



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, August 28, 2024 5:00 PM

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

MEETING PARTICIPATION

Morgan Hill City Council meetings are held in person. The community may attend in person or via Zoom (video/teleconference). The meetings are also live-streamed on the City's website, Facebook page, and Channel 17.

Those wishing to participate in the meetings remotely must register in advance at <https://bit.ly/CityCouncilZoomRegistration>. Additionally, Zoom participants must be running the latest version or will be required to update to the latest version before being able to join the meeting remotely.

Remote participation is also available by calling (669) 900-9128 and entering webinar id: 873 3200 8380#. Dial *9 to raise your hand, and be called upon to speak for up to 3 minutes. Dial *6 to unmute.

PUBLIC COMMENT

Public comment may be offered verbally at the meeting or in writing before the meeting.

Those attending remotely may only offer public comment for items on the agenda in one of four categories:

- Consent Calendar
- Other Business
- Public Hearings
- Closed Session

Public comment will be heard from those attending in person first with the submission of a speaker card. Once that is complete, we will move to those on Zoom that have their hand raised. Following public comment from Zoom, we will close the public comment period for that item.

Remote public comment for items not on the agenda will not be accepted.

Written public comment may be submitted to the City Clerk:

- In person at the City Council Meeting;
- Via email to ccpubliccomment@morganhill.ca.gov; or
- Hand delivered or mailed 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) so that your comments can be submitted to the members of the City Council with sufficient time to review them. 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 noon (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 or by email at cityclerk@morganhill.ca.gov. Requests must be made as early as possible and at least two full business days before the start of the meeting.

SPECIAL/REGULAR MEETING

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

SPECIAL MEETING

5:00 p.m. Closed Session

CALL TO ORDER

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to § 54956.9(c)

Two Cases

OPPORTUNITY FOR PUBLIC COMMENT

ADJOURN TO CLOSED SESSION

REGULAR MEETING

6:00 pm

CITY COUNCIL REPORTS

Council Member Spring

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

OTHER REPORTS

PUBLIC COMMENT

This opportunity for public comment is for items that are not on the agenda. If you would like to make comments on an item that is on the agenda, please wait until we

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

ADOPTION OF AGENDA

CONSENT CALENDAR

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

1. **ACCEPT ANNUAL EVALUATION REPORT FOR THE SANTA CLARA COUNTY MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION (PPI) FOR FY 2023-24 (YEAR 3) RELATING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S NATIONAL FLOOD INSURANCE PROGRAM'S COMMUNITY RATING SYSTEM PROGRAM**

Recommendation:

Accept the Annual Evaluation Report for FY 2023-24 (Year 3) for the 2021 Santa Clara County Multi-Jurisdictional Program for Public Information (PPI).

2. **ACCEPT COMMUNITY LAW ENFORCEMENT FOUNDATION (CLEF) DONATION**

Recommendation:

1. Authorize the City Manager to accept a donation from the Community Law Enforcement Foundation in the amount of \$53,123 for the reimbursement of protection plates; and
2. Amend the adopted Fiscal Year (FY) 2024-25 budget in the General Fund (010) to recognize the CLEF donation as revenue, and appropriate \$53,123 in the Police Department Field Operation budget.

3. **APPROVE A REIMBURSEMENT AGREEMENT WITH VCBLA NIDO, LLC FOR THE VOICES CHARTER SCHOOL PROJECT (NORTHWEST CORNER OF MONTEREY ROAD AND COSMO AVENUE)**

Recommendation:

1. Approve a Reimbursement Agreement with VCBLA NIDO, LLC for the Voices Charter School; and

2. Authorize the City Manager to execute the Reimbursement Agreement.

4. **APPROVE CHANGE ORDER #1 WITH IRISH EXCAVATION FOR WOODLAND BOOSTER RETAINING WALLS IN THE AMOUNT OF \$27,838**

Recommendation:

1. Approve and authorize the City Manager to execute Change Order #1 with Irish Excavation in the amount of \$27,838 for two retaining walls at the Woodland Booster Station; and
2. Approve and authorize the City Manager to add a 10% Contingency to the project in the amount of \$10,262.

5. **APPROVE FINAL MAP FOR CROSSWINDS PHASE 1 - TRACT NO. 10618 AND RELATED SUBDIVISION IMPROVEMENTS AGREEMENT**

Recommendation:

1. Approve the Final Map;
2. Authorize the City Manager to execute the Subdivision Improvements Agreement with THE CROSSWINDS AT MORGAN HILL LLC ("Subdivider"), and KB HOME SOUTH BAY INC. ("Developer"); and
3. Authorize the recordation of the Final Map and Subdivision Improvements Agreement.

6. **APPROVE THE JUNE 26, 2024 CITY COUNCIL MEETING MINUTES**

Recommendation:

Approve minutes.

7. **AWARD CONTRACT TO MOUNTAIN CASCADE, INC. FOR THE SANITARY SEWER LIFT STATIONS K & F REHABILITATION PROJECT IN THE AMOUNT OF \$3,042,500 AND CONTINGENCY FUNDS NOT TO EXCEED \$304,250**

Recommendation:

1. Approve Sanitary Sewer Lift Stations K & F Rehabilitation Project plans and specifications;
2. Award contract to Mountain Cascade, Inc. for the Sanitary Sewer Lift Stations K & F Rehabilitation Project in the amount of \$3,042,500;
3. Authorize expenditure of construction contingency funds not to exceed \$304,250; and
4. Authorize the City Manager to execute and administer the construction contract with Mountain Cascade, Inc.

8. **APPROVE PROFESSIONAL SERVICES AGREEMENT WITH HYDROSCIENCE ENGINEERS FOR THE EAGLE VIEW WELL #1 PROJECT FOR A TOTAL AMOUNT NOT TO EXCEED \$429,590**

Recommendation:

1. Approve Service Agreement for Design Professionals with HydroScience Engineers, Inc. for a total not to exceed contract amount of \$429,590 to design the Eagle View Well #1 project; and
2. Authorize the City Manager to execute and administer the Service Agreement for Design Professionals with HydroScience Engineers, Inc. for the Eagle View Well #1 project.

9. **APPROVE SECOND AMENDMENT TO THE WEST COAST ARBORISTS, INC. MAINTENANCE SERVICE AGREEMENT TO INCREASE THE NOT TO EXCEED AMOUNT BY \$540,728 FOR A TOTAL AGREEMENT AMOUNT OF \$1,392,728**

Recommendation:

1. Approve the Second Amendment to the Maintenance Service Agreement with West Coast Arborists, Inc. for \$540,728, for a total agreement amount of \$1,392,728, which includes increasing the annual amount of extra services to \$300,000;
2. Authorize the City Manager to execute and administer the Second Amendment to the Maintenance Service Agreement with West Coast Arborists, Inc; and
3. Authorize the City Manager to extend the term of the Agreement with West Coast Arborists, Inc. for up to two additional one-year terms.

10. **RATIFY CITY POSITION ON PENDING LEGISLATION, ASSEMBLY BILL 2557 (ORTEGA): LOCAL AGENCIES: CONTRACTS FOR SPECIAL SERVICES AND TEMPORARY HELP: PERFORMANCE REPORTS**

Recommendation:

Ratify the City's opposing position on pending legislation, Assembly Bill 2557 (Ortega): Local Agencies: Contracts for Special Services and Temporary Help: Performance Reports.

11. **RATIFY THE CITY MANAGER'S EXECUTION OF THE FIRST AMENDMENT TO AGREEMENT WITH THE COUNTY OF SANTA CLARA TO PROVIDE THE CITY WITH FUNDING FOR EMERGENCY MEDICAL SERVICES**

Recommendation:

Ratify the City Manager's execution of the first amendment to the agreement with the County of Santa Clara to provide funding for the City of Morgan Hill to purchase Emergency Medical Services supplies and equipment.

PUBLIC HEARINGS

12. APPEAL (AAE2024-0004) OF DEVELOPMENT SERVICES DIRECTOR DECISION ON SR2024-0007 (MONTEREY-GLENROCK): EXPIRATION OF PRELIMINARY APPLICATION UNDER SB330 DUE TO EXPIRATION OF THE 180-DAY PRELIMINARY APPLICATION PERIOD

Recommendation:

1. Grant a hearing de novo;
2. Open/close public hearing; and
3. Adopt resolution denying the appeal and reaffirming the decision of the Development Services Director.

13. HOLD PUBLIC HEARING REGARDING ADJUSTMENTS TO WASTEWATER RATES

Recommendation:

1. Receive and adopt final 2024 Wastewater Rate Study Report prepared by NBS;
2. Open public hearing and receive public comment;
3. Request submission or withdrawal of proposition 218 protest letters from the public/audience;
4. Suspend public hearing and allow City Clerk, or designee, to tabulate the final Proposition 218 protest letter count;
5. Reconvene meeting and reopen public hearing;
6. Receive and accept verbal report from City Clerk, or designee, on ballot tabulation results;
7. Close public hearing; and
8. Adopt resolution approving wastewater rate adjustments.

OTHER BUSINESS

14. APPOINT VOTING DELEGATES FOR THE 2024 CALCITIES (LEAGUE) ANNUAL CONFERENCE

Recommendation:

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

**15. RECEIVE MONTHLY BUDGET UPDATE; PRELIMINARY FY 2023-24
FINANCIAL AND INVESTMENT REPORTS; AND CITY MANAGER
AUTHORITY REPORT**

Recommendation:

Accept and file report.

FUTURE COUNCIL INITIATED AGENDA ITEMS

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

ADJOURNMENT

NOTICE

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

PUBLIC COMMENT

Members of the Public are entitled to directly address the City Council concerning any item described in the notice of this meeting during consideration of that item. If you wish to address the Council on any item on this agenda, please complete a speaker request card located in the foyer of the Council Chambers and deliver it to the Minutes Clerk before the City Council discussion on the item. You are not required to give your name on the speaker card 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 participating via Zoom, please raise your virtual hand to be called. When called, you will be unmuted and recognized for speaking. 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 note that public comment for items not on the agenda are not accepted virtually.

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: August 28, 2024

PREPARED BY:

Maria Angeles, Senior Civil Engineer

APPROVED BY: City Manager

ACCEPT ANNUAL EVALUATION REPORT FOR THE SANTA CLARA COUNTY MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION (PPI) FOR FY 2023-24 (YEAR 3) RELATING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S NATIONAL FLOOD INSURANCE PROGRAM'S COMMUNITY RATING SYSTEM PROGRAM

RECOMMENDATION(S)

Accept the Annual Evaluation Report for FY 2023-24 (Year 3) for the 2021 Santa Clara County Multi-Jurisdictional Program for Public Information (PPI).

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

2024-2025 Strategic Priorities

Community Engagement

REPORT NARRATIVE:

On June 16, 2021, the City Council adopted the 2021 Santa Clara County Multi-Jurisdictional Program for Public Information (2021 PPI). The Federal Emergency Management Agency (FEMA) requires that annual evaluation reports on the Multi-Jurisdictional PPI be shared with the elected bodies that approved them. The Annual Evaluation Reports for FY 2021-22 (Year 1) and FY 2022-23 (Year 2) were previously submitted to City Council at its meetings on October 19, 2022 and August 23, 2023, respectively. Attached is our submittal of the Annual Evaluation Report for FY 2023-24 (Year 3) (Attachment 1).

Community Rating System (CRS) Program and PPI Background

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

additional 5% discount for property owners who pay flood insurance premiums in participating communities.

The City of Morgan Hill has participated in the CRS Program since May 2003 and has a current CRS class rating of 7 which allows Morgan Hill residents and businesses a 15% discount on their flood insurance premium. Based on July 2024 NFIP data, there are 333 flood insurance policies in force within the City of Morgan Hill (an increase of 100 policies from June 2023 data) and policy holders paid a total of \$403,129 in annual flood insurance premiums (an average annual premium of \$1,200 per policy). There is an average savings of \$150 per policy as a result of the City's CRS class 7 rating.

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

Program for Public Information (PPI) Requirements

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

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

Based on the City's CRS 5-year Verification Cycle Visit (or CRS audit) in June 2022, the City received a total of 297 points on the City's Outreach Projects due to the 2021 PPI. These points contribute to the flood insurance discounts for policy holders in the City.

COMMUNITY ENGAGEMENT:

Inform and Involve

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

ALTERNATIVE ACTIONS:

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

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On August 23, 2023, the City Council received the Annual Evaluation Report for FY 2021-22 (Year 2).

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

On June 16, 2021, the City Council adopted the 2021 Santa Clara County Multi-Jurisdictional Program for Public Information (PPI).

FISCAL AND RESOURCE IMPACT:

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

CEQA (California Environmental Quality Act):

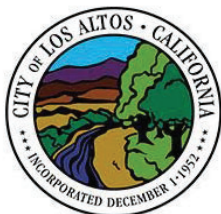
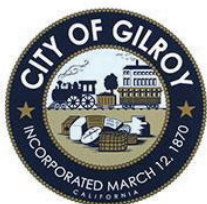
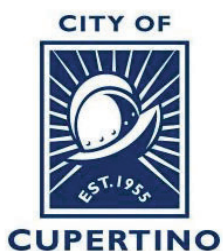
Not a Project

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

Santa Clara County Multi-Jurisdictional Program for Public Information 2021

FY24 Annual Evaluation Report

(Year 3: July 2023 to June 2024)



June 2024

Prepared by:

Santa Clara Valley Water District

and

Santa Clara County CRS communities

I. INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
FY24 Annual Evaluation Report (Year 3: July 2023 to June 2024)**

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

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

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

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

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

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

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

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

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

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

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

**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
FY24 Annual Evaluation Report (Year 3: July 2023 to June 2024)**

II. 2021 PPI DEVELOPMENT PROCESS

Valley Water, CRS, and non-CRS communities initiated the 2021 PPI process in February 2020. Due to COVID-19, discussions were postponed; the process was reinitiated in October 2020. The Santa Clara County 2021 Multi-Jurisdictional Program for Public Information document was completed in April 2021 (refer to Section I. Introduction for COVID-19-related delays).

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

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

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

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

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

FEMA's ISO CRS Specialist and Technical Reviewers determine how many CRS points the 2021 PPI activities will earn. The PPI Committee estimates that of the possible 350 points for Activity 330, each CRS community could earn up to 300+/-points for PPI efforts.

**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
FY24 Annual Evaluation Report (Year 3: July 2023 to June 2024)**

Once Valley Water approved the 2021 PPI (5-Year Plan), the final document was provided to the 2021 PPI Committee to present to their governing bodies for adoption and implementation.

Table 1. Dates of 2021 PPI Adoption shows each agency's 2021 PPI approval dates; all 11 CRS communities have adopted the 2021 PPI.

Table 1. Adoption Dates of the 2021 PPI

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

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

III. ANNUAL EVALUATION REPORTS

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

The evaluation will cover the following:

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

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

Section V. 2024 Santa Clara County CRS Users Group/PPI Committee Meetings – Monitoring and Evaluating the 2021 PPI of this annual evaluation report summarizes the meetings held to develop the FY24 Annual Evaluation Report (Year 3 of the 2021 PPI).

**Santa Clara County 2021 Multi-Jurisdictional Program for Public Information
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Table 2 below shows how each community expects to share the FY24 Annual Evaluation Report with its governing body.

Table 2. How the 2021 PPI FY24 Annual Evaluation Report, Year 3 will be shared with the Community's Governing Body

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

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

IV. 2021 PPI ACCOMPLISHMENTS FOR FY24

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

1. Governing bodies must adopt the 2021 PPI (*Table 1. Adoption dates of the 2021 PPI*). The 2021 PPI Committee must prepare an annual evaluation report and share it with its governing body as informational items (Table 2. How the 2021 PPI Annual Evaluation Report for FY24, Year 3 will be shared with the *Community's Governing Body*).
2. For each fiscal year (*July 1 - June 30*), the communities must implement and monitor the outreach/flood response projects identified in Appendix A, CRS Creditable Outreach and Flood Response Projects by CRS Community of the 2021 PPI (*Attachment 2*).
3. The PPI Committee must review and consider the 'New Initiatives' identified in the 2021 PPI (*page 66*) for advancing flood risk reduction efforts.

Governing Bodies Approval: All 11 CRS communities' governing bodies, including Valley Water, adopted the 2021 PPI. Each agency (Community) shows the approval dates in Table 1 noted above.

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

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ISO assigns credit for Valley Water outreach/flood response projects to all Santa Clara County CRS communities' ratings. Some communities also choose to carry out and report on their own outreach/flood response projects, in addition to those of Valley Water. These projects are shown on the composite spreadsheet (*Attachment 2 - Appendix A from 2021 SC County Multi-Jurisdictional PPI noting FY24 Project Accomplishments*) and include input from each agency.

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

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

Summary of PPI Projects Accomplished in FY24

Attachment 2 of this annual evaluation report includes the complete list of outreach/flood response projects. It lists all projects proposed in the 2021 PPI, with a "Project Accomplishments" column noting actions taken during the third year, FY24 of the 2021 PPI.

Audiences	Projects Accomplished	
Community at Large (CAL)	81 potential projects, 64 accomplished	
Residents and Businesses in the Special Flood Hazard Area (SFHA)	18 potential projects, 16 accomplished	
Messengers to Other Target Audiences (Organizations & Businesses Serving the Community)	10 potential projects, 10 were accomplished	
	*Total Accomplished Projects	90 of 109

** Note: All projects carried out by CRS communities were accomplished in FY24. Variance in the number of potential projects versus accomplished projects is due to no updates from non-CRS communities, which is not required for this annual evaluation report.*

These numbers go well beyond the minimum requirements of the CRS program for PPI credit under Activity 330; we anticipate all CRS communities will receive the maximum number of credits for our collective efforts in FY24.

Valley Water's Outreach/Flood Response Projects

The 2021 PPI Committee identified the outreach/flood response projects for each community. The implementation of these projects is reflected in the 'FY24 (Year 3) of the 2021 PPI Project Accomplishments' column of Attachment 2.

FY24 Annual Flood Awareness Campaign

Valley Water's FY24 Flood Awareness Campaign (*Attachment 3 for more details*) theme was "Get Flood Ready. You Live In a Flood Zone." Valley Water's outreach employed digital geo-targeting technologies to reach businesses and residents in the flood zone. The campaign sought to drive awareness of flood risk, encourage residents to sign up for emergency alerts, and know where to find sandbags. Our materials emphasized our efforts to reduce the risk of flooding by working on capital improvement projects and showcasing our crews' work before, during, and after a storm emergency to keep the community safe from flooding. The overarching message was that we are ready and ask everyone to take steps to be flood-ready.

CRS Communities Outreach/Flood Response Projects

October officially kicked off the flood season. CRS staff regularly met with the California Department of Water Resources and state-wide partner agencies (communities and local, state, and federal agencies) to discuss the flood season, including sharing information about flood risk and how to prepare, and the 12th Annual California Flood Preparedness Week (CFPW). On September 26, 2023, Valley Water's Board passed a resolution declaring October 21-28, 2023, as CFPW in Santa Clara County. Valley Water set-up a "Get Flood Ready" display in our Headquarters' lobby. The resolution and display encourage residents and businesses to "Get Flood Ready" by preparing for the flood season.

Valley Water, the County of Santa Clara, and the City of San Jose are preparing for a strong El Niño and the possibility of extreme winter storms. Watch the news conference to learn about the National Weather Service's winter outlook forecast and an outline of our joint flood emergency preparedness efforts.

The event was live-streamed on Valley Water's Facebook page. Valley Water staff showcased our Stream Maintenance Program heavy equipment and set up a sandbagging demo booth and an emergency kit table similar to the one displayed in Valley Water's headquarters lobby at the onset of CFPW and remains throughout the flood season.



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In November, Valley Water, along with other emergency preparedness organizations, presented flood preparedness tips at the Mayfair Community Center in San José.

In December 2023, the Organization for Latino Affairs (OLA) provided Valley Water's emergency starter kits, English and Spanish flood preparedness information, and giveaways to approximately 500 attendees at the Santa Visits Alviso Foundation event in San José.

In February 2024, Valley Water partnered with Sacred Heart Community Service to provide free emergency starter kits and multilingual educational materials to distribute at events to help residents "Get Flood Ready!" In addition, Valley Water hosted a booth with "Get Flood Ready!" materials at the Silicon Valley Bicycle Coalition's King Tide Ride Event 2024 held on February 10, 2024, at Riverwalk Park in San Jose.



Valley Water provides "Get Flood Ready!" materials and tips at Silicon Valley Bicycle Coalition's King Tide Ride event in the Alviso community in north San José.

In April 2024, Valley Water participated in two emergency preparedness events to share the "Get Flood Ready" message. Staff hosted a booth at the Eggstravaganza Family Event organized by the Strong Neighborhood Initiative Program Mayfair Neighborhood Advisory Council in San Jose, which had more than 350 attendees. Valley

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Water also participated in an educational workshop with 40 attendees at The Links, Incorporated “Emergency Preparedness: Safety Now, Peace Later” event at the African American Community Service Agency in San Jose.



Valley Water provided flood-preparedness materials at the Eggstravaganza Family Event in San Jose.

Valley Water Education Outreach Program

Valley Water's Education Outreach includes flood awareness messaging in year-round classroom lessons. A dedicated flood-focused lesson is offered from October through April. Valley Water's role as a flood protection agency is introduced in all lessons so that participants in Education Outreach programs know that flood protection is one of Valley Water's core objectives in Santa Clara County.

The following are the Education Outreach efforts from October 2023 – April 2024.

Flood-Focused Programs

Education Outreach offers two lessons focused on flood awareness and preparedness: The Three Little Pigs and the Bad Weather Wolf for transitional kindergarten through second grade, and Watershed Maps for second and third grades.

The results of the Flood-Focused Programs delivered are as follows:

- 82 lessons
- 2,142 students
- 82 educators

Flood Awareness Messaging

In addition to Flood-Focused Programs, Education Outreach provided additional flood awareness messaging in general classroom presentations, assemblies, libraries, and public events.

The results of the general flood protection messaging are as follows:

- 241 events
- 8,021 students
- 343 educators
- 2,211 members of the public in Santa Clara County

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Community Events and Engagement

Booth Support at Events

Valley Water staff made a concerted effort to actively participate in community events, including community festivals and emergency preparedness affairs, particularly in communities and neighborhoods in or near flood zones. In FY24 (from September 2023 – May 2024), Valley Water and the communities' staff hosted 25 booths and distributed flood preparedness information on flood safety and emergency preparedness materials, including Valley Water's annual FPM. Those events are listed below:

- 1) 2023 Santos Family 17th Annual Car Show, Alviso, CA – 9/2/23
- 2) Silicon Valley Fall Festival (Day n Night Festival), Cupertino, CA – 9/9/23
- 3) Mountain View Art & Wine Festival – 9/9 – 9/10/23
- 4) Viva Calle, San Jose, CA – 9/10/23
- 5) Picnic by the Lake Multicultural Festival and Resource Fair, San Jose, CA – 9/20/23
- 6) County Parks La Fuente Celebration, San Jose, CA – 9/23/23
- 7) Children's Moon Festival. San Jose, CA – 9/30/23
- 8) Assembly Member Ash Kalra's Veggie Fest, San Jose, CA – 10/7/23
- 9) Supervisor Lee's Day on the Bay, Alviso, CA – 10/14/23
- 10) Bay Area Diwali Festival of Lights, Cupertino, CA – 10/14/23
- 11) Pumpkins in the Park, San Jose, CA – 10/14/23
- 12) Shoreline 40th Anniversary Event, Mountain View, CA – 10/15/23
- 13) Teatro Vision Día de Los Muertos Matinee, San Jose, CA – 10/20/23
- 14) South Asian Cultural Association of Sunnyvale's Diwali Festival – 10/21/23
- 15) Morgan Hill Kidz Fest and Safe Trick or Treat – 10/28/23
- 16) City of Morgan Hill Fourth Saturday Downtown Event – 10/28/23
- 17) D8 Family Fall Festival, San Jose, CA – 10/28/23
- 18) Santa Visits Alviso – 12/9/23
- 19) Vietnamese American Roundtable Lunar New Year, San Jose, CA – 2/3/24
- 20) VMC Foundation Women's Leadership & Policy Summit, San Jose, CA – 3/23/24
- 21) AAUW Wildflower Run, Morgan Hill, CA – 3/24/24
- 22) Cupertino Earth and Arbor Day Festival – 4/20/24
- 23) Emergency Preparedness Workshop, San Jose, CA – 4/27/24
- 24) Tech Interactive Tech Challenge, San Jose, CA – 4/28/24
- 25) Berryessa Art Festival, San Jose, CA – 5/11/24

Speakers Bureau Program

In FY24, [Valley Water's 'Let's Talk Water Speakers Bureau Program'](#) reached the 22 organizations listed below. All general presentations mention flood protection and the need to 'Get Flood Ready' regardless of the county's drought status. They also include links to Valley Water's 'Flood Ready' information and resources webpage (ValleyWater.org/floodready), the hotline to call to report obstructions in creeks, and flood preparedness collateral available for all in-person events.

Valley Water's Speakers Bureau Program can customize presentations to update community groups on water-specific issues and provide updates on projects in their area. The FY24 presentations that included flood preparedness information are listed below.

- 1) June 2, 2023 – Rotary Club of Saratoga luncheon (FY23)
- 2) June 12, 2023 – Almaden Valley Community Association meeting (FY23)
- 3) June 22, 2023 – Gilroy Sons in Retirement meeting (FY23)
- 4) July 11, 2023 – Morgan Hill Kiwanis Club meeting
- 5) July 19, 2023 – Rotary Club of Morgan Hill meeting
- 6) July 25, 2023 – After Hours Rotary Club of Gilroy meeting
- 7) August 3, 2023 – Evergreen Community Roundtable
- 8) October 4, 2023 – Almaden Senior Association meeting

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- 9) November 16, 2023 – San Jose Sons in Retirement meeting
- 10) November 29, 2023 – Rocketship School Parents meeting
- 11) December 1, 2023 – Leadership Sunnyvale meeting
- 12) December 7, 2023 – Palo Alto Kiwanis Club meeting
- 13) January 8, 2024 – Berryessa Citizen Advisory Committee
- 14) January 26, 2024 – Valley Water Next Gen Career Pathways
- 15) February 4, 2024 – Unitarian Fellowship of Los Gatos
- 16) February 9, 2024 – The Forum
- 17) February 28, 2024 – Lions Club of Willow Glenn meeting
- 18) March 4, 2024 – Leadership Morgan Hill meeting
- 19) March 12, 2024 – Oak Grove Neighborhood Association meeting
- 20) March 19, 2024 – Santa Clara City Libraries
- 21) April 4, 2024 – Valley Water 101 Academy
- 22) April 18, 2024 – Kaiser Permanente Physicians

**V. 2024 SANTA CLARA COUNTY CRS USERS GROUP/PPI COMMITTEE MEETINGS –
MONITORING AND EVALUATING THE 2021 PPI**

The FY24 Santa Clara County CRS Users Group/PPI Committee meetings were held on March 26, 2024 and May 29, 2024. Attendance by CRS communities was high. Staff from some non-CRS communities, external stakeholders, and other interested parties were also in attendance. Agendas, meeting notes, and attendance sheets for each meeting are included (*Attachments 4-8*).

As required by CRS, the objective of the March and May 2024 meetings was to monitor the implementation of the 2021 PPI, determine if the desired outcomes were achieved, and discuss whether any changes to the 2021 PPI were needed to complete this annual evaluation report. The PPI Committee agreed that the 2021 PPI messaging and projects would remain the same for the duration of the 2021 PPI, which sunsets in 2026.

VI. FUTURE MESSAGING – Other New Initiatives

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

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

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

The PPI Committee recommends continued use of social media for messaging. Mobile usage among individuals has increased exponentially over the years, and online platforms are rapidly adjusting to mobile-friendly

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standards. This provides an excellent opportunity to modernize campaign ad efforts by utilizing social media and digital advertising to increase exposure and reach more residents in Santa Clara County. Furthermore, these modern advertising methods allow for specialized demographic targeting to reach a narrow and defined audience, improving the ability to reach vulnerable populations effectively.

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

The PPI Committee will continue to promote the American Red Cross All-Hazard App, which monitors alerts for severe weather, including floods, and the Floodsmart.gov and Ready.gov websites. The communities will distribute American Red Cross Emergency Contact Cards at events throughout the county.

VII. CONCLUSION

Overall, the CRS Users Group/PPI Committee successfully implemented the 2021 PPI in FY24. The 2021 PPI allowed PPI Committee members to mutually decide which flood risk reduction messages are most appropriate for our residents and identify how to deliver these messages effectively. Participating in the 2021 PPI aims to enhance the effectiveness of the flood risk messages to residents, reduce flood risks within Santa Clara County, and earn valuable CRS credit points when identified outreach projects are implemented.

The CRS Users Group/PPI Committee will continue its outreach efforts through FY25.

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

1. Members of the Santa Clara County Multi-Jurisdictional 2021 PPI Committee
2. Appendix A from 2021 SC County Multi-Jurisdictional PPI noting FY24 Outreach Project Accomplishments
3. Valley Water's FY24 Flood Awareness Campaign
4. March 26, 2024, Santa Clara County CRS Users Group Meeting Agenda
5. March 26, 2024, Santa Clara County CRS Users Group Meeting Attendance Sheet
6. March 26, 2024, Santa Clara County CRS Users Group Meeting Notes
7. May 29, 2024, Santa Clara County CRS Users Group Meeting Agenda
8. May 29, 2024, Santa Clara County CRS Users Group Meeting Attendance Sheet
9. May 29, 2024, Santa Clara County CRS Users Group Meeting Notes

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

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

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

Appendix A

CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021 FY 2024 (Year 3) Outreach Projects Accomplishments by CRS Communities

FY 2024 (Year 3 of the 2021 PPI)
Outreach Projects Accomplishments

INPUT HERE ONLY

Assignment² Schedule³ Stakeholder

Project(s) Proposed to
Support the Messages
(XX denotes Community acronym,
and Outreach Project #)

Outcome

1 Message

Community At Large
(CAL)

- Multilingual
Communities

- Groups with
Special Evacuation
Needs

- New Residents,
Visitors and
Tourists

Educate our community on flood
protection and preparedness measures

Topic 1: Know your flood hazard
Message 1A - Know your flood risk
Message 1B - Contact your floodplain manager to find out if
your property is in a floodplain
Message 1C - Check if your home or business is in a Special
Flood Hazard Area

Topic 2: Insure your property for your flood hazard
Message 2A - Get flood insurance ahead of time
Message 2B - Insure your property
Message 2C - There is a 30-day waiting period for the policy to
take place

Topic 3: Protect people from the flood hazard
Message 3A - Put your 3-day emergency kit together
Message 3B - Follow evacuation orders
Message 3C - Learn the best route to high groundVW

Topic 4: Protect your property from the flood hazard
Message 4A - Protect your property from the flood hazard
Message 4B - Prepare your home
Message 4C - Sandbags can offer protection against a foot or
less of floodwater
Message 4E - Get sandbags before a flood

Topic 5: Build responsibility
Message 5A - Build responsibility in floodplains
Message 5B - Comply with development requirements
Message 5C - Check with your local floodplain manager before
you build

All Santa Clara
County CRS
CommunitiesC

Each late
October or
November

Valley Water
Communications

(VW OP #01) Multi-language Countywide Mailer
(CWM) to every postal address in Santa Clara County
(Topics 1-5 and 7, 8)

Valley Water's Countywide Mailer (CWM) 'Flooding
can happen. Anytime. Anywhere. Get Flood Ready'
was mailed countywide from November 17 through
December 5, 2023, to 755,210 addresses. The CWM
included an update on Valley Water's flood
protection projects, stream maintenance, and storm
preparation efforts. The mailer also included a
multilingual section outlining the 9 CRS flood tips:
know your flood risk, get flood insurance ahead of
time, develop an emergency plan and kit, protect
your home from flood threats, keep creeks clean and
flowing, sign up for emergency alerts (AlertSCC and
the American Red Cross Disaster Emergency App),
build responsibly in floodplains, and avoid
floodwaters - understanding shallow flooding: Turn
Around Don't Drown*.
<https://s3.us-west-1.amazonaws.com/valleywater.com.us-west-1/s3c-public/2023%20Countywide%20Mailer.pdf>

Valley Water's outreach projects.
All Santa Clara communities support and promote
Valley Water's outreach projects.

Get Flood Ready. You Live in a Flood Zone'
multilingual postcards that included the nine CRS
topics and supporting messages, and links to various
flood readiness/preparedness webpages, were

1

Message Topics: Outreach Projects (OP): Topic 1 - Know your flood hazard; Topic 2 - Insure your property from the flood hazard; Topic 3 - Protect people from the flood hazard; Topic 4 - Protect your property from the hazard; Topic 5 - Build responsibility;
Topic 6 - Protect natural floodplain functions; Topic 7 - Develop a Family Emergency Plan; Topic 8 - Download disaster Apps; Topic 9 - Understand shallow flooding risks - "Don't drive through standing water".
Flood Response Preparations (FRP): What to Do Before, During and After a Flood/Storm

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

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

Appendix A					
CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021 FY 2024 (Year 3) Outreach Projects Accomplishments by CRS Communities					
Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment ² Schedule ³ Stakeholder	FY 2024 (Year 3 of the 2021 PPI) Outreach Projects Accomplishments
	<u>Topic 6:</u> Protect natural floodplain functions Message 6A - Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don't pollute, dump, or drain anything in creeks <u>Topic 7:</u> Develop a Family Emergency Plan Message 7A: Develop an emergency plan <u>Topic 8:</u> Download disaster Apps Message 8A - Download disaster emergency apps <u>Topic 9:</u> Understand shallow flooding risks – don't drive through standing water Message 9A - Understand shallow flooding risks - don't drive through standing water FEMA's message: "Turn Around Don't Drown®"				produced and distributed to 49,806 properties in the FEMA SFHA in October 2023. Additionally, Valley Water's floodplain mailer featured QR codes, a magnet with important flood safety websites, a detachable emergency phone list, photos of our most recent flood protection projects, a slideshow of our storm management efforts, which include operating an EOC, filling sandbags, monitoring stream levels, and removing blockages. A QR code led to a video showcasing our stream maintenance work to prevent flooding. https://youtu.be/XCEixz0JFQ?si=X7lwmCSj0Ldkg A trifold 'You Live in a Flood Zone– Get Flood Ready. Do You Know What to Do Before, During, and After a Flood?' was mailed in January 2024. In mid-October 2023, Valley Water's 2023-2024 Flood Awareness Outreach Partner Social Media Toolkit, 'Get Flood Ready', was available for download to all partnering agencies, including CRS communities. The toolkit provided digital and social media banners and animations featuring the campaign's calls to action: Get flood ready, know your risk, sign up for emergency alerts, and find sandbags. The toolkit included multilingual graphics showcasing the 9 CRS tips and offered the opportunity to request co-branded bill inserts and banners. The toolkit includes the following items which contained messages for all nine flood awareness tips (PPI/CRS message topics) for all Santa Clara County communities to use: • Get Flood Ready • Know your risk • Sign up for emergency alerts • Find sandbags • Flood zone cards and banners • Multilingual Flood Ready tips

Appendix A					
CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021 FY 2024 (Year 3) Outreach Projects Accomplishments by CRS Communities					
Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment ² Schedule ³ Stakeholder	FY 2024 (Year 3 of the 2021 PPI) Outreach Projects Accomplishments
					INPUT HERE ONLY Cupertino distributes copies of Valley Water's Flood Safety Tips at various fairs/events (i.e., Earth Day Festival) and provides additional copies for the public on display at City Hall. Cupertino also has a direct link to Valley Water's annual mailer and Flood Ready webpage on the City's "Floodplain Management" webpage. Los Altos distributes brochures available at City Hall, library, and community center. They are also distributed at community events (emergency training, wine stroll, etc.). Morgan Hill hosted 'National Night Out' on August 1, 2023. Flood preparedness information (Valley Water floodplain mailer, red 'Get Flood Ready' which includes an emergency supply list, tote bags, etc.) were distributed and general Flood Facts were posted for the public's information. Morgan Hill also held other events (Leadership Morgan Hill in February 2023 and Public Works Week in May 2023) where flood prepared information was shared. Valley Water's flood safety brochures were also available at City Hall. Mountain View promotes and distributes Valley Water's Flood Safety Tips and emergency kits at fairs (i.e., Earth Day Celebration, Community Summer Kick-Off Event). Valley Water's flood safety brochures are available at city hall. Palo Alto promotes and distributes Valley Water's Flood Safety Tip and emergency kits at fairs (i.e., Earth Day Festival) and provides as an informational item on Utility/inserts sent every year. Valley Water's flood safety brochures are available at city hall. The City of Santa Clara has hard copy brochures available at city hall and central library. They are distributed at the yearly art & wine festivals as well.

Valley Water hosted Coastal Cleanup Day (CCD) on September 23, 2023 (Results: 52 organized clean-up sites; 1,100 volunteers;24,076 pounds of garbage on roadsides, along water channels and other public properties; 3,584 pounds of recyclable material that had been improperly discarded was collected) <https://morganhilltimes.com/Volunteers-pick-up-tons-of-garbage-on-coastal-cleanup-day/>;

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			Assignment	2 Schedule	3 Stakeholder
					FY 2024 (Year 3 of the 2021 PPI) Outreach Projects Accomplishments INPUT HERE ONLY
			(CUP OP #03) Flood notice in the local newsletter, "The Cupertino Scene" (Topics 1-9)	City of Cupertino Each October or November Issue	All Santa Clara communities support and promote Valley Water's outreach projects.
			(LA OP #04) Two (2) newspapers ads, in the Los Altos Town Crier (Topics 1-5)	City of Los Altos Each fall	Cupertino changed the frequency of the local newsletter from monthly to quarterly. Therefore, the annual flood preparation article was published in the September 2023 issue of "The Cupertino Scene".
			(LAH OP #05) The town's "Our Town" quarterly newsletter includes information on flood preparedness. The newsletter is mailed out town-wide and is also available online on the town's website (Topics TBD during cycle visit)	City of Los Altos Each fall	Los Altos published two newspaper ads titled "Assess Your Flood Risk and Flood Insurance Availability" on 10/4/23 and on 10/11/23 in the Los Altos Town Crier.
			(LAH OP #06) The town distributes various flood preparedness and safety materials at events, including Valley Water's annual floodplain mailer and promotional item (e.g., emergency starter kits, Get Flood Ready Emergency Supply Checklist tote bags, etc.), FEMA flood insurance information, ReadySCC, and American Red Cross Flood apps, AlertSCC, sandbag guidelines, flood protection project-specific notices, FEMA NEIP materials, and preparedness activity/coloring books, etc.) to the public	Town of Los Altos Hills Annually, spring and late summer	Town of Los Altos Hills: No update available - non-CRS participating community.
			(MIL OP #07) "Flood Public Advisory" brochure to community at large (Topics 1-6)	City of Milpitas Each December to January	Milpitas: Utility bill inserts was sent to every address in Milpitas in May 2024, and will be sent out within the fiscal year going forward. This was sent out in four languages (English, Vietnamese, Spanish, and Chinese).
			(MH OP #08) Sends a citywide "Flood Report" brochure (Topics 1-9)	City of Morgan Hill Annually, close to or during the start of the rainy season	The City of Morgan Hill will mail out the citywide "2024 Flood Report" in July/August 2024.
			(MV OP #09) Sends "The View" citywide newsletter, Winter version, includes information on flood risk, flood safety, and the importance of buying flood insurance (Topics 1-9)	City of Mountain View Fall newsletter edition	Mountain View sent out "The View" for Fall/Winter 2023 with information on flood risk, flood safety, and the importance of buying flood insurance (Topics 1-9)

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			Assignment	2 Schedule	3 Stakeholder	
		Educate our community on flood protection and preparedness measures Increase in 'hits' on Valley Water and communities Flood Protection Resources webpage These website projects are credited under Activity 350 – Flood Protection Information, element d). Flood protection website (WEB), not credited under Activity 330	(MV OP #10) Mails a utility bill insert to all resident and businesses that contains information on flood risk, view flood safety, and the importance of buying flood insurance (Topics 9)	City of Mountain View	Between July - September	N/A
			(PA OP #11) Sends the "Are You Ready for Winter Storms?" flier (aka utilities insert) to all residents and businesses in the City, along with their utility bills (Topics 1-9)	City of Palo Alto	Each Fall	N/A
			(PA OP #12) Sends out utility announcement, "Anytime it can rain, it can flood. Don't get caught off-guard" (Topics 1, 2,3, 4, 5, 6, 7, & 9 – will pursue adding other topic)	City of Palo Alto	Each March/April	N/A
			(PA OP #13) The city distributes various flood preparedness and safety documents, including FEMA NFIP materials for public/policyholders	City of Palo Alto	Year Round	N/A
			(SC OP #14) Mails out a citywide newsletter for residents and businesses called "Inside Santa Clara" (Topics 1-9)	City of Santa Clara	Each fall	N/A
			(VW OP #15) Flood Ready webpage: Flood & Safety, Flood Protection Resources, includes floodplain and countywide mailers https://www.valleywater.org/bloodready	Valley Water	Year Round	All Santa Clara County CRS Communities
						Valley Water's flood protection resources landing page includes the most current version of the annual floodplain mailer 'Get Flood Ready. You live in a Flood Zone. Know your flood risk. Sign up for alerts. Get Sandbags' (dated 9/23) https://online.flipbuilder.com/teap/dkwt/; and CWM "Flooding can happen. Anytime. Anywhere. Get Flood Ready" (dated 10/23) https://s3.us-west-1.amazonaws.com/valleywater.org-us-west-1/s3fs-public/2023%20CommunitywideMailer.pdf;; and

Valley Water hosted Coastal Cleanup Day (CCD) on September 23, 2023 (Results: 52 organized clean-up sites; 1,100 volunteers;24,076 pounds of garbage on roadsides, along water channels and other public properties; 3,584 pounds of recyclable material that had been improperly discarded was collected) <https://morganhilltimes.com/Volunteers-pick-up-tons-of-garbage-on-coastal-cleanup-day/>;

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		Note: To receive any WEB credit, the community's website must meet the following criteria: The community must check the website's links at least monthly, and fix those that are no longer accurate. At least annually, the community must review the content to ensure that it is still current and pertinent			"You Live in a Flood Zone, Make Sure You Are Ready. Do You Know What to Do Before, During, and After a Flood?" trifold (dated 12/23) https://s3.us-west-1.amazonaws.com/valleywater.org/us-west-1/s3fs-public/2023%20Flood%20miller.pdf ; and 'Get Flood Ready. You Live in a Flood Zone' multilingual postcards (dated 09/23) Download postcard Cupertino's "Floodplain Management" webpage has a link that redirects to Valley Water's Flood Ready landing page. Gilroy's "Flood Management" and "Emergency Preparedness" web pages link to Valley Water's Flood ready landing page. Los Altos' "Floodplain Management Information" web page links to Valley Water's Flood Ready web page. Morgan Hill's "Floodplain Management" landing page redirects to Valley Water's Flood Ready landing page. Mountain View's "Flood Protection and Insurance Information" webpage links to Valley Water's Flood Ready web page. Palo Alto's "Flood Information and Winter Storm Preparedness" webpage redirects to Valley Water's Flood Ready landing page. City of Santa Clara's "Flood Protection Information" web page redirected to Valley Water's Flood Ready page.

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Santa Clara County Multi-Jurisdictional PPI 2021					
FY 2024 (Year 3) Outreach Projects Accomplishments by CRS Communities					
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			(ALL OP#16) All communities' website flood protection resources webpage includes language that contains the three additional PPI priority messages noted below: 7. Develop an emergency plan 8. Download disaster apps 9. Understand shallow flooding risks—don't drive through standing water	All Santa Clara County Communities	Year Round
					N/A
			All Santa Clara communities flood protection resource landing pages redirect to Valley Water's Flood Ready landing page. Valley Water's flood protection resources landing page includes the top 6 CRS priority topic messages, as well as the 3 additional messages identified in the 2021 PPI (page 45). Reminders to verify required language/links was on all communities websites was discussed at both the 3/26/24 and 5/29/24 CRS Users Group/PPI Meetings. Cupertino's "Floodplain Management" webpage has a link to Valley Water's annual mailer which includes the CRS 9 topics. Gilroy's "Emergency Preparedness" webpage redirects to Valley Water's Flood Ready landing page, "9 Essential Tips to Get Flood Ready". Our Emergency Preparedness page also includes topics 7, 8, and 9. Morgan Hill's "Flood Information, Floodplain Management" webpage currently includes a link to the "2023 Flood Report" that includes the CRS 9 topics. The link will be updated when the "2024 Flood Report" version is available in July/August 2024. Mountain View's "Flood Protection and Insurance Information" webpage has a link to Valley Water's annual mailer which includes the CRS 9 topics. Palo Alto's utility insert includes all three additional PPI priority messages, and the Flood Information and Winter Storm Preparedness website has a link to the utility insert which shows the three additional PPI. City of Santa Clara's "Flood Protection Information" web page includes resources for preparedness.		

Valley Water hosted Coastal Cleanup Day (CCD) on September 23, 2023 (Results: 52 organized clean-up sites; 1,100 volunteers; 24,076 pounds of garbage on roadsides, along water channels and other public properties; 3,584 pounds of recyclable material that had been improperly discarded was collected) <https://morganhilltimes.com/Volunteers-pick-up-tons-of-garbage-on-coastal-cleanup-day/>;

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			FY 2024 (Year 3 of the 2021 PPI) Outreach Projects Accomplishments		INPUT HERE ONLY	
			(SCC OP #17) Hosts a "Storm and Flood Information and Resources" webpage available for all residents in the county, includes re-directing to www.sccgov.org/sites/opd/Pages/storm.aspx	Santa Clara County Office of Public Affairs	N/A	Santa Clara County: No update available - non-CRS participating community
			(SCC OP #18) Hosts a "Flood Safety Information" webpage, includes re-directing to www.vallewater.org/floodready	Santa Clara County Consumer Protection Division	N/A	Santa Clara County: No update available - non-CRS participating community
			(SCC OP #19) Hosts a "Be a Prepared Community Member" webpage that includes emergency preparedness information https://emergencymanagement.sccgov.org/be-prepared-community-member	Santa Clara County Office of Emergency Management	N/A	Santa Clara County: No update available - non-CRS participating community
			(SCC OP #20) Hosts a "People with Access and Functional Needs (AFN)" webpage https://emergencymanagement.sccgov.org/people-access-and-functional-needs-afn	Santa Clara County Office of Emergency Management	N/A	Santa Clara County: No update available - non-CRS participating community
			(CUP OP#21) Hosts a "Citizen Preparedness" webpage that includes emergency preparedness information, includes re-directing to Valley Water's www.vallewater.org/floodready webpage https://www.cupertino.org/residents/community-services-programs/emergency-services/citizen-preparedness	City of Cupertino Office of Emergency Services	N/A	Cupertino has archived the "Citizen Preparedness" webpage and created a new "Floodplain Management" webpage: https://www.cupertino.org/our-city/departments/public-works/permitting-development-services/floodplain-management
			(GIL OP #22) The city hosts an "Emergency Preparedness" webpage Emergency Preparedness Gilroy CA - Official Website (cityofgilroy.org) (listed in Appendix B)	City of Gilroy Fire Department	N/A	Gilroy continues to maintain an "Emergency Preparedness" webpage including a link that redirects to Valley Water's Flood Ready landing page, the National Weather Service webpage, Ready.gov, FloodSmart.gov, and the City's Flood Management webpage. The Emergency Preparedness webpage is reviewed once a month and updated as needed.
			(LA OP #23) The city's Public Works Department hosts a "Flood Zone Information" webpage on its website (listed in Appendix B) https://www.lasaltosca.gov/public-works/page/flood-zone-information	City of Los Altos Public Works Department	N/A	Los Altos' webpage is updated as needed. The webpage URL is: https://www.lasaltosca.gov/public-works/page/floodplain-management-information
			(LAH OP #24) The town hosts a "Flood Information" webpage on the town's website. This webpage	Town of Los Altos Hills	N/A	Town of Los Altos Hills: No update available - non-CRS participating community

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			(MH OP #28) The city's website has an "Emergency Preparedness" webpage <i>(listed in Appendix B)</i> http://www.morganhill.ca.gov/133/Emergency-Preparedness	City of Morgan Hill Police Department N/A Morgan Hill continues to maintain its "Emergency Preparedness" landing page. The Emergency Preparedness landing page promotes "Do 1 Thing" a 12-month program with a goal of assisting the community to be better prepared for emergencies and disasters. This information was also included in the "Weekly 411."
			(MV OP #29) Hosts a "Flood Protection and Insurance Information" webpage on its website <i>(listed in Appendix B)</i> www.mountainview.gov/depts/pw/flood_protection.asp	City of Mountain View Public Works Department N/A City of Mountain View's "Flood Protection and Insurance Information" web page includes resources for preparedness and links to Valley Water's Floodplain Mailer.
			(PA OP #30) Hosts a "Floodplain Management" webpage <i>(listed in Appendix B)</i> https://www.cityofpaloalto.org/depts/pwd/stormwater/floodzones.asp	City of Palo Alto Public Works Department N/A Palo Alto continues to host the "Floodplain Management" webpage that has all relevant information regarding flood plain management topics.
			(PA OP #31) Hosts a "Flood Safety Tips" webpage www.cityofpaloalto.org/storms_flood_safe_11-16.cdr cityofpaloalto.org	City of Palo Alto Public Works Department N/A Palo Alto continues to host the "Flood Information and Winter Storm Preparedness Webpage" which has links to the "Flood Safety Tips" flyer under "Before the Storm Additional Information."
			(PA OP #32) Hosts a "Creek Monitor" webpage <i>(listed in Appendix B)</i> https://www.cityofpaloalto.org/depts/pwd/creekmonitor/default.asp	City of Palo Alto Public Works Department N/A Palo Alto continues to host the real time creek monitor webpage that warns residents of imminent danger of flooding.
			(PA OP #33) Hosts a "Flood Information and Winter Storm Preparedness" web page which contains useful information for flood readiness <i>(listed in Appendix B)</i> https://www.cityofpaloalto.org/services/public_safety/flood_information_winter_storms/default.asp	City of Palo Alto Office of Emergency Services N/A Palo Alto continues to host the "Flood Information and Winter Storm Preparedness" website has useful information on flood preparedness for before storm, during storm and after storm.
			(SJ OP #34) The city's webpages includes a "Flood Hazard Zones" webpage which includes information of flood preparedness https://www.sanjoseca.gov/your-government/departments/public-works/development-services/floodplain-management	City of San Jose Public Works, Development Services N/A San Jose: Website includes flood zone and flood smart information. Updated link https://www.sanjoseca.gov/your-government/departments-offices/public-works/development-services/flood-hazard-zone

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Audience	1 Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)		FY 2024 (Year 3 of the 2021 PPI) Outreach Projects Accomplishments
			Assignment	2 Schedule	3 Stakeholder
Topics 1-9 and supporting messages Flood Awareness Media Campaign, including social media	Educate our community on flood protection and preparedness measures		City of Santa Clara (SC OP #35) The city's "Flood Protection Information" webpage contains valuable information on flood related topics https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/flood-protection (also listed in Appendix B)	N/A	Santa Clara: Website is updated and maintains flood topic information
			City of Saratoga (SAR OP #36) The city's website encourages residents/businesses to purchase flood insurance and redirects visitors to www.floodsmart.gov	N/A	Saratoga: No update available - non-CRS participating community
			City of Saratoga (SAR OP #37) The city has a "Staying Safe, Winter Storms" webpage. They have also linked the city's Winter Storms webpage to Valley Water's Flood Ready webpage https://www.saratoga.ca.us/218/Winter-Storms	N/A	Saratoga: No update available - non-CRS participating community
			City of Sunnyvale (SUN OP #38) The city has a "Flood Protection" webpage. Sunnyvale, CA - Flood Protection (listed in Appendix B)	N/A	Sunnyvale: The City continues to maintain its flood protection website.
			Valley Water Communications (VW OP #39) Conducts a flood awareness media campaign, reaching the community at large, including our multilingual community. Many of the Santa Clara County CRS Communities recognize Valley Water's Flood Awareness Campaign and link it on their community's flood information web page and redirect to Valley Water's Flood Ready webpage (Topics 1-9) <i>Campaign features social media videos and postings on various platforms (i.e., Facebook, Twitter, Instagram, Nextdoor, etc.), digital banners, newspaper advertisements, radio ads, billboards, utility bill inserts for communities to use, communities redirect to ValleyWater.org/FloodReady and television/mobile ads targeting residents who live in flood-prone areas and multilingual ethnic communities</i>	Annually, for the duration of the rainy season, typically from November to April	Valley Water's FY24 Flood Awareness Campaign theme was "Get Flood Ready, You Live in a Flood Zone." Valley Water's outreach employed digital geo-targeting technologies to reach businesses and residents in the flood zone. The campaign sought to drive awareness of flood risk, encourage residents to sign up for emergency alerts, and know where to find sandbags. Our materials emphasized our efforts to reduce the risk of flooding by working on capital improvement projects and showcasing our crews' work before, during, and after a storm emergency to keep the community safe from flooding. The overarching message was that we are ready and ask everyone to take steps to be flood-ready. An educational paid advertising campaign supplemented Valley Water's community outreach effort. Polling results from the prior winter campaign supported the advertising campaign, helping to understand target audiences and their awareness levels and explore what educational messages and images most appealed to them.

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					The Flood Awareness Campaign lasted six months, from October 2023 to March 2024, and cost \$336,000. Valley Water's FY24 Annual Flood Awareness Campaign cemented the shift to a digital geo-targeted campaign supplemented by four direct multilingual mailings to approximately 49,806 homes and businesses in or near a high-risk flood area, as designated by the FEMA Special Flood Hazard Area (SFHA). See Attachment 3 of the FY24 Annual Evaluation Report for flood awareness campaign and post campaign survey details. Los Altos included an insert provided by Valley Water to all residents and businesses via a refuse collection bill insert in November 2022 (non-residential) and January 2023 (residential). Morgan Hill's flood preparedness outreach efforts for FY24 are listed below: - August 1, 2023 - Hosted 'National Night Out.' Flood preparedness information (Valley Water floodplain mailer, red 'Get Flood Ready' which includes an emergency supply list, tote bags, etc.) were distributed and general Flood Facts were posted for the public's information. - August 25, 2023 - Included Emergency Preparedness resources and tips in its Weekly 411. - September 2023 - Announced in its Weekly 411 that September was Emergency Preparedness Month. City's Office of Emergency Services also held an Emergency Preparedness Presentation on September 20, 2023 at the City's Centennial Recreation Senior Center. - October 2023 - Starting in July 2023, began participating in the ongoing statewide agency coordination calls that led up to California Flood Preparedness Week held during the week of October 21-28, 2023.

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					Assignment ² Schedule ³ Stakeholder INPUT HERE ONLY
			(VW OP #40) As part of the flood awareness campaign, a 'Get Flood Ready, Social Media and Web Resources Guide' is provided to all cities/county in Santa Clara County for their use as part of their outreach efforts	Valley Water	All Santa Clara communities support and promote Valley Water's outreach projects Valley Water also deployed a small-scale multilingual social media campaign with the slogan "Get Flood Ready" on social media and web platforms. The campaign launched in winter 2023, starting with the season's first rains, and continued through March 2024. A key strategy for the paid flood awareness campaign was incorporating the 2021 Program for Public Information (PPI) 6 priority topics and the three additional outreach topics, including messages supporting the nine topics, in Valley Water ads. Staff crafted messages derived from Valley Water's annual FPM to residents in the SFHA. The 'Get Flood Ready' Partner Toolkit (https://contact.cc/461w8d4) includes 'Multilingual Flood Ready Tips' for communities to share the 9 key multilingual flood preparedness tips on social media or post individually as a multilingual slideshow. Download CRS tips See Attachment 3 of the FY24 Annual Evaluation Report for flood awareness campaign and post campaign survey details. Los Altos has included links to the flood awareness campaign web resources in electronic newsletters during the 2022/2023 flood season and on the city's website. Morgan Hill's Public Information utilizes Valley Water's Get Flood Ready social media and resources as they deem applicable on any given period. Mountain View's "Flood Protection and Insurance Information" webpage has links to Valley Water's Get Flood Ready webpage.

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					INPUT HERE ONLY
					Palo Alto has Valley Water's Flood Awareness Campaign linked on the City's Flood Information and Winter Storm Preparedness website.
					Santa Clara has Valley Water's Flood Awareness Campaign linked on the City's Public Works, Engineering, Flood Protection Information landing page on their website.
					All Santa Clara communities flood protection resource landing pages redirect to Valley Water's Flood Ready landing page.
				N/A	Santa Clara County: No update available - non-CRS participating community
				City of Cupertino	N/A
				City of Gilroy	N/A
				Town of Los Altos Hills	N/A
				Town of Los Gatos	N/A
				City of Mountain View	N/A
			Cupertino continues to maintain the "Floodplain Management" webpage, including a link that redirects to Valley Water's Flood Ready webpage.		
			Gilroy: The "Emergency Preparedness" and Public Works "Flood Management" webpage both link to Valley Water's Flood Ready webpage.		
			Town of Los Altos Hills: No update available - non-CRS participating community		
			Town of Los Gatos: No update available - non-CRS participating community		
			Mountain View shared several social media posts before, during and after the major rain events during the winter. Posts included information on preparation, forecasts for rain events and real time updates on current flooding.		

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					The FPM is posted on our website https://online.boulder.com/teap/dkwt/ Valley Water's 2023-2024 Flood Awareness Outreach Partner Toolkit (https://conta.cc/46LwBzd) was made available for download to all partnering agencies and includes access to our FPM. In mid-October 2023, Valley Water's 2023-2024 Flood Awareness Outreach Partner Social Media Toolkit, 'Get Flood Ready', was available for download to all partnering agencies, including CRS communities. The toolkit provided digital and social media banners and animations featuring the campaign's calls to action: Get flood ready, know your risk, sign up for emergency alerts, and find sandbags. The toolkit included multilingual graphics showcasing the 9 CRS tips and offered the opportunity to request co-branded bill inserts and banners. Cupertino distributes copies of Valley Water's Floodplain Mailer at various fairs/events and provides additional copies for the public on display at City Hall. Los Altos distributes copies of the Valley Water's Floodplain Mailer and postcards at City Hall and Community Center buildings. Mountain View distributes copies of Valley Water's Floodplain Mailer and postcards at City Hall and during tabling events such as Earth Day and Summer Kick-Off. Palo Alto distributes Valley Water's multi-language floodplain mailer during fairs during Earth Day event and Palo Alto's Open House every year. Santa Clara: Fliers and additional information are currently at city hall and public library.

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Audience	1 Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #) Assignment2 Schedule3 Stakeholder FY 2024 (Year 3 of the 2021 PPI) Outreach Projects Accomplishments		
			INPUT HERE ONLY		
					All Santa Clara communities support and promote Valley Water's outreach projects.
			(CUP OP #53) Distributes flood readiness outreach materials at various events/facilities	City of Cupertino	Cupertino distributes copies of Valley Water's Floodplain Mailer and other promotional items provided by Valley Water at various fairs/events and provides additional copies of the mailer for the public on display at City Hall.
			(GIL OP #54) Participates in two fair/events: Gilroy Garlic Festival (GF) and city's Public Works Week Community Open House (PWCOH)	City of Gilroy	Gilroy: There was no Garlic Festival (due to the shooting at this festival in July 2019, the City has postponed this event indefinitely), so no materials were distributed at this event. However, on August 1, 2023, the City hosted National Night Out where flood readiness materials were distributed. Materials were also distributed during the PWCOH on May 22, 2024.
			(LAH OP #55) Hosts two events - Earth Day (ED) and the Town Picnic (TP)	Town of Los Altos Hills	Town of Los Altos Hills: No update available - non-CRS participating community
			(MIL OP #56) Distributes FEMA flood-related publications at various events	City of Milpitas	Milpitas: Ongoing. Distributing flood ready kits and information on "Earth Day" which is on April 22, 2024.
			(MY OP #57) The city participates Mountain View Art & Wine Festival (MVA&WF) and Thursday Night Live (TNL) and distributes flood preparedness information	City of Mountain View	Mountain View attends various events such as Earth Day, Summer Kick-Off, and Public Works Week and distributes flood readiness fliers and handouts during these events.
			(PA OP #58) Staff hosts a flood readiness table at city's annual Earth Day (ED) event and at the city Municipal Corporation Open House (MCOH). Upon request, the city also participates in other fairs and promotes flood readiness, including Creekwise mailer/brochure	City of Palo Alto	Palo Alto hosted a flood readiness table at the Earth Day Event on 4/20/24 and will host a table at the City Municipal Corporation Open House which will be held on 7/15/24 (FY25).
			(SJ OP #59) Staff hosts and participates in the 'Building Permits and Home Safety Open House'. The city's also hosts 'Pumpkins in the Park' event which Valley Water staff participates in and promotes flood preparedness	City of San Jose	San Jose hosts the annual Building and Home Safety Open House. This year's open house was held on 5/2/24. The City also hosted "Pumpkins in the Park" on 10/14/23. Valley Water hosted an information

Valley Water hosted Coastal Cleanup Day (CCD) on September 23, 2023 (Results: 52 organized clean-up sites; 1,100 volunteers; 24,076 pounds of garbage on roadsides, along water channels and other public properties; 3,584 pounds of recyclable material that had been improperly discarded was collected) <https://morganhilltimes.com/Volunteers-pick-up-tons-of-garbage-on-coastal-cleanup-day/>;

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			INPUT HERE ONLY						
	Topic 3: Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders Message 3C – Learn the best route to high ground Topic 9: Understand shallow flooding risks – don't drive through standing water Message 9A - Understand shallow flooding risks - don't drive through standing water FEMA's message: "Turn Around Don't Drown®"	Less damage due to the floods; improve sandbag distribution Fewer accidents and rescues		(SC OP #60) City hosts a flood readiness table at the Art & Wine Festival. Valley Water also sponsors a table at the festival promoting flood preparedness and distributes various flood readiness materials to the community	City of Santa Clara	Each September	N/A	booth and distributed flood preparedness information on flood safety and emergency preparedness materials, including Valley Water's annual floodplain mailer.	
				(SUN OP #61) City has permanent "Road May Flood" street signs in areas of the City prone to flooding and promotes the "Flood Zone Look Up" featured on the city's website	City of Sunnyvale	Year Round	N/A	Sunnyvale: Ongoing. City staff still promote the use of the "Flood Zone Lookup."	
		Topic 4: Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood Topic 5: Build responsibility Message 5A - Build responsibly in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build	Increase in inquiries on retrofitting measures. Decrease the number of repairs and elevations without permits. Increase number of repairs with permits Ensure people who are interested in protecting their property from flooding are getting the help they need Keep families safe	(CUP OP #62) The city offers Flood Protection Assistance, Property Protection Advice. Staff provides in-person flood risk consultation at the front counter and/or site visits when requested (MIL OP # 63) The city offers Flood Protection Assistance, Property Protection Advice and provides in-person flood risk consultation at the front counter (SC OP #64) The city offers Flood Protection Assistance, Property Protection Advice	City of Cupertino City of Milpitas City of Santa Clara	Year Round Year Round Year Round	N/A N/A N/A	Cupertino: Ongoing. The City maintains a log of FEMA-related requests. Milpitas: Ongoing. City maintains logs of FEMA-related requests. Santa Clara: On-going per requests to the city	
		Topic 6: Protect natural floodplain functions Message 6A -Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don't pollute, dump, or drain anything in creeks	Cleaner streams and fewer dumping violations Fewer debris blockages during high-flow events Drainage inspectors report fewer calls and a decrease in the amount of trash removed	(VW OP #65) "Do Not Dump"/Illegal dumping message is sent each year to all Santa Clara County residents in Valley Water's CWM and FPM	Valley Water Communications	Each late October or November (CWM) Each November/December (FPM)	All Santa Clara County CRS Communities	Valley Water's FY24 FPM included the "Do Not Dump/Illegal to Dump" (Topic 7, page 5) messaging. Additionally, Valley Water's website "Get Flood Ready Essential Tips" landing page contains "Keep debris and trash out of our streams," and the dump, or drain anything in creeks" under the "Flood Safety Advice: Before a Flood" section, and our "Report Creek Blockages and local street flooding" promotes the do not dump/illegal dumping message.	

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					https://www.valleywater.org/flooding-safety/flood-ready https://www.valleywater.org/flooding-safety/flood-ready/flood-safety-advice https://www.valleywater.org/flooding-safety/flood-ready/report-creek-blockages-local-flooding Valley Water hosted Coastal Cleanup Day (CCD) on September 23, 2023 (<i>Results: 53 sites; 1,209 Volunteers; 61.06 distance cleaned (miles); 23,456 weight of trash collected (rounded up to the nearest pound); 3,614 weight of recyclables collected (rounded up to the nearest pound); and</i> National River Cleanup Day (NRCDD) on May 18, 2024 (<i>Results: 43 sites; 690 Volunteers; 66.22 distance cleaned (miles); 16,481 weight of trash collected (rounded up to the nearest pound); 773 weight of recyclables collected (rounded up to the nearest pound)</i> https://cleancreek.org/bast-results-2/ Several Santa Clara communities participate in these clean-up events. Cupertino's "Floodplain Management" webpage has a link to Valley Water's Floodplain Mailer. The City also includes the "Do Not Dump" messaging in The Cupertino Scene's annual flood preparedness article. Morgan Hill includes this message in their annual Flood Report. The report is posted on the City's "Floodplain Management" landing page. Mountain View's "Flood Protection and Insurance Information" webpage has a link to Valley Water's Floodplain Mailer and notes who to call in the city to report illegal dumping.

Valley Water hosted Coastal Cleanup Day (CCD) on September 23, 2023 (*Results: 52 organized clean-up sites; 1,100 volunteers; 24,076 pounds of garbage on roadsides, along water channels and other public properties; 3,584 pounds of recyclable material that had been improperly discarded was collected*)
<https://morganhilltimes.com/Volunteers-pick-up-tons-of-garbage-on-coastal-cleanup-day/>;

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						INPUT HERE ONLY
						Palo Alto has Valley Water's CWM and FPM linked on the City's Flood Information and Winter Storm Preparedness website.
				(VW OP #66) "Do Not Dump" signs placed by waterways/channels	Valley Water O&M Year Round	All Santa Clara communities support and promote Valley Water's outreach projects.
				(VW OP #67) Lists Pollution Hotline number in all Project Notices	Valley Water Communications Year Round	Valley Water's Operations & Maintenance continues its practice of placing 'Do Not Dump' signs on waterways/channels.
				(SCC OP #68) Storm Drain Stenciling/Medallion Program	Santa Clara County Year Round	All Santa Clara communities support and promote Valley Water's outreach projects.
						Mountain View installs Stenciling/Medallion on all catch basins and inlets in the public right of way.
						Palo Alto installs Storm Drain Stenciling/Medallion on all public right of way catch basin and inlets.
						City of Santa Clara: Medallion installed on public catch basins/inlets.
				(SUN OP #69) The city's "Horizon" newsletter, includes Do Not Dump messaging	City of Sunnyvale	City of Santa Clara: No update available - non-CRS participating community.
					Annually, fall	Sunnyvale: The City still produces the Horizon newsletter and includes a "Do Not Dump" message. It was published in fall 2023.

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			(ALL OP #70) Developments that are modifying or constructing new catch basins/storm drains/inlets are required, per the below-noted permits, to stencil the "No Dumping! Flows to Bay." In addition, some of these cities require all bid documents for capital projects which are modifying or constructing new catch basins, and require the contractors to install the same stencil. The program is also highlighted on cities' websites. - South County municipalities are subject to the statewide "Phase II" NPDES Permit - North County municipalities are subject to the SF Bay Municipal Regional Stormwater NPDES Permit	Year Round N/A
			All Add Headings (Format > Paragraph styles) and they will appear in your table of contents. Valley Water mark's each inlet with a "No Dumping! Flows to Bay" message on Valley Water properties. Cupertino requires all storm drain inlets to include a medallion with "NO DUMPING - FLOWS TO CREEK/BAY" for development projects. Gilroy requires all new storm inlets and catch basins to include a stencil or medallion with no dumping, flows to creek/waterway language for development projects. Morgan Hill requires all storm drain inlets and catch basins within the project area of development applications to be stenciled with prohibitive language (such as: "NO DUMPING – DRAINS TO CREEK") and/or graphical icons to discourage illegal dumping. Mountain View requires all storm drain inlets to include a medallion with "NO DUMPING - FLOWS TO CREEK/BAY" for development projects. Palo Alto requires all storm drain inlets to include a medallion with "NO DUMPING-FLOWS TO CREEK/BAY" for development projects. City of Santa Clara provides and installs "No Dumping Flows to Bay" medallions near each catch basin for any new storm drain inlets constructed as part of a project per the City specifications Cupertino includes the "Do Not Dump" messaging in The Cupertino Scene's annual flood preparedness article. Cupertino participated in Coastal Clean-Up Day on 9/23/23 and National River Clean-Up Day on 5/18/24. The City no longer participates in Valley Water's Adopt-a-Creek Program.	INPUT HERE ONLY

Valley Water hosted Coastal Cleanup Day (CCD) on September 23, 2023 (Results: 52 organized clean-up sites; 1,100 volunteers;24,076 pounds of garbage on roadsides, along water channels and other public properties; 3,584 pounds of recyclable material that had been improperly discarded was collected) <https://morganhilltimes.com/Volunteers-pick-up-tons-of-garbage-on-coastal-cleanup-day/>;

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			Assignment	² Schedule	³ Stakeholder		
			FY 2024 (Year 3 of the 2021 PPI) Outreach Projects Accomplishments				
			INPUT HERE ONLY				
			(LAH OP #73) The town participates in annual clean-up events: National River Clean-up Day (each May) and Coastal Clean-up Day (each September) and coordinates volunteers. They coordinate with Valley Water on both these clean-up efforts. The town also participates in Valley Water's Adopt-a-Creek Program	Town of Los Altos Hills	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship	Town of Los Altos Hills: No update available - non-CRS participating community.
			(MIL OP #74) "Flood Public Advisory" brochure contains dumping is illegal messaging and how to report	City of Milpitas	Annually from December to January	N/A	Milpitas: Utility bill inserts was sent to every address in Milpitas in May 2024, and will be sent out within the fiscal year going forward. This was sent out in four languages (English, Vietnamese, Spanish, and Chinese).
			(MIL OP #75) Participates in annual clean-up events: National River Clean-up Day (NRCD) and Coastal Clean-Up Day (CCD). They coordinate with Valley Water on both these clean-up efforts. The city also participates in Valley Water's Adopt-a-Creek Program	City of Milpitas	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship	Milpitas: CCD held as an in-person event on September 22, 2023. NRCD was held or May 18, 2024 with one cleanup location.
			(MH OP #76) "Flood Report" contains message on keeping debris and trash out of streams – Do Not Dump messaging	City of Morgan Hill	Annually, close to or during the start of the rainy season	N/A	Morgan Hill's "2024 Flood Report" brochure will contain the message "It's illegal to dump debris and trash into our creeks."
			(PA OP #77) "Are You Ready for Winter Storms?" utilities insert contains the Do Not Dump and report illegal dumping messages	City of Palo Alto	Each fall	N/A	Palo Alto includes Do Not Dump and Report Illegal Messages on City's utility insert that was sent out in October 2023.
			(PA OP #78) Utility bill insert includes a 'Utility Announcement on Flood Safety Tips,' including Protect natural floodplains - keep rain gutters and drainage channels free of debris	City of Palo Alto	Annually, March-April	N/A	Palo Alto includes Protect Natural Floodplains-keep rain gutters and creeks free of debris messages on flood safety tips sent as Utility Announcement and the flier sent as an attachment on utility bills every year.
			(PA OP #79) Participates in annual clean-up events: National River Clean-up Day (NRCD) and Coastal Clean-Up Day (CCD). They coordinate with Valley Water on both these clean-up efforts. Additionally, the city participates in Valley Water's Adopt-a-Creek Program	City of Palo Alto	Each May (NRCD) and September (CCD)	Volunteers Valley Water Stream Stewardship	Palo Alto participates every year during National River Clean-up Day on Matadero and Adobe Creek. Palo Alto also participates in the multi-jurisdictional effort on creek clean-up of San Francisco Creek.
			(PA OP #80) Clean-ups of trash booms located in Matadero Creek and Adobe Creek are done annually on an as-needed basis. The city also assesses its hot spots and cleans up the local drainage system on an ongoing basis and part of its operations and maintenance	City of Palo Alto	Annually, as needed	N/A	Palo Alto City staff continue clean-ups of trash booms on Matadero Creek and Adobe Creek, assess hot spots and clean ups on an ongoing basis on the entire City's storm drain network system.

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Santa Clara County Multi-Jurisdictional PPI 2021					
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Audience	1 Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)		
			Assignment	2 Schedule	3 Stakeholder
Residents and Businesses in the Special Flood Hazard Area (SFHA)	<u>Topic 1:</u> Know your flood hazard Message 1A - Know your flood risk Message 1B - Contact your floodplain manager to find out if your property is in a floodplain Message 1C - Check if your home or business is in a Special Flood Hazard Area <u>Topic 2:</u> Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B - Insure your property Message 2C - There is a 30-day waiting period for the policy to take place <u>Topic 3:</u> Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders Message 3C - Learn the best route to high ground <u>Topic 4:</u> Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood <u>Topic 5:</u> Build responsibility Message 5A - Build responsibility in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build <u>Topic 6:</u> Protect natural floodplain functions Message 6A - Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don't pollute, dump, or drain anything in creeks <u>Topic 7:</u> Develop a Family Emergency Plan Message 7A: Develop an emergency plan	(SUN OP #81) "Horizon" newsletter includes a "Know How to Be FloodSafe" article that promotes the Do Not Dump message (VW OP #82) Multi-language floodplain mailer (FPM) to all residents and businesses within the SFHA in Santa Clara County (Topics 1- 9)	City of Sunnyvale	Each October, Fall Edition	N/A
- Low Lying Areas, Along Rivers and Creeks - Coastal Communities at Risk for Sea Level Rise/Tsunamis - Repetitive Loss (RL) Areas		Residents/businesses in the SFHA are aware they're in the SFHA and prepare before floods Increase in number of flood insurance policies in the SFHAs and RLAs in the county in general Prospective buyers understand flood risks Increase number of elevation certificates on file, and structures repaired with permits; decrease the number of repetitive loss increase homes Increase in the number of flood insurance policies with contents coverage		Valley Water	All
			Sunnyvale: The City still includes a "Flood Safe" message in the fall Horizon. It was published in fall 2023. Annual Floodplain Mailer (FPM) - Valley Water's multi-language (English, Spanish, Chinese, and Vietnamese) annual FPM "Get Flood Ready. You Live In A Flood Zone" (dated 09/23) mailed on December 2023 to approximately 49,806 homes and businesses in or near a high-risk flood area, as designated by the FEMA Special Flood Hazard Area (SFHA)... https://online.fluidbuilder.com/teap/ckwt/ The FPM featured QR codes, a magnet with important flood safety websites, a detachable emergency phone list, photos of our most recent flood protection projects, a slideshow of our storm management efforts, which include operating an EOC, filling sandbags, monitoring stream levels, and removing blockages, A QR code led to a video showcasing our stream maintenance work to prevent flooding. https://youtube.com/watch?v=XCEix0ZfQ2s&list=PLwmmCSi0ldkq Hard copies of the FPM's (quantities noted below, as requested by the communities), postcards and tri-folds were also mailed to each city/county in approximately January 2024 and the FPM was mailed in approximately November/December 2023		
			Community	Floodplain Mailer	Postcard / Tri-fold
			City of Los Altos	50	100 / 20
			Town of Los Altos Hills	25	150 / 20
			City of Los Altos	25	25 / 20
			Gatos	50	25 / 20
			City of Milpitas	150	150 / 150
			City of Morgan Hill	25	25 / 20
			City of Mountain View	50	50 / 20
			City of Cupertino	150	300 / 50
			Volunteer Program		

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				FY 2024 (Year 3 of the 2021 PPI) Outreach Projects Accomplishments											
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Topic 8: Download disaster Apps Message 8A - Download disaster emergency apps Topic 9: Understand shallow flooding risks – don't drive through standing water Message 9A - Understand shallow flooding risks - don't drive through standing water FEMA's message: "Turn Around Don't Drown"."						<table><tr><td>City of Palo Alto</td><td>100</td><td>25/20</td></tr><tr><td>City of Sunnyvale</td><td>25</td><td>25/20</td></tr><tr><td>All other cities/county (6 ct.)</td><td>25</td><td>25/25</td></tr></table>	City of Palo Alto	100	25/20	City of Sunnyvale	25	25/20	All other cities/county (6 ct.)	25	25/25
						City of Palo Alto	100	25/20							
						City of Sunnyvale	25	25/20							
						All other cities/county (6 ct.)	25	25/25							
						The FPM, postcards, and trifolds posted on Valley Water's website "Flood Ready" landing page: https://www.valleywater.org/flooding-safe/flood-ready									
Valley Water's FPM was distributed throughout the county various events through the flood season, and we kept copies in our HQ lobby area.															
The City of Los Altos posted Valley Water's FPM on our flood protection website and we kept copies in the city hall lobby.															
The City of Cupertino posted Valley Water's FPM on our flood protection website and we kept copies in the City Hall lobby.															
All Santa Clara communities support and promote Valley Water's outreach projects.															
Cupertino published the annual flood preparation article in the September 2023 issue of "The Cupertino Scene".															
Los Altos mailed letters to all SFHA property owners in October 2023.															
Town of Los Altos Hills: No update available - non-CRS participating community.															
Milpitas: Utility bill inserts was sent to every address in Milpitas in May 2024, and will be sent out within the fiscal year going forward. This was sent out in															

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								INPUT HERE ONLY	
								four languages (English, Vietnamese, Spanish, and Chinese).	
			(MH OP #87) Sends a citywide "Flood Report" brochure, including to those in the SFHA (Topics 1-9)	City of Morgan Hill	Annually, close to or during the start of the rainy season	N/A		Morgan Hill's "2024 Flood Report" brochure is anticipated to be mailed out in July/August 2024.	
			(MV OP #88) Sends "The View" citywide newsletter, Winter version, includes information on flood risk, flood safety, and the importance of buying flood insurance (Topics 1-9)	City of Mountain View	Fall newsletter edition	N/A		Mountain View sent out "The View" for Fall/Winter 2023 with information on flood risk, flood safety, and the importance of buying flood insurance (Topics 1-9)	
			(MV OP #89) Mails a utility bill insert to all resident and businesses that contains information on flood risk, flood safety, and the importance of buying flood insurance (Topics 9)	City of Mountain View	Between July - September	N/A		Mountain View sent out Valley Water's Get Flood Ready flier as a utility billing insert to every City utility customer in December 2022.	
			(PA OP #90) Sends the "Are You Ready for Winter Storms?" flier (<i>aka utilities mailer</i>) to all residents and businesses in the city, including to those in the SFHA, along with their utility bills (Topics 1-9)	City of Palo Alto	Each fall	N/A		Palo Alto sent "Are you Ready for Winter Storms?" flier as utility inserts was sent out in September 2023.	
			(PA OP #91) Sends out utility announcement, "Anytime it can rain, it can flood. Don't get caught off-guard" (Topics 1, 2, 3, 4, 5, 6, 7, 8, 9 – <i>will pursue adding other topic</i>)	City of Palo Alto	Each March/April	N/A		Palo Alto sent flood safety tips as a utility announcement in December 2023.	
			(SC OP #92) Mails out a citywide, including all addresses in the SFHA, newsletter for residents and businesses called "Inside Santa Clara" (Topics 1-9)	City of Santa Clara	Each fall	N/A		Santa Clara: An additional Flood Preparedness email was sent out 12/13/23, with a utility bill insert mailed to residents in Spring of 2024.	
			(SUN OP #93) Sends two (2) mailers and one (1) "Horizon" newsletter article "Know How to Be Flood Safe" that promotes flood safety and flood preparedness messaging targeted to all residents and businesses within the SFHA (Topics 2 and 4)	City of Sunnyvale	Each fall around October	N/A		Sunnyvale: The City still sends out mailers to targeted residents and a flood safe newsletter article. The mailers were sent October 2023.	
			(SUN OP #94) Sends mailer to all those in the SFHA (Topics 1-4, and 7)	City of Sunnyvale	Each October	N/A		Sunnyvale: The City still sends out these mailers. The mailers were sent October 2023.	
			(SCC OP #95) Sends letters to the properties in the unincorporated section in the areas of the county's mapped repetitive loss areas	Santa Clara County	Annually, each fall	N/A		Santa Clara County: No update available - non-CRS participating community.	

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	Message 2C – There is a 30-day waiting period for the policy to take place	Increase in the number of flood insurance policies with contents coverage	(CUP OP #96) Continues to send a letter to former repetitive loss properties	City of Cupertino	Annually, mid-year	N/A
			(MH OP #97) Sends a notice to repetitive loss (RL) areas as required by FEMA	City of Morgan Hill	Annually, each summer	N/A
			(PA OP #98) Sends letters to the properties in the city's mapped repetitive loss areas, highlighting flood safety tips	City of Palo Alto	Annually, typically August - September	N/A
			(SJ OP #99) Sends letters to the properties in the city's mapped repetitive loss areas	City of San Jose	Annually, each typically between September - December	N/A
						Cupertino continues to send out an annual letter to former repetitive loss properties. Morgan Hill will send letters to properties in the City's mapped repetitive loss areas in June 2024. Palo Alto sent letters to properties in the City's mapped repetitive loss areas, highlighting flood safety tips in August 2023. San Jose sent letters to general repetitive loss property areas in March 2024.

Appendix A						
CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021 FY 2024 (Year 3) Outreach Projects Accomplishments by CRS Communities						
Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)	Assignment ² Schedule ³ Stakeholder		
Messengers to Other Target Audiences & (Organizations & Businesses Serving the Community)	Topic 1: Know your flood hazard Message 1A - Know your flood risk Message 1B - Contact your floodplain manager to find out if your property is in a floodplain Message 1C - Check if your home or business is in a Special Flood Hazard Area	Educate our community on flood protection and preparedness measures by working and coordinating with groups who serve as messengers, to people who are at risk of flooding, as they provide their respective business service	(VW OP #100) Administers a "Let's Talk Water" Speakers Bureau Program that customizes presentations to update groups on specific issues, provide updates on Valley Water projects, including flood protection projects and to educate residents on existing flood risks as well as provide resources and tips to be flood ready. https://www.valleywater.org/learning-center/lets-talk-water-speakers-bureau	Valley Water Communications Unit	On a project-specific basis or as requested	Could vary from year-to-year
	Topic 2: Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B - Insure your property Message 2C - There is a 30-day waiting period for the policy to take place					Kiwanis Rotary Clubs Homeowners and
	Topic 3: Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders Message 3C - Learn the best route to high ground					Neighborhood Associations Forum Groups Association of Realtors
	Topic 4: Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood					
	Topic 5: Build responsibility Message 5A - Build responsibly in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build					
	Topic 6: Protect natural floodplain functions Message 6A - Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don't pollute, dump, or drain anything in creeks					
	Topic 7: Develop a Family Emergency Plan Message 7A: Develop an emergency plan Message 8A - Download disaster emergency apps					

FY 2024 (Year 3 of the 2021 PPI)
Outreach Projects Accomplishments

Assignment² Schedule³ Stakeholder

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In FY24, Valley Water's 'Let's Talk Water Speakers Bureau Program' reached the 22 organizations listed below. All general presentations mention flood protection and the need to 'Get Flood Ready' regardless of the county's drought status. They also include links to Valley Water's 'Flood Ready' information and resources webpage ([ValleyWater.org/floodready](https://www.valleywater.org/floodready)), the hotline to call to report obstructions in creeks, and flood preparedness collateral available for all in-person events.

Valley Water's Speakers Bureau Program can customize presentations to update community groups on water-specific issues and provide updates on projects in their area. The FY24 presentations that included flood preparedness information are listed below

1. June 2, 2023 – Rotary Club of Saratoga luncheon (FY23)

2. June 12, 2023 – Almaden Valley Community Association meeting (FY23)

3. June 22, 2023 – Gilroy Sons in Retirement meeting (FY23)

4. July 11, 2023 – Morgan Hill Kiwanis Club meeting

5. July 19, 2023 – Rotary Club of Morgan Hill meeting

6. July 25, 2023 – After Hours Rotary Club of Gilroy meeting

7. August 3, 2023 – Evergreen Community Roundtable

8. October 4, 2023 – Almaden Senior Association meeting

9. November 16, 2023 – San Jose Sons in Retirement meeting

10. November 29, 2023 – Rocketship School Parents meeting

Appendix A CRS Creditable Outreach and Flood Response Projects by CRS Community Santa Clara County Multi-Jurisdictional PPI 2021 FY 2024 (Year 3) Outreach Projects Accomplishments by CRS Communities					
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	Topic 9: Understand shallow flooding risks – don't drive through standing water Message 9A - Understand shallow flooding risks - don't drive through standing water FEMA's message: "Turn Around Don't Drown."				INPUT HERE ONLY 11. December 1, 2023 – Leadership Sunnyvale meeting 12. December 7, 2023 – Palo Alto Kiwanis Club meeting 13. January 8, 2024 – Berryessa Citizen Advisory Committee 14. January 26, 2024 – Valley Water Next Gen Career Pathways 15. February 4, 2024 – Unitarian Fellowship of Los Gatos 16. February 9, 2024 – The Forum 17. February 28, 2024 – Lions Club of Willow Glenn meeting 18. March 4, 2024 – Leadership Morgan Hill meeting 19. March 12, 2024 – Oak Grove Neighborhood Association meeting 20. March 19, 2024 – Santa Clara City Libraries 21. April 4, 2024 – Valley Water 101 Academy 22. April 18, 2024 – Kaiser Permanente Physicians All Santa Clara communities support and promote Valley Water's outreach projects. Valley Water staff made a concerted effort to actively participate in community events, including community festivals and emergency preparedness affairs, particularly in communities and neighborhoods in or near flood zones. In FY24 (from September 2023 – May 2024), Valley Water and the communities' staff hosted 25 booths and distributed flood preparedness information on flood safety and emergency preparedness materials, including Valley Water's annual FPM. Those events are listed below.

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					INPUT HERE ONLY
					1) 2023 Santos Family 17th Annual Car Show, Alviso, CA – 9/2/23 2) Silicon Valley Fall Festival (Day n Night Festival), Cupertino, CA – 9/9/23 3) Mountain View Art & Wine Festival – 9/9 – 9/10/23 4) Viva Calle, San Jose, CA – 9/10/23 5) Picnic by the Lake Multicultural Festival and Resource Fair, San Jose, CA – 9/20/23 6) County Parks La Fuente Celebration, San Jose, CA – 9/23/23 7) Children's Moon Festival, San Jose, CA – 9/30/23 8) Assembly Member Ash Kalra's Veggie Fest, San Jose, CA – 10/7/23 9) Supervisor Lee's Day on the Bay, Alviso, CA – 10/14/23 10) Bay Area Diwali Festival of Lights, Cupertino, CA – 10/14/23 11) Pumpkins in the Park, San Jose, CA – 10/14/23 12) Shoreline 40th Anniversary Event, Mountain View, CA – 10/15/23 13) Teatro Vision Dia de Los Muertos Matinee, San Jose, CA – 10/20/23 14) South Asian Cultural Association of Sunnyvale's Diwali Festival – 10/21/23 15) Morgan Hill Kidz Fest and Safe Trick or Treat – 10/28/23 16) City of Morgan Hill Fourth Saturday Downtown Event – 10/28/23 17) D8 Family Fall Festival, San Jose, CA – 10/28/23 18) Santa Visits Alviso – 12/9/23 19) Vietnamese American Roundtable Lunar New Year, San Jose, CA – 2/3/24 20) VMC Foundation Women's Leadership & Policy Summit, San Jose, CA – 3/23/24 21) AAUW Wildflower Run, Morgan Hill, CA – 3/24/24 22) Cupertino Earth and Arbor Day Festival – 4/20/24

Valley Water hosted Coastal Cleanup Day (CCD) on September 23, 2023 (Results: 52 Organized Clean-up sites; 1,100 volunteers;24,076 pounds of garbage on roadsides, along water channels and other public properties; 3,584 pounds of recyclable material that had been improperly discarded was collected) <https://morganhilltimes.com/Volunteers-pick-up-tons-of-garbage-on-coastal-cleanup-day/>;

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					INPUT HERE ONLY
					23) Emergency Preparedness Workshop, San Jose, CA – 4/27/24 24) Tech Interactive Tech Challenge, San Jose, CA – 4/28/24 25) Berryessa Art Festival, San Jose, CA – 5/11/24 Morgan Hill hosted 'National Night Out' on August 1, 2023. Flood preparedness information (<i>Valley Water floodplain mailer, red 'Get Flood Ready' which includes an emergency supply list, tote bags, etc.</i>) were distributed and general Flood Facts were posted for the public's information. All Santa Clara communities support and promote Valley Water's outreach projects. In February 2024, Valley Water partnered with Sacred Heart Community Service to provide free emergency starter kits and multilingual educational materials to distribute at events to help residents "Get Flood Ready!" In addition, Valley Water hosted a booth with "Get Flood Ready!" materials at the Silicon Valley Bicycle Coalition's King Tide Ride Event 2024 held on February 10, 2024, at Riverwalk Park in San Jose. In April 2024, Valley Water participated in two emergency preparedness events to share the "Get Flood Ready" message. Staff hosted a booth at the Eggstravaganza Family Event organized by the Strong Neighborhood Initiative Program Mayfair Neighborhood Advisory Council in San Jose, which had more than 350 attendees. Valley Water also participated in an educational workshop with 40 attendees at The Links, Incorporated "Emergency Preparedness: Safety Now, Peace Later" event at the African American Community Service Agency in San Jose. In December 2023, the Organization for Latino Affairs (OLA) provided Valley Water's emergency starter kits, English and Spanish flood preparedness information, and giveaways to approximately 500

Valley Water hosted Coastal Cleanup Day (CCD) on September 23, 2023 (Results: 52 organized clean-up sites; 1,100 volunteers;24,076 pounds of garbage on roadsides, along water channels and other public properties; 3,584 pounds of recyclable material that had been improperly discarded was collected) <https://morganhilltimes.com/Volunteers-pick-up-tons-of-garbage-on-coastal-cleanup-day/>;

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Audience	1 Message	Outcome	Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #)		
			Assignment	2 Schedule	3 Stakeholder
					FY 2024 (Year 3 of the 2021 PPI) Outreach Projects Accomplishments
					INPUT HERE ONLY
					attendees at the Santa Visits Alviso Foundation event in San José.
					The Santa Clara County CRS Group/PPI Committee, included the "Other New Initiatives" topic for discussion at both the March 26, 2024 and May 29, 2024 meetings. See Section V. SC County CRS Users Group/PPI Committee Meetings - Monitoring and Evaluating the 2021 PPI in the FY24 Annual Evaluation Report for details regarding the review/discussion of the nine other new initiatives.
					3/26/24 Meeting, Item #6: Review 2021 PPI "Other New Initiatives" discussion was as follows:
					Focus on two PPI New Initiatives:
					Initiative #2: Expand partnerships with the local chamber of commerce to disseminate and share flood preparedness information.
					- Approach the Silicon Valley Chamber of Commerce and identify opportunities for partnerships. We need to be able to reach residents and businesses. - Morgan Hill—Chamber of Commerce/Downtown Association. Economic Development staff can support the distribution of information.
					Outreach timing – End of Summer 2024.
					Action Item: Identify each city's chamber of commerce or equivalent and find ways to share information via websites, blogs, and newsletters.
					Who in each organization can help establish a connection with the chamber of commerce and downtown associations?

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					INPUT HERE ONLY Initiative #4: Expand on outreach to "hot spot" flood-prone areas by hosting on-site or virtual events. - Valley Water has hotspot data; cities may maintain different hotspot data depending on need (e.g., trash hot spots). - Valley Water has floodplain flood data; it's been provided to cities. - Identify high-risk areas (e.g., libraries, parks, stores, etc.) to provide flood preparedness information. - Valley Water maintains GIS layers with hotspot information. We have flexibility with this initiative; we can get creative on addressing it. Questions: - What do we mean by "hot spot"? Is it a real event or a modeling hotspot? - Valley Water has modeling results for design flows with hot spot GIS layers. The GIS layer is based on historical observations of repeated flooding. - Valley Water has recently installed cameras to assist with flood monitoring. https://alert.valleywater.org/naa-prismaa - Valley Water and cities might have different hot spot information based on what they manage (e.g., storm drains) 5/29/24 Meeting, Item #2: Review of the Meeting Goals and Agenda discussion was as follows: Review pending "Action Items" from the committee's meeting on March 26, 2024. Agenda Item #6: Review 2021 PPI "Other New Initiatives" Based on targeted outreach efforts utilizing hotspot information, Initiative #4 (expand on outreach to

Appendix A						
CRS Creditable Outreach and Flood Response Projects by CRS Community						
Santa Clara County Multi-Jurisdictional PPI 2021						
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			Assignment	² Schedule	³ Stakeholder	INPUT HERE ONLY
	Topic 2: Insure your property for your flood hazard Message 2A- Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place	Increase in number of flood insurance policies in the SFHAs and in the county in general Prospective buyers understand flood risks <i>These projects are credited under Activity 340 (DPH and REB) – Additional credit is provided if the PPI states that real estate agents should (or have agreed to) advise house hunters about the flood hazard and that real estate agents give house hunters a REB brochure</i>				"hot spot" flood-prone areas by hosting on-site or virtual events) is complete.
						Initiative #2: Identify the Chamber of Commerce or equivalent in each city and find ways to share information via websites, blogs, and newsletters. This initiative will be re-evaluated next fiscal year.
						All Santa Clara communities support and promote Valley Water's outreach projects.
						Cupertino continues to prepare and mail the rainy season letters every year to applicable projects. These letters were mailed in mid-August 2023.
						Milpitas: On-going. The City of Milpitas sent out winterization notices to larger development projects in October 2023.
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			(SUN OP #109) Sends mailer/postcard targeted to real estate agents informing them of the client's responsibility for identification and purchase of flood insurance and the availability of the automatic 15% discount	City of Sunnyvale	Each October	Real Estate Agencies/Agents
						Sunnyvale: The City sent the mailers to real estate agents October 2023.

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Santa Clara Valley Water District FY24 Flood Awareness Campaign

Valley Water's FY24 Flood Awareness Campaign theme was "Get Flood Ready. You Live in a Flood Zone." Valley Water's outreach employed digital geo-targeting technologies to reach businesses and residents in the flood zone. The campaign sought to drive awareness of flood risk, encourage residents to sign up for emergency alerts, and know where to find sandbags. Our materials emphasized our efforts to reduce the risk of flooding by working on capital improvement projects and showcasing our crews' work before, during, and after a storm emergency to keep the community safe from flooding. The overarching message was that we are ready and ask everyone to take steps to be flood-ready.

An educational paid advertising campaign supplemented Valley Water's community outreach effort. Polling results from the prior winter campaign supported the advertising campaign, helping to understand target audiences and their awareness levels and explore what educational messages and images most appealed to them.

The Flood Awareness Campaign lasted six months, from October 2023 to March 2024, and cost \$336,000. Valley Water's FY24 Annual Flood Awareness Campaign cemented the shift to a digital geo-targeted campaign supplemented by four direct multilingual mailings to approximately 49,806 homes and businesses in or near a high-risk flood area, as designated by the FEMA Special Flood Hazard Area (SFHA).

Targeted Mailings

1. FLOOD CAMPAIGN ANNUAL FLOODPLAIN MAILER

Annual Floodplain Mailer (FPM) - Valley Water's multi-language (English, Spanish, Chinese, and Vietnamese) annual FPM 'Get Flood Ready. You Live in a Flood Zone. Know your flood risk. Sign up for alerts. Get Sandbags' was mailed in December 2023.



<https://online.flipbuilder.com/tkap/qkwt/>

The FPM featured QR codes, a magnet with important flood safety websites, a detachable emergency phone list, photos of our most recent flood protection projects, a slideshow of our storm management efforts, which include operating an EOC, filling sandbags, monitoring stream levels, and removing blockages. A QR code led to a video showcasing our stream maintenance work to prevent flooding.

<https://youtu.be/XCEixz0JzFQ?si=X7llwwnCSJolLdkp>

2. FLOOD CAMPAIGN POSTCARD MAILER

'Get Flood Ready. You Live in a Flood Zone' multilingual postcards that included the nine CRS topics and supporting messages, and links to various flood readiness/preparedness webpages, were produced and distributed to 49,806 properties in the FEMA SFHA in October 2023.



[Download postcard](#)

3. FLOOD CAMPAIGN TRI-FOLD BROCHURE

Trifold 'You Live in a Flood Zone— Get Flood Ready. Do You Know What to Do Before, During, and After a Flood?' was mailed in January 2024.



<https://s3.us-west-1.amazonaws.com/valleywater.org.us-west-1/s3fs-public/2023%20flood%20mailer.pdf>

4. COUNTYWIDE MAILER

Valley Water's Countywide Mailer (CWM) 'Flooding can happen. Anytime. Anywhere. Get Flood Ready' was mailed countywide from November 17 through December 5, 2023, to 755,210 addresses. The CWM included an

update on Valley Water's flood protection projects, stream maintenance, and storm preparation efforts. The mailer also included a multilingual section outlining the 9 CRS flood tips: know your flood risk, get flood insurance ahead of time, develop an emergency plan and kit, protect your home from flood threats, keep creeks clean and flowing, sign up for emergency alerts (AlertSCC and the American Red Cross Disaster Emergency App), build responsibly in floodplains, and avoid floodwaters - understanding shallow flooding: Turn Around Don't Drown®.



<https://s3.us-west-1.amazonaws.com/valleywater.org.us-west-1/s3fs-public/2023%20CountywideMailer.pdf>

CRS Community Resources

Santa Clara County cities and County Public Works and Planning Departments received requested copies of Valley Water's FPM, postcards, and trifold mailers for their outreach efforts.

Public Agency	Annual Floodplain Mailer (FPM)	Postcard	Trifold (Estimated Mail Date January 2024)
	(Estimated mail dates Nov/Dec 2023 and January 2024)		
City of Los Altos	50	100	20
Town of Los Altos Hills	25	150	20
City of Los Gatos	25	25	20
City of Milpitas	50	25	20
City of Morgan Hill	150	150	150
City of Mountain View	25	25	20
City of Cupertino	50	50	20
City of Palo Alto	100	25	20
City of Sunnyvale	25	25	20
VW CRS Program	150	300	50
All other cities & County (6 count)	25 count each	25 count each	25 count each

All cities and the County were requested to add a link redirecting site visitors from their respective flood protection resource pages and homepage to [ValleyWater.org/floodready](https://valleywater.org/floodready), [Floodsmart.gov](https://floodsmart.gov), and [Ready.gov](https://ready.gov).

Partner Toolkit

In mid-October 2023, Valley Water's 2023-2024 Flood Awareness Outreach Partner Social Media Toolkit, 'Get Flood Ready', was available for download to all partnering agencies, including CRS communities. The toolkit provided digital and social media banners and animations featuring the campaign's calls to action: Get flood ready, know your risk, sign up for emergency alerts, and find sandbags. The toolkit included multilingual graphics showcasing the 9 CRS tips and offered the opportunity to request co-branded bill inserts and banners.



<https://conta.cc/46LwBzd>



Get Flood Ready

The rainy season is around the corner, and we've got new digital banners for you to share on social media with the hashtag #GetFloodReady as a reminder to be prepared.

[Download digital banners](#)



Know your flood risk.

You don't have to live near a creek to be impacted by flooding. Visit valleywater.org/floodready to check whether your house or business is in a FEMA Special Flood Hazard Area.

[Download GIF](#)



Sign up for alerts.

Preparing for emergencies can be overwhelming. You can learn more about Santa Clara County's emergency alert system at valleywater.org/floodready.

[Download GIF](#)



Get sandbags.

Valley Water offers free sandbags for residents of Santa Clara County. Loose sand and empty bags for self-filling are also available. For a list of locations, visit valleywater.org/floodready.

[Download GIF](#)



Flood zone cards and banners

Print out our multilingual Get Flood Ready double-sided cards and bill inserts or hang a customized banner to quickly share flood preparedness tips with your community.

[Print a flood preparedness postcard](#)



Multilingual Flood Ready tips

Share 9 key multilingual flood preparedness tips on social media. You can post individually or as a multilingual slideshow.

