



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, November 20, 2024 6:00 PM

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

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

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.

As a courtesy, and technology permitting, members of the public may attend online. However, the City cannot guarantee that the public's access to online technology will be uninterrupted, and technical difficulties may occur from time to time. Unless required by the Ralph M. Brown Act, the meeting will continue despite technical difficulties for participants using the online option.

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.

CALL TO ORDER

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Council Member Martinez Beltran

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

OTHER REPORTS

PUBLIC COMMENT

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

ADOPTION OF AGENDA

CONSENT CALENDAR

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

1. ACCEPT COMMUNITY PARK PICKLEBALL COURTS PROJECT

Recommendation:

1. Accept as complete the Community Park Pickleball Courts Project;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

2. APPROVE ACQUISITION OF EASEMENT FROM THE CITY OF GILROY FOR THE RELIEF SEWER TRUNK LINE

Recommendation:

1. Authorize the City Manager to acquire an easement from the City of Gilroy for property for the City's future relief sewer trunk line; and
2. Authorize the City Manager to execute all documents and make minor modifications, with approval of the City Attorney, as necessary in order to consummate the transaction.

3. ADOPT WEED ABATEMENT RESOLUTION

Recommendation:

Adopt resolution declaring weeds and brush to be a nuisance and setting the hazardous vegetation public hearing for January 15, 2025.

4. APPROVAL OF MANAGEMENT, PROFESSIONAL, AND CONFIDENTIAL EMPLOYEES RESOLUTION, ELECTED OFFICIALS AND COUNCIL APPOINTED AND PART-TIME TEMPORARY AND SEASONAL EMPLOYEES SALARY SCHEDULES

Recommendation:

1. Approve the Management, Professional, and Confidential Employees Resolution effective December 22, 2024;
2. Approve the Part-Time Temporary and Seasonal Employees salary schedule effective December 22, 2024; and
3. Approve the Elected Officials and Council Appointed salary schedules effective June 23, 2024 and December 11, 2024.

5. **APPROVE AMENDMENT TO PROPERTY USE AGREEMENT WITH THE SANTA CLARA VALLEY HABITAT AGENCY**

Recommendation:

Authorize the City Manager to execute a property use agreement amendment with the Santa Clara Valley Habitat Agency.

6. **APPROVE CODE OF CONDUCT FOR PUBLIC MEETINGS IN THE COUNCIL CHAMBER AND CONFERENCE ROOMS**

Recommendation:

Approve City Council Policy, "Code of Conduct for Public Meetings in the Council Chamber and Conference Rooms."

7. **APPROVE COMMUNITY PLAYHOUSE LICENSE AGREEMENT WITH SOUTH VALLEY CIVIC THEATRE**

Recommendation:

Authorize the City Manager to execute and administer the license agreement through December 2027 with South Valley Civic Theatre.

8. **APPROVE FIRST AMENDMENT TO THE CONSULTANT AGREEMENT WITH ENGEIO, INC. FOR DESIGN PROFESSIONALS TO INCREASE THE AMOUNT BY \$150,000 FOR A TOTAL AGREEMENT OF \$550,000**

Recommendation:

1. Approve the first amendment to the consultant agreement for design professionals with Engeo, Inc. to increase the amount by \$150,000 for a total agreement of \$550,000; and
2. Authorize the City Manager to execute and administer the first amendment with Engeo, Inc.

9. **APPROVE THE EASEMENT ACQUISITION FROM SANTA CLARA COUNTY FOR THE NEW BUTTERFIELD FIRE STATION**

Recommendation:

1. Authorize the City Manager to acquire an easement from Santa Clara County for access to the City's new Fire Station on Butterfield Boulevard; and
2. Authorize the City Manager to execute all documents and make minor modifications, with approval of the City Attorney, as necessary in order to consummate the transaction.

10. **APPROVE THE NOVEMBER 6, 2024 CITY COUNCIL MEETING MINUTES**

Recommendation:
Approve minutes.

11. **AUTHORIZE PURCHASE OF FIRE DEPARTMENT REPLACEMENT VEHICLE INCLUDING THE OUTFITTING OF EMERGENCY EQUIPMENT**

Recommendation:

1. Recognize an insurance proceed payout of \$24,301 for the replacement of the Fire Department vehicle F12001;
2. Amend the Adopted Fiscal Year (FY) 2024-25 Budget in the Equipment Replacement Fund (Fund 790), appropriating \$97,770, which includes a 10% contingency of \$8,889, for the purchase and outfitting of replacement vehicle F12001 with a 2024 Ford F250 Truck for the Fire Department; and
3. Authorize the City Manager to execute and administer the associated purchase agreement.

12. **AUTHORIZE THE CITY MANAGER TO ENTER INTO A NEW AGREEMENT WITH SUN RIDGE SYSTEMS, INC. FOR COMPUTER AIDED DISPATCH (CAD) AND RECORDS MANAGEMENT SYSTEM (RMS) IN THE AMOUNT OF \$779,484**

Recommendation:

Authorize the City Manager to execute and administer an agreement with RIMS Law Enforcement Records Management System by Sun Ridge Systems, Inc. for a new CAD/RMS.

13. **AWARD A WATER USE DATA TRACKING MANAGEMENT AND COMMUNICATION SOFTWARE AGREEMENT TO AQUATRAX IN THE AMOUNT OF \$175,000**

Recommendation:

1. Authorize the City Manager to execute an agreement for \$175,000 with Aquatrax for use of their customer water use data tracking management and communication platform for a 5-year term; and
2. Authorize the City Manager to approve minor scope adjustments prior to entering into the final Aquatrax contract.

14. **AWARD CONTRACT TO APEX COMPANIES, LLC FOR THE INSTALLATION OF SMALL TRASH CAPTURE DEVICES IN THE AMOUNT OF \$287,000**

Recommendation:

1. Approve the Installation of Small Trash Capture Devices Project plans and specifications;

2. Award contract to Apex Companies, LLC for the Installation of Small Trash Capture Devices Project in the amount of \$287,000;
3. Authorize expenditures of construction contingency not to exceed \$28,700; and
4. Authorize the City Manager to execute and administer the construction contract with Apex Companies, LLC.

15. AWARD CONTRACT TO EURO STYLE MANAGEMENT FOR THE 2025 ENCINO TANK REHAB PROJECT IN THE AMOUNT OF \$780,850

Recommendation:

1. Award contract to Euro Style Management for the 2025 Encino Tank Rehab Project in the amount of \$780,850;
2. Authorize expenditure of construction contingency funds not to exceed \$78,085; and
3. Authorize the City Manager to execute and administer the construction contract with Euro Style Management.

16. RECEIVE REPORT REGARDING UPCOMING 2025 COMMISSION VACANCIES PER MADDY ACT

Recommendation:

Receive report.

PUBLIC HEARINGS

17. CERTIFY THE ENVIRONMENTAL IMPACT REPORT, ADOPT FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS AND INTRODUCE ORDINANCE CREATING A PLANNED DEVELOPMENT AND MASTER PLAN FOR 320 NEW RESIDENTIAL LOTS OF VARYING SIZES ON A 69.4-ACRE SITE LOCATED ON THE NORTHWEST QUADRANT OF HILL ROAD AND BARRETT AVENUE IDENTIFIED BY APN: 817-20-031

Recommendation:

1. Open/close public hearing;
2. Adopt a Resolution certifying the Environmental Impact Report (EIR), approve the Mitigation Monitoring and Reporting Program prepared for the project, and adopt Findings of Fact and Statement of Overriding Considerations;
3. Waive the first and second reading of the Ordinance for a Zoning Amendment to create a Planned Development with Standards and Master Plan; and

4. Introduce an Ordinance for a Zoning Amendment to create a Planned Development with Standards and Master Plan.

18. INTRODUCE ORDINANCE (ZA2024-0003) ESTABLISHING CHAPTER 18.78 (STANDARDS FOR PUBLIC ARTS) WITHIN TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING THE REQUIREMENT OF PUBLIC ART IN NEW LAND DEVELOPMENT PROJECTS

Recommendation:

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

OTHER BUSINESS

19. APPROVE THE RENAMING OF MORGAN HILL DOWNTOWN AMPHITHEATER IN HONOR OF COMMUNITY VOLUNTEER RICH FIRATO

Recommendation:

Approve or do not approve the renaming of the Morgan Hill Downtown Amphitheater to the Rich Firato Downtown Amphitheater.

20. REVIEW AND APPROVE TRANSPORTATION MASTER PLAN

Recommendation:

1. Review and provide comments on Transportation Master Plan; and
2. Approve Transportation Master Plan.

FUTURE COUNCIL INITIATED AGENDA ITEMS

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

CLOSED SESSION

Conference with Legal Counsel – Existing Litigation (§ 54956.9)

William Norman v. City of Morgan Hill: Workers Compensation Claim
Nos. MHL1500009 & MHL2400009

OPPORTUNITY FOR PUBLIC COMMENT

ADJOURNMENT

November 20, 2024

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 you wish to address the City Council on any other item of interest to the public, you may do so during the public comment portion of the meeting following the same procedure described above. Please limit your comments to three (3) minutes or less.

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

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

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

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

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

SUSTAINABLE MORGAN HILL



Vision

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

Choose Morgan Hill

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

Strategic Priorities 2024-2025

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

City Council Ongoing Priorities

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

CITY COUNCIL STAFF REPORT

MEETING DATE: November 20, 2024

PREPARED BY:

Yat Cho, Senior Project Manager

APPROVED BY: City Manager

ACCEPT COMMUNITY PARK PICKLEBALL COURTS PROJECT

RECOMMENDATION(S)

1. Accept as complete the Community Park Pickleball Courts Project;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Maintaining and Enhancing Infrastructure

Supporting our Youth, Seniors, and Entire Community

2024-2025 Strategic Priorities

Economic Development and Tourism

Guiding Documents

Bikeways, Trails, and Recreation Master Plan

REPORT NARRATIVE:

On October 4, 2023, the Community Park Pickleball Courts Project was awarded to EF&S Concrete, Inc. in the amount of \$307,120 with a contingency of \$61,424. The project included the installation of four regulation outdoor pickleball courts with the necessary court surfacing, striping, fencing, and other miscellaneous work to the Community Park pickleball courts (Attachment 1 - Vicinity Map).

The project began in November 2023 and was substantially completed in October 2024. Two change orders were authorized in the amount of \$14,120 due to unforeseen conditions and additional work (Attachment 2).

The final construction contract with EF&S Concrete, Inc. is \$321,240. Staff recommends the acceptance of this project as it is complete in accordance with the plans and specifications and directs the City Clerk to file the Notice of Completion (Attachment 3).

COMMUNITY ENGAGEMENT:

Involve and Inform

Prior to and during construction, staff informed the community regarding the progress of this project through media, social media, and the City's website. The Morgan Hill Pickleball Club was informed of the progress of the project and an opening ceremony was held on September 7, 2024.

ALTERNATIVE ACTIONS:

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

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- On March 15, 2022, City Parks and Recreation Commission provided input on interim locations and long term development options.
- On June 15, 2022, City Council adopted the FY2022-23 through 2027-28 Capital Improvement Program Budget.
- On October 18, 2022, City Parks and Recreation Commission recommended the priority location for future pickleball courts.
- On October 4, 2023, City Council awarded Community Park Pickleball Courts Project to EF&S Concrete, Inc.

FISCAL AND RESOURCE IMPACT:

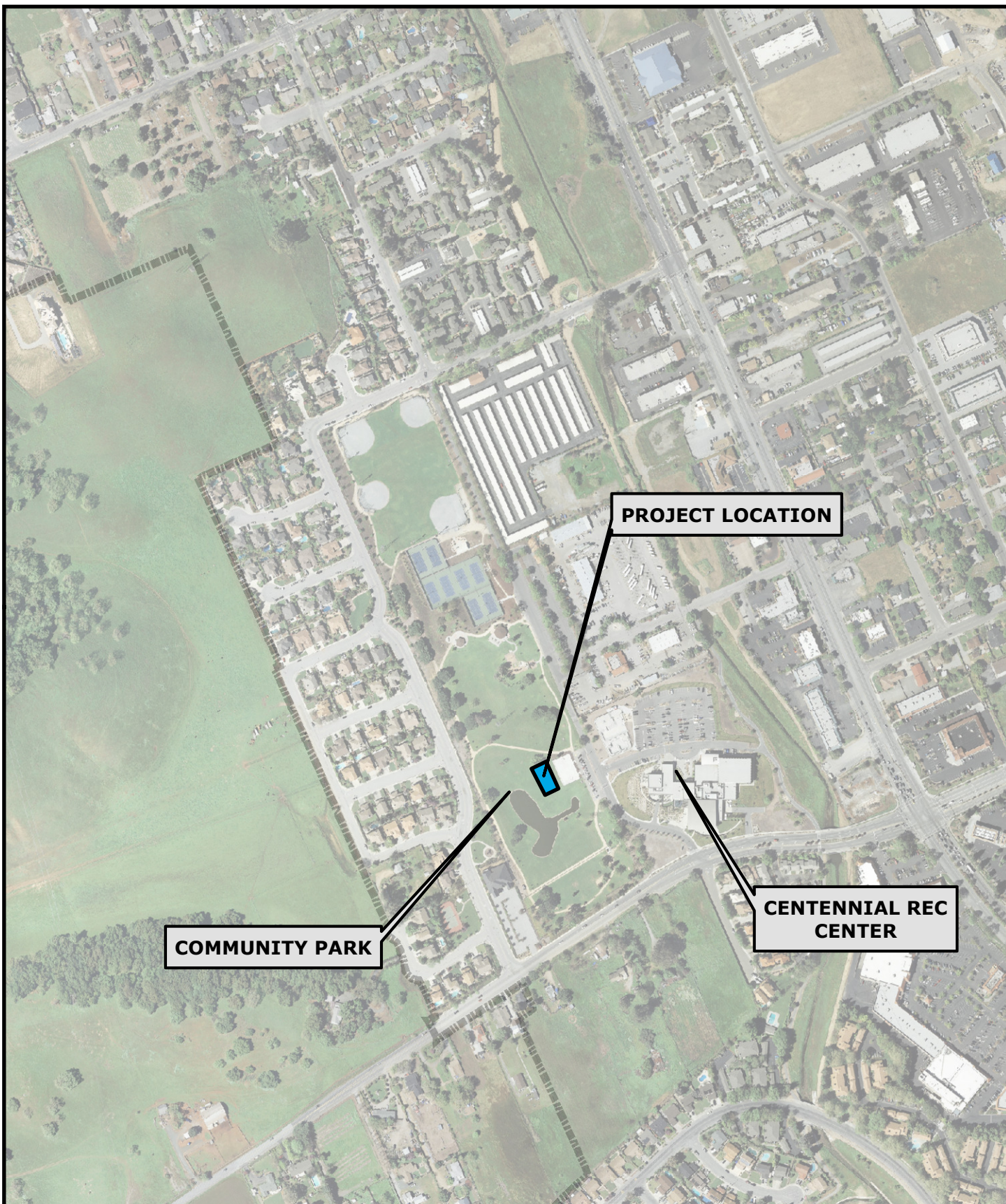
The final contract amount for the Community Park Pickleball Courts Project is \$321,240. The project was awarded to EF&S Concrete, Inc. in the amount of \$307,120 with an authorized contingency of \$61,424 (Total of \$368,544). The project is funded in the adopted FY23-24 Capital Improvement Program budget, under Project #118020, funded by the Quimby Fee Fund (375).

The unspent balance of \$47,304 will be returned to the Quimby Fee Fund (375).

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.



CITY OF MORGAN HILL

**Public Services Department
Capital Improvement Division**

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**MORGAN HILL COMMUNITY
PARK PICKLEBALL COURTS
PROJECT**



0 187.5 375 750 1,125 1,500
Feet

CIP Contract Acceptance Funding Closeout Statement

Project:	Community Park Pickleball Courts Project		
Project No:	118020		
Date of Project Award:	1-Nov-23	Project Award Amount:	
Funding Source:	F375	Contingency Authorized:	
Date of Project Acceptance:	7-Jun-23	Total Authorized:	
		Actual Base Contract Spent:	

Change Orders			
	Description	Date	Council Approval Req'd? (Y/N)
C.O. #1:	Add Rebar for Edge Curbs not on Plans	8-Apr-24	N
C.O. #2:	Reroute Existing Irrigation Lines not on Plans	8-Jul-24	N
			Total C.O.:

Additional Appropriations		
Source	Amount	Date
None		

	Total Construction Amount (Base Contract plus CO's):
Construction Fund Balance:	\$47,303.61

\$307,120
\$61,424
\$368,544
\$307,120

\$6,370.39
\$7,750.00
\$14,120.39

\$321,240.39

Recording Requested By:

When Recorded Mail To:

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION

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

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the Owner or agent of the Project described below.
2. Owner's full name is City of Morgan Hill.
3. Owner's address is 17575 Peak Avenue Morgan Hill, CA 95037.
4. The nature of Owner's interest in the Project is:
XX Fee ownership ___ Lessee ___ Other: _____
5. Construction work on the Project performed on Owner's behalf is generally described as follows: Construction of a Pickleball Court at Community Park
6. The name of the original Contractor for the Project is: EF&S Concrete, Inc.
7. The Project was completed on: November 20, 2024.
8. The Project is located at: 251 Edmundson Avenue Morgan Hill, CA 95037.

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

Signature

Date

Scott Creer – City Engineer

CITY COUNCIL STAFF REPORT

MEETING DATE: November 20, 2024

PREPARED BY:

Chris Ghione, Public Services Director

APPROVED BY: City Manager

APPROVE ACQUISITION OF EASEMENT FROM THE CITY OF GILROY FOR THE RELIEF SEWER TRUNK LINE

RECOMMENDATION(S)

1. Authorize the City Manager to acquire an easement from the City of Gilroy for property for the City's future relief sewer trunk line; and
2. Authorize the City Manager to execute all documents and make minor modifications, with approval of the City Attorney, as necessary in order to consummate the transaction.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Protecting the Environment and Preserving Open Space and Agricultural Land

Maintaining and Enhancing Infrastructure

Guiding Documents

Morgan Hill 2035 General Plan

Wastewater System Master Plan

REPORT NARRATIVE:

As part of the Sewer Relief Trunk Line Project (Attachment 2 - Project Location), the City needs to obtain several sewer easements along the proposed sewer trunk alignment prior to completing the design. One easement is from the City of Gilroy, through the Gilroy Corporation Yard. The City has been working with Gilroy staff for the last several years to obtain the necessary easement and is bringing forward this item to the Council to finish this work. The proposed easement agreement is included as Attachment 1.

With this easement acquisition, only a single private easement remains. Staff is in the process of finalizing the acquisition of the sewer easement from the Nguyen Family and plans to seek City Council approval of the acquisition in the next two months.

COMMUNITY ENGAGEMENT:

Inform

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

ALTERNATIVE ACTIONS:

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

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

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

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

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

On November 16, 2022, City Council approved the acquisition of the Patel sewer easement for the Sewer Relief Trunk Line Project.

On August 23, 2024, City Council approved the acquisition of the Tsai sewer easement for the Sewer Relief Trunk Line Project.

On October 23, 2024, City Council approved the acquisition of the PG&E sewer easement for the Sewer Relief Trunk Line Project.

FISCAL AND RESOURCE IMPACT:

The City of Gilroy is currently not requesting reimbursement for the easement acquisition. Should this change, available funds are budgeted in the approved Fiscal Year 2024-25 through 2029-30 Capital Improvement Program under CIP WW3008 in the Sewer Impact Fund (641), and the purchase could be made under the City Manager purchasing authority.

CEQA (California Environmental Quality Act):

David J. Powers prepared an Initial Study and the City Council approved and certified a mitigated negative declaration for the sewer trunk line project at the December 15, 2021 City Council meeting.

Utility Easement Agreement (Sanitary Sewer Trunk Line)

A. RECITALS

A. The **CITY OF GILROY** (the "CITY" or "GRANTOR") is the owner of that certain real property located in the City of Gilroy, California, more particularly described on the attached Exhibit C, **APN 841-10-009 & 841-10-032** (the "GRANTOR Property").

B. The **CITY OF MORGAN HILL** ("CITY" or "GRANTEE") is the owner of that certain real property located in the vicinity of the GRANTOR Property, more particularly described on the attached Exhibit D (the "Benefitted Property"). The Benefitted Property shall also include any other real property acquired by the GRANTEE that is adjacent to the property described in Exhibit D, and upon such acquisition, all references to the "Benefitted Property" shall mean and include such additional real property.

C. The GRANTEE requires a sanitary sewer trunk line (the "Sanitary Sewer Trunk Line") to service the Benefitted Property and related infrastructure.

D. Portions of the sewer trunk line and related facilities necessary to service the Benefitted Property (collectively, the "Sanitary Sewer Facilities") are located on a portion of the GRANTOR Property consisting of a strip of land (the "Easement Area"), which is identified as the "Sewer Trunk Line Easement" on the legal description attached hereto as Exhibit A and on the plat attached hereto as Exhibit B, **APN 841-10-009 & 841-10-032**.

E. The CITY OF GILROY wishes to grant to the CITY OF MORGAN HILL a utility easement over and across the GRANTOR Property to and for the benefit of the Benefitted Property and to establish the GRANTEE's rights in and to the Sanitary Sewer Facilities, in accordance with the terms and conditions set forth below.

GRANT OF EASEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS

1.1 For all purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

(a) **"Agreement"** shall mean this Utility Easement Agreement.

(b) **"GRANTOR"** shall mean the CITY OF GILROY or its successor or assign or any successor-in-interest in ownership of the GRANTOR Property, **APN 841-10-009 & 841-10-032**.

(c) **"GRANTOR Parties"** shall mean GRANTOR or any of its agents, employees, affiliates, contractors, subcontractors, or other representatives.

(d) **"Utility Easement Owner"** shall mean the CITY OF MORGAN HILL or its successor or assign or any successor-in-interest in ownership of the Benefitted Property.

Utility Easement Agreement (Sanitary Sewer Trunk Line)

(e) **"Utility Easement Owner Parties"** shall mean the Utility Easement Owner or any of its agents, employees, affiliates, contractors, subcontractors, or other representatives.

2. GRANT OF UTILITY EASEMENT

2.1 Scope of Utility Easement. GRANTOR hereby grants and conveys to Utility Easement Owner a perpetual, non-exclusive easement over, upon, under, and through the GRANTOR Property, **APN 841-10-009 & 841-10-032** (the "Utility Easement"), for the benefit of the Benefitted Property for the right to:

(a) Install, use, maintain, repair, improve, reconstruct, upgrade, and/or operate the Sanitary Sewer Facilities within the Easement Area, which Sanitary Sewer Facilities shall be owned solely by the Utility Easement Owner. However, the Utility Easement Owner agrees that any such installation, use, maintenance, repair, improvement, reconstruction, upgrade, and/or operation shall be conducted in a good and workmanlike manner and in accordance with good engineering practices.

(b) **Emergency Access.** In the case of emergencies, the Utility Easement Owner is permitted to conduct emergency repairs immediately and notify the GRANTOR within 24 hours after the start of such work. For non-emergency work, the Utility Easement Owner shall provide at least five (5) business days written notice before commencing work within the Easement Area. Routine maintenance inspections do not require prior notice.

(c) Access, ingress, and egress to and from the Sanitary Sewer Facilities for any of the purposes described above.

2.2 Maintenance, Repair, and Replacement of Sanitary Sewer Facilities. The Utility Easement Owner shall be responsible, at its sole cost and expense, for the maintenance, repair, and replacement, if necessary, of the Sanitary Sewer Facilities. However, the GRANTOR shall be obligated to pay or reimburse the Utility Easement Owner for any and all damage (other than due to ordinary wear and tear) to the Sanitary Sewer Facilities caused by the negligence or wrongful acts of the GRANTOR Parties.

2.3 Restoration of GRANTOR Property. If any Utility Easement Owner Parties enter upon the GRANTOR Property, **APN 841-10-009 & 841-10-032**, for the installation, maintenance, repair, or replacement of the Sanitary Sewer Facilities, the Utility Easement Owner agrees to restore the GRANTOR Property affected by such work to substantially the same condition as existed prior to such work within thirty (30) days of completing the repair or work. Restoration obligations cover both original installation and any future maintenance or upgrades to the Sanitary Sewer Facilities. The Utility Easement Owner shall use reasonable efforts to avoid causing any damage to, or interference with, any other improvements or landscaping on or around the Easement Area.

2.4 Covenant by Utility Easement Owner. The Utility Easement Owner covenants not to materially interfere with the use of the GRANTOR Property by the GRANTOR Parties, subject to the Utility Easement Owner's rights under the Utility Easement granted herein.

2.5 Reservation of Rights by GRANTOR. The Utility Easement is subject to the following reservations by the GRANTOR:

Utility Easement Agreement (Sanitary Sewer Trunk Line)

(a) The GRANTOR reserves the right to use the surface area of the Easement Area for any use that does not unreasonably interfere with the use of the Sanitary Sewer Facilities by the Utility Easement Owner, provided no structure shall be installed or maintained that materially affects the Utility Easement Owner's right to access and use the Sanitary Sewer Facilities.

(b) The GRANTOR specifically reserves the right to allow other utility lines to be installed within the Easement Area, provided those utility lines do not materially interfere with the use or operation of the Sanitary Sewer Facilities by the Utility Easement Owner.

(c) The use of any Temporary Construction Easement granted herein shall be limited to installation purposes only and will not unreasonably interfere with ongoing operations or access required by the GRANTOR for its activities

2.6 Temporary Construction Easement. GRANTOR grants to the Utility Easement Owner a Temporary Construction Easement (TCE) for purposes of installing the Sanitary Sewer Facilities within the Easement Area. The TCE will cover an area an additional Twenty (20) feet adjacent to the Utility Easement only in areas not impacting vehicular travel routes. The TCE is valid for a period of Eighteen (18) months, beginning on the date of commencement of the original installation.

During this period, the Utility Easement Owner shall have the right to use this area for staging, equipment storage, materials, and other activities required to complete the installation. Upon completion of the installation, the Utility Easement Owner agrees to restore the TCE area to substantially the same condition as existed prior to use, at no cost to the GRANTOR. This TCE is granted solely for the installation phase and shall terminate upon completion of the installation or at the end of the stated period, whichever occurs first.

3. INSURANCE

During any period that any Utility Easement Owner Parties are maintaining or repairing the Sanitary Sewer Facilities under the GRANTOR Property, **APN 841-10-009 & 841-10-032**, the Utility Easement Owner shall obtain and maintain a commercial general liability insurance policy insuring both the Utility Easement Owner and the GRANTOR against claims arising from the activities of the Utility Easement Owner Parties. Such insurance shall be in an amount of not less than \$2,000,000 per occurrence for bodily injury, death, and property damage.

Environmental liability insurance or pollution liability may also be required if hazardous materials are encountered during the work.

4. INDEMNIFICATION

The Utility Easement Owner shall indemnify, defend, protect, and hold the GRANTOR and the GRANTOR Parties harmless from and against all claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising from the Utility Easement Owner's use of the Easement Area, except to the extent caused by the negligence or wrongful acts of the GRANTOR Parties.

Utility Easement Agreement (Sanitary Sewer Trunk Line)

5. MECHANIC'S LIENS

The Utility Easement Owner shall keep the GRANTOR Property, **APN 841-10-009 & 841-10-032**, and Easement Area free of any mechanics' or materialmen's liens arising from work performed by the Utility Easement Owner Parties. If such liens arise, the Utility Easement Owner shall remove or bond against such liens within twenty (20) calendar days of notification.

6. COVENANTS TO RUN WITH THE LAND

The Utility Easement shall run with the land and bind the successors and assigns of the GRANTOR and the Utility Easement Owner.

7. DISPUTE RESOLUTION

In the event of any dispute or disagreement between the Parties regarding this Agreement, the Parties shall first attempt to resolve the matter through **good faith negotiations**. If the dispute remains unresolved, either Party may refer the dispute to **mediation** before pursuing litigation or other legal remedies. If mediation is unsuccessful, the Parties may proceed to litigation.

8. TERMINATION AND MODIFICATION

This Easement shall remain in effect in perpetuity unless the Sanitary Sewer Facilities are no longer in use or are permanently rerouted. In such cases, the Parties may terminate or modify the easement through mutual written agreement. If the easement is terminated, the GRANTEE shall remove any above-ground structures and restore the GRANTOR Property, **APN 841-10-009 & 841-10-032**, to its original condition unless otherwise agreed upon.

9. ENVIRONMENTAL HAZARDS

In the event that hazardous materials, contaminated soil, or any environmental issues are encountered during the installation, maintenance, or repair of the Sanitary Sewer Facilities, the Utility Easement Owner shall immediately notify the GRANTOR and take appropriate steps to mitigate the hazard. Any necessary environmental cleanup shall be the responsibility of the Utility Easement Owner, and environmental liability insurance coverage shall be maintained to cover any such occurrences.

10. MISCELLANEOUS

10.1 **Notices.** Any notice required hereunder shall be deemed delivered if sent by registered or certified mail to the following addresses:

7351 Rosanna Street,
Gilroy, CA 95020
Attn: Director of Public Works/City Engineer

CITY OF MORGAN HILL

17575 Peak Avenue,
Morgan Hill, CA 95037
Attn: Legal Department

**Utility Easement Agreement
(Sanitary Sewer Trunk Line)**

11. IN WITNESS WHEREOF

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

CITY:

CITY OF MORGAN HILL
A Municipal Corporation

BY:

Christina Turner
Title: City Manager
Date: _____

GRANTOR:

CITY OF GILROY
A Municipal Corporation

BY:

Jimmy Forbis
Title: City Administrator
Date: _____

APPROVED AS TO FORM:

BY:

Donald Larkin
Title: City Attorney
Date: _____

BY:

Andy Faber
Title: City Attorney
Date: _____



February 5, 2024
HMH 4897.00.272
Page 1 of 1

EXHIBIT "A"
SANITARY SEWER EASEMENT

REAL PROPERTY in the City of Gilroy, County of Santa Clara, State of California, being a portion of Parcel One as shown on that certain Parcel Map filed for record on December 8, 2004, in Book 778 of Maps, page 35, Santa Clara County Records, described as follows:

COMMENCING at southerly terminus of that certain course shown as "South 19°34'17" East, 65.96 feet, on the westerly line of said Parcel One as shown on said Map;
Thence along said westerly line, North 19°35'08" West, 18.00 feet, to the TRUE POINT OF BEGINNING;

Thence continuing along said westerly line, North 19°35'08" West, 15.00 feet;
Thence North 70°40'36" East, 150.59 feet, to the westerly line of Highway 101;
Thence along said westerly line, South 19°15'25" East, 15.00 feet;
Thence South 70°40'36" West, 150.50 feet, to the TRUE POINT OF BEGINNING.

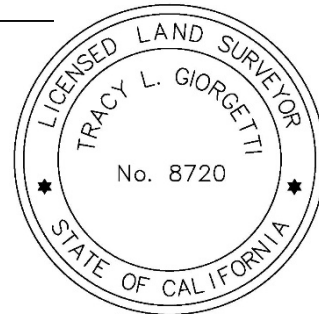
Containing 2,258 square feet or 0.05 acres, more or less.

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

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

Date: 2-5-24


Tracy L. Giorgetti, LS 8720



EAST 7TH STREET

N19°35'08"W
(S19°34'17"E 65.96')
TPOB
N70°40'36"E 150.59'
S70°40'36"W 150.50'
POC
S19°15'25"E 5.00'

PARCEL ONE
778-M-35
APN 841-10-009 & 032

37.5' | 37.5'

r-
w
w
o::
r-
o
r-
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w

10
S
(9



0 40 80
1 IN. = 80 FT.

LEGEND

POC POINT OF COMMENCEMENT
TPOB TRUE POINT OF BEGINNING

SHEET 1 OF 1

Date: 2024-02-05

Designed:

Drawn: RF

Checked: TG

Proj Engr.:

489700PL06



1570 Oakland Road
San Jose, CA 95131

(408) 487-2200
HMHca.com

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

CITY OF GILROY

CALIFORNIA

EXHIBIT C
Grant of Sanitary Sewer Easement

RECORDING REQUESTED BY:

CITY OF MORGAN HILL

WHEN RECORDED MAIL DOCUMENT TO:

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

RECORD AT NO FEE PER GOVERNMENT
CODE SECTIONS 6103 & 27383

APN 841-10-009 & 841-10-032

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF SANITARY SEWER EASEMENT

City of Gilroy, as owners of the property APN 841-10-009 and 841-10-032 (Grantor), hereby grants to the City of Morgan Hill, a municipal corporation of the State of California (Grantee), a non-exclusive easement for sanitary sewer purposes over, under, and upon those certain areas of land, with the right to enter upon the easement at any time for inspection, installation, construction, repair and maintenance thereof, located within the easement area as described in Exhibit A and Exhibit B.

These easements shall be kept open and free from buildings, and structures of any kind except public service structures, irrigation systems, and appurtenances thereto, and lawful fences.

Executed the day and year first above written.

GRANTOR:

By: _____

Name: **Jimmy Forbis, City Administer**

Date: _____

EXHIBIT D
Benefitted Property



June 21, 2021
HMH 4897.00.272
Page 1 of 1

SANITARY SEWER EASEMENT
LEGAL DESCRIPTION

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

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

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

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

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

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

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

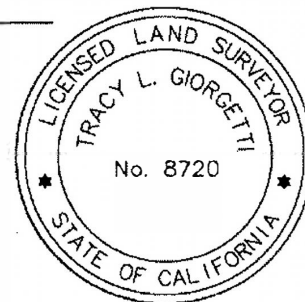
Containing 4,046 square feet or 0.09 acres, more or less.

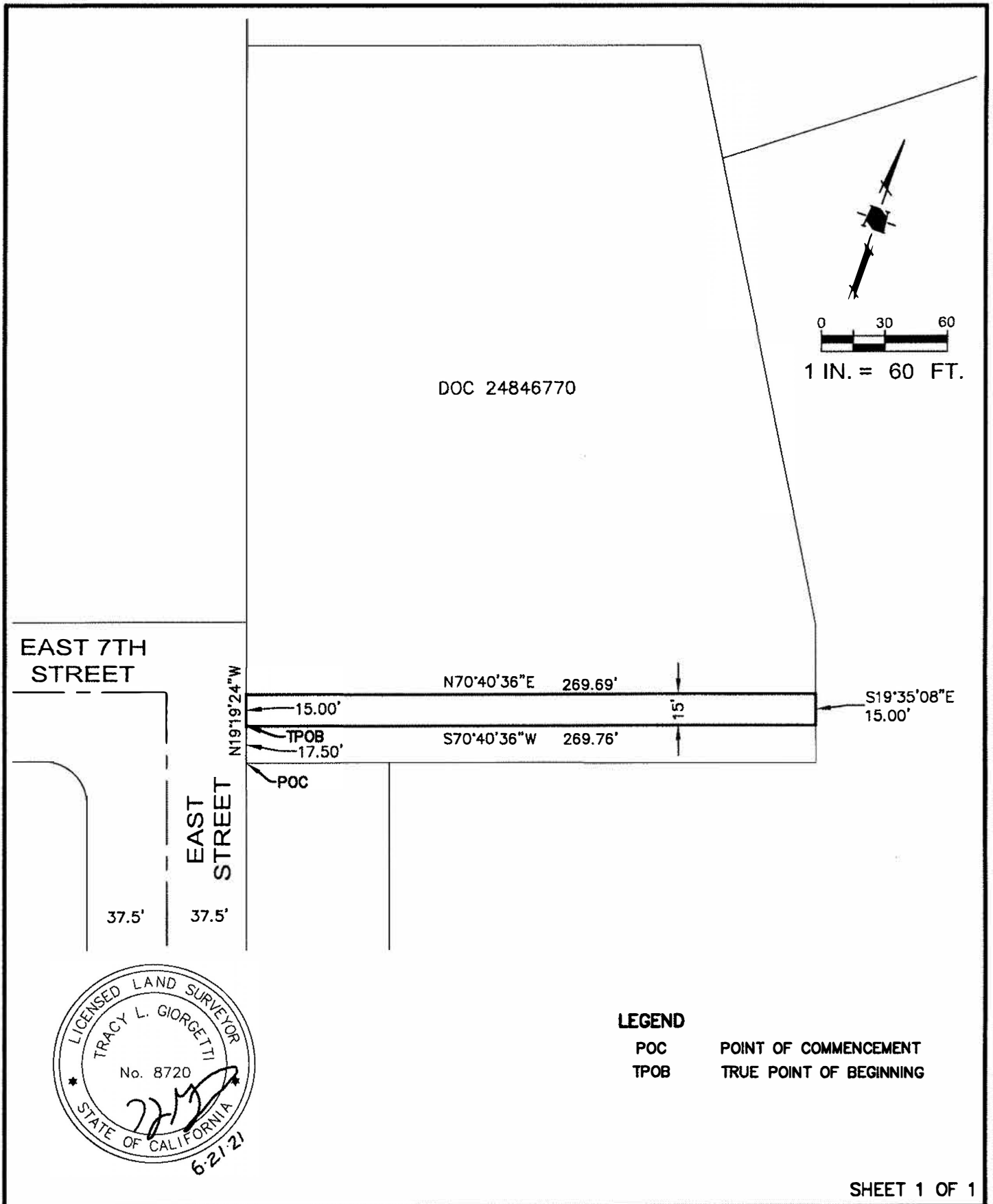
As shown on Exhibit "B" attached hereto and made a part hereof.

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

Date: 6 21 21


Tracy L. Giorgetti, LS 8720





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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from **the City of Gilroy** to the City of Morgan Hill, a governmental agency, is hereby accepted by order of the City Council by the undersigned officer or agent on behalf of the Council pursuant to authority conferred by Resolution No. _____ of the Morgan Hill City Council adopted on _____, 2024, and the grantee consents to the recordation thereof by its duly authorized officer.

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

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**

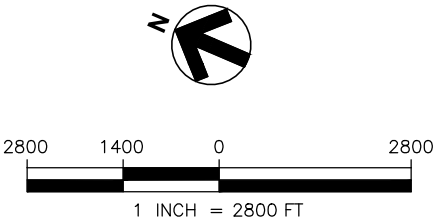
On _____ 20____, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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)



- LEGEND:
- EXISTING JOINT SEWER TRUNK
 - SOUTH COUNTY REGIONAL WASTEWATER AUTHORITY WASTEWATER TREATMENT PLANT
 - TRUNK SEWER SOUTH OF HIGHLAND
 - TIE-IN TO HARDING AVE RELIEF SEWER TRUNK
 - TIE-IN TO CITY OF GILROY RELIEF SEWER TRUNK

FIGURE 1
CITY OF MORGAN HILL
TRUNK SEWER SOUTH OF HIGHLAND
PROJECT AREA

CITY COUNCIL STAFF REPORT

MEETING DATE: November 20, 2024

PREPARED BY:

Nichole Martin, Community Services Coordinator

APPROVED BY: City Manager

ADOPT WEED ABATEMENT RESOLUTION

RECOMMENDATION(S)

Adopt resolution declaring weeds and brush to be a nuisance and setting the hazardous vegetation public hearing for January 15, 2025.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

REPORT NARRATIVE:

Under Government Code section 39561, cities may adopt a resolution declaring weeds and dry brush to be a public nuisance and order their abatement (Attachment 1). Weed and brush abatement services constitute the City's weed abatement program and are key to reducing fire risk and protecting public safety. The City of Morgan Hill has contracted with Santa Clara County for weed and brush abatement services since 1996. In the last several years, City and County staff have successfully worked together to streamline program administration and improve communications with Morgan Hill property owners. The County's Consumer and Environmental Protection Agency - Weed Abatement Program manages the program. As in prior years, staff has combined the initial resolution for both the weed and brush abatement programs. Staff proposes that the abatement program commencement hearing take place on January 15, 2025.

Once the resolution is adopted, County staff will notify the affected property owners of the January 15th public hearing and of their obligations to abate hazardous vegetation before the deadline. In response to the City's past request for more notification to the property owners, the County will also be mailing a courtesy notice out to affected property owners in the early Spring to further remind them of their obligations. The City's Fire Department and the County's Weed Abatement Division are continuing to integrate their efforts and communication methods to enhance customer service. The improvements instituted have eliminated customer complaints about receiving conflicting information from the two programs.

COMMUNITY ENGAGEMENT:

Empower

The weed abatement program relies on a full range of community engagement approaches. Much of it begins when the County Program or City Fire Department informs a property owner that a hazardous situation has been observed on their property. The owner is given several months during which they may consult and work together with program staff to understand the situation and the needed remedies. Ultimately, each property owner is invited and empowered to remedy the situation themselves in order to minimize their program charges while maintaining public safety. In addition, many of the properties on the original list got onto the list as a result of a complaint from a community member about a hazardous situation.

ALTERNATIVE ACTIONS:

The Council could choose not to act or delay action on this resolution. Not declaring weeds and brush to be a nuisance would potentially compromise community fire safety. Delaying action would ultimately provide the affected property owners with less notice and time to plan for abating their hazardous vegetation.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

While this will be the first Council action addressing hazardous vegetation for the 2025 fire season, the recommended approach is consistent with the actions taken by the Council for over a decade.

FISCAL AND RESOURCE IMPACT:

The Weed Abatement Program is designed to be user-fee supported. The per-lot assessment includes costs for doing the weed and brush control work plus overhead County costs to administer the program. Based on the City's agreement with the County, the City may need to ultimately contribute to the program's costs if user fee revenues do not completely cover all of the County's costs. Administering this program is an activity anticipated in the Public Services and Fire Departments' work programs and budgets. Fees imposed by the County Program do not cover the cost of the City staff time associated in providing oversight and those resources are budgeted and funded through the General Fund (010).

CEQA (California Environmental Quality Act):

Categorical Exemption These activities are categorically exempt from environmental review under the California Environmental Quality Act pursuant to California Code of Regulations, Title 21, Section 15304(i) (Minor Alterations to Land – Fuel Management Activities).

RESOLUTION NO. 24-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL DECLARING CERTAIN HAZARDOUS VEGETATION GROWING IN THE CITY OF MORGAN HILL TO BE A PUBLIC NUISANCE, DESCRIBING PROPERTIES WHERE SUCH NUISANCE EXISTS; ORDERING ABATEMENT AND SETTING A PUBLIC HEARING THEREON

WHEREAS, the City Council finds that certain weeds and brush are growing in the City of Morgan Hill upon the various streets, alleys, sidewalks, and upon private property, which said weeds and brush bear seeds of a wingy or downy nature, or may attain such growth as to become, when dry, a fire menace, or which are otherwise noxious and dangerous; and

WHEREAS, the City Council further finds and declares that said weeds and brush constitute a public nuisance.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Morgan Hill authorizes as follows:

1. That the weeds, as described in the above recital, constitute and will continue to constitute a public nuisance, and it is ordered that this public nuisance be abated in the manner provided in Title 8, Chapter 8.20 of the Morgan Hill Municipal Code.
2. That the nuisance exists upon all streets, alleys, sidewalks, and private property within said City as shown, described and delineated on the several maps of the property in the City, which are recorded in the Office of the County Recorder of the County of Santa Clara, reference in each instance for the description of any particular street, alley, or private property being hereby made to the several maps mentioned, and in the event of there being several subdivision maps on which lots are shown, reference is hereby made to the latest subdivision map.
3. That it is ordered that Wednesday, the 15th day of January 2025, at 6:00 p.m., in the Council Chambers of the City Council of the City of Morgan Hill is hereby fixed as the time and place when objections to the proposed destruction or removal of weeds shall be heard and be given due consideration.
4. That the City Clerk of the City of Morgan Hill is hereby ordered and directed to cause notice of the adoption of this Resolution and notice of hearing to be given to property owners pursuant to Section 39562.1 of the Government Code.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 20th day of November 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 November 20, 2024.

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

DATE: _____

MICHELLE BIGELOW, City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: November 20, 2024

PREPARED BY:

Michael Horta, Human Resources Director

APPROVED BY: City Manager

APPROVAL OF MANAGEMENT, PROFESSIONAL, AND CONFIDENTIAL EMPLOYEES RESOLUTION, ELECTED OFFICIALS AND COUNCIL APPOINTED AND PART-TIME TEMPORARY AND SEASONAL EMPLOYEES SALARY SCHEDULES

RECOMMENDATION(S)

1. Approve the Management, Professional, and Confidential Employees Resolution effective December 22, 2024;
2. Approve the Part-Time Temporary and Seasonal Employees salary schedule effective December 22, 2024; and
3. Approve the Elected Officials and Council Appointed salary schedules effective June 23, 2024 and December 11, 2024.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Maintaining and Enhancing Infrastructure
Fostering a Positive Organizational Culture
Preserving and Cultivating Public Trust

2024-2025 Strategic Priorities

Fiscal Sustainability

REPORT NARRATIVE:

Management, Professional, and Confidential Employees Resolution

The City Council considers revisions to the City's existing Management, Professional, and Confidential Employees Resolution based on a recommendation from the City Manager. For calendar year 2025, CALPERS implemented an increase to all medical premiums within the CALPERS plan. The majority of our teammates are enrolled in the Kaiser plan which was increased by 9%. In an effort to offset the increase, the City recommends an increase to the City's contribution by 9% to be aligned with the Kaiser Plan. This is recommended to be implemented beginning December 22, 2024. The

recommended City contributions are provided below:

	2025
Employee + Family	\$2,806.25
Employee + 1	\$2,141.45
Employee Only	\$1,070.73

Part-Time Temporary and Seasonal Employees Salary Schedule

The Part-Time Temporary and Seasonal Salary Schedule has been updated to align with the increased minimum wage of \$16.50 per hour which takes effect January 1, 2025.

Elected Officials and Council Appointed Salary Schedules

Under the California Public Employees' Retirement System (CalPERS) regulations, the City Council is required to adopt salary schedules for all identified employee positions, including Mayor, City Council, Treasurer, City Manager, and City Attorney. Attached is the Appointed and Elected Officials Salary Schedule which includes a CPI increase effective July 1, 2024, that was included in both the City Manager and City Attorney employment agreements and the Appointed and Elected Officials Salary Schedule which includes the increase to the elected officials effective December 11, 2024.

COMMUNITY ENGAGEMENT:

The Human Resources Team will post the approved Management, Professional, and Confidential Employees Resolution and the Part-Time Temporary and Seasonal Employees and Elected Official and Council Appointed salary schedules on the Human Resources website page as is the City's practice for all labor agreements and salary information.

ALTERNATIVE ACTIONS:

Council could choose to provide alternative direction related to the Management, Professional, and Confidential Employees Resolution. Council could modify the proposed Part-Time Temporary and Seasonal Employees Salary Schedule, provided all positions are paid at least the minimum wage.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On November 15, 2023, the City Council approved the Management, Professional, and Confidential Employees Resolution, Elected Officials and Council Appointed and Part-Time Temporary and Seasonal Employees Salary Schedules.

On January 17, 2024, the City Council adopted ordinance 2351, amending sections 2.04.020 salary of Council Members and 2.04.030 salary of the Mayor of the chapter 2.04 City Council of the Municipal Code of the City of Morgan Hill.

On June 19, 2024, the City Council adopted the revised salary schedules for the Management, Professional, and Confidential Employees effective June 23, 2024, and Elected Officials and Council Appointed Positions which includes the increase to the elected City Treasurer effective December 2024.

FISCAL AND RESOURCE IMPACT:

There is no fiscal impact from the staff recommendations, as they have been approved and incorporated into the Adopted Biennial Budget, except for the increase in the City's contribution to medical premiums, which is projected to have a fiscal impact of \$30,000 per year. However, staff is not recommending any budget amendments at this time, as sufficient budget savings are anticipated to absorb the additional cost.

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-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL ADJUSTING THE SALARY SCHEDULE FOR MANAGEMENT, PROFESSIONAL, AND CONFIDENTIAL EMPLOYEES (THIS RESOLUTION RESCINDS RESOLUTION NO. ~~232-05109~~)

WHEREAS, the City Manager has presented to the City Council of the City of Morgan Hill a recommended set of salary ranges and benefits for the Management, Professional, and Confidential employees; and

WHEREAS, the City Council of the City of Morgan Hill has reviewed said recommendations;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morgan Hill as follows:

SECTION 1 - SALARY RANGES

- A. Effective ~~December 24, 2023~~ June 23, 2024, base salaries for Groups 1-A, 1-B, 1-C, and 1-D, ~~increase by 5%. See Salary Schedule~~ are included in the Salary Schedule attached as **Exhibit A**.
- B. Effective the pay period including December 22, 2024, base salaries for Groups 1-A, 1-B, 1-C, and 1-D, increase by 5%, See Salary Schedule attached as **Exhibit B**.
- C. Groups 1-A, 1-B, 1-C, and 1-D base salary ranges include the employee PERS contribution which is deducted from payroll (See SECTION 3, E-H.)

SECTION 2 - ESTABLISHMENT OF COMPENSATION AND JOB DESCRIPTIONS FOR GROUPS 1-A, 1-B, 1-C, and 1-D

- A. The City Manager will establish the monthly compensation for the classifications in Group 1-A. In order to attract high quality executive managers, foster job security within a professional climate, and provide the flexibility to remain competitive within the area job market, the City Manager has authority to enter into individual employment agreements with each executive manager; provided that the terms of the employment agreement do not exceed the total compensation permitted by this Resolution.

Employees listed in Group 1-A may receive a severance allowance as provided for in an individual employment agreement when they are separated in good standing from employment; provided that such separation is not for cause, or for reasons listed in Government Code 19572, or for any employee who voluntarily resigns from City service for personal reasons.

1. The City Manager shall establish an allowance amount, not to exceed six months' salary, which is determined to be in the best interest of the city for the following executive classifications of the Group 1-A:

Assistant City Manager for Administrative Services
Assistant City Manager for Development Services
Assistant City Manager/Public Services Director
Chief of Police
~~Public Services Director~~

2. The City Manager shall establish an allowance amount, not to exceed three months' salary, which is determined to be in the best interest of the City for the remaining classifications of the Group 1-A.
 3. This severance allowance is in addition to any unused vacation or administrative leave pay unused at the time of separation.
- B. Each Department Director will recommend to the City Manager the proposed monthly salary to be paid to each of the employees whose classification appears in Group 1-B, 1-C, and 1-D. Upon approval of the City Manager, the monthly salary will be set within the prescribed range for each classification. The City Manager has the authority to increase the monthly compensation for employees in Group 1-B, 1-C, and 1-D, by a maximum of 10% within the prescribed range each fiscal year based on each individual employee's performance.
- C. The City will contribute 2% of an employee's base salary to a City-sponsored IRS 457 deferred compensation program of the employee's choice per pay period at the time of hire, an additional one percent (1%) after 5 years of service and an additional one percent (1%) after 10 years of service.
- D. When it is proposed by the Personnel Officer that a new classification be created or an existing classification be changed, the City Manager shall submit justification for approval of that action to the City Council and if that action is approved, the City Manager will have the authority to approve new and revised job descriptions.

SECTION 3 - CONTRIBUTIONS TO THE CalPERS RETIREMENT SYSTEM, GROUPS 1-A, 1-B, 1-C, and 1-D

- A. For "Classic Members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA) and in the CalPERS retirement system:
1. Non-Safety (miscellaneous) employees listed in Groups 1-A, 1-B, 1-C, and 1-D will receive CalPERS retirement benefits under the 2.5% at age 55 plan.

2. Safety (sworn) employees listed in Groups 1-A and 1-B, will receive CalPERS retirement benefits under the 3% at age 50 plan.

B. For "New Members" as defined by PEPRA and in the CalPERS retirement system:

1. Non-Safety (miscellaneous) employees listed in Groups 1-A, 1-B, 1-C, and 1-D will receive CalPERS retirement benefits under the 2.0% at 62 plan.
2. Safety (sworn) employees listed in Groups 1-A and 1-B will receive CalPERS retirement benefits under the 2.7% at age 57 plan.

C. CalPERS defines a "New Member" as:

1. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any other California public retirement system.
2. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.
3. A member who established CalPERS membership prior to January 1, 2013, and who is hired by a different CalPERS employer after January 1, 2013, after a break in service of greater than six months.
4. CalPERS refers to all members that do not fit the definition of a "new member" as a "classic member."

D. Non-Safety (miscellaneous) employees: Beginning with CalPERS rates effective July 1, 2013, the City and Non-Safety (miscellaneous) Management, Professional, and Confidential employees agreed to split future employer rate increases at a 50/50 ratio. This methodology will be used in subsequent years should CalPERS increase the Miscellaneous contribution rates.

E. The Miscellaneous "Classic Members" shall contribute, in addition to the "Classic Members" rate of 8.0%, an additional 5.165% towards the "Classic Members" CalPERS contribution rate for FY 2021-22. The total "Classic Members" employee contribution obligation shall be 13.165%.

F. The Miscellaneous "New Members" shall contribute, in addition to the "New Members" rate of 7.0%, an additional 5.165% towards the "New Members" CalPERS contribution rate for FY 2020-21. The total "New Members" employee contribution obligation shall be 12.165%.

G. Effective July 1, 2022 miscellaneous employees will share the employer's CalPERS contribution rate at 6.12%. The employee's contribution towards employer's share of pension cost will be capped at 6.12%. The City and employees agree to split any rate decreases below the FY 2022-23 employer's CalPERS contribution rate of 28.77% at a 50/50 ratio.

- H. Effective pay period beginning June 26, 2022 (or as soon as administratively possible with CalPERS after June 26, 2022), all miscellaneous members (Classic and PEPRA) in the Management, Professional, and Confidential Employees Resolution shall share the employer's CalPERS contribution rate at 6.12%.
- I. Safety (sworn) PEPRA employees: Beginning with CalPERS rates effective July 1, 2013, at which time the City's employer contribution PEPRA rate was 11.5%, the City and Association agreed that, beginning with CalPERS PEPRA rates effective July 1, 2013, safety (sworn) PEPRA employees would not pay less than 11.50% and would split future increases to the City's employer PEPRA contribution rates, including both the normal cost and any unfunded actuarial liability at a 50/50 ratio. For example, the City's employer CalPERS safety PEPRA obligation was 12.114% in FY 16-17 with the PEPRA employees' obligation was at 11.50%. Therefore, City paid half of the 0.614% increase over the base year City's employer PEPRA cost of 11.50% (equal to 0.307%) and safety PEPRA employees paid the other half (also equal to 0.307%). This methodology has been used in each year subsequent to FY 2016-17 and will be used in future years should CalPERS increase the City's employer Safety PEPRA contribution rates. The Safety PEPRA employees CalPERS contributions rate for 2021-22 shall be 14.709% (13.00% employee + 1.709% of the employer share). Effective July 1, 2023, Safety (sworn) PEPRA employees will share the employer's CalPERS contribution rate at 1.02%. Effective July 1, 2024, Safety (sworn) PEPRA employees will share the employer's CalPERS contribution rate at 1.607%.
- J. Safety (sworn) Classic employees: Beginning December 30, 2018, the City and Safety (sworn) Management, Professional, and Confidential employees agreed, Safety (sworn) Classic employees shall share the employer's CalPERS contribution rate at 6.12%.

SECTION 4 - HEALTH CARE CONTRIBUTIONS AND IRS 125 PLAN, GROUPS 1-A, 1-B, 1-C, and 1-D

- A. The City will contribute to the City's medical and dental plans as follows:
1. For employees with family coverage, up to \$2,574.54/month in 2024 and up to ~~\$2,703.27~~2806.25/month in 2025.
 2. For employees with employee plus one coverage, up to \$1,982.32/month in 2024 and up to ~~\$2,062.86~~141.45/month in 2025.
 3. For employees with employee only coverage, up to \$982.32/month in 2024 and up to ~~\$1,031.44~~70.73/month in 2025.
 4. Employees enrolling in City health but not using the maximum amount available from the City for their premium category (employee only, employee + 1, employee + family) shall not be entitled to the surplus. Employees enrolling in plans whose cost exceeds the maximum amount available from the City for their premium category shall have the difference deducted on a pre-tax basis from their paycheck.
 5. Employees who waive medical coverage and annually provide proof of alternate medical coverage shall be entitled to a taxable health in lieu payment of six hundred ten dollars (\$610) per month.

6. If an employee waives medical and elects dental coverage, the employee will receive the taxable health in lieu payment of six hundred ten dollars (\$610) per month but will pay the appropriate dental premium.
- B. The City will continue to provide coverage under the Concern Employee Assistance Program.
- C. The City will continue to offer an IRS Section 125 program.

SECTION 5 - GENERAL BENEFIT PROVISIONS, GROUPS 1-A, 1-B, 1-C, AND 1-D

The City will comply with the requirements of the City Personnel Rules and Regulations and the Fair Labor Standards Act governing the use of taking and reporting time off work for management employees.

A. Holidays

1. The City will grant the following paid holidays to employees:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

One (1) day holiday to be used during the furlough period or on the last workday before the holiday.

Two floating holidays which must be used during the fiscal year.

2. Holidays are paid at a rate of eight hours of time off; employees on alternate work schedules must use additional leave balances to receive full pay on a holiday.
3. With the approval of the employee's supervisor, employees may "float" holidays to another day within the same fiscal year provided they work on the holiday.

B. Sick Leave Accrual

1. Sick Leave credit for employees will be accumulated on the basis of eight hours of sick leave per month (96 hours per year).

2. The City will, at the end of each calendar year, pay each employee twenty-five percent of the unused sick leave earned that year unless the employee requests not to receive such a payment.
3. The balance of the unused sick leave will then be accumulated on an unlimited basis.
4. Upon retirement, 100% of the employee's unused sick leave balance will be credited to the employee's retirement eligibility. This amount would then be converted into time in service and added to the employee's retirement eligibility. (Reference - City contract with CalPERS, Section 20862.8)
5. Each employee may take 16 hours of personal leave time during the fiscal year which is charged against the current year's sick leave accrual.
6. The City Manager may negotiate establishing a leave "bank" with new employees at time of hire.

C. Vacation Leave Accrual

1. Each employee will be credited vacation on the basis of 120 hours per year for the first five years of City service. After five years of service, vacation will be credited on the basis of 160 hours per year.
2. The maximum accumulation of vacation will be no more than that earned for three years annual accrual effective December 31, 2024 and two years annual accrual effective June 30, 2025.
3. Additional vacation accrual will not be provided until the employee's vacation balance drops below the maximum accrual limit as January 1, 2025 and July 1, 2025 in any given year.
4. The City Manager may negotiate vacation accrual rates and/or establish a leave "bank" with new employees at time of hire.

D. Administrative Leave, Groups 1-A, 1-B, and 1-C

1. Employees listed in Groups 1-A, 1-B, and 1-C receive and may use up to 72 hours of administrative leave with pay per fiscal year.
2. Administrative leave time for employees in Groups 1-A, 1-B, and 1-C will be available for one additional year if not used in the fiscal year that it was initially available. If, however, the administrative leave time that was carried over to the following fiscal year is not used during the second year, it will be lost at the end of the second fiscal year. In effect, the maximum amount of administrative leave time that may be available to an employee at any given time is 144 hours.

3. Effective July 1, 2016, new employees who are hired during any month other than July, will initially receive prorated administrative leave hours of six (6) hours per month depending on date of hire and the hours will be banked at time of hire (i.e. employees hired in the month of August would receive 66 hours of administrative leave because they will be working a total of eleven (11) months in the fiscal year). All regular, full-time employees will receive 72 hours of administrative leave each fiscal year following their hire date. Part-time employees have prorated benefits and their total administrative leave hours will be prorated based on their position allocation.

E. Leave Cash Out

Employees listed in Groups 1-A, 1-B, 1-C and 1-D may cash out up to 120 hours of accrued vacation, administrative leave, or a combination of the two, per calendar year. Employees must make an irrevocable election by December 1 of each year for the following calendar year stating their intent to cash out and the eligible number of hours. If employees do not request payment of the elected cash amount by November 1 of each year, Payroll will automatically cash out the amount designated by the employee on or after the pay period including November 1st.

F. Bereavement Leave

Management, Professional, and Confidential employees shall, per occurrence, be granted Bereavement Leave when a death occurs in the employee's or spouse's immediate family. For the purpose of this section, "immediate family" is defined as father, mother, brother, sister, spouse, natural or legally adopted child, step-child, in-laws, grandparents, and grandchildren. Up to three (3) days of bereavement leave shall be granted when the death and service are within the State of California and up to five (5) days when the death or service is outside the State. Bereavement Leave usage shall not be charged against the employee's Sick Leave or Vacation Time. Employees may also use up to two (2) additional days of Sick Leave to supplement their allotted Bereavement Leave if other circumstances require absence during this time, subject to the approval of the employee's supervisor and deducted from the employee's other leave banks.

Special circumstances beyond this definition may be considered on a case-by-case basis and must be approved by the City Manager. This leave will not affect the twenty-five percent cash out of sick leave for the same calendar year.

G. Professional Development

It shall be the philosophy of the City to encourage employees to attend classes, seminars, conferences, etc. which will enable the employee to develop professionally. Such attendance must be approved by the Department Director or the City Manager. The City may request employees who complete such a course to report or train other employees in the skills they have attained.

1. Tuition Reimbursement Program

Employees are eligible to receive tuition reimbursement of up to \$3,000 per fiscal year for the cost of books and tuition for classes or courses beneficial to the employee's career development. All classes must be approved in advance by the Department Director or City Manager. Reimbursement will take place upon a successful completion or passing of the course.

2. Membership Dues

For employees listed in Groups 1-A and 1-B, the City shall provide a personal membership dues reimbursement of up to \$1,200 per fiscal year for costs associated with joining and participating in Morgan Hill community service organizations such as Rotary or Kiwanis. Reimbursement of membership dues for community service organizations requires the prior approval by the Department Director or the City Manager.

H. Life and Disability Insurance

The City shall pay the premiums for short-term disability, long-term disability, and life insurance plans.

1. Life insurance levels shall be as follows for the employees listed in Section 1:

Group 1-A	\$250,000
Group 1-B	\$150,000
Group 1-C	\$100,000
Group 1-D	\$100,000

This amount decreases when the employee reaches age 65, 70, and 75. The Life Insurance benefit will be paid to the employee's beneficiary upon the death of the employee as outlined in the program documents.

2. Short-term disability coverage for employees shall be at the maximum rate of \$1,384 per week based on 66⅔% of the actual weekly salary after an eight-day elimination period.
3. Long-term disability coverage for employees shall be at the maximum rate of \$6,000 per month based on 66⅔% of the actual monthly salary after a 60-day elimination period.

I. Retirement Medical Plan

Upon retirement, employees may continue enrollment in the medical insurance plans provided by CalPERS without an interruption of coverage. Such enrollment will be contingent upon the employee meeting the requirements of the medical plans provided by CalPERS and paying the monthly premium to CalPERS at the employee's expense. It will be the employee's responsibility to make sure the insurance premium is paid to CalPERS before the due date. Failure to do so will result in the employee being terminated from their medical coverage.

J. Special Assignment Pay

Special Assignment Pay may be granted to employees who have assumed, for an extended period, significant additional responsibilities outside their current classification. The request for special assignment shall describe the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with a start and end date. Special assignment pay is up to 10% above the employee's normal pay rate. The special assignment and related compensation may be revoked at any time at the discretion of the Department Director, or the City Manager or designee. Special Assignment Pay will be requested in advance by the Department Director and authorized by the City Manager or designee, and then processed by the Human Resources Division. Special Assignment Pay shall be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the City Manager or designee prior to the end of the original assignment end date. This pay will not be considered additional compensation as defined by the California Public Employees' Retirement Systems (CalPERS).

K. Employee Uniform Allowance

Safety employees in Groups 1-A and 1-B will be eligible for the following uniform allowance:

Chief of Police and Police Captain:	\$1,400
Police Support Services Manager:	\$810

L. Work Schedule

The City Manager will establish the standard work schedule for employees. Based on the needs of the City, the City Manager may at his/her discretion, change the work schedules of employees at any time.

M. Auto Allowance

The City Manager may establish a monthly allowance for selected employees listed in Groups 1-A and 1-B who use their personal vehicles on City business. Based on the needs of the City, the City Manager may, at his/her discretion, change the auto allowance of employees at any time. The current monthly allowance range is \$225 - \$325.

N. Cell Phone Allowance

The City Manager may establish a monthly allowance for selected employees who use their personal cell phones on City business. Based on the needs of the City, the City Manager may, at his/her discretion, change the cell phone allowance of employees at any time. The current monthly allowance is established in Administrative Policy III019.

O. Bilingual Pay

Employees identified by the City Manager/Department Head to use another language in their work and who are certified by the process described below shall receive the following compensation:

- a. Employees shall receive a monthly stipend of \$150.

- b. The Certification process shall be completed by a provided contractor by Human Resources or a 3 person panel (established by Human Resources) to determine conversational competence. Employees shall be subject to recertification every 2 years unless waived by City.
- c. An eligible employee may request to be tested for bilingual certification at any time and the test shall occur within a reasonable amount of time.

SECTION 6 - EFFECTIVE DATE

This resolution shall be effective December ~~22~~⁶, 202~~4~~¹. Compensation shall be made available to only those employees covered by this section who are still employed as a Management, Professional, or Confidential employee with the City as of the effective date of this agreement. As of the effective date of this Resolution, Resolution No. ~~21-02523-051~~ shall be superseded and rescinded.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the ~~15th~~^{20th} day of November 202~~4~~³ 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. ~~230~~³⁰-XXX, adopted by the City Council at the meeting held on November ~~15~~²⁰, 202~~4~~³.

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

DATE: _____

Michelle Bigelow, City Clerk

Effective: June 23, 2024

* Currently Unfunded Positions

Job Classification	Bottom of Range Monthly	Top of Range Monthly
Group 1-A: Executive Management		
Assistant City Manager for Administrative Services	\$18,011	\$23,666
Assistant City Manager for Development Services	\$18,011	\$23,666
Assistant City Manager/Public Services Director	\$18,011	\$23,666
Chief of Police	\$18,011	\$23,666
<i>Community Services Director *</i>	\$15,885	\$20,918
Development Services Director	\$15,885	\$20,918
Economic Development Director	\$15,885	\$20,918
<i>Engineering and Utilities Director *</i>	\$15,885	\$20,918
Finance Director	\$15,885	\$20,918
Housing Director	\$15,885	\$20,918
Human Resources Director	\$15,885	\$20,918
<i>Communications and Engagement Director*</i>	\$13,708	\$18,013
Information Technology Director	\$13,708	\$18,013
Group 1-B: Middle Management		
Police Captain	\$14,678	\$19,285
Assistant City Attorney	\$13,708	\$18,013
<i>Assistant Finance Director*</i>	\$13,708	\$18,013
Building Official	\$13,708	\$18,013
City Clerk/Public Information Officer	\$13,708	\$18,013
Deputy Director for Engineering	\$13,708	\$18,013
Deputy Director for Utilities Services	\$13,708	\$18,013
<i>Housing Manager*</i>	\$13,708	\$18,013
<i>Planning Manager *</i>	\$13,708	\$18,013
<i>Program Administrator*</i>	\$13,708	\$18,013
<i>Assistant to the City Manager *</i>	\$12,844	\$16,848
Building Manager	\$12,118	\$15,895
<i>Economic Development Manager*</i>	\$12,118	\$15,895
Environmental Services Administrator	\$12,118	\$15,895
Maintenance Manager	\$12,118	\$15,895
Principal Planner	\$12,118	\$15,895
Recreation Manager	\$12,118	\$15,895
Senior Civil Engineer	\$12,118	\$15,895
Senior Project Manager	\$12,118	\$15,895
Budget Manager	\$11,206	\$14,738
<i>Communications and Engagement Manager *</i>	\$11,206	\$14,738
<i>Community Services Manager *</i>	\$11,206	\$14,738
Environmental Services Manager	\$11,206	\$14,738
<i>Information Services Manager *</i>	\$11,206	\$14,738
Network Architect	\$11,206	\$14,738
Police Support Services Manager	\$11,206	\$14,738
Public Services Administrative Manager	\$11,206	\$14,738
Supervising Civil Engineer	\$11,206	\$14,738
Utility Systems Manager	\$11,206	\$14,738
<i>Accounting Manager *</i>	\$10,431	\$13,710
<i>Financial and Policy Analyst *</i>	\$10,431	\$13,710
Police Administrative Manager	\$10,431	\$13,710
Senior Planner	\$10,431	\$13,710
<i>Senior Recreation Supervisor*</i>	\$9,921	\$12,660
Community Services Supervisor	\$9,449	\$12,057
<i>Council Services and Records Manager *</i>	\$9,449	\$12,057
Deputy City Attorney	\$9,449	\$12,057
Economic Development Coordinator	\$9,449	\$12,057
Emergency Services Coordinator	\$9,449	\$12,057
GIS / Land Use Data Administrator	\$9,449	\$12,057
Maintenance Services Coordinator	\$9,449	\$12,057
<i>Older Adult Services Supervisor*</i>	\$9,449	\$12,057
Senior Human Resources Analyst	\$9,449	\$12,057
Risk Management Analyst (.50 FTE)	\$4,505	\$5,910
Group 1-C: Confidential Exempt		
Administrative Analyst	\$9,007	\$11,819
Legal Specialist	\$8,104	\$10,663
Group 1-D: Confidential Non-Exempt		
Accounting Technician	\$7,388	\$9,429
Human Resources Technician	\$7,185	\$9,429
<i>Human Resources Assistant *</i>	\$5,627	\$7,361

Effective: December 22, 2024		* Currently Unfunded Positions	
Job Classification	Bottom of Range Monthly	Top of Range Monthly	
Group 1-A: Executive Management			
Assistant City Manager for Administrative Services	\$18,912	\$24,849	
Assistant City Manager for Development Services	\$18,912	\$24,849	
Assistant City Manager/Public Services Director	\$18,912	\$24,849	
Chief of Police	\$18,912	\$24,849	
Community Services Director *	\$16,680	\$21,964	
Development Services Director	\$16,680	\$21,964	
Economic Development Director	\$16,680	\$21,964	
Engineering and Utilities Director *	\$16,680	\$21,964	
Finance Director	\$16,680	\$21,964	
Housing Director	\$16,680	\$21,964	
Human Resources Director	\$16,680	\$21,964	
Communications and Engagement Director*	\$14,393	\$18,913	
Information Technology Director	\$14,393	\$18,913	
Group 1-B: Middle Management			
Police Captain	\$15,412	\$20,250	
Assistant City Attorney	\$14,393	\$18,913	
Assistant Finance Director*	\$14,393	\$18,913	
Building Official	\$14,393	\$18,913	
City Clerk/Public Information Officer	\$14,393	\$18,913	
Deputy Director for Engineering	\$14,393	\$18,913	
Deputy Director for Utilities Services	\$14,393	\$18,913	
Housing Manager*	\$14,393	\$18,913	
Planning Manager *	\$14,393	\$18,913	
Program Administrator*	\$14,393	\$18,913	
Assistant to the City Manager *	\$13,486	\$17,691	
Building Manager	\$12,724	\$16,690	
Economic Development Manager*	\$12,724	\$16,690	
Environmental Services Administrator	\$12,724	\$16,690	
Maintenance Manager	\$12,724	\$16,690	
Principal Planner	\$12,724	\$16,690	
Recreation Manager	\$12,724	\$16,690	
Senior Civil Engineer	\$12,724	\$16,690	
Senior Project Manager	\$12,724	\$16,690	
Budget Manager	\$11,766	\$15,475	
Communications and Engagement Manager *	\$11,766	\$15,475	
Community Services Manager *	\$11,766	\$15,475	
Environmental Services Manager	\$11,766	\$15,475	
Information Services Manager *	\$11,766	\$15,475	
Network Architect	\$11,766	\$15,475	
Police Support Services Manager	\$11,766	\$15,475	
Public Services Administrative Manager	\$11,766	\$15,475	
Supervising Civil Engineer	\$11,766	\$15,475	
Utility Systems Manager	\$11,766	\$15,475	
Accounting Manager *	\$10,952	\$14,395	
Financial and Policy Analyst *	\$10,952	\$14,395	
Police Administrative Manager	\$10,952	\$14,395	
Senior Planner	\$10,952	\$14,395	
Senior Recreation Supervisor*	\$10,418	\$13,293	
Community Services Supervisor	\$9,921	\$12,660	
Council Services and Records Manager *	\$9,921	\$12,660	
Deputy City Attorney	\$9,921	\$12,660	
Economic Development Coordinator	\$9,921	\$12,660	
Emergency Services Coordinator	\$9,921	\$12,660	
GIS / Land Use Data Administrator	\$9,921	\$12,660	
Maintenance Services Coordinator	\$9,921	\$12,660	
Older Adult Services Supervisor*	\$9,921	\$12,660	
Public Services Facilities Security Coordinator	\$9,921	\$12,660	
Senior Human Resources Analyst	\$9,921	\$12,660	
Risk Management Analyst (.50 FTE)	\$4,730	\$6,206	
Group 1-C: Confidential Exempt			
Administrative Analyst	\$9,457	\$12,410	
Legal Specialist	\$8,509	\$11,196	
Group 1-D: Confidential Non-Exempt			
Accounting Technician	\$7,757	\$9,900	
Human Resources Technician	\$7,544	\$9,900	
Human Resources Assistant *	\$5,908	\$7,729	

CITY OF MORGAN HILL
PART-TIME TEMPORARY AND SEASONAL EMPLOYEES SALARY SCHEDULE

Salaries effective ~~the pay period including January 1~~ December 22, 2024

CLASSIFICATIONS	Bottom Step Hourly	Top Step Hourly
INTERNS		
High School Work Experience Student	\$16. 5000	\$20.00
Intern – College/Grad School	\$18.00	\$35.00
POLICE DEPARTMENT		
Level I Reserve Police Officer	Hourly rate for Step A Police Officer	
Level II Reserve Police Officer	90% of hourly rate for Step A Police Officer	
Per Diem Dispatcher	Hourly rate for Public Safety Dispatcher	
Police Cadet – High School	\$16. 5000	\$18.00
Police Cadet –College (Fresh/Soph)	\$18.00	\$20.00
Police Cadet – College (Jr./Senior)	\$20.00	\$25.00
Police Officer Trainee	90% of monthly rate for Step A Police Officer	
Reserve Officer Trainee	\$16. 5000	
TEMPORARY AND SEASONAL		
Administrative Specialist	\$22.00	\$35.00
Building Coordinator	\$22.00	\$27.00
Clerical Assistant	\$19.00	\$26.00
Communications Technician	\$1 65 .50	\$32.00
Deck Coordinator	\$24.00	\$32.00
Environmental Services Specialist	\$20.00	\$35.00
Facility Maintenance Assistant	\$20.00	\$35.00
Fire Plans Examiner/Inspector	\$35.50	\$45.00
GIS Analyst	\$30.00	\$40.00
Government Access Technician	\$20.00	\$30.00
Lifeguard	\$17.50	\$25.00
Lifeguard - Lead	\$22.00	\$28.00
Maintenance Worker Assistant	\$18.00	\$28.00
Recreation Instructor	\$16.50	\$52.50
Recreation Leader	\$17.00	\$25.00
Recreation Specialist	\$22.00	\$35.00
Retired Annuitant	\$20.00	\$115.00
Senior Recreation Leader	\$20.00	\$26.00
Special Projects Coordinator	\$18.00	\$50.00

Swim Instructor	\$18.00	\$26.00
Swim Instructor - Lead	\$22.00	\$27.00
Welcome Desk Coordinator	\$22.00	\$27.00
Welcome Desk Representative	\$17.00	\$25.00

Other Part-Time Temporary or Seasonal positions may be tied to the Salary Schedule for the Bargaining Units which are not listed above. The above list only includes those part-time and temporary positions which are frequently used or are not contained on a bargaining unit salary schedule.

**CITY OF MORGAN HILL
ELECTED OFFICIALS AND COUNCIL APPOINTED/UNREPRESENTED/EXEMPT EMPLOYEES
SALARY SCHEDULE**

As of: **June 23, 2024**

Job Classification	Bottom of Range Monthly	Top of Range Monthly	Annual Maximum
Elected Officials			
Mayor	-	\$834	\$10,008
Council Members	-	\$313	\$3,756
City Treasurer	-	\$200	\$2,400
Appointed by the City Council			
City Manager	-	\$27,434	\$329,209
City Attorney	-	\$25,827	\$309,927

Compensation for elected officials per City Ordinance No. 1780 and Council Resolution No. 5235

**CITY OF MORGAN HILL
ELECTED OFFICIALS AND COUNCIL APPOINTED/UNREPRESENTED/EXEMPT EMPLOYEES
SALARY SCHEDULE**

As of: **December 11, 2024**

Job Classification	Bottom of Range Monthly	Top of Range Monthly	Annual Maximum
Elected Officials			
Mayor	-	\$3,397	\$40,764
Council Members	-	\$1,275	\$15,300
City Treasurer	-	\$815	\$9,780
Appointed by the City Council			
City Manager	-	\$27,434	\$329,209
City Attorney	-	\$25,827	\$309,927

Compensation for elected officials per City Ordinance No. 1780 and 2351 and Council Resolution No. 5235

CITY COUNCIL STAFF REPORT

MEETING DATE: November 20, 2024

PREPARED BY:

Chris Ghione, Public Services Director

APPROVED BY: City Manager

APPROVE AMENDMENT TO PROPERTY USE AGREEMENT WITH THE SANTA CLARA VALLEY HABITAT AGENCY

RECOMMENDATION(S)

Authorize the City Manager to execute a property use agreement amendment with the Santa Clara Valley Habitat Agency.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Advocating for Local, Regional, and State Legislative Initiatives

2024-2025 Strategic Priorities

Fiscal Sustainability

REPORT NARRATIVE:

Since 2013, the Habitat Agency of Santa Clara Valley has utilized City facility space in the modular buildings adjacent to the Council Chambers Building at the Civic Center.

The most recent agreement for space use was entered into on January 29, 2024, under the City Manager's authority. In addition to the benefit of collecting market rate rent for space, the City also provides Clerk services through the City Clerk's Office, with the City receiving a fee for the service. The partnership has been a great benefit to the City, allowing easy access to regional agency staff located adjacent to the City's Development Services Staff.

The modular buildings are significantly aged and the costs to maintain them are rising.

The City currently has no staff within the buildings, but leases about half of the space to the Habitat Agency. It has long been discussed that the Habitat Agency could move into the new non-profit center (along with other non-profits) when completed. The City has an agreement with a developer to construct the non-profit center adjacent to the Community Center. However, the construction of the facility and associated residential construction is moving very slowly and is still likely more than a year away.

The Habitat Agency has now requested to use additional space and extend the term of the agreement. The agreement would be extended through June 30, 2026. Since the space is not being used by City staff and will result in additional revenue for the City, City staff recommend approval of the amended property use agreement.

COMMUNITY ENGAGEMENT:

Not Applicable

No community engagement was performed related to the lease agreement amendment.

ALTERNATIVE ACTIONS:

The City Council could choose not to approve the property use agreement amendment and provide City staff with alternate direction.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Previous actions on the property use agreement were completed under the City Manager authority.

FISCAL AND RESOURCE IMPACT:

The amended lease will provide \$3,037.27 per month to the City, an increase of \$1,000 per month over the original agreement.

CEQA (California Environmental Quality Act):

Categorical Exemption

The planned maintenance and management of city facilities falls within the CEQA categorical exemption of Class 1, Existing Facilities.

**FIRST AMENDMENT TO PROPERTY USE AGREEMENT FOR
USE OF SPACE AT
MORGAN HILL CITY HALL CAMPUS
BY AND BETWEEN CITY OF MORGAN HILL
AND THE SANTA CLARA HABITAT AGENCY**

This FIRST AMENDMENT to PROPERTY USE AGREEMENT is entered into and becomes effective on _____ ("Effective Date") between the CITY OF MORGAN HILL, a municipal corporation of the State of California ("CITY"), and the SANTA CLARA VALLEY HABITAT AGENCY, a California Joint Exercise of Powers Agency, pursuant to the California Joint Powers Act ("AGENCY"), 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 based upon the authority of the City Manager pursuant to Chapter 2.08.040 R 1.c. of the Morgan Hill Municipal Code.
2. The CITY and AGENCY entered into that "Property Use Agreement for Use of Space at Morgan Hill City Hall Campus" made as of January 29, 2024, for use of the Premises, known as "the Villas" ("PROPERTY USE AGREEMENT"). The PROPERTY USE AGREEMENT is attached as Exhibit "1" to this Agreement.
3. The CITY desires to continue to allow AGENCY to use the Premises, and the AGENCY desires to continue to use the Premises, to perform its executive and administrative services on the Premises.

AGREEMENT

The Parties Mutually Agree as Follows:

1. All terms and conditions of the PROPERTY USE AGREEMENT, 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. Pursuant to Section 6 of the PROPERTY USE AGREEMENT, the term is extended through June 30, 2026, by mutual consent of the Parties.
 - B. As of the Effective Date, all references to Exhibit A shall now be updated to Exhibit A-1, that is hereby attached and incorporated herein by this reference.
 - C. Section 7 of the PROPERTY USE AGREEMENT shall be amended by the following:

As of the Effective Date, pursuant to Section 7 of the PROPERTY USE AGREEMENT, the Use Payment shall be \$3,037.27 per month.

2. "Conflicting Provisions: In the event of a conflict between the terms and provisions of the Property Use Agreement and the First Amendment to Property Use Agreement, the terms of this First Amendment to Property Use Agreement shall govern and control."
3. The individuals executing this First Amendment to Property Use Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective entities.

In WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the effective date.

CITY OF MORGAN HILL,

Christina Turner, City Manager

Approved as to Form:
Donald Larkin, City Attorney

By: _____

By: _____

Date: _____

Date: _____

Attest:

By: _____
Michelle Bigelow, City Clerk

Date: _____

SANTA CLARA VALLEY HABITAT AGENCY

DocuSigned by:



Date: _____

Edmund Sullivan, Executive Officer

Approved as to Form:

Attest:

By: _____
Michelle Bigelow, Agency Secretary

Signed by:

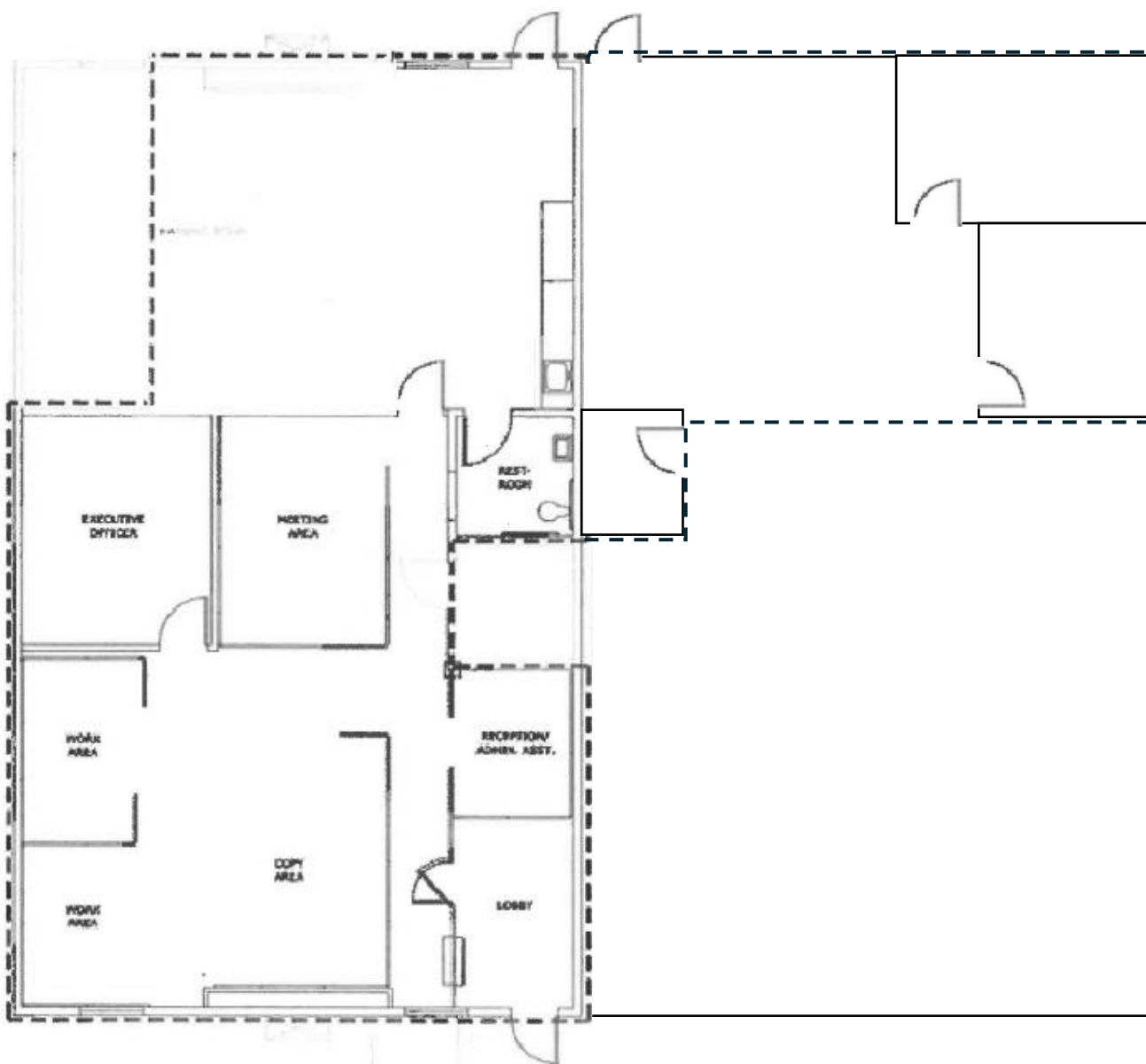


By: _____
Valerie Armento, General Counsel

EXHIBIT A-1

PREMISES

Premises are located at 535 Alkire Avenue, Morgan Hill, California 95037.



126-04-24-085

EXHIBIT 1

**PROPERTY USE AGREEMENT FOR
USE OF SPACE AT
MORGAN HILL CITY HALL CAMPUS
BY AND BETWEEN
THE CITY OF MORGAN HILL
AND
THE SANTA CLARA VALLEY HABITAT AGENCY**

1. PROPERTY USE AGREEMENT

This PROPERTY USE AGREEMENT ("Agreement") is made and entered into on 1/29/2024, 2023 (the "Effective Date"), by and between the CITY OF MORGAN HILL, a municipal corporation of the State of California (hereinafter "City"), and the SANTA CLARA VALLEY HABITAT AGENCY, a California Joint Exercise of Powers Agency, pursuant to the California Joint Powers Act (hereinafter "Agency"), who agree as follows:

2. RECITALS

- 2.1. City is the owner of that certain real property located at 535 Alkire Avenue, Morgan Hill, CA 95037 upon which that certain structure commonly called "The Villas" is located (the "Premises", as that Premises is further described or depicted on **Exhibit A** attached hereto and incorporated herein).
- 2.2. Agency is the implementing entity for the Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan ("Plan"), which is a regional plan and program for land acquisition, management and maintenance involving a variety of funding sources and stewardship agencies. The specific aim of the Plan is to preserve and maintain habitat for wildlife, specifically for those that are threatened or endangered as required by federal and state law.
- 2.3. City is a member of Agency formed pursuant to the Joint Powers Act, Gov. Code §6500 et seq., to implement the Plan and City believes it is in City's interest to assist in the success of Agency. City and Agency previously entered into five-year Property Use agreements for the Premises on September 20, 2013, and December 20, 2018, that terminates on December 31, 2023.
- 2.4. City desires to allow Agency to use the Premises to provide Agency's administrative services and for Agency to perform its administrative functions, at the times and in the locations described in **Exhibit B** entitled, "Provision of Services and Use of Premises" attached hereto and incorporated herein by this reference.
- 2.5. City wishes to support and assist Agency in its transition as an ongoing, independent Agency and has determined that providing operational office space to Agency for its administrative functions in the near term furthers City's goal of facilitating implementation of the Plan and is an efficient use of City resources for a public purpose.

- 2.6. City and Agency desire to enter into this Agreement to acknowledge the foregoing recitals and to provide for an appropriate method for City to provide office space to the Agency's administrative functions and for Agency to compensate City for the use of the Premises for that purpose.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS FOLLOWS:

3. **AGREEMENT CONTACT INFORMATION.** The name and address of Agency for purposes of this Agreement are as follows:

Name: Santa Clara Valley Habitat Agency

Address: 535 Alkire Avenue
Morgan Hill, CA 95037

Contact: Executive Officer

The name and address of City for purposes of this Agreement are as follows:

Name: City of Morgan Hill

Address: 17575 Peak Avenue
Morgan Hill, CA 95037

Telephone: (408) 779-7271

Contact: City Manager

4. **PERMITTED USE.** Agency is authorized to use the Premises for the continuous operation of Agency's nonprofit services and operations in implementing and managing the Plan as further described in **Exhibit B**. Agency shall not use or permit to be used or suffer the use of the Premises for any other purpose without City's prior written consent, which consent may be granted or withheld in City's sole discretion.
5. **PREMISES, USE AND GENERAL PAYMENTS.** Agency is authorized to use the following spaces on the Premises as depicted on **Exhibit B** on a basis as set forth below, subject to any further conditions as may be set forth in said **Exhibit B**.

Space Description (as shown in Exhibit B)	Exclusive, Common Use
Reception Area, Executive Director Office Space, Work Areas	Exclusive Use
Conference Room, Break Room, Restrooms, Hallways	Common Use

- 5.1. **Exclusive, Preferential, Common Uses.** Subject to any further conditions as may be set forth in **Exhibit B**, (a) any space identified as “Exclusive” in Section 5 above shall be exclusive use space for Agency, of which Agency shall have sole use for its own operations, subject to the City’s right to enter pursuant to Section 11.5 of this Agreement, and (b) any space identified as “Common” will be available for use by Agency in the same manner as said spaces are available to City, with conference room use being subject to reservation by either party hereto as needed.
- 5.2. **Remittance and Late Payment Costs.** All payments due to City by Agency shall be remitted to City without set off or deduction. Agency acknowledges that late payment of payments and other sums due to City under this Agreement will cause City to incur costs not contemplated by this Agreement, the exact amount of which will be difficult to ascertain. Accordingly, if any payments due from Agency to City under this Agreement are not received within fifteen (15) days after the date due, Agency shall also owe and pay to City a late charge equal to four percent (4%) of such overdue amount. The parties agree that the late charge represents a fair and reasonable estimate of the costs City will incur because of the late payment by Agency. Acceptance of the late charge by City shall not constitute a waiver of City’s default for the overdue amount, nor prevent City from exercising other rights and remedies available to City at law or in equity.
- 5.3. **Proration.** In the event that the term of this Agreement shall commence or end on any day other than the first or last day of a calendar month, such monthly payment consideration due for a portion of such month shall be prorated on a per-diem basis, and the first payment of amounts to be paid to City from Agency shall be due to City on or before the Effective Date hereof; provided, however, that the parties hereto may mutually agree to another due date for said first payment from Agency to City.
6. **TERM.** This Agreement is effective as of the Effective Date and will terminate on December 31, 2024, except that this Agreement shall earlier terminate upon (a) a date designated by either party provided that the terminating party provides written notice of termination to the other party at least one hundred and twenty (120) days prior to the

termination date, or (b) the date of an uncured default as set forth in Section 16 of this Agreement. The term of the Agreement may be extended by mutual consent of the Parties, and City's City Manager is authorized to extend the term of this Agreement upon the same other terms and conditions contained herein on the Effective Date on behalf of City.

7. **USE PAYMENT.** As consideration for City allowing Agency to use the Premises pursuant to and in accordance with the terms and conditions of this Agreement, Agency agrees to and shall pay to City on the Effective Date of this Agreement, subject to the provisions of Section 5.3 above, and no later than the first day of each subsequent month during such time as this Agreement continues to remain in effect or, if this Agreement terminates or expires but Agency still has not vacated the Premises, then, during such holdover period, the sum of two thousand thirty-seven dollars and twenty-seven cents (\$2,037.27) per month.
8. **ASSIGNMENT AND SUBLETTING.** Agency shall not assign this Agreement or any of Agency's rights, obligations or duties, or sublet the Premises or any portion thereof, and any such attempt to so assign or sublet shall be null, void and of no effect.
9. **CONDITION OF PREMISES.** City represents and warrants that the Premises is in satisfactory condition for Agency's intended use of the Premises as administrative office space. Agency accepts the Premises for its use under this Agreement in its present condition, subject to (a) all matters discoverable by physical inspection of the Premises or that would be discovered by an accurate survey or review of the Premises, and (b) all matters known to Agency or of which Agency has notice, constructive or otherwise. The taking of possession of the Premises shall, in itself, constitute acknowledgment and agreement by Agency that the Premises is in a condition satisfactory for Agency's use, and that City has not agreed to undertake any modifications, alterations or improvements to the Premises except as specifically provided in this Agreement. Agency specifically acknowledges that, except as otherwise may be expressly provided herein, City has made no representations concerning the condition of the Premises or the fitness of the Premises for the Agency's intended use, or the compliance of the Premises with any federal, state or local building codes or ordinance or with any laws or regulations or guidelines regarding disabled or handicapped persons, including without limitation the Americans with Disabilities Act of 1990.
10. **MAINTENANCE; REPAIRS.** City shall maintain the Premises at City's expense, including but not limited to all exterior landscaping, windows, the mechanical, plumbing, and electrical equipment serving the Premises and the structure (commonly known as "The Villas"), in reasonably good order and condition so as to meet the reasonable needs of the Agency, except for damage, excluding normal wear and tear, caused solely by the Agency. Damage resulting solely from Agency's use of the Premises shall be repaired by Agency at Agency's sole cost and expense. The standard of this maintenance shall be equal to that of other City office buildings of a similar class in the City of Morgan Hill.
11. **MAINTENANCE - INTERIOR SPACES.** City shall, at City's cost and expense, provide routine janitorial maintenance of the interior spaces of the Premises, both the Common Use spaces and Agency's Exclusive Use spaces, in a manner similar to that which City provides to the balance of City's City Hall Campus. Agency shall conduct its operations and use the

Premises in a lawful manner and in a manner that maintains the Premises in a good, clean, safe and sanitary condition.

- 11.1. Alterations. Agency shall make no alterations, additions or improvements to the Premises without first obtaining the written permission of the City. Agency shall pay for all labor done and materials furnished for any alterations, additions or improvements to the Premises. Upon Agency's completion of any alterations, additions or improvements within the Premises, Agency shall furnish to City a set of reproducible, final "as built" drawings of any and all such alterations, additions or improvements. Agency waives the right to make repairs at the expense of the City.
- 11.2. Liens or Encumbrances. Agency shall keep the Premise free and clear of any liens or encumbrances of any kind whatsoever created by or through Agency. If any such lien or encumbrance is filed, Agency shall not be deemed to be in default if such lien or encumbrance has been removed of record within 45 days of the filing thereof. If Agency fails to do so, City shall have the right and option, but not the duty, to pay or otherwise discharge, stay or prevent the execution of any lien or encumbrance. In such event, City shall not be deemed to have waived the City's right to declare Agency in default under this Agreement, and Agency shall reimburse City for all sums expended in connection with removing such lien or encumbrance, including City's reasonable attorneys' fees and costs, and such reimbursement shall be due and payable by Agency to City ten (10) days after City's written demand to Agency for any such payments, fees or costs.
- 11.3. Waste. Agency shall not commit nor permit to be committed any waste upon the Premises or carry on any nuisances or illegal activities on the Premises.
- 11.4. Agency's Property. Any and all personal property belonging to or brought onto the Premises by Agency or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of Agency. Agency shall have the ability to lock the external doors to the Premises and activate an alarm. Subject to City's right of approval, Agency may place and install trade fixtures and other personal property in the Premises for use in connection with its operations, and the same shall be and remain the property of Agency. Agency shall, however, be responsible for the cost of repairing any damage to the Premises or any other improvements of City which are caused by the removal of any such trade fixtures and personal property brought onto the Premises by or through Agency. Notwithstanding the foregoing, however, if Agency shall at any time be in default, then City shall have the benefit of any statutory liens on Agency's property located in or on the Premises which are available to it under the laws of the State of California, and Agency shall not remove or permit the removal of any of such property until all amounts secured by such liens have been paid and all other defaults under this Agreement have been cured.
- 11.5. City's Right to Enter. City and its designated agents shall have the right to enter any and all parts or spaces on Premise at any reasonable time for inspection, maintenance, repair, attending to emergencies or any other reasonable business or purpose.

- 11.6. **Utilities.** Agency's Use Payment set forth in Section 7 of this Agreement includes charges for telephone, internet access, copier lease, electricity, water, sewer and trash collection, if any, as set forth in **Exhibit B**.

12. **RULES AND REGULATIONS.** Agency agrees to perform its activities on the Premises in a manner that comports with customary business practices and behavior for a public agency. Agency covenants and agrees to observe and comply with all reasonable rules and regulations promulgated by City and its authorized designees that do not unduly infringe on Agency's ability to use the Premises for the intended purpose, including all safety, security and operations directives of the City Manager, which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Premises and the use of facilities at the City Hall Campus. Agency further covenants and agrees to observe and comply with any and all valid and applicable requirements of all duly-constituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to Agency, the Premises or City. Agency agrees to promptly pay or reimburse City for any fines which may be assessed against City as a result of the violation by Agency of any applicable law or regulation arising from Agency's use of the Premises, which payment shall be made by Agency to City within fifteen (15) days from receipt of City's invoice for such amount and documentation showing that payment of such fine is Agency's responsibility.

13. **INSURANCE REQUIRED.**

- 13.1. **Insurance.** Agency shall, at its own cost and expense, purchase and maintain throughout the term of the Agreement the levels of insurance set forth on **Exhibit C**, entitled "Insurance Provisions," attached hereto and incorporated herein by this reference.
- 13.2. **Insurance Certificates.** At least three (3) business days prior to the commencement of the term of this Agreement and at least thirty (30) days prior to the expiration of any policy or policies provided by Agency, Agency shall cause a certificate or certificates of insurance to be furnished to City evidencing all such coverage, and such certificate shall provide that the policy or policies will not be cancelled nor the limits materially changed without first providing at least thirty (30) days' written notice thereof to City. At the City's request, copies of all required insurance policies will be provided to City.

14. **INDEMNIFICATION.**

- 14.1. Neither City, nor any officer, employee or agent thereof, shall be responsible for any damages, loss, costs, or liability arising out of or occurring by reason of anything done or omitted to be done by Agency under or in connection with this Agreement. It is also understood and agreed that, as authorized by California Government Code section 895.4, Agency shall fully defend, indemnify and hold City, its officers, employees and agents harmless from any claims, costs, loss, damages or liability arising out of or occurring by reason of anything done or omitted to be done by Agency under or in connection with this Agreement. Agency shall use counsel reasonably

acceptable to City's City Attorney. The provisions of this Section 14.1 shall survive the expiration or earlier termination of the term of this Agreement with respect to any acts or omissions occurring during the term of this Agreement.

14.2. Neither Agency, nor any officer, employee, or agent thereof, shall be responsible for any damages, loss, costs or liability arising out of or occurring by reason of anything done or omitted to be done by City under or in connection with this Agreement. It is also understood and agreed that, as authorized by California Government Code section 895.4, City shall fully defend, indemnify and hold Agency, its officers, employees and agents harmless from any such claims, costs, loss, damages or liability arising out of or occurring by reason of anything done or omitted to be done by City under or in connection with this Agreement. City shall use counsel reasonably acceptable to Agency's legal counsel. The provisions of this Section 14.2 shall survive the expiration or earlier termination of the term of this Agreement with respect to any acts or omissions occurring during the term of this Agreement.

15. **WAIVER OF DAMAGE.** Agency hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Premises or the City, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due to the sole negligence or willful misconduct of City or its officers, agents or employees.
16. **DEFAULT.** Agency shall commit an event of default in the event that (a) Agency shall fail to remit any payment due to City under Section 7 of this Agreement within ten (10) business days after receipt by Agency of the City's written demand, (b) Agency or any of its officers, employees, agents, invitees, subtenants or licensees violates any other term, covenant or condition of this Agreement and such violation continues beyond thirty (30) days after City has provided written notice thereof to Agency, or if the nature of the cure of such term, covenant or condition reasonably requires more than thirty (30) days to remedy, if Agency does not commence the cure of such term, covenant or condition within such thirty (30) day period and diligently pursue such cure to completion thereafter, (c) Agency ceases to use the Premises or to operate its services as set forth in **Exhibit B** beyond thirty (30) days after City has given written notice to resume operation, or (d) if a trustee or receiver is appointed to take possession of substantially all of Agency's assets located in the Premises or of Agency's interest in this Agreement, where possession is not restored to Agency within thirty (30) days. On the occurrence of any such event of default, City may elect to terminate this Agreement (which termination shall be evidenced by a written notice of termination from City to Agency) and resume possession of the Premises, thereafter using the same for its own purposes without having to account to Agency therefor. Any partial payment of any payment due to City under this Agreement from Agency and accepted by City shall not render ineffective any notice given by City to the Agency pursuant to the terms of this

- Agreement or California Code of Civil Procedure Section 1161, et seq., or any successor statute thereto.
17. **END OF TERM.** At the end of the term or upon the earlier termination of this Agreement, Agency shall deliver to City possession of the Premises and all of the fixtures and equipment of City in their original condition in all respects, reasonable use and wear excepted, and Agency agrees to reimburse City for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition; provided, however, in the event Agency has caused any alterations, additions or improvements to be made to the Premises, including but not limited to the addition, relocation or removal of partitions and doorways (which such alterations or improvements shall be made at Agency's cost and only with the prior express written approval of City in each instance), City may elect, with respect to each such alteration, addition or improvement, to accept it as it was at the time it was made or constructed, reasonable use and wear excepted, or to require the same to be restored to its original condition at Agency's expense.
18. **HOLDING OVER.** If Agency continues to occupy the Premises after the term of this Agreement has expired or terminated in any manner and City has not objected thereto, such holding over shall be deemed a month to month agreement to use the Premises terminable on thirty (30) days' notice given by either party (the "Hold-Over Agreement") on the same terms and conditions as provided in this Agreement.
- 18.1. Notwithstanding the foregoing, nothing contained in this Agreement shall give Agency any right to occupy the Premises at any time after expiration of the term of this Agreement or its earlier termination. Agency acknowledges and agrees that upon such expiration or termination, it shall not be entitled to any relocation assistance or payment pursuant to the provisions of Title 1, Division 7, Chapter 16, of the Government Code of the State of California (Section 7260 et seq.) or pursuant to any other laws or regulations with respect to any relocation of its business or activities upon the expiration of the term of this Agreement or upon its earlier termination or upon the termination of any holdover tenancy pursuant to this Section 18, and Agency hereby waives and releases to City all rights, if any, to which Agency may be entitled under said provisions.
- 18.2. If Agency shall continue to occupy the Premises after the term of this Agreement has expired or terminated in any manner and City has objected thereto, then City shall be entitled to reenter the Premises and enforce any other right available to it under the laws of California or the provisions of this Agreement.
19. **NONDISCRIMINATION.** Agency covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, and this Agreement is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of, any person or group of persons on any basis prohibited by State or Federal law, including but not limited to on the basis of race, color, creed, religion, gender, sexual orientation, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, or enjoyment of the portion of the

Premises herein leased nor shall the Agency, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, invitees, Agency's, subtenants, or vendees in the portion of the Premises herein leased.

20. **HAZARDOUS MATERIALS.** Agency shall not keep or maintain any Hazardous Substance on or in the Premises without City's prior written approval. Agency shall promptly give notice to City of any Hazardous Substance dispersal or spill, or Hazardous Substance claim, of which it is aware. Agency shall defend, with counsel acceptable to City, indemnify and hold City harmless from any and all claims, costs, damages, penalties, or liabilities arising out of the Agency's use or release of any Hazardous Substance at, in, or on the Premises dated from the time the Agency occupied the Premises. The term "Hazardous Substance" as used in this Agreement shall mean any products, substances, chemical, material, or waste whose presence, nature, quantity, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release, or effect, either by itself or in combination with other materials expected to be on the Premises, is either (a) potentially injurious to the public health, safety, or welfare, the environment, or the Premises, (b) regulated or monitored by any governmental authority, or (c) a basis for liability of City to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, MTBE, petroleum, gasoline, crude oil, or any products, by-products, or fractions thereof.
21. **NOTICES.** All notices between the parties shall be in writing and may be hand delivered, sent by U.S. Mail, or delivered by signature verified courier/delivery service. Notice shall be addressed to:

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

Agency: Executive Officer
Santa Clara Valley Habitat Agency
535 Alkire Avenue
Morgan Hill, CA 95037

and in any and all cases a copy of such notice to either party also shall be provided as follows:

General Counsel
Santa Clara Valley Habitat Agency
535 Alkire Avenue
Morgan Hill, CA 95037

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

Notice shall be effective upon actual delivery of the notice, or three (3) days following deposit of such notice in the mail, whichever is earlier.

22. **WAIVER.** The waiver by either party of a breach or event of default by the other party of any agreement herein shall not be deemed to be a waiver by that party of any covenant of the Agreement. Such waiver by either party shall not constitute a waiver of any future breach by the other party of the same or other covenants of this Agreement.

23. **CITY'S RESERVED RIGHTS.**

23.1. City reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Premises, and to run water, electrical, telephone, gas, drainage, communications and other lines over, under, across and through the Premises and to grant necessary utility easements therefor provided that such easements do not unreasonably interfere with Agency's uses of the Premises.

23.2. City reserves the right to further develop, improve, repair and alter the Premises and all facilities, buildings as it may see fit, free from any and all liability to Agency for loss of business or damages of any nature whatsoever to Agency occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of City or its employees, agents or contractors; provided, however, that City shall provide comparable space at the Morgan Hill City Hall Campus if the Premises are not available during such Premises work.

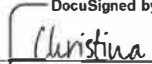
24. **DESTRUCTION OF PREMISES.** In the event the Premises are partially destroyed from any cause, City shall have the right to repair the damaged property or areas without providing any alternative space for Agency; provided, however, that City and Agency agree to consult with each other on possible alternative space arrangements that could be made available for Agency on City's City Hall Campus. Agency's obligation to make use payments and any other payments pursuant to this Agreement shall be abated during any month, or portion of a month, that the Premises are rendered entirely unsuitable for Agency's reasonable use due to destruction or damage or any period of repair. If the Premises are rendered unsuitable for Agency's reasonable use due to destruction or damage or any period of repair and Agency and City do not come to agreement on alternative space for Agency on City's City Hall Campus, Agency may elect to terminate this Agreement immediately by giving written notice to City. If the repairs cannot be made within one hundred eighty (180) days, the Premises suffer the destruction of more than twenty-five percent (25%) of the replacement cost, or insurance proceeds are not sufficient to cover at least ninety percent (90%) of the cost of repairs, City may elect to terminate this Agreement by giving Agency written notice. City shall not be obligated to replace any of the Agency's personal property which may be damaged or destroyed.

25. **MISCELLANEOUS.**

- 25.1. **Jurisdiction; Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to principles of conflict of laws). It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained. Jurisdiction over any disputes arising out of this Agreement shall be vested in the courts of the County of Santa Clara, State of California.
- 25.2. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representation or statements heretofore or contemporaneously made with respect to such subject matter, whether oral or written, are merged herein. Except as otherwise expressly provided in this Agreement, this Agreement may be altered or amended only by written instrument executed by both parties hereto.
- 25.3. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 25.4. **Signatures.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective entities.
- 25.5. **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.

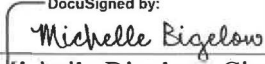
26. **AMENDMENTS.** Amendments to this Agreement may be made by mutual written agreement between the parties.

CITY OF MORGAN HILL, a municipal corporation,

By: 
Christina Farmer, City Manager

Date: 1/29/2024

Attest:

By: 
Michelle Bigelow, City Clerk

Date: 1/30/2024

Approved as to Form:

By: 
Cynthia Harrison, City Attorney

Date: 1/25/2024

SANTA CLARA VALLEY HABITAT AGENCY, a California Joint Exercise of Powers Agency

By: DocuSigned by:
Edmund Sullivan
Edmund Sullivan, Executive Officer

Date: 1/25/2024

Approved as to Form:

Attest:

By: DocuSigned by:
Michelle Bigelow
Michelle Bigelow, Agency Secretary

By: DocuSigned by:
Valerie J. Armento
Valerie Armento, General Counsel

Date: 1/25/2024

Date: 1/25/2024

EXHIBIT A

PREMISES

Premises are located at 535 Alkire Avenue, Morgan Hill, California 95037.

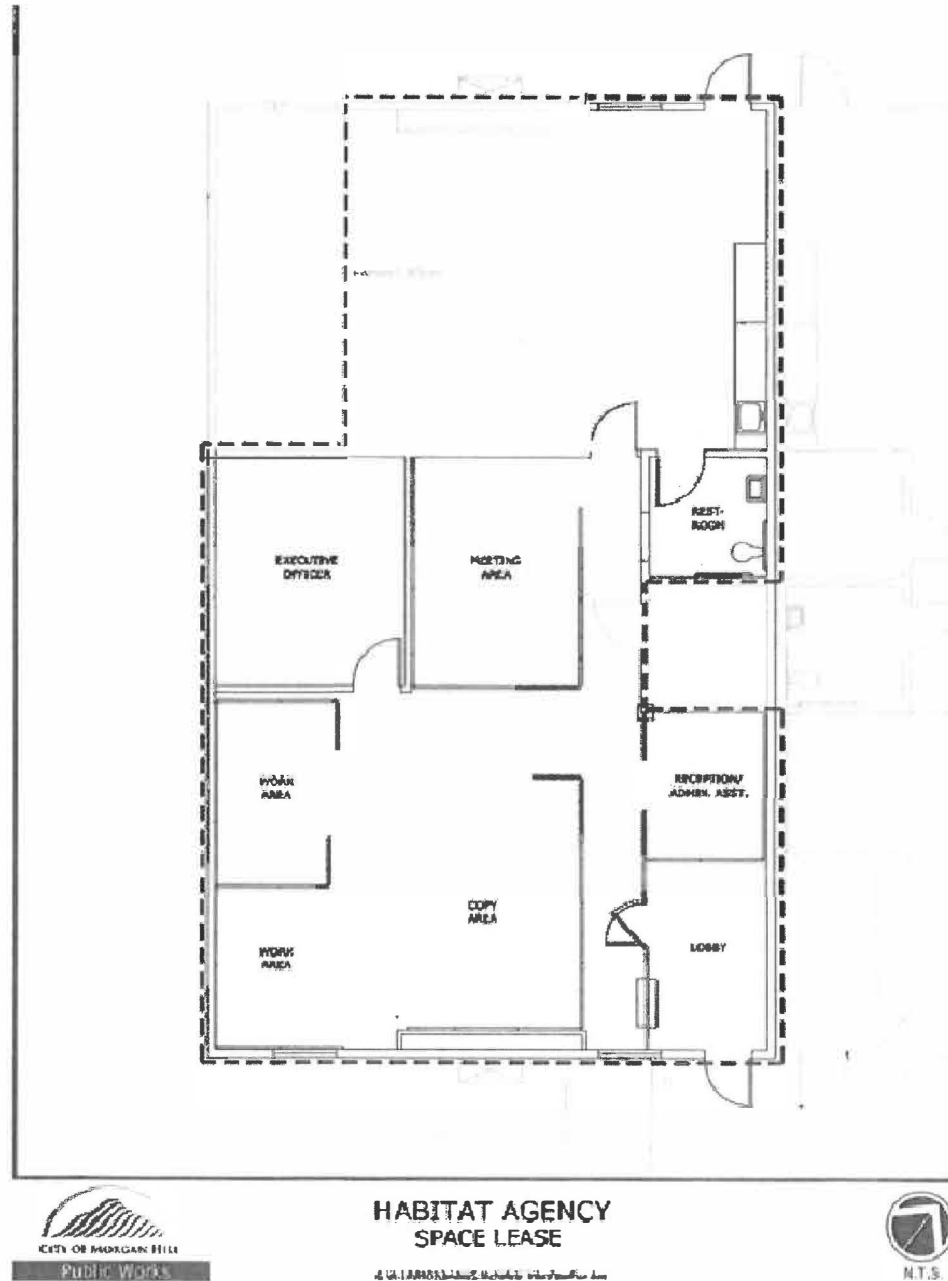


EXHIBIT B

PROVISION OF SERVICES AND USE OF PREMISES

Agency may use the Premises for its executive and administrative office functions, including providing Agency administrative services to the general public. Agency may utilize City meeting rooms, both on and off site, at no additional cost to the Agency subject to the same scheduling criteria as City departments and staff.

EXHIBIT C

INSURANCE PROVISIONS

Agency 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 Agency, including liability for damage or injury to the property or person (including death) of any Agency or invitee of Agency or any other person entering upon or using the Premises, or any structure thereon, or any part thereof, and arising from Agency's use and occupancy thereof, 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. Agency further understands that City reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to Agency, at any time as deemed necessary to protect the interests of City.

4.1. Insurance Types and Amounts.

4.1.1. Commercial General Liability (CGL). Agency shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least five hundred thousand dollars (\$500,000.00) for property damage, or (ii) the maximum amount of such insurance available to Agency under Agency's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

4.1.2. Automobile Liability. Agency shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if Agency does not own automobiles, then Agency shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least five hundred thousand dollars (\$500,000.00) for property damage, or (ii) the maximum amount of such insurance available to Agency under Agency's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

4.1.3. Workers' Compensation Insurance and Employer's Liability. Agency 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 Agency under Agency's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If Agency is self-insured, Agency shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

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

4.2.1. General Liability.

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

4.2.1.2. the 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; and,

4.2.1.3. insurance shall be primary non-contributing.

4.2.2. Workers Compensation.

The 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.

4.3. 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 an financial size rating of "VII" or better.

4.4. Certificates. Agency 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, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to this Agreement shall be canceled or materially changed except after thirty (30) days' notice by the insurer to City. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address as follows:

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

CITY COUNCIL STAFF REPORT

MEETING DATE: November 20, 2024

PREPARED BY:

Hilary Holeman, Administrative Analyst

APPROVED BY: City Manager

APPROVE CODE OF CONDUCT FOR PUBLIC MEETINGS IN THE COUNCIL CHAMBER AND CONFERENCE ROOMS

RECOMMENDATION(S)

Approve City Council Policy, "Code of Conduct for Public Meetings in the Council Chamber and Conference Rooms."

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Fostering a Positive Organizational Culture

Preserving and Cultivating Public Trust

REPORT NARRATIVE:

On August 22, 2022, Governor Gavin Newsom signed into law SB 1100, designed to address disruptions at public local government meetings to protect the public and public officials from threats and ensure that public access is not impeded by disruptive behavior. In response, staff presented to the City Council a draft Code of Conduct Policy for Public Meetings in the Council Chamber and Conference Rooms at the [September 6, 2023](#), Council meeting for their consideration. City Council provided feedback to staff, and a revised draft Policy was brought back at the [September 27, 2023](#), Mid-Year Goal Review Workshop for discussion, which resulted in direction to staff to further refine the language. Following this meeting, the City Council decided not to pursue the policy.

However, on [February 21, 2024](#), Council Member Borgioli requested a renewed discussion on the Code of Conduct to address disturbances within the Council Chamber during meetings to prevent unacceptable behaviors. At the Mid-Year Goal Review Workshop on [September 18, 2024](#), staff prepared a memo to reacquaint the Council with the Policy and through the discussion, received feedback to add clarity about the Policy applying to all those in attendance, who has the authority to enforce, warnings, and to return with a final policy at a regular meeting.

COMMUNITY ENGAGEMENT:

Inform

This report serves to inform the community about City Council's consideration of a Code

of Conduct Policy for public meetings.

ALTERNATIVE ACTIONS:

The City Council could choose to make changes to the draft policy or not approve a policy.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- [September 6, 2023](#) - A draft Code of Conduct Policy for Public Meetings in the Council Chamber and Conference Rooms was introduced.
- [September 27, 2023](#) - A revised draft Policy was brought back which resulted in direction to staff to further refine the language. Following this meeting, the City Council decided not to pursue the Policy.
- [February 21, 2024](#) - Council Member Borgioli requested a renewed discussion on the Code of Conduct.
- [September 18, 2024](#) - The draft Policy was presented and City Council directed staff to return with a revised policy for final adoption at a regular City Council meeting.

FISCAL AND RESOURCE IMPACT:

There is no fiscal impact associated with approving this policy.

CEQA (California Environmental Quality Act):

Not a Project

Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

CITY OF MORGAN HILL

CITY COUNCIL POLICIES AND PROCEDURES

CP-xx-xx

SUBJECT: CODE OF CONDUCT FOR PUBLIC MEETINGS IN THE COUNCIL CHAMBER AND CONFERENCE ROOMS

EFFECTIVE DATE: XXXXXXXX, 20232024

ORIGINATING DEPARTMENT: CITY ATTORNEY

PURPOSE

The purpose of this policy is to establish rules of decorum for all attendees - members of the public, City staff, and elected officials - who are present-attending, bringing signs or other objects to, and/or addressing the legislative or policy body at meetings held in the Council Chamber and Conference Rooms, including meetings of the City Council and Commissions. This policy is intended to facilitate the conduct of public meetings in an open and orderly manner and in an environment safe for all persons in attendance.

SCOPE

This policy applies to persons attending public meetings in the Council Chamber and Conference Rooms.

POLICY

The Code of Conduct is intended to promote open meetings that welcome debate of public policy issues being discussed by the City Council and Commissions in an atmosphere of fairness, courtesy, and respect for differing points of view.

1. Public Meeting Decorum:

- a) Persons in the audience-attendance will refrain from behavior which will disrupt the public meeting. This includes ~~making loud noises, clapping, shouting, booing, hissing, or engaging in~~ any other activity ~~in a manner~~ that disturbs, disrupts, or impedes the orderly conduct of the meeting.
- b) Persons in the audienceattendance will refrain from creating, provoking, or participating in any type of disturbance involving unwelcome physical contact.
- c) ~~Persons in the audience will refrain from speaking to others in person and/or on the phone in the Council Chamber or Conference Rooms while the meeting is in session.~~
- d) ~~Appropriate attire, including shoes and shirts are always required in the Council Chamber and Conference Rooms.~~

~~e) Persons in the audience will not place their feet on the seats in front of them.~~

2. Signs, Objects, or Symbolic Material:

- a) Objects and symbolic materials, such as signs or banners, will be allowed in the Council Chambers and Conference Rooms, with the following restrictions:
 - i. No objects will be larger than 2 feet by 3 feet.
 - ii. No sticks, posts, poles, or other such items will be attached to the signs or other symbolic materials.
 - iii. The items cannot create a building maintenance problem or a fire or safety hazard.
- b) Persons with objects and symbolic materials such as signs must remain seated when displaying them and must not raise the items above shoulder level, obstruct the view or passage of other attendees, or otherwise disturb the business of the meeting.
- c) Objects that are deemed a threat to persons at the meeting or the facility infrastructure are not allowed. City staff is authorized to remove items and/or individuals from the Council Chamber and Conference Rooms if a threat exists or is perceived to exist. Prohibited items include, but are not limited to: firearms ~~(including replicas and antiques)~~, toy guns, explosive material, and ammunition; knives and other edged weapons; illegal drugs and drug paraphernalia; laser pointers, ~~sharp objects-scissors, razors, scalpels, box-cutting knives, and other cutting tools; letter openers, corkscrews, can openers with points, knitting needles, and hooks; hairspray,~~ pepper spray, and aerosol containers; ~~tools; glass containers;~~ and large backpacks and suitcases that contain items unrelated to the meeting.

3. Addressing the Council or Commission:

- a) Please see Section 6. Public Comment of City Council Policy 97-01, for information on addressing the City Council or Commission.
- b) Speakers should discuss topics related to City business on the agenda unless they are speaking during public comment for items not on the agenda.
- c) Speakers' comments should be addressed to the full body. Requests to engage the Mayor, Council Members, Commissioners, or staff in conversation will not be honored. ~~Abusive language is inappropriate and subject to removal from meeting. Language that violates the law such as threats of violence, or words likely to provoke a fight will be cause for removal and subject to arrest.~~
- d) Speakers will not bring to the podium any items other than a prepared written statement, writing materials, or objects that have been inspected by security staff.
- e) If an individual wishes to submit written information, he or she may give it to the City Clerk or other administrative staff at the meeting.
- f) Speakers and any other members of the public will not approach the dais at any time during the meeting without prior consent from the Chair of the meeting.

Any failure to comply with this Code of Conduct ~~which may that~~ disturbs, disrupts, or impedes the orderly conduct of the meeting may result in removal from the meeting and/or possible arrest. The Mayor and City Attorney are authorized to enforce this Code of Conduct to maintain a respectful and orderly environment for all participants. When appropriate, a warning shall be issued prior to any further action.

This policy shall remain in effect until modified by the City Council.

APPROVED:

MARK TURNER, MAYOR

DRAFT

CITY COUNCIL STAFF REPORT

MEETING DATE: November 20, 2024

PREPARED BY:

Andrew Aguilar, Community Services Supervisor

APPROVED BY: City Manager

APPROVE COMMUNITY PLAYHOUSE LICENSE AGREEMENT WITH SOUTH VALLEY CIVIC THEATRE

RECOMMENDATION(S)

Authorize the City Manager to execute and administer the license agreement through December 2027 with South Valley Civic Theatre.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Supporting our Youth, Seniors, and Entire Community

2024-2025 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Bikeways, Trails, and Recreation Master Plan

REPORT NARRATIVE:

South Valley Civic Theatre (SVCT) has provided theatrical entertainment for the Morgan Hill Community since 1969. The City recognizes the contributions made by SVCT to supporting culture and the arts in Morgan Hill, and has partnered with South Valley Civic Theatre to serve as the Home Company for the Community Playhouse since it opened. SVCT has leased the Community Playhouse for its ongoing theatrical performances since December 2002 and all past license agreements have designated the organization as the "Home Company" for the Playhouse. This has been a positive and mutually beneficial arrangement for both the City and SVCT, providing SVCT with primary use of the facility over other users, allowing the City to receive stable rent revenue for the facility, and providing local performing arts opportunities for the Community.

The most recent license agreement with SVCT was renewed in December 2021 for the period of 2022 through 2024. The City is eager to continue to have SVCT performing in the Playhouse and continue the community benefit in early 2025.

It is important to recognize that SVCT is the most significant customer at the Playhouse, due to the high levels of use by the organization. In previous years, SVCT utilized the

playhouse for roughly 70% of total usage compared with all other users of the facility. The SVCT license provided approximately \$29,661 (47%) of \$63,576 in total annual revenue attributed to the Playhouse use during FY 23/24 (the most recent full year). The estimated costs for operation and maintenance of the Playhouse are approximately \$85,000.

The total payments for the five most recent license terms are outlined below:

January 2009-December 2011 \$72,000

January 2012-December 2014 \$72,538

January 2015-December 2017 \$ 74,901

January 2018-December 2020 \$60,291 (would have been \$81,218 if there was no forced closure due to the pandemic)

January 2022-December 2024 \$86,334

After negotiating the attached agreement with SVCT representatives, staff recommend renewing the agreement for another three (3) year term from January 1, 2025, through December 31, 2027. Minor changes to the terms of the agreement were made to support requests from both the City staff and SVCT. The annual base rent payment for the first year will be (\$30,580). The proposed license would set the base rent payment of \$30,580 beginning January 1, 2025, by the percentage equal to the average annual increase in the San Francisco-Oakland-San Jose Consumer Price Index for all urban consumers for the prior calendar year, but not to exceed 3.1%. The CPI cap was previously proposed by SVCT to help prevent extreme spikes in its base rent. This CPI increase will occur annually in January each year of the license term.

COMMUNITY ENGAGEMENT:

Collaborate

Partnering with SVCT and the volunteers that operate the non-profit is a collaborative endeavor with the goal of providing a venue for a local non-profit with a mission to provide high quality community theater to the residents of Morgan Hill and South Santa Clara County. SVCT is the largest theater organization in Morgan Hill and provides the greatest representation of the local theater community.

ALTERNATIVE ACTIONS:

The City Council could alternatively not approve the agreement and direct staff to continue negotiations with specific direction.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

December 7, 2011 - The City Council authorized the City Manager to execute the 2012-2014 Playhouse license agreement with SVCT.

August 6, 2014 - The City Council authorized the City Manager to execute the 2015-2017 Playhouse license agreement with SVCT.

August 23, 2017 - The City Council authorized the City Manager to execute the 2018-2020 Playhouse license agreement with SVCT.

December 15, 2021 - The City Council authorized the City Manager to execute the 2022-2024 Playhouse license agreement with SVCT.

FISCAL AND RESOURCE IMPACT:

The terms of the new agreement include total base rent of \$91,740 over a three-year term (\$30,580 each year) with a CPI increase each year, not to exceed 3.1% each year. Revenue supports the City's General Fund (Fund 010) and supports cost recovery for the Recreation and Community Services Division.

CEQA (California Environmental Quality Act):

Categorical Exemption

The planned maintenance and management of city facilities falls within the CEQA categorical exemption of class 1, Existing Facilities.

**AGREEMENT BETWEEN CITY OF MORGAN HILL
AND SOUTH VALLEY CIVIC THEATRE REGARDING LICENSING OF
MORGAN HILL COMMUNITY PLAYHOUSE
AND HOME COMPANY STATUS**

This Agreement is entered into on _____, 2024, by and between CITY OF MORGAN HILL, a municipal corporation, hereinafter referred to as “City,” and SOUTH VALLEY CIVIC THEATRE, a California Non-Profit Corporation, hereinafter referred to as “Home Company.”

RECITALS

WHEREAS, City is the owner of the Morgan Hill Community Playhouse (“Premises”), located at 17090 Monterey Road, Morgan Hill, California; and;

WHEREAS, South Valley Civic Theatre has provided theatrical entertainment to the Morgan Hill community since 1969, and wishes to continue doing so in appropriate facilities; and,

WHEREAS, City recognizes the long-term contributions made by South Valley Civic Theatre to the culture and entertainment resources of the city, and wishes to encourage South Valley Civic Theatre to continue to provide high-quality entertainment to the citizens of Morgan Hill, and City therefore designates South Valley Civic Theatre company as “Home Company” of the Morgan Hill Community Playhouse; and

WHEREAS, Home Company wishes to continue to use the Premises on a non-exclusive basis; and,

WHEREAS, City wishes to grant another license to Home Company for use of the Premises on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, City hereby grants a license to Home Company, and Home Company agrees to such license on the terms and conditions set forth in this Agreement.

AGREEMENT

1. Licensing of Premises. City hereby grants to Home Company a license, on a non-exclusive basis, to the Premises commonly known as Morgan Hill Community Playhouse located at 17090 Monterey Road for uses set forth in this Agreement.

2. Term; Termination

2.1 Term. The term of the Agreement shall commence on January 1, 2025, and end on December 31, 2027, unless terminated earlier pursuant to the terms of this Agreement.

2.2 Termination.

(a) Should City determine, in its sole discretion, that use of Premises by Home Company is causing undue damage or wear and tear to Premises, then City may terminate this Agreement upon ninety (90) days' written notice of the cause and intent to terminate, unless, within forty-five (45) days following the notice, the Home Company cures the cause for termination by appropriate repair or replacement (as reasonably determined by the City). Should City determine, in its sole discretion, that Home Company's use of Premises is incompatible with other uses, actual or intended, of Premises, then City may terminate this Agreement upon one hundred eighty (180) days' written notice without further responsibility to Home Company, or if less than one hundred eighty (180) days' notice is given, City shall elect either to reimburse Home Company's projected loss of net income based upon relevant historic data related to Home Company's recent, previous performances from performance days that are canceled as a result of the termination based on its then-current budget, or else find and fund a reasonable alternative venue for any show scheduled for performance within the one hundred eighty (180) days.

(b) If either party determines, in its sole discretion, that it is unable or unwilling to continue this Agreement under the terms hereof, each party reserves the right to terminate the Agreement without future obligation upon providing one hundred eighty (180) days written notice to the other party, with the exception that Home Company may terminate the Agreement by giving ninety (90) days written notice if City changes the operating hours of Premises, as defined in Paragraph 6.7, below, from those in place at date of this Agreement or exercises its right to preempt the Home Company's use, to the point where Home Company determines, in its sole discretion, that it will be impaired in exercising its rights or meeting its obligations under this Agreement.

2.3 Surrender of Premises

(a) On the termination date or the end of any extension or renewal of this Agreement, Home Company shall promptly surrender and deliver Premises to City in as good condition as they are as of the date of first occupancy under this Agreement; reasonable wear and tear and any damage caused by other licensee(s) reported to the City pursuant to section 10.2,- excepted.

(b) Any property of Home Company which remains on Premises following the termination date, and which remains on Premises for fifteen (15) days after Home Company has been notified to retrieve it, shall become the property of City, and City shall be entitled to retain or dispose of such property as it deems appropriate.

3. New Agreement. Prior to negotiating with any other potential home company, City agrees to negotiate with Home Company regarding a potential new agreement upon expiration of this Agreement. Notice of intent to commence negotiation must be given by Home Company to City at least twelve (12) months prior to the expiration of this Agreement

4. Scheduling.

4.1 City and Home Company agree to the following uses of the Premises in each general annual production season, defined as January through December of each year of this Agreement, consisting of the following:

- (a) Five (5) theatrical productions per year, and
- (b) Approximately ten (10) but no less than seven (7) performance days per theatrical production over a four (4) week period, for a total not to exceed fifty-five (55) performance days per year, and
- (c) a maximum of fourteen (14) rehearsal days per theatrical production, not to exceed seventy (70) rehearsal days per year and,
- (d) one (1) day for an awards show production, one (1) day for an annual meeting, and one (1) day immediately at the end of each theatrical production to strike the set and load-out of Premises.

4.2 City and Home Company may agree in writing on a production season exceeding five (5) theatrical productions at the Premises per year according to terms and conditions determined by both parties, and Home Company may elect to perform at a different venue no more than one (1) of the contemplated theatrical productions pursuant to Paragraph 4.1 during the term of this Agreement. (City acknowledges that Home Company presents small scale productions through Limelight Theater, wholly unrelated to and not in any way governed by the terms of this Agreement.)

4.3 Home Company agrees to provide to City in a timely manner the specific productions for each booking period and a comprehensive master schedule of the dates and times it requests for any and all activities at the Premises, including performances, rehearsals, and technical run-throughs. City shall provide a Master Playhouse Calendar to Home Company within two (2) weeks following the receipt of the master schedule. The booking periods and corresponding due dates are as follows:

- (a) First booking period: January 1, 2025, through December 31, 2025. Schedule of dates and times has already been submitted as of the effective date of this Agreement.
- (b) Second booking period: January 1, 2026, through December 31, 2026, Schedule of dates and times due on or before January 1, 2025.
- (c) Third Booking Period: January 1, 2027, through December 31, 2027. Schedule of dates and times due on or before January 1, 2026.

4.4 In initially setting the Master Playhouse Calendar, Home Company shall have priority over any other user aside from pre-existing City contracts. It is acknowledged and agreed that for dates not on the Master Playhouse Calendar, Home Company shall not have priority over any other user in booking or reserving such dates.

4.5 Should Home Company wish to change dates on the Master Playhouse Calendar after it has been issued by City, a written request for such change must be submitted to City. City reserves the right to accept or deny such change at its sole discretion. City shall respond in writing to Home Company's request to change dates within ten (10) working days of receipt of the request. If City denies such request, Home Company is responsible for the full facility fee and all additional expenses. However, provided City leases the space for the cancelled date(s) to another user, Home Company will receive a rebate based on the new facility fees paid, up to the maximum of the original Home Company facility fees.

4.6 City shall not be responsible to Home Company, or to any artist, booking agent, individual or organization, etc., for promises, contracts, representations, commitments, or promotions of any kind relating to a date for use of the Premises that has not yet received written approval from, and been scheduled by, City.

4.7 City shall provide Home Company with a Master Playhouse Calendar of all reserved facility uses, including those with other individuals or entities for Premises upon reasonable request.

5. Fees and Charges.

5.1 Base Rent Payments. Home Company shall pay an annual fixed base rent payment of Thirty Thousand Five Hundred and Eighty Dollars (\$30,580) ("Base Rent") beginning January 1, 2025, and ending December 31, 2025. Rent payments are to be paid on a pro rata monthly basis and are due and payable on the first day of each month of the lease, with the first payment due and payable on January 1, 2025.

5.2 Increase in Base Rent. Base Rent shall be increased annually beginning January 1, 2026, by the percentage equal to the average annual increase in the San Francisco- Oakland-San Jose Consumer Price Index for all urban consumers for the prior calendar year, but not to exceed 3.1%.

5.3 Additional Service Fees. Home Company shall be responsible for payment for any requested additional services provided by City not otherwise provided for in this Agreement.

(a) Home Company shall pay One Hundred Twenty-Five Dollars (\$125) per day for each additional rental day for performances or rehearsals or other Home Company events not included in Paragraph 4.1 above. Any additional rental days must be requested by Home Company in writing and approved by City.

(b) Other additional services requested of City by Home Company may include, but are not limited to, extra stage crew, extended ticket office hours, additional City staff hours, special requests, processing mailing lists, equipment rentals, piano use, online ticket services, etc. Costs for such services will be estimated by City in writing prior to providing the requested service.

5.4 Due Date. Fees owed City under Paragraphs 5.2 and 5.3, as well as any other fees or charges in other Paragraphs of the Agreement, are due and payable within thirty (30) days of invoice by City.

5.5 Late Charges; Default Interest. Home Company acknowledges that late payment of sums due under this Agreement may cause City to incur additional costs not contemplated by the Agreement, the amount of which will be difficult to ascertain. Therefore, if any sum due from Home Company is not received by City within thirty (30) days from the due date, then without any requirement for notice to Home Company, Home Company shall pay to City a sum equal to three percent (3%) of the overdue sum.

5.6 Reduction in Rent Upon Timely Election. If Home Company elects to perform one of its productions at another venue pursuant to paragraph 4.2 above and only if the Home Company gives City at least one hundred eighty (180) days' advance notice of that election, then Home Company shall be entitled to a reduction of Two Thousand Five Hundred Dollars (\$2,500) in Base Rent in each of the installments in the Base Rent for the final two (2) months of that calendar year. In this event, Home Company also shall not be responsible for any Additional Payments as defined in Paragraph 5.3 above on the production performed at the alternative venue.

6. Use of Premises.

6.1 Non-Exclusive Use. Exclusive use of Premises is not granted. City intends to and will allow other entities, including City, to use Premises, and performance, support, and access spaces will be shared. This includes the limited concurrent use of Premises as outlined in Paragraph 9.1 below. The utmost performance etiquette is required of Home Company, including consideration to reasonable and communicated space and storage needs of other users.

6.2 Permitted Use. Home Company shall use Premises for the purpose of producing, rehearsing, staging and public performance of live theater productions and for uses normally incidental to such use, and for no other purpose unless previously authorized by City in writing. Home Company agrees to comply with all terms and conditions, including the Policies and Procedures, laws, ordinances, rules, regulations, and any other policies applicable to Premises, including those imposed or required by City's insurers. Home Company further agrees to comply with the direction of the City Manager or his/her designee with respect to use of Premises.

6.3 Sale and Consumption of Food and Beverages. Home Company may provide any food and beverage concessions for their productions and performances. The sale and consumption of food on Premises must be in compliance with the Santa Clara County Health Department and all other applicable laws. This compliance is solely the responsibility of Home Company. The sale and consumption of alcoholic beverages on Premises must be approved by the City Manager or his/her designee in writing at least thirty (30) days in advance of the sale and/or consumption date (ABC event); or approved in accordance with applicable policies and procedures duly established for the Community and Cultural Center. Home Company must provide the required alcohol license and host liquor liability insurance acceptable to the City Manager or his/her designee twenty-one (21) days before the sale and/or consumption date. In

addition, each ABC event permit is subject to individual review and approval by the Morgan Hill Police Department. Home Company will be responsible to pay for cleaning should its activities or events cause spills in the theatre. The City will waive the security services requirement that is in place for events with alcohol, however the City reserves the right, in its sole discretion, to reinstate the requirement should issues occur. Home Company will ensure beverage inventory is stored in a non-visible storage area that is kept locked.

6.4 Restrictions on Use. Home Company shall use and maintain Premises in a clean, orderly, and safe manner. Home Company shall not commit any waste or any public or private nuisance upon Premises.

6.5 Interference with Exits. Home Company shall not in any way interfere with exits and exit signs, including panic hardware. All exit signs and exit paths shall be kept clear and illuminated.

6.6 “Good Neighbor” Provision. Home Company shall not interfere with the use of any properties adjacent to or in the immediate vicinity of Premises and shall endeavor to maintain good relations with the owners and/or tenants of such properties. Home Company shall use reasonable efforts to mitigate the effects on such properties from parking, lights, and sound incurred in its use of Premises.

6.7 Hours of Operation. On non-performance days, Home Company agrees to use Premises only during the hours of operation of Premises (“Hours of Operation”), which hours shall be established from time to time by the City Manager but shall not end earlier than 11:00 pm. On performance days, Home Company agrees that the performance will be concluded by the end of the Hours of Operation and that the audience will have exited, and Premises will be secured no later than one hour after the end of the Hours of Operation.

6.8 Operating Policies and Procedures. Home Company agrees to abide by the general Operating Policies and Procedures for the Morgan Hill Community Playhouse, except those provisions of this agreement shall prevail over conflicting provisions within the Operating Policies and Procedures.

7. Tenant Improvements; Additions; Alterations. Home Company shall not make any tenant improvements, additions, or alterations to Premises without prior written approval of City.

8. Obligations of the City.

8.1 Facility. City agrees to provide a clean, safe, ready for use, fully stocked, functional facility suitable for performances, rehearsals, and technical run-throughs.

8.2 Miscellaneous Services. In exchange for rent payments outlined in Paragraph 5.1 above, the following services shall be provided by City:

- (a) Space in City publications and at the Community and Cultural Center to advertise productions; subject to availability as determined at City’s sole discretion.

8.3 Master Calendar. City shall maintain a Master Playhouse Calendar for Premises. This calendar shall list all events of which City is aware and has made commitments to Home Company and other licensees and users.

9. Obligations of the Home Company.

9.1 On contracted dark (non-performance/non-rehearsal) days, Home Company shall provide front stage access (forward of the front curtain and ceiling screen) to City and upon forty-eight (48) hours' notice shall be responsible to move as necessary, or permit City to move, theatrical sets and other equipment behind the front curtain in order to accommodate other use. On contracted performance/rehearsal days, excluding Sundays, Home Company may, as the Home Company option, provide to City front stage access only not less than two (2) hours before or after a scheduled performance/rehearsal. On contracted Sundays, Home Company agrees that front stage only may be used by other contracted Users between the hours of 8:00 a.m. to 12:00 noon.

9.2 Home Company shall ensure that Premises are free from general clutter and trash after each performance, rehearsal, technical run-through, or other use. Following any use of Premises, Home Company shall promptly surrender Premises in a clean, orderly, and safe condition to City or other users. Home Company shall promptly remove all Home Company personal property without damage to the Premises one day following the end of each production as stated in Paragraph 4.1 above.

9.3 Home Company shall provide City with written proof of its current 501(c)(3) status at the time of signing this Agreement and shall provide by April 1ST of each year of this Agreement a list of the current officers and board members, and designated individuals for contact purposes for emergencies and non-emergencies.

9.4 Home Company shall keep accurate records of all ticket sales, and City shall have the right to inspect and/or audit same.

9.5 Home Company agrees to include a reference in all promotional material, when possible, that it is the "Resident Company of the Morgan Hill Community Playhouse".

9.6 Home Company agrees to attend, upon reasonable notice, meetings called by the City Manager or his/her designee to discuss issues relating to and compliance with the provisions of the Agreement.

9.7 Home Company shall assure that the stage area and any City-owned equipment, including but not limited to sound and lighting equipment, is available to other facility users at all times, with the exception of a pre-identified subset of the stage, lighting instruments, and sound adjustments as approved by the City.

9.8 Home Company shall provide one (1) individual to act as a site manager ("Site Manager"), who is trained by City in the operation of City equipment on Premises. City shall provide Home Company's designated Site Manager with three (3) sets of keys to Premises. City shall provide the keys to Site Manager at the beginning of a production. Site Manager shall return the keys to City within forty-eight (48) hours of the end of the production, with the

exception of one (1) set which the Site Manager may retain for preparation, inspection and any appropriate maintenance or security of the Premises between productions. The keys shall not be duplicated. Site Manager shall be responsible and be accountable to the City to unlock and lock the facility and necessary rooms, utility, and storage areas only for scheduled performances, rehearsals, and technical run-throughs. Any visits to the site outside of scheduled time must be coordinated with City Staff at least two (2) hours in advance. Site Manager, or current production management as designated in writing to the City, shall be present during all performances, rehearsals, and technical run-throughs, which privilege may be revoked at City's discretion and subject to the conditions imposed. Site Manager will be the point of contact with City staff and will be responsible to notify City of any emergencies. City shall provide Site Manager with information about contacting City staff in an emergency, and, as necessary, information about the systems of Premises. Should Home Company not be able to provide a Site Manager in conformance with this paragraph, City reserves the right to provide a Site Manager at additional cost to Home Company.

9.9 Home Company shall provide all performance related services on the date of the performances, including providing an open box office at least one (1) hour before each performance. Home Company shall also provide all necessary technical and support staff for performances, including lighting technicians, ushers, and musicians.

9.10 Home Company has the right to offer the following items for sale on Premises during performances: food and beverages, as outlined in Paragraph 6.3, above, and programs and logo items.

9.11 Home Company is responsible for the security, maintenance, and sufficient insurance of all their equipment and possessions stored at Premises.

9.12 Home Company shall endeavor to ensure that its patrons utilize Community and Cultural Center parking, or readily available public parking.

9.13 Home Company shall be responsible to ensure its activities comply with all applicable laws, regulations, and other agreements which govern its performances, including but not limited to copyright and trademark laws and trade union agreements.

9.14 Home Company shall leave all City lights ready and available for use for other entities at the end of each performance. Home Company shall include a minimum of 8 lights on stage left, a minimum of 8 lights on stage right, and a minimum of 12 lights in the audience facing the stage area. Three Light Bars in the back of the stage must be available to renters at all times. Home Company may leave remaining lights as long as they are plugged in and usable to other renters. City Staff will notify Home Company if there are no pre-scheduled rentals between shows one week prior to move-out and in that case Home Company will be allowed to leave non-City owned lights as they wish.

9.15 Home Company shall ensure that its uses of the Premises are in compliance with "No Smoking Law" (2003 Assembly Bill 846) set forth at Government Code Title 1, Division 7, Chapter 32 (commencing with section 7596), as may be amended from time to time, as well as Morgan Hill Municipal Code Chapter 8.44.

10. Maintenance; Repairs; and Utilities.

10.1 Payment of Costs. City shall provide and pay for the routine costs of maintenance and utilities. "Maintenance and Utilities" includes (a) regularly scheduled custodial services; (b) routine maintenance of City-owned equipment and facility necessary for the City's performance of this Agreement and repair of said equipment or facility for normal wear and tear and of damages not caused by the Home Company, its personnel, volunteers or invitees, (c) utilities, including deposits and monthly charges for gas, electricity, and water; (d) routine landscaping costs, (e) routine charges for maintenance and repair of parking lots and accessory structures, including but not limited to paving and painting; and (f) routine charges for maintenance and repair of HVAC systems.

10.2 Duty to Report Damage and Maintenance Requests; Home Company shall, as soon as practical, report all damage to City equipment or facilities to City by email to appropriate staff personnel at the Community and Cultural Center. Home Company shall also request routine maintenance and repairs as specified in Paragraph 10.1 to be completed by the City by email to appropriate staff personnel at the Community and Cultural Center. City shall respond to routine maintenance or repair requests by Home Company which do not involve a bona fide safety hazard within three (3) working days. City shall provide immediate emergency maintenance, service on an on-call basis. During the weeks of performances, rehearsals and technical run-throughs as set forth on the Master Playhouse Calendar, Home Company's trained technicians may perform such minor maintenance as replacing and repairing theater light bulbs, defective detachable audio cables, light and sound equipment, touch-up painting and the like using existing City stock. If these items are not available in the existing City stock, Home Company may purchase and will be reimbursed by City, upon submitting a receipt, for those costs. For purchases over Three Hundred Fifty Dollars (\$350.00), Home Company must seek prior authorization from City.

10.3 Duty to Maintain Interior. Except for damage caused by the negligence of City, acts of other licensees, or normal wear, Home Company will keep and maintain the interior of Premises in good condition and repair, including but not limited to the walls, structural elements, light and sound systems, paint, carpets, flooring, plumbing, and electrical components of the building. Home Company shall have the right to refinish the stage floor in a manner approved by the City, using its own labor and under the direction of the City's maintenance team. Home Company is responsible to bring the entire stage floor area that will be painted to the same or better condition at the end of each show run. Home Company will be deemed to accept the flooring in as is condition at the beginning of its use for each show, unless it promptly reports any pre-existing significant condition of concern or disrepair caused by others. The City will work in good faith with the Home Company to repair such condition. Significant condition does not include conditions requiring only repainting.

10.4 Capital Repairs. City shall be responsible for charges for major capital repairs, including roof replacement, to Premises.

10.5 Repairs to Damage Caused by Home Company. Home Company shall use Premises in a careful, safe, and proper manner. Home Company agrees to pay City on demand

for any damages to Premises, equipment or facilities caused by Home Company, its personnel, volunteers, or invitees.

10.6 Waiver of Civil Code Sections 1941 and 1942. In light of the provisions of paragraph 10.2 above, Home Company waives the provisions of California Civil Code sections 1941 and 1942, and any other law that would require City to maintain Premises in a tenantable condition or would provide Home Company with the right to make repairs and deduct the cost of those repairs from the rent.

11. Signs. Home Company shall not place, maintain, nor permit on any door, wall, or window of Premises any sign, awning canopy, marquee, or other advertising, without the express written consent of City. If City consents to placement of such items, Home Company agrees to maintain said item in good appearance and repair at all times, and to comply with City's direction as to time limits for display of such items, Home Company agrees that if any item is not removed in accordance with City's direction, City has the right to, without damage or liability, remove and/or destroy such item in its discretion.

12. Assignment and Subletting. Home Company may not assign this Agreement, nor sublet any portion of Premises, without City's prior written consent which it may withhold in its sole discretion.

13. Non-Discrimination; Non-Violation. Home Company covenants there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, disability, national origin, or ancestry, in any activity pursuant to this Agreement. Home Company further covenants that its activities and use of Premises shall comply with the Americans with Disabilities Act.

14. Abandonment. Should the Home Company abandon, be dispossessed, surrender, or otherwise vacate Premises, the City at City's option, may immediately terminate this Agreement and enter Premises and remove all persons and property.

15. Site Walkthrough. Home Company and City agree to hold a joint walkthrough of Premises at the beginning and end of each Home Company production run in order to identify the condition of the facility.

16. Damage to or Destruction of Premises. If any portion of Premises, fixtures, equipment or facilities are damaged or destroyed by Home Company due in part or whole to the negligence of Home Company, or if such damage is incurred during Home Company's use of Premises and/or arising from Home Company's use of Premises due in part or whole to the negligence of Home Company, the damage shall be repaired, replaced or restored at City's discretion, and Home Company shall be responsible for its proportionate share of the full cost and expenses of repairs, replacement or restoration based on its comparative fault, including but not limited to cost of any janitorial, cleaning or other services. It is the responsibility of the Home Company to properly store and protect from damage its own property and equipment. If, and only if, any equipment or property belonging to Home Company is damaged or destroyed due to the sole negligence of City, the damage shall be repaired, replaced, or restored by the City at the Home Company's discretion. Partial destruction or other unavailability of Premises shall

not void this Agreement, except that Home Company shall be entitled to a proportionate reduction of rent while the repairs are being made. Such reduction shall be in proportion to the interference with the Home Company's business at Premises. If the repairs cannot be reasonably made within ninety (90) days, this Agreement may be terminated at the option of either party. In the event Premises suffer the destruction of more than twenty-five percent (25%) of the replacement cost or in the event insurance proceeds are not sufficient to cover at least ninety five percent (95%) of the cost of repairs and restoration, City may elect to terminate this Agreement. City shall not be obligated to replace any of Home Company's personal property which may be damaged or destroyed, unless City is solely responsible for such damage or destruction.

17. Exemption from Liability. City shall not be liable for damages to Home Company's property arising from the failure of the supply of water, gas, electricity, or power, nor from the stoppage of any machinery and equipment.

18. Hazardous Materials. Home Company shall not keep or maintain any Hazardous Substance, other than ordinary cleaning supplies, small quantities of latex paint and waste, on or in Premises without City's prior written approval. Home Company shall promptly give notice to City of any Hazardous Substance dispersal or spill, or Hazardous Materials claim, of which it is aware. Home Company shall indemnify and hold City harmless from any and all claims, costs, damages, penalties, or liabilities arising out of the Home Company's use or release of any Hazardous Substance at, in or on Premises. The term "Hazardous Substance" as used in this Agreement shall mean any product, substance, chemical, material, or waste whose presence, nature, quantity, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release, or effect, either by itself or in combination with other materials expected to be on Premises, is either (a) potentially injurious to the public health, safety, or welfare, the environment, or Premises, (b) regulated or monitored by any governmental authority, or (c) a basis for liability of City to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, MTBE, petroleum, gasoline, crude oil, or any products, by-products, or fractions thereof.

19. Inspection. City may enter Premises at all reasonable times to inspect, maintain and repair the property.

20. Liens. Home Company shall keep Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or for Home Company; and Home Company agrees to defend City at its sole cost and expense against any and all lawsuits arising from such lien upon receipt of notice of opportunity to defend from City.

21. Insurance. Home Company 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 Home Company, including liability for damage or injury to the property or person (including death) of any Home Company or invitee of Home Company or any other person entering upon or using the Premises, or any structure thereon, or any part thereof, and arising from Home Company's use and occupancy thereof, 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 self-insured retentions must be declared to and approved by City. Home Company further understands that City reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to Home Company, at any time as deemed necessary to protect the interests of City.

21.1 Insurance Types and Amounts.

(a) Commercial General Liability (CGL). Home Company shall maintain CGL against claims and liabilities for personal injury, death, and property damage 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 Home Company under Home Company's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

(b) Automobile Liability. Home Company shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if Home Company does not own automobiles, then Home Company 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 Home Company under Home Company's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

(c) Workers' Compensation Insurance and Employer's Liability. Home Company shall maintain Workers Compensation coverage, if and 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 Home Company under Home Company's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If Home Company is self-insured, Home Company shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

(d) Liquor Liability. If Home Company engages in the sale and consumption of alcoholic beverages on Premises, then Home Company shall maintain Liquor Liability against claims and liabilities for personal injury, death, and property damage 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 Home Company under Home Company's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

21.2 Endorsements. Home Company shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

(a) General Liability.

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

(ii) the 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; and,

(iii) insurance shall be primary non-contributing.

(b) Workers Compensation. The 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.

21.3 **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.

21.4 **Certificates.** Home Company 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, Home Company shall promptly furnish City of Morgan Hill with copies of all policies outlined herein. No policy subject to this Agreement shall be canceled or materially changed except after thirty (30) days' notice by the insurer to City. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address as follows:

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

22. **Defense, Hold Harmless and Indemnification.** Home Company shall to the fullest extent permitted by law, indemnify, defend and hold harmless City and its elective or appointive officials, boards, officers, agents, volunteers, and employees from any and all claims, liabilities, expenses, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, 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 Home Company, Home Company's agents, officers, employees, subcontractors, or independent contractors hired by Home Company. The only exception to Home Company's responsibility to protect, defend, and hold harmless City, is due to the sole negligence or willful misconduct of City. This hold harmless agreement shall apply to all liability, regardless of whether any insurance policies are applicable. The insurance policy limits do not act as a limitation upon the amount of indemnification to be provided by Home Company.

23. **Independent Contractors/Consultants.** Home Company is acting hereunder as an independent contractor and not as an agent or employee of the City. Home Company shall not represent or otherwise hold itself or any of its directors, officers, partners, volunteers, employees, or agents to be an agent or employee of the City.

24. **Time of Essence.** Time is of the essence in the performance of this Agreement by Home Company and City.

25. Default; Remedies.

25.1 Default. In the event of a non-monetary default, the non-defaulting party shall give written notice thereof to defaulting party. In the event that the defaulting party shall not have cured the default within thirty (30) days of the notice, or if the default is of a monetary nature or of a nature which cannot reasonably be cured within thirty (30) days and the defaulting party shall not have commenced to cure the default and be diligently pursuing such cure to completion within such thirty (30) day period, then the non-defaulting party, besides any other right or remedies that it may have, shall have the right to terminate this Agreement.

25.2 Remedies. Should City or Home Company at any time terminate this Agreement for any breach by the other party, in addition to any other remedy the aggrieved party may have, it may recover from the other party all damages it may incur by reason of such breach, including as appropriate, but not limited to: (a) the cost of recovering Premises; (b) all rent due and unpaid as of the date of such termination, plus interest on said sum at the rate of five percent (5%) per annum; (c) amounts that would have fallen due as rent between the time of termination of this Agreement and the time of the judgment, or other award, less the avails of all relettings and attornments, plus interest on the balance at five percent (5%) per year; (d) the worth at the time of the judgment or other award, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss that Home Company proves could be reasonably avoided; (e) production costs and ticket revenue losses, and (f) any other amount necessary to compensate the aggrieved party for all the detriment proximately caused by the other party's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom.

26. Force Majeure. In the event and to the extent that the performance of any of the covenants of this Agreement shall be frustrated or rendered impossible by an act of God, the acts or regulations of public authorities including City, labor unions, labor difficulties, strikes, civil tumults, war, epidemic, or any other cause beyond the parties' control, the parties will be relieved of their obligations under this Agreement; and further, upon such event, neither party shall be obligated for any expenses incurred by the other party, including, but not limited to, any and all expenses incurred for promotion, artists' fees or preparation costs. More specifically, a decision in the exercise of reasonable discretion by Home Company to cancel, postpone, or restrict attendance at a production, performance, or other scheduled use of the Premises due to the reasonable safety of, or health concerns for, any persons threatened or caused by pandemic, epidemic, or other cause beyond the parties' control shall constitute an act of force majeure that relieves obligations under this Agreement, except that in such event the parties agree to attempt to renegotiate in good faith the affected terms of this Agreement for the duration and to the extent of the identified force majeure in order to continue this Agreement thereafter on terms as near as possible to those set forth herein.

27. Covid 19 Pandemic. A decision in the exercise of the reasonable discretion by Home Company to cancel, postpone, or restrict attendance at a production, performance, or other scheduled use of the Premises due to the reasonable safety or health concerns for any persons threatened or caused by the Covid 19 pandemic or other epidemic or Act of God shall constitute an act of force majeure that relieves obligations under this Agreement, except that in such event the parties agree to attempt to renegotiate in good faith the affected terms of this Agreement in order to reach a reasonable accommodation that perpetuates the Agreement.

28. Waiver of Breach. Any express or implied waiver of a breach of any term of this Agreement, or acceptance of any late payment, shall not waive any rights of either party, and shall not constitute a waiver of any further breach of the same or other term of the Agreement, except and unless the waiver is in writing by the party to be charged.

29. Notices. All notices shall be in writing, personally delivered or mailed via certified mail return receipt requested to the below listed mail address.

(a) Address of Home Company is as follows:

South Valley Civic Theatre
P.O. Box 1555
Gilroy, CA 95021

(b) Address of City is as follows:

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

With a copy to:

City Clerk, and Community Services Director

Either party may change its address for notices by giving written notice to that effect.

30. Entire Agreement; Amendment. This Agreement constitutes the entire Agreement of the parties as to Premises, the licensing of Premises, and the specified license term. Any agreement or representations respecting Premises, or their licensing not expressly set forth herein are void. This Agreement may only be amended by written agreement signed by both parties.

31. Governing Law; Venue; Mediation of Disputes. This Agreement shall be construed and enforced pursuant to the laws of the State of California. Santa Clara County shall be the venue for any legal proceedings arising out of this Agreement. The parties agree to pre-litigation mediation of any dispute arising out of this Agreement.

32. Attorneys' Fees. If any action at law or in equity is brought to recover any rent or other sums under this Agreement, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, or for the recovery of the possession of Premises, the prevailing party shall be entitled to recover from the other party their reasonable costs and attorneys' fees, the amount of which shall be fixed by the court and made a part of any judgment rendered.

33. Severability. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision so interpreted, and all remaining provisions shall remain enforceable.

34. No Third-Party Beneficiaries. This Agreement is for the benefit of City and Home Company, and is not intended to, and does not, create any rights, responsibilities, or obligations

on behalf of third parties.

35. 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.

36. Counterpart Signatures. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, shall constitute a single binding agreement.

37. Authority to Execute. Each person signing this License Agreement on behalf of the indicated party declares that he/she has the authority to bind that party. In the event that the signatory lacks such duly granted authority, said undersigned signatory personally assumes all liability for fees, costs and damages.

IN WITNESS WHEREOF, The City of Morgan Hill has caused this LICENSE to be executed on its behalf by its duly authorized representative and South Valley Civic Center has executed the same as of the day and year herein below written.

ATTEST:

THE CITY OF MORGAN HILL

Michelle Bigelow, City Clerk

Date: _____

Christina Turner, City Manager

Date: _____

SOUTH VALLEY CIVIC THEATRE

Malisha Kumar

President

Date: 11/7/2024

APPROVED AS TO FORM:

Donald Larkin, City Attorney

By: _____

Date: _____

CITY COUNCIL STAFF REPORT

MEETING DATE: November 20, 2024

PREPARED BY:

Yat Cho, Senior Project Manager

APPROVED BY: City Manager

APPROVE FIRST AMENDMENT TO THE CONSULTANT AGREEMENT WITH ENGEIO, INC. FOR DESIGN PROFESSIONALS TO INCREASE THE AMOUNT BY \$150,000 FOR A TOTAL AGREEMENT OF \$550,000

RECOMMENDATION(S)

1. Approve the first amendment to the consultant agreement for design professionals with Engeo, Inc. to increase the amount by \$150,000 for a total agreement of \$550,000; and
2. Authorize the City Manager to execute and administer the first amendment with Engeo, Inc.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Maintaining Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

Transportation

Guiding Documents

Bikeways, Trails, and Recreation Master Plan

Economic Blueprint

Morgan Hill 2035 General Plan

Storm Drain Master Plan

Water System Master Plan

Wastewater System Master Plan

REPORT NARRATIVE:

On June 21, 2023, the City Council approved a consultant agreement with Engeo, Inc. for general compaction testing and special inspection on FY23-24 & FY24-25 Capital Improvement Projects (CIP) in the amount of \$400,000. The services provided by Engeo, Inc are necessary to ensure that construction standards are maintained, and that proper inspection/testing is provided during the course of construction.

In 2022 and 2023, heavy rains and soil erosion caused damage to the utility system. These projects (water main, sewer main, and storm drain repair) all required compaction testing, soil observation, and soil remediation to ensure work was completed in accordance to the City's design standards. These unanticipated projects were not included in Engeo, Inc.'s agreement of \$400,000 and there is currently an insufficient amount in the agreement to complete through June 30, 2025. Staff requests the approval of an amendment adding \$150,000 to the agreement for a total of \$550,000 to fund compaction testing and special inspection on CIP projects through June 30, 2025.

The agreement with Engeo, Inc. will expire on June 30, 2025 and staff plan to release a Request for Proposal in Spring 2025 in anticipation of the need for compaction testing and special inspection services on FY25-26 & FY26-27 Capital Improvement Projects.

COMMUNITY ENGAGEMENT:

Compaction testing and special inspections are necessary components of the City's Capital Improvement Program. Individual CIP projects that affect residents and businesses will be notified through media, social media, and the City website.

ALTERNATIVE ACTIONS:

City Council may direct staff to perform another RFQ for this service however this is not recommended due to the time constraints of the projects.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

June 21, 2023 - City Council approved consultant agreement with Engeo, Inc. in the amount of \$400,000 for General Compacting Testing and Special Inspection.

FISCAL AND RESOURCE IMPACT:

Funding for this agreement will be from various capital improvement projects as included in the adopted Capital Improvement Program Budget

CEQA (California Environmental Quality Act):

Not a Project

The agreement is not considered as a project and any individual project in the Capital Improvement Program shall be reviewed under CEQA.

FIRST AMENDMENT TO AGREEMENT ENGEO INCORPORATED

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and ENGEO INCORPORATED, a California Corporation ("CONSULTANT"), hereinafter referred to collectively as the "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, _____, 20____.
2. The CITY and CONSULTANT entered into that "CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS" made as of July 4, 2023, for consultant services for a maximum compensation of Four Hundred Thousand Dollars (\$400,000.00) ("CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS"). The CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS is attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS, 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 FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000.00) and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to 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."

B. Paragraph 12 shall be amended and replaced in its entirety by the following:

"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 including, without limitation, complying with 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.). CONSULTANT will further comply and will ensure that its agents and its 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).

2. **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.
3. **Electronic Signatures.** Unless otherwise prohibited by law or CITY policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the CITY.

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[Signatures on the Next Page]

4. **Conflicts.** In the event of a conflict between the terms and provisions of this FIRST AMENDMENT to Agreement and the terms and provisions of the CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS, the terms of this FIRST AMENDMENT to Agreement shall govern and control.
5. **Counterpart Signatures.** This Agreement may be signed in multiple counterparts, which shall, when executed by all the Parties, constitute a single binding agreement.

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

ENGEO INCORPORATED

Jeff Fippin

Date: _____

By: _____
Title: Jeff Fippin, Principal
Print Name and Title of Signer.
If Corporate: Chairman, President or
Vice President

Date: 11 / 12 / 2024

Julia Moriarty

By: _____
Title: Julia Moriarty, Assistant Treasurer
Print Name and Title of Signer.
If Corporate: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer

Date: 11 / 12 / 2024

CERTIFIED CORPORATE RESOLUTION

Effective January 1, 2023, officers of ENGEO Incorporated Uri Eliahu, President, Paul Guerin, Chief Financial Officer and Brian Flaherty, Corporate Secretary hereby acknowledge that Theodore Bayham, Neel Neelakantan, Steve Harris, Mark Gilbert, Shawn Munger, and Jeffrey Fippin are authorized to co-execute client agreements and change orders on behalf of the Chairman of the Board of ENGEO Incorporated and Macy Tong, Robert Boeche, Julia Moriarty and Valerie Davis are authorized to co-execute client agreements and change orders as Assistant Treasurers of ENGEO Incorporated.

Dated: January 1, 2023



Uri Eliahu

Dated: January 1, 2023



Paul Guerin

Dated: January 1, 2023



Brian Flaherty

EXHIBIT 1

126-04-23-025

**CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS
ENGEO INCORPORATED**

THIS AGREEMENT is entered into and becomes effective on 7/4/2023 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and ENGEO, 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 June 21st, 2023.

2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2025 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.

3. **Scope of Service.** The services to be performed by CONSULTANT shall be compaction testing and special inspections as further described in **Exhibit A.**

4. **Compensation.** CONSULTANT shall be compensated as follows:

4.1. **Amount.** \$400,000.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed Four Hundred Thousand Dollars and shall be billed based on the rate and basis set forth in **Exhibit B.** If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement, and provided further that in no event shall such maximum compensation allowed for the term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council.

4.2. **Billing.** CONSULTANT shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY'S judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which

compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The City Manager of CITY is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

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

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

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

7.1. **Insurance Types and Amounts.**

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

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

hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

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

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

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

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

7.2.2. Workers Compensation.

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

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

7.4. Certificates. CONSULTANT shall furnish CITY of Morgan Hill with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the CONSULTANT'S

agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 7. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

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

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

9. **Compliance with Law.**

- 9.1. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon 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:

Engeo Incorporated
6399 San Ignacio Avenue Suite 150
San Jose, CA
95119

Address of CITY is as follows:

Yat Cho
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

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. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.
26. **Binding Agreement.** Notwithstanding the provisions of Section 19 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.
27. ☐ **Data Sharing.** This Agreement requires access by CONSULTANT to CITY'S Geographic Information System (GIS) DATA for CONSULTANT to perform the work. CITY agrees to provide the GIS DATA to CONSULTANT solely for the purpose of performance of contracted work with the CITY upon the terms and conditions specified in Exhibit D, incorporated herein by this reference.
28. **Electronic Signatures.** Unless otherwise prohibited by law or CITY policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the CITY.

[Signatures on Next Page]

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

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

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

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

ATTEST:

DocuSigned by:
Michelle Bigelow

City Clerk/Deputy City Clerk

Michelle Bigelow

Print Name

Date: 7/5/2023

APPROVED AS TO FORM:

DocuSigned by:
Donald Larkin

City Attorney

Donald A. Larkin

Print Name

Date: 6/26/2023

CITY OF MORGAN HILL

DocuSigned by:
Christina Turner

City Manager

Christina J. Turner

Print Name

Date: 7/4/2023

ENGEO INCORPORATED

Theodore P Bayham

By:

Theodore P. Bayham, on behalf of Chairman of the

Board
Print Name and Title of Signer.

If Corporate: Chairman, President or Vice
President

Date: 06 / 01 / 2023

Macy Tong

By:

Macy Tong, Assistant Treasurer

Print Name and Title of Signer.

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

Date: 05 / 30 / 2023

CERTIFIED CORPORATE RESOLUTION

Effective January 1, 2023, officers of ENGEO Incorporated Uri Eliahu, President, Paul Guerin, Chief Financial Officer and Brian Flaherty, Corporate Secretary hereby acknowledge that Theodore Bayham, Neel Neelakantan, Steve Harris, Mark Gilbert, Shawn Munger, and Jeffrey Fippin are authorized to co-execute client agreements and change orders on behalf of the Chairman of the Board of ENGEO Incorporated and Macy Tong, Robert Boeche, Julia Moriarty and Valerie Davis are authorized to co-execute client agreements and change orders as Assistant Treasurers of ENGEO Incorporated.

Dated: January 1, 2023



Uri Eliahu

Dated: January 1, 2023



Paul Guerin

Dated: January 1, 2023



Brian Flaherty

EXHIBIT A SCOPE OF SERVICES

The consultant shall provide construction testing services on an on-call basis in support of the construction of municipal infrastructure in the public right-of-way at various locations in the City of Morgan Hill. Typical municipal infrastructure includes trenching, backfill, asphalt and concrete paving, water lines and services, sanitary storm and sewer lines, manholes. Curb, gutter, sidewalks, landscaping, streetlights, underground conduits and vaults. Typical testing services including soils testing, field compaction testing asphalt and concrete quality control and performance testing.

The consultant shall perform the following tasks in carrying out these services:

TASK – CONSTRUCTION TESTING SERVICES

The Consultant shall provide, develop, and implement a construction testing system which will ensure that the contractor complies with construction documents.

A. Response Time and Job Presence:

The consultant shall provide construction testing services within 48 hours of request by the City Project Manager or designated representatives. Technicians will be expected to remain at the jobsite for as long as needed to perform the testing or as directed by City Project Manager.

B. List of Tasks and Special Inspection Services:

All services shown below for the Contract Inspector shall provide fully typed reports (2 copies min) verifying and detailing results of inspections and/or tests.

EXHIBIT B
SCHEDULE OF COMPENSATION RATES



PREFERRED CLIENT FEE SCHEDULE PROFESSIONAL SERVICES

Effective February 2023

President.....	\$465.00 per hour
Principal.....	\$365.00 per hour
Associate.....	\$305.00 per hour
Subject Matter Expert.....	\$400.00 per hour
Senior.....	\$265.00 per hour
Project.....	\$235.00 per hour
Staff.....	\$205.00 per hour
Assistant.....	\$165.00 per hour
Construction Services Manager II.....	\$210.00 per hour*
Construction Services Manager I.....	\$200.00 per hour*
Senior Field Representative II.....	\$176.00 per hour**
Senior Field Representative I.....	\$157.00 per hour**
Field Representative.....	\$145.00 per hour**
Senior Laboratory Technician.....	\$180.00 per hour
Laboratory Technician.....	\$160.00 per hour
Senior GIS Developer.....	\$190.00 per hour
Senior GIS Analyst.....	\$185.00 per hour
GIS Analyst.....	\$175.00 per hour
Senior CAD Specialist.....	\$175.00 per hour
CAD Specialist.....	\$160.00 per hour
Network Administrator.....	\$250.00 per hour
Project Assistant.....	\$145.00 per hour

* Two-hour minimum portal to portal and cancellations within 24 hours.

* **OVERTIME RATES:** Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.

** For Prevailing Wage projects, increase the hourly rate by \$19.

** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8); rates increased by factor 2.5 for all night shift hours worked in excess of twelve (12).

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental Cost plus 25%
- Expert Witness, Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge) \$2,400.00 half day, \$4,800.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of client. A principal risk is the potential for human error by ENGEO. For client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, client agree to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed \$50,000 (or ENGEO's fee, whichever is greater, but not more than \$1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

EQUIPMENT AND MATERIALS CHARGES

DESCRIPTION	COST PER UNIT (\$)	UNIT
Air Content Meter	7.00	hour
Bailers (Disposable)	10.00	each
Coatings Thickness Kit (eg. Fireproofing, Protective Paint)	30.00	hour
Concrete Crack Monitor	20.00	each
Coring Machine	30.00	hour
Double-Ring Infiltrometer	50.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	45.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Electric Auger)	50.00	hour
Floor Flatness/Floor Level Equipment	40.00	hour
Generator	15.00	hour
GIS Website Portal Subscriptions	50.00	month
GPS Handheld Device	10.00	hour
Drone Equipment	210.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	25.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	25.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	20.00	hour
Reinforcing Bar Locator	100.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Seisometer	50.00	hour
Skidmore Wilhelm Bolt Tension Calib.	40.00	hour
Slope Inclinator/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	15.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	50.00	hour
Vapor Emission Test Kit	40.00	kit
Vector Conversion	60.00	conversion
Vehicle, nuclear gauge, equipment, wireless communication. *Add \$5.00/hr. for RTK enabled autotesting equipment.	33.00*	hour
Vehicle, equipment, wireless communication	23.00	hour
Vibration Monitor	1800.00	month
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.98	mile
Parking	actual	actual
AutoCAD, Civil 3D, GIS, Drone Data Processing	29.00	hour
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute

EXHIBIT C SCHEDULE OF PERFORMANCE

Performance schedules for work to be performed will be determined on a project by project basis and approved by the City Manager's designated project manager prior to work on each specific project commencing

Signature Certificate

Reference number: FNSM8-WSUGK-8J5ZP-Y9JZF

Signer

Timestamp

Signature

Jeff Fippin

Email: jfippin@engeo.com

Sent:

12 Nov 2024 21:24:14 UTC

Viewed:

12 Nov 2024 21:28:18 UTC

Signed:

12 Nov 2024 21:29:27 UTC

Jeff Fippin

Recipient Verification:

✓ Email verified

12 Nov 2024 21:28:18 UTC

IP address: 12.248.173.162

Location: Oakland, United States

Julia Moriarty

Email: jmoriarty@engeo.com

Sent:

12 Nov 2024 21:24:14 UTC

Viewed:

12 Nov 2024 21:42:54 UTC

Signed:

12 Nov 2024 21:52:25 UTC

Julia Moriarty

Recipient Verification:

✓ Email verified

12 Nov 2024 21:42:54 UTC

IP address: 66.7.228.252

Location: Oakland, United States

Document completed by all parties on:

12 Nov 2024 21:52:25 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.



CITY COUNCIL STAFF REPORT

MEETING DATE: November 20, 2024

PREPARED BY:

Chris Ghione, Public Services Director

APPROVED BY: City Manager

APPROVE THE EASEMENT ACQUISITION FROM SANTA CLARA COUNTY FOR THE NEW BUTTERFIELD FIRE STATION

RECOMMENDATION(S)

1. Authorize the City Manager to acquire an easement from Santa Clara County for access to the City's new Fire Station on Butterfield Boulevard; and
2. Authorize the City Manager to execute all documents and make minor modifications, with approval of the City Attorney, as necessary in order to consummate the transaction.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Guiding Documents

Fire Services Standards of Coverage

REPORT NARRATIVE:

The City is nearing completion of the construction of its new Fire Station on Butterfield Boulevard. Construction of the Fire Station requires an easement from the County of Santa Clara to utilize the shared driveway at the County Courthouse facility. This easement location is included as Attachment 2. The County has not requested payment for the easement, but will require the City to maintain the easement area/driveway that will be used by the Morgan Hill Fire apparatus when returning to the station.

COMMUNITY ENGAGEMENT:

Inform

There have been previous discussions and engagement regarding the Public Safety Master Plan and Standards of Coverage. The City Council has discussed this project at Council workshops, budget workshops, and other meetings. During construction, staff has been providing regular updates through media, social media, and the City's website. The easement acquisition is necessary for the Fire Station to function properly.

ALTERNATIVE ACTIONS:

No feasible alternative options. Without the easement, the City would not be able to utilize the new Fire Station appropriately.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

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

FISCAL AND RESOURCE IMPACT:

There is no direct fiscal impact associated with acquiring the easement as the County is not requesting payment for the easement. There will be a long term replacement cost for the driveway that will be built into the future replacement funding for the station and included in the Fire budget in future budget cycles. This cost is estimated at less than \$1,000 per year.

CEQA (California Environmental Quality Act):

Categorical Exemption

The City engaged Raney Planning & Management to evaluate the proposed Butterfield Boulevard Fire Station Project to determine whether the proposed project is exempt from review under CEQA. This review concluded the project does qualify for a Class 32 exemption for infill development.

**RECORD WITHOUT FEE UNDER CALIFORNIA
GOVERNMENT CODE SECTIONS 27383 AND 6103**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Santa Clara
Facilities and Fleet Department
Property Management Division
2310 North First Street, Suite 200
San Jose, CA 95131

MAIL TAX STATEMENTS TO: Same as above

Space Above Line for Recorder's Use Only

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"), executed as of the date last signed below, is by and between the County of Santa Clara, a political subdivision of the State of California (the "Grantor"), and the City of Morgan Hill, a California municipal corporation ("Grantee"). Grantor and Grantee are also referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Grantor is the fee owner of certain real property located in the City of Morgan Hill, Santa Clara County, State of California, commonly known as 301 Diana Avenue, as more particularly described in Exhibit C (the "County Parcel").

B. Grantee is the owner of that certain real property located adjacent to the County Parcel, as more particularly described in Exhibit D (the "Fire Station Parcel").

C. Grantee provides firefighting and emergency response services at properties within the City of Morgan Hill ("Grantee's Services"). Grantee uses fire engines, fire trucks, and other specialized vehicles necessary to provide Grantee's Services ("Fire Department Vehicles"). The size of the Fire Department Vehicles inhibits their ingress to and egress from the Fire Station Parcel. A right-of-way easement over a portion of the County Parcel would facilitate the passage of the Fire Department Vehicles to and from the public street. An existing driveway on the Fire Station Parcel provides access to and from the public street for other vehicles.

D. The Board of Supervisors of Grantor finds that supporting firefighting and emergency response services to residents and businesses within Santa Clara County, and conveying a right-of-way easement to Grantee, are in the public interest and that granting the easement will not substantially conflict or interfere with Grantor's use of the County Parcel.

AGREEMENT

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement

Subject to the terms and conditions set forth in this Agreement, Grantor grants to Grantee a perpetual, non-exclusive easement (the “Easement”) over that portion of the County Parcel described and depicted in Exhibits A and B (“Easement Area”) for the use set forth in Section 2 below. Grantor reserves all right, title, and interest in and to the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Agreement.

2. Use

Grantee and its employees, agents, representatives, lessees, licensees, contractors, and invitees may use the Easement and Easement Area solely for the ingress and egress of Fire Department Vehicles and other vehicles between the Fire Station Parcel and the public street known as Butterfield Boulevard, and solely for the purpose of Grantee’s Services or related operations in direct support of Grantee’s Services (“Permitted Use”). Grantee shall not use the Easement or the Easement Area, or permit the Easement or the Easement Area to be used, for a use inconsistent with the Permitted Use.

Grantee is prohibited from doing any of the following in the Easement Area without the prior written consent of Grantor: constructing walls, fences, or barriers; installing signs; planting vegetation; or depositing soil, trash, or waste.

3. Maintenance and Repair

Grantee shall, at its sole cost and expense, maintain the Easement Area at all times in good condition and repair and re-pave the Easement Area as needed. The Easement granted herein includes incidental rights of reasonable access to the Easement Area to perform such maintenance and repair work. Grantee shall notify Grantor at least twenty-one (21) days (or such other time as the Grantor may allow) in advance of commencing any repairs or maintenance in the Easement Area. If an emergency should arise requiring immediate repairs or maintenance in the Easement Area, Grantee shall provide as much notice as practicable to Grantor before commencing such work.

All maintenance and repair by Grantee shall be done in a good and workmanlike manner. Grantee shall keep the Easement Area free of any liens arising out of any work performed by or on behalf of Grantee and shall be responsible for repairing any damage that may result from Grantee’s activities permitted by this Section 3. Grantee shall not unreasonably block or impede access to Grantor’s property while performing any maintenance or repair work in the Easement Area or at any other time.

If Grantee fails to maintain or repair the Easement Area as required by this Section 3, Grantor shall be entitled to any rights, remedies, or damages available at law or in equity. Without limiting the foregoing, Grantor shall have the right, but not the obligation, to perform said maintenance and repair at Grantee's cost and expense upon notice to Grantee. All costs and expenses shall be due and payable by Grantee upon demand from Grantor.

4. Compliance With All Laws and Other Requirements

Grantee shall comply with all present and future laws, statutes, ordinances, or governmental rules or regulations (collectively, "Laws") relating to the Easement or Easement Area, and shall make any repairs, alterations, or improvements necessary to comply with all such Laws. Grantee shall not permit the Easement Area to be occupied or used in any manner that will constitute waste or nuisance. Grantee acknowledges that the Easement and all of Grantee's rights are subject to all liens, encumbrances, deeds of trust, reservations, restrictions, and other matters of record affecting the County Parcel and Easement. Grantee represents and warrants that Grantee has obtained all necessary consents from any third party with an encumbrance senior to this Agreement.

5. Effective Date; Term

This Agreement will be effective upon the date it is recorded. The term of the Easement shall be in perpetuity unless the Easement is terminated as agreed upon by Grantor and Grantee, by operation of law, or as otherwise permitted by law. Notwithstanding the foregoing, the Easement shall terminate if the Easement is not used for twelve (12) consecutive months, or if Grantee uses the Easement for a use other than the Permitted Use, including but not limited to ingress or egress for a purpose other than Grantee's Services or directly related support operations ("Default"), provided that the Easement will not terminate for Default if Grantee has received written notice of the Default and cured the same within thirty (30) days after receipt of such notice. Grantor may provide a longer period of time to cure a particular Default so long as Grantee diligently prosecutes the cure to completion.

6. No Representations and Warranties

Grantee acknowledges and agrees that Grantor has made no representations or warranties, express or implied, regarding: (i) the physical condition of the Easement Area (including but not limited to the presence of Hazardous Materials or other environmental conditions on or about the County Parcel), or (ii) the suitability of the Easement for the allowed use(s) of the Easement. Grantee further acknowledges and agrees that: Grantee is experienced in land acquisition and development; Grantee has conducted all necessary and appropriate inspections of the Easement Area; and Grantee accepts the Easement Area, and the surrounding real property used under the Easement, in "AS-IS," "WHERE-IS," and "WITH ALL FAULTS" condition, and without any warranty, expressed or implied, from Grantor.

7. No Dedication

Nothing contained in this Agreement gives or grants to the public an independent right to enter upon or use the Easement Area or any portion thereof.

8. Hazardous Materials

Grantee shall not cause, or allow anyone to cause, any Hazardous Material (as defined below) to be released, brought upon, kept, used, stored, generated or disposed of in, on, or about the Easement Area or County Parcel. For purposes hereof, "Hazardous Material" means, but is not limited to, material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, safety, welfare, or the environment, including but not limited to consumer safety and health. The meaning of "Hazardous Material" as used herein also includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Premises or are naturally occurring substances in the Premises; any chemical, content, or product failing to meet the applicable standards imposed by regulation or other law falling within the jurisdiction of the U.S. Consumer Product Safety Commission, the U.S. Department of Transportation, the U.S. Environmental Protection Agency, the U.S. Federal Trade Commission, the U.S. Food and Drug Administration, U.S. Department of Agriculture, or any local or state agency or department of equivalent or similar jurisdiction or authority; and/or any other similarly regulated product, substance, or chemical containing regulated levels of lead, phthalates, bloodborne pathogens, bio-waste, medical waste, pesticides, those products for which a pesticidal claim is made, and/or pharmaceuticals. The meaning of Hazardous Material, as used herein, shall also include any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas, or natural gas liquids. However, this Section 8 shall not apply to fuel in vehicles in standard amounts necessary to operate the same, in compliance with applicable law.

9. Insurance and Indemnification

Grantee is subject to the indemnification and insurance requirements in Exhibit E.

