



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, December 4, 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. Public comment is limited to three minutes, but the Mayor may adjust time limits for individual or total comments while ensuring all viewpoints are heard, encouraging speakers to avoid repetition, and allowing a designated spokesperson for organized support or opposition to present longer if needed.

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

RECOGNITIONS

Recognizing our Police and Fire Teammates for their Successful Lifesaving Efforts

PRESENTATIONS

YAC Presentation

CITY COUNCIL REPORTS

Council Member Spring

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

OTHER REPORTS

PUBLIC COMMENT

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

ADOPTION OF AGENDA

CONSENT CALENDAR

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

1. **ACCEPT THE ANNUAL SENATE BILL (SB) 165 REPORT FOR COMMUNITY FACILITIES DISTRICT NO. 2014-1 (FISHER CREEK)**

Recommendation:

Accept and file report.

2. **ACCEPT THE CITY'S ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2024**

Recommendation:

Accept the City's Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2024.

3. **ADOPT RESOLUTION APPROVING AND MAKING FINDINGS RELATED TO THE ASSEMBLY BILL (AB) 1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT FOR FISCAL YEAR 2023-24**

Recommendation:

1. Adopt resolution making findings for unexpended development impact fees; and
2. Accept the annual development impact fee report.

4. **ADOPT ORDINANCE NO. 2358, NEW SERIES, APPROVING A ZONING AMENDMENT FOR A PLANNED DEVELOPMENT AND ASSOCIATED MASTER PLAN (ZA2021-0001) FOR A 69.4-ACRE SITE LOCATED AT THE**

NORTHEAST QUADRANT OF HILL ROAD AND BARRETT AVENUE (APN: 817-20-031)

Recommendation:

Waive the reading, adopt Ordinance No. 2358, 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.

5. ADOPT ORDINANCE NO. 2359, NEW SERIES, 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:

Waive the reading, adopt Ordinance No. 2359, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

6. APPROVE ACQUISITION OF SEWER EASEMENT (NGUYEN) APN 841-03-062 FOR THE SEWER RELIEF TRUNK LINE PROJECT

Recommendation:

1. Authorize the City Manager to acquire the sewer easement (3,306 square feet), APN 841-03-062, for \$17,000 plus escrow and closing costs from Hung Nguyen, Hong Le, Van Nguyen, and Long Nguyen for the Sewer Relief Trunk Line Project; and
2. Authorize the City Manager to execute all documents and make minor modifications, with the approval of the City Attorney, as necessary in order to consummate the transaction.

7. APPROVE THE FIRST AMENDMENT TO THE IMPROVEMENT AGREEMENT FOR THE BLUEWAVE EXPRESS CAR WASH PROJECT LOCATED AT 18625 MONTEREY ROAD (APN: 764-10-008)

Recommendation:

1. Approve the First Amendment to the Improvement Agreement for the BlueWave Express Car Wash Project;
2. Authorize the City Manager to execute the First Amendment to the Project's Improvement Agreement with BW Morgan Hill, LLC; and
3. Authorize the recordation of the First Amendment to the Improvement Agreement.

8. APPROVE THE NOVEMBER 20, 2024 CITY COUNCIL MEETING MINUTES

Recommendation:
Approve minutes.

9. **APPROVE CHANGE ORDER WITH LARRY S. KENT, INC. DBA KENT CONSTRUCTION TO INSTALL A HAWK SIGNAL FOR BUTTERFIELD FIRE STATION PROJECT IN THE AMOUNT OF \$322,205**

Recommendation:

1. Approve and authorize the City Manager to execute a Change Order with Larry S. Kent, Inc. DBA Kent Construction in the amount of \$322,205 for a HAWK signal at the Butterfield Fire Station Project; and
2. Approve and authorize the City Manager to add 10% contingency to the HAWK signal project in the amount of \$32,221.

10. **RECEIVE MONTHLY BUDGET UPDATE AND OCTOBER 2024 FINANCIAL AND INVESTMENT REPORTS**

Recommendation:
Accept and file report.

OTHER BUSINESS

11. **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.

ADJOURNMENT

NOTICE

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

PUBLIC COMMENT

Members of the Public are entitled to directly address the City Council concerning any item described in the notice of this meeting during consideration of that item. If you wish to address the Council on any item on this agenda, please complete a speaker request card located in the foyer of the Council Chambers and deliver it to the Minutes Clerk before the City Council discussion on the item. You are not required to give your name on the speaker card to speak to the Council, but it is very helpful. When you are called, proceed to the podium, and the Mayor will recognize you. If 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: December 4, 2024

PREPARED BY:

Dat Nguyen, Finance Director

APPROVED BY: City Manager

ACCEPT THE ANNUAL SENATE BILL (SB) 165 REPORT FOR COMMUNITY FACILITIES DISTRICT NO. 2014-1 (FISHER CREEK)

RECOMMENDATION(S)

Accept and file report.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Preserving and Cultivating Public Trust

2024-2025 Strategic Priorities

Fiscal Sustainability

Community Engagement

REPORT NARRATIVE:

The Local Agency Special Tax and Bond Accountability Act ("The Act") requires that any local special tax or local bond measure subject to voter approval contains a statement indicating the specific purposes of the special tax, requires that the proceeds of the special tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of proceeds.

The Act was enacted by Senate Bill 165 and codified in the California Government Code Sections 53410 through 53412. The City's Community Facilities District (CFD) No. 2014-1 (Fisher Creek) falls within these reporting requirements, and the attached annual report is intended to comply with the regulation.

COMMUNITY ENGAGEMENT:

Inform

This report serves to inform the Community of the required reporting information for the CFD.

ALTERNATIVE ACTIONS:

Not Applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council receives and files the SB 165 Report for CFD No. 2014-1 (Fisher Creek) annually.

FISCAL AND RESOURCE IMPACT:

The preparation of the report is a part of the Finance workplan.

CEQA (California Environmental Quality Act):

Not a Project

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

1. SB 165: LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the “Act”). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 or Section 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Sections 50075.3 of the California Government Code that states:

“The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1.”

The requirements of the Act apply to the Funds for the following:

The City of Morgan Hill
Community Facilities District No. 2014-1 (Fisher Creek)

Purpose of Special Tax

The special tax provides funding for all or a portion of the costs of the maintenance and monitoring required by the San Francisco Bay Regional Water Quality Control Board for the realignment of Fisher Creek. The special tax funds the cost of maintenance, and monitoring of the Fisher Creek Realignment project; pays for administrative expenses; pays for any amounts required to establish or replenish capital improvement funds, repair and contingency funds or reserve funds; and pays for reasonable anticipated delinquent special taxes.

The project(s) are ongoing on an annual basis.

Collections and Expenditures

Fund Name	06/30/2023 Balance	Amount Collected ⁽¹⁾⁽²⁾	Amount Expended	06/30/2024 Balance
Special Tax Fund	\$150,621	\$55,044	\$43,146	\$162,519

(1) Figure represents the total amount levied for Fiscal Year 2023/24, less County Collection Fees of 1.0% of the total levy amount and delinquencies.

(2) Includes interest earned.

CITY COUNCIL STAFF REPORT

MEETING DATE: December 4, 2024

PREPARED BY:

Dat Nguyen, Finance Director

APPROVED BY: City Manager

ACCEPT THE CITY'S ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2024

RECOMMENDATION(S)

Accept the City's Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2024.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Preserving and Cultivating Public Trust

2024-2025 Strategic Priorities

Fiscal Sustainability

Community Engagement

REPORT NARRATIVE:

The [Fiscal Year 2023-24 Annual Comprehensive Financial Report \(ACFR\)](#) is presented for your review. Each year, the City engages an independent firm to audit the books and accounts of the City's general ledger. Included in this audit is the review and verification of all finance processes. An annual audit is required by state law and by bond covenants.

The ACFR presents the operations and financial activity of all the City's various funds, including the General Fund. It includes an unmodified audit opinion from Maze & Associates, the City's external auditors, stating that the financial statements present fairly the results of operations for the year ended June 30, 2024, in conformance with Generally Accepted Accounting Principles (GAAP). An auditor gives an Unmodified Opinion (or clean opinion) when they do not have any significant reservation in respect of matters contained in the Financial Statements.

A summary of significant highlights follows:

General Fund

The unassigned or unrestricted fund balance decreased by about \$1.5 million compared to the prior year, mostly due to the \$1.0 million short-term loan to the Development Services Fund and continued contributions toward the City's general government

services unfunded liabilities, as per the City Council's adopted fiscal policy. These contributions include the public safety equipment replacement fund, street maintenance, pension and OPEB trusts, and park maintenance, which amounted to \$2.0 million. Despite the reduction, the General Fund's unrestricted fund balance ended the year approximately \$1.4 million higher than the projection used by staff as the beginning fund balance for the Adopted Biennial Budget in June 2024.

According to the City Council's adopted fiscal policy, 70% of the \$1.4 million budget savings would be allocated to the City's general government services unfunded liabilities, with the remaining 30% returned to the Unassigned General Fund Reserve. However, since the sales tax revenue for the current year is projected to come in lower than budgeted, staff is deferring the allocation of this year's budget savings. Amendments or adjustments to the adopted fiscal policy will be brought forward for City Council consideration at the City Council Goal Setting Workshop in early February 2025 or during the Mid-Cycle Budget Review in May 2025.

Development Services Fund

At the end of FY 23-24, the fund had a negative balance of about \$1.1 million, a decline of about \$0.7 million from the prior year. The fund was budgeted with a higher revenue amount than the actual received for the year by about \$1.2 million. However, larger budget savings, mainly from conservative spending, partially offset a shortfall in revenue. Nonetheless, the fund has incurred multiple years of operating deficits, which necessitated the comprehensive review of the fee structure to ensure the fund's fiscal sustainability. On October 23, 2024, the City Council adopted an updated fee schedule for land development permits issued by Planning, Building, and Land Development Engineering. These permits are administered through the City's Development Services program.

Enterprise Funds

Unrestricted net position at June 30, 2024, amounted to \$21.1 million for Sewer Operations and \$22.4 million for Water Operations. Water Operations' unrestricted net position increased by \$2.4 million compared to the prior year. The operating revenues increased by about \$1.2 million compared to the prior year, primarily due to increased consumption and rate adjustments. Sewer Operations' unrestricted net position increased by \$2.2 million from the prior fiscal year, with operating revenues increasing by \$0.2 million, primarily due to rate adjustments. The Sewer Impact Fund had \$17.6 million in net position restricted for capital improvements and expansion, a decrease of \$2.7 million from prior year, mainly due to investment in capacity expansion, while the Water Impact Fund had \$3.9 million for the same purpose, an increase of \$0.9 million from the prior year.

COMMUNITY ENGAGEMENT:

Inform

Finance staff presents these audited reports in an effort to keep the City Council,

Community, and various lenders and stakeholders informed on the financial health of the organization, which assists each one of the interested parties in making sound financial decisions.

ALTERNATIVE ACTIONS:

Not Applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The audited comprehensive financial report is presented to Council each year for the prior fiscal year ending June 30.

FISCAL AND RESOURCE IMPACT:

The resources and costs associated with the audit and preparation of the annual comprehensive financial report are budgeted and included in the Finance Division.

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 COUNCIL STAFF REPORT

MEETING DATE: December 4, 2024

PREPARED BY:

Dat Nguyen, Finance Director

APPROVED BY: City Manager

ADOPT RESOLUTION APPROVING AND MAKING FINDINGS RELATED TO THE ASSEMBLY BILL (AB) 1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT FOR FISCAL YEAR 2023-24

RECOMMENDATION(S)

1. Adopt resolution making findings for unexpended development impact fees; and
2. Accept the annual development impact fee report.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Preserving and Cultivating Public Trust

2024-2025 Strategic Priorities

Fiscal Sustainability

Community Engagement

REPORT NARRATIVE:

Government Code Section 66000 et seq. requires that any city imposing development impact fees must report certain information each year. In accordance with this requirement, staff is presenting the Annual Development Impact Fee Report (Attachment 1) for the fiscal year ending June 30, 2024. The report includes a fee description, a schedule of impact fees for the reporting period as approved by City Council, and a report of the 2023-24 revenues and expenditures for each impact fee, along with the balance available for current and future projects. A description of the project that resources were used for is also included for each impact fee.

Section 66001(d) requires that for the fifth fiscal year following the collection of development fees, and every five years thereafter, the local agency shall make findings with respect to any portion of the fee collected remaining unexpended, whether committed or uncommitted. Staff identified \$5,057,611 from the Storm Drain Impact Fee (Fund 303); and \$351,631 from the Public Facilities Impact Fee (Fund 347) in unexpended fees that were collected over five years ago (Attachment 2). These unexpended fees have been or will be appropriated into existing and future capital improvement projects:

1) Storm Drain Impact Fee to fund Storm System Expansions and Llagas Flood Control Project. The Storm System Expansions will expand storm system capacity in alignment with the 2018 Storm Drain System Master Plan and the Llagas Flood Control Project is to address storm water conveyance that drains into the Upper Llagas Creek Flood Protection Project (ULCFPP) and the West Little Llagas watershed. A total of \$5,150,000 from Storm Drain Impact Fees has been allocated to these projects in the adopted Fiscal Year 2024-25 through Fiscal Year 2029-30 Capital Improvement Program (CIP).

2) Public Facilities Impact Fee to fund construction of public facilities such as expansion of the Corporation Yard. Based on the recently completed Maintenance and Operations Space Needs Analysis, the total cost for the expansion of the Corporation Yard is estimated to be about \$43.0 million.

COMMUNITY ENGAGEMENT:

Inform

Finance staff prepares this annual report in an effort to keep City Officials, City Council, Community, and stakeholders informed on the financial status of each impact fee, which assists each one of the interested parties in making sound financial decisions.

ALTERNATIVE ACTIONS:

Not Applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The annual impact fee report is presented to Council each year for the prior fiscal year ending June 30.

FISCAL AND RESOURCE IMPACT:

The preparation of the report is a part of the Finance workplan.

CEQA (California Environmental Quality Act):

Not a Project

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

City of Morgan Hill
AB 1600 Development Impact Fee Report
Fiscal Year 2023-24

Impact Fee Fund Descriptions

Park Impact – This fund receives revenues from developers of properties and the fund may only be used for the design, development, maintenance, and construction of new parks within the City.

Storm Drain – This fund receives revenues from developers of properties to cover the costs of design and construction of new storm drain that benefit new customers residing within the City of Morgan Hill as a result of growth in population.

Traffic Impact – This fund receives revenues from developers when their projects have an adverse impact on traffic flows, etc. The funds collected may be expended on new streets, traffic signals and improvements of existing streets where they are impacted by new development.

Public Safety Facilities Impact – This fee was created as a result of combination of Police and Fire Impact Fees. Revenues are collected from developers to cover the costs required for police and fire capital expansion projects to assist in providing services to new developments.

Public Facilities – Revenues are collected to finance the expansion of public facilities necessary to benefit new customers residing within the City of Morgan Hill as a result of growth in population.

Library Impact – Revenues are collected to finance the provision of future library space and materials necessary to benefit, and necessary to provide library services to, new residents residing in the City of Morgan Hill as a result of population growth.

Community/Recreation Center Impact – Revenues are collected to finance the expansion of existing and construction of new recreation and community center facilities demanded by new development.

Sewer Impact – Revenues are collected to finance the expansion of wastewater facilities necessary to benefit, and necessary to provide wastewater services to new customers residing in the service area within the City of Morgan Hill as a result of growth in population.

Water Capacity (Impact) – Revenues are collected to finance the expansion of water facilities necessary to benefit, and necessary to provide water services to, new customers residing in the service area within the City of Morgan Hill as a result of growth in population.

Housing In-Lieu – Fees are collected pursuant to the Inclusionary Housing Ordinance, whereby housing developers contribute funds to support the City's provision of affordable housing. The fund supports acquisition, construction, development assistance, rehabilitation, financing, rent subsidies, or other efforts that support the administration of such programs.

City of Morgan Hill
Impact Fee Schedule Summary
Fiscal Year 2023-24

Description of Fee	Unit of Measure	Amount (\$)
Park Impact Fee	Single Family Dwelling Unit-Sub	7,384.00
	Single Family Dwelling Unit-No Sub	5,369.00
	Multi Family Dwelling Unit-Sub	7,114.00
	Multi Family Dwelling Unit-No Sub	5,178.00
	Senior/Downtown/Secondary Unit	4,873.00
Storm Drain Impact Fee	Single Family Dwelling Unit	2,468.00
	Multi Family Dwelling Unit (>1200SF)	1,405.00
	Multi Family Dwelling Unit (≤1200SF)	654.00
	Commercial/Office per acre	26,725.00
	Industrial per acre	19,677.00
	Auto Dealership per acre	26,725.00
	Hotel per room	395.00
Traffic Impact Fee	Single Family Dwelling Unit	4,289.00
	Multi Family Dwelling Unit (>1200SF)	2,658.00
	Multi Family Dwelling Unit (≤1200SF)	1,673.00
	Commercial/Industrial/Office per PHT	4,289.00
Public Safety Facilities Impact Fee	Single Family Dwelling Unit	2,468.00
	Multi Family Dwelling Unit (>1200SF)	2,182.00
	Multi Family Dwelling Unit (≤1200SF)	1,634.00
	Commercial per acre	13,791.00
	Industrial per acre	16,553.00
	Office per acre	16,534.00
	Auto Dealership per acre	6,615.00
	Hotel per room	76.00
Public Facilities	Single Family Dwelling Unit	703.00
	Multi Family Dwelling Unit	677.00
	Senior/Downtown/Secondary Unit	464.00
	Commercial per acre	1,548.00
	Office per acre	1,840.00
	Industrial per acre	2,168.00
	Auto Dealership per acre	621.00
	Hotel per room	18.24
Library Impact Fee	Single Family Dwelling Unit	2,712.00
	Multi Family Dwelling Unit	2,612.00
	Senior/Downtown/Secondary Unit	1,788.00
Community Recreation Centers	Single Family Dwelling Unit	5,029.00
	Multi Family Dwelling Unit	4,412.00
	Senior/Downtown/Secondary Unit	3,330.00
Sewer Impact Fee	Single Family Dwelling Unit	19,514.00
	Multi Family Dwelling Unit	16,515.00
	Commercial/Industrial/Office per GPD	64.26
Water Capacity (Impact) Fee	5/8-1 inch meter	11,692.00
	1.5-inch meter	23,385.00
	2-inch meter	37,415.00
	3-inch meter	74,830.00
	4-inch meter	116,923.00
	6-inch meter	233,845.00
	8-inch meter	374,152.00
Housing In-Lieu	For-Sale Projects (per sq feet)	
	Within Downtown	15.44
	Outside of Downtown	23.04
	Rental Projects (per sq feet)	
	Within Downtown	16.96
	Outside of Downtown	33.91

City of Morgan Hill Impact Fees Revenue and Expenditures For Fiscal Year 2023-24

FUND 301 - PARK IMPACT FEE	Project Number	FY 23-24 AB 1600		
<u>Revenue</u>				
Interest		\$ 73,509		
Development Impact Fees		832,396		
Project Reimbursement/Others		331,906		
Total Revenue		<u>\$ 1,237,811</u>		
			% from this	Total Project
<u>Revenue Expended For</u>			Fund	Expenditures
Parks Land	110097	\$ 9,043	100.00%	9,043
El Toro Trail	132008	438	100.00%	438
Madrone Channel	117022	102,340	100.00%	102,340
Butterfield Blvd Connector Path Project	148017	5,288	100.00%	5,288
W. Little Llagas Creek Trail Phase	117001	193,819	100.00%	193,819
Monterey Road Ball Field Park	145023	196,584	100.00%	196,584
Sports Facility Development	148018	17,936	100.00%	17,936
General Plan Update		7,700	7.00%	110,000
RCSD Services - Infrastructure Planning		75,000	29.41%	255,000
Banking Fees and Other		17,031	100.00%	17,031
Administration		31,474	1.94%	1,621,869
Total Expenditures		<u>\$ 656,653</u>		
Revenue Less Expenditures		\$ 581,158		
Balance as of July 1, 2023		<u>1,426,990</u>		
Balance as of June 30, 2024		<u><u>\$ 2,008,148</u></u>		

City of Morgan Hill Impact Fees Revenue and Expenditures For Fiscal Year 2023-24

FUND 303 - STORM DRAIN IMPACT FEE	Project Number	FY 23-24 AB 1600		
Revenue				
Interest		\$ 641,231		
Development Impact Fees		277,618		
Total Revenue		\$ 918,849		
			% from this Fund	Total Project Expenditures
Revenue Expended For				
Storm System Expansion	415020	\$ 2,881,564	100.00%	2,881,564
Llagas Flood Control	417099	200,994	100.00%	200,994
General Plan Update		7,700	7.00%	110,000
RCSD Services - Infrastructure Planning		15,000	5.88%	255,000
Administration		9,666	0.60%	1,621,869
Total Expenditures		\$ 3,114,924		
Revenue Less Expenditures		\$ (2,196,075)		
Balance as of July 1, 2023		11,817,863		
Balance as of June 30, 2024		\$ 9,621,788		

City of Morgan Hill Impact Fees Revenue and Expenditures For Fiscal Year 2023-24

FUND 309 - TRAFFIC IMPACT FEE	Project Number	FY 23-24 AB 1600		
<u>REVENUE</u>				
Interest		\$ 124,491		
Traffic Impact Fees		1,288,526		
Project Reimbursement/Others		5,337		
TOTAL REVENUE		<u>\$ 1,418,354</u>		
<u>Revenue Expended For</u>			% from this Fund	Total Project Expenditures
Hale Avenue Extension	546007	\$ 326,133	100.00%	326,133
Infrastructure Planning	110023	467,259	100.00%	467,259
Traffic Signal & Intersection Improvements	503023	108,366	100.00%	108,366
Dunne Murphy Public Improvements		305,747	100.00%	305,747
General Plan Update		31,900	29.00%	110,000
RCSD Services - Infrastructure Planning		75,000	29.41%	255,000
Administration		23,331	1.44%	1,621,869
Total Expenditures		<u>\$ 1,337,736</u>		
Revenue Less Expenditures		\$ 80,618		
Balance as of July 1, 2023		<u>3,727,580</u>		
Balance as of June 30, 2024		<u><u>\$ 3,808,198</u></u>		

City of Morgan Hill Impact Fees Revenue and Expenditures For Fiscal Year 2023-24

FUND 315 - PUBLIC SAFETY FACILITIES	Project Number	FY 23-24 AB 1600
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REVENUE

Interest	\$ 270,426
Public Safety Facilities Impact Fees	869,170

TOTAL REVENUE	<u>\$ 1,139,596</u>
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Revenue Expended For

			% from this Fund	Total Project Expenditures
New Fire Station	231018	\$ 5,110,740	100.00%	5,110,740
Police Facility Expansion	228020	421,096	100.00%	421,096
Debt Service		205,530	52.62%	390,622
Administration		6,393	0.39%	1,621,869

Total Expenditures	<u>\$ 5,743,759</u>
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Revenue Less Expenditures	<u>\$(4,604,163)</u>
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Balance as of July 1, 2023	<u>3,050,728</u>
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Balance as of June 30, 2024	<u><u>\$(1,553,435)</u></u>
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City of Morgan Hill Impact Fees Revenue and Expenditures For Fiscal Year 2023-24

FUND 347 - PUBLIC FACILITIES IMPACT FEE	Project Number	FY 23-24 AB 1600		
REVENUE				
Interest/Other		\$ 48,265		
Public Facilities Impact Fees		312,475		
TOTAL REVENUE		\$ 360,740		
			% from this Fund	Total Project Expenditures
Revenue Expended For				
Corporation Yard Long Term Plan Study		\$ 102,600	100.00%	102,600
RCSD Services - Infrastructure Planning		25,000	9.80%	255,000
Administration		4,278	0.26%	1,621,869
Total Expenditures		\$ 131,878		
Revenue Less Expenditures		\$ 228,862		
Balance as of July 1, 2023		1,099,809		
Balance as of June 30, 2024		\$ 1,328,671		

City of Morgan Hill Impact Fees Revenue and Expenditures For Fiscal Year 2023-24

FUND 348 - LIBRARY IMPACT FEE	Project Number	FY 23-24 AB 1600		
REVENUE				
Interest		\$ 49,583		
Library Impact Fees		1,018,645		
TOTAL REVENUE		\$ 1,068,228		
Revenue Expended For			% from this Fund	Total Project Expenditures
Civic Center Debt Service		\$ 206,525	71.70%	288,021
Administration		15,824	0.98%	1,621,869
Total Expenditures		\$ 222,349		
Revenue Less Expenditures		\$ 845,879		
Balance as of July 1, 2023		1,408,238		
Balance as of June 30, 2024		\$ 2,254,117		

City of Morgan Hill Impact Fees Revenue and Expenditures For Fiscal Year 2023-24

FUND 360 - COMMUNITY/REC CENTERS IMPACT FEE	Project Number	FY 23-24 AB 1600		
REVENUE				
Interest/Others		\$ 22,415		
Com/Rec Centers Impact Fees		1,524,173		
TOTAL REVENUE		\$ 1,546,588		
			% from this Fund	Total Project Expenditures
Revenue Expended For				
Villa Mira Monte	144017	\$ 113,541	100.00%	113,541
Condit Rd Sports Facility Development	148018	111,766	100.00%	111,766
Administration		15,975	0.98%	1,621,869
Total Expenditures		\$ 241,282		
Revenue Less Expenditures		\$ 1,305,306		
Balance as of July 1, 2023		992,228		
Balance as of June 30, 2024		\$ 2,297,534		

City of Morgan Hill Impact Fees Revenue and Expenditures For Fiscal Year 2023-24

FUND 641 - SEWER IMPACT FEE	Project Number	FY 23-24 AB 1600		
REVENUE				
Interest		\$ 1,178,020		
Sewer Impact Fees		8,268,365		
TOTAL REVENUE		\$ 9,446,385		
			% from this Fund	Total Project Expenditures
Revenue Expended For				
Sewer Plant Expansion	303093	\$ 10,783,473	100.00%	10,783,473
Sewer Plant Improvements	303a11	390,721	100.00%	390,721
Trunk Line - Phase I & II	308a08	118,327	100.00%	118,327
New Sewer Lines	315006	12,155	100.00%	12,155
Rate Studies/Infrastructure Planning	110023	95,593	100.00%	95,593
General Plan Update		7,700	7.00%	110,000
RCSD Services - Infrastructure Planning		25,000	9.80%	255,000
Debt Service		682,453	53.20%	1,282,713
Administration		51,216	3.16%	1,621,869
Total Expenditures		\$ 12,166,638		
Revenue Less Expenditures		\$ (2,720,253)		
Balance as of July 1, 2023		21,350,081		
Balance as of June 30, 2024		\$ 18,629,828		

City of Morgan Hill Impact Fees Revenue and Expenditures For Fiscal Year 2023-24

FUND 651 - WATER IMPACT FEE	Project Number	FY 23-24 AB 1600		
REVENUE				
Interest		\$ 125,937		
Water Impact Fees		1,597,798		
TOTAL REVENUE		\$ 1,723,735		
			% from this Fund	Total Project Expenditures
Revenue Expended For				
Pump Station Capacity	610023	\$ 1,459	100.000%	1,459
Holiday Lake Pump Station	610a18	145,616	100.000%	145,616
Groundwater Wells	WA60001	930	100.000%	930
General Plan Update		7,700	7.000%	110,000
RCSD Services - Infrastructure Planning		25,000	9.80%	255,000
Debt Service		642,709	40.993%	1,567,851
Administration		17,963	1.108%	1,621,869
Total Expenditures		\$ 841,377		
Revenue Less Expenditures		\$ 882,358		
Balance as of July 1, 2023		2,969,960		
Balance as of June 30, 2024		\$ 3,852,318		

City of Morgan Hill Impact Fees Revenue and Expenditures For Fiscal Year 2023-24

FUND 236 - HOUSING IN-LIEU FEE	Project Number	FY 23-24 AB 1600		
REVENUE				
Interest		\$ 208,769		
Housing in-lieu fee		3,058,785		
Project Reimbursement/Others		162,946		
TOTAL REVENUE		\$ 3,430,500		
			% from this	Total Project
Revenue Expended For			Fund	Expenditures
Housing services	\$ 1,197,689		100.00%	1,197,689
General Plan Update	7,700		7.00%	110,000
Administration	85,563		5.28%	1,621,869
Total Expenditures	\$ 1,290,952			
Revenue Less Expenditures	\$ 2,139,548			
Balance as of July 1, 2023		4,965,870		
Balance as of June 30, 2024		\$ 7,105,418		

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL MAKING FINDINGS FOR UNEXPENDED DEVELOPMENT IMPACT FEES IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 66001 AND ACCEPTING THE ANNUAL DEVELOPMENT IMPACT FEE REPORT

WHEREAS, the Mitigation Fee Act, Government Code Section 66000 et seq., authorizes the City of Morgan Hill ("City") to impose, collect, and expend mitigation fees to offset the impacts of development within the City; and;

WHEREAS, among the procedural requirements mandated by the Mitigation Fee Act is a requirement that beginning with the fifth fiscal year following deposit of development fees into a designated account, and each fifth fiscal year thereafter, the City make specified findings regarding any portion of the fees that remain unexpended; and

WHEREAS, a portion of the fees currently deposited in the City's Storm Drain Impact Fee Fund, and Public Facilities Impact Fee Fund were collected over five (5) years ago, and therefore the City wishes to make the findings required by Government Code Section 66001(d); and

WHEREAS, the City also wishes to review and accept reports required by the Mitigation Fee Act under the annual information disclosure requirements of Government Code Section 66006(b), including but not limited to the amount of the fee, the beginning and ending balance of the fee account or fund, and the interest earned thereon.

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

1. The City Council has considered the full record before it, which may include, but is not limited to, the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council finds that the Storm Drain Impact Fee Fund currently contains Five Million Fifty-Seven Thousand and Six Hundred Eleven Dollars (\$5,057,611); and Public Facilities Impact Fee Fund currently contains Three Hundred Fifty-One Thousand and Six Hundred Thirty-One Dollars (\$351,631) in unexpended fees that were collected over five (5) years ago.
3. In accordance with Government Code section 66001(d)(1), the City Council finds as follows:
 - a. The Unexpended Fees will be used to provide for the following projects:

- (A) Storm Drain Impact Fee to fund Storm System Expansions and Llagas Flood Control Project. The Storm System Expansions will expand storm system capacity in alignment with the 2018 Storm Drain System Master Plan and the Llagas Flood Control Project is to address storm water conveyance that drains into the Upper Llagas Creek Flood Protection Project (ULCFPP) and the West Little Llagas watershed. The project would provide flood protection and mitigate the increased risk of flooding when the ULCFPP is completed; and
- (B) Public Facilities Impact Fee to fund the expansion of the Corporation Yard. These projects will address the maintenance and operations space needs as the community grows.

- b. There exists a reasonable relationship between the Unexpended Fees and the purpose for which they were charged as described above.
- c. The current estimated costs that have been appropriated or will be appropriated for the Storm System Expansions and Llagas Flood Control Project are approximately Five Million One Hundred Fifty Thousand Dollars (\$5,150,000); and costs for the expansion of the Corporation Yard are estimated to be about Forty-Three Million Dollars (\$43,000,000). The City's funding sources will include the Unexpended Fees described above and future impact fees to be collected for these projects.
- d. The Unexpended Fees have been deposited in the respective Impact Fee Funds, which are the appropriate funds to finance the projects described above.

4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 4th day of December 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 December 4, 2024

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

DATE: _____

MICHELLE BIGELOW, City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: December 4, 2024

PREPARED BY:

Kim Mancera, Deputy City Clerk

APPROVED BY: City Manager

ADOPT ORDINANCE NO. 2358, NEW SERIES, APPROVING A ZONING AMENDMENT FOR A PLANNED DEVELOPMENT AND ASSOCIATED MASTER PLAN (ZA2021-0001) FOR A 69.4-ACRE SITE LOCATED AT THE NORTHEAST QUADRANT OF HILL ROAD AND BARRETT AVENUE (APN: 817-20-031)

RECOMMENDATION(S)

Waive the reading, adopt Ordinance No. 2358, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

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:

On November 20, 2024, the City Council introduced Ordinance No. 2358, New Series, by the following roll call votes: AYES: Borgioli, Turner, Librers, Martinez Beltran; NOES: Spring; ABSTAIN: None; ABSENT: None;

This is for a zoning amendment to create a Planned Development with master plan and standards for a new residential project containing 320 new residential units on an approximately 69-acre site located on the northeast quadrant of Hill Road and Barrett Avenue. At the time of introduction, the City Council amended the proposed ordinance to include the provision of 55 "affordable by design" units as a substantial public benefit in support of the Planned Development. That change is included in the attached ordinance. The Council also requested that the developer consider additional measures to reduce the vehicle miles traveled associated with the project, including potential bike-sharing, e-bikes, and bike storage.

COMMUNITY ENGAGEMENT:

Inform:

Planned Development Application:

For the City Council hearing on November 20, 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 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.

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.

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.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- Preliminary Application was 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 masterplan by 6-ayes, 0-noes, 0-abstain, 1-absent.
- Environmental Impact Report was heard at the November 20, 2024, City Council hearing, where the Council approved the Resolution for the EIR by 3-ayes, 2-noes, 0-absent.
- Planned Development with associated masterplan was heard at the November 20, 2024, City Council hearing where the Council waived the first and second reading for the Planned Development Ordinance and adopted the Ordinance by 4-ayes, 1-noes, 0-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.

ORDINANCE NO. 2358, 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 20th DAY OF NOVEMBER 2024, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 4TH DAY OF DECEMBER 2024 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. 2358, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the 4th day of December, 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.

- c. Affordable Units by Design: New development at this location is required to incorporate and build at least 55 units under 1,650 square feet in size to be considered affordable by design. This requirement is separate from the Inclusionary Housing Ordinance requirement and cannot be counted toward units provided in Section 3. of this Planned Development.

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 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 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

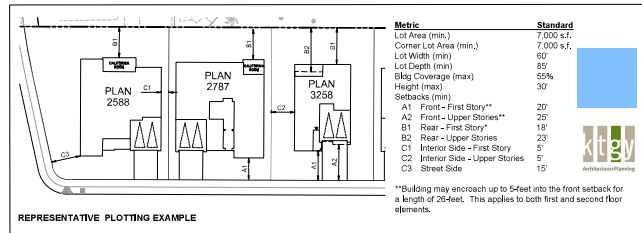
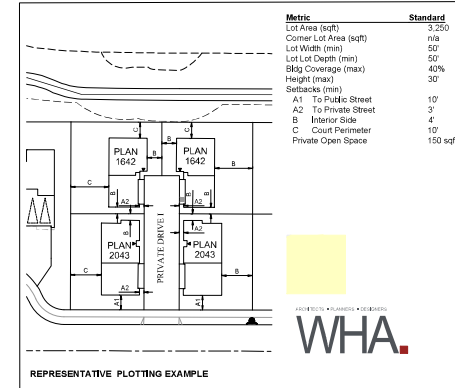
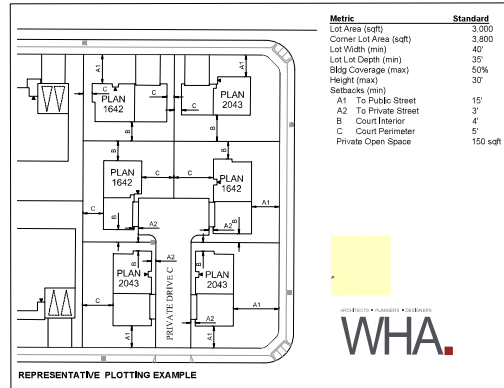
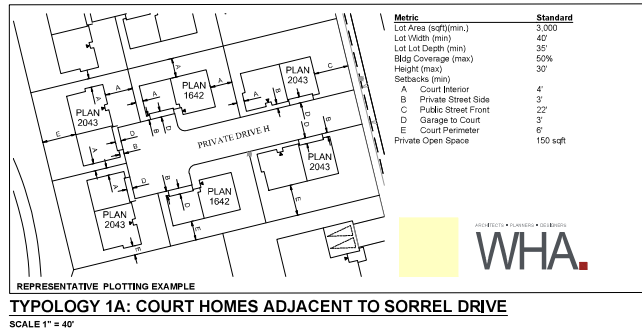
- to the commencement of soil disturbing activities. A NOI Receipt Letter assigning a Waste Discharger Identification number to the construction site will be issued after the SWRCB receives a complete NOI package (original signed NOI application, vicinity map, and permit fee); copies of the NOI Receipt 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

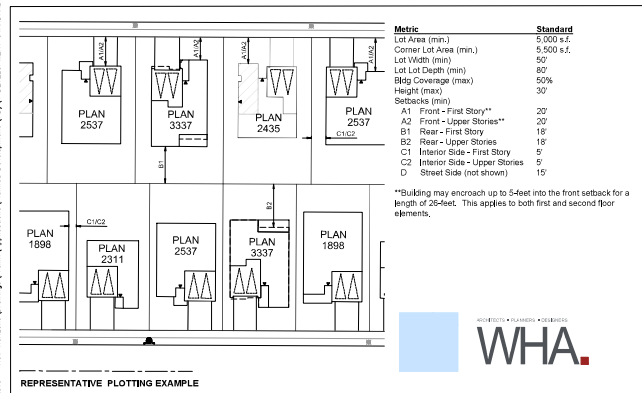
determined that there is no available capacity in the existing sewer line(s), the City will determine the required mitigations(s) at Design Review stage.

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.



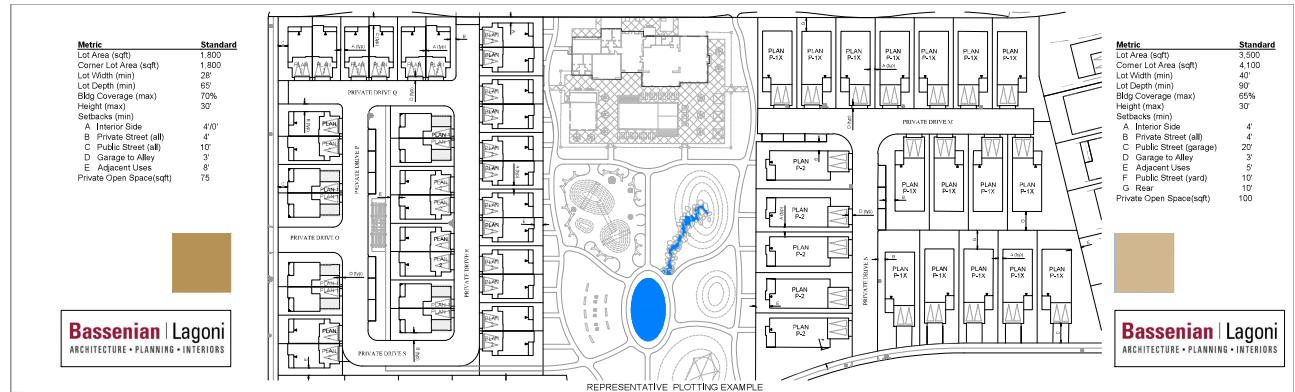
TYPOLOGY 2: LARGE LOT SINGLE FAMILY LOTS

SCALE 1" = 40'



TYPOLOGY 2: 5,000 SQFT AND 6,000 SQFT TRADITIONAL SINGLE FAMILY LOTS

SCALE 1" = 40'

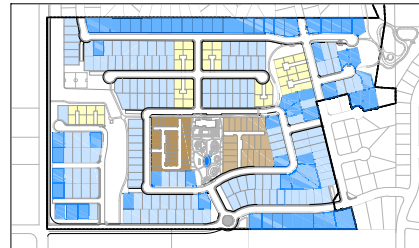


TYPOLOGY 4: SENIOR DUETS

SCALE 1" = 40'

TYPOLOGY 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

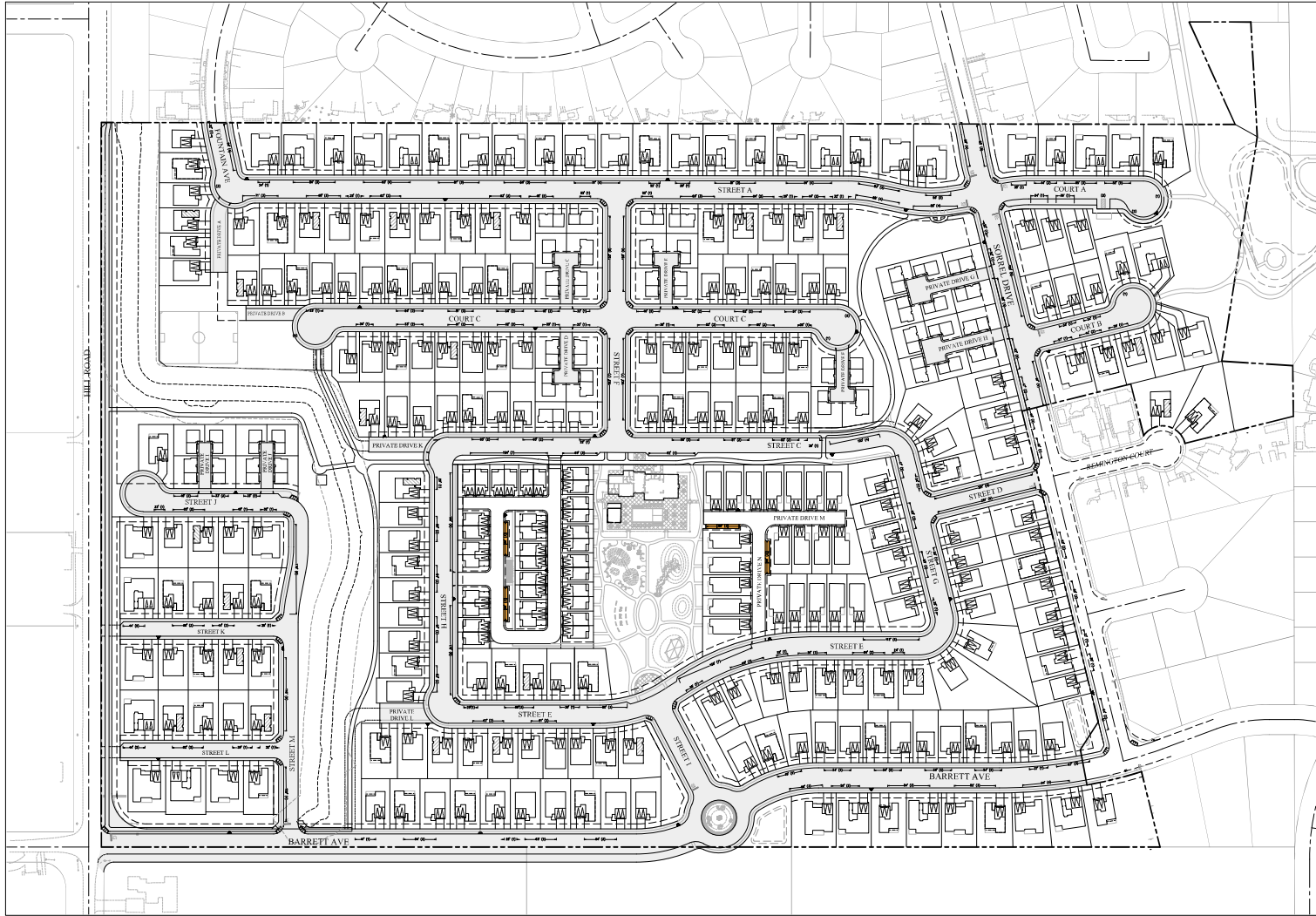
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

PD-04

ZA2021-0001



LEGEND AND NOTES

PARKING REQUIRED (MPMC 18.72):

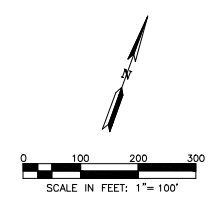
	YIELD	COUNT
1. SINGLE FAMILY	265	
2 COVERED SPACES/UNIT		530
0.25 GUEST SPACES/UNIT		67
		597
2. SINGLE FAMILY - SENIOR	55	
2 COVERED SPACES FOR 50% OF UNITS		55
1 COVERED SPACES FOR 50% OF UNITS		28
0.25 GUEST SPACES/UNIT		14
		97
	320	

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

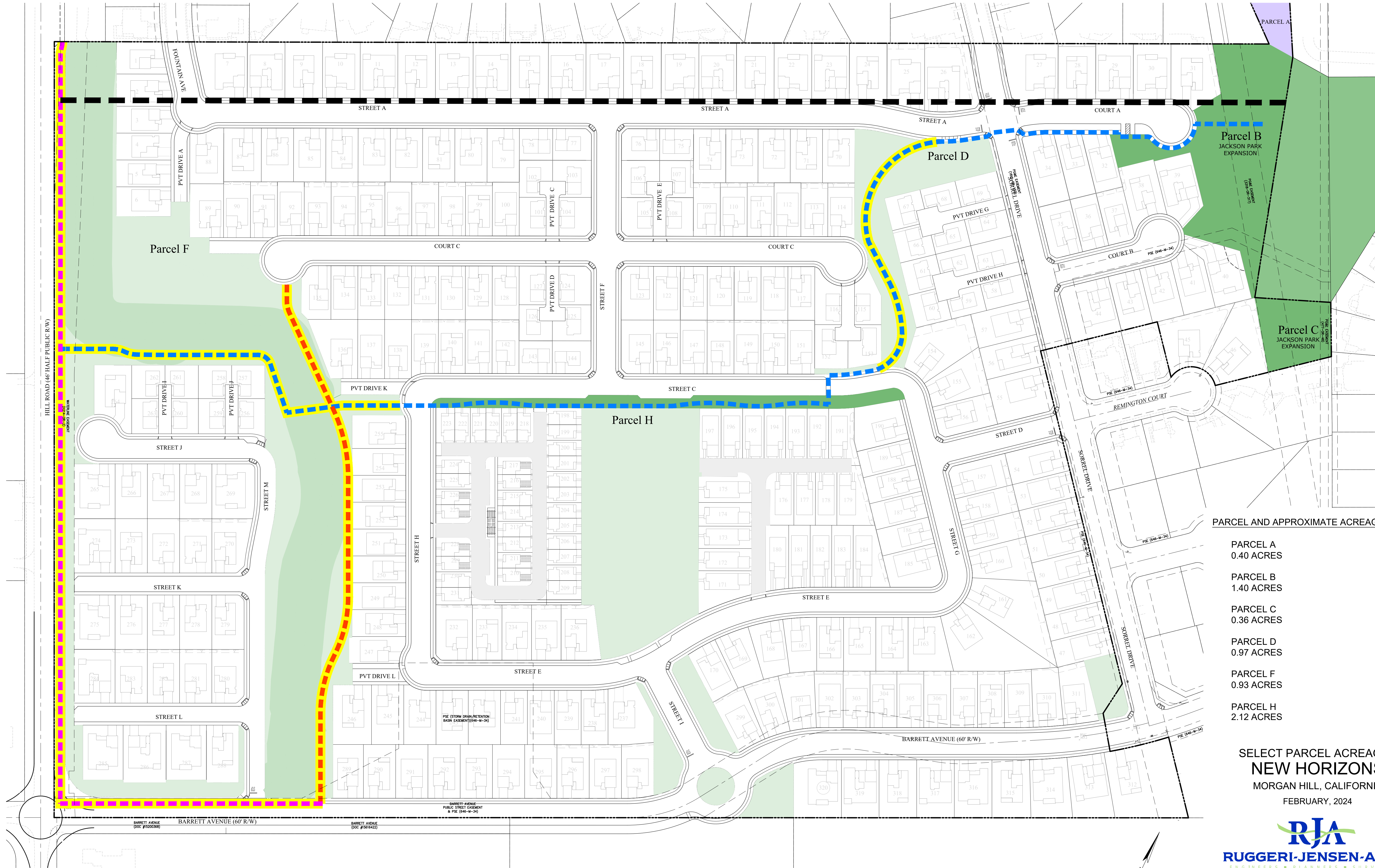
PARKING EXHIBIT



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

PD-05
ZA2021-0001

W:\J08 202013 - NEW HORIZONS\DRAWINGS\PRELIM\APPLICATIONS\PLANNED DEVELOPMENT (PD)\5 PARKING EXHIBIT.DWG
4/21/2021 8:44 AM



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) 421-6295	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)

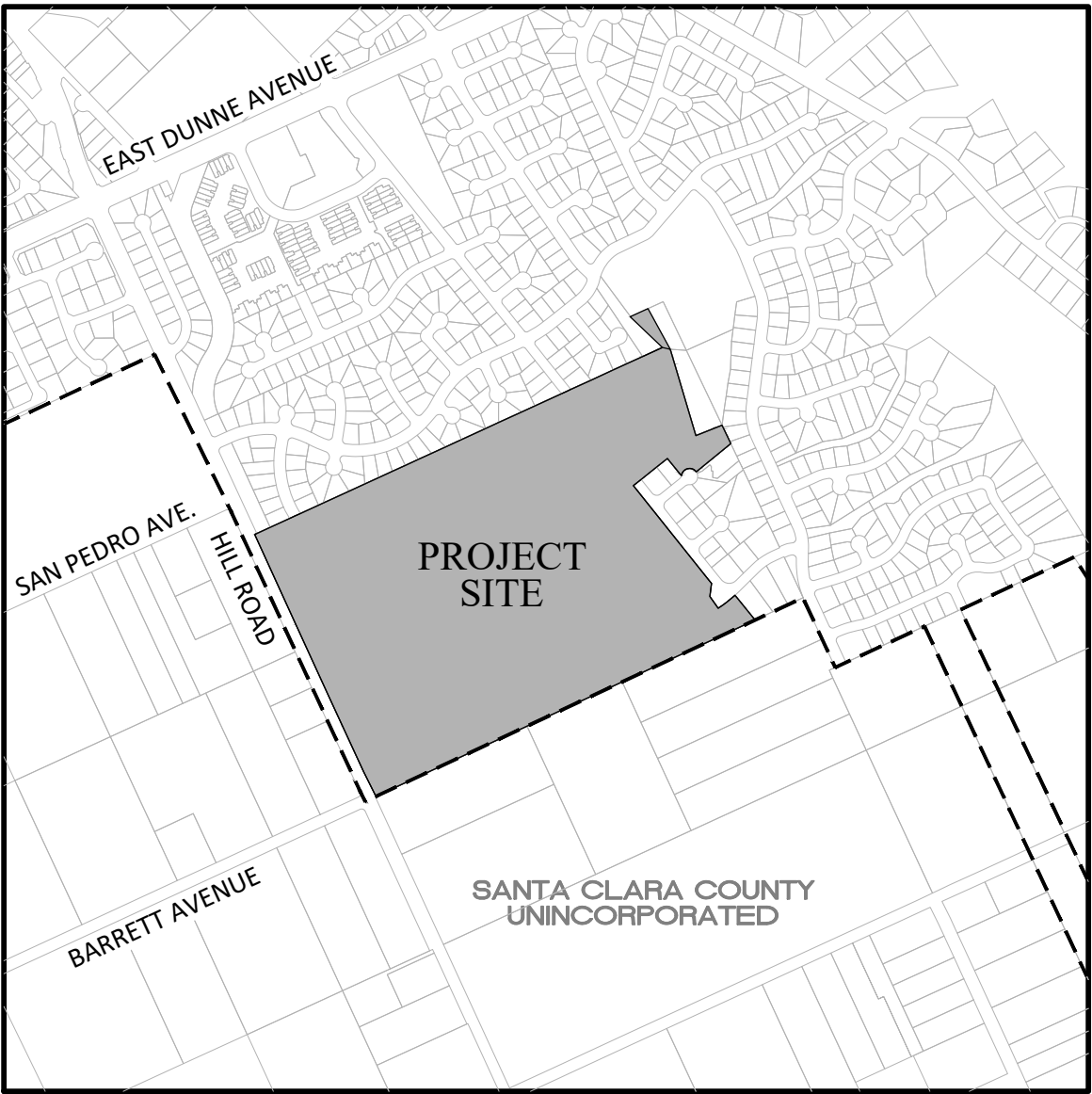
PROJECT DATA

- 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



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



PLOT DATE: March 23, 2023
FILE PATH: W:\Jobs\2020\202013 - New Horizons\Drawings\Prelim\Applications\Planned Development (PD)\3 LAND USE SITE PLAN-PD.dwg
DRAWN BY: TRAINER
CHECKED BY: ZOE BARRETT

- Notes
- Parcel configuration and street sections are preliminary and subject to refinement.

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) 33 DT
(Moderate, 110% AMI)

Courtyard Homes (Ownership) 6 CH
(Moderate, 110% AMI)

The balance of the requirement, nine homes, will be satisfied by in-lieu fees.

Housing Opportunities Summary

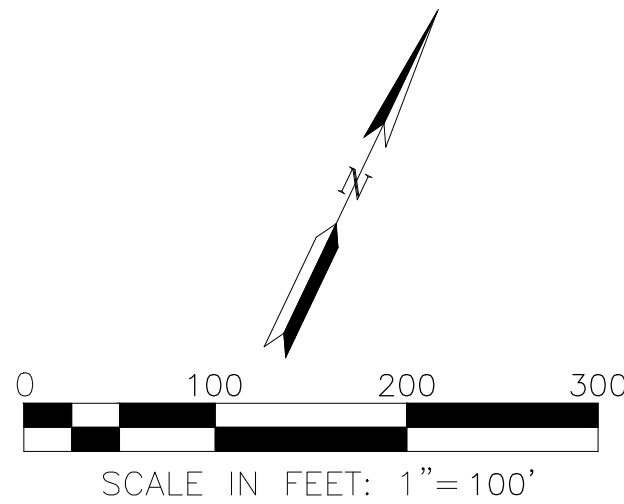
Single Story Homes (60) SS

Single Family Homes with Junior ADU (23) JADU

Accessory Dwelling Unit (attached) ADU

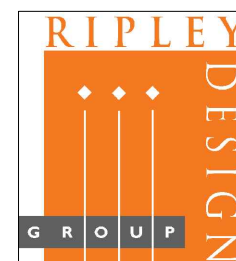
Legend and Notes

- Tree to remain
- Tree to be removed
- Public trail alignment



NEW HORIZONS AT MORGAN HILL

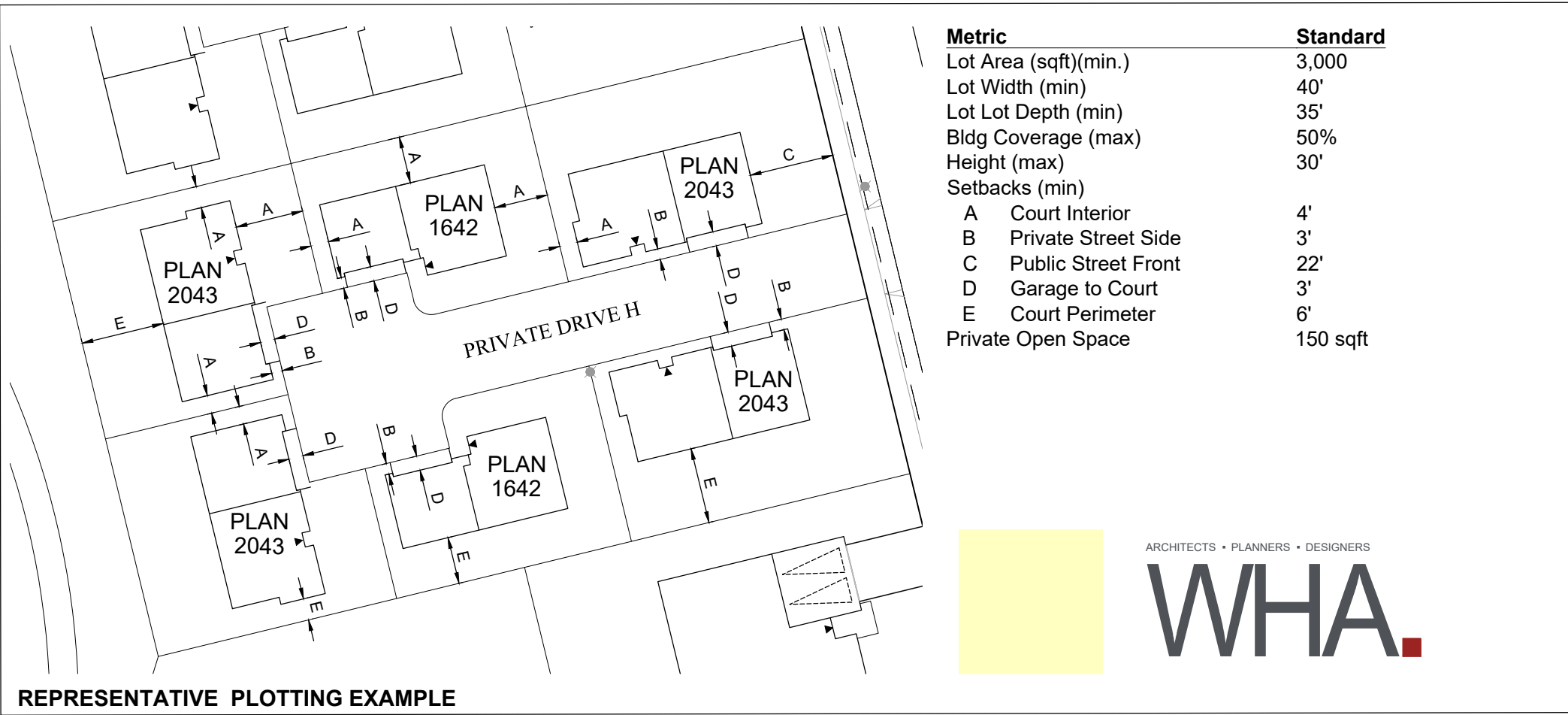
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

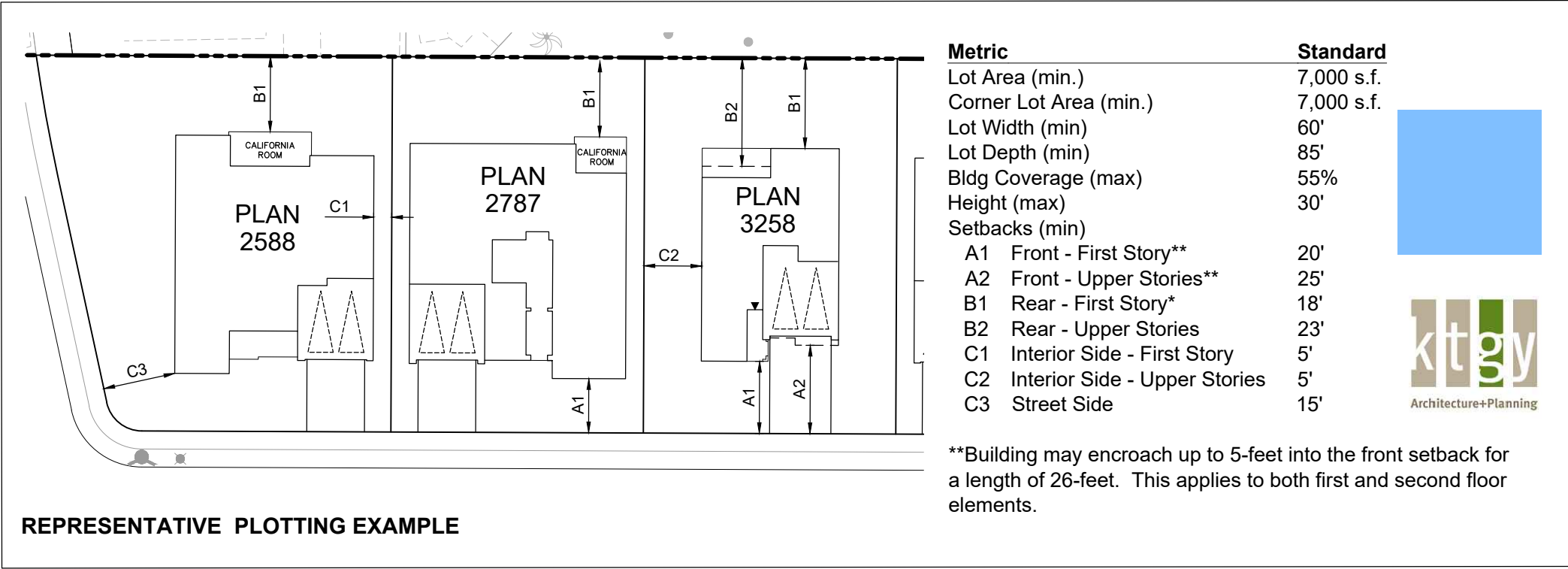
PD-03
ZA2021-0001

PLOT DATE: March 21, 2023
 FILE PATH: W:\Users\20\202013 - New Horizons\Drawings\Prim\Applications\Planned Development (PD)\4 DEVELOPMENT STANDARDS-PD.dwg



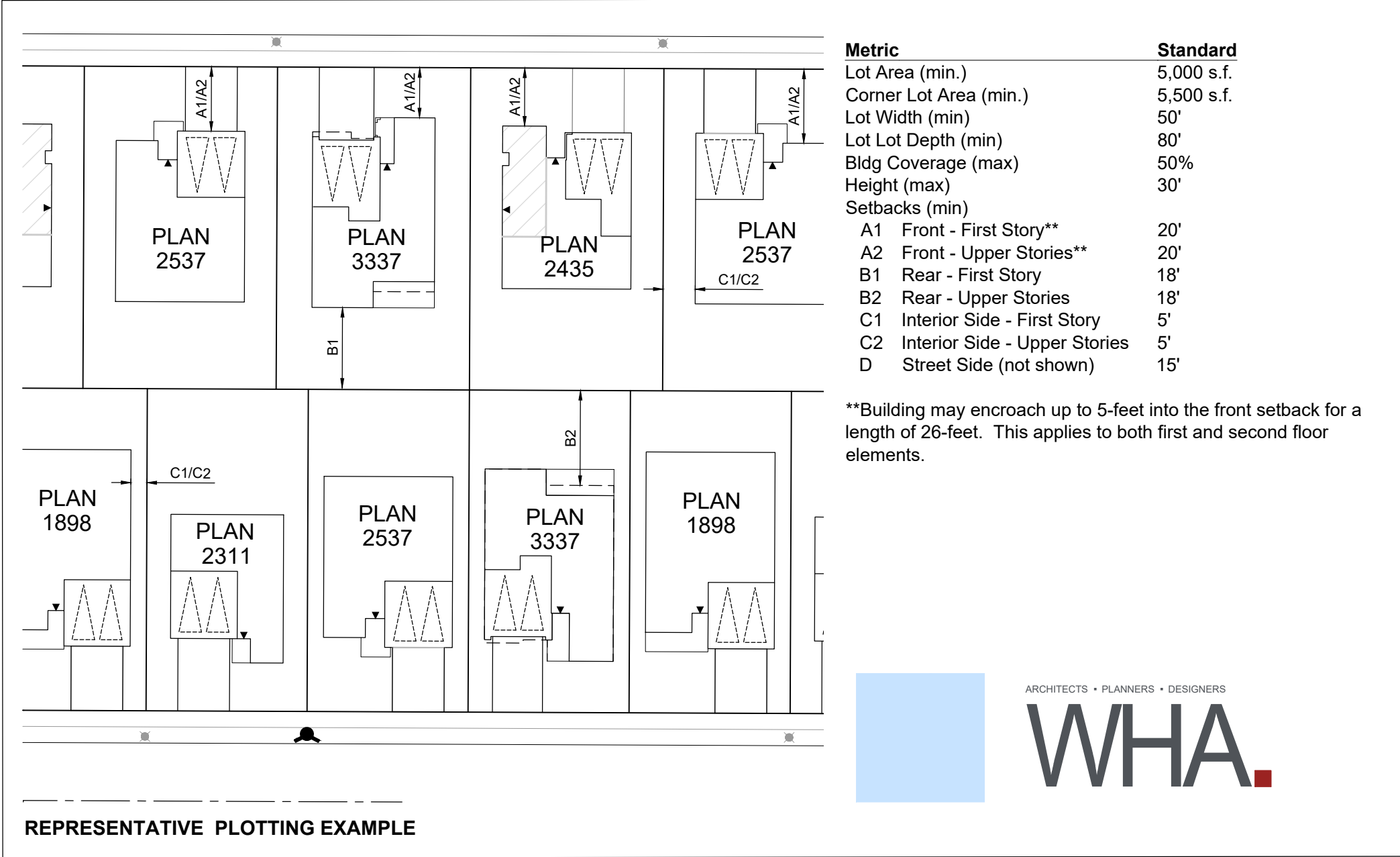
TYPELOGY 1A: COURT HOMES ADJACENT TO SORREL DRIVE

SCALE 1" = 40'



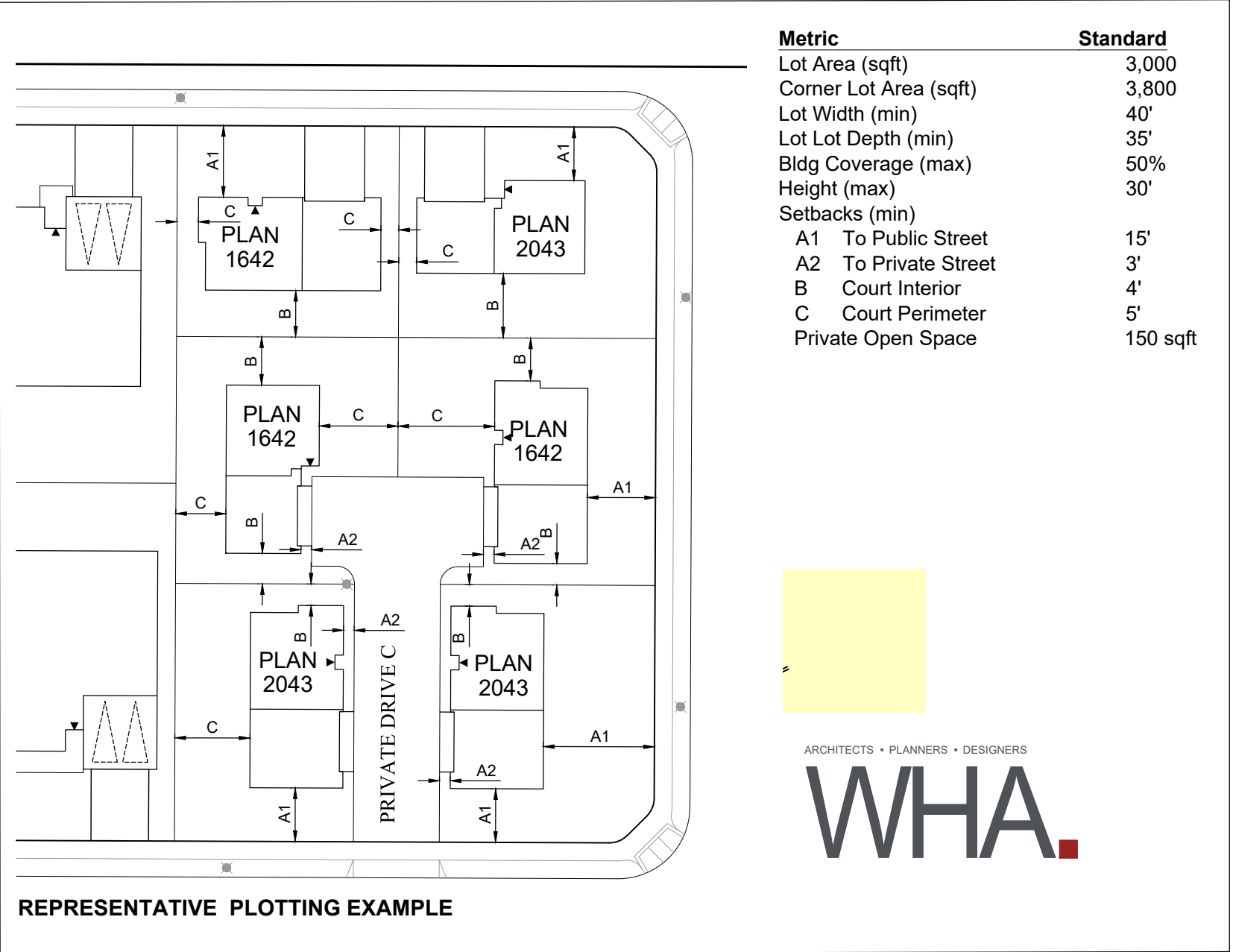
TYPELOGY 2: LARGE LOT SINGLE FAMILY LOTS

SCALE 1" = 40'



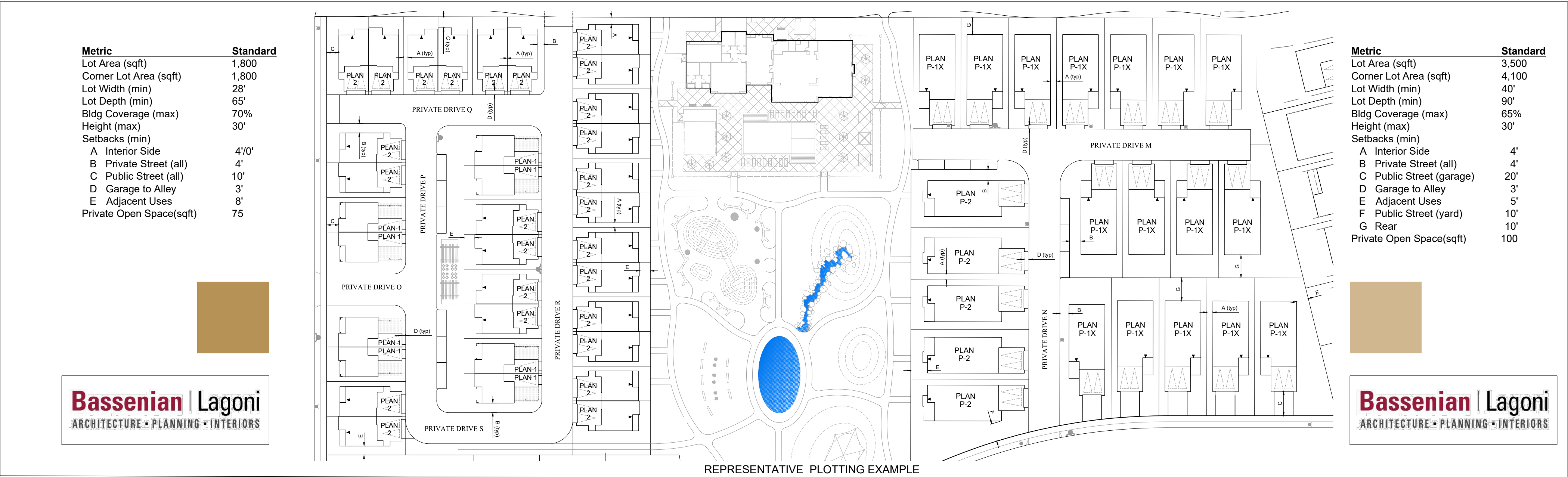
TYPELOGY 2: 5,000 SQFT AND 6,000 SQFT TRADITIONAL SINGLE FAMILY LOTS

SCALE 1" = 40'



TYPELOGY 1B: COURT HOMES AT ENDS OF BLOCKS

SCALE 1" = 40'

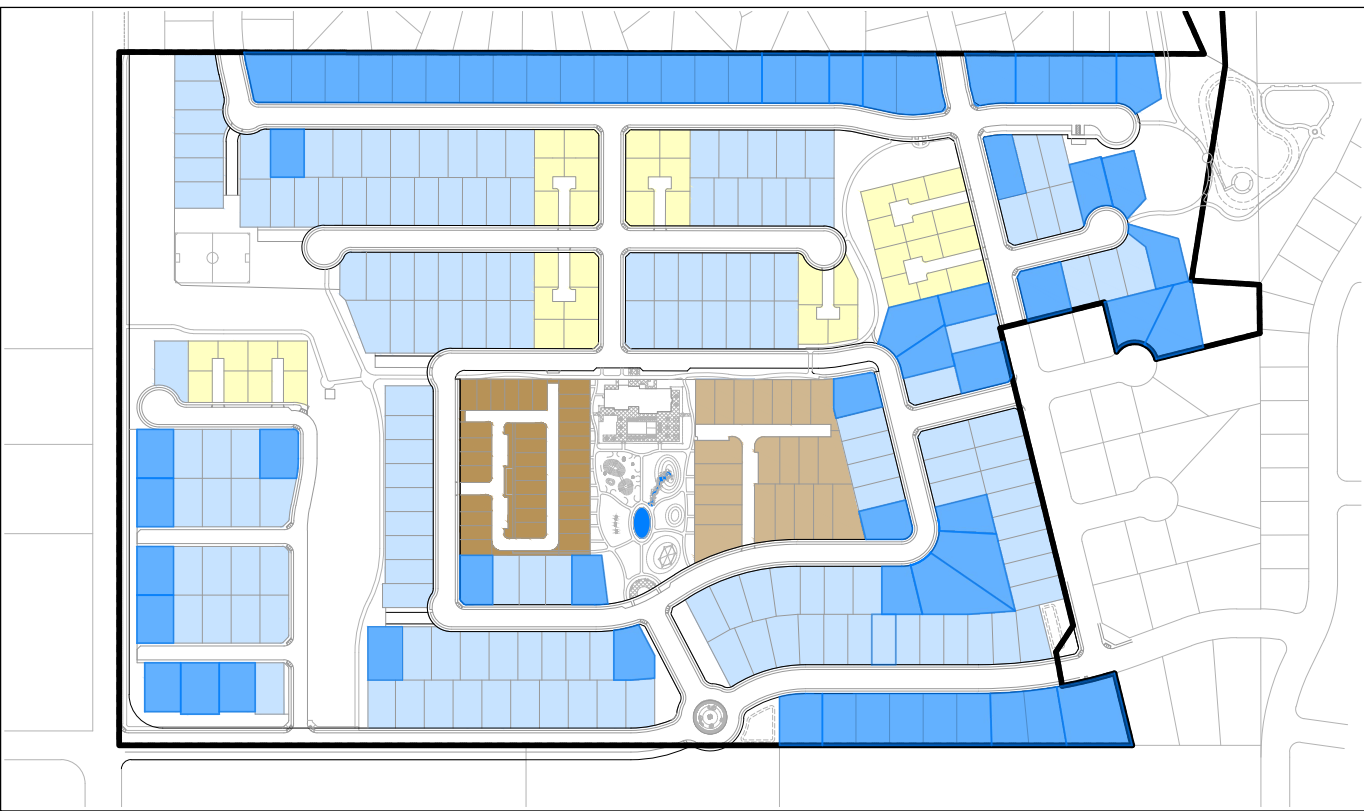


TYPELOGY 3: COTTAGE LOTS

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



LEGEND AND NOTES

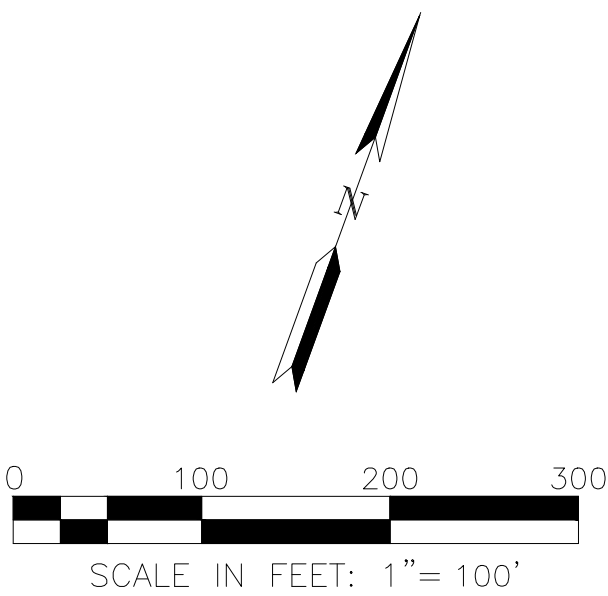
PARKING REQUIRED (MHMC 18.72):		YIELD	COUNT
1. SINGLE FAMILY		265	
2 COVERED SPACES/UNIT			530
0.25 GUEST SPACES/UNIT			67
			597
2. SINGLE FAMILY - SENIOR		55	
2 COVERED SPACES FOR 50% OF UNITS			55
1 COVERED SPACED FOR 50% OF UNITS			28
0.25 GUEST SPACES/UNIT			14
			97

	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

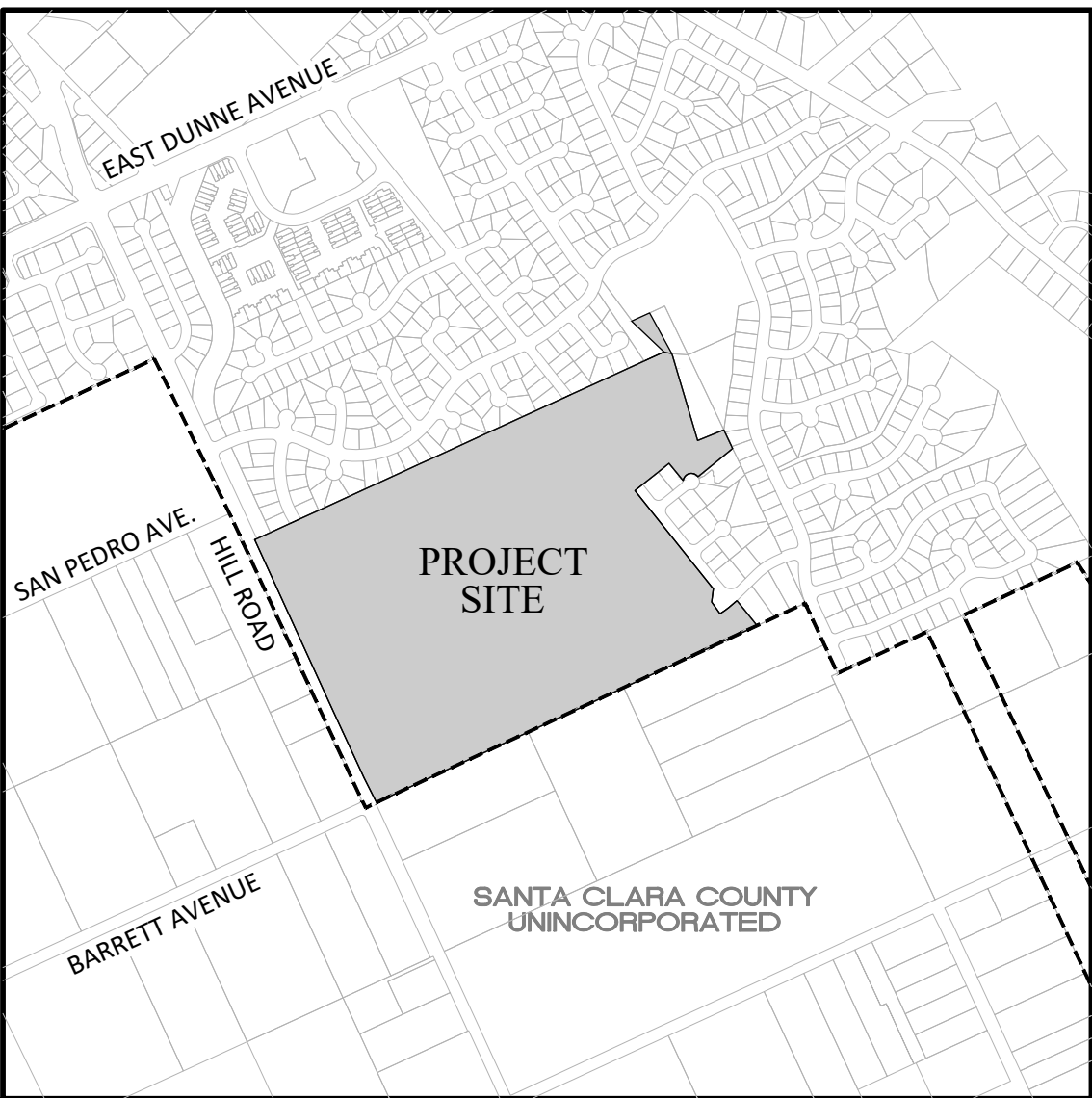


NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN
PD-05
ZA2021-0001

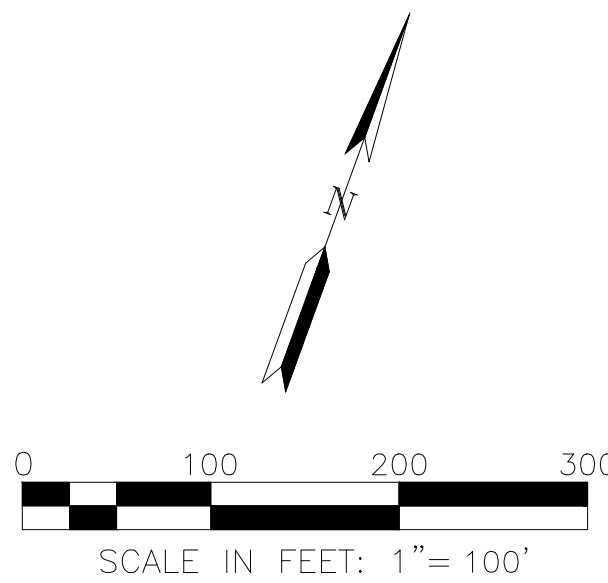
W:\JOBS 20\202013 - NEW HORIZONS\DRAWINGS\PRELIM APPLICATIONS\PLANNED DEVELOPMENT (PD)\6 PRELIMINARY STAGING PLAN-PD.DWG
4/20/2021 3:20 PM



VICINITY MAP

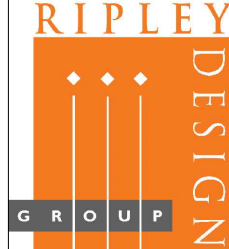
LEGEND AND NOTES

- 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

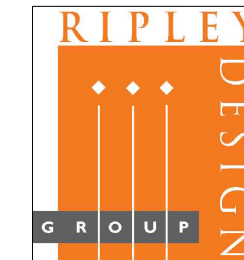
PLOT DATE: March 23, 2023
FILE PATH: W:\Jobs 20\202013 - New Horizons\Drawings\Prelim\Applications\Planned Development (PD)\7 SITE PLAN-SENIORS.dwg

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

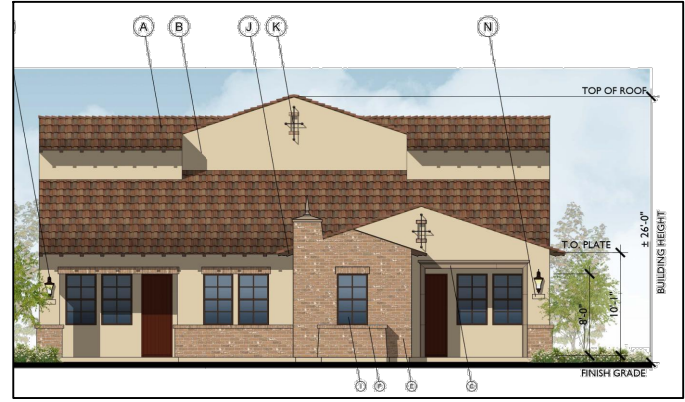
PD-07

ZA2021-0001

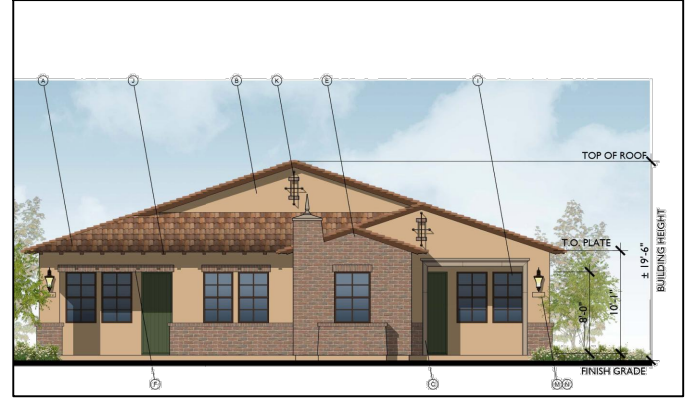
TRAIL ACTIVATION
ENTRIES AND PORCHES
FRONT PUBLIC TRAIL

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

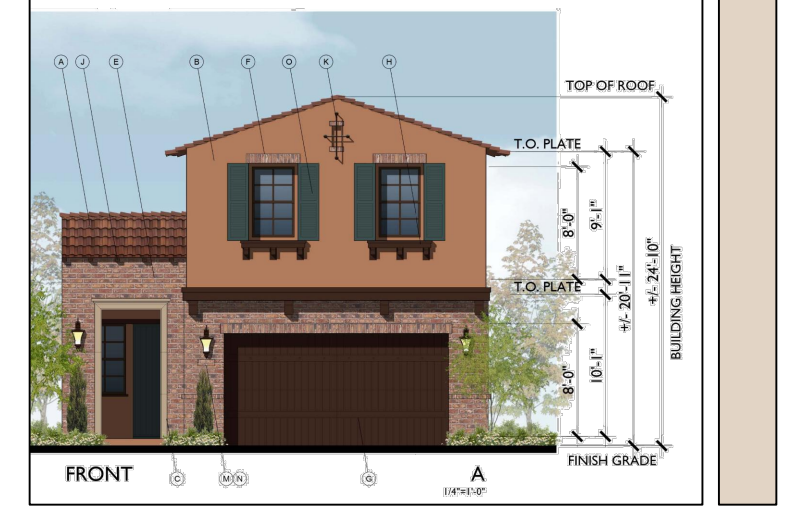
33 - AGE-RESTRICTED HOMES
AVAILABLE AT MODERATE
INCOME LEVEL (110% OF AMI)

CURB-SIDE TEMPORARY PARKING
FOR DELIVERY SERVICES

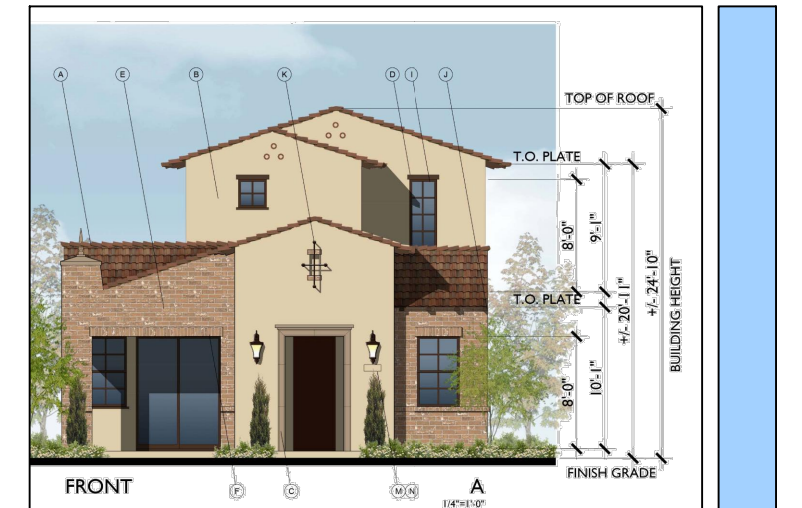
DIRECT ACCESS TO PUBLIC
TRAIL AND HILL ROAD

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

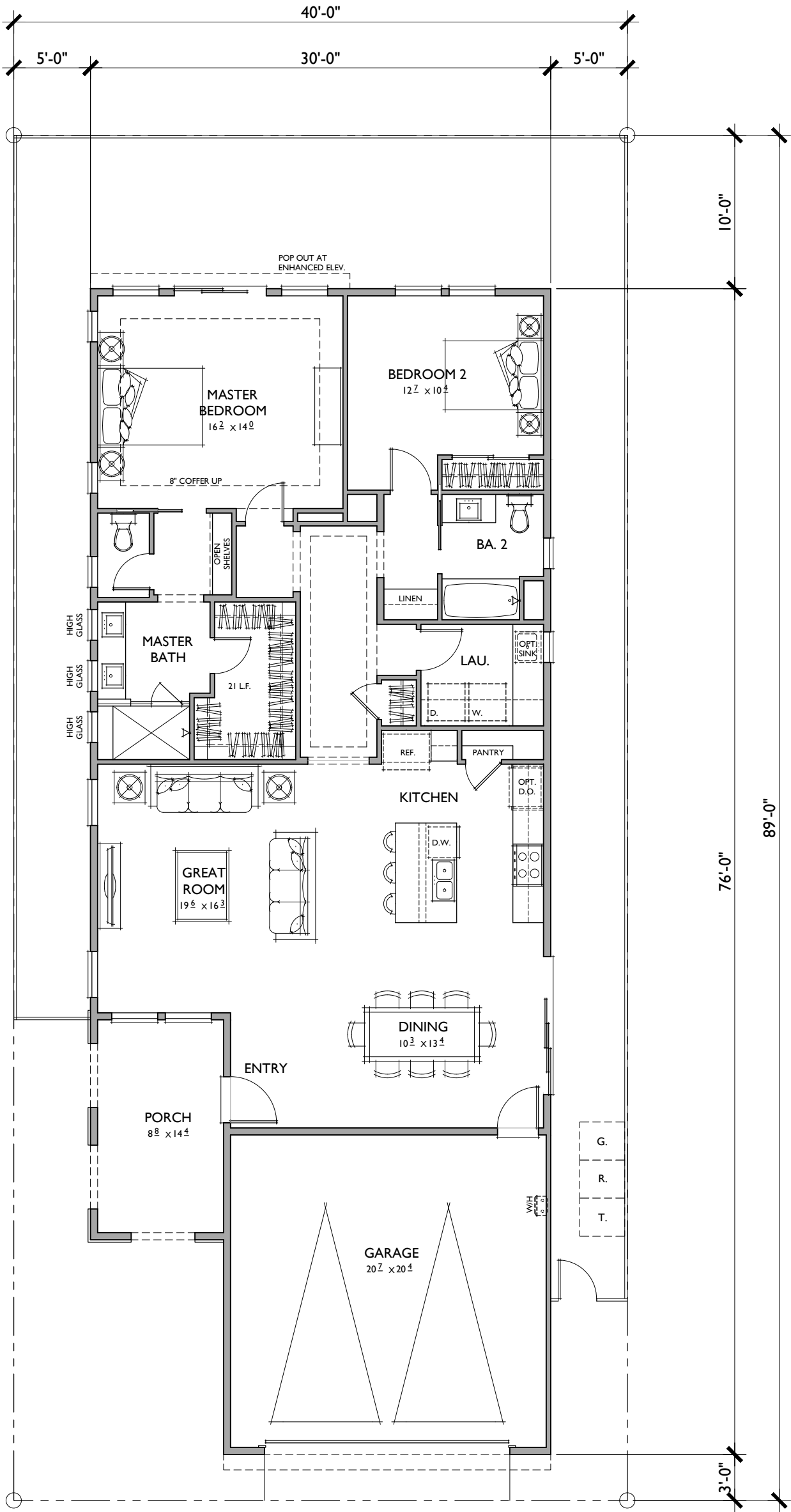
NEW HORIZONS AT MORGAN HILL

BY D.R. HORTON

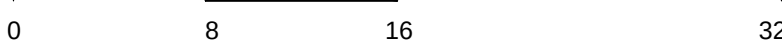


JOB NO. 233-034
DATE 03-12-21
2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100

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

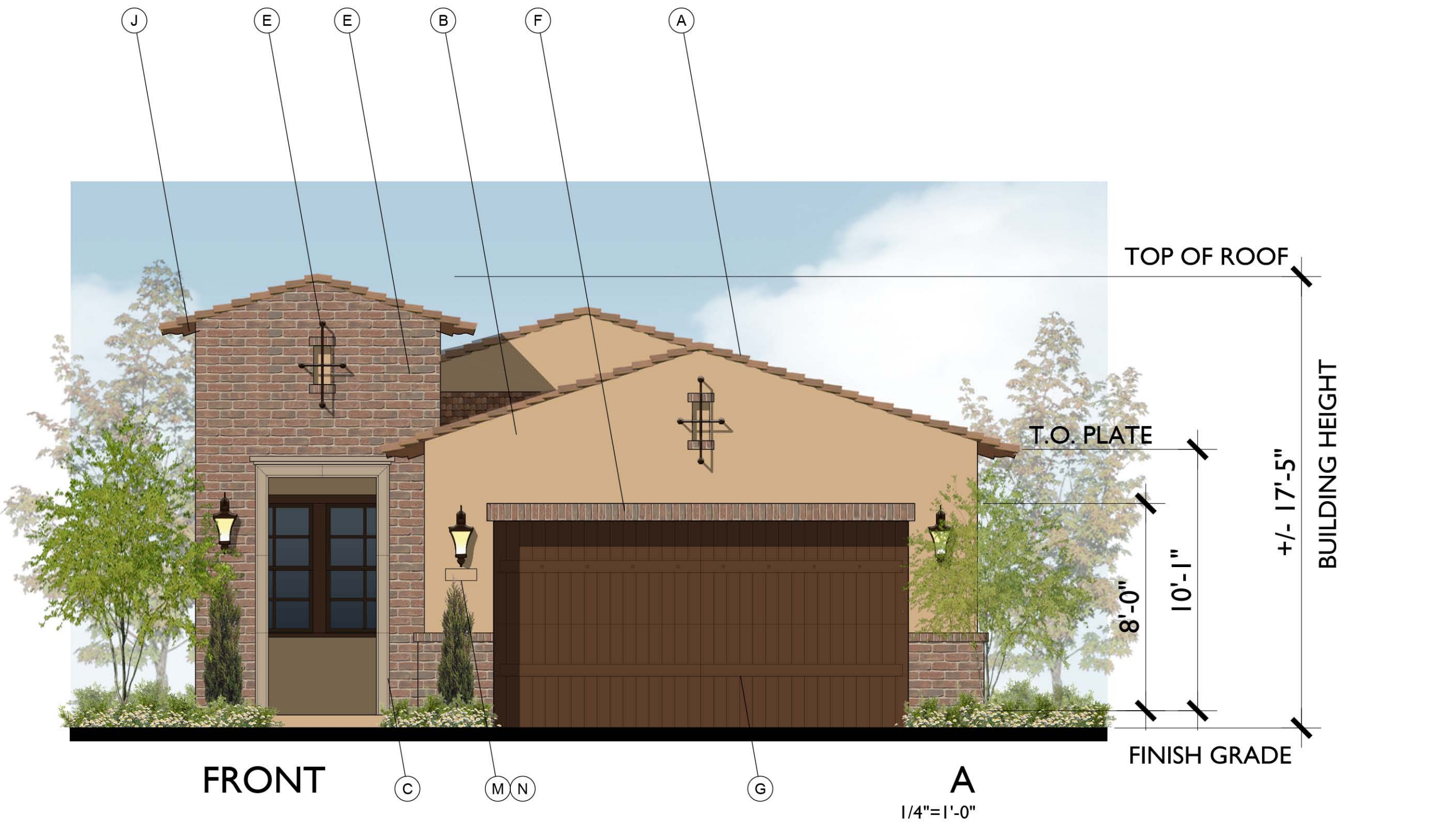
FLOOR AREA TABLE

1ST FLOOR	1,590 SQ. FT.
2 - CAR GARAGE	444 SQ. FT.
PORCH	124 SQ. FT.