[Download CRS tips](#)

Partnerships and Media

On October 26, 2023, Valley Water, the County of Santa Clara, and the City of San Jose held a news conference at a recently completed stream maintenance site to inform the community about preparedness for the possibility of extreme winter storms. The news conference included an update from the National Weather Service and an interactive display on proper sandbagging techniques. <https://youtu.be/g5CbavSWluw?si=XH54H-Fg8fgUBemn>

On November 14, 2023, a joint news conference involving Valley Water leaders and the City of San Jose was held at the Coyote Creek Flood Protection Measurements Project site. Valley Water CEO Rick Callender attended the event and was joined by Valley Water Board Director Richard Santos, San Jose Mayor Matt Mahan, and Assistant City Manager Lee Wilcox to brief the public and the media on winter storm preparations.

New Technologies and Animations

In November 2023, Valley Water created an animation explaining the use of our stream gauge portal. The animation outlines how users can see live updates on the stream levels in the County. Our newsletter shared the animation and sent it to 61,000 email addresses and social media channels.

<https://youtu.be/XCEixz0JzFQ?si=X7IlwwnCSJoLDkp>

The FY23-24 campaign also featured geotargeted digital alerts sent to the IP addresses of homes in areas prone to flooding (hot spots). The alerts were deployed with National Weather Service alerts, and residents were encouraged to sign up for emergency alerts.

Leveraging Community Channels

Valley Water also used its monthly newsletter, news blog, and social media profiles to enhance flood awareness efforts before and during forecasted storms starting as early as September 2023. During the length of the campaign and leading up to anticipated storm events, Valley Water posted flash flood warnings, shared posts with critical messages about flood safety, and promoted the Flood Watch Tool throughout the winter.

Additionally, the Valley Water Board of Directors shared posts on Nextdoor highlighting the 'Get Flood Ready' messaging and the nine CRS topics throughout winter 2023-24. Valley Water also posted a flood preparedness blog, a digital copy of the FPM, and a guide on what to do before, during, and after a flood.

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

Organic Social Media

Valley Water also deployed a small-scale multilingual social media campaign with the slogan "Get Flood Ready" on social media and web platforms. The campaign launched in winter 2023, starting with the season's first rains, and continued through March 2024.

A key strategy for the paid flood awareness campaign was incorporating the 2021 Program for Public Information (PPI) 6 priority topics and the three additional outreach topics, including messages supporting the nine topics, in Valley Water ads. Staff crafted messages derived from Valley Water's annual FPM to residents in the SFHA.

The campaign achieved the following social media metrics with a modest spend:

Post Name	Boost Date	Platform	Timeframe	Audience	Campaign	Engagements	Link Clicks	Spend
Know flood risk	10/4/2023	Facebook	10/4/2023-11/4/2023	61,539		1,656	932	\$1,000.00
Are you flood ready?	12/7/2023	Facebook	12/7/23-12/17/2023	88,970		1,656	1,657	\$635.00
Three day emergency kit	11/30/2023	Facebook	1/16/2023 - 3/20/2023	34,475		1,223	104	\$725.71
Emergency Apps	1/16/2024	Facebook	1/25/24-3/20/2024	74,118		1,466	1,454	\$1,000.00
Don't drive	1/23/24	Facebook	1/24/24-3/20/2024	24,793		1,655	1629	\$612.23
Protect your home from flood threats	1/25/24	Facebook	1/25/24-3/20/2024	74,118		1,466	1,454	\$570.90
Flood Insurance	1/11/23	Facebook	1/11/24-3/20/2024	88,860		1,637	1,617	\$625.47
Keep creeks healthy	2/27/24	Facebook	2/27/24-3/20/24	62,952		908	895	\$436.22

Valley Water
Published by Sprout Social • February 27 •

Healthy, flowing creeks reduce flood risks by carrying stormwaters away from properties and roads. Don't pollute, dump, or drain anything in creeks. Dumping into a stream is illegal; it affects the water quality and creek habitat. It can also cause blockages, increasing flood risks.

- Report blockages like wood or debris dumping in creeks to the Valley Water Watersheds Operations & Maintenance hotline at 408-630-2378.
- Report pollution in a creek, pond, or reservoir, call 1-888-510-5151. You can also report these issues through Access Valley Water.

Keep creeks clean and flowing. Healthy, flowing creeks reduce flood risks by carrying stormwaters away from properties and roads. Report blockages like wood or debris dumping in creeks, by calling 408-630-2378. GET FLOOD READY	Mantenga los arroyos limpios y en su curso. Los arroyos saludables y en movimiento reducen los riesgos de inundación al encauzar el agua de las tormentas lejos de las propiedades y de los caminos. Para reportar obstrucciones, como madera o basura, y desechos en los arroyos, llame al 408-630-2378. GET FLOOD READY
保持溪流清洁且通畅无阻。 水流通畅的溪流可将来自房屋和公路的雨水输送走,从而减少洪灾风险。请致电408-630-2378,报告如木头或碎片和倾倒物等障碍物。 GET FLOOD READY	Giữ các con lạch sạch sẽ và không tắc nghẽn. Các con lạch sạch sẽ, không tắc nghẽn sẽ làm giảm nguy cơ lũ lụt bằng cách đưa nước lũ tránh xa các khu đất và đường xá. Báo cáo tình trạng tắc nghẽn như gỗ hoặc mảnh vỏ hoặc vớt rác xuống lạch theo số 408-630-2378. GET FLOOD READY

Valley Water
Published by Sprout Social • January 19 •

As we continue through the rainy season, we want to remind you to stay safe on the road.

Keep an eye out for puddles, which can lead to hydroplaning, and be cautious of falling debris due to heavy winds. And, as tempting as it may be, never drive or walk through flooded areas, no matter how shallow. Remember, safety first! For more flood tips, visit valleywater.org/floodready.

Never walk or drive through flooded areas, no matter how shallow. Understand shallow flooding risks—don't drive through standing water. GET FLOOD READY	Nunca camine o conduzca por áreas inundadas, no importa si el agua es poco profunda. Comprenda los riesgos de las aguas poco profundas—No conduzca por calles inundadas. GET FLOOD READY
无论洪水水位多浅,都不要步行或开车穿过洪水泛滥的地区。 了解洪水浅水区的危险—不要行驶经过浅水区。 GET FLOOD READY	Không bao giờ đi bộ hay lái xe qua khu vực bị lũ lụt, dù nước có nông thế nào đi nữa. Hiểu các mối nguy hiểm của vùng lũ cạn—Không lái xe qua nơi có nước đọng. GET FLOOD READY

Valley Water
Published by Sprout Social • January 25 •

We want to make sure your family and your home are protected. Know your nearest sandbag pickup location before the next big storm hits.

Visit valleywater.org/floodready to a list of sandbag sites.

Protect your home from flood threats. Valley Water offers free, filled sandbags for residents of Santa Clara County. Get sandbags before a flood. For a list of locations, visit valleywater.org/floodready or call 408-630-2650. GET FLOOD READY	Proteja su hogar de amenazas de inundaciones. Valley Water ofrece bolsas de arena llenas gratis para los residentes del condado de Santa Clara. Visite valleywater.org/floodready o llame al 408-630-2650 para obtener una lista de ubicaciones. GET FLOOD READY
保护房屋免受洪灾威胁。 Valley Water 可为圣克拉拉县的居民提供免费的成品沙袋。请在洪水来临之前准备好沙袋。欲了解具体地点,请访问 valleywater.org/floodready 或致电 408-630-2650。 GET FLOOD READY	Bảo vệ nhà cửa khỏi các mối đe dọa lũ lụt. Valley Water cung cấp các bao chứa đã đổ đầy cát miễn phí cho cư dân Hạt Santa Clara. Hãy nhận bao cát trước khi có lũ lụt. Để biết danh sách các địa điểm, truy cập valleywater.org/floodready hoặc gọi 408-630-2650. GET FLOOD READY

Valley Water
Published by Sprout Social • January 17 •

Be aware. Be prepared. Take action.

Visit valleywater.org/floodready to find out if you live in a high-risk flood zone.

Esté alerta. Esté preparado. Actúe.

Visite valleywater.org/floodready para saber si vive en un área con alto riesgo de inundaciones.

Truy cập valleywater.org/floodready để tìm hiểu xem quý vị có sống trong vùng có nguy cơ lũ lụt cao hay không.

提高意识。做好准备。采取行动。

<http://xn--valleywater-3g36al79f.org/floodready>, 了解您是否生活在高风险的洪水区。

Know your flood risk. Visit valleywater.org/floodready to find out if you live in a high-risk flood zone. GET FLOOD READY	Conozca su riesgo de inundación. Visite valleywater.org/floodready para saber si vive en un área con alto riesgo de inundaciones. GET FLOOD READY
了解您面临的洪灾风险。 访问 valleywater.org/floodready, 了解您是否生活在高风险的洪水区。 GET FLOOD READY	Nhận biết nguy cơ lũ lụt. Truy cập valleywater.org/floodready để tìm hiểu xem quý vị có sống trong vùng có nguy cơ lũ lụt cao hay không. GET FLOOD READY

Valley Water
Published by Sprout Social · October 4, 2023 ·

It's time to Get Flood Ready! Learn more at valleywater.org/floodready.

Prepárese para las inundaciones. Puede conocer más información en valleywater.org/floodready.

做好防洪准备。 <http://xn--valleywater-2u0r773c155bwc1j1b8a.org/floodready>, 了解更多信息。

HÃY SẴNG SẴNG ĐỐI PHÓ LŨ LỤT. Quý vị có thể tìm hiểu thêm tại valleywater.org/floodready.

 Develop an emergency plan. The first step to Get Flood Ready is preparing for an emergency by discussing with your household members what to do during a disaster. GET FLOOD READY	 Desarrolle un plan de emergencia. El primer paso para estar listo ante las inundaciones es prepararse para una emergencia. Hable con los miembros de su hogar sobre que hacer durante un desastre. GET FLOOD READY
 制定应急计划。 做好防洪工作的第一步是为紧急情况做准备。与您的家庭成员讨论在洪灾中应该采取什么行动。 GET FLOOD READY	 Tạo kế hoạch khẩn cấp. Bước đầu tiên hướng tới chuẩn bị sẵn sàng ứng phó với lũ lụt là chuẩn bị cho trường hợp khẩn cấp. Thảo luận với các thành viên trong gia đình về những việc cần làm khi xảy ra thiên tai. GET FLOOD READY

Valley Water
Published by Sprout Social · January 9 ·

You can register to receive emergency alerts and warnings by signing up for Santa Clara County's AlertSCC system: <https://emergencymanagement.sccgov.org/AlertSCC>

Puede registrarse para recibir alertas y advertencias de emergencia a través del sistema AlertSCC del Condado de Santa Clara: <https://emergencymanagement.sccgov.org/AlertSCC>

Quý vị có thể nhận các tin nhắn báo động khẩn cấp 3 từ Quận hạt Santa Clara bằng cách đăng ký với AlertSCC: <https://emergencymanagement.sccgov.org/AlertSCC>

您可以注册以接收紧急情况 通过注册获取警报和警告
圣克拉拉县的 AlertSCC 系统: <https://emergencymanagement.sccgov.org/AlertSCC>

 Download emergency apps. You can register to receive emergency alerts and warnings by signing up for Santa Clara County's AlertSCC system. GET FLOOD READY	 Descargue aplicaciones para desastres y emergencias. Puede registrarse para recibir alertas y advertencias de emergencia a través del sistema AlertSCC del Condado de Santa Clara. GET FLOOD READY
 Tải các ứng dụng về trường hợp khẩn cấp. Quý vị có thể nhận các tin nhắn báo động khẩn cấp 3 từ Quận hạt Santa Clara bằng cách đăng ký với AlertSCC. GET FLOOD READY	 下载紧急应用程序。 请注册圣克拉拉县的AlertSCC系统以获取紧急警报的通知。 GET FLOOD READY

Valley Water
Published by Sprout Social · November 30, 2023 ·

You never know when the next big storm will hit. Make sure you have all of the essentials in your 3-day emergency kit.

Visit valleywater.org/floodready to learn more about what you should pack in case of an emergency.

Create an emergency kit with tools, supplies, non-perishable food and water.  Put together your 3-day emergency kit. GET FLOOD READY	Prepare un kit de emergencia con herramientas, suministros, alimentos no perecederos y agua.  Prepare un kit de emergencia. GET FLOOD READY
制作一个应急包，配备工具、供应品、不易腐烂的食物和水。  整理一个3日应急包。 GET FLOOD READY	Tạo bộ dụng cụ khẩn cấp bao gồm các công cụ, đồ tiếp tế, thực phẩm không dễ hỏng và nước.  Đề bộ dụng cụ khẩn cấp sử dụng trong 3 ngày vào cùng một chỗ. GET FLOOD READY

Valley Water
Published by Sprout Social · March 1 ·

This is an important flood tip reminder! Your local government requires special permits for construction within Special Flood Hazard Area (SFHA) zones.

Property owners can also make physical alterations to buildings, such as elevating a structure, to reduce flood risks and insurance premiums. Before you build or begin upgrades to your property, check with your local floodplain manager to ensure compliance with special requirements.

Visit valleywater.org/floodready for a list of Santa Clara County floodplain managers.

 Build responsibly in floodplains. Construction within flood zones requires special permits. Check with your city or county floodplain manager BEFORE you build. Learn more at valleywater.org/floodready. GET FLOOD READY	 Construya responsablemente en valles inundables. Se requieren permisos especiales para construir en zonas inundables. Conozca más información en valleywater.org/floodready. GET FLOOD READY
 洪泛区的建筑施工工程要有高度的责任心。 在洪水泛滥地区施工需要获得特殊许可。请在施工之前，咨询你所在城市和区县的洪水区经理。如欲了解更多信息，请访问 valleywater.org/floodready。 GET FLOOD READY	 Xây dựng có trách nhiệm trong vùng lũ. Việc xây dựng trong các khu vực lũ lụt cần phải có giấy phép đặc biệt. Tra xét lại với thành phố hoặc cơ quan quản lý vùng lũ trước khi thi công. Tìm hiểu thêm tại valleywater.org/floodready. GET FLOOD READY

Does your insurance policy cover flood damage?

If you own property, whether inside or outside of the FEMA-designated SFHA, you should consider purchasing flood insurance for the protection and peace of mind it brings. Even if you already have a policy, most property owners' and renters' insurance policies don't cover damage from natural disasters such as floods.

Typically, there's a 30-day waiting period from the date of purchase until your flood insurance policy goes into effect. So now is the perfect time to ensure your policy is up to date.

Visit valleywater.org/floodready to learn more.



Public space banners and lobby display

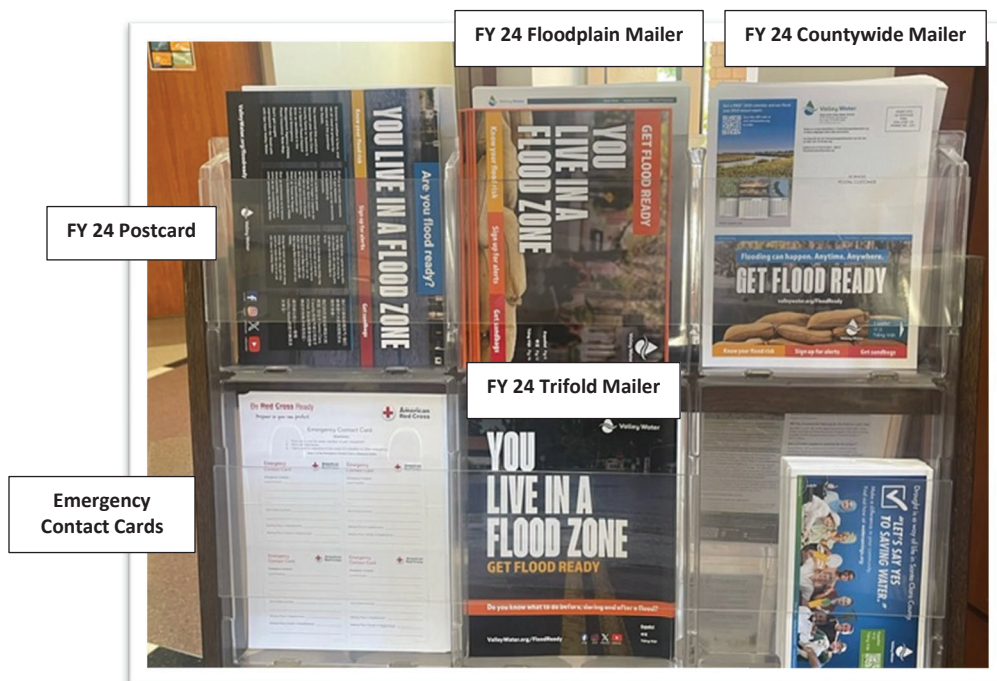
Valley Water also hung 'Get Flood Ready' banners in 10 areas identified as flooding hot spots. The banners included our calls to action and a QR code leading to our ValleyWater.org/floodready page. A display featuring the contents of an emergency kit was placed at a prominent location in Valley Water's headquarters. Readiness materials were made available.



Get Flood Ready banners placed throughout the County in Valley Water hotspot areas.



Valley Water HQ Lobby Displaying FY24 Flood Readiness Materials



Valley Water HQ Lobby Displaying FY24 Flood Readiness Materials

Valley Water 2023-24 Flood Media Campaign

The main objective of the 2023-24 Flood Awareness Campaign was to alert the public in Santa Clara County of

the area's ongoing flood risks. Valley Water used geo-mapping data to target residents in areas at high risk of flooding, demographically targeting ads in the four most prominent languages in Santa Clara County (*English, Spanish, Chinese, and Vietnamese*).

The digital outreach campaign featured three engaging multilingual animations encouraging residents to get flood-ready by knowing their risk, signing up for emergency alerts, and finding sandbags. Platforms used included Google and Meta and digital banners on multilingual community newspaper sites. Our website and social media platforms were also branded with the Get Flood Ready theme for the campaign's duration.

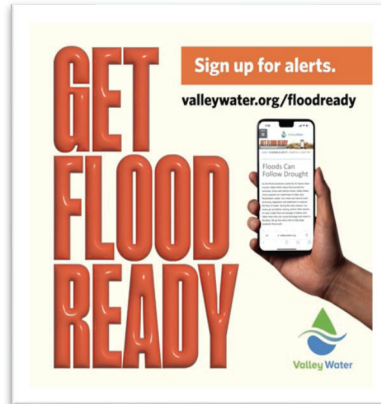
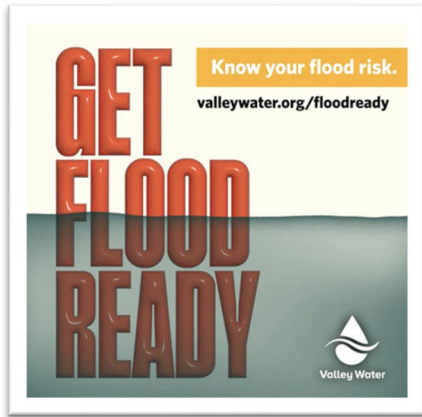
The campaign spent \$107,778 overall. The campaign served over 20 million impressions and sent over 2.9 million people to the landing pages to learn more about their flood risks and options to prevent danger in their neighborhood.

The Media Buy:

SPEND	English	Spanish	Chinese	Vietnamese	Overall
Meta	\$15,860	\$7,138	\$7,193	\$7,188	\$37,379
Google	\$19,590	\$6,450	\$6,518	\$6,498	\$39,056
Programmatic	\$20,477	\$1,022	\$1,022	\$1,022	\$23,543
Local Newspapers	\$4,600	\$1,000	\$1,200	\$1,000	\$7,800
Overall:	\$60,527	\$15,610	\$15,933	\$15,708	\$107,778
%% of Overall:	56%	14%	15%	15%	
CLICKS	English	Spanish	Chinese	Vietnamese	Overall
Meta	6,541	3,629	3,138	7,188	20,496
Google	65,848	13,436	13,350	6,498	99,132
Programmatic	2,804,492	144	144	144	2,804,924
Overall:	2,876,881	17,209	16,632	13,830	2,924,552
%% of Overall:	98.4%	0.6%	0.6%	0.5%	

The Ads





2023-24 Flood Awareness Campaign Results

Probolsky Research conducted A post-Flood Awareness Campaign survey of 400 residents in the FEMA Special Flood Hazard Area between March 7 and 14, 2024. Results indicated a 15.3% increase in outreach mailing recollection versus 2023 and a 21% increase in flood preparation. The number of residents who think Valley Water is doing an excellent or good job of informing Valley Water on what to do when flooding occurs increased by 10% versus 2023 and now sits at 54%.

The post-2024 Flood Awareness Campaign survey found:

- 54% remember receiving mail with information about flood safety in the past year (39% in 2022-23).
- 82% are confident they have taken all necessary measures to protect themselves from flooding impacts (64% in 2022-23).
- 54% say Valley Water does an excellent/good job keeping residents informed about what to do when flooding occurs (43% in 2022-23).
 - Among those who said excellent/good
 - 76% said good, 24% said excellent.
- 53% say their home is located in a flood zone or at risk of flooding area (48% in 2022-23).
- 45% of respondents have flood insurance (39% in 2022-23).
 - 24% of renters polled have flood insurance (15% in 2022-23)
- 64% do not have flood insurance because they don't think they need it.
- 72% say their home is prepared for a flood.
 - Among those who said they are confident, 57% are very confident.
- 85% have never experienced flooding in their home.
- 47% are most likely to notice and remember social media ads.

Based on the findings, we will continue with targeted mailings to the FEMA SFHA as our outreach strategy for the flood awareness campaign and targeted advertising.

Agenda Meeting

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

March 26, 2024 | 2:30 PM – 4:30 PM

Join Zoom Meeting

<https://valleywater.zoom.us/j/86013495419>

Meeting ID: 860 1349 5419 | +1 669 900 9128 US (San Jose)

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

Outcome: Complete development of the 2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Report for FY24 (*Year 3: July 2023 to June 2024*)

Item	Meeting Topic	Presenter	Time
1.	Introductions	Amy Fonseca	10 min
2.	Review of the meeting goals and agenda	Amy Fonseca	2 min
3.	Annual review of CRS Communities Roster (Google Link)	Amy Fonseca	2 min
4.	Valley Water CRS Program updates	Amy Fonseca	5 min
5.	Floodplain Management Plan (FMP) update	Amy Fonseca Melissa Mitchell Tetra Tech	15 min
6.	Review 2021 PPI 'Other New Initiatives'	Amy Fonseca	20 min
7.	2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Evaluation Report Complete development of the Annual Evaluation Report for FY24 (<i>Year 3: July 2023 to June 2024</i>) - Reference the Activity 330 Outreach Project sheets <i>located here</i> https://fta.valleywater.org/fl/1a2Jh3wyoO as a starting point to update Appendix A from 2021 SC County Multi-Jurisdictional PPI - Update the FY24 Project Accomplishments column for your community Google Link NOTE: Update <u>Input Here Only</u> column; Do Not edit anything else - Communities' updates are due by next CRS Users Group/PPI Meeting or no later than May 31, 2024	Amy Fonseca	45 min
8.	Activity 350 – Flood Protection Information, c. flood protection website (WEB) (<i>page 350-7</i>) The community must: 1) The community must check the website's links at least monthly, and fix those that are no longer accurate. 2) At least annually, the community must review the content to ensure that it is still current and pertinent (e.g., make sure names, addresses, phone numbers, and other contact information are still correct; update any ordinance changes; etc.).	Amy Fonseca	2 min
9.	Next meeting – Joint CRS Users Group/Program for Public Information (PPI) Committee meeting Complete the development of the 2021 PPI Annual Report Year 3 (FY 2024)	Amy Fonseca	2 min
10.	Adjourn		

Excerpt from 2017 CRS Coordinator's Manual:

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

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

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

AGENDA ITEM NO. 6 [Excerpt from page 66 from 2021 PPI]

Other New Initiatives

The PPI committee identified a number of new initiatives:

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

For questions, please contact Amy Fonseca at (408) 630-3005 (office) or (408) 691-8889 (cell)
or afonseca@valleywater.org

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

March 26, 2024 | 2:30 - 4:30pm | Zoom

Name	Agency
Robb Lampa	California Department of Water Resources
Jenn Chu	City of Cupertino
Susana Ramirez	City of Gilroy
Vency Woo	City of Los Altos
Chris Wilson	City of Los Altos External Stakeholder
Arthur Valderrama	City of Milpitas
Brian Petrovic	City of Milpitas
Roberto Alonzo	City of Milpitas
Maria Angeles	City of Morgan Hill
Renee Gunn	City of Mountain View
Rajeev Hada	City of Palo Alto
Vicki Thai	City of Palo Alto
Arlene Lew	City of San Jose
Vivian Tom	City of San Jose
Brandon Coco	City of Santa Clara
Christian Tran	City of Santa Clara
Lea Velasco	City of Sunnyvale
Tamara Davis	City of Sunnyvale
Darrell Wong	County of Santa Clara
Emma Kilkelly	Tetra Tech, Consultant
Amy Fonseca	Valley Water
Diana Padilla	Valley Water
Emily Zedler	Valley Water
Jessica Vasquez	Valley Water
Kristen Yasukawa	Valley Water
Merna Leal	Valley Water
Rene Moreno	Valley Water

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

March 26, 2024 | 2:30 pm – 4:30 pm

Item #1: Introductions/Attendance

Item #2: Review of Meeting Goals and Agenda / Agenda Item #3: Annual Review of CRS Communities Roster:

- The main objectives of the meeting are as follows:
 - Fulfill the requirements for CRS PPI credit as per the CRS Coordinator's Manual.
 - Initiate the Annual PPI Reporting process for the 2021 PPI, year 3, which will conclude at the end of May 2024.
 - Review the status of the outreach initiatives listed in the 2021 PPI.
 - Discuss the Multi-jurisdictional Hazard Mitigation Plan.
 - Provide updates on the Regionalization Project and other Valley Water updates.
- **Action Items:**
 - Review the CRS community roster within the next 2 weeks and ensure accurate information.

Item #4: Valley Water CRS Program Updates

- Transition the Hazard Mitigation Plan to the watersheds division for better alignment, with Emily Zedler (Valley Water) being the new contact.
- Amy Fonseca has taken a new leadership role at Valley Water. Amy and Merna Leal will continue to support certain aspects of the plan during the transition to the watershed division.
- Valley Water is collaborating with Emma Kilkelly from Tera Tech, who will assist with the Hazard Mitigation Plan.
- Valley Water has been receiving several event tabling requests from different communities. We will share relevant events with the group and invite you to participate. This could be a great opportunity to use the flood event kits provided last year. Valley Water will try to attend the event, but if you cannot, we would encourage you or someone else from your office to attend.
 - Valley Water wants to coordinate with cities to prevent duplicating efforts and attend the same events (and distribute the same materials).
 - Valley Water receives calls/emails from residents and will forward calls/emails to respective cities' contacts as listed in the CRS roster.

Item #5: Floodplain Management Plan (FMP) Update:

- Valley Water/Tetra Tech will coordinate a meeting to discuss the mitigation plan.
- Emma Kilkelly (Lead Planner, Tetra Tech) presented an overview of the Flood Hazard Mitigation Plan.
 - The purpose of this plan is to reduce the adverse impacts of flooding by assessing existing measures and conducting hazard and risk assessments. Emma outlined the 10-step planning process, following the Community Rating System (CRS) guidelines.
- **Action Items:**
 - Provide Tetra Tech presentation to the group.
 - Merna to meet with Emily Zedler to continue the conversation on hotspots.
- **Questions:**
 - When will the plan be valid? Is it a five-year plan, and if so, what are the active dates? This information is important for people who plan their schedules around their cycle. For instance, we just passed our cycle for Santa Clara in 2023. Will the new plan be active from 2024 until 2029, and will it be valid during our next cycle?
 - The validity of the document will start from the time it is adopted or approved by CRS, and it will last for 5 years. The document will still be valid during

Santa Clara's next cycle. If, for any reason, it increases your points, you can always request a modification of your score.

- In the past, we had an appendix for the mitigation plan when we used it for our floodplain management credits, and the county prepared the documents for this. Will there be an appendix for each of our agencies so that we can provide specific details and data for you to fill in? Or will it be just one comprehensive document that's standard for all agencies? It's important to have an appendix for each agency as the issues we face are different and specific to each of us.
 - All agencies will be covered under the general floodplain plan, but the specifics regarding the appendices are currently uncertain. We need to address specific requirements for each jurisdiction. Our goal is to include all agencies within the general plan.
- Could we get a copy of the presentation provided by Tetra Tech?
 - Yes, the presentation will be shared with the group.
- The all-hazard mitigation plan is typically developed by the county with input from representatives of the Office of Emergency Services (OES) rather than Floodplain managers or CRS coordinators. Will we be working with or mentioning the plan to the county OES to stay informed on its progress? Will there be regional coordination to ensure that everyone is aware of what is happening with the plan?
 - We intend to create a flood hazard mediation plan, which will be rolled into the counties either as an appendix or at the time of their next update. We hope they will be able to add the CRS requirements in a way that is similar to what they did in 2017. However, that is still a long way away, and we all need to be thinking about it. It may not affect you, but sometime in 2028 or 2029, we need to ensure everyone is on board with the CRS requirements, as they could impact your credit rating.
- Is the plan to assess and evaluate the known flood hotspots part of the new initiative? Could this be done to align with other efforts?
 - It depends on the hotspot definition; there's no formal definition. But Valley Water and cities could align. As we start the planning process, there is an opportunity for credits when evaluating hotspot information.

Item #6: Review 2021 PPI “Other New Initiatives”

- Focus on two PPI New Initiatives:
 - Initiative #2: Expand partnerships with the local chamber of commerce to disseminate and share flood preparedness information.
 - Approach the Silicon Valley Chamber of Commerce and identify opportunities for partnerships. We need to be able to reach residents and businesses.
 - Morgan Hill—Chamber of Commerce/Downtown Association. Economic Development staff can support the distribution of information.
 - Outreach timing – End of Summer 2024.
 - **Action Item:**
 - Identify each city's chamber of commerce or equivalent and find ways to share information via websites, blogs, and newsletters.
 - Who in each organization can help establish a connection with the chamber of commerce and downtown associations?
 - Initiative #4: Expand on outreach to "hot spot" flood-prone areas by hosting on-site or virtual events.
 - Valley Water has hotspot data; cities may maintain different hotspot data depending on need (e.g., trash hot spots).
 - Valley Water has floodplain flood data; it's been provided to cities.
 - Identify high-risk areas (e.g., libraries, parks, stores, etc.) to provide flood preparedness information.
 - Valley Water maintains GIS layers with hotspot information.
 - We have flexibility with this initiative; we can get creative on addressing it.

- **Questions:**
 - What do we mean by "hot spot"? Is it a real event or a modeling hotspot?
 - Valley Water has modeling results for design flows with hot spot GIS layers. The GIS layer is based on historical observations of repeated flooding.
 - Valley Water has recently installed cameras to assist with flood monitoring.
 - <https://alert.valleywater.org/map?p=map>
 - Valley Water and cities might have different hot spot information based on what they manage (e.g., storm drains)

Agenda Item #7: 2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Evaluation Report

- 330 Outreach Project (OP) Worksheet (on Egnyte):
 - Each city has a worksheet available. Sections include 1) All OP projects – each city can receive credits, 2) City-specific and 3) Valley Water-specific credits.
- Appendix A
 - Review and update information in the “FY 2024 (Year 2 of the 2021 PPI)” column.
 - Focus only on each respective community and two OP #All. Double-check information to ensure relevance. If there are any changes, provide a brief explanation.
 - Do not update or change any information in the other columns.
 - If changes to other columns are needed, please note any changes in the “FY 2024 (Year 2 of the 2021 PPI)” column.
 - Reminder—Appendix A is due August 1, 2024. However, it must be approved by the governing body as part of the annual recertification package.
 - Check if the governing body takes a summer recess to ensure it's approved by 8/1/24 (*annual recertification due date*), and/or when you are cycled by ISO.
 - When the PPI report is unavailable, cities are given a draft report by Valley Water, which is submitted along with an explanation regarding the governing body approving PPI.
 - This is an information item. The report describes how each city takes it to its governing body.
 - **Action Item:**
 - Review and update information in the “FY 2024 (Year 2 of the 2021 PPI)” column by the end of May 2024.

Agenda Item# 8: Activity 350 – Flood Protection, c. flood protection website

- **Action Item:**
 - Check flood protection resource web page links monthly to ensure active links; update the entire content annually.
 - Make sure to redirect to 1) valleywater.org/floodready, 2) floodsmart.gov, and 3) ready.gov.

Agenda Item#9: Next meeting – Joint CRS Users Group/Program for Public Information (PPI) Committee meeting

- Upcoming meeting in May 2024. A Doodle Poll will be sent.
 - Upcoming Agenda Items:
 - Valley Water’s Communications Unit will provide an update on their flood preparedness campaign.
 - Solicit ideas for next year’s campaign.
 - Discuss promotional materials for future flood readiness campaigns.

General Updates/Announcements:

- CRS regionalization Feasibility Study:
 - Thank you for your feedback. Your input has been used to readjust the study recommendations. Along with the baseline model suggested by Tetra Tech, Valley Water is currently exploring ways to simplify the program. The study is still ongoing, and Valley Water is evaluating various models. We will keep you informed as we move forward.
- Upcoming State CRS Users Group meeting – April 17, 2024.
- Reflections on recent ISO evaluations and efforts to improve documentation for ISO certification. Participants discuss their experiences with ISO specialists, challenges faced during ISO evaluations, and strategies for improving their scores, particularly in areas like floodplain management and hazard mitigation plans.
- Reminder to upload post-cycle documentation to Egnyte to ensure information is available for future use.
- **Questions:**
 - Can ISO revisit the evaluation if sufficient points are obtained from Valley Water's hazard mitigation plan? ISO may agree to a revision if points from the hazard mitigation plan can elevate the city's rating, but this depends on meeting or surpassing the threshold for the next class.
 - What documentation does ISO require from Valley Water for water drainage within Milpitas? ISO requirements for documentation from Valley Water may have changed over time. Previously, a comprehensive cost and accomplishment report sufficed, but confirming current requirements is essential. If documentation is needed, submit a request to Valley Water with enough time to pull reports/documentation. It is up to each community to conduct the impact adjustment analysis.

Agenda Meeting

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

May 29, 2024 | 2:30pm – 4:30pm

Join Zoom Meeting
<https://valleywater.zoom.us/j/81019341372?pwd=MmpVU1RJK1RsU0pNcXkvanBFcU53UT09>
 Meeting ID: 810 1934 1372 | Passcode: 653912 | +1 669 900 9128 US (San Jose)

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

Outcome: 2021 PPI Annual Evaluation Report, FY24 Year 3 of 5

Item	Meeting Topic	Presenter	Time
1.	Introductions Roll Call / Roster Updates	Amy Fonseca	10 min
2.	Review of the Meeting Goals and Agenda Review pending Action Items from this committee's 3/26/24 meeting (<i>see attached list</i>)	Amy Fonseca	10 min
3.	Flood Awareness Survey 2024 Results Presentation FY23-24 Flood Awareness Campaign Results Launch of Valley Water's Annual Flood Awareness Campaign kicks-off October 2024.	Adam Probolsky Paola Reyes	15 min 10 min
4.	Valley Water update of the Feasibility Study for Regionalizing CRS in Santa Clara County and the Santa Clara County Multi-Jurisdictional Floodplain Management Plan (FMP) (flood-focused)	Amy Fonseca	10 min
5.	CRS 2024 Cycle Group (San Jose and Valley Water) and Annual Recertification	Amy Fonseca	5 min
6.	California Flood Preparedness Week (October 2024) 1. The committee roster is shared w/CA DWR to include all communities to the CFPW meetings. 2. Please attend for good ideas, networking, and sharing resources (DWR has a lot of samples and other items). 3. Invite your Communications and OES staff to help promote flood-readiness. 4. Opportunity for DWR to report on your work and participation and vis-versa.	Amy Fonseca	5 min
7.	Complete Development of the 2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Report, FY 24 (Year 3: July 2023 to June 2024) ▪ Reference the Activity 330 Outreach Project sheets <i>located here</i> https://fta.valleywater.org/fl/1a2Jh3wyoO as a starting point to update Appendix A from 2021 SC County Multi-Jurisdictional PPI ▪ Update the FY24 Project Accomplishments column for your community Google Link NOTE: Update <u>Input Here Only</u> column; Do Not edit anything else ▪ Communities' updates are due by next CRS Users Group/PPI Meeting or by the DEADLINE no later than May 31, 2024 (Friday)	Amy Fonseca	20 min
8.	Other Items	Amy Fonseca	5 min
9.	Adjourn		

For questions, please contact Amy Fonseca at (408) 630-3005 (office) or (408) 691-8889 (cell)
 or afonseca@valleywater.org

ATTACHMENT 7

Renewing Action Items from the 3/26/24 CRS Users Group / PPI Committee Meeting

AGENDA ITEM #2: Review of Meeting Goals and Agenda / Agenda Item #3: Annual Review of CRS Communities Roster:

Action Item:

Review the CRS community roster within the next 2 weeks and ensure accurate information.

<https://docs.google.com/spreadsheets/d/1t7c6-XXCfQ5urxqRJ-GxZDZ0jG6g/edit#gid=1135493871>

AGENDA ITEM #5: Floodplain Management Plan (FMP) Update

Action Items:

Merna will meet with Emily Zedler to continue the conversation on hotspots.

Amy & Merna briefly met with Emily. It was determined that VW hotspots most likely differ from a community-identified hotspot/problem area. VW conducted hotspot outreach in FY24; we sent a community toolkit, materials, and signs to organizations in hotspot areas on 11/23 and 2/24. This will be reflected in the FY24 Annual Evaluation Report, and Paola Reyes will share details at the 5/29/24 PPI Committee Meeting.

You could build on VW's Field Information Team (FIT) hotspot GIS layer for communities wanting to do their own outreach to hotspot areas. <https://tinyurl.com/scvwdfit>.

AGENDA ITEM #6: Review 2021 PPI “Other New Initiatives”

Action Items:

Initiative #2: Identify the Chamber of Commerce or equivalent in each city and find ways to share information via websites, blogs, and newsletters. *This initiative will be re-evaluated next fiscal year.*

Who in each organization can help establish a connection with the Chamber of Commerce and downtown associations?

Initiative #4: Expand on outreach to "hot spot" flood-prone areas by hosting on-site or virtual events.

Valley Water has hotspot data; cities may maintain different hotspot data depending on need (e.g., trash hot spots).

- Valley Water has floodplain flood data; it's been provided to cities.
- Identify high-risk areas (e.g., libraries, parks, stores, etc.) to provide flood preparedness information.
- Valley Water maintains GIS layers with hotspot information. <https://data-valleywater.opendata.arcgis.com/>

We have flexibility with this initiative; we can get creative on how to address it. *See notes on Action Item #5 mentioned above.*

AGENDA ITEM #7: 2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Evaluation Report

Action Item:

Review and update information in the “FY 2024 (Year 2 of the 2021 PPI)” column by the end of May 2024.

https://docs.google.com/document/d/1zYW25x_MB3lNnmTBV8CrlfgTE7zoEZKJ/edit

AGENDA ITEM # 8: Activity 350 – Flood Protection, c. flood protection website

Action Item:

Check flood protection resource web page links monthly to ensure active links; update the entire content annually.

Make sure to redirect to 1) valleywater.org/floodready, 2) floodsmart.gov, and 3) ready.gov.

AGENDA ITEM #9: Next meeting – Joint CRS Users Group/Program for Public Information (PPI) Committee meeting

Upcoming meeting in May 2024. A Doodle poll will be sent.

Upcoming Agenda Items:

- Valley Water’s Communications Unit will provide an update on their flood preparedness campaign.
- Solicit ideas for next year’s campaign.

Discuss promotional materials for future flood readiness campaigns. *Due to budget constraints, Valley Water’s approach to giveaway items for community use will change starting in the October 2024 flood season.*

ATTACHMENT 7

Santa Clara County CRS Users Group / PPI Committee Meeting
Attendance Sheet
May 29, 2024 | 2:30 - 4:30pm | Zoom

Name	Agency
Robb Lampa	CA Department of Water Resources
Jenn Chu	City of Cupertino
Susana Ramirez	City of Gilroy
Brian Petrovic	City of Milpitas
Charlie Ha	City of Morgan Hill
Maria Angeles	City of Morgan Hill
Lauren Cody	City of Mountain View
Renee Gunn	City of Mountain View
Rajeev Hada	City of Palo Alto
Vivian Tom	City of San Jose
Brandon Coco	City of Santa Clara
Christian Tran	City of Santa Clara
Darrell Wong	County of Santa Clara
Lea Velasco	City of Sunnyvale
Amy Fonseca	Valley Water
Kristen Yasukawa	Valley Water
Merna Leal	Valley Water
Paola Reyes	Valley Water
Rene Moreno	Valley Water
Adam Probolsky	Valley Water Consultant, Probolsky Research

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

May 29, 2024 | 2:30 pm – 4:30 pm

Item #1: Introductions/ Roll Call/ Roster Updates

Item #2: Review of the Meeting Goals and Agenda

- Review pending “Action Items” from the committee’s meeting on March 26, 2024.
 - Agenda Item #2: Review of Meeting Goals and Agenda / Agenda Item #3 – Annual Review of CRS Communities Roster – Reminder to update the CRS community roster.
 - Agenda Item #5: Floodplain Management Plan (FMP) Update – Valley Water met with Emily Zedler to discuss hotspots. Based on the conversation, there was no specific outreach to hotspots because they differ based on agency. A GIS layer is available for agencies to use to conduct targeted outreach.
 - Agenda Item #6: Review 2021 PPI “Other New Initiatives” – Based on targeted outreach efforts utilizing hotspot information, initiative #4 (expand on outreach to "hot spot" flood-prone areas by hosting on-site or virtual events) is complete. Initiative #2: Identify the Chamber of Commerce or equivalent in each city and find ways to share information via websites, blogs, and newsletters. This initiative will be re-evaluated next fiscal year.
 - Agenda Item # 8: Activity 350 – Flood Protection, c. flood protection website – Check links and ensure links direct to 1) valleywater.org/floodready, 2) floodsmart.gov, and 3) ready.gov. to ensure agencies receive CRS WEB credit.
 - Giveaway Items: Starting in FY25, Valley Water will be limited on giveaway items due to budget constraints. For the October 2024 flood season, Valley Water has purchased first aid pocket kits that will be provided to all SC County agencies for their use. Valley Water will also order emergency starter kits that we will distribute throughout the county; emergency starter kits shared previously will no longer be available to communities.

Action Items:

- Review and update the CRS community roster, including additional staff positions outside the CRS coordinator (if needed).
 - CRS community roster link: <https://docs.google.com/spreadsheets/d/1t7c6-XXCfQ5urxqRJ-GxZDZ0jG6g/edit#gid=1135493871>
- Review and check links to ensure they direct to Valley Water's website.

Item #3: Flood Awareness Survey 2024 Results Presentation

- Paola Reyes from Valley Water’s Communications Unit shared a presentation providing an overview of the launch of Valley Water’s Annual Flood Awareness Campaign (FY24).
- Adam Probolsky from Probolsky Research shared a presentation providing an overview of the 2024 Flood Awareness Survey Results.

Item #4: Valley Water update of the Feasibility Study for Regionalizing CRS in Santa Clara County and the Santa Clara County Multi-Jurisdictional Floodplain Management Plan (FMP) (flood-focused)

- A draft of the Feasibility Study for regionalizing CRS was shared with the CRS Users Group and Valley Water management. Valley Water Management is still considering the ideas proposed in the plan and has requested ways to streamline the program's administration. Tetra Tech, Valley Water’s consultant, continues to work on the study, and there have been no major changes since it was shared with the CRS Users Group.
- Valley Water is working on the flood-centric Multi-Jurisdictional Floodplain Management Plan and aims to provide an update soon. Tetra Tech is assisting in developing the floodplain management plan; they will reach out to Marlene Jacobs, ISO CRS Specialist, to review the 510 FMP checklists for both Valley Water and the City of San Jose (communities scheduled to be cycled in 2024) using the 2023/2024 (?) SC County Multi-Jurisdictional Hazard Mitigation Plan. The goal is to avoid duplicating efforts as the flood-centric FPM is developed.

Item #5: CRS 2024 Cycle Group (San Jose and Valley Water) and Annual Recertification

- If you completed the cycle last year, please upload the information to Egnyte. This will enable Valley Water to support future efforts in potential transition and provide examples for other cycling agencies.
- San Jose and Valley Water are scheduled to be cycled in November 2024. There have been no updates regarding the upcoming cycle. Valley Water can schedule a meeting with San Jose if they need our assistance/Valley Water documentation.
- Letters from ISO/FEMA for the annual recertifications should arrive soon. Valley Water will start gathering information for Activity 540; agencies requiring this and other Valley Water documentation for other activities should contact us.
- Final PPI Annual Evaluation Report should be ready to submit to ISO for recertification due on August 1, 2024 (*see Agenda Item #7*).
- **Action Item:**
 - If you do not receive a recertification letter or email from ISO by mid-June 2024, please contact Bradley Arkens @ Bradley.arkens@verisk.com for further information.
- **Question:**
 - Where can agencies upload their recertification files to Egnyte? Is there a specific folder? *All recertification documents should be uploaded to respective community folders. If there are any access or questions, please contact Valley Water.*

Item #6: California Flood Preparedness Week (October 2024)

- In preparation for California Flood Preparedness Week, the Department of Water Resources (DWR) will begin planning the upcoming campaign. Partner meetings will start soon. Please ensure that the contact information in the CRS community roster is current, as it will be shared with DWR to send out meeting invitations.
- Valley Water will have its separate kickoff event, including a flood preparedness week resolution and outreach, in October 2024.

Item #7: Complete Development of the 2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Evaluation Report, FY 24 (Year 3: July 2023 to June 2024)

- All agencies should review and update FY24 Project Accomplishments column as soon as possible. Valley Water is preparing the non-agenda item for the Valley Water Board (June 21, 2024) submitting the Annual Evaluation Report.
- Each community should specify how the PPI Annual Evaluation Report will be shared with its governing board. At the meeting, each community confirmed the method of sharing the annual report with its governing body, and the present communities noted no changes.
 - Note that the PPI Annual Evaluation Report only needs to be sent (*does not need to be adopted – only the PPI itself has to be adopted*) to their respective governing body before submitting the report as part of the recertification documentation submittal that's due on August 1, 2024.
 - Valley Water will provide the committee with the final PPI Annual Evaluation Report and our Board non-agenda item cover memo by June 21, 2024 (after 5:00 pm PST).
- If communities do not update the PPI Annual Evaluation Report, Valley Water will proceed with the report without community information.

Action Item:

- Deadline – May 31, 2024: Update the FY24 Project Accomplishments column for your community [Google Link](#) **NOTE: Update Input Here Only column; Do Not edit anything else**
- **Question:**
 - It was mentioned that Valley Water plans to take the report to the Valley Water Board on June 21, 2024. Will the report be available after that? Cupertino plans to present to the council in July and will need the report in late June. *The PPI Annual Report will be posted and sent to the CRS community group on June 21 (after 5:00 pm PST). If content is required before June 21, contact Valley Water for draft content.*

Agenda Item #8: Other Items

- Rob Lampa from DWR is preparing to send an invite to an upcoming webinar series.

CITY COUNCIL STAFF REPORT

MEETING DATE: August 28, 2024

PREPARED BY:

Christopher Woodrow, Admin Police Sergeant

APPROVED BY: City Manager

ACCEPT COMMUNITY LAW ENFORCEMENT FOUNDATION (CLEF) DONATION

RECOMMENDATION(S)

1. Authorize the City Manager to accept a donation from the Community Law Enforcement Foundation in the amount of \$53,123 for the reimbursement of protection plates; and
2. Amend the adopted Fiscal Year (FY) 2024-25 budget in the General Fund (010) to recognize the CLEF donation as revenue, and appropriate \$53,123 in the Police Department Field Operation budget.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Fostering a Positive Organizational Culture

2024-2025 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Public Safety Master Plan

REPORT NARRATIVE:

The Community Law Enforcement Foundation (CLEF) is a non-profit volunteer organization dedicated to supporting and promoting public safety through partnerships that provide resources to enhance the operation of the Police Department. CLEF Board of Directors and volunteers work to raise funds for the purchase of equipment and materials that are not within the Department's operating budget. The CLEF Board wishes to provide a donation in the amount of \$53,123 for the purchase of Level III ICW Multi Curve Shooter's Cut Plates (Rifle Threat Protection Plates).

These Rifle Threat Protection Plates provide a higher level of ballistic protection to the officer than their regular ballistic body armor vest can provide.

COMMUNITY ENGAGEMENT:

This staff report will serve as notification to the community of the monetary donation from CLEF in the amount of \$53,123 towards the reimbursement for the purchase of replacement Rifle Threat Protection Plates.

ALTERNATIVE ACTIONS:

City Council could decide not to accept the donation.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council has previously accepted donations from CLEF to enhance the Police Department's operations every year since 2010. CLEF's total donations to date have exceeded \$250,000.

FISCAL AND RESOURCE IMPACT:

Recognize \$53,123 as revenue towards CLEF Donations (010.37516). Appropriate \$53,123 in Field Operations Other Supplies with the purchase of replacement Rifle Threat Protection Plates. A Budget Scorecard is attached.

CEQA (California Environmental Quality Act):

Not a Project.

Continuing administrative activities, such as purchases for supplies and equipment, are not a project subject to environmental review.



111 Deerwood Road #200
San Ramon, CA. 94583

Quote

Date	Estimate #
11/29/2023	23-199

Name / Address
Morgan Hill Police Dept. 16200 Vineyard Blvd. Morgan Hill, CA. 95037

			Project
Description	Qty	Cost	Total
Level III ICW Multi Curve Shooter's Cut Plate. 9.6"x11.8" .35"	90	540.00	48,600.00T
Shipping Charge		86.00	86.00
Sales Tax		9.13%	4,437.18
		Total	\$53,123.18

Customer Signature _____

RESOLUTION NO. 24-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MORGAN HILL APPROVING AN AMENDMENT TO
THE CITY'S FISCAL YEAR 2024-2025 BUDGET IN THE
GENERAL FUND (FUND NO. 010), TO APPROPRIATE
\$53,123.00, 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 "Community Law Enforcement Foundation (CLEF) Donation" submitted for City Council consideration at its meeting of August 28, 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 2024-2025 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 2024-2025 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 2024-2025 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 28th day of August 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 28th day of August 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 2024-2025

ADJUSTMENT #

001

FUND:

010 General Fund

FUNCTION:

020 Public Safety

DEPARTMENT:

020 Police

DIVISION:

3210 Filed Operations

OBJECT:

42248 OTHER SUPPLIES

AGENDA DATE:

08/28/24

AGENDA ITEM TITLE:

Other Supplies

	07/01/24 PROJECTED BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	07/01/25 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	29,684,560	56,220,919	64,717,663	21,187,816
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	-	-	-
RECOMMENDED ACTION		53,123	53,123	-
RESULT OF RECOMMENDED ACTION	<u>29,684,560</u>	<u>56,274,042</u>	<u>64,770,786</u>	<u>21,187,816</u>

CITY COUNCIL STAFF REPORT

MEETING DATE: August 28, 2024

PREPARED BY:

Charlie Ha, Supervising Civil Engineer

APPROVED BY: City Manager

APPROVE A REIMBURSEMENT AGREEMENT WITH VCBLA NIDO, LLC FOR THE VOICES CHARTER SCHOOL PROJECT (NORTHWEST CORNER OF MONTEREY ROAD AND COSMO AVENUE)

RECOMMENDATION(S)

1. Approve a Reimbursement Agreement with VCBLA NIDO, LLC for the Voices Charter School; and
2. Authorize the City Manager to execute the Reimbursement Agreement.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Guiding Documents

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

The Voices Charter School Project is located at the northwest corner of Monterey Road and Cosmo Avenue (see Attachment 1). As part of the project's conditions of approval, the developer, VCBLA NIDO, LLC, was required to construct public improvements along the project's Monterey Road and Cosmo Avenue frontages, which includes sidewalk, curb, gutter, street widening, undergrounding of overhead utilities, and modification of the existing traffic signals for the installation of a new crosswalk across Monterey Road.

A portion of the public improvements were outside the project boundaries; therefore, the developer is seeking reimbursement for this work. Specifically, the reimbursable work outside the project boundaries includes the following: 1) The undergrounding of overhead utilities along Monterey Road from the centerline of Cosmo Avenue to the southwest corner of the intersection and the elimination of overhead power supply line to an existing streetlight at the westerly end of the project on Cosmo Avenue; 2) Asphalt conform with sidewalk and street pavement at the north end of the property on Monterey Road; and 3) Relocating and updating to current city standards an existing commercial water meter which was in conflict with the new ADA ramp at the new crosswalk on the east side of the Monterey Road and Cosmo Avenue intersection.

The total reimbursement cost is \$181,711. The actual cost and construction work has been reviewed and deemed acceptable. Therefore, staff recommends that the City

enter into a Reimbursement Agreement (Attachment 2) with the developer, VCBLA NIDO, LLC.

COMMUNITY ENGAGEMENT:

Inform

This staff report serves to inform the public of development projects which partner with the City to contribute to the undergrounding of overhead utilities. Undergrounding of overhead utility lines increases safety and reduces the potential of electrical fires that can occur with overhead utility lines.

ALTERNATIVE ACTIONS:

None.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

An Improvement Agreement for public improvements with VCBLA NIDO, LLC for the Voice Charter School was approved by the City Council on December 16, 2020.

FISCAL AND RESOURCE IMPACT:

The reimbursement for the public improvements of \$181,711 will be funded from the Undergrounding Fund (350) and the Water Capital Improvement Fund (653). Adequate funding is available within the existing approved Capital Budget for these expenses.

CEQA (California Environmental Quality Act):

Project

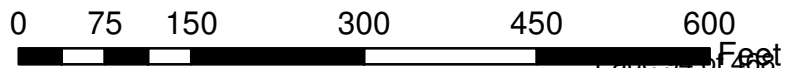
On October 8, 2019, the Planning Commission adopted a Mitigated Negative Declaration.



**Engineering and Utilities Department
Land Development Engineering Division**

Document Path: G:\R-14\PROJ\Agustin\GIS\Voices Charter School.mxd

**SITE MAP
VOICES CHARTER SCHOOL
APN 767-17-047**



REIMBURSEMENT AGREEMENT

VCBLA NIDO, LLC
16505 Monterey Road
Voice Charter School

THIS AGREEMENT is made this _____ day of _____, 2024, by the CITY OF MORGAN HILL, a municipal corporation ("CITY"), and VCBLA NIDO, LLC, a California Limited Liability Company ("DEVELOPER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to City Council approval on August 28, 2024.
2. CITY desired the DEVELOPER to furnish **public improvements for undergrounding beyond the project frontage, asphalt conform, and relocation of a water meter conflicting with the location of a new ADA ramp.**
3. DEVELOPER agreed to, at its own cost and expense, install these improvements ("IMPROVEMENTS").
4. DEVELOPER requests that CITY reimburse it for a portion of the cost incurred for IMPROVEMENTS.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement covers services rendered from the date of building permit issuance for the project until such time as the amount or portion for reimbursement has been paid to DEVELOPER or its designee. This Agreement shall terminate in two years or upon full reimbursement, whichever occurs first.
2. **Scope of Project.** The Project scope consists of **public improvements along the project frontage, modifications of the existing traffic signal for the installation of a new crosswalk across Monterey Road.**
3. **IMPROVEMENTS PROVIDED.** IMPROVEMENTS performed by DEVELOPER consisted of the following: **Specific to this agreement are:**
 - 1) **Undergrounding overhead utilities along Monterey Road from the centerline of Cosmo Avenue to the southwest corner of Monterey Road and Cosmo, and the elimination of overhead power of the existing public streetlight at the west end of the property on Cosmo Avenue**

2) **Asphalt conform with sidewalk and street pavement at the north end of the property on Monterey Road**

3) **Relocating and updating to current city standards an existing commercial water meter which was in conflict with the new ADA ramp at the new crosswalk on the east side of the Monterey Road.**

4. **Compensation.** DEVELOPER had expended the following amount in construction of IMPROVEMENTS:

4.1 **Amount.** One hundred eighty-one thousand seven hundred ten dollars sixty-six cents (**\$181,710.66**).

4.2 **Portion to be Reimbursed.** One hundred eighty-one thousand seven hundred ten dollars sixty-six cents (**\$181,710.66**).

4.3 **Payment.** CITY shall reimburse DEVELOPER upon completion of the improvements to CITY's satisfaction.

4.4 **Records of Expenses.** DEVELOPER has kept records in which complete and correct entries are made of all construction costs, including overhead, related to IMPROVEMENTS. These records have been made available to CITY upon request.

4.5 **Termination.** CITY and DEVELOPER shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days written notice of termination as provided in Paragraph 12 below.

5. **Assignment of Payments.**

5.1 **Payment Stream.** DEVELOPER may assign the payments upon written instruction to CITY as provided in Paragraph 12 below. CITY shall have no liability whatsoever for failure to follow these instructions or for any claim by any entity for the funds or for their assignment.

7. **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.

8. **Non-Discrimination.** DEVELOPER covenants there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, disability, sexual orientation, national origin, or ancestry, in any activity pursuant to this Agreement.

9. **Independent Contractor.** It is agreed to that DEVELOPER shall act and be an independent contractor and not an agent or employee of CITY.

10. **Compliance with Law.** DEVELOPER shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

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

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

a. Address of DEVELOPER is as follows:

**VCBLA NIDO LLC
6840 VIA DEL ORO, SUITE 160
SAN JOSE, CA 95119**

b. Address of CITY is as follows:

**Public Works Director
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037**

With a copy to:

**City Clerk
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037**

13. **Licenses, Permits and Fees.** DEVELOPER shall obtain a **City of Morgan Hill Business License**, all permits, and licenses as may be required by this Agreement.

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

15. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement nor any portion shall be assigned by DEVELOPER without prior written consent of CITY.

16. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

17. **Indemnification.** DEVELOPER agrees to protect, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by DEVELOPER, DEVELOPER'S agents, officers, employees, subcontractors, or independent contractors hired by DEVELOPER. The only exception to DEVELOPER'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by DEVELOPER.

18. **Modification.** 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 subsequent mutual written agreement executed by CITY and DEVELOPER.

19. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Santa Clara County Superior Court.

20. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.

21. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision affected only the provision interpreted, and all remaining provisions shall remain enforceable.

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

CITY OF MORGAN HILL

By: _____
Christina J. Turner, City Manager

Date: _____

"DEVELOPER"
VCBLA NIDO, LLC

By: _____
Frances Quintanar Teso, CEO

Date: _____

ATTEST:

Michelle Bigelow, City Clerk

Date: _____

By: _____
John Cesare, CFO

Date: _____

APPROVED AS TO FORM:

Donald A Larkin, City Attorney

Date: _____

Exhibit A

Reimbursement Cost

	Public Improvement Cost	Cost
1	Underground overhead utilities beyond project frontage	
	At Monterey Road undergrounding from centerline of Cosmo Avenue to the southwest corner of Monterey Road and Cosmo Avenue.	\$56,897.18
	Hardscape restoration at southwest corner of Monterey Road and Cosmo Avenue.	\$17,300.00
	Eliminate overhead power feed existing public streetlight on Cosmo Avenue.	\$4,029.00
	Portion PG&E Undergrounding Utility Contract Cost	\$37,748.78
	Portion of Frontier Undergrounding Utility	\$1,280.15
2	Asphalt conform at north end of property on Monterey.	\$756.00
3	Water Meter Relocation out of new ADA ramp.	
	New lateral and installing meter manifold for two 1" meters outside of new ADA ramp footprint.	\$46,859.00
	Additional curb, gutter, and sidewalk work at new meter locations.	\$5,900.00
	Water shutdown.	\$8,059.00
4	Portion of consultants cost	\$2,881.55
	Total	\$181,710.66

CITY COUNCIL STAFF REPORT

MEETING DATE: August 28, 2024

PREPARED BY:

Inga Alonzo, Management Analyst

APPROVED BY: City Manager

APPROVE CHANGE ORDER #1 WITH IRISH EXCAVATION FOR WOODLAND BOOSTER RETAINING WALLS IN THE AMOUNT OF \$27,838

RECOMMENDATION(S)

1. Approve and authorize the City Manager to execute Change Order #1 with Irish Excavation in the amount of \$27,838 for two retaining walls at the Woodland Booster Station; and
2. Approve and authorize the City Manager to add a 10% Contingency to the project in the amount of \$10,262.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Water System Master Plan

REPORT NARRATIVE:

The project's scope of work is described as the removal and disposal of existing fence and furnish materials, labor, equipment, and installation of two concrete masonry (CMU) retaining walls, one upper and one lower, approximately 30 feet each at the Woodland Acres Booster Station. The Public Works informal bidders list was utilized for this bid and the bid opening was held on November 8, 2023. The City Council awarded the contract to the lowest bidder, Irish Excavation, on December 6, 2023. This change order allows the contractor to replace the CMU retaining walls originally scoped with steel soldier piles and treated timbers.

After construction began, unknown conditions in the field caused the original scope to be inadequate to address retaining the hillside adjacent to the booster station. The City

Engineer worked to develop an alternative to retain the hillside using materials available and owned by the City. This change order will allow appropriate retaining of the hillside and eliminates the need to build a concrete foundation across the top of the water main leaving the booster station. City staff believe the proposed change order is the most cost-effective means of completing the project.

COMMUNITY ENGAGEMENT:

Not Applicable

As maintenance and security of an existing facility is expected to be performed by the City, no community engagement for this project was performed.

ALTERNATIVE ACTIONS:

Staff recommends that the Council approves the change order with Irish Excavation. However, the Council could decide not to approve the change and direct staff to go with the original plan, but this action would more likely delay the project, would not address the issues raised in the narrative above, and would make it more difficult to maintain and/or replace the water main in the future.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On December 6, 2023, Council awarded the Woodland Booster Station Retaining Walls project to Irish Excavation for the amount of \$74,780.

FISCAL AND RESOURCE IMPACT:

Funding for this agreement is in the Council approved Capital Improvement Program Budget under project WA6010 Utilities Security Enhancement.

CEQA (California Environmental Quality Act):

Categorical Exemption

This project is Categorically Exempt pursuant to Section 15301 of CEQA Guidelines because the work to be performed is repair, maintenance and/or minor alteration of an existing booster station facility involving no expansion of existing use.



Contract Change Order

Contract Number: 126-04-23-054
Contract Effective Date: 12/06/2023
Change Order Number: 1
Change Order Effective Date: 8/29/2024

All defined terms used in this Change Order are subject to the definitions in the Contract General Conditions.

Project	
Project Title:	Woodland Booster CMU Retaining Walls
Contractor/Firm:	Irish Excavation

Summary of Change Order	
Reason for change(s):	Design Change for unknown conditions in the field
Description of change(s):	Design Change from CMU to Columns and Timber with larger footprint
Incorporates Change Order Request Number(s):	N/A
Change in Contract Price, if any, based on payment method (check one): [See General Conditions Article 6]	☐ Unit Pricing ☒ Lump Sum \$ <u>27,838.00</u> ☐ Time and Materials Not to exceed \$ _____

Cost	Time
This Change Order will modify the Contract Price as follows (check one): ☐ No change to Contract Price ☒ Increase Contract Price by \$ <u>27,838.00</u> ☐ Decrease Contract Price by \$ _____ The Contract Price is now: \$ <u>102,618.00</u>	This Change Order will modify the Contract Time as follows (check one): ☐ No change to Contract Time ☒ Increase Contract Time by <u>15</u> calendar days ☐ Decrease Contract Time by _____ calendar days The deadline for Final Completion is now: <u>10/15/2024</u>



Contract Change Order

Contract Number: 126-04-23-054

Contract Effective Date: 12/06/2023

Change Order Number: 1

Change Order Effective Date: 8/29/2024

Change Order Reference Documents

Description of Document (e.g., bid schedule, schedule of values, Change Order request, RFI, field directive, etc.)	Date	Cost
Change from CMU to Pillar and Timber Wall with larger footprint	7/14/2024	\$27,838.00

CONTRACTOR CERTIFICATION: By signing below, Contractor agrees that:

- 1) Contractor will provide all labor, materials, equipment and services necessary to perform and timely complete the Work under this Change Order according to the Contract Documents and in an economic and efficient manner in the best interests of the City.
- 2) This Change Order constitutes full resolution, settlement, accord and satisfaction with respect to any and all pending or future Claims for modifications of Contract Price or extensions of Contract Time that were or may be asserted, or that could have been asserted, in connection with the Work covered by this Change Order.

FAILURE TO EXECUTE:

If Contractor fails to promptly execute this Change Order within 10 days after it has been submitted for Contractor's signature, the City may unilaterally issue this Change Order pursuant to Article 6 of the Contract General Conditions. Contractor may dispute the terms of a unilaterally-issued Change Order, in whole or in part, by submitting a Claim within 15 days after the Change Order has been submitted and according to the dispute resolution procedures set forth in Article 12 of the Contract General Conditions. Contractor's failure to submit a timely Claim under those procedures will be deemed unqualified acceptance of this Change Order as if it were duly executed by Contractor, and any and all Claims regarding this Change Order are deemed waived.

Submitted to Contractor for execution on 8/9/2024 By: Inga Alonzo, Administrative Analyst
Date Name/Title

Accepted by Contractor:		Approved by the City of Morgan Hill:	
By:		By:	
Name:	Sean O'Donoghue	Name:	Chris Ghione
Title:	CEO	Title:	Public Services Director
Date:	8/9/2024	Date:	

Date of City Council approval (if required): August 28, 2024

*Note: This Change Order requires City Council approval if the new Contract Price exceeds the total authorized funding for the Project (original contract award plus any approved contingency amount). *The City Manager must sign this Change Order if it increases the Contract Price by more than \$20,000 or if it reduces the Project contingency amount to less than 50% of the authorized amount.*

City Manager*

Date

**The following page is
for Internal Use only.**



Contract Change Order

Contract Number: 126-04-23-054

Contract Effective Date: 12/06/2023

Change Order Number: 1

Change Order Effective Date: 8/29/2024

Summary of Amounts Now Payable Under the Contract (For Internal Purposes Only)

Original Contract Price:	\$ 74,780.00	Original Contingency	\$
Previous Change Orders [net adjustment]	\$	Contingency Added	\$ 10,262.00
This Change Order	\$ 27,838.00		
Revised Contract Price:	\$ 102,618.00		
Paid to Date	\$ 0.00	Contingency Used to Date	\$ 0
Contract Balance	\$ 102,618.00	Contingency Balance	\$ 10,262.00

Change Order Document Preparer (Signature Required)

By:	
Name/Title:	Inga Alonzo, Administrative Analyst
Date:	

City Staff Approval – Project Manager (Signature Required)

By :	
Name:	James Sylvain
Date:	

City Staff Approval – Public Services Director (Signature Required)

By:	
Name:	Chris Ghione
Date:	

Received by City Clerk: _____, 20____

Signed copy of this Change Order transmitted to:

☐ Contractor ☐ Public Works Payables ☐ Contract File ☐

CITY COUNCIL STAFF REPORT

MEETING DATE: August 28, 2024

PREPARED BY:

Maria Angeles, Senior Civil Engineer

APPROVED BY: City Manager

APPROVE FINAL MAP FOR CROSSWINDS PHASE 1 - TRACT NO. 10618 AND RELATED SUBDIVISION IMPROVEMENTS AGREEMENT

RECOMMENDATION(S)

1. Approve the Final Map;
2. Authorize the City Manager to execute the Subdivision Improvements Agreement with THE CROSSWINDS AT MORGAN HILL LLC ("Subdivider"), and KB HOME SOUTH BAY INC. ("Developer"); and
3. Authorize the recordation of the Final Map and Subdivision Improvements Agreement.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Protecting the Environment and Preserving Open Space and Agricultural Land
Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Economic Development and Tourism

Guiding Documents

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

The Crosswinds Project is a 269-unit residential development located at the southwest intersection of Half Road and Mission View Drive as shown on the attached Site Map (Attachment 1). The Final Map (Attachment 2) for the first phase of the project, consisting of 94 residential units (Tract No. 10618), is the map recommended for approval. The Subdivider, THE CROSSWINDS AT MORGAN HILL LLC, and the Developer, KB HOME SOUTH BAY INC., have completed all the conditions specified by the Planning Commission in the approval of the project's Vesting Tentative Map and Design Review Permit (Resolution No. 23-05).

The Subdivider and Developer have furnished the City with the necessary documents to complete the processing of the Final Map and has made provisions to provide the City

with the required fees, security, and insurance prior to recordation of the Final Map. The Final Map conforms to the requirements of the Subdivision Map Act, and conditions of approval have been met.

The City Council is required to approve the Final Map if it conforms to all the requirements of the Subdivision Map Act, and any conditions of approval for the Vesting Tentative Map. After approval and recordation of the project's Final Map, the Subdivider will transfer title to the Developer, KB HOME SOUTH BAY INC.

Subdivision Improvements Agreement

The project's Subdivision Improvements Agreement (Attachment 3) contains a Fee Credit and Reimbursement section (Section 9 of the agreement) described below.

1. The City will give Traffic Impact Fee credits to the Subdivider and/or Developer for the actual cost of out-of-tract public improvements along portions of Mission View Drive and at other non-frontage locations that will be completed by the Subdivider and/or Developer on behalf of the City. The Traffic Impact Fee credit will not exceed the cost of the total Traffic Impact Fees due from the project's 269 total residential units estimated to be \$1,798,328.
2. The Subdivider and/or Developer is also required to reimburse TC MORGAN HILL VENTURE, LLC, the developer of the industrial development named Redwood Tech (or Cochrane Tech), for costs of the public improvements along De Paul Drive and a sanitary sewer main extension pursuant to the Subsequent Development Reimbursement Agreement executed by TC MORGAN HILL VENTURE, LLC and the City.

Staff recommends that City Council approve the Final Map and authorize the City Manager to sign the Subdivision Improvements Agreement pending review and approval by the City Attorney.

COMMUNITY ENGAGEMENT:

Inform

The Planning Commission recommended approval of the project's Vesting Tentative Map and Design Permit at its May 23, 2023 meeting. The project was publicly noticed including a mailing to property owners within 600 feet of the project.

ALTERNATIVE ACTIONS:

There is no feasible alternative action as the Subdivider and Developer have met the requirements of the Vesting Tentative Map conditions approved by the Planning Commission to file for a Final Map approval and have furnished the necessary documents to complete the processing of the Subdivision Improvements Agreement.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

May 23, 2023 – Planning Commission adopted Resolution No. 23-05 that recommended approval of the Vesting Tentative Map and Design Permit.

June 21, 2023 – City Council adopted Resolution No. 23-032 that approved the Vesting Tentative Map and Design Permit.

FISCAL AND RESOURCE IMPACT:

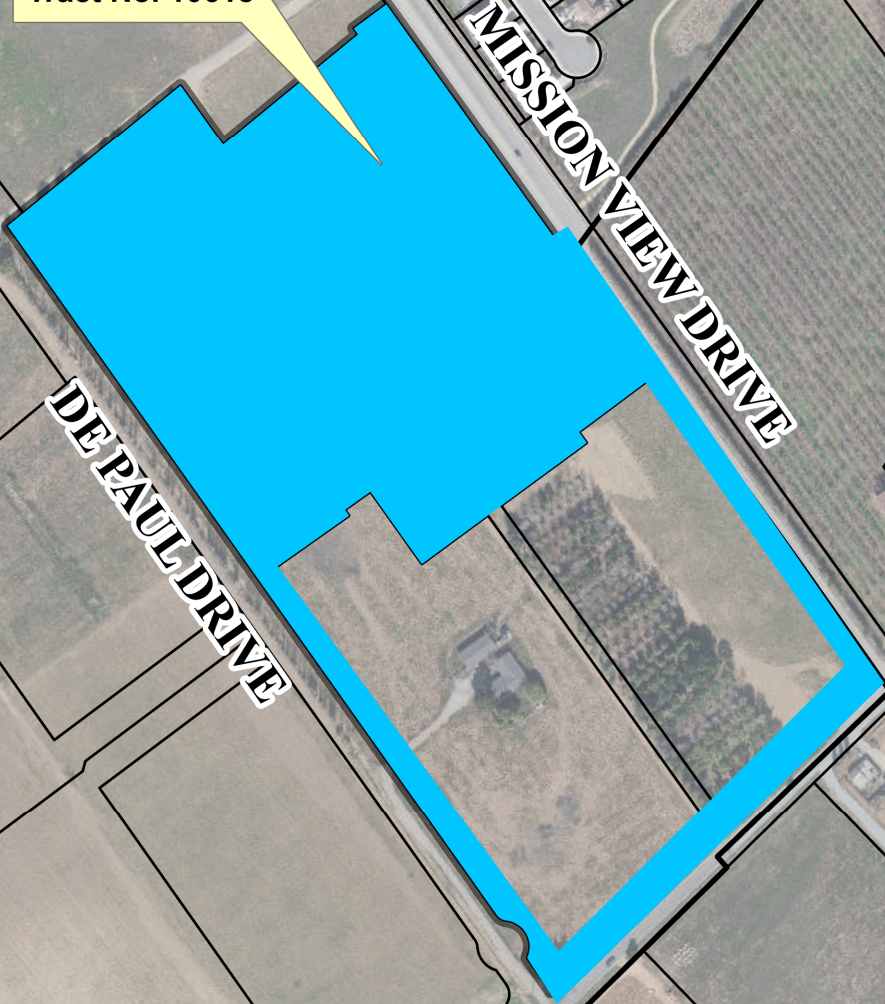
Development review costs for this project are paid for from development processing fees.

CEQA (California Environmental Quality Act):

Project

An Environmental Impact Report was certified for this project on June 21, 2023.

Crosswinds
Phase 1
Tract No. 10618

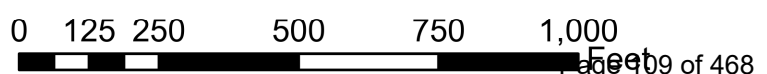


County of Santa Clara; Sanborn Map Company



Public Services Department
Land Development Engineering

Site Map
Crosswinds Phase 1
Tract No. 10618



OWNERS STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY SHOWN ON THE SUBDIVISION WITHIN THE DISTINCTIVE SYMBOL LINE OF THIS MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1", CONSISTING OF FOURTEEN (14) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD, AND DO CONSENT TO THE MAKING AND FILING OF SAID MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: TO THE CITY OF MORGAN HILL, THE STREETS OR PORTIONS THEREOF SHOWN AS "DE PAUL DRIVE", "HALF ROAD" AND "MISSION VIEW DRIVE", NOT HERETOFORE EXISTING, AND DESIGNATED AS "PARCEL L" AND "PARCEL M" FOR PUBLIC STREET PURPOSES, ALONG WITH ANY AND ALL PUBLIC USES UNDER, UPON, OR OVER SAID STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR ANY AND ALL PUBLIC SERVICE FACILITIES INCLUDING, BUT NOT LIMITED TO SIDEWALKS, POLES, WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE, GAS, STORM, SANITARY AND WATER SERVICES, AND ALL APPURTENANCES THERETO UNDER, UPON, OR OVER THE LAND DESIGNATED AS "PUBLIC SERVICE EASEMENT" (PSE).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR ACCESS OF EMERGENCY VEHICLES, OVER, ON AND ACROSS THOSE CERTAIN AREAS DESIGNATED AS "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR PUBLIC STORM DRAIN FACILITIES, OVER, ON AND ACROSS THOSE CERTAIN AREAS DESIGNATED AS "STORM DRAIN EASEMENT" (SDE).

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF THE LOTS AND PARCELS WITHIN THE "CROSSWINDS" SUBDIVISIONS, EASEMENTS OVER, UNDER, OR UPON THOSE CERTAIN AREAS DESIGNATED AS "PRIVATE STORM DRAIN EASEMENT" (PSDE) FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE STORM DRAIN FACILITIES, SAID EASEMENTS SHALL BE CONVEYED TO, AND MAINTAINED BY, THE HOMEOWNERS ASSOCIATION CREATED FOR THE "CROSSWINDS" SUBDIVISIONS, AS STATED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS.

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF THE LOTS AND PARCELS WITHIN THE "CROSSWINDS" SUBDIVISIONS, THEIR LICENSEES, VISITORS, AND TENANTS, EASEMENTS FOR THE PURPOSES OF INGRESS, EGRESS, AND PARKING (WHERE DESIGNATED) OVER THOSE CERTAIN AREAS DESIGNATED AS "INGRESS AND EGRESS EASEMENT" (IEE), FOR RIGHTS OF INGRESS AND EGRESS, SAID EASEMENTS SHALL BE CONVEYED TO, AND MAINTAINED BY, THE HOMEOWNERS ASSOCIATION CREATED FOR THE "CROSSWINDS" SUBDIVISIONS, AS STATED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS.

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF THE LOTS AND PARCELS WITHIN THE "CROSSWINDS" SUBDIVISIONS, FOR THE PURPOSES OF INGRESS, EGRESS, PARKING (WHERE DESIGNATED) AND FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES UNDER, UPON AND OVER THE STREETS DESIGNATED AS (PRIVATE), AND SHOWN AS "PRESIDIO LANE" ("PARCEL N"), "CALABAZAS LANE" ("PARCEL O"), "LAGUNA LANE" ("PARCEL P"), "CLARA LANE" ("PARCEL Q AND R"), AND THE ALLEYS SHOWN AS "DIEGO LANE" ("PARCEL S"), "XAVIER LANE" ("PARCEL T"), AND PRIVATE DRIVES SHOWN AS "PARCEL U", "PARCEL V", "PARCEL W", "PARCEL X", "PARCEL Y" AND "PARCEL Z", SAID PARCELS SHALL BE CONVEYED TO, AND MAINTAINED BY, THE HOMEOWNERS ASSOCIATION CREATED FOR THE "CROSSWINDS" SUBDIVISIONS, AS STATED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS.

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS LOCATED WITHIN "LOT 121", EASEMENTS FOR THE PURPOSES OF INGRESS, EGRESS, PARKING (WHERE DESIGNATED) AND FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES UNDER, UPON AND OVER THE STREET DESIGNATED AS (PRIVATE), AND SHOWN AS "PUEBLO LANE", AS STATED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE "CROSSWINDS" SUBDIVISIONS.

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS LOCATED WITHIN "LOT 123", EASEMENTS FOR THE PURPOSES OF INGRESS, EGRESS, PARKING (WHERE DESIGNATED) AND FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES UNDER, UPON AND OVER THE STREET DESIGNATED AS (PRIVATE), AND SHOWN AS "CRUZ LANE" AND "BARBARA LANE", AS STATED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE "CROSSWINDS" SUBDIVISIONS.

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF "LOTS", "PARCELS", AND "CONDOMINIUMS" WITHIN THE "CROSSWINDS" SUBDIVISIONS, THEIR LICENSEES, VISITORS, AND TENANTS, "PARCEL A", "PARCEL B" "PARCEL C", "PARCEL D", "PARCEL E", "PARCEL F", "PARCEL G", "PARCEL H", "PARCEL I", "PARCEL J", "PARCEL K" AND "PARCEL AA" AS "OPEN SPACE", FOR THE PURPOSES OF LANDSCAPING, RECREATIONAL AMENITIES, STORM WATER MANAGEMENT AND ALL OTHER APPURTENANCES THERETO, SAID PARCEL SHALL BE CONVEYED TO, AND MAINTAINED BY, THE HOMEOWNERS ASSOCIATION CREATED FOR THE "CROSSWINDS" SUBDIVISIONS, AS STATED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS.

WE HEREBY STATE THAT "LOT 121" AND "LOT 123" ARE FOR CONDOMINIUM PURPOSES.

WE HEREBY STATE THAT "PARCEL 1" AND "PARCEL 2" ARE FOR FUTURE CONDOMINIUM PURPOSES.

WE HEREBY STATE THAT "PARCEL 3" MAY BE FURTHER SUBDIVIDED INTO BUILDABLE LOTS, SUBJECT TO THE FUTURE REVIEW AND APPROVAL OF THE CITY OF MORGAN HILL. NO FURTHER DEVELOPMENT OR SUBDIVISION SHALL OCCUR UNTIL FUTURE REVIEW APPROVAL BY THE CITY OF MORGAN HILL.

ALL OF THE STREETS AND EASEMENTS DESCRIBED HEREIN SHALL BE KEPT FREE OF BUILDINGS, EXCEPT LAWFUL UNSUPPORTED ROOF OVERHANGS, AND OBSTRUCTIONS THAT DO NOT IMPAIR THE USE OF, OR ARE CONSISTENT WITH THE PURPOSE OF THE STREET OR EASEMENT.

THE OFFERS OF DEDICATION DESCRIBED HEREIN TO THE CITY OF MORGAN HILL ARE TO BE ACCEPTED ONLY WHEN THE CITY COUNCIL OF THE CITY OF MORGAN HILL OR ITS SUCCESSOR AGENCY ADOPTS AND RECORDS IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY A RESOLUTION ACCEPTING SAID STREETS OR EASEMENTS. UNTIL SAID RESOLUTION(S) ARE RECORDED, ALL STREETS AND EASEMENTS ENCOMPASSED WITHIN SUCH OFFERS OF DEDICATION SHALL BE MAINTAINED BY THE OWNER DURING ANY REQUIRED WARRANTY PERIOD AND THEREAFTER BY THE OWNER(S) OF THE LOTS OR PARCELS IN THE SUBDIVISION. THE CITY OF MORGAN HILL SHALL NOT BE RESPONSIBLE FOR MAINTENANCE AND SHALL INCUR NO LIABILITY WITH RESPECT TO SUCH OFFERED STREETS AND EASEMENTS OR ANY IMPROVEMENT THEREON. ALL DEDICATED RIGHTS-OF-WAY AND EASEMENTS NOT ACCEPTED FOR MAINTENANCE BY THE CITY OR OTHER PUBLIC AGENCY SHALL BE MAINTAINED BY THE OWNER(S) OF THE LOTS OR PARCELS IN THE SUBDIVISION.

OWNER: THE CROSSWINDS AT MORGAN HILL LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Mary Beth Long BY: JG

NAME: Mary Beth Long NAME: JACOB GRUNBAUM

ITS: Vice President of General Manager ITS: ASSISTANT SECRETARY OF GENERAL MANAGER

OWNER ACKNOWLEDGMENT

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

STATE OF CALIFORNIA } ss. COUNTY OF Santa Clara

ON August 13, 2024, BEFORE ME, Jamie Jessel, A NOTARY PUBLIC

PERSONALLY APPEARED Mary Beth Long WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND. NOTARY'S SIGNATURE: Jamie Jessel NAME OF NOTARY (PLEASE PRINT): Jamie Jessel PRINCIPAL COUNTY OF BUSINESS: Santa Clara MY COMMISSION NUMBER: 2333101 MY COMMISSION EXPIRES: Sept. 3, 2024

OWNER ACKNOWLEDGMENT

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

STATE OF CALIFORNIA } ss. COUNTY OF Santa Clara

ON August 13, 2024, BEFORE ME, Jamie Jessel, A NOTARY PUBLIC

PERSONALLY APPEARED Jacob Grunbaum WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY, THAT IS TRUE AND COMPLETE AS SHOWN, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE CROSSWINDS AT MORGAN HILL LLC, A DELAWARE LIMITED LIABILITY COMPANY, COMPLETED OCTOBER 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 2026, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: 08/13/2024 BRYAN PIERCE, PLS 8859



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP, AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: 8-15-24 JOHN K. KING ACTING CITY SURVEYOR HANNA-BRUNETTI P.L.S. NO. 6809



NOTES:

- 1.) THE DISTINCTIVE SYMBOL LINE INDICATES THE BOUNDARIES OF THE LAND SUBDIVIDED BY THIS FINAL MAP.
- 2.) THE AREA WITHIN THE DISTINCTIVE SYMBOL LINE IS 29.89 ACRES, MORE OR LESS.
- 3.) A GEOTECHNICAL INVESTIGATION REPORT WAS PREPARED BY QUANTUM GEOTECHNICAL, INC. INCORPORATED JOB NO. H025.G, DATED NOVEMBER 2, 2021 AND IS ON FILE WITH THE CITY OF MORGAN HILL

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: SCOTT C. CREER CITY ENGINEER CITY OF MORGAN HILL, CALIFORNIA R.C.E. NO. 58879



STATEMENT OF THE PLANNING COMMISSION

I HEREBY STATE THAT THE TENTATIVE MAP FOR THE WITHIN FINAL MAP SHOWN HEREON WAS CONDITIONALLY APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL ON MAY 23, 2023, BY RESOLUTION NUMBER 23-05, APPLICATION NUMBER SD2020-0003.

DATE: JENNIFER CARMAN SECRETARY CITY OF MORGAN HILL, CALIFORNIA

STATEMENT OF THE CITY CLERK

I HEREBY STATE THAT THIS FINAL MAP, CONSISTING OF FOURTEEN (14) SHEETS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORGAN HILL AT A MEETING OF SAID COUNCIL HELD ON THE DAY OF 2024; AND THAT SAID COUNCIL DID ACCEPT, SUBJECT TO THEIR IMPROVEMENT IN ACCORDANCE WITH CITY STANDARDS, ON BEHALF OF THE PUBLIC, THE DEDICATION OF "PARCEL L" AND "PARCEL M" ("DE PAUL DRIVE", "HALF ROAD" AND "MISSION VIEW DRIVE") IN FEE, THE "PUBLIC SERVICE EASEMENT" (PSE), AND THE "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE), FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE DEDICATION, AS SHOWN ON THIS MAP.

I HEREBY CERTIFY THAT SAID CITY COUNCIL, PURSUANT TO SECTION 66434(g) AND 66499.20.2 OF THE SUBDIVISION MAP ACT, APPROVES THE ABANDONMENT OF THE FOLLOWING EASEMENTS:

THE PORTION OF "MURPHY LANE" AND "HALF ROAD" AS SHOWN ON THE PARCEL MAP FILED OCTOBER 14, 1981 IN BOOK 491 OF MAPS, AT PAGE 10, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, ALSO DESCRIBED IN THE DEED OF RIGHT OF WAY RECORDED SEPTEMBER 29, 1981 IN BOOK G364, PAGE 160, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA; AND CONTAINED WITHIN THE DISTINCTIVE SYMBOL LINE OF THIS MAP.

DATE: MICHELLE BIGELOW - CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA

RECORDER'S STATEMENT

FILE NO. FEE \$ PAID. ACCEPTED FOR RECORD AND FILED IN BOOK OF MAPS AT PAGES, SANTA CLARA COUNTY RECORDS, THIS DAY OF 20 AT M., AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

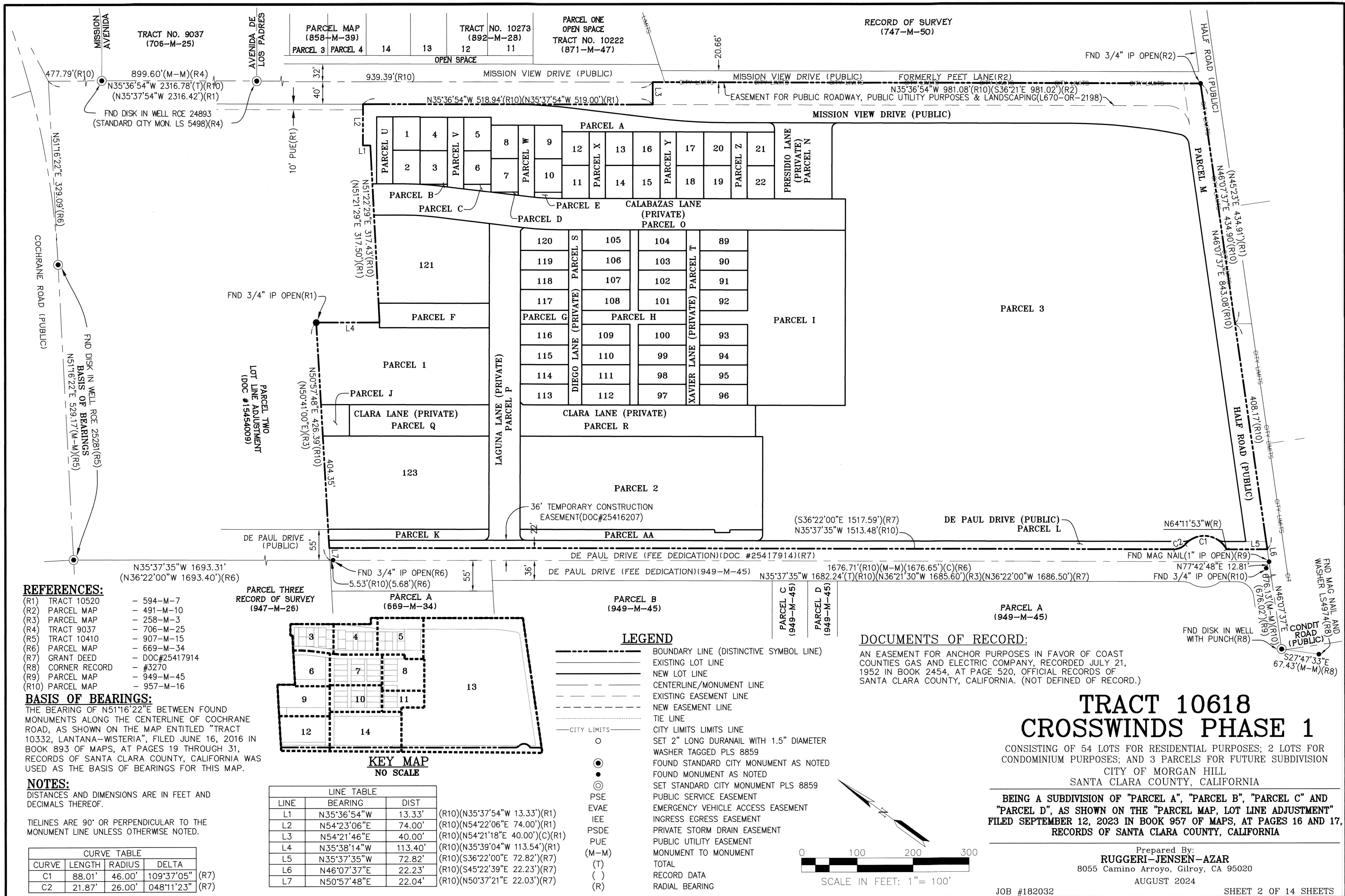
REGINA ALCOMENDRAS, RECORDER SANTA CLARA COUNTY, CALIFORNIA BY DEPUTY

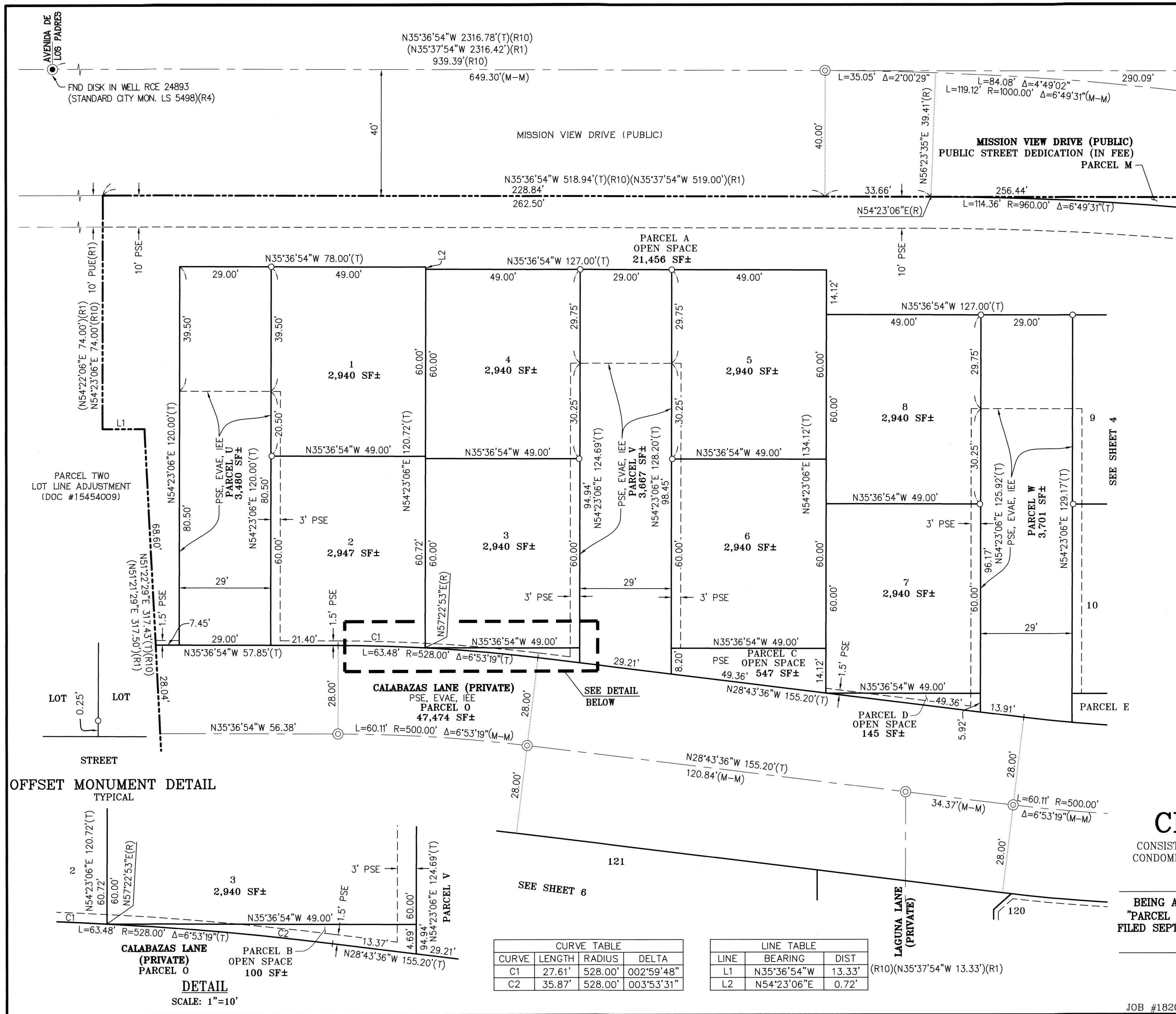
TRACT 10618 CROSSWINDS PHASE 1

CONSISTING OF 54 LOTS FOR RESIDENTIAL PURPOSES; 2 LOTS FOR CONDOMINIUM PURPOSES; AND 3 PARCELS FOR FUTURE SUBDIVISION CITY OF MORGAN HILL SANTA CLARA COUNTY, CALIFORNIA

BEING A SUBDIVISION OF "PARCEL A", "PARCEL B", "PARCEL C" AND "PARCEL D", AS SHOWN ON THE "PARCEL MAP, LOT LINE ADJUSTMENT" FILED SEPTEMBER 12, 2023 IN BOOK 957 OF MAPS, AT PAGES 16 AND 17, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By: RUGGERI-JENSEN-AZAR 8055 Camino Arroyo, Gilroy, CA 95020 AUGUST 2024





LEGEND

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
- EXISTING LOT LINE
- NEW LOT LINE
- CENTERLINE/MONUMENT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- TIE LINE
- CITY LIMITS
- SET 2" LONG DURANAIL WITH 1.5" DIAMETER WASHER TAGGED PLS 8859
- FOUND STANDARD CITY MONUMENT AS NOTED
- ⊙ FOUND MONUMENT AS NOTED
- ⊙ SET STANDARD CITY MONUMENT PLS 8859
- PSE PUBLIC SERVICE EASEMENT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- IEE INGRESS EGRESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- (M-M) MONUMENT TO MONUMENT
- (T) TOTAL
- () RECORD DATA
- (R) RADIAL BEARING

BASIS OF BEARINGS:
THE BEARING OF N51°16'22"E BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF COCHRANE ROAD, AS SHOWN ON THE MAP ENTITLED "TRACT 10332, LANTANA-WISTERIA", FILED JUNE 16, 2016 IN BOOK 893 OF MAPS, AT PAGES 19 THROUGH 31, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

REFERENCES:

(R1)	TRACT 10520	- 594-M-7
(R2)	PARCEL MAP	- 491-M-10
(R3)	PARCEL MAP	- 258-M-3
(R4)	TRACT 9037	- 706-M-25
(R5)	TRACT 10410	- 907-M-15
(R6)	PARCEL MAP	- 669-M-34
(R7)	GRANT DEED	- DOC#25417914
(R8)	CORNER RECORD	- #3270
(R9)	PARCEL MAP	- 949-M-45
(R10)	PARCEL MAP	- 957-M-16

NOTES:
DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

TIELINES ARE 90° OR PERPENDICULAR TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.