10. Notices

(a) Any notice, demand, request, consent, approval, or communication that a Party desires or is required to give to the other Party shall be in writing and may be delivered in person (by hand or by courier) or sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be addressed as follows:

To Grantor:	County of Santa Clara Facilities and Fleet Department
	2310 North First Street, Second Floor, Suite 200
	San José, CA 95131
	Attn: Director

With Copy To: County of Santa Clara Office of the County Counsel
70 W. Hedding Street, East Wing, 9th Floor
San José, CA 95110
Attn: County Counsel

To Grantee: City of Morgan Hill Public Services Department
17575 Peak Avenue
Morgan Hill, CA 95037
Attn: Director

With Copy To: City of Morgan Hill, Office of City Attorney
17575 Peak Avenue
Morgan Hill, CA 95037
Attn: City Attorney

or to such other address or email address as a Party shall designate by written notice to the other Party. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered on the date of delivery, unless the notice is returned as undeliverable. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

11. Covenants Running with the Land

The Easement and other rights conferred by this Agreement constitute covenants that run with the land and shall inure to the benefit of, and be binding upon, the Parties and their respective grantees, successors, and assigns.

12. Recordation

Grantee, at Grantee's sole cost and expense, shall be responsible for having a fully executed and acknowledged original of this Agreement recorded in the Official Records of Santa Clara County, California. Upon such recordation, Grantee shall promptly provide Grantor with a true and correct copy of the recorded Easement Agreement.

13. General Provisions

(a) Controlling Law. This Agreement shall be governed by the laws of the State of California.

(b) Entire Agreement; Amendment. This instrument sets forth the entire agreement of the Parties with respect to this Agreement and supersedes all prior discussions,

negotiations, understandings, or agreements relating to this Agreement. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the Parties (or their respective successors, assigns, or grantees as applicable).

(c) No Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(d) Captions and Headings. The captions and headings used in this Agreement have been inserted solely for convenience of reference and are not a part of this Agreement and shall have no effect upon its construction or interpretation.

(e) Authority. Each person executing this Agreement on behalf of a Party to this Agreement warrants and represents that such person is duly authorized to execute and deliver this Agreement on such Party's behalf.

(f) Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by both Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the last date executed by all of the Parties herein below.

GRANTOR:

COUNTY OF SANTA CLARA

SUSAN ELLENBERG, President
Board of Supervisors

Date

Signed and certified that a copy
of this document has been delivered
by electronic or other means to the
President, Board of Supervisors.

ATTEST:

CURTIS BOONE
Acting Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEAGALITY

LESLEY PAK
Deputy County Counsel

[SIGNATURES CONTINUE 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 _____)

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

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

WITNESS my hand and official seal.

(Signature)

(Seal)

GRANTEE:

CITY OF MORGAN HILL

CHRISTINA TURNER
City Manager

Date

APPROVED AS TO FORM AND LEAGALITY

DONALD LARKIN
City Attorney

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

(Signature)

(Seal)

EXHIBIT A

LEGAL DESCRIPTION TO ACCOMPANY
A GRANT OF AN INGRESS AND EGRESS EASEMENT TO THE CITY OF MORGAN HILL

All that certain real property situated in the City of Morgan Hill, County of Santa Clara, State of California, being an easement for ingress and egress purposes lying over, on and across a portion of those lands conveyed to said County of Santa Clara by Grant Deed recorded 8/15/2014 as Document: 22680326, in the Official Records of said County, being more particularly described as follows:

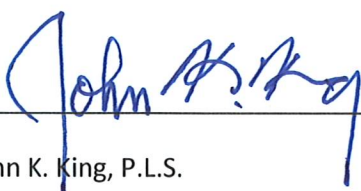
Beginning at the most northerly corner of said lands, said corner also being the most easterly corner of Parcel A as shown on that certain Lot Line Adjustment Parcel Map filed December 18, 2003 in Book 766 of Maps, at Pages 39-40, in Records of said County; thence along the northwesterly boundary line of said lands and also along the southeasterly boundary line of said Parcel A, South 45° 22' 52" West 172.00 feet to a point; thence leaving said boundary lines, along a line being parallel to the northeasterly boundary line of said lands, South 44° 37' 00" East 30.00 feet to a point; thence along a line being parallel to said northwesterly and southeasterly boundary lines, North 45° 22' 52" East 172.00 feet to a point on said northeasterly boundary line; thence along said northeasterly boundary line, North 44° 37' 00" West 30.00 feet to the **Point Of Beginning**.

Containing 5,160 square feet of land, more or less.

See **EXHIBIT B** attached hereto and made a part hereof.

End of description

This legal description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act.

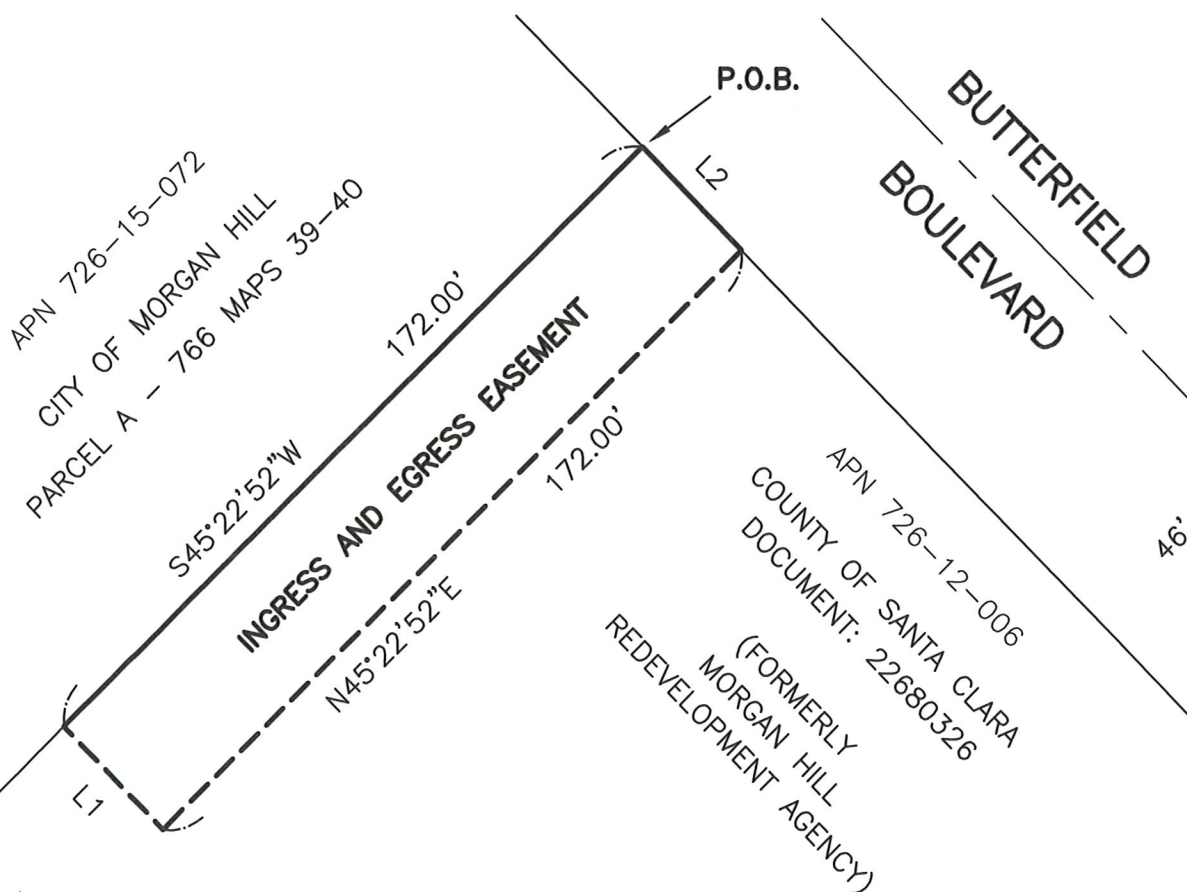

John K. King, P.L.S.



12-16-22
Date

EXHIBIT B

PLAT TO ACCOMPANY A GRANT OF AN INGRESS AND EGRESS EASEMENT
TO THE CITY OF MORGAN HILL, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA
BEING A PORTION OF THE LANDS OF THE COUNTY OF SANTA CLARA,
AS DESCRIBED IN THAT GRANT DEED RECORDED 8/15/2014
AS DOCUMENT: 22680326, IN OFFICIAL RECORDS OF SAID COUNTY



SCALE: 1" = 40'



LEGEND

- EXISTING LOT LINE
- — — — — EXISTING MONUMENT LINE
- - - - - NEW EASEMENT LINE
- P.O.B.** POINT OF BEGINNING

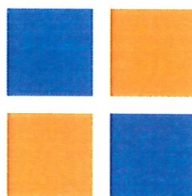
LINE TABLE

LINE	LENGTH	BEARING
L1	30.00'	S44°37'00"E
L2	30.00'	N44°37'00"W

John K. King
JOHN K. KING, P.L.S.
12-16-22

DATE

JN 20041-38



HANNA-BRUNETTI
EST. 1910

CIVIL ENGINEERS • LAND SURVEYORS
CONSTRUCTION MANAGERS

7651 EIGLEBERRY ST. | GILROY, CA 95020
408.842.2173

EXHIBIT C
COUNTY PARCEL

Portion of Lot 44, as shown upon that certain Map entitled, "Morgan Hill Ranch Map No. 1", which map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on June 1, 1892 in Book G of Maps at pages 2 and 3, and more particularly described as follows:

Beginning at the granite underground monument set at the point of intersection of the center line of Diana Avenue with the Easterly line of Railroad Street, as shown upon the Map hereinabove referred to, said monument being also set for the common corner of Lots 44 and 67 of said Morgan Hill Ranch; thence North 44° 37' West 10.805 chains; thence parallel to the center line of said Diana Avenue, South 45° 23' West 9.255 chains to a 3" x 4" stake marked R. 20 A.P. 1 set in the Southwesterly line of said Lot 44 at a point distant South 39° 22' East 4.60 chains from the common corner for Lots 22 and 44; thence along said Southwestern line of Lots 44; South 39° 22' East 10.85 chains to the point of beginning.

EXCEPTING THEREFROM, so much thereof as lies within the bounds of Diana Avenue. Also excepting therefrom that portion described as follows:

Beginning at the eastern most corner of those lands of Kontrabecki Associates, on the centerline of Diana Avenue (66.00 feet wide) as said lands and Avenue are described in that deed recorded in Book L111 at Page 13, Santa Clara County Official Records, and running thence along the Northeasterly boundary line thereof, North 44° 39' 27" West, 713.35 feet to the most northern corner of said lands of Kontrabecki Associates; thence along the northwestern boundary line thereof, South 45° 21' 42" West, 142.81 feet; thence leaving said Northwestern boundary line, South 44° 37' 52" East, 650.38 feet; thence along a tangent curve to the right, with a radius of 30.00 feet through a central angle of 89° 59' 03" and an arc length of 47.12 feet to a point on the Northwestern right-of way line of said Diana Avenue; thence South 44° 38' 49" East, 33.00 feet to a point on the said centerline of Diana Avenue; thence along said centerline, North 45° 21' 11" East, 173.12 feet to the point of beginning and containing therein 2.369 Acres and being a portion of said lands.

APN: 726-12-006

EXHIBIT D
FIRE STATION PARCEL

Parcel A, as said Parcel is shown on that certain Lot Line Adjustment Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on December 18, 2003 in Book 766 of Maps at Pages 39 and 40.

APN: 726-15-072

EXHIBIT E
INSURANCE REQUIREMENTS FOR
USERS/TENANTS/PERMITTEES/LICENSEES OF COUNTY REAL PROPERTY

City of Morgan Hill

Indemnification:

Notwithstanding any other provision of the Agreement, Grantee shall indemnify, release, hold harmless, and defend, with counsel approved by Grantor, Grantor and its officers, employees, agents, contractors, subcontractors, and representatives (collectively, “County”), from any and all claims, demands, suits, judgments, liabilities, losses, injuries, damages, or expenses of any kind (including attorneys’ fees and costs), arising out of, or in connection with, any breach by Grantee in the observance or performance of any of the terms, covenants, or conditions of this Agreement on Grantee’s part to be observed or performed, or the use or occupancy of the Easement Area or County Parcel by Grantee and Grantee’s employees, agents, contractors, or invitees, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by Grantor. It is the intent of the Parties to this Agreement to provide the broadest possible coverage for County as allowed by law. Grantee’s obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of any loss, injury to person, or damage to property that occurred during the term of or in connection with the Agreement. Grantee shall reimburse County for all costs, attorneys’ fees, expenses, and liabilities incurred with respect to any litigation or process in which Grantee contests Grantee’s obligation to indemnify, defend, and/or hold harmless County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Grantee’s Indemnification obligations to the County, Grantee shall, at its own expense, provide and maintain the following insurance coverage in full force and effect throughout the term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the term of the Agreement, Grantee shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by Grantee upon request. This approval of insurance shall neither relieve nor decrease Grantee’s liability.

For long-term agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies 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, unless otherwise approved by 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 - \$2,000,000
 - c. Products/Completed Operations aggregate - \$1,000,000 (required if products of any kind will be offered or sold on the Property)
 - d. Personal Injury - \$1,000,000
 - e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)

e. 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.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- 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.

6. Property Insurance shall include:

Grantee shall maintain sufficient property insurance on all buildings, facilities or real property interests that Grantee owns, operates and/or controls contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

E. Special Provisions. The following provisions shall also apply:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Grantee 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 Grantee pursuant to the 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 provided by Grantee. However, this shall not in any way limit liabilities assumed by Grantee under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Grantee's 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 Property under this Agreement be sublet, sublicensed or offered for use by third parties, Grantee shall require each of Grantee's sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or Grantee may insure such persons or entities under its own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and Grantee hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each Party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.



City of Morgan Hill

Public Services Department



CITY OF MORGAN HILL

LOCATION PLAN

Fire Station Easement

Date: 11/12/24

Drwn by: AE

PAGE 1 OF 1



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, November 6, 2024 6:00 PM

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

CALL TO ORDER

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

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow called the roll.

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

DECLARATION OF POSTING AGENDA

City Clerk Michelle Bigelow declared the posting of the agenda.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

YAC Presentation

PROCLAMATIONS

Proclaiming the month of November as Morgan Hill Community Philanthropy Month

CITY COUNCIL REPORTS

Council Member Borgioli shared that the Water District Commission met in July and October. He mentioned that they discussed the water shortage and making sure that all the reservoir projects are completed on time. He also spoke at the Voices grand opening last month on behalf of the Mayor and the City.

CITY MANAGER'S REPORT

City Manager Christina Turner shared that it's time to change your watering schedule, and irrigation should occur just one day a week for landscaping in Morgan Hill. The change is effective on November 1st. The City started planting 50 trees in 50 days, with five new trees at Galvan Park this past Saturday. The remaining trees will be planted in areas near multifamily housing. A grant from the county health department will fund the trees and watering. The event on Saturday was in partnership with the Rotary Club of Morgan Hill, which has adopted Galvan Park. Last Saturday, the City hosted the Day of the Dead Celebration Event at the Magical Bridge Playground. Hundreds of participants came out and enjoyed dancing, arts and crafts, and many other activities put on by our Parks and Recreation Division and Magical Bridge Volunteers. Only two Sidewalk Saturday events are left in the 2024 season. Kick off the Holiday Shopping Season by shopping for unique, custom, and homemade products from over 45 vendors this Saturday, November 9th, from 9 a.m. to 2 p.m. on 3rd Street in Downtown Morgan Hill. From accessories to candles to clothing to home décor, you can find a gift for even the pickiest person on your list.

CITY ATTORNEY'S REPORT

None.

OTHER REPORTS

Council Member Librers announced that she has been reappointed to the Cal Cities Transportation Committee for the next year.

Council Member Martinez Beltran shared that Silicon Valley Clean Energy will have some bills coming back. She attended the City/School Liaison Committee Meeting last week and thanked City Teammates and the Morgan Hill Unified School District for their work with the Economic Mobility grant. She also mentioned that the Dia de Los Muertos altar is up on the corner of Monterey Rd. and Dunne Ave. It has grown this year, and she thanked the sponsors as well.

PUBLIC COMMENT

Public comment opened at 6:17 p.m. The following people were called to speak:

Michael Burchfield

Chuck Bergoff and Claudia Rossi

There being no further requests to speak, public comment closed.

ADOPTION OF AGENDA

MOTION:

Adopting the agenda, continuing item 7 to a future meeting.

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

CONSENT CALENDAR

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

MOTION:

Approving consent calendar items 5 and 6.

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

5. APPROVE THE 2025 CITY COUNCIL MEETING SCHEDULE

Recommendation:

Review, discuss, if needed, amend, and approve the 2025 City Council meeting schedule.

6. APPROVE THE OCTOBER 23, 2024 CITY COUNCIL MEETING MINUTES

Recommendation:

Approve minutes.

7. AUTHORIZE PURCHASE OF FIRE DEPARTMENT REPLACEMENT VEHICLE INCLUDING THE OUTFITTING OF EMERGENCY EQUIPMENT

Recommendation:

1. Recognize an insurance proceed payout of \$24,301 for the replacement of the Fire Department vehicle F12001; and
2. Amend the Adopted Fiscal Year (FY) 2024-25 Budget in the Equipment Replacement Fund (Fund 790) which includes a 10% contingency of \$8,889, for the purchase and outfitting of replacement vehicle F12001 with a 2024 Ford F250 Truck for the Fire Department; and
3. Authorize the City Manager to execute and administer the associated purchase agreement.

This item has been continued to a future date.

ITEMS PULLED FOR DISCUSSION

1. ADOPT ORDINANCE 2357, NEW SERIES, AMENDING THE 2009 DOWNTOWN SPECIFIC PLAN OF THE CITY OF MORGAN HILL DELETING THE CONDITIONAL USE PERMIT REQUIREMENT FOR BARS ASSOCIATED WITH A RESTAURANT

Recommendation:

Waive the reading, adopt Ordinance No. 2357, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

Public comment opened at 6:27 p.m. There being no requests to speak, public comment closed.

MOTION:

Approving the recommended action.

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

2. APPROVE OBJECTIVE DEVELOPMENT STANDARD WAIVERS AND

CONCESSION REQUEST FOR THE DIANA - DIVIDEND RESIDENTIAL PROJECT AT DIANA AVENUE

Recommendation:

Adopt a resolution approving the request for one concession and 18 waivers to the City's Objective Development Standards for residential development.

Public comment opened at 6:40 p.m. There being no requests to speak, public comment closed.

MOTION:

Approving the recommended action.

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

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

Recommendation:

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

Public comment opened at 6:42 p.m. There being no requests to speak, public comment closed.

MOTION:

Approving the recommended action.

RESULT:	Passed
MOVER:	Council Member Spring
SECONDER:	Mayor Pro Tem Librers
AYES:	Council Member Spring, Council Member Martinez Beltran, Mayor Turner, Mayor Pro Tem Librers
NAYS:	Council Member Borgioli

ABSTAIN:	None
ABSENT:	None

4. APPROVE THE FY 2024-25 WORK PLANS FOR THE LIBRARY, CULTURE AND ARTS COMMISSION AND THE PARKS AND RECREATION COMMISSION

Recommendation:

Review and approve the FY 2024-25 Work Plans for the Library, Culture and Arts Commission and the Parks and Recreation Commission.

Public comment opened at 6:46 p.m. The following people were called to speak:

Amanda Santiago

Yvonne Randolph

There being no further requests to speak, public comment closed.

MOTION:

Approving the recommended actions minus the mandate of the land acknowledgment statement.

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

OTHER BUSINESS

8. ADOPT A CITYWIDE VEHICLE-MILES-TRAVELED (VMT) POLICY INCLUSIVE OF ESTABLISHING VMT AS THE APPROPRIATE METRIC FOR EVALUATING TRANSPORTATION-RELATED IMPACTS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND ESTABLISHING VMT SCREENING CRITERIA, VMT THRESHOLDS OF SIGNIFICANCE, AND TRANSPORTATION DEMAND MANAGEMENT (TDM) STRATEGIES

Recommendation:

1. Receive report regarding a proposed trip reduction ordinance; and
2. Adopt a resolution establishing Screening Criteria and Thresholds of Significance regarding the City's implementation of State Senate Bill 743

(SB 743) transition from Level-of-Service (LOS) to Vehicle-Miles-Traveled (VMT) as the metric for transportation analysis under the California Environmental Quality Act (CEQA) for development projects.

Principal Planner Adam Paszkowski and Development Services Director Jennifer Carman provided a presentation and report.

Public comment opened at 7:38 p.m. The following person was called to speak:
Joe Baranowski
There being no further requests to speak, public comment closed.

MOTION:

Approving the recommended action, removing criteria 3 and 4, and adjusting maps as necessary.

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

The meeting recessed at 8:23 p.m. and reconvened at 8:30 p.m.

9. RECEIVE POLICE AND FIRE PUBLIC SAFETY UPDATE

Recommendation:

Receive the Police and Fire Public Safety Update.

Police Chief Shane Palsgrove and Fire Chief Baraka Carter provided a presentation and report.

Public comment opened at 9:32 p.m. The following person was called to speak:
Joe Baranowski
There being no further requests to speak, public comment closed.

Report received.

10. PROVIDE DIRECTION TO STAFF ON PROPOSED FUTURE COUNCIL INITIATED AGENDA ITEM

Recommendation:

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

Expand multiunit non-smoking ordinance to include all residential properties.

City Manager Christina Turner introduced the item. Council Member Rene Spring provided a report.

Public comment opened at 9:41 p.m. The following person was called to speak:
Doug Muirhead
There being no further requests to speak, public comment closed.

The council did not move forward with this item.

FUTURE COUNCIL INITIATED AGENDA ITEMS

Council Member Martinez Beltran requested an item for an ordinance for underground utilities with objective standards, and she requested to look at larger projects, separate ordinances, that don't get exceptions.

ADJOURNMENT

There being no further business, Mayor Turner adjourned the meeting at 9:45 p.m.

Minutes Prepared by:

Michelle Bigelow, City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: November 20, 2024

PREPARED BY:

Carlos Alcantar

APPROVED BY: City Manager

AUTHORIZE PURCHASE OF FIRE DEPARTMENT REPLACEMENT VEHICLE INCLUDING THE OUTFITTING OF EMERGENCY EQUIPMENT

RECOMMENDATION(S)

1. Recognize an insurance proceed payout of \$24,301 for the replacement of the Fire Department vehicle F12001;
2. Amend the Adopted Fiscal Year (FY) 2024-25 Budget in the Equipment Replacement Fund (Fund 790), appropriating \$97,770, which includes a 10% contingency of \$8,889, for the purchase and outfitting of replacement vehicle F12001 with a 2024 Ford F250 Truck for the Fire Department; and
3. Authorize the City Manager to execute and administer the associated purchase agreement.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety and Quality of Life

2024-2025 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Fire Services Standards of Coverage

Public Safety Master Plan

REPORT NARRATIVE:

Note: This item was originally scheduled for the November 6, 2024 City Council meeting. As a result of the ongoing outreach to the local vendor, the item was continued to this date.

On May 31, 2024, a Fire Department vehicle, a 2012 F250 pickup truck, was involved in a traffic collision and suffered significant rear-end damage. The vehicle is no longer roadworthy, and the City's insurance carrier has declared the vehicle a "total loss". The City has received an insurance settlement of approximately \$24,301.

The Fire Department has no surplus vehicle inventory and needs to replace the vehicle as soon as possible. Staff recommends purchasing a 2024 Ford F250.

There are insufficient budget appropriations for the replacement and outfitting of the vehicle, as this was an unforeseeable event, and Council's authorization of the budgetary appropriations is required. The total replacement, outfitting, and striping cost will be approximately \$97,770, which includes a 10% contingency of \$8,889.

Staff has obtained three bids for the replacement vehicle.

Vehicle Dealership	Price
Salinas Valley Ford	\$64,307 includes taxes and fees
Greenwood Ford	\$65,262 includes taxes and fees
The Ford Store Morgan Hill	\$64,307 includes taxes and fees

The Ford Store Morgan Hill's original quote was \$65,757, which was about 2.2% higher than the lowest bid. Staff reached out to The Ford Store Morgan Hill, and it agreed to match the lowest bid. At \$64,307, both Salinas Valley Ford and The Ford Store Morgan Hill submitted the lowest bids. With the City's local business price preference, staff recommends accepting the bid from The Ford Store Morgan Hill for the purchase of the vehicle.

Staff has obtained three bids for the vehicle outfitting.

Vehicle Outfitter	Price
NextGen Alpha Upfitting	\$21,974 plus taxes and fees
Nor Cal EVI	\$23,374 plus taxes and fees
LEHR Auto	\$26,558 plus taxes and fees

Staff recommends accepting the NextGen Alpha Upfitting bid for the outfitting of the vehicle at \$21,974.

Staff has determined the cost of vehicle graphics at \$2,600 and will utilize a local vendor.

COMMUNITY ENGAGEMENT:

Inform.

This staff report serves to inform the community of the recommended vehicle replacement purchase.

ALTERNATIVE ACTIONS:

City Council could elect not to authorize the purchase. However, this would leave the Department without an adequate vehicle for the command and control of Fire Department operations.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

None.

FISCAL AND RESOURCE IMPACT:

Due to the unforeseen replacement of a collision-involved vehicle, a budget amendment to the Adopted FY 2024-25 Budget to appropriate \$97,770 from the Equipment Replacement Fund for the purchase, outfitting, and striping of replacement vehicle F12001 is needed. Including the insurance proceeds, the net cost of the vehicle replacement is \$64,580 (excluding contingency).

CEQA (California Environmental Quality Act):

Not a Project.

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

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 EQUIPMENT REPLACEMENT FUND (FUND NO. 790), TO APPROPRIATE \$97,770.00 AND RECOGNIZE AN INSURANCE PAYOUT OF \$24,301 FOR THE REPLACEMENT OF FIRE DEPARTMENT VEHICLE F12001, THEREFORE

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 "Authorize the Purchase of Fire Department Replacement Vehicle Including the Outfitting of Emergency Equipment" submitted for City Council consideration at its meeting of November 20, 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 20th day of November 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 20th day of November 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 #

003

FUND:
FUNCTION:
DEPARTMENT:
DIVISION:
OBJECT:

790	Equipment Replacement Fund
00	Non-Department
10	Administration
8500	Equipment Replacement
43830	AUTO/TRUCKS

AGENDA DATE:
AGENDA ITEM TITLE:

11/20/24
Purchase replacement vehicle - Fire

	07/01/24 PROJECTED BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	07/01/25 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	8,727,549	1,680,580	1,122,500	9,285,629
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	-	-	-
RECOMMENDED ACTION		24,301	97,770	(73,469)
RESULT OF RECOMMENDED ACTION	8,727,549	1,704,881	1,220,270	9,212,160

CITY OF MORGAN HILL

BID QUOTATION FORM (FOR ALL PURCHASES OVER \$5,000)

DEPARTMENT: Fire Department DATE: 10/25/2024
(FUND - DEPARTMENT - OBJECT)

ITEM DESCRIPTION: Vehicle F12001 Outfitting

VENDOR QUOTATIONS

	BID AMOUNT *
Vendor Name: <u>NextGen Alpha Upfitting</u>	\$ <u>21,973.96</u>
Address: <u>8400 Carbide Ct. Suite A</u>	
<u>Sacramento, CA 95828 US</u>	
Contact: _____ Phone: <u>(916) 423-5052</u>	
Comments: _____	

Vendor Name: <u>Nor Cal EVI</u>	\$ <u>23,373.34</u>
Address: <u>200 E San Martin Rd. Unit 960</u>	
<u>San Martin, CA 95046</u>	
Contact: _____ Phone: <u>(408) 509-6271</u>	
Comments: _____	

Vendor Name: <u>LEHR Auto</u>	\$ <u>26,557.73</u>
Address: <u>1590 Lana Way #7</u>	
<u>Hollister, CA 95023</u>	
Contact: _____ Phone: <u>(831) 634-1600</u>	
Comments: _____	

* BID AMOUNTS MUST INCLUDE SALES/USE TAX AND SHIPPING COSTS

SUCCESSFUL VENDOR was chosen because: **(Check One)**

☒ LOW BID ☐ SOLE SOURCE ☐ QUALITY ☐ SERVICE
☐ OTHER: _____

PERSON OBTAINING: Fleet Equipment Manager

NextGen Alpha Upfitting
8400 Carbide Ct. Suite A
Sacramento, CA 95828 US
+19164235052
Sumeet@NextGenAlphaUpfitting.Net
NEXTGENALPHAUPFITTING.NET

Estimate

ADDRESS

Morgan Hill Fire Department
15670 Monterey St.
Morgan Hill, CA 95037 USA

ESTIMATE #	DATE	EXPIRATION DATE
2042	09/26/2024	10/26/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	MORGAN HILL FIRE F250 2024 BUILD			
	LIGHTING			
NG ORDER	LIBERTY DUO RED/WHITE RED/AMBER 54"	1	2,901.60	2,901.60T
NG ORDER	EMPSA05BY-D	2	183.04	366.08T
	mpower® Fascia 4x2 Light w/ Screw Mount, 18" 5-wire w/ sync option & 1.5 Pigtail, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 24 LED, Dual Color - Red/White			
NG ORDER	FRONT GRILL CODE & SCENE			
	EMPS2SMS4D	4	127.40	509.60T
	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/White			
NG ORDER	OVER FRONT & REAR WHEEL WELL CODE & ALLEY LIGHTS			
NG ORDER	PSLVBK05	2	24.44	48.88T
	Mounting Kit For SL Running Lights			
NG ORDER	ESLRL7316D	2	389.48	778.96T
	SL Running Light Red/White			
SOS ELUC3H010R	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10 5-wire harness - RED	2	86.32	172.64T
	REAR TAIL LIGHTS			
NG ORDER	EMPAK01KCZ	1	1,281.28	1,281.28T
	mpower® Arrow System			
	8EA 3" Mpower Red/Amber			
	REAR TOP OF SHELL			
	TRAFFIC ADVISORY WITH CODE			
NG ORDER	EMPS2SMS4D	2	127.40	254.80T
	mpower® 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/White			
	UNDER TAILGATE CODE & SCENE			
NG ORDER	980033	1	330.00	330.00T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Rigid Industries Flood Diffused Backup Flush Mount Kit SR-Q Pro RIGID Industries REAR BUMPER FOR SCENE INSIDE SHELL LIGHTING			
NG ORDER	KINGPIN EQUIPPED PACK 3EA 40" FLOOD LIGHT ALL 3 TO BE ACTIVATED WITH MERCURY SWITCH SIREN / SPEAKER	1	359.99	359.99T
NG ORDER	C399 CENCOME CORE WCX CONTROL CENTER	1	924.30	924.30T
NG ORDER	CCTL6 WECAN X KNOB/SLIDE CONTROL HEAD (INCLUDED)	1	0.00	0.00T
NG ORDER	C399K7 OBDII CANPORT KIT 2024 F250 (INCLUDED)	1	0.00	0.00T
NG ORDER	SA315U SPEAKER BLACK PLASTIC (INCLUDED)	1	0.00	0.00T
NG ORDER	SAK9 SA315 SIREN MT UNIV SWIVEL (INCLUDED)	2	0.00	0.00T
NG ORDER	SA315U SPEAKER BLACK PLASTIC	1	279.95	279.95T
NG ORDER	SAK9 SA315 SIREN MT UNIV SWIVEL	1	36.59	36.59T
NG ORDER	CEM16 WECANX 16 OUTPUT EXPANSION MOD	2	178.10	356.20T
TSO 78815	17 FT RG58 The Laird MB8U vehicle roof mount antenna installation hardware kit is for Motorola-style mobile antennas, 0 1000 MHz. This NMO mount is an all brass permanent mount for a 3/4 in hole.	3	34.99	104.97T
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	300.00	300.00T
NG INSTALATION	INSTALLATION CHARGE FOR ALL LIGHTING, SIREN, SPEAKER, PROGRAMMING, RUNNING ALL WIRE & 3 EA DEPARTMENT SUPPLIED RADIO & ANTENNA TROY CONSOLE	1	6,000.00	6,000.00T
NG ORDER	CC-WBOS-25 Universal SUV/truck 25" Wide-body open-storage console; 8" slope, 17" level.	1	625.00	625.00T
NG ORDER	AC-F150-15-MNT 2015-21 Ford F150 floor plate for bucket seat trucks or factory console removed	1	0.00	0.00T
NG ORDER	FACE PLATE WHELEN 4"	1	0.00	0.00T
NG ORDER	FP-BLNK2 2" BLANK FILLER PLATE	5	0.00	0.00T
NG ORDER	FACE PLATE MOTOROLA 3"	1	0.00	0.00T
NG ORDER	AC-INBHG 4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized	1	41.47	41.47T
TPS AC-TB-ARMMNT-	CONSOLE MOUNTED HEIGHT ADJUSTABLE ARMREST	1	143.78	143.78T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
58	WITH STANDARD SIZE ARM REST FOAM PAD			
NG SHOP SUPPLIES	SHOP SUPPLIES - TO INCLUDE VEHICLE UPFIT - BRACKETS, FUSES, CLAMPS, WIRES, LOOM, MISC ACCESSORIES	1	150.00	150.00T
NG INSTALATION	INSTALLATION CHARGE FOR CENTER CONSOLE, COMPUTER STAND & CONNECTING ALL EQUIPMENT ELECTRICAL ACCESSORIES	1	3,000.00	3,000.00T
MM MMSU-1	Magnetic Mic Single Unit 1 Single Unit Conversion Kit	6	39.99	239.94T
BSS 7615B	ATD Automatic Timer Disconnect	1	189.99	189.99T
BSS 5026	ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover	1	65.49	65.49T
NG ORDER	150 AMP CIRCUIT BREAKER	1	49.99	49.99T
NG SHIP IN	SHIPPING IN COST FROM VENDOR	1	625.00	625.00T

SUBTOTAL 20,136.50

TAX 1,837.46

TOTAL **\$21,973.96**

Accepted By

Accepted Date



NOR*CAL*EVI

NorCalEVI - Northern California's Emergency Vehicle Installations

CalFire SCU
CalFire SCU
15670 Monterey Rd
Morgan Hill, CA 95037



ESTIMATE	#266186
ESTIMATE DATE	Aug 4, 2024
TOTAL	\$23,373.34

CONTACT US
200 E San Martin RD , UNIT 960
san martin, CA 95046

(408) 509-6271
norcalevi@yahoo.com

ESTIMATE

Services	qty	unit price	amount
2024 ford 250 pickup build - SSCCFD spec-	1.0	\$0.00	\$0.00
lightbar 54" - Dual color arrow and full flood	1.0	\$2,940.00	\$2,940.00
surface mount leds Front - sides - red dual color - red white	14.0	\$156.00	\$2,184.00
500 series blueprint siren system	1.0	\$1,180.00	\$1,180.00
100 watt speaker -	2.0	\$120.00	\$240.00
Obd module	1.0	\$310.00	\$310.00
link mod -	1.0	\$299.00	\$299.00
Head light flasher	1.0	\$149.00	\$149.00
Equipment console Beverage holders - change dish - tablet arm -all face plates	1.0	\$1,260.00	\$1,260.00
Hide away leds	8.0	\$105.00	\$840.00
coax antenna line -	2.0	\$54.00	\$108.00
Materials wire,loom connectors,timer.ect	1.0	\$481.00	\$481.00

Stage Series Flush Mount Reverse Light Kit Rear bumper flood lights flush mount	1.0	\$339.00	\$339.00
Stage Series 18" White Light Bar	1.0	\$538.21	\$538.21
Streamlight Stinger HPL and charger	1.0	\$194.20	\$194.20
hint 500-0012 MD-ARM-0306-hdm-202	1.0	\$471.00	\$471.00
surface mount arrow - camper shell	1.0	\$1,360.00	\$1,360.00
SL runners - running board lights RED/White	2.0	\$511.20	\$1,022.40
Tuffy under set storage box	1.0	\$530.00	\$530.00
ipad case -	1.0	\$537.22	\$537.22
Remote nodes	3.0	\$305.00	\$915.00

Services subtotal: \$15,898.03

Materials	qty	unit price	amount
Shipping	1.0	\$447.21	\$447.21
Labor	45.0	\$125.00	\$5,625.00

Materials subtotal: \$6,072.21

Subtotal \$21,970.24

Tax (San Martin Tax
Rate 9.13%) \$1,403.10

Total \$23,373.34



Sales Quote

Page: 1

1590 Lana Way #7 Hollister, CA 95023-2552
Phone: 831-634-1600 Fax: 831-634-1602

Quote Number: 49815
Document Date: 10/8/2024
Terms: Credit Card Payment
Payment Method: Credit Card

Sell Cal Fire - Morgan Hill
To: XXXXXXXXXX
15670 Monterey Street
Morgan Hill, CA 95037
Phone:

Ship Cal Fire - Morgan Hill
To: XXXXXXXXXX
15670 Monterey Street
Morgan Hill, CA 95037
Phone:

Ship Via Customer ID 64235
Tax Ident. Type Legal Entity SalesPerson Mike McGee

Vehicle Information:

2025 FORD F250

Item No.	Description	Quantity	Unit Price	Total Price
	Front End Equipment			
VTX9D	Whelen Vertex Super-LED Omni Directional Lighthead DUO Red/White	2	87.99	175.98
UHF2150A	Whelen HeadLight/Grille Light Flasher	1	53.40	53.40
M2RC	Whelen, M2 Series LED Flashing - Red w/ Clear Lens	2	129.00	258.00
M2FB	Whelen M2 Series Flange Black	1	9.00	9.00
	LOWER GRILL L/R			
CH27.1.20	911Circuit, Harness w/Timer	1	787.50	787.50
MB-UNI-27	911Circuit, Universal Bracket for Ch27, No Tab	1	27.20	27.20
SA315P	Whelen Siren Speaker 100W	2	199.99	399.98
SAK61D	Whelen SA-315 Mt Kit 2017-23 F-250 Driver, Not For Use W/Factory Fog Lights	1	30.60	30.60
SAK61P	Whelen, SA-315 Mt Kit 2017 F-250 Pass	1	30.60	30.60
CHWLUNI	Whelen WeCanX Howler Low Frequency Siren Amplifier, Universal Mount	1	444.60	444.60
NPN	Ridgid Industries E- Series 20" Combo LED Light	1	673.18	673.18
I	Installation Charges	14	140.00	1,960.00
	Side Equipment			
TLI2D	Whelen ION T-Series DUO Red/White	4	108.25	433.00
	(2) LEFT SIDE F/R TOP FENDER WELL			
	(2) RIGHT SIDE F/R TOP FENDER WELL			
I	Installation Charges	6	140.00	840.00
	Roof Equipment			
EB2DDDD	Whelen, Legacy WCX 54" RW/RW/RW/RW	1	2,265.00	2,265.00
STPKT94	Whelen Lightbar Strap Kit	1		
MBD	3/4" Hole Brass NMO Mount w/ 17' Teflex Cable, No Connector	3	23.00	69.00
ROOF-FT-NITI-M	STI-CO REPLACEMENT MAST NITI	3	56.00	168.00
	CSM - AVL ANTENNA			
I	Installation Charges	4	140.00	560.00



Sales Quote

Page: 2

1590 Lana Way #7 Hollister, CA 95023-2552
Phone: 831-634-1600 Fax: 831-634-1602

Quote Number: 49815
Document Date: 10/8/2024
Terms: Credit Card Payment
Payment Method: Credit Card

Sell Cal Fire - Morgan Hill
To: XXXXXXXXXX
15670 Monterey Street
Morgan Hill, CA 95037
Phone:

Ship Cal Fire - Morgan Hill
To: XXXXXXXXXX
15670 Monterey Street
Morgan Hill, CA 95037
Phone:

Ship Via Customer ID 64235
Tax Ident. Type Legal Entity SalesPerson Mike McGee

Vehicle Information:

2025 FORD F250

Item No.	Description	Quantity	Unit Price	Total Price
Drivers Compartment Equipment				
CC-WBOS-25	Troy, Universal SUV/Truck 25" Wide Body Open Storage Console	1	630.00	630.00
AC-F150-15-MNT	Troy, Console Floor Plate w/ Foot Brackets, 2016-23 F150-550	1	159.00	159.00
AC-SIDEARM-12	Troy Prod, Arm Rest	1	117.75	117.75
AC-INBHG	Troy Products Internal Dual Beverage Holder 4"	1	48.00	48.00
FP-MXTL2500	Troy Products 3" Face Plate, Fits Motorola XTL2500/5000/APX6500 remote 05/07	1		
FP-BK-KNGM150R	Troy, 3" Faceplate BK M150 Remote Mt	2		
FP-WCENCOM-JD	Troy Products 4" Face Plate, Fits Whelen Control/Cencom (Sapphire, Carbide)	1		
FP-BLNK1	Troy, 1" Blank Filler Plate	1		
FP-AP12-4	Troy Prod Troy, 2" Face Plate, Fits 4x Dc Outlet Holes	1	24.00	24.00
L3-AP1SET	Troy Products 12v DC Power Outlet w/Cap	2	11.25	22.50
1016B-BSS	Blue Sea System 10/24V Dual USB 2.1A Charger	2	25.365	50.73
MMSU-1	Mag Mic Magnetic Mic Kit	4	34.95	139.80
CSM - MOTOTOLA DUAL HEAD XTL SERIES				
CSM - BK M150 DUAL HEAD SERIES				
CSM - BK M150 DUAL HEAD SERIES				
(1) HEAD FRONT CONSOLS (1) HEAD REAR COMMAND				
CSM - APPLE MOUNT X 2				
CSM - AVL				
I	Installation Charges	22.5	140.00	3,150.00
Back End Equipment				
CSM - EXTENDEBED W/COMMAND MODULE				
CSM - SMART CAP TRUCK SHELL				
VTX609R	Whelen Vertex Super-LED Omni Directional Lighthouse Red REAR TAIL LAMPS	2	87.99	175.98
TLIR	Whelen ION T-Series Linear Super-LED Surface Mt. Lighthouse Red TAIL GATE	2	102.99	205.98
RIG980033	Rigid, SRQ Flush Mount LED Lt Pair	1	378.00	378.00



Sales Quote

Page: 3

1590 Lana Way #7 Hollister, CA 95023-2552
Phone: 831-634-1600 Fax: 831-634-1602

Quote Number: 49815
Document Date: 10/8/2024
Terms: Credit Card Payment
Payment Method: Credit Card

Sell Cal Fire - Morgan Hill
To: [REDACTED]
15670 Monterey Street
Morgan Hill, CA 95037
Phone:

Ship Cal Fire - Morgan Hill
To: [REDACTED]
15670 Monterey Street
Morgan Hill, CA 95037
Phone:

Ship Via Customer ID 64235
Tax Ident. Type Legal Entity SalesPerson Mike McGee

Vehicle Information:

2025 FORD F250

Item No.	Description	Quantity	Unit Price	Total Price
60CREGCS	REAR BUMPER TIE TO REVERSE Whelen 12 Diode Interior Light, 6" Round Surface Mount Split Red/White COMPARTMENT LIGHTS	2	151.20	302.40
TLI2K	Whelen ION T-Series DUO Red/Amber MOUNTED LEFT TO RIGHT TOP OF SHELL CREATE TA	8	108.25	866.00
TIONWEDG	Whelen Mounting Wedges ION T-Series	8	13.80	110.40
TAPVC15	Whelen, 15' PVC Extension Cable	1	105.70	105.70
CEM16	Whelen Core WCX 16 Output Expansion Module	1	171.60	171.60
C399	Whelen Cencom Core WCX Remote Siren & Control Center	1	1,079.00	1,079.00
CCTL7	Whelen Core WCX 21 Push-Buttons & 4-Position Slide Control Head	1		
C399SP	Whelen SCANport KIT FOR C399	1		
CEXAMP	Whelen WCX External Amplifier	1	220.80	220.80
CEM16	Whelen Core WCX 16 Output Expansion Module	2	171.60	343.20
806-1206	Xantrex, PROwatt SW 600 Inverter 540 Watt	1	303.46	303.46
INSTALL	Install Materials	1	500.00	500.00
I	Installation Charges	35	140.00	4,900.00
F	Shipping Charges	1	325.00	325.00
MTP48/H6	Interstate, Mega-Tron Plus Battery	1	225.00	225.00
03009	Deka, Marine Battery Box	1	17.86	17.86
04716	Deka, 2/0 Welding Red	25	7.888	197.20
04717	Deka, 2/0 Welding Black	25	7.888	197.20
PAC-500-AMP BATTERY	PAC-500-Amp Battery Isolator	1	147.50	147.50
HPC-150	150 Amp Circuit Breaker 4703-150B	2	25.00	50.00
87900	Mega Fuse Holder w/Cover	1	15.00	15.00

Amount Subject to Sales Tax 24039.10
Amount Exempt from Sales Tax 325.00

Subtotal: 24,364.10
Total Sales Tax: 2,193.63
Total: 26,557.73

CITY OF MORGAN HILL

BID QUOTATION FORM (FOR ALL PURCHASES OVER \$5,000)

DEPARTMENT: Fire Department DATE: 11/07/2024
(FUND - DEPARTMENT - OBJECT)

ITEM DESCRIPTION: Vehicle F12001 Replacement

VENDOR QUOTATIONS

	BID AMOUNT *
Vendor Name: <u>Salinas Valley Ford Trucks</u>	\$ <u>64,306.55</u>
Address: <u>1100 Auto Center Cir</u>	
<u>Salinas, CA 93907</u>	
Contact: _____ Phone: <u>(831) 444-4485</u>	
Comments: _____	

Vendor Name: <u>Greenwood Ford</u>	\$ <u>65,262.21</u>
Address: <u>300 Gateway Dr</u>	
<u>Hollister, CA 95023</u>	
Contact: _____ Phone: <u>(831) 271-1016</u>	
Comments: _____	

Vendor Name: <u>The Ford Store Morgan Hill</u>	\$ <u>64,306.55</u> X
Address: <u>17045 Condit Rd</u>	
<u>Morgan Hill, CA 95037</u>	
Contact: _____ Phone: <u>(408) 782-8202</u>	
Comments: _____	

* BID AMOUNTS MUST INCLUDE SALES/USE TAX AND SHIPPING COSTS

SUCCESSFUL VENDOR was chosen because: **(Check One)**

☒ LOW BID ☐ SOLE SOURCE ☐ QUALITY ☐ SERVICE
☐ OTHER: _____

PERSON OBTAINING: Fleet Equipment Manager

Prepared for: [REDACTED] CAL FIRE
17575 PEAK AVE
MORGAN HILL, CA 95037

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 425



Client Proposal

Prepared by:
KAMAL DOAD
Office: 831-760-9166
Email: KAMAL@SALINASVALLEYFORD.COM
Date: 10/22/2024



Prepared for: [REDACTED]



CAL FIRE
Prepared by: KAMAL DOAD
10/22/2024

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 425

Table of Contents

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Prepared for: [REDACTED]



CAL FIRE
Prepared by: KAMAL DOAD
10/22/2024

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 425

As Configured Vehicle

Code	Description	MSRP
W2B	Base Vehicle Price (W2B)	\$51,560.00
600A	Order Code 600A	N/C
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	\$1,705.00
44G	Transmission: TorqShift 10-Speed Automatic	N/C
X37	3.73 Axle Ratio	Included
68U	F-250 >10K GVWR Package	Included
TDX	Tires: LT275/70Rx18E BSW A/T (4)	Included
64S	Wheels: 18" Ebony Black Painted Aluminum	Included
1	Cloth 40/20/40 Split Bench Seat	Included
160WB	160" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included
17S	STX Appearance Package	\$5,115.00
874	360-Degree Camera Package	Included
66L	LED Box Lighting	Included
WARANT	Fleet Customer Powertrain Limited Warranty	N/C
425	50-State Emissions System	STD
Z1_01	Oxford White	N/C
1S_06	Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat	N/C
SUBTOTAL		\$58,380.00
Destination Charge		\$1,995.00
TOTAL		\$60,375.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: [REDACTED]



CAL FIRE
Prepared by: KAMAL DOAD
10/22/2024

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 425

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$51,560.00
Options		\$6,820.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,995.00
Subtotal		\$60,375.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
0000	Salinas Valley Ford Discount	-\$1,569.00
Subtotal		\$58,806.00
<i>Sales Taxes</i>		
Code	Description	MSRP
0388	Sales Tax 9.125%	\$5,373.80
Subtotal		\$64,179.80
<i>Post-Tax Adjustments</i>		
Code	Description	MSRP
5454	DOC FEE	\$85.00
EDF	ELECTRONIC FILING FEE	\$33.00
TIRE FEE	TIRE FEE	\$8.75
Subtotal		\$64,306.55
Total		\$64,306.55

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: [REDACTED]



CAL FIRE
Prepared by: KAMAL DOAD
10/22/2024

Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 425

Pricing Summary - Single Vehicle

Customer Signature

Acceptance Date

Prepared for: [REDACTED]

CAL FIRE

Prepared by: KAMAL DOAD

10/22/2024



Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 425

Major Equipment

(Based on selected options, shown at right)

TorqShift 10-speed automatic

- * 18 x 8-inch front and rear black aluminum wheels
- * LT275/70RS18 AT BSW front and rear tires
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel single exhaust
- * Battery rating: 750CCA
- * Battery run down protection
- * Fuel tank capacity: 34.00 gal.
- * Bluetooth wireless audio streaming
- * AM/FM stereo radio
- * Seek scan
- * Vehicle body length: 250.0"
- * Cab to axle: 39.9"
- * Tire/wheel capacity rear: 7,180 lbs.
- * Spring rating front: 4,800 lbs.
- * Trip computer
- * Heated driver and passenger side door mirrors
- * DRL preference setting
- * Light tinted windows
- * Manual climate control

Exterior: Oxford White

Interior: Medium Dark Slate w/Cloth 40/20/40
Split Bench Seat

- * Class V tow rating
- * Front tires LT load rating: E
- * Lock-up transmission
- * Alternator Amps: 160A
- * All-speed ABS and driveline traction control
- * HD lead acid battery
- * Injection Type: sequential MPI
- * Steering wheel mounted audio controls
- * 8 inch primary display
- * AM/FM
- * SYNC 4 external memory control
- * Wheelbase: 160.0"
- * Axle capacity rear: 7,280 lbs.
- * Axle capacity front: 6,000 lbs.
- * Firm ride suspension
- * Power door mirrors
- * Manual folding door mirrors
- * LED daytime running lights
- * Variable intermittent front windshield wipers
- * Rear under seat climate control ducts

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$51,560.00
Order Code 600A	N/C
3.73 Axle Ratio	Included
160" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/MP3 Player	Included
Fleet Customer Powertrain Limited Warranty	N/C
50-State Emissions System	STD
SYNC 4	Included
Engine: 7.3L 2V DEVCT NA PFI V8 Gas	\$1,705.00
Transmission: TorqShift 10-Speed Automatic	N/C
STX Appearance Package	\$5,115.00
360-Degree Camera Package	Included
360-Degree Camera System	Included
BLIS w/Cross-Traffic Alert	Included
LED Center High-Mounted Stop Lamp (CHMSL) Camera	Included
Rear Parking Sensors	Included
Automatic High Beam	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: [REDACTED]

CAL FIRE

Prepared by: KAMAL DOAD

10/22/2024



Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 425

Major Equipment

* Driver front impact airbag	* Seat mounted side impact driver airbag
* Passenger front impact airbag	* Seat mounted side impact front passenger airbag
* 6 airbags	* AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
* Manual rear child safety door locks	* SecuriLock immobilizer
* Fixed rear seats	* 60-40 folding rear seats
* Front facing rear seat	* Fold-up rear seat cushion
* Height adjustable rear seat head restraints	* Manual rear seat head restraint control
* 3 rear seat head restraints	* Split-bench rear seat
* 40-20-40 split-bench front seat	* Driver seat with 4-way directional controls
* Front passenger seat with 4-way directional controls	* Height adjustable front seat head restraints
* Manual front seat head restraint control	* Split-bench front seat
* Front seat center armrest	* Front seat armrest storage
* Manual reclining driver seat	* Manual driver seat fore/aft control
* Manual reclining passenger seat	* Manual passenger seat fore/aft control
* Cloth front seat upholstery	* Cloth front seatback upholstery
* Manual driver seat lumbar	* 4-wheel disc brakes
* 4-wheel antilock (ABS) brakes	* Brake assist system
* Hill Start Assist	

As Configured Vehicle

MSRP

Pre-Collision Assist	Included
F-250 >10K GVWR Package	Included
Body-Color Front Bumper	Included
Body-Color Rear Bumper	Included
Cloth 40/20/40 Split Bench Seat	Included
Color-Coordinated Full Carpet w/Floor Mats	Included
LED Box Lighting	Included
LED Fog Lamps	Included
Painted Grille	Included
Wheels: 18" Ebony Black Painted Aluminum	Included
Tires: LT275/70Rx18E BSW A/T (4)	Included
Oxford White	N/C
Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat	N/C
SUBTOTAL	\$58,380.00
Destination Charge	\$1,995.00
TOTAL	\$60,375.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: [REDACTED]

CAL FIRE
Prepared by: KAMAL DOAD
10/22/2024



Salinas Valley Ford Trucks | 1100 Auto Center Cir Salinas CA | 93907

2024 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 425

Fuel Economy

City
N/A



Hwy
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Greenwood Ford
300 Gateway dr
Hollister CA 95023
Loute F250

BUYER		CO-BUYER		Deal #:		9212	
CAL FIRE 15670 MONTEREY ST MORGAN HILL, CA 95037 Work #: Email:				Deal Type:		Retail	
				Deal Date:		07/22/2024	
				Print Time:		10:54am	
				Salesperson:			
VEHICLE							
New	☒	Stock #:	Description:		VIN:	Mileage:	
Used	☐	29900	2024 FORD TRUCK S-DTY F-250		1FT7W2BA4REE62737	10	
Demo	☐						
TRADE							
AFTERMARKETS							
Total Aftermarkets: \$ 0.00				MSRP:		\$ 62,605.00	
				Discount:		\$ 2,885.00	
				Sale Price:		\$ 59,720.00	
				Total Financed Aftermarkets:		\$ 0.00	
				Total Trade Allowance:		\$ 0.00	
				Trade Difference:		\$ 59,720.00	
				Doc Fee:		\$ 85.00	
				State & Local Taxes:		\$ 5,457.21	
				Total License and Fees:		\$ 0.00	
				Total Cash Price:		\$ 65,262.21	
				Total Trade Payoff:		\$ 0.00	
				Delivered Price:		\$ 65,262.21	
				Cash Down Payment + Deposit:		\$ 0.00	
				Sub Total:		\$ 65,262.21	
				Service Agreement:		\$ 0.00	
				Maintenance Agreement:		\$ 0.00	
				GAP Insurance:		\$ 0.00	
				Credit Life, Accident & Health:		\$ 0.00	
				Other:		\$ 0.00	
Rate: Amount Financed: \$ 65,262.21				Amount Financed:		\$ 65,262.21	



The Ford Store Morgan Hill

CAL FIRE MORGAN HILL

2024 FORD F-250SD

VIN: 1FT8W2BN0REF19538

STOCK #: 417291W

SALESPERSON: MARK WEXLER

11/07/2024 12:10 PM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: 9.125

Cash Deal Structure

Market Value	63,240.00
Discount Savings	-4,434.00
Vehicle Price	58,806.00
Document Prep Fee	85.00
Tire/Battery/VTR Fee	8.75
Other Fee	33.00
Sales Tax	5,373.80

Due On Delivery	64,306.55
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Tax: 9.125	9.125 %
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GOOD FAITH QUOTE:

This is a 2024 Ford F250 Crew Cab 4x4 with 7.3L Gas. Pricing is subject to increases until the order is placed.

Ford Protect EXTRA CARE is an extended service plan is recommended. Plans can be purchased with varying length of time and mileage terms.

The sales tax rate has been estimated at 9.125% for Morgan Hill, but will require confirmation. DMV Title/Reg fees will be \$0 due to EXEMPT status.

Thank you for the opportunity and we look forward to supporting the sale, maintenance and service of your vehicles at The Ford Store Morgan Hill.

Mark Wexler
Commercial Vehicle & Fleet Sales Director
Mark.Wexler@TFSMH.com
Ofc : 408-782-8202 / Cell : 925-499-1878

Fair Pricing and Exceptional Service!

CITY COUNCIL STAFF REPORT

MEETING DATE: November 20, 2024

PREPARED BY:

Sarah Tada, Support Services Manager

APPROVED BY: City Manager

AUTHORIZE THE CITY MANAGER TO ENTER INTO A NEW AGREEMENT WITH SUN RIDGE SYSTEMS, INC. FOR COMPUTER AIDED DISPATCH (CAD) AND RECORDS MANAGEMENT SYSTEM (RMS) IN THE AMOUNT OF \$779,484

RECOMMENDATION(S)

Authorize the City Manager to execute and administer an agreement with RIMS Law Enforcement Records Management System by Sun Ridge Systems, Inc. for a new CAD/RMS.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Maintaining and Enhancing Infrastructure

Advancing Regional Initiatives

Fiscal Sustainability

Guiding Documents

Public Safety Master Plan

REPORT NARRATIVE:

The Morgan Hill Police Department previously selected Axon as its software provider for Computer Aided Dispatch (CAD) and Records Management System (RMS) to leverage the many benefits of an integrated system. City Council approved a contract with Axon for Axon Dispatch and Axon Records for \$778,400, payable over 10 years beginning June 2025.

Initially, the transition to Axon Dispatch and Axon Records was to occur simultaneously. Upon contract finalization, Axon informed the police department that Axon Dispatch would be significantly delayed. The transition to Axon Records was completed in October 2023 with several open deliverables:

- Conversion of legacy RMS data has not been completed.
- A Racial and Identity Profiling Act (RIPA) solution was not provided. The Police Department was advised to seek a third-party solution.
- California Incident Based Reporting System (CIBRS) reporting has not been

accomplished. This has caused us to not meet the state reporting requirements.

In July 2024, Axon notified our department that a business decision was made to cease development of Axon Dispatch, and this disclosure was made less than four (4) months prior to the department's launch date. Axon was aware of the unsupported state of the department's current CAD solution and did not offer the Police Department a viable alternative.

Additionally, our department remains dissatisfied with the property and evidence module; the evidence module lacks basic property barcode scanner functionality, design limitations have adversely affected the workflows, efficiencies, and the basics of proper documentation of the property and evidence chain of custody have not been met.

Given the failure to produce Axon Dispatch, unresolved CIBRS issues, and dissatisfaction with Axon Records deliverables - the City of Morgan Hill has determined that the best course of action is to separate from Axon Records. The City has given notice of its intent to terminate its agreement with Axon, and staff is in negotiations with Axon to recover the damages from its inability to perform under the agreement. Moving forward with a new vendor will remedy these issues. The Department has had to urgently pivot, leverage relationships, and act expediently to identify a stable and reliable solution that meets our needs in a timely manner and is seeking authority to enter into an agreement with RIMS Law Enforcement Records Management System by Sun Ridge Systems.

Reliability, Stability, and Industry Reputation: RIMS is a fully integrated, low-risk CAD/RMS system with over 200 California law enforcement agencies. This includes over 40 Bay Area law enforcement agencies, and 10 Santa Clara County law enforcement agencies: Gilroy, Los Gatos/Monte Sereno, San Jose State University, Evergreen Community College, West Valley-Mission College, Foothill-DeAnza Community College, Stanford University, and most recently - Palo Alto, Los Altos, and Mountain View. The Hollister Police Department and San Benito County Sheriff's Office are also in the process of integrating their departments with the RIMS platform. RIMS has a professional reputation that is exceptional, and they have been in business over 40 years, operating under its original owners with no outside investors. RIMS includes product updates and new versions with annual maintenance. They are based in California, are site-licensed (not per user or per workstation), and have integrations to match all the platforms our department uses.

RIMS is CIBRS compliant (they were the first vendor to gain certification from the Department of Justice and are considered subject-matter experts). RIMS also includes RIPA reporting, with dashboard insights that can be shared with the community.

Functional Requirements and Daily Operational Needs: RIMS meets or exceeds the department's functional requirements for law enforcement dispatching, system administration, interfaces and integrations, and records management.

Additionally, RIMS has a unique data-sharing product, RIMS Collaborate. This lets RIMS agencies share critical CAD and RMS data from other RIMS agencies at their discretion. For example, Gilroy and Morgan Hill Police Departments have established a joint SWAT team, and it is not uncommon for incidents to begin in one of our jurisdictions and transfer to the other. This capability would positively contribute to public safety in South County in tactical and operational ways that have not been technologically possible before.

For the aforementioned reasons, staff recommends the City Council authorize the City Manager to enter into a new agreement with RIMS Law Enforcement Records Management System by Sun Ridge Systems, Inc. for a new CAD/RMS.

COMMUNITY ENGAGEMENT:

This staff report serves to inform the community of the City's desire to enter into an agreement with Sun Ridge Systems, Inc. for a police CAD/RMS due to Axon's decision to terminate their CAD software and challenges with RMS state reporting compliance.

ALTERNATIVE ACTIONS:

Council could direct staff to seek and contract with an alternative CAD/RMS provider.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On May 18, 2022, the City Council authorized City Manager to execute and amend, when necessary, an agreement with Axon for a Computer Aided Dispatch and Records Management System.

FISCAL AND RESOURCE IMPACT:

The total cost of the CAD/RMS licensing contract over the term is \$779,484. The City is negotiating with Axon for cost recovery due to a breach of contract, and has not yet made any payments toward the contract. Funding for this project will not exceed funding allocated for the Axon project.

CEQA (California Environmental Quality Act):

Not a Project.

This Agreement entails organizational or administrative activities of governments and will not result in direct or indirect physical changes in the environment.

SUN RIDGE SYSTEMS, INC. SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement ("Agreement") is executed in duplicate as of _____, 2024, between Sun Ridge Systems, Inc., a California corporation ("Sun Ridge"), and City of Morgan Hill, a political subdivision of the State of California ("the City") located at 17575 Peak Avenue, Morgan Hill, CA 95037.

Section 1. Agreement. That for and in consideration of payments and agreements hereinafter mentioned to be made and performed by the City, and under the conditions set forth in this Agreement, Sun Ridge agrees to provide computer software ("Software") and services ("Services") to the City as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. The Software support and maintenance services to be provided by Sun Ridge as part of the Services are more specifically described in Exhibit C attached hereto and incorporated herein ("Software Support Services Agreement").

Section 2. City Project Manager. Sun Ridge shall work under the general direction of _____ in fulfilling this Agreement.

Section 3. Scope of Work. The project that is the subject of this Agreement shall consist of the delivery by Sun Ridge to the City of the Software and Services (the "Project") described in Exhibit A.

Section 4. Payment Schedule. In consideration for the Software and Services to be provided by Sun Ridge under this Agreement, the City agrees to pay Sun Ridge the Total Contract Amount ("Contract Amount") given in Exhibit B according to the following schedule ("Payment Schedule"):

<u>Milestone</u>	<u>Amount of Payment</u>
Contract Signing	25% of Contract Amount
Software Installation Complete	25% of Contract Amount
Training Complete	25% of Contract Amount
Final Acceptance	25% of Contract Amount

The City shall not be entitled to withhold or delay payments due to Sun Ridge pursuant to the above Payment Schedule due to delay in the delivery, installation, or testing of Software items described in Exhibit A where the delay is the result of action or inaction or breach of this Agreement by the City, its agents or employees or the action or inaction of a third party which is not within Sun Ridge's reasonable control.

Section 5. Invoices. Invoices shall be sent to:

Upon receipt of the invoice, the City shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by the City within thirty (30) days after the City's receipt thereof.

In addition to any other amounts for which City is liable under this Agreement, City agrees to pay to Sun Ridge a late charge equal to one percent (1%) of the amount due if City fails to pay Sun Ridge any amount that is due and owing pursuant to this Agreement within sixty (60) days after City's receipt of an invoice from Sun Ridge. Any invoiced amounts that are due and owing under this Agreement which City fails to pay to Sun Ridge within ninety (90) days after City's receipt of an invoice from Sun Ridge shall thereafter bear interest at the rate of twelve percent (12%) per annum or the highest interest rate allowed by applicable law, whichever is less.

Section 6. Term of Agreement. Unless terminated earlier in accordance with the provisions of this Agreement or applicable law, the term of this Agreement ("Term") shall be from the date shown on the first page of this Agreement through completion of the Project. Completion of the Project means the installation by Sun Ridge of all of the Software, the completion by Sun Ridge of all training and other Services and the payment by the City to Sun Ridge of the entire Contract Amount. The Project schedule is to be separately generated and agreed to between the parties. Notwithstanding the foregoing, the License described in Section 9 below will remain in effect until it is terminated pursuant to Section 9.

Section 7. Warranty/Disclaimer of Liability.

a. Sun Ridge warrants that upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. The City's sole and exclusive remedy for breach of this warranty will be repair or replacement of the Software. Sun Ridge will make reasonable efforts to correct errors in the Software, but does not warrant that the Software is error-free or will perform without interruption. The City has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

b. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO THE SOFTWARE, EXPRESS OR IMPLIED, AND SUN RIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER PART OF THE PRODUCT. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE CITY FOR THE PRODUCT.

Section 8. Final Acceptance. For thirty (30) days from the beginning of Agency's Operational Use of the Software or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Test Period"), Agency shall test the system for defects and anomalies. "Operational Use" is defined as the Agency's use of the Sun Ridge Software in the course of the Agency's daily business activities. During the Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by Agency under the Software Support Services Agreement (Exhibit C). At the end of the Test Period, Agency shall accept or reject the Software as follows:

a. If City determines that the Software is performing to its satisfaction it shall immediately provide written notice to Sun Ridge of final acceptance of the Software ("Final Acceptance Notice"), and upon receipt of a valid invoice from Sun Ridge, shall process and pay the final milestone of the Contract Amount including any additional outstanding milestone Payment Amounts. Any remaining issues with the Software shall be covered as part of the original

cost of the system and handled as maintenance items under the Software Support Services Agreement (Exhibit C).

b. If City decides to not accept the Software, then it must so notify Sun Ridge in writing within five (5) calendar days after the end of the Test Period (a "Rejection Notice"). If a Rejection Notice is given, this Agreement shall be automatically terminated and all payments already made by City to Sun Ridge, less the cost of project management, installation, data conversion, and training services provided up to the date of termination shall be returned to City by Sun Ridge within thirty (30) days after receipt of the notice. The terms of Section 11 and all other provisions of this Agreement that expressly survive such termination shall apply.

c. If City fails to provide a Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then City's final acceptance of the Software shall be considered to have occurred and City and Sun Ridge shall proceed as described in section 8.a above.

Section 9. Software License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Sun Ridge grants to the City a nonexclusive and non-transferable license, effective upon the City's Final Acceptance of the Software pursuant to Section 8 above, to use the Software in connection with the City's normal and customary daily operations substantially as they exist as of the date of commencement of the Term as described below (the "License"). The City shall acquire no ownership or other rights in or to the Software except for the License granted hereunder, and title to the Software shall at all times remain with Sun Ridge.

a. The following additional terms, conditions and limitations apply to the License:

i. The City may use the Software only for the agency that is the subject of this Agreement. The CITY shall not permit any other agency to use the Software unless it has first obtained explicit written agreement from the CONTRACTOR to do so;

ii. The City may make a copy of the Software for backup or modification purposes only in support of the City's authorized use of the Software hereunder as Sun Ridge has expressly authorized; and

iii. No one using the Software, and no one for whose benefit the Software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the Software or any part or copies thereof to any third party.

iv. The City shall not transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency.

v. The City shall not use the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component.

vi. The City shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge.

vii. The License granted under this Agreement shall apply only to the object code for the Software. No one using the Software, and no one for whose benefit the

Software is being used, shall have the right to use or have access to the source code for the Software, and neither the City nor anyone using the Software pursuant to this License will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software.

viii. The City acknowledges that the Software and the Documentation constitute trade secrets of Sun Ridge. The City agrees to maintain the confidentiality of the Software and the Documentation, and shall take commercially reasonable steps to preserve that confidentiality pursuant to Section 12 of this Agreement.

b. The term of the License shall commence upon Final Acceptance of the Software by the City, and shall continue until the License is terminated as provided below.

i. Sun Ridge may immediately terminate the License in the event of any failure by the City to comply with the terms or conditions of this Agreement by giving written notice of such termination to the City. In the event the City has leased the Software from Sun Ridge, the License will terminate automatically upon termination of the lease. Upon such termination, the City shall immediately cease further use of the Software and will cause all copies of the Software to be destroyed or returned to Sun Ridge.

ii. The City may terminate the License at any time by giving written notice thereof to Sun Ridge and by destroying or returning to Sun Ridge all copies of the Software. The City acknowledges and agrees that any election by the City to terminate the License hereunder will not entitle the City to any refund of amounts paid or compensation of any kind from Sun Ridge.

iii. Upon any termination or expiration of the License, an authorized representative of the City shall certify in writing to Sun Ridge that all copies of the Software and the Documentation which were the subject of the License have either been destroyed or returned to Sun Ridge as required above.

iv. The provisions of Sections 7 and 11 through 13, inclusive, shall survive the expiration or termination of this Agreement.

c. Sun Ridge may, at its option, release updates to or new versions of the Software. If the City elects to obtain any update or new version of the Software, the use of such update or new version will be subject to the terms and conditions of this Agreement.

d. Except as expressly provided in this Agreement, Sun Ridge retains all intellectual property rights and other rights to the Software, Documentation (as defined below), and the source code for the Software.

Section 10. Indemnity and Insurance.

a. Sun Ridge agrees to indemnify, defend, and hold harmless the City and its officers, directors, shareholders, employees, and agents (the "City Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees ("Claims"), arising out of or relating to (i) any actual infringement of a third-party's intellectual property rights or (ii) the negligence or willful misconduct of any employee or agent of Sun Ridge occurring during or as a result of Sun Ridge's performance of its obligations hereunder, provided that Sun Ridge shall have no indemnity or other obligations to the City hereunder to the extent any such Claims arise from or are the result of the negligence or other fault of the City or its employees, agents or other contractors nor shall the foregoing indemnity and hold harmless obligations of Sun Ridge extend to or cover any Claims arising from or relating to claims of defects or errors in the Software

or the City's use or inability to use the Software. This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement. Notwithstanding the foregoing, the City expressly waives, releases, and agrees that neither Sun Ridge nor Sun Ridge's officers, directors, shareholders, employees, agents and affiliates shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, or any other Claims arising out of or related to the use or implementation of the Software.

b. During the term of this Agreement, Sun Ridge shall comply with the following insurance requirements:

i. Workers' Compensation. Sun Ridge shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Sun Ridge may have for workers' compensation. Said policy shall also include employer's liability coverage of \$1,000,000 per accident for bodily injury or disease.

ii. General Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, and property damage personal injury; coverage includes products and completed operations,. Said insurance shall provide (1) that the City, its officers, and employees shall be included as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and non-contributory.

iii. Automobile Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement business automobile liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Said insurance operate as primary insurance, and non-contributory.

iv. Certificates of Insurance. Sun Ridge shall file with City upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City prior to the effective date of such cancellation, or change in coverage.

Section 11. Termination Rights. Either party may terminate this Agreement upon material breach of any of the terms of this Agreement by the other Party, after first giving the other party written notice of such breach and thirty (30) days to cure. If the breaching party does not cure the breach within the allotted time, the Agreement will be terminated. Upon Termination, each party will return, delete, or destroy any copies, whether tangible or electronic, of Confidential Information obtained from the other party pursuant to this Agreement, including but not limited to any Documentation and any Confidential Information stored on any equipment that may be returned, and certify to the other party in writing within five (5) business days of the termination date that it has done so.

Section 12. Confidential Information. "Confidential Information" means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including but not limited to the Software and the Documentation pertaining thereto. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of Confidential Information, or is lawfully obtained from a third party. "Documentation" means those visually readable materials developed by or for Sun Ridge for use in connection with the Software, in either written or electronic form.

Each party agrees to protect the other party's Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a "need to know" basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the parties shall cooperate and take all reasonable acts (without significant cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information specifically requested by the tribunal or person compelling such disclosure shall be provided and no interpretation or analysis of such data prepared for the purpose of such disclosure shall be disclosed unless approved the party whose Confidential Information is at issue or required by law.

Section 13. General Terms.

a. Governing Law. This Agreement will be construed by and enforced in accordance with the laws of the state of California.

b. Arbitration. If a dispute arises from or related to this Agreement or the breach of this Agreement and if such dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation to be held in Sacramento, California, under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this Agreement, or breach of this Agreement, shall be settled in arbitration to be held in Sacramento, California. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association, and the parties shall be allowed discovery in accordance with the California Code of Civil Procedure. If Sun Ridge and the City cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of Sun Ridge and the City (or, if a party fails to make a choice, by the American Arbitration Association on behalf of such party) and the two arbitrators so chosen will select one additional arbitrator. The decision of the single arbitrator jointly selected by Sun Ridge and the City, or, if three arbitrators are selected, the decision of any two of them will be final and binding on the parties and the judgment of a court of competent jurisdiction may be entered on such decision. The prevailing party shall be entitled to recover reasonable fees and expenses resulting from any arbitration proceeding.

c. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.

d. Assignment. Parties may not transfer, assign, or sublicense this Agreement, any license hereunder, or any of its rights or duties hereunder to any other person, site or corporation without the prior written consent of the other party. Any attempted transfer, assignment, or sublicense made without prior written consent shall be completely void.

e. Notice. Any notice requested or permitted to be given hereunder shall be sent prepaid, certified mail, return receipt requested, and shall be deemed to have been given on the third (3rd) business day after mailing to the other party as follows: to the City at the

address indicated in the initial paragraph of this Agreement or to electronic mail address _____; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, or electronic mail address CarolJ@SunRidgeSystems.com. Notices may be given by electronic mail transmission to such address as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such address with confirmation of a successful transmission.

f. Independent Contractors. The parties to this Agreement shall constitute independent contractors. Nothing in this Agreement shall be construed as establishing any employment, partnership, joint venture or similar arrangement between the parties, and no party has any authority to commit any other party to any obligation to any other person or entity, unless expressly agreed to in writing signed by such party.

g. Force Majeure. Sun Ridge shall not be responsible for interruption of, interference with, diminution of, or suspension of any of its products or services, including performance failure, which are caused by strike, lockout, riot, epidemics, war, government regulation, fire, flood, natural disaster, acts of God, utility failures, losses or injuries arising directly or indirectly from criminal acts, negligent acts of others, malfunctions or inadequacies of equipment or service not directly within the control of Sun Ridge.

h. Authorization/Entire Agreement/Modification. This Agreement will be effective upon signing by the City and Sun Ridge. This Agreement is the complete and final Agreement of the parties relating to the subject of this Agreement and it replaces and supersedes any prior or contemporaneous oral or written understandings or agreements. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

This Agreement has been executed by the parties hereto, from the date shown on the first page.

SUN RIDGE SYSTEMS, INC.

CITY OF MORGAN HILL

By:

By:

Carol Gomes Jackson
Its: President

Its:

Exhibit A - Scope of Work

Section 1 – Software Licenses

The City has purchased the following software licenses:

- RIMS Computer Aided Dispatch Software
- RIMS Records Management Software
- RIMS Mobile Computer Software
- iRIMS Law Mobile App Software
- RIMS In-Station Mapping Software
- RIMS Mobile Mapping Software
- RIMS Property Room Bar Coding Software
- Citizen RIMS Public Access Software
- InCustody Lite Software
- RIMS Collaborate Data Sharing Software

The City has purchased the following RIMS interface software:

- RIMS E911 Link
- RIMS State Link (CLETS) Software
- RIMS Text Paging Software
- RIMS BWC Link Software
- RIMS CopLogic Import Software
- RIMS AutoCite Import Software
- RIMS Crossroads Accident Import Software

Section 2 - Project Schedule

Upon execution of the Agreement, Sun Ridge and the City shall define a mutually agreed on project schedule.

Section 3 – Hardware/Equipment

Sun Ridge is providing one (1) Worth Data Bar Code Scanner.

Section 4 – Third-Party Software

Sun Ridge is providing no Third-Party software.

Section 5 - Installation

Sun Ridge will install all Sun Ridge provided Software on City provided servers and will provide instruction to the City staff on how to install the client workstation Software and Mobile/App Software. The City's servers and workstations (including desktop and laptop computers as well as Android and/or iOS devices) shall meet the minimum specifications set forth in Section 13. Access to the City supplied servers shall be via unattended remote access using a product called Bomgar by Beyond Trust, provided by Sun Ridge. As part of installation, Sun Ridge will setup a basic system backup process to local disks.

Section 6 – Configuration

Sun Ridge will provide the following sessions to the City’s designated RIMS Administrators:

RIMS Configuration and Setup: Consists of up to 24 hours for CAD/RMS and an additional 8 hours for IC-Lite, conducted via phone and/or remote access. The City’s “RIMS Administrators” will be instructed on how to configure RIMS to most closely meet the desired operational procedures of the City. In some cases, the RIMS Administrators may find that modifying existing procedures may be desired in order to take full advantage of RIMS functionality. Discussions will include:

- Customization of drop-down menu choices for 200+ fields
- The City’s dispatch operational decisions
- The City’s records management operational decisions
- The City’s jail management operations decisions
- Paper flow vs paperless vs less paper for records
- Selection of case format type
- Review of data conversion processes and implementation, including reviewing data and starting data translations if converted data is available at the time the session is scheduled

Section 7 - Map Engineering Services

Sun Ridge will provide map engineering services assuming an ESRI-based map source. This process involves the City supplying an ERSI street centerline file (and layers) to Sun Ridge so that Sun Ridge can build maps for use by the RIMS mapping software products.

Section 8 – Street File (aka “Geofile”) Load

The City and Sun Ridge will work together to determine the best street file source. One “load” of this source file into RIMS is included in the scope. If the City determines that additional iterations of the street file are to be loaded (due to updates or corrections) or determines an alternative source for the street file is preferred, Sun Ridge may charge additional fees for the additional loading.

Section 9 - Integration

Sun Ridge will provide RIMS sided interfaces for all third-party software applications listed in Section 1 above. The City must coordinate with third-party vendors to complete and test their portion of the interface.

Section10 – Training

Sun Ridge is providing “end user” training all of which will be conducted on-site at a City provided location(s). Training days are contiguous, including weekends. Class times are 0800 to no later than 1700. Sun Ridge will provide a training plan at least 30 days prior to the first training session, generally following the parameters and total number of classes set forth in the chart below but with the specifics mutually agreed upon by the Parties.

Sun Ridge will provide course materials/handouts in electronic format in advance of the training. A “session” is a repeat of the same class/material.

End User Training

Subject	Sessions Offered	Days Per Session	Total Days	Class Size
CAD/Dispatcher	2	2	4	No more than 1 student per workstation/10 students per session max
Officers/Mobile Training	4	2	8	No more than 2 students per workstation/20 students per session max
Records	1	1	1	1 student per workstation (also must attend Day 1 of Officer Training)
Property Room	1	1	1	1 student per workstation (also must attend Day 1 of Officer Training)
Officer InCustody Lite Training	2	1	2	1 student per workstation (also must attend Day 1 of Officer Training)
IT Go Live Prep	1	1	1	TBD
Admin Review	1	1	1	TBD

Section 11 - Go Live Support

Three (3) Sun Ridge staff will be on site on the day of and the day after go live. Staff will be onsite to answer questions and to address any system problems.

Additionally, 1 day of post go-live remote training, typically scheduled two to six months after go live, is included.

Section 12 – Data Conversion

Data conversion does not include establishing access between RIMS and the EIS and RMS systems. The City will provide access to the data, either via a full database backup restored as a SQL database on the RIMS server or by establishing a “linked server” between the RIMS server and the requisite EUS database. Once Sun Ridge receives access to the data, Sun Ridge will

evaluate it to determine which items may be converted into RIMS. Please note that not all data may be available or suitable for conversion. As part of Sun Ridge's standard data conversion, we **attempt** to convert the following items. The following items are part of Sun Ridge's standard data conversion:

RMS Data

People:

- Person Name (including combining duplicates based on 6-way match)
- DOB
- Contact Information
- Description
- Identification Numbers
- Officer Safety Notifications
- Log Entries for Connections to Cases
- Log Entries for Citations
- Log Entries for Field Contacts
- Person Photos (if stored in the RMS and NOT a separate database or system).

Arrests:

- Arrestee
- Date/Time
- Charges
- Counts
- Offense Level
- Disposition
- Booked/Cited Out.
- Arresting Officer ID
- Booking #

Vehicles:

- License (including combining duplicates based on 2-way match)
- License
- State
- Make
- Model
- Year
- Color
- Type
- Log Entries for Connections to Case
- Log Entries for Field Contacts
- Log Entries for Citations.

Cases:

- Location
- Date Reported
- Date Occurred
- Classification/Type
- Offenses
- Case Dispositions

- Date of Dispositions
- Officer ID
- Persons
- Vehicles
- Narratives
- Supplements.
- Attachments to cases to include the following file types: .doc (no imbedded photos), .pdf., .jpeg.

Accident Reports (if stored in EIS):

- Location
- Date Reported
- Date Occurred
- Classification/Type
- Offenses
- Case Dispositions
- Date of Dispositions
- Persons
- Vehicles
- Narrative
- Supplements
- CHP 555 Form and Diagram as .pdf files as part of attachments process.

Warrants (if applicable):

- Person Name
- Warrant #
- Warrant Date
- Type
- Felony/Misdemeanor
- Reason
- Court
- Judge
- Case #
- Cite
- Docket
- Ref #
- Agency
- Charges
- Comment
- Bail Amount
- Served Date
- Returned Date
- Returned Reason
- Recalled Date
- Recalled Reason.

Property in Cases:

- Category
- Article
- Status

- Description
- Brand
- Model
- Item #
- Property Code
- Locations
- Value-stolen
- Recovered
- Damage
- Officer.

Premises:

- Common Place Name
- Address
- Contract Person
- Contract Phone Number
- Alarm.

Streets (if electronic street file is available):

- Street Name
- Intersections (with block ranges).

Officer:

- Name
- ID

Users:

- Name
- ID

CAD data, AXON Data and third-party Property Room data conversion is not included.

Attachments stored in separate databases are not included.

Data conversion is an iterative process and requires the City to review converted data as soon as it is loaded and report any errors found to Sun Ridge. The City must identify at least two people to be part of a data conversion review team. This data conversion review team shall promptly review the converted data once it is loaded into RIMS, identify any problems with the converted data, and report those problems to Sun Ridge in an organized manner.

Sun Ridge will then correct the reported errors, re-run the conversion, reload it onto your system and ask the data conversion review team to review the data again. The cycle is repeated as often as is necessary to ensure that the data conversion is as complete and correct as possible. To assist you with the review process, Sun Ridge will have trainers available via phone and remote access to guide the City. Sun Ridge staff are NOT responsible for reviewing or identifying errors in the converted data. They are responsible for facilitating the process with your staff. If during the course of data conversion Sun Ridge staff becomes aware of any error or defect in the data conversion process or the data itself, Sun Ridge staff will notify the City data conversion review

team of such error or defect. and if possible, will correct the identified error and reload it onto the City system.

In addition to the continued review of the data for the duration of the project via phone and remote access, there is one (1) day of on-site data conversion review sessions with the Sun Ridge's trainer and your staff prior to system cutover.

Our data conversion specialist will work with your technical staff to determine:

- 1) The best format with which to provide the extracted data to the conversion specialist
- 2) The best method for transferring that data to the conversion engineer; and,
- 3) The timing for the final extract, conversion, and load of data for go live.

The City is responsible for the following:

- Coordinate and schedule resources of the City to include IT staff
- Coordinate the resources of EIS if needed to provide support for the data conversion process.

Section 13 - The City's Responsibilities

The City is responsible for the following:

- Installation of all remaining client workstations
- Installation of all remaining mobile computers
- Installation of all remaining smartphone/tablet devices
- Coordinate and schedule resources of the City to include IT staff
- Identify RIMS Administrators
- Identify Data Conversion Review team (can be the same as RIMS Administrators)
- Provide data communications infrastructure (network, wireless, internet, intranet)
- Complete, submit and gain approval of updated DOJ CLETS application
- Coordinate testing of the CLETS Message Switch
- Complete CIBRS certification (if required by DOJ)
- Contact third party vendors, and any other required third-parties, and coordinate their schedules and costs they may charge the City to provide, install and test their portion of the interface to RIMS.
- Provide Geofile (aka "street file") source and build-out
- Ensure accuracy of the geofile
- Provide initial map source file
- Ensure all user-maintained configuration and data validation tables are completed prior to the start of training

- Provide training facilities and workstations (meeting minimum workstations requirements) and ensure access to RIMS training database from the training location(s)
- Training facilities must meet current Federal, State and local guidelines for health and safety, including those that may affect class size and physical configuration
- Make paper copies of class materials and handouts provided by Sun Ridge
- Schedule the City's staff into requisite classes
- Assume any costs for staff overtime or other expenses incurred to support training schedule
- The City will allow **unattended remote access** (during implementation) to Sun Ridge allowing the use of Bomgar by BeyondTrust remote access software so that Sun Ridge may meet its responsibilities under this Agreement
- Purchase a minimum of one (1) DYMO LabelWriter 550 Turbo Label Printer and minimum one (1) month supply of Dymo Labels # 30256 for Property Room
- The City will provide the following hardware meeting the following minimum specifications:
 - **Database Software:** Microsoft SQL Server software (Standard Edition) required to run the RIMS database.
 - **Servers:** RIMS software supports a traditional hardware platform or a virtual platform. The hypervisor software products supported - VMWare, Hyper-V, and others. You will need one database server and one application server. The application server does not require as much disk or RAM as the database server.
 - **Monitor Resolution: 1920 x 1080**
 - **Minimum Specifications (If using existing PCs and servers)**

Office Workstations	Database Servers
Microsoft Windows 10+	Microsoft Windows Server 2016+
2+ Ghz Processor / i5+	Microsoft SQL Server 2016+
8 GB+ RAM	Intel 2 GHz+ Processor
Any Size Disk Space	16 GB+ RAM
	3x Current System Database Size for Conversion

- **Minimum Specifications (If purchasing new PCs and servers)**

Office Workstations	Database Servers
Microsoft Windows 10+	Microsoft Windows Server 2022+
i7/i9 Processor	Microsoft SQL Server 2022+
16 GB+ RAM	i7, Xeon, or AMD Equivalent Processor
Any Size Disk Space	32 GB+ RAM
	3x Current System Database Size for Conversion

- **Mobile Computer Specifications:** RIMS Mobile Computer Software/OFR Software and RIMS Mobile Mapping run on Windows laptops or Windows tablets per the following minimum specifications:

- **Recommended Specifications (If purchasing new Laptops/Tablets)**

Laptops / Tablets
Microsoft Windows 10+
i7/i9 Processor
16 GB+ RAM
Any Size Disk Space

Optional features for Mobile RIMS: include support for touchscreens, locally connected GPS devices (COM-port Serial or network connection to the modem), NFC readers for YubiKeys (MFA), and Driver's License barcode scanning using enabled Getac tablets or DL scanners (Com-port Serial – AAMVA format – purchased separately by the City).

Phone and Tablet Devices: The City must provide connectivity from the Phone or Tablet via the internet back to the City to reach the Application Server. The City must also provide a secure method to reach the Application Server, which can be done in various ways. Most agencies choose to use an agency-provided Virtual Private Network (VPN) or Net-Motion-type product that these devices support. Supported Devices Include:

Android Devices	iOS Devices
Android v13+	iOS v16+

FBI CJIS Requirements: All workstations must comply with FBI CJIS policies, including Multi-Factor Authentication (MFA). MFA can be provided within the

Sun Ridge Systems products, or the City can use its own solution. Sun Ridge only offers these two MFA possession solutions: Time-Based One-Time Password (TOTP) Authenticator and physical YubiKeys (purchased by the City). For mobile devices using Mobile RIMS or iRIMS, a Mobile Data Management (MDM) software product may be required, which Sun Ridge does not provide nor sell. The City is responsible for other FBI CJIS requirements, including virus protection, local firewalls, and VPNs.

- **Property Room Specifications:**

- Provide a minimum of one (1) DYMO LabelWriter 550 Turbo Label Printer
- Provide a minimum one (1) month supply of Dymo Labels # 30256 for Property Room

Exhibit B - Contract Amount

Item	Price
RIMS Computer-Aided Dispatch and Records Management Software	\$210,000
RIMS Mobile Computer Software	\$63,000
iRIMS Law iOS / Android App Software	\$22,000
RIMS In Station Mapping Software	\$32,000
RIMS Mobile Mapping Software	\$11,000
RIMS Property Room Bar Coding Software	\$26,000
RIMS Citizen RIMS Public Access Software	\$11,000
RIMS InCustody Lite Software	\$70,000
RIMS E911 Link Software	\$13,000
RIMS State Link Software (CLETS)	\$16,000
RIMS Text Paging Link Software	\$6,000
RIMS Collaborate Data Sharing Software	\$12,000
RIMS Body Camera Software	\$3,000
RIMS CopLogic Import Link Software	\$4,000
RIMS AutoCite Import Software	\$4,000
RIMS Crossroads Accident Import Link Software	\$2,000
Mapping Data Engineering Services	\$2,500
Worth Data Bar Coding Equipment	\$1,700
Data Conversion Services	\$45,000
Installation and Training	\$149,377
Annual Support and Updates - First Year	\$75,750
California Sales Tax	\$157
CONTRACT AMOUNT	\$779,484

Exhibit C – Support Services Agreement

This is a description of the software support, maintenance, and update/upgrade services to be provided by Sun Ridge Systems, Inc. ("SRS") to the City of Morgan Hill ("Licensee") as part of a Software Support Services Agreement ("Agreement"). This Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective on the date of system cutover of the first RIMS product in production use.

Under this agreement SRS agrees to provide the following services to Licensee:

1. **Coverage Hours.** SRS will provide a toll-free phone number and dedicated email address for support purposes during normal service hours. Normal service hours are defined as Monday-Friday, 8AM-5PM PST, except for New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day ("common holidays").

However, for instances where the Licensee's system is completely inoperable due to an SRS software problem ("critical problems") preventing basic system operation, service will be available 24 hours, 7 days a week, common holidays included. Examples of critical problems include:

- RIMS is down/not responding on multiple workstations
- Cannot create a call for service (CAD Incident)
- Cannot issue a case number
- Unable to access NCIC
- Other issues that will not allow the user to complete critical tasks

Licensee will have taken reasonable measures prior to contacting SRS support during non-service hours including:

- Verified that the issue is not related to just 1 workstation
- Restarted the workstation in question
- Contacted in-house IT support if the issue is related to network or server errors
- Verified the issue is critical enough that it cannot wait until normal support hours

2. **SRS Response to reported problems.** SRS agrees to provide service and assistance as expeditiously as possible as follows:

- a. Most problems will be resolved with the initial phone call or email.

- b. For problems that cannot be immediately resolved, SRS will work to resolve the problem based on the severity of the problem *and* the urgency reported by Licensee.
- For critical problems, SRS personnel will work with Licensee until the situation is resolved.
 - For problems that are not critical problems that have a lesser though continuing impact on operations of Licensee SRS will endeavor to provide a solution or workaround within 72 hours of the problem being reported to SRS by the Licensee.
 - For other problems SRS may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.
3. **Licensee equipment and software responsibilities.** Licensee agrees to allow SRS to remotely connect to Licensee's system when a problem is reported. SRS uses BeyondTrust remote access software for secure installation and follow-on support services. BeyondTrust software provides superior security and does so over an ordinary internet connection via an SRS server that hosts a BeyondTrust security hardware device.
- If Licensee does not allow unattended access, the SRS response to a service request may be delayed until a responsible party of the Licensee allows access. Once remote access is obtained, SRS will examine data files, investigate reported problems, and provide updates and corrections as necessary.
4. **Provision of software updates.** SRS will provide all new enhanced and updated versions of software licensed to Licensee at no additional cost. This software will be provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the SRS ftp web site. SRS will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.
5. **Term.** The term of the support period shall be one year from the date of system cutover and shall be annually renewed for another year upon payment of invoice. Payment for the year is due in advance the day the services begin. Non-payment of the support invoice within 60 days as shall be cause for terminating or suspending support services at the discretion of SRS.
6. **Termination.** Licensee may terminate this Agreement with or without cause upon ninety (90) days written notice to SRS. If terminated, Licensee is entitled to a prorated refund for the service days not consumed beginning on the last day of the month the written notice is received by SRS to the end of the remaining term of the Agreement.
7. **Limitations.** SRS agrees to provide support only for public safety application software provided by SRS. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Agreement. PC and network operating system software and Microsoft SQL Server database

system software is similarly not included, although SRS may assist Licensee in isolating problems to this software. (SRS reserves the right to charge for diagnostic services in the event it is determined that the reported issue is not attributable to RIMS.) Also specifically excluded is responsibility for administration, support, or maintenance of Licensee' server, computer network, operating systems, or database (Microsoft SQL Server).

Licensee may request that SRS provide support services outside the limitations of this Support Services Agreement. If SRS agrees to provide any requested additional support services, such support services will be provided at SRS's then current rate and under terms and conditions that SRS may require.

This Agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners, and other computer peripheral devices with the exception that SRS will assist Licensee in determining whether a problem is RIMS application software in nature.

CITY COUNCIL STAFF REPORT

MEETING DATE: November 20, 2024

PREPARED BY:

Tanya Carothers, Environmental Services Administrator

APPROVED BY: City Manager

AWARD A WATER USE DATA TRACKING MANAGEMENT AND COMMUNICATION SOFTWARE AGREEMENT TO AQUATRAX IN THE AMOUNT OF \$175,000

RECOMMENDATION(S)

1. Authorize the City Manager to execute an agreement for \$175,000 with Aquatrax for use of their customer water use data tracking management and communication platform for a 5-year term; and
2. Authorize the City Manager to approve minor scope adjustments prior to entering into the final Aquatrax contract.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Protecting the Environment

Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

Healthy Community

REPORT NARRATIVE:

The purpose of this staff report is to allow the City Council to consider the approval of a contract with Aquatrax for use of their water use data tracking management and communication platform (water use platform), see Attachment A.

For a decade, the Morgan Hill community has been provided with access to a water use platform which provides useful tools to help residents conserve water. Some examples of these tools include: home water use reports that enable residents to understand how their water use compares to similar-type households; a web portal connected with the City's advanced meters which allows customers to evaluate historic and current (hourly) water usage at any time; and leak alerts which are sent to customers when continuous water use, or dramatically increased water use, is recorded so that residents can identify and respond to leaks as quickly as possible in order to minimize water waste. Additionally, the water use platform has enabled the City to actively and easily identify

the highest water users in the City and work with them on conservation opportunities, help properties come into compliance with watering schedule requirements, and engage with properties when they have ongoing leaks or high water use so that customers can avoid high water bills. The availability of a water use platform in the City has made water conservation and tracking easy and data-driven. This has been a key part of an overall trend whereby even though the City population has generally increased, water use has decreased significantly, as shown in the graph in Attachment B.

Since 2014, the City has utilized WaterSmart as its water use platform. In recent years, new water use platforms have been developed that include innovative and customizable features at competitive pricing. With the City's current WaterSmart agreement reaching its termination in June 2025, the City released a Request for Proposals (RFP) to engage with the opportunity to evaluate costs and services offered by other water use platform vendors.

Six responses were received from water use platform vendors during the RFP process, as shown in the following table:

Company / Platform Name	5-Year Contract Amount
VertexOne / Watersmart (current vendor)	\$192,960 was noted in the submitted proposal, however the actual cost is closer to \$282,961 as explained below in the fiscal impact section of this staff report.
Eagle Aerial Solutions / no platform yet, proposed to build from scratch	\$234,890
Intellectyx / no platform yet, proposed to build from scratch	\$358,000
Kubra / DropCountr	\$172,780
Linkosys / no platform yet, proposed to build from scratch	\$397,000
Aquatrax / Aquatrax	\$175,000

During the course of proposal evaluations and interviews, it became clear that Aquatrax was one of the lowest two bidders while still offering a suite of services and tools that excelled at being customizable and complete, including tools not offered by other vendors (e.g., lead and copper reporting tools, customized how-to videos for platform users, etc.). Based on demonstrations, Aquatrax appears to be an intuitive and user-friendly platform. Aquatrax employs staff who are water conservation subject matter experts and the Aquatrax platform is, therefore, very focused on providing the added benefit of regulatory support tools to cities to support compliance with new state water conservation regulations. Aquatrax has exceptional references. For these reasons, staff recommends awarding a 5-year contract to Aquatrax.

The proposal submitted by Kubra for use of their DropCountr water use tool was the lowest cost at \$172,780. The DropCountr tool had limited customization opportunities, had minimal regulatory tool innovations to support City compliance with water

conservation laws, and their references while overall good, were not exceptional. For these reasons, the DropCountr tool did not score as highly as Aquatrax.

COMMUNITY ENGAGEMENT:

Empower and Inform.

The Aquatrax platform empowers residents to carefully monitor their water consumption and provides them with the tools and information needed to take steps to use water most efficiently.

Residents will be informed of the new water use platform through City outreach and engagement materials including the Weekly 4-1-1, social media, ESD Newsletters, watering schedule notifications, UB inserts, etc.

ALTERNATIVE ACTIONS:

If the Council elects to not enter into contract with Aquatrax then the City will default back to the current water use platform which is not cost competitive and does not offer the same level of comprehensive tools, features, and customization for residents, nor the same level of regulatory support features for City compliance with state laws.

Alternatively, the Council could decline to authorize the execution of any water use platform agreement, which would end the water use data tracking program, or Council could direct staff to further negotiate the Aquatrax agreement with different terms.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- The Council authorized the original WaterSmart contract on April 2, 2014, and approved a second agreement on March 16, 2016.
- On October 5, 2017, the City entered into a 5-year contract with WaterSmart for water use software services through June 30, 2022 in an amount not to exceed \$228,062.
- On February 25, 2020, the City entered into a First Amendment to Agreement which made minor adjustments to the Scope of Work and other general provision updates within the agreement. The First Amendment did not include any changes to compensation nor term of the agreement.
- On April 24, 2022, the City entered into a Second Amendment to Agreement under which the maximum compensation under the consultant agreement, as amended, was not increased, but the term was extended for one year until June 30, 2023.
- On June 29, 2022, the City entered into a Third Amendment to Agreement that increased the authorized funds to \$275,789.
- On July 9, 2024, the City entered into a new one-year contract with VertexOne who had acquired the WaterSmart software, for services through June 30, 2025, in an amount not to exceed \$58,000.

FISCAL AND RESOURCE IMPACT:

Continuing to use WaterSmart would cost the City a minimum of \$202,961 over five years (total annual base costs for 5 years plus \$10,000 re-onboard fee). Additionally, WaterSmart recently started charging additional 'add-on' transactional fees billed monthly based on use, estimated to be around \$16,000 per year for Morgan Hill, currently. Total costs to stay with WaterSmart would, therefore, equate to approximately \$282,961 over five years when accounting for the added transactional fees, assuming they stay around \$16,000 per year. In comparison, if approved, the total cost of a 5-year contract with Aquatrax would be \$175,000 (\$151,500 total annual cost for 5 years, plus \$23,500 one-time setup fee in FY 2024/25). Entering into contract with Aquatrax would save the City approximately \$107,961 over five years compared to continuing with use of the WaterSmart platform.

Annual appropriations to support water use platform expenses have been historically included in the Water Operations budget of Fund 650. The City's Memorandum of Understanding (MOU) with Valley Water has historically included funding to reimburse the City for one-half of the water use data platform expenses, not to exceed \$25,000 per year. If the Valley Water MOU is continued for the duration of the Aquatrax 5-year term, then the City's net expenses for the Aquatrax agreement will be \$99,250 (the current Valley Water MOU ends on June 30, 2027).

Supporting this program administratively is included in the work program of the Community Services, Administrative Services, and Engineering and Utilities Departments.

CEQA (California Environmental Quality Act):

Not a Project.

This action authorizes an administrative activity which will not directly or indirectly lead to changes in the physical environment and it is, therefore, not a project under CEQA.

CONSULTANT AGREEMENT
Water Use Data Tracking Management and Communication Platform

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Aquatrax LLC a California Limited Liability Company ("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 June 30, 2030 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for five (5) additional one-year terms 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 develop, implement and maintain a water use data tracking management and communication platform as further described in **Exhibit A.**
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$175,000.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed One Hundred Seventy-Five 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 CONSULTANT, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council.
 - 4.2. **Billing.** CONSULTANT shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation

has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The City Manager of CITY is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

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

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

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

7.1. **Insurance Types and Amounts.**

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

providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

7.1.5. Professional Liability.

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

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

- 7.1.6. Sexual Abuse/Molestation Liability (SML): If the performance of CONSULTANT's work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) two hundred thousand dollars (\$200,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 7.1.7. Crime/Fidelity Bond. If the performance of CONSULTANT'S work or service under this Agreement relates to or involves handling of CITY monies, CONSULTANT shall procure and maintain Crime insurance, in the minimum amount of: (i) three hundred thousand dollars (\$300,000.00) per occurrence, covering all CONSULTANT'S officers and employees, for loss of CITY monies caused by dishonesty and/or theft.
- 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 including, without limitation, complying with 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.). CONSULTANT will further comply and will ensure that its agents and its 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).".

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:

Aquatrax, LLC
2372 Morse Avenue, Ste. 647

Irvine, CA 92614

Attn: Amit Sharma, CEO

Address of CITY is as follows:

Tanya Carothers,	ESD	with a copy to:
Administrator		City Clerk
City of Morgan Hill		City of Morgan Hill
17575 Peak Ave.		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.** CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

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

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

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

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

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

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

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

25. **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.

30. **Counterpart Signatures.** This Agreement may be signed in multiple counterparts, which shall, when executed by all the Parties, constitute a single binding agreement.

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[Signatures on Next Page]

31. **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

AQUATRAX, LLC

City Attorney

By:

Print Name

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

Date: _____

Date: _____

By:

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

Date: _____

EXHIBIT A

Scope of Services

Water Use Data Tracking Management & Communication Platform

Consultant will provide all labor, equipment, training, and materials necessary to install and maintain a Water Use Data Tracking Management and Communication Platform for both City water customers and for the City's internal staff use. The technology platform will be designed to be user friendly and intuitive with customizable visual dashboards, alert notifications, consumption analytics and reporting modules to service City's current accounts.

Contractor will notify City staff of any new innovations, improvements and tools to the platform that become available after the City of Morgan Hill's platform is set-up. Depending upon the feature, they will be offered to the City of Morgan Hill at no additional cost or at a negotiated cost. Improvements created for other agencies will be offered to the City of Morgan Hill unless they are specific to other clients' needs, and do not have a utility for the City of Morgan Hill.

Bi-Weekly (every other week) standing meeting with City of Morgan Hill staff during the initial set-up of the platform and during the initial year of operation.

Required Customer Facing Features:

The scope of services shall include implementation of the following required Customer facing features and capabilities:

1. Intuitive customer interface
2. Link/button to bill payment portal that has single sign on abilities
3. Real-time consumption tracker chart
4. Utility contact information
5. Ability to download water use data
6. Generate both print & online water reports bi-monthly (every other month)
7. Option to input contact information for water tool access as part of auto-bill sign up
8. Leak detection self-service tool
9. Personalized recommendations with the ability to link to rebate programs

Supplementary Customer Facing Features:

Consultant will provide the following supplementary customer facing features:

1. Mobile app
2. Opt-out platform, not opt-in.

3. Water usage comparison to other like households included on both the customer and utility portals and included in Home Water Usage Reports
4. Ability to set custom alerts for tracking usage when away
5. Leak information on customer homepage (clicking view leak, takes you to the customer water use tracking tab/section)
6. Outreach promotion option
7. Mechanism to encourage legacy users to input/update contact information for water tool access
8. Short video tutorial of top user features
 - a. What to do when you get a leak alert
 - b. How to look at your watering days
 - c. How to update profile contact details
9. Additional innovative services/features to be offered by platform:
 - a. Water Budget Variance Request
 - b. Gamification or Coins
 - d. LCRR LSI Lead and Copper Tool
 - e. Customizable Reports & Artificial Intelligence (AI) First Strategy
 - f. ADA compliance
 - g. Language Translations – include at a minimum Spanish, Vietnamese, Korean, Chinese, Persian, and others are encouraged to be included as well.
 - h. ChatBot feature

Required Utility Facing Features:

Consultant to provide the following required Utility facing features and capabilities:

1. Ability to integrate with Sensus, Infosend, and Tyler Munis and share data
2. Customer service technicians/dedicated representative
3. Mechanism that ensures quick resolution of technical and data issues
4. Leak detection and automated alerts
5. Leak thresholds can be set by the utility and be customized for each customer type
6. High use detection and automated alerts
7. Variety of communication platforms to send to individual accounts and/or many accounts as a group
 - a. Text, voice, email, portal message, push notifications
8. Urban Water Use Objective (UWUO) awareness (Senate Bill 555, Assembly Bill 1668, Senate Bill 606 [Department of Water Resources Water Conservation as a California Way of Life Framework])
9. Irrigation, normal use, leak usage separation/categorized
10. Watering day(s) listed per account
11. Variety of timeframe views
 - a. Day, week, 2 weeks, 1 month, 2 months, year
12. Data reporting:

- a. Top consumers by period
- b. Irrigators (last week & last year)
- c. Customer conversations
- d. Consumption history
- e. Reading Detail by Account
- f. Leak History by Billing Year
- g. Leak History by Billing Period
- h. Leak Detection Report that shows monthly savings from leak alerts
- i. Leak Alert History
- j. Mailing History

Supplementary Utility Facing Features:

Consultant to provide the following supplementary Utility facing features and capabilities:

1. UWUO reporting analytics (DWR Water Conservation as a Way of Life Framework)
 - a. Commercial, Industrial and Institutional (CII) subcategory categorization
 - b. Single-Family Residential (SFR) Indoor and Outdoor
 - c. Multi-Family Residential (MFR) Indoor and Outdoor
 - d. CII Outdoor
 - e. CII Dedicated Irrigation Meters & CII Mixed-Use Meters
 - f. Other proposed reports:_____
2. Integrated map with filtering capabilities
3. Customer conversation ability – user response to alert
4. Tri-color coded bar graph for water usage (leaks, indoor, and outdoor to all be different colored bars displayed in the graph)
5. Ability to insert outreach messages into Home Water Usage Report
6. Water budget per account
7. Comparison of this year to previous year(s)
8. Additional innovative services/features to be offered by platform:
 - a. Compliance UWUO, SB 555, SB606
 - b. Small leaks via Artificial Intelligence (AI)
 - c. Artificial Intelligence Chatbots
 - d. Assist in develop of banners and marketing campaign
 - e. User Adoption Increase & Strategy
 - f. Optical Character Reading

EXHIBIT B
Schedule of Compensation

PART 1:
One-Time Set-Up Costs for All Proposed Customer and Utility Facing Features

Item	Deliverable	Amount
Task 1	Customer Facing Portal: All features as stated in Exhibit A – Scope of Services will be included in Customer Facing Portal.	\$ 10,000.00
Task 2	Utility Facing Portal All features as stated in Exhibit A- Scope of Services will be included in in Utility Facing Portal.	\$ 13,500.00
Cost Proposal – Part 1		
Total One-Time Set Up Cost*		\$ 23,500.00

* Total costs shall include travel, supplies, and all other costs deemed necessary to perform the work.

PART 2:
Annual Costs for All Proposed Customer and Utility Facing Features**

Description of Service	Year 1	Year 2	Year 3	Year 4	Year 5
Utility Portal	\$ 15,500	\$ 16,000	\$ 16,500	\$ 17,000	\$ 17,500
Customer Portal	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,000	\$ 14,500
TOTAL ANNUAL COST PER YEAR	\$ 28,500	\$ 29,500	\$ 30,500	\$ 31,000	\$ 32,000
Cost Proposal- Part 2					
TOTAL ANNUAL COSTS FOR 5 YRS (Years 1 – 5)					
	\$ 151,500				

TOTAL COST OF 5-YEAR CONTRACT=	
COST PROPOSAL PART 1 (Total One-Time Set-Up Cost) + PART 2 (Total Annual Costs for 5 Years) =	\$ 175,000

****Invoicing for annual costs shall be in twelve (12) equal monthly payments. For example, the first year's annual cost of \$28,500, shall be billed at \$2,375 per month for twelve (12) equal monthly payments.**

EXHIBIT C SCHEDULE OF PERFORMANCE

The estimated timeline for the implementation of the platform is 6-8 calendar weeks followed by a 2-4 week stabilization period:

Milestone	Phase	Aquatrax Deliverables	City of Morgan Hill Deliverables	Estimated Duration
1	Planning/Analyze	Kick Off Meeting Mockups and flows Scope finalization Project Schedule	Availability for Business & Technical SME for timely approvals Internal/3 rd Party Software/API Access	2 weeks
2	Configure/Integrate	Design, Integration and Configuration of Base Aquatrax product. Solution Diagram	Source System API/Integration support Sources System Access (if required) Sample Data/Test Data	2 weeks
3	Aquatrax Product Q A Testing City of Morgan Hill UAT Testing	Quality Assurance Testing User Acceptance Testing Support	Availability of City resources for UAT User Acceptance Testing UAT Test Status and Results	1 week
4	City of Morgan Hill Outreach Support Training (Basic Package)	City of Morgan Hill Marketing Campaign Material Templates Aquatrax product video-30 seconds Train the Trainer (via remote WebEx)	Timely approval of campaign material City of Morgan Hill team member participation in scheduled training	1 week
5.	Deployment	Production Deployment Online Customer Help Guide PVT Sign Off Notice	Availability of Project Sponsor, Business & Technical SME and Approval	1 week
6.	Training and Stabilization	Four week 24 X 7 support for production stabilization Helpdesk setup and transition to Product Support Desk after 4-week stabilization period	n/a	1 week

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.

MORGAN HILL WATER PRODUCTION 1999 TO 2023



CITY COUNCIL STAFF REPORT

MEETING DATE: November 20, 2024

PREPARED BY:

David Gittleson, Associate Engineer

APPROVED BY: City Manager

AWARD CONTRACT TO APEX COMPANIES, LLC FOR THE INSTALLATION OF SMALL TRASH CAPTURE DEVICES IN THE AMOUNT OF \$287,000

RECOMMENDATION(S)

1. Approve the Installation of Small Trash Capture Devices Project plans and specifications;
2. Award contract to Apex Companies, LLC for the Installation of Small Trash Capture Devices Project in the amount of \$287,000;
3. Authorize expenditures of construction contingency not to exceed \$28,700; and
4. Authorize the City Manager to execute and administer the construction contract with Apex Companies, LLC.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Maintaining and Enhancing Infrastructure

Guiding Documents

State mandated requirement

REPORT NARRATIVE:

On April 7, 2015, the State Water Resources Control Board (SWRCB) adopted the Statewide Trash Provisions which addresses the impact trash has on the beneficial uses of surface waters. The Trash Provisions establish a statewide water quality objective for trash and a prohibition of trash discharge. Thus, the City is required to demonstrate 100 percent compliance with the Trash Provisions by the year 2030. Full compliance with the Trash Provisions requires the City to install, operate, and maintain State-certified Full Capture System (FCS) devices that capture all trash down to 5 millimeters in size from Priority Land Use areas. These areas include industrial, commercial, mixed-use, high-density residential, and public transportation stations.

On July 22, 2020, Schaaf & Wheeler-Consulting Civil Engineers was selected by the City Council to complete a Trash Compliance Strategy and Cost Analysis for the City of Morgan Hill. The information obtained from this effort provided the City with stormwater

catchment data to help with the implementation of the trash capture requirement. 160 locations ended up being selected for small trash capture to meet the State criteria (Attachment 1).

The project specifications were completed in August 2024 and the scope of work includes; mobilization, traffic control, and furnishing and installing 160 small trash capture devices at the selected locations. The trash capture devices will be installed within the existing curb inlets, requiring no surface/street modifications. The project was advertised in the Morgan Hill Times on September 13, 2024 and September 20, 2024. The bid opening was held on October 10, 2024, and three (3) bids were received as listed below:

1. Apex Companies, LLC \$287,000
2. Corcus Construction, Inc. \$507,500
3. Pacific Underground Construction \$625,500

The lowest responsible bidder was Apex Companies, LLC at \$287,000. The low bidder's bid amount of \$287,000 is approximately 9% higher than the engineer's estimate of \$260,000. The low bidder, Apex Companies has 36 years of experience as a contractor and has completed similar work for the City of Ventura, the City of Milpitas, and the City of Sunnyvale.

Staff therefore recommends the award of the contract to Apex Companies, LLC in the amount of \$287,000. In addition, a ten (10) percent construction contingency in the amount of \$28,700 is being requested to account for any unforeseen conditions that might be encountered during the work.

This project is scheduled to start in January 2025 and be completed within 150 days. The project specifications are available on the City's web page under the Government tab and on the Community Projects site. <https://www.morganhill.ca.gov/1436/Project-Plans-Specifications-and-Bid-Res>

COMMUNITY ENGAGEMENT:

Inform

While there may be inconveniences for residents close by, staff will work with the contractor to minimize these inconveniences and provide email and door notifications prior to any construction activities. Staff will also provide regular updated construction information weekly through Next Door and on the City's website. Additionally, roadway signage will be used to inform drivers of planned lane closures on Monterey Road.

ALTERNATIVE ACTIONS:

City Council may decide not to award the construction contract. This is not recommended as staff do not believe it will lead to lower costs and doing so could make it more difficult for the City reaching timely compliance with the requirements of the Statewide Trash Provisions.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On July 22, 2020, the City Council approved a contract with Schaaf & Wheeler for the completion of a Trash Compliance Strategy for an amount not to exceed \$86,729. However, through a cost share agreement, the City portion was \$36,940 and Gilroy's share was \$49,789.

FISCAL AND RESOURCE IMPACT:

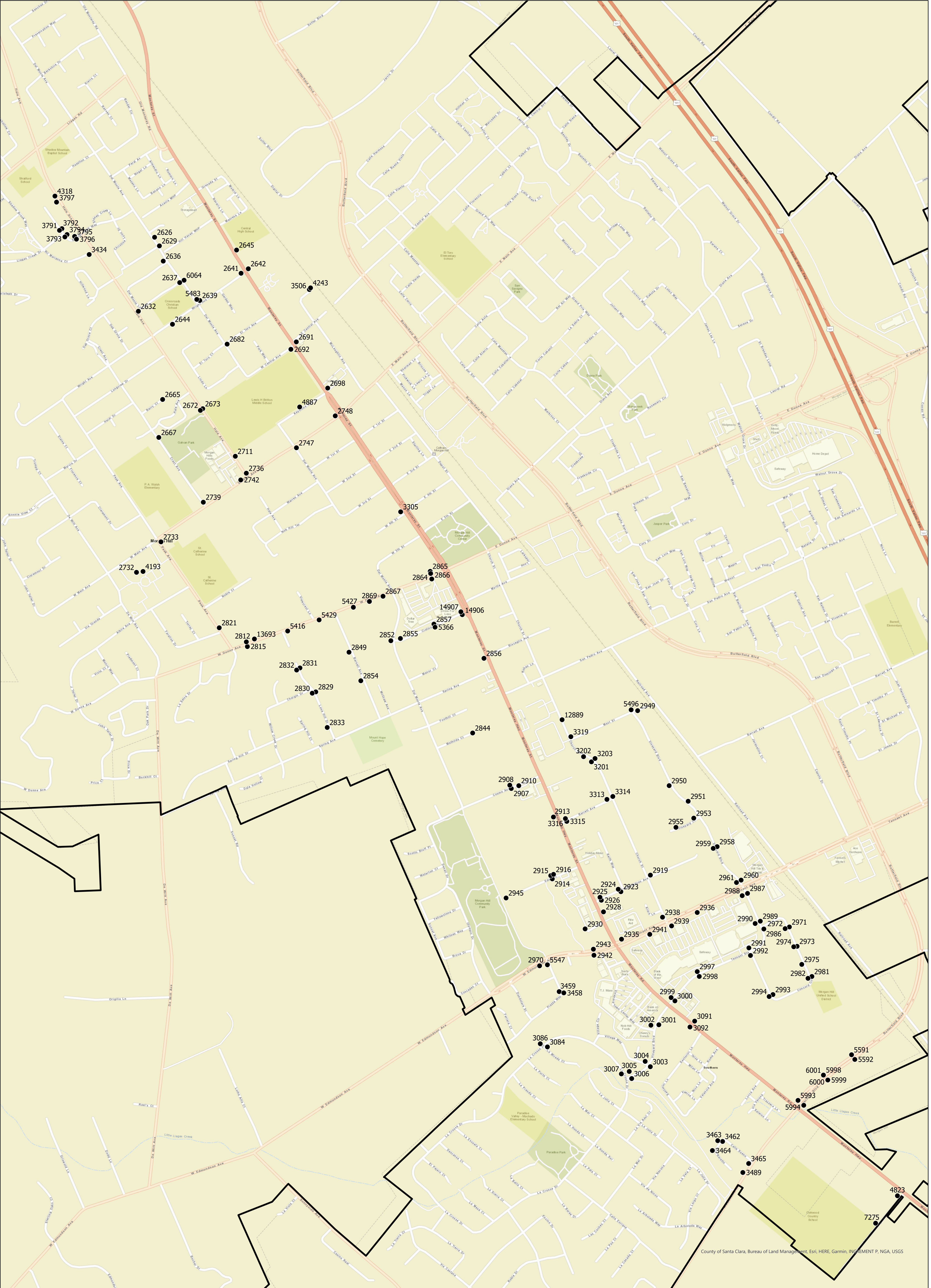
Fiscal:

If approved, the total construction authorization for this project shall be \$315,700, which includes a 10% contingency of \$28,700. The project is allocated in the FY 2024-25 through FY 2029-30 Capital Improvement Program under Citywide Small Trash Capture Project (SD4007) with \$240,000 presented to the City Council on June 19, 2024. The additional funding of \$75,700 to complete the project shall come from Capital Improvement Project Storm Drain System Repairs and Improvements (SD4002).

CEQA (California Environmental Quality Act):

Categorical Exemption

The project is categorically exempt per Section 15301-Existing Facilities, under Class 1, consisting of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.





CITY OF MORGAN HILL
Engineering and Utilities Department
CIP Engineering Division

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**AWARD CONTRACT TO APEX COMPANIES LLC
FOR THE INSTALLATION OF
SMALL TRASH CAPTURE DEVICES**

820

410

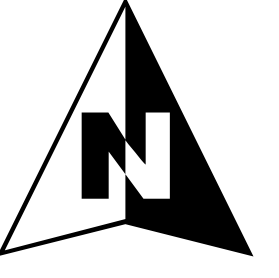
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820

1,640

2,460

Feet



CITY COUNCIL STAFF REPORT

MEETING DATE: November 20, 2024

PREPARED BY:

Mario Jimenez, Associate Engineer

APPROVED BY: City Manager

AWARD CONTRACT TO EURO STYLE MANAGEMENT FOR THE 2025 ENCINO TANK REHAB PROJECT IN THE AMOUNT OF \$780,850

RECOMMENDATION(S)

1. Award contract to Euro Style Management for the 2025 Encino Tank Rehab Project in the amount of \$780,850;
2. Authorize expenditure of construction contingency funds not to exceed \$78,085; and
3. Authorize the City Manager to execute and administer the construction contract with Euro Style Management.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety and Quality of Life

Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Water System Master Plan

REPORT NARRATIVE:

The Scope of the work for this project includes recoating the exterior and interior of the reservoir, installing necessary safety elements and repairing damaged elements on the tank. The reservoir has not been recoated since its construction in 1974.

Encino tank rehab was initially put out to public bid along with Glen Ayre tank in late 2023. Bids were opened on November 15, 2023. The resulting bids are listed below.

Olympus and Associates	\$1,276,000
Resource Development Company	\$1,228,335

The bids were more than triple the engineer's estimate of \$348,000. Staff consulted with

the consultant for the City's Water System Master Plan to gain insight and decided to reject all bids, opting to rebid the project in hopes of receiving more favorable results. Additionally, staff decided to remove Glen Ayre Tank rehab from the project and instead wait for it to be replaced a few years down the line as it was already scheduled to be demolished and upgraded in the near future.

Encino Tank rehab rebid bid opening was held on October 2, 2024. The bids are listed below. Staff reached out to several companies in the tank rehab business and encouraged them to submit a bid resulting in an increased number of bids. Due to the specialty nature of the work and due to current market conditions, the engineer's estimate was revised to \$488,000.

Euro Style Managementue	\$780,850
United Field Services	\$827,267
Spiess Construction Co Inc	\$906,275
Viking Painting LLC	\$1,089,200

The bid amount provided by Euro Style Managment is 60% higher than the Engineer's estimate. The low bidder, Euro Style Management, Sacramento, California has many years of experience in the tank rehabilitation work and has previously performed work for the City of Morgan Hill. Staff checked references for Euro Style Management and found all were satisfactory. Staff recommends award of contract to Euro Style Management for the amount of \$780,850. The project is scheduled to begin late spring after the rainy season and be completed within 120 calendar days.

Specifications and Contract Documents for the 2025 Encino Tank Rehab Project can be found at: <https://www.morganhill.ca.gov/DocumentCenter/View/51260/2025-EncinoTank-Rehab-Bid-Docs>

COMMUNITY ENGAGEMENT:

Inform

Staff will notify affected residents of construction schedule and will also provide updated construction information on the City's website.

ALTERNATIVE ACTIONS:

City Council could elect not to award this construction contract. However, this would leave the existing Encino Tank in in poor condition, vulnerable to failure and provide unsafe working conditions for staff.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

No prior City Council actions have been taken on this project.

FISCAL AND RESOURCE IMPACT:**Fiscal:**

The total authorization for this project would be \$858,935 which includes a 10% contingency of \$78,085. The construction costs are sufficiently funded in the Fiscal Year 2024-25 Capital Improvement Program (CIP) budget under CIP Project WA6009 — Reservoir Recoating and Rehabilitation.

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.



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

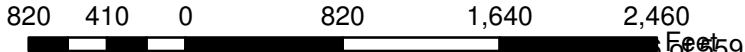


CITY OF MORGAN HILL

PUBLIC SERVICES DEPARTMENT

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**ENCINO TANK
REHABILITATION**



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CONTRACT

This public works contract ("Contract") is entered into by and between the City of Morgan Hill ("City") and Euro Style Management ("Contractor") for work on the **2025 Encino Tank Rehab 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 Seven Hundred Eighty Thousand, Eight Hundred Fifty Dollars (\$780,850) (the "Contract Price"), for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within **120** 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 Price will be reduced accordingly.
7. **Labor Code Compliance.**
 - 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.
 - 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
 - 7.3 **DIR Registration.** City will not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions.
8. **Workers' Compensation Certification.** Pursuant to Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

9. **Conflicts of Interest.** Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code Section 1090 *et seq.*, or the Political Reform Act, as set forth in Government Code Section 81000 *et seq.* and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.
11. **Notice.** Any notice required by the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:

City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
Phone: (409) 779-7259
Attn: City Clerk
Email: michelle.bigelow@morganhill.ca.gov
Copy to: inga.alonzo@morganhill.ca.gov

Contractor:

Name: Euro Style Management
Address: 1401 Main Avenue
City/State/Zip: Sacramento, CA 95838
Phone: 916-331-4858
Attn: Lilia Bugriyev, CFO
Email: support@esm.cc

12. General Provisions:

- 12.1 **Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 12.2 **Third Party Beneficiaries.** There are no intended third-party beneficiaries to this Contract.

- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of Santa Clara County, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure Section 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Santa Clara County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents, is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code Section 2200 *et seq.* (the “Act”), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code Section 313. If Contractor is a partnership, signature by a general partner with authority to bind the partnership is required. If Contractor is a limited liability company (LLC), a signature by a member or manager with authority to bind the LLC is required.
- 12.9 Electronic Signatures.** Unless otherwise prohibited by law or City policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the City.

[Signatures are on the following page.]

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

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

The parties agree to this Contract as witnessed by the signatures below:

CITY OF MORGAN HILL:

Christina J. Turner
City Manager

Date: _____

Attest:

Michelle Bigelow
City Clerk

Date: _____

Approved as to Form:

Donald A. Larkin
City Attorney

Date: _____

CONTRACTOR:

Euro Style Management

Signature

Name/Title [print]

Date: 11/11/2024

Corporate entities must provide a second signature:

Signature

Name/Title [print]

Date: 11/11/24

841418 _____

Contractor's License Number(s)

06/30/2026 _____
Expiration Date(s)

Seal:

2000001358 _____

Contractor's DIR Registration Number(s)

06/30/2025 _____
Expiration Date

END OF CONTRACT

PERFORMANCE BOND

The City of Morgan Hill ("City") and Euro Style Management ("Contractor") have entered into a contract for work on the **2025 Encino Tank Rehab Project** ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

- 1. General.** Under this Bond, Contractor as principal and _____
The Ohio Casualty Insurance Company _____, its surety ("Surety"), are bound to City as obligee for an amount not less than Seven Hundred Eighty Thousand, Eight Hundred Fifty Dollars (\$780,850) (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: Kevin Vong
Address: 175 Berkeley Street
City/State/Zip: Boston, MA 02116
Phone: 617-357-9500
Fax: N/A
Email: kevin.vong@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.

[Signatures are on the following page.]

9. **Effective Date; Execution.** This Bond is entered into and effective on
November 7th, 2024.

SURETY:

s/ 

Name: Kerissa Ricciardi

Title: Attorney-in-Fact

(Attach Acknowledgment with Notary
Seal and Power of Attorney)

CONTRACTOR:

s/  Euro Style Management

Name: Lita Bugriye

Title: C.F.O

APPROVED AS TO FORM:

By: Donald A. Larkin, City Attorney

Date: _____

END OF PERFORMANCE BOND

ACKNOWLEDGMENT

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

State of California
County of Orange)

On November 7, 2024, before me, Hanh Le, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 



(Seal)



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: **8212635 - 986376**

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, Kerissa Ricciardi, Michael Castaneda

all of the city of Santa Ana state of CA 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 28th day of October, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of October, 2024 before me personally appeared Nathan J. Zangerle, 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 Nathan J. Zangerle, 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 7th day of November, 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 Euro Style Management ("Contractor") have entered into a contract for work on the **2025 Encino Tank Rehab Project** ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and The Ohio Casualty Insurance Company, its surety ("Surety"), are bound to City as obligee in an amount not less than Seven Hundred Eighty Thousand, Eight Hundred Fifty Dollars (\$780,850) ("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: Kevin Vong
Address: 175 Berkeley Street
City/State/Zip: Boston, MA 02116
Phone: 617-357-9500
Email: kevin.vong@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 November 7th, 2024

SURETY:

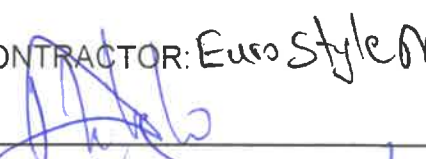
s/ 

Name: Kerissa Ricciardi

Title: Attorney-in-Fact

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR: Euro Style Management

s/ 

Name: Lilia Bugryed

Title: C.F.O

APPROVED AS TO FORM:

By: _____
Donald A. Larkin, City Attorney

Date: _____

END OF PAYMENT BOND

ACKNOWLEDGMENT

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

State of California
County of Orange)

On November 7, 2024, before me, Hanh Le, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





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: **8212635 - 986376**

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, Kerissa Ricciardi, Michael Castaneda

all of the city of Santa Ana state of CA 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 28th day of October, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

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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

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ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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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: November 20, 2024

PREPARED BY:

Kim Mancera, Deputy City Clerk

APPROVED BY: City Manager

RECEIVE REPORT REGARDING UPCOMING 2025 COMMISSION VACANCIES PER MADDY ACT

RECOMMENDATION(S)

Receive report.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Supporting our Youth, Seniors, and Entire Community

Fostering a Positive Organizational Culture

Preserving our Community History

Enhancing Diversity and Inclusiveness

2024-2025 Strategic Priorities

Community Engagement

REPORT NARRATIVE:

Government Code Section 54972 (Maddy Act) requires that before December 31st of each year, the City Council cause to be prepared a list of appointments to all ongoing boards, commissions, and committees that the City Council appoints. The list includes which terms will expire during the next calendar year, including the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position. Chapter 2.22.010 - Master Provisions for Boards and Commissions of the Municipal Code established the following commissions: Planning Commission (PC); Parks and Recreation Commission (PRC); and the Library, Culture, and Arts Commission (LCAC).

Chapter 2.22.010, Section B, states that: "Unless otherwise set forth, all members of boards, commissions, and committees shall be residents of the city and shall continue to be residents of the city during their terms of office. Notwithstanding the foregoing, individuals who reside within the Morgan Hill Unified School District boundary and who do not otherwise reside in any city other than Morgan Hill may be appointed to boards, commissions, and committees provided that no more than thirty percent of the members of any board, commission or committee shall be non-Morgan Hill residents."

The attached "Local Appointment List " highlights the Planning Commissioners whose

terms expire in 2025. The PC will have three (3) members whose terms expire on June 1, 2025. No terms for the Library, Culture, and Arts, or Parks and Recreation Commissions will expire in the 2025 calendar year.

COMMUNITY ENGAGEMENT:

This report serves to inform the public of the upcoming board, commission, and committee vacancies.

ALTERNATIVE ACTIONS:

Not Applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Per Resolution No. 7082, adopted by the City Council on December 17, 2014, this report is being presented as an informational item. The City Clerk's Office will post the "Local Appointment List" in accordance with Government Code Section 54972.

FISCAL AND RESOURCE IMPACT:

The time necessary to prepare this report is accommodated in the Administrative Services Budget.

CEQA (California Environmental Quality Act):

Not a Project. This is an administrative activity that will not result in direct or indirect physical changes in the environment.

Chapter 2.22 MASTER PROVISIONS FOR BOARDS AND COMMISSIONS*

Sections:

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

[2.22.030 Clerk and secretary.](#)

[2.22.040 Rules of procedure.](#)

[2.22.050 Rules of attendance.](#)

[2.22.060 Meetings.](#)

[2.22.070 Compensation.](#)

[2.22.080 Effect.](#)

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

2.22.010 Establishment of boards and commissions.

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

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

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

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

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

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

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

(Ord. 1778 N.S. § 2 (part), 2006)

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

2.22.030 Clerk and secretary.

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

(Ord. 1778 N.S. § 2 (part), 2006)

2.22.040 Rules of procedure.

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

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

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

2.22.050 Rules of attendance.

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

2.22.060 Meetings.

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

2.22.070 Compensation.

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

2.22.080 Effect.

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

Chapter 2.32**PARKS AND RECREATION COMMISSION*****Sections:****2.32.010 Created.****2.32.020 Membership—Terms of office.****2.32.030 Powers and duties.**

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

2.32.010 Created.

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

2.32.020 Membership—Terms of office.

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

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

2.32.030 Powers and duties.

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

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

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

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

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

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

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

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

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

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

Chapter 2.68

LIBRARY, CULTURE AND ARTS COMMISSION

Sections:

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

2.68.010 **Created.**

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

2.68.020 **Membership—Terms of office.**

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

2.68.030 **Powers and duties.**

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

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

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

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

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

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

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

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

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

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



17555 PEAK AVENUE MORGAN HILL CALIFORNIA 95037

general@morganhill.ca.gov

POSTED ON November 21, 2024 PER MADDY ACT

LOCAL APPOINTMENTS LIST

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

LIBRARY, CULTURE & ARTS COMMISSION

(Four Year Term)

Meets monthly to serve as a liaison with the County Library, advise the City Council and City staff on culture and art related projects and programming, and support efforts to initiate art and cultural events in the community.

<u>Date Appointed</u>	<u>Name</u>	<u>Term Expires</u>
April 24, 2024	Robyn Carillo	April 1, 2028
April 24, 2024	Tanaya Rose	April 1, 2028
July 22, 2020	Patrice Lyn	April 1, 2026
March 20, 2019	Suman Ganapathy	April 1, 2028
September 4, 2024	Mark Fiorenza	April 1, 2026
May 4, 2022	Cindy Blanton	April 1, 2026
April 21, 2021	Amanda Santiago	April 1, 2028

PARKS & RECREATION COMMISSION

(Four Year Term)

Meets monthly to make recommendations regarding the planning and development of parks, cultural facilities and recreation programs.

<u>Date Appointed</u>	<u>Name</u>	<u>Term Expires</u>
May 4, 2022	Harpreet Vittal	April 1, 2026
February 15, 2023	Julie Lucido	April 1, 2026
May 4, 202	Shweta Maniar	April 1, 2026
April 24, 2024	Poonam Chabra	April 1, 2028
April 24, 2024	Saied Zargar	April 1, 2028
May 4, 1998	Craig C. van Keulen	April 1, 2026
July 22, 2020	John Moniz	April 1, 2028

PLANNING COMMISSION

(Four Year Term)

Meets twice monthly to advise on matters related to City growth and development.

<u>Date Appointed</u>	<u>Name</u>	<u>Term Expires</u>
July 15, 2015	Liam Downey	June 1, 2027
May 3, 2017	Mohammad Habib	June 1, 2025
August 3, 2022	James Wilson	June 1, 2025
April 17, 2019	Malisha Kumar	June 1, 2025
January 28, 1989	Joseph Mueller	June 1, 2027
March 2, 2022	Paul Lake	June 1, 2027
April 25, 2007	Wayne Tanda	June 1, 2027

Note: Yellow Highlighted Commissioners have terms expiring in 2025

CITY COUNCIL STAFF REPORT

MEETING DATE: November 20, 2024

PREPARED BY:

Tiffany Brown, Associate Planner

APPROVED BY: City Manager

CERTIFY THE ENVIRONMENTAL IMPACT REPORT, ADOPT FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS AND INTRODUCE ORDINANCE CREATING A PLANNED DEVELOPMENT AND MASTER PLAN FOR 320 NEW RESIDENTIAL LOTS OF VARYING SIZES ON A 69.4-ACRE SITE LOCATED ON THE NORTHWEST QUADRANT OF HILL ROAD AND BARRETT AVENUE IDENTIFIED BY APN: 817-20-031

RECOMMENDATION(S)

1. Open/close public hearing;
2. Adopt a Resolution certifying the Environmental Impact Report (EIR), approve the Mitigation Monitoring and Reporting Program prepared for the project, and adopt Findings of Fact and Statement of Overriding Considerations;
3. Waive the first and second reading of the Ordinance for a Zoning Amendment to create a Planned Development with Standards and Master Plan; and
4. Introduce an Ordinance for a Zoning Amendment to create a Planned Development with Standards and Master Plan.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Supporting our Youth, Seniors, and Entire Community
Enhancing Diversity and Inclusiveness

2024-2025 Strategic Priorities

Affordable Housing and Homelessness

Guiding Documents

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

POLICY CONSIDERATIONS:

1. Is the Substantial Public Benefit adequate to support a Zoning Map Amendment for a Planned Development Combining District Overlay with Standards and Master Plan?

2. Does the proposed 100% Inclusionary Housing Ordinance (IHO) in-lieu payment advance the Council's priorities to increase affordability in this area?

Site Location and Information:



Location - Northeast quadrant of Hill Road and Barrett Avenue (APN: 817-20-031)

Site Area - 69.4-acres

General Plan - Residential Detached Medium, up to 7 dwelling units per acre

Zoning - Residential Detached Medium (RDM, 7,000 with Residential Planned Development)

Background:

In September 2020, the Planning Commission reviewed a Preliminary Application for a Planned Development (PD) that originally included a General Plan Amendment for 2.29-acres to increase the density from Residential Detached Medium to Residential Attached Medium, with the remaining area to include single family detached units, clusters of duets, courtyard homes, and multifamily attached units on varied lot sizes. The Planning Commission reviewed the proposal and provided feedback. The developer amended the project scope by removing the General Plan Amendment request and modified the project design in response to that feedback.

Between 2020 and 2024, different aspects of the project were refined a number of times. The Planning Commission held a public hearing and reviewed the updated project on September 24, 2024. The Commission recommended Certification of the Final Environmental Impact Report (EIR) with Statement of Overriding Considerations (further explained under the CEQA portion of this report) and the Mitigation Monitoring Report Program (MMRP), and recommended approval of the Zoning Amendment for a Planned Development with Standards and Master Plan.

Project Request:

The proposed project is a request for a Planned Development (PD) and Master Plan (Plan) to allow for alternative lot sizes and development standards. The proposal includes 320 new residential lots (4.6 residential units per acre) with a variety of unit types and lot sizes that include one and two-story single family detached homes, courtyard homes, and multifamily homes. The new units will surround the centrally

located 3,377 square foot clubhouse with a pool that is connected to one of the proposed neighborhood parks. The plan includes dedication of 1.76 acres of land to Jackson Park, four acres of usable common area/neighborhood park open space disbursed through three separate parks, and a Class 1 public trail/pathway connecting from Jackson Park to Hill Road that includes a pedestrian bridge over Tennant Creek. The project proposes off-site improvements to Jackson Park, Hill Road, and Barrett Avenue. The site will be accessed off Hill Road and include public internal streets that connect to the adjacent residential neighborhoods. Street and circulation improvements include:

- A roundabout at Hill Road and Barrett Avenue intersection;
- Traffic-calming via a traffic circle at the new Barrett entrance to the proposed neighborhood;
- Enhanced circulation by completing Sorrel Way and connecting to Fountain Avenue;
- Introduction of a four-way stop sign or traffic circle at Fountain Oaks Drive and Sorrel Way; and,
- Widening Hill Road to construct a separate westbound left-turn lane onto Fountain Oaks Drive and accommodate new sidewalk

The proposed lot sizes and unit types are distributed as follows:

Lot Size in Square Feet	Number of Lots
7,000 or more	64
5,000 - 6,999	159
3,000 - 3,800	63
1,800	34
	320
<i>Total</i>	

Unit Type	Number of Units
Single-Family Detached	223
Courtyard House	42
Cottage (Age Restricted)	21
Duet (Age Restricted)	34
	320
<i>Total</i>	

Project Consistency with Guiding Documents:

The project was reviewed for consistency with the General Plan, Zoning Ordinance Findings for a Planned Development, and Inclusionary Housing Ordinance (IHO). Below is a summary of consistency with each guiding document.

General Plan

The General Plan land use designation allows a density of up to 7 dwelling units per acre and detached homes on smaller lots, including courtyard homes, manufactured homes, and small-lot single-family homes. Up to 25% of the total number of units can be duets. Accessory dwelling units are allowed by right but do not count towards the density calculation. The project is providing a density of 4.6 dwelling units per acre on a variety of lot sizes with duets comprising 11% of the proposed units. The Planning Commission Staff Report and Ordinance for the Planned Development provides further detail regarding consistency with General Plan policies.

Zoning Ordinance

The purpose of the PD is to allow for high quality development that deviates from standards and regulations applicable to base zoning districts in Morgan Hill. The PD is intended to promote creativity in building design, flexibility in permitted land uses, and innovation in development concepts. The PD provides landowners with enhanced flexibility to take advantage of unique site characteristics and develop projects that will provide public benefits for residents, employees, and visitors. In exchange for this type of flexibility, the project is required to provide Substantial Public Benefits to the Community over and above what is required by the Zoning Ordinance. The findings for a PD were made and recommended by the Planning Commission at the September 24, 2024 hearing and are outlined within the attached Planned Development Ordinance.

Substantial Public Benefit-

Substantial public benefit is defined as a project feature not otherwise required by the zoning code or any other provision of local, state, or federal law that substantially exceeds the city's minimum development standards and significantly advances the goals of the general plan. A project must include one or more substantial public benefits to be rezoned as a planned development. The public benefit provided shall be of sufficient value as determined by City Council to justify deviation from the standards of the zoning district that currently apply to the property.

The following two items qualify for a substantial public benefit and are written as a requirement within this PD:

1. 2.91 acres of parkland: New residential development is required to provide usable private and common open space with a minimum type of on-site recreational amenities. While the private open space per lot and the on-site recreational amenities are reviewed for conformance prior to Design Permit approval, the required common open space is confirmed with the adoption of the PD. The Plan proposes approximately 4 acres of parkland dispersed through three parks. The total amount of common open space required for the development is 47,585 square feet or 1.09-acres. The common open space provided exceeds the minimum by 2.91 acres. Because the proposed open space exceeds the minimum required, it qualifies as a substantial public benefit.
2. Hill Road and Barrett Avenue Improvements: The proposed project will require a new traffic signal at Hill Road and Barrett Avenue per the Transportation Impact

Analysis completed for General Plan consistency review. As a Substantial Public Benefit, the project is required to construct and pay for a new roundabout in lieu of a traffic signal, which would enhance the intersection's projected 2023 cumulative Level of Service (LOS) from an unacceptable LOS D (without a traffic signal) to an acceptable LOS A. If the project is unable to construct the roundabout, the project will be required to submit the delta between the signal and the roundabout to the City.

Inclusionary Housing Ordinance (IHO)

The Housing Element of the General Plan implements the established policy of the State of California that each community should foster an adequate supply of housing for persons at all economic levels. The IHO Ordinance was promulgated to promote and protect public health, safety, and general welfare while preserving and enhancing economic diversity and inclusiveness within the City. The purpose of the IHO is to further the City's efforts to require housing available for extremely low-income, very low-income, and moderate-income households by requiring builders of new market rate housing to include affordable housing units within their project or pay an in-lieu fee.

For a 320 unit development, the IHO requires 15% of the units to be affordable, which is a total of 48 units, and those units need to be proportionally distributed throughout each product type. That summary is as follows:

Unit Type	# of Units per Type	BMR Requirement (15%)
Courtyard Home	42	6
Senior Cottages	21	3
Senior Single Family Attached	34	5
Single Family Detached	223	34
<i>Total</i>	320	48

The IHO includes an in-lieu fee option by calculating the total valued project obligation, which is calculated by the total livable square footage proposed in the project by the Construction Cost Index (CCI) annual increase in inflation, reported in the Engineering News Record City cost Index (2024 Fee: \$23.04). The total valued project obligation calculated for this project is \$17,290,391 - the fee will increase annually. The IHO allows the developer to build half of the units and fee-out the remaining. The IHO also allows the developer to fee out completely with the approval of City Council. The project was unable to meet the goals of the IHO which require the distribution of affordable units equitably across all unit types and therefore, is requesting to pay the in-lieu fee for 100% of the IHO obligation.

The State of California requires cities to adopt programs that "affirmatively further fair housing" in "racially concentrated areas of affluence" or RCAAs. While this project is within an RCAA area of the City, the project as designed provides for a mixture of unit types, sizes, and age-restricted units which are more affordable by design. Given that the project was unable to integrate the affordable units in a manner that meets the

goals of the IHO, staff recommends the 100% in-lieu payment that will allow the City to pursue projects that advance lower income units. The allowance for payment in-lieu is built into the PD Standards as proposed.

Planning Commission Review:

During the September 24, 2024 Public Hearing, the Planning Commission discussed a number of topics related to the project description, the IHO, project impacts and whether there was a need for increased public benefits. There were questions raised about impacts on surrounding schools, pedestrian access, road improvements and general traffic concerns. A significant amount of discussion focused on the VMT impacts.

The Commission understood that VMT could not be further mitigated in that additional mitigation would not change the outcome of the impact calculation for VMT. However, the Commission requested staff look into additional mitigation measures for VMT that could possibly be added to the PD Standards. Staff reviewed all additional possibilities from the [Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity \(caleemod.com\)](https://caleemod.com/), California Green Building Standards Code, and Morgan Hill Municipal Code. The project will also provide the following:

T-14. Provide Electric Vehicle Charging Infrastructure: the City Municipal Code requires new construction of units with private dedicated garages to have one parking space and provide a Level 2 EV Ready space. If a second parking space is provided, it shall be provided with a Level 1 EV Ready Space.

T-18. Provide Pedestrian Network Improvements and T-19. Expand Bikeway Network: The project includes a public trail that will accommodate cyclists and pedestrians, in addition to the requirement for improvements along Hill Road that include widening the road with sidewalks consistent with City Complete Streets requirements.

Since the completion of the EIR and Planning Commission hearings, the City Council has adopted a new VMT policy for the City. This project is not affected by the new policy. The project's VMT measurement would need to be reduced by almost 26% in order to comply with the new policy. There are no potential mitigations that would bring the project to the City base VMT measurement of 24.64. VMT remains a significant unmitigable impact.

COMMUNITY ENGAGEMENT:

Inform:

Preliminary Application: A project webpage was created on the Morgan Hill website after receipt of the application. The preliminary application (SR2020-0006) was publicly noticed (mailed to property owners within 600-feet of the project site and newspaper legal notice) for the minimum 10-day period and two public notice signs were posted at the property location pursuant to the Planning Division requirement for the September

8, 2020, Planning Commission meeting.

Environmental Review: A Notice of Preparation (NOP) for an Environmental Impact Report (EIR) was publicly noticed in the newspaper, mailed to adjacent property owners, and posted on the project webpage. The NOP was circulated on June 25, 2021 for a 30-day public comment period. A public scoping meeting was publicly noticed in the newspaper, mailed to adjacent property owners, and posted on the project webpage. The scoping meeting was held via Zoom on July 13, 2021. Staff and the CEQA consultants provided a brief presentation summarizing the project proposal, explained the environmental review process, and received public feedback on the existing environmental setting and potential project related environmental impacts. The Draft EIR was publicly noticed in the newspaper, mailed to adjacent property owners, and posted on the project webpage. Hard copies were also available for public viewing at City Hall, Morgan Hill Library, and Community Cultural Center. The Draft EIR was circulated for 60 days between November 3, 2023 and January 3, 2024. A publicly noticed community Open House was held on Monday, December 4, 2023, to provide an opportunity for the public to discuss the project and submit verbal comments on the Draft EIR. Final EIR was posted on the project webpage on August 27, 2024 and emailed to commenters on September 19, 2024.

Planned Development Application: The project was sent through the City's 411 e-blast. The proposed project was publicly noticed, including a mailing to property owners within 600 feet of the project site, and within the newspaper for the minimum 10-day period. The project webpage was updated, and the project site sign was posted pursuant to the Planning Division requirements.

For the Planning Commission Hearing on September 24, 2024, the project was sent through the City's 411 e-blast. The proposed project was publicly noticed, including a mailing to property owners within 600 feet of the project site, and within the newspaper for the minimum 10-day period. The project webpage was updated, and a project site sign was posted pursuant to the Planning Division requirements.

ALTERNATIVE ACTIONS:

Deny the Resolution certifying the Environmental Impact Report and deny the Ordinance to approve the Planned Development.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- Preliminary Application heard at the September 8, 2020 Planning Commission Hearing for feedback on the General Plan Amendment and Planned Development Proposal.
- Planned Development with Environmental Impact Report heard at the September 24, 2024 Planning Commission Hearing where the Planning Commission recommended approval of the EIR with Overriding Considerations by 4-ayes, 2-noes, 0-abstain, 1- absent and recommended approval of the Zoning Amendment for the Planned Development and associated Master Plan

by 6-ayes, 0-noes, 0-abstain, 1-absent.

FISCAL AND RESOURCE IMPACT:

City development review functions are cost-recovery, with fees collected from applicants to cover the cost of services. These fees have been collected.

CEQA (California Environmental Quality Act):

An Environmental Impact Report (EIR) was prepared for this project in compliance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines. An EIR is an informational document that evaluates potential environmental impacts of a proposed project, as well as identifies mitigation measures and alternatives to the proposed project. As the Lead Agency for this project, the City of Morgan Hill is required to consider the information in the EIR along with any other available information in deciding whether to approve the project.

On June 25, 2021, a Notice of Preparation (NOP) was circulated for a 30-day public comment period and a scoping hearing was held on July 13, 2021 to receive feedback from the community on the existing setting. The Draft EIR, along with appendices, was made available for public review for a 60-day comment period between November 3, 2023 and January 3, 2024. A publicly noticed community Open House was held on Monday, December 4, 2023 to provide an opportunity for the public to discuss the project and submit verbal comments on the Draft EIR.

Responses to the Notice of Preparation for the Draft EIR and comments received during circulation of the Draft EIR are summarized and responses to those comments/letters are within the Final EIR which was posted on the Project webpage on the City's website on August 27, 2024.

CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to avoid or mitigate significant environmental impacts that will otherwise occur with implementation of the project. Project mitigation or alternatives are not required, however, where they are infeasible or where the responsibility for modifying the project lies with another agency. For those significant effects that cannot be mitigated to a less-than-significant level, the public agency is required to find that specific overriding economic, legal, social, technological, or other benefits of the project outweigh the significant effects on the environment. Section 15093 of the CEQA Guidelines state: "If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered 'acceptable.'"

The EIR identified impacts that can be reduced to a less than significant level with the implementation of mitigation. Each potential impact that has been reduced to a less than significant level is summarized in the Mitigation Monitoring and Report Program (MMRP) that is attached to this staff report. Significant environmental effects identified

in the EIR related to agricultural resources (impacts related to conversion of Important Farmland) and transportation (impacts related to vehicle miles traveled (VMT)) have been identified in the Final EIR to be significant and unavoidable and are listed below:

Agricultural Impact AG-1: Conversion of approximately 44 acres of Prime Farmland and approximately five acres of Farmland of Statewide Importance would constitute a significant impact to agricultural resources. (Significant and Unavoidable Impact)

Mitigation Measure MM AG-1.1: A minimum of one acre of agricultural land (1:1 mitigation ratio) shall be preserved for each acre of agricultural land changed to a non-agricultural use. The required acreage of area to be protected through an agricultural conservation easement or agricultural preservation in-lieu fee will depend on the measurement of the affected area. The area of land designated as Prime Farmland and Farmland of Statewide Importance shall be used for calculating the required mitigation.

Mitigation Measure MM AG-1.2:

Conversion of agricultural land shall require offsetting acquisition and/or dedication of agricultural conservation easements over approved agricultural mitigation land, or payment to the City of the agricultural preservation in-lieu fee, to support agricultural preservation activities. Developer acquisition/dedication of easements shall require the project to pay an agricultural lands preservation program stewardship fee to cover administrative costs and ongoing management and monitoring of the easements. Agricultural mitigation fees shall be required prior to the acceptance of a final map, or prior to issuance of building or grading permits. Easement dedication is required prior to issuance of building permits.

Finding: Based on the Farmland Mapping and Monitoring Program of the California Resources Agency Mapping System, the project site consists of approximately 44 acres of Prime Farmland and 5 acres of Statewide Importance Farmland. The project proposes to develop the site with residential uses. Conversion of the Prime Farmland would constitute a significant impact to agricultural resources. Consistent with the City's Agricultural Preservation Program and Agricultural Mitigation Ordinance, mitigation measures MM AG-1.1 and MM AG-1.2 require a minimum of one acre of agricultural land (1:1 mitigation ratio) to be preserved for each acre of agricultural land changed to a non-agricultural use and acquisition and/or dedication of agricultural conservation easements over approved agricultural mitigation land, or payment to the City of the agricultural preservation in-lieu fee. The project applicant will implement mitigation measures MM AG-1.1 and MM AG-1.2, however, the impact would not be reduced to a less than significant level because, while the project would preserve existing agricultural lands, it would not create any new agricultural lands to offset the loss of Prime and Statewide Importance farmland. There are no other feasible mitigation measures which could be implemented to reduce the loss of agricultural lands to a less than significant level, as CEQA case law affirms the principle that the loss of prime farmland is irreversible, and protection of other existing farmland does not fully offset the lost farmland, but rather prevents further loss. Therefore, the impact would remain significant and unavoidable.

Impacts related to agricultural resources have been mitigated to the extent feasible. The City of Morgan Hill finds that although this impact would be significant and unavoidable, the impact is acceptable when weighed against the overriding social, economic, and other considerations set forth in Section I, Statement of Overriding Considerations.

For a detailed description of impacts and mitigation measures, see the appropriate text within the Draft and Final EIR.

Transportation Impact TRN-1 and Impact TRN-C: The project would generate 33.25 vehicle miles traveled (VMT) daily per capita, exceeding the threshold of 20.94 VMT per capita (Significant and Unavoidable Impact).

Mitigation Measure TRN-1.1:

The project applicant shall develop and implement a Transportation Demand Management (TDM) plan which targets a reduction in residential vehicle trips to and from the site. The TDM plan shall be prepared by a qualified traffic consultant and in coordination with the City of Morgan Hill Development Services Director or Designee. The TDM plan shall quantify the reduction in VMT. The TDM plan shall require the following measures:

- Prior to project occupancy, the project applicant shall make a financial contribution to the City's on-site demand rideshare service (MoGo), as a one-time or annual financial contribution based on City's approval. Should MoGo no longer be available, the funding amount will go into a fund for the reduction of VMT impacts.
- The project shall improve the surrounding pedestrian network by including sidewalks, which terminate at the common property line, allowing for connections to the adjacent property in the event there is future development.

Finding:

The project would result in VMT per capita of 33.25, while citywide VMT per capita is 24.64, and the OPR threshold relied upon in the EIR was 20.94 VMT per capita. Using OPR's impact thresholds, the project would need to implement VMT reduction measures to achieve a 24 percent reduction (27.41 to 20.94) in its VMT per capita for the proposed residential uses to reduce its impact to less than significant level.

Mitigation measure TRN-1.1 requires the project applicant to make a financial contribution to the City's on-site demand rideshare service, as a one-time or annual financial contribution based on City approval. VMT tool does not include a feature which calculates VMT reduction from the project applicant's contribution to the City's on-site demand rideshare service. The project design features would encourage the use of pedestrian and bicycle facilities, but not to a degree which would have any measurable effect on project VMT. Therefore, the project VMT would continue to be above the 20.94 VMT per capita threshold. There are no other feasible mitigation measures which could be implemented to reduce the transportation impacts. Measures such as carshare programs and transit service expansion programs would not be feasible given the costs to maintain such programs. As mentioned above, even with the implementation of these measures, the project VMT would be above the VMT per capita threshold. Therefore, the impact would remain significant and unavoidable.

Impacts related to transportation have been mitigated to the extent feasible. The City of Morgan Hill finds that although this impact would be significant and unavoidable, the impact is acceptable when weighed against the overriding social, economic, and other considerations set forth in the Statement of Overriding Considerations.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE NEW HORIZONS (HILL – MORGAN HILL DEVCO) PROJECT AS CONSISTENT WITH THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND ADOPT A STATEMENT OF OVERRIDING CONSIDERATIONS REGARDING ENVIRONMENTAL IMPACTS AND A RELATED MITIGATION MONITORING AND REPORTING PROGRAM

WHEREAS, an Environmental Impact Report (EIR) (SCH Number 2021060587) was prepared for the New Horizons (Hill – Morgan Hill Devco) Project in accordance with the California Environmental Quality Act (CEQA). A Notice of Preparation (NOP) was circulated between June 25, 2021 and July 25, 2021 and a scoping meeting was held on July 13, 2021 to receive comments regarding the scope and content of the EIR. The Draft EIR was circulated between November 3, 2023 and January 3, 2024 and a Community Open House held on December 4, 2023 to provide opportunity for the public to submit verbal comments and written comments on the EIR; and

WHEREAS, the City of Morgan Hill received comments on the Draft EIR by individuals / organizations. Responses to those comments and minor changes to the Draft EIR were included in a Final EIR document in accordance with the requirements of CEQA; and

WHEREAS, the information contained in the Final EIR, consisting of the Draft EIR document in combination with the Final EIR document, was reviewed and considered by the Planning Commission at a duly-noticed Planning Commission public hearing held on September 24, 2024; and the Planning Commission took action to recommend to the City Council that the Final EIR be certified as being found complete, correct, and in substantial compliance with the requirements of the California Environmental Quality Act; and

WHEREAS, the Environmental Impact Report concluded that implementation of the Project could result in two significant and unavoidable impacts on the environment and identified mitigation measures that would reduce some but not all of those significant impacts to a less-than significant level; and

WHEREAS, in connection with the approval of a project involving the preparation of an Environmental Impact Report that identifies one or more significant and unavoidable environmental impacts, CEQA requires the decision-making body of the lead agency to incorporate feasible mitigation measures that would reduce significant and unavoidable environmental impact(s) to a less-than-significant level and/or adopt a Findings of Fact and Statement of Overriding Considerations; and

WHEREAS, whenever a lead agency approves a project requiring the implementation of measures to mitigate or avoid significant and unavoidable impact(s) on the environment, CEQA also requires a lead agency to adopt a mitigation monitoring and reporting program to ensure compliance with the mitigation measures during project implementation, and such a mitigation monitoring and reporting program has been prepared for the Project for consideration by the decision-maker of the City of Morgan Hill as lead agency for the Project (the "Mitigation Monitoring and Reporting Program"); and

WHEREAS, the City of Morgan Hill is the lead agency on the Project, and the City Council is the decision-making body for the proposed approval to construct and otherwise undertake the Project; and

WHEREAS, the Environmental Impact Report and the related Findings of Fact and Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Project are, by this reference, incorporated into this Resolution as if fully set forth herein; and

WHEREAS, the Environmental Impact Report, incorporating any Addenda, and related Findings of Fact and Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Project are on file in the Development Services Department located at 17575 Peak Avenue, Morgan Hill, California, 95037, and are available for inspection by any interested person at that location.

NOW, THEREFORE, THE MORGAN HILL CITY COUNCIL DOES RESOLVE AS FOLLOWS:

SECTION 1: FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS BY THE CITY COUNCIL OF THE CITY OF MORGAN HILL REGARDING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE NEW HORIZONS (HILL – MORGAN HILL DEVCO) PROJECT: The City Council finds, determines, and declares the findings and facts and statement of overriding considerations as set forth in the attached Exhibit "A" by and Exhibit "B" Mitigation Monitoring Report Program this reference incorporated herein.

SECTION 2: CERTIFICATION OF FINAL EIR: The City Council hereby certifies that the Final EIR has been completed in compliance with CEQA.

PASSED AND ADOPTED by the City council of the City of Morgan Hill at its meeting held on this 20th day of November, 2024 by the following vote:

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

APPROVED:

MARK TURNER, Mayor

ATTEST:

MICHELLE BIGELOW, City Clerk

EXHIBIT "A"

FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS BY THE CITY COUNCIL OF THE CITY OF MORGAN HILL REGARDING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE NEW HORIZONS (HILL – MORGAN HILL DEVCO) PROJECT (State Clearinghouse No. 2021060587)

The following Findings, the mitigation measures specified herein, and the Mitigation Monitoring and Reporting Program attached hereto are hereby adopted by the Morgan Hill City Council in accordance with the California Environmental Quality Act (CEQA), Public Resources Code Section 21081, 21081.5 and 21081.6, and the CEQA Guidelines, Title 14, California Code of Regulations, Sections 15091 and 15092 for the Crosswinds Residential (project).

Section 15091 of the CEQA Guidelines states that:

- a. *No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:*
 - (1) *Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.*
 - (2) *Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.*
 - (3) *Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.*

In short, CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to avoid or mitigate significant environmental impacts that will otherwise occur with implementation of the project. Project mitigation or alternatives are not required, however, where they are infeasible or where the responsibility for modifying the project lies with another agency.

For those significant effects that cannot be mitigated to a less-than-significant level, the public agency is required to find that specific overriding economic, legal, social, technological, or other benefits of the project outweigh the significant effects on the environment. The CEQA Guidelines state in section 15093 that:

“If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered ‘acceptable.’”

A. ENVIRONMENTAL REVIEW PROCESS

The Environmental Impact Report (EIR) prepared by the City of Morgan Hill (City) in consultation with David J. Powers & Associates for the New Horizons (Hill – Morgan Hill Devco) Project (project) consists of the Draft EIR (Draft EIR) and the Final EIR / Response to Comments on the Draft EIR.

On June 25, 2021, the City of Morgan Hill circulated a Notice of Preparation (NOP) for a 30-day comment period to request input on the types of impacts that could result from the proposed project. The Draft EIR was made available for public review for a 60-day comment period that began on November 3, 2023 and ended on January 3, 2024. The Notice of Availability of a Draft EIR was posted with the Santa Clara County Clerk, sent to the State Clearinghouse, published on the City’s website, and mailed to responsible agencies. The City of Morgan Hill received verbal and written comments during the public comment period.

The City released the Final EIR for public review on August 27, 2024. The Final EIR consists of copies of all comments received on the Draft EIR, a list of commenters, all responses to comments, and Draft EIR text revisions. The Final EIR, Draft EIR, and Mitigation Monitoring and Reporting Program (MMRP) together comprise the EIR for the project. The analysis and conclusions contained in the EIR reflect the independent judgment of the City.

B. PROJECT DESCRIPTION

Section 3 of the Draft EIR includes a detailed description of the project. Other than minor clarifications, no revisions to the project description were required.

The approximately 69.4-acre project site is located at the northeast quadrant of Barrett Avenue and Hill Road in the City of Morgan Hill (Assessor’s Parcel Number [APN] 817-20-031). The project site is largely undeveloped, and the ground is predominantly fallowed. There are four vacant structures, formerly used for agricultural purposes, totaling approximately 25,000 square feet on the southeastern portion of the site, surrounded by trees. PG&E has easements for two existing gas lines on the eastern portion of the project site. There is an existing retention basin on the southwestern portion of the site. Tennant Creek bisects the project site from the northwest boundary to southwest boundary. The project site is bounded by Barrett Avenue, agricultural land, and rural residences to the south; Hill Road, warehouse/storage structures, industrial structures, and rural residences to the west; and single-family residences to the north and east. Sorrel Way is located northeast of the site. Jackson Park and Jackson Elementary School are located northerly adjacent to the project site.

The proposed project would remove the existing structures and develop the project site with a

total of 320 residential units. The project proposes to subdivide the project site into 320 lots. The new lots would facilitate the development of 223 one- to two-story single-family detached houses, 42 courtyard houses, 21 senior (i.e., age-restricted) cottages, 34 senior duet units. Out of the 223 single family homes, 23 of them include an accessory dwelling unit (ADU), and all 21 senior cottage units include an ADU. The maximum height of the residences would be 26 feet above the ground surface and would vary between one to two stories. Single-family detached houses would be located throughout the entire site. The age-restricted cottages and duets would be centrally located on the site. The project would include approximately six acres of private open space and four acres of public open space. The project also proposes off-site improvements to Jackson Park, Jackson Elementary School, Hill Road, and Barrett Avenue

The project as proposed results in two significant and unavoidable impacts on agricultural resources and transportation.

The EIR evaluates four project alternatives that are further discussed in section “F. Alternatives” of this Resolution.

C. SIGNIFICANT UNAVOIDABLE ADVERSE IMPACTS AND DISPOSITION OF RELATED MITIGATION MEASURES

The following findings are hereby made by the City of Morgan Hill City Council for the significant environmental effects identified in the EIR related to agriculture resources (impacts related to conversion of Important Farmland) and transportation (impacts related to vehicle miles traveled [VMT]). The Final EIR identified the following impacts associated with the project that would be significant and unavoidable:

1. **Agricultural Impact AG-1:** Conversion of approximately 44 acres of Prime Farmland and approximately five acres of Farmland of Statewide Importance would constitute a significant impact to agricultural resources. (Significant and Unavoidable Impact)

Mitigation Measure MM AG-1.1: A minimum of one acre of agricultural land (1:1 mitigation ratio) shall be preserved for each acre of agricultural land changed to a non-agricultural use. The required acreage of area to be protected through an agricultural conservation easement or agricultural preservation in-lieu fee will depend on the measurement of affected area. The area of land designated as Prime Farmland and Farmland of Statewide Importance shall be used for calculating the required mitigation.

Mitigation Measure MM AG-1.2: Conversion of agricultural land shall require offsetting acquisition and/or dedication of agricultural conservation easements over approved agricultural mitigation land, or payment to the City of the agricultural preservation in-lieu fee, to support agricultural preservation activities. Developer acquisition/dedication of easements shall require the project to pay an agricultural lands preservation program stewardship fee to cover administrative costs and ongoing management and monitoring of the easements. Agricultural mitigation fees shall be required prior to the acceptance of a

final map, or prior to issuance of building or grading permits. Easement dedication is required prior to issuance of building permits.

Finding: Based on the Farmland Mapping and Monitoring Program of the California Resources Agency Mapping System, the project site consists of approximately 44 acres of Prime Farmland and 5 acres of Statewide Importance Farmland. The project proposes to develop the site with residential uses. Conversion of the Prime Farmland would constitute a significant impact to agricultural resources. Consistent with the City's Agricultural Preservation Program and Agricultural Mitigation Ordinance, mitigation measures MM AG-1.1 and MM AG-1.2 require a minimum of one acre of agricultural land (1:1 mitigation ratio) to be preserved for each acre of agricultural land changed to a non-agricultural use and acquisition and/or dedication of agricultural conservation easements over approved agricultural mitigation land, or payment to the City of the agricultural preservation in-lieu fee. The project applicant will implement mitigation measures MM AG-1.1 and MM AG-1.2, however, the impact would not be reduced to a less than significant level because, while the project would preserve existing agricultural lands, it would not create any new agricultural lands to offset the loss of Prime and Statewide Importance farmland. There are no other feasible mitigation measures which could be implemented to reduce the loss of agricultural lands to a less than significant level, as CEQA case law affirms the principle that the loss of prime farmland is irreversible, and protection of other existing farmland does not fully offset the lost farmland, but rather prevents further loss. Therefore, the impact would remain significant and unavoidable.

Impacts related to agricultural resources have been mitigated to the extent feasible. The City of Morgan Hill finds that although this impact would be significant and unavoidable, the impact is acceptable when weighed against the overriding social, economic, and other considerations set forth in Section I, *Statement of Overriding Considerations*.

For a detailed description of impacts and mitigation measures, see the appropriate text within the Draft and Final EIR.

2. Transportation Impact TRN-1 and Impact TRN-C: The project would generate 33.25 vehicle miles traveled (VMT) daily per capita, exceeding the threshold of 20.94 VMT per capita.(Significant and Unavoidable Impact)

Mitigation Measure TRN-1.1: MM TRN-1.1: The project applicant shall develop and implement a Transportation Demand Management (TDM) plan which targets a reduction in residential vehicle trips to and from the site. The TDM plan shall be prepared by a qualified traffic consultant and in coordination with the City of Morgan Hill Development Services Director or Designee. The TDM plan shall quantify the reduction in VMT. The TDM plan shall require the following measures:

- Prior to project occupancy, the project applicant shall make a financial contribution to the City's on-site demand rideshare service (MoGo), as a one-time or annual financial contribution based on City's approval. Should Mogo no longer be available, the funding amount will go into a fund for the reduction of VMT impacts.

- The project shall improve the surrounding pedestrian network by including sidewalks, which terminate at the common property line, allowing for connections to the adjacent property in the event there is future development.

Finding: The project would result in VMT per capita of 33.25, while citywide VMT per capita is 24.64, and the OPR threshold relied upon in the EIR was 20.94 VMT per capita. Using OPR's impact thresholds, the project would need to implement VMT reduction measures to achieve a 24 percent reduction (27.41 to 20.94) in its VMT per capita for the proposed residential uses to reduce its impact to less than significant level. Mitigation measure TRN-1.1 requires the project applicant to make a financial contribution to the City's on-site demand rideshare service, as a one-time or annual financial contribution based on City approval. VMT tool does not include a feature which calculates VMT reduction from the project applicant's contribution to the City's on-site demand rideshare service. The project design features would encourage the use of pedestrian and bicycle facilities, but not to a degree which would have any measurable effect on project VMT. Therefore, the project VMT would continue to be above the 20.94 VMT per capita threshold. There are no other feasible mitigation measures which could be implemented to reduce the transportation impacts. Measures such as carshare programs and transit service expansion programs would not be feasible given the costs to maintain such programs. As mentioned above, even with the implementation of these measures, the project VMT would be above the VMT per capita threshold. Therefore, the impact would remain significant and unavoidable.

Impacts related to transportation have been mitigated to the extent feasible. The City of Morgan Hill finds that although this impact would be significant and unavoidable, the impact is acceptable when weighed against the overriding social, economic, and other considerations set forth in Section I, *Statement of Overriding Considerations*, below.

D. SIGNIFICANT IMPACTS IDENTIFIED IN THE EIR THAT ARE REDUCED TO A LEVEL OF "LESS THAN SIGNIFICANT" BY THE MITIGATION MEASURES INCORPORATED INTO THE PROJECT

The following findings are hereby made by the City of Morgan Hill City Council for the significant environmental effects identified in the EIR that would be reduced to a less than significant level through incorporation of mitigation measures. The City finds for each of the significant or potentially significant impacts identified in this section that based upon substantial evidence in the record, changes or alterations have been required or incorporated into the project which avoid or substantially lessen the significant effects as identified in the EIR and, thus, that adoption of the mitigation measures set forth below will reduce these significant or potentially significant effects to less than significant levels. Adoption of the mitigation measures will effectively make the mitigation measures part of the project. In addition, compliance with City and other applicable regulations will further reduce project impacts. Therefore, the City finds that based upon substantial evidence in the record, changes or alterations have been required or incorporated into the project which avoid or substantially lessen the significant effects as identified in the EIR.

The Final EIR identified several impacts associated with the project that would be reduced to a level of less than significant with the implementation of mitigation measures identified in the Final EIR:

1. **Air Quality:** The project construction would exceed the Bay Area Air Quality Management District (BAAQMD) significance threshold for reactive organic gasses (ROGs). Additionally, the project would exceed the BAAQMD single-source significance threshold for cancer risks at the maximally exposed individuals (MEI) location during construction. With the implementation of the mitigation measures MM AIR-1.1 and MM AIR 2.1, these impacts would be reduced to less than significant.

MM AIR1.1: During project construction, the project applicant shall use “super-compliant” low volatile organic compound (i.e., VOC) coatings that have emissions lower than current BAAQMD requirements (i.e., Regulation 8, Rule 3: Architectural Coatings), for at least 50 percent of all residential interior paints and 50 percent of exterior paints. This includes all architectural coatings applied during both construction and reapplications throughout the project’s operational lifetime. At least 50 percent of coatings applied must meet a “super-compliant” VOC standard of less than 10 grams of VOC per liter of paint. For reapplication of coatings during the project’s operational lifetime, the Declaration of Covenants, Conditions, and Restrictions shall contain a stipulation for low VOC coatings to be used. Examples of “super-compliant” coatings are contained in the South Coast Air Quality Management District’s website.

MM AIR 2.1: Prior to issuance of any demolition, grading, and/or building permits (whichever occurs earliest), the project applicant shall submit a construction operations plan to the Development Services Director that reduces diesel particulate matter emissions by 50 percent such that increased cancer risk and annual PM_{2.5} concentrations would be reduced below TAC significance levels. The plan shall include the following:

1. 60 percent of all construction equipment larger than 25 horsepower used at the site for more than two continuous days or 20 hours total shall meet U.S. EPA Tier 4 emission standards and the remaining 40 percent shall meet U.S. EPA Tier 3 emission standards, if feasible, otherwise,

- If use of Tier 4 equipment is not available, alternatively use equipment that meets U.S. EPA emission standards for Tier 3 engines and include particulate matter emissions control equivalent to CARB verifiable diesel emission control devices that altogether achieve a 50 percent reduction in particulate matter exhaust in comparison to uncontrolled equipment. Alternatively, or in combination,

- Use of electrical or non-diesel equipment with lower particulate matter emissions that meet the PM reduction requirements above.

2. Alternatively, the applicant may develop another construction operations plan demonstrating that the construction equipment used on-site would achieve a reduction in construction diesel particulate matter emissions by 50 percent or greater. Elements of the plan could include a combination of some of the following measures:

- Implementation of No. 1 above to use 60 percent Tier 4 and 40 percent Tier 3 or

- alternatively fueled equipment,
- Installation of electric power lines during early construction phases to avoid use of diesel generators and compressors,
- Use of electrically-powered equipment,
- Forklifts and aerial lifts used for exterior and interior building construction shall be electric or propane/natural gas powered,
- Change in construction build-out plans to lengthen phases, and
- Implementation of different building techniques that result in less diesel equipment usage.

Finding: The proposed project will implement mitigation measures AIR-1.1 and AIR -2.1, and reduce the impacts to a less than significant level.

2. **Biological Resources Impact:** The project could have a substantial adverse effect on nesting bird activity, burrowing owl habitat or individuals, roosting bats, monarch butterfly eggs, larvae, or pupae during construction. Additionally, the project would result in riparian encroachment what would constitute a significant impact. With the implementation of mitigation measures listed below, this impact would be reduced to less than significant.

MM BIO-1.1: To the extent feasible, construction activities shall be scheduled to avoid the nesting season. If construction activities are scheduled to take place outside the nesting season, all impacts to nesting birds protected under the MBTA and California Fish and Game Code will be avoided. The nesting season for most birds in Santa Clara County extends from February 1 through August 31, inclusive.

If construction activities and/or tree removal cannot be scheduled to occur between September 1 and January 31, preconstruction surveys for nesting birds shall be conducted by a qualified biologist or ornithologist to ensure that no nests will be disturbed during project implementation. These surveys shall be conducted no more than seven days prior to the initiation of demolition or construction activities including tree removal and pruning. During this survey, the ornithologist will inspect all trees and other potential nesting habitats (e.g., trees, shrubs, ruderal grasslands, buildings) in and immediately adjacent to the impact areas for nests. If an active nest is found sufficiently close to work areas to be disturbed by these activities, the ornithologist will determine the extent of a construction-free buffer zone to be established around the nest (typically 300 feet for raptors and 100 feet for other species), to ensure that no nests of species protected by the MBTA and California Fish and Game Code will be disturbed during project implementation. The written report shall indicate the results of the survey, a map of identified active nests, and any designated buffer zones or other protective measures to be implemented with the project.

MM BIO-2.1: If an active nest is found sufficiently close to work areas to be disturbed by these activities, the ornithologist will determine the extent of a disturbance-free buffer zone to be established around the nest (typically 250 feet for raptors and 50-100 feet for other species) that will remain off limits to construction until the nesting season is over, to ensure that no nests of species protected by the Migratory Bird Treaty Act and California Fish and

Wildlife Code will be disturbed during project implementation. A report indicating the result of the survey and any designated buffer zones shall be submitted to the satisfaction of the City's Development Services Director or Director's designee prior to removal of trees and issuance of a grading permit.

MM BIO 3.1: A pre-activity survey for day-roosting bats shall be conducted prior to the onset of demolition of existing buildings or ground-disturbing activities within 100 feet of existing buildings. A qualified biologist will conduct a survey for evidence of bat use within suitable habitat. If evidence of use is observed, but the biologist is unable to determine whether or not the roost is occupied at that time, a dusk acoustic survey may be necessary to determine if bats are present and to identify the specific location of any bat colony. If no active bat day roost is located, no further measures are necessary. The report indicating the result of the survey shall be submitted to the satisfaction of the Development Services Director or Director's designee prior to initiation of construction activities (demolition or ground-disturbing activities). If an active day roost is located during the maternity season (March 15 to July 31), the biologist will attempt to determine whether the roost is occupied by nonbreeding bats (e.g., a bachelor roost consisting of males) or whether the roost is occupied by females with young. If females with young are present, a disturbance-free buffer zone (determined by a qualified bat biologist) shall be implemented until July 31, or until the young are able to fly independently (whichever occurs first). If a non-maternity roost is present during the maternity season, or during the nonmaternity season, the individuals shall be safely evicted between August 1 and October 15 or between February 15 and March 16 under the supervision of, and following eviction methods developed by, a qualified biologist. Demolition or construction can begin after the bats have been evicted.

MM BIO-4.1: In the San Francisco Bay area, monarch butterflies may begin laying eggs as early as March, and the last generation of the year hatches in September and October. Therefore, if milkweed plants are impacted from November through February, they are not expected to support eggs, larvae, or pupae, and no measures are necessary for project activities during the period November 1 through the end of February.

Prior to disturbance of any vegetated habitat that could support milkweed during the period March 1 through October 31, surveys shall be performed for the species' larval host plants. This survey shall occur within 2 weeks prior to the start of construction. A qualified biologist will survey the project impact areas, as well as surrounding areas within 50 feet (to the extent access allows), to identify any larval host plants. Any detected host plants shall be checked for eggs, larvae, or pupae. If no host plants are detected, or if no monarch eggs, larvae, or pupae are detected on those plants, no further action will be necessary. The report indicating the result of the survey shall be submitted to the satisfaction of the Development Services Director or Director's designee prior to initiation of construction activities.

If monarch eggs, larvae, or pupae are detected, one of the following measures will be implemented:

- They will be protected by establishing a buffer zone around individual plants or populations. The buffer zone will be determined by a qualified biologist to avoid direct and indirect impacts (such as dust mobilization onto plants) on the monarchs and the plants on which eggs, larvae, or pupae occur. Project personnel and equipment shall not operate within such areas. All avoided larval host plants shall be clearly marked in the field with fencing or flagging. The buffer zone shall remain in place until monarchs are no longer present on those plants.

If larvae are detected within the survey area and impacts to the plants supporting those individuals cannot be delayed until the emergence of individual butterflies as adults, a qualified biologist may relocate larvae to milkweed plants more than 50 feet outside the impact area, if those milkweeds are not already occupied by monarch eggs or larvae.

Alternatively, raising monarch butterflies in captivity is feasible, and eggs, larvae, or pupae that cannot be avoided could be raised to maturity in captivity and then released into habitat having suitable nectar sources. Only a qualified biologist shall handle or raise monarchs. If the monarch butterfly is listed (e.g., under FESA) prior to implementation of these measures, appropriate approval from the USFWS would be necessary to handle or relocate monarchs, or to raise them in captivity.

MM BIO-5.1: Compensate for new urban development within setback. If a riparian setback exception is granted to the project, the project will introduce 0.18-acre of new urban development encroaching into the riparian setback. To compensate for this degradation of setback functions in the area, the project shall restore native riparian habitat at a 2:1 (restored area to impacted area) ratio, on an acreage basis, within other planned open space areas in the riparian setbacks. Native herbaceous plant species appropriate to the local area such as deergrass and narrow leaf milkweed shall be planted within the creek bottom and slopes. Native trees and shrubs appropriate to the local area such as coast live oak and coyote brush shall be planted and maintained to provide additional wildlife habitat adjacent to Tennant Creek. Coordinate with Valley Water to determine whether any woody vegetation can be planted within the banks of the creek or whether it would need to be installed above the top of bank, in order to ensure flood flows are not impeded by vegetation in the channel. A qualified restoration ecologist shall develop a riparian setback enhancement and monitoring plan, which will contain the following components:

- Goal of the restoration to achieve no net loss of habitat functions and values;
- Restoration design (planting plan, soil amendments and other site preparation elements as appropriate, maintenance plan, and remedial measures/adaptive management);
- Monitoring plan (including final and performance criteria, monitoring methods, data analysis, reporting requirements, monitoring schedule, etc). At a minimum, success criteria will include elimination of non-native woody species from within the enhancement area and establishment of native trees and shrubs; and
- Contingency plan for mitigation elements that do not meet performance or final success criteria.

- The plan shall be approved by the City of Morgan Hill and the Santa Clara Valley Habitat Agency prior to initiation of impacts to currently undeveloped habitat within the riparian setback.

Finding: The proposed project will implement mitigation measures BIO-1.1, BIO-2.1, BIO-3.1, BIO-4.1, and BIO-5.1 and reduce the impacts to a less than significant level.

3. **Cultural Resources Impact:** Gound-disturbing construction activities could result in impacts to archaeological resources without mitigation. With the implementation of mitigation measures MM CUL-1.1 and MM CUL-1.2, this impact would be reduced to less than significant.

MM CUL-2.1: A moderate potential exists for unrecorded historic period archaeological resources to be within the project area. The developer shall enter into written contracts with an archaeologist and the Tamien Nation Tribe, and pay all fees associated with the activities required by this Mitigation Measure. The following policies and procedures for treatment and disposition of inadvertently discovered human remains or archaeological materials shall apply:

(a) Prior to the start of grading or earthmoving activity (includes demolition and moving of heavy equipment on site) on the “first day of construction,” the archaeologist and Tribal Monitor shall hold a pre-construction meeting for the purposes of “cultural sensitivity training” with the general contractor or subcontractors.

(b) A Tamien Nation Tribal Monitor shall be present on-site to monitor all ground-disturbing activities and an archaeologist shall be on-call. Where historical or archaeological artifacts are found, work in areas where remains or artifacts are found will be restricted or stopped until proper protocols are met, as described below:

1. Work at the location of the find shall halt immediately within fifty feet of the find. If an archaeologist is not present at the time of the discovery, the applicant shall contact an archaeologist for evaluation of the find to determine whether it qualifies as a unique archaeological resource as defined by this chapter.
2. If the find is determined not to be a Unique Archaeological Resource, construction can continue. The archaeologist shall prepare a brief informal memo/letter in collaboration with a tribal representative that describes and assesses the significance of the resource, including a discussion of the methods used to determine significance for the find.
3. If the find appears significant and to qualify as a unique archaeological resource, the archaeologist shall determine if the resource can be avoided and shall detail avoidance procedures in a formal memo/letter.

4. If the resource cannot be avoided, the archaeologist in collaboration with a tribal representative shall develop within forty-eight hours an action plan to avoid or minimize impacts. The field crew shall not proceed until the action plan is approved by the Development Services Director or Director's designee. The action plan shall be in conformance with California Public Resources Code 21083.2. An archaeologist shall be on-call during ground disturbing activities. Where historical or archaeological artifacts are found, work in areas where remains or artifacts are found will be restricted or stopped until proper protocols are met, as described below.