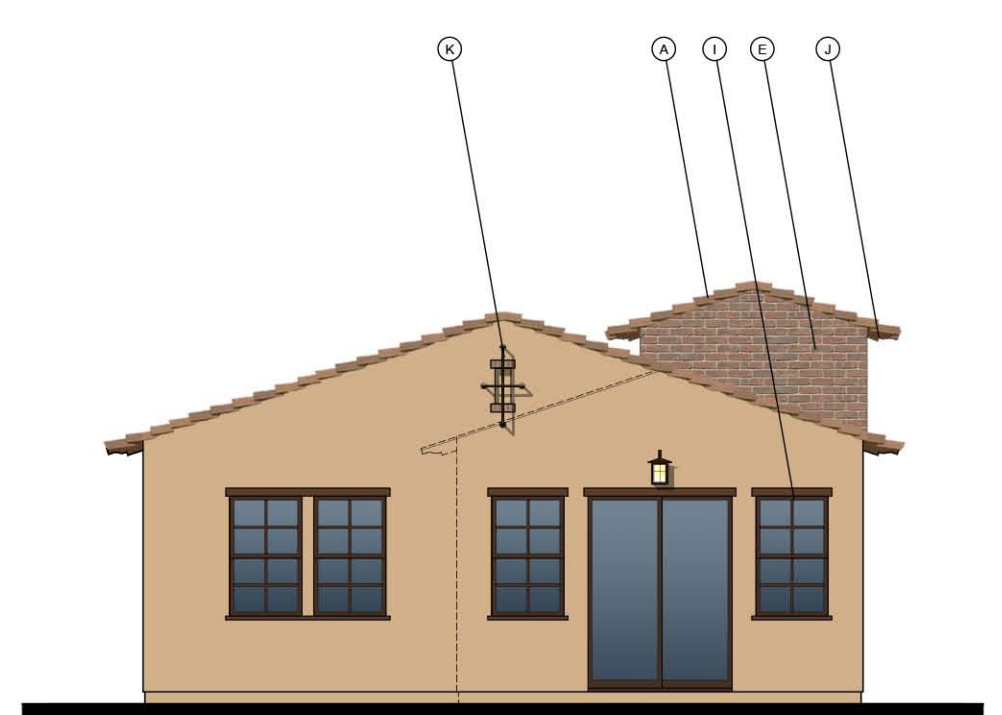
NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

COTTAGES
FLOOR PLAN & ELEVATIONS
EARLY CALIFORNIA

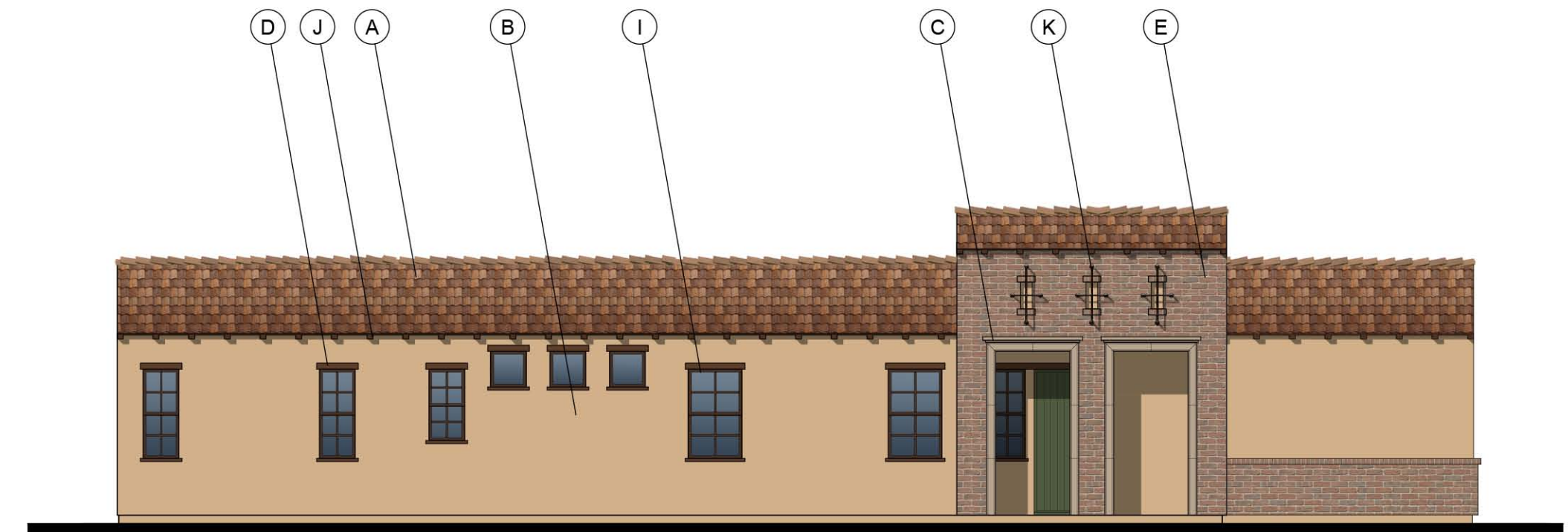
- MATERIAL LEGEND
- A. CONCRETE 'S' TILE
 - B. STUCCO FINISH
 - C. SIMULATED PRECAST TRIM
 - D. FOAM TRIM
 - E. BRICK VENEER
 - F. BRICK HEADER TRIM
 - G. ROLL UP GARAGE DOOR
 - H. FOAM POTSHELF
 - I. VINYL WINDOW
 - J. RAFTER TAILS
 - K. WROUGHT IRON DETAILS
 - L. DECORATIVE FOAM DETAILS
 - M. LIGHT FIXTURE
 - N. ADDRESS SIGN
 - O. SHUTTERS



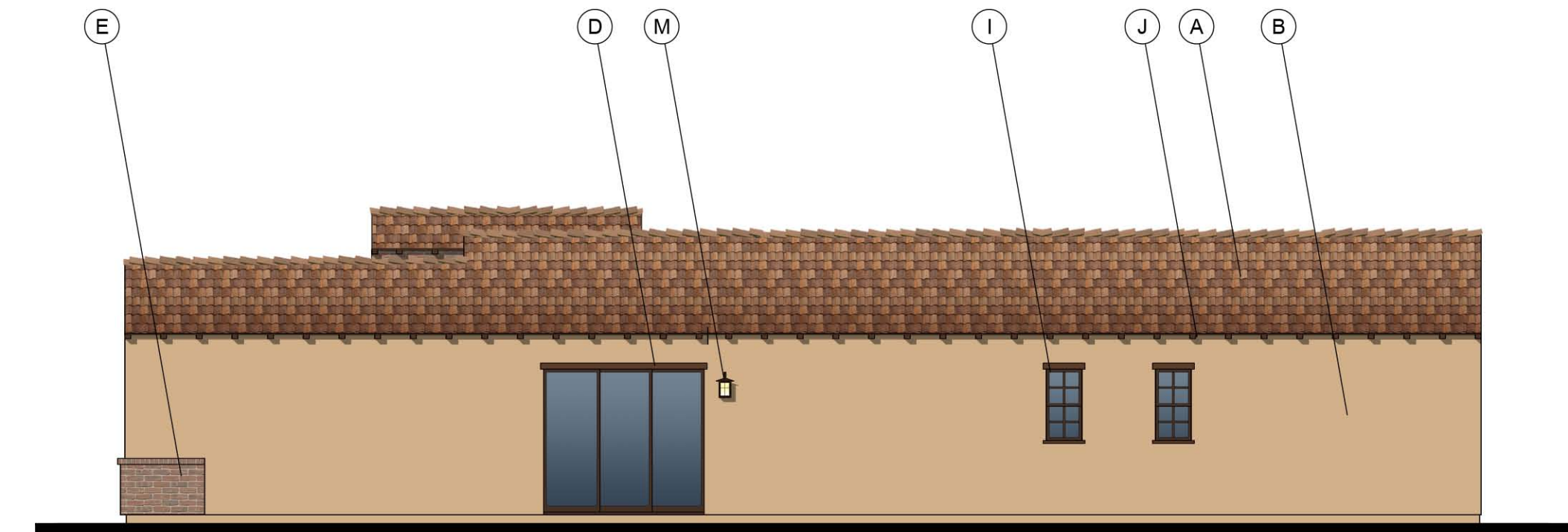
1 PLAN 1 - FRONT ELEVATION
SCALE: 1/4" = 1'-0"



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

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

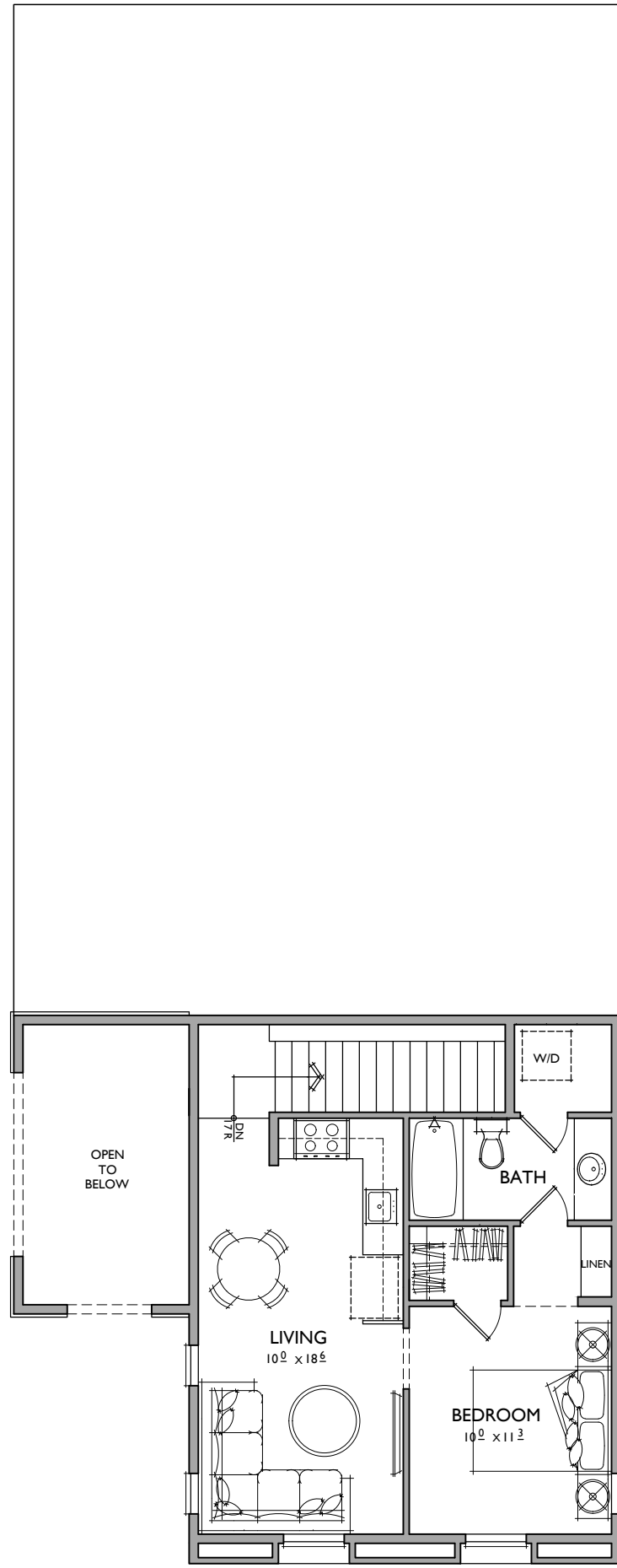
NEW HORIZONS AT MORGAN HILL

BY D.R. HORTON

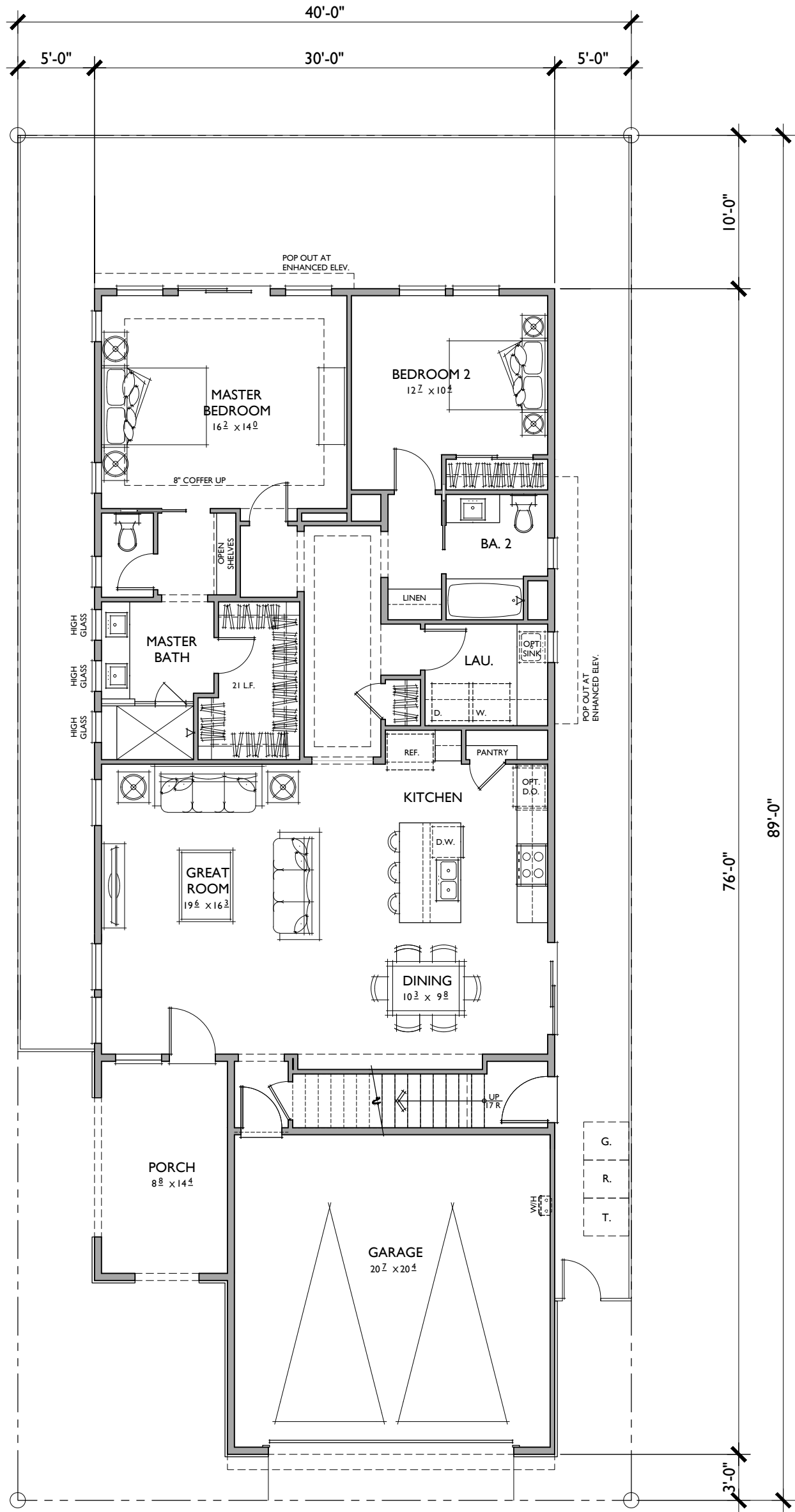
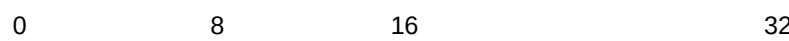


JOB NO. 233-034
DATE 03-10-20
2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100

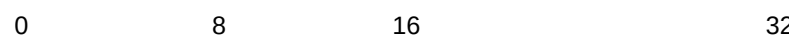
A3.2



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

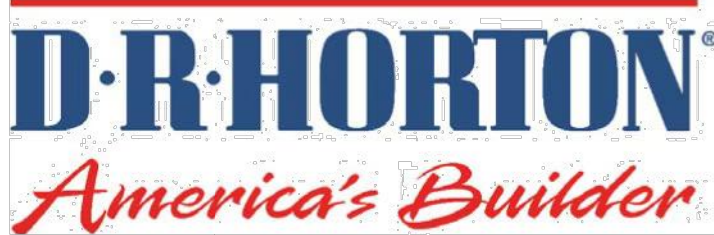
FLOOR AREA TABLE	
1ST FLOOR	1,525 SQ. FT.
2 - CAR GARAGE	444 SQ. FT.
PORCH	124 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

COTTAGES
FLOOR PLAN & ELEVATIONS
EARLY CALIFORNIA

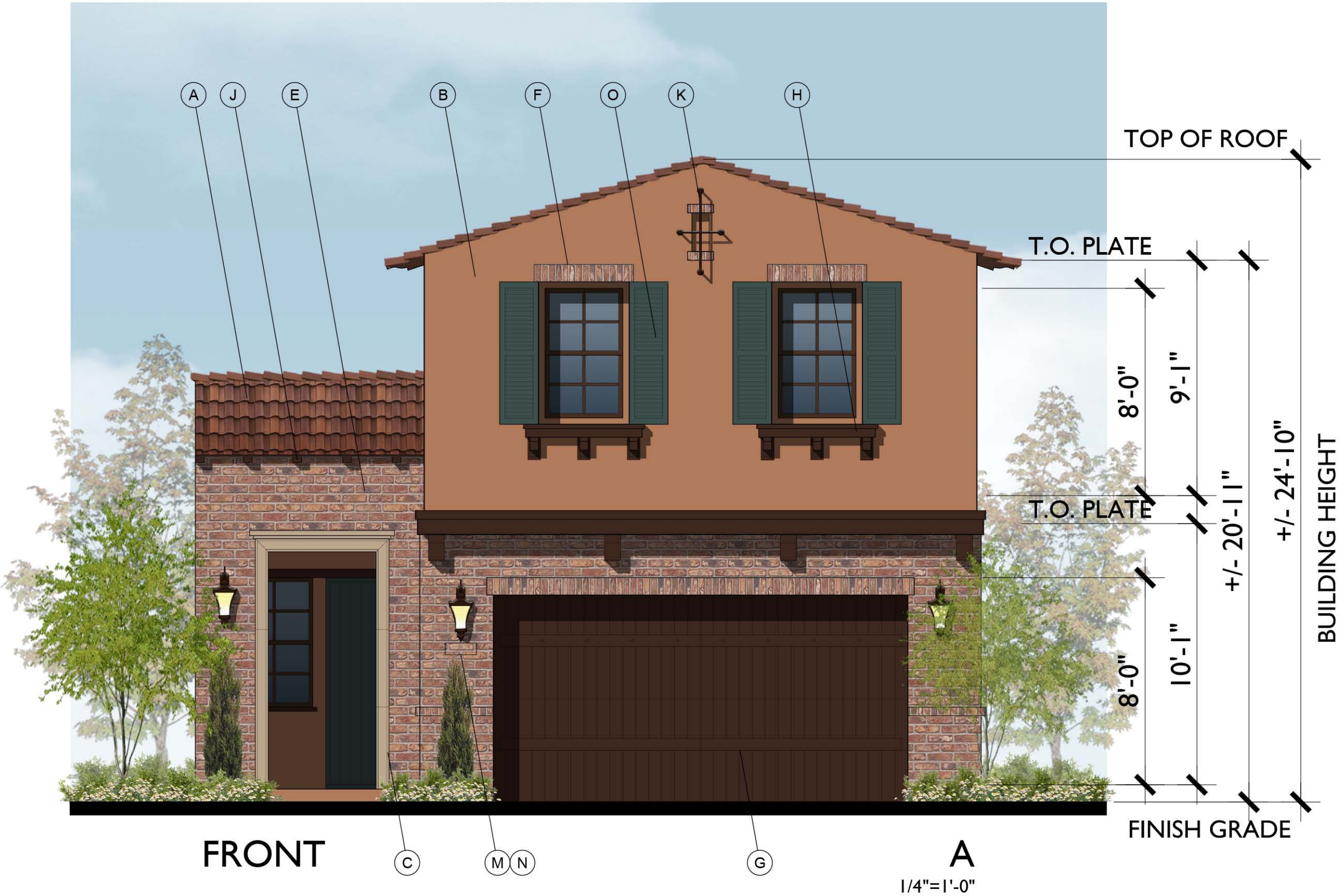
NEW HORIZONS AT MORGAN HILL

BY D.R. HORTON



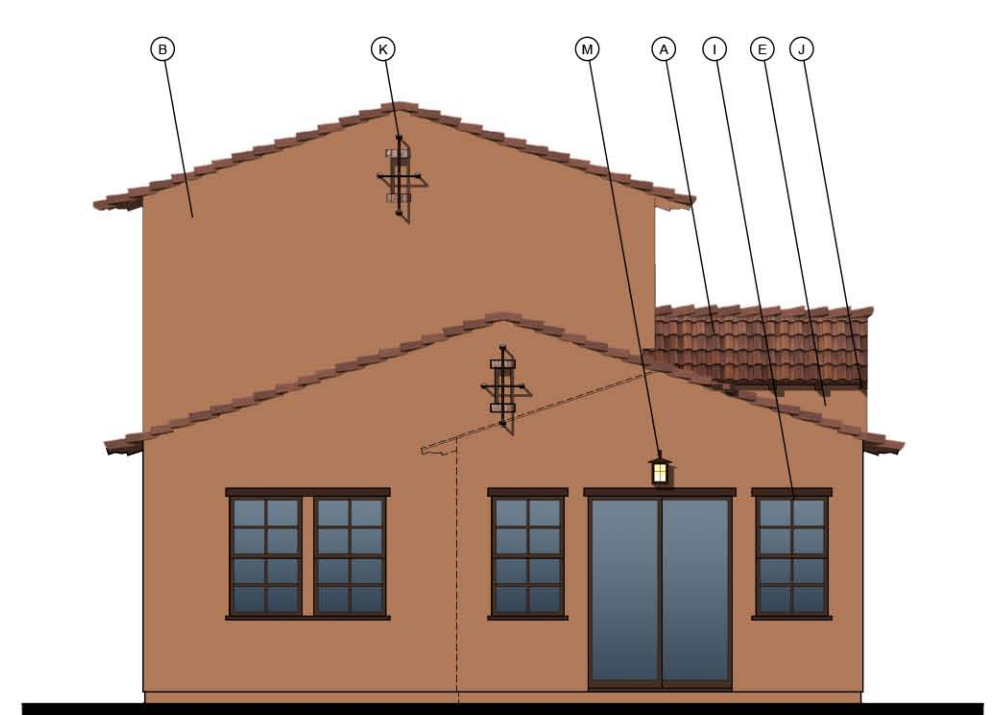
JOB NO. 233-034
DATE 03-12-21
2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100

A3.3

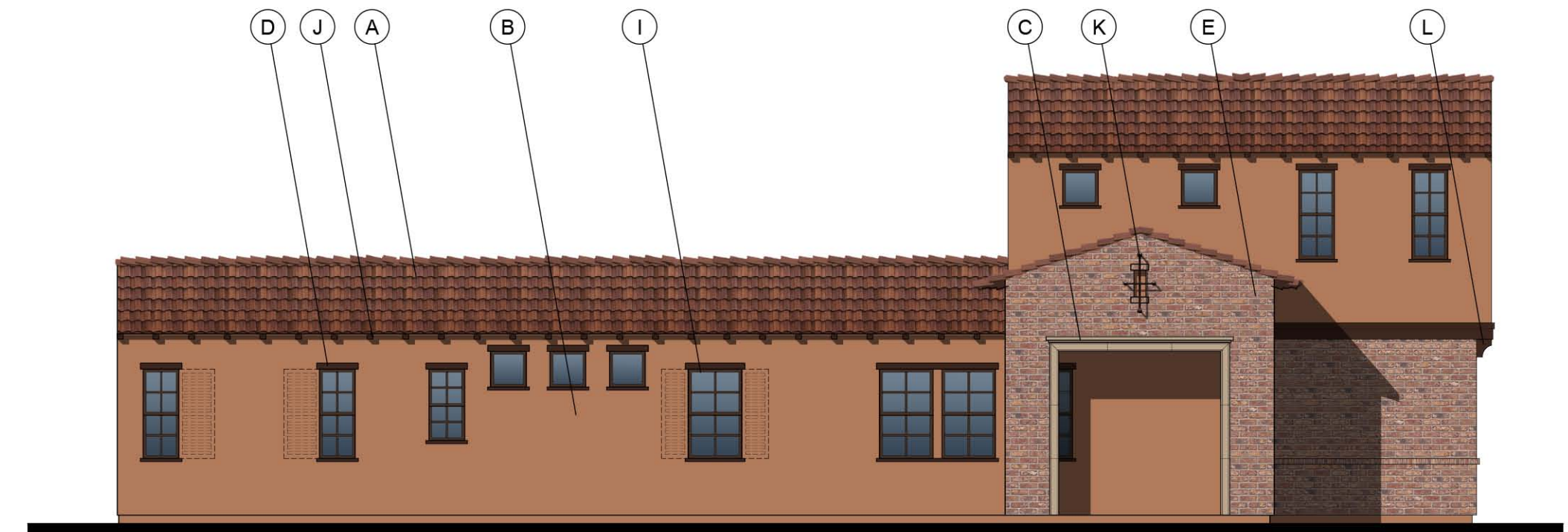


- MATERIAL LEGEND
- A. CONCRETE 'S' TILE
 - B. STUCCO FINISH
 - C. SIMULATED PRECAST TRIM
 - D. FOAM TRIM
 - E. BRICK VENEER
 - F. BRICK HEADER TRIM
 - G. ROLL UP GARAGE DOOR
 - H. FOAM POTSHELF
 - I. VINYL WINDOW
 - J. RAFTER TAILS
 - K. WROUGHT IRON DETAILS
 - L. DECORATIVE FOAM DETAILS
 - M. LIGHT FIXTURE
 - N. ADDRESS SIGN
 - O. SHUTTERS

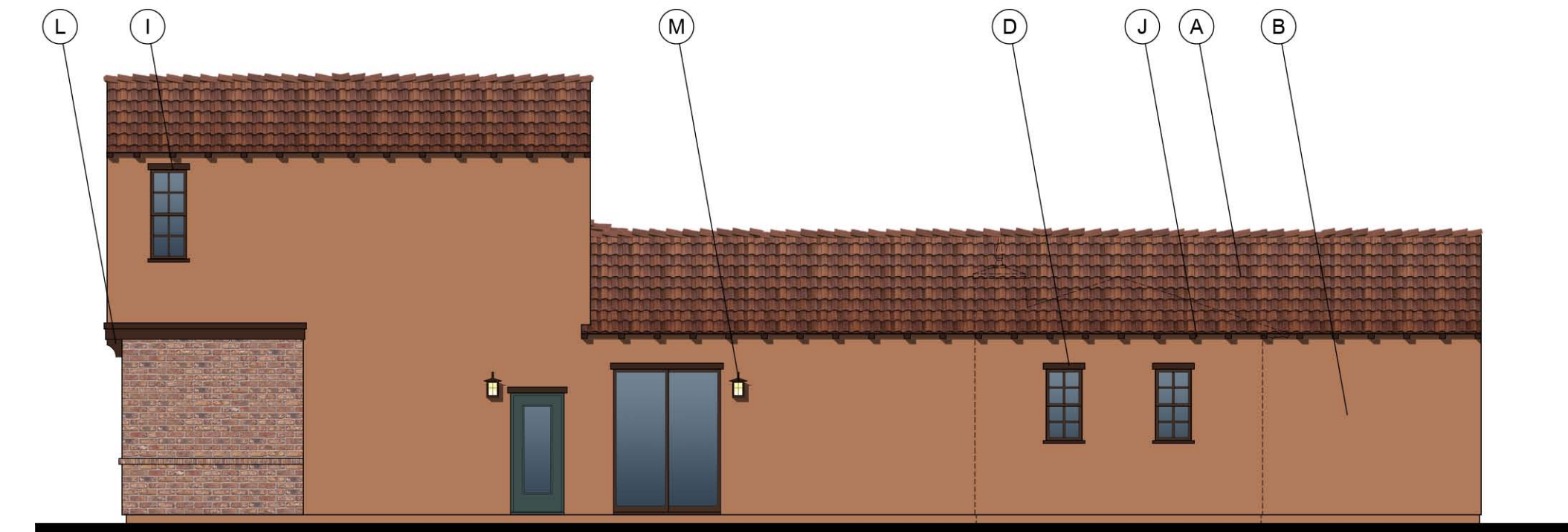
1 PLAN 1X - FRONT ELEVATION
SCALE: 1/4" = 1'-0"



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

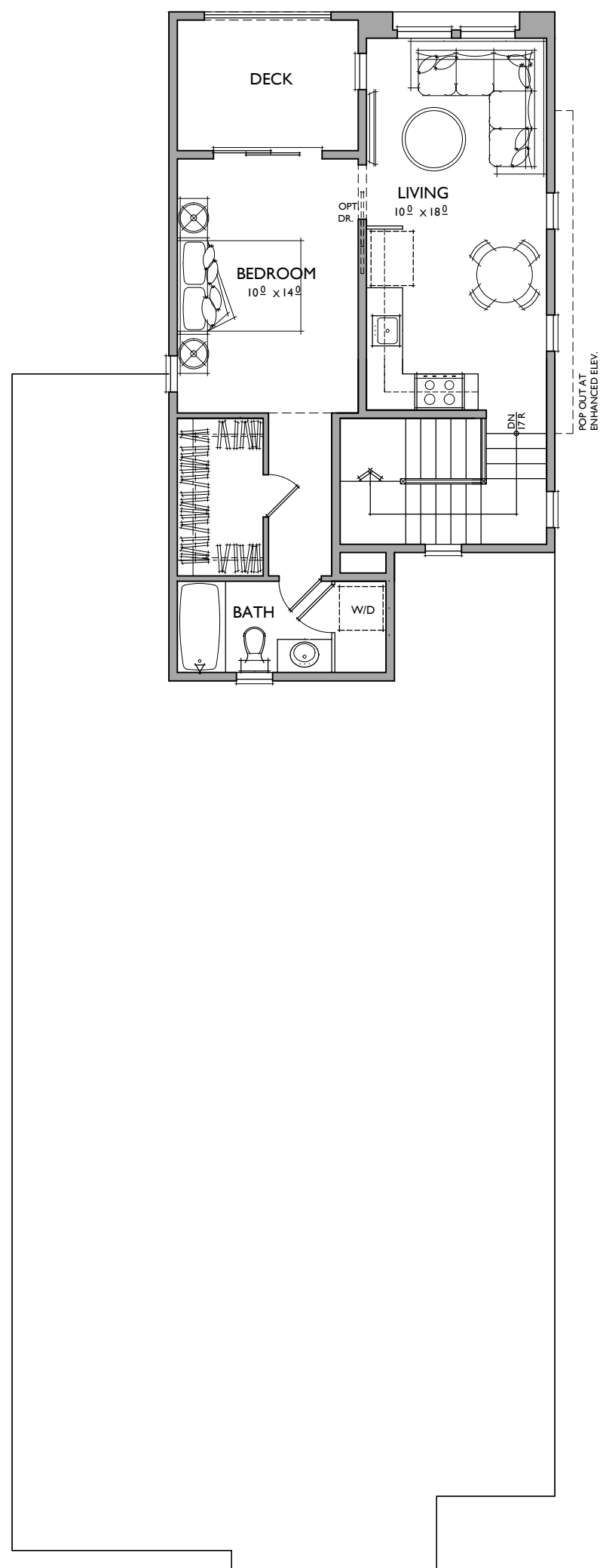
COTTAGES
FLOOR PLAN & ELEVATIONS
EARLY CALIFORNIA

NEW HORIZONS AT MORGAN HILL

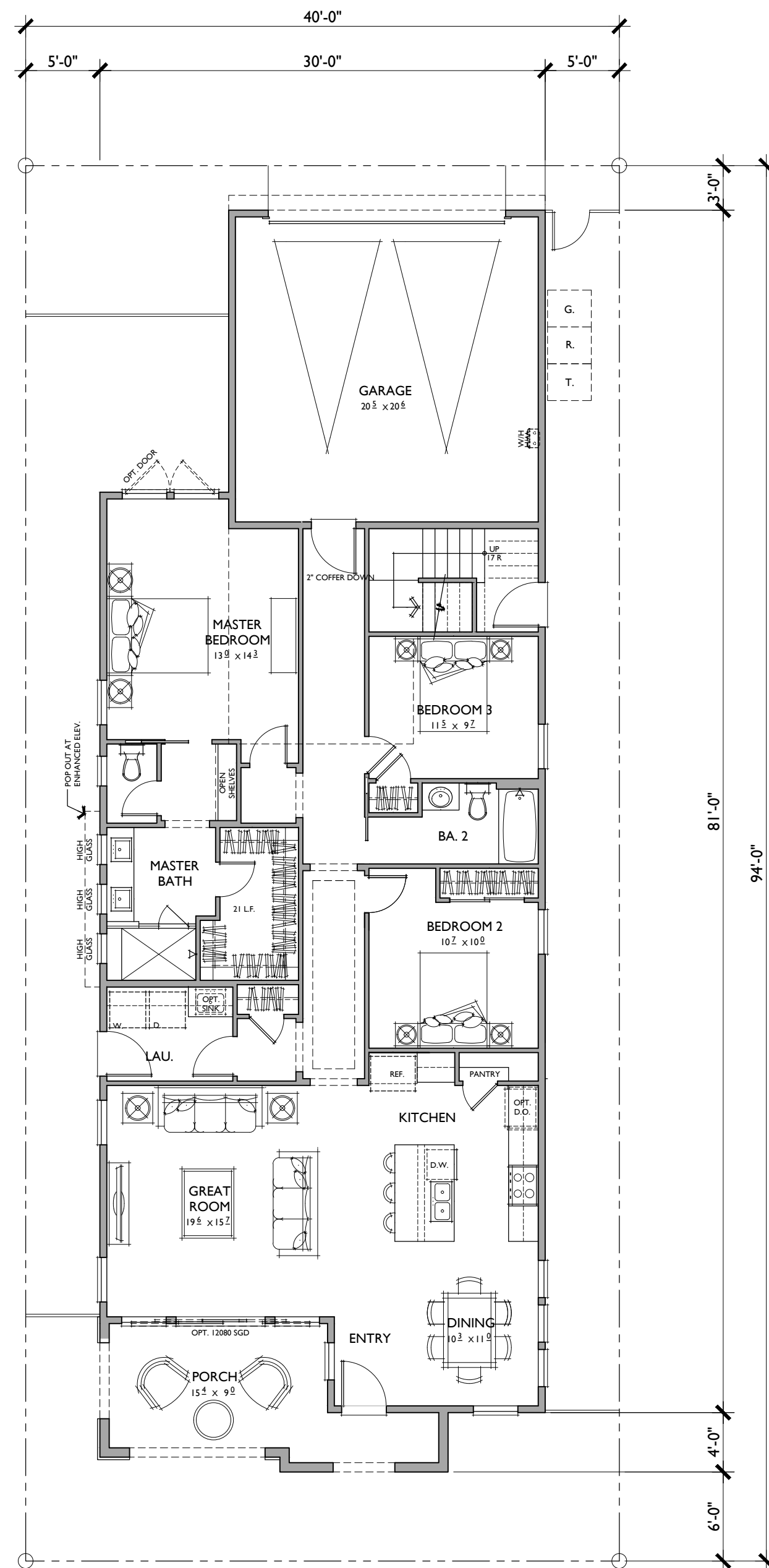
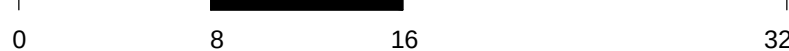
BY D.R. HORTON

JOB NO. 233-034
DATE 03-10-20
2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100

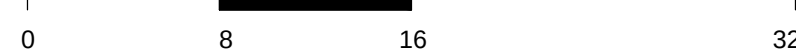
A3.4



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

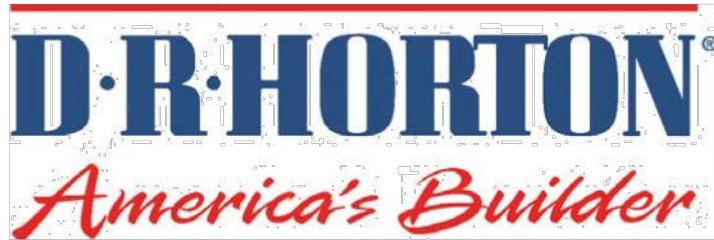
FLOOR AREA TABLE	
1ST FLOOR	1,637 SQ. FT.
2 - CAR GARAGE	448 SQ. FT.
LANAI	174 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

COTTAGES
FLOOR PLAN & ELEVATIONS
EARLY CALIFORNIA

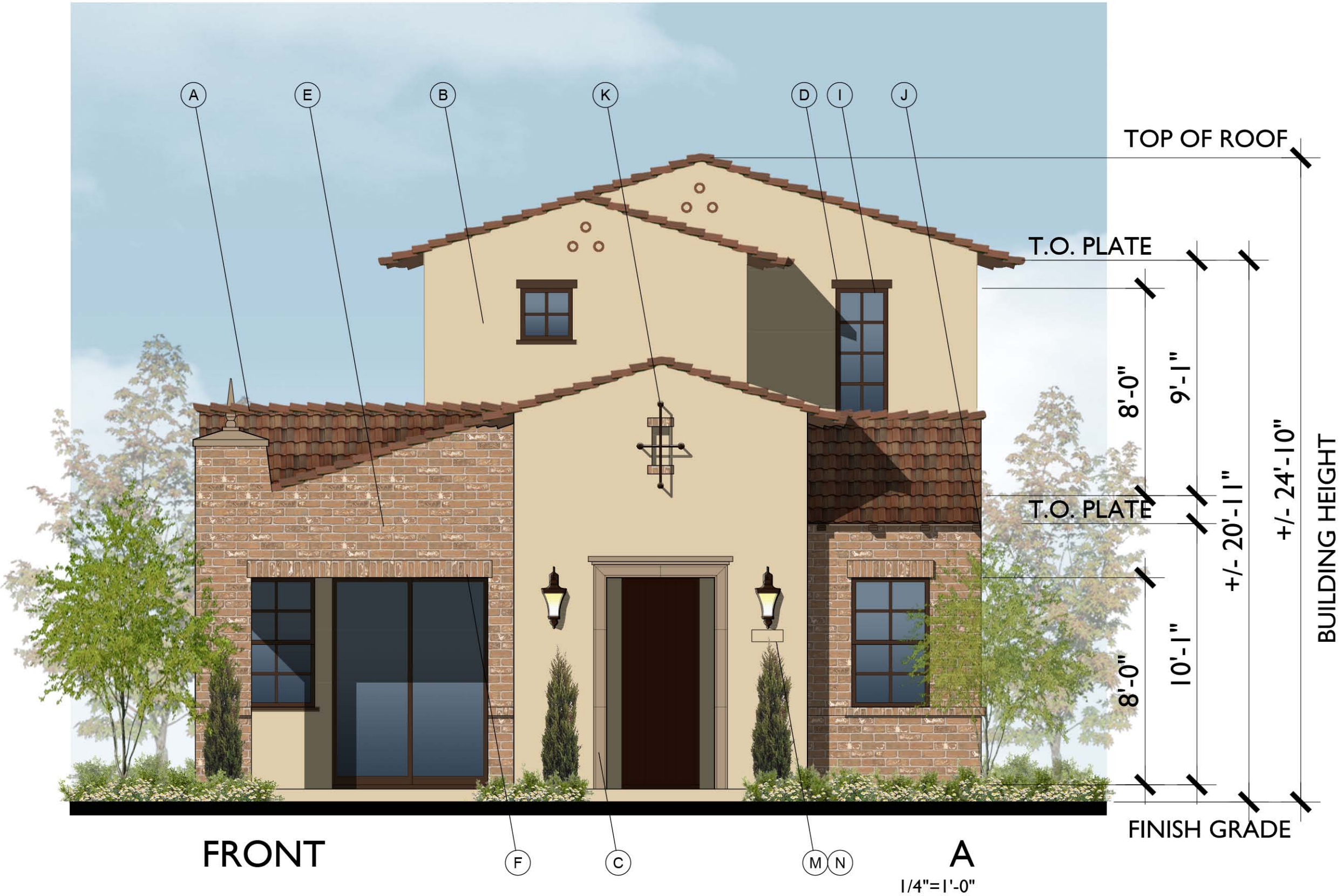
NEW HORIZONS AT MORGAN HILL

BY D.R. HORTON



JOB NO. 233-034
DATE 03-12-21
2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100

A3.5

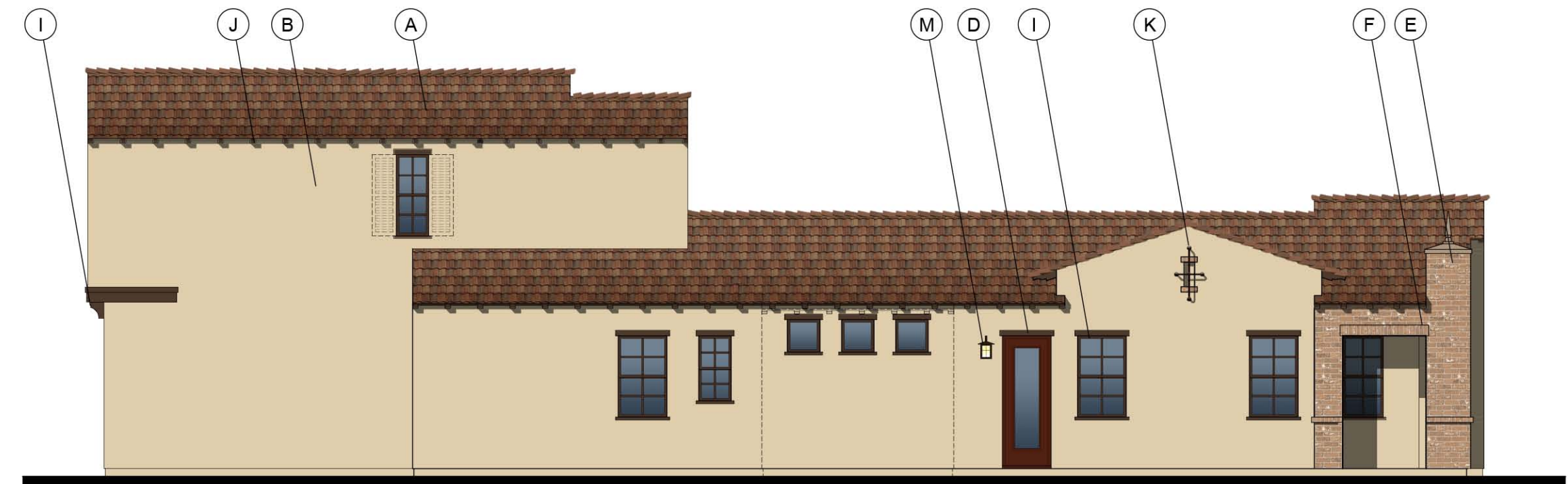


- MATERIAL LEGEND
- A. CONCRETE 'S' TILE
 - B. STUCCO FINISH
 - C. SIMULATED PRECAST TRIM
 - D. FOAM TRIM
 - E. BRICK VENEER
 - F. BRICK HEADER TRIM
 - G. ROLL UP GARAGE DOOR
 - H. FOAM POTSHIELD
 - I. VINYL WINDOW
 - J. RAFTER TAILS
 - K. WROUGHT IRON DETAILS
 - L. DECORATIVE FOAM DETAILS
 - M. LIGHT FIXTURE
 - N. ADDRESS SIGN
 - O. SHUTTERS

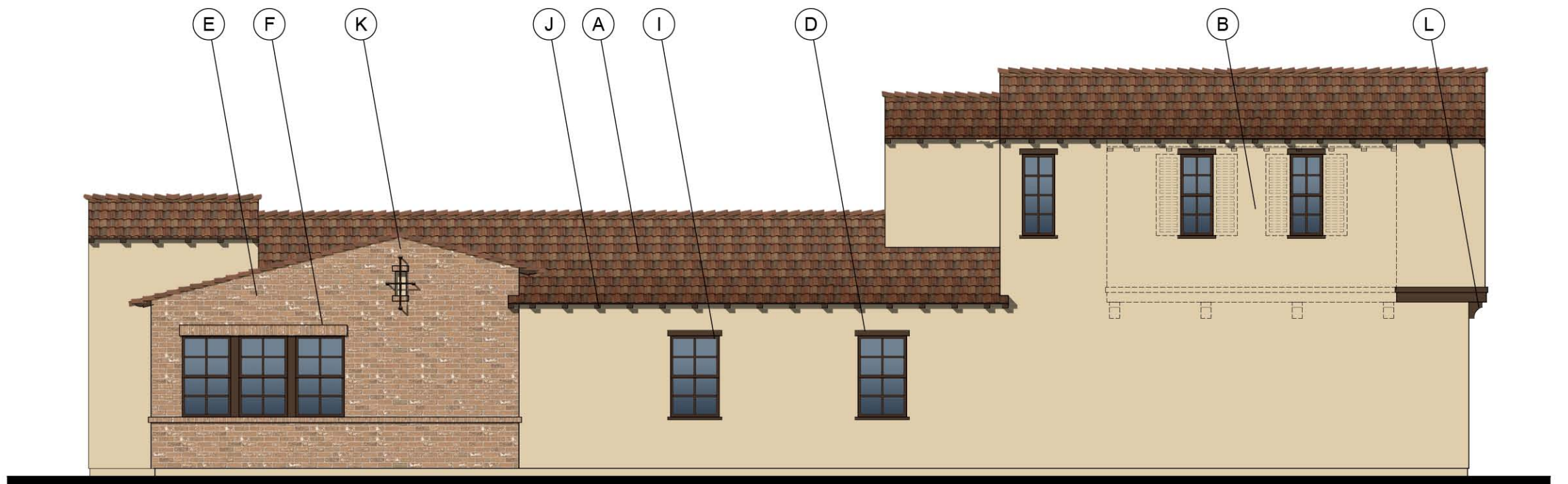
1 PLAN 2 - FRONT ELEVATION
SCALE: 1/4" = 1'-0"



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.

PLAN 2

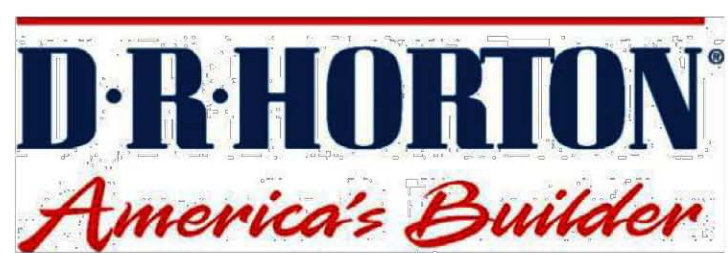
3 BEDROOMS / 2 BATHS /
2 - CAR GARAGE

FLOOR AREA TABLE	
1ST FLOOR	1,637 SQ. FT.
2 - CAR GARAGE	448 SQ. FT.
LANAI	174 SQ. FT.

COTTAGES
FLOOR PLAN & ELEVATIONS
EARLY CALIFORNIA

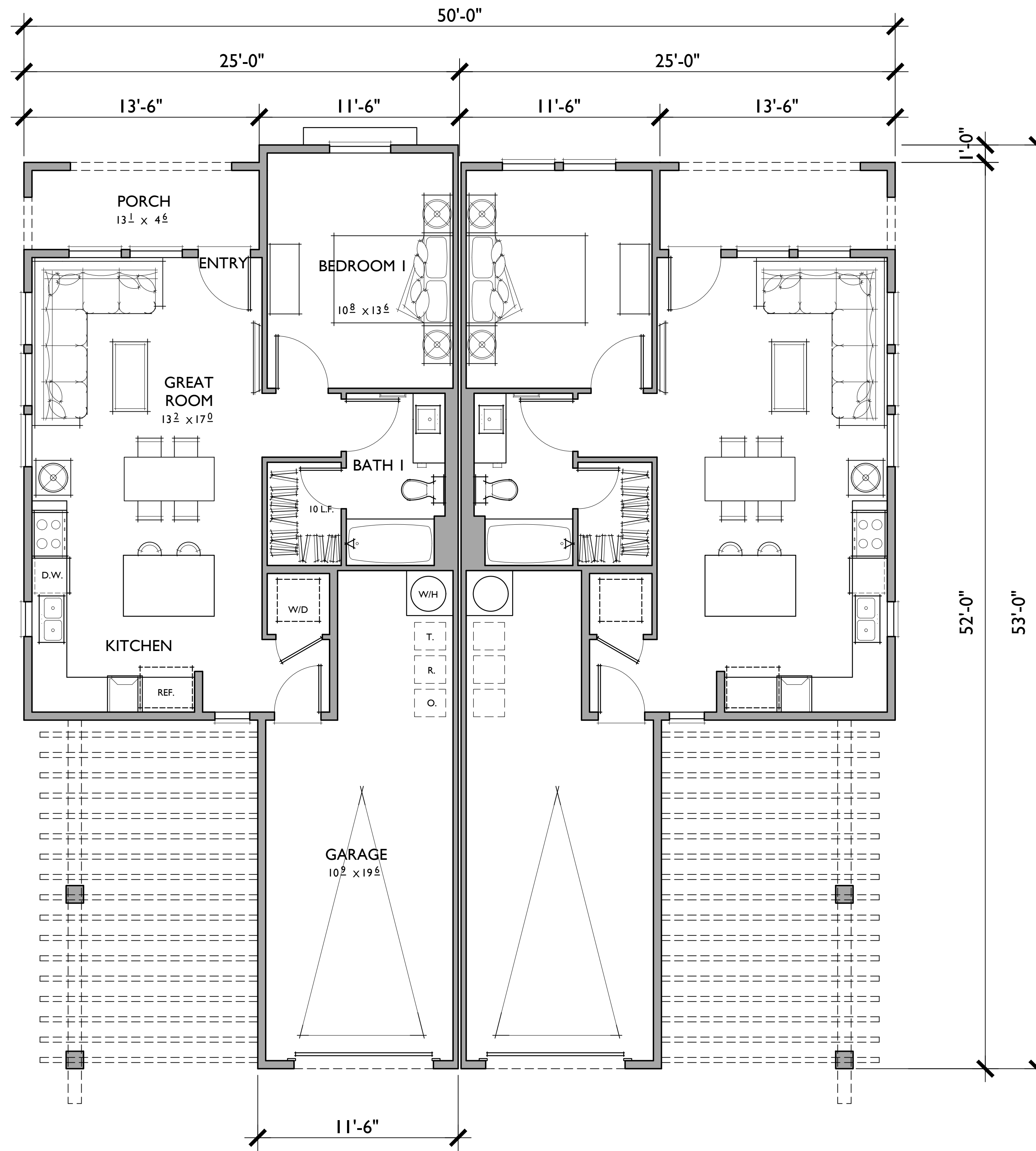
NEW HORIZONS AT MORGAN HILL

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

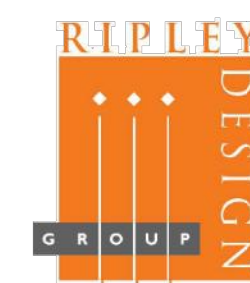
FLOOR AREA TABLE

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

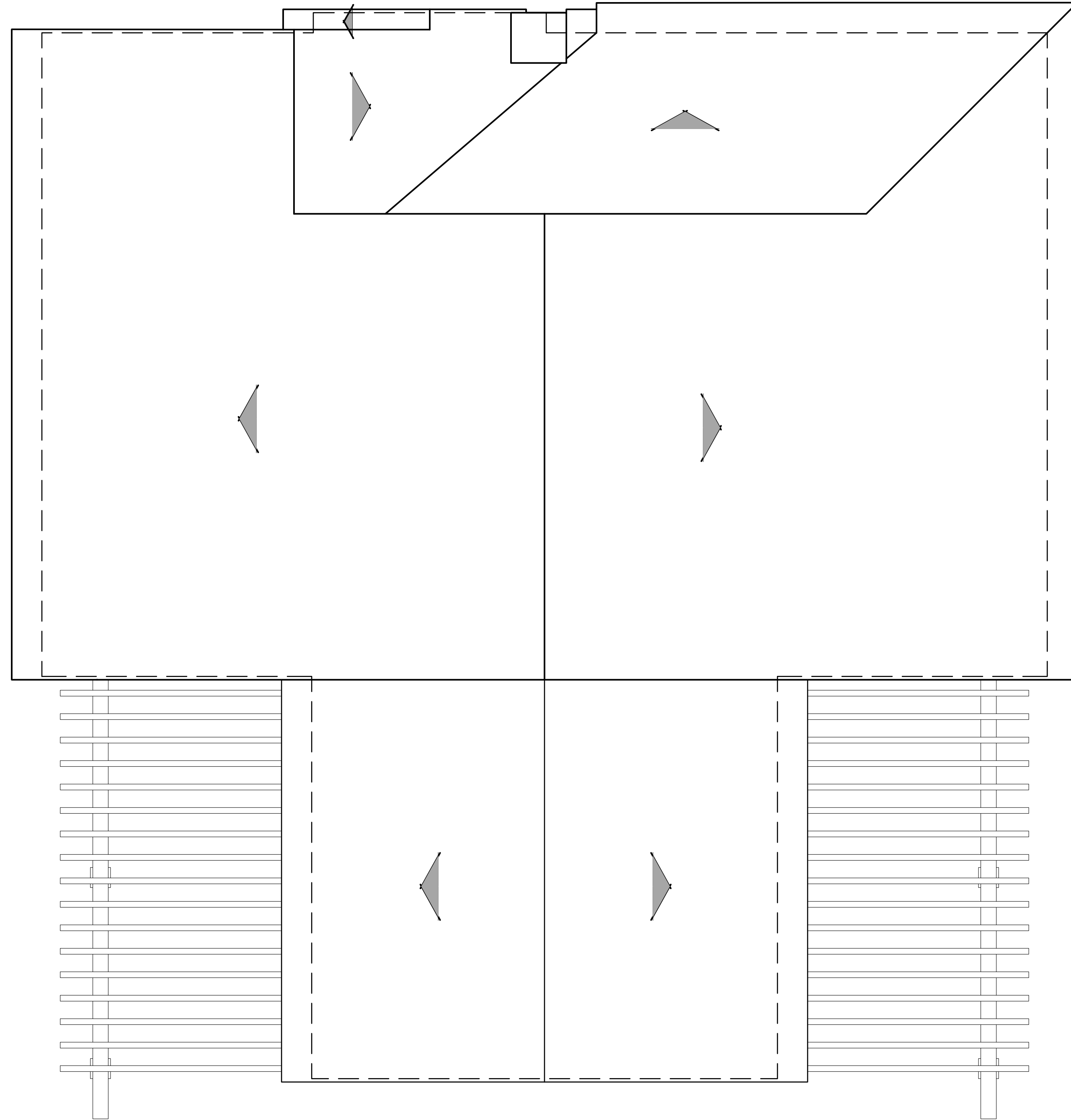


JOB NO. 554-20039

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

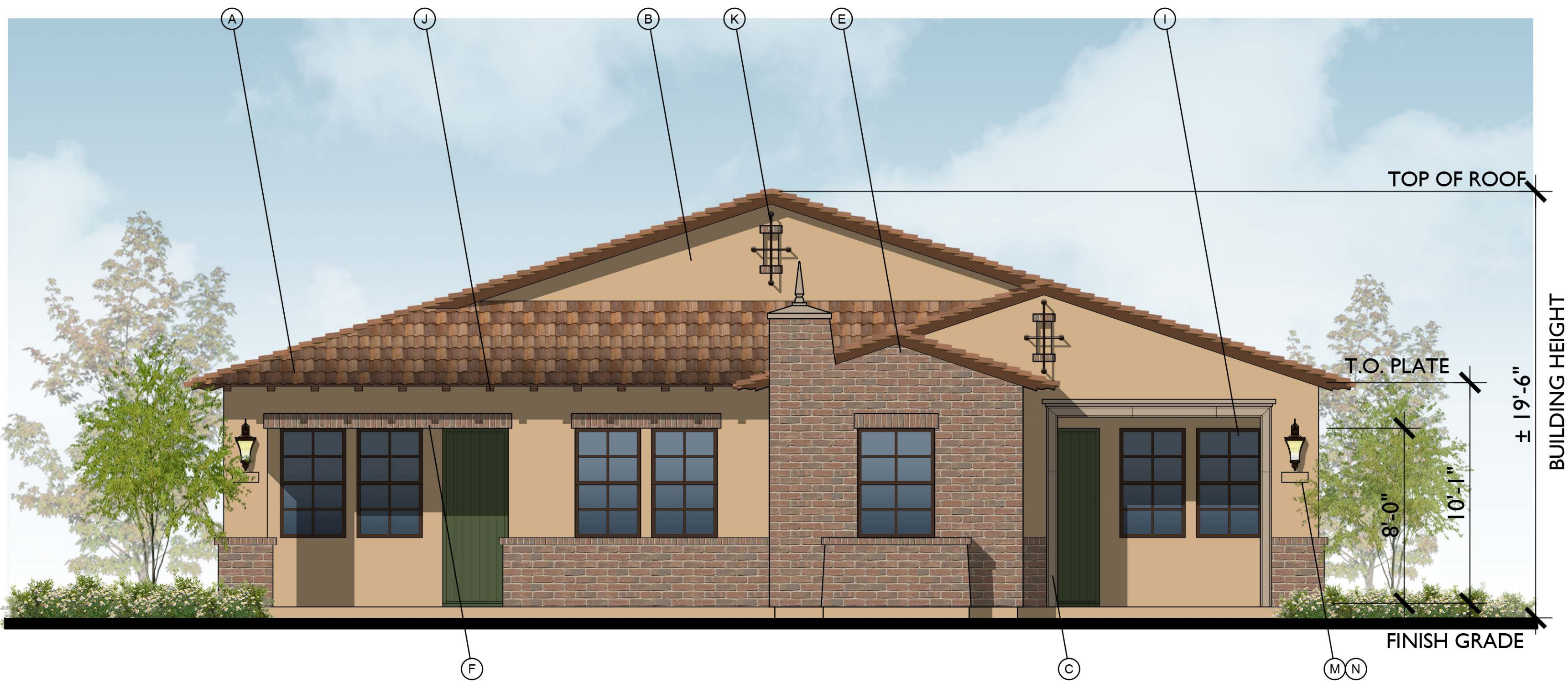


JOB NO. 554-20039
DATE 01-06-23
2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100

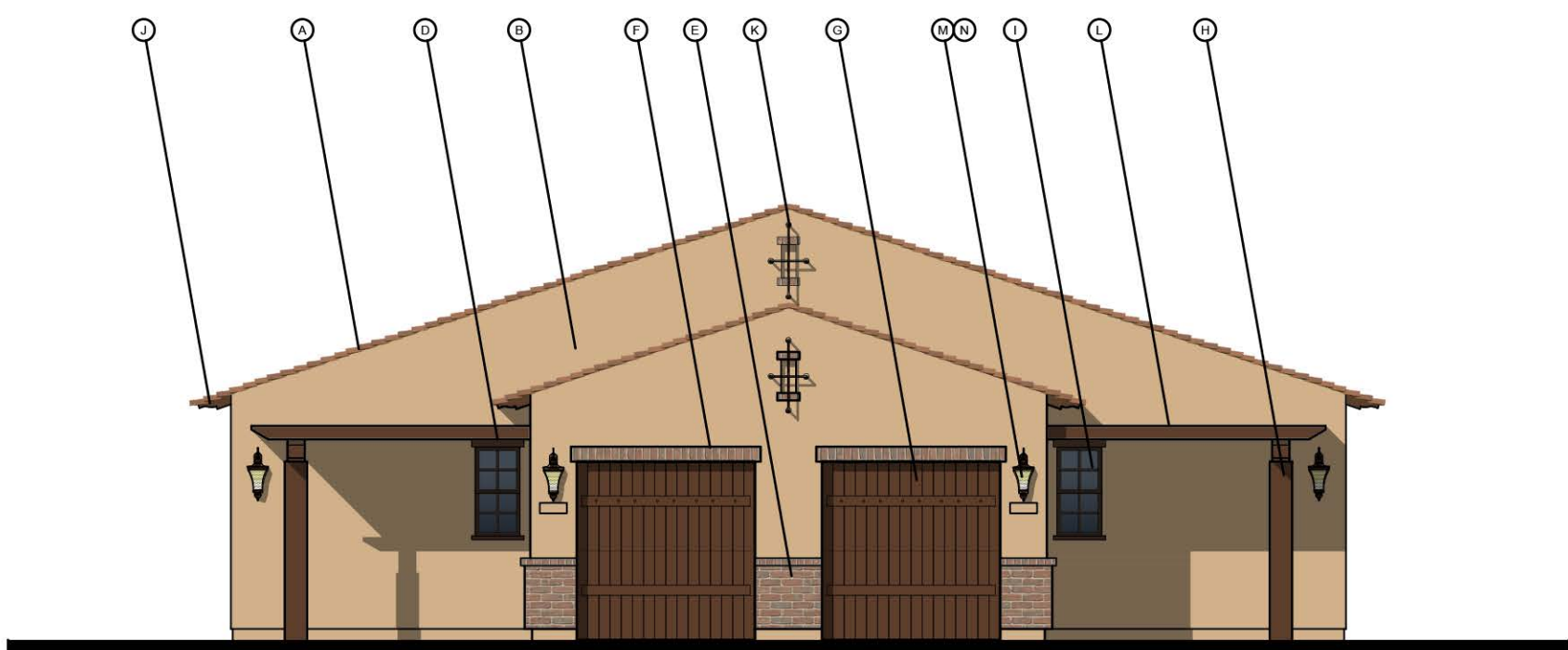
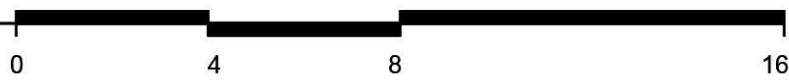
SENIOR DUETS
ROOF PLAN

MATERIAL LEGEND

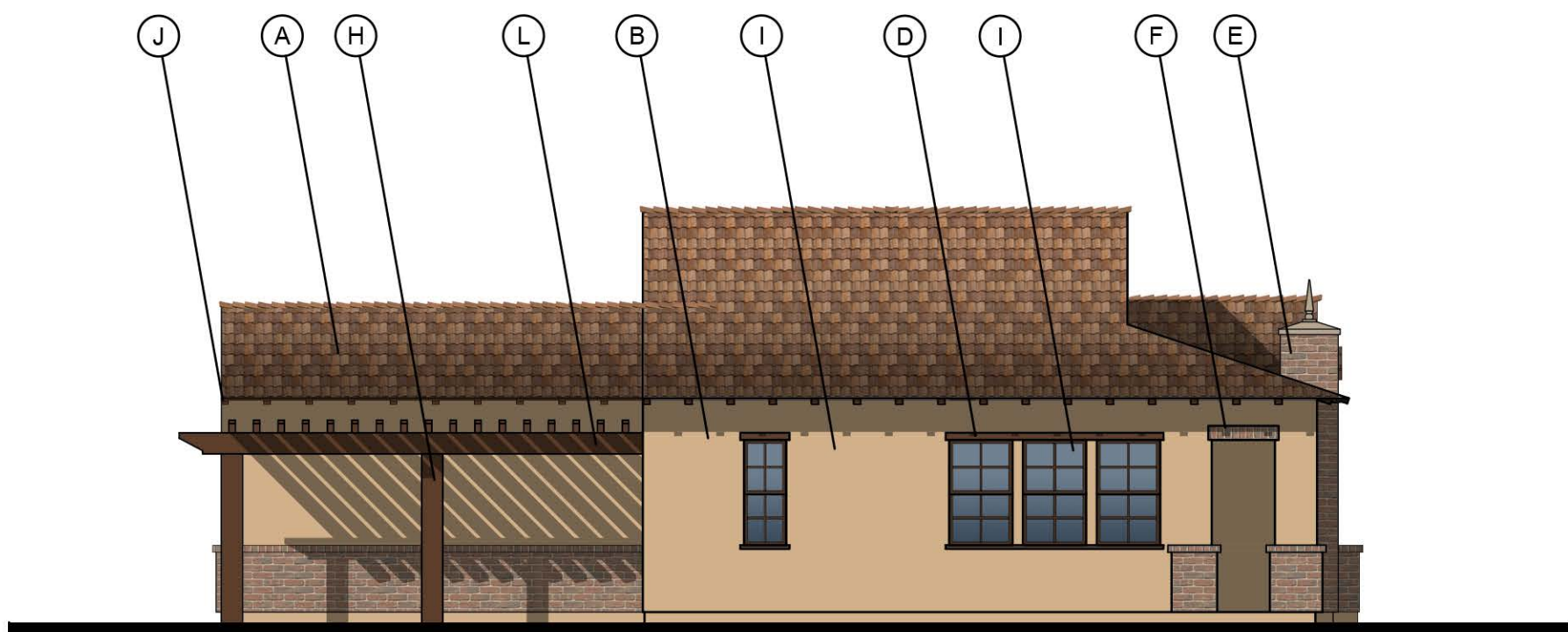
- A. CONCRETE 'S' TILE
- B. STUCCO FINISH
- C. SIMULATED PRECAST TRIM
- D. FOAM TRIM
- E. BRICK VENEER
- F. BRICK HEADER TRIM
- G. ROLL UP GARAGE DOOR
- H. WOOD POST
- I. VINYL WINDOW
- J. RAFTER TAILS
- K. WROUGHT IRON DETAILS
- L. WOOD TRELLIS
- M. LIGHT FIXTURE
- N. ADDRESS SIGN
- O. SHUTTERS



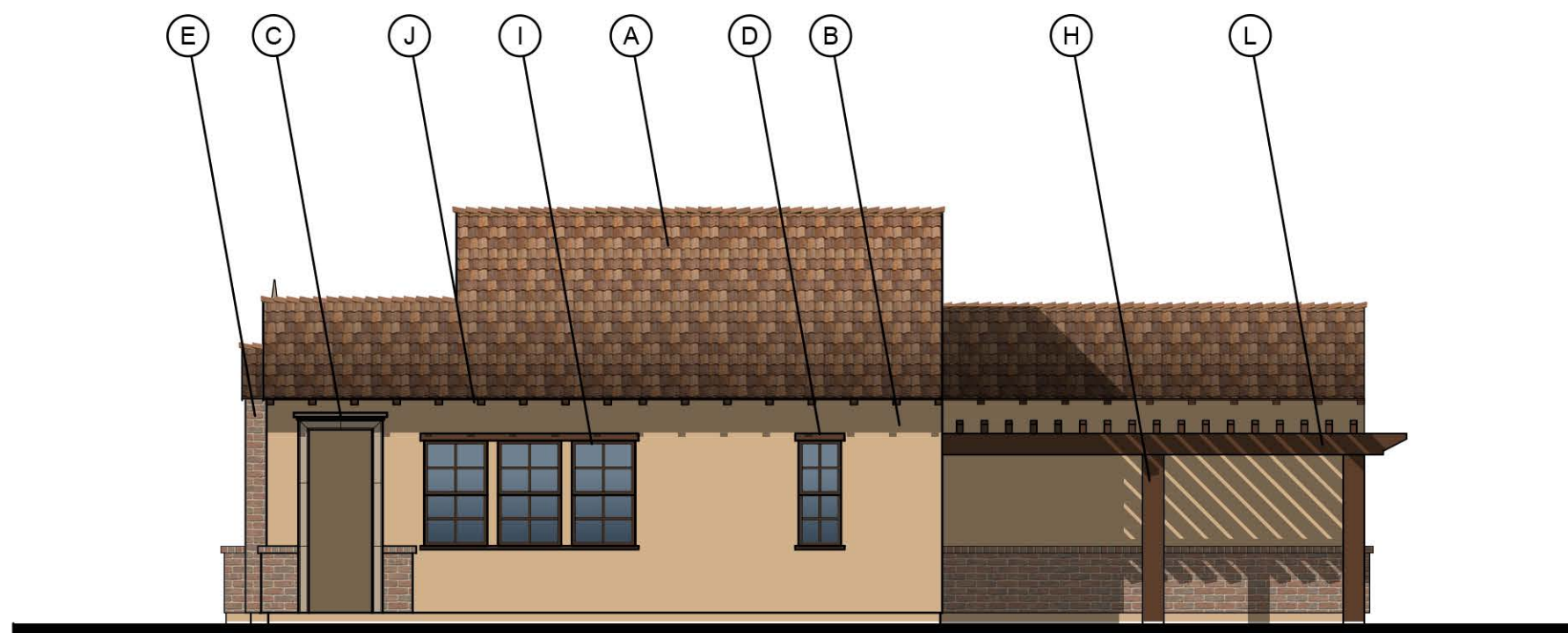
1 BUILDING 1 - FRONT ELEVATION
SCALE: 1/4" = 1'-0"



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

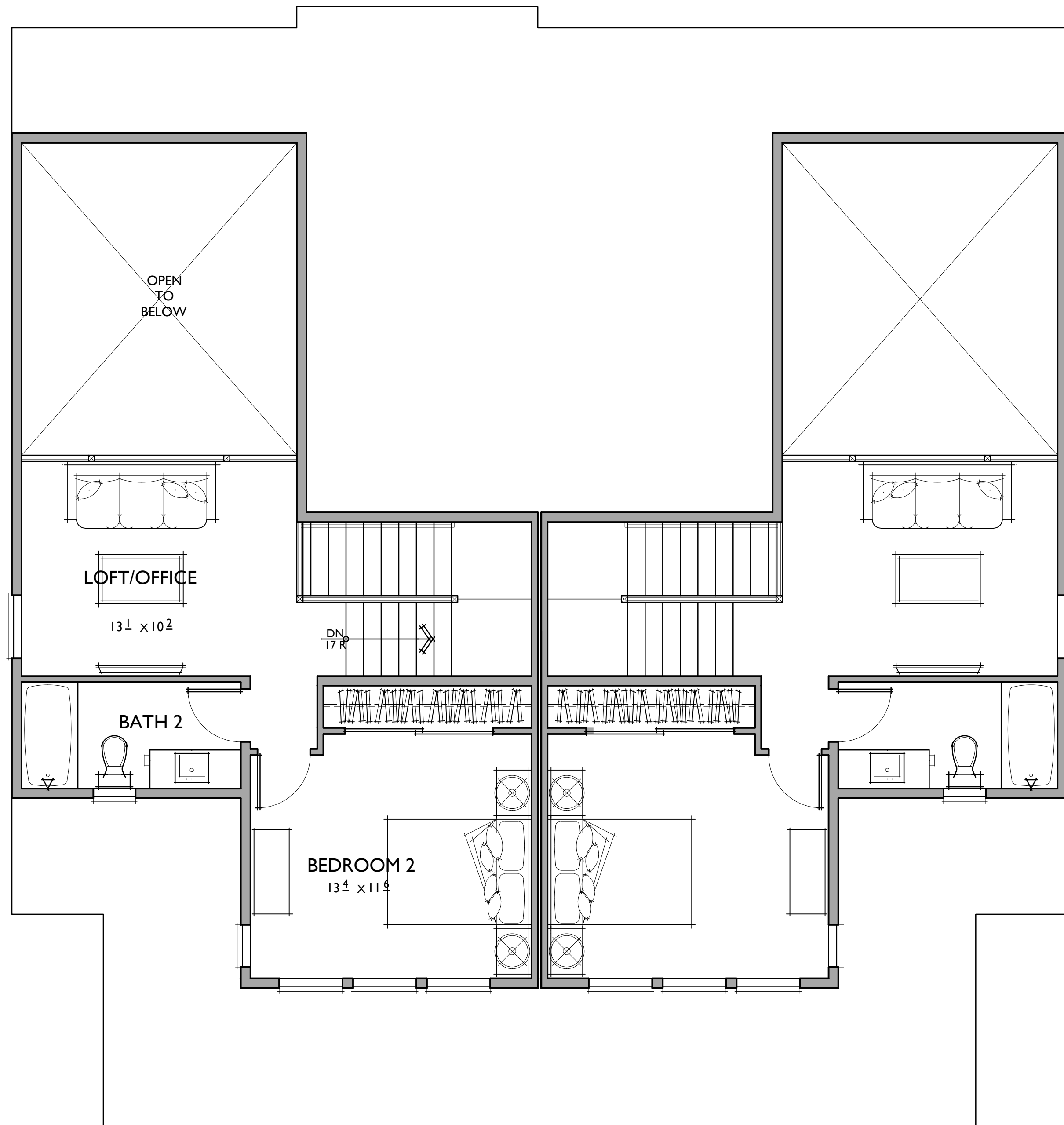


SENIOR DUETS
SPANISH ELEVATIONS

JOB NO. 554-20039

DATE 01-06-23

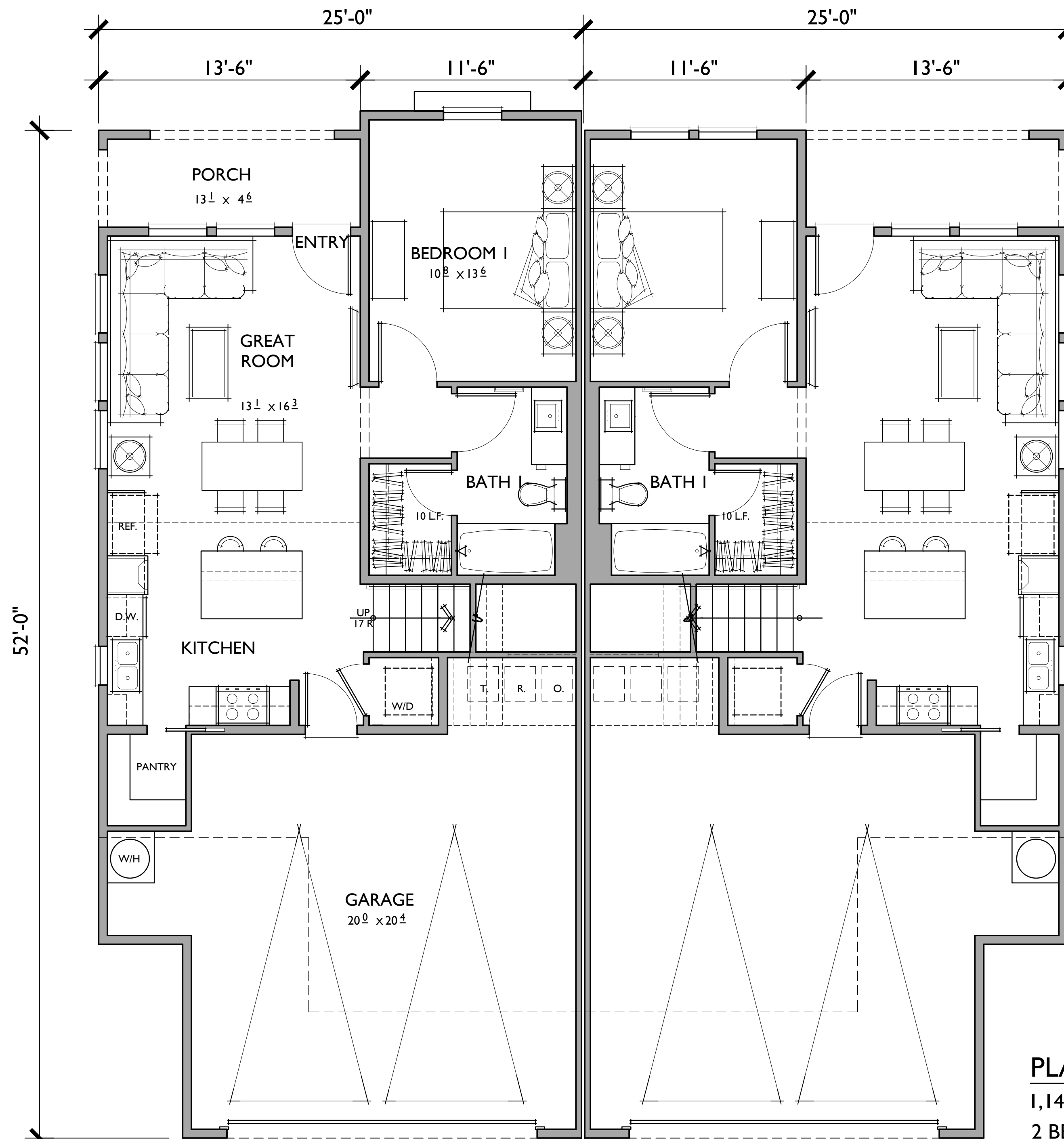
2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100



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

**SENIOR DUETS
 FLOOR PLAN**

NEW HORIZONS AT MORGAN HILL

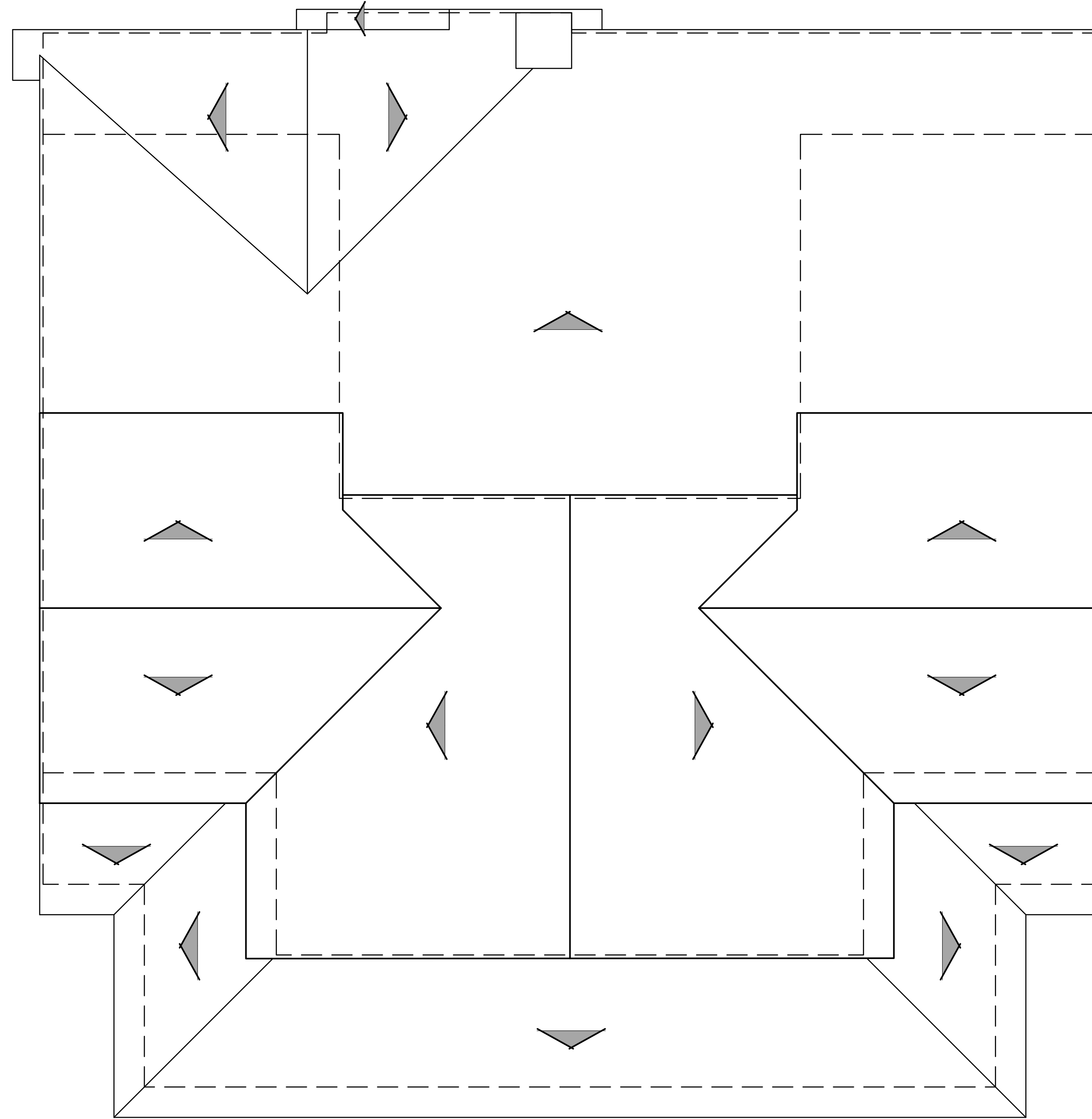
BY MORGAN HILL DEVCO, LLC



JOB NO. 554-20039

DATE 01-06-23

2031 Orchard Drive
 Newport Beach, CA, 92660
 949-553-9100



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

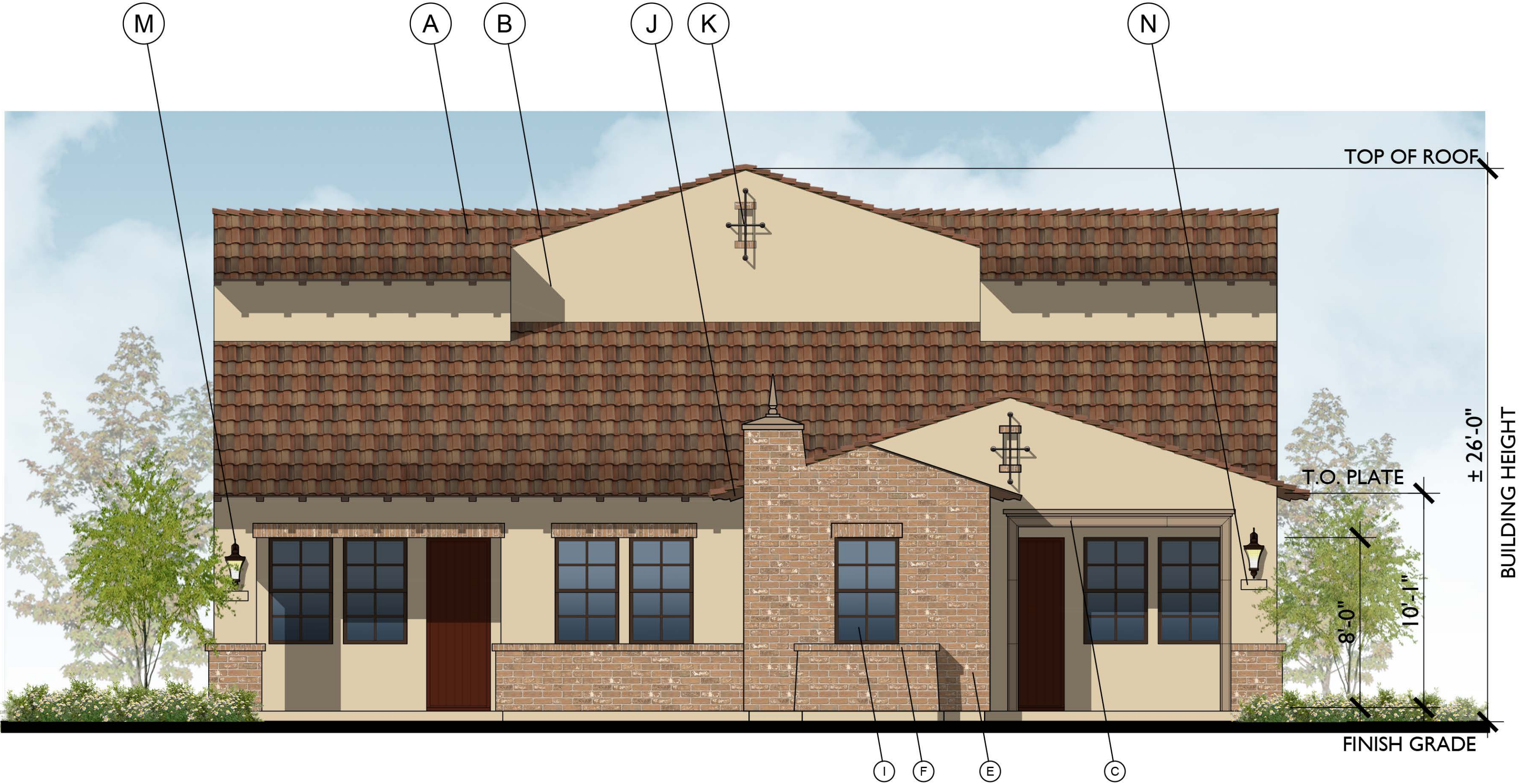
SENIOR DUETS ROOF PLAN



JOB NO. 554-20039

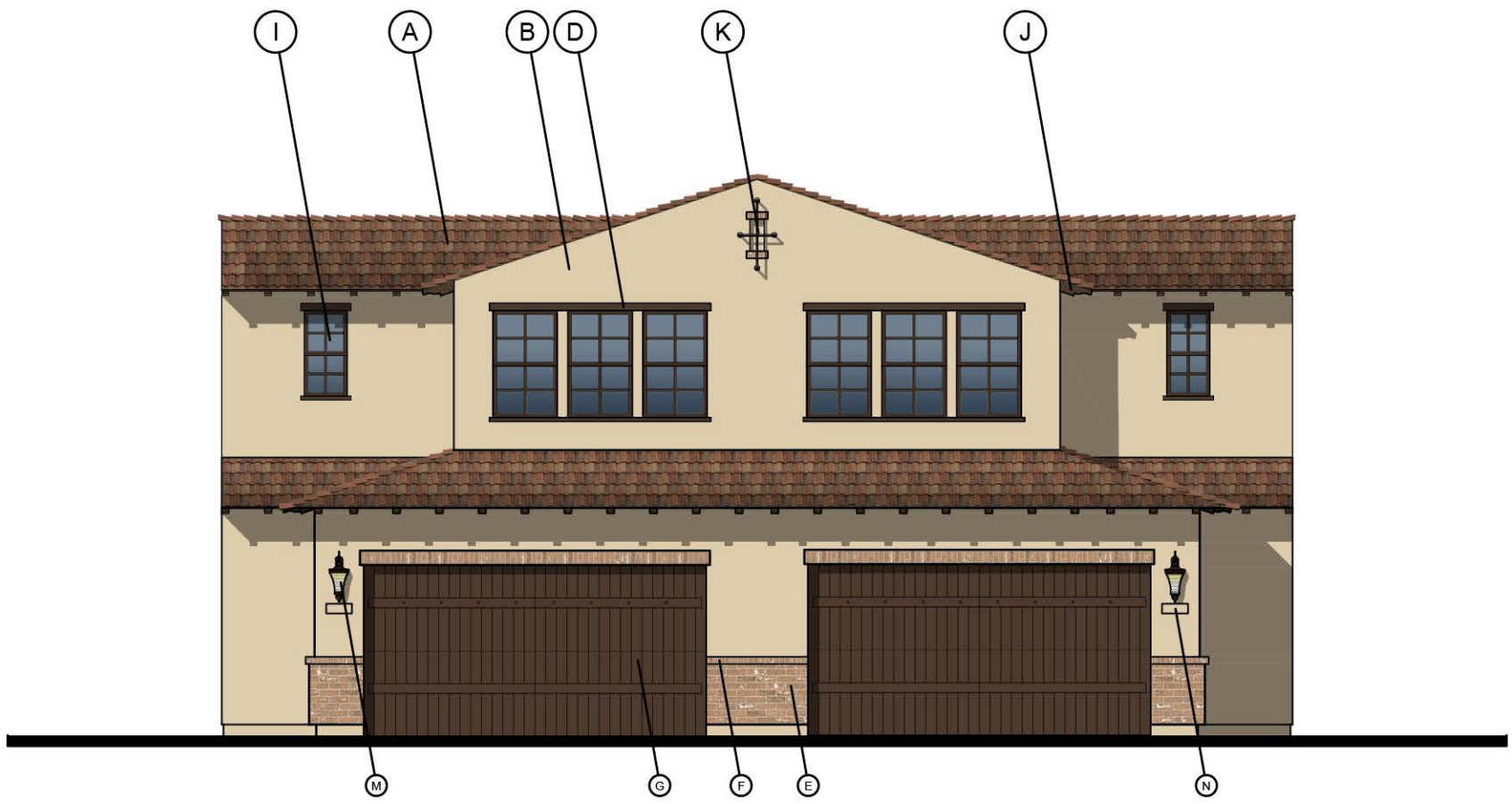
DATE 01-06-23

2031 Orchard Drive
Newport Beach, CA, 92660
949-553-9100

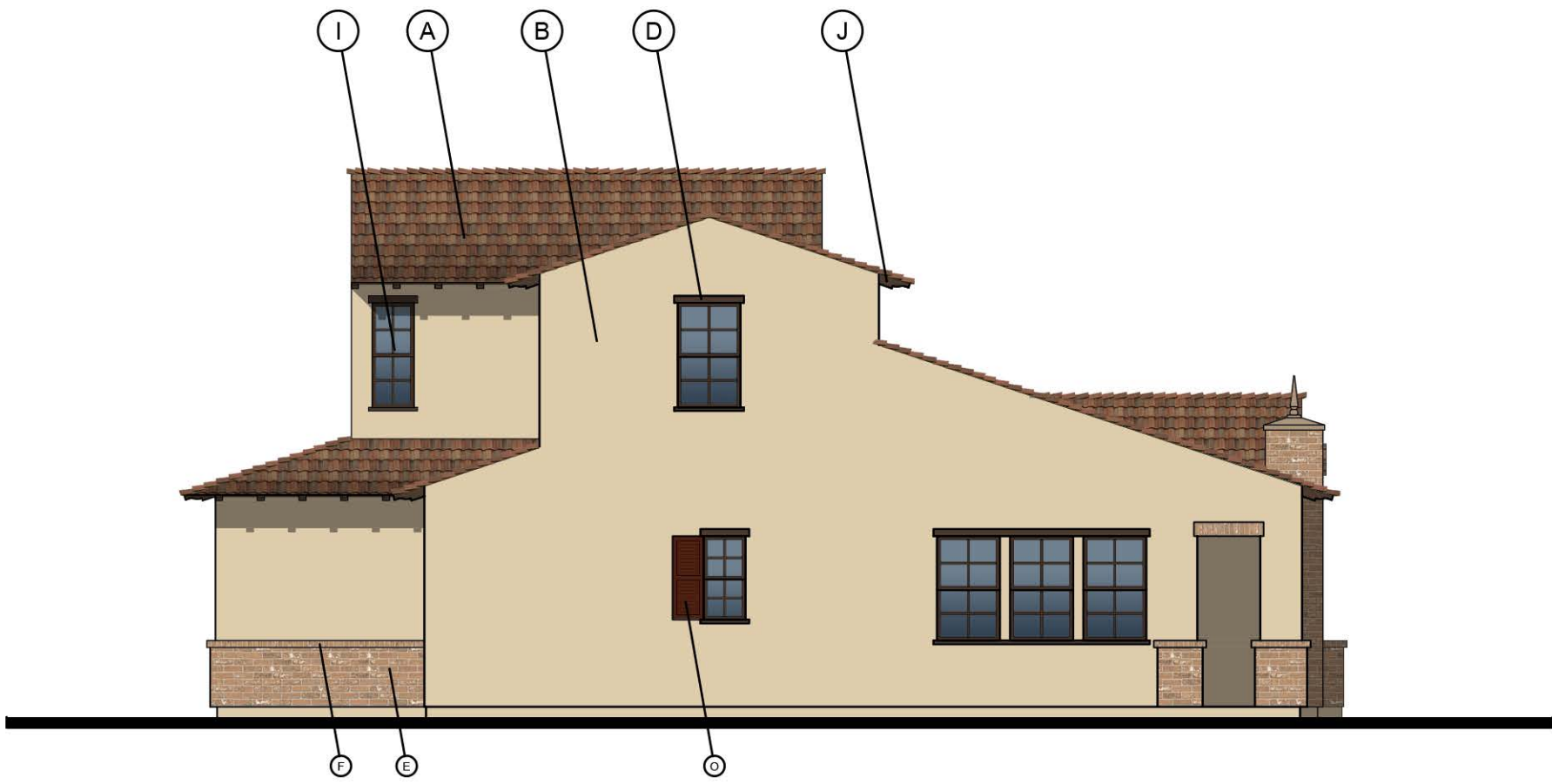


- MATERIAL LEGEND
- A. CONCRETE 'S' TILE
 - B. STUCCO FINISH
 - C. SIMULATED PRECAST TRIM
 - D. FOAM TRIM
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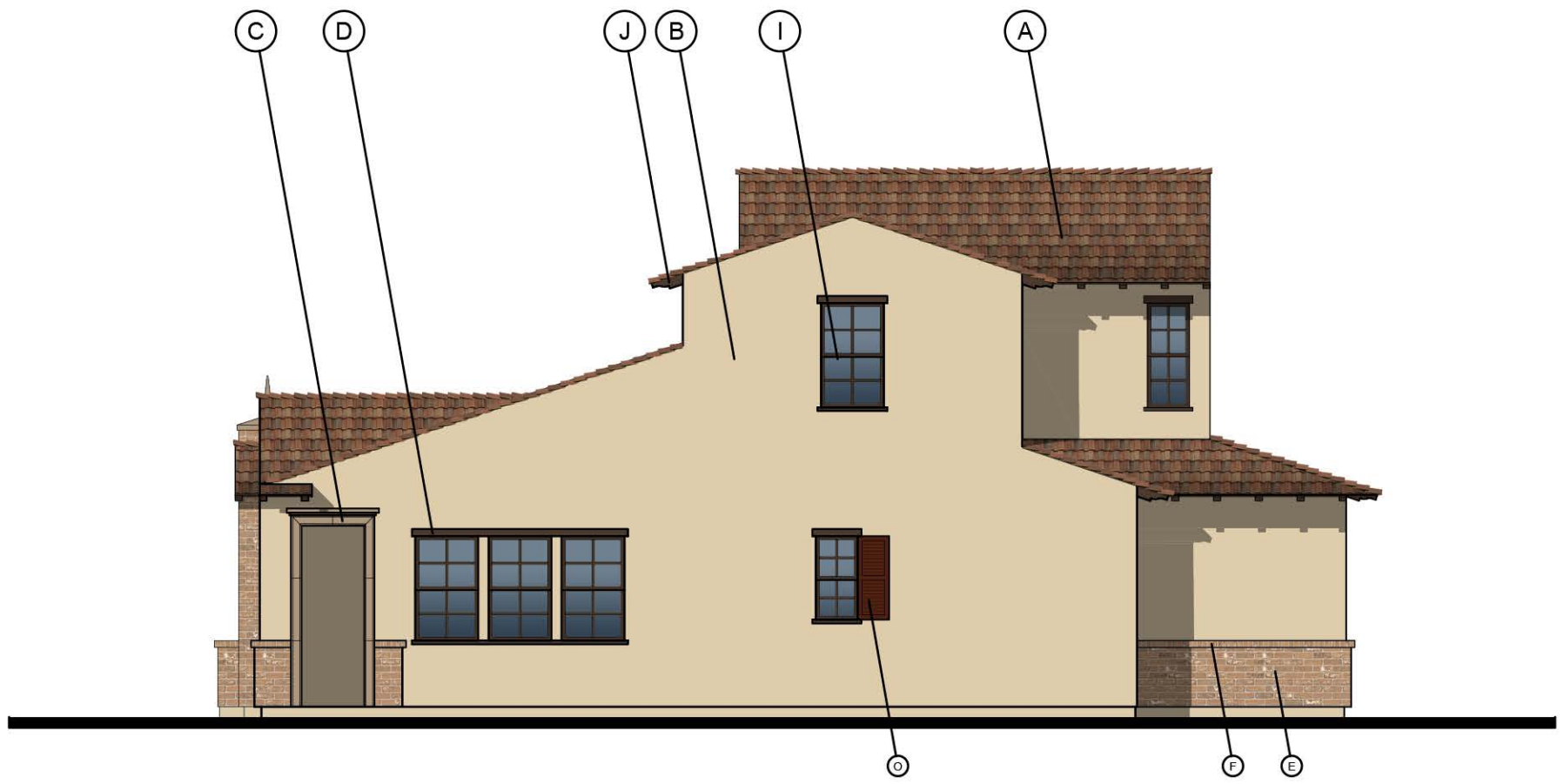
1 BUILDING 2 - FRONT ELEVATION
SCALE: 1/4" = 1'-0"



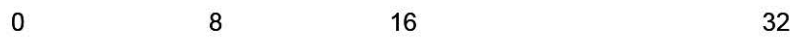
4 BLDG. 2 - REAR ELEVATION
SCALE: 1/8" = 1'-0"



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.

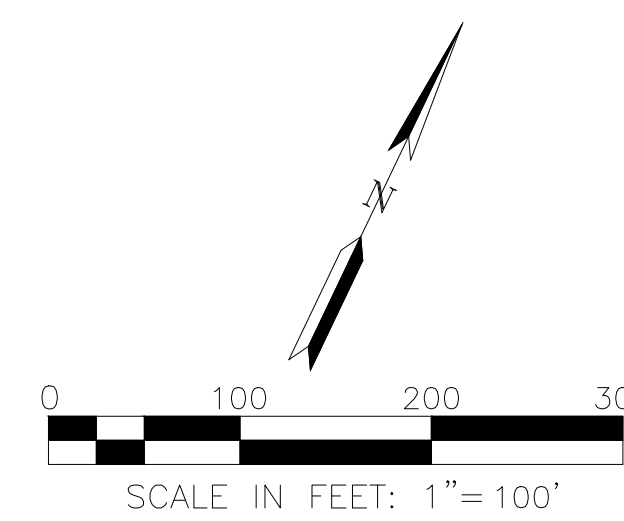
Housing Opportunities Summary*

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



PLOT DATE: March 23, 2023
FILE PATH: W:\Jobs\20\202013 - New Horizons\Drawings\Prelim\Applications\Planned Development (PD)\8 SITE PLAN-COURT HOME_TRADE_HOMES.dwg

- Notes
- Parcel configuration and street sections are preliminary and subject to refinement.

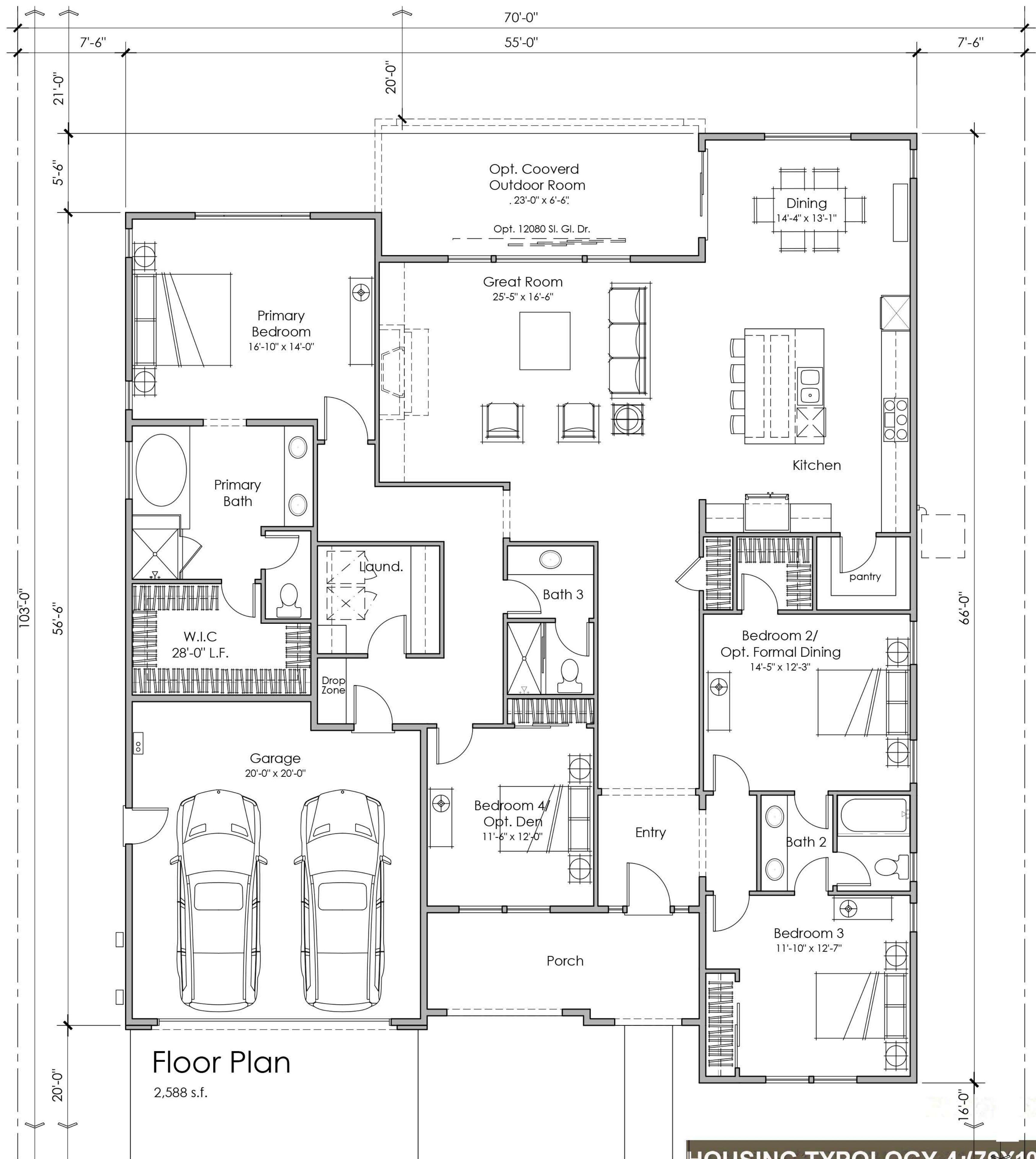
NEW HORIZONS AT MORGAN HILL

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)

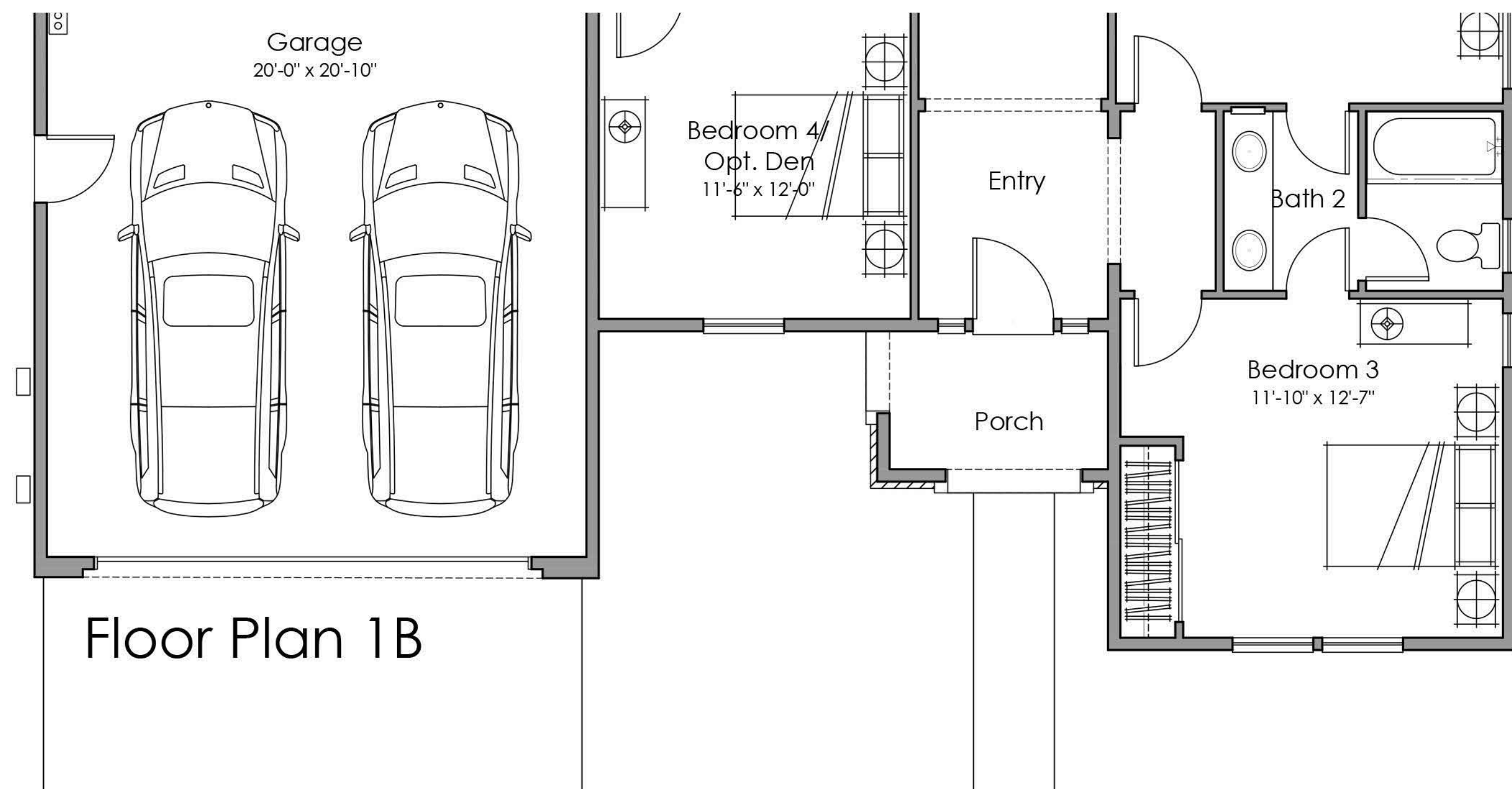
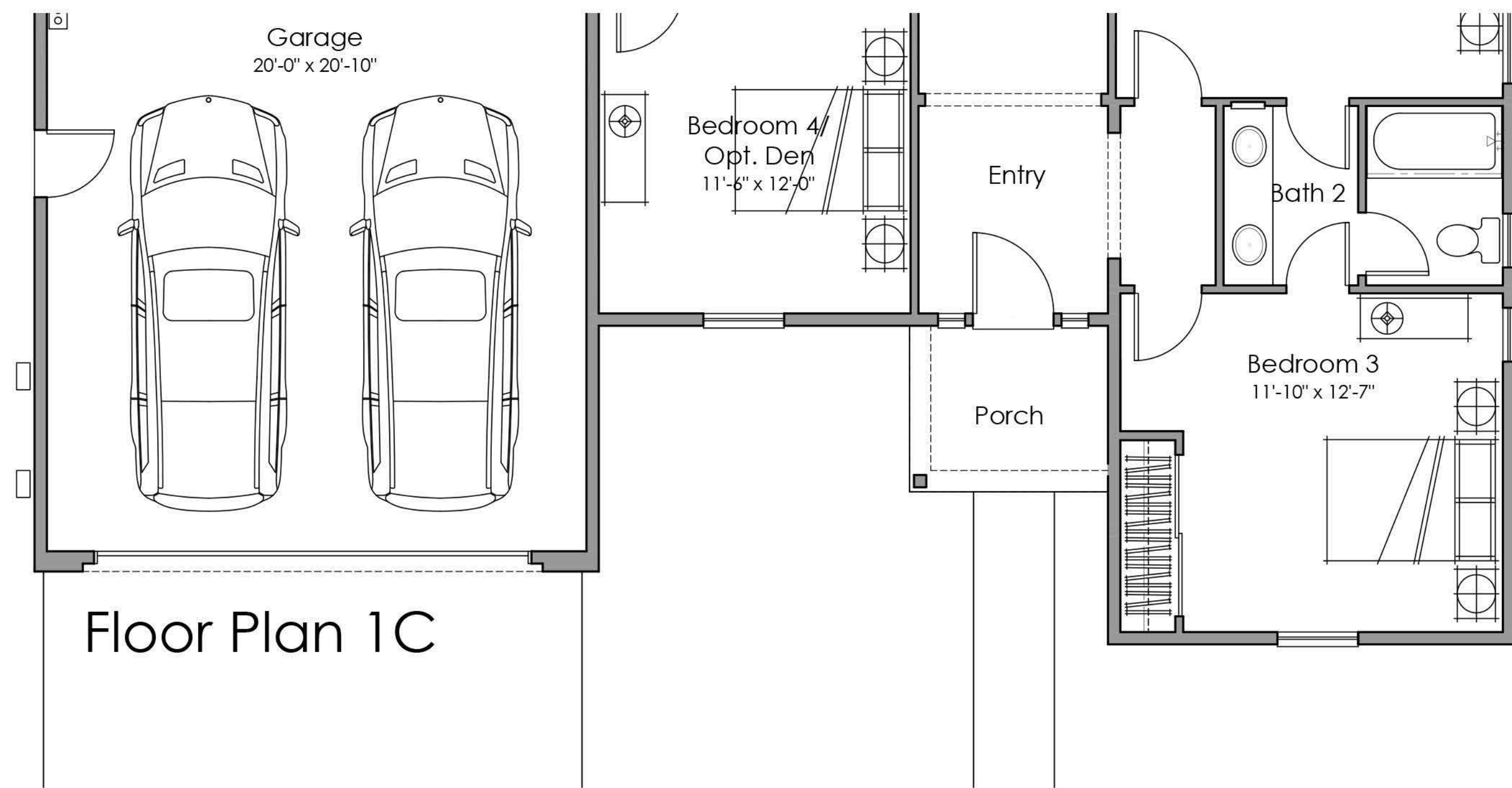
NEW HORIZONS AT MORGAN HILL

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)

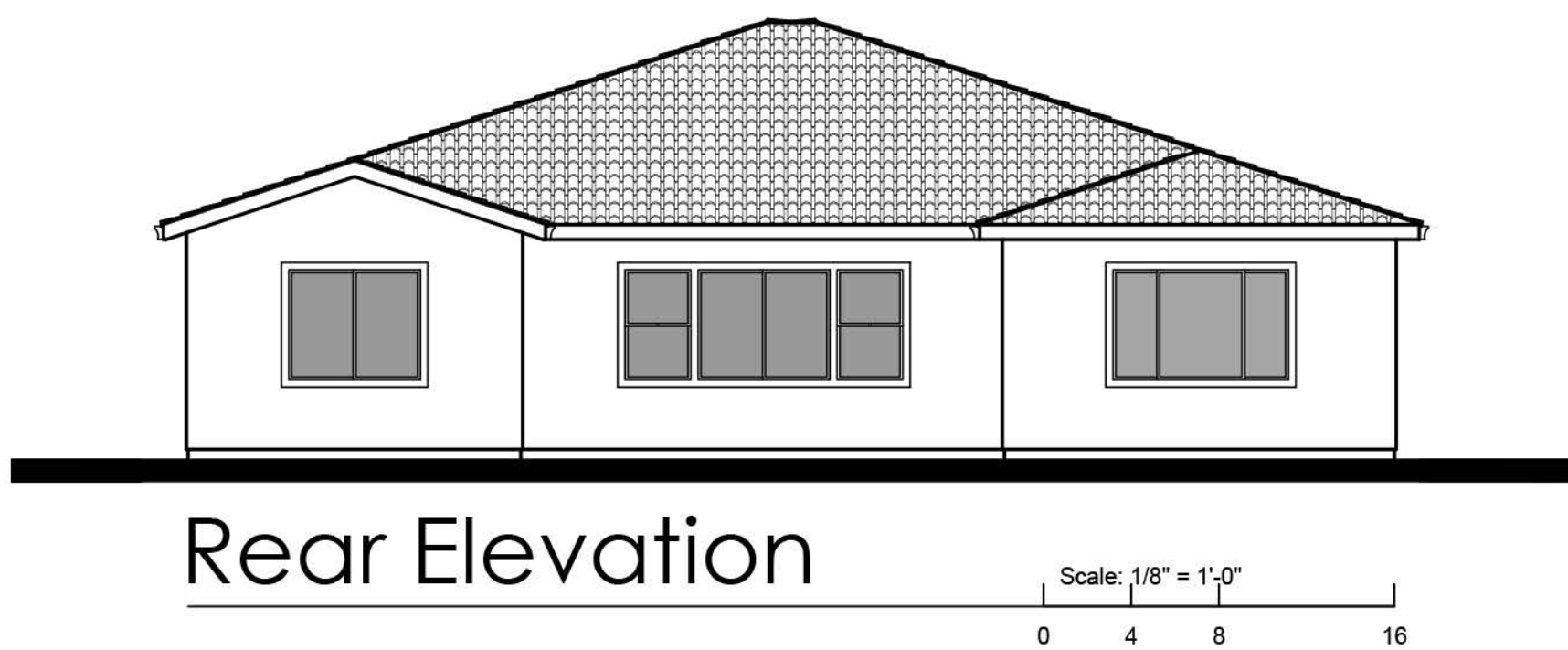


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

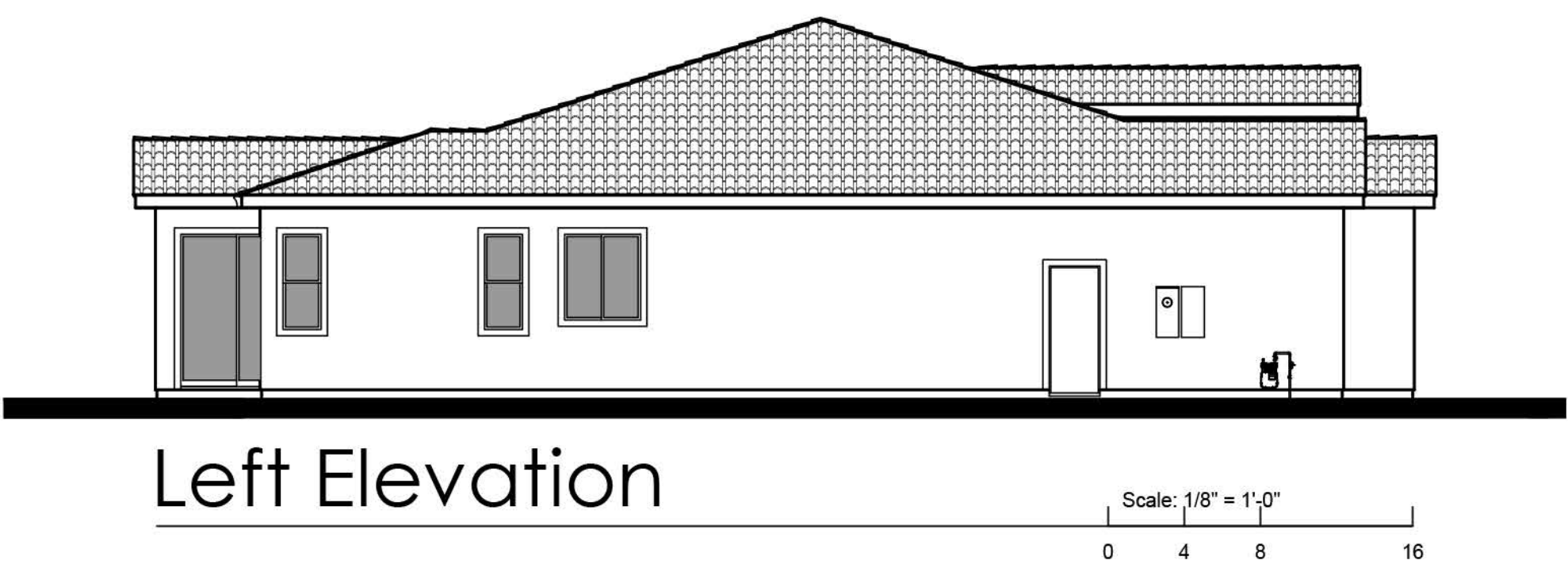
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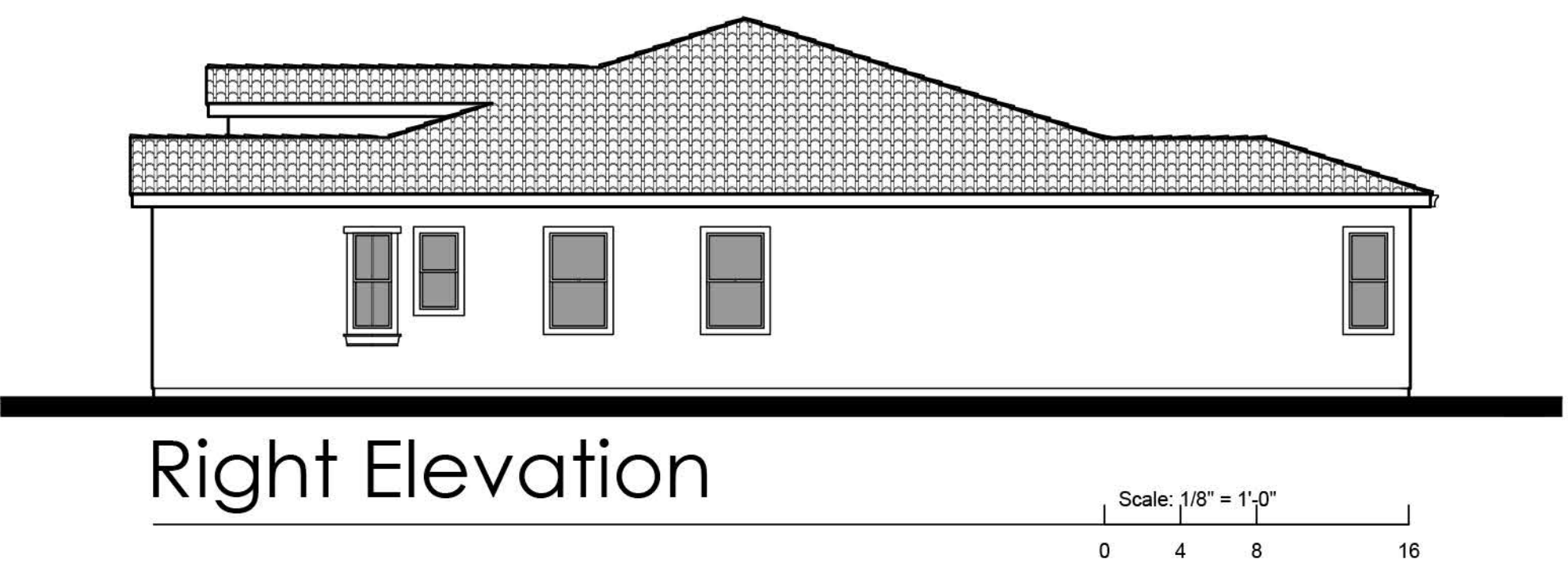
Elevation 1A - Spanish