SCALE IN FEET: 1" = 20'

**TRACT 10618
CROSSWINDS PHASE 1**

CONSISTING OF 54 LOTS FOR RESIDENTIAL PURPOSES; 2 LOTS FOR CONDOMINIUM PURPOSES; AND 3 PARCELS FOR FUTURE SUBDIVISION

CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

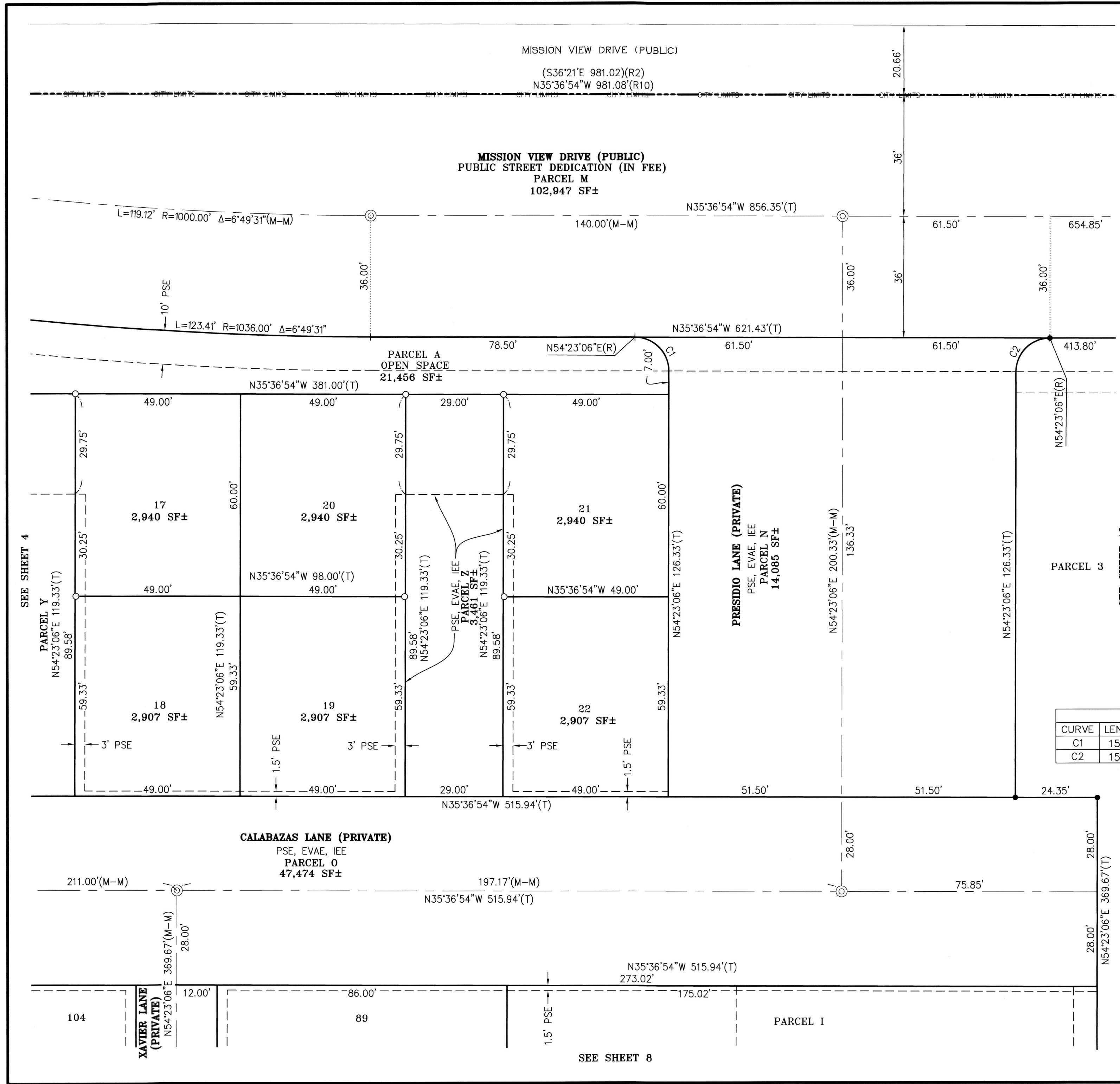
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Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
AUGUST 2024

JOB #182032 SHEET 3 OF 14 SHEETS

CURVE	LENGTH	RADIUS	DELTA
C1	27.61'	528.00'	002°59'48"
C2	35.87'	528.00'	003°53'31"

LINE	BEARING	DIST
L1	N35°36'54"W	13.33'
L2	N54°23'06"E	0.72'



LEGEND

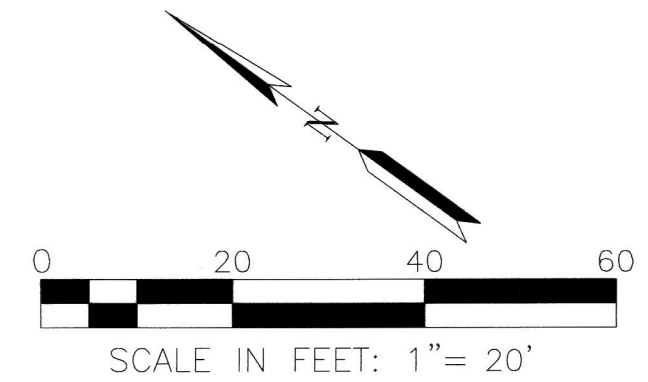
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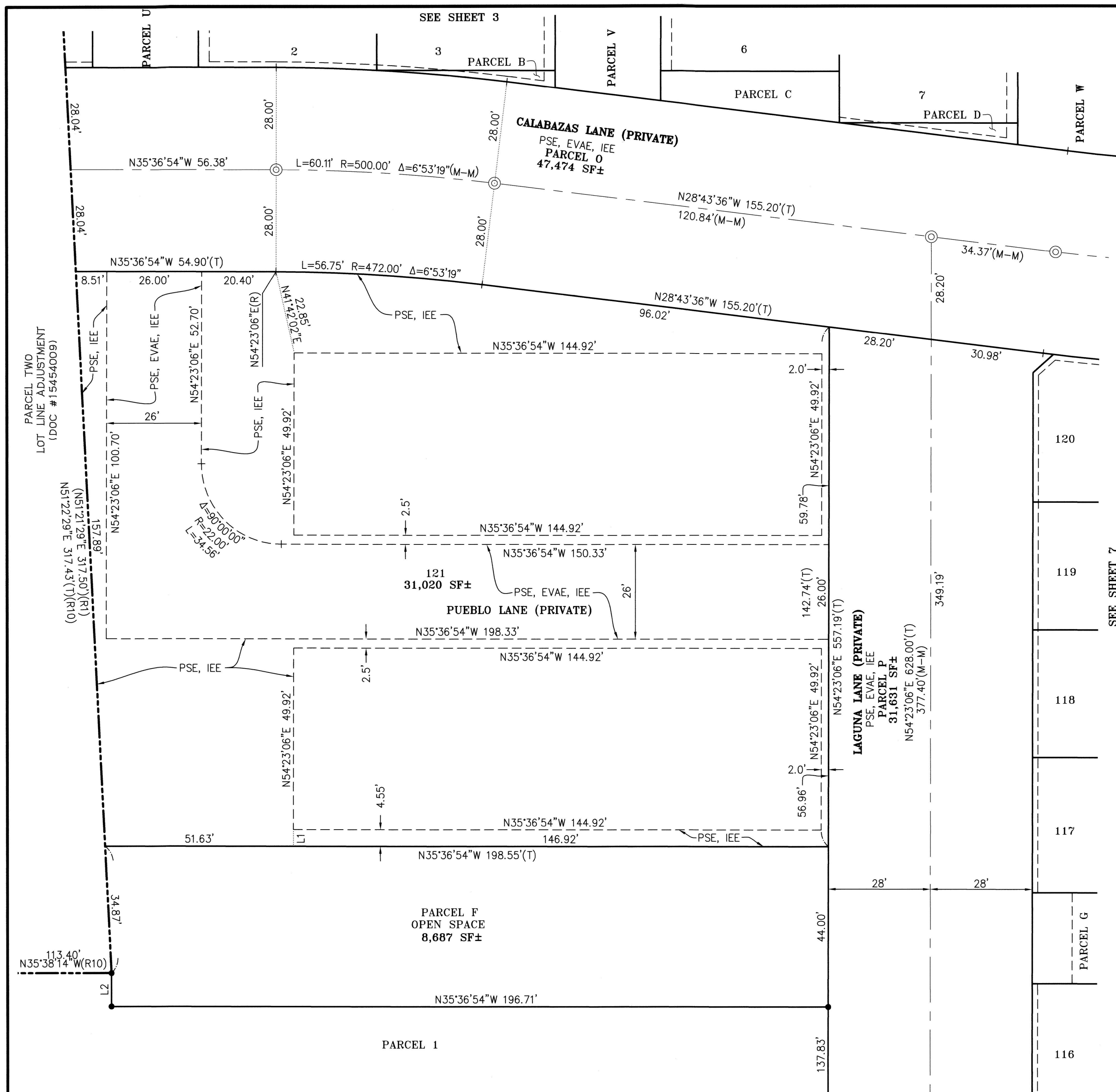
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CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	15.71'	10.00'	090°00'00"
C2	15.71'	10.00'	090°00'00"



**TRACT 10618
CROSSWINDS PHASE 1**
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AUGUST 2024



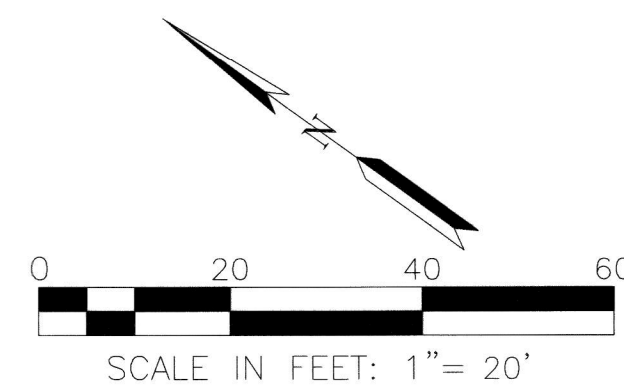
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()	RECORD DATA
(R)	RADIAL BEARING

LINE TABLE		
LINE	BEARING	DIST
L1	N54°23'06"E	4.55'
L2	N54°23'06"E	9.18'

BASIS OF BEARINGS:
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| (R7) | GRANT DEED | - DOC#25417914 |
| (R8) | CORNER RECORD | - #3270 |
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TRACT 10618 CROSSWINDS PHASE 1

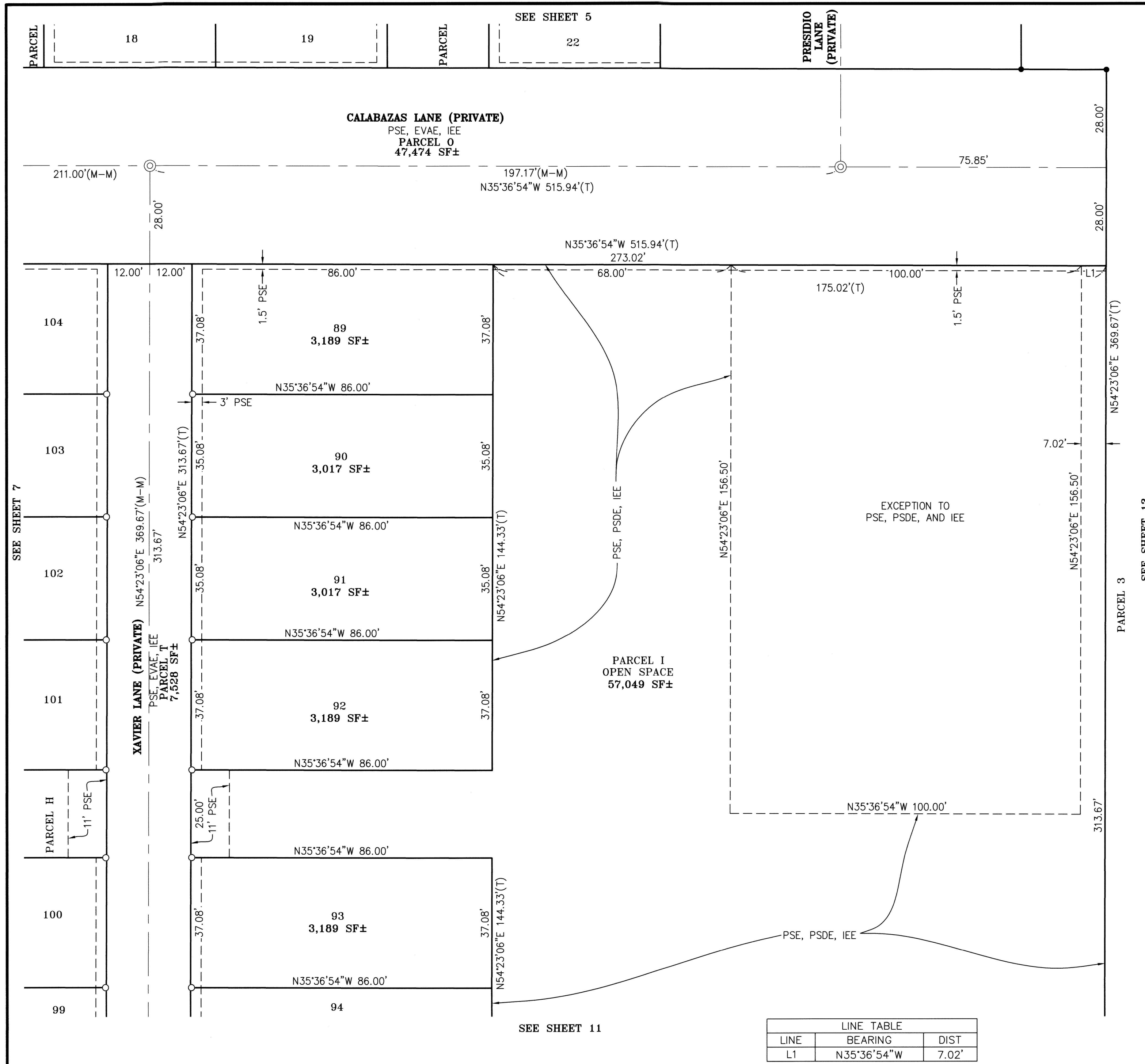
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SHEET 6 OF 14 SHEETS



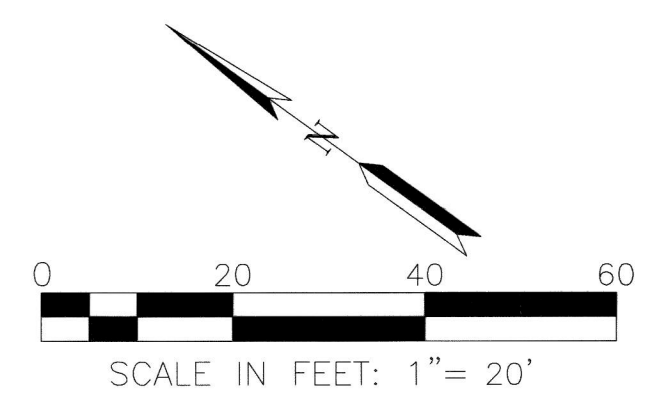
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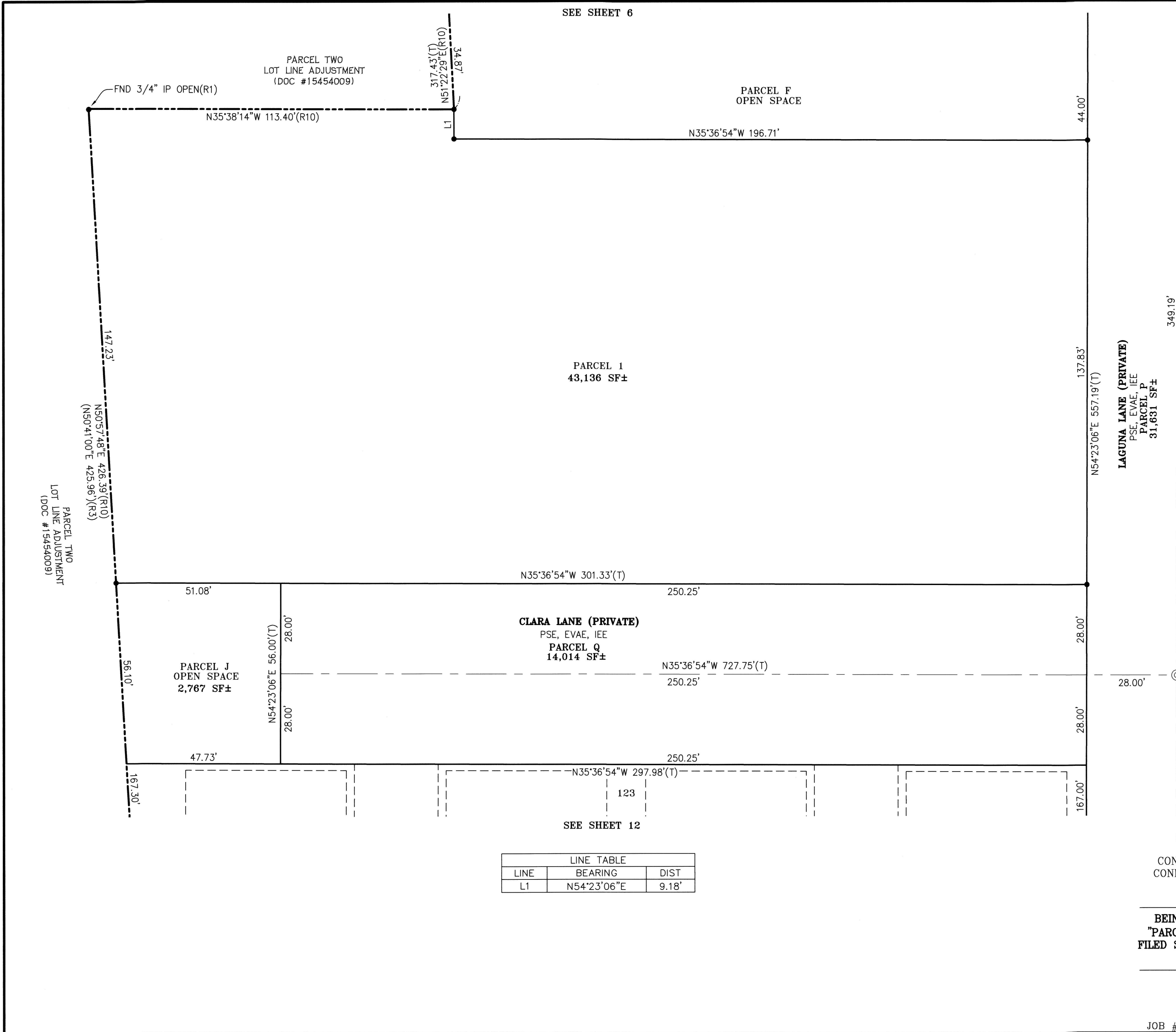
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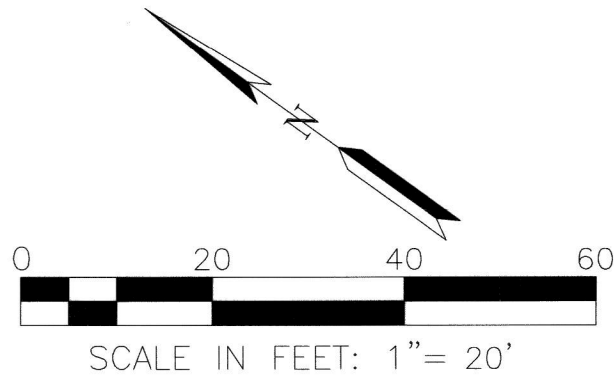
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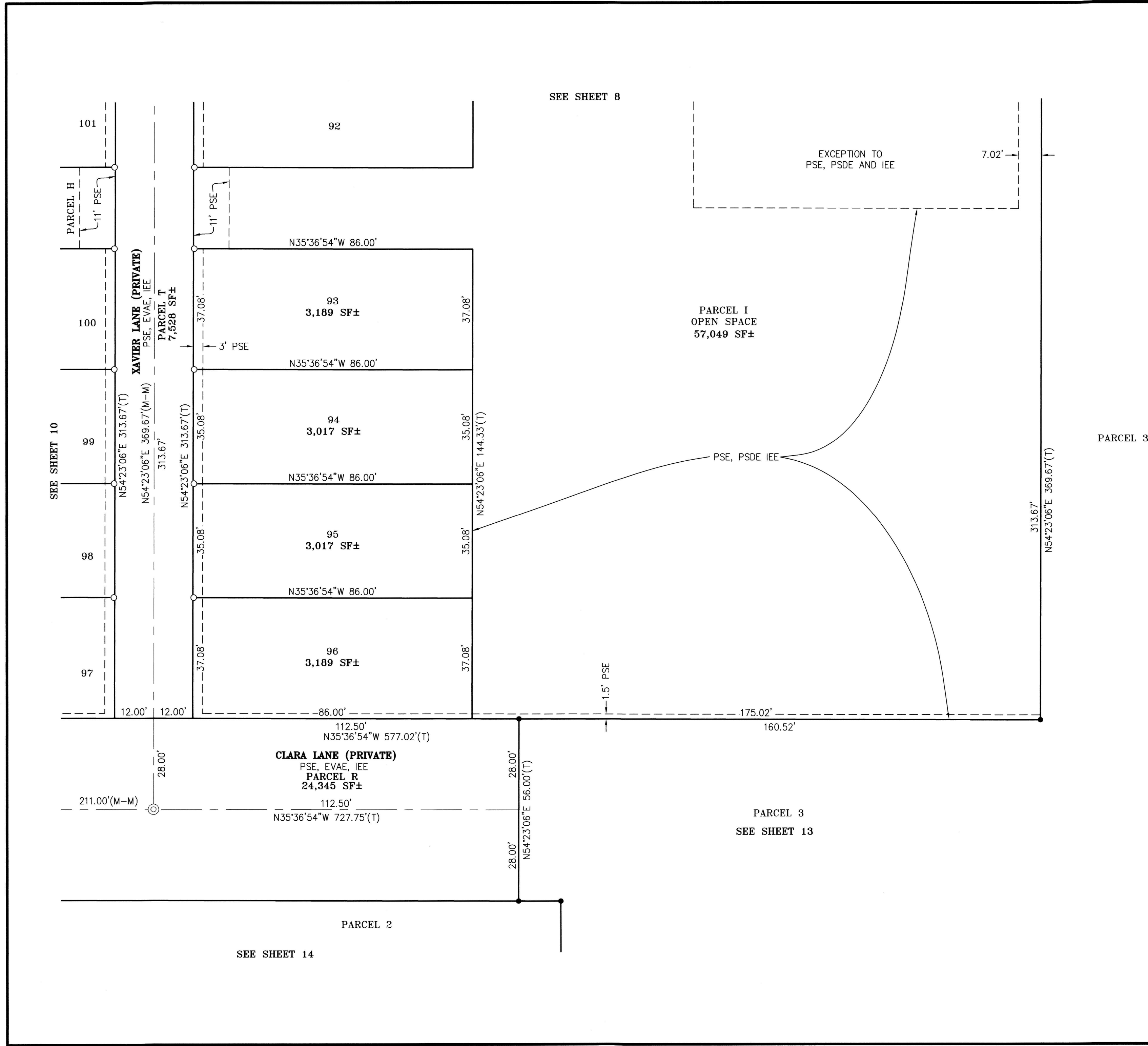


TRACT 10618 CROSSWINDS PHASE 1

CONSISTING OF 54 LOTS FOR RESIDENTIAL PURPOSES; 2 LOTS FOR CONDOMINIUM PURPOSES; AND 3 PARCELS FOR FUTURE SUBDIVISION
CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

BEING A SUBDIVISION OF "PARCEL A", "PARCEL B", "PARCEL C" AND "PARCEL D", AS SHOWN ON THE "PARCEL MAP, LOT LINE ADJUSTMENT" FILED SEPTEMBER 12, 2023 IN BOOK 957 OF MAPS, AT PAGES 16 AND 17, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
AUGUST 2024

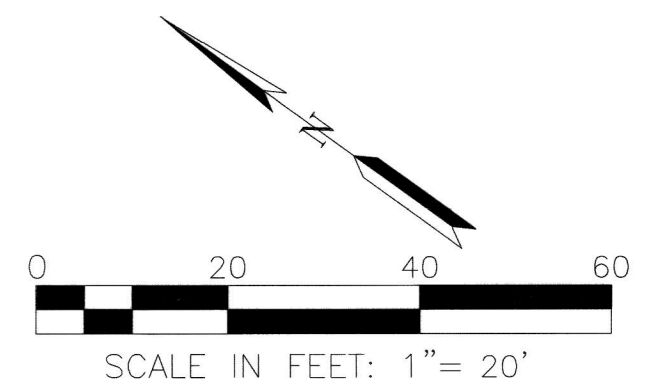


LEGEND	
-----	BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
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(R)	RADIAL BEARING

BASIS OF BEARINGS:
THE BEARING OF N51°16'22"E BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF COCHRANE ROAD, AS SHOWN ON THE MAP ENTITLED "TRACT 10332, LANTANA-WISTERIA", FILED JUNE 16, 2016 IN BOOK 893 OF MAPS, AT PAGES 19 THROUGH 31, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

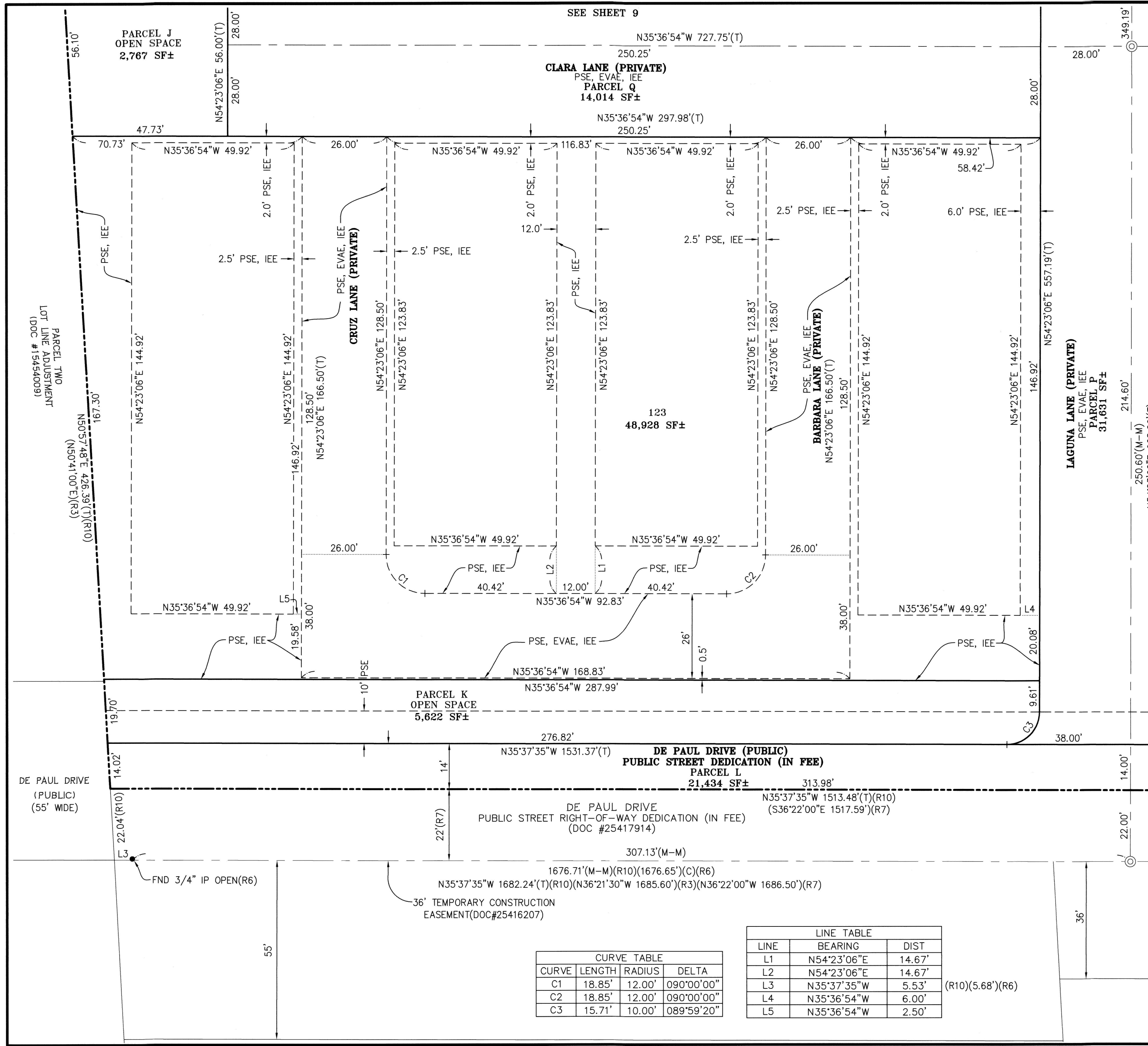
REFERENCES:	
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(R4) TRACT 9037	- 706-M-25
(R5) TRACT 10410	- 907-M-15
(R6) PARCEL MAP	- 669-M-34
(R7) GRANT DEED	- DOC#25417914
(R8) CORNER RECORD	- #3270
(R9) PARCEL MAP	- 949-M-45
(R10) PARCEL MAP	- 957-M-16

NOTES:
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**TRACT 10618
CROSSWINDS PHASE 1**
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Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
AUGUST 2024
JOB #182032 SHEET 11 OF 14 SHEETS



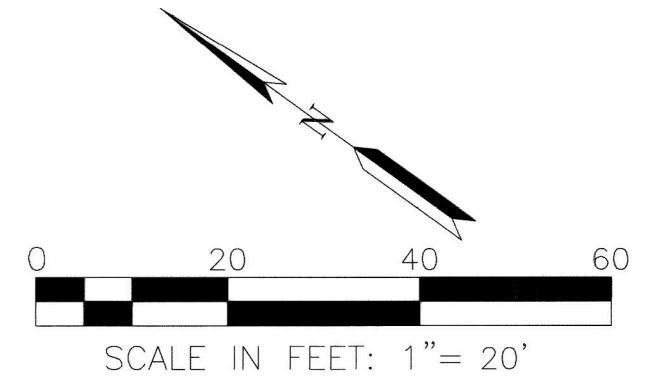
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| (R8) | CORNER RECORD | - #3270 |
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| (R10) | PARCEL MAP | - 957-M-16 |

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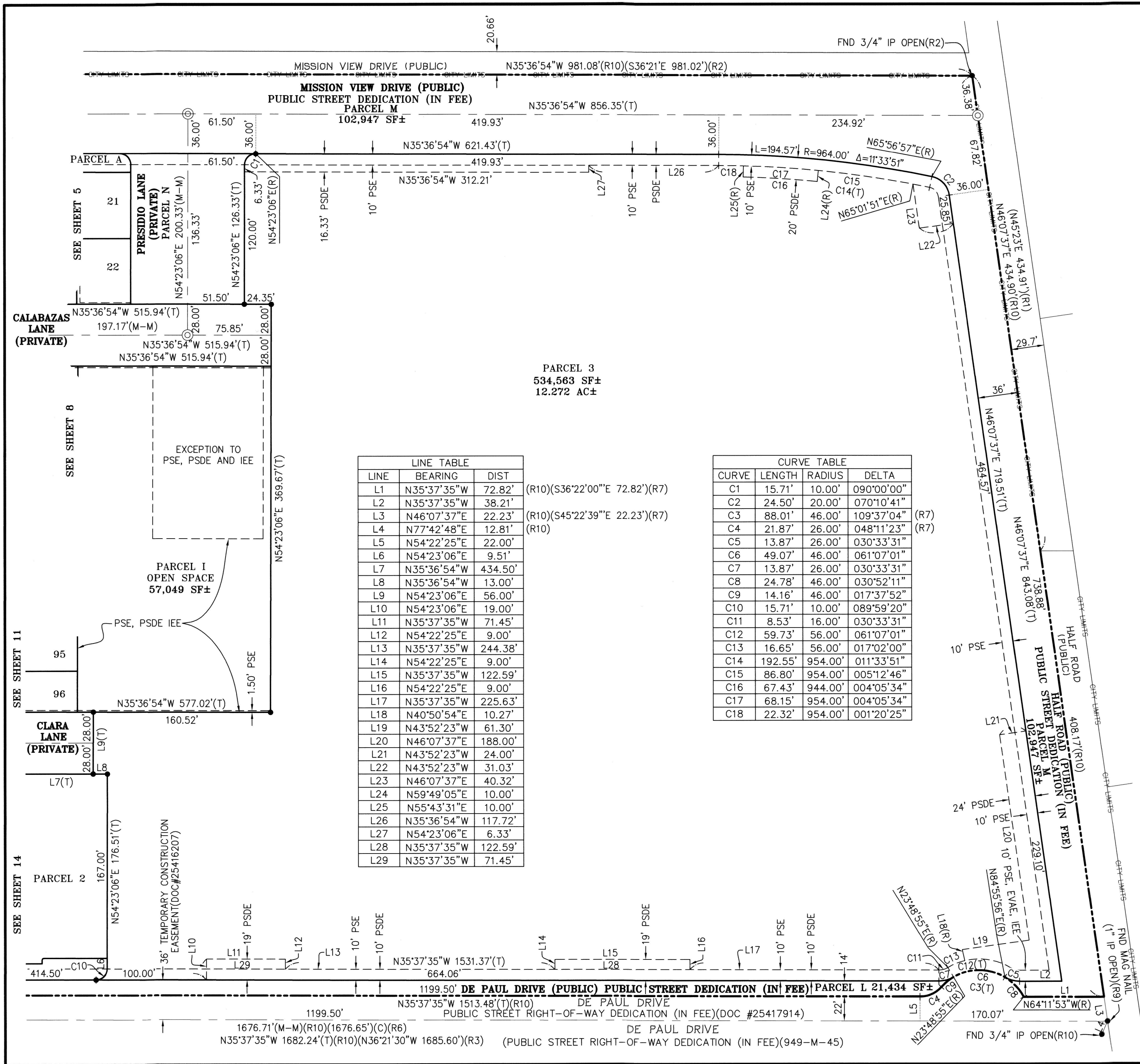


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Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
AUGUST 2024

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	18.85'	12.00'	090°00'00"
C2	18.85'	12.00'	090°00'00"
C3	15.71'	10.00'	089°59'20"

LINE TABLE		
LINE	BEARING	DIST
L1	N54°23'06"E	14.67'
L2	N54°23'06"E	14.67'
L3	N35°37'35"W	5.53'
L4	N35°36'54"W	6.00'
L5	N35°36'54"W	2.50'

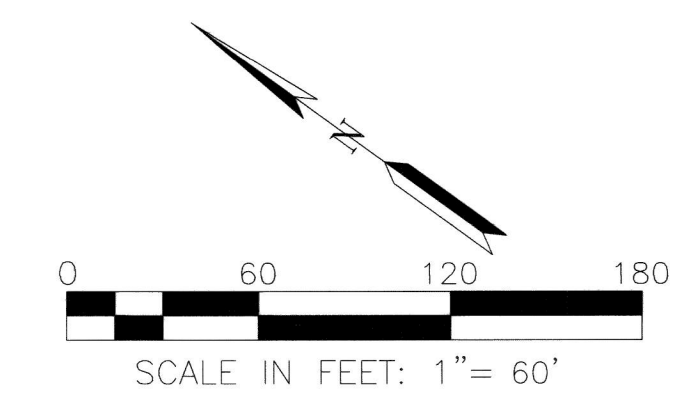


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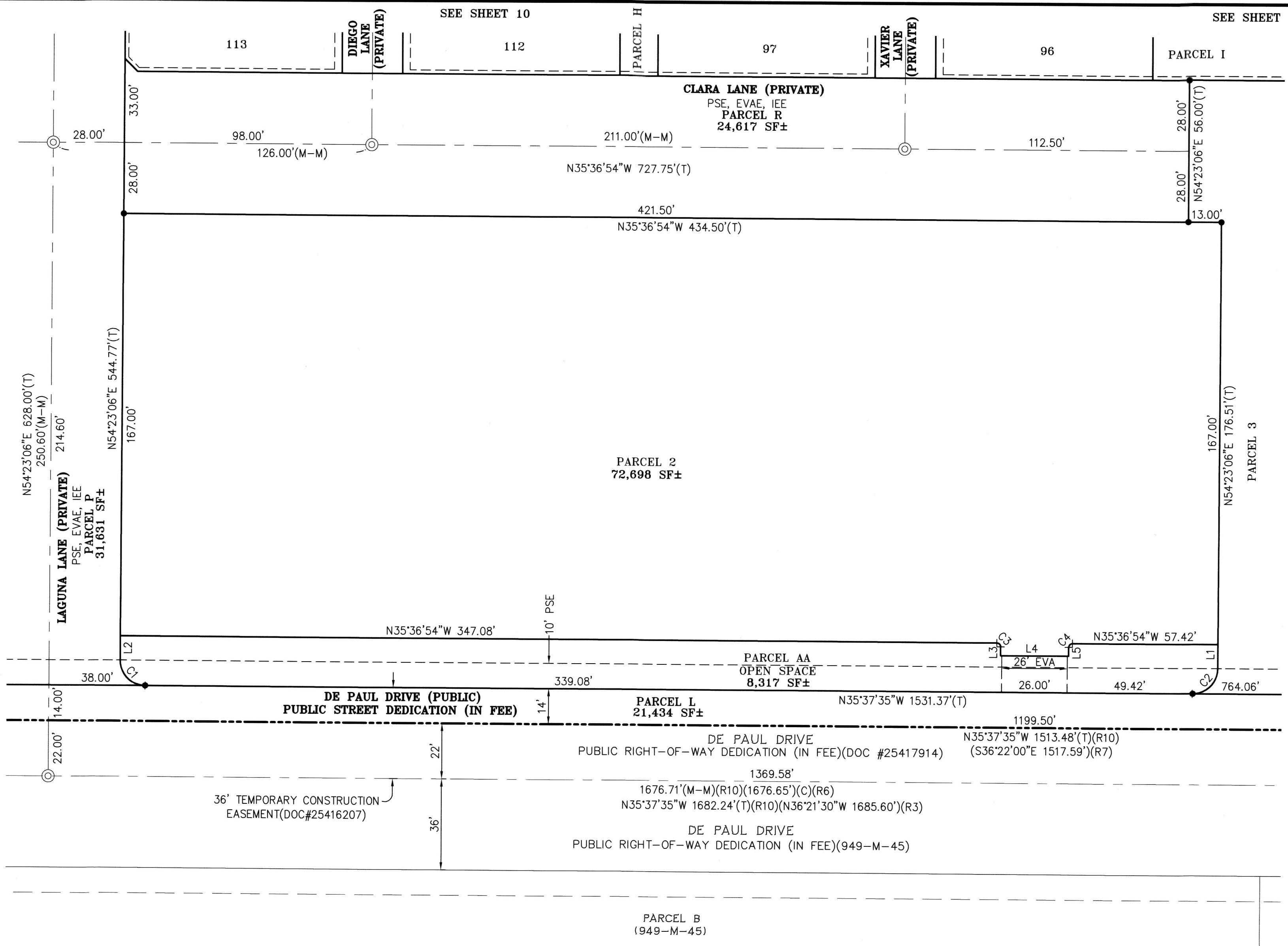
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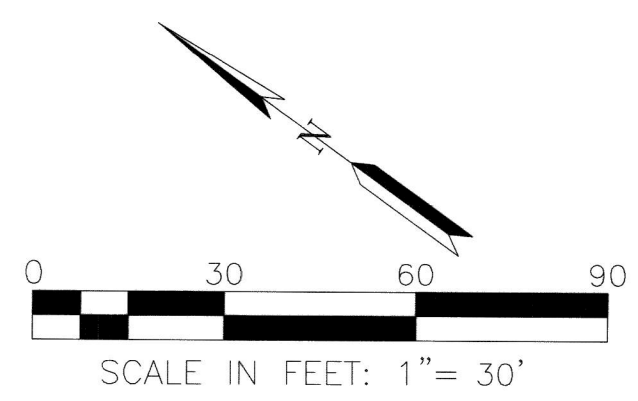


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Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
AUGUST 2024

LINE TABLE		
LINE	BEARING	DIST
L1	N54°23'06"E	9.51'
L2	N54°23'06"E	9.59'
L3	N54°23'06"E	3.50'
L4	N35°36'54"W	27.00'
L5	N54°23'06"E	3.50'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	15.71'	10.00'	090°00'40"
C2	15.71'	10.00'	089°59'20"
C3	2.36'	1.50'	090°00'00"
C4	2.36'	1.50'	090°00'00"

RECORDING REQUESTED BY
WHEN RECORDED RETURN TO

CITY OF MORGAN HILL
City Clerk's Office
17575 PEAK AVENUE
MORGAN HILL, CA 95037

(RECORD AT NO FEE PURSUANT TO
GOVERNMENT CODE SECTION 27383)

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

SUBDIVISION IMPROVEMENTS AGREEMENT

THE CROSSWINDS AT MORGAN HILL LLC

CROSSWINDS PHASE 1 – TRACT NO. 10618

This Subdivision Improvements Agreement ("Agreement") by and among the City of Morgan Hill, a municipal corporation ("City"), **THE CROSSWINDS AT MORGAN HILL LLC**, a Delaware limited liability company, as owner of the property ("Subdivider"), and **KB HOME SOUTH BAY INC.**, a California corporation ("Developer"), is entered into this ____ day of _____, 20____. City, Subdivider, and Developer hereby acknowledge the following:

1. Subdivider has filed a Tentative Subdivision Map and supporting documents for Tract No. 10618, the subdivision known as **Crosswinds Phase 1 – Tract No. 10618** ("Map").
2. City desires, as part of the conditions of approval ("Conditions") of the Final Tract Map ("Final Map"), that certain improvements be installed by Subdivider or Developer ("Improvements") as shown on the City Engineer approved and signed Subdivision Improvement Plans entitled "Offsite Improvement Plans for Crosswinds Tract 10618" ("Plans").
3. Subdivider and Developer have been unable to complete, prior to filing of the Final Map, all of the improvements required by City to the satisfaction of the City Engineer.
4. Subdivider and Developer are required by the terms of the Morgan Hill Municipal Code ("Municipal Code"), to improve all streets, highways, or public areas which are part of the development, including but not limited to necessary paving, curbs, sidewalks, catch basins, water mains, culverts, storm drains, and sanitary sewers, in accordance with the plans and specifications on file with the City Engineer and to post certain securities to secure the completion of the Improvements.
5. To assure City that Subdivider and/or Developer will construct, install and complete all Improvements required for the Subdivision, the parties have entered into this Agreement. The City acknowledges and understands that the Developer or another entity will be acquiring title to the subdivision after recordation of the Map. Until such time, Subdivider and Developer are jointly and severally liable to construct the Improvements required by this Agreement.

6. This Agreement is executed pursuant to California Government Code Section 66410 et seq., and Chapter 17.32 of the Municipal Code in order to provide for the manner in which Improvements shall be constructed and completed.

NOW, THEREFORE, and in consideration of the approval of the Final Map, and in order to ensure satisfactory performance by Subdivider or Developer of the obligations under the Conditions, the Subdivision Map Act, and applicable ordinances of City, the parties hereto, for themselves, their successors, and assigns, hereby agree as follows:

Section 1. Incorporation by Reference

The Subdivider's Map application, the Conditions, the Mitigation Measures, the Map, all Plans as referenced in Section 2 below and all items submitted to the Planning Department, Planning Commission and City Council, all are incorporated herein by reference. In the event of any inconsistency between their representations in any incorporated documents and this Agreement, this Agreement shall govern.

Section 2. Construction of Improvements

(a) Subdivider or Developer shall construct, as provided for in the Conditions, the Improvements as shown fully executed in the Plans entitled "Offsite Improvement Plans for Crosswinds Tract 10618" subject to the approval of City.

(b) Subdivider or Developer shall acquire and dedicate, or pay the cost of acquisition by City, of all rights-of-way, easements, and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances.

(c) Survey Monumentation:

(1) Subdivider or Developer shall place survey monumentation as described on the Map.

(2) Subdivider or Developer shall replace or repair all survey monumentation that is destroyed or damaged as a result of Subdivider's or Developer's activities. Any such repair or replacement shall be to the satisfaction and subject to the approval of City.

(d) Injury to Improvements, Public Property or Public Utilities Facilities.

(1) Subdivider or Developer shall replace or have replaced, or repair or have repaired, as the case may be, all Improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement.

(2) Subdivider or Developer shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the State of California, or any agency or political subdivision thereof, or by City, or any public or private utility corporation, or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Section 3. Modification of Plans

Subdivider or Developer agrees that, if during the construction of the Improvements, it is determined by City that revisions to the Plans are necessary in the interest of the public, Subdivider or Developer will undertake such design and construction changes required by City.

Section 4. Security

(a) Pursuant to California Government Code Section 66499.3(a), and the Municipal Code, Subdivider or Developer shall, concurrently with the execution hereof, furnish a surety bond in an amount equal to one hundred percent (100%) of the estimated construction cost of the Improvements as security guaranteeing the faithful performance of the Improvements and this Agreement ("Performance Bond").

Improvements and the City Engineer's Estimated Costs of Improvements as of **May 17, 2024** are attached hereto as Exhibit "A".

The Performance Bond shall be in a form substantially the same as Exhibit "B".

(b) Pursuant to California Government Code Section 66499.3(b), Subdivider or Developer shall, concurrently with the execution hereof, furnish a surety bond in an amount equal to one hundred percent (100%) of the estimated construction cost of the Improvements (as listed in Section 4(a) above) as security guaranteeing the payment to the contractors, subcontractors and persons furnishing labor, materials, or equipment in connection with this Agreement ("Labor and Materials Bond"). The Labor and Materials Bond shall be in a form substantially the same as Exhibit "C".

(c) Subdivider or Developer shall, upon completion of the Improvements, furnish a surety bond in an amount equal to fifty percent (50%) of the construction cost of the Improvements to secure the guarantee and warranty of the work for a period of one year following the completion and acceptance thereof by the City Council ("Warranty Period") against any defective work or labor performed, or defective materials furnished by Subdivider or Developer in connection with this Agreement ("Warranty Bond"). The Warranty Bond shall be in a form substantially the same as Exhibit "D".

(d) Pursuant to Government Code Section 66499.9, any liability upon the security given for faithful performance of any act or agreement shall be limited to:

- (1) The performance of the work covered by the Agreement or the performance of the required act.
- (2) The performance of any changes or alterations in such work; provided that all changes or alterations do not exceed ten percent of the original estimated cost of the Improvements.
- (3) The guarantee and warranty of the work for a period of one year following completion and acceptance thereof, against any defective work or labor done or defective materials furnished in the performance of the Agreement or the performance of the act.
- (4) Costs and reasonable expenses and fees, including reasonable attorneys' fees.

(e) The surety on each bond and the form thereof shall be satisfactory to City. The surety shall be furnished by a surety company authorized to write the same in the State of California and that is approved and accepted by the City's risk manager.

(f) Subdivider or Developer agrees to furnish any bonds required by the State or County for Improvements outside the City's jurisdiction.

(g) The release of any securities shall be governed by the provisions of Government Code Section 66499.7.

Section 5. Inspections

At least fifteen (15) calendar days prior to the commencement of any work hereunder, Subdivider or Developer shall notify City in writing of the fixed start date of construction so that City shall be able to provide inspection services. Subdivider or Developer shall at all times maintain proper facilities and provide safe access to all parts of the work site(s) for City inspections, including any workshops or plants where work related to the Improvements is being conducted.

Subdivider or Developer shall pay and reimburse City for all expenses incurred by City for inspecting and checking all work to be performed under the provisions of the Municipal Code or this Agreement. City Engineering plan checking and field improvement inspection costs are included in the Department of Public Works Fee Schedule which may be revised from time to time.

Upon completion of the work, the Subdivider's or Developer's Engineer shall file original sealed "as-built" plans with City Engineer and shall submit a sealed letter to City Engineer certifying that Subdivider's or Developer's Engineer has inspected the Improvements throughout construction and that said Improvements are completed in conformance with the Improvement Plans and in accordance with this Agreement.

Section 6. Timing of Performance

Subdivider or Developer agrees to perform and complete all Improvements within twenty-four (24) months from the date of the recording of the Final Map; provided however, the City Manager may extend the deadline for completion by not more than twelve (12) months at his or her reasonable discretion and determination that granting the extension will not be detrimental to the public welfare. No extension of this deadline for completion shall be made except upon the basis of a written application made by Subdivider or Developer stating fully the ground for the application and the facts relied upon for an extension.

It is further agreed by and among Subdivider, Developer and City that any extension granted shall in no way affect the validity of this Agreement or release the surety(ies) on any bond attached hereto or the financial institution guaranteeing the same. Subdivider or Developer further agrees to maintain the securities described in Section 4 above in full force and effect during the terms of this Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by City.

Section 7. Work Performance and Warranty

(a) Subdivider or Developer shall construct, at Subdivider's or Developer's own expense, all of the Improvements in a good and workmanlike manner, and furnish all required materials incident thereto, in accordance with the Plans and to the satisfaction of City, including any changes required by City which in City's opinion are necessary to complete the Improvements.

(b) All work shall be conducted and completed in accordance with the Plans and federal, state, Municipal Code, laws, ordinances, and regulations. For any Improvements partially completed prior to this Agreement, Subdivider or Developer agrees to complete the Improvements in accordance with this Agreement.

(c) Neither Subdivider, nor Developer, nor any of Subdivider's or Developer's agents or contractors in connection with Subdivider's or Developer's obligations under this Agreement are, or shall be considered to be, employees or agents of City.

(d) The work performance for the Improvements shall not be deemed complete until such time as such Improvements have been accepted for maintenance by the City Council.

(e) Subdivider and Developer warrant that: (1) it has investigated the work to be performed under this agreement, (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Subdivider or Developer discover any conditions materially differing from those inherent in the Improvements or work or as represented by City, it shall immediately inform City and shall not proceed, except at Subdivider's or Developer's risk, until written instructions are received from City.

(f) Subdivider and Developer guarantee and warrant the work required by this Agreement and agrees to remedy any defects in the Improvements or work arising from faulty or defective materials or construction occurring within one year after its acceptance. Following notice, Subdivider or Developer shall, without delay or cost to City, repair, replace, or construct any defective or unsatisfactory portion of the Improvements. City may, at its sole option, perform the repair or replacement itself if Subdivider, or Developer, or their surety has failed to commence repair within twenty (20) days after City has mailed written notice to Subdivider and Developer. In such event, Subdivider, Developer or their surety agrees to pay the cost of repair and replacement to City, plus fifteen percent (15%); and City may recover such costs as a lien against the Subdivision. City may proceed immediately to make repairs should an emergency arise.

Section 8. Acquisition and Dedication of Easements or Rights-of-Way

(a) No construction or installation of the Improvements shall be commenced before:

(1) The offer of dedication to City of appropriate rights-of-way, easements, or other interests in real property for the Improvements, which offer of dedication shall be irrevocable and remain open pursuant to California Government Code Section 66477.2, and authorization from the property owner to allow construction or installation of Improvements, or

(2) The dedication to, and acceptance by, City of appropriate rights-of-way, easements, or other interests in real property, as determined by the City Engineer, or

(3) The issuance by a court of competent jurisdiction pursuant to state Eminent Domain Law of an order of possession.

(b) Except as otherwise provided by this Agreement, City rejects all lands, rights-of-way, and easements offered for dedication on the Final Map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by City in its sole discretion at any later date without further notice to Subdivider as provided by law. By way of explanation only, it is the current intention of City to accept all or part of the irrevocable offers to dedicate upon acceptance of the Improvements called for in this Agreement.

(c) Nothing in this Section 8 shall be construed as authorizing or granting an extension of time to Subdivider.

Section 9. Fee Credit and Reimbursement

a) **Out-of-Tract, Non-Frontage Improvements:** Subdivider and Developer acknowledge and agree that the City will give the Subdivider and/or Developer a credit for the costs associated with the out-of-tract public improvements completed by the Subdivider along portions of Mission View Drive and at other non-frontage locations, as approved by the City Engineer, which exceed the need directly attributable to and reasonably related to the project ("Fee Credit").

(1) The Subdivider and/or Developer shall be credited the actual consultant fees, review fees, permit fees, and construction costs of constructing the creditable improvements as approved by the City Engineer in the amount not to exceed the total Traffic Impact Fees due from each individual unit in the Subdivision and in future phases of the Crosswinds Project estimated to be \$1,798,328.

(2) The City shall provide the Fee Credit to the Subdivider/Property Owner subject to the following terms and conditions:

i. The City shall credit the Subdivider and/or Developer in the form of credits against the Traffic Impact Fees due from each residential unit in Phase 1 and future phases of the Crosswinds Project. After completion of the improvements, the credits will be applied to the building permit for each residential unit until the full credit amount has been used. Any Traffic Impact Fees collected thereafter shall be retained by the City.

ii. Traffic Impact Fees credited shall not in any circumstance exceed the cost of the total Traffic Impact Fees due from Phase 1 and future phases of the Crosswinds Project.

iii. The Subdivider and/or Developer shall keep records with complete and correct entries of all construction costs related to the improvements. These records shall be made available to the City for review prior to any credits.

b) **Improvements Completed by TC MORGAN HILL VENTURE, LLC (Redwood Tech/Cochrane Tech Developer):** Pursuant to the Subsequent Development Reimbursement Agreement executed by the City and TC MORGAN HILL VENTURE, LLC on October 26, 2022, Subdivider and Developer acknowledge and agree that it will reimburse the City for actual expenditures made by TC MORGAN HILL VENTURE, LLC, the developer of the industrial development named Redwood Tech (or Cochrane Tech), on the following public improvements it has completed:

(1) De Paul Drive Improvements: Subdivider and/or Developer is required to reimburse half of the cost of the new wet utilities (water and storm) along property frontage of the Crosswinds Project pursuant to the Subsequent Development Reimbursement Agreement.

(2) Sanitary Sewer Main Extension: Subdivider and/or Developer is required to reimburse 55% cost-share cost of total estimated sewer extension cost less the cost to upsize entire length of sanitary sewer main extension from 8" (developers' responsibility) to 10" pursuant to the Subsequent Development Reimbursement Agreement.

Upon receipt and review by the City of the actual expenditure amount from TC MORGAN HILL VENTURE, LLC, the City will provide to the Subdivider and Developer the approved expenditure amount. The Subdivider or Developer shall submit payment to the City in the amount of the approved expenditure amount no later than thirty (30) days after receipt of the approved expenditure amount. The City shall reimburse TC MORGAN HILL VENTURE, LLC within 30 days of receipt by the City of Subdivider's or Developer's payment.

Section 10. Indemnity

Subdivider and Developer hereby agree to save harmless and indemnify, including, without limitation, City's defense costs (including reasonable attorney's fees), from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of any injuries or damages sustained by any person or property resulting or arising, or alleged to have resulted or arisen, from Subdivider, Developer or Subdivider's or Developer's contractors, subcontractors, agents, or employees activities, omissions or operations pursuant to this Agreement. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, Subdivider and Developer will defend City, (at City's request and with counsel satisfactory to City) and will indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise.

Subdivider and Developer shall defend, indemnify, and hold harmless the City and its elective and appointive boards, officials, officers, agents, employees and volunteers from any claim, action, or proceeding to review, set aside, void, or annul an approval of the City concerning the Map and acts made in respect thereof, provided any such action is brought within the time period provided for in California Government Code Section 66499.37.

City shall promptly notify Subdivider and Developer of any claim, action, or proceeding, and cooperate fully in the defense of any claim, action, or proceeding.

It is expressly understood and agreed that this Section 10 will survive termination of this Agreement.

Section 11. Insurance

Concurrent with the execution of this Agreement, Subdivider or Developer is required to procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of Subdivider or Developer and their Subcontractors relating to or arising from the performance of work associated with the Improvements, and must remain in full force and effect at all times during the period covered by the Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by the City. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or “umbrella” policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by City. If the Subdivider or Developer will utilize the services of a General Contractor to perform all of the work associated with the Improvements, then Subdivider or Developer may opt to have all coverages provided by Subdivider’s and/or Developer’s General Contractor, provided that a written contract is executed between Subdivider and/or Developer the General Contractor whereby the written contract specifically required General Contractor to fulfill all of the City insurance requirements as outlined in this Agreement, including all endorsements in favor of the City. Verification of the written contract must be provided to City upon request. If Subdivider or Developer fails to provide any of the required coverage in full compliance with the requirements outlined in this Agreement, City shall issue a stop work order, or terminate the Agreement for default. Subdivider and Developer further understand that the City reserves the right to modify the insurance requirements set forth herein, with thirty (30) days’ notice provided to Subdivider and Developer, at any time as deemed necessary to protect the interests of the City.

(a) Policies and Limits. The following insurance policies and limits are required for this Agreement:

(1) Commercial General Liability Insurance (“CGL”): Subdivider or Developer shall maintain CGL and shall include coverage for liability arising from Subdivider’s, Developer’s or their Subcontractor’s acts or omissions in the performance of work associated with the Improvements against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) five million dollars (\$5,000,000.00) combined single limit each occurrence and either a general aggregate limit of ten million dollars (\$10,000,000.00) or a general aggregate limit of five million dollars (\$5,000,000) as applied on a “per project” or “per location” basis, or (ii) the maximum amount of such insurance available to Subdivider or Developer under their combined insurance policies (including any excess or “umbrella” policies), whichever is greater. Further, if CGL coverage is being provided by Subdivider’s or Developer’s General Contractor pursuant to Section 11, General Contractor may elect to insure the CGL exposures under an “Owners and Contractors Protective Liability Policy (OCP)” on which the City is included as an additional insured.

a. CGL policy may not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

b. CGL policy must include blanket contractual and completed operations.

c. CGL policy will apply as though separate policies have been issued to each insured ("separation of insureds").

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

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

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

(b) Required Endorsements. Subdivider or Developer shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below. Further, if coverages are being provided by Subdivider's or Developer's General Contractor pursuant to Section 11, endorsements may not be restricted to work performed "under a written contract" (i.e. "blanket endorsements")

(1) ALL Policies:

“Waiver of Subrogation” - Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against the City of Morgan Hill and the City’s elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

(2) ALL Policies except Workers Compensation:

a. “Additionally Insured” - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds on a form at least as broad as ISO Form CG 20 10 for ongoing operations and at least as broad as ISO Form CG 20 37 for completed operations.

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

(c) Subcontractors. Subdivider and Developer must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 11 as appropriate based on each subcontractor’s scope of work, with respect to its performance of work associated with the Improvements, including those requirements related to the additional insureds and waiver of subrogation.

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

(e) Certificates. Subdivider or Developer shall furnish City with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, Subdivider shall promptly furnish City of Morgan Hill with copies of all policies outlined herein. No policy subject to the Subdivider’s and Developer’s agreement with the City shall be reduced, canceled, allowed to expire, or materially changed except after thirty (30) days' notice by the insurer to City, unless due to non-payment of premiums, in which case ten (10) days written notice must be made to City. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

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

Section 12. Permits and Requisite Fees

(a) Subdivider and/or Developer shall pay all current fee obligations due under City Resolution No. 5592, as amended, in accordance with the Department of Public Work fee schedule, as follows:

(1) **\$ 1,654,356.30** payable at the time of recording of the Final Map, and

(2) The estimated amount of **\$4,010,000.00** payable on a pro-rata basis for each individual unit in the Subdivision prior to final inspection of each and every residence.

(3) All fees payable pursuant to this Subsection (a) constitutes valid and due consideration for City's approval of the Final Map, and amounts set forth are estimates that are subject to change prior to the issuance of building permit(s), subject to resolution or ordinance of the City Council.

(b) Subdivider and Developer shall, at its expense, obtain all necessary permits and licenses for the construction of the Improvements, give all necessary notices, and pay all fees and taxes required by law.

(c) Subdivider or Developer shall obtain a City of Morgan Hill Business License.

(d) Subdivider or Developer agrees to procure, at its expense, any necessary permits for Improvements outside the City's jurisdiction.

Section 13. On-Site Supervision

Subdivider or Developer shall designate an on-site supervisor, satisfactory to City, who shall be on the work site(s) at all times during the construction of the Improvements, and who has the authority to act on behalf of Subdivider or Developer when communicating with City personnel.

Section 14. Waiver

Waiver by City, Subdivider or Developer of any breach of any of the provisions of the Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of the same or any other provision of this Agreement. Acceptance by City of any work by Subdivider or Developer shall not be a waiver of any of the provisions of this Agreement.

Section 15. Notices.

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

a. Address of Developer is as follows:

With a copy to Subdivider:

KB HOME SOUTH BAY INC.
10990 Wilshire Boulevard, 7th Floor
Los Angeles, CA 90024

THE CROSSWINDS AT MORGAN HILL LLC
385 Woodview Avenue, Suite 100
Morgan Hill, CA 95037

b. Address of City is as follows:

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

With a copy to:

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

Section 16. Noncompliance

If City determines that Subdivider or Developer is in violation of any federal, state, County or City laws, ordinances, rules, regulations, and requirements, and/or the terms and provisions of this Agreement, it may issue a cease and desist order, stop work order, or other action City deems necessary.

Section 17. Notice of Breach and/or Default

City may serve written notice upon Subdivider, Developer, and surety of breach of this Agreement or of any portion thereof, and default of Subdivider or Developer for any of the following circumstances:

(a) Subdivider or Developer refuses or fails to complete the Improvements as required in Section 6 above.

(b) Subdivider or Developer refuses or fails to perform or cure any defects in the Improvements as required in Section 7.

(c) Subdivider or Developer is insolvent, is subject to a receivership, or files any petition in bankruptcy, either voluntary or involuntary which Subdivider or Developer fails to discharge within thirty (30) days.

(d) The commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance in lieu of or in avoidance of foreclosure.

(e) Subdivider, Developer or any of Subdivider's or Developer's contractors, subcontractors, agent, or employees materially violates any of the provisions of this Agreement and not cure the violation within a reasonable time.

Section 18. Performance by Surety or City

(a) In the event of a material breach and/or default by Subdivider or Developer, Subdivider's or Developer's surety shall have the duty to take over and complete the Improvements.

(b) If the surety, within a reasonable time after receiving notice of Subdivider's or Developer's default does not provide City written notice to take over the performance of this Agreement or if the surety does not commence performance thereof within the time specified in such notice to City, City may take over the construction of the Improvements and prosecute the same to completion, by contract or by any method City may deem advisable, on behalf and at the expense of Subdivider and/ or Developer, and Subdivider's or Developer's surety shall be liable to City for any excess cost or damages incurred by City thereby. In such event, City, without liability for so doing, may take possession of and utilize such

materials, appliances, and other property belonging to Subdivider or Developer as may be on the work site(s) and necessary therefore to complete the Improvements.

(c) City shall have the right to draw upon or utilize the appropriate security provided for in Section 4 to recover costs and damages to City damages. The right of City to draw upon or utilize the security is additional and not in lieu of any other remedy available to City at law or in equity. The parties agree that the estimated costs and security amounts may not reflect the actual cost of construction or installation of Improvements, and therefore, City damages for Subdivider's or Developer's default shall be measured by the cost of completing the required Improvements.

(d) Failure of Subdivider or Developer to comply with terms of this Agreement shall constitute consent to filing by City of a notice of violation against all lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedies provided in this Subsection (d) are in addition to and not in lieu of other remedies available to City.

(e) In the event that Subdivider or Developer fails to perform any obligation under this Agreement, Subdivider and Developer agree to pay all costs and expenses incurred by City in securing performance of such obligation, including the costs of suit and reasonable attorney's fees.

(f) The failure by City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach.

Section 19. Successors in Interest

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties. It shall be recorded in the Office of the Recorder of Santa Clara County concurrently with the Final Map of the Subdivision and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision. It shall be the responsibility of City to cause the executed Agreement to be recorded.

(a) Sale of Property from Subdivider to Developer. Subdivider intends to sell its interest in Tract 10618 to Developer.

(b) Representations and Warranties. As a material inducement to the City to enter into this Agreement, Subdivider and Developer hereby represent and warrant to City, and City hereby relies on Subdivider's and Developer's representations and warranties, that Developer is solvent and has the financial capability of fulfilling each and every obligation and duty it takes on by way of this Agreement.

(c) Release of Subdivider. The City agrees that upon sale of the Tract from Subdivider to Developer, and receipt of evidence that Developer has obtained security and insurance in a form satisfactory to the City, if not previously provided, the Subdivider shall be released from any further performance under this Agreement. Developer agrees and warrants that upon purchase of Tract 10618, it assumes and is bound by each obligation found in the Agreement in the same manner as Subdivider prior to the sale.

Section 20. Effective Date

This Agreement shall be effective as of the date and year first above written.

Section 21. Amendment of Agreement

This Agreement may only be amended by mutual consent of the original parties or their successors in interest, provided that any such amendment is executed in writing by the parties to be bound thereby.

Section 22. Execution

By signing this Agreement, the person signing states that he or she is authorized to enter into contracts on behalf of Subdivider and Developer. The undersigned, on behalf of Subdivider and Developer, respectively, binds Subdivider and Developer, and their respective partners, successors, executors, administrators, and assigns with respect to the terms and conditions of this Agreement.

Section 23. Non-Liability of Officials and Employees of the City.

No official or employee of City shall be personally liable for any default or liability under this Agreement.

Section 24. Law to Govern: Venue

The law of the State of California shall govern this Agreement. In the event of litigation between the parties, the action must be filed in the Santa Clara County Superior Court.

Section 25. Limitations Upon Subcontracting and Assignment.

Neither this Agreement or any portion shall be assigned by Subdivider or Developer without prior written consent of City. Subdivider and Developer shall provide City with written notice of any assignment or transfer of all or a portion of the Subdivision property no later than thirty calendar days prior to such action. The notice shall indicate the portion of the Subdivision to be assigned and describe, with supporting evidence, the proposed assignee's reputation, experience, financial resources and access to credit, and capability to successfully carry out the development of the Subdivision Improvements to completion.

Section 26. Miscellaneous

- (a) Compliance with Law: Subdivider and Developer shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
- (b) Non-Discrimination. Subdivider and Developer covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, disability, national origin, ancestry, or sexual orientation in any activity pursuant to this Agreement.
- (c) Conflict of Interest and Reporting. Subdivider and Developer shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- (d) Time of Essence. Time is of the essence in the performance of this Agreement.

(e) Interpretation. This Agreement shall be interpreted as though prepared by both parties.

(f) Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

(g) Negotiated Document. It is agreed and understood by the parties hereto, that this Agreement has been arrived at through negotiations and that neither party is deemed to be the party which prepared the Agreement within the meaning of Civil Code Section 1654.

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

[TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS: (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND** (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.]

CITY OF MORGAN HILL

By:

Christina J. Turner, City Manager

Date: _____

ATTEST:

By:

Michelle Bigelow, City Clerk

Date: _____

APPROVED AS TO FORM:

By:

Donald A. Larkin, City Attorney

Date: _____

"Subdivider"

**THE CROSSWINDS AT
MORGAN HILL LLC**

By:

MARY BETH LONG, V.P. OF MANAGING MEMBER

(If Corporation, must be Chairperson of the Board, President, or Vice President)

Date: AUGUST 19, 2024

By:

JACOB C. GRUNBAUM, ASST. SECRETARY OF MANAGING MEMBER

(If Corporation, must be Secretary, Assistant Secretary, CFO, or Assistant Treasurer)

Date: AUGUST 19, 2024

"Developer"

KB HOME SOUTH BAY INC.

By:

Jeffrey Paul McMullen
Print Name and Title Jeffrey Paul McMullen
(If Corporation, must be Chairperson of the SVP Land
Board, President, or Vice President) Acquisition

Date: 8-20-24

By:

Print Name and Title
(If Corporation, must be Secretary, Assistant
Secretary, CFO, or Assistant Treasurer)

Date: _____

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

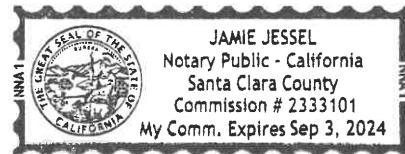
State of **California**
County of **Santa Clara**

On August 19, 2024, before me, Jamie Jessel, a Notary Public in and for said County and State, personally appeared Mary Beth Long proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jamie Jessel
SIGNATURE OF NOTARY PUBLIC



(ABOVE AREA FOR NOTARY SEAL)

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

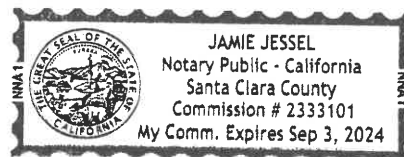
State of **California**
County of **Santa Clara**

On August 19, 2024, before me, Jamie Jessel, a Notary Public in and for said County and State, personally appeared Jacob C. Grunbaum proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jamie Jessel
SIGNATURE OF NOTARY PUBLIC



(ABOVE AREA FOR NOTARY SEAL)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Contra Costa

On August 20, 2024

Date

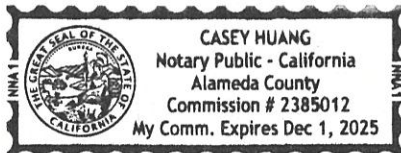
before me, Casey Huang, Notary Public

Here Insert Name and Title of the Officer

personally appeared Jeffrey Paul McMullen

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT "A"
IMPROVEMENTS AND
ESTIMATED COSTS OF IMPROVEMENTS
AS OF MAY 17, 2024

Opinion of Probable Cost
Offsite Improvement Plans for Crosswinds
Morgan Hill, CA
Dividend Homes

Revision Date	Revision Description
---------------	----------------------

In providing this Opinion of Probable Cost, the Client understands that the Design Professional has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the Design Professional is not a Professional Cost Estimator. The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. It is the Client's responsibility to review all unit prices and make changes as the Client sees fit to reflect the actual market prices the Client is experiencing and to reflect the Client's method of operation.

This document shall be considered incomplete unless accompanied by all sheets, including notes.

SUMMARY

A. MISSION VIEW DRIVE	\$2,015,940
B. HALF ROAD	\$1,073,080
C. DE PAUL DRIVE	\$1,088,298
Total Improvements:	\$4,177,318
10% Contingency	\$417,732
Total Cost	\$4,595,050

Opinion of Probable Cost
Offsite Improvement Plans for Crosswinds
Morgan Hill, CA
Dividend Homes

Revision Date	Revision Description

In providing this Opinion of Probable Cost, the Client understands that the Design Professional has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the Design Professional is not a Professional Cost Estimator. The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. It is the Client's responsibility to review all unit prices and make changes as the Client sees fit to reflect the actual market prices the Client is experiencing and to reflect the Client's method of operation.

This document shall be considered incomplete unless accompanied by all sheets, including notes.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A. MISSION VIEW DRIVE					
1.	Sawcut	1,900	LF	\$1.00	\$1,900
	Removal and Offhaul				
2.	Existing AC Pavement	25,200	SF	\$2.00	\$50,400
3.	Existing Sidewalk	1,390	SF	\$0.50	\$695
4.	Existing Curb & Gutter	275	LF	\$2.00	\$550
5.	Existing Bollards	4	EA	\$100.00	\$400
6.	Existing Water	55	LF	\$40.00	\$2,200
7.	Existing Fire Hydrant	3	EA	\$500.00	\$1,500
8.	Existing Sign	3	EA	\$100.00	\$300
9.	Existing Inlet	2	EA	\$500.00	\$1,000
10.	Existing Storm Drain	180	LF	\$20.00	\$3,600
11.	Existing Manhole	1	EA	\$500.00	\$500
12.	Existing Tree	5	EA	\$500.00	\$2,500
13.	Street Fine Grading (Sawcut to R/W)	79,420	SF	\$1.00	\$79,420
	AC Pavement				
14.	5" AC/16" AB	41,635	SF	\$7.00	\$291,445
15.	2-inch Overlay/Deep Lift	16,815	SF	\$5.00	\$84,075
	PCC Pavement				
16.	Standard Curb & Gutter (incl. Dwy depression)	2,645	LF	\$40.00	\$105,800
17.	Valley Gutter at Street Entrance	1,360	SF	\$20.00	\$27,200
18.	4" Sidewalk & base	8,690	SF	\$14.00	\$121,660
19.	Accessible Pedestrian Ramp	2	EA	\$1,500.00	\$3,000
20.	Curb Drain (to Bio-Planter)	44	EA	\$500.00	\$22,000
21.	12" Storm Drain (HDPE)	1,240	LF	\$80.00	\$99,200
22.	15" Storm Drain (RCP)	465	LF	\$150.00	\$69,750
23.	18" Storm Drain (RCP)	800	LF	\$200.00	\$160,000
24.	Curb Inlet	9	EA	\$5,500.00	\$49,500
25.	Manhole (less than 10' deep)	5	EA	\$10,000.00	\$50,000
26.	Basin Overflow Inlet	8	EA	\$3,000.00	\$24,000
27.	Basin Bubbler	8	EA	\$3,000.00	\$24,000
28.	Planter Overflow Inlet	19	EA	\$3,000.00	\$57,000
29.	Storm Drain Cleanout	19	EA	\$250.00	\$4,750
30.	Connect to existing storm drain main	2	EA	\$1,000.00	\$2,000
31.	Stormwater Treatment Basin in Planter Strip	2,285	SF	\$100.00	\$228,500
32.	Stormwater Treatment Basin	2,825	SF	\$75.00	\$211,875
33.	8" Water (PVC) incl. valves, thrust blocks, etc.	56	LF	\$70.00	\$3,920
34.	1.5" Irrigation Service, Meter & RPBA Backflow	1	EA	\$2,600.00	\$2,600
35.	Fire Hydrant	8	EA	\$7,500.00	\$60,000
36.	8" Water Meter & 8" DDCA Backflow	1	EA	\$18,000.00	\$18,000
37.	Connect to existing water main (Tee connection)	1	EA	\$5,000.00	\$5,000
38.	Barricade	2	EA	\$1,000.00	\$2,000
39.	Street Monument	5	EA	\$500.00	\$2,500
40.	Electroliner	9	EA	\$7,000.00	\$63,000
41.	Signing and Striping	1	LS	\$30,000.00	\$30,000

Opinion of Probable Cost
Offsite Improvement Plans for Crosswinds
Morgan Hill, CA
Dividend Homes

Revision Date	Revision Description

In providing this Opinion of Probable Cost, the Client understands that the Design Professional has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the Design Professional is not a Professional Cost Estimator. The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. It is the Client's responsibility to review all unit prices and make changes as the Client sees fit to reflect the actual market prices the Client is experiencing and to reflect the Client's method of operation.

This document shall be considered incomplete unless accompanied by all sheets, including notes.

42. Erosion Control	2.6	AC	\$7,000.00	\$18,200
43. Traffic Control	1	LS	\$30,000.00	\$30,000
Sub-Total Mission View Drive:				\$2,015,940

**Opinion of Probable Cost
Offsite Improvement Plans for Crosswinds
Morgan Hill, CA
Dividend Homes**

Revision Date	Revision Description

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ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
B. HALF ROAD					
1.	Sawcut	1,390	LF	\$1.00	\$1,390
	Removal and Offhaul				
2.	Existing AC Pavement	6,500	SF	\$2.00	\$13,000
3.	Existing Gravel Road/Driveway	4,870	SF	\$0.50	\$2,435
4.	Existing Bollards	2	EA	\$100.00	\$200
5.	Existing Water	990	LF	\$40.00	\$39,600
6.	Existing Water Anode & Air Release Valve	1	EA	\$500.00	\$500
7.	Existing Backflow	1	EA	\$100.00	\$100
8.	Existing Sign	1	EA	\$100.00	\$100
9.	Air Release Valve	1	EA	\$1,600.00	\$1,600
10.	Street Fine Grading (Sawcut to R/W)	28,655	SF	\$1.00	\$28,655
	AC Pavement				
11.	5" AC/16" AB	26,380	SF	\$7.00	\$184,660
12.	2-inch Overlay/Deep Lift	15,200	SF	\$5.00	\$76,000
	PCC Pavement				
13.	Standard Curb & Gutter (incl. Dwy depression)	870	LF	\$40.00	\$34,800
14.	4" Sidewalk & base	4,105	SF	\$14.00	\$57,470
15.	6" EVA & base	115	SF	\$20.00	\$2,300
16.	Accessible Pedestrian Ramp	1	EA	\$1,500.00	\$1,500
17.	12" Storm Drain (HDPE)	130	LF	\$80.00	\$10,400
18.	15" Storm Drain (RCP)	60	LF	\$150.00	\$9,000
19.	24" Storm Drain (RCP)	27	LF	\$260.00	\$7,020
20.	36" Storm Drain (RCP)	810	LF	\$375.00	\$303,750
21.	Manhole (less than 10' deep)	4	EA	\$10,000.00	\$40,000
22.	Basin Overflow Inlet	3	EA	\$3,000.00	\$9,000
23.	Basin Bubbler	3	EA	\$3,000.00	\$9,000
24.	Connect to existing storm drain stub	1	EA	\$1,000.00	\$1,000
25.	Stormwater Treatment Basin	1,680	SF	\$75.00	\$126,000
26.	12" Water (Steel) incl. valves, thrust blocks, etc. (to ARV)	20	LF	\$90.00	\$1,800
27.	Fire Hydrant	3	EA	\$7,500.00	\$22,500
28.	Air Release Valve relocation & new Anodes	1	LS	\$10,000.00	\$10,000
29.	Connect to existing water main	1	EA	\$5,000.00	\$5,000
30.	Street Monument	1	EA	\$500.00	\$500
31.	Electroliner	3	EA	\$7,000.00	\$21,000
32.	Signing and Striping	1	LS	\$25,000.00	\$25,000
33.	Erosion Control	1.3	AC	\$6,000.00	\$7,800
34.	Traffic Control	1	LS	\$20,000.00	\$20,000
Sub-Total Half Road:					\$1,073,080

**Opinion of Probable Cost
Offsite Improvement Plans for Crosswinds
Morgan Hill, CA
Dividend Homes**

Revision Date	Revision Description

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ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
C. DE PAUL DRIVE					
1.	Sawcut	2,225	LF	\$1.00	\$2,225
	Removal and Offhaul				
2.	Existing AC Pavement	5,830	SF	\$2.00	\$11,660
3.	Existing Gravel Road/Driveway	1,155	SF	\$0.50	\$578
4.	Existing Sign	1	EA	\$100.00	\$100
5.	Existing Water Service	4	EA	\$4,500.00	\$18,000
6.	Existing Field Inlet	5	EA	\$1,000.00	\$5,000
7.	Existing Storm Drain	1	EA	\$5,000.00	\$5,000
8.	Street Fine Grading (Sawcut to R/W)	54,570	SF	\$1.00	\$54,570
	AC Pavement				
9.	5" AC/16" AB (Public Streets)	33,650	SF	\$7.00	\$235,550
10.	6" AC Berm	570	LF	\$4.00	\$2,280
	PCC Pavement				
11.	Standard Curb & Gutter (incl. Dwy depression)	1,590	LF	\$40.00	\$63,600
12.	Valley Gutter at Street Entrance	1,505	SF	\$20.00	\$30,100
13.	4" Sidewalk & base	8,440	SF	\$14.00	\$118,160
14.	Accessible Pedestrian Ramp	4	EA	\$1,500.00	\$6,000
15.	12" Storm Drain (HDPE)	400	LF	\$80.00	\$32,000
16.	15" Storm Drain (RCP)	240	LF	\$150.00	\$36,000
17.	Basin Overflow Inlet	7	EA	\$3,000.00	\$21,000
18.	Basin Bubbler	7	EA	\$3,000.00	\$21,000
19.	Stormwater Treatment Basin	2,810	SF	\$75.00	\$210,750
20.	Connect to existing storm drain main	6	EA	\$1,000.00	\$6,000
21.	Self-Treating swale	2,595	SF	\$5.00	\$12,975
22.	8" Water (PVC) incl. valves, thrust blocks, etc.	65	LF	\$70.00	\$4,550
23.	Fire Hydrant	8	EA	\$7,500.00	\$60,000
24.	8" Water Meter & 8" DDCA Backflow	1	EA	\$18,000.00	\$18,000
25.	Connect to existing water main	1	EA	\$5,000.00	\$5,000
26.	Street Monument	1	EA	\$500.00	\$500
27.	Electrolier	7	EA	\$7,000.00	\$49,000
28.	Signing and Striping	1	LS	\$15,000.00	\$15,000
29.	Erosion Control	4.1	AC	\$7,000.00	\$28,700
30.	Traffic Control	1	LS	\$15,000.00	\$15,000
Sub-Total De Paul Drive:					\$1,088,298

Opinion of Probable Cost
Offsite Improvement Plans for Crosswinds
Morgan Hill, CA
Dividend Homes

Revision Date	Revision Description

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This document shall be considered incomplete unless accompanied by all sheets, including notes.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
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NOTES

1. THIS IS A PRELIMINARY OPINION OF PROBABLE COST BY THE CIVIL ENGINEER. THE CIVIL ENGINEER MAKES NO REPRESENTATION CONCERNING THE ABOVE ITEMS SHOWN IN CONNECTION WITH THE PLANS AND SPECIFICATIONS BEING PREPARED.
2. QUANTITIES SHOWN HEREIN ARE CALCULATED FROM IMPROVEMENT PLANS FOR OFFSITE IMPROVEMENTS FOR THE CROSSWINDS, DATED MAY 2024, WHICH ARE SUBJECT TO REVISION.
3. COST FIGURES SHOWN HEREIN ARE CONCEPTUAL ONLY. ACTUAL COSTS ARE DEPENDENT ON THE ITEMS SHOWN ON THE PLANS AT BIDDING TIME, THE GENERAL MARKET SITUATION, THE CONTRACTOR'S WORKLOAD, SEASONAL FACTORS, LABOR AND MATERIAL COST, ETC.
4. ITEMS SHOWN ABOVE AND THEIR ASSOCIATED COSTS ARE SUBJECT TO REVISION DUE TO CHANGES, ADDITIONS, AND DELETIONS RESULTING FROM ON-GOING AGENCY REVIEW.
5. COSTS ASSOCIATED WITH JOINT TRENCH CONSTRUCTION ARE NOT INCLUDED IN THIS OPINION OF PROBABLE COST. TOTAL COSTS, INCLUDING UTILITY COMPANY FEES, CONNECTION CHARGES SUBSTRUCTURE, WIRING, ETC. ARE ALSO NOT INCLUDED.
6. COSTS FOR INDIVIDUAL SANITARY SEWER BACKFLOW PREVENTERS, WATER PRESSURE REDUCERS, AND WATER PRESSURE BOOSTERS ARE NOT INCLUDED IN THIS OPINION OF PROBABLE COST. THE BUILDER SHOULD BUDGET FOR THESE ITEMS WITH THE BUILDING COSTS.
7. EROSION CONTROL COSTS ARE FOR INITIAL INSTALLATION ONLY AND DO NOT INCLUDE ONGOING MAINTENANCE OR SUBSEQUENT YEARLY INSTALLATIONS/MODIFICATIONS.
8. PAVEMENT STRUCTURAL SECTION THICKNESS IS DETERMINED FROM THE FINAL SOIL TESTING AND PAVEMENT SECTION DESIGN BY THE GEOTECHNICAL ENGINEER.
9. PAVEMENT AND FINE GRADING FOR DRIVEWAYS AND DRIVEWAY PANS TO INDIVIDUAL LOTS/HOMES ARE NOT INCLUDED.
10. GEOTECHNICAL MITIGATION INCLUDING, BUT NOT LIMITED TO SLIDE REPAIR, SUBDRAINS, KEYWAYS, AND OVEREXCAVATION IS NOT INCLUDED IN THIS OPINION OF PROBABLE COSTS.
11. THIS CONCEPTUAL COST ANALYSIS EXCLUDES THE FOLLOWING:
 - a. CONSTRUCTION STAKING
 - b. GEOTECHNICAL ENGINEERING OR TESTING
 - c. OVERSIZING OF UTILITIES FOR ADDITIONAL CAPACITY
 - d. FENCING
 - e. BUILDING RELATED COSTS OR FEES
 - f. FINANCING CHARGES
 - g. REIMBURSABLE AGREEMENTS OR REFUNDABLE DEPOSITS
 - h. PLANNING AND OTHER CONSULTANT FEES
 - i. LANDSCAPING AND FINISH GRADING
 - j. CITY AND OTHER AGENCY FEES, INCLUDING MAP AND IMPROVEMENT PLAN FEES
 - k. ENVIRONMENTAL MITIGATION
 - l. BONDS AND BONDING FEES
 - m. IMPROVEMENTS NOT SHOWN ON THE PLANS
 - n. IMPROVEMENTS FOR CUSTOM LOTS
 - o. SCHOOL DISTRICT FEES
 - p. ASSESSMENT DISTRICT FEES
 - q. PROFESSIONAL DESIGN FEES (CIVIL, STRUCTURAL, ARCHITECTURAL, ETC.)
 - r. MONITORING DURING CONSTRUCTION
 - s. REMOVAL OF EXISTING HOUSE/STRUCTURES
 - t. RELOCATION OF VALLEY WATER TELEMETRY PULL BOX AND APPURTENANCES.
 - u. VALLEY WATER FIBER OPTIC CONDUIT REPLACEMENT FROM HALF RD/CONDUIT LN TO THE HALF RD PULLBOX, IF REQUIRED.
 - v. ANY CHANGES TO IMPROVEMENTS DUE TO ON-GOING CONSTRUCTION IN DE PAUL DR BY THE REDWOOD TECH PROJECT.

EXHIBIT "B"
PERFORMANCE BOND
(100% of Engineer's Estimate)

Bond No.: _____

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California, and **KB HOME SOUTH BAY INC.** (hereinafter designated as "principal") have entered into a Subdivision Improvements Agreement:

KB HOME SOUTH BAY INC.
CROSSWINDS PHASE 1 – TRACT NO. 10618

whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as project **Crosswinds Phase 1 – Tract No. 10618**, is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and _____, as surety, are held and firmly bound unto the City of Morgan Hill hereinafter called ("City"), in the penal sum of **Four Million Five Hundred Ninety Five Thousand Fifty dollars (\$4,595,050)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The Surety's office is located at _____,

Telephone No. _____; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone number are as follows:

License No.: _____

Address: _____

Telephone No.: _____

The non-resident agent for the Surety, if any, is a party to the transaction:

Name of non-resident
agent: _____

Non-resident agent's office address: _____

Telephone No.: _____

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Executed this _____ day of _____ 20 ____ .

[form document – do not execute]

Principal

[form document – do not execute]

Principal

By: *[form document – do not execute]*

Surety

By: *[form document – do not execute]*

Attorney-in Fact

By: *[form document – do not execute]*

California Resident Agent

By: *[form document – do not execute]*

Non-resident Agent - Attorney-in-Fact

APPROVED:

[form document – do not execute]

Scott Creer, City Engineer

Date:

APPROVED AS TO FORM:

By: *[form document – do not execute]*

Donald A. Larkin, City Attorney

Date:

(Acknowledgment on following page.)

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

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

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

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

EXHIBIT "C"
LABOR AND MATERIAL BOND
(100% of Engineer's Estimate)

Bond No.: _____

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California, and **KB HOME SOUTH BAY INC.** (hereinafter designated as "the principal") have entered into a Subdivision Improvements Agreement:

KB HOME SOUTH BAY INC.
CROSSWINDS PHASE 1 – TRACT NO. 10618

whereby the principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20____, and identified as project **Crosswinds Phase 1 – Tract No. 10618**, is hereby referred to and made a part hereof; and

Whereas, under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Morgan Hill to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, the principal and the undersigned as corporate surety, and their successors and assigns are held firmly bound unto the City of Morgan Hill and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **Four Million Five Hundred Ninety Five Thousand Fifty dollars (\$4,595,050)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Morgan Hill in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety's office is located at _____,

Telephone No. _____; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone number as follows:

License No.:

Address:

Telephone No.:

The following non-resident agent, if any, for the Surety is a party to the transaction:

Name of non-resident agent:

Non-resident agent's office address:

Telephone No.:

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Executed this _____ day of _____ 20 ____.

[form document – do not execute]

Principal

[form document – do not execute]

Principal

By: *[form document – do not execute]*

Surety

By: *[form document – do not execute]*

Attorney-in Fact

By: *[form document – do not execute]*

California Resident Agent

By: *[form document – do not execute]*

Non-resident Agent - Attorney-in-Fact

APPROVED:

[form document – do not execute]

Scott Creer, City Engineer

Date:

APPROVED AS TO FORM:

By: *[form document – do not execute]*

Donald A. Larkin, City Attorney

Date:

(Acknowledgment on following page.)

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

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

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

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

EXHIBIT "D"
WARRANTY BOND
(50% of Cost of Construction)

Bond No.: _____

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California (hereinafter designated as "City"), and **KB HOME SOUTH BAY INC.** (hereinafter designated as "Principal") have entered into a Subdivision Improvement Agreement (hereinafter "Agreement"):

KB HOME SOUTH BAY INC.
CROSSWINDS PHASE 1 – TRACT NO. 10618

whereby the Principal agrees to install and complete certain designated public improvements (hereinafter "Improvements"), which said Agreement, dated _____, 20____, and identified as project **Crosswinds Phase 1 – Tract No. 10618**, is hereby referred to and made a part hereof; and

Whereas, under the terms of said Agreement, the Principal is required to furnish a bond to guarantee and warrant the work required by said Agreement for a period of one year following the completion and acceptance by the City of the Improvements, against any defective work or labor performed, or defective materials furnished by Principal.

Now, therefore, we, the Principal and _____ as Surety, are held and firmly bound unto the City of Morgan Hill in the penal sum of **Two Million Two Hundred Ninety Seven Thousand Five Hundred Twenty Five dollars (\$2,297,525)** for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

If Principal faithfully carries out and performs its guarantee and warranty under the Agreement, and, on due notice from City, repairs and make good at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Principal promptly reimburses City for all loss and damage that City sustains because of Principal's failure to makes such repairs in accordance with the Agreement requirements, then Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.

Surety waives the provisions of Civil Code Sections 2819 and 2845. Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement

or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Santa Clara County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

In witness whereof, this instrument has been duly executed by the principal and surety above named.

SURETY:

Principal:

Date: _____

Date: _____

s/ *[form document – do not execute]*

s/ *[form document – do not execute]*

Name: _____

Name: _____

Title: _____

Title: _____

(Attach Acknowledgment with Notary

Seal and Power of Attorney)

APPROVED:

[form document – do not execute]

Scott Creer, City Engineer

Date:

APPROVED AS TO FORM:

By: *[form document – do not execute]*

Donald A. Larkin, City Attorney

Date:

END OF WARRANTY BOND

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

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

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

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)



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, June 26, 2024 6:00 PM

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

CALL TO ORDER

Mayor Turner called the City Council meeting to order at 6:00 p.m.

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow called the roll.

PRESENT	Rene Spring, Gino Borgioli, Yvonne Martinez Beltran, Mark Turner, Marilyn Librers
ABSENT	None

DECLARATION OF POSTING AGENDA

City Clerk Michelle Bigelow declared the posting of the agenda.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Council Member Martinez Beltran reported that the League of California Cities held a

Policy Committee meeting she attended. She is the Chair of the Housing, Community, and Economic Development Committee. She said that they discussed a number of different bills and policies that they are looking to support and advance, including economic development. They also held policy committees for transportation, public safety, environmental, governance, and transparency.

CITY MANAGER'S REPORT

City Manager Christina Turner mentioned that the City Council will be on recess through July and the next City Council meeting is scheduled for August 21, 2024. She spoke about a project that is at the library called Story Walk. It starts at the Magical Bridge Playground in the Community Park. She recognized Rebecca Garcia, Housing Director for the City of Morgan Hill for her 9 years of dedication and service to Morgan Hill. Rebecca will be joining the Santa Clara County Housing Authority overseeing the operations of the housing voucher program.

CITY ATTORNEY'S REPORT

None.

OTHER REPORTS

Council Member Borgioli provided an update on the Little Llagas Creek and Anderson Dam Committee report.

PUBLIC COMMENT

Public comment opened at 6:13 p.m. The following people were called to speak:
Dennis Jamison
Kenny Silva
There being no further requests to speak, public comment closed.

ADOPTION OF AGENDA

MOTION:

Adopting the agenda as posted.

RESULT:	Passed
MOVER:	Council Member Borgioli
SECONDER:	Council Member Spring
AYES:	Council Member Spring, Council Member Borgioli, Mayor Turner, Mayor Pro Tem Librers
NAYS:	None
ABSTAIN:	None

ABSENT:	Council Member Yvonne Martinez Beltran
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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 Spring
AYES:	Council Member Spring, Council Member Borgioli, Mayor Turner, Mayor Pro Tem Librers
NAYS:	None
ABSTAIN:	None
ABSENT:	Council Member Yvonne Martinez Beltran

1. **APPROVE A CONSULTANT AGREEMENT WITH BIGGS CARDOSA ASSOCIATES, INC. FOR THE COMPLETION OF DESIGN AND ENGINEERING WORK FOR GRADE SEPARATIONS FOR DUNNE AND TENNANT AVENUE AND DOWNTOWN CALTRAIN STATION PEDESTRIAN CROSSING FOR THE NOT TO EXCEED AMOUNT OF \$2 MILLION, INCLUDING A CONTINGENCY OF \$200,000**

Recommendation:

1. Approve an agreement with Biggs Cardosa Associates, Inc. for design and engineering work for Phase 1 for grade separations for Dunne Avenue and the Downtown Caltrain Station Pedestrian crossing for an amount not to exceed \$1 million (\$900,000 with \$100,000 contingency);
2. Authorize the City Manager to increase the maximum compensation paid to Biggs Cardosa Associates, Inc. by \$1 million (\$900,000 with \$100,000 contingency) for design and engineering work for Phase 2 to include Tennant Avenue upon award and receipt of the Federal Railroad Administration grant; and
3. Authorize the City Manager to execute the Agreement with Biggs Cardosa Associates, Inc. and necessary amendments.

2. **APPROVE OBJECTIVE DEVELOPMENT STANDARD WAIVERS AND DENY CONCESSION REQUEST FOR THE BARNELL - HAREN PROPERTIES LLC RESIDENTIAL PROJECT AT BARNELL AVENUE AND DUNNE AVENUE (LJ COMMONS)**

Recommendation:

Adopt resolution approving the request for four waivers and denying the request for a concession to the City's Objective Development Standards for residential development.

3. **APPROVE REQUEST BY EDEN HOUSING, INC. (EHI) TO WAIVE THE 2023 ANNUAL SURPLUS PAYMENT TO CITY FOR VILLA CIOLINO AFFORDABLE APARTMENTS TO MAKE NECESSARY REPAIRS**

Recommendation:

Authorize the approval of a waiver for the receipt of the 2023 annual payment from Villa Ciolino's surplus cash in the amount of \$101,197 to support the property's urgent rehabilitation needs.

4. **APPROVE THIRD AMENDMENT TO AGREEMENT WITH CITY OF GILROY FOR PROVIDING STAFF SERVICES**

Recommendation:

Authorize the City Manager to execute the Third Amendment to the City of Gilroy Staff Services Agreement for Stormwater Permitting Requirements and Environmental Management Services.

5. **APPROVE THE CLOSEOUT ANALYSIS REPORT FOR THE REASSESSMENT DISTRICT 2015-1 (MORGAN HILL RANCH)**

Recommendation:

1. Adopt resolution declaring the remaining reassessment revenue fund balance to be surplus, ordering the disposition of such surplus; and
2. Approve the Closeout Analysis Report for the Reassessment District 2015-1 (Morgan Hill Ranch).

6. **APPROVE THE JUNE 19, 2024 CITY COUNCIL MEETING MINUTES**

Recommendation:

Approve minutes.

7. **AUTHORIZE EXECUTION OF COST SHARING AGREEMENT WITH VALLEY WATER FOR THE UPPER LLAGAS FLOOD CONTROL PROJECT PHASE 2B**

Recommendation:

1. Authorize the City Manager to execute and administer a cost-share

agreement with Valley Water for the construction of improvements supporting the Upper Llagas Creek Flood Control Project for up to \$4.5 million; and

2. Authorize the City Manager to make minor modifications to the agreement as necessary with the approval of the City Attorney.

8. **AWARD THE EAST DUNNE HILLSIDE WATER RESERVOIR PROJECT TO AZUL WORKS, INC. IN THE AMOUNT OF \$8,296,000 AND APPROVE CONSULTANT AGREEMENT WITH KENNEDY/JENKS CONSULTANTS FOR CONSTRUCTION SUPPORT SERVICES FOR A NOT TO EXCEED AMOUNT OF \$300,000**

Recommendation:

1. Approve the East Dunne Hillside Water Reservoir Project plans and specifications;
2. Award contract to Azul Works, Inc. for the East Dunne Hillside Water Reservoir Project in the amount of \$8,296,000;
3. Authorize expenditures of construction contingency not to exceed \$829,600;
4. Approve consultant agreement with Kennedy/Jenks Consultants for Construction Support Services for a not to exceed amount of \$300,000; and
5. Authorize the City Manager to execute and administer the construction contract with Azul Works, Inc. and consultant agreement with Kennedy/Jenks Consultants.

9. **RECEIVE MONTHLY BUDGET UPDATE AND MAY 2024 FINANCIAL AND INVESTMENT REPORTS**

Recommendation:

Accept and file report.

PUBLIC HEARINGS

10. **AWARD THE ENERGY SERVICES CONTRACT TO SYSERCO ENERGY SOLUTIONS, INC. FOR DESIGN AND CONSTRUCTION OF SOLAR SYSTEMS AT MULTIPLE CITY FACILITIES IN THE AMOUNT OF \$7,583,500**

Recommendation:

1. Open and close the Public Hearing;
2. Authorize the City Manager to execute and administer an energy service contract with Syserco Energy Services for \$7,583,500;
3. Authorize contingency funds of \$379,175; and
4. Adopt a resolution making findings in compliance with California

Government Code Section 4217.12 on Energy Conservation Contracts.

Public Services Director Chris Ghione provided the report.

The public hearing opened at 6:48 p.m. There being no requests to speak, the public hearing closed.

MOTION:

Approving the recommended actions.

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

OTHER BUSINESS

11. AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HOTEL MOHI BY APPELLATION FOR A TRANSIENT OCCUPANCY TAX AND SALES TAX SHARING AGREEMENT

Recommendation:

Authorize the City Manager to prepare and execute a Transient Occupancy Tax (TOT) and Sales Tax Sharing Agreement for the Hotel MOHI by Appellation project based on the Draft Deal Points as memorialized by KMA.

Economic Development Director Matt Mahood provided a presentation and report.

The meeting recessed at 7:35 p.m. and reconvened at 7:41 p.m.

Public comment opened at 8:06 p.m. The following people were called to speak:

Frank Leal and Charlie Palmer (Applicants)

Brian Sullivan

Eric and Carolyn Wallace

Nick Gaich on behalf of the Chamber of Commerce

John Horner

David Dindak
 Krista Rupp on behalf of Visit Morgan Hill
 Michael Van Every (Zoom)
 Cosme Fagundo (Zoom)
 Armando Benavides (Zoom)
 Joe Baranowski (Zoom)
 Miguel Jimenez (Zoom)
 Daniel Fenton (Zoom)
 Joe Guerra (Zoom)
 Alex Vo (Zoom)
 Frank Leal (Applicant)
 There being no further requests to speak, public comment closed.

MOTION:

Motion to remove Deal Point 4(b) and to revisit after the Project has reached \$6 million in assistance in present value terms.

RESULT:	Failed
MOVER:	Council Member Martinez Beltran
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None
ABSENT:	None

The motion failed due to a lack of second.

MOTION:

Approving the recommended action.

RESULT:	Passed
MOVER:	Council Member Borgioli
SECONDER:	Mayor Pro Tem Librers
AYES:	Council Member Borgioli, Mayor Turner, Mayor Pro Tem Librers
NAYS:	Council Member Spring, Council Member Martinez Beltran
ABSTAIN:	None
ABSENT:	None

12. RECEIVE WASTEWATER RATE STUDY REPORT, ADOPT RESOLUTION DECLARING INTENT TO IMPLEMENT NEW WASTEWATER RATES AND

**COMMENCING PROPOSITION 218 NOTICES, AND SET AUGUST 28, 2024,
AS THE DATE FOR A PUBLIC HEARING**

Recommendation:

1. Receive Wastewater Rate Study report;
2. Consider implementing an alternative rate structure of a 100% fixed wastewater rate charge for residential customers and/or an additional wastewater meter account charge for those residential customers with detached Accessory Dwelling Units (ADU);
3. Adopt resolution declaring intent to adjust wastewater rates and authorizing the commencement of Proposition 218 noticing; and
4. Set August 28, 2024, as the date for the Public Hearing and adoption of new wastewater rates.

The meeting recessed at 9:22 p.m. and reconvened at 9:28 p.m.

Finance Director Dat Nguyen provided a presentation and report.

The Council extended the meeting to 10:30 p.m.

Public comment opened at 10:11 p.m.

Armando Benavides (Zoom) was called to speak.

There being no further requests to speak, public comment closed.

MOTION:

Adopt resolution declaring intent to adjust wastewater rates and authorizing the commencement of Proposition 218 noticing with the current rate structure and an additional wastewater meter account charge for those residential customers with detached ADU; and set August 28, 2024, as the date for the Public Hearing and adoption of new wastewater rates.

RESULT:	Passed
MOVER:	Council Member Spring
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

PROPOSED FUTURE COUNCIL INITIATED AGENDA ITEMS

**13. PROVIDE DIRECTION TO STAFF ON PROPOSED FUTURE COUNCIL
INITIATED AGENDA ITEM**

Recommendation:

Determine if the majority of the City Council wants the following item agendized at a future meeting for discussion:
Bring Viva Calle to Morgan Hill.

City Manager Christina Turner provided a report.

Public comment opened at 10:26 p.m.

Nick Gaich was called to speak.

There being no further requests to speak, public comment closed.

Council agreed to bring the item back at a future meeting.

FUTURE COUNCIL INITIATED AGENDA ITEMS

None.

ADJOURNMENT

There being no further business, Mayor Turner adjourned the meeting at 10:30 p.m.

Minutes Prepared by:

Michelle Bigelow, City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: August 28, 2024

PREPARED BY:

Mario Jimenez, Associate Engineer

APPROVED BY: City Manager

AWARD CONTRACT TO MOUNTAIN CASCADE, INC. FOR THE SANITARY SEWER LIFT STATIONS K & F REHABILITATION PROJECT IN THE AMOUNT OF \$3,042,500 AND CONTINGENCY FUNDS NOT TO EXCEED \$304,250

RECOMMENDATION(S)

1. Approve Sanitary Sewer Lift Stations K & F Rehabilitation Project plans and specifications;
2. Award contract to Mountain Cascade, Inc. for the Sanitary Sewer Lift Stations K & F Rehabilitation Project in the amount of \$3,042,500;
3. Authorize expenditure of construction contingency funds not to exceed \$304,250; and
4. Authorize the City Manager to execute and administer the construction contract with Mountain Cascade, Inc.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Protecting the Environment and Preserving Open Space and Agricultural Land

Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

Community Engagement

Guiding Documents

Wastewater System Master Plan

REPORT NARRATIVE:

The Adopted Fiscal Year 2024-25 through 2029-30 Six Year Capital Improvement Program includes the rehabilitation of the City's sewer lift stations "K" and "F". The rehabilitation of lift stations "K" and "F" is part of the City's ongoing maintenance program to improve the existing lift stations that are near the end of their life expectancies. The improvements to the lift stations will increase reliability, reduce the

potential for overflows, and ensure compliance with the Regional Water Quality Control Board Requirements by replacing and upgrading aging equipment/facilities.

The scope of the work involves the replacement of the lift station pumps, valving, force main piping and fittings, mounting equipment, power pedestal equipment, installation of protective/restorative coatings, relocation of existing electrical services, restoration of site improvements (i.e. pavement, site lighting), temporary sewer bypass operations and new generator for Lift Station F. The bid opening for the project was held on June 26, 2024, and the base bids received are listed below.