(c) The following policies and procedures for treatment and disposition of inadvertently discovered human remains or archaeological materials shall apply. If human remains are discovered, it is probable they are the remains of Native Americans,

1. If human remains are encountered, they shall be treated with dignity and respect as due to them. Discovery of Native American remains is a very sensitive issue and serious concern. Information about such a discovery shall be held in confidence by all project personnel on a need-to-know basis. The rights of Native Americans to practice ceremonial observances on sites, in labs and around artifacts shall be upheld.
2. Remains should not be held by human hands. Surgical gloves should be worn if remains need to be handled.
3. Surgical mask should also be worn to prevent exposure to pathogens that may be associated with the remains.

(d) In the event that known or suspected Native American remains are encountered, or significant historic or archaeological materials are discovered, ground-disturbing activities shall be immediately stopped. Examples of significant historic or archaeological materials include, but are not limited to, concentrations of historic artifacts (e.g., bottles, ceramics) or prehistoric artifacts (chipped chert or obsidian, arrow points, ground stone mortars and pestles), culturally altered ash stained midden soils associated with pre-contact Native American habitation sites, concentrations of fire-altered rock and/or burned or charred organic materials and historic structure remains such as stone lined building foundations, wells or privy pits. Ground-disturbing project activities may continue in other areas that are outside the exclusion zone as defined below.

(e) An "exclusion zone" where unauthorized equipment and personnel are not permitted shall be established (e.g., taped off) around the discovery area plus a reasonable buffer zone by the contractor foreman or authorized representative, or party who made the discovery and initiated these protocols, or if on-site at the time of discovery, by the monitoring archaeologist and tribal representative (typically twenty-five to fifty feet for single burial or archaeological find).

(f) The discovery locale shall be secured (e.g., 24-hour surveillance) as directed by the City or County Coroner if considered prudent to avoid further disturbances.

(g) The contractor foreman or authorized representative, or party who made the discovery and initiated these protocols shall be responsible for immediately contacting by telephone the parties listed below to report the find and initiate the consultation process for treatment and disposition:

- The City of Morgan Hill Development Services Director (408) 779-7247
- The Contractor's Point(s) of Contact
- The Coroner of the County of Santa Clara (if human remains found) (408) 793-1900
- The Native American Heritage Commission (NAHC) in Sacramento (916) 653-4082
- The Amah Mutsun Tribal Band (916) 481-5785 (H) or (916) 743-5833 (C)
- The Tamien Nation (707)295-4011 (office) and (925)336-5359 (THPO)

(h) The Coroner has two working days to examine the remains after being notified of the discovery. If the remains are Native American the Coroner has 24 hours to notify the NAHC.

(i) The NAHC is responsible for identifying and immediately notifying the Most Likely Descendant (MLD). (Note: NAHC policy holds that the Native American Monitor will not be designated the MLD.)

(j) Within 24 hours of their notification by the NAHC, the MLD will be granted permission to inspect the discovery site if they so choose.

(k) Within 24 hours of their notification by the NAHC, the MLD may recommend to the City's Development Services Director or Director's designee, the recommended means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The recommendation may include the scientific removal and non-destructive or destructive analysis of human remains and items associated with Native American burials. Only those osteological analyses or DNA analyses recommended by the appropriate tribe may be considered and carried out.

(l) If the MLD recommendation is rejected by the City of Morgan Hill the parties will attempt to mediate the disagreement with the NAHC. If mediation fails, then the remains and all associated grave offerings shall be reburied with appropriate dignity on the property in a location not subject to further subsurface disturbance.

MM CUL-1.2: The project applicant shall note on any plans that require ground disturbing excavation that there is a potential for exposing buried cultural resources including prehistoric Native American burials. Any archaeological site information supplied to the Contractor Foreman or authorized representative shall be considered confidential. Information on the project plans shall be verified by the City's Development Services Director or Director's designee prior to issuance of a grading permit or any building permit.

Finding: Implementation of MM CUL-1.1 and MM CUL-1.2 above would ensure that contractors and their employees are alerted to the potential presence of subsurface archaeological resources and trained on how to respond to any potential discoveries, thus ensuring that any unknown subsurface archaeological resources present within the APE would be identified during construction. MM CUL1.1 and MM CUL-1.2 guarantee that any archaeological resources present within the project site are evaluated by a professional archaeologist and treated in accordance with California Public Resources Code Section 15064.5, as required by CEQA. Therefore, the project would not cause a substantial adverse change in the significance of an archaeological resource. (Less than Significant Impact with Mitigation Incorporated)

4. **Greenhouse Gas Emissions:** The project would exceed the BAAQMD annual emissions bright-line threshold and service population threshold for greenhouse gas (GHG) emissions. With the implementation of mitigation measure MM GHG 1.1 this impact would be reduced to less than significant.

MM GHG-1.1: Prior to issuance of grading permits on the project, the project applicant shall submit and implement a GHG reduction plan to the Development Services Director or Director's designee that reduces the project's operational GHG emissions in 2028 by 841 MT CO₂e/year. The GHG reduction plan shall be implemented until the City adopts its GHG reduction plan consistent with the State's interim 2030 GHG emissions reduction target of 40 percent below 1990 levels. All feasible project design and operational measures shall be implemented prior to the purchase of credits. The GHG reduction plan shall include a combination of the measures listed below to reduce project GHG impacts:

- Implementation of a transportation demand management (TDM) program to reduce mobile GHG emissions;
- Installation of solar power systems or other renewable electric generating systems that provide electricity to power on-site equipment and possibly provide excess electric power;
- Provide infrastructure for electric vehicle charging in residential units and parking areas (i.e., provide 220 VAC power);
- Increase water conservation above State average conditions for residential uses by installing low flow water utilities and irrigation; and
- Purchase verifiable carbon emission offsets that meet all of the following standards:
 - Registry Performance Standards: The registry shall account for and quantify emission reductions using clear and defined standards and incorporating recognized principles of GHG emissions reduction accounting, including those set forth in the ISO 14064 and the WRI/WBCSD Greenhouse Gas Protocol for Project Accounting:
 - The registry shall use clear information sufficient for reviewers to assess credibility of GHG emission reductions underlying the carbon offset credits. Upon request by the City's Development Services Director or his or her designee, any governmental entity, or any stakeholder,
 - The registry shall provide the following information within a reasonable time period in connection with any carbon offset credit retired by the applicant: (i) the applicable quantification protocol; and (ii) all third-party confirmation or

verification reports issued in connection with the carbon offset credits. Such information shall be sufficient to monitor compliance by the project applicant with this mitigation measure.

- Carbon Offset Credit Performance Standards: The carbon offset credits retired by the applicant for the purpose of mitigating GHG emissions shall represent GHG emission reductions that are real, permanent, additional, quantifiable, verifiable and enforceable. To demonstrate compliance with such requirements, the developer shall provide the following to the City's Development Services Director or his or her designee: (i) the protocol used to quantify and issue such carbon offset credits, (ii) the third party verification report(s) pursuant to which such carbon offset credits were issued, and (iii) the unique serial numbers of the carbon offset credits to be retired to ensure that the offset cannot be further used in any manner. The Development Services Director or his or her designee shall reject any carbon offset credits that do not comply with these requirements, and where reductions are not direct reductions within a confined project boundary or provide opportunities for reversal of the avoided emissions. The Development Services Director or his or her designee shall reject any credits for a project that includes technology or GHG abatement practices that are already widely used.
- Geographic Limitations: The carbon offsets shall be from credit projects developed in the United States. Carbon offset credits resulting from international credit projects shall not be acceptable to satisfy this mitigation measure.
- Enforcement: The permits relating to the project shall be conditioned on achievement of GHG mitigation milestones. The purchase and retirement of carbon offset credits required to mitigate the GHG emissions resulting from the operation of the project shall be a condition of the issuance of a certificate of occupancy, temporary or permanent, for the project and as an issuance for continued operation. Should the City determine that the offset credits are non-compliant with the requirements in this mitigation measure, the City may issue a notice of non-consistency and cease permitting activities and/or stop project operations, until the City determines via an issued public notice that the offsets comply with the aforementioned standards.

Finding: Some of the measures involve project features or operational measures that would serve to reduce project emissions. However, it may not be possible to accomplish the required reduction solely through the design and operation of the project, in which case the use of carbon offsets would be required. Carbon offsets, as purchased through a verified registry, are a feasible and appropriate method to reduce a project's GHG emissions and is recognized by BAAQMD and CARB. Because the project would be required to purchase whatever remaining amount of GHG reduction was required, after exhausting on-site reduction options such as those listed above, the project's GHG emissions would be reduced to a level below the applicable 2030 target. Therefore, implementation of a GHG reduction plan, as set forth in the mitigation measure above, would reduce the project's GHG emissions impact to a less than significant level. (Less than Significant Impact with Mitigation Incorporated)

5. **Hazards and Hazardous Materials:** Contaminated soils have the potential to release chemicals to the environment that could expose construction workers and nearby land uses. The project would demolish the existing buildings, which could release asbestos particles and expose construction workers and nearby residents to harmful levels of asbestos. Additionally, there is an existing well on site. Improper abandonment of wells and septic systems on-site could result in groundwater contamination. With implementation of mitigation measure HAZ-1.1, HAZ 2.1, and HAZ 3.1, these impacts will be reduced to a Less than Significant Impact with Mitigation Incorporated.

MM HAZ-1.1: Prior to issuance of a site grading permit, a corrective action/risk management plan (e.g., remedial action plan, removal action workplan, or Site Management Plan) shall be prepared that reflects the results of the on-site investigations. The corrective action/risk management plan shall describe mitigation measures (e.g., removal of contaminated soil) necessary to protect the health and safety of construction workers, nearby residents, and the environment, and establish appropriate management practices for handling and monitoring of impacted soil that may be encountered during construction activities. The corrective action/risk management plan shall describe protocols for the profiling of soil, if any, planned for off-site disposal. The corrective action/risk management plan should be prepared by an environmental professional and be submitted to an appropriate overseeing regulatory agency (e.g., Water Board, California DTSC, or SCCDEH) for review. Regulatory agency approval shall be obtained prior to commencing earthwork activities in the vicinity of the identified impacted soil. This measure shall be completed under regulatory agency oversight and meet all applicable federal, state, and local laws, regulations, and requirements. Following completion, a report documenting compliance with the provisions of the corrective action/risk management plan and describing the work completed shall be submitted to and approved by the overseeing regulatory agency.

MM HAZ-2.1: Prior to issuance of a demolition permit for onsite structures, the project applicant shall consult with certified Asbestos and/or Lead Risk Assessors to complete and submit for review to the Building Division an asbestos and lead survey. If asbestos-containing materials or lead containing materials are not discovered during the survey, further mitigation related to asbestos-containing materials or lead-containing materials shall not be required. If asbestos containing materials and/or lead-containing materials are discovered by the survey, the project applicant shall prepare a work plan to demonstrate how the on-site asbestos containing materials and/or lead-containing materials shall be removed in accordance with current California Occupational Health and Safety (Cal-OSHA) Administration regulations and disposed of in accordance with all CalEPA regulations, prior to the demolition and/or removal of the on-site structures. The plan shall include the requirement that work shall be conducted by a Cal-OSHA registered asbestos and lead abatement contractor in accordance with Title 8 CCR 1529 and Title 8 CCR 1532.1 regarding asbestos and lead training, engineering controls, and certifications. The applicant shall submit the work plan to the City for review and approval. The City has the right to defer the work plan to the Santa Clara County Department of Environmental Health for additional review. Materials containing more than one (1) percent asbestos that is friable are also

subject to BAAQMD regulations. Removal of materials containing more than one (1) percent friable asbestos shall be completed in accordance with BAAQMD Section 11-2-303.

MM HAZ-3.1: Prior to issuance of a grading permit, the project applicant shall research well records from Valley Water and attempt to locate abandoned wells at the site. If a well is located on site, the project applicant or contractor shall contact Valley Water's Wells Hotline immediately to assist in the identification of abandoned/unregistered wells or structures and help determine the appropriate means of addressing them. If the wells are identified, or subsequently encountered during earthwork activities, the applicant shall obtain a well destruction permit from Valley Water, and the wells shall be properly destroyed in accordance with Valley Water Ordinance 90-1. If septic systems are encountered during earthwork activities, those systems shall be abandoned in accordance with SCCDEH requirements.

Finding: With implementation of MM HAZ1.1 Contaminated soils disturbed during construction have the potential to release chemicals to the environment that could expose construction workers and nearby land uses. With implementation of MM HAZ-2.1 would ensure that hazardous conditions on-site would not create a significant hazard to the public or to the environment. Lastly, with implementation of MM HAZ-3.1, historic wells and septic systems on the site would be destroyed in accordance with Valley Water and SCCDEH requirements and would not result in significant impacts. (Less than Significant Impact with Mitigation Incorporated).

6. **Noise and Vibration:** Project construction would generate vibration levels that could damage adjacent buildings. The project would not result in generation of excessive ground borne vibration or ground borne noise levels. With the implementation of mitigation measure MM NOI-1.1, this impact would be reduced to less than significant.

MM NOI-1.1: To address potential impacts related to vibration, the project shall implement the following vibration controls:

- Prohibit the use of heavy vibration-generating construction equipment within 25 feet of residences. Use a smaller vibratory roller, such as the Caterpillar model CP433E vibratory compactor, when compacting materials within 25 feet of residences to the north and east.
- Avoid dropping heavy equipment within 25 feet of residences. Use alternative methods, where feasible.
- Place operating equipment on the construction site as far as possible from vibration-sensitive receptors.
- Avoid using vibratory rollers or tampers within 25 feet of sensitive uses.
- Modify/design or identify alternative construction methods to reduce vibration levels below the limits.
- The contractor shall alert heavy equipment operators to the close proximity of the adjacent structures so they can exercise extra care.

Finding: Implementation of MM NOI-1.1 would reduce the project's vibration impacts to a less than significant level by ensuring that the minimum amount of vibration-generating equipment is used in proximity of the adjacent residences. (Less than Significant Impact with Mitigation Incorporated)

E. MITIGATION MONITORING AND REPORTING PROGRAM

When making findings, the lead agency must adopt a reporting or monitoring program for the mitigation measures it has adopted or made a condition of project approval to mitigate or avoid significant effects on the environment. The City hereby adopts the MMRP for the project, included as Attachment A to these findings. The mitigation measures identified in the Final EIR and adopted and incorporated into the project will be monitored pursuant to this program.

F. ALTERNATIVES

Pursuant to CEQA Guidelines Section 15126.6, the EIR examined a range of reasonable alternatives to the proposed project that would attain most of the basic project objectives but would avoid or substantially lessen the significant adverse impacts. The City has reviewed the impacts associated with each alternative as compared with the proposed project, and has also considered each alternative's feasibility, considering a range of economic, environmental, social, and legal factors. Overall, the City concludes that the No Project Alternative would be the environmentally superior alternative. However, pursuant to CEQA Guidelines Section 15126.6(e)(2), if the No Project Alternative/No Development Alternative is determined to be environmentally superior, the EIR shall also identify an environmentally superior alternative among the other alternatives. The alternatives considered by the City are summarized as follows.

Option 1. No Project/No Development Alternative, Option 2. No Project/Existing Plan Development Alternative, Option 3. Reduced Footprint – Agricultural Preservation Alternative, and Option 4. No Riparian Encroachment Alternative.

Option 1 - No Project/No Development Alternative is required by CEQA Section 15126.6(e) to allow decision makers to compare the impacts of approving the project with the impacts of not approving the project. The CEQA Guidelines specifically advise that the No Project Alternative is "what would reasonably be expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services." The CEQA Guidelines emphasize that an EIR should take a practical approach, and not "...create and analyze a set of artificial assumptions that would be required to preserve the existing physical environment" (Section 15126.6[e][3][B]).

The No Project/No Development Alternative would not meet any of the project's objectives. The No Project Alternative would not construct a residential development that provides market-rate and age-restricted housing. In conclusion, the No Project/No Development Alternative is an environmentally superior alternative to the proposed project. Because the No Project/No

Development Alternative would not result in any new development on the site, this alternative would avoid all environmental impacts of the project. This alternative would not, however, would not implement the site's General Plan land use designation of Medium Density Residential.

Option 2 - No Project/Developed Under Existing General Plan/Zoning Alternative. Under the No Project – Developed Under Existing General Plan/Zoning Development Alternative, the project site would be developed in conformance with the existing General Plan designation. The site is zoned as Residential Detached Medium Density and has a General Plan designation of Residential Detached Medium, which allows for up to seven dwelling units per acre. The EIR further explains that this option, similar to the proposed project, the No Project – Developed Under Existing General Plan/Zoning Development Alternative would still likely entail development activity across the majority of the project site and result in similar site disturbance. Therefore, the No Project Developed Under Existing General Plan/Zoning Development Alternative Existing Plan Alternative will have impacts similar to the proposed project related to aesthetics, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, and tribal cultural resources. This alternative would also result in significant and unavoidable impacts to Transportation and Agricultural resource and therefore is not an environmentally superior alternative to the proposed project.

Option 3 – Reduced Footprint/Agricultural Preservation Alternative. The purpose of the Reduced Footprint Agricultural Preservation alternative is to reduce the identified impacts to agricultural resources. This Alternative would not include development on farmland and, therefore, would avoid the significant impact to agricultural resources. This alternative would require a reduction of 70 percent of the project units to maintain the same mix of unit types, site layout, and project amenities as the proposed project, but on the 30 percent of the site acreage that is not farmland. To maintain the full unit count on 30 percent of the site acreage would require a substantially more dense residential unit type (i.e., multi-story attached unit housing) than allowed by the current General Plan land use designation, and a substantially revised site layout that avoided the farmland.

This Alternative would avoid the significant and unavoidable agricultural resources impact but would not avoid the significant and unavoidable VMT impact. This alternative could meet most of the project objectives; however, by only achieving 30 percent of the proposed housing units, this alternative would not achieve the project objective of providing market-rate and senior housing to the same degree as the project. Additionally, an agricultural use on this site would be inconsistent with the General Plan land use designation.

Option 4 – No Riparian Encroachment Alternative. Under the No Riparian Encroachment Alternative, project development would occur outside of the 35-foot riparian setback zone to the drainage channel, and therefore, would have a less than significant impact on riparian habitat. This option has the same building out area and will have the similar impacts to transportation and agricultural. However, the New Horizons Planned Development Standards includes a standard requiring no development within the 35-foot riparian setback. The EIR concludes this

alternative is superior, but because the project is conditioned to meet this setback, it is now the same.

New Horizons (Hill – Morgan Hill Devco) Project Proposal and Alternative Options Conclusion

- Among the alternatives that assume some development on the site, the environmentally superior alternative is the Reduced Footprint – Agricultural Preservation Alternative, since this alternative avoids one of the project’s significant and unavoidable impacts. However, this alternative would only partially achieve project objectives and is not consistent with the City General Plan or Zoning Ordinance.

Therefore while Options 1 – 4 were evaluated in addition to the project proposal, the City of Morgan Hill City Council approves the Planned Development as proposed as the superior option.

The proposed project would require the following approvals:

- Certification of the EIR: Certify the New Horizons Hill – Morgan Hill Devco EIR and make environmental findings pursuant to CEQA.
- Zoning Amendment for a Planned Development Master Plan
- Subdivision Map
- Design Permit
- Off-Site Improvement Agreement
- Issuance of Demolition, Grading, Building, and Occupancy Permits
- Encroachment Permit from Valley Water (Sanitary Sewer Modifications)

G. RECIRCULATION NOT REQUIRED

No new or substantial changes to the EIR were proposed as a result of the public comment process. The Final EIR responds to comments and makes only minor technical changes, clarifications or additions to the EIR. The minor changes, clarifications, and additions to the EIR do not identify any new significant impacts or substantial increase in the severity of any environmental impacts. Therefore, recirculation of the EIR is not required.

H. RECORD OF PROCEEDINGS

Various documents and other materials constitute the record of proceedings upon which the City base their findings and decisions contained herein. Documents related to this proposed project are located in the City of Morgan Hill Development Services, 17575 Peak Avenue, Morgan Hill, California 95037.

I. STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA requires the decision-making agency to balance the benefits of a project against its significant and unavoidable impacts when determining whether to approve a project. If the benefits of the project outweigh its unavoidable adverse environmental effects, those effects may be considered acceptable (CEQA Guidelines Section 15093(a)). CEQA requires the agency to state in writing the specific reasons for considering a project acceptable when significant impacts are not avoided or substantially lessened. Those reasons must be based on substantial evidence in the Final EIR or elsewhere in the administrative record (CEQA Guidelines Section 15093(b)). The proposed project would result in significant and unavoidable impacts related to agricultural resources, even after incorporation of mitigation measures MM AG-1.1 and MM AG-1.2, which require a minimum of one acre of agricultural land (1:1 mitigation ratio) to be preserved for each acre of agricultural land changed to a non-agricultural use and acquisition and/or dedication of agricultural conservation easements over approved agricultural mitigation land, or payment to the City of the agricultural preservation in-lieu fee, and VMT, even after incorporation of Mitigation Measure MM TRN-1.1, which requires a financial contribution to the City's on-site demand rideshare service and improving the surrounding pedestrian network by including sidewalks.

The City adopts and makes this Statement of Overriding Considerations regarding the significant unavoidable impacts of the project and the anticipated benefits of the project. The City finds that the project's benefits of providing housing, including BMR units, outweighs the project's significant unavoidable environmental effects.

On balance, the City finds that there are specific considerations associated with the project that serve to override and outweigh the project's significant unavoidable effects. Therefore, pursuant to CEQA Guidelines Section 15093(b), these adverse effects are considered acceptable.

J. SUBSTANTIAL EVIDENCE SUPPORTING FINDINGS

Substantial evidence supporting each and every finding made herein is contained in the Final EIR and record of proceedings. Omission of reference in these findings to any evidence in the EIR and/or record of proceedings is not intended to exclude that evidence as supporting these findings.

In making these findings, the City Council has relied upon the expertise of a variety of independent technical and professional consultants to the City, and the expertise of the City's Staff. The City Council has also carefully considered the evidence submitted by property owners and other interested agencies and individuals. To the extent that evidence consists of expert opinions that differ from the opinions of the City's outside consultants and Staff, at most it represents a disagreement of experts, which is adequately reviewed in the EIR. Based on its review, the City Council has determined that the opinions of its outside consultants and Staff are valid and are hereby accepted. In some instances, the City Council has also relied on the expertise of other agencies who have provided comments on the Draft EIR and other actions related to the Project. To the extent that alternatives or mitigation measures were proposed by other agencies or interested persons that differ from the mitigation adopted herein, the City Council specifically rejects these proposals based on the substantial evidence in the

record supporting the mitigation adopted as sufficient and necessary to mitigate impacts to a less than significant level or to the level that the impacts can feasibly be mitigated.

MITIGATION MONITORING AND REPORTING PROGRAM

Morgan Hill Devco Project

File Numbers: ZA2021-0001/SD2021-0003

August 2024



PREFACE

Section 21081.6 of the California Environmental Quality Act (CEQA) requires a Lead Agency to adopt a Mitigation Monitoring and Reporting Program (MMRP) whenever it approves a project for which measures have been required to mitigate or avoid significant effects on the environment. The purpose of the monitoring and reporting program is to ensure compliance with the mitigation measures during project implementation.

The Environmental Impact Report (EIR) prepared for the Morgan Hill Devco Project concluded that the implementation of the project could result in significant effects on the environment and mitigation measures were incorporated into the proposed project or are required as a condition of project approval. This MMRP addresses those measures in terms of how and when they will be implemented.

This document does *not* discuss those subjects for which the EIR concluded that the impacts from implementation of the project would be less than significant.

I, _____, the applicant, on the behalf of _____, hereby agree to fully implement the Mitigation Measures described below which have been developed in conjunction with the preparation of an EIR for my proposed project. I understand that these mitigation measures or substantially similar measures will be adopted as conditions of approval with my development permit request to avoid or significantly reduce potential environmental impacts to a less than significant level, where feasible.

Project Applicant's Signature _____

Date _____



MITIGATIONS	MONITORING AND REPORTING PROGRAM		
	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
AGRICULTURAL RESOURCES			
Impact AG-1: Conversion of approximately 44 acres of Prime Farmland and approximately five acres of Farmland of Statewide Importance would constitute a significant impact to agricultural resources. (Significant and Unavoidable Impact)			
MM AG-1.1: A minimum of one acre of agricultural land (1:1 mitigation ratio) shall be preserved for each acre of agricultural land changed to a non-agricultural use. The required acreage of area to be protected through an agricultural conservation easement or agricultural preservation in-lieu fee will depend on the measurement of affected area. The area of land designated as Prime Farmland and Farmland of Statewide Importance shall be used for calculating the required mitigation.	To be implemented prior to issuance of building or grading permits, whichever occurs first.	All measures will be required as part of the development permit. All measures will be printed on all construction documents, contracts, and project plans prior to issuance of any grading and/or building permits.	Director of Development Services Department or Director's designee.
MM AG-1.2: Conversion of agricultural land shall require off-setting acquisition and/or dedication of agricultural conservation easements over approved agricultural mitigation land, or payment to the City of the agricultural preservation in-lieu fee, to support agricultural preservation activities. Developer acquisition/dedication of easements shall require the project to pay an agricultural lands preservation program stewardship fee to cover administrative costs and ongoing management and monitoring of the easements. Agricultural mitigation fees shall be required prior to the acceptance of a final parcel or subdivision map, or prior to issuance of building or grading permits. Easement dedication is required prior	To be implemented prior to issuance of building or grading permits, whichever occurs first.	All measures will be required as part of the development permit. All measures will be printed on all construction documents, contracts, and project plans prior to issuance of any grading and/or building permits.	Director of Development Services Department or Director's designee.

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
to issuance of building permits. Agricultural mitigation fees shall be required prior to the acceptance of a final parcel or subdivision map, or prior to issuance of building or grading permits. Easement dedication is required prior to issuance of building permits.			
AIR QUALITY			
Impact AIR-1: Project construction would exceed the Bay Area Air Quality Management District (BAAQMD) significance threshold for reactive organic gases (ROGs). (Less than Significant Impact with Mitigation Incorporated)			
MM AIR-1.1: During project construction, the project applicant shall use “super-compliant” low volatile organic compound (i.e., VOC) coatings that have emissions lower than current BAAQMD requirements (i.e., Regulation 8, Rule 3: Architectural Coatings), for at least 50 percent of all residential interior paints and 50 percent of exterior paints. This includes all architectural coatings applied during both construction and reapplications throughout the project’s operational lifetime. At least 50 percent of coatings applied must meet a “super-compliant” VOC standard of less than 10 grams of VOC per liter of paint. For reapplication of coatings during the project’s operational lifetime, the Declaration of Covenants, Conditions, and Restrictions shall contain a stipulation for low VOC coatings to be used. Examples of “super-compliant” coatings are contained in the South Coast Air Quality Management District’s website.	The applicant is responsible for ensuring the use of super-compliant low VOC coatings during project construction, as described in MM AIR-1.1.	All measures will be required as part of the development permit. All measures will be printed on all construction documents, contracts, and project plans prior to issuance of any grading and/or building permits.	Director of Development Services Department or Director’s designee.
Impact AIR-2: The project would exceed the BAAQMD single-source significance threshold for cancer risks at the maximally exposed individuals (MEI) location during construction. (Less than Significant Impact with Mitigation Incorporated)			
MM AIR-2.1: Prior to issuance of any demolition, grading, and/or building permits (whichever occurs earliest), the project applicant shall submit a construction operations	To be implemented prior to issuance of demolition,	All measures will be required as part of the development permit. All measures will be	Director of Development Services Department or Director’s designee.

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
plan to the Development Services Director that reduces diesel particulate matter emissions by 50 percent such that increased cancer risk and annual PM_{2.5} concentrations would be reduced below TAC significance levels. The plan shall include the following: 1. 60 percent of all construction equipment larger than 25 horsepower used at the site for more than two continuous days or 20 hours total shall meet U.S. EPA Tier 4 emission standards and the remaining 40 percent shall meet U.S. EPA Tier 3 emission standards, if feasible, otherwise, • If use of Tier 4 equipment is not available, alternatively use equipment that meets U.S. EPA emission standards for Tier 3 engines and include particulate matter emissions control equivalent to CARB verifiable diesel emission control devices that altogether achieve a 50 percent reduction in particulate matter exhaust in comparison to uncontrolled equipment. Alternatively, or in combination, • Use of electrical or non-diesel equipment with lower particulate matter emissions that meet the PM reduction requirements above. 2. Alternatively, the applicant may develop another construction operations plan demonstrating that the construction equipment used on-site would achieve a reduction in construction diesel particulate matter emissions by 50 percent or greater. Elements of the plan could include a combination of some of the following measures:	grading, or building permits, whichever occurs first. The applicant is responsible for preparing a construction operations plan and submitting it to the City for review, as described in MM AIR-2.1.	printed on all construction documents, contracts, and project plans prior to issuance of any grading and/or building permits.	

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
• Implementation of No. 1 above to use 60 percent Tier 4 and 40 percent Tier 3 or alternatively fueled equipment, • Installation of electric power lines during early construction phases to avoid use of diesel generators and compressors, • Use of electrically-powered equipment, • Forklifts and aerial lifts used for exterior and interior building construction shall be electric or propane/natural gas powered, • Change in construction build-out plans to lengthen phases, and • Implementation of different building techniques that result in less diesel equipment usage.			
BIOLOGICAL RESOURCES			
Impact BIO-1: The project could disturb nesting bird activity during construction. (Less than Significant Impact with Mitigation Incorporated)			
MM BIO-1.1: To the extent feasible, construction activities shall be scheduled to avoid the nesting season. If construction activities are scheduled to take place outside the nesting season, all impacts to nesting birds protected under the MBTA and California Fish and Game Code will be avoided. The nesting season for most birds in Santa Clara County extends from February 1 through August 31, inclusive. If construction activities and/or tree removal cannot be scheduled to occur between September 1 and January 31, preconstruction surveys for nesting birds shall be conducted by a qualified biologist or ornithologist to ensure that no nests will be disturbed during project	The applicant is responsible for ensuring construction activities avoid nesting birds. The applicant is responsible for having a qualified biologist perform a pre-construction survey prior to construction and implementing buffer zones, if required, as described in MM BIO-1.1.	All measures will be required as part of the development permit. All measures will be printed on all construction documents, contracts, and project plans prior to issuance of any grading and/or building permits.	Director of Development Services Department or Director's designee.

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
implementation. These surveys shall be conducted no more than seven days prior to the initiation of demolition or construction activities including tree removal and pruning. During this survey, the ornithologist will inspect all trees and other potential nesting habitats (e.g., trees, shrubs, ruderal grasslands, buildings) in and immediately adjacent to the impact areas for nests. If an active nest is found sufficiently close to work areas to be disturbed by these activities, the ornithologist will determine the extent of a construction-free buffer zone to be established around the nest (typically 300 feet for raptors and 100 feet for other species), to ensure that no nests of species protected by the MBTA and California Fish and Game Code will be disturbed during project implementation. The written report shall indicate the results of the survey, a map of identified active nests, and any designated buffer zones or other protective measures to be implemented with the project.	Prior to the onset of ground disturbance, a report summarizing the results of the survey and any protective measures shall be submitted by the applicant to the City.		
Impact BIO-2: The project could impact burrowing owl habitat or individuals during construction. (Less than Significant Impact with Mitigation Incorporated)			
MM BIO-2.1: Preconstruction surveys for burrowing owls shall be conducted prior to the initiation of construction activities within suitable burrowing owl roosting habitat (i.e., ruderal grassland habitat or agricultural lands with burrows of California ground squirrels), or within 250 feet of this habitat. During the initial site visit, a qualified biologist shall survey the entire project site and areas within 250 feet by walking transects with centerlines no more than 50 feet apart to ensure complete visual coverage and look for suitable burrows that could be used by burrowing owls. If no suitable burrows are present, no additional surveys are required. If suitable burrows are determined to be present within 250 feet of	The applicant is responsible for ensuring construction activities avoid burrowing owls to the extent feasible. The applicant is responsible for ensuring pre-construction surveys are completed by a qualified biologist and ensuring any construction buffer zone is implemented	All measures will be required as part of the development permit. All measures will be printed on all construction documents, contracts, and project plans prior to issuance of any grading and/or building permits.	Director of Development Services Department or Director's designee.

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
the project impact areas, a qualified biologist shall conduct a second survey to determine whether owls are present in areas where they could be affected by proposed activities. The surveys shall last a minimum of three hours, beginning one hour before sunrise and continuing until two hours after sunrise, or beginning two hours before sunset and continuing until one hour after sunset. The first survey may occur up to 14 days prior to the start of construction activities in any given area, and the second survey shall be conducted within two days prior to the start of construction activities. The report indicating the result of the surveys and any designated buffer zones shall be submitted to the satisfaction of the Development Services Director or Director's designee prior to initiation of construction activities. • If burrowing owls are detected during the pre-activity survey, a 250-foot buffer, within which no newly initiated construction-related activities will be permissible, shall be maintained between construction activities and occupied burrows. Though highly unlikely, owls present between February 1 and September 8 will be assumed to be nesting, and the 250-foot protected areas shall remain in effect until September 8, or until the burrow is no longer occupied, whichever occurs first. • If maintaining a 250-foot buffer around active owl burrows is not feasible, the buffer may be reduced if (1) the individual or nest is not disturbed, and (2) the contractor develops an avoidance, minimization, and monitoring plan that shall be reviewed and approved by the CDFW and USFWS prior to project construction. The plan shall include the following measures:	and maintained during construction activities, as described in MM BIO-2.1. If burrowing owls are present during non-breeding season and passive relocation is unavoidable, the applicant is responsible for having a qualified biologist prepare and implement an avoidance, minimization, and monitoring plan, as described in MM BIO-2.1. Prior to the onset of ground disturbance, a report summarizing the results of the survey and any protective measures shall be submitted by the applicant to the City.		

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
○ A qualified biologist shall monitor the owls for at least three days prior to construction as well as during construction. ○ If the biologist observes no change in the owls' nesting or foraging behavior, construction activities may proceed. ○ If changes in the owls' behavior as a result of work activities are observed, activities shall cease within 250 feet of the active burrow location(s). Work activities may resume when the burrows are no longer occupied. ○ If monitoring indicates that the burrow is no longer in use by owls, the disturbance-free buffer may be removed.			
Impact BIO-3: The project could impact roosting bats during construction. (Less than Significant Impact with Mitigation Incorporated)			
MM BIO-3.1: A pre-activity survey for day-roosting bats shall be conducted prior to the onset of demolition of existing buildings or ground-disturbing activities within 100 feet of existing buildings. A qualified biologist will conduct a survey for evidence of bat use within suitable habitat. If evidence of use is observed, but the biologist is unable to determine whether or not the roost is occupied at that time, a dusk acoustic survey may be necessary to determine if bats are present and to identify the specific location of any bat colony. If no active bat day roost is located, no further measures are necessary. The report indicating the result of the survey shall be submitted to the satisfaction of the Development Services Director or Director's designee prior to initiation of construction activities (demolition or ground-disturbing activities). If an active day roost is located during the maternity season (March 15 to July 31), the biologist will attempt to determine whether the roost is occupied by nonbreeding	The applicant is responsible for ensuring construction activities avoid roosting bats to the extent feasible. The applicant is responsible for ensuring pre-activity surveys are completed by a qualified biologist and ensuring any construction buffer zone is implemented and maintained during construction activities, as described in MM BIO-3.1. If burrowing owls are present during non-breeding season	All measures will be required as part of the development permit. All measures will be printed on all construction documents, contracts, and project plans prior to issuance of any grading and/or building permits.	Director of Development Services Department or Director's designee.

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
bats (e.g., a bachelor roost consisting of males) or whether the roost is occupied by females with young. If females with young are present, a disturbance-free buffer zone (determined by a qualified bat biologist) shall be implemented until July 31, or until the young are able to fly independently (whichever occurs first). If a non-maternity roost is present during the maternity season, or during the nonmaternity season, the individuals shall be safely evicted between August 1 and October 15 or between February 15 and March 16 under the supervision of, and following eviction methods developed by, a qualified biologist. Demolition or construction can begin after the bats have been evicted.	and passive relocation is unavoidable, the applicant is responsible for having a qualified biologist evict the bats, as described in MM BIO-3.1 Prior to the onset of ground disturbance, a report summarizing the results of the survey and any protective measures shall be submitted by the applicant to the City.		
Impact BIO-4: The project could impact monarch butterfly eggs, larvae, or pupae during construction. (Less than Significant Impact with Mitigation Incorporated)			
MM BIO-4.1: In the San Francisco Bay area, monarch butterflies may begin laying eggs as early as March, and the last generation of the year hatches in September and October. Therefore, if milkweed plants are impacted from November through February, they are not expected to support eggs, larvae, or pupae, and no measures are necessary for project activities during the period November 1 through the end of February. • Prior to disturbance of any vegetated habitat that could support milkweed during the period March 1 through October 31, surveys shall be performed for the species' larval host plants. This survey shall occur within 2 weeks prior to the start of construction. A qualified biologist will survey the project impact areas, as well as surrounding areas within 50 feet (to the extent access allows), to	The applicant is responsible for ensuring construction activities avoid monarch butterflies to the extent feasible. The applicant is responsible for ensuring surveys are completed by a qualified biologist and ensuring any construction buffer zone is implemented and maintained during construction activities, as described in MM BIO-4.1.	All measures will be required as part of the development permit. All measures will be printed on all construction documents, contracts, and project plans prior to issuance of any grading and/or building permits.	Director of Development Services Department or Director's designee.

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
identify any larval host plants. Any detected host plants shall be checked for eggs, larvae, or pupae. If no host plants are detected, or if no monarch eggs, larvae, or pupae are detected on those plants, no further action will be necessary. The report indicating the result of the survey shall be submitted to the satisfaction of the Development Services Director or Director's designee prior to initiation of construction activities. • If monarch eggs, larvae, or pupae are detected, one of the following measures will be implemented: ○ They will be protected by establishing a buffer zone around individual plants or populations. The buffer zone will be determined by a qualified biologist to avoid direct and indirect impacts (such as dust mobilization onto plants) on the monarchs and the plants on which eggs, larvae, or pupae occur. Project personnel and equipment shall not operate within such areas. All avoided larval host plants shall be clearly marked in the field with fencing or flagging. The buffer zone shall remain in place until monarchs are no longer present on those plants. ○ If larvae are detected within the survey area and impacts to the plants supporting those individuals cannot be delayed until the emergence of individual butterflies as adults, a qualified biologist may relocate larvae to milkweed plants more than 50 feet outside the impact area, if those milkweeds are not already occupied by monarch eggs or larvae.	If larvae are present and host plants are unavoidable during construction, the applicant is responsible for having a qualified biologist relocate the larvae, as described in MM BIO-4.1. Prior to the onset of ground disturbance, a report summarizing the results of the survey and any protective measures shall be submitted by the applicant to the City.		

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
Alternatively, raising monarch butterflies in captivity is feasible, and eggs, larvae, or pupae that cannot be avoided could be raised to maturity in captivity and then released into habitat having suitable nectar sources. Only a qualified biologist shall handle or raise monarchs. If the monarch butterfly is listed (e.g., under FESA) prior to implementation of these measures, appropriate approval from the USFWS would be necessary to handle or relocate monarchs, or to raise them in captivity.			
Impact BIO-5: The project would result in riparian encroachment that would constitute a significant impact. (Less than Significant Impact with Mitigation Incorporated)			
MM BIO-5.1: Compensate for new urban development within setback. If a riparian setback exception is granted to the project, the project will introduce 0.18-acre of new urban development encroaching into the riparian setback. To compensate for this degradation of setback functions in the area, the project shall restore native riparian habitat at a 2:1 (restored area to impacted area) ratio, on an acreage basis, within other planned open space areas in the riparian setbacks. Native herbaceous plant species appropriate to the local area such as deergrass and narrow leaf milkweed shall be planted within the creek bottom and slopes. Native trees and shrubs appropriate to the local area such as coast live oak and coyote brush shall be planted and maintained to provide additional wildlife habitat adjacent to Tennant Creek. Coordinate with Valley Water to determine whether any woody vegetation can be planted within the banks of the creek or whether it would need to be installed above the top of bank, in order to ensure flood flows are not impeded by vegetation in the channel. A	To be implemented prior to the onset of ground disturbing activities. The applicant is responsible for coordinating with Valley Water to and working with a qualified restoration ecologist to develop a riparian setback enhancement and monitoring plan. The plan shall be submitted by the applicant to the City and Santa Clara Valley Habitat Agency.	All measures will be required as part of the development permit. All measures will be printed on all construction documents, contracts, and project plans prior to issuance of any grading and/or building permits.	Director of Development Services Department or Director's designee, Valley Water, and Santa Clara Valley Habitat Agency.

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
qualified restoration ecologist shall develop a riparian setback enhancement and monitoring plan, which will contain the following components: • Goal of the restoration to achieve no net loss of habitat functions and values; • Restoration design (planting plan, soil amendments and other site preparation elements as appropriate, maintenance plan, and remedial measures/adaptive management); • Monitoring plan (including final and performance criteria, monitoring methods, data analysis, reporting requirements, monitoring schedule, etc.). At a minimum, success criteria will include elimination of non-native woody species from within the enhancement area and establishment of native trees and shrubs; and • Contingency plan for mitigation elements that do not meet performance or final success criteria. The plan shall be approved by the City of Morgan Hill and the Santa Clara Valley Habitat Agency prior to initiation of impacts to currently undeveloped habitat within the riparian setback.			
CULTURAL RESOURCES			
Impact CUL-1: Ground-disturbing construction activities could result in impacts to archaeological resources. (Less than Significant Impact with Mitigation Incorporated)			
MM CUL-1.1: A moderate potential exists for unrecorded historic-period archaeological resources to be within the project area. The developer shall enter into written contracts with an archaeologist and the Tamien Nation Tribe, and pay all fees associated with the activities required by this Mitigation Measure. The following policies and procedures for treatment and disposition of	To be implemented by a qualified archaeologist prior to the onset of ground disturbance and during project demolition, grading, and construction activities	All measures will be required as part of the development permit. All measures will be printed on all construction documents, contracts, and project plans prior to issuance	Director of Development Services Department or Director's designee.

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
inadvertently discovered human remains or archaeological materials shall apply: (a) Prior to the start of grading or earthmoving activity on the “first day of construction,” the archaeologist and Tribal Monitor shall hold a pre-construction meeting for the purposes of “cultural sensitivity training” with the general contractor or subcontractors. (b) A Tamien Nation Tribal Monitor shall be present on-site to monitor all ground-disturbing activities and an archaeologist shall be on-call. Where historical or archaeological artifacts are found, work in areas where remains or artifacts are found will be restricted or stopped until proper protocols are met, as described below: 1. Work at the location of the find shall halt immediately within 50 feet of the find. If an archaeologist is not present at the time of the discovery, the applicant shall contact an archaeologist for evaluation of the find to determine whether it qualifies as a unique archaeological resource as defined by this chapter; 2. If the find is determined not to be a Unique Archaeological resource, construction can continue. The archaeologist shall prepare a brief informal memo/letter in collaboration with a tribal representative that describes and assesses the significance of the resource, including a		of any grading and/or building permits.	

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
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discussion of the methods used to determine significance for the find; 3. If the find appears significant and to qualify as a unique archaeological resource, the archaeologist shall determine if the resource can be avoided and shall detail avoidance procedures in a formal memo/letter; and 4. If the resource cannot be avoided, the archaeologist in collaboration with a tribal representative shall develop within forty-eight hours an action plan to avoid or minimize impacts. The field crew shall not proceed until the action plan is approved by the City's Development Services Director or Director's designee. The action plan shall be in conformance with California Public Resources Code 21083.2. An archaeologist shall be on-call during ground disturbing activities. Where historical or archaeological artifacts are found, work in areas where remains or artifacts are found will be restricted or stopped until proper protocols are met, as described below. (c) The following policies and procedures for treatment and disposition of inadvertently discovered human remains or archaeological materials shall apply. If human remains are discovered, it is probable they are the remains of Native Americans. 1. If human remains are encountered, they shall be treated with dignity and respect as due to			

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
them. Discovery of Native American remains is a very sensitive issue and serious concern. Information about such a discovery shall be held in confidence by all project personnel on a need-to-know basis. The rights of Native Americans to practice ceremonial observances on sites, in labs, and around artifacts shall be upheld. 2. Remains should not be held by human hands. Surgical gloves should be worn if remains need to be handled. 3. Surgical masks should also be worn to prevent exposure to pathogens that may be associated with the remains. (d) In the event that known or suspected Native American remains are encountered, or significant historic or archaeological materials are discovered, ground-disturbing activities shall be immediately stopped. Examples of significant historic or archaeological materials include, but are not limited to, concentrations of historic artifacts (e.g., bottles, ceramics) or prehistoric artifacts (chipped chert or obsidian, arrow points, ground stone mortars and pestles), culturally altered ash stained midden soils associated with pre-contact Native American habitation sites, concentrations of fire-altered rock and/or burned or charred organic materials and historic structure remains such as stone lined building foundations, wells, or privy pits. Ground-disturbing project activities may continue in other areas that are outside the exclusion zone as defined below.			

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
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(e) An “exclusion zone” where unauthorized equipment and personnel are not permitted shall be established (e.g., taped off) around the discovery area plus a reasonable buffer zone by the contractor foreman or authorized representative, or party who made the discovery and initiated these protocols, or if on-site at the time of discovery, by the monitoring archaeologist and tribal representative (typically 25 to 50 feet for single burial or archaeological finds). (f) The discovery locale shall be secured (e.g., 24-hour surveillance) as directed by the City or County if considered prudent to avoid further disturbances. (g) The contractor foreman or authorized representative, or party who made the discovery and initiated these protocols shall be responsible for immediately contacting by telephone the parties listed below to report the find and initiate the consultation process for treatment and disposition: • The City of Morgan Hill Development Services Director (408) 779-7247 • The Contractor’s Point(s) of Contact • The Coroner of the County of Santa Clara (if human remains found) (408) 793-1900 • The Native American Heritage Commission (NAHC) in Sacramento (916) 653-4082 • The Amah Mutsun Tribal Band (916) 481-5785 (H) or (916) 743-5833 (C) • The Tamien Nation (707) 295-4011 (office) and (925) 336-5359 (THPO)			

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
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(h) The Coroner has two working days to examine the remains after being notified of the discovery. If the remains are Native American, the Coroner has 24 hours to notify the NAHC. (i) The NAHC is responsible for identifying and immediately notifying the Most Likely Descendant (MLD). (Note: NAHC policy holds that the Native American Monitor will not be designated as the MLD). (j) Within 24 hours of their notification by the NAHC, the MLD will be granted permission to inspect the discovery site if they so choose. (k) Within 24 hours of their notification by the NAHC, the MLD may recommend to the City's Development Services Director or Director's designee, the recommended means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The recommendation may include the scientific removal and non-destructive or destructive analysis of human remains and items associated with Native American burials. Only those osteological analyses or DNA analyses recommended by the appropriate tribe may be considered and carried out. (i) If the MLD recommendation is rejected by the City of Morgan Hill, the parties will attempt to mediate the disagreement with the NAHC. If mediation fails, then the remains and all associated grave offerings shall be reburied with appropriate dignity on the property in a location not subject to further subsurface disturbance.			

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
MM CUL-1.2: The project applicant shall note on any plans that require ground disturbing excavation that there is a potential for exposing buried cultural resources including prehistoric Native American burials. Any archaeological site information supplied to the Contractor Foreman or authorized representative shall be considered confidential. Information on the project plans shall be verified by the City's Development Services Director or Director's designee prior to issuance of a grading permit or any building permit.	To be implemented by the project applicant prior to issuance of any grading and/or building permit, whichever occurs first.	All measures will be required as part of the development permit. All measures will be printed on all construction documents, contracts, and project plans prior to issuance of any grading and/or building permits.	Director of Development Services Department or Director's designee.
GREENHOUSE GAS EMISSIONS			
Impact GHG-1: T The project would exceed the BAAQMD annual emissions bright-line threshold and service population threshold for greenhouse gas (GHG) emissions. (Less than Significant Impact with Mitigation Incorporated)			
MM GHG-1.1: Prior to issuance of grading permits on the project, the project applicant shall submit and implement a GHG reduction plan to the Development Services Director or Director's designee that reduces the project's operational GHG emissions in 2028 by 841 MT CO ₂ e/year. The GHG reduction plan shall be implemented until the City adopts its GHG reduction plan consistent with the State's interim 2030 GHG emissions reduction target of 40 percent below 1990 levels. All feasible project design and operational measures shall be implemented prior to the purchase of credits. The GHG reduction plan shall include a combination of the measures listed below to reduce project GHG impacts: • Implementation of a transportation demand management (TDM) program to reduce mobile GHG emissions; • Installation of solar power systems or other renewable electric generating systems that provide electricity to power on-site equipment and possibly provide excess electric power;	To be implemented prior to issuance of building or grading permits, whichever occurs first.	All measures will be required as part of the development permit. All measures will be printed on all construction documents, contracts, and project plans prior to issuance of any grading and/or building permits.	Director of Development Services Department or Director's designee.

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
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• Provide infrastructure for electric vehicle charging in residential units and parking areas (i.e., provide 220 VAC power); • Increase water conservation above State average conditions for residential uses by installing low flow water utilities and irrigation; and • Purchase verifiable carbon emission offsets that meet all of the following standards: ○ Registry Performance Standards: The registry shall account for and quantify emission reductions using clear and defined standards and incorporating recognized principles of GHG emissions reduction accounting, including those set forth in the ISO 14064 and the WRI/WBCSD Greenhouse Gas Protocol for Project Accounting: ▪ The registry shall use clear information sufficient for reviewers to assess credibility of GHG emission reductions underlying the carbon offset credits. Upon request by the City's Development Services Director or his or her designee, any governmental entity, or any stakeholder, ▪ The registry shall provide the following information within a reasonable time period in connection with any carbon offset credit retired by the applicant: (i) the applicable quantification protocol; and (ii) all third-party confirmation or			

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verification reports issued in connection with the carbon offset credits. Such information shall be sufficient to monitor compliance by the project applicant with this mitigation measure. Carbon Offset Credit Performance Standards: The carbon offset credits retired by the applicant for the purpose of mitigating GHG emissions shall represent GHG emission reductions that are real, permanent, additional, quantifiable, verifiable and enforceable. To demonstrate compliance with such requirements, the developer shall provide the following to the City's Development Services Director or his or her designee: (i) the protocol used to quantify and issue such carbon offset credits, (ii) the third-party verification report(s) pursuant to which such carbon offset credits were issued, and (iii) the unique serial numbers of the carbon offset credits to be retired to ensure that the offset cannot be further used in any manner. The Development Services Director or his or her designee shall reject any carbon offset credits that do			

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not comply with these requirements, and where reductions are not direct reductions within a confined project boundary or provide opportunities for reversal of the avoided emissions. The Development Services Director or his or her designee shall reject any credits for a project that includes technology or GHG abatement practices that are already widely used. ▪ Geographic Limitations: The carbon offsets shall be from credit projects developed in the United States. Carbon offset credits resulting from international credit projects shall not be acceptable to satisfy this mitigation measure. ○ Enforcement: The permits relating to the project shall be conditioned on achievement of GHG mitigation milestones. The purchase and retirement of carbon offset credits required to mitigate the GHG emissions resulting from the operation of the project shall be a condition of the issuance of a certificate of occupancy, temporary or permanent, for the project and as an issuance for continued operation. Should the City determine that the offset credits are non-compliant with the requirements in this mitigation measure, the City may issue a			

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notice of non-consistency and cease permitting activities and/or stop project operations, until the City determines via an issued public notice that the offsets comply with the aforementioned standards.			
HAZARDS AND HAZARDOUS MATERIALS			
Impact HAZ-1: Contaminated soils have the potential to release chemicals to the environment that could expose construction workers and nearby land uses. (Less than Significant Impact with Mitigation Incorporated)			
MM HAZ-1.1: Prior to issuance of a site grading permit, a corrective action/risk management plan (e.g., remedial action plan, removal action workplan, or Site Management Plan) shall be prepared that reflects the results of the on-site investigations. The corrective action/risk management plan shall describe mitigation measures (e.g., removal of contaminated soil) necessary to protect the health and safety of construction workers, nearby residents, and the environment, and establish appropriate management practices for handling and monitoring of impacted soil that may be encountered during construction activities. The corrective action/risk management plan shall describe protocols for the profiling of soil, if any, planned for off-site disposal. The corrective action/risk management plan should be prepared by an environmental professional and be submitted to an appropriate overseeing regulatory agency (e.g., Water Board, California DTSC, or SCCDEH) for review. Regulatory agency approval shall be obtained prior to commencing earthwork activities in the vicinity of the identified impacted soil. This measure shall be completed under regulatory agency oversight and meet all applicable federal, state, and local laws, regulations, and requirements. Following completion, a report	To be implemented by the project applicant prior to issuance of a grading permit. The applicant is responsible for ensuring a corrective action/risk management plan is prepared by a qualified environmental professional, as described in MM HAZ-1.1. The plan shall be submitted to the City and to the Water Board, California DTSC, or SCCDEH.	All measures will be required as part of the development permit. All measures will be printed on all construction documents, contracts, and project plans prior to issuance of any grading and/or building permits.	Director of Development Services Department or Director's designee, and Water Board, California DTSC, or SCCDEH.

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	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
documenting compliance with the provisions of the corrective action/risk management plan and describing the work completed shall be submitted to and approved by the overseeing regulatory agency.			
Impact HAZ-2: The project would demolish the existing buildings, which could release asbestos particles and expose construction workers and nearby residents to harmful levels of asbestos. (Less than Significant Impact with Mitigation Incorporated)			
MM HAZ-2.1: Prior to issuance of a demolition permit for on-site structures, the project applicant shall consult with certified Asbestos and/or Lead Risk Assessors to complete and submit for review to the Building Division an asbestos and lead survey. If asbestos-containing materials or lead-containing materials are not discovered during the survey, further mitigation related to asbestos-containing materials or lead-containing materials shall not be required. If asbestos-containing materials and/or lead-containing materials are discovered by the survey, the project applicant shall prepare a work plan to demonstrate how the on-site asbestos-containing materials and/or lead-containing materials shall be removed in accordance with current California Occupational Health and Safety (Cal-OSHA) Administration regulations and disposed of in accordance with all CalEPA regulations, prior to the demolition and/or removal of the on-site structures. The plan shall include the requirement that work shall be conducted by a Cal-OSHA registered asbestos and lead abatement contractor in accordance with Title 8 CCR1529 and Title 8 CCR 1532.1 regarding asbestos and lead training, engineering controls, and certifications. The applicant shall submit the work plan to the City for review and approval. The City has the right to defer the work plan to the Santa Clara County Department of Environmental Health for additional review. Materials containing more than one (1) percent asbestos that is friable are also	To be implemented by the project applicant prior to issuance of a demolition permit. The applicant is responsible for ensuring an asbestos and lead survey is completed by a certified assessor as described in MM HAZ-2.1. If asbestos-containing materials and/or lead-containing materials are determined to be present, the project applicant shall prepare a work plan for removal of the materials in accordance with Cal-OSHA, as described in MM HAZ-2.1. A report summarizing the results of the survey and the work plan shall be submitted by the applicant to the City.	All measures will be required as part of the development permit. All measures will be printed on all construction documents, contracts, and project plans prior to issuance of grading permits.	Santa Clara County Department of Environmental Health and Director of the Development Services Department.

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
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subject to BAAQMD regulations. Removal of materials containing more than one (1) percent friable asbestos shall be completed in accordance with BAAQMD Section 11-2-303.			
Impact HAZ-3: Improper abandonment of wells and septic systems on-site could result in groundwater contamination. (Less than Significant Impact with Mitigation Incorporated)			
MM HAZ-3.1: Prior to issuance of a grading permit, the project applicant shall research well records from Valley Water and attempt to locate abandoned wells at the site. If a well is located on site, the project applicant or contractor shall contact Valley Water's Wells Hotline immediately to assist in the identification of abandoned/unregistered wells or structures and help determine the appropriate means of addressing them. If the wells are identified, or subsequently encountered during earthwork activities, the applicant shall obtain a well destruction permit from Valley Water, and the wells shall be properly destroyed in accordance with Valley Water Ordinance 90-1. If septic systems are encountered during earthwork activities, those systems shall be abandoned in accordance with SCCDEH requirements.	To be implemented by the project applicant prior to issuance of a grading permit.	All measures will be required as part of the development permit. All measures will be printed on all construction documents, contracts, and project plans prior to issuance of grading permits.	Director of Development Services Department or Director's designee, and Santa Clara County Department of Environmental Health.
NOISE AND VIBRATION			
Impact NOI-1: Project construction would generate vibration levels that could damage adjacent buildings. The project would not result in generation of excessive groundborne vibration or groundborne noise levels. (Less than Significant Impact with Mitigation Incorporated)			
MM NOI-1.1: To address potential impacts related to vibration, the project shall implement the following vibration controls: Prohibit the use of heavy vibration-generating construction equipment within 25 feet of residences. Use a smaller vibratory roller, such as the Caterpillar model CP433E vibratory	To be implemented by the project applicant during construction.	All measures will be required as part of the development permit. All measures will be printed on all construction documents, contracts, and project plans prior to issuance of grading permits.	Director of Development Services Department or Director's designee.

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
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compactor, when compacting materials within 25 feet of residences to the north and east. • Avoid dropping heavy equipment within 25 feet of residences. Use alternative methods, where feasible. • Place operating equipment on the construction site as far as possible from vibration-sensitive receptors. • Avoid using vibratory rollers or tampers within 25 feet of sensitive uses. • Modify/design or identify alternative construction methods to reduce vibration levels below the limits. • The contractor shall alert heavy equipment operators to the close proximity of the adjacent structures so they can exercise extra care.			
TRANSPORTATION			
Impact TRN-1: The project would generate 33.25 vehicle miles traveled (VMT) daily per capita, exceeding the threshold of 20.94 VMT per capita. (Significant and Unavoidable Impact)			
MM TRN-1.1: The project applicant shall develop and implement a Transportation Demand Management (TDM) plan which targets a reduction in residential vehicle trips to and from the site. The TDM plan shall be prepared by a qualified traffic consultant and in coordination with the City of Morgan Hill Development Services Director or Designee. The TDM plan shall quantify the reduction in VMT. The TDM plan shall require the following measures: • Prior to project occupancy, the project applicant shall make a financial contribution to the City's on-site demand rideshare service (MoGo), as a	To be implemented by the project applicant prior to issuance of an occupancy permit.	All measures will be required as part of the development permit. All measures will be printed on all construction documents, contracts, and project plans prior to issuance of grading permits.	Director of Development Services Department or Director's designee.

MITIGATIONS	MONITORING AND REPORTING PROGRAM		
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one-time or annual financial contribution based on City's approval; OR During project operations, the management entity/homeowners association shall provide fully (100 percent) subsidized annual VTA transit passes for all project homeowners (a maximum of one transit subsidy per residential unit, equivalent to 364 transit passes per year). This subsidized transit program shall be approved by the City of Morgan Hill's Public Services Director prior to issuance of occupancy.			

Source: City of Morgan Hill. *Morgan Hill Devco Residential Project EIR*. November 2023.

ORDINANCE NO. _____, NEW SERIES

**AN ORDINANCE OF THE CITY OF MORGAN HILL
APPROVING A ZONING AMENDMENT FOR A PLANNED
DEVELOPMENT AND ASSOCIATED MASTER PLAN
(ZA2021-0001) FOR A 69.43-ACRE SITE LOCATED AT THE
NORTHEAST QUADRANT OF HILL ROAD AND
BARRETT AVENUE (APN: 817-20-031)**

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

SECTION 1. The proposed amendment is consistent with the General Plan, Zoning Code, and any applicable specific plan or area plan adopted by the City Council.

The project complies with the allowed density range for units on the site in accordance with the General Plan. The Planned Development is consistent with but not limited to the following General Plan Policies: Policy CNF 6.4, Policy CNF-6. A, Policy CNF 8.7, Policy CNF 8.11, Policy CNF 9.1, Policy CNF 10.4, Policy CNF10.5, Policy CNF 11.3, Policy CNF 11.5, Policy HC-3.14, Policy NRE-5.5, Policy NRE5.6, and NRE4.11. The Planned Development Standards require new development to meet the Residential Development Design and Development Standards and will be consistent with the intent of the underlying zoning designation.

SECTION 2. The proposed development is superior to the development that could occur under the standards applicable in the existing zoning district.

This PD Master Plan includes a range of unit types and lot sizes while maintaining the allowable density for the land use designation.

SECTION 3. The proposed project will provide a substantial public benefit(s) as defined in the Municipal Code. The public benefit provided shall be of sufficient value as determined by the Planning Commission to justify deviation from the standards of the zoning district that currently applies to the property.

The PD Master Plan provides 4-acres of outdoor common open space which is more than double the requirement for new development per the municipal code. The minimum roadway improvement for the Hill Road and Barrett Avenue intersection is a four-way signalized intersection. As written in the PD standards, the roundabout enhancement to the Hill and Barrett intersection will go above the required minimum improvement. Therefore, this PD with Master Plan is consistent in providing a substantial public benefit.

SECTION 4. The Site for the proposed development is adequate in size and shape to accommodate proposed land uses.

The PD Master Plan has been reviewed for design, location, shape, size, and uses proposed and has been determined to be suitable and compliant with the vision of residential at this location with the addition of neighborhood parks and trail connectivity.

SECTION 5. Adequate transportation facilities, infrastructure, and public services exist or will be provided to serve the proposed development.

The project is consistent with the policies of the City's General Plan to improve sidewalk connectivity and expand pedestrian opportunities. The City's Bikeways, Trails, Parks and Recreation Master Plan, adopted in July 2017, establishes goals, policies, and actions to facilitate bicycling and designates bicycle lanes along many City streets.

Senate Bill (SB) 743 establishes criteria for determining the significance of transportation impacts using a VMT metric intended to promote the reduction of GHG emissions, the development of multimodal transportation networks, and a diversity of land uses. Specifically, SB 743 requires analysis of VMT in determining the significance of transportation impacts.

The Morgan Hill citywide average daily VMT per capita is currently 24.64. OPR recommends an impact threshold of 15 percent below the existing VMT levels for residential land uses, which equates to 20.94 VMT per capita. The project is estimated to generate 33.25 VMT daily per capita, which would exceed the City's impact threshold. The project would result in a significant VMT impact on the transportation system. The project applicant would need to implement VMT reduction measures to achieve a 37 percent reduction in its VMT per capita for the proposed project to reduce the project's VMT impact to a less than significant level (below 20.94 VMT daily per capita). However, the maximum reduction possible is anticipated to reduce daily per capita VMT to only 29.55. The project's VMT per capita could be reduced to 29.55 with the implementation of the Travel Demand Management (TDM) strategies, included as mitigation measures of the EIR and a Statement of Overriding Considerations prepared as part of the Resolution related to the EIR.

SECTION 6. The proposed development will not have a substantial adverse effect on the surrounding property and will be compatible with the existing and planned land use characteristics of the surrounding area.

The project is a residential development that provides a variety of housing types ranging from single-family detached to multi-family attached housing units on a range of lot sizes. The proposed PD Master Plan integrates the new residential units with the surrounding residential neighborhoods by completing streets and adequately transitioning larger lots to smaller lots. The PD and Master Plan was reviewed by the Development Services Team and the Standards required within the document will not have a substantial adverse effect on the surrounding property.

SECTION 7. Findings required for the current approval of a zoning Map amendment can be made such as consistency with the General Plan and that the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the city.

The project is a residential development that provides a variety of housing types ranging from single family detached to multifamily attached housing units on a range of lot sizes. The General Plan envisioned residential uses at this location and the proposed Plan integrates the new residential units with the surrounding residential neighborhoods by completing streets and adequately transitions larger lots to smaller lots.

SECTION 8. The affected site is physically suitable in terms of design, location, shape, size, and other characteristics to ensure that the permitted land uses and development will comply with the zoning code and General Plan and contribute to the health, safety, and welfare of the property, surrounding properties, and the community at large.

The 69.4-acre site is suitable in design, location, shape, and size to accommodate the uses allowed by the PD Master Plan. The variety of residential uses comply with the allowable density and the PD as written will require compliance with the Residential Development Design and Development Standards. The PD and Master Plan were reviewed by the Development Services Team which includes Building, Fire Prevention, Police, Engineering, Environmental Services, etc. concur that the PD and Master Plan as proposed will not be detrimental to the public interest, health, safety, convenience, or welfare of the city.

SECTION 9. The request was considered by the Planning Commission at its regular meeting of September 24, 2024 where the Planning Commission recommended approval of the Zoning Amendment for a Planned Development with associated Master Plan, ZA2021-0001: New Horizons, Hill – Morgan Hill Devco, and the Planned Development Standards with Master Plan described in Exhibit A are by this reference incorporated herein. The City Council accepts the recommendation of the Planning Commission.

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

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

APPROVED:

ATTEST:

MARK TURNER, Mayor

MICHELLE BIGELOW, City Clerk

CERTIFICATE OF THE CITY CLERK

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

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

DATE:

MICHELLE BIGELOW, City Clerk

ORDINANCE NO. _____, New Series

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING A ZONING AMENDMENT FOR A PLANNED DEVELOPMENT AND ASSOCIATED MASTER PLAN (ZA2021-0001) FOR A 69.43-ACRE SITE LOCATED AT THE NORTHEAST QUADRANT OF HILL ROAD AND BARRETT AVENUE (APN: 817-20-031)

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

SECTION 1. The proposed amendment is consistent with the General Plan, Zoning Code, and any applicable specific plan or area plan adopted by the City Council.

The project complies with the allowed density range for units on the site in accordance with the General Plan. The Planned Development is consistent with but not limited to the following General Plan Policies: Policy CNF 6.4, Policy CNF-6. A, Policy CNF 8.7, Policy CNF 8.11, Policy CNF 9.1, Policy CNF 10.4, Policy CNF10.5, Policy CNF 11.3, Policy CNF 11.5, Policy HC-3.14, Policy NRE-5.5, Policy NRE5.6, and NRE4.11. The Planned Development Standards require new development to meet the Residential Development Design and Development Standards and will be consistent with the intent of the underlying zoning designation.

SECTION 2. The proposed development is superior to the development that could occur under the standards applicable in the existing zoning district.

This PD Master Plan includes a range of unit types and lot sizes while maintaining the allowable density for the land use designation.

SECTION 3. The proposed project will provide a substantial public benefit(s) as defined in the Municipal Code. The public benefit provided shall be of sufficient value as determined by the Planning Commission to justify deviation from the standards of the zoning district that currently applies to the property.

The PD Master Plan provides 4-acres of outdoor common open space which is more than double the requirement for new development per the municipal code. The minimum roadway improvement for the Hill Road and Barrett Avenue intersection is a four-way signalized intersection. As written in the PD standards, the roundabout enhancement to the Hill and Barrett intersection will go above the required minimum improvement. Therefore, this PD with Master Plan is consistent in providing a substantial public benefit.

SECTION 4. The Site for the proposed development is adequate in size and shape to accommodate proposed land uses.

The PD Master Plan has been reviewed for design, location, shape, size, and uses proposed and has been determined to be suitable and compliant with the vision of residential at this location with the addition of neighborhood parks and trail connectivity.

SECTION 5. Adequate transportation facilities, infrastructure, and public services exist or will be provided to serve the proposed development.

The project is consistent with the policies of the City's General Plan to improve sidewalk connectivity and expand pedestrian opportunities. The City's Bikeways, Trails, Parks and Recreation Master Plan, adopted in July 2017, establishes goals, policies, and actions to facilitate bicycling and designates bicycle lanes along many City streets.

Senate Bill (SB) 743 establishes criteria for determining the significance of transportation impacts using a VMT metric intended to promote the reduction of GHG emissions, the development of multimodal transportation networks, and a diversity of land uses. Specifically, SB 743 requires analysis of VMT in determining the significance of transportation impacts.

The Morgan Hill citywide average daily VMT per capita is currently 24.64. OPR recommends an impact threshold of 15 percent below the existing VMT levels for residential land uses, which equates to 20.94 VMT per capita. The project is estimated to generate 33.25 VMT daily per capita, which would exceed the City's impact threshold. The project would result in a significant VMT impact on the transportation system. The project applicant would need to implement VMT reduction measures to achieve a 37 percent reduction in its VMT per capita for the proposed project to reduce the project's VMT impact to a less than significant level (below 20.94 VMT daily per capita). However, the maximum reduction possible is anticipated to reduce daily per capita VMT to only 29.55. The project's VMT per capita could be reduced to 29.55 with the implementation of the Travel Demand Management (TDM) strategies, included as mitigation measures of the EIR and a Statement of Overriding Considerations prepared as part of the Resolution related to the EIR.

SECTION 6. The proposed development will not have a substantial adverse effect on the surrounding property and will be compatible with the existing and planned land use characteristics of the surrounding area.

The project is a residential development that provides a variety of housing types ranging from single-family detached to multi-family attached housing units on a range of lot sizes. The proposed PD Master Plan integrates the new residential units with the surrounding residential neighborhoods by completing streets and adequately transitioning larger lots to smaller lots. The PD and Master Plan was reviewed by the Development Services Team and the Standards required within the document will not have a substantial adverse effect on the surrounding property.

SECTION 7. Findings required for the current approval of a zoning Map amendment can be made such as consistency with the General Plan and that the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the city.

The project is a residential development that provides a variety of housing types ranging from single family detached to multifamily attached housing units on a range of lot sizes. The General Plan envisioned residential uses at this location and the proposed Plan integrates the new residential units with the surrounding residential neighborhoods by completing streets and adequately transitions larger lots to smaller lots.

SECTION 8. The affected site is physically suitable in terms of design, location, shape, size, and other characteristics to ensure that the permitted land uses and development will comply with the zoning code and General Plan and contribute to the health, safety, and welfare of the property, surrounding properties, and the community at large.

The 69.4-acre site is suitable in design, location, shape, and size to accommodate the uses allowed by the PD Master Plan. The variety of residential uses comply with the allowable density and the PD as written will require compliance with the Residential Development Design and Development Standards. The PD and Master Plan were reviewed by the Development Services Team which includes Building, Fire Prevention, Police, Engineering, Environmental Services, etc. concur that the PD and Master Plan as proposed will not be detrimental to the public interest, health, safety, convenience, or welfare of the city.

SECTION 9. The request was considered by the Planning Commission at its regular meeting of September 24, 2024 where the Planning Commission recommended approval of the Zoning Amendment for a Planned Development with associated Master Plan, ZA2021-0001: New Horizons, Hill – Morgan Hill Devco, and the Planned Development Standards with Master Plan described in Attachment A and Attachment B are by this reference incorporated herein. The City Council accepts the recommendation of the Planning Commission.

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

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

APPROVED:

ATTEST:

MICHELLE BIGELOW, City Clerk

MARK TURNER, MAYOR

CERTIFICATE OF THE CITY CLERK

I, MICHE3LLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of the Ordinance No. ____, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the ____ day of _____, 2024.

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

DATE:

MICHELLE BIGELOW, City Clerk

New Horizons Planned Development Standards

ZA2021-0001

This Planned Development (PD) creates an overlay to the base residential detached medium zoning. Where this Ordinance is silent, the Municipal Code, as amended, shall apply. Prior to and/or during the development of the approximate 69-acre site the following shall be met.

1. **Substantial Public Benefit:** A substantial public benefit for the purpose of this PD is defined as a project feature not otherwise required by the zoning code or any other provision of local, state, or federal law that substantially exceeds the City's minimum development standards and significantly advances goals of the general plan. The project must include one or more substantial public benefits.
 - a. Useable Common Open Space: New residential development is required to provide useable private and common open space with a minimum type of on-site recreational amenities. While the private open space per lot and the on-site recreational amenities are reviewed for conformance prior to Design Permit approval, the common open space required is confirmed now. The master plan provides approximately 4–acres of parkland dispersed through three parks. The total amount of common open space required for the development is 47,585 square feet or 1.09-acres. The common open space provided exceeds the minimum by 2.91-acres. Because the master plan exceeds the minimum required, it qualifies as a substantial public benefit.

**Table 1.b. Residential Development Design and Development Standards
Useable Common Open Space**

	SFD (7,000)	Smaller lot SF Detached and Attached			Total
Proposed Lot Sizes	7,000	5,000	3,000- 3,800	1,800	
Common Open Space					
Project proposed number of units	64	159	63	34	320
Parkland sq ft required per unit	N/A	200	175	140	
Project Requirement		31800	11025	4760	47,585sq.ft.

- b. Intersection Improvements: Per the Transportation Impact Analysis, development of this site will require Hill Road and Barrett Avenue to be a four-way signalized intersection at minimum, bringing the LOS from an unacceptable level to an acceptable LOS B level. The intersection safety and mobility improves from an LOS B to an LOS A with a roundabout instead of a signal. As a Significant Public Benefit, new development of this site shall

require the construction payment for a new roundabout in lieu of a four-way signalized intersection per the Transportation Impact Analysis. If a roundabout is not desired at this location as determined by the City Civil Engineer, the additional funds that would be required to construct a roundabout will go towards supporting a City-sponsored rideshare program such as MOGO, or towards the intersection improvements listed under Section 5 of this PD for Transportation Related Standards.

2. Required Permits before Development:

- a. The property owner or designee shall apply for a Design Permit to be reviewed for consistency with the standards of this New Horizons Planned Development and the Residential Development Design and Development Standards.
- b. A Subdivision Map will be required for the division of land, incorporation of easements, and dedication of land to the City.
- c. Project proposal requires review and permits from the Clean Water Act Section 404 permit of the U.S. Army Corps of Engineers, Clean Water Act Section 401 Water Quality Certification and possibly Porter-Cologne Water Quality Control Act waste discharge requirements from the Central Coast Regional Water Quality Control Board.
- d. Fish and Game Code Section 16 Streambed Alteration Agreement from the California Department of Fish and Wildlife (CDFW) will be necessary for the proposed project.
- e. U.S. Bureau of Reclamation (USBR) and Valley Water permits are required prior to Design Permit approval for proposed work within the USBR easement.
- f. Approval is required from Valley Water and the City for encroachments within the regulatory floodway of Tennant Creek to demonstrate through hydrologic and hydraulic analyses that the project will not result in any increase in the base flood levels during the occurrence of the base flood discharge pursuant to Chapter 15.80 (Flood Damage Prevention) of the City's Municipal Code.
- g. The proposed realignment of a portion of Tennant Creek requires a Conditional Letter of Map Revision (CLOMR) application submitted to the Federal Emergency Management Agency (FEMA) and a CLOMR issued by FEMA prior to Design Permit approval. After project completion and prior to building final(s), the project is required to submit a Letter of Map Revision (LOMR) application to FEMA and obtain LOMR approval from FEMA. If FEMA has suspended initiation of CLOMR and LOMR for this type of process, approval from FEMA is still required.
- h. The project may propose to apply to FEMA for a Conditional Letter of Map Revision based on Fill (CLOMR-F) to revise the 100-year floodplain within the site and possibly remove the proposed buildings out of the 100-year floodplain with issuance by FEMA of a LOMR-F. Currently, FEMA has suspended initiation of CLOMR-F and LOMR-F applications. However, if FEMA is creating a separate process for this type of approval, the project may apply.
- i. Off-Site Improvements Permit(s) with the City Engineering and/or Public Works Department and any associated encroachment permits that may be required.
- j. Issuance of required Building Permits for the new development including but not limited to a Master Plan, Grading etc.

- k. Proposed development within this Master Plan Area is required to comply with the Morgan Hill Municipal Code specifically but not limited to the following: MHMC 15.65 Sustainable building Regulations, MHMC 18.72.040 Electric Vehicle Charging , MHMC 15.40 building Security and MHMC 15.38 Wage Theft Prevention.

- 3. Inclusionary Housing Ordinance Compliance (IHO):** New development of the project site shall be in compliance with the IHO as amended. The IHO requires 15% of the total units proposed to be restricted to Below Market Rate (BMR) units. The Planned Development proposal for 320 units will require 48 units to be BMR units. BMR units are required to be equally dispersed throughout each product type and accessory dwelling units do not count towards the required number of BMR units. Review and enforcement of the IHO will be completed during the Design Permit and Subdivision Map process. All standards within the IHO apply including but not limited to the following:
- Units must be geographically and proportionally disbursed.
 - Units must be in all building types.
 - Units shall be dispersed among the product types, proportionate in number among each of the product types that comprise the development.
 - Units must consist of the project's average bedroom and bathroom count.
 - Units shall not have significant identifiable differences.
 - The size of the units, and distribution of model types shall be comparable and proportionate to the entire project's makeup.

For a 320 unit development 48 units are required to be income-restricted BMR units. The number of units in each product type are as follows:

- 223 Traditional SF represents 69.68% of the total project, therefore 69.68% of the required 48 BMRs is 33.44 which rounds to 34 BMR units.
- 42 Courtyard homes represent 13.12% of the total project, therefore 13.12% of the required 48 BMRs is 6 BMR units.
- 21 Senior cottages represent 6.56% of the total project, therefore 6.5% of the required 48 BMRs is rounded to 3 BMR units.
- 34 Senior single-family attached represents 10.62%, therefore 10.62% of the required 48 BMRs is 5 BMR units.

Unit Type	Number of Project Units	BMR Unit Requirement
Single Family (223) Courtyard Homes (42) Senior Cottages (21) Senior SFA (34)	320	48
Single Family	223	34
Courtyard Homes	42	6
Senior Cottages	21	3
Senior Single Family Attached	34	5

The IHO allows for projects to pay an in-lieu fee or “fee out” up to 50% of the inclusionary obligation. The project is proposing a 100% in-lieu fee option as part of the approval of this PD. This section of the PD allows the applicant to either build or payout with the in-lieu fee option, which shall be formalized in the IHO agreement. The IHO agreement will outline the project compliance based on the approval of this PD and will be required to be prepared, approved, and recorded before Final Map recordation.

4. **Public Park and Trail Improvements:** Per the Quimby Parkland requirements, a minimum of 4.83 acres of parkland area is required to be constructed, or an in-lieu fee is paid. This PD Master Plan is dedicating 1.76 acres of land to Jackson Park. The new Jackson Park area will include onsite improvements that will be reviewed by the Parks and Recreation Commission and approved by City Council. The General Plan identifies a proposed shared use (pedestrian and bicycle) class 1 path from Jackson Park to Hill Road that connects to the existing trail system. The PD Master Plan identifies a public trail from Jackson Park to Hill Road that shall be constructed as a Class 1 shared use path.
 - a. A Subdivision Improvements Agreement (SIA) shall be executed between the City and the property owner or designee to cover required offsite improvements.
 - b. Dedication of 1.76 acres of land to Jackson Park as shown on Parcel A and C.
 - c. Prior to final design of public park improvements, review and approval is required by Parks and Recreation Commission and City Council.
 - d. Improvements for existing features on City property will continue to be maintained by City.
 - e. In general, storm water detention solutions for projects need to be satisfied entirely on the project site. If a dual use storm water detention basin located on both City property and the proposed dedicated park area property is supported, it is required to be constructed by property owner or designee. Maintenance of new detention basin to be the responsibility of the HOA unless otherwise proven needed to resolve overflow runoff from Jackson Park. If City approves the dual use storm water detention basin, a private storm water easement will be granted by the City to the property owner or designee of the system.
 - f. The public trail connection to existing Jackson Park and trail network will be constructed by the property owner or designee.
 - g. A public access easement will be required over the trail located outside City Property, and shall be shown on the Tentative Map and dedicated to the City prior to final map approval. A Community Facilities District (CFD) shall be formed to cover the maintenance cost of the trail. If a CFD is not formed, the trail maintenance shall be the responsibility of the HOA. The landscaping adjacent to the trail area shall be maintained by the HOA.
 - h. The property owner or designee shall pay for and install an interpretive panel along the proposed pedestrian trail. The interpretive panel shall be reviewed and approved by Tamien Nation.
 - i. Water features including ponds will be reviewed for consistency with the Water Conservation Ordinance prior to design permit approval.

- 5. Transportation Related Standards:** Based on the City's operating standards the proposed development within this PD would have an adverse effect on the following intersections and will require improvements and fair share in lieu fees as follows.
- a. Condit Road and Main Avenue - The project shall contribute a proportional fair share of the in-lieu cost for future implementation of an exclusive southbound right-turn on Condit Road, required signal modifications, and lane striping on the southbound approach.
 - b. Condit Road and Tennant Avenue – The project shall contribute a proportional fair share of the in-lieu cost for future implementation of a traffic signal at the Condit Road and Tennant Avenue intersection.
 - c. Murphy Avenue and Tennant Avenue – The project shall contribute a proportional fair share of the in-lieu cost for future implementation of a traffic signal with protected phasing on all four approaches at the Murphy Avenue and Tennant Avenue intersection. The in-lieu cost shall be determined by the City prior to approval of tentative map and/or design permit.
 - d. Hill Road and Fountian Oaks Drive – The project shall implement a separate westbound left-turn lane on Fountian Oaks Drive. The property owner or designee shall be required to cover the full cost of this improvement.
 - e. Hill Road and Barrett Avenue – If the Substantial Public Benefit roundabout at this intersection is not chosen by our City Public Works Department, the project shall implement a four-way traffic signal with protected phasing on Hill Road and Barrett Avenue at a minimum.
 - f. Condit Road and Diana Avenue – The project shall contribute the proportional share of in-lieu cost for future implementation of a traffic signal with protected phasing on Condit Road. In-lieu cost shall be determined by the City prior to the approval of tentative map and or design permit.
 - g. New development shall provide adequate width and turn-radii at and along all drive/parking aisles to allow for two-way circulation and adequate circulation of larger vehicles (such as emergency trucks, garbage trucks, and delivery trucks) throughout the project site.
 - h. Improvements along the project frontage including the recommended widening of Hill Road shall be planned to accommodate the implementation of the planned bike lanes along Hill Road.

Noise Related Standards: The following noise insulation features shall be incorporated into the proposed project to reduce interior noise levels to 45 dBA Ldn or less at residential interiors:

- a. Where project design and setbacks cannot achieve acceptable noise decibels for outdoor private open space, the project shall include noise barriers along the residential property lines of the backyards and side yards consistent with the noise study and confirmed by a qualified noise consultant. The noise barriers shall break the line-of-sight from the backyards to Hill Road. The minimum height of these barriers shall be eight feet as measured from the pad elevation of each residence. The proposed barriers shall be continuous from grade to top, with no cracks or gaps, and have a minimum surface density

of three lbs/ft² (e.g., one-inch-thick wood fence boards, half-inch laminated glass, concrete masonry units, or masonry).

- b. The final design of the noise barriers to be included shall be confirmed by a qualified noise consultant.
- c. Provide a suitable form of forced-air mechanical ventilation, as determined by the Building Official, for all residential units on the project site, so that windows can be kept closed at the occupant's discretion to control interior noise and achieve the interior noise standards.
- d. A qualified acoustical consultant shall review the final site plan, building elevations, and floor plans prior to construction and recommend building treatments to reduce interior noise levels to 45 dBA Ldn or lower. Such methods or materials that would reduce interior noise levels may include a combination of smaller window and door sizes as a percentage of the total building façade facing the noise source, sound-rated windows and doors, sound rated exterior wall assemblies, and mechanical ventilation so windows may be kept closed at the occupant's discretion. The specific determination of what noise insulation treatments are necessary shall be conducted on a unit-by-unit basis during final design of the project. Results of the analysis, including the description of the necessary noise control treatments, shall be submitted to the City, along with the building plans and approved design, prior to issuance of a building permit.
- e. The project applicant shall develop a noise construction control plan, which shall be submitted to the Development Services Director or Director's designee for review and approval prior to issuance of a grading or building permit. The noise construction control plan shall include but not be limited to the following construction best management controls:
 - Equipment and trucks used for construction shall use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds);
 - Impact tools (e.g., jackhammers, pavement breakers, and rock drills) used for construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools; and
 - Stationary noise sources shall be located as far from noise-sensitive receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or include other measures.
 - Construct temporary noise barriers, where feasible, to screen stationary noise-generating equipment. Temporary noise barrier fences would provide a five dBA noise reduction when the noise barrier interrupts the line-of-sight between the noise source and receptor and when the barrier is constructed in a manner that eliminates any cracks or gaps.
 - Unnecessary idling of internal combustion engines shall be strictly prohibited.
 - Construction staging areas shall be established at locations that will create the greatest distance between the construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction. Locate material stockpiles, as well as maintenance/equipment staging and parking areas, as far as feasible from residential receptors.

- Control noise from construction workers' radios to a point where they are not audible at existing residences bordering the project site.
- Where feasible, temporary power service from local utility companies should be used instead of portable generators.
- Locate cranes as far from noise-sensitive receptors as possible.
- During final grading, substitute graders for bulldozers, where feasible. Wheeled heavy equipment are quieter than track equipment and should be used where feasible.
- Substitute nail guns for manual hammering, where feasible.
- Avoid the use of circular saws, miter/chop saws, and radial arm saws near the adjoining noise-sensitive receptors. Where feasible, shield saws with a solid screen with material having a minimum surface density of two pounds per square foot (e.g., such as 0.75-inch plywood).
- Maintain smooth vehicle pathways for trucks and equipment accessing the site, and avoid local residential neighborhoods as much as possible.
- During interior construction, the exterior windows facing noise-sensitive receptors shall be closed.
- During interior construction, locate noise-generating equipment within the building to break the line-of-sight to the adjoining receptors.
- The contractor shall prepare a detailed construction schedule for major noise-generating construction activities. The construction plan shall identify a procedure for coordination with adjacent residential land uses so that construction activities can be scheduled to minimize noise disturbance.
- Designate a "disturbance coordinator" who would be responsible for responding to any complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., bad muffler, etc.) and will require that reasonable measures be implemented to correct the problem. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include it in the notice sent to neighbors regarding the construction schedule.

6. Environmental Standards Required for New Development: The adopted Environmental Impact Report prepared for this New Horizons Planned Development (SCH No. 2021060587) includes Mitigation Measures that shall be implemented as conditions of approval to the Design Permit and Tentative Map for the project. In addition to the Mitigation Measures listed within the Project Environmental Impact Report, the following standard conditions shall apply and be completed prior to or during construction as depicted by each standard.

- a. Air Quality: the following standards shall be implemented during all phases of construction to control dust and exhaust at the project site:
 - i. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
 - ii. All haul trucks transporting sial, sand or other loose material off-site shall be covered.
 - iii. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

- iv. All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).
 - v. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
 - vi. Replant vegetation in disturbed areas as soon as possible after completion of construction.
 - vii. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of the California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
 - viii. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
 - ix. Post a publicly visible sign with the telephone number and person to contact at the City regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.
- b. Biological Resources: The proposed project that could be developed as part of this Planned Development is covered under the Habitat Plan and will be required to comply with the following:
- i. The project shall implement the following standard permit condition to ensure compliance with the Habitat Plan's nitrogen deposition fee(s). The proposed project is covered pursuant to the Santa Clara Valley Habitat Plan (Habitat Plan) and subject to fees and conditions contained in the Habitat Plan. Habitat Plan conditions applicable to the project include:
 - Condition 1. Avoid direct impacts on legally protected plant and wildlife species.
 - Condition 3. Maintain hydrologic conditions and protect water quality.
 - Condition 4. Avoidance and minimization for in-stream projects.
 - Condition 11. Stream and riparian setbacks.
 - Condition 17. Tricolored blackbird.
 - ii. Application Package. Prior to issuance of a grading permit, the project shall complete and submit a Habitat Plan Application Package. All fees shall be paid prior to issuance of a grading permit.
 - iii. Any additional conditions or mitigations required by the habitat Plan shall be clearly stated on all plans that involve any ground disturbing activity (i.e., grading plans, improvement plans, paving plans, demolition plans or other plans for site clearing or temporary stockpile of dirt).
 - iv. No development shall impede on the required 35-foot setback of the riparian habitat near the drainage channel along Hill Road.
 - v. Tree Protection. Unless tree removal has been previously approved, all trees located within 25 feet of any site disturbance shall be protected using the following minimum

protection measures (these guidelines shall be included with all site development plans):

- Mark all trees to be saved with a survey flag or ribbon. Do not nail or staple directly to the tree.
 - Erect a temporary fence enclosing an area equal to at least the dripline of the tree (or as far from the trunk as possible). This tree protection zone shall not be used for parking, storage of building materials, or other equipment or the placement of temporary or permanent fill. Signs should be posted identifying the restriction of uses in the tree protection zone.
 - Locate structures, grade changes, and other ground or surface disturbances (e.g. concrete pours) as far as feasible from the “dripline” area of the tree.
 - Avoid root damage through grading, trenching, and compaction, at least within an area 1.5 times the dripline area of the tree. Where root damage cannot be avoided, roots encountered over 1 inch in diameter should be exposed approximately 12 inches beyond the area to be disturbed (towards the tree stem), by hand excavation, or with specialized hydraulic or pneumatic equipment, cut cleanly with hand pruners or power saw and immediately back-filled with soil. Avoid tearing or otherwise disturbing that portion of the roots to remain.
 - The addition of plants or other landscaping materials shall remain outside of the dripline of all trees.
 - All trees proposed to be removed from the project site shall be replaced at a 1:1 ratio. Replacement trees shall be consistent with the City of Morgan Hill Master Street Tree. All replacement trees shall be a minimum of 15-gallons in size. All mitigation/replacement trees shall be shown on the landscape plans and approved by the Development Services Director prior to the issuance of the building/grading permit.
 - Any tree subject to Chapter 12.32 Restrictions On Removal Of Significant Trees of the Morgan Hill Municipal Code requires approval from the Planning Division. The applicant shall request approval prior to removing any significant trees.
- c. Energy: A project developed under this PD is required to implement the Green Building Measures as identified below.
- i. MHMC 15.65 Sustainable building Regulations
 - ii. MHMC18.72.040 C Electric Vehicle Charging
- d. Geology and Soils: To avoid or minimize potential damage from seismic shaking, the proposed residential development shall be built using standard engineering and seismic safety design techniques. Prior to issuance of building permits, building design and construction at the site shall be completed in conformance with the recommendations of a design-level geotechnical investigation, which shall be included in a report to the City. The structural designs for the proposed development will account for repeatable horizontal

ground accelerations. The report shall be reviewed and approved by the City of Morgan Hill Building Division prior to issuance of a building permit. The buildings shall be required to meet the requirements of applicable Building and Fire Codes, including the California Building Code Chapter 16, Section 1613, as adopted or updated by the City. The project will be designed to withstand soil hazards identified on the site and the project shall be designed to reduce the risk to life or property to the extent feasible and in compliance with the Building Code.

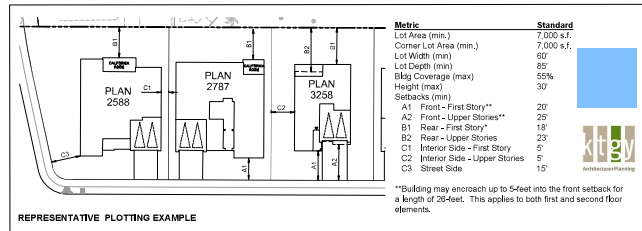
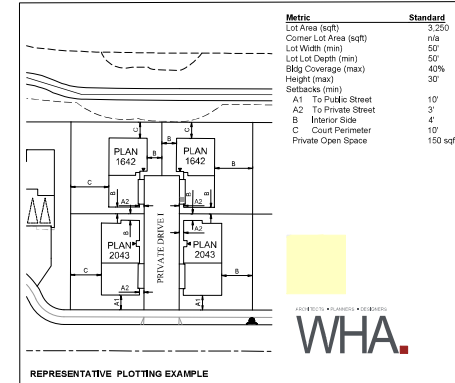
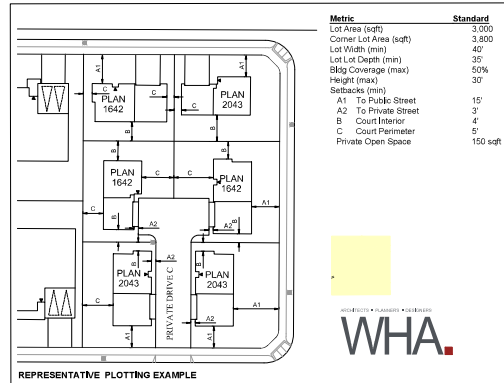
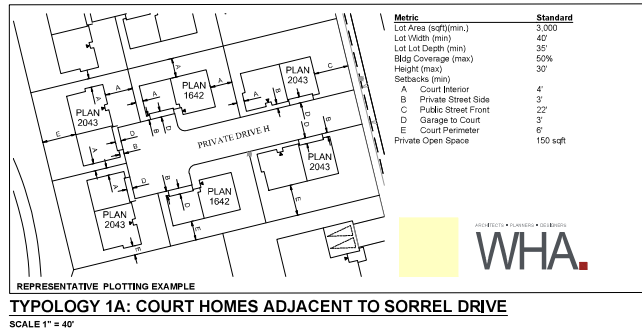
- e. As required by the State Water Resources Control Board (SWRCB) Order No. 2022-0057-DWQ, construction activity resulting in a land disturbance of one acre or more of soil, or whose projects are part of a larger common plan of development that in total disturbs more than one (1) acre, are required to obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for Discharges of Storm Water Associated with Construction Activity (General Permit). To be permitted with the SWRCB under the General Permit, owners must file a complete Notice of Intent (NOI) package and develop a Storm Water Pollution Prevention Plan (SWPPP) Manual in accordance with Section A, B, and C of the General Permit prior to the commencement of soil disturbing activities. A NOI Receipt Letter assigning a Waste Discharger Identification number to the construction site will be issued after the State Water Resource Control Board (SWRCB) receives a complete NOI package (original signed NOI application, vicinity map, and permit fee); copies of the NOI Receipt Letter and SWPPP shall be forwarded for Building and Engineering Division review. The SWPPP shall be made a part of the improvement plans. (SWRCB NPDES General Permit CA000002)
- f. Hydrology and Water Quality:
 - i. For the project's proposed underground stormwater infiltration systems, the project shall comply with the design criteria included in the City's Residential Development Design and Development Standards.
 - ii. The project shall demonstrate compliance with the City's Flood Control/25-Year Detention Standards and any subsequent amendments to these standards.
 - iii. As required by the SWRCB Order No. 2022-0057-DWQ, construction activity resulting in a land disturbance of one acre or more of soil, or whose projects are part of a larger common plan of development that in total disturbs more than one acre, are required to obtain coverage under the NPDES General Permit No. CAS000002 for Discharges of Storm Water Associated with Construction Activity (General Permit). To be permitted with the SWRCB under the General Permit, owners must file a complete Notice of Intent (NOI) package and develop a Storm Water Pollution Prevention Plan (SWPPP) Manual in accordance with Section A, B, and C of the General Permit prior to the commencement of soil disturbing activities. A NOI Receipt Letter assigning a Waste Discharger Identification number to the construction site will be issued after the SWRCB receives a complete NOI package (original signed NOI application, vicinity map, and permit fee); copies of the NOI Receipt Letter and SWPPP shall be forwarded to the Building and Land Development Engineering Divisions review. The SWPPP

- shall be made a part of the improvement plans. (SWRCB NPDES General Permit CA000002).
- iv. The project shall comply with the California Regional Water Quality Control Board Central Coast Region (Region 3) Resolution No. R3-2013-0032 and as documented by the Stormwater Management Guidance Manual for Low Impact Development and Post-Construction Requirements, and any subsequent amendments thereto. A copy of the guidance manual can be obtained through the following link: <https://www.morgan-hill.ca.gov/DocumentCenter/View/12671/Storm-Water-Management-Guidance-Manual?bidId=>.
 - v. Since the project is proposing improvements adjacent to Tennant Creek, the project shall comply with the City's adopted Santa Clara Valley Water Resource Protection Collaborative's "Guidelines and Standards for Land Use Near Streams." A copy of the guidelines and standards can be found at <https://www.valleywater.org/contractors/doing-businesses-with-the-district/permits-for-working-on-district-land-or-easement/guidelines-and-standards-for-land-use-near-streams>.

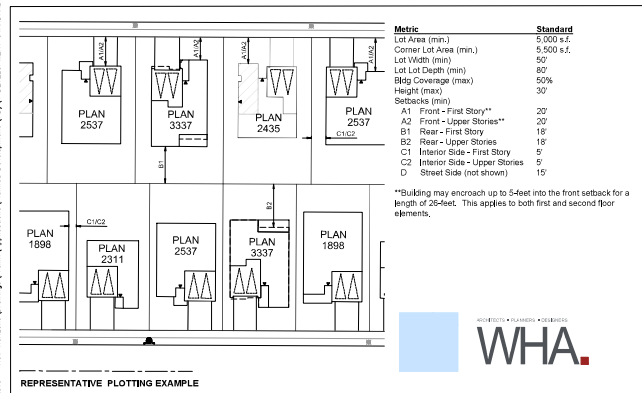
In accordance with the City of Morgan Hill Standard Conditions to reduce construction related water quality impacts the following BMPs shall be implemented during project construction.

- i. Burlap bags filled with drain rock will be installed around storm drains to route sediment and other debris away from the drains.
 - ii. Earthmoving or other dust-producing activities will be suspended during periods of high winds.
 - iii. All exposed or disturbed soil surfaces will be watered at least twice daily to control dust.
 - iv. Stockpiles of soil or other materials that can be blown by the wind will be watered or covered.
 - v. All trucks hauling soil, sand, and other loose materials will be covered and all trucks will be required to maintain at least two feet of freeboard.
 - vi. All paved access roads, parking areas, staging areas and residential streets adjacent to the construction site will be swept daily (with water sweepers).
 - vii. Vegetation in disturbed areas will be replanted as quickly as possible.
- 7. Sanitary Sewer Capacity Study:** The project is required to complete a Sanitary Sewer Capacity Study. The Study will be performed by the City's sewer master plan consultant. The property owner or designee is responsible for all costs associated with a study. When it is determined that there is no available capacity in the existing sewer line(s), the City will determine the required mitigations(s) at Design Review stage.
- 8. Setbacks and Height Standards based on lot type:** Refer to Attachment A for the lot standards and restricted heights.

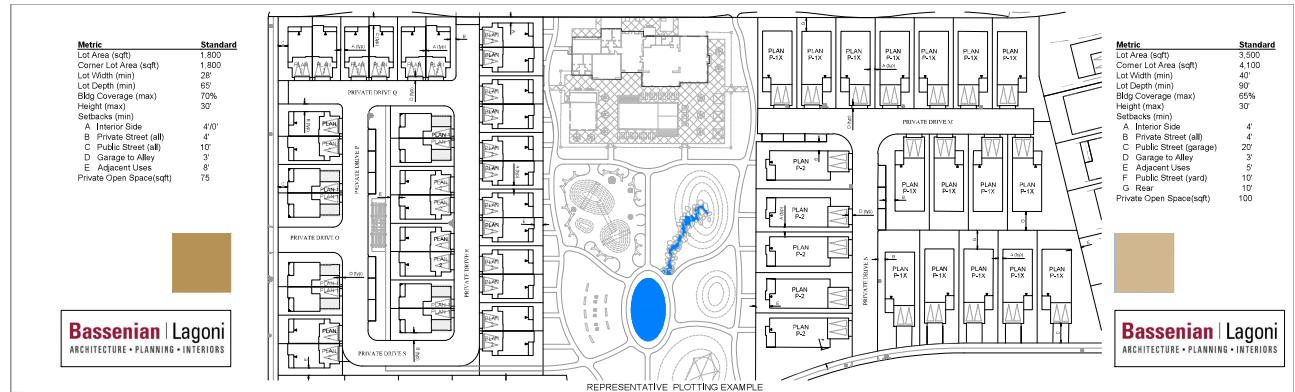
9. **PD Master Plan:** Development on this site shall be in substantial conformance with the approved stamped plans and attached herein as Attachment B.



TYPOLGY 2: LARGE LOT SINGLE FAMILY LOTS
SCALE 1" = 40'



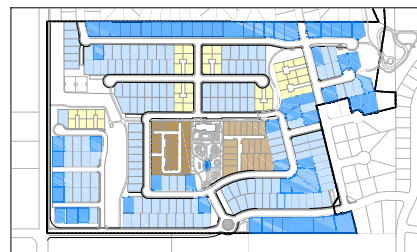
TYPOLGY 2: 5,000 SQFT AND 6,000 SQFT TRADITIONAL SINGLE FAMILY LOTS
SCALE 1" = 40'



TYPOLGY 3: COTTAGE LOTS
SCALE 1" = 40'

GENERAL NOTES (ALL TYPOLOGIES)

1. Minimum lot frontage is 40-feet per Municipal Code section 18.16.030.E., except as shown on lot 39 within this plan set.
2. For Typology 2, a portion of the building is allowed to project up to five (5) feet into the front yard setback. See Municipal Code section 18.16.030.D. This applies to first and second floors.
3. Outdoor rooms within Typology 2 must comply with rear yard setbacks.
4. "Standard" distances shown on this sheet are measured to face of stud. Sheathing and exterior finishes (trim, siding, stucco, etc.) may encroach into the setbacks shown on this exhibit.



NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

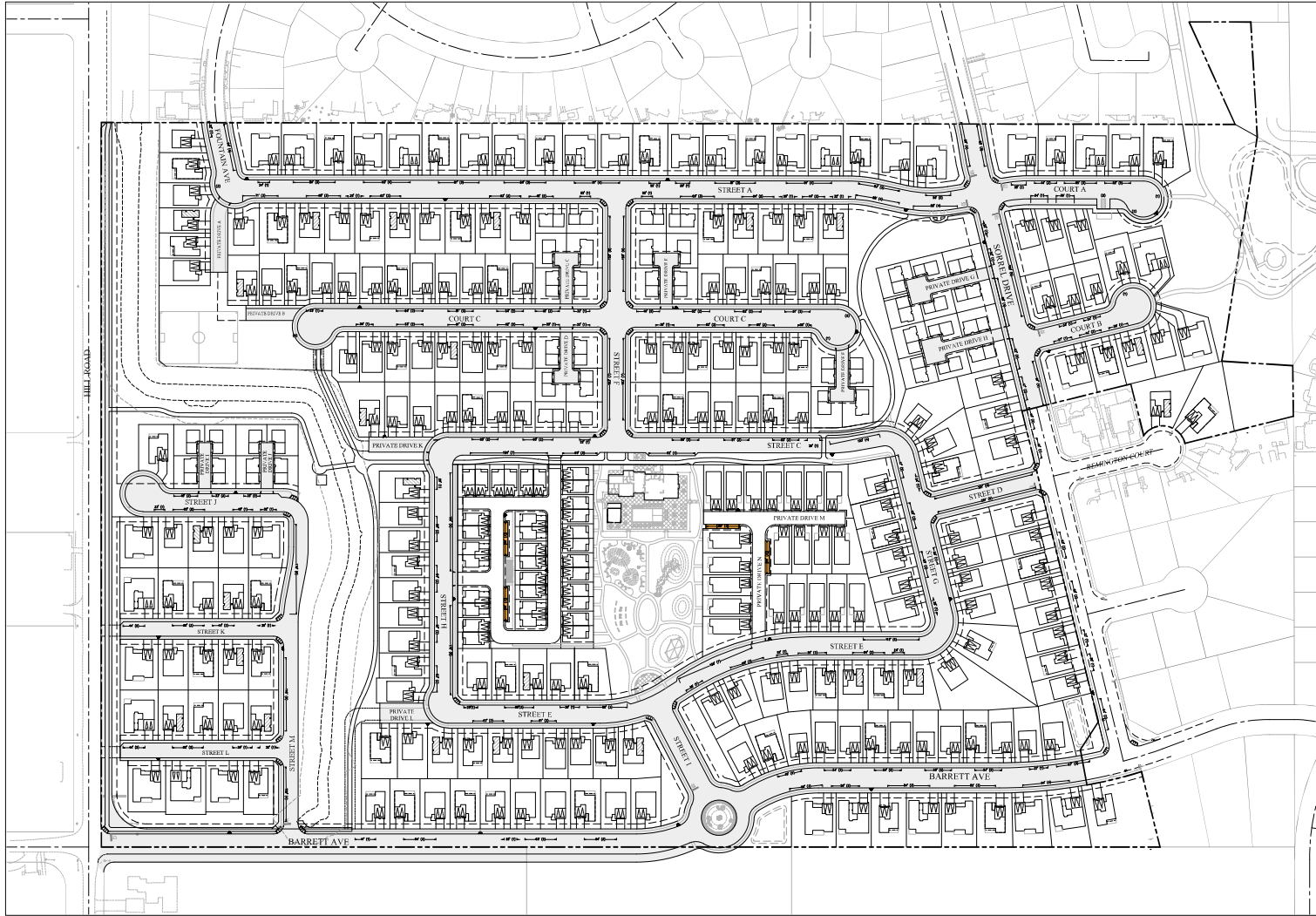


JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

PD-04

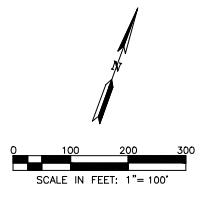
ZA2021-0001

W:\J085 2020\202013 - NEW HORIZONS\DRAWINGS\PRELIM\APPLICATIONS\PLANNED DEVELOPMENT (PD)\5. PARKING EXHIBIT.DWG
4/21/2021 8:44 AM



LEGEND AND NOTES			
PARKING REQUIRED (MHMC 18.72):			
1. SINGLE FAMILY	YIELD	COUNT	
2 COVERED SPACES/UNIT	265	530	
0.25 GUEST SPACES/UNIT		67	
		597	
2. SINGLE FAMILY - SENIOR			
2 COVERED SPACES FOR 50% OF UNITS	55	55	
1 COVERED SPACES FOR 50% OF UNITS		28	
0.25 GUEST SPACES/UNIT		14	
		97	
	320		
COVERED PARKING		613	
OPEN PARKING		81	
TOTAL		694	
PROVIDED PARKING			
GARAGE (COVERED)		632	
APRON (OPEN)*		538	
STREET CURB-SIDE		380	
PARKING BAYS (COVERED)		0	
PARKING BAYS (OPEN)		12	
DUET PLAN 1 CAR PORT (OPEN)		8	
REC CENTER (OPEN)		0	
TOTAL COVERED		632	
TOTAL OPEN		938	
TOTAL PARKING		1,570	

*42-COURT HOMES, 26 SENIOR DUETS & 21 SENIOR SINGLE FAMILY LOTS HAVE NO APRON SPACES



NEW HORIZONS AT MORGAN HILL

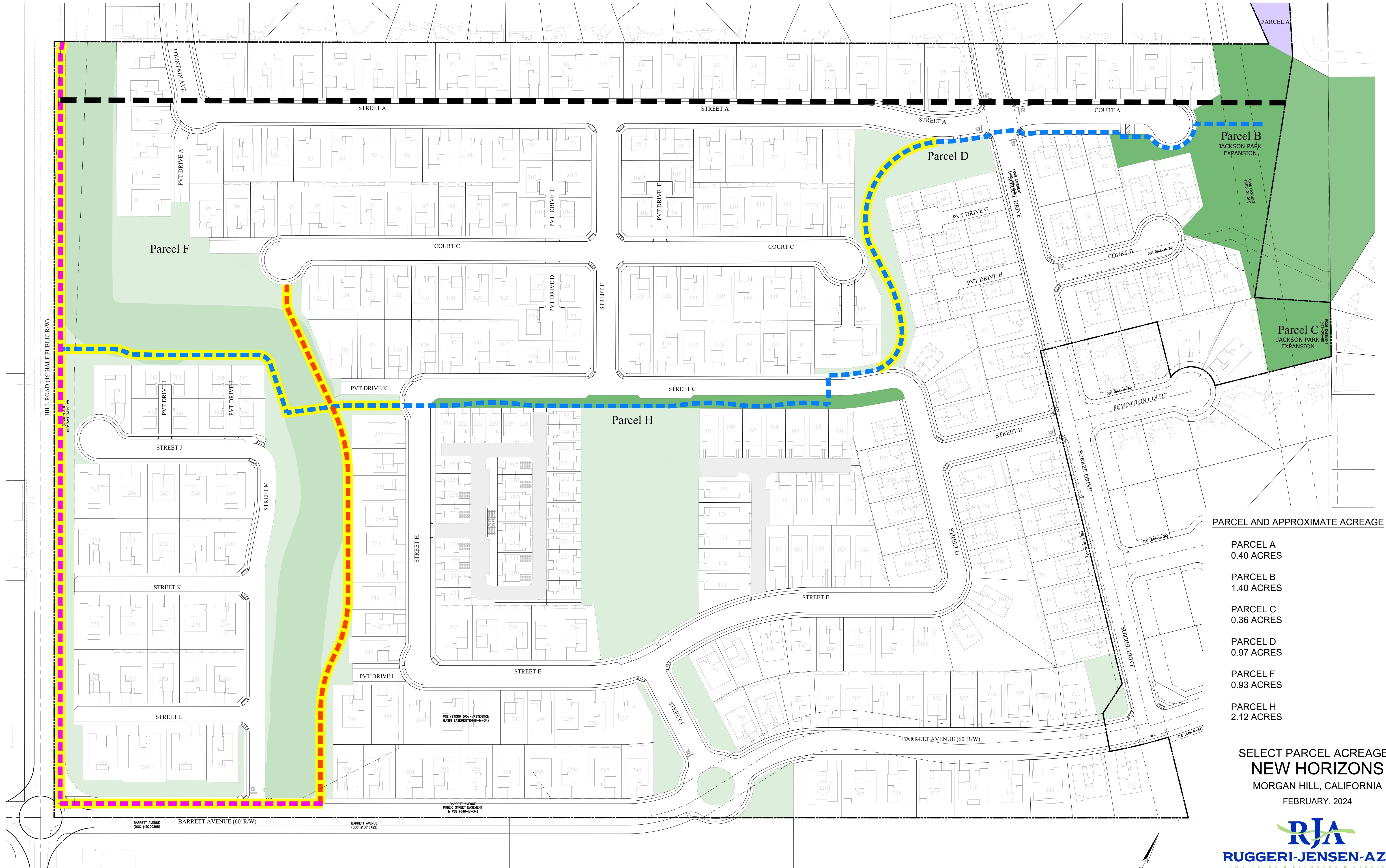
BY MORGAN HILL DEVCO, LLC

PARKING EXHIBIT



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

PD-05
ZA2021-0001



PARCEL AND APPROXIMATE ACREAGE

- PARCEL A
0.40 ACRES
- PARCEL B
1.40 ACRES
- PARCEL C
0.36 ACRES
- PARCEL D
0.97 ACRES
- PARCEL F
0.93 ACRES
- PARCEL H
2.12 ACRES

SELECT PARCEL ACREAGES
NEW HORIZONS
MORGAN HILL, CALIFORNIA
FEBRUARY, 2024



JOB NUMBER: 202013

SHEET 1 OF 1

PLANNED DEVELOPMENT APPLICATION
NEW HORIZONS
MORGAN HILL, DISTRICT D, SANTA CLARA COUNTY, CALIFORNIA

CONTACT INFORMATION

APPLICANT:	MORGAN HILL DEVCO, LLC 14500 SYCAMORE DRIVE MORGAN HILL, CA 95037 CONTACT: ROCKE GARCIA (408) 710-2953	CIVIL ENGINEER:	RUGGERI-JENSEN-AZAR & ASSOCIATES 8055 CAMINO ARROYO GILROY, CA 95020 ENGINEERING: CHRIS PATTON, RCE 66271 PLANNING: ROSS DOYLE (408) 848-0300	ARCHITECT:	BASSENIAN - LAGONI 2031 ORCHARD DRIVE NEWPORT BEACH, CA 92660 CONTACT: CINDY TEALE (949) 553-9100	ARCHITECT:	WILLIAM HEZMEHALCH ARCHITECTS 5000 EXECUTIVE PKWY, SUITE 375 SAN RAMON, CA 94583 CONTACT: MARK RETHERFORD (925) 463-1700
PLANNING	DPC 2424 CALLE GALICIA SANTA BARBARA, CA 93109 CONTACT: VINCE BURGOS (408) 421-6695	LANDSCAPE:	CAMP & CAMP ASSOCIATES, INC. 2520 CAMINO DIABLO WALNUT CREEK, CA 94597 CONTACT: TERRY CAMP (925) 941-6490	LANDSCAPE:	RIPLEY DESIGN GROUP 1615 BONANZA STREET, #314 WALNUT CREEK, CA 94596 CONTACT: ANNIKA CARPENTER (925) 938-7377	ARCHITECT:	KTGY 1814 FRANKLIN STREET, #400 OAKLAND, CA 94612 CONTACT: AMANDA MAZZEI (510) 463-2010

SITE DATA

- SUBJECT PARCEL(S): 817-20-031
- CURRENT LAND USE: FALLOW, VACANT
- ZONING: RESIDENTIAL MEDIUM DENSITY 7,000 (PD)
- GENERAL PLAN: RESIDENTIAL DETACHED MEDIUM (0-7 DU/AC)
- PROPOSED LAND USE: RESIDENTIAL

BUILDOUT TABULATION:	
EXISTING GROSS AREA	69.4± AC
EXISTING R/W TO BE ABANDONED	0.04± AC
SUBTOTAL (NEW GROSS AREA)	69.5± AC
PROPOSED PRIVATE OPEN SPACE	6.1± AC
PROPOSED PUBLIC STREET DEDICATION	13.6± AC
PROPOSED PRIVATE STREETS	3.6± AC
PROPOSED RESIDENTIAL LOTS (1-320)	40.1± AC
PUBLIC PARK/OS DEDICATION	2.2± AC
TENNANT CHANNEL + SETBACK	3.80±AC
POTENTIAL MHUSD PARCEL (PCL A)	0.4± AC
TOTAL	69.5± AC

- UTILITIES:
 - WATER CITY OF MORGAN HILL
 - SANITARY SEWER CITY OF MORGAN HILL
 - STORM DRAIN CITY OF MORGAN HILL
 - GAS & ELECTRIC PG&E
 - TELEPHONE VERIZON
- PRELIMINARY EARTHWORK SUMMARY (APPROX.):
 - CUT 85,000 CY±
 - FILL 85,000 CY±
 - NET 0 CY± (BALANCED)

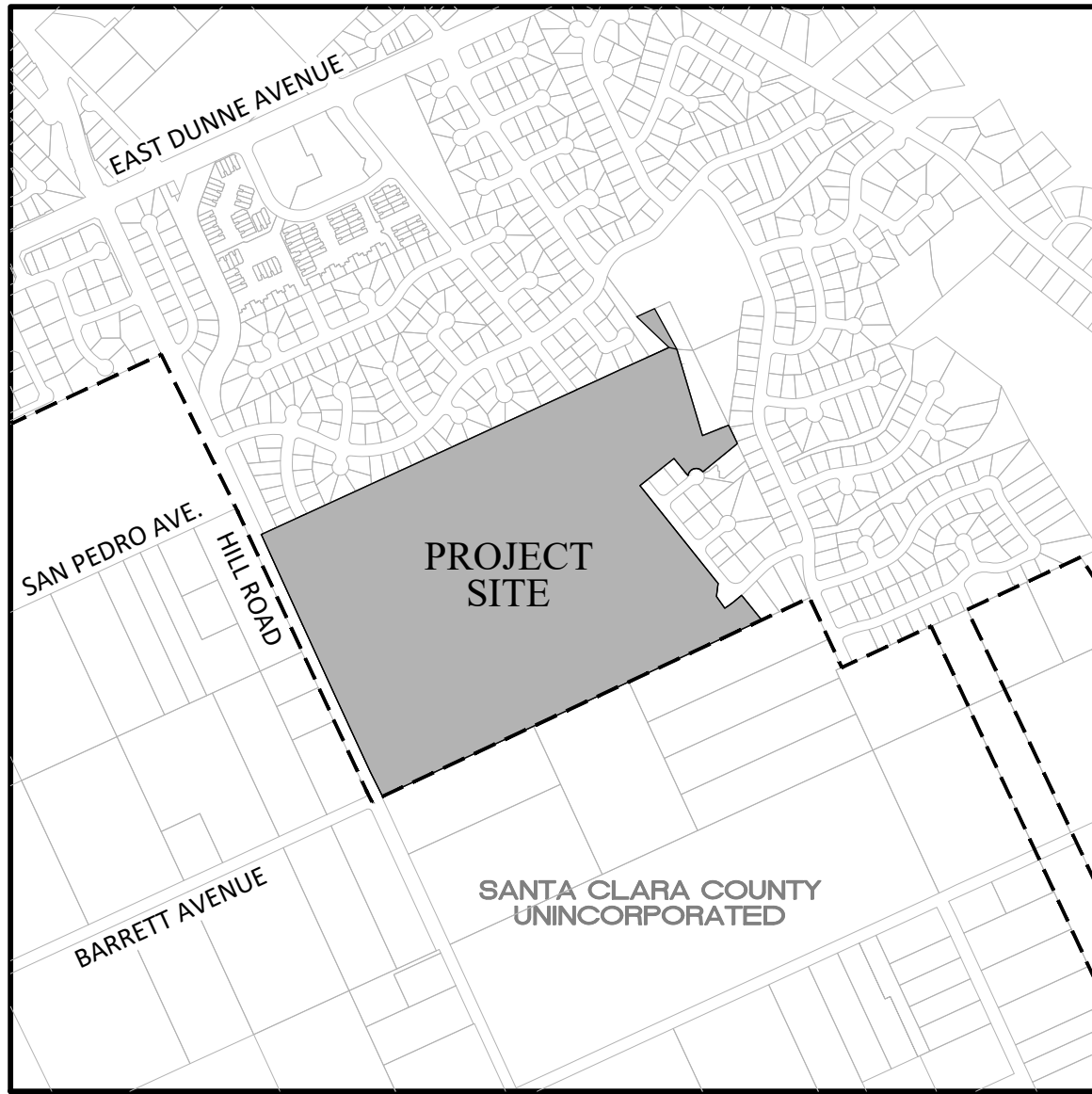
PROJECT DATA

- THIS IS A RESIDENTIAL PROJECT CONSISTING OF 320 NEW HOMES OF FOUR OWNERSHIP HOUSING TYPES:
- 223 SINGLE FAMILY DETACHED (5,000; 6,000 AND 7,000 SQFT LOTS)
 - 42 COURTYARD STYLE HOMES
 - 21 SENIOR COTTAGES (FOR SALE)
 - 34 SENIOR DUETS (FOR SALE)

- IN-TRACT IMPROVEMENTS CONSIST OF THE FOLLOWING ELEMENTS:
- PUBLIC CIRCULATION NETWORK AND PRIVATE STREETS, COURTS AND ALLEYS
 - ACTIVE AND PASSIVE OPEN SPACE AND AMENITIES, FEATURING A CENTRALLY-LOCATED CLUBHOUSE AND POOL
 - CURB-SIDE AND BAY SHARED PARKING
 - JACKSON TRAIL

- OFF-SITE IMPROVEMENTS CONSIST OF THE FOLLOWING:
- RE-ALIGNMENT OF BARRETT ROAD BETWEEN SORREL WAY AND HILL ROAD
 - HILL ROAD HALF STREET IMPROVEMENTS
 - JACKSON PARK IMPROVEMENTS

ATTACHMENT B.



VICINITY MAP

COMPREHENSIVE SITE PLAN EXHIBITS

PD-01	TITLE SHEET
PD-02	EXISTING CONDITIONS
PD-03	COMPREHENSIVE SITE PLAN
PD-04	DEVELOPMENT STANDARDS
PD-05	PRELIMINARY PHASING PLAN
PD-06	PRELIMINARY STAGING PLAN

SENIOR HOUSING AND AMENITIES EXHIBITS

PD-07	COMPREHENSIVE SITE PLAN
12 SHEETS	SENIOR DUETS AND COTTAGES (SINGLE FAMILY DETACHED) (BASSENIAN-LAGONI)

TRADITIONAL HOUSING AND AMENITIES EXHIBITS

PD-08	COMPREHENSIVE SITE PLAN
PD-09	SITE PLAN - NORTHWEST
PD-10	SITE PLAN - NORTHEAST
PD-11	SITE PLAN - SOUTHWEST
PD-12	SITE PLAN - SOUTHEAST
62 SHEETS	TRADITIONAL AND COURT-HOME STYLE SINGLE FAMILY DETACHED HOMES (KTGY, WHA)

PROJECT BENEFITS

L-1	PARKS, OPEN SPACE AND TRAILS EXHIBIT
L-2A	COMMUNITY ENTRY AND PARK EXHIBIT
L-2B	COMMUNITY CLUBHOUSE EXHIBIT
L-2C	NEW HORIZONS PARK EXHIBIT
L-3	JACKSON PARK RENOVATION EXHIBIT
L-3A	JACKSON PARK RENOVATION EXHIBIT
L-4A	NEW HORIZONS TRAIL EXHIBIT
L-4B	RIPARIAN PLANT PALETTE
L-5	NEW HORIZONS TRAIL AT SENIOR COTTAGES
L-6	TYPICAL MAIL STATION
L-7	MONUMENT SIGN EXHIBIT
A4.1-A4.3	CLUBHOUSE AND OUTDOOR FITNESS FLOOR PLANS AND ELEVATIONS

CIVIL ENGINEERING

PD-13	EXISTING CONDITIONS
PD-14	STREET SECTIONS
PD-15	STREET SECTIONS
PD-16	PRELIMINARY GRADING - NORTHWEST
PD-17	PRELIMINARY GRADING - NORTHEAST
PD-18	PRELIMINARY GRADING - SOUTHWEST
PD-19	PRELIMINARY GRADING - SOUTHEAST
PD-20	GRADING SECTIONS



NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC



Development Process Consultants



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

PD-01

ZA2021-0001



NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

EXISTING CONDITIONS



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

PD-02
ZA2021-0001



Site Information
Current Designation Residential Medium Density (0-7 du/ac)
Proposed Designation No change

Current Zoning Residential Medium Density 7,000 (PD)
Proposed Zoning No Change

Housing Types	
Traditional single-family homes	223
Courtyard homes	42
Senior cottages	21
Senior single-family attached	34
	320

Inclusionary Housing Ordinance Compliance Summary

Required	320 homes @ 15% = 48 homes	
Provided	Senior Duets (Ownership) (Moderate, 110% AMI)	33 DT
	Courtyard Homes (Ownership) (Moderate, 110% AMI)	6 CH

The balance of the requirement, nine homes, will be satisfied by in-lieu fees.

Housing Opportunities Summary

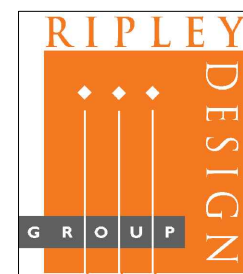
Single Story Homes (60)	SS
Single Family Homes with Junior ADU (23)	JADU
Accessory Dwelling Unit (attached)	ADU

- Legend and Notes
- Tree to remain
 - ✱ Tree to be removed
 - Public trail alignment

Notes
1. Parcel configuration and street sections are preliminary and subject to refinement.

NEW HORIZONS AT MORGAN HILL

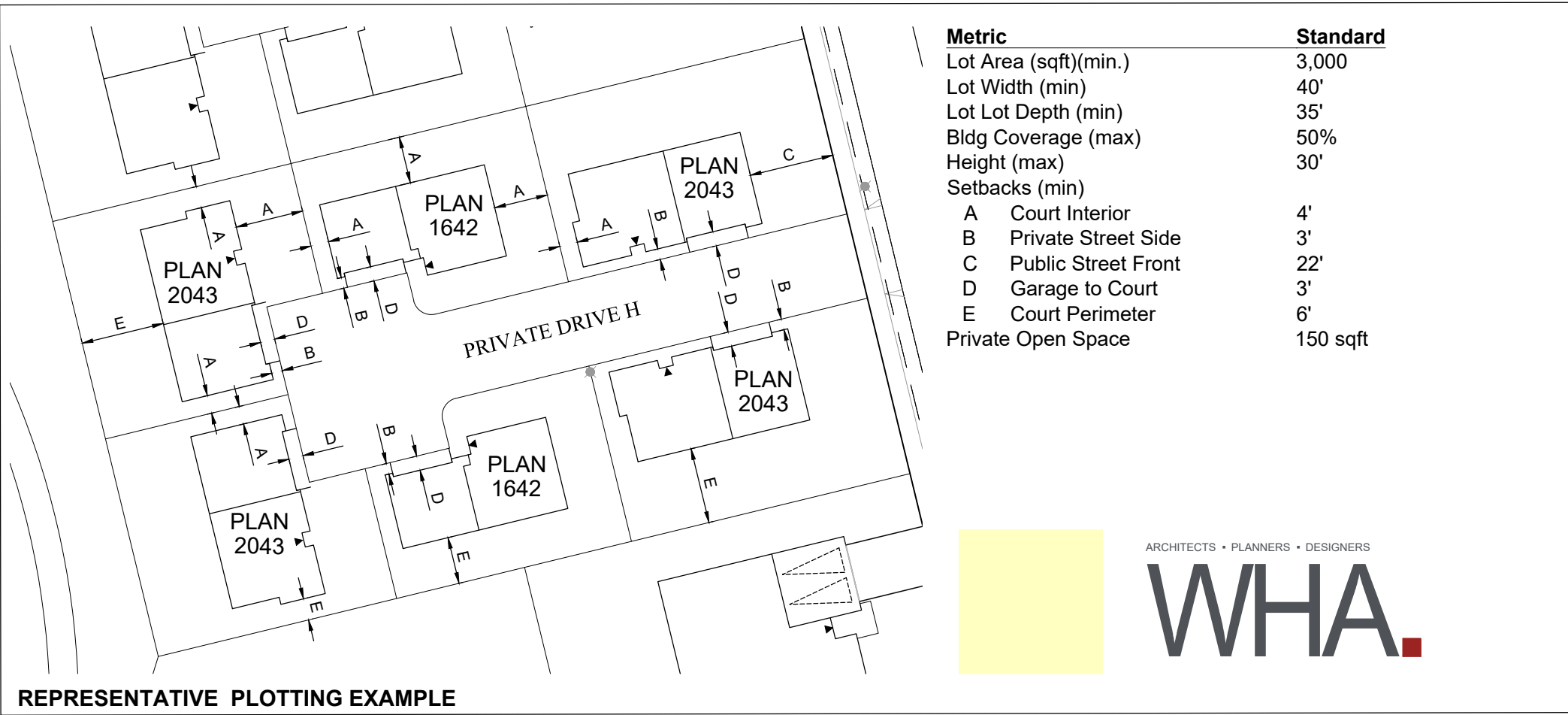
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

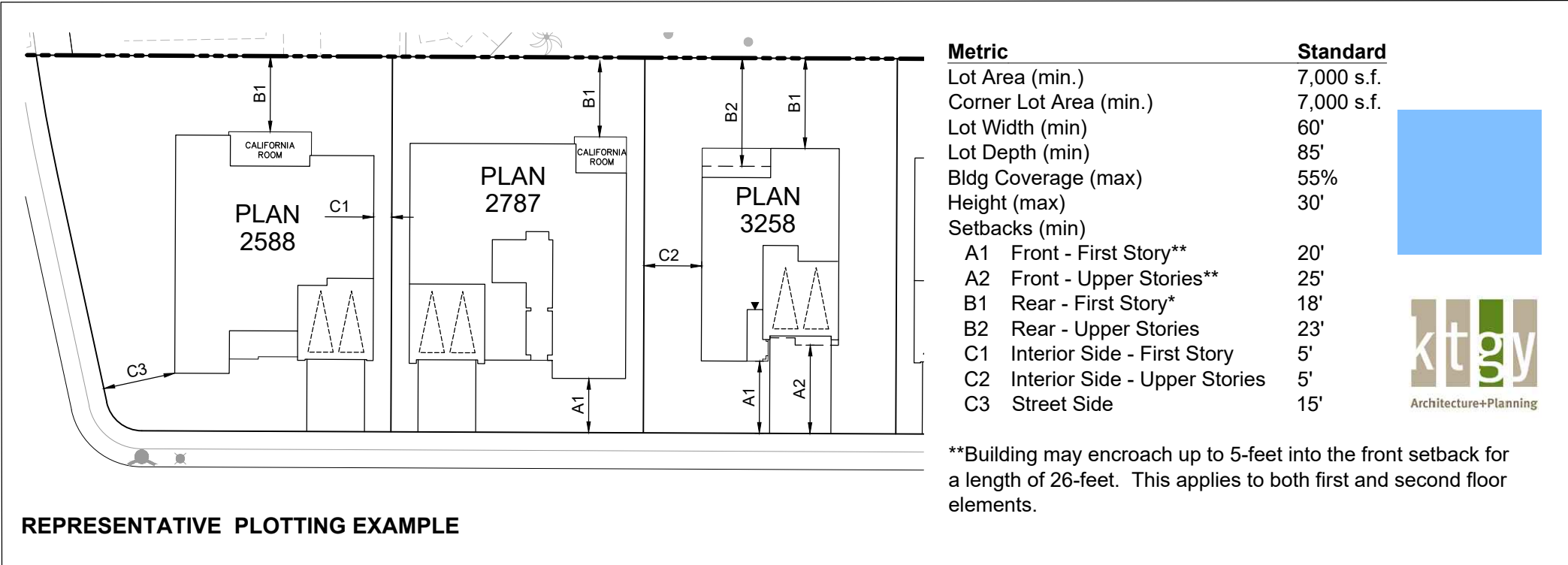
PD-03
ZA2021-0001

PLOT DATE: March 21, 2023
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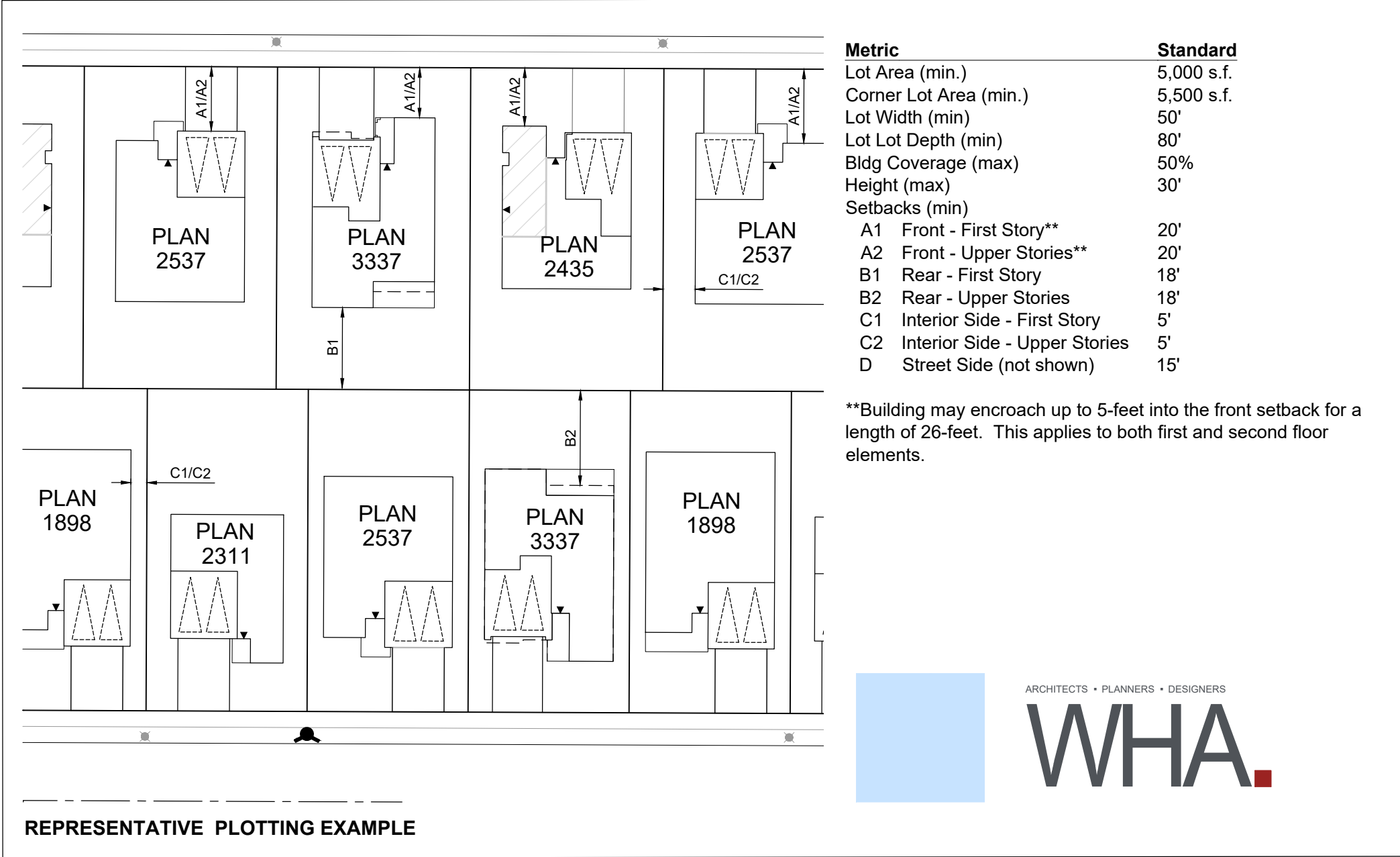
TYPELOGY 1A: COURT HOMES ADJACENT TO SORREL DRIVE

SCALE 1" = 40'



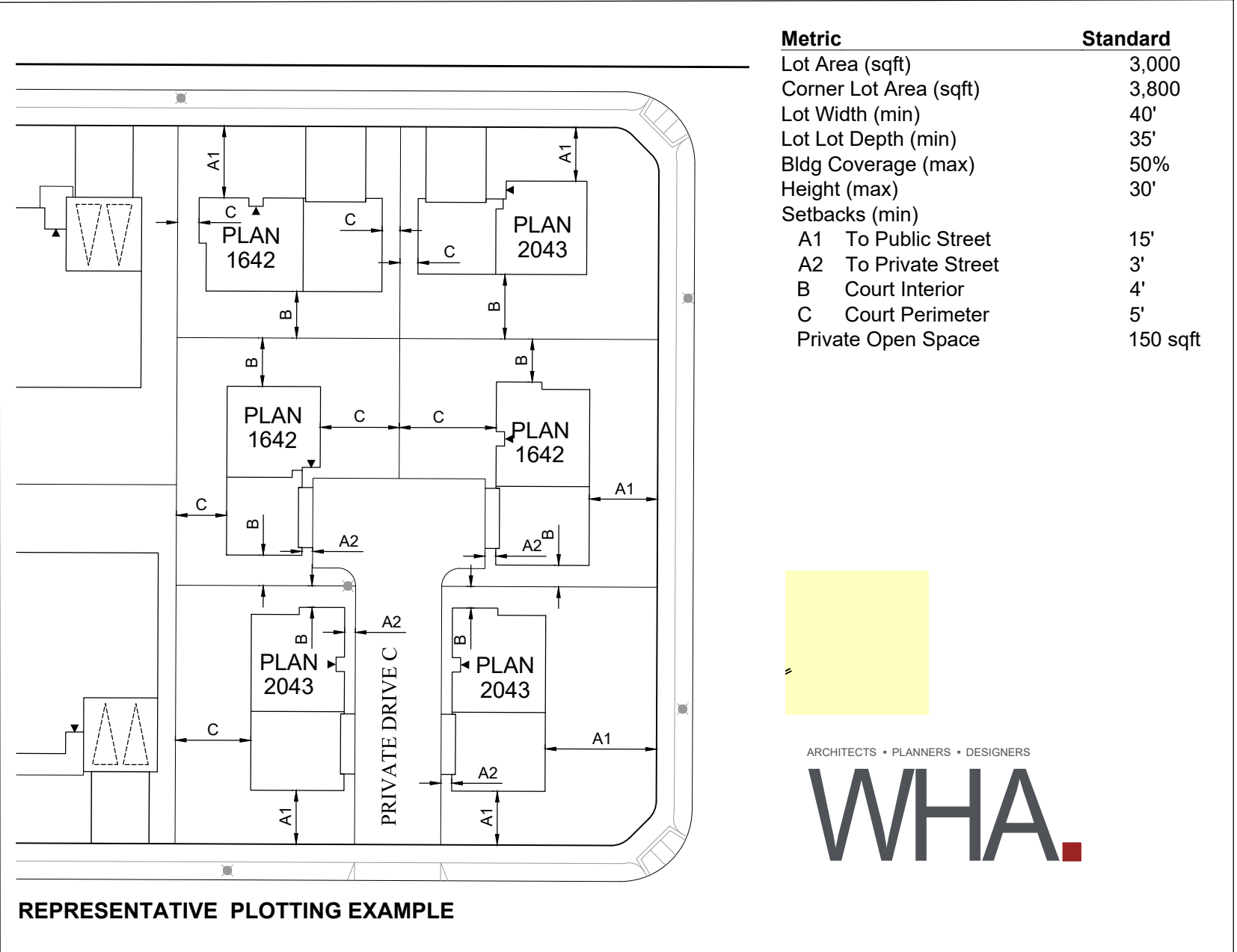
TYPELOGY 2: LARGE LOT SINGLE FAMILY LOTS

SCALE 1" = 40'



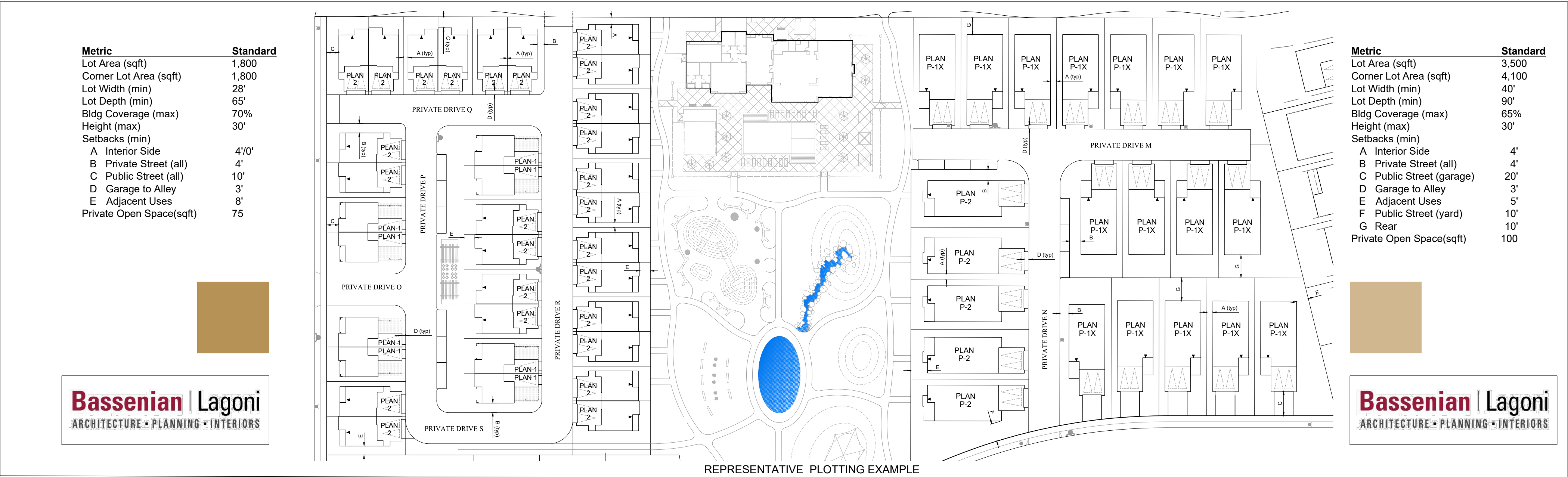
TYPELOGY 2: 5,000 SQFT AND 6,000 SQFT TRADITIONAL SINGLE FAMILY LOTS

SCALE 1" = 40'



TYPELOGY 1B: COURT HOMES AT ENDS OF BLOCKS

SCALE 1" = 40'

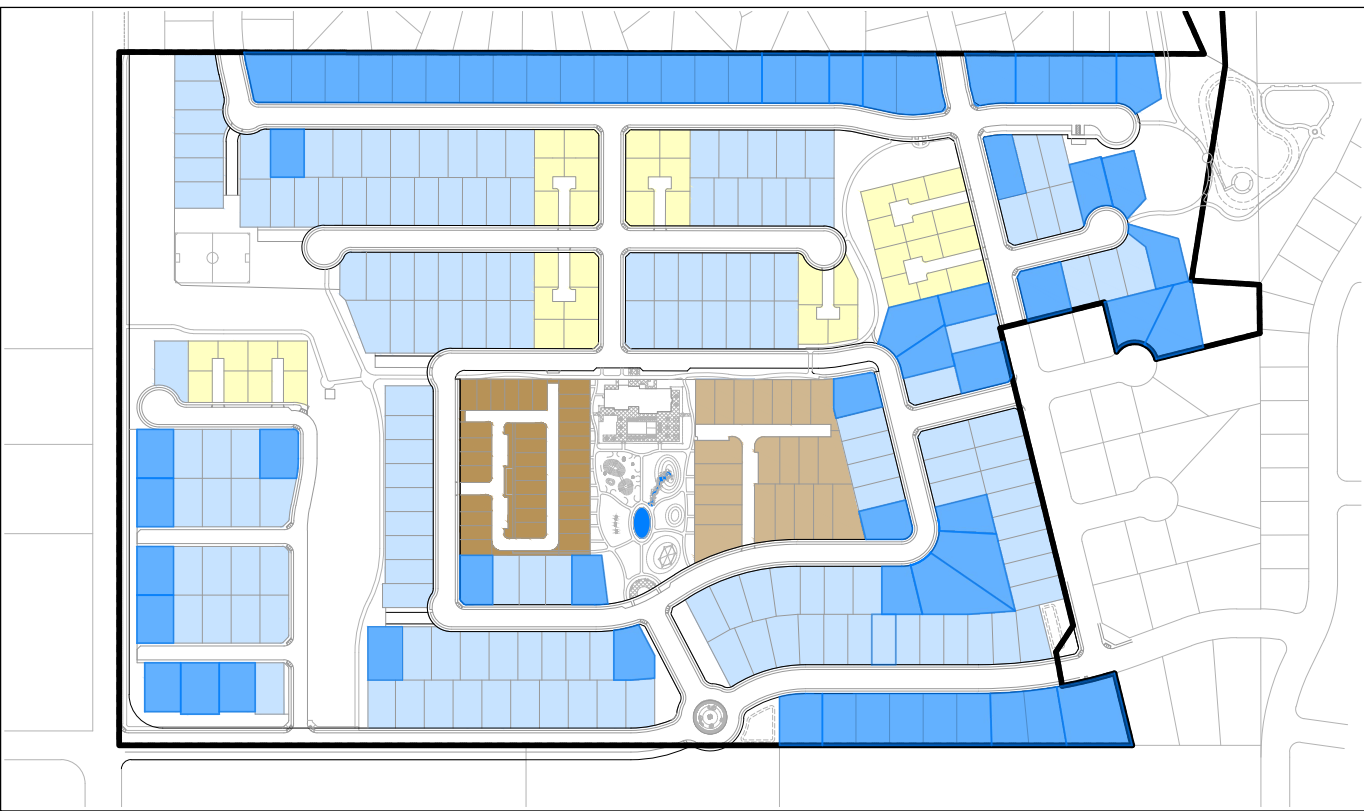


TYPELOGY 3: COTTAGE LOTS

SCALE 1" = 40'

TYPELOGY 4: SENIOR DUETS

SCALE 1" = 40'



KEY MAP
 NTS

GENERAL NOTES (ALL TYPOLOGIES)

- Minimum lot frontage is 40-feet per Municipal Code section 18.16.030.E., except as shown on lot 39 within this plan set.
- For Typology 2, a portion of the building is allowed to project up to five (5) feet into the front yard setback. See Municipal Code section 18.16.030.D. This applies to first and second floors.
- Outdoor rooms within Typology 2 must comply with rear yard setbacks.
- "Standard" distances shown on this sheet are measured to face of stud. Sheathing and exterior finishes (trim, siding, stucco, etc.) may encroach into the setbacks shown on this exhibit.

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
 DATE 3/24/2023
 SCALE AS SHOWN

PD-04

ZA2021-0001

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LEGEND AND NOTES

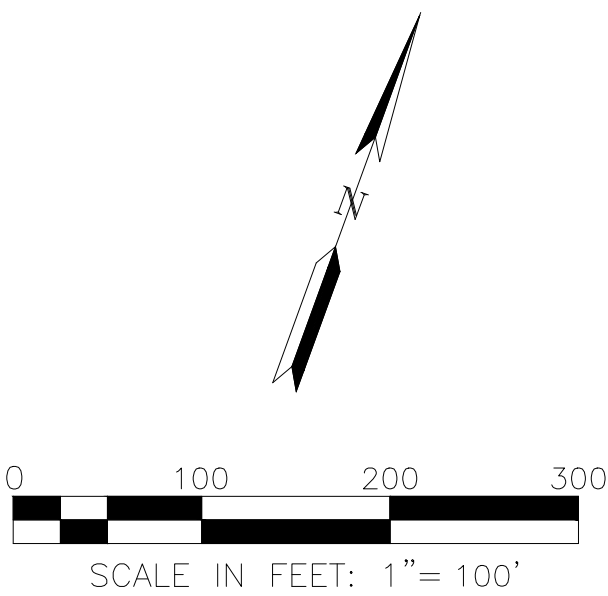
PARKING REQUIRED (MHMC 18.72):		YIELD	COUNT
1. SINGLE FAMILY		265	
	2 COVERED SPACES/UNIT		530
	0.25 GUEST SPACES/UNIT		67
			597
2. SINGLE FAMILY - SENIOR		55	
	2 COVERED SPACES FOR 50% OF UNITS		55
	1 COVERED SPACED FOR 50% OF UNITS		28
	0.25 GUEST SPACES/UNIT		14
			97

	320
COVERED PARKING	613
OPEN PARKING	81
TOTAL	694

PROVIDED PARKING		
GARAGE (COVERED)		632
APRON (OPEN)*		538
STREET CURB-SIDE		380
PARKING BAYS (COVERED)		0
PARKING BAYS (OPEN)		12
DUET PLAN 1 CAR PORT (OPEN)		8
REC CENTER (OPEN)		0

TOTAL COVERED	632
TOTAL OPEN	938
TOTAL PARKING	1,570

*42-COURT HOMES, 26 SENIOR DUETS & 21 SENIOR SINGLE FAMILY LOTS HAVE NO APRON SPACES



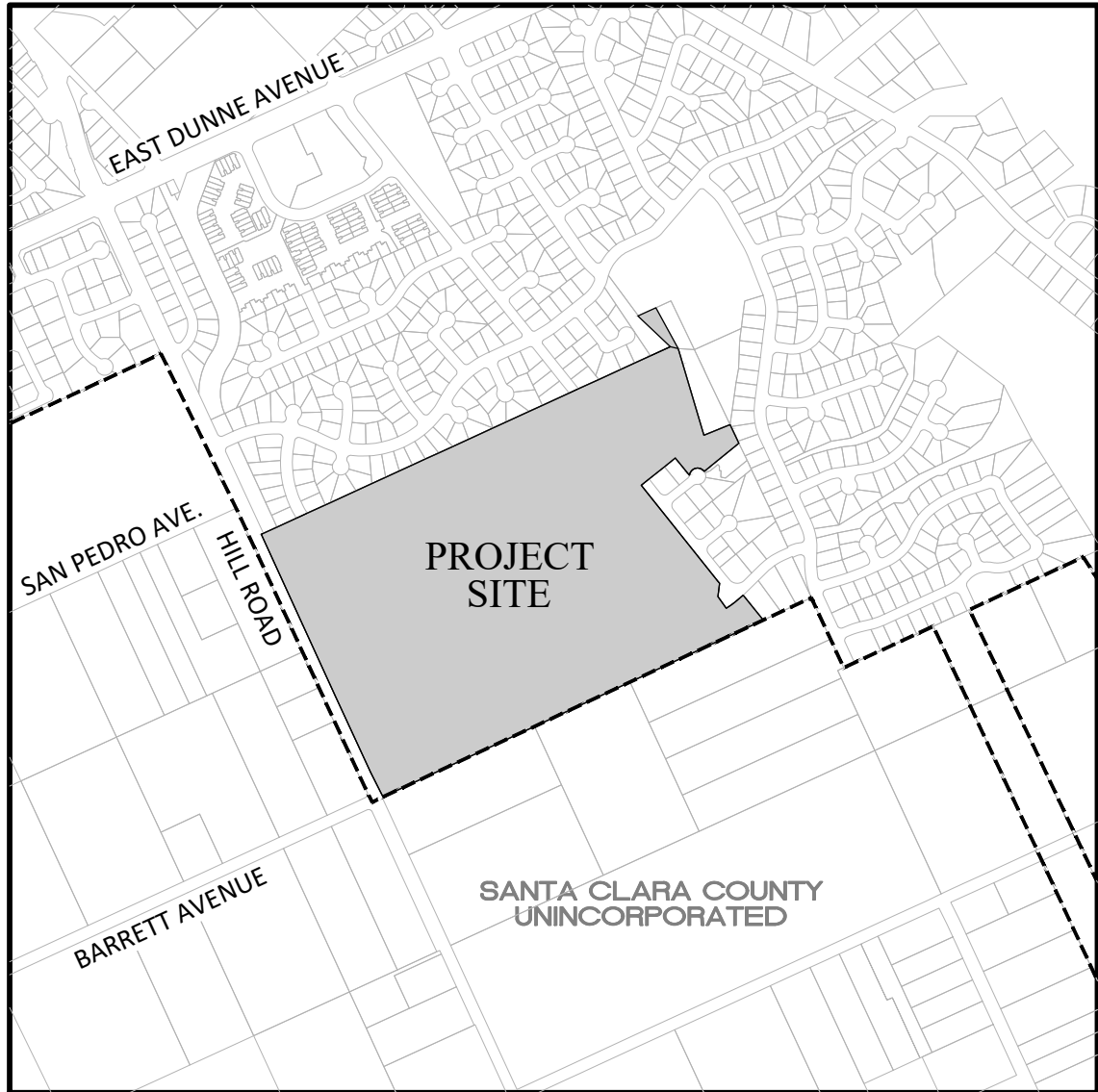
NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

PD-05
ZA2021-0001

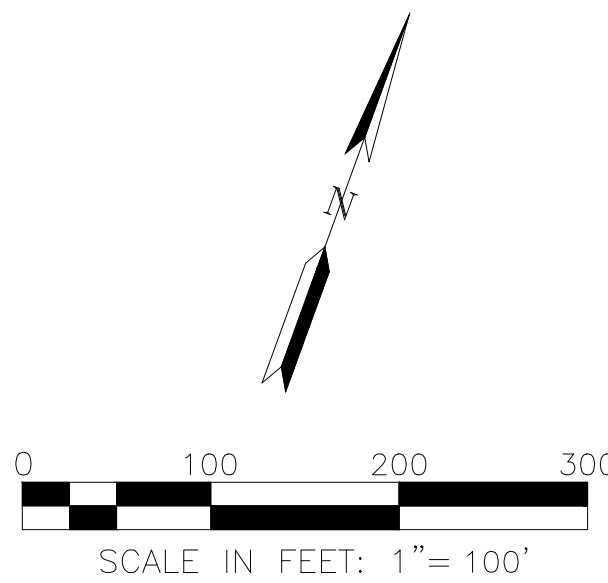
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VICINITY MAP

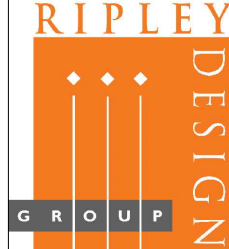
LEGEND AND NOTES

- STAGE 1: IN-TRACT AND OFF-SITE IMPROVEMENTS
- STAGE 2: RECREATIONAL AND PASSIVE AMENITIES
- STAGE 3: SENIOR HOUSING (COTTAGES AND DUETS)
- STAGE 4: PHASED RESIDENTIAL DEVELOPMENT



Notes
1. Off-site right-of-way for the future Hill/Barrett roundabout to be obtained by the City of Morgan Hill.

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

PD-06

ZA2021-0001

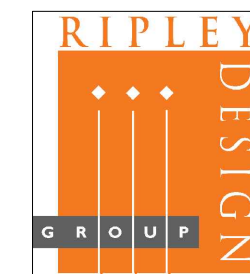
PLOT DATE: March 23, 2023
FILE PATH: W:\Jobs\20\202013 - New Horizons\Drawings\Prelim\Applications\Planned Development (PD)\7 SITE PLAN-SENIORS.dwg

Notes

1. Parcel configuration and street sections are preliminary and subject to refinement.

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

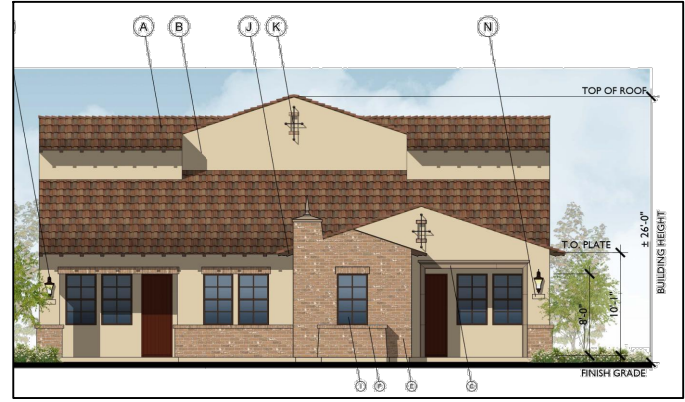
PD-07

ZA2021-0001

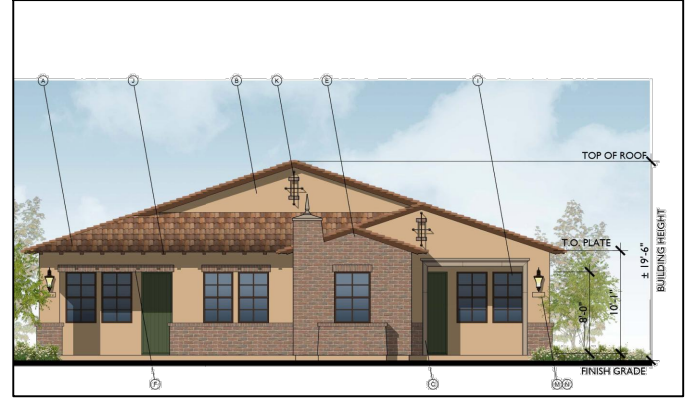
TRAIL ACTIVATION
ENTRIES AND PORCHES
FRONT PUBLIC TRAIL

DIRECT ACCESS TO PUBLIC
TRAIL AND HILL ROAD

DUET PLAN 2
TWO-STORY
2 BED/2 BATH
+ 2 CAR GARAGE



SS DUET PLAN 1
ONE-STORY
1 BED/1 BATH
+ 1 CAR GARAGE
+ 1 CARPORT



DIRECT ACCESS TO
CENTRAL PARK AMENITIES

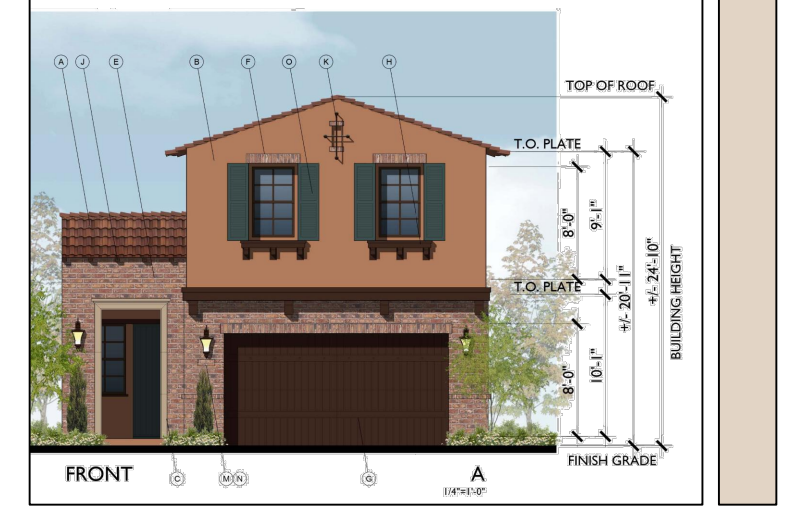
33 - AGE-RESTRICTED HOMES
AVAILABLE AT MODERATE
INCOME LEVEL (110% OF AMI)

CURB-SIDE TEMPORARY PARKING
FOR DELIVERY SERVICES

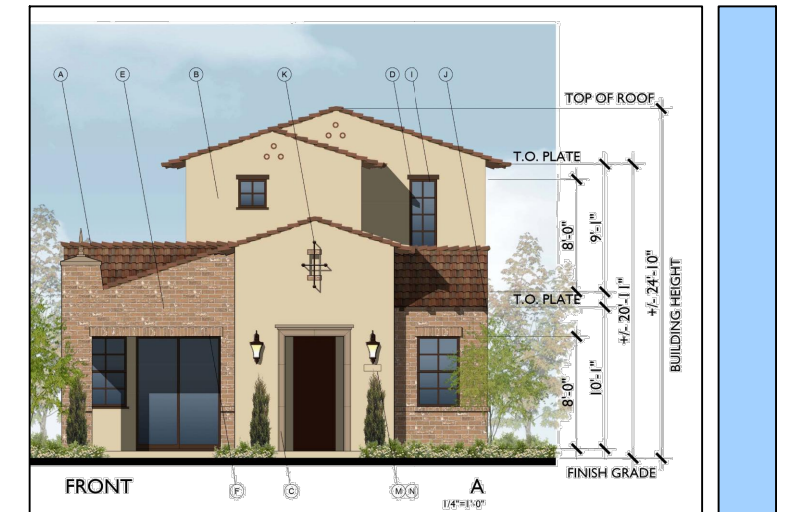
DIRECT ACCESS TO PUBLIC
TRAIL AND HILL ROAD

TRAIL ACTIVATION
ENTRIES AND PORCHES
FRONT PUBLIC TRAIL

COTTAGE PLAN 1X SS
ONE-STORY
2 BED/2 BATH
+ 2 CAR GARAGE



COTTAGE PLAN 2 SS
ONE-STORY
3 BED/2 BATH
+ 2 CAR GARAGE



DIRECT ACCESS TO
CENTRAL PARK AMENITIES

▲ 21 - ATTACHED ADU (STANDARD)



SENIOR HOUSING SITE PLAN

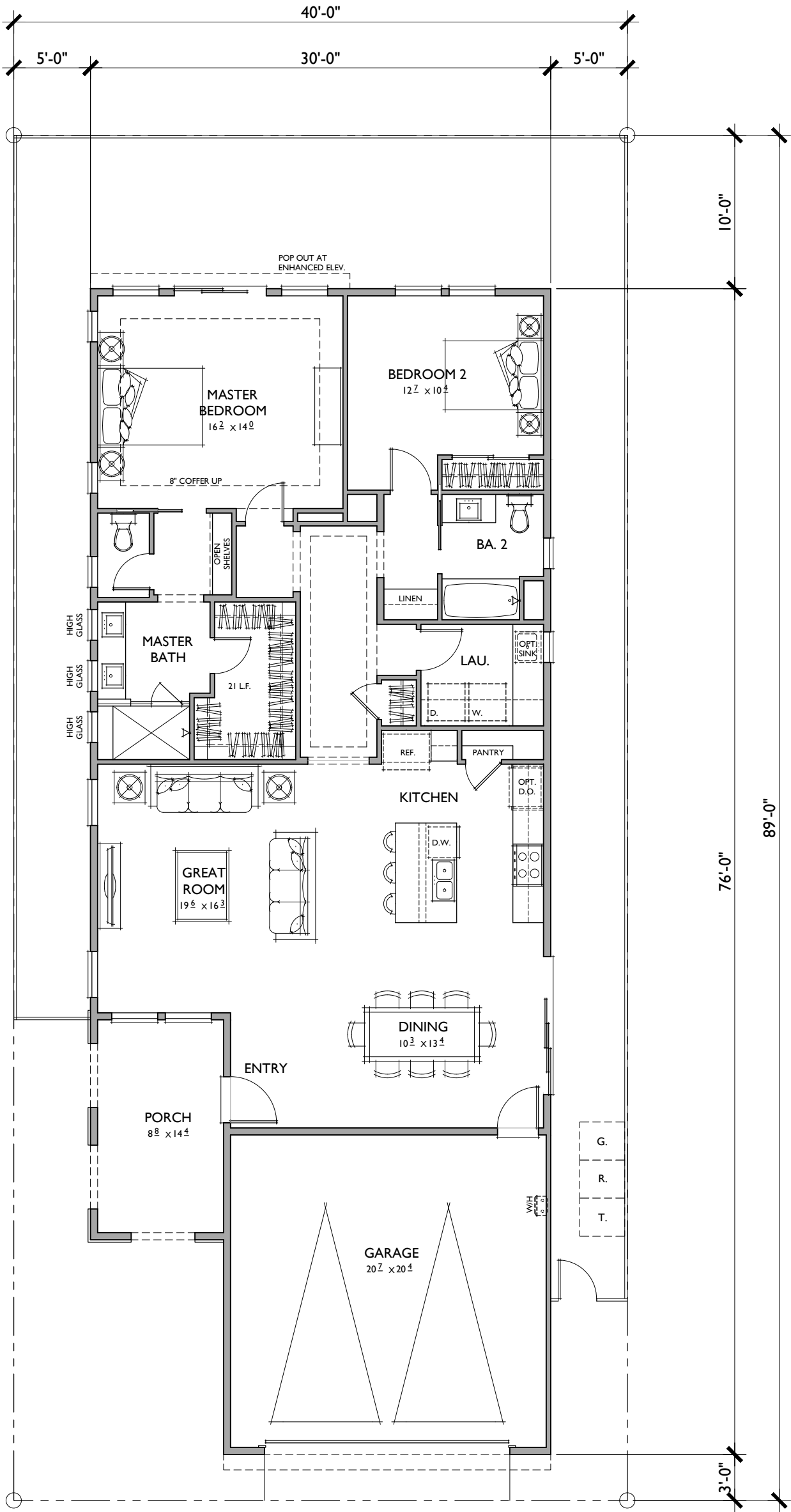
NEW HORIZONS AT MORGAN HILL

BY D.R. HORTON

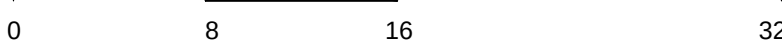


JOB NO. 233-034
DATE 03-12-21
2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100

A3.1



1 PLAN 1 - FIRST FLOOR
SCALE: 1/8" = 1'-0"



PLAN I

1,590 SQ. FT.
TARGET: 1,550 SQ. FT.
2 BEDROOMS / 2 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE

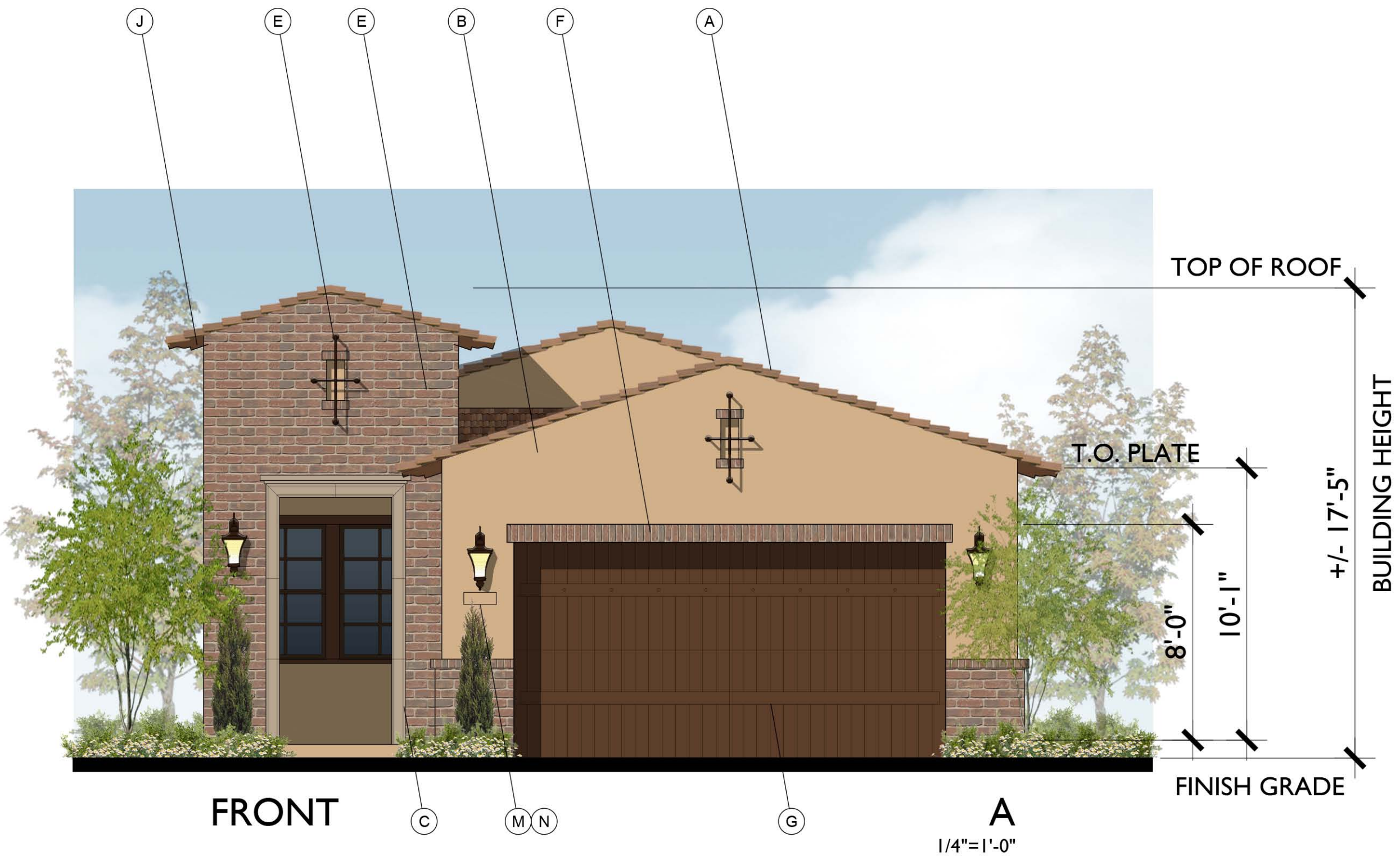
1ST FLOOR	1,590 SQ. FT.
2 - CAR GARAGE	444 SQ. FT.
PORCH	124 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

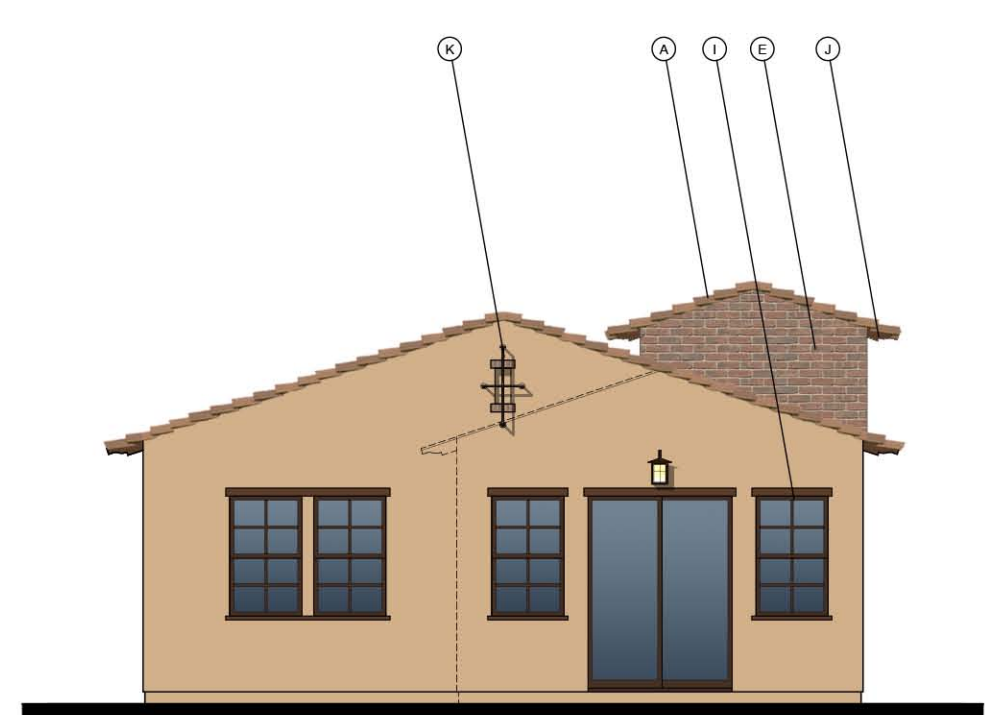
COTTAGES
FLOOR PLAN & ELEVATIONS
EARLY CALIFORNIA

MATERIAL LEGEND

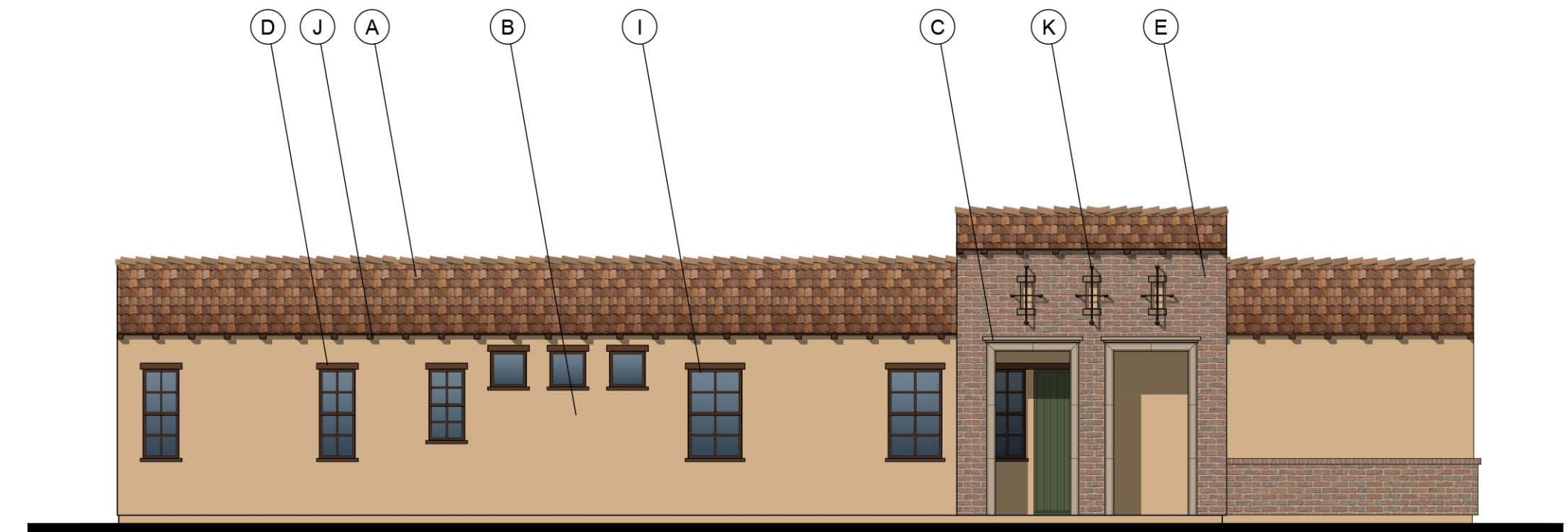
- A. CONCRETE 'S' TILE
- B. STUCCO FINISH
- C. SIMULATED PRECAST TRIM
- D. FOAM TRIM
- E. BRICK VENEER
- F. BRICK HEADER TRIM
- G. ROLL UP GARAGE DOOR
- H. FOAM POTSHELF
- I. VINYL WINDOW
- J. RAFTER TAILS
- K. WROUGHT IRON DETAILS
- L. DECORATIVE FOAM DETAILS
- M. LIGHT FIXTURE
- N. ADDRESS SIGN
- O. SHUTTERS



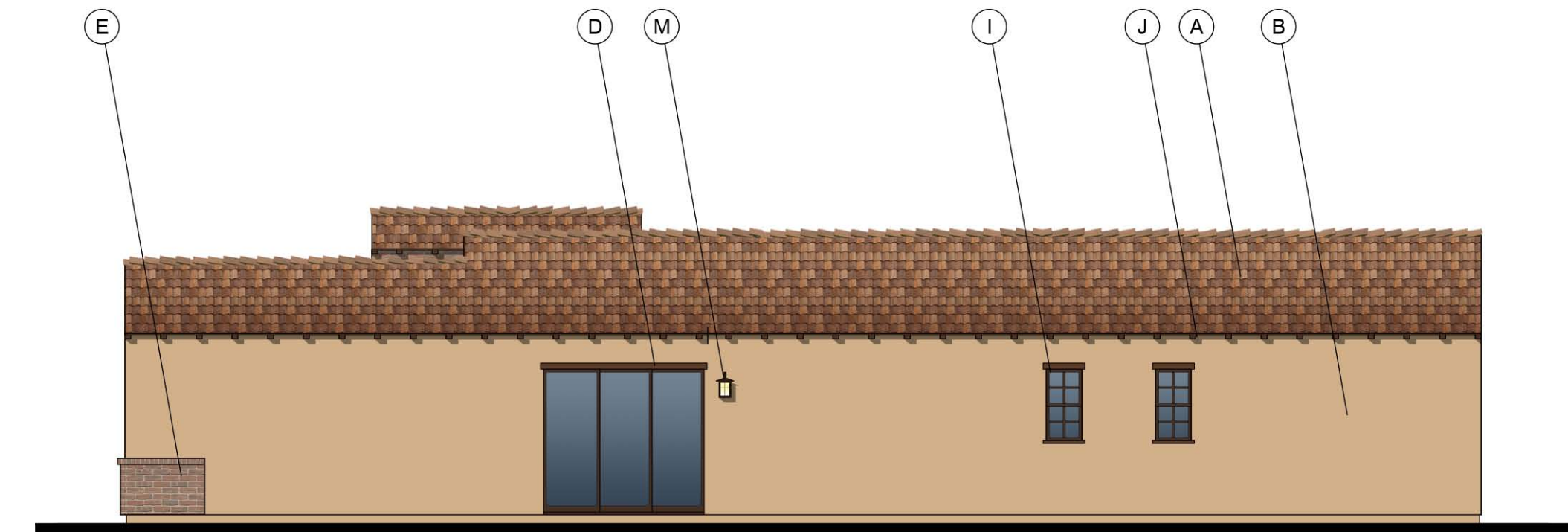
1 PLAN 1 - FRONT ELEVATION
SCALE: 1/4" = 1'-0"



4 PLAN 1 - REAR ELEVATION
SCALE: 1/8" = 1'-0"



3 PLAN 1 - LEFT ELEVATION
SCALE: 1/8" = 1'-0"



2 PLAN 1 - RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

PLAN 1

1,590 SQ. FT.
TARGET: 1,550 SQ. FT.
2 BEDROOMS / 2 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	1,590 SQ. FT.
2 - CAR GARAGE	444 SQ. FT.
PORCH	124 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

COTTAGES
FLOOR PLAN & ELEVATIONS
EARLY CALIFORNIA

NEW HORIZONS AT MORGAN HILL

BY D.R. HORTON

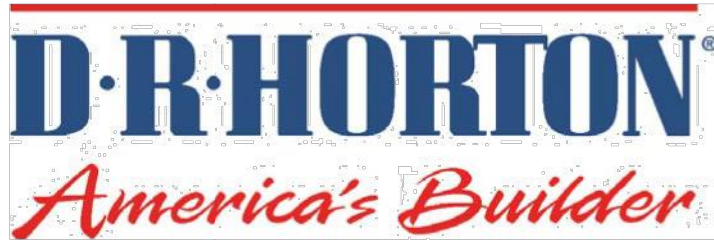


JOB NO. 233-034
DATE 03-10-20
2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100

A3.2

NEW HORIZONS AT MORGAN HILL

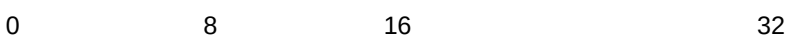
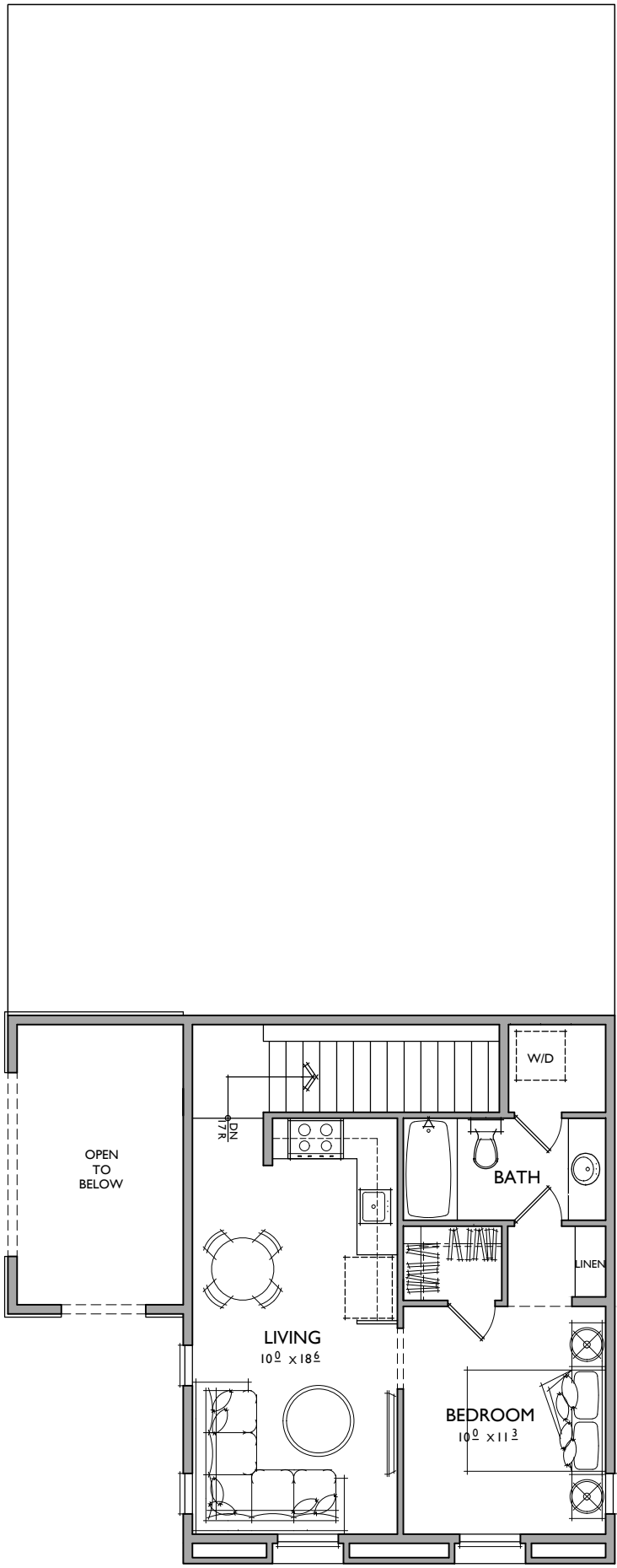
BY D.R. HORTON



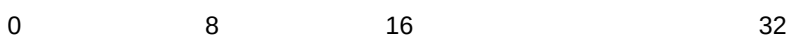
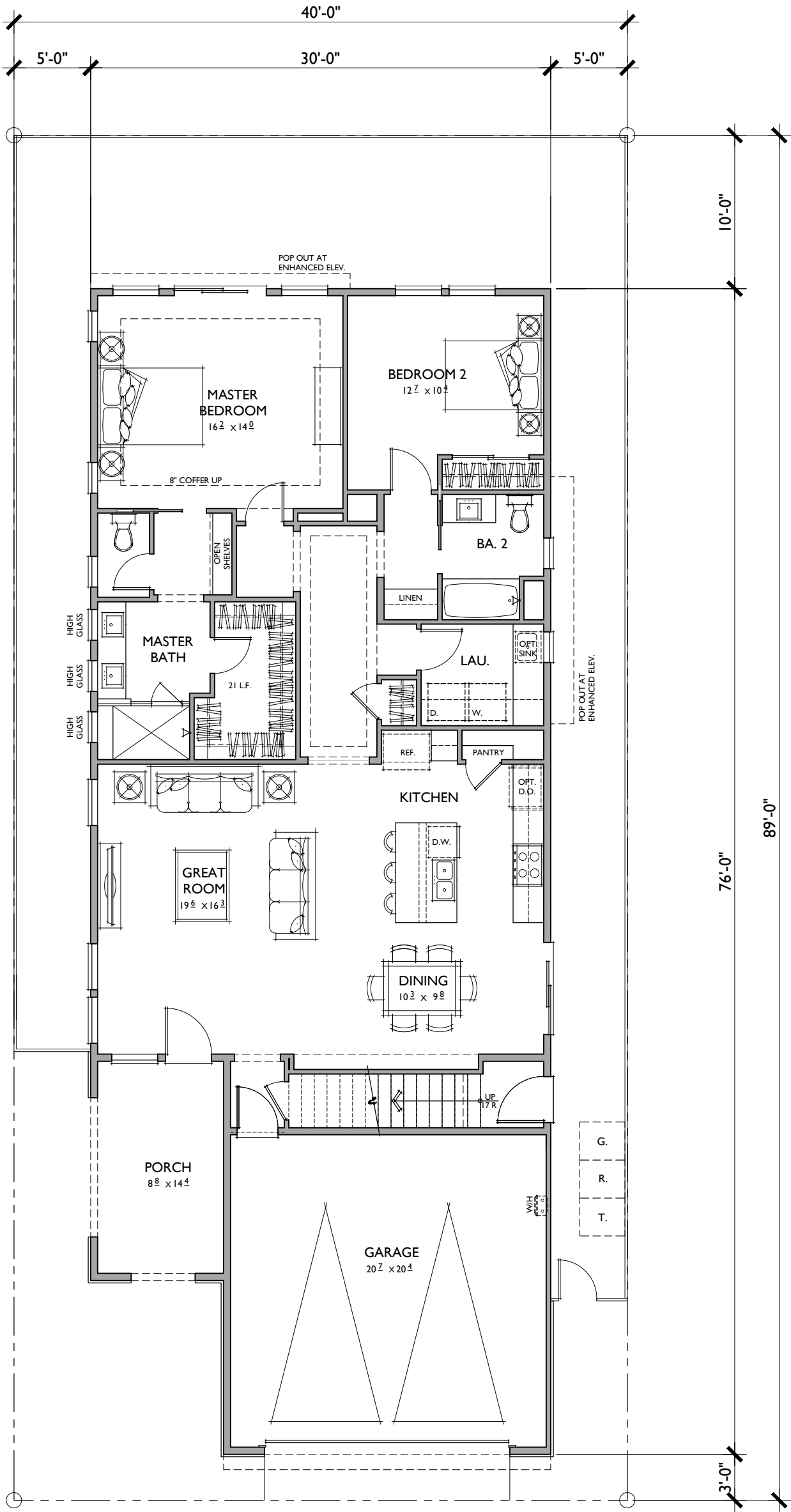
JOB NO. 233-034
DATE 03-12-21
2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100

A3.3

2 PLAN 1X - SECOND FLOOR
SCALE: 1/8" = 1'-0"



1 PLAN 1X - FIRST FLOOR
SCALE: 1/8" = 1'-0"



AFFORDABLE | BEDROOM

FLOOR AREA TABLE	
BEDROOM / STUDIO	556 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

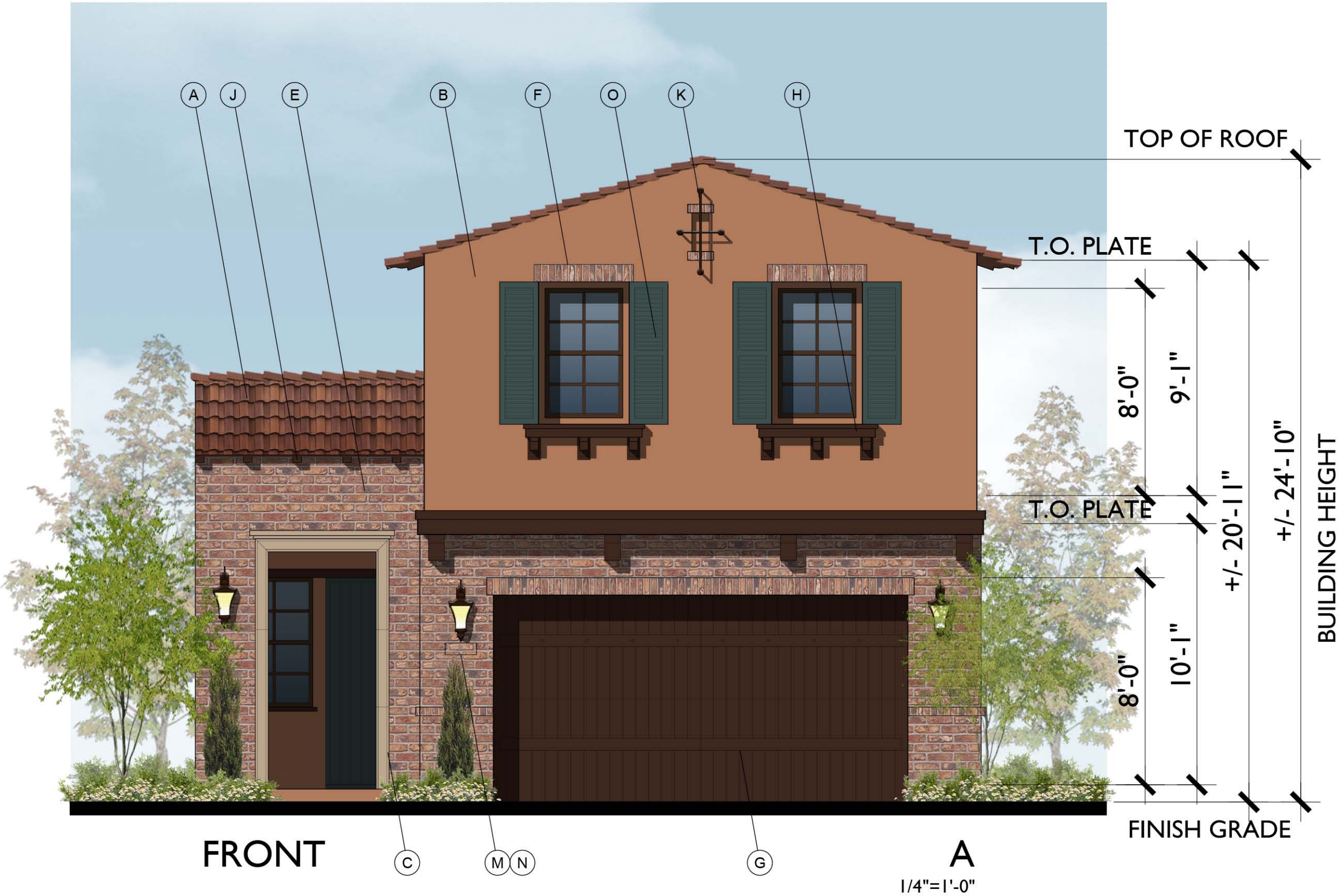
PLAN 1X

TARGET: 2,000 SQ. FT.
2 BEDROOMS / 2 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	1,525 SQ. FT.
2 - CAR GARAGE	444 SQ. FT.
PORCH	124 SQ. FT.