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



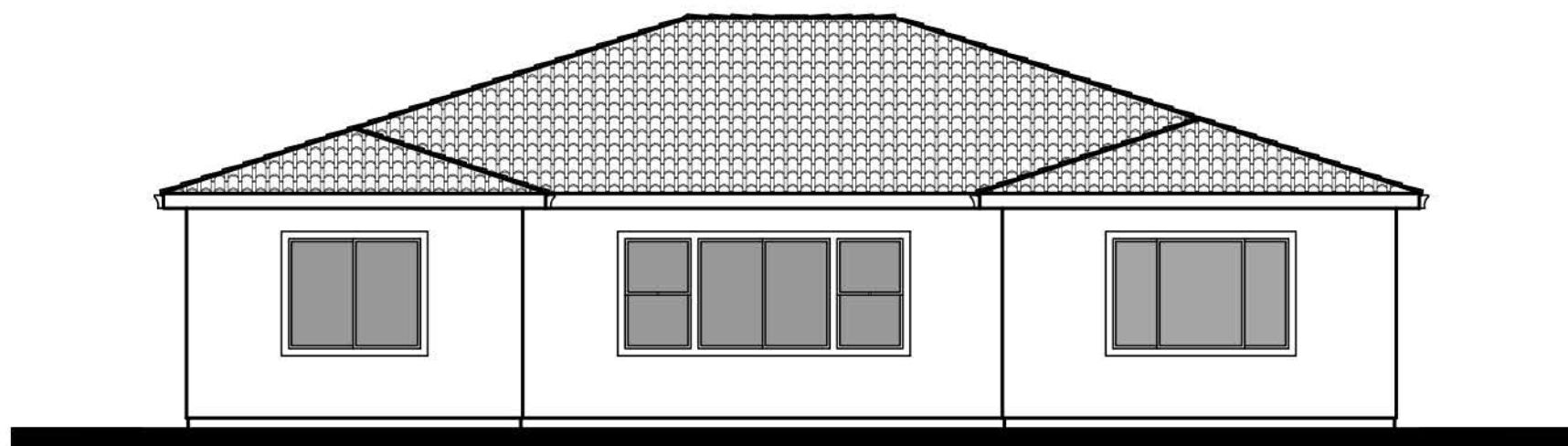
JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A4.1



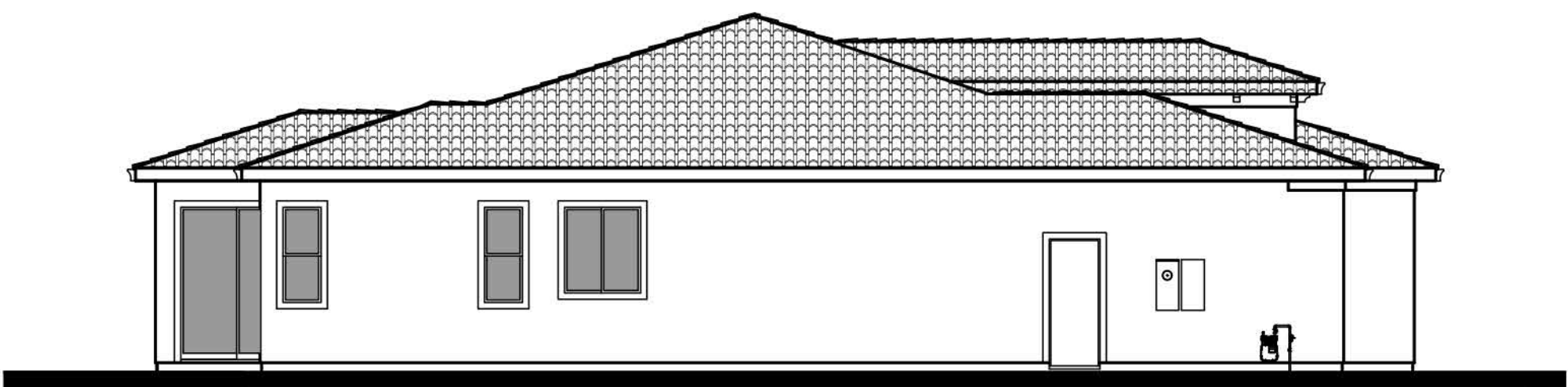
Elevation 1B - Italianate

Scale: 1/4" = 1'-0"
0 2 4 8



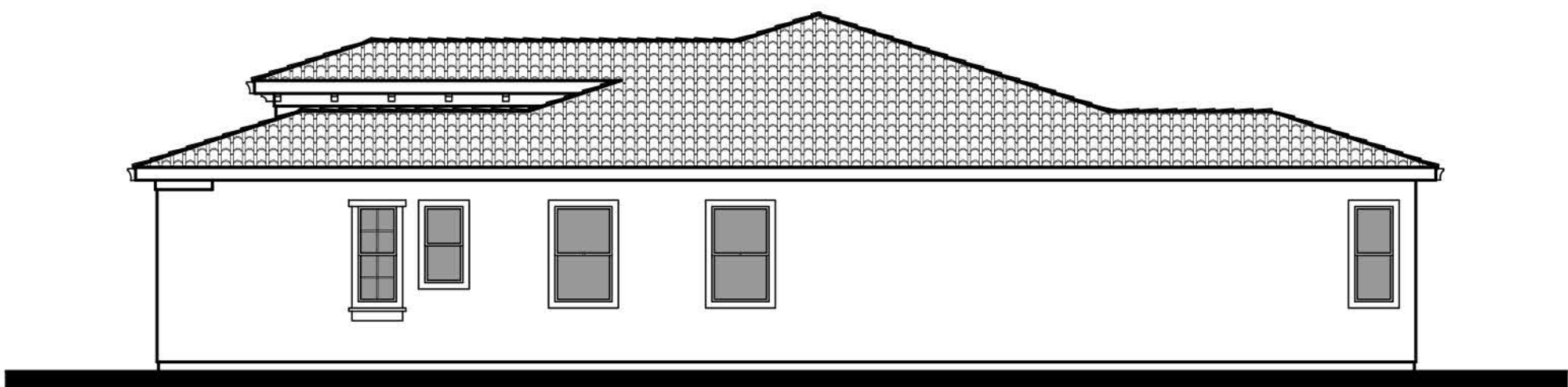
Rear Elevation

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



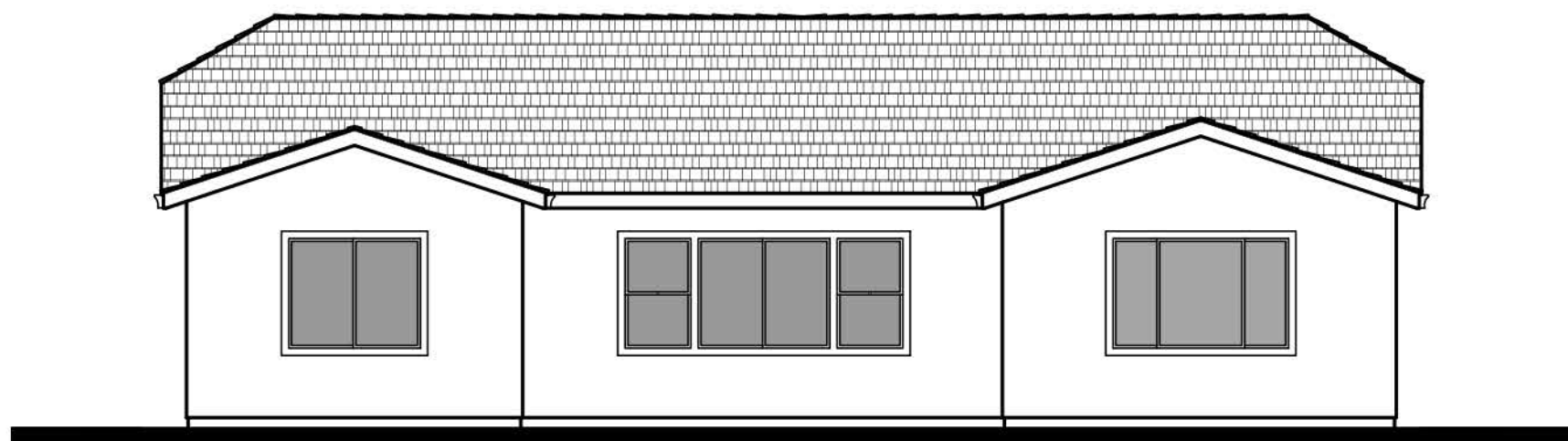
JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A4.2



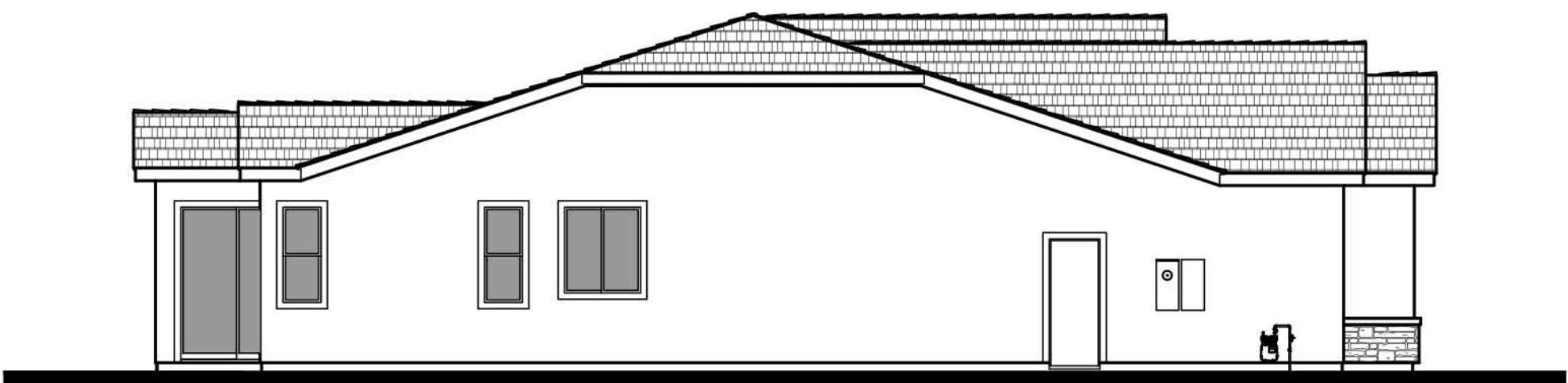
Elevation 1C - French Country

Scale: 1/4" = 1'-0"



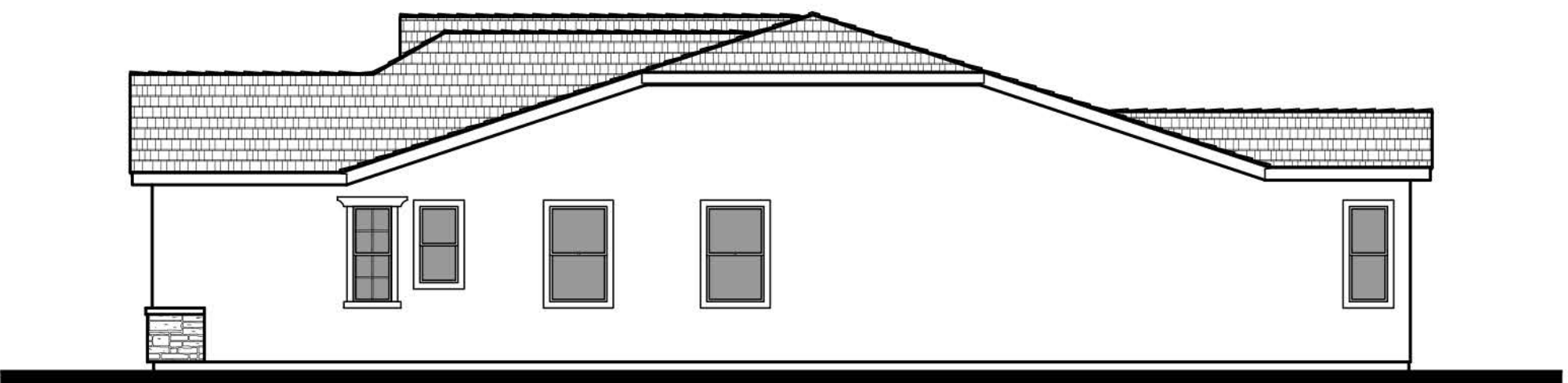
Rear Elevation

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)

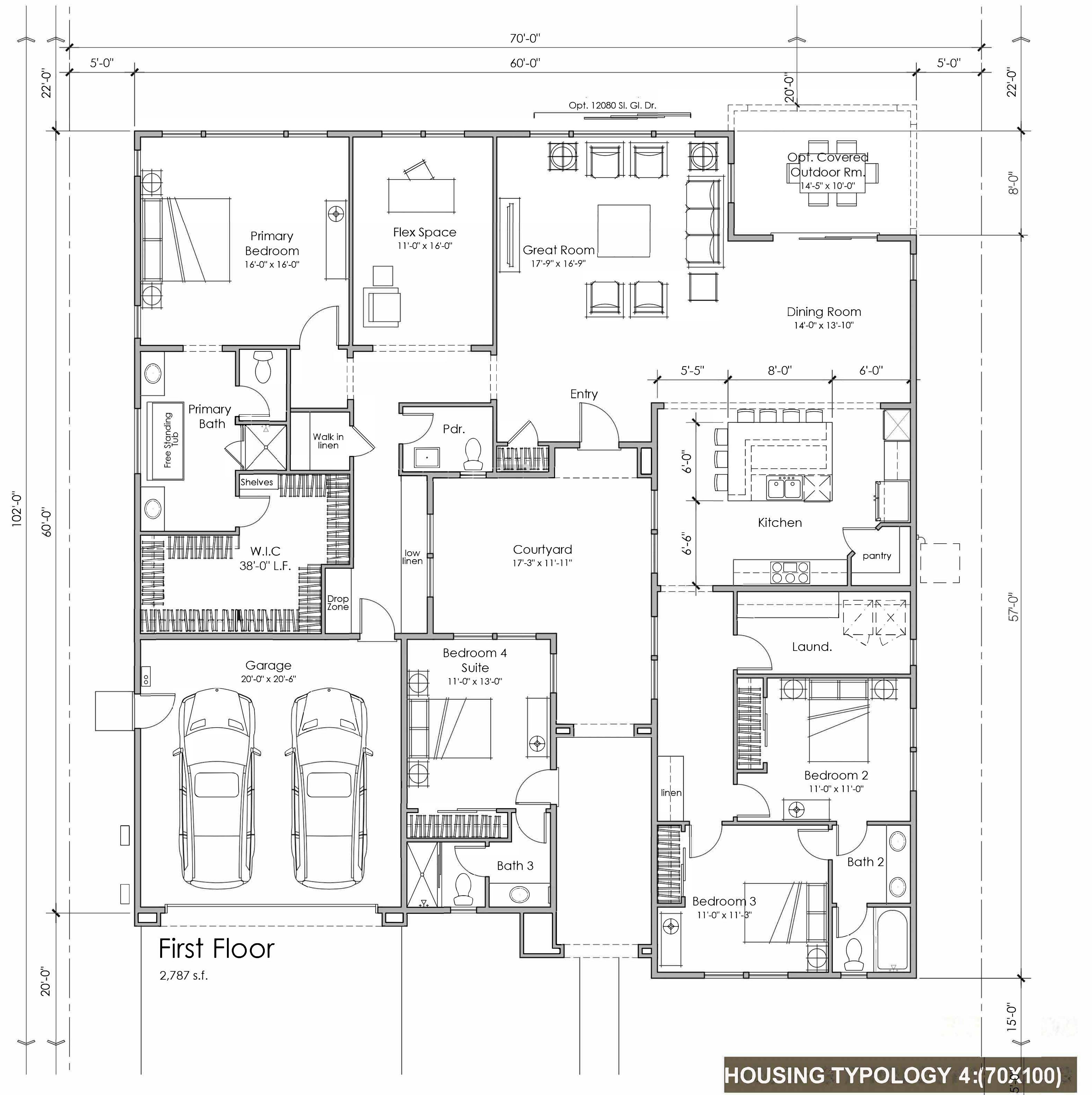
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A4.3



HOUSING TYPOLOGY 4: (70X100)

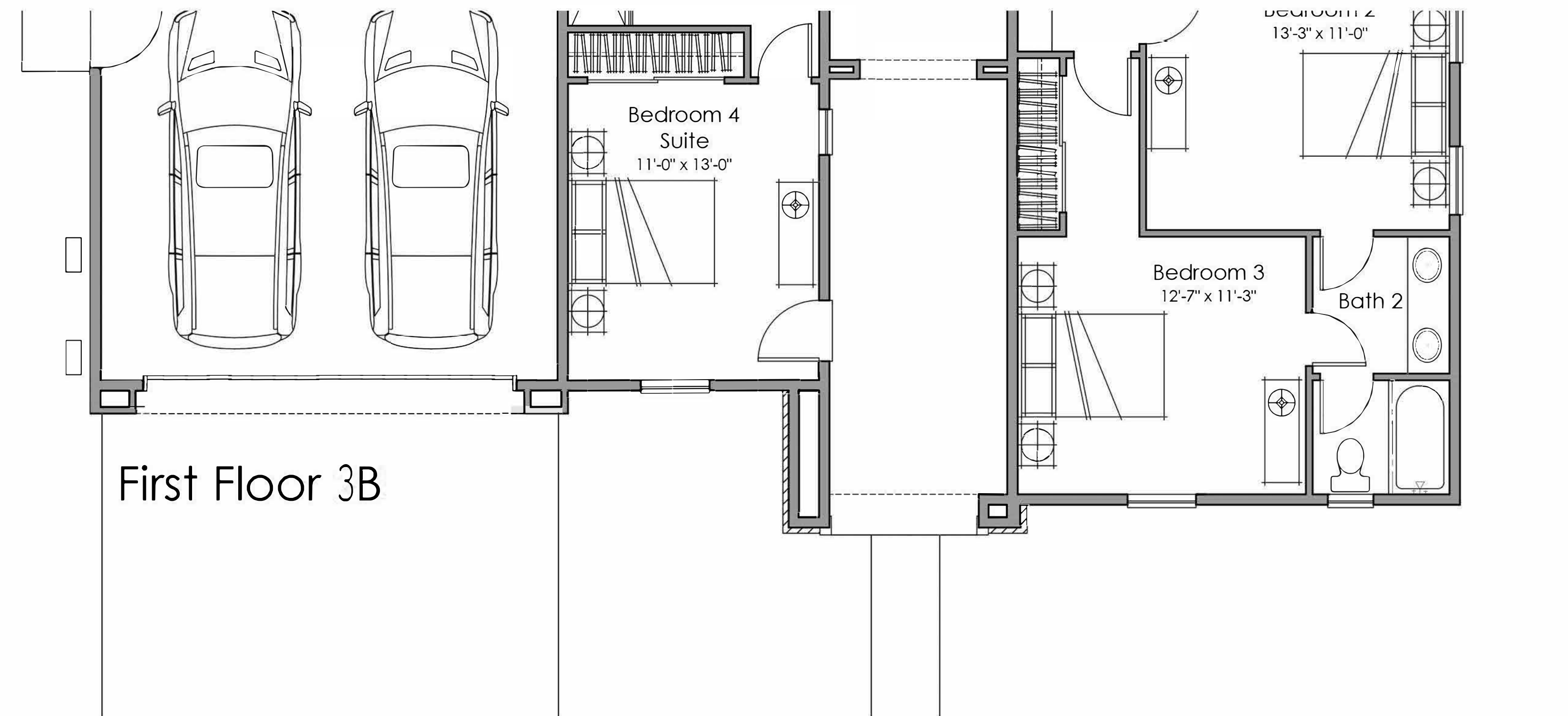
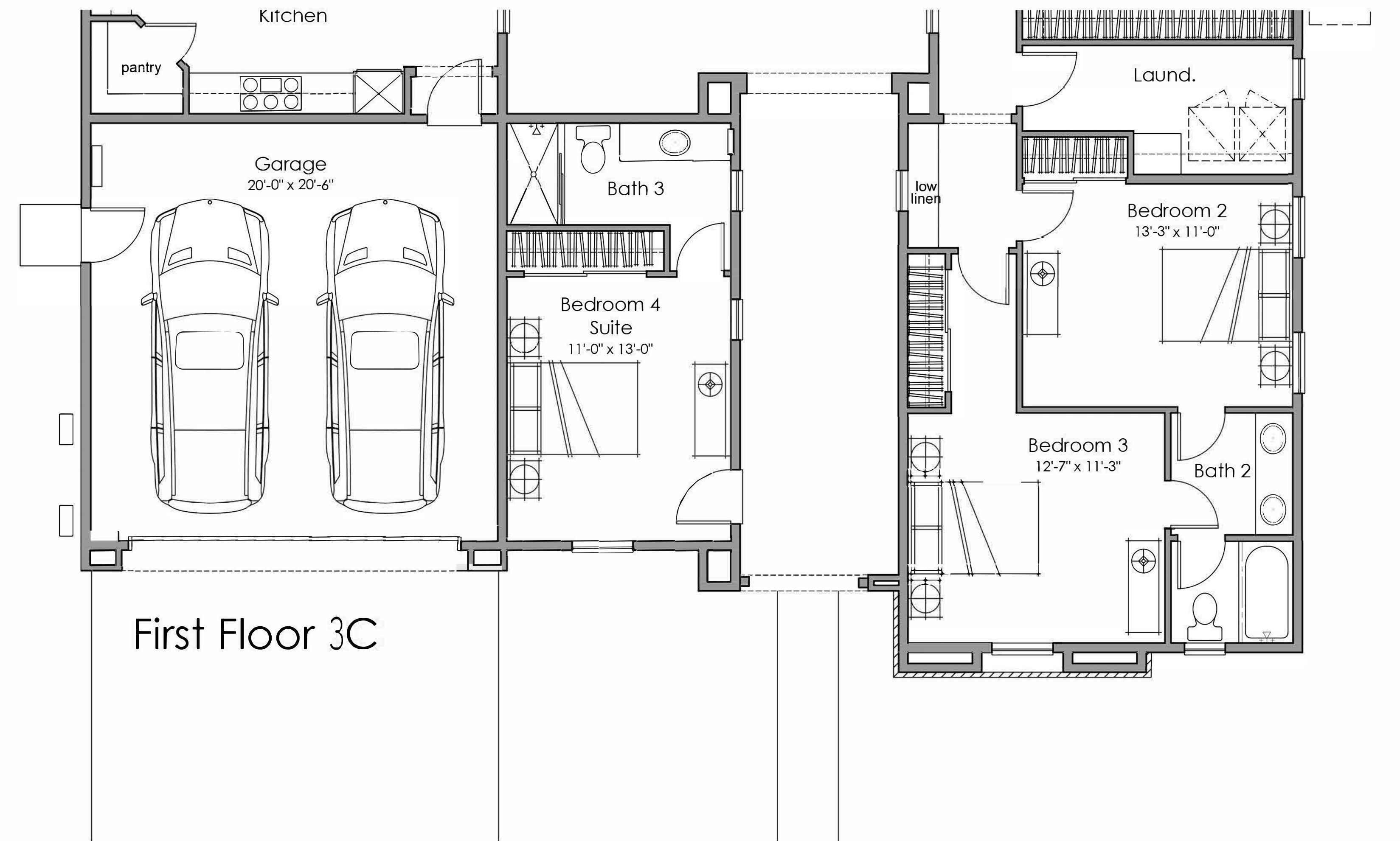
NEW HORIZONS AT MORGAN HILL

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

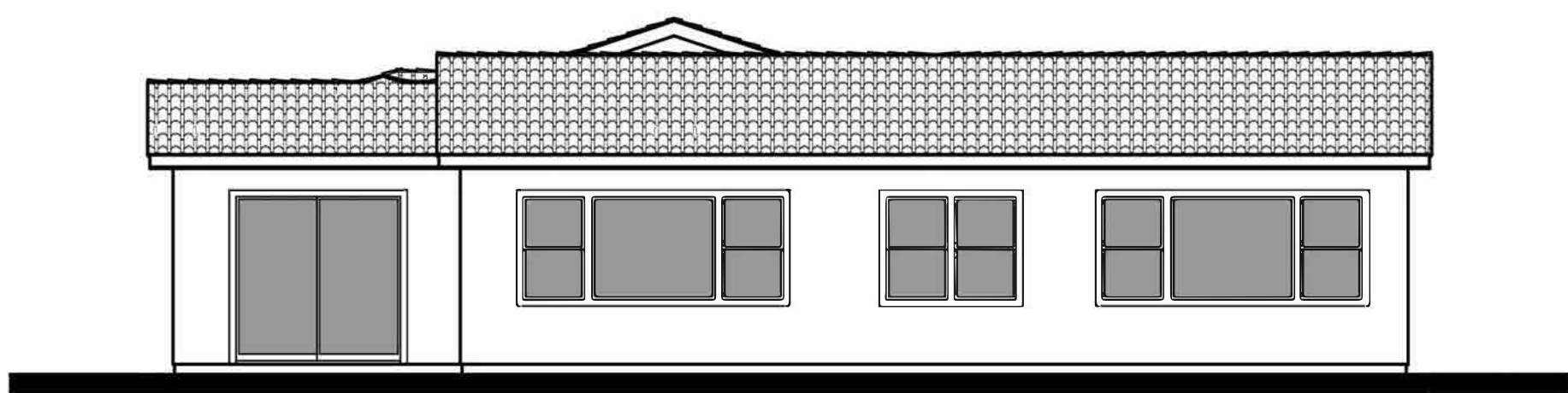


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

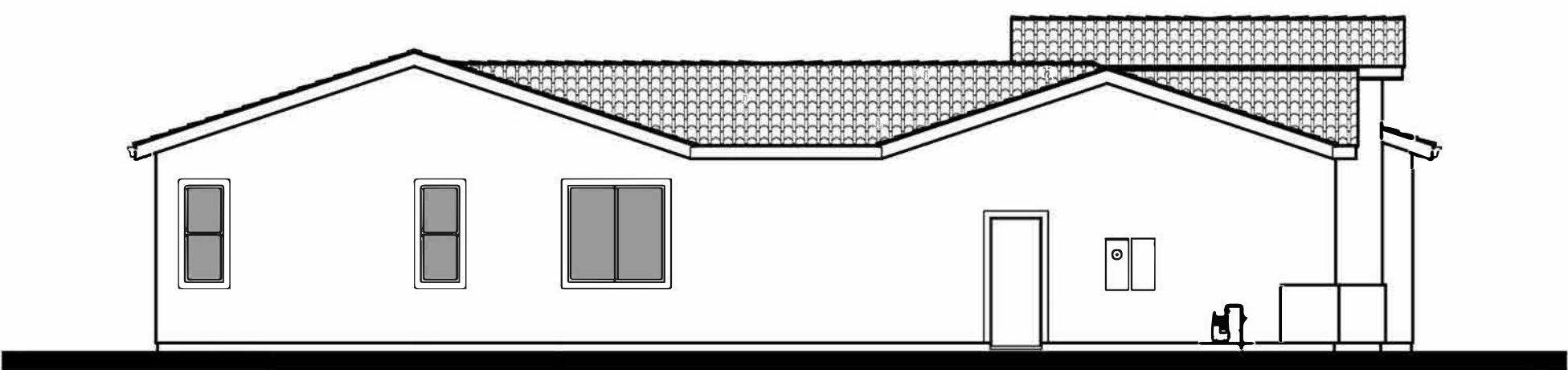
A4.4.1



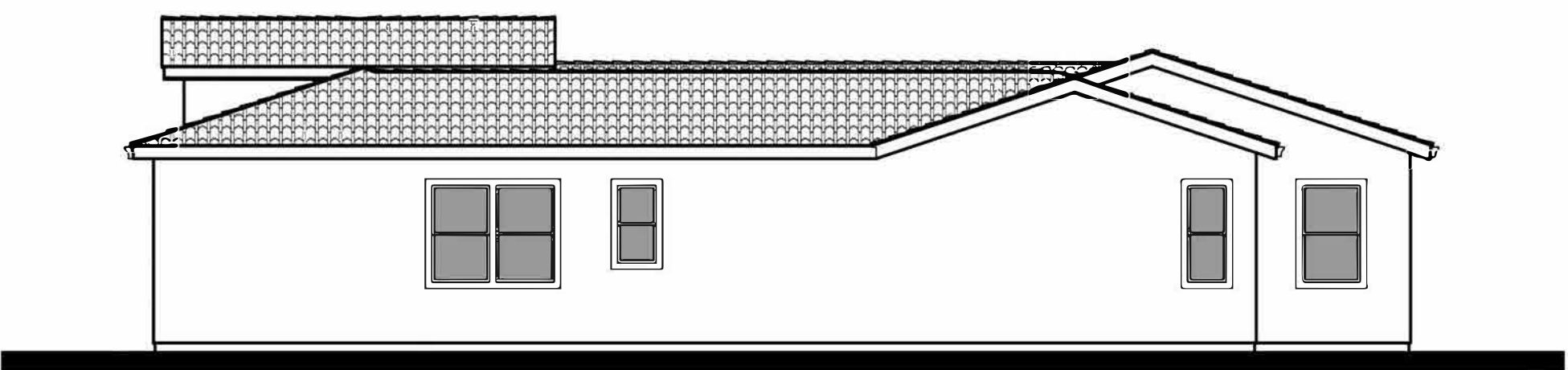
Elevation 3A - Spanish



Rear Elevation



Left Elevation



Right Elevation

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

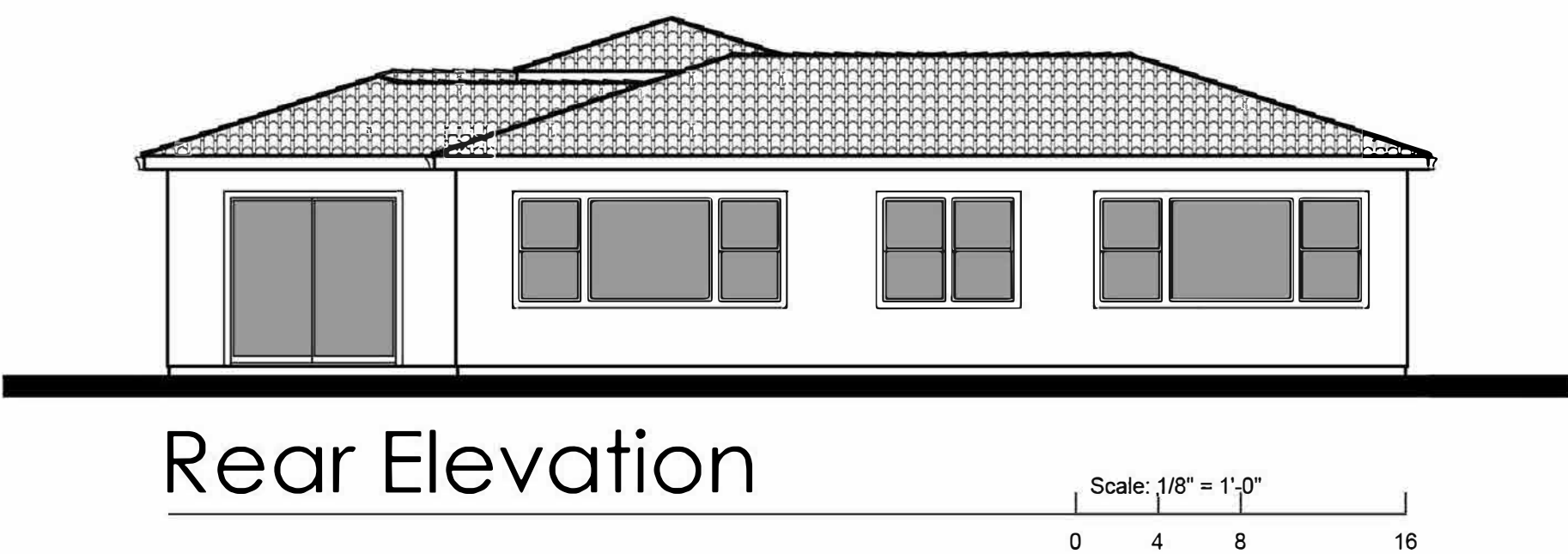


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

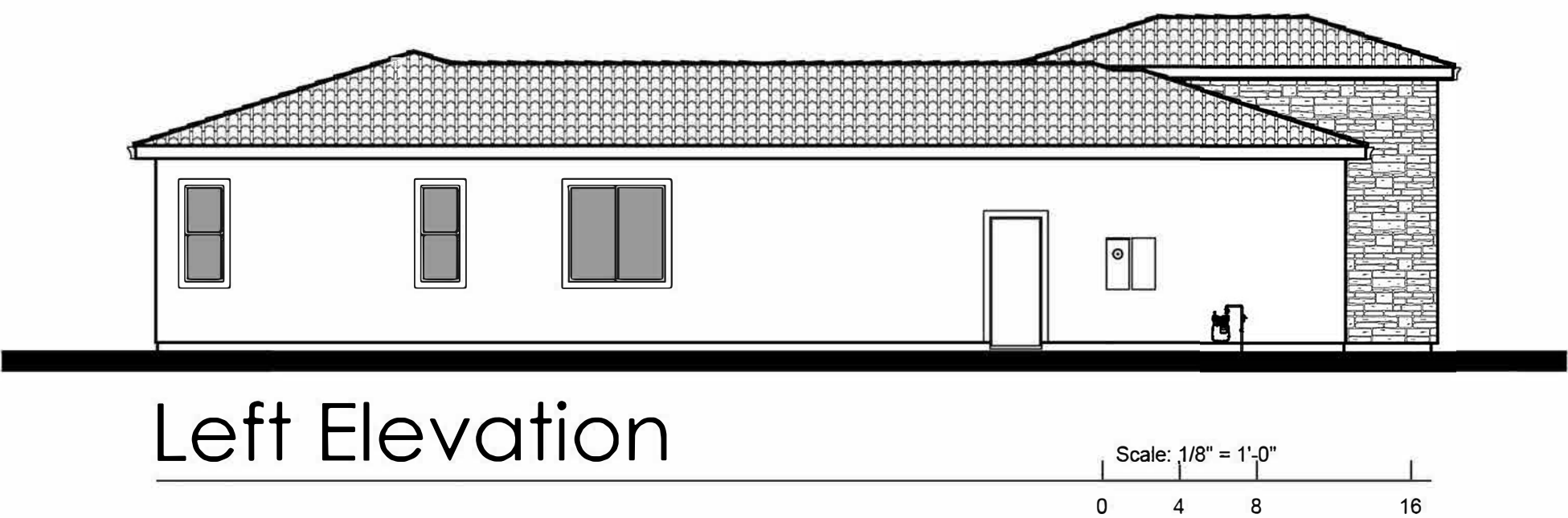
A4.5



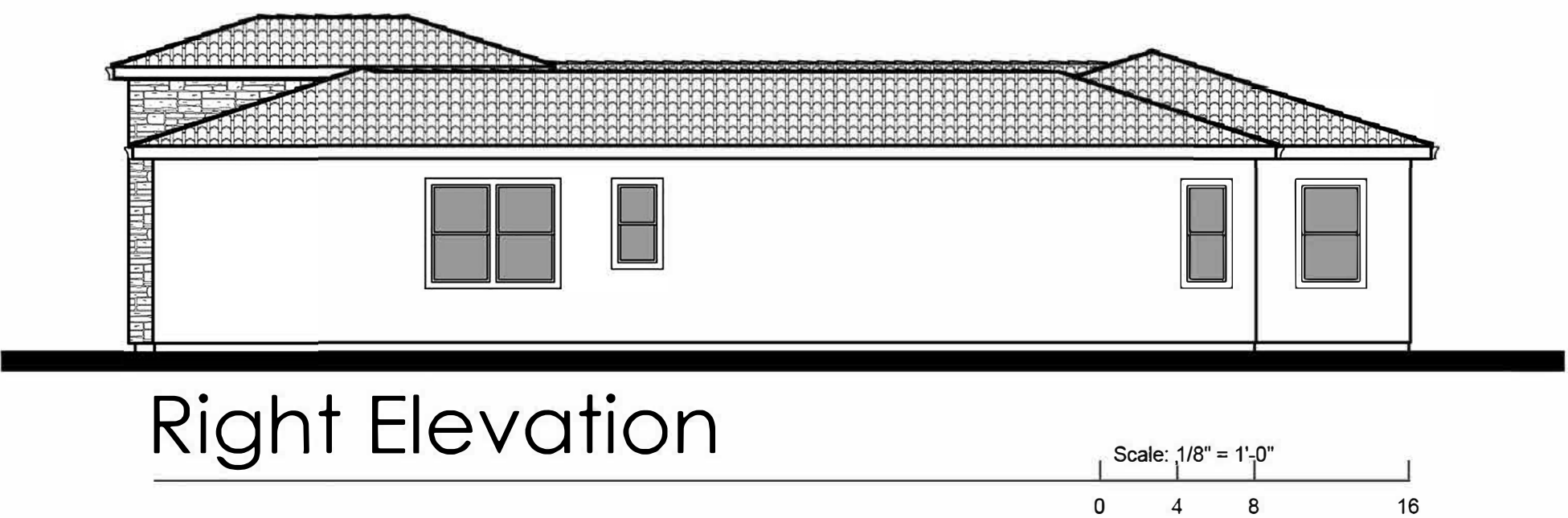
Elevation 3B - Italianate



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

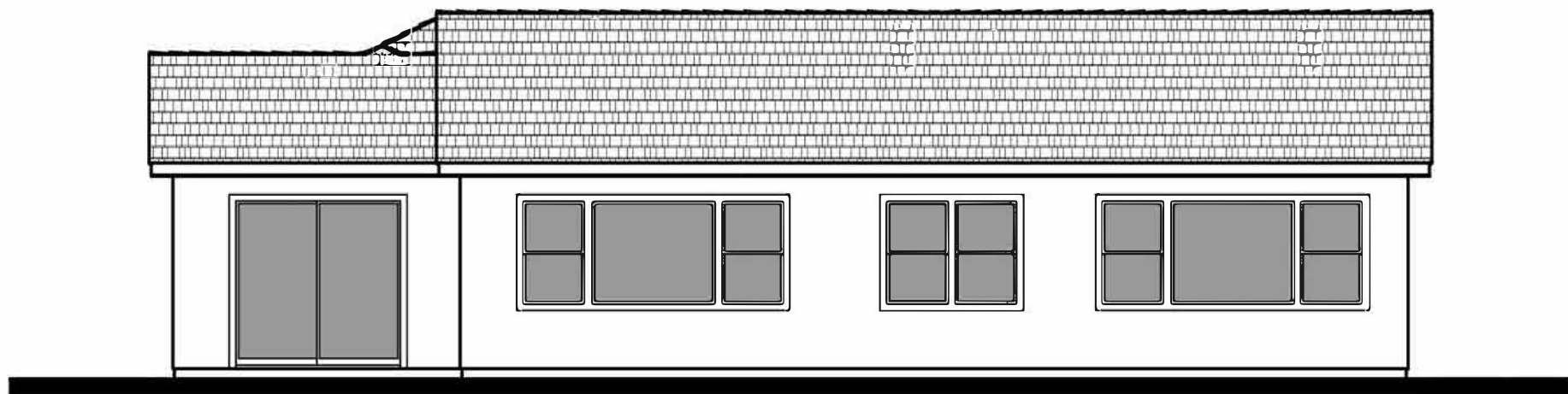
HOUSING TYPOLOGY 4:(70X100)

PLAN 3, ELEV. B
ITALIANATE
ELEVATIONS



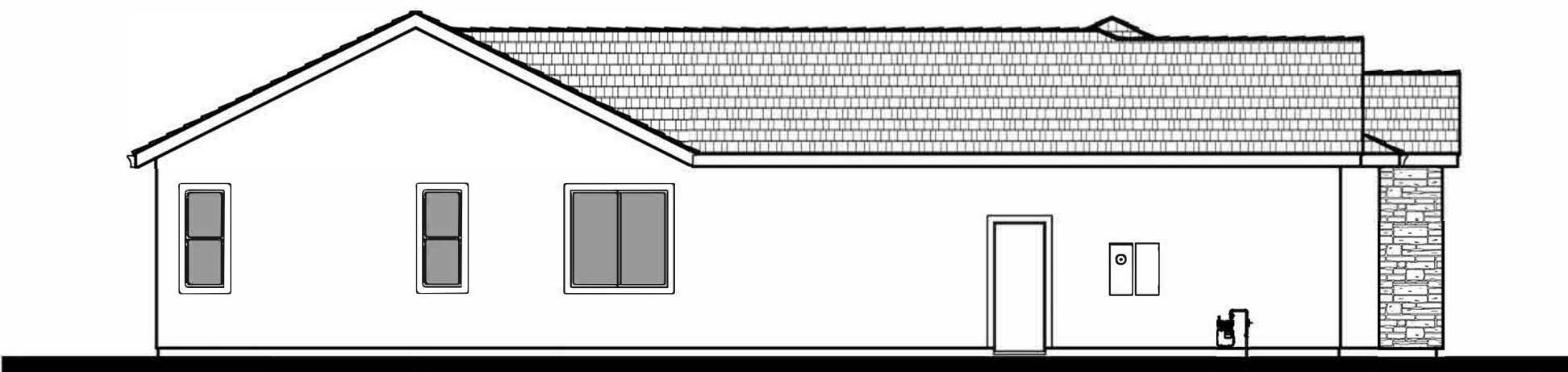
Elevation 3C - French Country

Scale: 1/4" = 1'-0"



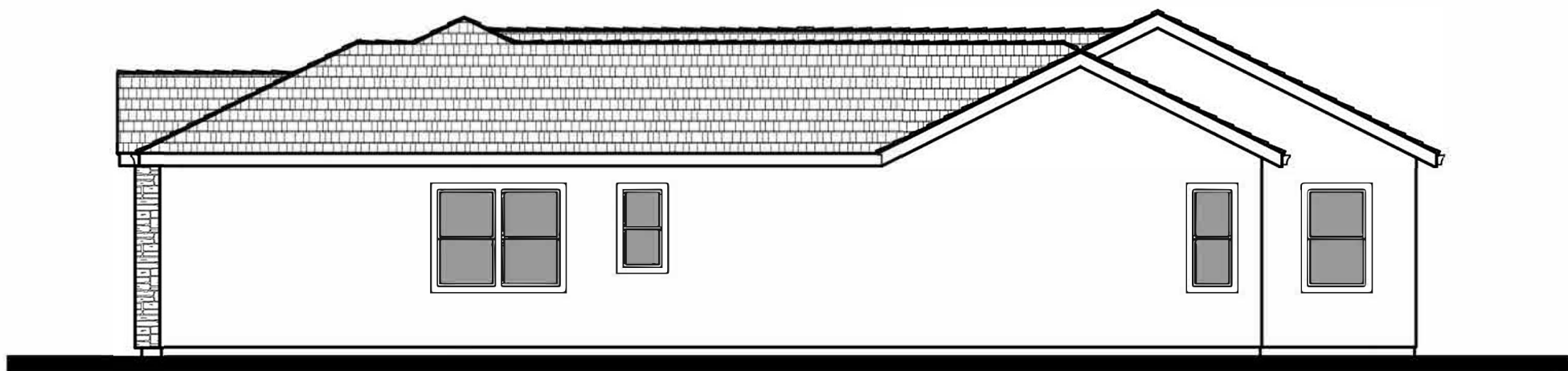
Rear Elevation

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

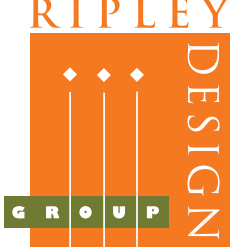
Conceptual Streetscene

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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								A8.2	Exterior Color & Materials
								A8.3	Exterior Color & Materials

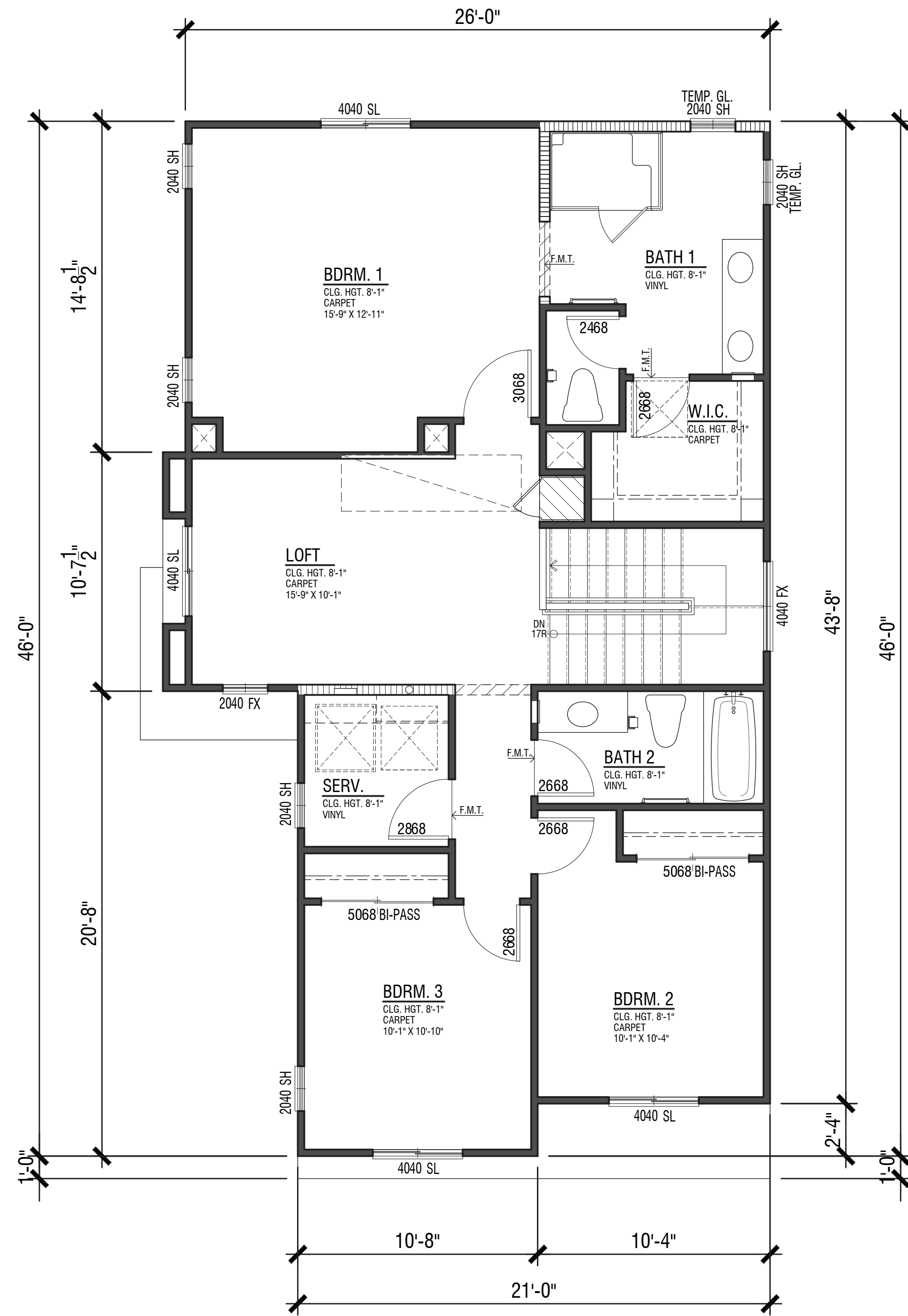
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



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DATE	NOV. 2021
SCALE	AS SHOWN

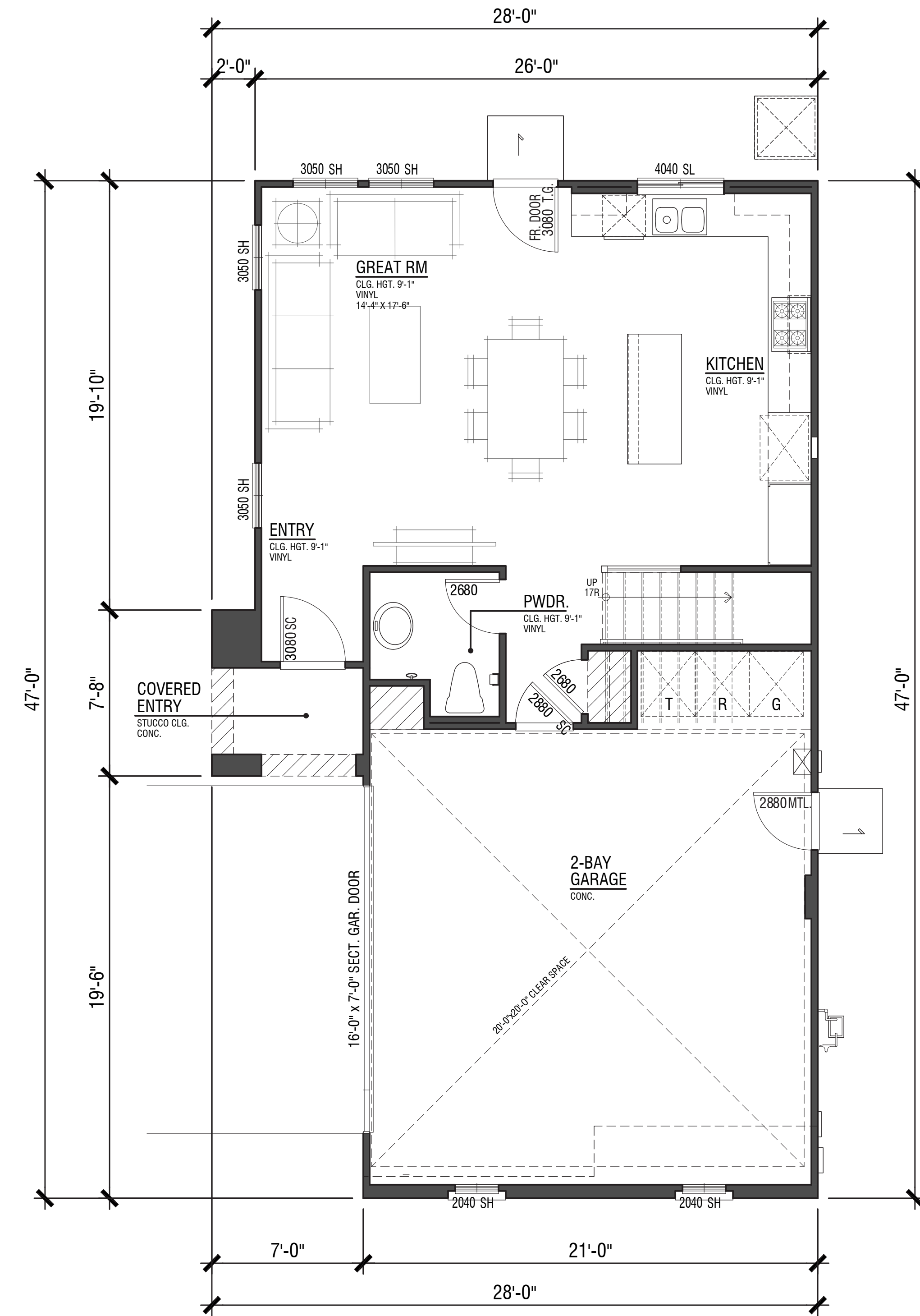
CS



Upper Floor 1,033 SF

PLAN 1642

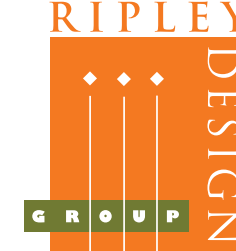
1,642 SF
3 Bdrm | 2.5 Bath | Loft
2-Car Garage



Lower Floor 609 SF

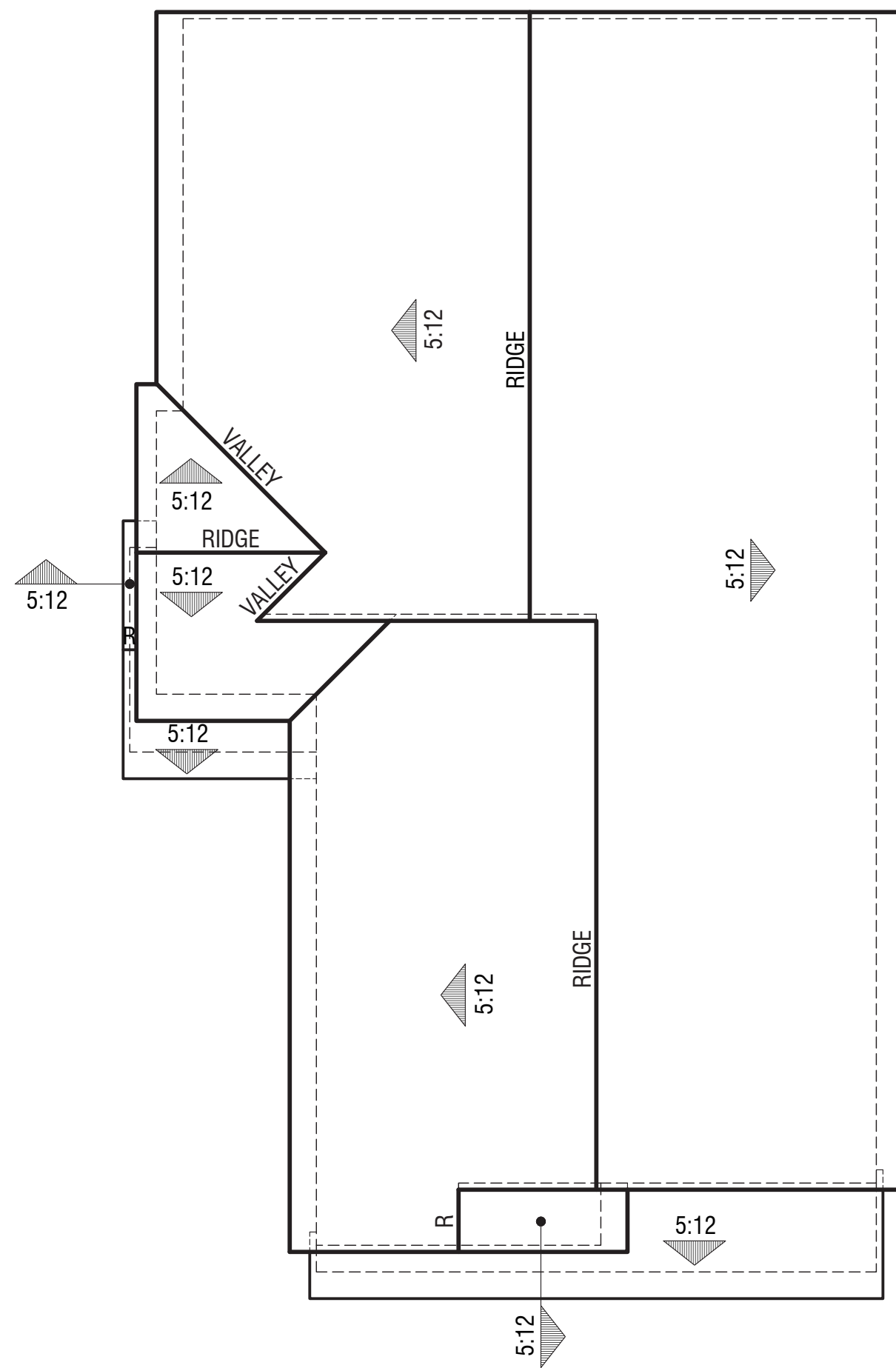
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

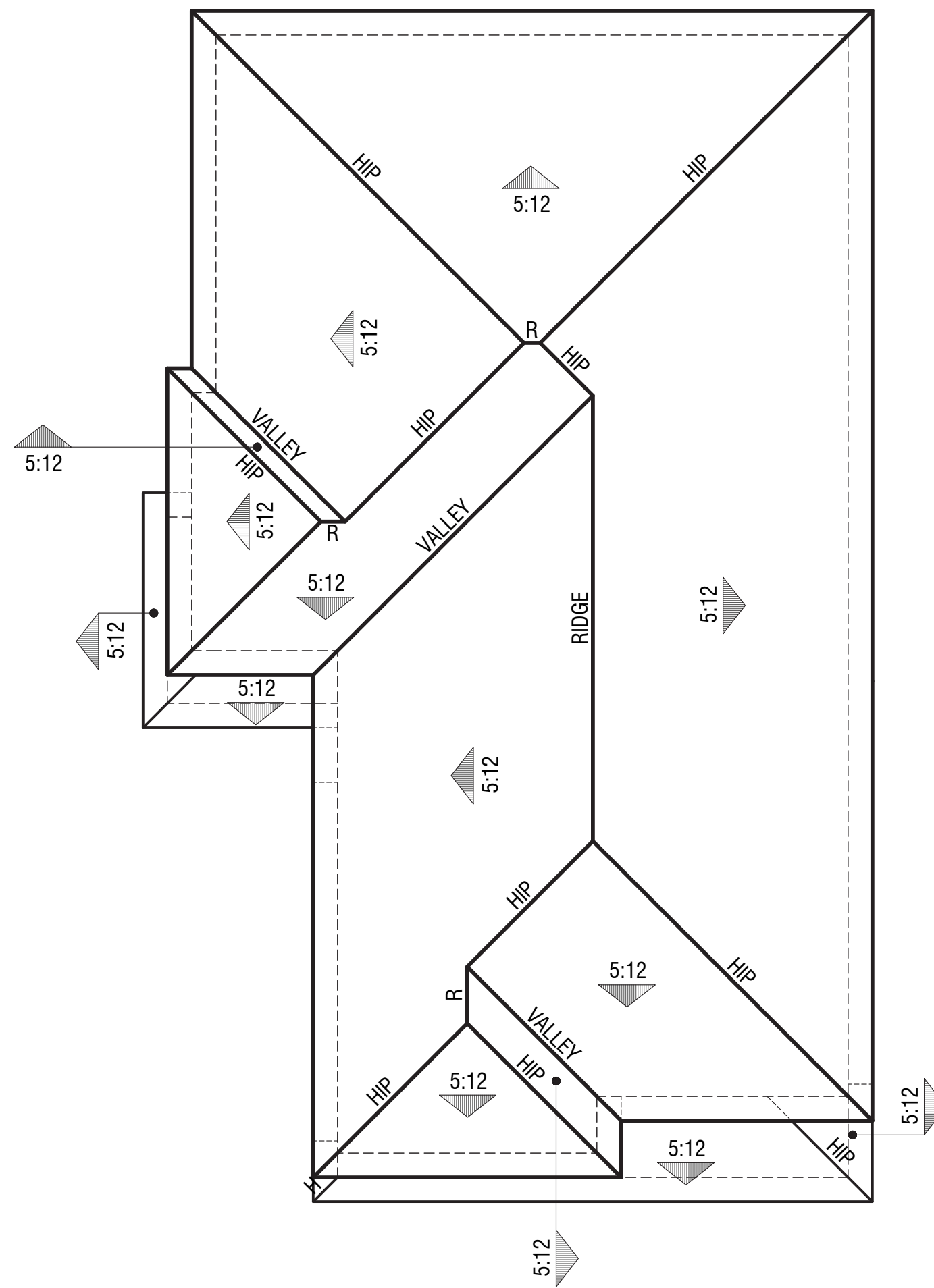


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

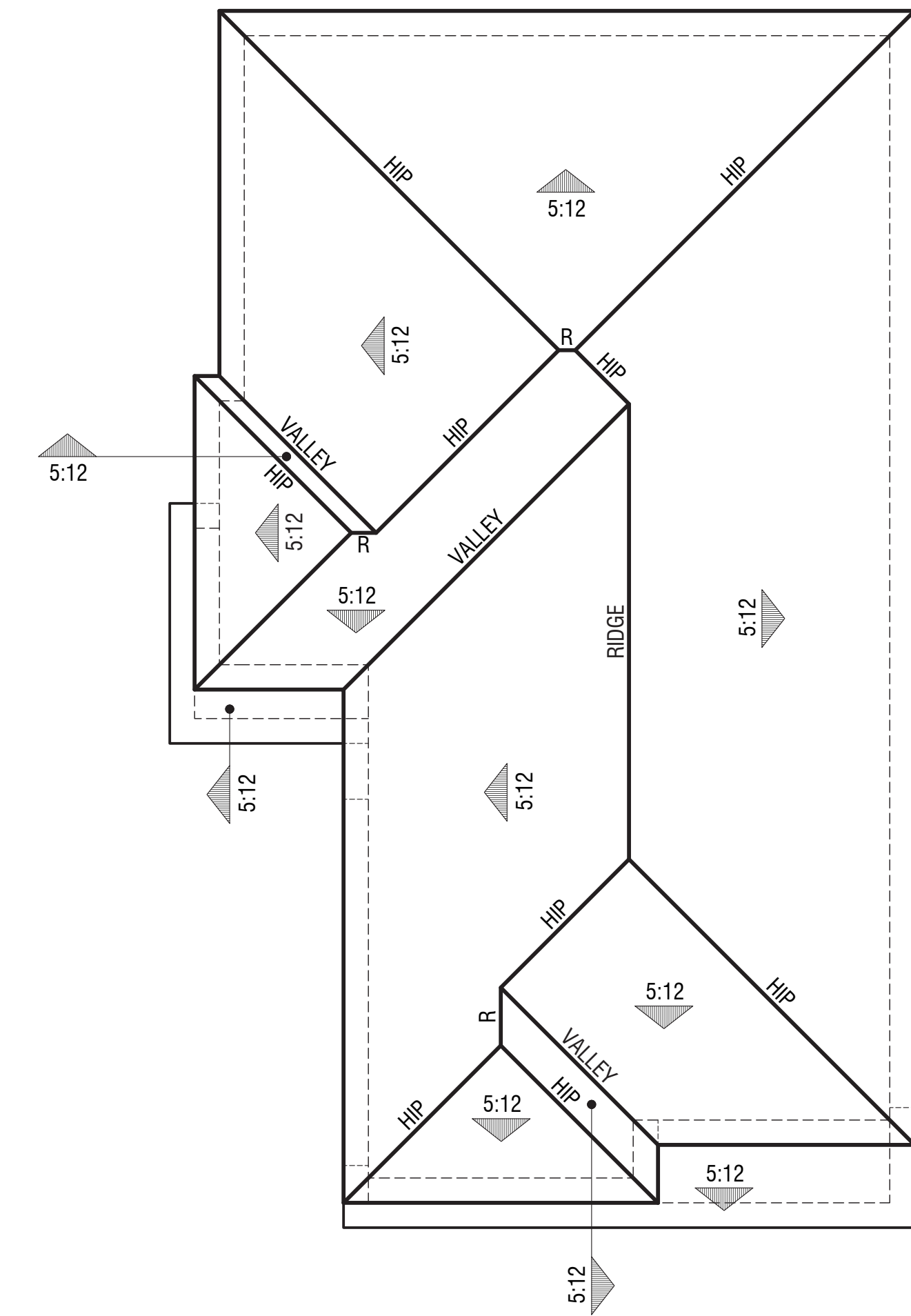
A1.1



Spanish Elevation



Italianate Elevation



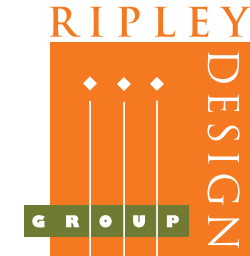
Mediterranean Elevation

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



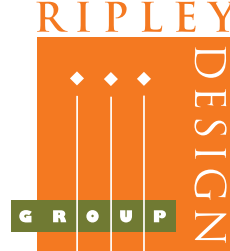
Italianate Elevation



Mediterranean Elevation

PLAN 1642 Front Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC

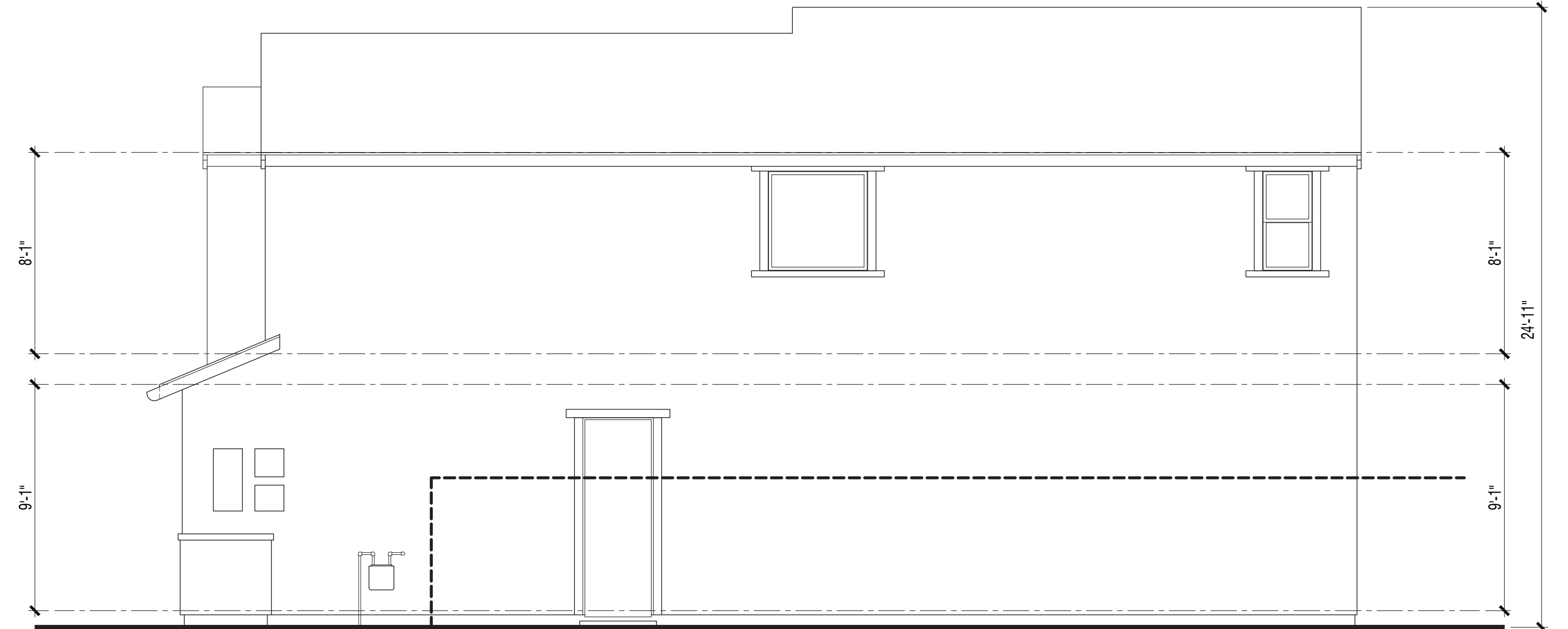


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A1.3



Right Elevation



Rear Elevation



Left Elevation



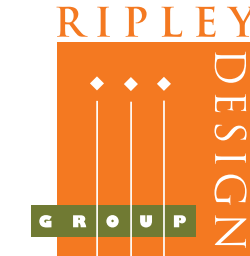
Front Elevation

PLAN 1642

Spanish Elevations

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

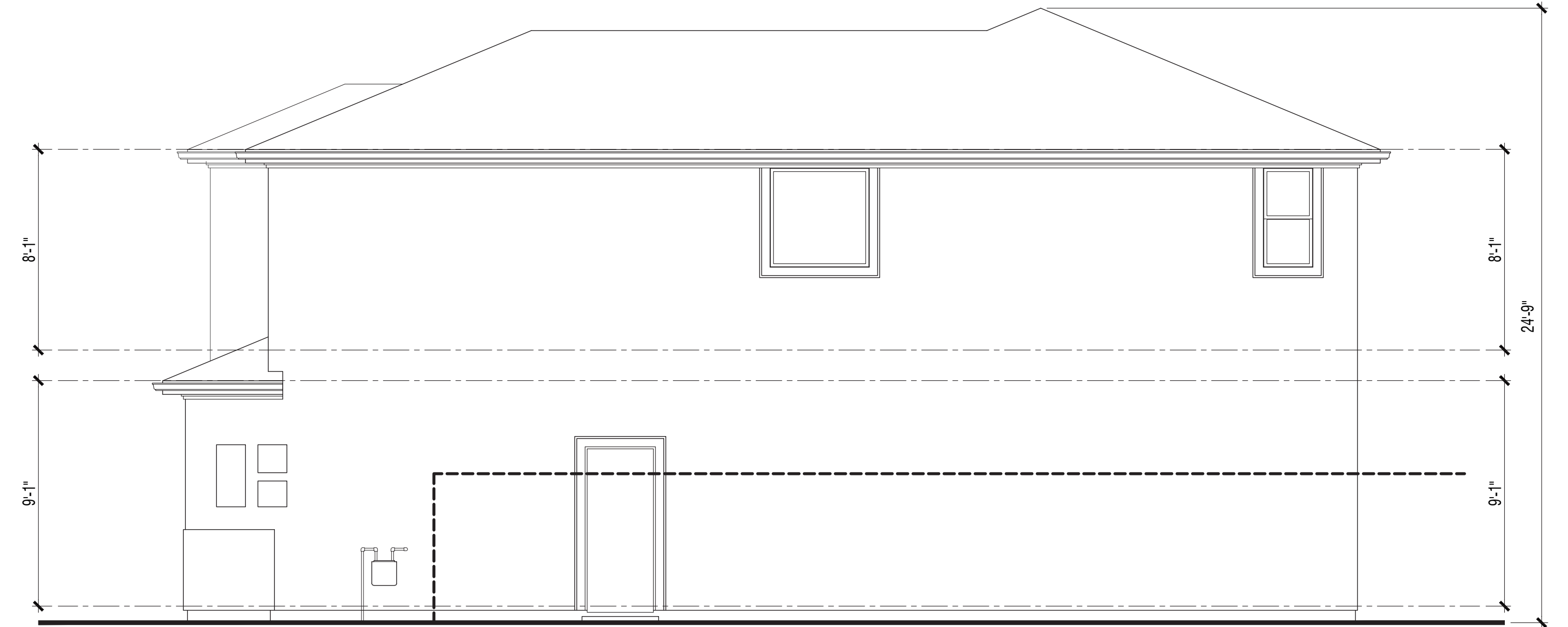


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A1.4



Right Elevation



Rear Elevation



Left Elevation



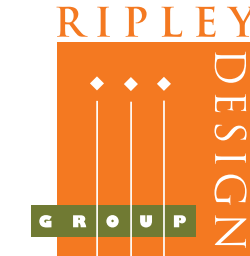
Front Elevation

PLAN 1642

Italianate Elevations

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

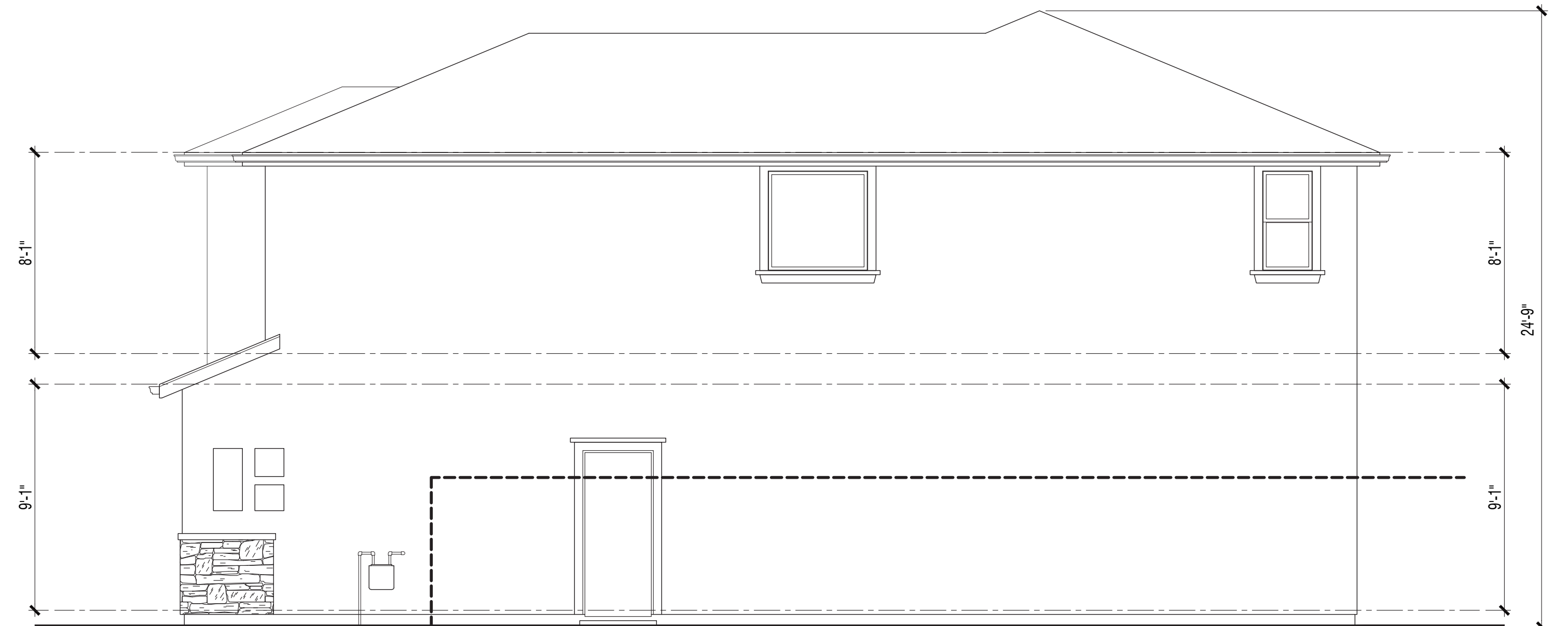


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A1.5



Right Elevation



Rear Elevation



Left Elevation



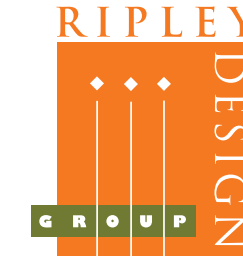
Front Elevation

PLAN 1642

Mediterranean Elevations

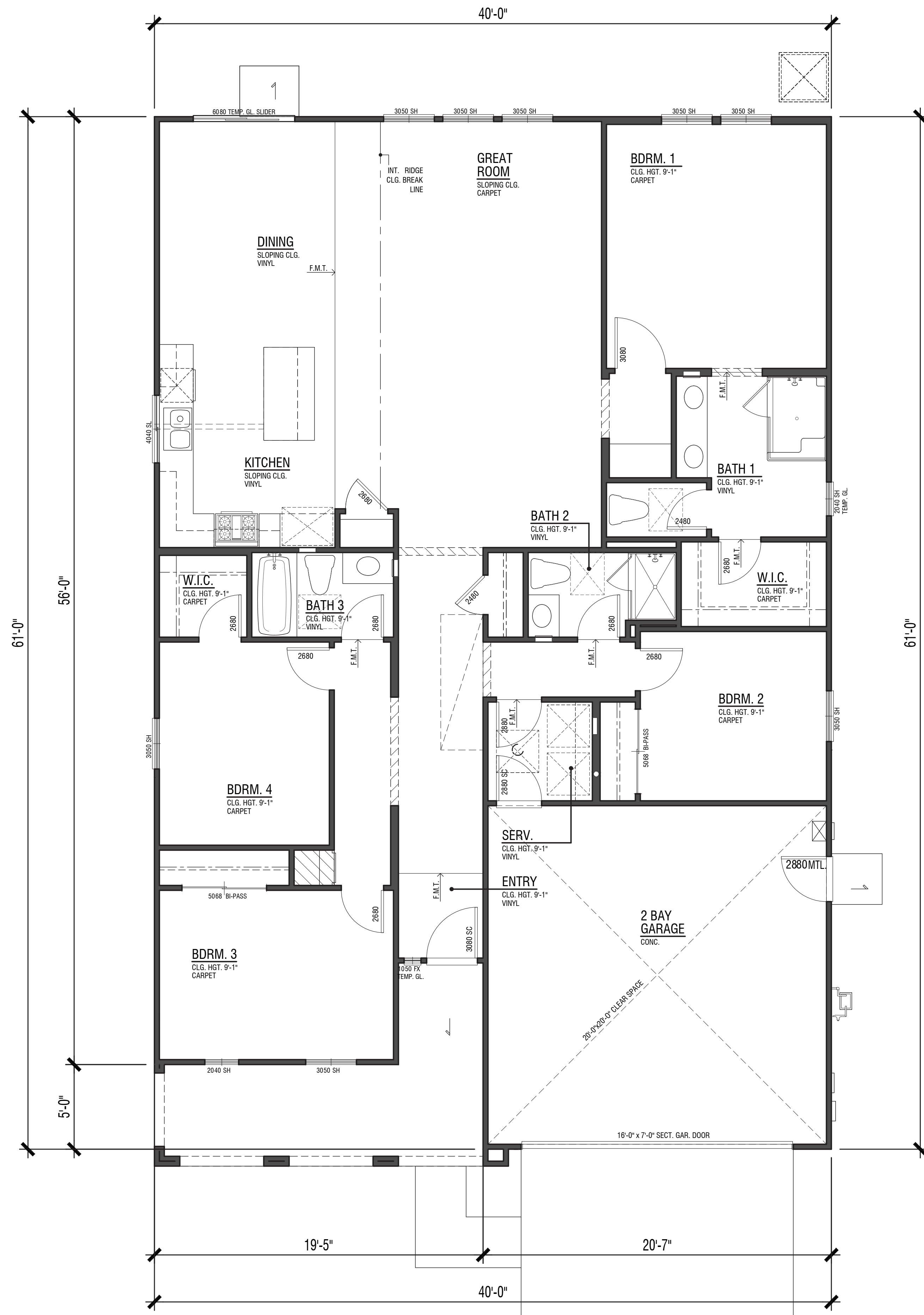
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A1.6

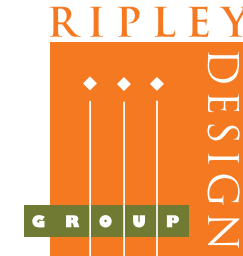


PLAN 1898

1,898 SF
4 Bdrm | 3 Bath
2-Car Garage

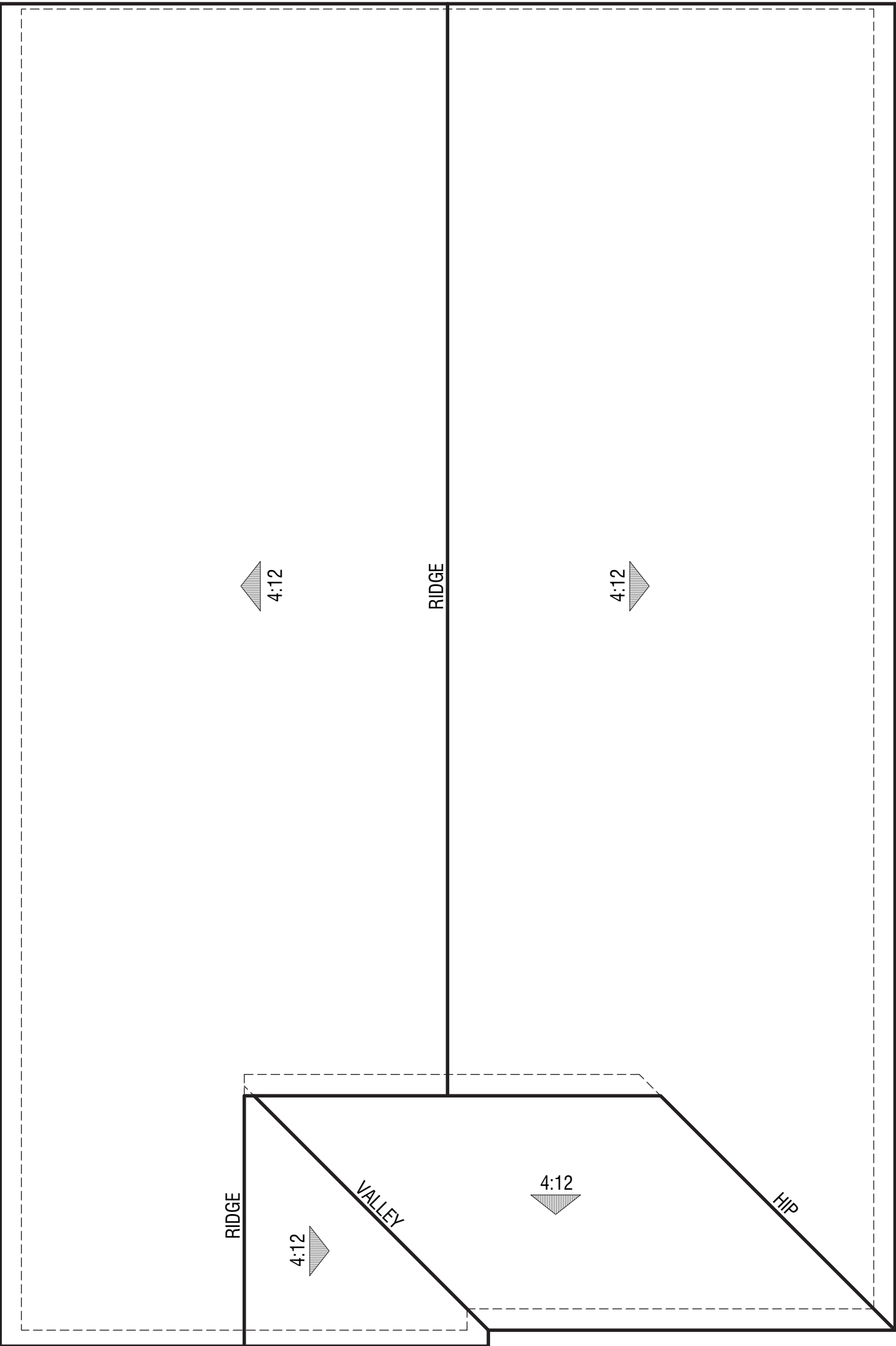
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

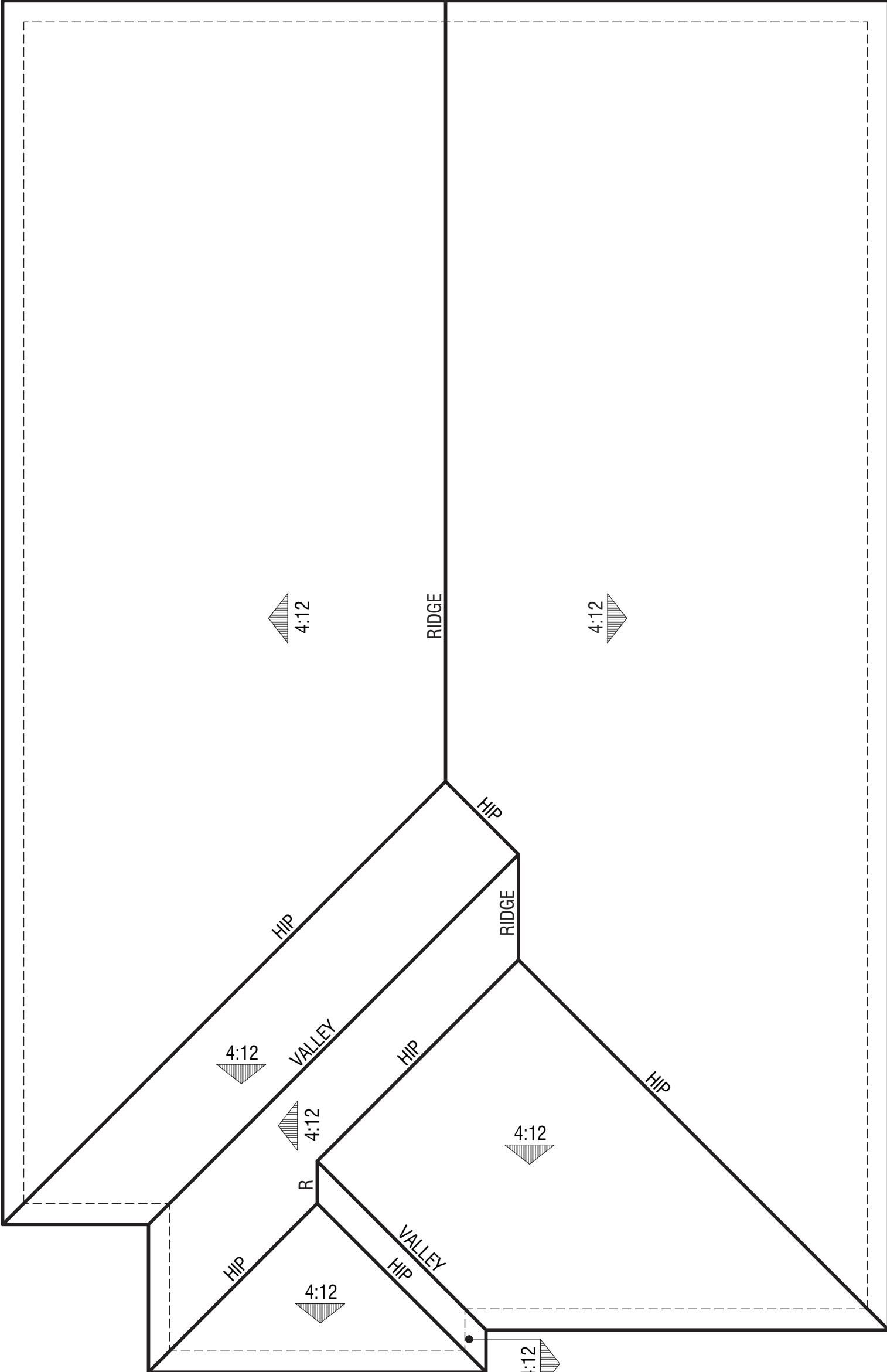


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

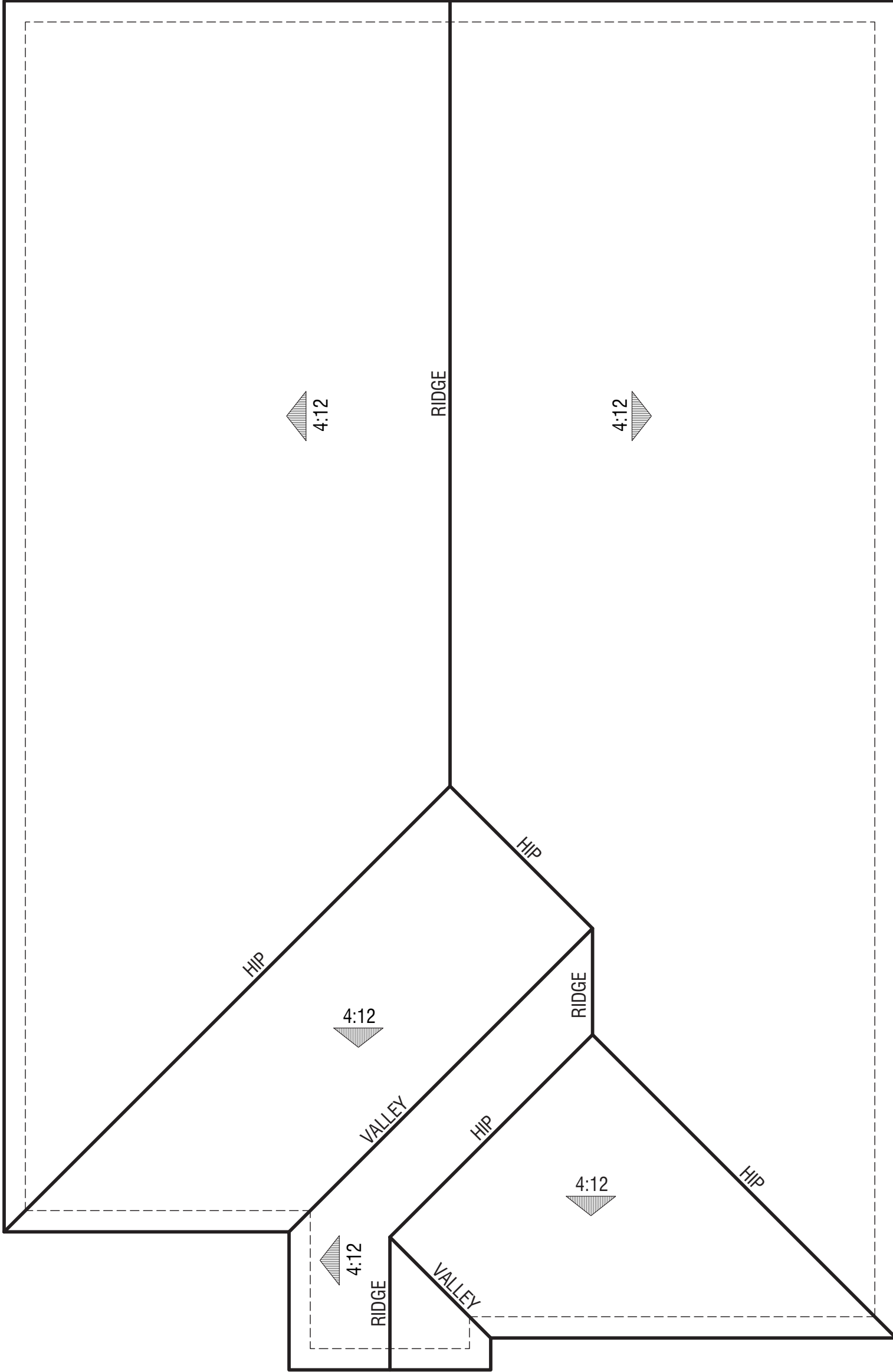
A2.1



Spanish Elevation



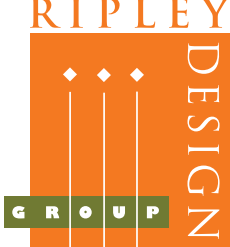
Italianate Elevation



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

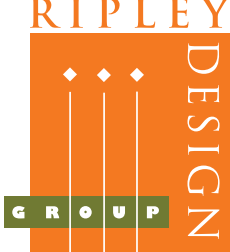


Mediterranean Elevation

PLAN 1898
Front Elevations

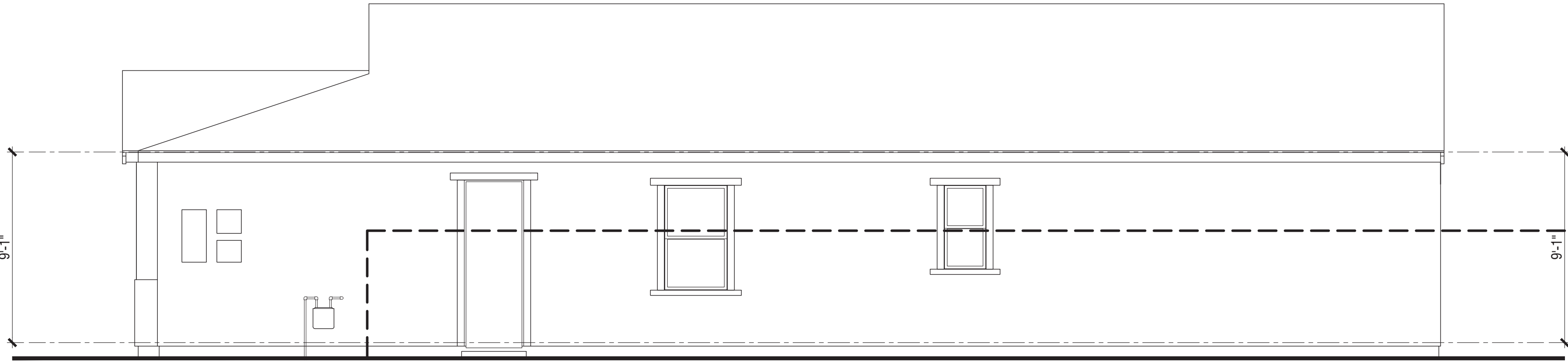
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

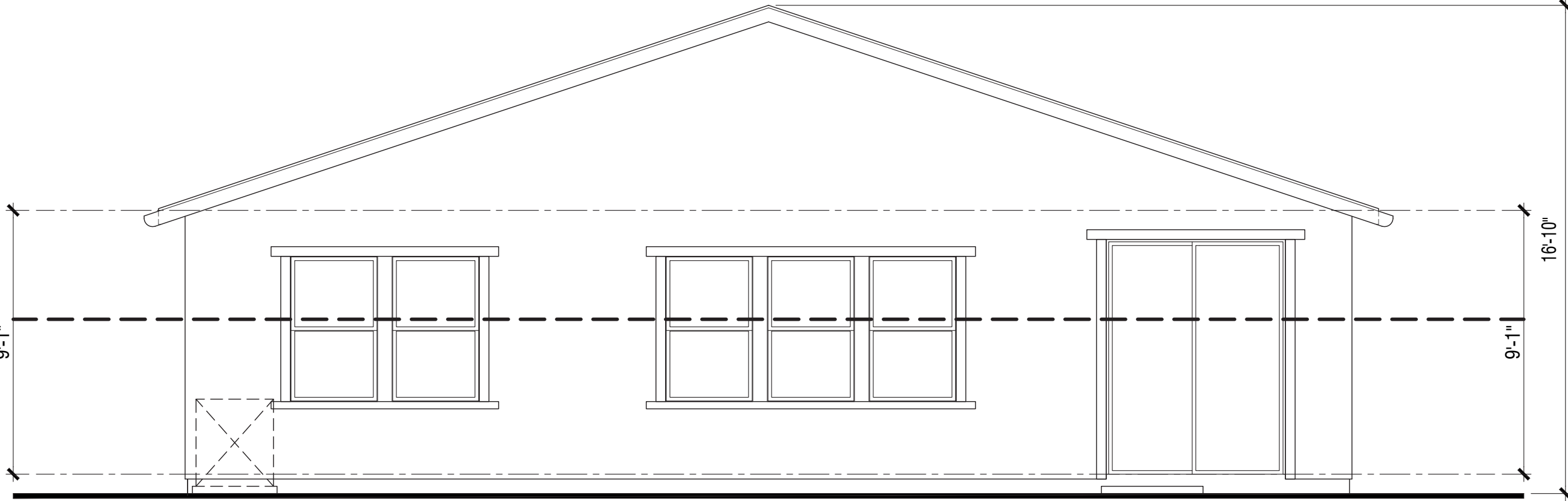


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

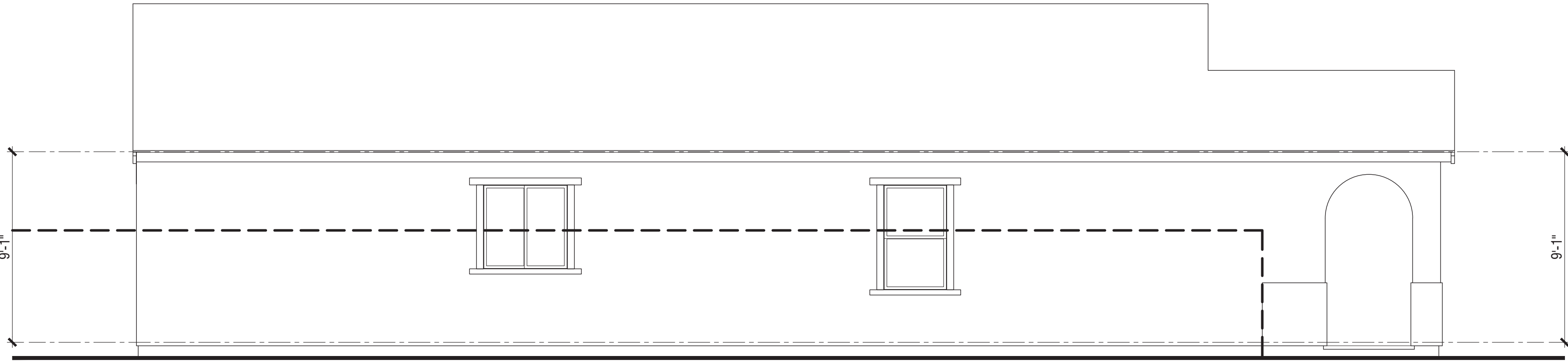
A2.3



Right Elevation



Rear Elevation



Left Elevation



Front Elevation

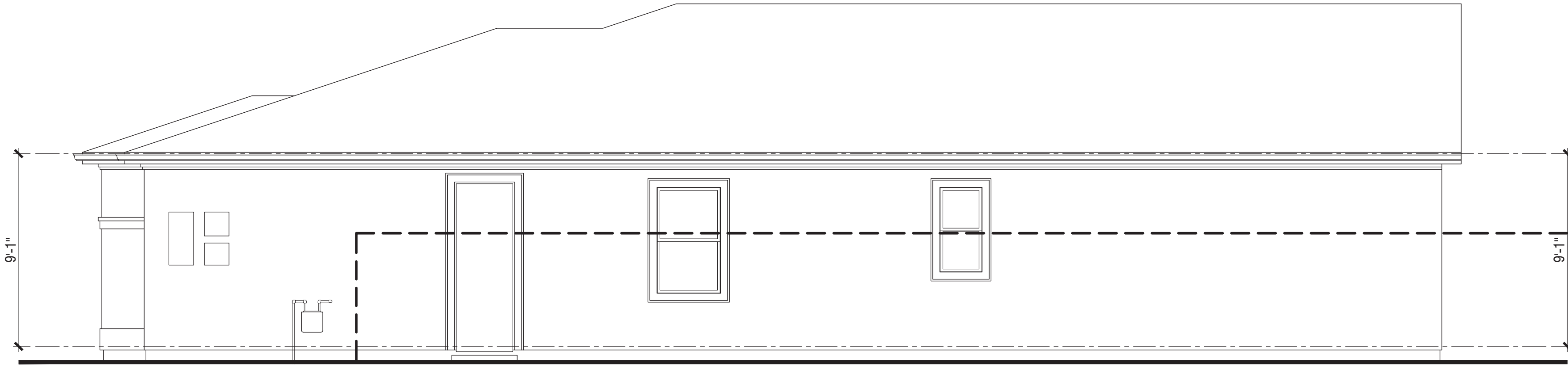
PLAN 1898
Spanish Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC

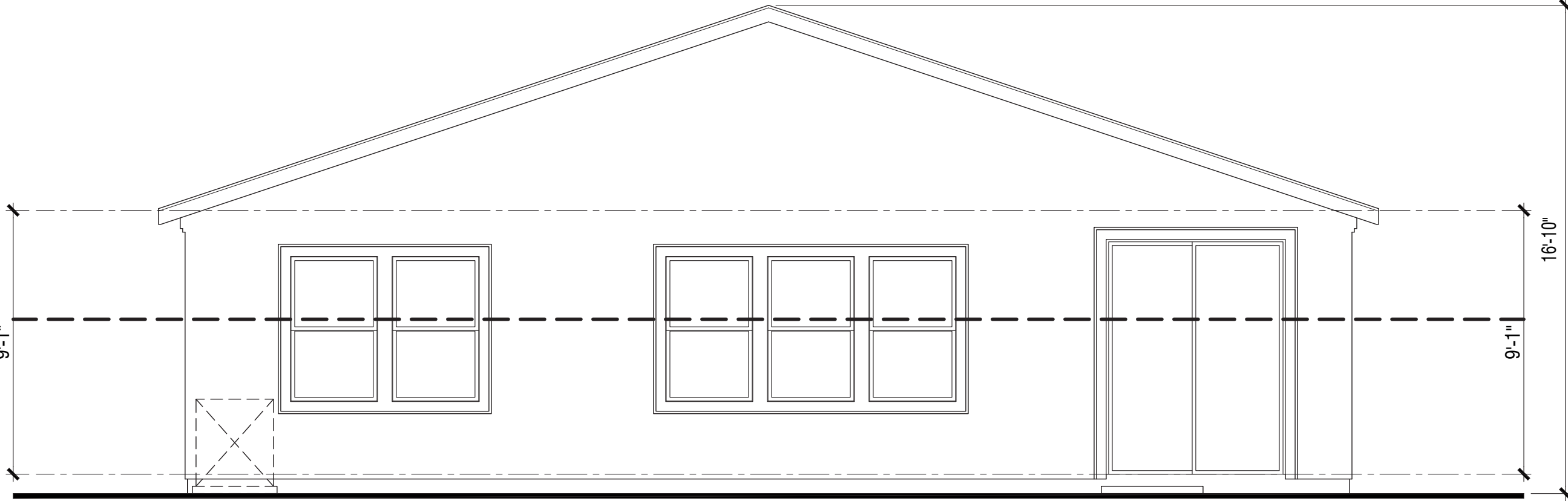


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

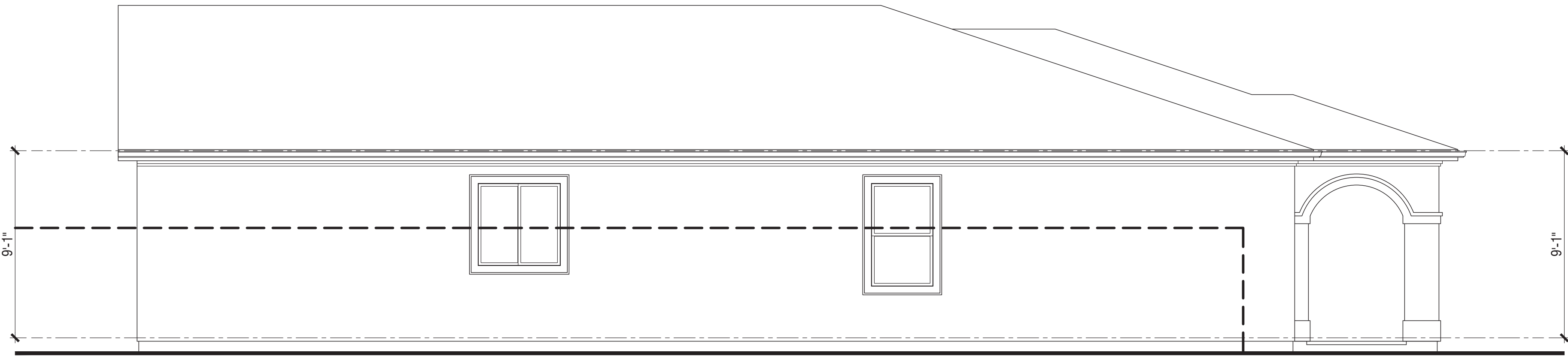
A2.4



Right Elevation



Rear Elevation



Left Elevation



Front Elevation

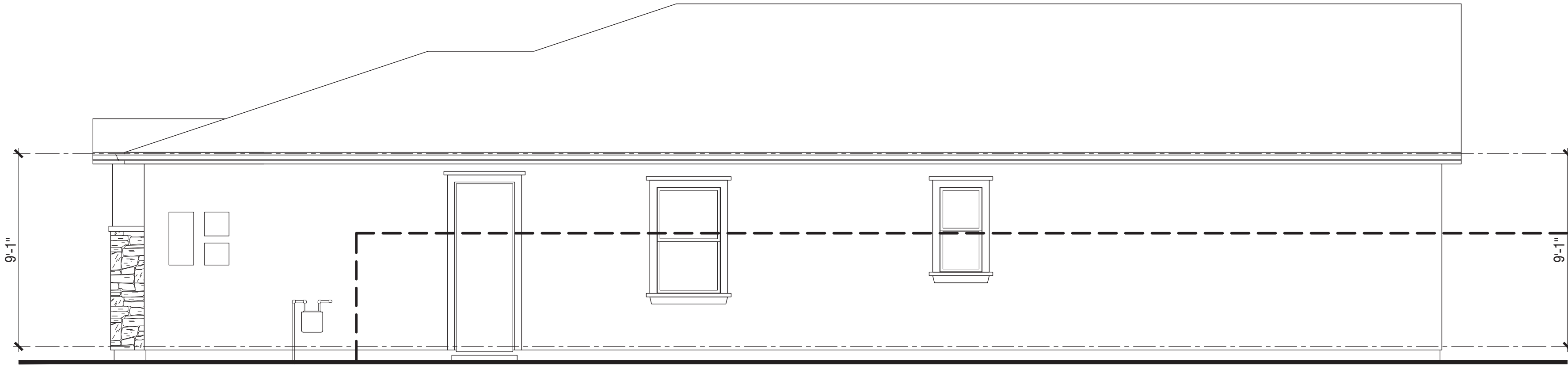
PLAN 1898
Italianate Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC

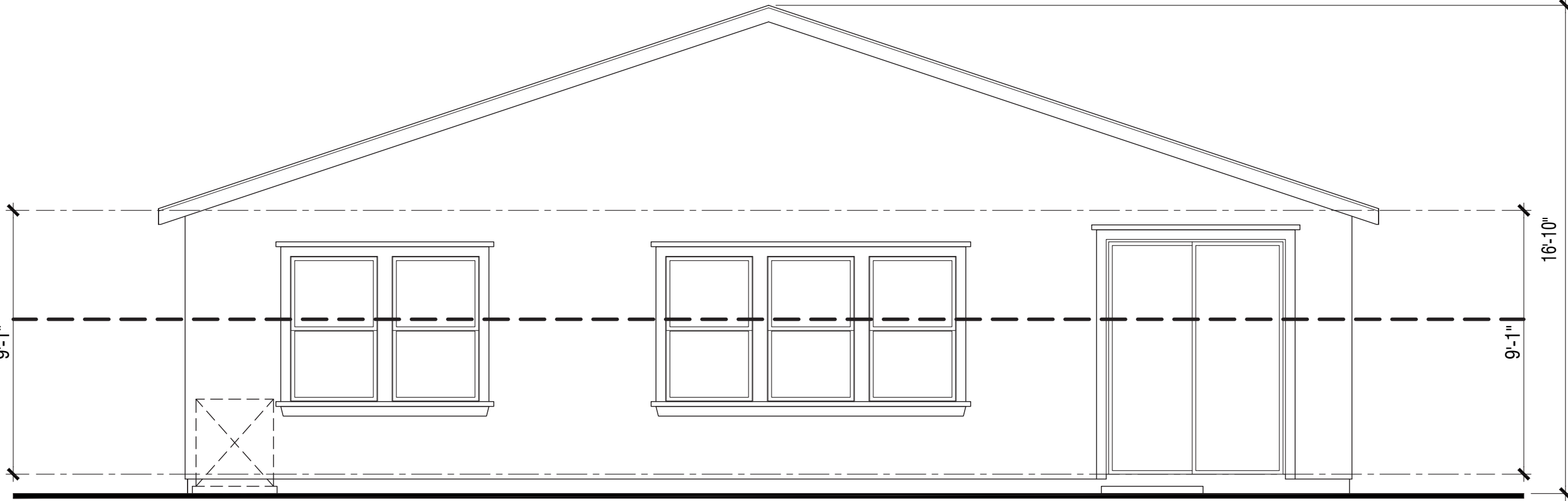


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

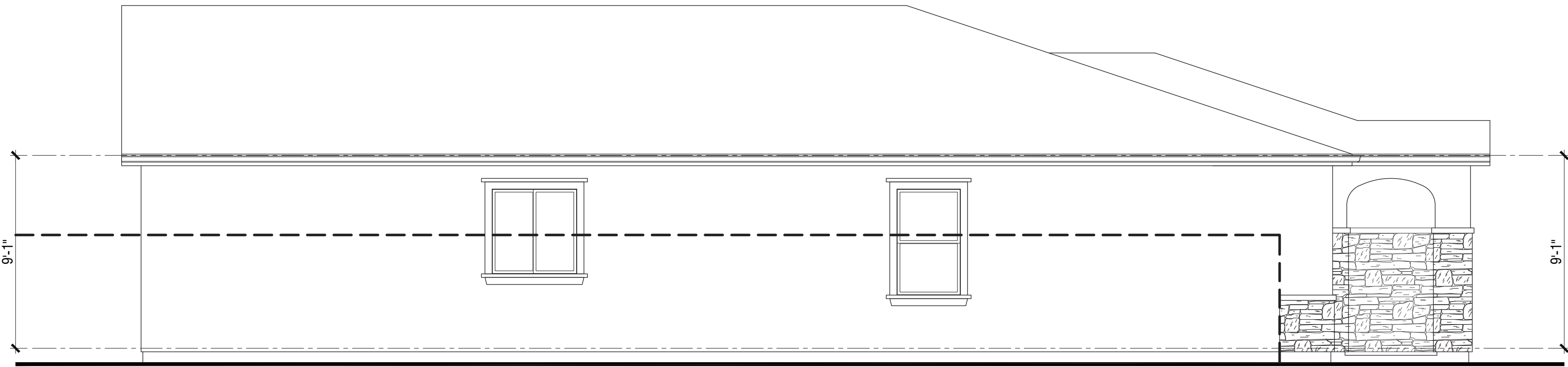
A2.5



Right Elevation



Rear Elevation



Left Elevation



Front Elevation

PLAN 1898

Mediterranean Elevations

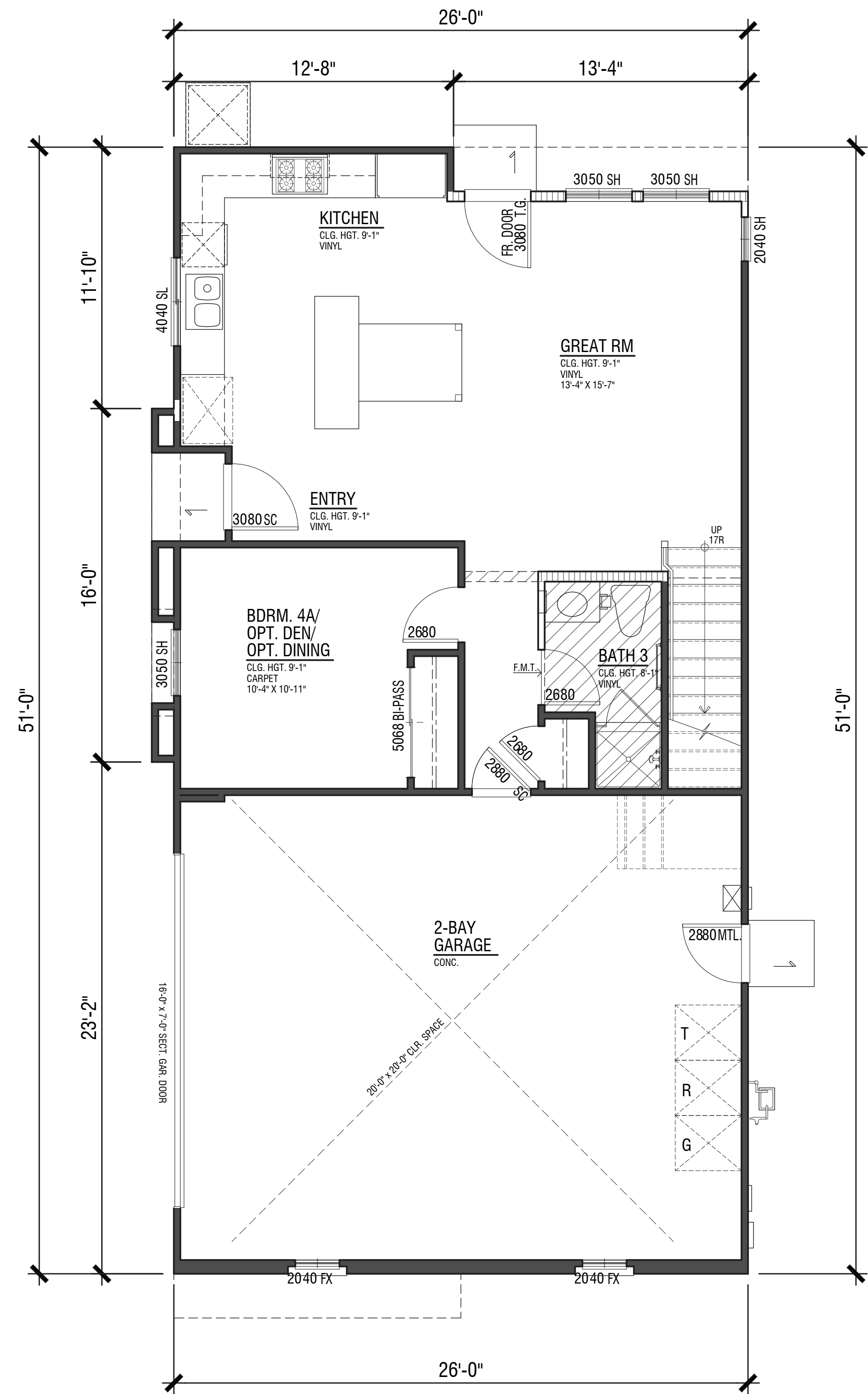
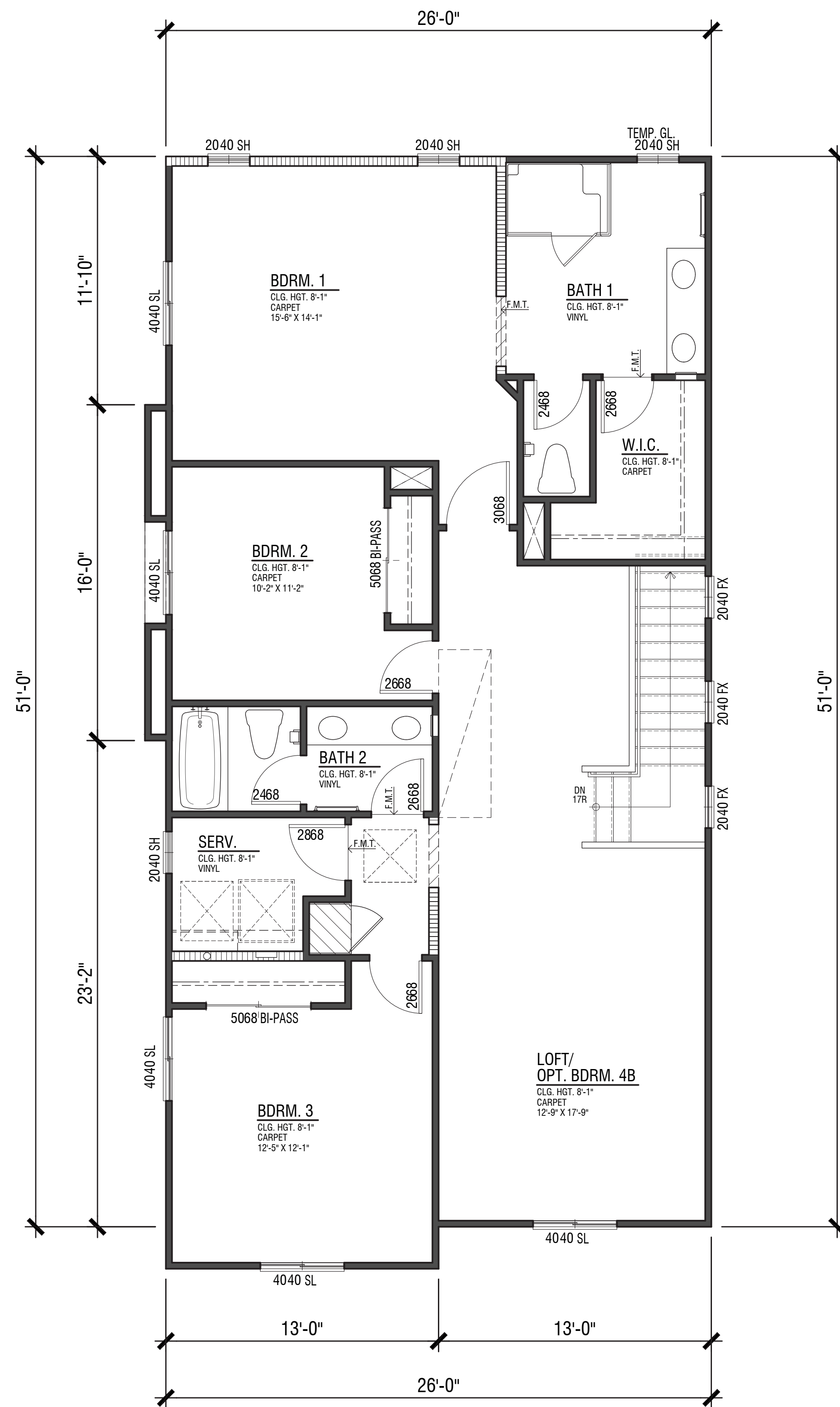
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO.	202013-001
DATE	NOV. 2021
SCALE	AS SHOWN

A2.6



PLAN 2043

2,043 SF
4 Bdrm | 3 Bath | Loft
2-Car Garage

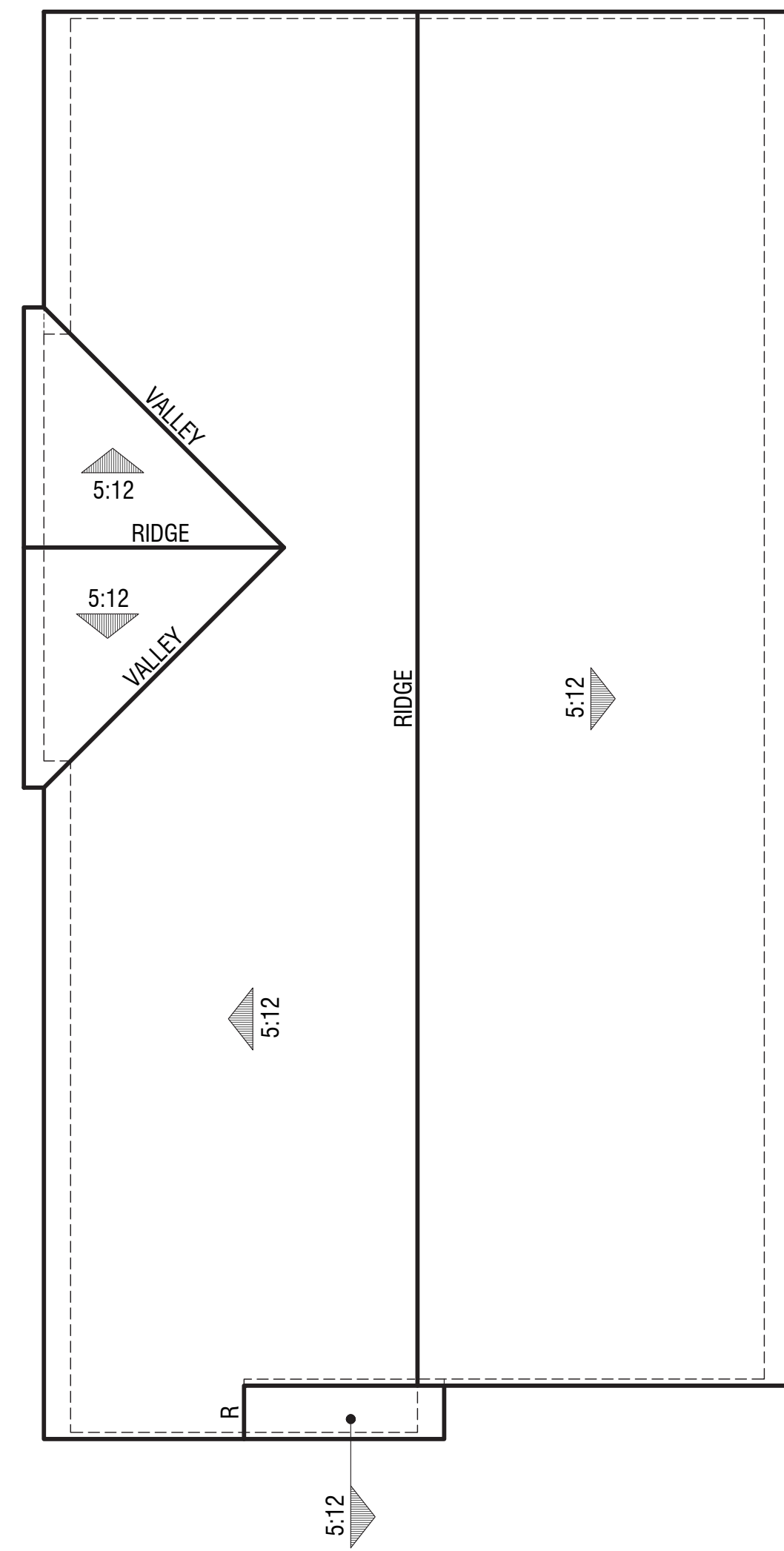
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

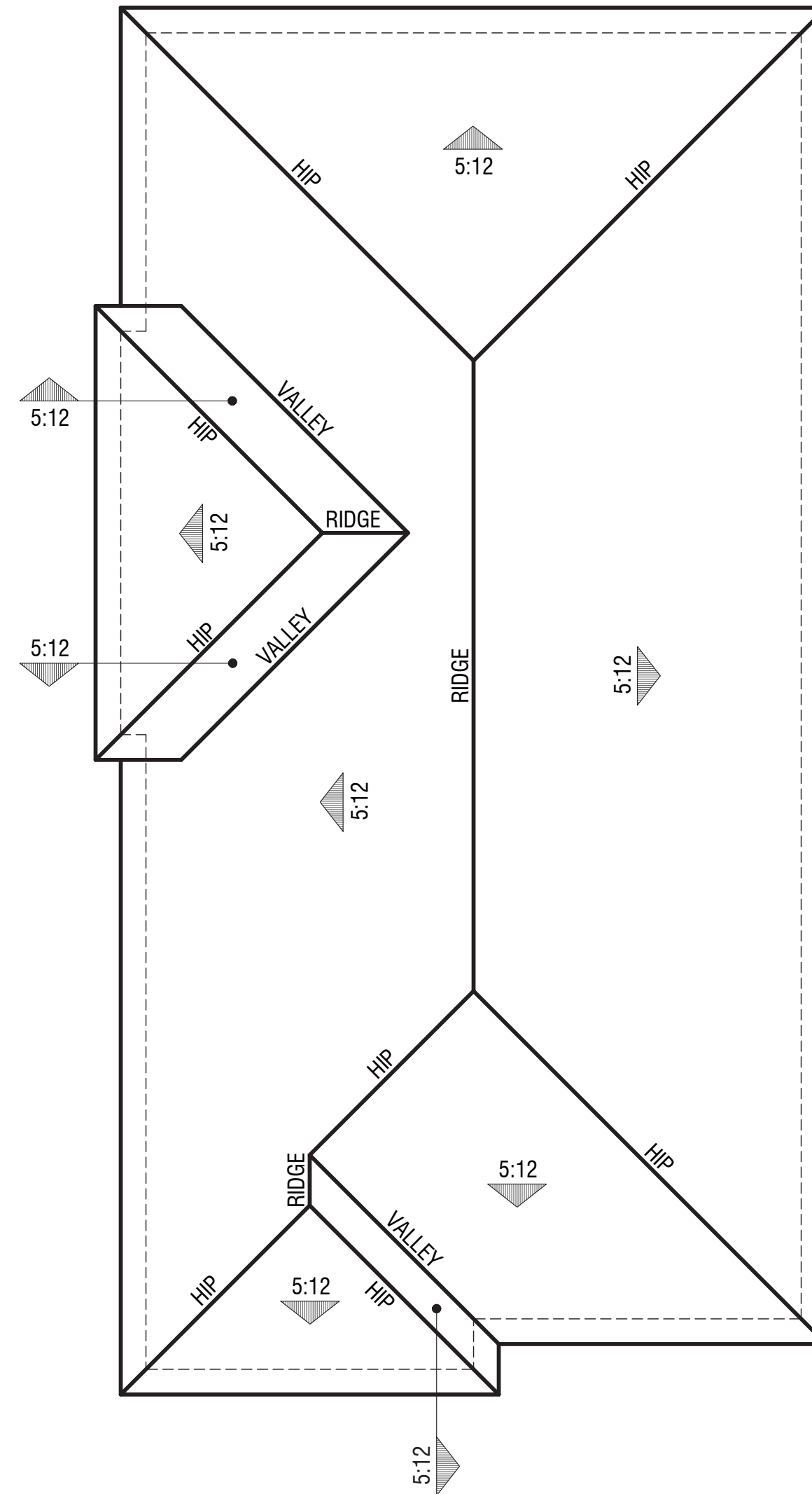


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

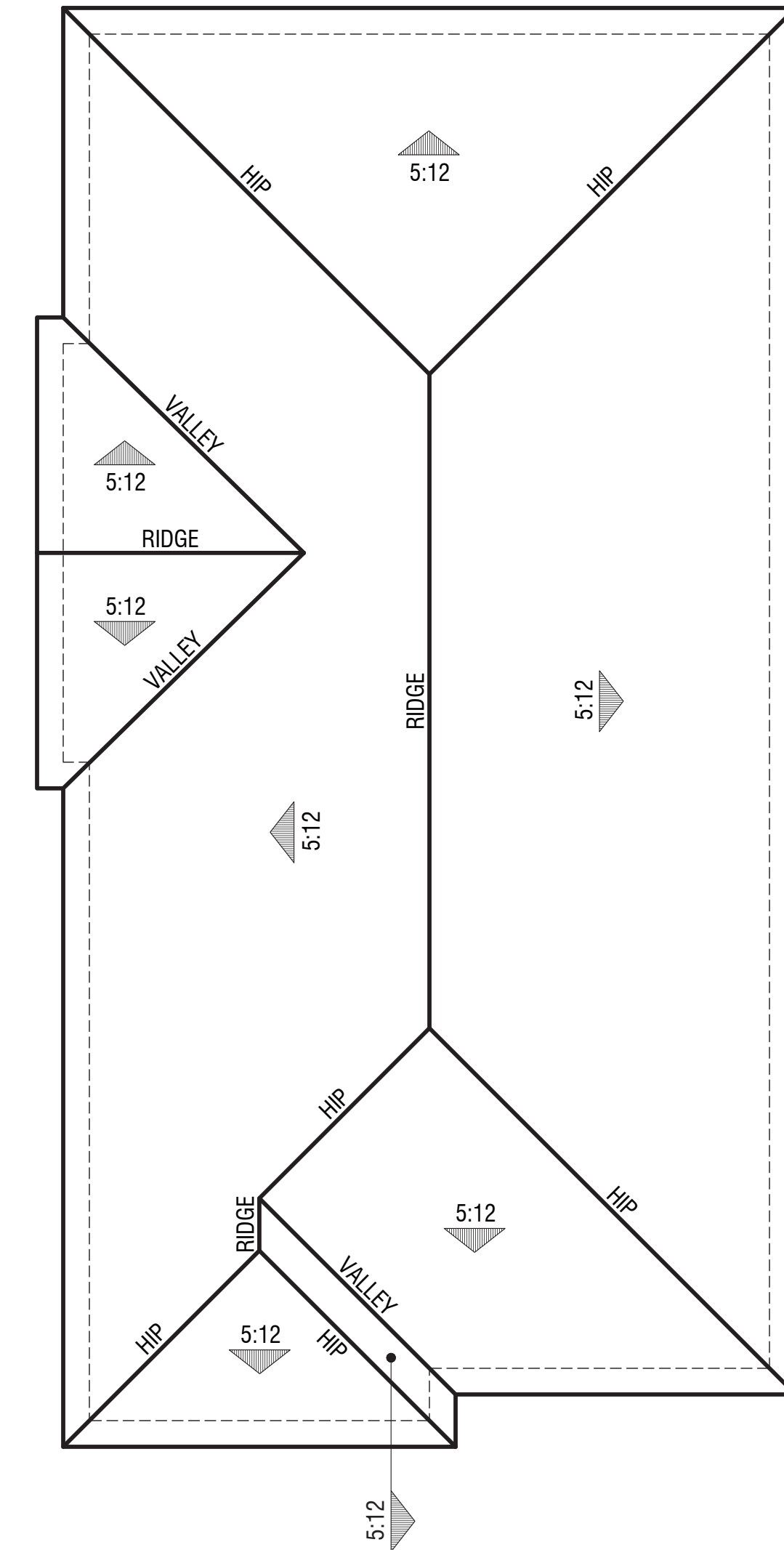
A3.1



Spanish Elevation



Italianate Elevation



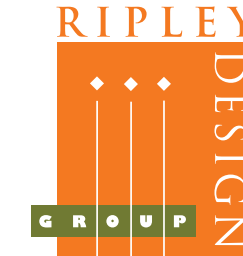
Mediterranean Elevation

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



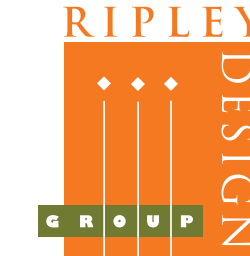
Mediterranean Elevation

PLAN 2043

Front Elevations

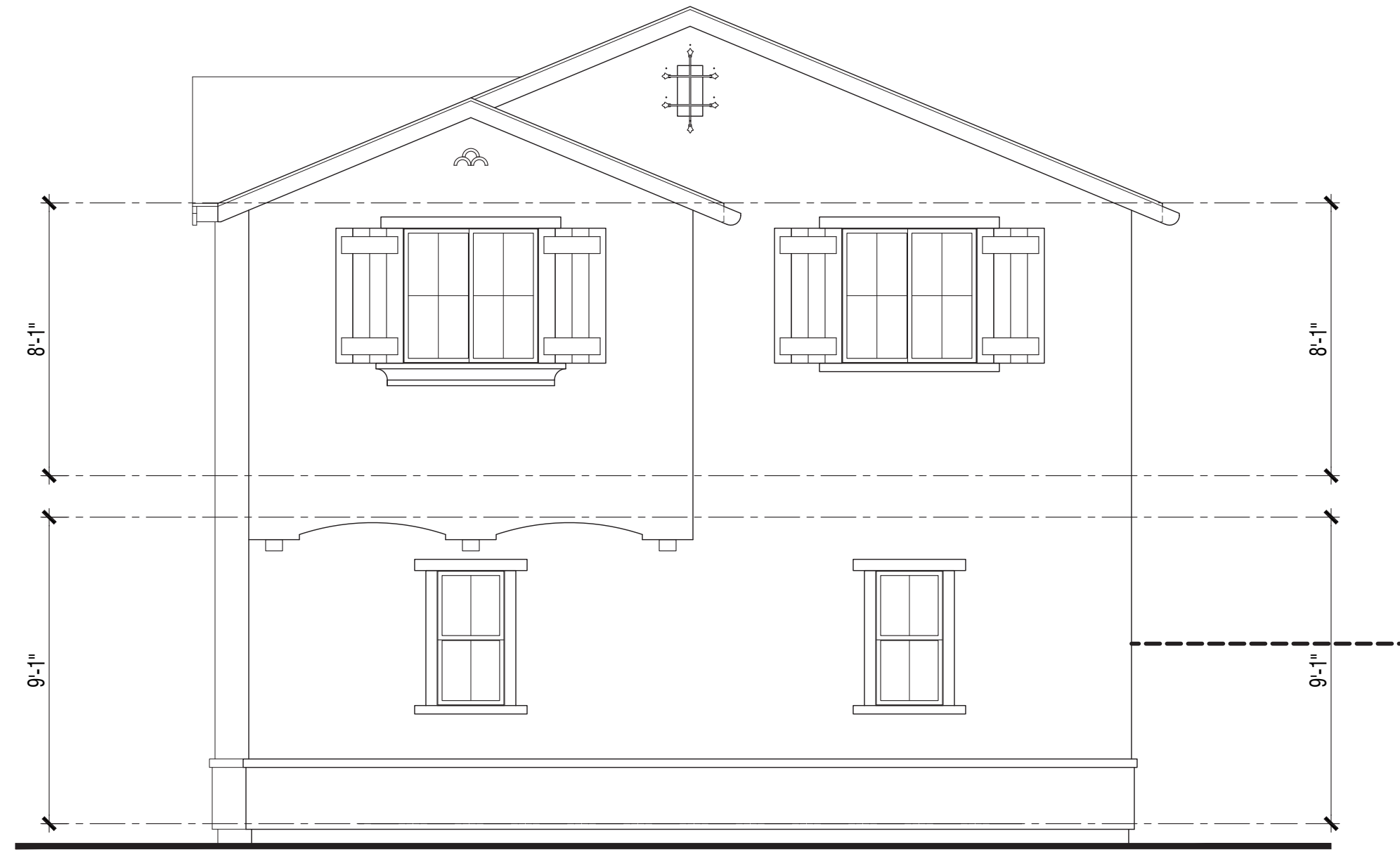
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

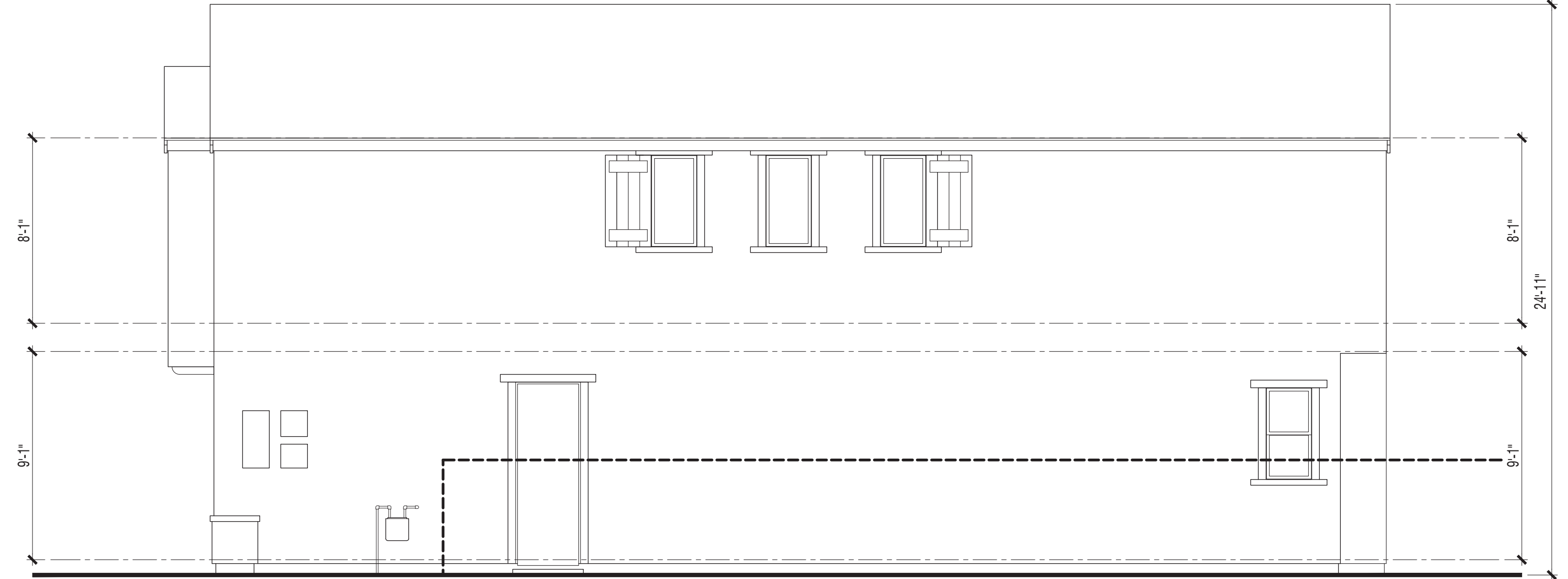


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

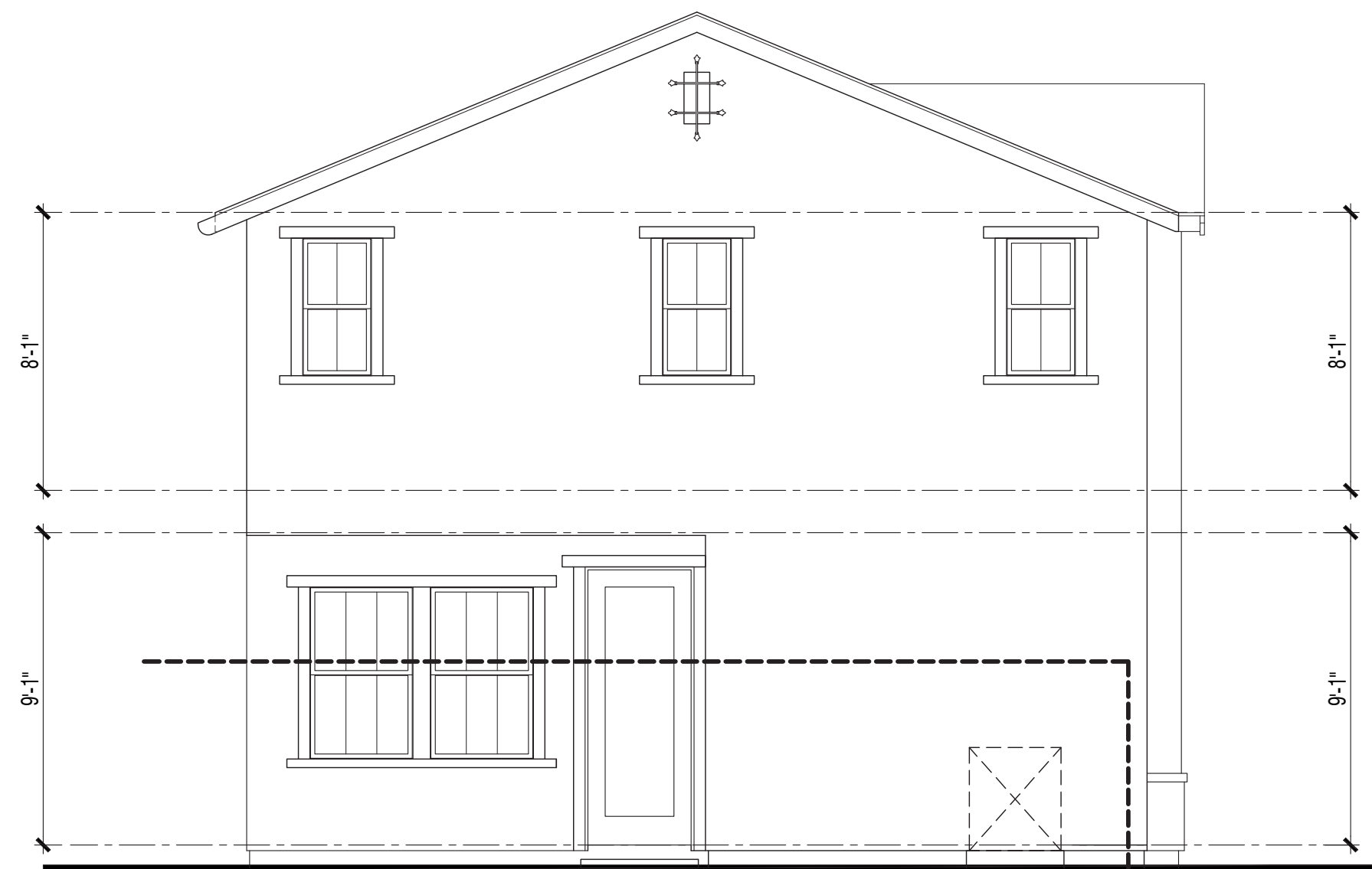
A3.3



Right Elevation



Rear Elevation



Left Elevation



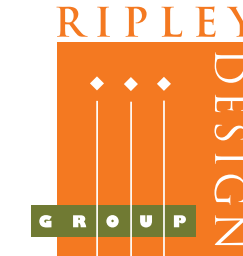
Front Elevation

PLAN 2043

Spanish Elevations

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

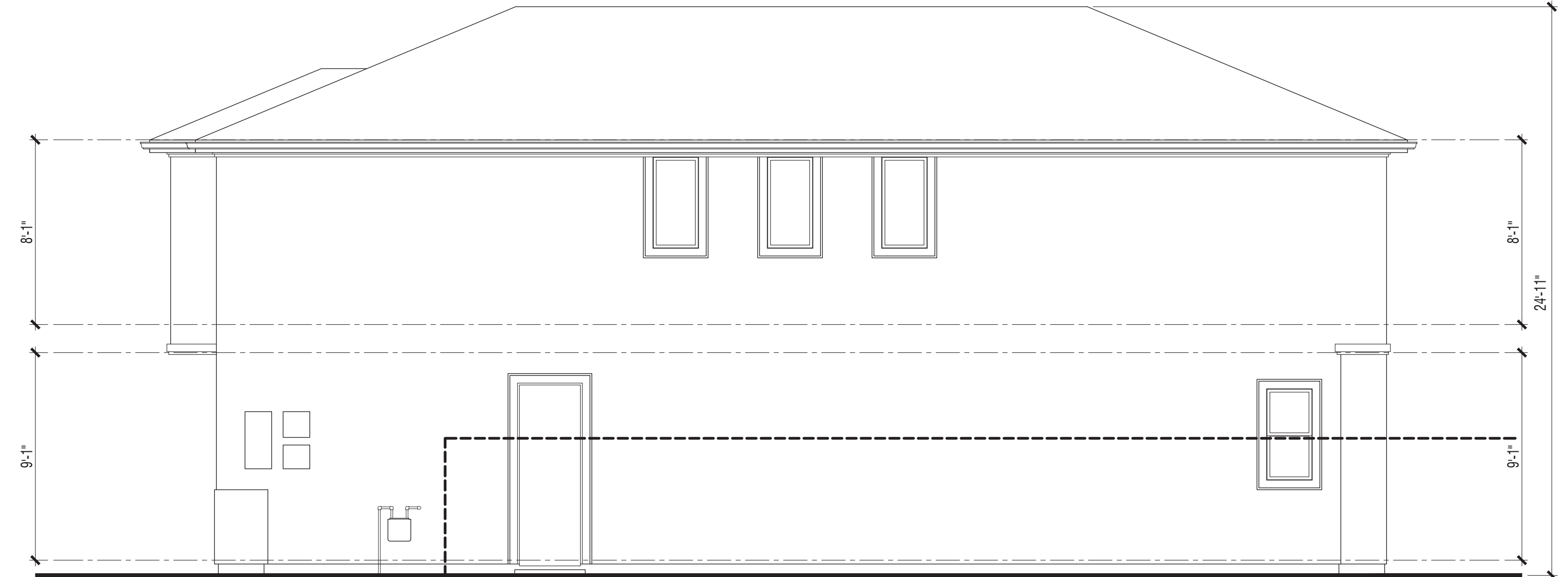


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

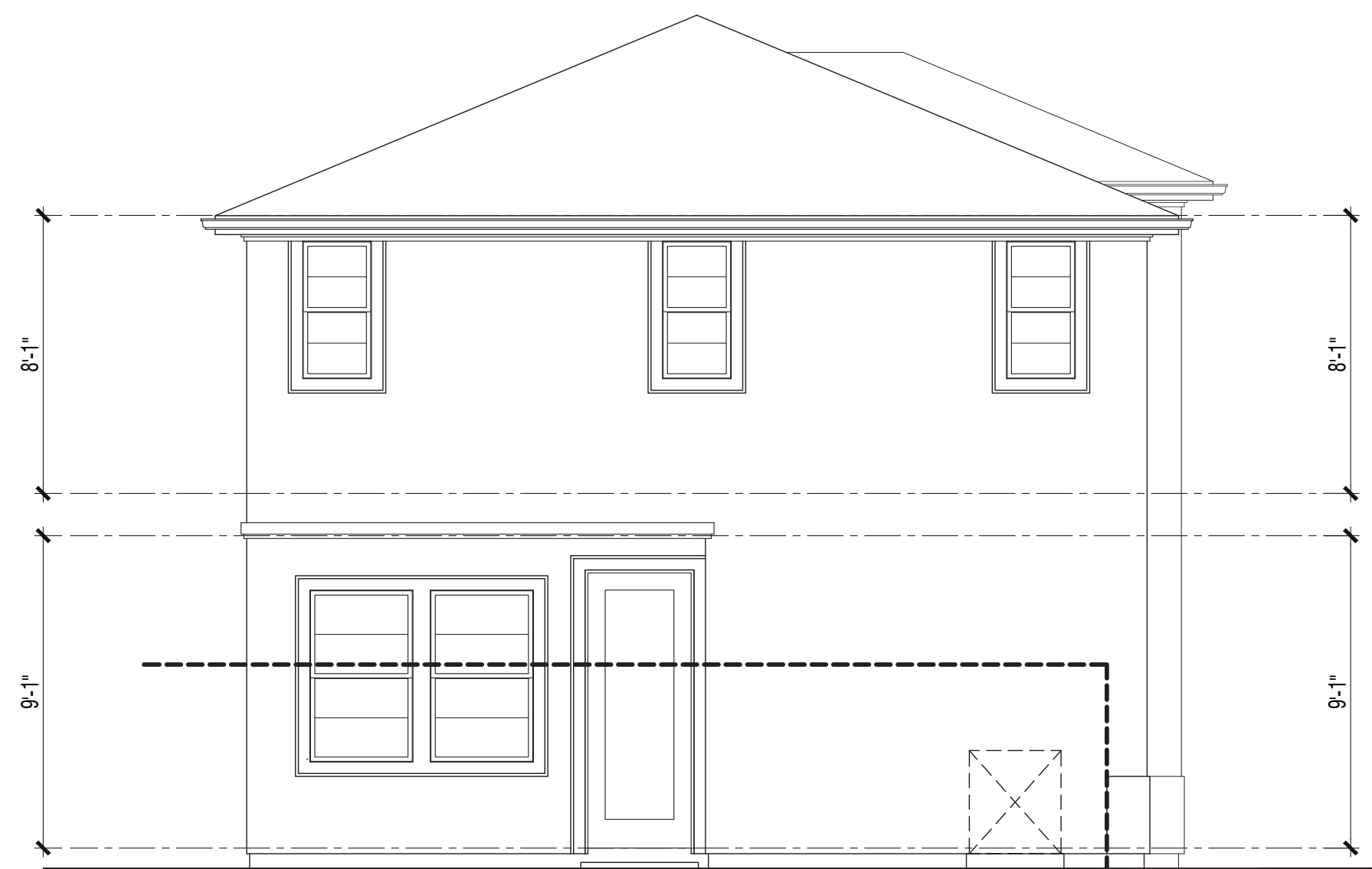
A3.4



Right Elevation



Rear Elevation



Left Elevation



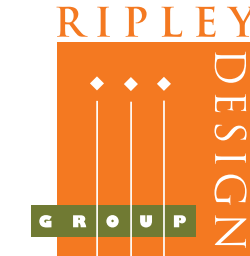
Front Elevation

PLAN 2043

Italianate Elevations

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

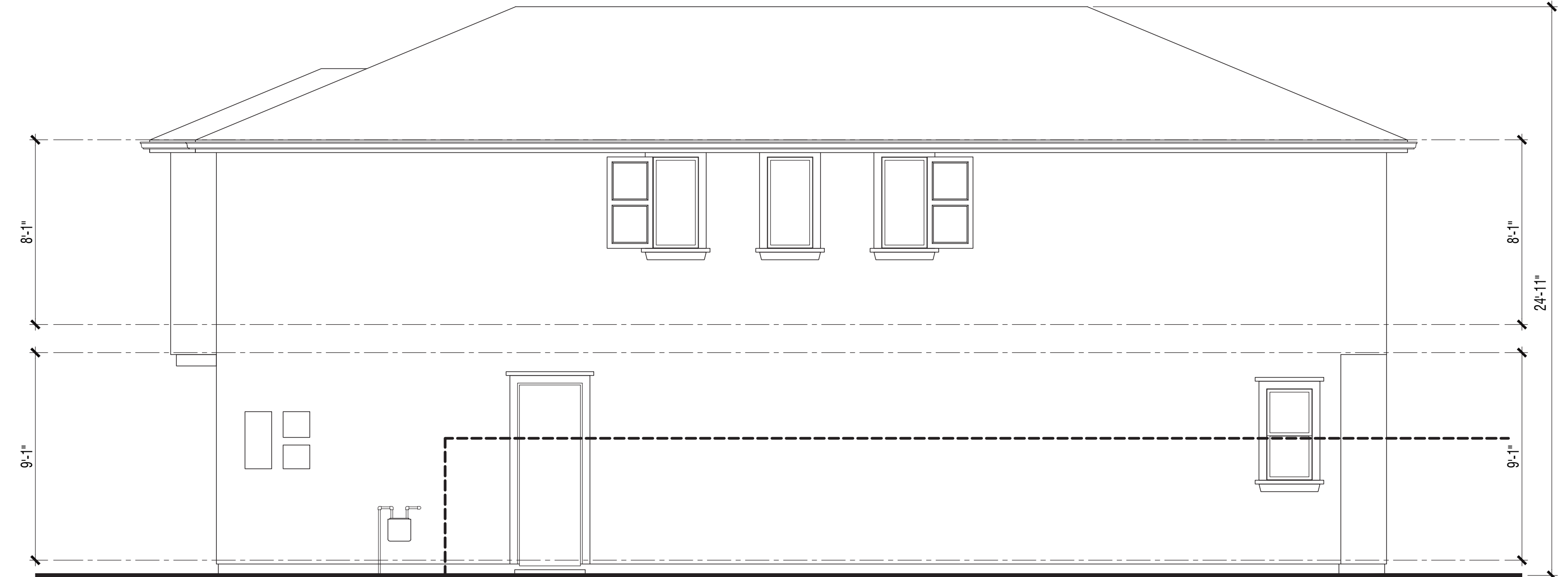


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

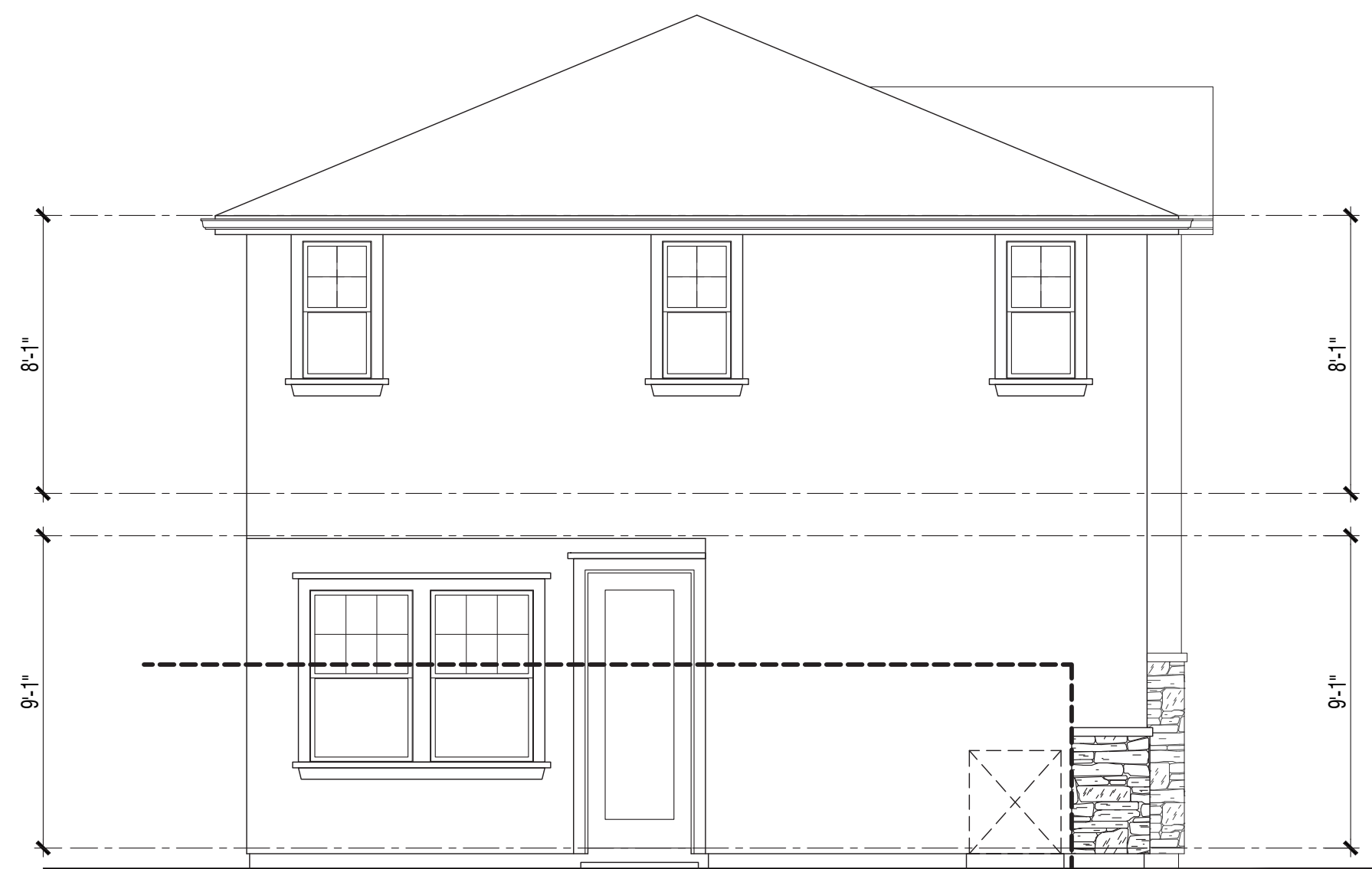
A3.5



Right Elevation



Rear Elevation



Left Elevation



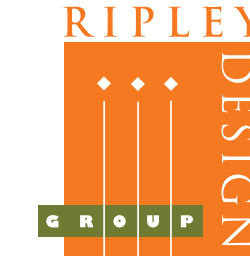
Front Elevation

PLAN 2043

Mediterranean Elevations

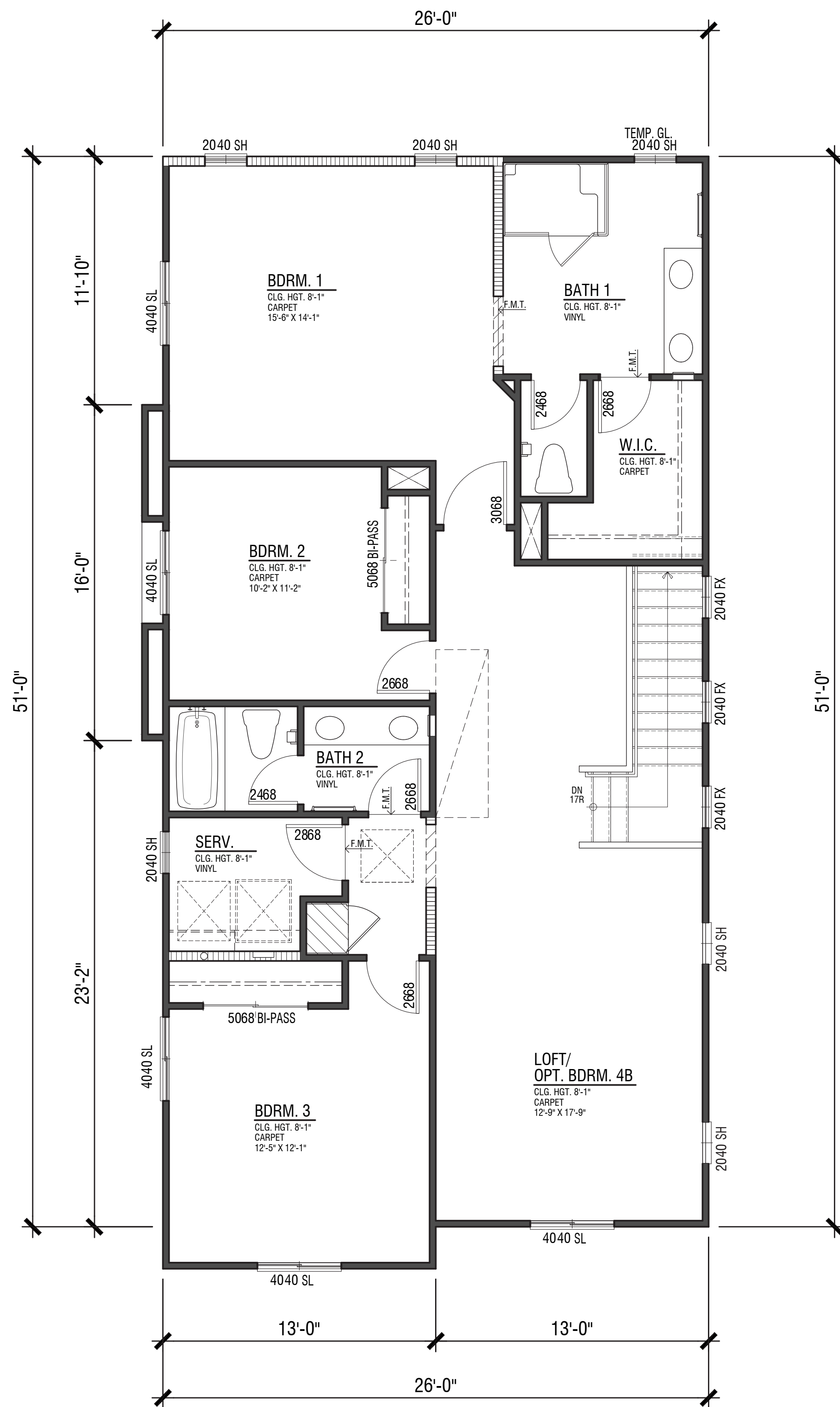
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

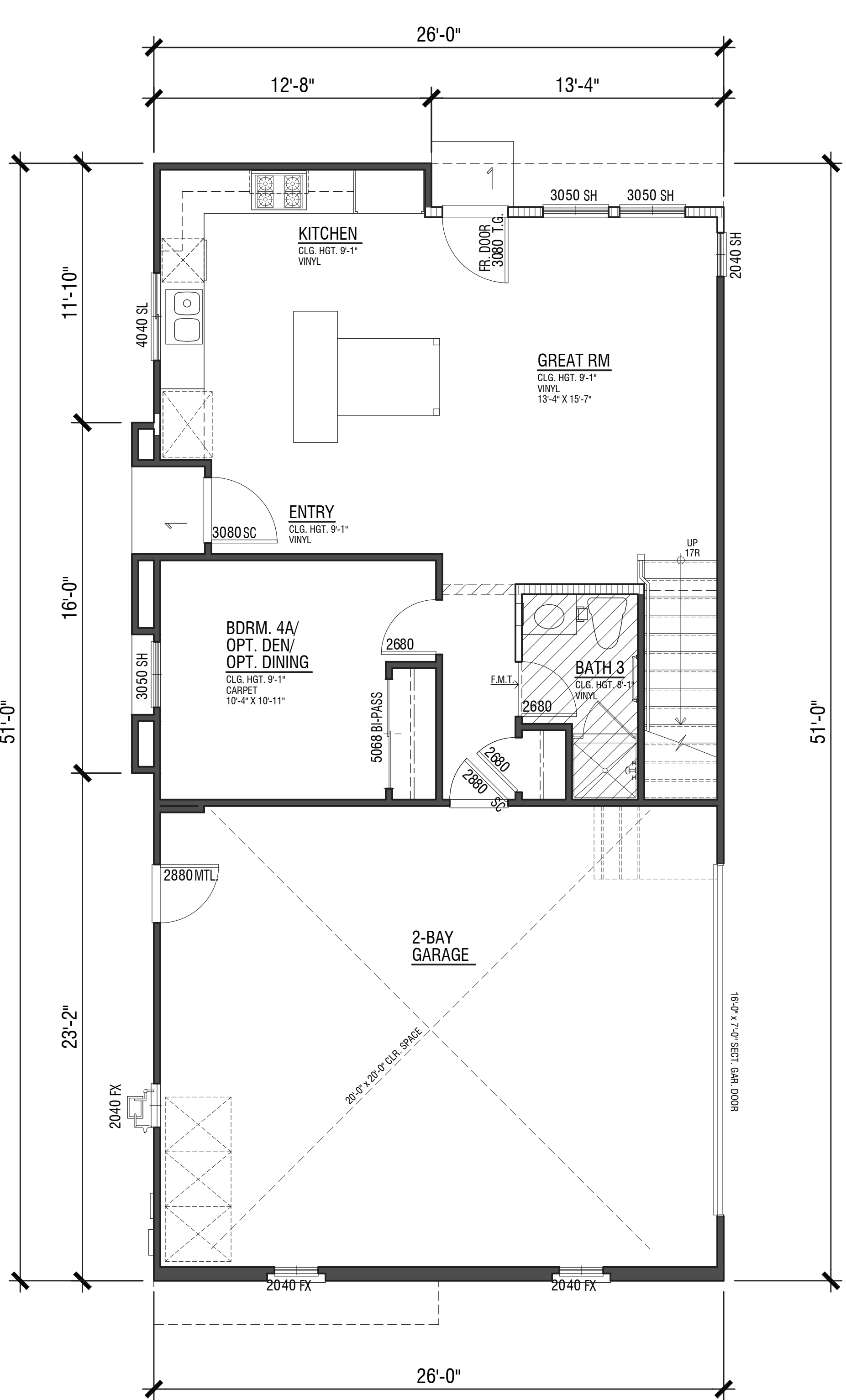


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A3.6



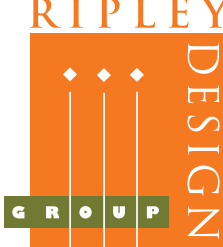
Upper Floor 1,316 SF



Lower Floor 727 SF

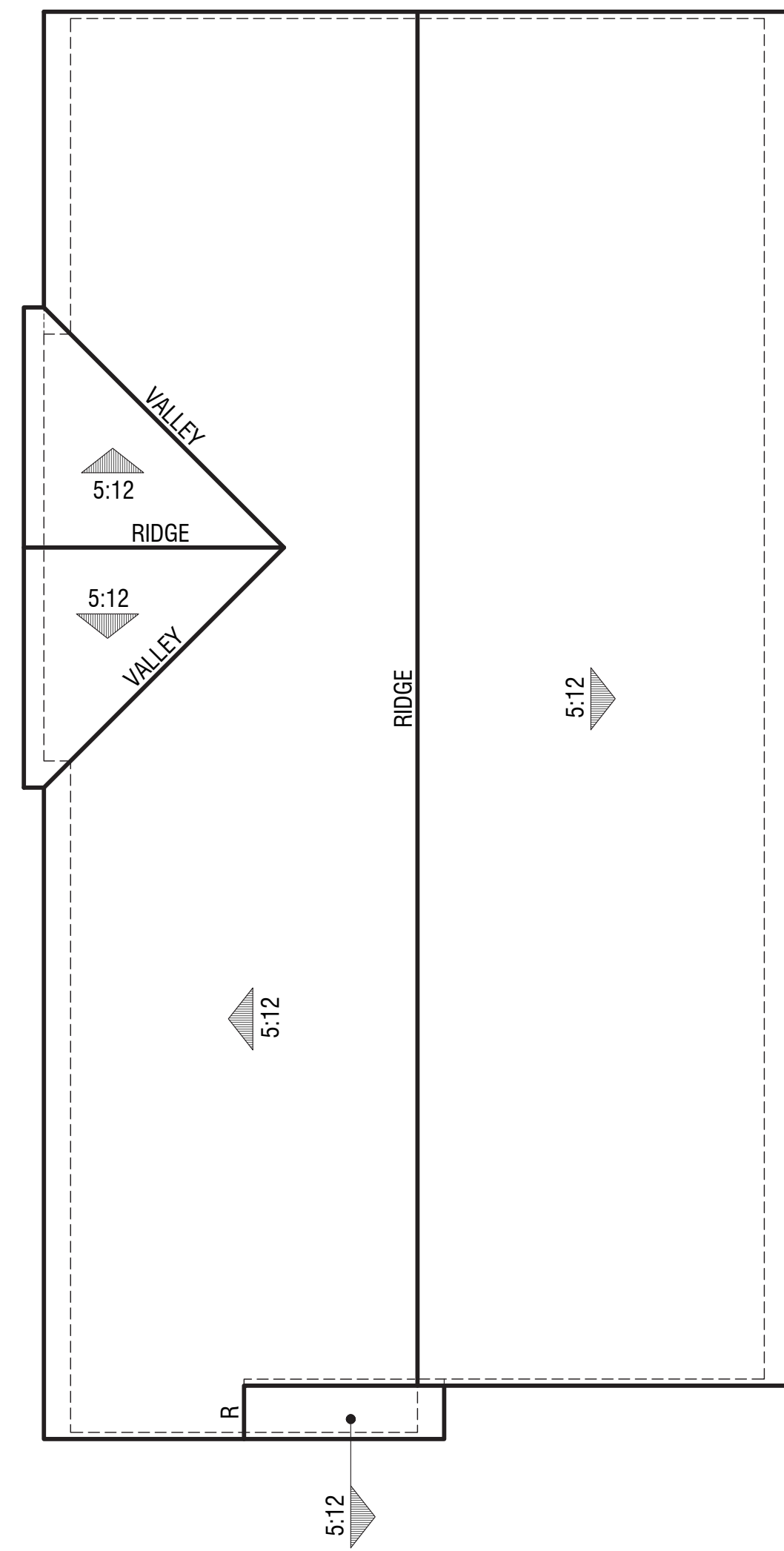
Rear Loaded Garage
at Lots 102-105, 123-124
See site plan
PLAN 2043 X
2,043 SF
4 Bdrm | 3 Bath | Loft
2-Car Garage

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC

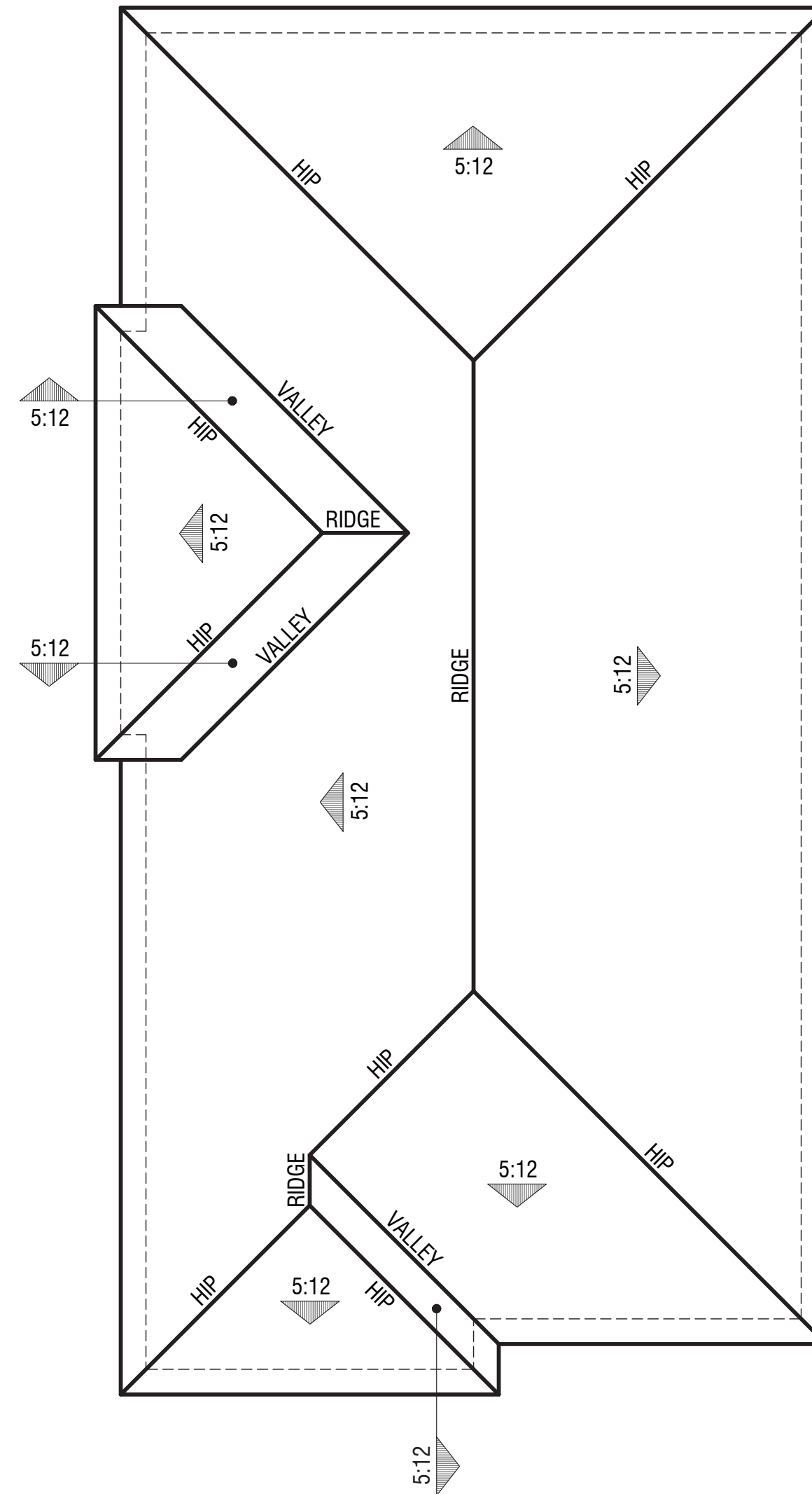


JOB NO.	202013-001
DATE	NOV. 2021
SCALE	AS SHOWN

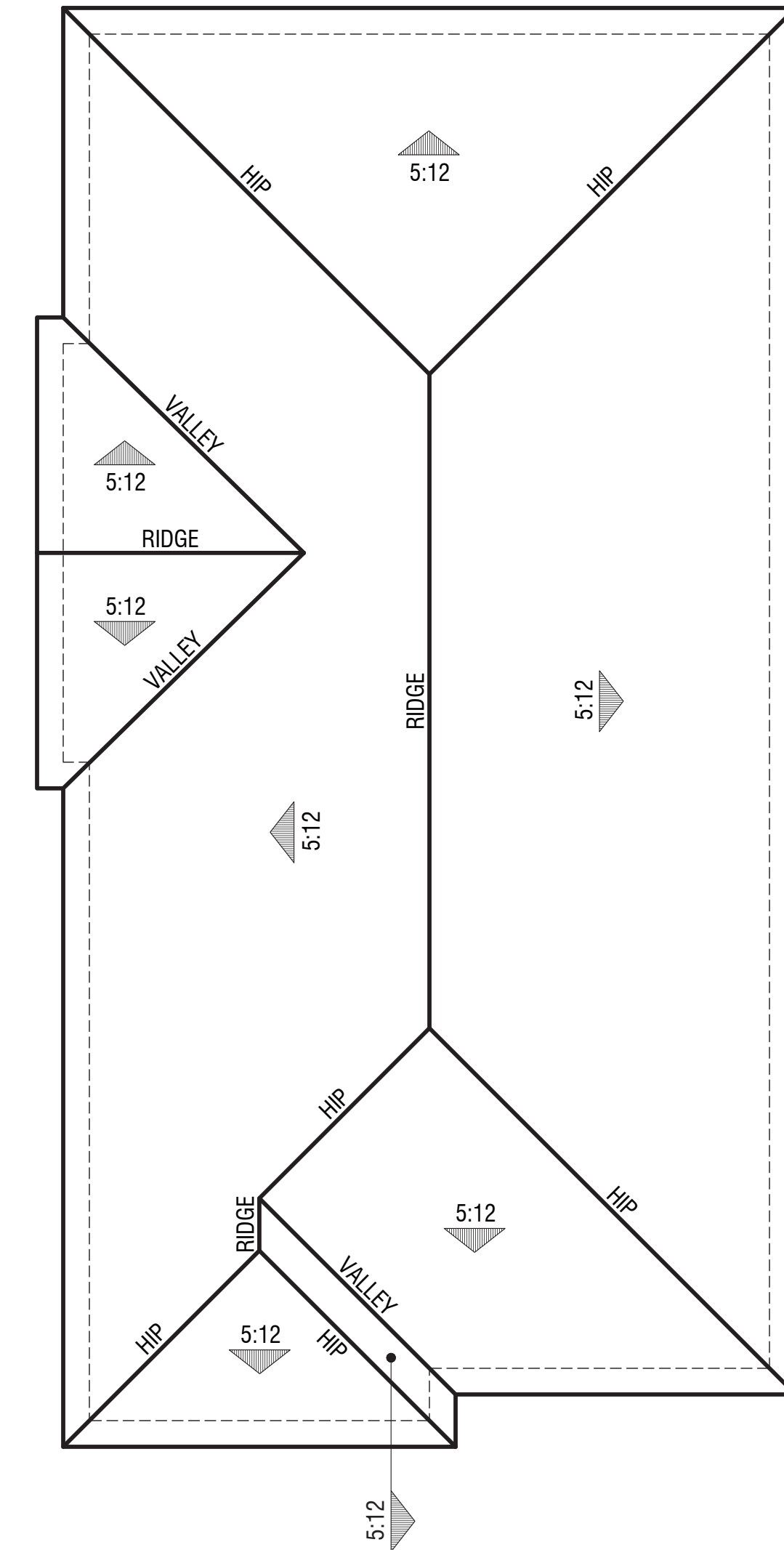
A3.7



Spanish Elevation



Italianate Elevation



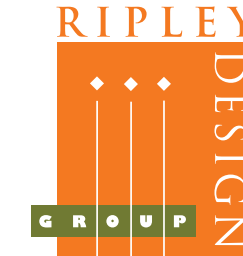
Mediterranean Elevation

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



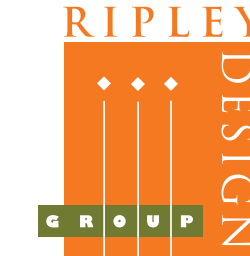
Mediterranean Elevation

PLAN 2043 X

Front Elevations

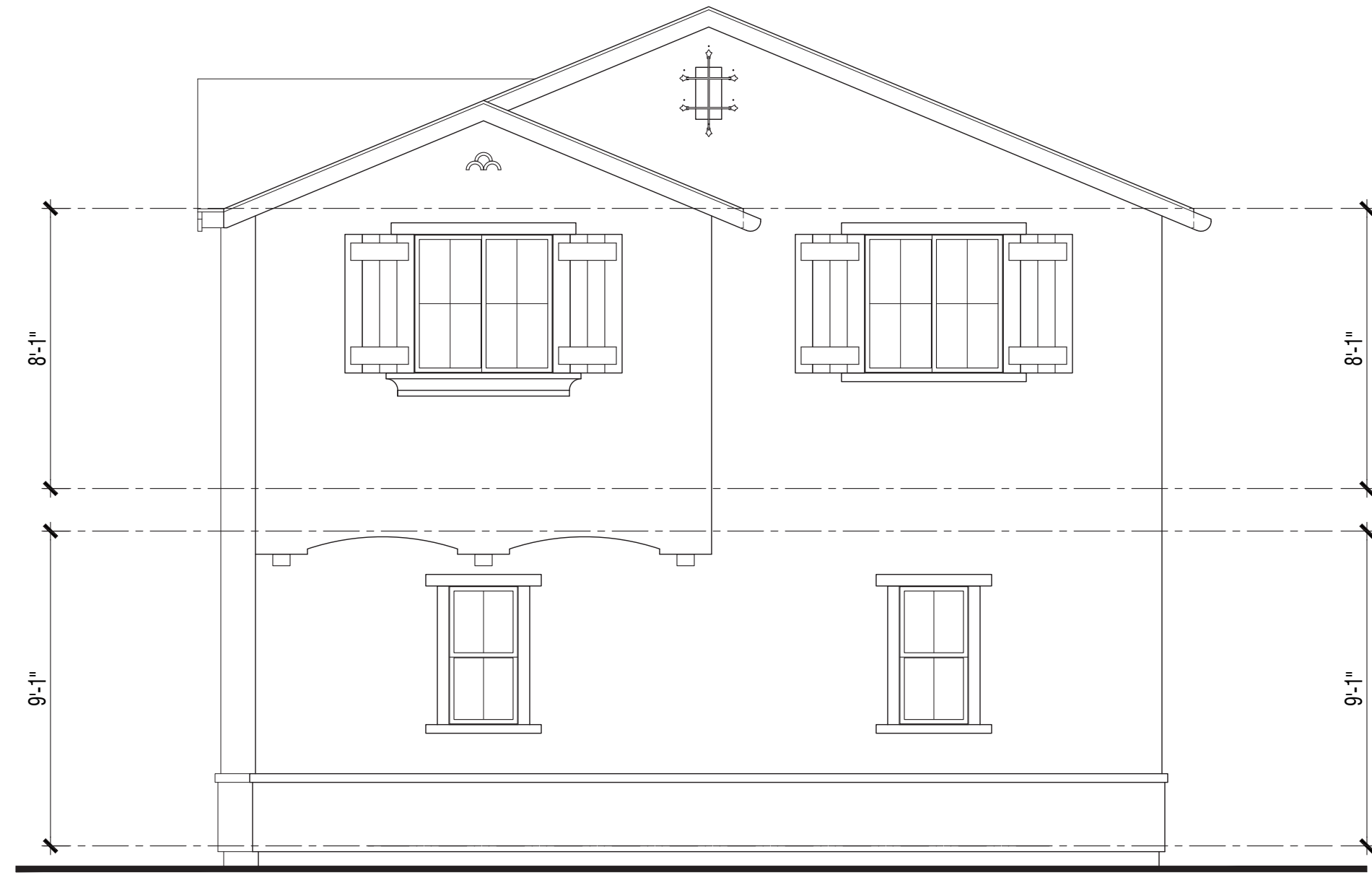
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

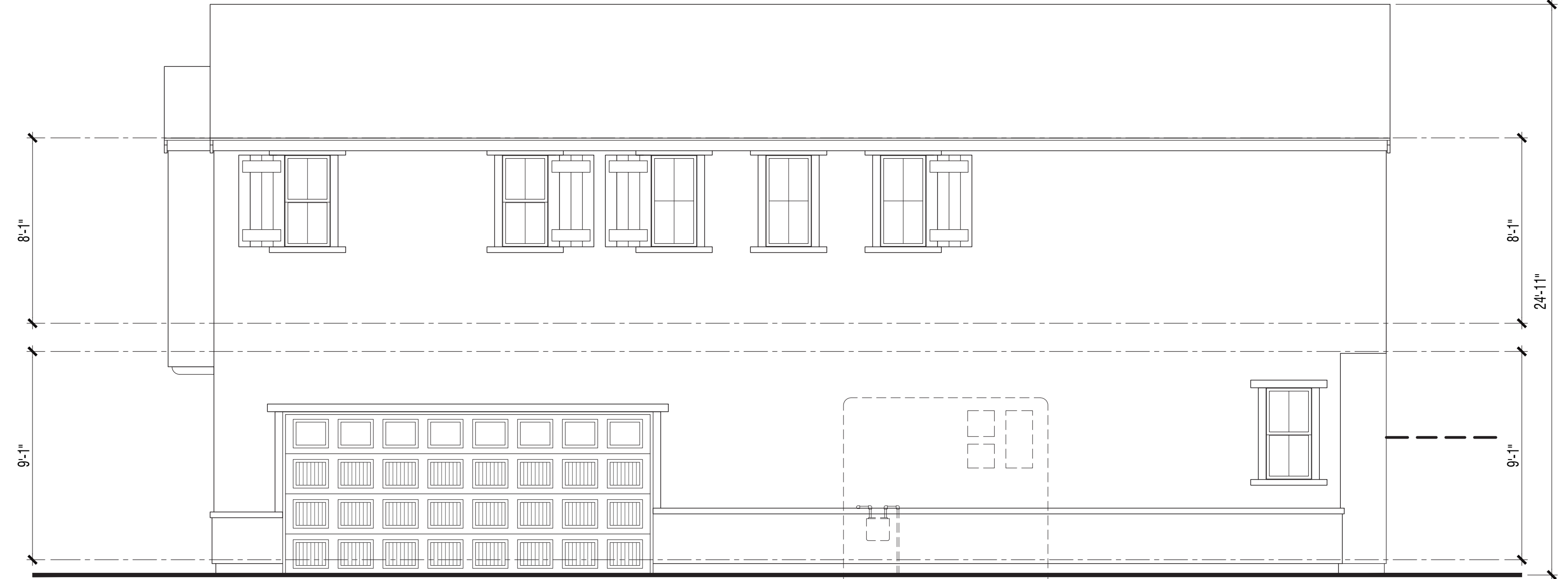


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A3.9



Right Elevation



Utilities here at lots 102, 105, 124

Rear Elevation



Left Elevation



Utilities here at lots 103, 104, 123

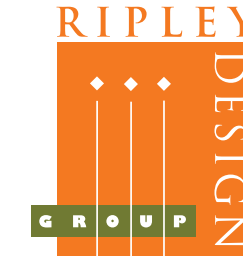
Front Elevation

PLAN 2043 X

Spanish Elevations

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

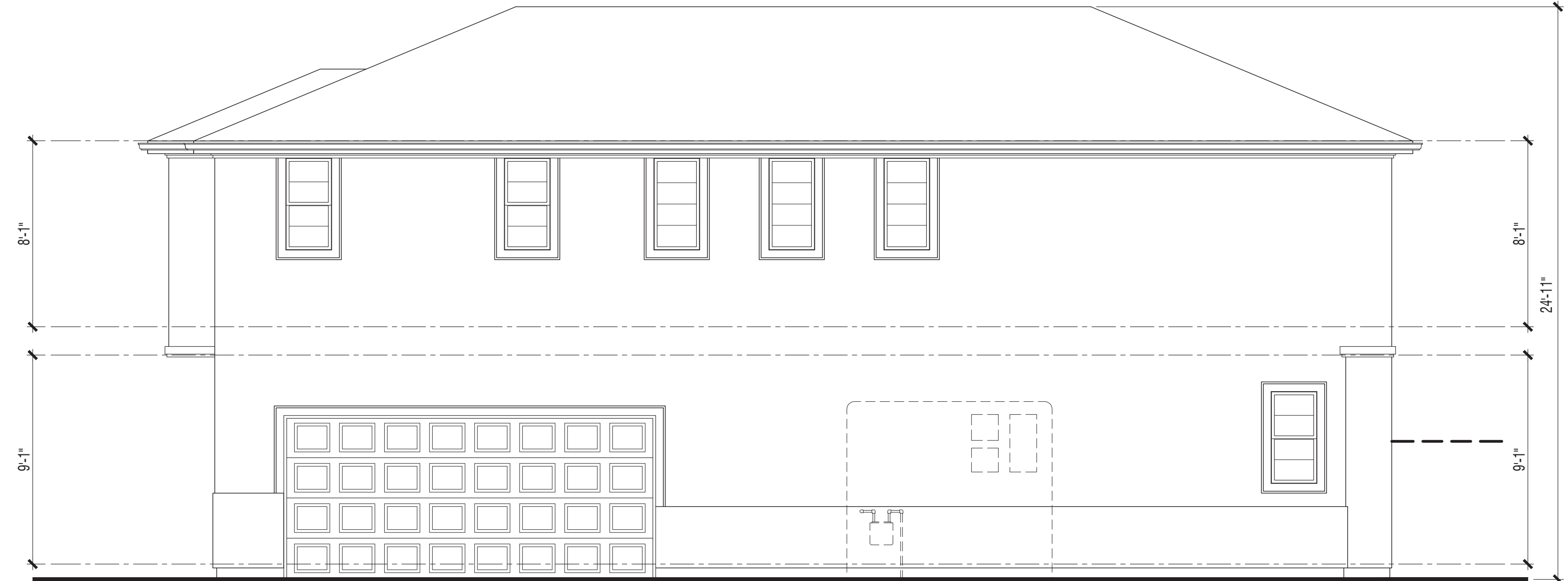


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

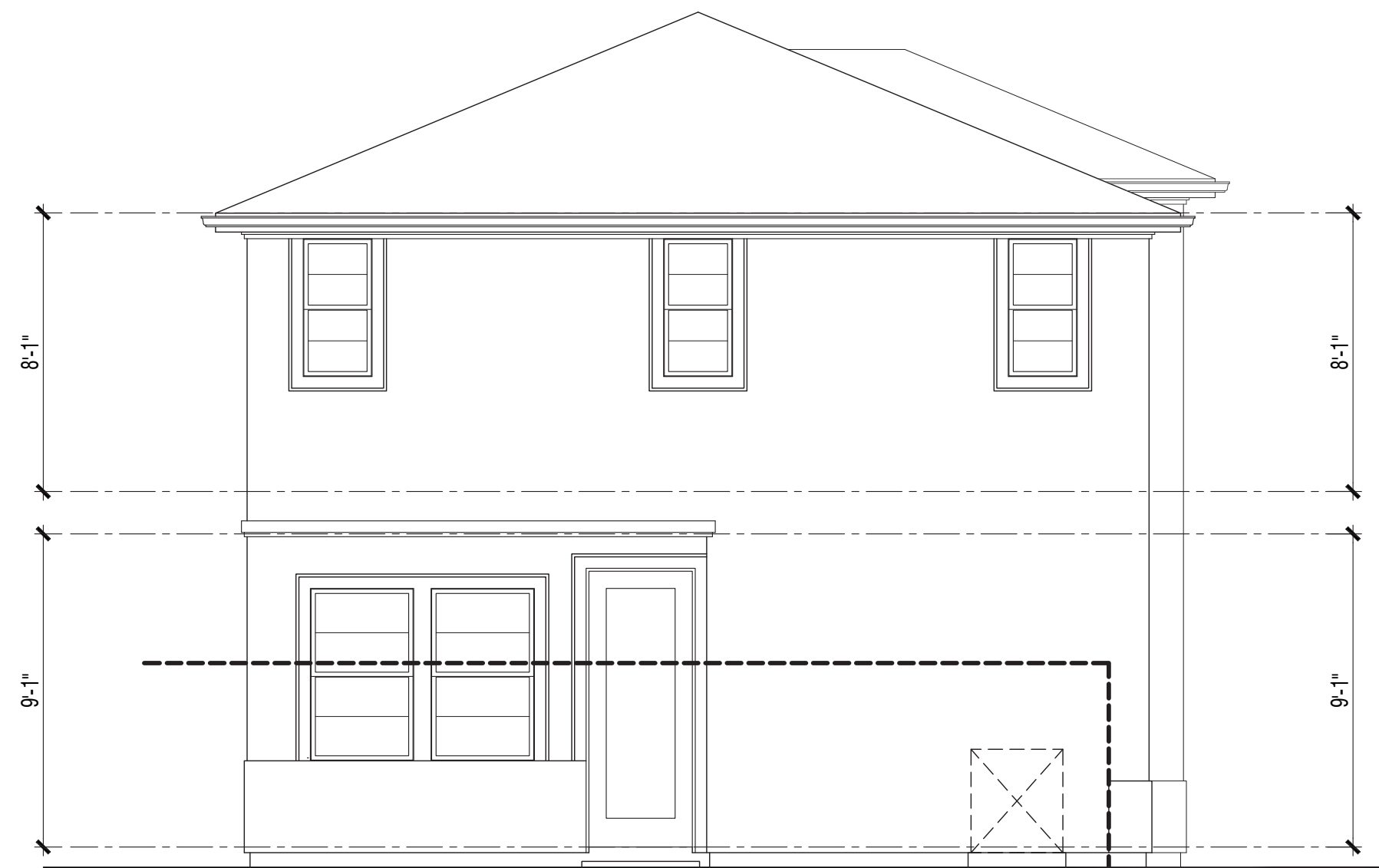
A3.10



Right Elevation



Rear Elevation



Left Elevation



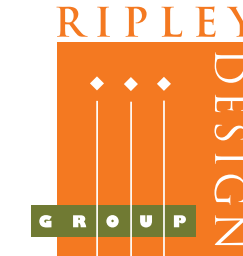
Front Elevation

PLAN 2043 X

Italianate Elevations

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

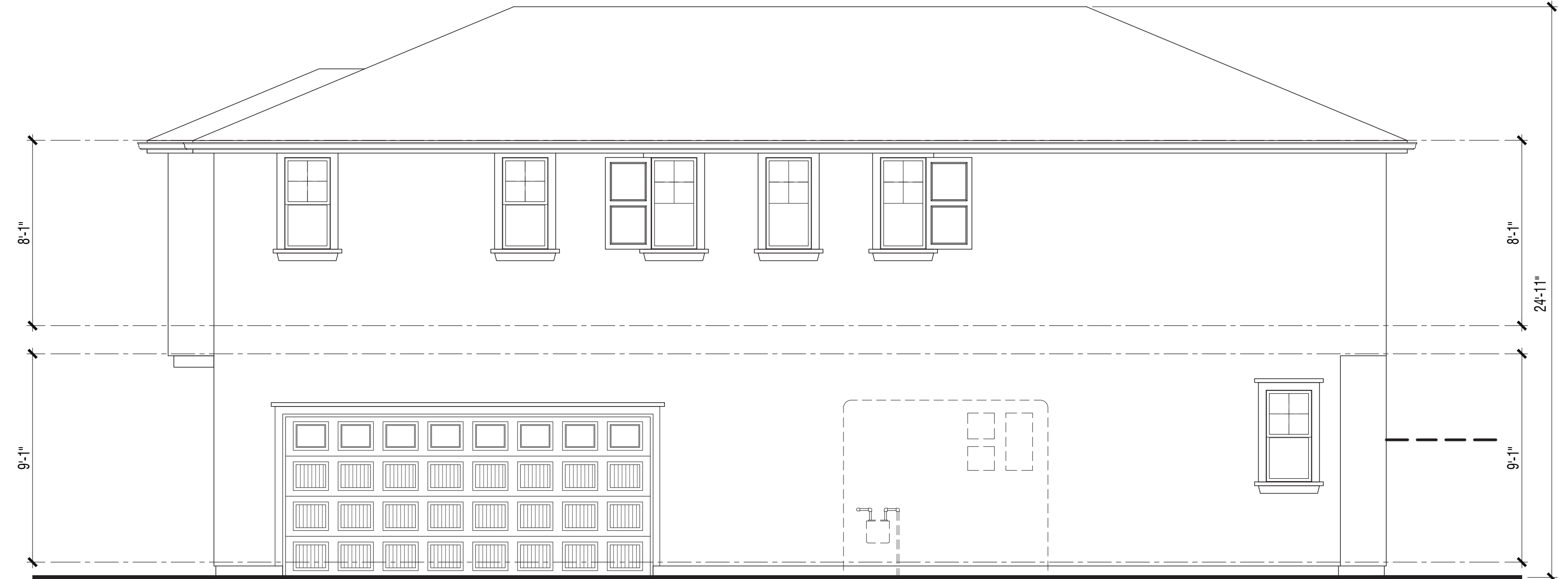


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A3.11

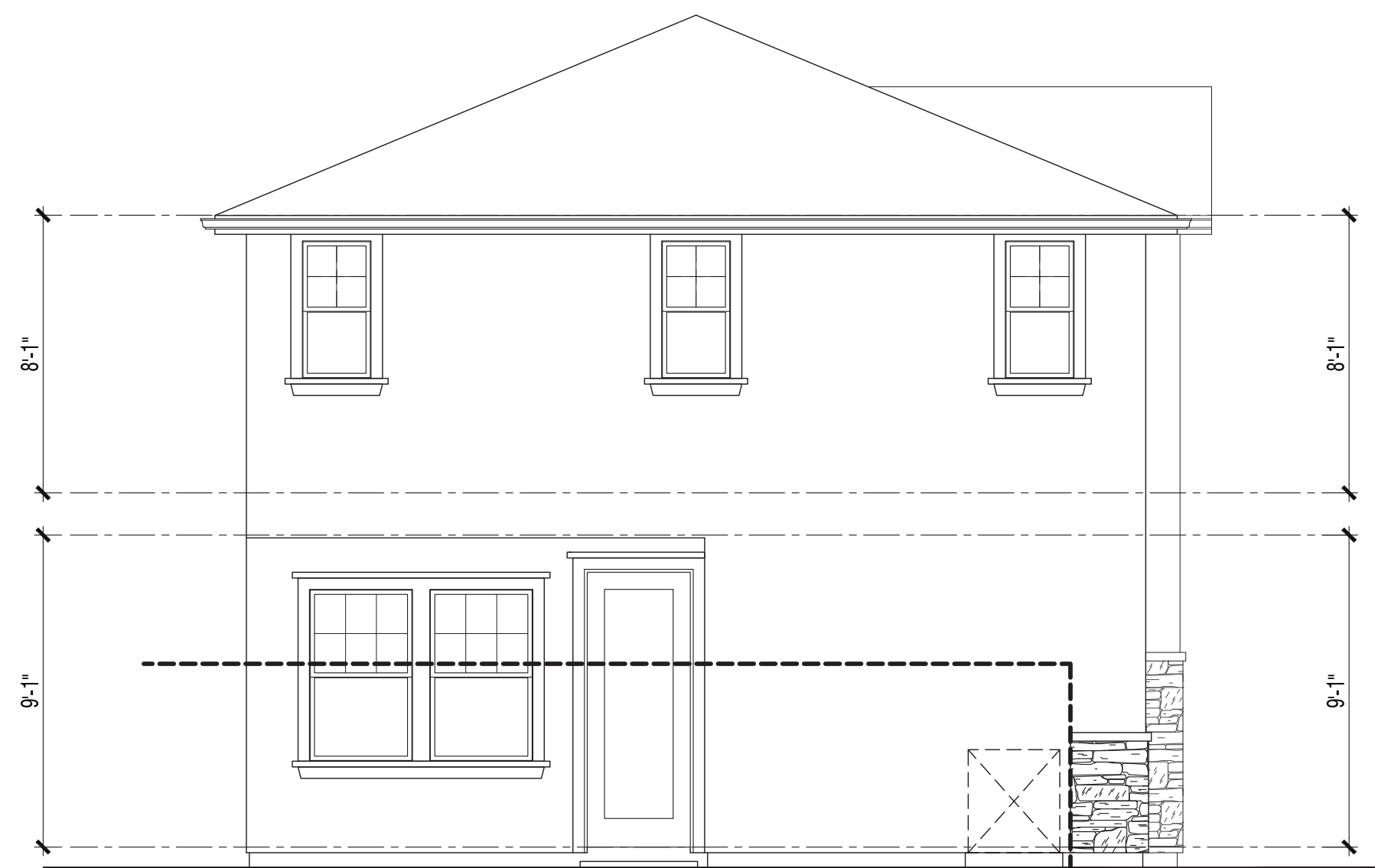


Right Elevation



Utilities here at lots 102, 105, 124

Rear Elevation



Left Elevation



Utilities here at lots 103, 104, 123

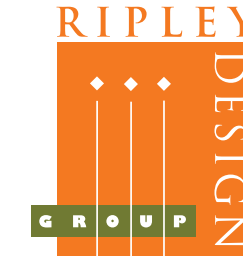
Front Elevation

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

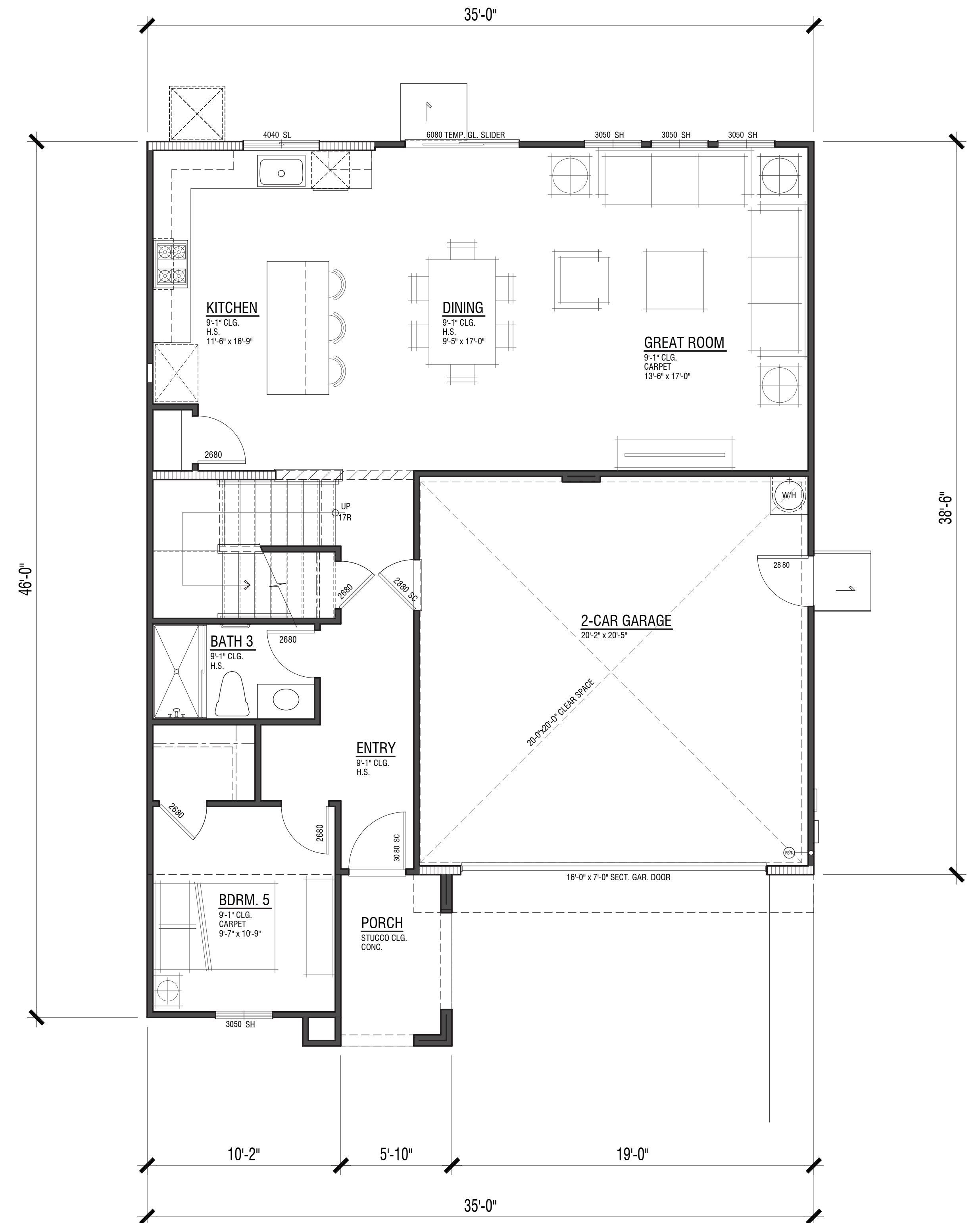
A3.12



Upper Floor 1,320 SF

PLAN 2311

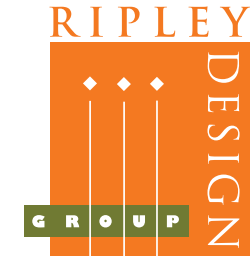
2,311 SF
5 Bdrm | 3 Bath | Loft
2-Car Garage



Lower Floor 991 SF

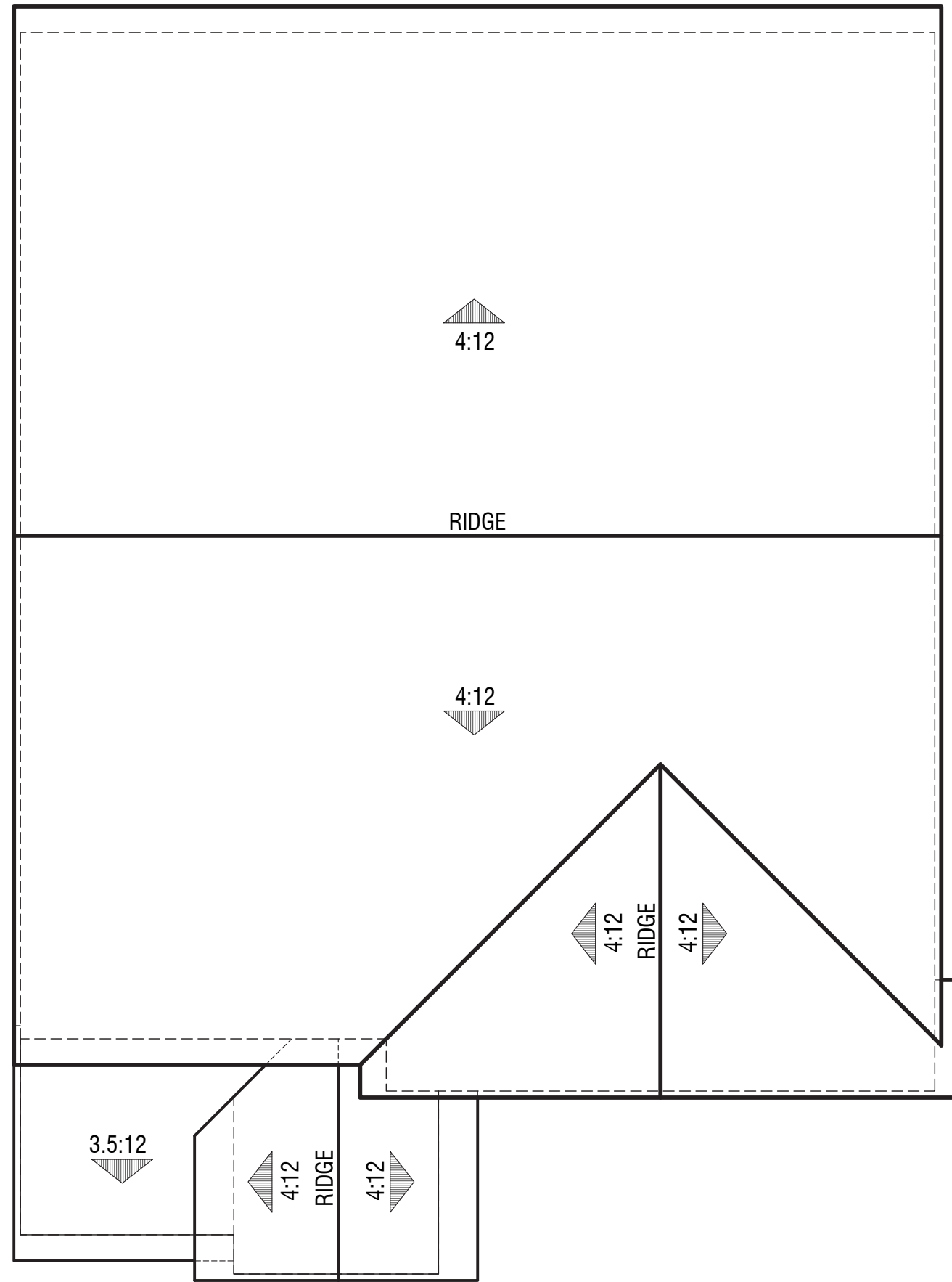
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

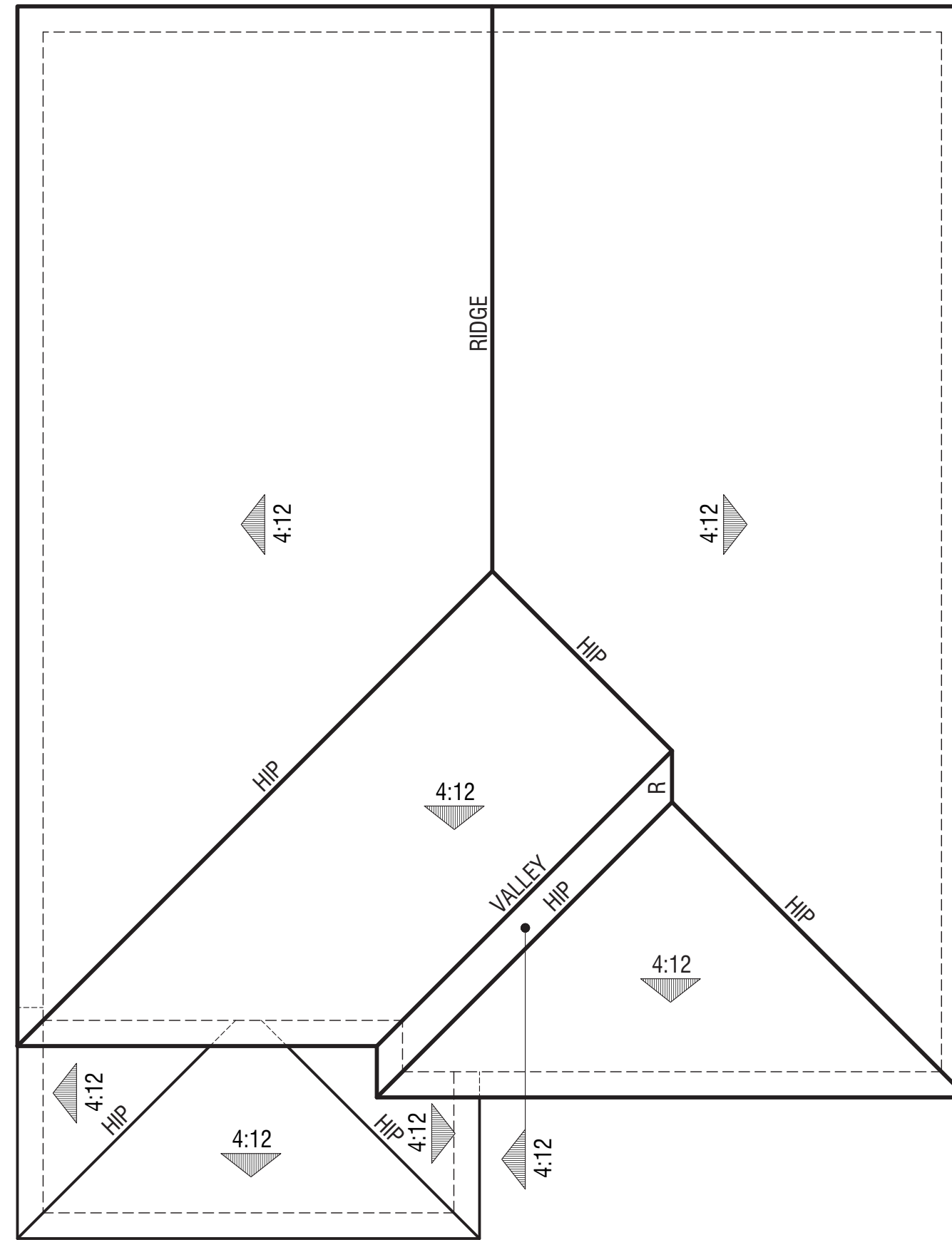


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

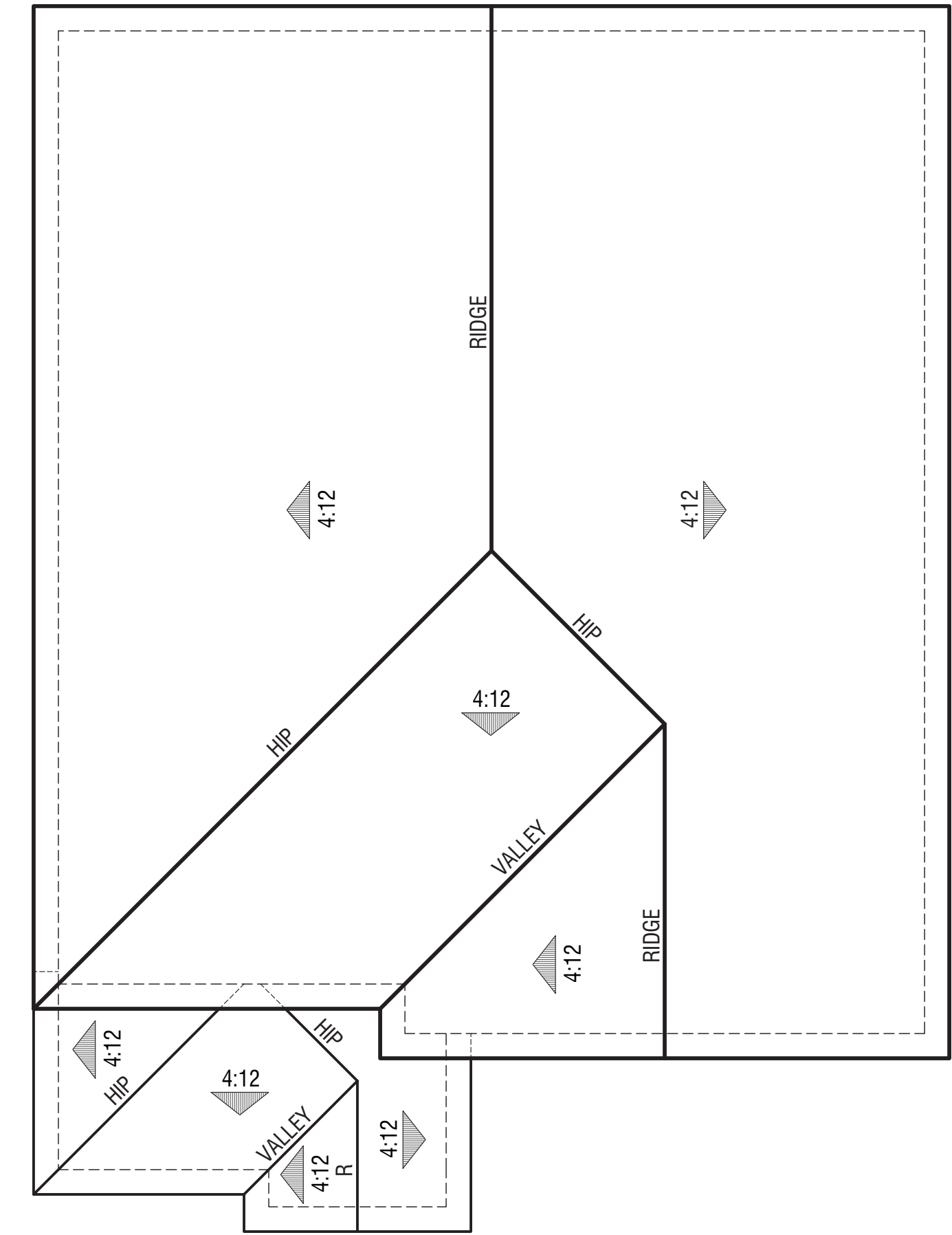
A4.1



Spanish Elevation



Italianate Elevation



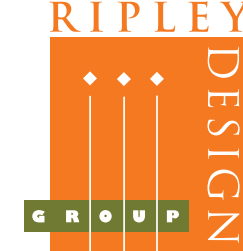
Mediterranean Elevation

PLAN 2311

Roof Plans

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

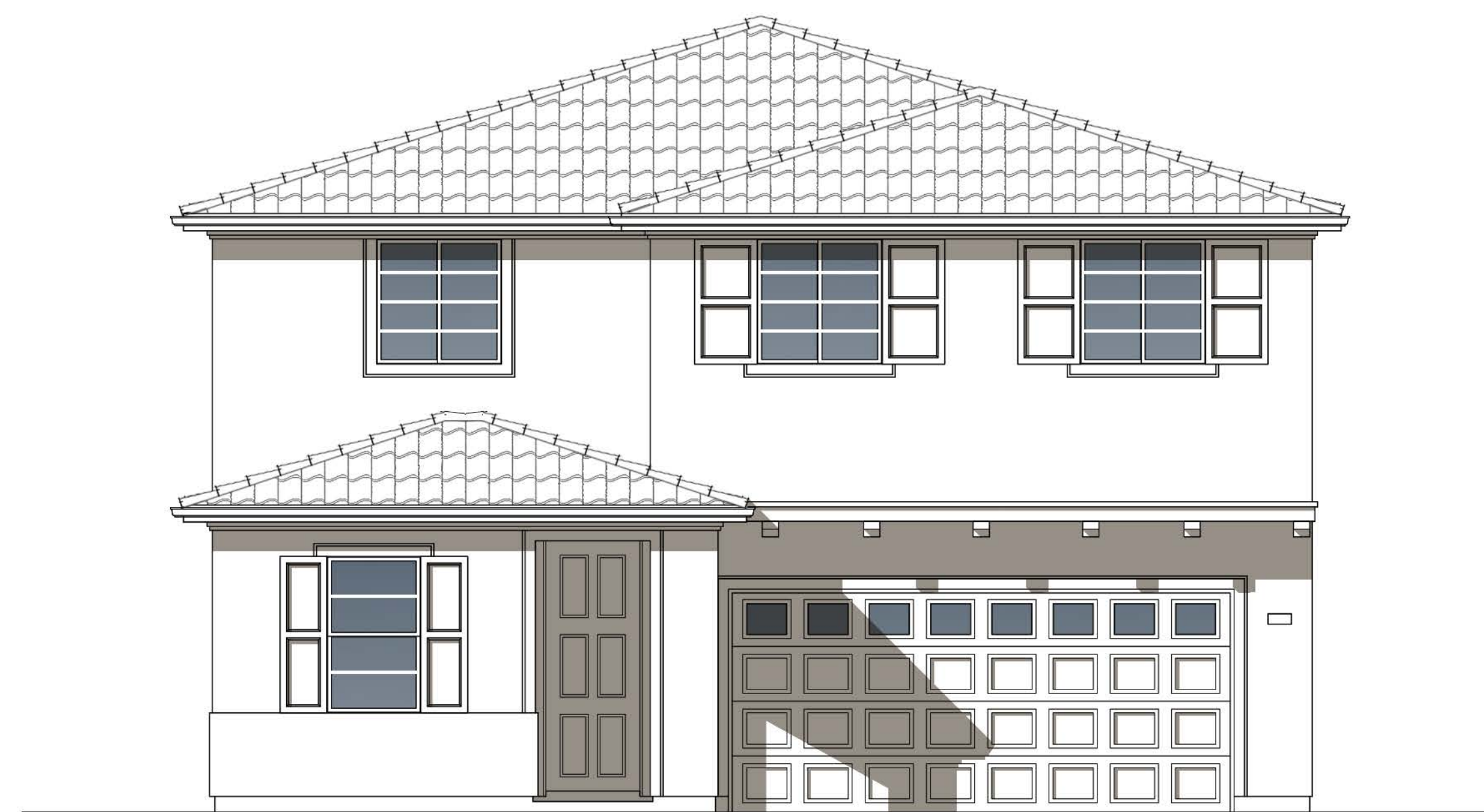


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

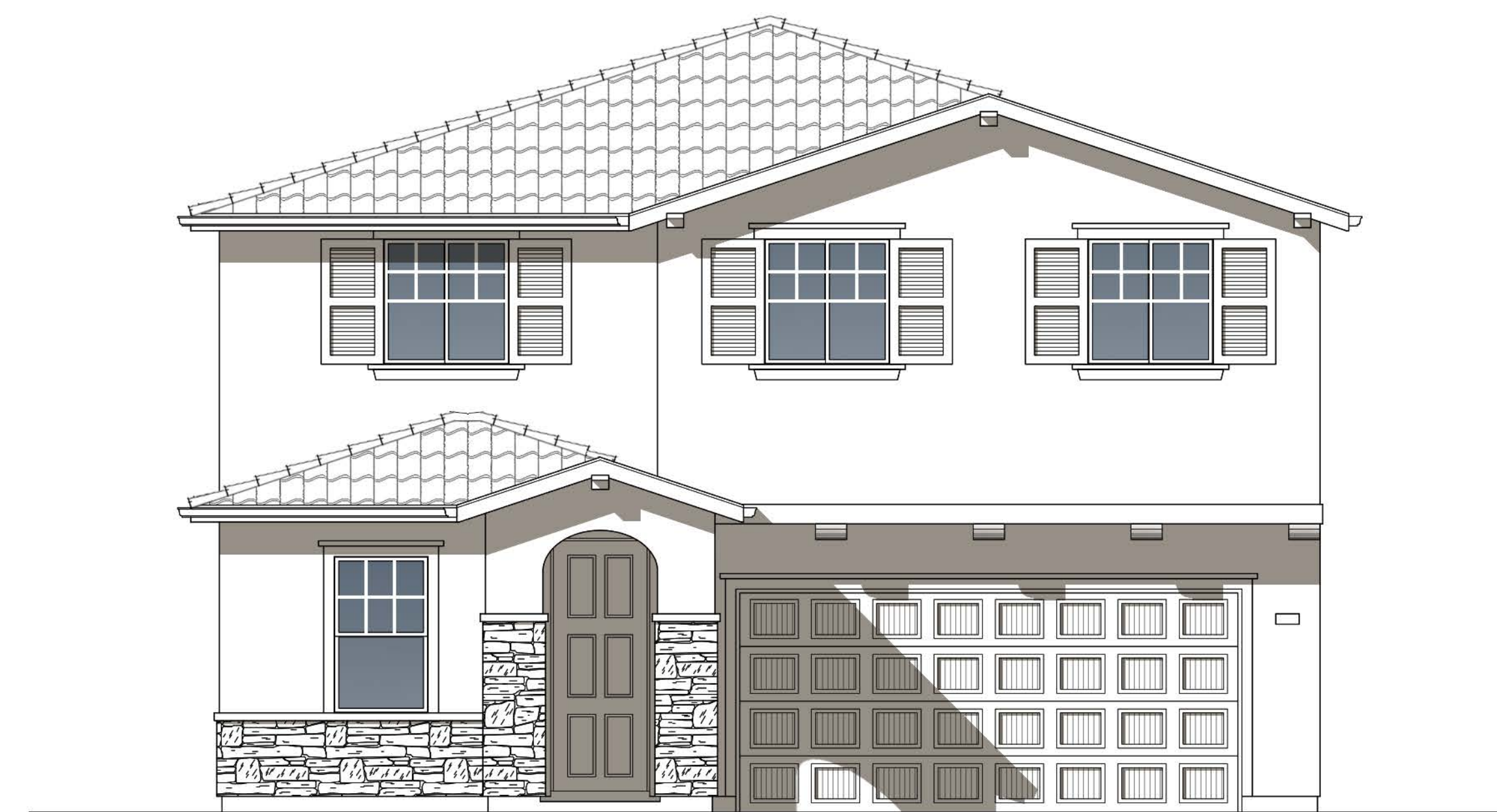
A4.2



Spanish Elevation



Italianate Elevation



Mediterranean Elevation

PLAN 2311

Front Elevations

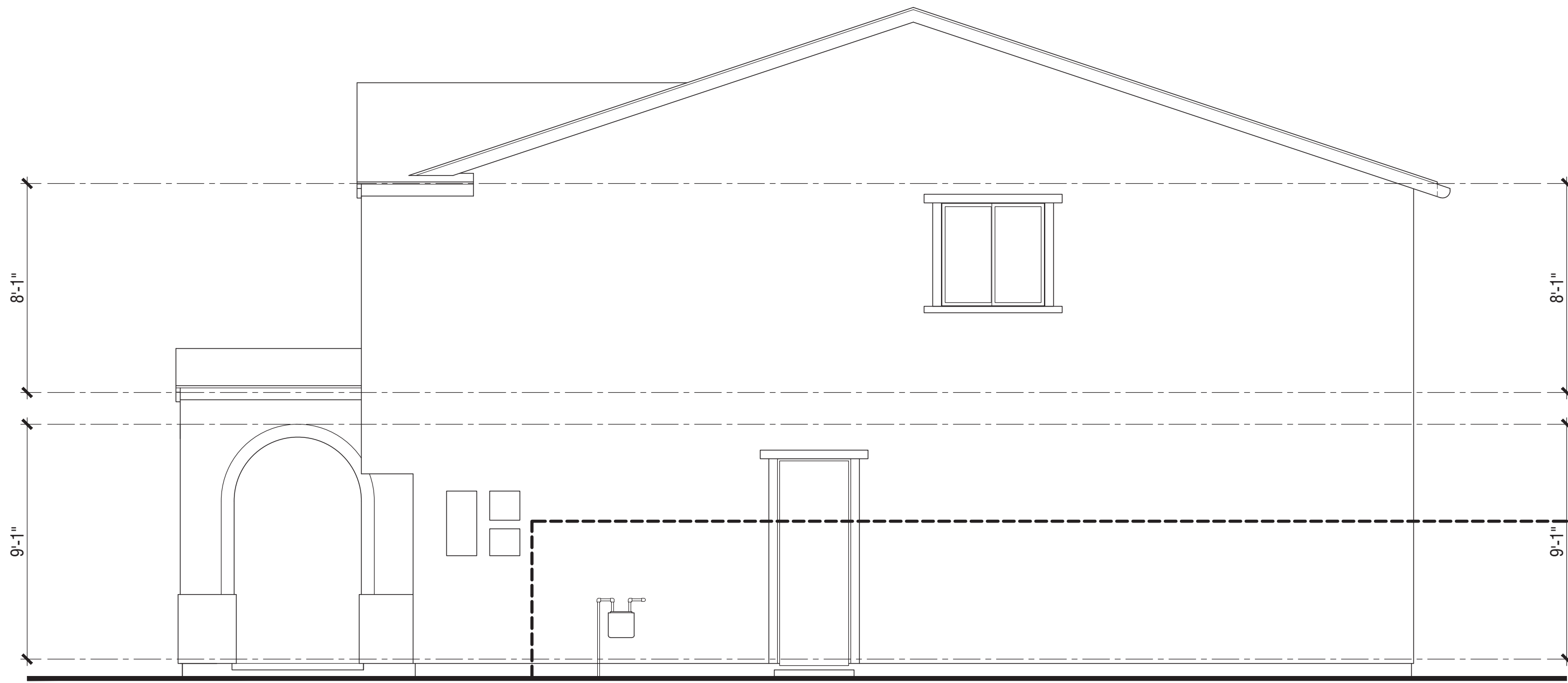
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