Mountain Cascade, Inc.	\$2,962,500
GSW Construction, Inc.	\$3,044,281
Pacific Underground Const. Inc.	\$3,449,885

The bid included two bid alternates for spare pumps for each lift station. Adding bid alternates to the base bids still resulted in Mountain Cascade, Inc. being the lowest bidder. Results including bid alternates are listed below.

Mountain Cascade, Inc.	\$3,042,500
GSW Construction, Inc.	\$3,106,281
Pacific Underground Const. Inc.	\$3,542,885

The low bidder, Mountain Cascade, Inc. is an experienced contractor with this type of work and has worked on numerous wastewater and recycled water rehabilitation projects for local agencies and sanitary districts in Alameda, Contra Costa, Placer, San Francisco, San Luis Obispo and Santa Clara Counties. Mountain Cascade, Inc.'s base bid amount of \$2,962,500 was approximately 29% higher than the engineer's estimate of \$2,288,000 which is most likely due to the competitive bidding climate and increasing construction costs coinciding with the ongoing regional economic growth. Thus, staff recommends award of the contract to Mountain Cascade, Inc. in the amount of \$3,042,500. The project is scheduled to begin in October 2024 and be completed in the first quarter of 2026.

The project plans and specifications can be found on the City's web page at the following links: <https://www.morganhill.ca.gov/DocumentCenter/View/49606/Technical-Specifications-K-and-F-Rehab>
<https://www.morganhill.ca.gov/DocumentCenter/View/49605/Plans-K-and-F-Rehabilitation>

COMMUNITY ENGAGEMENT:

Inform

The Sanitary Sewer Lift Stations K & F Rehabilitation Project are located at 3300 East Dunne Ave (Lift Station "K") and 17109 Holiday Drive (Lift Station "F"). Staff will provide email and door notifications prior to construction activities. Staff will also provide updated construction information on the City's website. Staff met with Holiday Lake Estates representatives to discuss project and obtain feedback prior to finalizing design.

ALTERNATIVE ACTIONS:

City Council could elect not to award this construction contract. However, this would leave the existing lift stations in poor condition, vulnerable to equipment failures, and possibly result in sewer spills.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- On November 4, 2015, City Council awarded a service agreement for design professionals with Schaaf & Wheeler Consulting Engineers for \$135,535 to design the Sewer Lift Station J & K Rehabilitation Project.
- On November 18, 2015, City Council awarded a service agreement for design professionals with Schaaf & Wheeler Consulting Engineers for \$148,575 to design the 2015 Sewer Lift Station Improvements — D, F, & W Project.
- On December 16, 2016, the City Manager authorized the First Amendment to Agreement with Schaaf & Wheeler Consulting Engineers for the Sewer Lift Station J & K Rehabilitation Project.
- On December 16, 2016, the City Manager authorized the First Amendment to Agreement with Schaaf & Wheeler Consulting Engineers for the 2015 Sewer Lift Station Improvements — D, F, & W Project.
- On January 17, 2018, City Council ratified a second amendment with Schaaf & Wheeler Consulting Engineers for Professional Design Services for Sewer Lift Stations J, K, D, F, and W.

FISCAL AND RESOURCE IMPACT:

The total authorization for this project would be \$3,346,750 which includes a 10% contingency of \$304,250. The construction costs are sufficiently funded in the Fiscal Year 2024-25 Capital Improvement Program (CIP) budget under CIP Project WW3006 — Lift Station Improvements.

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.

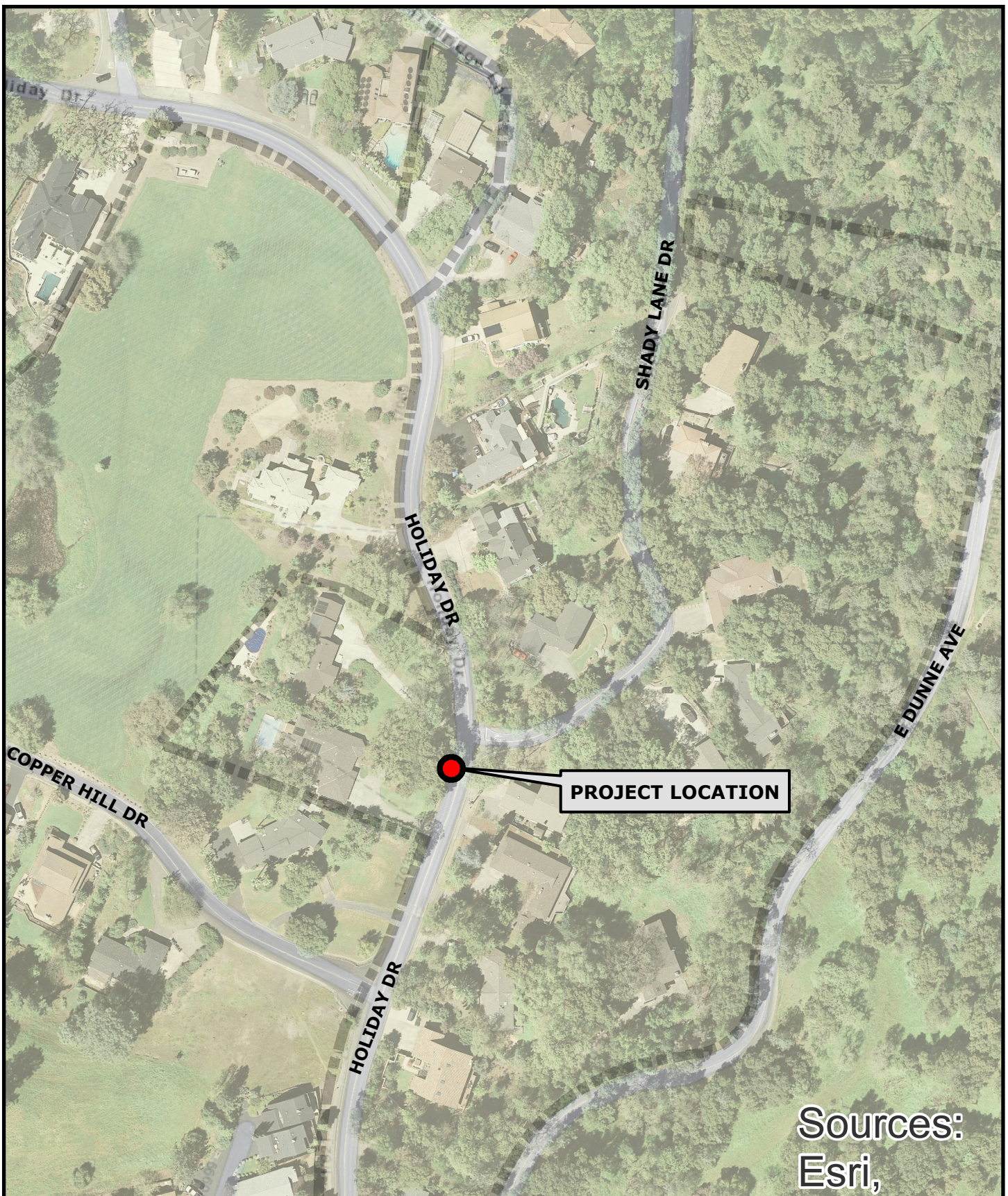



Engineering and Utilities Department
Capital Improvement Division
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**SANITARY SEWER
LIFT STATION K**



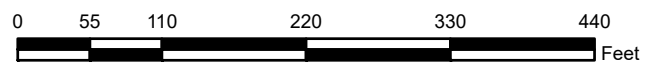
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**Engineering and Utilities Department
Capital Improvement Division**

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SANITARY SEWER LIFT STATION F



CONTRACT

This public works contract ("Contract") is entered into by and between the City of Morgan Hill ("City") and Mountain Cascade Inc. a California Corporation ("Contractor") for work on the **Sanitary Sewer Lift Stations K & F Rehabilitation Project** ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct on the Project. On _____, 20____, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Plans and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Award;
 - 2.12 Notice to Proceed; and
 - 2.13 The following: No other documents
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor Three Million Forty-Two Thousand Five Hundred Dollars (\$3,042,500) (the "Contract Price"), for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, federal, state, and local taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 270 calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of Five Hundred Dollars (\$500) per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
 - 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.
 - 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship, and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
 - 7.3 **DIR Registration.** City will not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions.
8. **Workers' Compensation Certification.** Pursuant to Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

9. **Conflicts of Interest.** Contractor, its employees, Subcontractors, and agents, may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code Section 1090 *et seq.*, or the Political Reform Act, as set forth in Government Code Section 81000 *et seq.* and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.
11. **Notice.** Any notice required by the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:

City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
Phone: (409) 779-7259
Attn: City Clerk
Email: michelle.bigelow@morganhill.ca.gov
Copy to: Inga.Alonzo@morganhill.ca.gov
Mario.jimenez@morganhill.ca.gov

Contractor:

Name: Mountain Cascade Inc.
Address: 555 Exchange Court
City/State/Zip: Livermore, CA 94550
Phone: 925-373-8370
Attn: Yvonne Fagundes
Email: yvonnef@mountaincascade.com

12. General Provisions.

- 12.1 **Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.

- 12.2 Third Party Beneficiaries.** There are no intended third-party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of Santa Clara County, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure Section 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Santa Clara County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code Section 2200 *et seq.* (the “Act”), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code Section 313. If Contractor is a partnership, signature by a general partner with authority to bind the partnership is required. If Contractor is a limited liability company (LLC), a signature by a member or manager with authority to bind the LLC is required.
- 12.9 Electronic Signatures.** Unless otherwise prohibited by law or City policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the City.

[Signatures are on the following page.]

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

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

The parties agree to this Contract as witnessed by the signatures below:

CITY OF MORGAN HILL:

Christina J. Turner
City Manager

Date: _____

Attest:

Michelle Bigelow
City Clerk

Date: _____

Approved as to Form:

Donald A. Larkin
City Attorney

Date: _____

CONTRACTOR:

Mountain Cascade Inc.

Signature

Michael Duke Fuller - President

Name/Title [print]

Date: 8-8-24

Corporate entities must provide a second signature:

Signature

Diana M Fuller - CFO

Name/Title [print]

Date: 8-8-24

422496

Contractor's License Number(s)

5/31/2026

Expiration Date(s)

Seal:

1000005190

Contractor's DIR Registration Number(s)

6-30-2027

Expiration Date

END OF CONTRACT

PERFORMANCE BOND

The City of Morgan Hill ("City") and Mountain Cascade Inc. ("Contractor") have entered into a contract for work on the **Sanitary Sewer Lift Stations K & F Rehabilitation Project** ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and Liberty Mutual Insurance Company, its surety ("Surety"), are bound to City as obligee for an amount not less than Three Million Forty-Two Thousand Five Hundred Dollars (\$3,042,500) (the "Bond Sum") to ensure Contractor's faithful performance of its obligations under the Contract. By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors, and assigns, jointly and severally, to the provisions of this Bond.
2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations under this bond will remain in full force and effect.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code Sections 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from City that Contractor is in default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
 - 5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;

5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense, or

5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.

6. Surety Default. If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

7. Notice. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Danielle Lacombe

Address: One Embarcadero Center, Suite 1320

City/State/Zip: San Francisco, CA 94111

Phone: 628-220-6063

Fax: 866-547-4881

Email: Danielle.Lacombe@LibertyMutual.com

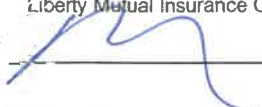
8. Law and Venue. This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Superior Court of Santa Clara County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

9. Effective Date; Execution. This Bond is entered into and effective on August 8, 2024.

[Signatures are on the following page.]

SURETY:

Liberty Mutual Insurance Company

s/ 

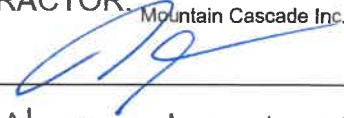
Name: Michelle Anne McMahon

Title: Attorney-in-Fact

(Attach Acknowledgment with Notary
Seal and Power of Attorney)

CONTRACTOR:

Mountain Cascade Inc.

s/ 

Name: Michael Duke Fuller

Title: President

APPROVED AS TO FORM:

By: _____
Donald A. Larkin, City Attorney

Date: _____

END OF PERFORMANCE BOND

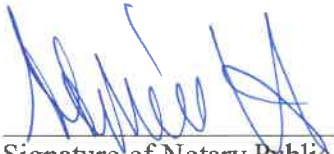
NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 8th day of August, 2024, before me, Stephanie Harvey, the undersigned officer, personally appeared Michelle Anne McMahon, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: March 31, 2027

Stephanie Harvey

Printed Name of Notary

STEPHANIE HARVEY
NOTARY PUBLIC - CT 185862
My Commission Expires Mar. 31, 2027



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210646 - 985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Connor Wolpert, Doritza Mojica, Gentry Stewart, Jennifer Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Kyle Williams, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley, Sarah Murtha

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of August, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email: HOSUR@libertymutual.com

PAYMENT BOND

The City of Morgan Hill ("City") and Mountain Cascade Inc. ("Contractor") have entered into a contract for work on the **Sanitary Sewer Lift Stations K & F Rehabilitation Project** ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and Liberty Mutual Insurance Company, its surety ("Surety"), are bound to City as obligee in an amount not less than Three Million Forty-Two Thousand Five Hundred Dollars (\$3,042,500) ("Bond Sum"), under California Civil Code Sections 9550, *et seq.*, to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor
2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code Section 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors, under California Unemployment Insurance Code Section 13020, with respect to the work and labor, then Surety will pay the obligation.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code Section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code Sections 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code Section 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Danielle Lacombe
Address: One Embarcadero Center, Suite 1320
City/State/Zip: San Francisco, CA 94111
Phone: 628-220-6063
Email: Danielle.Lacombe@LibertyMutual.com

6. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Superior Court of Santa Clara County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on August 8, 2024.

SURETY:
Liberty Mutual Insurance Company

s/ 

Name: Michelle Anne McMahon

Title: Attorney-in-Fact

CONTRACTOR:


Mountain Cascade Inc.

Name: Michael Duke Fuller

Title: President

(Attach Acknowledgment with Notary
Seal and Power of Attorney)

APPROVED AS TO FORM:

By: _____
Donald A. Larkin, City Attorney

Date: _____

END OF PAYMENT BOND

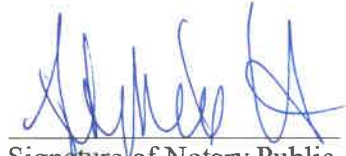
NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 8th day of August, 20 24, before me, Stephanie Harvey, the undersigned officer, personally appeared Michelle Anne McMahon, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: March 31, 2027

Stephanie Harvey

Printed Name of Notary

STEPHANIE HARVEY
NOTARY PUBLIC - CT 185862
My Commission Expires Mar. 31, 2027



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210646 - 985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Connor Wolpert, Doritza Mojica, Gentry Stewart, Jennifer Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Kyle Williams, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley, Sarah Murtha

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

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I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of August, 2024.



By:

Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

CITY COUNCIL STAFF REPORT

MEETING DATE: August 28, 2024

PREPARED BY:

David Gittleson, Associate Engineer

APPROVED BY: City Manager

APPROVE PROFESSIONAL SERVICES AGREEMENT WITH HYDROSCIENCE ENGINEERS FOR THE EAGLE VIEW WELL #1 PROJECT FOR A TOTAL AMOUNT NOT TO EXCEED \$429,590

RECOMMENDATION(S)

1. Approve Service Agreement for Design Professionals with HydroScience Engineers, Inc. for a total not to exceed contract amount of \$429,590 to design the Eagle View Well #1 project; and
2. Authorize the City Manager to execute and administer the Service Agreement for Design Professionals with HydroScience Engineers, Inc. for the Eagle View Well #1 project.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

Healthy Community

Guiding Documents

Water System Master Plan

REPORT NARRATIVE:

The need for new water wells was identified in the City's 2021 Water Master Plan in order to meet the future water needs of the community, enhance reliability and provide redundancy. In addition, the Adopted Fiscal Year 2024-25 through 2029-30 Capital Improvement Program includes the construction of four new groundwater wells by the year 2030 under the Capital Improvement Project number WA6001.

On September 6, 2023, the City Council approved the drilling of two test wells. Test wells are typically drilled prior to investing in the development of a large-scale municipal well to determine if the well site will produce acceptable drinking water and provide

enough capacity for the investment. The two potential well sites studied by staff were located at the end of Laurel Road and a small lot along Eagle View Drive (Attachment 1). The Laurel Road location was determined to be a non-viable site due to not being able to meet the minimum well setback requirements in accordance with the State Department of Drinking Water. Thus, staff will continue to search for a replacement location for drilling a second test well. The site at Eagle View Drive did meet the setback requirements and therefore a test well was drilled on November 27, 2023. Upon completion of the test well, water samples were taken and tested for primary and secondary water quality standards for drinking water. Since the water samples met all the requirements for the State drinking water standards, the staff is requesting that the City move forward with the design of a large scale municipal well at this location.

Staff requested proposals from qualified firms in April 2024. Proposals were received by Hydrosience Engineers and by Luhdorff and Scalmanini in May and June 2024, respectively. The consultant proposals were reviewed and scored by engineering and maintenance staff. HydroScience Engineers, Inc. were chosen for this work due to their site-specific proposal and strong well design experience. HydroScience Engineer's scope of work will consist of the design of a new municipal water well, including the wellhead, pumps, piping/valves, building, electrical, disinfection/testing, site work, landscaping and all appurtenances to construct and operate the new well (Attachment 2). Special attention will focus on reducing noise and adding architectural features to the building so it blends in with the surrounding neighborhood. In addition to design services, HydroScience Engineers will also provide bid and construction support as well as important field inspections during the project. The project will be constructed in two phases. Phase 1 includes the drilling of the municipal well, water quality testing and the pumping/volume capacity analysis. This information is critical to sizing the well pumps/motors and piping system for Phase 2. Thus, Phase 2 construction would include the building, electrical, piping, landscaping and all site work for a fully functioning municipal well.

New municipal wells are a vital component to the City's water distribution system. Therefore, staff recommends that HydroScience Engineers, Inc. be awarded the Eagle View Well #1 design contract. According to HydroScience Engineer's tentative schedule, the Eagle View Well #1 should be operational in early 2026.

COMMUNITY ENGAGEMENT:

The City contacted the two adjacent residents next to the well site prior to drilling the test well. Staff also posted the test well information in "The Scoop". Staff will continue to engage with them and the rest of the neighborhood during the design and construction processes. Staff will also provide weekly project updates through Nextdoor and the City's website.

ALTERNATIVE ACTIONS:

The approval of this agreement will facilitate the City's goal to construct four new wells by 2030. No alternative actions are presented at this time.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On December 15, 2021, the City Council adopted the 2021 Water System Master Plan.

On September 6, 2023, the City Council approved an agreement with Luhdorff & Scalmanini to drill two test wells for an amount not to exceed \$347,100.

On June 19, 2024, the City Council approved the Fiscal Year 2024-25 through 2029-30 Capital Improvement Program Budget, which includes the construction of four new wells by 2030.

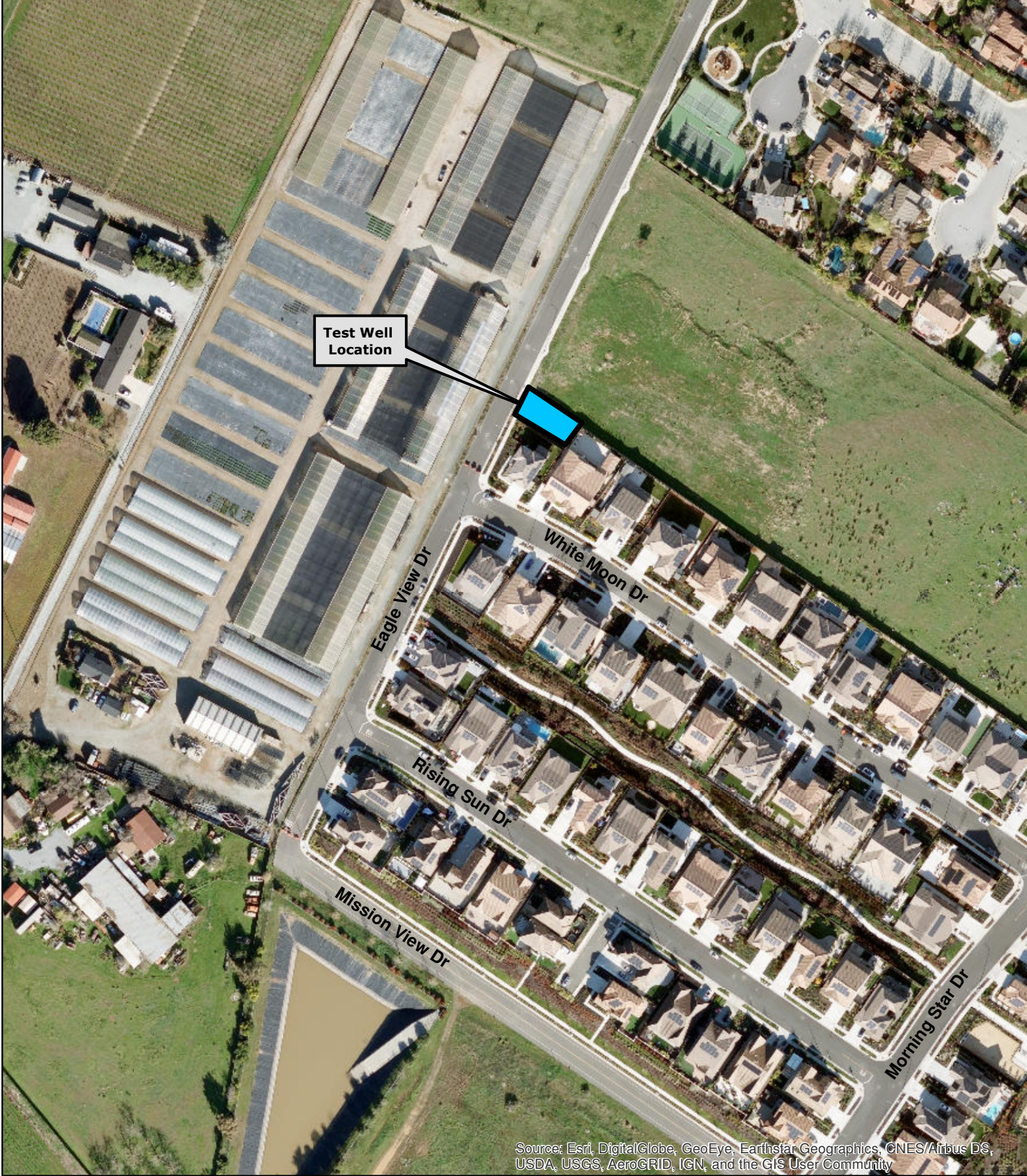
FISCAL AND RESOURCE IMPACT:

There is sufficient funding for this action in the current Fiscal Year 2024-25 through 2029-30 Capital Improvement Budget, in project #WA6001 – Water Wells, from Water Impact Fund (651) and Water Capital Project Fund (653).

CEQA (California Environmental Quality Act):

Categorical Exemption

The activities described in this Staff Report are categorically exempt under CEQA, specifically pursuant to Section 15303(d) of the CEQA Guidelines (New construction or conversion of small structures), as the subject work involves the construction of a small municipal water facility and related equipment to connect to the City's water distribution system.



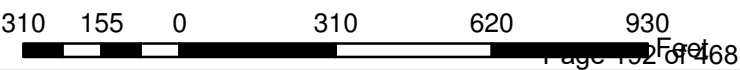
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



CITY OF MORGAN HILL
Engineering and Utilities Department
CIP Engineering Division

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EAGLE VIEW WELL #1
PROJECT LOCATION



CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS

HydroScience Engineers, Inc.

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and HydroScience Engineers, Inc. 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 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 19, 2026 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement provided the compensation does not exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service**. The services to be performed by CONSULTANT shall be to provide engineering design, bid, construction and inspection services as further described in **Exhibit A**.
4. **Compensation**. CONSULTANT shall be compensated as follows:
 - 4.1. **Amount**. \$429,590.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed Four Hundred Twenty Nine Thousand Five Hundred Ninety dollars and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement, and provided further that in no event shall such maximum compensation allowed for the term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council.
 - 4.2. **Billing**. CONSULTANT shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY'S judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

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

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

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

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

7.1. **Insurance Types and Amounts.**

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

combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

- 7.1.2. Automobile Liability. CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater.
- 7.1.3. Workers’ Compensation Insurance and Employer’s Liability. CONSULTANT shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater. If CONSULTANT is self-insured, CONSULTANT shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 7.1.4. Pollution (Environmental) Liability. If the performance of CONSULTANT’S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, CONSULTANT shall procure and maintain Pollution Liability covering the CONSULTANT’S liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater.
- 7.1.5. Professional Liability.
- 7.1.5.1. If the performance of CONSULTANT’S work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), CONSULTANT shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) two million dollars (\$2,000,000.00) 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 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.
- 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:

HydroScience Engineers, Inc.

Bill Slenter, P.E.
10569 Old Placerville Rd,
Sacramento, CA 95827
Address of CITY is as follows:

Development Services Center	with a copy to:
David Gittleson P.E.	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.** All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

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 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, 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 negligence, recklessness, or willful misconduct of CONSULTANT, 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 CONSULTANT'S proportionate percentage of fault.

21.2. **Defense and Indemnification for Non-Design Professional Services.** For all services performed under this agreement not covered by Section 21.1 above, 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").

21.3. **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, active negligence, or willful misconduct of the CITY.

21.4. **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 CONSULTANT.

21.5. **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.

21.6. **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 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. **Notice of Security and/or Privacy Incident.** If CONSULTANT, 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, CONSULTANT 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. CONSULTANT 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, CONSULTANT 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. CONSULTANT 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. **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 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.

28. ☒ **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.

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: _____

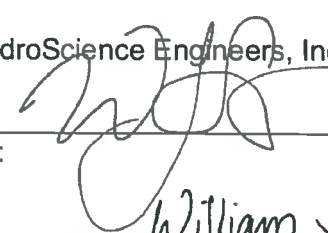
APPROVED AS TO FORM:
Donald A. Larkin

HydroScience Engineers, Inc.

City Attorney

By: _____

Print Name



William J. Skenter
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: _____

Date: 8/8/2024

By: _____



HILDESARD M. HARRIS, CFO
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 8/8/2024

EXHIBIT A SCOPE OF WORK

HydroScience Engineers, Inc.
4055 Evergreen Village Square, Suite 250
San Jose, CA 95135
T: 408.363.3884
F: 408.363.3886

August 2, 2024

Dave Gittleson, P.E
Associate Engineer
5180 Soquel Drive
Capitola, CA 95010

Subject: Proposal to provide engineering services for Eagle View Well Site Improvements Project

Dear Dave:

HydroScience Engineers, Inc., (HydroScience) is pleased to present the City of Morgan Hill (City) with our understanding, approach, proposed staff, scope of work, budget, and schedule to provide engineering services for the design of the Eagle View Drive Well Site Improvements Project.

Understanding and Approach

The Eagle View Well will be a new production well for the City of Morgan Hill that will pump groundwater in an existing 12-inch water distribution main. Referring to the "Eagle View Test Hole and Monitoring Well Installation Summary and Design Report" (Test Hole Report), Luhdorff and Scalmanini Consulting Engineers (L&S), February 2024, the well will be used to improve the management of the City's existing water source by adding a new water supply to the distribution system. After the well construction is complete, it is expected to supply drinking water with a design capacity of 800 gallons per minute (gpm) while meeting the primary and secondary water quality standards.

The well site is currently undeveloped. It is approximately 3,600 square feet in area, located northeast of Eagle View Drive and White Moon Drive intersection in Morgan Hills, California. This project includes well development, pump selection, site development, well equipping, piping, electrical power, and associated controls for constructing a production well. The discharge piping from the new well will connect to the existing 12-inch water main on Eagle View Drive including a valve cluster. The wellhead will be constructed on a concrete pedestal, within an enclosed CMU control building that will house the pump controls.

The project will be developed in to two phases with two sets of contract documents:

1. Phase I includes drilling, developing, and testing the water quality for the production well. The data obtained during this phase will inform the design of Phase II. HydroScience will prepare plans, specifications, and estimates for drilling a well, pump selection and water quality testing based on the results from the Test Hole report. A Preliminary Design Report (PDR) will be issued with recommendations for Phase II
2. Phase II includes well equipping, piping, site development, building, hypochlorite dosing, electrical and controls. HydroScience will prepare plans, specifications, and estimate for well equipment, piping, site development, CMU building, chemical treatment, electrical and controls, and provide engineering services during construction.

HydroScience proposes to design the well facilities, the mechanical facilities required to equip a production well of up to 800 gpm capacity, including chlorination facilities for disinfection, and engineering services during construction (ESDC). The following is the project approach for the two-phase project:

Phase I – Well Drilling:

HydroScience will prepare plans, specifications, and estimates (PSE) to drill, develop, and test the well, providing the information required for pump selection for a production well. Per the Test Hole report, the water quality met all primary and secondary standards for drinking water. The test hole detected haloacetic acids, perchlorate and 2,3,7,8-TCDD (TCDD), however all were below the detection threshold of Minimum Contamination Levels (MCLs). This is consistent with other City wells in the vicinity of the Eagle View Well site.

The following are the key project elements under Phase I:

1. Develop PSE to drill, develop, and test the well. The downhole was designed by L&S. HydroScience will prepare specifications based on this design.
2. Provide ESDC including bidding assistance for Phase I
3. Prepare a PDR to summarize the chemical treatment, pump selection, design criteria, and development of the Phase II project.

As part of this phase, HydroScience will evaluate the need for temporary sound attenuating features as recommended in the Test Hole Report. HydroScience will include the appropriate requirements for sound attenuation in the project specifications.

Phase II – Well Equipping:

It is anticipated that a deep-well vertical turbine pump will be used for this application. During the preliminary design phase, HydroScience will estimate the size and select the pump and motor that best fits the City's pumping needs. The final pump design points will be determined based on the pump tests on the production well, Phase I results and PDR, and distribution systems hydraulics (data provided by City) and will be incorporated into the project drawings submittal.

A permanent standby generator is assumed to not be required by the City due to the smaller size of the facility. Our design will include a connection for a portable generator and a Manual Transfer Switch (MTS). The well pump and electrical equipment (VFD, panels etc.) will be housed in a CMU building as acceptable to the City.

A new 8-inch discharge pipeline from the new well will connect in to the existing 12-inch distribution main with new valve cluster on Eagle View drive. The alignment of the piping will consider future maintenance access to the well and will include a sampling port, metering and valving on the above grade discharge pipeline in the well building. The new site will be fenced and have an access gate. The facility will be configured to provide adequate maintenance access to the extent feasible on this narrow site. The layout will be coordinated with the City's engineering and operations & maintenance (O&M) staff. The site will be graded around the proposed well for drainage and will be designed to meet the City's small MS4 permit requirements.

It is assumed that the pumped ground water will require on-site chemical treatment (chlorination) using liquid sodium hypochlorite. Per our initial review, the chemical usage will be limited, and a

smaller footprint chemical storage room will be required. The design of chemical storage, handling and dosing facilities are included in this scope of work.

The following are the key project elements under Phase II:

1. A new vertical turbine pump and motor for an estimated capacity of 800 gallons per minute (gpm) capacity, driven by a new, programmable, variable frequency drive (VFD) designed to meet the City's pumping needs.
2. The new CMU building includes a wellhead, new VFD, Motor Control Center (MCC), and electric service meter. The building will include lighting, removable skylight over the pump, chemical room, HVAC suitable for maintaining equipment environmental requirements, and floor drains.
3. The new 8-inch discharge pipe will connect with the existing 12-inch water main on Eagle View Drive. Sewer and storm drain connections from the site will connect with the utilities in the adjacent roadway. A well startup discharge connection will be included at the storm drain connection with a required air gap.
4. A new electrical power connection, transformer, and coordination with PG&E is included. Provision for connecting to a portable diesel generator and a Manual Transfer Switch (MTS) is included. MTS will have an interlock to shut off the portable generator when main power is re-established after a disruption.
5. Provide radio-based telemetry between the new well and the City's Control Center (SCADA). A radio study is assumed to not be necessary.
6. Site development design including grading, drainage, paving, access gate and fencing, neighborhood friendly landscaping features, and lighting for maintenance.

Staff

Jigar Shah is a Senior Project Manager at HydroScience and has over 23 years of mechanical pumping and pipeline design and related project management experience. He will be the Project Manager for your project.

Bill Slenter will serve as the Principal-in-Charge of this project. He will be the City's contractual point of contact and a backup to Jigar. Bill will ensure that contractual and quality control requirements are met and that adequate resources are assigned at all times.

The team organizational chart is provided below, and brief bios follow. Additional details including complete resumes are available upon request.

Team Bios

Bill Slenter, PE. Principal-in-Charge. Bill brings 32 years of experience in the planning, design, and rehabilitation of a wide range of water and wastewater facilities, including involvement in three other projects for the City. As a principal of HydroScience, he will oversee the project, allocate resources as necessary, and serve as an alternate point-of-contact for the City.

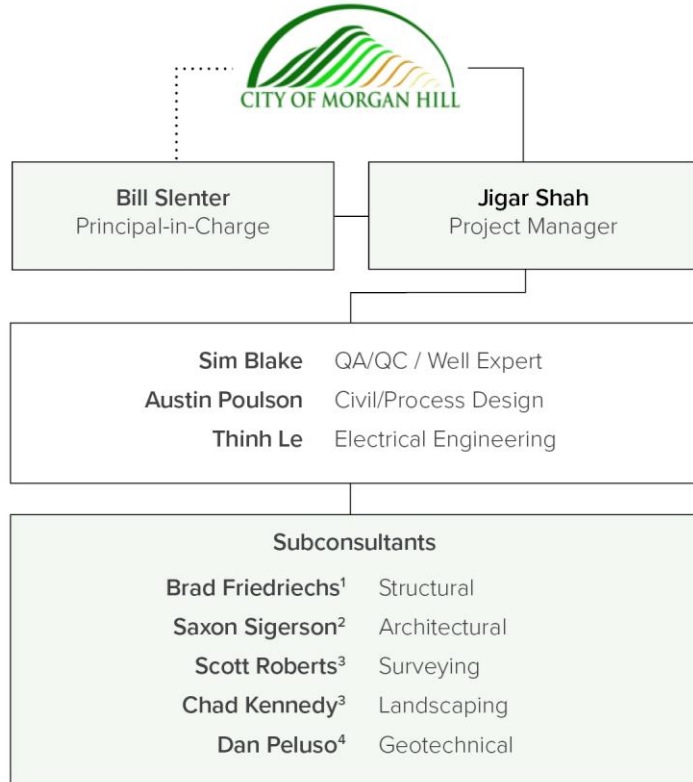
Jigar Shah, PE. Project Manager. Jigar has 23 years of experience in the planning, design, rehabilitation and construction management of water, wastewater and recycled water projects. He will be responsible for overall project delivery, scope, and project management. He will be the City's main point of contact and will be involved in day-to-day project activities, providing the vision the project requires and working with key personnel to ensure the project's overall success.

Sim Blake, PE. QA/QC / Well Expert. Sim is a licensed Grade T4 Water Operator with 34 years of experience in planning, design, and construction management of conventional and advanced surface water treatment plants, water tanks, wells, pump stations, and numerous pipeline projects. A Principal with HydroScience, Sim has special expertise in well design and has provided quality control on all HydroScience's significant well projects.

Austin Poulson, Civil/Process Design. Austin has 9 years of engineering design experience, including the design of water and wastewater treatment systems, pump stations, pipelines, wells, water storage tanks, site drainage, grading and paving, and fire protection systems. Austin's capabilities include site civil design in AutoCAD Civil3D and encompass grading, paving, drainage, and design of retention basins.

Thinh Le, PE. Electrical Engineering. Thinh is an electrical, instrumentation and controls engineer with 21 years of experience on a variety of water and wastewater projects. Thinh has an extensive working knowledge of electrical project development including analysis, SCADA systems, network and communication security, industrial automation controls, emergency and standby power, and electrical power systems.

Project Team Organization



1 VE Solutions | 2 Sigerson Architects | 3 O'Dell Engineering
4 Cal Engineering & Geology

VE Solutions, Structural. VE Solutions is a full-service structural engineering firm located in Sacramento. The firm designs cost-effective engineering solutions for steel, concrete, prestressed concrete, masonry and wood buildings and structures, as well as rehabilitation of existing damaged structures. VE Solutions has completed more than 300 projects for a wide variety of local and statewide clients, including dozens of projects with HydroScience.

Sigerson Architects, Architectural. Sigerson Architects, founded in 1999, is a one-person architectural firm based in Northern California that emphasizes an intensely collaborative process between client, architect and builder. HydroScience has a long, successful working relationship with Sigerson Architects.

O'Dell Engineering, Survey, Landscaping. Founded in 1994, O'Dell currently employs over 70 professionals in five Northern California offices. They will provide both Surveying and Landscape Design services for the project. O'Dell has worked with HydroScience on a wide range of water and wastewater infrastructure projects.

Haley & Aldrich Inc., Geotechnical. Haley & Aldrich Inc., (HAI) provides geotechnical services and related civil engineering (geo-civil) consulting and environmental services to public agency clients throughout California. HAI has offices in Walnut Creek, San José, Hayward and Oakland and accredited geotechnical testing laboratory in Hayward, California.

Scope of Work

The scope of work includes preparation of contract drawings and specifications to permit the City to bid and construct the improvements for Eagle View Well Improvement project. All deliverables will be provided in PDF format, along with native file formats (dwg, docx, xlsx) at the final deliverable stage. Hard copies are not included.

The following are the tasks and subtask details for each phase of the project.

Task 1 – Project Management and Coordination

This task covers both Phase I and II and includes the following elements:

Task 1.1 – Project Management and Communication

- Managerial oversight includes internal and subconsultants coordination of all project tasks, project administration, budget and schedule monitoring.
- Submit monthly project updates and invoices to the City outlining the status and schedule of the project.

Task 1.2 – Project Meetings

- Schedule and attend a project Kickoff meeting after issuance of Notice to Proceed. This meeting can be virtual or in-person.
- Additional two progress meetings/workshops will be held to correspond major milestones such as Preliminary Design Report of Phase I, and 75% submittal of Phase II. These meetings will be virtual.
- Informal project calls between the City staff and HydroScience will occur as required.

Task 1.3 – Quality Assurance/Quality Control

- Facilitate and complete HydroScience’s standard Quality Assurance/Quality Control (QA/QC) review process on all deliverables prior to submittal to the City.

Deliverables:

- Meeting agenda and notes for Kickoff and two progress meetings
- Monthly project updates and invoices
- QA/QC review incorporated in the design submittal.

Task 2 – Phase I Well Drilling

This phase includes the preparation of plans, specifications, and engineer’s estimate for the Phase I Well Drilling task. The development of the Preliminary Design Report (PDR) will occur in parallel and will include the development of a preliminary layout drawing in order to locate the production well on the site. Once well drilling and testing is complete, the test data collected by the well driller will be used to develop the well design and pump selection for the production well. The PDR will include design criteria, preliminary chemical system design, and well development recommendations. The following are the subtasks for this task:

Task 2.1 – Field Investigation

HydroScience will coordinate with the City’s point of contact to conduct a site reconnaissance and collect available data. The site reconnaissance will include site investigation, utility research, neighborhood layout, and maintenance access constraints. We assume this reconnaissance will happen on the day of the kickoff meeting.

Task 2.2 – Support Services

This subtask will include surveying and geotechnical services from our subconsultants.

Surveying:

- Provide a detailed survey of the project site including a portion of Eagle View Dr. where piping connections will be made. See Figure 1 for survey boundaries.
- Prepare a 1-foot contour topography map for the project site
- Locate surface-visible features and improvements including trees 6” in diameter or larger.
- Measure gravity pipe invert elevations in accessible structures.

Geotechnical:

- City to provide geotechnical design report for adjacent residential subdivision.
- Prepare a Geotechnical Design Report for the project site providing required design recommendations.



Figure 1: Survey Boundaries

Task 2.3 – Preliminary Design Report

The Preliminary Design Report (PDR) will consist of a Workshop, Technical Memorandum (TM) and Association for the Advancement of Cost Engineering (AACE) Class 4 Engineer's Cost Estimate. It includes the following:

- Drilling location, pump selection, well pump type/hydraulics and site layout
- Facility design criteria
- Pump/motor sizing, budgetary cost, and lead time
- Preliminary control description
- Outline of technical specifications
- 30% drawings (see list below)
- AACE Class 4 Engineer's Cost Estimate

HydroScience will conduct a design review workshop with the City to go over the findings of the TM and preliminary design. A meeting agenda, minutes, and decision log will be prepared by HydroScience and distributed to the City for review and approval. The intent of this workshop is to obtain consensus on major design issues such as the configuration of the new pump building, location of the VFD equipment, and the preliminary mechanical arrangement prior to progressing the Phase II submittal. City comments or issues will be identified and resolved at or following this meeting.

Task 2.4 – 30% Design Drawings – Full Project

The preliminary design drawings will incorporate comments and discussion from the PDR Workshop, preliminary design analysis, and subconsultant work for Phase I. The following are the drawing sheets anticipated to be included, all at a 30% level of completion:

- Civil site layout
- One-line diagram
- Electrical site plan
- P&ID

Task 2.5 – Well Drilling Bid Documents

The final design drawings for Phase I will incorporate comments and discussion from the PDR Workshop and 30% drawings for Phase I. The final bid set will consist of the following covering the well drilling component only:

- Well profile drawing and well details
- Final Technical Specifications
- Engineer's Cost Estimate

Deliverables:

- Geotechnical Engineering Report
- PDR TM – Draft and final
- Design Review Workshop meeting agenda and notes
- 30% Drawings (full project) and 100% Plans and Specifications, signed and stamped (well drilling only)

Task 3 – Phase II Well Equipping

Contract documents for Phase II Well Equipping will consist of a set of signed and stamped plans and technical specifications for the City to advertise. The contract documents will refer to City standard details and specifications, with special provisions added to the contract documents as

needed to meet the specific needs of the project. City front-end boilerplate specifications will be used and customized for the project. The design task will also include landscaping, structural, electrical and architectural sub-consultant plan sheets and technical specifications.

Contract documents will be delivered to the City at the 75% and 95% submittal, and final Bid Set completion levels for City review and comment. The following are the subtasks:

Task 3.1 – Support Services

This task includes specialty subconsultant services as follows:

Architectural Design:

- Limited architectural design of the approximately 30-ft x 30-ft SMU building
- Wood or cold-formed metal roof
- Skylight over the pumps
- Chemical room, climate control
- Provide architectural drawings and calculations to be incorporated with the Structural drawings
- Prepare technical specifications and cost estimates.

Structural Design:

- Concrete slab-on-grade design
- Prepare structural engineering plans and calculations for the building
- Prepare technical specifications and cost estimates.

Landscape Design:

- Conceptual plan for the site to meet project surroundings and City requirements
- Prepare irrigation design drawings
- Prepare planting design drawings
- Prepare technical specifications and cost estimates

The above scope of work will be incorporated in the 75%, 95% and bid document submittals of the project. The environmental services for the project will be provided by others. HydroScience will coordinate with the subconsultants to incorporate the design elements into the bid documents.

Task 3.2 – 75% Submittal

The 75% submittal will include layout drawings, P&IDs, electrical plans and single lines, standard details, list of proposed technical specifications, and a preliminary bid table with estimated construction costs. HydroScience's Project Manager and Project Engineer will meet with City staff to review the submittal during a design review meeting. Meeting agendas and minutes for the design review meetings will be prepared by HydroScience and distributed to the City for review and approval. These meetings are included in the budget for Task 1.

This submittal will be reviewed for QA/QC by a senior member of HydroScience staff who is not directly involved with the project design prior to delivering those submittals to the City.

Task 3.3 – 95% Submittal

The 95% submittal will include technical specifications and City-provided front-end documents that have been modified to meet the project needs. All drawing sheets will be included, and the design will be fully detailed to essentially a bid-ready level, subject to final review by the City.

This submittal will be reviewed for QA/QC by a senior member of HydroScience staff who is not directly involved with the project design prior to delivering those submittals to the City.

Task 3.4 – Bid Documents Submittal

The final submittal (bid documents) will consist of one PDF of specifications and drawings for printing and distribution by the City.

Deliverables:

- 75% design submittal with half-size drawings, contract documents, and engineer's cost estimate
- 95% design submittal with half-size drawings, contract documents, and engineer's cost estimate
- Bid-ready set in PDF including full size drawings, contract documents, stamped and signed, along with native files in Word and DWG formats.

Task 4 – Bid and Construction Support

HydroScience will provide assistance to the City during the bid and construction phase of Phase I and II of the project. Below is the breakdown of the services under this task for each phase of the project:

Task 4.1 – Bidding Services (Phase I)

The City will advertise the project and serve as the lead point-of-contact to bidding contractors. HydroScience will assist the City in evaluating bids received and will make recommendations on the award of the contract. HydroScience will address technical questions during the bidding period, and issue addenda as required. Services include:

- Response to bidder's technical questions
- Prepare a maximum of three (3) addenda
- Review and evaluation of submitted bids to assist the City in making a recommendation to the City Council

Task 4.2 – Engineering Services During Drilling

HydroScience will make up to one site visit during the drilling and well development process and attend up to two virtual meetings. Laboratory results submitted by the contractor will be reviewed. Based on the data collected during drilling, HydroScience will determine the final screen placement and screen size, and gravel pack size based on the formation sieve analysis. HydroScience will receive and respond to Contractor requests for information (RFI) during the drilling process. Services include:

- Review and response to maximum three (3) contractor's request for information (RFI)
- Review and approve maximum of ten (10) submittals.
- Attend in-person meetings and/or field visits of up to sixteen (16) total staff hours and up to three (3) separate trips to assist the City inspector in observing the well drilling activity and provide technical support where required

Task 4.3 – Bidding Services (Phase II)

The City will advertise the project and serve as the lead point-of-contact to bidding contractors. HydroScience will assist the City in evaluating bids received and making a recommendation to the City Council for award of the contract. HydroScience will address technical questions during the bidding period, and issue addenda as required. Services include:

- Attend pre-bid meeting, prepare agenda and notes
- Response to bidder's technical questions
- Prepare a maximum of three (3) addenda
- Review and evaluation of submitted bids to assist the City in making a recommendation to the City Council.

Task 4.4 – Engineering Services During Construction

HydroScience will provide office engineering services during construction of Phase II of the project to the City. Services include:

- Attend one (1) pre-construction meeting, prepare agenda and notes
- Attend in-person meetings and/or field visits of up to sixteen (20) total staff hours and up to four (4) separate trips to assist the City inspector in observing the pump testing activity and provide technical support where required including electrical and site inspections
- Join up to five (5) virtual meetings, 1 hour each
- Review 25 contractor submittals and resubmittals (total)
- Respond to up to 20 RFIs
- Assist with evaluation of up to three (3) change orders
- One site visit for observation of completed facilities and preparing a punch list
- Prepare record drawings per City's and contractor's markup drawings.

A preliminary budget is provided in the attached fee. HydroScience will meet with the City to adjust the labor budget based on the anticipated split of effort between HydroScience and the City.

Assumptions

1. It is assumed that the design improvements for Phase I will be based on the Test Hole report and HydroScience will coordinate with the City to determine the desired improvements.
2. Boundary/right-of-way mapping; setting of new property corners or preparing Records of Survey; Title Reports, and construction staking are not anticipated in this scope of work and are therefore not included. HydroScience will prepare a topographic survey in AutoCAD format.
3. City to obtain California Department of Drinking Water (DDW) permit amendment, and HydroScience will assist the City by providing the needed project technical information.
4. A building permit is assumed to not be required.
5. District comments on each deliverable will be received as a single consolidated set of comments.
6. Only one round of revisions to the conceptual landscape plans to produce final landscape sheets is included.
7. Title 24 energy efficiency requirements are excluded.

Budget and Schedule

The total fee proposed for the Eagle View Well Site Improvement project including bid and construction phase support is \$379,590. We additionally recommend that the City establish a contingency budget of \$50,000 that would only be utilized if required to cover unanticipated changes. The total contract amount with contingency would be \$429,590.

A breakdown of the level of effort by task is shown in the attached table, and budgets for bidding and construction support are also separately included. Costs will be invoiced on a time-and-materials basis, up to the not-to-exceed budget to complete this scope of work. Invoices submitted for this project will document work performed during the invoiced time period in a bulleted list format as well as estimate the percent complete on each task.

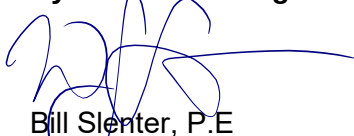
The estimated time of completion for the services described in the Scope of Work shall be approximately 270 calendar days from the date notice to proceed is issued by the City.

Preliminary Schedule

Task	Start Date	Finish Date
Notice-to-proceed	September 5, 2024	September 5, 2024
1.0 Project Management & Coordination	September 5, 2024	July 21, 2025
2.0 Phase I Well Drilling (Design)	September 5, 2024	January 21, 2025
3.0 Phase II Well Equipping (Design)	January 22, 2025	May 21, 2025
4.0 Bid and Construction Services	May 22, 2025	March 23, 2026

We look forward to working with the City staff on this important project. If you have any questions regarding this proposal, please contact Bill Slenter at either bslenter@hydroscience.com or (916) 605-6633.

Sincerely,
HydroScience Engineers, Inc.



Bill Slenter, P.E.
Principal

Cc: Jigar Shah, P.E., Senior Project Manager

Attachment: Fee Proposal

Task	Description	Bill Slenter, PIC	Sim Blake, QA/QC	Jigar Shah, Project Manager	Austin Poulson, Project Engineer	Thinh Le, Electrical Lead	Electrical Support	CAD Manager	Hours	Fee	ODCs	O'Dell Engineering - Survey	O'Dell Engineering - Landscape Architecture	VE Solutions - Structural & Architecture	Haley & Aldrich Inc., - Geotechnical	Expense Subtotal with Markup	Total Fee	Phase Totals
	Labor Classification	Princ	Princ	E-VI	E-IV	E-IX	E-III	CADM										
	Hourly Rate	\$305	\$305	\$253	\$233	\$292	\$215	\$160										
1.0	Project Management and Coordination																	\$22,792
1.1	Project Management & Communications			24					24	\$6,072						\$0	\$6,072	
1.2	Project Meetings	8		12	16	8			44	\$11,540	\$300					\$300	\$11,840	
1.3	QA/QC		16						16	\$4,880						\$0	\$4,880	
2.0	Phase I Well Drilling																	\$96,876
2.1	Field Investigation			6	8	8			22	\$5,718	\$100					\$100	\$5,818	
2.2	Support Services			4	8				12	\$2,876		\$12,800			\$14,421	\$28,582	\$31,458	
2.3	Preliminary Design Report	8		16	48	8	8		88	\$21,728						\$0	\$21,728	
2.4	30% Design Drawings (Full Project)			16	24	4	8	40	92	\$18,928						\$0	\$18,928	
2.5	Well Drilling Bid Documents		8	8	24	4	24	16	84	\$18,944						\$0	\$18,944	
3.0	Phase II Well Equipping																	\$157,867
3.1	Support Services			4	8				12	\$2,876			\$9,145	\$40,000		\$51,602	\$54,478	
3.2	75% Submittal			28	55	16	56	60	215	\$46,211						\$0	\$46,211	
3.3	95% Submittal	8		22	42	14	52	40	178	\$39,460						\$0	\$39,460	
3.4	Bid Documents		4	12	22	8	16	16	78	\$17,718						\$0	\$17,718	
	TOTAL BASE FEE	24	28	152	255	70	164	172	865	\$196,951	\$400	\$12,800	\$9,145	\$40,000	\$14,421	\$80,584	\$277,535	
4.0	Bidding and Construction Support																	\$102,055
4.1	Bidding Support (PhI)			4	8	4	4		20	\$4,904						\$0	\$4,904	
4.2	Engineering Services During Drilling (PhI)		12	12	32	8	16	8	88	\$21,208	\$1,400					\$1,400	\$22,608	
4.4	Bidding Support (PhII)			8	12	4	6	4	34	\$7,918	\$100					\$100	\$8,018	
4.5	Engineering Services During Construction (PhII)	4	12	40	90	12	52	26	236	\$54,814	\$1,400		\$4,320	\$5,500		\$11,711	\$66,525	
	TOTAL ESDC FEE	4	24	64	142	28	78	38	378	\$88,844	\$2,900	\$0	\$4,320	\$5,500	\$0	\$13,211	\$102,055	
	TOTAL PROPOSED FEE	28	52	216	397	98	242	210	1243	\$285,795	\$3,300	\$12,800	\$13,465	\$45,500	\$14,421	\$93,795	\$379,590	\$379,590

Recommended Contingency Budget:	\$50,000
Total Contract Amount with Contingency:	\$429,590

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

HYDROSCIENCE ENGINEERS, INC.
Standard Schedule of Estimated Billing Rates
Effective January 1, 2024 through December 31, 2024

Labor Classification	2024 Hourly Rate
Principal	\$305
Engineer IX	\$292
Engineer VIII	\$280
Engineer VII	\$265
Engineer VI	\$253
Engineer V	\$242
Engineer IV	\$231
Engineer III	\$215
Engineer II	\$204
Engineer I	\$187
Engineering Aide	\$110
Construction Professional VI	\$200
Construction Professional V	\$190
Construction Professional IV	\$180
Construction Professional III	\$170
Construction Professional II	\$150
Construction Professional I	\$140
Cross Connection Control Specialist	\$135
CAD Manager	\$160
CAD Designer	\$140
Marketing Professional	\$120
Administrative II	\$110
Administrative	\$95

Hourly billing rates include postage and telephone charges that are normal to the work authorized. Other direct costs for travel, reproduction, mail service, outside services, etc. will be invoiced at 110 percent of the actual cost. Rates for expert witness services shall be billed at the quoted rates plus \$50/hour.

EXHIBIT C
SCHEDULE OF PERFORMANCE

Preliminary Schedule

Task	Start Date	Finish Date
Notice-to-proceed	September 5, 2024	September 5, 2024
1.0 Project Management & Coordination	September 5, 2024	July 21, 2025
2.0 Phase I Well Drilling (Design)	September 5, 2024	January 21, 2025
3.0 Phase II Well Equipping (Design)	January 22, 2025	May 21, 2025
4.0 Bid and Construction Services	May 22, 2025	March 23, 2026

EXHIBIT D
Third Party Data Use Agreement

1. CONSULTANT agrees that it shall not use any information provided by CITY for any purpose other than for work performed pursuant to this Agreement without the prior express written consent of CITY. CONSULTANT also hereby acknowledges that the data delivered by CITY is for use by CONSULTANT only, and is not to be released to any other party by any means whatsoever, including the Internet, without prior written consent of CITY. CONSULTANT shall provide written notice to CITY of any subcontractor with whom Geographic Information System data (GIS DATA) is shared for purposes of performing work under this Agreement.
2. All data and files are intended for the use within the ordinary course of users' business and may not be sold, placed on the internet or otherwise provided to other parties. All data shall comply with all statutes such as California State Law, Government Code section 7928.205 which prohibits any state or local agency from posting the home address or telephone number of any "elected or appointed official," residing spouse, or child on the internet, and Revenue and Taxation Code sections 408, 408.1, 408.3, and 409 permitting the County Assessor to collect fees for certain information.
3. CITY, as rightful owners, shall retain all rights, title, interest, and copyright of the data. Any products using the GIS DATA must give credit to CITY as the source of the information. Any and all derivative products of the GIS DATA are owned by CITY and may not be used for any purpose other than performing work pursuant to this Agreement without prior written permission of CITY. All derivative products and resulting data shall be provided to CITY Project Manager and CITY GIS Manager at the completion of the work.
4. CONSULTANT and CITY understand and agree that the information provided pursuant to this Agreement is the product of professional services paid for by CITY and shall remain property of CITY. CONSULTANT may retain copies, including copies stored on magnetic media, only for information and reference, in connection with CONSULTANT'S use for work performed for CITY.
5. All of the above terms and conditions apply to any subcontractor retained by CONSULTANT.
6. In the event of a conflict between the terms and provisions of this Third Party Data Use Agreement and the terms and provisions of the CONSULTANT AGREEMENT, the terms of the CONSULTANT AGREEMENT shall govern and control.

DESCRIPTION

HydroScience

Luhdorff

FIRM QUALIFICATIONS

Reviewer 1	6	6
Reviewer 2	8	9
Reviewer 3	9	9

UNDERSTANDING

Reviewer 1	9	8
Reviewer 2	9	9
Reviewer 3	9	8

OTHER FACTORS

Reviewer 1	9	8
Reviewer 2	9	7
Reviewer 3	9	7

Totals	77	71
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CITY COUNCIL STAFF REPORT

MEETING DATE: August 28, 2024

PREPARED BY:

Cynthia Iwanaga, Management Analyst

APPROVED BY: City Manager

APPROVE SECOND AMENDMENT TO THE WEST COAST ARBORISTS, INC. MAINTENANCE SERVICE AGREEMENT TO INCREASE THE NOT TO EXCEED AMOUNT BY \$540,728 FOR A TOTAL AGREEMENT AMOUNT OF \$1,392,728

RECOMMENDATION(S)

1. Approve the Second Amendment to the Maintenance Service Agreement with West Coast Arborists, Inc. for \$540,728, for a total agreement amount of \$1,392,728, which includes increasing the annual amount of extra services to \$300,000;
2. Authorize the City Manager to execute and administer the Second Amendment to the Maintenance Service Agreement with West Coast Arborists, Inc; and
3. Authorize the City Manager to extend the term of the Agreement with West Coast Arborists, Inc. for up to two additional one-year terms.

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 Second Amendment to the City's Maintenance Service Agreement with West Coast Arborists, Inc. for tree maintenance services. If approved, the Second Amendment will extend the term of the Agreement by one year, and authorize the City Manager to extend the term for two additional one-year terms. The Second Amendment will increase the total amount of the Agreement by \$540,728 from \$852,000 to \$1,392,728.

The City has long contracted with tree maintenance specialty contractors for a variety of services including park tree maintenance, street tree grid pruning, tree removals, and

on-call emergency tree response services. The City's current agreement with West Coast Arborists, Inc. expires on September 30, 2024. The original amount of the agreement was \$652,000 for two years. On April 24, 2024, the first amendment increased the contract's amount by \$200,000 to \$852,000 due to emergency tree work including tree removals 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. This Second Amendment includes increasing the annual not-to-exceed amount for extra services from \$100,000 to \$300,000 per year for the additional year of service to allow for additional emergency tree work and tree removal during upcoming storm seasons.

Staff continues to be satisfied with the services provided by West Coast Arborists, Inc., and recommends that the City Council authorize the City Manager to execute the attached Second Amendment to Agreement. If the City Manager extends the term of this Agreement, the City Manager shall have the authority to increase the maximum compensation during that extended term period, subject to budget appropriation and provided maximum compensation allowed for the extended term does not exceed 105% of the maximum compensation for the immediately preceding prior year of service.

COMMUNITY ENGAGEMENT:

Inform

As tree maintenance services are a regular and expected City service, no efforts were made to inform the community about this proposed agreement. The actual tree maintenance work resulting from this agreement is shared via City communication tools, including "The Scoop," a weekly maintenance update on the City website, and various social media channels. Signs will be posted when tree maintenance services are performed that will impair access to the street or public sidewalks.

ALTERNATIVE ACTIONS:

The City Council could decline to approve the second 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 agreements for tree maintenance services for over a decade. The Council previously awarded the original agreement with West Coast Arborists, Inc. on September 28, 2022, and approved the first amendment on April 24, 2024.

FISCAL AND RESOURCE IMPACT:

If approved, the total funding authorization for this agreement will increase to \$1,392,728. Funding for 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. Sufficient budgetary appropriations exist within these

divisions to pay for the additional years' services, therefore no budget amendments are needed at this time.

CEQA (California Environmental Quality Act):

Categorical Exemption

The activities described in this Staff Report are categorically exempt under CEQA, specifically pursuant to Section 15301 (c) of the CEQA Guidelines (Existing Facilities), as the subject work involves the repair, maintenance or minor alteration of existing City facilities involving negligible or no expansion of use of those facilities.

SECOND AMENDMENT TO AGREEMENT WEST COAST ARBORISTS, INC.

This SECOND 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., 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 Second Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on August 28, 2024.
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 (\$652,000.000) ("MAINTENANCE SERVICE AGREEMENT").
3. The CITY and SERVICE PROVIDER entered into a "First Amendment to Agreement" made as of May 5, 2024, under which only the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to Eight Hundred Fifty-Two Thousand Dollars (\$852,000.00). The MAINTENANCE SERVICE AGREEMENT and the First Amendment thereto are attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

A. Paragraph 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement.** This Agreement shall be effective and cover services rendered from October 2, 2022, until September 30, 2025. The City Manager is authorized to extend the term of this Agreement for a maximum of two one-year extensions. Any such extension shall be in writing and signed by both parties to this Agreement."

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

"4.1. **Amount.** Compensation under this Agreement shall not exceed ONE MILLION THREE HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED TWENTY-EIGHT DOLLARS (\$1,392,728.00) and shall be billed based on the rate and basis set forth in **Exhibit B-2** as of the Effective Date of this Amendment. If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to SERVICE PROVIDER during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the extended term exceed 105% of the maximum compensation allowed to be paid to SERVICE PROVIDER for the immediately preceding prior year of service."

- C. Paragraph 4.2 shall be amended to have all references to “Exhibit B” be updated to reference the revised rates and basis set forth in **Exhibit B-2**, that is herein incorporated by this reference.

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

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

ATTEST:

CITY OF MORGAN HILL

Michelle Bigelow, City Clerk

Christina Turner, City Manager

Date: _____

Date: _____

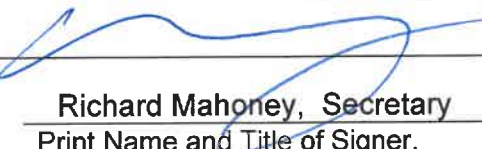
APPROVED AS TO FORM:
Donald A. Larkin, City Attorney

WEST COAST ARBORISTS, INC.

Date: _____

By: 
Title: **Patrick Mahoney, President**
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: **07/25/24**

By: 
Title: **Richard Mahoney, Secretary**
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: **07/25/24**

West Coast Arborist
Exhibit B-2
October 1, 2024-September 30, 2025
Contract Amount Summary

Item	Original Contract Amt.	FY 23-24 First Amendment Extra Services	FY 24-25 Second Amendment Increase by 2.8%
Street Tree Maintenance and Safety Pruning	89,000		91,492.00
Street Tree Grid Pruning	100,000		102,800.00
Park Tree Safety Pruning	25,000		25,700.00
Park Tree Grid Pruning	12,000		12,336.00
Other Extra Services	100,000	200,000	308,400.00
Original Contract: Total Annual Amt	326,000		
Original Contract: Total Two-Year Amt (10/22-9/24)	652,000		
First Amendment Total Amount		200,000	
First Amendment: Revised Contract Amount (5/23-9/24)		852,000	
Second Amendment Total Amount			540,728
Second Amendment: Revised Contract Amount (10/24-9/25)			1,392,728

West Coast Arborist
Exhibit B-2
October 1, 2024-September 30, 2025
Unit Pricing

Item	Description	Unit	Original Unit Price	Revised Unit Price w/ 2.8% Increase
1	Residential Grid and Park Pruning (small medium, and large trees)	Per Tree	94.00	96.63
2	Full Trim Based on Service or Special Requests			
A	0"-6" dbh (diameter at breast height)	Per Tree	94.00	96.63
B	7"-12 dbh	Per Tree	174.00	178.87
C	13"-18" dbh	Per Tree	274.00	281.67
D	19"-24" dbh	Per Tree	274.00	281.67
E	25" and over dbh	Per Tree	274.00	281.67
3-A	Complete Tree/Removal-Under 36" including stump/roots	Per DBH	45.00	46.26
3-B	Complete Tree/Removal-Over 36" including stump/roots	Per DBH	45.00	46.26
4	Stump Removal (including roots)	Per diameter inch	18.00	18.50
5-A	Tree Planting - 15 gallon tree with linear root barrier	Per Tree	325.00	334.10
5-B	Tree Planting - 15 gallon tree without root barrier	Per Tree	250.00	257.00
5-C	Tree Planting - 24 inch box tree with linear root barrier	Per Tree	495.00	508.86
6	Evaluations by certified arborist with verbal recommendations	Per Hour	119.00	122.33
7	Tree Watering (per half day)	Per 1/2 day	500.00	514.00
8	Crew Rental			
8-A	3-crew members with truck and equipment (regular time)	Hourly	300.00	308.40
8-B	3-crew members with truck and equipment (emergency response)	Hourly	360.00	370.08
9	Cost to Spread Arbor Mulch per square ft.	Per Square Ft	4.00	4.11

EXHIBIT 1

FIRST AMENDMENT TO AGREEMENT WEST COAST ARBORISTS, INC.

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on 5/5/2024 (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 April 24, 2024.
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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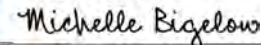
3. **Conflicts.** In the event of a conflict between the terms and provisions of this First Amendment to Agreement and the terms and provisions of the MAINTENANCE SERVICE AGREEMENT, the terms of this First Amendment to Agreement shall govern and control.

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:

DocuSigned by:



Michelle Bigelow, City Clerk

Date: 5/6/2024

APPROVED AS TO FORM:

DocuSigned by:

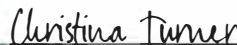


Donald Larkin, City Attorney

Date: 4/30/2024

CITY OF MORGAN HILL

DocuSigned by:



Christina Turner, City Manager

Date: 5/5/2024

WEST COAST ARBORISTS, INC.

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:

Ange Gonzalez

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) 1/2/31/2022

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 scarring 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



www.WCAINC.com

WEST COAST ARBORISTS, INC.

West Coast Arborists, Inc. is a leading provider of tree care services in the Southern California region. Our company has been in business for over 30 years and has a proven track record of providing high-quality service to our clients. We offer a wide range of services, including tree removal, pruning, and transplanting. Our team of experienced arborists is dedicated to providing the best possible service to our clients. We are proud to be a member of the International Society of Arboriculture (ISA) and the California Association of Professional Arborists (CAPA). We are also a member of the Southern California Nursery Association (SCNA). We are committed to providing the highest quality service to our clients and to the industry.

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: August 28, 2024

PREPARED BY:

Hilary Holeman, Administrative Analyst

APPROVED BY: City Manager

RATIFY CITY POSITION ON PENDING LEGISLATION, ASSEMBLY BILL 2557 (ORTEGA): LOCAL AGENCIES: CONTRACTS FOR SPECIAL SERVICES AND TEMPORARY HELP: PERFORMANCE REPORTS

RECOMMENDATION(S)

Ratify the City's opposing position on pending legislation, Assembly Bill 2557 (Ortega): Local Agencies: Contracts for Special Services and Temporary Help: Performance Reports.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Fostering a Positive Organizational Culture

Preserving and Cultivating Public Trust

2024-2025 Strategic Priorities

Fiscal Sustainability

REPORT NARRATIVE:

Per Resolution No. 20-010 (attachment 1), the City Council recognizes occasional situations arise where communication indicating support or opposition on pending State, County, or other regional boards' legislation or action that could be important and may occur prior to the next scheduled City Council meeting. Under these circumstances, the Mayor or City Manager is delegated the authority to prepare, execute and transmit written or verbal communications indicating a City's position when any of the following criteria are met: a) the League of California Cities, or a similar organization, has requested the City to comment or take a position, b) the timing to express a position occurs prior to the next scheduled Council meeting, or c) the pending State, County, or other regional boards' legislation or action clearly supports or clearly hinders the implementation or fulfillment of an adopted City Council Priority, Goal, or Strategy in a substantial manner such that it is in the best interest of the City to indicate its comment or position. When this occurs, a written report to the City Council for acceptance is required at the next possible meeting.

Assembly Bill 2557 authored by Assembly Member Ortega (attachment 2), mandates that any individual or entity entering into a special services contract exceeding \$100,000 with a city to perform functions currently, or within the last five years, performed by city

employees represented by an employee organization, must comply with extensive reporting requirements. This bill could discourage contractors from engaging in business with cities, potentially leading to increased costs and delays.

On August 7, 2024, the League of California Cities sent an Action Alert requesting cities to send letters of opposition prior to the Senate Appropriations Committee hearing on August 15, 2024. On August 12, 2024, the Mayor communicated the City's opposition to AB 2557 (attachment 3). On August 15, 2024, the bill was held on Suspense in Senate Appropriations and will not be moving forward.

COMMUNITY ENGAGEMENT:

Inform - this report serves to inform the Community of the City's position on pending legislation that may directly impact the City of Morgan Hill.

ALTERNATIVE ACTIONS:

The City Council could rescind the position taken.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

City Council periodically ratifies City positions on various pending State, County, or other regional board legislations or actions that have a direct impact on the City of Morgan Hill.

FISCAL AND RESOURCE IMPACT:

Tracking legislation is an activity included in the annual workplan of the City Manager's Office.

CEQA (California Environmental Quality Act):

Not a Project - administrative action/activity without an impact.

RESOLUTION NO. 20-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL AUTHORIZING THE MAYOR OR CITY MANAGER TO PREPARE, EXECUTE AND TRANSMIT COMMUNICATIONS INDICATING A POSITION ON PROPOSED STATE, COUNTY, OR OTHER REGIONAL BOARDS' LEGISLATION OR ACTION ON CERTAIN MATTERS THAT MAY HAVE IMPACTS UPON THE CITY IN CERTAIN CIRCUMSTANCES AND DIRECTING A REPORT BACK TO CITY COUNCIL ON ANY SUCH COMMUNICATIONS TRANSMITTED. (THIS RESOLUTION RESCINDS RESOLUTION NO. 6851)

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 indicate City's position on proposed legislation of the State of California and is sometimes requested to so indicate City's position on such legislation for the benefit of the City; and

WHEREAS, the reasons supporting the adoption of this Resolution are set forth in detail in that certain City Council Staff Report submitted for City Council consideration at its meeting of February 5, 2020, 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 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 meeting 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 activities allowed under this Resolution do not constitute a project under the provisions of California Environmental Quality Act of 1970; 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 prefers, whenever possible, that determinations on whether to take a position on pending State, County, or other regional boards' legislation or action be brought before the City Council as a whole for consideration and action. However, the City Council recognizes that occasional, limited situations arise where communications indicating support or opposition on pending State, County, or other regional boards' legislation or action that could be important to City are requested from cities within timeframes that have deadlines occurring prior to the next scheduled meeting of the City Council as a whole at which the City Council could consider and determine City's position on such pending legislation. For these reasons, the City Council does further resolve, order and/or direct as follows:

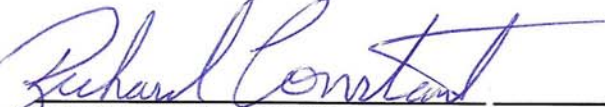
- a. That the Mayor and/or the City Manager is delegated authority to and is authorized to prepare, execute and transmit written or verbal communications indicating a City position on proposed pending State, County or other regional boards' legislation or action that may have impacts upon City when any of the following criteria are met:
 - i. The League of California Cities, or a successor or similar organization, has requested City comment or position on a piece of pending legislation or action, or the City has otherwise become aware of such pending legislation or action;
 - ii. A public hearing and an opportunity for City to comment or take a position upon such pending legislation or action is occurring in a timeframe and with a deadline to comment or express a position that occurs prior to the next scheduled meeting of the City Council at which the City Council could consider and determine City's comment or position on such pending legislation or action; or
 - iii. The pending legislation or action clearly supports or clearly hinders the implementation or fulfillment of an adopted City Council Priority, Goal or Strategy in a substantial manner such that it is in the best interests of City to indicate its comment or position on such pending legislation or action.
- b. That the Mayor and/or City Manager is hereby directed to provide a written report to the City Council for the Council's comment and acceptance at the City Council's next possible meeting whenever the Mayor or City Manager prepares, executes and transmits a communication indicating a comment or position on pending legislation or action pursuant to the authority delegated under this Resolution, which report shall include a copy of such pending legislation or action, and the comment or position transmitted.

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 5th day of February 2020 by the following vote:

AYES:	COUNCIL MEMBERS:	Yvonne Martinez Beltran, Rene Spring, John McKay, Larry Carr, Rich Constantine
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

APPROVED:



RICH CONSTANTINE, Mayor

ATTEST:



IRMA TORREZ, City Clerk

∞ CERTIFICATION ∞

I, Irma Torrez, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. 20-010, adopted by the City Council at the meeting held on the 5th day of February 2020.

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

DATE: 3/3/2020



Irma Torrez, CITY CLERK

AMENDED IN SENATE JULY 3, 2024
AMENDED IN SENATE JUNE 17, 2024
AMENDED IN SENATE JUNE 5, 2024
AMENDED IN ASSEMBLY MAY 16, 2024
AMENDED IN ASSEMBLY APRIL 25, 2024
AMENDED IN ASSEMBLY APRIL 8, 2024
AMENDED IN ASSEMBLY MARCH 21, 2024

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

ASSEMBLY BILL

No. 2557

Introduced by Assembly Member Ortega

February 14, 2024

An act to add Sections 31000.01, 31000.4.5, 37103.1, and 53060.01 to the Government Code, relating to local agencies.

LEGISLATIVE COUNSEL’S DIGEST

AB 2557, as amended, Ortega. Local agencies: contracts for special services and temporary help: performance reports.

(1) Existing law relating to the government of counties authorizes a county board of supervisors to contract for certain types of special services on behalf of the county, any county officer or department, or any district or court in the county. Existing law requires those special services contracts to be with persons who are specially trained, experienced, expert, and competent to perform those services.

This bill would require, as of July 1, 2025, each board of supervisors that solicits for and enters into a specified contract for special ~~services~~

services, except as specified, to post that contract and any related documents, as specified, on its internet website. The bill would require, as of July 1, 2026, each contract, as described above, to include, among other things, the objectives, desirables, and goals of the contract. The bill would require, before beginning a procurement process to contract for functions, duties, responsibilities, or services, as specified, the board of supervisors, or its representative, to give reasonable written notice to the exclusive employee representative of the workforce affected by the contract of its determination to begin that process. The bill would also require, at least 30 days before the modification or renewal of the above-described contract, the board of supervisors, or its representative, to notify, as specified, the exclusive employee representative of the workforce affected by the contract of the intent to modify or renew the contract.

(2) Existing law authorizes a county board of supervisors to contract with temporary help firms for temporary help to assist county agencies, departments, or offices during any peak load, temporary absence, or emergency other than a labor dispute, if the board determines that it is in the economic interest of the county to do so. Existing law limits the use of temporary help to no more than 90 days for any single peak load, temporary absence, or emergency situation.

This bill would impose requirements similar to those described in paragraph (1) for specified board contracts for temporary help.

(3) Existing law relating to the government of cities authorizes the legislative body of a city to contract with any specially trained and experienced person, firm, or corporation for special services and advice in financial, economic, accounting, engineering, legal, or administrative matters.

This bill would impose requirements similar to those described in paragraph (1) for specified city council contracts for special services.

(4) Existing law authorizes the legislative body of a public or municipal corporation or district to contract with persons performing special services in regard to financial, economic, accounting, engineering, legal, and administrative matters if those persons are specially trained and experienced and competent to perform the special services required.

This bill would impose requirements similar to those described in paragraph (1) for specified legislative body contracts for special services.

(5) The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair

and, therefore, apply to all counties and cities, including charter counties and charter cities.

(6) By imposing new duties on local government agencies, the bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes.

State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. The Legislature finds and declares all of the
2 following:

3 (a) Local governments are increasingly relying on private
4 contractors to provide public services customarily performed by
5 the civil service workforce.

6 (b) The delivery of quality public services and goods requires
7 a capable and efficient workforce who receives fair compensation.

8 (c) Transparent contracting processes allow for thorough public
9 scrutiny to ensure that quality services and goods are delivered to
10 California communities.

11 (d) There is a statewide interest in ensuring that public funds
12 are used effectively and ethically and that the replacement of
13 bargaining unit work with private contractors does not undermine
14 public employee relations.

15 SEC. 2. Section 31000.01 is added to the Government Code,
16 immediately following Section 31000, to read:

17 31000.01. (a) As of July 1, 2025, each board of supervisors
18 that solicits for and enters into a contract under Section 31000 for
19 functions that are currently, or were in the prior five years,
20 performed by employees of the county represented by an employee
21 organization, as defined in subdivision (a) of Section 3501, shall
22 post that contract and any related documents, including
23 performance reports that may be required by the contract, that are
24 subject to the California Public Records Act (Division 10

1 (commencing with Section 7920.000) of Title 1) on its internet
2 website.

3 (b) As of July 1, 2026, each contract with the board of
4 supervisors pursuant to Section 31000 for functions that are
5 currently, or were in the prior five years, performed by employees
6 of the county represented by an employee organization, as defined
7 in subdivision (a) of Section 3501, shall include all of the
8 following:

9 (1) The objectives, deliverables, and goals of the contract.

10 (2) A list of all financial expenditures associated with the
11 delivery of contracted services, including, but not limited to,
12 personnel costs, direct expenses, and indirect expenses, and their
13 corresponding deliverables.

14 (3) The number of each contractor's and subcontractor's
15 employees associated with the delivery of the contracted services,
16 organized by job category, and the number of each contractor's
17 and subcontractor's independent contractors associated with
18 delivery of the contracted services organized by job category.

19 (4) (A) The names of any subcontractors providing services
20 under the contract.

21 (B) The hourly rates, total compensation, and pay scales of
22 employees and independent contractors providing services under
23 the contract, organized by job classification.

24 (c) (1) Before beginning a procurement process to contract for
25 functions, duties, responsibilities, or services that are currently
26 performed or were in the previous five years performed by
27 employees of the county represented by an employee organization,
28 as defined in subdivision (a) of Section 3501, the board of
29 supervisors, or its representative, shall give reasonable written
30 notice to the exclusive employee representative of the workforce
31 affected by the contract of its determination to begin that process.

32 (2) A notification shall explain the proposed contract, the
33 justification for the contract, the expected length of the contract,
34 and the effect on represented classifications.

35 (3) This subdivision shall not apply in the event of an
36 emergency.

37 (d) At least 30 days before the modification or renewal of a
38 contract specified in subdivision (c), the board of supervisors, or
39 its representative, shall notify, in writing, the exclusive employee

1 representative of the workforce affected by the contract of the
2 intent to modify or renew the contract.

3 (e) The contract shall provide that all records provided to the
4 county by the contractor shall be subject to the California Public
5 Records Act (Division 10 (commencing with Section 7920.000)
6 of Title 1). In furtherance of this subdivision, contractors and any
7 subcontractors shall maintain records related to performance of
8 the contract that ordinarily would be maintained by the county in
9 performing the same functions.

10 (f) *This section shall not apply to any contracts that meet both*
11 *of the following criteria:*

12 (1) *A contract for an amount less than one hundred thousand*
13 *dollars (\$100,000).*

14 (2) *A contract to provide services for work not usually performed*
15 *by public employees.*

16 ~~(f)~~

17 (g) For purposes of this section, the following definitions apply:

18 (1) “Deliverables” means the agreed upon services set forth in
19 the contract, the expected rate of delivery, and the success of those
20 services.

21 (2) “Emergency” means a situation where immediate acquisition
22 is necessary for the protection of the public health, welfare, or
23 safety.

24 (3) “Total compensation” means the complete payment provided
25 to a contracted employee throughout the duration of the contract,
26 including, but not limited to, applicable hourly pay, overtime pay,
27 benefits, and retirement.

28 (4) “*Work not usually performed by public employees*” means
29 *a function or activity for which the employer has not had a*
30 *classification within the last five years prior to the initiation of the*
31 *contract whose duties include the function or activity.*

32 ~~(g)~~

33 (h) The provisions of this section are severable. If any provision
34 of this section or its application is held invalid, the invalidity shall
35 not affect other provisions or applications that can be given effect
36 without the invalid provision or application.

37 ~~(h)~~

38 (i) The Legislature finds and declares that ensuring that the
39 replacement of bargaining unit work with contracted employees
40 does not undermine public employee relations is a matter of

1 statewide concern for purposes of Section 4 of Article XI of the
2 California Constitution. Therefore, this section applies to all
3 counties, including charter counties.

4 (i)

5 (j) This section shall apply on and after January 1, 2025. These
6 amendments shall apply prospectively only and shall not be
7 construed, applied, or otherwise interpreted to have any effect on
8 or application to any contract entered into before January 1, 2025.

9 SEC. 3. Section 31000.4.5 is added to the Government Code,
10 immediately following Section 31000.4, to read:

11 31000.4.5. (a) As of July 1, 2025, each board of supervisors
12 that solicits for and enters into a contract under Section 31000.4
13 for functions that are currently, or were in the prior five years,
14 performed by employees of the county represented by an employee
15 organization, as defined in subdivision (a) of Section 3501, shall
16 post that contract and any related documents, including
17 performance reports that may be required by the contract, that are
18 subject to the California Public Records Act (Division 10
19 (commencing with Section 7920.000) of Title 1) on its internet
20 website.

21 (b) As of July 1, 2026, each contract exceeding 60 days with
22 the board of supervisors pursuant to Section 31000.4 for functions
23 that are currently, or were in the prior five years, performed by
24 employees represented by an employee organization, as defined
25 in subdivision (a) of Section 3501, shall include all of the
26 following:

27 (1) The objectives, deliverables, and goals of the contract.

28 (2) A list of all financial expenditures associated with the
29 delivery of contracted services, including, but not limited to,
30 personnel costs, direct expenses, and indirect expenses, and their
31 corresponding deliverables.

32 (3) The number of each contractor's and subcontractor's
33 employees associated with the delivery of the contracted services,
34 organized by job category, and the number of each contractor's
35 and subcontractor's independent contractors associated with the
36 delivery of the contracted services, organized by job category.

37 (4) (A) The names of any subcontractors providing services
38 under the contract.

1 (B) The hourly rates, total compensation, and pay scales of
2 employees and independent contractors providing services under
3 the contract, organized by job classification.

4 (c) (1) Before beginning a procurement process to contract for
5 functions, duties, responsibilities, or services that are currently
6 performed or were in the previous five years performed by
7 employees of the county represented by an employee organization,
8 as defined in subdivision (a) of Section 3501, the board of
9 supervisors, or its representative, shall give reasonable written
10 notice to the exclusive employee representative of the workforce
11 affected by the contract of its determination to begin that process.

12 (2) A notification shall explain the proposed contract, the
13 justification for the contract, the expected length of the contract,
14 and the effect on represented classifications.

15 (3) This subdivision shall not apply in the event of an
16 emergency.

17 (d) At least 30 days before the modification or renewal of a
18 contract specified in subdivision (c), the board of supervisors, or
19 its representative, shall notify, in writing, the exclusive employee
20 representative of the workforce affected by the contract of the
21 intent to modify or renew the contract.

22 (e) The contract shall provide that all records provided to the
23 county by the contractor shall be subject to the California Public
24 Records Act (Division 10 (commencing with Section 7920.000)
25 of Title 1). In furtherance of this subdivision, contractors and any
26 subcontractors shall maintain records related to performance of
27 the contract that ordinarily would be maintained by the county in
28 performing the same functions.

29 (f) *This section shall not apply to any contracts that meet both*
30 *of the following criteria:*

31 (1) *A contract for an amount less than one hundred thousand*
32 *dollars (\$100,000).*

33 (2) *A contract to provide services for work not usually performed*
34 *by public employees.*

35 (f)

36 (g) For purposes of this section, the following definitions apply:

37 (1) "Deliverables" means the agreed upon services set forth in
38 the contract, the expected rate of delivery, and the success of those
39 services.

1 (2) “Emergency” means a situation where immediate acquisition
2 is necessary for the protection of the public health, welfare, or
3 safety.

4 (3) “Total compensation” means the complete payment provided
5 to a contracted employee throughout the duration of the contract,
6 including, but not limited to, applicable hourly pay, overtime pay,
7 benefits, and retirement.

8 (4) *“Work not usually performed by public employees” means*
9 *a function or activity for which the employer has not had a*
10 *classification within the last five years prior to the initiation of the*
11 *contract whose duties include the function or activity.*

12 ~~(g)~~

13 (h) The provisions of this section are severable. If any provision
14 of this section or its application is held invalid, the invalidity shall
15 not affect other provisions or applications that can be given effect
16 without the invalid provision or application.

17 ~~(h)~~

18 (i) The Legislature finds and declares that ensuring that the
19 replacement of bargaining unit work with contracted employees
20 does not undermine public employee relations is a matter of
21 statewide concern for purposes of Section 4 of Article XI of the
22 California Constitution. Therefore, this section applies to all
23 counties, including charter counties.

24 ~~(i)~~

25 (j) This section shall apply on and after January 1, 2025. These
26 amendments shall apply prospectively only and shall not be
27 construed, applied, or otherwise interpreted to have any effect on
28 or application to any contract entered into before January 1, 2025.

29 SEC. 4. Section 37103.1 is added to the Government Code,
30 immediately following Section 37103, to read:

31 37103.1. (a) As of July 1, 2025, each legislative body that
32 solicits for and enters into a contract under Section 37103 for
33 functions that are currently, or were in the prior five years,
34 performed by employees of the city represented by an employee
35 organization, as defined in subdivision (a) of Section 3501, shall
36 post that contract and any related documents, including
37 performance reports that may be required by the contract, that are
38 subject to the California Public Records Act (Division 10
39 (commencing with Section 7920.000) of Title 1) on its internet
40 website.

1 (b) As of July 1, 2026, each contract with the legislative body
2 pursuant to Section 37103 for functions that are currently, or were
3 in the prior five years, performed by employees of the city
4 represented by an employee organization, as defined in subdivision
5 (a) of Section 3501, shall include all of the following:

6 (1) The objectives, deliverables, and goals of the contract.

7 (2) A list of all financial expenditures associated with the
8 delivery of contracted services, including, but not limited to,
9 personnel costs, direct expenses, and indirect expenses, and their
10 corresponding deliverables.

11 (3) The number of each contractor's and subcontractor's
12 employees associated with the delivery of the contracted services,
13 organized by job category, and the number of each contractor's
14 and subcontractor's independent contractors associated with the
15 delivery of the contracted services, organized by job category.

16 (4) (A) The names of any subcontractors providing services
17 under the contract.

18 (B) The hourly rates, total compensation, and pay scales of
19 employees and independent contractors providing services under
20 the contract, organized by job classification.

21 (c) (1) Before beginning a procurement process to contract for
22 functions, duties, responsibilities, or services that are currently
23 performed or were in the previous five years performed by
24 employees of the city represented by an employee organization,
25 as defined in subdivision (a) of Section 3501, the legislative body,
26 or its representative, shall give reasonable written notice to the
27 exclusive employee representative of the workforce affected by
28 the contract of its determination to begin that process.

29 (2) A notification shall explain the proposed contract, the
30 justification for the contract, the expected length of the contract,
31 and the effect on represented classifications.

32 (3) This subdivision shall not apply in the event of an
33 emergency.

34 (d) At least 30 days before the modification or renewal of a
35 contract specified in subdivision (c), the legislative body, or its
36 representative, shall notify, in writing, the exclusive employee
37 representative of the workforce affected by the contract of the
38 intent to modify or renew the contract.

39 (e) The contract shall provide that all records provided to the
40 city by the contractor shall be subject to the California Public

1 Records Act (Division 10 (commencing with Section 7920.000)
2 of Title 1). In furtherance of this subdivision, contractors and any
3 subcontractors shall maintain records related to performance of
4 the contract that ordinarily would be maintained by the county in
5 performing the same functions.

6 *(f) This section shall not apply to any contracts that meet both*
7 *of the following criteria:*

8 *(1) A contract for an amount less than one hundred thousand*
9 *dollars (\$100,000).*

10 *(2) A contract to provide services for work not usually performed*
11 *by public employees.*

12 ~~(f)~~

13 *(g) For purposes of this section, the following definitions apply:*

14 *(1) "Deliverables" means the agreed upon services set forth in*
15 *the contract, the expected rate of delivery, and the success of those*
16 *services.*

17 *(2) "Emergency" means a situation where immediate acquisition*
18 *is necessary for the protection of the public health, welfare, or*
19 *safety.*

20 *(3) "Total compensation" means the complete payment provided*
21 *to a contracted employee throughout the duration of the contract,*
22 *including, but not limited to, applicable hourly pay, overtime pay,*
23 *benefits, and retirement.*

24 *(4) "Work not usually performed by public employees" means*
25 *a function or activity for which the employer has not had a*
26 *classification within the last five years prior to the initiation of the*
27 *contract whose duties include the function or activity.*

28 ~~(g)~~

29 *(h) The provisions of this section are severable. If any provision*
30 *of this section or its application is held invalid, the invalidity shall*
31 *not affect other provisions or applications that can be given effect*
32 *without the invalid provision or application.*

33 ~~(h)~~

34 *(i) The Legislature finds and declares that ensuring that the*
35 *replacement of bargaining unit work with contracted employees*
36 *does not undermine public employee relations is a matter of*
37 *statewide concern rather than a municipal affair as that term is*
38 *used in Section 5 of Article XI of the California Constitution.*
39 *Therefore, this section applies to all cities, including charter cities.*

40 ~~(i)~~

(j) This section shall apply on and after January 1, 2025. These amendments shall apply prospectively only and shall not be construed, applied, or otherwise interpreted to have any effect on or application to any contract entered into before January 1, 2025.

SEC. 5. Section 53060.01 is added to the Government Code, immediately following Section 53060, to read:

53060.01. (a) As of July 1, 2025, each legislative body that solicits for and enters into a contract under Section 53060 for functions that are currently, or were in the prior five years, performed by employees of the corporation or district represented by an employee organization, as defined in subdivision (a) of Section 3501, shall post that contract and any related documents, including performance reports that may be required by the contract, that are subject to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) on its internet website.

(b) As of July 1, 2026, each contract with a legislative body pursuant to Section 53060 for functions that are currently, or were in the prior five years, performed by employees of the corporation or district represented by an employee organization, as defined in subdivision (a) of Section 3501, shall include all of the following:

- (1) The objectives, deliverables, and goals of the contract.
- (2) A list of all financial expenditures associated with the delivery of contracted services, including, but not limited to, personnel costs, direct expenses, and indirect expenses, and their corresponding deliverables.
- (3) The number of each contractor's and subcontractor's employees associated with delivery of the contracted services, organized by job category, and the number of each contractor's and subcontractor's independent contractors associated with delivery of the contracted services, organized by job category.
- (4) (A) The names of any subcontractors providing services under the contract.
- (B) The hourly rates, total compensation, and pay scales of employees and independent contractors providing services under the contract, organized by job classification.

(c) (1) Before beginning a procurement process to contract for functions, duties, responsibilities, or services that are currently performed or were in the previous five years performed by employees of the corporation or district represented by an employee

1 organization, as defined in subdivision (a) of Section 3501, the
2 legislative body, or its representative, shall give reasonable written
3 notice to the exclusive employee representative of the workforce
4 affected by the contract of its determination to begin that process.

5 (2) A notification shall explain the proposed contract, the
6 justification for the contract, the expected length of the contract,
7 and the effect on represented classifications.

8 (3) This subdivision shall not apply in the event of an
9 emergency.

10 (d) At least 30 days before the modification or renewal of a
11 contract specified in subdivision (c), the legislative body, or its
12 representative, shall notify, in writing, the exclusive employee
13 representative of the workforce affected by the contract of the
14 intent to modify or renew the contract.

15 (e) The contract shall provide that all records provided to the
16 legislative body by the contractor shall be subject to the California
17 Public Records Act (Division 10 (commencing with Section
18 7920.000) of Title 1). In furtherance of this subdivision, contractors
19 and any subcontractors shall maintain records related to
20 performance of the contract that ordinarily would be maintained
21 by the county in performing the same functions.

22 (f) *This section shall not apply to any contracts that meet both*
23 *of the following criteria:*

24 (1) *A contract for an amount less than one hundred thousand*
25 *dollars (\$100,000).*

26 (2) *A contract to provide services for work not usually performed*
27 *by public employees.*

28 (f)

29 (g) For purposes of this section, the following definitions apply:

30 (1) “Deliverables” means the agreed upon services set forth in
31 the contract, the expected rate of delivery, and the success of those
32 services.

33 (2) “Emergency” means a situation where immediate acquisition
34 is necessary for the protection of the public health, welfare, or
35 safety.

36 (3) “Total compensation” means the complete payment provided
37 to a contracted employee throughout the duration of the contract,
38 including, but not limited to, applicable hourly pay, overtime pay,
39 benefits, and retirement.

1 (4) *“Work not usually performed by public employees” means*
2 *a function or activity for which the employer has not had a*
3 *classification within the last five years prior to the initiation of the*
4 *contract whose duties include the function or activity.*

5 ~~(g)~~

6 (h) The provisions of this section are severable. If any provision
7 of this section or its application is held invalid, the invalidity shall
8 not affect other provisions or applications that can be given effect
9 without the invalid provision or application.

10 ~~(h)~~

11 (i) The Legislature finds and declares that ensuring that the
12 replacement of bargaining unit work with contracted employees
13 does not undermine public employee relations is a matter of
14 statewide concern rather than a municipal affair as that term is
15 used in Section 5 of Article XI of the California Constitution and
16 for purposes of Section 4 of Article XI of the California
17 Constitution. Therefore, this section applies to all cities and all
18 counties, including charter cities and charter counties.

19 ~~(i)~~

20 (j) This section shall apply on and after January 1, 2025. These
21 amendments shall apply prospectively only and shall not be
22 construed, applied, or otherwise interpreted to have any effect on
23 or application to any contract entered into before January 1, 2025.

24 SEC. 6. If the Commission on State Mandates determines that
25 this act contains costs mandated by the state, reimbursement to
26 local agencies and school districts for those costs shall be made
27 pursuant to Part 7 (commencing with Section 17500) of Division
28 4 of Title 2 of the Government Code.

O



August 12, 2024

The Honorable Liz Ortega
1021 O Street, Room 5120
Sacramento, CA 95814

**Re: AB 2557 (Ortega): Local Agencies: Contracts for Special Services and Temporary Help:
Performance Reports (As amended 7/3/24)
OPPOSE**

Dear Assembly Member Ortega,

The City of Morgan Hill must respectfully oppose AB 2557, a bill related to contracting by local agencies. AB 2557 is overly burdensome and inflexible, which will likely result in worse outcomes for vulnerable communities and diminished local services for our residents.

Broad application has costly implications. The City of Morgan Hill relies in part on contractors to provide a variety of programs and services. Given our current workforce shortages, it would be difficult to provide these services without their capable assistance. The requirements will also exacerbate already demanding caseloads and workloads for our existing staff and increase city costs.

Making private employee data subject to the California Public Records Act deters effective partnerships with the private sector. This bill would require anyone who enters a special services contract over \$100,000 in value with a city to perform functions that are currently, or were in the prior five years, performed by city employees represented by an employee organization to post the contract and any related documents, including any required performance reports on their website. This is an expensive endeavor that would require considerable investment in IT infrastructure and staff for our city.

Additionally, AB 2557 requires contractors to provide information about employees and retain records. This private employee data would be accessible to any member of the public. Public employee data subject to the CPRA has resulted in data mining for profit, as well as subjecting employees to harassment and threats.

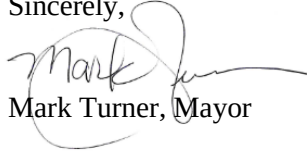
Local agencies are already subject to statutory limitations on contracting. Cities are already subject to the statutory provisions of the Meyers-Milias-Brown Act and related state law provisions. Local agencies cannot contract out work currently performed by bargaining unit employees simply to save money and most contracting-out decisions are already subject to meet-and-confer requirements. All the issues the bill seeks to address are better addressed at the bargaining table where local conditions can be appropriately considered.

Unclear terminology creates confusion and invites disputes. We remain concerned that the notification timeframes provided are impractical. While the bill includes the requirement for a “reasonable” notification to the employee representative, we are unclear as to what exactly this requirement means. Further, the emergency exemption provided in the bill appears to only apply to portions of the notice provisions. Local agencies are first responders and need flexible and accessible means for contracting with clear understanding of what is required prior to doing so.

AB 2557 represents a sweeping change to the fundamental work of local governments, but we are unaware of a specific problem that this measure would resolve or prevent. The bill will not improve services, reduce costs, or protect employees.

For these reasons, the City of Morgan Hill respectfully opposes AB 2557.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Turner", with a stylized flourish extending from the end.

Mark Turner, Mayor

Cc: The Honorable Senator John Laird

Samantha Caygill, Regional Public Affairs Manager, League of California Cities, scaygill@calcities.org

Meg Desmond, League of California Cities, cityletters@cacities.org

CITY COUNCIL STAFF REPORT

MEETING DATE: August 28, 2024

PREPARED BY:

Dat Nguyen, Finance Director

APPROVED BY: City Manager

RATIFY THE CITY MANAGER'S EXECUTION OF THE FIRST AMENDMENT TO AGREEMENT WITH THE COUNTY OF SANTA CLARA TO PROVIDE THE CITY WITH FUNDING FOR EMERGENCY MEDICAL SERVICES

RECOMMENDATION(S)

Ratify the City Manager's execution of the first amendment to the agreement with the County of Santa Clara to provide funding for the City of Morgan Hill to purchase Emergency Medical Services supplies and equipment.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Supporting our Youth, Seniors, and Entire Community

2024-2025 Strategic Priorities

Fiscal Sustainability

Healthy Community

REPORT NARRATIVE:

In 2023, the City entered into an agreement with the County of Santa Clara for the County to provide funding for the City for the purchase of Emergency Medical Services (EMS) supplies and equipment in the amount of \$43,013. The agreement requires the City to complete the purchase by December 31, 2024.

In July 2024, the County sought to amend the agreement to extend the term through March 31, 2025 and increase the maximum funding to the City to \$63,992. The first amendment to the agreement was finalized in August 2024, during the Council summer recess. Staff is recommending the City Council ratify the City Manager's execution of the first amendment to the agreement with the County of Santa Clara to provide funding for the City to purchase EMS supplies and equipment.

COMMUNITY ENGAGEMENT:

Inform

This staff report serves to inform the community of the first amendment to the agreement with the County of Santa Clara to provide funding to the City for the purchase of EMS supplies and equipment.

ALTERNATIVE ACTIONS:

Not Applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

None

FISCAL AND RESOURCE IMPACT:

There is no fiscal impact to the City as the County would reimburse the City for the purchase of EMS supplies and equipment.

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.

FIRST AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND CITY OF MORGAN HILL

The Agreement (“Agreement”) entered into effective October 31, 2023, by and between the County of Santa Clara, a political subdivision of the State of California dba County of Santa Clara Health System (“County” and/or “Health System”), and City of Morgan Hill (“Contractor” and/or “Provider”), to provide funding for Emergency Medical Services (“EMS”) data system support and active shooter supplies, is hereby amended as set forth below, effective August 1, 2024 (“First Amendment”).

Background

The purpose of this First Amendment is to extend the term, add additional funds, update County provisions, and update the scope of service.

The Agreement is amended as follows:

1. Section 2. Term, is revised to read as follows:

This Agreement is effective from October 31, 2023 through March 31, 2025, unless terminated in accordance with Section 6.

2. Section 3. Compensation and Payment, subsection 3.5, is revised to read as follows:

3.5 The maximum financial obligation for all services provided under this Agreement shall not exceed \$63,991.77 for the term of the Agreement. The County does not guarantee any minimum compensation payable under this Agreement.

3. Section 20. Conflict of Interest, is revised to read as follows:

20. Conflicts of Interest; Political Reform Act

Contractor shall comply, and require its employees, agents, and subcontractors to comply, with all (1) applicable requirements governing avoidance of impermissible client conflicts; and (2) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et seq., the California Political Reform Act (California Government Code section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. Contractor, including but not limited to contractor's employees, agents, and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, who could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County. Contractor shall ensure that all such individuals identified pursuant to this paragraph understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable conflict of interest and disclosure laws and regulations, and shall file Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

4. Section 34. Levine Act Compliance, is added to read as follows:

34. Levine Act Compliance

Contractor will comply, and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 –

18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Contractor agrees to submit disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

5. **Add Exhibit A-1: Scope of Service**, which is attached hereto and incorporated herein by this reference.
6. **Replace Exhibit B: Insurance Requirements with Exhibit B-1: Insurance Requirements**, which is attached hereto and incorporated herein by this reference.