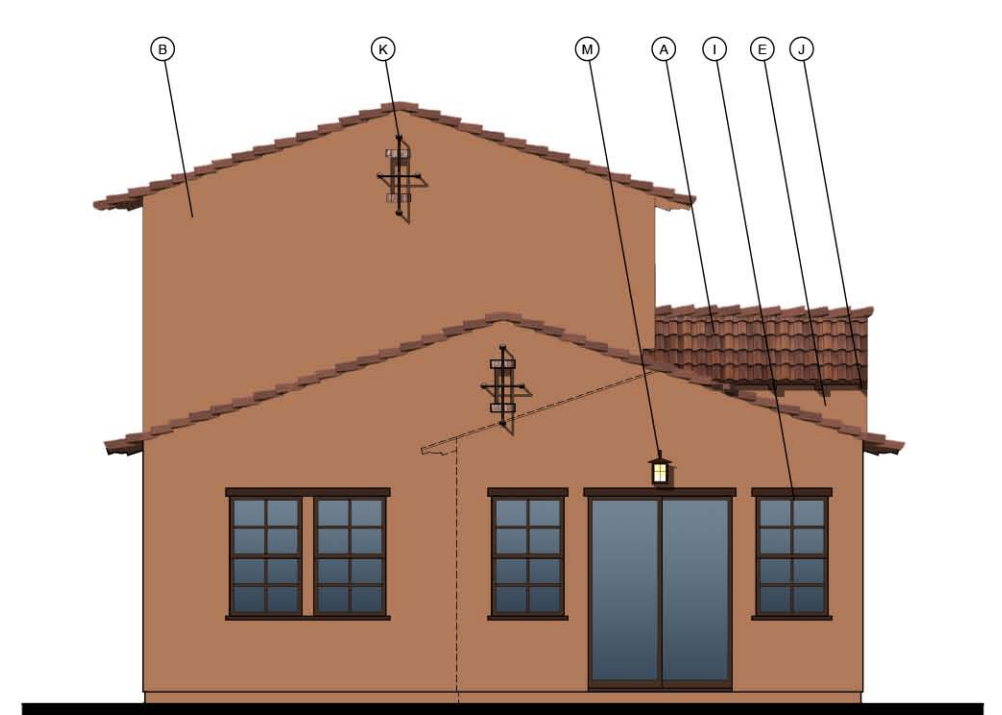
NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

COTTAGES
FLOOR PLAN & ELEVATIONS
EARLY CALIFORNIA

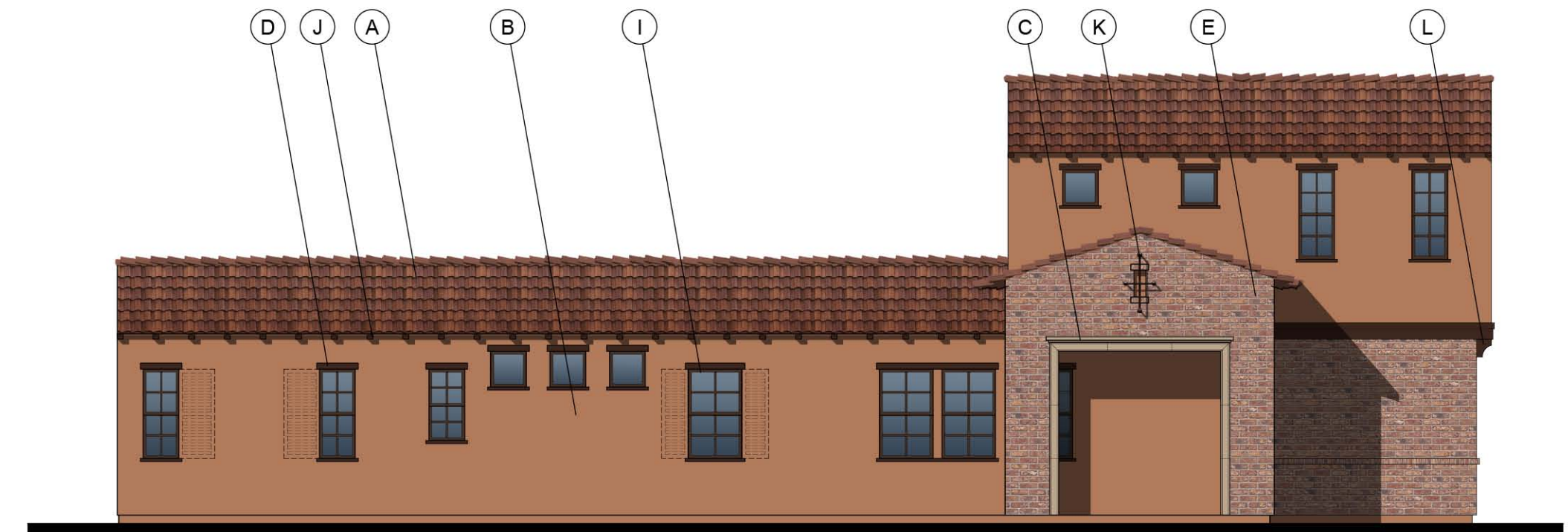


- MATERIAL LEGEND
- A. CONCRETE 'S' TILE
 - B. STUCCO FINISH
 - C. SIMULATED PRECAST TRIM
 - D. FOAM TRIM
 - E. BRICK VENEER
 - F. BRICK HEADER TRIM
 - G. ROLL UP GARAGE DOOR
 - H. FOAM POTSHELF
 - I. VINYL WINDOW
 - J. RAFTER TAILS
 - K. WROUGHT IRON DETAILS
 - L. DECORATIVE FOAM DETAILS
 - M. LIGHT FIXTURE
 - N. ADDRESS SIGN
 - O. SHUTTERS

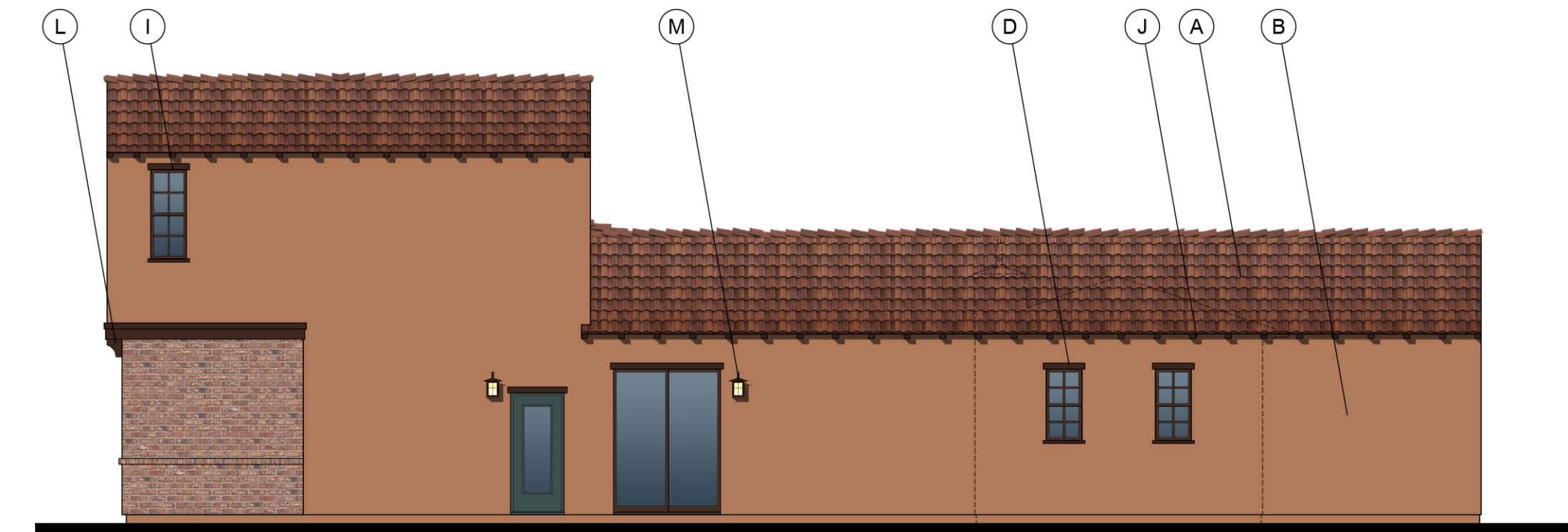
1 PLAN 1X - FRONT ELEVATION
SCALE: 1/4" = 1'-0"



4 PLAN 1X - REAR ELEVATION
SCALE: 1/8" = 1'-0"



3 PLAN 1X - LEFT ELEVATION
SCALE: 1/8" = 1'-0"



2 PLAN 1X - RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

AFFORDABLE | BEDROOM

FLOOR AREA TABLE	
BEDROOM / STUDIO	556 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 1X
TARGET: 2,000 SQ. FT.
2 BEDROOMS / 2 BATHS
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	1,525 SQ. FT.
2 - CAR GARAGE	444 SQ. FT.
PORCH	124 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

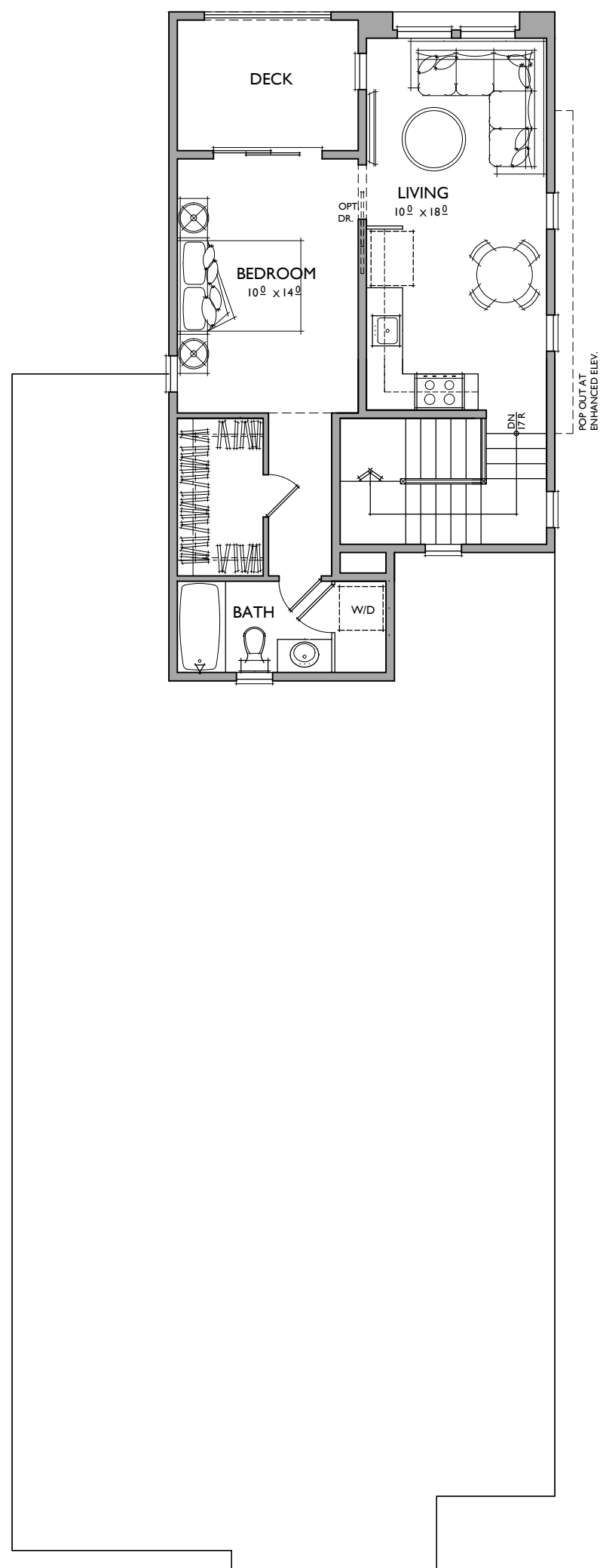
COTTAGES
FLOOR PLAN & ELEVATIONS
EARLY CALIFORNIA

NEW HORIZONS AT MORGAN HILL

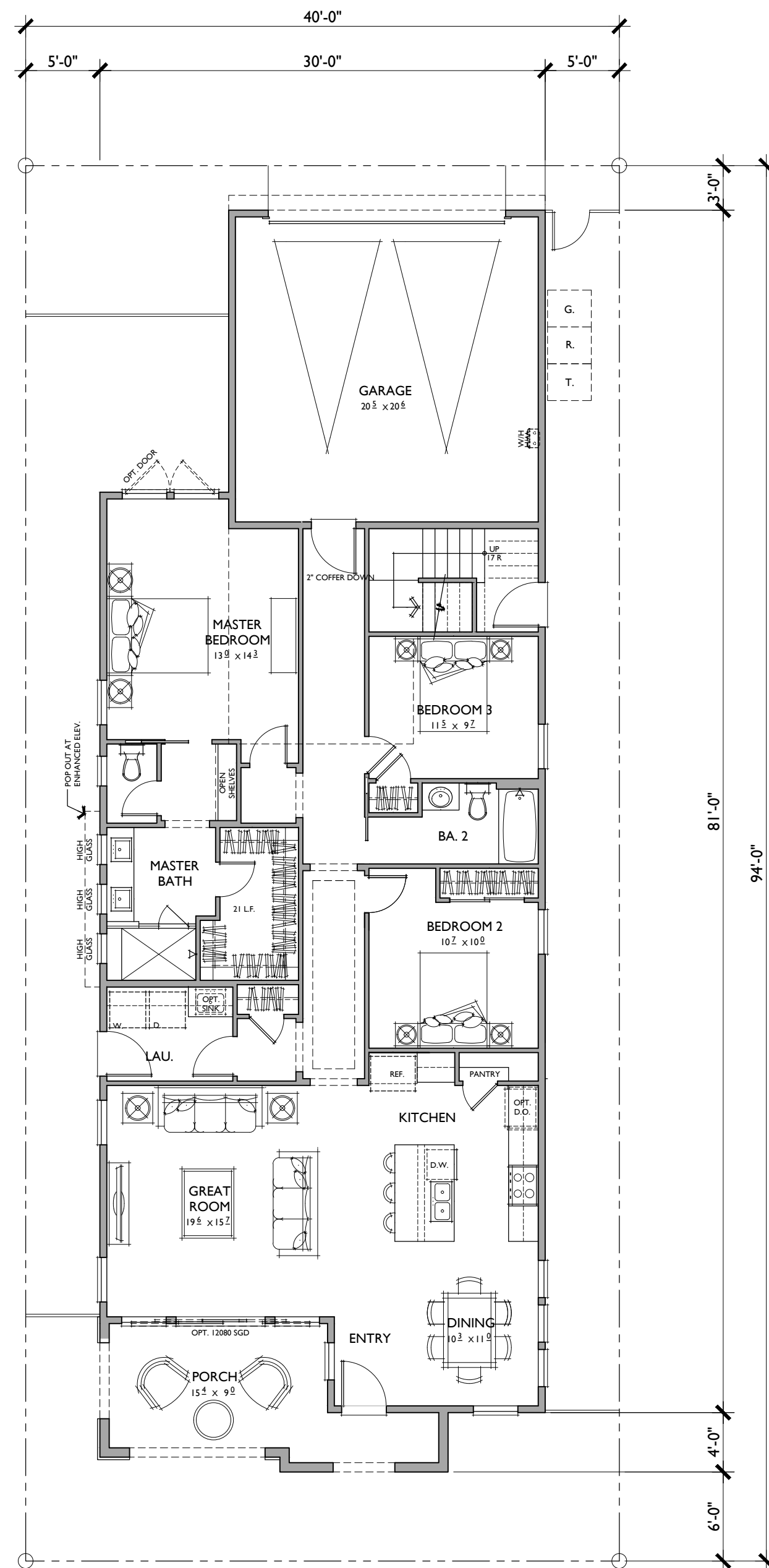
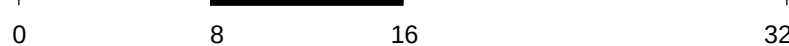
BY D.R. HORTON

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DATE 03-10-20
2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100

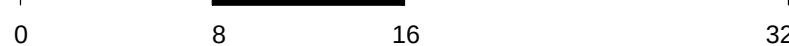
A3.4



2 PLAN 2 - SECOND FLOOR
SCALE: 1/8" = 1'-0"



1 PLAN 2 - FIRST FLOOR
SCALE: 1/8" = 1'-0"



AFFORDABLE | BEDROOM

FLOOR AREA TABLE	
BEDROOM / STUDIO	635 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 2

3 BEDROOMS / 2 BATHS /
2 - CAR GARAGE

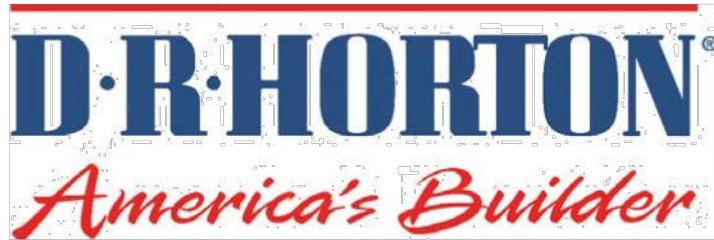
FLOOR AREA TABLE	
1ST FLOOR	1,637 SQ. FT.
2 - CAR GARAGE	448 SQ. FT.
LANAI	174 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

COTTAGES
FLOOR PLAN & ELEVATIONS
EARLY CALIFORNIA

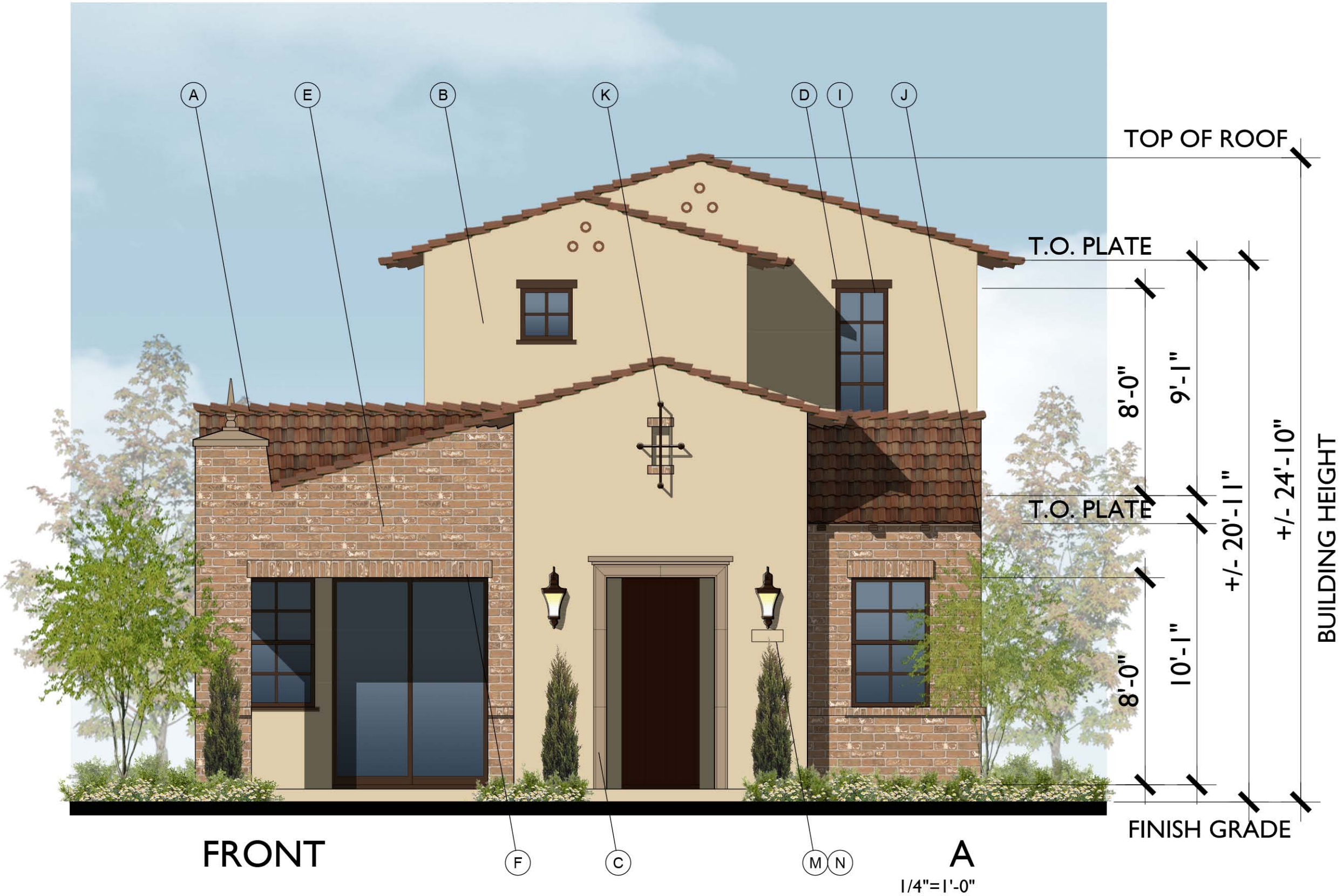
NEW HORIZONS AT MORGAN HILL

BY D.R. HORTON



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DATE 03-12-21
2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100

A3.5

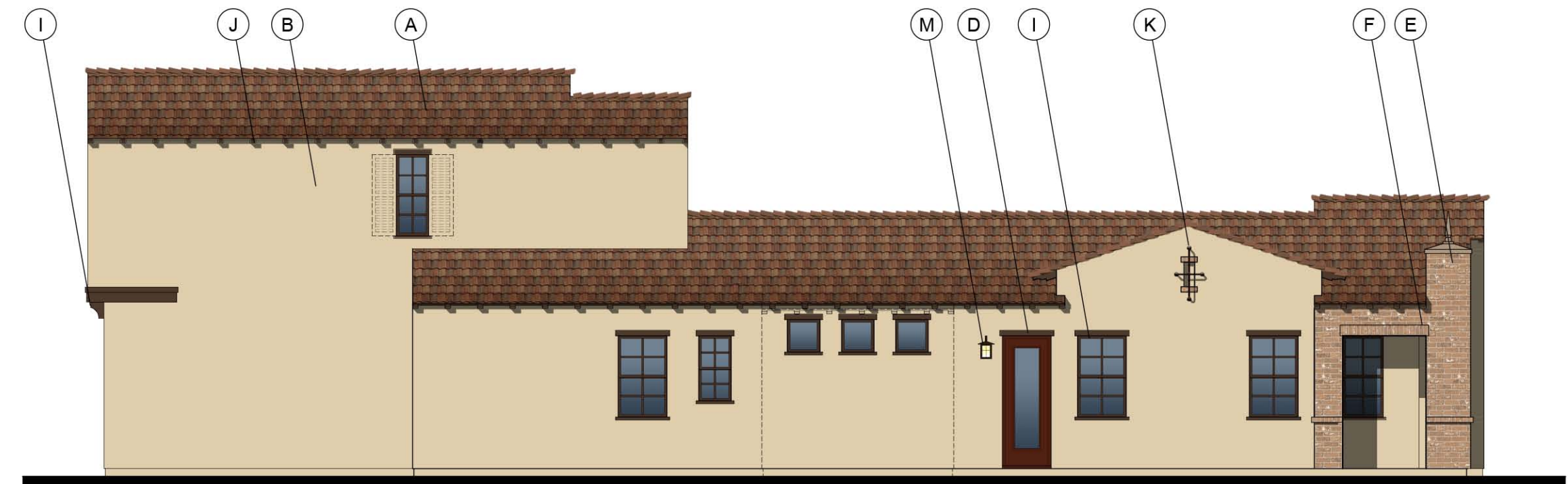


- MATERIAL LEGEND
- A. CONCRETE 'S' TILE
 - B. STUCCO FINISH
 - C. SIMULATED PRECAST TRIM
 - D. FOAM TRIM
 - E. BRICK VENEER
 - F. BRICK HEADER TRIM
 - G. ROLL UP GARAGE DOOR
 - H. FOAM POTSHELF
 - I. VINYL WINDOW
 - J. RAFTER TAILS
 - K. WROUGHT IRON DETAILS
 - L. DECORATIVE FOAM DETAILS
 - M. LIGHT FIXTURE
 - N. ADDRESS SIGN
 - O. SHUTTERS

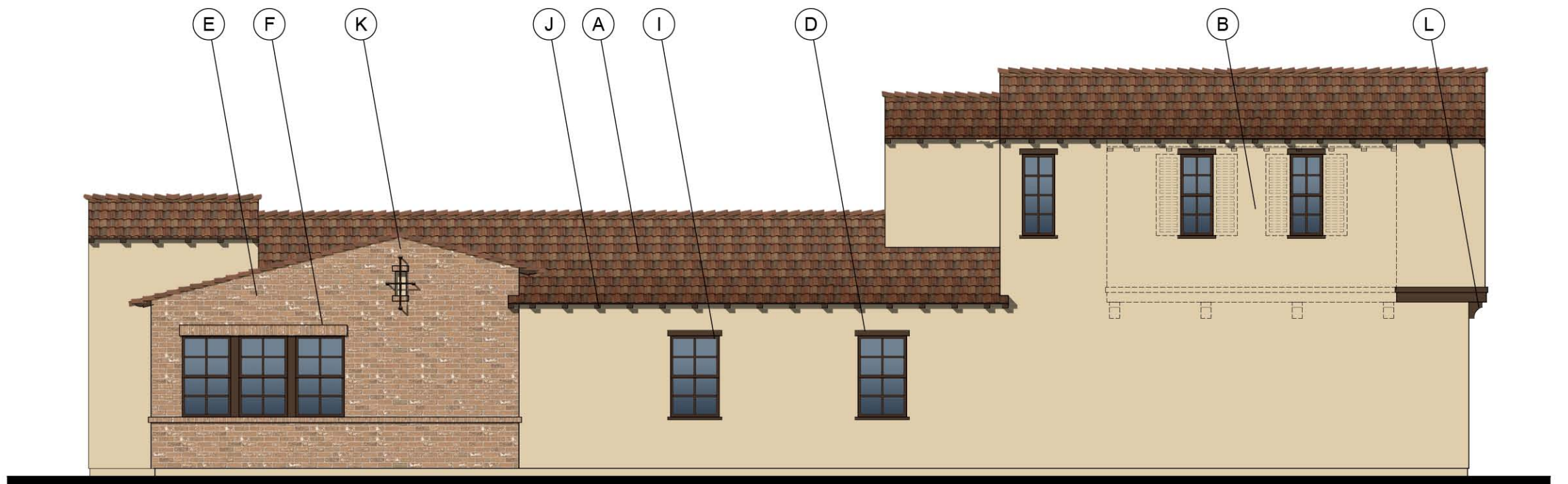
1 PLAN 2 - FRONT ELEVATION
SCALE: 1/4" = 1'-0"



4 PLAN 2 - REAR ELEVATION
SCALE: 1/8" = 1'-0"



3 PLAN 2 - LEFT ELEVATION
SCALE: 1/8" = 1'-0"



2 PLAN 2 - RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

AFFORDABLE | BEDROOM

FLOOR AREA TABLE	
BEDROOM / STUDIO	635 SQ. FT.
NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION	

PLAN 2

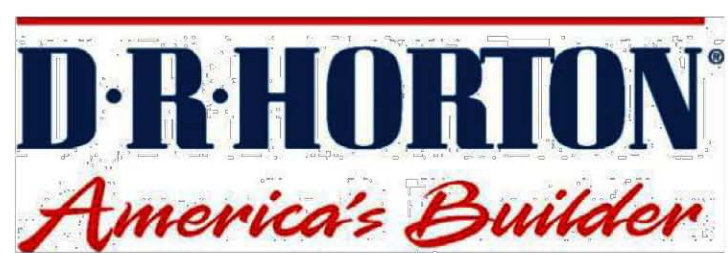
3 BEDROOMS / 2 BATHS /
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	1,637 SQ. FT.
2 - CAR GARAGE	448 SQ. FT.
LANAI	174 SQ. FT.
NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION	

COTTAGES FLOOR PLAN & ELEVATIONS EARLY CALIFORNIA

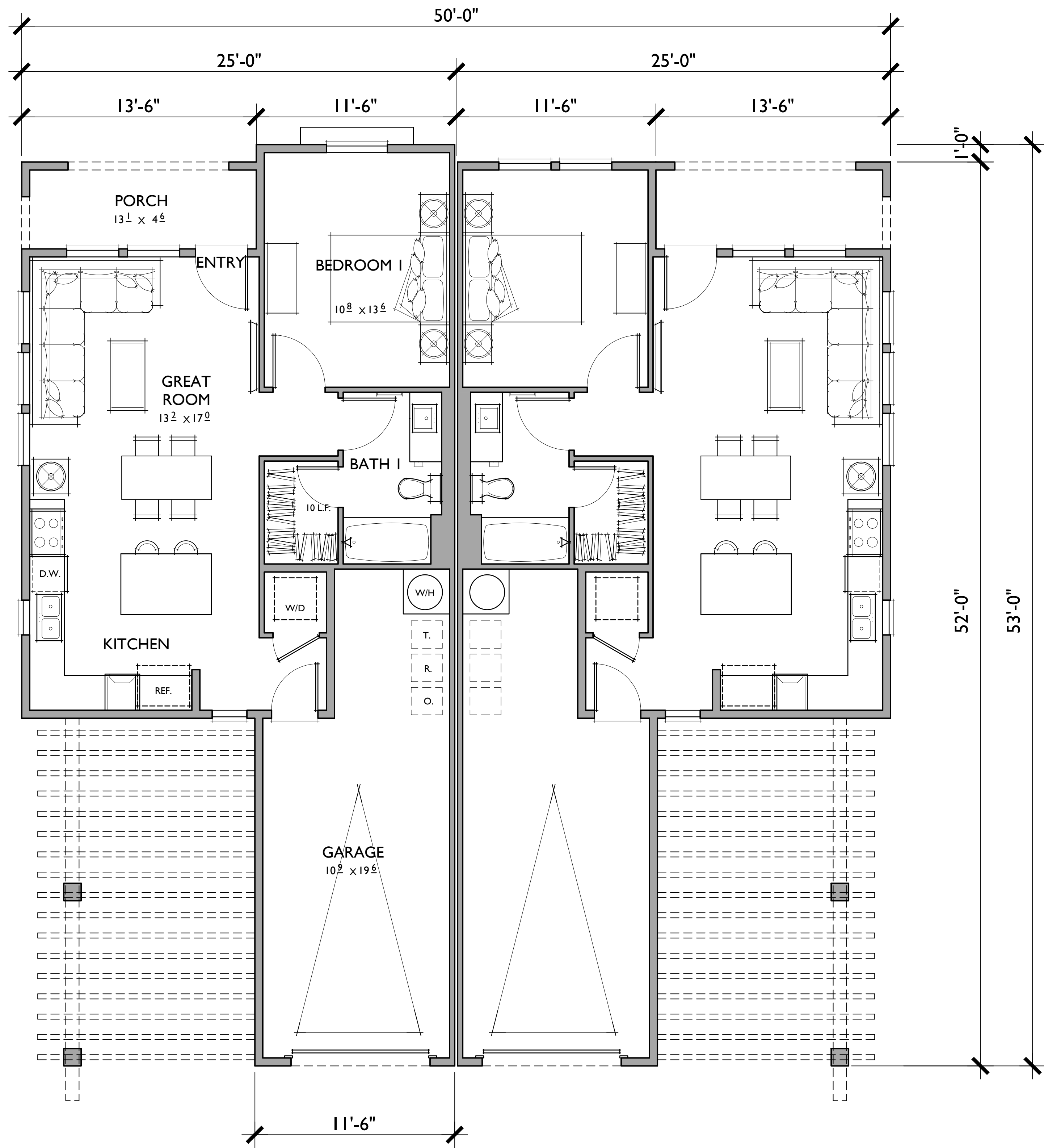
NEW HORIZONS AT MORGAN HILL

BY D.R. HORTON



JOB NO. 233-034
DATE 03-10-20
2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100

A3.6



PLAN I

682 SQ. FT.

1 BEDROOMS / 1 BATHS

1 - CAR GARAGE

FLOOR AREA TABLE

IST FLOOR	682 SQ. FT.
1 - CAR GARAGE	289 SQ. FT.
PORCH	67 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

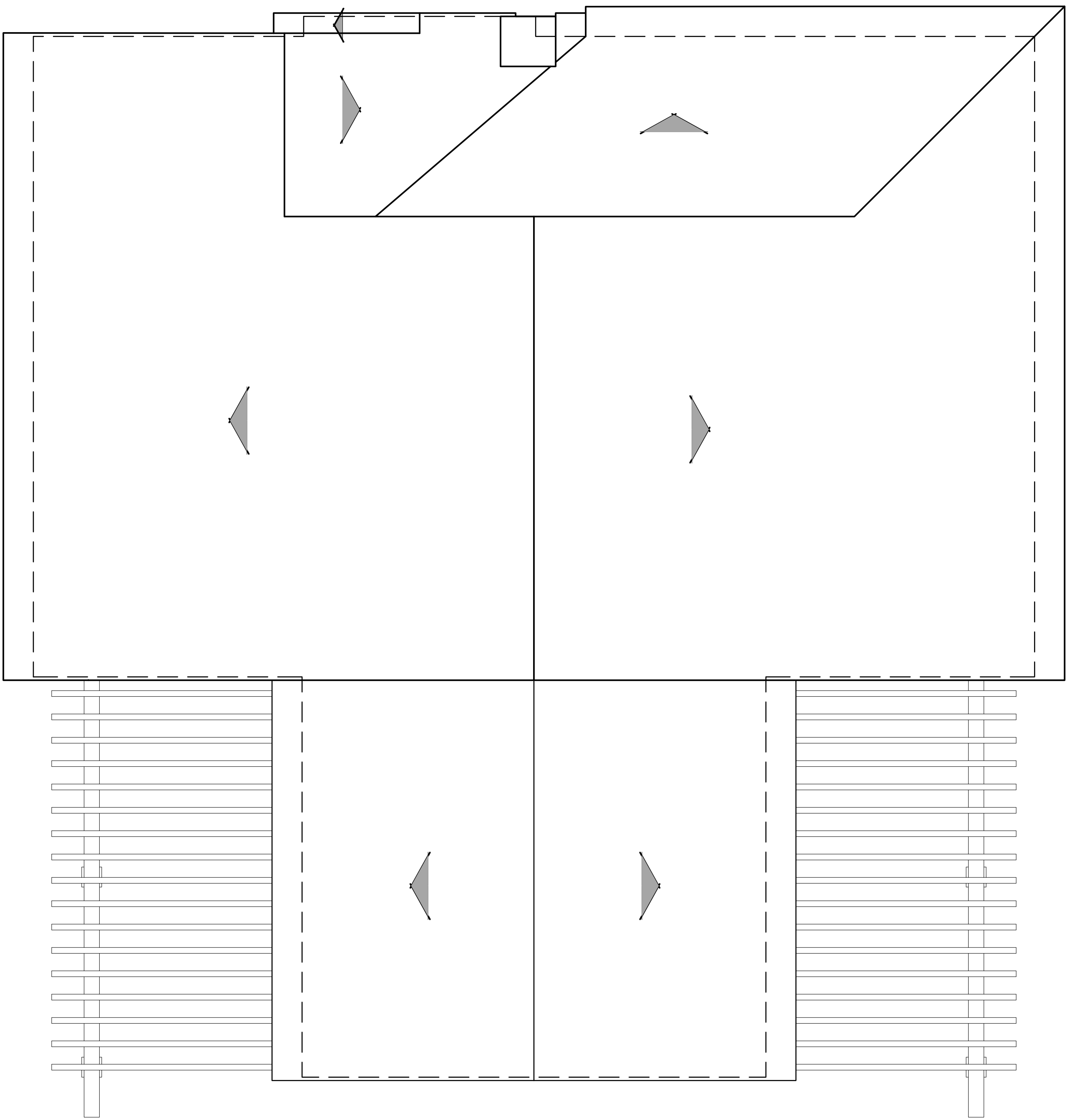


JOB NO. 554-20039

DATE 01-06-23

2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100

SENIOR DUETS FLOOR PLAN



ROOF PLAN A

PITCH: 4:12
RAKE: TIGHT
EAVE: 18"
ROOF MATERIAL: CONCRETE 'S' TILE

1/4"=1'-0"

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

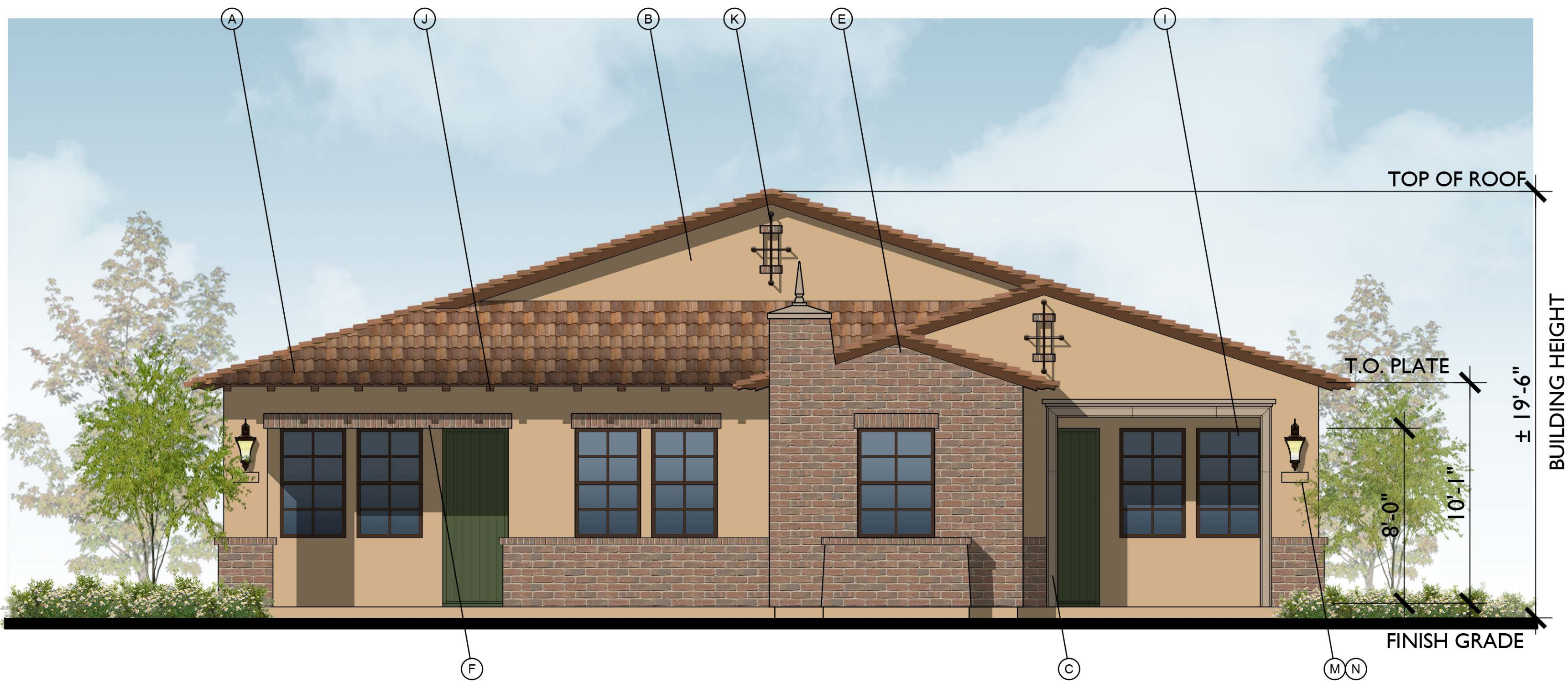


JOB NO. 554-20039
DATE 01-06-23
2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100

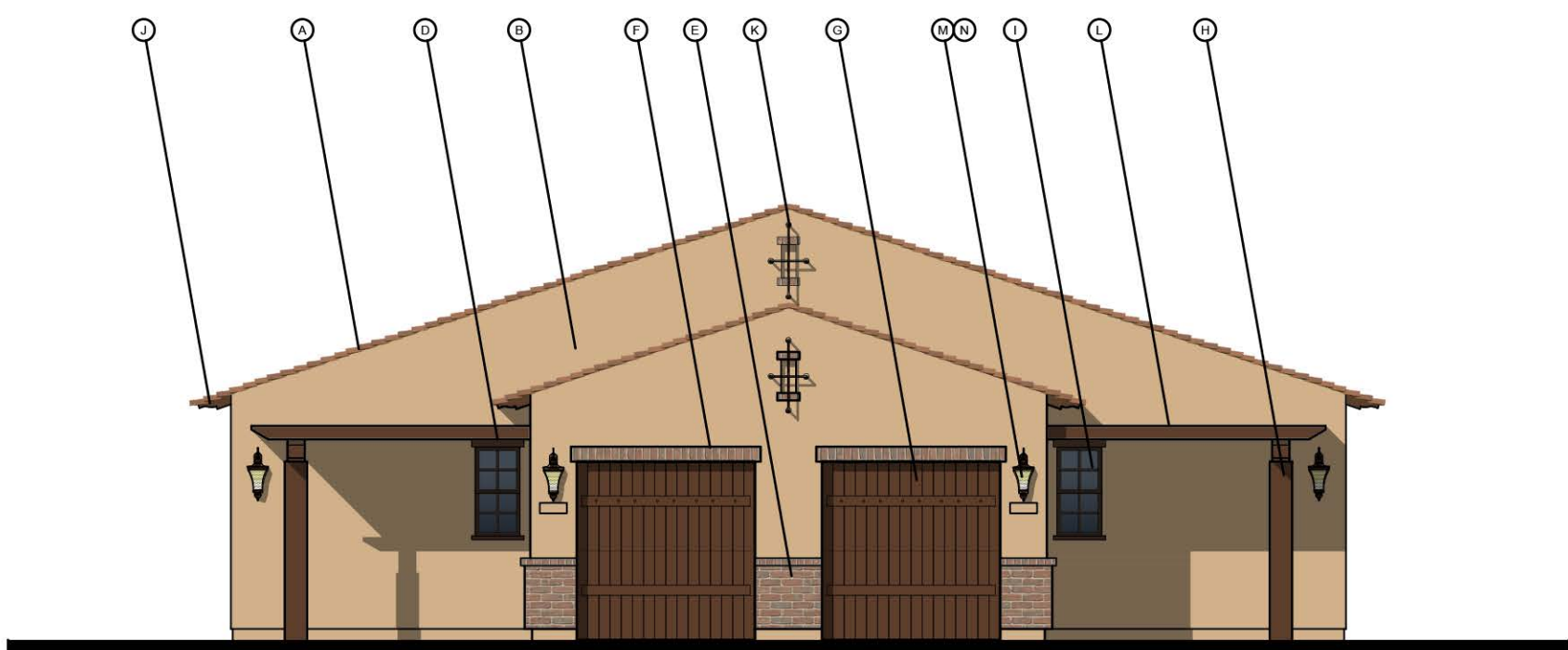
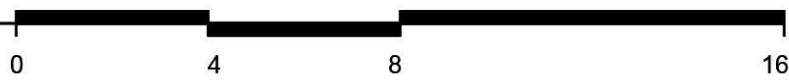
SENIOR DUETS
ROOF PLAN

MATERIAL LEGEND

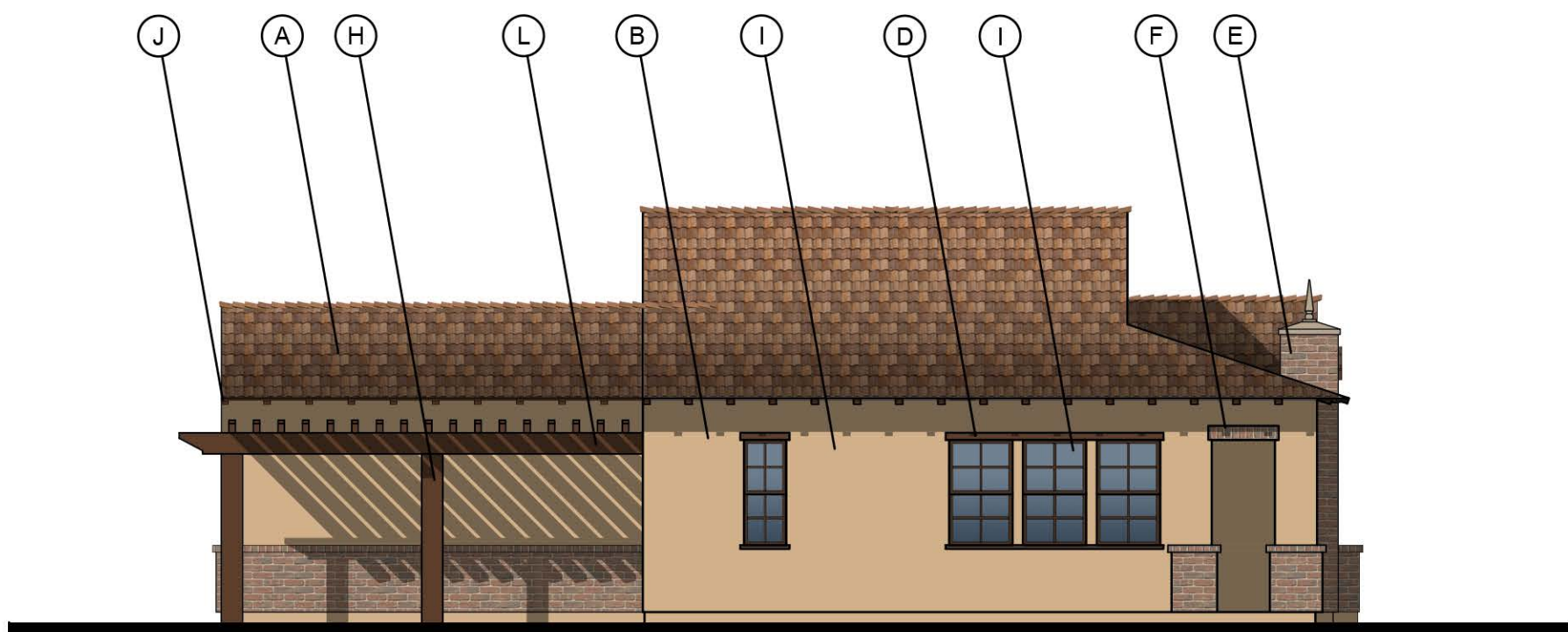
- A. CONCRETE 'S' TILE
- B. STUCCO FINISH
- C. SIMULATED PRECAST TRIM
- D. FOAM TRIM
- E. BRICK VENEER
- F. BRICK HEADER TRIM
- G. ROLL UP GARAGE DOOR
- H. WOOD POST
- I. VINYL WINDOW
- J. RAFTER TAILS
- K. WROUGHT IRON DETAILS
- L. WOOD TRELLIS
- M. LIGHT FIXTURE
- N. ADDRESS SIGN
- O. SHUTTERS



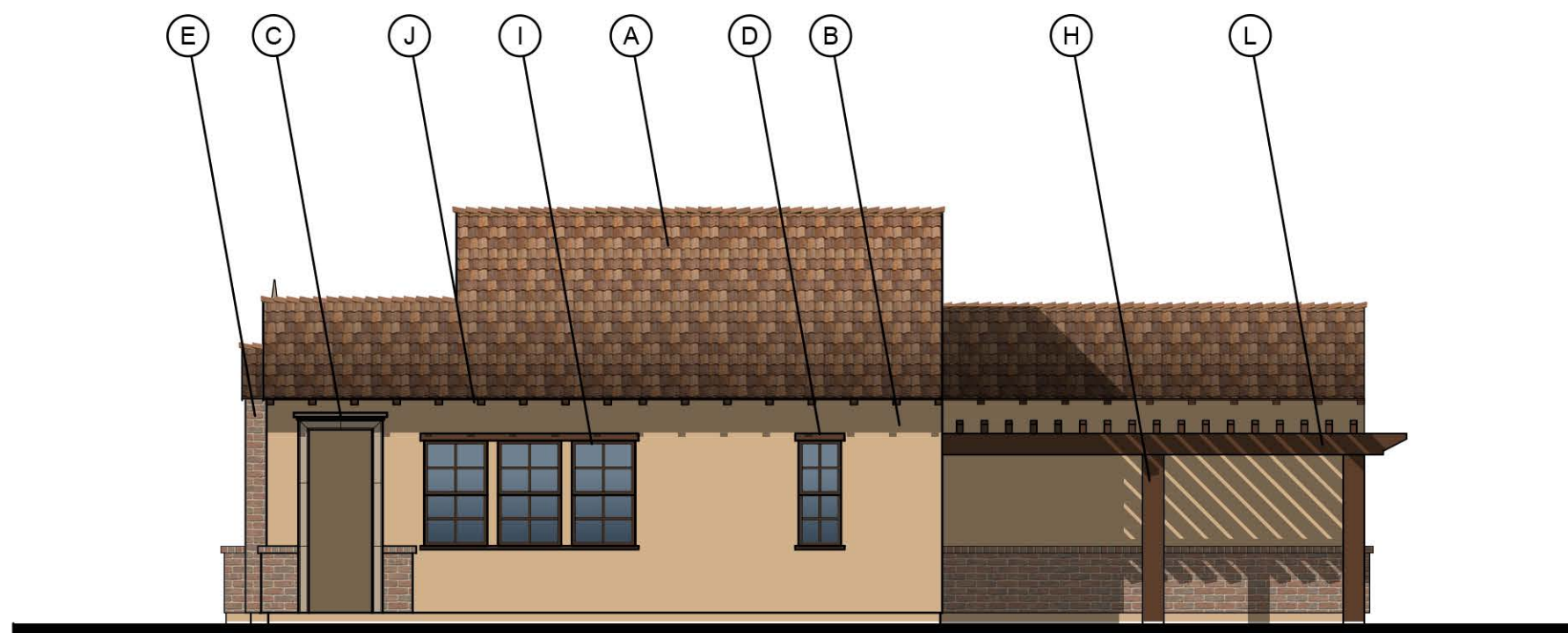
1 BUILDING 1 - FRONT ELEVATION
SCALE: 1/4" = 1'-0"



4 BLDG. 1 - REAR ELEVATION
SCALE: 1/8" = 1'-0"



3 BLDG. 1 - LEFT ELEVATION
SCALE: 1/8" = 1'-0"



2 BLDG. 1 - RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

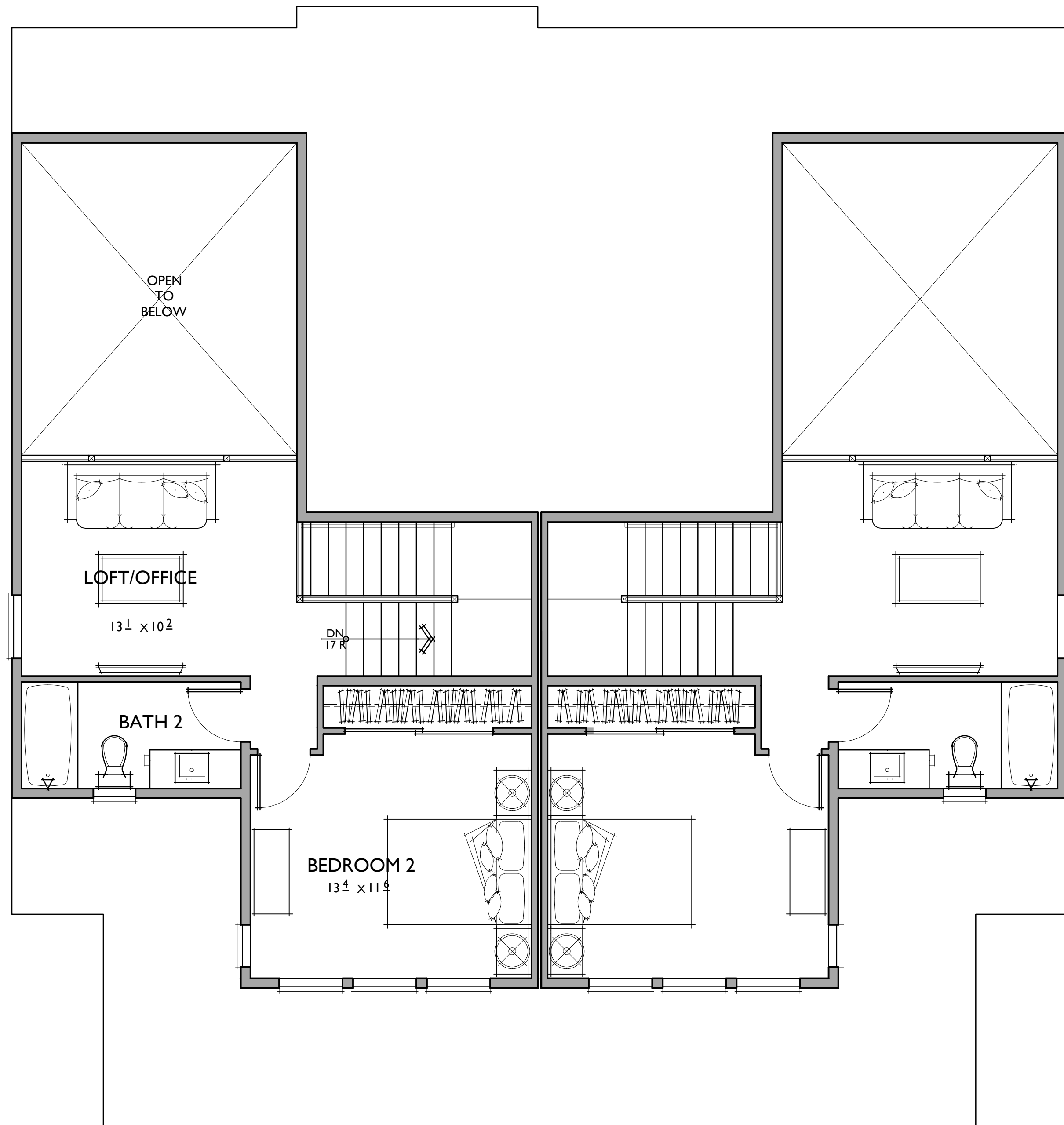


SENIOR DUETS
SPANISH ELEVATIONS

JOB NO. 554-20039

DATE 01-06-23

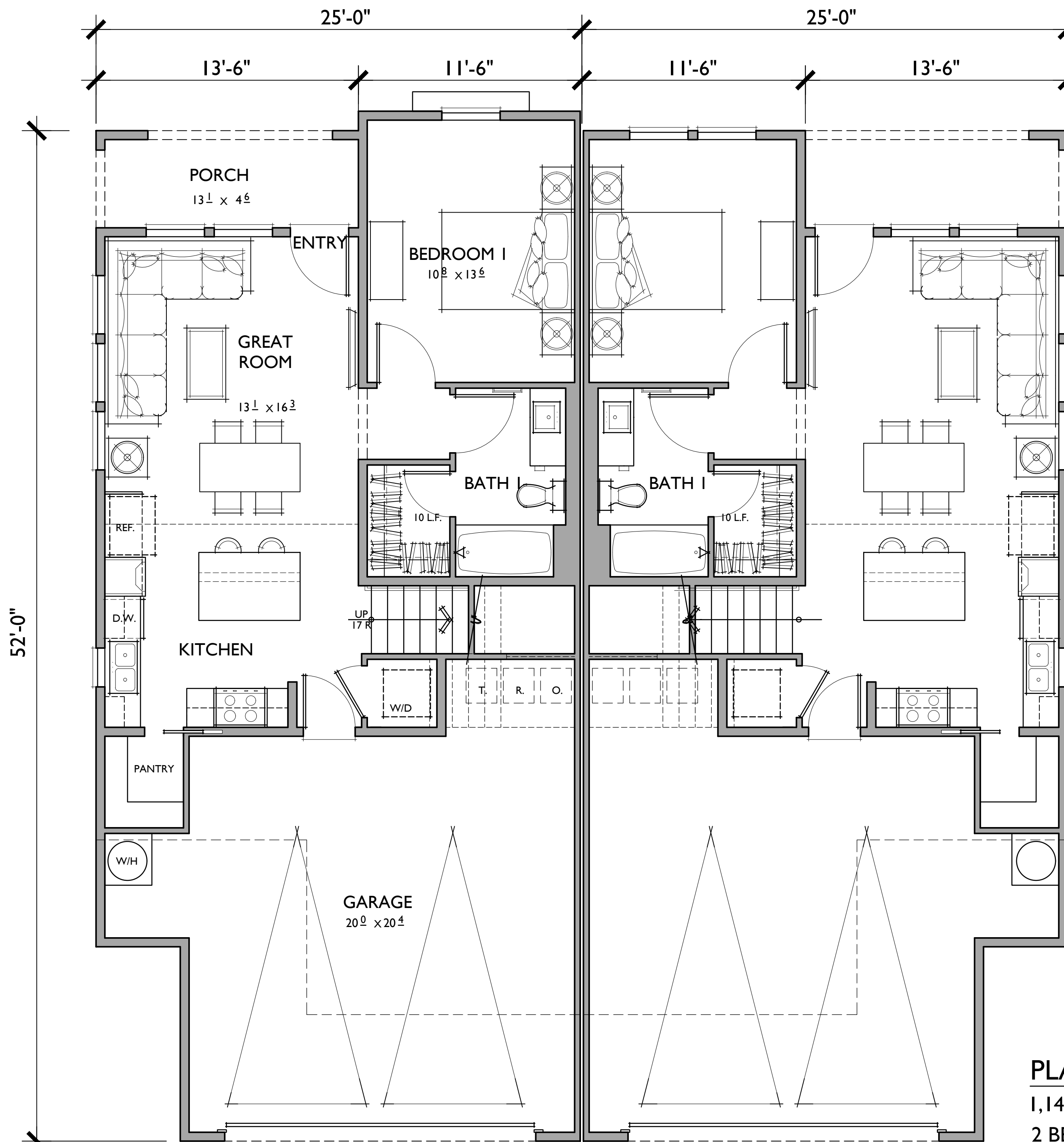
2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100



PLAN 2

PLAN 2

SECOND FLOOR



PLAN 2

PLAN 2

FIRST FLOOR

PLAN 2
 1,144 SQ. FT.
 2 BEDROOMS / LOFT / 2 BATHS
 2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	717 SQ. FT.
2ND FLOOR	427 SQ. FT.
TOTAL	1,144 SQ. FT.
2 - CAR GARAGE	479 SQ. FT.
OPT. CALIFORNIA ROOM	####
PORCH	67 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

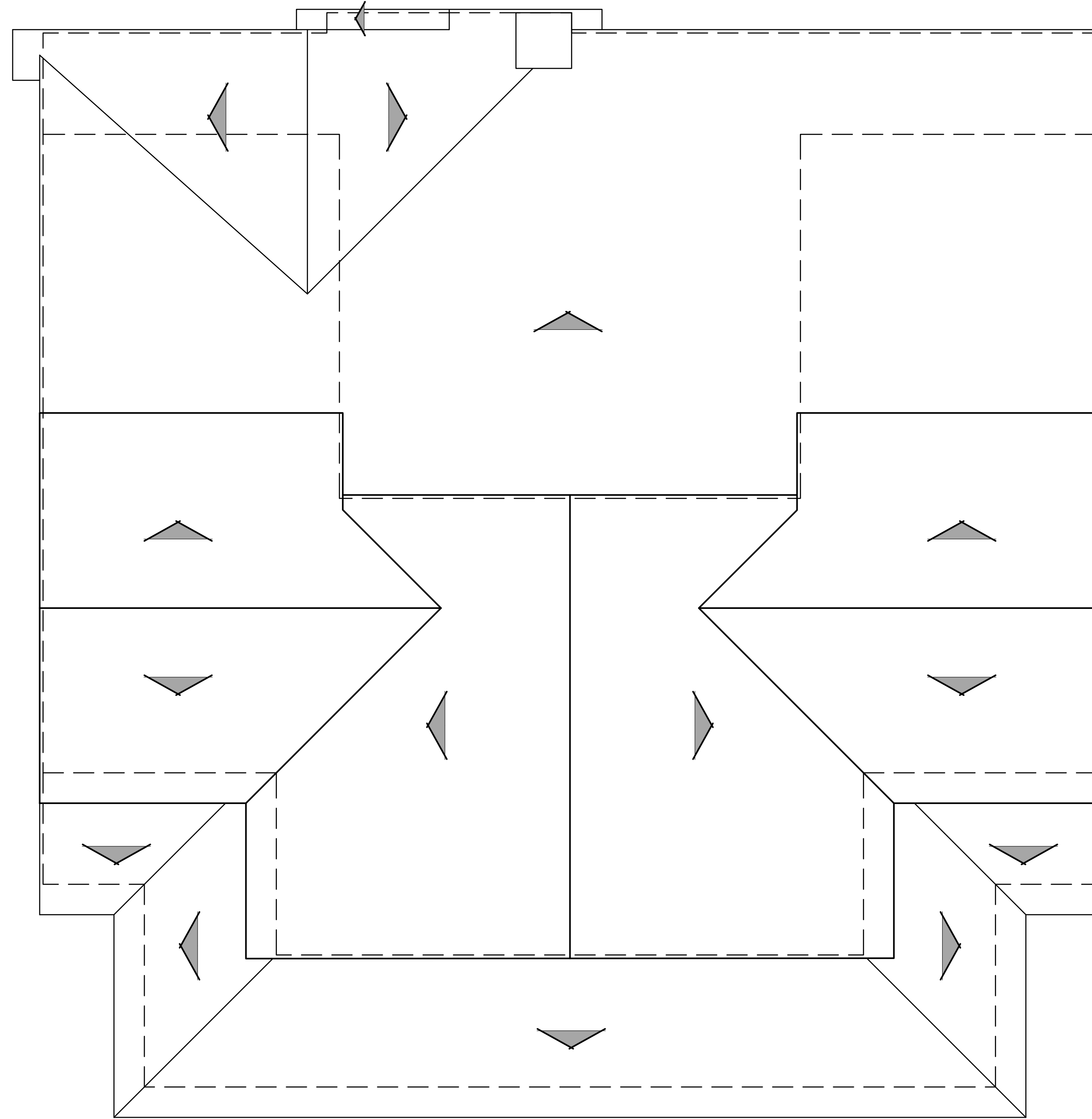
SENIOR DUETS FLOOR PLAN



JOB NO. 554-20039

DATE 01-06-23

2031 Orchard Drive
 Newport Beach, CA, 92660
 949-553-9100



ROOF PLAN

A

PITCH: 4:12
RAKE: TIGHT
EAVE: 18"
ROOF MATERIAL: CONCRETE 'S' TILE

1/8"=1'-0"

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

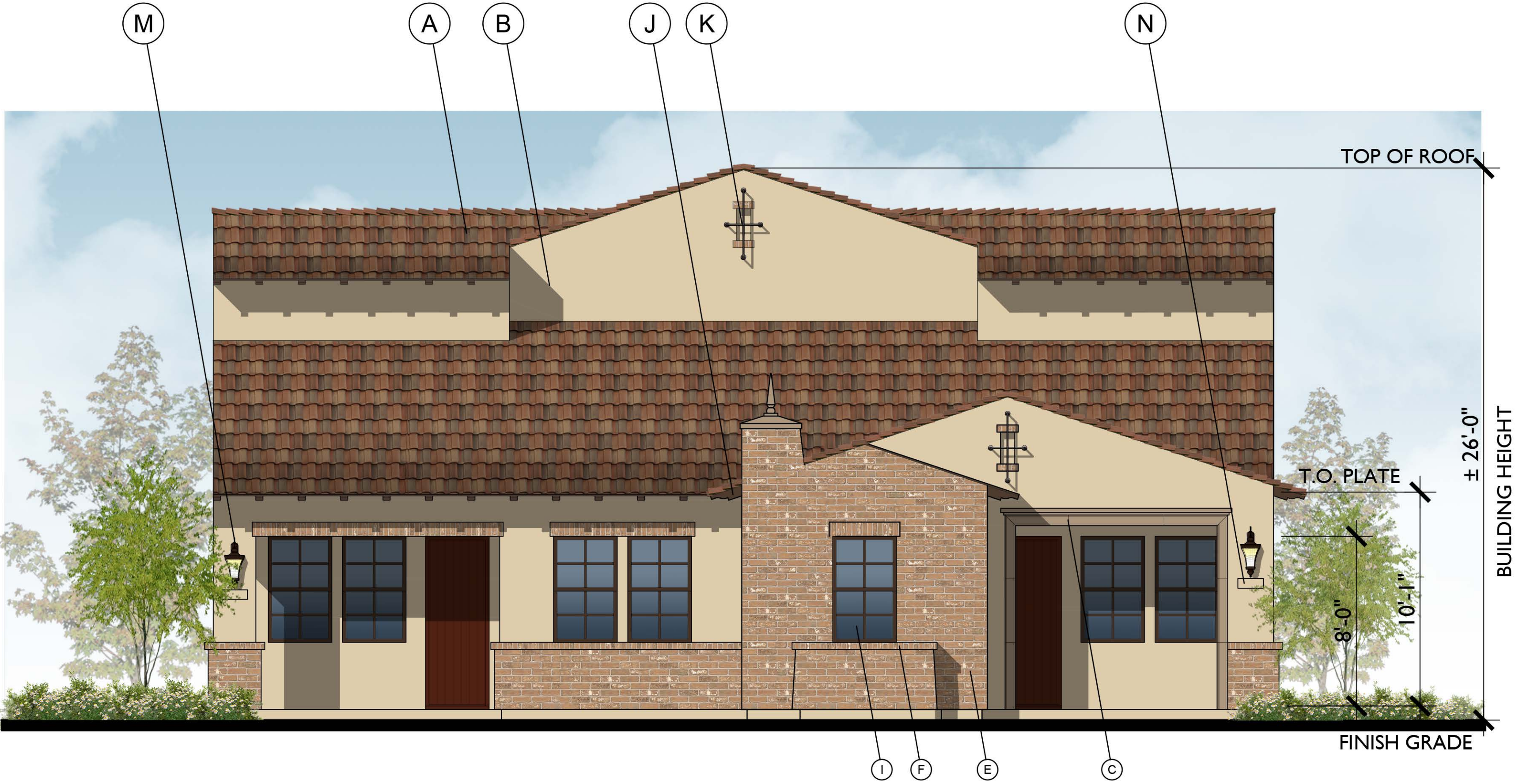
SENIOR DUETS ROOF PLAN



JOB NO. 554-20039

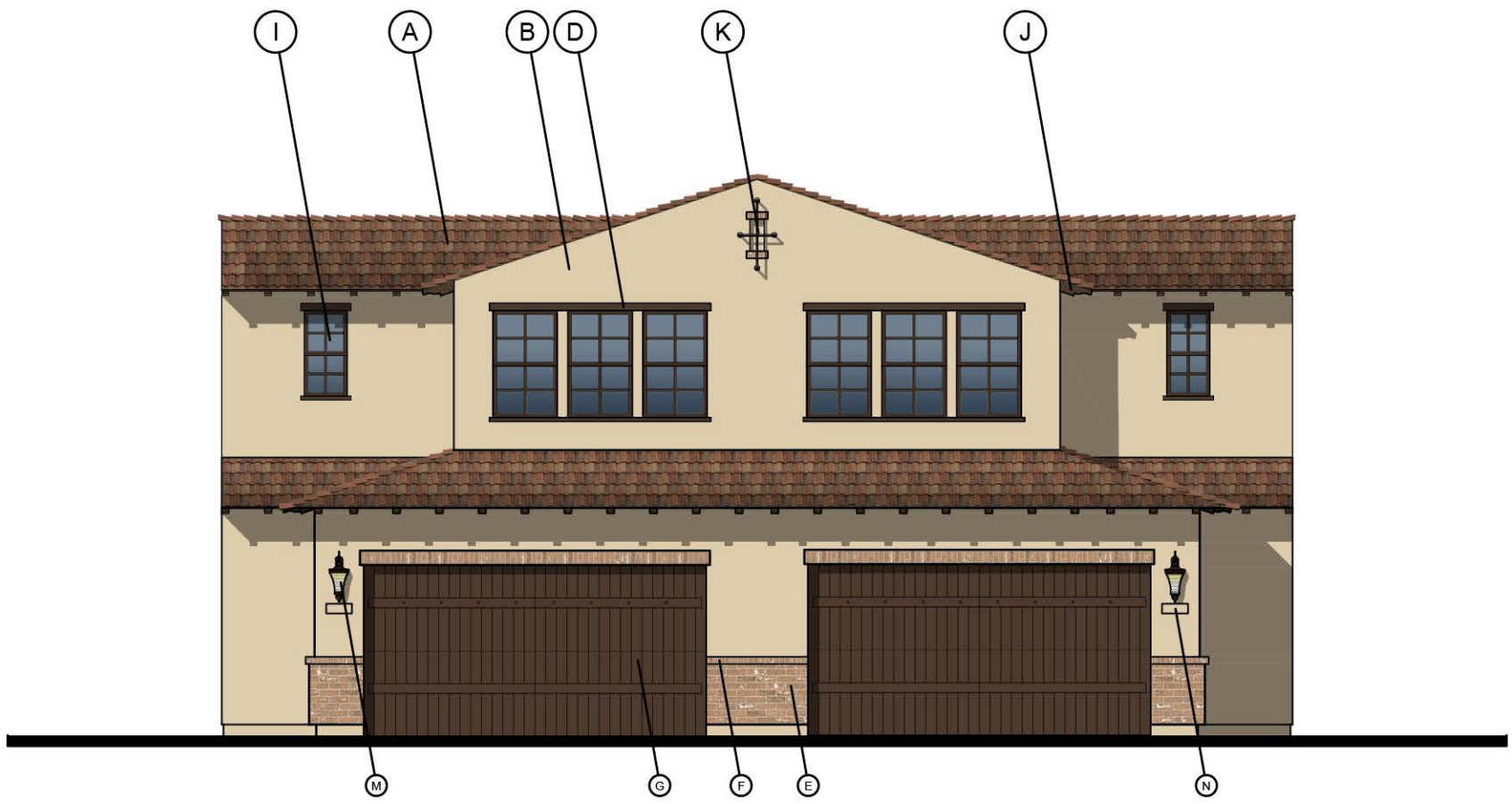
DATE 01-06-23

2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100

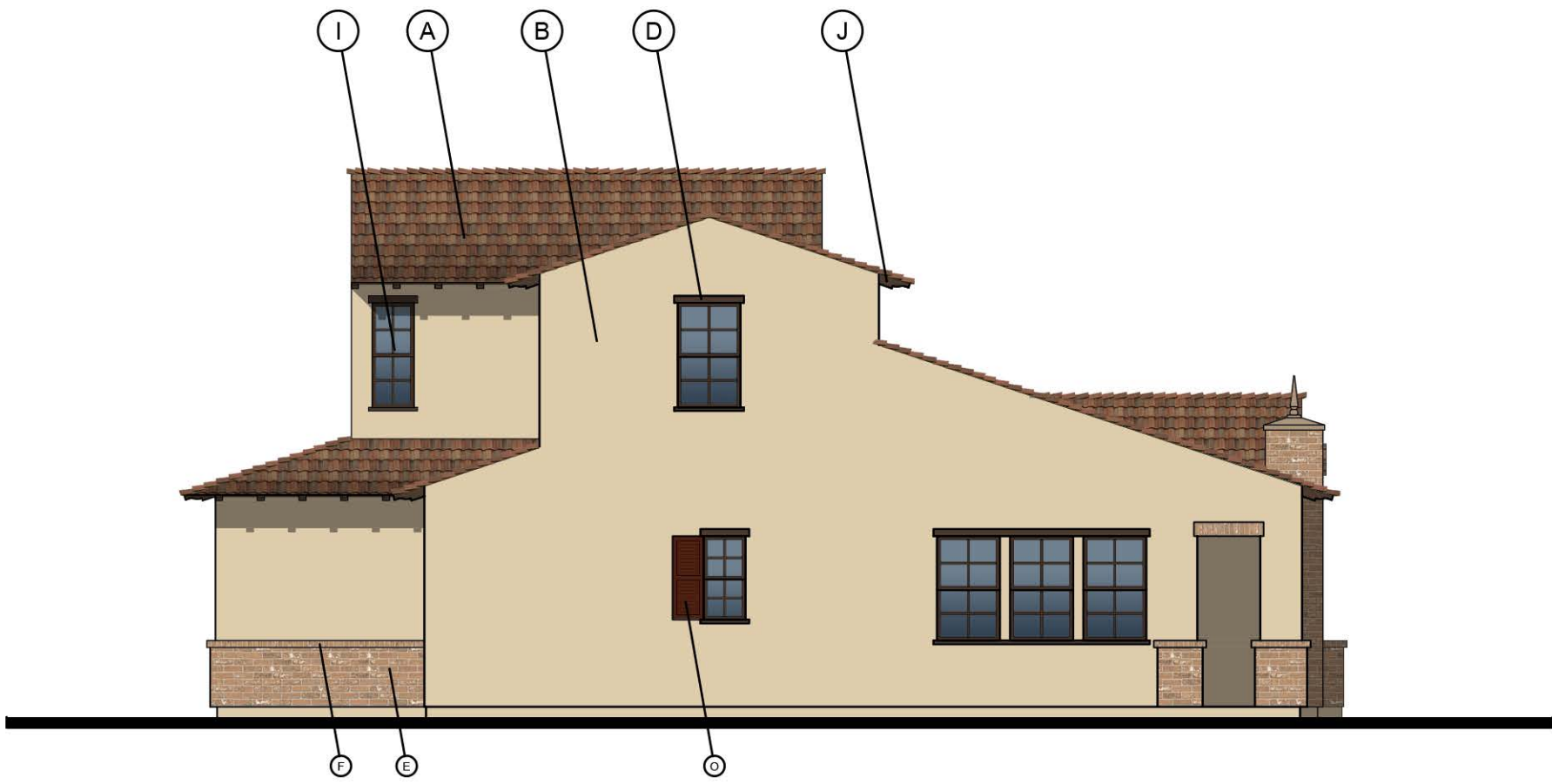


- MATERIAL LEGEND
- A. CONCRETE 'S' TILE
 - B. STUCCO FINISH
 - C. SIMULATED PRECAST TRIM
 - D. FOAM TRIM
 - E. BRICK VENEER
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 - G. ROLL UP GARAGE DOOR
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 - L. WOOD TRELLIS
 - M. LIGHT FIXTURE
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 - O. SHUTTERS

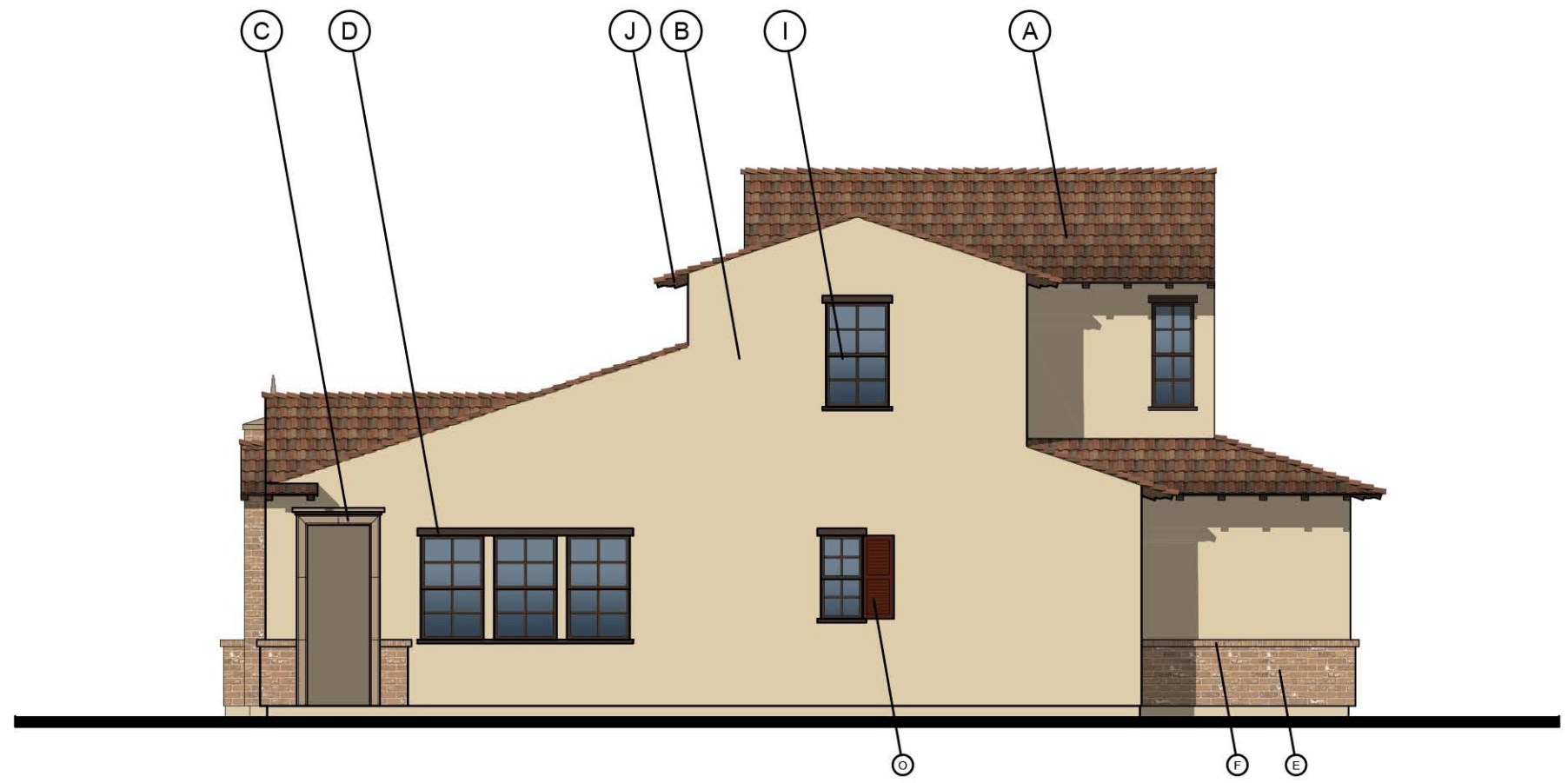
1 BUILDING 2 - FRONT ELEVATION
SCALE: 1/4" = 1'-0"



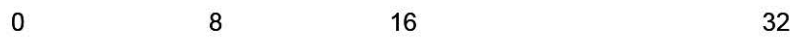
4 BLDG. 2 - REAR ELEVATION
SCALE: 1/8" = 1'-0"



3 BLDG. 2 - LEFT ELEVATION
SCALE: 1/8" = 1'-0"



2 BLDG. 2 - RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



SENIOR DUETS
SPANISH ELEVATIONS

JOB NO. 554-20039

DATE 01-06-23

2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100



COURT YARD HOME (4) (SINGLE FAMILY)
AVAILABLE AT MODERATE INCOME LEVEL
(<121% AMI)

SINGLE STORY
FLOOR PLAN (69)

JUNIOR ADU, TYP. (23)

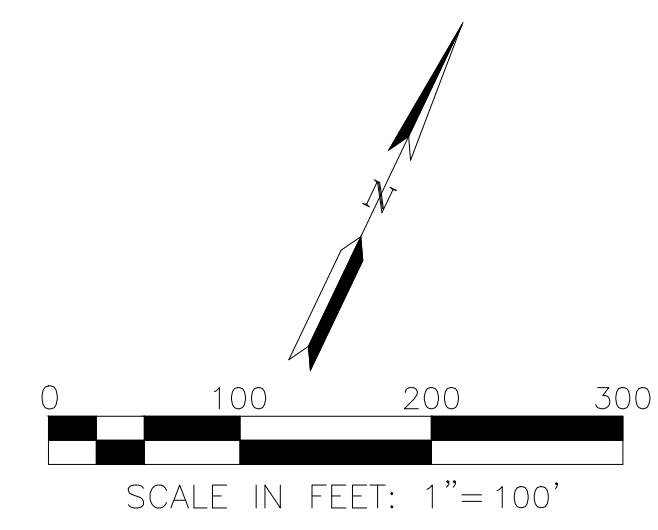
Site Information	
Current Designation	Residential Medium Density (0-7 du/ac)
Proposed Designation	No change
Current Zoning	
Proposed Zoning	Residential Medium Density 7,000 (PD) No Change

Housing Types	
Traditional single-family homes	223
Courtyard homes	42
Senior cottages	21
Senior single-family attached	34
	320

Inclusionary Housing Ordinance Compliance Summary	
Required	320 homes @ 15% = 48 homes
Provided	Senior Duets (Ownership) (Moderate, 110% AMI) 33 DT
	Courtyard Homes (Ownership) (Moderate, 110% AMI) 6 CH
The balance of the requirement, nine homes, will be satisfied by in-lieu fees.	

Housing Opportunities Summary*	
Single Story Homes (60)	SS
Single Family Homes with Junior ADU (23)	JADU
Accessory Dwelling Unit (attached)	ADU
*Distribution is preliminary and subject to change	

Legend and Notes	
Tree to remain	
Tree to be removed	
Public trail alignment	



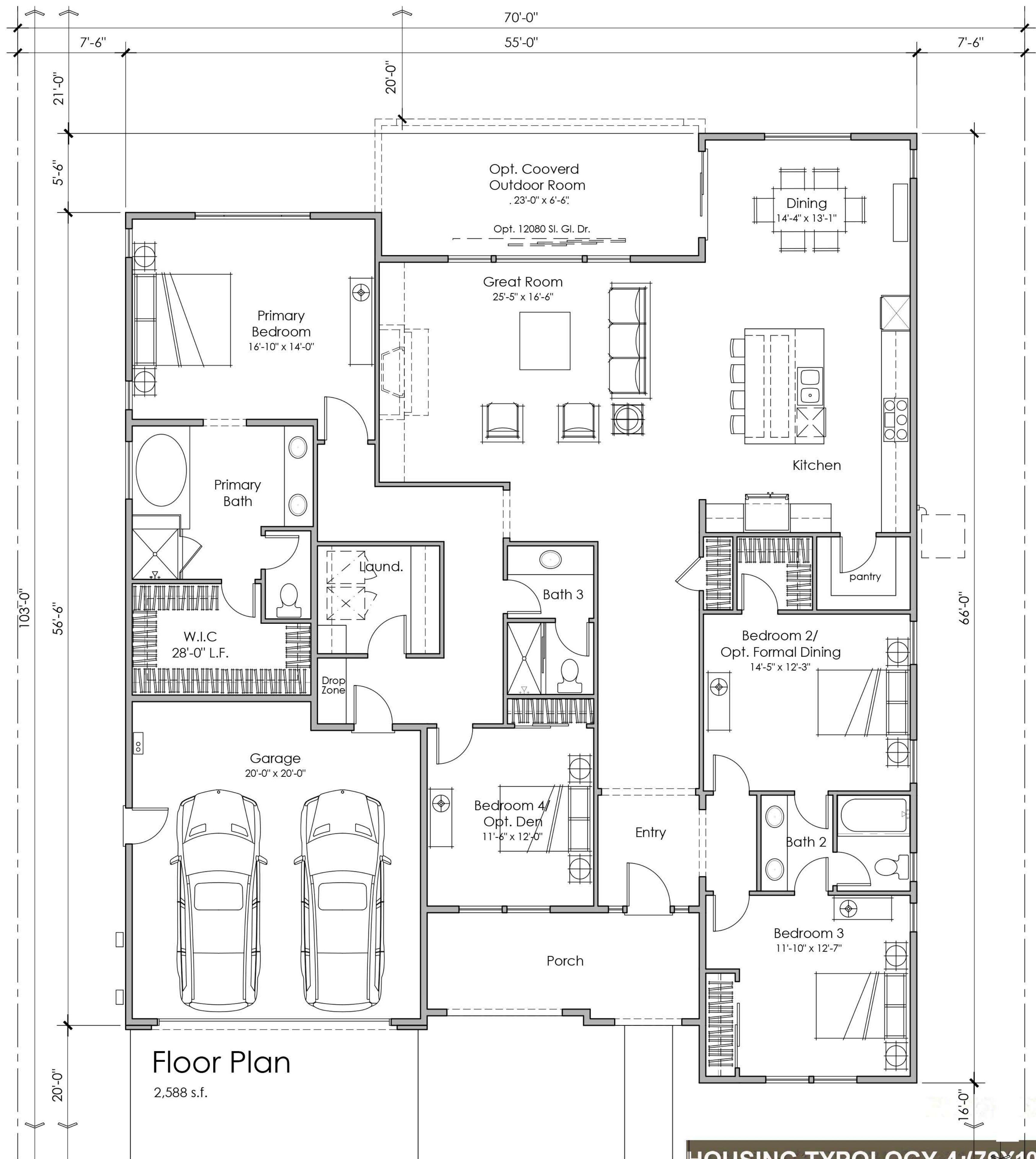
Notes
1. Parcel configuration and street sections are preliminary and subject to refinement.

NEW HORIZONS AT MORGAN HILL

TRADITIONAL AND COURT-HOME SINGLE FAMILY SITE PLAN

BY MORGAN HILL DEVCO, LLC

JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN
PD-08
ZA2021-0001



HOUSING TYPOLOGY 4:(70X100)

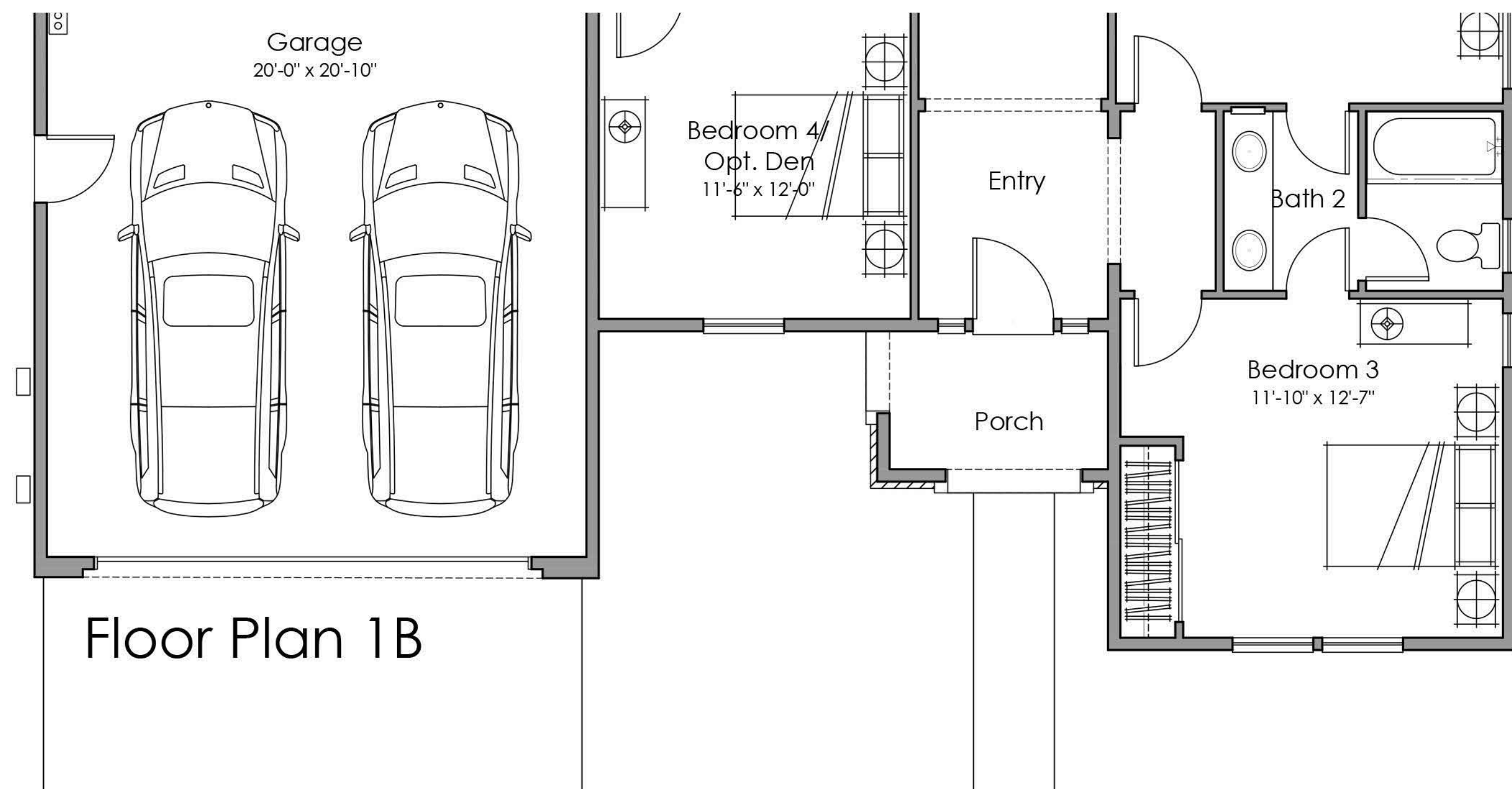
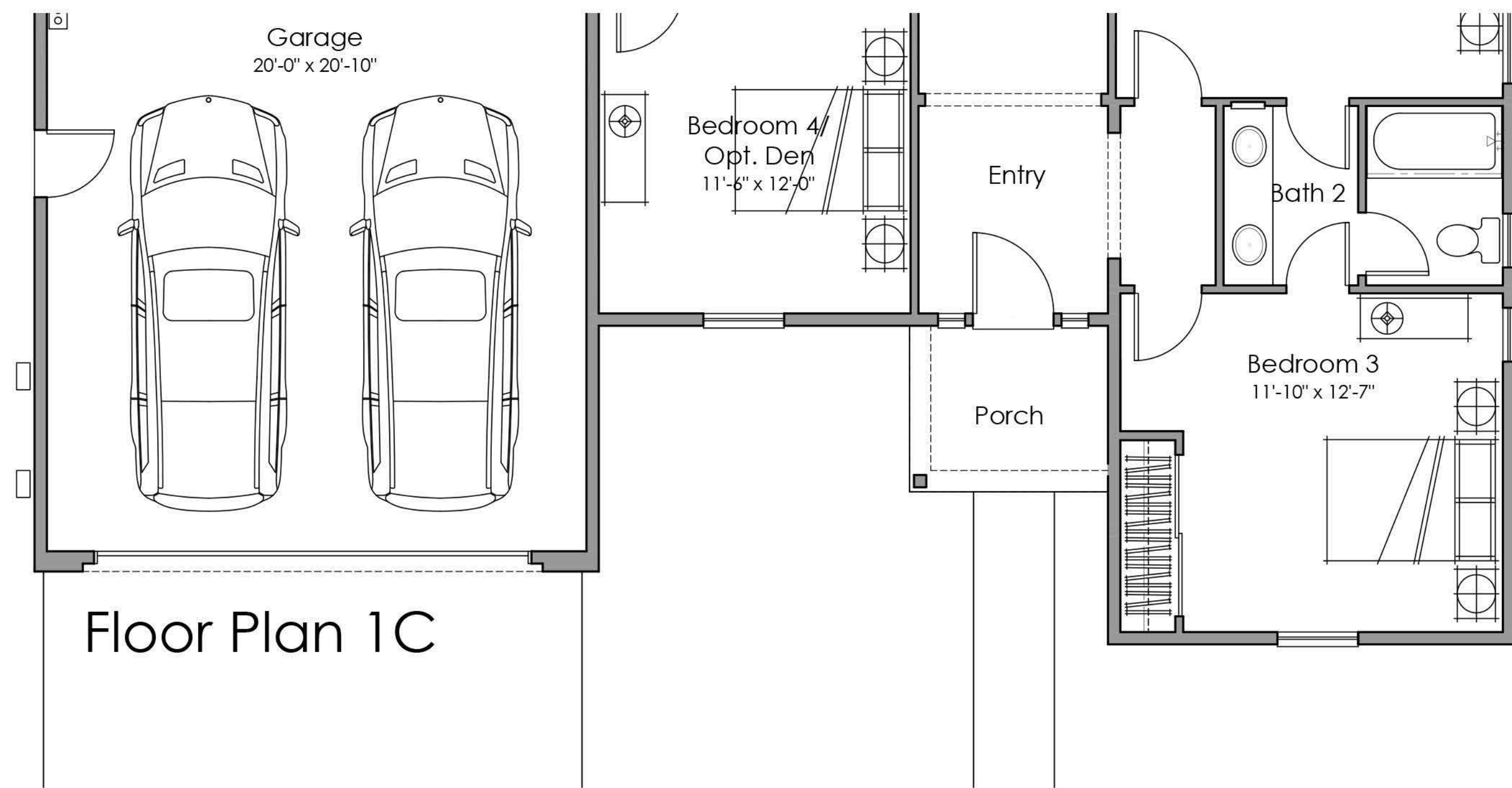
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A4.0



NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

HOUSING TYPOLOGY 4:(70X100)

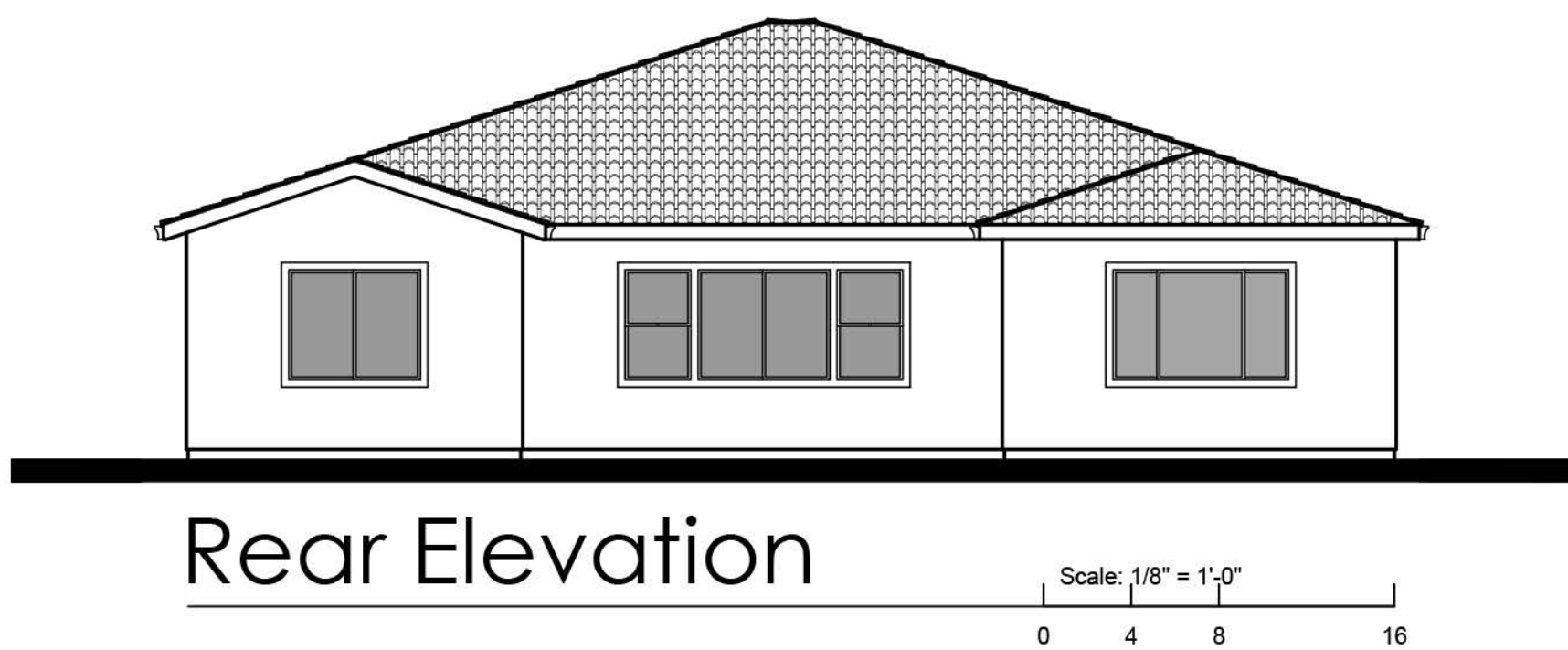


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

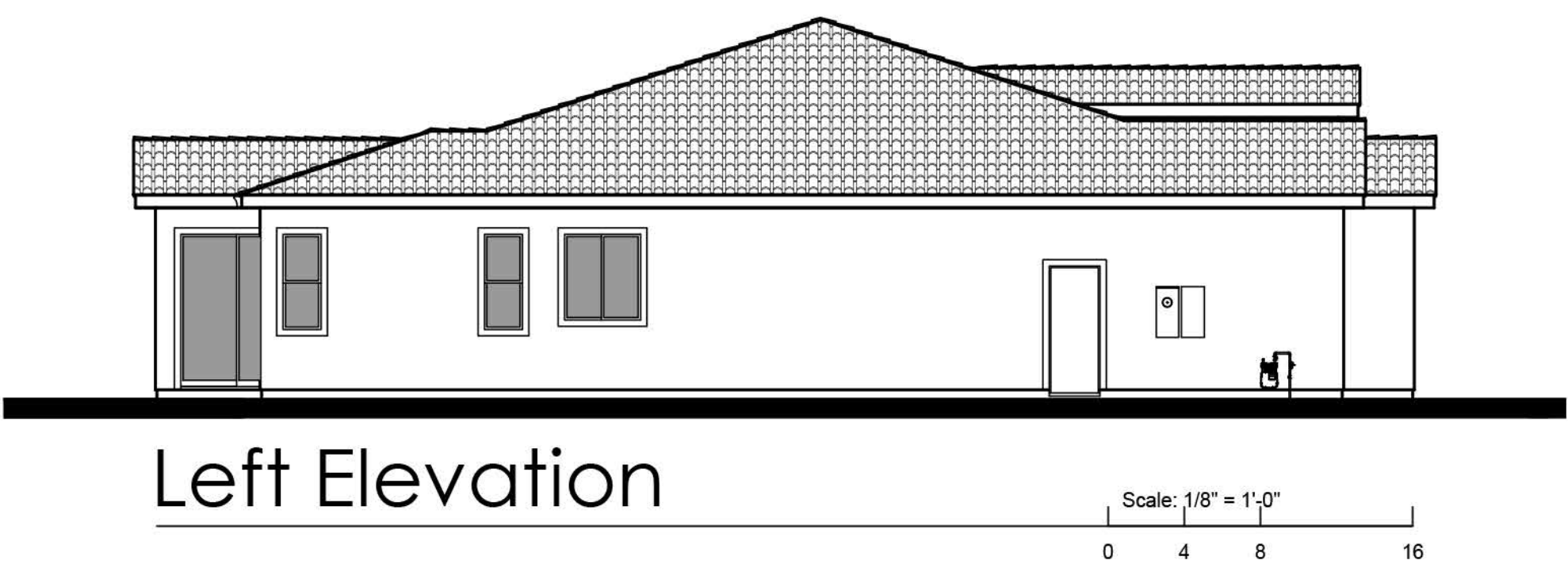
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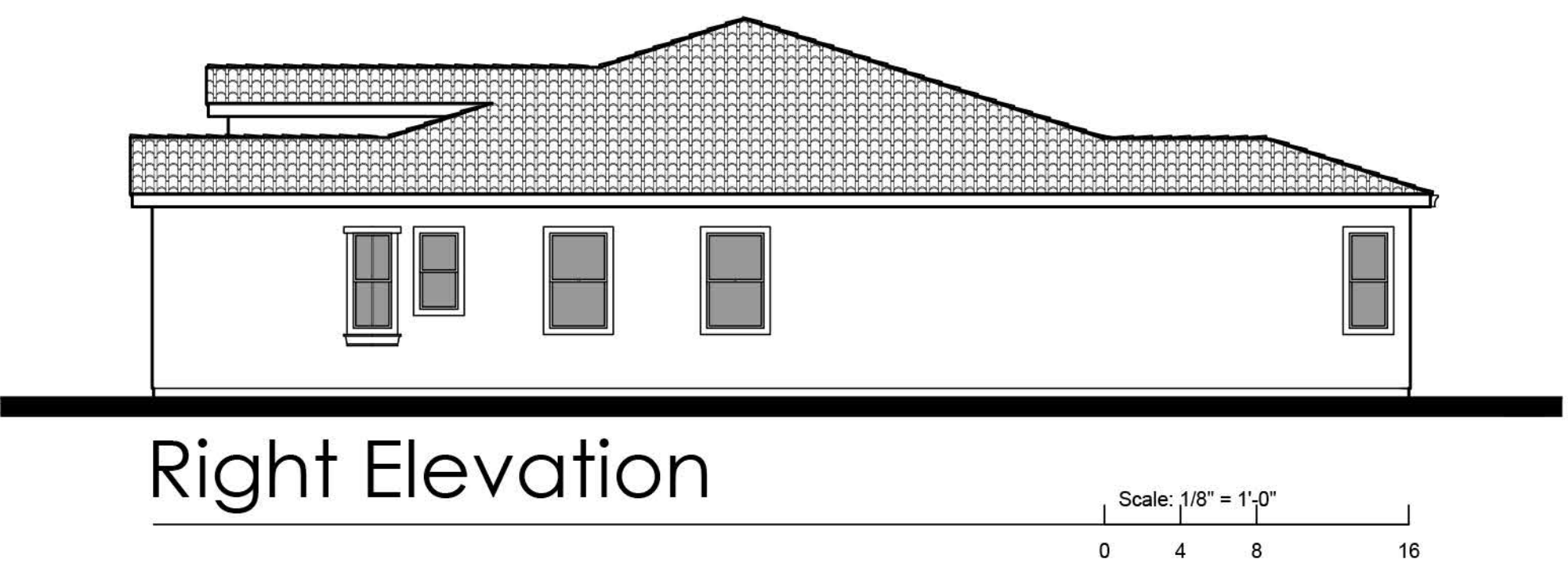
Elevation 1A - Spanish



Rear Elevation



Left Elevation



Right Elevation

PLAN 1A	
FIRST FLOOR	2,588 SQ. FT.
TOTAL LIVING	2,588 SQ. FT.
GARAGE (2 CAR)	450 SQ. FT.
PORCH	141 SQ. FT.
OPT. OUTDOOR ROOM	213 SQ. FT.

PLAN 1, ELEV. A
SPANISH ELEVATIONS

HOUSING TYPOLOGY 4:(70X100)

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



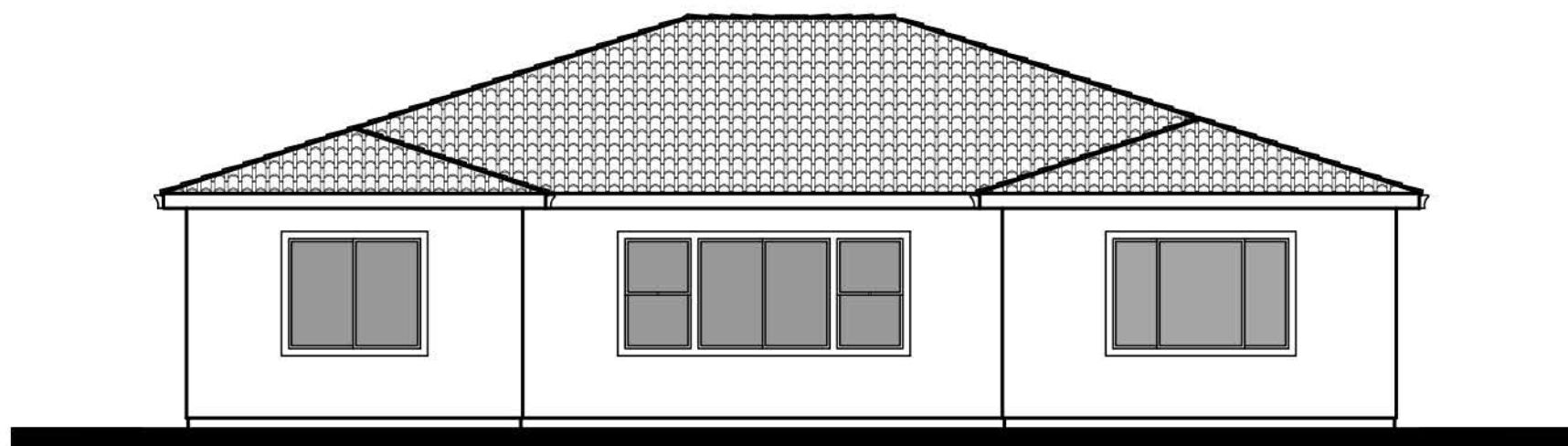
JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A4.1



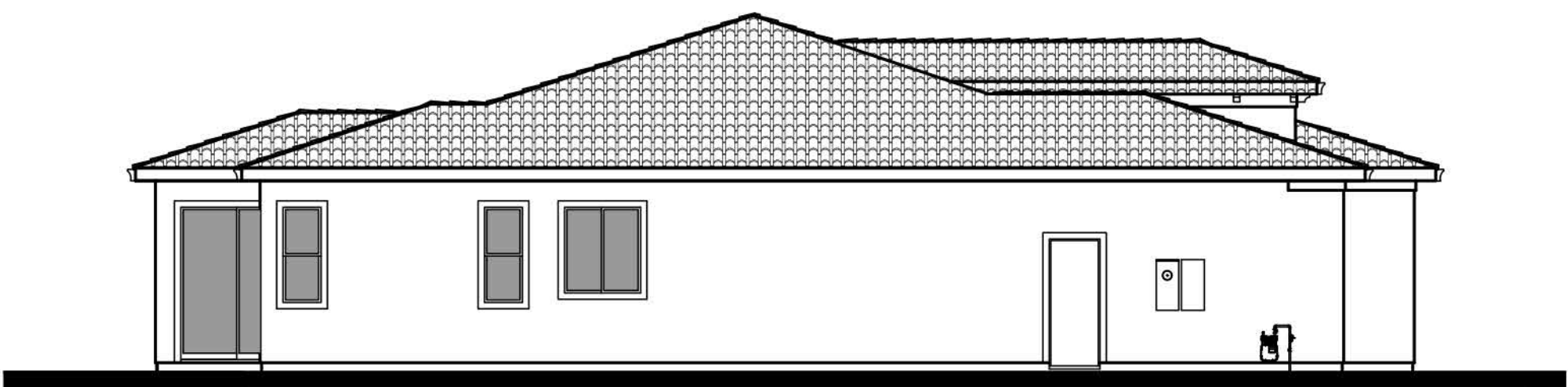
Elevation 1B - Italianate

Scale: 1/4" = 1'-0"
0 2 4 8



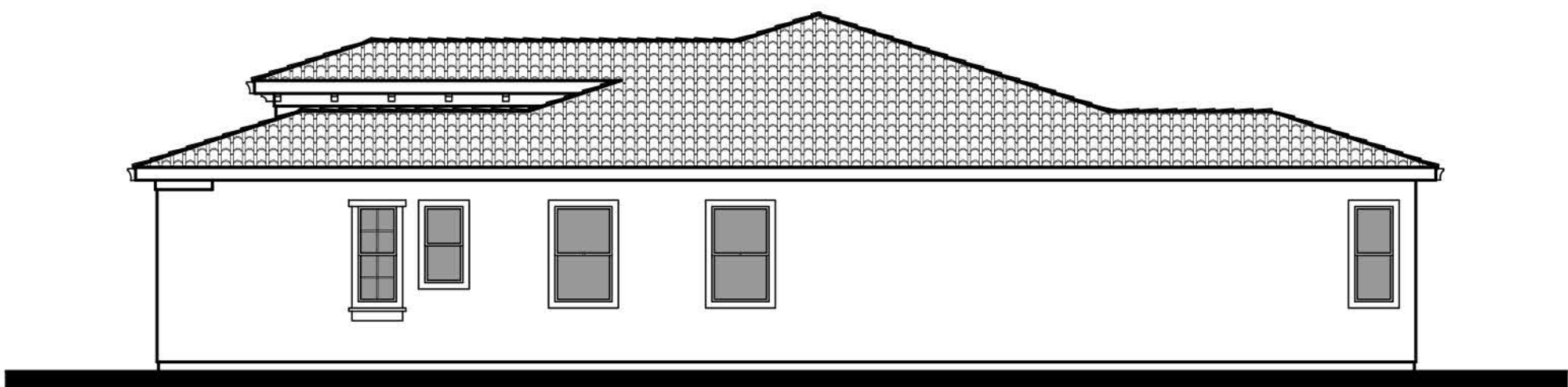
Rear Elevation

Scale: 1/8" = 1'-0"
0 4 8 16



Left Elevation

Scale: 1/8" = 1'-0"
0 4 8 16



Right Elevation

Scale: 1/8" = 1'-0"
0 4 8 16

PLAN 1B	
FIRST FLOOR	2,588 SQ. FT.
TOTAL LIVING	2,588 SQ. FT.
GARAGE (2 CAR)	450 SQ. FT.
PORCH	48 SQ. FT.
OPT. OUTDOOR ROOM	213 SQ. FT.

PLAN 1, ELEV. B
ITALIANATE
ELEVATIONS

HOUSING TYPOLOGY 4:(70X100)

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



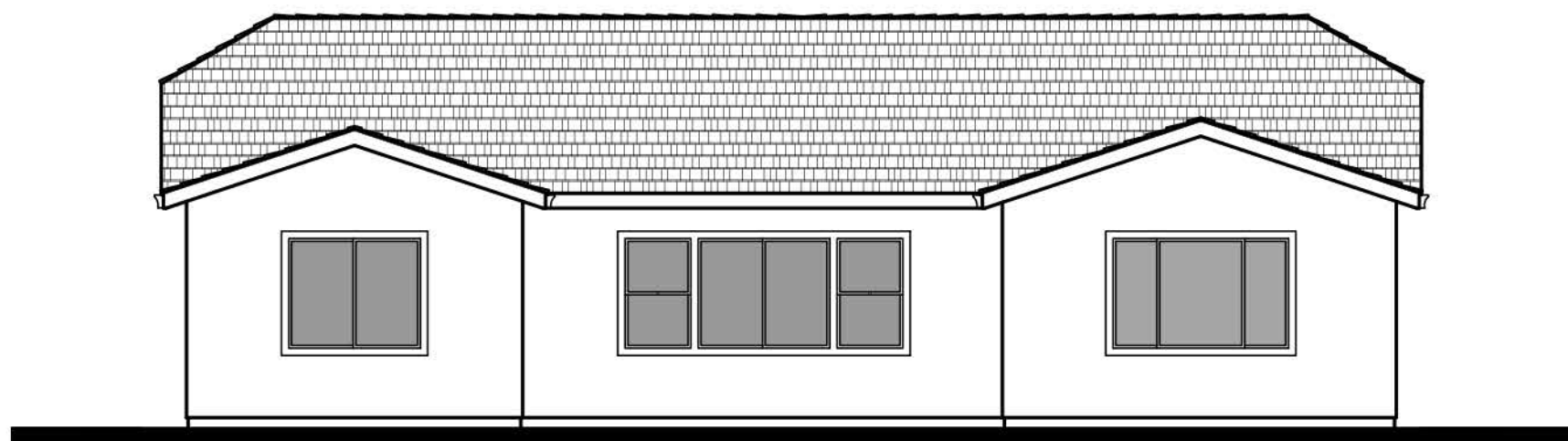
JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A4.2



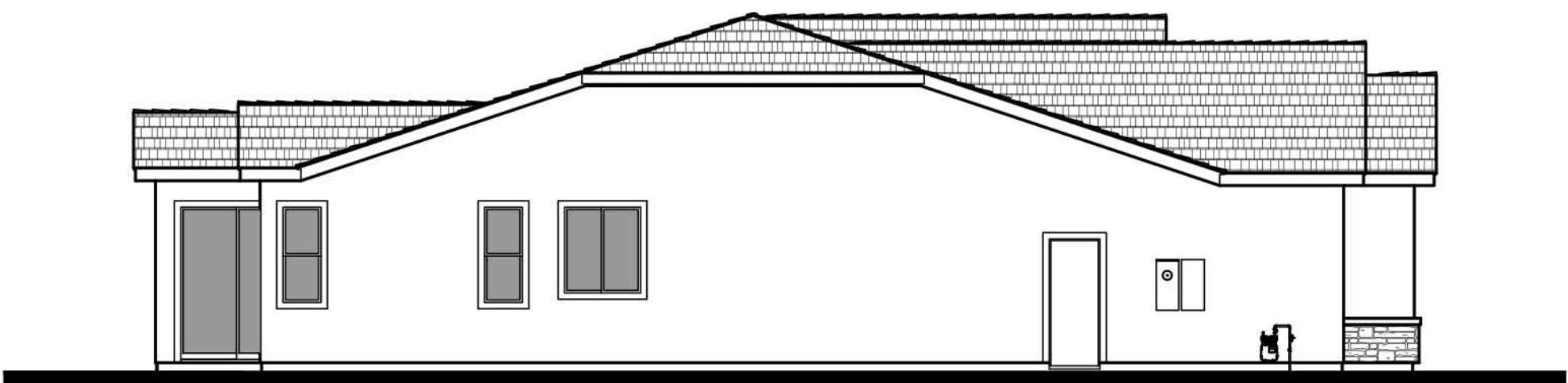
Elevation 1C - French Country

Scale: 1/4" = 1'-0"



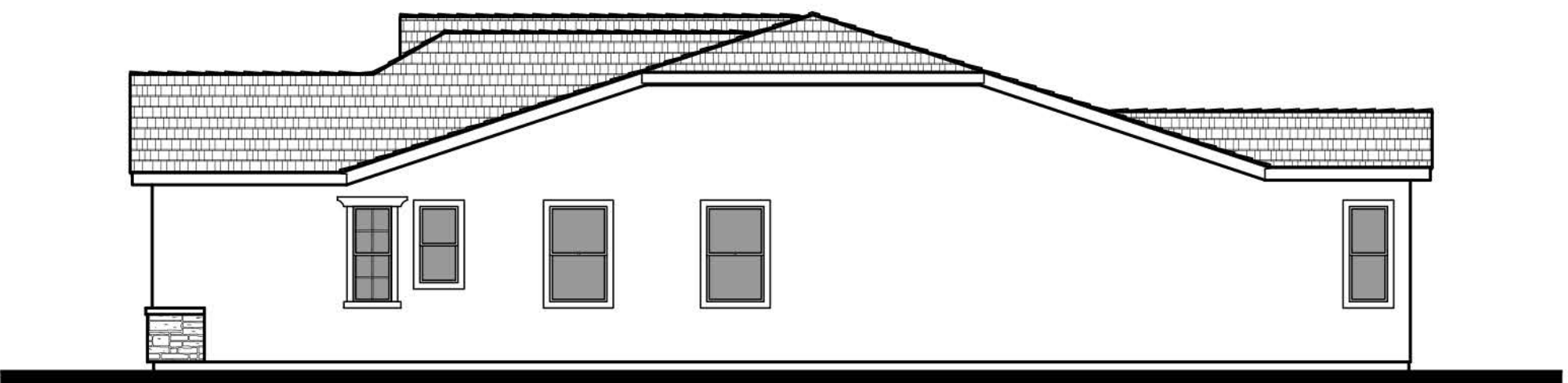
Rear Elevation

Scale: 1/8" = 1'-0"



Left Elevation

Scale: 1/8" = 1'-0"



Right Elevation

Scale: 1/8" = 1'-0"

PLAN 1C	
FIRST FLOOR	2,588 SQ. FT.
TOTAL LIVING	2,588 SQ. FT.
GARAGE (2 CAR)	450 SQ. FT.
PORCH	58 SQ. FT.
OPT. OUTDOOR ROOM	213 SQ. FT.

PLAN 1, ELEV. C
FRENCH COUNTRY
ELEVATIONS

HOUSING TYPOLOGY 4:(70X100)

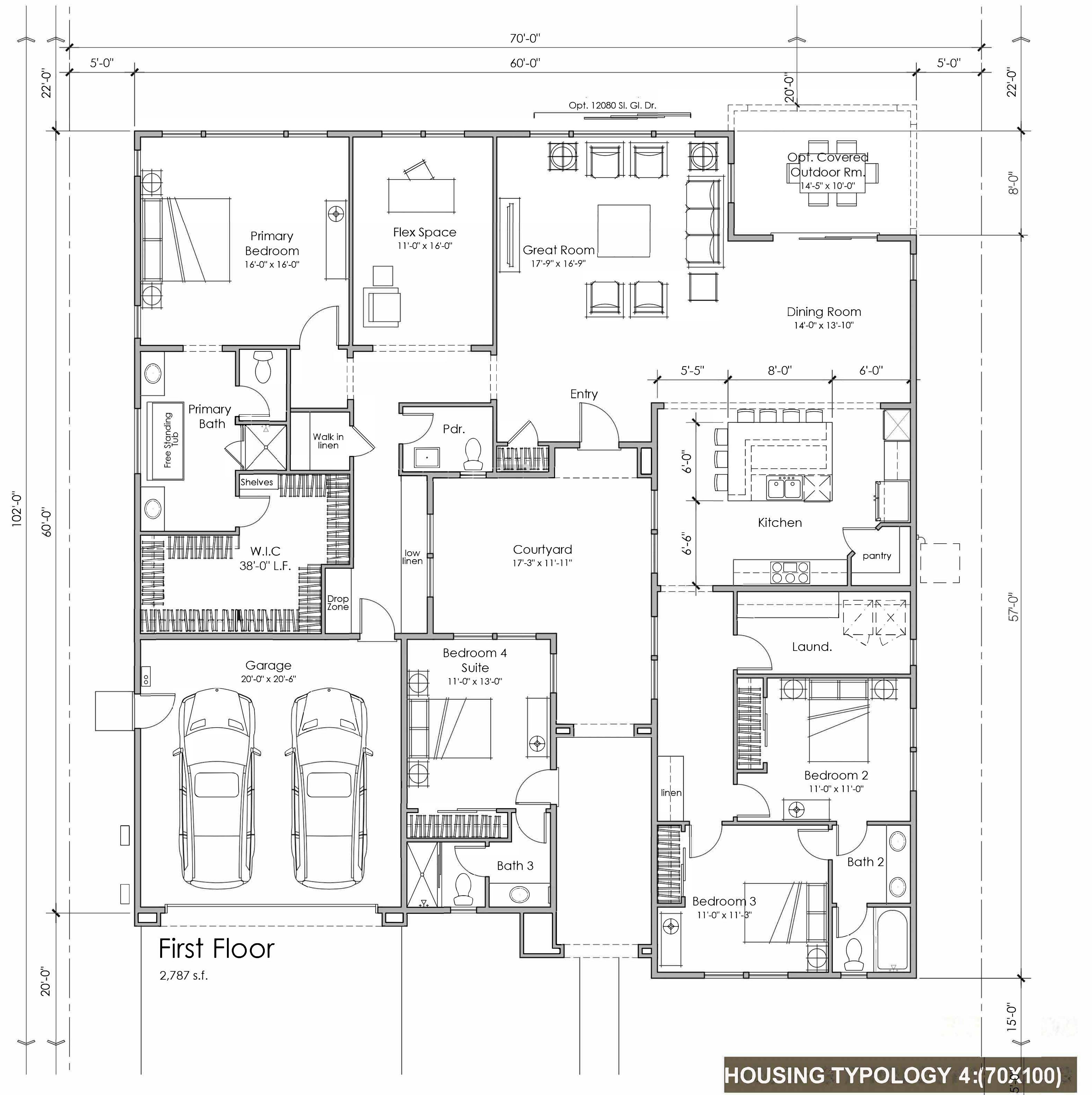
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A4.3



HOUSING TYPOLOGY 4: (70X100)

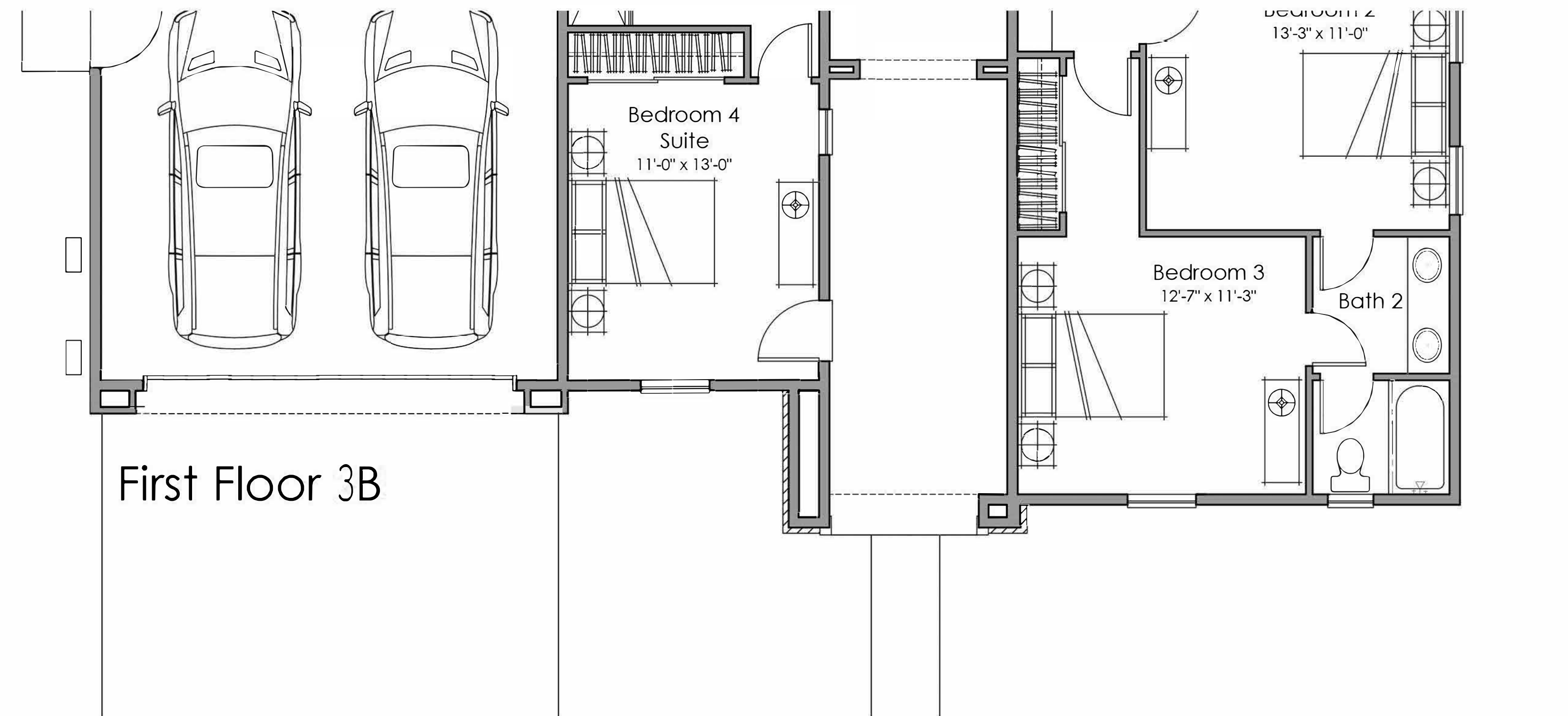
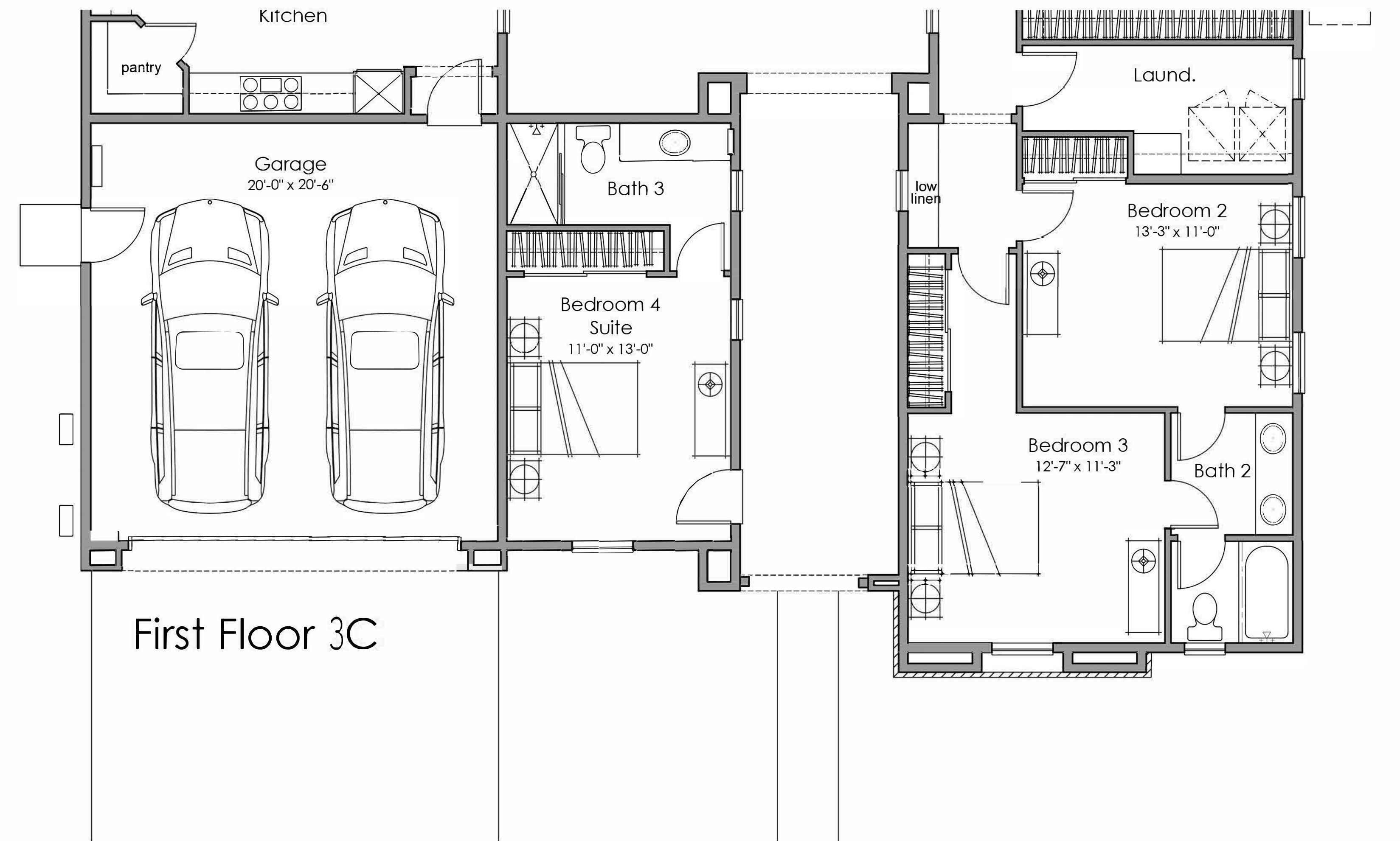
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A4.4



NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



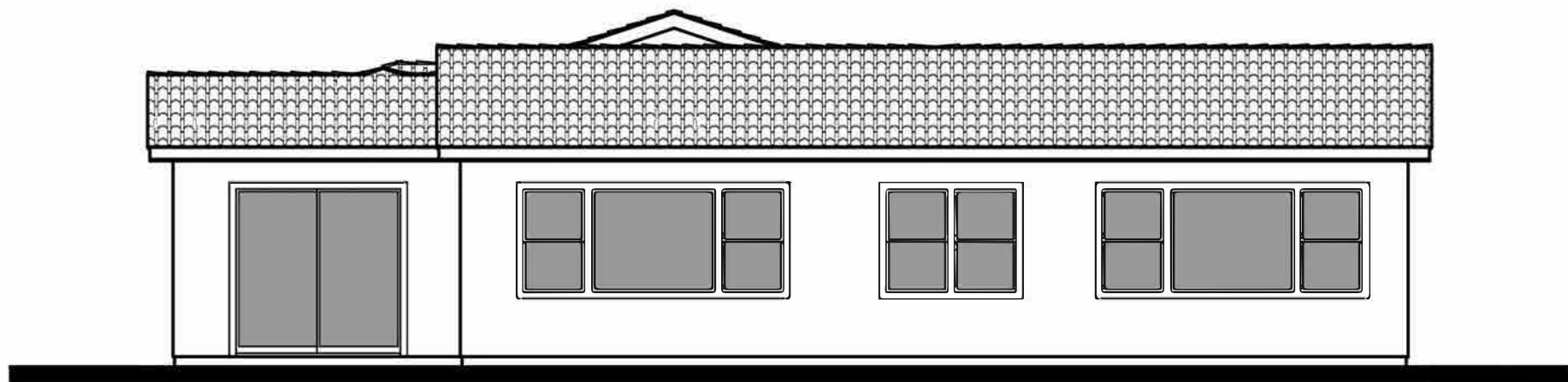
JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A4.4.1



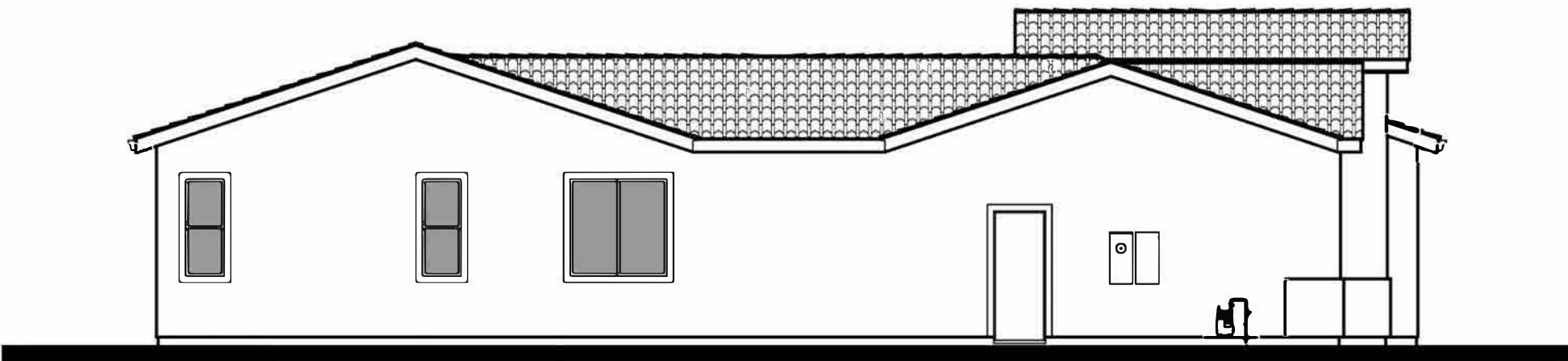
Elevation 3A - Spanish

Scale: 1/4" = 1'-0"
0 2 4 8



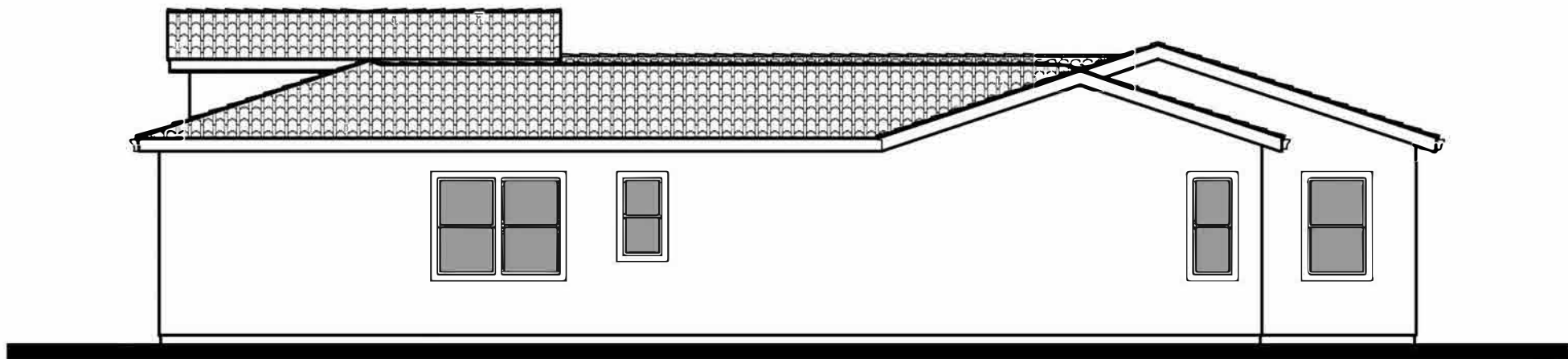
Rear Elevation

Scale: 1/8" = 1'-0"
0 4 8 16



Left Elevation

Scale: 1/8" = 1'-0"
0 4 8 16



Right Elevation

Scale: 1/8" = 1'-0"
0 4 8 16

PLAN 3A	
FIRST FLOOR	2,787 SQ. FT.
TOTAL LIVING	2,787 SQ. FT.
GARAGE (2 CAR)	430 SQ. FT.
PORCH	15 SQ. FT.
COVERED ENTRY PORCH	132 SQ. FT.
OPT. OUTDOOR ROOM	141 SQ. FT.

PLAN 3, ELEV. A
SPANISH ELEVATIONS

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

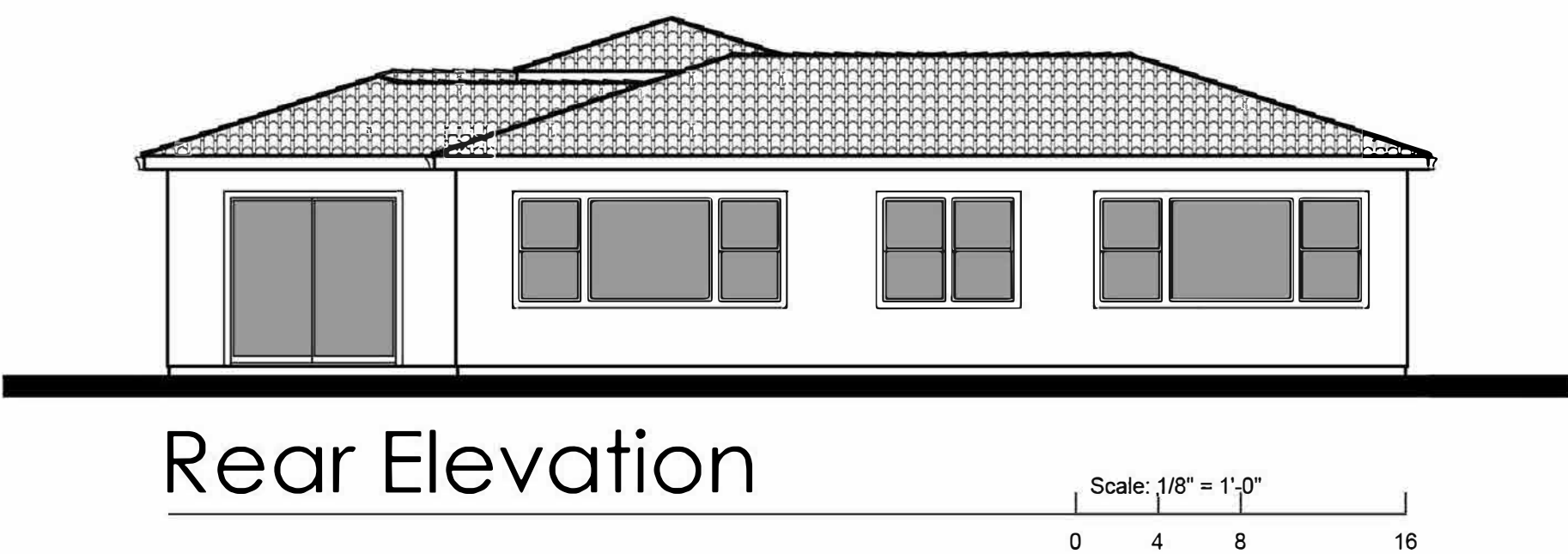


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

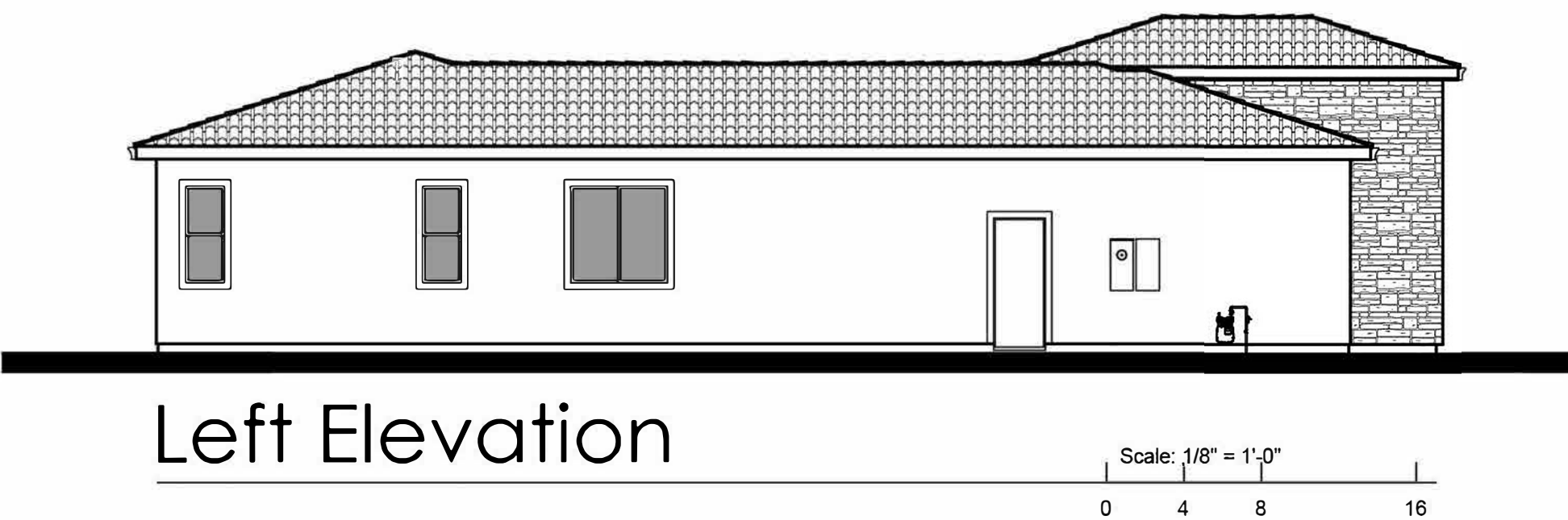
A4.5



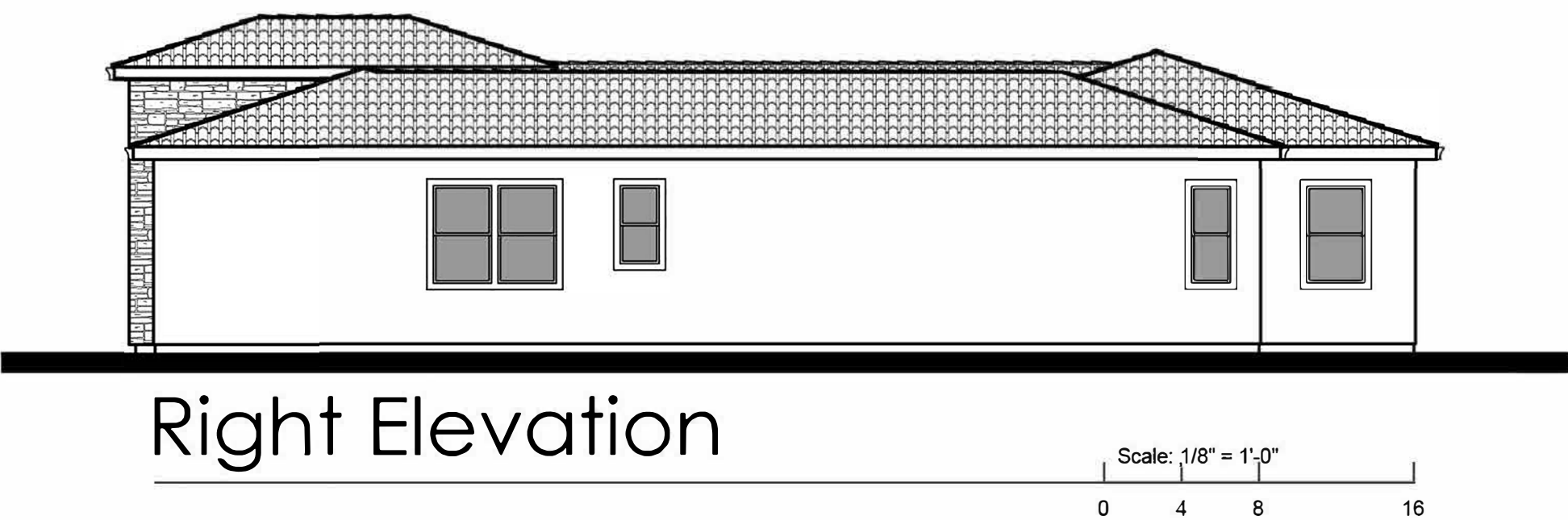
Elevation 3B - Italianate



Rear Elevation



Left Elevation



Right Elevation

PLAN 3B	
FIRST FLOOR	2,787 SQ. FT.
TOTAL LIVING	2,787 SQ. FT.
GARAGE (2 CAR)	430 SQ. FT.
PORCH	15 SQ. FT.
COVERED ENTRY PORCH	151 SQ. FT.
OPT. OUTDOOR ROOM	141 SQ. FT.

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A4.6

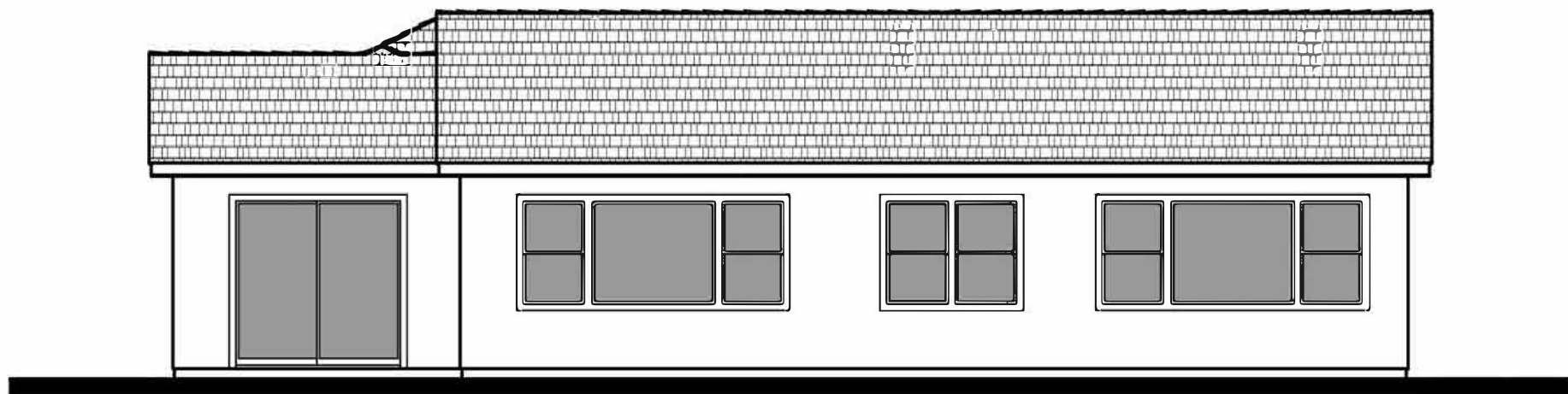
HOUSING TYPOLOGY 4:(70X100)

PLAN 3, ELEV. B
ITALIANATE
ELEVATIONS



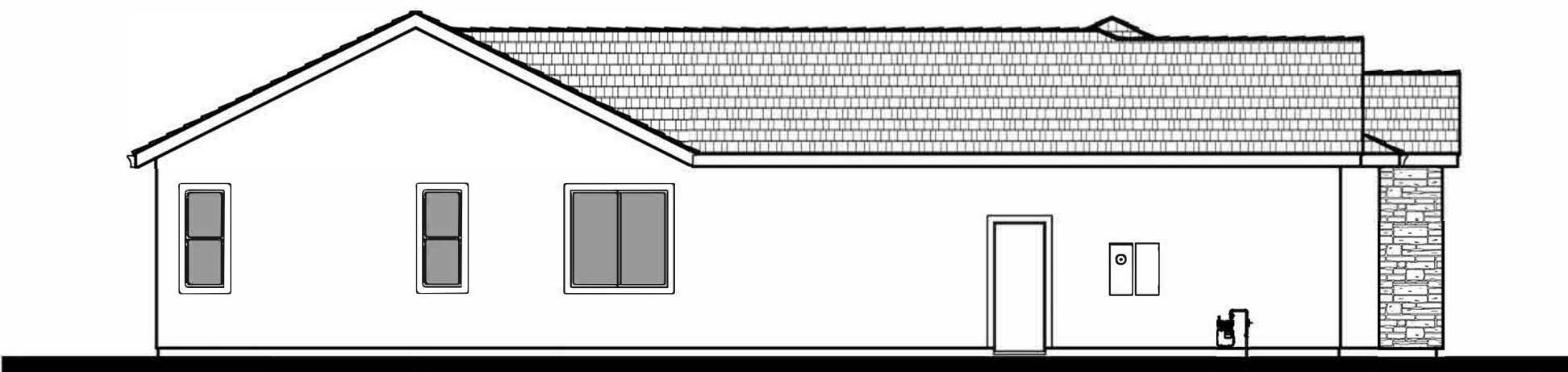
Elevation 3C - French Country

Scale: 1/4" = 1'-0"



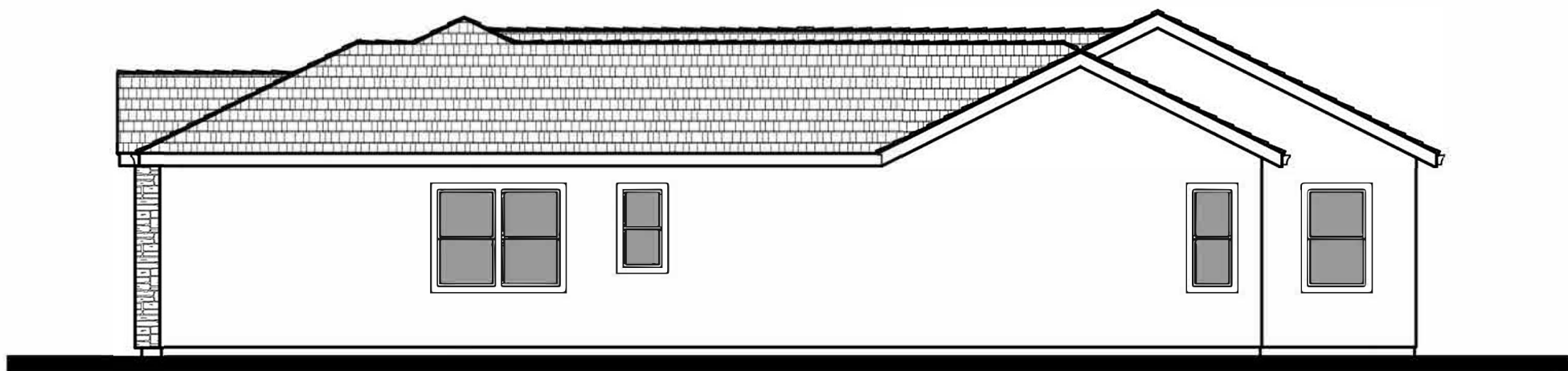
Rear Elevation

Scale: 1/8" = 1'-0"



Left Elevation

Scale: 1/8" = 1'-0"



Right Elevation

Scale: 1/8" = 1'-0"

PLAN 3C	
FIRST FLOOR	2,787 SQ. FT.
TOTAL LIVING	2,787 SQ. FT.
GARAGE (2 CAR)	430 SQ. FT.
PORCH	15 SQ. FT.
COVERED ENTRY PORCH	187 SQ. FT.
OPT. OUTDOOR ROOM	141 SQ. FT.

PLAN 3, ELEV. C
FRENCH COUNTRY
ELEVATIONS

HOUSING TYPOLOGY 4:(70X100)

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A4.7



PLAN 1642 R
Spanish Elevation

PLAN 3258
Italianate Elevation

PLAN 1898 R
Mediterranean Elevation

PLAN 2435
Spanish Elevation

PLAN 2311
Italianate Elevation

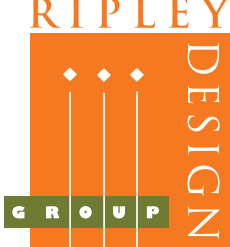
Conceptual Streetscene

Sheet Index

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A1.2	Plan 1642 Roof Plans	A2.6	Plan 1898 Mediterranean Elevations	A3.10	Plan 2043 X Spanish Elevations	A5.2	Plan 2435 Roof Plans	A6.6	Plan 2537 Mediterranean Elevations
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A2.3	Plan 1898 Front Elevations	A3.7	Plan 2043 X Floor Plans	A4.5	Plan 2311 Italianate Elevations	A6.3	Plan 2537 Front Elevations	A8.1	Exterior Color & Materials
								A8.2	Exterior Color & Materials
								A8.3	Exterior Color & Materials

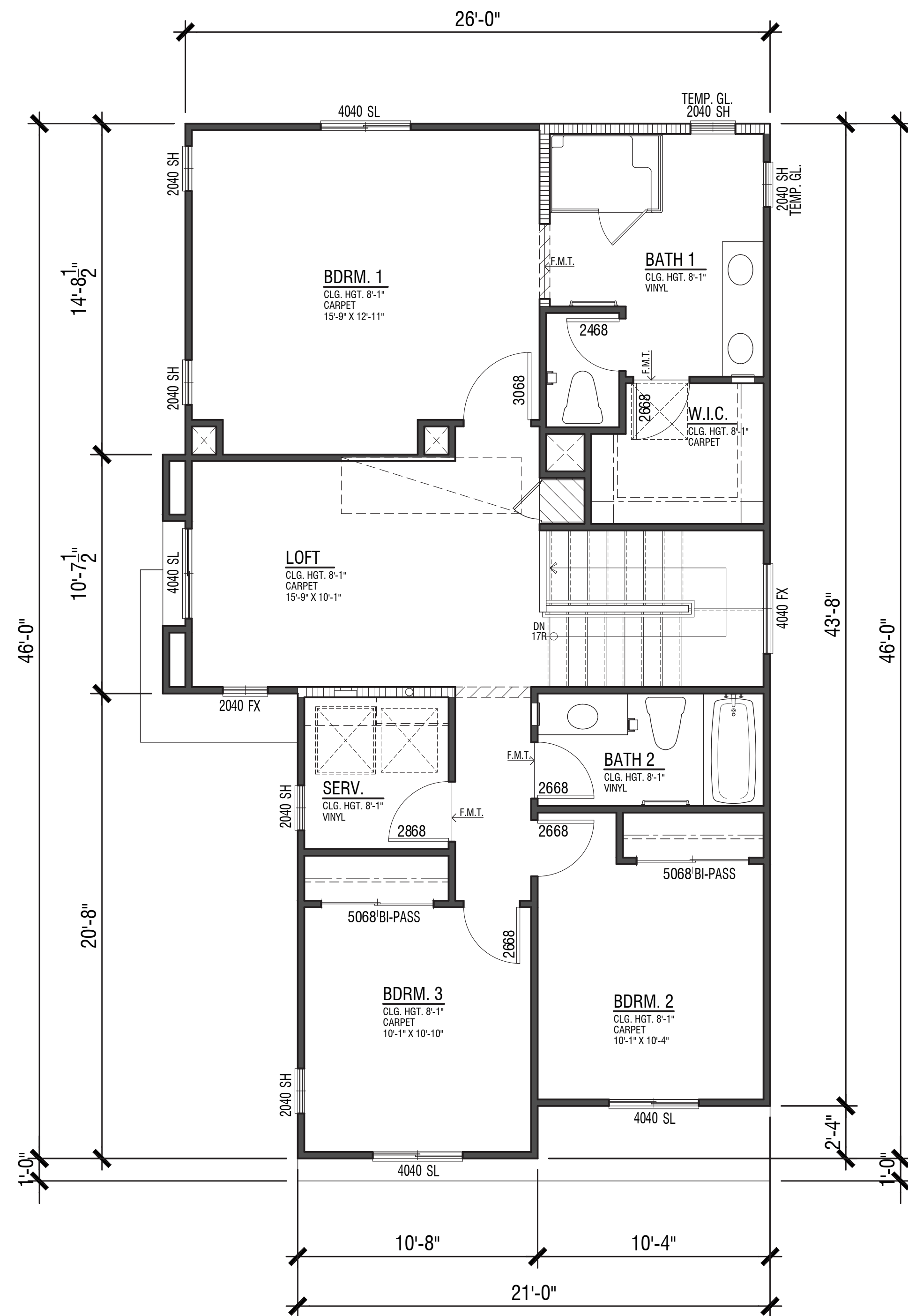
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO.	202013-001
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SCALE	AS SHOWN

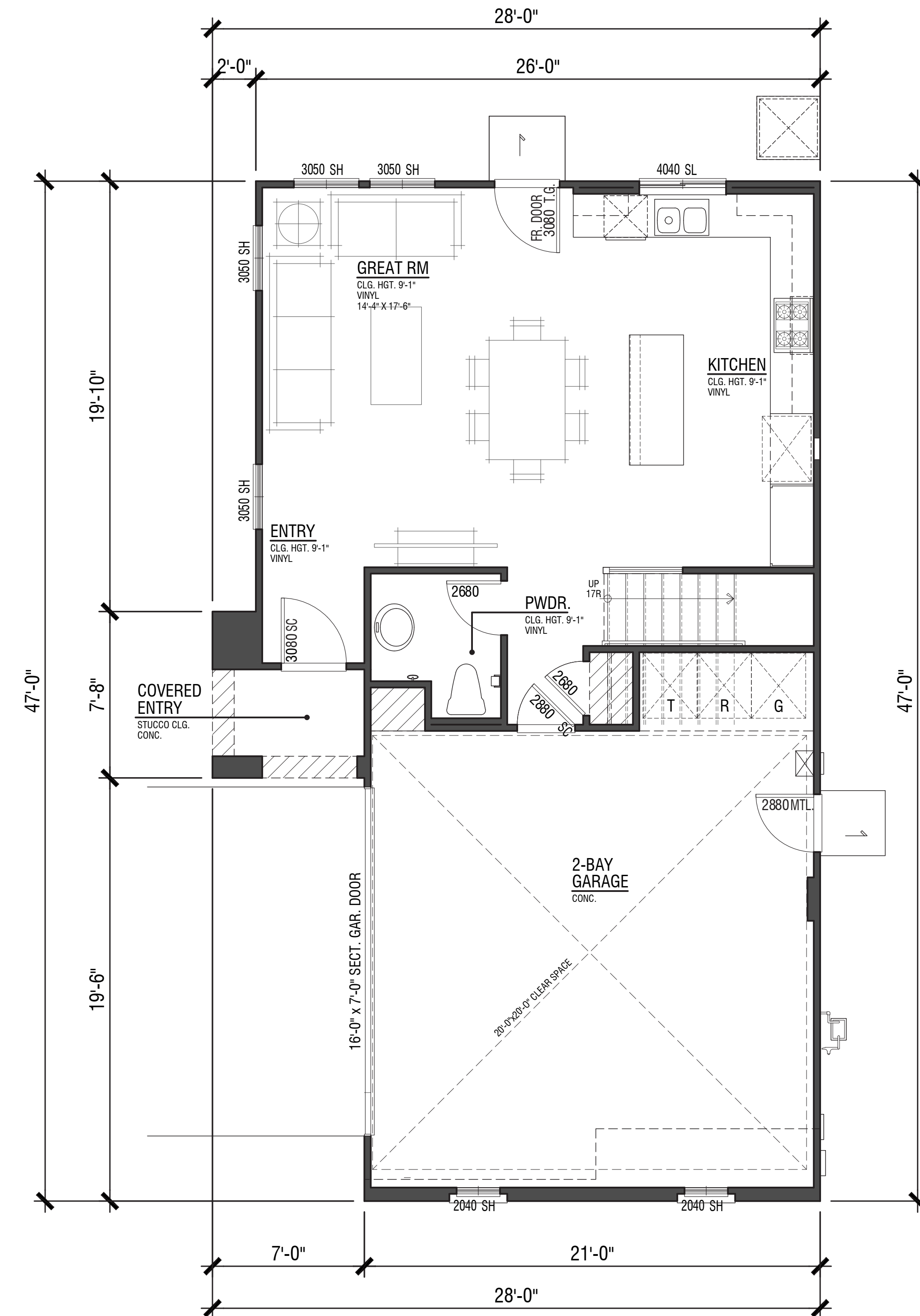
CS



Upper Floor 1,033 SF

PLAN 1642

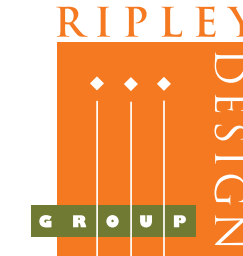
1,642 SF
3 Bdrm | 2.5 Bath | Loft
2-Car Garage



Lower Floor 609 SF

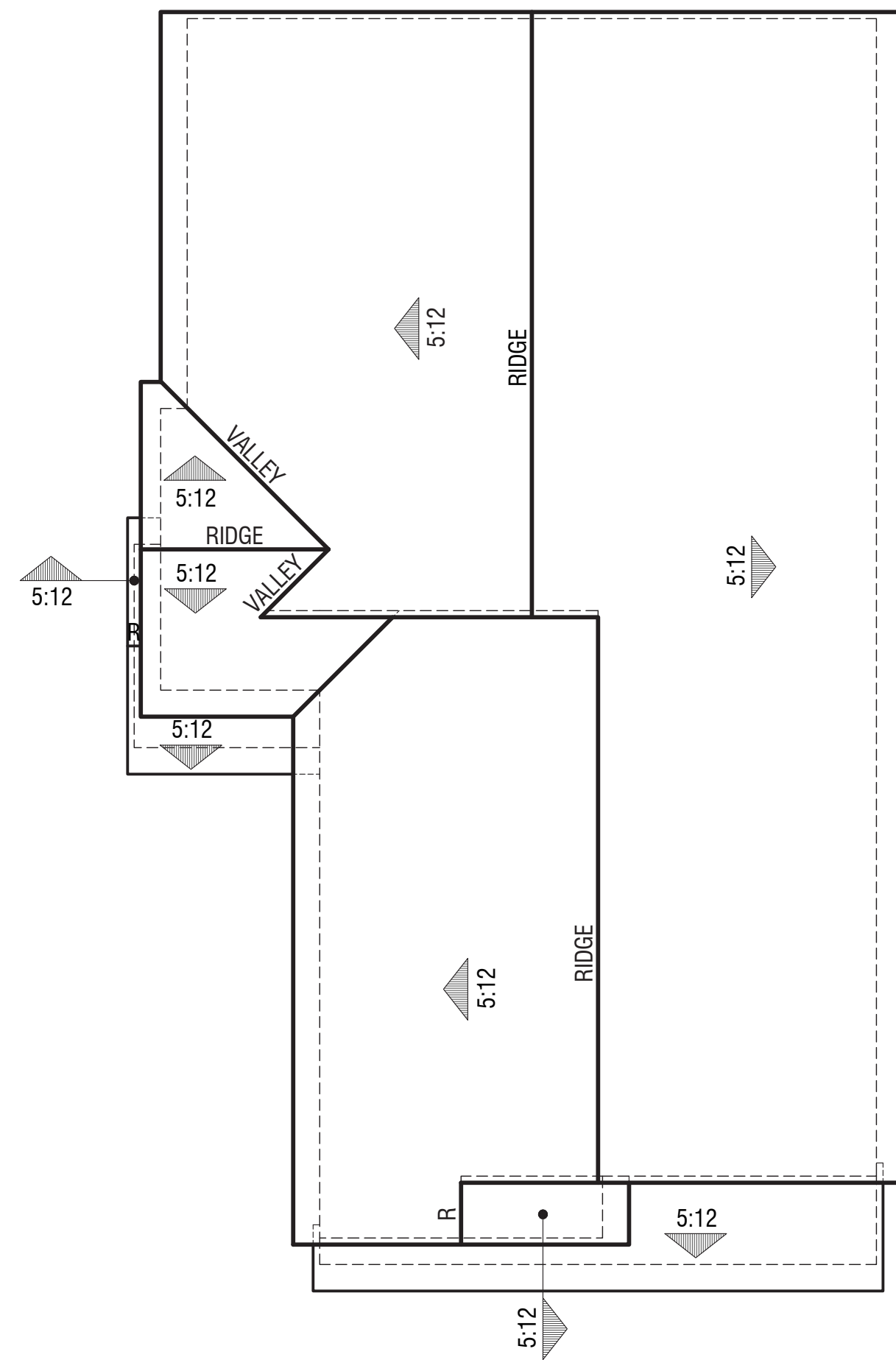
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

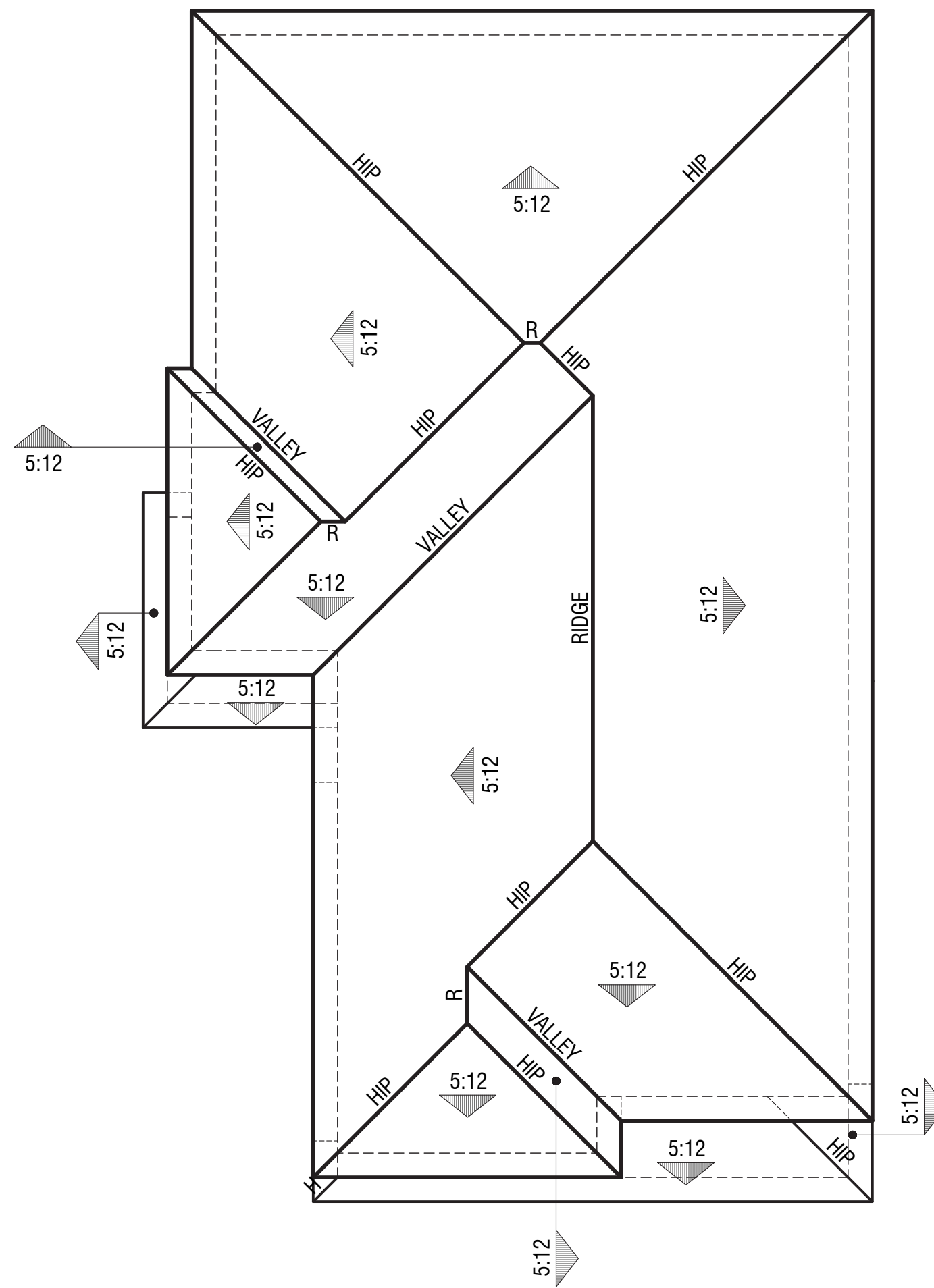


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

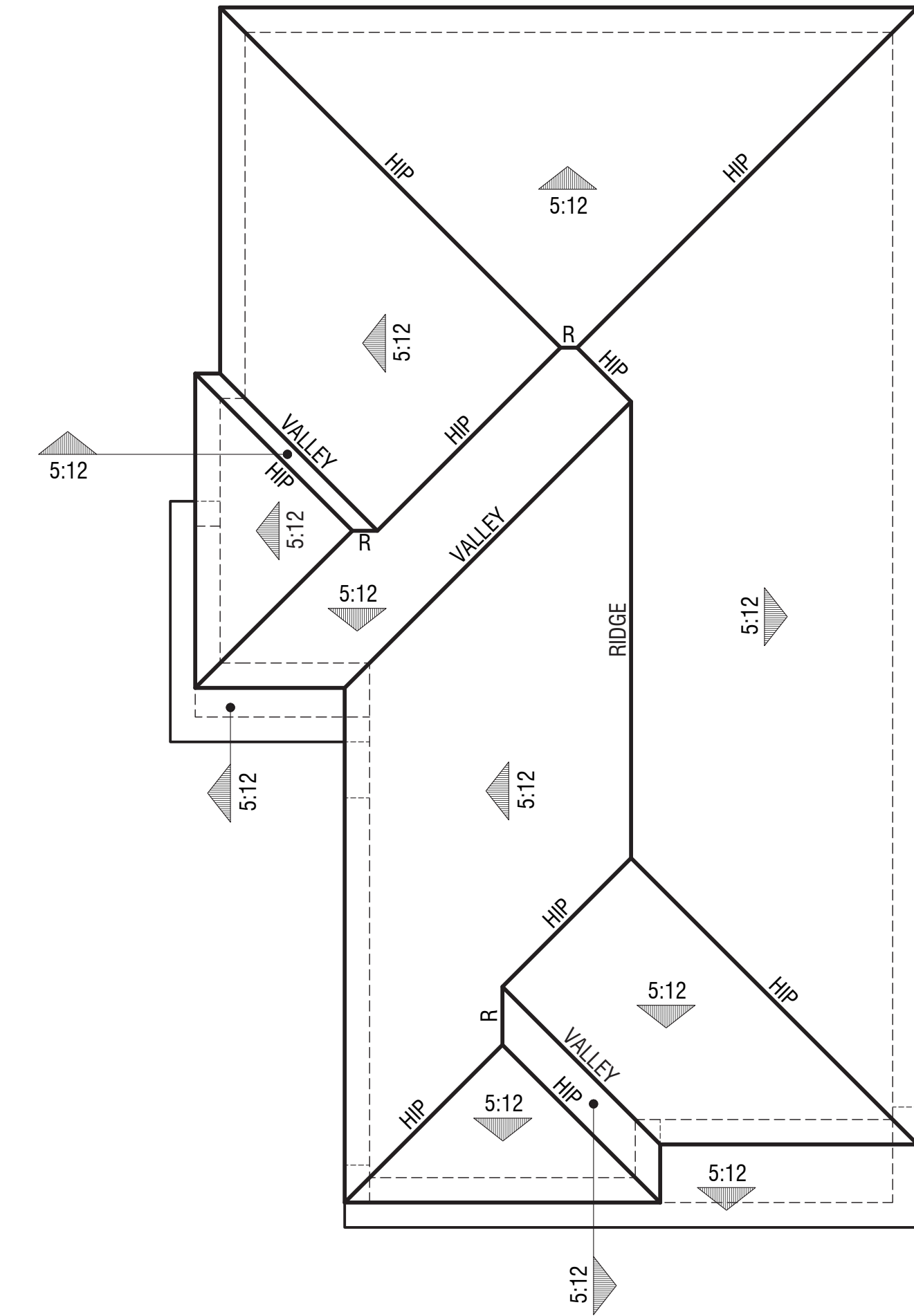
A1.1



Spanish Elevation



Italianate Elevation

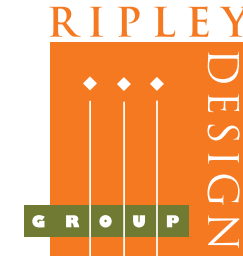


Mediterranean Elevation

PLAN 1642

Roof Plans

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A1.2



Spanish Elevation



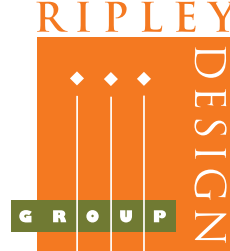
Italianate Elevation



Mediterranean Elevation

PLAN 1642 Front Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC

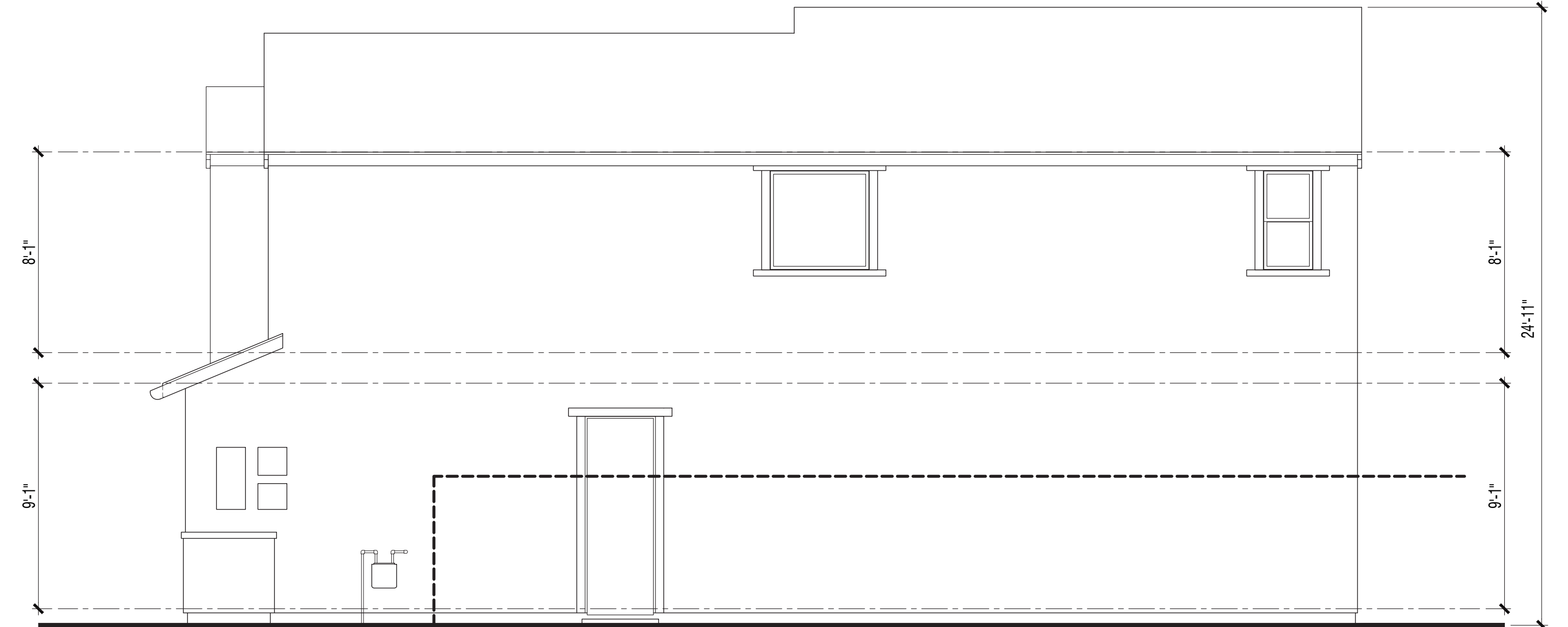


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A1.3



Right Elevation



Rear Elevation



Left Elevation



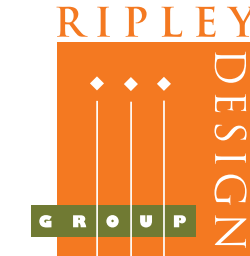
Front Elevation

PLAN 1642

Spanish Elevations

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

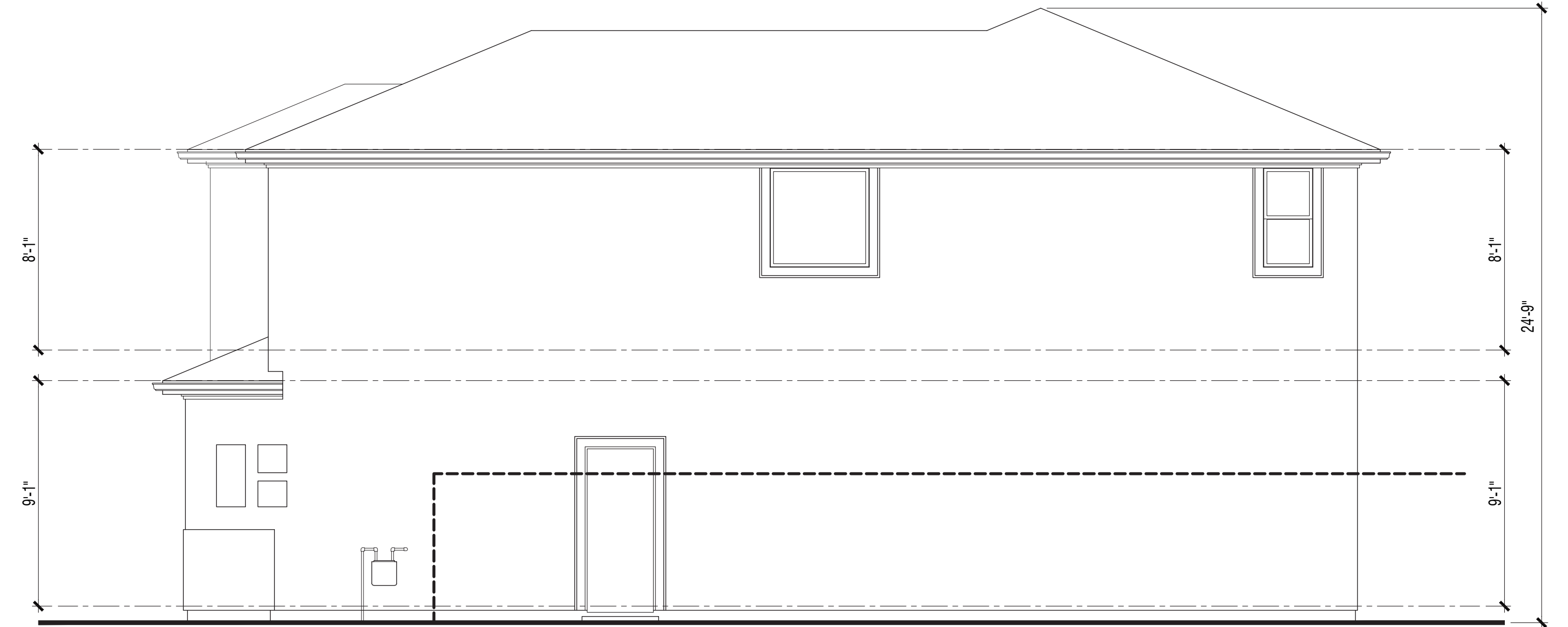


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A1.4



Right Elevation



Rear Elevation



Left Elevation



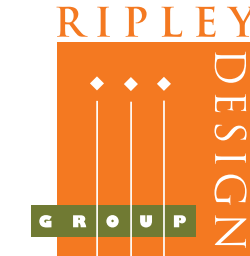
Front Elevation

PLAN 1642

Italianate Elevations

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

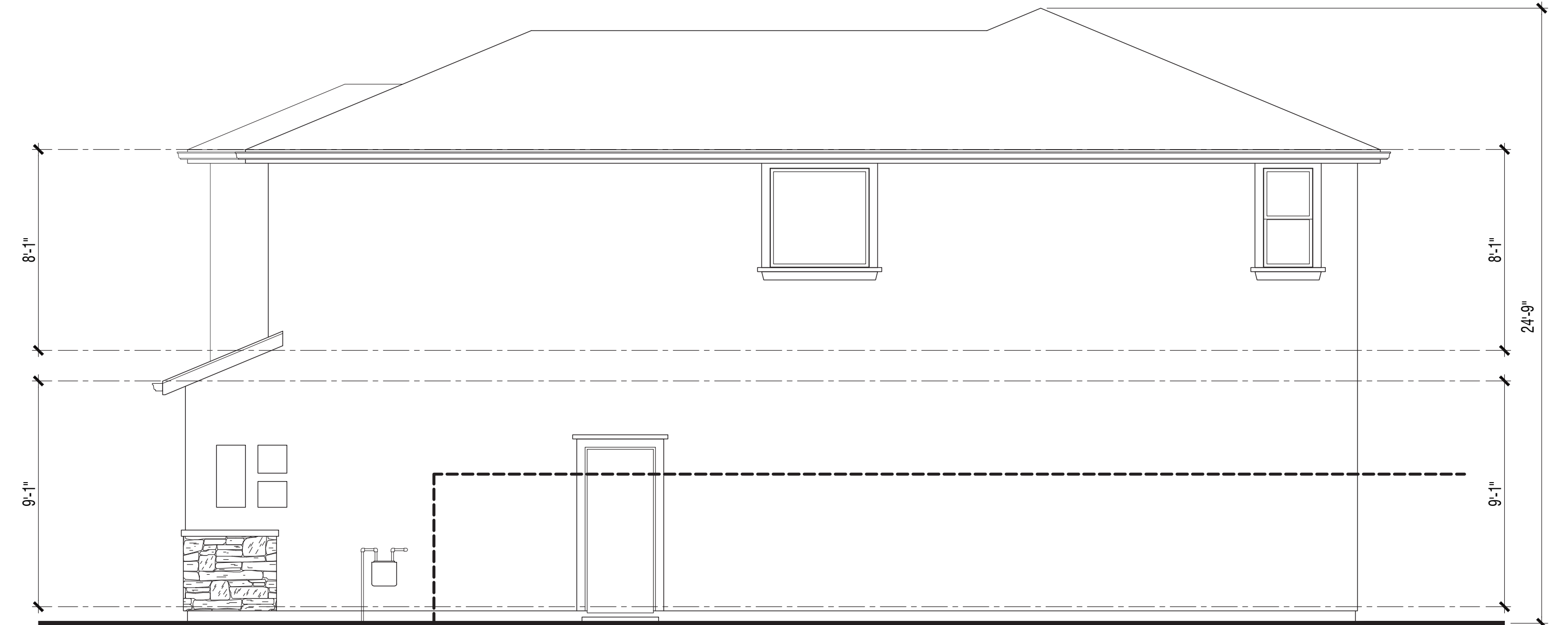


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A1.5



Right Elevation



Rear Elevation



Left Elevation



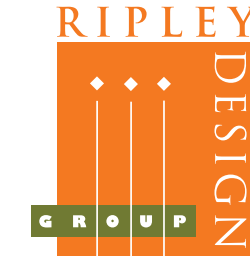
Front Elevation

PLAN 1642

Mediterranean Elevations

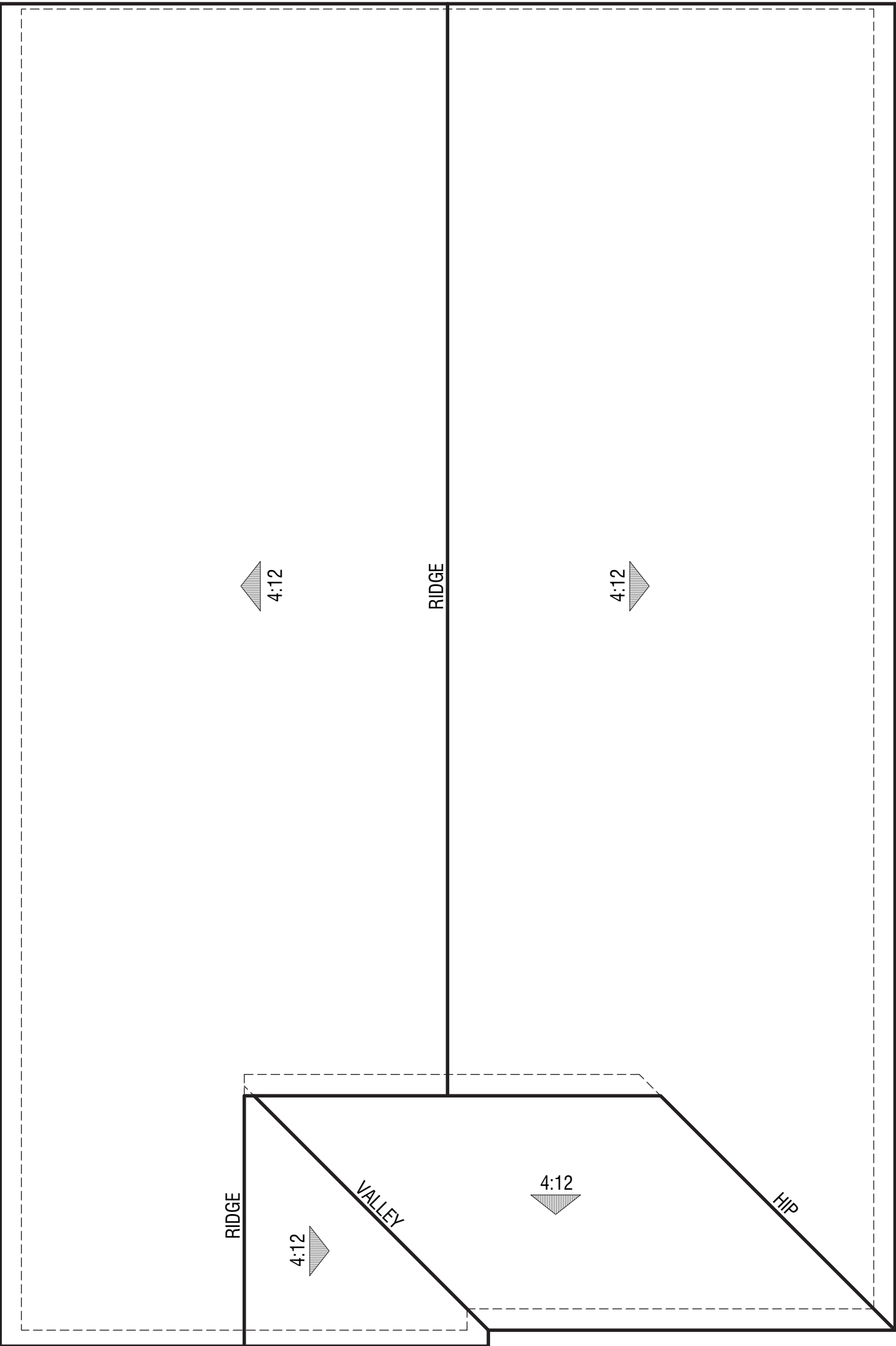
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