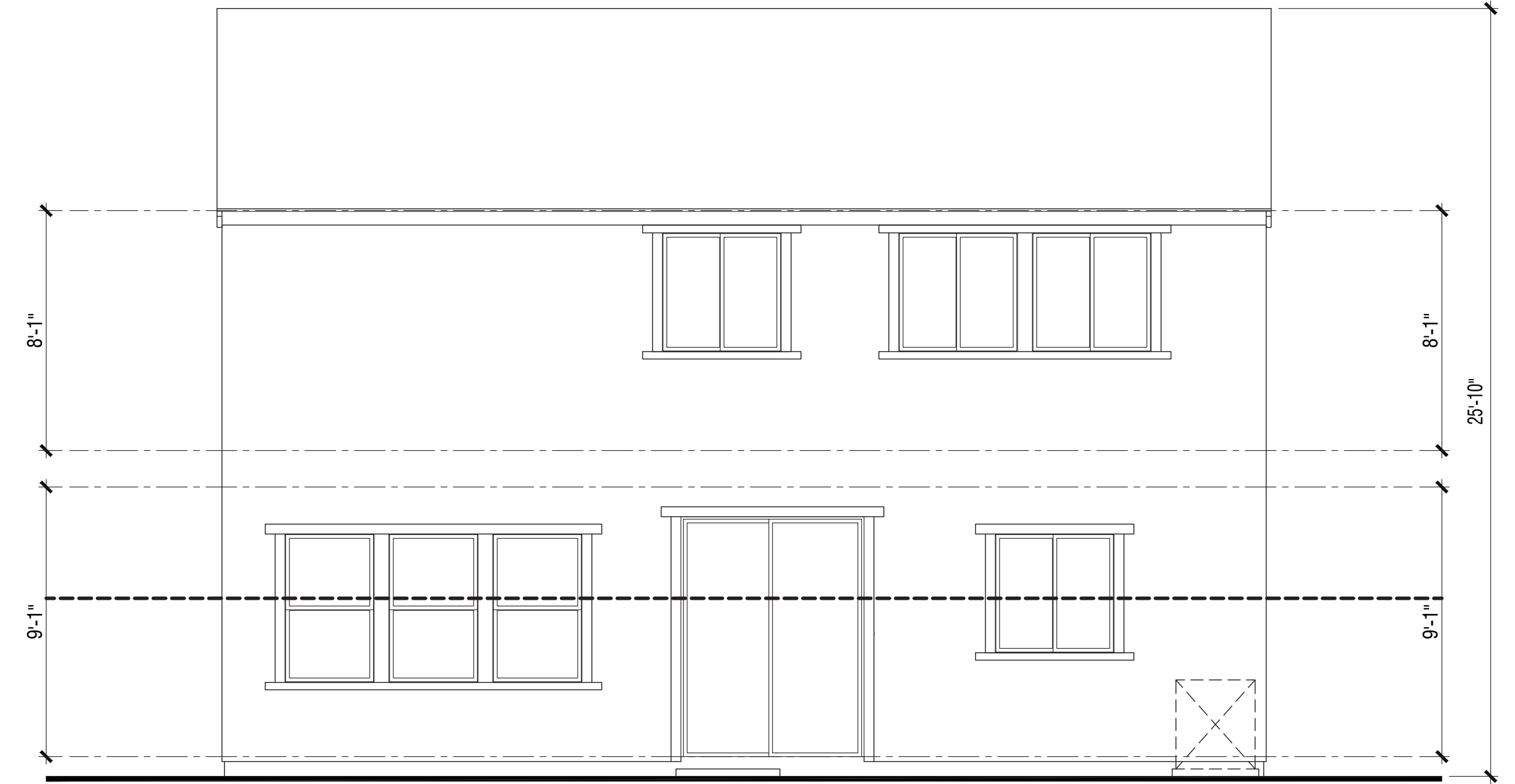


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

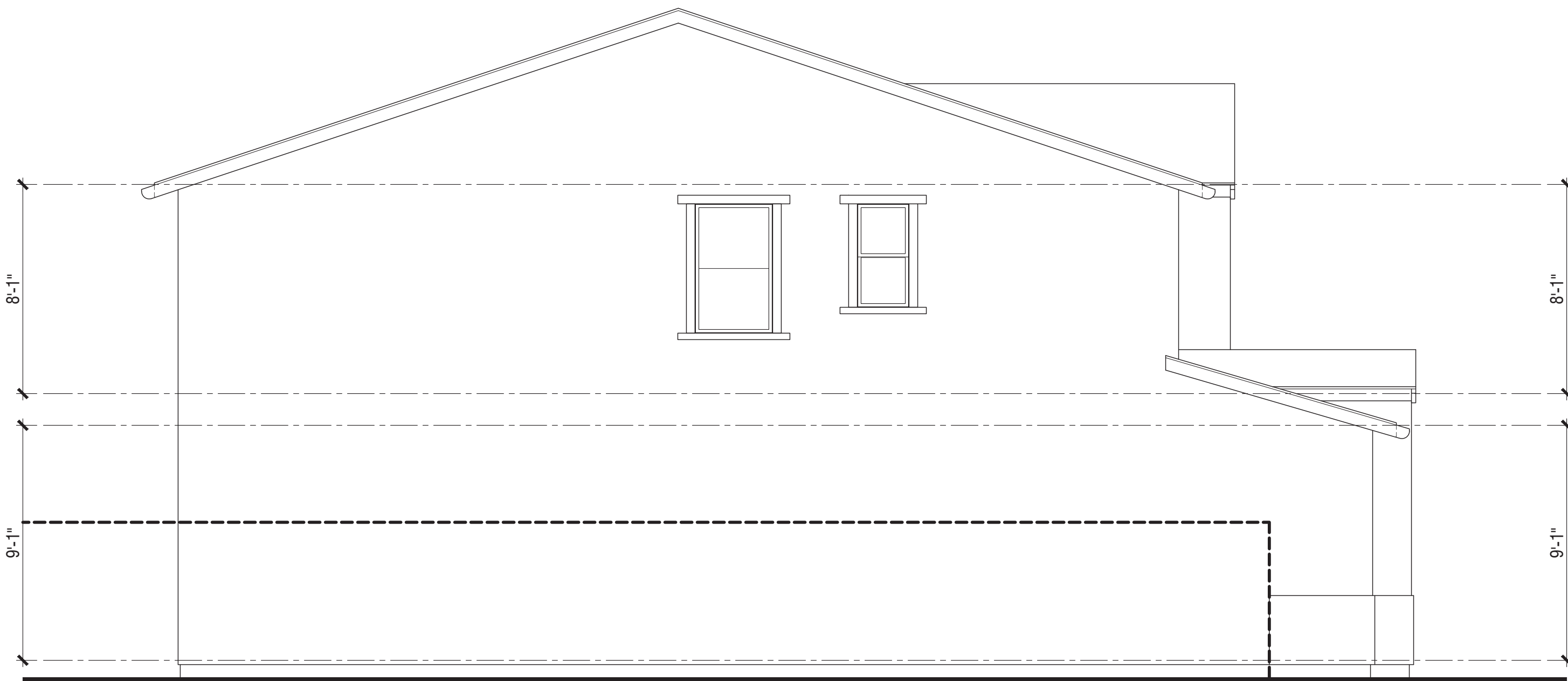
A4.3



Right Elevation



Rear Elevation



Left Elevation



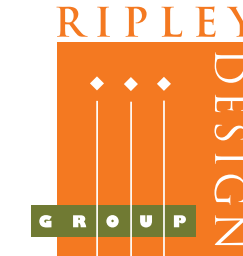
Front Elevation

PLAN 2311

Spanish Elevations

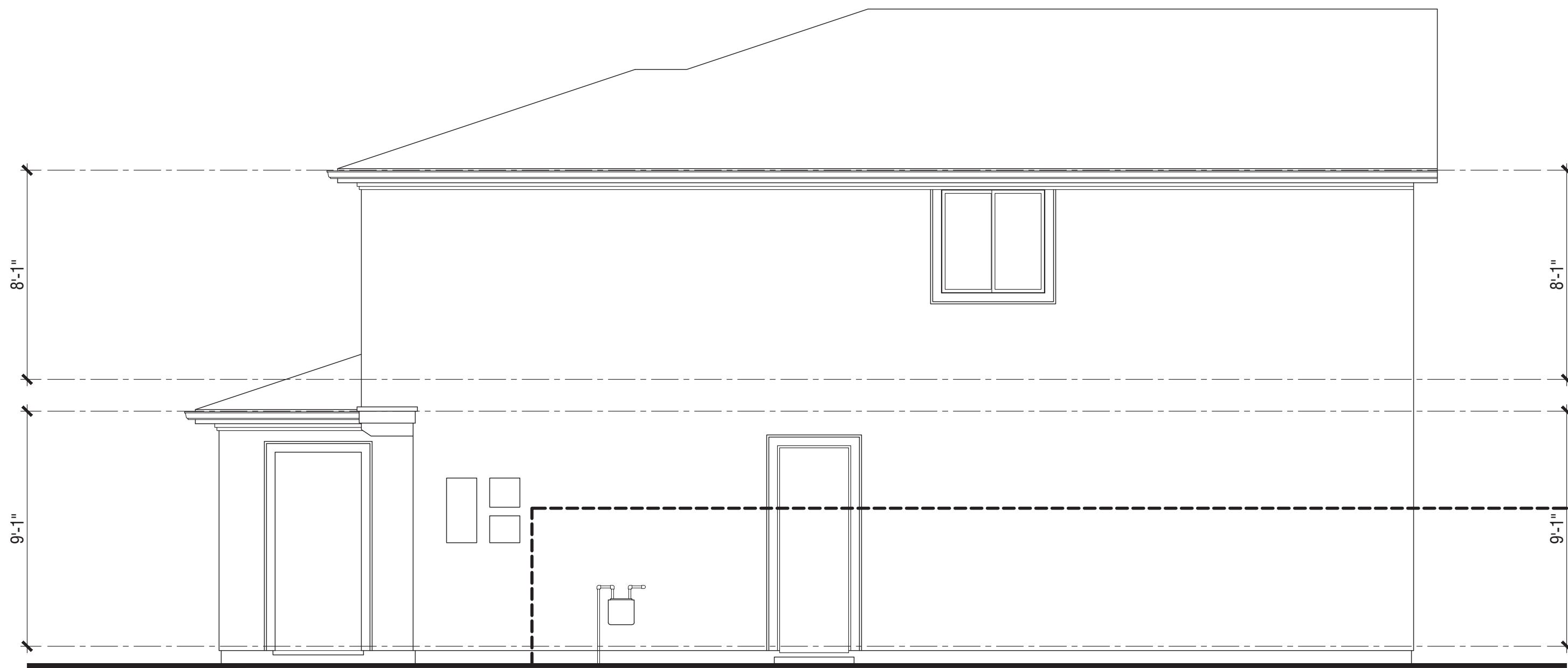
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

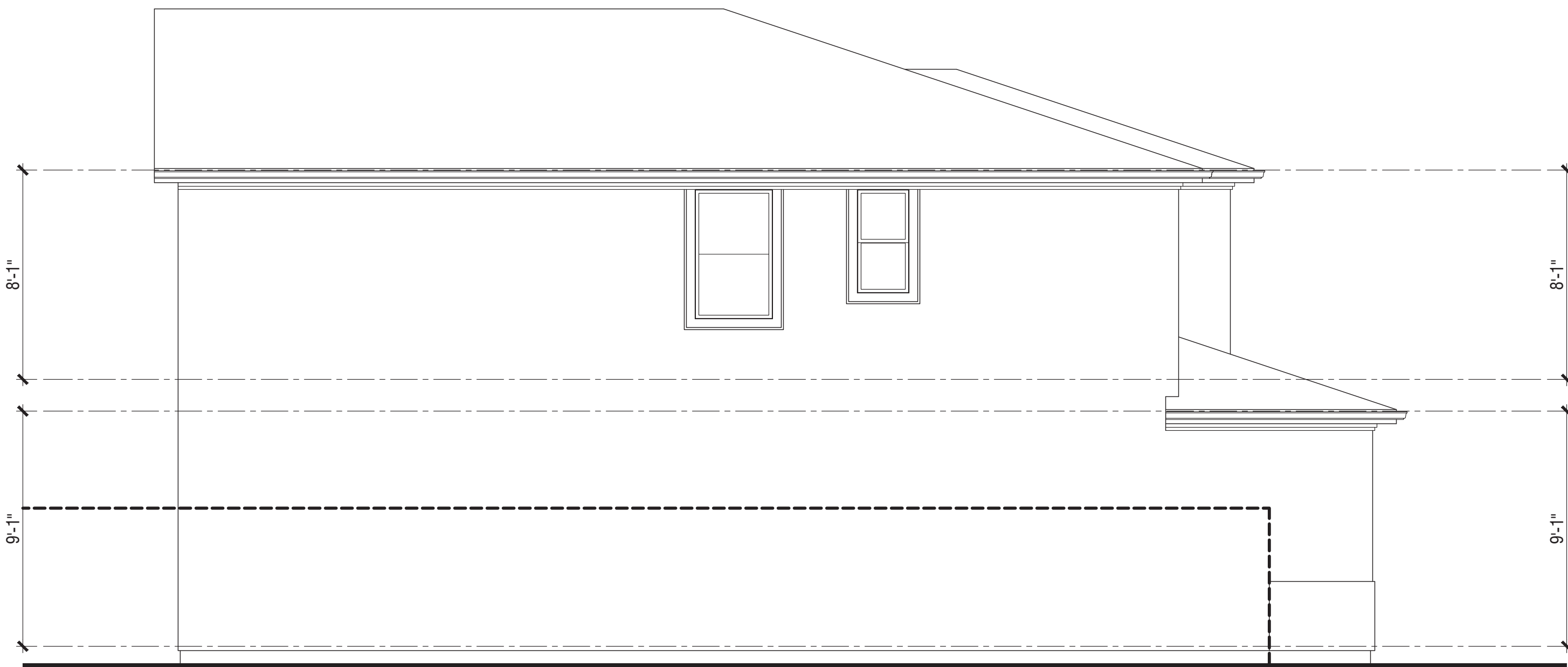
A4.4



Right Elevation



Rear Elevation



Left Elevation



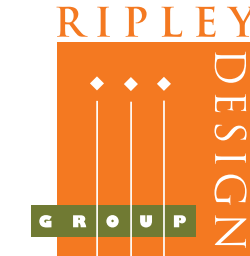
Front Elevation

PLAN 2311

Italianate Elevations

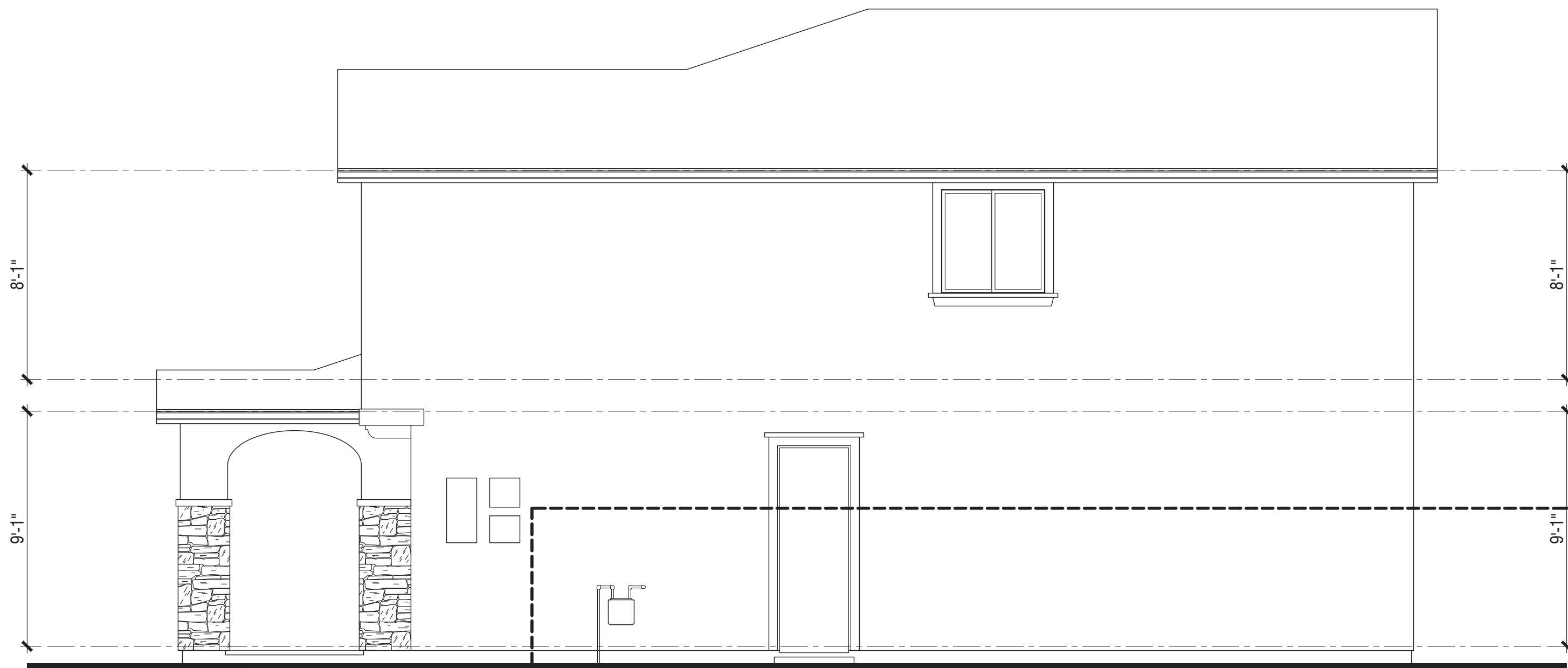
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

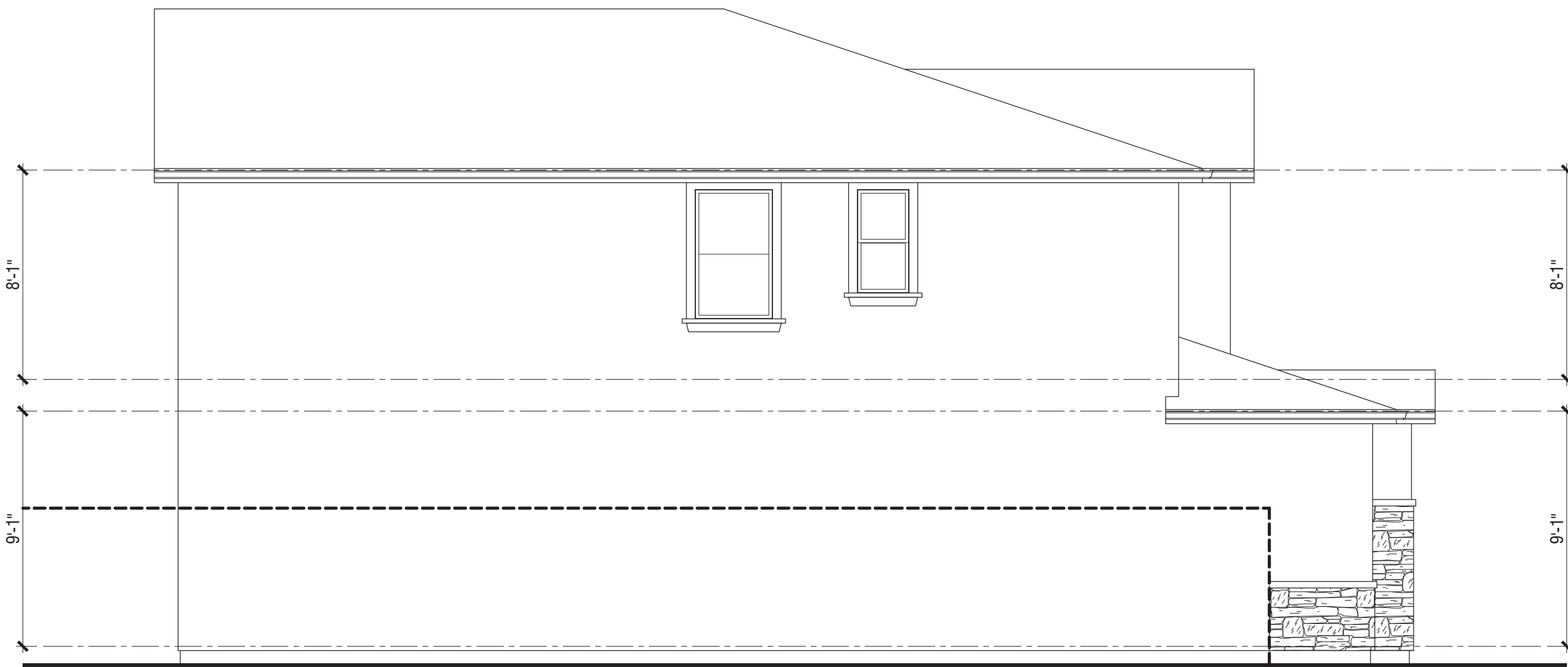
A4.5



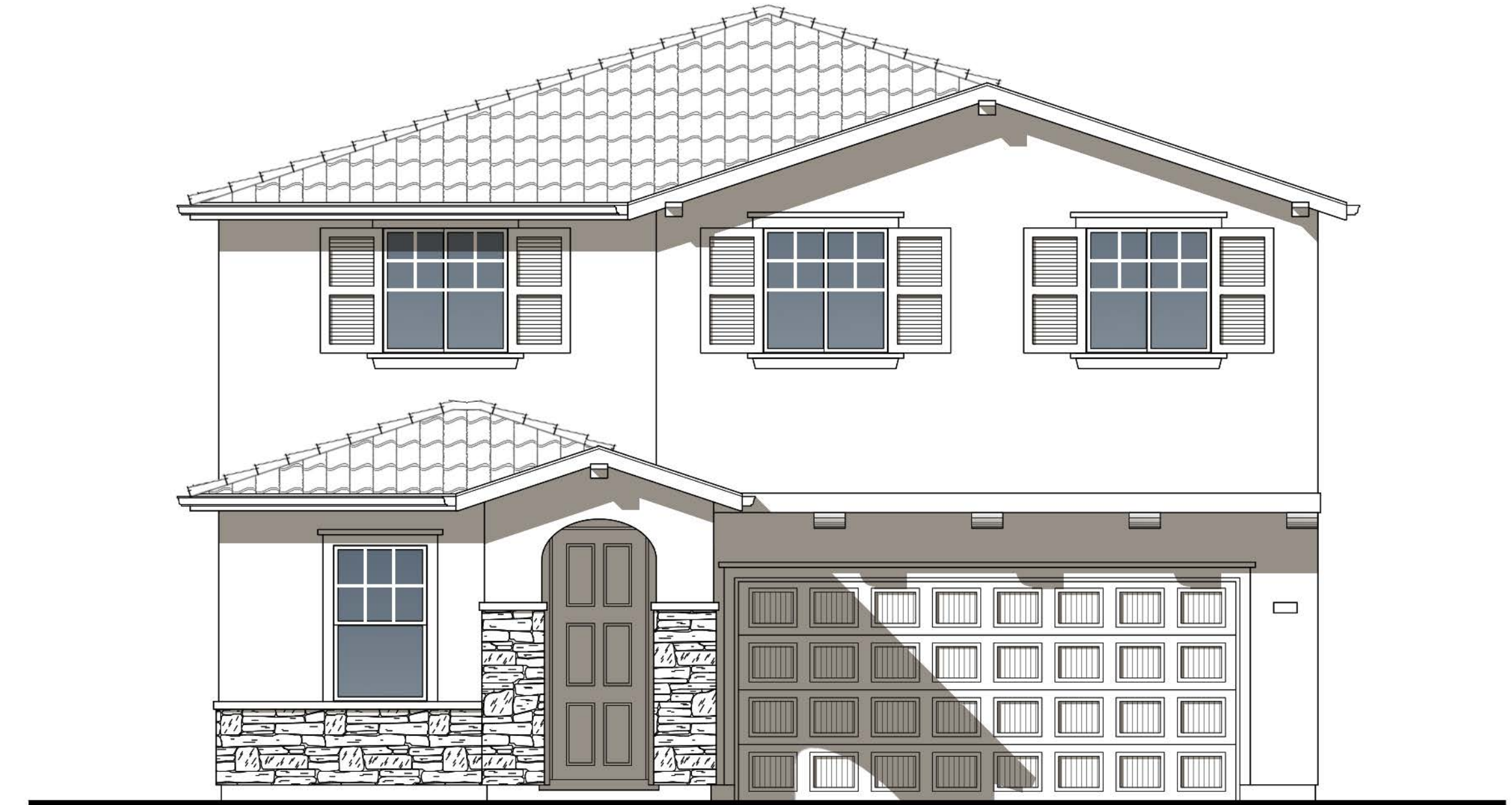
Right Elevation



Rear Elevation



Left Elevation



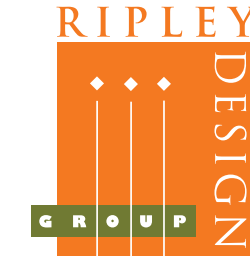
Front Elevation

PLAN 2311

Mediterranean Elevations

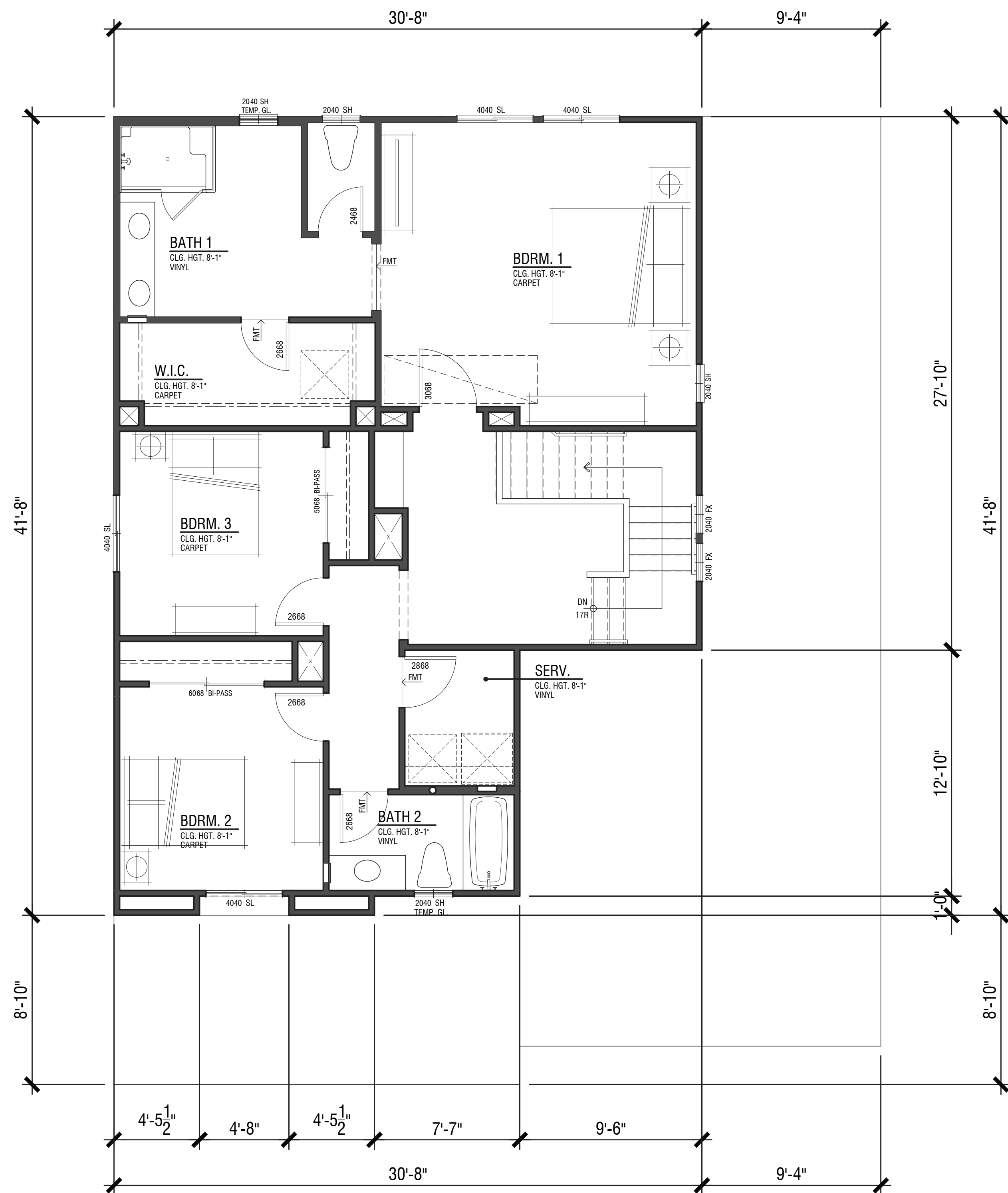
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

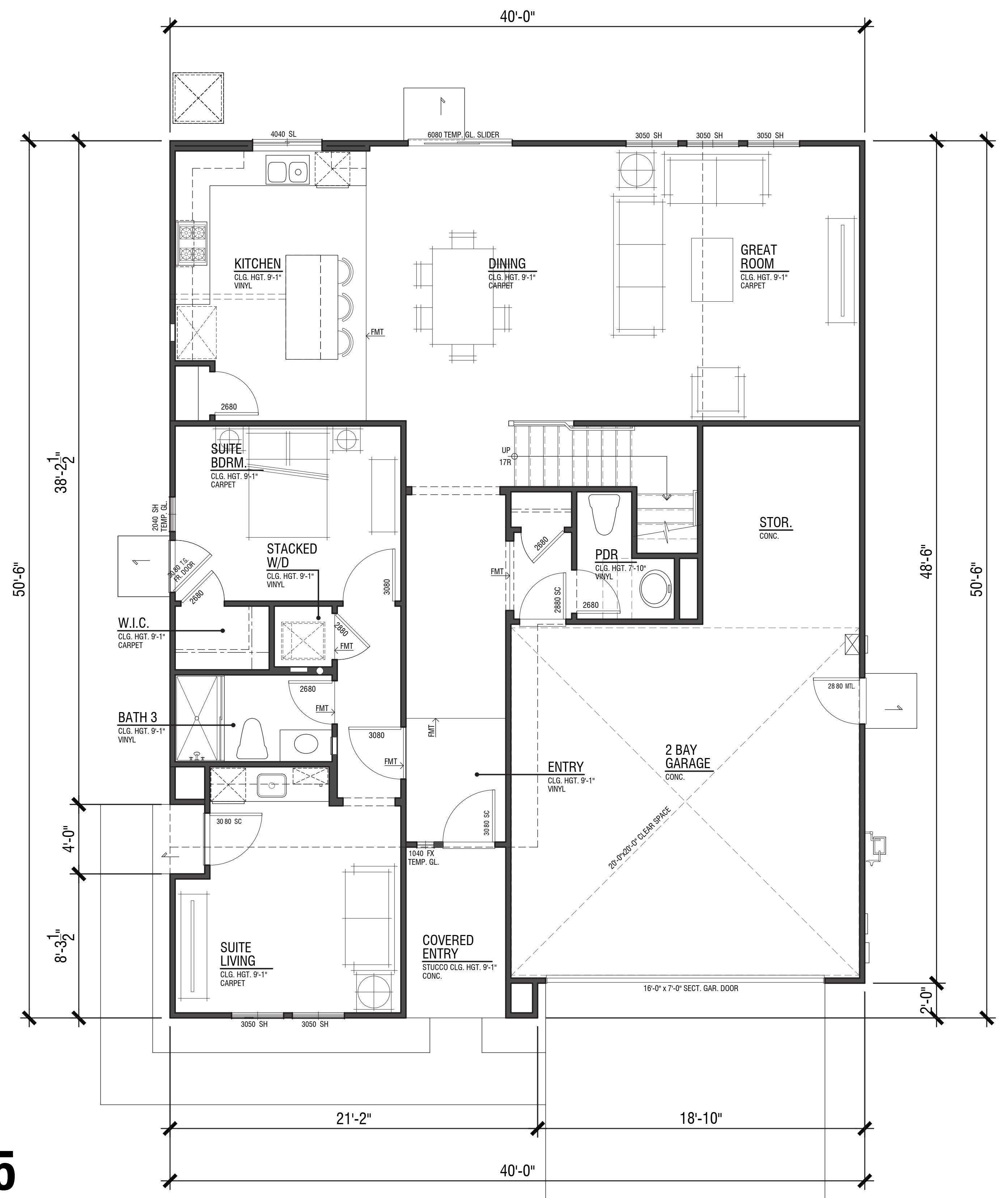


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A4.6



Upper Floor 1,051 SF



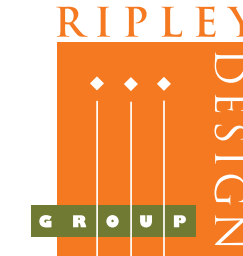
Lower Floor 1,384 SF

PLAN 2435

2,435 SF
4 Bdrm | 3.5 Bath | Loft
2-Car Garage

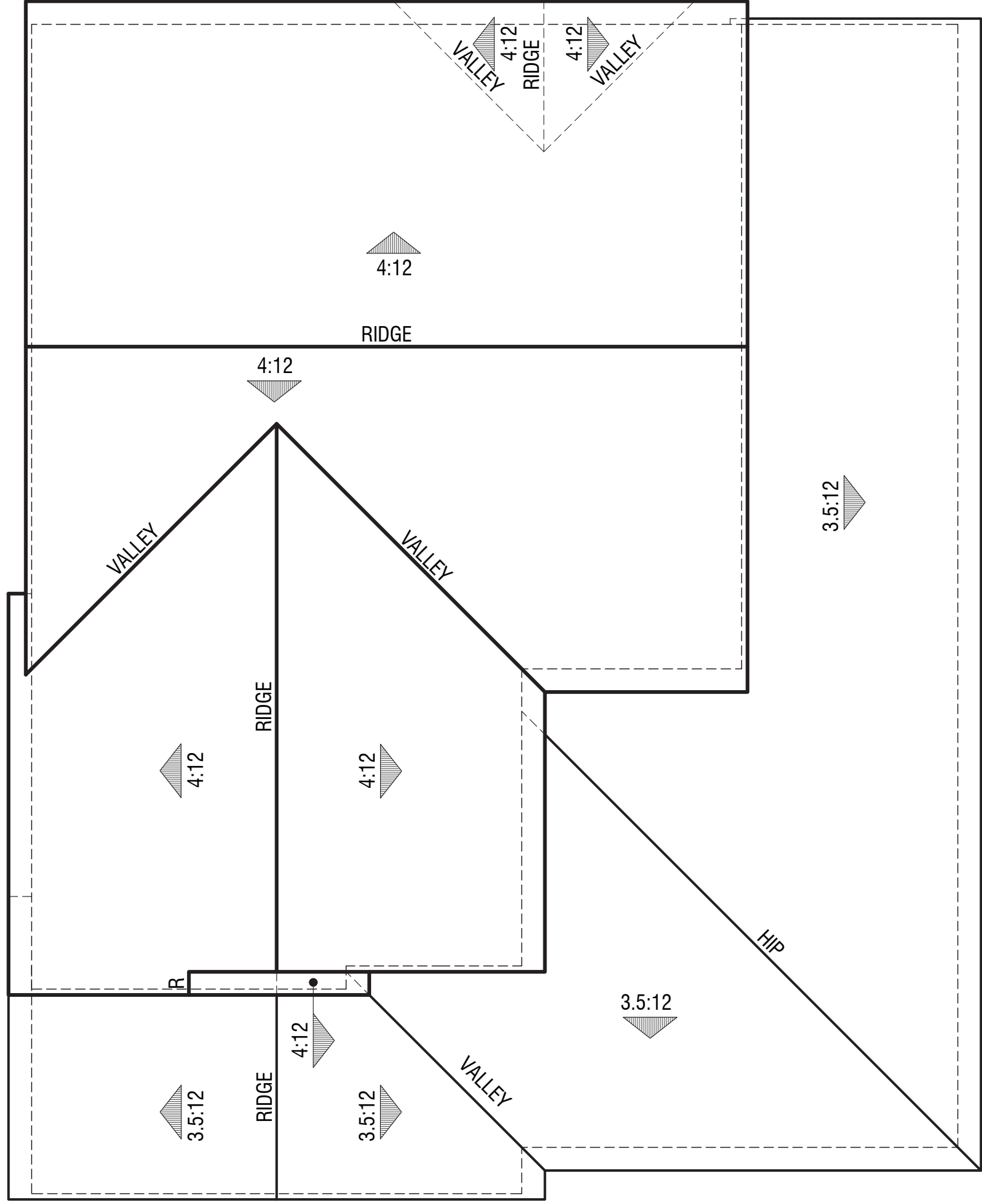
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

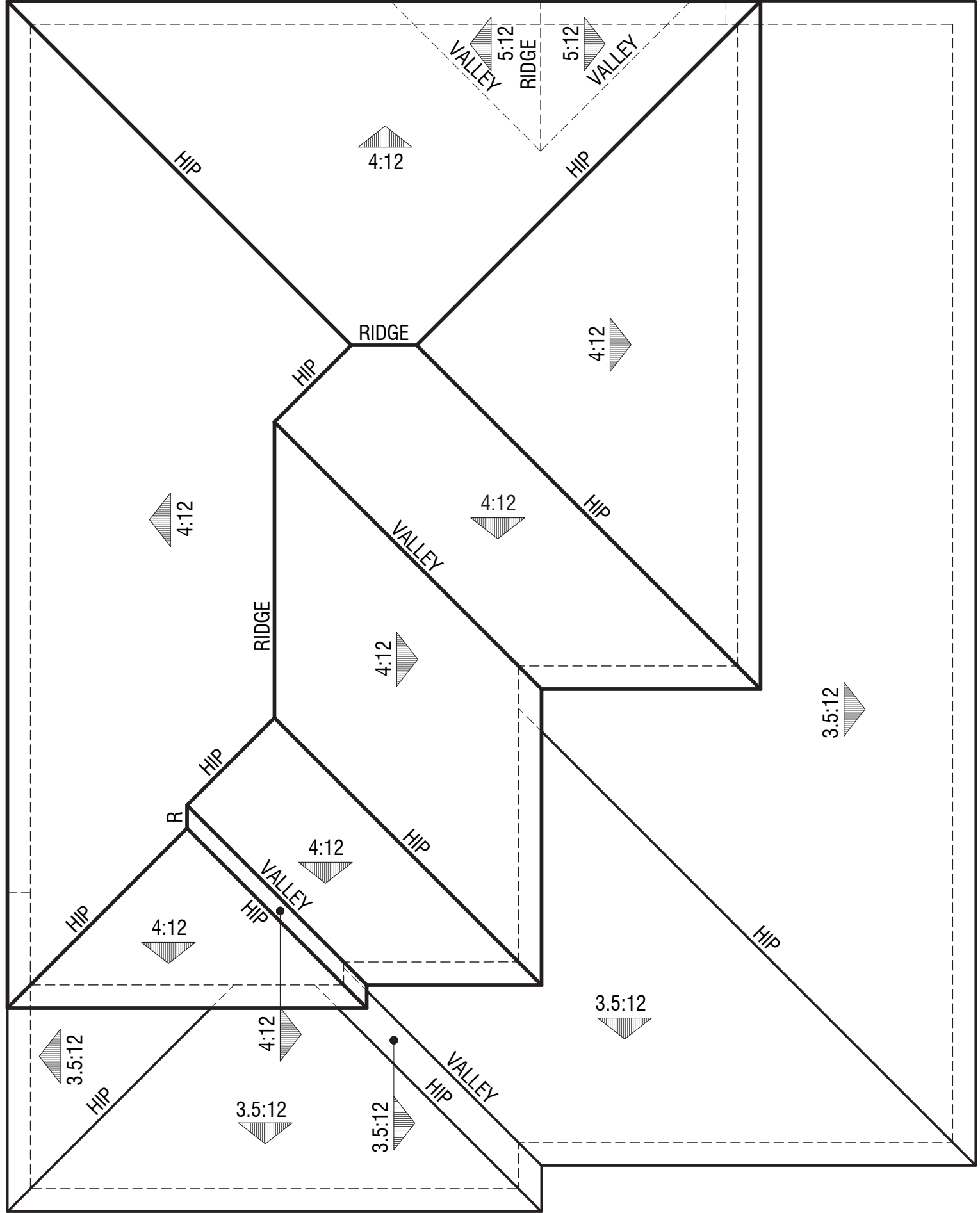


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

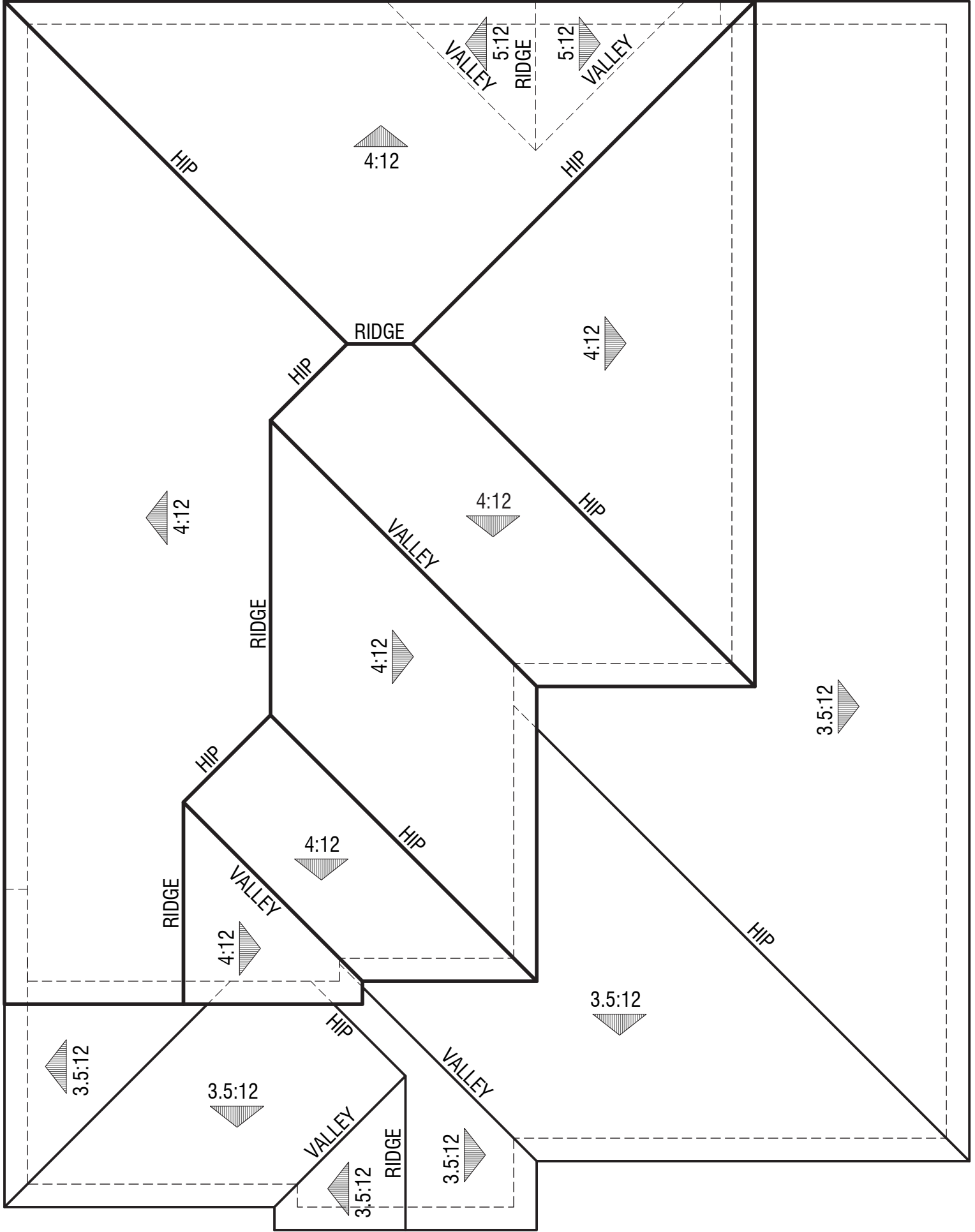
A5.1



Spanish Elevation



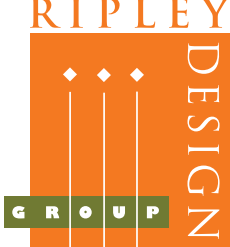
Italianate Elevation



Mediterranean Elevation

PLAN 2435 Roof Plans

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC

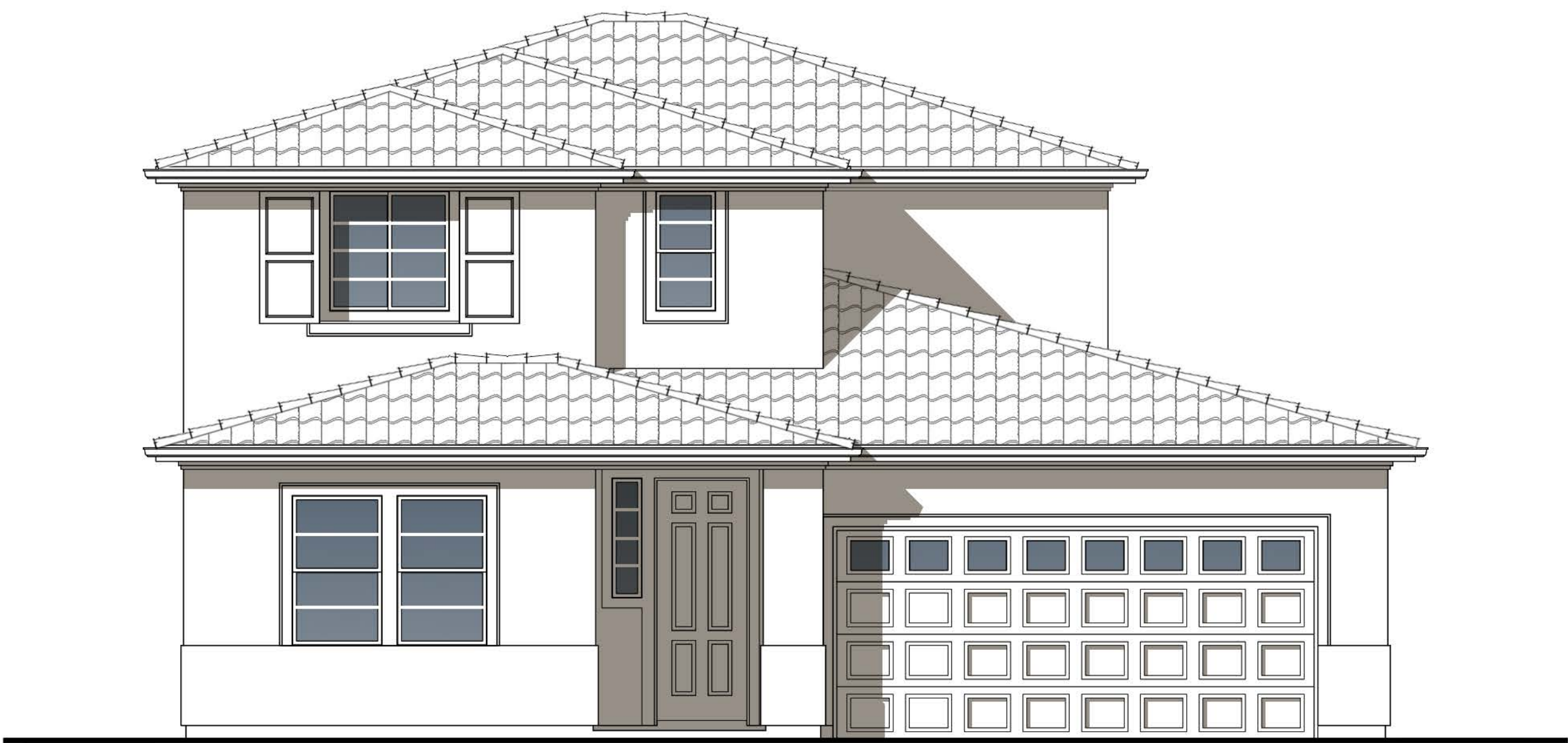


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

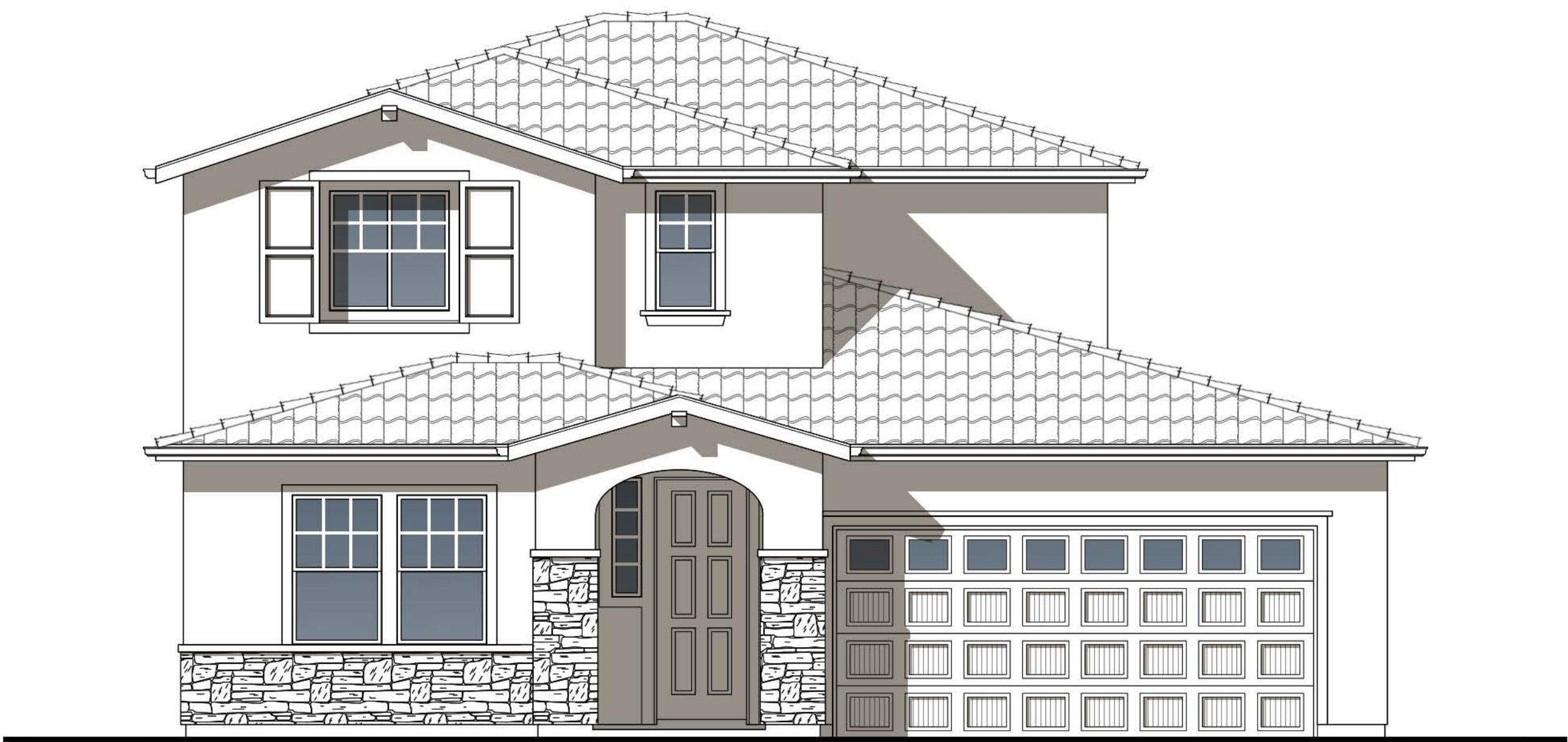
A5.2



Spanish Elevation



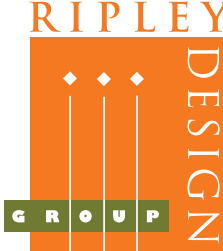
Italianate Elevation



Mediterranean Elevation

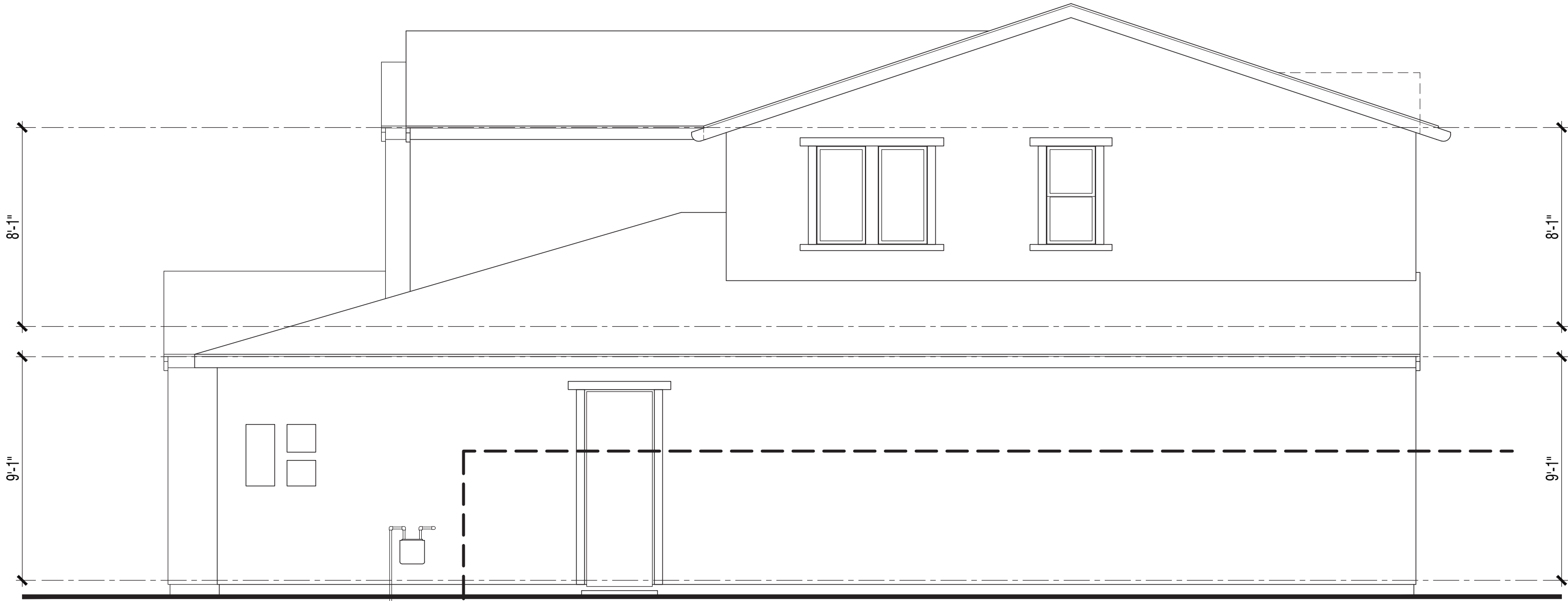
PLAN 2435
Front Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

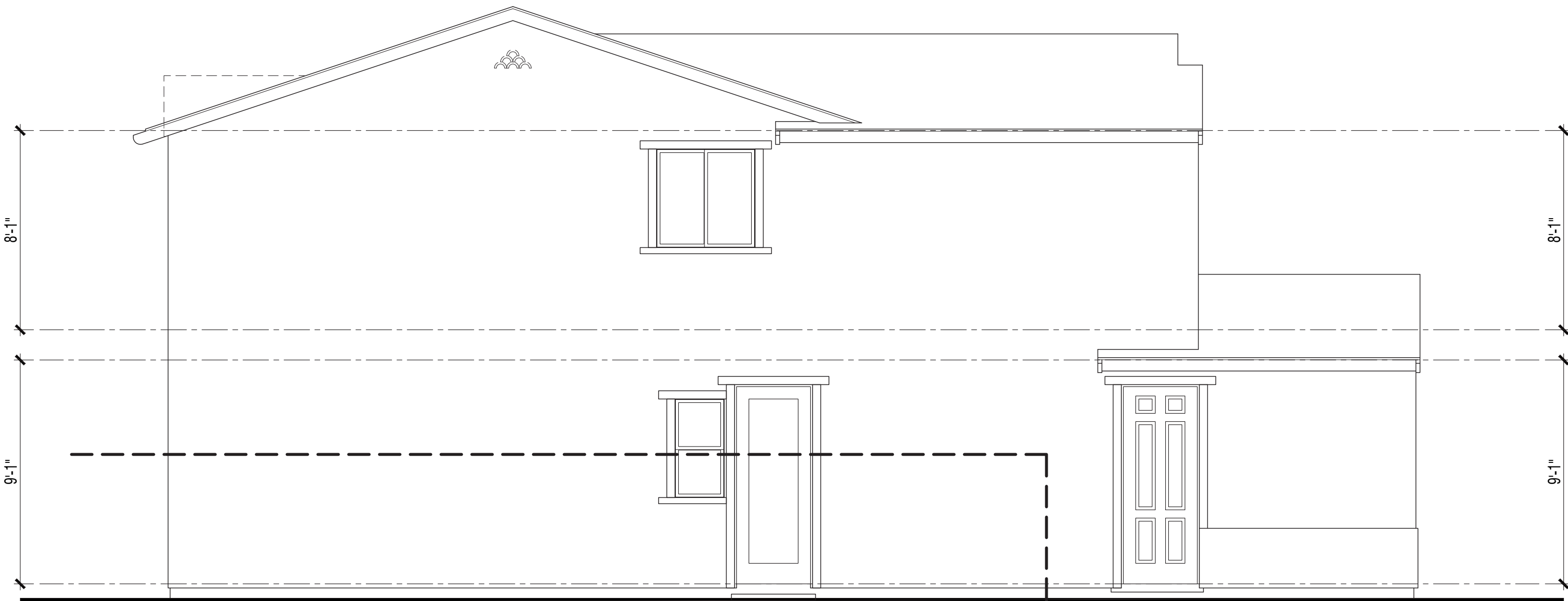
A5.3



Right Elevation



Rear Elevation



Left Elevation

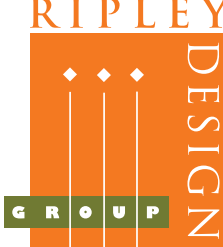


Front Elevation

PLAN 2435

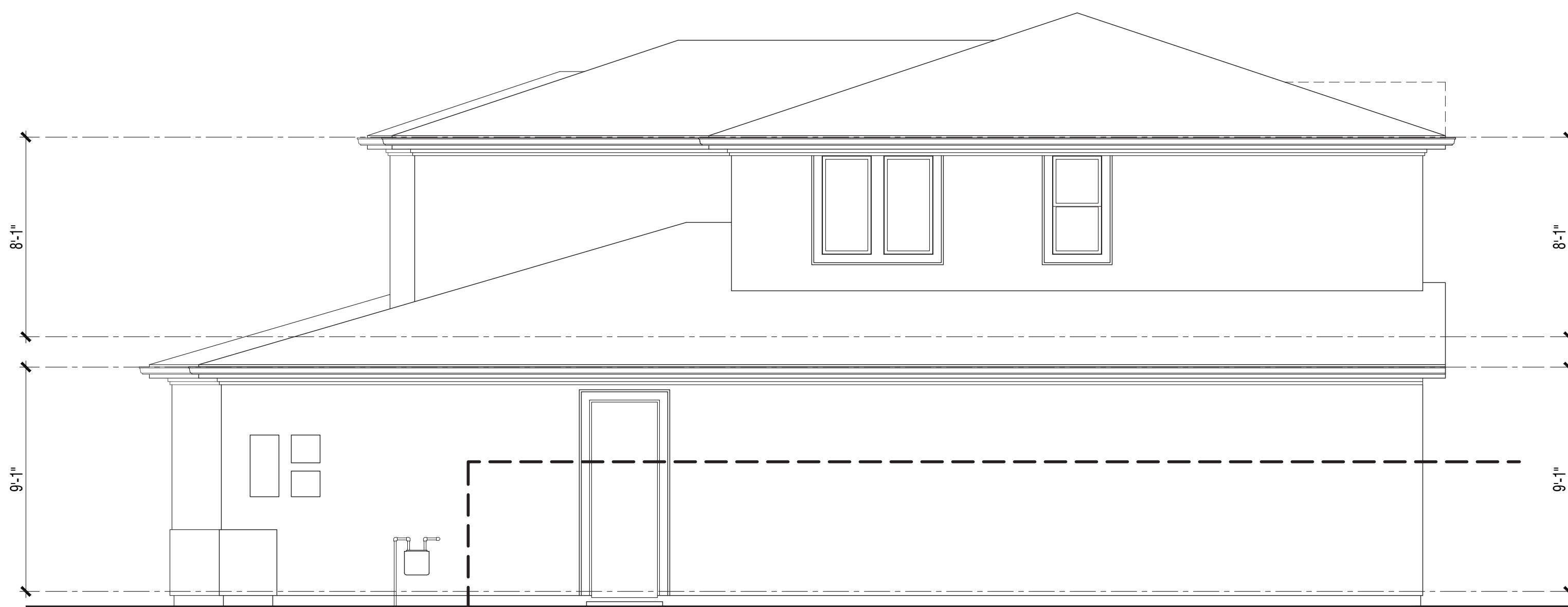
Spanish Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

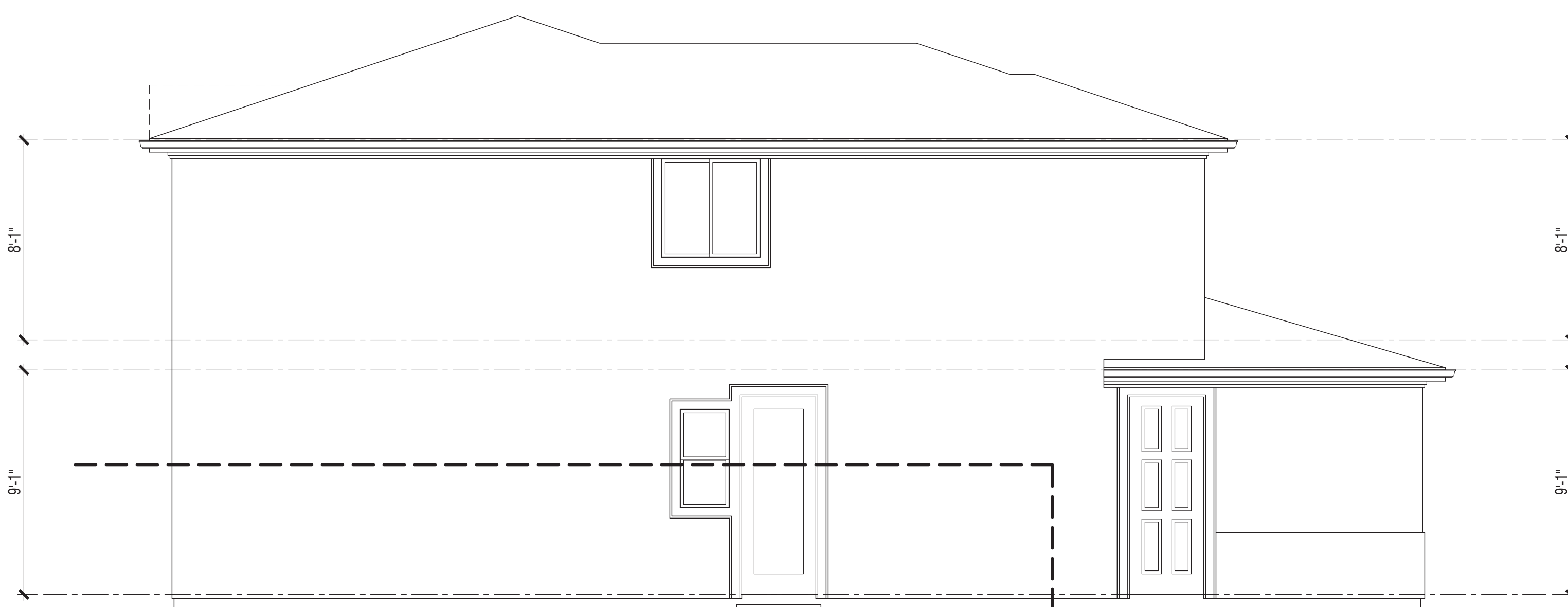
A5.4



Right Elevation



Rear Elevation



Left Elevation



Front Elevation

PLAN 2435

Italianate Elevations

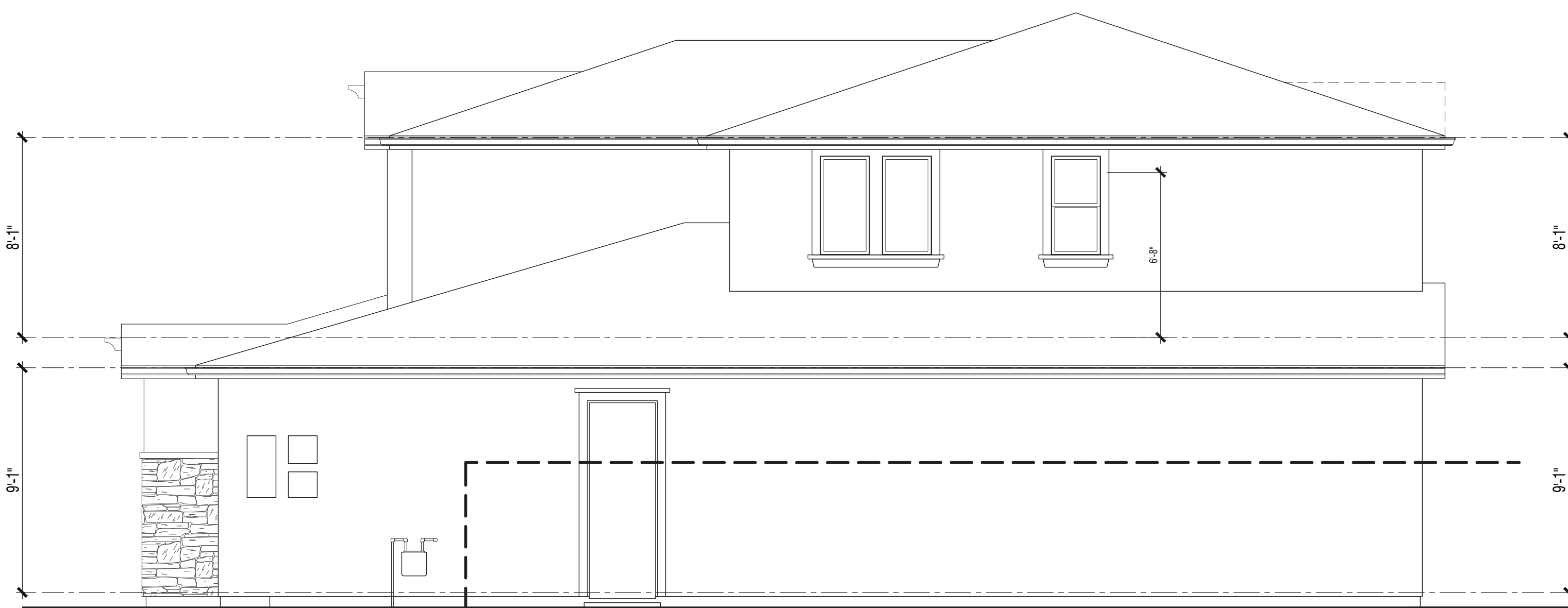
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

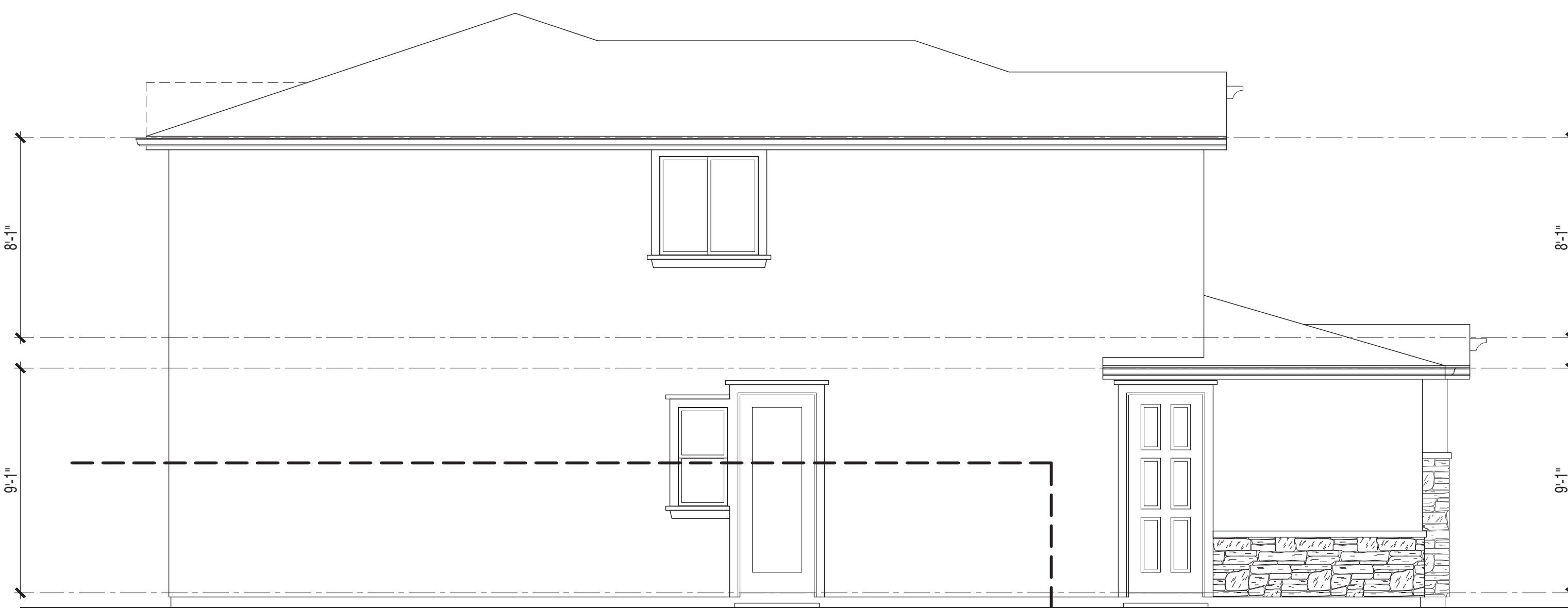
A5.5



Right Elevation



Rear Elevation



Left Elevation



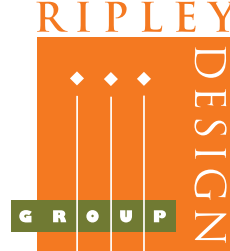
Front Elevation

PLAN 2435

Mediterranean Elevations

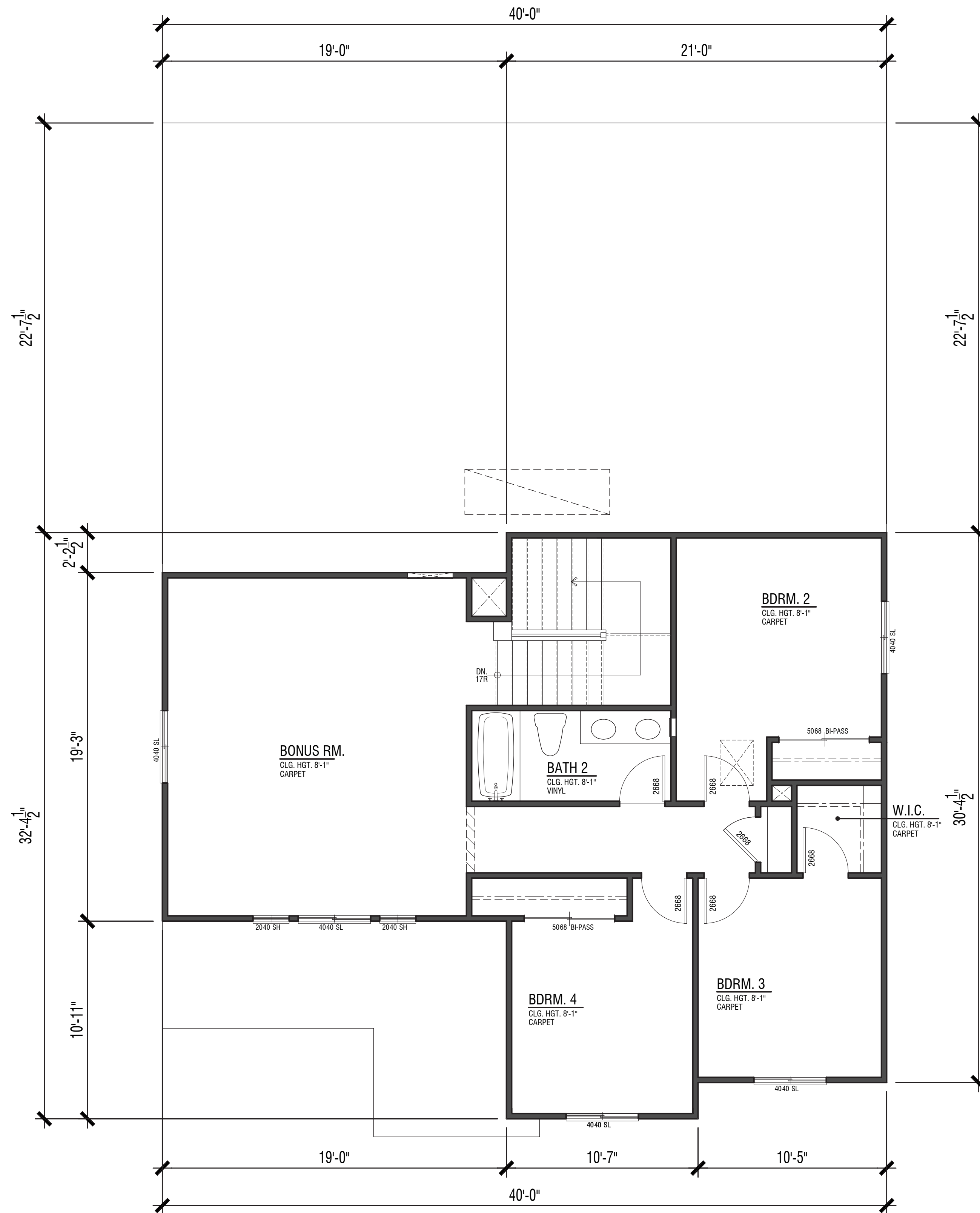
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

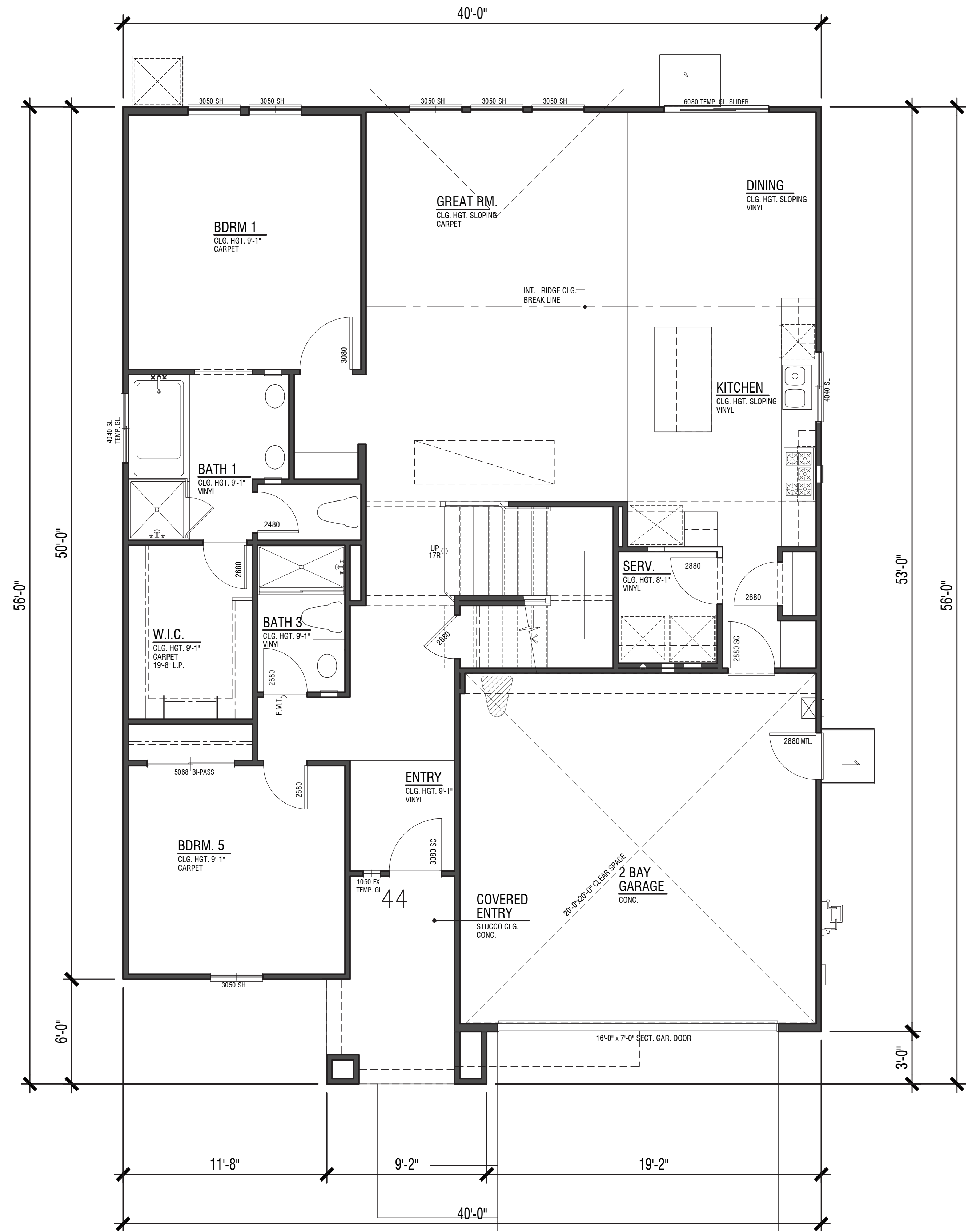


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A5.6



Upper Floor 937 SF



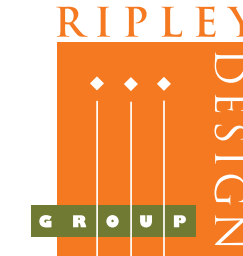
Lower Floor 1600 SF

PLAN 2537

2,537 SF
5 Bdrm | 3 Bath | Bonus Room
2-Car Garage

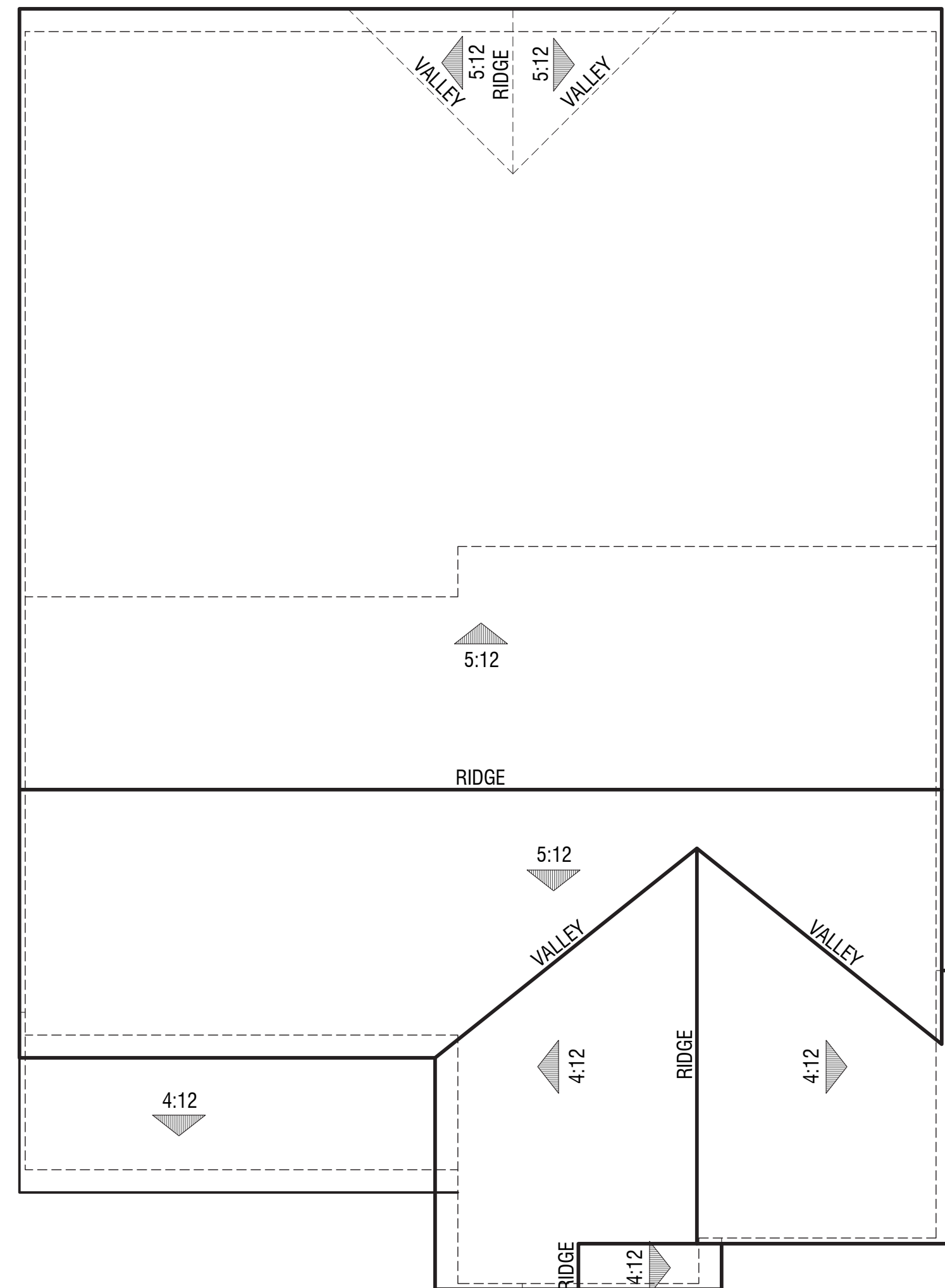
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

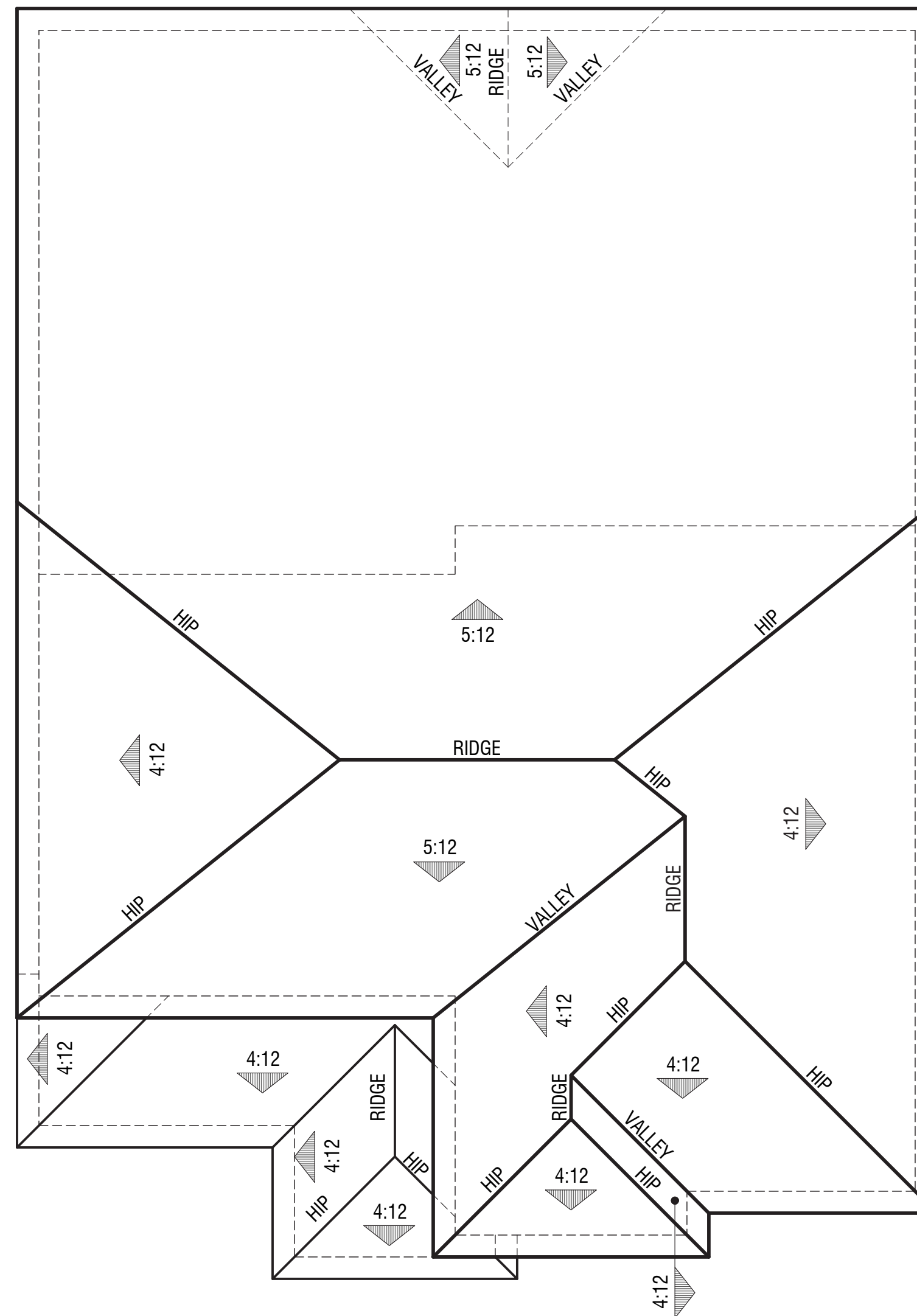


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

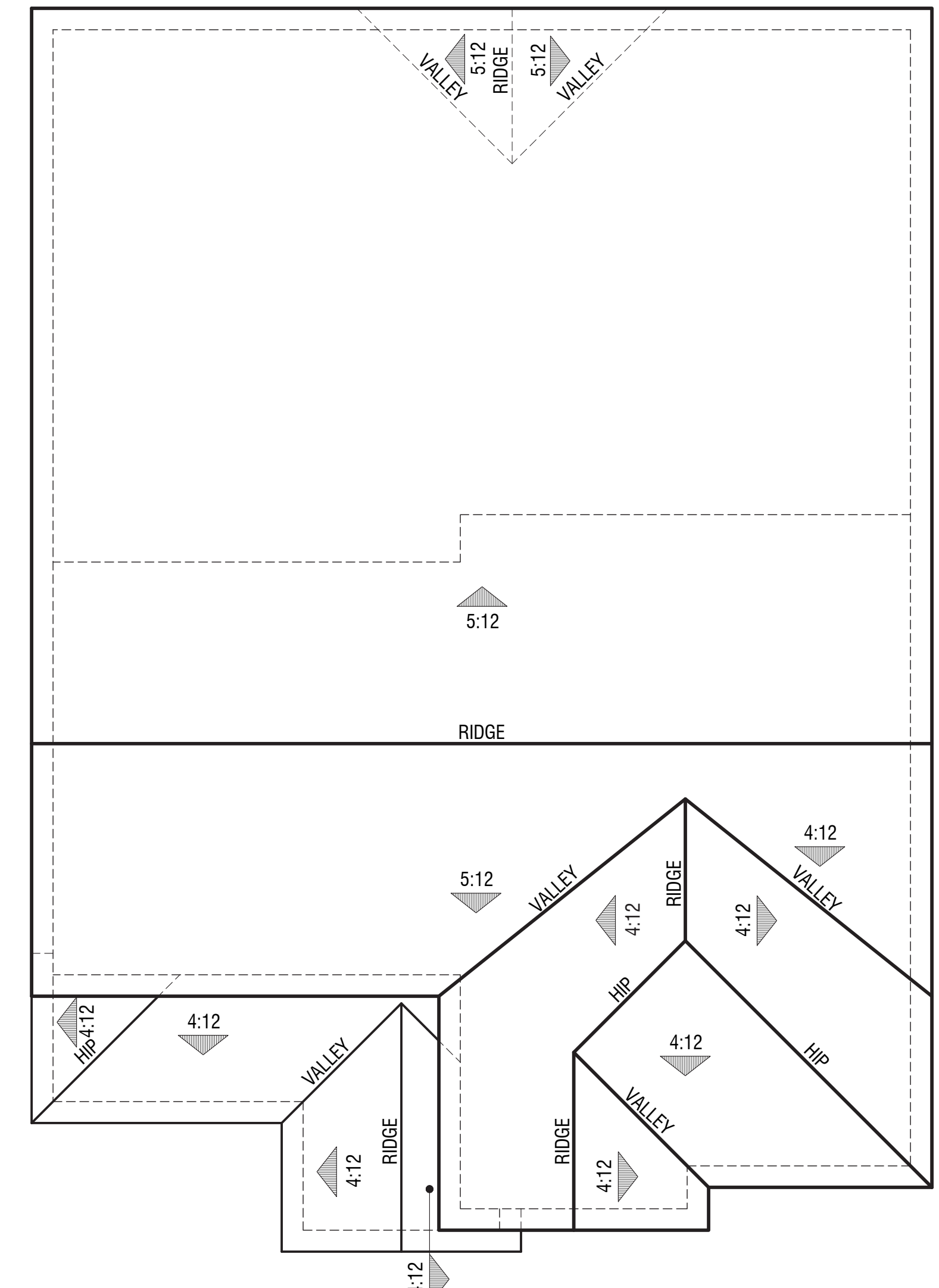
A6.1



Spanish Elevation



Italianate Elevation



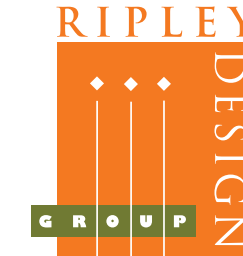
Mediterranean Elevation

PLAN 2537

Roof Plans

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

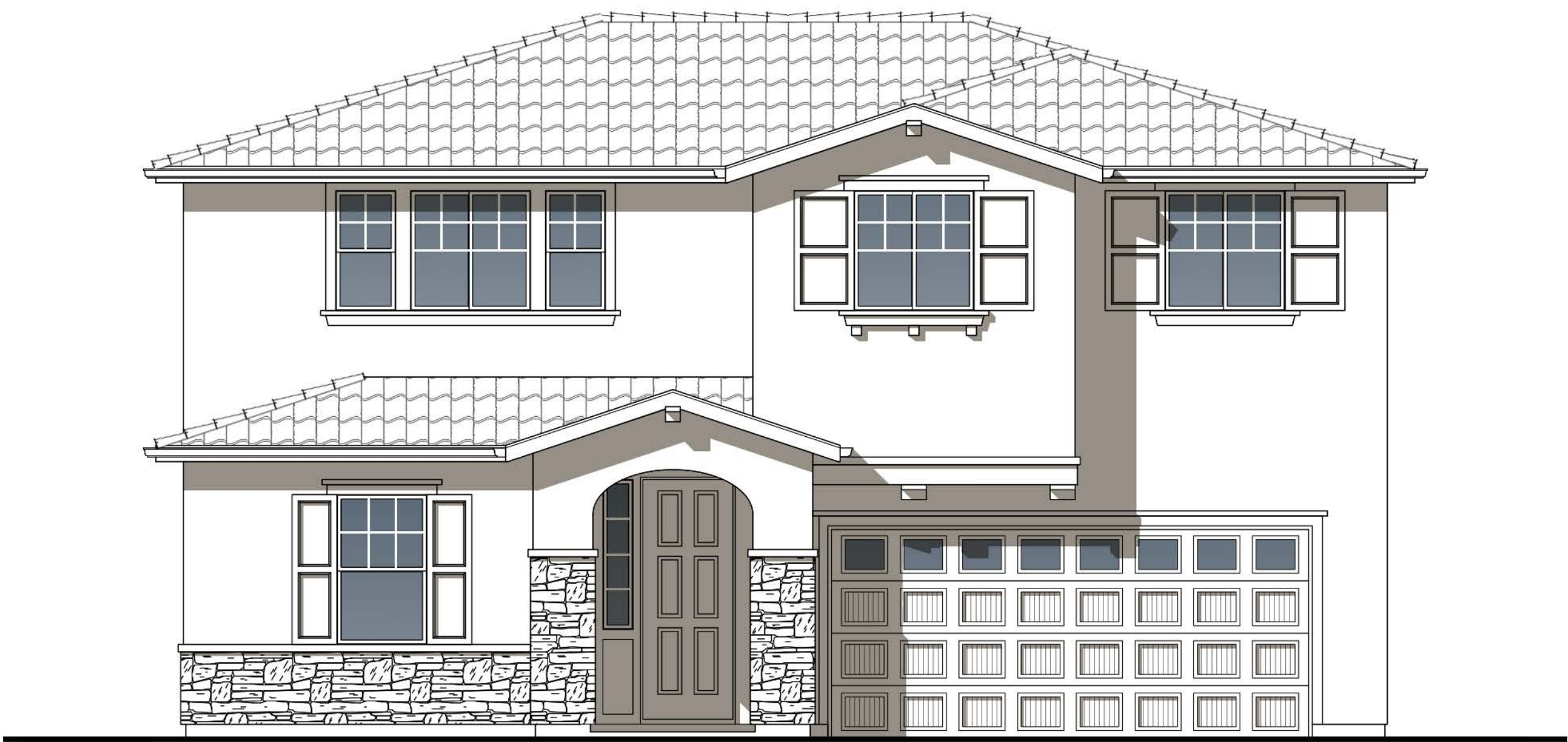
A6.2



Spanish Elevation



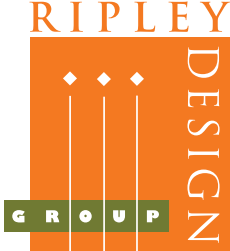
Italianate Elevation



Mediterranean Elevation

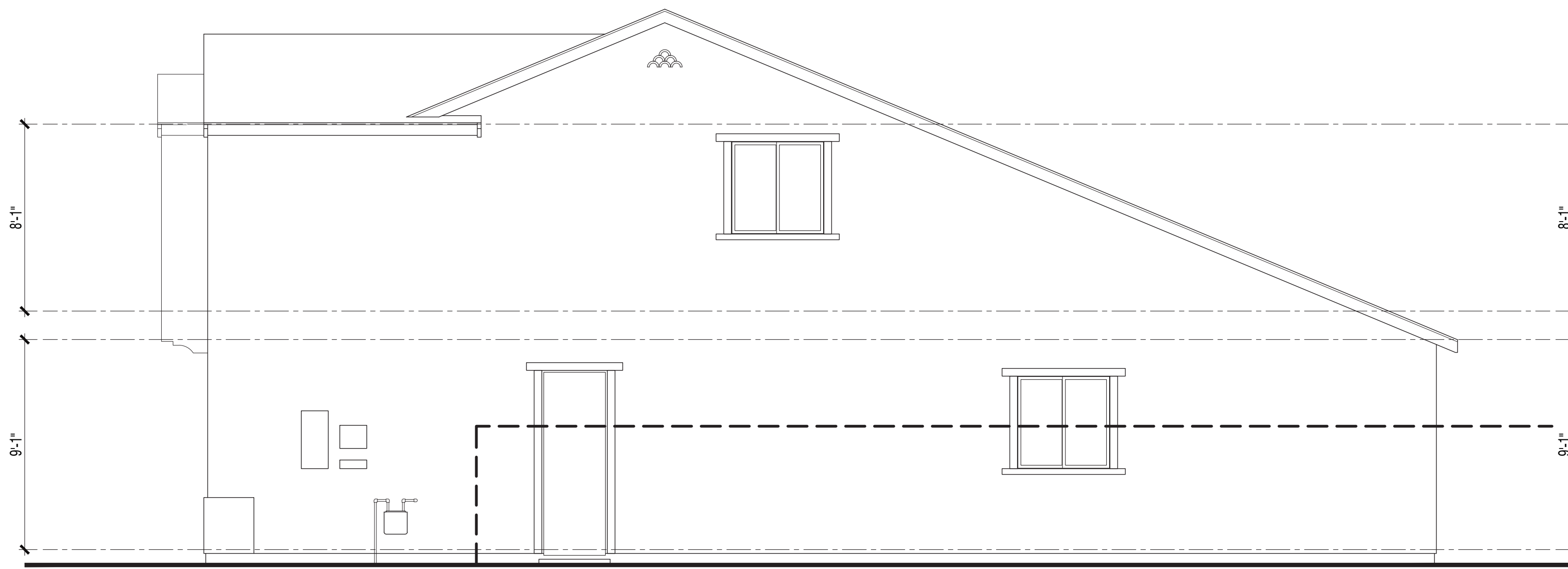
PLAN 2537 Front Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC

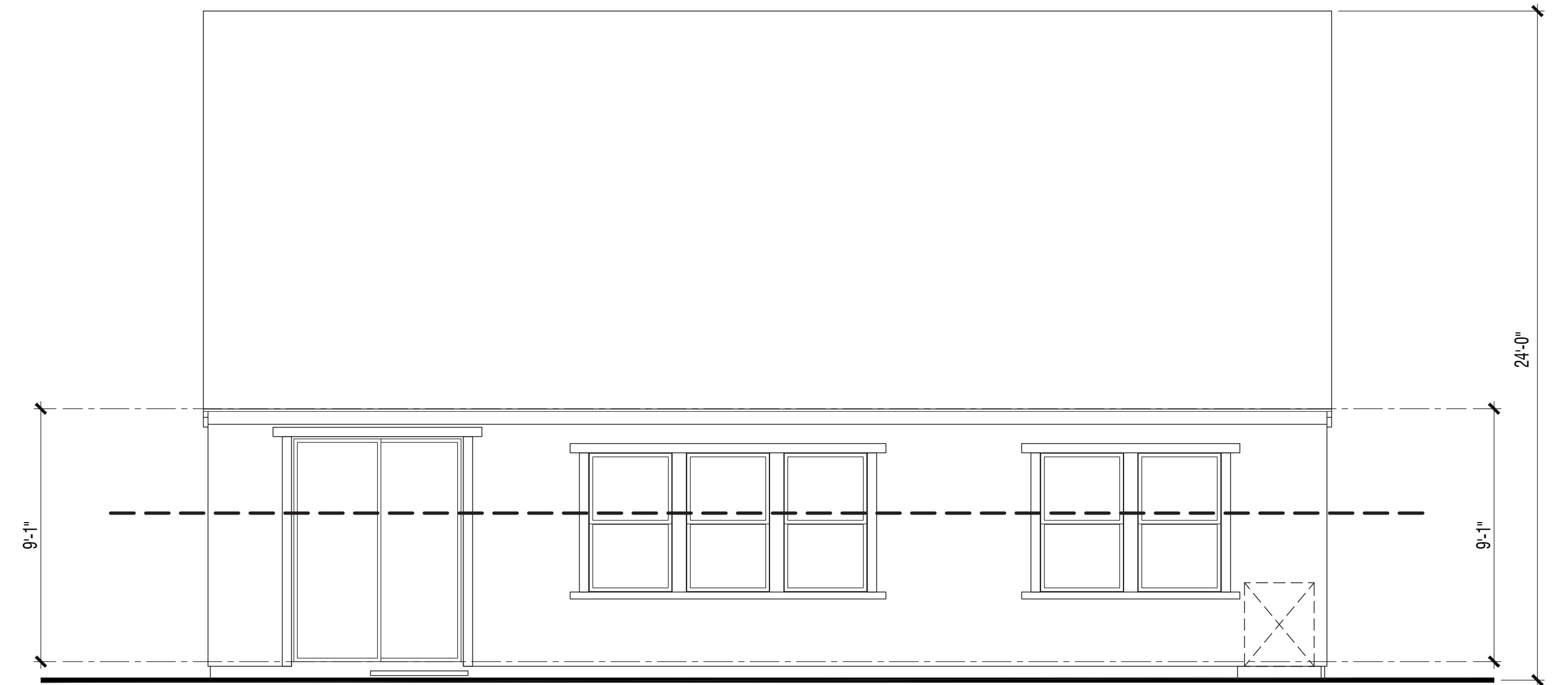


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

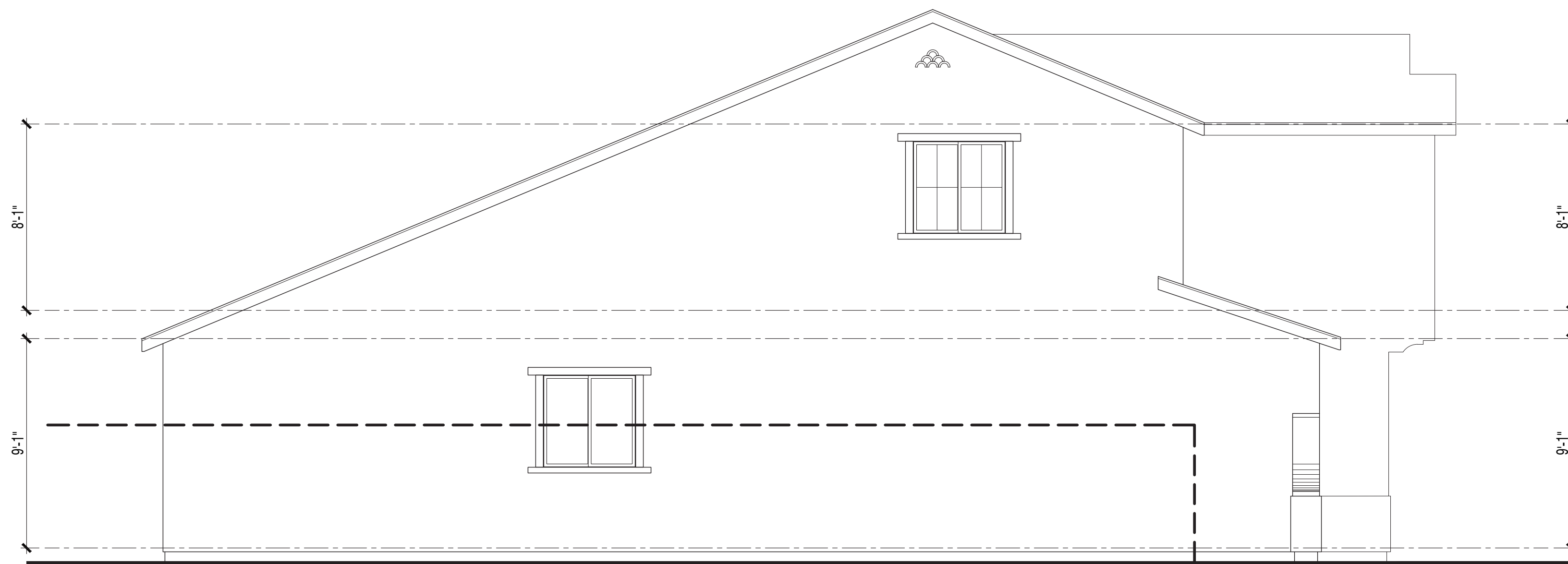
A6.3



Right Elevation



Rear Elevation



Left Elevation

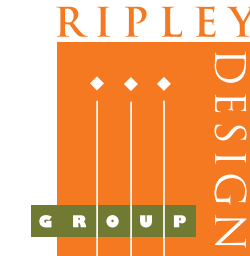


Front Elevation

PLAN 2537

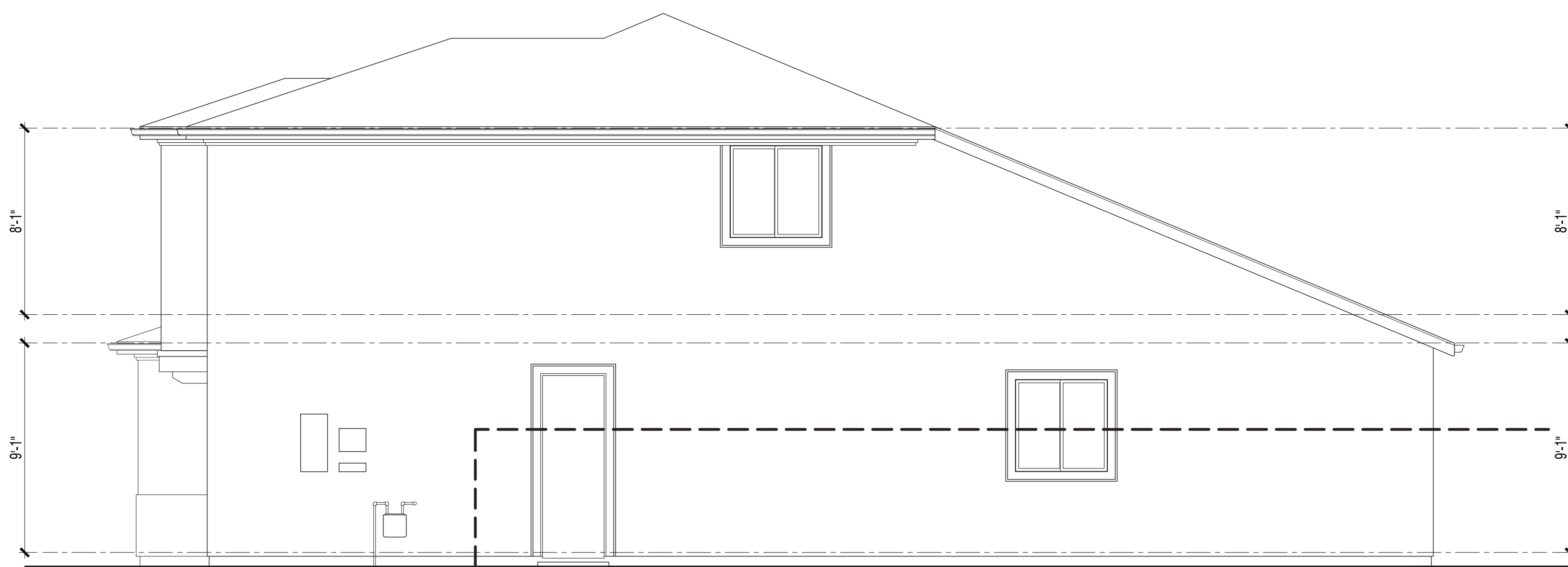
Spanish Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

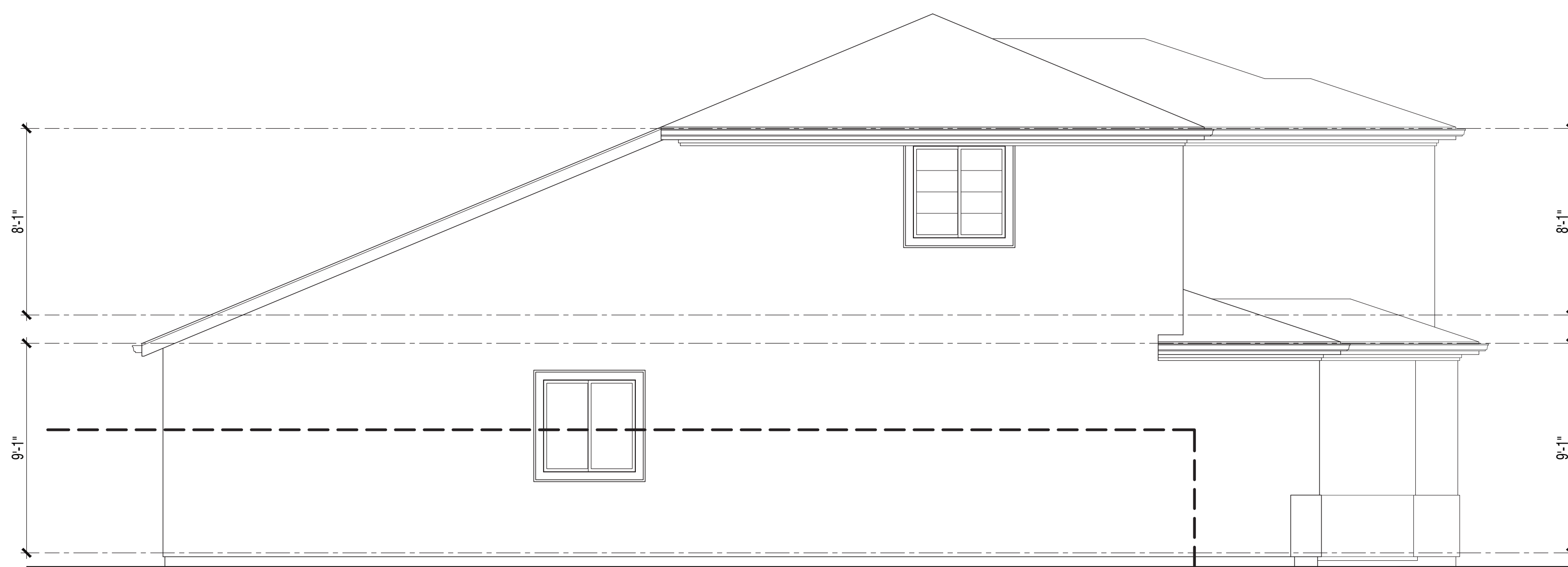
A6.4



Right Elevation



Rear Elevation



Left Elevation

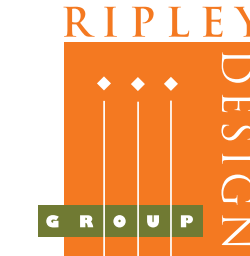


Front Elevation

PLAN 2537

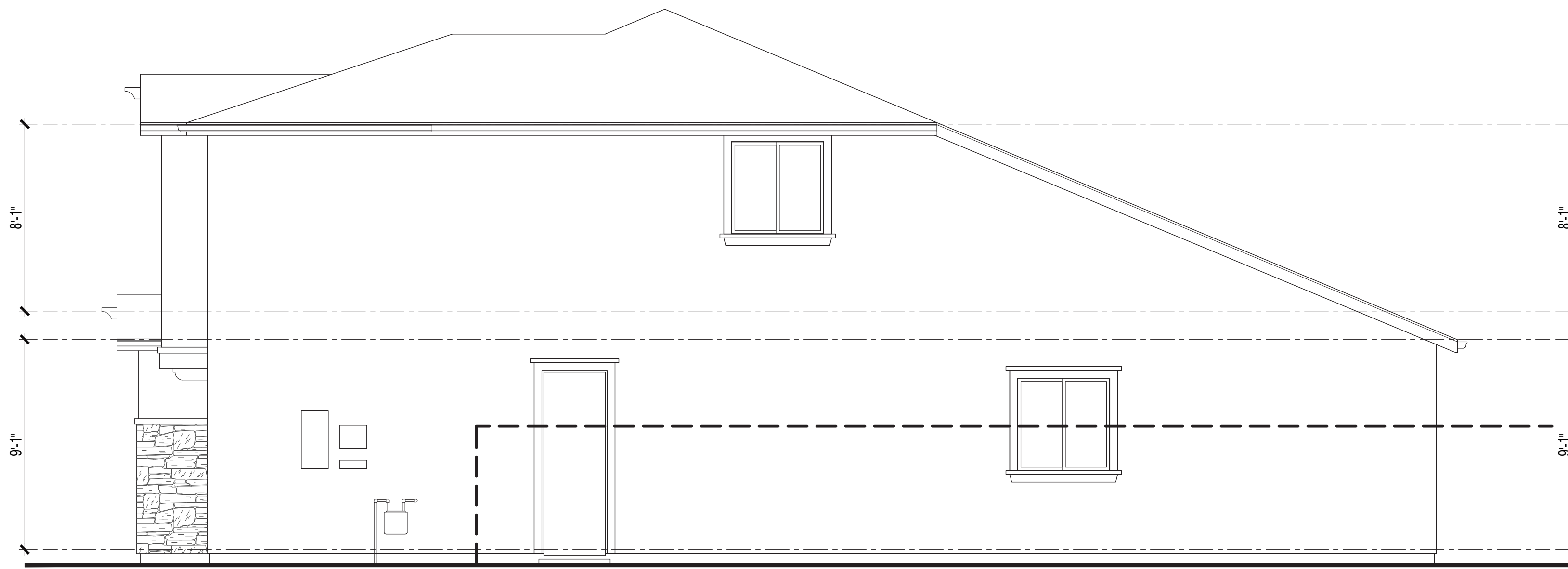
Italianate Elevations

NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

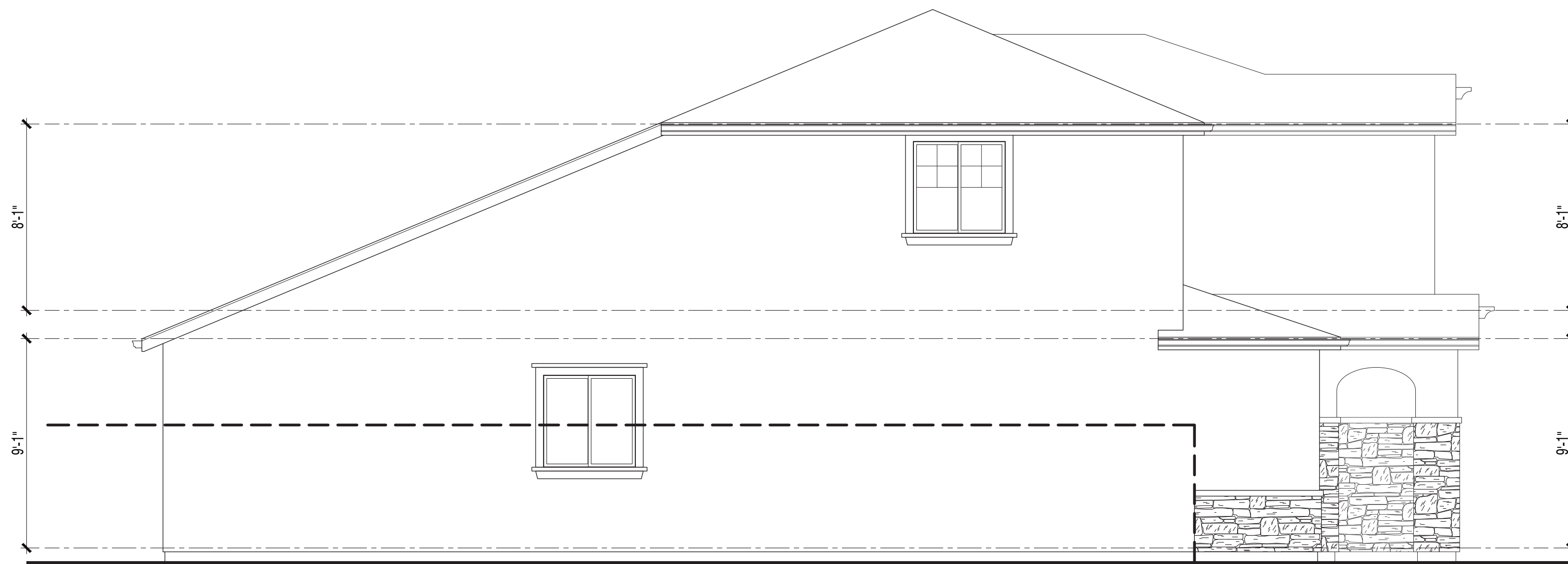
A6.5



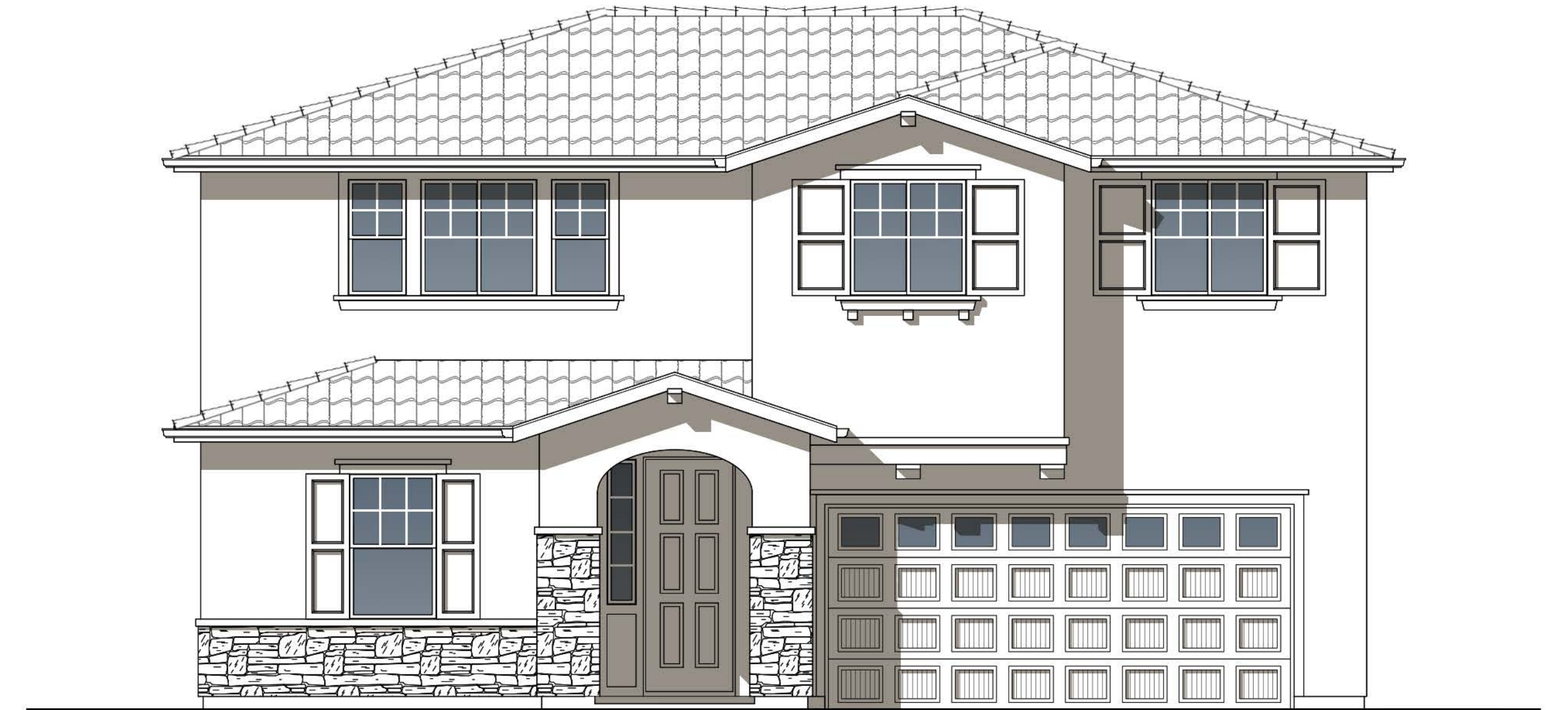
Right Elevation



Rear Elevation



Left Elevation



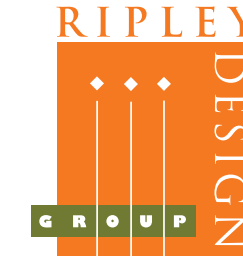
Front Elevation

PLAN 2537

Mediterranean Elevations

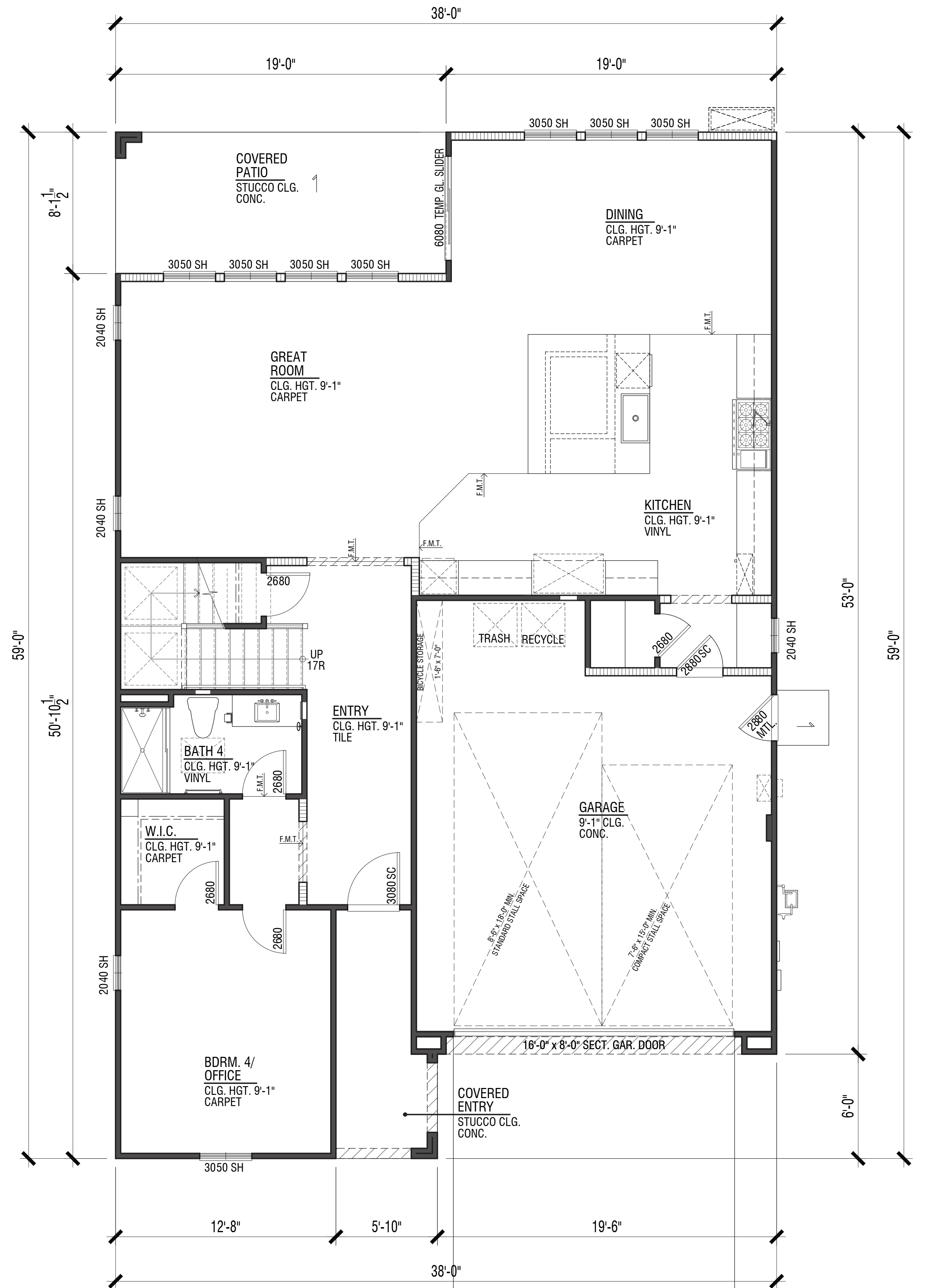
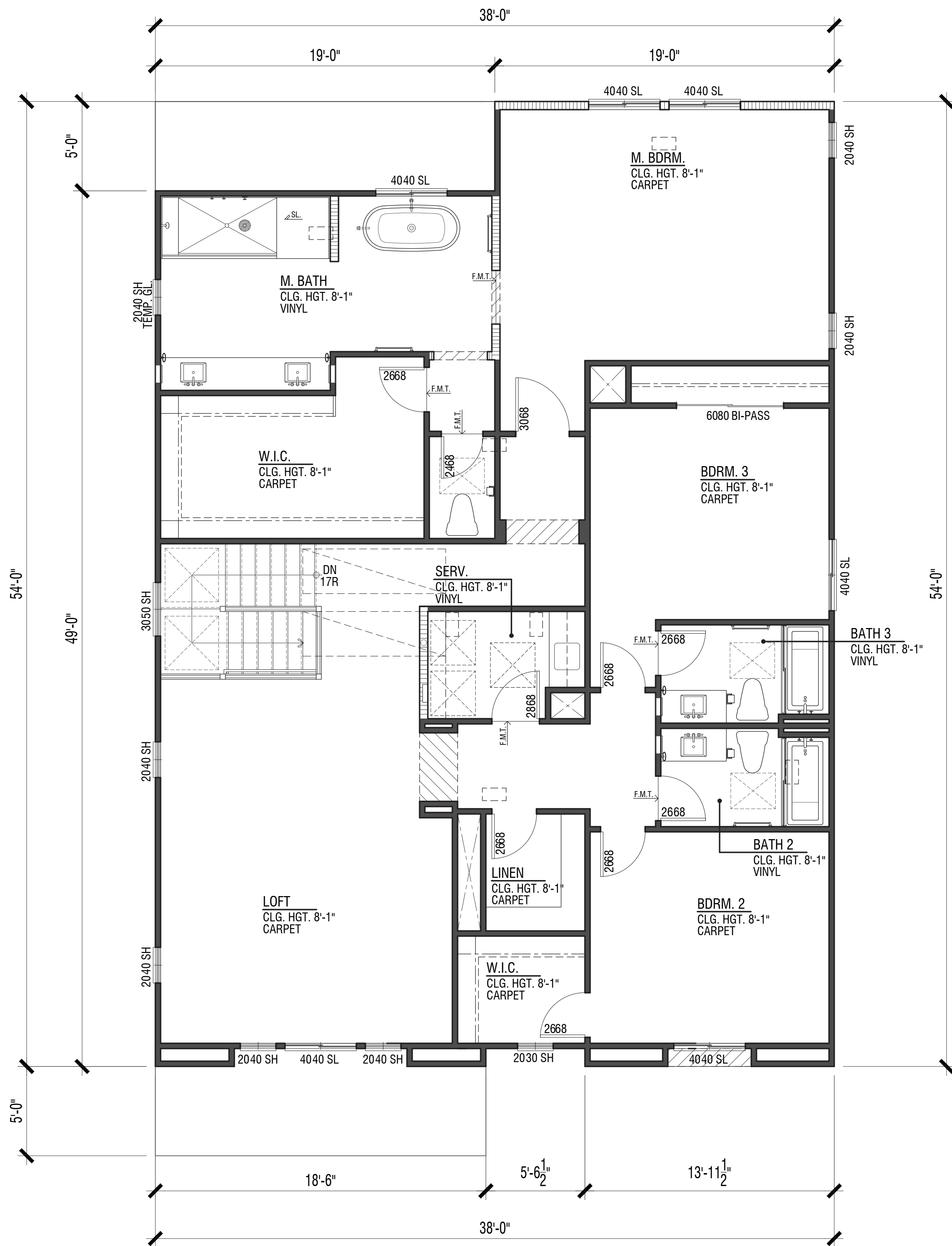
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

A6.6

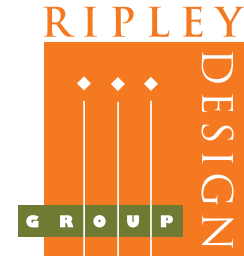


PLAN 3258

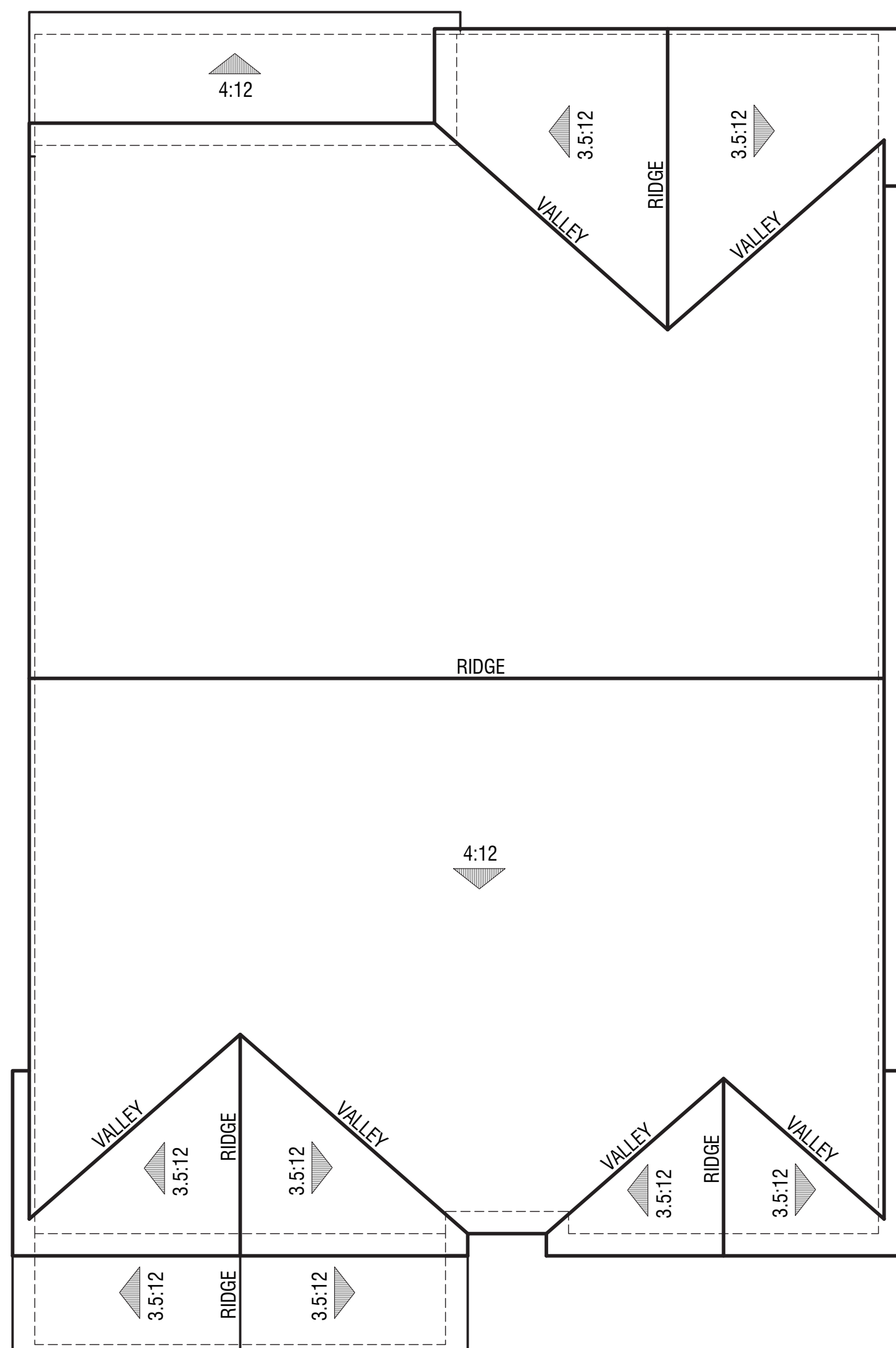
3,258 SF
4 Bdrm | 4 Bath | Loft
2-Car Garage

NEW HORIZONS AT MORGAN HILL

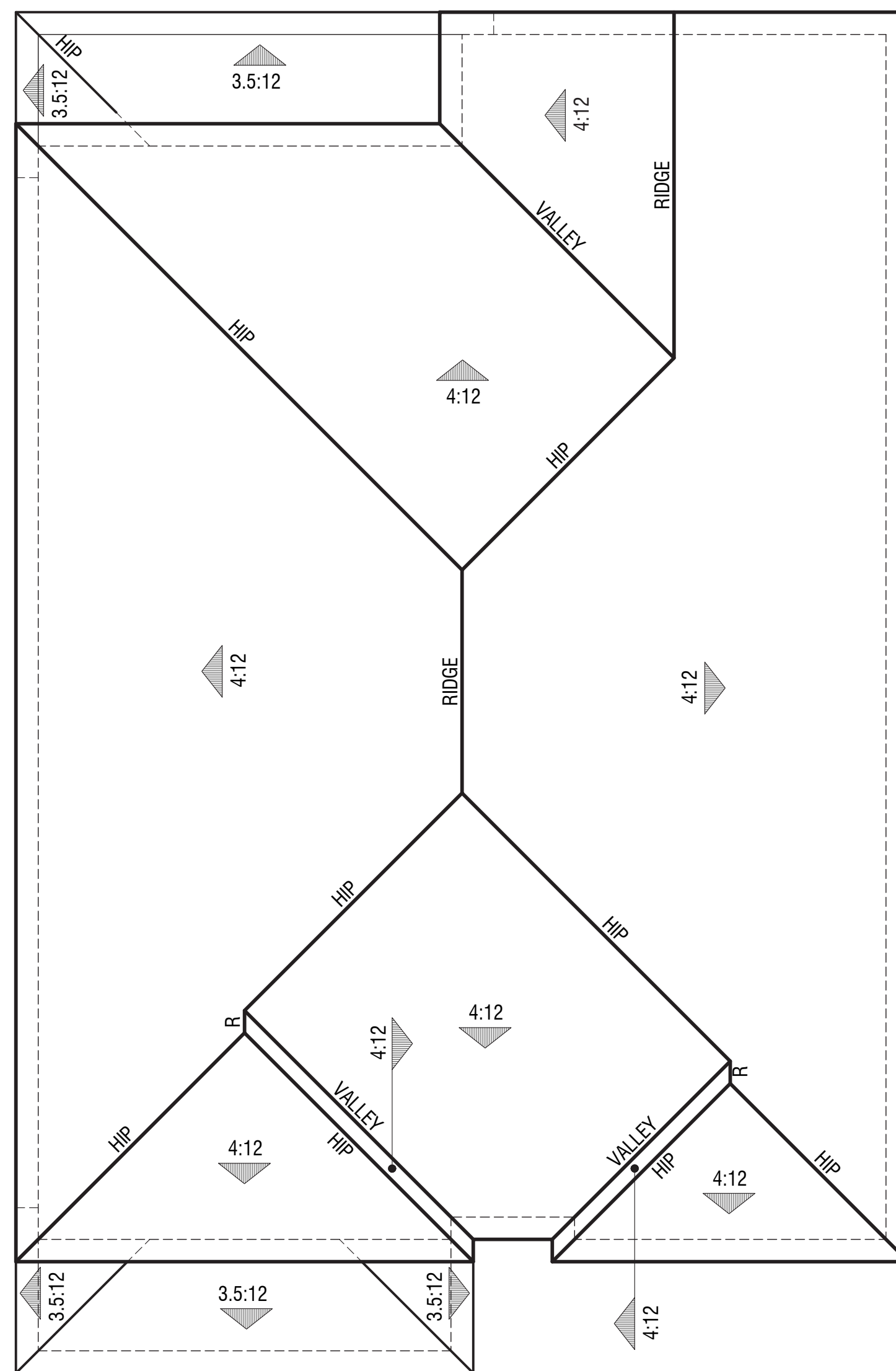
BY MORGAN HILL DEVCO, LLC



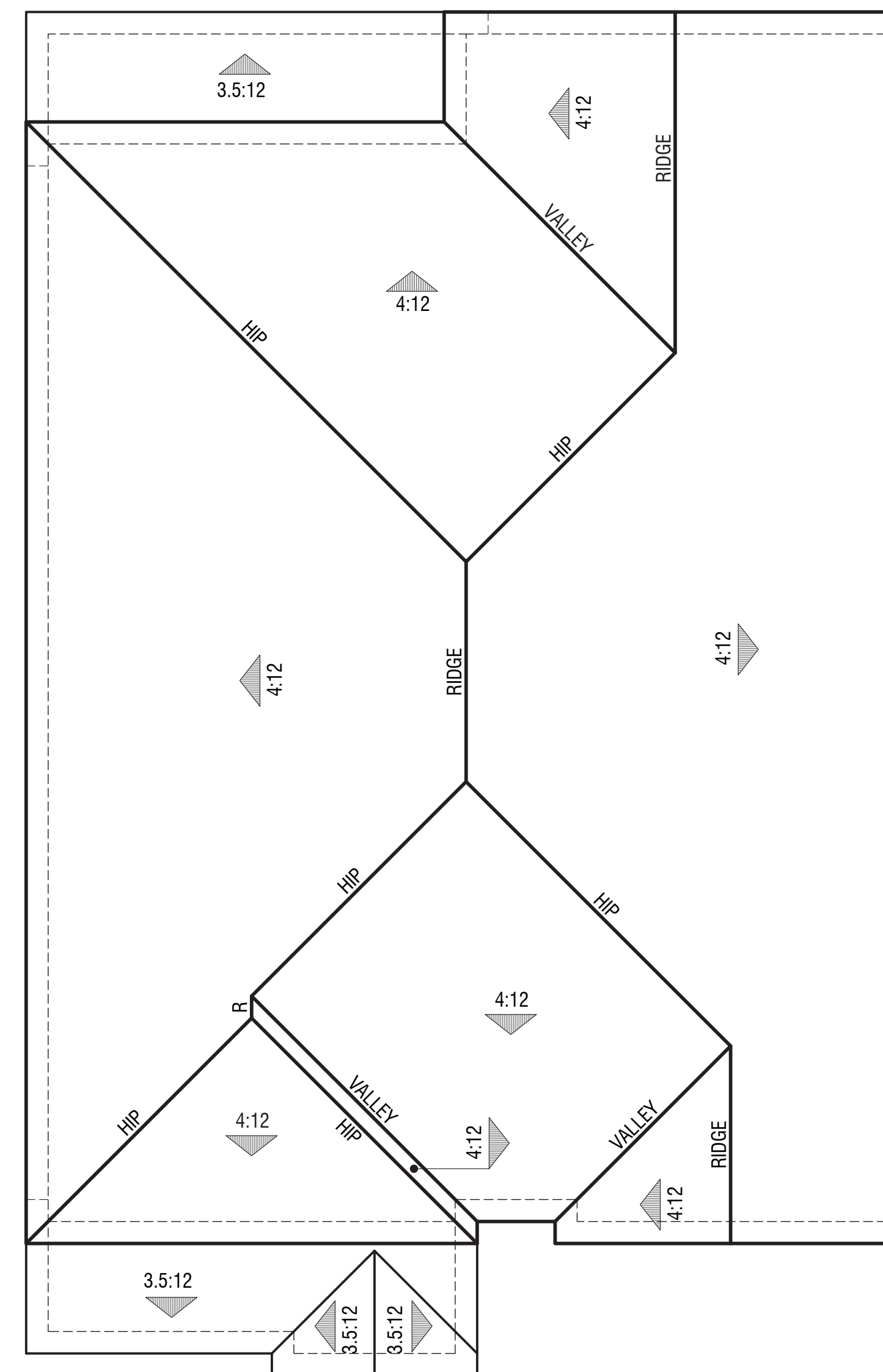
JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN



Spanish Elevation



Italianate Elevation



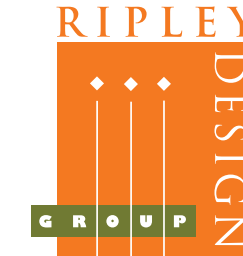
Mediterranean Elevation

PLAN 3258

Roof Plans

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

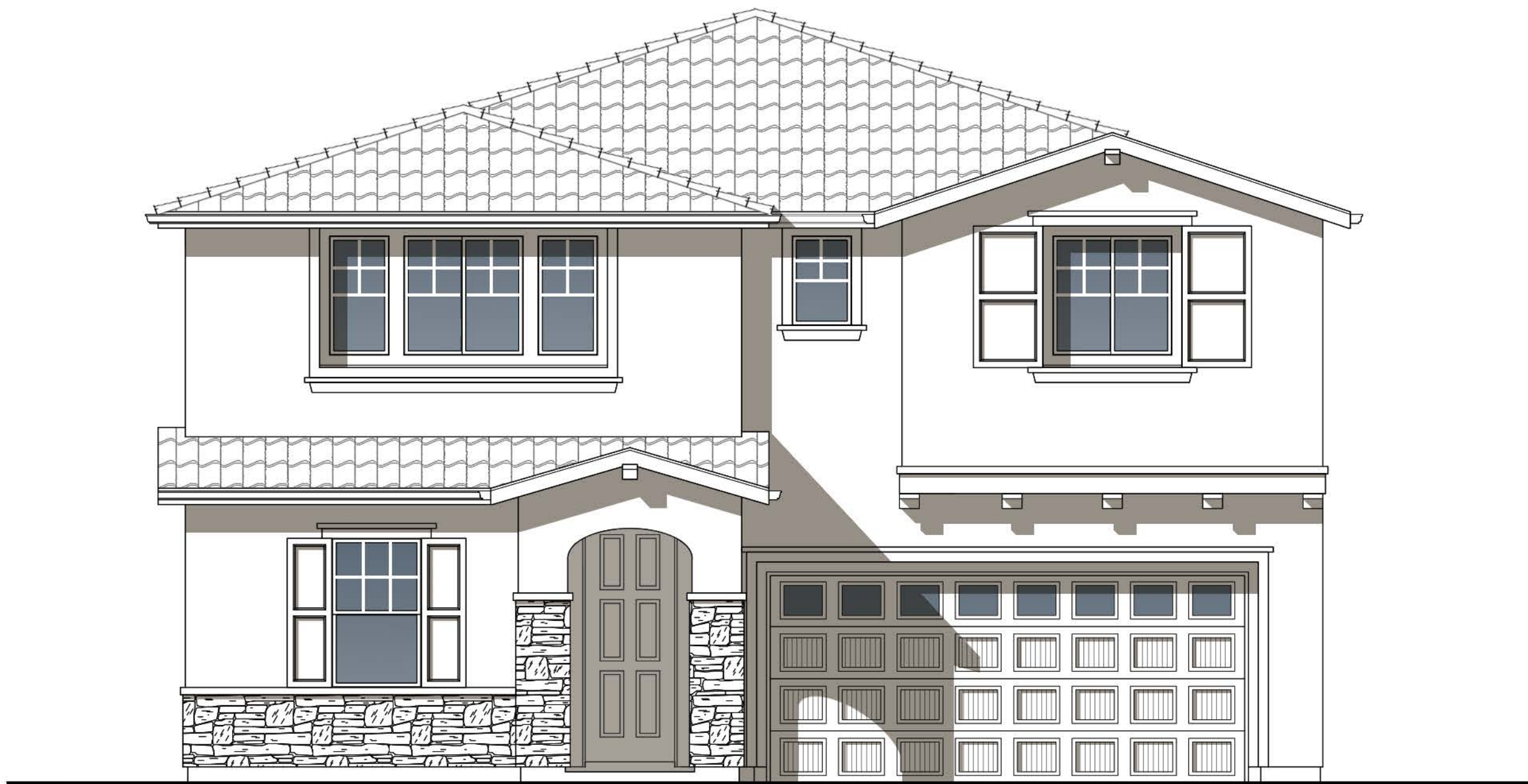
A7.2



Spanish Elevation



Italianate Elevation

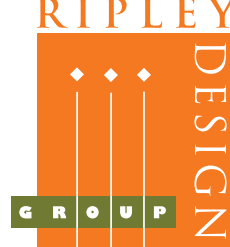


Mediterranean Elevation

PLAN 3258
Front Elevations

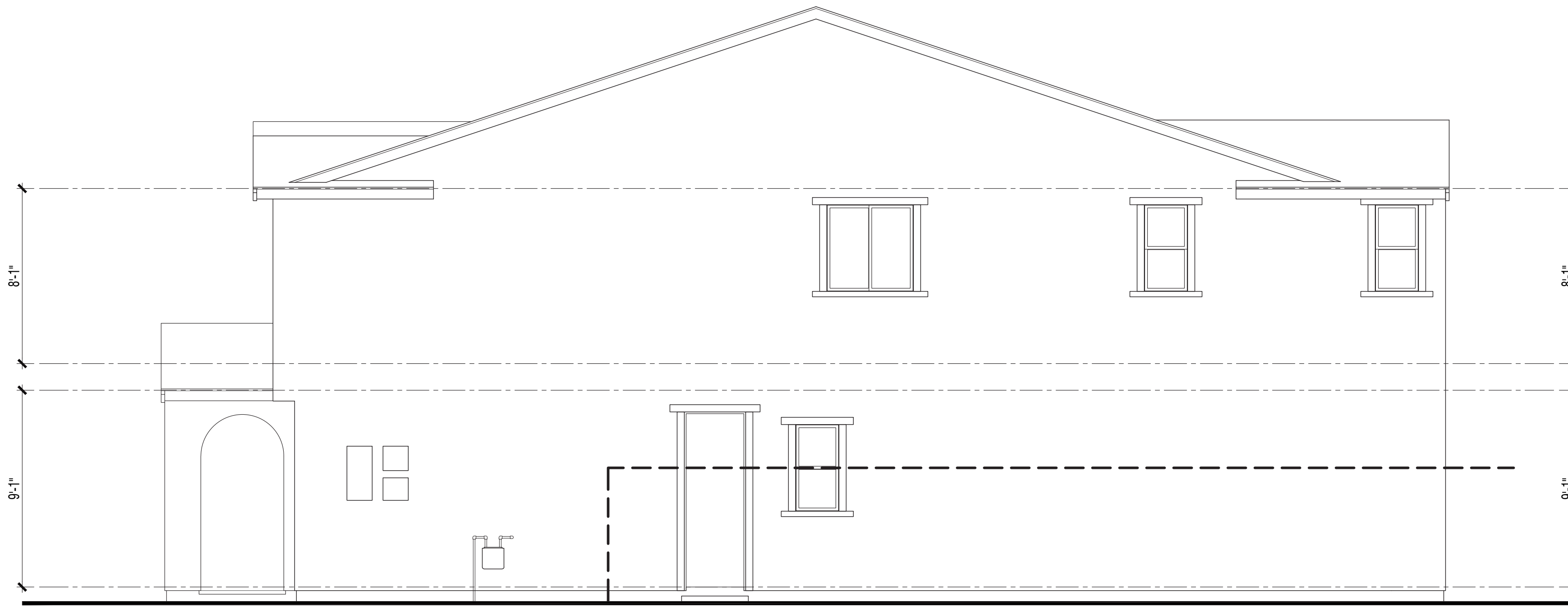
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

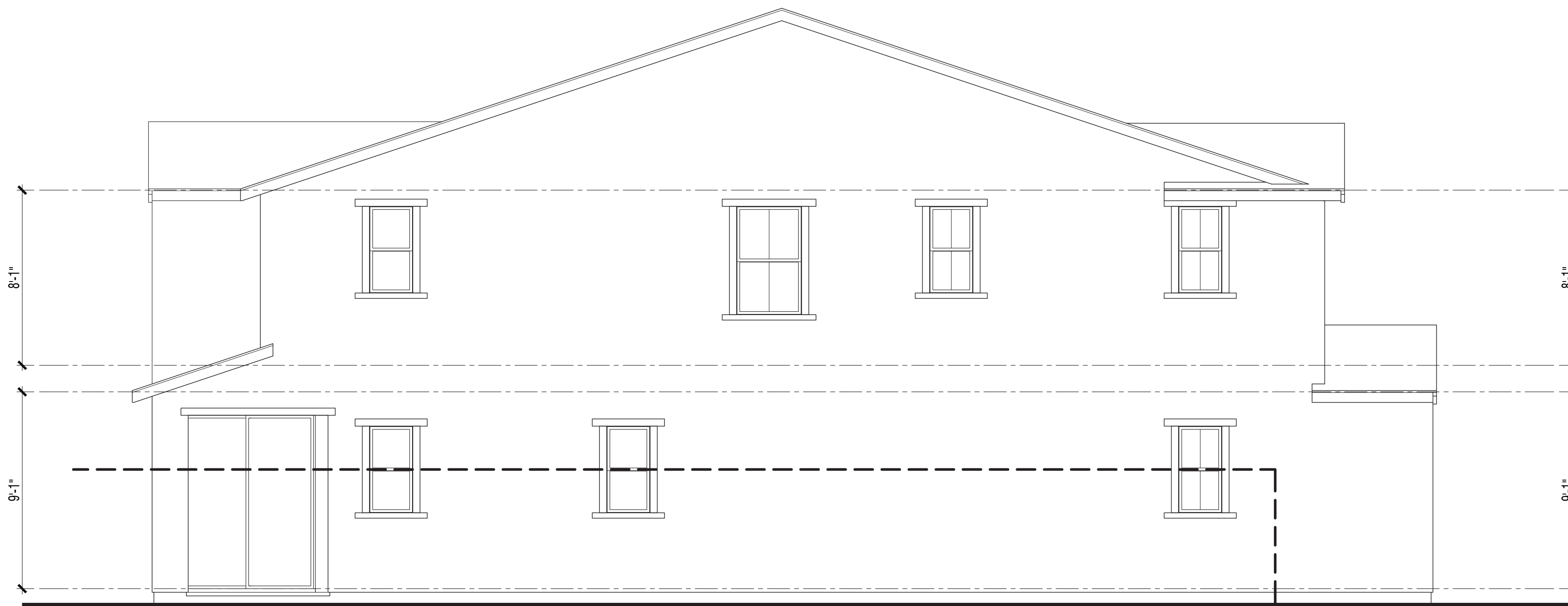
A7.3



Right Elevation



Rear Elevation



Left Elevation



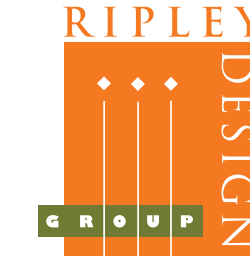
Front Elevation

PLAN 3258

Spanish Elevations

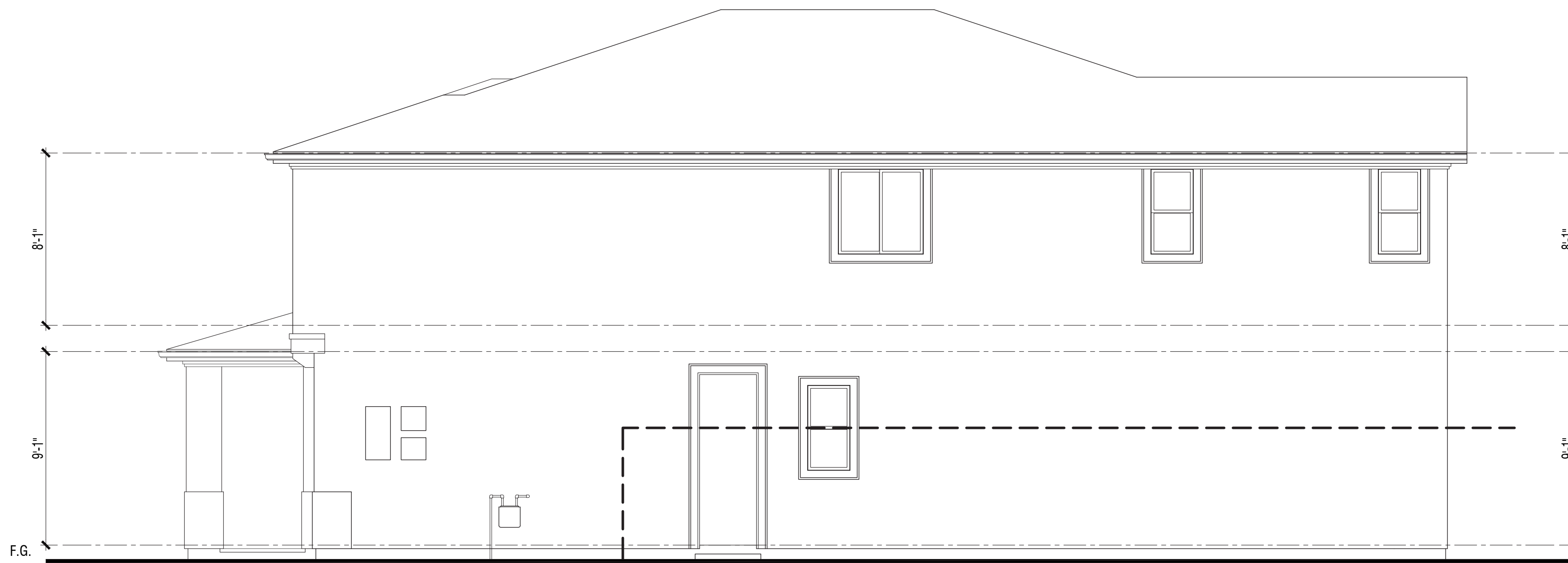
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

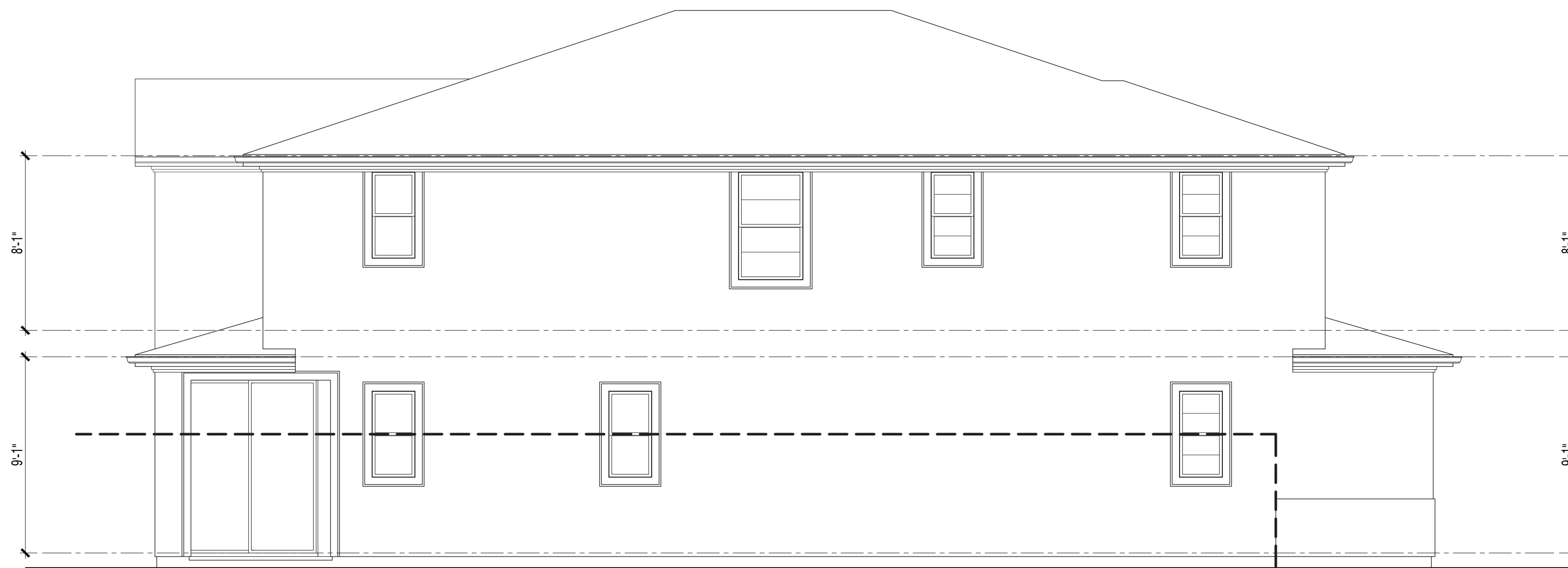
A7.4



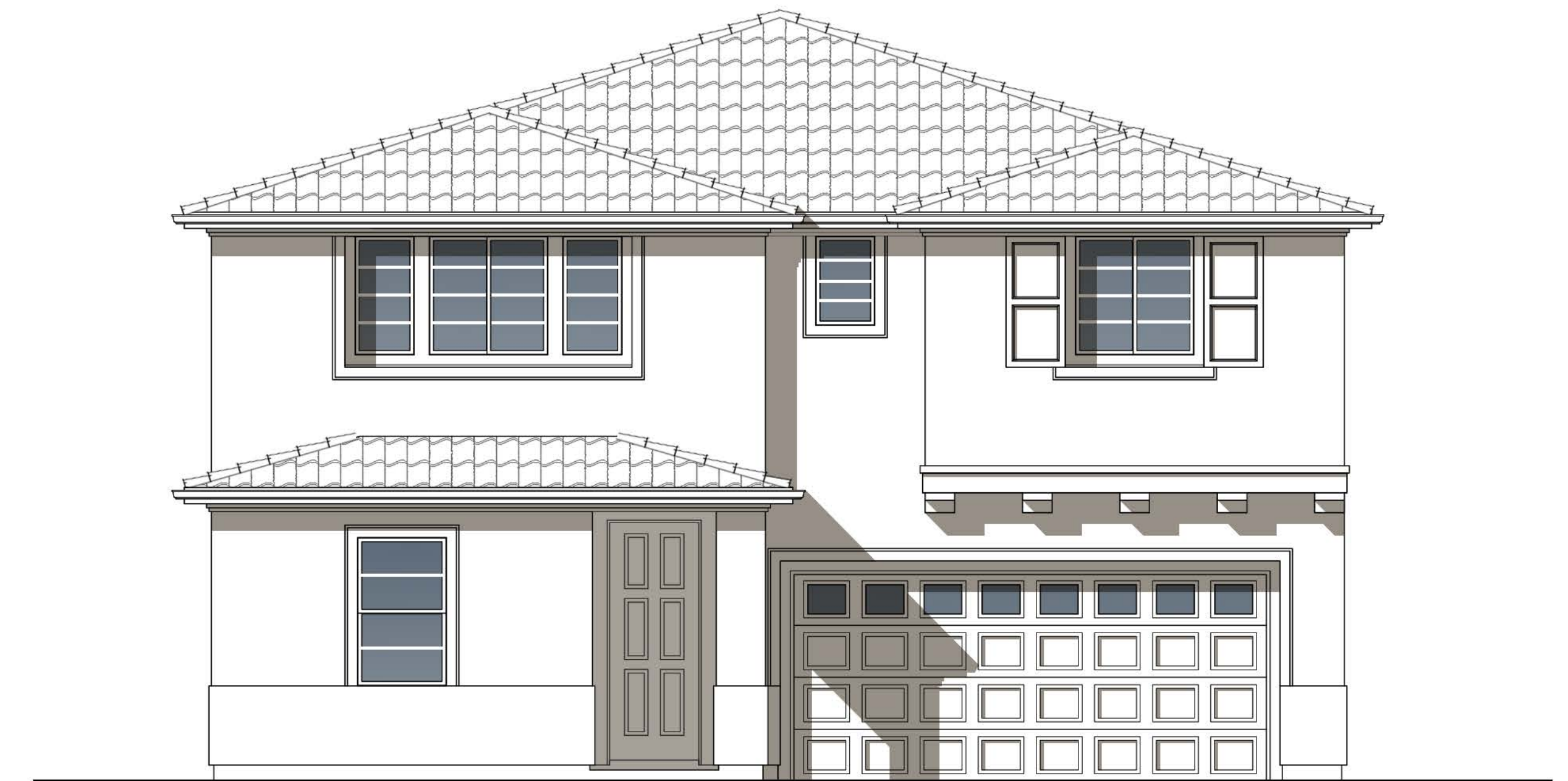
Right Elevation



Rear Elevation



Left Elevation



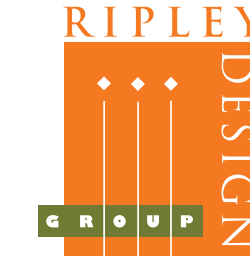
Front Elevation

PLAN 3258

Italianate Elevations

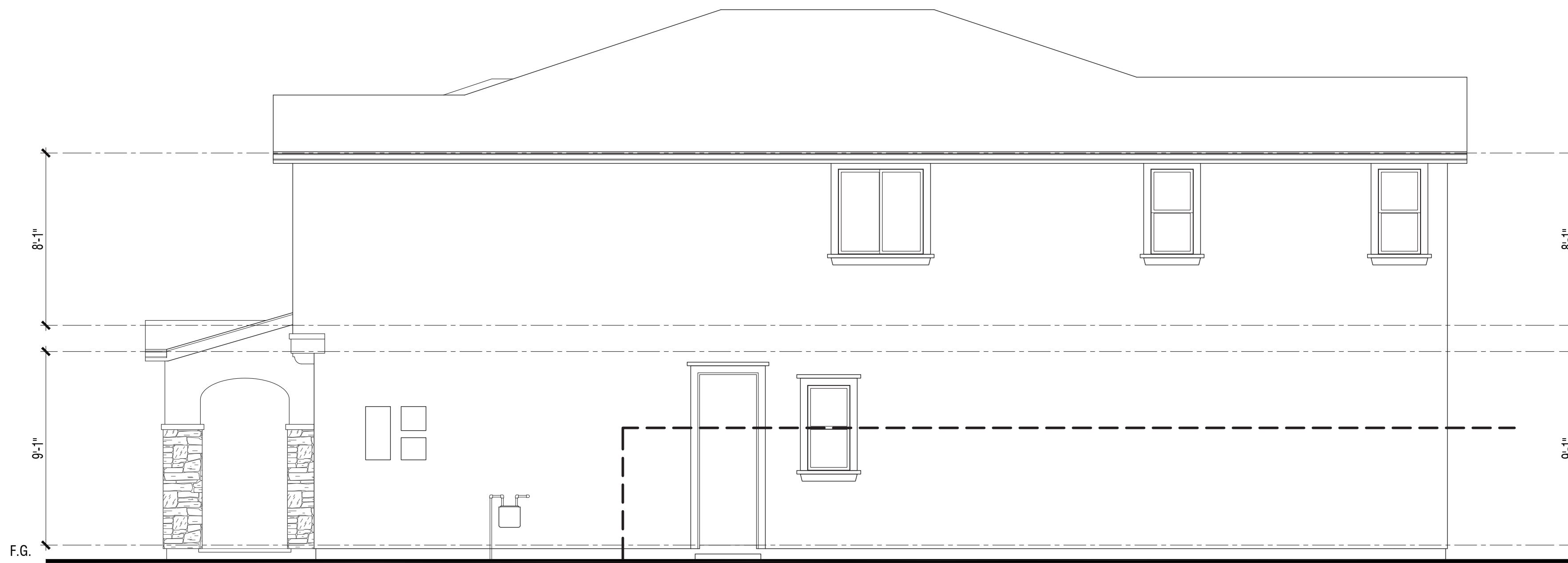
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN

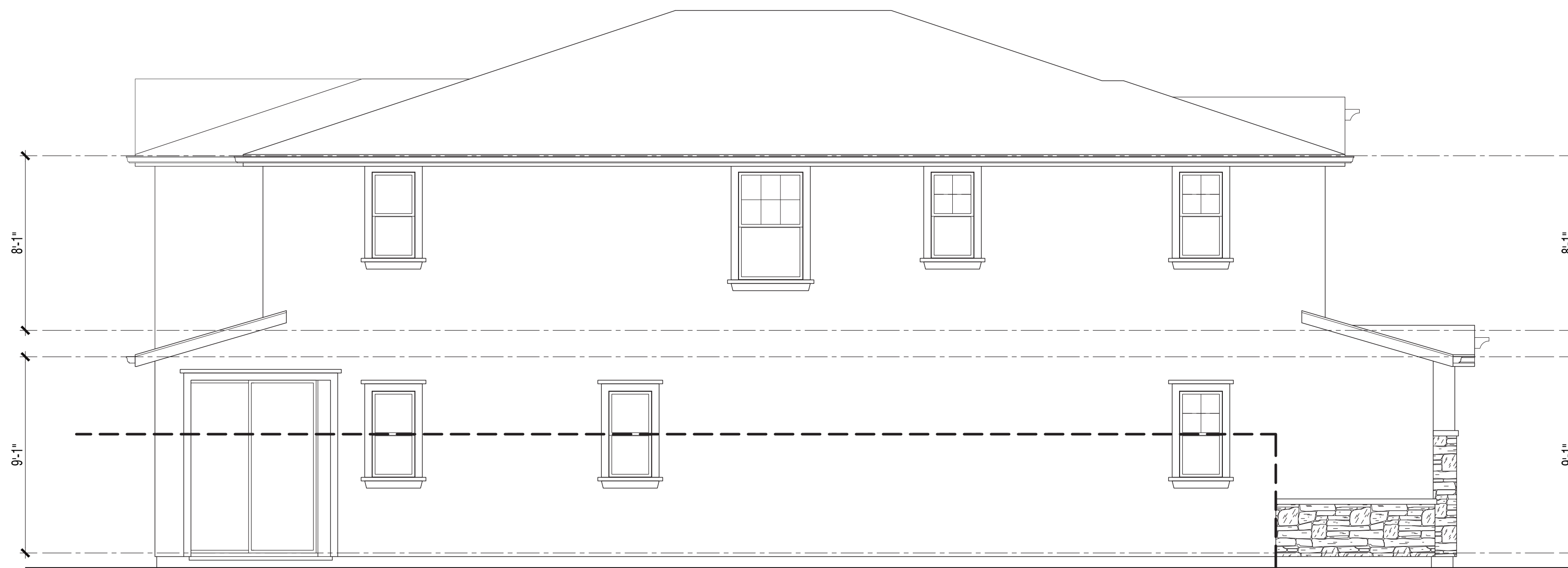
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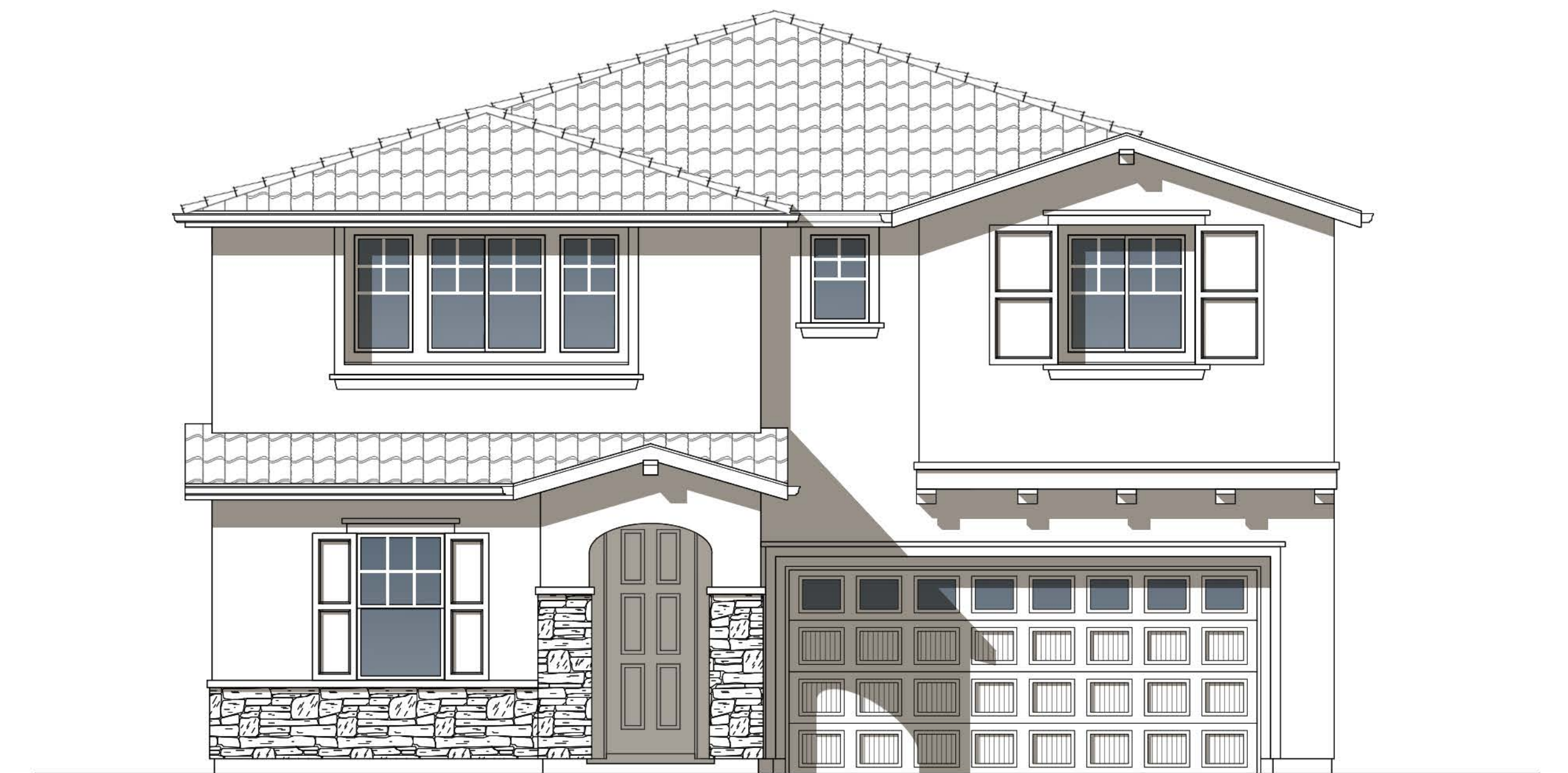
Right Elevation



Rear Elevation



Left Elevation



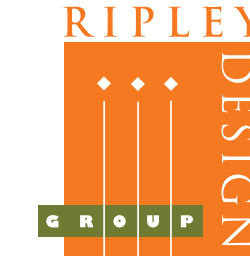
Front Elevation

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.

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.

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.

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.

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

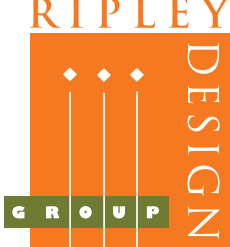
NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase.
Contact Corie Rath (925) 463-1700.

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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

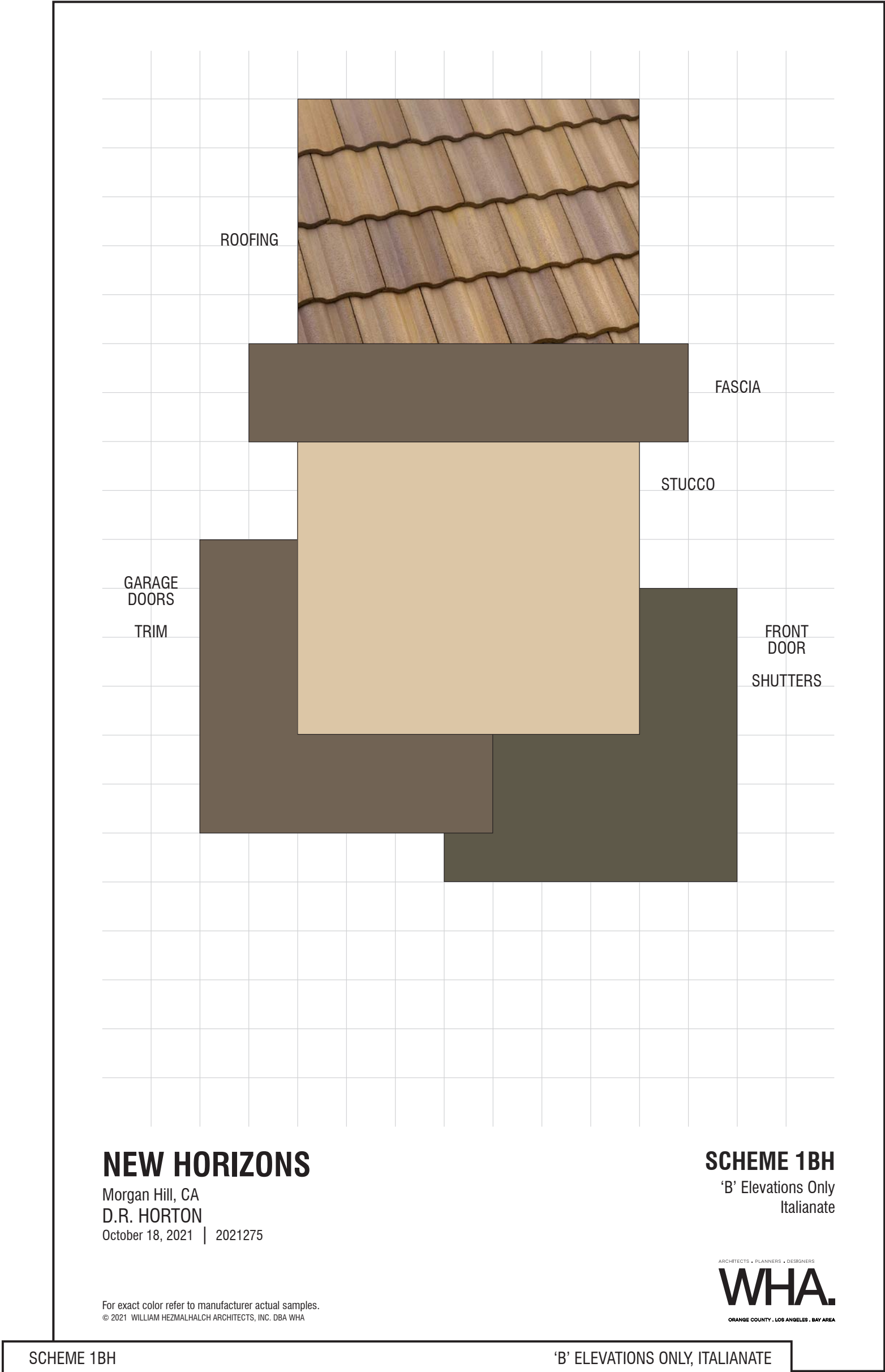
A8.1

Italianate Elevations
Color Scheme 1BH

Italianate Elevations
Color Scheme 2BH

Italianate Elevations
Color Scheme 5BH

Italianate Elevations
Color Scheme 6BH



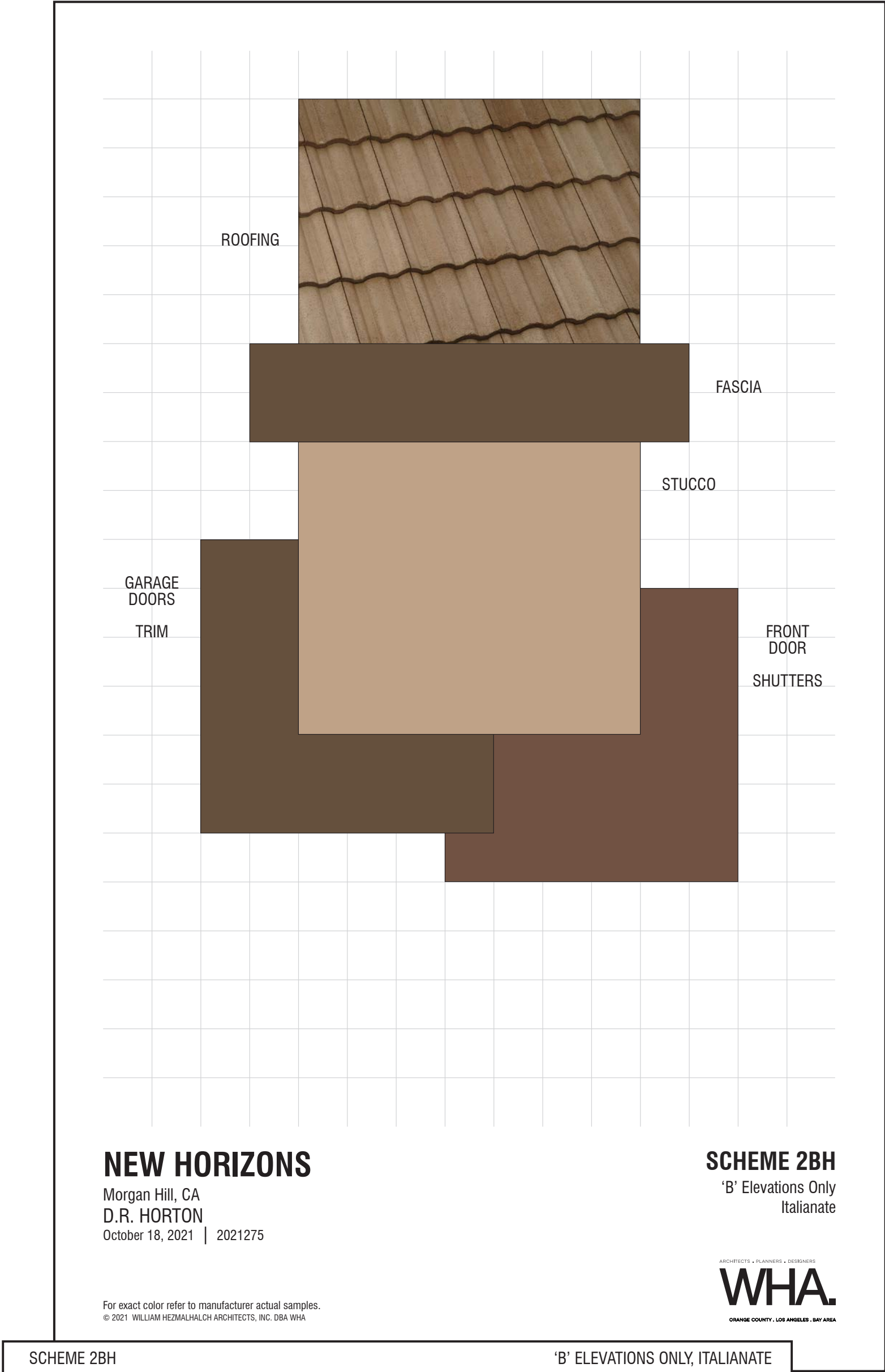
SCHEME 1BH

'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 <i>(factory finish)</i>		Bronze	Custom-Bilt Metals
Stucco <i>(lightlace finish)</i>		SW 7696 Toasted Pine Nut	Sherwin Williams
Trim Color <i>(applied to):</i> Fascia Garage Doors Trim		SW 7040 Smokehouse	Sherwin Williams
Accent Color <i>(applied to):</i> Front Door Shutters		SW 6167 Garden Gate	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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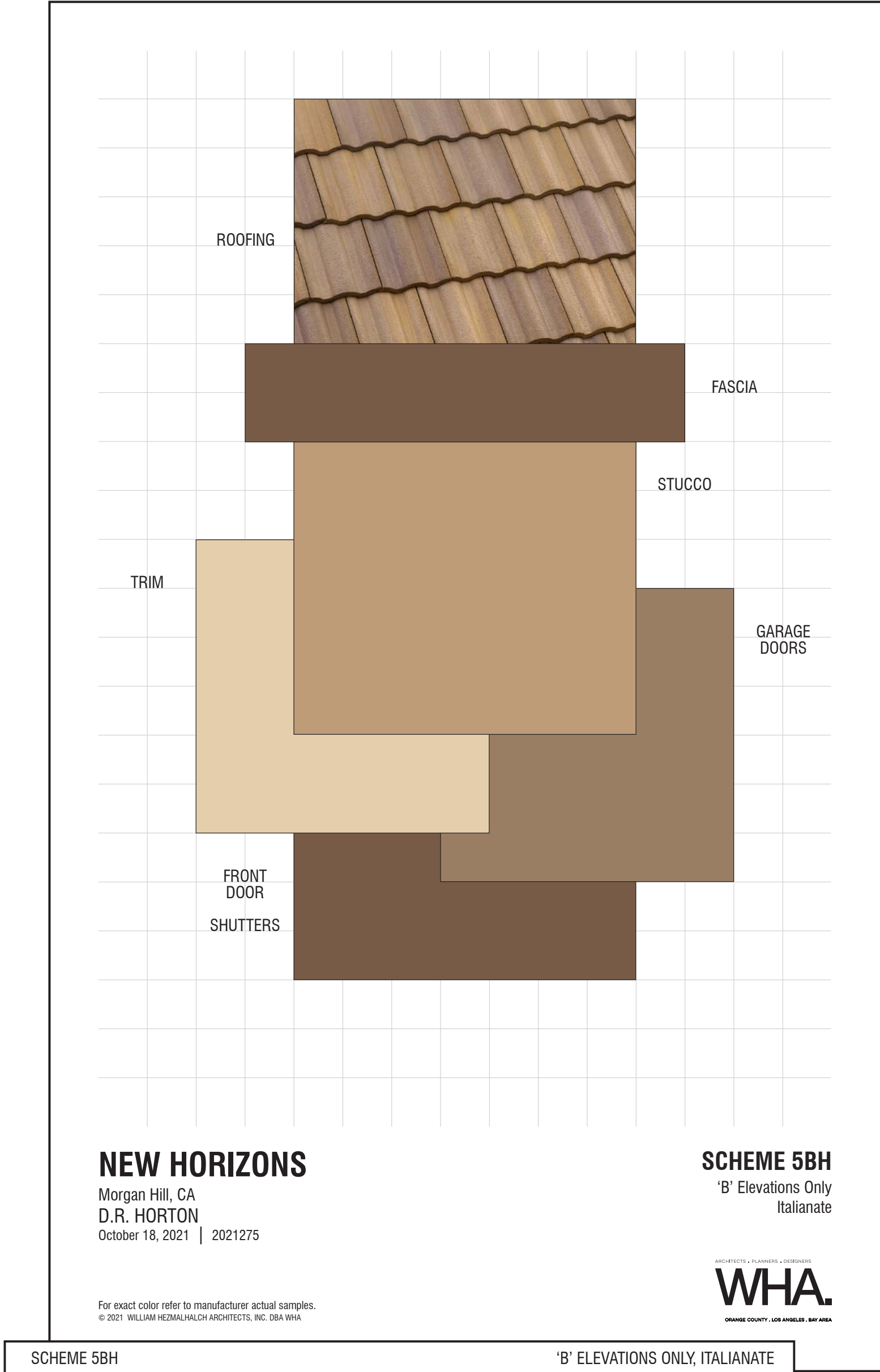
SCHEME 2BH

'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>(lightlace 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

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase.
Contact Corie Rath (925) 463-1700.

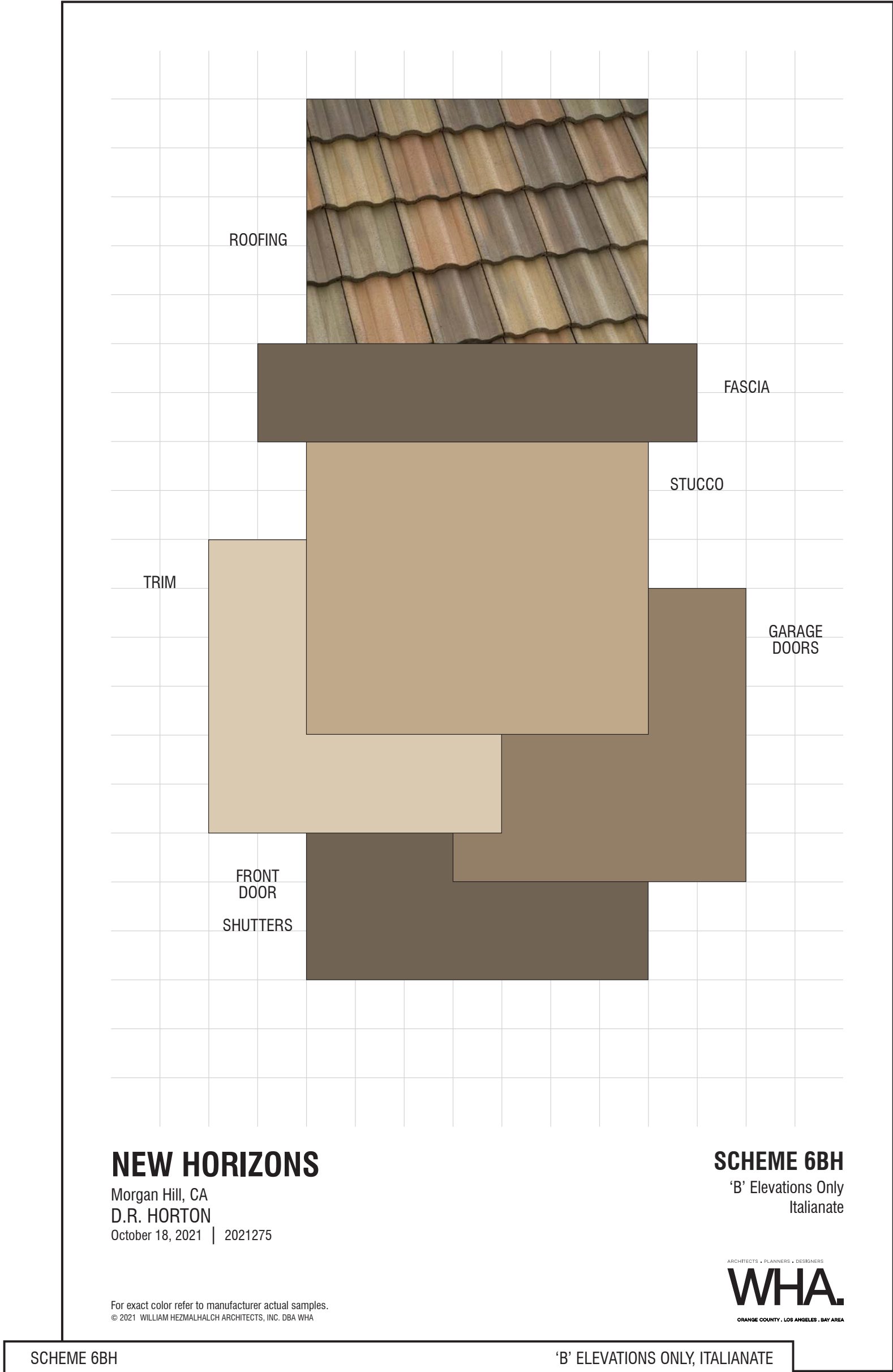
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SCHEME 5BH			'B' ELEVATIONS ONLY, ITALIANATE		
Material		Color	Manufacturer		
Roofing: Low Profile Concrete Tile		2702 Calabar Blend Ref: .18 Emi: .88 A.SRI: 20	Eagle		
Gutters & Downspouts (factory finish)		Beaver Brown	Custom-Bilt Metals		
Stucco (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		

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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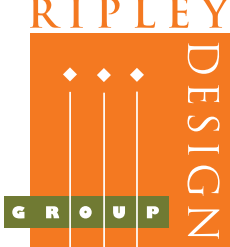


SCHEME 6BH			'B' ELEVATIONS ONLY, ITALIANATE		
Material		Color	Manufacturer		
Roofing: Low Profile Concrete Tile		2773 Walnut Creek Blend Ref: .20 Emi: .94 A.SRI: 23	Eagle		
Gutters & Downspouts <i>(factory finish)</i>		Bronze	Custom-Bilt Metals		
Stucco <i>(lightlace finish)</i>		SW 6143 Basket Beige	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

ROOFING

FASCIA

STUCCO

TRIM

GARAGE DOORS

FRONT DOOR SHUTTERS

STONE

NEW HORIZONS

Morgan Hill, CA
D.R. HORTON
October 18, 2021 | 2021275

SCHEME 1D
'C' Elevations Only
Mediterranean

WHA.

For exact color refer to manufacturer actual samples.
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ROOFING

FASCIA

STUCCO

TRIM

GARAGE DOORS

FRONT DOOR SHUTTERS

STONE

NEW HORIZONS

Morgan Hill, CA
D.R. HORTON
October 18, 2021 | 2021275

SCHEME 2D
'C' Elevations Only
Mediterranean

WHA.

For exact color refer to manufacturer actual samples.
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ROOFING

FASCIA

STUCCO

TRIM

GARAGE DOORS

FRONT DOOR SHUTTERS

STONE

NEW HORIZONS

Morgan Hill, CA
D.R. HORTON
October 18, 2021 | 2021275

SCHEME 4D
'C' Elevations Only
Mediterranean

WHA.

For exact color refer to manufacturer actual samples.
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ROOFING

FASCIA

STUCCO

TRIM

GARAGE DOORS

FRONT DOOR SHUTTERS

STONE

NEW HORIZONS

Morgan Hill, CA
D.R. HORTON
October 18, 2021 | 2021275

SCHEME 8D
'C' Elevations Only
Mediterranean

WHA.

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 <i>(factory finish)</i>	Beaver Brown	Custom-Bilt Metals
Manufactured Stone <i>(if applicable)</i>	Orchard Cypress Ridge	Eldorado
Mortar @ Stone <i>(standard raked joints)</i>	Khaki	Orco
Stucco <i>(lightface finish)</i>	SW 6108 Latte	Sherwin Williams
Trim Color #1 <i>(applied to):</i> Trim	SW 6141 Sotter Tan	Sherwin Williams
Trim Color #2 <i>(applied to):</i> Fascia Garage Doors	SW 6103 Tea Chest	Sherwin Williams
Accent Color <i>(applied to):</i> Front Door Shutters	SW 6062 Vintage Leather	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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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 <i>(factory finish)</i>	Bronze	Custom-Bilt Metals
Manufactured Stone <i>(if applicable)</i>	Montecito Cliffstone	Eldorado
Mortar @ Stone <i>(standard raked joints)</i>	Tan	Orco
Stucco <i>(lightface finish)</i>	SW 7689 Row House Tan	Sherwin Williams
Trim Color #1 <i>(applied to):</i> Trim	SW 7557 Summer White	Sherwin Williams
Trim Color #2 <i>(applied to):</i> Fascia Garage Doors	SW 6153 Protégé Bronze	Sherwin Williams
Accent Color <i>(applied to):</i> Front Door Shutters	SW 0045 Antiquarian Brown	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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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 <i>(factory finish)</i>	Beaver Brown	Custom-Bilt Metals
Manufactured Stone <i>(if applicable)</i>	Lantana Cliffstone	Eldorado
Mortar @ Stone <i>(standard raked joints)</i>	Khaki	Orco
Stucco <i>(lightface finish)</i>	SW 7714 Oak Barrel	Sherwin Williams
Trim Color #1 <i>(applied to):</i> Trim	SW 6112 Biscuit	Sherwin Williams
Trim Color #2 <i>(applied to):</i> Fascia Garage Doors	SW 7027 Hickory Smoke	Sherwin Williams
Accent Color <i>(applied to):</i> Front Door Shutters	SW 6208 Pewter Green	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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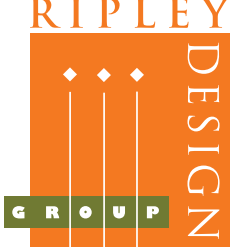
SCHEME 8D 'C' ELEVATIONS ONLY, MEDITERRANEAN		
Material	Color	Manufacturer
Roofing: Low Profile Concrete Tile	2702 Calabar Blend Ref: .18 Emi: .88 A.SRI: 20	Eagle
Gutters & Downspouts <i>(factory finish)</i>	Beaver Brown	Custom-Bilt Metals
Manufactured Stone <i>(if applicable)</i>	Polemo Country Rubble	Eldorado
Mortar @ Stone <i>(standard raked joints)</i>	Wheat	Orco
Stucco <i>(lightface finish)</i>	SW 7519 Mexican Sand	Sherwin Williams
Trim Color #1 <i>(applied to):</i> Trim	SW 7517 Rivers Edge	Sherwin Williams
Trim Color #2 <i>(applied to):</i> Fascia Garage Doors	SW 7520 Dark Brown	Sherwin Williams
Accent Color <i>(applied to):</i> Front Door Shutters	SW 7076 Cyberspace	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

A8.3

COMMUNITY CLUBHOUSE

1. Adult fitness stations, by Kompan
2. Swimming pool
3. Pool deck overlooking park
4. Amazon hub
5. Lending Library

CLUSTER MAILBOX STATION

1. Arbor
2. Bench
3. Pet Waste Station

CLUSTER MAILBOX STATION

1. Arbor
2. Bench
3. Pet Waste Station

ADA ACCESSIBLE PARKING

ACCESS TO JACKSON SCHOOL

JACKSON SCHOOL

JACKSON PARK IMPROVEMENTS

1. Existing Playground to remain
2. New Playground Hardscape
3. Storm Water Retention

LARGE DOG PARK

1. Benches
2. Perimeter fence
3. Gated entry

SMALL DOG PARK

1. Benches
2. Perimeter fence
3. Gated entry

AMPHITHEATER

1. Terraced Concrete Seat Walls
2. Stage

CLUSTER MAILBOX STATION

1. Arbor
2. Bench
3. Pet Waste Station

OPEN LAWN AREA

1. Open play lawn area
2. Storm water detention area

BICYCLE / PEDESTRIAN BRIDGE

CLUSTER MAILBOX STATION

1. Arbor
2. Bench
3. Pet Waste Station

NEW HORIZONS TRAIL OPEN SPACE

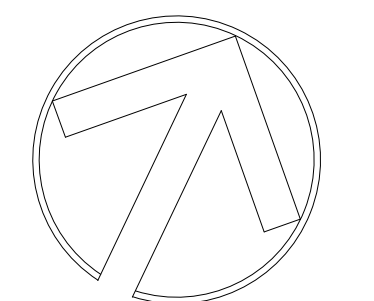
1. Meandering trail
2. Benches
3. Storm Water Detention Area

CLUSTER MAILBOX STATION

1. Arbor
2. Bench
3. Pet Waste Station

LEGEND

50x100 LOTS
60x100 LOTS
70X100 LOTS
SENIOR COTTAGES
SENIOR CONDOS



SENIOR LIVING AMENITIES

1. Trellis with Tables
2. Garden

PLAYGROUND

1. Fenced
2. Benches
3. Shade Sails
4. Kompan Play Equipment

COMMUNITY PARK

1. Open Lawn Areas
2. Benches
3. Community Event Areas

ROUNDBOUT

1. Speciman Oak Tree Planting
2. Traffic calming / Slower traffic

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

PARKS, OPEN SPACE AND TRAILS EXHIBIT



JOB NO. 202013-001
DATE 3/15/2023
SCALE AS SHOWN

L-1

ZA2021-0001



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

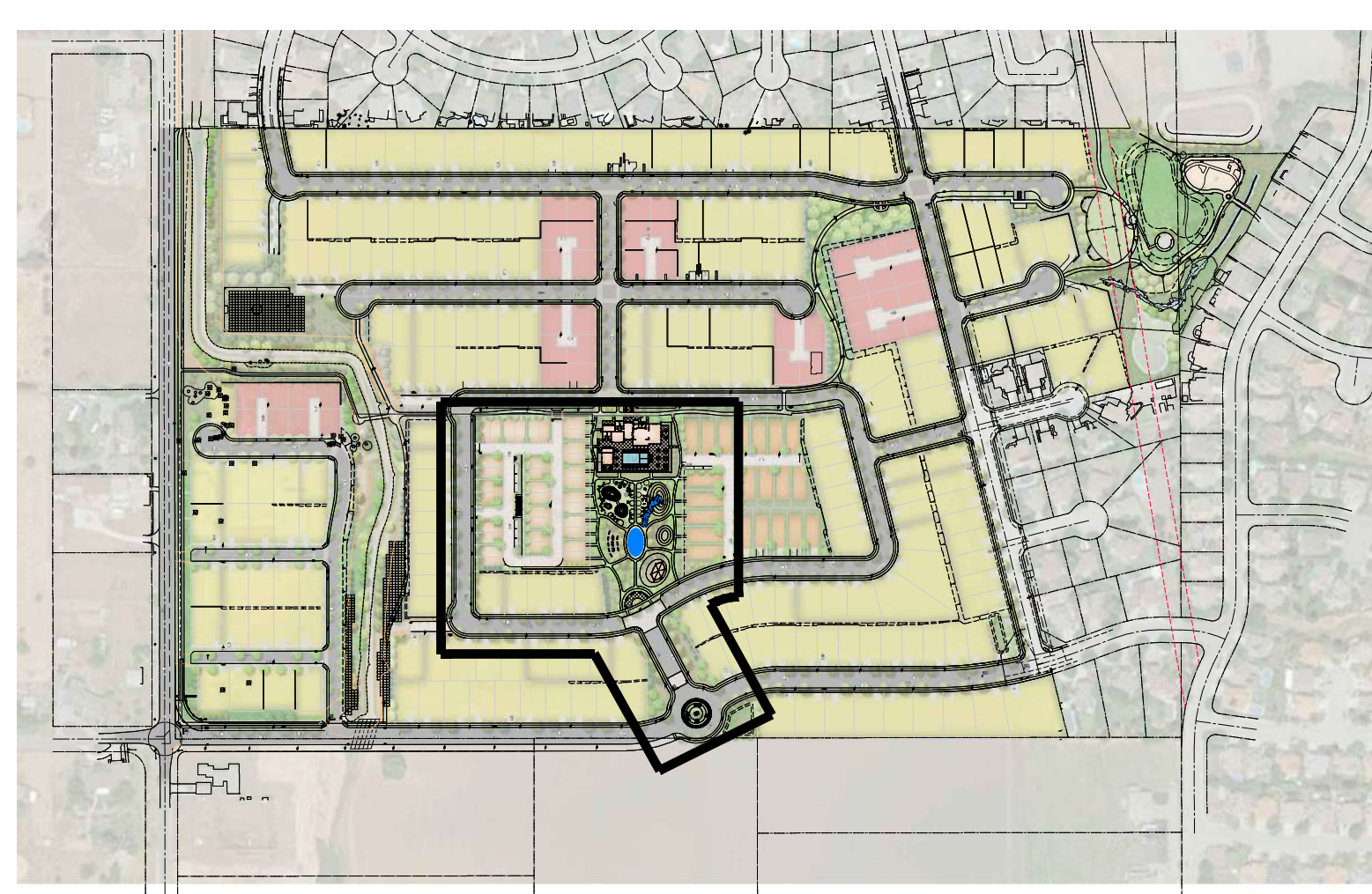
PLAYGROUND

- 1. Artificial Turf Mounds
- 2. Twig Benches
- 3. Kompan Play Equipment

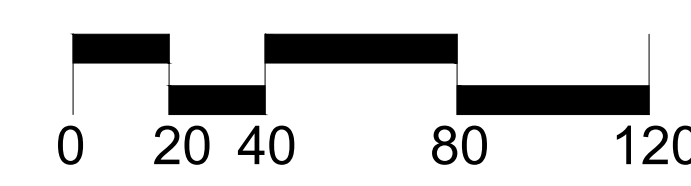
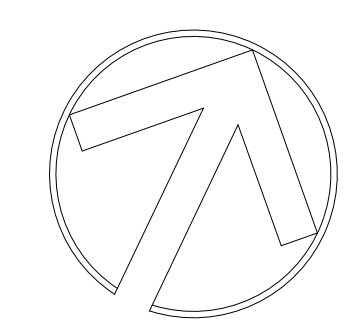
TRAIL AROUND PARK

TRAFFIC CIRCLE

- 1. Specimen Oak Tree Planting
- 2. Landscaped Berm with boulders
- 3. Traffic calming / Community Entrance

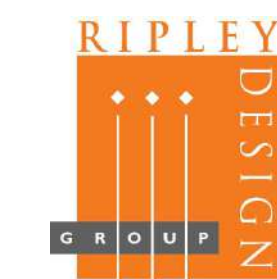


NEW HORIZONS TRAIL MAP
SCALE: NTS



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

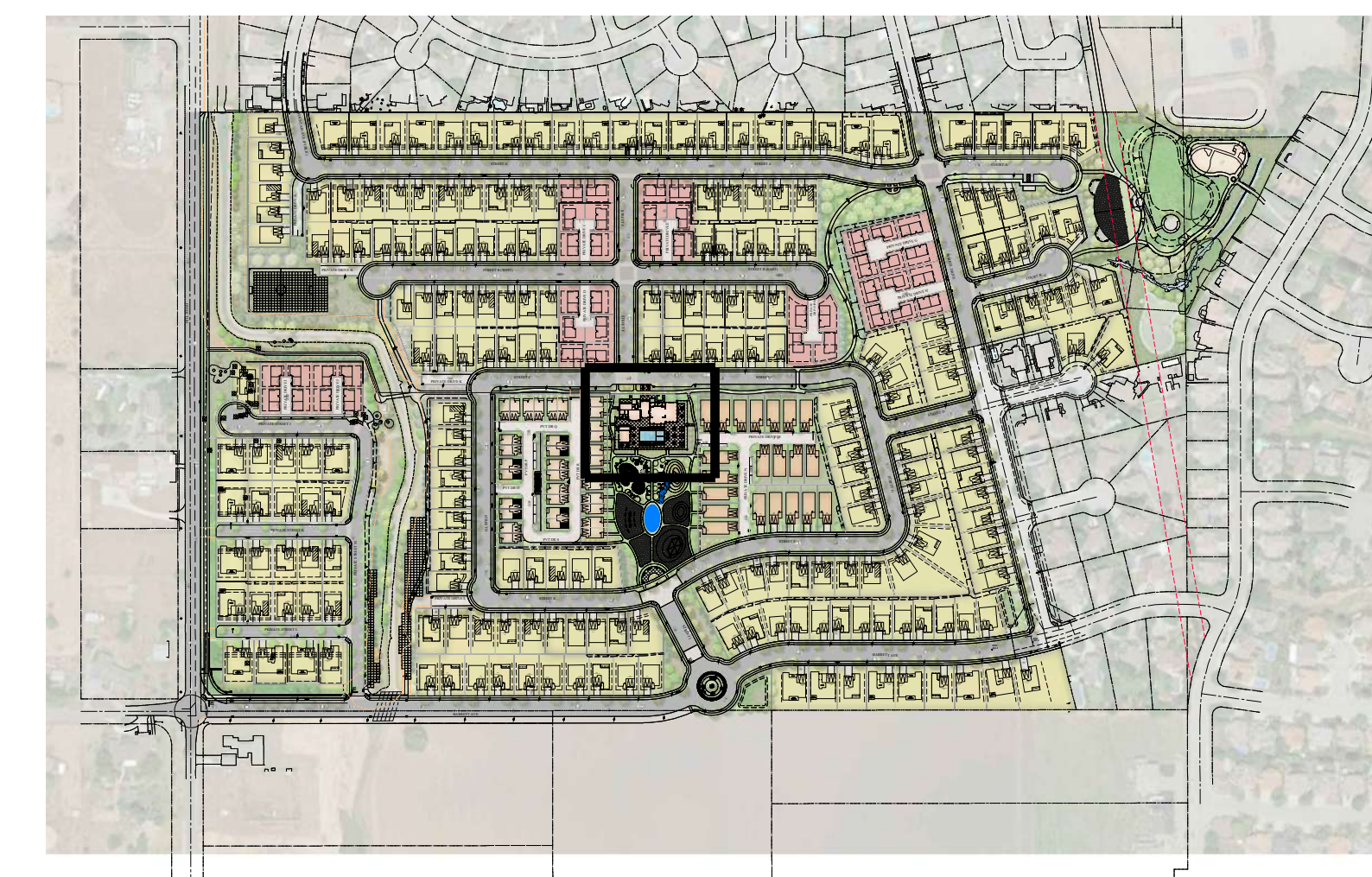
CLUBHOUSE PATIO

BL
P-1X

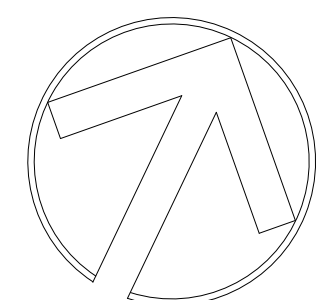
BL
P-1X

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



COMMUNITY CLUBHOUSE EXHIBIT

JOB NO. 202013-001
DATE 3/15/2023
SCALE AS SHOWN

L-2B

ZA2021-0001

WATER FEATURE



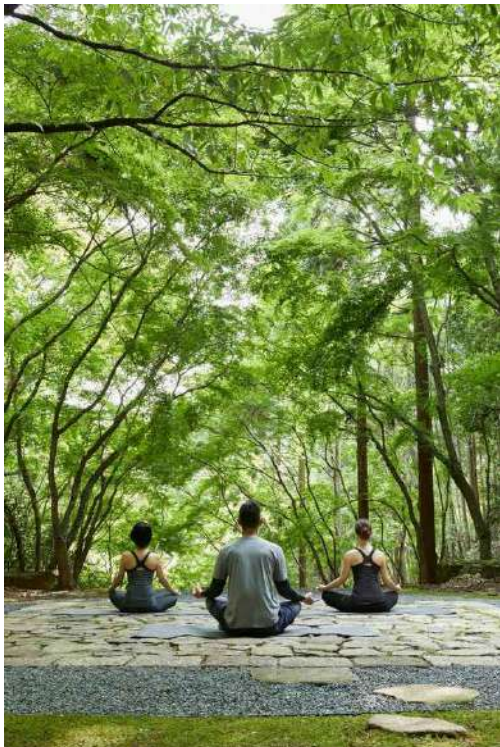
ADULT FITNESS AREA

- 1. Outdoor Fitness Equipment by Kompan
- 2. Benches



POOL/ CLUBHOUSE ENTRY/EXIT

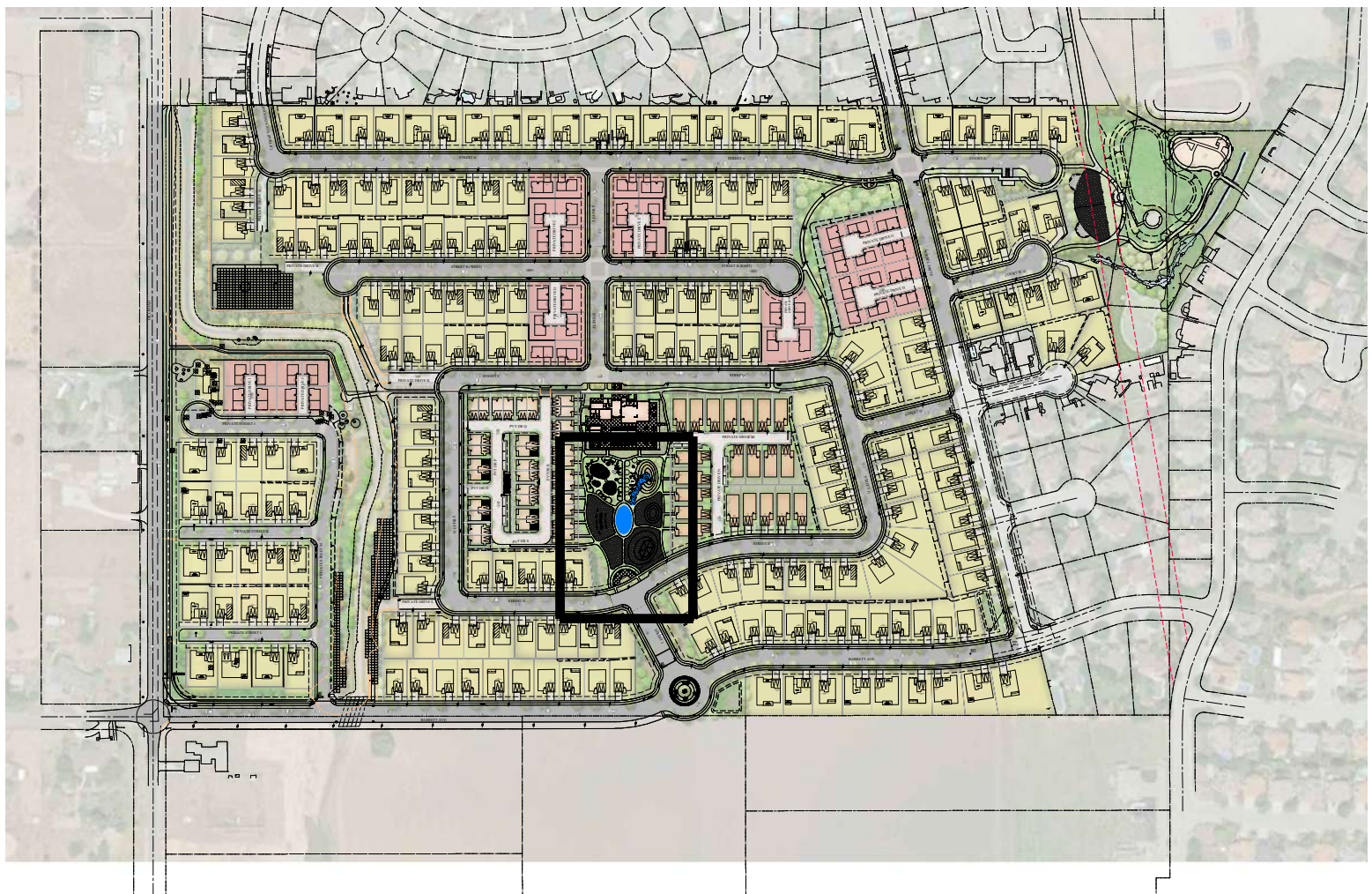
READING AND MEDITATION PARK



POOL/ CLUBHOUSE ENTRY/EXIT

COMMUNITY PLAYGROUND

- 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"