Except as set forth herein, all other terms and conditions of the Agreement as amended by this First Amendment shall remain in full force and effect; provided, however in the event of any conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall control. Capitalized terms not otherwise defined herein shall have the same meanings assigned to them in the Agreement.

The Agreement, as amended by this First Amendment constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior oral and written agreements, representations and understandings between the parties concerning such subject matter.

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This First Amendment may be executed by the parties in any number of separate counter parts, each of which shall be deemed an original and all of which, taken together shall be deemed to constitute one and the same instrument.

INTENDING TO BE BOUND HEREBY, the parties have caused their authorized representatives to execute this First Amendment in duplicate originals as set forth below:

COUNTY OF SANTA CLARA

DocuSigned by:
Irene Shen 8/6/2024
DFFE2FD5E1C7425...
For Matthew Hada Date
Director of Procurement or designee
County of Santa Clara Procurement Dept

Approved by:

DocuSigned by:
Jackie Lowther 7/10/2024
399DC0A81FF04A4...
On behalf of Jackie Lowther Date
Director, Emergency Medical Services Agency
County of Santa Clara Health System

Approved by:

DocuSigned by:
Jonh Mills 7/10/2024
1EC2B4BD820B48...
Jonh Mills Date
Deputy County Executive
County of Santa Clara Health System

Approved by:

DocuSigned by:
Vinod Sharma 7/10/2024
494D2C6946AD48B...
Vinod K. Sharma Date
Chief Financial Officer
County of Santa Clara Health System

Approved as to Form and Legality:

DocuSigned by:
Wesley Dodd 7/10/2024
9BA7F1608BBD485...
Wesley Dodd Date
Deputy County Counsel

CONTRACTOR

DocuSigned by:
Christina Turner 7/9/2024
6D0198AF549944D...
Christina Turner Date
City Manager
City of Morgan Hill

Approved as to Form and Legality:

DocuSigned by:
Donald Larkin 7/8/2024
45E6F0273EA2464...
Donald Larkin Date
City Attorney
City of Morgan Hill

EXHIBIT A-1

Scope of Service

A. Project Areas

1. Advanced Life Support (ALS) Simulation Training Equipment:
Funds may be used to reimburse the Provider for costs associated with the purchase of approved (Isimulate) ALS Training Equipment. To receive reimbursement, Provider shall:
 - 1.1 Procure approved ALS Simulation Manikin, that will be capable of presenting various types of medical emergencies routinely cared for by EMS Providers.
 - 1.2 Purchases may consist of approved manikin, related software, storage case, training, technical support, battery chargers and external power supply. Such purchases must be preapproved by the County.
 - 1.3 Be responsible for recurring costs related to equipment maintenance and replacements.
 - 1.4 Place into service any equipment purchased pursuant to this Agreement no later than March 31, 2025.

B. Performance Standards

1. EMS Agency will verify that by March 31, 2025, equipment has been purchased by the requirements of this Scope of Service.
2. On or before February 28, 2025, Provider shall provide documentation, sufficient to show compliance with the requirements outlined in this Scope of Service.
3. Santa Clara County EMS Agency may conduct an onsite audit to ensure that the equipment was purchased according to the specifications of this Agreement.

C. Budget

Project Area	Project Area Name	Amount
1	ALS Simulation Training Equipment	\$20,979.20
Total:		\$20,979.20

Exhibit B-1
INSURANCE REQUIREMENTS FOR STANDARD SERVICE CONTRACTS
BETWEEN \$50,001 AND \$100,000

Indemnity

Notwithstanding any other provision of this Agreement, Contractor shall indemnify, release, hold harmless, and defend, with counsel approved by County of Santa Clara (hereinafter "County"), County and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by Contractor and/or its officers, agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County as allowed by law. Contractor shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which Contractor contests its obligation to indemnify, defend, and/or hold harmless County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$1,000,000
- c. Products/Completed Operations aggregate - \$1,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

CITY COUNCIL STAFF REPORT

MEETING DATE: August 28, 2024

PREPARED BY:

Jennifer Carman, Development Services Director

APPROVED BY: City Manager

APPEAL (AAE2024-0004) OF DEVELOPMENT SERVICES DIRECTOR DECISION ON SR2024-0007 (MONTEREY-GLENROCK): EXPIRATION OF PRELIMINARY APPLICATION UNDER SB330 DUE TO EXPIRATION OF THE 180-DAY PRELIMINARY APPLICATION PERIOD

RECOMMENDATION(S)

1. Grant a hearing de novo;
2. Open/close public hearing; and
3. Adopt resolution denying the appeal and reaffirming the decision of the Development Services Director.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Preserving and Cultivating Public Trust

2024-2025 Strategic Priorities

Affordable Housing and Homelessness

Guiding Documents

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

POLICY CONSIDERATION:

Should the City Council enforce the Preliminary Application period for the Builder's Remedy Design Permit and Tentative Map application or waive project submittal deadline?

BACKGROUND

On September 15, 2023, developer Rocke Garcia, filed for a Preliminary Review application for a 263 unit residential project with a commercial component under Builder's Remedy Law. This project is located at the southern end of the City near 14900 Monterey Road. While the City had a significantly compliant Housing Element,

staff processed the application per guidance from the State Department of Housing and Community Development (HCD). The Builder's Remedy law allows for a 180-day Preliminary Application period which vests rules, regulations and fees. The project is required to submit a final application and pay associated fees within the 180-day window. This project failed to submit a Design Permit and Tentative Map and pay associated fees within the 180-day Preliminary Application period. The project has lost vesting under the Preliminary Application process, and the applicant is appealing the Development Services Director's decision to the City Council under Chapter 1.20 of the Morgan Hill Municipal Code.

The applicant's appeal letter also references a challenge to the application fees under California's Mitigation Fee Act. However, application fees are "simply fees to defray administrative and enforcement costs of a local regulatory program." As the California Supreme Court outlined in *Barrat American Inc. v. City of Rancho Cucamonga*, these fees are not subject to the Mitigation Fee Act.

THE APPEAL:

The appellant, Rocke Garcia, has filed an appeal to the decision of the Development Services Director that the 180-day Preliminary Application period under SB330 expired prior to meeting the requirement of submitting an application for a Design Permit and Tentative Map. As a Builder's Remedy application, expiration of the 180-day Preliminary Application period renders the Design Permit and Tentative Map unable to be processed without a General Plan Amendment and Planned Development as the City of Morgan Hill's Housing Element has been certified by HCD. Mr. Garcia has the ability to submit an application under standard application procedures – including SB330. The City has a Certified Housing Element and is no longer subject to Builder's Remedy.

The appeal was filed on May 10, 2024, within 10 calendar days following the date the May 1, 2024 decision that the Preliminary Application had expired was rendered by the Development Services Director, consistent with Chapter 18.112. This decision was followed by a 30-day comment letter reiterating the decision on May 3, 2024. A statement on the Uniform Application provided the main points of the appeal. The Uniform Application is included in this packet (Attachment 1). A follow-up letter from the applicant's legal counsel was submitted at a later date (Attachment 2). In these statements, the applicant also disputes the cost of the Design Permit and Tentative Map applications as well as the required cost for the appeal.

SB330 Process

SB330 allows an applicant for a housing development project to submit a Preliminary Application that provides specified site information about the project. The zoning, design, subdivision, and fee requirements that will apply to the housing development project throughout the review and entitlement process will be based on the date that the applicant submits a complete preliminary application, including the payment of a permit processing fee. The Preliminary Application period lasts 180 days. If a full application

requesting approval is not received within the 180 days, the Preliminary Application will expire and another Preliminary Application will need to be filed in order to vest rules, regulations and fees. A graphic showing the process and timeline is attached. (Attachment 3)

In this case, relevant timeline dates are noted below:

- Preliminary Application received: September 15, 2023
- Payment for Preliminary Application received: September 25, 2023
- **180-day Date Preliminary Application expiration date: March 23, 2024**
- Date written material for application SR2024-0007 provided to the City: March 12, 2024
- **Date fees were paid to complete application SR2024-0007: April 5, 2024**
- Date emailed letter from applicant's attorney: April 25, 2024 (Attachment 4)
- Date of response sent to applicant's attorney: May 1, 2024 (Attachment 5)
- Date the 30-day comment/expiration letter was sent to the applicant: May 3, 2024 (Attachment 6)

A development project application must be filed within the following timelines to take advantage of the Preliminary Application:

1. 30 days – Agency confirms application is complete by determining if it includes all material on agency's submittal checklist. If not complete, agency must list information missing from the checklist Government Code §65941(d)(2)
2. 90 days – Applicant provides additional information requested by agency. If applicant fails to timely respond, Preliminary Application expires. Government Code §65941.1(d)(2)

If the project described in the Preliminary Application is revised such that the number of residential units or square footage of construction changes 20% or more (excluding density bonus waivers/concessions), the Preliminary Application expires for the original project. Government Code §65941.1(c)

In addition to the lack of timely filing of the Design Permit and Tentative Map applications, there has been no re-submittal of requested information within the 90-day period and staff believe at least 20% of the project has also changed, as the applicant has indicated he was dropping the request for entitlements for the commercial portion of the project. All three of these issues render the Preliminary Application expired.

City Application Process:

Planning applications are typically filed with the City via email. Staff receives or downloads the application materials and enters the application into the City permit system to generate an invoice that is sent to the applicant. The City's application checklist clearly states:

Application Submittals can be sent to planning@morganhill.ca.gov. Once received, Staff will respond with the associated fees and payment options. The application submittal date is identified as the day fees are paid. Incomplete submittals that are missing materials from this checklist will not be accepted. Based on the project type and proposal, Planning Division staff has the right to waive filing requirement items listed below if not needed.

While application materials were forwarded to the City prior to the 180-day expiration date, payment for the application was not submitted until nearly a month later.

On April 25, 2024, the applicant's attorney sent a letter contending the date paperwork is received is the date of the application. Mr. Baral's communication also contended the City's application submittal checklist did not include a requirement for payment. On May 1, 2024, the Developer Services Director responded point by point to Mr. Baral's letter, noting that the requirement for payment is on the first page of the application submittal packet. Further, under Morgan Hill Municipal Code section 3.32.200, it is unlawful for any employee of the city to act upon a development application until all applicable fees have been paid in full. On May 3, 2024, the City provided a 30-day comment letter to Mr. Garcia on the submitted application informing him that the application was now a standard SB330 application that would require a General Plan Amendment and Planned Development to develop the project as proposed. The letter went on to state that the review of the Design Permit (SR2024-0007) and Tentative Map (SD2024-0005) application will pause until a General Plan Amendment and Planned Development application is submitted.

As stated previously, there has been no resubmittal of requested information within the 90-day period. As the applicant has indicated there are also changes to the project that are likely to trigger the 20% change rule due to dropping the request for entitlements for the commercial portion of the project. Combined with the timeline issue, there are three different reasons this Builder's Remedy application is no longer in effect.

CONCLUSION:

The proposed Builder Remedy project has failed to meet processing requirements. It is recommended that the City Council adopt the attached resolution denying the appeal.

COMMUNITY ENGAGEMENT:

Involve

A notice of the appeal hearing was published in the Morgan Hill Times and sent to addresses within 300 feet.

ALTERNATIVE ACTIONS:

The City Council could decide to grant the appeal to AAE2024-0004. Granting the appeal would act as an extension of the Preliminary Application and allow the Design Permit and Tentative Map applications filed under Builder's Remedy to continue to move forward.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

None

FISCAL AND RESOURCE IMPACT:

The City Development Review functions are cost-recovery, with fees collected from applicants to cover cost of services. These fees have been collected from the applicant.

CEQA (California Environmental Quality Act):

This appeal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA). An appeal of eligibility for a project to be processed under certain laws is not a project with potential for causing a significant effect on the environment, requiring analysis under the California Environmental Quality Act.

RESOLUTION NO. 24-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL DENYING THE APPEAL SUBMITTED BY ROCKE GARCIA FOR SR2024-0007: MONTEREY-GLENROCK AND REAFFIRMING THE DETERMINATION THAT THE PRELIMINARY APPLICATION PERIOD FOR THIS BUILDER'S REMEDY DESIGN PERMIT AND TENTATIVE MAP APPLICATION EXPIRED ON PROPERTY IDENTIFIED BY ASSESSOR PARCEL NUMBERS 825-06-014 AND -015 LOCATED ON SOUTHERN MONTEREY ROAD NEAR MIDDLE AVENUE

WHEREAS, an application for a Design Permit and Tentative Map was filed under Builder's Remedy on April 5, 2024; and

WHEREAS, after review, it was determined that not only was the application incomplete, it was no longer able to use Builder's Remedy due to the expiration of the 180-day Preliminary Application time period; and

WHEREAS, the applicant, Rocke Garcia et al., filed an appeal of the Developer Director's determination to the City Council pursuant to the applicable provisions of the Morgan Hill Municipal Code; and

WHEREAS, at the time and place noticed for a hearing on the appeal, the City Council of the City of Morgan Hill conducted a *de novo* appeal hearing on the Application, provided all interested persons an opportunity to be heard, and received, reviewed and considered all testimony and other evidence provided regarding the subject of this appeal.

NOW, THEREFORE, BASED UPON ALL OF THE INFORMATION SUBMITTED TO THE CITY COUNCIL FOR THE APPEAL AT THE PUBLIC HEARING CONDUCTED FOR THE APPEAL, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Following are the relevant facts in connection with Application:

- A. A Preliminary Application filed under Builder's Remedy was completed on September 25, 2023. This Preliminary Application was valid for 180 days and would expire on March 23, 2024.
- B. A Design Permit and Tentative Map application filing was completed on April 5, 2024 and a 30-day review period began.
- C. On May 1, 2024, the Development Services Director responded to an April 25, 2024 emailed letter from the applicant's attorney informing him that the Preliminary Application period had expired.
- D. An incomplete letter was sent to the applicant on May 3, 2024 reaffirming the expiration of the Preliminary Application and the elimination of Builder's Remedy as an application option.

SECTION 2. Based upon the above facts and findings the City Council determines as follows:

- A. The Preliminary Application period expired prior to the completed filing of a Design Permit and Tentative Map under Builder's Remedy.
- B. A new Design Permit and Tentative Map application for the project may be filed, however, Builder's Remedy would no longer apply as the City has a certified Housing Element.
- C. To pursue the current proposed project, a General Plan Amendment and Planned Development application would need to be submitted in addition to the Design Permit and Tentative Map.

SECTION 3. For the reasons set forth above, the appeal is **DENIED**.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill at its regular meeting held on this 28th day of August, 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 28th day of August 2024.

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

DATE: _____

MICHELLE BIGELOW, City Clerk



*This appeal fee is
paid under protest*
Debbie Lavelle

Community Development Agency
Planning Division
17575 Peak Avenue
Morgan Hill, CA 95037-4128
Phone: (408) 778-6480
Fax: (408) 779-7236
www.morganhill.ca.gov

UNIFORM APPLICATION

The City of Morgan Hill Planning Division has designed this application in order to obtain important information about your proposed project that will help to expedite the application review process. Please complete all sections, providing as much detail as possible regarding the scope of your proposal.

To offset the financial impact of new development or a new business on public infrastructure, new projects may be subject to impact fees. Impact fees are calculated and due at building permit issuance. The [Morgan Hill Business Portal \(html\)](#) offers a free Development Impact Fee Estimate calculation. Alternatively, the City of Morgan Hill's Engineering Land Development Division can create an estimate for your project for a \$350 fee. Fees are updated twice yearly. Final impact fees may vary from the estimate. For more information, contact Engineering Land Development at 408-778-6480.

PROJECT SITE INFORMATION

Project Location: East side of Monterey Road, north of E. Middle, opposite W. Middle

Street Address: 14900 Monterey Road + land only

Assessor's Parcel Number(s): 825-06-014, 015, 016

Site Acreage: 34.8

Zoning: Residential Detached Medium Density 7,00 General Plan: Residential Detached Medium

Specific Plan and/or PD Overlay(s)

Project Request: Select all that apply

- | | |
|---|--|
| ☐ Admin. Development Plan Review | ☐ General Plan Amendment |
| ☐ Annexation | ☐ Minor Exception |
| ☒ Appeal, <i>see below for more information</i> | ☐ Parcel Map |
| ☐ Conceptual Plan Review | ☐ Preliminary Plan Review |
| ☐ Conditional Use Permit | ☐ Planned Development |
| ☐ Cultural Resource Alteration/Designation | ☐ Sign Permit, Uniform Sign Program |
| ☐ Design Review | ☐ Subdivision |
| ☐ Development Agreement | ☐ Temporary Use Permit |
| ☐ Development Approval Amendment | ☐ Urban Service Area Amendment |
| ☐ Environmental Assessment | ☐ Variance |
| ☐ Extension of Time | ☐ Zoning Amendment |

☐ Other: Appeal of Community Development Director's May 1, 2024 letter re: SB 330 lapse

will be provided prior to the hearing.

OWNER INFORMATION

Contact Name: see attached ownership summary

Company Name:

Mailing Address:

City: Mo

State:

Zip:

Phone:

Email Address:

CONTINUED ON NEXT PAGE

STAFF USE ONLY

Date Received:	Received By:	Complete: ☐ yes ☐ no	Fees Collected:
File Number(s):			
Related File(s):			
Notes:			

APPLICANT INFORMATION

Contact Name: Rocke Garcia

Company Name: Glenrock Builders

Mailing Address: 14500 Sycamore Drive

City: Mo Morgan Hill State: CA Zip: 95037

Phone: (408) 710-2953

Email Address: glenrockdevel@gmail.com

ENGINEER/ARCHITECT INFORMATION

Contact Name: John Moniz

Company Name: RJA

Mailing Address: 8055 Camino Arroyo

City: Gilroy State: CA Zip: 95037

Phone: (408) 848-0300

Email Address: jmoniz@rja-gps.com

FACTS AND BASES FOR APPEAL:

Applicant appeals the Community Development Director's May 1, 2024 determination that the subdivision application filed on March 12, 2024 was not received until payment processed on April 5, 2024. The subdivision application was deemed complete by operation of law pursuant to the Permit Streamlining Act due to the City's failure to respond to the application within 30 calendar days of receipt of the application on March 12, 2024. The CDD's determination that "the April 5th submittal is being treated as a new application" has the effective result of unlawfully denying Applicant's housing development project and affordable housing project, in violation of the Housing Accountability Act. Remedies for HAA violations include attorneys fees and potentially statutory penalties.

Applicant also disputes the City's method for calculating the subdivision application fee for this project in the amount of \$364,777.04. Applicant has paid the subdivision application fee under protest pursuant to Government Code section 66020. The U.S. Supreme Court's recent ruling in *Sheetz v. County of El Dorado* establishes that legislatively imposed exactions and impact fees adopted pursuant to the Mitigation Fee Act, such as application processing fees, must meet federal constitutional standards under *Nollan/Dolan* and subsequent precedents that require such exactions to have a nexus and be roughly proportional to the burdens imposed on the agency. The City has failed to document any legally defensible basis to support its fee program for subdivision processing. Remedies include 8% annual interest.

Additional correspondence detailing the legal bases and factual support for this appeal and protest will be submitted to the City prior to the hearing on this appeal and protest.

CONTINUED ON NEXT PAGE

CITY OF MORGAN HILL
Letter of Agency

If the applicant is not the owner of record of the subject site, a Letter of Agency from the owner or the owner's authorized representative must be submitted which grants the applicant permission to submit an application for the requested entitlement(s).

PROPERTY OWNER INFORMATION

Property Owner Name: Glenrock Builders, Inc. Phone: (408) 710_2953
Address: 14500 Sycamore Drive City: Morgan Hill Zip: 95037
Email: glenrockdevel@gmail.com

Date: 05/10/2024

To: City of Morgan Hill
Development Services Department
Planning Division
17575 Peak Avenue
Morgan Hill, CA 95037

Development Services Department:

I, the undersigned legal owner of record, hereby grant permission to: _____

Applicant: Glenrock Builders, Inc. Phone Number: (408) 710 2953
Address: 14500 Sycamore Dr City: Morgan Hill Zip: 95037

To apply for the following entitlement(s): _____

Please copy Robin Baral at Hanson Bridgett LLP on all City correspondence related to this appeal and protest.

rbaral@hansonbridgett.com; 425 Market Street, 25th Floor, San Francisco, 94105

For the subject property located at: East side of Monterey Road, north of E. Middle

Address of Owner of Record: 14500 Sycamore Drive Phone: (408) 710_2953

Assessor's Parcel Number: 825-06-014, 015

Signature of Owner of Record: _____
(must be original signature)

INDEMNIFICATION AGREEMENT

As part of, and in connection, with this application to the City of Morgan Hill, Applicant agrees to defend, indemnify, and hold harmless the City of Morgan Hill, its officers, agents, employees, officials and representatives (Indemnitees) from and against any and all claims, actions, or proceedings arising from any suit for damages or for equitable or injunctive relief which is filed against City to attack, set aside, void or annul its approval of this application or any related decision, or the adoption of any environmental documents which relates to said approval. The City shall promptly notify the Applicant of any such claim, action or proceeding and the City shall cooperate fully in the defense thereof. In the event that Applicant is required to defend Indemnitees in connection with the proceeding, Indemnitees shall retain the right to approve (a) the counsel to so defend Indemnitees; (b) all significant decisions concerning the manner in which the defense is conducted; and (c) any and all settlements, which approval shall not be unreasonably withheld. This indemnification shall include, but is not limited to, (a) all pre-tender litigation costs incurred on behalf of the City, including City's attorney's fees and all other litigation costs and expenses, including expert witnesses, required to defend against any lawsuit brought as a result of City's approval or approvals; (b) reasonable internal City administrative costs, including but not limited to staff time and expense spent on the litigation, after tender is accepted; and (c) all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of or in connection with the approval of the application or related decision. City may, in its sole discretion, participate in the defense of such action; but such participation shall not relieve Applicant of its obligations under this condition. The undersigned hereby represents that they are the Applicant or are fully empowered by the Applicant as their agent to agree to provide the indemnification, defense and hold harmless obligations, and the signature below represents the unconditional agreement by Applicant to be bound by such conditions.

AFTER REVIEW AND CONSIDERATION OF ALL OF THE FOREGOING TERMS AND CONDITIONS, APPLICANT, BY ITS SIGNATURE BELOW, HEREBY AGREES TO BE BOUND BY AND TO FULLY AND TIMELY COMPLY WITH ALL OF THE FOREGOING TERMS AND CONDITIONS.

Applicant (Print): ROCKE GARET

Date: 5/10/2021

Applicant Signature: Rocke Garett

PUBLIC NOTICE/PROJECT IDENTIFICATION SIGN

A. PROCEDURE

A public notice project identification sign shall be posted by the applicant a minimum of 10-days prior to the date of the public hearing or project approval by the Development Services Department. If the notice sign is not posted on the project site before end of business on the posting deadline, the project's public hearing or approval date will be rescheduled until the sign is posted for the minimum 10-day period. The posted notice shall be maintained and remain on the project site until after the City renders a decision on the project. The hearing notice shall be removed from the project site within seven days after the City has rendered a final decision on the project, although the portion of the sign which does not mentioned the hearing may remain to identify the project.

B. SIGN REQUIREMENTS:

There are two sizes of public notice signs:

- 2' x 3' with a maximum overall height of 8' for "minor" projects. Minor projects consist of Minor Subdivisions of four or fewer parcels and Conditional Use Permits or Design Reviews which do not involve the establishment of new buildings on vacant sites.
- 4' x 8' with a maximum overall height of 8' for "major" projects. Major projects include Subdivision of five or more parcels, Conditional Use Permits or Design Reviews which involve the establishment of new buildings on vacant sites.

The notice sign content must contain but is not limited to the following information:

- a) Approval requested by applicant
- b) General description of project/scope of work
- c) Project site identification information such as (address and APN)
- d) Detailed site plan or colored elevation of project

The final version of the notice sign shall be approved by the Planning Division prior to posting to ensure accuracy of information and consistency of design.

I hereby agree to post the subject property with a Public Notice/Project Identification Sign at least ten days prior to the public hearing or final action date. The sign shall be posted on the subject property in a visible location at least five feet behind the property line.

ROCKE GARCIA

Applicant Name (Print)

Rocke Garcia

Applicant's Signature

5/10/2024

Date

July 18, 2024

Jennifer Carman
Department of Development Services
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

**Re: Renaissance Builder's Remedy Project (PRE2023-0008)
Appeal of Development Services Director's Determination**

Dear Ms. Carman:

As you know, Hanson Bridgett LLP represents Glenrock Builders, Inc. ("Glenrock") in connection with the "Renaissance" residential subdivision proposed at 14900 Monterey Road (the "Project"). This letter supplements the appeal that Glenrock filed on May 10, 2024, in response to the City's unlawful application of the Permit Streamlining Act ("PSA")¹ and the City's unlawful determination under state housing law that the SB 330 Preliminary Application and Builder's Remedy protections lapsed. This letter and our prior correspondence to the City, dated March 8 and April 25, are therefore part of the record of proceedings in this appeal.

The record in this case establishes that the subdivision and design review application are deemed complete as a matter of law under the PSA. First, the City did not respond to the application within 30 days of its receipt on March 12, 2024. Second, more than 60 days have passed since the appeal was filed on May 10, and the City has yet to hold a hearing or provide any direction to Glenrock regarding its appeal. The application is therefore deemed complete on either basis, under the PSA. Third, the City is in violation of the Housing Accountability Act ("HAA") by refusing to process the Project under its vested protections under SB 330, the Builder's Remedy and the PSA.

The City's stated position is that Glenrock was aware of the City's customary process for counting its 30-day review to commence upon payment, as Glenrock has filed numerous applications with the City. The City's other stated position is that the City serves the public as a "cost recovery" agency and requires fees to be paid upfront. As explained herein, however, the City's "business as usual" approach does not provide a legal defense to clear violations of state housing law; as such, the City is subject to the statutory remedies for noncompliance with the HAA. Moreover, the City suffered no prejudice during the application process. A city may impose reasonable application fees at the time that a Preliminary Application is filed, up to the entire permit processing fee, and the City in fact imposed a fee of \$15,754.80. Glenrock paid this

¹ Cal. Gov. Code § 65920

fee, and the Project thus committed sufficient funds to initiate review of the application, especially given the City had no legal obligation to review the preapplication for completeness.

For the reasons stated in Glenrock’s appeal, this letter, and the record of proceedings, Glenrock requests that Development Services (1) resume processing the Project pursuant to its vested protections under the SB 330 Preliminary Application filed in September 2023; (2) instruct staff to deem the subdivision and design review application complete by operation of law, and (3) commence CEQA review of the Project. If the City maintains its refusal to move forward with the Project, we request that the City proceed with issuing its final determination on this matter, which should occur through an adjudicatory hearing in accordance with Glenrock’s due process rights and as required by Morgan Hill City Code.

Glenrock’s May 1 appeal also included a Notice of Protest under the Mitigation Fee Act, objecting to the City’s unlawful imposition of \$364,777.04 in application fees for the Project. The City’s application fee violates constitutional standards established by the United States Supreme Court. Moreover, as the subdivision and design review applications are deemed complete by operation of law, the City must either refund the unexpended application fees or immediately apply those fees towards CEQA processing for the Project.

Part I of this letter details the legal bases under the HAA and PSA for Glenrock’s appeal. Part II details Glenrock’s protest under the Mitigation Fee Act.

BACKGROUND

On September 15, 2023, Glenrock submitted a Preliminary Application for the Project pursuant to the Housing Crisis Act of 2019 (“SB 330”). Glenrock submitted the City’s application fee of \$15,754.80 for the Preliminary Application on September 25, 2023.

The Preliminary Application noted that 20% of all residential units would be affordable to low-income households. The Preliminary Application was filed prior to HCD certifying the City’s Housing Element, which occurred on November 29, 2023. The Preliminary Application vested the Project into the policies in place at the time of its submission in September 2023, including the City’s non-compliant Housing Element. The Project therefore vested into the legal protections and zoning flexibility of the Builder’s Remedy provisions in the HAA.² Glenrock used this flexibility to propose a subdivision with diverse housing, including 149 for-sale detached homes, 58 build-to-rent detached homes, and 55 multifamily units, totaling 262 units.

The Preliminary Application also proposed a commercial component for the project, as allowed under the HAA for up to 33% of the square footage of construction for the Project.³ **In finalizing the subdivision application, Glenrock ultimately removed the commercial component from the Project.** This was done as a courtesy to the City, in discussion with various stakeholders.

² Cal. Gov Code 65589.5(d)(5)

³ Cal. Gov. Code § 65589.5(h)(2).

On March 11, 2024, Glenrock submitted applications for a tentative subdivision map and design permit, which Glenrock supplemented and finalized on March 12, 2024. The application included a letter from our office and a copy of a December 7, 2023 Letter of Technical Assistance from HCD (“HCD Letter”), which noted that “[t]he PSA requires local jurisdictions determine in writing whether an application is complete within 30 calendar days after the application is received. (Attachment 1.) The HCD Letter thus supports Glenrock’s position that the 30-day review period commenced on the date the application was filed, and should not be contingent on the payment of fees.

By April 11, 2024, the City had not yet provided a completeness determination in response to Glenrock’s March 12 application. On April 25, 2024, Hanson Bridgett LLP submitted a letter on behalf of Glenrock to the City noting that the application was deemed complete by operation of law under the Permit Streamlining Act because the City had not provided a completeness determination within 30 calendar days after receiving the application. (Attachment 2.)

On May 1, 2024, the Director responded to our April 25 correspondence, alleging that “The 180-day preliminary application period expired on March 23, 2024, so the April 5th submittal is being treated as a new application.” The Director also asserted that “[a]pproval of the project will be contingent on City Council approval of General Plan and Zoning Ordinance amendments.” (Attachment 3.) On May 3, 2024, the City provided additional correspondence alleging that it did not receive the application submittal until April 5, 2024. (Attachment 4.) This statement, however, is contradicted by the record of proceedings for this Project, which shows that the City confirmed receipt of the application by email on March 12, 2024.

Glenrock responded by filing its appeal on May 10, 2024, to dispute the May 1, 2024 determination by Development Services to convert the Project into a non-Builder’s Remedy application. The City’s determination – that the SB 330 Preliminary Application lapsed – is therefore in violation of both the PSA and the HAA, as the City’s unlawful denial of the Project under the HAA is based on an unlawful application of the 30-day review period under the PSA.

The City has, in essence, ignored the HCD Letter that Glenrock submitted with the Project, which establishes that the City’s 30-day review period commenced on the date the application was received by the City. HCD’s interpretation of the PSA refutes the City’s claim that the 30-day deadline commenced on the date that additional application fees are paid. The City’s May 1 letter also asserted that the City could defer its 30-day application response deadline merely because it is a “cost recovery agency,” but did not cite any legal basis to support that position. As HCD has noted, and explained herein, the City should collect its fees at the time applications are submitted through the City’s online portal, or at the time applications are submitted in person; this would ensure the timely payment of those fees.

As of the date of this letter, the City has not responded with any proposed hearing date or other due process considerations regarding Glenrock’s appeal that was filed on May 10, 2024. The City has therefore triggered the appeal provisions in the PSA, which require that a hearing on this appeal be resolved within 60 days, otherwise the application shall be deemed complete.

This letter is submitted to supplement the appeal notice filed on May 10, 2024. The primary basis for this appeal is that the May 1, 2024 determination by Development Services constitutes an unlawful denial of the Project application, in violation of the HAA and PSA. Glenrock reserves the right to submit additional evidence prior to or at the eventual hearing for this appeal.

LEGAL BASES FOR APPEAL AND PROTEST

Glenrock has multiple bases for appealing the City's unlawful denial of the Project application. The City's refusal to process the Project application constitutes a de facto denial of an affordable housing development project, in violation of the HAA. The City's unlawful denial may warrant penalties ranging from \$10,000 to \$50,000 per unit if the violation becomes ongoing. The City's liability under the HAA stems directly from its unlawful interpretation of the PSA. There is no legal support for the City's claim that the Project application was filed beyond the 180-day deadline under SB 330; the City's reasoning is unsupported by the statutory text of the PSA and SB 330. As a matter of law, the City's 30-day deadline to respond concluded on April 11, 2024 (i.e., 30 days after the City received the Project application on March 12, 2024).

In addition, the City has disregarded the appeal provisions in the PSA, which require that a hearing on this appeal be resolved within 60 days, otherwise the application shall be deemed complete. The Project application is therefore deemed complete on two grounds: the City's failure to respond to the Project application within 30 days of March 12, 2024, and the City's failure to hold a hearing on Glenrock's appeal within 60 days of May 10, 2024.

Glenrock is also protesting the City's application fee for this Project, in the amount of \$364,770. The U.S. Supreme Court recently ruled that legislatively imposed fees and exactions must meet the same Constitutional standards as ad hoc or project-specific fees.⁴ The City cannot justify its application fees for this Project under Constitutional standards. First, they are grossly out of proportion to the fees imposed by other agencies to process subdivision and design permit applications. Second, the City's purported 2021 nexus study relies on false or unsupported assumptions and therefore does constitute reliable justification for the City's subdivision and design permit fees. Third, the 2021 nexus report did not contemplate the limited scope of zoning and general plan review for Builder's Remedy projects such as this one. The City's 2021 report therefore does not provide sufficient support for the application fees imposed for this Project. Lastly, in this case the application has been deemed complete by operation of law, therefore the remaining deposit balance should be refunded or applied to the CEQA processing of the Project.

⁴ *Sheetz v. County of El Dorado, California* (2024) 144 S. Ct. 893.

I. The City’s Refusal to Process the Project Application is Unlawful under the Housing Accountability Act and the Permit Streamlining Act

A. The City will be in Violation of the Housing Accountability Act if the Planning Commission Denies this Appeal

The HAA was enacted to address the fact that the “lack of housing . . . is a critical problem that threatens the economic, environmental, and social quality of life in California.”⁵ The legislature has mandated that the HAA be interpreted and implemented in a manner to afford the “fullest possible weight” towards the approval and provision of housing.⁶ More recently, the legislature amended the HAA via SB 330 to provide greater protections for housing development projects, particularly those that set aside at least 20% of the units to be affordable to lower-income households.⁷

The vesting provisions of SB 330 gave rise to the Builder’s Remedy entitlement pathway.⁸ SB 330 allows projects to become legally vested at the time that the Preliminary Application is filed, to protect housing projects from subsequent changes in City ordinances, policies and zoning standards. The Builder’s Remedy applies to projects such as this one that obtained early vesting under SB 330 at the time that the City’s Housing Element remained out of compliance.⁹ The Preliminary Application for this Project was filed in September 2023, when HCD had not yet certified the City’s Housing Element. As a result, the City has very limited discretion to refuse processing or to otherwise deny the Project.

There are several Builder’s Remedy lawsuits currently in process in courts throughout the State. Notably, the Los Angeles County Superior Court recently ruled that the Planning Director of the City of La Cañada Flintridge violated the HAA by refusing to process a Builder’s Remedy application.¹⁰ More specifically, the court ruled that the City violated the HAA when the City’s

⁵ Gov. Code, § 65589.5(a)(1)(A) & (a)(1)(B)

⁶ Gov. Code, § 65589.5(a)(2)(L); see also *California Renters Legal Advocacy & Education Fund v. City of San Mateo* (2021) 68 Cal.App.5th 820, 854.

⁷ See Gov. Code, § 65589.5(d)(1)-(5)

⁸ The HAA’s early vesting provisions fall under subdivision (o) of Government Code 65589.5. Barring a few exceptions, “a housing development project shall be subject only to the ordinances, policies, and standards adopted and in effect when a preliminary application . . . was submitted.”

⁹ Gov. Code § 65589.5(d)(5) provides, in pertinent part:

A local agency shall not disapprove a housing development project . . . for very low, low-, or moderate-income households . . . unless it makes written findings, based upon a preponderance of the evidence in the record, as to one of the following:

...
(5) The housing development project . . . is inconsistent with both the jurisdiction’s zoning ordinance and general plan land use designation as specified in any element of the general plan as it existed on the date the application was deemed complete, **and** the jurisdiction has adopted a revised housing element in accordance with Section 65588 that is in substantial compliance with this article.

The logical inverse here is that the City cannot deny the Project even if it is technically not found to be in compliance with both the City’s zoning ordinance and general plan land use designation.

¹⁰ See March 4, 2024 Order on Petitions for Writ of Mandate and Complaints for Declaratory Relief, *California Housing Defense Fund v. City of La Canada Flintridge*, Los Angeles County Sup. Court, Case No. 23STCP02614

development director deemed that a Builder's Remedy application had lapsed. In other words, the City violated the HAA when it unlawfully attempted to convert the application into a project that was no longer afforded protections under the Builder's Remedy.

The grounds of this appeal are analogous here; if the City denies this appeal it will be violating the HAA largely on the same procedurally unlawful grounds as the City of La Cañada Flintridge.

Cities that violate the HAA face significant legal exposure, as the HAA includes a robust set of remedies to ensure compliance by cities and counties. At a minimum, a court may compel the City to process or approve the Project application, as in the La Cañada Flintridge case. Once an HAA violation is established, cities are liable for attorney's fees except in rare circumstances if a court finds that awarding fees would not further the purposes of the HAA.¹¹ Moreover, if a court finds that the City's HAA violations are ongoing for more than 60 days after the ruling, the City may be liable for penalties of up to \$10,000 per housing unit for ongoing HAA violations and, where there is bad faith, as much as \$50,000 per unit. The City of Berkeley, for example, was recently required to pay \$4 million in fines and attorneys fees for HAA violations when it denied a developer's application to build 260 housing units.¹² The City of San Mateo was also recently found in violation of the HAA, but settled for \$450,000 after the initial ruling was issued.¹³ Here, the City's liability for violating the HAA could range between \$2.6 and \$13 million.

We therefore request that the City grant this appeal and instruct City staff that the application is deemed complete as a matter of law. The Department of Development Services is required to process the Project application pursuant to the vesting provisions of the SB 330 Preliminary Application filed in September 2023. As detailed below, this means that CEQA review for this Project must be completed by April 11, 2025, i.e., within one year that the Project application was deemed complete as a matter of law.

B. The City Failed to Respond within 30 Calendar Days of Receiving the Project Application; the Application is Thus Deemed Complete as a Matter of Law

The Permit Streamlining Act¹⁴ was enacted to address "a statewide need to ensure clear understanding of the specific requirements which must be met in connection with the approval of development projects and to expedite decisions on such projects."¹⁵ Accordingly, the PSA expressly requires cities to respond no later than 30 calendar days after an application for a development project is "received." It provides in pertinent part that:

Not later than 30 calendar days after any public agency has *received* an application for a development project, the agency shall determine in writing whether the application is complete and shall immediately transmit the

¹¹ Gov. Code, § 65589.5(k)(1)(A)(ii)

¹² <https://www.berkeleyside.org/2024/02/16/court-ruling-1900-fourth-street#:~:text=Berkeley%20must%20pay%20%244M%20after%20illegally%20blocking%20housing%20project,St.%2C%20a%20judge%20ruled.>

¹³ <https://climaterwc.com/2021/10/15/san-mateo-to-pay-450k-settlement-related-to-denial-of-housing-project/>

¹⁴ Gov. Code, § 65920 et seq.

¹⁵ Gov. Code, § 65921; see also, *Palmer v. City of Ojai* (1986) 178 Cal.App.3d 280.

determination to the applicant for the development project. . . . If the written determination is not made within 30 days after *receipt* of the application, and the application includes a statement that it is an application for a development permit, the application shall be deemed complete for purposes of this chapter.¹⁶

Courts have strictly interpreted this 30-day deadline in furtherance of the underlying policies of the PSA.¹⁷ As noted above, HCD recently interpreted the PSA to clarify that cities are required to commence the 30-day review period upon the initial intake of an application; the 30-day review period therefore should not be made contingent on the payment of fees. HCD is the state agency responsible for interpreting state housing laws and courts afford considerable weight to HCD in interpreting the Housing Accountability Act, Permit Streamlining Act, and all other laws within the purview of the Housing Enforcement unit.¹⁸

The HCD Letter outlined the City of Berkeley’s application intake process, which is similar to the City of Morgan Hill: applications are submitted to the City through an initial intake on an online portal, but projects are not invoiced until after the City confirms receipt of the application. HCD noted that the City of Berkeley “considers the 30-day PSA completeness clock to begin at the time when an applicant is issued an invoice and payment is made – and not at the time the application is originally submitted. Therefore, the time it takes for a project to achieve ‘ready to review’ status is indefinite and may exceed 30 calendar days.

The HCD Letter refuted the City of Berkeley’s position and clarified that the City’s 30-day review period under the PSA begins on the date that an application is initially submitted:

Completeness review begins at application submittal. When an application is submitted to the City for review, the City has 30 calendar days from the submittal date to determine completeness in writing per the PSA. Therefore, the City’s intake review process is a completeness review and is subject to the PSA and must be completed within 30 calendar days. The City should make it possible for an applicant to pay the application review fee at the time the application is submitted (e.g., via a written check, online payment portal, etc.)

HCD’s interpretation of the PSA therefore is that the 30-day review period commences on the City’s initial intake date, regardless if fees have been paid; moreover, cities can require payment of all fees as part of their initial intake to ensure the timely payment of those fees.

Here, the City of Morgan Hill’s Application Checklist states the following, and is similar to the City of Berkeley’s application form that was addressed in the HCD Letter:

Application Submittals can be sent to planning@morganhill.ca.gov. Once received Staff will respond with the associated fees and payment options. The application submittal date

¹⁶ Gov. Code, § 65943(a) (emphasis added)

¹⁷ *Orsi v. City Council* (1990) 219 Cal.App.3d 1576 (ruling that a development application was deemed complete by operation of law even though the city’s notice of incompleteness was issued 11 days after 30-day PSA deadline).

¹⁸ *Yamaha Corp. of Am. v. State Bd. of Equalization* (1998) 19 Cal.4th 1, 12

is identified as the day fees are paid. Incomplete submittals that are missing materials from this checklist will not be accepted.

Glenrock submitted its initial subdivision application on March 11, 2024 and revised it with an additional submittal on March 12. The City then confirmed receipt of the application that same day. On March 14, 2024, the City invoiced the application fee of approximately \$364,770 to Glenrock. Glenrock paid those fees in full on April 5, 2024.

In summary, the PSA supersedes the City’s statement in its application form that the “application submittal date is identified as the day fees are paid.”

SB 330’s vesting provisions provide additional support that the City cannot defer its 30-day application review deadline on the payment of fees. In short, the City had its chance to collect fees at the preapplication stage, and this right was the City’s means of ensuring it had sufficient fees to process the Project’s application. The City in fact assessed such fees, which Glenrock then paid. The City’s insistence that the payment of additional fees is somehow necessary to further process the application is neither compelling nor supported by law.

SB 330 provides that an applicant “shall be deemed to have submitted a preliminary application upon providing all of the following information about the proposed project to the city... from which approval for the project is being sought *and upon payment of the permit processing fee.*”¹⁹ Under this provision, the City could have required full payment of all reasonable application processing fees at the time that the SB 330 Preliminary Application was submitted. Instead, the City imposed a Preliminary Application processing fee of \$15,754.80, in addition to the subdivision application fee of \$364,770.04.

SB 330 expressly refers to the payment of “permit processing fees” as a condition for a city to accept a Preliminary Application. To maintain early vesting, however, SB 330 has never required the applicant to pay the full application fee within the 180-day vesting period.²⁰ SB 330 is thus consistent with the PSA in that the City’s receipt of the full application is not contingent on the payment of fees.

The City has acknowledged that Glenrock paid the full SB 330 Preliminary Application fee of \$15,754.80 on September 25, 2023. (**Attachment 3**, p. 1) The City therefore had sufficient funds in the Project account to commence review of the subdivision application submitted on March 12, 2024, given that the City has no legal obligation to review the SB 330 Preliminary Application or make a completeness determination.²¹

In summary, Glenrock submitted the Renaissance application to the City on March 12, 2024, and the City confirmed receipt of the application on that same date. At that time, Glenrock also provided the City with a copy of the HCD Letter. The City, however, disregarded the HCD Letter and ultimately did not provide a completeness determination within 30 calendar days of

¹⁹ Gov. Code § 65941.1.

²⁰ Gov. Code 65941.1(d)(1).

²¹ Gov. Code, § 65941.1(d)(3).)

receiving the application, as required by the PSA. Instead, the City claimed, without citing any legal authority, that the submittal was “not considered receipt of an application.” (**Attachment 3**, p. 1.) Moreover, the City’s assertion that it is a cost-recovery agency is irrelevant; while the PSA authorizes the City to impose reasonable fees for processing project applications, HCD has interpreted the PSA to require cities to process applications immediately upon receipt. The City should therefore reform its payment process to be concurrent with the filing of applications through its online portal to ensure timely payment of those fees. Alternatively, the City is authorized to impose a reasonable “permit processing fee” at the time of filing the SB 330 Preliminary Application that could ostensibly entail the full subdivision and design review fee (and therefore eliminate the separate SB 330 fee as it has a very questionable legal basis).

The 30-day deadline under the PSA to respond to this Project application therefore began, as a matter of law, on March 12, 2024 (i.e., the date that the City confirmed receipt of the application through its intake process). The City’s May 1, 2024 letter, alleging that the Project application submitted on March 12, 2024 lapsed or that the application was received on April 5, 2024, is therefore in violation of the PSA. The City’s position is even more egregious here given that its fees for subdivision and design permit applications far exceed any reasonable or legally defensible amount, as detailed below.

C. The City has forfeited Glenrock’s appeal by failing to hold a hearing within 60 days.

The PSA requires that disputes regarding application completeness be resolved within 60 days after the developer files an appeal:

(c) If the application together with the submitted materials are determined not to be complete pursuant to subdivision (b), the public agency shall provide a process for the applicant to appeal that decision in writing to the governing body of the agency or, if there is no governing body, to the director of the agency, as provided by that agency.

...

There shall be a final written determination by the agency on the appeal not later than 60 calendar days after receipt of the applicant's written appeal.... [I]f the final written determination on the appeal is not made within that 60-day period, the application with the submitted materials shall be deemed complete for the purposes of this chapter.²²

On April 24, 2024, our office sent a letter to Development Services noting that the application was deemed complete by operation of law under the PSA. The Department responded on May 1, 2024, alleging that the City’s response deadline was May 5, 2024, and that the application had lapsed due to the payment of application fees falling outside of the 180-day vesting period for preliminary applications. Glenrock appealed that determination on May 10, 2024. The record of proceedings in this matter shows that the City’s position under the HAA is inextricably linked to the PSA provisions related to the City’s obligation to review the

²² Gov. Code § 65943(c).

subdivision and design review application within 30 days of when that application was received in the City's intake portal. To date, however, Glenrock has received no update on the process for advancing this appeal, or when the appeal will be heard. As more than 60 days have passed since the filing of the appeal, the application and submitted materials are deemed complete by operation of law under the PSA.

II. The City's Subdivision and Design Permit Fees Far Exceed any Reasonable Amount Needed to Process the Project Application and are Therefore Unlawful

Glenrock submits this Notice of Protest pursuant to the Mitigation Fee Act²³ on grounds that the \$364,770 subdivision and design permit application fee, in addition to the \$15,755 Preliminary Application fee is extreme and disproportionate to the burdens imposed on the City in its review of this Project.²⁴

There is a long line of U.S. Supreme Court precedents that limit a local agency's ability to impose exactions or require payment of fees that far exceed the burdens imposed on the local agency. Two key decisions establish that the City may not impose exactions on Glenrock unless the City can demonstrate that there is an "essential nexus" between the burden of the development imposed on the City or the public, and that there is "rough proportionality" between the magnitude of the exaction and the nature of the project's impact, which the exaction purports to address.²⁵

Recently, in *Sheetz v. County of El Dorado, California* (2024) 144 S. Ct. 893, the U.S. Supreme Court clarified that the unconstitutional conditions doctrine and other protections against unlawful takings apply to legislatively enacted fees in California. In *Sheetz*, the Court expressly overruled judicial opinions in California that limited the unconstitutional conditions doctrine to project-specific, or ad hoc fees. The City's subdivision and design permit application fees are legislatively imposed and, as a result of *Sheetz*, are subject to review under *Nolan/Dollan*.

Accordingly, in order for the \$364,770.04 subdivision and design review fee for this Project to be valid, the burden of proof lies with the City to demonstrate that the fee satisfies the heightened scrutiny of *Nolan/Dollan*, that there is both an essential nexus between the fee and its impacts and rough proportionality based on an individualized determination regarding the relationship of the exaction to its impacts.

While a nexus exists between the City charging a fee for its review of development applications, the City has not sufficiently demonstrated that its combined fee of \$364,770.04 for review of the Project's tentative subdivision map and design permit application is roughly proportional to the costs reasonably incurred by the City in its application review. Moreover, the City has not established how this additional fee should be reconciled with the SB 330 Preliminary Application fee, which is supposed to entail the "permit processing fee" for the Project. In most

²³ Gov. Code, § 66000 et seq.

²⁴ In addition to the notice of protest included in Glenrock's May 10 appeal, a draft of this letter discussing these claims was forwarded to the City Attorney for discussion with the City Council, on or about May 31, 2024.

²⁵ See *Nollan v. California Coastal Commission*, 483 U.S. 825 (1987) ("*Nollan*") and *Dolan v. City of Tigard*, 512 U.S. 374 (1994) ("*Dolan*").

other jurisdictions, the City's Preliminary Application fee would have covered a substantial portion of the full application fee. The City's application fees therefore grossly exceed any reasonable amount and far exceed the City's burden in processing this Project, particularly on the facts here given that the application is now deemed complete as a matter of law. As such the application fee for this Project constitutes an unlawful exaction under federal and state law, and should be refunded to Glenrock.

The City cited a 2021 nexus study as its purported basis for imposing the subdivision and design permit application fee of \$364,770.04 for this Project. The 2021 study, however, is factually incorrect and flawed and fails to meet the City's burden in justifying fees of this magnitude.

The City's 2021 fee study included a Comparative Fee Survey, which concluded that the City's subdivision fees were lower than the other agencies surveyed, and that the design permit fees were "in line" with other agencies surveyed. (**Attachment 5**, p. 10; see also Appendix B.) The 2021 study referenced Gilroy, Palo Alto, San Jose, Santa Clara and Sunnyvale in its survey of other cities. Glenrock's Project engineer summarized the actual processing costs that would be incurred if the same application were submitted in each of those jurisdictions. (**Attachment 6**.) As illustrated therein, Morgan Hill's processing costs for the same size project would exceed Palo Alto's fee schedule by more than 250%, Gilroy and Sunnyvale by more than 400%; Santa Clara by almost 600% and San Jose's fee schedule by more than 780%. For further comparison, Glenrock Builders recently submitted a subdivision application consisting of 226 units in Santa Clara County; the County's application fees for that project were less than \$21,000.

In addition, the City's 2021 study does not adequately explain why processing costs increase uniformly for every tranche of 25 residential units included in a project application, or why such fees are additive to the base cost without any deductions for reviewing the project as a whole. All other jurisdictions surveyed in the City's 2021 study included significantly smaller fees for each additional tranche of units reviewed in connection with a subdivision application. The City has failed to meet its burden to show that each additional tranche of 25 units requires the same amount of review time, and therefore expense, incurred by the City.

Lastly, the City's 2021 study did not account for applications submitted pursuant to the Builder's Remedy entitlement pathway. The City only became subject to the Builder's Remedy after 2021, during its efforts to adopt its 6th Cycle Housing Element. Subdivision applications submitted under the Builder's Remedy are significantly different than other subdivision and design review applications because the same zoning and general plan land use controls no longer apply, and the City has extremely limited discretion to deny Builder's Remedy projects. It is therefore reasonable to expect application fees to be *less* for this Project.

The City therefore has failed to meet its burden of proof to show that its imposition of application fees on this Project is roughly proportional to the City's cost of processing the Project application pursuant to the Builder's Remedy entitlement pathway under the HAA. As such, the only legally defensible fee structure in this case is to impose a reasonable advance funding deposit for example in the amount of \$50,000, that the City can charge its actual costs in reviewing the application on a time and materials basis, while providing a detailed accounting of

all time incurred by City staff and obtaining Glenrock's prior approval if any outside consultants are needed.

Glenrock therefore requests that the City refund the application fee of \$364,770.04 for this Project, or alternatively apply those funds directly towards the CEQA processing of this Project.

CONCLUSION

Glenrock respectfully requests that the City grant this appeal for the reasons set forth herein; we request that Development Services (1) resume processing the Project application and rescind the Director's determination that the Builder's Remedy application had lapsed; (2) instruct City staff that the Project application is deemed complete by operation of law pursuant to the PSA and that the Project remains vested under its SB 330 Preliminary Application; and (3) commence the CEQA process, which must be completed by April 11, 2025. If the City refuses to make these findings, we request that the City hold an adjudicatory hearing in accordance with Glenrock's due process rights in connection with this Project, and as required under Morgan Hill Municipal Code.²⁶

In addition, Glenrock requests that the \$364,770.04 subdivision and design permit application fee be refunded, or applied to immediately commence CEQA review, given that the City has not met its required showing under *Nollan/Dolan* and *Sheetz* that its application fees are roughly proportional to the burdens imposed on the City in processing this Project application. In addition, the balance of fees should be refunded or rolled into CEQA review given that the application is now deemed complete by operation of law.

Lastly, pursuant to the California Public Records Act,²⁷ we request that the City provide copies of all correspondence, documents, materials, billing records and all other written materials maintained by the City in connection with this Project; these materials constitute the record of proceedings in this appeal.

Thank you for considering this appeal. Glenrock requests that the City render its final determination on this matter on a timely basis to avoid additional damages due to the City's refusal to move this application forward. Please do not hesitate to contact me if you have any questions or comments regarding this letter or Glenrock's appeal.

Sincerely,
HANSON BRIDGETT LLP



Robin R. Baral

²⁶ Morgan Hill Zoning Code, Chapter 18.112.

²⁷ Cal. Gov. Code § 7920.000 et seq.

cc: Morgan Hill City Council
Morgan Hill Planning Commission
Don Larkin, City Attorney
Client

20836777.1

ATTACHMENT 1
HCD Technical Assistance Letter

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



December 7, 2023

Jordan Klein, Director of Planning and Development
City of Berkeley
1947 Center Street, 3rd Floor
Berkeley, CA 94704

Dear Jordan Klein:

RE: City's Application Intake and Processing – Letter of Technical Assistance

The California Department of Housing and Community Development (HCD) received multiple requests for technical assistance requesting HCD to review the City of Berkeley's (City) housing application intake procedures and application processing for compliance with the Permit Streamlining Act (PSA) (Gov. Code, § 65943.5). The purpose of this letter is to provide technical assistance on this matter.

Housing Element Program Commitments

As the City is aware, the City Council adopted Berkeley's 6th Cycle Housing Element (2023 – 2031) on January 18, 2023, and HCD found the housing element in substantial compliance with State Housing Element Law on February 28, 2023. The City is obligated to implement the programs in the housing element to facilitate the City's housing needs. The following two programs are responsive to this topic.:

- **Program 33 (Zoning Code Amendment: Residential).** This program requires amendments to the zoning code to reduce entitlement and permit processing time. It is intended to reduce administrative costs for the City and streamline housing projects.
- **Program 34 (Permit Processing).** This program addresses permit processing and acknowledges delays in processing development applications. Program 34 is intended to improve the streamlining of permit processing through updates to permitting software which would allow applications to be submitted online and provide on-demand reporting of project statuses.

Permit Streamlining Act – Completeness Review

The Legislature found and declared with the passing of the PSA that "there is a statewide need to ensure clear understanding of the specific requirements which must be met in connection with the approval of development projects and to expedite

decisions on such projects” (Gov. Code § 65921). The intent of the PSA is to ensure that applicants are provided clear instructions and that local jurisdictions are processing projects in accordance with the specific timelines outlined in the statute to streamline development. Notably, the PSA requires that local jurisdictions determine in writing whether an application is complete within 30 days of application submittal. Considering the current housing crisis in California, delays in permitting processes and approval times add constraints to the cost of residential construction. Therefore, compliance with the PSA is even more pertinent today to meet the urgent housing needs across California.

It is HCD’s understanding that prior to a project’s full application submittal, the City conducts a unique local application intake review process. This process (which should not be confused with a typical pre-application process where a prospective applicant submits a conceptual plan for informal review and discussion) concludes in an application being found by staff to be “ready for review.” To achieve “ready to review” status, the applicant must submit all forms and materials required per the City’s development application checklist for review by the Planning Department. Once staff is satisfied that all forms and materials have been submitted as required, the applicant is invoiced and is authorized to officially submit the application. The City considers the 30-day PSA completeness clock to begin at the time when an applicant is issued an invoice and payment is made – and not at the time the application is originally submitted. Therefore, the time it takes for a project to achieve “ready to review” status is indefinite and may exceed 30 calendar days.

The PSA requires local jurisdictions determine in writing whether an application is complete within *30 calendar days after the application is received* (Gov. Code § 65943, subd. (a), emphasis added). If the application is incomplete, the local jurisdiction must provide the applicant with a list of items that were not included in the application. That list must be limited to only those items contained within the local jurisdiction’s development application submittal checklist. The City’s application intake review process appears to be a completeness review consistent and subject to the PSA because the City requires all the application checklist items be provided in this process. However, the City is not complying with the provisions of the PSA in that the City is not providing clear and transparent guidelines for what satisfies the application intake process and may take over 30 calendar days to complete the intake review.

Additionally, when the City ultimately accepts an application for review, HCD understands the City adheres to its own timing provisions contained in the City’s municipal code which states, “...when business days are referenced, they include only days when City Hall is open. The end of a time period is computed by excluding the first day and including the last day. If the last day is a holiday observed by the City or a City Hall non-business day, that day is excluded” (BMC § 23.104.030(F)). Based on this municipal code provision, it appears that the City excludes the day the application was submitted and excludes weekends, holidays, and days that City Hall is closed to the public. The practice of reviewing housing applications based on business days adds to

constraints contributing to the housing crisis and is inconsistent with the provisions and intent of the PSA. The PSA explicitly states that local jurisdictions are required to determine whether an application is complete within *30 calendar days*, and not business days.

Recommendations

As supported by the content of this letter, HCD makes the following recommendations to the City to best implement state law and housing element program commitments to streamline permit processing:

- 1. Completeness review begins at application submittal.** When an application is submitted to the City for review, the City has 30 calendar days from the submittal date to determine completeness in writing per the PSA. Therefore, the City's intake review process is a completeness review and is subject to the PSA and must be completed within 30 calendar days. The City should make it possible for an applicant to pay the application review fee at the time the application is submitted (e.g., via a written check, online payment portal, etc.)
- 2. Calendar days.** The PSA requires the City to provide written comments to the applicant for a completeness review within *30 calendar days*. This includes weekends, holidays, and any City Hall closures. The City's Zoning Code provision and HCD's procedures are not compliant with the PSA. Amendments to the City's Zoning Code and internal procedures should be implemented consistent with the PSA.

Conclusion

HCD is aware that the City applied for the Prohousing Designation Program on August 17, 2023, to qualify for funding benefits. To qualify for the Prohousing Designation, the City must meet threshold requirements, including but not limited to, a compliant housing element and compliance with applicable state housing laws such as the PSA at the time of application. HCD recommends the City make the necessary streamlining improvements referenced above to fully comply with the PSA and to qualify for the Prohousing Designation Program.

HCD requests the City provide a written response by January 7, 2023. The Housing Accountability Unit will review the City's response in coordination with the Prohousing Designation Division to ensure the City meets all requirements to obtain the Prohousing Designation. The written response should include details such as, but not limited to, a timeline of actions that the City will undertake to address the recommendations listed above.

HCD acknowledges the challenges with reduced staffing coupled with a high volume of development applications and applauds the City in its efforts to implement the City's 6th Cycle Housing Element programs. HCD advises that the contents of this letter not be used to delay or otherwise unnecessarily complicate the intake and processing of entitlements. HCD reminds that the State of California is in a housing crisis, and the provision of housing is a priority of the highest order. If you have any questions regarding the content of this letter or would like additional technical assistance, please contact Jessica Evans at jessica.evans@hcd.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannan West". The signature is fluid and cursive, with the first name "Shannan" and the last name "West" clearly distinguishable.

Shannan West
Housing Accountability Unit Chief

ATTACHMENT 2

April 25, 2024 Letter to Development Services

April 25, 2024

VIA E-MAIL

Development Services, Planning Division
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
Attn: Jennifer Carman, Development Services

Re: Monterey Renaissance Builder's Remedy Project (PRE2023-0008)

Dear Ms. Carman:

This letter is in follow up to the above-referenced application submitted on behalf of Glenrock Builders, Inc. ("Applicant") on March 11, 2024. The application is deemed complete by operation of law under the Permit Streamlining Act (Gov. Code § 65943), as the City has not provided a completeness determination within 30 days after receiving the application.

The Permit Streamlining Act (PSA) expressly requires cities to respond no later than 30 calendar days after an application for a development project is received. (Gov. Code § 65943(a).) Courts have strictly interpreted this 30-day deadline in furtherance to the underlying policies of the PSA. (*Orsi v. City Council* (1990) 219 Cal.App.3d 1576 [application deemed complete by operation of law; notice of incompleteness was issued 11 days after 30-day PSA deadline].) In addition, amendments to the PSA made by SB 330 in 2019 established closer controls over items that a city may review in determining application completeness: "If the application is determined to be incomplete, [the city] shall provide the applicant with an exhaustive list of items that were not complete. That list shall be limited to those items actually required on the lead agency's submittal requirement checklist. In any subsequent review of the application determined to be incomplete, the local agency shall not request the applicant to provide any new information that was not stated in the initial list of items that were not complete." (*Id.*)

More recently, the Department of Housing and Community Development ("HCD") has advised cities to comply with the 30-day response deadline so that applications for housing development projects can be processed in a more timely manner. A copy of HCD's December 7, 2023 Technical Assistance letter was attached to our previous correspondence and is attached again for reference. (**Attachment 1**) As HCD notes, there is no support under the PSA to delay the commencement of the City's 30-day period to respond on the payment of application fees.

Here, the application consists of a tentative subdivision map application and clearly falls within the purview of the PSA. The City's Application Submittal Checklist, however, does not include payment of application fees as a checklist item. (**Attachment 2**) To the contrary, the Checklist states "Once received Staff will respond with the associated fees and payment options." As the City's Checklist does not expressly condition receipt of an application based on the payment of fees, the 30-day PSA deadline to respond for this project began, as a matter of law, on the date that all of the items on the application checklist were submitted and received by the City. Note, however, that even for cities that expressly condition the payment of fees as an application checklist item, HCD has opined that the PSA does not authorize cities to indefinitely delay a 30-day completeness determination on the payment of those fees.

For this project, the Applicant also requested, at the time that the application was submitted, that the City transfer previously deposited funds for an Urban Service Area (USA) amendment, for the purpose of initiating the City's processing of this application. The Applicant therefore initiated payment of the City's application fees at the time that the application was submitted and received by the City. The Applicant's payment of fees on April 5, 2024, however, indicates that no funds were transferred. If a balance remains in any other accounts on file on behalf of Glenrock Builders, we ask that those funds be reimbursed directly to Glenrock, along with an accounting of all expenses incurred in connection with that deposit account.

Lastly, we note that the City's method for calculating the application fee for this project remains under dispute given that the application fees for this project in the amount of \$364,770.04 are disproportionate to the City's actual, reasonable costs in processing a subdivision application. The Applicant made its payment under protest at the time that the application fees were paid to the City. Since then, the U.S. Supreme Court issued its ruling in *Sheetz v. County of El Dorado, California* (2024) 144 S. Ct. 893, holding that there is no legislative exemption for fees and exactions imposed pursuant to the Mitigation Fee Act ("MFA"). That ruling directly applies here, as application fees are governed by the MFA. (Gov. Code § 66000(b).) Other provisions of the MFA remain in place, such as the accrual of 8% interest pending the outcome of any challenge. (Gov. Code § 66020.)

As the application is deemed complete by operation of law, the Applicant requests that the City initiate review of this project under CEQA, given that the PSA and other deadlines for completing such review are now in effect.

Sincerely,



Robin R. Baral

Attachments

cc: Don Larkin, City Attorney
Client

ATTACHMENT 3

May 1, 2024 Letter from Development Services



17575 Peak Avenue
Morgan Hill, CA 95037-4128
TEL: (408) 778-6480
FAX: (408) 779-7236
www.morganhill.ca.gov

May 1, 2024

Robin Baral, Senior Counsel
Hanson Bridgett LLP
425 Market Street, 26th Floor,
San Francisco, CA 94105

VIA EMAIL

Re: Glenrock - Monterey Road Renaissance (PRE2023-0008)

Dear Mr. Baral:

The City of Morgan Hill is in receipt of your letter dated April 25, 2024 and has prepared responses to different points expressed within the letter. We have copied those points with a response below each one.

The application is deemed complete by operation of law under the Permit Streamlining Act (Gov. Code § 65943), as the City has not provided a completeness determination within 30 days after receiving the application.

The Permit Streamlining Act (PSA) expressly requires cities to respond no later than 30 calendar days after an application for a development project is received.

More recently, the Department of Housing and Community Development ("HCD") has advised cities to comply with the 30-day response deadline so that applications for housing development projects can be processed in a more timely manner.

The City received a link on March 11, 2024 which was updated on March 12, 2024 to a completed application form and supporting documents. This is not considered receipt of an application. The City does not accept applications without payment. The City of Morgan Hill is a cost recovery agency and as such, work does not commence any work on new applications until payment is received – even completeness review. Your client has filed dozens of applications with the City and is well aware of our procedures. The Preliminary Application was filed on September 15, 2023. Payment for the preliminary application was received on September 25, 2023, which started the 180-day Preliminary Application time period.

The City's Application Submittal Checklist, however, does not include payment of application fees as a checklist item. To the contrary, the Checklist states "Once received Staff will respond with the associated fees and payment options." As the City's Checklist does not expressly condition receipt of an application based on the payment of fees, the 30-day PSA deadline to respond for this project began, as a matter of law, on the date that all of the items on the application checklist were submitted and received by the City. Note, however, that even for cities that expressly condition the payment of fees as an application checklist item, HCD has

opined that the PSA does not authorize cities to indefinitely delay a 30- day completeness determination on the payment of those fees.

The payment requirement is clearly stated on the first page of the document:

“Application Submittals can be sent to planning@morganhill.ca.gov. Once received Staff will respond with the associated fees and payment options. **The application submittal date is identified as the day fees are paid. Incomplete submittals that are missing materials from this checklist will not be accepted.** Based on the project type and proposal, Planning Division staff has the right to waive filing requirement items listed below if not needed.”

The Applicant also requested, at the time that the application was submitted, that the City transfer previously deposited funds for an Urban Service Area (USA) amendment, for the purpose of initiating the City's processing of this application.

A USA Amendment (Application #USA2024-0001) was filed and paid for on January 17, 2024 for the Monterey-Glenrock project. Work is underway for this application. No paperwork has been submitted to withdraw this application and request a refund. The SB330 Design Review application is an entirely separate application and it will be processed accordingly.

The Applicant therefore initiated payment of the City's application fees at the time that the application was submitted and received by the City. The Applicant's payment of fees on April 5, 2024, however, indicates that no funds were transferred. If a balance remains in any other accounts on file on behalf of Glenrock Builders, we ask that those funds be reimbursed directly to Glenrock, along with an accounting of all expenses incurred in connection with that deposit account.

Payment for the SB330 application was received on April 5, 2024. There was no deposit on file and no funds eligible to transfer. On January 18, 2024, your client was informed that the City cannot shift funds between projects and was issued a refund for the withdrawal of a General Plan Amendment for a separate project.

Lastly, we note that the City's method for calculating the application fee for this project remains under dispute given that the application fees for this project in the amount of \$364,770.04 are disproportionate to the City's actual, reasonable costs in processing a subdivision application. The Applicant made its payment under protest at the time that the application fees were paid to the City.

Permit fees are based on a nexus study that analyzed the cost of processing each individual permit and using our hourly rate and overhead costs to calculate the appropriate fee. In this case, your client's fees were calculated appropriately. No documents were submitted with payment that would suggest the payment was made under protest.

As the application is deemed complete by operation of law, the Applicant requests that the City initiate review of this project under CEQA, given that the PSA and other deadlines for

completing such review are now in effect.

The payment for the application was received by the City on April 5, 2024. The City is required to issue the completeness determination by May 5, 2024. However, it should be noted that the 180-day preliminary application period expired on March 23, 2024, so the April 5th submittal is being treated as a new application. Approval of the project will be contingent on City Council approval of General Plan and Zoning Ordinance amendments. The need for these amendments will be reflected in the letter issued this week.

If you have any questions, you may email me at jennifer.carman@morganhill.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jennifer Carman', followed by a horizontal line extending to the right.

Jennifer Carman
Development Services Director

ATTACHMENT 4
May 3, 2024 Letter from Development Services



17575 Peak Avenue
Morgan Hill, CA 95037-4128
TEL: (408) 778-6480
FAX: (408) 779-7236
www.morganhill.ca.gov

May 3, 2024

Rocke Garcia
Glenrock Builders, Inc
14500 Sycamore Avenue
Morgan Hill, CA 95037

VIA EMAIL

Re: Tentative Map/Design Review SD2024-0005/SR2024-0007/EA2024-0005: Monterey -
Glenrock

Dear Mr. Garcia:

The City of Morgan Hill received a submittal on April 5, 2024 for the above mixed-use project proposing 263-units on approximately 30-acres and 4-acres of commercial on the 34.8-acre site. The properties identified by Assessor Parcel Numbers 825-06-014, 015, and 016 are located on the east side of Monterey Road between John Wilson Way and Starswept Lane. These applications are related to the SB330 Prelim (PRE2023-0008) filed on September 25, 2023. The SB330 Preliminary application expired on March 23, 2024. As such, this is now a standard SB330 application that will require a General Plan Amendment and Planned Development to develop the project as proposed. Review of this Design Permit (SR2024-0007) and Tentative Map (SD2024-0005) application and SR2024-0007 will pause until a General Plan Amendment and Planned Development application is submitted. Should the applicant decide to withdraw this application, please submit a letter and the City will reimburse funds minus staff time spent to date.

Below is a summary of general information required for the proposed project at this location. In addition to the general information, this application has been reviewed for completeness in accordance with the Permit Streamlining Act (California Government Code Section 65920 *et seq.*) and has been deemed incomplete and listed under submittal requirements for completeness below:

Submittal Requirements for Completeness:

1. The General Plan designates 26.7-acres of the site as Residential Detached Medium (RDM up to 7-units to the acre and 7.34-acres as Residential Detached Low (RDL up to 4-units per acre). The project includes a commercial component that is not consistent with the land use designation and would require a General Plan Amendment prior to processing the Tentative Subdivision Map and Design Permit applications.
2. The Zoning Designation for the 26.7-acres of the site is Residential Detached Medium (RDM 7,000) and 7.34-acres as Residential Detached Low (RDL12,000). The project as proposed includes a commercial component that is inconsistent with the allowed uses in this zoning designation. In addition, the proposed unit types and lot sizes do not meet the zoning

designation standards. To keep the project proposal as it is today, a Zoning Amendment/Planned Development will be required to develop the project as proposed. Those applications would need to be submitted and/or processed prior to processing the Design Permit and Tentative Map.

3. The application submittal checklist did not include the applicants understanding by checking the box on page 2 that “the project will need to comply with the Objective Criteria and Residential Development Design and Development Standards.” This box will need to be checked so we know the applicant understands.
4. Also on page 2 of the application submittal checklist, the applicant did not check the box or provide initials for the “I understand that resubmittals require a written response letter addressing each comment and where the new information can be found along with updated plans reflecting changes with cloud, delta, and date revisions. This box will need to be checked and initialed.
5. Streetscape Plans: A plan illustrating how the new project will appear in the context of existing surrounding buildings, structures, streetscapes and other relevant parts of the setting are required. These can be 3D renderings or elevations of the proposed buildings built into street scape photos of the existing adjacent properties.
6. Flood Study: Pursuant to Objective Standard #65 (Floodplain Development), the project shall submit a flood study and supporting flood modeling to the City and separately to Valley Water for review and concurrence with their standards and requirements. The project is required to submit a flood study and modeling due to the following conditions: 1) the project may be placing fill on the site and 2) the site is located near a creek or waterway (e.g. West Little Llagas Creek) where a flood study may also be required by the Santa Clara Valley Water District (“Valley Water”). The project’s design review application will not be deemed complete until Valley Water has provided a written verification that the project has been reviewed for compliance with Valley Water’s standards and requirements and the project has paid Valley Water’s review fees.
7. Development Design and Development Standards (DDDS) Checklist is incorrectly filled out in that some items are labeled as N/A. Because this application is not eligible as a Builders Remedy application, the proposed project will need to meet the General Plan and City objective standards (including Zoning) and submit additional information required by the DDDS Checklist.

Below is a list of information to note once project review continues. This information does not relate to a completeness determination but required documentation will need to be submitted with the resubmittal of this application to determine consistency:

1. We understand there is an application in process for an amendment to the Urban Service Area to include these properties. That application will need to be completed prior to Design Permit and Tentative Map approval.

2. An acoustical analysis report shall be submitted showing interior and exterior noise mitigations required for compliance with the MHMC, California Building Code and CALGreen code.
3. Channel Permits:
 - a. Bridge crossing over the channel will required channel permits.
 - b. Obtain the approval from necessary permits from: SWRCB, Army Corp, Fish and Game, and any other appurtenant approvals.
 - c. Additional conditions may apply following channel permit approval.
4. The project as proposed will generate over 100 trips and therefore will be required to provide a Transportation Impact Analysis Report. This will be conducted as part of any CEQA process for a proposed project. Please note that the project as proposed may have a significant unmitigable impact regarding VMT and potentially GHG in this area of our City.
5. Traffic: Provide Traffic Operations Analysis prepared by Traffic Engineer. Show the project's proposed engineering strategy, physical improvements and/or operational systems to ensure safe and appropriate transportation operation at the proposed (four way) intersection at West Middle Avenue and Monterey Road intersection. Update plans as needed based on requirements of the traffic analysis.
6. Fire exhibit plan conforming to detail 11-B of the City of Morgan Hill's Fire Prevention Division Standard Details and Specifications. Plan shall include turning radius, drive aisle widths, fire apparatus staging areas, and drive isle lengths.
7. Provide the fire sprinkler design guidelines for each type of occupancy.
8. Water and Sanitary Capacity Studies/Modeling (Pursuant to Object Standards #61 and #62:
 - a. The proposed residential project is outside of the City's Urban Service Area (USA); the project's water and sewer demands have not been analyzed by the City's adopted Sewer System Master Plan and the Water Master Plan. The project shall submit its water and sewer demand data to the City's master plan consultant to model the project's impacts to the sewer and water system. The project shall be responsible for the cost of master plan modeling and improvements triggered by the model's findings.
 - b. Note: The project has a concurrent USA application, USA2024-0001 Glenrock, to be annexed into the City's USA to be allowed to connect to city water and sanitary. Paired with USA application, USA2024-0002 Monterey - Third Millennium, a joint capacity study of Water and Sanitary has been coordinated to determine if existing water and sanitary systems are adequate or if additional improvements will be required of the respective projects. However, the studies have not been completed for submittal.
9. Broadband Connectivity: Pursuant to Objective Standard #66 (Broadband Connectivity), the project shall provide broadband conduit installed in the public right-of-way(s) to service the

project, in accordance with the City's Broadband Standards. The project will be required to provide broadband conduit from the public right-of-way(s) to each home or building in the project.

10. Undergrounding Utilities: Pursuant to objective standard #49, All existing overhead utilities adjacent to any site boundary, within the project site, or along any street frontage are placed underground in accordance with City standards and affected utility company guidelines.

- a. Monterey Road frontage: The project is responsible for undergrounding along the project's frontage.
- b. For the overhead utilities on the opposite side of Monterey Road, the project will be required to pay the undergrounding in-lieu.

11. Valley Water

- a. Existing well improvements: According to Valley Water's Well Information GIS Map, there one (1) existing active well on the project site. The existing active well facilities are listed below with their respective Valley Water well permit identification numbers. At Design Review, revise the site development plan, utility plan, and any other pertinent plans to show the existing active well facilities and identify if there are any proposed improvements on the existing well facilities or if the facilities will remain in their existing conditions:
 - i. Permit # 09S03E34Q003 (groundwater monitoring well)
 - ii. The project will be required to obtain Valley Water review and approval for the proposed improvements review on and/or around the existing active wells improvements prior to the start of the project's CEQA review.

12. Sanitary Sewer

- a. Private Sanitary Sewer Agreement: The proposed on-site sanitary sewer lines and sewer laterals are required to be private. A Private Sanitary Sewer Maintenance Agreement, which outlines the responsibility for operation and maintenance of the project's private sanitary sewer lines and private sewer laterals, will also be required. The Private Sanitary Sewer Maintenance Agreement shall be recorded at the County Recorder's Office concurrently with the Final Map.

13. Water

- a. Pursuant to objective standard #61 (Water Infrastructure), the project proposes water infrastructure improvements consistent with the City's Design Standards and Standard Details, and the City's Water System Master Plan.
- b. According to Water System Master Plan (2021), there is a proposed 10-inch water line improvement number NH-P8 at Nob Hill Pressure Zone. The proposed water line is located along the Monterey Road frontage running from John Wilson Way to East Middle Avenue.
- c. The project shall extend the existing 10" waterline to northwesterly of John Wilson Way (up to 15145 Monterey Road property)

14. Landscape/Irrigation Plan

- a. The scaled Site and Development Plan that incorporates a visual representation of the proposed landscape and hardscape details. Projects are required to comply with the City's Water Conservation and Landscaping Ordinance Chapter 18.148 of the Morgan Hill Municipal Code and the requirements of Chapter 18.64 (Landscaping) of the Morgan Hill Municipal Code.
- b. Public street trees are to be located in the frontage planter strip at 30 feet on center per the standard details.

Should the applicant wish to pursue the project as proposed, please submit the General Plan Amendment and Zoning Amendment with Planned Development applications.

Should the applicant choose to process the General Plan Amendment and Zoning Amendment/Planned Development first, please submit the required applications and indicate whether you want to withdraw the Design Permit and Tentative Map applications. Once the General Plan and Zoning applications are considered and approved by City Council you may then resubmit for the Tentative Map and Design Review applications. If you have any questions, you may call or email me at tiffany.brown@morganhill.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Brown', with a stylized flourish at the end.

Tiffany Brown
Senior Planner
408.310-4655

ATTACHMENT 5
Morgan Hill Application Fee Study

CITY OF MORGAN HILL

Report for:

Comprehensive Fee Study of Planning and Land Development Engineering

December 13, 2021

Prepared by:



Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

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1. EXECUTIVE SUMMARY

NBS performed a Comprehensive Fee Study of Planning and Land Development Engineering (Study) for the City of Morgan Hill. The purpose of this report is to present the findings and recommendations of the various fee analyses performed as part of the Study and provide the City with the information needed to update and establish user and regulatory fees for service. Throughout the process, the Study afforded much effort to ensure that not only are the fees and charges reasonable and equitable, but that they also meet industry standards and uphold the statutory requirements of the State of California.

California cities, counties, and special districts may impose user and regulatory fees for services and activities they provide through provisions set forth in the State Constitution, Article XIII C § 1. Under this legal framework, a fee may not exceed the reasonable cost of providing the service or performing the activity. For a fee to qualify as such, it must relate to a service or activity performed at the request of an individual or entity upon which the fee is imposed, or their actions specifically cause the local government agency to perform additional activities. In this instance, the service or underlying action causing the local agency to perform the service is either discretionary and/or is subject to regulation. As a discretionary service or regulatory activity, the user fees and regulatory fees considered in this Study fall outside of the definition and statutory requirement to impose general taxes, special taxes, and fees a result of property ownership.

The City's main reason for conducting this Study was twofold: (1) first, to ensure that existing fees do not exceed the costs of service, and (2) second, to provide an opportunity for City Council to re-align fee amounts with the adopted cost recovery policies.

1.1 Findings

This Study examined user and regulatory fees managed by the City's Planning and Engineering Land Development divisions. The Study identified an estimated \$2.02 million in eligible costs for recovery from fees for service compared to approximately \$1.52 million the City is currently collecting each year from fees. The following table provides a summary of the Study's results:

Table 1. Report Summary

Fee Category	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Cost Recovery Surplus/ Deficit	Existing Cost Recovery Percentage
Planning	\$917,815	\$1,225,157	(\$307,342)	75%
Engineering Land Development	\$598,115	\$795,015	(\$196,900)	75%
Total	\$ 1,515,930	\$ 2,020,172	\$ (504,242)	75%

As shown in Table 1 above, the City is recovering approximately 75% of the costs associated with providing user and regulatory fee-related services. Should Council adopt fees at 100% of the full cost recovery amounts determined by this Study, an additional \$504,000 in costs could be recovered.

However, as Section 2.2.3 later explains, there may be other local policy considerations that support adopting fees at less than the calculated full cost recovery amount. Since this element of the Study is subjective, NBS provided the maximum potential of fee amounts at 100% full cost recovery for the City to consider. Once City Council has reviewed and evaluated the results of the Study, the City can set appropriate cost recovery levels according to local policy goals and considerations.

1.2 Report Format

This report documents the analytical methods and data sources used in the Study, presents findings regarding current levels of cost recovery achieved from user and regulatory fees, and provides a comparative survey of fees to neighboring agencies for similar services. The report is organized into the following sections:

- o Section 2 - Outlines the general framework, approach, and methodology of the Fee Study.
- o Sections 3 through 4 - Discusses the results of the cost of service analysis performed by department and/or fee program. The analysis applied considers: (1) the fully burdened hourly rate(s); (2) the calculation of the costs of providing service; and, (3) the cost recovery policies of each fee category.
- o Section 5 - Presents the conclusions of the analysis provided in the preceding sections.
- o Appendices to this report - Include additional details of the analysis performed and a comparison of the fees imposed by neighboring agencies for similar services.

2. INTRODUCTION AND FUNDAMENTALS

2.1 Scope of Study

The following is a summary of the fees evaluated during the Study:

- o Planning Division services for zoning, permitted uses, and other processing requests
- o Engineering Land Development Division, including:
 - Final map review and approval
 - Plan Check and Inspection for improvements within the right-of-way
 - Encroachment permits

The fees examined in this report specifically exclude development impact fees, utility rates, and any special tax assessments which fall under a different set of statutory and procedural requirements from the body of user and regulatory fees analyzed in this Study. The Study also excludes facility and equipment rental rates, as well as most fines and penalties imposed by the City for violations of its requirements or codes.¹

2.2 Methods of Analysis

Three phases of analysis were completed for each City department, division or section studied:



2.2.1 COST OF SERVICE ANALYSIS

This cost of service analysis is a quantitative effort that compiles the full cost of providing governmental services and activities. There are two primary types of costs considered: direct and indirect costs. Direct costs are those that specifically relate to an activity or service, including the real-time provision of the service. Indirect costs are those that support the provision of services in general but cannot be directly or easily assigned to a singular activity or service.

Direct Costs:

- o **Direct personnel costs** – Salary, wages and benefits expenses for personnel specifically involved in the provision of services and activities to the public.

¹ According to the California Constitution Article XII C § 1 (e) (4) and (5), the City is not limited to the costs of service when charging for entrance to or use of government property, or when imposing fines and penalties.

- o **Direct non-personnel costs** – Discrete expenses attributable to a specific service or activity performed, such as contractor costs, third-party charges, and materials used in the service or activity.

Indirect Costs:

- o **Indirect personnel costs** – Personnel expenses supporting the provision of services and activities. This can include line supervision and departmental management, administrative support within a department, and staff involved in technical support activities related to the direct services provided to the public.
- o **Indirect non-personnel costs** – Expenses other than labor involved in the provision of services. In most cases, these costs are allocated across all services provided by a department, rather than directly assigned to individual fee/rate categories.
- o **Overhead costs** – These are expenses, both labor and non-labor, related to agency-wide support services. Support services include general administrative services such as City Manager, Finance, Human Resources, etc. The amount of costs attributable to the departments or divisions included in this Study were sourced from the City's Operating Budget.

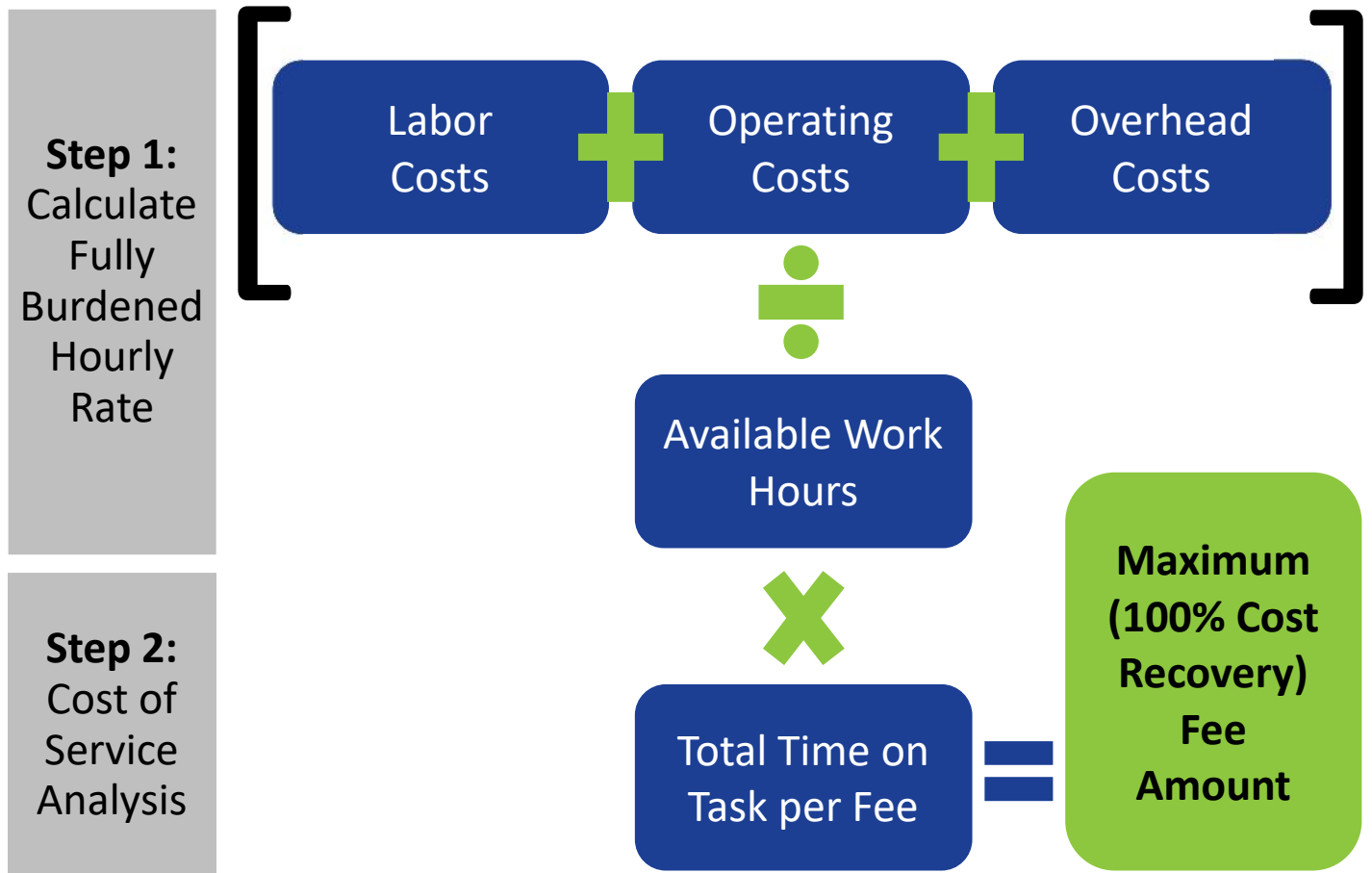
All cost components in this Study use annual (or annualized) figures, representing a twelve-month cycle of expenses incurred by the Division in the provision of all services and activities City-wide.

Nearly all the fees reviewed in this Study require specific actions on the part of City staff to provide the service or conduct the activity. Since labor is the primary underlying factor in these activities, the Study expresses the full cost of service as a fully burdened cost per labor hour. NBS calculated a composite, fully burdened, hourly rate for each department, division, program, or activity applicable to the specific organization and needs of each area studied. This rate serves as the basis for further quantifying the average full cost of providing individual services and activities. Determining the fully burdened labor rate for each department, and the various functional divisions within a department, requires two data sets: (1) the full costs of service, and (2) the number of staff hours available to perform those services. NBS derived the hours available based on the complete list of all City employees and/or available service hours of its contracted professionals (where applicable).

The City supplied NBS with the total number of paid labor hours for each employee involved in the delivery of services included in this Study. These available hours represent the amount of productive time available to provide both fee-recoverable and non-fee recoverable services and activities. Available labor hours divided into the annual full costs of service equal the composite, fully burdened, labor rate. Some agencies may also use the resulting rates for purposes other than setting fees, such as calculating the full cost of general services or structuring a cost recovery agreement with another agency or third party.

NBS also assisted the City in estimating the staff time for the services and activities listed in the City's fee schedule. Time tracking records for the fee programs studied as part of this analysis, when available, proved useful in identifying time spent providing general categories of service (e.g., division administration, plan review, inspection, public information assistance, etc.). However, the City does not systematically track the service time of activities for all departments or all individual fee-level services provided. Therefore, NBS also relied on interviews and questionnaires to develop the necessary data sets

of estimated labor time. In many cases, the City provided estimates of the average amount of time (in minutes and hours) it took to complete a typical service or activity considered on a per-occurrence basis. It should be noted that the development of these time estimates was not a one-step process but required careful review by both NBS and department managers to assess the reasonableness of such estimates. Based on the results of this review, the City reconsidered its time estimates until all parties were comfortable that the fee models reasonably reflected the average service level provided by the City. Finally, the fully burdened labor rate(s) calculated in earlier steps were applied at the individual fee level time estimates, yielding an average total cost of providing each fee for service or activity. The graphic below provides a visual representation of the steps discussed in this section.



2.2.2 FEE ESTABLISHMENT

The fee establishment process includes a range of considerations, including the following:

- o **Addition to and deletion of fees** – The Study provided each department with the opportunity to propose additions and deletions to their current fee schedules, as well as re-name, re-organize, and clarify which fees were to be imposed. Many of these fee revisions allowed for better adherence to current practices, as well as the improvement in the calculation, application, and collection of the fees owed by an individual. Some additions to the fee schedule were simply the identification of existing services or activities performed by City staff for which no fee is currently charged.
- o **Revision to the structure of fees** – In most cases, the focus was to re-align the fee amount to match the costs of service and leave the current structure of fees unchanged. However, in several cases, fee categories and fee names had to be simplified or re-structured to increase the likelihood of full cost recovery or to enhance the fairness of how the fee is applied to the various types of fee payers.
- o **Documentation of the tools used to calculate special cost recovery** – The City’s fee schedule should include the list of fully burdened rates developed by the Study. Documenting these rates in the fee schedule provides an opportunity for the City Council to approve rates for cost recovery under a “time and materials” approach. It also provides clear publication of those rates so that all fee payers can readily reference the basis of any fee amounts. The fee schedule should provide language that supports special forms of cost recovery for activities and services not included in the adopted master fee schedule. In these rare instances, published rates are used to estimate a flat fee or bill on an hourly basis, which is at the department director’s discretion.

2.2.3 COST RECOVERY EVALUATION

The NBS fee model compares the existing fee for each service or activity to the average total cost of service quantified through this analysis. Here are the possible outcomes of the fee analysis:

- o Cost recovery rate of 0% - This signifies that there is currently no current recovery of costs from fee revenues (or insufficient information available for evaluation).
- o Cost recovery rate of 100% - This means that the fee currently recovers the full cost of service.
- o Cost recovery rate between 0% and 100% - This indicates partial recovery of the full cost of service through fees.
- o Cost recovery rate greater than 100% - This means that the fee exceeds the full cost of service. User fees and regulatory fees should not exceed the full cost of service.

In all cases, the cost recovery rate achieved by a fee should not be greater than 100%. In most cases, imposing a fee above this threshold could change the definition of the charge from a cost of service based fee to a tax which has other procedural requirements, such as ballot protest or voter approval.

This report provides the City with the 100% full cost recovery fee calculation. The City can use the results to implement each fee at 100% or less based upon its broader local policy goals.

2.2.4 COMPARATIVE FEE SURVEY

Appendix B presents the results of the Comparative Fee Survey for the City. Policy makers often request a comparison of their jurisdictional fees to those of surrounding or similar communities. The purpose of a comparison is to provide a sense of the local market pricing for services, and to use that information to gauge the impact of recommendations for fee adjustments.

In this effort, NBS worked with the City to choose five comparative agencies – Gilroy, Palo Alto, San Jose, Santa Clara and Sunnyvale. It is important to keep the following in mind when interpreting the general approach to, and use of, comparative survey data:

- o Comparative surveys do not provide information about cost recovery policies or procedures inherent in each comparison agency.
- o A “market-based” decision to price services below the full cost of service calculation is the same as deciding to subsidize that service.
- o Comparative agencies may or may not base their fee amounts on the estimated and reasonable cost of providing services. NBS did not perform the same level of analysis of the comparative agencies’ fees.
- o The results of comparative fee surveys are often non-conclusive for many fee categories. Comparison agencies typically use varied terminology for the provision of similar services.

NBS made every reasonable attempt to source each comparison agency’s fee schedule from their respective websites and compile a comparison of fee categories and amounts for the most readily comparable fee items that match the City’s existing fee structure.

2.2.5 DATA SOURCES

The following data sources were used to support the cost of service analysis and fee establishment phases of this Study:

- o The City’s Adopted Budget for Fiscal Year 2021-22
- o A complete list of all City personnel, salary/wage rates, regular hours, paid benefits, and paid leave amounts provided by the Finance Department
- o Prevailing fee schedules
- o Annual workload data provided by each department and/or fee program evaluated in the Study

The City’s adopted budget serves as an important source of information that affects the cost of service results. NBS did not audit or validate the City’s financial documents and budget practices, nor was the cost information adjusted to reflect different levels of service or any specific, targeted performance benchmarks. This Study accepts the City’s budget as a legislatively adopted directive describing the most appropriate and reasonable level of City spending. NBS consultants accept the City Council’s deliberative process and the City’s budget plan and further assert that through this legislative process, the City has yielded a reasonable and valid expenditure plan to use in setting cost-based fees.

3. PLANNING DIVISION

The The Planning Division performs a variety of services intended to protect, maintain, and develop an attractive, safe, and healthy environment. Responsibilities include:

- o Property development and land use activities occurring in the City
- o Provide direction and leadership in implementing the goals, objectives, and policies of the General Plan as adopted by the City Council
- o Orderly development of the City and the administration of various land use regulations, including the zoning code, design review ordinances, sign code, and the cultural resources preservation ordinance.
- o Technical assistance and staff support to the Planning Commission.

3.1 Cost of Service Analysis

The following table shows the Planning Division's estimated full cost of providing services on an annual basis and the fully burdened cost per hour developed for cost recovery purposes through fees for services.

Table 2. Fully Burdened Hourly Rate

Expenditure Type	Functional Activities / Cost Pools			
	Public Counter / General Information	Strategic Initiatives / Special Projects	Current Planning - Direct Services	Total
Labor	\$ 294,568	\$ 22,909	\$ 511,080	\$ 828,557
Recurring Non-Labor	78,726	31,123	136,590	246,438
Citywide Overhead	74,723	5,811	129,645	210,179
Allocated Common Activities	198,579	26,525	344,538	569,642
Division Total	\$ 646,595	\$ 86,368	\$ 1,121,852	\$ 1,854,816
Cost Recovery Targeted from Fees	10%	0%	100%	64%
Amount Targeted for Consideration in Billings/Fees	\$ 64,660	\$ -	\$ 1,121,852	\$ 1,186,512
Amount Requiring Another Funding Source	581,936	86,368	-	\$ 668,304
Cost per Direct Hour Recoverable from Fees for Service	\$ 13		\$ 222	\$ 235
Overtime Rate				\$ 270
<i>Reference: Direct Hours Only</i>				5,055

As Table2 above shows, the total cost of providing services is approximately \$1.85 million per year. However, the results of the cost of service analysis identified \$1.19 million in costs for recovery from the City's fees for service with the remaining \$668,000 recommended for recovery through funding sources other than fees. All subsequent cost of service calculations at the individual fee level assume a fully burdened hourly rate of **\$235** during business hours, and **\$270** outside of business hours.

Based on interviews with Division staff, the analysis segregated the total cost of services into three primary services categories: (1) Public Counter/General Information; (2) Strategic Initiative/Special Projects; and, (3) Current Planning - Direct Permitting Services. In order to clarify the underlying costs and assumptions used to calculate the fully burdened hourly rate, here is a summary of the descriptions for each cost category:

- o **Public Counter/General Information** – Activities associated with responding to phone calls and general information requests that support the development review process. Typically, some portion of costs for the provision of general public information and assistance do not apply toward recovery from fees and are considered a basic function of governmental services to the public. Planning staff estimated that approximately 10% of these costs support land use application review activities, while the remaining costs should not be considered in the calculation of fees for services.
- o **Strategic Initiative/Special Projects** – Planning Staff participate in a variety of strategic initiative and special programs that do not apply toward recovery from fee revenues. These services are funded through a variety of sources, including the General Fund, penalties, hourly billings, or enterprise fund revenues.
- o **Current Planning - Direct Services** – The Division’s responsibilities are comprised mostly of development review and approval; therefore, 100% of these costs are recoverable from its routine fees for service.

The fully burdened hourly rate involves significant analytical and policy-related decisions regarding the inclusion of categorized activity costs. The decision to either include or exclude certain costs toward recovery in fees for service stems from the basic fee setting parameters set forth by industry standard fee calculation methods and the California State Constitution. State statutes require that any new fee that is levied or any existing fee that is increased should not exceed the estimated amount required to provide the service for which the charge is levied.

3.2 Fee Establishment

The following is a summary of the overall changes to the Planning Division’s fee schedule:

- o Deletion of fees that are no longer used or needed, such as Review of Engineering Plans which was moved to the Engineering Land Development fee schedule;
- o Reorganization of fee categories or clarification of fee names to create a more user-friendly fee structure; and,
- o Addition of new fee categories, such as Business License Zoning Review.²

In addition to the Planning Division’s costs, this analysis also includes support costs from other departments who directly review and provide comments on planning applications and user fee services. Engineering, Building, Fire, Housing and Police also participate in the review of Planning’s applications and their costs have been included with the Planning cost to show the full cost of providing Planning applications and fees. A detailed cost analysis for Engineering was performed by NBS and is provided in the next report chapter. Costs for Building, Fire, Housing and Police were provided by the City’s Finance Department.

² Refer to Section 2.2, *Methods of Analysis*, for additional discussion on the Study’s approach to adding, deleting, and revising fee categories.

3.3 Cost Recovery Evaluation

Appendix A.1 presents the results of the detailed cost recovery analysis of fees for the City's Planning Division. In the Appendix, the "Cost of Service per Activity" column establishes the maximum adoptable fee amount for the corresponding service identified in the "Fee Description" list.

Currently, the Division is recovering approximately 74% of the total cost of providing services from fees. As Table 3 shows, the City collects approximately \$918,000 per year in revenue at the current fee amounts. At full cost recovery and the same demand level for these services, the City would recover approximately \$1.2 million.

Table 3. Cost Recovery Outcomes

Fee Category	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Cost Recovery Surplus/ Deficit	Existing Cost Recovery Percentage
Planning	\$917,815	\$1,225,157	(\$307,342)	75%

NBS provided the full cost of service information and the framework for considering fees, while those closest to the fee-paying population, the Planning Division, considered appropriate cost recovery levels at or below the full cost. Recommended fee amounts, either at or below the full cost recovery fee amount, can be found in the City's Staff Report to Council.

3.4 Comparison Survey

As discussed in section 2.2.4, Comparative Fee Survey, NBS compared the City's current list of fees to those of 5 comparison agencies selected by the City. While the results of the comparative fee surveys are often non-conclusive for many fee categories due to comparison agencies typically using varied terminology for the provision of similar services, NBS made every reasonable attempt to source each comparison agencies fee schedule.