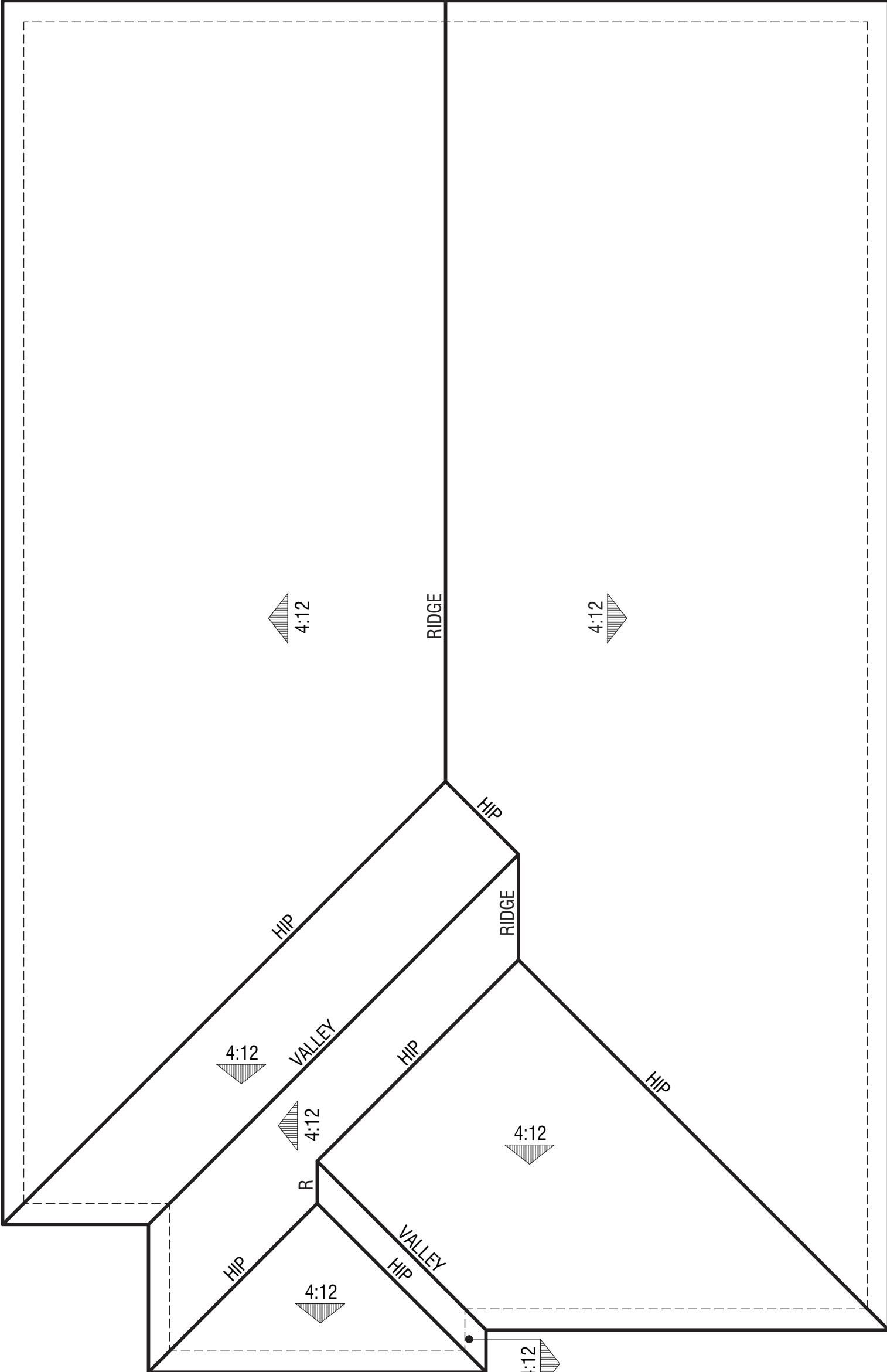


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

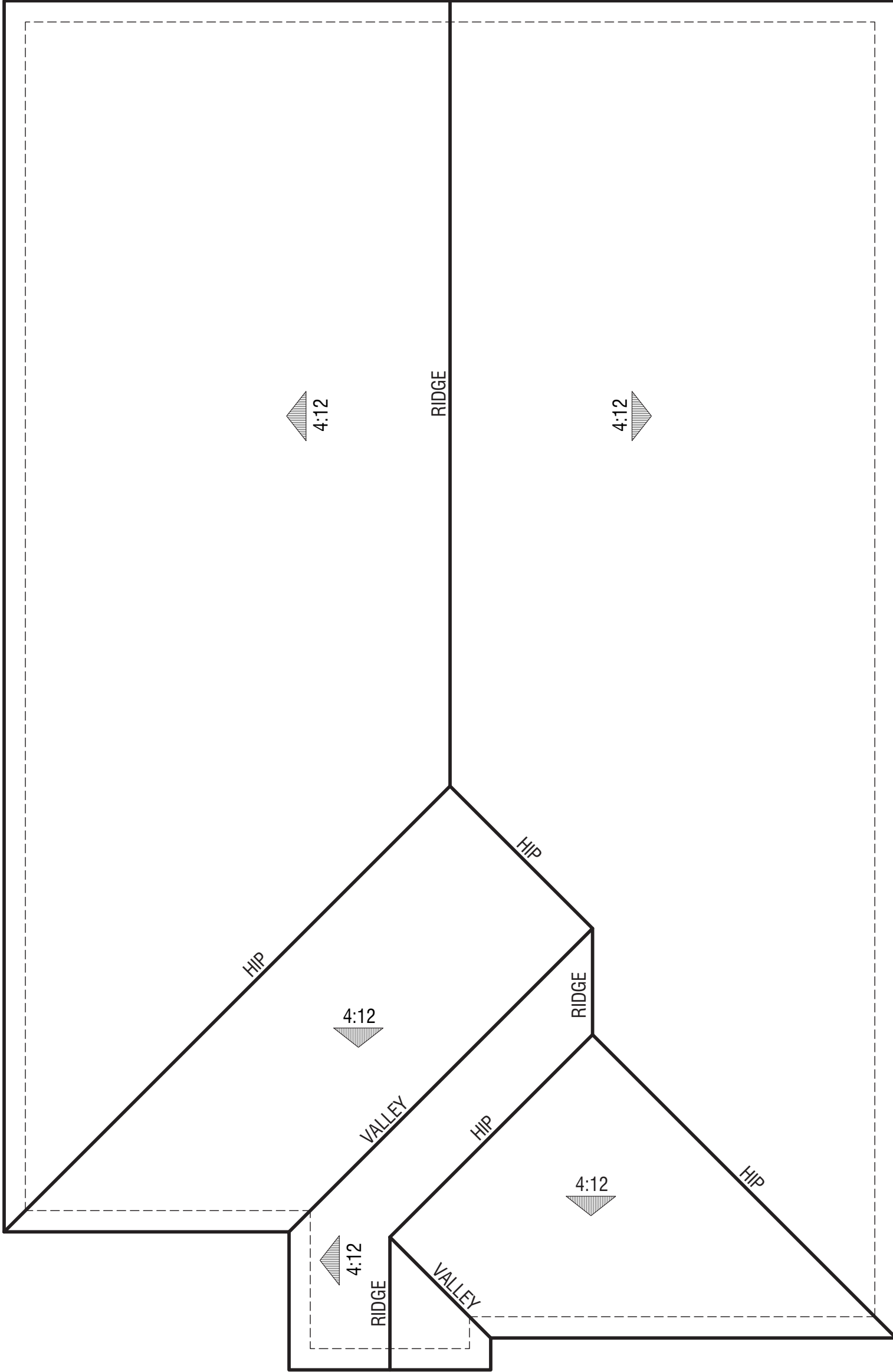
A1.6



Spanish Elevation



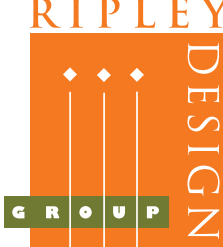
Italianate Elevation



Mediterranean Elevation

PLAN 1898
Roof Plans

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A2.2



Spanish Elevation



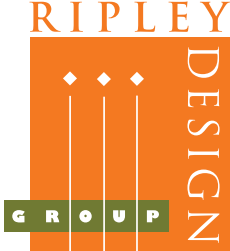
Italianate Elevation



Mediterranean Elevation

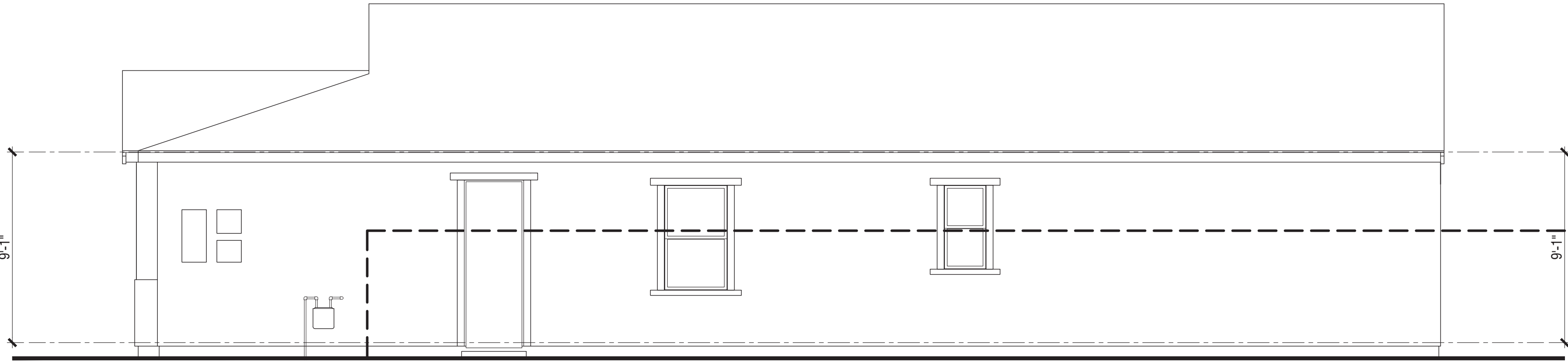
PLAN 1898
Front Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC

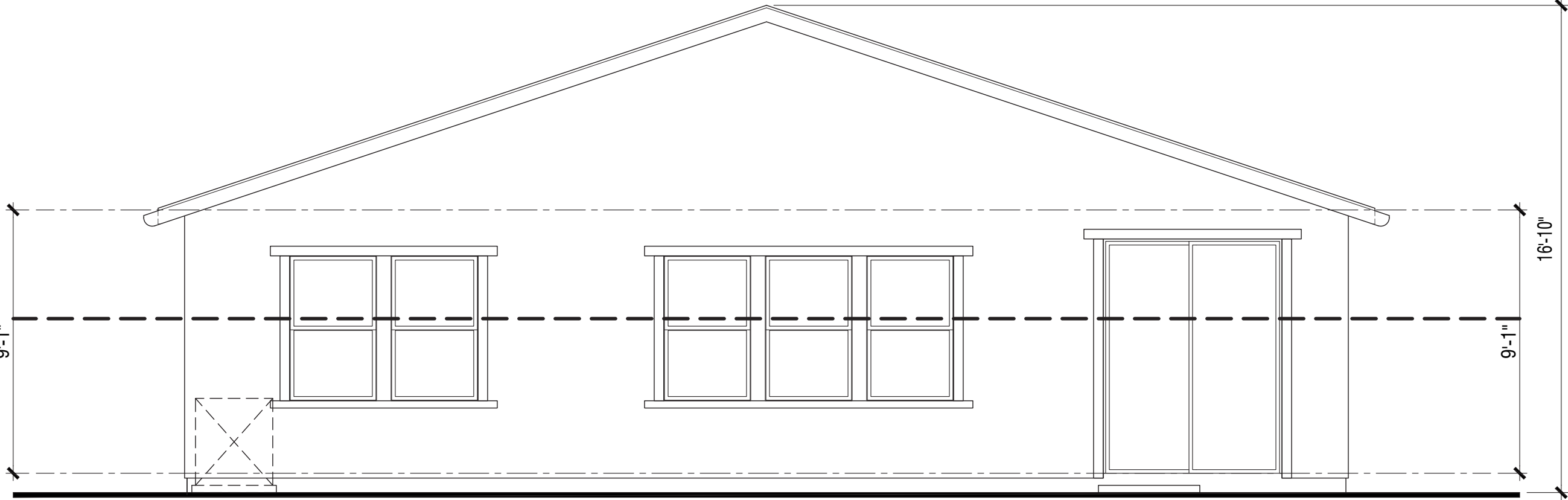


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

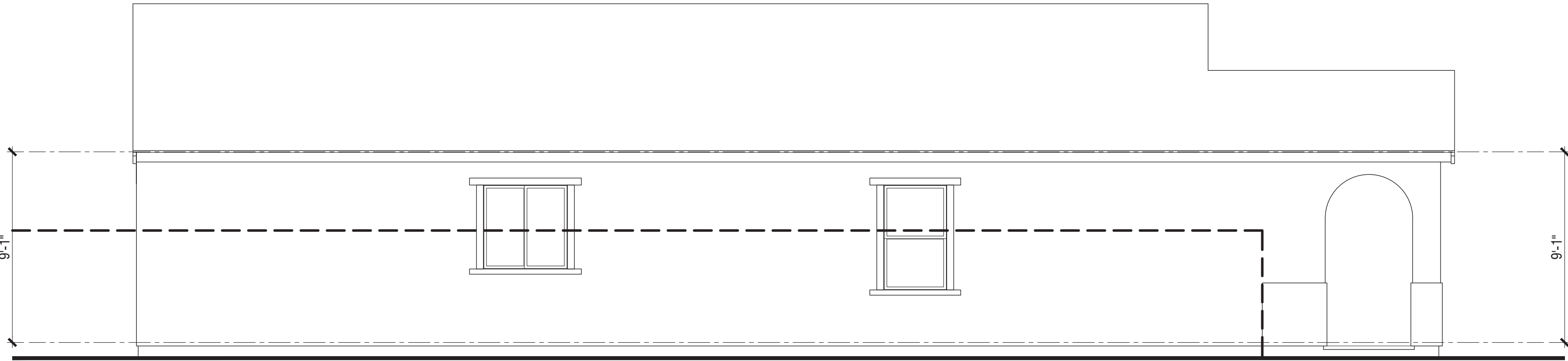
A2.3



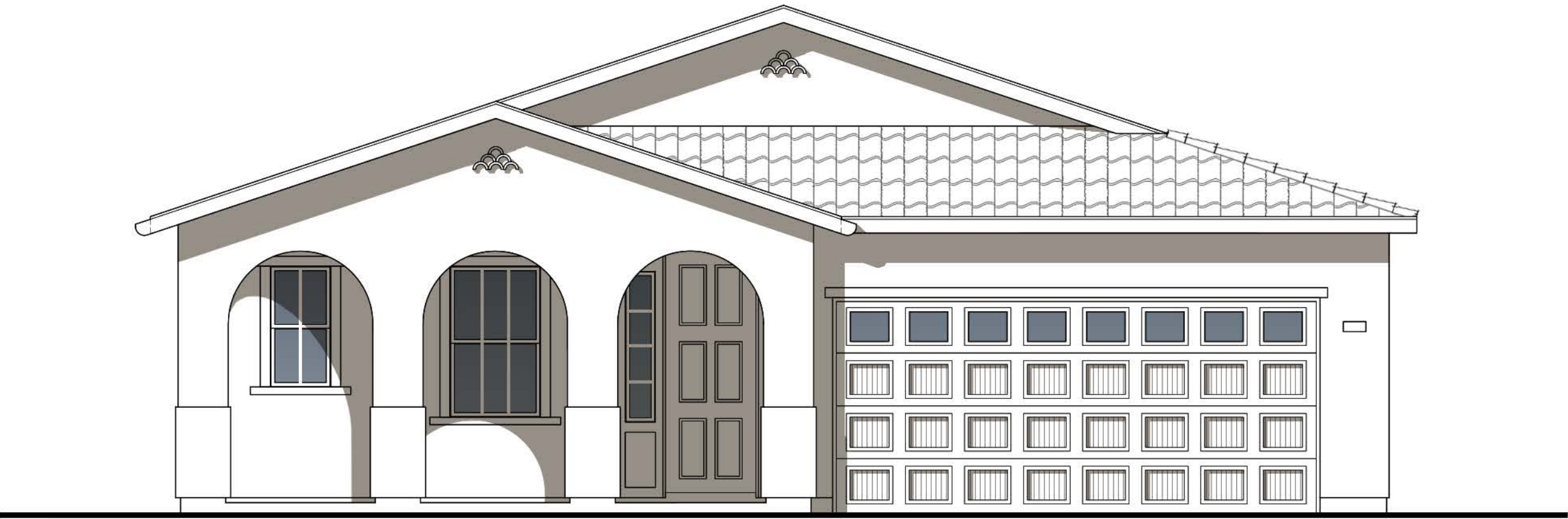
Right Elevation



Rear Elevation



Left Elevation



Front Elevation

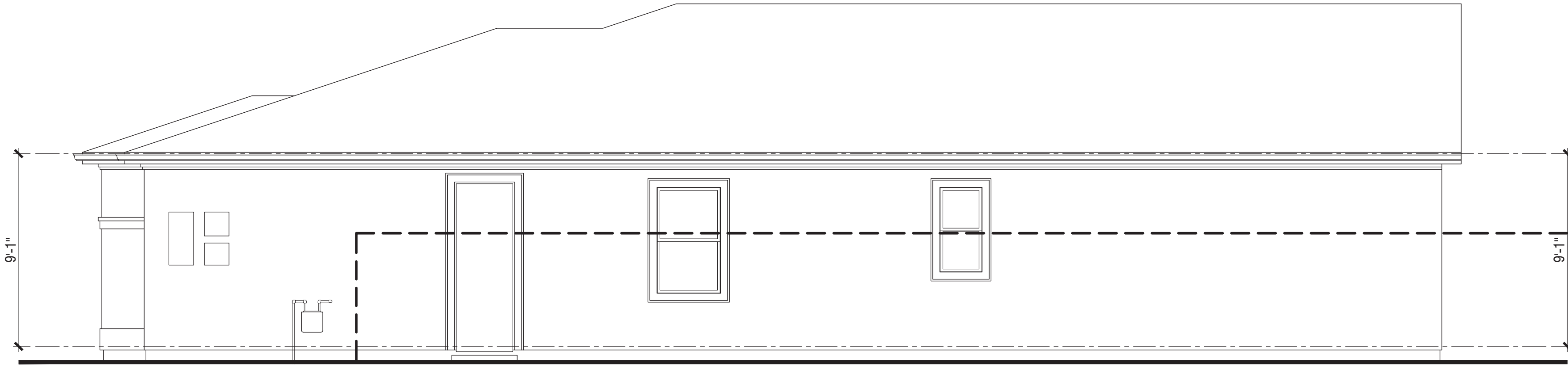
PLAN 1898
Spanish Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC

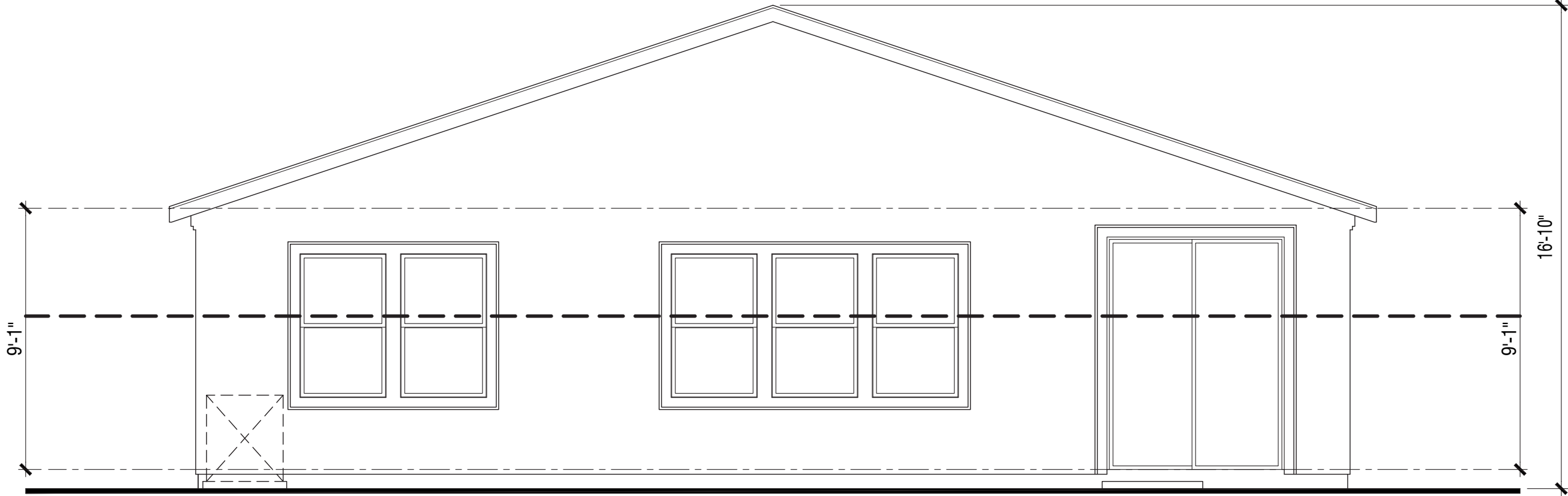


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

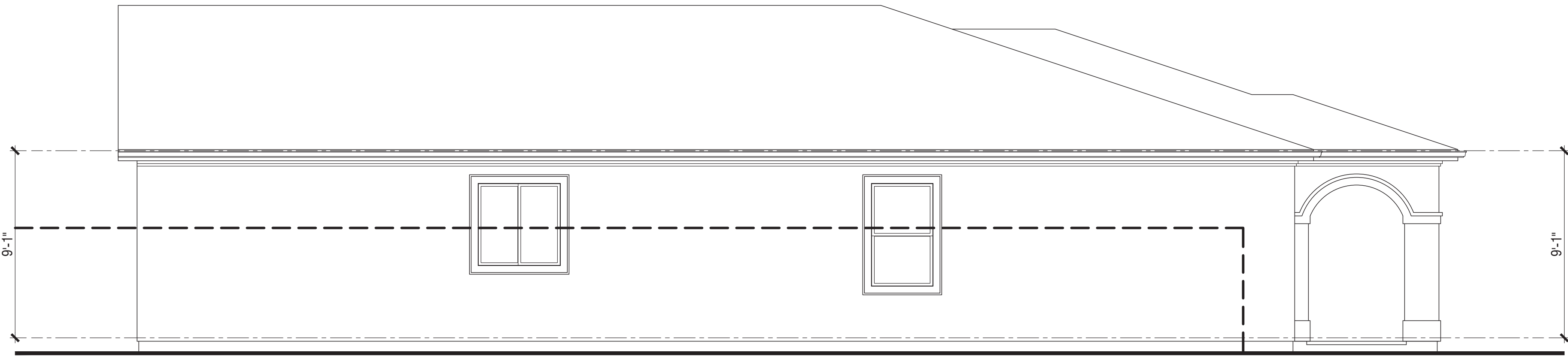
A2.4



Right Elevation



Rear Elevation



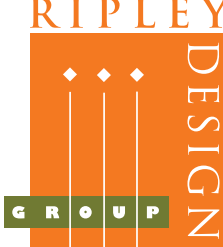
Left Elevation



Front Elevation

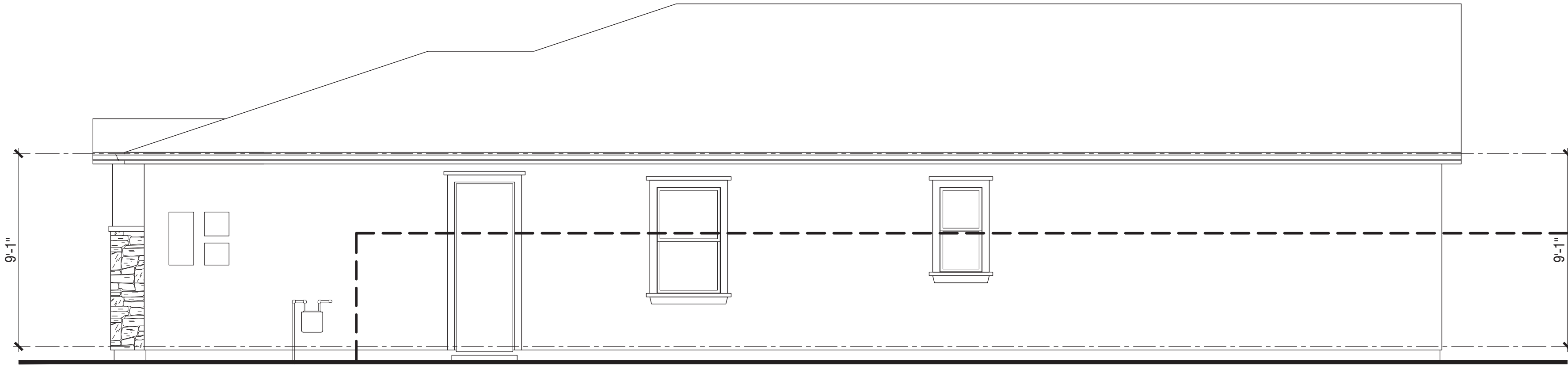
PLAN 1898
Italianate Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC

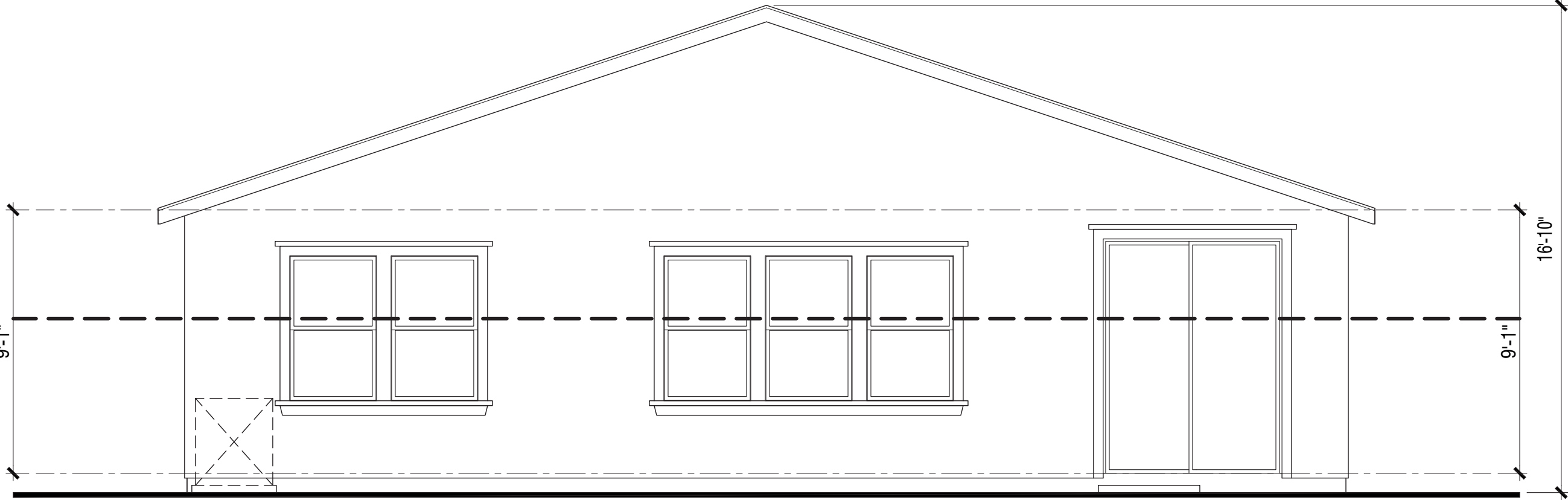


JOB NO. 202013-001
DATE NOV. 2021
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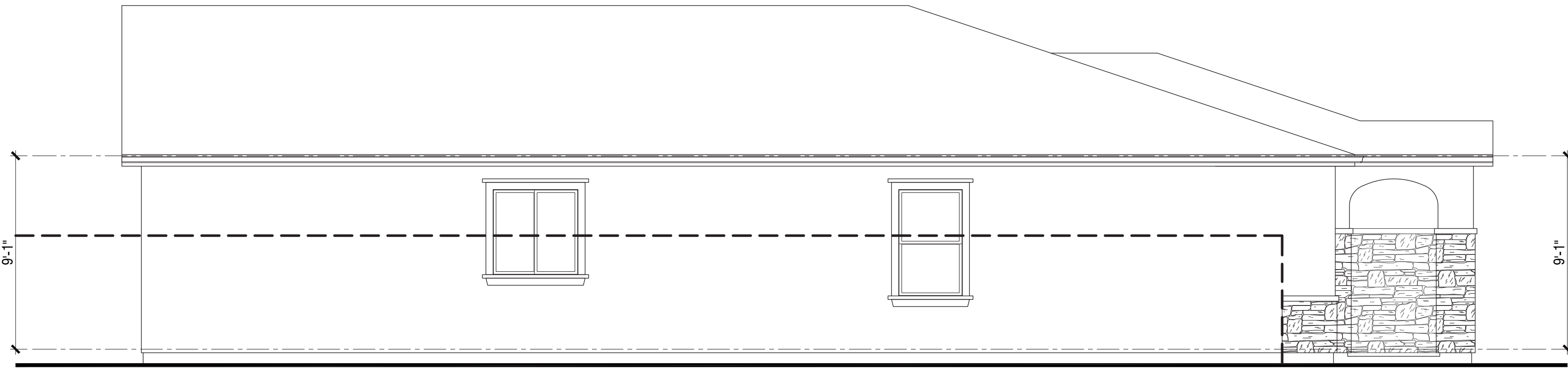
A2.5



Right Elevation



Rear Elevation



Left Elevation



Front Elevation

PLAN 1898

Mediterranean Elevations

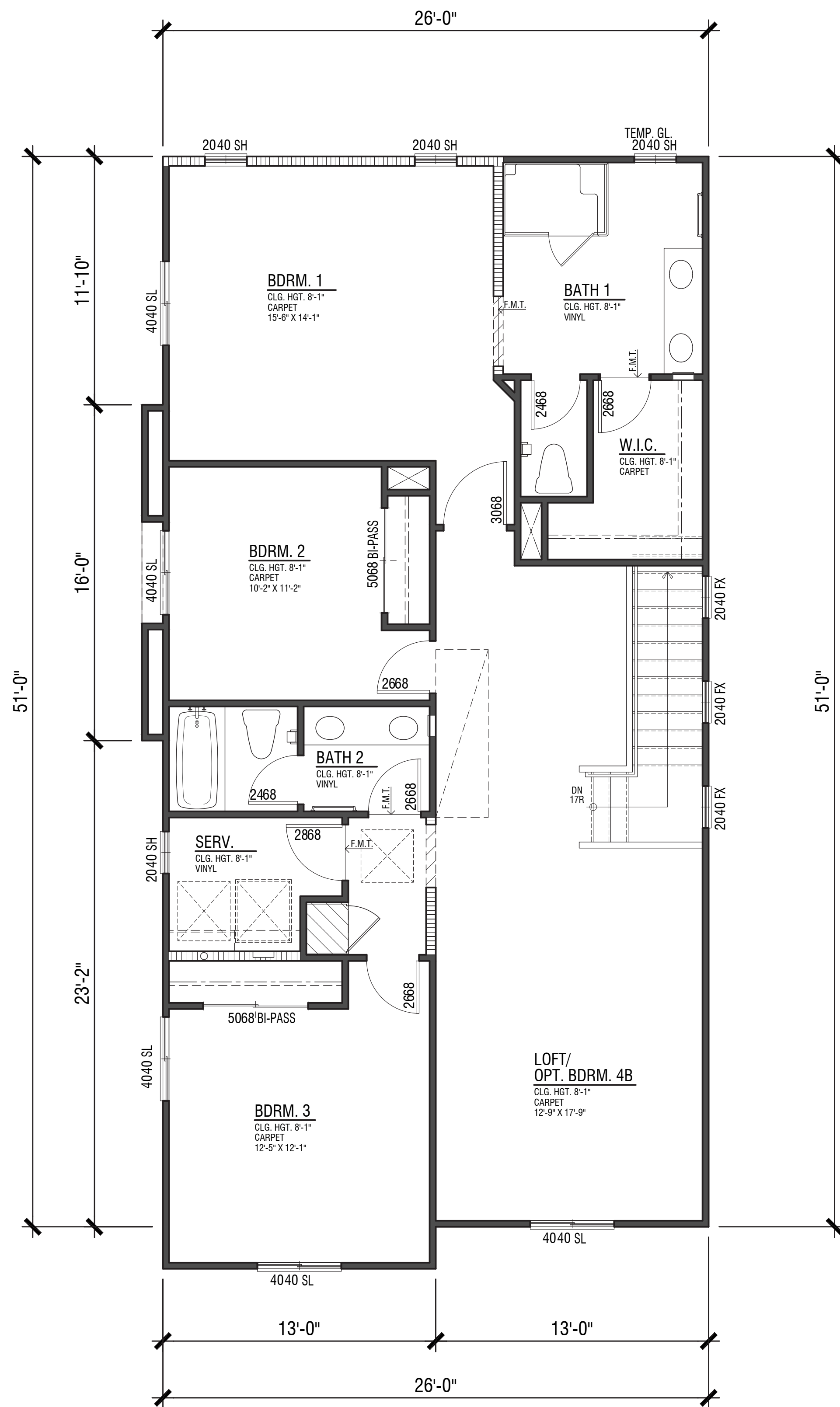
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

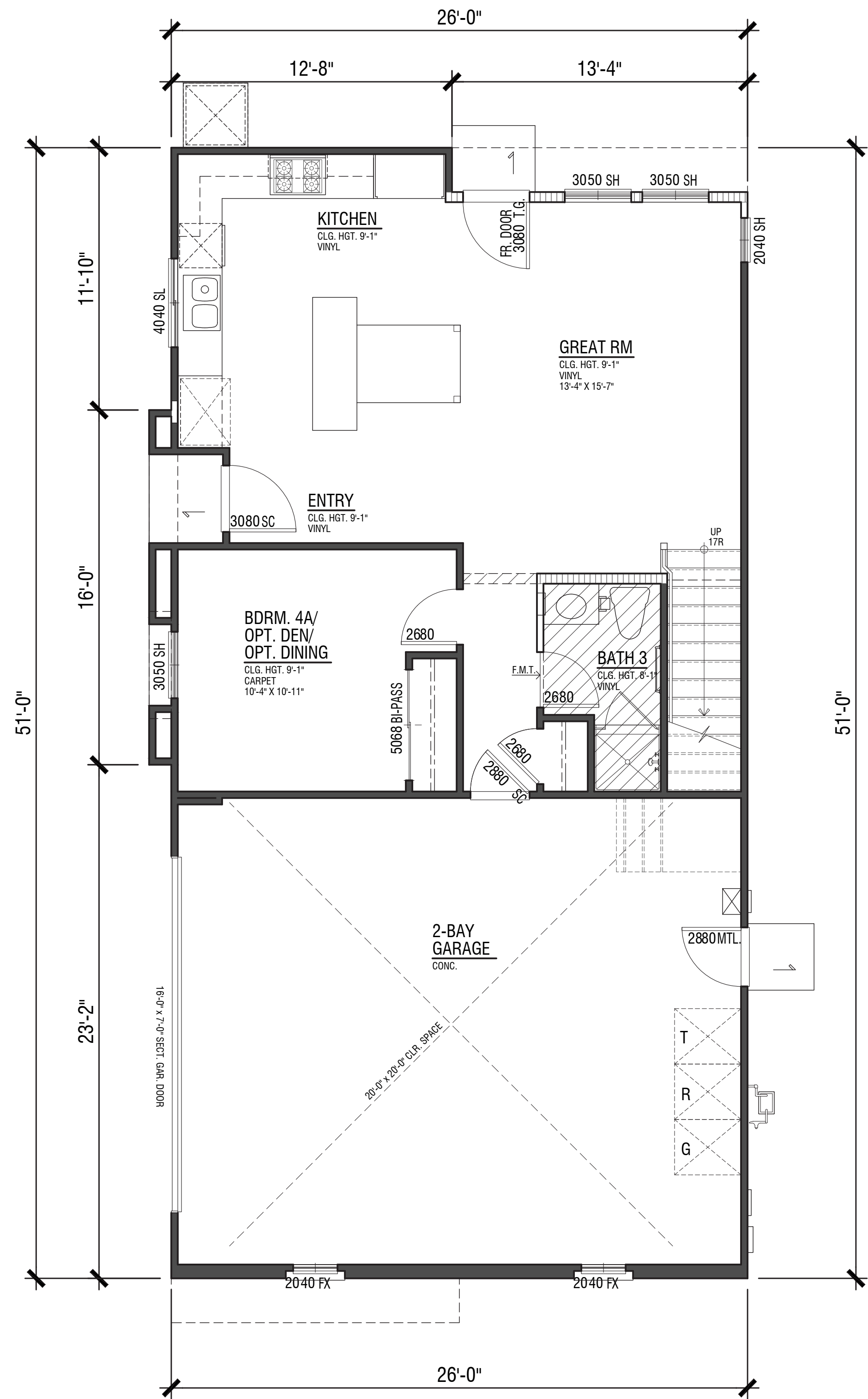


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A2.6



Upper Floor 1,316 SF



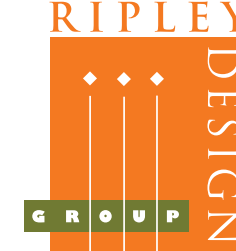
Lower Floor 727 SF

PLAN 2043

2,043 SF
4 Bdrm | 3 Bath | Loft
2-Car Garage

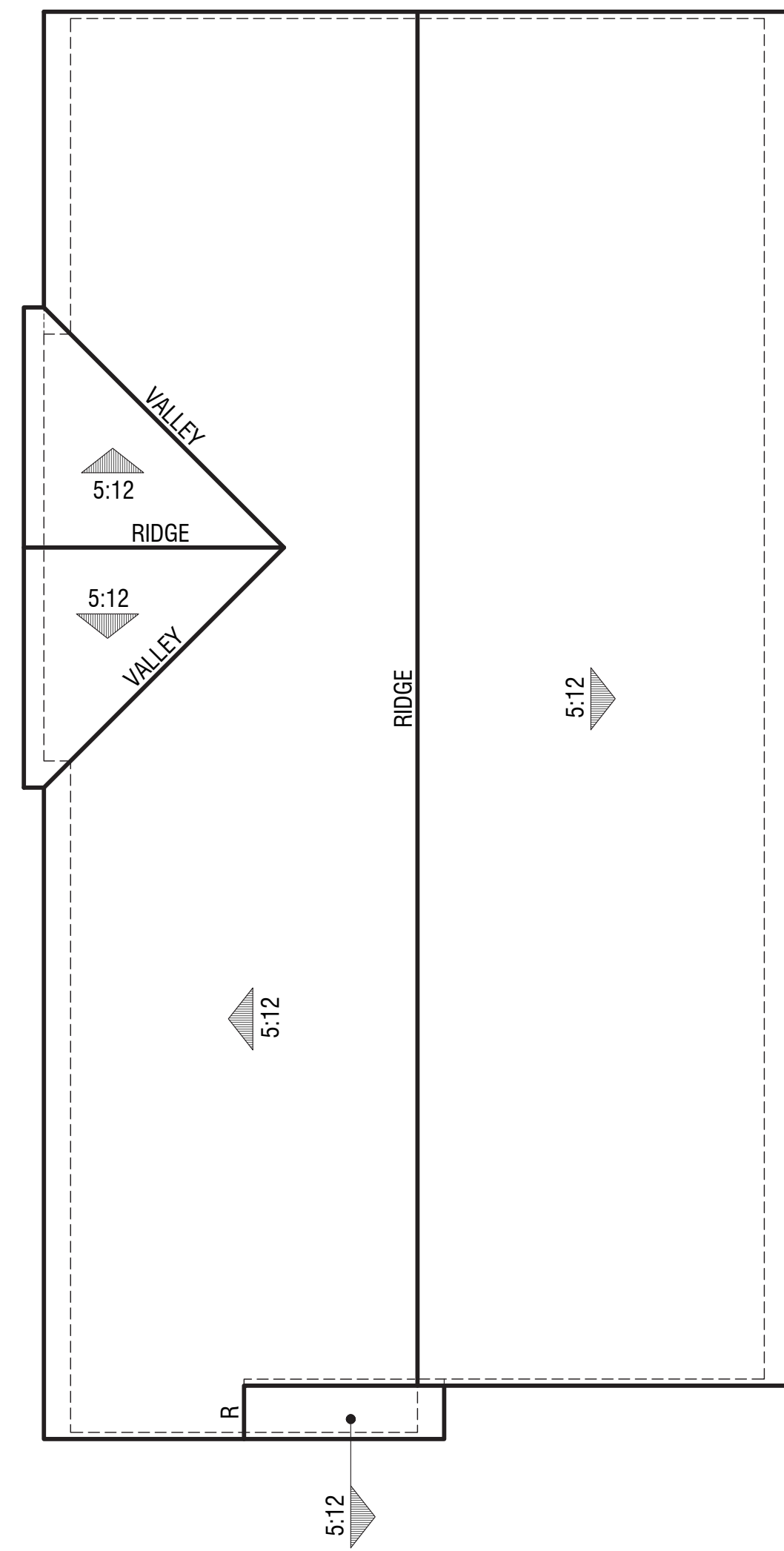
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

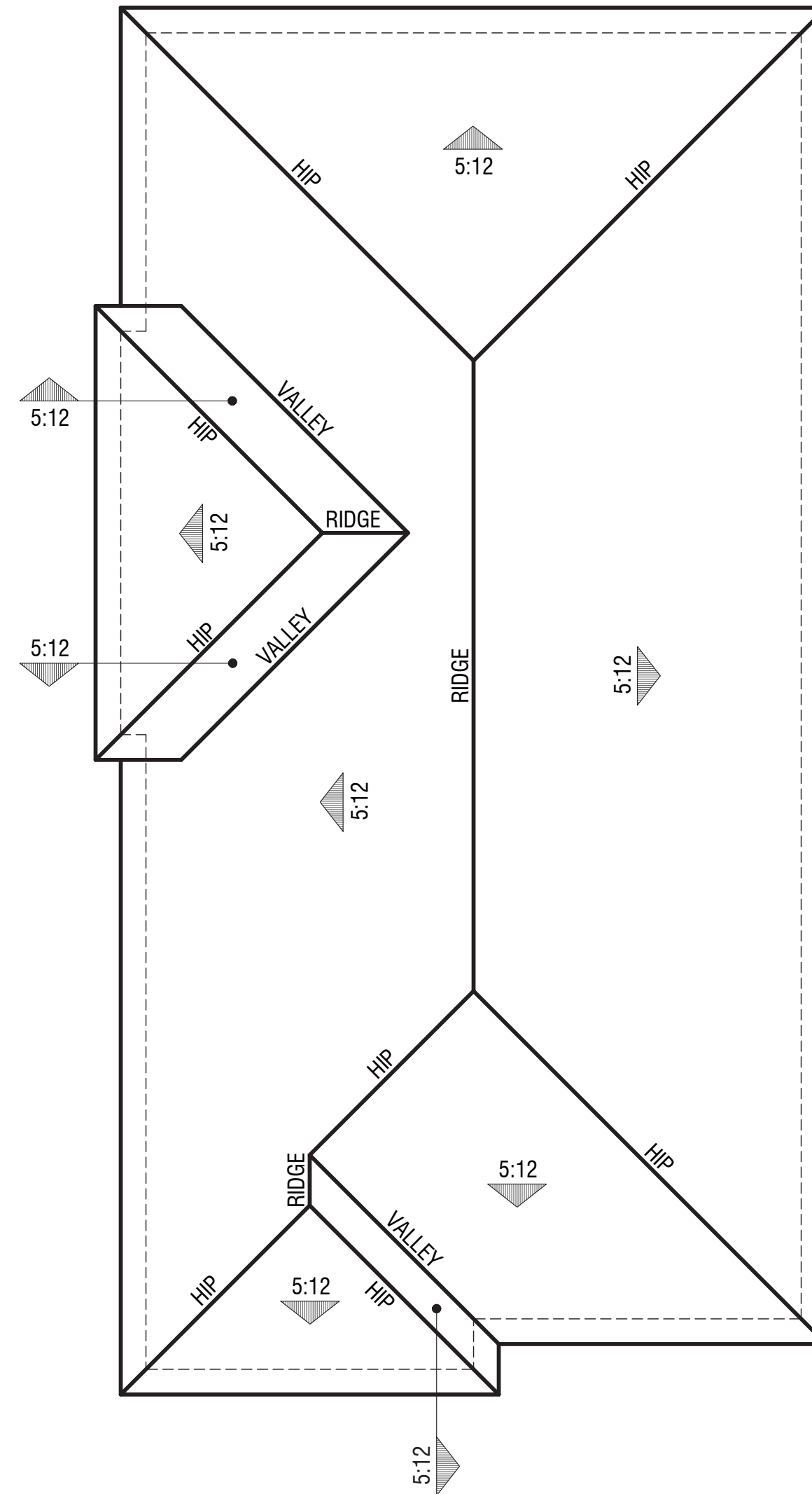


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

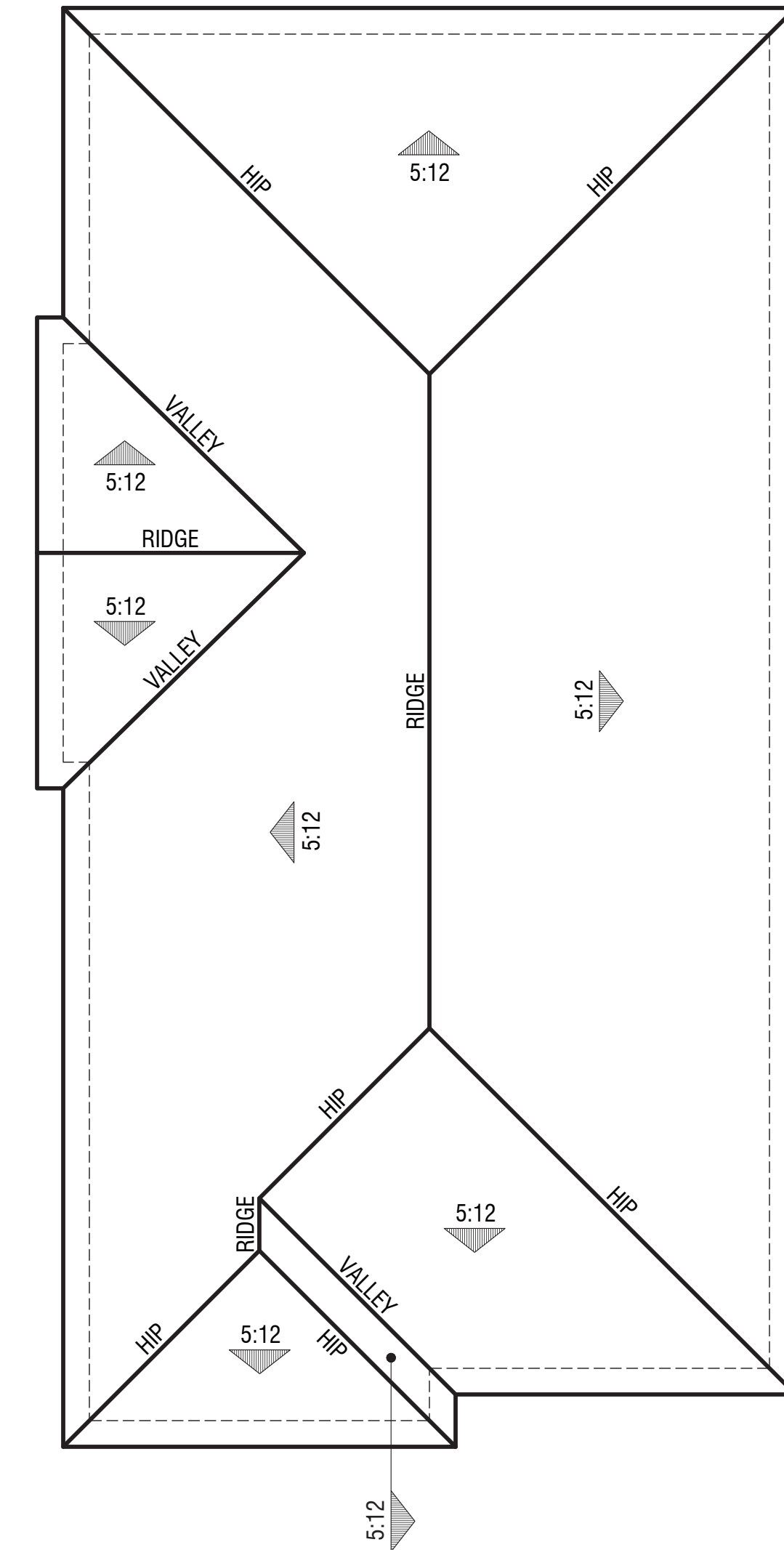
A3.1



Spanish Elevation



Italianate Elevation



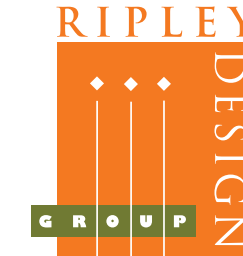
Mediterranean Elevation

PLAN 2043

Roof Plans

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A3.2



Spanish Elevation



Italianate Elevation



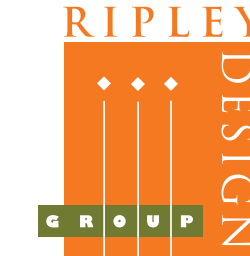
Mediterranean Elevation

PLAN 2043

Front Elevations

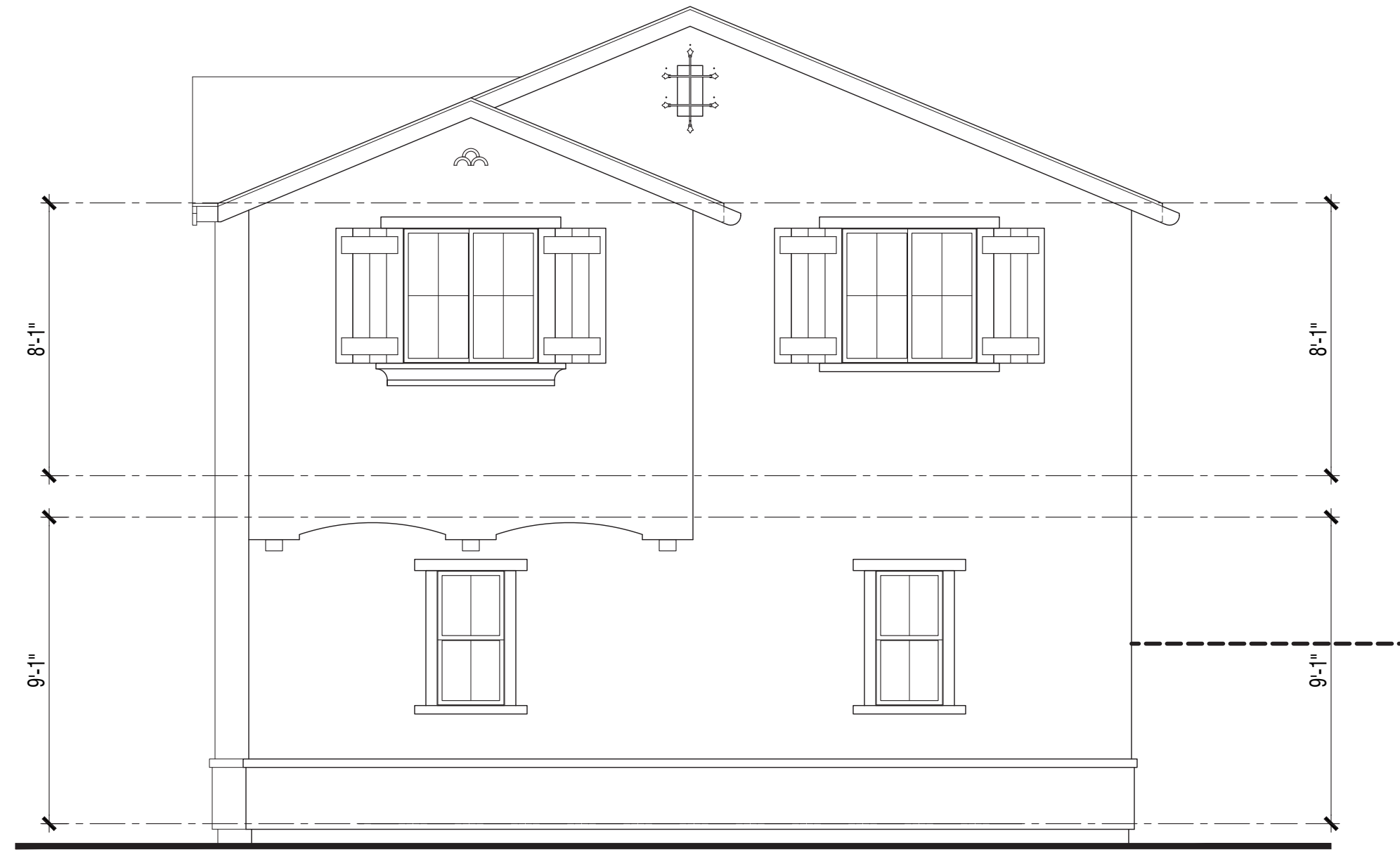
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

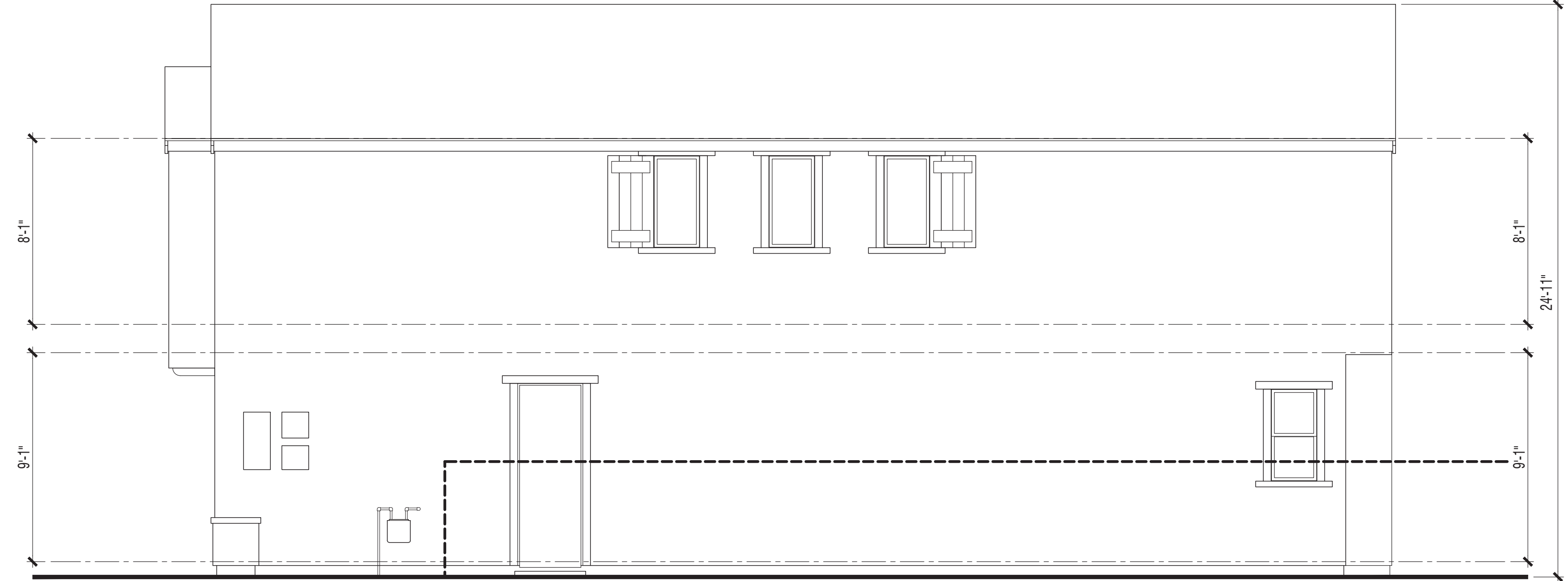


JOB NO. 202013-001
DATE NOV. 2021
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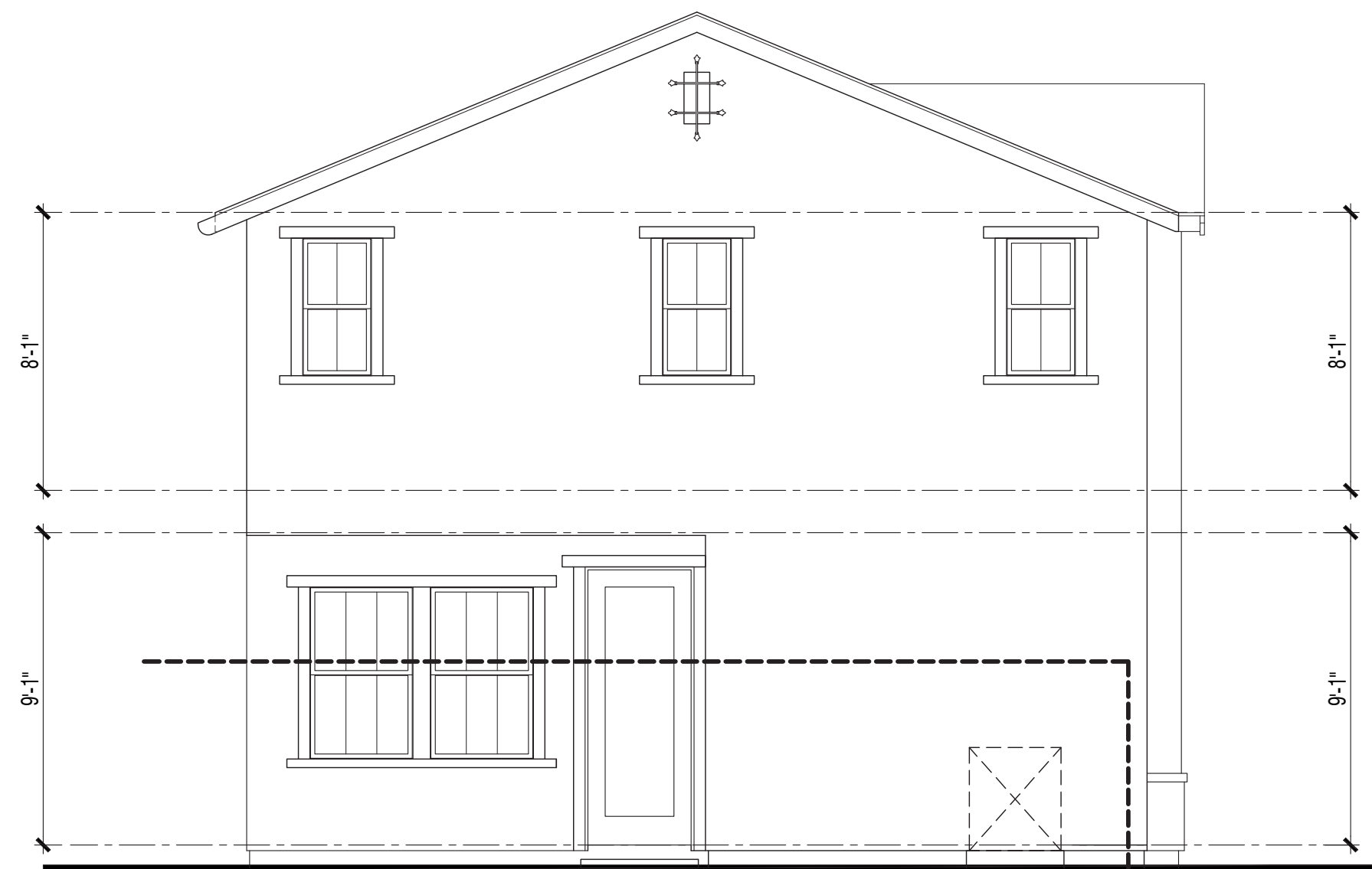
A3.3



Right Elevation



Rear Elevation



Left Elevation



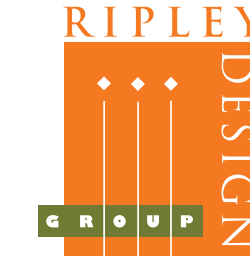
Front Elevation

PLAN 2043

Spanish Elevations

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

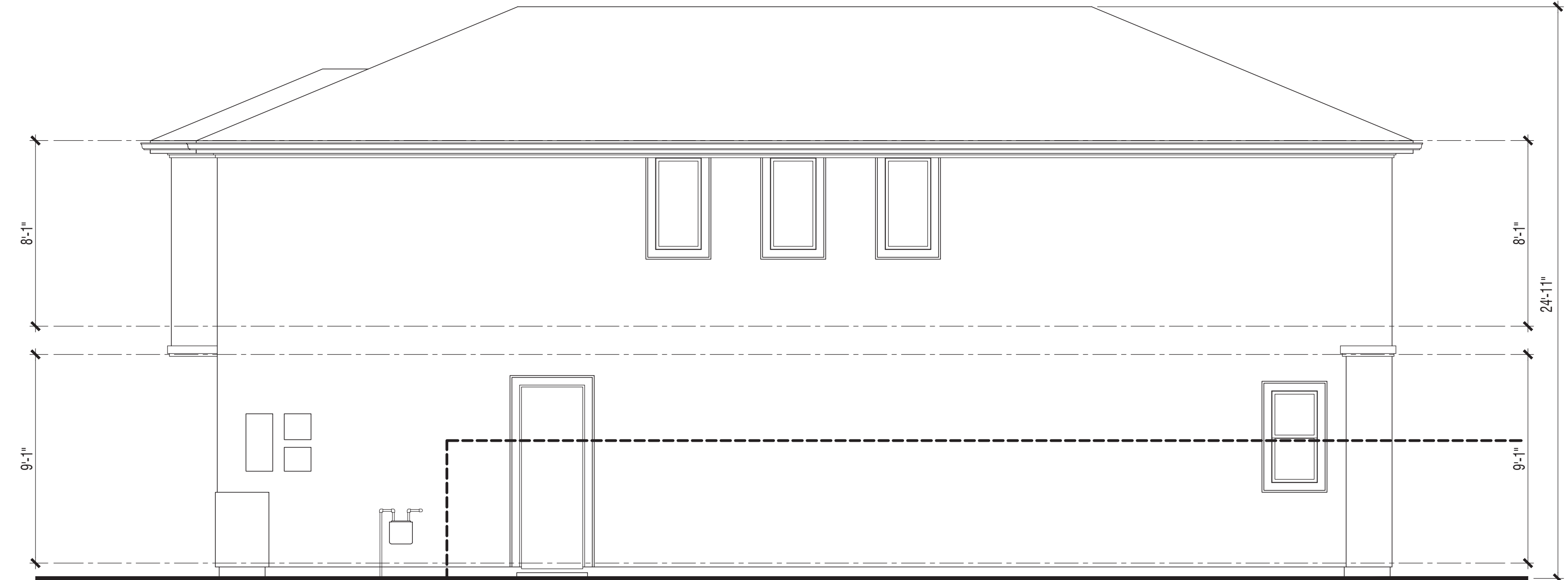


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

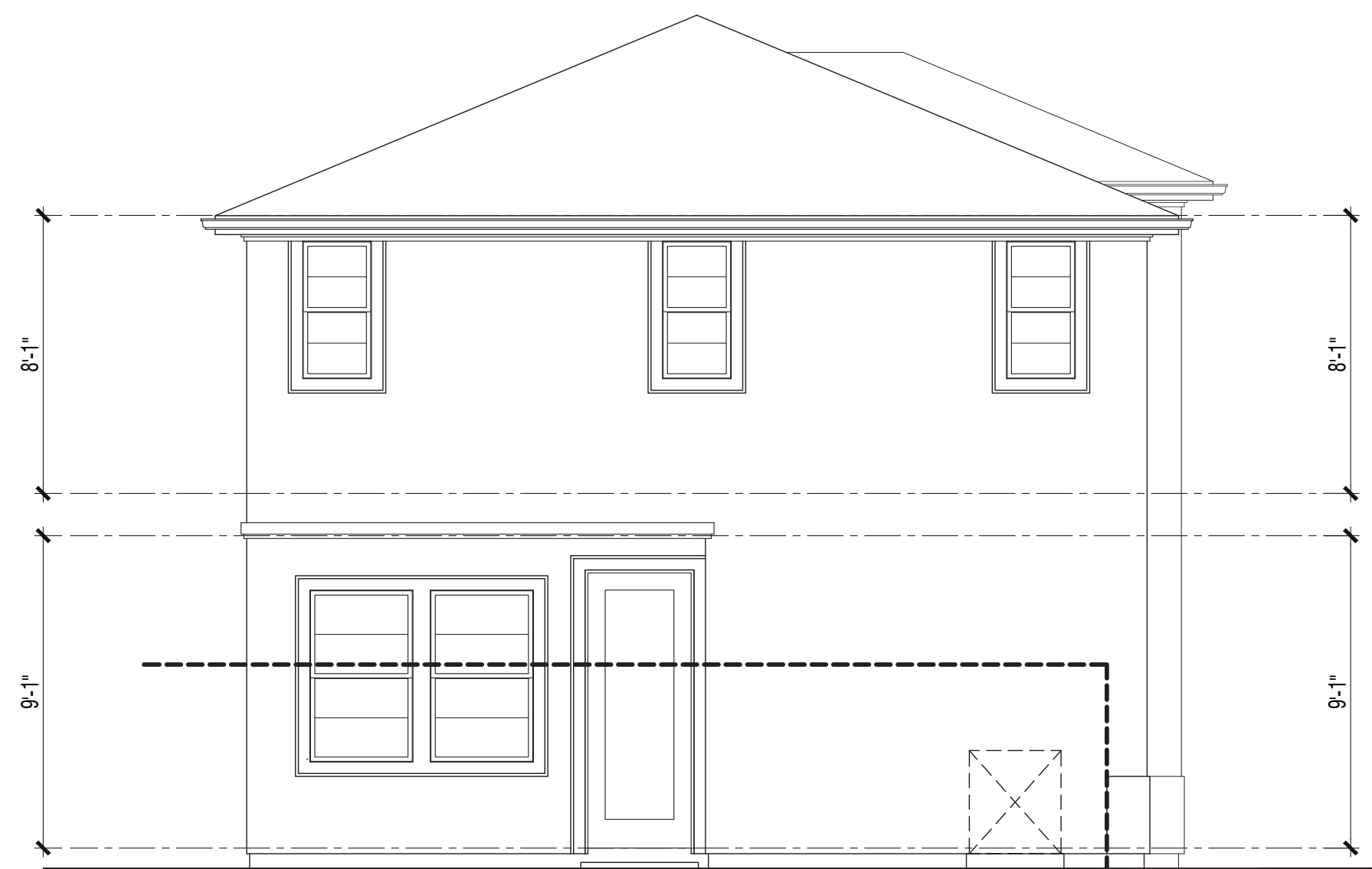
A3.4



Right Elevation



Rear Elevation



Left Elevation



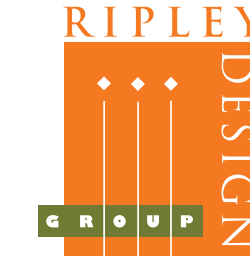
Front Elevation

PLAN 2043

Italianate Elevations

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

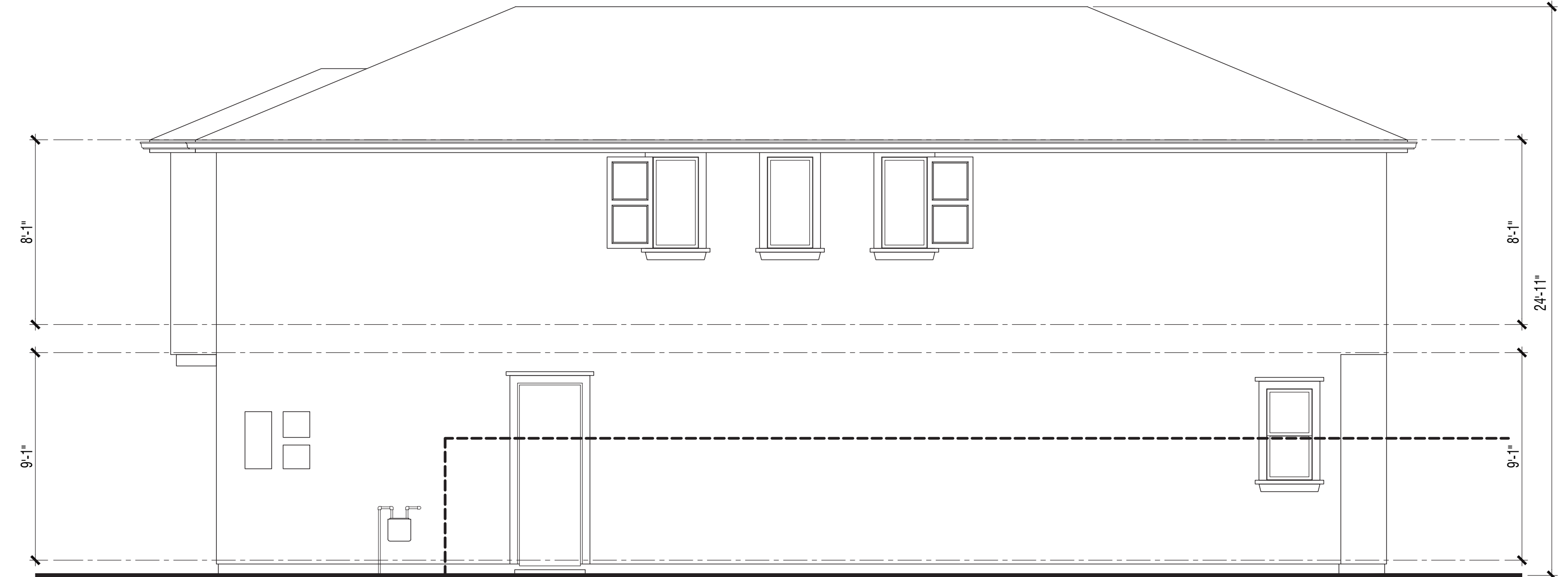


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

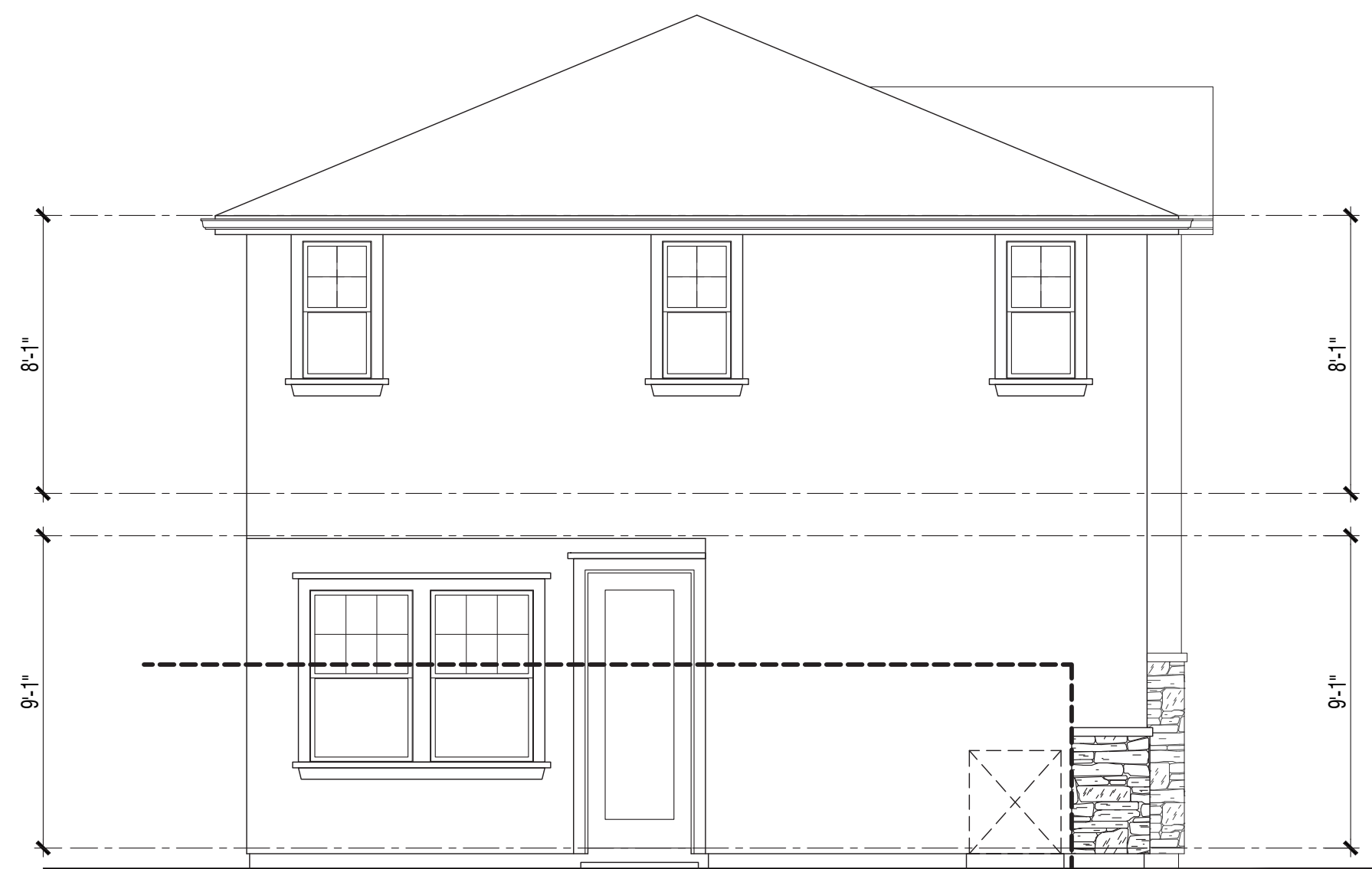
A3.5



Right Elevation



Rear Elevation



Left Elevation



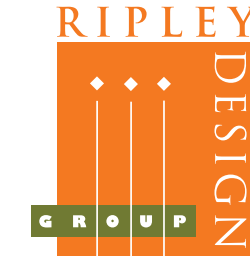
Front Elevation

PLAN 2043

Mediterranean Elevations

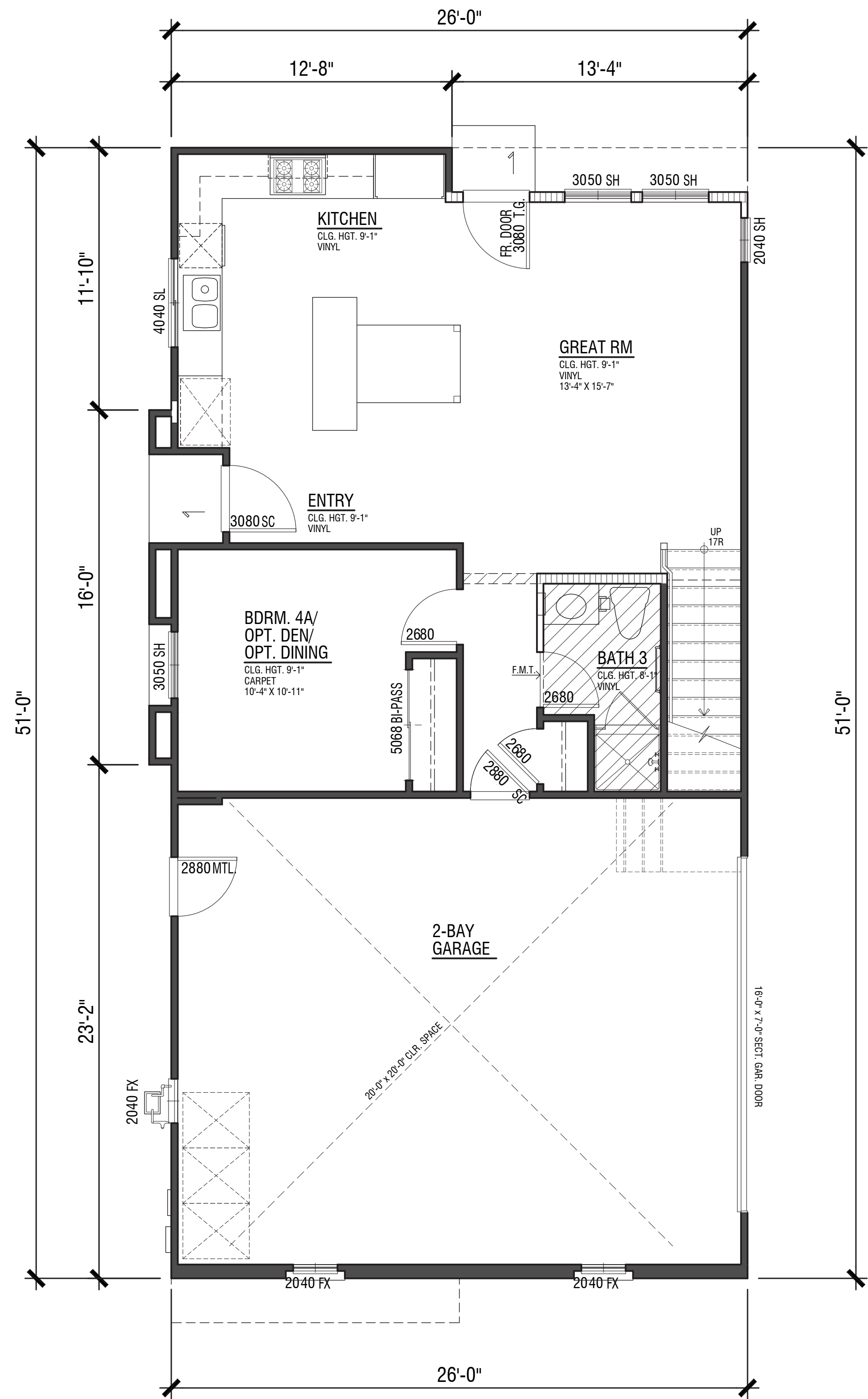
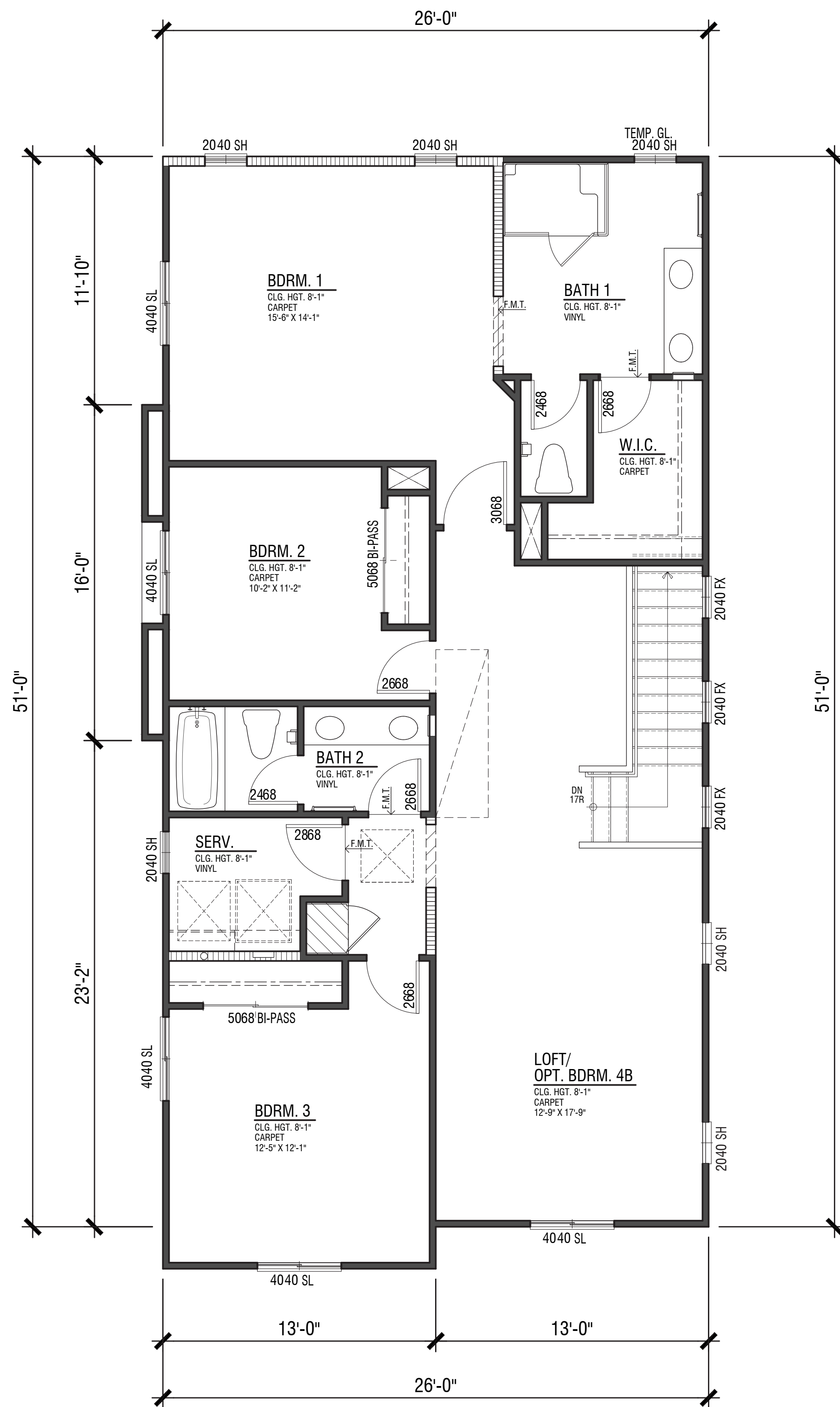
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A3.6



Rear Loaded Garage
at Lots 102-105, 123-124
See site plan

PLAN 2043 X

2,043 SF
4 Bdrm | 3 Bath | Loft
2-Car Garage

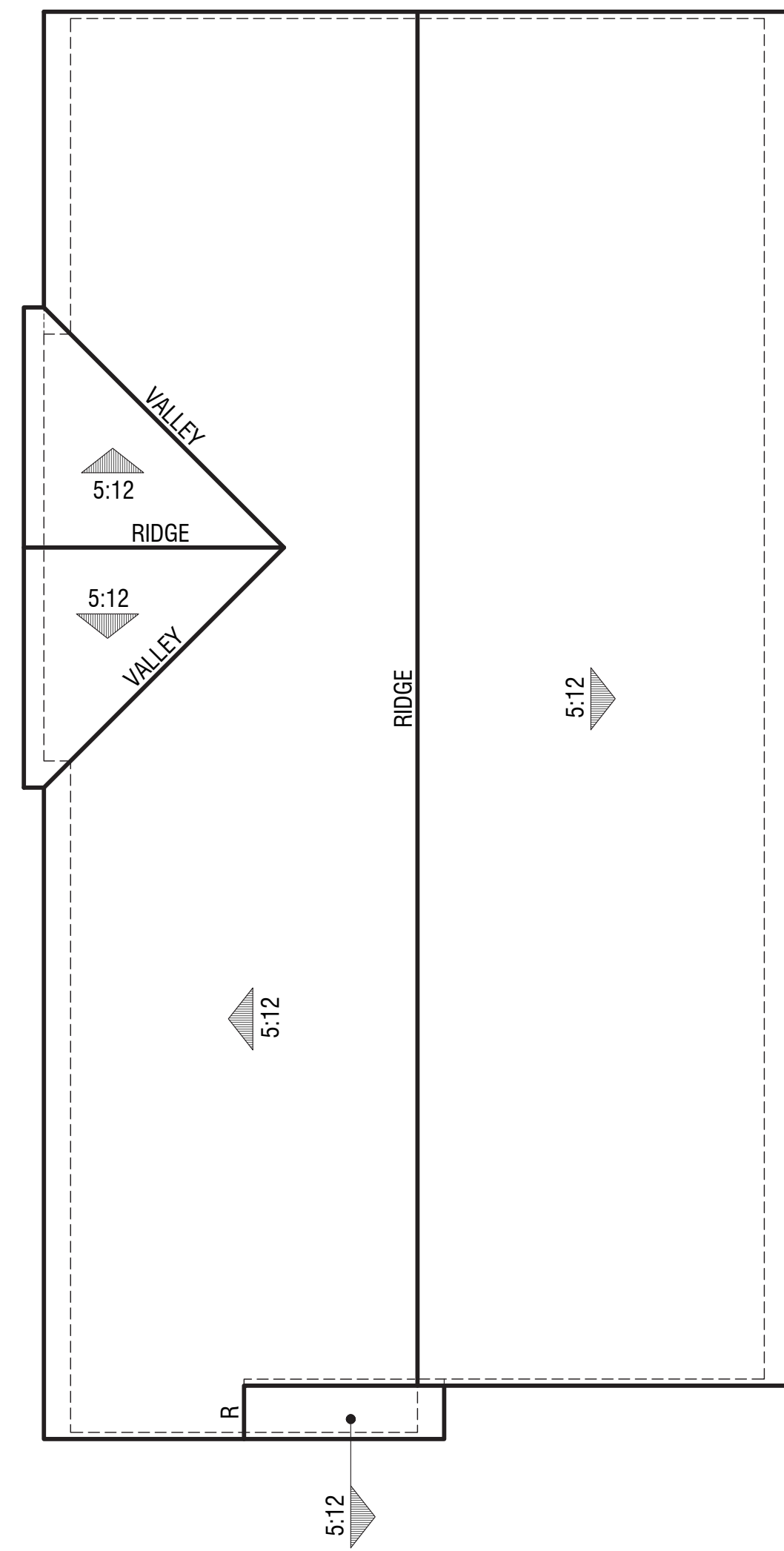
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

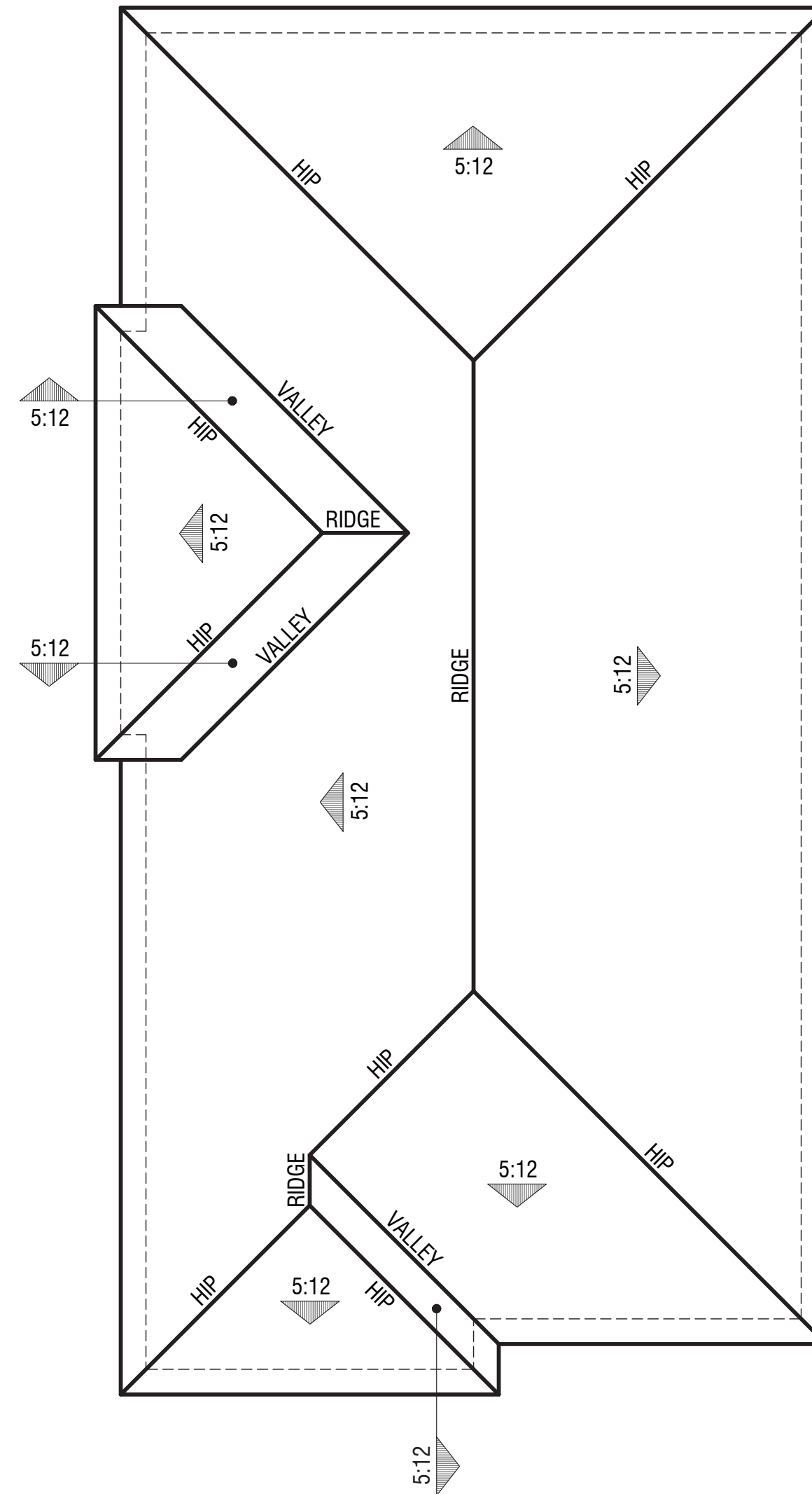


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

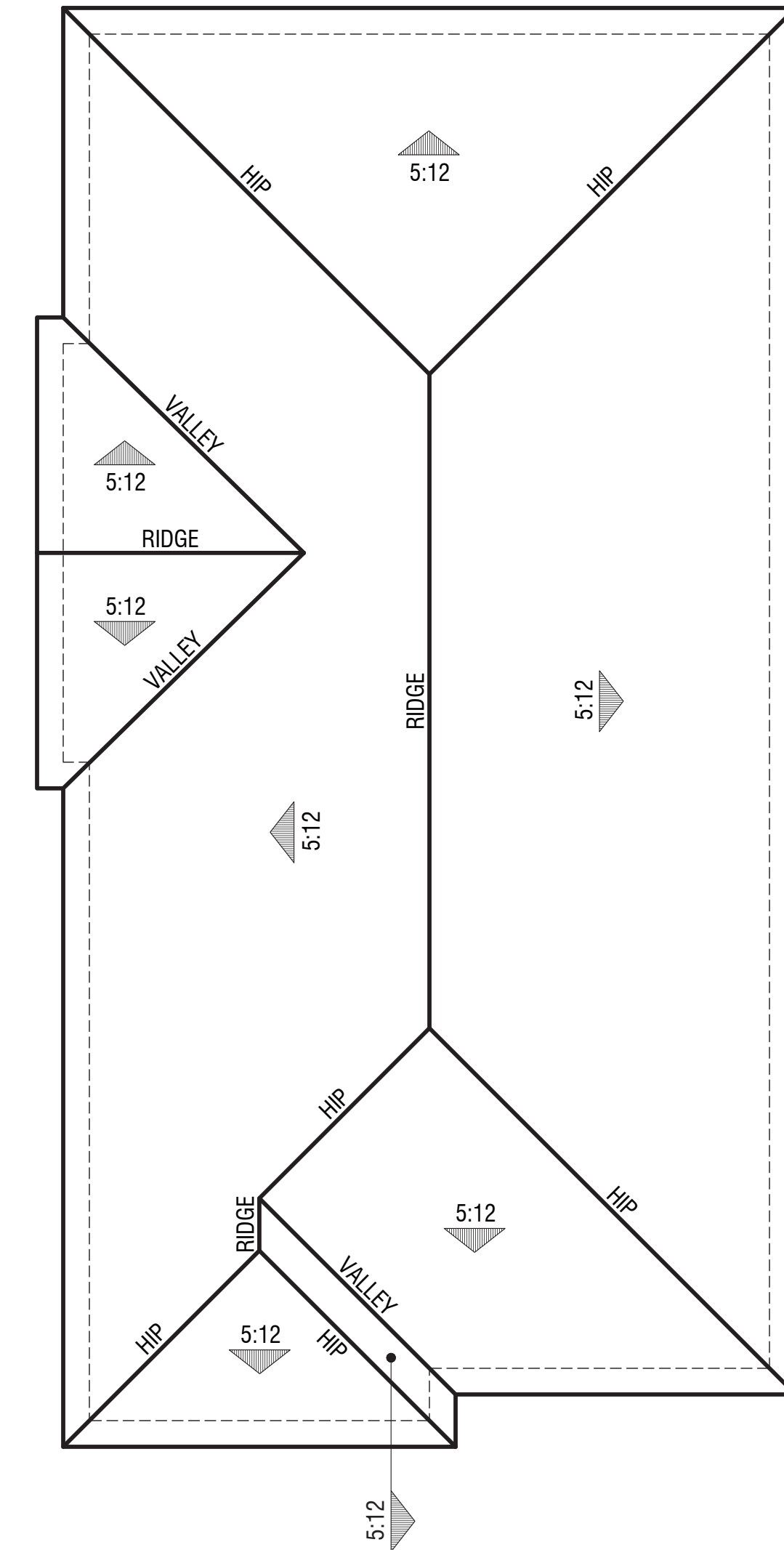
A3.7



Spanish Elevation



Italianate Elevation



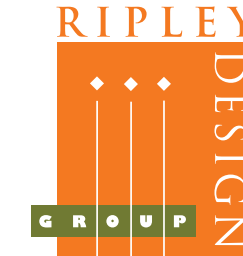
Mediterranean Elevation

PLAN 2043 X

Roof Plans

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A3.8



Spanish Elevation



Italianate Elevation



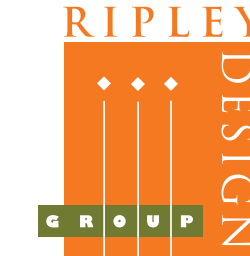
Mediterranean Elevation

PLAN 2043 X

Front Elevations

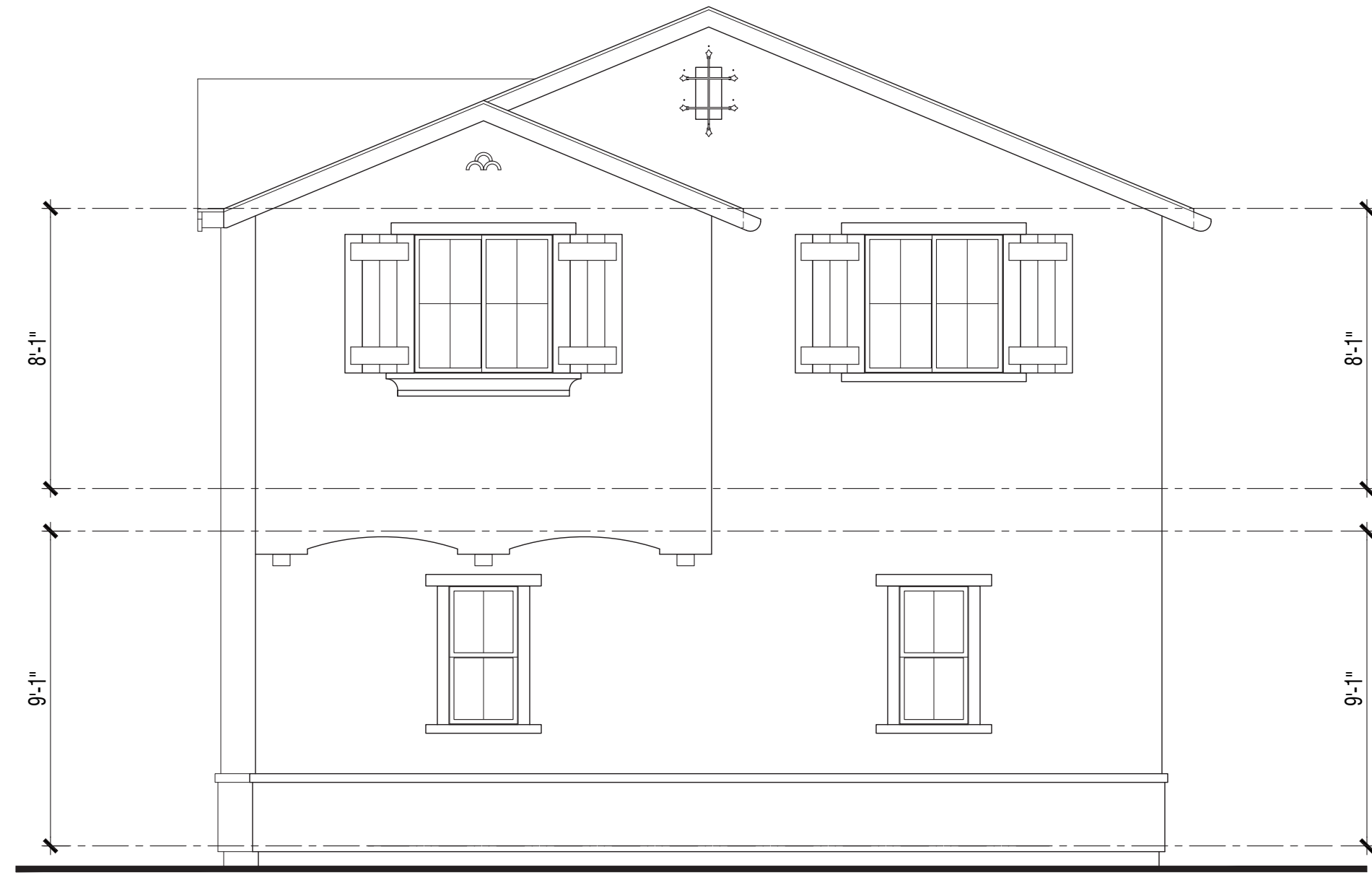
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

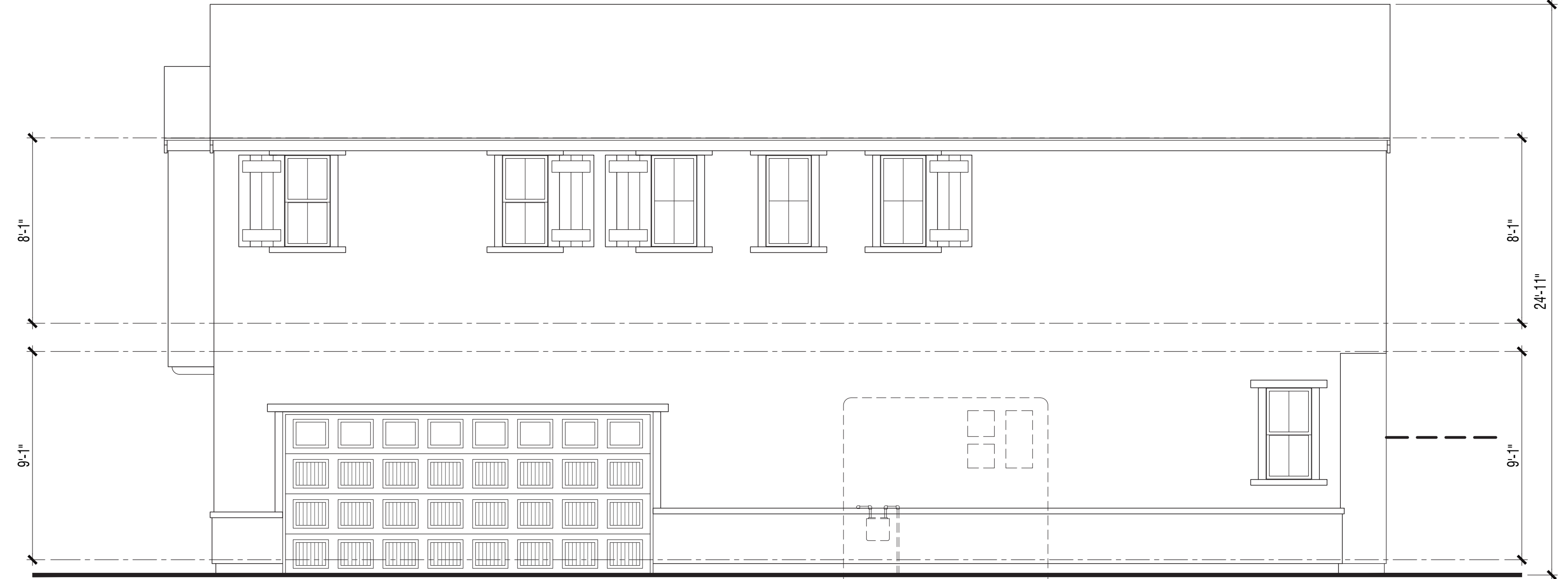


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A3.9



Right Elevation



Utilities here at lots 102, 105, 124

Rear Elevation



Left Elevation



Utilities here at lots 103, 104, 123

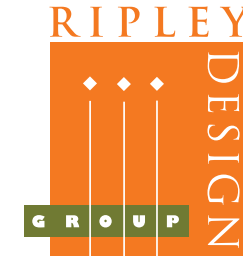
Front Elevation

PLAN 2043 X

Spanish Elevations

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

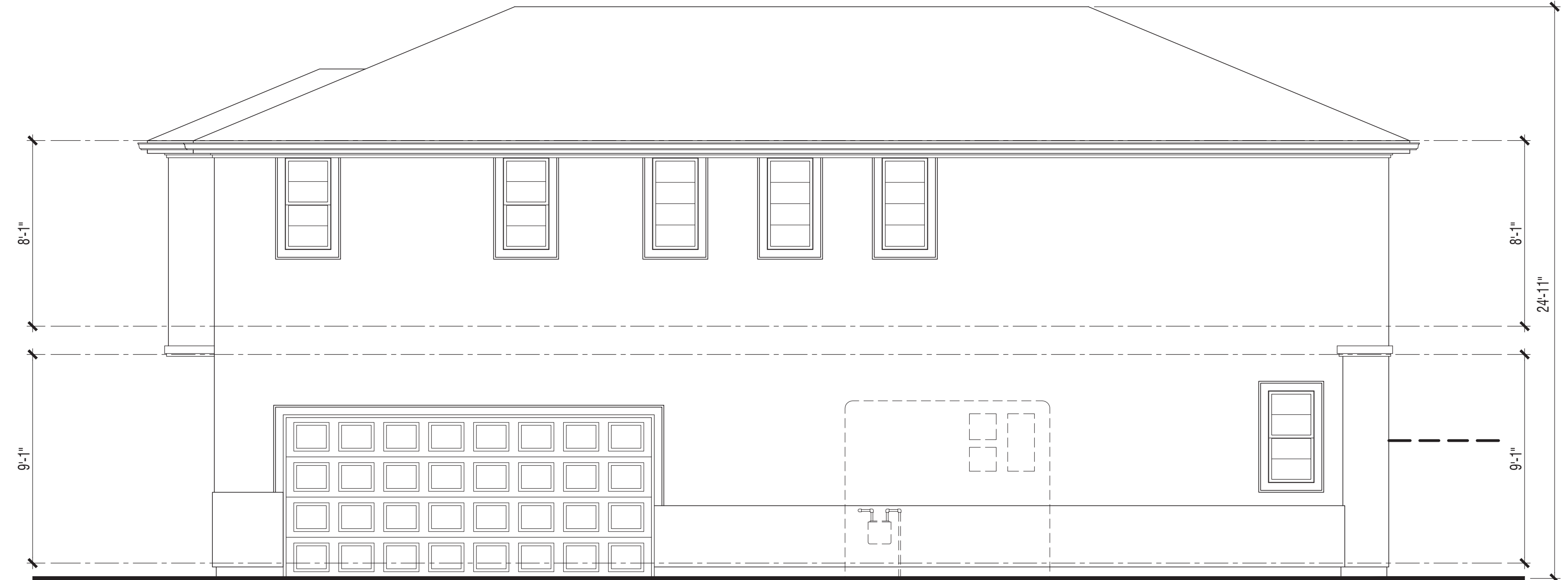


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A3.10



Right Elevation



Rear Elevation



Left Elevation



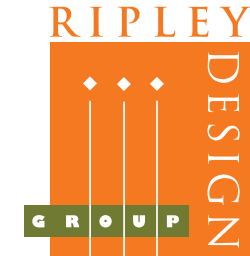
Front Elevation

PLAN 2043 X

Italianate Elevations

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

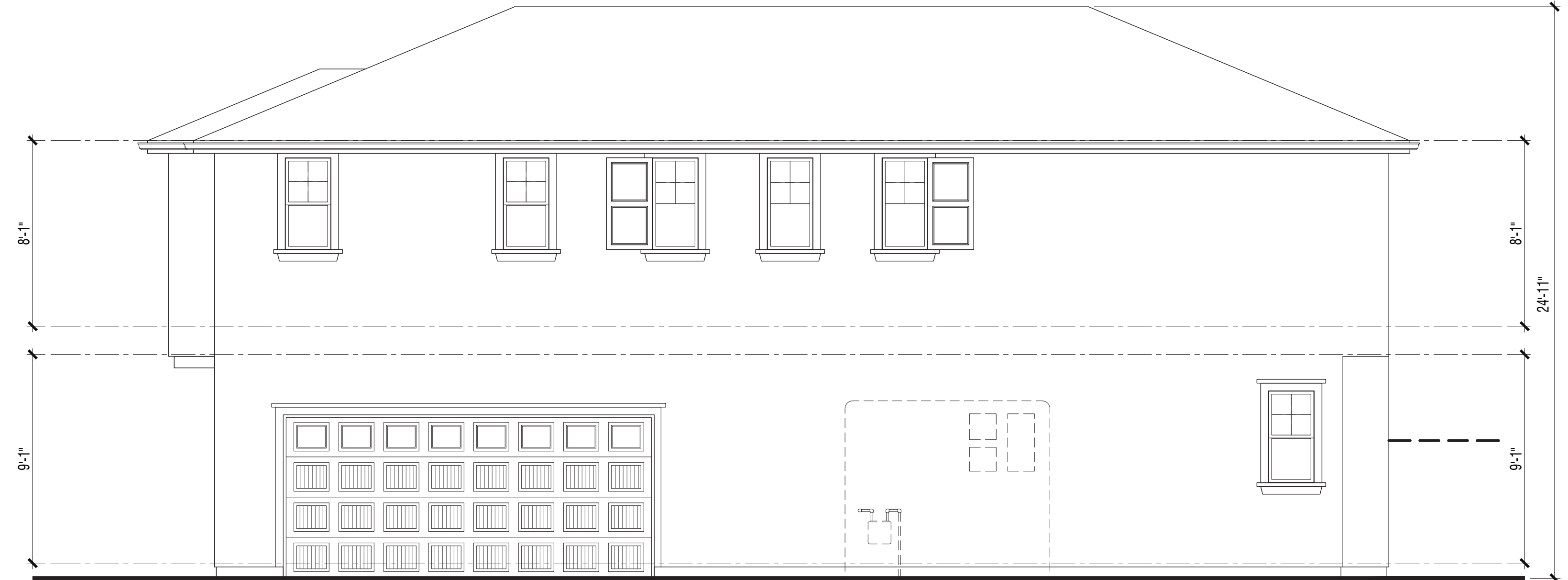


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A3.11

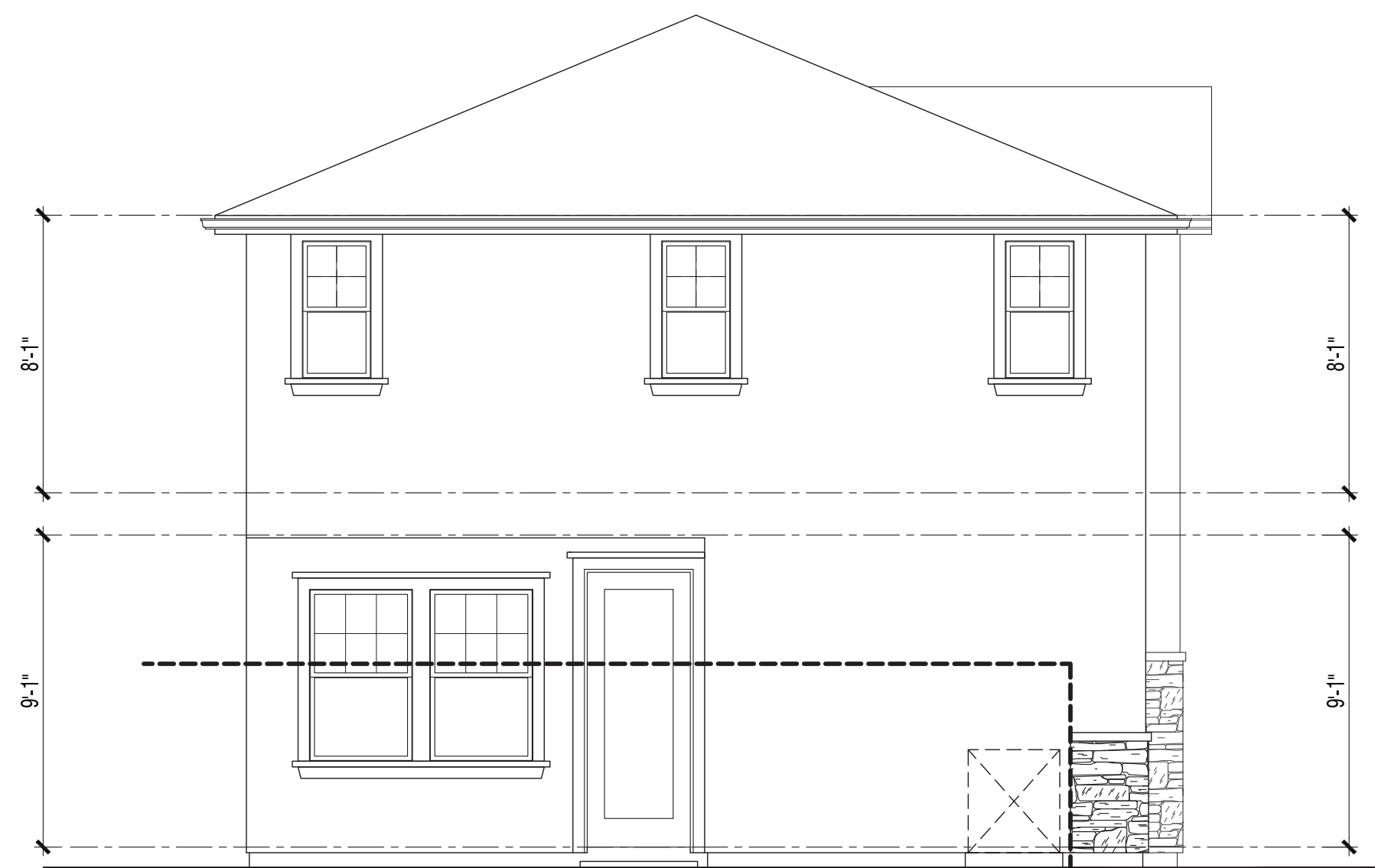


Right Elevation



Utilities here at lots 102, 105, 124

Rear Elevation



Left Elevation



Utilities here at lots 103, 104, 123

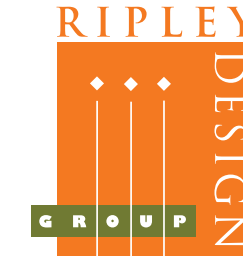
Front Elevation

PLAN 2043 X

Mediterranean Elevations

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

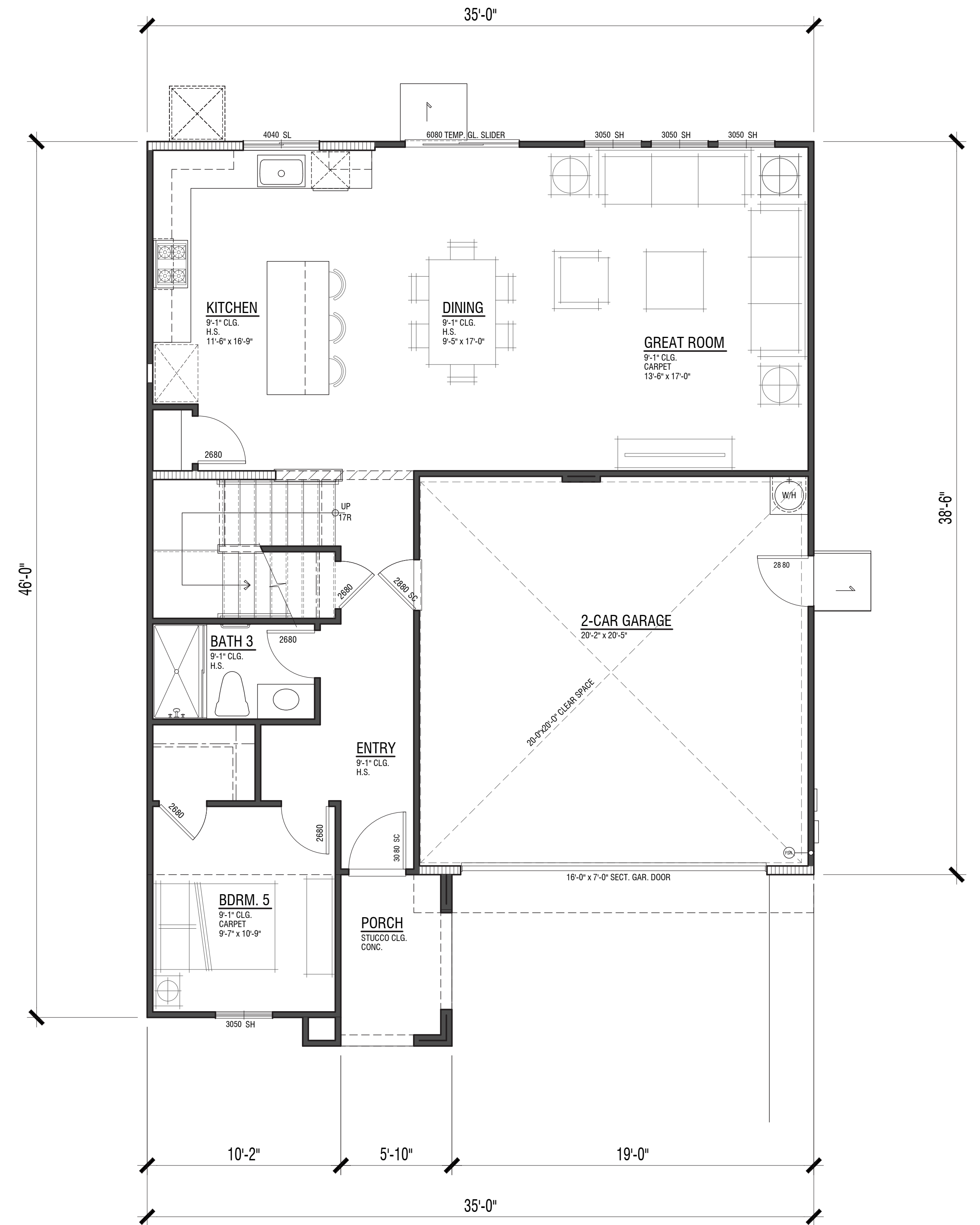
A3.12



Upper Floor 1,320 SF

PLAN 2311

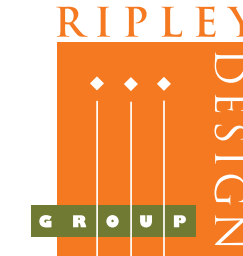
2,311 SF
5 Bdrm | 3 Bath | Loft
2-Car Garage



Lower Floor 991 SF

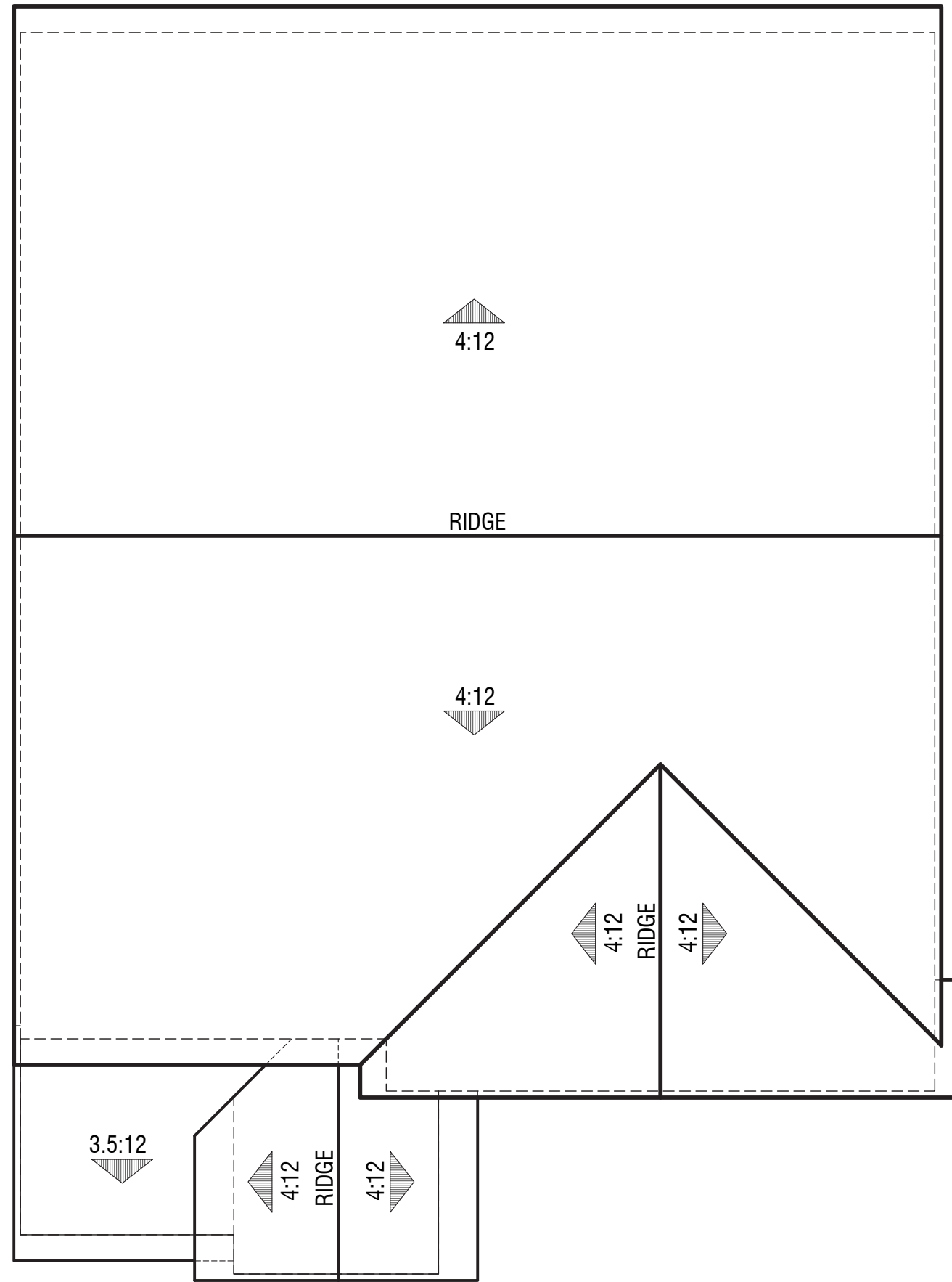
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

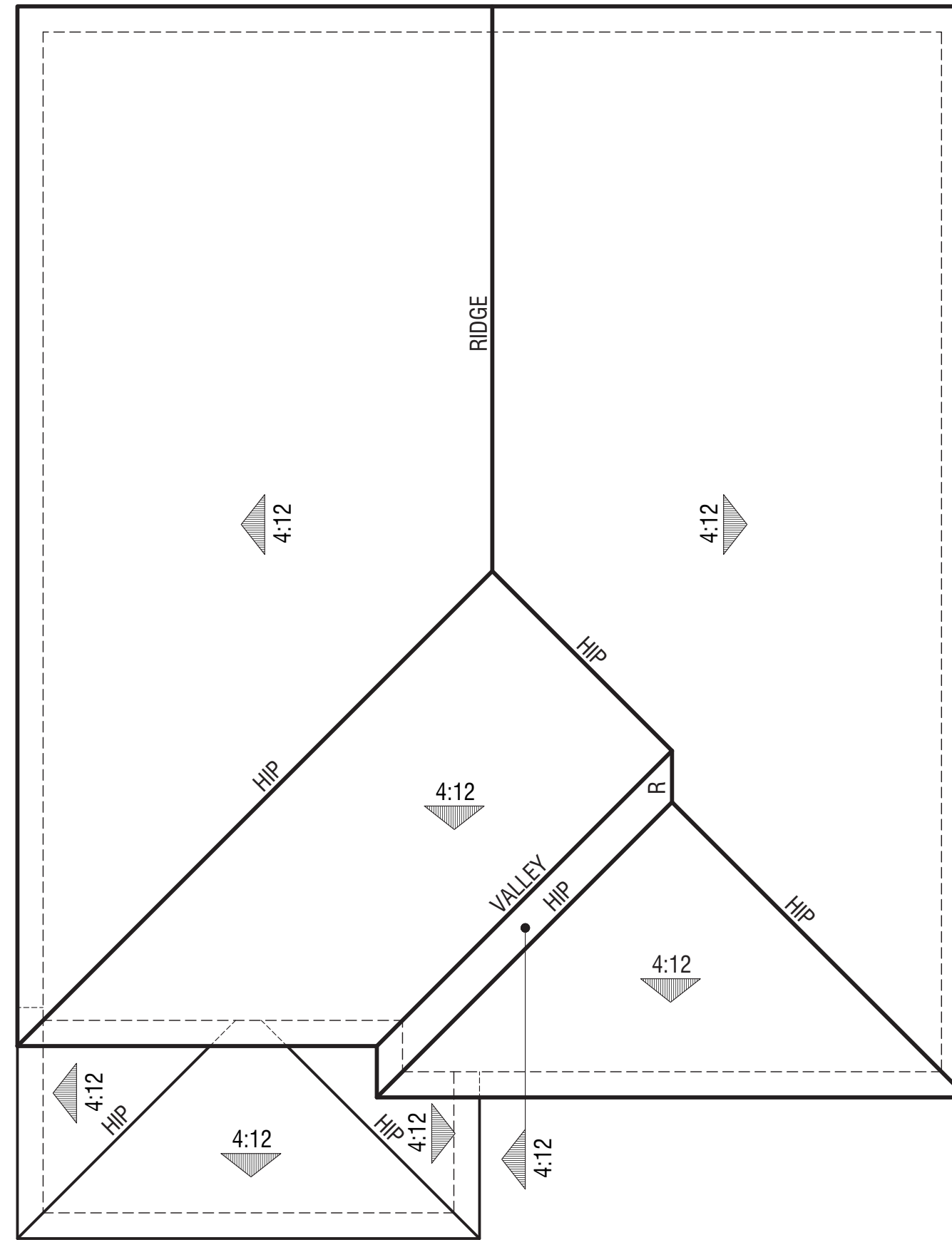


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

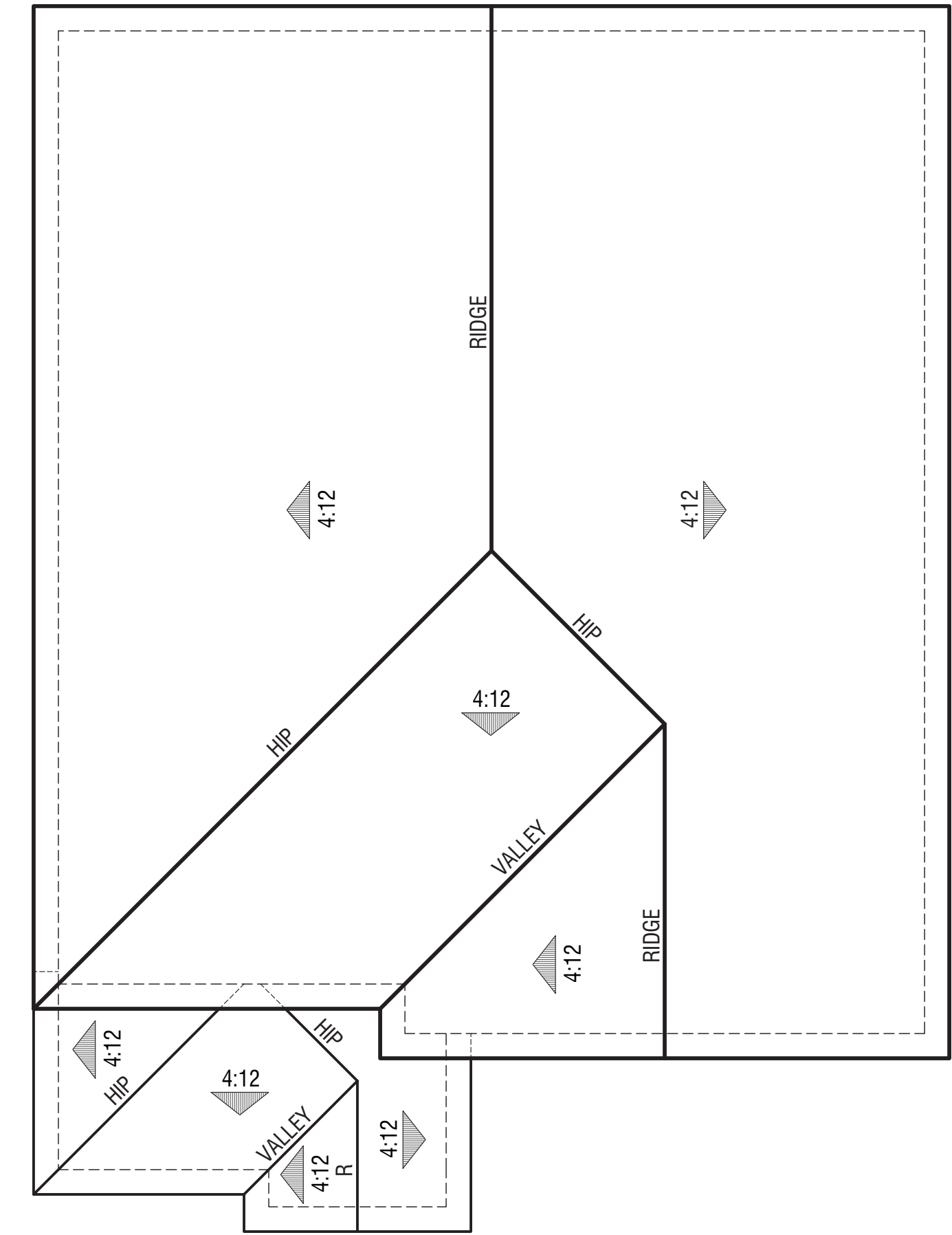
A4.1



Spanish Elevation



Italianate Elevation



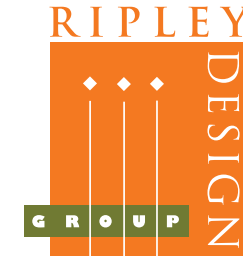
Mediterranean Elevation

PLAN 2311

Roof Plans

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

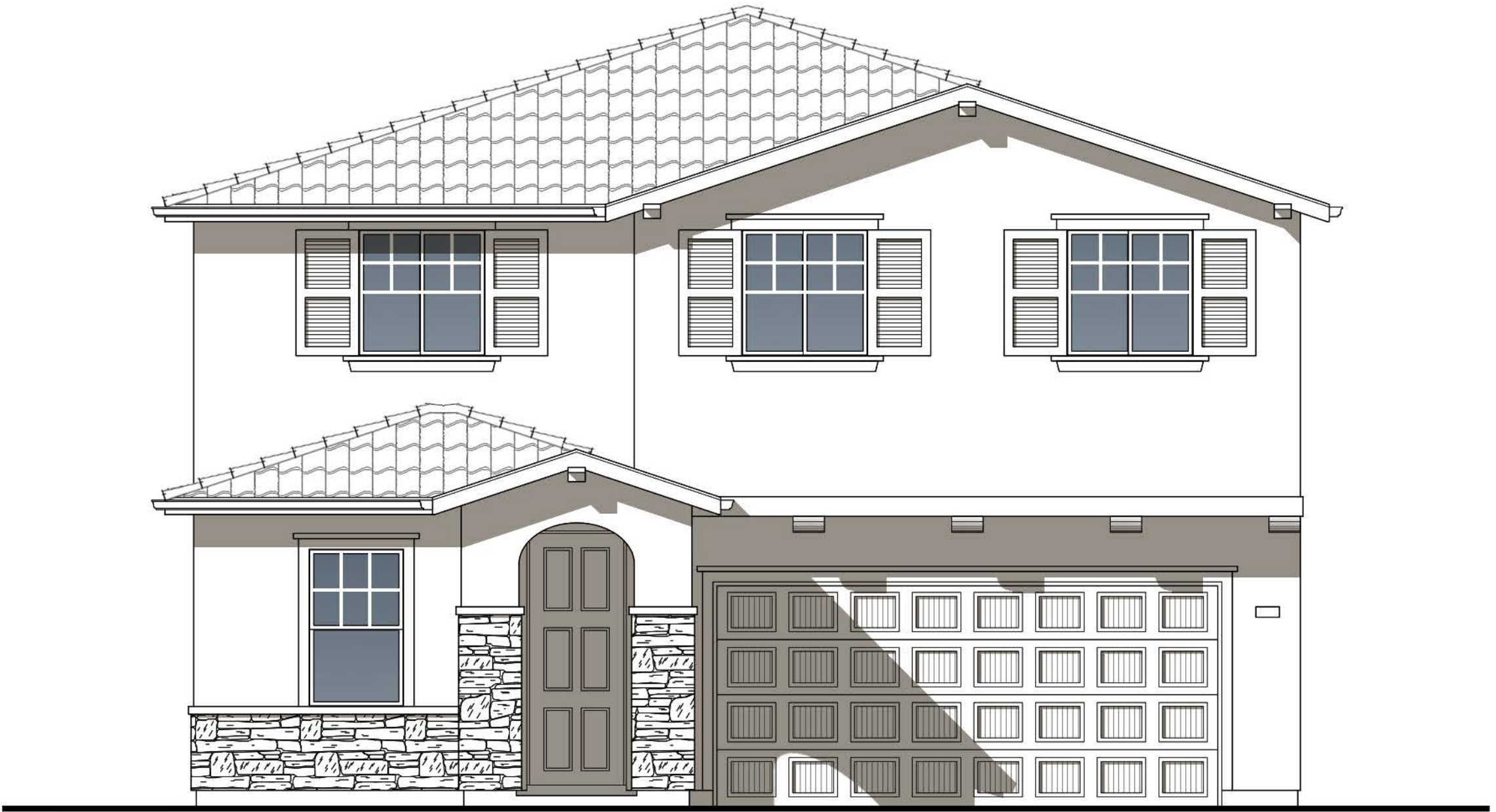
A4.2



Spanish Elevation



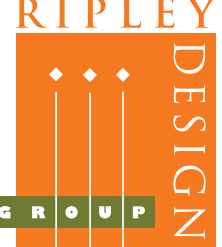
Italianate Elevation



Mediterranean Elevation

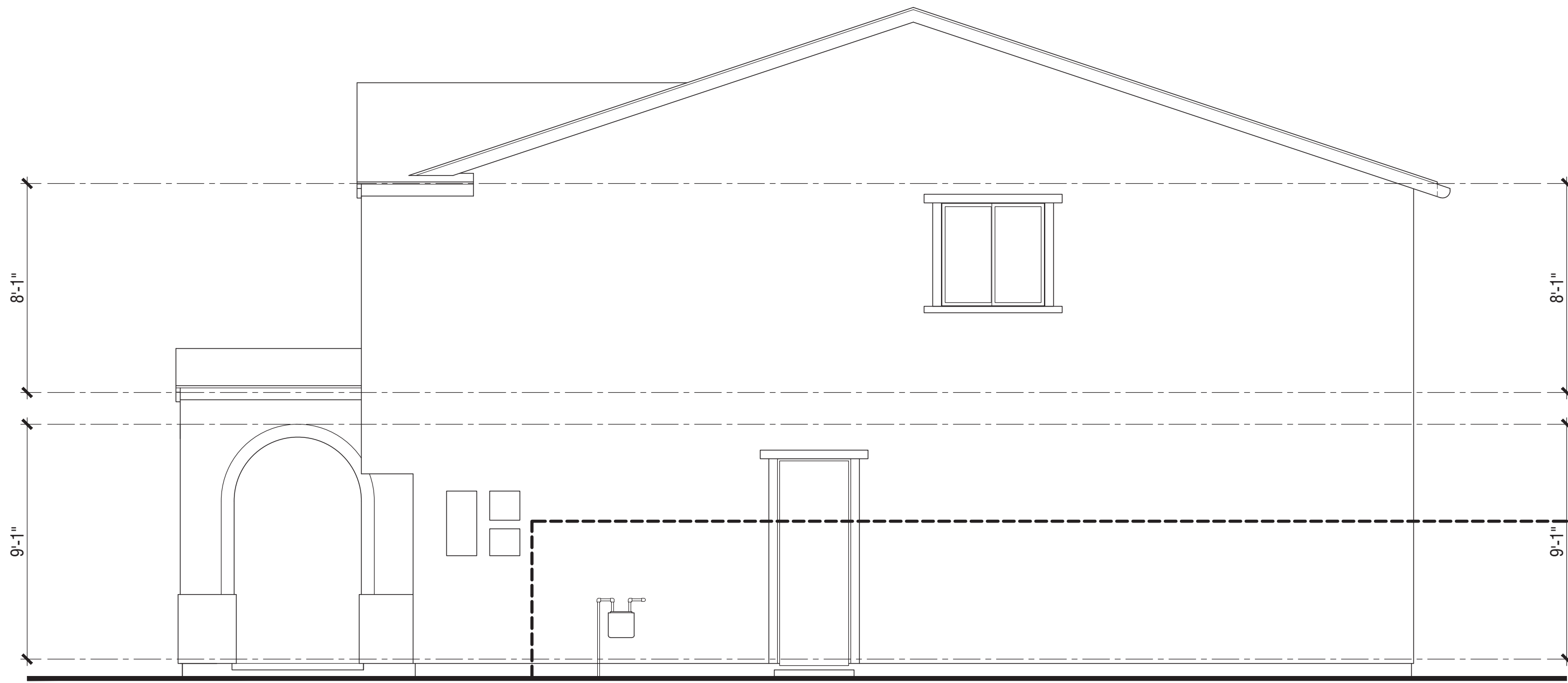
PLAN 2311
Front Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC

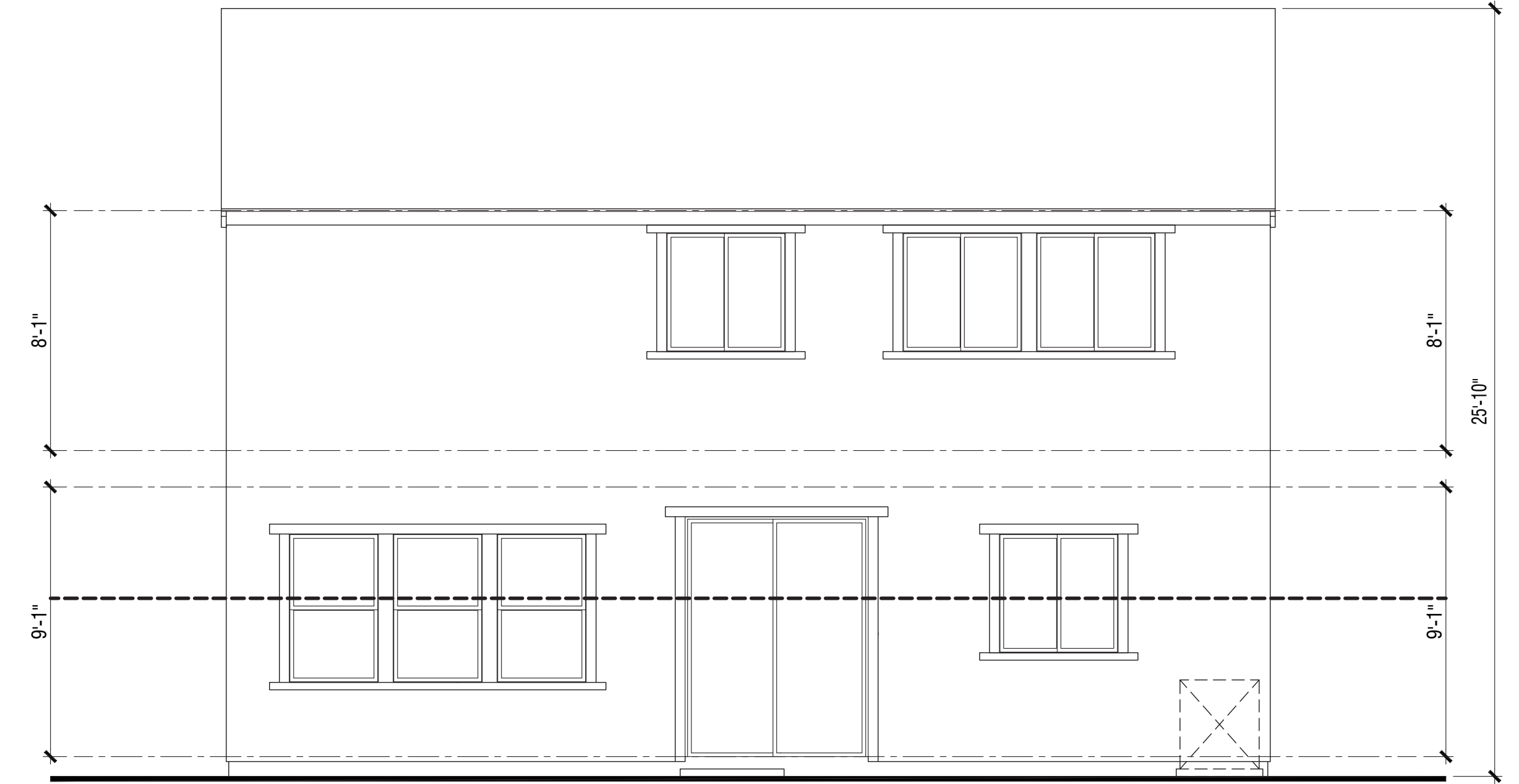


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

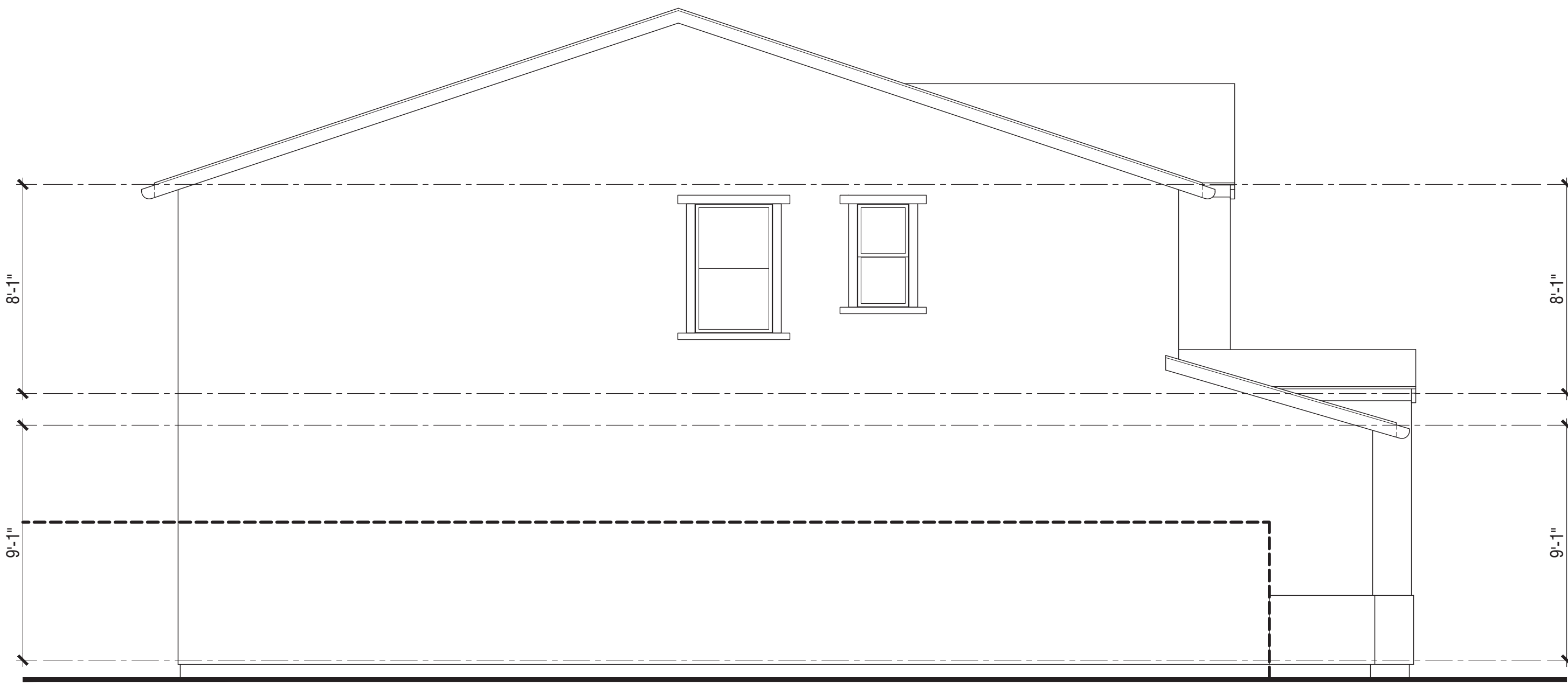
A4.3



Right Elevation



Rear Elevation



Left Elevation



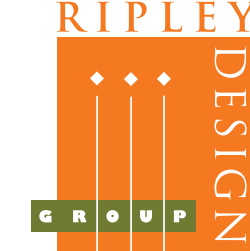
Front Elevation

PLAN 2311

Spanish Elevations

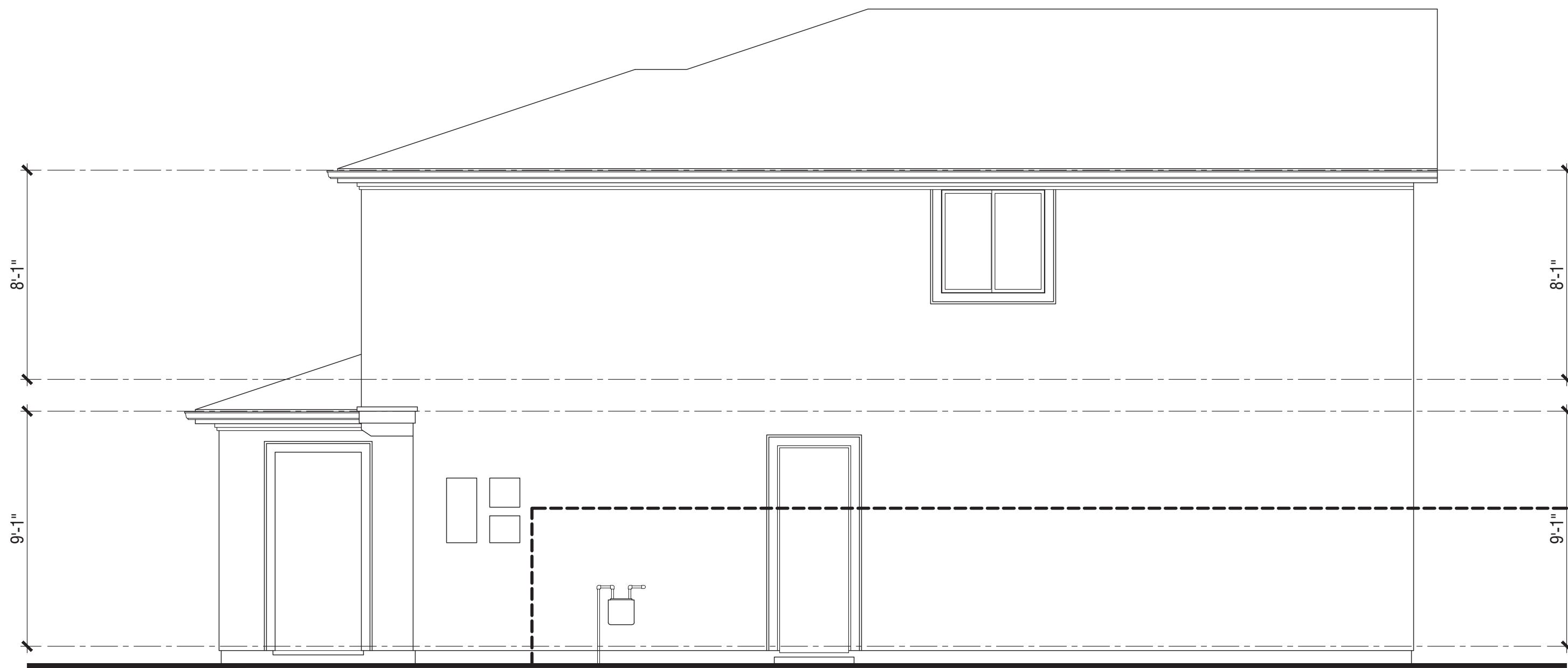
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

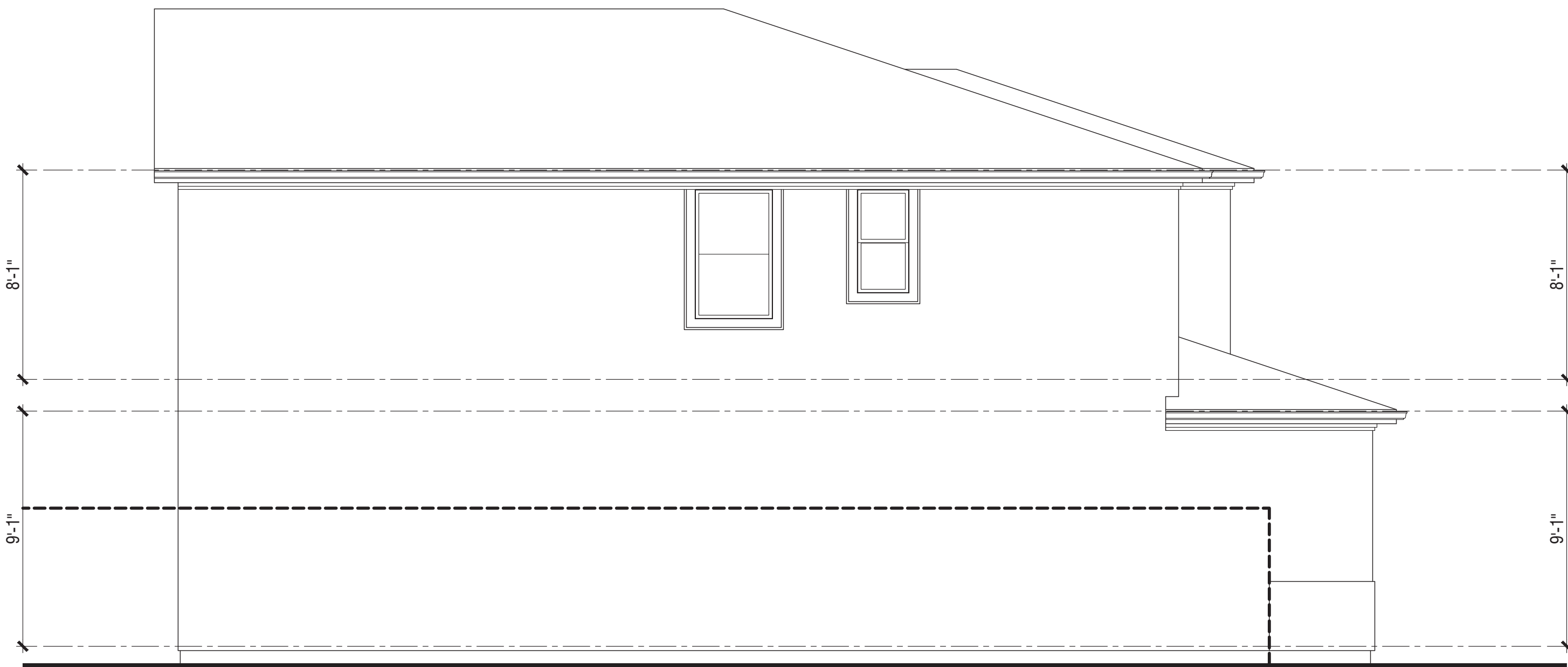
A4.4



Right Elevation



Rear Elevation



Left Elevation

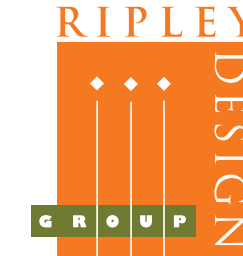


Front Elevation

PLAN 2311

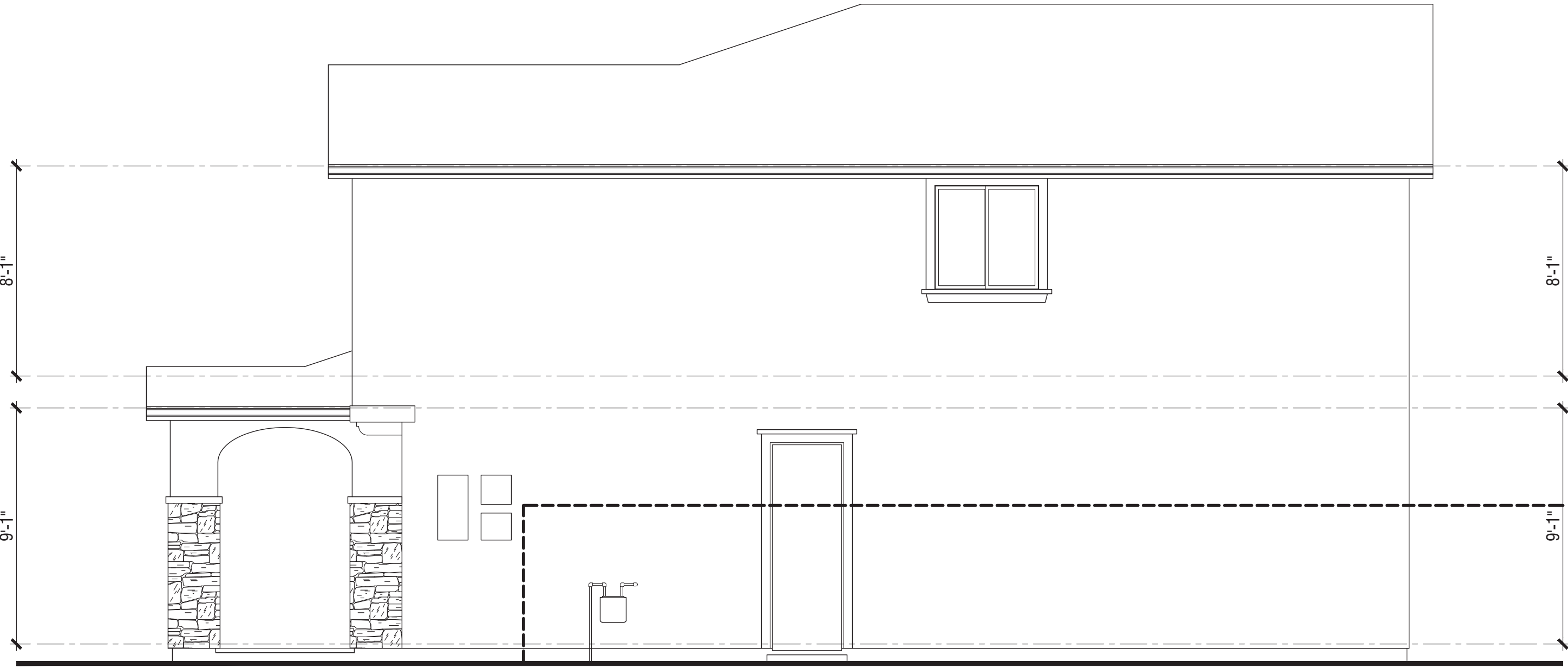
Italianate Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

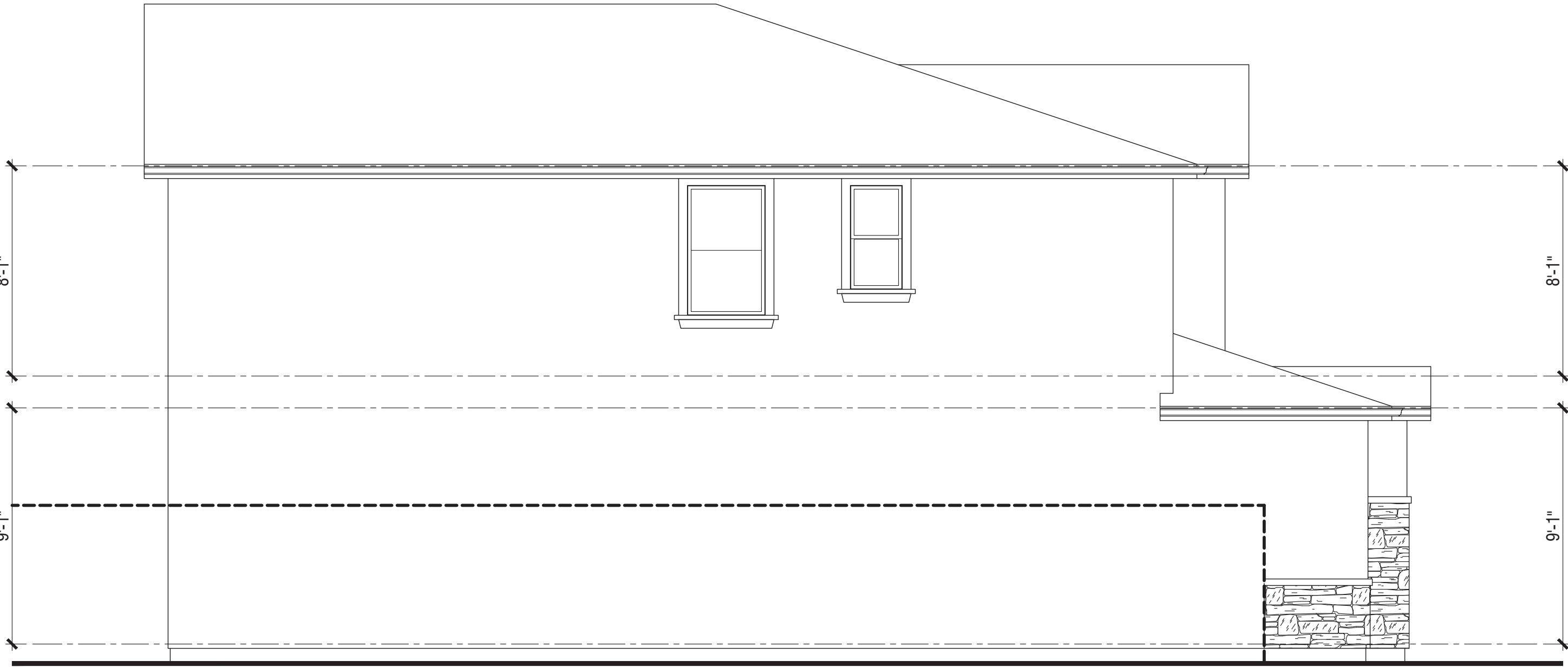
A4.5



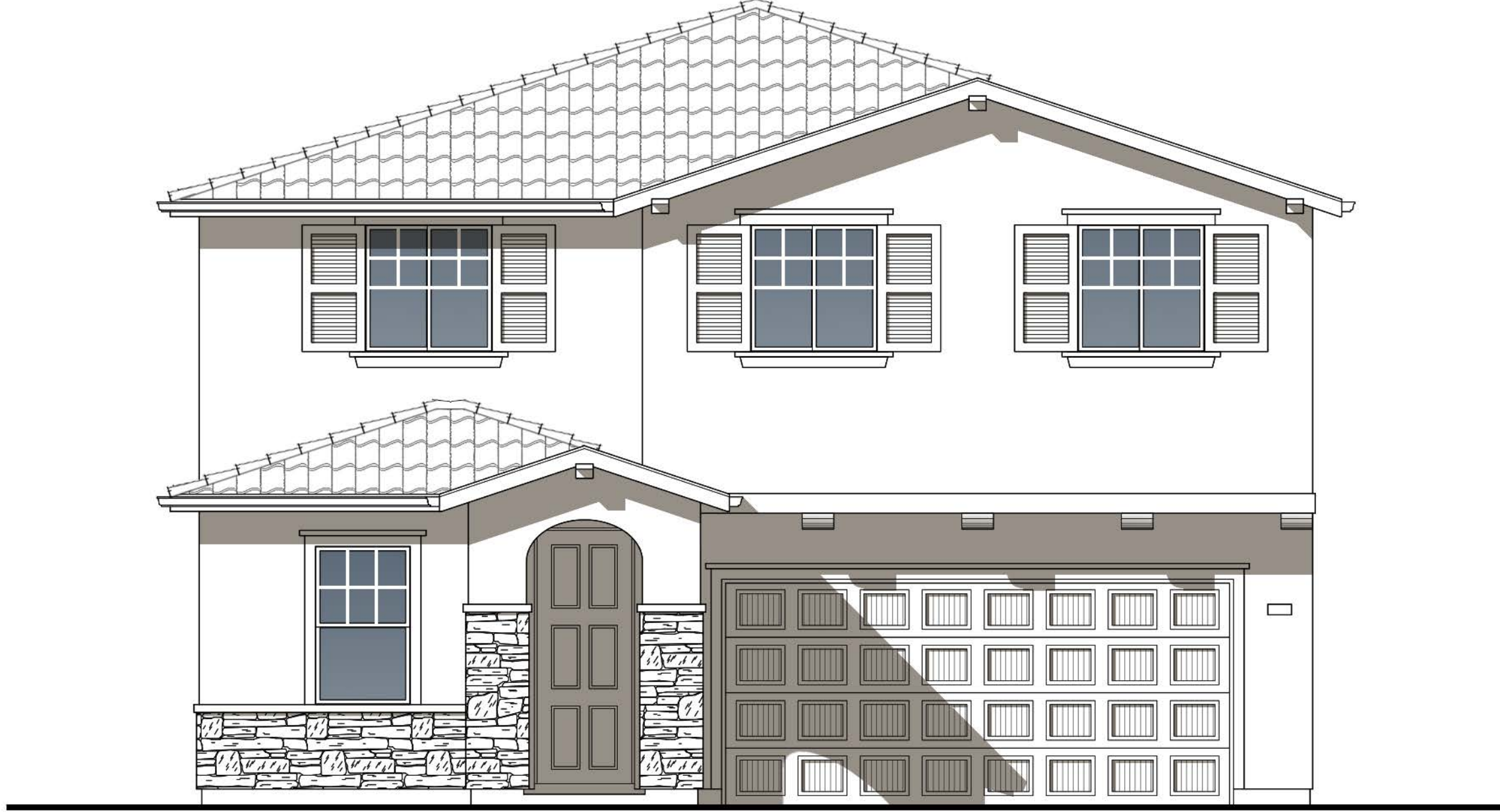
Right Elevation



Rear Elevation



Left Elevation



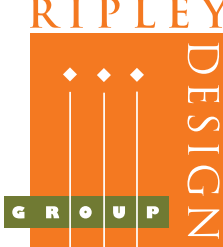
Front Elevation

PLAN 2311

Mediterranean Elevations

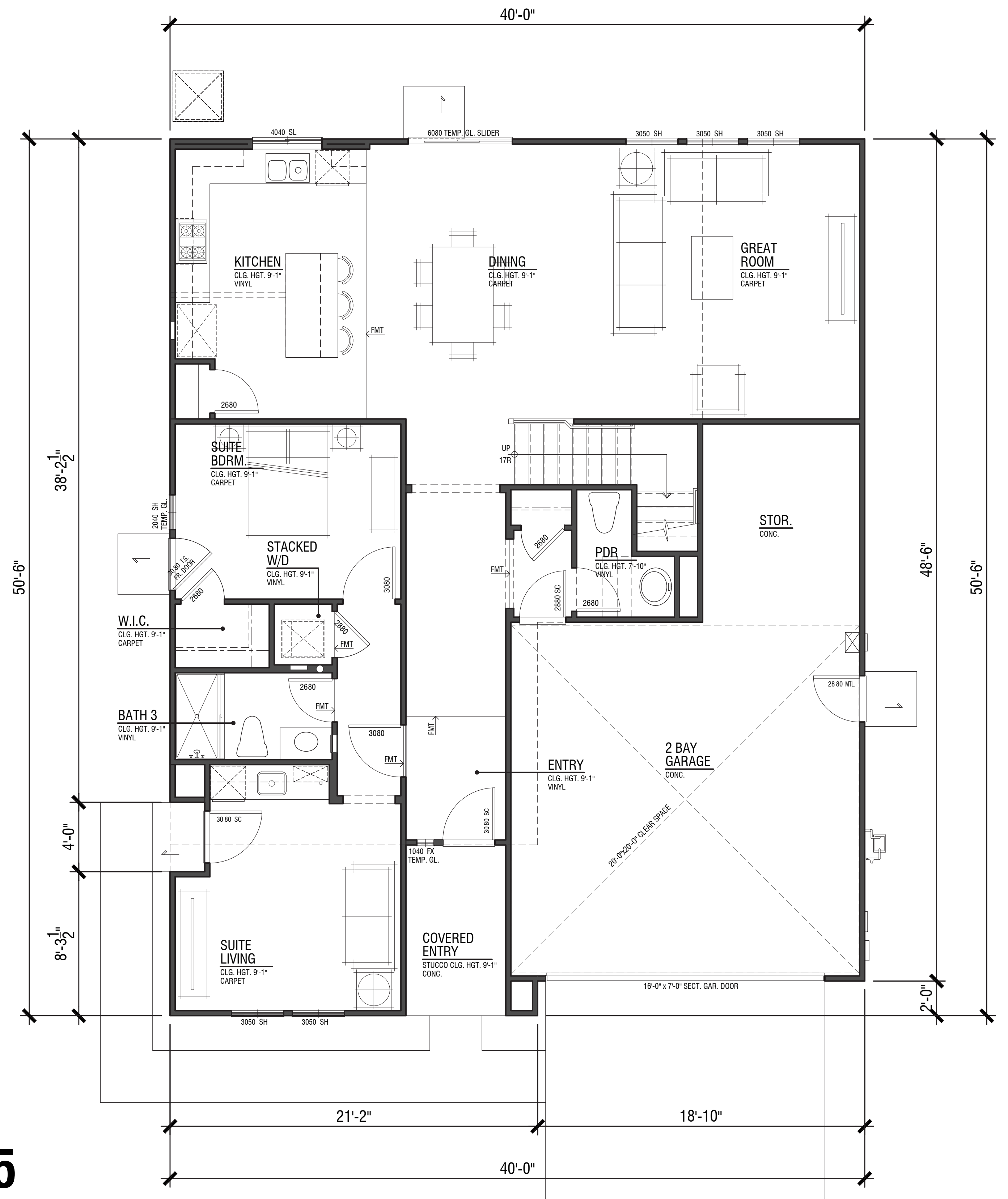
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A4.6

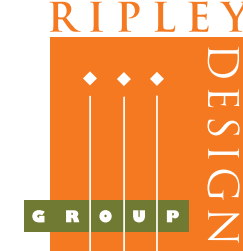


PLAN 2435

2,435 SF
4 Bdrm | 3.5 Bath | Loft
2-Car Garage

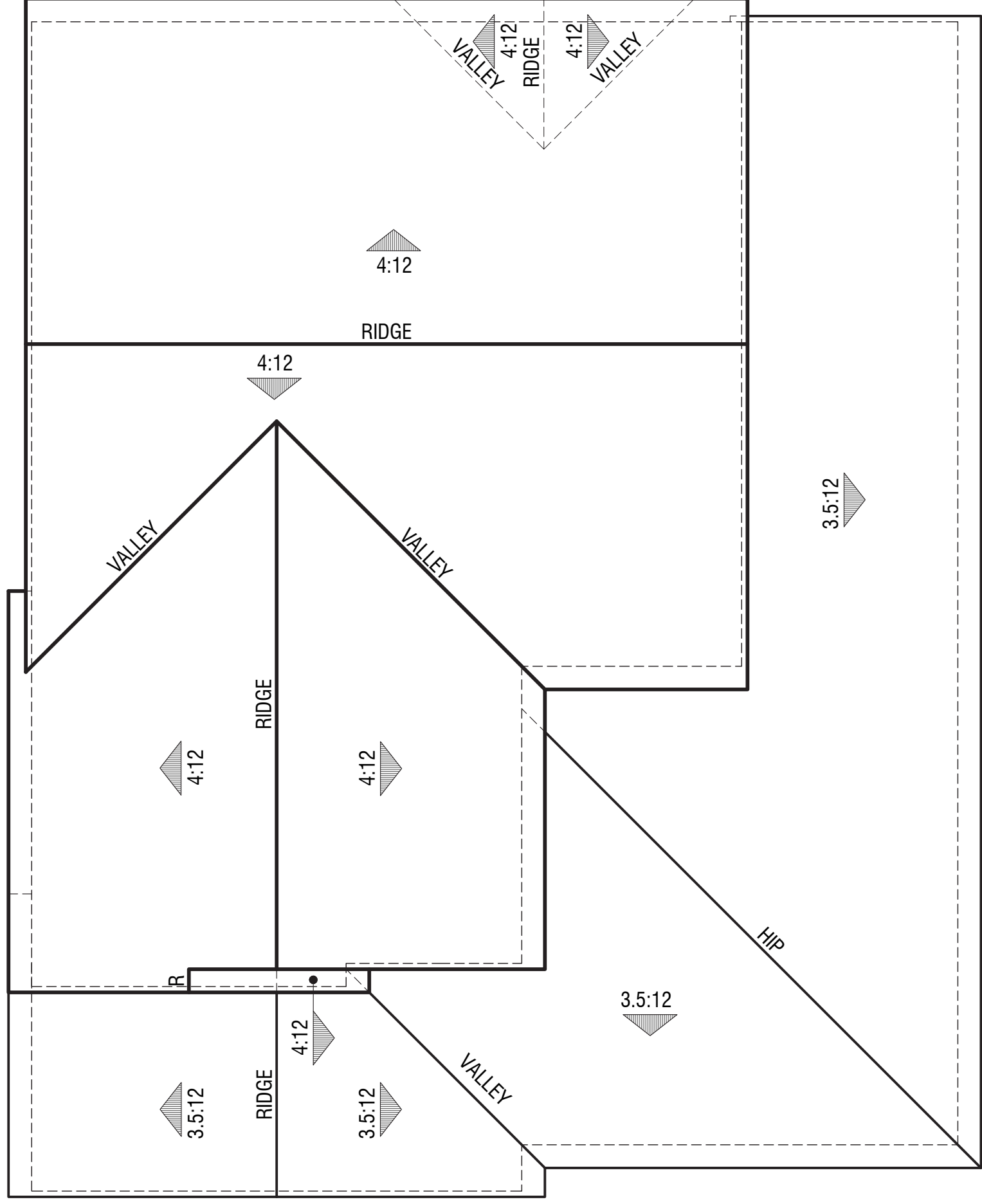
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