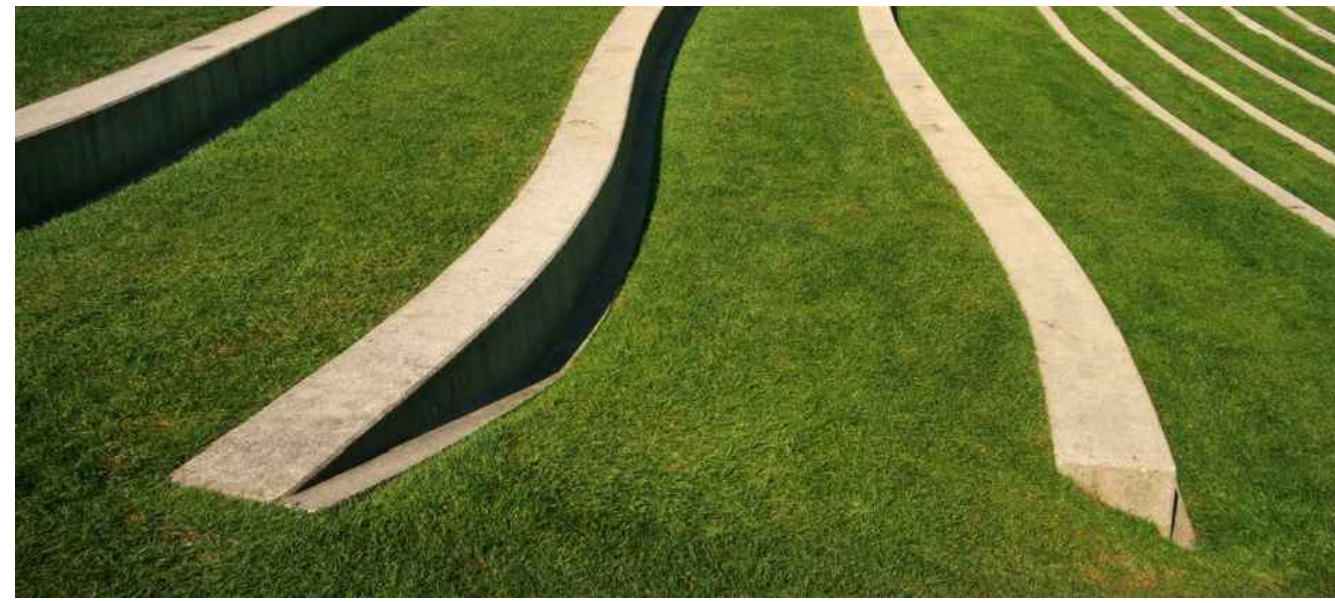
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE 3/15/2023
SCALE AS SHOWN

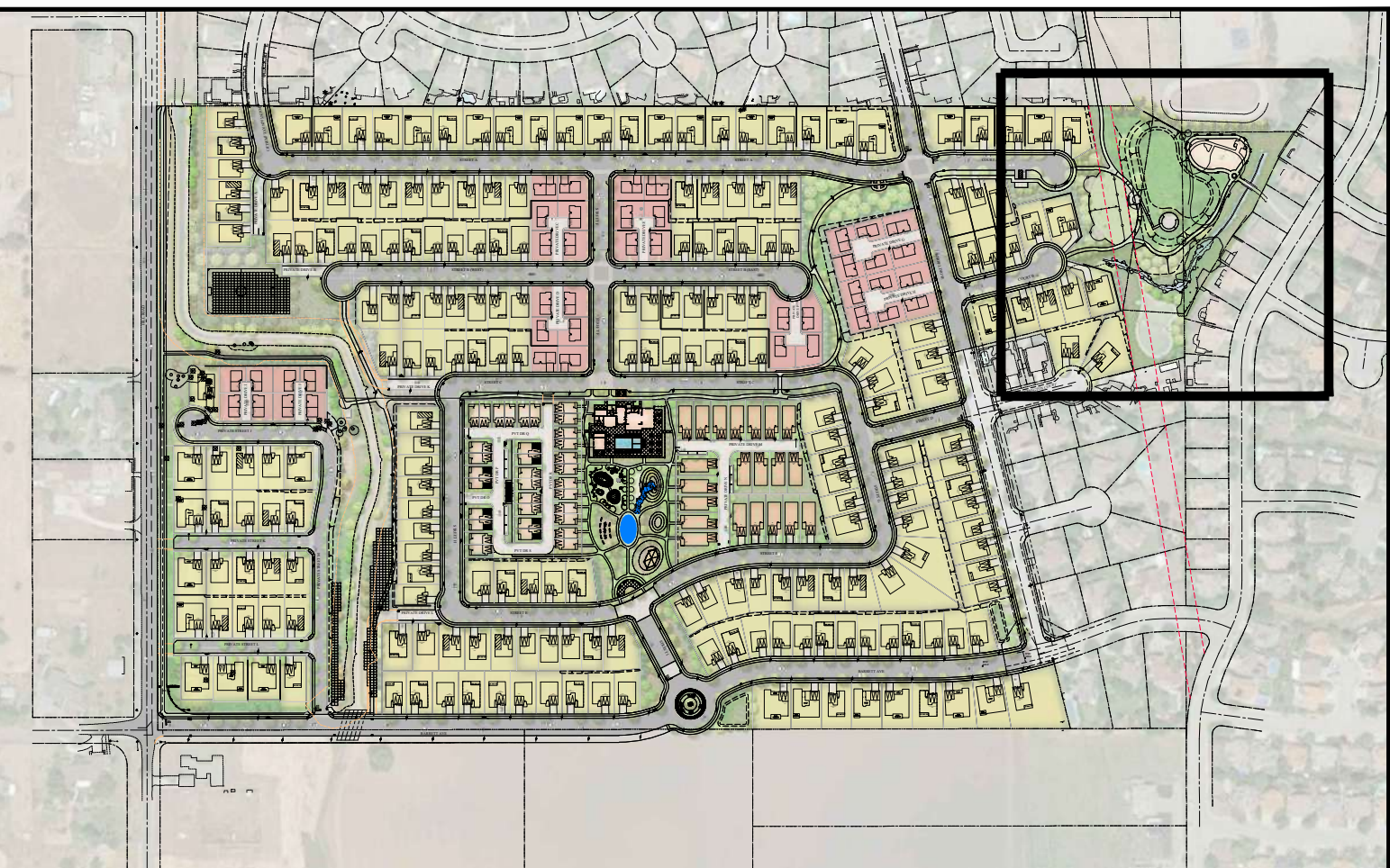
L-2C
ZA2021-0001



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

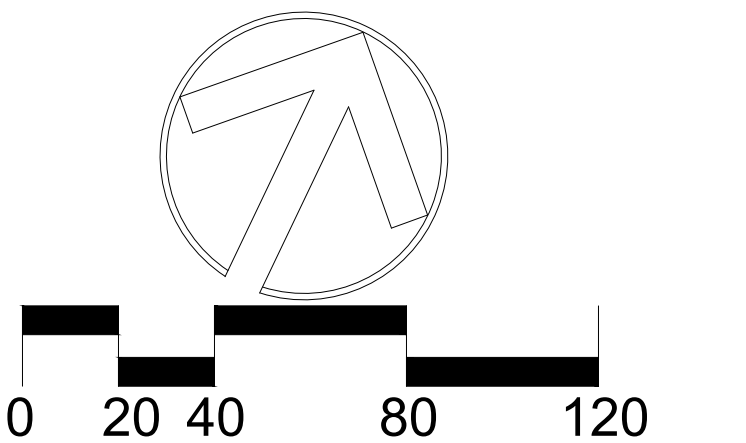
"DUAL USE" STORM WATER DETENTION BASIN

"AMPHITHEATER"

TRAIL

FUTURE
1. Riparian Habitat Overlook
2. Interpretive Signage
3. Picnic Areas

PARKS & RECREATION
JACKSON PARK
RENOVATION EXHIBIT

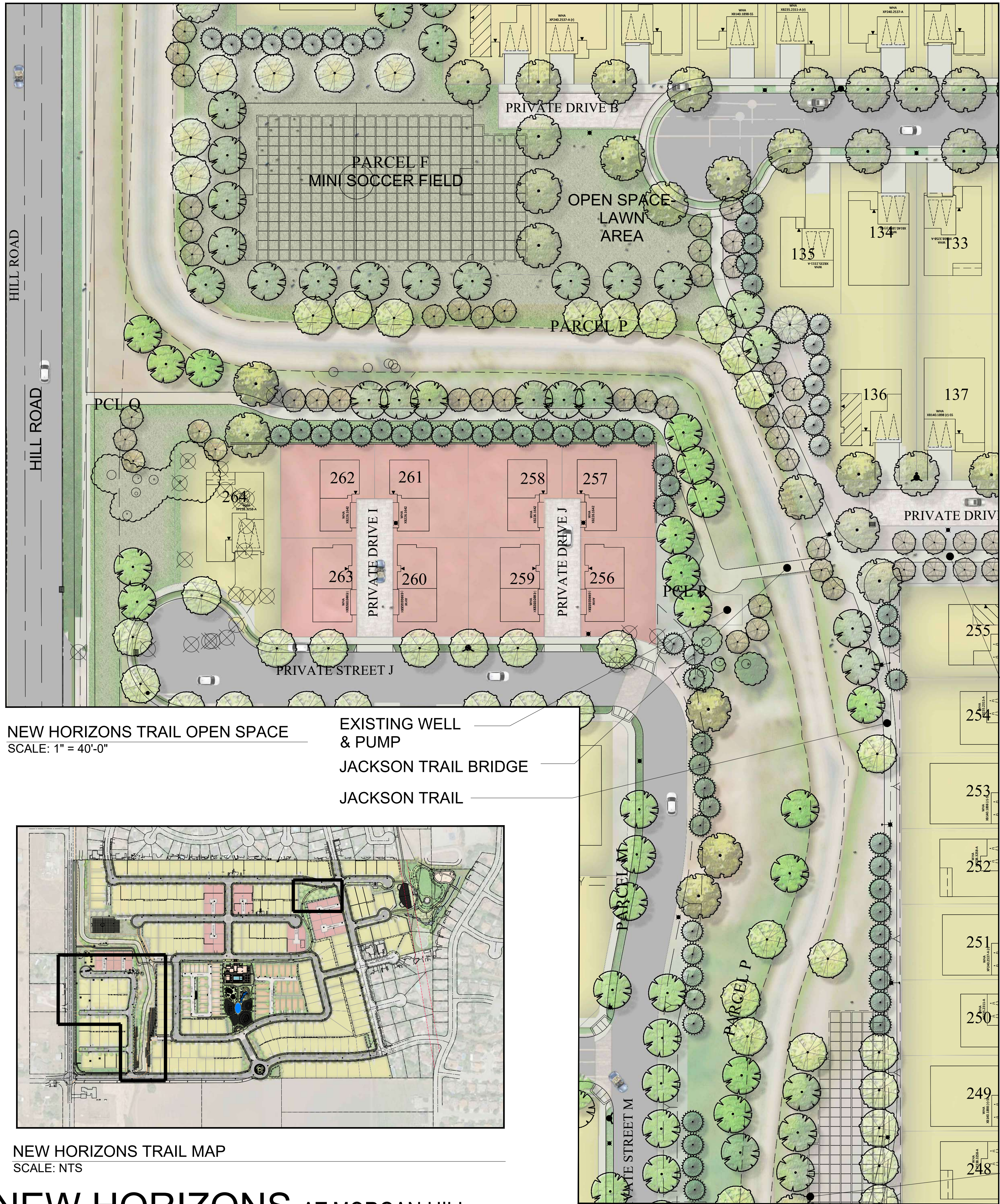


NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC



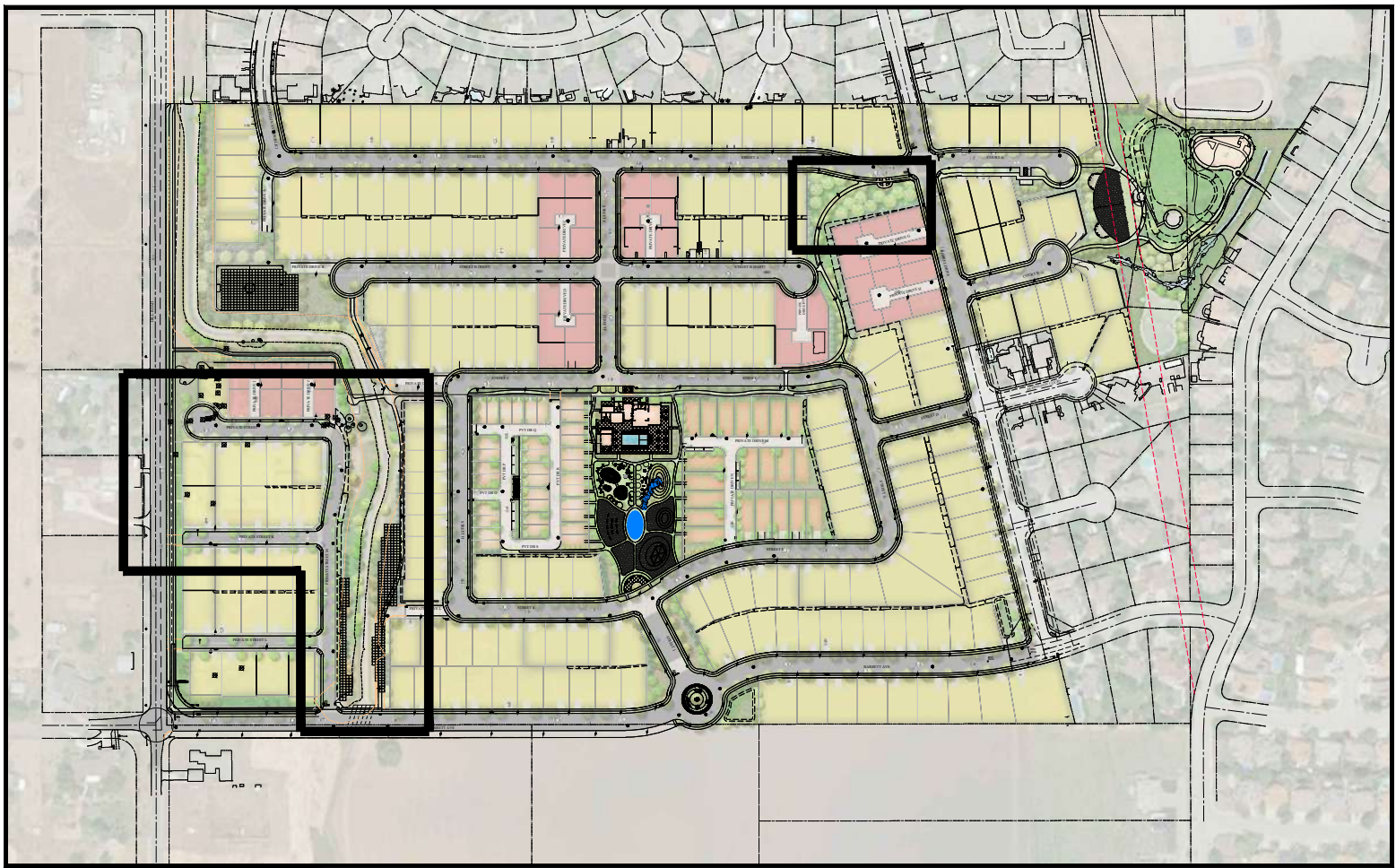
JOB NO. 202013-001
DATE 3/15/2023
SCALE AS SHOWN

L-3
ZA2021-0001



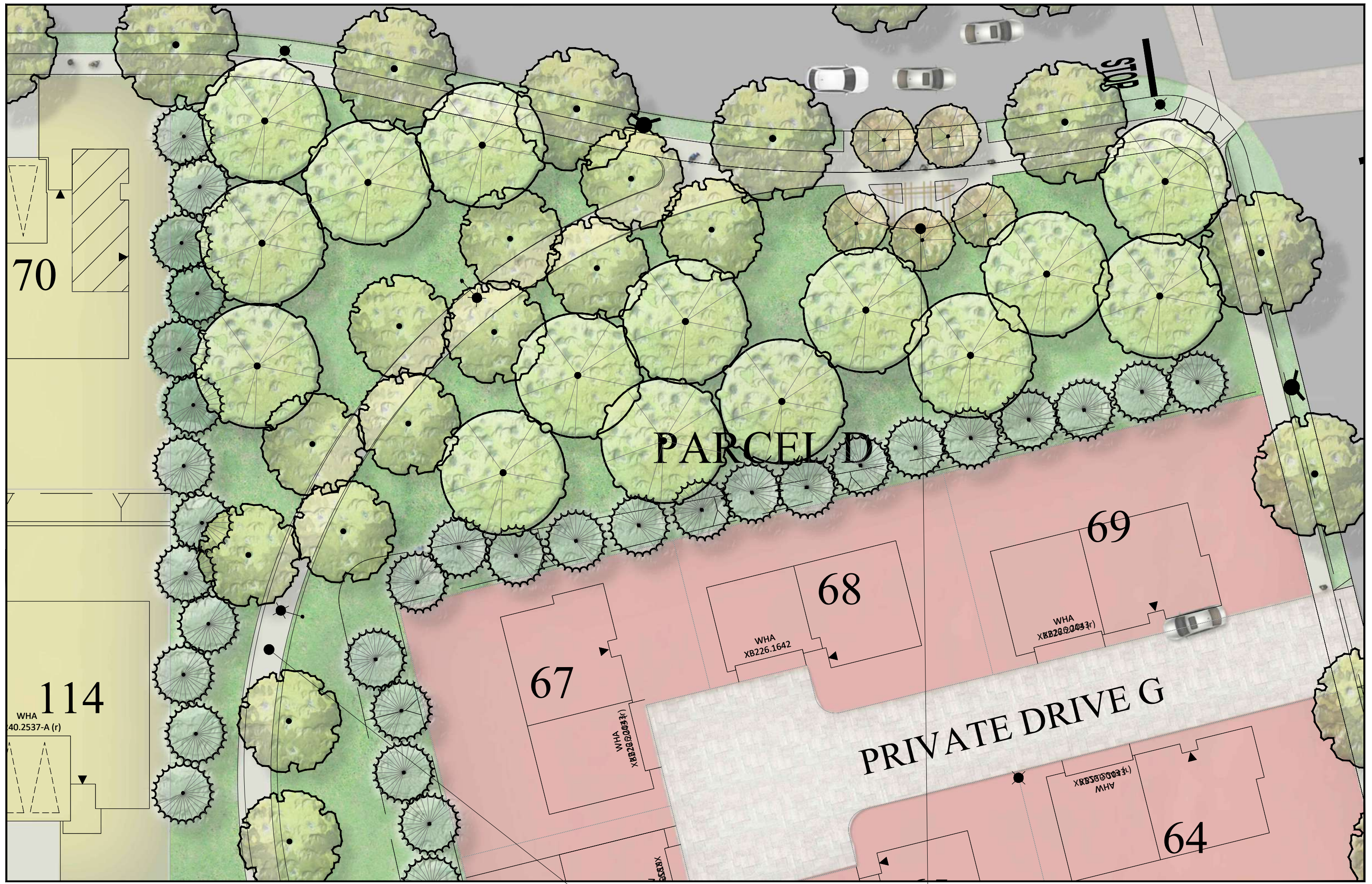
NEW HORIZONS TRAIL OPEN SPACE
SCALE: 1" = 40'-0"

- EXISTING WELL & PUMP
- JACKSON TRAIL BRIDGE
- JACKSON TRAIL



NEW HORIZONS TRAIL MAP
SCALE: NTS

NEW HORIZONS AT MORGAN HILL BY MORGAN HILL DEVCO, LLC



- NEW HORIZONS TRAIL
- CLUSTER MAILBOX ENCLOSURE
 1. Arbor
 2. Bench
 3. Pet waste station

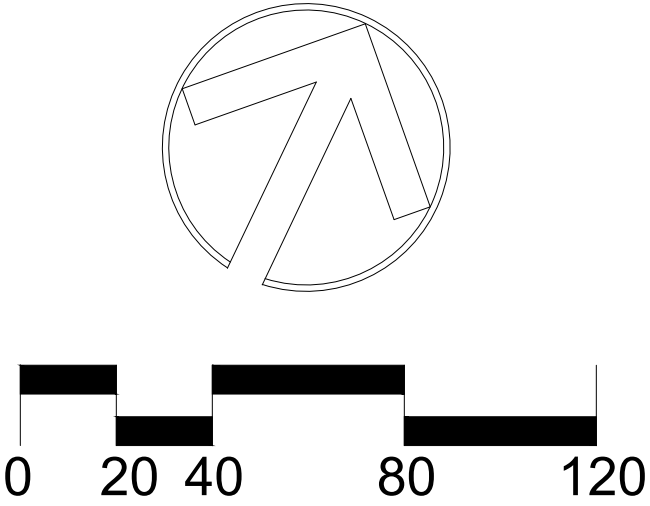
NEW HORIZONS TRAIL CONNECTION TO COMMUNITY BUILDING AND JACKSON PARK



NEW HORIZONS TRAIL, CONNECTION TO BARRETT AVENUE



PARKS & RECREATION NEW HORIZONS TRAIL



JOB NO. 202013-001
DATE 3/15/2023
SCALE AS SHOWN

L-4A
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
RIPARIAN PLANT PALETTE

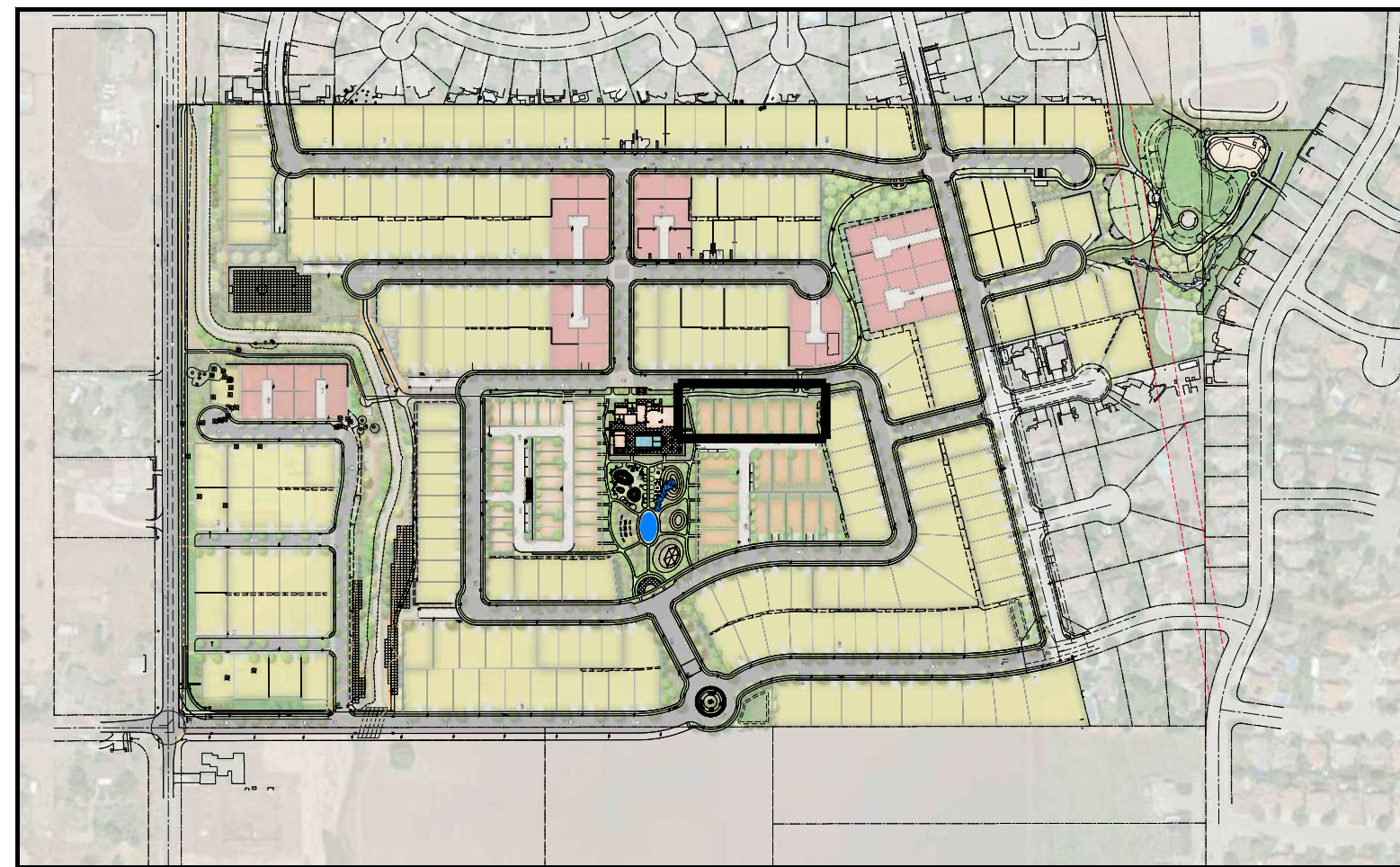
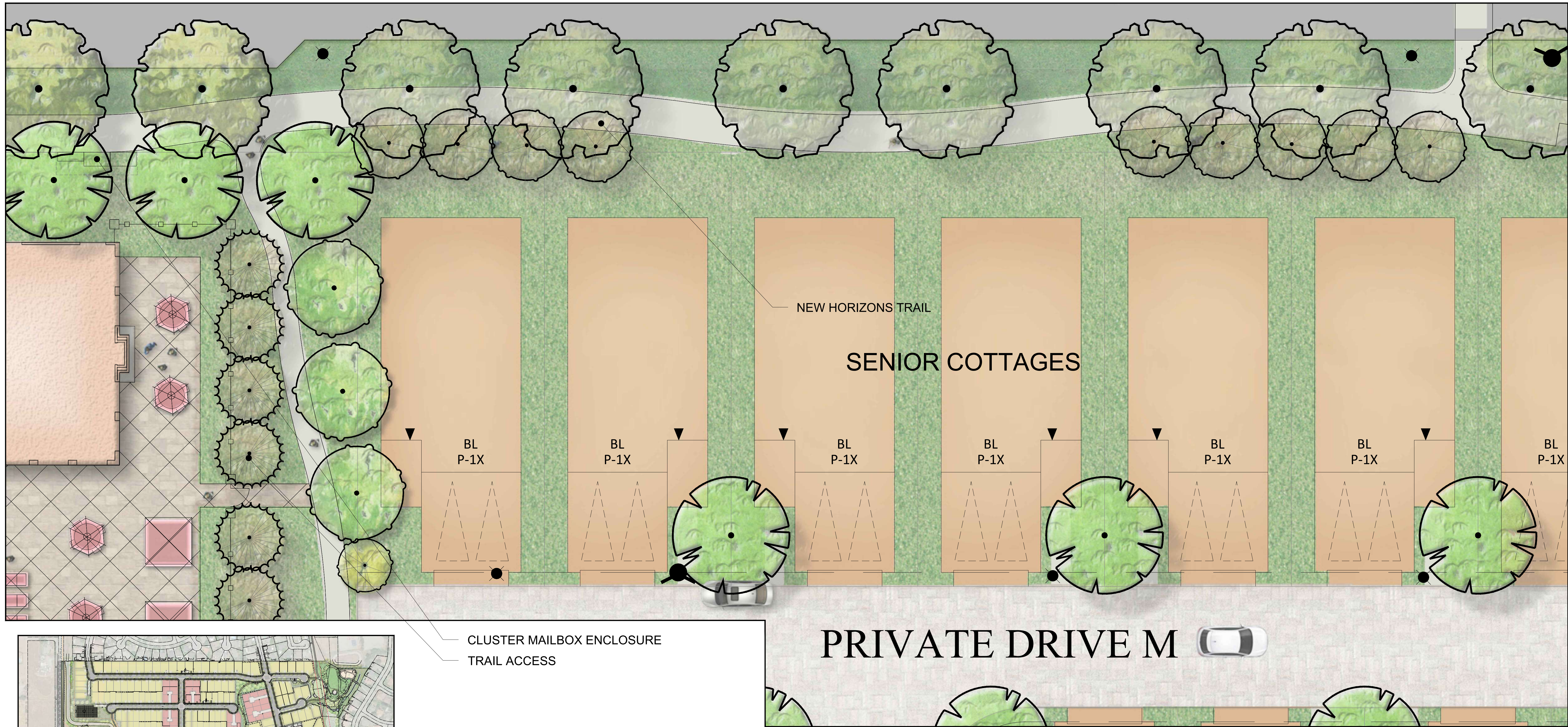
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE 3/15/2023
SCALE AS SHOWN

L-4B
ZA2021-0001



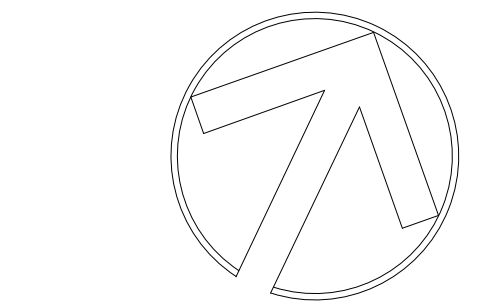
NEW HORIZONS TRAIL MAP
SCALE: NTS

NEW HORIZONS TRAIL AT SENIOR COTTAGES
SCALE: 1" = 10'-0"



PARKS & RECREATION

NEW HORIZONS TRAIL AT SENIOR COTTAGES



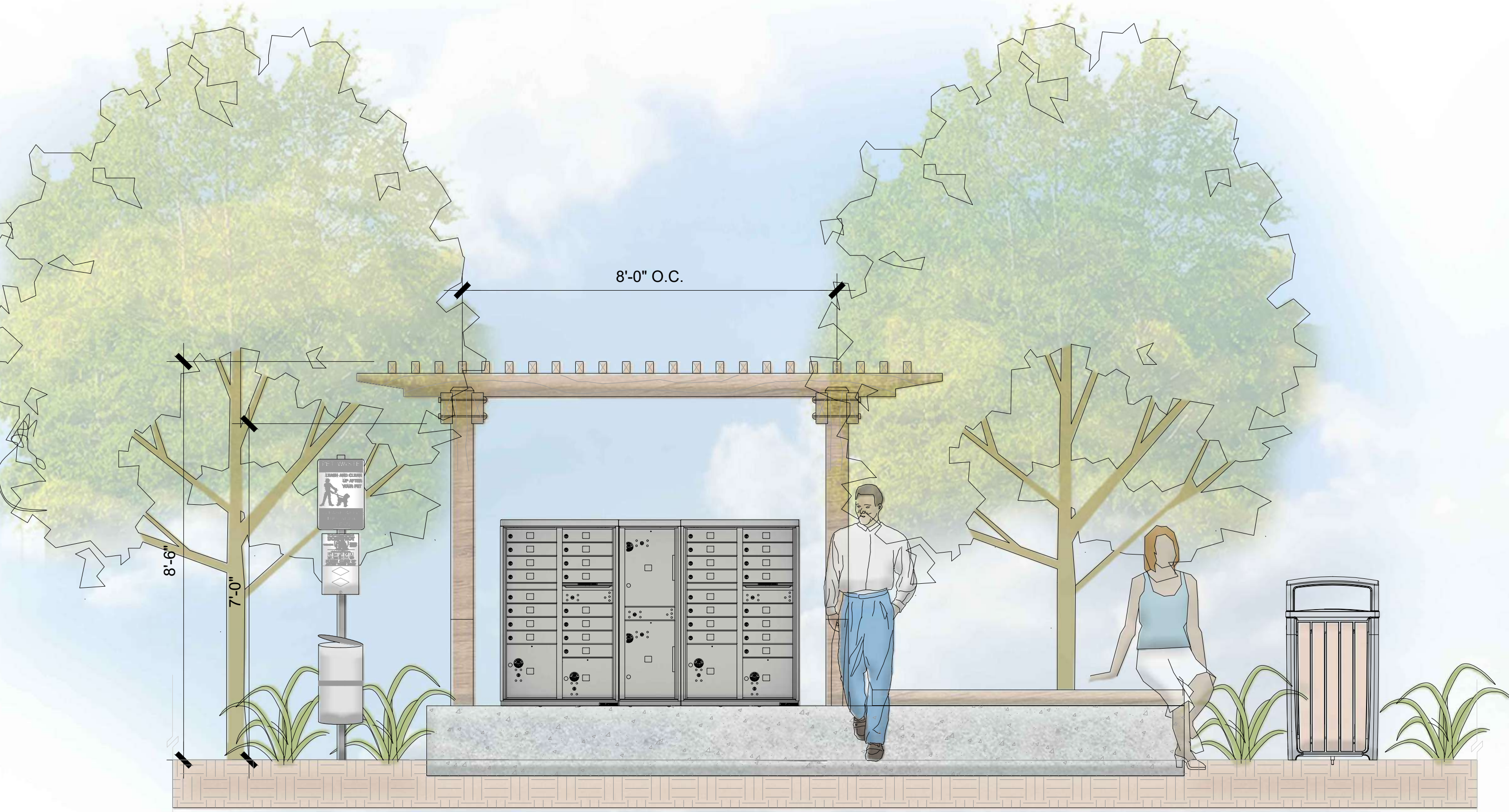
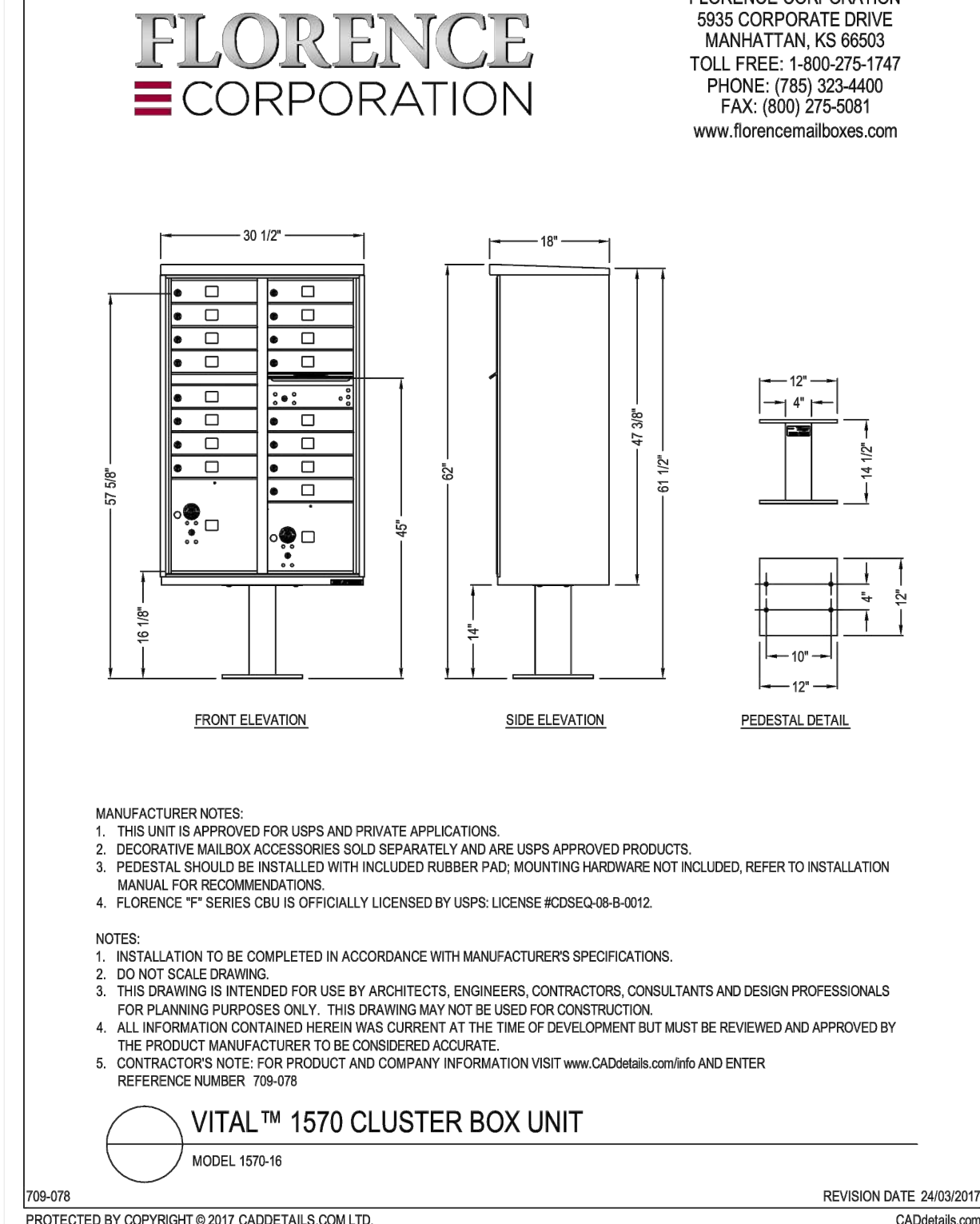
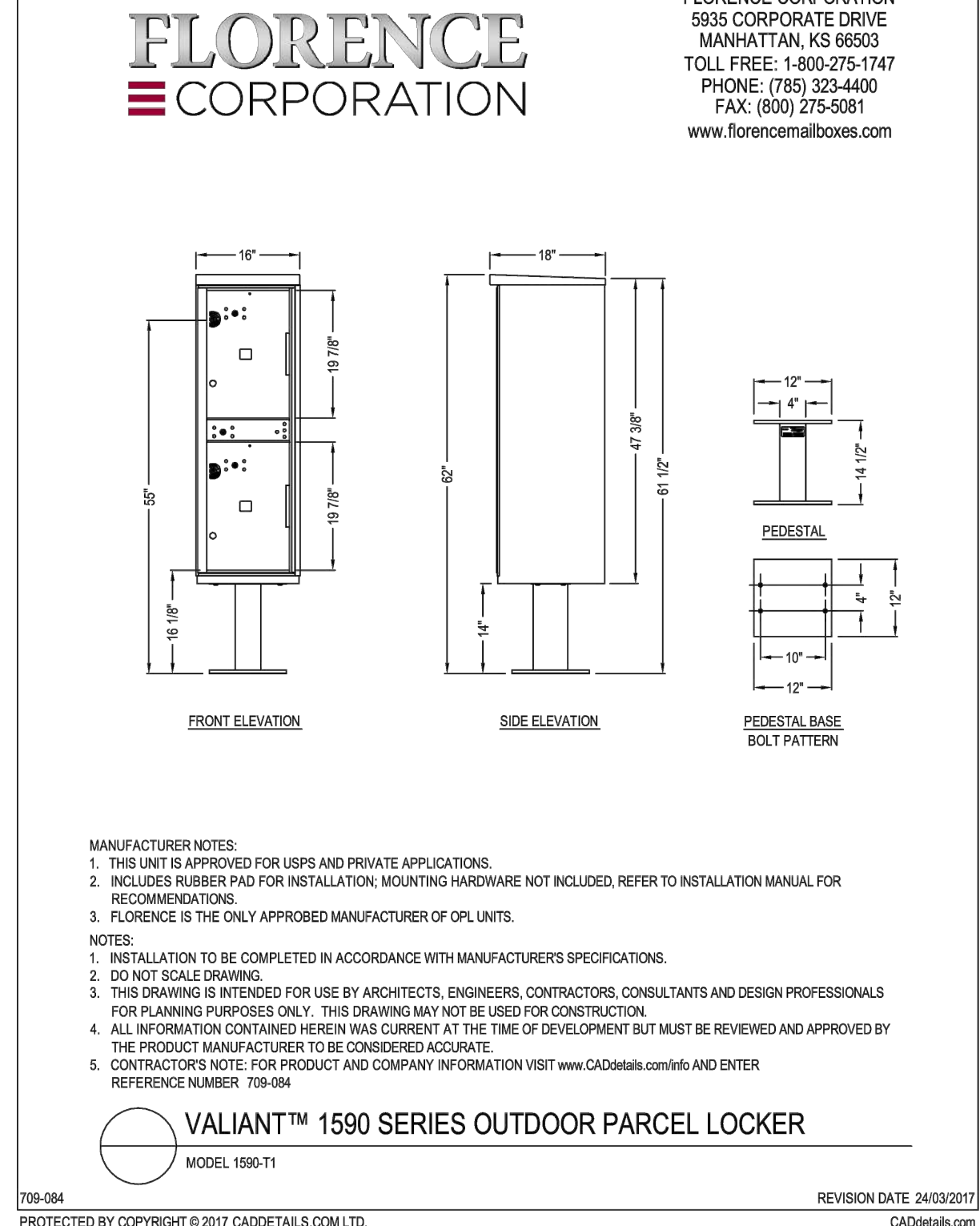
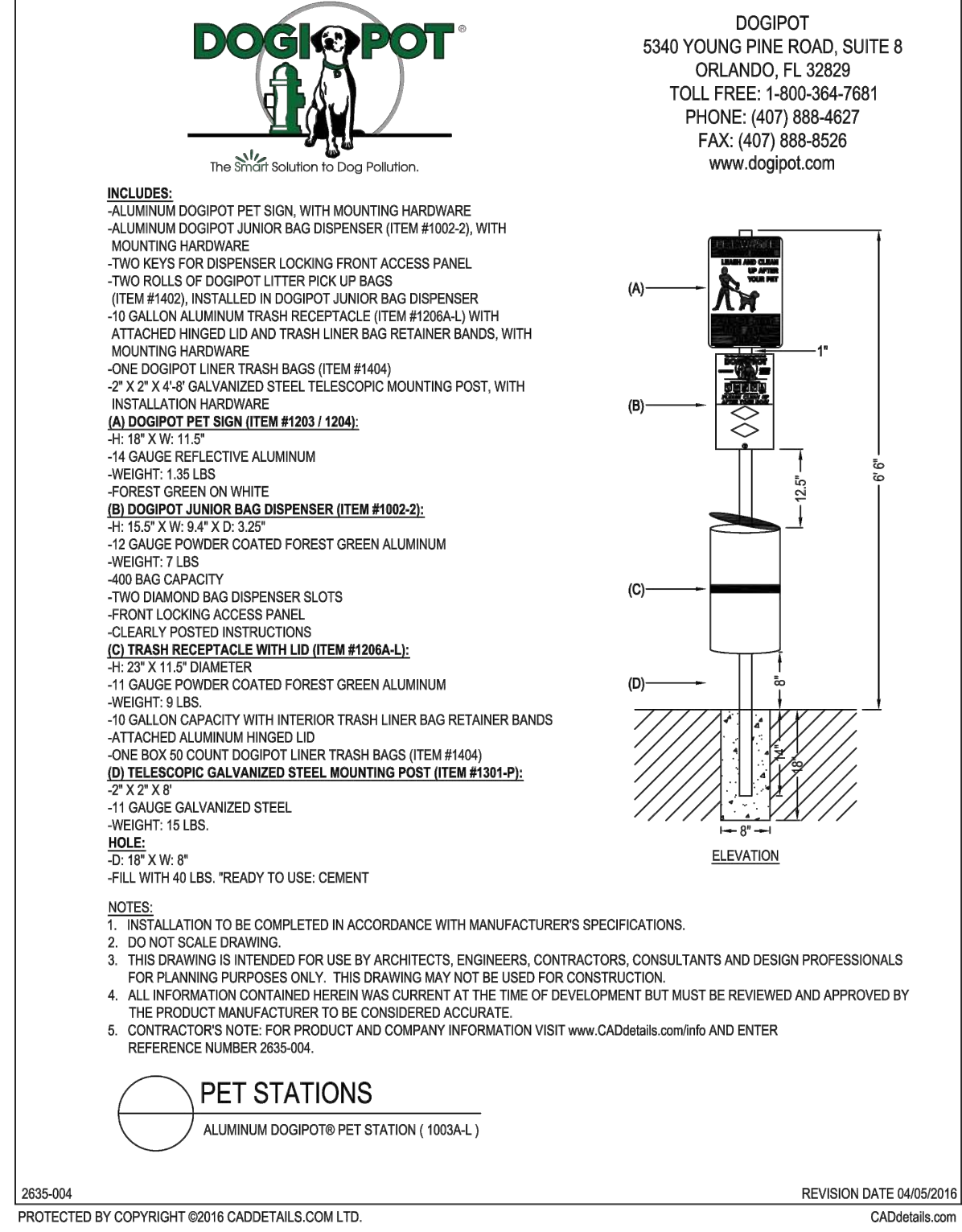
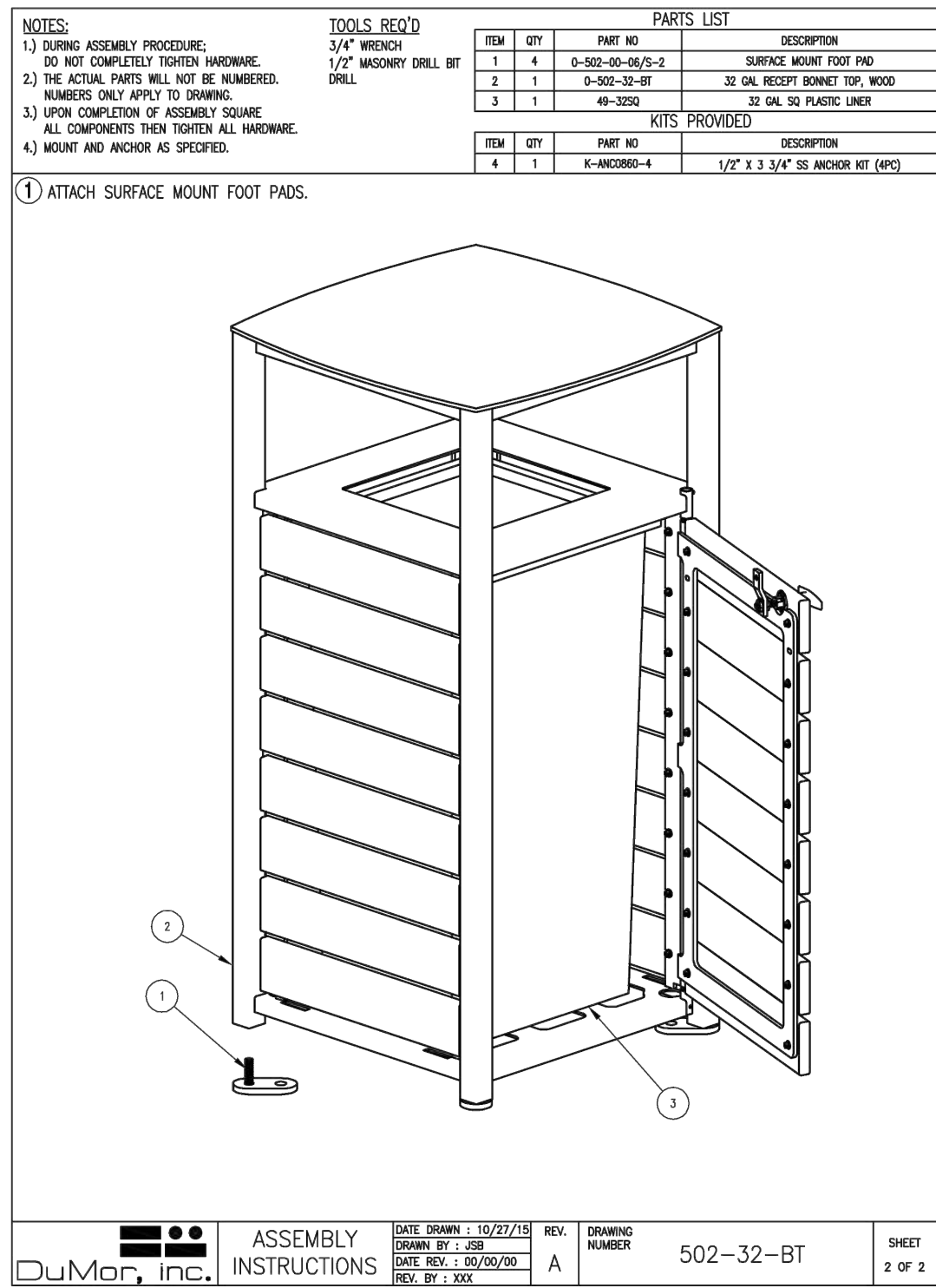
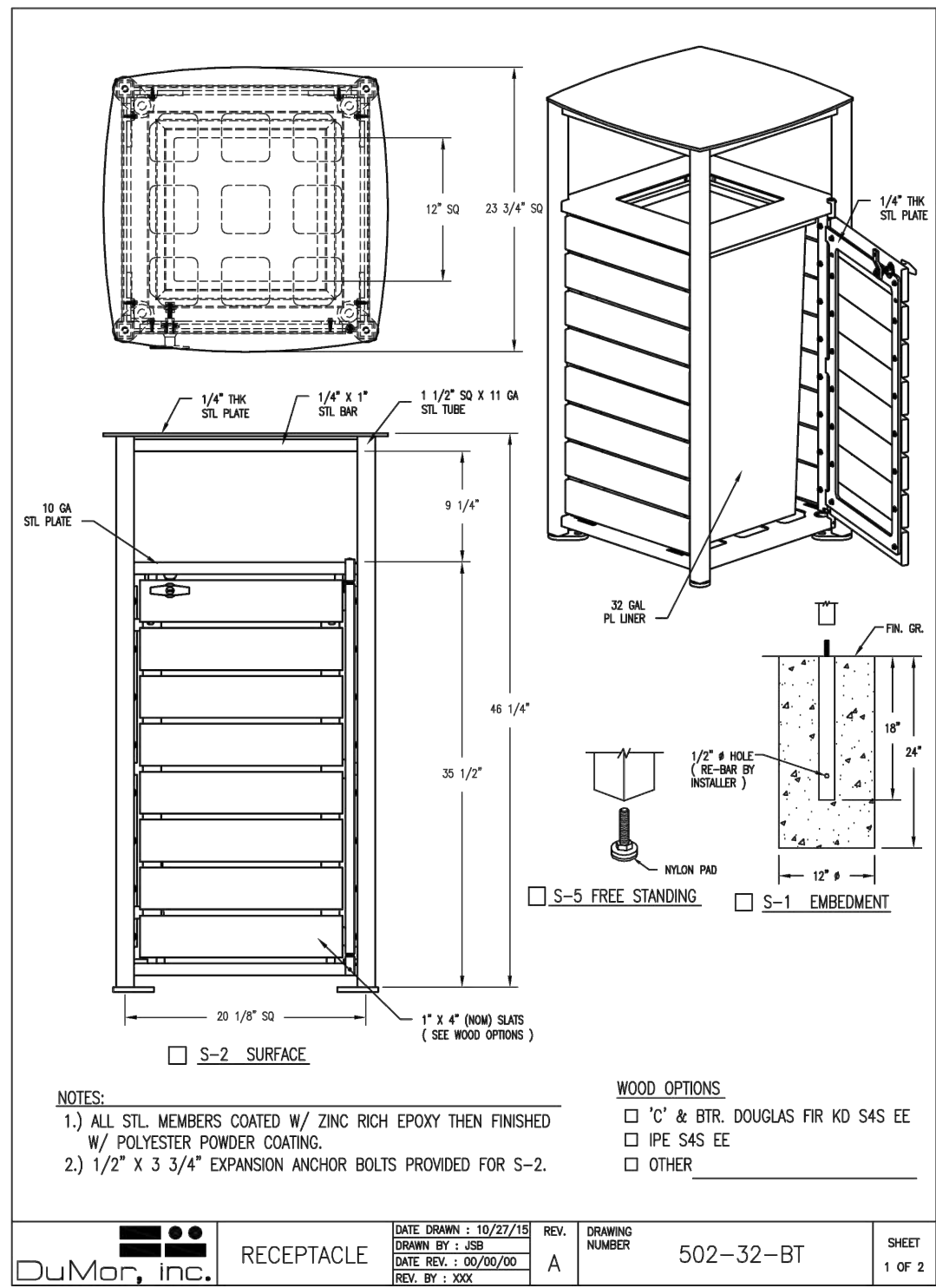
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

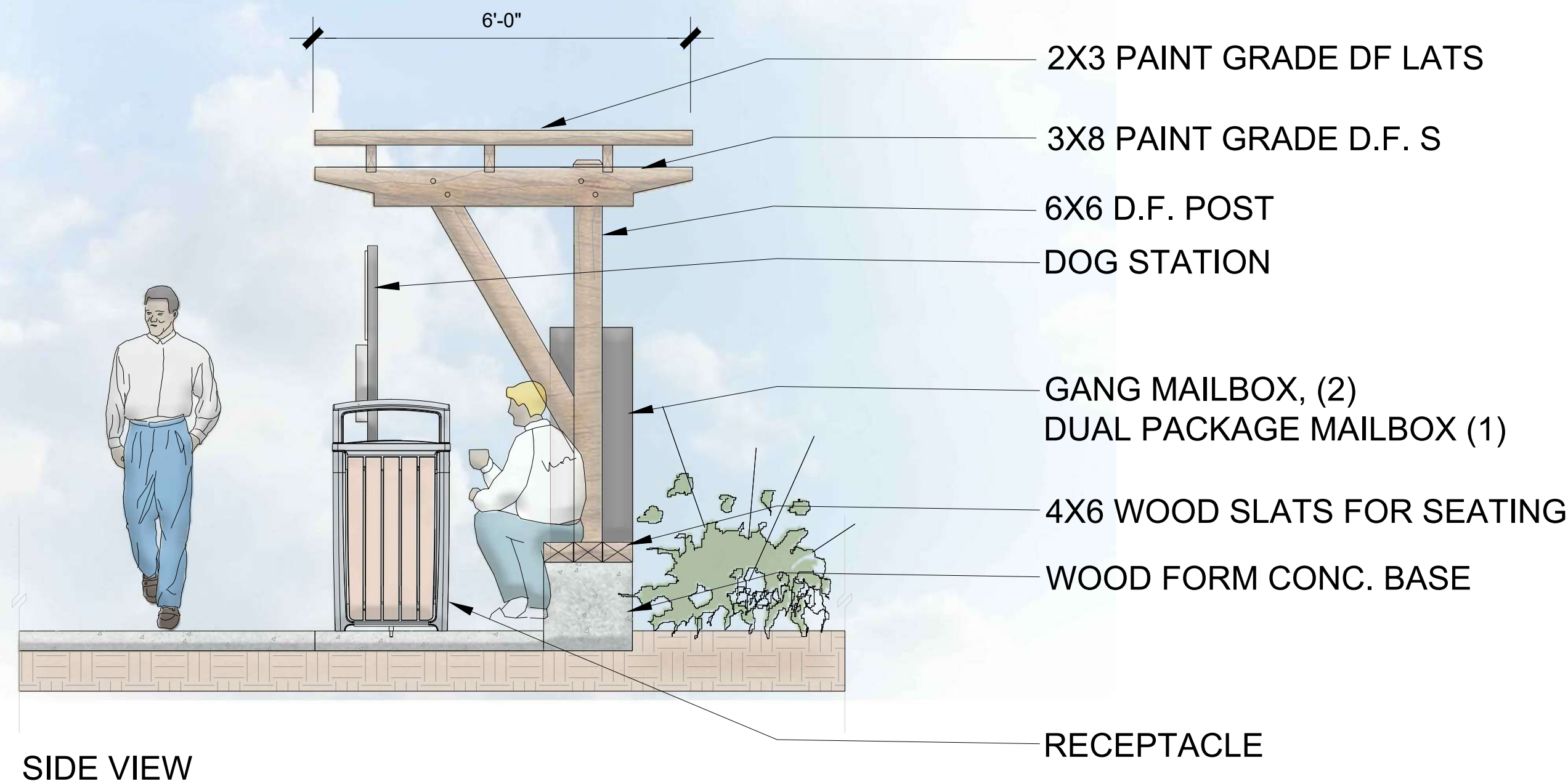


JOB NO. 202013-001
DATE 3/15/2023
SCALE AS SHOWN

L-5
ZA2021-0001



1 MAILBOX ENCLOSURE
 SCALE: 1/4" = 1'-0"



PARKS & RECREATION
 TYPICAL MAIL STATION



NEW HORIZONS AT MORGAN HILL

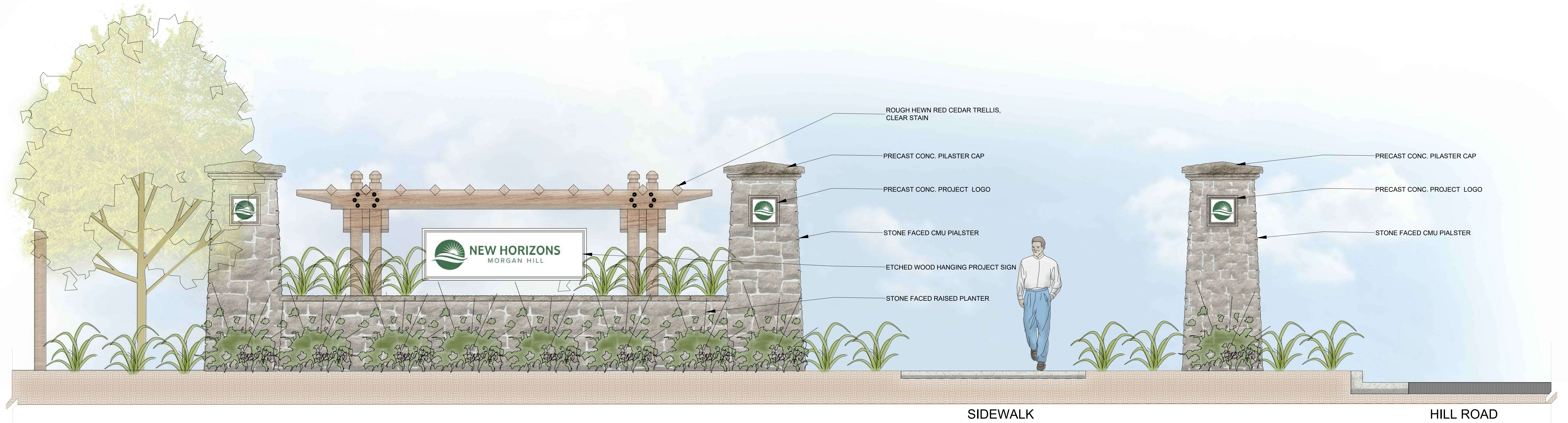
BY MORGAN HILL DEVCO, LLC



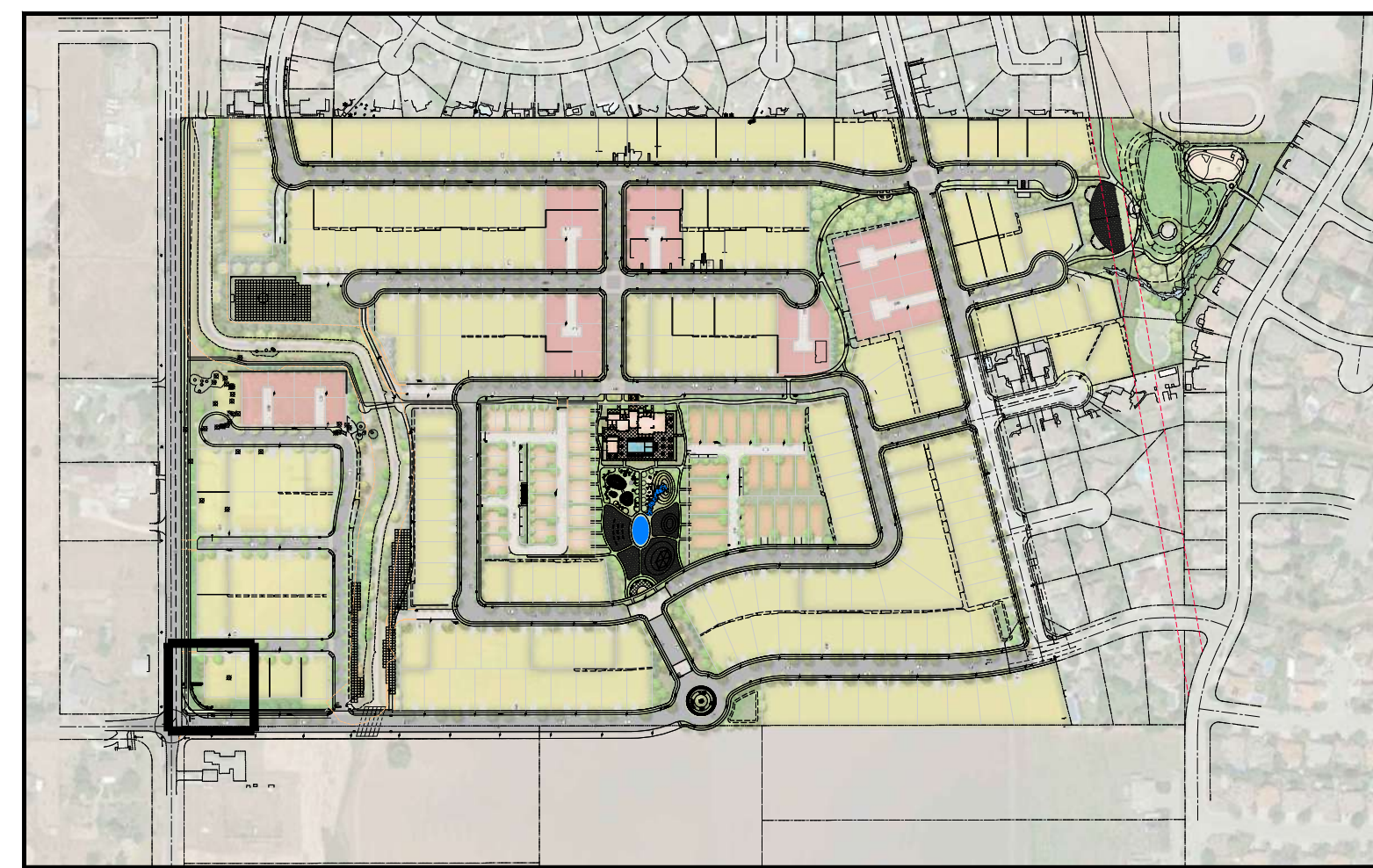
JOB NO. 202013-001
 DATE 3/15/2023
 SCALE AS SHOWN

L-6

ZA2021-0001



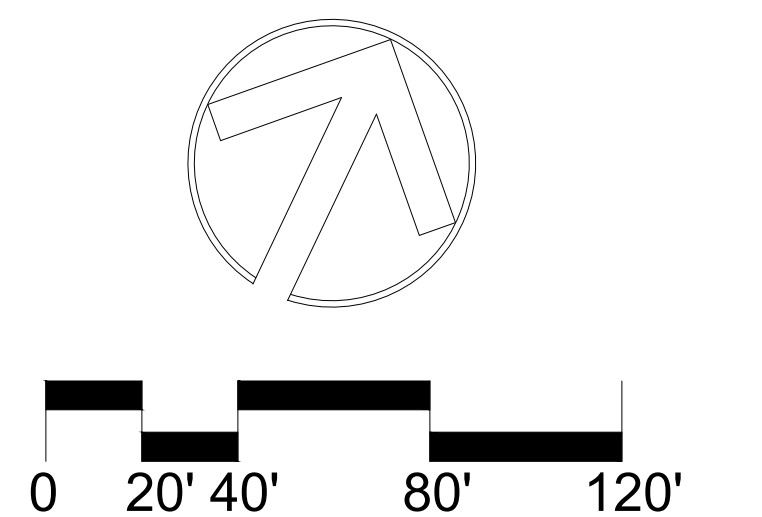
1 ELEVATION: MONUMENT SIGN @ HILL ROAD AND BARRETT AVENUE
SCALE: 1/2" = 1'-0"



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

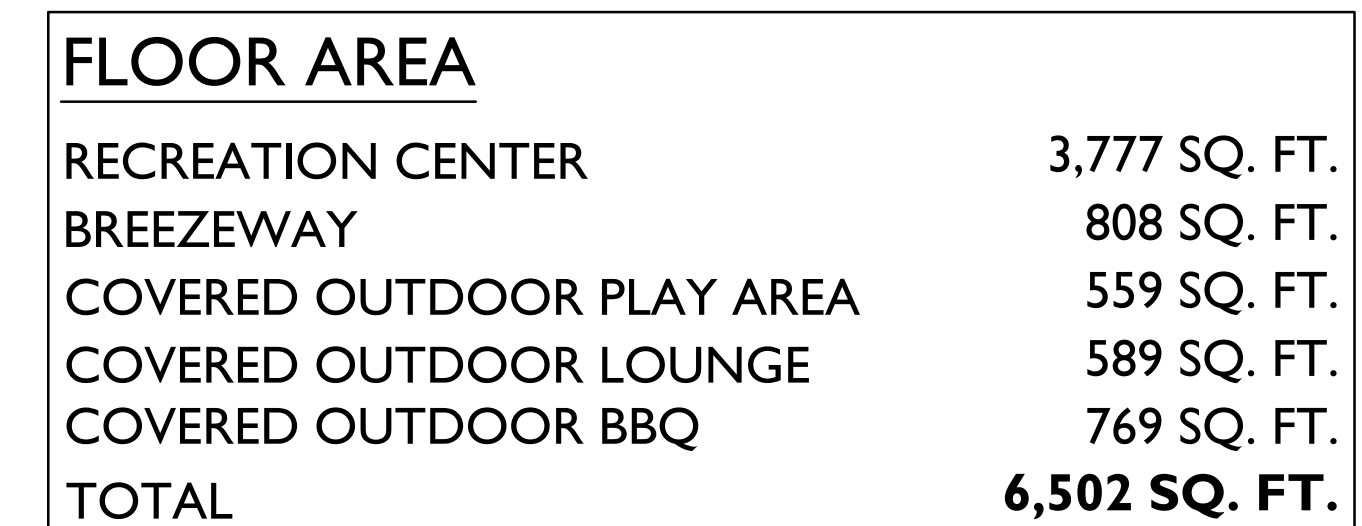
MONUMENT SIGN EXHIBIT



JOB NO. 202013-001
DATE 3/15/2023
SCALE AS SHOWN

L-7

ZA2021-0001



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. WOOF RAFTER TAILS
- J. WOOD BARGE BOARD
- K. WROUGHT IRON DETAILS
- L. CHIMNEY CAP

3 CLUBHOUSE - FIRST FLOOR

SCALE: 1/8" = 1'-0"



2 CLUBHOUSE - SOUTH ELEVATION (POOL SIDE)
SCALE: 1/8" = 1'-0"



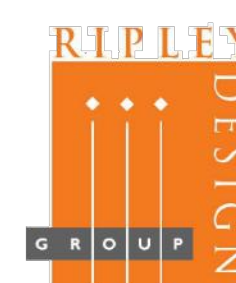
1 CLUBHOUSE - EAST ELEVATION

SCALE: 1/8" = 1'-0"

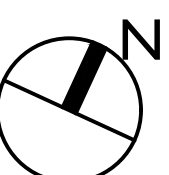
CLUBHOUSE FLOOR PLAN AND ELEVATIONS

NEW HORIZONS AT MORGAN HILL

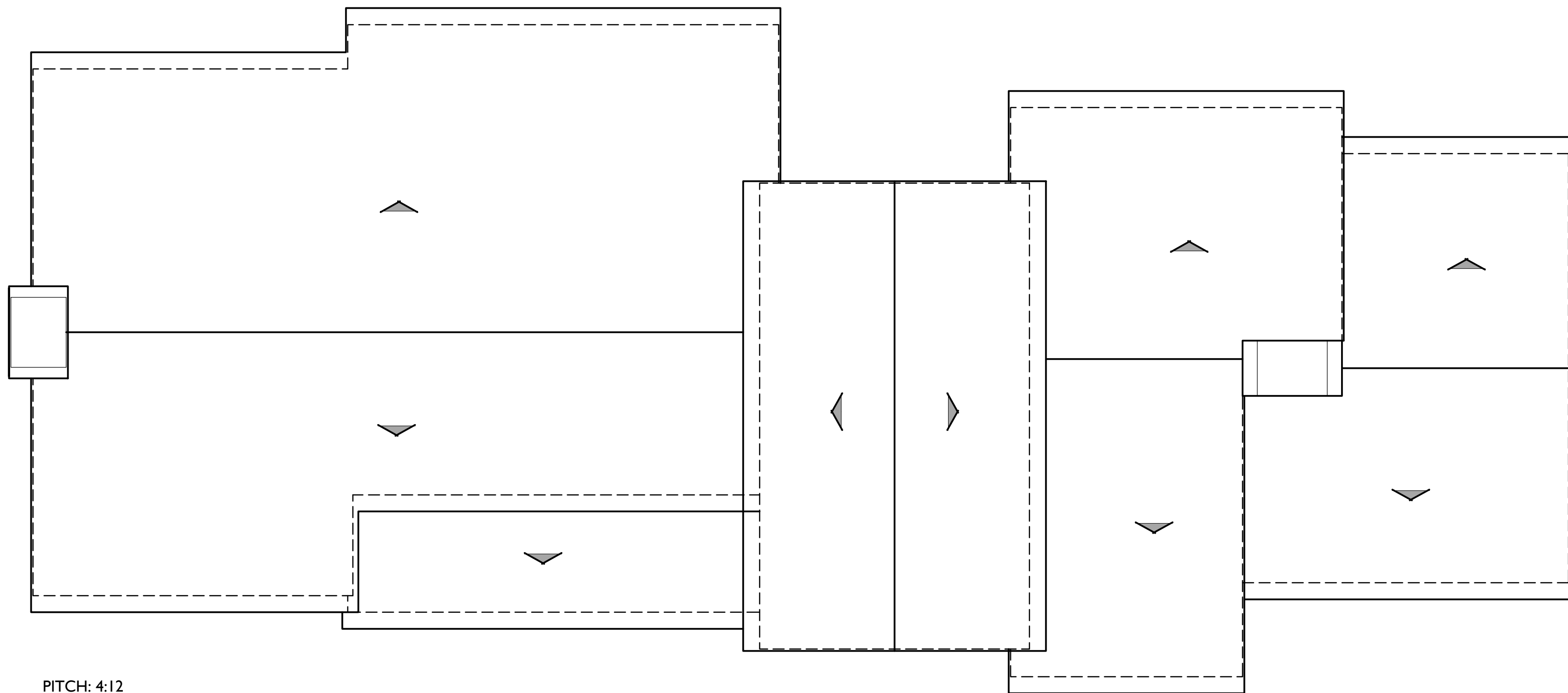
BY MORGAN HILL DEVCO, LLC



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"

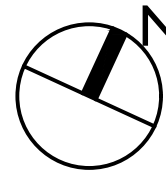
CLUBHOUSE ROOF PLAN AND ELEVATIONS

NEW HORIZONS AT MORGAN HILL

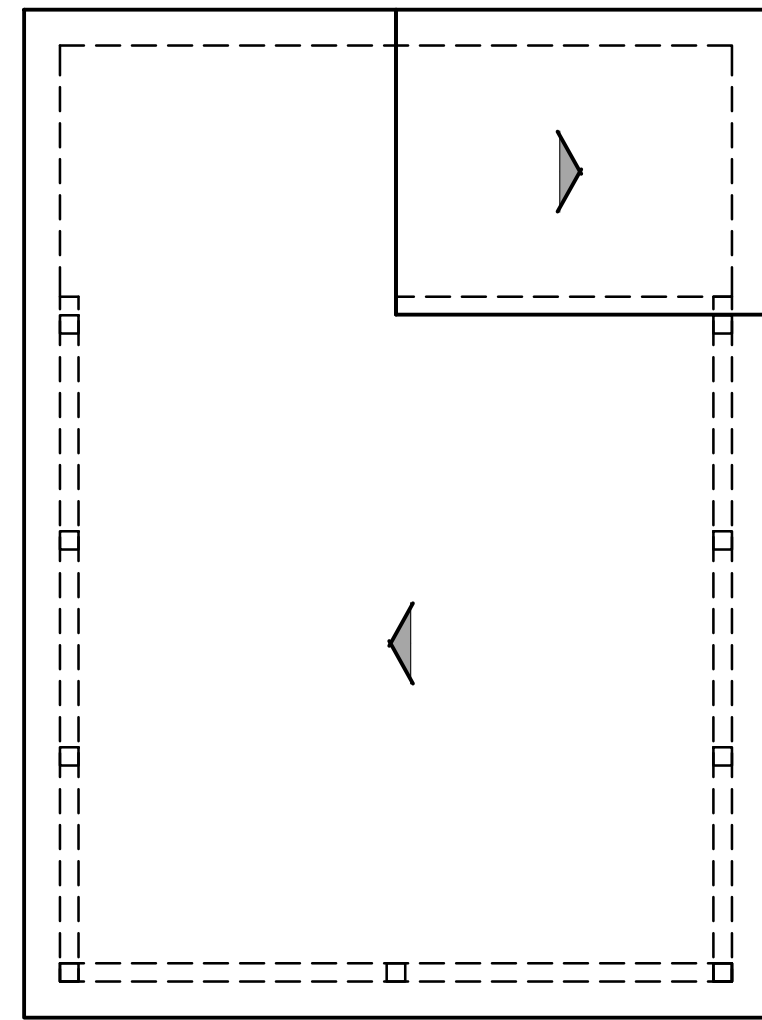
BY MORGAN HILL DEVCO, LLC



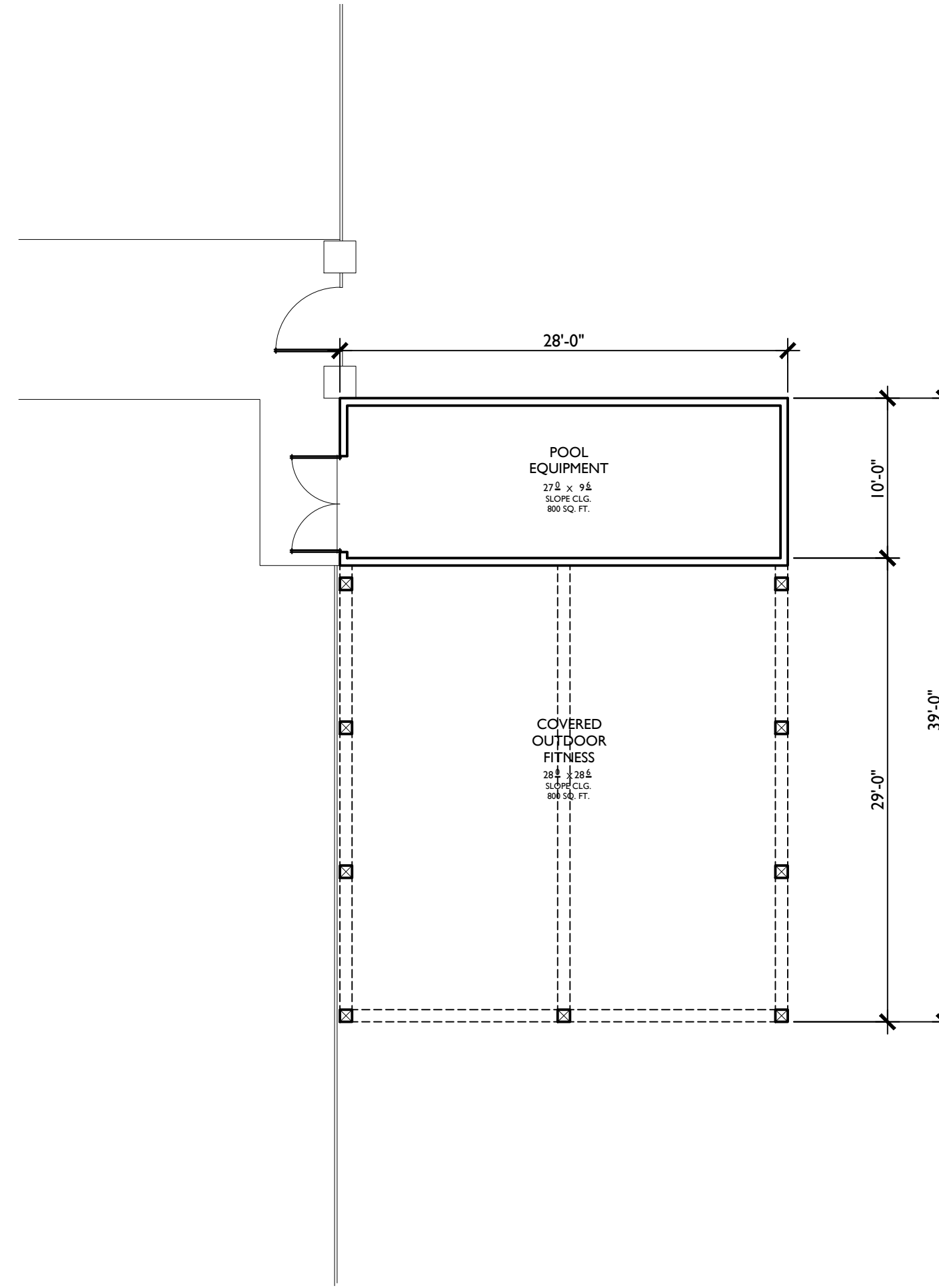
JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN



A4.2



PITCH: 3:12
RAKE: 18"
EAVE: 18"
ROOF MATERIAL: CONCRETE 'S' TILE

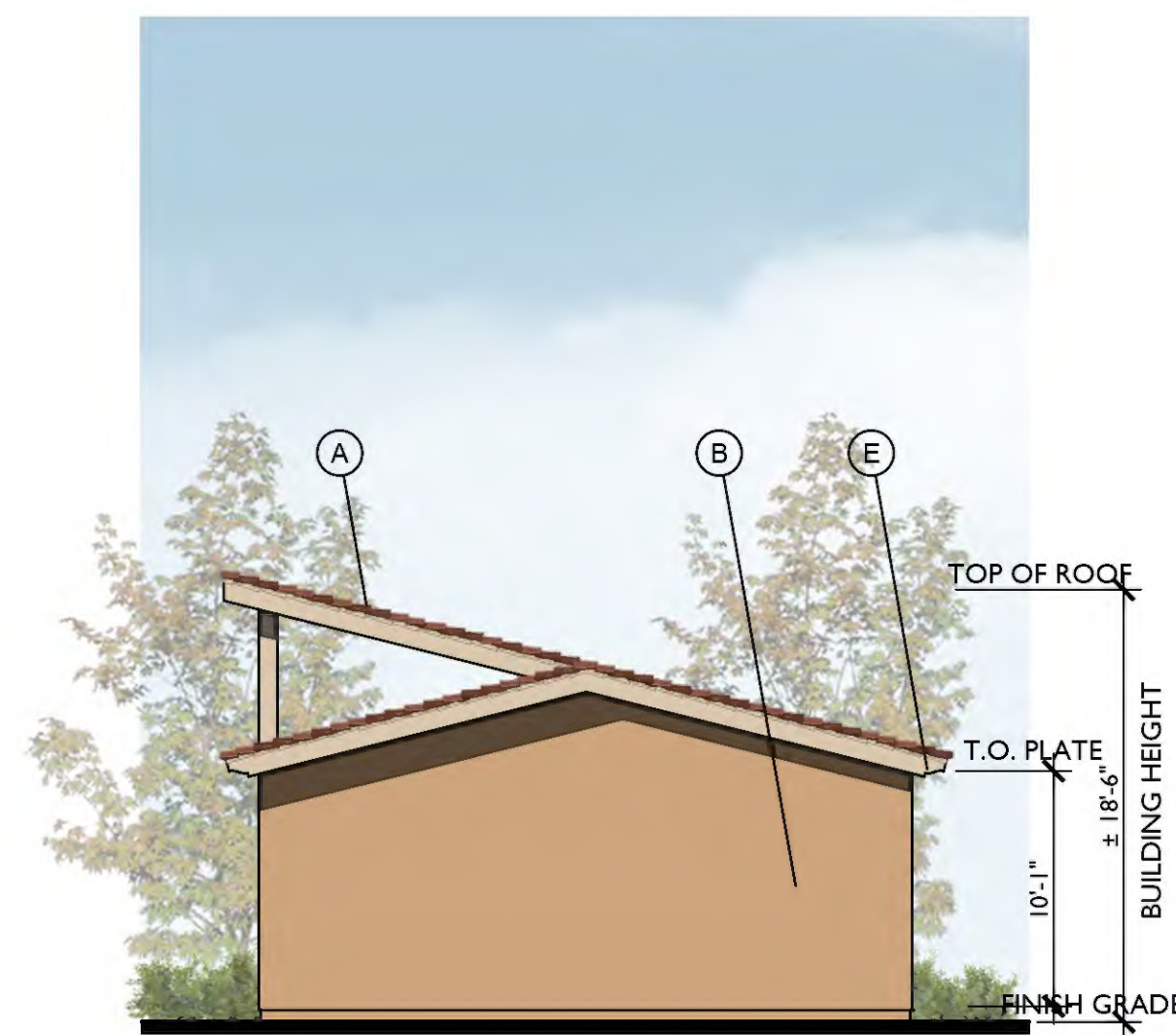


FLOOR AREA	
COVERED OUTDOOR FITNESS	800 SQ. FT.
POOL EQUIPMENT	292 SQ. FT.
TOTAL	1,092 SQ. FT.

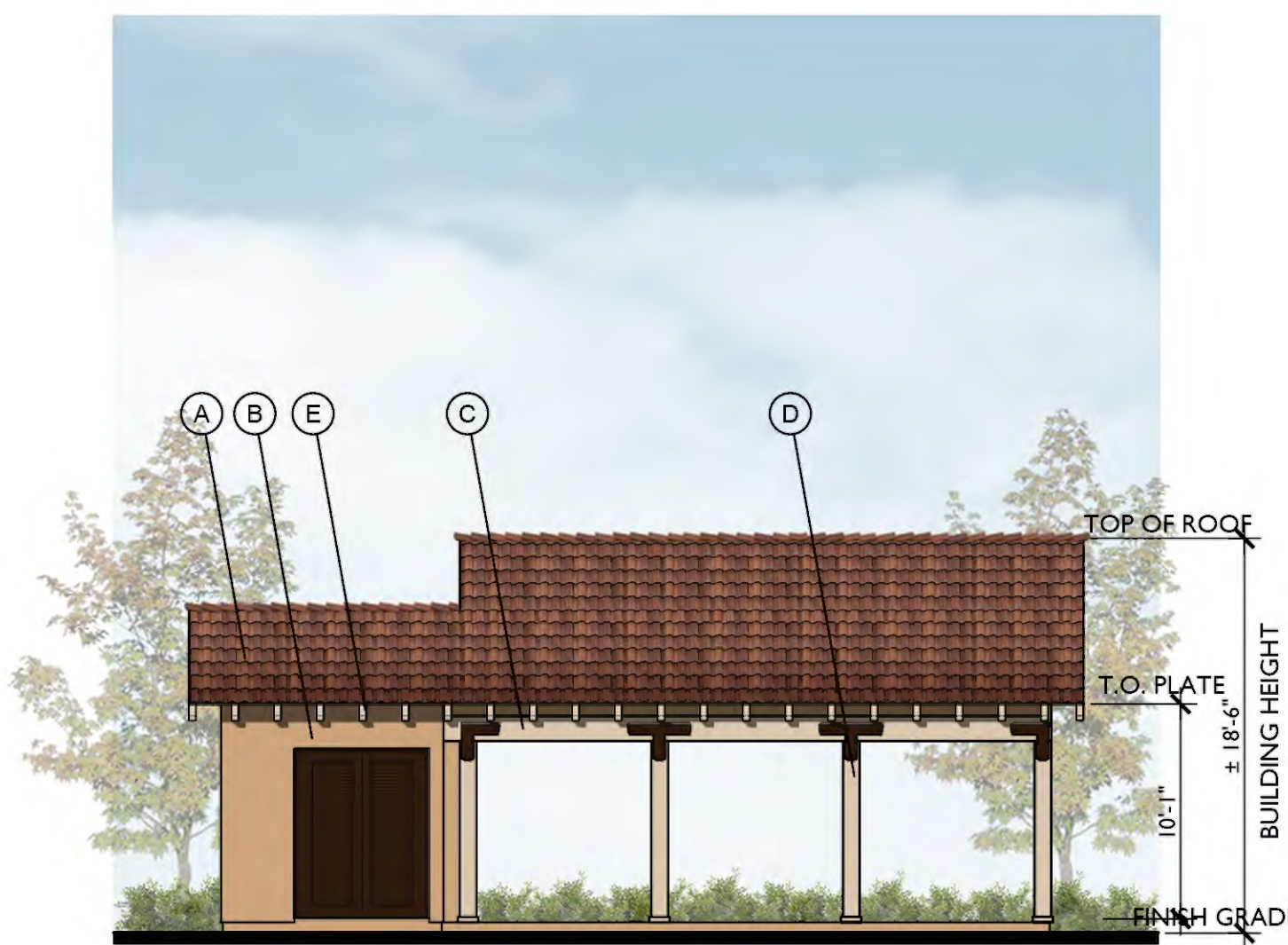
MATERIAL LEGEND	
A.	CONCRETE 'S' TILE
B.	STUCCO FINISH
C.	WOOD BEAM
D.	WOOD POST
E.	RAFTER TAIL

5 OUTDOOR FITNESS - ROOF PLAN & FLOOR PLAN

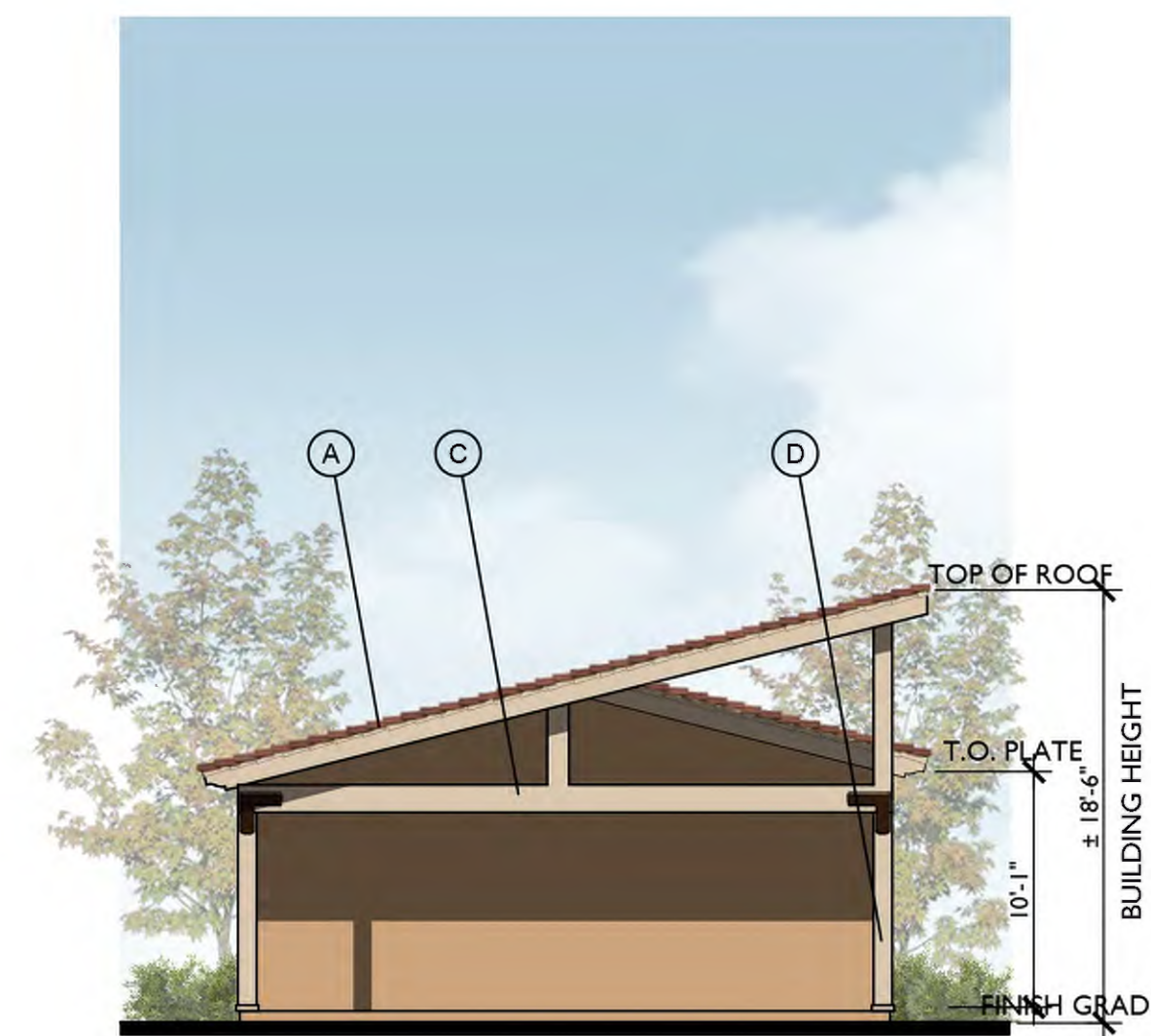
SCALE: 1/8" = 1'-0"



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"

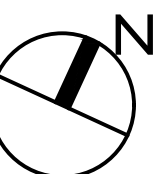
OUTDOOR FITNESS FLOOR PLAN AND ELEVATIONS

NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

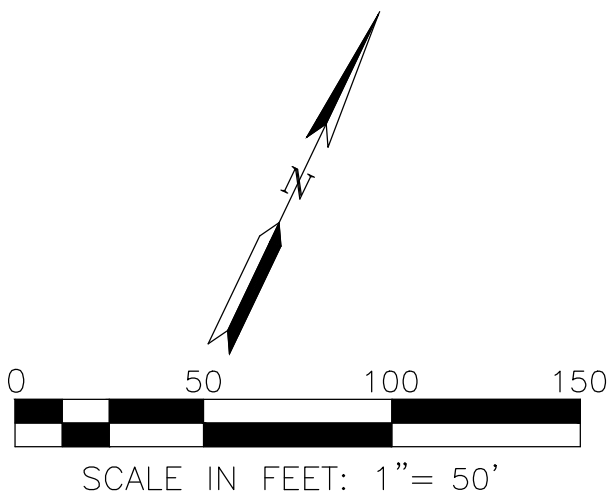
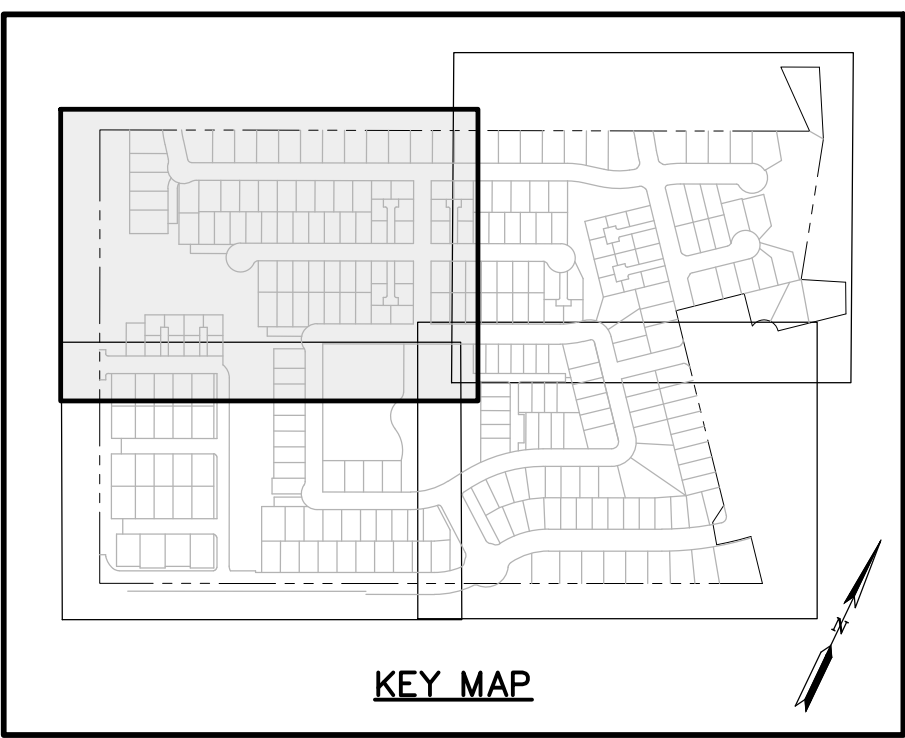
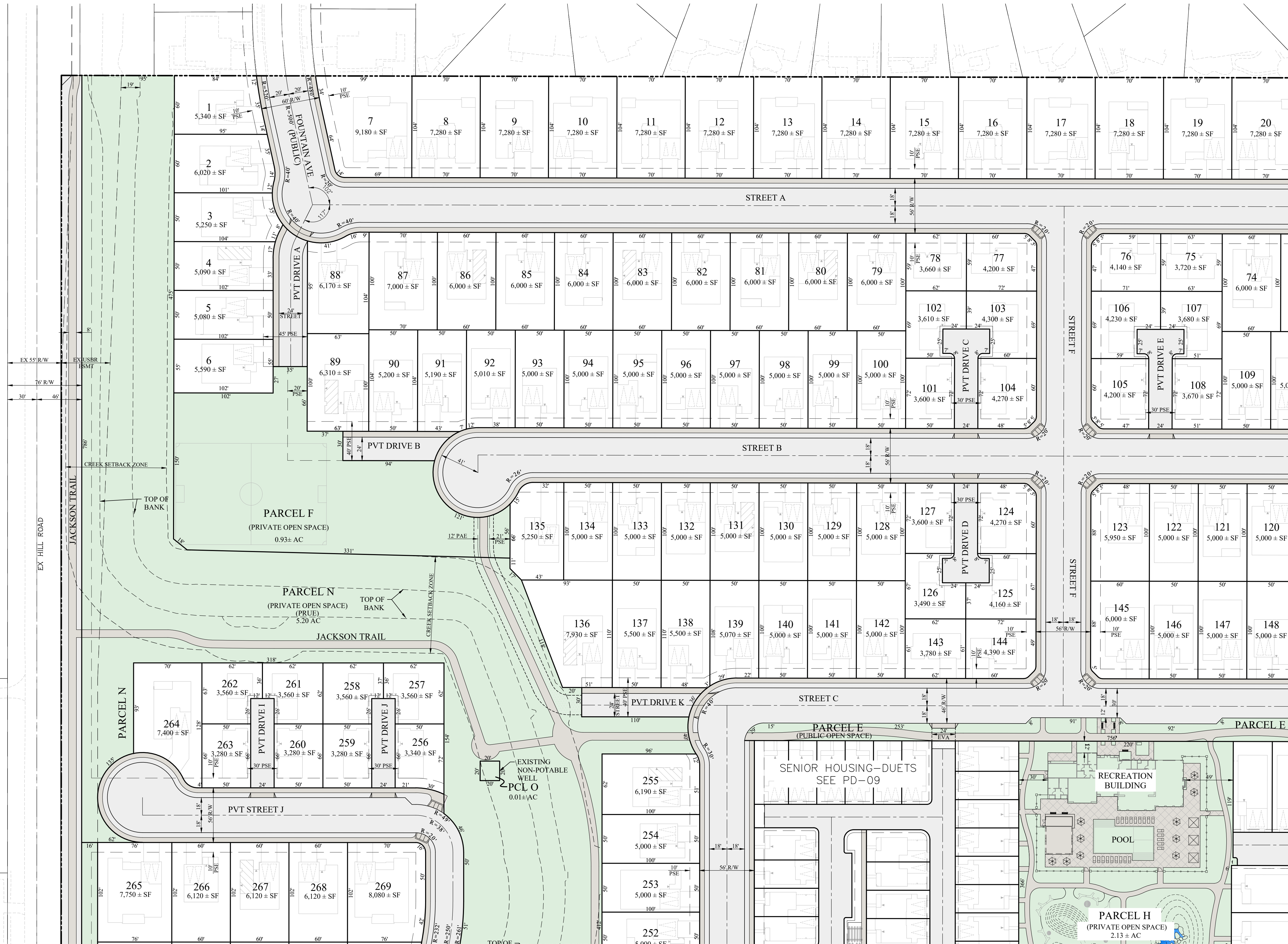


JOB NO. 202013-001
DATE NOV. 2021
SCALE AS SHOWN



A4.3

PLOT DATE: March 22, 2023
FILE PATH: W:\Jobs 20\202013 - New Horizons\Drawings\Prelim\Applications\Planned Development (PD)\9 LOTTING PLAN-PD.dwg



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

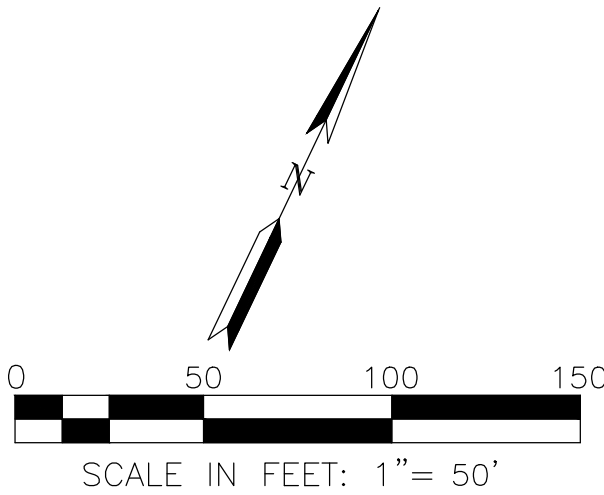
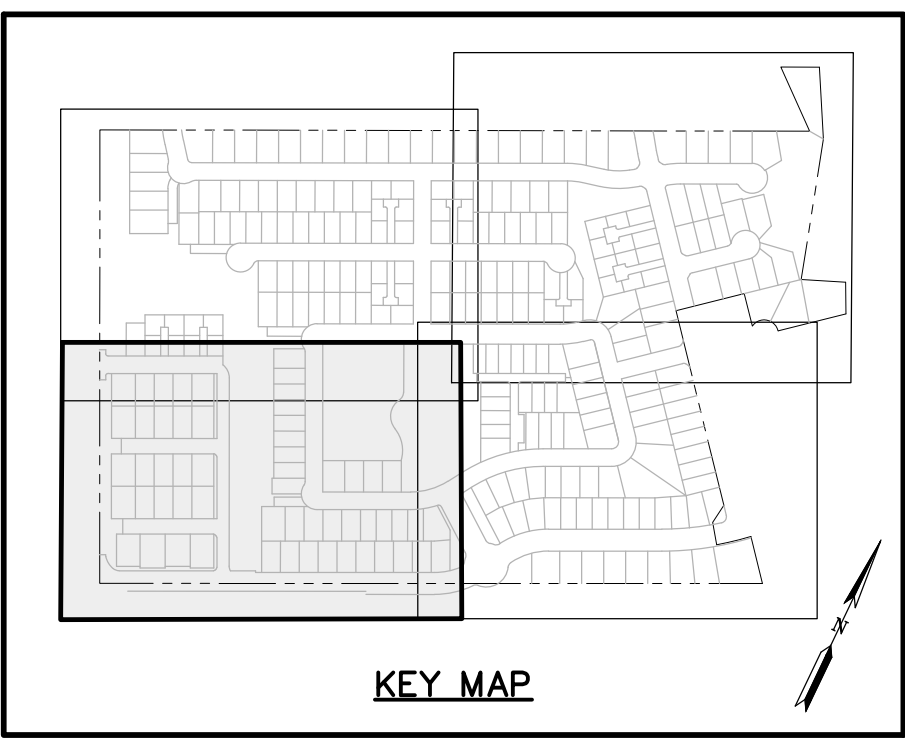


JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

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

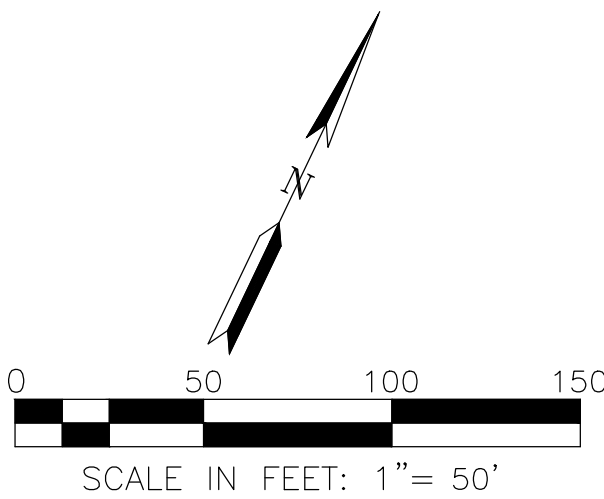
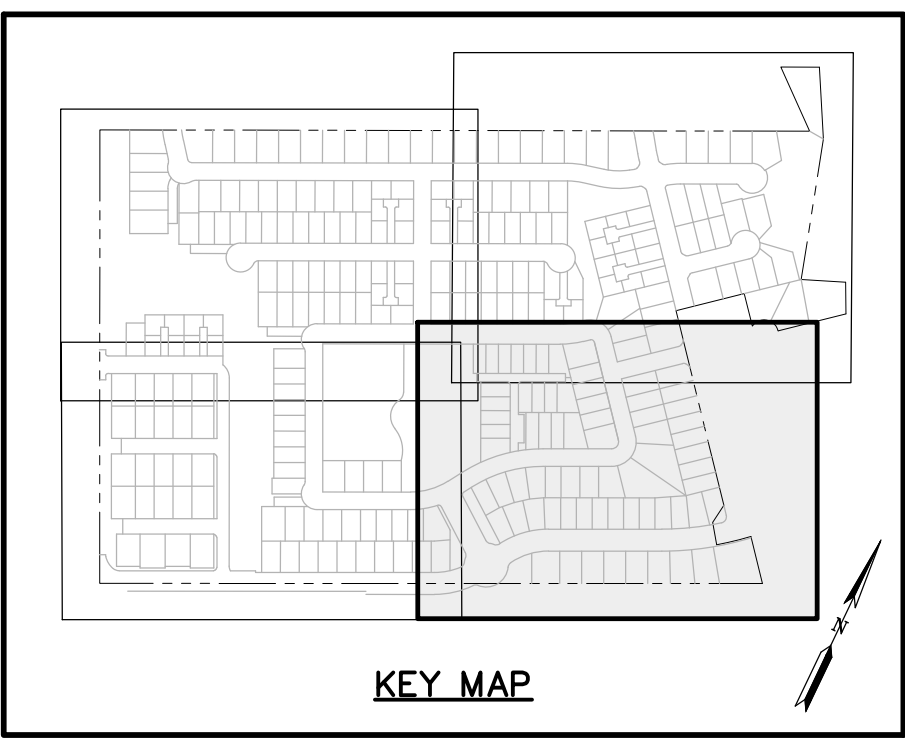
SITE PLAN - SOUTHWEST



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

PD-11

ZA2021-0001



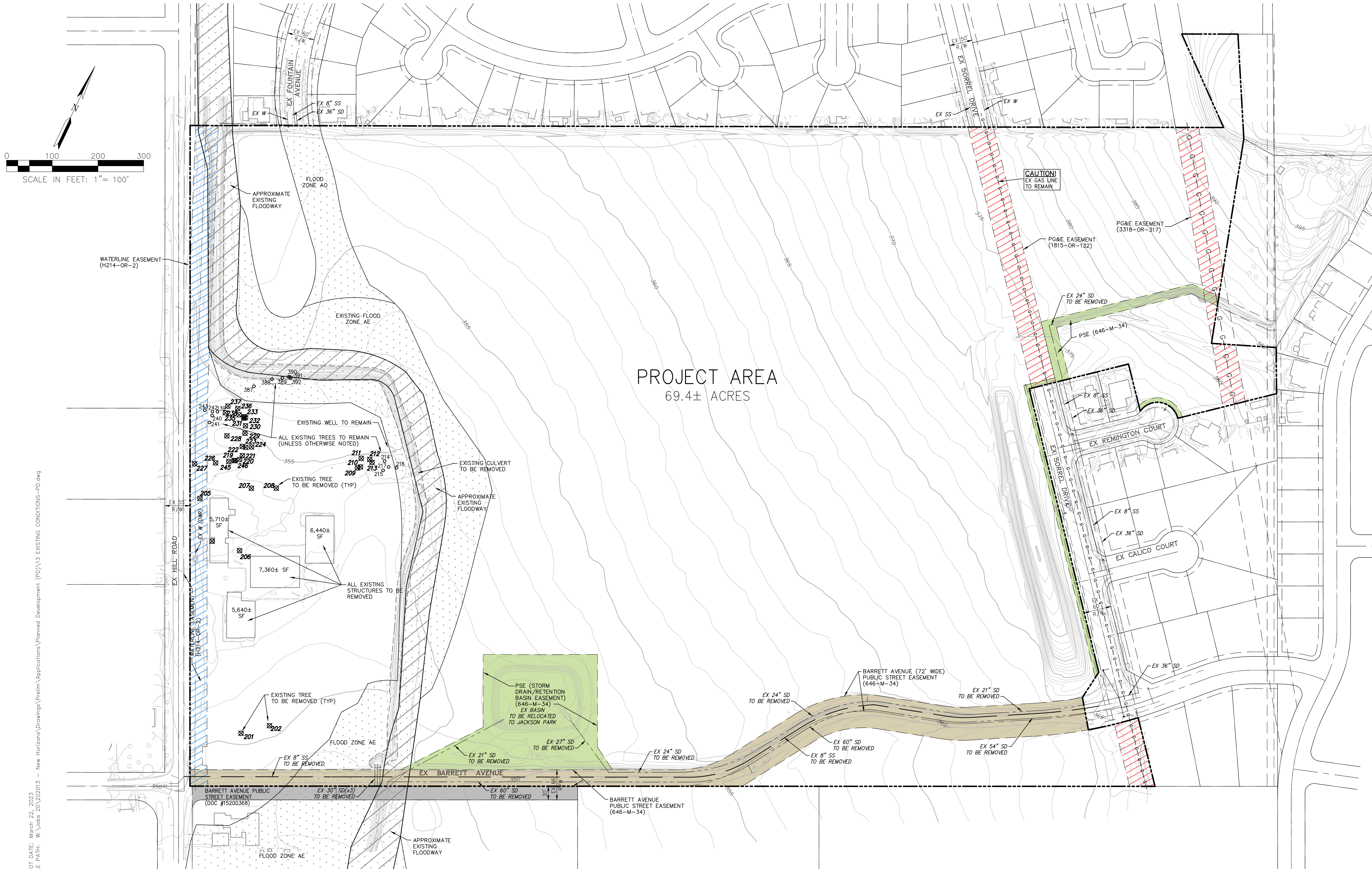
NEW HORIZONS AT MORGAN HILL
BY MORGAN HILL DEVCO, LLC

SITE PLAN - SOUTHEAST



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

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**
- 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.
 - FEMA FLOOD ZONES SHOWN SIZES AND LOCATIONS SHOWN ARE APPROXIMATE.
 - LOCATION OF THE EXISTING DEPARTMENT OF WATER RESOURCE: LINE SHOWN IS APPROXIMATE.