Based on this analysis, the City's current fees are lower than the other agencies surveyed in the area(s) of: Development Agreements, Environmental Review, Subdivision Maps, and Tree Removal Permits. The fees are in line in the areas of: Design Permits, General Plan Amendments, Signs, Administrative Use Permits, and Zoning Requests. At full cost recovery, the City's fees for services such as Tree Removal Permits, Administrative and Conditional Use Permits, and Variances would be the highest of all agencies surveyed, with all other fees at full cost recovery being lower or in line with other agency fee schedules.

4. ENGINEERING LAND DEVELOPMENT DIVISION

The Engineering Land Development Division provides development review / inspection services. It oversees all construction activities that pertain to the infrastructure constructed by developers within the City. This division checks, approves, and keeps for the public record all improvement plans prepared by developers for their projects. It reviews all private land development activities for conformance with City standards, and checks and approves all maps in compliance with the Subdivision Map Act.

4.1 Cost of Service Analysis

The following table shows the Engineering Land Development Division's estimated full cost of providing services on an annual basis and the fully burdened cost per hour.

Table 4. Fully Burdened Hourly Rate

Expenditure Type	Planning - Direct Fee Related Services	Building - Direct Fee Related Services	Engineering - Direct Fee Related Services	Flood Program Admin	Public Counter Duty/Gen Info	Consultant Contract Admin	On-going Special Projects / Process Improvements	Total
Labor	\$ 48,860	\$ 88,626	\$ 761,145	\$ 16,973	\$ 51,804	\$ 13,507	\$ 15,185	\$ 915,605
Recurring Non-Labor	7,616	13,816	415,051	2,646	8,075	2,106	2,367	439,129
Citywide Overhead	3,378	6,127	52,617	1,173	3,581	934	1,050	63,294
Allocated Common Activities	14,481	26,267	297,292	5,030	15,353	4,003	4,500	343,070
Division Total	\$ 74,334	\$ 134,835	\$ 1,526,105	\$ 25,823	\$ 78,814	\$ 20,549	\$ 23,102	\$ 1,883,564
Cost Recovery Targeted from Fees	100%	100%	100%	0%	30%	90%	90%	95%
Amount Targeted for Consideration in Billings/Fees	\$ 74,334	\$ 134,835	\$ 1,526,105	\$ -	\$ 23,644	\$ 18,494	\$ 20,792	\$ 1,798,206
Amount Requiring Another Funding Source	-	-	-	25,823	55,170	2,055	2,310	\$ 85,358
Cost per Direct Hour Recoverable from Fees for Service	\$ 10	\$ 17	\$ 195	\$ -	\$ 3	\$ 2	\$ 3	\$ 230
Overtime Rate								\$ 265
Reference: Direct Hours Only								7,817

As Table above shows, the total cost of providing services is approximately \$1.88 million per year. However, the results of the cost of service analysis only identified \$1.8 million in cost for recovery from the City's fees for service with the remaining \$85,000 recommended for recovery through funding sources other than fees. All subsequent cost of service calculations at the individual fee level assume a fully burdened hourly rate of **\$230** during business hours, and **\$265** outside of business hours.

Based on interviews with Division staff, the analysis segregated the total cost of services into seven primary services categories: (1) Planning – Direct Fee Related Services; (2) Building – Direct Fee Related Services; (3) Engineering – Direct Fee Related Services; (4) Flood Program Administration; (5) Public Counter Duty/General Information; (6) Consultant Contract Administration; and, (7) On-going Special Projects/Process Improvements. In order to clarify the underlying costs and assumptions used to calculate the fully burdened hourly rate, here is a summary of the descriptions for each cost category:

- o **Planning – Direct Fee Related Services** – Engineering Staff's review and approval of the Planning Division's current planning activities and active permits. 100% of these costs are recoverable from Engineering's routine fees for service.
- o **Building – Direct Fee Related Services** – Engineering Staff's review and approval of the Building Division's active permits. 100% of these costs are recoverable from Engineering's routine fees for service.

- o **Engineering – Direct Fee Related Services** – Engineering Staff’s review and approval of Land Development permit activities. 100% of these costs are recoverable from Engineering’s routine fees for service.
- o **Flood Program Administration** – Engineering Staff’s efforts related to the City’s Floodplain Management Program to ensure private land development activities and capital improvement projects located in 100-year flood hazard areas comply with the City’s Flood Damage Prevention Ordinance which is based on the minimum construction standards of the Federal Emergency Management Agency’s (FEMA) National Flood Insurance Program (NFIP)..
- o **Public Counter Duty / General Information** — Activities associated with responding to phone calls and general information requests that support the development review process. Typically, some portion of costs for the provision of general public information and assistance do not apply toward recovery from fees and are considered a basic function of governmental services to the public. Engineering staff estimated that approximately 10% of these costs support land use application review activities, while the remaining costs should not be considered in the calculation of fees for services.
- o **Consultant Contract Administration** – Engineering staff support, process and administer a number of contracts. These costs have not been included in the recovery from engineering and zoning review fees.
- o **On-going Special Projects/ Process Improvements**— Staff participate in a variety of special projects and the ongoing maintenance of the Division’s internal projects and functions. These activities do not apply toward recovery from fee revenues. These services are funded through a variety of sources, including the General Fund, penalties, hourly billings, or enterprise fund revenues.

The fully burdened hourly rate involves significant analytical and policy-related decisions regarding the inclusion of categorized activity costs. The decision to either include or exclude certain costs toward recovery in fees for service stems from the basic fee setting parameters set forth by industry standard fee calculation methods and the California State Constitution. State statutes require that any new fee that is levied or any existing fee that is increased should not exceed the estimated amount required to provide the service for which the charge is levied.

4.2 Fee Establishment

The following is a summary of the overall changes to the Engineering Land Development Division’s fee schedule:

- o Deletion of fees that are no longer used or needed;
- o Reorganization of fee categories or clarification of fee names to create a more user-friendly fee structure, such as Engineering & Inspection was changed into separate Public Improvement Plan Check and Inspection fees; and,
- o Addition of new fee categories, notated as “New” in the Current Fee column of Appendix A.2.

In addition to the Engineering Division's costs, this analysis also includes support costs from other departments who directly review and provide comments on Land Development applications and user fee services. Planning, Building, Environmental Services, Maintenance and Utilities also participate in the review of Engineering's applications and their costs have been included with the Engineering costs to show the full cost of providing Engineering applications and fees. A detailed cost analysis for Planning is provided in the previous chapter. Costs for Building, Environmental Services, Maintenance and Utilities were provided by the City's Finance Department.

4.3 Cost Recovery Evaluation

Appendix A.2 presents the results of the detailed cost recovery analysis of fees for the City's Engineering Division. In the Appendix, the "Cost of Service per Activity" column establishes the maximum adoptable fee amount for the corresponding service identified in the "Fee Description" list.

Currently, the Division is recovering approximately 75% of the total cost of providing services from fees. As Table 5 shows, the City collects approximately \$598,000 per year in revenue at the current fee amounts. At full cost recovery and the same demand level for these services, the City would recover approximately \$795,000.

Table 5. Cost Recovery Outcomes

Fee Category	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Cost Recovery Surplus/ Deficit	Existing Cost Recovery Percentage
Engineering Land Development	\$598,115	\$795,015	(\$196,900)	75%

NBS provided the full cost of service information and the framework for considering fees, while those closest to the fee-paying population, the Engineering Division, considered appropriate cost recovery levels at or below the full cost. Recommended fee amounts, either at or below the full cost recovery fee amount, can be found in the City's Staff Report to Council.

4.4 Comparison Survey

As discussed in section 2.2.4, Comparative Fee Survey, NBS compared the City's current list of fees to those of 5 comparison agencies selected by the City. While the results of the comparative fee surveys are often non-conclusive for many fee categories due to comparison agencies typically using varied terminology for the provision of similar services, NBS made every reasonable attempt to source each comparison agencies fee schedule.

Based on this analysis, the City's current fees are lower than the other agencies surveyed for Public Improvement Plan Check & Inspection for projects \$100,000 and under, but are higher than other agencies surveyed for projects \$100,000 or higher. At full cost recovery the City's fees for projects \$200,000 or less would be higher than the other agencies surveyed, but projects over \$200,000 would be more in line. Map check fees are inline with the other agencies surveyed.

5. CONCLUSION

Based on the outcomes of the Cost of Service Analysis, Fee Establishment, and Cost Recovery Evaluation presented in this Study, the City has prepared a proposed Master Fee Schedule for implementation and included it in the City's Staff Report.

As discussed throughout this report, the intent of the proposed fee schedule is to improve the City's recovery of costs incurred to provide individual services, as well as adjust fees where the fees charged exceed the average costs incurred. Predicting the amount to which any adopted fee increases will affect City revenues is difficult to quantify. For the near-term, the City should not count on increased revenues to meet any specific expenditure plan. Experience with the revised fee amounts should be gained first before revenue projections are revised. However, unless there is some significant, long-term change in activity levels at the City, proposed fee amendments should enhance the City's cost recovery performance over time, providing it the ability to stretch other resources further for the benefit of the public at-large.

The City's Master Fee Schedule should become a living document, but handled with care:

- A fundamental purpose of the fee schedule is to provide clarity and transparency to the public and to staff regarding fees imposed by the City. Once adopted by the City Council, the fee schedule is the final word on the amount and method in which fees should be charged and supersedes all previous fee schedules. If it is discovered that the master document is missing certain fees, those fees will eventually need to be added to the master fee schedule and should not exist outside the consolidated, master framework.
- The City should consider adjusting these user fees and regulatory fees on an annual basis to keep pace with cost inflation. For all fees and charges, for example, the City could use a Consumer Price Index adjustment that is applied to the new fee schedule. Conducting a comprehensive user fee Study is not an annual requirement, and only becomes worthwhile over time as shifts in organization, local practices, legislative values, or legal requirements result in significant change.

As a final note, it is worth mentioning the path that fees, in general, have taken in the State of California. In recent years, there is more public demand for the precise and equitable accounting of the basis for governmental fees and a greater say in when and how they are charged. It is likely that into the future, user and regulatory fees will require an even greater level of analysis and supporting data to meet the public's growing expectations. An agency's ability to meet these new pressures will depend on the level of technology they invest in their current systems. Continuous improvement and refinement of time tracking abilities will greatly enhance the City's ability to set fees for service and identify unfunded activities in years to come.

Disclaimer: In preparing this report and the opinions and recommendations included herein, NBS has relied on a number of principal assumptions and considerations with regard to financial matters, conditions and events that may occur in the future. This information and assumptions, including the City's budgets, time estimate data, and workload information from City staff, were provided by sources we believe to be reliable; however, NBS has not independently verified such information and assumptions. While we believe NBS' use of such information and assumptions is reasonable for the purpose of this report, some assumptions will invariably not materialize as stated herein and may vary significantly due to unanticipated events and circumstances. Therefore, the actual results can be expected to vary from those projected to the extent that actual future conditions differ from those assumed by us or provided to us by others.

APPENDIX A.1

Cost of Service Analysis – Planning

			Activity Service Cost Analysis							Cost Recovery Analysis		Annual Estimated Revenue Analysis			
No.	Fee Description	Notes	Estimated Average Labor Time Per Activity (hours)						Cost of Service Per Activity	Current Fee	Existing Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues		
			Plng	Eng [25]	Bldg [26]	Fire [26]	Housing [26]	Police [26]					Total	Current Fee	Full Cost Recovery
			\$ 235	\$ 230	\$ 204	\$ 204	\$ 172	\$ 164							
PLANNING DEPARTMENT		[27]													
1	ANNEXATION		92.00	8.00	2.00	2.00	1.00	1.00	106.00	\$ 24,587	\$ 12,357	50%	0	\$ -	\$ -
1.2	LAFCO Processing		120.00	n/a	n/a	n/a	n/a	n/a	120.00	\$ 28,167	\$ 10,696	38%	0	\$ -	\$ -
	Plus additional fees collected by other agencies										LAFCO fee \$1,154 plus SBE fees				
2 APPEALS															
Commission/Board Decisions															
2.1	Applicant Appeal		32.00	3.50	0.00	0.00	0.00	0.00	35.50	\$ 8,316	\$ 6,905	83%	1	\$ 6,905	\$ 8,316
2.2	Public Appeal		32.00	3.50	0.00	0.00	0.00	0.00	35.50	\$ 8,316	\$ 544	7%	0	\$ -	\$ -
Staff Decisions															
2.1	Applicant Appeal		28.00	1.00	0.00	0.00	0.00	0.00	29.00	\$ 6,802	\$ 5,699	84%	0	\$ -	\$ -
2.2	Public Appeal		28.00	1.00	0.00	0.00	0.00	0.00	29.00	\$ 6,802	\$ 544	8%	0	\$ -	\$ -
3 APPROVAL AMENDMENT															
3.1	Major Approval Amendment (Non Admin - s/b Major)		30.50	19.00	2.00	2.00	1.00	1.00	55.50	\$ 12,682	\$ 8,209	65%	3	\$ 24,627	\$ 38,046
3.2	Minor Approval Amendment (Admin - s/b Minor)	[7]	18.00	10.00	1.00	1.00	0.50	0.50	31.00	\$ 7,101	\$ 4,505	63%	2	\$ 9,010	\$ 14,203
4 CC&Rs															
4.1	CC&Rs		2.00	3.00	0.00	0.00	0.00	0.00	5.00	\$ 1,160	\$ 522	45%	0	\$ -	\$ -
	Plus City Attorney Fees										Actual Cost				
4.2	Other Agreements / Documents Review		2.00	n/a	0.00	0.00	0.00	0.00	2.00	\$ 469	\$ 522	111%	0	\$ -	\$ -
	Plus City Attorney Fees										Actual Cost				
5 CONTRACT PLANNING SERVICES		[1]													
	Consultant Portion										Actual Cost				
	City's Portion										15%				
	GIS/Tech										5%				
6 CULTURAL RESOURCES															
6.1	Alteration (Major - \$10,000+ valuation) (plus Planning Commission costs)	[12]	21.50	n/a	0.00	0.00	0.00	0.00	21.50	\$ 5,047	\$ 1,304	26%	0	\$ -	\$ -
6.2	Alteration (Minor - under \$10,000 valuation) (plus Planning Commission costs)	[11]	1.50	n/a	0.00	0.00	0.00	0.00	1.50	\$ 352	\$ 391	111%	0	\$ -	\$ -
6.3	Demolition or Relocation (Formerly Alteration)		21.50	3.00	0.00	0.00	0.00	0.00	24.50	\$ 5,737	\$ 5,719	100%	0	\$ -	\$ -
6.4	Designation		32.00	n/a	0.00	0.00	0.00	0.00	32.00	\$ 7,511	\$ 8,348	111%	0	\$ -	\$ -

No.	Fee Description	Notes	Activity Service Cost Analysis							Cost Recovery Analysis		Annual Estimated Revenue Analysis		
			Estimated Average Labor Time Per Activity (hours)						Cost of Service Per Activity	Current Fee	Existing Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues	
			Plng	Eng [25]	Bldg [26]	Fire [26]	Housing [26]	Police [26]					Current Fee	Full Cost Recovery
			\$ 235	\$ 230	\$ 204	\$ 204	\$ 172	\$ 164	Total					
7	DESIGN PERMIT													
7.1	Landscape Plan Review Only		10.00	n/a	0.00	0.00	0.00	0.00	10.00	\$ 2,347	\$ 2,609	111%	0	\$ - \$ -
7.2	Non-Residential Design Permit (Major)	[9]	40.00	31.00	2.00	2.00	0.00	0.50	75.50	\$ 17,418	\$ 7,968	46%	12	\$ 95,616 \$ 209,020
7.3	Non-Residential Design Permit (Minor)		24.00	15.00	1.00	1.00	0.00	0.50	41.50	\$ 9,574	\$ 4,917	51%	4	\$ 19,668 \$ 38,296
7.4	Plan Detail Review (misc. site details, e.g., lighting, trash encl.)		8.42	n/a	0.00	0.00	0.00	0.00	8.42	\$ 1,976	\$ 2,198	111%	0	\$ - \$ -
7.5	Residential Design Permit - 6 units or less		32.00	15.00	1.00	1.00	1.00	0.50	50.50	\$ 11,624	\$ 7,446	64%	2	\$ 14,892 \$ 23,248
7.6	Residential Design Permit - 7 units to 15 units		38.00	21.00	1.00	1.00	1.00	0.50	62.50	\$ 14,412	\$ 9,494	66%	1	\$ 9,494 \$ 14,412
7.7	Residential Design Permit - 16 or more units each additional 25 units	[8]	47.00	25.00	2.00	2.00	2.00	1.00	79.00	\$ 18,107	\$ 11,803	65%	6	\$ 70,818 \$ 108,643
7.8	Site Plan Only (no new square footage)		16.00	11.00	0.00	0.00	0.00	0.00	27.00	\$ 6,286	\$ 6,102	97%	0	\$ - \$ -
8	DESIGN REVIEW (PRELIMINARY PLAN REVIEW)	[21]												
8.1	Conceptual Plan Review (Staff)		17.50	6.00	1.00	1.00	1.00	1.00	27.50	\$ 6,232	\$ 4,603	74%	5	\$ 23,015 \$ 31,160
8.2	Non-Residential (Major) Preliminary Plan Review to PC		30.00	10.00	1.00	1.00	0.00	1.00	43.00	\$ 9,914	\$ 8,490	86%	2	\$ 16,980 \$ 19,828
8.3	Non-Residential (Minor) Preliminary Plan Review to PC	[9]	20.00	7.00	1.00	1.00	0.00	1.00	30.00	\$ 6,877	\$ 5,438	79%	0	\$ - \$ -
8.4	Residential SB330 Preliminary Application Review (staff)		42.00	9.00	1.00	1.00	1.00	1.00	55.00	\$ 12,673	\$ 11,437	90%	6	\$ 68,622 \$ 76,037
8.5	Residential - 6 units or less Preliminary Plan Review to PC		20.00	9.00	1.00	1.00	1.00	1.00	33.00	\$ 7,509	\$ 5,359	71%	0	\$ - \$ -
8.6	Residential - 7 units or more Preliminary Plan Review to PC	[8]	30.00	13.00	1.00	1.00	1.00	1.00	47.00	\$ 10,776	\$ 8,191	76%	1	\$ 8,191 \$ 10,776
9	DEVELOPMENT AGREEMENT/RDCS	[13]												
9.1	Non Residential Development Agreement	[14]	52.00	n/a	0.00	0.00	0.00	0.00	52.00	\$ 12,206	\$ 7,043	58%	2	\$ 14,086 \$ 24,412
	Residential Development Agreement													
9.2	Filed Concurrent with Other Entitlement Applications	[15]	52.00	n/a	0.00	0.00	0.00	0.00	52.00	\$ 12,206	\$ 10,957	90%	0	\$ - \$ -
9.3	Filed Alone - Non Concurrent with Other Applications (Includes RDCS Compliance Monitoring 0 - 3 Yrs.)	[16]	57.00	n/a	0.00	0.00	0.00	0.00	57.00	\$ 13,379	\$ 12,261	92%	0	\$ - \$ -
9.4	RDCS Compliance Monitoring - each year after 3 years		10.00	n/a	0.00	0.00	0.00	0.00	10.00	\$ 2,347	\$ 2,609	111%	0	\$ - \$ -
10	ENVIRONMENTAL REVIEW (CEQA)													
10.1	Environmental Impact Report		92.00	19.00	0.00	0.00	0.00	0.00	111.00	\$ 25,966	\$ 22,120	85%	0	\$ - \$ -
10.2	Expanded Initial Study		52.00	12.00	0.00	0.00	0.00	0.00	64.00	\$ 14,966	\$ 16,221	108%	19	\$ 308,199 \$ 284,359
10.3	Historic Assessments - Historical Consultant (Deposit)	[17]									Actual Cost			
10.4	Historic Assessments - Staff-level	[17]	10.00	10.00	0.00	0.00	0.00	0.00	20.00	\$ 4,648	\$ 2,609	56%	0	\$ - \$ -

No.	Fee Description	Notes	Activity Service Cost Analysis							Cost Recovery Analysis		Annual Estimated Revenue Analysis		
			Estimated Average Labor Time Per Activity (hours)						Cost of Service Per Activity	Current Fee	Existing Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues	
			Plng	Eng [25]	Bldg [26]	Fire [26]	Housing [26]	Police [26]					Current Fee	Full Cost Recovery
			\$ 235	\$ 230	\$ 204	\$ 204	\$ 172	\$ 164	Total					
10.5	Initial Environmental Assessment	[2]	8.00	1.00	0.00	0.00	0.00	0.00	9.00	\$ 2,108	\$ 2,308	109%	0	\$ - \$ -
10.6	Mitigation Monitoring and Reporting Program (Per Year)	[6, 18]	5.00	n/a	0.00	0.00	0.00	0.00	5.00	\$ 1,174	\$ 1,304	111%	0	\$ - \$ -
11	EXTENSION OF TIME FOR APPROVALS													
11.1	Administrative		8.50	n/a	0.00	0.00	0.00	0.00	8.50	\$ 1,995	\$ 2,217	111%	0	\$ - \$ -
11.2	Non Administrative		15.25	n/a	0.00	0.00	0.00	0.00	15.25	\$ 3,580	\$ 3,457	97%	1	\$ 3,457 \$ 3,580
12	GENERAL PLAN AMENDMENT													
12.1	Land Use Diagram Amendment		62.50	8.00	0.00	0.00	0.00	0.00	70.50	\$ 16,511	\$ 17,333	105%	0	\$ - \$ -
12.2	Text Amendment		32.00	8.00	0.00	0.00	0.00	0.00	40.00	\$ 9,352	\$ 7,080	76%	5	\$ 35,400 \$ 46,758
13	HABITAT PLAN FEES (SC VALLEY)													
13.1	Habitat Plan Related Reviews		2.00	n/a	0.00	0.00	0.00	0.00	2.00	\$ 469	\$ 522	111%	0	\$ - \$ -
14	HOUSING IN-LIEU FEE	[5]												
15	MINOR EXCEPTION		12.25	0.50	0.00	0.00	0.00	0.00	12.75	\$ 2,990	\$ 3,306	111%	0	\$ - \$ -
16	OPEN SPACE IN-LIEU FEE (Per 20 Dwellings)	[5]												
17	OUT OF AGENCY CONTRACT FOR SERVICES													
17.1	City staff	[3]	41.75	n/a	0.00	0.00	0.00	0.00	41.75	\$ 9,800	\$ 10,892	111%	0	\$ - \$ -
	Plus additional fees collected by other agencies										Actual Costs			
18	PLANNING CONSULTATION - hourly		1.00	n/a	0.00	0.00	0.00	0.00	1.00	\$ 235	\$ 261	111%	0	\$ - \$ -
19	REFUNDABLE DEPOSITS										Determined by Planning Director - billed at hourly rate			
19	RESIDENTIAL DEVELOPMENT CONTROL SYSTEM (RDCE)													
19.1	Preliminary Measure S Review		28.50	1.00	0.00	0.00	0.00	0.00	29.50	\$ 6,920	\$ 8,541	123%	0	\$ - \$ -
19.2	Final Measure S Review (RDCE)		109.00	17.00	0.00	0.00	0.00	0.00	126.00	\$ 29,496	\$ 31,534	107%	0	\$ - \$ -
19.3	RDCE Extension		13.50	3.50	0.00	0.00	0.00	0.00	17.00	\$ 3,974	\$ 4,296	108%	0	\$ - \$ -
19.4	RDCE Appeal		31.50	3.00	0.00	0.00	0.00	0.00	34.50	\$ 8,084	\$ 8,881	110%	0	\$ - \$ -

No.	Fee Description	Notes	Activity Service Cost Analysis							Cost Recovery Analysis		Annual Estimated Revenue Analysis		
			Estimated Average Labor Time Per Activity (hours)						Cost of Service Per Activity	Current Fee	Existing Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues	
			Plng	Eng [25]	Bldg [26]	Fire [26]	Housing [26]	Police [26]					Current Fee	Full Cost Recovery
			\$ 235	\$ 230	\$ 204	\$ 204	\$ 172	\$ 164	Total					
20	RESIDENTIAL PRIVATE LIVESTOCK PERMIT		9.00	n/a	0.00	0.00	0.00	0.00	9.00	\$ 2,113	\$ 761	36%	0	\$ - \$ -
21	REVERSION TO ACREAGE PROCESSING		12.50	n/a	0.00	0.00	0.00	0.00	12.50	\$ 2,934	\$ 3,261	111%	0	\$ - \$ -
22	SIGN REVIEW													
22.1	Alteration to existing Sign	[19]	0.75	n/a	0.00	0.00	0.00	0.00	0.75	\$ 176	\$ 391	222%	0	\$ - \$ -
22.2	Sign Review Over the Counter - Copy Change		1.00	n/a	0.00	0.00	0.00	0.00	1.00	\$ 235	\$ 261	111%	0	\$ - \$ -
22.3	New Sign Permit - First Sign		1.50	n/a	0.00	0.00	0.00	0.00	1.50	\$ 352	\$ 391	111%	6	\$ 2,346 \$ 2,113
22.4	Each additional Sign		0.50	n/a	0.00	0.00	0.00	0.00	0.50	\$ 117	\$ 130	111%	0	\$ - \$ -
22.5	New Sign within a Master Sign Program		0.75	n/a	0.00	0.00	0.00	0.00	0.75	\$ 176	\$ 196	111%	10	\$ 1,960 \$ 1,760
22.6	Subdivision/Real Estate Tract Signs	[20]	3.00	n/a	0.00	0.00	0.00	0.00	3.00	\$ 704	\$ 783	111%	0	\$ - \$ -
22.7	Temporary/Promotional Signs		0.25	n/a	0.00	0.00	0.00	0.00	0.25	\$ 59	\$ 65	111%	1	\$ 65 \$ 59
22.8	Uniform Sign Program		14.50	n/a	0.00	0.00	0.00	0.00	14.50	\$ 3,404	\$ 3,783	111%	1	\$ 3,783 \$ 3,404
23	SUBDIVISION													
23.1	Tentative Parcel Map Review - 4 lots or less		22.00	7.00	0.00	0.00	0.00	0.00	29.00	\$ 6,774	\$ 4,948	73%	4	\$ 19,792 \$ 27,097
	Tentative Subdivision Map Review													
23.2	5 to 15 lots		26.00	13.00	0.00	0.00	0.00	0.00	39.00	\$ 9,093	\$ 6,434	71%	3	\$ 19,302 \$ 27,280
23.3	16 - 25 lots		34.00	15.00	0.00	0.00	0.00	0.00	49.00	\$ 11,431	\$ 8,072	71%	0	\$ - \$ -
23.4	26 lots or more - each additional 25 lots		42.00	19.00	0.00	0.00	0.00	0.00	61.00	\$ 14,229	\$ 8,072	57%	1	\$ 8,072 \$ 14,229
24	TRANSFER DEVELOPMENT CREDIT (TDC)	[10]												
24.1	Application Fee		35.50	n/a	0.00	0.00	0.00	0.00	35.50	\$ 8,333	\$ 9,261	111%	0	\$ - \$ -
25	TREE REMOVAL PERMIT		5.75	n/a	0.00	0.00	0.00	0.00	5.75	\$ 1,350	\$ 109	8%	12	\$ 1,308 \$ 16,196
26	URBAN SERVICE AREA AMENDMENT													
26.1	City Processing		57.00	8.00	0.00	0.00	0.00	0.00	65.00	\$ 15,220	\$ 15,511	102%	0	\$ - \$ -
26.2	LAFCO Processing		120.00	n/a	0.00	0.00	0.00	0.00	120.00	\$ 28,167	\$ 26,434	94%	0	\$ - \$ -
26.3	Plus Additional Fees Collected by Other Agencies										LAFCO fee \$11,574 plus Actual Costs			
27	USE PERMIT													
27.1	Administrative Use Permit		24.00	4.00	1.00	1.00	0.50	0.50	31.00	\$ 7,130	\$ 1,201	17%	1	\$ 1,201 \$ 7,130

Cost Estimation for Providing Fee Related Activities and Services

No.	Fee Description	Notes	Activity Service Cost Analysis							Cost Recovery Analysis		Annual Estimated Revenue Analysis		
			Estimated Average Labor Time Per Activity (hours)						Cost of Service Per Activity	Current Fee	Existing Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues	
			Plng	Eng [25]	Bldg [26]	Fire [26]	Housing [26]	Police [26]					Current Fee	Full Cost Recovery
			\$ 235	\$ 230	\$ 204	\$ 204	\$ 172	\$ 164	Total					
	Conditional Use Permit													
27.2	New Construction		40.00	4.00	2.00	2.00	0.50	0.50	49.00	\$ 11,293	\$ 9,533	84%	1	\$ 9,533 \$ 11,293
27.3	No New Construction		40.00	2.00	2.00	2.00	0.50	0.50	47.00	\$ 10,833	\$ 9,091	84%	0	\$ - \$ -
27.4	Temporary Use Permit		14.50	8.00	1.00	1.00	0.00	0.50	25.00	\$ 5,734	\$ 3,025	53%	1	\$ 3,025 \$ 5,734
27.5	Temporary Use Permit (Non-Profit)		14.50	1.00	1.00	1.00	0.00	0.50	18.00	\$ 4,124	\$ 100	2%	1	\$ 100 \$ 4,124
27.6	Temporary Use Permit Amendment		10.00	1.00	1.00	1.00	0.00	0.50	13.50	\$ 3,067	\$ 1,196	39%	1	\$ 1,196 \$ 3,067
28	VARIANCE		40.00	0.75	1.00	1.00	0.00	0.50	43.25	\$ 10,052	\$ 8,514	85%	1	\$ 8,514 \$ 10,052
29	WILLIAMSON ACT													
29.1	Cancelation		48.00	n/a	0.00	0.00	0.00	0.00	48.00	\$ 11,267	\$ 12,522	111%	0	\$ - \$ -
29.2	New		26.00	n/a	0.00	0.00	0.00	0.00	26.00	\$ 6,103	\$ 3,131	51%	0	\$ - \$ -
29.3	Non-Renewal		4.00	n/a	0.00	0.00	0.00	0.00	4.00	\$ 939	\$ 1,044	111%	0	\$ - \$ -
30	ZONING REQUESTS	[22]												
30.1	Planned Development		64.00	5.00	1.00	1.00	0.50	0.50	72.00	\$ 16,749	\$ 10,629	63%	4	\$ 42,516 \$ 66,995
30.2	Residential Planned Development Review		64.00	3.00	1.00	1.00	1.00	0.50	70.50	\$ 16,375	\$ 13,186	81%	0	\$ - \$ -
30.3	Residential Planned Development (if processed concurrently with subdivision)		41.00	3.00	0.00	0.00	0.00	0.00	44.00	\$ 10,314	\$ 9,142	89%	0	\$ - \$ -
30.4	Zoning Map Amendment Review		45.00	2.00	0.00	0.00	0.00	0.00	47.00	\$ 11,023	\$ 8,557	78%	2	\$ 17,114 \$ 22,046
30.5	Zoning Map Amendment Review (If processed concurrently with GPA or ANX)		36.00	2.00	0.00	0.00	0.00	0.00	38.00	\$ 8,910	\$ 3,241	36%	0	\$ - \$ -
30.6	Zoning Text Amendment Review		48.00	2.00	0.00	0.00	0.00	0.00	50.00	\$ 11,727	\$ 10,980	94%	4	\$ 43,920 \$ 46,908
30.7	Zoning Confirmation Letter		6.50	n/a	n/a	n/a	n/a	n/a	6.50	\$ 1,526	\$ 1,696	111%	3	\$ 5,088 \$ 4,577
31	PUBLIC HEARINGS AND NOTICES													
31.1	City Council Meeting	[24]	7.00	2.00	0.00	0.00	0.00	0.00	9.00	\$ 2,103	\$ 2,268	108%	0	\$ - \$ -
31.2	LAFCO Meeting - each additional		7.00	n/a	n/a	n/a	n/a	n/a	7.00	\$ 1,643	\$ 1,826	111%	0	\$ - \$ -
31.3	Planning Commission Meeting	[23]	7.50	2.00	0.00	0.00	0.00	0.00	9.50	\$ 2,221	\$ 2,178	98%	0	\$ - \$ -
	Public Noticing													
31.4	Up to 50		0.25	n/a	n/a	n/a	n/a	n/a	0.25	\$ 59	\$ 66	112%	0	\$ - \$ -
31.5	Over 50		0.25	n/a	n/a	n/a	n/a	n/a	0.25	\$ 59	\$ 78	133%	0	\$ - \$ -
31.6	Envelopes										Actual Costs			
31.7	Postage										Actual Costs			

Cost Estimation for Providing Fee Related Activities and Services

No.	Fee Description	Notes	Activity Service Cost Analysis							Cost Recovery Analysis		Annual Estimated Revenue Analysis		
			Estimated Average Labor Time Per Activity (hours)						Cost of Service Per Activity	Current Fee	Existing Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues	
			Plng	Eng [25]	Bldg [26]	Fire [26]	Housing [26]	Police [26]					Current Fee	Full Cost Recovery
			\$ 235	\$ 230	\$ 204	\$ 204	\$ 172	\$ 164	Total					
31.8	Public Noticing (publication)	[23]	7.50	n/a	0.00	0.00	0.00	0.00	7.50	\$ 1,760	\$ -	0%	0	\$ - \$ -
32	OTHER SERVICE CHARGES	[1]												
32.1	Annual Charge for Entire PC Packet									\$ 122.00				
32.3	Document Printing/Copying (per page)									\$ 0.10				
32.4	Oversized Copy 24X36 (per page)									\$ 2.26				
32.5	Oversized Copy 18X26 (per page)									\$ 2.01				
32.6	Oversized Copy 24X36 (Color) (per page)									\$ 2.93				
32.7	Oversized Copy 11X17 (per page)									\$ 0.55				
32.8	Other Oversized Copies									n/a see City Clerk				
32.9	Electronic Search of the Public Records													
32.1	Record Research Service (Deposit Required) - hourly		1.00	n/a	n/a	n/a	n/a	n/a	1.00	\$ 235	\$ 251	107%	0	\$ - \$ -
33	MAPS	[1]												
33.1	General Plan (Color)									\$ 13.00				
33.2	Zoning and Boundary									\$ 8.00				
34	Business License Zoning Review													
34.1	Home Based Business		0.50	n/a	n/a	n/a	n/a	n/a	0.50	\$ 117	\$ 130	111%	0	\$ - \$ -
34.2	All Other Types		0.50	n/a	n/a	n/a	n/a	n/a	0.50	\$ 117	\$ 130	111%	0	\$ - \$ -
35	For services requested of City staff which have no fee listed in this fee schedule													
35.1	During Business Hours		1.00	n/a	n/a	n/a	n/a	n/a	1.00	\$ 235	\$ 251	107%	0	\$ - \$ -
35.2	After Business Hours		1.00	n/a	n/a	n/a	n/a	n/a	1.00	\$ 270	\$ 251	93%	0	\$ - \$ -
TOTAL PLANNING													\$ 917,815	\$ 1,225,157

Cost Estimation for Providing Fee Related Activities and Services

			Activity Service Cost Analysis							Cost Recovery Analysis		Annual Estimated Revenue Analysis			
No.	Fee Description	Notes	Estimated Average Labor Time Per Activity (hours)						Cost of Service Per Activity	Current Fee	Existing Cost Recovery %	Estimated Volume of Activity	Annual Estimated Revenues		
			Plng	Eng [25]	Bldg [26]	Fire [26]	Housing [26]	Police [26]					Total	Current Fee	Full Cost Recovery
			\$ 235	\$ 230	\$ 204	\$ 204	\$ 172	\$ 164							

Notes

- [1] Fees set by City policy. NBS did not evaluate.
- [2] Plus County and Fish and Game fees
- [3] Plus any LAFCO Fees
- [4] Maximum fee set by State Law
- [5] Impact Fee, Not analyzed as part of the fee study
- [6] Mitigation measures implemented prior to or through the Building Permit process should be incorporated into other fees.
- [7] 17.20.190 – Amendments to Approved Tentative Map. Defines what minor is. Major is other than minor.
- [8] Up to 4 structures not exceeding 10,000 square feet in floor area (no use of hazardous materials)
- [9] Projects greater than 10,000 square feet in floor area
- [10] Required by Hillside Combining District - 18.44 MHMC
- [11] 18.60.070B2a - Minor is under \$10,000 valuation. If public hearing (Planning Commission) required then need to pay separate fees to cover.
- [12] 18.60.070B2b - Major is over \$10,000 valuation. If public hearing (Planning Commission) required then need to pay separate fees to cover.
- [13] Development Agreements include 1 Planning Commission and 1 City Council Hearing
- [14] This fee should be for a non-RDCS DA. Does not include Attorney time, which could be significant for one-off DA's.
- [15] RDCS DA when processed concurrently with other entitlement application(s) w/ monitoring fee built-in. Does not include Attorney time.
- [16] RDCS DA w/ monitoring fee built-in. Does not include Attorney time.
- [17] Per Morgan Hill Municipal Code 18.60.060B "Evaluations shall be prepared by a qualified consultant..."
- [18] Applied to projects with long-term monitoring (i.e., after building permit final). Cost each year of monitoring
- [19] This covers reviews that are beyond copy change, but not new signs. We may just require a new Sign Permit at this stage if we require anything.
- [20] This is for tract sales signs that are on and/or off-site
- [21] Includes a Planning Commission hearing
- [22] Requires both Planning Commission and City Council hearings; assumption is one PC one CC.
- [23] For each Planning Commission Hearing (if not built-into application fees)
- [24] For each City Council Hearing (if not built-into application fees)
- [25] Hourly Rate taken from Engineering Hourly Rate Table
- [26] Hourly Rate provided by City Finance Department
- [27] All fees are flat fee unless otherwise noted in the description

APPENDIX A.2

Cost of Service Analysis – Engineering

No.	Fee Description	Fee Unit Type	Activity Service Cost Analysis							Cost Recovery Analysis			Annual Estimated Revenue Analysis		
			Estimated Average Labor Time Per Activity (hours)							Cost of Service Per Activity	Current Fee	Existing Cost Recovery %	Estimated Volume of Activity [1]	Annual Estimated Revenues	
			Eng	Plng	Bldg	Enviro Svcs	Maint	Utilities	Total					Current Fee	Full Cost Recovery
			\$ 230	\$ 235	\$ 204	\$ 175	\$ 141	\$ 171							
Land Development Engineering															
1	Public Improvement - Plan Check														
	\$ 50,000	base fee up to \$50,000	62.75	0.00	0.50	0.00	2.00	2.00	67.25	\$ 15,161	\$ 6,650	44%	1	\$ 6,650	\$ 15,161
		each additional \$1,000 or fraction thereof	0.000	0.000	0.000	0.000	0.000	0.000	0.00	\$ -	133.00	0%	61	\$ 8,113	\$ -
	\$ 100,000	base fee @ \$100,000	62.75	0.00	0.50	0.00	2.00	2.00	67.25	\$ 15,161	\$ 13,300	88%	1	\$ 13,300	\$ 15,161
		each additional \$1,000 or fraction thereof	0.215	0.000	0.000	0.000	0.020	0.030	0.27	\$ 57.41	118.00	206%	0	\$ -	\$ -
	\$ 200,000	base fee @ \$200,000	84.25	0.00	0.50	0.00	4.00	5.00	93.75	\$ 20,902	\$ 23,600	113%	2	\$ 47,200	\$ 41,804
		each additional \$1,000 or fraction thereof	0.070	0.000	0.002	0.000	0.007	0.007	0.09	\$ 18.52	103.00	556%	303	\$ 31,209	\$ 5,612
	\$ 500,000	base fee @ \$500,000	105.25	0.00	1.00	0.00	6.00	7.00	119.25	\$ 26,459	\$ 51,500	195%	2	\$ 103,000	\$ 52,918
		each additional \$1,000 or fraction thereof	0.039	0.000	0.000	0.000	0.004	0.004	0.05	\$ 10.22	88.00	861%	757	\$ 66,616	\$ 7,736
	\$ 1,000,000	base fee @ \$1,000,000	124.75	0.00	1.00	0.00	8.00	9.00	142.75	\$ 31,569	\$ 88,000	279%	1	\$ 88,000	\$ 31,569
		each additional \$1,000 or fraction thereof	0.012	0.000	0.000	0.000	0.000	0.0003	0.01	\$ 2.90	88.00	3030%	1623	\$ 142,824	\$ 4,713
	\$ 5,000,000	base fee @ \$5,000,000	174.50	0.00	1.00	0.00	8.00	10.00	193.50	\$ 43,184	\$ 440,000	1019%	0	\$ -	\$ -
		each add'l \$1,000	0.03	0.00	0.00	0.00	0.002	0.002	0.04	\$ 8.64	88.00	1019%	0	\$ -	\$ -
2	Public Improvement - Inspection														
	\$ 50,000	base fee up to \$50,000	87.50	0.00	0.00	0.00	0.00	0.00	87.50	\$ 20,129	n/a	0%	1	\$ -	\$ 20,129
		each add'l \$1,000	0.000	0.000	0.000	0.000	0.000	0.000	0.00	\$ -	n/a	0%	61	\$ -	\$ -
	\$ 100,000	base fee @ \$100,000	87.50	0.00	0.00	0.00	0.00	0.00	87.50	\$ 20,129	n/a	0%	1	\$ -	\$ 20,129
		each add'l \$1,000	0.540	0.000	0.000	0.000	0.000	0.000	0.54	\$ 124.22	n/a	0%	0	\$ -	\$ -
	\$ 200,000	base fee @ \$200,000	141.50	0.00	0.00	0.00	0.00	0.00	141.50	\$ 32,551	n/a	0%	2	\$ -	\$ 65,101
		each add'l \$1,000	0.517	0.000	0.000	0.000	0.000	0.000	0.52	\$ 118.85	n/a	0%	303	\$ -	\$ 36,013
	\$ 500,000	base fee @ \$500,000	296.50	0.00	0.00	0.00	0.00	0.00	296.50	\$ 68,207	n/a	0%	2	\$ -	\$ 136,414
		each add'l \$1,000	0.458	0.000	0.000	0.000	0.000	0.000	0.46	\$ 105.36	n/a	0%	757	\$ -	\$ 79,756
	\$ 1,000,000	base fee @ \$1,000,000	525.50	0.00	0.00	0.00	0.00	0.00	525.50	\$ 120,886	n/a	0%	1	\$ -	\$ 120,886
		each additional \$1,000 or fraction thereof	0.073	0.000	0.000	0.000	0.000	0.000	0.07	\$ 16.85	n/a	0%	1623	\$ -	\$ 27,348
	\$ 5,000,000	base fee @ \$5,000,000	818.50	0.00	0.00	0.00	0.00	0.00	818.50	\$ 188,288	n/a	0%	0	\$ -	\$ -
		each additional \$1,000 or fraction thereof	0.16	0.00	0.00	0.00	0.00	0.00	0.16	\$ 37.66	n/a	0%	0	\$ -	\$ -
3	GIS / Technology Fee	flat								5% of Public Improvement Fee	5% of Public Improvement Fee				

No.	Fee Description	Fee Unit Type	Activity Service Cost Analysis							Cost Recovery Analysis			Annual Estimated Revenue Analysis		
			Estimated Average Labor Time Per Activity (hours)							Cost of Service Per Activity	Current Fee	Existing Cost Recovery %	Estimated Volume of Activity [1]	Annual Estimated Revenues	
			Eng	Plng	Bldg	Enviro Svcs	Maint	Utilities	Total					Current Fee	Full Cost Recovery
			\$ 230	\$ 235	\$ 204	\$ 175	\$ 141	\$ 171							
4	Map Check														
	Parcel Map	flat	35.00	2.00	1.00	0.00	0.00	0.00	38.00	\$ 8,725	\$ 6,029	69%	1	\$ 6,029	\$ 8,725
	Tract Map/Subdivision Map (Service No. 149)	flat	41.00	2.00	2.00	0.00	0.00	0.00	45.00	\$ 10,309	\$ 9,627	93%	0	\$ -	\$ -
5	Certificate of Compliance - Lot Line Adjustment / Lot Merger	flat	29.00	0.00	1.00	0.00	0.00	0.00	30.00	\$ 6,875	\$ 3,914	57%	0	\$ -	\$ -
6	Parcel Map - Lot Line Adjustment / Lot Merger	flat	30.50	0.75	1.00	0.00	0.00	0.00	32.25	\$ 7,396	\$ 3,151	43%	0	\$ -	\$ -
7	Public Easement Review	flat	13.50	0.00	0.00	0.00	0.00	0.00	13.50	\$ 3,106	\$ 2,645	85%	3	\$ 7,935	\$ 9,317
8	Street Vacation	flat	39.00	0.00	0.00	0.00	0.00	0.00	39.00	\$ 8,972	\$ 203	2%	0	\$ -	\$ -
9	Easement Abandonment	flat	39.00	0.00	0.00	0.00	0.00	0.00	39.00	\$ 8,972	\$ 4,654	52%	0	\$ -	\$ -
10	Plan Revision (after approval of Public Improvement Plans)	T & M (Min 2 hrs)	1.00	0.00	0.00	0.00	0.00	0.00	1.00	\$ 230	\$ 530	230%	0	\$ -	\$ -
11	Reimbursement Agreement	flat	21.50	0.00	0.00	0.00	0.00	0.00	21.50	\$ 4,946	\$ 2,292	46%	0	\$ -	\$ -
12	FEMA Compliance														
	Base Fee														
	New Structure	flat	3.75	0.00	0.50	0.00	0.00	0.00	4.25	\$ 965	\$ 423	44%	1	\$ 423	\$ 965
	New Accessory Structure and New ADU	flat	2.75	0.00	0.50	0.00	0.00	0.00	3.25	\$ 735	\$ 423	58%	0	\$ -	\$ -
	Improvement of Existing Structure														
	Non-Substantial Improvement without Detailed Review	per structure	1.50	0.00	1.00	0.00	0.00	0.00	2.50	\$ 549	\$ 423	77%	0	\$ -	\$ -
	Non-Substantial Improvement with Detailed Review	per structure	2.50	0.00	1.00	0.00	0.00	0.00	3.50	\$ 779	\$ 423	54%	0	\$ -	\$ -
	Substantial Improvement (other than accessory structure)	per structure	5.00	0.00	0.50	0.00	0.00	0.00	5.50	\$ 1,252	\$ 423	34%	0	\$ -	\$ -
	Substantial Improvement of Accessory Structure and ADU	per structure	3.25	0.00	0.50	0.00	0.00	0.00	3.75	\$ 850	\$ 423	50%	0	\$ -	\$ -
	Additional Review Fees														
	Elevation Certificate Review	per structure	2.75	0.00	0.00	0.00	0.00	0.00	2.75	\$ 633	NEW	0%	0	\$ -	\$ -
	Flood Field Inspection	flat	2.50	0.00	0.00	0.00	0.00	0.00	2.50	\$ 575	NEW	0%	0	\$ -	\$ -
	Flood Study Review with Valley Water Coordination	flat	6.50	0.00	0.00	0.00	0.00	0.00	6.50	\$ 1,495	NEW	0%	0	\$ -	\$ -
	Review of CLOMR/CLOMR-F/LOMR/LOMR-F	flat	4.00	0.00	0.00	0.00	0.00	0.00	4.00	\$ 920	\$ 2,328	253%	0	\$ -	\$ -
	Public Outreach for LOMR/LOMR-F	flat	6.00	0.00	0.00	0.00	0.00	0.00	6.00	\$ 1,380	\$ 847	61%	0	\$ -	\$ -
	Review of BFE Determination for Zone A without a BFE or Zone D	flat	2.00	0.00	0.00	0.00	0.00	0.00	2.00	\$ 460	NEW	0%	0	\$ -	\$ -
13	Stormwater Runoff Management Plan Review														
	Tier 1 Project	flat	11.50	0.00	0.00	0.00	0.00	0.00	11.50	\$ 2,645	NEW	0%	0	\$ -	\$ -
	Tier 2 Project	flat	30.00	0.00	0.00	0.00	0.00	0.00	30.00	\$ 6,901	\$ 2,963	43%	5	\$ 14,815	\$ 34,506
	Tier 3 Project	flat	43.00	0.00	0.00	0.00	0.00	0.00	43.00	\$ 9,892	NEW	0%	0	\$ -	\$ -
	Tier 4 Project	flat	52.00	0.00	0.00	0.00	0.00	0.00	52.00	\$ 11,962	NEW	0%	0	\$ -	\$ -
14	Erosion & Sediment Control/Stormwater Pollution Prevention Plan (SWPPP) Review & Compliance														
	Type 1 & Type 2 Projects														
	< 1 Acre in Soil Disturbance	flat	2.25	0.00	0.00	0.00	0.00	0.00	2.25	\$ 518	\$ 787	152%	3	\$ 2,361	\$ 1,553
	1+ Acre in Soil Disturbance	flat	3.75	0.00	0.00	0.00	0.00	0.00	3.75	\$ 863	\$ 1,269	147%	5	\$ 6,345	\$ 4,313
	Type 3 Projects	flat	1.75	0.00	0.00	0.00	0.00	0.00	1.75	\$ 403	NEW	0%	0	\$ -	\$ -
	Type 4 Projects	flat	1.25	0.00	0.00	0.00	0.00	0.00	1.25	\$ 288	NEW	0%	0	\$ -	\$ -

No.	Fee Description	Fee Unit Type	Activity Service Cost Analysis							Cost Recovery Analysis		Annual Estimated Revenue Analysis			
			Estimated Average Labor Time Per Activity (hours)							Cost of Service Per Activity	Current Fee	Existing Cost Recovery %	Estimated Volume of Activity [1]	Annual Estimated Revenues	
			Eng	Plng	Bldg	Enviro Svcs	Maint	Utilities	Total					Current Fee	Full Cost Recovery
			\$ 230	\$ 235	\$ 204	\$ 175	\$ 141	\$ 171							
15	Stormwater Construction Inspections														
	Type 1 & Type 2 Projects														
	< 1 Acre in Soil Disturbance	flat	29.25	0.00	0.00	14.00	0.00	0.00	43.25	\$ 9,179	\$ 12,695	138%	1	\$ 12,695	\$ 9,179
	1+ Acre in Soil Disturbance	flat	43.00	0.00	0.00	37.00	0.00	0.00	80.00	\$ 16,367	\$ 12,695	78%	0	\$ -	\$ -
	Type 3 Projects	flat	0.25	0.00	0.00	0.20	0.00	0.00	0.45	\$ 93	\$ 68	73%	0	\$ -	\$ -
	Type 4 Projects	flat	0.25	0.00	0.00	0.20	0.00	0.00	0.45	\$ 93	\$ 68	73%	0	\$ -	\$ -
16	Stormwater BMP Operations & Maintenance Agreement	flat	9.00	0.00	0.00	0.00	0.00	0.00	9.00	\$ 2,070	NEW	0%	0	\$ -	\$ -
17	Private Sanitary Sewer Agreement	flat	11.50	0.00	0.00	0.00	0.00	0.00	11.50	\$ 2,645	NEW	0%	0	\$ -	\$ -
18	Assessment District Reapportionment														
	City Staff	flat	12.00	0.00	0.00	0.00	0.00	0.00	12.00	\$ 2,760	NEW	0%	0	\$ -	\$ -
	Contractor Costs	actual costs								Actual Costs	\$ 5,000				
19	Preliminary Review on Projects / Engineering Services	flat	10.00	0.00	0.00	0.00	0.00	0.00	10.00	\$ 2,300	\$ 2,030	88%	20	\$ 40,600	\$ 46,008
20	Additional Plan Review (after 3rd submittal)	hourly (min 2 hrs)	1.00	0.00	0.00	0.00	0.00	0.00	1.00	\$ 230	\$ 203	88%	0	\$ -	\$ -
21	Re-Inspection Fee	hourly (min 4 hrs)	1.00	0.00	0.00	0.00	0.00	0.00	1.00	\$ 230	\$ 203	88%	0	\$ -	\$ -
22	Complexity Fee	flat	12.00	0.00	0.00	0.00	0.00	0.00	12.00	\$ 2,760	\$ 2,436	88%	0	\$ -	\$ -
23	FEMA Community Rating System (CRS) Annual Reporting	flat	54.00	0.00	0.00	0.00	0.00	0.00	54.00	\$ 12,422	NEW	0%	0	\$ -	\$ -
24	Agreement Extensions / Improvement Agreement Amendments														
	With City Manager Approval	flat	12.50	0.00	0.00	0.00	0.00	0.00	12.50	\$ 2,876	NEW	0%	0	\$ -	\$ -
	With City Council Approval	flat	19.00	0.00	0.00	0.00	0.00	0.00	19.00	\$ 4,371	NEW	0%	0	\$ -	\$ -
25	Citywide Inspection for Construction or Stormwater Improvements	flat									See Stormwater Construction Inspection				
26	Building Grading Support	flat									Included in Public Improvement Plan Check				
27	NPDES - above and below 1 acre. Put in tier.	flat									See Stormwater Construction Inspection				
28	Private Street Review	flat									Included in Public Improvement Plan Check				

			Activity Service Cost Analysis							Cost Recovery Analysis			Annual Estimated Revenue Analysis		
No.	Fee Description	Fee Unit Type	Estimated Average Labor Time Per Activity (hours)							Cost of Service Per Activity	Current Fee	Existing Cost Recovery %	Estimated Volume of Activity [1]	Annual Estimated Revenues	
			Eng	Plng	Bldg	Enviro Svcs	Maint	Utilities	Total					Current Fee	Full Cost Recovery
			\$ 230	\$ 235	\$ 204	\$ 175	\$ 141	\$ 171							
29	Preliminary Fee Estimate	flat	1.50	0.00	0.00	0.00	0.00	0.00	1.50	\$ 345	\$ 305	88%	0	\$ -	\$ -
30	For services requested of City staff which have no fee listed in this fee schedule														
	During Business Hours	per hour	1.00	0.00	0.00	0.00	0.00	0.00	1.00	\$ 230	\$ 255	111%	0	\$ -	\$ -
	After Business Hours	per hour	1.00	0.00	0.00	0.00	0.00	0.00	1.00	\$ 265	\$ 255	96%	0	\$ -	\$ -
TOTAL ENGINEERING														\$ 598,115	\$ 795,015

Notes

[1] Activity related to Public Improvement Plan Check & Inspection is based on the number of valuation increments, rather than number of projects.

APPENDIX B.1

Comparative Fee Survey – Planning

City of Morgan Hill				Comparison Agencies				
Fee No.	Fee Name	Current Fee / Deposit	Full Cost Recovery	Gilroy	Palo Alto	San Jose	Santa Clara	Sunnyvale
PLANNING DEPARTMENT								
1	ANNEXATION	\$ 12,357	\$ 24,531	\$15,910 + Attorney Costs	no comparison available	\$37,898 + \$4,536	\$ 37,950	no comparison available
1.2	LAFCO Processing	\$ 10,696	\$ 28,167					
	Plus additional fees collected by other agencies	LAFCO fee \$1,154 plus SBE fees	LAFCO fee \$1,154 plus SBE fees	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
2	APPEALS							
	Commission/Board Decisions							
2.1	Applicant Appeal	\$ 6,905	\$ 8,292	\$600 per application + publication costs	\$ 611	Env Det/Protest of Zoning by Non-Applicant: \$250 By Applicant: \$12,058 Non-Applicant: \$11,808 Hist. Preservation: \$100	Non-Applicant Resident: \$477 All Others: \$9,543	Non-Public Hearing Decision: \$206 Appeal of Zoning Admin/Plng Commission Decision: \$206
2.2	Public Appeal	\$ 544	\$ 8,292					
	Staff Decisions							
2.1	Applicant Appeal	\$ 5,699	\$ 6,795	\$2,540 + publishing costs	\$ 3,910			
2.2	Public Appeal	\$ 544	\$ 6,795					
3	APPROVAL AMENDMENT							
3.1	Major Approval Amendment (Non Admin - s/b Major)	\$ 8,209	\$ 12,548	no comparison available	no comparison available	no comparison available	\$ 10,844	no comparison available
3.2	Minor Approval Amendment (Admin - s/b Minor)	\$ 4,505	\$ 7,031	no comparison available	no comparison available	no comparison available	\$ 813	no comparison available
4	CC&Rs							
4.1	CC&Rs	\$ 522	\$ 1,138	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	Plus City Attorney Fees	Actual Cost	Actual Cost					
4.2	Other Agreements / Documents Review	\$ 522	\$ 469	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	Plus City Attorney Fees	Actual Cost	Actual Cost					
5	CONTRACT PLANNING SERVICES							
	Consultant Portion	Actual Cost	Actual Cost	See Environmental Impact Report	See Environmental Impact Report	no comparison available	no comparison available	See Environmental Impact Report
	City's Portion	15%	15%					
	GIS/Tech	5%	5%					
6	CULTURAL RESOURCES							
6.1	Alteration (Major - \$10,000+ valuation) (plus Planning Commission costs)	\$ 1,304	\$ 5,047	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
6.2	Alteration (Minor - under \$10,000 valuation) (plus Planning Commission costs)	\$ 391	\$ 352	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
6.3	Demolition or Relocation (Formerly Alteration)	\$ 5,719	\$ 5,716	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
6.4	Designation	\$ 8,348	\$ 7,511	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available

City of Morgan Hill				Comparison Agencies				
Fee No.	Fee Name	Current Fee / Deposit	Full Cost Recovery	Gilroy	Palo Alto	San Jose	Santa Clara	Sunnyvale
7	DESIGN PERMIT							
7.1	Landscape Plan Review Only	\$ 2,609	\$ 2,347	Architectural and Site Review Residential: New - \$7,295 - First lot \$540/ea add'l flatland tract \$1,160/ea add'l hillside lot New Hillside Lot - \$4,090 Remodel - \$735 Commercial: New - \$8,900 - First 5k s.f. \$695/ea add'l 10k s.f. Remodel: \$4,065 Industrial: New - \$5,125 - First 10k s.f. \$290/ea add'l 10k s.f. Remodel: \$2,130	Architectural Review: Major Project - \$13,380 dep Minor Project (ARB) - \$9,073/ea Minor Project (Staff Review) - \$3,483/ea Site and Design Major: \$29,358 per deposit	Up to 2 units: \$7,753 + \$928 3-24 Units: \$505 + \$60 ea 25 units: \$19,378 + \$2,139 26-99 units: \$87 + \$10 ea 100 Units: \$25,839 + \$3,092 101-499 units: \$9 + \$1 ea 500 units: \$30,145 + \$3,608 501+ units: \$59 + \$7 ea	Architectural Review Staff Review OTC: no charge SFD going to DRH: \$893 New Dev/Non SFD: \$32,529 Consultant Review: Actual Cost + Admin Cost	\$2,038 - \$4,001
7.2	Non-Residential Design Permit (Major)	\$ 7,968	\$ 17,200					
7.3	Non-Residential Design Permit (Minor)	\$ 4,917	\$ 9,468					
7.4	Plan Detail Review (misc. site details, e.g., lighting, trash encl.)	\$ 2,198	\$ 1,976					
7.5	Residential Design Permit - 6 units or less	\$ 7,446	\$ 11,518					
7.6	Residential Design Permit - 7 units to 15 units	\$ 9,494	\$ 14,265					
7.7	Residential Design Permit - 16 or more units each additional 25 units	\$ 11,803	\$ 17,931					
7.8	Site Plan Only (no new square footage)	\$ 6,102	\$ 6,209					
8	DESIGN REVIEW (PRELIMINARY PLAN REVIEW)							
8.1	Conceptual Plan Review (Staff)	\$ 4,603	\$ 6,190	no comparison available	\$7,105.10 each	no comparison available	Pre-Application: SFD - \$476 Planning Review - \$3,179 Project Clearance Committee Review - \$5,422	\$ 1,030
8.2	Non-Residential (Major) Preliminary Plan Review to PC	\$ 8,490	\$ 9,844					
8.3	Non-Residential (Minor) Preliminary Plan Review to PC	\$ 5,438	\$ 6,828					
8.4	Residential SB330 Preliminary Application Review (staff)	\$ 11,437	\$ 12,610					
8.5	Residential - 6 units or less Preliminary Plan Review to PC	\$ 5,359	\$ 7,446					
8.6	Residential - 7 units or more Preliminary Plan Review to PC	\$ 8,191	\$ 10,685					
9	DEVELOPMENT AGREEMENT/RDCS							
9.1	Non Residential Development Agreement	\$ 7,043	\$ 12,206	\$17,250 minimum deposit	Development Agreement - \$9,200 per deposit Development Agreement: Annual Review - \$3,221 per deposit	Development Agreement: \$18,301 + \$2,190 Agreement Annual Monitoring: \$12,274 + \$1,469	\$32,529 Amendment or Cancellation: \$10,844	Development Agreement: \$6,664 Minor Mod: \$3,332 Annual Review: \$1,666
	Residential Development Agreement							
9.2	Filed Concurrent with Other Entitlement Applications	\$ 10,957	\$ 12,206					
9.3	Filed Alone - Non Concurrent with Other Applications (Includes RDCS Compliance Monitoring 0 - 3 Yrs.)	\$ 12,261	\$ 13,379					
9.4	RDCS Compliance Monitoring - each year after 3 years	\$ 2,609	\$ 2,347					

City of Morgan Hill				Comparison Agencies				
Fee No.	Fee Name	Current Fee / Deposit	Full Cost Recovery	Gilroy	Palo Alto	San Jose	Santa Clara	Sunnyvale
10	ENVIRONMENTAL REVIEW (CEQA)							
10.1	Environmental Impact Report	\$ 22,120	\$ 25,832	\$19,820 minimum (15% of contract price) + publishing costs	Consultant Prepared - Actual Costs + 25% of contract	\$ 21,840	\$ 32,529	10% min of consulting fee (\$1,727 min)
10.2	Expanded Initial Study	\$ 16,221	\$ 14,882	\$9,415 min fee + publishing costs	Staff Prepared - \$6,518 per deposit	no comparison available	\$ 16,264	\$ 917
10.3	Historic Assessments - Historical Consultant (Deposit)	Actual Cost	Actual Cost	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
10.4	Historic Assessments - Staff-level	\$ 2,609	\$ 4,577	Neighborhood: \$3,560 Site: \$3,890	Application: \$326.30 Minor: \$1,305.10 Major: \$1,957.60	\$3,500 + \$418	SFD - \$893 All Others - \$10,844	\$240 - \$586
10.5	Initial Environmental Assessment	\$ 2,308	\$ 2,101	no comparison available	Actual Costs + 25% of contract	\$ 936	no comparison available	no comparison available
10.6	Mitigation Monitoring and Reporting Program (Per Year)	\$ 1,304	\$ 1,174	no comparison available	EIR - \$4,784 per deposit MND - \$1,594 per deposit	Plan Prep (10 hrs) - \$3,120 Prior to Const - \$1,248 Post Const - \$312/hr	no comparison available	no comparison available
11	EXTENSION OF TIME FOR APPROVALS							
11.1	Administrative	\$ 2,217	\$ 1,995	\$ 380	Hourly Rate	2,368 + 283	50% of Application Fee	\$ 917
11.2	Non Administrative	\$ 3,457	\$ 3,580	no comparison available	no comparison available	no comparison available	50% of Application Fee	no comparison available
12	GENERAL PLAN AMENDMENT							
12.1	Land Use Diagram Amendment	\$ 17,333	\$ 16,454	\$15,575 - First 10 acres \$100/ea add'l 10 acres + publishing costs	no comparison available	\$18,292 + \$2,189	SFD - \$2,710 Up to 1 acre - \$21,686 1-5 acres: \$32,529 5+ acres: \$37,950	\$ 6,664
12.2	Text Amendment	\$ 7,080	\$ 9,295	\$10,710 + publishing costs	no comparison available	\$18,292 + \$2,189		
13	HABITAT PLAN FEES (SC VALLEY)							
13.1	Habitat Plan Related Reviews	\$ 522	\$ 469	\$1,150 base fee. \$1,350+ for permits processed by City consultants	no comparison available	\$ 936	no comparison available	no comparison available
14	HOUSING IN-LIEU FEE [1]		N/A	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
15	MINOR EXCEPTION	\$ 3,306	\$ 2,987	\$ 1,235	no comparison available	\$6,673 + \$798	no comparison available	no comparison available
16	OPEN SPACE IN-LIEU FEE (Per 20 Dwellings) [1]		N/A	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
17	OUT OF AGENCY CONTRACT FOR SERVICES							
17.1	City staff	\$ 10,892	\$ 9,800	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	Plus additional fees collected by other agencies	Actual Costs	Actual Costs					
18	PLANNING CONSULTATION - hourly	\$ 261	\$ 235	no comparison available	no comparison available	\$312/hr	no comparison available	no comparison available

City of Morgan Hill				Comparison Agencies				
Fee No.	Fee Name	Current Fee / Deposit	Full Cost Recovery	Gilroy	Palo Alto	San Jose	Santa Clara	Sunnyvale
19	REFUNDABLE DEPOSITS	Determined by Planning Director - billed at hourly rate	Determined by Planning Director - billed at hourly rate	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
19	RESIDENTIAL DEVELOPMENT CONTROL SYSTEM (RDCS)							
19.1	Preliminary Measure S Review	\$ 8,541	\$ 6,913	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
19.2	Final Measure S Review (RDCS)	\$ 31,534	\$ 29,376	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
19.3	RDCS Extension	\$ 4,296	\$ 3,949	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
19.4	RDCS Appeal	\$ 8,881	\$ 8,063	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
20	RESIDENTIAL PRIVATE LIVESTOCK PERMIT	\$ 761	\$ 2,113	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
21	REVERSION TO ACREAGE PROCESSING	\$ 3,261	\$ 2,934	no comparison available	no comparison available	\$1,291 + \$154	no comparison available	no comparison available
22	SIGN REVIEW							
22.1	Alteration to existing Sign	\$ 391	\$ 176	\$126 - first 25 s.f. \$29/each add'l 25 s.f.	ARB Review - \$4,550.30 per app	Single Sign: \$215 + \$25 Multiple Signs: \$109 + \$13 per add'l sign	Individual - \$317 Each add'l - \$78 Temp: \$78 Temp removal - \$135 Master Prog - \$4,066	Temp Sign: No Fee Perm Sign: \$171 Master Sign Agreement: \$917 Master Sign Minor Mod: \$416
22.2	Sign Review Over the Counter - Copy Change	\$ 261	\$ 235		Exceptions - \$4,749.40 per app			
22.3	New Sign Permit - First Sign	\$ 391	\$ 352		Signs, Minor Facade Changes, Landscaping, Accessory Structures, or Similar Minor Changes to a Building Exterior - \$1,088.60 per app			
22.4	Each additional Sign	\$ 130	\$ 117					
22.5	New Sign within a Master Sign Program	\$ 196	\$ 176					
22.6	Subdivision/Real Estate Tract Signs	\$ 783	\$ 704					
22.7	Temporary/Promotional Signs	\$ 65	\$ 59		Temporary Sign Permit - \$201.10 each			
22.8	Uniform Sign Program	\$ 3,783	\$ 3,404					

City of Morgan Hill				Comparison Agencies				
Fee No.	Fee Name	Current Fee / Deposit	Full Cost Recovery	Gilroy	Palo Alto	San Jose	Santa Clara	Sunnyvale
23	SUBDIVISION							
23.1	Tentative Parcel Map Review - 4 lots or less	\$ 4,948	\$ 6,725	\$7,355 - First 4 lots \$145/each add'l lot + publishing costs	5+ Parcels: Final Map - \$6,077/ea Tentative Map - \$11,238/dep	Up to 10 lots: \$8,183 + \$979 11-49 lots: \$21 + \$2 ea 50 lots: \$9,044 + \$1,051 51-249 lots: \$6 + \$0.72 ea 250 lots: \$10,336 + \$1,237 251+ lots: \$40 + \$4 ea	\$ 16,264	\$ 3,059
	Tentative Subdivision Map Review				Minor: Final Parcel - \$5,082.80/ea Prelim Parcel - \$6,089.30/ea			
23.2	5 to 15 lots	\$ 6,434	\$ 9,002	\$13,995 - First 12 lots \$115/ea add'l flatland lot \$500/ea add'l hillside lot + publishing costs	Minor w/Exception: Final Parcel: \$3,721.30/ea Prelim Parcel - \$9,630/ea		5+ lots: \$21,686	\$5,018 + \$346 per lot
23.3	16 - 25 lots	\$ 8,072	\$ 11,326					
23.4	26 lots or more - each additional 25 lots	\$ 8,072	\$ 14,095					
24	TRANSFER DEVELOPMENT CREDIT (TDC)							
24.1	Application Fee	\$ 9,261	\$ 8,333	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
25	TREE REMOVAL PERMIT	\$ 109	\$ 1,350	\$ 300	no comparison available	Dead/Unsuitable Tree: \$234 + \$28 (\$30 + \$3 each add'l) Live Tree: SFD - \$2,028 + \$242 All Other - \$2,340 + \$280 Heritage: \$10,336 + \$1,237	Heritage Tree: \$758	Tree Removal: \$310 Tree Removal w/Cert Arborist Report: \$171
26	URBAN SERVICE AREA AMENDMENT							
26.1	City Processing	\$ 15,511	\$ 15,163		no comparison available	\$18,292 + \$2,189	no comparison available	no comparison available
26.2	LAFCO Processing	\$ 26,434	\$ 28,167	\$27,785 - First 10 Acres \$165/ea add'l 10 acres + publishing costs & LAFCO fees				
26.3	Plus Additional Fees Collected by Other Agencies	LAFCO fee \$11,574 plus Actual Costs	LAFCO fee \$11,574 plus Actual Costs		no comparison available	no comparison available	no comparison available	no comparison available
27	USE PERMIT							
27.1	Administrative Use Permit	\$ 1,201	\$ 7,101	Special Use Permit: \$1,200 deposit	no comparison available	\$3,138 + \$375		
	Conditional Use Permit							
27.2	New Construction	\$ 9,533	\$ 11,265		Director Level: \$7,499/ea Additional Upon Hearing: \$12,571.60	\$17,113 + \$2048	Minor Use: \$5,725 Standard Use: \$13,251	SFH/DUP: \$502
27.3	No New Construction	\$ 9,091	\$ 10,819	\$5,275 + publishing costs				
27.4	Temporary Use Permit	\$ 3,025	\$ 5,678	Flower vendors, model homes, const. trailers - \$350	Day Care Center: \$186			
27.5	Temporary Use Permit (Non-Profit)	\$ 100	\$ 4,117	All others - \$925 min	Temp Use (Minor) - \$1,489.80/ea	SUP: Existing SFD - \$5,637 + \$674		
27.6	Temporary Use Permit Amendment	\$ 1,196	\$ 3,060					

City of Morgan Hill				Comparison Agencies				
Fee No.	Fee Name	Current Fee / Deposit	Full Cost Recovery	Gilroy	Palo Alto	San Jose	Santa Clara	Sunnyvale
28	VARIANCE	\$ 8,514	\$ 10,046	\$5,185 + publishing costs	Director Level: \$4,790.40/ea Additional Upon Hearing: \$12,571.60/ea	\$6,673 + \$798	Single Family: \$3,187 All Others: \$13,251	SFH/DUP: \$502 All Others: \$1,884
29	WILLIAMSON ACT							
29.1	Cancellation	\$ 12,522	\$ 11,267	\$5,520 + \$3,000 atty fees deposit + publishing costs	\$ 2,514	App: \$12,164 + \$1,456	no comparison available	no comparison available
29.2	New	\$ 3,131	\$ 6,103			Cancellation/Mod: \$22,070 + \$2641		
29.3	Non-Renewal	\$ 1,044	\$ 939					
30	ZONING REQUESTS							
30.1	Planned Development	\$ 10,629	\$ 16,714	\$ 13,875	Planned Community Zone Change: \$9,570 per deposit Minor Change: \$1,956 per deposit Zone Change Regular: \$7,973 per deposit	Up to 2 units: \$11,484 + \$1,374 3-24 Units: \$112 + \$13 ea 25 units: \$14,102 + \$1,688 26-99 units: \$315 + \$37 ea 100 Units: \$37,752 + \$4,518 101-499 units: \$37 + \$4 ea 500 units: \$52,325 + \$6,263 501+ units: \$106 + \$12 ea	Single lot to R1: \$8,338 Non-PD: \$18,930 PD: \$54,215 PD-Master Community: \$65,058	no comparison available
30.2	Residential Planned Development Review	\$ 13,186	\$ 16,354					
30.3	Residential Planned Development (if processed concurrently with subdivision)	\$ 9,142	\$ 10,293					
30.4	Zoning Map Amendment Review	\$ 8,557	\$ 11,009					
30.5	Zoning Map Amendment Review (if processed concurrently with GPA or ANX)	\$ 3,241	\$ 8,896			no comparison available		
30.6	Zoning Text Amendment Review	\$ 10,980	\$ 11,713	\$7,085 + publishing costs			\$ 24,397	
30.7	Zoning Confirmation Letter	\$ 1,696	\$ 1,526	Hourly rate + Direct Cost	Hourly Rate	\$430 + \$51 to \$4,951 + \$592 depending on type	\$ 463	\$ 118
31	PUBLIC HEARINGS AND NOTICES							
31.1	City Council Meeting	\$ 2,268	\$ 2,089	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
31.2	LAFCO Meeting - each additional	\$ 1,826	\$ 1,643	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
31.3	Planning Commission Meeting	\$ 2,178	\$ 2,206	no comparison available	no comparison available	no comparison available	no comparison available	\$ 4,001
	Public Noticing							
31.4	Up to 50	\$ 66	\$ -	no comparison available	150 ft Radius - \$667.90 600 ft Radius - \$1,172.70 Beyond 600 ft Radius - \$1,563.60	Adjacent (15 notices): \$167 300 ft rad (275): \$515 500 ft rad (475): \$975 1,000 ft rad (1,200): \$2,136 Each add'l: \$0.74	Single Family: \$119 Non-Single Fam: \$1,084	Renoticing: \$171
31.5	Over 50	\$ 78	\$ -	no comparison available				500 ft radius: \$368 1,000 ft rad: \$1,157 2,000 ft rad: \$2,368
31.6	Envelopes	Actual Costs	Actual Costs	no comparison available		no comparison available	no comparison available	no comparison available
31.7	Postage	Actual Costs	Actual Costs	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available

City of Morgan Hill				Comparison Agencies				
Fee No.	Fee Name	Current Fee / Deposit	Full Cost Recovery	Gilroy	Palo Alto	San Jose	Santa Clara	Sunnyvale
31.8	Public Noticing (publication)	\$ -	\$ 1,760	\$330 for zoning and General Plan Amendments \$220 for all other applications	no comparison available	no comparison available	no comparison available	no comparison available
32	OTHER SERVICE CHARGES							
32.1	Annual Charge for Entire PC Packet	\$ 122.00	\$ 122.00	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
32.3	Document Printing/Copying (per page)	\$ 0.10	\$ 0.10					
32.4	Oversized Copy 24X36 (per page)	\$ 2.26	\$ 2.26					
32.5	Oversized Copy 18X26 (per page)	\$ 2.01	\$ 2.01					
32.6	Oversized Copy 24X36 (Color) (per page)	\$ 2.93	\$ 2.93					
32.7	Oversized Copy 11X17 (per page)	\$ 0.55	\$ 0.55					
32.8	Other Oversized Copies	n/a	n/a					
32.9	Electronic Search of the Public Records	see City Clerk	see City Clerk					
32.1	Record Research Service (Deposit Required) - hourly	\$ 251	\$ 235	Hourly rate + Direct cost	Hourly Rate	\$ 312	no comparison available	no comparison available
33	MAPS							
33.1	General Plan (Color)	\$ 13.00	\$ 13.00	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
33.2	Zoning and Boundary	\$ 8.00	\$ 8.00	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
34	Business License Zoning Review							
34.1	Home Based Business	\$ 130	\$ 117	\$ 70	no comparison available	no comparison available	no comparison available	no comparison available
34.2	All Other Types	\$ 130	\$ 117	\$30 - \$370	no comparison available	no comparison available	no comparison available	no comparison available
35	For services requested of City staff which have no fee listed in this fee schedule							
35.1	During Business Hours	\$ 251	\$ 235	Hourly Rate	no comparison available	\$ 312	no comparison available	no comparison available
35.2	After Business Hours	\$ 251	\$ 270	\$550 + \$175/hr after 3 hours	no comparison available	\$ 312	no comparison available	\$ 193

Notes:
[1] Placeholder for Master Fee Schedule. NBS did not evaluate.

APPENDIX B.2

Comparative Fee Survey – Engineering

City of Morgan Hill					Comparison Agencies				
Fee No.	Fee Name	Fee Unit / Type	Current Fee / Deposit	Full Cost Recovery	Gilroy	Palo Alto	San Jose	Santa Clara	Sunnyvale
Land Development Engineering									
1	Public Improvement - Plan Check								
	\$ 50,000	base fee up to \$50,000	\$ 6,650	\$ 15,161	12.6% of total cost		First \$24,999 - \$9,518	Street Improvements: Res - \$105.51/front ft Comm - \$223.78/front ft Industrial - \$161.08/front ft	Up to \$10k - \$5,586
	each additional \$1,000 or fraction thereof	each add'l \$1,000	\$ 133	\$ -			\$25k-\$49,999 - \$9,518 + 14.5% over \$25k		
	\$ 100,000	base fee @ \$100,000	\$ 13,300	\$ 15,161	10.5% of total cost	\$1 - \$5,999: \$721	\$50k-\$99,999 - \$13,058 + 21.8% over \$50k		
	each additional \$1,000 or fraction thereof	each add'l \$1,000	\$ 118	\$ 57.41			\$100k-\$199,999 - \$23,958 + 12.38% over \$100k		
	\$ 200,000	base fee @ \$200,000	\$ 23,600	\$ 20,902	8.4% of total cost	\$6,000 - \$25,999: \$741 + 9.3% of value greater than \$6,000 \$26,000 - \$100,999: \$2,581 + 11.8% of value greater than \$26,000 \$101,000+: \$11,431 + 9.3% of value greater than \$100,000	\$200k-\$499,999 - \$36,332 + 7.98% over \$200k	Street Curbing: \$38.49/ front ft Sidewalk: \$15.35/sf Sanitary Sewers: \$38.37/front ft Storm Drains: \$38.37/front ft	\$10,001-\$50k - \$5,586 + 35% of cost > \$10k \$50,001-\$1 mil - \$19,586 + 5% of cost > \$50k \$1 mil+ - \$57,586 + 2% of cost > \$1 mil
	each additional \$1,000 or fraction thereof	each add'l \$1,000	\$ 103	\$ 18.52			\$100k-\$199,999 - \$23,958 + 12.38% over \$100k		
	\$ 500,000	base fee @ \$500,000	\$ 51,500	\$ 26,459			\$200k-\$499,999 - \$36,332 + 7.98% over \$200k		
	each additional \$1,000 or fraction thereof	each add'l \$1,000	\$ 88	\$ 10.22			\$500k-\$999,999 - \$60,201 + 6.90% over \$500k		
	\$ 1,000,000	base fee @ \$1,000,000	\$ 88,000	\$ 31,569			\$1,000,000+ - \$94,786 + 5.63% over \$1mm		
	each additional \$1,000 or fraction thereof	each add'l \$1,000	\$ 88	\$ 2.90					
	\$ 5,000,000	base fee @ \$5,000,000	\$ 440,000	\$ 43,184					
	each additional \$1,000 or fraction thereof	each add'l \$1,000	\$ 88	\$ 8.64					
2	Public Improvement - Inspection								
	\$ 50,000	base fee up to \$50,000	n/a	\$ 20,129	12.6% of total cost		First \$24,999 - \$9,518	Street Improvements: Res - \$105.51/front ft Comm - \$223.78/front ft Industrial - \$161.08/front ft	Up to \$10k - \$5,586
	each additional \$1,000 or fraction thereof	each add'l \$1,000	n/a	\$ -			\$25k-\$49,999 - \$9,518 + 14.5% over \$25k		
	\$ 100,000	base fee @ \$100,000	n/a	\$ 20,129	10.5% of total cost	\$1 - \$5,999: \$721	\$50k-\$99,999 - \$13,058 + 21.8% over \$50k		
	each additional \$1,000 or fraction thereof	each add'l \$1,000	n/a	\$ 124.22			\$100k-\$199,999 - \$23,958 + 12.38% over \$100k		
	\$ 200,000	base fee @ \$200,000	n/a	\$ 32,551	8.4% of total cost	\$6,000 - \$25,999: \$741 + 9.3% of value greater than \$6,000 \$26,000 - \$100,999: \$2,581 + 11.8% of value greater than \$26,000 \$101,000+: \$11,431 + 9.3% of value greater than \$100,000	\$200k-\$499,999 - \$36,332 + 7.98% over \$200k	Street Curbing: \$38.49/ front ft Sidewalk: \$15.35/sf Sanitary Sewers: \$38.37/front ft Storm Drains: \$38.37/front ft	\$10,001-\$50k - \$5,586 + 35% of cost > \$10k \$50,001-\$1 mil - \$19,586 + 5% of cost > \$50k \$1 mil+ - \$57,586 + 2% of cost > \$1 mil
	each additional \$1,000 or fraction thereof	each add'l \$1,000	n/a	\$ 118.85			\$100k-\$199,999 - \$23,958 + 12.38% over \$100k		
	\$ 500,000	base fee @ \$500,000	n/a	\$ 68,207			\$200k-\$499,999 - \$36,332 + 7.98% over \$200k		
	each additional \$1,000 or fraction thereof	each add'l \$1,000	n/a	\$ 105.36			\$500k-\$999,999 - \$60,201 + 6.90% over \$500k		
	\$ 1,000,000	base fee @ \$1,000,000	n/a	\$ 120,886			\$1,000,000+ - \$94,786 + 5.63% over \$1mm		
	each additional \$1,000 or fraction thereof	each add'l \$1,000	n/a	\$ 16.85					
	\$ 5,000,000	base fee @ \$5,000,000	n/a	\$ 188,288					
	each additional \$1,000 or fraction thereof	each add'l \$1,000	n/a	\$ 37.66					

City of Morgan Hill					Comparison Agencies				
Fee No.	Fee Name	Fee Unit / Type	Current Fee / Deposit	Full Cost Recovery	Gilroy	Palo Alto	San Jose	Santa Clara	Sunnyvale
3	GIS / Technology Fee	flat	5% of Public Improvement Fee	5% of Public Improvement Fee	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
4	Map Check								
	Parcel Map	flat	\$ 6,029	\$ 8,725	\$2,035 + \$630/lot	no comparison available	1 Lot for Condos: \$7,035 Parcel Map w/Tent Map: \$6,367 Parcel Map w/o Tent Map: \$7,206	\$ 7,760	\$ 6,055
	Tract Map/Subdivision Map (Service No. 149)	flat	\$ 9,627	\$ 10,309	\$1,755 + \$15.70/lot	no comparison available	1 Lot for Condos: \$7,035 Final Map: 0-2 Lots: \$7,541 2-19 Lots: \$7,541 + \$65/lot >2 20-49 Lots: \$8,737 + \$53/lot >20 50-99 Lots: \$10,330 + \$43/lot >50 100+ Lots: \$12,674 + \$33/lot >100 Vest Sub: \$8,673 min	\$9,875.45 first 5 lots \$449.23/lot >5 lots	Low (1 parcel condo w/5+ units): \$6,556 Medium (5-10 lots): \$7,103 High (11-50 lots): \$8,250 Complex (50+ lots): \$10,927
5	Certificate of Compliance - Lot Line Adjustment / Lot Merger	flat	\$ 3,914	\$ 6,875	\$ 500	\$ 5,055	\$5,850 + \$700	\$ 1,646	\$ 684
6	Parcel Map - Lot Line Adjustment / Lot Merger	flat	\$ 3,151	\$ 7,396	no comparison available	no comparison available	\$2,496 + \$298	\$ 7,063	\$1,962 + \$57.50 per lot
7	Public Easement Review	flat	\$ 2,645	\$ 3,106	no comparison available	no comparison available	\$ 1,172	\$ 5,259	\$ 935
8	Street Vacation	flat	\$ 203	\$ 8,972	no comparison available	General: \$4,056 Summary: \$1,726	Standard: \$4,736 Summary: Street - \$4,008 Easement - \$2,976 With Sale: \$7,917	no comparison available	Summary Vacation: \$2,296 Standard Vacation: \$3,584
9	Easement Abandonment	flat	\$ 4,654	\$ 8,972	no comparison available			no comparison available	Summary Vacation of Public Service Easement: \$1,101
10	Plan Revision (after approval of Public Improvement Plans)	T & M (Min 2 hrs)	\$ 530	\$ 230	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
11	Reimbursement Agreement	flat	\$ 2,292	\$ 4,946	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available

City of Morgan Hill					Comparison Agencies				
Fee No.	Fee Name	Fee Unit / Type	Current Fee / Deposit	Full Cost Recovery	Gilroy	Palo Alto	San Jose	Santa Clara	Sunnyvale
12	FEMA Compliance								
	Base Fee								
	New Structure	flat	\$ 423	\$ 965	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	New Accessory Structure and New ADU	flat	\$ 423	\$ 735	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	Improvement of Existing Structure								
	Non-Substantial Improvement without Detailed Review	per structure	\$ 423	\$ 549	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	Non-Substantial Improvement with Detailed Review	per structure	\$ 423	\$ 779					
	Substantial Improvement (other than accessory structure)	per structure	\$ 423	\$ 1,252					
	Substantial Improvement of Accessory Structure and ADU	per structure	\$ 423	\$ 850					
	Additional Review Fees								
	Elevation Certificate Review	per structure	NEW	\$ 633	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	Flood Field Inspection	flat	NEW	\$ 575					
	Flood Study Review with Valley Water Coordination	flat	NEW	\$ 1,495					
	Review of CLOMR/CLOMR-F/LOMR/LOMR-F	flat	\$ 2,328	\$ 920					
	Public Outreach for LOMR/LOMR-F	flat	\$ 847	\$ 1,380					
	Review of BFE Determination for Zone A without a BFE or Zone D	flat	NEW	\$ 460					
13	Stormwater Runoff Management Plan Review								
	Tier 1 Project	flat	NEW	\$ 2,645	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	Tier 2 Project	flat	\$ 2,963	\$ 6,901					
	Tier 3 Project	flat	NEW	\$ 9,892					
	Tier 4 Project	flat	NEW	\$ 11,962					
14	Erosion & Sediment Control/Stormwater Pollution Prevention Plan (SWPPP) Review & Compliance								
	Type 1 & Type 2 Projects								
	< 1 Acre in Soil Disturbance	flat	\$ 787	\$ 518	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	1+ Acre in Soil Disturbance	flat	\$ 1,269	\$ 863					
	Type 3 Projects	flat	NEW	\$ 403					
	Type 4 Projects	flat	NEW	\$ 288					
15	Stormwater Construction Inspections								
	Type 1 & Type 2 Projects								
	< 1 Acre in Soil Disturbance	flat	\$ 12,695	\$ 9,179	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	1+ Acre in Soil Disturbance	flat	\$ 12,695	\$ 16,367					
	Type 3 Projects	flat	\$ 68	\$ 93					
	Type 4 Projects	flat	\$ 68	\$ 93					
16	Stormwater BMP Operations & Maintenance Agreement	flat	NEW	\$ 2,070	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
17	Private Sanitary Sewer Agreement	flat	NEW	\$ 2,645	no comparison available	no comparison available	no comparison available	\$ 8,844	no comparison available

City of Morgan Hill					Comparison Agencies				
Fee No.	Fee Name	Fee Unit / Type	Current Fee / Deposit	Full Cost Recovery	Gilroy	Palo Alto	San Jose	Santa Clara	Sunnyvale
18	Assessment District Reapportionment								
	City Staff	flat	NEW	\$ 2,760	no comparison available	no comparison available	no comparison available	\$ 8,640	Actual Cost
	Contractor Costs	actual costs	\$ 5,000	Actual Costs	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
19	Preliminary Review on Projects / Engineering Services	flat	\$ 2,030	\$ 2,300	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
20	Additional Plan Review (after 3rd submittal)	hourly (min 2 hrs)	\$ 203	\$ 230	\$185/hr (2 hr min)	no comparison available	no comparison available	no comparison available	no comparison available
21	Re-Inspection Fee	hourly (min 4 hrs)	\$ 203	\$ 230	\$ 125	no comparison available	no comparison available	no comparison available	\$ 212
22	Complexity Fee	flat	\$ 2,436	\$ 2,760	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
23	FEMA Community Rating System (CRS) Annual Reporting	flat	NEW	\$ 12,422	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
24	Agreement Extensions / Improvement Agreement Amendments								
	With City Manager Approval	flat	NEW	\$ 2,876	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	With City Council Approval	flat	NEW	\$ 4,371	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
25	Citywide Inspection for Construction or Stormwater Improvements	flat	See Stormwater Construction Inspection	See Stormwater Construction Inspection	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
26	Building Grading Support	flat	Included in Public Improvement Plan Check	Included in Public Improvement Plan Check	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
27	NPDES - above and below 1 acre. Put in tier.	flat	See Stormwater Construction Inspection	See Stormwater Construction Inspection	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
28	Private Street Review	flat	Included in Public Improvement Plan Check	Included in Public Improvement Plan Check	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
29	Preliminary Fee Estimate	flat	\$ 305	\$ 345	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
30	For services requested of City staff which have no fee listed in this fee schedule								
	During Business Hours	per hour	\$ 255	\$ 230	\$ 185	no comparison available	\$ 167	no comparison available	no comparison available
	After Business Hours	per hour	\$ 255	\$ 265	\$475 + \$160/hr after 3 hours	\$ 278	\$ 167	no comparison available	Actual Cost

ATTACHMENT 6

Renaissance Application Fee Calculations and City Comparisons

MORGAN HILL			
YIELD	251		
LOTS	166		
DESIGN PERMIT			
BASE	22,510.50	22,510.80	FIRST 16 UNITS
ADD'L UNITS	211,601.52	22,510.80	EVERY 25 UNITS MORE
TENTATIVE MAP			
BASE	17,689.20	17,689.20	
ADD'L LOTS	99,767.09	17,689.20	EVERY 25 LOTS MORE
	\$ 351,568.31		
	1,406	hours	

GILROY			
YIELD	251		
LOTS	166		
MODEL PLANS	16		
ARCH/SITE			
BASE	8,642.00	8,642.00	
ADD'L MODELS	9,255.00	617.00	EACH ADD'L MODEL
TENTATIVE MAP			
BASE	19,836.00	19,836.00	(5-12 LOTS)
ADD'L LOTS	48,510.00	315.00	EACH LOT <12 (FLAT)
	\$ 86,243.00		
	345	hours	

PALO ALTO			
YIELD	251		
LOTS	166		
SITE/DESIGN			
DEPOSIT	33,671.00	33,671.00	PER DEPOSIT
ADD'L DEPOSITS	67,342.00		ASSUME 2 ADD'L
TENTATIVE MAP			
DEPOSIT	12,889.30	12,889.30	
ADD'L DEPOSITS	25,778.60		ASSUME 2 ADD'L
	\$ 139,680.90		
	559	hours	

SAN JOSE			
YIELD	251		
LOTS	166		
SITE DEV PERMIT			
BASE	31,144.00	31,144.00	100 UNITS
ADD'L UNITS	1,661.00	11.00	PER UNIT 100+
TENTATIVE MAP			
BASE	10,938.00	10,938.00	50 LOTS
ADD'L LOTS	779.52	6.72	PER LOT 50+
	\$ 44,522.52		
	178	hours	

SANTA CLARA		
YIELD	251	
LOTS	166	
ARCH/SITE		
BASE	35,400.00	35,400.00
ADDL' UNITS	-	
TENTATIVE MAP		
BASE	23,600.00	23,600.00
ADD'L LOTS	-	
	\$ 59,000.00	
	236 hours	

Sunnyvale			
YIELD	251		
LOTS	166		
MAJOR DEV			
BASE	8,602.00	8,602.00	
ADD'L UNITS	-		
TENTATIVE MAP			
BASE	6,087.90	6,087.90	
ADD'L LOTS	66,400.00	400.00	PER LOT
	\$ 81,089.90		
	324 hours		

avg hourly rate	\$	250.00
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SB330 Summary Timeline of Application Process



April 25, 2024

VIA E-MAIL

Development Services, Planning Division
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
Attn: Jennifer Carman, Development Services

Re: Monterey Renaissance Builder's Remedy Project (PRE2023-0008)

Dear Ms. Carman:

This letter is in follow up to the above-referenced application submitted on behalf of Glenrock Builders, Inc. ("Applicant") on March 11, 2024. The application is deemed complete by operation of law under the Permit Streamlining Act (Gov. Code § 65943), as the City has not provided a completeness determination within 30 days after receiving the application.

The Permit Streamlining Act (PSA) expressly requires cities to respond no later than 30 calendar days after an application for a development project is received. (Gov. Code § 65943(a).) Courts have strictly interpreted this 30-day deadline in furtherance to the underlying policies of the PSA. (*Orsi v. City Council* (1990) 219 Cal.App.3d 1576 [application deemed complete by operation of law; notice of incompleteness was issued 11 days after 30-day PSA deadline].) In addition, amendments to the PSA made by SB 330 in 2019 established closer controls over items that a city may review in determining application completeness: "If the application is determined to be incomplete, [the city] shall provide the applicant with an exhaustive list of items that were not complete. That list shall be limited to those items actually required on the lead agency's submittal requirement checklist. In any subsequent review of the application determined to be incomplete, the local agency shall not request the applicant to provide any new information that was not stated in the initial list of items that were not complete." (*Id.*)

More recently, the Department of Housing and Community Development ("HCD") has advised cities to comply with the 30-day response deadline so that applications for housing development projects can be processed in a more timely manner. A copy of HCD's December 7, 2023 Technical Assistance letter was attached to our previous correspondence and is attached again for reference. (**Attachment 1**) As HCD notes, there is no support under the PSA to delay the commencement of the City's 30-day period to respond on the payment of application fees.

Here, the application consists of a tentative subdivision map application and clearly falls within the purview of the PSA. The City's Application Submittal Checklist, however, does not include payment of application fees as a checklist item. (**Attachment 2**) To the contrary, the Checklist states "Once received Staff will respond with the associated fees and payment options." As the City's Checklist does not expressly condition receipt of an application based on the payment of fees, the 30-day PSA deadline to respond for this project began, as a matter of law, on the date that all of the items on the application checklist were submitted and received by the City. Note, however, that even for cities that expressly condition the payment of fees as an application checklist item, HCD has opined that the PSA does not authorize cities to indefinitely delay a 30-day completeness determination on the payment of those fees.

For this project, the Applicant also requested, at the time that the application was submitted, that the City transfer previously deposited funds for an Urban Service Area (USA) amendment, for the purpose of initiating the City's processing of this application. The Applicant therefore initiated payment of the City's application fees at the time that the application was submitted and received by the City. The Applicant's payment of fees on April 5, 2024, however, indicates that no funds were transferred. If a balance remains in any other accounts on file on behalf of Glenrock Builders, we ask that those funds be reimbursed directly to Glenrock, along with an accounting of all expenses incurred in connection with that deposit account.

Lastly, we note that the City's method for calculating the application fee for this project remains under dispute given that the application fees for this project in the amount of \$364,770.04 are disproportionate to the City's actual, reasonable costs in processing a subdivision application. The Applicant made its payment under protest at the time that the application fees were paid to the City. Since then, the U.S. Supreme Court issued its ruling in *Sheetz v. County of El Dorado, California* (2024) 144 S. Ct. 893, holding that there is no legislative exemption for fees and exactions imposed pursuant to the Mitigation Fee Act ("MFA"). That ruling directly applies here, as application fees are governed by the MFA. (Gov. Code § 66000(b).) Other provisions of the MFA remain in place, such as the accrual of 8% interest pending the outcome of any challenge. (Gov. Code § 66020.)

As the application is deemed complete by operation of law, the Applicant requests that the City initiate review of this project under CEQA, given that the PSA and other deadlines for completing such review are now in effect.

Sincerely,



Robin R. Baral

Attachments

cc: Don Larkin, City Attorney
Client

ATTACHMENT 1

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



December 7, 2023

Jordan Klein, Director of Planning and Development
City of Berkeley
1947 Center Street, 3rd Floor
Berkeley, CA 94704

Dear Jordan Klein:

RE: City's Application Intake and Processing – Letter of Technical Assistance

The California Department of Housing and Community Development (HCD) received multiple requests for technical assistance requesting HCD to review the City of Berkeley's (City) housing application intake procedures and application processing for compliance with the Permit Streamlining Act (PSA) (Gov. Code, § 65943.5). The purpose of this letter is to provide technical assistance on this matter.

Housing Element Program Commitments

As the City is aware, the City Council adopted Berkeley's 6th Cycle Housing Element (2023 – 2031) on January 18, 2023, and HCD found the housing element in substantial compliance with State Housing Element Law on February 28, 2023. The City is obligated to implement the programs in the housing element to facilitate the City's housing needs. The following two programs are responsive to this topic.:

- **Program 33 (Zoning Code Amendment: Residential).** This program requires amendments to the zoning code to reduce entitlement and permit processing time. It is intended to reduce administrative costs for the City and streamline housing projects.
- **Program 34 (Permit Processing).** This program addresses permit processing and acknowledges delays in processing development applications. Program 34 is intended to improve the streamlining of permit processing through updates to permitting software which would allow applications to be submitted online and provide on-demand reporting of project statuses.

Permit Streamlining Act – Completeness Review

The Legislature found and declared with the passing of the PSA that "there is a statewide need to ensure clear understanding of the specific requirements which must be met in connection with the approval of development projects and to expedite

decisions on such projects” (Gov. Code § 65921). The intent of the PSA is to ensure that applicants are provided clear instructions and that local jurisdictions are processing projects in accordance with the specific timelines outlined in the statute to streamline development. Notably, the PSA requires that local jurisdictions determine in writing whether an application is complete within 30 days of application submittal. Considering the current housing crisis in California, delays in permitting processes and approval times add constraints to the cost of residential construction. Therefore, compliance with the PSA is even more pertinent today to meet the urgent housing needs across California.

It is HCD’s understanding that prior to a project’s full application submittal, the City conducts a unique local application intake review process. This process (which should not be confused with a typical pre-application process where a prospective applicant submits a conceptual plan for informal review and discussion) concludes in an application being found by staff to be “ready for review.” To achieve “ready to review” status, the applicant must submit all forms and materials required per the City’s development application checklist for review by the Planning Department. Once staff is satisfied that all forms and materials have been submitted as required, the applicant is invoiced and is authorized to officially submit the application. The City considers the 30-day PSA completeness clock to begin at the time when an applicant is issued an invoice and payment is made – and not at the time the application is originally submitted. Therefore, the time it takes for a project to achieve “ready to review” status is indefinite and may exceed 30 calendar days.

The PSA requires local jurisdictions determine in writing whether an application is complete within *30 calendar days after the application is received* (Gov. Code § 65943, subd. (a), emphasis added). If the application is incomplete, the local jurisdiction must provide the applicant with a list of items that were not included in the application. That list must be limited to only those items contained within the local jurisdiction’s development application submittal checklist. The City’s application intake review process appears to be a completeness review consistent and subject to the PSA because the City requires all the application checklist items be provided in this process. However, the City is not complying with the provisions of the PSA in that the City is not providing clear and transparent guidelines for what satisfies the application intake process and may take over 30 calendar days to complete the intake review.

Additionally, when the City ultimately accepts an application for review, HCD understands the City adheres to its own timing provisions contained in the City’s municipal code which states, “...when business days are referenced, they include only days when City Hall is open. The end of a time period is computed by excluding the first day and including the last day. If the last day is a holiday observed by the City or a City Hall non-business day, that day is excluded” (BMC § 23.104.030(F)). Based on this municipal code provision, it appears that the City excludes the day the application was submitted and excludes weekends, holidays, and days that City Hall is closed to the public. The practice of reviewing housing applications based on business days adds to

constraints contributing to the housing crisis and is inconsistent with the provisions and intent of the PSA. The PSA explicitly states that local jurisdictions are required to determine whether an application is complete within *30 calendar days*, and not business days.

Recommendations

As supported by the content of this letter, HCD makes the following recommendations to the City to best implement state law and housing element program commitments to streamline permit processing:

- 1. Completeness review begins at application submittal.** When an application is submitted to the City for review, the City has 30 calendar days from the submittal date to determine completeness in writing per the PSA. Therefore, the City's intake review process is a completeness review and is subject to the PSA and must be completed within 30 calendar days. The City should make it possible for an applicant to pay the application review fee at the time the application is submitted (e.g., via a written check, online payment portal, etc.)
- 2. Calendar days.** The PSA requires the City to provide written comments to the applicant for a completeness review within *30 calendar days*. This includes weekends, holidays, and any City Hall closures. The City's Zoning Code provision and HCD's procedures are not compliant with the PSA. Amendments to the City's Zoning Code and internal procedures should be implemented consistent with the PSA.