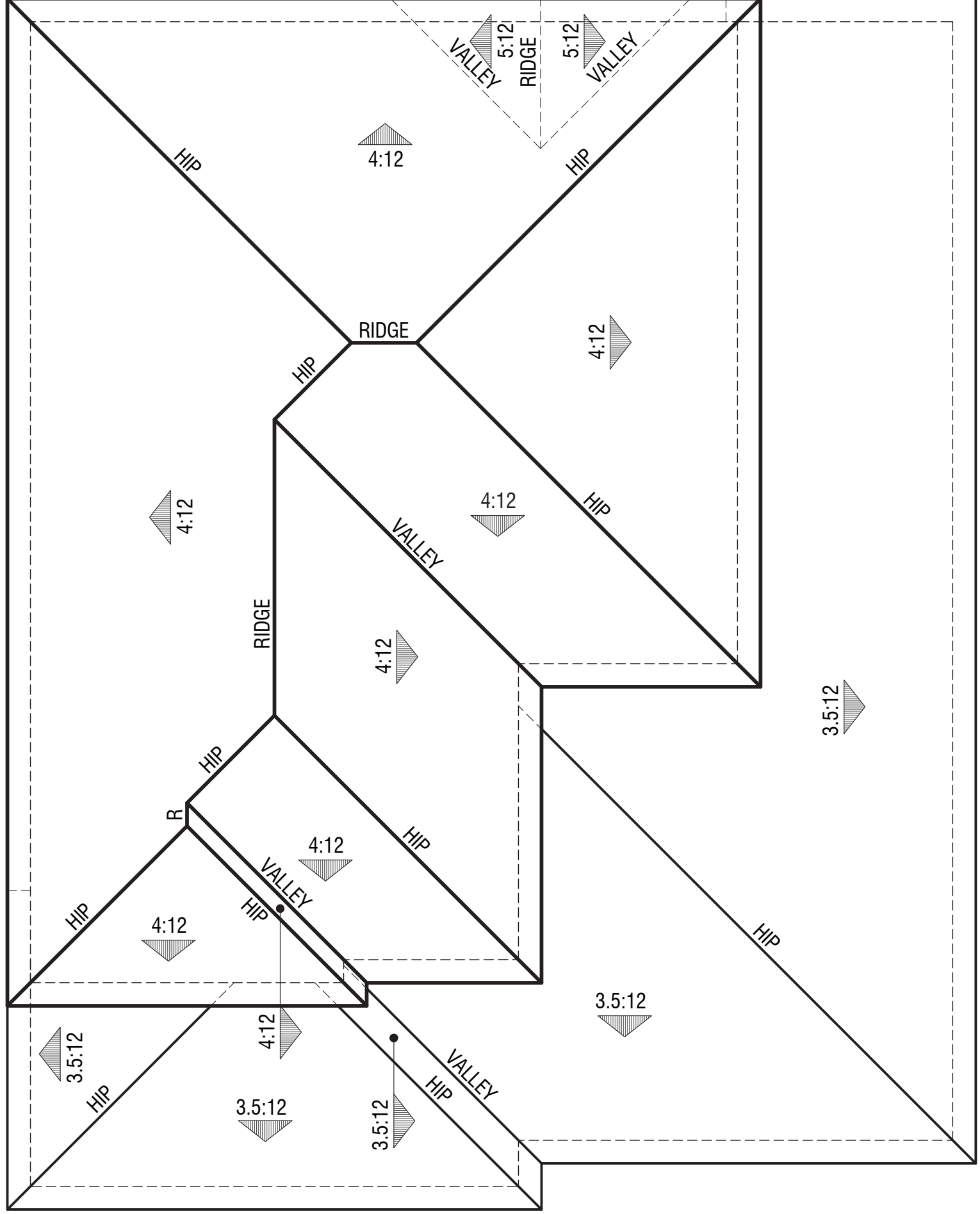


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

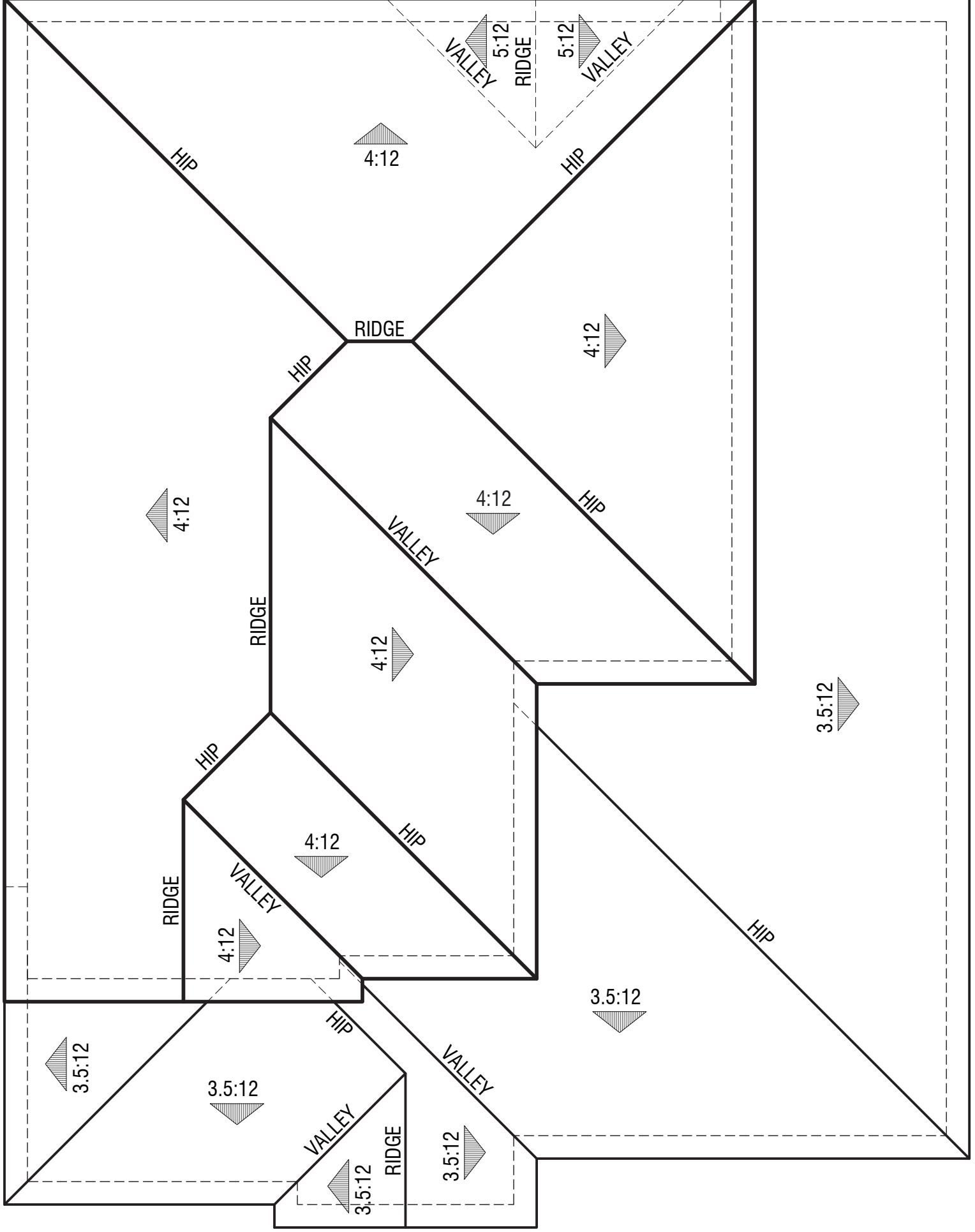
A5.1



Spanish Elevation



Italianate Elevation

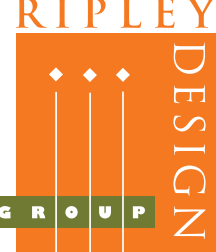


Mediterranean Elevation

PLAN 2435
Roof Plans

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

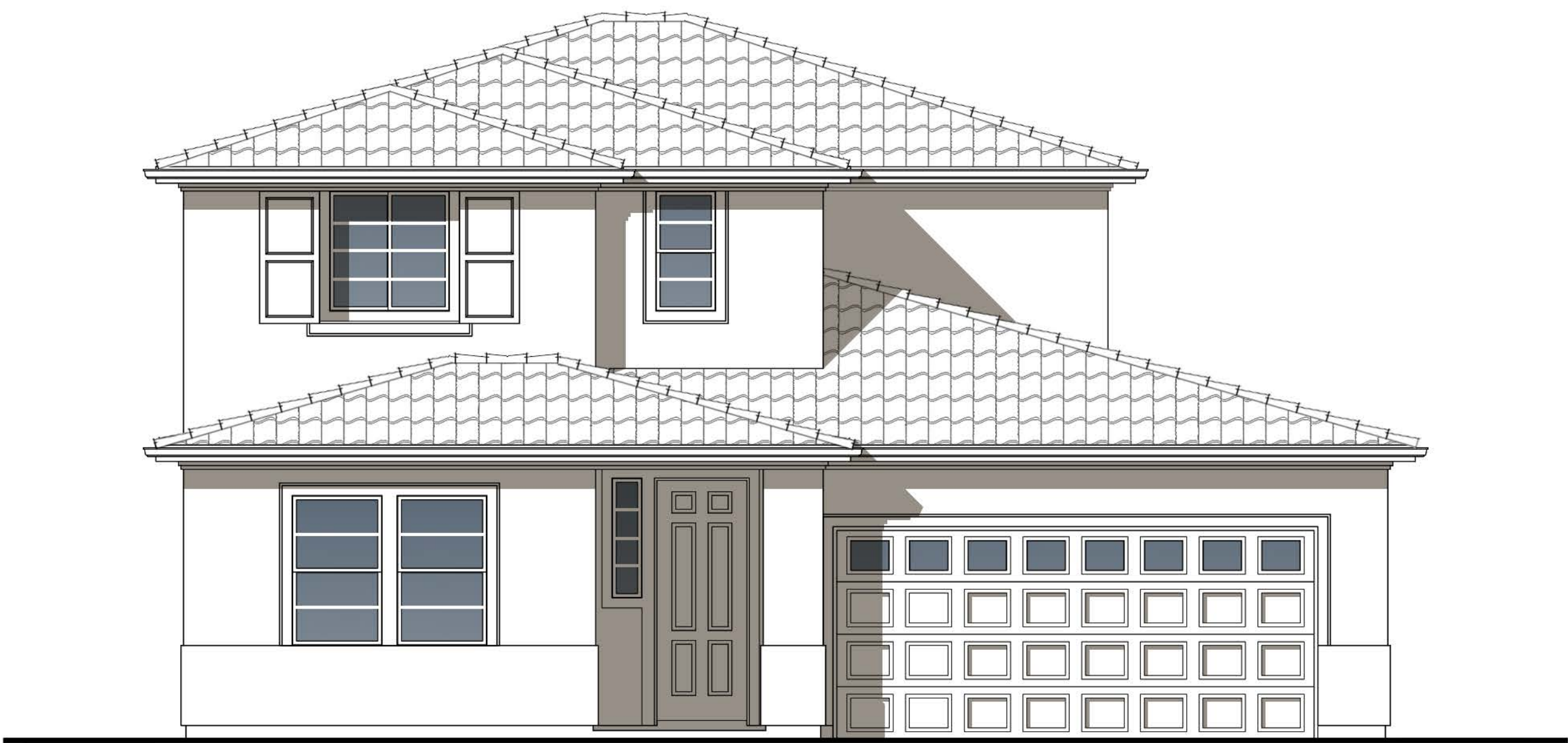


JOB NO.	202013-001
DATE	NOV. 2021
SCALE	AS SHOWN

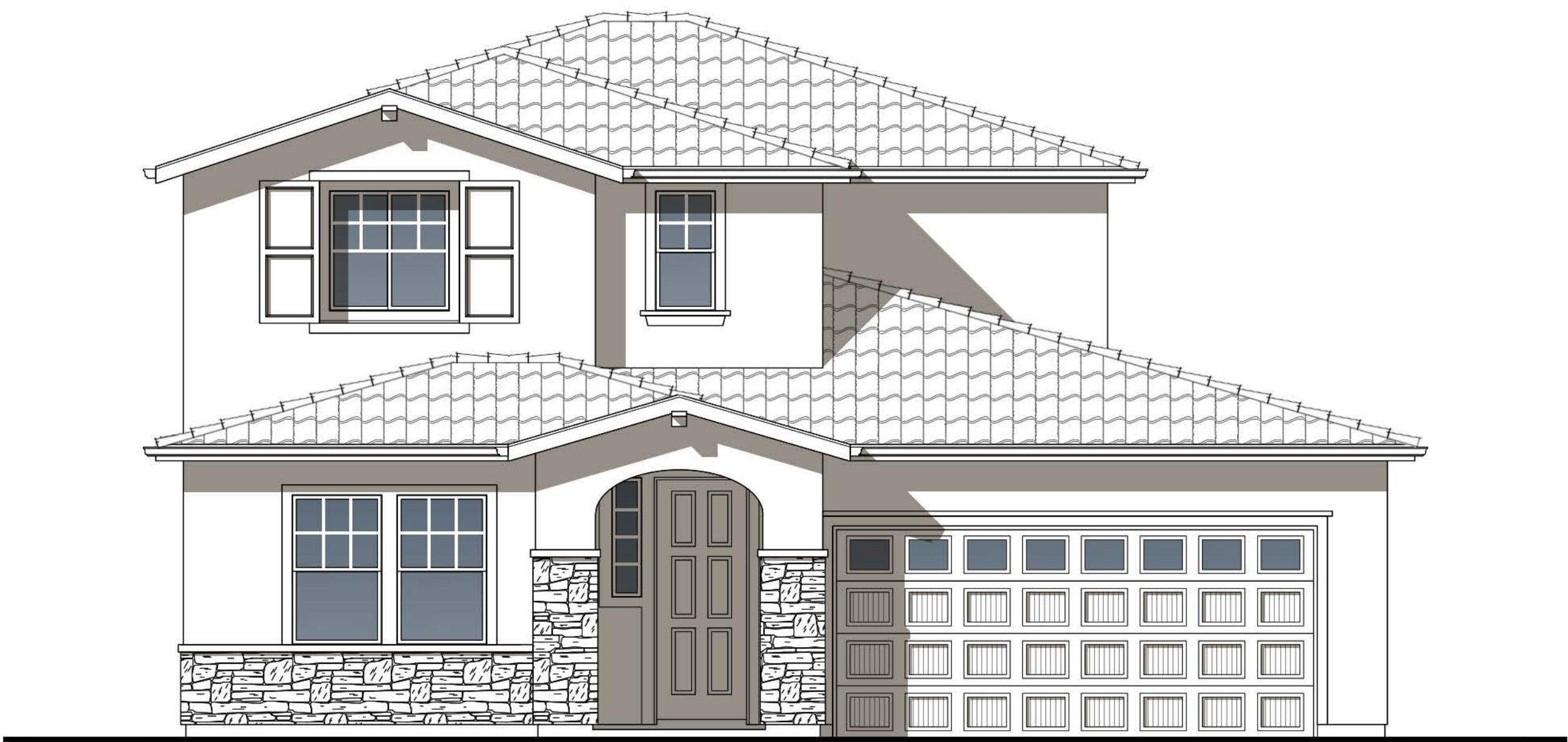
A5.2



Spanish Elevation



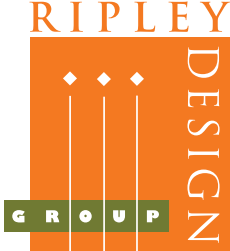
Italianate Elevation



Mediterranean Elevation

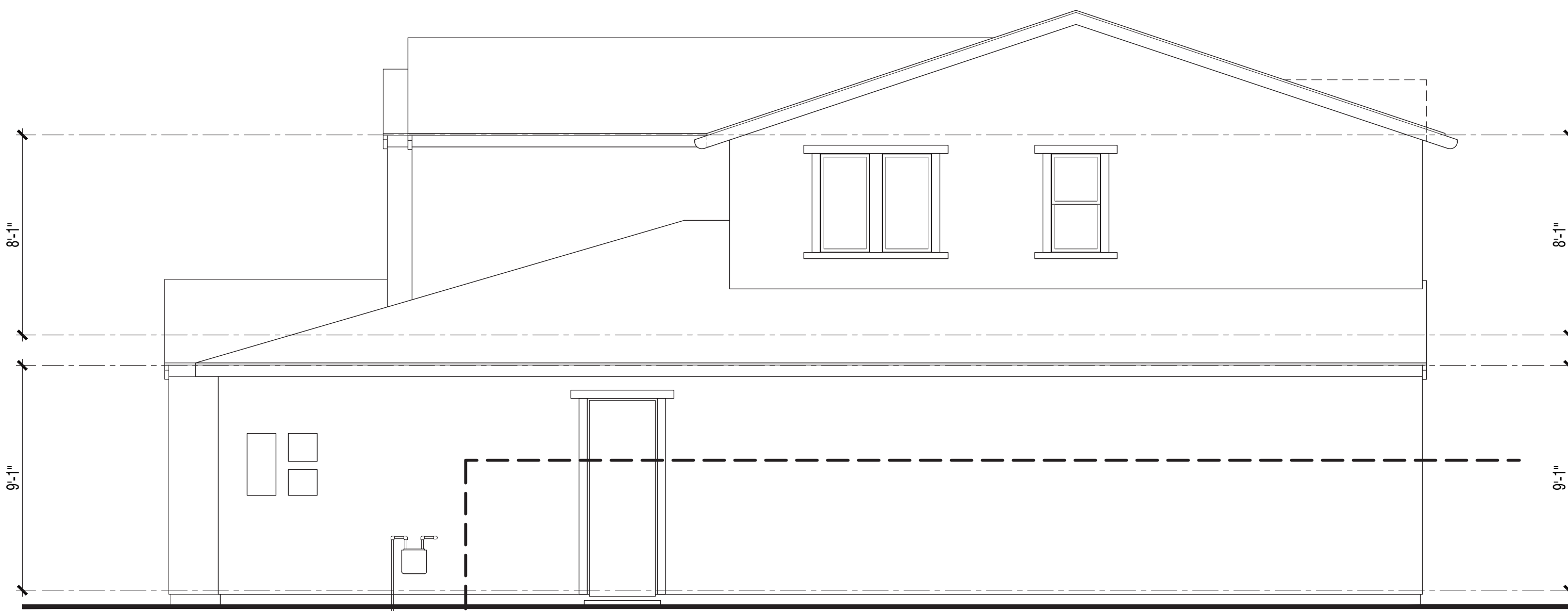
PLAN 2435
Front Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

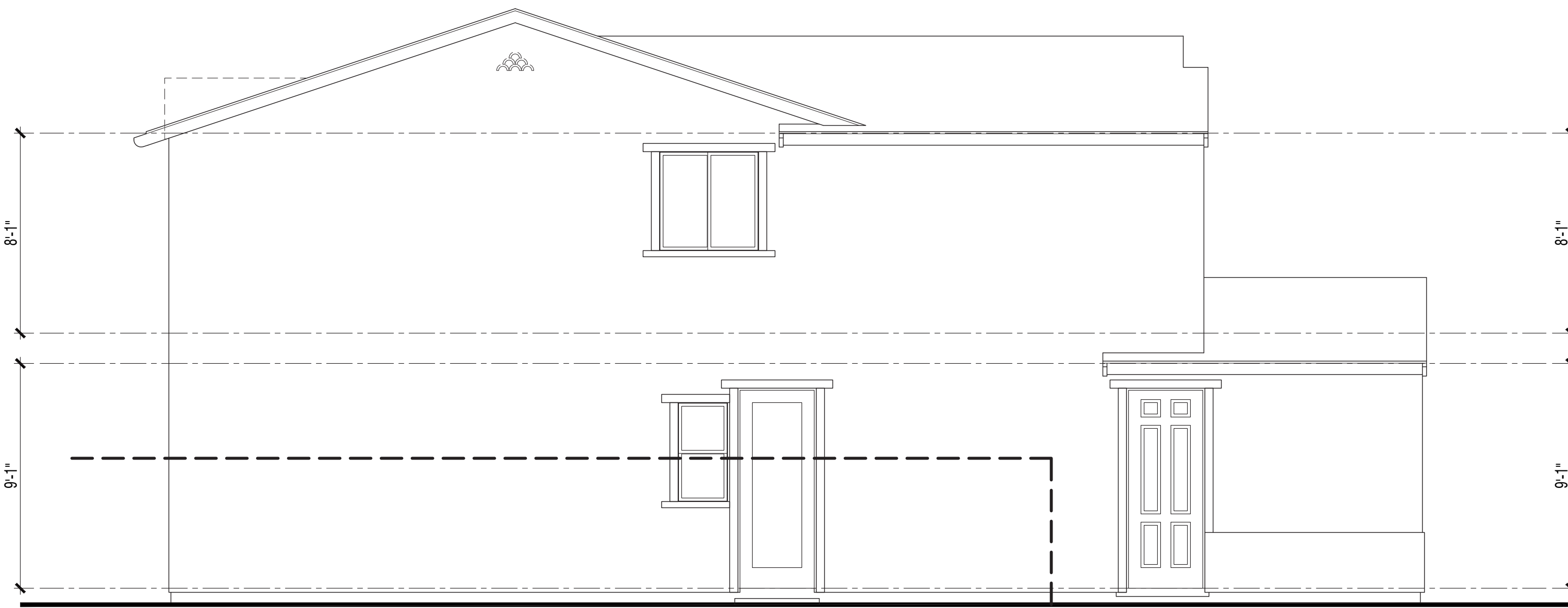
A5.3



Right Elevation



Rear Elevation



Left Elevation

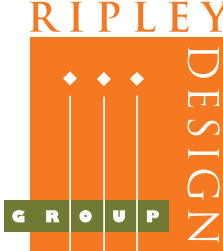


Front Elevation

PLAN 2435

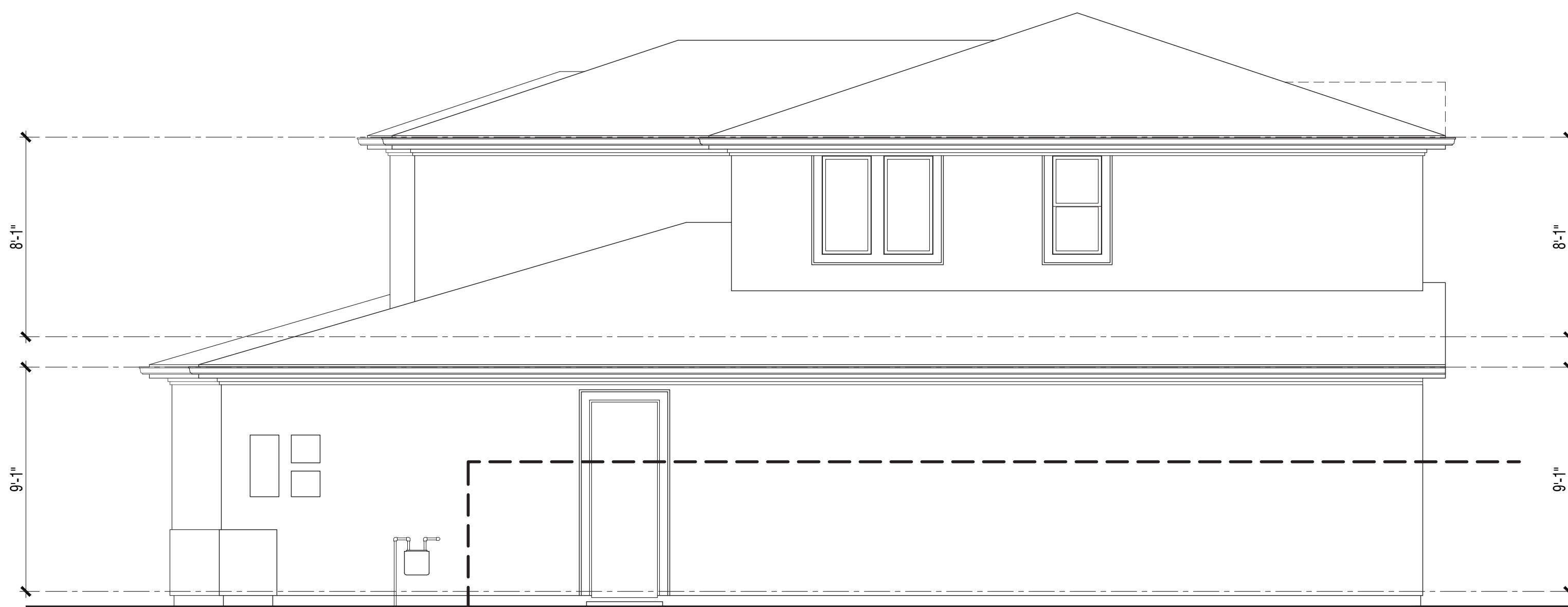
Spanish Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

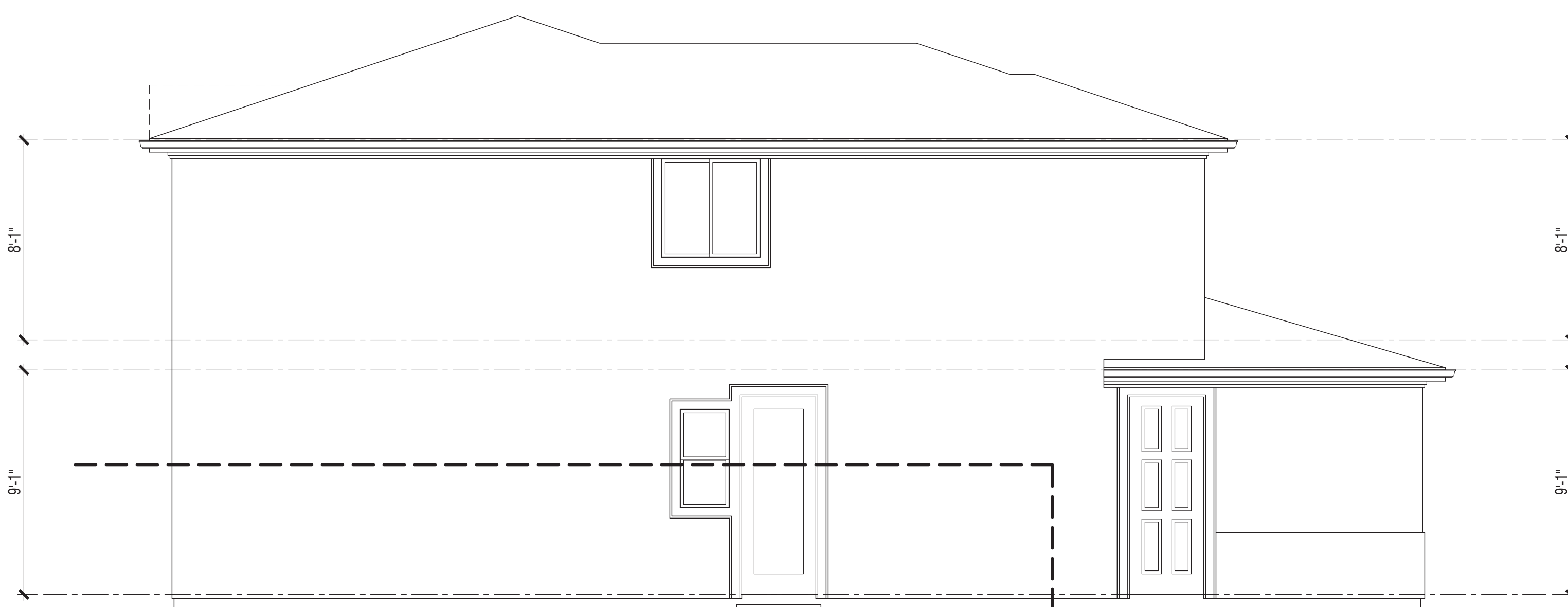
A5.4



Right Elevation



Rear Elevation



Left Elevation

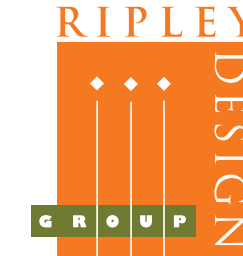


Front Elevation

PLAN 2435

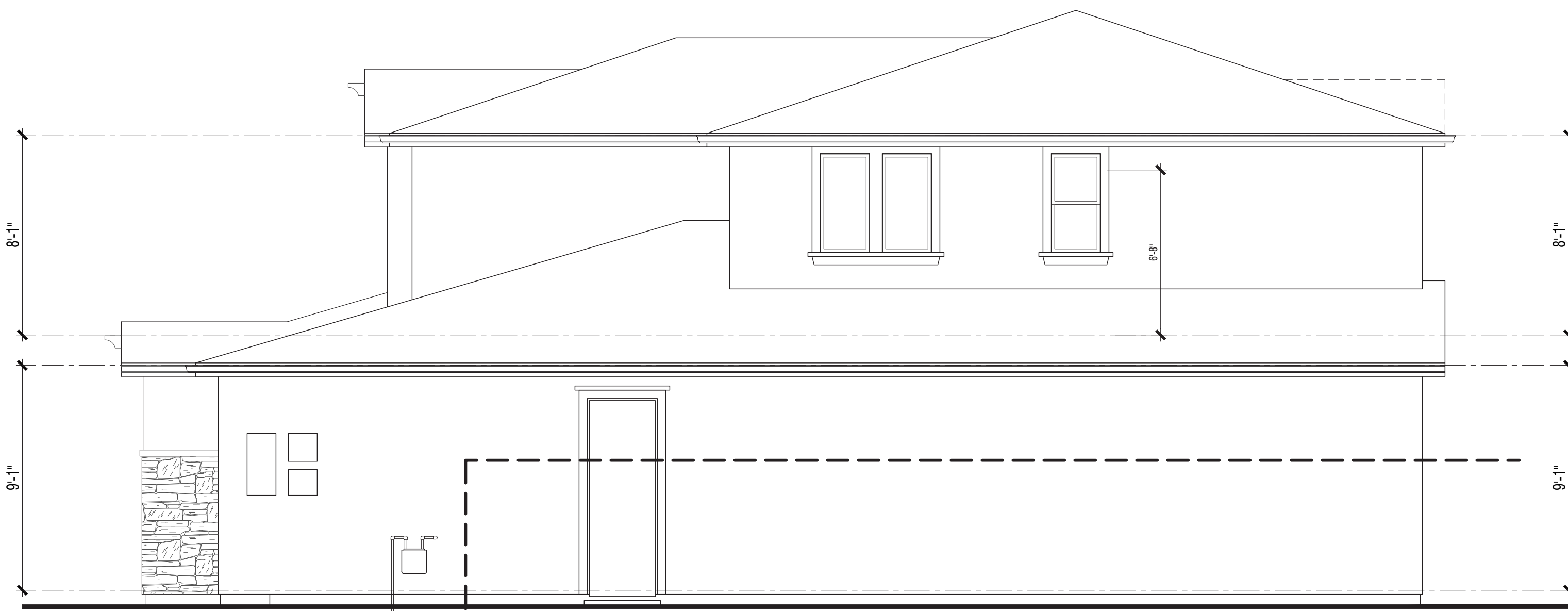
Italianate Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

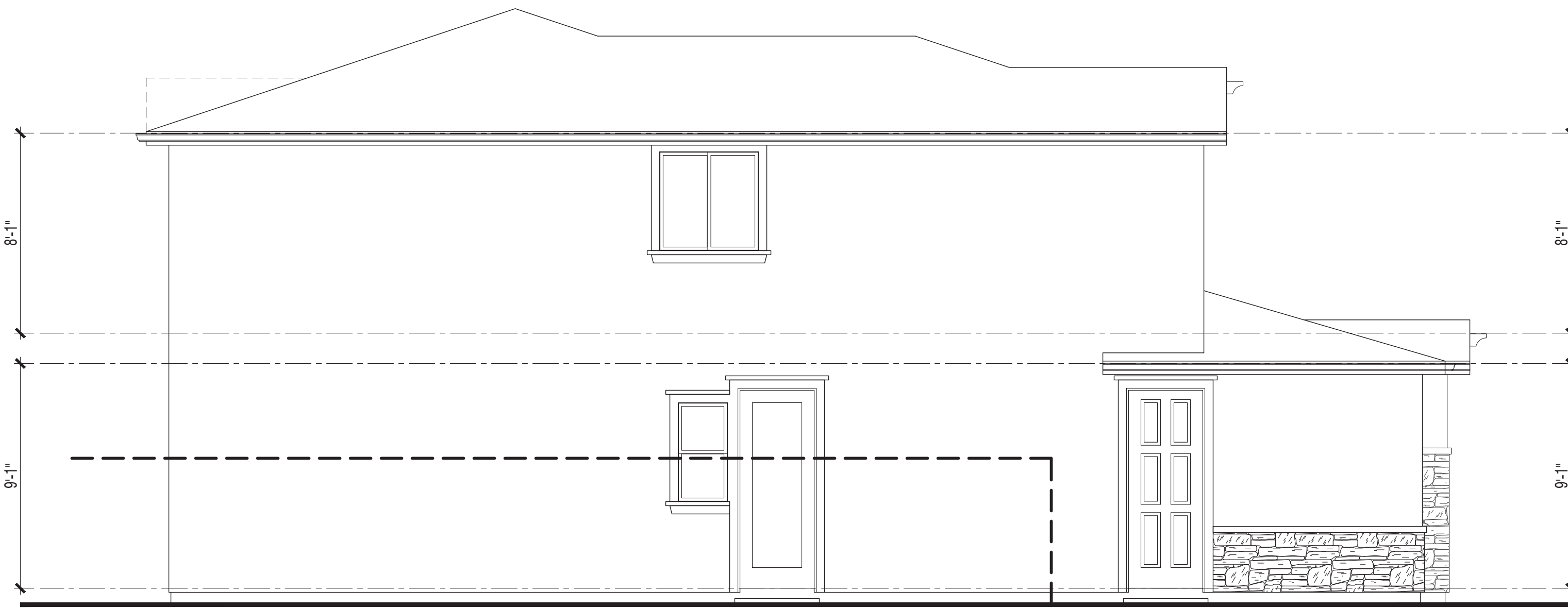
A5.5



Right Elevation



Rear Elevation



Left Elevation



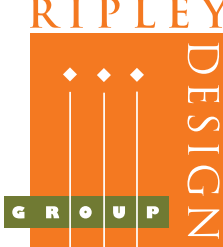
Front Elevation

PLAN 2435

Mediterranean Elevations

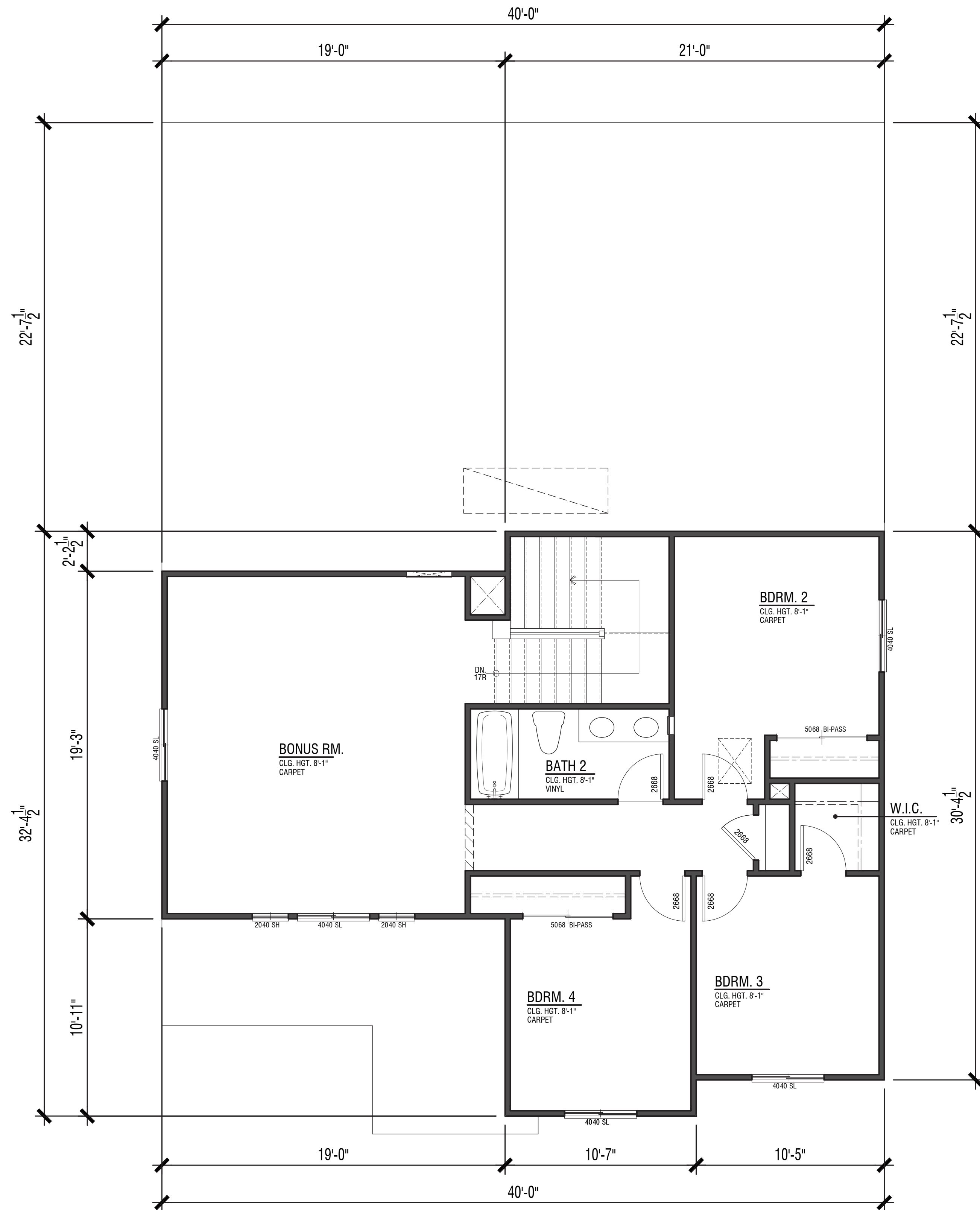
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

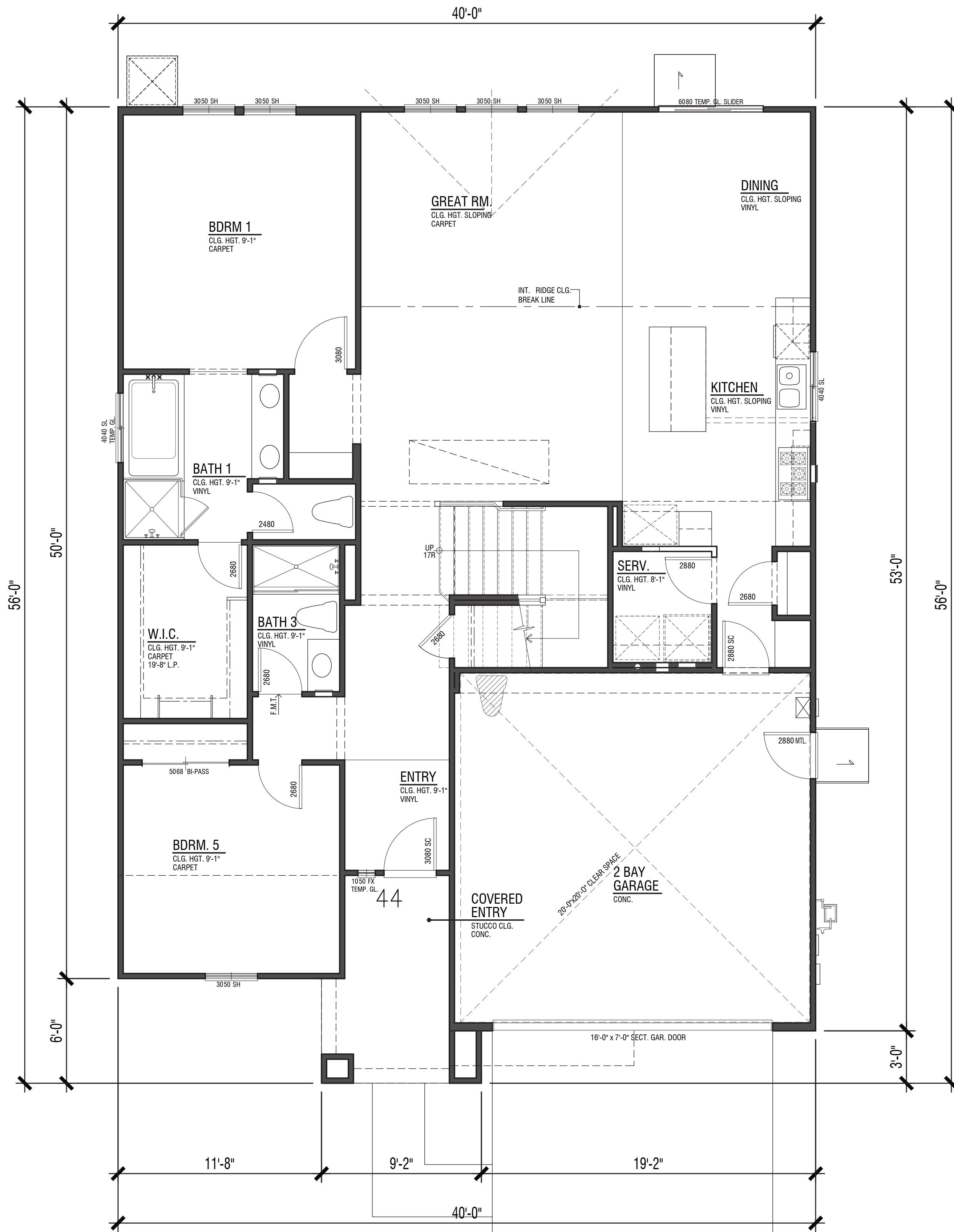


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A5.6



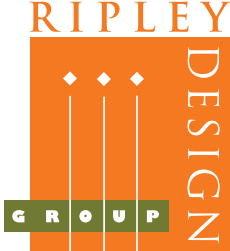
Upper Floor 937 SF



Lower Floor 1600 SF

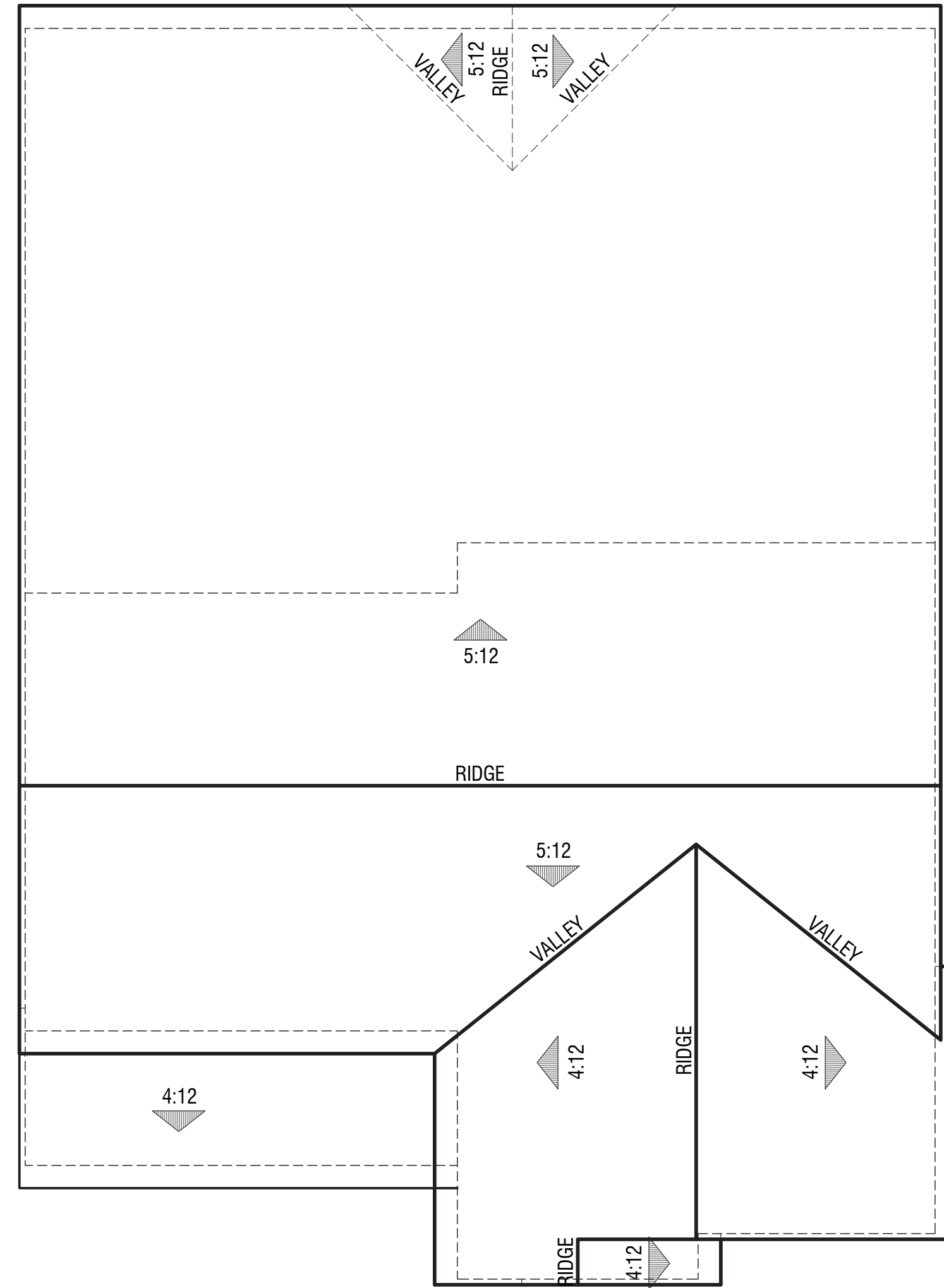
PLAN 2537
2,537 SF
5 Bdrm | 3 Bath | Bonus Room
2-Car Garage

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC

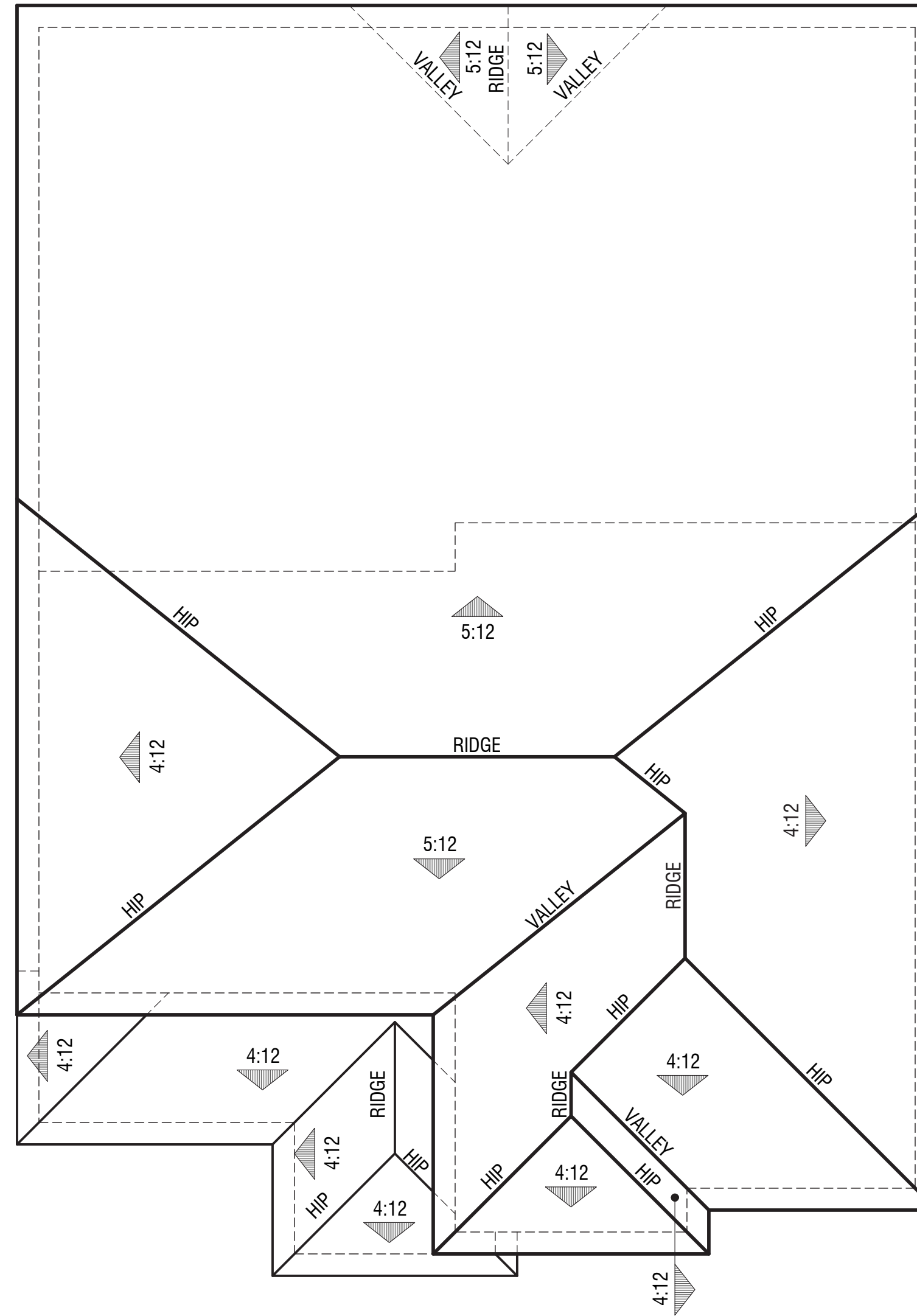


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

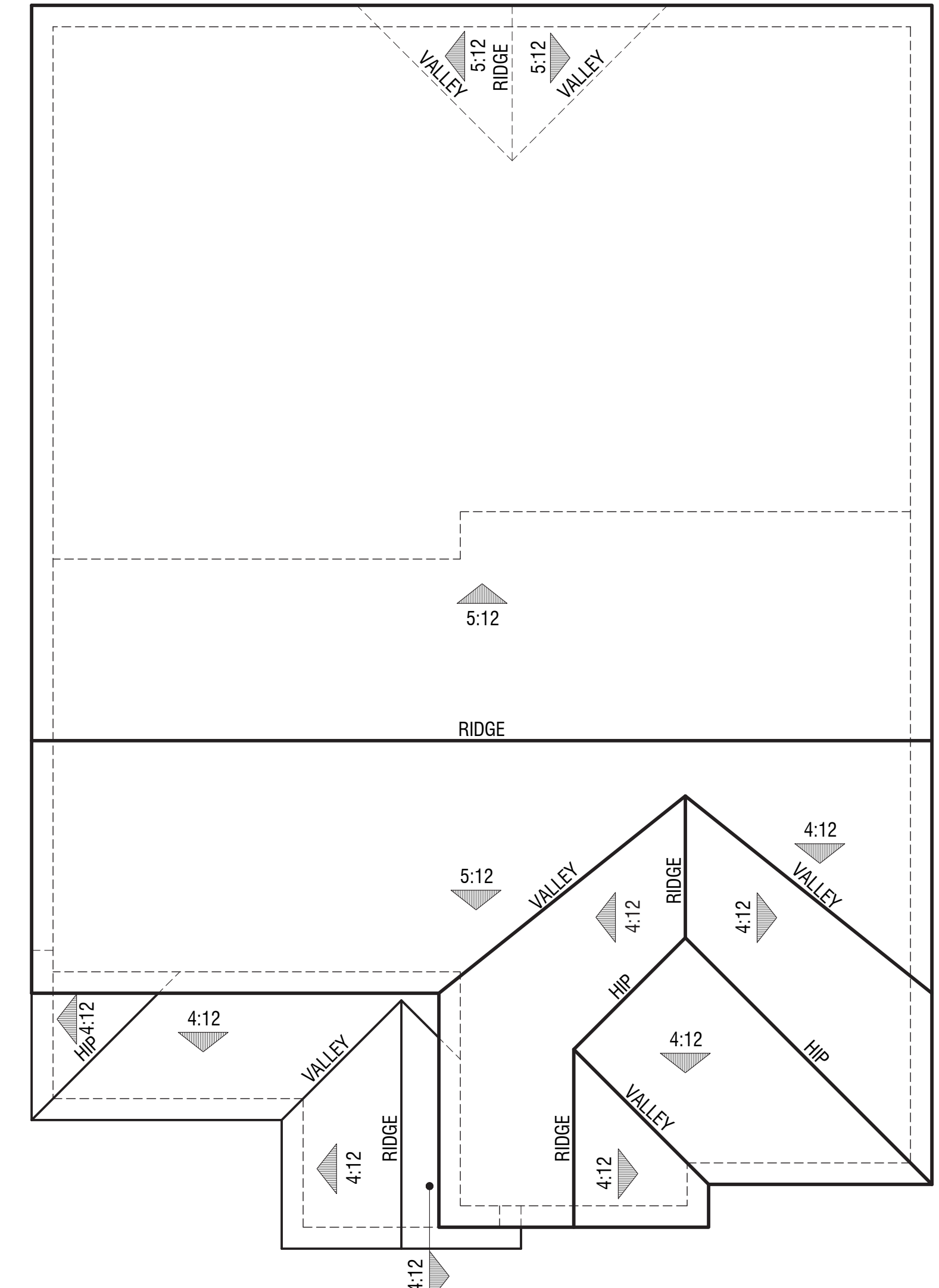
A6.1



Spanish Elevation



Italianate Elevation



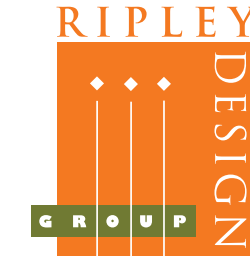
Mediterranean Elevation

PLAN 2537

Roof Plans

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

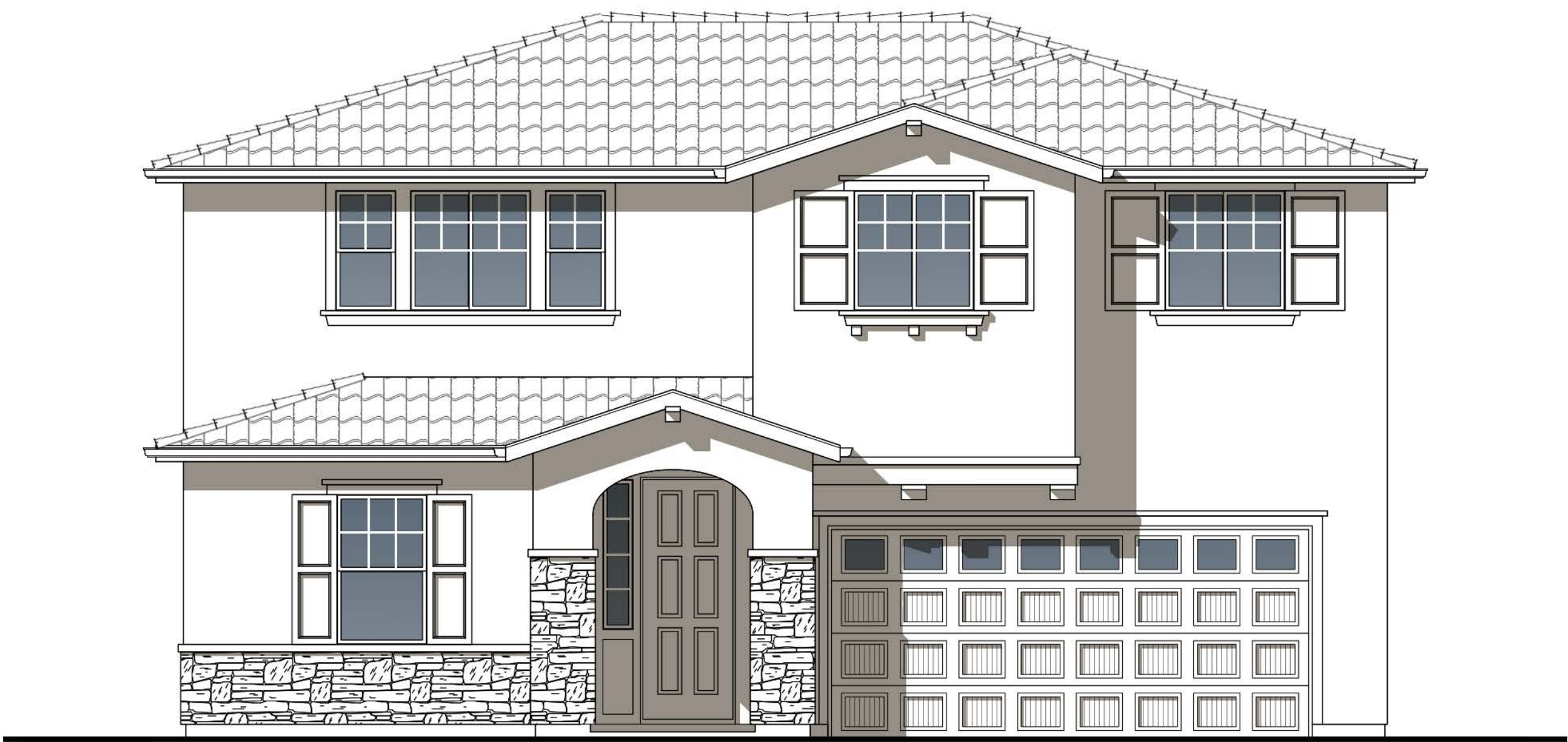
A6.2



Spanish Elevation



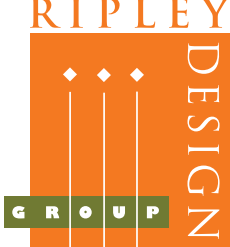
Italianate Elevation



Mediterranean Elevation

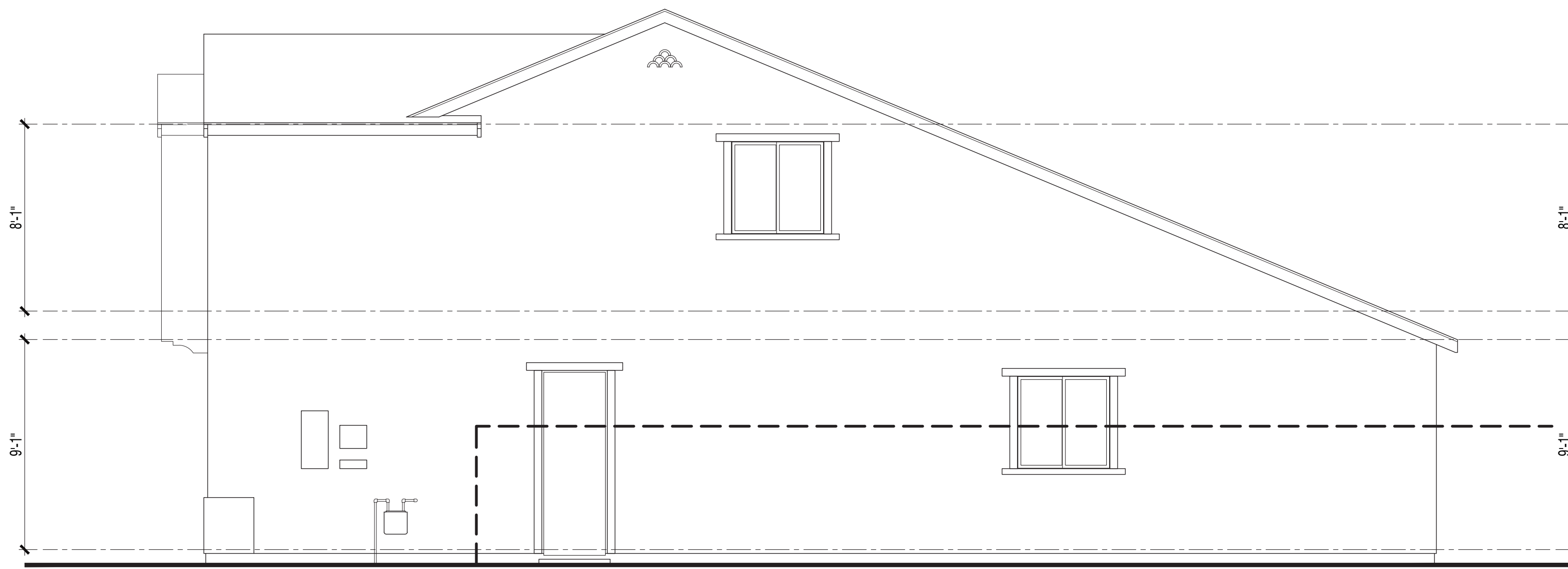
PLAN 2537
Front Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC

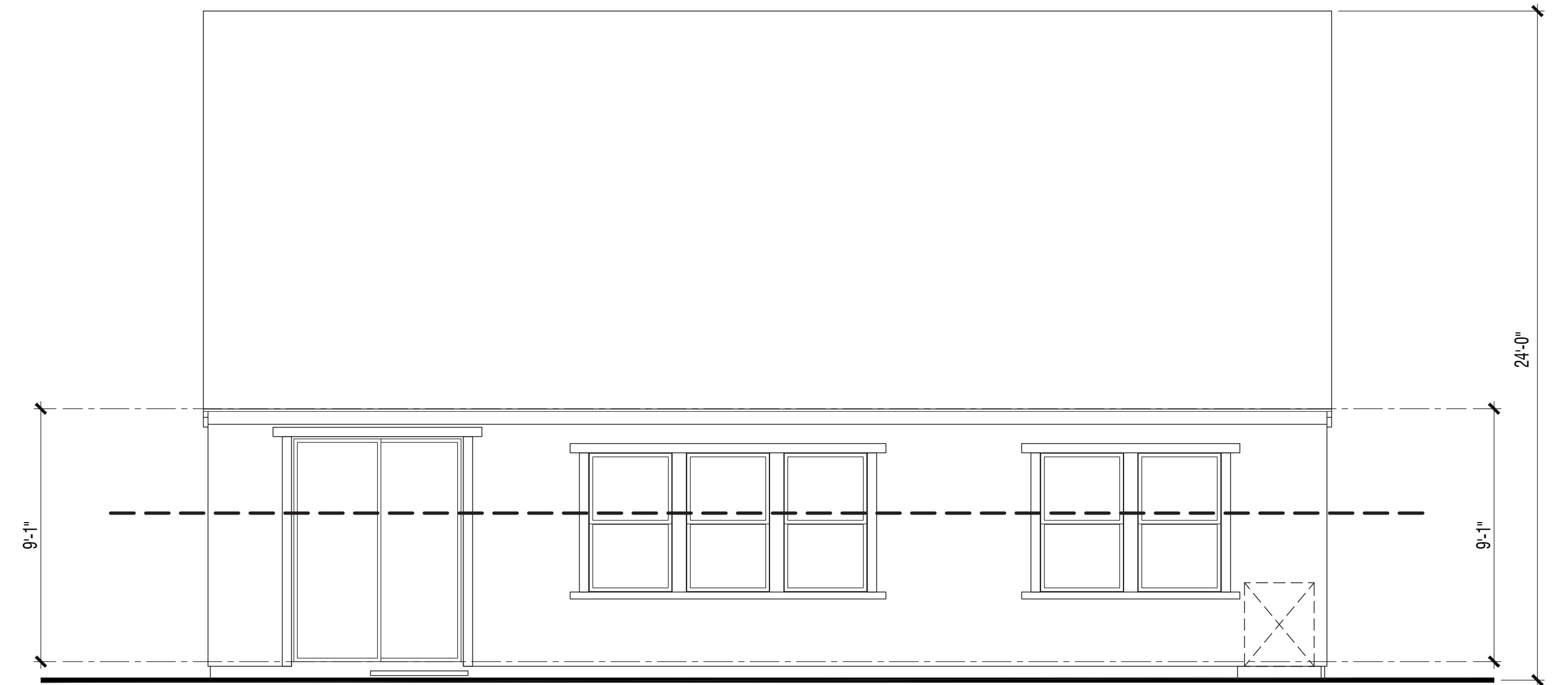


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

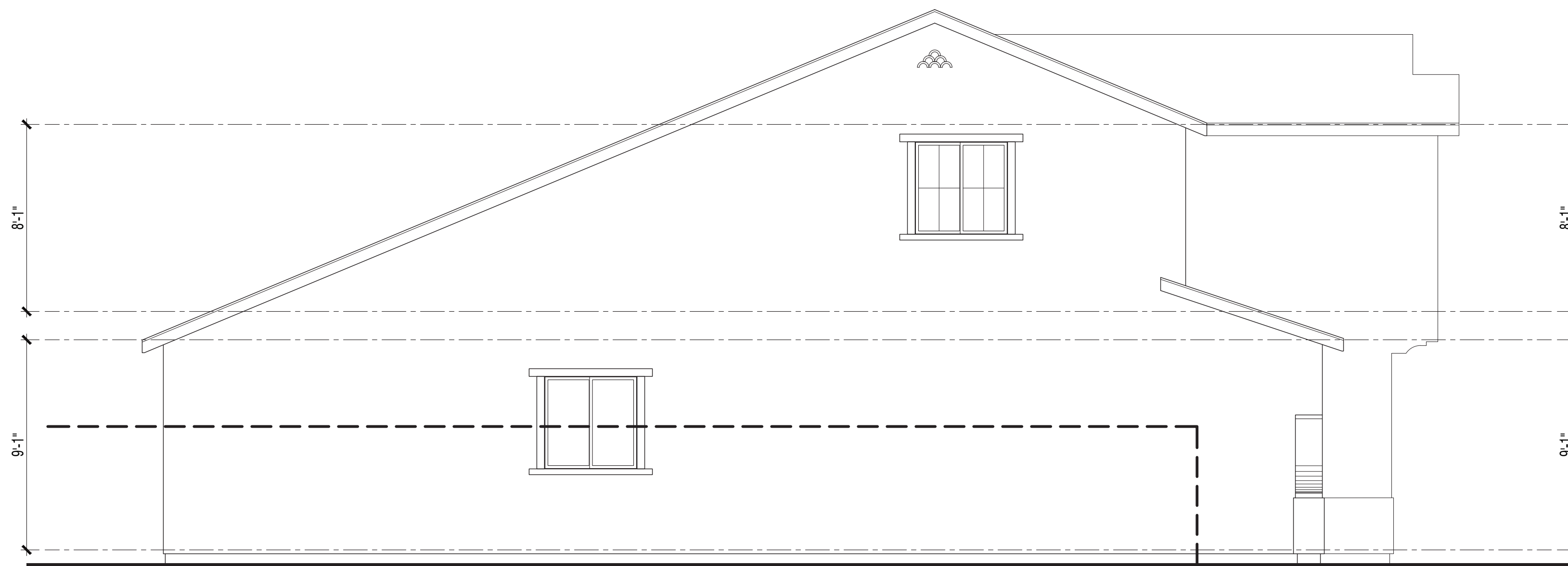
A6.3



Right Elevation



Rear Elevation



Left Elevation

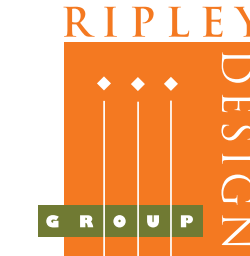


Front Elevation

PLAN 2537

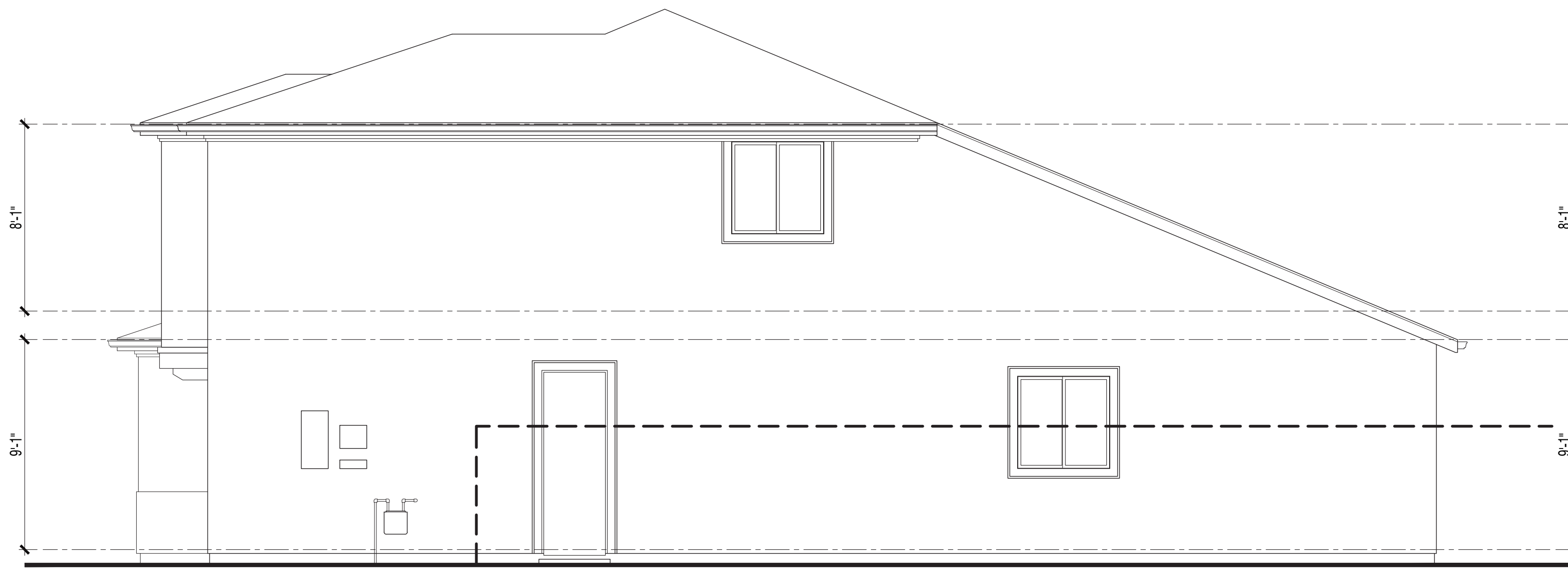
Spanish Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

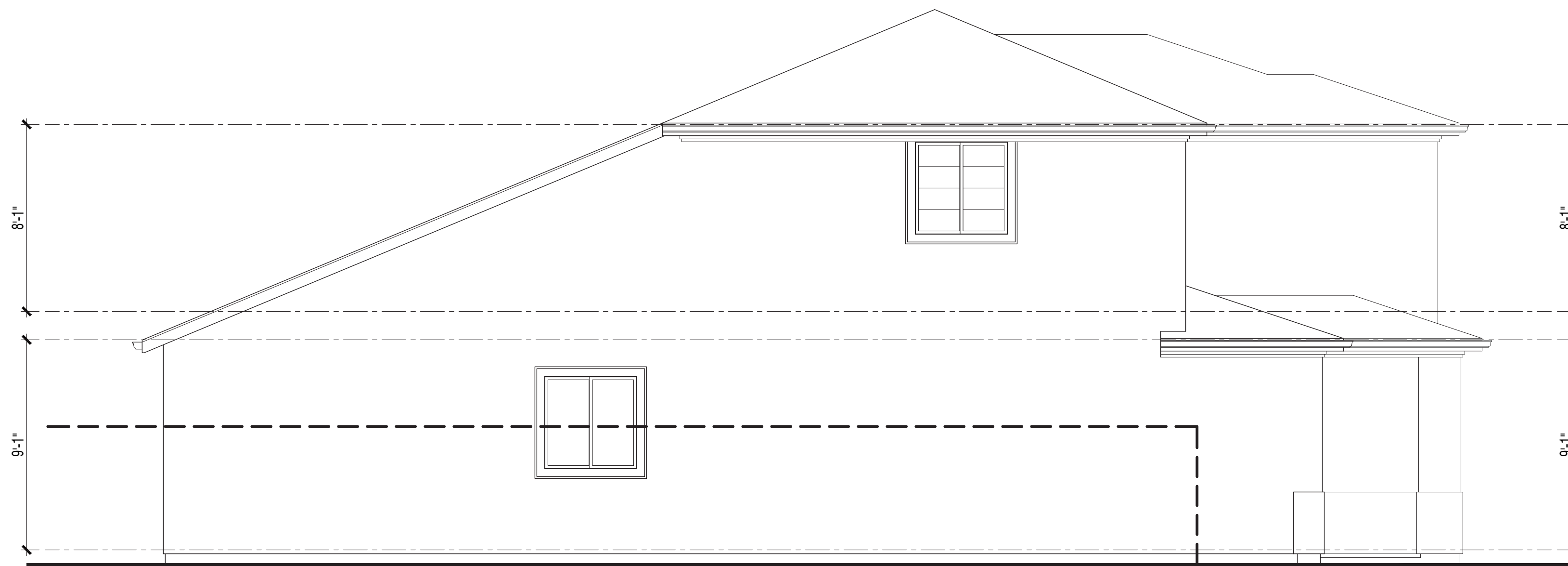
A6.4



Right Elevation



Rear Elevation



Left Elevation



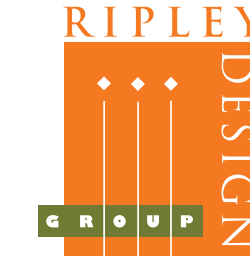
Front Elevation

PLAN 2537

Italianate Elevations

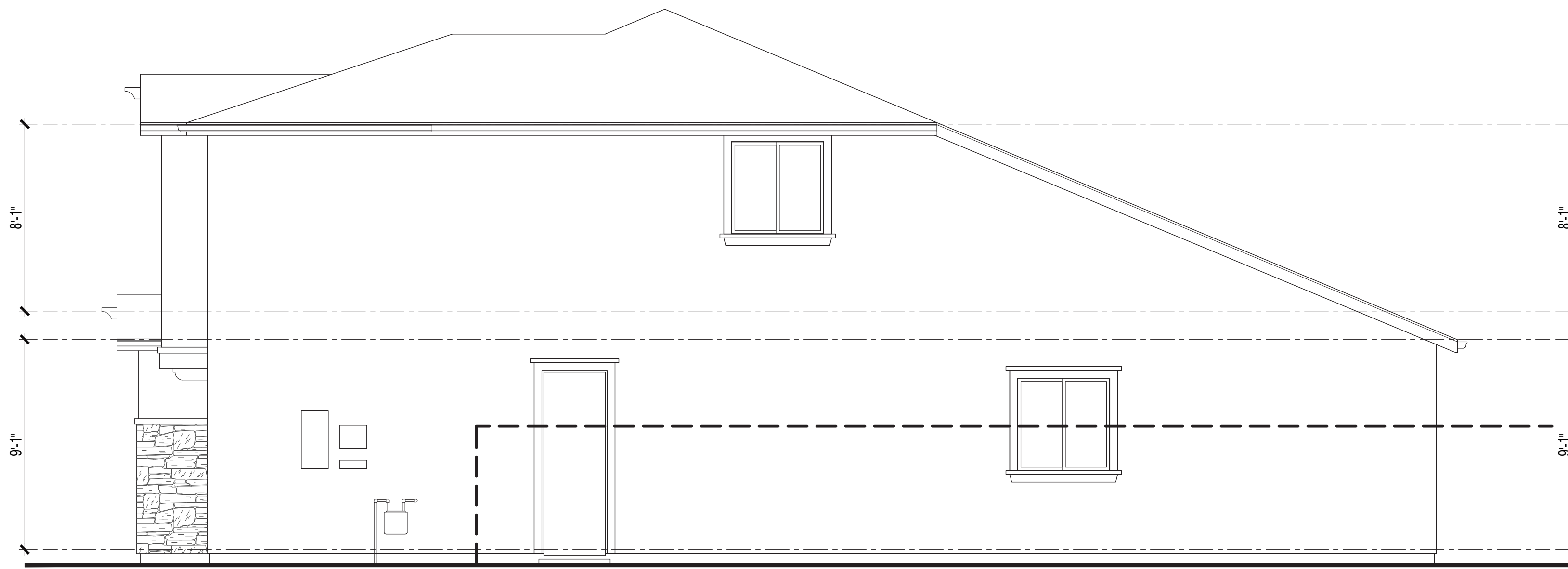
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

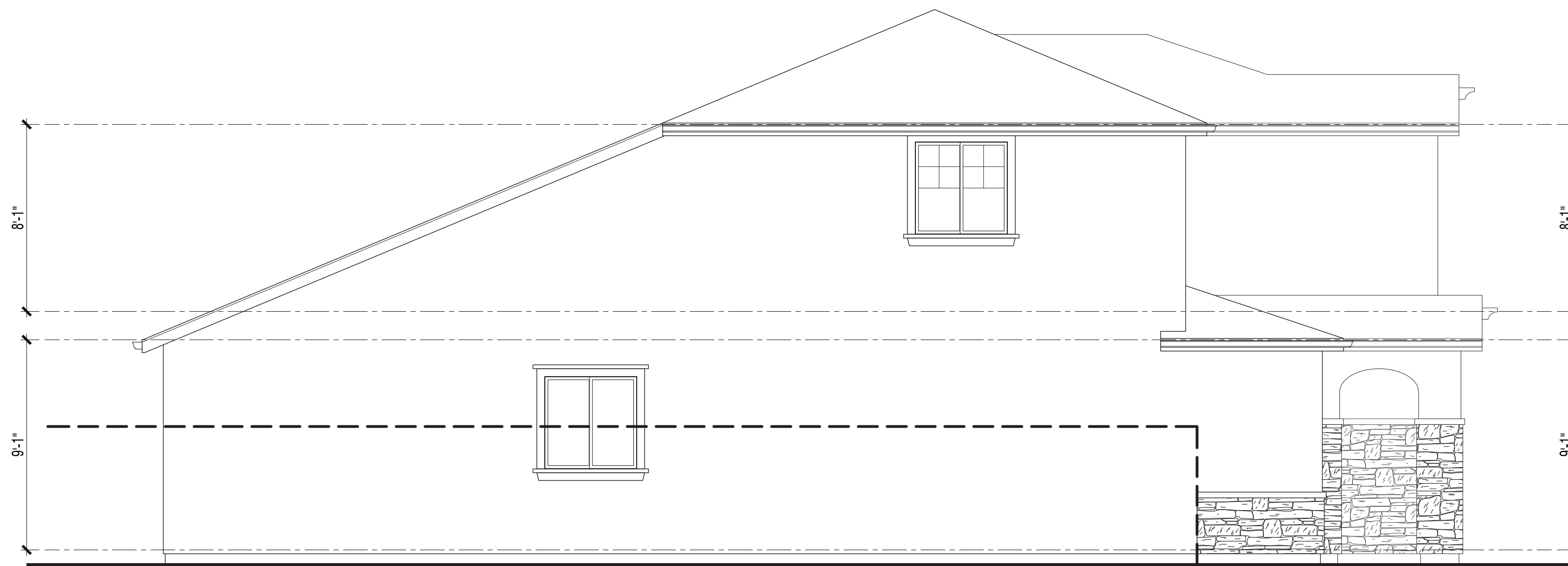
A6.5



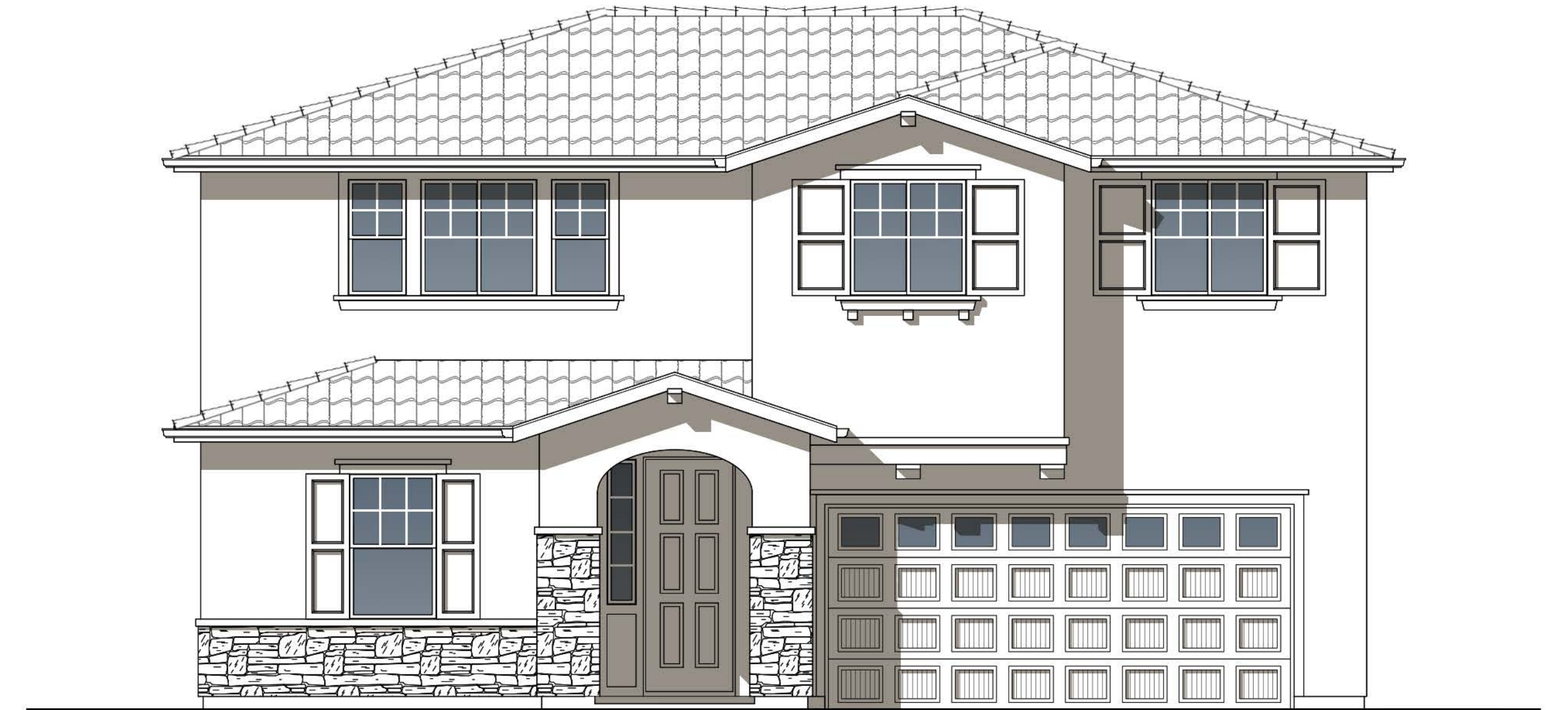
Right Elevation



Rear Elevation



Left Elevation



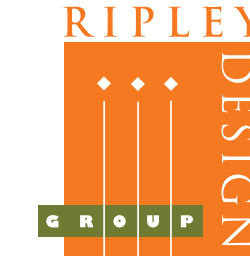
Front Elevation

PLAN 2537

Mediterranean Elevations

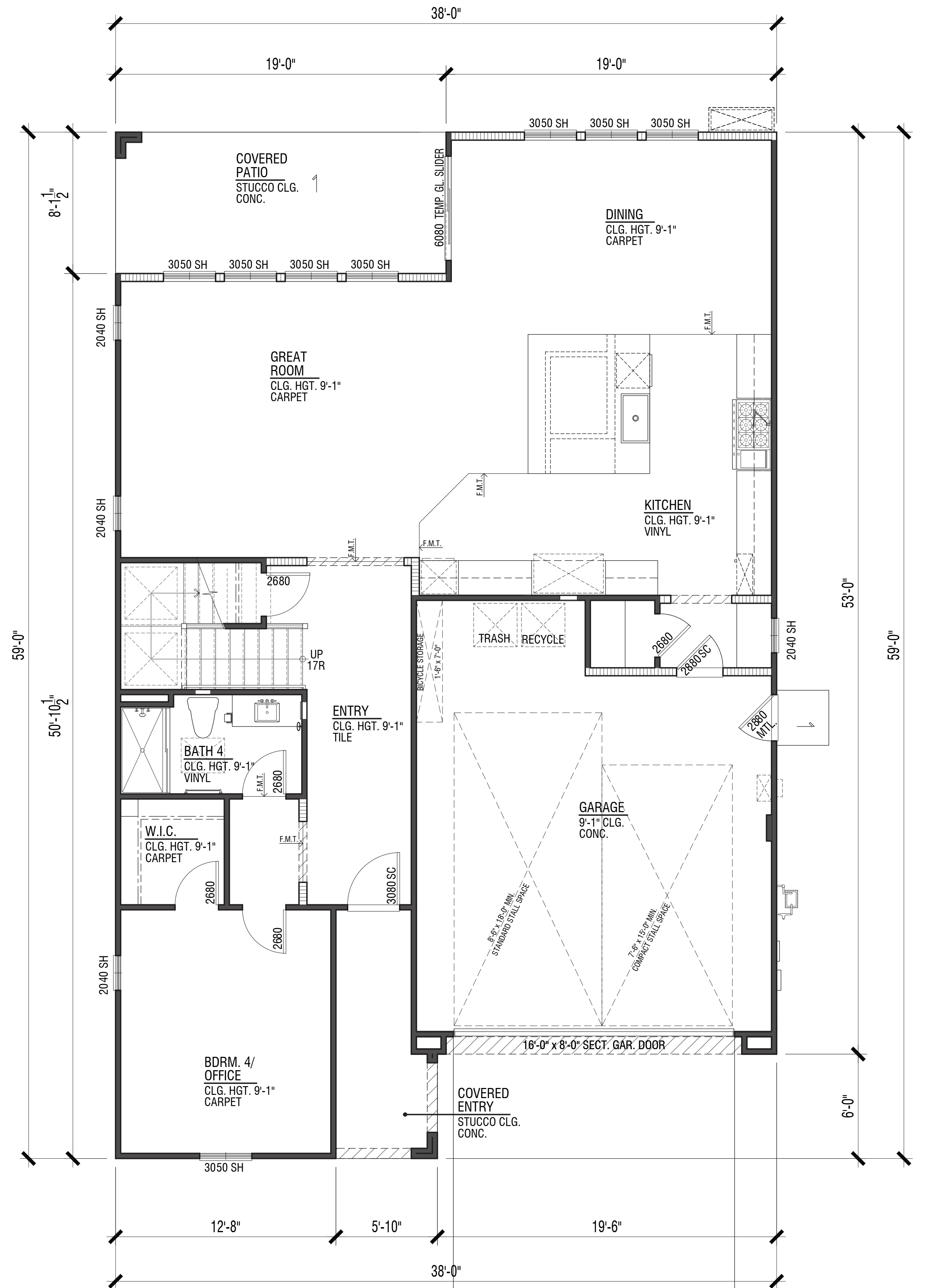
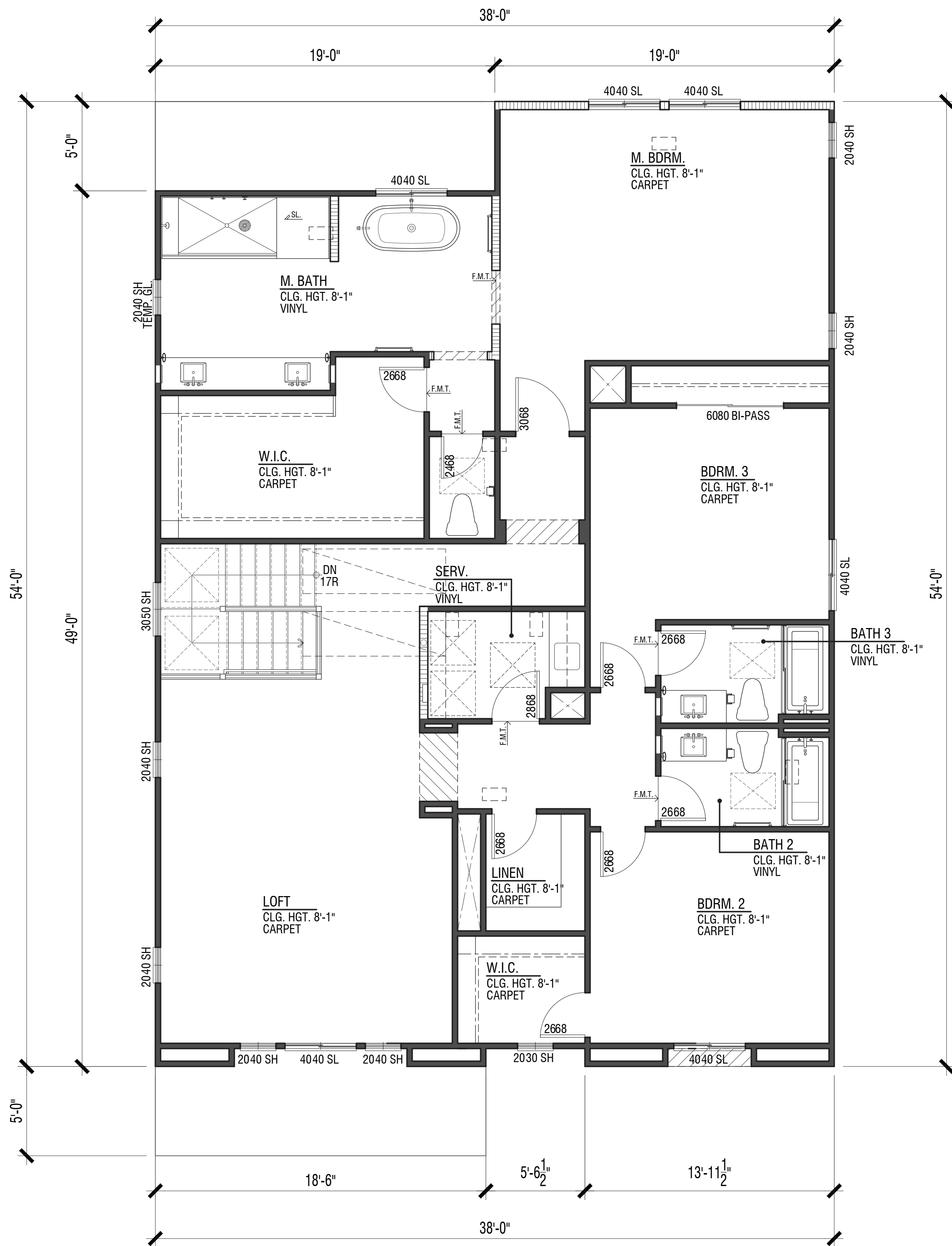
NEW HORIZONS AT MORGAN HILL

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DATE NOV. 2021
SCALE AS SHOWN

A6.6

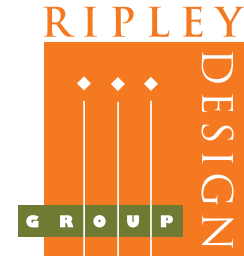


PLAN 3258

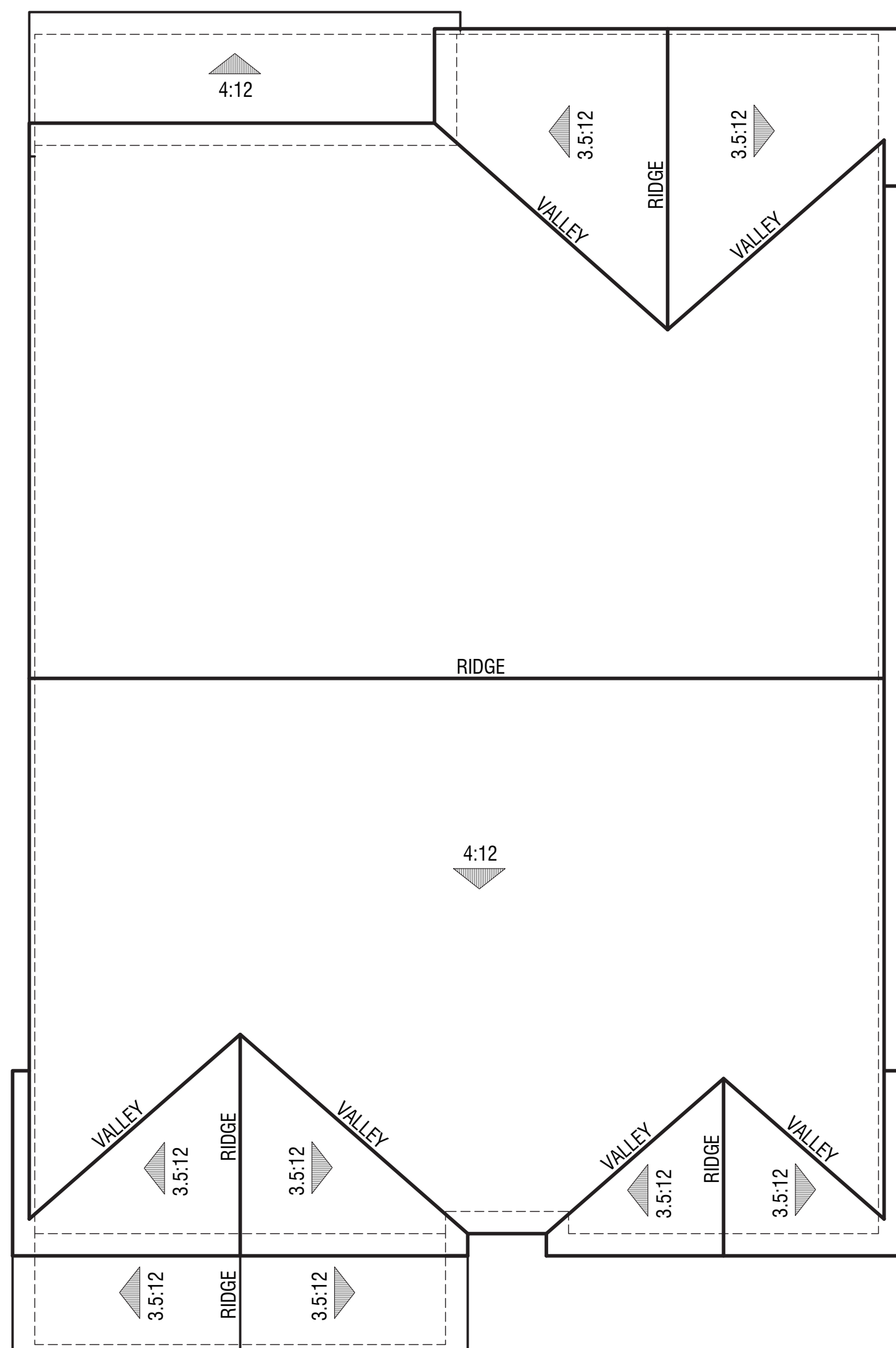
3,258 SF
4 Bdrm | 4 Bath | Loft
2-Car Garage

NEW HORIZONS AT MORGAN HILL

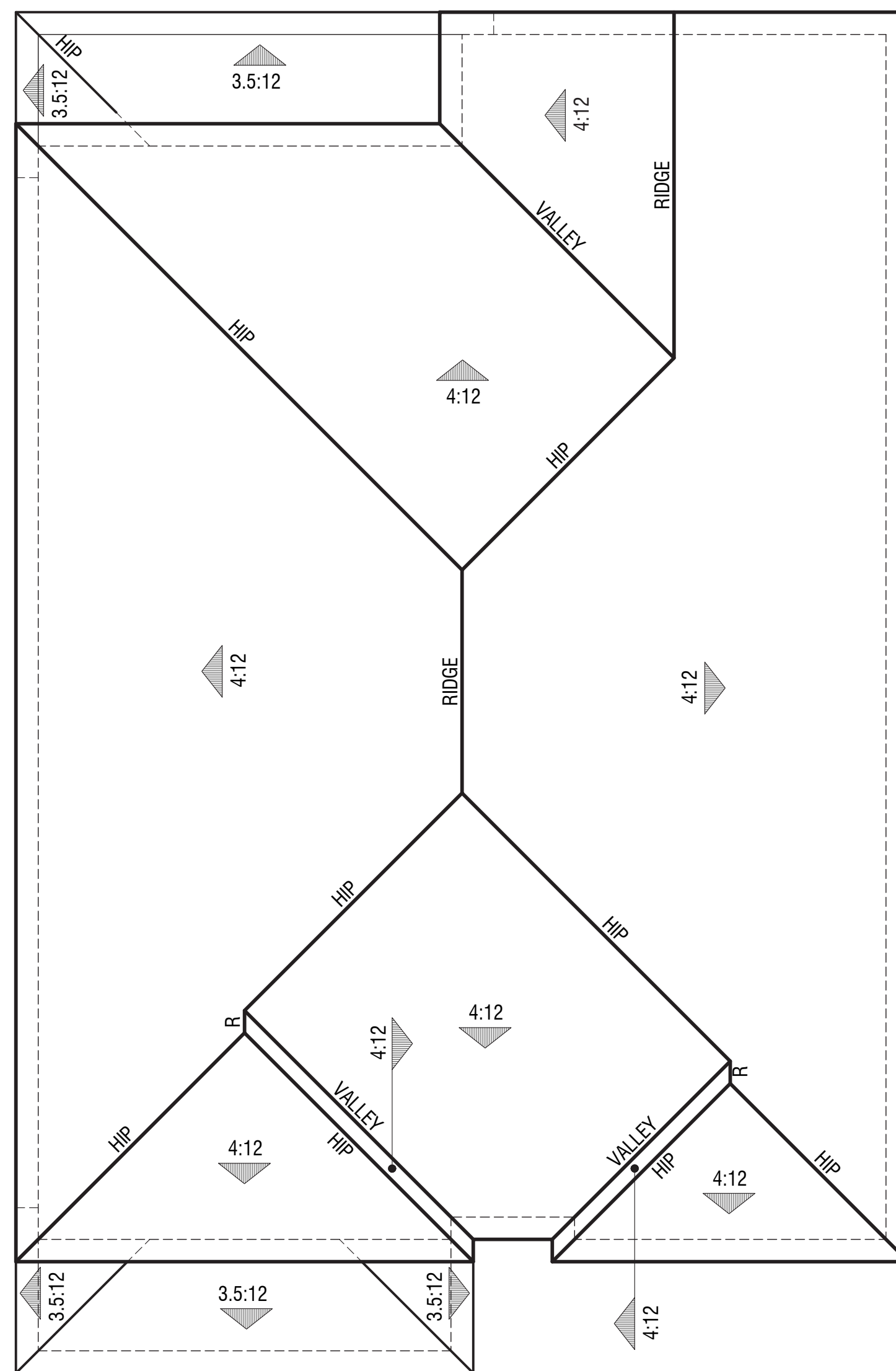
BY MORGAN HILL DEVCO, LLC



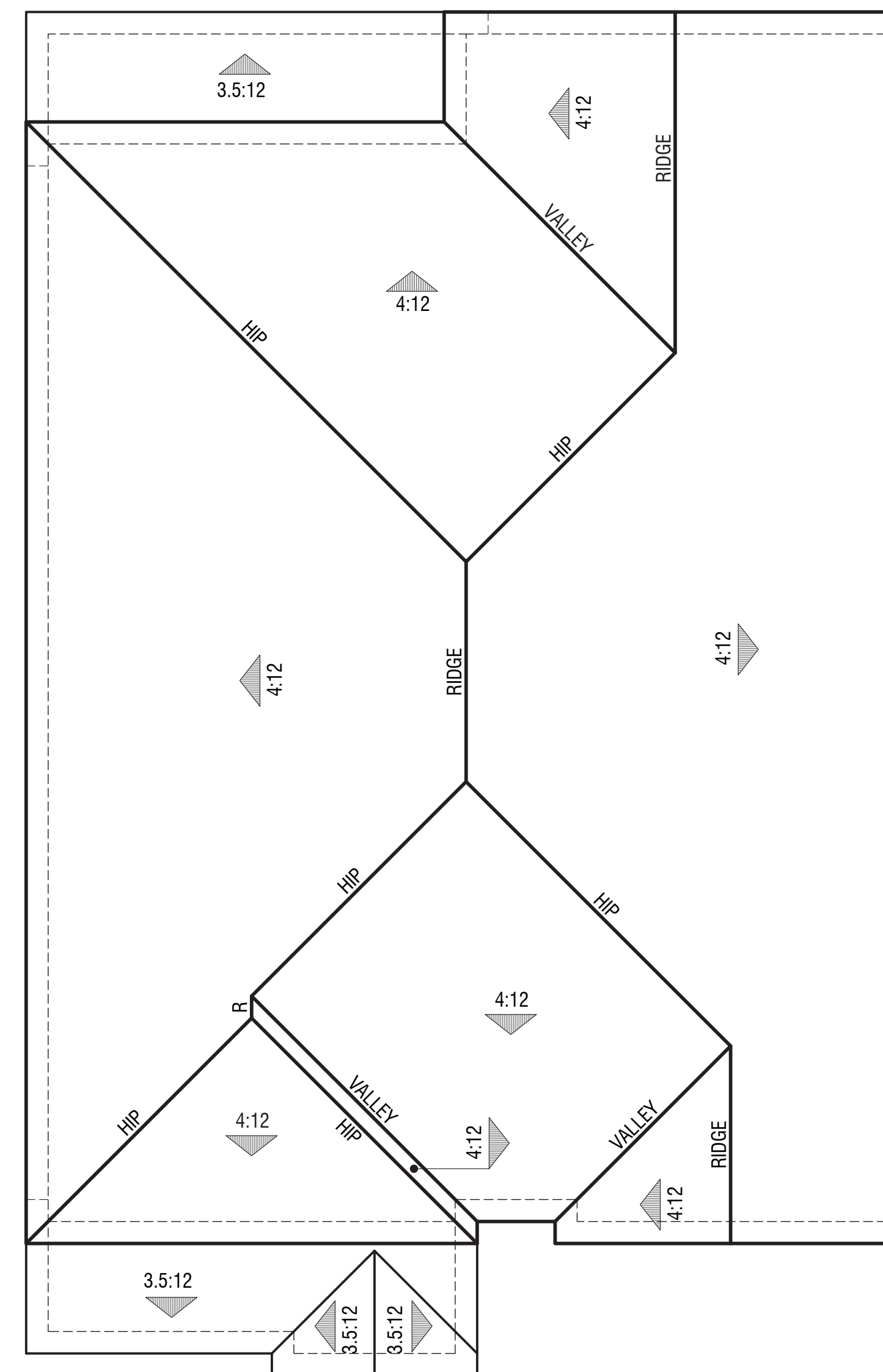
JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN



Spanish Elevation



Italianate Elevation



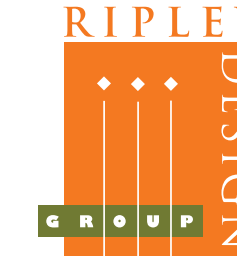
Mediterranean Elevation

PLAN 3258

Roof Plans

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

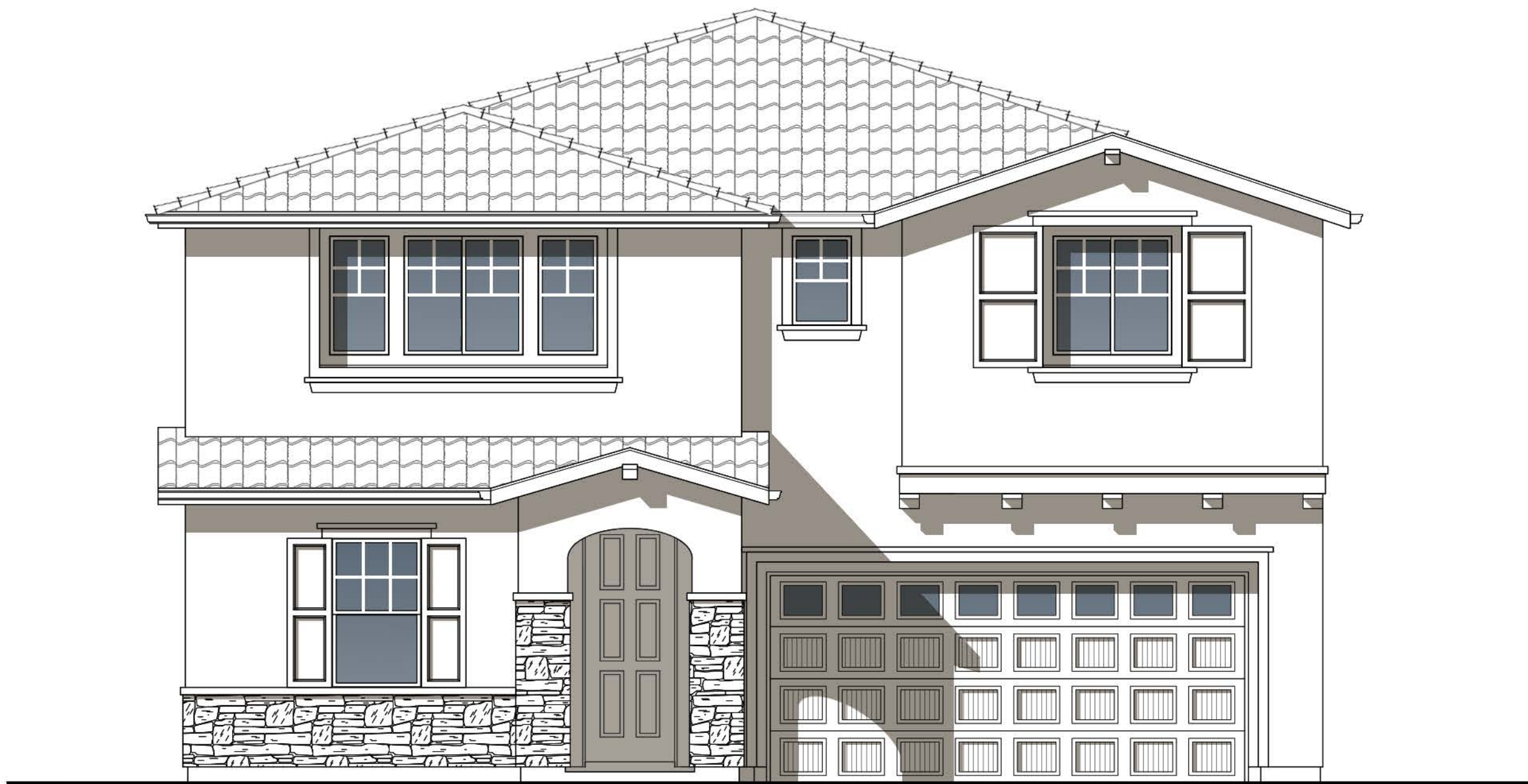
A7.2



Spanish Elevation



Italianate Elevation

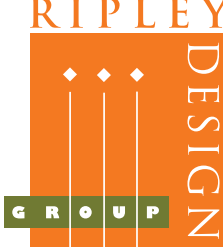


Mediterranean Elevation

PLAN 3258 Front Elevations

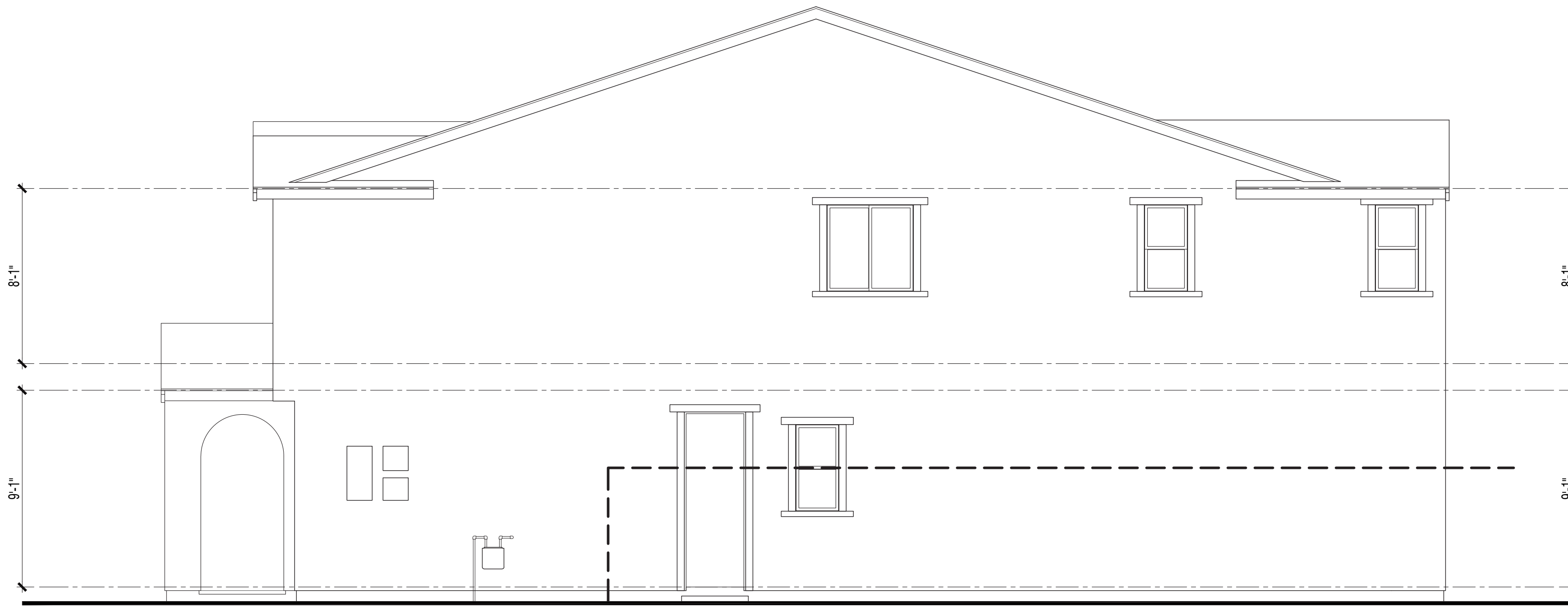
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

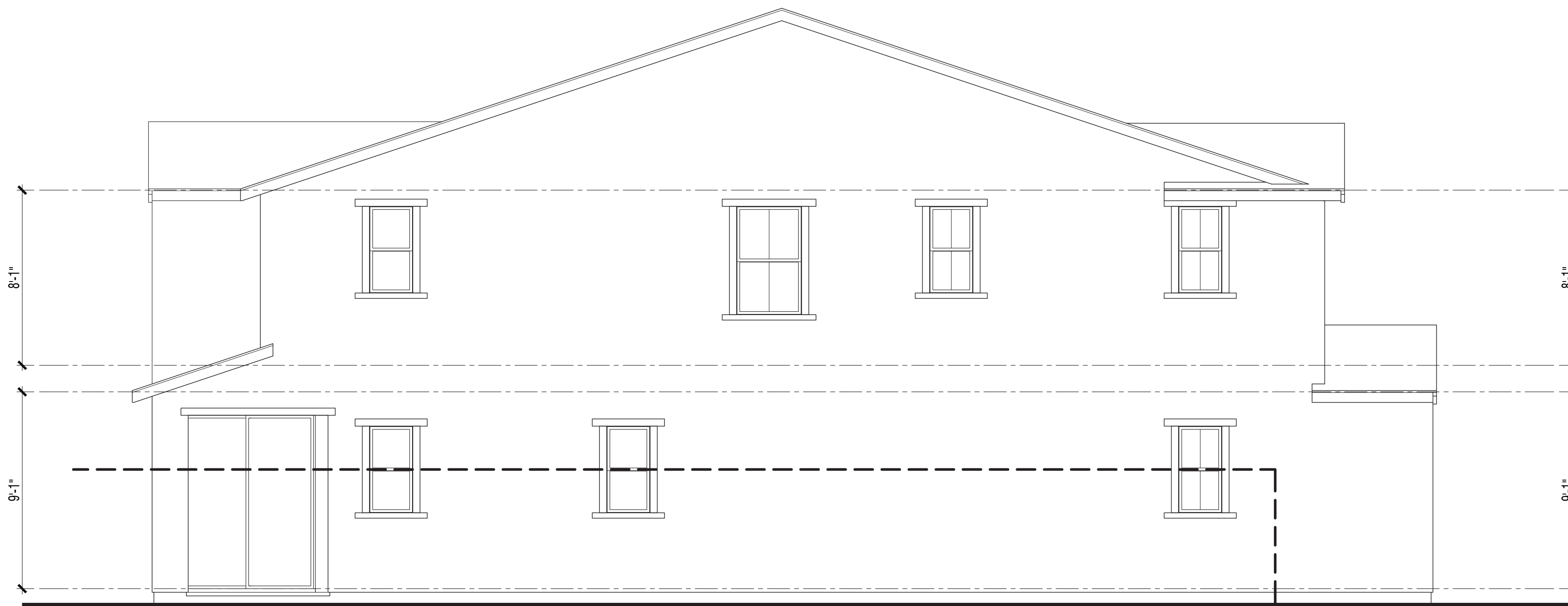
A7.3



Right Elevation



Rear Elevation



Left Elevation



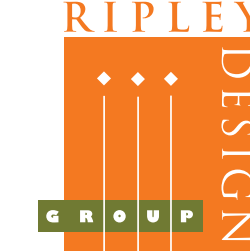
Front Elevation

PLAN 3258

Spanish Elevations

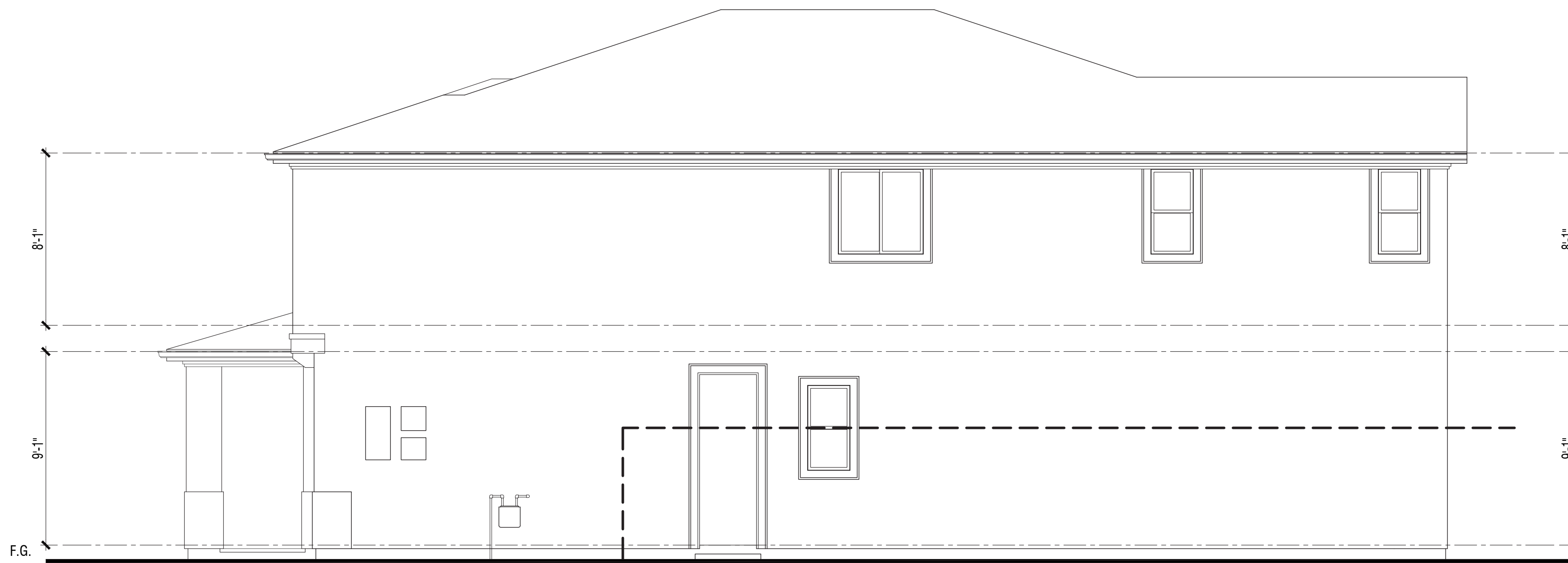
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

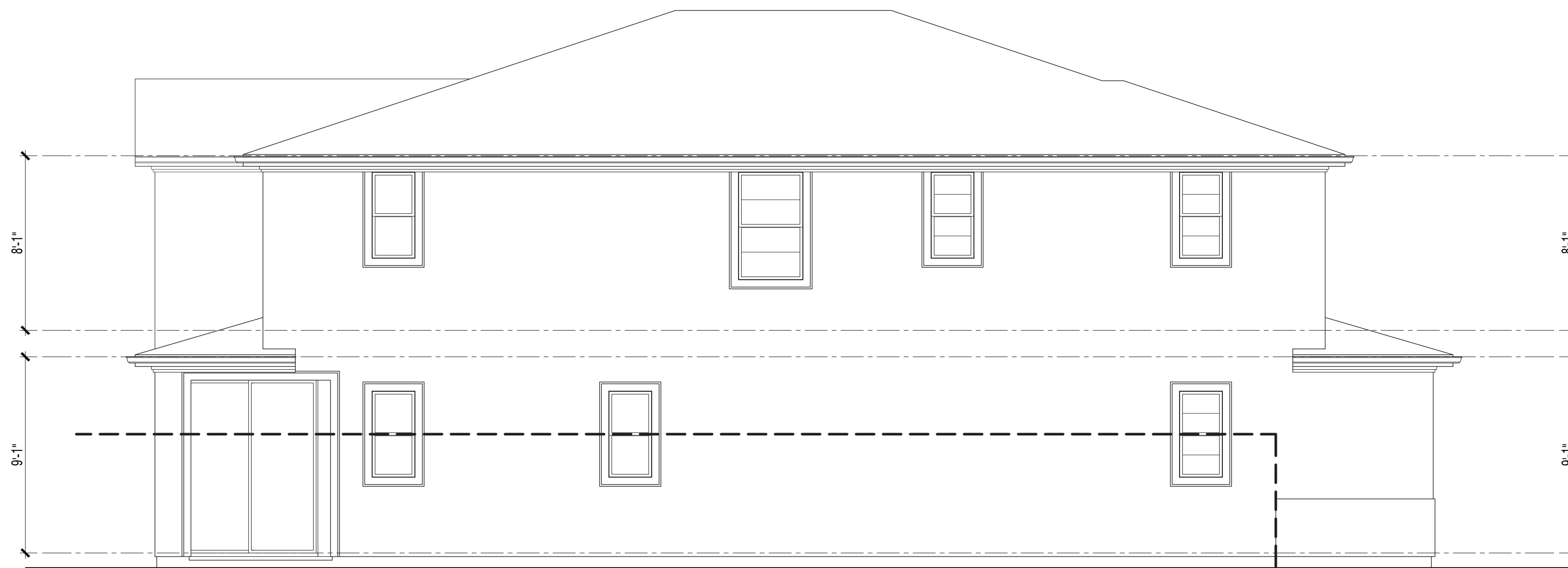
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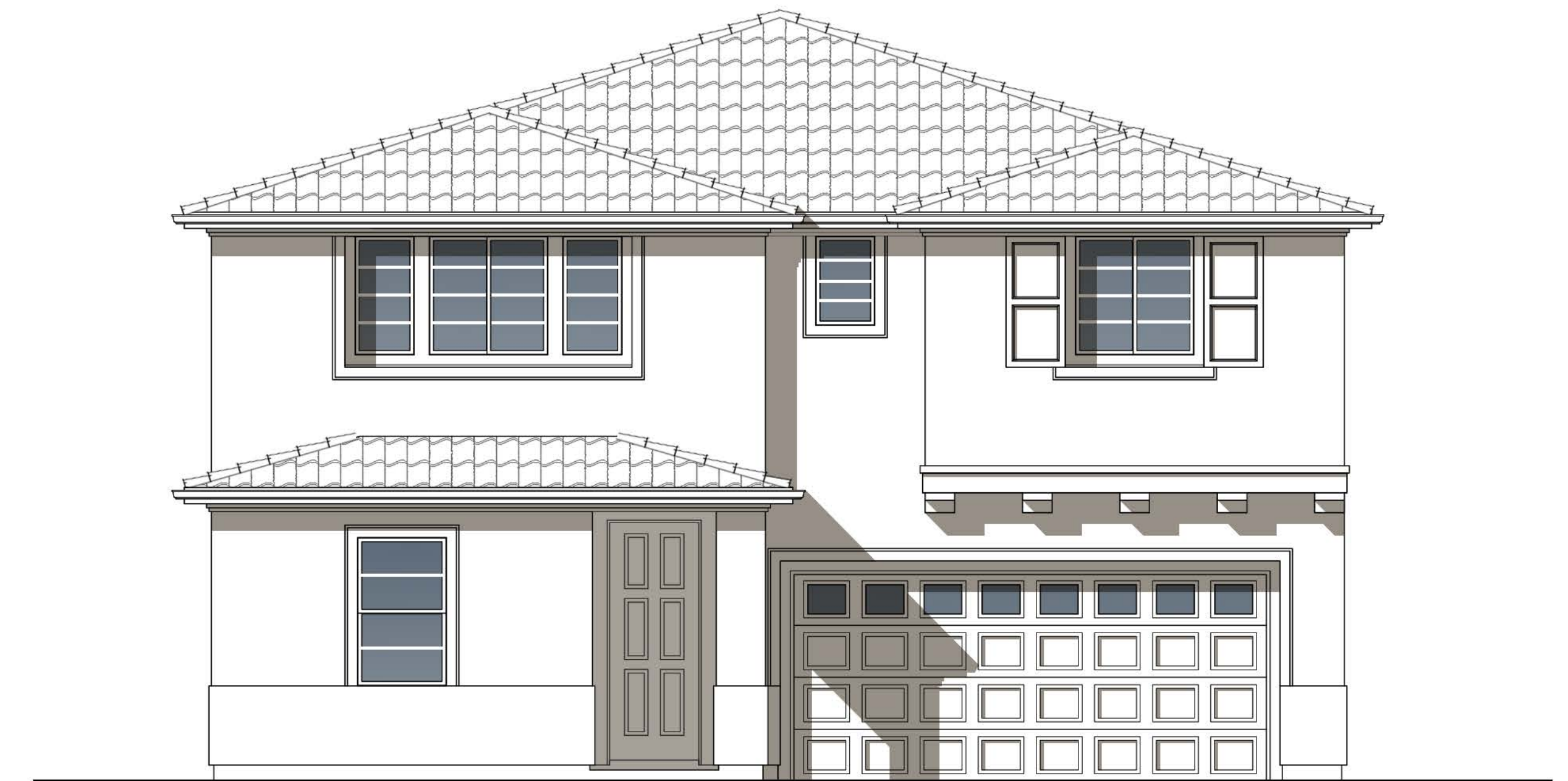
Right Elevation



Rear Elevation



Left Elevation



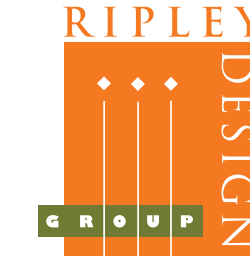
Front Elevation

PLAN 3258

Italianate Elevations

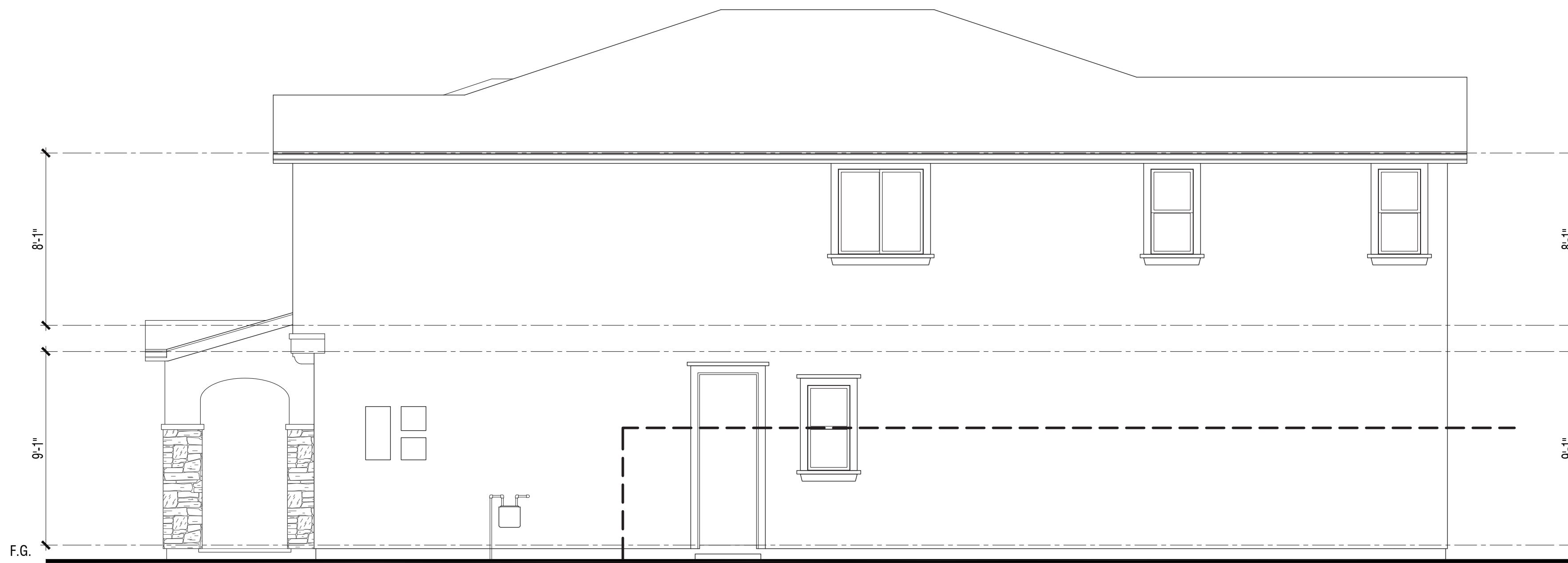
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

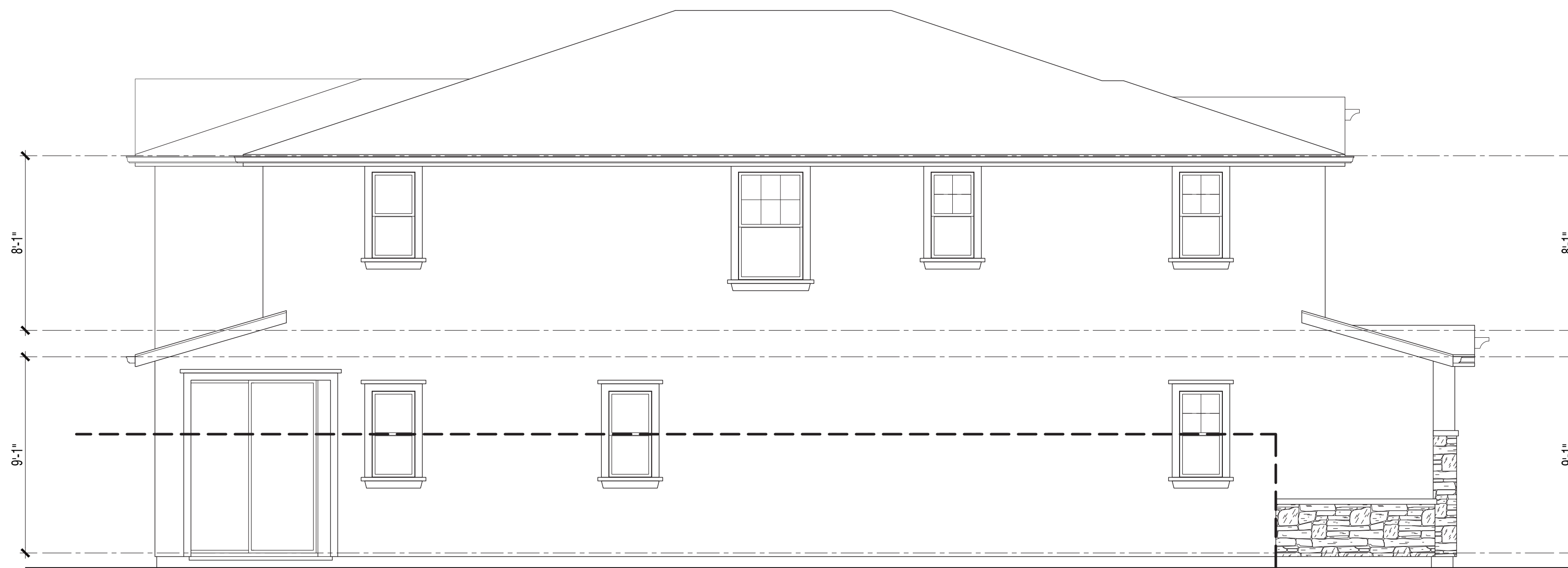
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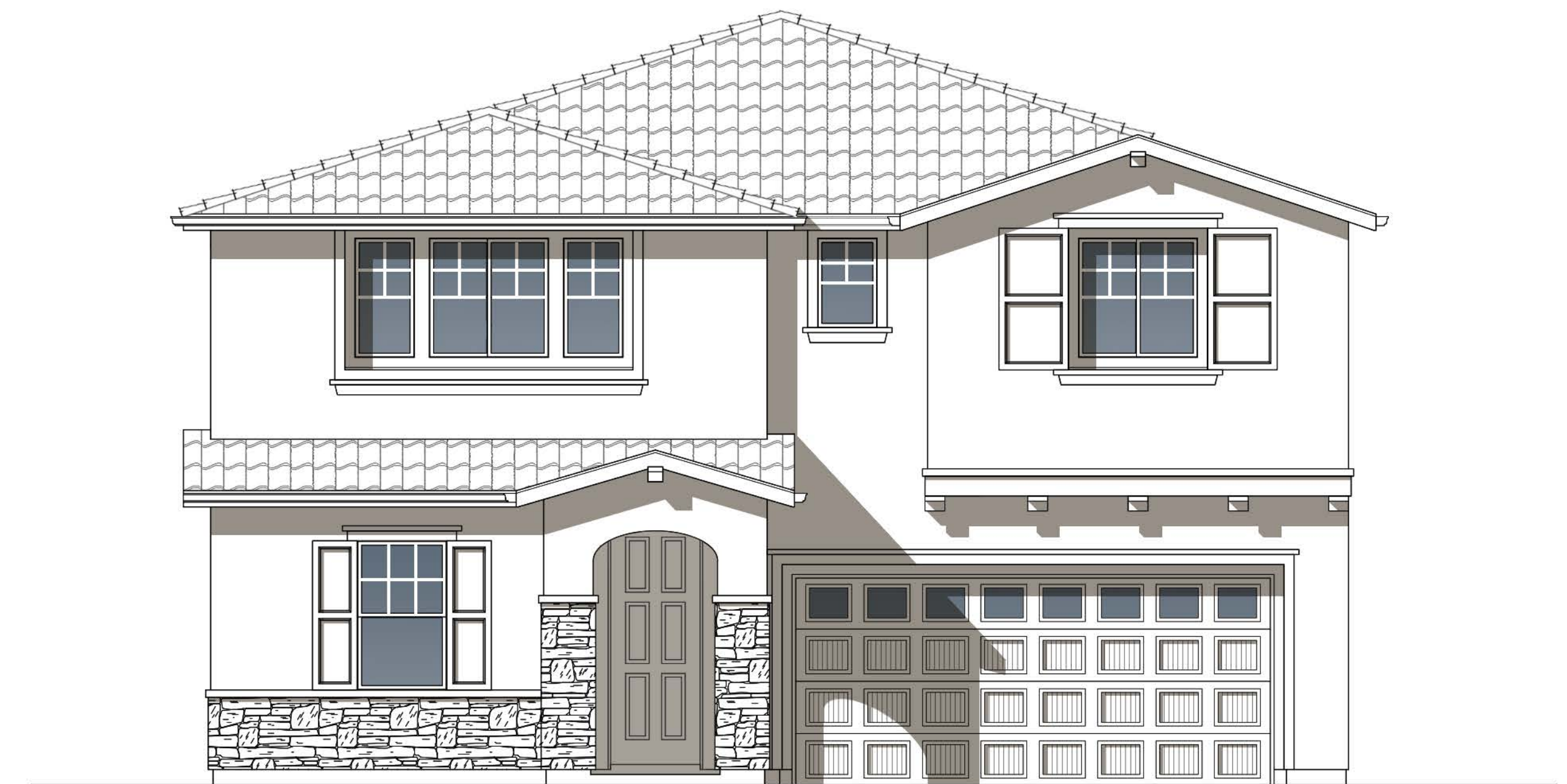
Right Elevation



Rear Elevation



Left Elevation



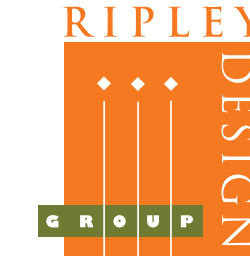
Front Elevation

PLAN 3258

Mediterranean Elevations

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A7.6

Spanish Elevations
Color Scheme 1A

ROOFING

FASCIA

STUCCO

GARAGE DOORS TRIM

SHUTTERS

PREFAB PIPES

FRONT DOOR

NEW HORIZONS

Morgan Hill, CA
D.R. HORTON
October 18, 2021 | 2021275

SCHEME 1A
'A' Elevations Only
Spanish

WHA.

For exact color refer to manufacturer actual samples.
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SCHEME 1A

'A' ELEVATIONS ONLY, SPANISH

Material	Color	Manufacturer
Roofing: Low Profile Concrete Tile	2605 San Benito Blend Ref: .20 Emi: .92 A.SRI: 21	Eagle
Gutters & Downspouts (<i>factory finish</i>)	Beaver Brown	Custom-Bilt Metals
Stucco (<i>lightface finish</i>)	SW 6142 Macadamia	Sherwin Williams
Trim Color #1 (<i>applied to</i>): Garage Doors Trim	SW 2823 Rookwood Clay	Sherwin Williams
Trim Color #2 (<i>applied to</i>): Fascia Front Door	SW 6090 Java	Sherwin Williams
Accent Color (<i>applied to</i>): Prefab Pipes @ Gables Shutters	SW 7705 Wheat Penny	Sherwin Williams
Decorative Metal (<i>if applicable</i>)	SW 7020 Black Fox	Sherwin Williams
Garage Man Door	Match Stucco Color	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase.
Contact Corie Rath (925) 463-1700.

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Spanish Elevations
Color Scheme 2A

ROOFING

FASCIA

STUCCO

GARAGE DOORS TRIM

SHUTTERS

PREFAB PIPES

FRONT DOOR

NEW HORIZONS

Morgan Hill, CA
D.R. HORTON
October 18, 2021 | 2021275

SCHEME 2A
'A' Elevations Only
Spanish

WHA.

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SCHEME 2A

'A' ELEVATIONS ONLY, SPANISH

Material	Color	Manufacturer
Roofing: Low Profile Concrete Tile	2646 Sunset Blend Ref: .16 Emi: .94 A.SRI: 17	Eagle
Gutters & Downspouts <i>(factory finish)</i>	Beaver Brown	Custom-Bilt Metals
Stucco <i>(lightface finish)</i>	SW 7558 Medici Ivory	Sherwin Williams
Trim Color #1 <i>(applied to):</i> Garage Doors Trim	SW 6144 Dapper Tan	Sherwin Williams
Trim Color #2 <i>(applied to):</i> Fascia Front Door	SW 6083 Sable	Sherwin Williams
Accent Color <i>(applied to):</i> Shutters	SW 6181 Secret Garden	Sherwin Williams
Prefab Pipes @ Gables	SW 7705 Wheat Penny	Sherwin Williams
Decorative Metal <i>(if applicable)</i>	SW 7020 Black Fox	Sherwin Williams
Garage Man Door	Match Stucco Color	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase.
Contact Corie Rath (925) 463-1700.

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Spanish Elevations
Color Scheme 4A

ROOFING

FASCIA

STUCCO

GARAGE DOORS TRIM

SHUTTERS

PREFAB PIPES

FRONT DOOR

NEW HORIZONS

Morgan Hill, CA
D.R. HORTON
October 18, 2021 | 2021275

SCHEME 4A
'A' Elevations Only
Spanish

WHA.

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SCHEME 4A

'A' ELEVATIONS ONLY, SPANISH

Material	Color	Manufacturer
Roofing: Low Profile Concrete Tile	2680 Los Padres Blend Ref: .24 Emi: .91 A.SRI: 25	Eagle
Gutters & Downspouts (<i>factory finish</i>)	Woodbeige	Custom-Bilt Metals
Stucco (<i>lightface finish</i>)	SW 7005 Pure White	Sherwin Williams
Trim Color #1 (<i>applied to</i>): Garage Doors Trim	SW 7038 Tony Taupe	Sherwin Williams
Trim Color #2 (<i>applied to</i>): Fascia Front Door	SW 7525 Tree Branch	Sherwin Williams
Accent Color (<i>applied to</i>): Shutters	SW 6223 Still Water	Sherwin Williams
Prefab Pipes @ Gables	SW 7705 Wheat Penny	Sherwin Williams
Decorative Metal (<i>if applicable</i>)	SW 7020 Black Fox	Sherwin Williams
Garage Man Door	Match Stucco Color	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase.
Contact Corie Rath (925) 463-1700.

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Spanish Elevations
Color Scheme 6A

ROOFING

FASCIA

STUCCO

GARAGE DOORS TRIM

SHUTTERS

PREFAB PIPES

FRONT DOOR

NEW HORIZONS

Morgan Hill, CA
D.R. HORTON
October 18, 2021 | 2021275

SCHEME 6A
'A' Elevations Only
Spanish

WHA.

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SCHEME 6A

'A' ELEVATIONS ONLY, SPANISH

Material	Color	Manufacturer
Roofing: Low Profile Concrete Tile	2555 Alhambra Ref: .22 Emi: .89 A.SRI: 22	Eagle
Gutters & Downspouts <i>(factory finish)</i>	Beaver Brown	Custom-Bilt Metals
Stucco <i>(lightface finish)</i>	SW 6141 Softer Tan	Sherwin Williams
Trim Color #1 <i>(applied to):</i> Garage Doors Trim	SW 6124 Cardboard	Sherwin Williams
Trim Color #2 <i>(applied to):</i> Fascia Front Door	SW 6104 Kaffee	Sherwin Williams
Accent Color <i>(applied to):</i> Shutters	SW 6215 Rocky River	Sherwin Williams
Prefab Pipes @ Gables	SW 7705 Wheat Penny	Sherwin Williams
Decorative Metal <i>(if applicable)</i>	SW 7020 Black Fox	Sherwin Williams
Garage Man Door	Match Stucco Color	Sherwin Williams

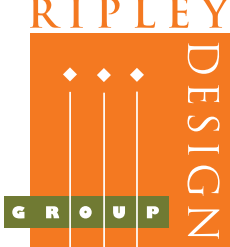
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Exterior Color & Materials

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

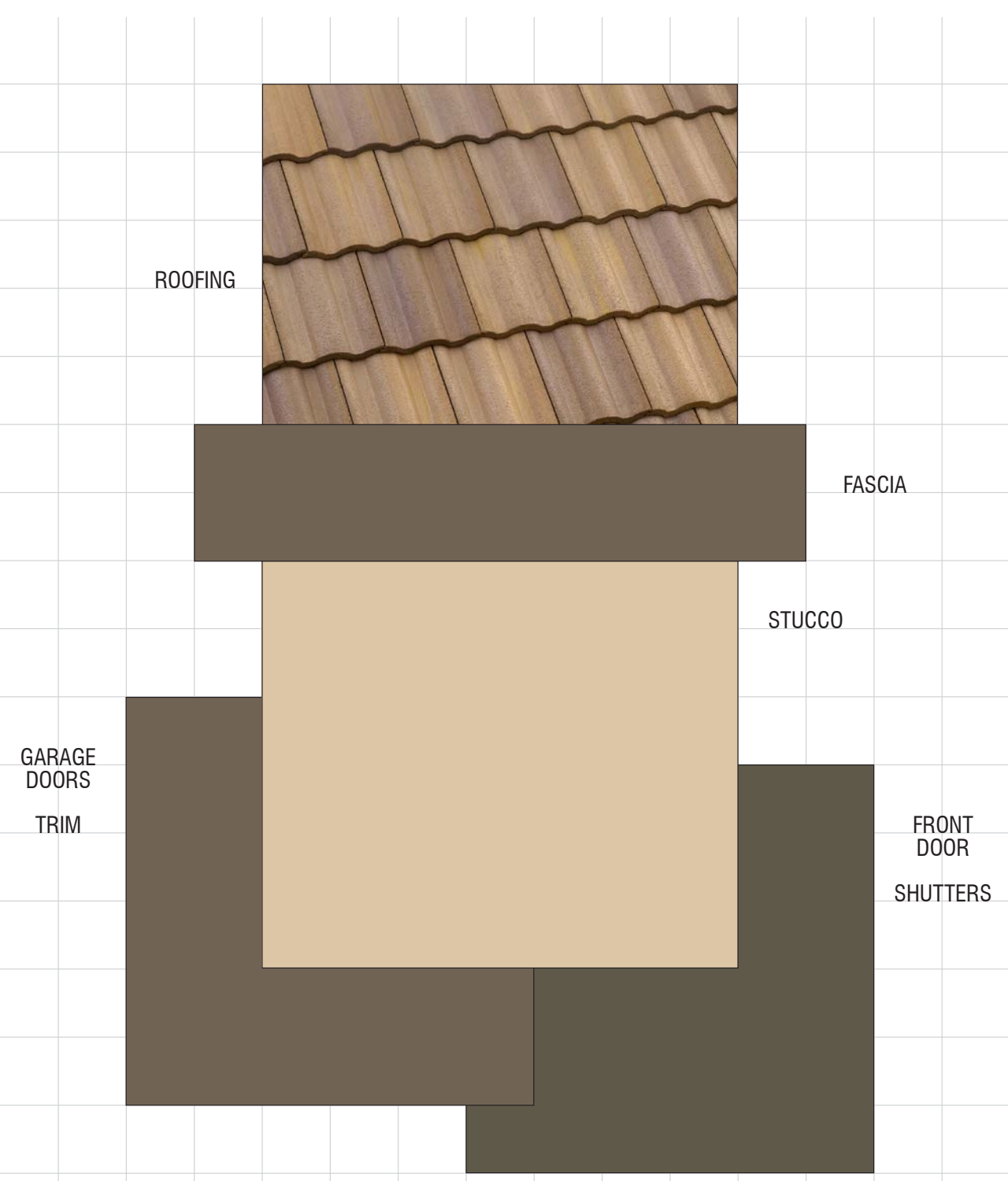
A8.1

Italianate Elevations
Color Scheme 1BH

Italianate Elevations
Color Scheme 2BH

Italianate Elevations
Color Scheme 5BH

Italianate Elevations
Color Scheme 6BH



NEW HORIZONS
Morgan Hill, CA
D.R. HORTON
October 18, 2021 | 2021275

SCHEME 1BH
"B" Elevations Only
Italianate

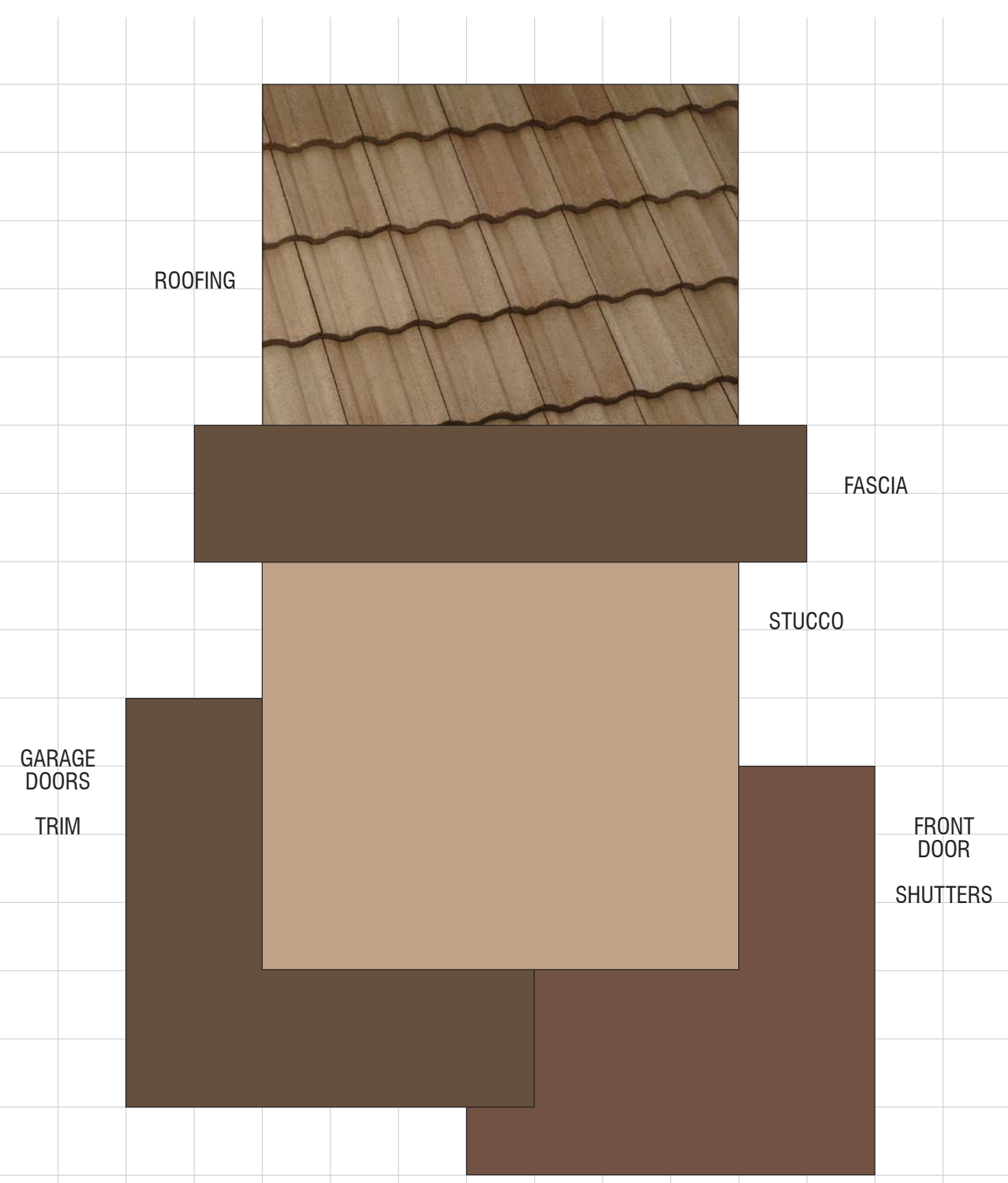
WHA.
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ORANGE COUNTY • LOS ANGELES • SAN JOSE

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SCHEME 1BH		'B' ELEVATIONS ONLY, ITALIANATE	
Material		Color	Manufacturer
Roofing: Low Profile Concrete Tile		2702 Calabar Blend Ref: .18 Emi: .88 A.SRI: 20	Eagle
Gutters & Downspouts (factory finish)		Bronze	Custom-Bilt Metals
Stucco (lightlace finish)		SW 7696 Toasted Pine Nut	Sherwin Williams
Trim Color (applied to): Fascia Garage Doors Trim		SW 7040 Smokehouse	Sherwin Williams
Accent Color (applied to): Front Door Shutters		SW 6167 Garden Gate	Sherwin Williams
Decorative Metal (if applicable)		SW 7020 Black Fox	Sherwin Williams
Garage Man Door		Match Stucco Color	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Corie Rath (925) 463-1700.

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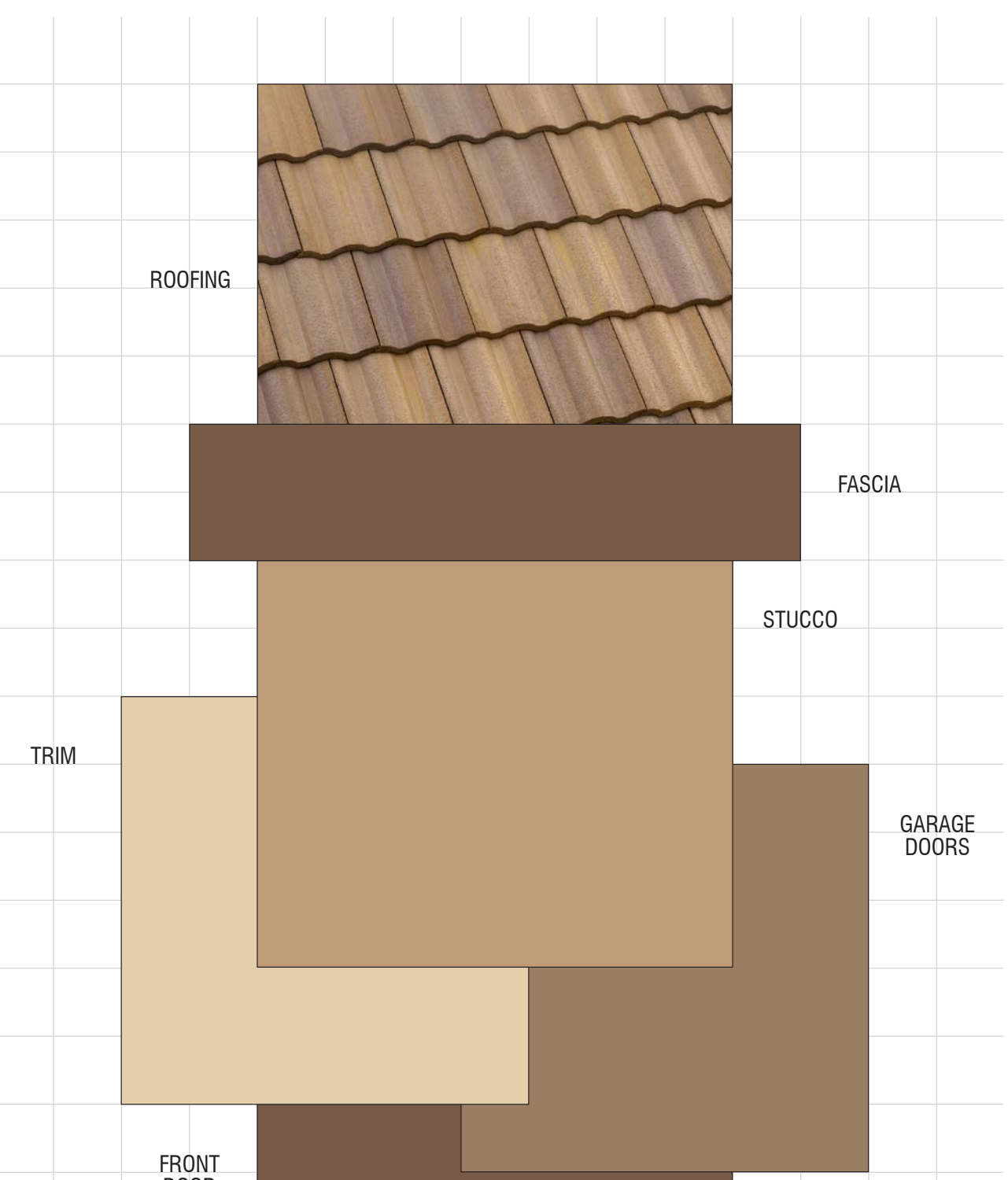
NEW HORIZONS
Morgan Hill, CA
D.R. HORTON
October 18, 2021 | 2021275

SCHEME 2BH
"B" Elevations Only
Italianate

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SCHEME 2BH		'B' ELEVATIONS ONLY, ITALIANATE	
Material		Color	Manufacturer
Roofing: Low Profile Concrete Tile	2646 Sunset Blend Ref: .16 Emi: .94 A.SRI: 17	Eagle	
Gutters & Downspouts <i>(factory finish)</i>	Beaver Brown	Custom-Bilt Metals	
Stucco <i>(lightface finish)</i>	SW 7714 Oak Barrel	Sherwin Williams	
Trim Color <i>(applied to):</i> Fascia Garage Doors Trim	SW 6104 Kaffee	Sherwin Williams	
Accent Color <i>(applied to):</i> Front Door Shutters	SW 6068 Brevity Brown	Sherwin Williams	
Decorative Metal <i>(if applicable)</i>	SW 7020 Black Fox	Sherwin Williams	
Garage Man Door	Match Stucco Color	Sherwin Williams	
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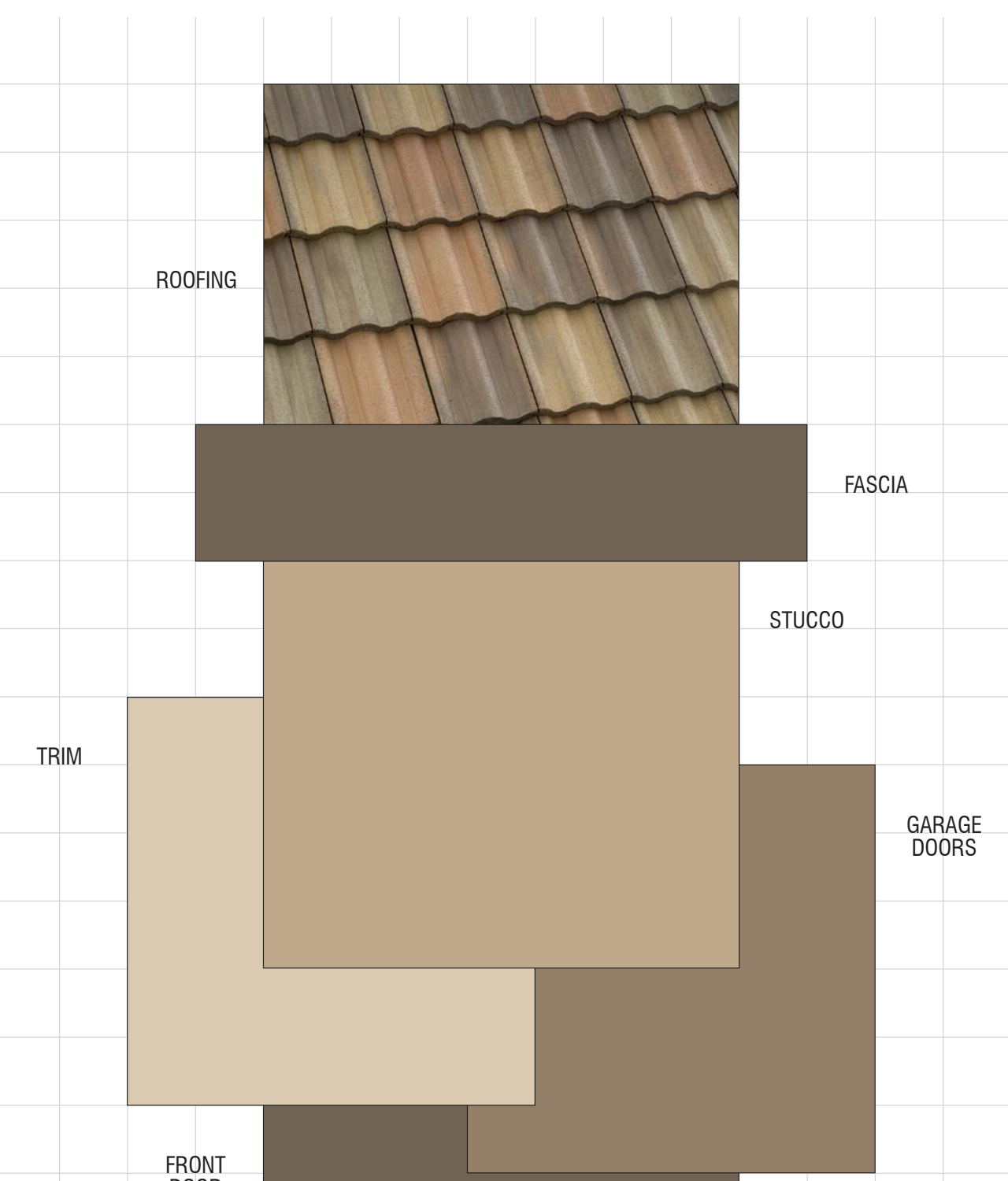
NEW HORIZONS
Morgan Hill, CA
D.R. HORTON
October 18, 2021 | 2021275

SCHEME 5BH
"B" Elevations Only
Italianate

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SCHEME 5BH			'B' ELEVATIONS ONLY, ITALIANATE		
Material		Color	Manufacturer		
Roofing: Low Profile Concrete Tile		2702 Calabar Blend Ref: .18 Emi: .88 A.SRI: 20	Eagle		
Gutters & Downspouts (factory finish)		Beaver Brown	Custom-Bilt Metals		
Stucco (lightlace finish)		SW 7695 Mesa Tan	Sherwin Williams		
Trim Color #1 (applied to): Trim		SW 6127 Ivoire	Sherwin Williams		
Trim Color #2 (applied to): Fascia Front Door Shutters		SW 6089 Grounded	Sherwin Williams		
Trim Color #3 (applied to): Garage Doors		SW 2823 Rookwood Clay	Sherwin Williams		
Decorative Metal (if applicable)		SW 7020 Black Fox	Sherwin Williams		
Garage Man Door		Match Stucco Color	Sherwin Williams		
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NEW HORIZONS
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SCHEME 6BH
"B" Elevations Only
Italianate

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SCHEME 6BH

'B' ELEVATIONS ONLY, ITALIANATE

Material		Color	Manufacturer
Roofing: Low Profile Concrete Tile		2773 Walnut Creek Blend Ref: .20 Emi: .94 A.SRI: 23	Eagle
Gutters & Downspouts (<i>factory finish</i>)		Bronze	Custom-Bilt Metals
Stucco (<i>lightlace finish</i>)		SW 6143 Basket Beige	Sherwin Williams
Trim Color #1 (<i>applied to:</i> Trim		SW 6141 Softer Tan	Sherwin Williams
Trim Color #2 (<i>applied to:</i> Fascia Front Door Shutters		SW 7040 Smokehouse	Sherwin Williams
Trim Color #3 (<i>applied to:</i> Garage Doors		SW 2841 Weathered Shingle	Sherwin Williams
Decorative Metal (<i>if applicable</i>)		SW 7020 Black Fox	Sherwin Williams
Garage Man Door		Match Stucco Color	Sherwin Williams

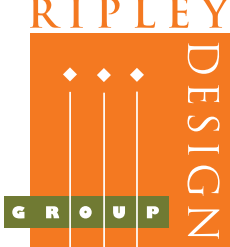
NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Corie Rath (925) 463-1700.

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Exterior Color & Materials

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A8.2

Mediterranean Elevations
Color Scheme 1D

Mediterranean Elevations
Color Scheme 2D

Mediterranean Elevations
Color Scheme 4D

Mediterranean Elevations
Color Scheme 8D

Diagram showing color scheme 1D for Mediterranean elevations. The diagram includes labels for ROOFING, FASCIA, STUCCO, TRIM, GARAGE DOORS, FRONT DOOR SHUTTERS, and STONE. The color palette is defined by the following table:

Material	Color	Manufacturer
Roofing: Low Profile Concrete Tile	2645 Sunrise Blend Ref: .18 Emi: .93 A.SRI: 22	Eagle
Gutters & Downspouts (factory finish)	Beaver Brown	Custom-Bilt Metals
Manufactured Stone (if applicable)	Orchard Cypress Ridge	Eldorado
Mortar @ Stone (standard raked joints)	Khaki	Orco
Stucco (lightface finish)	SW 6108 Latte	Sherwin Williams
Trim Color #1 (applied to): Trim	SW 6141 Softer Tan	Sherwin Williams
Trim Color #2 (applied to): Fascia Garage Doors	SW 6103 Tea Chest	Sherwin Williams
Accent Color (applied to): Front Door Shutters	SW 6062 Vintage Leather	Sherwin Williams
Decorative Metal (if applicable)	SW 7020 Black Fox	Sherwin Williams
Garage Man Door	Match Stucco Color	Sherwin Williams

NEW HORIZONS
Morgan Hill, CA
D.R. HORTON
October 18, 2021 | 2021275

SCHEME 1D
'C' Elevations Only
Mediterranean

WHA.
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For exact color refer to manufacturer actual samples.
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Diagram showing color scheme 2D for Mediterranean elevations. The diagram includes labels for ROOFING, FASCIA, STUCCO, TRIM, GARAGE DOORS, FRONT DOOR SHUTTERS, and STONE. The color palette is defined by the following table:

Material	Color	Manufacturer
Roofing: Low Profile Concrete Tile	2680 Los Padres Blend Ref: .24 Emi: .91 A.SRI: 25	Eagle
Gutters & Downspouts (factory finish)	Bronze	Custom-Bilt Metals
Manufactured Stone (if applicable)	Montecito Cliffstone	Eldorado
Mortar @ Stone (standard raked joints)	Tan	Orco
Stucco (lightface finish)	SW 7689 Row House Tan	Sherwin Williams
Trim Color #1 (applied to): Trim	SW 7557 Summer White	Sherwin Williams
Trim Color #2 (applied to): Fascia Garage Doors	SW 6153 Protège Bronze	Sherwin Williams
Accent Color (applied to): Front Door Shutters	SW 0045 Antiquarian Brown	Sherwin Williams
Decorative Metal (if applicable)	SW 7020 Black Fox	Sherwin Williams
Garage Man Door	Match Stucco Color	Sherwin Williams

NEW HORIZONS
Morgan Hill, CA
D.R. HORTON
October 18, 2021 | 2021275

SCHEME 2D
'C' Elevations Only
Mediterranean

WHA.
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For exact color refer to manufacturer actual samples.
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Diagram showing color scheme 4D for Mediterranean elevations. The diagram includes labels for ROOFING, FASCIA, STUCCO, TRIM, GARAGE DOORS, FRONT DOOR SHUTTERS, and STONE. The color palette is defined by the following table:

Material	Color	Manufacturer
Roofing: Low Profile Concrete Tile	2773 Walnut Creek Blend Ref: .20 Emi: .94 A.SRI: 23	Eagle
Gutters & Downspouts (factory finish)	Beaver Brown	Custom-Bilt Metals
Manufactured Stone (if applicable)	Lantana Cliffstone	Eldorado
Mortar @ Stone (standard raked joints)	Khaki	Orco
Stucco (lightface finish)	SW 7714 Oak Barrel	Sherwin Williams
Trim Color #1 (applied to): Trim	SW 6112 Biscuit	Sherwin Williams
Trim Color #2 (applied to): Fascia Garage Doors	SW 7027 Hickory Smoke	Sherwin Williams
Accent Color (applied to): Front Door Shutters	SW 6208 Pewter Green	Sherwin Williams
Decorative Metal (if applicable)	SW 7020 Black Fox	Sherwin Williams
Garage Man Door	Match Stucco Color	Sherwin Williams

NEW HORIZONS
Morgan Hill, CA
D.R. HORTON
October 18, 2021 | 2021275

SCHEME 4D
'C' Elevations Only
Mediterranean

WHA.
ARCHITECTS • PLANNERS • DESIGNERS
ORANGE COUNTY • LOS ANGELES • BAY AREA

For exact color refer to manufacturer actual samples.
© 2021 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA

Diagram showing color scheme 8D for Mediterranean elevations. The diagram includes labels for ROOFING, FASCIA, STUCCO, TRIM, GARAGE DOORS, FRONT DOOR SHUTTERS, and STONE. The color palette is defined by the following table:

Material	Color	Manufacturer
Roofing: Low Profile Concrete Tile	2702 Calabar Blend Ref: .18 Emi: .88 A.SRI: 20	Eagle
Gutters & Downspouts (factory finish)	Beaver Brown	Custom-Bilt Metals
Manufactured Stone (if applicable)	Polemo Country Rubble	Eldorado
Mortar @ Stone (standard raked joints)	Wheat	Orco
Stucco (lightface finish)	SW 7519 Mexican Sand	Sherwin Williams
Trim Color #1 (applied to): Trim	SW 7517 Rivers Edge	Sherwin Williams
Trim Color #2 (applied to): Fascia Garage Doors	SW 7520 Dark Brown	Sherwin Williams
Accent Color (applied to): Front Door Shutters	SW 7076 Cyberspace	Sherwin Williams
Decorative Metal (if applicable)	SW 7020 Black Fox	Sherwin Williams
Garage Man Door	Match Stucco Color	Sherwin Williams

NEW HORIZONS
Morgan Hill, CA
D.R. HORTON
October 18, 2021 | 2021275

SCHEME 8D
'C' Elevations Only
Mediterranean

WHA.
ARCHITECTS • PLANNERS • DESIGNERS
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For exact color refer to manufacturer actual samples.
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SCHEME 1D 'C' ELEVATIONS ONLY, MEDITERRANEAN		
Material	Color	Manufacturer
Roofing: Low Profile Concrete Tile	2645 Sunrise Blend Ref: .18 Emi: .93 A.SRI: 22	Eagle
Gutters & Downspouts (factory finish)	Beaver Brown	Custom-Bilt Metals
Manufactured Stone (if applicable)	Orchard Cypress Ridge	Eldorado
Mortar @ Stone (standard raked joints)	Khaki	Orco
Stucco (lightface finish)	SW 6108 Latte	Sherwin Williams
Trim Color #1 (applied to): Trim	SW 6141 Softer Tan	Sherwin Williams
Trim Color #2 (applied to): Fascia Garage Doors	SW 6103 Tea Chest	Sherwin Williams
Accent Color (applied to): Front Door Shutters	SW 6062 Vintage Leather	Sherwin Williams
Decorative Metal (if applicable)	SW 7020 Black Fox	Sherwin Williams
Garage Man Door	Match Stucco Color	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Corie Rath (925) 463-1700.

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SCHEME 2D 'C' ELEVATIONS ONLY, MEDITERRANEAN		
Material	Color	Manufacturer
Roofing: Low Profile Concrete Tile	2680 Los Padres Blend Ref: .24 Emi: .91 A.SRI: 25	Eagle
Gutters & Downspouts (factory finish)	Bronze	Custom-Bilt Metals
Manufactured Stone (if applicable)	Montecito Cliffstone	Eldorado
Mortar @ Stone (standard raked joints)	Tan	Orco
Stucco (lightface finish)	SW 7689 Row House Tan	Sherwin Williams
Trim Color #1 (applied to): Trim	SW 7557 Summer White	Sherwin Williams
Trim Color #2 (applied to): Fascia Garage Doors	SW 6153 Protège Bronze	Sherwin Williams
Accent Color (applied to): Front Door Shutters	SW 0045 Antiquarian Brown	Sherwin Williams
Decorative Metal (if applicable)	SW 7020 Black Fox	Sherwin Williams
Garage Man Door	Match Stucco Color	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Corie Rath (925) 463-1700.

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SCHEME 4D 'C' ELEVATIONS ONLY, MEDITERRANEAN		
Material	Color	Manufacturer
Roofing: Low Profile Concrete Tile	2773 Walnut Creek Blend Ref: .20 Emi: .94 A.SRI: 23	Eagle
Gutters & Downspouts (factory finish)	Beaver Brown	Custom-Bilt Metals
Manufactured Stone (if applicable)	Lantana Cliffstone	Eldorado
Mortar @ Stone (standard raked joints)	Khaki	Orco
Stucco (lightface finish)	SW 7714 Oak Barrel	Sherwin Williams
Trim Color #1 (applied to): Trim	SW 6112 Biscuit	Sherwin Williams
Trim Color #2 (applied to): Fascia Garage Doors	SW 7027 Hickory Smoke	Sherwin Williams
Accent Color (applied to): Front Door Shutters	SW 6208 Pewter Green	Sherwin Williams
Decorative Metal (if applicable)	SW 7020 Black Fox	Sherwin Williams
Garage Man Door	Match Stucco Color	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Corie Rath (925) 463-1700.

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SCHEME 8D 'C' ELEVATIONS ONLY, MEDITERRANEAN		
Material	Color	Manufacturer
Roofing: Low Profile Concrete Tile	2702 Calabar Blend Ref: .18 Emi: .88 A.SRI: 20	Eagle
Gutters & Downspouts (factory finish)	Beaver Brown	Custom-Bilt Metals
Manufactured Stone (if applicable)	Polemo Country Rubble	Eldorado
Mortar @ Stone (standard raked joints)	Wheat	Orco
Stucco (lightface finish)	SW 7519 Mexican Sand	Sherwin Williams
Trim Color #1 (applied to): Trim	SW 7517 Rivers Edge	Sherwin Williams
Trim Color #2 (applied to): Fascia Garage Doors	SW 7520 Dark Brown	Sherwin Williams
Accent Color (applied to): Front Door Shutters	SW 7076 Cyberspace	Sherwin Williams
Decorative Metal (if applicable)	SW 7020 Black Fox	Sherwin Williams
Garage Man Door	Match Stucco Color	Sherwin Williams

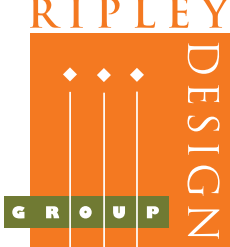
NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Corie Rath (925) 463-1700.

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Exterior Color & Materials

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A8.3



ENTRY PLAZA

1. Benches
2. Enhanced paving
3. Amazon Hub Box
4. Neighborhood Library Box

NEW HORIZONS TRAIL

SENIOR COTTAGES

ADULT FITNESS AREA

1. Outdoor Fitness Equipment by Kompan
2. Benches
3. Shade Sails

COVERED POOL LOUNGE

SENIOR LIVING AMENITIES

1. Outdoor Courtyard
2. Outdoor Tables & Benches
3. Outdoor Shade Arbors

COMMUNITY ENTRY PLAZA

1. Trellis
2. Benches
3. Monument Sign

PARKS & RECREATION

COMMUNITY ENTRY AND PARK EXHIBIT

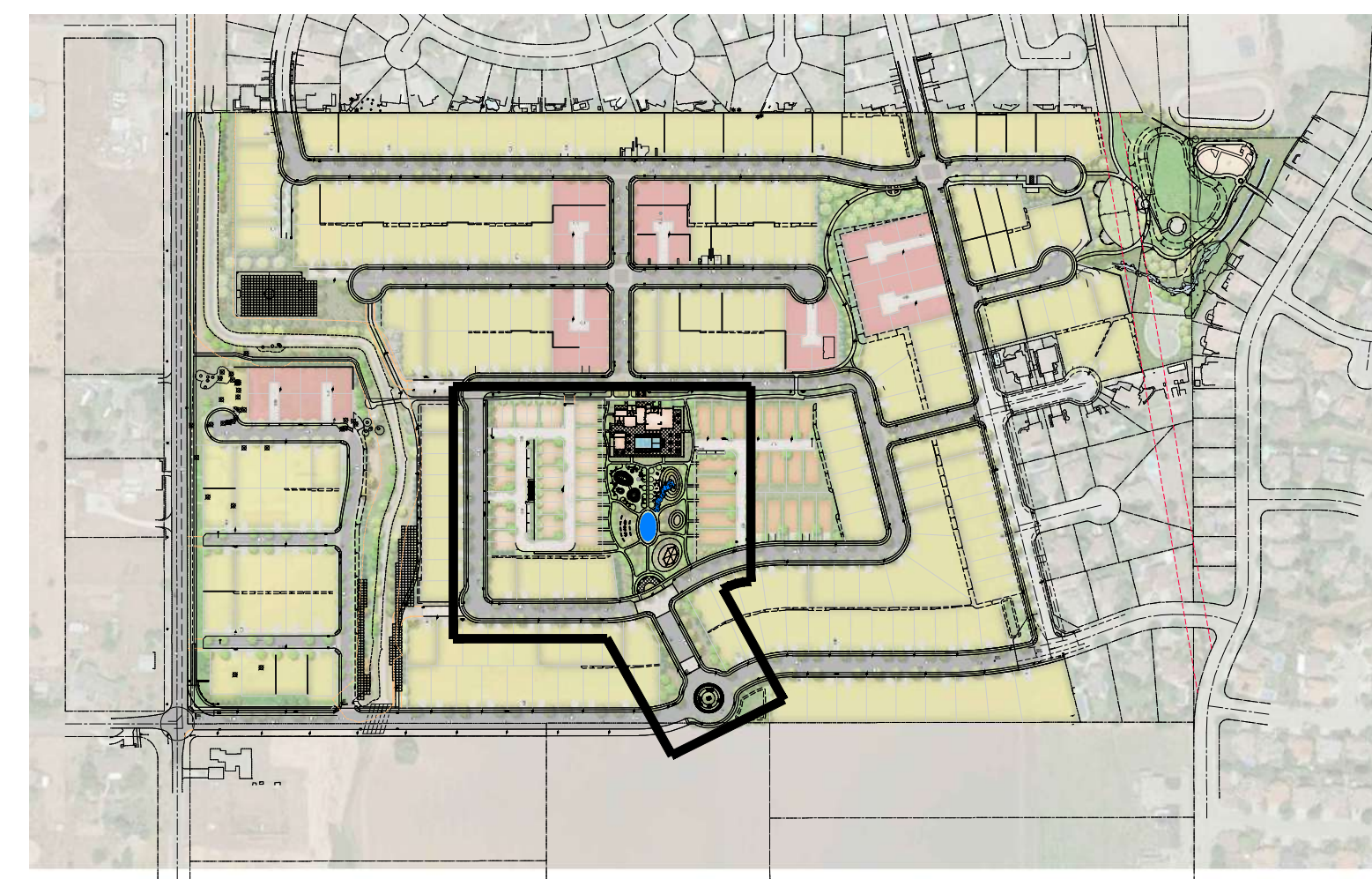
PLAYGROUND

1. Artificial Turf Mounds
2. Twig Benches
3. Kompan Play Equipment

TRAIL AROUND PARK

TRAFFIC CIRCLE

1. Specimen Oak Tree Planting
2. Landscaped Berm with boulders
3. Traffic calming / Community Entrance



NEW HORIZONS TRAIL MAP
SCALE: NTS

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE 3/15/2023
SCALE AS SHOWN

L-2A

ZA2021-0001

ENTRY PLAZA
1. Benches
2. Enhanced paving

AMAZON HUB BOX

SENIOR DUETS

POOL / POND
EQUIPMENT ROOM

COVERED POOL LOUNGE

CLUBHOUSE

POOL

SENIOR COTTAGES

NEIGHBORHOOD
LIBRARY BOX

CLUBHOUSE / POOL
ENCLOSURE

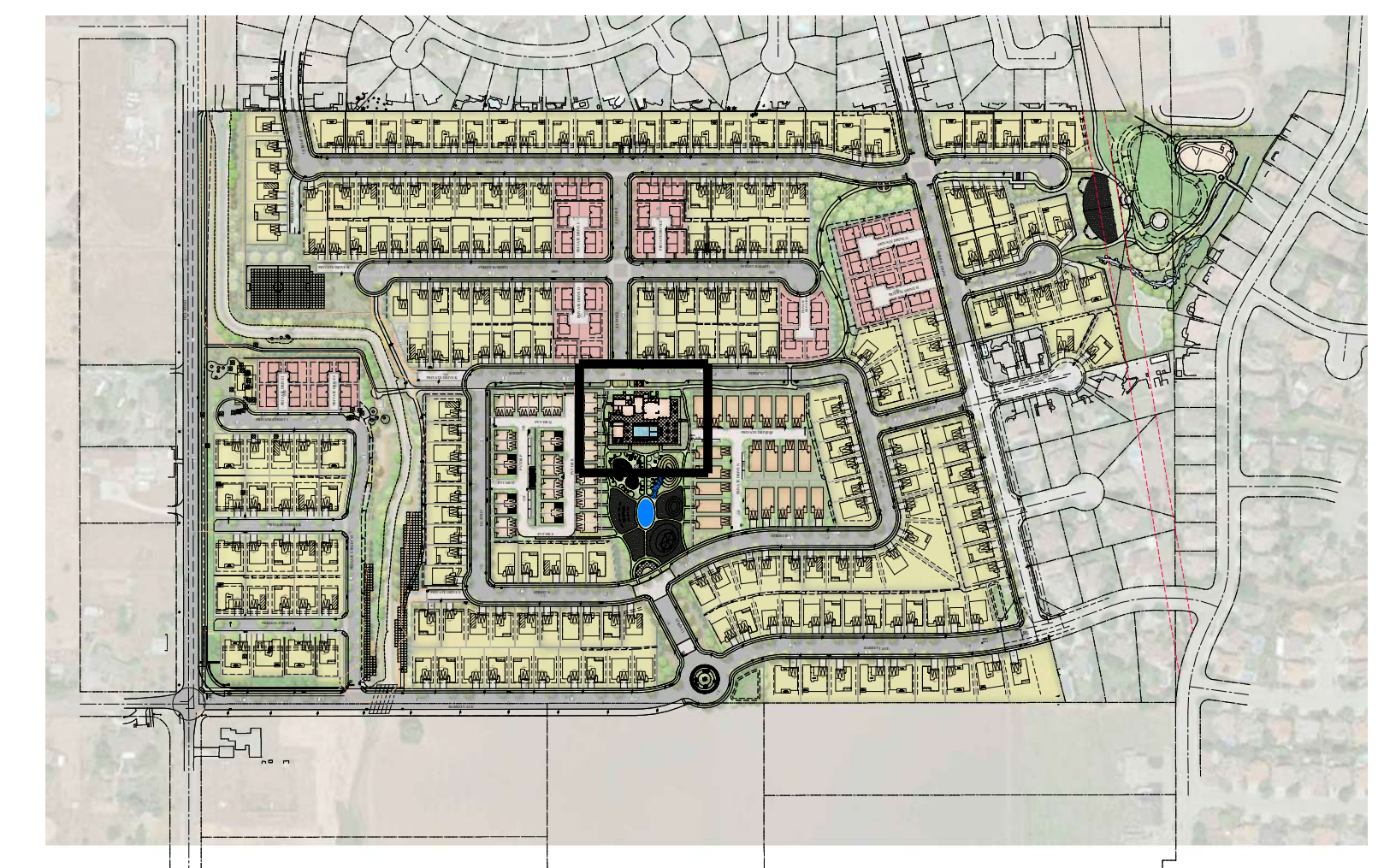
CLUBHOUSE PATIO

BL
P-1X

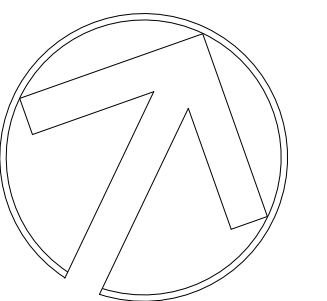
BL
P-1X

BL
P-2

BL
P-2



NEW HORIZONS TRAIL MAP
SCALE: NTS



0 8 16 32 48

COMMUNITY CLUBHOUSE EXHIBIT
SCALE: 1/16" = 1'-0"

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE 3/15/2023
SCALE AS SHOWN

L-2B
ZA2021-0001



WATER FEATURE

- 1. Outdoor Fitness Equipment by Kompan
- 2. Benches



ADULT FITNESS AREA

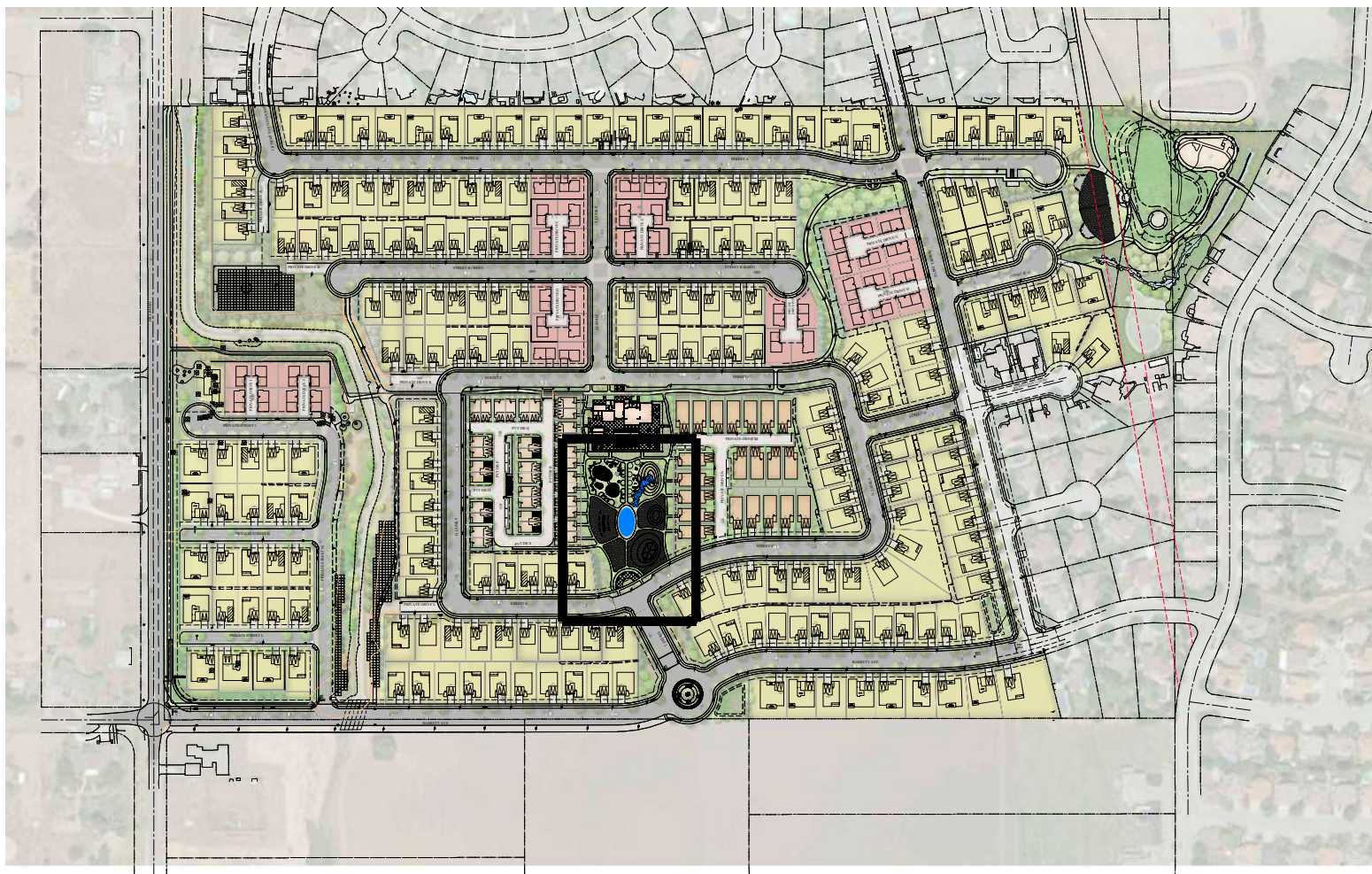
POOL/ CLUBHOUSE ENTRY/EXIT



READING AND MEDITATION PARK

POOL/ CLUBHOUSE ENTRY/EXIT

- 1. Kompan Natural Play Equipment
- 2. Twig Benches by Tournesol
- 3. Paso Collection Platforms by Tournesol
- 4. Children's Tunnels / Mounds / Bridge



NEW HORIZONS TRAIL MAP
SCALE: NTS

COMMUNITY SOCIAL ZONE / EVENTS ZONE

- 1. Shade structures
- 2. Lawn Seating



COMMUNITY ENTRANCE

- 1. Plaza 2. Benches 3. Monument Sign 4. Accent Trees

ART ZONE

- 1. Painting boards
- 2. Outdoor music equipment



VIEWING ZONE

- 1. Sun loungers
- 2. Lightweight GFRC Benches



NEW HORIZONS COMMUNITY PARK
SCALE: 1/16" = 1'-0"

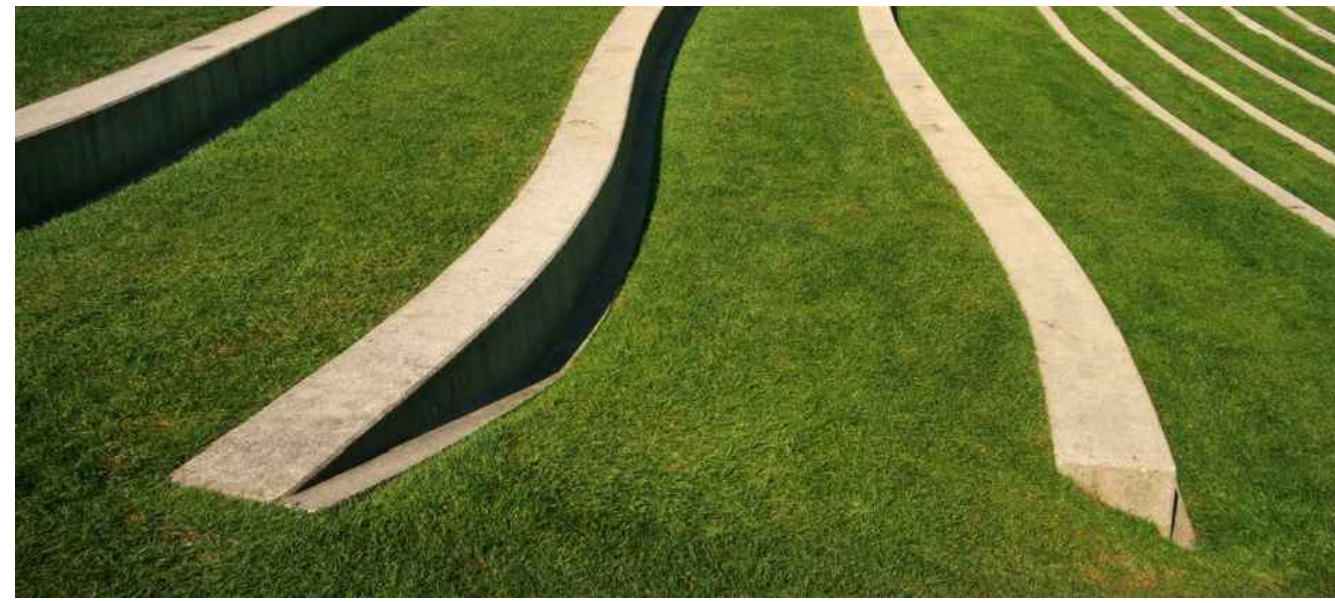
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE 3/15/2023
SCALE AS SHOWN

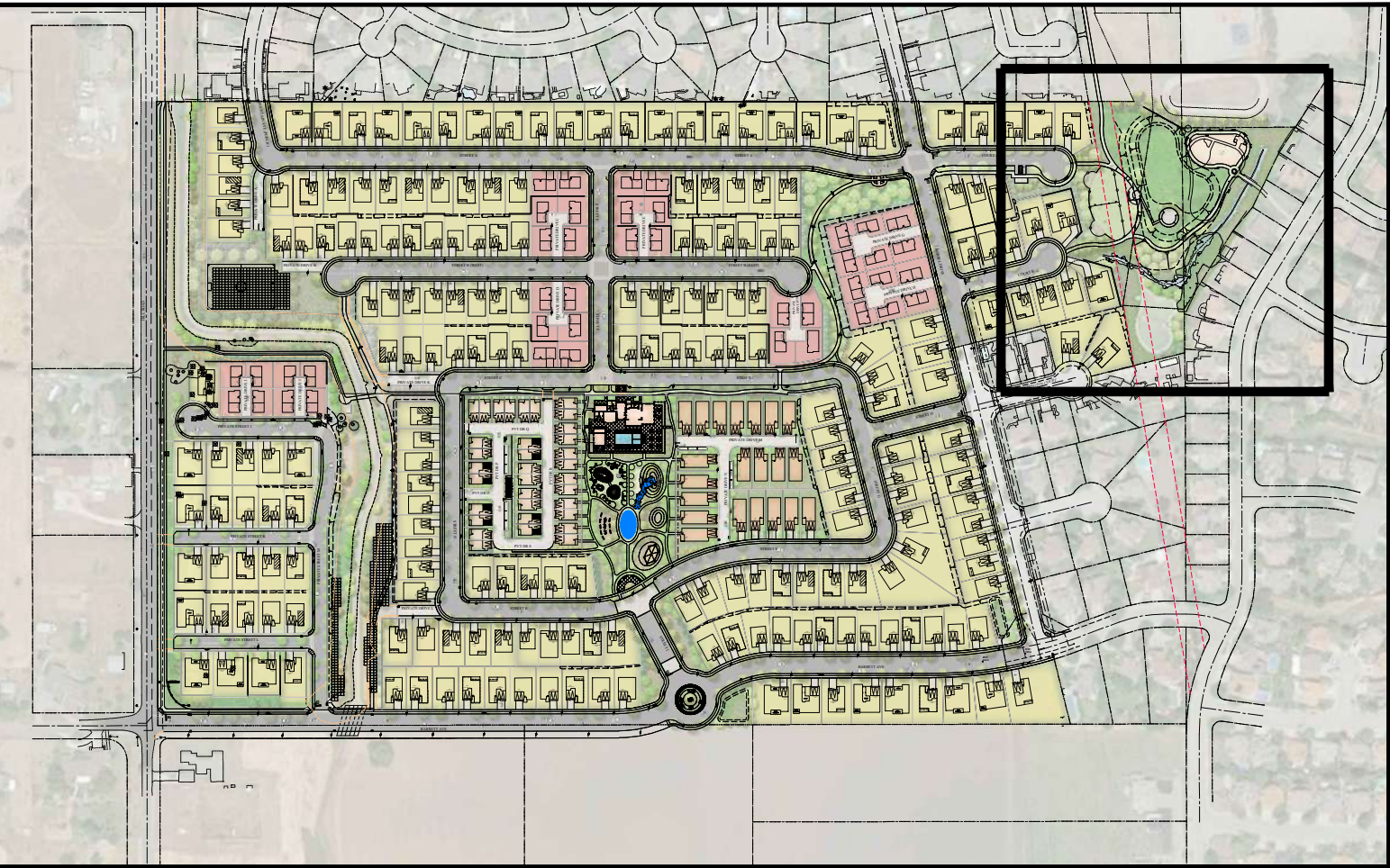
L-2C
ZA2021-0001



NEW HORIZONS TRAIL CONNECTION TO JACKSON SCHOOL AND ADJACENT NEIGHBORHOOD



NEIGHBORHOOD CONNECTION
JACKSON PARK SIGNAGE
ADA PARKING



NEW HORIZONS TRAIL MAP
SCALE: NTS



JACKSON PARK RENOVATION
SCALE: 1" = 40'-0"



NEW CHAIN LINK FENCE ATOP NEW MODULAR MASONRY RETAINING WALL AT PROPERTY LINE WITH JACKSON SCHOOL

NEW CHAIN LINK FENCE AT PROPERTY LINE WITH JACKSON SCHOOL

JACKSON PARK
1. Hardscape Improvements
2. Existing Playground to remain
3. Benches

TRAIL CONNECTION TO EXISTING JACKSON PARK BRIDGE

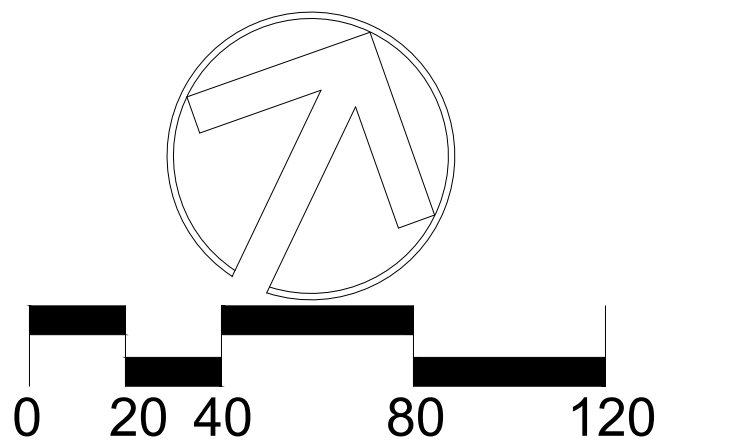
"DUAL USE" STORM WATER DETENTION BASIN

"AMPHITHEATER"

TRAIL

FUTURE
1. Riparian Habitat Overlook
2. Interpretive Signage
3. Picnic Areas

PARKS & RECREATION JACKSON PARK RENOVATION EXHIBIT



NEW HORIZONS AT MORGAN HILL BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE 3/15/2023
SCALE AS SHOWN

L-3
ZA2021-0001

TREES



AESCULUS CALIFORNICA
CALIFORNIA BUCKEYE



ALNUS RHOMBIFOLIA
WHITE ALDER



CERCIS CANADENSIS
'FOREST PANSY'
WESTERN REDBUD



PLATANUS RACEMOSA
CALIFORNIA SYCAMORE



QUERCUS LOBATA
VALLEY OAK

SHRUBS



BACCHARIS PILULARIS
'TWIN PEAKS'
DWARF COYOTE BUSH



CALYCANTHUS
OCCIDENTALIS
SPICE BUSH



CARPENTERIA
CALIFORNICA
BUSH ANEMONE



CISTUS X SKANBERGII
ROCKROSE



CORNUS SERICEA
'BAILEY'
RED OSIER DOGWOOD

SHRUBS



MIMULUS CARDINALIS
SCARLET MONKEY
FLOWER



RHAMNUS CALIFORNICA
MOUND SAN BRUNO
COFFEBERRY



RHUS OVATA
SUGAR BUSH



RIBES SANGUINEUM
PINK FLOWERING CURRANT



ROSA CALIFORNICA
WILD ROSE

SHRUBS



SAMBUCUS NIGRA
BLUE ELDERBERRY



ZAUSCHNERIA CALIFORNICA
'CATALINA'
ISLAND CALIFORNIA FUCHSIA

GRASSES



CAREX PRAEGRACILIS
FIELD SEDGE



CHONDROPETALUM ELEPHANTINUM
LARGE CAPE RUSH

GRASSES



FESTUCA IDAHENSIS
'SISIYOU BLUE'
SISIYOU BLUE FESCUE



HELOCHARIS MONTEVIDENSIS
COMMON SPIKE RUSH



JUNCUS EFFUSUS
COMMON RUSH



MUHLENBERGIA RIGENS
DEER GRASS

PLANT PALATTE - RIPARIAN PLANTS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS	NATIVE
TREES:					
ALN RHO	ALNUS RHOMBIFOLIA	WHITE ALDER	24"BOX	H	YES
AES CAL	AESCULUS CALIFORNICA	CALIFORNIA BUCKEYE	15 GAL	L	YES
CER CAN	CERCIS CANADENSIS 'FOREST PANSY'	WESTERN REDBUD	24"BOX	L	YES
PLA RAC	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE	24"BOX	M	YES
QUE LOB	QUERCUS LOBATA	VALLEY OAK	24"BOX	L	YES
SHRUBS:					
BAC PIL	BACCHARIS PILULARIS 'TWIN PEAKS'	DWARF COYOTE BUSH	5 GAL	L	YES
CAL OCC	CALYCANTHUS OCCIDENTALIS	SPICE BUSH	5 GAL	L	YES
CAR CAL	CARPENTERIA CALIFORNICA	BUSH ANEMONE	5 GAL	L	YES
CIS SKA	CISTUS X SKANBERGII	ROCKROSE	1 GAL.	L	YES
COR SER	CORNUS SERICEA 'BAILEY'	RED OSIER DOGWOOD	5 GAL.	H	YES
MIM CAR	MIMULUS CARDINALIS	SCARLET MONKEY FLOWER	1 GAL	L	YES
RHA CAL	RHAMNUS CALIFORNICA	MOUND SAN BRUNO COFFEBERRY	5 GAL	L	YES
RHU OVA	RHUS OVATA	SUGAR BUSH	15 GAL	L	YES
RIB SAN	RIBES SANGUINEUM	PINK FLOWERING CURRANT	5 GAL.	L	YES
ROS CAL	ROSA CALIFORNICA	WILD ROSE	1 GAL	L	YES
SAM NIG	SAMBUCUS NIGRA	BLUE ELDERBERRY	15 GAL	L	YES
ZAU CAL	ZAUSCHNERIA CALIFORNICA 'CATALINA'	ISLAND CALIFORNIA FUCHSIA	5 GAL	L	YES
GRASSES:					
CAR PRA	CAREX PRAEGRACILIS	FIELD SEDGE	1 GAL	M	YES
CHO ELE	CHONDROPETALUM ELEPHANTINUM	LARGE CAPE RUSH	5 GAL	L	NO
FES IDA	FESTUCA IDAHOENSIS 'SISKIYOU BLUE'	SISKIYOU BLUE FESCUE	1 GAL.	M	NO
HEL MON	HELEOCHARIS MONTEVIDENSIS	COMMON SPIKE RUSH	1 GAL	M	NO
JUN MAC	JUNCUS MACROPHYLLUS	LONG LEAF RUSH	1 GAL	L	YES
MUH RIG	MUHLENBERGIA RIGENS	DEER GRASS	5 GAL	L	YES

NEW HORIZONS TRAIL EXHIBIT

RIPIARIAN PLANT PALETTE

NEW HORIZONS AT MORGAN HILL

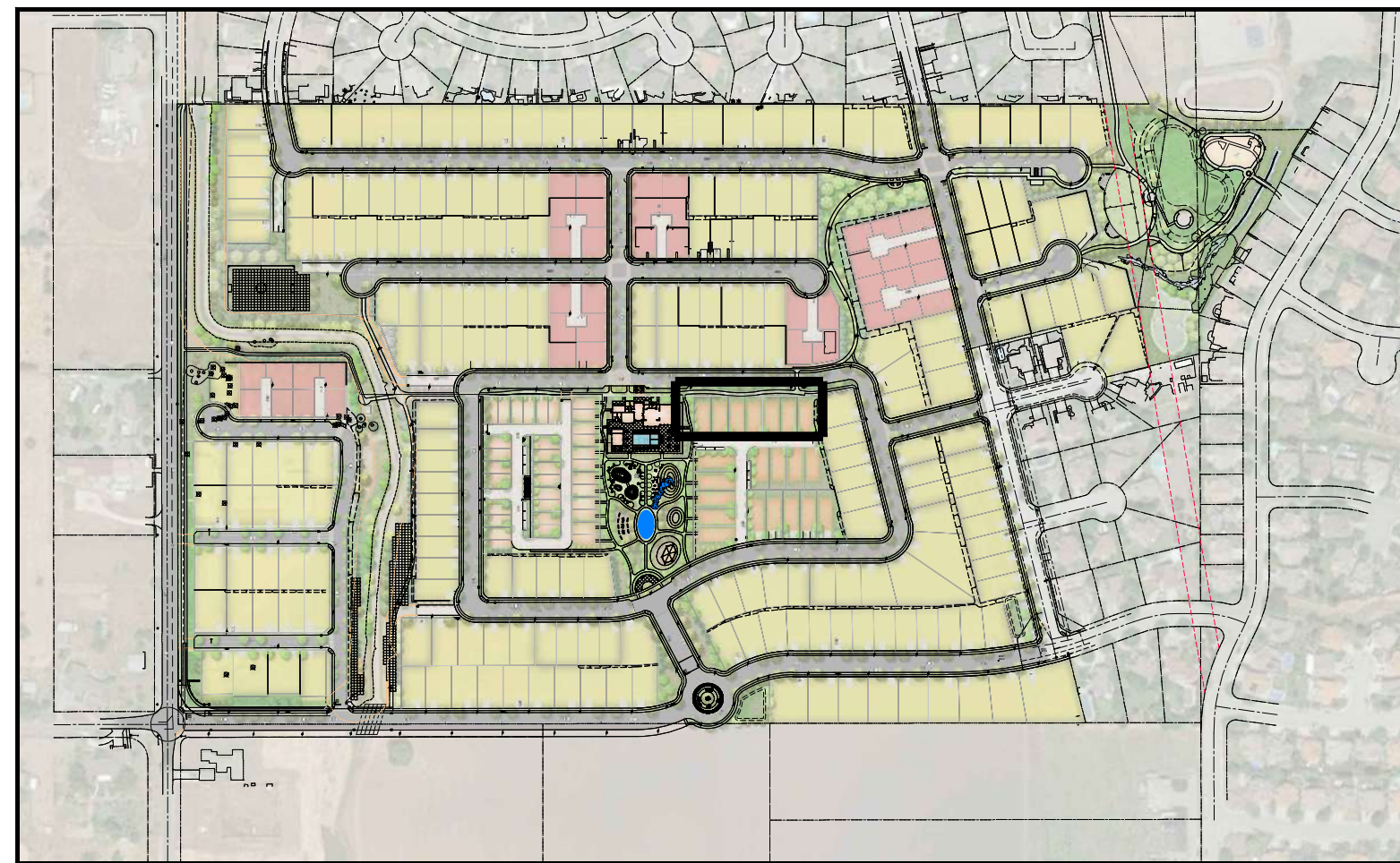
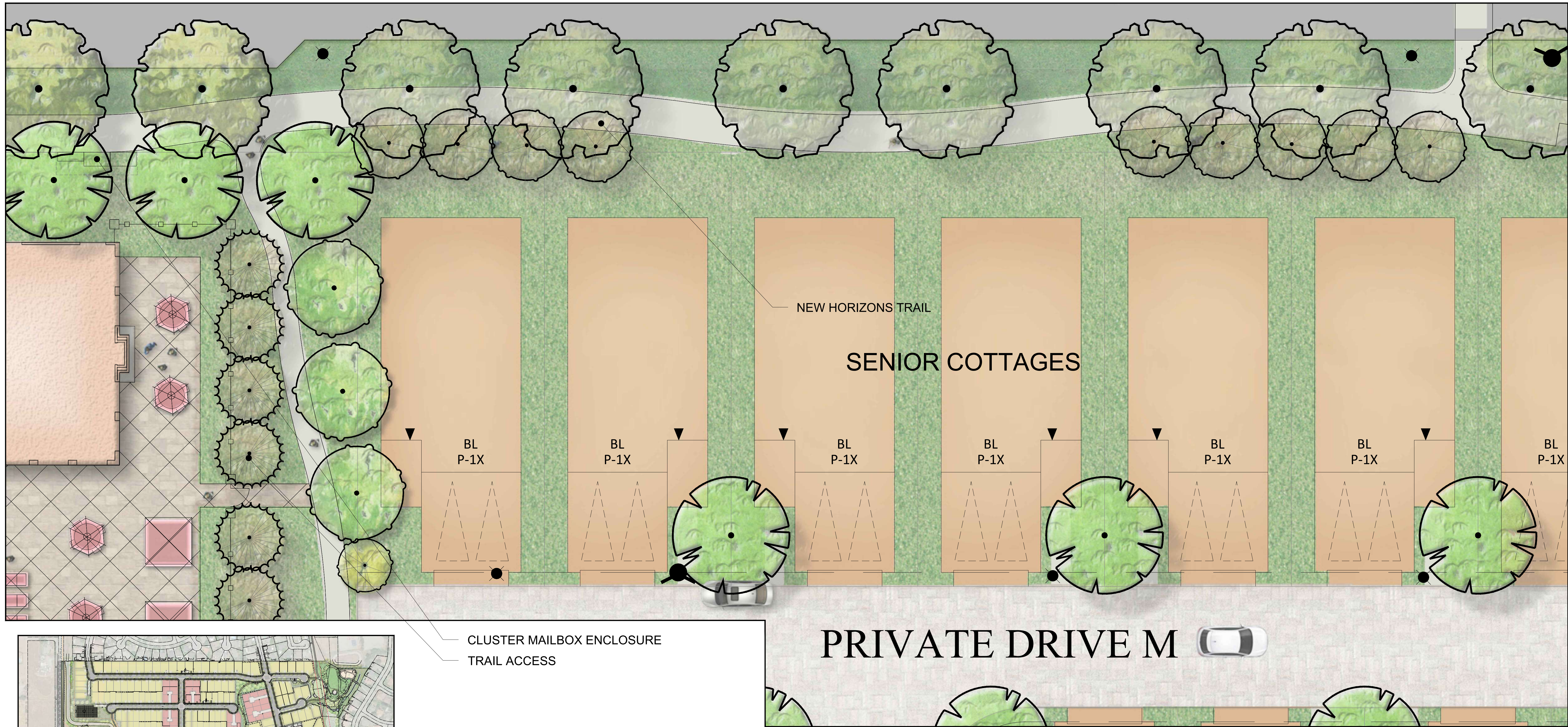
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE 3/15/2023
SCALE AS SHOWN

L-4B

ZA2021-0001



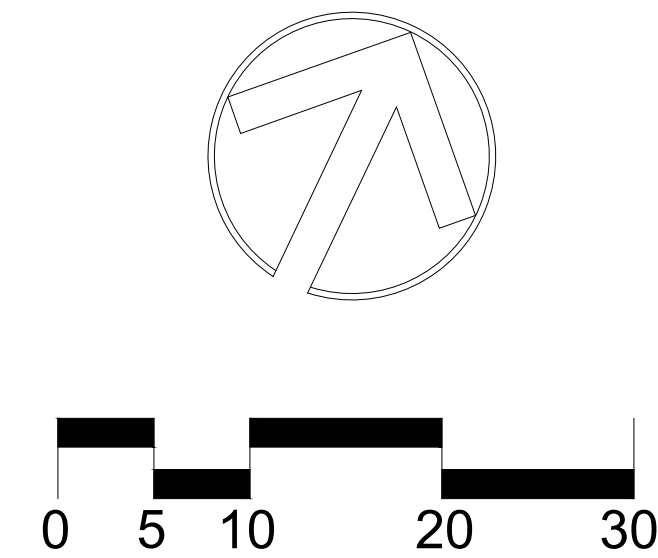
NEW HORIZONS TRAIL MAP
SCALE: NTS

CLUSTER MAILBOX ENCLOSURE
TRAIL ACCESS

NEW HORIZONS TRAIL AT SENIOR COTTAGES
SCALE: 1" = 10'-0"



PARKS & RECREATION
NEW HORIZONS TRAIL AT SENIOR COTTAGES

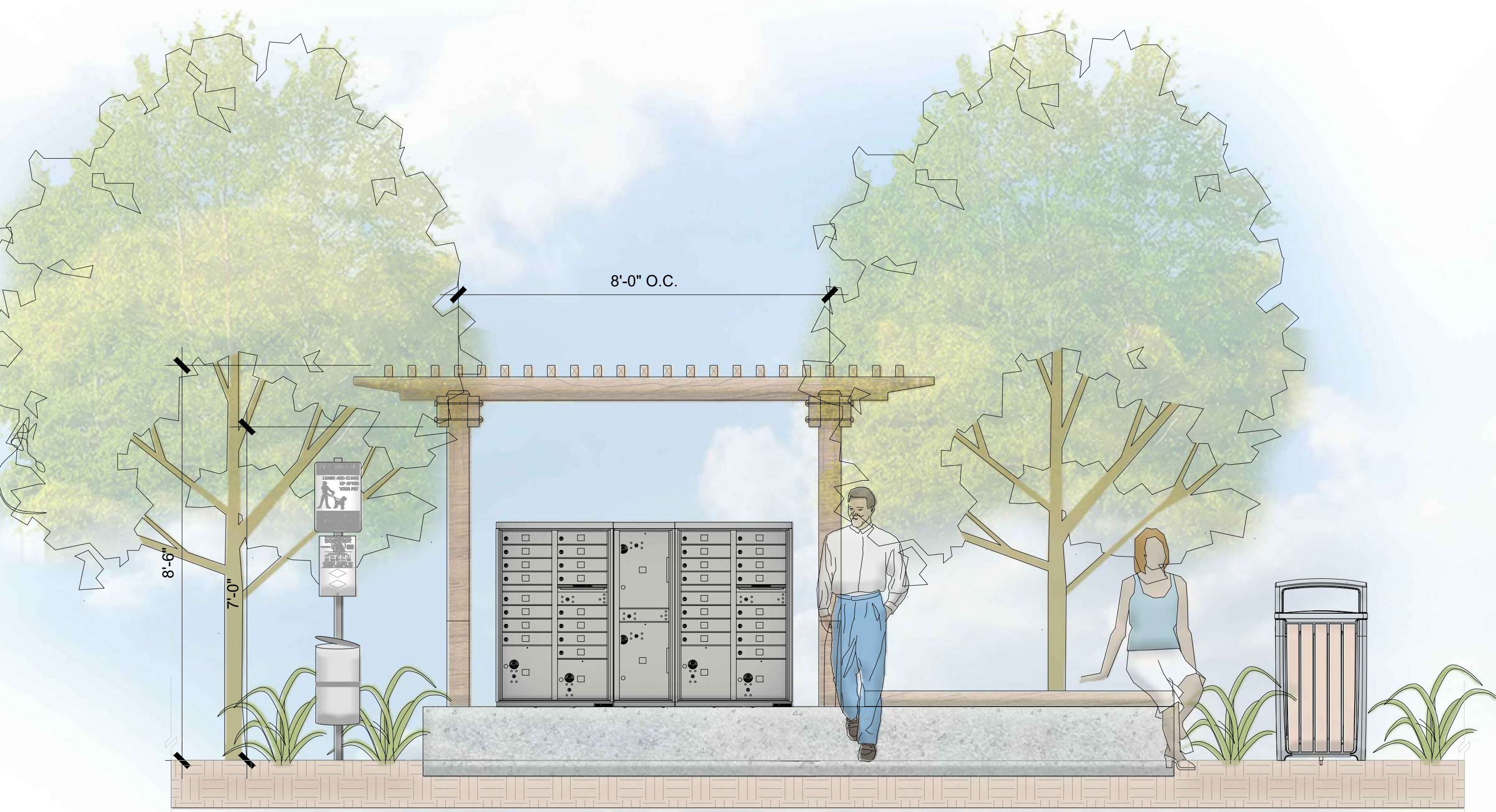
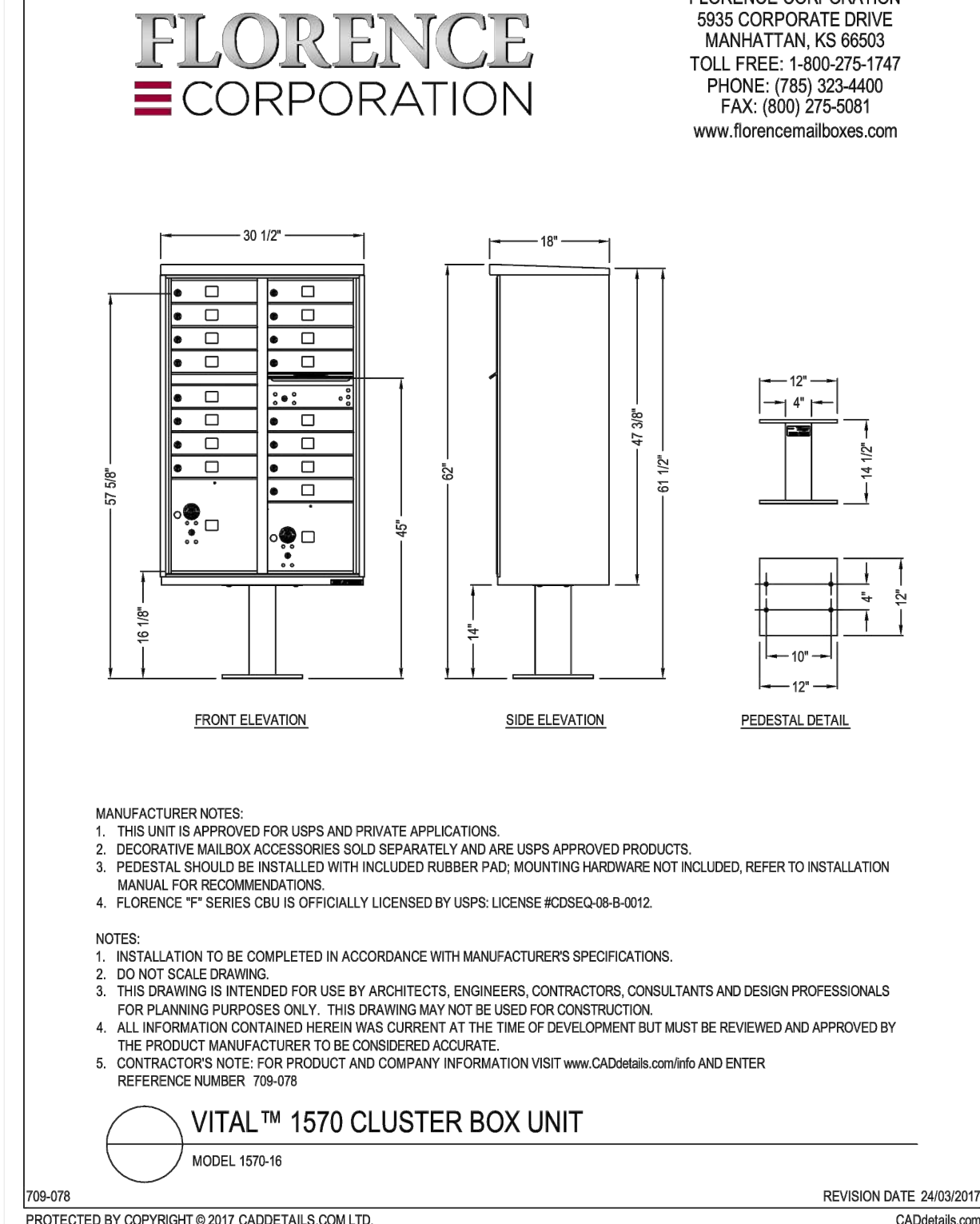
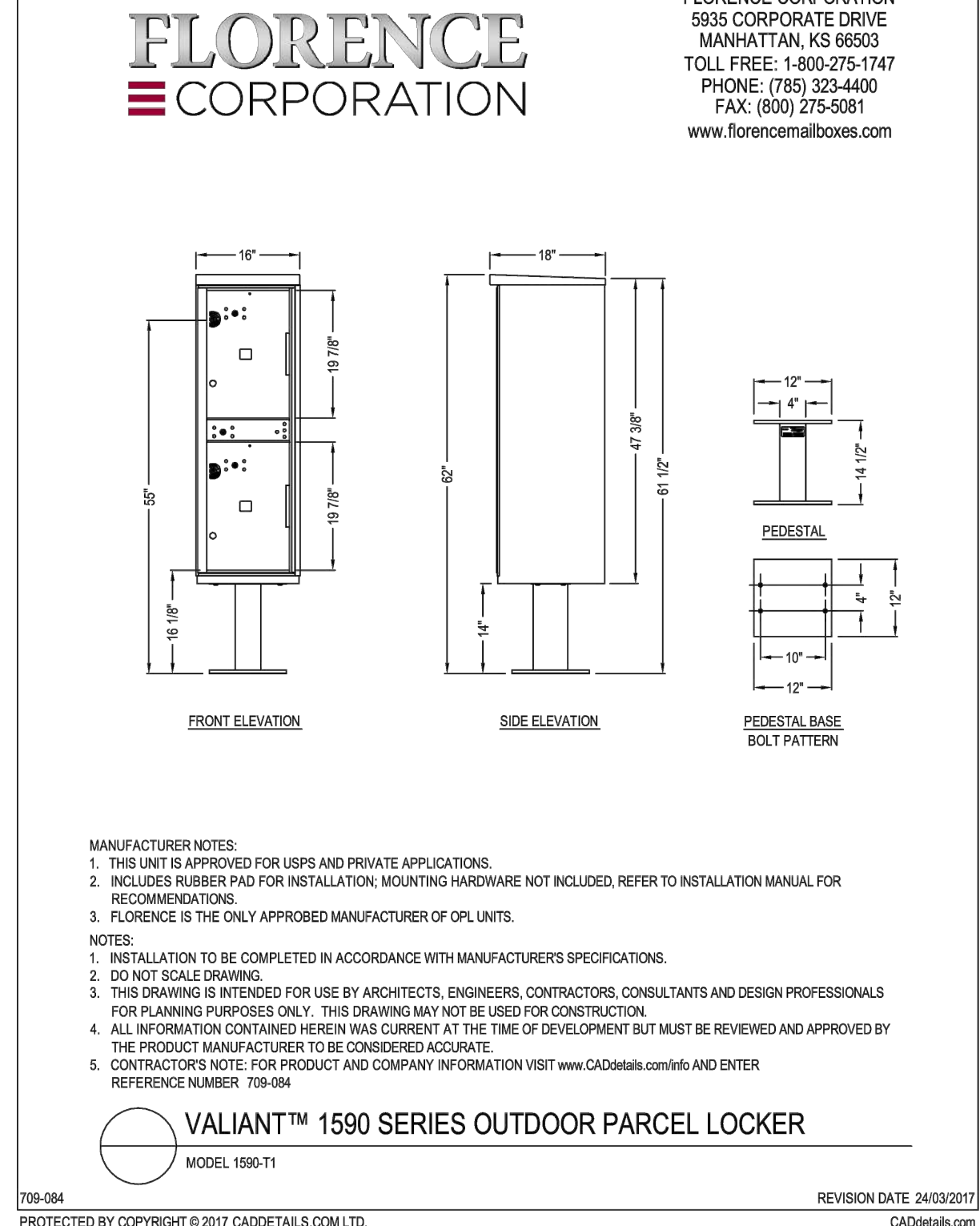
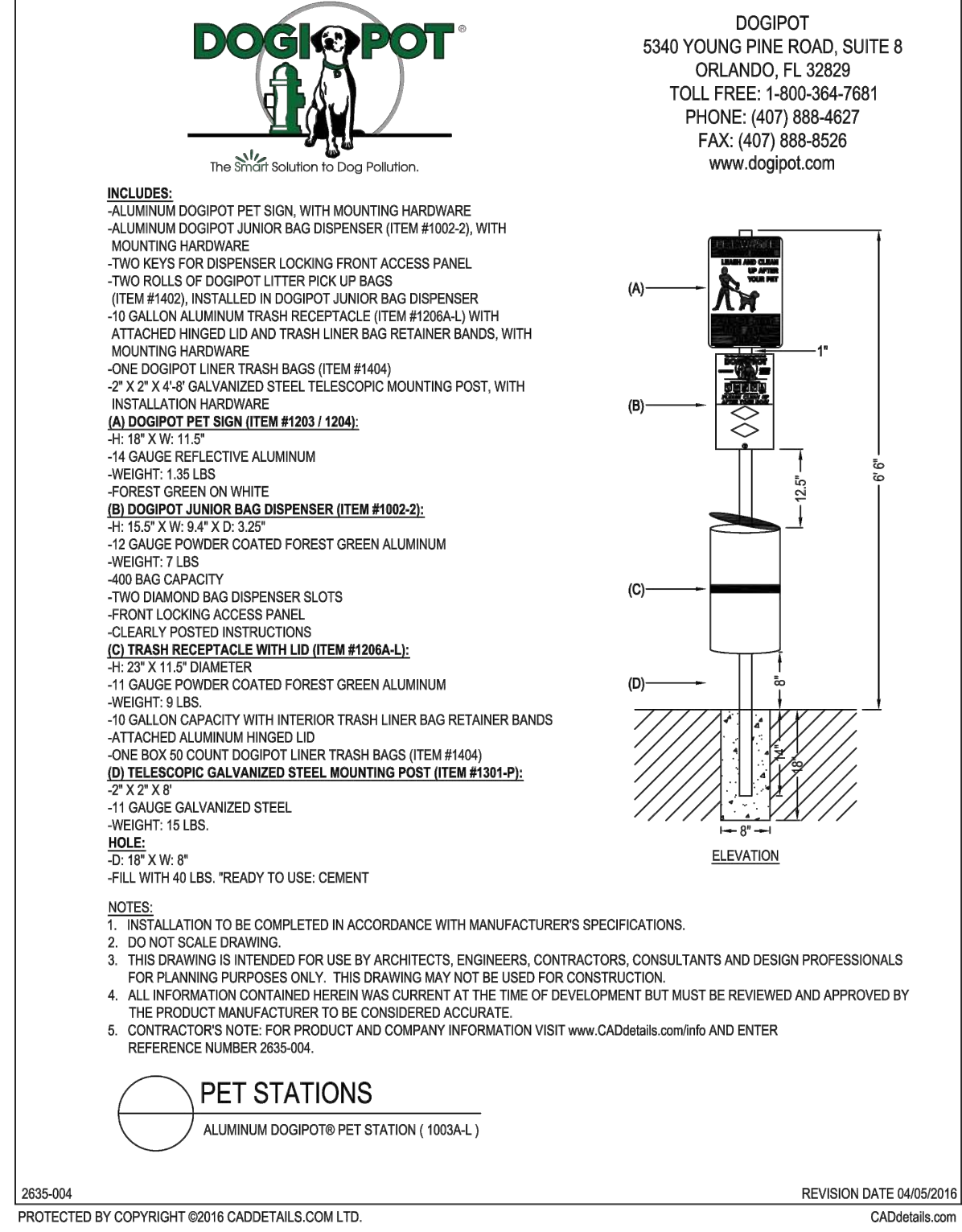
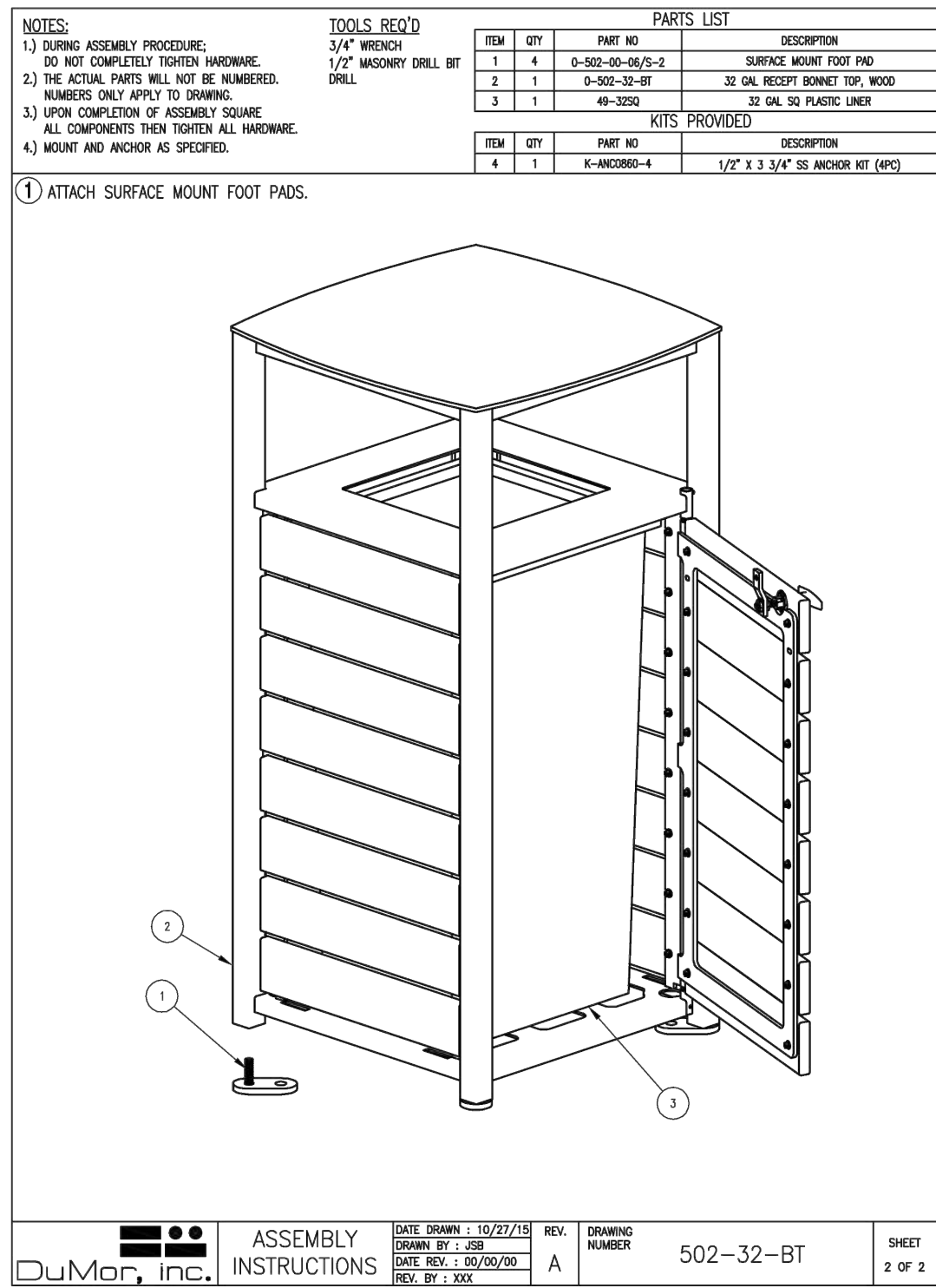
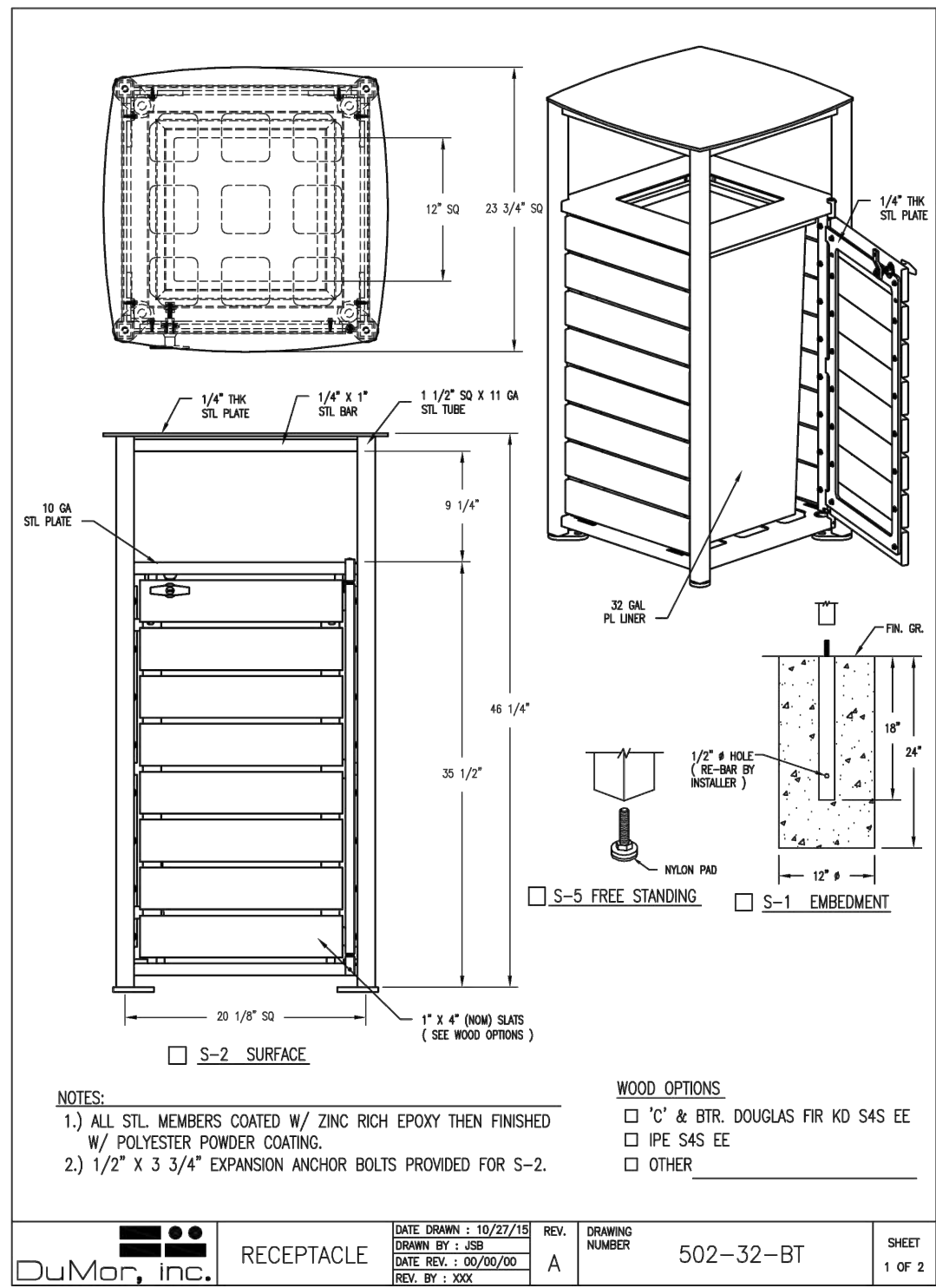


NEW HORIZONS AT MORGAN HILL BY MORGAN HILL DEVCO, LLC



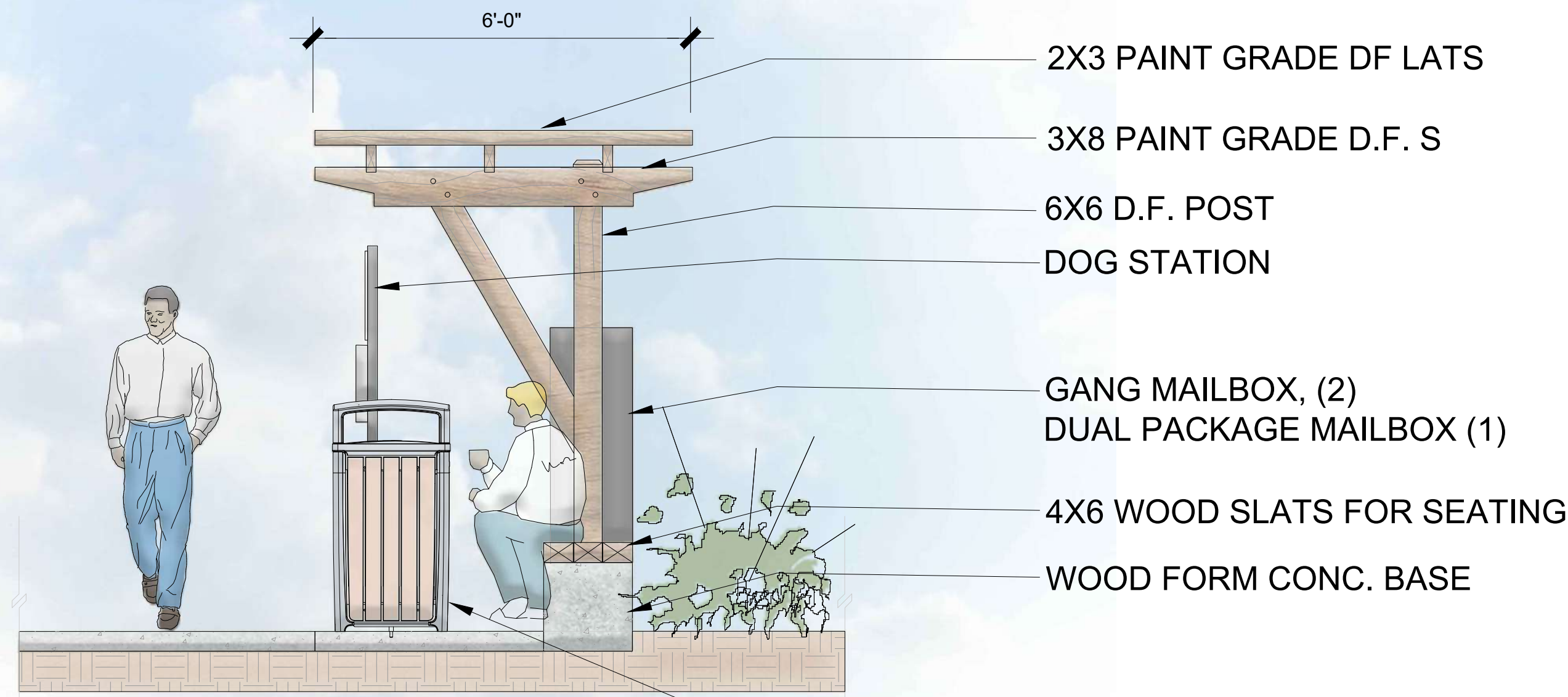
JOB NO. 202013-001
DATE 3/15/2023
SCALE AS SHOWN

L-5
ZA2021-0001



FRONT VIEW

1 MAILBOX ENCLOSURE
 SCALE: 1/4" = 1'-0"



SIDE VIEW

PARKS & RECREATION

TYPICAL MAIL STATION



NEW HORIZONS AT MORGAN HILL

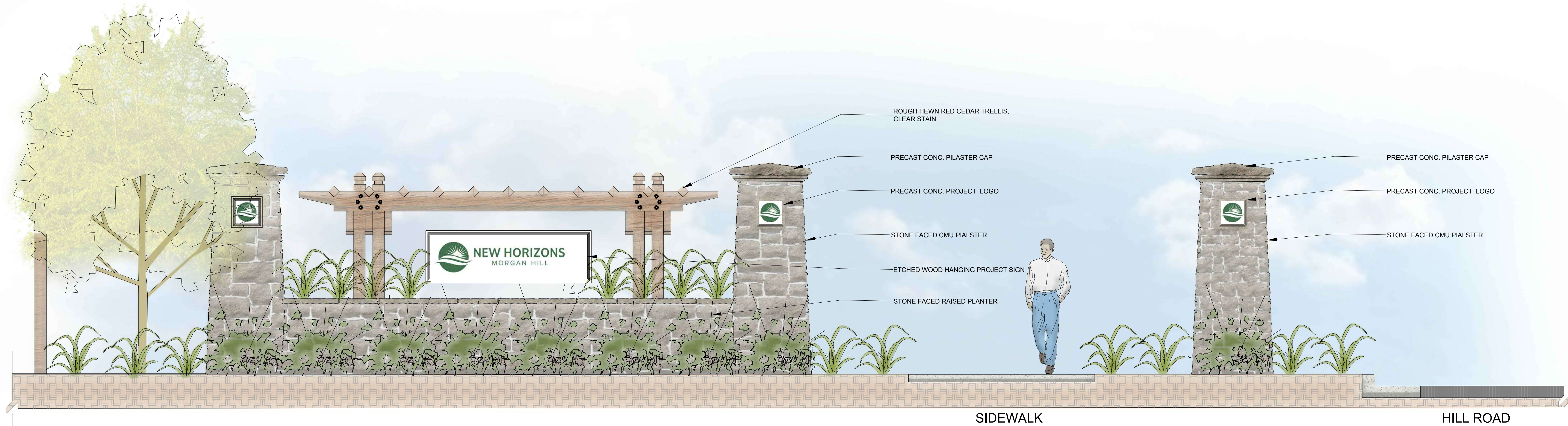
BY MORGAN HILL DEVCO, LLC



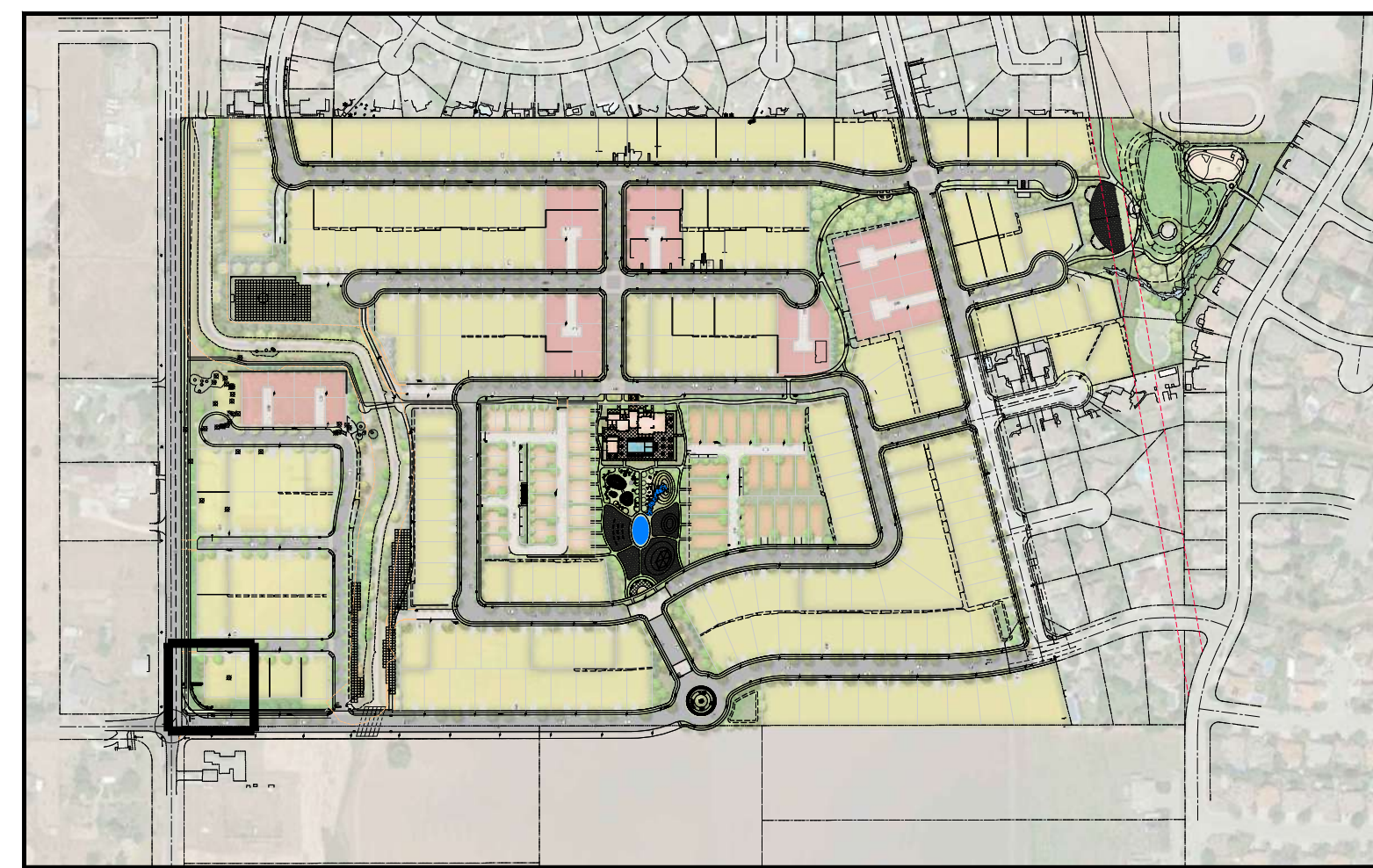
JOB NO. 202013-001
 DATE 3/15/2023
 SCALE AS SHOWN

L-6

ZA2021-0001



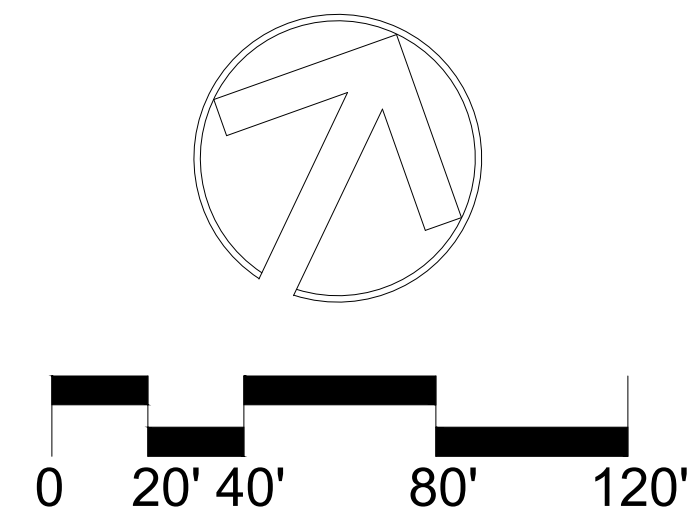
1 ELEVATION: MONUMENT SIGN @ HILL ROAD AND BARRETT AVENUE
SCALE: 1/2" = 1'-0"



NEW HORIZONS TRAIL MAP
SCALE: NTS



2 PLAN: MONUMENT SIGN @ HILL ROAD AND BARRETT AVENUE
SCALE: 1' = 20'-0"



NEW HORIZONS AT MORGAN HILL

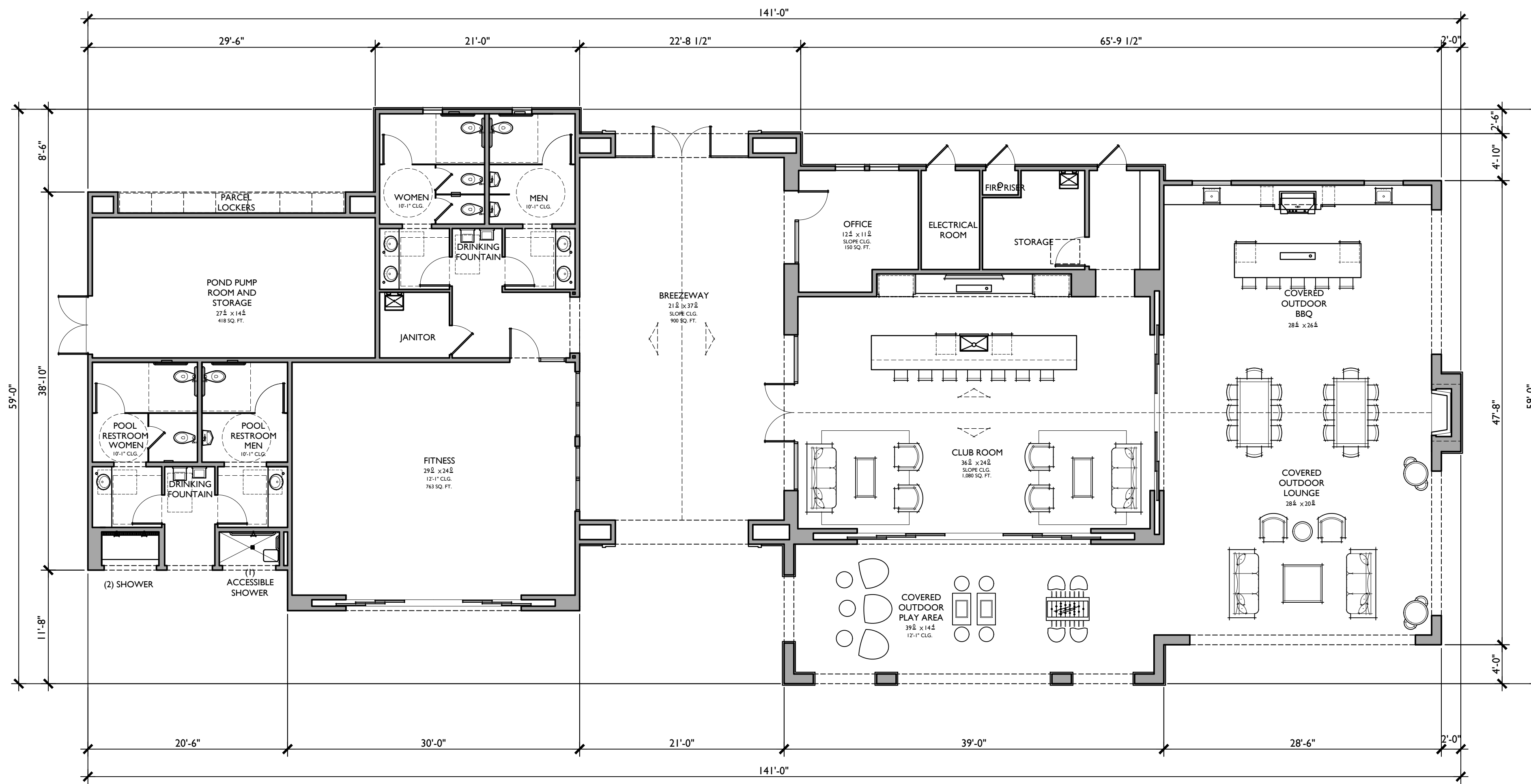
BY MORGAN HILL DEVCO, LLC



MONUMENT SIGN EXHIBIT

JOB NO. 202013-001
DATE 3/15/2023
SCALE AS SHOWN

L-7
ZA2021-0001



FLOOR AREA	
RECREATION CENTER	3,777 SQ. FT.
BREEZEWAY	808 SQ. FT.
COVERED OUTDOOR PLAY AREA	559 SQ. FT.
COVERED OUTDOOR LOUNGE	589 SQ. FT.
COVERED OUTDOOR BBQ	769 SQ. FT.
TOTAL	6,502 SQ. FT.

MATERIAL LEGEND	
A.	CONCRETE 'S' TILE
B.	STUCCO FINISH
C.	PRECAST TRIM
D.	FOAM TRIM
E.	BRICK VENEER
F.	BRICK HEADER TRIM
G.	METAL GATE
H.	VINYL WINDOW
I.	WOOD RAFTER TAILS
J.	WOOD BARGE BOARD
K.	WROUGHT IRON DETAILS
L.	CHIMNEY CAP



CLUBHOUSE FLOOR PLAN AND ELEVATIONS

NEW HORIZONS AT MORGAN HILL

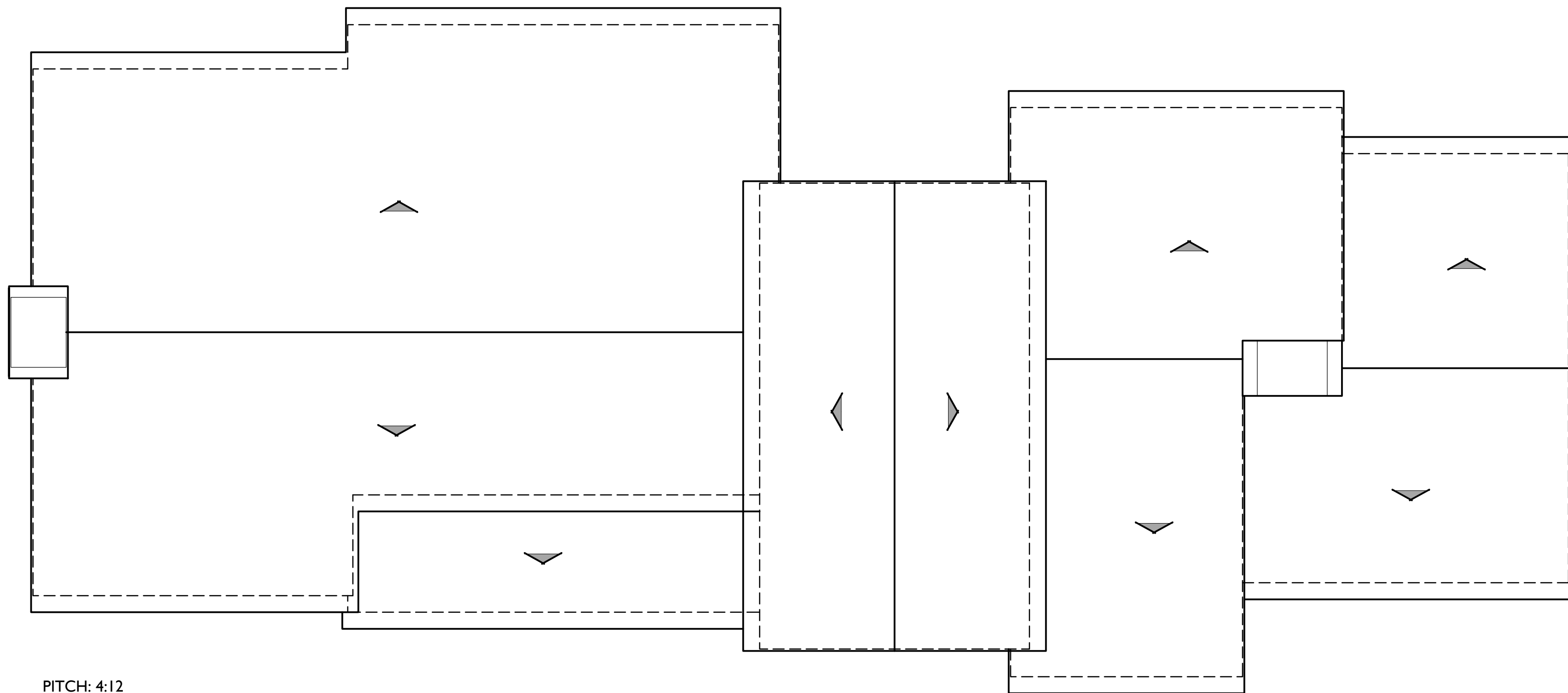
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN



A4.1



PITCH: 4:12
RAKE: 6"
EAVE: 18"
ROOF MATERIAL: CONCRETE 'S' TILE

FLOOR AREA	
RECREATION CENTER	3,777 SQ. FT.
BREEZEWAY	808 SQ. FT.
COVERED OUTDOOR PLAY AREA	559 SQ. FT.
COVERED OUTDOOR LOUNGE	589 SQ. FT.
COVERED OUTDOOR BBQ	769 SQ. FT.
TOTAL	6,502 SQ. FT.

- MATERIAL LEGEND
- A. CONCRETE 'S' TILE
 - B. STUCCO FINISH
 - C. PRECAST TRIM
 - D. FOAM TRIM
 - E. BRICK VENEER
 - F. BRICK HEADER TRIM
 - G. METAL GATE
 - H. VINYL WINDOW
 - I. WOOD RAFTER TAILS
 - J. WOOD BARGE BOARD
 - K. WROUGHT IRON DETAILS
 - L. CHIMNEY CAP

3 CLUBHOUSE - ROOF PLAN
SCALE: 1/8" = 1'-0"



2 CLUBHOUSE - NORTH ELEVATION (ENTRANCE)
SCALE: 1/8" = 1'-0"



1 CLUBHOUSE - WEST ELEVATION
SCALE: 1/8" = 1'-0"

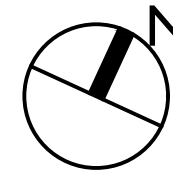
CLUBHOUSE ROOF PLAN AND ELEVATIONS

NEW HORIZONS AT MORGAN HILL

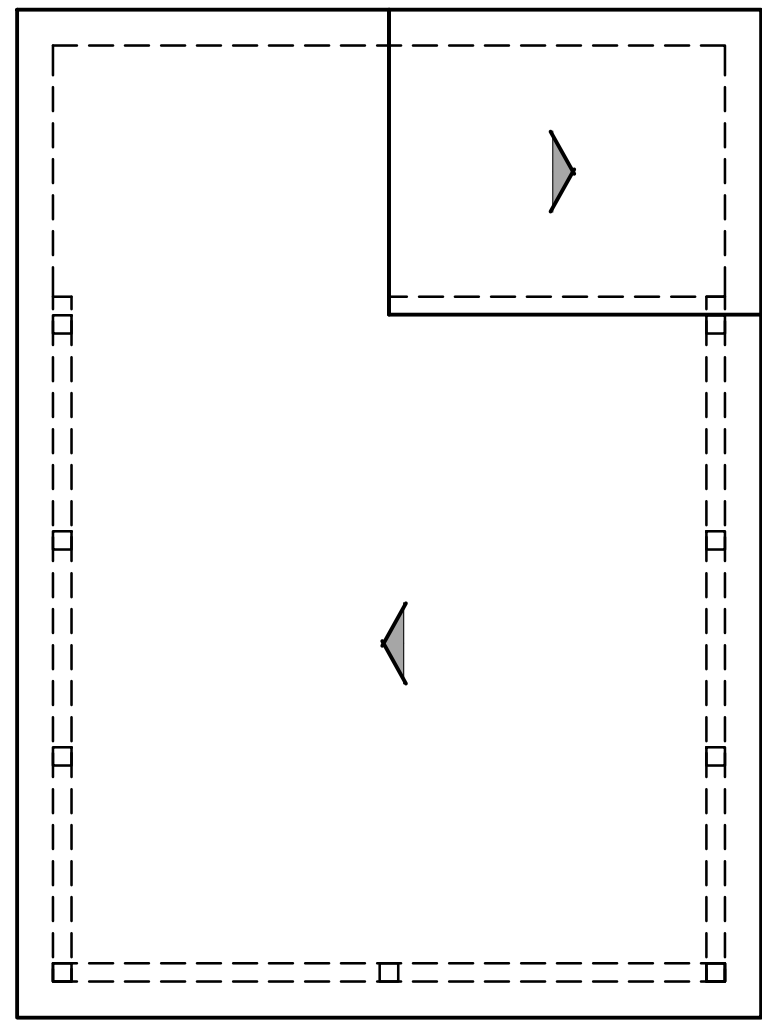
BY MORGAN HILL DEVCO, LLC



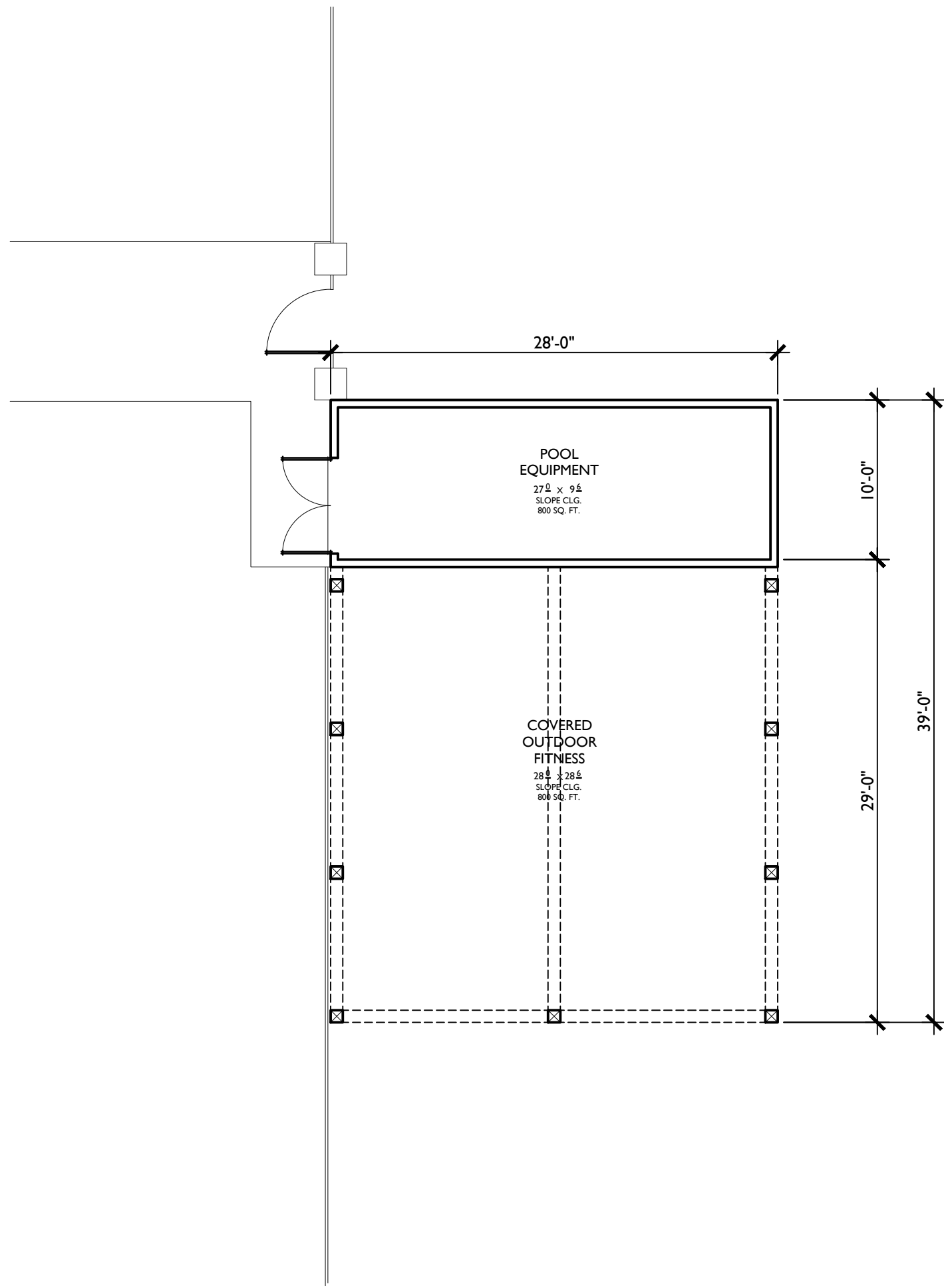
JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN



A4.2



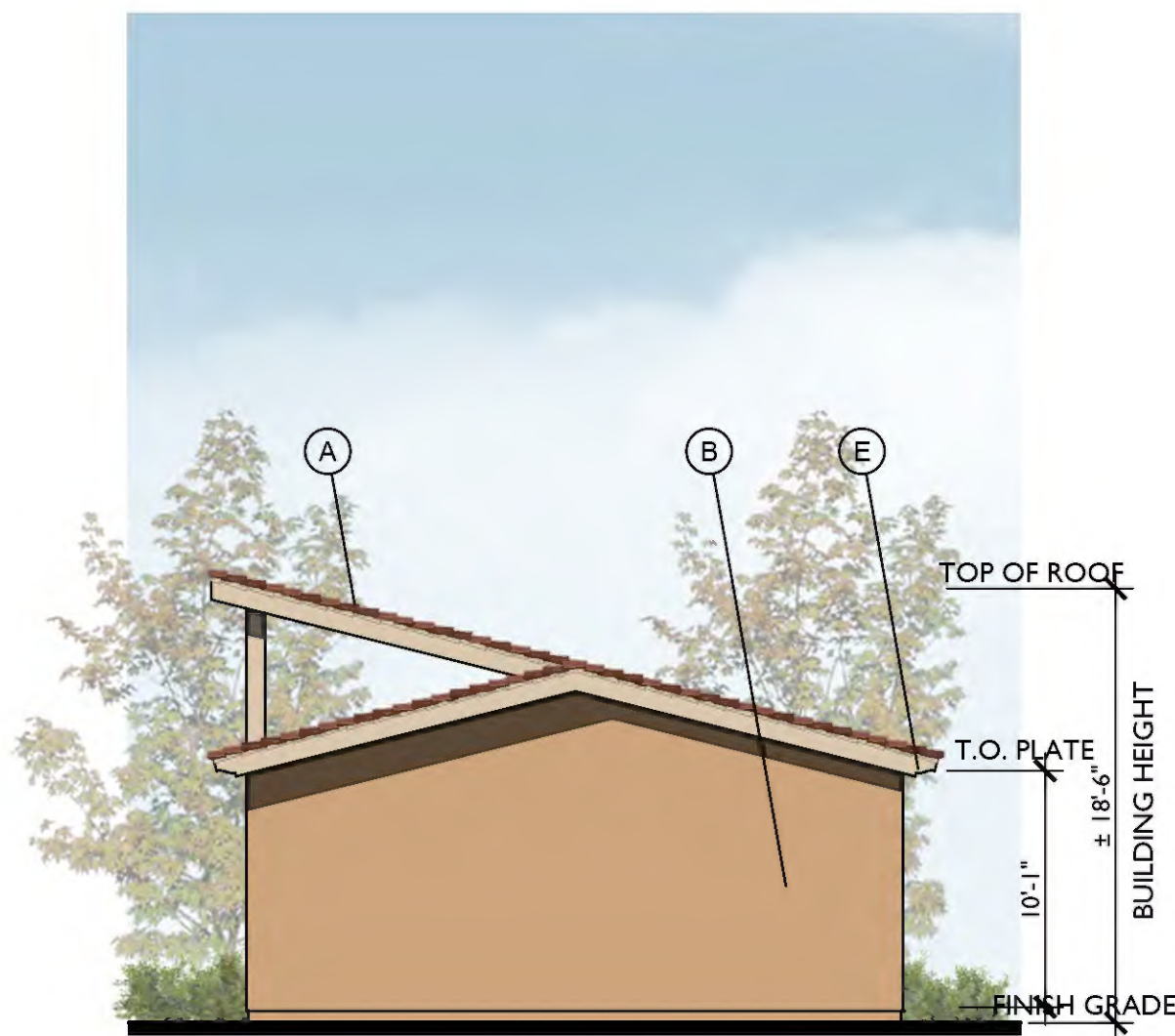
PITCH: 3:12
RAKE: 18"
EAVE: 18"
ROOF MATERIAL: CONCRETE 'S' TILE



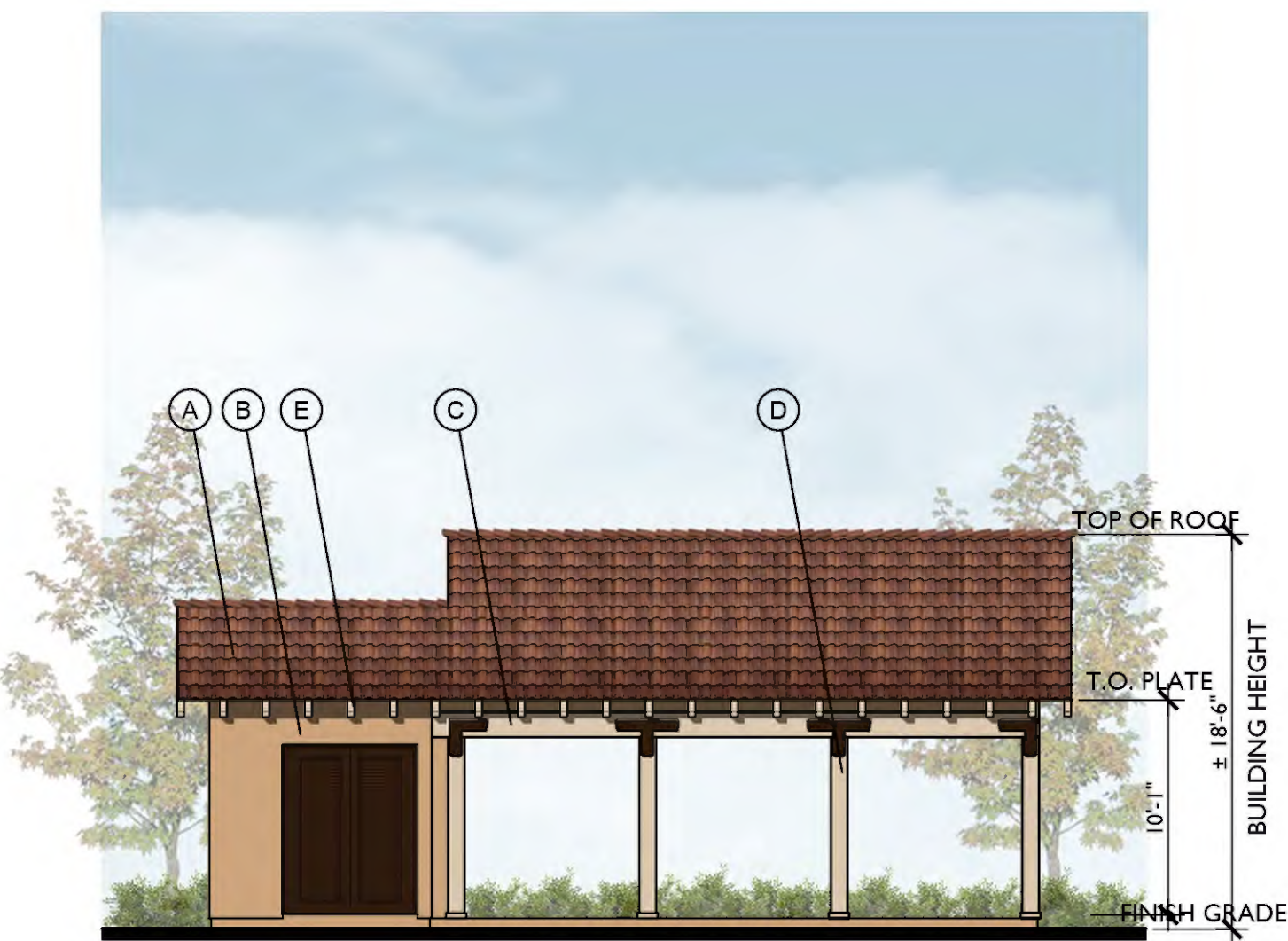
FLOOR AREA	
COVERED OUTDOOR FITNESS	800 SQ. FT.
POOL EQUIPMENT	292 SQ. FT.
TOTAL	1,092 SQ. FT.

MATERIAL LEGEND	
A.	CONCRETE 'S' TILE
B.	STUCCO FINISH
C.	WOOD BEAM
D.	WOOD POST
E.	RAFTER TAIL

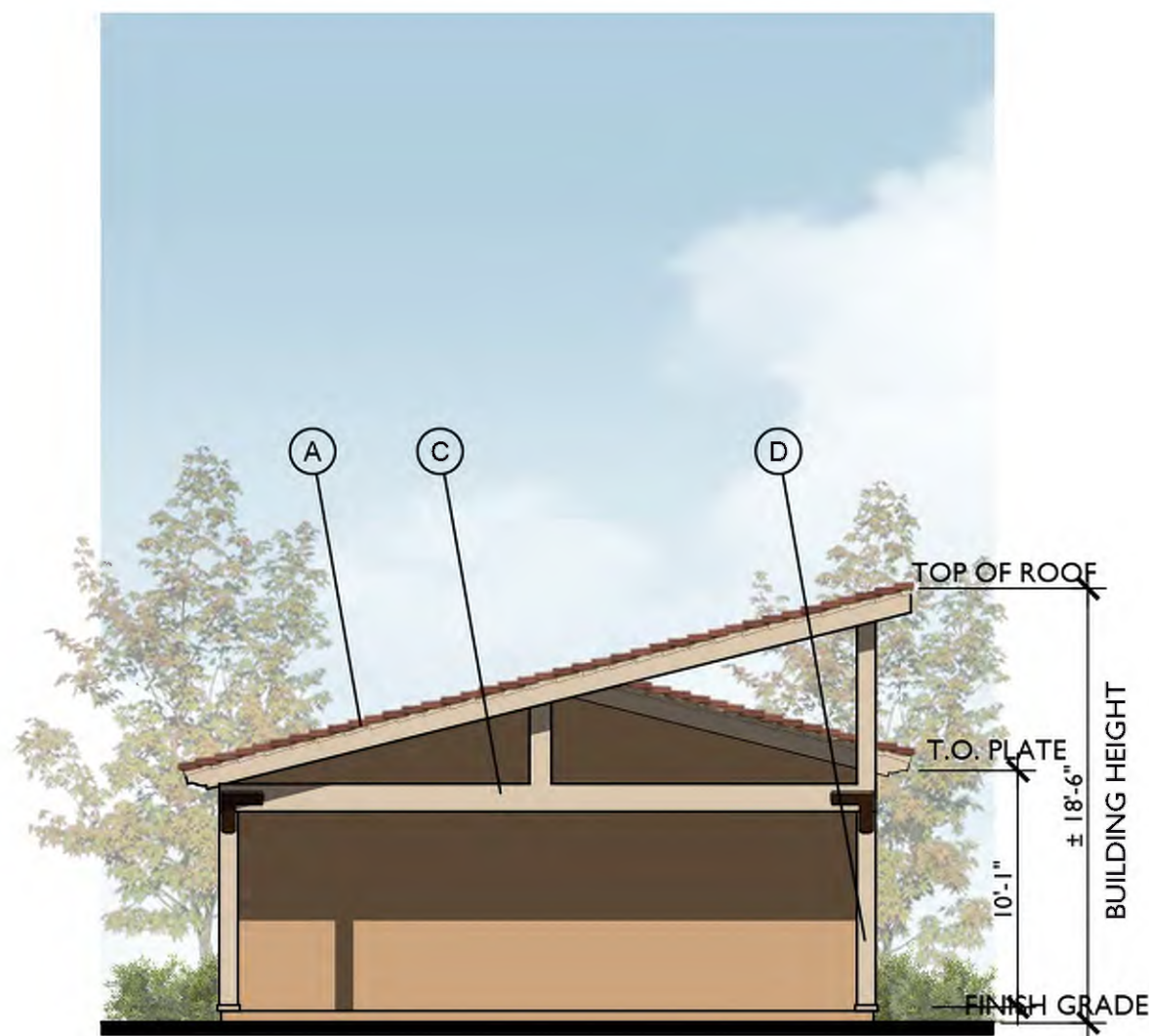
5 OUTDOOR FITNESS - ROOF PLAN & FLOOR PLAN
SCALE: 1/8" = 1'-0"



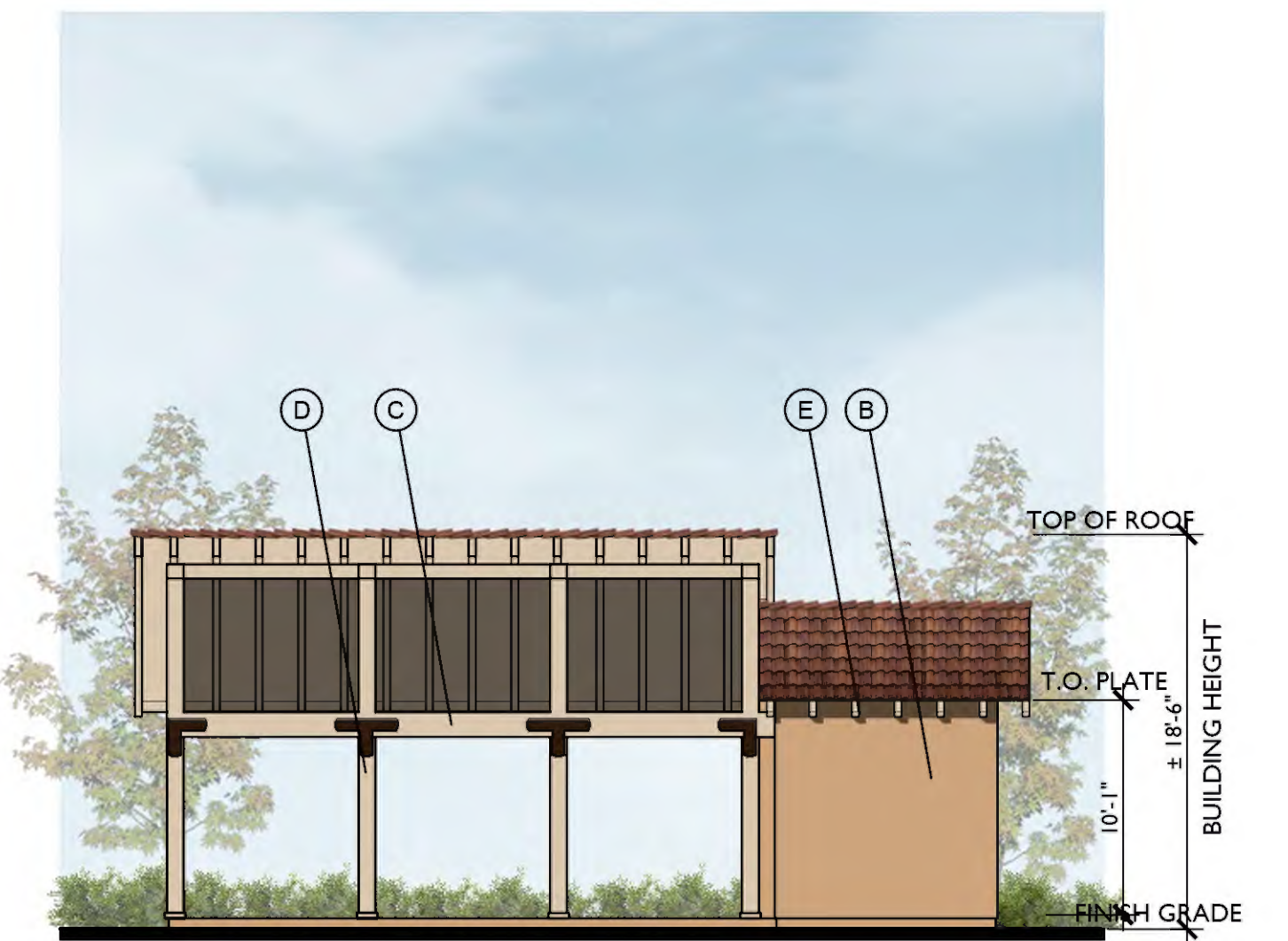
4 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



3 WEST ELEVATION
SCALE: 1/8" = 1'-0"



2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



1 EAST ELEVATION
SCALE: 1/8" = 1'-0"

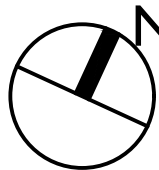
OUTDOOR FITNESS
FLOOR PLAN AND
ELEVATIONS

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

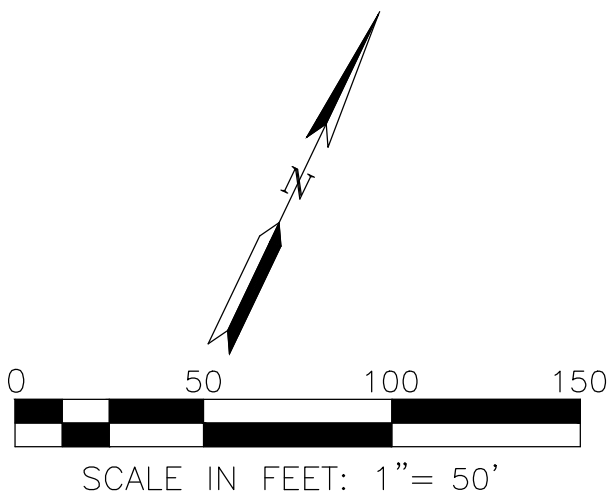
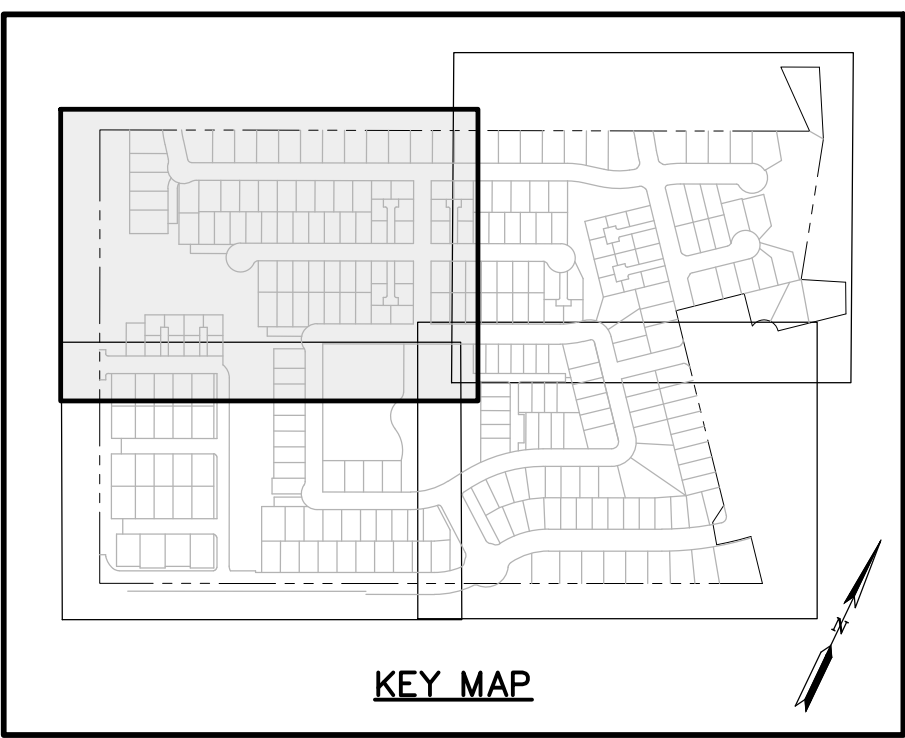
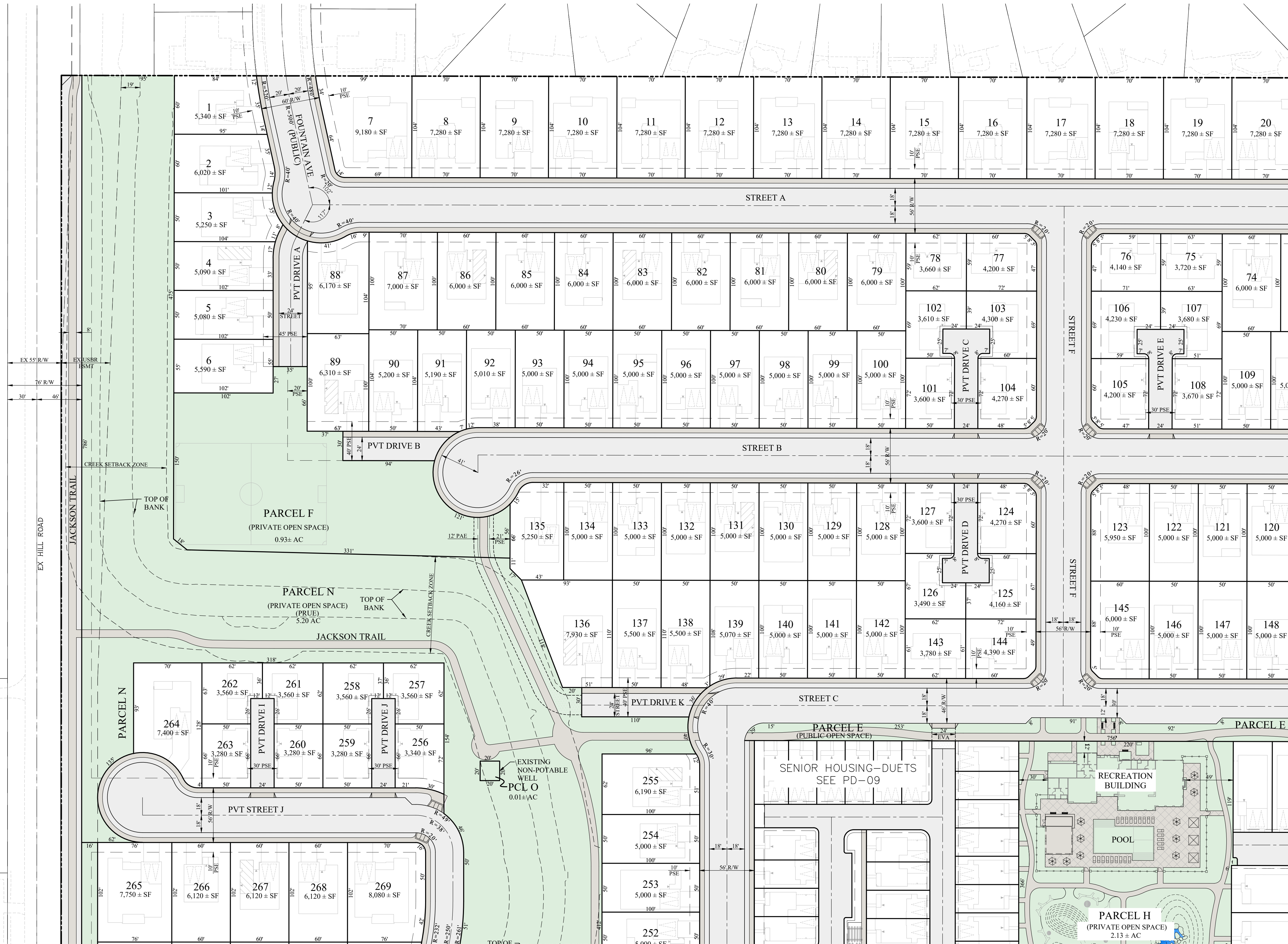


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN



A4.3

PLOT DATE: March 22, 2023
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NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

SITE PLAN - NORTHWEST



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

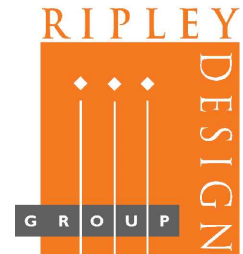
PD-09

ZA2021-0001



NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC

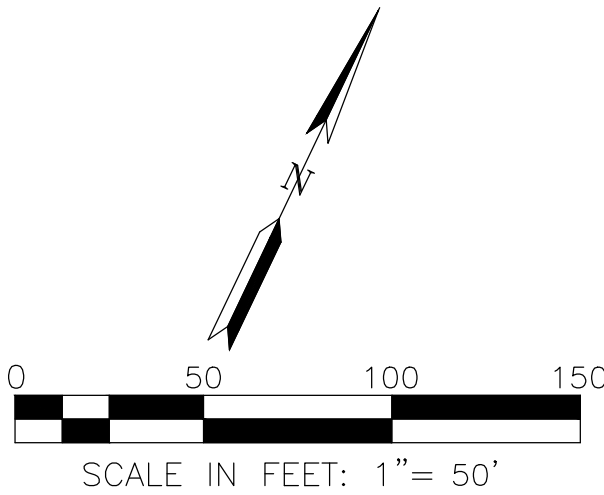
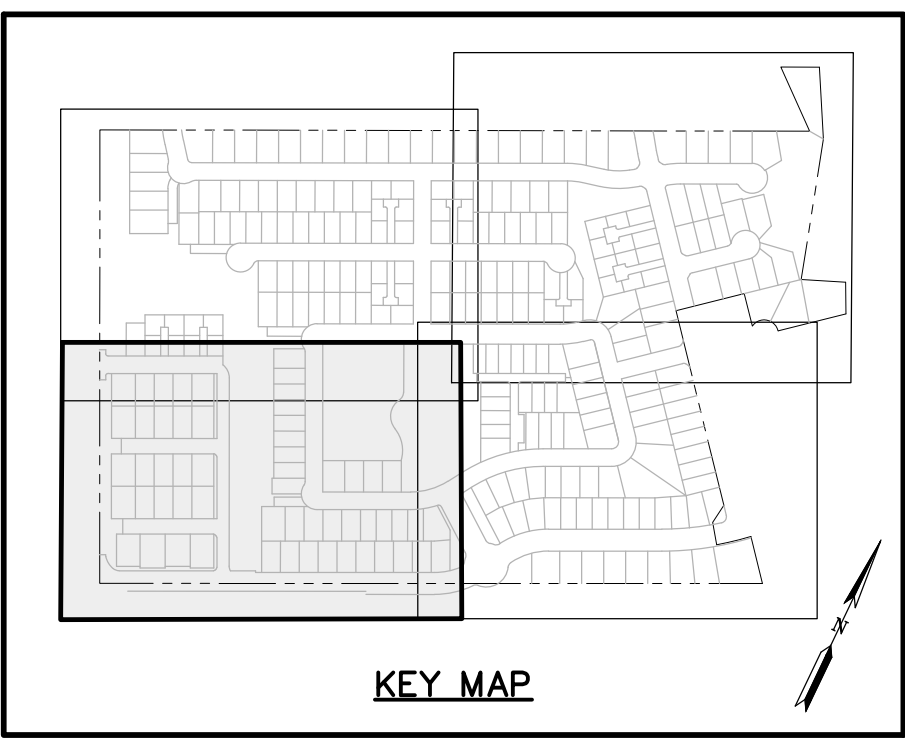
SITE PLAN - NORTHEAST



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

PD-10
ZA2021-0001

PLOT DATE: March 22, 2023
FILE PATH: W:\Jobs 20\202013 - New Horizons\Drawings\Prelim\Applications\Planned Development (PD)\11 LOTTING PLAN-PD.dwg



NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

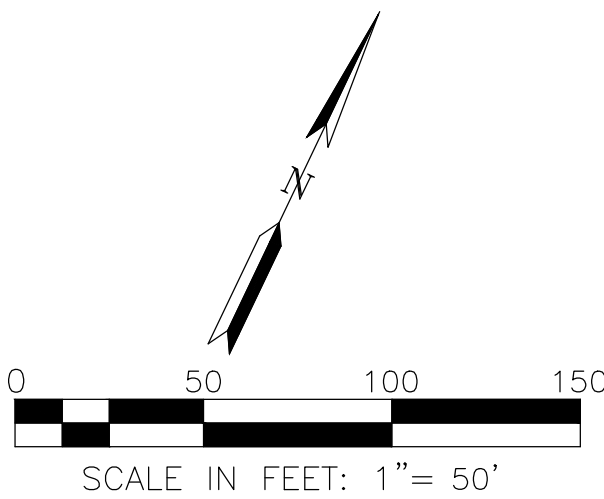
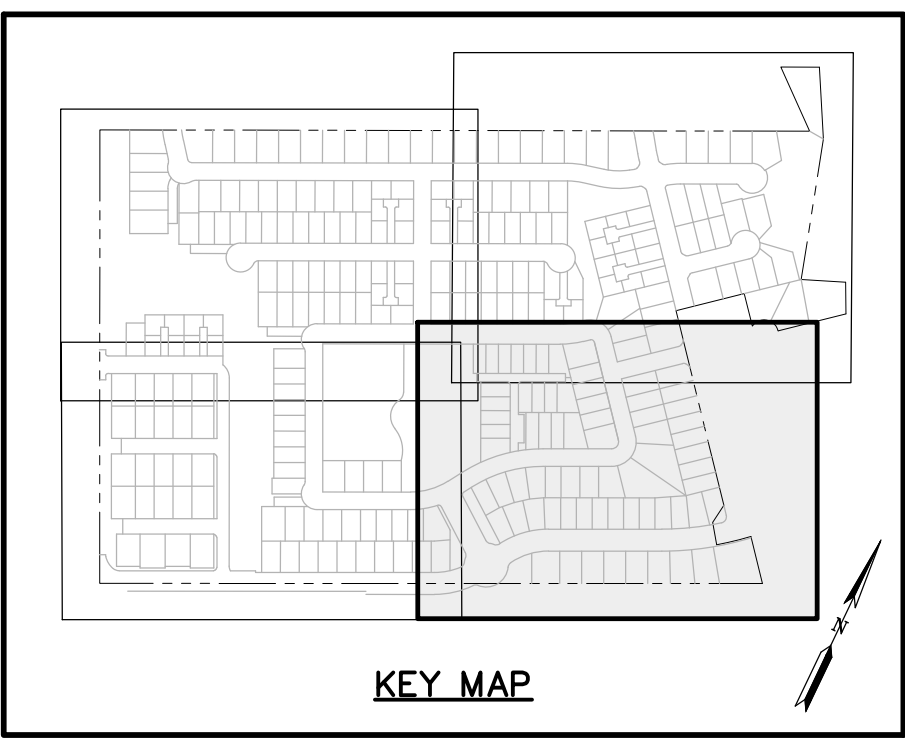
SITE PLAN - SOUTHWEST



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

PD-11

ZA2021-0001



NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC

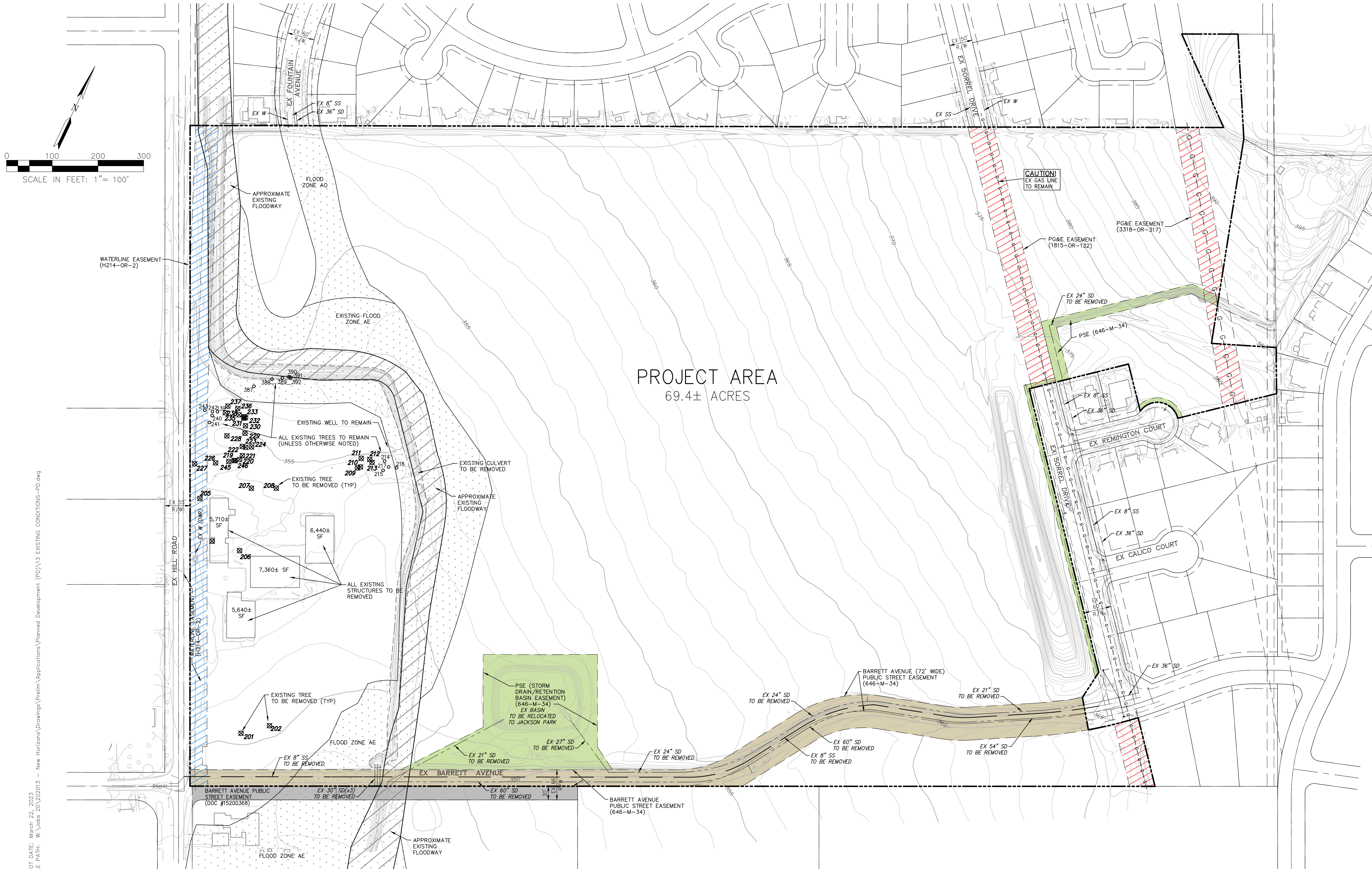
SITE PLAN - SOUTHEAST



JOB NO. 202013-001
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PD-12

ZA2021-0001



		Trunk Diameter In Inches	Morgan Hill Tree
Tree #	Common Name	DBH	Yes / No
200	Italian Cypress	8 @ 6"	No
201	Red Ironbark	22	Yes
202	Red Ironbark	23	Yes
203	Hollywood Juniper	18	Yes
204	Hollywood Juniper	16 / 12	Yes
205	English Walnut	12	No
206	Japanese Privet	14	Yes
207	Red Ironbark	20	Yes
208	Red Ironbark	19	Yes
209	Black Walnut	17 / 10	Yes
210	Almond	8 / 7	No
211	Almond	20	Yes
212	Coast Live Oak	13 / 11	Yes
213	Coast Live Oak	8	Yes
214	Almond	6 / 5	No
215	Coast Live Oak	12 / 12	Yes
216	Coast Live Oak	14	Yes
217	Coast Live Oak	8	Yes
218	Valley Oak	11 / 8 / 8	Yes
219	Coast Live Oak	24	Yes
220	Coast Live Oak	12	Yes
221	Coast Live Oak	6	Yes
222	Coast Live Oak	7	Yes
223	Coast Live Oak	18 Below Fork	Yes
224	Coast Live Oak	20	Yes
225	Coast Live Oak	8	Yes
226	Coast Live Oak	30 - Below Fork	Yes
227	Italian Cypress	8 @ 6"	No
228	Evergreen Ash	25	Yes
229	Coast Live Oak	17 @ 24"	Yes
230	Coast Live Oak	12	Yes
231	Coast Live Oak	8	Yes
232	Coast Live Oak	17	Yes
233	Coast Live Oak	10	Yes
234	Phum	10	No
235	English Hawthorne	5 / 4	No
236	Coast Live Oak	17	Yes
237	Coast Live Oak	28	Yes
238	Coast Live Oak	8 / 7 / 7 / 6	Yes
239	Coast Live Oak	15	Yes
240	Coast Live Oak	24- Below Fork	Yes
241	Japanese Privet	10	Yes
242	Coast Live Oak	7	Yes
243	Monterey Pine	26- Below Fork	Yes
244	Fremont Cottonwood	22	Yes
245	Coast Live Oak	17	Yes
246	Coast Live Oak	20- Below Fork	Yes

- TREE LEGEND**
- 241 ○ TREE TO REMAIN (PROTECT IN PLACE)
- 228 ✕ TREE TO BE REMOVED

- NOTES**
1. REFER TO THE ARBORIST'S REPORT FOR THIS PROJECT: INVENTORY OF EXISTING TREES, MORGAN HILL DEVELOPMENT COMPANY, HILL AVENUE AND BARRETT AVENUE, MORGAN HILL, CA., PREPARED BY MICHAEL L. BENCH, CONSULTING ARBORIST, DATED MAY 9, 2017, FOR MORE INFORMATION.
2. FEMA FLOOD ZONES SHOWN SIZES AND LOCATIONS SHOWN ARE APPROXIMATE.
3. LOCATION OF THE EXISTING DEPARTMENT OF WATER RESOURCE: LINE SHOWN IS APPROXIMATE.

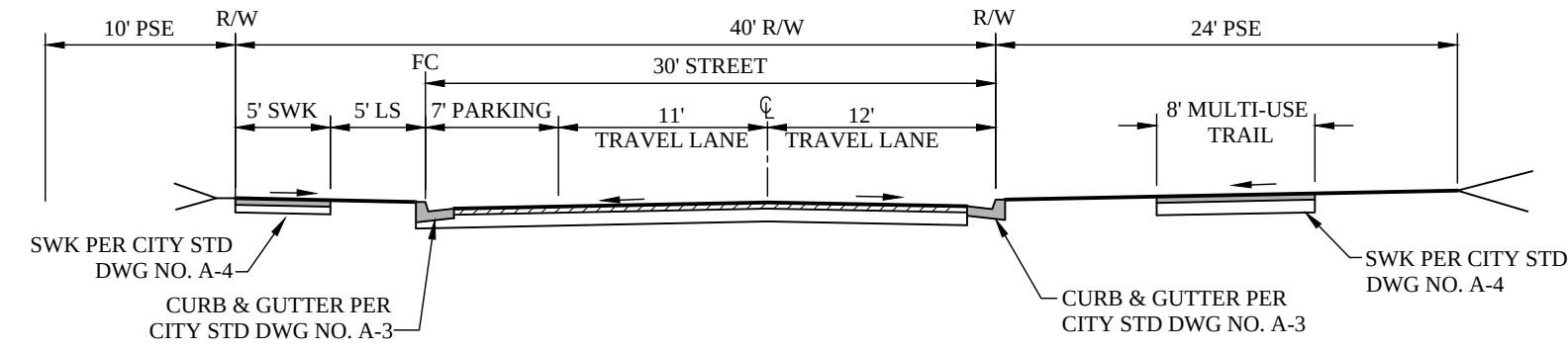
NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

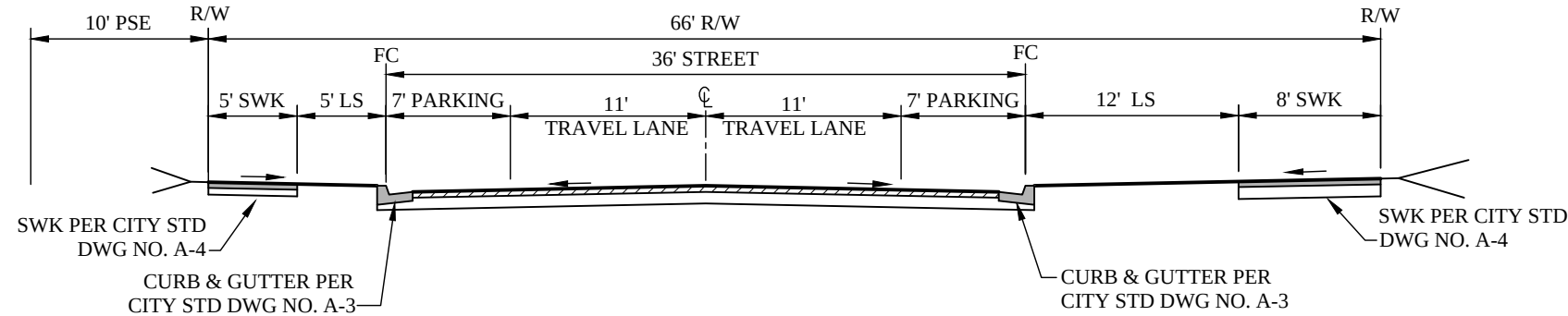
PD-13
ZA2021-0001

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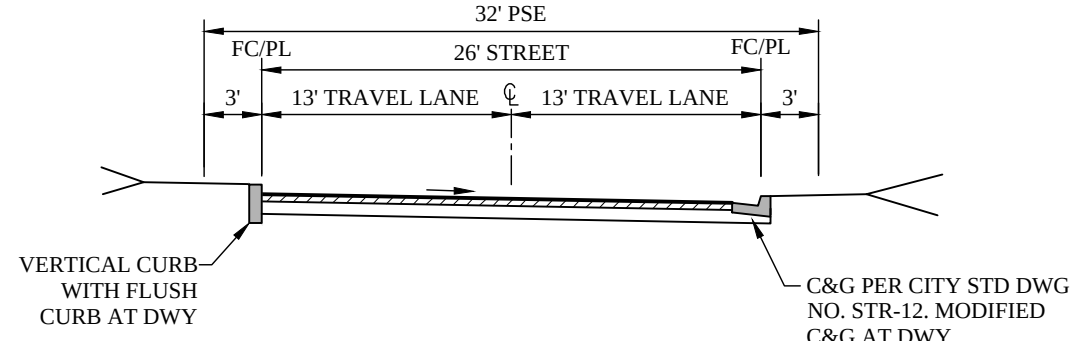
(F) 40' STREET (PUBLIC)
 (PARKING ONE SIDE)
 NO SCALE

STREET C



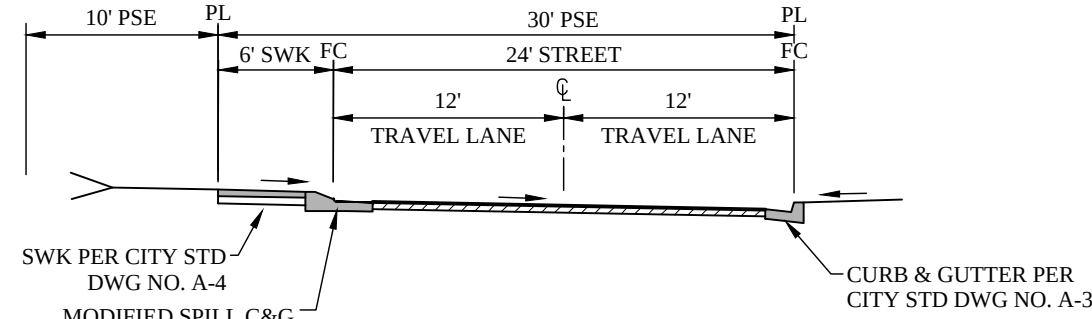
(G) 66' STREET (PUBLIC)
 (PARKING BOTH SIDES)
 NO SCALE

COURT A



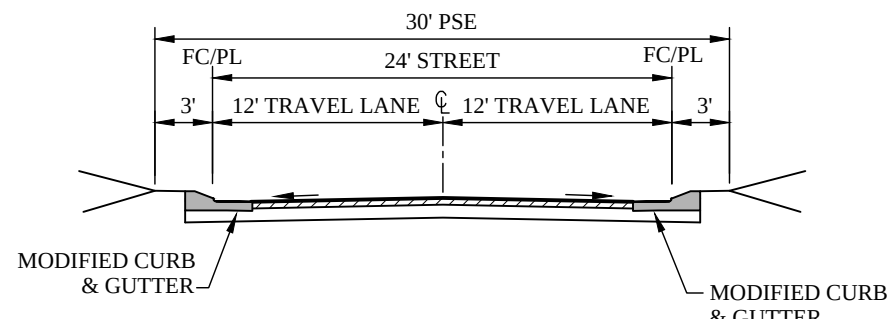
(H) 26' STREET (PRIVATE)
 (NO PARKING)
 NO SCALE

PRIVATE DRIVE M, Q, & R



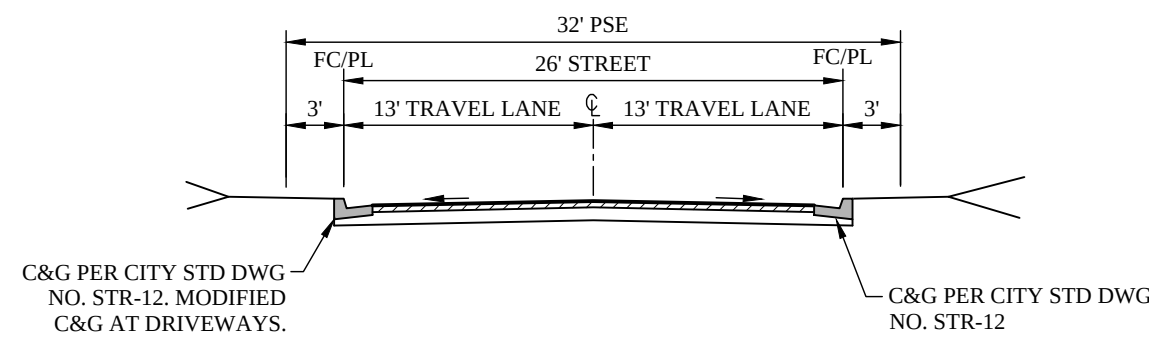
(I) 24' STREET (PRIVATE)
 NO SCALE

PRIVATE DRIVE B & K



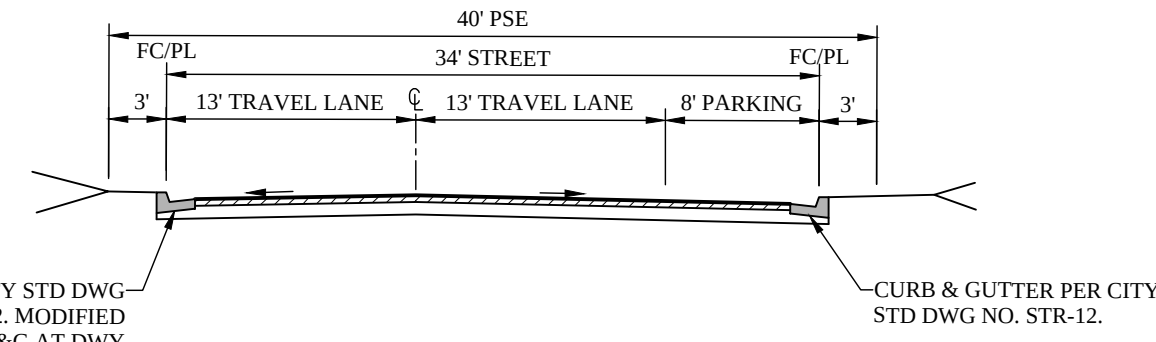
(J) 24' STREET (PRIVATE)
 (NO PARKING)
 NO SCALE

PRIVATE DRIVES C THROUGH J



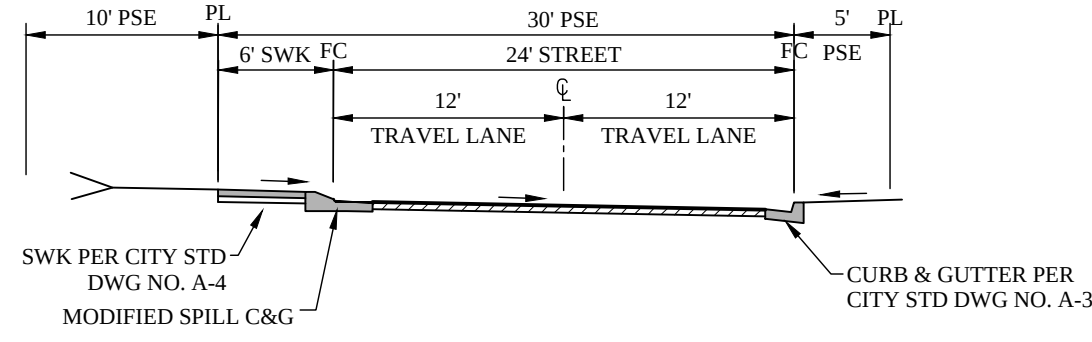
(K) 26' STREET (PRIVATE)
 (NO PARKING)
 NO SCALE

PRIVATE DRIVE N THROUGH P



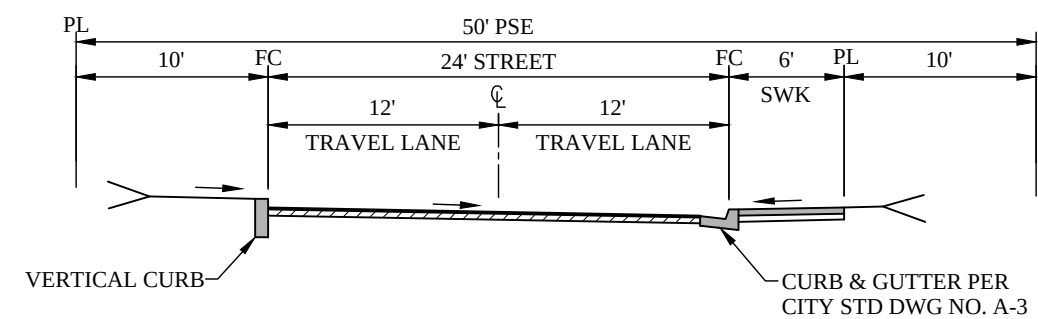
(L) 34' STREET (PRIVATE)
 (PARALLEL PARKING ONE SIDE)
 NO SCALE

PRIVATE DRIVE N & P



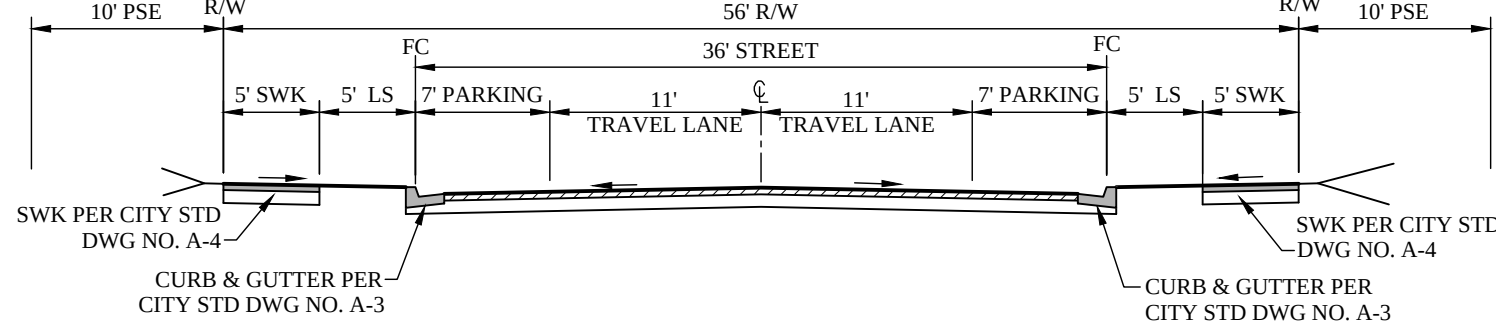
(M) 24' STREET (PRIVATE)
 NO SCALE

PRIVATE DRIVE A



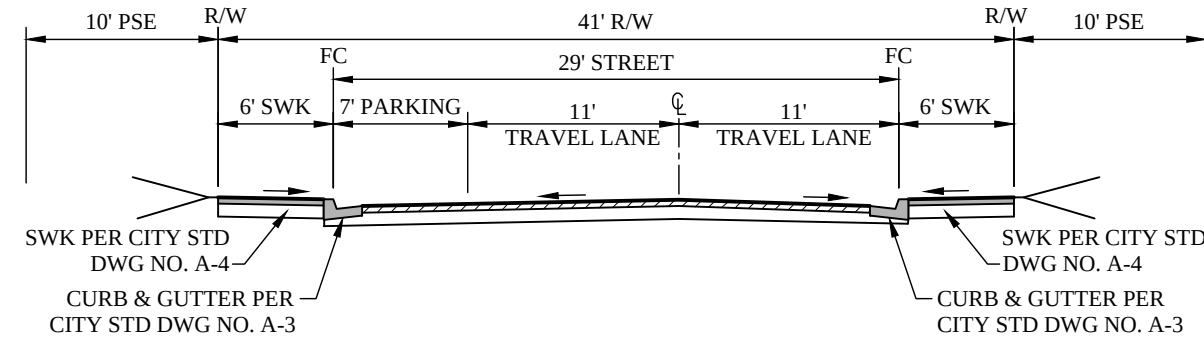
(N) 24' STREET (PRIVATE)
 NO SCALE

PRIVATE DRIVE L



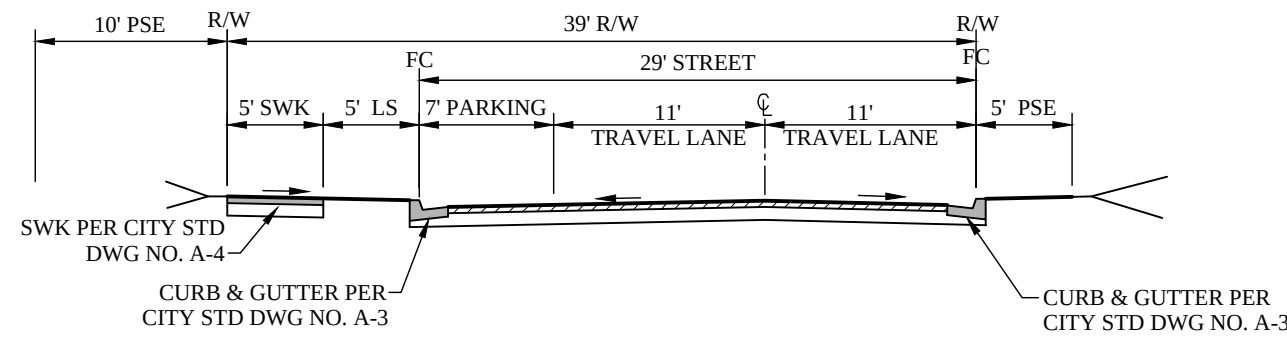
(A) 56' STREET (PUBLIC)
 (PARKING BOTH SIDES)
 NO SCALE

STREETS A THROUGH H
PRIVATE STREET J



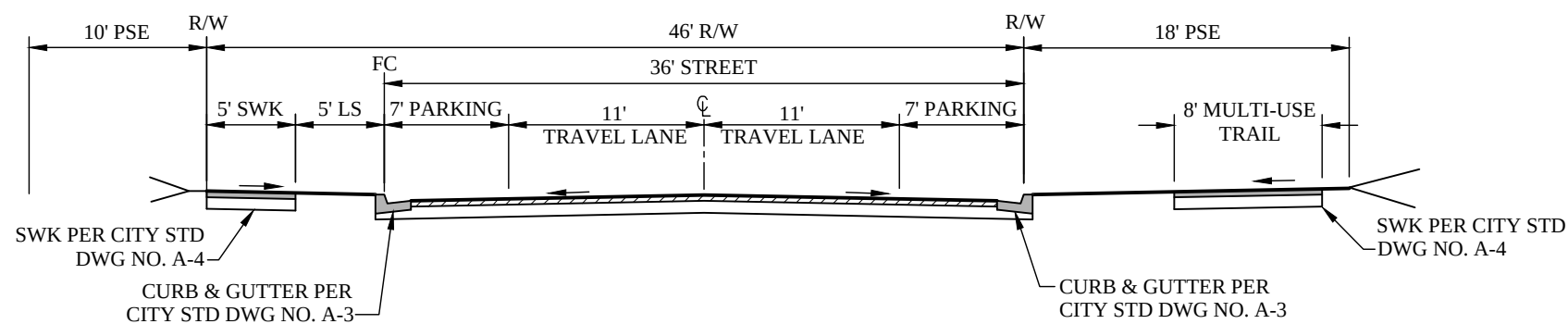
(C) 49' STREET (PRIVATE)
 (PARKING ONE SIDE)
 NO SCALE

PRIVATE STREET K
PRIVATE STREET L



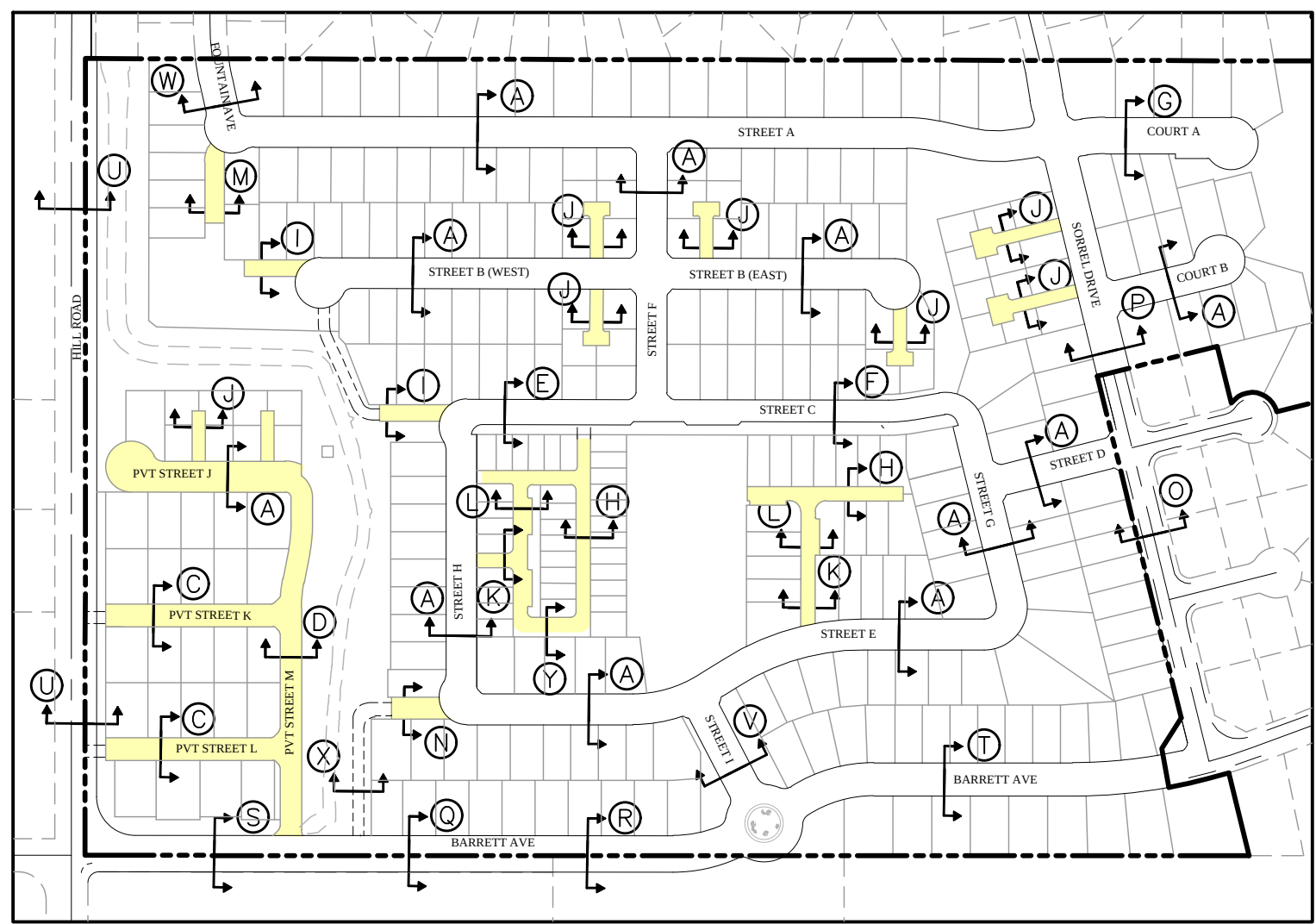
(D) 39' STREET (PRIVATE)
 (PARKING ONE SIDE)
 NO SCALE

PRIVATE STREET M



(E) 46' STREET (PUBLIC)
 (PARKING BOTH SIDES)
 NO SCALE

STREET C



KEY MAP

PRIVATE STREETS

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

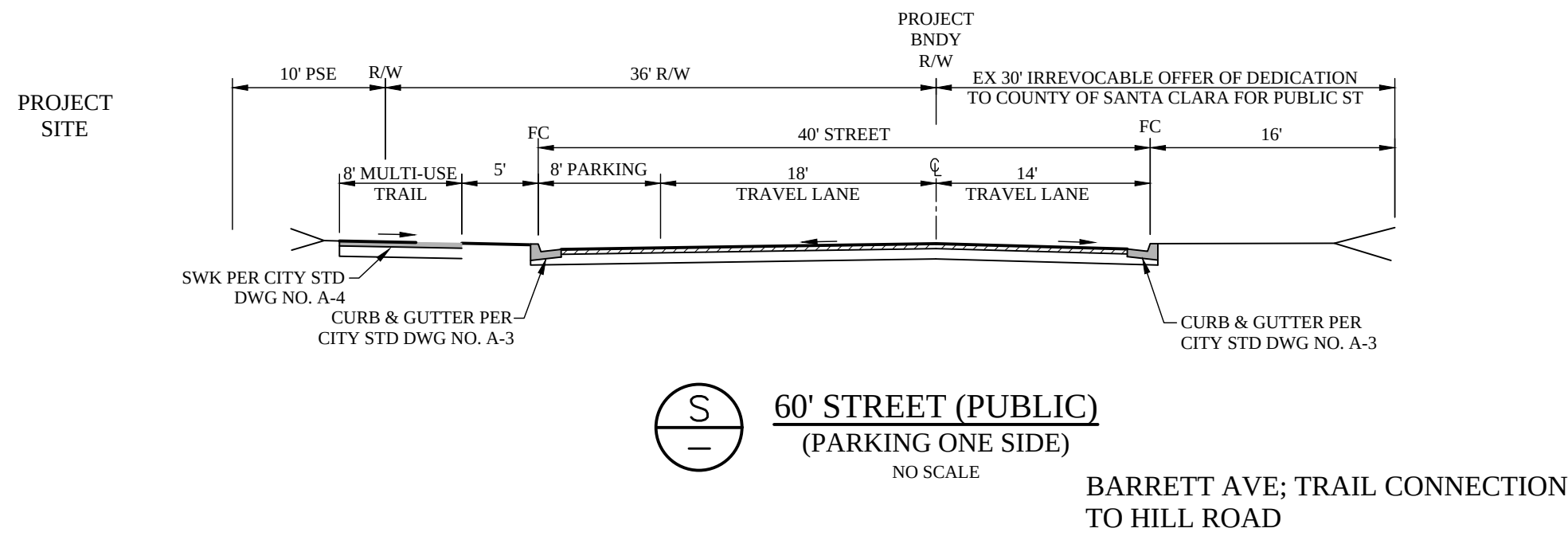
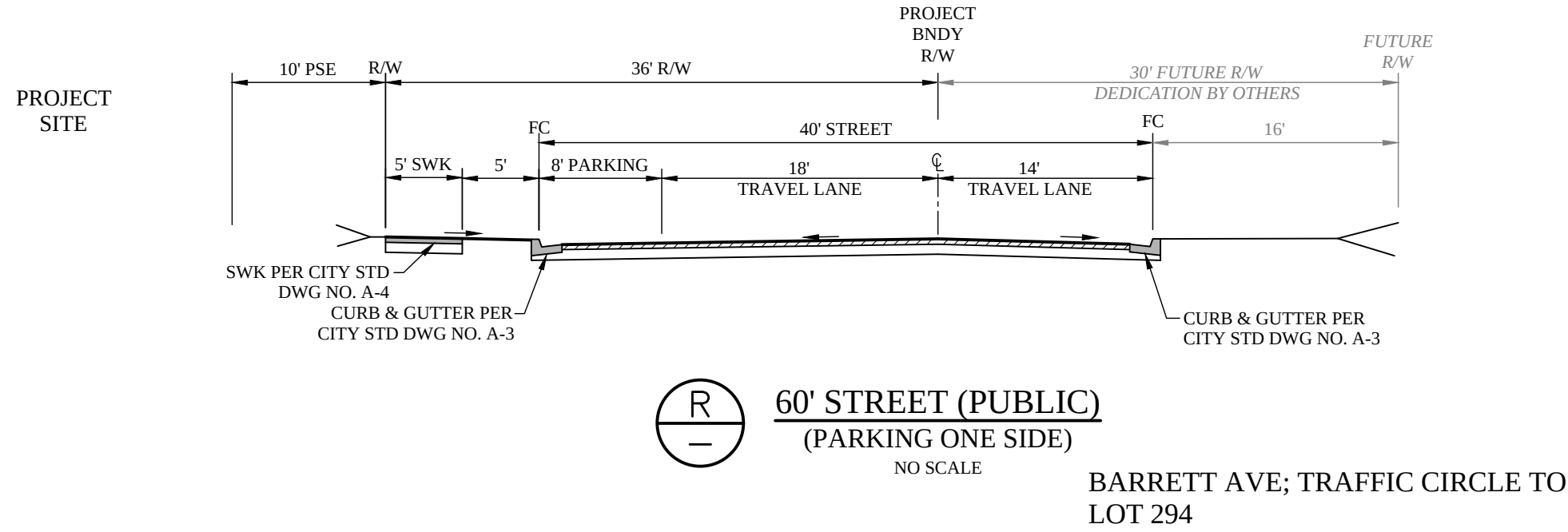
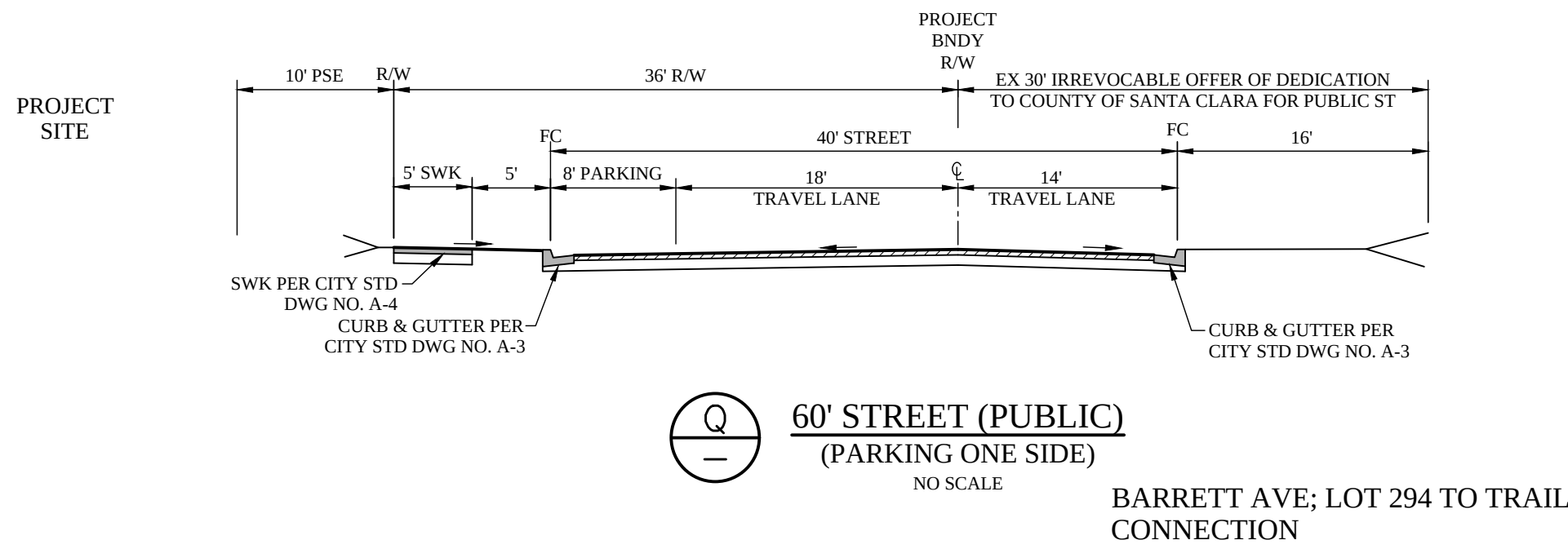
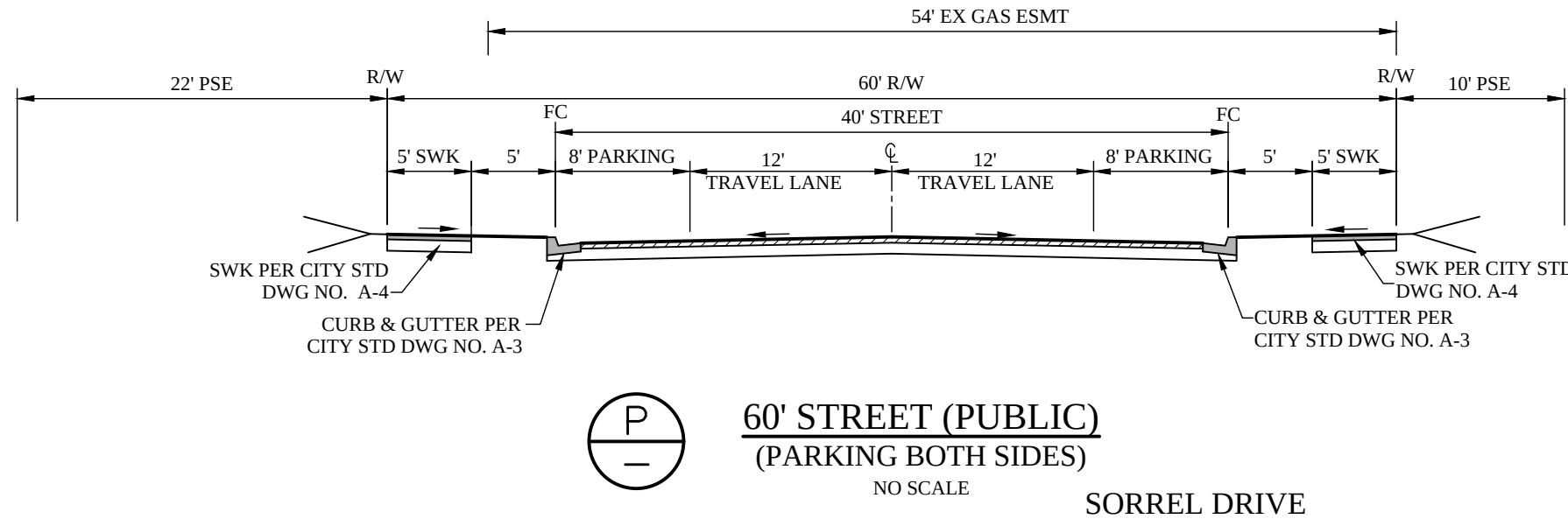
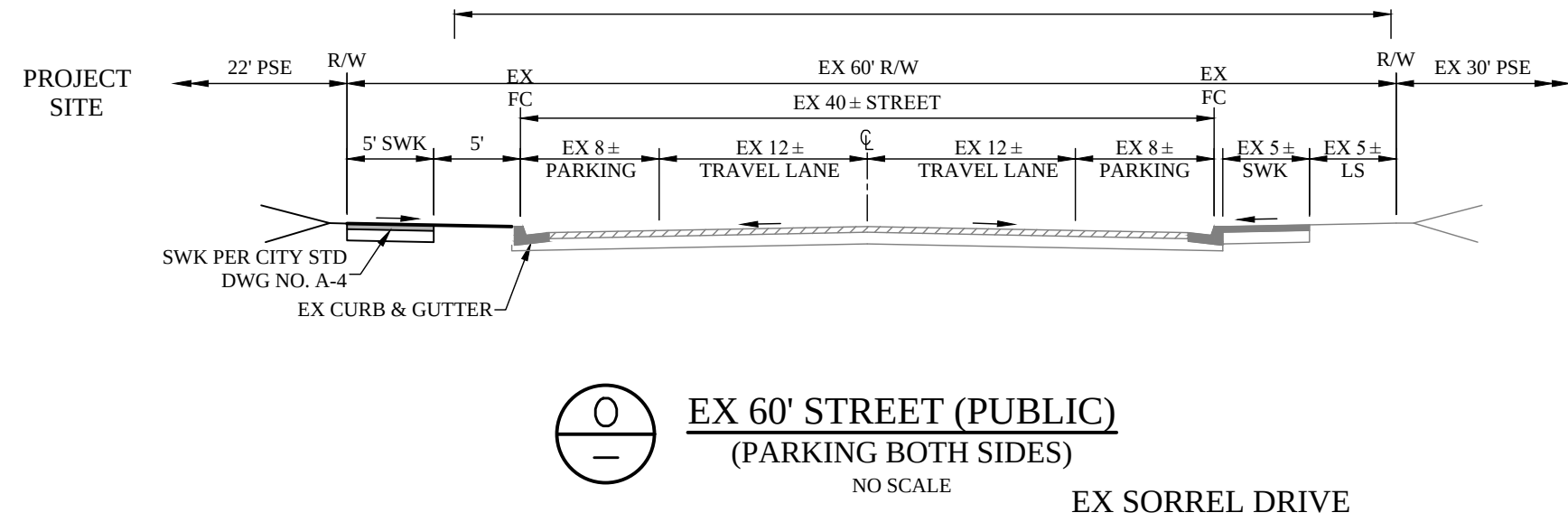
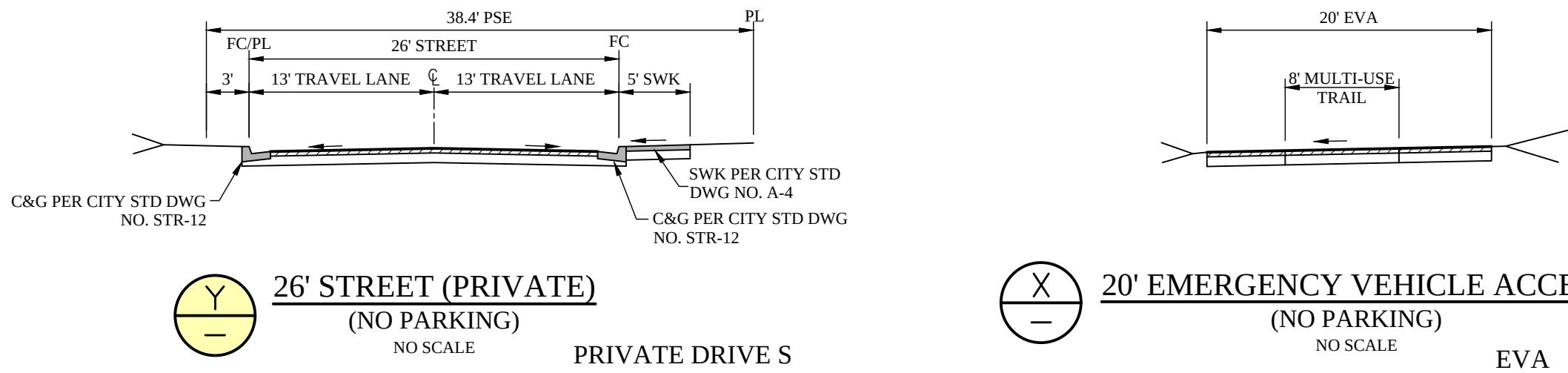
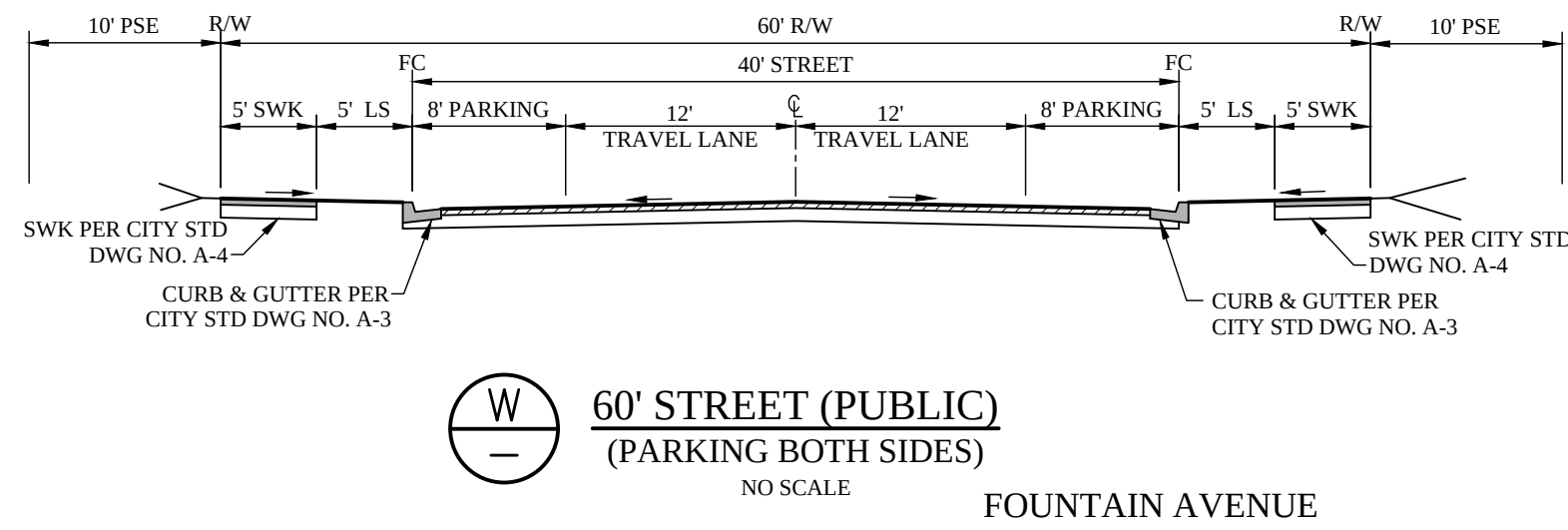
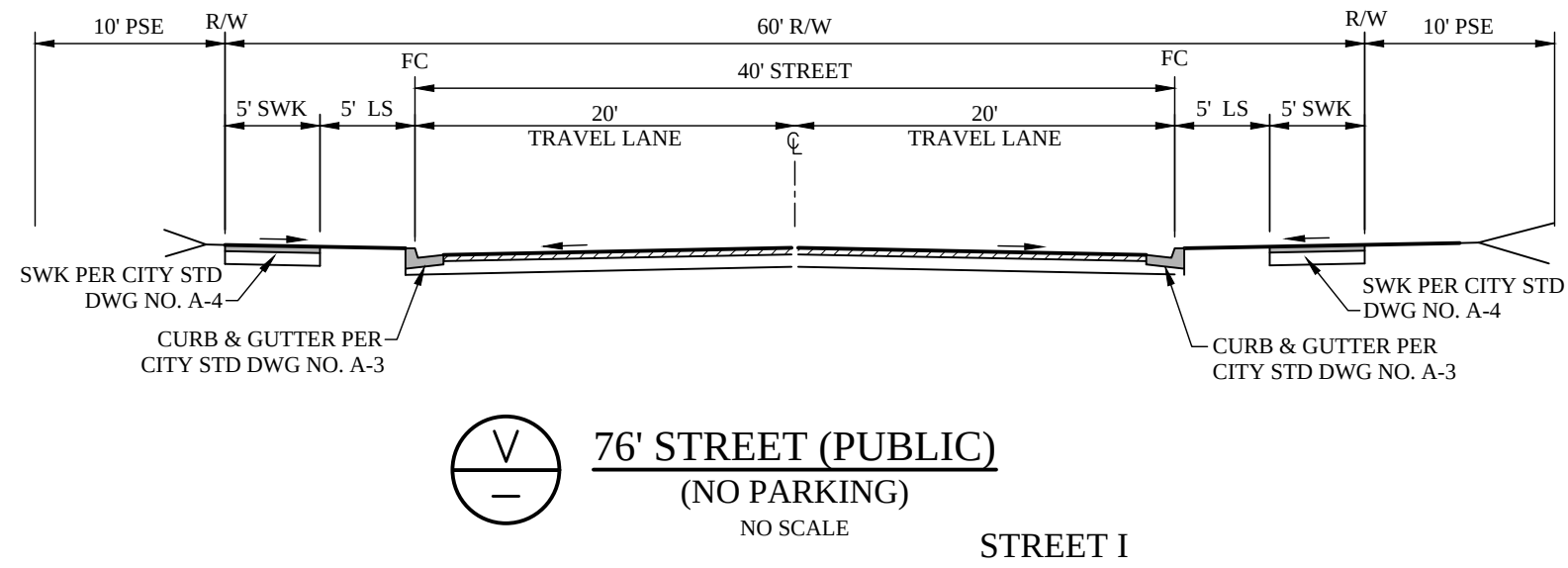
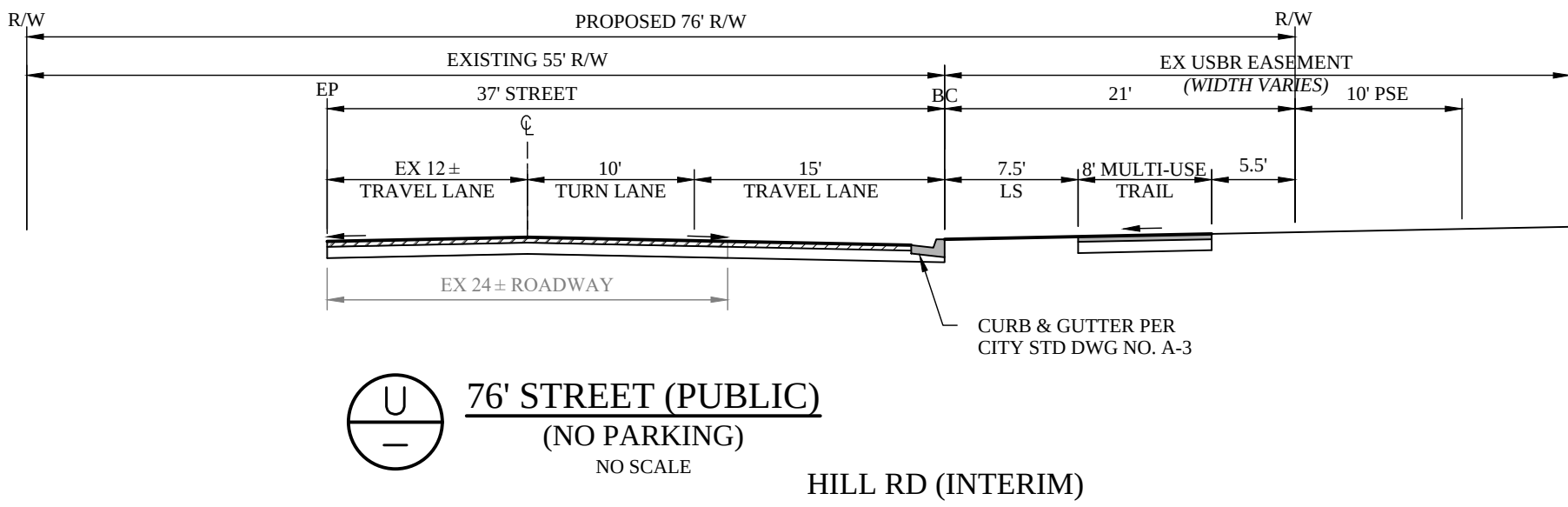
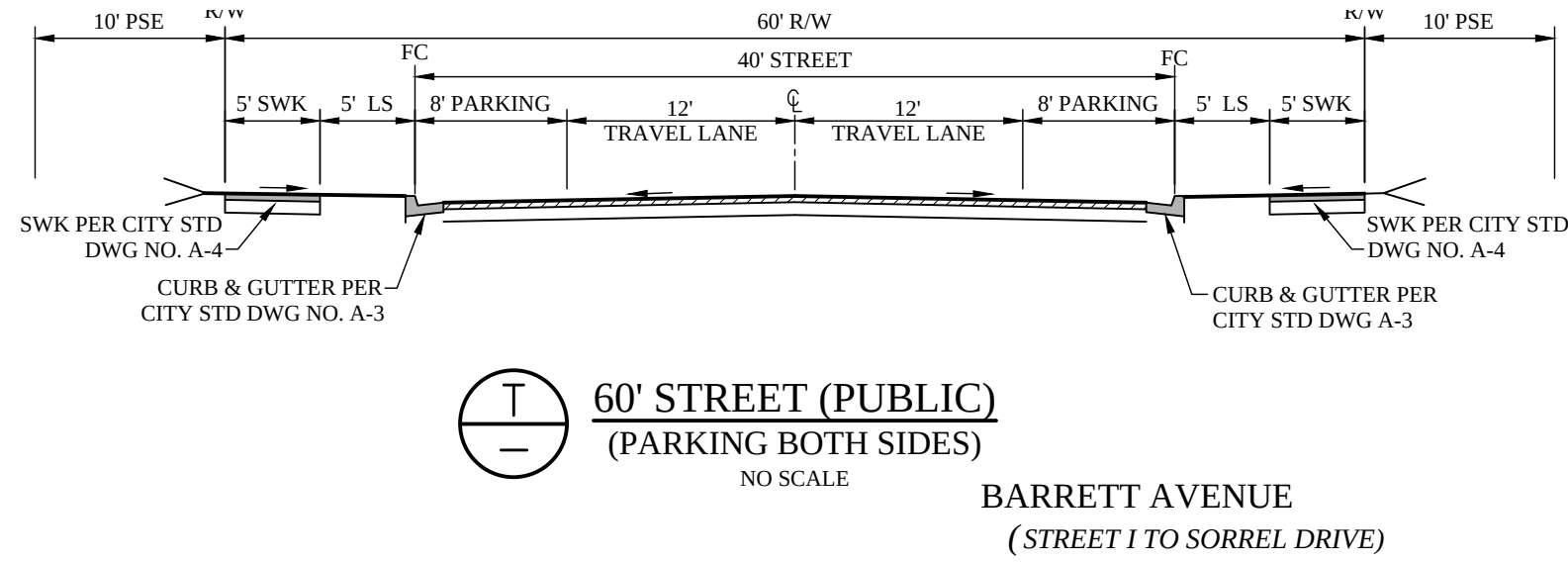


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NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



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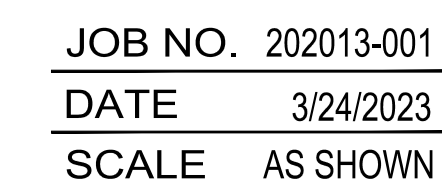


1. ALL PROPOSED GRADES SHOWN ON THIS PRELIMINARY GRADING PLAN ARE PRELIMINARY AND SUBJECT TO REFINEMENT DURING FINAL DESIGN.
2. TREE NUMBERS REFER TO THE ARBORIST'S REPORT FOR THIS PROJECT. SEE REPORT FOR MORE INFORMATION.

P 357.8	APPROXIMATE PAD ELEVATION
$\times^{352.6}$	APPROXIMATE SPOT ELEVATION
	SLOPE
	POSSIBLE RETAINING WALL
1.5%	ANTICIPATED STREET SLOPE
	EMERGENCY OVERLAND RELEASE
	APPROXIMATE LIMITS OF MASS/ROUGH GRADING
	EXISTING CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
241	TREE TO SAVE (PROTECT IN PLACE)
226	TREE TO BE REMOVED

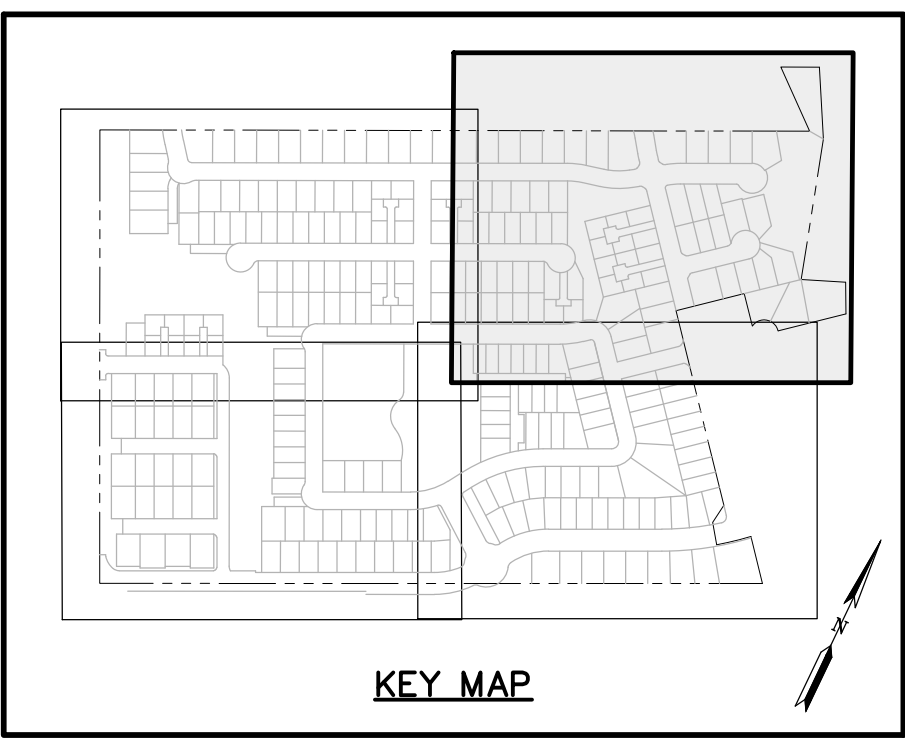


BY MORGAN HILL DEVCO, LLC



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ZA2021-0001

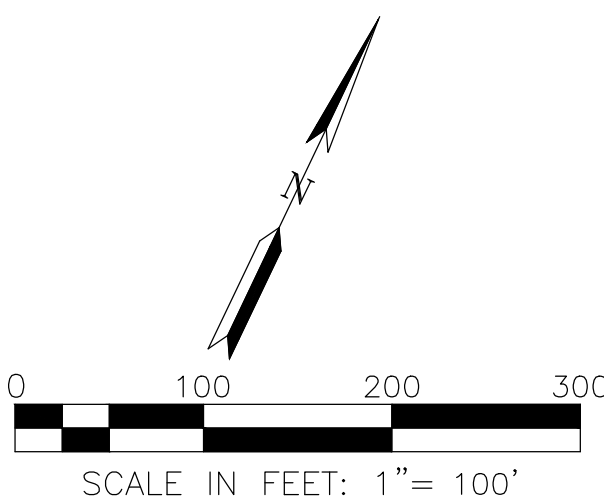


GRADING NOTES

1. ALL PROPOSED GRADES SHOWN ON THIS PRELIMINARY GRADING PLAN ARE PRELIMINARY AND SUBJECT TO REFINEMENT DURING FINAL DESIGN.
2. TREE NUMBERS REFER TO THE ARBORIST'S REPORT FOR THIS PROJECT. SEE REPORT FOR MORE INFORMATION.

GRADING LEGEND

- | | |
|---------|--|
| P 357.8 | APPROXIMATE PAD ELEVATION |
| 352.6 | APPROXIMATE SPOT ELEVATION |
| 1.5% | SLOPE |
| 1.5% | POSSIBLE RETAINING WALL |
| 1.5% | ANTICIPATED STREET SLOPE |
| 1.5% | EMERGENCY OVERLAND RELEASE |
| 1.5% | APPROXIMATE LIMITS OF MASS/ROUGH GRADING |
| 350 | EXISTING CONTOUR |
| 355 | PROPOSED MINOR CONTOUR |
| 241 | PROPOSED MAJOR CONTOUR |
| 226 | TREE TO SAVE (PROTECT IN PLACE) |
| 226 | TREE TO BE REMOVED |



NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



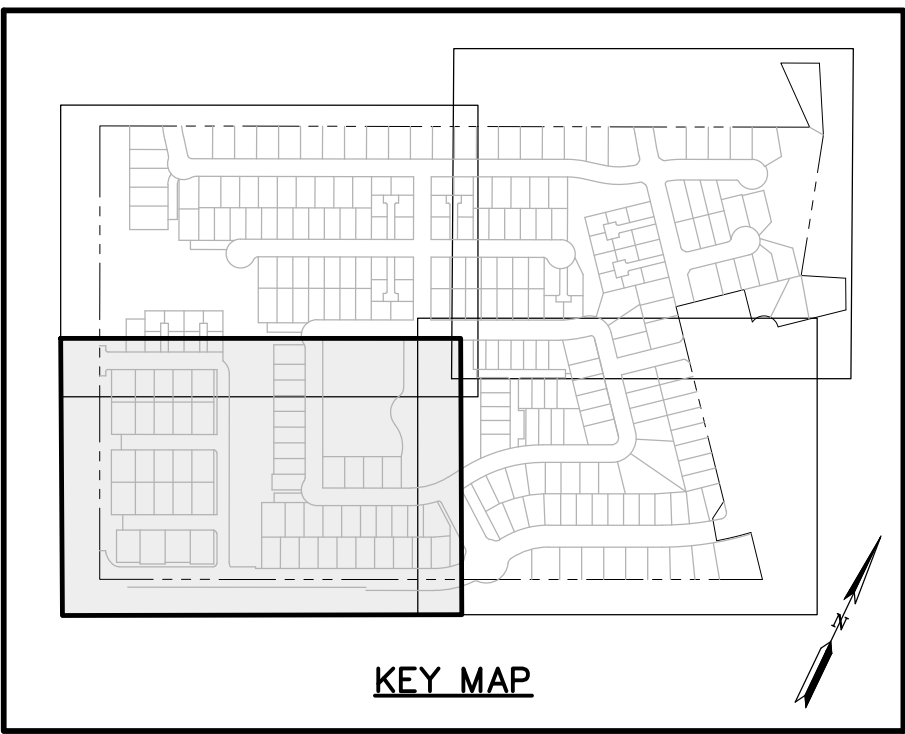
JOB NO. 202013-001

DATE 3/24/2023

SCALE AS SHOWN

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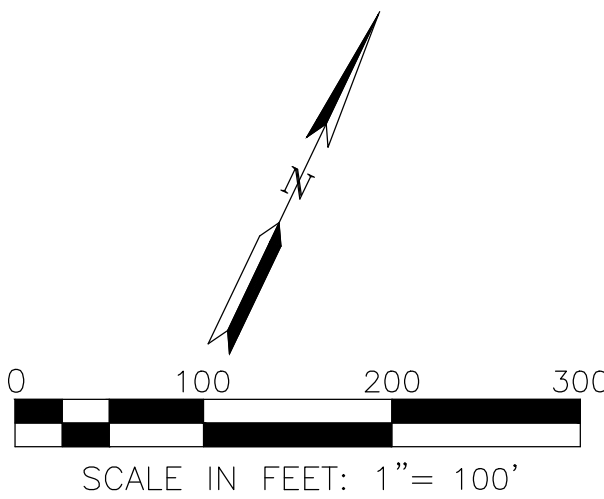


GRADING NOTES

- ALL PROPOSED GRADES SHOWN ON THIS PRELIMINARY GRADING PLAN ARE PRELIMINARY AND SUBJECT TO REFINEMENT DURING FINAL DESIGN.
- TREE NUMBERS REFER TO THE ARBORIST'S REPORT FOR THIS PROJECT. SEE REPORT FOR MORE INFORMATION.

GRADING LEGEND

- P 357.8 APPROXIMATE PAD ELEVATION
- 352.6 APPROXIMATE SPOT ELEVATION
- 1.5% SLOPE
- POSSIBLE RETAINING WALL
- 1.5% ANTICIPATED STREET SLOPE
- EMERGENCY OVERLAND RELEASE
- 350 APPROXIMATE LIMITS OF MASS/ROUGH GRADING
- EXISTING CONTOUR
- 355 PROPOSED MINOR CONTOUR
- 241 PROPOSED MAJOR CONTOUR
- 226 TREE TO SAVE (PROTECT IN PLACE)
- 226 TREE TO BE REMOVED



NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC

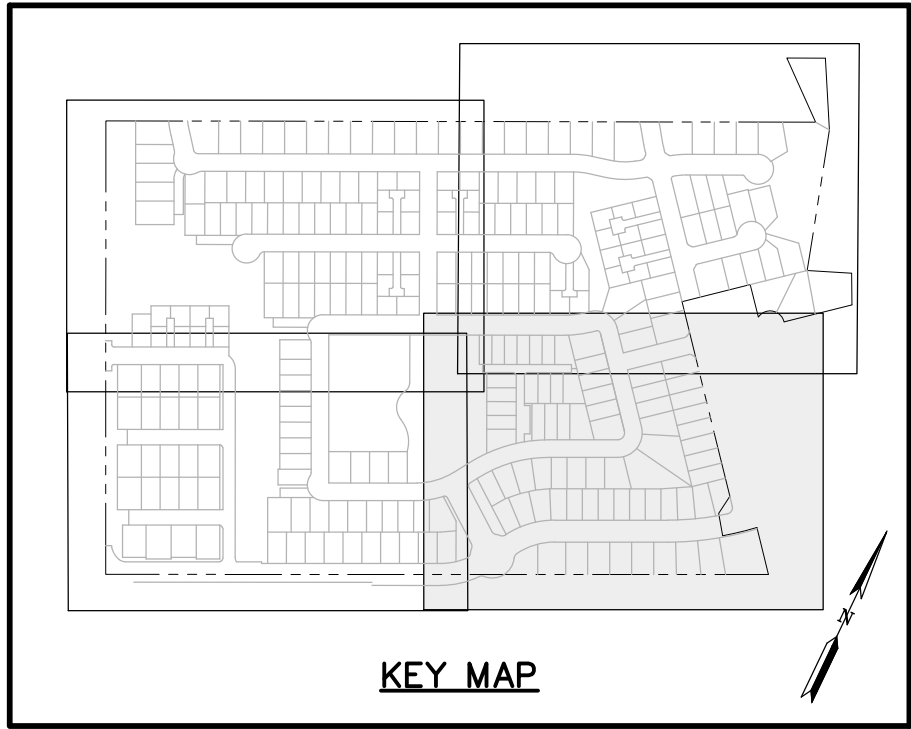
PRELIMINARY GRADING - SOUTHWEST



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DATE 3/24/2023
SCALE AS SHOWN

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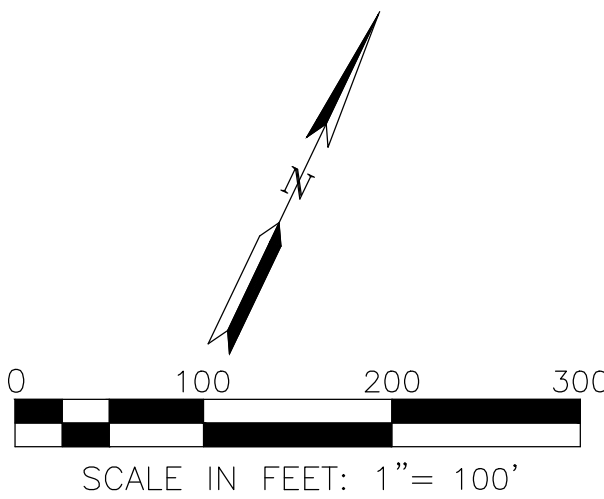


GRADING NOTES

1. ALL PROPOSED GRADES SHOWN ON THIS PRELIMINARY GRADING PLAN ARE PRELIMINARY AND SUBJECT TO REFINEMENT DURING FINAL DESIGN.
2. TREE NUMBERS REFER TO THE ARBORIST'S REPORT FOR THIS PROJECT. SEE REPORT FOR MORE INFORMATION.

GRADING LEGEND

- P 357.8 APPROXIMATE PAD ELEVATION
- 352.6 APPROXIMATE SPOT ELEVATION
- SLOPE
- POSSIBLE RETAINING WALL
- 1.5% ANTICIPATED STREET SLOPE
- EMERGENCY OVERLAND RELEASE
- APPROXIMATE LIMITS OF MASS/ROUGH GRADING
- EXISTING CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- 241 TREE TO SAVE (PROTECT IN PLACE)
- 226 TREE TO BE REMOVED



NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC

PRELIMINARY GRADING - SOUTHEAST

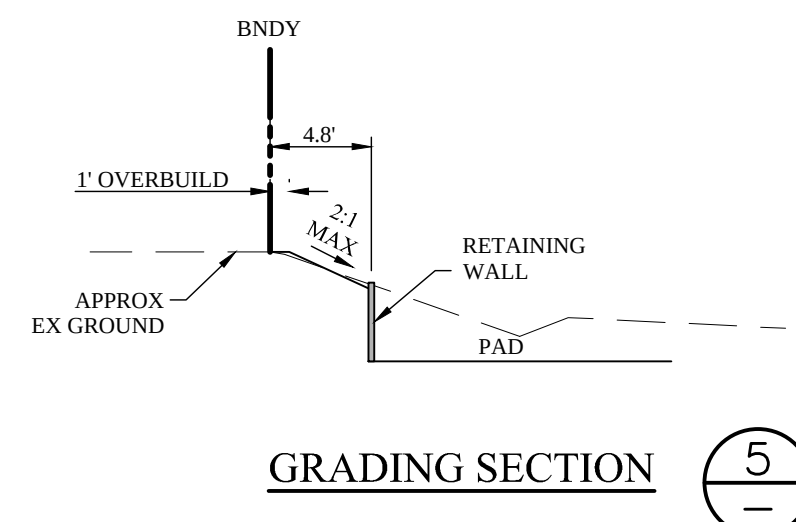
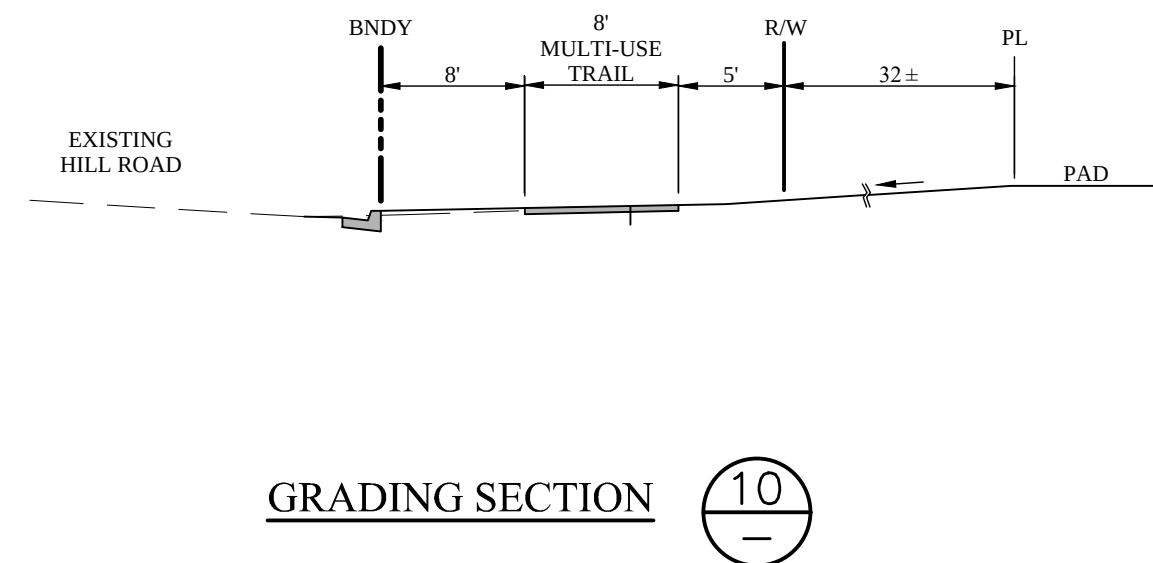
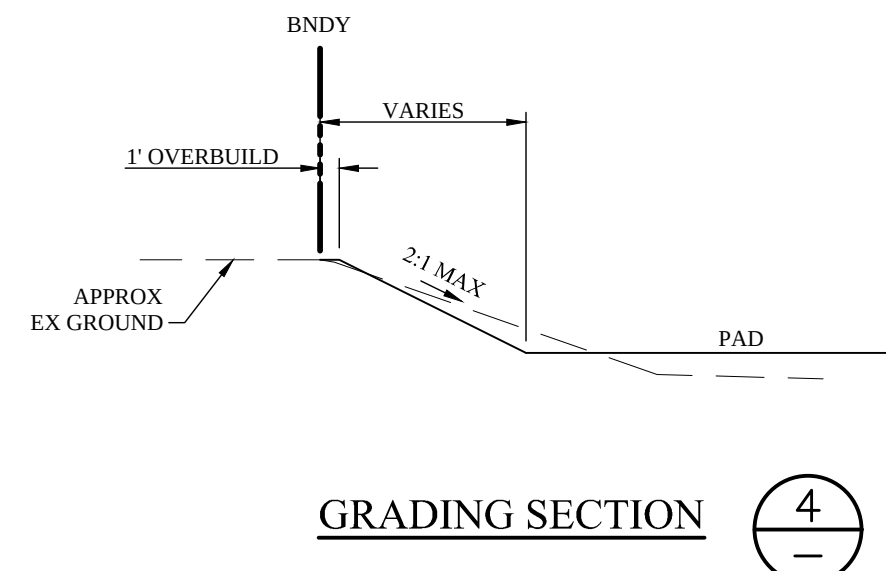
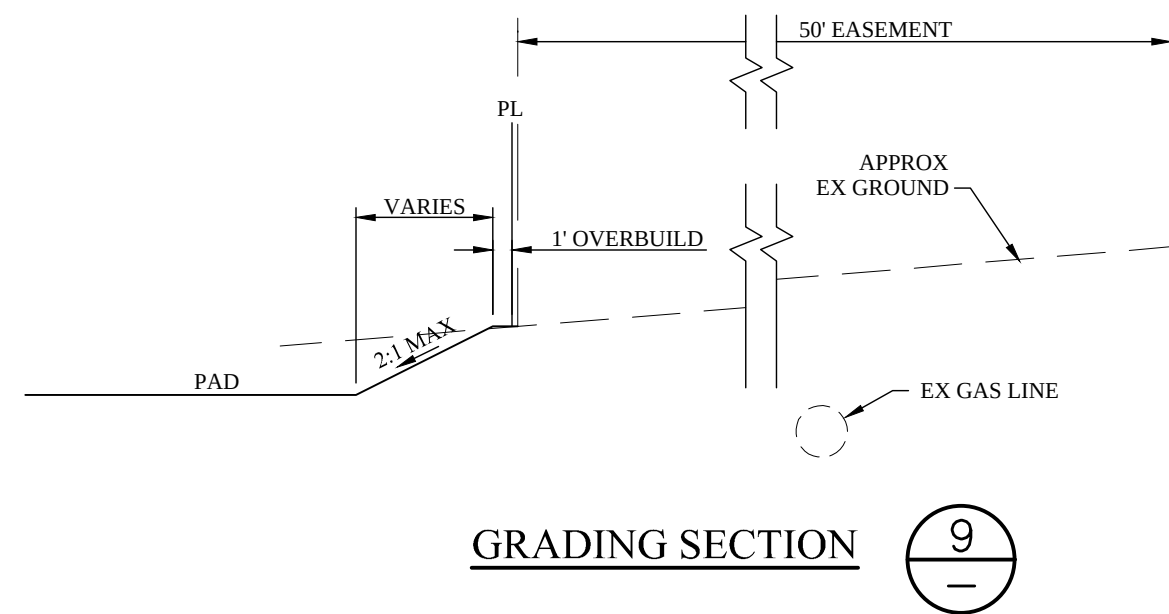
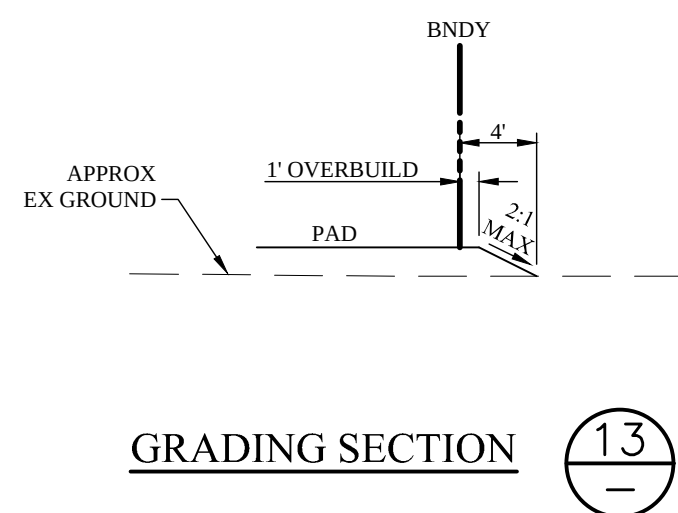
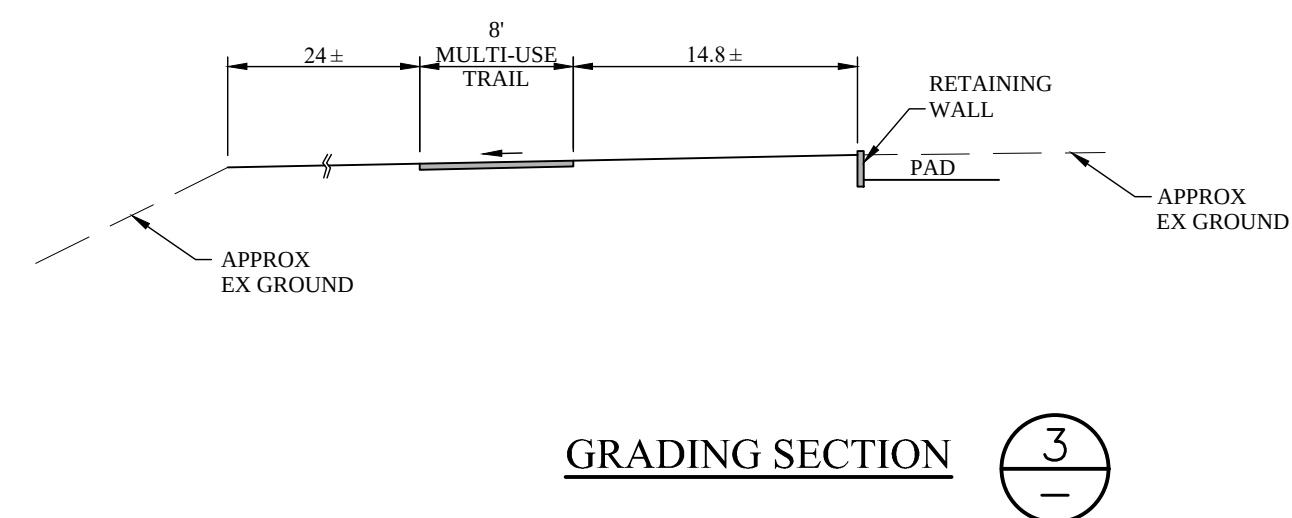
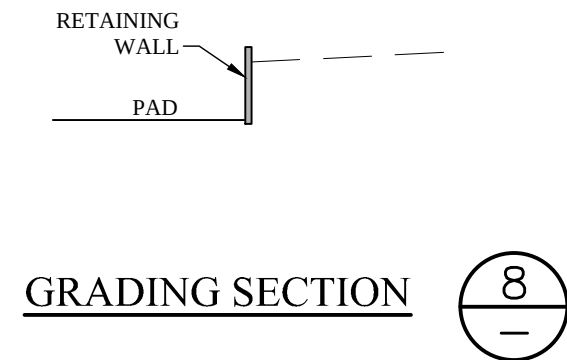
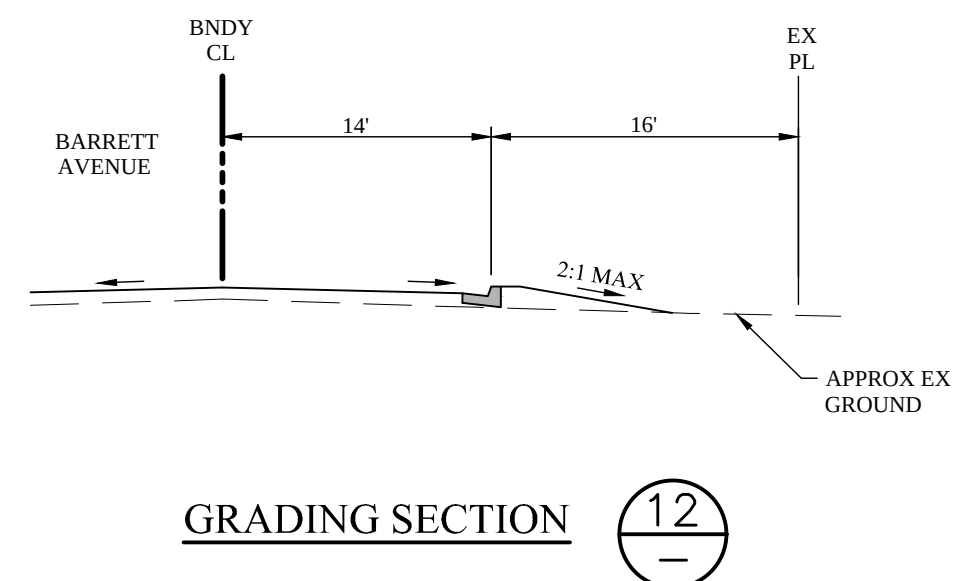
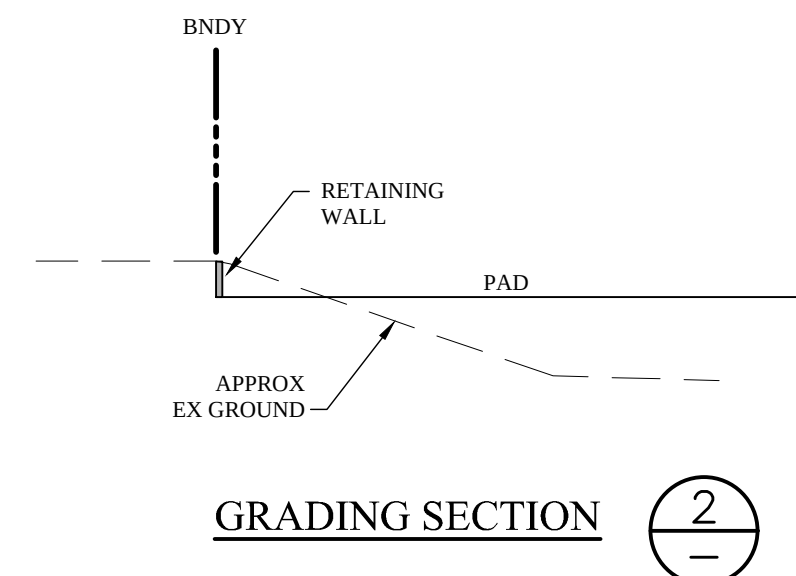
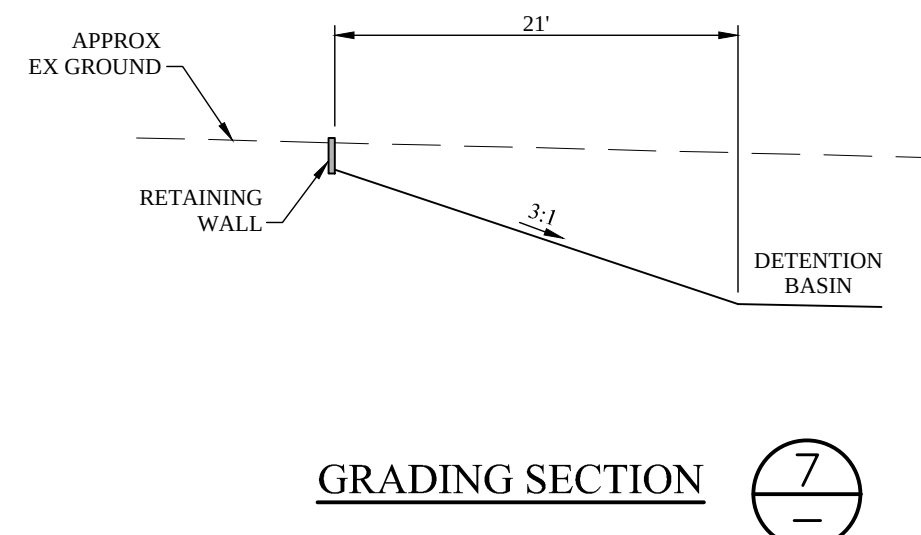
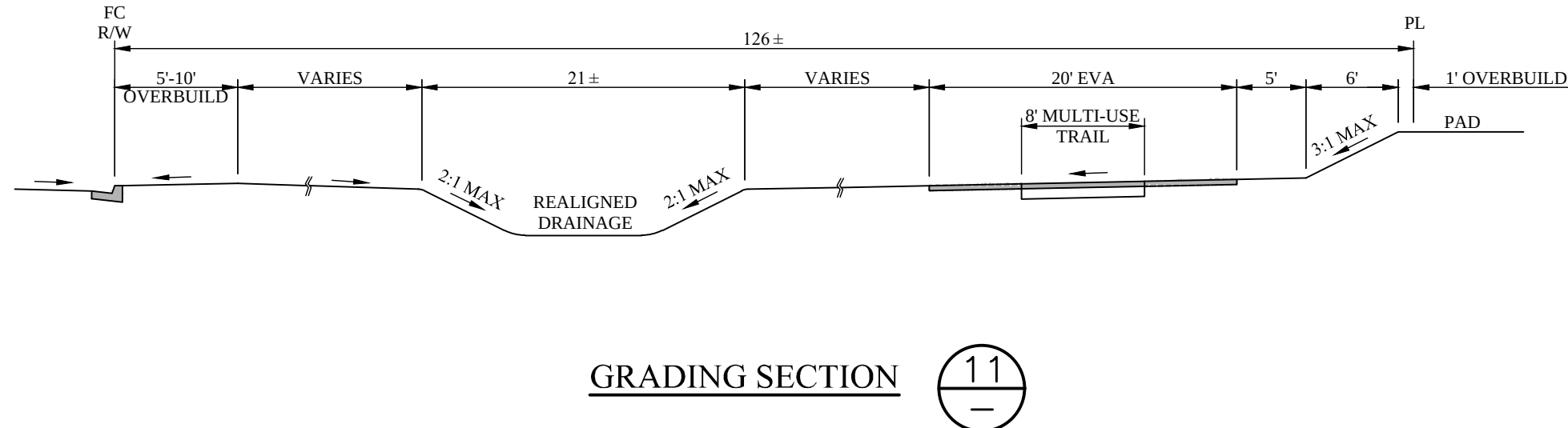
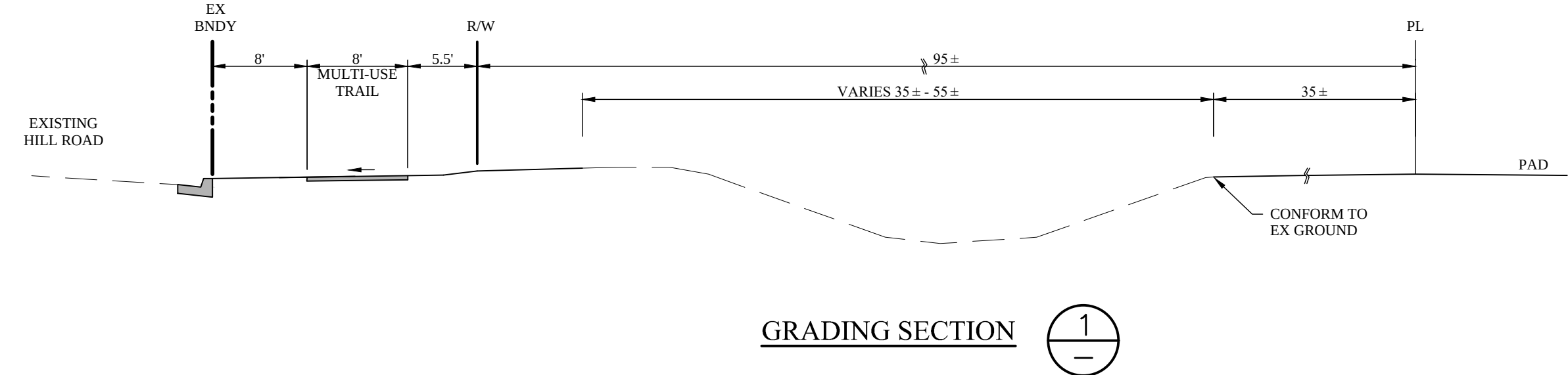
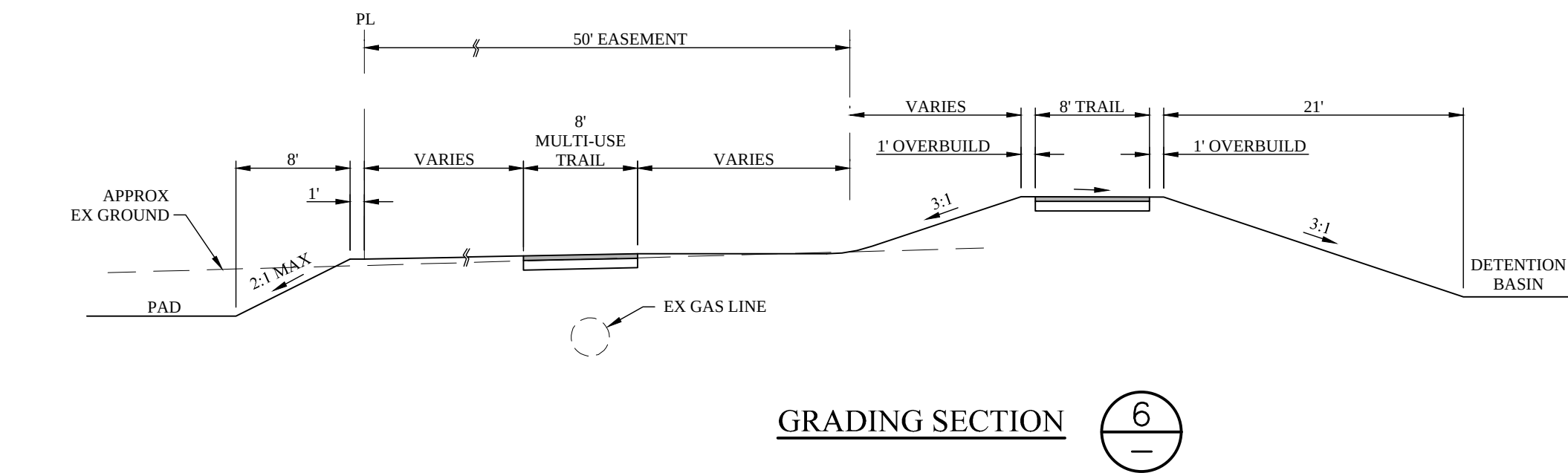


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ZA2021-0001

PLOT DATE: March 23, 2023
FILE PATH: W:\Jobs 20\202013 - New Horizons\Drawings\Prelim\Applications\Planned Development (PD)\20 PRELIMINARY GRADING SECTIONS-PD.dwg



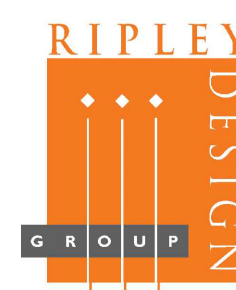
PRELIMINARY GRADING SECTIONS

NO SCALE

GRADING SECTIONS

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

PD-20
ZA2021-0001

RESOLUTION NO. 24-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL RECOMMENDING THAT THE CITY COUNCIL CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE NEW HORIZONS (HILL – MORGAN HILL DEVCO) PROJECT AS CONSISTENT WITH THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND ADOPT A STATEMENT OF OVERRIDING CONSIDERATIONS REGARDING ENVIRONMENTAL IMPACTS AND A RELATED MITIGATION MONITORING AND REPORTING PROGRAM

WHEREAS, an Environmental Impact Report (EIR) (SCH Number 2021060587) was prepared for the New Horizons (Hill – Morgan Hill Devco) Project in accordance with the California Environmental Quality Act (CEQA). A Notice of Preparation (NOP) was circulated between June 25, 2021 and July 25, 2021 and a scoping meeting was held on July 13, 2021 to receive comments regarding the scope and content of the EIR. The Draft EIR was circulated between November 3, 2023 and January 3, 2024 and a Community Open House held on December 4, 2023 to provide opportunity for the public to submit verbal comments and written comments on the EIR; and

WHEREAS, the City of Morgan Hill received comments on the Draft EIR by individuals / organizations. Responses to those comments and minor changes to the Draft EIR were included in a Final EIR document in accordance with the requirements of CEQA; and

WHEREAS, the information contained in the Final EIR, consisting of the Draft EIR document in combination with the Final EIR document, was reviewed and considered by the Planning Commission at a duly-noticed Planning Commission public hearing held on September 24, 2024; and the Planning Commission took action to recommend to the City Council that the Final EIR be certified as being found complete, correct, and in substantial compliance with the requirements of the California Environmental Quality Act; and

WHEREAS, the Environmental Impact Report concluded that implementation of the Project could result in two significant and unavoidable impacts on the environment and identified mitigation measures that would reduce some but not all of those significant impacts to a less-than significant level; and

WHEREAS, in connection with the approval of a project involving the preparation of an Environmental Impact Report that identifies one or more significant and unavoidable environmental impacts, CEQA requires the decision-making body of the lead agency to incorporate feasible mitigation measures that would reduce significant and unavoidable environmental impact(s) to a less-than-significant level and/or adopt a Findings of Fact and Statement of Overriding Considerations; and

WHEREAS, whenever a lead agency approves a project requiring the implementation of measures to mitigate or avoid significant and unavoidable impact(s) on the environment, CEQA also requires a lead agency to adopt a mitigation monitoring and reporting program to ensure compliance with the mitigation measures during project implementation, and such a mitigation monitoring and reporting program has been prepared for the Project for consideration by the decision-maker of the City of Morgan Hill as lead agency for the Project (the "Mitigation Monitoring and Reporting Program"); and

WHEREAS, the City of Morgan Hill is the lead agency on the Project, and the City Council is the decision-making body for the proposed approval to construct and otherwise undertake the Project; and

WHEREAS, the Environmental Impact Report and the related Findings of Fact and Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Project are, by this reference, incorporated into this Resolution as if fully set forth herein; and

WHEREAS, the Environmental Impact Report, incorporating any Addenda, and related Findings of Fact and Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Project are on file in the Development Services Department located at 17575 Peak Avenue, Morgan Hill, California, 95037, and are available for inspection by any interested person at that location.