Conclusion

HCD is aware that the City applied for the Prohousing Designation Program on August 17, 2023, to qualify for funding benefits. To qualify for the Prohousing Designation, the City must meet threshold requirements, including but not limited to, a compliant housing element and compliance with applicable state housing laws such as the PSA at the time of application. HCD recommends the City make the necessary streamlining improvements referenced above to fully comply with the PSA and to qualify for the Prohousing Designation Program.

HCD requests the City provide a written response by January 7, 2023. The Housing Accountability Unit will review the City's response in coordination with the Prohousing Designation Division to ensure the City meets all requirements to obtain the Prohousing Designation. The written response should include details such as, but not limited to, a timeline of actions that the City will undertake to address the recommendations listed above.

HCD acknowledges the challenges with reduced staffing coupled with a high volume of development applications and applauds the City in its efforts to implement the City's 6th Cycle Housing Element programs. HCD advises that the contents of this letter not be used to delay or otherwise unnecessarily complicate the intake and processing of entitlements. HCD reminds that the State of California is in a housing crisis, and the provision of housing is a priority of the highest order. If you have any questions regarding the content of this letter or would like additional technical assistance, please contact Jessica Evans at jessica.evans@hcd.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannan West". The signature is fluid and cursive, with the first name "Shannan" and the last name "West" clearly distinguishable.

Shannan West
Housing Accountability Unit Chief

ATTACHMENT 2

DEVELOPMENT SERVICES CENTER – PLANNING DIVISION

Application Submittal Checklist

This planning document describes all the materials required to submit a complete application to the Planning Division for the most commonly received permit types. Section 1 is a checklist of materials required for all projects. Sections 2-5 are a continuation of the checklist requirements based on the type of permit being submitted. Each submittal requirement within the checklists is defined and provides what needs to be included within that document/plan. If you do not see the type of permit you need for your application within this document, please refer to the main Planning Division [Applications/Permits/Fees](#) webpage.

This checklist must be completed and submitted with the Application Submittal.

My project is a: (select all that apply)

- ☐ Preliminary Application:
 - ☐ SB9 Residential Project
 - ☐ SB330 Residential Project
- ☐ Design permit for:
 - ☐ SB9 Residential Project
 - ☐ SB35 Residential Project
 - ☐ SB330 Residential Project
 - ☐ Non-Residential Project
- ☐ Conditional Use Permit
- ☐ Tentative Map / Parcel Map
- ☐ General Plan Amendment / Zoning Amendment / Planned Development

Application Submittals can be sent to planning@morganhill.ca.gov. **Once received** Staff will respond with the associated fees and payment options. The application submittal date is identified as the day fees are paid. Incomplete submittals that are missing materials from this checklist will **not** be accepted. Based on the project type and proposal, Planning Division staff has the right to waive filing requirement items listed below if not needed.

SECTION 1 - ALL PROJECTS

- ☐ **Uniform Application:** This application provides the necessary information to log a project into the permit system. If a representative is filing on behalf of the property owner, the “Letter of Agency” section within this application will also need to be filled out. If the property owner is available to sign, you do not need to fill out this portion of the application. Everyone must sign the Indemnification Agreement portion of the application to be considered complete. Note: include name, telephone number, and e-mail of the contact person for architectural, engineering, landscape, and signage if different from the applicant.
- ☐ **Planning Entitlement Project Information Sheet:** (Environmental Assessment) Form: This form will provide important project information that will help expedite the environmental review process. Provide as much detail as possible regarding the scope of the project proposal. If a section of the application is not applicable to your project, please write “not applicable” or “N/A”.
- ☐ **Project Narrative/Letter of request:** Written description of the project being proposed for development. The description should outline the details of the specific project in a structured format that covers the intended use, details of that use, proposed units/ square footage of structures, and permits being requested. If it is a housing project, it should include any concessions or exceptions that are being asked for.
- ☐ **Coverage Screening Form:** Santa Clara Valley Habitat Plan: All projects that have grading, new foundation component, or are creating new impervious services are required to fill out this application. Please visit the [Santa Clara Valley Habitat Agency website](#) to review the associated fees that will need to be paid to the Habitat Agency for your project prior to issuance of a City Building Permit.
- ☐ **Recology South Valley New Development Guidelines & Questionnaire:** This questionnaire assists in assuring new refuse and recycling enclosures will be large enough and meet Recology requirements.
- ☐ I understand that if I am submitting for an SB330 residential project(s), that the project(s) is subject to compliance with the [Objective Criteria and Residential Development Design and Development Standards](#).
- ☐ I understand that resubmittals require a written response letter addressing each comment and where the new information can be found along with updated plans reflecting changes with cloud, delta, and date revisions. _____(initials)

SECTION 2 - SB9 PRESCREEN APPLICATIONS

- ☐ **SB9 Eligibility Checklist:** This checklist provides information to be assessed by Planning Division staff to ensure the proposed project can meet the eligibility criteria outlined in the Senate Bill.
- ☐ **Site and Development Plans:** A plan that shows the proposed land development including the site layout, positioning of buildings and structures, property access, etc. The following must be included within the Site and Development Plans.
 - ✓ A Vicinity Map, north arrow, scale ratio and bar scale, the site area in square feet, date(s) of plans and revisions, labeled dimensions, all existing items labeled (E) and new labeled (N), or relocated etc. Engineering or Architectural scale required, not less than 1/16. A larger scale may be needed to provide clear understanding of the project.
 - ✓ The entire property under consideration, including property lines, a portion of the adjacent properties, and adjoining public rights-of-way. For large acreage properties, staff recommends that two (2) site plans be submitted. The first site plan would show the entire property with detail indicating the area proposed for development; the second site plan would focus on the specific areas of the proposed development.
 - ✓ The adjacent properties should include enough of the site to enable the evaluation of adjacent impacts. Show location and distance from closest adjacent structures on neighboring properties.
 - ✓ Dimensions of the parcel(s), existing and proposed buildings, numbered parking spaces, and other features, as well as the width of walkways, driveways, private drives, planters, etc. Dimensioning is important in that any errors on the plans may be detected more easily and earlier in the City's review process.
 - ✓ Footprints of all existing and proposed buildings, structures, or signs, drawn to scale showing the proposed location of structures to be constructed, modified, relocated or demolished. Indicate the type of use and include all dimensions.
 - ✓ Square footage for all existing and proposed buildings and proposed additions.
 - ✓ The location of streets, street widths, with street names (indicate whether a public or private street), width of proposed right-of-way dedications, and location and dimensions of lot lines. Plans shall include adjacent property driveways on the opposite side of the street and a radius of curb returns. If adjacent to the railroad, include location of right-of-way widths.
 - ✓ Typical cross-section of street improvements for both public and private streets.
 - ✓ A graphical description of proposed onsite circulation patterns for both vehicles and pedestrians, and accessible paths of travel, where required. Include vehicle turning templates for fire apparatus, refuse trucks and delivery trucks in parking areas, and loading areas.
 - ✓ Location of any existing or proposed transit/bus stops within 100 feet of the project boundaries and across the street from the site. Information about existing and proposed bus stops can be found on the VTA website.

- ✓ Location of existing and proposed driveways, off-street parking and loading facilities. Show parking spaces with dimensions for each type of parking space (e.g. compact, full, ADA, EVA, etc.) and a tabulation of the required and proposed parking based on the proposed use and the municipal code stall requirements and standards.
- ✓ The location, dimension and nature/purpose of all easements color coded.
- ✓ Setbacks of buildings from property lines, other onsite buildings and structures, septic systems, water wells, etc. (dimensioned).
- ✓ Location of existing and proposed walls/fences, height, and materials of construction.
- ✓ Location and identification of drainage courses, creeks, etc. and direction of flow.
- ✓ Location of onsite water source(s), supply and storage facilities.
- ✓ Location of all existing facilities (sewer, water, storm drain, water wells, fire hydrants, transformers and overhead utility lines located on-site, directly adjacent to the site or within the adjacent right-of-way). Label facilities that are to be removed.
- ✓ Location of proposed electrical vaults/transformers and backflow preventors, if required.
- ✓ Location of proposed trash, recycling, and/or refuse enclosure(s) specs.

SECTION 3 - SB330 RESIDENTIAL PRELIMINARY REVIEW APPLICATIONS

- ☐ **Preliminary Plan Review Checklist:** This checklist will assist in the understanding of the project coming forward and is consistent with Government Code Section 65941.1
- ☐ **Current Title Report:** A Title Report is a document that lists who owns the property and outlines the legal description of the property and identifies if there are any easements and/or agreements on the property. To be considered current, the report shall not be older than 90-days.
- ☐ **Metes and Bounds Legal Description:** Legal description of boundaries of a parcel that identifies its precise location and is kept with the deed of the land.
 - ✓ Include bearing and dimensions (metes and bounds) of the proposed area, streets and other rights-of-way, and acreage of total area.
- ☐ **Site and Development Plans:** A plan that shows the proposed land development including the site layout, positioning of buildings and structures, property access, etc. The following must be included within the Site and Development Plans.
 - ✓ A Vicinity Map, north arrow, scale ratio and bar scale, the site area in square feet, date(s) of plans and revisions, labeled dimensions, all existing items labeled (E) and new labeled (N), or relocated etc. Engineering or Architectural scale required, not less than 1/16. A larger scale may be needed to provide a clear understanding of the project.
 - ✓ The entire property under consideration, including property lines, a portion of the adjacent properties, and adjoining public rights-of-way. For large acreage properties, staff recommends that two (2) site plans be submitted. The first site plan would show the entire property with detail indicating the area proposed for development; the second site plan would focus on the specific areas of the proposed development.

- ✓ The adjacent properties should include enough of the site to enable the evaluation of adjacent impacts. Show location and distance from closest adjacent structures on neighboring properties.
- ✓ Dimensions of the parcel(s), existing and proposed buildings, numbered parking spaces, and other features, as well as the width of walkways, driveways, private drives, planters, etc. Dimensioning is important in that any errors on the plans may be detected more easily and earlier in the City's review process.
- ✓ Footprints of all existing and proposed buildings, structures, or signs, drawn to scale showing the proposed location of structures to be constructed, modified, relocated or demolished. Indicate the type of use and include all dimensions.
- ✓ Square footage for all existing and proposed buildings and proposed additions.
- ✓ The location of streets, street widths, with street names (indicate whether a public or private street), width of proposed right-of-way dedications, and location and dimensions of lot lines. Plans shall include adjacent property driveways on the opposite side of the street and a radius of curb returns. If adjacent to the railroad, include location of right-of-way widths.
- ✓ Typical cross-section of street improvements for both public and private streets.
- ✓ A graphical description of proposed onsite circulation patterns for both vehicles and pedestrians, and accessible paths of travel, where required. Include vehicle turning templates for fire apparatus, refuse trucks and delivery trucks in parking areas, and loading areas.
- ✓ Location of any existing or proposed transit/bus stops within 100 feet of the project boundaries and across the street from the site. Information about existing and proposed bus stops can be found on the VTA website.
- ✓ Location of existing and proposed driveways, off-street parking and loading facilities. Show parking spaces with dimensions for each type of parking space (e.g. compact, full, ADA, EVA, etc.) and a tabulation of the required and proposed parking based on the proposed use and the municipal code stall requirements and standards.
- ✓ The location, dimension and nature/purpose of all easements color coded.
- ✓ Setbacks of buildings from property lines, other onsite buildings and structures, septic systems, water wells, etc. (dimensioned).
- ✓ Location of existing and proposed walls/fences, height, and materials of construction.
- ✓ Location and identification of drainage courses, creeks, etc. and direction of flow.
- ✓ Location of onsite water source(s), supply and storage facilities.
- ✓ Location of all existing facilities (sewer, water, storm drain, water wells, fire hydrants, transformers and overhead utility lines located on-site, directly adjacent to the site or within the adjacent right-of-way). Label facilities that are to be removed.
- ✓ Location of proposed electrical vaults/transformers and backflow preventors, if required.
- ✓ Location of proposed trash, recycling, and/or refuse enclosure(s) specs.

☐ **Building Elevations:** Referred to the visible vertical plane of the side of a building from ground level to the peak of the roof. Note: renderings do not replace the requirement for building elevations.

- ✓ Must show the exterior appearance of all sides of project structures, building modifications, and additions proposed for construction.
- ✓ Drawn to scale with an indication of height, construction materials, and colors to be used.
- ✓ Provide building elevations for all affected views, and identify them as North, South, East, and West.
- ✓ Identify exterior building features doors, windows, siding, etc.) as existing (E), new (N), or proposed to be repaired and/or replaced.
- ✓ Identify all areas of walls and roof that are proposed to be demolished. Indicate with dashed lines any window or door openings, or any other features that are proposed to be eliminated or modified.
- ✓ Indicate the height from grade to the top of plate line, and to the top of the roof, and also depict and/or reference any anticipated from mounted equipment and equipment screening.
- ✓ Roof plans are required. Roof plans should indicate all roof slopes, gutters, and downspout locations. Indicate equipment and other features as well as slope. Identify all areas of the roof proposed for demolition. Where the project proposes additions to existing structures, clearly identify the portions of roof that are existing (E) and proposed to be changed/new (N).
- ✓ For buildings over one (1) story in height or buildings over 50,000 square feet in gross area, provide a visual representation of the nighttime lighting proposed on all building elevations to give an indication of the effect of security and decorative lighting.

SECTION 4 - CONDITIONAL USE PERMIT AND DESIGN PERMIT FOR RESIDENTIAL (FINAL SB9/SB35/SB330) AND NON-RESIDENTIAL DEVELOPMENT PROJECTS INVOLVING NEW STRUCTURES, ADDITIONS, DEMOLITIONS, OR EXTERIOR ALTERATION

- ☐ **Current Title Report:** A Title Report is a document that lists who owns the property and outlines the legal description of the property and identifies if there are any easements and/or agreements on the property. To be considered current, the report shall not be older than 90-days.
- ☐ **Site and Development Plans:** A plan that shows the proposed land development including the site layout, positioning of buildings and structures, property access, etc. The following must be included within the Site and Development Plans.
 - ✓ A Vicinity Map, north arrow, scale ratio and bar scale, the site area in square feet, date(s) of plans and revisions, labeled dimensions, all existing items labeled (E) and new labeled (N), or relocated etc. Engineering or Architectural scale required, not less than 1/16. A larger scale may be needed to provide clear understanding of the project.
 - ✓ The entire property under consideration, including property lines, a portion of the adjacent properties, and adjoining public rights-of-way. For large acreage properties, staff recommends that two (2) site plans be submitted. The first site plan would show the

entire property with detail indicating the area proposed for development; the second site plan would focus on the specific areas of the proposed development.

- ✓ The adjacent properties should include enough of the site to enable the evaluation of adjacent impacts. Show location and distance from closest adjacent structures on neighboring properties.
- ✓ Dimensions of the parcel(s), existing and proposed buildings, numbered parking spaces, and other features, as well as the width of walkways, driveways, private drives, planters, etc. Dimensioning is important in that any errors on the plans may be detected more easily and earlier in the City's review process.
- ✓ Footprints of all existing and proposed buildings, structures, or signs, drawn to scale showing the proposed location of structures to be constructed, modified, relocated or demolished. Indicate the type of use and include all dimensions.
- ✓ Square footage for all existing and proposed buildings and proposed additions.
- ✓ The location of streets, street widths, with street names (indicate whether a public or private street), width of proposed right-of-way dedications, and location and dimensions of lot lines. Plans shall include adjacent property driveways on the opposite side of the street and a radius of curb returns. If adjacent to the railroad, include location of right-of-way widths.
- ✓ Typical cross-section of street improvements for both public and private streets.
- ✓ A graphical description of proposed onsite circulation patterns for both vehicles and pedestrians, and accessible paths of travel, where required. Include vehicle turning templates for fire apparatus, refuse trucks and delivery trucks in parking areas, and loading areas.
- ✓ Location of any existing or proposed transit/bus stops within 100 feet of the project boundaries and across the street from the site. Information about existing and proposed bus stops can be found on the VTA website.
- ✓ Location of existing and proposed driveways, off-street parking and loading facilities. Show parking spaces with dimensions for each type of parking space (e.g. compact, full, ADA, EVA, etc.) and a tabulation of the required and proposed parking based on the proposed use and the municipal code stall requirements and standards.
- ✓ The location, dimension and nature/purpose of all easements color coded.
- ✓ Setbacks of buildings from property lines, other onsite buildings and structures, septic systems, water wells, etc. (dimensioned).
- ✓ Location of existing and proposed walls/fences, height, and materials of construction.
- ✓ Location and identification of drainage courses, creeks, etc. and direction of flow.
- ✓ Location of onsite water source(s), supply and storage facilities.
- ✓ Location of all existing facilities (sewer, water, storm drain, water wells, fire hydrants, transformers and overhead utility lines located on-site, directly adjacent to the site or within the adjacent right-of-way). Label facilities that are to be removed.
- ✓ Location of proposed electrical vaults/transformers and backflow preventors, if required.
- ✓ Location of proposed trash, recycling, and/or refuse enclosure(s) specs.

- ☐ **Streetscape Plans:** A plan illustrating how the new project will appear in the context of existing surrounding buildings, structures, streetscapes, and other relevant parts of the setting.

Streetscape plans are required for all Commission level applications and may be required for administrative permits depending on the proposal.

- ☐ [Inclusionary Housing Ordinance Checklist](#) for Affordable Housing (if project includes residential units)
- ☐ [Development Design and Development Standards Checklist](#) for Housing Development Projects
- ☐ **Building Elevations:** Referred to the visible vertical plane of the side of a building from ground level to the peak of the roof. Note: renderings do not replace the requirement for building elevations.
 - ✓ Must show the exterior appearance of all sides of project structures, building modifications, and additions proposed for construction.
 - ✓ Drawn to scale with an indication of height, construction materials, and colors to be used.
 - ✓ Provide building elevations for all affected views, and identify them as North, South, East, and West.
 - ✓ Identify exterior building features doors, windows, siding, etc.) as existing (E), new (N), or proposed to be repaired and/or replaced.
 - ✓ Identify all areas of walls and roof that are proposed to be demolished. Indicate with dashed lines any window or door openings, or any other features that are proposed to be eliminated or modified.
 - ✓ Indicate the height from grade to the top of plate line, and to the top of the roof, and also depict and/or reference any anticipated from mounted equipment and equipment screening.
 - ✓ Roof plans are required. Roof plans should indicate all roof slopes, gutters, and downspout locations. Indicate equipment and other features as well as slope. Identify all areas of the roof proposed for demolition. Where the project proposes additions to existing structures, clearly identify the portions of roof that are existing (E) and proposed to be changed/new (N).
 - ✓ For buildings over one (1) story in height or buildings over 50,000 square feet in gross area, provide a visual representation of the nighttime lighting proposed on all building elevations to give an indication of the effect of security and decorative lighting.
- ☐ **Floor Plans:** A scaled drawing that shows the relationship between rooms, spaces and physical features within the building footprint as viewed from above. Floor plans are necessary to provide a full understanding of the project and functioning of the interior spaces. Floor plans must show:
 - ✓ All buildings under consideration.
 - ✓ Each level of the structure(s) should be included with identification of all exterior features such as doors, windows, etc. and if they are new (N), existing (E), removed, and if they are existing but being replaced.
 - ✓ Label each room with the proposed use.
 - ✓ Identify all exterior landings at doors.

- ☐ **Landscape/Irrigation Plan:** The scaled Site and Development Plan that incorporates a visual representation of the proposed landscape and hardscape details. Projects are required to comply with the City's Water Conservation and Landscaping Ordinance Chapter 18.148 of the Morgan Hill Municipal Code and the requirements of Chapter 18.64 (Landscaping) of the Morgan Hill Municipal Code. The more restrictive shall control. Plans shall include:
- ✓ Site Boundaries: Locate and identify the boundaries of the site.
 - ✓ Existing Conditions: Locate and identify all underground utilities, property lines, and easements; size and species of existing trees; natural and manmade features; drainage courses and creeks; and whether proposed for removal, relocation or preservation.
 - ✓ Existing Structures: Identify structures immediately adjacent to the property
 - ✓ New Structures: identify new structures and improvements proposed as part of the project.
 - ✓ Irrigation Plan: Provide conceptional irrigation plan specifying the location, type, and size of all components of the irrigation system. A detailed irrigation plan will be required with the Building plan check.
 - ✓ Existing and proposed above-ground utilities and structures relative to the existing and proposed trees/landscaping.
 - ✓ Height of bermed landscaping
 - ✓ Identification of all proposed Low Impact Development (LID) features/post-construction stormwater facilities consistent with project's Civil Plans.
 - ✓ Total landscape square footage of project.
 - ✓ Proposed plan selection.
 - ✓ Hydrozone map (color coded).
- ☐ [Environmental Services Division Checklist for Design Permits](#)
- ☐ **Conceptual Grading Plan:** A drawing on a plan, prepared by a licensed civil engineer, that illustrates the topographical layout of a construction site and how the site will be excavated, filled, and graded to prepare it for necessary work to be done. Plans must show:
- ✓ Benchmark used.
 - ✓ Limits of grading.
 - ✓ Earthwork quantities.
 - ✓ Structures, footprints, pad and finish floor elevations for all proposed buildings.
 - ✓ Existing contours or spot elevations, drainage arrows and grade breaks to indicate drainage patterns.
- ☐ **Storm Water Post-Construction Development Standards Conformance:** This is applicable to projects with new and/or include replacement impervious surface $\geq 2,500$ square feet. More information can be found in the [Stormwater Management Guidance Manual For Low Impact Development & Post-Construction Requirements](#). Before checking this box, you will need to confirm the amount of impervious surface being constructed or replaced and include:
- ✓ Completed Stormwater Control Plan Checklist (Appendix B of the Guidance Manual)
 - ✓ Completed certification worksheet(s) documenting applicable Performance Requirements (see Guidance Manual)

- ✓ For projects proposing infiltration-based stormwater facilities, a copy of the project's Geotechnical Report, if available, that includes soil borings, depth to groundwater, and site-specific infiltration tests.
- ✓ For projects that are subject to Performance Requirement Numbers 2, 3 and 4 as described in the Guidance Manual, a Preliminary Stormwater Control Plan Exhibit that contains the following is required:
 - a. Items 1 through 4 of the Stormwater Control Plan Checklists from the Guidance Manual.
 - b. Preliminary supporting calculations used to comply with the applicable Performance Requirements.
 - c. Location and identification of existing and proposed stormwater facilities.
 - d. Storm drain locations, rims, and inverts.
 - e. Preliminary operation and maintenance information.
 - f. If known, the name of the owner of the stormwater facilities and name of responsible party that will conduct operation and maintenance
 - g. Brief explanation on how the project is meeting the applicable performance requirements.

- ☐ **Preliminary Drainage Report:** A written report that includes, at a minimum, the following:
 - ✓ Narrative describing pre and post project drainage patterns and conveyance paths. Narrative must describe the existing storm drain system in surrounding public or private streets and proposed project use of, and impact on, those systems.
 - ✓ Preliminary hydrology and hydraulic calculations using City standard method. Also include calculations for detention/retention facility sizing.
 - ✓ Discussion of project-specific drainage requirements and associated calculations demonstrating project implementation.
 - ✓ If the project site is located within a 100-year floodplain, add a discussion of project's finish floor elevations and potential for flooding during significant storm events. In addition, indicate flood zone assigned to project area as shown on the effective FEMA Flood Insurance Rate Map (FIRM).

- ☐ **Color and Materials Samples:** Information on proposed colors and materials is required for all projects unless the requirement is waived by staff. If actual material samples are provided or requested, those samples will remain with the file as part of the public record. The proposed colors and materials must be specified, rather than simply referenced by "See color/Material Board." Samples must be no larger than 8 ½" by 11" in size. Provide brochure or cut sheets for any proposed new doors, windows, hardware, or fixtures.

- ☐ **Photographs:** Provide color photographs of the site (including all sides of existing buildings) and surrounding properties (including properties next door and across the street). Minimum photo size is 3" x 5" and they should all be incorporated on one or two plan set size sheet(s).

- ☐ **Photometric Plan:** A grided layout that shows the locations of all new lighting fixtures on a site plan with measurement of illustrated light foot candles throughout the project site and adjacent properties.
 - ✓ Luminosity calculations including all proposed exterior lighting including but not limited to fixtures mounted on the exterior of buildings, elements planned on walkways, in vehicular parking and access areas on the site.
 - ✓ Specific Lumens (foot candle level) calculated at property lines should be clearly noted.
 - ✓ Depiction of the anticipated light levels generated by all exterior lights shall be provided across the subject site and at least ten (10) feet beyond the property lines.
 - ✓ Specifications or cut sheets for each proposed light fixture detailing the fixture design, level of illumination, and hours of illumination shall be provided, if not directly on the plan, as a separate report.
- ☐ **Phasing Plan (if applicable):** A phasing plan illustrates on a site plan the timing of each stage of the proposed development that will be completed.
 - ✓ On a site plan, color code each phase of the project and identify what phase is first, second, and so on.
 - ✓ Provide a description of each phase to include the timing, types of land uses (with area size), list of buildings (With square footages), and any other amenities or site information.
 - ✓ Identify any triggers for development of subsequent phases. Each phase will be considered for functionality in advance of subsequent phasing.
- ☐

SECTION 5 - PARCEL AND TENTATIVE MAPS

- ☐ **Tentative Subdivision Map/Parcel Map (if applicable):** a map that illustrates the division of a tract of land into smaller parcels/lots. Things to be included on the plans are as follows:
 - ✓ Name and address of legal owner, subdivider and the person preparing the map (including registration number)
 - ✓ Assessor's parcel number
 - ✓ Date prepared, north arrow, scale and contour interval
 - ✓ Existing and proposed land use
 - ✓ Title
 - ✓ A vicinity map showing roads, adjoining subdivisions, creeks, railroads and other data sufficient to locate the proposed subdivision and show its relation to the community.
 - ✓ Existing topography of the site and at least one hundred feet from its boundary, including but not limited to:
 - o Existing contours at two-foot intervals, if the existing ground slope is less than ten percent and not less than five-foot intervals for existing ground slopes greater than or equal to ten percent. Existing contours shall be represented by screened or dashed lines.

- Type, circumference and dripline of existing trees as defined by Chapter 12.32 of the Morgan Hill Municipal Code on removal of significant trees on public and private property. Any trees proposed to be removed shall be so indicated.
- The approximate location and outline of existing structures identified by type. Structures to be removed shall be so marked.
- The location, width and direction of flow of each watercourse.
- The location, pavement and right-of-way width and grade and name of existing streets or highways.
- Location and type of street improvements.
- The location, size and slope of existing storm drains. The location of existing overhead utility lines on peripheral streets.
- The location, width and identity of existing easements.
- The location and size of existing sanitary sewers, water mains and storm drains. The approximate slope of existing sewers and storm drains shall be indicated. The location of existing overhead utility lines on peripheral streets
- The approximate location of the sixty, sixty-five, and seventy CNEL (community noise equivalent level) contours, if any.
- ✓ Proposed improvements to be shown shall include but not be limited to:
 - The location, grade, centerline radius and arc length of curves, pavement and right-of-way width and name of all streets. Typical sections of all streets shall be shown.
 - The location and radius of all curb returns and cul-de-sacs, The location, width and purpose of all easements.
 - The angle of intersecting streets if such angle deviates from a right angle by more than four degrees.
 - The approximate lot layout and the approximate dimensions of each lot and of each building site. Engineering data shall show the approximate finished grading on each lot, the preliminary design of all grading, the elevation of proposed building pads, the top and toe of cut and fill slopes to scale and the number of each lot.
 - Proposed contours at two-foot intervals shall be shown if the existing ground slope is less than ten percent and not at less than five-foot intervals for existing ground slopes greater than or equal to ten percent. A separate grading plan may be submitted.
 - Proposed recreation sites, trails and parks for private or public use.
 - Proposed common areas and areas to be dedicated to public open space.
 - The location and size of sanitary sewers, water mains and storm drains. Proposed slopes and approximate elevations of sanitary sewers and storm drains shall be indicated.
- ✓ If the site is to be graded, proposed contours shall be shown or an approved grading plan shall be submitted
- ✓ The proposed lot layout and lot areas
- ✓ Proposed easements or rights-of-way
- ✓ The source and date of existing contours

- ✓ A preliminary report of title showing the current vested owner
- ✓ A soils and/or geotechnical/geology report may be required pursuant to Chapter 18.70 of the Morgan Hill Municipal Code
- ✓ A statement by the engineer or surveyor responsible for the preparation of the map shall state that all monuments are of the character and occupy the positions indicated, or that they will be set in those positions on or before a specified date and that the monuments are, or will be, sufficient to enable the survey to be retraced
- ✓ The location of each parcel and its relation to surrounding surveys
- ✓ If the map includes a "designated remainder" parcel and the gross area of the "designated remainder" parcel is five acres or more, that remainder parcel need not be shown on the map and its location need not be indicated as a matter of survey, but only by deed reference to the existing boundaries of the remainder parcel. A parcel designated as "not a part" shall be deemed to be a "designated remainder".
- ✓ The name or names of any geologist or soils engineer whose services were required in the preparation of the design of the map.
- ✓ The source and date of existing contours.
- ✓ All lettering size shall be one-eighth-inch minimum.
- ✓ If the subdivider plans to develop the site as shown on the tentative map in units, then the proposed units shall be shown on the map including the proposed sequence of construction.

SECTION 6 - GENERAL PLAN AMENDMENT, ZONING AMENDMENT, AND PLANNED DEVELOPMENTS

- ☐ **Current Title Report:** A Title Report is a document that lists who owns the property and outlines the legal description of the property and identifies if there are any easements and/or agreements on the property. To be considered current, the report shall not be older than 90-days.
- ☐ **Metes and Bounds Legal Description:** Legal description of boundaries of a parcel that identifies its precise location, and is kept with the deed of the land.
 - ✓ Include bearing and dimensions (metes and bounds) of the proposed area, streets and other rights-of-way, and acreage of total area.
- ☐ **General Plan/Zoning Land use Map Exhibit:**
 - ✓ Map that identifies the existing lands use designation, assessor's parcel number identified, and site acreage identified
 - ✓ Map with the area to be changed highlighted, acreage of proposed changed area, and the proposed zoning change clearly labeled.
- ☐ **General Plan / Zoning Text Amendment Exhibit:**
 - ✓ Provide a detailed exhibit with the existing General Plan / Municipal Code Section(s) with words to be deleted shown as lined out, and words to be added underlined.

DEVELOPMENT ACKNOWLEDGEMENT

I _____ hereby certify that the statements furnished in this application checklist are true and correct. I have read the Application Filing and Plan Specifications Requirements document and understand the information needed for the proposed project submittal in the City of Morgan Hill and therefore completed this form honestly and to the best of my knowledge of the project.

Applicant Signature

Date



17575 Peak Avenue
Morgan Hill, CA 95037-4128
TEL: (408) 778-6480
FAX: (408) 779-7236
www.morganhill.ca.gov

May 1, 2024

Robin Baral, Senior Counsel
Hanson Bridgett LLP
425 Market Street, 26th Floor,
San Francisco, CA 94105

VIA EMAIL

Re: Glenrock - Monterey Road Renaissance (PRE2023-0008)

Dear Mr. Baral:

The City of Morgan Hill is in receipt of your letter dated April 25, 2024 and has prepared responses to different points expressed within the letter. We have copied those points with a response below each one.

The application is deemed complete by operation of law under the Permit Streamlining Act (Gov. Code § 65943), as the City has not provided a completeness determination within 30 days after receiving the application.

The Permit Streamlining Act (PSA) expressly requires cities to respond no later than 30 calendar days after an application for a development project is received.

More recently, the Department of Housing and Community Development ("HCD") has advised cities to comply with the 30-day response deadline so that applications for housing development projects can be processed in a more timely manner.

The City received a link on March 11, 2024 which was updated on March 12, 2024 to a completed application form and supporting documents. This is not considered receipt of an application. The City does not accept applications without payment. The City of Morgan Hill is a cost recovery agency and as such, work does not commence any work on new applications until payment is received – even completeness review. Your client has filed dozens of applications with the City and is well aware of our procedures. The Preliminary Application was filed on September 15, 2023. Payment for the preliminary application was received on September 25, 2023, which started the 180-day Preliminary Application time period.

The City's Application Submittal Checklist, however, does not include payment of application fees as a checklist item. To the contrary, the Checklist states "Once received Staff will respond with the associated fees and payment options." As the City's Checklist does not expressly condition receipt of an application based on the payment of fees, the 30-day PSA deadline to respond for this project began, as a matter of law, on the date that all of the items on the application checklist were submitted and received by the City. Note, however, that even for cities that expressly condition the payment of fees as an application checklist item, HCD has

opined that the PSA does not authorize cities to indefinitely delay a 30- day completeness determination on the payment of those fees.

The payment requirement is clearly stated on the first page of the document:

"Application Submittals can be sent to planning@morganhill.ca.gov. Once received Staff will respond with the associated fees and payment options. The application submittal date is identified as the day fees are paid. Incomplete submittals that are missing materials from this checklist will not be accepted. Based on the project type and proposal, Planning Division staff has the right to waive filing requirement items listed below if not needed."

The Applicant also requested, at the time that the application was submitted, that the City transfer previously deposited funds for an Urban Service Area (USA) amendment, for the purpose of initiating the City's processing of this application.

A USA Amendment (Application #USA2024-0001) was filed and paid for on January 17, 2024 for the Monterey-Glenrock project. Work is underway for this application. No paperwork has been submitted to withdraw this application and request a refund. The SB330 Design Review application is an entirely separate application and it will be processed accordingly.

The Applicant therefore initiated payment of the City's application fees at the time that the application was submitted and received by the City. The Applicant's payment of fees on April 5, 2024, however, indicates that no funds were transferred. If a balance remains in any other accounts on file on behalf of Glenrock Builders, we ask that those funds be reimbursed directly to Glenrock, along with an accounting of all expenses incurred in connection with that deposit account.

Payment for the SB330 application was received on April 5, 2024. There was no deposit on file and no funds eligible to transfer. On January 18, 2024, your client was informed that the City cannot shift funds between projects and was issued a refund for the withdrawal of a General Plan Amendment for a separate project.

Lastly, we note that the City's method for calculating the application fee for this project remains under dispute given that the application fees for this project in the amount of \$364,770.04 are disproportionate to the City's actual, reasonable costs in processing a subdivision application. The Applicant made its payment under protest at the time that the application fees were paid to the City.

Permit fees are based on a nexus study that analyzed the cost of processing each individual permit and using our hourly rate and overhead costs to calculate the appropriate fee. In this case, your client's fees were calculated appropriately. No documents were submitted with payment that would suggest the payment was made under protest.

As the application is deemed complete by operation of law, the Applicant requests that the City initiate review of this project under CEQA, given that the PSA and other deadlines for

completing such review are now in effect.

The payment for the application was received by the City on April 5, 2024. The City is required to issue the completeness determination by May 5, 2024. However, it should be noted that the 180-day preliminary application period expired on March 23, 2024, so the April 5th submittal is being treated as a new application. Approval of the project will be contingent on City Council approval of General Plan and Zoning Ordinance amendments. The need for these amendments will be reflected in the letter issued this week.

If you have any questions, you may email me at jennifer.carman@morganhill.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jennifer Carman', followed by a long horizontal line extending to the right.

Jennifer Carman
Development Services Director

April 25, 2024

VIA E-MAIL

Development Services, Planning Division
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
Attn: Jennifer Carman, Development Services

Re: Monterey Renaissance Builder's Remedy Project (PRE2023-0008)

Dear Ms. Carman:

This letter is in follow up to the above-referenced application submitted on behalf of Glenrock Builders, Inc. ("Applicant") on March 11, 2024. The application is deemed complete by operation of law under the Permit Streamlining Act (Gov. Code § 65943), as the City has not provided a completeness determination within 30 days after receiving the application.

The Permit Streamlining Act (PSA) expressly requires cities to respond no later than 30 calendar days after an application for a development project is received. (Gov. Code § 65943(a).) Courts have strictly interpreted this 30-day deadline in furtherance to the underlying policies of the PSA. (*Orsi v. City Council* (1990) 219 Cal.App.3d 1576 [application deemed complete by operation of law; notice of incompleteness was issued 11 days after 30-day PSA deadline].) In addition, amendments to the PSA made by SB 330 in 2019 established closer controls over items that a city may review in determining application completeness: "If the application is determined to be incomplete, [the city] shall provide the applicant with an exhaustive list of items that were not complete. That list shall be limited to those items actually required on the lead agency's submittal requirement checklist. In any subsequent review of the application determined to be incomplete, the local agency shall not request the applicant to provide any new information that was not stated in the initial list of items that were not complete." (*Id.*)

More recently, the Department of Housing and Community Development ("HCD") has advised cities to comply with the 30-day response deadline so that applications for housing development projects can be processed in a more timely manner. A copy of HCD's December 7, 2023 Technical Assistance letter was attached to our previous correspondence and is attached again for reference. (**Attachment 1**) As HCD notes, there is no support under the PSA to delay the commencement of the City's 30-day period to respond on the payment of application fees.

Here, the application consists of a tentative subdivision map application and clearly falls within the purview of the PSA. The City's Application Submittal Checklist, however, does not include payment of application fees as a checklist item. (**Attachment 2**) To the contrary, the Checklist states "Once received Staff will respond with the associated fees and payment options." As the City's Checklist does not expressly condition receipt of an application based on the payment of fees, the 30-day PSA deadline to respond for this project began, as a matter of law, on the date that all of the items on the application checklist were submitted and received by the City. Note, however, that even for cities that expressly condition the payment of fees as an application checklist item, HCD has opined that the PSA does not authorize cities to indefinitely delay a 30-day completeness determination on the payment of those fees.

For this project, the Applicant also requested, at the time that the application was submitted, that the City transfer previously deposited funds for an Urban Service Area (USA) amendment, for the purpose of initiating the City's processing of this application. The Applicant therefore initiated payment of the City's application fees at the time that the application was submitted and received by the City. The Applicant's payment of fees on April 5, 2024, however, indicates that no funds were transferred. If a balance remains in any other accounts on file on behalf of Glenrock Builders, we ask that those funds be reimbursed directly to Glenrock, along with an accounting of all expenses incurred in connection with that deposit account.

Lastly, we note that the City's method for calculating the application fee for this project remains under dispute given that the application fees for this project in the amount of \$364,770.04 are disproportionate to the City's actual, reasonable costs in processing a subdivision application. The Applicant made its payment under protest at the time that the application fees were paid to the City. Since then, the U.S. Supreme Court issued its ruling in *Sheetz v. County of El Dorado, California* (2024) 144 S. Ct. 893, holding that there is no legislative exemption for fees and exactions imposed pursuant to the Mitigation Fee Act ("MFA"). That ruling directly applies here, as application fees are governed by the MFA. (Gov. Code § 66000(b).) Other provisions of the MFA remain in place, such as the accrual of 8% interest pending the outcome of any challenge. (Gov. Code § 66020.)

As the application is deemed complete by operation of law, the Applicant requests that the City initiate review of this project under CEQA, given that the PSA and other deadlines for completing such review are now in effect.

Sincerely,



Robin R. Baral

Attachments

cc: Don Larkin, City Attorney
Client

ATTACHMENT 1

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



December 7, 2023

Jordan Klein, Director of Planning and Development
City of Berkeley
1947 Center Street, 3rd Floor
Berkeley, CA 94704

Dear Jordan Klein:

RE: City's Application Intake and Processing – Letter of Technical Assistance

The California Department of Housing and Community Development (HCD) received multiple requests for technical assistance requesting HCD to review the City of Berkeley's (City) housing application intake procedures and application processing for compliance with the Permit Streamlining Act (PSA) (Gov. Code, § 65943.5). The purpose of this letter is to provide technical assistance on this matter.

Housing Element Program Commitments

As the City is aware, the City Council adopted Berkeley's 6th Cycle Housing Element (2023 – 2031) on January 18, 2023, and HCD found the housing element in substantial compliance with State Housing Element Law on February 28, 2023. The City is obligated to implement the programs in the housing element to facilitate the City's housing needs. The following two programs are responsive to this topic.:

- **Program 33 (Zoning Code Amendment: Residential).** This program requires amendments to the zoning code to reduce entitlement and permit processing time. It is intended to reduce administrative costs for the City and streamline housing projects.
- **Program 34 (Permit Processing).** This program addresses permit processing and acknowledges delays in processing development applications. Program 34 is intended to improve the streamlining of permit processing through updates to permitting software which would allow applications to be submitted online and provide on-demand reporting of project statuses.

Permit Streamlining Act – Completeness Review

The Legislature found and declared with the passing of the PSA that "there is a statewide need to ensure clear understanding of the specific requirements which must be met in connection with the approval of development projects and to expedite

decisions on such projects” (Gov. Code § 65921). The intent of the PSA is to ensure that applicants are provided clear instructions and that local jurisdictions are processing projects in accordance with the specific timelines outlined in the statute to streamline development. Notably, the PSA requires that local jurisdictions determine in writing whether an application is complete within 30 days of application submittal. Considering the current housing crisis in California, delays in permitting processes and approval times add constraints to the cost of residential construction. Therefore, compliance with the PSA is even more pertinent today to meet the urgent housing needs across California.

It is HCD’s understanding that prior to a project’s full application submittal, the City conducts a unique local application intake review process. This process (which should not be confused with a typical pre-application process where a prospective applicant submits a conceptual plan for informal review and discussion) concludes in an application being found by staff to be “ready for review.” To achieve “ready to review” status, the applicant must submit all forms and materials required per the City’s development application checklist for review by the Planning Department. Once staff is satisfied that all forms and materials have been submitted as required, the applicant is invoiced and is authorized to officially submit the application. The City considers the 30-day PSA completeness clock to begin at the time when an applicant is issued an invoice and payment is made – and not at the time the application is originally submitted. Therefore, the time it takes for a project to achieve “ready to review” status is indefinite and may exceed 30 calendar days.

The PSA requires local jurisdictions determine in writing whether an application is complete within *30 calendar days after the application is received* (Gov. Code § 65943, subd. (a), emphasis added). If the application is incomplete, the local jurisdiction must provide the applicant with a list of items that were not included in the application. That list must be limited to only those items contained within the local jurisdiction’s development application submittal checklist. The City’s application intake review process appears to be a completeness review consistent and subject to the PSA because the City requires all the application checklist items be provided in this process. However, the City is not complying with the provisions of the PSA in that the City is not providing clear and transparent guidelines for what satisfies the application intake process and may take over 30 calendar days to complete the intake review.

Additionally, when the City ultimately accepts an application for review, HCD understands the City adheres to its own timing provisions contained in the City’s municipal code which states, “...when business days are referenced, they include only days when City Hall is open. The end of a time period is computed by excluding the first day and including the last day. If the last day is a holiday observed by the City or a City Hall non-business day, that day is excluded” (BMC § 23.104.030(F)). Based on this municipal code provision, it appears that the City excludes the day the application was submitted and excludes weekends, holidays, and days that City Hall is closed to the public. The practice of reviewing housing applications based on business days adds to

constraints contributing to the housing crisis and is inconsistent with the provisions and intent of the PSA. The PSA explicitly states that local jurisdictions are required to determine whether an application is complete within *30 calendar days*, and not business days.

Recommendations

As supported by the content of this letter, HCD makes the following recommendations to the City to best implement state law and housing element program commitments to streamline permit processing:

- 1. Completeness review begins at application submittal.** When an application is submitted to the City for review, the City has 30 calendar days from the submittal date to determine completeness in writing per the PSA. Therefore, the City's intake review process is a completeness review and is subject to the PSA and must be completed within 30 calendar days. The City should make it possible for an applicant to pay the application review fee at the time the application is submitted (e.g., via a written check, online payment portal, etc.)
- 2. Calendar days.** The PSA requires the City to provide written comments to the applicant for a completeness review within *30 calendar days*. This includes weekends, holidays, and any City Hall closures. The City's Zoning Code provision and HCD's procedures are not compliant with the PSA. Amendments to the City's Zoning Code and internal procedures should be implemented consistent with the PSA.

Conclusion

HCD is aware that the City applied for the Prohousing Designation Program on August 17, 2023, to qualify for funding benefits. To qualify for the Prohousing Designation, the City must meet threshold requirements, including but not limited to, a compliant housing element and compliance with applicable state housing laws such as the PSA at the time of application. HCD recommends the City make the necessary streamlining improvements referenced above to fully comply with the PSA and to qualify for the Prohousing Designation Program.

HCD requests the City provide a written response by January 7, 2023. The Housing Accountability Unit will review the City's response in coordination with the Prohousing Designation Division to ensure the City meets all requirements to obtain the Prohousing Designation. The written response should include details such as, but not limited to, a timeline of actions that the City will undertake to address the recommendations listed above.

HCD acknowledges the challenges with reduced staffing coupled with a high volume of development applications and applauds the City in its efforts to implement the City's 6th Cycle Housing Element programs. HCD advises that the contents of this letter not be used to delay or otherwise unnecessarily complicate the intake and processing of entitlements. HCD reminds that the State of California is in a housing crisis, and the provision of housing is a priority of the highest order. If you have any questions regarding the content of this letter or would like additional technical assistance, please contact Jessica Evans at jessica.evans@hcd.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannan West". The signature is fluid and cursive, with the first name "Shannan" written in a larger, more prominent script than the last name "West".

Shannan West
Housing Accountability Unit Chief

ATTACHMENT 2

DEVELOPMENT SERVICES CENTER – PLANNING DIVISION

Application Submittal Checklist

This planning document describes all the materials required to submit a complete application to the Planning Division for the most commonly received permit types. Section 1 is a checklist of materials required for all projects. Sections 2-5 are a continuation of the checklist requirements based on the type of permit being submitted. Each submittal requirement within the checklists is defined and provides what needs to be included within that document/plan. If you do not see the type of permit you need for your application within this document, please refer to the main Planning Division [Applications/Permits/Fees](#) webpage.

This checklist must be completed and submitted with the Application Submittal.

My project is a: (select all that apply)

- ☐ Preliminary Application:
 - ☐ SB9 Residential Project
 - ☐ SB330 Residential Project
- ☐ Design permit for:
 - ☐ SB9 Residential Project
 - ☐ SB35 Residential Project
 - ☐ SB330 Residential Project
 - ☐ Non-Residential Project
- ☐ Conditional Use Permit
- ☐ Tentative Map / Parcel Map
- ☐ General Plan Amendment / Zoning Amendment / Planned Development

Application Submittals can be sent to planning@morganhill.ca.gov. Once received Staff will respond with the associated fees and payment options. The application submittal date is identified as the day fees are paid. Incomplete submittals that are missing materials from this checklist will **not** be accepted. Based on the project type and proposal, Planning Division staff has the right to waive filing requirement items listed below if not needed.

SECTION 1 - ALL PROJECTS

- ☐ **Uniform Application:** This application provides the necessary information to log a project into the permit system. If a representative is filing on behalf of the property owner, the "Letter of Agency" section within this application will also need to be filled out. If the property owner is available to sign, you do not need to fill out this portion of the application. Everyone must sign the Indemnification Agreement portion of the application to be considered complete. Note: Include name, telephone number, and e-mail of the contact person for architectural, engineering, landscape, and signage if different from the applicant.
- ☐ **Planning Entitlement Project Information Sheet:** (Environmental Assessment) Form: This form will provide important project information that will help expedite the environmental review process. Provide as much detail as possible regarding the scope of the project proposal. If a section of the application is not applicable to your project, please write "not applicable" or "N/A".
- ☐ **Project Narrative/Letter of request:** Written description of the project being proposed for development. The description should outline the details of the specific project in a structured format that covers the intended use, details of that use, proposed units/ square footage of structures, and permits being requested. If it is a housing project, it should include any concessions or exceptions that are being asked for.
- ☐ **Coverage Screening Form:** Santa Clara Valley Habitat Plan: All projects that have grading, new foundation component, or are creating new impervious services are required to fill out this application. Please visit the [Santa Clara Valley Habitat Agency website](#) to review the associated fees that will need to be paid to the Habitat Agency for your project prior to issuance of a City Building Permit.
- ☐ **Recology South Valley New Development Guidelines & Questionnaire:** This questionnaire assists in assuring new refuse and recycling enclosures will be large enough and meet Recology requirements.
- ☐ I understand that if I am submitting for an SB330 residential project(s), that the project(s) is subject to compliance with the Objective Criteria and Residential Development Design and Development Standards.
- ☐ I understand that resubmittals require a written response letter addressing each comment and where the new information can be found along with updated plans reflecting changes with cloud, delta, and date revisions. _____(initials)

SECTION 2 - SB9 PRESCREEN APPLICATIONS

- ☐ **SB9 Eligibility Checklist:** This checklist provides information to be assessed by Planning Division staff to ensure the proposed project can meet the eligibility criteria outlined in the Senate Bill.
- ☐ **Site and Development Plans:** A plan that shows the proposed land development including the site layout, positioning of buildings and structures, property access, etc. The following must be included within the Site and Development Plans.
 - ✓ A Vicinity Map, north arrow, scale ratio and bar scale, the site area in square feet, date(s) of plans and revisions, labeled dimensions, all existing items labeled (E) and new labeled (N), or relocated etc. Engineering or Architectural scale required, not less than 1/16. A larger scale may be needed to provide clear understanding of the project.
 - ✓ The entire property under consideration, including property lines, a portion of the adjacent properties, and adjoining public rights-of-way. For large acreage properties, staff recommends that two (2) site plans be submitted. The first site plan would show the entire property with detail indicating the area proposed for development; the second site plan would focus on the specific areas of the proposed development.
 - ✓ The adjacent properties should include enough of the site to enable the evaluation of adjacent impacts. Show location and distance from closest adjacent structures on neighboring properties.
 - ✓ Dimensions of the parcel(s), existing and proposed buildings, numbered parking spaces, and other features, as well as the width of walkways, driveways, private drives, planters, etc. Dimensioning is important in that any errors on the plans may be detected more easily and earlier in the City's review process.
 - ✓ Footprints of all existing and proposed buildings, structures, or signs, drawn to scale showing the proposed location of structures to be constructed, modified, relocated or demolished. Indicate the type of use and include all dimensions.
 - ✓ Square footage for all existing and proposed buildings and proposed additions.
 - ✓ The location of streets, street widths, with street names (indicate whether a public or private street), width of proposed right-of-way dedications, and location and dimensions of lot lines. Plans shall include adjacent property driveways on the opposite side of the street and a radius of curb returns. If adjacent to the railroad, include location of right-of-way widths.
 - ✓ Typical cross-section of street improvements for both public and private streets.
 - ✓ A graphical description of proposed onsite circulation patterns for both vehicles and pedestrians, and accessible paths of travel, where required. Include vehicle turning templates for fire apparatus, refuse trucks and delivery trucks in parking areas, and loading areas.
 - ✓ Location of any existing or proposed transit/bus stops within 100 feet of the project boundaries and across the street from the site. Information about existing and proposed bus stops can be found on the VTA website.

- ✓ Location of existing and proposed driveways, off-street parking and loading facilities. Show parking spaces with dimensions for each type of parking space (e.g. compact, full, ADA, EVA, etc.) and a tabulation of the required and proposed parking based on the proposed use and the municipal code stall requirements and standards.
- ✓ The location, dimension and nature/purpose of all easements color coded.
- ✓ Setbacks of buildings from property lines, other onsite buildings and structures, septic systems, water wells, etc. (dimensioned).
- ✓ Location of existing and proposed walls/fences, height, and materials of construction.
- ✓ Location and identification of drainage courses, creeks, etc. and direction of flow.
- ✓ Location of onsite water source(s), supply and storage facilities.
- ✓ Location of all existing facilities (sewer, water, storm drain, water wells, fire hydrants, transformers and overhead utility lines located on-site, directly adjacent to the site or within the adjacent right-of-way). Label facilities that are to be removed.
- ✓ Location of proposed electrical vaults/transformers and backflow preventors, if required.
- ✓ Location of proposed trash, recycling, and/or refuse enclosure(s) specs.

SECTION 3 - SB330 RESIDENTIAL PRELIMINARY REVIEW APPLICATIONS

- ☐ **Preliminary Plan Review Checklist:** This checklist will assist in the understanding of the project coming forward and is consistent with Government Code Section 65941.1
- ☐ **Current Title Report:** A Title Report is a document that lists who owns the property and outlines the legal description of the property and identifies if there are any easements and/or agreements on the property. To be considered current, the report shall not be older than 90-days.
- ☐ **Metes and Bounds Legal Description:** Legal description of boundaries of a parcel that identifies its precise location and is kept with the deed of the land.
 - ✓ Include bearing and dimensions (metes and bounds) of the proposed area, streets and other rights-of-way, and acreage of total area.
- ☐ **Site and Development Plans:** A plan that shows the proposed land development including the site layout, positioning of buildings and structures, property access, etc. The following must be included within the Site and Development Plans.
 - ✓ A Vicinity Map, north arrow, scale ratio and bar scale, the site area in square feet, date(s) of plans and revisions, labeled dimensions, all existing items labeled (E) and new labeled (N), or relocated etc. Engineering or Architectural scale required, not less than 1/16. A larger scale may be needed to provide a clear understanding of the project.
 - ✓ The entire property under consideration, including property lines, a portion of the adjacent properties, and adjoining public rights-of-way. For large acreage properties, staff recommends that two (2) site plans be submitted. The first site plan would show the entire property with detail indicating the area proposed for development; the second site plan would focus on the specific areas of the proposed development.

- ✓ The adjacent properties should include enough of the site to enable the evaluation of adjacent impacts. Show location and distance from closest adjacent structures on neighboring properties.
- ✓ Dimensions of the parcel(s), existing and proposed buildings, numbered parking spaces, and other features, as well as the width of walkways, driveways, private drives, planters, etc. Dimensioning is important in that any errors on the plans may be detected more easily and earlier in the City's review process.
- ✓ Footprints of all existing and proposed buildings, structures, or signs, drawn to scale showing the proposed location of structures to be constructed, modified, relocated or demolished. Indicate the type of use and include all dimensions.
- ✓ Square footage for all existing and proposed buildings and proposed additions.
- ✓ The location of streets, street widths, with street names (indicate whether a public or private street), width of proposed right-of-way dedications, and location and dimensions of lot lines. Plans shall include adjacent property driveways on the opposite side of the street and a radius of curb returns. If adjacent to the railroad, include location of right-of-way widths.
- ✓ Typical cross-section of street improvements for both public and private streets.
- ✓ A graphical description of proposed onsite circulation patterns for both vehicles and pedestrians, and accessible paths of travel, where required. Include vehicle turning templates for fire apparatus, refuse trucks and delivery trucks in parking areas, and loading areas.
- ✓ Location of any existing or proposed transit/bus stops within 100 feet of the project boundaries and across the street from the site. Information about existing and proposed bus stops can be found on the VTA website.
- ✓ Location of existing and proposed driveways, off-street parking and loading facilities. Show parking spaces with dimensions for each type of parking space (e.g. compact, full, ADA, EVA, etc.) and a tabulation of the required and proposed parking based on the proposed use and the municipal code stall requirements and standards.
- ✓ The location, dimension and nature/purpose of all easements color coded.
- ✓ Setbacks of buildings from property lines, other onsite buildings and structures, septic systems, water wells, etc. (dimensioned).
- ✓ Location of existing and proposed walls/fences, height, and materials of construction.
- ✓ Location and identification of drainage courses, creeks, etc. and direction of flow.
- ✓ Location of onsite water source(s), supply and storage facilities.
- ✓ Location of all existing facilities (sewer, water, storm drain, water wells, fire hydrants, transformers and overhead utility lines located on-site, directly adjacent to the site or within the adjacent right-of-way). Label facilities that are to be removed.
- ✓ Location of proposed electrical vaults/transformers and backflow preventors, if required.
- ✓ Location of proposed trash, recycling, and/or refuse enclosure(s) specs.

☐ **Building Elevations:** Referred to the visible vertical plane of the side of a building from ground level to the peak of the roof. Note: renderings do not replace the requirement for building elevations.

- ✓ Must show the exterior appearance of all sides of project structures, building modifications, and additions proposed for construction.
- ✓ Drawn to scale with an indication of height, construction materials, and colors to be used.
- ✓ Provide building elevations for all affected views, and identify them as North, South, East, and West.
- ✓ Identify exterior building features doors, windows, siding, etc.) as existing (E), new (N), or proposed to be repaired and/or replaced.
- ✓ Identify all areas of walls and roof that are proposed to be demolished. Indicate with dashed lines any window or door openings, or any other features that are proposed to be eliminated or modified.
- ✓ Indicate the height from grade to the top of plate line, and to the top of the roof, and also depict and/or reference any anticipated from mounted equipment and equipment screening.
- ✓ Roof plans are required. Roof plans should indicate all roof slopes, gutters, and downspout locations. Indicate equipment and other features as well as slope. Identify all areas of the roof proposed for demolition. Where the project proposes additions to existing structures, clearly identify the portions of roof that are existing (E) and proposed to be changed/new (N).
- ✓ For buildings over one (1) story in height or buildings over 50,000 square feet in gross area, provide a visual representation of the nighttime lighting proposed on all building elevations to give an indication of the effect of security and decorative lighting.

SECTION 4 - CONDITIONAL USE PERMIT AND DESIGN PERMIT FOR RESIDENTIAL (FINAL SB9/SB35/SB330) AND NON-RESIDENTIAL DEVELOPMENT PROJECTS INVOLVING NEW STRUCTURES, ADDITIONS, DEMOLITIONS, OR EXTERIOR ALTERATION

- ☐ **Current Title Report:** A Title Report is a document that lists who owns the property and outlines the legal description of the property and identifies if there are any easements and/or agreements on the property. To be considered current, the report shall not be older than 90-days.
- ☐ **Site and Development Plans:** A plan that shows the proposed land development including the site layout, positioning of buildings and structures, property access, etc. The following must be included within the Site and Development Plans.
 - ✓ A Vicinity Map, north arrow, scale ratio and bar scale, the site area in square feet, date(s) of plans and revisions, labeled dimensions, all existing items labeled (E) and new labeled (N), or relocated etc. Engineering or Architectural scale required, not less than 1/16. A larger scale may be needed to provide clear understanding of the project.
 - ✓ The entire property under consideration, including property lines, a portion of the adjacent properties, and adjoining public rights-of-way. For large acreage properties, staff recommends that two (2) site plans be submitted. The first site plan would show the

entire property with detail indicating the area proposed for development; the second site plan would focus on the specific areas of the proposed development.

- ✓ The adjacent properties should include enough of the site to enable the evaluation of adjacent impacts. Show location and distance from closest adjacent structures on neighboring properties.
- ✓ Dimensions of the parcel(s), existing and proposed buildings, numbered parking spaces, and other features, as well as the width of walkways, driveways, private drives, planters, etc. Dimensioning is important in that any errors on the plans may be detected more easily and earlier in the City's review process.
- ✓ Footprints of all existing and proposed buildings, structures, or signs, drawn to scale showing the proposed location of structures to be constructed, modified, relocated or demolished. Indicate the type of use and include all dimensions.
- ✓ Square footage for all existing and proposed buildings and proposed additions.
- ✓ The location of streets, street widths, with street names (indicate whether a public or private street), width of proposed right-of-way dedications, and location and dimensions of lot lines. Plans shall include adjacent property driveways on the opposite side of the street and a radius of curb returns. If adjacent to the railroad, include location of right-of-way widths.
- ✓ Typical cross-section of street improvements for both public and private streets.
- ✓ A graphical description of proposed onsite circulation patterns for both vehicles and pedestrians, and accessible paths of travel, where required. Include vehicle turning templates for fire apparatus, refuse trucks and delivery trucks in parking areas, and loading areas.
- ✓ Location of any existing or proposed transit/bus stops within 100 feet of the project boundaries and across the street from the site. Information about existing and proposed bus stops can be found on the VTA website.
- ✓ Location of existing and proposed driveways, off-street parking and loading facilities. Show parking spaces with dimensions for each type of parking space (e.g. compact, full, ADA, EVA, etc.) and a tabulation of the required and proposed parking based on the proposed use and the municipal code stall requirements and standards.
- ✓ The location, dimension and nature/purpose of all easements color coded.
- ✓ Setbacks of buildings from property lines, other onsite buildings and structures, septic systems, water wells, etc. (dimensioned).
- ✓ Location of existing and proposed walls/fences, height, and materials of construction.
- ✓ Location and identification of drainage courses, creeks, etc. and direction of flow.
- ✓ Location of onsite water source(s), supply and storage facilities.
- ✓ Location of all existing facilities (sewer, water, storm drain, water wells, fire hydrants, transformers and overhead utility lines located on-site, directly adjacent to the site or within the adjacent right-of-way). Label facilities that are to be removed.
- ✓ Location of proposed electrical vaults/transformers and backflow preventors, if required.
- ✓ Location of proposed trash, recycling, and/or refuse enclosure(s) specs.

- ☐ **Streetscape Plans:** A plan illustrating how the new project will appear in the context of existing surrounding buildings, structures, streetscapes, and other relevant parts of the setting.

Streetscape plans are required for all Commission level applications and may be required for administrative permits depending on the proposal.

- ☐ Inclusionary Housing Ordinance Checklist for Affordable Housing (if project includes residential units)
- ☐ Development Design and Development Standards Checklist for Housing Development Projects
- ☐ **Building Elevations:** Referred to the visible vertical plane of the side of a building from ground level to the peak of the roof. Note: renderings do not replace the requirement for building elevations.
 - ✓ Must show the exterior appearance of all sides of project structures, building modifications, and additions proposed for construction.
 - ✓ Drawn to scale with an indication of height, construction materials, and colors to be used.
 - ✓ Provide building elevations for all affected views, and identify them as North, South, East, and West.
 - ✓ Identify exterior building features doors, windows, siding, etc.) as existing (E), new (N), or proposed to be repaired and/or replaced.
 - ✓ Identify all areas of walls and roof that are proposed to be demolished. Indicate with dashed lines any window or door openings, or any other features that are proposed to be eliminated or modified.
 - ✓ Indicate the height from grade to the top of plate line, and to the top of the roof, and also depict and/or reference any anticipated from mounted equipment and equipment screening.
 - ✓ Roof plans are required. Roof plans should indicate all roof slopes, gutters, and downspout locations. Indicate equipment and other features as well as slope. Identify all areas of the roof proposed for demolition. Where the project proposes additions to existing structures, clearly identify the portions of roof that are existing (E) and proposed to be changed/new (N).
 - ✓ For buildings over one (1) story in height or buildings over 50,000 square feet in gross area, provide a visual representation of the nighttime lighting proposed on all building elevations to give an indication of the effect of security and decorative lighting.
- ☐ **Floor Plans:** A scaled drawing that shows the relationship between rooms, spaces and physical features within the building footprint as viewed from above. Floor plans are necessary to provide a full understanding of the project and functioning of the interior spaces. Floor plans must show:
 - ✓ All buildings under consideration.
 - ✓ Each level of the structure(s) should be included with identification of all exterior features such as doors, windows, etc. and if they are new (N), existing (E), removed, and if they are existing but being replaced.
 - ✓ Label each room with the proposed use.
 - ✓ Identify all exterior landings at doors.

- ☐ **Landscape/Irrigation Plan:** The scaled Site and Development Plan that incorporates a visual representation of the proposed landscape and hardscape details. Projects are required to comply with the City's Water Conservation and Landscaping Ordinance Chapter 18.148 of the Morgan Hill Municipal Code and the requirements of Chapter 18.64 (Landscaping) of the Morgan Hill Municipal Code. The more restrictive shall control. Plans shall include:
- ✓ Site Boundaries: Locate and identify the boundaries of the site.
 - ✓ Existing Conditions: Locate and identify all underground utilities, property lines, and easements; size and species of existing trees; natural and manmade features; drainage courses and creeks; and whether proposed for removal, relocation or preservation.
 - ✓ Existing Structures: Identify structures immediately adjacent to the property
 - ✓ New Structures: Identify new structures and improvements proposed as part of the project.
 - ✓ Irrigation Plan: Provide conceptual irrigation plan specifying the location, type, and size of all components of the irrigation system. A detailed irrigation plan will be required with the Building plan check.
 - ✓ Existing and proposed above-ground utilities and structures relative to the existing and proposed trees/landscaping.
 - ✓ Height of bermed landscaping
 - ✓ Identification of all proposed Low Impact Development (LID) features/post-construction stormwater facilities consistent with project's Civil Plans.
 - ✓ Total landscape square footage of project.
 - ✓ Proposed plan selection.
 - ✓ Hydrozone map (color coded).
- ☐ Environmental Services Division Checklist for Design Permits
- ☐ **Conceptual Grading Plan:** A drawing on a plan, prepared by a licensed civil engineer, that illustrates the topographical layout of a construction site and how the site will be excavated, filled, and graded to prepare it for necessary work to be done. Plans must show:
- ✓ Benchmark used.
 - ✓ Limits of grading.
 - ✓ Earthwork quantities.
 - ✓ Structures, footprints, pad and finish floor elevations for all proposed buildings.
 - ✓ Existing contours or spot elevations, drainage arrows and grade breaks to indicate drainage patterns.
- ☐ **Storm Water Post-Construction Development Standards Conformance:** This is applicable to projects with new and/or include replacement impervious surface $\geq 2,500$ square feet. More information can be found in the Stormwater Management Guidance Manual For Low Impact Development & Post-Construction Requirements. Before checking this box, you will need to confirm the amount of impervious surface being constructed or replaced and include:
- ✓ Completed Stormwater Control Plan Checklist (Appendix B of the Guidance Manual)
 - ✓ Completed certification worksheet(s) documenting applicable Performance Requirements (see Guidance Manual)

- ✓ For projects proposing infiltration-based stormwater facilities, a copy of the project's Geotechnical Report, if available, that includes soil borings, depth to groundwater, and site-specific infiltration tests.
- ✓ For projects that are subject to Performance Requirement Numbers 2, 3 and 4 as described in the Guidance Manual, a Preliminary Stormwater Control Plan Exhibit that contains the following is required:
 - a. Items 1 through 4 of the Stormwater Control Plan Checklists from the Guidance Manual.
 - b. Preliminary supporting calculations used to comply with the applicable Performance Requirements.
 - c. Location and identification of existing and proposed stormwater facilities.
 - d. Storm drain locations, rims, and inverts.
 - e. Preliminary operation and maintenance information.
 - f. If known, the name of the owner of the stormwater facilities and name of responsible party that will conduct operation and maintenance
 - g. Brief explanation on how the project is meeting the applicable performance requirements.

- ☐ **Preliminary Drainage Report:** A written report that includes, at a minimum, the following:
 - ✓ Narrative describing pre and post project drainage patterns and conveyance paths. Narrative must describe the existing storm drain system in surrounding public or private streets and proposed project use of, and impact on, those systems.
 - ✓ Preliminary hydrology and hydraulic calculations using City standard method. Also include calculations for detention/retention facility sizing.
 - ✓ Discussion of project-specific drainage requirements and associated calculations demonstrating project implementation.
 - ✓ If the project site is located within a 100-year floodplain, add a discussion of project's finish floor elevations and potential for flooding during significant storm events. In addition, indicate flood zone assigned to project area as shown on the effective FEMA Flood Insurance Rate Map (FIRM).
- ☐ **Color and Materials Samples:** Information on proposed colors and materials is required for all projects unless the requirement is waived by staff. If actual material samples are provided or requested, those samples will remain with the file as part of the public record. The proposed colors and materials must be specified, rather than simply referenced by "See color/Material Board." Samples must be no larger than 8 ½" by 11" in size. Provide brochure or cut sheets for any proposed new doors, windows, hardware, or fixtures.
- ☐ **Photographs:** Provide color photographs of the site (including all sides of existing buildings) and surrounding properties (including properties next door and across the street). Minimum photo size is 3" x 5" and they should all be incorporated on one or two plan set size sheet(s).

- ☐ **Photometric Plan:** A grided layout that shows the locations of all new lighting fixtures on a site plan with measurement of illustrated light foot candles throughout the project site and adjacent properties.
 - ✓ Luminosity calculations including all proposed exterior lighting including but not limited to fixtures mounted on the exterior of buildings, elements planned on walkways, in vehicular parking and access areas on the site.
 - ✓ Specific Lumens (foot candle level) calculated at property lines should be clearly noted.
 - ✓ Depiction of the anticipated light levels generated by all exterior lights shall be provided across the subject stie and at least ten (10) feet beyond the property lines.
 - ✓ Specifications or cut sheets for each proposed light fixture detailing the fixture design, level of illumination, and hours of illumination shall be provided, if not directly on the plan, as a separate report.
- ☐ **Phasing Plan (if applicable):** A phasing plan illustrates on a site plan the timing of each stage of the proposed development that will be completed.
 - ✓ On a site plan, color code each phase of the project and identify what phase is first, second, and so on.
 - ✓ Provide a description of each phase to include the timing, types of land uses (with area size), list of buildings (With square footages), and any other amenities or site information.
 - ✓ Identify any triggers for development of subsequent phases. Each phase will be considered for functionality in advance of subsequent phasing.
- ☐

SECTION 5 - PARCEL AND TENTATIVE MAPS

- ☐ **Tentative Subdivision Map/Parcel Map (if applicable):** a map that illustrates the division of a tract of land into smaller parcels/lots. Things to be included on the plans are as follows:
 - ✓ Name and address of legal owner, subdivider and the person preparing the map (including registration number)
 - ✓ Assessor's parcel number
 - ✓ Date prepared, north arrow, scale and contour interval
 - ✓ Existing and proposed land use
 - ✓ Title
 - ✓ A vicinity map showing roads, adjoining subdivisions, creeks, railroads and other data sufficient to locate the proposed subdivision and show its relation to the community.
 - ✓ Existing topography of the site and at least one hundred feet from its boundary, including but not limited to:
 - Existing contours at two-foot intervals, if the existing ground slope is less than ten percent and not less than five-foot intervals for existing ground slopes greater than or equal to ten percent. Existing contours shall be represented by screened or dashed lines.

- Type, circumference and dripline of existing trees as defined by Chapter 12.32 of the Morgan Hill Municipal Code on removal of significant trees on public and private property. Any trees proposed to be removed shall be so indicated.
- The approximate location and outline of existing structures identified by type. Structures to be removed shall be so marked.
- The location, width and direction of flow of each watercourse.
- The location, pavement and right-of-way width and grade and name of existing streets or highways.
- Location and type of street improvements.
- The location, size and slope of existing storm drains. The location of existing overhead utility lines on peripheral streets.
- The location, width and identity of existing easements.
- The location and size of existing sanitary sewers, water mains and storm drains. The approximate slope of existing sewers and storm drains shall be indicated. The location of existing overhead utility lines on peripheral streets
- The approximate location of the sixty, sixty-five, and seventy CNEL (community noise equivalent level) contours, if any.
- ✓ Proposed improvements to be shown shall include but not be limited to:
 - The location, grade, centerline radius and arc length of curves, pavement and right-of-way width and name of all streets. Typical sections of all streets shall be shown.
 - The location and radius of all curb returns and cul-de-sacs, The location, width and purpose of all easements.
 - The angle of intersecting streets if such angle deviates from a right angle by more than four degrees.
 - The approximate lot layout and the approximate dimensions of each lot and of each building site. Engineering data shall show the approximate finished grading on each lot, the preliminary design of all grading, the elevation of proposed building pads, the top and toe of cut and fill slopes to scale and the number of each lot.
 - Proposed contours at two-foot intervals shall be shown if the existing ground slope is less than ten percent and not at less than five-foot intervals for existing ground slopes greater than or equal to ten percent. A separate grading plan may be submitted.
 - Proposed recreation sites, trails and parks for private or public use.
 - Proposed common areas and areas to be dedicated to public open space.
 - The location and size of sanitary sewers, water mains and storm drains. Proposed slopes and approximate elevations of sanitary sewers and storm drains shall be indicated.
- ✓ If the site is to be graded, proposed contours shall be shown or an approved grading plan shall be submitted
- ✓ The proposed lot layout and lot areas
- ✓ Proposed easements or rights-of-way
- ✓ The source and date of existing contours

- ✓ A preliminary report of title showing the current vested owner
- ✓ A soils and/or geotechnical/geology report may be required pursuant to Chapter 18.70 of the Morgan Hill Municipal Code
- ✓ A statement by the engineer or surveyor responsible for the preparation of the map shall state that all monuments are of the character and occupy the positions indicated, or that they will be set in those positions on or before a specified date and that the monuments are, or will be, sufficient to enable the survey to be retraced
- ✓ The location of each parcel and its relation to surrounding surveys
- ✓ If the map includes a "designated remainder" parcel and the gross area of the "designated remainder" parcel is five acres or more, that remainder parcel need not be shown on the map and its location need not be indicated as a matter of survey, but only by deed reference to the existing boundaries of the remainder parcel. A parcel designated as "not a part" shall be deemed to be a "designated remainder".
- ✓ The name or names of any geologist or soils engineer whose services were required in the preparation of the design of the map.
- ✓ The source and date of existing contours.
- ✓ All lettering size shall be one-eighth-inch minimum.
- ✓ If the subdivider plans to develop the site as shown on the tentative map in units, then the proposed units shall be shown on the map including the proposed sequence of construction.

SECTION 6 - GENERAL PLAN AMENDMENT, ZONING AMENDMENT, AND PLANNED DEVELOPMENTS

- ☐ **Current Title Report:** A Title Report is a document that lists who owns the property and outlines the legal description of the property and identifies if there are any easements and/or agreements on the property. To be considered current, the report shall not be older than 90-days.
- ☐ **Metes and Bounds Legal Description:** Legal description of boundaries of a parcel that identifies its precise location, and is kept with the deed of the land.
 - ✓ Include bearing and dimensions (metes and bounds) of the proposed area, streets and other rights-of-way, and acreage of total area.
- ☐ **General Plan/Zoning Land use Map Exhibit:**
 - ✓ Map that identifies the existing lands use designation, assessor's parcel number identified, and site acreage identified
 - ✓ Map with the area to be changed highlighted, acreage of proposed changed area, and the proposed zoning change clearly labeled.
- ☐ **General Plan / Zoning Text Amendment Exhibit:**
 - ✓ Provide a detailed exhibit with the existing General Plan / Municipal Code Section(s) with words to be deleted shown as lined out, and words to be added underlined.

DEVELOPMENT ACKNOWLEDGEMENT

I _____ hereby certify that the statements furnished in this application checklist are true and correct. I have read the Application Filing and Plan Specifications Requirements document and understand the information needed for the proposed project submittal in the City of Morgan Hill and therefore completed this form honestly and to the best of my knowledge of the project.

Applicant Signature

Date



17575 Peak Avenue
Morgan Hill, CA 95037-4128
TEL: (408) 778-6480
FAX: (408) 779-7236
www.morganhill.ca.gov

May 3, 2024

Rocke Garcia
Glenrock Builders, Inc
14500 Sycamore Avenue
Morgan Hill, CA 95037

VIA EMAIL

Re: Tentative Map/Design Review SD2024-0005/SR2024-0007/EA2024-0005: Monterey -
Glenrock

Dear Mr. Garcia:

The City of Morgan Hill received a submittal on April 5, 2024 for the above mixed-use project proposing 263-units on approximately 30-acres and 4-acres of commercial on the 34.8-acre site. The properties identified by Assessor Parcel Numbers 825-06-014, 015, and 016 are located on the east side of Monterey Road between John Wilson Way and Starswept Lane. These applications are related to the SB330 Prelim (PRE2023-0008) filed on September 25, 2023. The SB330 Preliminary application expired on March 23, 2024. As such, this is now a standard SB330 application that will require a General Plan Amendment and Planned Development to develop the project as proposed. Review of this Design Permit (SR2024-0007) and Tentative Map (SD2024-0005) application and SR2024-0007 will pause until a General Plan Amendment and Planned Development application is submitted. Should the applicant decide to withdraw this application, please submit a letter and the City will reimburse funds minus staff time spent to date.

Below is a summary of general information required for the proposed project at this location. In addition to the general information, this application has been reviewed for completeness in accordance with the Permit Streamlining Act (California Government Code Section 65920 *et seq.*) and has been deemed incomplete and listed under submittal requirements for completeness below:

Submittal Requirements for Completeness:

1. The General Plan designates 26.7-acres of the site as Residential Detached Medium (RDM up to 7-units to the acre and 7.34-acres as Residential Detached Low (RDL up to 4-units per acre). The project includes a commercial component that is not consistent with the land use designation and would require a General Plan Amendment prior to processing the Tentative Subdivision Map and Design Permit applications.
2. The Zoning Designation for the 26.7-acres of the site is Residential Detached Medium (RDM 7,000) and 7.34-acres as Residential Detached Low (RDL12,000). The project as proposed includes a commercial component that is inconsistent with the allowed uses in this zoning designation. In addition, the proposed unit types and lot sizes do not meet the zoning

designation standards. To keep the project proposal as it is today, a Zoning Amendment/Planned Development will be required to develop the project as proposed. Those applications would need to be submitted and/or processed prior to processing the Design Permit and Tentative Map.

3. The application submittal checklist did not include the applicants understanding by checking the box on page 2 that “the project will need to comply with the Objective Criteria and Residential Development Design and Development Standards.” This box will need to be checked so we know the applicant understands.
4. Also on page 2 of the application submittal checklist, the applicant did not check the box or provide initials for the “I understand that resubmittals require a written response letter addressing each comment and where the new information can be found along with updated plans reflecting changes with cloud, delta, and date revisions. This box will need to be checked and initialed.
5. Streetscape Plans: A plan illustrating how the new project will appear in the context of existing surrounding buildings, structures, streetscapes and other relevant parts of the setting are required. These can be 3D renderings or elevations of the proposed buildings built into street scape photos of the existing adjacent properties.
6. Flood Study: Pursuant to Objective Standard #65 (Floodplain Development), the project shall submit a flood study and supporting flood modeling to the City and separately to Valley Water for review and concurrence with their standards and requirements. The project is required to submit a flood study and modeling due to the following conditions: 1) the project may be placing fill on the site and 2) the site is located near a creek or waterway (e.g. West Little Llagas Creek) where a flood study may also be required by the Santa Clara Valley Water District (“Valley Water”). The project’s design review application will not be deemed complete until Valley Water has provided a written verification that the project has been reviewed for compliance with Valley Water’s standards and requirements and the project has paid Valley Water’s review fees.
7. Development Design and Development Standards (DDDS) Checklist is incorrectly filled out in that some items are labeled as N/A. Because this application is not eligible as a Builders Remedy application, the proposed project will need to meet the General Plan and City objective standards (including Zoning) and submit additional information required by the DDDS Checklist.

Below is a list of information to note once project review continues. This information does not relate to a completeness determination but required documentation will need to be submitted with the resubmittal of this application to determine consistency:

1. We understand there is an application in process for an amendment to the Urban Service Area to include these properties. That application will need to be completed prior to Design Permit and Tentative Map approval.

2. An acoustical analysis report shall be submitted showing interior and exterior noise mitigations required for compliance with the MHMC, California Building Code and CALGreen code.
3. Channel Permits:
 - a. Bridge crossing over the channel will required channel permits.
 - b. Obtain the approval from necessary permits from: SWRCB, Army Corp, Fish and Game, and any other appurtenant approvals.
 - c. Additional conditions may apply following channel permit approval.
4. The project as proposed will generate over 100 trips and therefore will be required to provide a Transportation Impact Analysis Report. This will be conducted as part of any CEQA process for a proposed project. Please note that the project as proposed may have a significant unmitigable impact regarding VMT and potentially GHG in this area of our City.
5. Traffic: Provide Traffic Operations Analysis prepared by Traffic Engineer. Show the project's proposed engineering strategy, physical improvements and/or operational systems to ensure safe and appropriate transportation operation at the proposed (four way) intersection at West Middle Avenue and Monterey Road intersection. Update plans as needed based on requirements of the traffic analysis.
6. Fire exhibit plan conforming to detail 11-B of the City of Morgan Hill's Fire Prevention Division Standard Details and Specifications. Plan shall include turning radius, drive aisle widths, fire apparatus staging areas, and drive isle lengths.
7. Provide the fire sprinkler design guidelines for each type of occupancy.
8. Water and Sanitary Capacity Studies/Modeling (Pursuant to Object Standards #61 and #62:
 - a. The proposed residential project is outside of the City's Urban Service Area (USA); the project's water and sewer demands have not been analyzed by the City's adopted Sewer System Master Plan and the Water Master Plan. The project shall submit its water and sewer demand data to the City's master plan consultant to model the project's impacts to the sewer and water system. The project shall be responsible for the cost of master plan modeling and improvements triggered by the model's findings.
 - b. Note: The project has a concurrent USA application, USA2024-0001 Glenrock, to be annexed into the City's USA to be allowed to connect to city water and sanitary. Paired with USA application, USA2024-0002 Monterey - Third Millennium, a joint capacity study of Water and Sanitary has been coordinated to determine if existing water and sanitary systems are adequate or if additional improvements will be required of the respective projects. However, the studies have not been completed for submittal.
9. Broadband Connectivity: Pursuant to Objective Standard #66 (Broadband Connectivity), the project shall provide broadband conduit installed in the public right-of-way(s) to service the

project, in accordance with the City's Broadband Standards. The project will be required to provide broadband conduit from the public right-of-way(s) to each home or building in the project.

10. Undergrounding Utilities: Pursuant to objective standard #49, All existing overhead utilities adjacent to any site boundary, within the project site, or along any street frontage are placed underground in accordance with City standards and affected utility company guidelines.

- a. Monterey Road frontage: The project is responsible for undergrounding along the project's frontage.
- b. For the overhead utilities on the opposite side of Monterey Road, the project will be required to pay the undergrounding in-lieu.

11. Valley Water

- a. Existing well improvements: According to Valley Water's Well Information GIS Map, there one (1) existing active well on the project site. The existing active well facilities are listed below with their respective Valley Water well permit identification numbers. At Design Review, revise the site development plan, utility plan, and any other pertinent plans to show the existing active well facilities and identify if there are any proposed improvements on the existing well facilities or if the facilities will remain in their existing conditions:
 - i. Permit # 09S03E34Q003 (groundwater monitoring well)
 - ii. The project will be required to obtain Valley Water review and approval for the proposed improvements review on and/or around the existing active wells improvements prior to the start of the project's CEQA review.

12. Sanitary Sewer

- a. Private Sanitary Sewer Agreement: The proposed on-site sanitary sewer lines and sewer laterals are required to be private. A Private Sanitary Sewer Maintenance Agreement, which outlines the responsibility for operation and maintenance of the project's private sanitary sewer lines and private sewer laterals, will also be required. The Private Sanitary Sewer Maintenance Agreement shall be recorded at the County Recorder's Office concurrently with the Final Map.

13. Water

- a. Pursuant to objective standard #61 (Water Infrastructure), the project proposes water infrastructure improvements consistent with the City's Design Standards and Standard Details, and the City's Water System Master Plan.
- b. According to Water System Master Plan (2021), there is a proposed 10-inch water line improvement number NH-P8 at Nob Hill Pressure Zone. The proposed water line is located along the Monterey Road frontage running from John Wilson Way to East Middle Avenue.
- c. The project shall extend the existing 10" waterline to northwesterly of John Wilson Way (up to 15145 Monterey Road property)

14. Landscape/Irrigation Plan

- a. The scaled Site and Development Plan that incorporates a visual representation of the proposed landscape and hardscape details. Projects are required to comply with the City's Water Conservation and Landscaping Ordinance Chapter 18.148 of the Morgan Hill Municipal Code and the requirements of Chapter 18.64 (Landscaping) of the Morgan Hill Municipal Code.
- b. Public street trees are to be located in the frontage planter strip at 30 feet on center per the standard details.

Should the applicant wish to pursue the project as proposed, please submit the General Plan Amendment and Zoning Amendment with Planned Development applications.

Should the applicant choose to process the General Plan Amendment and Zoning Amendment/Planned Development first, please submit the required applications and indicate whether you want to withdraw the Design Permit and Tentative Map applications. Once the General Plan and Zoning applications are considered and approved by City Council you may then resubmit for the Tentative Map and Design Review applications. If you have any questions, you may call or email me at tiffany.brown@morganhill.ca.gov.

Sincerely,

A handwritten signature in dark ink, appearing to read 'T. Brown', with a stylized flourish at the end.

Tiffany Brown
Senior Planner
408.310-4655

CITY COUNCIL STAFF REPORT

MEETING DATE: August 28, 2024

PREPARED BY:

Dat Nguyen, Finance Director

APPROVED BY: City Manager

HOLD PUBLIC HEARING REGARDING ADJUSTMENTS TO WASTEWATER RATES

RECOMMENDATION(S)

1. Receive and adopt final 2024 Wastewater Rate Study Report prepared by NBS;
2. Open public hearing and receive public comment;
3. Request submission or withdrawal of proposition 218 protest letters from the public/audience;
4. Suspend public hearing and allow City Clerk, or designee, to tabulate the final Proposition 218 protest letter count;
5. Reconvene meeting and reopen public hearing;
6. Receive and accept verbal report from City Clerk, or designee, on ballot tabulation results;
7. Close public hearing; and
8. Adopt resolution approving wastewater rate adjustments.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Protecting the Environment and Preserving Open Space and Agricultural Land

Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

Community Engagement

Guiding Documents

Wastewater System Master Plan

REPORT NARRATIVE:

BACKGROUND:

The City owns and operates the Wastewater Collection System within the Engineering and Utilities Department. The system collects wastewater from residences and businesses throughout the City and delivers the wastewater for treatment to the South

County Regional Wastewater Facility.

Day-to-day operations of the system are managed by City staff while relying on consultants and contractors to provide expertise in the areas of planning, detailed engineering, and capital projects. Additionally, the City of Morgan Hill jointly owns and operates the Treatment Plant with the City of Gilroy through a joint power authority. Funding for the Wastewater System and Treatment Plant comes from two primary sources: rates charged to users of the system and developer impact fees. Rates are used to fund the ongoing operations of the Wastewater System and the Treatment Plant. Rates also fund capital projects which repair or replace existing components of the system. Impact fees are used for capital projects that increase capacity, expand the system, and/or construct new system components. Impact fees are charged to developers to ensure that ratepayers are not paying for costs associated with new development.

Residential customers pay a monthly sewer service charge consisting of a base fee associated with the meter size and a usage fee. The residential sewer usage fee is based on the average measured volume of water usage for the three lowest consecutive months between November and April of each year. The sewer charge for commercial and other nonresidential customers consists of a base rate plus a usage fee based on the measured volume of water usage. Currently, the sewer revenues from monthly customer bill payments are comprised of about 40% fixed and 60% variable, while the costs to provide the services are mainly fixed. It is recommended that in the proposed rate structures, the rates for residential to be made up of 50% fixed charges and 50% variable (consumption) charges, similar to water.

Unlike private utility companies that benefit financially from increased rates associated with increased costs, the City strives to maintain low rates to support its residents and businesses. However, significant improvements to the City's aging wastewater infrastructure will be necessary in the near future. The City's system includes some pipe sections that are over 90 years old. As the system ages or is damaged by natural changes in the environment (such as tree roots), the sewer pipes begin allowing rainwater and groundwater to enter the wastewater system. During extremely wet conditions, this infiltration can cause the wastewater system to be overwhelmed and spill. To ensure the safety of residents and to meet the requirements established by the State of California and regulatory agencies, the City must continue to repair these issues.

On May 15, 2024, the City Council approved a Wastewater System Master Plan for future repairs and improvements to the City's wastewater system. The Master Plan identified \$57.9 million in expansion and capacity-related improvement projects (impact fee funded) and \$80.2 million in improvements necessary to repair the City's existing system (ratepayer-funded). City staff have determined the impact fee funded projects can likely be funded through the projected impact fees and/or financed through bonding against future impact fees and user fees. However, staff still identified a significant shortage in funding to make the legally required repairs and improvements to the existing system. This, along with the ratepayers' share of the new trunk line, the end of

the current 5-year rate adjustment approved in 2019, and the new debt service payments for potential new debt issuance, were the primary factors in moving forward with a rate study and proposed adjustments to the current rates.

Updated Lift Station Charge

The lift station charges are part of the current rate structure and this Rate Study would continue to assess the Lift Station Charge to benefit customers, as established during the 2015 rate study, and with an annual adjustment rate similar to the overall rate adjustments.

Updated Rates

On June 14, 2024, the 2024 Wastewater Rate Study (link to the [2024 Wastewater Rate Study](#)), prepared by NBS Government Finance Group, was released to the community via eblast along with the posting on City's website.

The proposed adjustment to the wastewater system annual revenue increases and lift station charges are as follows:

	Current	10/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
Wastewater annual revenue increase	N/A	9%	9%	8%	8%	8%
Lift station surcharge	\$11.23	\$12.24	\$13.34	\$14.41	\$15.56	\$16.81

Low-Income Subsidy Recommendation

To help alleviate the financial impact of the proposed rate increase, and to assist Morgan Hill low-income and low-income senior residents, Council approved the wastewater subsidy with the approval of the 2019 rate study. The proposed low income subsidy is to extend the subsidy throughout the financial plan with an annual increase similar to the overall rate adjustments of the system.

	Current	10/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
Subsidy amount	\$14.17	\$15.45	\$16.84	\$18.18	\$19.64	\$21.21
Percentage	N/A	9%	9%	8%	8%	8%

Additional Meter Account Wastewater Charges for Detached ADUs

There are currently about 50 detached ADUs in the City and the numbers are expected to increase as the State continues to pass new ADU laws lifting restrictions and making it easier and more affordable to build Accessory Dwelling Units. In order to equitably share the cost of providing the wastewater service, staff is recommending the City Council implement additional meter account charges for those residential customers with a detached ADU. Additional meter account wastewater charges of a fixed monthly charge of \$38.90 per detached ADU would generate additional revenue of approximately \$23,000/year.

Public Hearing

This Public Hearing regarding wastewater rate adjustments is a requirement of the Proposition 218 process. It is being held after a minimum of 45 days have passed since the mailing of the official notification of the proposed rate adjustments to all affected property owners and account holders. The Proposition 218 official notice ([Link to the Proposition 218 Notice](#)) includes a description of proposed rates and information detailing the protest process requirements. To meet legal requirements, protests submitted by email or other electronic means cannot be accepted. Per statute, only one written protest will be counted per identified parcel. However, the City had, in the past, counted all written protests received whether they came from the property owners or account holders and will continue to do so with tonight's count. All written protests must be received (not postmarked) before the close of the Public Hearing. The Council shall accept all protest votes received up to and including the time of the public hearing. If a majority (50% plus one) of customers oppose the proposed rate adjustments, City Council cannot implement the proposed adjustment. If a majority protest is not received and the City Council elects to approve the recommended wastewater rate adjustments by adopting the resolution, the first of the approved increases would commence with the service period which contains October 1, 2024.

COMMUNITY ENGAGEMENT:

All rate payers in Morgan Hill were mailed a Proposition 218 notice detailing the proposed rate adjustments. Those wishing to protest the proposed adjustments have provided written communication stating their opposition. The City has maintained a voting box in the City Hall lobby to accommodate anyone wishing to drop off a protest.

The public hearing was noticed in the local newspaper 10 days prior to today's public hearing.

ALTERNATIVE ACTIONS:

City Council could approve a lower rate adjustment than presented.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On May 15, 2024, the City Council adopted the 2024 Wastewater Collection System Master Plan Update.

On June 26, 2024, the wastewater rate study was introduced to the City Council and the Community and the City Council adopted a resolution of intent to adjust wastewater rates, authorized commencement of proposition 218 noticing, and set the date of public hearing and adoption of new water rates.

FISCAL AND RESOURCE IMPACT:

The fiscal impact of preparing this report is included in the staff's annual workplan. The cost for the wastewater rate study was budgeted in the Wastewater Operations Fund (640).

If the Proposition 218 majority protest process is concluded without majority protest, and the wastewater rate adjustments are adopted as presented, the new rate increases

could generate an average of \$4.7 million annually, for the next five years, to assist in recovery of costs to provide and maintain infrastructure and services.

CEQA (California Environmental Quality Act):

Not a Project.

Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

RESOLUTION NO. 24-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL ADJUSTING WASTEWATER SYSTEM SERVICE FEES

WHEREAS, Chapter 13.16 of the Municipal Code of the City of Morgan Hill (“Municipal Code”) established Wastewater Service Fees;

WHEREAS, Pursuant to Municipal Code section 13.16.085, the City Council of the City of Morgan Hill (“City Council”) has the authority to set, adjust and collect fees for wastewater system service by resolution;

WHEREAS, the City Council has received and duly considered the report entitled “City of Morgan Hill Final Draft Report for Wastewater Rate Study” dated June 2024, authored by NBS;

WHEREAS, the fees calculated by the NBS report do not exceed the cost of providing wastewater system services and proportionally distribute these costs to different geographic zone’s users;

WHEREAS, the NBS report, as well as all material supplementary thereto, and all background data referenced in the report, was available for public inspection and review at the Finance Department of the City of Morgan Hill;

WHEREAS, the California Constitution article XIII D (Proposition 218) specifically authorizes a wastewater system service provider to adopt wastewater system service fees for its customers that do not exceed the cost of providing the service and are proportionate to the cost of service for all customers;

WHEREAS, pursuant to Article XIID of the California Constitution, the City has properly notified all owners of record about proposed wastewater system service fee adjustments, and about their right to protest the proposed adjustments, at least 45 days prior to the public hearing held on August 28, 2024 (“Hearing”), for this purpose;

WHEREAS, such mailing was completed on July 13, 2024;

WHEREAS, instructions on the proper method for submitting a protest were included in the notice;

WHEREAS, the City Council has previously set August 28, 2024 as the date for the Hearing for consideration of an adjusted schedule of wastewater system service fees (including automatic adjustments to become effective each year through fiscal year 2028-29) for the City wastewater service;

WHEREAS, the City Council has received and duly considered all written and verbal comments provided to it by staff and the public, which comments are hereby incorporated into the record on this matter;

WHEREAS, the NBS report recommends that the wastewater service system reserve funds maintain the target level of reserves designated therein as the Reserve Funds 640 (Operating Reserve Fund), 642 (Rate Stabilization Fund), and 643 (Capital System Replacement Reserve Fund). These reserve funds are necessary for the financial stability of the wastewater system service as well as for emergency operation and capital needs;

WHEREAS, the City Council finds that revenues derived from the proposed fees, (a) do not exceed the cost of wastewater system service including basic costs, incremental costs and allocated costs and, (b) do not exceed the proportional cost of service attributable to the customer's parcel, as determined by giving considerations to the factors set forth in the NBS report;

WHEREAS, the Hearing on adoption of this resolution and the fees outlined in Exhibit "A" attached hereto was noticed pursuant to and in compliance with Government Code section 6062a, and set as part of a regular City Council meeting and Hearing held on August 28, 2024, in the Council Chambers located at City Hall, 17555 Peak Avenue; and

WHEREAS, the number of protests compared to the number of parcels currently receiving wastewater system service from the City is less than 50%.

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

SECTION 1. Findings: The City Council hereby finds as follows:

- A. All provisions set forth above are true and correct, and are hereby incorporated herein as findings of this City Council by reference.
- B. The purposes of the fees and reserves set forth herein are to finance the wastewater system service costs.
- C. There is a need for wastewater system services to protect the public's health, safety, and welfare.
- D. The facts and evidence presented to the City Council establish that the cost determinations set forth are reasonable and proportional, and the fees expected to be generated will not exceed those reasonable and proportional costs.

SECTION 2. Adoption of Fees, Reserves and the NBS report. Therefore, the City Council hereby adopts the adjusted wastewater system service fees, the reserve fund targets, and the NBS report. The fees are shown in Exhibit "A", which is attached hereto and incorporated by reference.

SECTION 3. Implementation Dates. The City Council hereby orders that the adjustments to wastewater system service rates be effective for each monthly billing cycle beginning on or after October 1, 2024, July 1, 2025, July 1, 2026, July 1, 2027, and July 1, 2028, as described in Exhibit "A".

SECTION 4. Challenges to Resolution. Any judicial action or proceeding to attack, review, set aside or annul this resolution or any provision thereof shall be brought within the time periods prescribed in Government Code section 66022 and Municipal Code section 3.08, et seq.

SECTION 5. Exemption from CEQA. The City Council finds that this resolution is for the establishment, modification, structuring, restructuring, or approval of fees for the purpose of: (1) meeting operating expenses, including employee wages and fringe benefits, (2) purchasing or leasing supplies, equipment, or materials, (3) meeting financial reserve needs and requirements, (4) obtaining funds for capital projects, necessary to maintain wastewater system service within existing service areas, and therefore is exempt from the California Environmental Quality Act Pursuant to Title 14, California Code of regulations, Sections 15061(b) and 15273(a).

SECTION 6. Severability. If any portion of this resolution is declared invalid by a court of competent jurisdiction, then it is the intent of the City Council that all other provisions of the resolution shall be severed and remain in full force and effect.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 28th day of August 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. _____, adopted by the City Council at the meeting held on August 28, 2024.

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

DATE: _____

MICHELLE BIGELOW, City Clerk

Exhibit “A”

Wastewater Rate Adjustment Schedule 2024-25 through 2028-2029

Sewer Rate Schedule	Current Rates	Proposed Rates				
		10/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
Monthly Fixed Charges:						
Residential (5/8-1 inch meters)	\$27.05	\$38.90	\$42.40	\$45.79	\$49.46	\$53.41
All Other Customers:						
5/8 inch	\$27.05	\$38.89	\$42.39	\$45.78	\$49.45	\$53.40
3/4 inch	\$27.05	\$38.89	\$42.39	\$45.78	\$49.45	\$53.40
1 inch	\$27.05	\$38.89	\$42.39	\$45.78	\$49.45	\$53.40
1.5 inch	\$101.27	\$139.52	\$152.08	\$164.24	\$177.38	\$191.57
2 inch	\$161.24	\$218.98	\$238.68	\$257.78	\$278.40	\$300.67
3 inch	\$351.26	\$470.73	\$513.10	\$554.15	\$598.48	\$646.36
4 inch	\$630.93	\$841.27	\$916.98	\$990.34	\$1,069.57	\$1,155.13
6 inch	\$1,400.38	\$1,860.72	\$2,028.18	\$2,190.43	\$2,365.67	\$2,554.92
8 inch	\$2,163.33	\$2,871.55	\$3,129.99	\$3,380.39	\$3,650.82	\$3,942.89
10 inch	\$2,704.16	\$3,589.02	\$3,912.04	\$4,225.00	\$4,563.00	\$4,928.04
Monthly Volumetric Charges:						
Single-Family (Applied to <u>Avg. Winter</u> Water Use)	\$5.74	\$5.18	\$5.64	\$6.10	\$6.58	\$7.11
Multi-Family (Applied to <u>Avg. Winter</u> Water Use)	\$5.74	\$5.18	\$5.64	\$6.10	\$6.58	\$7.11
Commercial Charge (Applied to <u>Monthly</u> Water Use):						
Commercial 1	\$5.49	\$7.51	\$8.18	\$8.84	\$9.54	\$10.31
Commercial 2	\$6.42	\$8.32	\$9.06	\$9.79	\$10.57	\$11.42
Commercial 3	\$7.81	\$9.68	\$10.55	\$11.39	\$12.30	\$13.29
Commercial 4	\$8.86	\$12.03	\$13.12	\$14.17	\$15.30	\$16.52
Commercial 5	\$10.52	\$19.44	\$21.19	\$22.88	\$24.71	\$26.69
Commercial 6	\$17.56	\$32.26	\$35.17	\$37.98	\$41.02	\$44.30

Lift Station Service Charge

Lift Station Service Charge (As Applicable)						
	Current	10/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
Amount	\$11.23	\$12.24	\$13.34	\$14.41	\$15.56	\$16.81

Detached Accessory Dwelling Unit (ADU) Meter Charge

Per Detached ADU Meter Charge (As Applicable)						
	Current	10/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
Amount	N/A	\$38.90	\$42.40	\$45.79	\$49.46	\$53.41

CITY COUNCIL STAFF REPORT

MEETING DATE: August 28, 2024

PREPARED BY:

Kim Mancera, Deputy City Clerk

APPROVED BY: City Manager

APPOINT VOTING DELEGATES FOR THE 2024 CALCITIES (LEAGUE) ANNUAL CONFERENCE

RECOMMENDATION(S)

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

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Protecting the Environment and Preserving Open Space and Agricultural Land

Maintaining and Enhancing Infrastructure

Supporting our Youth, Seniors, and Entire Community

Fostering a Positive Organizational Culture

Preserving and Cultivating Public Trust

Preserving our Community History

Enhancing Diversity and Inclusiveness

Advocating for Local, Regional, and State Legislative Initiatives

2024-2025 Strategic Priorities

Fiscal Sustainability

Affordable Housing and Homelessness

Community Engagement

Economic Development and Tourism

Healthy Community

REPORT NARRATIVE:

The League of California Cities is holding its Annual Conference from October 16-18, 2024, at which it will conduct its General Assembly Meeting, where members can directly participate in developing League policy. The League's bylaws provide that each city is entitled to one vote on matters affecting municipal or League policy. The voting delegate and/or alternate(s) must be registered for the conference and present to vote. The memorandum from the League requesting the designation of a voting delegate for

the League's Annual Conference is attached (attachment 1).