NOW, THEREFORE, THE MORGAN HILL PLANNING COMMISSION DOES RESOLVE AS FOLLOWS:

SECTION 1: RECOMMENDED FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS TO THE CITY COUNCIL OF THE CITY OF MORGAN HILL REGARDING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE NEW HORIZONS (HILL – MORGAN HILL DEVCO) PROJECT: The Planning Commission hereby recommends that the City Council find, determine, and declare the findings and facts and statement of overriding considerations as set forth in the attached Exhibit "A" by this reference incorporated herein.

SECTION 2: CERTIFICATION OF FINAL EIR: The Planning Commission recommends that the City Council hereby certify that the Final EIR has been completed in compliance with CEQA.

PASSED AND ADOPTED THIS 24th DAY OF SEPTEMBER 2024, AT A REGULAR MEETING OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS: DOWNEY, LAKE, KUMAR, MUELLER

NOES: COMMISSIONERS: HABIB, WILSON

ABSTAIN: COMMISSIONERS: NONE

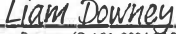
ABSENT: COMMISSIONERS: TANDA

ATTEST:



JENNA LUNA, Deputy City Clerk

APPROVED:



Liam Downey (Oct 21, 2024 07:36 PDT)
LIAM DOWNEY, Chair

EXHIBIT "A"

FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS BY THE CITY COUNCIL OF THE CITY OF MORGAN HILL REGARDING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE NEW HORIZONS (HILL – MORGAN HILL DEVCO) PROJECT (State Clearinghouse No. 2021060587)

The following Findings, the mitigation measures specified herein, and the Mitigation Monitoring and Reporting Program attached hereto are hereby adopted by the Morgan Hill City Council in accordance with the California Environmental Quality Act (CEQA), Public Resources Code Section 21081, 21081.5 and 21081.6, and the CEQA Guidelines, Title 14, California Code of Regulations, Sections 15091 and 15092 for the Crosswinds Residential (project).

Section 15091 of the CEQA Guidelines states that:

- a. No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:*
 - (1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.*
 - (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.*
 - (3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.*

In short, CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to avoid or mitigate significant environmental impacts that will otherwise occur with implementation of the project. Project mitigation or alternatives are not required, however, where they are infeasible or where the responsibility for modifying the project lies with another agency.

For those significant effects that cannot be mitigated to a less-than-significant level, the public agency is required to find that specific overriding economic, legal, social,

technological, or other benefits of the project outweigh the significant effects on the environment. The CEQA Guidelines state in section 15093 that:

“If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered ‘acceptable.’”

A. ENVIRONMENTAL REVIEW PROCESS

The Environmental Impact Report (EIR) prepared by the City of Morgan Hill (City) in consultation with David J. Powers & Associates for the New Horizons (Hill – Morgan Hill Devco) Project (project) consists of the Draft EIR (Draft EIR) and the Final EIR / Response to Comments on the Draft EIR.

On June 25, 2021, the City of Morgan Hill circulated a Notice of Preparation (NOP) for a 30-day comment period to request input on the types of impacts that could result from the proposed project. The Draft EIR was made available for public review for a 60-day comment period that began on November 3, 2023 and ended on January 3, 2024. The Notice of Availability of a Draft EIR was posted with the Santa Clara County Clerk, sent to the State Clearinghouse, published on the City’s website, and mailed to responsible agencies. The City of Morgan Hill received verbal and written comments during the public comment period.

The City released the Final EIR for public review on August 27, 2024. The Final EIR consists of copies of all comments received on the Draft EIR, a list of commenters, all responses to comments, and Draft EIR text revisions. The Final EIR, Draft EIR, and Mitigation Monitoring and Reporting Program (MMRP) together comprise the EIR for the project. The analysis and conclusions contained in the EIR reflect the independent judgment of the City.

B. PROJECT DESCRIPTION

Section 3 of the Draft EIR includes a detailed description of the project. Other than minor clarifications, no revisions to the project description were required.

The approximately 69.4-acre project site is located at the northeast quadrant of Barrett Avenue and Hill Road in the City of Morgan Hill (Assessor’s Parcel Number [APN] 817-20-031). The project site is largely undeveloped, and the ground is predominantly fallowed. There are four vacant structures, formerly used for agricultural purposes, totaling approximately 25,000 square feet on the southeastern portion of the site, surrounded by trees. PG&E has easements for two existing gas lines on the eastern portion of the project site. There is an existing retention basin on the southwestern portion of the site. Tennant Creek bisects the project site from the northwest boundary to southwest boundary. The project site is bounded by Barrett Avenue, agricultural land, and rural residences to the south; Hill Road, warehouse/storage structures, industrial structures, and rural residences to the west; and single-family residences to the north

and east. Sorrel Way is located northeast of the site. Jackson Park and Jackson Elementary School are located northerly adjacent to the project site.

The proposed project would remove the existing structures and develop the project site with a total of 320 residential units. The project proposes to subdivide the project site into 320 lots. The new lots would facilitate the development of 223 one- to two-story single-family detached houses, 42 court-style houses, 21 senior (i.e., age-restricted) cottages, 34 senior duet units. Out of the 223 single family homes, 23 of them include an accessory dwelling unit (ADU), and all 21 senior cottage units include an ADU. The maximum height of the residences would be 26 feet above the ground surface and would vary between one to two stories. Single-family detached houses would be located throughout the entire site. The age-restricted cottages and duets would be centrally located on the site. The project would include approximately six acres of private open space and four acres of public open space. The project also proposes off-site improvements to Jackson Park, Jackson Elementary School, Hill Road, and Barrett Avenue

The project as proposed results in two significant and unavoidable impacts on agricultural resources and transportation.

The EIR evaluates four project alternatives that are further discussed in section "F. Alternatives" of this Resolution.

C. SIGNIFICANT UNAVOIDABLE ADVERSE IMPACTS AND DISPOSITION OF RELATED MITIGATION MEASURES

The following findings are hereby made by the City of Morgan Hill City Council for the significant environmental effects identified in the EIR related to agriculture resources (impacts related to conversion of Important Farmland) and transportation (impacts related to vehicle miles traveled [VMT]). The Final EIR identified the following impacts associated with the project that would be significant and unavoidable:

1. **Agricultural Impact AG-1:** Conversion of approximately 44 acres of Prime Farmland and approximately five acres of Farmland of Statewide Importance would constitute a significant impact to agricultural resources. (Significant and Unavoidable Impact)

Mitigation Measure MM AG-1.1: A minimum of one acre of agricultural land (1:1 mitigation ratio) shall be preserved for each acre of agricultural land changed to a non-agricultural use. The required acreage of area to be protected through an agricultural conservation easement or agricultural preservation in-lieu fee will depend on the measurement of affected area. The area of land designated as Prime Farmland and Farmland of Statewide Importance shall be used for calculating the required mitigation.

Mitigation Measure MM AG-1.2: Conversion of agricultural land shall require offsetting acquisition and/or dedication of agricultural conservation easements over approved agricultural mitigation land, or payment to the City of the agricultural preservation in-lieu fee, to support agricultural preservation activities. Developer acquisition/dedication of easements shall require the project to pay an agricultural lands preservation program stewardship fee to cover administrative costs and ongoing management and monitoring of the easements. Agricultural mitigation fees shall be required prior to the acceptance of a final map, or prior to issuance of building or grading permits. Easement dedication is required prior to issuance of building permits.

Finding: Based on the Farmland Mapping and Monitoring Program of the California Resources Agency Mapping System, the project site consists of approximately 44 acres of Prime Farmland and 5 acres of Statewide Importance Farmland. The project proposes to develop the site with residential uses. Conversion of the Prime Farmland would constitute a significant impact to agricultural resources. Consistent with the City's Agricultural Preservation Program and Agricultural Mitigation Ordinance, mitigation measures MM AG-1.1 and MM AG-1.2 require a minimum of one acre of agricultural land (1:1 mitigation ratio) to be preserved for each acre of agricultural land changed to a non-agricultural use and acquisition and/or dedication of agricultural conservation easements over approved agricultural mitigation land, or payment to the City of the agricultural preservation in-lieu fee. The project applicant will implement mitigation measures MM AG-1.1 and MM AG-1.2, however, the impact would not be reduced to a less than significant level because, while the project would preserve existing agricultural lands, it would not create any new agricultural lands to offset the loss of Prime and Statewide Importance farmland. There are no other feasible mitigation measures which could be implemented to reduce the loss of agricultural lands to a less than significant level, as CEQA case law affirms the principle that the loss of prime farmland is irreversible, and protection of other existing farmland does not fully offset the lost farmland, but rather prevents further loss. Therefore, the impact would remain significant and unavoidable.

Impacts related to agricultural resources have been mitigated to the extent feasible. The City of Morgan Hill finds that although this impact would be significant and unavoidable, the impact is acceptable when weighed against the overriding social, economic, and other considerations set forth in Section I, *Statement of Overriding Considerations*.

For a detailed description of impacts and mitigation measures, see the appropriate text within the Draft and Final EIR.

2. Transportation Impact TRN-1 and Impact TRN-C: The project would generate 33.25 vehicle miles traveled (VMT) daily per capita, exceeding the threshold of 20.94 VMT per capita. (Significant and Unavoidable Impact)

Mitigation Measure TRN-1.1: MM TRN-1.1: The project applicant shall develop and implement a Transportation Demand Management (TDM) plan which targets a

reduction in residential vehicle trips to and from the site. The TDM plan shall be prepared by a qualified traffic consultant and in coordination with the City of Morgan Hill Development Services Director or Designee. The TDM plan shall quantify the reduction in VMT. The TDM plan shall require the following measures:

- Prior to project occupancy, the project applicant shall make a financial contribution to the City's on-site demand rideshare service (MoGo), as a one-time or annual financial contribution based on City's approval.
- The project shall improve the surrounding pedestrian network by including sidewalks, which terminate at the common property line, allowing for connections to the adjacent property in the event there is future development.

Finding: The project would result in VMT per capita of 33.25, while citywide VMT per capita is 24.64, and the OPR threshold relied upon in the EIR was 20.94 VMT per capita. Using OPR's impact thresholds, the project would need to implement VMT reduction measures to achieve a 24 percent reduction (27.41 to 20.94) in its VMT per capita for the proposed residential uses to reduce its impact to less than significant level. Mitigation measure TRN-1.1 requires the project applicant to make a financial contribution to the City's on-site demand rideshare service, as a one-time or annual financial contribution based on City approval. VMT tool does not include a feature which calculates VMT reduction from the project applicant's contribution to the City's on-site demand rideshare service. The project design features would encourage the use of pedestrian and bicycle facilities, but not to a degree which would have any measurable effect on project VMT. Therefore, the project VMT would continue to be above the 20.94 VMT per capita threshold. There are no other feasible mitigation measures which could be implemented to reduce the transportation impacts. Measures such as carshare programs and transit service expansion programs would not be feasible given the costs to maintain such programs. As mentioned above, even with the implementation of these measures, the project VMT would be above the VMT per capita threshold. Therefore, the impact would remain significant and unavoidable.

Impacts related to transportation have been mitigated to the extent feasible. The City of Morgan Hill finds that although this impact would be significant and unavoidable, the impact is acceptable when weighed against the overriding social, economic, and other considerations set forth in Section I, *Statement of Overriding Considerations*, below.

D. SIGNIFICANT IMPACTS IDENTIFIED IN THE EIR THAT ARE REDUCED TO A LEVEL OF "LESS THAN SIGNIFICANT" BY THE MITIGATION MEASURES INCORPORATED INTO THE PROJECT

The following findings are hereby made by the City of Morgan Hill City Council for the significant environmental effects identified in the EIR that would be reduced to a less than significant level through incorporation of mitigation measures. The City finds for

each of the significant or potentially significant impacts identified in this section that based upon substantial evidence in the record, changes or alterations have been required or incorporated into the project which avoid or substantially lessen the significant effects as identified in the EIR and, thus, that adoption of the mitigation measures set forth below will reduce these significant or potentially significant effects to less than significant levels. Adoption of the mitigation measures will effectively make the mitigation measures part of the project. In addition, compliance with City and other applicable regulations will further reduce project impacts. Therefore, the City finds that based upon substantial evidence in the record, changes or alterations have been required or incorporated into the project which avoid or substantially lessen the significant effects as identified in the EIR.

The Final EIR identified several impacts associated with the project that would be reduced to a level of less than significant with the implementation of mitigation measures identified in the Final EIR:

1. **Air Quality:** The project construction would exceed the Bay Area Air Quality Management District (BAAQMD) significance threshold for reactive organic gasses (ROGs). Additionally, the project would exceed the BAAQMD single-source significance threshold for cancer risks at the maximally exposed individuals (MEI) location during construction. With the implementation of the mitigation measures MM AIR-1.1 and MM AIR 2.1, these impacts would be reduced to less than significant.

MM AIR1.1: During project construction, the project applicant shall use “super-compliant” low volatile organic compound (i.e., VOC) coatings that have emissions lower than current BAAQMD requirements (i.e., Regulation 8, Rule 3: Architectural Coatings), for at least 50 percent of all residential interior paints and 50 percent of exterior paints. This includes all architectural coatings applied during both construction and reapplications throughout the project’s operational lifetime. At least 50 percent of coatings applied must meet a “super-compliant” VOC standard of less than 10 grams of VOC per liter of paint. For reapplication of coatings during the project’s operational lifetime, the Declaration of Covenants, Conditions, and Restrictions shall contain a stipulation for low VOC coatings to be used. Examples of “super-compliant” coatings are contained in the South Coast Air Quality Management District’s website.

MM AIR 2.1: Prior to issuance of any demolition, grading, and/or building permits (whichever occurs earliest), the project applicant shall submit a construction operations plan to the Development Services Director that reduces diesel particulate matter emissions by 50 percent such that increased cancer risk and annual PM2.5 concentrations would be reduced below TAC significance levels. The plan shall include the following:

1. 60 percent of all construction equipment larger than 25 horsepower used at the site for more than two continuous days or 20 hours total shall meet U.S. EPA Tier 4 emission standards and the remaining 40 percent shall meet U.S. EPA Tier 3 emission standards, if feasible, otherwise,

- If use of Tier 4 equipment is not available, alternatively use equipment that meets U.S. EPA emission standards for Tier 3 engines and include particulate matter emissions control equivalent to CARB verifiable diesel emission control devices that altogether achieve a 50 percent reduction in particulate matter exhaust in comparison to uncontrolled equipment. Alternatively, or in combination,
- Use of electrical or non-diesel equipment with lower particulate matter emissions that meet the PM reduction requirements above.

2. Alternatively, the applicant may develop another construction operations plan demonstrating that the construction equipment used on-site would achieve a reduction in construction diesel particulate matter emissions by 50 percent or greater. Elements of the plan could include a combination of some of the following measures:

- Implementation of No. 1 above to use 60 percent Tier 4 and 40 percent Tier 3 or alternatively fueled equipment,
- Installation of electric power lines during early construction phases to avoid use of diesel generators and compressors,
- Use of electrically-powered equipment,
- Forklifts and aerial lifts used for exterior and interior building construction shall be electric or propane/natural gas powered,
- Change in construction build-out plans to lengthen phases, and
- Implementation of different building techniques that result in less diesel equipment usage.

Finding: The proposed project will implement mitigation measures AIR-1.1 and AIR - 2.1, and reduce the impacts to a less than significant level.

2. **Biological Resources Impact:** The project could have a substantial adverse effect on nesting bird activity, burrowing owl habitat or individuals, roosting bats, monarch butterfly eggs, larvae, or pupae during construction. Additionally, the project would result in riparian encroachment what would constitute a significant impact. With the implementation of mitigation measures listed below, this impact would be reduced to less than significant.

MM BIO-1.1: To the extent feasible, construction activities shall be scheduled to avoid the nesting season. If construction activities are scheduled to take place outside the nesting season, all impacts to nesting birds protected under the MBTA and California Fish and Game Code will be avoided. The nesting season for most birds in Santa Clara County extends from February 1 through August 31, inclusive.

If construction activities and/or tree removal cannot be scheduled to occur between September 1 and January 31, preconstruction surveys for nesting birds shall be conducted by a qualified biologist or ornithologist to ensure that no nests will be disturbed during project implementation. These surveys shall be conducted no more than seven days prior to the initiation of demolition or construction activities including tree removal and pruning. During this survey, the ornithologist will inspect all trees

and other potential nesting habitats (e.g., trees, shrubs, ruderal grasslands, buildings) in and immediately adjacent to the impact areas for nests. If an active nest is found sufficiently close to work areas to be disturbed by these activities, the ornithologist will determine the extent of a construction-free buffer zone to be established around the nest (typically 300 feet for raptors and 100 feet for other species), to ensure that no nests of species protected by the MBTA and California Fish and Game Code will be disturbed during project implementation. The written report shall indicate the results of the survey, a map of identified active nests, and any designated buffer zones or other protective measures to be implemented with the project.

MM BIO-2.1: If an active nest is found sufficiently close to work areas to be disturbed by these activities, the ornithologist will determine the extent of a disturbance-free buffer zone to be established around the nest (typically 250 feet for raptors and 50-100 feet for other species) that will remain off limits to construction until the nesting season is over, to ensure that no nests of species protected by the Migratory Bird Treaty Act and California Fish and Wildlife Code will be disturbed during project implementation. A report indicating the result of the survey and any designated buffer zones shall be submitted to the satisfaction of the City's Development Services Director or Director's designee prior to removal of trees and issuance of a grading permit.

MM BIO 3.1: A pre-activity survey for day-roosting bats shall be conducted prior to the onset of demolition of existing buildings or ground-disturbing activities within 100 feet of existing buildings. A qualified biologist will conduct a survey for evidence of bat use within suitable habitat. If evidence of use is observed, but the biologist is unable to determine whether or not the roost is occupied at that time, a dusk acoustic survey may be necessary to determine if bats are present and to identify the specific location of any bat colony. If no active bat day roost is located, no further measures are necessary. The report indicating the result of the survey shall be submitted to the satisfaction of the Development Services Director or Director's designee prior to initiation of construction activities (demolition or ground-disturbing activities). If an active day roost is located during the maternity season (March 15 to July 31), the biologist will attempt to determine whether the roost is occupied by nonbreeding bats (e.g., a bachelor roost consisting of males) or whether the roost is occupied by females with young. If females with young are present, a disturbance-free buffer zone (determined by a qualified bat biologist) shall be implemented until July 31, or until the young are able to fly independently (whichever occurs first). If a non-maternity roost is present during the maternity season, or during the nonmaternity season, the individuals shall be safely evicted between August 1 and October 15 or between February 15 and March 16 under the supervision of, and following eviction methods developed by, a qualified biologist. Demolition or construction can begin after the bats have been evicted.

MM BIO-4.1: In the San Francisco Bay area, monarch butterflies may begin laying eggs as early as March, and the last generation of the year hatches in September

and October. Therefore, if milkweed plants are impacted from November through February, they are not expected to support eggs, larvae, or pupae, and no measures are necessary for project activities during the period November 1 through the end of February.

Prior to disturbance of any vegetated habitat that could support milkweed during the period March 1 through October 31, surveys shall be performed for the species' larval host plants. This survey shall occur within 2 weeks prior to the start of construction. A qualified biologist will survey the project impact areas, as well as surrounding areas within 50 feet (to the extent access allows), to identify any larval host plants. Any detected host plants shall be checked for eggs, larvae, or pupae. If no host plants are detected, or if no monarch eggs, larvae, or pupae are detected on those plants, no further action will be necessary. The report indicating the result of the survey shall be submitted to the satisfaction of the Development Services Director or Director's designee prior to initiation of construction activities.

If monarch eggs, larvae, or pupae are detected, one of the following measures will be implemented:

- They will be protected by establishing a buffer zone around individual plants or populations. The buffer zone will be determined by a qualified biologist to avoid direct and indirect impacts (such as dust mobilization onto plants) on the monarchs and the plants on which eggs, larvae, or pupae occur. Project personnel and equipment shall not operate within such areas. All avoided larval host plants shall be clearly marked in the field with fencing or flagging. The buffer zone shall remain in place until monarchs are no longer present on those plants.

If larvae are detected within the survey area and impacts to the plants supporting those individuals cannot be delayed until the emergence of individual butterflies as adults, a qualified biologist may relocate larvae to milkweed plants more than 50 feet outside the impact area, if those milkweeds are not already occupied by monarch eggs or larvae.

Alternatively, raising monarch butterflies in captivity is feasible, and eggs, larvae, or pupae that cannot be avoided could be raised to maturity in captivity and then released into habitat having suitable nectar sources. Only a qualified biologist shall handle or raise monarchs. If the monarch butterfly is listed (e.g., under FESA) prior to implementation of these measures, appropriate approval from the USFWS would be necessary to handle or relocate monarchs, or to raise them in captivity.

MM BIO-5.1: Compensate for new urban development within setback. If a riparian setback exception is granted to the project, the project will introduce 0.18-acre of new urban development encroaching into the riparian setback. To compensate for this degradation of setback functions in the area, the project shall restore native riparian habitat at a 2:1 (restored area to impacted area) ratio, on an acreage basis, within other planned open space areas in the riparian setbacks. Native herbaceous

plant species appropriate to the local area such as deergrass and narrow leaf milkweed shall be planted within the creek bottom and slopes. Native trees and shrubs appropriate to the local area such as coast live oak and coyote brush shall be planted and maintained to provide additional wildlife habitat adjacent to Tennant Creek. Coordinate with Valley Water to determine whether any woody vegetation can be planted within the banks of the creek or whether it would need to be installed above the top of bank, in order to ensure flood flows are not impeded by vegetation in the channel. A qualified restoration ecologist shall develop a riparian setback enhancement and monitoring plan, which will contain the following components:

- Goal of the restoration to achieve no net loss of habitat functions and values;
- Restoration design (planting plan, soil amendments and other site preparation elements as appropriate, maintenance plan, and remedial measures/adaptive management);
- Monitoring plan (including final and performance criteria, monitoring methods, data analysis, reporting requirements, monitoring schedule, etc). At a minimum, success criteria will include elimination of non-native woody species from within the enhancement area and establishment of native trees and shrubs; and
- Contingency plan for mitigation elements that do not meet performance or final success criteria.
- The plan shall be approved by the City of Morgan Hill and the Santa Clara Valley Habitat Agency prior to initiation of impacts to currently undeveloped habitat within the riparian setback.

Finding: The proposed project will implement mitigation measures BIO-1.1, BIO-2.1, BIO-3.1, BIO-4.1, and BIO-5.1 and reduce the impacts to a less than significant level.

3. **Cultural Resources Impact:** Gound-disturbing construction activities could result in impacts to archaeological resources without mitigation. With the implementation of mitigation measures MM CUL-1.1 and MM CUL-1.2, this impact would be reduced to less than significant.

MM CUL-2.1: A moderate potential exists for unrecorded historic period archaeological resources to be within the project area. The developer shall enter into written contracts with an archaeologist and the Tamien Nation Tribe, and pay all fees associated with the activities required by this Mitigation Measure. The following policies and procedures for treatment and disposition of inadvertently discovered human remains or archaeological materials shall apply:

- (a) Prior to the start of grading or earthmoving activity (includes demolition and moving of heavy equipment on site) on the “first day of construction,” the archaeologist and Tribal Monitor shall hold a pre-construction meeting for the purposes of “cultural sensitivity training” with the general contractor or subcontractors.

(b) A Tamien Nation Tribal Monitor shall be present on-site to monitor all ground-disturbing activities and an archaeologist shall be on-call. Where historical or archaeological artifacts are found, work in areas where remains or artifacts are found will be restricted or stopped until proper protocols are met, as described below:

1. Work at the location of the find shall halt immediately within fifty feet of the find. If an archaeologist is not present at the time of the discovery, the applicant shall contact an archaeologist for evaluation of the find to determine whether it qualifies as a unique archaeological resource as defined by this chapter.
2. If the find is determined not to be a Unique Archaeological Resource, construction can continue. The archaeologist shall prepare a brief informal memo/letter in collaboration with a tribal representative that describes and assesses the significance of the resource, including a discussion of the methods used to determine significance for the find.
3. If the find appears significant and to qualify as a unique archaeological resource, the archaeologist shall determine if the resource can be avoided and shall detail avoidance procedures in a formal memo/letter.
4. If the resource cannot be avoided, the archaeologist in collaboration with a tribal representative shall develop within forty-eight hours an action plan to avoid or minimize impacts. The field crew shall not proceed until the action plan is approved by the Development Services Director or Director's designee. The action plan shall be in conformance with California Public Resources Code 21083.2. An archaeologist shall be on-call during ground disturbing activities. Where historical or archaeological artifacts are found, work in areas where remains or artifacts are found will be restricted or stopped until proper protocols are met, as described below.

(c) The following policies and procedures for treatment and disposition of inadvertently discovered human remains or archaeological materials shall apply. If human remains are discovered, it is probable they are the remains of Native Americans,

1. If human remains are encountered, they shall be treated with dignity and respect as due to them. Discovery of Native American remains is a very sensitive issue and serious concern. Information about such a discovery shall be held in confidence by all project personnel on a need-to-know basis. The rights of Native Americans to practice ceremonial observances on sites, in labs and around artifacts shall be upheld.

2. Remains should not be held by human hands. Surgical gloves should be worn if remains need to be handled.
3. Surgical mask should also be worn to prevent exposure to pathogens that may be associated with the remains.

(d) In the event that known or suspected Native American remains are encountered, or significant historic or archaeological materials are discovered, ground-disturbing activities shall be immediately stopped. Examples of significant historic or archaeological materials include, but are not limited to, concentrations of historic artifacts (e.g., bottles, ceramics) or prehistoric artifacts (chipped chert or obsidian, arrow points, ground stone mortars and pestles), culturally altered ash stained midden soils associated with pre-contact Native American habitation sites, concentrations of fire-altered rock and/or burned or charred organic materials and historic structure remains such as stone lined building foundations, wells or privy pits. Ground-disturbing project activities may continue in other areas that are outside the exclusion zone as defined below.

(e) An "exclusion zone" where unauthorized equipment and personnel are not permitted shall be established (e.g., taped off) around the discovery area plus a reasonable buffer zone by the contractor foreman or authorized representative, or party who made the discovery and initiated these protocols, or if on-site at the time of discovery, by the monitoring archaeologist and tribal representative (typically twenty-five to fifty feet for single burial or archaeological find).

(f) The discovery locale shall be secured (e.g., 24-hour surveillance) as directed by the City or County Coroner if considered prudent to avoid further disturbances.

(g) The contractor foreman or authorized representative, or party who made the discovery and initiated these protocols shall be responsible for immediately contacting by telephone the parties listed below to report the find and initiate the consultation process for treatment and disposition:

- The City of Morgan Hill Development Services Director (408) 779-7247
- The Contractor's Point(s) of Contact
- The Coroner of the County of Santa Clara (if human remains found) (408) 793-1900
- The Native American Heritage Commission (NAHC) in Sacramento (916) 653-4082
- The Amah Mutsun Tribal Band (916) 481-5785 (H) or (916) 743-5833 (C)
- The Tamien Nation (707)295-4011 (office) and (925)336-5359 (THPO)

(h) The Coroner has two working days to examine the remains after being notified of the discovery. If the remains are Native American the Coroner has 24 hours to notify the NAHC.

(i) The NAHC is responsible for identifying and immediately notifying the Most Likely Descendant (MLD). (Note: NAHC policy holds that the Native American Monitor will not be designated the MLD.)

(j) Within 24 hours of their notification by the NAHC, the MLD will be granted permission to inspect the discovery site if they so choose.

(k) Within 24 hours of their notification by the NAHC, the MLD may recommend to the City's Development Services Director or Director's designee, the recommended means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The recommendation may include the scientific removal and non-destructive or destructive analysis of human remains and items associated with Native American burials. Only those osteological analyses or DNA analyses recommended by the appropriate tribe may be considered and carried out.

(l) If the MLD recommendation is rejected by the City of Morgan Hill the parties will attempt to mediate the disagreement with the NAHC. If mediation fails, then the remains and all associated grave offerings shall be reburied with appropriate dignity on the property in a location not subject to further subsurface disturbance.

MM CUL-1.2: The project applicant shall note on any plans that require ground disturbing excavation that there is a potential for exposing buried cultural resources including prehistoric Native American burials. Any archaeological site information supplied to the Contractor Foreman or authorized representative shall be considered confidential. Information on the project plans shall be verified by the City's Development Services Director or Director's designee prior to issuance of a grading permit or any building permit.

Finding: Implementation of MM CUL-1.1 and MM CUL-1.2 above would ensure that contractors and their employees are alerted to the potential presence of subsurface archaeological resources and trained on how to respond to any potential discoveries, thus ensuring that any unknown subsurface archaeological resources present within the APE would be identified during construction. MM CUL1.1 and MM CUL-1.2 guarantee that any archaeological resources present within the project site are evaluated by a professional archaeologist and treated in accordance with California Public Resources Code Section 15064.5, as required by CEQA. Therefore, the project would not cause a substantial adverse change in the significance of an archaeological resource. (Less than Significant Impact with Mitigation Incorporated)

4. **Greenhouse Gas Emissions:** The project would exceed the BAAQMD annual emissions bright-line threshold and service population threshold for greenhouse gas (GHG) emissions. With the implementation of mitigation measure MM GHG 1.1 this impact would be reduced to less than significant.

MM GHG-1.1: Prior to issuance of grading permits on the project, the project applicant shall submit and implement a GHG reduction plan to the Development Services Director or Director's designee that reduces the project's operational GHG emissions in 2028 by 841 MT CO₂e/year. The GHG reduction plan shall be implemented until the City adopts its GHG reduction plan consistent with the State's interim 2030 GHG emissions reduction target of 40 percent below 1990 levels. All feasible project design and operational measures shall be implemented prior to the purchase of credits. The GHG reduction plan shall include a combination of the measures listed below to reduce project GHG impacts:

- Implementation of a transportation demand management (TDM) program to reduce mobile GHG emissions;
- Installation of solar power systems or other renewable electric generating systems that provide electricity to power on-site equipment and possibly provide excess electric power;
- Provide infrastructure for electric vehicle charging in residential units and parking areas (i.e., provide 220 VAC power);
- Increase water conservation above State average conditions for residential uses by installing low flow water utilities and irrigation; and
- Purchase verifiable carbon emission offsets that meet all of the following standards:
 - Registry Performance Standards: The registry shall account for and quantify emission reductions using clear and defined standards and incorporating recognized principles of GHG emissions reduction accounting, including those set forth in the ISO 14064 and the WRI/WBCSD Greenhouse Gas Protocol for Project Accounting:
 - The registry shall use clear information sufficient for reviewers to assess credibility of GHG emission reductions underlying the carbon offset credits. Upon request by the City's Development Services Director or his or her designee, any governmental entity, or any stakeholder,
 - The registry shall provide the following information within a reasonable time period in connection with any carbon offset credit retired by the applicant: (i) the applicable quantification protocol; and (ii) all third-party confirmation or verification reports issued in connection with the carbon offset credits. Such information shall be sufficient to monitor compliance by the project applicant with this mitigation measure.
 - Carbon Offset Credit Performance Standards: The carbon offset credits retired by the applicant for the purpose of mitigating GHG emissions shall represent GHG emission reductions that are real, permanent, additional, quantifiable, verifiable and enforceable. To demonstrate compliance with such requirements, the developer shall provide the following to the City's Development Services Director or his or her designee: (i) the protocol used to quantify and issue such carbon offset credits, (ii) the third party verification report(s) pursuant to which such carbon offset credits were issued, and (iii) the unique serial numbers of the carbon offset credits to be retired to ensure that the offset cannot be further used in any manner. The Development Services Director or his or her designee shall reject any carbon offset credits that do not comply with these requirements, and

where reductions are not direct reductions within a confined project boundary or provide opportunities for reversal of the avoided emissions. The Development Services Director or his or her designee shall reject any credits for a project that includes technology or GHG abatement practices that are already widely used.

- Geographic Limitations: The carbon offsets shall be from credit projects developed in the United States. Carbon offset credits resulting from international credit projects shall not be acceptable to satisfy this mitigation measure.
- Enforcement: The permits relating to the project shall be conditioned on achievement of GHG mitigation milestones. The purchase and retirement of carbon offset credits required to mitigate the GHG emissions resulting from the operation of the project shall be a condition of the issuance of a certificate of occupancy, temporary or permanent, for the project and as an issuance for continued operation. Should the City determine that the offset credits are non-compliant with the requirements in this mitigation measure, the City may issue a notice of non-consistency and cease permitting activities and/or stop project operations, until the City determines via an issued public notice that the offsets comply with the aforementioned standards.

Finding: Some of the measures involve project features or operational measures that would serve to reduce project emissions. However, it may not be possible to accomplish the required reduction solely through the design and operation of the project, in which case the use of carbon offsets would be required. Carbon offsets, as purchased through a verified registry, are a feasible and appropriate method to reduce a project's GHG emissions and is recognized by BAAQMD and CARB. Because the project would be required to purchase whatever remaining amount of GHG reduction was required, after exhausting on-site reduction options such as those listed above, the project's GHG emissions would be reduced to a level below the applicable 2030 target. Therefore, implementation of a GHG reduction plan, as set forth in the mitigation measure above, would reduce the project's GHG emissions impact to a less than significant level. (Less than Significant Impact with Mitigation Incorporated)

5. **Hazards and Hazardous Materials:** Contaminated soils have the potential to release chemicals to the environment that could expose construction workers and nearby land uses. The project would demolish the existing buildings, which could release asbestos particles and expose construction workers and nearby residents to harmful levels of asbestos. Additionally, there is an existing well on site. Improper abandonment of wells and septic systems on-site could result in groundwater contamination. With implementation of mitigation measure HAZ-1.1, HAZ 2.1, and HAZ 3.1, these impacts will be reduced to a Less than Significant Impact with Mitigation Incorporated.

MM HAZ-1.1: Prior to issuance of a site grading permit, a corrective action/risk management plan (e.g., remedial action plan, removal action workplan, or Site Management Plan) shall be prepared that reflects the results of the on-site investigations. The corrective action/risk management plan shall describe mitigation measures (e.g., removal of contaminated soil) necessary to protect the health and safety of construction workers, nearby residents, and the environment, and establish appropriate management practices for handling and monitoring of impacted soil that may be encountered during construction activities. The corrective action/risk management plan shall describe protocols for the profiling of soil, if any, planned for off-site disposal. The corrective action/risk management plan should be prepared by an environmental professional and be submitted to an appropriate overseeing regulatory agency (e.g., Water Board, California DTSC, or SCCDEH) for review. Regulatory agency approval shall be obtained prior to commencing earthwork activities in the vicinity of the identified impacted soil. This measure shall be completed under regulatory agency oversight and meet all applicable federal, state, and local laws, regulations, and requirements. Following completion, a report documenting compliance with the provisions of the corrective action/risk management plan and describing the work completed shall be submitted to and approved by the overseeing regulatory agency.

MM HAZ-2.1: Prior to issuance of a demolition permit for onsite structures, the project applicant shall consult with certified Asbestos and/or Lead Risk Assessors to complete and submit for review to the Building Division an asbestos and lead survey. If asbestos-containing materials or lead containing materials are not discovered during the survey, further mitigation related to asbestos-containing materials or lead-containing materials shall not be required. If asbestos containing materials and/or lead-containing materials are discovered by the survey, the project applicant shall prepare a work plan to demonstrate how the on-site asbestos containing materials and/or lead-containing materials shall be removed in accordance with current California Occupational Health and Safety (Cal-OSHA) Administration regulations and disposed of in accordance with all CalEPA regulations, prior to the demolition and/or removal of the on-site structures. The plan shall include the requirement that work shall be conducted by a Cal-OSHA registered asbestos and lead abatement contractor in accordance with Title 8 CCR1529 and Title 8 CCR 1532.1 regarding asbestos and lead training, engineering controls, and certifications. The applicant shall submit the work plan to the City for review and approval. The City has the right to defer the work plan to the Santa Clara County Department of Environmental Health for additional review. Materials containing more than one (1) percent asbestos that is friable are also subject to BAAQMD regulations. Removal of materials containing more than one (1) percent friable asbestos shall be completed in accordance with BAAQMD Section 11-2-303.

MM HAZ-3.1: Prior to issuance of a grading permit, the project applicant shall research well records from Valley Water and attempt to locate abandoned wells at the site. If a well is located on site, the project applicant or contractor shall contact Valley Water's Wells Hotline immediately to assist in the identification of

abandoned/unregistered wells or structures and help determine the appropriate means of addressing them. If the wells are identified, or subsequently encountered during earthwork activities, the applicant shall obtain a well destruction permit from Valley Water, and the wells shall be properly destroyed in accordance with Valley Water Ordinance 90-1. If septic systems are encountered during earthwork activities, those systems shall be abandoned in accordance with SCCDEH requirements.

Finding: With implementation of MM HAZ1.1 Contaminated soils disturbed during construction have the potential to release chemicals to the environment that could expose construction workers and nearby land uses. With implementation of MM HAZ-2.1 would ensure that hazardous conditions on-site would not create a significant hazard to the public or to the environment. Lastly, with implementation of MM HAZ-3.1, historic wells and septic systems on the site would be destroyed in accordance with Valley Water and SCCDEH requirements and would not result in significant impacts. (Less than Significant Impact with Mitigation Incorporated).

6. **Noise and Vibration:** Project construction would generate vibration levels that could damage adjacent buildings. The project would not result in generation of excessive ground borne vibration or ground borne noise levels. With the implementation of mitigation measure MM NOI-1.1, this impact would be reduced to less than significant.

MM NOI-1.1: To address potential impacts related to vibration, the project shall implement the following vibration controls:

- Prohibit the use of heavy vibration-generating construction equipment within 25 feet of residences. Use a smaller vibratory roller, such as the Caterpillar model CP433E vibratory compactor, when compacting materials within 25 feet of residences to the north and east.
- Avoid dropping heavy equipment within 25 feet of residences. Use alternative methods, where feasible.
- Place operating equipment on the construction site as far as possible from vibration-sensitive receptors.
- Avoid using vibratory rollers or tampers within 25 feet of sensitive uses.
- Modify/design or identify alternative construction methods to reduce vibration levels below the limits.
- The contractor shall alert heavy equipment operators to the close proximity of the adjacent structures so they can exercise extra care.

Finding: Implementation of MM NOI-1.1 would reduce the project's vibration impacts to a less than significant level by ensuring that the minimum amount of vibration-generating equipment is used in proximity of the adjacent residences. (Less than Significant Impact with Mitigation Incorporated)

E. MITIGATION MONITORING AND REPORTING PROGRAM

When making findings, the lead agency must adopt a reporting or monitoring program for the mitigation measures it has adopted or made a condition of project approval to mitigate or avoid significant effects on the environment. The City hereby adopts the MMRP for the project, included as Attachment A to these findings. The mitigation measures identified in the Final EIR and adopted and incorporated into the project will be monitored pursuant to this program.

F. ALTERNATIVES

Pursuant to CEQA Guidelines Section 15126.6, the EIR examined a range of reasonable alternatives to the proposed project that would attain most of the basic project objectives but would avoid or substantially lessen the significant adverse impacts. The City has reviewed the impacts associated with each alternative as compared with the proposed project, and has also considered each alternative's feasibility, considering a range of economic, environmental, social, and legal factors. Overall, the City concludes that the No Project Alternative would be the environmentally superior alternative. However, pursuant to CEQA Guidelines Section 15126.6(e)(2), if the No Project Alternative/No Development Alternative is determined to be environmentally superior, the EIR shall also identify an environmentally superior alternative among the other alternatives. The alternatives considered by the City are summarized as follows.

Option 1. No Project/No Development Alternative, Option 2. No Project/Existing Plan Development Alternative, Option 3. Reduced Footprint – Agricultural Preservation Alternative, and Option 4. No Riparian Encroachment Alternative.

Option 1 - No Project/No Development Alternative is required by CEQA Section 15126.6(e) to allow decision makers to compare the impacts of approving the project with the impacts of not approving the project. The CEQA Guidelines specifically advise that the No Project Alternative is "what would reasonably be expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services." The CEQA Guidelines emphasize that an EIR should take a practical approach, and not "...create and analyze a set of artificial assumptions that would be required to preserve the existing physical environment" (Section 15126.6[e][3][B]).

The No Project/No Development Alternative would not meet any of the project's objectives. The No Project Alternative would not construct a residential development that provides market-rate and age-restricted housing. In conclusion, the No Project/No Development Alternative is an environmentally superior alternative to the proposed project. Because the No Project/No Development Alternative would not result in any new development on the site, this alternative would avoid all environmental impacts of the project. This alternative would not, however, would not implement the site's General Plan land use designation of Medium Density Residential.

Option 2 - No Project/Developed Under Existing General Plan/Zoning Alternative. Under the No Project – Developed Under Existing General Plan/Zoning Development Alternative, the project site would be developed in conformance with the existing General Plan designation. The site is zoned as Residential Detached Medium Density and has a General Plan designation of Residential Detached Medium, which allows for up to seven dwelling units per acre. The EIR further explains that this option, similar to the proposed project, the No Project – Developed Under Existing General Plan/Zoning Development Alternative would still likely entail development activity across the majority of the project site and result in similar site disturbance. Therefore, the No Project Developed Under Existing General Plan/Zoning Development Alternative Existing Plan Alternative will have impacts similar to the proposed project related to aesthetics, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, and tribal cultural resources. This alternative would also result in significant and unavoidable impacts to Transportation and Agricultural resource and therefore is not an environmentally superior alternative to the proposed project.

Option 3 – Reduced Footprint/Agricultural Preservation Alternative. The purpose of the Reduced Footprint Agricultural Preservation alternative is to reduce the identified impacts to agricultural resources. This Alternative would not include development on farmland and, therefore, would avoid the significant impact to agricultural resources. This alternative would require a reduction of 70 percent of the project units to maintain the same mix of unit types, site layout, and project amenities as the proposed project, but on the 30 percent of the site acreage that is not farmland. To maintain the full unit count on 30 percent of the site acreage would require a substantially more dense residential unit type (i.e., multi-story attached unit housing) than allowed by the current General Plan land use designation, and a substantially revised site layout that avoided the farmland.

This Alternative would avoid the significant and unavoidable agricultural resources impact but would not avoid the significant and unavoidable VMT impact. This alternative could meet most of the project objectives; however, by only achieving 30 percent of the proposed housing units, this alternative would not achieve the project objective of providing market-rate and senior housing to the same degree as the project. Additionally, an agricultural use on this site would be inconsistent with the General Plan land use designation.

Option 4 – No Riparian Encroachment Alternative. Under the No Riparian Encroachment Alternative, project development would occur outside of the 35-foot riparian setback zone to the drainage channel, and therefore, would have a less than significant impact on riparian habitat. This option has the same building out area and will have the similar impacts to transportation and agricultural. However, the New Horizons Planned Development Standards includes a standard requiring no development within the 35-foot riparian setback. The EIR concludes this alternative is superior, but because the project is conditioned to meet this setback, it is now the same.

New Horizons (Hill – Morgan Hill Devco) Project Proposal and Alternative Options Conclusion - Among the alternatives that assume some development on the site, the environmentally superior alternative is the Reduced Footprint – Agricultural Preservation Alternative, since this alternative avoids one of the project's significant and unavoidable impacts. However, this alternative would only partially achieve project objectives and is not consistent with the City General Plan or Zoning Ordinance.

Therefore while Options 1 – 4 were evaluated in addition to the project proposal, the City of Morgan Hill City Council approves the Planned Development as proposed as the superior option.

The proposed project would require the following approvals:

- Certification of the EIR: Certify the New Horizons Hill – Morgan Hill Devco EIR and make environmental findings pursuant to CEQA.
- Zoning Amendment for a Planned Development Master Plan
- Subdivision Map
- Design Permit
- Off-Site Improvement Agreement
- Issuance of Demolition, Grading, Building, and Occupancy Permits
- Encroachment Permit from Valley Water (Sanitary Sewer Modifications)

G. RECIRCULATION NOT REQUIRED

No new or substantial changes to the EIR were proposed as a result of the public comment process. The Final EIR responds to comments and makes only minor technical changes, clarifications or additions to the EIR. The minor changes, clarifications, and additions to the EIR do not identify any new significant impacts or substantial increase in the severity of any environmental impacts. Therefore, recirculation of the EIR is not required.

H. RECORD OF PROCEEDINGS

Various documents and other materials constitute the record of proceedings upon which the City base their findings and decisions contained herein. Documents related to this proposed project are located in the City of Morgan Hill Development Services, 17575 Peak Avenue, Morgan Hill, California 95037.

I. STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA requires the decision-making agency to balance the benefits of a project against its significant and unavoidable impacts when determining whether to approve a project. If the benefits of the project outweigh its unavoidable adverse environmental effects, those effects may be considered acceptable (CEQA Guidelines Section 15093(a)). CEQA requires the agency to state in writing the specific reasons for considering a

project acceptable when significant impacts are not avoided or substantially lessened. Those reasons must be based on substantial evidence in the Final EIR or elsewhere in the administrative record (CEQA Guidelines Section 15093(b)). The proposed project would result in significant and unavoidable impacts related to agricultural resources, even after incorporation of mitigation measures MM AG-1.1 and MM AG-1.2, which require a minimum of one acre of agricultural land (1:1 mitigation ratio) to be preserved for each acre of agricultural land changed to a non-agricultural use and acquisition and/or dedication of agricultural conservation easements over approved agricultural mitigation land, or payment to the City of the agricultural preservation in-lieu fee, and VMT, even after incorporation of Mitigation Measure MM TRN-1.1, which requires a financial contribution to the City's on-site demand rideshare service and improving the surrounding pedestrian network by including sidewalks.

The City adopts and makes this Statement of Overriding Considerations regarding the significant unavoidable impacts of the project and the anticipated benefits of the project. The City finds that the project's benefits of providing housing, including BMR units, outweighs the project's significant unavoidable environmental effects.

On balance, the City finds that there are specific considerations associated with the project that serve to override and outweigh the project's significant unavoidable effects. Therefore, pursuant to CEQA Guidelines Section 15093(b), these adverse effects are considered acceptable.

J. SUBSTANTIAL EVIDENCE SUPPORTING FINDINGS

Substantial evidence supporting each and every finding made herein is contained in the Final EIR and record of proceedings. Omission of reference in these findings to any evidence in the EIR and/or record of proceedings is not intended to exclude that evidence as supporting these findings.

In making these findings, the City Council has relied upon the expertise of a variety of independent technical and professional consultants to the City, and the expertise of the City's Staff. The City Council has also carefully considered the evidence submitted by property owners and other interested agencies and individuals. To the extent that evidence consists of expert opinions that differ from the opinions of the City's outside consultants and Staff, at most it represents a disagreement of experts, which is adequately reviewed in the EIR. Based on its review, the City Council has determined that the opinions of its outside consultants and Staff are valid and are hereby accepted. In some instances, the City Council has also relied on the expertise of other agencies who have provided comments on the Draft EIR and other actions related to the Project. To the extent that alternatives or mitigation measures were proposed by other agencies or interested persons that differ from the mitigation adopted herein, the City Council specifically rejects these proposals based on the substantial evidence in the record supporting the mitigation adopted as sufficient and necessary to mitigate impacts to a less than significant level or to the level that the impacts can feasibly be mitigated.

RESOLUTION NO. 24-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL RECOMMENDING APPROVAL OF A ZONING AMENDMENT FOR A PLANNED DEVELOPMENT AND ASSOCIATED MASTER PLAN (ZA2021-0001) FOR A 69.43-ACRE SITE LOCATED AT THE NORTHEAST QUADRANT OF HILL ROAD AND BARRETT AVENUE (APN: 817-20-031)

WHEREAS, New Horizons, Hill – Morgan Hill Devco proposes to develop the 69.43-acre property located on the northeast quadrant of Hill Road and Barrett Avenue, identified by Assessor Parcel Number 817-20-031, with 320 new residential lots including a variety of unit types ranging from single-family detached units to multi-family attached units (Zoning Amendment ZA2021-0001); and

WHEREAS, said development proposes establishment of a Planned Development (PD) combining district which requires the approval of a Zoning Map Amendment and the establishment of a PD Master Plan; and

WHEREAS, Section 18.114.040 of the Morgan Hill Municipal Code requires that the Planning Commission make a recommendation to the City Council regarding the Zoning Map Amendment to establish a Planned Development Combining District based on the findings specified in Section 18.114.060; and

WHEREAS, Section 18.30.050H.5 of the Morgan Hill Municipal Code requires that the Planning Commission make a recommendation to the City Council regarding the Planned Development and associated Master Plan based on findings specified in Section 18.303.050.H.7; and

WHEREAS, an Environmental Impact Report (EIR) has been prepared and considered for this project prior to the consideration of the above-referenced applications. Mitigation measures and a monitoring program will be adopted for those environmental impacts identified in the EIR; and

WHEREAS, such request was considered by the Planning Commission at its regular meeting of September 24, 2024; and

WHEREAS, testimony received at a duly-noticed public hearing, along with exhibits and drawings and other materials have been considered in the review process.

**NOW, THEREFORE, THE MORGAN HILL PLANNING COMMISSION DOES
RESOLVE AS FOLLOWS:**

SECTION 1. The proposed amendment is consistent with the General Plan, Zoning Code, and any applicable specific plan or area plan adopted by City Council.

The project complies with the allowed density range for units on the site in accordance with the General Plan. The Planned Development is consistent with but not limited to the following General Plan Policies: Policy CNF 6.4, Policy CNF-6. A, Policy CNF 8.7, Policy CNF 8.11, Policy CNF 9.1, Policy CNF 10.4, Policy CNF10.5, Policy CNF 11.3, Policy CNF 11.5, Policy HC-3.14, Policy NRE-5.5, Policy NRE5.6, and NRE4.11. The Planned Development Standards require new development to meet the Residential Development Design and Development Standards and will be consistent with the intent of the underlying zoning designation.

SECTION 2. The proposed development is superior to the development that could occur under the standards applicable in the existing zoning district.

This PD Master Plan includes a range of unit types and lot sizes while maintaining the allowable density for the land use designation.

SECTION 3. The proposed project will provide a substantial public benefit(s) as defined in the Municipal Code. The public benefit provided shall be of sufficient value as determined by the Planning Commission to justify deviation from the standards of the zoning district that currently applies to the property.

The PD Master Plan provides 4-acres of outdoor common open space which is more than double the requirement for new development per the municipal code. The minimum roadway improvement for the Hill Road and Barrett Avenue intersection is a four-way signalized intersection. As written in the PD standards, the roundabout enhancement to the Hill and Barrett intersection will go above the required minimum improvement. Therefore, this PD with Master Plan is consistent in providing a substantial public benefit.

SECTION 4. The Site for the proposed development is adequate in size and shape to accommodate proposed land uses.

The PD Master Plan has been reviewed for design, location, shape, size, and uses proposed and has been determined to be suitable and compliant with the vision of residential at this location with the addition of neighborhood parks and trail connectivity.

SECTION 5. Adequate transportation facilities, infrastructure, and public services exist or will be provided to serve the proposed development.

The project is consistent with the policies of the City's General Plan to improve sidewalk connectivity and expand pedestrian opportunities. The City's Bikeways, Trails, Parks and

Recreation Master Plan, adopted in July 2017, establishes goals, policies, and actions to facilitate bicycling and designates bicycle lanes along many City streets.

Senate Bill (SB) 743 establishes criteria for determining the significance of transportation impacts using a VMT metric intended to promote the reduction of GHG emissions, the development of multimodal transportation networks, and a diversity of land uses. Specifically, SB 743 requires analysis of VMT in determining the significance of transportation impacts.

The Morgan Hill citywide average daily VMT per capita is currently 24.64. OPR recommends an impact threshold of 15 percent below the existing VMT levels for residential land uses, which equates to 20.94 VMT per capita. The project is estimated to generate 33.25 VMT daily per capita, which would exceed the City's impact threshold. The project would result in a significant VMT impact on the transportation system. The project applicant would need to implement VMT reduction measures to achieve a 37 percent reduction in its VMT per capita for the proposed project to reduce the project's VMT impact to a less than significant level (below 20.94 VMT daily per capita). However, the maximum reduction possible is anticipated to reduce daily per capita VMT to only 29.55. The project's VMT per capita could be reduced to 29.55 with the implementation of the Travel Demand Management (TDM) strategies, included as mitigation measures of the EIR and a Statement of Overriding Considerations prepared as part of the Resolution related to the EIR.

SECTION 6. The proposed development will not have a substantial adverse effect on surrounding property and will be compatible with the existing and planned land use characteristics of the surrounding area.

The project is a residential development that provides a variety of housing types ranging from single family detached to multi-family attached housing units on a range of lot sizes. The proposed PD Master Plan integrates the new residential units with the surrounding residential neighborhoods by completing streets and adequately transitions larger lots to smaller lots. The PD and Master Plan was reviewed by the Development Services Team and Standards required within the document will not have a substantial adverse effect on surrounding property.

SECTION 7. Findings required for the current approval of a zoning Map amendment can be made such as consistency with the General Plan and that the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the city.

The project is a residential development that provides a variety of housing types ranging from single family detached to multifamily attached housing units on a range of lot sizes. The General Plan envisioned residential uses at this location and the proposed Plan integrates the new residential units with the surrounding residential neighborhoods by completing streets and adequately transitions larger lots to smaller lots.

SECTION 8. The affected site is physically suitable in terms of design, location, shape, size, and other characteristics to ensure that the permitted land uses and development will comply with the zoning code and General Plan and contribute to the health, safety, and welfare of the property, surrounding properties, and the community at large.

The 69.4-acre site is suitable in design, location, shape, and size to accommodate the uses allowed by the PD Master Plan. The variety of residential uses comply with the allowable density and the PD as written will require compliance with the Residential Development Design and Development Standards. The PD and Master Plan were reviewed by the Development Services Team which includes Building, Fire Prevention, Police, Engineering, Environmental Services, etc. concur that the PD and Master Plan as proposed will not be detrimental to the public interest, health, safety, convenience, or welfare of the city.

SECTION 9. Planning Commission recommends approval of Zoning Amendment application ZA2021-0001: New Horizons (Hill – Morgan Hill Devco) project and the Planned Development Standards and Planned Development Master Plan as described in Exhibit “A” of this Resolution and by this reference incorporated herein.

PASSED AND ADOPTED THIS 24th DAY OF SEPTEMBER 2024, AT A REGULAR MEETING OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:

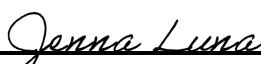
AYES:	COMMISSIONERS:	DOWNEY, LAKE, HABIB, KUMAR, WILSON, MUELLER
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NOES:	COMMISSIONERS:	NONE
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ABSTAIN:	COMMISSIONERS:	NONE
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ABSENT:	COMMISSIONERS:	TANDA
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ATTEST:



JENNA LUNA, Deputy City Clerk

APPROVED:



Liam Downey (Nov 5, 2024 14:42 PST)
LIAM DOWNEY, Chair

EXHIBIT A

New Horizons Planned Development Standards ZA2021-0001

This Planned Development (PD) creates an overlay to the base residential detached medium zoning. Where this Ordinance is silent, the Municipal Code, as amended, shall apply. Prior to and/or during development of the approximate 69-acre site the following shall be met.

1. Substantial Public Benefit: A substantial public benefit for the purpose of this PD is defined as a project feature not otherwise required by the zoning code or any other provision of local, state, or federal law that substantially exceeds the City's minimum development standards and significantly advances goals of the general plan. The project must include one or more substantial public benefits.

- a. Useable Common Open Space: New residential development is required to provide useable private and common open space with a minimum type of on-site recreational amenities. While the private open space per lot and the on-site recreational amenities are reviewed for conformance prior to Design Permit approval, the common open space required is confirmed now. The master plan provides approximately 4-acres of parkland dispersed through three parks. The total amount of common open space required for the development is 47,585 square feet or 1.09-acres. The common open space provided exceeds the minimum by 2.91-acres. Because the master plan exceeds the minimum required, it qualifies as a substantial public benefit.

**Table 1.b. Residential Development Design and Development Standards
Useable Common Open Space**

	SFD (7,000)	Smaller lot SF Detached and Attached			Total
Proposed Lot Sizes	7,000	5,000	3,000- 3,800	1,800	
Common Open Space					
Project proposed number of units	64	159	63	34	320
Parkland sq ft required per unit	N/A	200	175	140	
Project Requirement		31800	11025	4760	47,585sq.ft.

- b. Intersection Improvements: Per the Transportation Impact Analysis, development of this site will require Hill Road and Barrett Avenue to be a four-way signalized intersection at minimum, bringing the LOS from an unacceptable level to an acceptable LOS B level. The intersection safety and mobility improves from an LOS B to an LOS A with a roundabout instead of a signal. As a Significant Public Benefit, new development of this site shall require the construction payment for a new roundabout in lieu of a four-way signalized intersection per the Transportation Impact Analysis. If a roundabout is not desired at this location as determined by the City Civil Engineer, the additional funds that would be required to construct a roundabout will go towards supporting a City-sponsored rideshare program such as MOGO, or towards the intersection improvements listed under Section 5 of this PD for Transportation Related Standards.

2. Required Permits before Development:

- a. The property owner or designee shall apply for a Design Permit to be reviewed for consistency with the standards of this New Horizons Planned Development and the Residential Development Design and Development Standards.
- b. A Subdivision Map will be required for the division of land, incorporation of easements, and dedication of land to the City.
- c. Project proposal requires review and permits from the Clean Water Act Section 404 permit of the U.S. Army Corps of Engineers, Clean Water Act Section 401 Water Quality Certification and possibly Porter-Cologne Water Quality Control Act waste discharge requirements from the Central Coast Regional Water Quality Control Board.
- d. Fish and Game Code Section 16 Streambed Alteration Agreement from the California Department of Fish and Wildlife (CDFW) will be necessary for the proposed project.
- e. U.S. Bureau of Reclamation (USBR) and Valley Water permits are required prior to Design Permit approval for proposed work within the USBR easement.
- f. Approval is required from Valley Water and the City for encroachments within the regulatory floodway of Tennant Creek to demonstrate through hydrologic and hydraulic analyses that the project will not result in any increase in the base flood levels during the occurrence of the base flood discharge pursuant to Chapter 15.80 (Flood Damage Prevention) of the City's Municipal Code.
- g. The proposed realignment of a portion of Tennant Creek requires a Conditional Letter of Map Revision (CLOMR) application submitted to the Federal Emergency Management Agency (FEMA) and a CLOMR issued by FEMA prior to Design Permit approval. After project completion and prior to building final(s), the project is required to submit a Letter of Map Revision (LOMR) application to FEMA and obtain LOMR approval from FEMA. If FEMA has suspended initiation of CLOMR and LOMR for this type of process, approval from FEMA is still required.

- h. The project may propose to apply to FEMA for a Conditional Letter of Map Revision based on Fill (CLOMR-F) to revise the 100-year floodplain within the site and possibly remove the proposed buildings out of the 100-year floodplain with issuance by FEMA of a LOMR-F. Currently, FEMA has suspended initiation of CLOMR-F and LOMR-F applications. However, if FEMA is creating a separate process for this type of approval, the project may apply.
- i. Off-Site Improvements Permit(s) with the City Engineering and/or Public Works Department and any associated encroachment permits that may be required.
- j. Issuance of required Building Permits for the new development including but not limited to a Master Plan, Grading etc.
- k. Proposed development within this Master Plan Area is required to comply with the Morgan Hill Municipal Code specifically but not limited to the following: MHMC 15.65 Sustainable building Regulations, MHMC 18.72.040 Electric Vehicle Charging, MHMC 15.40 building Security and MHMC 15.38 Wage Theft Prevention.

3. Inclusionary Housing Ordinance Compliance (IHO): New development of the project site shall be in compliance with the IHO as amended. The IHO requires 15% of the total units proposed to be restricted to Below Market Rate (BMR) units. The Planned Development proposal for 320 units will require 48 units to be BMR units. BMR units are required to be equally dispersed throughout each product type and accessory dwelling units do not count towards the required number of BMR units. Review and enforcement of the IHO will be completed during the Design Permit and Subdivision Map process. All standards within the IHO apply including but not limited to the following:

- a. Units must be geographically and proportionally disbursed.
- b. Units must be in all building types.
- c. Units shall be dispersed among the product types, proportionate in number among each of the product types that comprise the development.
- d. Units must consist of the project's average bedroom and bathroom count.
- e. Units shall not have significant identifiable differences.
- f. The size of the units, and distribution of model types shall be comparable and proportionate to the entire project's makeup.

For a 320 unit development 48 units are required to be income-restricted BMR units. The number of units in each product type are as follows:

- 223 Traditional SF represents 69.68% of the total project, therefore 69.68% of the required 48 BMRs is 33.44 which rounds to 34 BMR units.
- 42 Courtyard homes represent 13.12% of the total project, therefore 13.12% of the required 48 BMRs is 6 BMR units.
- 21 Senior cottages represent 6.56% of the total project, therefore 6.5% of the required 48 BMRs is rounded to 3 BMR units.

- 34 Senior single-family attached represents 10.62%, therefore 10.62% of the required 48 BMRs is 5 BMR units.

Unit Type	Number of Project Units	BMR Unit Requirement
Single Family (223) Courtyard Homes (42) Senior Cottages (21) Senior SFA (34)	320	48
Single Family	223	34
Courtyard Homes	42	6
Senior Cottages	21	3
Senior Single Family Attached	34	5

The IHO allows for projects to pay an in-lieu fee or “fee out” up to 50% of the inclusionary obligation. The project is proposing a 100% in-lieu fee option as part of the approval of this PD. This section of the PD allows the applicant to either build or pay out with the in-lieu fee option and shall be formalized in the IHO agreement. The IHO agreement will outline the projects compliance based on the approval of this PD and will be required to be prepared, approved, and recorded prior to Final Map recordation.

4. **Public Park and Trail Improvements:** Per the Quimby Parkland requirements, a minimum of 4.83 acres of parkland area is required to be constructed or an in-lieu fee paid. This PD Master Plan is dedicating 1.76 acres of land to Jackson Park. The new Jackson Park area will include onsite improvements that will be reviewed by the Parks and Recreation Commission and approved by City Council. The General Plan identifies a proposed shared use (pedestrian and bicycle) class 1 path from Jackson Park to Hill Road that connects to the existing trail system. The PD Master Plan identifies a public trail from Jackson Park to Hill Road that shall be constructed as a Class 1 shared use path.
 - a. A Subdivision Improvements Agreement (SIA) shall be executed between the City and the property owner or designee to cover required offsite improvements.
 - b. Dedication of 1.76 acres of land to Jackson Park as shown on Parcel A and C.
 - c. Prior to final design of public park improvements, review and approval is required by Parks and Recreation Commission and City Council.
 - d. Improvements for existing features on City property will continue to be maintained by City.
 - e. In general, storm water detention solutions for projects need to be satisfied entirely on the project site. If a dual use storm water detention basin located on both City property and the proposed dedicated park area property is supported, it is required

to be constructed by property owner or designee. Maintenance of new detention basin to be the responsibility of the HOA unless otherwise proven needed to resolve overflow runoff from Jackson Park. If City approves the dual use storm water detention basin, a private storm water easement will be granted by the City to the property owner or designee of the system.

- f. The public trail connection to existing Jackson Park and trail network will be constructed by the property owner or designee.
- g. A public access easement will be required over the trail located outside City Property, and shall be shown on the Tentative Map and dedicated to the City prior to final map approval. A Community Facilities District (CFD) shall be formed to cover the maintenance cost of the trail. If a CFD is not formed, the trail maintenance shall be the responsibility of the HOA. The landscaping adjacent to the trail area shall be maintained by the HOA.
- h. The property owner or designee shall pay for and install an interpretive panel along the proposed pedestrian trail. The interpretive panel shall be reviewed and approved by Tamien Nation.
- i. Water features including ponds will be reviewed for consistency with the Water Conservation Ordinance prior to design permit approval.

5. Transportation Related Standards: Based on the City's operating standards the proposed development within this PD would have an adverse effect on the following intersections and will require improvements and fair share in lieu fees as follows.

- a. Condit Road and Main Avenue - The project shall contribute a proportional fair share of the in-lieu cost for future implementation of an exclusive southbound right-turn on Condit Road, required signal modifications, and lane striping on the southbound approach.
- b. Condit Road and Tennant Avenue – The project shall contribute a proportional fair share of the in-lieu cost for future implementation of a traffic signal at the Condit Road and Tennant Avenue intersection.
- c. Murphy Avenue and Tennant Avenue – The project shall contribute a proportional fair share of the in-lieu cost for future implementation of a traffic signal with protected phasing on all four approaches at the Murphy Avenue and Tennant Avenue intersection. The in-lieu cost shall be determined by the City prior to approval of tentative map and/or design permit.
- d. Hill Road and Fountian Oaks Drive – The project shall implement a separate westbound left-turn lane on Fountian Oaks Drive. The property owner or designee shall be required to cover the full cost of this improvement.
- e. Hill Road and Barrett Avenue – If the Substantial Public Benefit roundabout at this intersection is not chosen by our City Public Works Department, the project shall implement a four-way traffic signal with protected phasing on Hill Road and Barrett Avenue at a minimum.

- f. Condit Road and Diana Avenue – The project shall contribute the proportional share of in-lieu cost for future implementation of a traffic signal with protected phasing on Condit Road. In-lieu cost shall be determined by the City prior to the approval of tentative map and or design permit.
- g. New development shall provide adequate width and turn-radii at and along all drive/parking aisles to allow for two-way circulation and adequate circulation of larger vehicles (such as emergency trucks, garbage trucks, and delivery trucks) throughout the project site.
- h. Improvements along the project frontage including the recommended widening of Hill Road shall be planned to accommodate the implementation of the planned bike lanes along Hill Road.

Noise Related Standards: The following noise insulation features shall be incorporated into the proposed project to reduce interior noise levels to 45 dBA Ldn or less at residential interiors:

- a. Where project design and setbacks cannot achieve acceptable noise decibels for outdoor private open space, the project shall include noise barriers along the residential property lines of the backyards and side yards consistent with the noise study and confirmed by a qualified noise consultant. The noise barriers shall break the line-of-sight from the backyards to Hill Road. The minimum height of these barriers shall be eight feet as measured from the pad elevation of each residence. The proposed barriers shall be continuous from grade to top, with no cracks or gaps, and have a minimum surface density of three lbs/ft² (e.g., one-inch-thick wood fence boards, half-inch laminated glass, concrete masonry units, or masonry).
- b. The final design of the noise barriers to be included shall be confirmed by a qualified noise consultant.
- c. Provide a suitable form of forced-air mechanical ventilation, as determined by the Building Official, for all residential units on the project site, so that windows can be kept closed at the occupant's discretion to control interior noise and achieve the interior noise standards.
- d. A qualified acoustical consultant shall review the final site plan, building elevations, and floor plans prior to construction and recommend building treatments to reduce interior noise levels to 45 dBA Ldn or lower. Such methods or materials that would reduce interior noise levels may include a combination of smaller window and door sizes as a percentage of the total building façade facing the noise source, sound-rated windows and doors, sound rated exterior wall assemblies, and mechanical ventilation so windows may be kept closed at the occupant's discretion. The specific determination of what noise insulation treatments are necessary shall be conducted on a unit-by-unit basis during final design of the project. Results of the analysis, including the description of the necessary noise control treatments, shall

be submitted to the City, along with the building plans and approved design, prior to issuance of a building permit.

- e. The project applicant shall develop a noise construction control plan, which shall be submitted to the Development Services Director or Director's designee for review and approval prior to issuance of a grading or building permit. The noise construction control plan shall include but not be limited to the following construction best management controls:

- Equipment and trucks used for construction shall use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds);
- Impact tools (e.g., jackhammers, pavement breakers, and rock drills) used for construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools; and
- Stationary noise sources shall be located as far from noise-sensitive receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or include other measures.
- Construct temporary noise barriers, where feasible, to screen stationary noise-generating equipment. Temporary noise barrier fences would provide a five dBA noise reduction when the noise barrier interrupts the line-of-sight between the noise source and receptor and when the barrier is constructed in a manner that eliminates any cracks or gaps.
- Unnecessary idling of internal combustion engines shall be strictly prohibited.
- Construction staging areas shall be established at locations that will create the greatest distance between the construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction. Locate material stockpiles, as well as maintenance/equipment staging and parking areas, as far as feasible from residential receptors.
- Control noise from construction workers' radios to a point where they are not audible at existing residences bordering the project site.
- Where feasible, temporary power service from local utility companies should be used instead of portable generators.
- Locate cranes as far from noise-sensitive receptors as possible.
- During final grading, substitute graders for bulldozers, where feasible. Wheeled heavy equipment are quieter than track equipment and should be used where feasible.
- Substitute nail guns for manual hammering, where feasible.
- Avoid the use of circular saws, miter/chop saws, and radial arm saws near the adjoining noise-sensitive receptors. Where feasible, shield saws with a solid screen with material having a minimum surface density of two pounds per square foot (e.g., such as 0.75-inch plywood).
- Maintain smooth vehicle pathways for

trucks and equipment accessing the site, and avoid local residential neighborhoods as much as possible.

- During interior construction, the exterior windows facing noise-sensitive receptors shall be closed.
- During interior construction, locate noise-generating equipment within the building to break the line-of-sight to the adjoining receptors.
- The contractor shall prepare a detailed construction schedule for major noise-generating construction activities. The construction plan shall identify a procedure for coordination with adjacent residential land uses so that construction activities can be scheduled to minimize noise disturbance.
- Designate a "disturbance coordinator" who would be responsible for responding to any complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., bad muffler, etc.) and will require that reasonable measures be implemented to correct the problem. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include it in the notice sent to neighbors regarding the construction schedule.

6. Environmental Standards Required for New Development: The adopted Environmental Impact Report prepared for this New Horizons Planned Development (SCH No. 2021060587) includes Mitigation Measures that shall be implemented as conditions of approval to the Design Permit and Tentative Map for the project. In addition to the Mitigation Measures listed within the Project Environmental Impact Report, the following standard conditions shall apply and be completed prior to or during construction as depicted by each standard.

- a. Air Quality: The following standards shall be implemented during all phases of construction to control dust and exhaust at the project site:
 - i. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
 - ii. All haul trucks transporting sial, sand or other loose material off-site shall be covered.
 - iii. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
 - iv. All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).
 - v. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
 - vi. Replant vegetation in disturbed areas as soon as possible after completion of construction.
 - vii. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California

- airborne toxics control measure Title 13, Section 2485 of the California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
- viii. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
 - ix. Post a publicly visible sign with the telephone number and person to contact at the City regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.
- b. Biological Resources: The proposed project that could be developed as part of this Planned Development is covered under the Habitat Plan and will be required to comply with the following:
- i. The project shall implement the following standard permit condition to ensure compliance with the Habitat Plan's nitrogen deposition fee(s). The proposed project is covered pursuant to the Santa Clara Valley Habitat Plan (Habitat Plan) and subject to fees and conditions contained in the Habitat Plan. Habitat Plan conditions applicable to the project include:
 - Condition 1. Avoid direct impacts on legally protected plan and wildlife species.
 - Condition 3. Maintain hydrologic conditions and protect water quality.
 - Condition 4. Avoidance and minimization for in-stream projects.
 - Condition 11. Stream and riparian setbacks.
 - Condition 17. Tricolored blackbird.
 - ii. Application Package. Prior to issuance of a grading permit, the project shall complete and submit a Habitat Plan Application Package. All fees shall be paid prior to issuance of a grading permit.
 - iii. Any additional conditions or mitigations required by the habitat Plan shall be clearly stated on all plans that involve any ground disturbing activity (i.e., grading plans, improvement plans, paving plans, demolition plans or other plans for site clearing or temporary stockpile of dirt).
 - iv. No development shall impede on the required 35-foot setback of the riparian habitat near the drainage channel along Hill Road.
 - v. Tree Protection. Unless tree removal has been previously approved, all trees located within 25 feet of any site disturbance shall be protected using the following minimum protection measures (these guidelines shall be included with all site development plans):
 - Mark all trees to be saved with a survey flag or ribbon. Do not nail or staple directly to the tree.

- Erect a temporary fence enclosing an area equal to at least the dripline of the tree (or as far from the trunk as possible). This tree protection zone shall not be used for parking, storage of building materials, or other equipment or the placement of temporary or permanent fill. Signs should be posted identifying the restriction of uses in the tree protection zone.
 - Locate structures, grade changes, and other ground or surface disturbances (e.g. concrete pours) as far as feasible from the “dripline” area of the tree.
 - Avoid root damage through grading, trenching, and compaction, at least within an area 1.5 times the dripline area of the tree. Where root damage cannot be avoided, roots encountered over 1 inch in diameter should be exposed approximately 12 inches beyond the area to be disturbed (towards the tree stem), by hand excavation, or with specialized hydraulic or pneumatic equipment, cut cleanly with hand pruners or power saw and immediately back-filled with soil. Avoid tearing or otherwise disturbing that portion of the roots to remain.
 - The addition of plants or other landscaping materials shall remain outside of the dripline of all trees.
 - All trees proposed to be removed from the project site shall be replaced at a 1:1 ratio. Replacement trees shall be consistent with the City of Morgan Hill Master Street Tree. All replacement trees shall be a minimum of 15-gallons in size. All mitigation/replacement trees shall be shown on the landscape plans and approved by the Development Services Director prior to the issuance of the building/grading permit.
 - Any tree subject to Chapter 12.32 Restrictions On Removal Of Significant Trees of the Morgan Hill Municipal Code requires approval from the Planning Division. The applicant shall request approval prior to removing any significant trees.
- c. Energy: A project developed under this PD is required to implement the Green Building Measures as identified below.
- i. MHMC 15.65 Sustainable building Regulations
 - ii. MHMC18.72.040 C Electric Vehicle Charging
- d. Geology and Soils: To avoid or minimize potential damage from seismic shaking, the proposed residential development shall be built using standard engineering and seismic safety design techniques. Prior to issuance of building permits, building design and construction at the site shall be completed in conformance with the recommendations of a design-level geotechnical investigation, which shall be included in a report to the City. The structural designs for the proposed

development will account for repeatable horizontal ground accelerations. The report shall be reviewed and approved by the City of Morgan Hill Building Division prior to issuance of a building permit. The buildings shall be required to meet the requirements of applicable Building and Fire Codes, including the California Building Code Chapter 16, Section 1613, as adopted or updated by the City. The project will be designed to withstand soil hazards identified on the site and the project shall be designed to reduce the risk to life or property to the extent feasible and in compliance with the Building Code.

- e. As required by the State Water Resources Control Board (SWRCB) Order No. 2022-0057-DWQ, construction activity resulting in a land disturbance of one acre or more of soil, or whose projects are part of a larger common plan of development that in total disturbs more than one (1) acre, are required to obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for Discharges of Storm Water Associated with Construction Activity (General Permit). To be permitted with the SWRCB under the General Permit, owners must file a complete Notice of Intent (NOI) package and develop a Storm Water Pollution Prevention Plan (SWPPP) Manual in accordance with Section A, B, and C of the General Permit prior to the commencement of soil disturbing activities. A NOI Receipt Letter assigning a Waste Discharger Identification number to the construction site will be issued after the State Water Resource Control Board (SWRCB) receives a complete NOI package (original signed NOI application, vicinity map, and permit fee); copies of the NOI Receipt Letter and SWPPP shall be forwarded for Building and Engineering Division review. The SWPPP shall be made a part of the improvement plans. (SWRCB NPDES General Permit CA000002)
- f. Hydrology and Water Quality:
 - i. For the project's proposed underground stormwater infiltration systems, the project shall comply with the design criteria included in the City's Residential Development Design and Development Standards.
 - ii. The project shall demonstrate compliance with the City's Flood Control/25-Year Detention Standards and any subsequent amendments to these standards.
 - iii. As required by the SWRCB Order No. 2022-0057-DWQ, construction activity resulting in a land disturbance of one acre or more of soil, or whose projects are part of a larger common plan of development that in total disturbs more than one acre, are required to obtain coverage under the NPDES General Permit No. CAS000002 for Discharges of Storm Water Associated with Construction Activity (General Permit). To be permitted with the SWRCB under the General Permit, owners must file a complete Notice of Intent (NOI) package and develop a Storm Water Pollution Prevention Plan (SWPPP) Manual in accordance with Section A, B, and C of the General Permit prior to the commencement of soil disturbing activities. A NOI Receipt Letter assigning a

- Waste Discharger Identification number to the construction site will be issued after the SWRCB receives a complete NOI package (original signed NOI application, vicinity map, and permit fee); copies of the NOI Receipt Letter and SWPPP shall be forwarded to the Building and Land Development Engineering Divisions review. The SWPPP shall be made a part of the improvement plans. (SWRCB NPDES General Permit CA000002).
- iv. The project shall comply with the California Regional Water Quality Control Board Central Coast Region (Region 3) Resolution No. R3-2013-0032 and as documented by the Stormwater Management Guidance Manual for Low Impact Development and Post-Construction Requirements, and any subsequent amendments thereto. A copy of the guidance manual can be obtained through the following link:
<https://www.morgan-hill.ca.gov/DocumentCenter/View/12671/Storm-Water-Management-Guidance-Manual?bidId=>.
 - v. Since the project is proposing improvements adjacent to Tennant Creek, the project shall comply with the City's adopted Santa Clara Valley Water Resource Protection Collaborative's "Guidelines and Standards for Land Use Near Streams." A copy of the guidelines and standards can be found at:
<https://www.valleywater.org/contractors/doing-businesses-with-the-district/permits-for-working-on-district-land-or-easement/guidelines-and-standards-for-land-use-near-streams>.

In accordance with the City of Morgan Hill Standard Conditions to reduce construction related water quality impacts the following BMPs shall be implemented during project construction.

- i. Burlap bags filled with drain rock will be installed around storm drains to route sediment and other debris away from the drains.
 - ii. Earthmoving or other dust-producing activities will be suspended during periods of high winds.
 - iii. All exposed or disturbed soil surfaces will be watered at least twice daily to control dust.
 - iv. Stockpiles of soil or other materials that can be blown by the wind will be watered or covered.
 - v. All trucks hauling soil, sand, and other loose materials will be covered and all trucks will be required to maintain at least two feet of freeboard.
 - vi. All paved access roads, parking areas, staging areas and residential streets adjacent to the construction site will be swept daily (with water sweepers).
 - vii. Vegetation in disturbed areas will be replanted as quickly as possible.
- 7. Sanitary Sewer Capacity Study:** The project is required to complete a Sanitary Sewer Capacity Study. The Study will be performed by the City's sewer master plan consultant. The property owner or designee is responsible for all costs associated

with a study. When it is determined that there is no available capacity in the existing sewer line(s), the City will determine the required mitigations(s) at Design Review stage.

8. **Setbacks and Height Standards based on lot type:** Refer to Attachment A for the lot standards and restricted heights.
9. **PD Master Plan:** Development on this site shall be in substantial conformance with the approved stamped plans and attached herein as Attachment B.

RESOLUTION NO. 24-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL RECOMMENDING APPROVAL OF A ZONING AMENDMENT FOR A PLANNED DEVELOPMENT AND ASSOCIATED MASTER PLAN (ZA2021-0001) FOR A 69.43-ACRE SITE LOCATED AT THE NORTHEAST QUADRANT OF HILL ROAD AND BARRETT AVENUE (APN: 817-20-031)

WHEREAS, New Horizons, Hill – Morgan Hill Devco proposes to develop the 69.43-acre property located on the northeast quadrant of Hill Road and Barrett Avenue, identified by Assessor Parcel Number 817-20-031, with 320 new residential lots including a variety of unit types ranging from single-family detached units to multi-family attached units (Zoning Amendment ZA2021-0001); and

WHEREAS, said development proposes establishment of a Planned Development (PD) combining district which requires the approval of a Zoning Map Amendment and the establishment of a PD Master Plan; and

WHEREAS, Section 18.114.040 of the Morgan Hill Municipal Code requires that the Planning Commission make a recommendation to the City Council regarding the Zoning Map Amendment to establish a Planned Development Combining District based on the findings specified in Section 18.114.060; and

WHEREAS, Section 18.30.050H.5 of the Morgan Hill Municipal Code requires that the Planning Commission make a recommendation to the City Council regarding the Planned Development and associated Master Plan based on findings specified in Section 18.303.050.H.7; and

WHEREAS, an Environmental Impact Report (EIR) has been prepared and considered for this project prior to the consideration of the above-referenced applications. Mitigation measures and a monitoring program will be adopted for those environmental impacts identified in the EIR; and

WHEREAS, such request was considered by the Planning Commission at its regular meeting of September 24, 2024; and

WHEREAS, testimony received at a duly-noticed public hearing, along with exhibits and drawings and other materials have been considered in the review process.

**NOW, THEREFORE, THE MORGAN HILL PLANNING COMMISSION DOES
RESOLVE AS FOLLOWS:**

SECTION 1. The proposed amendment is consistent with the General Plan, Zoning Code, and any applicable specific plan or area plan adopted by City Council.

The project complies with the allowed density range for units on the site in accordance with the General Plan. The Planned Development is consistent with but not limited to the following General Plan Policies: Policy CNF 6.4, Policy CNF-6. A, Policy CNF 8.7, Policy CNF 8.11, Policy CNF 9.1, Policy CNF 10.4, Policy CNF10.5, Policy CNF 11.3, Policy CNF 11.5, Policy HC-3.14, Policy NRE-5.5, Policy NRE5.6, and NRE4.11. The Planned Development Standards require new development to meet the Residential Development Design and Development Standards and will be consistent with the intent of the underlying zoning designation.

SECTION 2. The proposed development is superior to the development that could occur under the standards applicable in the existing zoning district.

This PD Master Plan includes a range of unit types and lot sizes while maintaining the allowable density for the land use designation.

SECTION 3. The proposed project will provide a substantial public benefit(s) as defined in the Municipal Code. The public benefit provided shall be of sufficient value as determined by the Planning Commission to justify deviation from the standards of the zoning district that currently applies to the property.

The PD Master Plan provides 4-acres of outdoor common open space which is more than double the requirement for new development per the municipal code. The minimum roadway improvement for the Hill Road and Barrett Avenue intersection is a four-way signalized intersection. As written in the PD standards, the roundabout enhancement to the Hill and Barrett intersection will go above the required minimum improvement. Therefore, this PD with Master Plan is consistent in providing a substantial public benefit.

SECTION 4. The Site for the proposed development is adequate in size and shape to accommodate proposed land uses.

The PD Master Plan has been reviewed for design, location, shape, size, and uses proposed and has been determined to be suitable and compliant with the vision of residential at this location with the addition of neighborhood parks and trail connectivity.

SECTION 5. Adequate transportation facilities, infrastructure, and public services exist or will be provided to serve the proposed development.

The project is consistent with the policies of the City's General Plan to improve sidewalk connectivity and expand pedestrian opportunities. The City's Bikeways, Trails, Parks and

Recreation Master Plan, adopted in July 2017, establishes goals, policies, and actions to facilitate bicycling and designates bicycle lanes along many City streets.

Senate Bill (SB) 743 establishes criteria for determining the significance of transportation impacts using a VMT metric intended to promote the reduction of GHG emissions, the development of multimodal transportation networks, and a diversity of land uses. Specifically, SB 743 requires analysis of VMT in determining the significance of transportation impacts.

The Morgan Hill citywide average daily VMT per capita is currently 24.64. OPR recommends an impact threshold of 15 percent below the existing VMT levels for residential land uses, which equates to 20.94 VMT per capita. The project is estimated to generate 33.25 VMT daily per capita, which would exceed the City's impact threshold. The project would result in a significant VMT impact on the transportation system. The project applicant would need to implement VMT reduction measures to achieve a 37 percent reduction in its VMT per capita for the proposed project to reduce the project's VMT impact to a less than significant level (below 20.94 VMT daily per capita). However, the maximum reduction possible is anticipated to reduce daily per capita VMT to only 29.55. The project's VMT per capita could be reduced to 29.55 with the implementation of the Travel Demand Management (TDM) strategies, included as mitigation measures of the EIR and a Statement of Overriding Considerations prepared as part of the Resolution related to the EIR.

SECTION 6. The proposed development will not have a substantial adverse effect on surrounding property and will be compatible with the existing and planned land use characteristics of the surrounding area.

The project is a residential development that provides a variety of housing types ranging from single family detached to multi-family attached housing units on a range of lot sizes. The proposed PD Master Plan integrates the new residential units with the surrounding residential neighborhoods by completing streets and adequately transitions larger lots to smaller lots. The PD and Master Plan was reviewed by the Development Services Team and Standards required within the document will not have a substantial adverse effect on surrounding property.

SECTION 7. Findings required for the current approval of a zoning Map amendment can be made such as consistency with the General Plan and that the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the city.

The project is a residential development that provides a variety of housing types ranging from single family detached to multifamily attached housing units on a range of lot sizes. The General Plan envisioned residential uses at this location and the proposed Plan integrates the new residential units with the surrounding residential neighborhoods by completing streets and adequately transitions larger lots to smaller lots.

SECTION 8. The affected site is physically suitable in terms of design, location, shape, size, and other characteristics to ensure that the permitted land uses and development will comply with the zoning code and General Plan and contribute to the health, safety, and welfare of the property, surrounding properties, and the community at large.

The 69.4-acre site is suitable in design, location, shape, and size to accommodate the uses allowed by the PD Master Plan. The variety of residential uses comply with the allowable density and the PD as written will require compliance with the Residential Development Design and Development Standards. The PD and Master Plan were reviewed by the Development Services Team which includes Building, Fire Prevention, Police, Engineering, Environmental Services, etc. concur that the PD and Master Plan as proposed will not be detrimental to the public interest, health, safety, convenience, or welfare of the city.

SECTION 9. Planning Commission recommends approval of Zoning Amendment application ZA2021-0001: New Horizons (Hill – Morgan Hill Devco) project and the Planned Development Standards and Planned Development Master Plan as described in Exhibit “A” of this Resolution and by this reference incorporated herein.

PASSED AND ADOPTED THIS 24th DAY OF SEPTEMBER 2024, AT A REGULAR MEETING OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	DOWNEY, LAKE, HABIB, KUMAR, WILSON, MUELLER
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NOES:	COMMISSIONERS:	NONE
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ABSTAIN:	COMMISSIONERS:	NONE
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ABSENT:	COMMISSIONERS:	TANDA
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ATTEST:	APPROVED:
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JENNA LUNA, Deputy City Clerk

LIAM DOWNEY, Chair

EXHIBIT A

New Horizons Planned Development Standards ZA2021-0001

This Planned Development (PD) creates an overlay to the base residential detached medium zoning. Where this Ordinance is silent, the Municipal Code, as amended, shall apply. Prior to and/or during development of the approximate 69-acre site the following shall be met.

1. **Substantial Public Benefit:** A substantial public benefit for the purpose of this PD is defined as a project feature not otherwise required by the zoning code or any other provision of local, state, or federal law that substantially exceeds the City's minimum development standards and significantly advances goals of the general plan. The project must include one or more substantial public benefits.
 - a. Useable Common Open Space: New residential development is required to provide useable private and common open space with a minimum type of on-site recreational amenities. While the private open space per lot and the on-site recreational amenities are reviewed for conformance prior to Design Permit approval, the common open space required is confirmed now. The master plan provides approximately 4-acres of parkland dispersed through three parks. The total amount of common open space required for the development is 47,585 square feet or 1.09-acres. The common open space provided exceeds the minimum by 2.91-acres. Because the master plan exceeds the minimum required, it qualifies as a substantial public benefit.

**Table 1.b. Residential Development Design and Development Standards
Useable Common Open Space**

	SFD (7,000)	Smaller lot SF Detached and Attached			Total
Proposed Lot Sizes	7,000	5,000	3,000- 3,800	1,800	
Common Open Space					
Project proposed number of units	64	159	63	34	320
Parkland sq ft required per unit	N/A	200	175	140	
Project Requirement		31800	11025	4760	47,585sq.ft.

- b. Intersection Improvements: Per the Transportation Impact Analysis, development of this site will require Hill Road and Barrett Avenue to be a four-way signalized intersection at minimum, bringing the LOS from an unacceptable level to an acceptable LOS B level. The intersection safety and mobility improves from an LOS B to an LOS A with a roundabout instead of a signal. As a Significant Public Benefit, new development of this site shall require the construction payment for a new roundabout in lieu of a four-way signalized intersection per the Transportation Impact Analysis. If a roundabout is not desired at this location as determined by the City Civil Engineer, the additional funds that would be required to construct a roundabout will go towards supporting a City-sponsored rideshare program such as MOGO, or towards the intersection improvements listed under Section 5 of this PD for Transportation Related Standards.

2. Required Permits before Development:

- a. The property owner or designee shall apply for a Design Permit to be reviewed for consistency with the standards of this New Horizons Planned Development and the Residential Development Design and Development Standards.
- b. A Subdivision Map will be required for the division of land, incorporation of easements, and dedication of land to the City.
- c. Project proposal requires review and permits from the Clean Water Act Section 404 permit of the U.S. Army Corps of Engineers, Clean Water Act Section 401 Water Quality Certification and possibly Porter-Cologne Water Quality Control Act waste discharge requirements from the Central Coast Regional Water Quality Control Board.
- d. Fish and Game Code Section 16 Streambed Alteration Agreement from the California Department of Fish and Wildlife (CDFW) will be necessary for the proposed project.
- e. U.S. Bureau of Reclamation (USBR) and Valley Water permits are required prior to Design Permit approval for proposed work within the USBR easement.
- f. Approval is required from Valley Water and the City for encroachments within the regulatory floodway of Tennant Creek to demonstrate through hydrologic and hydraulic analyses that the project will not result in any increase in the base flood levels during the occurrence of the base flood discharge pursuant to Chapter 15.80 (Flood Damage Prevention) of the City's Municipal Code.
- g. The proposed realignment of a portion of Tennant Creek requires a Conditional Letter of Map Revision (CLOMR) application submitted to the Federal Emergency Management Agency (FEMA) and a CLOMR issued by FEMA prior to Design Permit approval. After project completion and prior to building final(s), the project is required to submit a Letter of Map Revision (LOMR) application to FEMA and obtain LOMR approval from FEMA. If FEMA has suspended initiation of CLOMR and LOMR for this type of process, approval from FEMA is still required.

- h. The project may propose to apply to FEMA for a Conditional Letter of Map Revision based on Fill (CLOMR-F) to revise the 100-year floodplain within the site and possibly remove the proposed buildings out of the 100-year floodplain with issuance by FEMA of a LOMR-F. Currently, FEMA has suspended initiation of CLOMR-F and LOMR-F applications. However, if FEMA is creating a separate process for this type of approval, the project may apply.
- i. Off-Site Improvements Permit(s) with the City Engineering and/or Public Works Department and any associated encroachment permits that may be required.
- j. Issuance of required Building Permits for the new development including but not limited to a Master Plan, Grading etc.
- k. Proposed development within this Master Plan Area is required to comply with the Morgan Hill Municipal Code specifically but not limited to the following: MHMC 15.65 Sustainable building Regulations, MHMC 18.72.040 Electric Vehicle Charging, MHMC 15.40 building Security and MHMC 15.38 Wage Theft Prevention.

3. Inclusionary Housing Ordinance Compliance (IHO): New development of the project site shall be in compliance with the IHO as amended. The IHO requires 15% of the total units proposed to be restricted to Below Market Rate (BMR) units. The Planned Development proposal for 320 units will require 48 units to be BMR units. BMR units are required to be equally dispersed throughout each product type and accessory dwelling units do not count towards the required number of BMR units. Review and enforcement of the IHO will be completed during the Design Permit and Subdivision Map process. All standards within the IHO apply including but not limited to the following:

- a. Units must be geographically and proportionally disbursed.
- b. Units must be in all building types.
- c. Units shall be dispersed among the product types, proportionate in number among each of the product types that comprise the development.
- d. Units must consist of the project's average bedroom and bathroom count.
- e. Units shall not have significant identifiable differences.
- f. The size of the units, and distribution of model types shall be comparable and proportionate to the entire project's makeup.

For a 320 unit development 48 units are required to be income-restricted BMR units. The number of units in each product type are as follows:

- 223 Traditional SF represents 69.68% of the total project, therefore 69.68% of the required 48 BMRs is 33.44 which rounds to 34 BMR units.
- 42 Courtyard homes represent 13.12% of the total project, therefore 13.12% of the required 48 BMRs is 6 BMR units.
- 21 Senior cottages represent 6.56% of the total project, therefore 6.5% of the required 48 BMRs is rounded to 3 BMR units.

- 34 Senior single-family attached represents 10.62%, therefore 10.62% of the required 48 BMRs is 5 BMR units.

Unit Type	Number of Project Units	BMR Unit Requirement
Single Family (223) Courtyard Homes (42) Senior Cottages (21) Senior SFA (34)	320	48
Single Family	223	34
Courtyard Homes	42	6
Senior Cottages	21	3
Senior Single Family Attached	34	5

The IHO allows for projects to pay an in-lieu fee or “fee out” up to 50% of the inclusionary obligation. The project is proposing a 100% in-lieu fee option as part of the approval of this PD. This section of the PD allows the applicant to either build or pay out with the in-lieu fee option and shall be formalized in the IHO agreement. The IHO agreement will outline the projects compliance based on the approval of this PD and will be required to be prepared, approved, and recorded prior to Final Map recordation.

4. **Public Park and Trail Improvements:** Per the Quimby Parkland requirements, a minimum of 4.83 acres of parkland area is required to be constructed or an in-lieu fee paid. This PD Master Plan is dedicating 1.76 acres of land to Jackson Park. The new Jackson Park area will include onsite improvements that will be reviewed by the Parks and Recreation Commission and approved by City Council. The General Plan identifies a proposed shared use (pedestrian and bicycle) class 1 path from Jackson Park to Hill Road that connects to the existing trail system. The PD Master Plan identifies a public trail from Jackson Park to Hill Road that shall be constructed as a Class 1 shared use path.
 - a. A Subdivision Improvements Agreement (SIA) shall be executed between the City and the property owner or designee to cover required offsite improvements.
 - b. Dedication of 1.76 acres of land to Jackson Park as shown on Parcel A and C.
 - c. Prior to final design of public park improvements, review and approval is required by Parks and Recreation Commission and City Council.
 - d. Improvements for existing features on City property will continue to be maintained by City.
 - e. In general, storm water detention solutions for projects need to be satisfied entirely on the project site. If a dual use storm water detention basin located on both City property and the proposed dedicated park area property is supported, it is required

to be constructed by property owner or designee. Maintenance of new detention basin to be the responsibility of the HOA unless otherwise proven needed to resolve overflow runoff from Jackson Park. If City approves the dual use storm water detention basin, a private storm water easement will be granted by the City to the property owner or designee of the system.

- f. The public trail connection to existing Jackson Park and trail network will be constructed by the property owner or designee.
- g. A public access easement will be required over the trail located outside City Property, and shall be shown on the Tentative Map and dedicated to the City prior to final map approval. A Community Facilities District (CFD) shall be formed to cover the maintenance cost of the trail. If a CFD is not formed, the trail maintenance shall be the responsibility of the HOA. The landscaping adjacent to the trail area shall be maintained by the HOA.
- h. The property owner or designee shall pay for and install an interpretive panel along the proposed pedestrian trail. The interpretive panel shall be reviewed and approved by Tamien Nation.
- i. Water features including ponds will be reviewed for consistency with the Water Conservation Ordinance prior to design permit approval.

5. Transportation Related Standards: Based on the City's operating standards the proposed development within this PD would have an adverse effect on the following intersections and will require improvements and fair share in lieu fees as follows.

- a. Condit Road and Main Avenue - The project shall contribute a proportional fair share of the in-lieu cost for future implementation of an exclusive southbound right-turn on Condit Road, required signal modifications, and lane striping on the southbound approach.
- b. Condit Road and Tennant Avenue – The project shall contribute a proportional fair share of the in-lieu cost for future implementation of a traffic signal at the Condit Road and Tennant Avenue intersection.
- c. Murphy Avenue and Tennant Avenue – The project shall contribute a proportional fair share of the in-lieu cost for future implementation of a traffic signal with protected phasing on all four approaches at the Murphy Avenue and Tennant Avenue intersection. The in-lieu cost shall be determined by the City prior to approval of tentative map and/or design permit.
- d. Hill Road and Fountian Oaks Drive – The project shall implement a separate westbound left-turn lane on Fountian Oaks Drive. The property owner or designee shall be required to cover the full cost of this improvement.
- e. Hill Road and Barrett Avenue – If the Substantial Public Benefit roundabout at this intersection is not chosen by our City Public Works Department, the project shall implement a four-way traffic signal with protected phasing on Hill Road and Barrett Avenue at a minimum.

- f. Condit Road and Diana Avenue – The project shall contribute the proportional share of in-lieu cost for future implementation of a traffic signal with protected phasing on Condit Road. In-lieu cost shall be determined by the City prior to the approval of tentative map and or design permit.
- g. New development shall provide adequate width and turn-radii at and along all drive/parking aisles to allow for two-way circulation and adequate circulation of larger vehicles (such as emergency trucks, garbage trucks, and delivery trucks) throughout the project site.
- h. Improvements along the project frontage including the recommended widening of Hill Road shall be planned to accommodate the implementation of the planned bike lanes along Hill Road.

Noise Related Standards: The following noise insulation features shall be incorporated into the proposed project to reduce interior noise levels to 45 dBA Ldn or less at residential interiors:

- a. Where project design and setbacks cannot achieve acceptable noise decibels for outdoor private open space, the project shall include noise barriers along the residential property lines of the backyards and side yards consistent with the noise study and confirmed by a qualified noise consultant. The noise barriers shall break the line-of-sight from the backyards to Hill Road. The minimum height of these barriers shall be eight feet as measured from the pad elevation of each residence. The proposed barriers shall be continuous from grade to top, with no cracks or gaps, and have a minimum surface density of three lbs/ft² (e.g., one-inch-thick wood fence boards, half-inch laminated glass, concrete masonry units, or masonry).
- b. The final design of the noise barriers to be included shall be confirmed by a qualified noise consultant.
- c. Provide a suitable form of forced-air mechanical ventilation, as determined by the Building Official, for all residential units on the project site, so that windows can be kept closed at the occupant's discretion to control interior noise and achieve the interior noise standards.
- d. A qualified acoustical consultant shall review the final site plan, building elevations, and floor plans prior to construction and recommend building treatments to reduce interior noise levels to 45 dBA Ldn or lower. Such methods or materials that would reduce interior noise levels may include a combination of smaller window and door sizes as a percentage of the total building façade facing the noise source, sound-rated windows and doors, sound rated exterior wall assemblies, and mechanical ventilation so windows may be kept closed at the occupant's discretion. The specific determination of what noise insulation treatments are necessary shall be conducted on a unit-by-unit basis during final design of the project. Results of the analysis, including the description of the necessary noise control treatments, shall

be submitted to the City, along with the building plans and approved design, prior to issuance of a building permit.

- e. The project applicant shall develop a noise construction control plan, which shall be submitted to the Development Services Director or Director's designee for review and approval prior to issuance of a grading or building permit. The noise construction control plan shall include but not be limited to the following construction best management controls:

- Equipment and trucks used for construction shall use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds);
- Impact tools (e.g., jackhammers, pavement breakers, and rock drills) used for construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools; and
- Stationary noise sources shall be located as far from noise-sensitive receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or include other measures.
- Construct temporary noise barriers, where feasible, to screen stationary noise-generating equipment. Temporary noise barrier fences would provide a five dBA noise reduction when the noise barrier interrupts the line-of-sight between the noise source and receptor and when the barrier is constructed in a manner that eliminates any cracks or gaps.
- Unnecessary idling of internal combustion engines shall be strictly prohibited.
- Construction staging areas shall be established at locations that will create the greatest distance between the construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction. Locate material stockpiles, as well as maintenance/equipment staging and parking areas, as far as feasible from residential receptors.
- Control noise from construction workers' radios to a point where they are not audible at existing residences bordering the project site.
- Where feasible, temporary power service from local utility companies should be used instead of portable generators.
- Locate cranes as far from noise-sensitive receptors as possible.
- During final grading, substitute graders for bulldozers, where feasible. Wheeled heavy equipment are quieter than track equipment and should be used where feasible.
- Substitute nail guns for manual hammering, where feasible.
- Avoid the use of circular saws, miter/chop saws, and radial arm saws near the adjoining noise-sensitive receptors. Where feasible, shield saws with a solid screen with material having a minimum surface density of two pounds per square foot (e.g., such as 0.75-inch plywood).
- Maintain smooth vehicle pathways for

trucks and equipment accessing the site, and avoid local residential neighborhoods as much as possible.

- During interior construction, the exterior windows facing noise-sensitive receptors shall be closed.
- During interior construction, locate noise-generating equipment within the building to break the line-of-sight to the adjoining receptors.
- The contractor shall prepare a detailed construction schedule for major noise-generating construction activities. The construction plan shall identify a procedure for coordination with adjacent residential land uses so that construction activities can be scheduled to minimize noise disturbance.
- Designate a "disturbance coordinator" who would be responsible for responding to any complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., bad muffler, etc.) and will require that reasonable measures be implemented to correct the problem. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include it in the notice sent to neighbors regarding the construction schedule.

6. Environmental Standards Required for New Development: The adopted Environmental Impact Report prepared for this New Horizons Planned Development (SCH No. 2021060587) includes Mitigation Measures that shall be implemented as conditions of approval to the Design Permit and Tentative Map for the project. In addition to the Mitigation Measures listed within the Project Environmental Impact Report, the following standard conditions shall apply and be completed prior to or during construction as depicted by each standard.

- a. Air Quality: The following standards shall be implemented during all phases of construction to control dust and exhaust at the project site:
 - i. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
 - ii. All haul trucks transporting sial, sand or other loose material off-site shall be covered.
 - iii. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
 - iv. All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).
 - v. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
 - vi. Replant vegetation in disturbed areas as soon as possible after completion of construction.
 - vii. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California

- airborne toxics control measure Title 13, Section 2485 of the California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
- viii. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
 - ix. Post a publicly visible sign with the telephone number and person to contact at the City regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.
- b. Biological Resources: The proposed project that could be developed as part of this Planned Development is covered under the Habitat Plan and will be required to comply with the following:
- i. The project shall implement the following standard permit condition to ensure compliance with the Habitat Plan's nitrogen deposition fee(s). The proposed project is covered pursuant to the Santa Clara Valley Habitat Plan (Habitat Plan) and subject to fees and conditions contained in the Habitat Plan. Habitat Plan conditions applicable to the project include:
 - Condition 1. Avoid direct impacts on legally protected plan and wildlife species.
 - Condition 3. Maintain hydrologic conditions and protect water quality.
 - Condition 4. Avoidance and minimization for in-stream projects.
 - Condition 11. Stream and riparian setbacks.
 - Condition 17. Tricolored blackbird.
 - ii. Application Package. Prior to issuance of a grading permit, the project shall complete and submit a Habitat Plan Application Package. All fees shall be paid prior to issuance of a grading permit.
 - iii. Any additional conditions or mitigations required by the habitat Plan shall be clearly stated on all plans that involve any ground disturbing activity (i.e., grading plans, improvement plans, paving plans, demolition plans or other plans for site clearing or temporary stockpile of dirt).
 - iv. No development shall impede on the required 35-foot setback of the riparian habitat near the drainage channel along Hill Road.
 - v. Tree Protection. Unless tree removal has been previously approved, all trees located within 25 feet of any site disturbance shall be protected using the following minimum protection measures (these guidelines shall be included with all site development plans):
 - Mark all trees to be saved with a survey flag or ribbon. Do not nail or staple directly to the tree.

- Erect a temporary fence enclosing an area equal to at least the dripline of the tree (or as far from the trunk as possible). This tree protection zone shall not be used for parking, storage of building materials, or other equipment or the placement of temporary or permanent fill. Signs should be posted identifying the restriction of uses in the tree protection zone.
 - Locate structures, grade changes, and other ground or surface disturbances (e.g. concrete pours) as far as feasible from the “dripline” area of the tree.
 - Avoid root damage through grading, trenching, and compaction, at least within an area 1.5 times the dripline area of the tree. Where root damage cannot be avoided, roots encountered over 1 inch in diameter should be exposed approximately 12 inches beyond the area to be disturbed (towards the tree stem), by hand excavation, or with specialized hydraulic or pneumatic equipment, cut cleanly with hand pruners or power saw and immediately back-filled with soil. Avoid tearing or otherwise disturbing that portion of the roots to remain.
 - The addition of plants or other landscaping materials shall remain outside of the dripline of all trees.
 - All trees proposed to be removed from the project site shall be replaced at a 1:1 ratio. Replacement trees shall be consistent with the City of Morgan Hill Master Street Tree. All replacement trees shall be a minimum of 15-gallons in size. All mitigation/replacement trees shall be shown on the landscape plans and approved by the Development Services Director prior to the issuance of the building/grading permit.
 - Any tree subject to Chapter 12.32 Restrictions On Removal Of Significant Trees of the Morgan Hill Municipal Code requires approval from the Planning Division. The applicant shall request approval prior to removing any significant trees.
- c. Energy: A project developed under this PD is required to implement the Green Building Measures as identified below.
- i. MHMC 15.65 Sustainable building Regulations
 - ii. MHMC18.72.040 C Electric Vehicle Charging
- d. Geology and Soils: To avoid or minimize potential damage from seismic shaking, the proposed residential development shall be built using standard engineering and seismic safety design techniques. Prior to issuance of building permits, building design and construction at the site shall be completed in conformance with the recommendations of a design-level geotechnical investigation, which shall be included in a report to the City. The structural designs for the proposed

development will account for repeatable horizontal ground accelerations. The report shall be reviewed and approved by the City of Morgan Hill Building Division prior to issuance of a building permit. The buildings shall be required to meet the requirements of applicable Building and Fire Codes, including the California Building Code Chapter 16, Section 1613, as adopted or updated by the City. The project will be designed to withstand soil hazards identified on the site and the project shall be designed to reduce the risk to life or property to the extent feasible and in compliance with the Building Code.

- e. As required by the State Water Resources Control Board (SWRCB) Order No. 2022-0057-DWQ, construction activity resulting in a land disturbance of one acre or more of soil, or whose projects are part of a larger common plan of development that in total disturbs more than one (1) acre, are required to obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for Discharges of Storm Water Associated with Construction Activity (General Permit). To be permitted with the SWRCB under the General Permit, owners must file a complete Notice of Intent (NOI) package and develop a Storm Water Pollution Prevention Plan (SWPPP) Manual in accordance with Section A, B, and C of the General Permit prior to the commencement of soil disturbing activities. A NOI Receipt Letter assigning a Waste Discharger Identification number to the construction site will be issued after the State Water Resource Control Board (SWRCB) receives a complete NOI package (original signed NOI application, vicinity map, and permit fee); copies of the NOI Receipt Letter and SWPPP shall be forwarded for Building and Engineering Division review. The SWPPP shall be made a part of the improvement plans. (SWRCB NPDES General Permit CA000002)
- f. Hydrology and Water Quality:
 - i. For the project's proposed underground stormwater infiltration systems, the project shall comply with the design criteria included in the City's Residential Development Design and Development Standards.
 - ii. The project shall demonstrate compliance with the City's Flood Control/25-Year Detention Standards and any subsequent amendments to these standards.
 - iii. As required by the SWRCB Order No. 2022-0057-DWQ, construction activity resulting in a land disturbance of one acre or more of soil, or whose projects are part of a larger common plan of development that in total disturbs more than one acre, are required to obtain coverage under the NPDES General Permit No. CAS000002 for Discharges of Storm Water Associated with Construction Activity (General Permit). To be permitted with the SWRCB under the General Permit, owners must file a complete Notice of Intent (NOI) package and develop a Storm Water Pollution Prevention Plan (SWPPP) Manual in accordance with Section A, B, and C of the General Permit prior to the commencement of soil disturbing activities. A NOI Receipt Letter assigning a

Waste Discharger Identification number to the construction site will be issued after the SWRCB receives a complete NOI package (original signed NOI application, vicinity map, and permit fee); copies of the NOI Receipt Letter and SWPPP shall be forwarded to the Building and Land Development Engineering Divisions review. The SWPPP shall be made a part of the improvement plans. (SWRCB NPDES General Permit CA000002).

- iv. The project shall comply with the California Regional Water Quality Control Board Central Coast Region (Region 3) Resolution No. R3-2013-0032 and as documented by the Stormwater Management Guidance Manual for Low Impact Development and Post-Construction Requirements, and any subsequent amendments thereto. A copy of the guidance manual can be obtained through the following link:
<https://www.morgan-hill.ca.gov/DocumentCenter/View/12671/Storm-Water-Management-Guidance-Manual?bidId=>.
- v. Since the project is proposing improvements adjacent to Tennant Creek, the project shall comply with the City's adopted Santa Clara Valley Water Resource Protection Collaborative's "Guidelines and Standards for Land Use Near Streams." A copy of the guidelines and standards can be found at:
<https://www.valleywater.org/contractors/doing-businesses-with-the-district/permits-for-working-on-district-land-or-easement/guidelines-and-standards-for-land-use-near-streams>.

In accordance with the City of Morgan Hill Standard Conditions to reduce construction related water quality impacts the following BMPs shall be implemented during project construction.

- i. Burlap bags filled with drain rock will be installed around storm drains to route sediment and other debris away from the drains.
- ii. Earthmoving or other dust-producing activities will be suspended during periods of high winds.
- iii. All exposed or disturbed soil surfaces will be watered at least twice daily to control dust.
- iv. Stockpiles of soil or other materials that can be blown by the wind will be watered or covered.
- v. All trucks hauling soil, sand, and other loose materials will be covered and all trucks will be required to maintain at least two feet of freeboard.
- vi. All paved access roads, parking areas, staging areas and residential streets adjacent to the construction site will be swept daily (with water sweepers).
- vii. Vegetation in disturbed areas will be replanted as quickly as possible.

- 7. Sanitary Sewer Capacity Study:** The project is required to complete a Sanitary Sewer Capacity Study. The Study will be performed by the City's sewer master plan consultant. The property owner or designee is responsible for all costs associated

with a study. When it is determined that there is no available capacity in the existing sewer line(s), the City will determine the required mitigations(s) at Design Review stage.

8. **Setbacks and Height Standards based on lot type:** Refer to Attachment A for the lot standards and restricted heights.
9. **PD Master Plan:** Development on this site shall be in substantial conformance with the approved stamped plans and attached herein as Attachment B.

Resolution No. 12-13 New Horizons PD with Exhibit A Ready For Signatures

Final Audit Report

2024-11-05

Created:	2024-11-05
By:	Jenna Luna (jenna.luna@morganhill.ca.gov)
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"Resolution No. 12-13 New Horizons PD with Exhibit A Ready F or Signatures" History

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New Horizons Hill – Morgan Hill Devco Planned Development ZA2021-0001/EA2018-0016 Agenda Item #: 17



November 20, 2024

Project Site and Location



NEW HORIZONS AT MORGAN HILL

Project Proposal



Zoning Amendment for Planned Development

69.4-Acre Site

320 Residential Units

Unit Type	Number of Units
Single-Family Detached	223
Court-Style House	42
Cottage (Age Restricted)	21
Duet (Age Restricted)	34
Lot Size	Lots
7,000 sq ft or more	64
5,000 sq ft or more	159
3,000 - 3,800 sq ft	63
1,800 sq ft or more	34

Planned Development



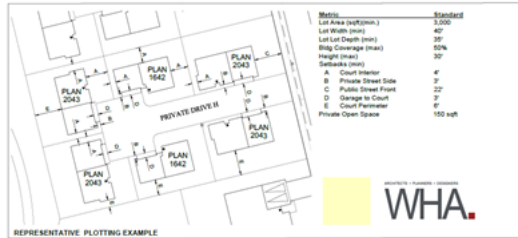
Purpose: Promote high-quality development that deviates from standards and regulations applicable to base zoning districts.

Substantial Public Benefit: A project feature not otherwise required by the zoning code or any other provision of local, state, or federal law that substantially exceeds the city's minimum development standards and significantly advances the goals of the general plan.

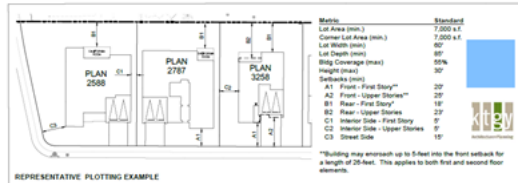
Planned Development Site Plan



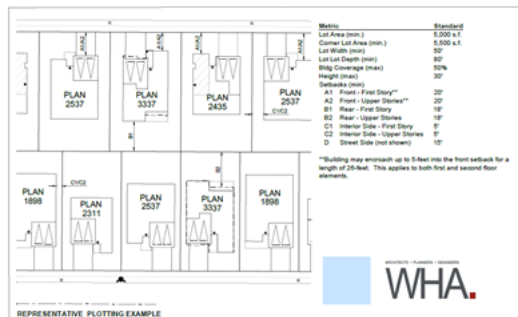
Planned Development Standards



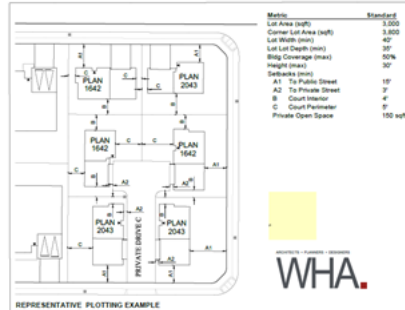
REPRESENTATIVE PLOTTING EXAMPLE
TYPOLGY 1A: COURT HOMES ADJACENT TO SORREL DRIVE
SCALE 1" = 40'



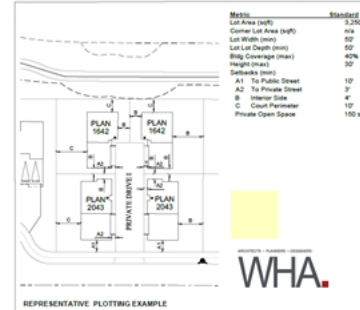
REPRESENTATIVE PLOTTING EXAMPLE
TYPOLGY 2: LARGE LOT SINGLE FAMILY LOTS
SCALE 1" = 40'



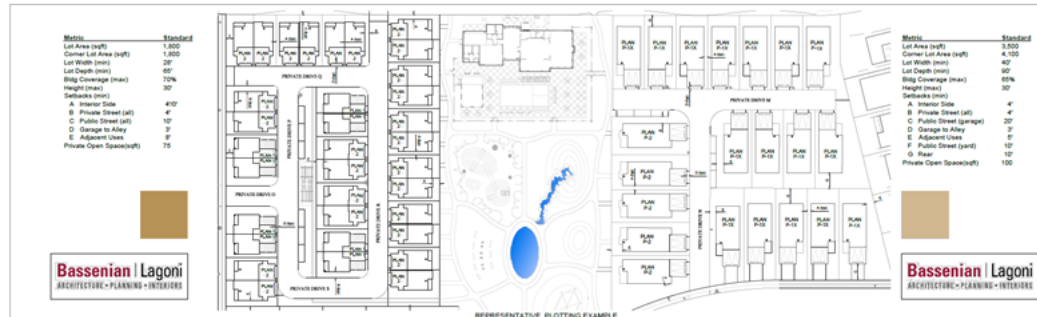
REPRESENTATIVE PLOTTING EXAMPLE
TYPOLGY 2: 5,000 SQFT AND 6,000 SQFT TRADITIONAL SINGLE FAMILY LOTS
SCALE 1" = 40'



REPRESENTATIVE PLOTTING EXAMPLE
TYPOLGY 1B: COURT HOMES AT ENDS OF BLOCKS
SCALE 1" = 40'



REPRESENTATIVE PLOTTING EXAMPLE
TYPOLGY 1C: COURT HOMES AT TRAIL
SCALE 1" = 40'



REPRESENTATIVE PLOTTING EXAMPLE
TYPOLGY 4: SENIOR DUETS
SCALE 1" = 40'

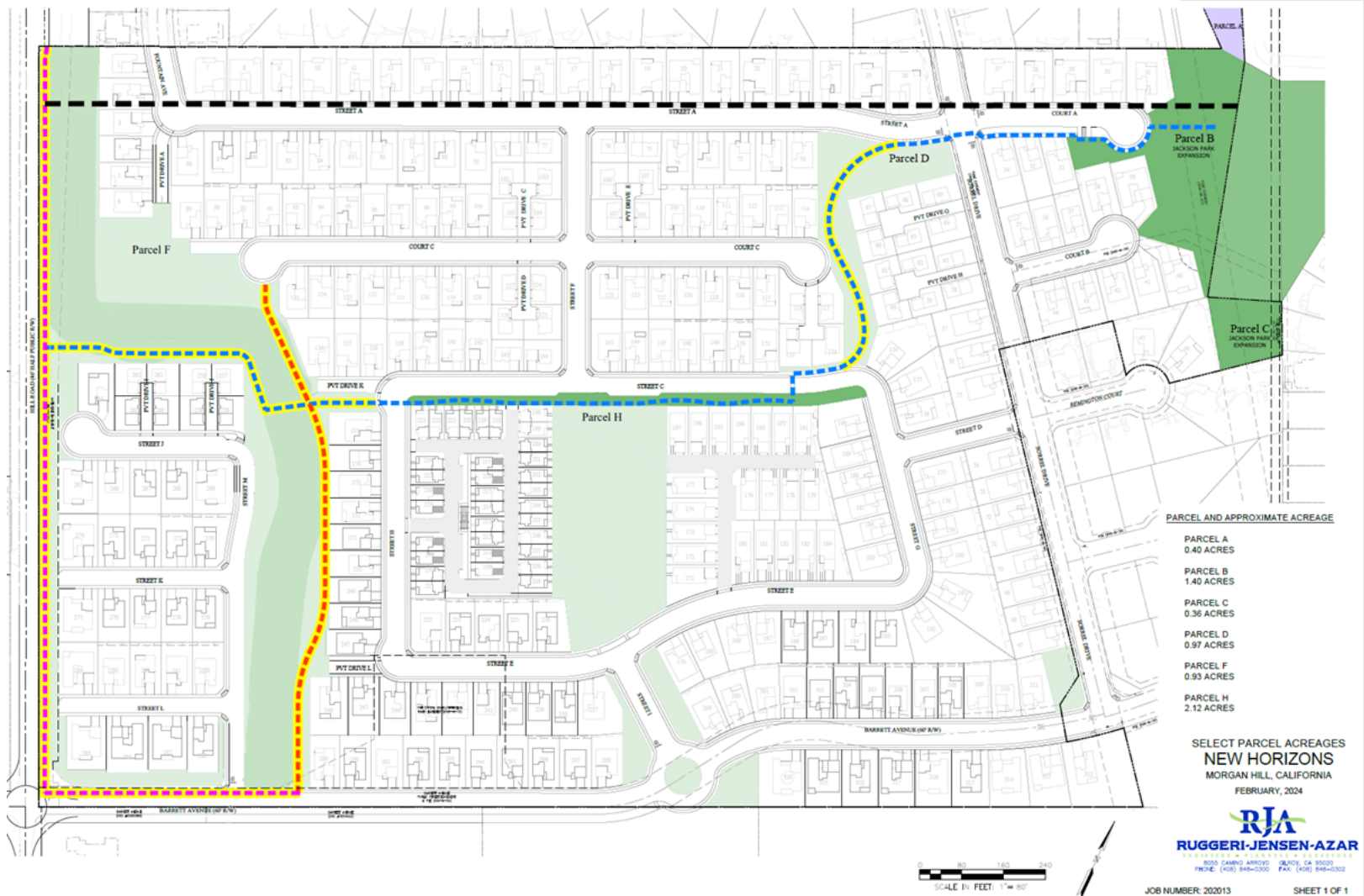
REPRESENTATIVE PLOTTING EXAMPLE
TYPOLGY 3: COTTAGE LOTS
SCALE 1" = 40'



GENERAL NOTES (ALL TYPOLOGIES)

1. Minimum lot frontage is 40-feet per Municipal Code section 18.16.030.E., except as shown on lot 39 within this plan set.
2. For Typology 2, a portion of the building is allowed to project up to five (5) feet into the front yard setback. See Municipal Code section 18.16.030.D. This applies to first and second floors.
3. Outdoor rooms within Typology 2 must comply with rear yard setbacks.
4. "Standard" distances shown on this sheet are measured to face of stud. Sheathing and exterior finishes (trim, siding, stucco, etc.) may encroach into the setbacks shown on this exhibit.

Park and Open Space



Substantial Public Benefit



1. Open Space:

- Required: 1.09 acres
- Provided: 4 acres

2. Intersection Improvements to Hill-Barrett:

- Required: Four Way Signal (LOS B)
- Requested: Roundabout = (LOS A) or funding for other transportation improvements

Street and Circulation Improvements



- Signal or round-about at Hill and Barrett intersection
- Hill Road widening for westbound left-turn lane onto Fountain Oaks Drive and new sidewalk and bicycle path
- Traffic Circle at Barrett's entrance into the new community
- Completion of Sorrel Way and connection to Fountain Avenue
- Four-way stop sign or traffic circle at Fountain Oaks Drive and Sorrel Way

Transportation Impact Fees



The project will be required to contribute a proportional fair share of transportation improvements for the area, including:

Signals for the following intersections:

- a) Condit Road and Tennant Avenue
- b) Murphy Avenue and Tennant Avenue
- c) Condit Road and Diana Avenue

Condit Road and Main Avenue - Contribute a proportional fair share cost for future implementation of an exclusive southbound right-turn on Condit Road, required signal modifications, and lane striping on the southbound approach

Hill Road and Fountain Oaks Drive – Construct and pay for a separate westbound left-turn lane on Fountain Oaks Drive

Inclusionary Housing Ordinance



The Inclusionary Housing Ordinance (IHO) requires development to provide 15% of homes at affordable prices.

Ordinance allows developments to pay in-lieu fee for up to 50% of the Below Market Rate (BMR) obligation.

IHO Development Standards require BMR units to be geographically and proportionately distributed, meeting the project's average bedroom/bathroom count and be of the same quality.

IHO Requirement Comparison



Unit Type	# Units Per Type	Floor Plan Type sq.ft	BMR Requirement
Courtyard Homes	42	1,642 (15)	2
		2,043 (27)	4
Senior Cottages	21	2,081* (16)	2
		2,272* (5)	1
Senior Single Family Attached	34	682 (8)	1
		1,144 (26)	4
Single Family Detached	223	1,898 (26)	4
		2,311 (28)	4
		2,435* (23)	4
		2,537 (49)	7
		2,588 (18)	3
		2,787 (16)	2
		3,258 (63)	10
Total	320	750,451	48

* Includes ADU

IHO Recommendation:

Obligation: 48 BMR Units or In-Lieu Fee

Project: 320 Units

Total Livable Square Footage: 750,451

2024 IHO Fee Rate: \$23.04

Recommendation: 100% In Lieu Payment: \$17,290,391*

Fee Calculation: 750,451 SF x \$23.04 = \$17,290,391

*Fees increase annually to account for inflation

Environmental Impact Report



Notice of Preparation – circulated June 25, 2021 for a 30-day public comment period

Public Scoping Meeting – held July 13, 2021 via Zoom

Tribal Consultation – held in Summer and fall of 2021 (AB52 and SB18)

Draft EIR – circulated November 3rd 2023 for a 60-day public comment period

Community Open House – held December 4, 2023 in person

Final EIR – posted August 27, 2024 on project page

Significant Unavoidable Impact



Agricultural Impact: Conversion of 44-acres of Prime Farmland and 5-acres of Farmland of state-wide importance.

- MM AG-1.1: Minimum one acre of agriculture preserved for each acre of land converted to non-agriculture through a conservation easement or agricultural preservation in-lieu fee
- MM AG-1.2: Offsetting acquisition and/or dedication of agricultural conservation easement over agricultural mitigated land or in-lieu fee

Finding: Consistent with the City's Agricultural Preservation Program and Agricultural Mitigation Ordinance.

Significant Unavoidable Impact



Transportation Impact: Project will generate 33.25 VMT daily per capita. City base VMT is 24.64 daily per capita. No feasible way to reduce to reach the city base VMT

- TRN-1.1: implement a Transportation Demand Management plan. Plan to include financial contribution to City's on-site demand rideshare services and improvement pedestrian network by including sidewalks allowing connections to adjacent properties.
 - Financial contribution to the City on-site demand rideshare service (MoGo) as a one-time or annual financial contribution

Finding: The project design for pedestrian and bicyclist connectivity, including contribution to rideshare services find the unavoidable impact acceptable when weighed against the overriding social and economic considerations per CEQA.

General Plan & Municipal Code



The Standards included within the Planned Development (PD) require IHO consistency and would make the project consistent with Zoning Ordinance findings for a PD.

Recommendation

1. Open/close public hearing;
2. Adopt a Resolution certifying the Environmental Impact Report (EIR), approve the Mitigation Monitoring and Reporting Program prepared for the project, and adopt Findings of Fact and Statement of Overriding Considerations;
3. Waive the first and second reading of the Ordinance for a Zoning Amendment to create a Planned Development with Standards and Master Plan; and
4. Introduce an Ordinance for a Zoning Amendment to create a Planned Development with Standards and Master Plan

Questions?



CITY COUNCIL STAFF REPORT

MEETING DATE: November 20, 2024

PREPARED BY:

Adam Paszkowski, Principal Planner

APPROVED BY: City Manager

INTRODUCE ORDINANCE (ZA2024-0003) ESTABLISHING CHAPTER 18.78 (STANDARDS FOR PUBLIC ARTS) WITHIN TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING THE REQUIREMENT OF PUBLIC ART IN NEW LAND DEVELOPMENT PROJECTS

RECOMMENDATION(S)

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

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety
Supporting our Youth, Seniors, and Entire Community
Fostering a Positive Organizational Culture
Preserving and Cultivating Public Trust
Preserving our Community History
Enhancing Diversity and Inclusiveness

2024-2025 Strategic Priorities

Community Engagement
Economic Development and Tourism

Guiding Documents

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

Chapter 18.78 (Standards for Public Arts) is proposed within Title 18 (Zoning) of the Municipal Code to implement the requirement of public art in new land development projects.

Public art, or a public art in-lieu fee, is proposed to be applied to new residential projects of 20 housing units or more, nonresidential projects of 5,000 square feet or larger, and

new public buildings, facilities, and city parks. The public art rate is proposed at 1% of the project's total construction valuation for commercial, industrial, moderate-income and above moderate-income residential, and municipal development projects; and 0.5% of the project's total construction valuation for non-profit organizations and lower-income affordable housing development projects. It is noted that any housing project that complies with the City's Inclusionary Housing Ordinance, by providing affordable units on-site, will be entitled to a waiver and may request to not comply with the public art ordinance. The requirement to include public art, or pay the in-lieu fee, may be a disincentive to developers who might otherwise fee out of the Inclusionary Housing Ordinance by constructing the below market-rate units, thereby reducing the City's affordable housing funds available for non-profit housing projects.

Applicable projects shall incorporate public art on-site of equal value of 1% (or 0.5% of the total project's construction valuation for certain projects) or provide the City with an in-lieu payment of equal value during the building permit process with a maximum required in-lieu fee contribution of one million dollars (\$1,000,000). If the project chooses to incorporate public art, the installations shall be in locations visible to and accessible by the public. Public art installations include sculptures, murals, installations, public art gardens, interactive art pieces, performance spaces (including indoor or outdoor stages and amphitheaters), etc.

While performance arts was originally considered an eligible use of public art in-lieu fees in the Public Art Framework presented to the City Council on October 23, 2024, the proposed ordinance does not include performance arts. In-lieu fee funds from private developers have to be used for permanent public art. While city-generated public art funds can be used for performance art, the funds generated would not be substantial enough to generate the type of funding needed to support the performing arts. However, the proposed Public Art Ordinance does recommend allowing performance spaces, including indoor or outdoor stages and amphitheaters, to be allowed as an on-site private artwork installation.

Improvements that are proposed to be exempt from public art include building renovations or additions as well as Public Works Capital Improvement Projects such as streets, water, sewer, trails, bike lanes, and media, and Capital Improvement Projects (CIP) such as building/facility renovations or expansions, streets and roads, medians, trails, bike lanes, landscaping, storm drainage facilities, wastewater facilities, and water facilities. Only new City facilities and parks would be applicable to the Public Art Framework. However, the City Council may exempt municipal projects on a case-by-case basis.

The approval process for City commissioned public art would remain as it is today with the review of the Library, Culture, and Art Commission (LCAC) and final approval by the City Council. Private art installations will be reviewed by the Planning Division during the project's design review process and will also be reviewed by LCAC. Projects that choose to pay the in-lieu fee would be required to pay the fee prior to issuance of the first building permit, which will be placed within the existing Public Art Fund managed by the Public Services Department. Funds would be used for the procurement of new art

installations, preventative care, acquisition and improvement of real property for the purpose of displaying artwork, costs for administering the public art program, and structures that display the artwork.

The proposed Ordinance, establishing standards for public art, is consistent with the General Plan as the adoption of the ordinance will implement the following City of Morgan Hill 2035 General Plan policies and actions:

Policy CNF-8.17 Public Art. Encourage installation of public art in new and renovated non-residential projects.

Action CNF-8.C Public Art. Develop a plan and standards to encourage the inclusion of public art in new and renovated non-residential projects.

Policy ED-4.7 Public Art at Key Destinations. Prioritize public art in key destination areas like Downtown.

Policy ED-4.8 Public Art in the Planning Process. Integrate public art into the planning process for significant non-residential development projects.

Policy HC-4.3 Cultural Awareness. Promote awareness of and celebrate Morgan Hill's diverse cultures through events, festivals, leadership on public boards and commissions, staff training, and public art installations.

Policy HC-4.6 Placemaking. Use public art and interpretive plaques to designate special and unique areas of the City, including the downtown, areas of historic and cultural significance, and community gathering places.

Policy HC-4.8 Civic Arts. Partner with local artists and art organizations to engage residents creatively in addressing community issues.

Action HC-4.A Public Art Program. Study whether to require public art as part of new development and/or new City parks.

Complete details of the proposed amendments are provided in the draft Ordinance (Attachment 1) and in the [Planning Commission staff report](#). If the proposed Ordinance is approved, the Code Amendment becomes effective 30 days following the adoption of the Ordinance by the City Council. Pursuant to Section 18.114.060 (Findings for Approval), the City Council may approve a zoning code amendment if all of the following findings are made:

1. The proposed amendment is consistent with the General Plan and any applicable specific plan as provided by Government Code Section 65860.
2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
3. The proposed amendment is internally consistent with other applicable provisions of the zoning code.

The proposed amendments are consistent with the above findings as they implement the City of Morgan Hill General Plan to integrate public art into the planning process for new development.

PLANNING COMMISSION ACTION:

The Planning Commission reviewed the proposed amendments on November 12, 2024.

Following discussion, the Planning Commission approved Resolution No. 24-15 on a 4-2 vote recommending the City Council approve the proposed Amendments as presented by staff. During the discussion, the Planning Commission expressed the following concerns:

- Additional costs (percentage and maximum caps) for public art that will be required for new development and the potential negative effect it could have on Economic Development;
- A waiver may be used to waive the public art contribution requirement under the Density Bonus Law (Government Code Sections 65915 through 65918) for residential projects that include affordable components by meeting the City's Inclusionary Housing Ordinance;
- Valuation for on-site public art may be inflated by the developer; and
- Overall process concerns implementing the Ordinance, including reviewing the budget for proposed on-site artwork and future maintenance of artwork.

COMMUNITY ENGAGEMENT:

Inform

A 10-day public hearing notice was published in the Friday, November 8, 2024, edition of the Morgan Hill Times pursuant to Government Code Sections 65090-65096. On November 12, 2024, the Planning Commission held a public hearing regarding the proposed ordinance amendments in which a 10-day public hearing notice was published in the Friday, November 1, 2024, edition of the Morgan Hill Times.

Staff also held a Public Art Conversation on October 14, 2024, to explore how to curate the future of arts and culture in Morgan Hill, where more than 140 residents attended and provided feedback on public art and a public art framework. Staff received overwhelming support from attendees for a public art policy, consisting of assessing a public art fee on new construction, primarily for commercial and industrial development projects, with some support of assessing a public art fee towards market rate housing projects. A majority of the attendees indicated that the fee should apply to commercial and industrial projects that are 20,000 square feet in size or more and housing developments greater than 40 dwelling units. As part of the conversation, staff also gathered feedback from attendees indicating what types of public art they would like to see (in which there was equal support for architecture, music, paintings/murals, sculptures, and theater) and the locations they would want to see installations (in which there was equal support for installations at the City gateways/entrances, parks, public buildings, downtown, and freeway facing).

ALTERNATIVE ACTIONS:

If the City Council does not take action on the proposed ordinance, the Municipal Code will remain as-is, and certain programs/actions within the 2035 General Plan will not be implemented. The Council may also make modifications to the proposed amendments, or not approve certain sections that the Council deems appropriate.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

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

On October 23, 2024, the City Council held a public meeting to discuss the Public Art Framework and directed staff to draft a Public Art Ordinance.

On November 12, 2024, the Planning Commission considered and recommended, on a 4-2 vote, the City Council approve the proposed draft Ordinance (Attachment 1).

FISCAL AND RESOURCE IMPACT:

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

CEQA (California Environmental Quality Act):

This ordinance, establishing standards for public art, is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines. The proposed ordinance is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The creation of standards for public art does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment.

ORDINANCE NO. , NEW SERIES

AN ORDINANCE OF THE CITY OF MORGAN HILL ESTABLISHING CHAPTER 18.78 (STANDARDS FOR PUBLIC ARTS) WITHIN TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING THE REQUIREMENT OF PUBLIC ART IN NEW LAND DEVELOPMENT PROJECTS

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

Section 1. Chapter 18.78 (Standards for Public Arts) of Title 18 (Zoning) is hereby established to read as follows:

18.78.010 – Purpose

The City Council finds and declares:

- A. Public art contributes to the public's understanding, enjoyment and experience of cultural diversity, while helping to create and maintain a large and diverse community that will enrich the City's cultural identity and economic vitality.
- B. The incorporation of public art into private and public development will create a unique sense of community as well as public identity and enhance the visual and aesthetic quality of such developments.
- C. The incorporation of public art in private and public development contributes to civic enhancement through creation of a more desirable community, which is in the public interest for those living and working in the City of Morgan Hill.
- D. The provision of public art supports and implements General Plan policies to support publicly accessible artwork to enhance the social, cultural, historic, and artistic character of the community and ensure high quality architectural and artistic design in all new developments.
- E. Cultural and artistic assets should be included in private development projects because those projects diminish the availability of the community's resources for those cultural and artistic features, and because it is important that those projects contribute to the urbanization of private property in a manner that benefits the public.
- F. Cultural and artistic resources foster economic development and tourism, revitalize urban areas, and create a more desirable community within which to live and work.

18.78.020 – Applicability and Exemptions

- A. **Applicability.** This chapter applies to all new residential building developments of 20 housing units or more; nonresidential development projects of 5,000 square feet or more; and new public buildings and new city parks.

B. The following shall be exempt from the provisions of this Chapter:

1. Building/facility renovations or additions.
2. Public Works Capital Improvement Projects, including but not limited to, building/facility renovations or expansions, streets and roads, medians, trails, bike lanes, landscaping, storm drainage facilities, wastewater facilities, and water facilities.
3. Non-Municipal Governmental projects.
4. Municipal projects when the City Council finds that, based upon the characteristics of the project or the project budget, it is in the best interests of the Morgan Hill community to do so.

18.78.030 – Contribution Requirements.

A. Program Allocation.

1. Commercial, industrial, moderate-income and above moderate-income residential, and municipal development projects subject to the provisions of this Chapter shall expend not less than one percent (1%) of building development construction valuation, to a maximum of one million dollars (\$1,000,000), acquiring and installing on-site artwork.
2. Non-profit organizations and lower-income affordable housing development projects subject to the provisions of this Chapter shall expend not less than one-half percent (0.5%) of building development construction valuation, to a maximum of five hundred thousand dollars (\$500,000), acquiring and installing on-site artwork.

B. In-lieu Payments. In lieu of acquiring and installing on-site artwork as required under Section 18.78.030.A, the applicant, at the applicant's discretion, may pay into the Morgan Hill Public Art Fund a public art in-lieu contribution in an amount equal to one hundred percent (100%) of the program allocation. If an applicant chooses to make the public art in-lieu payment, the applicant must make that choice prior to final approval of the development project application and fully pay the public art in-lieu payment to the City prior to the issuance of the first building permit for the development project for which the contribution is required.

C. If the applicant chooses to acquire and install on-site artwork, and the value of the on-site artwork is less than one hundred percent (100%) of the program allocation, the applicant shall pay into the Morgan Hill Public Art Fund the difference between one hundred percent (100%) of the program allocation and the value of the on-site artwork.

18.78.040 – Public Art Requirements

- A. On-site artwork shall be installed on the development project site in a location that allows the artwork to be visible and accessible by the public, such as the adjacent right-of-way.
- B. On-site artwork shall be permanently sited and an integral part of the landscaping and/or architecture of a building considering the historical, geographical, and social/cultural context of the site or community.

- C. On-site artwork shall be constructed of materials that are appropriate for the proposed location and to a scale that is proportional to the scale of the building or property it relates to or is sited upon.
- D. On-site artwork installations required by Section 18.78.030 may include:
 - 1. Graphic and multi-media: Printmaking, drawing, calligraphy and photography including digital, any combination of forms of electronic media including sound, film, holographic, and video and other art forms but only when on a large public scale;
 - 2. Interactive art pieces;
 - 3. Mixed Media: Any combination of forms or media, including collage;
 - 4. Mosaics;
 - 5. Painting: All media, including but not limited to, murals;
 - 6. Performance spaces, including indoor or outdoor stages and amphitheaters.
 - 7. Public art gardens;
 - 8. Sculpture; such as in the round, bas-relief, mobile, fountain, kinetic, electronic, or other, in any material or combination of materials, including glass and neon;
 - 9. Waterworks; and
 - 10. Any other artwork determined by the City Council to satisfy the intent of this section.
- E. The following facilities and artwork shall not be eligible to satisfy the requirements for on-site artwork:
 - 1. Mass-produced, standard design art objects such as playground equipment, benches or fountains;
 - 2. Decorative or functional architectural elements designed solely by the project architect;
 - 3. Directional elements such as super graphics, signage, or color coding;
 - 4. Logos or corporate identity;
 - 5. Reproduction, by mechanical or other means, of original works of art; and
 - 6. Art that signifies political or religious affiliations.

18.78.050 – Program Administration

- A. Projects subject to the public art requirement shall declare their intention to install public art on-site or to contribute to the in-lieu fund as part of the project design approval process, or the submission of building permits, if no design approval is required for the project. If an applicant chooses to install public art on-site, the applicant shall identify the proposed location(s) of the on-site public art on the submitted plans.
- B. Application Requirements. An application for the installation of on-site artwork shall be submitted to the Development Services Department on forms furnished for that purpose and shall include the following information, as applicable:

1. Landscape and/or site plans indicating the location and orientation of the on-site artwork that integrates the artwork into the overall project design;
 2. A sample, model, photograph(s), or drawing(s) of the proposed on-site artwork;
 3. Material samples and finishes, if appropriate;
 4. The artist's resume and portfolio of past work, which demonstrates competency with the materials and forms proposed for the on-site artwork proposal;
 5. A written statement by the artist describing the on-site artwork, as well as a discussion of the manner in which the proposed on-site artwork meets the findings established by Section 18.78.050.E;
 6. An itemized budget declaring the valuation of the on-site artwork pursuant to Section 18.78.070;
 7. A maintenance plan for the on-site artwork;
 8. Any such additional information or materials as may be required by the Development Services Director; and
 9. Application processing fees.
- C. Art Installations. The Planning Division shall review the location of the proposed art installation as part of the project design approval process, or the submission of building permits, if no design approval is required for the project. The Library, Culture, and Arts Commission shall review the proposed artwork.
- D. City Commissioned Public Art Project Installations. The Library, Culture, and Arts Commission shall review the proposed artwork and provide a recommendation to the City Council. The City Council shall review and act on all City commissioned public art projects.
- E. Findings. In order to approve an on-site artwork application, the Library, Culture, and Arts Commission must make all of the following findings:
1. The artist has demonstrated qualifications to complete the proposed on-site artwork with the highest professional standards.
 2. There is sufficient public visibility and accessibility to the on-site artwork, and the proposed on-site artwork is compatible with and harmonious with the development project and surrounding environment.
 3. The proposed on-site artwork is durable and cost effective to maintain using ordinary methods of maintenance.
 4. The budget for the proposed on-site artwork and any in-lieu fees proposed by the applicant is equivalent to or exceeds the required program allocation.
- F. In-lieu Fee Collection. The City's Engineering Division shall be responsible for collecting the in-lieu fee prior to building permit issuance for nonresidential developments, and prior to certificate of occupancy for residential developments.
- G. Administration. The City's Public Services Department shall be responsible for the

administration of the Public Art Fund.

18.78.060 – Maintenance Obligations

- A. The property owner on which the on-site artwork is located shall maintain, or cause to be maintained, in good condition the on-site artwork continuously after its installation and shall perform necessary maintenance thereto to the satisfaction of the City. The maintenance obligations of the property owner shall be incorporated into the conditions of approval for the on-site artwork and shall be reflected in an agreement between the City and the owner of the property on which the on-site artwork shall be located and the agreement shall be recorded against the property prior to building permit issuance or final map approval, whichever occurs first.
- B. Should the property owner wish to remove the on-site artwork, the City must be notified in advance. The property owner shall replace the on-site artwork with on-site artwork of equal or greater value subject to the approval of the City, and consistent with the California Preservation of Works of Art Act and the Federal Visual Artists' Rights Act and any other relevant law.

18.78.070 – Included and Excluded Expenses

- A. The following expenses may be included in the budget for the program allocation for on-site artwork:
 - 1. The on-site artwork itself, including the artist's fee for design, acquisition, purchase, structural engineering and fabrication;
 - 2. Transportation and installation of the on-site artwork at the development project site;
 - 3. Artwork identification signs; and
 - 4. Mountings, anchorages, containments, pedestals, bases, or materials necessary for installation of the on-site artwork.
- B. The following expenses shall not be included in the budget for the program allocation for on-site artwork:
 - 1. The cost of locating the artist(s);
 - 2. Architect and landscape architect fees;
 - 3. Land costs;
 - 4. Landscaping around the on-site artwork not integral to its design;
 - 5. Publicity, public relations, photographs, or dedication ceremonies;
 - 6. Utility fees associated with activating the artwork; and
 - 7. Illuminating the on-site artwork if not integral to the design.

18.78.080 – Use of In-Lieu Fee Funds

Public Art funds collected pursuant to this Chapter may be used for the following activities:

- A. For the design, acquisition, purchase, commission, installation, placement, improvement, relocation, conservation, and insurance of artwork acquired by the City;

- B. For preventative care, maintenance, and utility charges related to the artwork and real property purchase;
- C. For the acquisition and improvement of real property for the purpose of displaying artwork, which has been or may be subsequently approved by the City;
- D. For costs associated with administering the public art program;
- E. Structures that enable the display of artwork(s); artistic design and fabrication fees; labor of assistants, materials, and contracted services required for the production and installation of the work of art; any required permit or certificate fees, business and legal costs directly related to the project; and
- F. Preparation of site to receive artwork.

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

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

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 20TH DAY OF NOVEMBER, 2024, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE ____ DAY OF _____, 2024, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

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

APPROVED:

ATTEST:

MARK TURNER, Mayor

MICHELLE BIGELOW, City Clerk

CERTIFICATE OF THE CITY CLERK

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

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

DATE: _____

MICHELLE BIGELOW, City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: November 20, 2024

PREPARED BY:

Chris Ghione, Public Services Director

APPROVED BY: City Manager

APPROVE THE RENAMING OF MORGAN HILL DOWNTOWN AMPHITHEATER IN HONOR OF COMMUNITY VOLUNTEER RICH FIRATO

RECOMMENDATION(S)

Approve or do not approve the renaming of the Morgan Hill Downtown Amphitheater to the Rich Firato Downtown Amphitheater.

COUNCIL PRIORITIES, GOALS & STRATEGIES

2024-2025 Strategic Priorities

Community Engagement

REPORT NARRATIVE:

Rich Firato was a dedicated community volunteer and philanthropist who has made innumerable contributions to the Morgan Hill community over the past decades. Rich is most commonly known for supporting the Morgan Hill Chamber of Commerce, including his leadership in developing the Friday Night Music Series, as well as the creation of Morgan's Cove, which opened its doors to support numerous non-profit organizations and schools. A number of community volunteers have requested the renaming of the Morgan Hill Downtown Amphitheater to honor Rich's efforts as a dedicated community volunteer who tirelessly worked to uplift those around him and throughout the community. The letter outlining the request is included as Attachment 2.

City staff have met with the community members leading this effort and developed a recommended approach for the Council should the Council choose to move forward with the renaming request. The plan would include the following with Council approval of this item:

1. In accordance with Council Policy CP-04-02 (Attachment 3), the formal renaming of the "Morgan Hill Rich Firato Downtown Amphitheater" would occur immediately.
2. Approval would be granted to install a sign near the entry to the Amphitheater as identified in Attachment 1.
3. The City staff and the Library, Culture and Arts Commission would work with the community members leading the effort to bring forward a concept for a statue, plaque or other recognition option back to the Council at a future date. This will

come back after costs and fundraising efforts are further underway.

COMMUNITY ENGAGEMENT:

Collaborate

This item has been brought forward by community members as a proposal to the Council.

ALTERNATIVE ACTIONS:

The Council can decide whether or not to move forward with the renaming.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

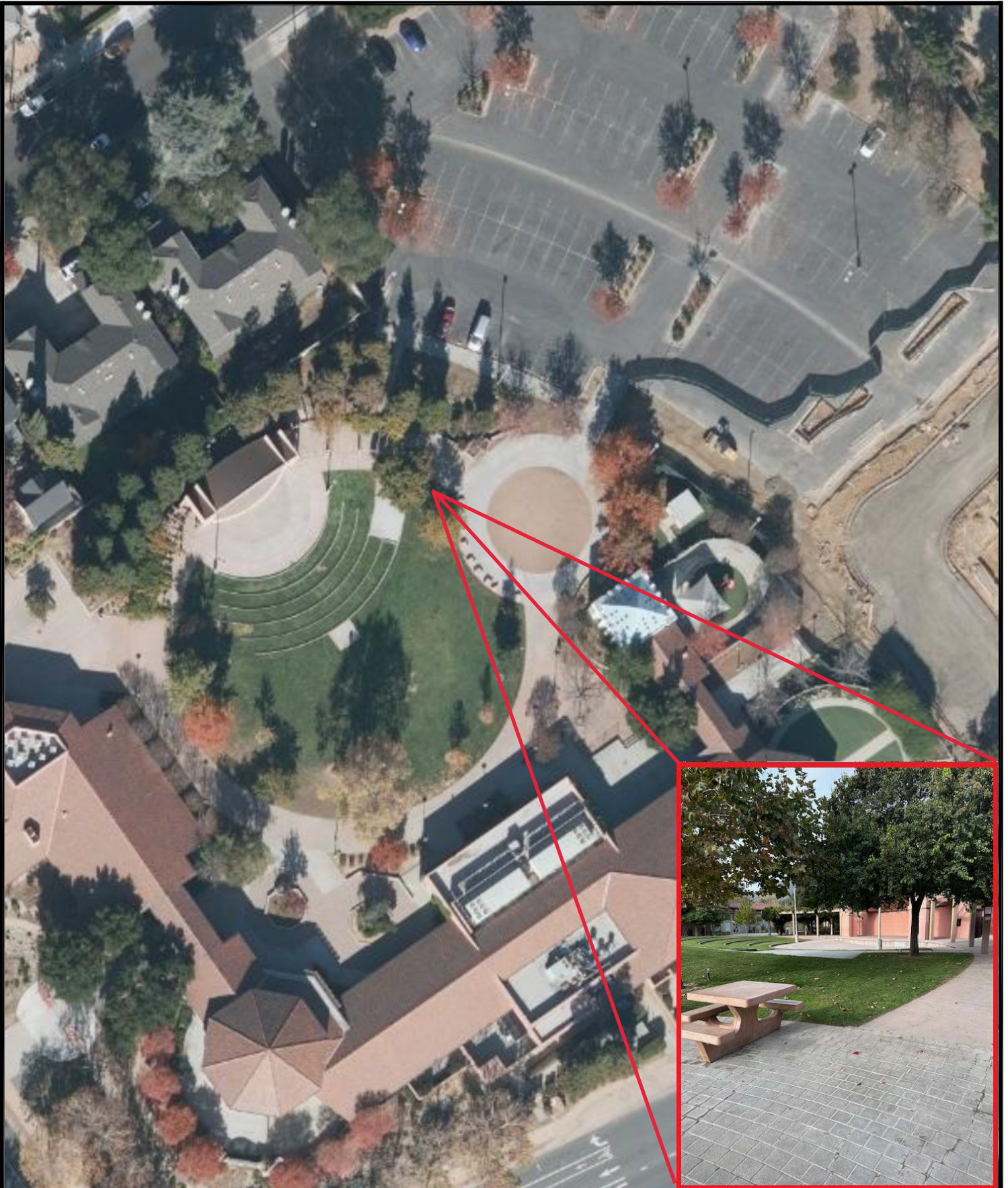
Not applicable.

FISCAL AND RESOURCE IMPACT:

There are no fiscal or resource impacts associated with this action. There is a community effort underway to raise the necessary funds for the building signage.

CEQA (California Environmental Quality Act):

Not a Project. Administrative activities of governments that do not result in direct physical changes in the environment do not qualify as a project for purposes of CEQA.



City of Morgan Hill

Public Services Department



CITY OF MORGAN HILL

LOCATION PLAN

Downtown Amphitheater Naming

Date: 11/6/24

Drwn by: AE

PAGE 1 OF 1

Mayor Turner, City Manager Turner,

As you know our community has been deeply impacted by the loss of our dear friend, colleague, and phenomenal community advocate Rich Firato. In the brief time since his passing, we have witnessed an unparalleled outpouring of love and support saluting Rich's lifelong pursuit to enrich our community, support others of greater need, and to further advance educational awareness of the treasures inherently engrained in the fabric of Morgan Hill .

It is with a sense of community pride that we request the city of Morgan Hill pass a resolution to recognize Rich Firato's unwavering commitment to the City of Morgan Hill, by renaming the "Morgan Hill Downtown Amphitheater" to the "Rich Firato Morgan Hill Downtown Amphitheater" , recognizing Rich's legacy gift of community service and his pivotal role reimagining the powerful connection of music and community.

We also request your guidance and approval to work with the Library, Culture and Arts Commission to erect a Community Funded statue of "The Pirate Rich Firato " placed in the appropriate location around the amphitheater that will serve as a visual reminder of a Rich's indelible footprint of Community Service.

As a dedicated community advocate, Rich tirelessly worked to uplift those around him. Rich was a force multiplier who ignited a flame well beyond our community. Rich understood that true change begins at the grassroots level, and Rich devoted his life to ensuring that every voice was heard, and every story was told.

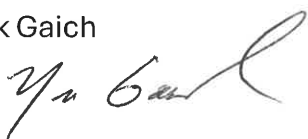
Rich fostered a sense of belonging and empowerment among us all. He believed in the potential of our community, and his tireless efforts created opportunities that transformed lives. Generations will benefit from the seeds he has planted.

We request that an agenda item be placed on the November 6th, 2024 agenda in order to publicly approve the necessary authority to rename the "Morgan Hill Downtown Amphitheater" to the Morgan Hill Downtown Rich Firato Amphitheater" and approve the process for working with the Library, Art and Culture Commission on a "Community Funded" commissioning of a Rich Firato memorial Statue at this location.

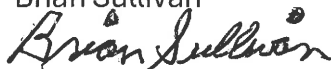
On behalf of the coalition of Morgan Hill resident and community leader signatures below, we can think of no better recognition of support and gratitude to commemorate the life Rich lived, and the countless lives Rich has touched.

Sincerely,

Nick Gaich



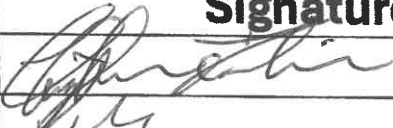
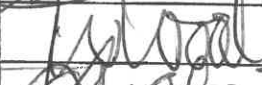
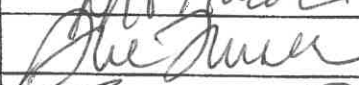
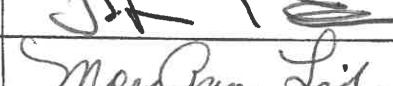
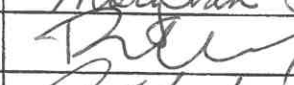
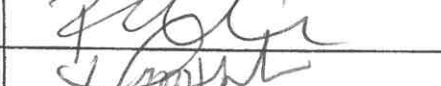
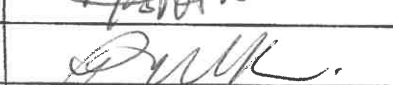
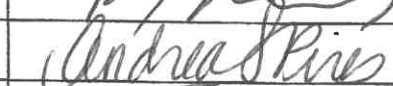
Brian Sullivan



Community Endorsements

Name (print)	Signature
James Lewis	James Lewis
Robert Airololi	Robert Airololi
Mike Burkhardt	Mike Burkhardt
Josh Livingston	Josh Livingston
Dan O'Lea	Dan O'Lea
JAMES GRAY	JAMES GRAY
Kathryn Walker Airololi	Kathryn Walker Airololi
Elsi H. Stoltz	Elsi H. Stoltz
Toni Taurming	Toni Taurming
KRISTA RUPP	KRISTA RUPP
PIER ANTONIUCCI	PIER ANTONIUCCI
Mary Ann Sanidad	Mary Ann Sanidad
Bernie Mulligan	Bernie Mulligan
NUZHAT ALAVI	NUZHAT ALAVI
Anthony Goularte	Anthony Goularte
Dennis Dal Poggetto	Dennis Dal Poggetto
Anna Pelaiz	Anna Pelaiz
Terry Moriyama	Terry Moriyama
Ellie Weston	Ellie Weston
Vickie Hausman	Vickie Hausman
Lori Allen	Lori Allen
Jane Martin	Jane Martin
KEVIN FERNANDES	KEVIN FERNANDES
Brigitte Henday	Brigitte Henday
MIKI RISO	MIKI RISO

Community Endorsements

Name (print)	Signature
CHRISTOPHER FILICE	
Lisa Solins	
Will Rahal	
Judd Wood	
Cheryl Aurabos	
JEFF HENDERSON	
SUE TURNER	
Soraida Tumanaga	
TANAYA ROSE	
Chris Rose	
LAUR COLE	
John Terry	
MARYANN LERVIK	
Ryan Wong	
Patty Wong	
VANESSA BERMUDEZ	
Genela Novak	
Debbie Marshall	
Don Marshall	
Rachel Stites	
David Stites	
LeAnn Pickering	
KEVIN PICKERING	
Andrea Pires	
Craig Bridges	

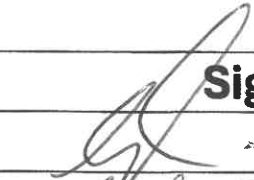
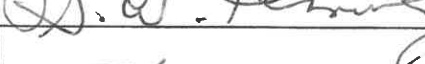
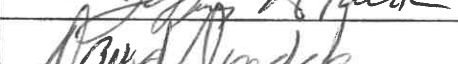
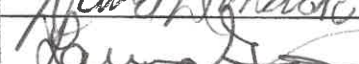
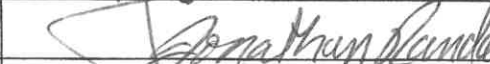
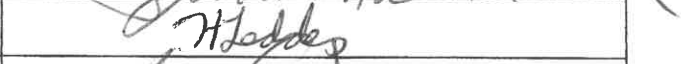
Community Endorsements

Name (print)	Signature
Leticia Puan-Meagor	Leticia Puan-Meagor
Laura Nuno	Laura Nuno
Chris Robell	Chris Robell
Brian Mora	Brian Mora
Theresa (Terri) Davenport	Theresa Davenport
Dawn Hengeler	Dawn Hengeler
Celene Roberts	Celene Roberts
Tracey Werry	Tracey Werry
Melanie Gilmore	Melanie Gilmore
Michelle DeDeaux-Vado	Michelle DeDeaux-Vado
David Domencichini	David Domencichini
Robert A Peabody	Robert A Peabody
Tina Zavallo	Tina Zavallo
James Zavallo	James Zavallo
DONNA CORTEZ	DONNA CORTEZ
John Feuerhelm	John Feuerhelm
Donna Feuerhelm	Donna Feuerhelm
Han Nguyen	Han Nguyen
Cindy Phan	Cindy Phan
Chris Fung Wanish	Chris Fung Wanish
Paul Wanish	Paul Wanish
Chris Klam	Chris Klam
Robert Cerone	Robert Cerone
Nancy Cerone	Nancy Cerone
Belinda Salvadge	Belinda Salvadge

Community Endorsements

Name (print)	Signature
Kathy C Sullivan	Kathy C Sullivan
Robin Shepherd	Robin Shepherd
Margo Hinnerkamp	Margo Hinnerkamp
DANA F. HABERLAND	Dana F. Haberland
Margarita Balagso	Margarita Balagso
Cathy Shastle	Cathy Shastle
MIKE SHASTLE	MIKE SHASTLE
Skyler Subia	Skyler Subia
GINA HOEFT	GINA HOEFT
Jennifer Hollister	Jennifer Hollister
AnnMarie Groen	AnnMarie Groen
Andreas Iversen	Andreas Iversen
Natasha Martin	Natasha Martin
Robert Shastle	Robert Shastle
Dee medlin	Dee medlin
JOHN B GIBSON	JOHN B GIBSON
Philip Bogosian	Philip Bogosian
Laurea Hendy	Laurea Hendy
Pamella Foster	Pamella Foster
LAURA PERRY	LAURA PERRY
RICH KUTCHE	RICH KUTCHE
Jennifer McLain	Jennifer McLain
David Rose	David Rose
CHARLOTTE PETERS	CHARLOTTE PETERS
TED SANCHEZ	TED SANCHEZ

Community Endorsements

Name (print)	Signature
GARTH GIMMOUR	
JOHN KELLEY	
Ken Hulick	
CARL REINHARDT	
Mario Banuelos	
PATRICIA SIBAL	
CHRIS FOSTER	
Madeline Bottari	
Georgina Santos	
Sherry Hemingway	
MIKE WITKOW	
Jeffrey SANTOS	
DAVID DINDAK	
Laura Guido	
WAYNE & ELIZABETH FERRIER	
Ken MEAGOR	
Lenise Chorley	
Jan Crosier	
Jonathan Randall Tech	
Heather Geddes	
Anja Hamilton	
TIM HENDRICK	
JULIE KLEIN	
Roger Malech	
TODD GOMES	

Community Endorsements

Name (print)	Signature
Gabe Reyes Patty Coy Peabody	Gabe Reyes Patty Coy Peabody
Mike Mitchell	Mike Mitchell
Susan Mitchell	Susan Mitchell
Bruce Ziegler	Bruce Ziegler
Kim M. Martin	Kim M. Martin
Jim Thacker	Jim Thacker
Vickie Ziegler	Vickie Ziegler
Tina Leslie	Tina Leslie
David Swanson	David Swanson
Scott Faral	Scott Faral
Gloria G. Avila	Gloria G. Avila
Melba McLaughlin	Melba McLaughlin
Jerry Juarez	Jerry Juarez
Peter Carbaton	Peter Carbaton
Jasmine Rader	Jasmine Rader
Zavina Acevedo	Zavina Acevedo
Joshua Uleroy	Joshua Uleroy
Stella Craig	Stella Craig
JIM DEEMER	JIM DEEMER
Tom Moriyama	Tom Moriyama
Buck Johnson	Buck Johnson
Jeff Smith	Jeff Smith
Vicki Johnson	Vicki Johnson
Desiree Colledge	Desiree Colledge

Community Endorsements

[illegible]

Firato

Community Endorsements

Name (print)	Signature
Laurie Foster	Laurie Foster
Elka Starkovich	Elka Starkovich
Beth Adamas	Beth Adamas
JAN REED	Jan Reed
Karen Perricone	Karen Perricone
Diane Carroll	Diane Carroll
Lisa DeSilva	Lisa DeSilva
ROGER KNOPF	Roger Knopf
JANIE KNOPF	Janie Knopf
CAROL CARR	Carol Carr
Leanne & Tony Stafford	Leanne & Tony Stafford
ROSE BERLIN	Rose Berlin
Arlene Greenberg	Arlene Greenberg
Aileen Crookes	Aileen Crookes
Linda Withrow	Linda Withrow
JOHN C. "DEL" FOSTER	John C. "DEL" Foster
DAVID CONROGAN	David Conrogan
Tom Fry	Tom Fry
David Allen	David Allen
Charles C. Berghoff	CHARLES C. BERGHOFF
JEFF TORKINS	Jeff Torkins
Steve Tate	Steve Tate
David de la Chesne	David de la Chesne
Mary Hiland	Mary Hiland
Guina Varela-Domenichini	Guina Varela-Domenichini

CITY OF MORGAN HILL

CITY COUNCIL POLICIES AND PROCEDURES

CP-04-02

SUBJECT: Naming of City Facilities

DATE: April 7, 2004, Reviewed June 27, 2007,
Revised September 2, 2015

ORIGINATING DEPT: City Manager

BACKGROUND

The City of Morgan Hill has a number of planned new facilities and the City does not currently have a system in place to guide the naming of facilities.

PURPOSE

The primary purpose of this policy is to provide guidance on the naming of facilities.

POLICY

I. Process

The City Council shall be the decision-making body for the naming of parks, buildings, and public facilities.

II. Procedures for Naming New Facilities

In the naming of new parks, buildings, and other facilities, consideration shall primarily be given to:

1. Neighborhood, geographic, or common usage identification;
2. A natural or geological feature;
3. Significant historical events or cultural attributes;
4. A historical figure;
5. An individual (living or deceased) who has made a significant land and/or monetary contribution to the City's public facilities and who has stipulated the name as a condition of the donation;
6. An individual (living or deceased) who has contributed outstanding civic service to the City and who has not served in elected City office for a period of at least one year.

II. Procedures for Naming Existing Facilities

The City does not normally rename existing parks, buildings, and other facilities. In the event that extraordinary circumstances result in the need to rename an existing facility, consideration shall primarily be given to:

1. An individual (living or deceased) who has made a significant land and/or monetary contribution to the City's public facilities and who has stipulated the name as a condition of the donation;
2. An individual (living or deceased) who has contributed outstanding civic service to the City and who has not served in elected City office for a period of at least one year.

This Policy shall remain in effect until modified by the City Council.

APPROVED:



STEVE TATE, Mayor

CITY COUNCIL STAFF REPORT

MEETING DATE: November 20, 2024

PREPARED BY:

Chris Ghione, Public Services Director

APPROVED BY: City Manager

REVIEW AND APPROVE TRANSPORTATION MASTER PLAN

RECOMMENDATION(S)

1. Review and provide comments on Transportation Master Plan; and
2. Approve Transportation Master Plan.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Maintaining and Enhancing Infrastructure

Supporting our Youth, Seniors, and Entire Community

Advocating for Local, Regional, and State Legislative Initiatives

2024-2025 Strategic Priorities

Fiscal Sustainability

Community Engagement

Economic Development and Tourism

Transportation

Healthy Community

Guiding Documents

Bikeways, Trails, and Recreation Master Plan

Climate Action Plan

Morgan Hill 2035 General Plan

Vision Zero

REPORT NARRATIVE:

In June 2023, the City contracted with Hexagon Transportation Consultants for the creation of the City's first comprehensive Transportation Master Plan (Plan). The Plan is intended to provide numerous components, including traffic counts, future traffic modeling, updated speed survey to set speed limits, review of existing transportation infrastructure, specific review and analysis of bike and pedestrian infrastructure, development of transportation priorities for the City, creation of a capital improvement program, and numerous other components. The Draft Plan documents are available for download [here](#):

<https://www.morganhill.ca.gov/2601/TMP-Documents>

In addition to the primary Plan document, there are several appendices. Since the Draft Plan has been available to the Community and City Council since October, changes to the Plan have been included in the Summary Log of Changes included with the Draft Plan documents.

The purpose of this item is to provide the City Council with an opportunity to review the Draft Plan and provide input and direction on the various components of the Plan. City staff recommend focusing on the Draft Plan Document Chapters 5 and 6 as this will be information that has not been previously discussed with the Council. Additionally, the documents in Appendix A provide a complete list of future improvements to roadways and intersections throughout the City. Should the Council wish to consider focusing on new significant areas, they may want to provide feedback on the following:

- Proposed Project Recommendations (Page 94 and Appendix A) - The Draft Plan utilizes the previously reviewed prioritization system to prioritize improvements for roadway segments and intersections. Tier 1 Improvements are included in the Plan document, while Tier 2 Improvements, and Other Improvements are included in Appendix A. The Council may want to identify and provide feedback on improvements missing from the list or improvements that should be categorized as a higher or lower priority.
- Citywide Initiatives (Page 113) - Several citywide initiatives are included within the Plan. The Council should review to provide feedback on the proposed initiatives and/or provide feedback on initiatives that the Council may feel are missing from the list.
- Recommended General Plan Modifications (Page 120) - A next step will be to utilize the Plan in the update to the City's Circulation/Transportation Element of the General Plan. In addition to projects, initiatives and street typology recommendations, some specific recommendations for General Plan Policy changes are recommended.
- Funding and Implementation (Page 121) - The initiatives and projects outlined in the Draft Plan are not attainable given the existing resources for transportation. The Council may wish to discuss the needs and opportunities for future funding.

The Draft Plan is a culmination of a year-long effort to create a comprehensive planning document for the City's transportation system. The Council has previously provided feedback on the development of the Plan at two prior meetings. The Draft Plan identifies numerous projects and initiatives to support improving the City in the primary areas of Safety, Increased Transportation Options, Access to Regional Transit Services and Local Destinations, and Congestion Management.

The Draft Plan is visionary in nature and the City does not have the resources today to implement many of the projects and initiatives outlined without the addition of new resources for programmatic initiatives and capital projects. Future next steps in this

area include:

- Upon approval, beginning an update to the traffic/transportation impact fee to collect fees associated with expansion or new facilities associated with new development.
- Upon approval, beginning to use the project lists to ensure new development is conditioned to complete improvements adjacent to new development (when allowable).
- Utilize the completed Plan to serve as the basis for the Circulation/Transportation Element update of the General Plan.
- Use the Plan to support future grant applications for projects and programs outlined in the Plan.
- Have the plan serve as a guide to the City in the development of future Capital Improvement Program Budget updates.
- Use the Plan to support the City Manager in making recommendations to the City Council on the City's Operating Budget.

COMMUNITY ENGAGEMENT:

Involve

Significant community engagement was conducted and is included in the Draft Plan Chapter 4.

ALTERNATIVE ACTIONS:

The Council may choose not to approve the Draft Plan and provide comments asking staff to return with updates to the Plan at a future date.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council authorized the City Manager to execute an agreement with Hexagon Transportation Consultants on June 7, 2023. The City Council provided initial feedback on the TMP work on November 15, 2023. On May 15, 2024, the City Council reviewed and provided feedback on the Plan's Draft Goals and Priorities and adopted an updated Engineering and Traffic Survey establishing updated speed limits for the City.

The Parks and Recreation Commission discussed and reviewed elements of the plan three times during the planning work, advising on the areas of bicycles and trails. Most recently, the Commission reviewed the Draft Plan on October 30, 2024, and voted 7-0 recommending approval of the Plan by the City Council.

The Planning Commission also met and discussed the planning work three times, most recently on November 12, 2024, where the Commission reviewed the Draft Plan. The Planning Commission voted 6-0 recommending approval of the Plan by the City Council. Additionally, the Planning Commission recommended the following actions:

- Minor changes to specific initiatives and projects. These changes have been made and included in the updated Draft Plan presented to the Council.

- Recommend the City Council and City Manager consider funding a Traffic Engineer Position within the City in future budget cycles to support implementation of the numerous initiatives that the City currently does not have resources to implement.
- Recommend that any intersection operations losses to support pedestrian safety on roadways intended to move traffic should be carefully analyzed. This includes continuing to evaluate the recommended General Plan modification to Policy TR-3.4 as outlined on page 110 of the Draft Plan.

FISCAL AND RESOURCE IMPACT:

There is no direct fiscal impact associated with adopting the Plan. However, the Plan will provide a framework for future decision-making for the Council, including the setting of Traffic Impact Fees, development of the Capital Improvement Program, and the City Manager's recommendations on future operating budgets.

CEQA (California Environmental Quality Act):

Categorical Exemption 15262:

A project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or negative declaration but does require consideration of environmental factors. Significant environmental review will occur with the update to the Circulation Element of the General Plan, for which the Transportation Master Plan will provide the basis for.