The City Council has traditionally appointed the mayor as the primary voting delegate and the mayor pro tem as the alternate voting delegate. Staff requests that the Council appoint a primary voting delegate and up to two alternate voting delegates. In 2006, the League authorized the appointment of up to two alternates to plan for unforeseen situations (bylaw amendment).

The General Assembly Meeting will convene on Friday, October 18th, at 8:30 a.m.

By approving the recommendation, our League representatives are authorized to vote on amendments in the manner they deem to be in the best interest of the City.

COMMUNITY ENGAGEMENT:

Inform

This report serves to inform the community of the voting delegates to be appointed for the 2024 League of California Cities Annual Conference.

ALTERNATIVE ACTIONS:

Council could decide to not support the recommended actions.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Each year, the City Council appoints voting delegates to attend and vote at the League of California Cities Annual Conference.

FISCAL AND RESOURCE IMPACT:

The cost of the conference registration is included in the adopted FY 2024-25 City Council budget.

CEQA (California Environmental Quality Act):

Not a project.

The appointment of voting delegates is not a project, as defined in Section 15378 of the State CEQA guidelines.



Council Action Advised by September 25, 2024

DATE: Wednesday, July 10, 2024

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

CITY COUNCIL STAFF REPORT

MEETING DATE: August 28, 2024

PREPARED BY:

Dat Nguyen, Finance Director

APPROVED BY: City Manager

RECEIVE MONTHLY BUDGET UPDATE; PRELIMINARY FY 2023-24 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 the monthly budget update, and the preliminary Fiscal Year (FY) ending June 30, 2024 financial and investment reports.

Preliminary Fiscal Year Ending June 30, 2024

General Fund:

Revenues totaled \$55.5 million, slightly more than the forecast provided during the biennial budget workshop in May 2024 of \$54.9 million. This is primarily due to higher interest and recreation services revenues, partially offset by a lower Transient Occupancy Tax (TOT) revenue. Preliminary General Fund expenditures and encumbrances for the fiscal year ending June 30, 2024 totaled \$59.6 million, of which approximately \$2.0 million is attributable to outstanding encumbrances, compared to prior year expenditures, including encumbrances, of \$56.1 million. This represents an increase of \$3.5 million, including encumbrances, compared to the prior year. Excluding the encumbrances, expenditures increased by about \$4.2 million mainly due to new programs such as Innovative Transit, continued recovery in Recreation Services, as well as overall cost increases.

Development Services:

Excluding the temporary General Fund loan of \$1.0 million, the preliminary revenues for the fiscal year ending June 30, 2024 totaled \$5.0 million, slightly better than the forecast provided in May 2024 of \$4.7 million. Preliminary FY 2023-24 expenditures, including encumbrances, totaled \$5.8 million.

Enterprise Funds:

Water and Wastewater total revenues were \$57.8 million. The Wastewater Operating Fund's preliminary total revenue amounted to \$15.2 million, slightly lower than budget by approximately \$0.4 million or about 2%. The Water Operating Fund's preliminary total revenue amounted to \$18.7 million, approximately \$0.7 million or about 4% more than the prior year but lower than budget by \$1.0 million or about 5%. Preliminary FY 2023-24 expenditures, including encumbrances for the Enterprise Funds totaled \$59.2 million. Per the City Council reserve policy, any excess funds after appropriate reserves have been set aside for the Operating and Rate Stabilization Reserve Funds, shall be transferred to capital projects for the ongoing maintenance and improvement of the City's utilities systems. For FY 2023-24, Wastewater Operating Funds will transfer approximately \$4.8 million and Water Operating Funds will transfer approximately \$3.8 million to capital projects funds.

City Manager's Authority Report

Pursuant to the City Council Policy 18-05 - Report on delegation of authority to City Manager, Page 21 of Attachment 1 lists the contracts and or agreements between \$25,000 to \$60,000, or the limit of the California Uniform Public Construction Cost Accounting Act (CUPCAA), entered into by the City Manager since the last report from April 16, 2024, through August 20, 2024.

On December 7, 2022, the City Council delegated the authority to the City Manager to accept all future donations from Shoe Palace and directed the City Manager to report any donations from Shoe Palace over \$5,000 in the quarterly financial reporting. The Morgan Hill Fire Department received a \$9,399 donation for equipment from Shoe Palace on June 17, 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:

Not Applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council receives and files the financial and investment report for each month. At the September 16, 2015 meeting, City Council recommended monthly financial and

investment reports be agendized under the Consent Agenda, and quarterly financial and investment reports be presented to City Council as an “Other Business” item.

FISCAL AND RESOURCE IMPACT:

The preparation of the report is a part of the Finance workplan.

CEQA (California Environmental Quality Act):

Not a Project

Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

CITY OF MORGAN HILL
Monthly Financial and Investment Reports
June 30, 2024 - 100% of Year Complete



CITY OF MORGAN HILL

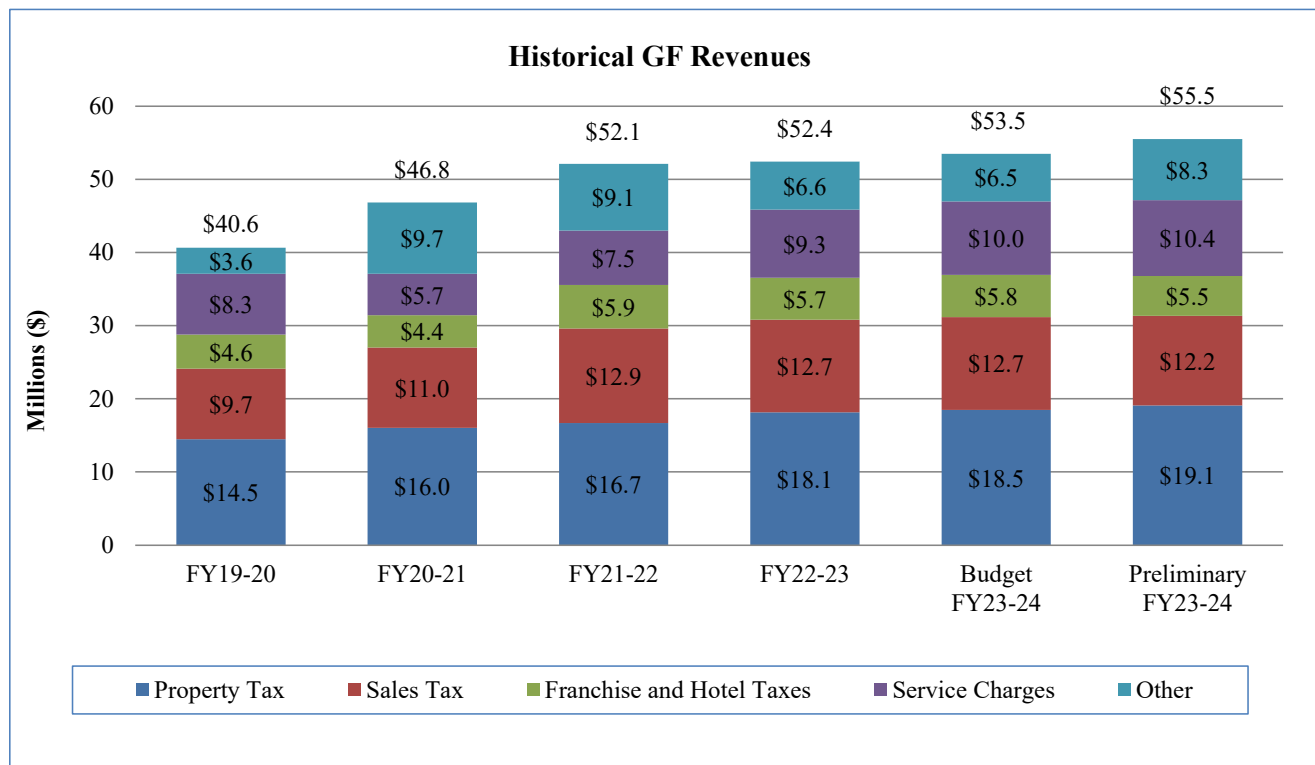
Prepared by:
FINANCE DEPARTMENT



CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2023-24
FOR THE MONTH ENDED JUNE 2024 – 100% OF YEAR COMPLETE

- **General Fund** – Preliminary revenues for the fiscal year ending June 30, 2024 totaled \$55.5 million, slightly more than forecast provided during the biennial budget workshop in May 2024 of \$54.9 million. This is mainly due to higher interest and recreation services revenues, partially offset by a lower Transient Occupancy Tax (TOT) revenue.

The chart below shows historical General Fund revenues by major revenue category from FY19-20 through FY22-23 Actual, FY23-24 Budget, and Preliminary FY23-24.



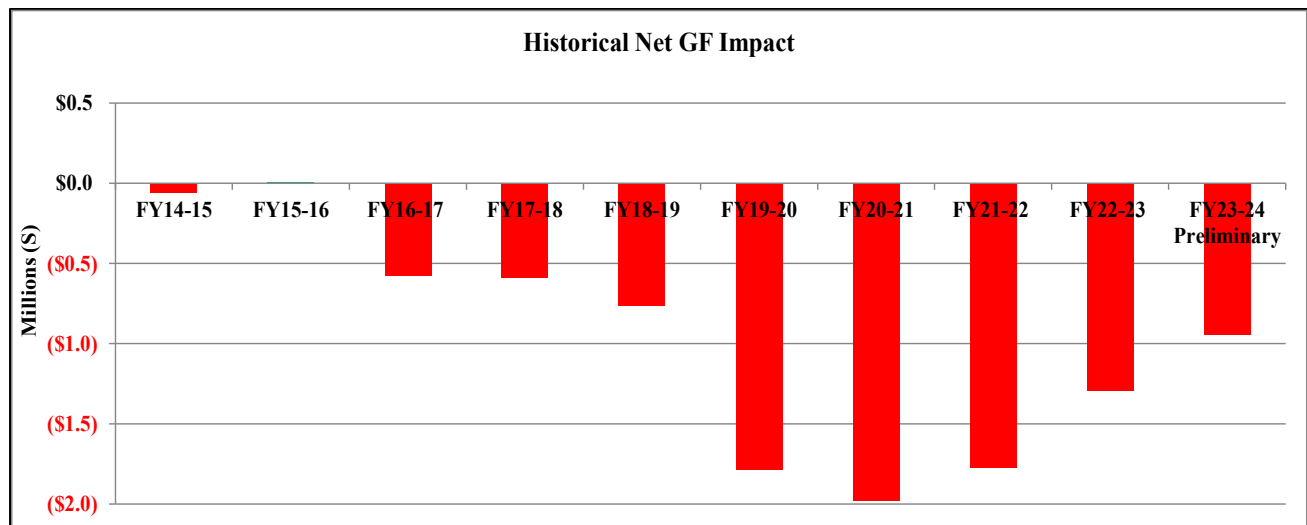
Preliminary General Fund expenditures and encumbrances for the fiscal year ending June 30, 2024 totaled \$59.6 million, of which approximately \$2.0 million is attributable to outstanding encumbrances, compared to prior year expenditures, including encumbrances, of \$56.1 million. This represents an increase of \$3.5 million, including encumbrances, compared to the prior year. Excluding the encumbrances, expenditures increased by about \$4.2 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 \$0.9 million for FY23-24. However, this is better than the budgeted net impact to the General Fund of \$1.4 million mainly attributable to Recreation Services revenues continuing to recover from the pandemic, higher rental income in addition to conservative spending.



CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2023-24
FOR THE MONTH ENDED JUNE 2024 – 100% OF YEAR COMPLETE

The chart below shows the historical net impact of Recreation Operations to the general fund.



Due to longstanding governmental accounting and budgeting convention, the City’s recreation operations are not charged for indirect costs (known in Morgan Hill as “General Fund Administration”) from the central services departments of City Attorney, City Manager, and Administrative Services. The City’s other governmental funds, such as Development Services, and the proprietary funds, such as Water and Wastewater, and the Information Services Fund, are assessed such charges through the City’s indirect cost allocation plan, prepared in compliance with the guidelines set forth in the Code of Federal Regulations Title 2, Chapter II, Part 200 (formerly OMB Circular No. A-87), which mandates certain calculation and cost allocation practices that must be followed in order to qualify for Federal grant funding, but which also represents best practice for non-grant funded City operations like utilities and information services.

- **Development Services Fund** – Excluding the temporary General Fund loan of \$1.0 million, the preliminary revenues for the fiscal year ending June 30, 2024 totaled \$5.0 million, slightly better than the forecast provided in May 2024 of \$4.7 million. Preliminary FY23-24 expenditures, including encumbrances, totaled \$5.8 million.
- **Debt Service Funds** – Expenditures for the fiscal year ending June 30, 2024 totaled \$0.7 million. The debt service for the first half of the year includes both interest and principal, while the second half of the year will include interest only. Debt service payments were all scheduled when the bonds were issued and are budgeted for in the months delineated in the underlying bond documents. The General Fund’s portion of the annual debt service payments is approximately \$200,000, less than one percent of the General Fund’s budgeted revenues.



CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2023-24
FOR THE MONTH ENDED JUNE 2024 – 100% OF YEAR COMPLETE

- **Wastewater Operations** – Preliminary revenues for the fiscal year ending June 30, 2024 totaled \$15.2 million. Expenditures and outstanding encumbrances totaled \$14.9 million. The table below shows historical Wastewater Operations revenues and expenditures from FY19-20 through FY22-23 Actual, FY23-24 Budget, and Preliminary FY23-24.

(amount in millions)	FY19-20	FY20-21	FY21-22	FY22-23	Budget FY23-24	Preliminary FY23-24
Revenues	11.9	13.3	14.9	15.3	15.6	15.2
Expenditures	12.3	13.3	14.8	16.0	15.6	14.9
Operating Margin	(0.4)	-	0.1	(0.7)	-	0.3
Operating Margin without Encumbrances	(0.1)	-	0.1	(0.7)	-	0.3

Water Operations – Water Operations includes Utility Billing, Water Conservation, and Water Operations. Preliminary revenues for the fiscal year ending June 30, 2024 totaled \$18.7 million. Water Operations expenditures, including outstanding encumbrances, totaled \$19.2 million. Morgan Hill residents consumed about 2% less water through June 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 Preliminary FY23-24.

(amount in millions)	FY19-20	FY20-21	FY21-22	FY22-23	Budget FY23-24	Preliminary FY23-24
Revenues	15.3	16.5	16.0	18.1	19.8	18.7
Expenditures	16.4	16.5	15.2	18.0	20.3	19.2
Operating Margin	(1.1)	-	0.8	0.1	(0.5)	(0.5)
Operating Margin without Encumbrances	(0.1)	-	0.8	0.1	(0.5)	(0.4)

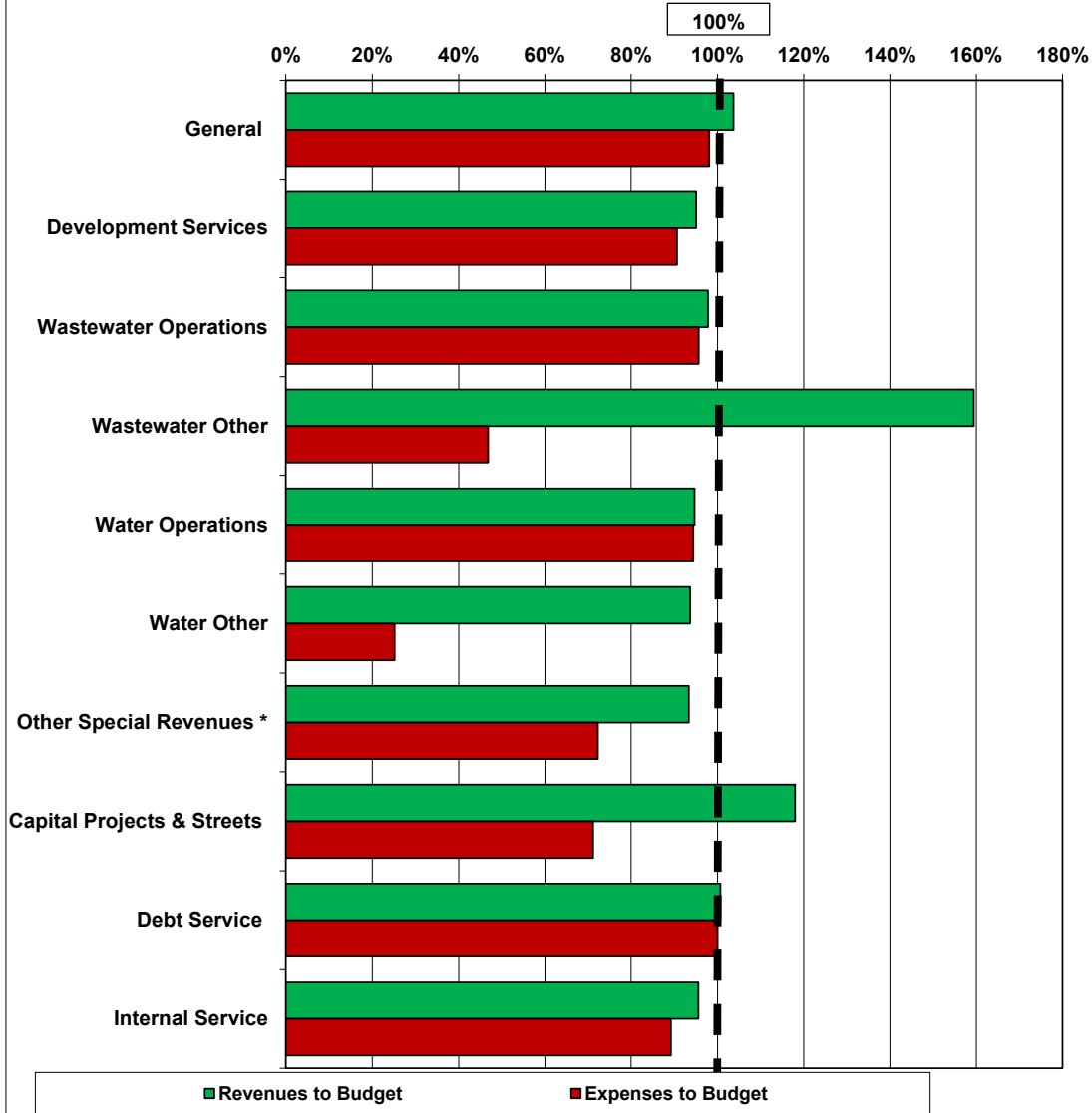
- **Investments** – One security was purchased. Total interest earnings received on investments were \$343,000 during the month.



Morgan Hill YTD Revenue & Expense Summary

June 30, 2024 - 100% of Year Complete

Percentage of Actual to Budget



FUND NAME	REVENUES		EXPENSES	
	ACTUAL	% OF BUDGET	ACTUAL PLUS ENCUMBRANCES	% OF BUDGET
General	\$ 55,491,089	104%	\$ 59,597,103	98%
Development Services	6,018,183	95%	5,786,375	91%
Wastewater Operations	15,223,221	98%	14,875,584	96%
Wastewater Other	15,665,096	159%	20,486,551	47%
Water Operations	18,730,734	95%	19,177,116	94%
Water Other	8,143,813	94%	4,647,914	25%
Other Special Revenues *	8,110,836	93%	6,185,941	72%
Capital Projects & Streets	17,041,524	118%	32,351,652	71%
Debt Service	683,245	101%	678,643	100%
Internal Service	12,208,135	96%	12,167,354	89%
TOTAL FOR ALL FUNDS	\$ 157,315,877	105%	\$ 175,954,233	76%

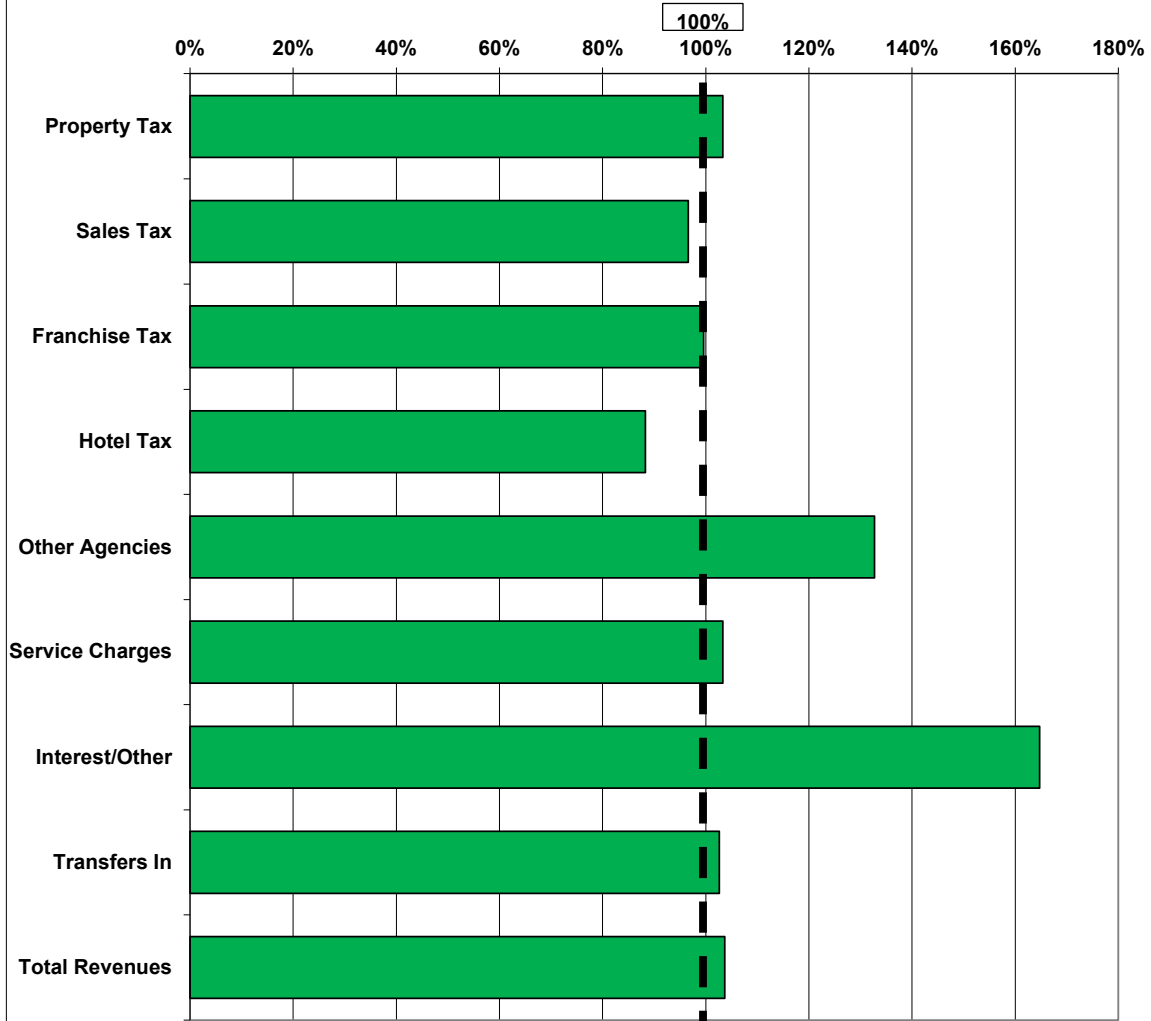
* Includes all Special Revenue Funds except Development Services Fund and Street Funds.



Morgan Hill YTD General Fund Revenues

June 30, 2024 - 100% of Year Complete

Percent of Actual to Budget



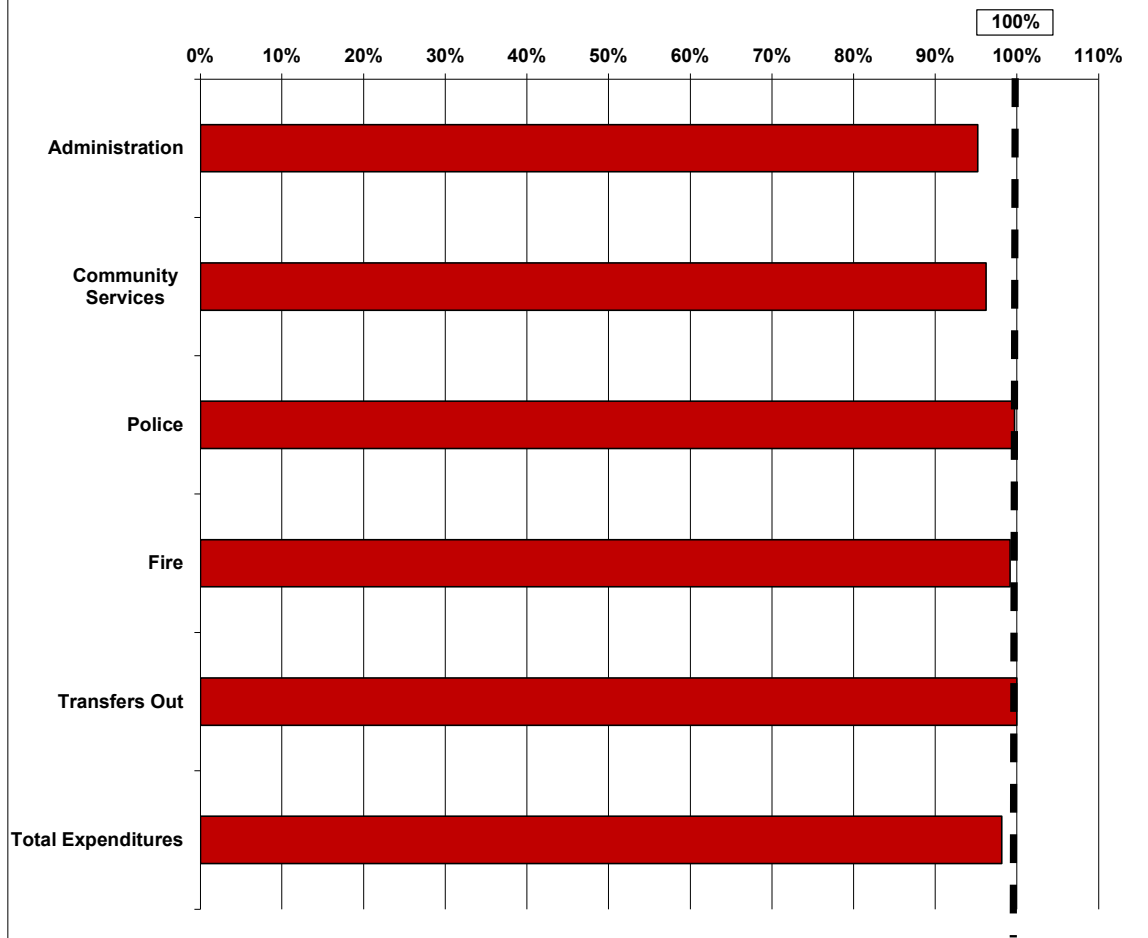
REVENUE CATEGORY	BUDGET	ACTUAL	% OF BUDGET	PRIOR YEAR TO DATE	% CHANGE FROM PRIOR YEAR
Property Tax	\$ 18,472,000	\$ 19,075,049	103%	\$ 18,143,284	5%
Sales Tax	12,673,967	12,244,030	97%	12,882,810	-5%
Franchise Tax	3,005,800	2,993,670	100%	2,687,510	11%
Hotel Tax	2,800,000	2,472,771	88%	2,528,517	-2%
Other Agencies	1,001,233	1,328,502	133%	1,170,298	14%
Service Charges	10,036,079	10,368,418	103%	9,227,495	12%
Interest/Other	2,174,032	3,580,298	165%	2,311,007	55%
Transfers In	3,342,540	3,428,351	103%	3,036,113	13%
TOTAL REVENUES	\$ 53,505,651	\$ 55,491,089	104%	\$ 51,987,034	7%



Morgan Hill YTD General Fund Expenditures

June 30, 2024 - 100% of Year Complete

Percent of Actual to Budget



EXPENDITURE CATEGORY	BUDGET	ACTUAL PLUS ENCUMBRANCES	% OF BUDGET	PRIOR YTD PLUS ENCUMBRANCES	% CHANGE FROM PRIOR YEAR
Administration	\$ 6,769,162	\$ 6,443,807	95%	\$ 6,125,449	5%
Community Services	17,780,940	17,111,720	96%	15,132,055	13%
Police	23,056,204	22,993,255	100%	21,697,091	6%
Fire	9,139,905	9,064,553	99%	8,518,823	6%
Transfers Out	3,983,767	3,983,767	100%	4,647,315	-14%
TOTAL EXPENDITURES	\$ 60,729,978	\$ 59,597,103	98%	\$ 56,120,733	6%

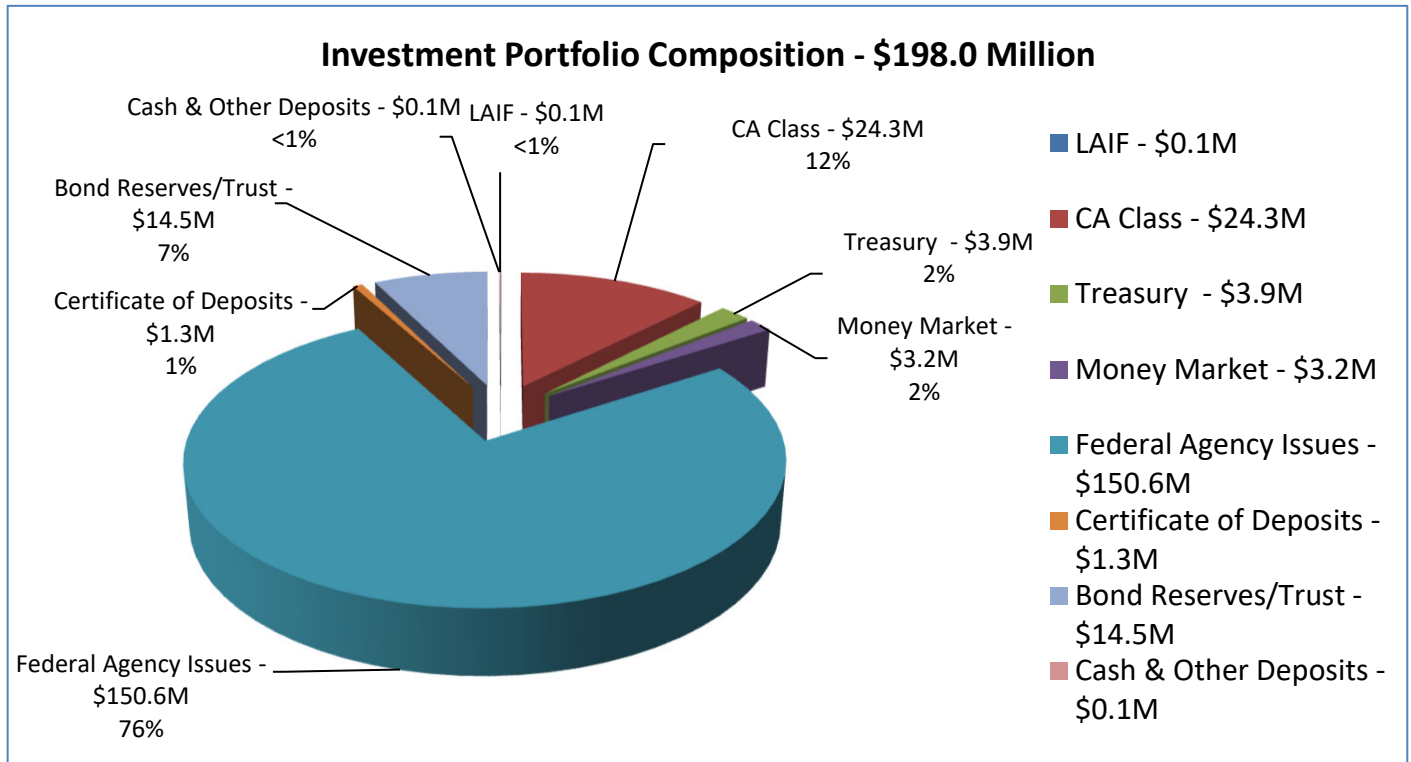


City of Morgan Hill
Recreation Report - Fiscal Year 2023-24
For the Month Ended June 30, 2024
100% of Year Complete

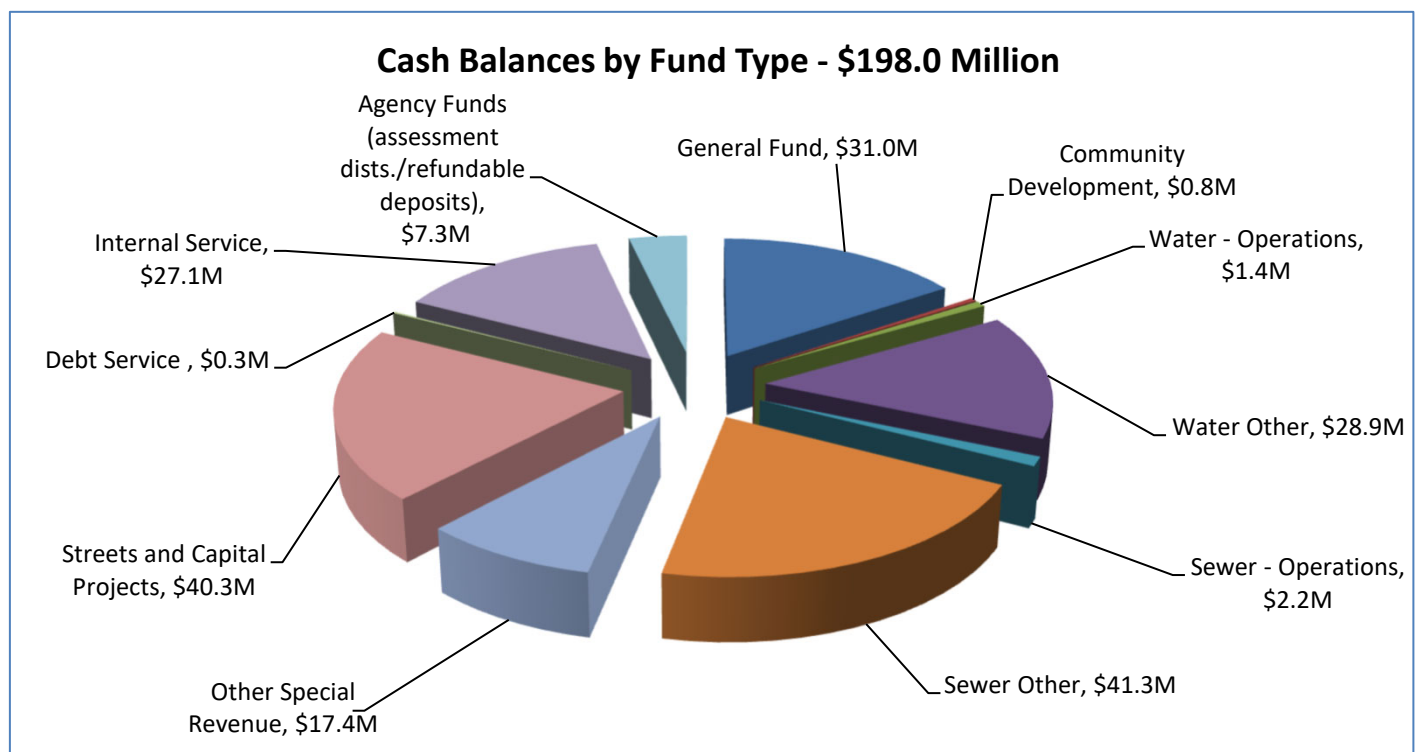
	<u>Budget</u>	<u>June 2024</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues				
Membership Services & Rec Programs	\$ 5,656,265	\$ 593,521	\$ 6,029,079	
Facility Rentals	1,203,269	143,887	1,564,874	
Community Services	152,498	29,999	93,675	
Transfers in	75,000	6,250	75,000	
Total Revenues	<u>\$ 7,087,032</u>	<u>\$ 773,657</u>	<u>\$ 7,762,628</u>	110%
Less: Expenditures				
Membership & Program Services	\$ 7,268,962	\$ 966,381	\$ 7,398,284	
Facility Rentals	573,524	62,323	608,510	
Community Services	672,192	80,485	654,219	
Total Expenditures	<u>\$ 8,514,679</u>	<u>\$ 1,109,187</u>	<u>\$ 8,661,013</u>	102%
Net Impact without encumbrances	<u>\$ (1,427,647)</u>	<u>\$ (335,531)</u>	<u>\$ (898,385)</u>	
Encumbrances	-	-	43,192	
Net Impact with encumbrances	<u>\$ (1,427,647)</u>	<u>\$ (335,531)</u>	<u>\$ (941,577)</u>	

City of Morgan Hill Monthly Investment Report - June 30, 2024

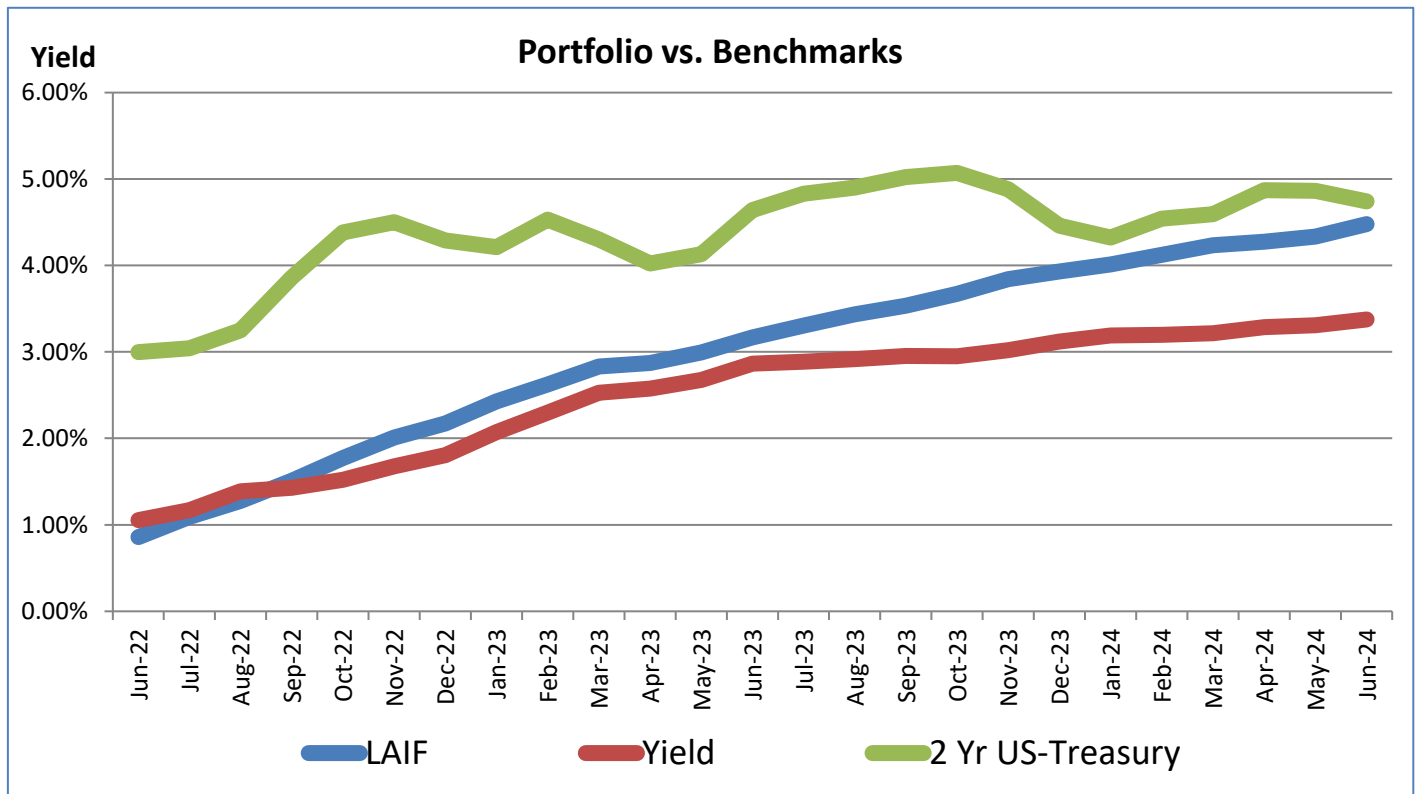
The following are the snapshots of City's investment portfolio as of June 30, 2024. The first chart shows the portfolio composition by investment type:



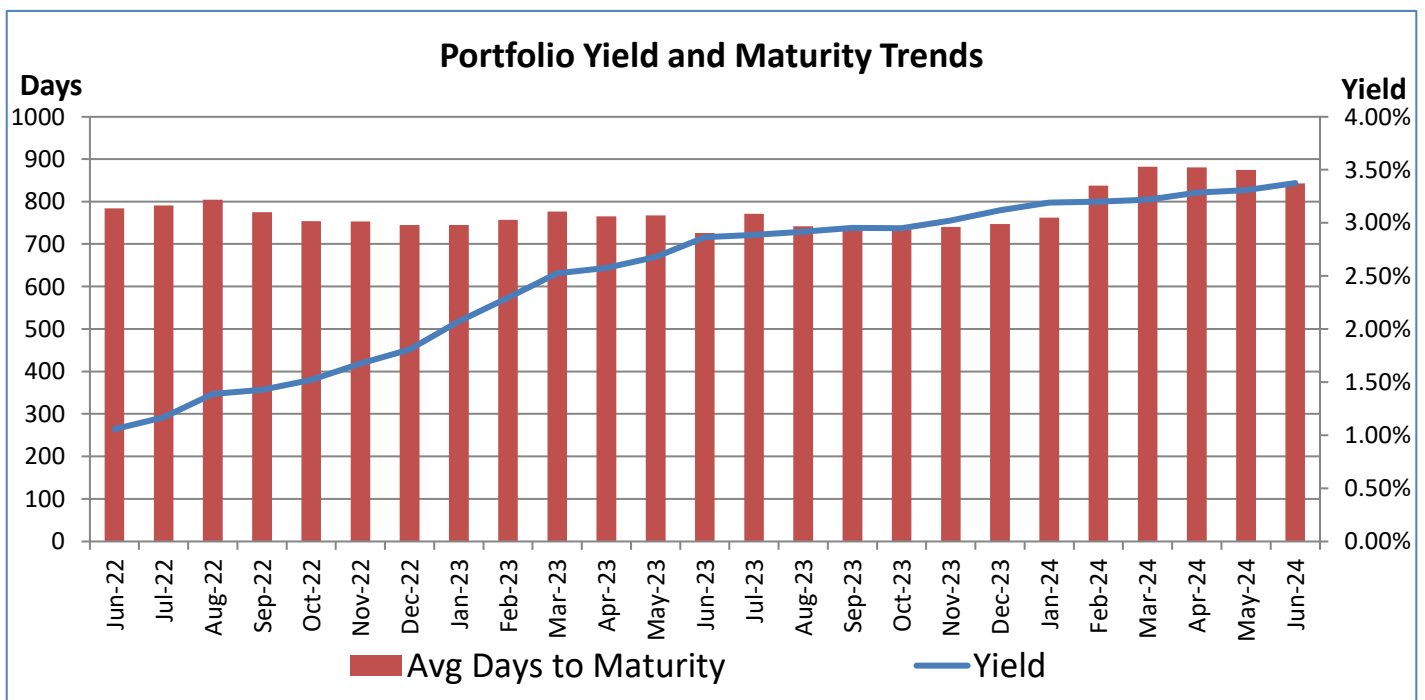
The chart below shows cash balances by fund type reconciled to City's financial system:



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 June 30, 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			\$ 60,411	\$ 60,411	0.0%	\$ 60,188	4.48%		
California C L A S S			24,315,459	24,315,459	12.3%	24,315,459	5.40%		
US Bank - Portfolio of Securities									
Dreyfus Treasury Agency MM	261908107		58,742	58,742	0.0%	58,742	5.19%		
Treasury Note	91282CCZ2	10/8/2021	1,987,656	1,994,419	1.0%	1,840,700	1.00%	9/30/2026	9/30/2026
Treasury Note	912828U24	6/13/2022	1,904,688	1,948,805	1.0%	1,882,040	3.16%	11/15/2026	11/15/2026
FFCB Bond	3133ELC28	5/27/2020	2,000,000	2,000,000	1.0%	1,919,500	0.73%	7/27/2024	5/27/2025
FHLMC Bond	3134GVYN2	6/3/2020	2,000,000	2,000,000	1.0%	1,960,700	0.60%	12/3/2024	12/3/2024
FHLMC Bond	3134GWZG4	10/20/2020	2,000,000	2,000,000	1.0%	1,887,460	0.60%	7/20/2024	10/20/2025
FHLMC Bond	3134GW3X2	10/27/2020	2,000,000	2,000,000	1.0%	1,888,580	0.63%	7/27/2024	10/27/2025
FFCB Bond	3133EMFR8	11/3/2020	2,000,000	2,000,000	1.0%	1,883,320	0.54%	7/3/2024	11/3/2025
FNMA Bond	3135GA4P3	11/18/2020	2,000,000	2,000,000	1.0%	1,884,080	0.65%	11/18/2024	11/18/2025
FHLMC Bond	3134GXEJ9	11/24/2020	2,000,000	2,000,000	1.0%	1,882,460	0.64%	8/24/2024	11/24/2025
FFCB Bond	3133EMHF2	11/24/2020	1,000,000	1,000,000	0.5%	940,700	0.60%	7/24/2024	11/24/2025
FHLMC Bond	3134GXCS1	11/25/2020	3,000,000	3,000,000	1.5%	2,822,760	0.63%	11/25/2024	11/25/2025
FHLMC Bond	3134GXFA7	11/30/2020	2,000,000	2,000,000	1.0%	1,882,280	0.65%	8/26/2024	11/26/2025
FFCB Bond	3133EMLC4	12/22/2020	2,000,000	2,000,000	1.0%	1,871,420	0.47%	7/22/2024	12/22/2025
FHLB Bond	3130AKQ74	1/22/2021	2,000,000	2,000,000	1.0%	1,868,500	0.63%	7/22/2024	1/22/2026
FNMA Bond	3135G06R9	1/28/2021	2,000,000	2,000,000	1.0%	1,871,380	0.55%	7/28/2024	1/28/2026
FHLB Bond	3130AKRN8	1/28/2021	2,000,000	2,000,000	1.0%	1,865,500	0.65%	7/28/2024	1/28/2026
FHLB Bond	3130ALCV4	2/24/2021	2,000,000	2,000,000	1.0%	1,866,820	0.75%	8/24/2024	2/24/2026
FHLB Bond	3130ALDB7	2/25/2021	2,000,000	2,000,000	1.0%	1,862,380	0.66%	8/25/2024	2/25/2026
FHLB Bond	3130AKZ25	2/26/2021	2,000,000	2,000,000	1.0%	1,863,780	0.65%	8/26/2024	2/26/2026
FHLB Bond	3130ALGS7	3/10/2021	2,000,000	2,000,000	1.0%	1,868,760	0.85%	9/10/2024	3/10/2026
FHLB Bond	3130ALEP5	3/16/2021	2,000,000	2,000,000	1.0%	1,862,580	0.70%	9/16/2024	3/16/2026
FHLB Bond	3130ALDN1	3/16/2021	2,000,000	2,000,000	1.0%	1,865,840	0.80%	9/16/2024	3/16/2026
FHLB Bond	3130AMNH1	6/9/2021	2,000,000	2,000,000	1.0%	1,860,940	1.08%	7/9/2024	6/9/2026
FHLB Bond	3130AMYJ5	6/30/2021	2,000,000	2,000,000	1.0%	1,854,140	1.00%	9/30/2024	6/30/2026
FHLB Bond	3130AMYP1	7/15/2021	3,000,000	3,000,000	1.5%	2,783,430	1.13%	7/15/2024	7/15/2026
FHLB Bond	3130AMYS5	7/15/2021	2,000,000	2,000,000	1.0%	1,913,240	0.85%	7/15/2024	7/15/2025
FHLB Bond	3130ANJC5	8/26/2021	2,000,000	2,000,000	1.0%	1,836,180	0.80%	8/26/2024	8/26/2026
FHLB Bond	3130ANLW8	8/26/2021	3,000,000	3,000,000	1.5%	2,766,450	1.00%	8/26/2024	8/26/2026
FHLB Bond	3130ANLZ1	8/26/2021	2,000,000	2,000,000	1.0%	1,840,240	0.90%	8/26/2024	8/26/2026
FHLB Bond	3130A8XY4	9/13/2021	2,103,340	2,045,463	1.0%	1,882,580	0.82%	9/11/2026	9/11/2026
FFCB Bond	3133EM4X7	9/28/2021	1,982,960	1,992,446	1.0%	1,838,440	0.98%	9/10/2026	9/10/2026
FHLB Bond	3130APCH6	9/29/2021	3,000,000	3,000,000	1.5%	2,764,650	1.13%	9/29/2024	9/29/2026
FHLB Bond	3130ANZE3	9/30/2021	2,000,000	2,000,000	1.0%	1,833,380	0.88%	9/30/2026	9/30/2026
FHLB Bond	3130AP6N0	9/30/2021	3,000,000	3,000,000	1.5%	2,759,430	1.05%	9/30/2024	9/30/2026
FHLB Bond	3130AP6M2	9/30/2021	3,000,000	3,000,000	1.5%	2,757,510	1.02%	9/30/2024	9/30/2026
FHLB Bond	3130APCG8	10/19/2021	2,000,000	2,000,000	1.0%	1,832,600	1.00%	7/19/2024	10/19/2026
FHLB Bond	3130APNX9	11/18/2021	2,000,000	2,000,000	1.0%	1,840,120	1.30%	11/18/2024	11/18/2026
FHLB Bond	3130AQHU0	1/19/2022	2,000,000	2,000,000	1.0%	1,886,320	1.74%	7/19/2024	1/19/2027
FHLB Bond	3130AQKT9	1/25/2022	2,000,000	2,000,000	1.0%	1,936,520	1.51%	7/25/2024	7/25/2025
FHLB Bond	3130AR4F5	3/10/2022	2,000,000	2,000,000	1.0%	1,978,620	3.48%	9/10/2024	3/10/2027
FHLMC Bond	3134GXUZ5	6/15/2022	2,000,000	2,000,000	1.0%	1,958,320	3.28%	12/15/2025	12/15/2025
FHLB Bond	3130ASPE3	7/28/2022	2,000,000	2,000,000	1.0%	1,970,820	4.30%	7/28/2024	7/28/2027
FNMA Bond	3135GACZ2	11/25/2022	2,000,000	2,000,000	1.0%	2,001,640	5.40%	8/25/2024	11/25/2024
FHLMC Bond	3134GY4B5	11/28/2022	2,000,000	2,000,000	1.0%	1,997,940	5.00%	8/15/2024	8/26/2024
FHLB Bond	3130AUP32	1/27/2023	2,250,000	2,250,000	1.1%	2,247,503	5.98%	7/27/2024	1/27/2028
FHLMCMTN Bond	3134GYGB2	1/30/2023	2,000,000	2,000,000	1.0%	1,986,820	5.20%	7/26/2024	1/26/2028
FHLMCMTN Bond	3134GYG22	2/16/2023	3,000,000	3,000,000	1.5%	2,977,350	5.13%	8/16/2024	11/16/2026
FHLB Bond	3130AVL83	4/6/2023	2,000,000	2,000,000	1.0%	1,997,280	5.20%	7/7/2024	10/7/2024
FHLB Bond	3130AXY36	12/18/2023	2,000,000	2,000,000	1.0%	1,999,860	5.88%	4/18/2024	12/18/2028
FHLMCMTN Bond	3134H1MK6	12/21/2023	2,000,000	2,000,000	1.0%	1,997,560	5.40%	9/21/2024	12/21/2026
FHLB Bond	3130AYAG1	12/28/2023	2,000,000	2,000,000	1.0%	1,993,460	5.50%	9/28/2024	12/28/2028
FHLB Bond	3130AYBT2	1/2/2024	2,000,000	2,000,000	1.0%	2,001,180	5.40%	7/2/2024	1/2/2029
FHLMCTN Bond	3134H1NA7	1/5/2024	2,000,000	2,000,000	1.0%	1,995,340	5.63%	7/5/2024	1/5/2029
FHLB Bond	3130AYGX8	1/11/2024	2,000,000	2,000,000	1.0%	1,997,280	5.63%	7/11/2024	1/11/2029

Investment Type	CUSIP	Settlement Date	Cost Value	Book Value	% of Portfolio	Market Value	YTM at Cost	Next Call Date	Date of Maturity
FHLB Bond	3130AYF35	1/12/2024	2,000,000	2,000,000	1.0%	1,997,160	5.60%	7/12/2024	1/12/2029
FHLMCTN Bond	3134H1PC1	1/12/2024	2,000,000	2,000,000	1.0%	1,997,960	6.02%	7/12/2024	1/12/2029
FHLMCTN Bond	3134H1QG1	1/26/2024	3,000,000	3,000,000	1.5%	3,001,860	4.66%	7/26/2024	1/26/2029
FHLMCTN Bond	3134H1QMB	1/26/2024	2,000,000	2,000,000	1.0%	1,996,140	5.70%	7/26/2024	1/26/2029
FHLB Bond	3130AYLR5	2/2/2024	2,148,128	2,145,000	1.1%	2,150,620	5.25%	10/22/2024	1/22/2029
FHLMCTN Bond	3134HRW5	2/7/2024	2,000,000	2,000,000	1.0%	1,996,700	5.70%	7/7/2024	2/7/2029
FHLB Bond	3130AYXA9	2/12/2024	2,000,000	2,000,000	1.0%	1,990,420	5.50%	8/12/2024	2/12/2029
FHLMCTN Bond	3134H1SW4	2/15/2024	2,000,000	2,000,000	1.0%	1,994,220	5.63%	8/15/2024	2/15/2029
FHLMCTN Bond	3134H1TC7	2/15/2024	2,000,000	2,000,000	1.0%	1,994,700	5.65%	7/15/2024	2/15/2028
FHLMCTN Bond	3134H1TQ6	2/22/2024	2,000,000	2,000,000	1.0%	1,997,880	5.63%	8/22/2024	2/22/2027
FHLMCTN Bond	3134H1UN1	2/26/2024	1,200,000	1,200,000	0.6%	1,197,780	5.50%	2/26/2025	2/26/2029
FHLMCTN Bond	3134H1UN1	2/26/2024	2,000,000	2,000,000	1.0%	1,996,300	5.50%	2/26/2025	2/26/2029
FHLMCTN Bond	3134H1VC4	2/28/2024	2,000,000	2,000,000	1.0%	1,993,580	6.13%	8/28/2024	2/28/2029
FHLMCTN Bond	3134H1VR1	3/6/2024	2,000,000	2,000,000	1.0%	1,994,000	5.75%	9/6/2024	3/26/2029
FHLB Bond	3130B07A1	3/21/2024	4,000,000	4,000,000	2.0%	3,987,440	6.00%	9/21/2024	3/21/2029
FHLMCTN Bond	3134H1XV0	3/26/2024	2,000,000	2,000,000	1.0%	1,995,080	6.17%	9/26/2024	3/26/2029
FHLMCTN Bond	3134H1G31	4/17/2024	2,000,000	2,000,000	1.0%	2,000,180	6.05%	7/17/2024	4/17/2029
FHLMCTN Bond	3134H1P56	5/28/2024	2,000,000	2,000,000	1.0%	1,995,940	6.00%	11/25/2024	5/25/2029
FHLB Bond	3130B1PD3	6/27/2024	2,000,000	2,000,000	1.0%	1,997,540	5.80%	9/27/2024	6/27/2029
CD - Zions Bancorp	98970LC43	3/31/2023	250,000	250,000	0.1%	249,978	5.40%	9/27/2024	9/27/2024
CD - Morgan Stanley Bank	61690DGT9	11/8/2023	250,000	250,000	0.1%	254,243	5.05%	11/8/2028	11/8/2028
CD - Morgan Stanley Private Bank	61768EE82	11/8/2023	250,000	250,000	0.1%	254,243	5.05%	11/8/2028	11/8/2028
CD - American Express	02589AF98	11/8/2023	250,000	250,000	0.1%	253,755	5.00%	11/8/2028	11/8/2028
CD - State Bank India	8562834U7	11/24/2023	250,000	250,000	0.1%	256,898	5.00%	11/24/2028	11/24/2028
Sub Total/Average			\$ 155,885,514	\$ 155,884,875	78.7%	\$ 150,232,040	3.02%		
WFB Money Market			\$ 3,096,214	\$ 3,096,214	1.6%	\$ 3,096,214	5.21%		
Total City Managed/Average			\$ 183,357,598	\$ 183,356,959	92.6%	\$ 177,703,901	3.38%		
Bond Reserve Accounts - Held By Trustees			\$ 6,637,003	\$ 6,637,003	3.4%	\$ 6,637,003			
Cash/Deposits			\$ 128,647	\$ 128,647	0.1%	\$ 128,647			
PARS and CALPERS CERBT Trust			\$ 7,887,404	\$ 7,887,404	4.0%	\$ 9,179,767			
GRAND TOTAL/AVERAGE			\$ 198,010,653	\$ 198,010,013	100.0%	\$ 193,649,319			



CITY OF MORGAN HILL CASH AND INVESTMENT REPORT
FOR THE MONTH OF JUNE 30, 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	4.48%	\$ 60,411	0.0%	\$ 60,188
California CLASS	All Funds Pooled	5.40%	24,315,459	12.3%	24,315,459
US Bank - Portfolio of Securities	All Funds Pooled	3.02%	155,884,875	78.7%	150,232,040
WFB MMA	All Funds Pooled	5.21%	3,096,214	1.6%	3,096,214
	SUBTOTAL		\$ 183,356,959	92.6%	\$ 177,703,901
Bond Reserve Accounts - held by trustees					
Zions Bank - Civic Center/Library Facility	Debt Service	4.95%	130	0.0%	130
Blackrock Liq Fund	Debt Service	4.95%	165	0.0%	165
Zions Bank - MH Police Facility Lease Revenue Bonds	Debt Service	4.95%	165	0.0%	165
Blackrock Liq Fund	Debt Service	4.95%	165	0.0%	165
BNY - RDA Bonds	Agency Fund	4.90%	6,013,347	3.0%	6,013,347
Dreyfus Cash Mgmt 521	Agency Fund	4.95%	623,362	0.3%	623,362
Zions Bank - Madrone Bus Park Taxable/ Tax Exempt 2015	Agency Fund	4.95%	623,362	0.3%	623,362
Blackrock Liquidity Temp Fund-2015	Agency Fund	4.95%	623,362	0.3%	623,362
	SUBTOTAL		6,637,003	3.4%	6,637,003
Other Cash/Deposits					
General Checking	All Funds		82,797	0.0%	82,797
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			5,237,404	2.6%	6,106,085
PARS - PENSION Trust			2,650,000	1.3%	3,073,682
	SUBTOTAL		8,016,051	4.0%	9,308,414
Total Cash and Investments			\$ 198,010,013	100.0%	\$ 193,649,319

CASH ACTIVITY SUMMARY
FY 2023-24

Fund Type	07/01/2023 Balance	Change in Cash Balance	Preliminary 6/30/2024 Balance
General Fund	\$ 32,352,753	\$ (1,354,267)	\$ 30,998,486
Development Services	1,831,559	(1,051,443)	780,117
Water - Operations	2,585,170	(1,194,988)	1,390,182
Water Other	23,673,105	5,276,051	28,949,155
Sewer - Operations	907,428	1,272,811	2,180,239
Sewer Other	44,135,046	(2,838,328)	41,296,719
Other Special Revenue	13,030,597	4,328,927	17,359,524
Streets and Capital Projects	40,486,238	(184,090)	40,302,149
Debt Service	342,534	4,656	347,190
Internal Service	25,139,787	1,954,590	27,094,377
Agency Funds (assessment dists./refundable deposits)	8,515,969	(1,204,094)	7,311,875
Total	\$ 193,000,187	\$ 5,009,827	\$ 198,010,013

Note: See Investment Portfolio Detail for maturities of "Investments." Market values are obtained from the City's investment brokers' monthly reports.

I certify that information on the investment report has been reconciled to the general ledger and bank statements and that there are sufficient funds to meet the expenditure requirements of the City for the next six months. The portfolio is in compliance with the City of Morgan Hill Investment Policy and all State laws and regulations.

Prepared by:


 Gina Nazareno, Senior Accountant

Approved by:



Reviewed by:


 Dat Nguyen, Finance Director

Caitlin Jachimowicz, Treasurer



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2023-24
For the Month Ended June 30, 2024
100% 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	\$ 16,054,020	102%	\$ 14,992,079	\$ 1,061,940	7%
Property Tax - RPTTF Residual Distribution	2,527,000	2,527,000	2,720,750	108%	2,673,478	47,272	2%
Property Tax - Supplemental Roll	200,000	200,000	300,279	150%	477,727	(177,448)	-37%
Sales Tax	12,218,967	12,218,967	11,792,859	97%	12,459,722	(666,863)	-5%
Public Safety Sales Tax	455,000	455,000	451,171	99%	423,088	28,084	7%
Transient Occupancy Taxes	2,800,000	2,800,000	2,472,771	88%	2,528,517	(55,746)	-2%
Franchise (Refuse ,Cable ,PG&E)	2,873,800	3,005,800	2,993,670	100%	2,687,510	306,160	11%
Property Transfer Tax	510,000	510,000	467,322	92%	378,297	89,025	24%
TOTAL TAXES	36,829,767	37,461,767	37,252,842	99%	36,620,418	632,424	2%
LICENSES/PERMITS							
Business License	170,000	170,000	200,860	118%	147,660	53,200	36%
Other Permits	53,975	83,975	207,424	247%	642,874	(435,451)	-68%
TOTAL LICENSES/PERMITS	223,975	253,975	408,283	161%	790,534	(382,251)	-48%
FINES AND PENALTIES							
Parking Enforcement	3,019	3,019	9,988	331%	7,518	2,471	33%
Bails & Fines	47,875	47,875	60,081	125%	54,912	5,169	9%
Administrative Citations	20,000	20,000	35,339	177%	-	35,339	0%
TOTAL FINES AND PENALTIES	70,894	70,894	105,409	149%	62,430	42,979	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	1,001,233	1,328,502	133%	1,170,298	158,204	14%
TOTAL OTHER AGENCIES	1,011,889	1,042,033	1,385,188	133%	1,217,911	167,277	14%
CHARGES CURRENT SERVICES							
Police False Alarm Charge	33,248	33,248	37,564	113%	42,941	(5,377)	-13%
Business License Application Review	53,000	83,000	90,099	109%	56,084	34,015	61%
Membership Services & Rec Programs	5,656,265	5,656,265	6,029,079	107%	5,286,941	742,138	14%
Facility Rentals	1,203,269	1,203,269	1,564,874	130%	1,162,939	401,936	35%
Community Services	152,498	152,498	93,675	61%	108,483	(14,809)	-14%
General Administration Overhead	1,822,869	1,822,869	1,621,869	89%	1,765,976	(144,107)	-8%
Other Charges Current Services	1,084,930	1,084,930	931,258	86%	804,131	127,127	16%
TOTAL CURRENT SERVICES	10,006,079	10,036,079	10,368,418	103%	9,227,495	1,140,923	12%
OTHER REVENUE							
Use of money/property	583,850	683,850	1,352,984	198%	835,188	517,796	62%
Other Revenues	234,513	614,513	1,189,614	194%	196,945	992,669	504%
TOTAL OTHER REVENUE	818,363	1,298,363	2,542,598	196%	1,032,133	1,510,465	146%
TRANSFERS IN							
One Time Transfer	180,000	180,000	180,000	100%	180,000	0	0%
Public Safety Facilities Fund	50,000	50,000	100,000	200%	50,000	50,000	100%
Supplemental Law Enforcement Fund	100,000	100,000	100,000	100%	100,000	-	n/a
Countywide Solid Waste	373,000	468,680	468,680	100%	355,000	113,680	32%
Streets	949,760	949,760	827,676	87%	795,009	32,667	4%
Park Maintenance	650,000	650,000	650,000	100%	650,004	(4)	0%
Sewer Operations	394,000	394,000	469,732	119%	375,000	94,732	25%
Water Operations	394,000	394,000	476,163	121%	375,000	101,163	27%
Open Space	81,100	81,100	81,100	100%	81,100	-	n/a
Park Development	75,000	75,000	75,000	100%	75,000	-	n/a
TOTAL TRANSFERS IN	3,246,860	3,342,540	3,428,351	103%	3,036,113	392,239	13%
TOTAL GENERAL FUND	52,207,827	53,505,651	55,491,089	104%	51,987,034	3,504,055	7%
SPECIAL REVENUE FUNDS							
202 STREET MAINTENANCE							
Gas Tax 2105 - 2107.5	954,952	954,952	829,905	87%	790,721	39,185	5%
Interest / Other Revenue/Other Charges	78	78	6,770	8679%	4,288	2,481	58%
202 STREET MAINTENANCE	955,030	955,030	836,675	88%	795,009	41,666	5%



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2023-24
For the Month Ended June 30, 2024
100% of Year Complete

	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
SPECIAL REVENUE FUNDS							
205 SUPPLEMENTAL LAW ENFORCEMENT FUND							
Interest Income	1,905	1,905	10,437	548%	4,490	5,947	132%
Police Grant/SLEF/JAG	100,000	100,000	186,159	186%	165,271	20,888	13%
205 SUPPLEMENTAL LAW ENFORCEMENT FUND	101,905	101,905	196,596	193%	169,762	26,835	16%
206 DEVELOPMENT SERVICES							
Building Fees	3,455,600	3,495,600	3,076,924	88%	3,716,735	(639,811)	-17%
Planning Fees	1,645,444	1,645,444	1,105,075	67%	715,227	389,848	55%
Engineering Fees	1,190,852	1,190,852	509,507	43%	1,101,011	(591,503)	-54%
Other Revenue/Current Charges	-	-	1,326,678	n/a	371,109	955,569	257%
206 DEVELOPMENT SERVICES	6,291,896	6,331,896	6,018,183	95%	5,904,081	114,103	2%
207 LONG RANGE PLANNING	1,013,392	1,013,392	895,689	88%	1,045,425	(149,736)	-14%
215 and 216 HCD BLOCK GRANT							
Interest Income/Other Revenue	325	325	1,817	559%	1,021	796	78%
215 and 216 HCD BLOCK GRANT	325	325	1,817	559%	1,021	796	78%
225 ASSET SEIZURE	1,298	1,298	2,781	214%	1,588	1,192	75%
229 LIGHTING AND LANDSCAPE	200,028	200,028	205,040	103%	199,320	5,721	3%
230 COMMUNITY FACILITIES DISTRICT	37,914	37,914	55,015	145%	51,629	3,386	7%
232 ENVIRONMENTAL PROGRAMS	590,223	590,223	601,755	102%	563,537	38,218	7%
234 MOBILE HOME PARK RENT STAB.	584	584	5,639	966%	6,736	(1,097)	-16%
236 HOUSING MITIGATION	4,456,924	4,456,924	3,724,761	84%	1,229,070	2,495,691	203%
240 EMPLOYEE ASSISTANCE	20,889	20,889	8,397	40%	8,974	(577)	-6%
246 COUNTYWIDE SOLID WASTE	1,645,138	1,944,000	2,111,570	109%	1,665,193	446,378	27%
247 ENVIRONMENT REMEDIATION	1,358	1,358	3,822	281%	2,156	1,666	77%
255 HOUSING SUCCESSOR AGENCY	239,202	239,202	297,953	125%	104,274	193,679	186%
TOTAL SPECIAL REVENUE FUNDS	15,556,107	15,894,969	14,965,694	94%	11,747,773	3,217,921	27%
CAPITAL PROJECTS FUNDS							
301 PARK DEVELOPMENT	1,673,505	2,008,505	1,211,433	60%	3,744,621	(2,533,187)	-68%
302 PARK MAINTENANCE	363,038	363,038	376,023	104%	589,257	(213,234)	-36%
303 LOCAL DRAINAGE	447,897	447,897	579,487	129%	1,222,059	(642,572)	-53%
304 LOCAL DRAINAGE/NON AB1600	30,901	30,901	38,374	124%	112,876	(74,502)	-66%
306 AGRICULTURE & OPEN SPACE PRESERVATION	4,036	4,036	228,682	5666%	77,991	150,691	193%
308 STREET CIP	4,486,656	4,486,656	4,939,901	110%	5,374,705	(434,803)	-8%
309 TRAFFIC IMPACT	1,276,925	1,276,925	1,397,896	109%	8,539,955	(7,142,059)	-84%
315 PUBLIC SAFETY FACILITIES IMPACT	801,703	801,703	941,529	117%	667,333	274,196	41%
346 PUBLIC FACILITIES NON-AB1600	822,102	966,667	306,204	32%	410,669	(104,465)	-25%
347 PUBLIC FACILITIES IMPACT	176,602	176,602	344,472	195%	122,501	221,971	181%
348 LIBRARY	657,457	657,457	1,065,706	162%	193,209	872,497	452%
350 UNDERGROUNDING	22,520	22,520	264,304	1174%	26,265	238,039	906%
355 SCHOOL PEDESTRIAN/TRAFFIC SAFETY	492,717	492,717	32,303	7%	214,920	(182,617)	-85%
360 COMMUNITY/REC IMPACT FUND	1,142,697	1,142,697	1,566,161	137%	542,707	1,023,455	189%
375 QUIMBY FEE	610,860	610,860	2,912,373	477%	1,563,760	1,348,613	86%
TOTAL CAPITAL PROJECTS FUNDS	13,009,616	13,489,181	16,204,849	120%	23,402,826	(7,197,977)	-31%
DEBT SERVICE FUNDS							
420 CIVIC CENTER DEBT	290,850	290,850	295,196	101%	294,554	642	0%
441 POLICE FACILITY BOND	387,792	387,792	388,049	100%	387,708	341	0%
TOTAL DEBT SERVICE FUNDS	678,642	678,642	683,245	101%	682,262	983	0%



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2023-24
For the Month Ended June 30, 2024
100% of Year Complete

	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
ENTERPRISE FUNDS							
640 WASTEWATER OPERATION							
Sewer Service Fees	15,200,000	15,200,000	14,809,502	97%	14,884,418	(74,916)	-1%
Interest Income/Transfers	39,704	39,704	56,839	143%	35,988	20,851	58%
Other Revenue/Current Charges	329,403	329,403	356,880	108%	408,192	(51,312)	-13%
640 WASTEWATER OPERATION	15,569,107	15,569,107	15,223,221	98%	15,328,598	(105,377)	-1%
641 WASTEWATER EXPANSION							
Interest Income	40,173	40,173	567,290	1412%	360,277	207,013	57%
Development Impact Fee	4,388,986	4,388,986	8,258,944	188%	2,952,545	5,306,399	180%
Transfer From-643 (Sewer Replacement)	-	-	-	n/a	10,230,667	(10,230,667)	-100%
641 WASTEWATER EXPANSION	4,429,159	4,429,159	8,826,234	199%	13,543,489	(4,717,255)	-35%
642 WASTEWATER RATE STABILIZATION	192,000	192,000	274,724	143%	94,809	179,915	190%
643 WASTEWATER CAPITAL PROJECT	5,204,512	5,204,512	6,564,138	126%	6,816,156	(252,018)	-4%
TOTAL SEWER FUNDS	25,394,778	25,394,778	30,888,317	122%	35,783,052	(4,894,734)	-14%
650 WATER OPERATION							
Water Sales	18,500,000	18,500,000	17,125,882	93%	16,099,719	1,026,163	6%
Meter Install & Service	50,000	50,000	78,059	156%	100,836	(22,777)	-23%
Transfers-In / Interest Income	606,318	606,318	611,121	101%	836,134	(225,014)	-27%
Other Revenue/Current Charges	630,464	630,464	915,673	145%	1,014,538	(98,865)	-10%
650 WATER OPERATION	19,786,782	19,786,782	18,730,734	95%	18,051,227	679,508	4%
651 WATER EXPANSION							
Interest Income/Other Revenue/Transfer	28,855	28,855	91,962	319%	47,232	44,729	95%
Development Impact Fee	1,720,216	1,720,216	1,597,798	93%	728,847	868,951	119%
651 WATER EXPANSION	1,749,071	1,749,071	1,689,759	97%	776,079	913,680	118%
652 WATER RATE STABILIZATION	-	-	91,405	n/a	51,364	40,042	78%
653 WATER CAPITAL PROJECT	6,948,348	6,948,348	6,362,648	92%	5,260,646	1,102,002	21%
TOTAL WATER FUNDS	28,484,201	28,484,201	26,874,547	94%	24,139,315	2,735,232	11%
TOTAL ENTERPRISE FUNDS	53,878,979	53,878,979	57,762,865	107%	59,922,367	(2,159,502)	-4%
INTERNAL SERVICE FUNDS							
730 INFORMATION SYSTEMS	2,493,922	2,493,922	2,496,073	100%	2,240,479	255,594	11%
740 BUILDING MAINTENANCE	1,675,215	1,675,215	1,677,525	100%	1,655,767	21,759	1%
741 BUILDING REPLACEMENT	859,973	859,973	956,766	111%	875,311	81,455	9%
745 CIP ADMINISTRATION	2,059,092	2,059,092	1,152,211	56%	1,856,939	(704,728)	-38%
760 UNEMPLOYMENT INSURANCE	2,940	2,940	7,735	263%	4,649	3,086	66%
770 WORKERS COMPENSATION	997,442	997,442	1,013,688	102%	926,684	87,004	9%
790 EQUIPMENT REPLACEMENT	1,725,990	1,725,990	1,938,196	112%	2,277,079	(338,883)	-15%
791 EMPLOYEE BENEFITS	849,796	849,796	854,995	101%	812,360	42,636	5%
795 GENERAL LIABILITY INSURANCE	2,103,483	2,103,483	2,110,944	100%	1,993,947	116,997	6%
TOTAL INTERNAL SERVICE FUNDS	12,767,853	12,767,853	12,208,135	96%	12,643,214	(435,079)	-3%
TOTAL FOR ALL FUNDS	\$ 148,099,024	\$ 150,215,275	\$ 157,315,877	105%	\$ 160,385,476	\$ (3,069,599)	-2%



City of Morgan Hill
Year to Date Expenses - Fiscal Year 2023-24
For the Month Ended June 30, 2024
100% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIOR YTD
010 GENERAL FUND								
I. ADMINISTRATION								
	CITY COUNCIL	\$ 22,740	\$ 435,652	\$ 437,028	\$ -	\$ 437,028	100%	\$ 410,227
	CITY ATTORNEY	95,378	1,081,241	907,303	110,243	1,017,546	94%	823,148
	CITY MANAGER	60,114	886,041	701,321	20,034	721,355	81%	649,151
	HUMAN RESOURCES	88,395	898,203	884,999	-	884,999	99%	824,618
	COUNCIL SVCS & RECORDS MGMT							
	Council Svcs & Records Mgmt	72,255	628,281	551,408	-	551,408	88%	515,095
	Elections	3,168	37,728	32,227	-	32,227	85%	220,600
	COUNCIL SVCS & RECORDS MGMT	75,423	666,009	583,634	-	583,634	88%	735,695
	FINANCE	212,564	2,802,016	2,277,655	521,591	2,799,246	100%	1,950,773
	TOTAL ADMINISTRATION	554,614	6,769,162	5,791,939	651,868	6,443,807	95%	5,393,611
II. COMMUNITY SERVICES								
	Membership Services & Rec. Programs	966,381	7,268,962	7,398,284	39,947	7,438,231	102%	6,460,507
	Recreation Facility Rentals	62,323	573,524	608,510	-	608,510	106%	513,021
	Innovative Transit	129,133	850,612	681,314	153,886	835,200	98%	562,148
	Community Services	80,485	672,192	654,219	3,245	657,464	98%	566,041
	Park Maintenance	270,469	1,567,049	1,310,006	1,220	1,311,227	84%	1,172,132
	Environmental Services	124,553	907,406	545,297	9,255	554,553	61%	243,919
	Countywide Solid Waste Program	72,441	472,354	445,731	-	445,731	94%	375,622
	Street Maintenance	553,823	3,025,578	2,890,673	795	2,891,468	96%	2,465,564
	Downtown Maintenance	61,135	345,237	299,234	971	300,205	87%	205,817
	Cable Television	7,031	74,940	87,760	-	87,760	117%	59,092
	COMMUNITY SERVICES	2,327,774	15,757,854	14,921,028	209,320	15,130,349	96%	12,623,861
	CODE COMPLIANCE	34,876	340,153	303,011	-	303,011	89%	200,669
	INFRASTRUCTURE PLANNING & CONGESTION MGMT	40,868	415,141	421,425	-	421,425	102%	403,782
	ECONOMIC DEVELOPMENT PROGRAMS	273,115	1,267,792	1,159,367	97,569	1,256,936	99%	781,588
	TOTAL COMMUNITY SERVICES	2,676,633	17,780,940	16,804,831	306,890	17,111,720	96%	14,009,900
III. PUBLIC SAFETY								
	POLICE							
	PD Administration	152,767	1,735,700	1,630,709	-	1,630,709	94%	1,601,575
	Field Operations	1,310,248	11,210,613	11,597,317	428,348	12,025,665	107%	10,312,068
	Support Services	255,749	3,586,324	2,794,605	593,800	3,388,405	94%	2,763,535
	Emergency Services/Haz Mat	26,213	222,865	251,800	-	251,800	113%	234,847
	Special Operations	312,685	4,098,765	3,574,490	-	3,574,490	87%	3,993,423
	Dispatch Services	246,183	2,201,937	2,122,186	-	2,122,186	96%	2,140,588
	POLICE	2,303,845	23,056,204	21,971,107	1,022,148	22,993,255	100%	21,046,037
	FIRE	774,028	9,139,905	9,064,553	-	9,064,553	99%	8,274,754
	TOTAL PUBLIC SAFETY	3,077,873	32,196,109	31,035,660	1,022,148	32,057,808	100%	29,320,791
IV. TRANSFERS								
	Other	1,508,647	3,983,767	3,983,767	-	3,983,767	100%	4,647,315
	TOTAL TRANSFERS	1,508,647	3,983,767	3,983,767	-	3,983,767	100%	4,647,315
	TOTAL GENERAL FUND	7,817,768	60,729,978	57,616,197	1,980,906	59,597,103	98%	53,371,616



City of Morgan Hill
Year to Date Expenses - Fiscal Year 2023-24
For the Month Ended June 30, 2024
100% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIOR YTD
SPECIAL REVENUE FUNDS								
202	STREET MAINTENANCE	335,427	954,952	832,868	-	832,868	87%	795,009
205	PUBLIC SAFETY/SUPP.LAW	107	101,289	101,289	-	101,289	100%	101,252
206	DEVELOPMENT SERVICES FUND							
	Planning	153,991	1,847,544	1,641,803	-	1,641,803	89%	1,633,968
	Building	188,741	2,563,441	2,416,359	-	2,416,359	94%	2,271,558
	Engineering	119,945	1,974,680	1,689,839	38,375	1,728,214	88%	1,888,487
206	DEVELOPMENT SERVICES FUND	462,676	6,385,665	5,748,000	38,375	5,786,375	91%	5,794,013
207	LONG RANGE PLANNING	86,078	1,581,133	851,453	-	851,453	54%	863,145
215/216	CDBG	7	83	83	-	83	100%	81
225	ASSET SEIZURE	65	782	782	-	782	100%	759
229	LIGHTING AND LANDSCAPE	39,618	234,554	180,984	-	180,984	77%	192,937
230	COMMUNITY FACILITIES DISTRICT	3,050	41,249	43,146	-	43,146	105%	33,375
232	ENVIRONMENT PROGRAMS	194,152	561,335	585,661	749	586,409	104%	471,708
234	MOBILE HOME PARK	76	907	907	-	907	100%	881
236	HOUSING MITIGATION	224,669	1,541,126	1,059,802	121,693	1,181,495	77%	838,929
240	EMPLOYEE ASSISTANCE	79	20,946	4,446	-	4,446	21%	10,113
246	COUNTYWIDE SOLID WASTE PROGRAM	371,405	2,078,493	1,936,502	130,818	2,067,321	99%	1,518,080
255	HOUSING SUCCESSOR AGENCY	54,785	1,172,110	1,167,626	-	1,167,626	100%	1,159,781
TOTAL SPECIAL REVENUE FUNDS		1,772,194	14,674,624	12,513,549	291,635	12,805,185	87%	11,798,720
CAPITAL PROJECT FUNDS								
301	PARK DEVELOPMENT	31,461	2,475,298	560,745	591,713	1,152,458	47%	1,398,501
302	PARK MAINTENANCE	54,167	660,850	650,217	-	650,217	98%	656,345
303	LOCAL DRAINAGE	42,338	7,119,361	3,066,416	1,266,068	4,332,483	61%	919,801
304	LOCAL DRAIN. NON-AB1600	15,096	410,006	194,061	-	194,061	47%	136,624
306	AGRICULTURE & OPEN SPACE PRESERVATIK	8,133	247,600	97,600	-	97,600	39%	125,854
308	STREET CIP	23,335	5,499,004	4,753,766	386,092	5,139,858	93%	7,041,634
309	TRAFFIC IMPACT	193,295	6,133,049	1,320,832	2,791,992	4,112,823	67%	6,113,598
315	PUBLIC SAFETY FACILITIES IMPACT	1,577,232	11,717,604	5,544,146	6,126,879	11,671,025	100%	880,168
346	PUBLIC FAC.NON AB1600	77,837	3,408,156	1,161,417	826,251	1,987,668	58%	319,392
347	PUBLIC FACILITIES IMPACT	2,440	279,278	131,878	-	131,878	47%	29,154
348	LIBRARY IMPACT	18,529	222,349	222,349	-	222,349	100%	222,919
350	UNDERGROUNDING	98	1,194,738	139,438	138,263	277,701	23%	1,141
355	SCHOOL PEDESTRIAN & TRAFFIC SAFETY	94,665	916,562	124,380	-	124,380	14%	76,806
360	COMM/REC CENTER IMPACT	1,331	2,794,248	239,174	523,062	762,236	27%	851,988
375	QUIMBY FEE	113,253	1,403,605	470,781	191,265	662,046	47%	689,870
TOTAL CAPITAL PROJECTS FUNDS		2,253,210	44,481,708	18,677,199	12,841,585	31,518,784	71%	19,463,796
DEBT SERVICE FUNDS								
420	CIVIC CENTER DEBT	270	290,852	288,021	-	288,021	99%	292,166
441	POLICE FACILITY BOND DEBT	358	387,792	390,622	-	390,622	101%	387,509
TOTAL DEBT SERVICE FUNDS		628	678,644	678,643	-	678,643	100%	679,674



City of Morgan Hill
Year to Date Expenses - Fiscal Year 2023-24
For the Month Ended June 30, 2024
100% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIOR YTD
ENTERPRISE FUNDS								
SEWER								
640	WASTEWATER OPERATIONS	2,427,697	15,555,361	14,851,367	24,217	14,875,584	96%	15,968,899
641	WASTEWATER CAPITAL EXPANSION	1,619,780	26,223,607	11,997,334	2,714,905	14,712,239	56%	10,605,746
642	WASTEWATER RATE STABILIZATION	156	1,872	1,872	-	1,872	100%	1,818
643	WASTEWATER CAPITAL PROJECTS	1,325,908	17,522,286	4,915,223	857,218	5,772,441	33%	14,153,602
TOTAL SEWER FUND(S)		5,373,541	59,303,126	31,765,796	3,596,340	35,362,135	60%	40,730,064
WATER								
	Water Operations	1,631,733	18,480,381	17,249,374	3,854	17,253,228	93%	14,665,171
	Utility Billing	142,189	1,192,638	1,248,992	49,232	1,298,224	109%	1,013,592
	Water Conservation	247,615	644,730	576,484	49,180	625,664	97%	283,819
650	WATER OPERATIONS	2,021,537	20,317,749	19,074,850	102,266	19,177,116	94%	15,962,583
651	WATER CAPITAL EXPANSION	60,917	2,479,364	795,497	62,239	857,736	35%	710,293
652	WATER RATE STABILIZATION	117	1,403	1,403	-	1,403	100%	1,362
653	WATER-CAPITAL PROJECTS	261,584	16,010,730	3,314,825	473,949	3,788,774	24%	1,779,667
TOTAL WATER FUND(S)		2,344,155	38,809,246	23,186,575	638,454	23,825,030	61%	18,453,904
TOTAL ENTERPRISE FUNDS		7,717,696	98,112,372	54,952,371	4,234,794	59,187,165	60%	59,183,968
INTERNAL SERVICE FUNDS								
730	INFORMATION SYSTEMS	313,357	2,683,931	2,632,807	26,094	2,658,901	99%	2,254,678
740	BUILDING MAINTENANCE	205,250	1,781,790	1,590,162	10,165	1,600,327	90%	1,477,630
741	BUILDING REPLACEMENT	31,678	1,501,100	252,461	242,848	495,309	33%	228,189
745	CIP ADMINISTRATION	204,210	2,061,046	1,991,818	-	1,991,818	97%	1,857,954
760	UNEMPLOYMENT	-	15,000	26,644	-	26,644	178%	18,358
770	WORKERS COMPENSATION	14,663	1,048,265	826,915	-	826,915	79%	695,816
790	EQUIPMENT REPLACEMENT	281,157	1,245,240	998,754	179,921	1,178,674	95%	600,443
791	EMPLOYEE BENEFITS FUND	51,583	750,000	695,892	-	695,892	93%	734,156
795	GEN. LIABILITY INSURANCE	67,583	2,551,193	2,692,873	-	2,692,873	106%	1,876,203
TOTAL INTERNAL SERVICE FUNDS		1,169,481	13,637,565	11,708,326	459,028	12,167,354	89%	9,743,427
REPORT TOTAL		\$ 20,730,978	\$ 232,314,891	\$ 156,146,285	\$ 19,807,948	\$ 175,954,233	76%	\$ 154,241,202



City of Morgan Hill
Fund Activity Summary - Fiscal Year 2023-24
For the Month Ended June 30, 2024
100% 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	\$ 33,224,036	\$ 55,491,089	104%	\$ 57,616,197	95%	\$ (2,125,108)	\$ 1,980,906	\$ 29,118,023
TOTAL GENERAL FUND		\$ 33,224,036	\$ 55,491,089	104%	\$ 57,616,197	95%	\$ (2,125,108)	\$ 1,980,906	\$ 29,118,023
202	STREET MAINTENANCE	68,927	\$ 836,675	88%	\$ 832,868	94%	\$ 3,807	\$ -	\$ 72,734
205	PUBLIC SAFETY/SUPPL. LAW	319,867	196,596	193%	101,289	86%	95,307	-	415,174
206	DEVELOPMENT SERVICES	(426,677)	6,018,183	95%	5,748,000	90%	270,183	38,375	(194,869)
207	LONG RANGE PLANNING	1,276,770	895,689	88%	851,453	54%	44,236	-	1,321,006
215 / 216	CDBG	30,767	1,817	559%	83	100%	1,734	-	32,501
225	ASSET SEIZURE	102,496	2,781	214%	782	100%	1,999	-	104,495
229	LIGHTING AND LANDSCAPE	191,949	205,040	103%	180,984	77%	24,056	-	216,005
230	COMMUNITY FACILITIES DISTRICT	150,651	55,015	145%	43,146	105%	11,869	-	162,520
232	ENVIRONMENTAL PROGRAMS	328,270	601,755	102%	585,661	104%	16,094	749	343,615
234	MOBILE HOME PK RENT STAB.	76,297	5,639	966%	907	100%	4,732	-	81,029
235	SENIOR HOUSING	239,361	-	n/a	-	n/a	-	-	239,361
236	HOUSING MITIGATION	5,698,654	3,724,761	84%	1,059,802	69%	2,664,959	121,693	8,241,920
240	EMPLOYEE ASSISTANCE	61,893	8,397	40%	4,446	21%	3,951	-	65,844
246	COUNTYWIDE SOLID WASTE	239,294	2,111,570	281%	1,936,502	93%	175,068	130,818	283,544
247	ENVIRONMENT REMEDIATION	140,690	3,822	281%	-	n/a	3,822	-	144,512
255	HOUSING SUCCESSOR AGENCY	4,001,427	297,953	125%	1,167,626	100%	(869,673)	-	3,131,754
TOTAL SPECIAL REVENUE FUNDS		\$ 12,500,636	\$ 14,965,694	94%	\$ 12,513,549	85%	\$ 2,452,145	\$ 291,635	\$ 14,661,146
301	PARK DEV. IMPACT FUND	\$ 1,426,990	\$ 1,211,433	60%	\$ 560,745	23%	\$ 650,689	\$ 591,713	\$ 1,485,965
302	PARK MAINTENANCE	2,489,205	376,023	104%	650,217	98%	(274,193)	-	2,215,012
303	LOCAL DRAINAGE	11,817,863	579,487	129%	3,066,416	43%	(2,486,929)	1,266,068	8,064,867
304	LOCAL DRAINAGE/NON-AB1600	1,343,736	38,374	124%	194,061	47%	(155,687)	-	1,188,049
306	AG. AND OPEN SPACE PRESERVATION	541,496	228,682	5666%	97,600	39%	131,082	-	672,578
308	STREET CIP	4,078,203	4,939,901	110%	4,753,766	86%	186,136	386,092	3,878,246
309	TRAFFIC IMPACT FUND	3,727,580	1,397,896	109%	1,320,832	22%	77,064	2,791,992	1,012,653
315	PUBLIC SAFETY FACILITIES IMPACT	3,050,728	941,529	117%	5,544,146	47%	(4,602,617)	6,126,879	(7,678,768)
346	PUBLIC FACILITIES NON-AB1600	2,943,797	306,204	32%	1,161,417	34%	(855,213)	826,251	1,262,333
347	PUBLIC FACILITIES IMPACT FUND	1,099,809	344,472	195%	131,878	47%	212,594	-	1,312,403
348	LIBRARY IMPACT FUND	1,408,238	1,065,706	162%	222,349	100%	843,357	-	2,251,595
350	UNDERGROUNDING	1,626,301	264,304	1174%	139,438	12%	124,866	138,263	1,612,904
355	SCHOOL PEDESTRIAN/TRAFFIC SFTY	92,077	32,303	7%	124,380	14%	(92,077)	-	0
360	COMM/REC CTR IMPACT FUND	992,228	1,566,161	137%	239,174	9%	1,326,987	523,062	1,796,154
375	QUIMBY FEE	1,621,885	2,912,373	477%	470,781	34%	2,441,591	191,265	3,872,212
TOTAL CAPITAL PROJECT FUNDS		\$ 38,260,136	\$ 16,204,849	120%	\$ 18,677,199	42%	\$ (2,472,350)	\$ 12,841,585	\$ 22,946,202
420	CIVIC CENTER DEBT	\$ 175,864	\$ 295,196	101%	\$ 288,021	99%	\$ 7,175	\$ 130	\$ 182,909
441	POLICE FACILITY BOND DEBT	166,725	388,049	100%	390,622	101%	(2,573)	165	163,987
TOTAL DEBT SERVICE FUNDS		\$ 342,589	\$ 683,245	101%	\$ 678,643	100%	\$ 4,602	\$ 295	\$ 346,896
640	WASTEWATER OPERATIONS	\$ 4,670,817	\$ 15,223,221	98%	\$ 14,851,367	95%	\$ 371,854	24,217	5,018,454
641	WASTEWATER IMPACT FUND*	21,350,081	8,826,234	199%	11,997,334	46%	(3,171,100)	2,714,905	15,464,076
642	WASTEWATER RATE STABILIZATION	2,799,081	274,724	143%	1,872	100%	272,852	-	3,071,933
643	WASTEWATER CAPITAL PROJECTS	15,601,623	6,564,138	126%	4,915,223	28%	1,648,915	857,218	16,393,320
650	WATER OPERATIONS	4,444,824	18,730,734	95%	19,074,850	94%	(344,115)	102,266	3,998,443
651	WATER IMPACT FUND*	2,969,960	1,689,759	97%	795,497	32%	894,262	62,239	3,801,983
652	WATER RATE STABILIZATION	3,183,868	91,405	n/a	1,403	100%	90,002	-	3,273,870
653	WATER -CAPITAL PROJECT	15,548,298	6,362,648	92%	3,314,825	21%	3,047,823	473,949	18,122,172
TOTAL ENTERPRISE FUNDS		\$ 70,568,552	\$ 57,762,865	107%	\$ 54,952,371	56%	\$ 2,810,494	\$ 4,234,794	\$ 69,144,252
730	INFORMATION SERVICES	\$ 793,101	\$ 2,496,073	100%	\$ 2,632,807	98%	\$ (136,734)	\$ 26,094	\$ 630,273
740	BUILDING MAINTENANCE	7,256	1,677,525	100%	1,590,162	89%	87,364	10,165	84,455
741	BUILDING REPLACEMENT	4,309,501	956,766	111%	252,461	17%	704,306	242,848	4,770,958
745	CIP ENGINEERING	9,209	1,152,211	56%	1,991,818	97%	(839,607)	-	(830,398)
760	UNEMPLOYMENT	303,137	7,735	263%	26,644	178%	(18,909)	-	284,228
770	WORKERS COMPENSATION	2,152,498	1,013,688	102%	826,915	79%	186,773	30,000	2,309,271
790	EQUIPMENT REPLACEMENT	7,665,968	1,938,196	112%	998,754	80%	939,443	179,921	8,425,490
791	EMPLOYEE BENEFITS FUNDS	(124,893)	854,995	101%	695,892	93%	159,103	-	34,210
795	GEN. LIABILITY INSURANCE	932,477	2,110,944	100%	2,692,873	106%	(581,929)	-	350,548
TOTAL INTERNAL SERVICE FUNDS		\$ 16,048,254	\$ 12,208,135	96%	\$ 11,708,326	86%	\$ 499,809	\$ 489,028	\$ 16,059,035

 CITY OF MORGAN HILL		City of Morgan Hill Fund Activity Summary - Fiscal Year 2023-24 For the Month Ended June 30, 2024 100% of Year Complete										
		Beginning Fund Balance 07-01-23		Revenues YTD Actual		% of Budget		Expenses YTD Actual		% of Budget		Year to-Date Deficit or Carryover

SUMMARY BY FUND TYPE

GENERAL FUND GROUP	\$ 33,224,036	\$ 55,491,089	104%	\$ 57,616,197	95%	\$ (2,125,108)	\$ 1,980,906	\$ 29,118,023
SPECIAL REVENUE GROUP	12,500,636	14,965,694	94%	12,513,549	85%	2,452,145	291,635	14,661,146
DEBT SERVICE GROUP	342,589	683,245	101%	678,643	100%	4,602	295	346,896
CAPITAL PROJECTS GROUP	38,260,136	16,204,849	120%	18,677,199	42%	(2,472,350)	12,841,585	22,946,202
ENTERPRISE GROUP	70,568,552	57,762,865	107%	54,952,371	56%	2,810,494	4,234,794	69,144,252
INTERNAL SERVICE GROUP	16,048,254	12,208,135	96%	11,708,326	86%	499,809	489,028	16,059,035
TOTAL ALL GROUPS	\$ 170,944,203	\$ 157,315,877	105%	\$ 156,146,285	67%	\$ 1,169,592	\$ 19,838,242	\$ 152,275,553

For Enterprise Funds: Unrestricted fund balance = Fund balance net of fixed assets and long-term liabilities.
 *Unreserved fund balance includes bond proceeds reserved for projects listed in bond documents.
¹ Amount restricted for encumbrances, fixed asset replacement, long-term receivables, and bond reserves.

City Manager's Signature Authority

Contracts and Agreements Between \$25,000 to \$60,000 Entered From 4/16/2024 to 8/20/2024

Vendor Name	Description of Service	Begin Date	End Date	Department	Amount
Placer Labs, Inc	Subscription for location analytics	4/17/2024	4/17/2026	ED	\$25,000
Bay Print Solutions	Service Agreement- lease of equipment, software, services and supplies	5/5/2024	6/30/2028	E&U	\$55,000
Greenesport Association	Sports Officiating	5/5/2024	6/30/2025	PS	\$59,000
Boys and Girls Club of Silicon Valley	Afterschool and summer programs at Park Place	5/5/2024	6/30/2025	PS	\$46,350
Burke, Williams & Sorensen, LLP	Consultant Agreement for Legal Services	5/6/2024	6/30/2025	Housing	\$60,000
United Security Specialist, Inc	On-call security services at Community Christian Church inclement weather shelter	5/16/2024	6/30/2026	Housing	\$50,000
Keyser Marston Associates, Inc	Provide affordable housing and economic analysis assistance	6/5/2024	6/30/2026	Housing	\$50,000
Gaylord Dance Instruction	Youth dance classes and/or camps	6/10/2024	6/30/2026	Rec	\$25,000
South Bay Youth Sports DBA Skyhawks Sports Academy	Youth sports classes and camps	6/10/2024	6/30/2025	Rec	\$60,000
Island Kids LLC.	Youth science camps and/or classes	6/10/2024	6/30/2026	Rec	\$40,000
Al Ganir Tennis	Youth and adult tennis classes and/or camps	6/10/2024	6/30/2026	Rec	\$30,000
Nanogen Science & Services, LLC dba Mad Science of the Bay Area	Youth science camps and/or classes	6/10/2024	6/30/2026	Rec	\$40,000
American Self Defense Academy	Youth and Adult Self Defense, Karate and Kempo Classes	6/10/2024	6/30/2026	Rec	\$50,000
AllCode Academy, LLC DBA AllCode Academy	Youth coding classes and camps	6/10/2024	6/30/2026	Rec	\$30,000
Wanda S. Marshall	Youth and adult tap classes	6/13/2024	6/30/2026	Rec	\$30,000
Tessa's Blissful Ballroom Studio	Youth and adult dance classes and/or camp	6/13/2024	6/30/2026	Rec	\$40,000
Andrew Merovich DBA Brick Tech	Youth LEGO Camps and Classes	6/13/2024	6/30/2026	Rec	\$40,000
Articulate Solutions, Inc.	Graphic Design Services	6/15/2024	6/30/2026	ED	\$30,000
MNS Engineers, Inc	On-Call Map Review and City Surveyor Services	6/25/2024	6/30/2027	E&U	\$39,000
Ruggeri-Jensen-Azar	On-Call Map Review and City Surveyor Services	6/25/2024	6/30/2027	E&U	\$39,000
South County Compassion Center	Case management services for MH Safe "Focus" program	6/25/2024	6/30/2025	Housing	\$60,000
Maker Nexus	Organize and implement countywide repair events	6/25/2024	6/30/2025	E&U	\$43,750
Cotton, Shires and Associates Inc	Provide Geologic and geotechnical peer review	6/25/2024	6/30/2026	DS	\$60,000
Artic Wolf/ Savant	Cybersecurity	6/28/2024	6/30/2025	PD	\$58,307
VertexOne Software, LLC. DbA WaterSmart Software, Inc	Provide a comprehensive suite of water conservation reports	7/9/2024	6/30/2025	PS	\$58,000
AlterTech Solutions, LLC	Technical Support for Cityworks work order software	7/11/2024	6/30/2025	PS	\$25,000
GVP Ventures, Inc. dba Bob Murray & Associates	Recruitment services for Morgan Hill's Housing Director Position	7/22/2024	6/30/2025	Admin	\$25,500
Renne Public Law Group	Providing grant review and writing services	8/7/2024	6/30/2025	PS	\$60,000
Knorr Systems Intl, LLC	AC Competition Pool LED Lights	8/9/2024	11/15/2024	PS	\$31,479