NEW HORIZONS AT MORGAN HILL

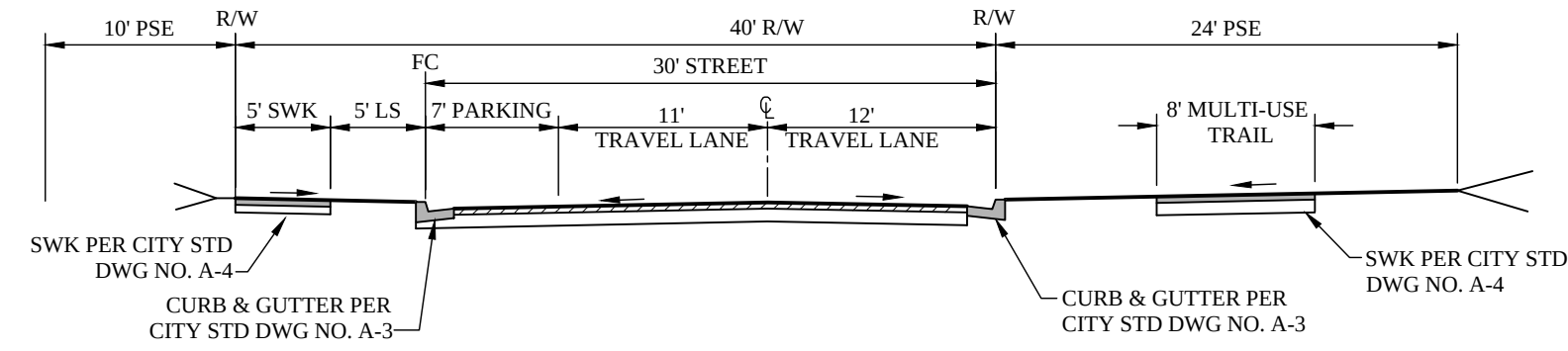
BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

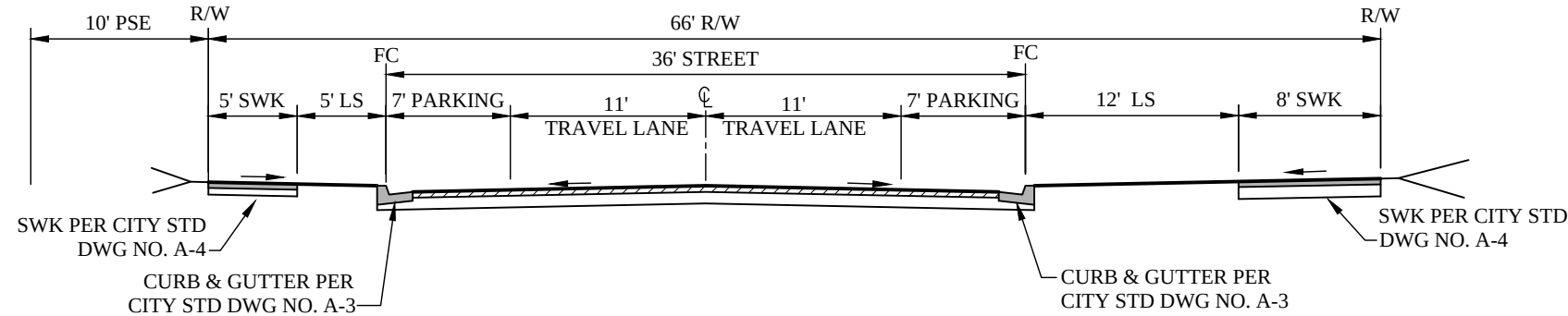
PD-13
ZA2021-0001

PLOT DATE: March 23, 2023
 FILE PATH: W:\Jobs 20\202013 - New Horizons\Drawings\Prelim\Applications\Planned Development (PD)\14- STREET SECTIONS-PD.dwg



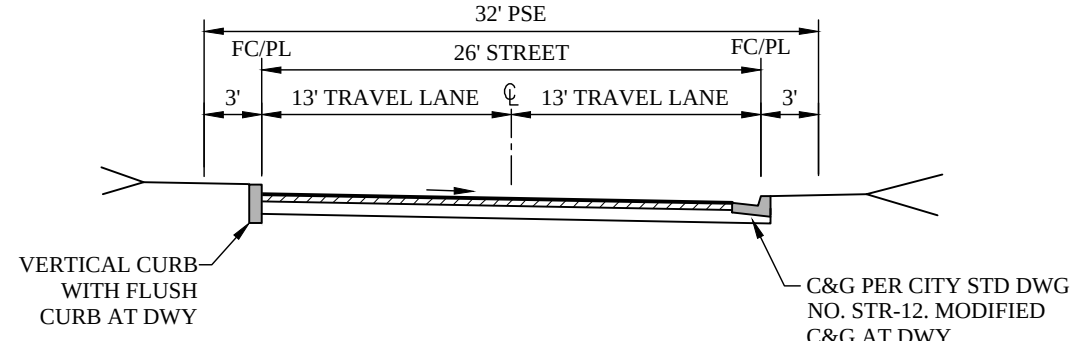
(F) 40' STREET (PUBLIC)
 (PARKING ONE SIDE)
 NO SCALE

STREET C



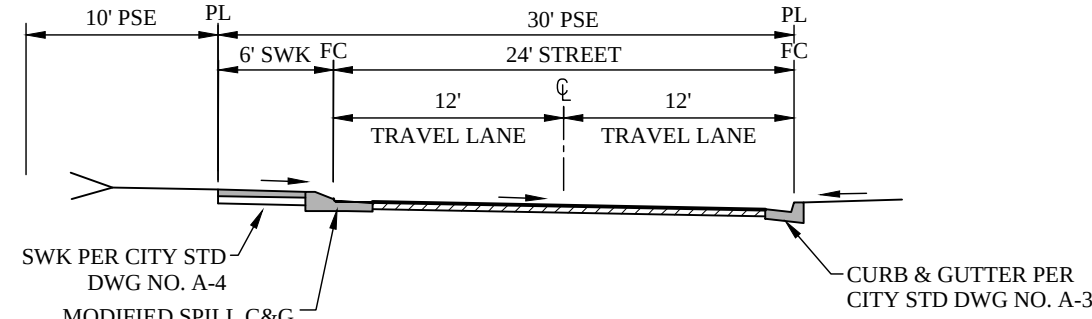
(G) 66' STREET (PUBLIC)
 (PARKING BOTH SIDES)
 NO SCALE

COURT A



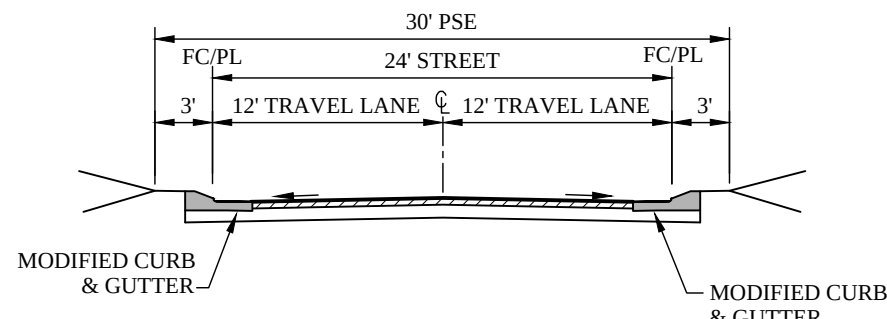
(H) 26' STREET (PRIVATE)
 (NO PARKING)
 NO SCALE

PRIVATE DRIVE M, Q, & R



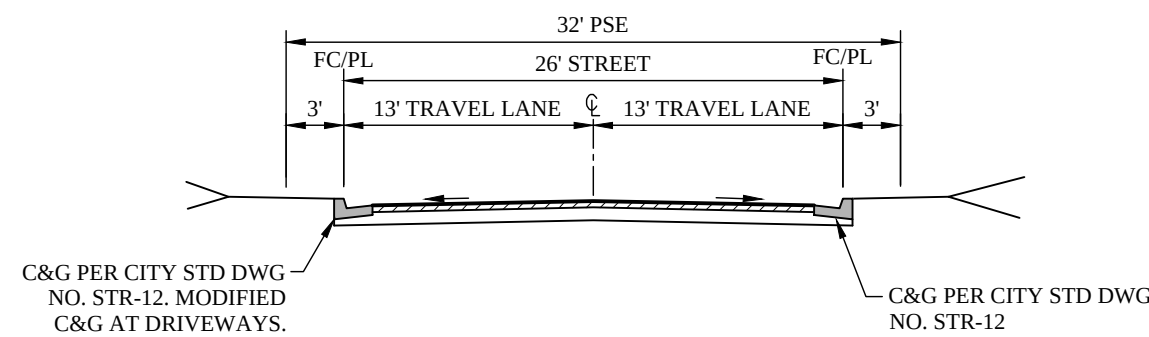
(I) 24' STREET (PRIVATE)
 NO SCALE

PRIVATE DRIVE B & K



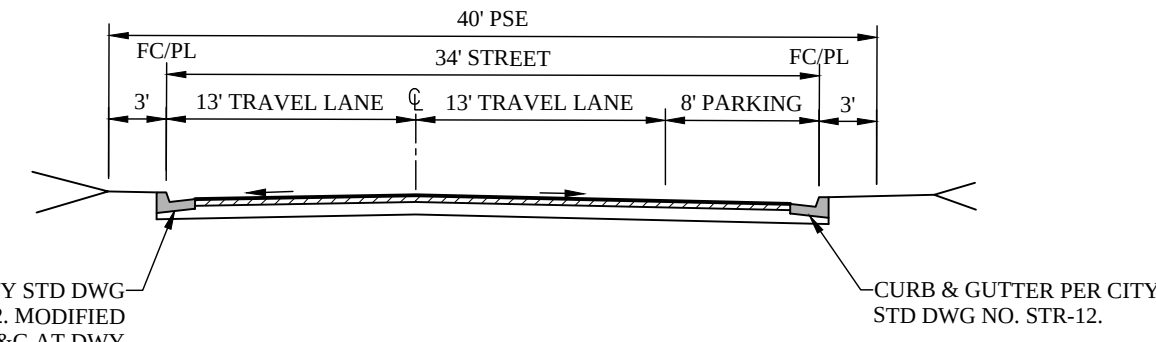
(J) 24' STREET (PRIVATE)
 (NO PARKING)
 NO SCALE

PRIVATE DRIVES C THROUGH J



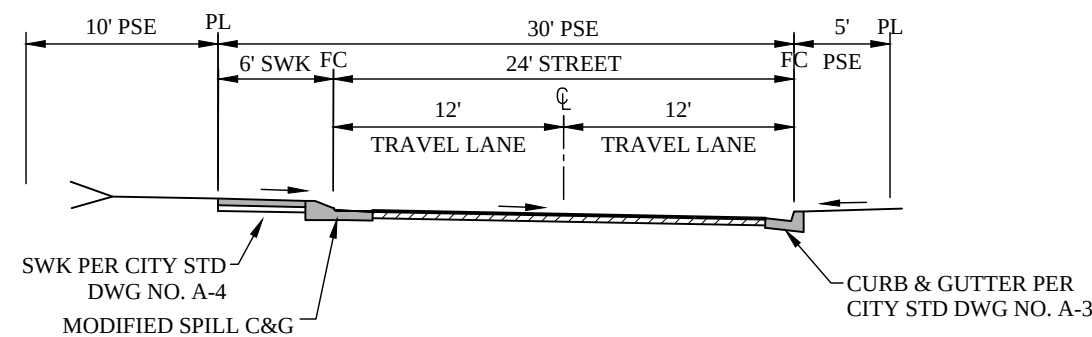
(K) 26' STREET (PRIVATE)
 (NO PARKING)
 NO SCALE

PRIVATE DRIVE N THROUGH P



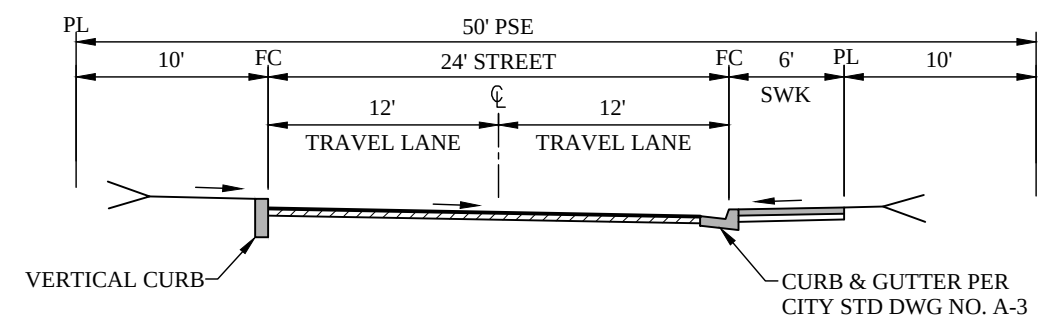
(L) 34' STREET (PRIVATE)
 (PARALLEL PARKING ONE SIDE)
 NO SCALE

PRIVATE DRIVE N & P



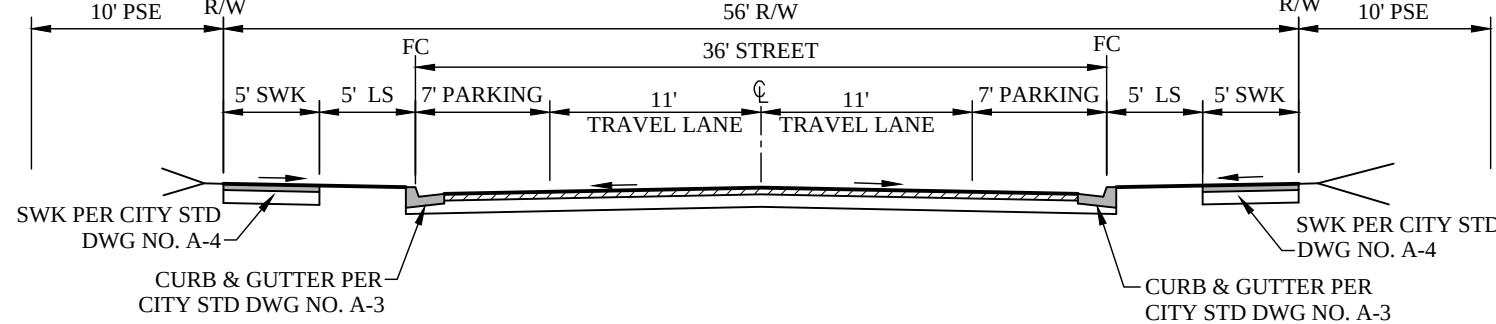
(M) 24' STREET (PRIVATE)
 NO SCALE

PRIVATE DRIVE A



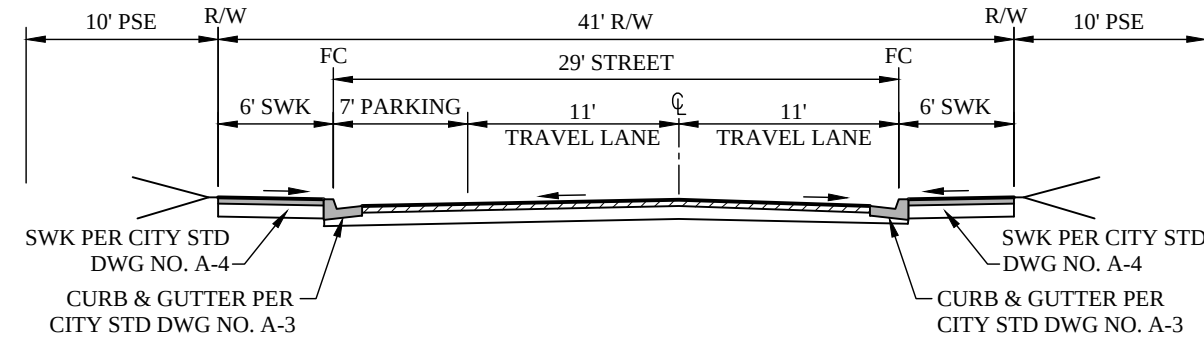
(N) 24' STREET (PRIVATE)
 NO SCALE

PRIVATE DRIVE L



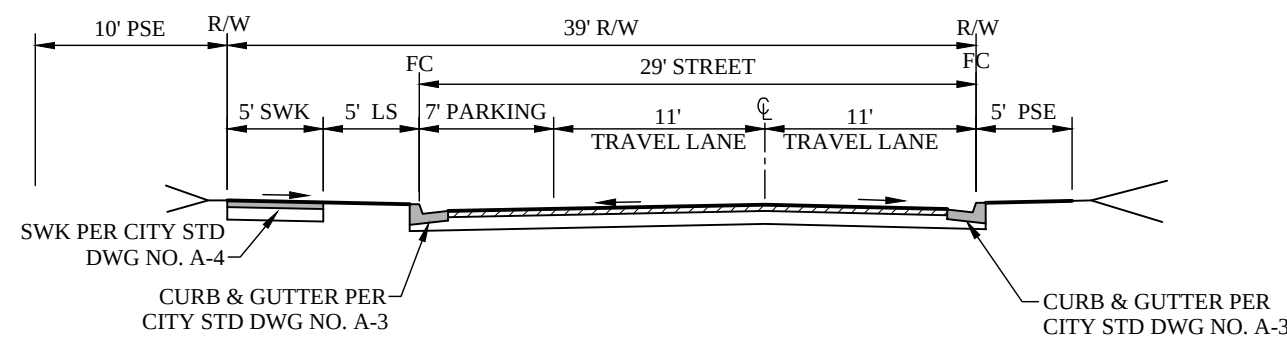
(A) 56' STREET (PUBLIC)
 (PARKING BOTH SIDES)
 NO SCALE

STREETS A THROUGH H
PRIVATE STREET J



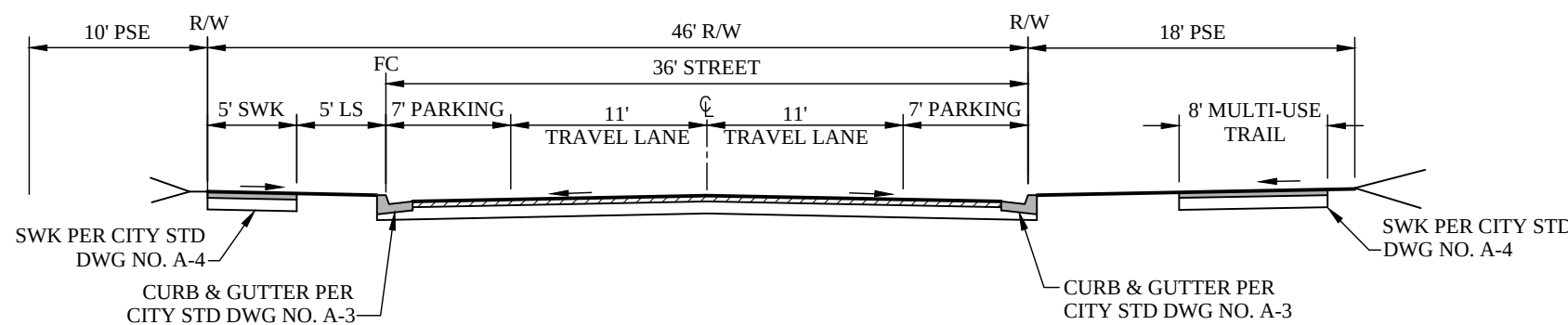
(C) 49' STREET (PRIVATE)
 (PARKING ONE SIDE)
 NO SCALE

PRIVATE STREET K
PRIVATE STREET L



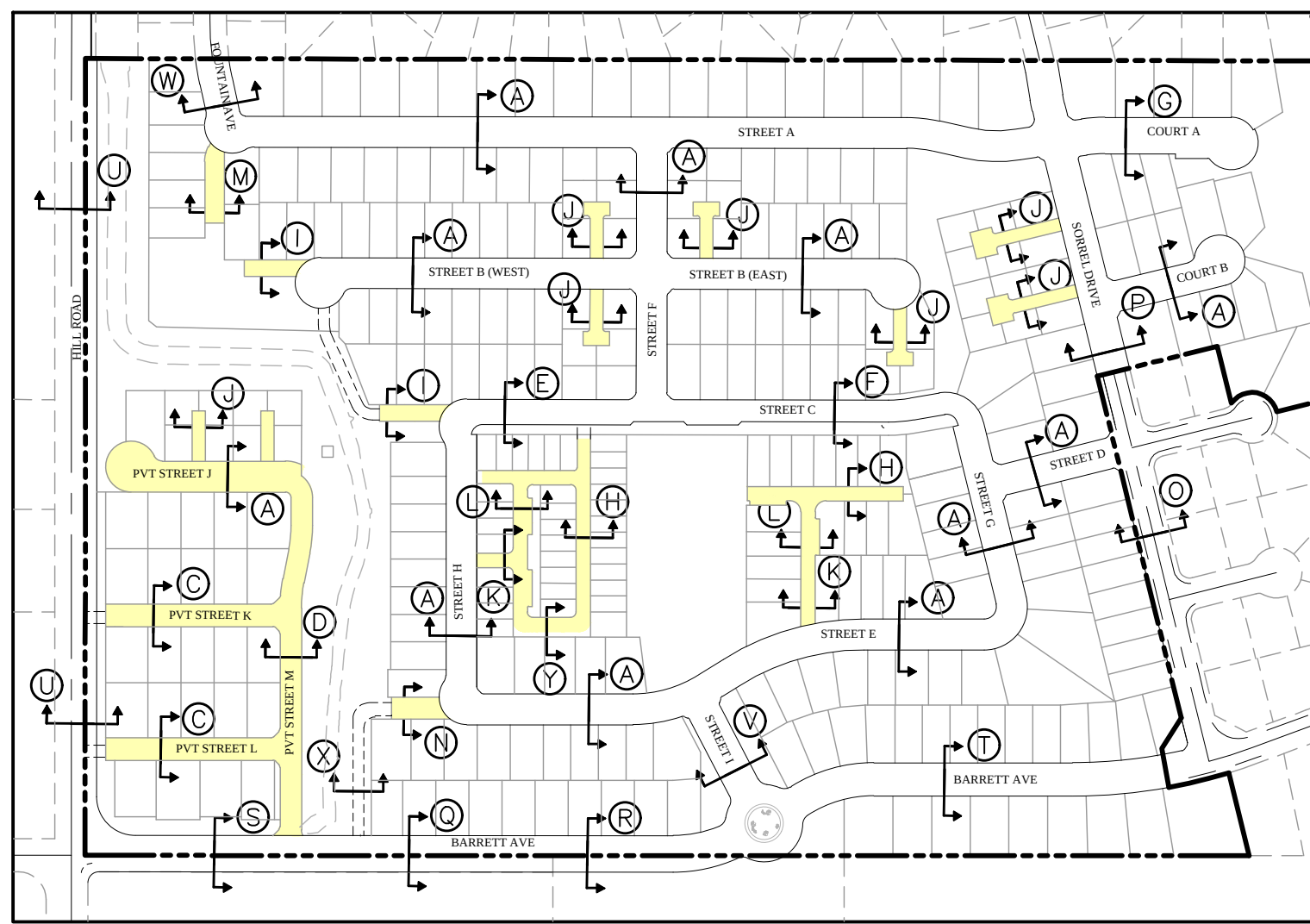
(D) 39' STREET (PRIVATE)
 (PARKING ONE SIDE)
 NO SCALE

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

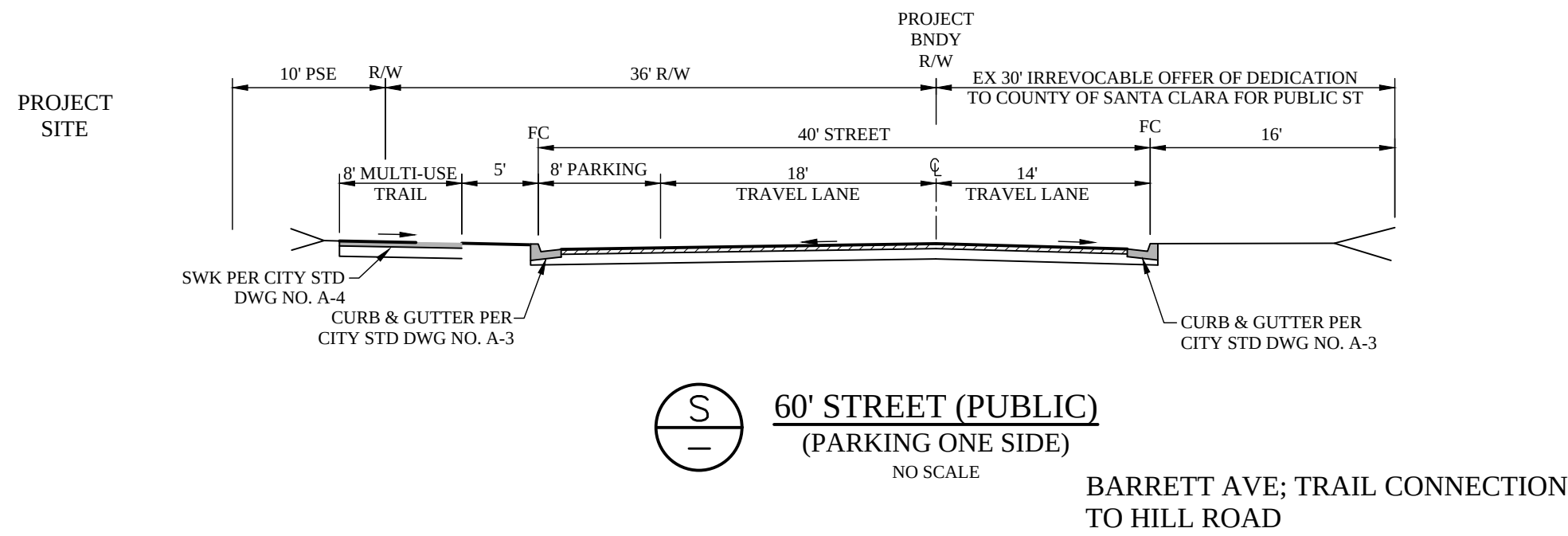
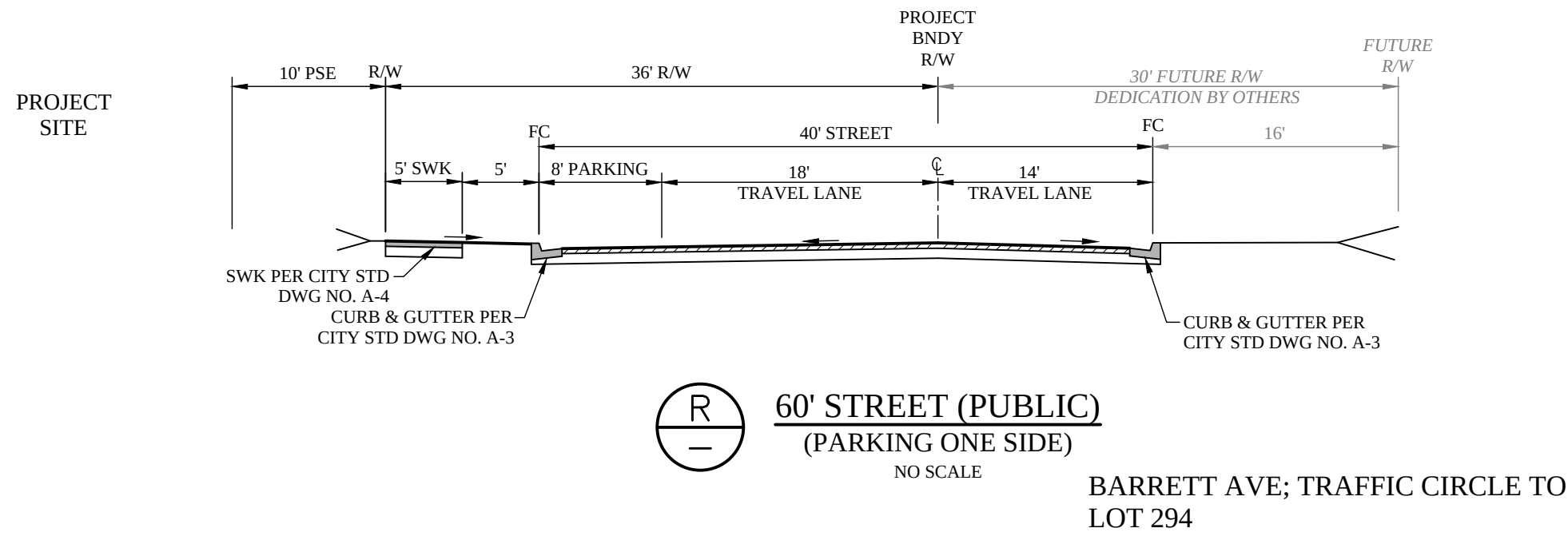
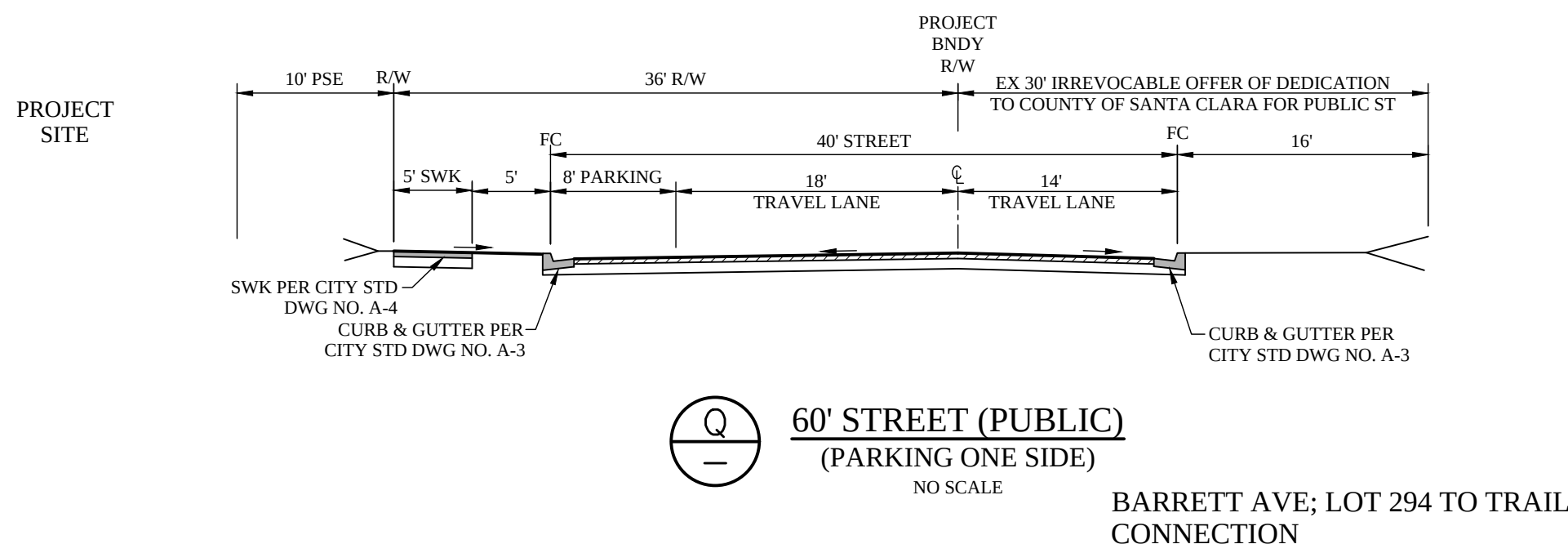
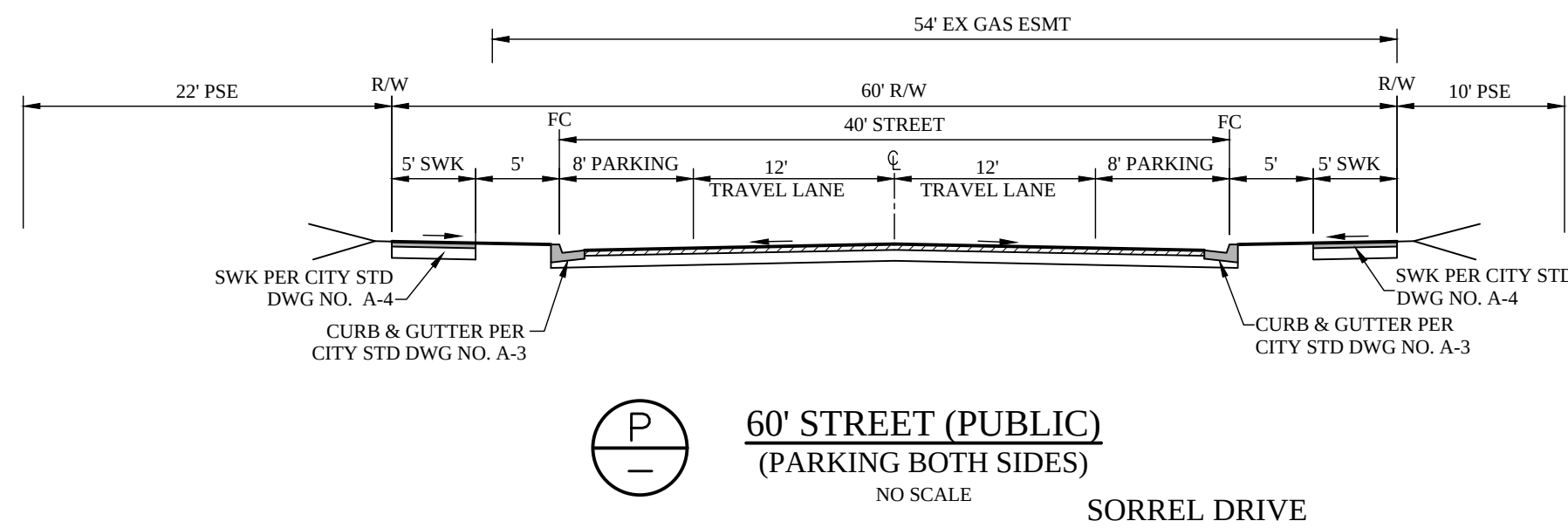
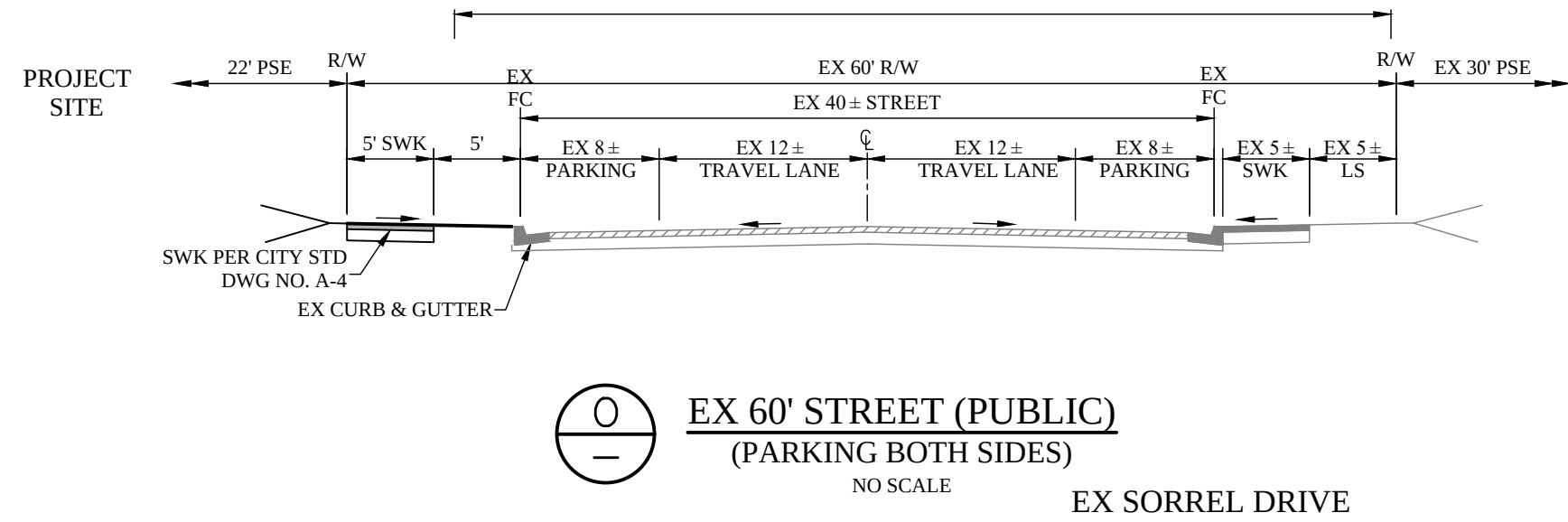
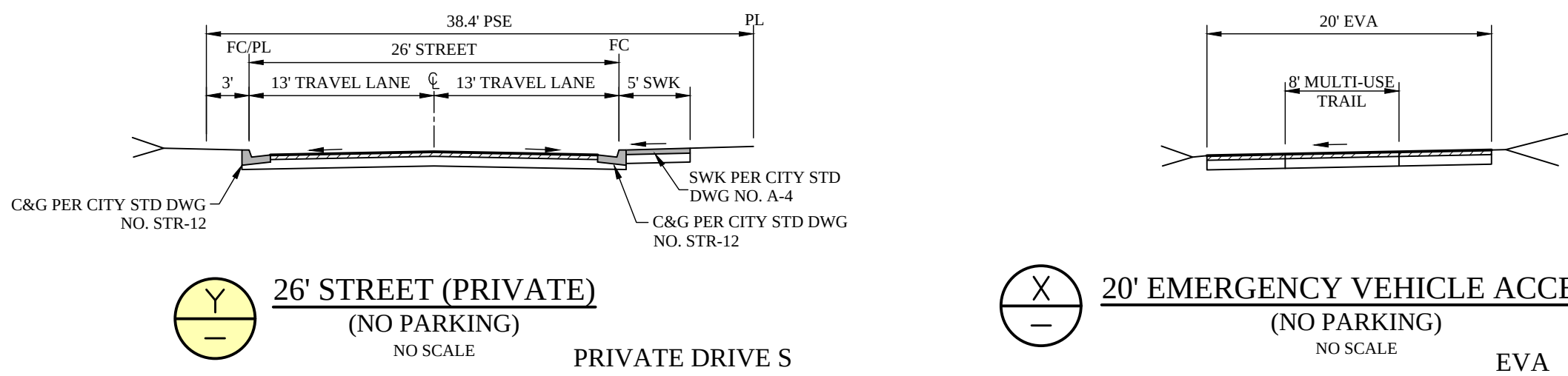
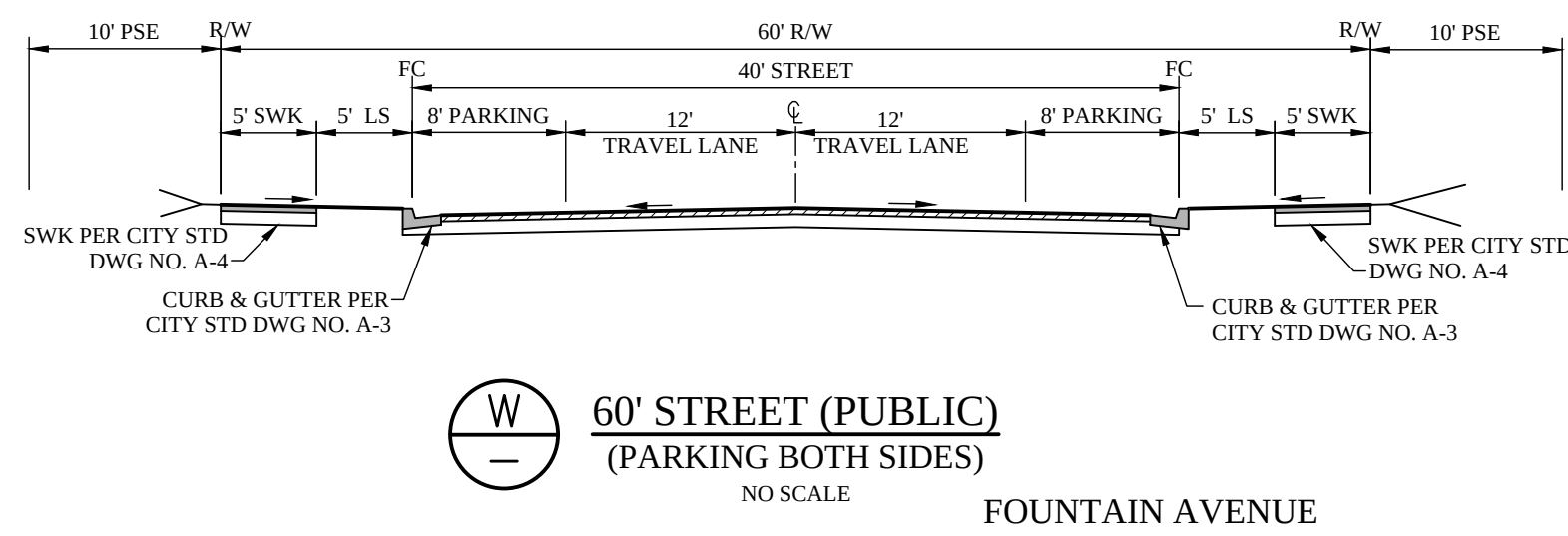
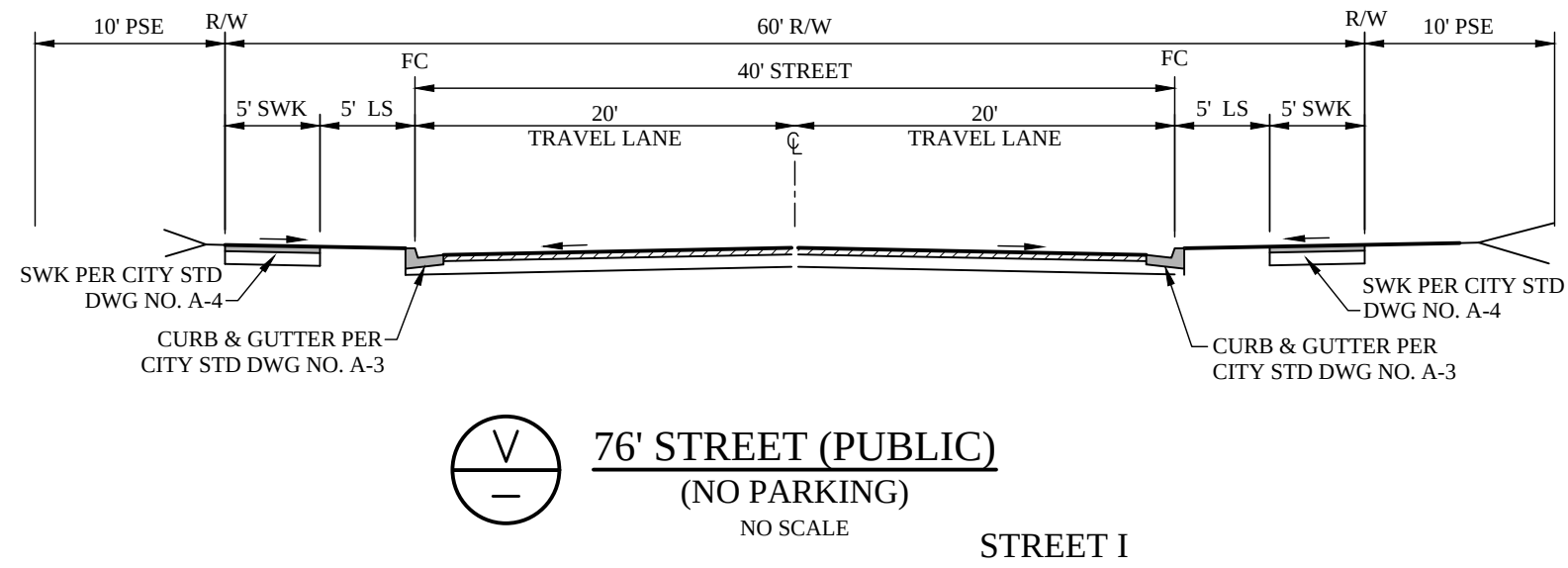
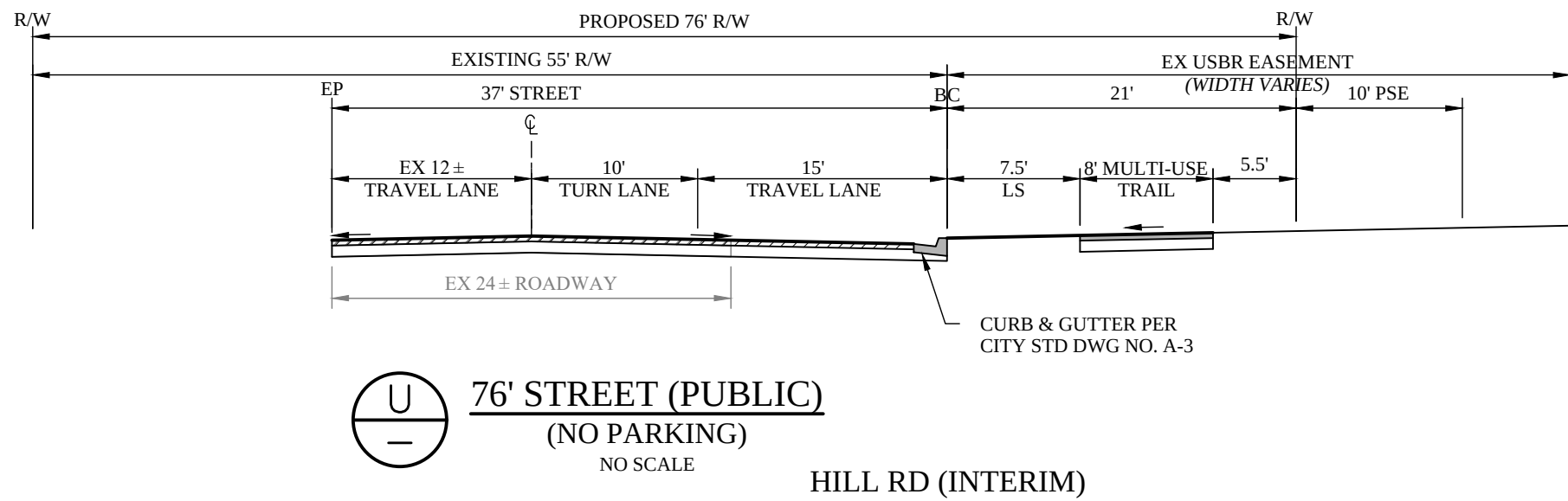
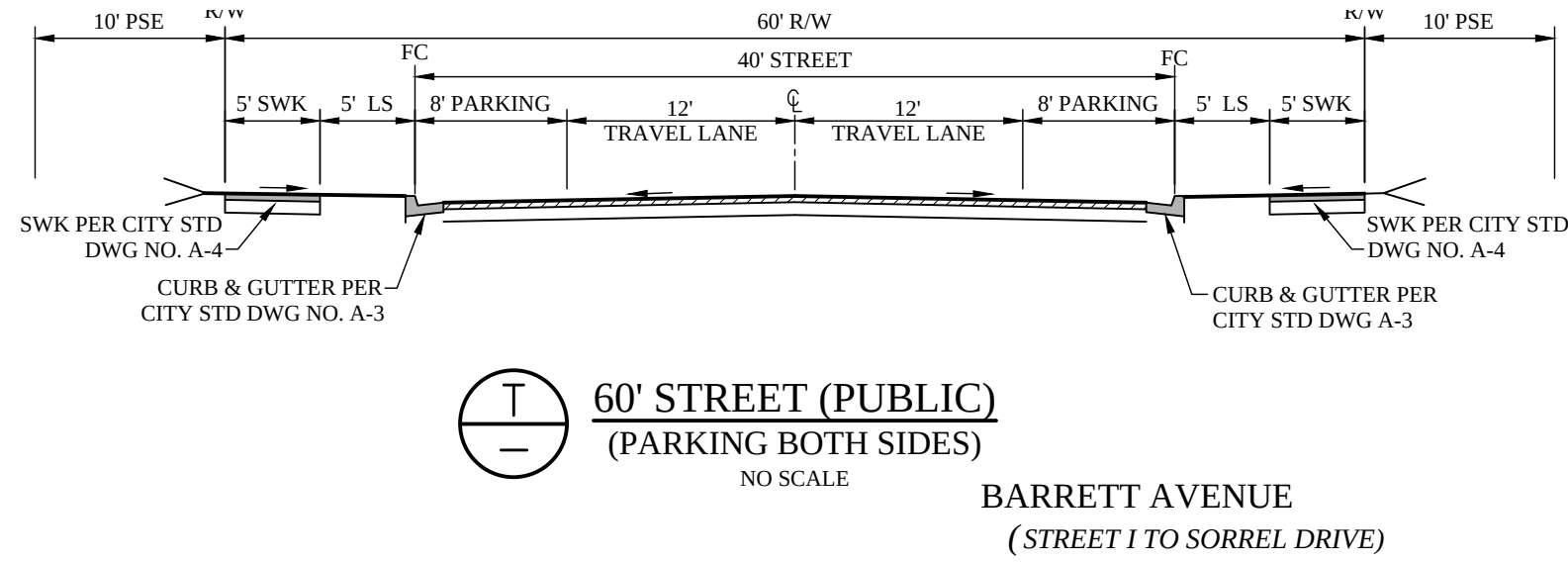


JOB NO. 202013-001
 DATE 3/24/2023
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PD-14

ZA2021-0001

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NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

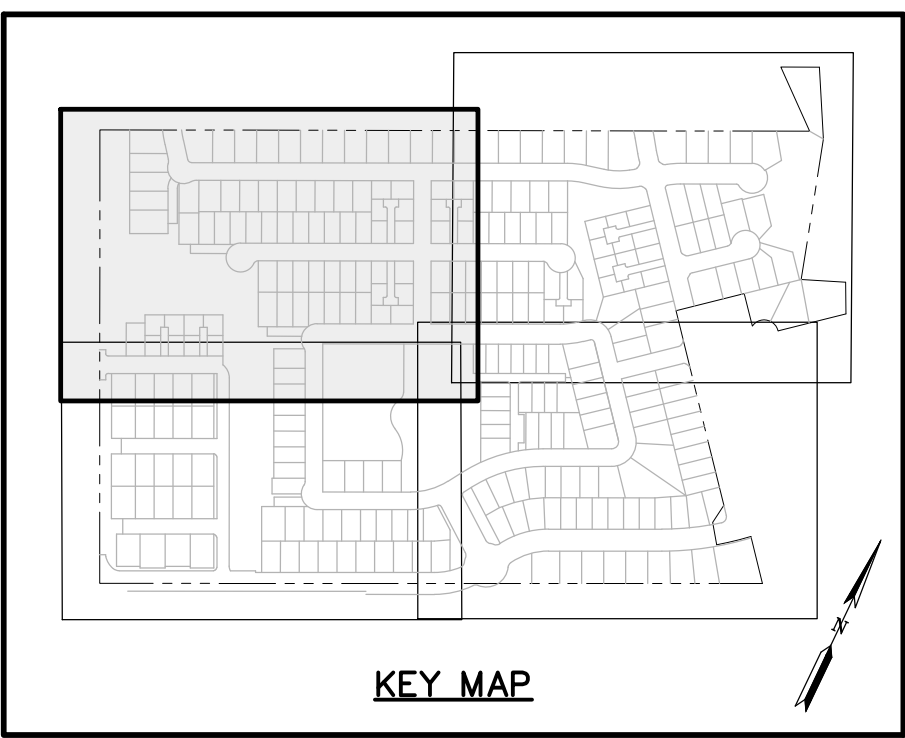


JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

PD-15

ZA2021-0001

PLOT DATE: March 23, 2023
FILE PATH: W:\Jobs\20\202013 - New Horizons\Drawings\Prelim\Applications\Planned Development (PD)\16 PRELIMINARY GRADING PLAN-PD.dwg

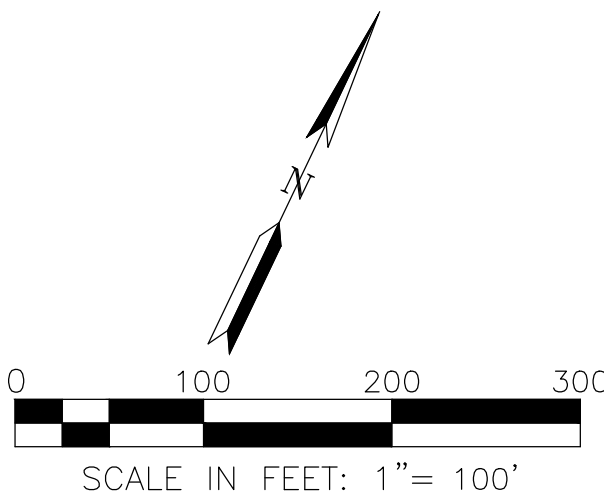


GRADING NOTES

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 |
| --- | 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

PRELIMINARY GRADING - NORTHWEST



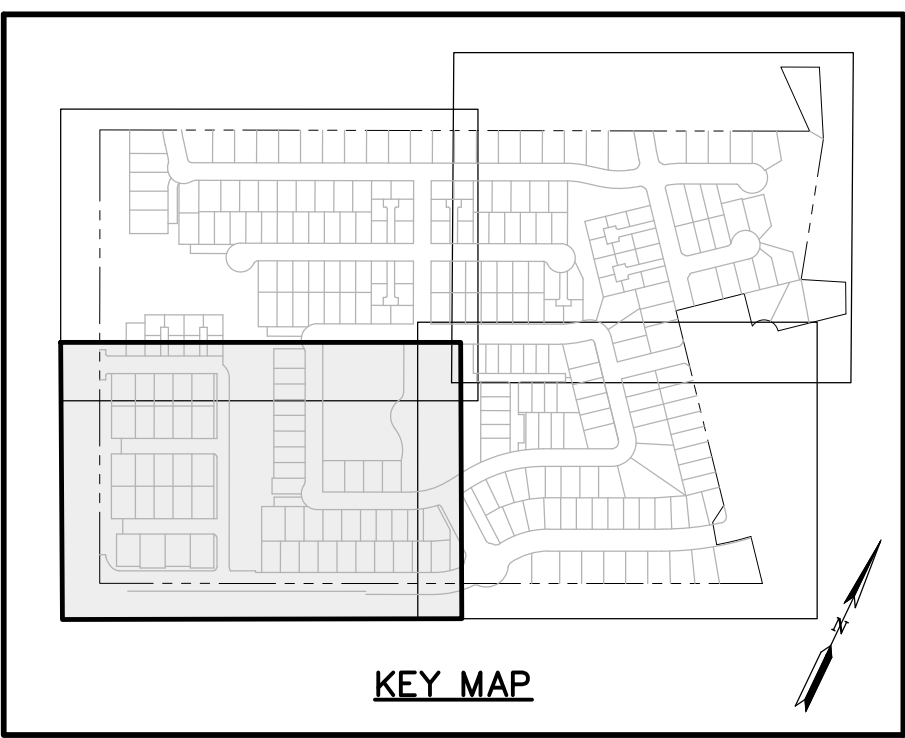
JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

PD-16

ZA2021-0001



PLOT DATE: March 23, 2023
FILE PATH: W:\Jobs 20\202013 - New Horizons\Drawings\Prelim\Applications\Planned Development (PD)\18 PRELIMINARY GRADING PLAN-PD.dwg

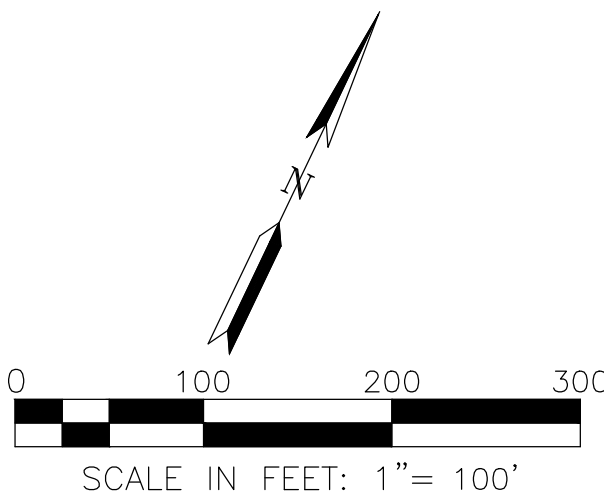


GRADING NOTES

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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 |
| | ANTICIPATED STREET SLOPE |
| | EMERGENCY OVERLAND RELEASE |
| | APPROXIMATE LIMITS OF MASS/ROUGH GRADING |
| | EXISTING CONTOUR |
| | PROPOSED MINOR CONTOUR |
| | PROPOSED MAJOR CONTOUR |
| | TREE TO SAVE (PROTECT IN PLACE) |
| | TREE TO BE REMOVED |



NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC

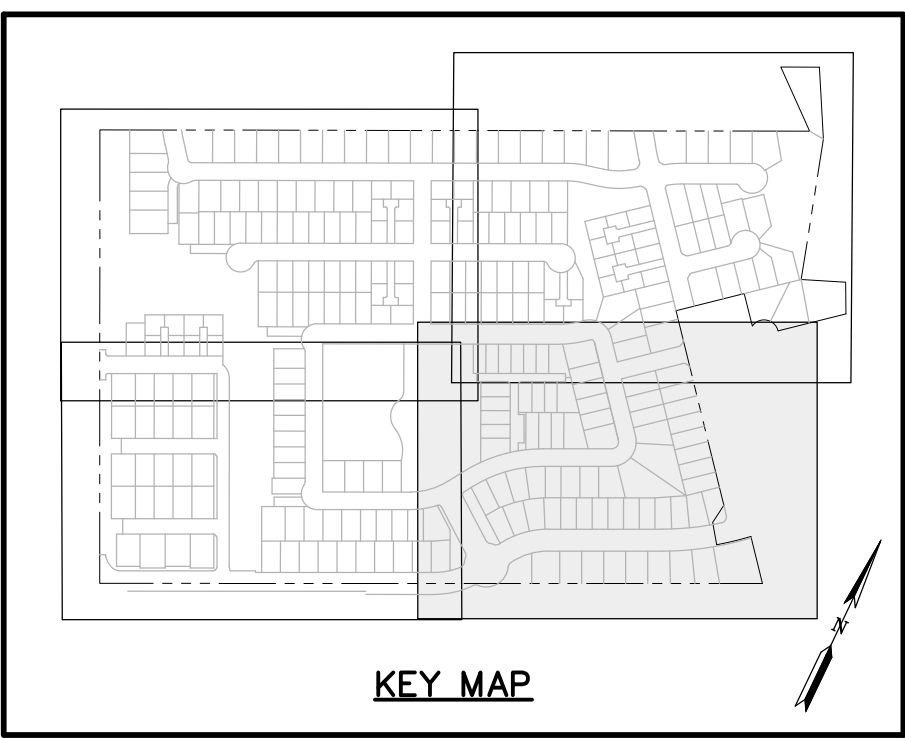
PRELIMINARY GRADING - SOUTHWEST



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

PD-18

ZA2021-0001

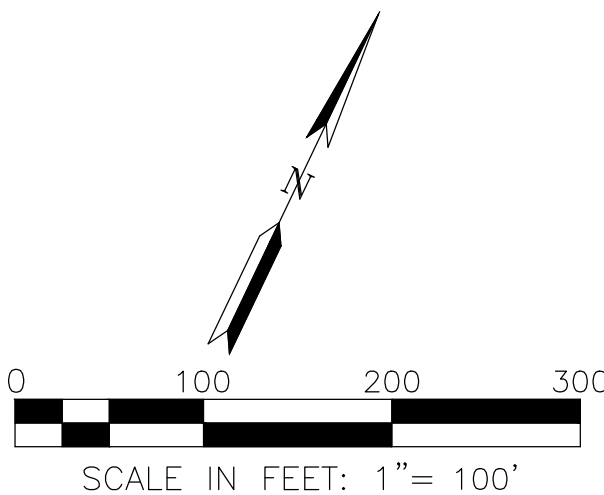


GRADING NOTES

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 |
| --- | 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

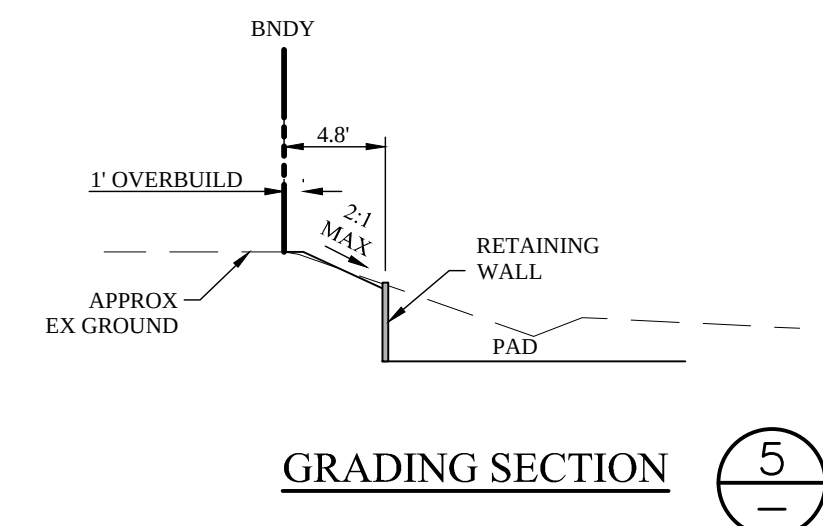
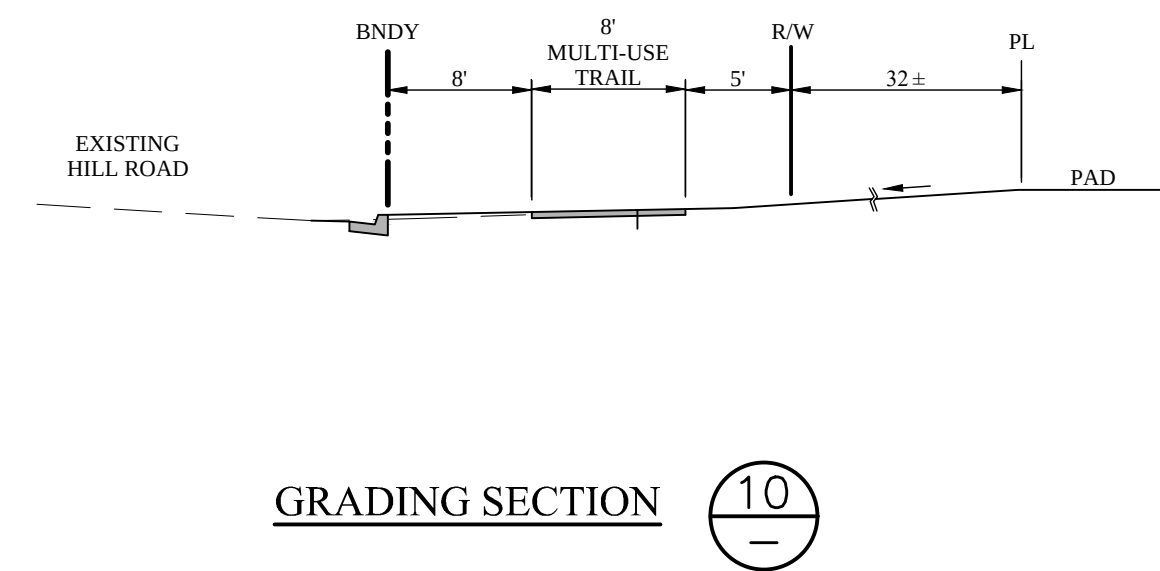
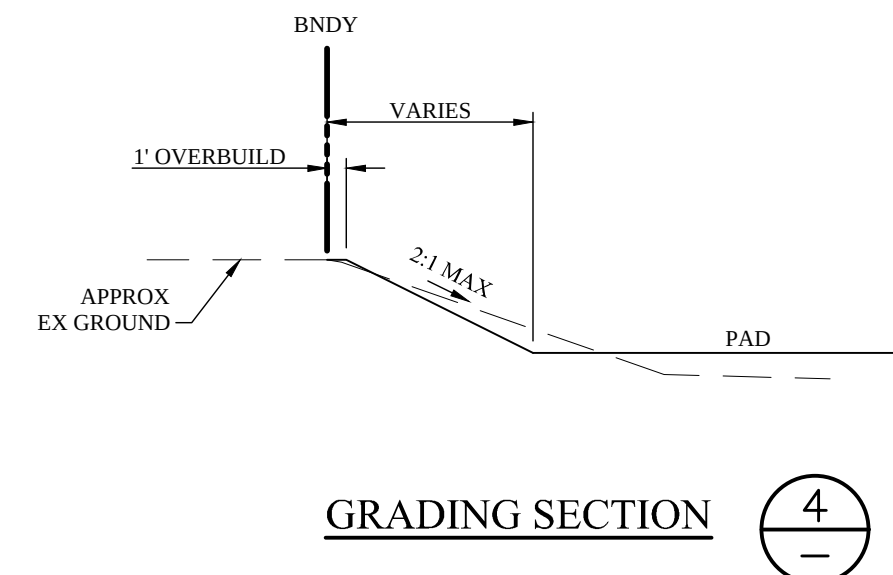
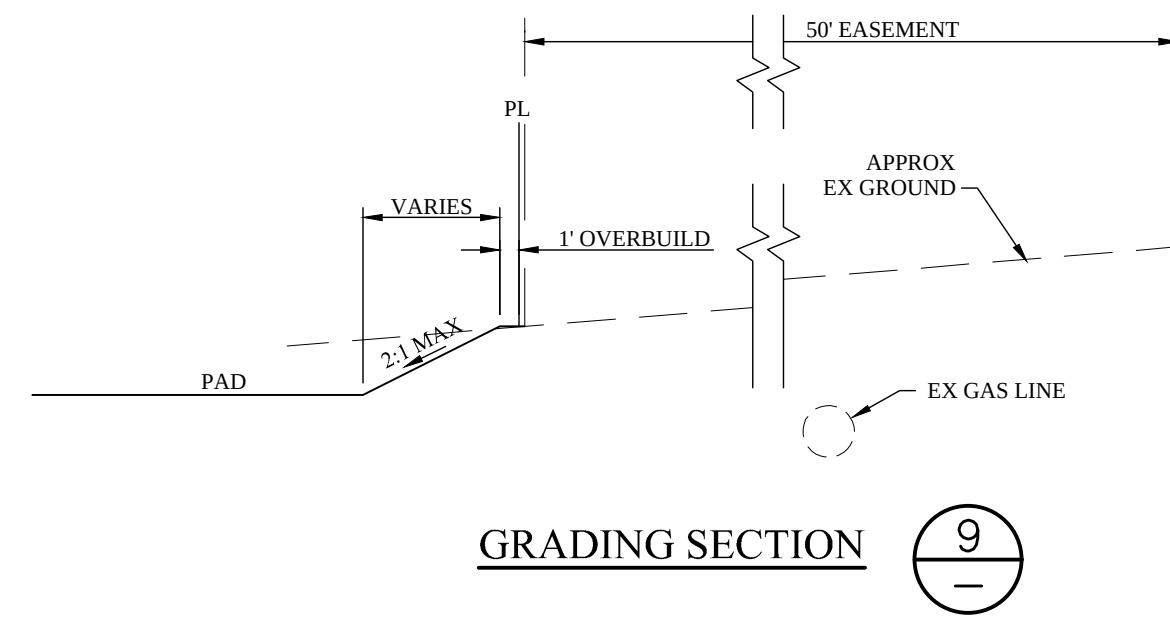
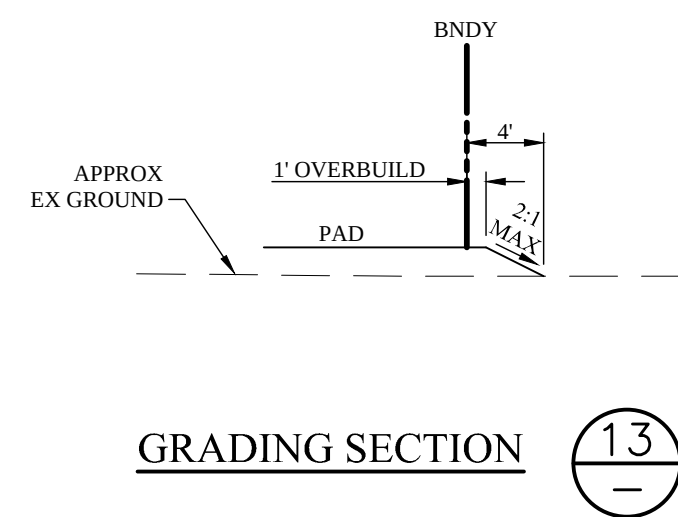
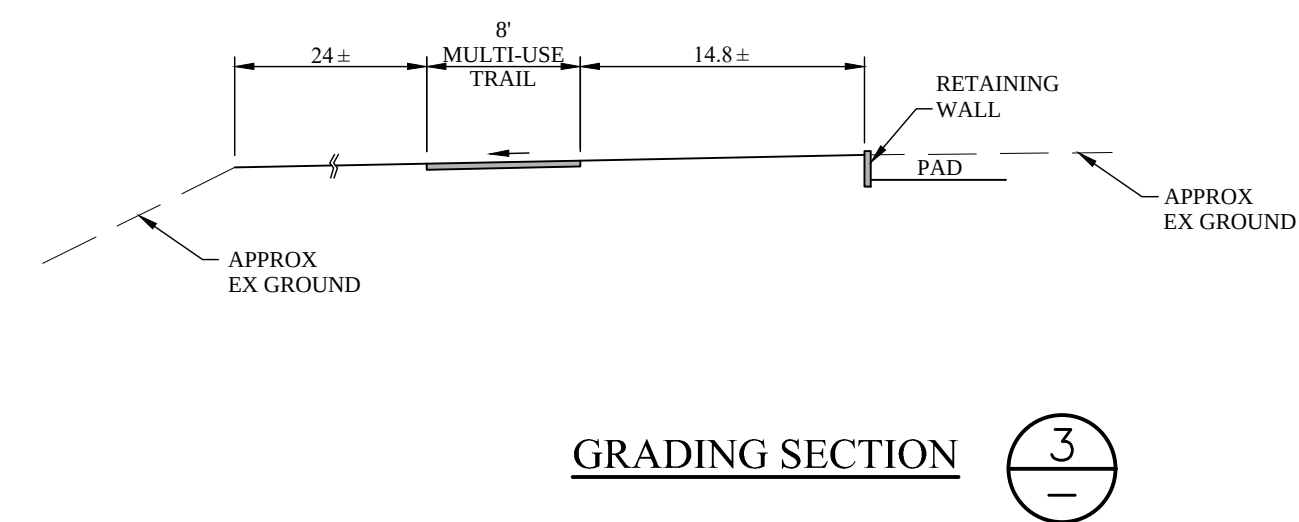
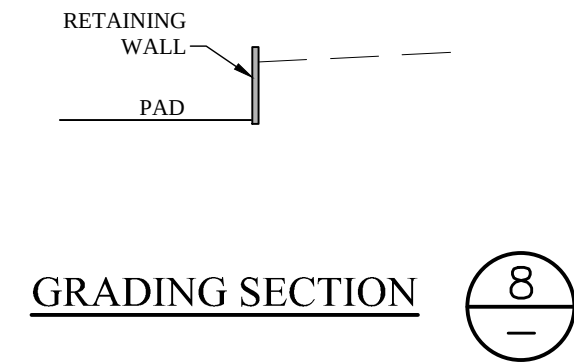
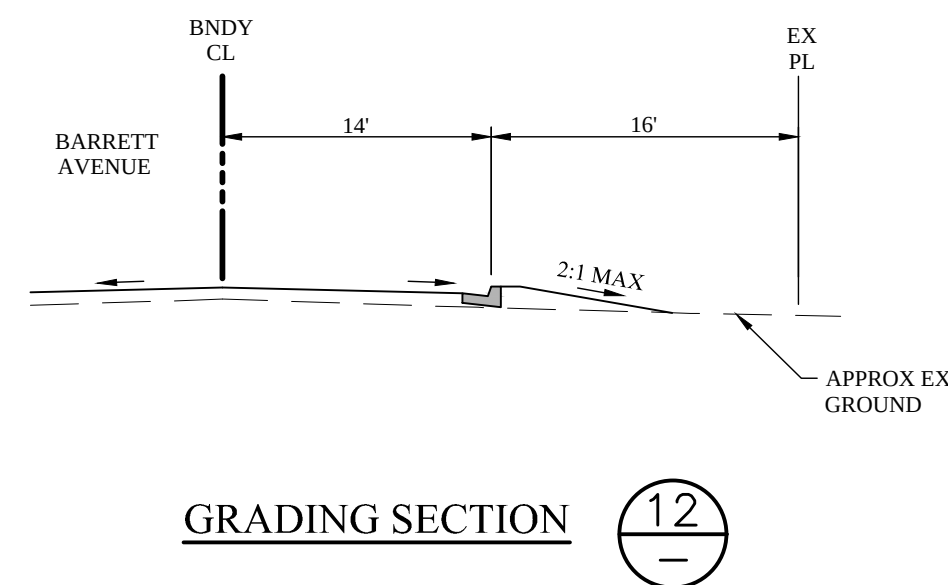
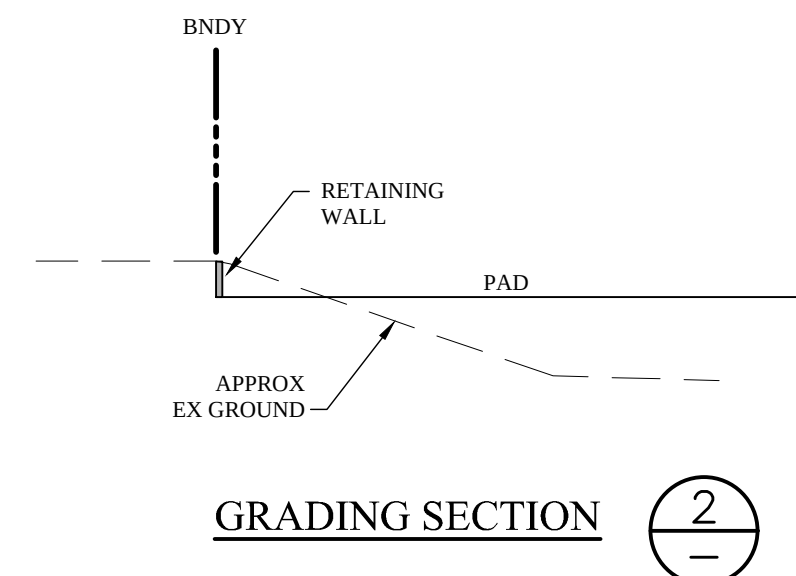
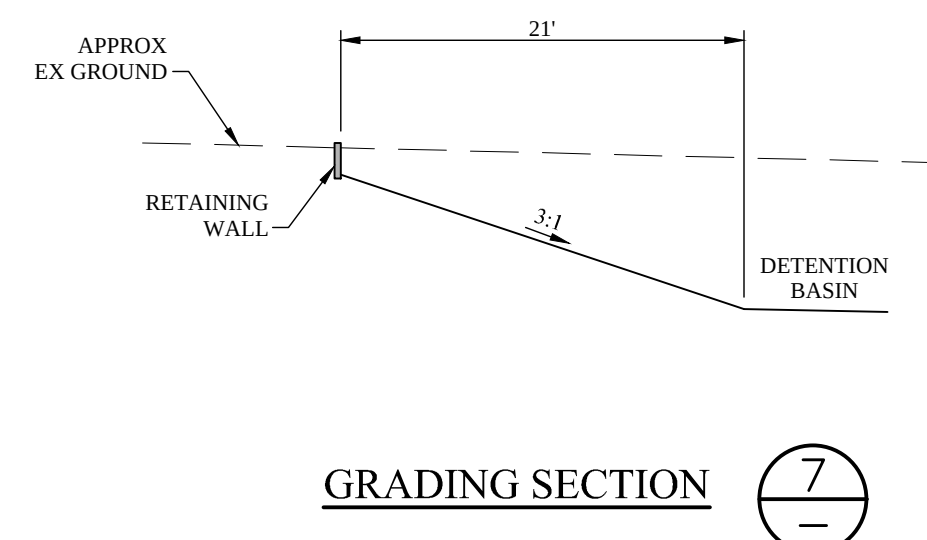
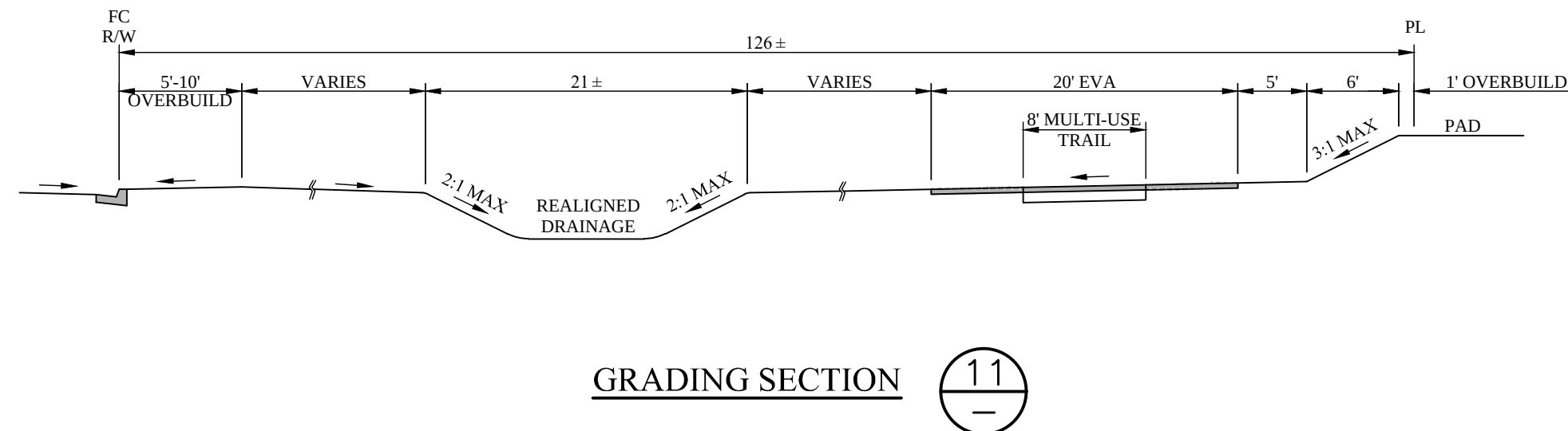
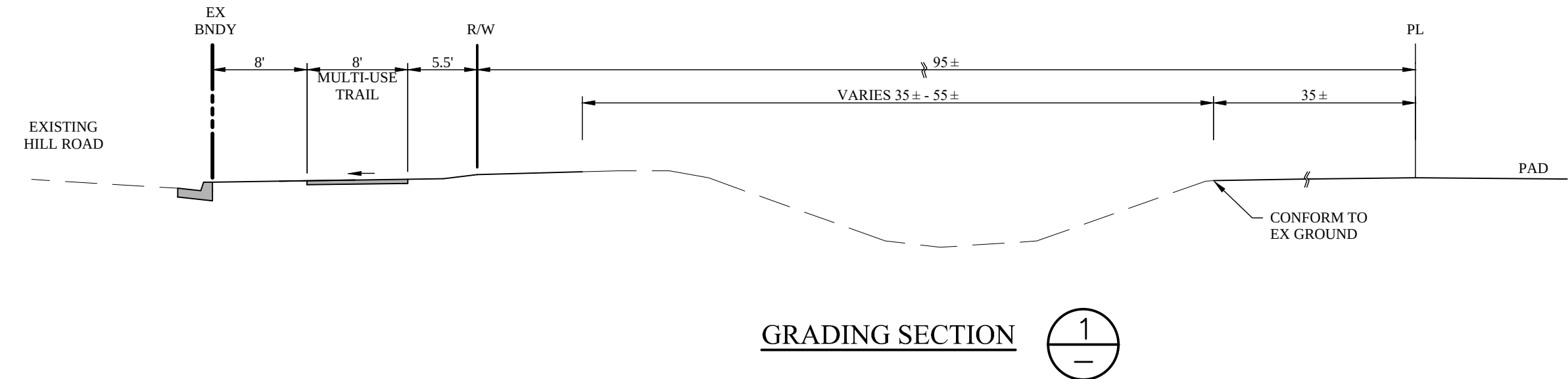
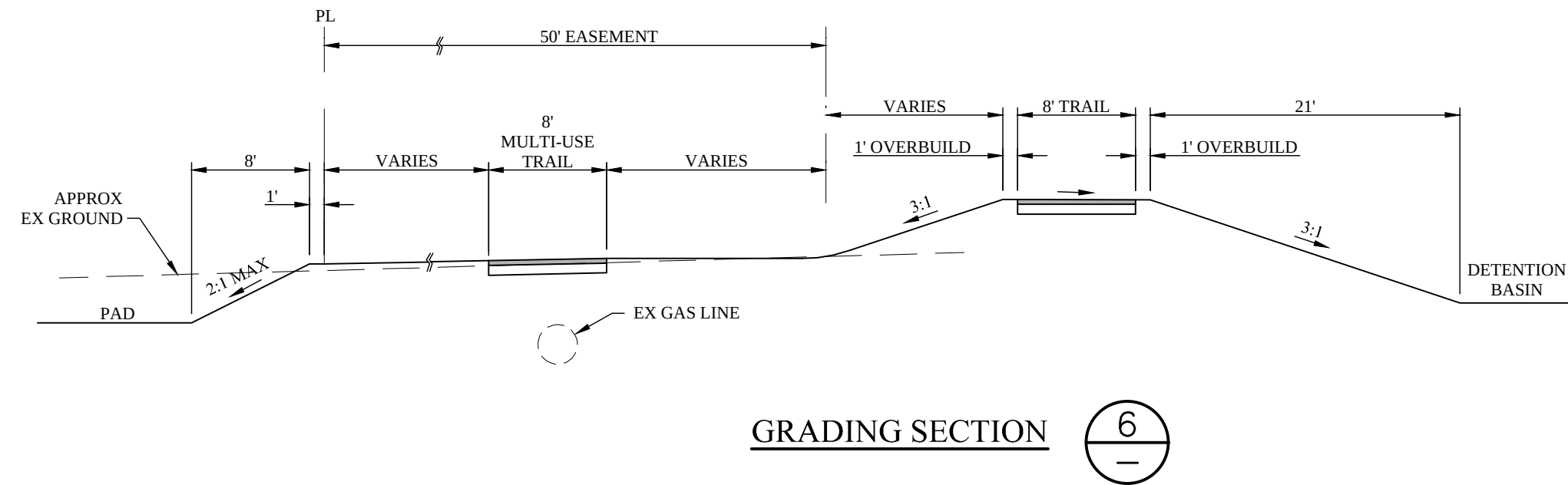


JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

PD-19

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

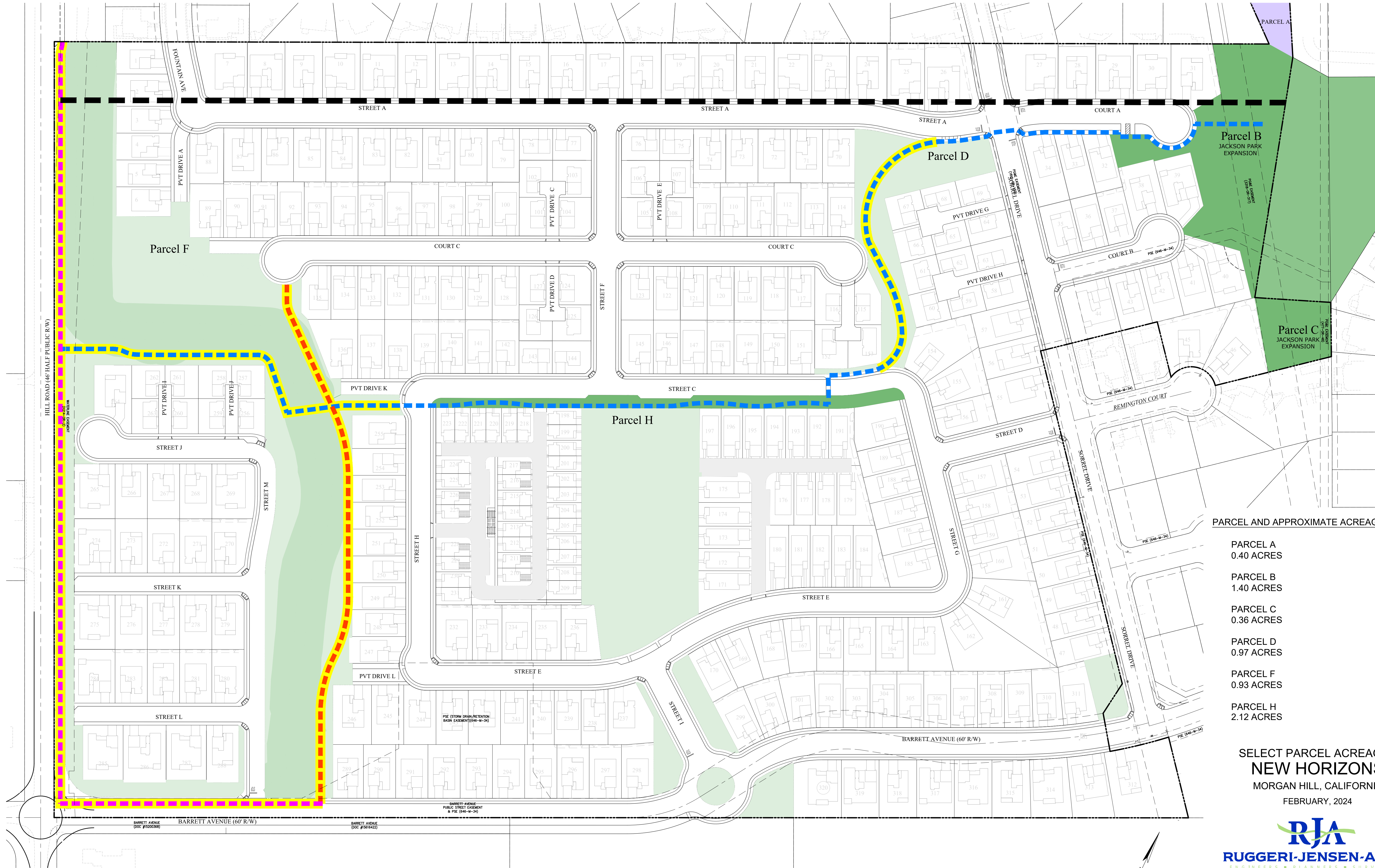
NEW HORIZONS AT MORGAN HILL

BY MORGAN HILL DEVCO, LLC



JOB NO. 202013-001
DATE 3/24/2023
SCALE AS SHOWN

PD-20
ZA2021-0001



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

CITY COUNCIL STAFF REPORT

MEETING DATE: December 4, 2024

PREPARED BY:

Kim Mancera, Deputy City Clerk

APPROVED BY: City Manager

ADOPT ORDINANCE NO. 2359, NEW SERIES, 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)

Waive the reading, adopt Ordinance No. 2359, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing 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:

On November 20, 2024, the City Council introduced Ordinance No. 2359, New Series, by the following roll call votes: AYES: Borgioli, Spring, Turner, Librers, Martinez Beltran; NOES: None; ABSTAIN: None; ABSENT: None;

The purpose of the Ordinance is to implement the requirement of public art in new land development projects. Public art, or a public art in-lieu fee, will 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

consists of 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.

During the November 20, 2024 City Council meeting, the Council approved the Ordinance with a change to Section 18.78.080.A to include the preference to commission public art from local artists.

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 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:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

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

On 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.

On November 20, 2024, the City Council introduced Ordinance No. 2359.

FISCAL AND RESOURCE IMPACT:

Staff regularly brings forward amendments as necessary to enhance, correct, and/or refine the Municipal 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. 2359, 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 with the preference

to commission public art from a local artist;

- 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 4TH DAY OF DECEMBER, 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. 2359, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the 4th day of December, 2024.

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

DATE: _____

MICHELLE BIGELOW, City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: December 4, 2024

PREPARED BY:

David Gittleson, Associate Engineer

APPROVED BY: City Manager

APPROVE ACQUISITION OF SEWER EASEMENT (NGUYEN) APN 841-03-062 FOR THE SEWER RELIEF TRUNK LINE PROJECT

RECOMMENDATION(S)

1. Authorize the City Manager to acquire the sewer easement (3,306 square feet), APN 841-03-062, for \$17,000 plus escrow and closing costs from Hung Nguyen, Hong Le, Van Nguyen, and Long Nguyen for the Sewer Relief Trunk Line Project; and
2. Authorize the City Manager to execute all documents and make minor modifications, with the 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

2024-2025 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Morgan Hill 2035 General Plan

Wastewater System Master Plan

REPORT NARRATIVE:

As part of the Sewer Relief Trunk Line Project (Attachment 1-Project Location), the City needs to obtain one remaining sewer easement along the proposed sewer trunk alignment prior to completing the design. The easement needed is from the Nguyen Family at 395 Lewis Street in Gilroy (APN 841-03-062). The City has been working with the Nguyen Family since December 2021 to obtain the necessary easement and has reached an agreement to purchase the 3,306 square foot sewer easement for \$17,000 (Attachment 2-Nguyen Sewer Agreement).

Staff recommends that City Council approve the Nguyen Family easement purchase as: 1) the easement is required for the project, 2) the property owner is a willing seller, and 3) the cost to litigate would be substantially greater. The purchase price is \$17,000 plus escrow, closing costs, and title insurance.

With City Council's approval of the Nguyen Family easement, staff will have completed the acquisition of all necessary sewer easements for the project and can now finalize the construction plans and prepare to bid the project in early 2025.

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, 2023, 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.

On November 20, 2024, City Council approved the acquisition of the City of Gilroy sewer easement for the Sewer Relief Trunk Line Project.

FISCAL AND RESOURCE IMPACT:**Fiscal:**

Sufficient funds for the \$17,000 sewer easement acquisition plus escrow and closing costs, estimated at \$2,000, have been budgeted for the project. Thus, the total price to acquire the easement is roughly \$19,000. The project is budgeted in the approved Fiscal Year 2024-25 through 2029-30 Capital Improvement Program, under CIP WW3008 in the Sewer Impact Fund (641).

CEQA (California Environmental Quality Act):**Not a Project**

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



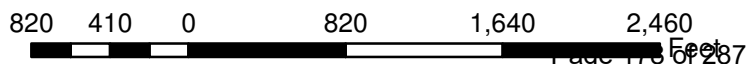
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Public Services Department
CIP Engineering Division

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ACQUISITION OF NGUYEN SEWER EASEMENT



City of Morgan Hill
EASEMENT PURCHASE
AGREEMENT

This Easement Purchase Agreement (the "Agreement") is between Hung Q. Nguyen and Hong T. Le, husband and wife and Van H. Nguyen, an unmarried woman and Long H. Nguyen, an unmarried man, all as joint tenants ("PROPERTY OWNER" or "GRANTOR") and the City of Morgan Hill, a municipal corporation ("CITY" or "GRANTEE"). GRANTOR and GRANTEE may collectively be referred to as Parties.

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

1. Entire Agreement

The Parties have herein set forth the whole of their agreement. GRANTOR is the owner of the real property in the City of Gilroy, County of Santa Clara, State of California, described in the Trust Transfer Deed recorded February 25, 2021, in Document No. 24846770 of Official Records, Santa Clara County Records. GRANTOR agrees to sell and GRANTEE agrees to purchase a sanitary sewer easement as described in Exhibits A and B, being a portion of property in Santa Clara County APN 841-03-062 ("EASEMENT") for use by GRANTEE on the Sewer Trunk Line Project ("PROJECT"). Specifically, GRANTOR agrees to grant the EASEMENT on the terms and conditions set forth in this Agreement. The form of the EASEMENT is attached hereto as Exhibit C.

2. Public Purpose

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

3. Consideration

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

4. Delivery of Documents

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

5. Purchase Price and Title

A. The purchase price for the sanitary sewer easement is \$17,000.00. CITY shall pay the sum of Seventeen Thousand Dollars (\$17,000.00) for the EASEMENT identified in Exhibits "A" and "B" attached hereto and made a part hereof, to ORTC within thirty (30) days of the Parties' execution of this Agreement, for the account of the GRANTOR, conditioned upon the EASEMENT vesting in CITY, free and clear of all liens, leases, encumbrances, (recorded or unrecorded), assessments and taxes except any exceptions to title which are acceptable to CITY. ORTC shall disburse said payment to GRANTOR immediately upon recordation of the EASEMENT via wire transfer with wire instructions to be provided by GRANTOR.

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

C. CITY shall have the authority, prior to the close of escrow, to deduct and pay from the amount shown in Clause 5A herein any amount necessary to satisfy any liens, bond demands and delinquent taxes due, together with penalties and interest thereon, and/or delinquent and unpaid non delinquent taxes and assessments, which may have become a lien at the close of escrow. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code if unpaid at the close of escrow.

D. If this property is secured by a mortgage(s) or deed(s) of trust, GRANTOR is responsible for payment of any demand under authority of said mortgage or deed of trust out of GRANTOR'S proceeds. Such amounts may include, but not be limited to, payments of unpaid principal and interest. Close of escrow for this transaction shall be contingent upon the title company receiving necessary documentation from any deed of trust or mortgage holder trustees and beneficiaries to subordinate the current loan secured by the deed of trust.

6. Improvements

Except as may be otherwise provided herein, the purchase price for the EASEMENT includes compensation for any and all improvements on the land. The land acquisition area is currently vacant with no improvements.

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

It is agreed and confirmed by the Parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the EASEMENT by CITY, and/or its designees or assignees, including the right to install and connect utilities, shall commence on the execution of this Agreement by the Parties. CITY shall keep GRANTOR reasonably informed of its work, including the anticipated commencement date and schedule for such work.

8. City Performed Work

All work done under this Agreement or the Easement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner.

9. Hazardous Wastes

The acquisition price of the EASEMENT being acquired in this transaction reflects the fair market value of the EASEMENT without the presence of contamination. If the EASEMENT being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the CITY may elect to recover its clean-up costs from those who caused or contributed to the contamination. GRANTOR shall further indemnify, defend, save and hold harmless the CITY from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the EASEMENT, save and except claims, costs or litigation arising through the sole willful misconduct of the CITY, its agents or employees.

10. Insurance.

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

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

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

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

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

D. **Automobile Liability:** Contractor shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if Contractor does not own automobiles, then

Contractor shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) One Million Dollars (\$1,000,000.00) combined single limit, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

11. Project / Easement Maintenance

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

12. Binding on Successors and Assigns

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

13. No Leases

GRANTOR warrants that there are no oral or written leases on all or any portion of the EASEMENT area exceeding a period of one month that would prevent the CITY from installing the PROJECT underground.

14. Approval of City Council

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

15. Authority to Sign

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

16. Integrity of Property

Except as otherwise provided herein or by express written permission granted by CITY, GRANTOR shall not after the date of execution of this Agreement and before the close of escrow, alienate, lien, encumber or otherwise transfer the EASEMENT or any portion thereof or allow the same to occur, cause or allow any physical changes on the EASEMENT, or enter into any lease or contract with respect to the EASEMENT or any portion thereof which would survive the close of escrow and impair CITY's use of the EASEMENT. GRANTOR shall maintain the EASEMENT in its current condition and shall make, at GRANTOR's expense, all repairs necessary to maintain the EASEMENT in such condition.

17. Casualty or Loss

If, prior to the close of escrow, GRANTOR becomes aware that all or any material portion of the EASEMENT has been destroyed, or substantially damaged, GRANTOR shall promptly give CITY written notice of the event, and CITY, at its option, may, on or before the close of escrow, elect to terminate this Agreement by giving GRANTOR written notice of termination, in which event the Parties shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder. If CITY elects to complete the transactions contemplated in this Agreement, the Agreement shall remain in full force and effect and the purchase contemplated herein shall be consummated with no further adjustment or modification, and at the close of escrow, GRANTOR shall assign, transfer, and set over to CITY all of the right, title, and interest of GRANTOR in and to any insurance proceeds resulting from any casualty or any awards that have been or may thereafter be made. Such set over may be made at close of escrow by crediting the amounts of any such proceeds and/or awards against the amounts by CITY for the property acquisition under this Agreement.

18. Counterparts Signature

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

19. Specific Performance and Other Remedies

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

shall be cumulative and not exclusive, and shall be in addition to any and all other remedies which the Parties may have hereunder at law or in equity.

20. Severability

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

21. Governing Law and Venue

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

22. Notices

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

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

Hung Q. Nguyen & Hong T. Le
11485 New Avenue
Gilroy, CA 95020

With Copy To:

23. Independent Legal Advice

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

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

CITY:

City of Morgan Hill
A Municipal Corporation

BY: _____
Christina Turner Title: City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Donald Larkin

Title: City Attorney

Date: _____

GRANTOR:

Hung Q. Nguyen and Hong T. Le, husband and wife and Van H. Nguyen, an unmarried woman and Long H. Nguyen, an unmarried man, all as joint tenants

By: _____
Hung Q. Nguyen, Husband

Date: _____

By: _____
Hong T. Le, Wife

Date: _____

By: _____
Van H. Nguyen

Date: _____

By: _____
Long H. Nguyen

Date: _____



EXHIBIT "A"
SANITARY SEWER EASEMENT

REAL PROPERTY in the City of Gilroy, County of Santa Clara, State of California, being a portion of that parcel of land described in the Grant Deed recorded July 26, 2016, in Document No. 23380657 of Official Records, Santa Clara County Records, described as follows:

BEGINNING at northeasterly corner of said parcel of land being on the westerly line of Chestnut Street;

Thence along said westerly line and the northerly line of Lewis Street the following two courses:

1. Thence South $19^{\circ}17'56''$ East, 220.38 feet;
2. Thence South $70^{\circ}40'36''$ West, 15.00 feet, to a line parallel with and 15 feet westerly of the westerly line of Chestnut Street;

Thence along said parallel line, North $19^{\circ}17'56''$ West, 220.38 feet, to the northerly line of said parcel of land;

Thence along said northerly line, North $70^{\circ}40'36''$ East, 15.00 feet, to the POINT OF BEGINNING.

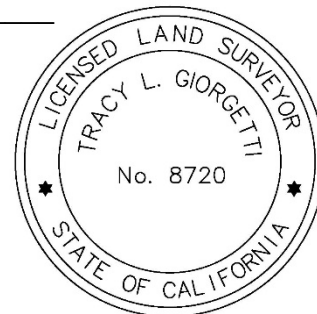
Containing 3,306 square feet or 0.08 acres, more or less.

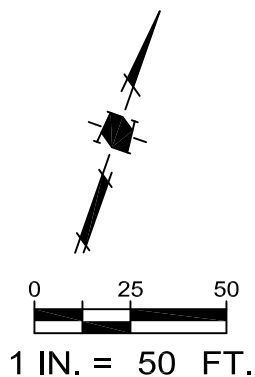
As shown on Exhibit "B" attached hereto and made a part hereof.

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





DOC 23380657

N70°40'36"E
15.00'

POB

15'

37.5'

N19°17'56"W 220.38'

S19°17'56"E 220.38'

CHESTNUT STREET

LEWIS STREET

S70°40'36"W
15.00'

30'



LEGEND

POB

POINT OF BEGINNING

SHEET 1 OF 1

Date: 2021-06-21
Designed: —
Drawn: RF
Checked: TG
Proj. Engr.: —
489700PL02



1570 Oakland Road (408) 487-2200
San Jose, CA 95131 HMMca.com

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

CITY OF GILROY

CALIFORNIA

EXHIBIT C

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 841-03-062

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF SANITARY SEWER EASEMENT

Hung Q. Nguyen, Hong T. Le, husband and wife and Van H. Nguyen and Long H. Nguyen as owners of the property APN 841-03-062 (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, lawful fences, and all lawful unsupported roof overhangs.

Executed the day and year first above written.

GRANTOR:

By: _____

Name: **Hung Q. Nguyen** _____

Title: _____

By: _____

Name: **Hong T. Le** _____

Title: _____

By: _____

Name: **Van H. Nguyen** _____

Title: _____

By: _____

Name: **Long H. Nguyen** _____

Title: _____



EXHIBIT "A"
SANITARY SEWER EASEMENT

REAL PROPERTY in the City of Gilroy, County of Santa Clara, State of California, being a portion of that parcel of land described in the Grant Deed recorded July 26, 2016, in Document No. 23380657 of Official Records, Santa Clara County Records, described as follows:

BEGINNING at northeasterly corner of said parcel of land being on the westerly line of Chestnut Street;

Thence along said westerly line and the northerly line of Lewis Street the following two courses:

1. Thence South $19^{\circ}17'56''$ East, 220.38 feet;
2. Thence South $70^{\circ}40'36''$ West, 15.00 feet, to a line parallel with and 15 feet westerly of the westerly line of Chestnut Street;

Thence along said parallel line, North $19^{\circ}17'56''$ West, 220.38 feet, to the northerly line of said parcel of land;

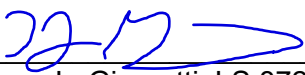
Thence along said northerly line, North $70^{\circ}40'36''$ East, 15.00 feet, to the POINT OF BEGINNING.

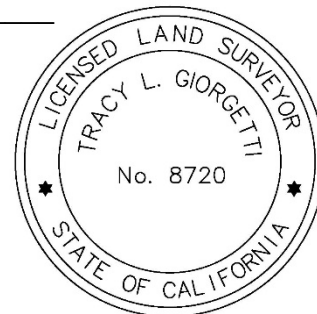
Containing 3,306 square feet or 0.08 acres, more or less.

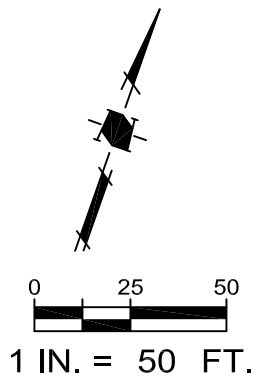
As shown on Exhibit "B" attached hereto and made a part hereof.

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





DOC 23380657

APN 841-03-062

N70°40'36"E
15.00'

POB

15'

37.5'

N19°17'56"W 220.38'

S19°17'56"E 220.38'

CHESTNUT STREET

LEWIS STREET

30'
30'

S70°40'36"W
15.00'



LEGEND

POB

POINT OF BEGINNING

SHEET 1 OF 1

Date:	2021-06-21
Designed:	—
Drawn:	RF
Checked:	TG
Proj. Engr.:	—
489700PL02	



1570 Oakland Road (408) 487-2200
San Jose, CA 95131 HMMca.com

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

CITY OF GILROY

CALIFORNIA

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from Hung Q. Nguyen, Hong T. Le, and Van H. Nguyen 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 _____, 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)

CITY COUNCIL STAFF REPORT

MEETING DATE: December 4, 2024

PREPARED BY:

Maria Angeles, Senior Civil Engineer

APPROVED BY: City Manager

APPROVE THE FIRST AMENDMENT TO THE IMPROVEMENT AGREEMENT FOR THE BLUEWAVE EXPRESS CAR WASH PROJECT LOCATED AT 18625 MONTEREY ROAD (APN: 764-10-008)

RECOMMENDATION(S)

1. Approve the First Amendment to the Improvement Agreement for the BlueWave Express Car Wash Project;
2. Authorize the City Manager to execute the First Amendment to the Project's Improvement Agreement with BW Morgan Hill, LLC; and
3. Authorize the recordation of the First Amendment to the Improvement Agreement.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Protecting the Environment and Preserving Open Space and Agricultural Land

2024-2025 Strategic Priorities

Economic Development and Tourism

Guiding Documents

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

The BlueWave Express Car Wash Project is a proposed drive-through, self-service, automated car wash located on the northwest corner of the Monterey Road and Cochrane Road intersection (see attached Site Map – Attachment 1).

The Project's Improvement Agreement was approved by the City Council on December 2, 2020 and was recorded with the Santa Clara County Recorder on January 15, 2021. The public improvements to be constructed as part of this project include the street improvements along the project's Monterey Road frontage and minor traffic signal modifications at the Monterey Road and Cochrane Road intersection.

The development/building permit for this project was issued on October 25, 2021 and

the public improvements should have been completed by April 25, 2022. The Improvement Agreement is now expired and the property owner/developer, BW Morgan Hill, LLC, has requested an extension of the Improvement Agreement. The property owner/developer has made good faith efforts to complete the public improvements. However, due to the project's original contractor pulling out of the project, construction has been significantly delayed. The City Attorney has recommended an amendment to the agreement versus a new agreement as it will be more efficient and cost effective for the City.

Staff recommends an extension of the Improvement Agreement and the completion of the public improvements by an additional six months from the date of the property owner/developer's request, dated October 31, 2024, with a new expiration date of April 30, 2025.

Staff also recommends that City Council authorize the City Manager to sign and record the First Amendment to the Improvement Agreement (Attachment 2) on behalf of the City.

COMMUNITY ENGAGEMENT:

Inform

This report serves to inform the community of the recommended amendment to the BlueWave Express Car Wash Project's Improvement Agreement.

ALTERNATIVE ACTIONS:

The City Council could decide not to approve the amendment to the Improvement Agreement. The Developer will then be required to enter into a new Improvement Agreement with the City to complete the remaining public improvements required of the project.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On October 23, 2018, the Planning Commission approved a Conditional Use Permit (UP2018-0004) to allow the proposed car wash on the site.

On December 2, 2020, City Council approved the Improvement Agreement with BW Morgan Hill, LLC.

FISCAL AND RESOURCE IMPACT:

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

CEQA (California Environmental Quality Act):

Categorical Exemption

Pursuant to CEQA Section 15301, Existing Facility.



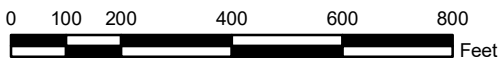
©2019 County of Santa Clara, all rights reserved,



CITY OF MORGAN HILL

**Land Development Engineering
Public Services Department**

**SITE MAP
BLUEWAVE EXPRESS CAR WASH
APN: 764-10-008**



RECORDING REQUESTED BY
WHEN RECORDED RETURN TO

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

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

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

FIRST AMENDMENT TO IMPROVEMENT AGREEMENT

BW Morgan Hill, LLC, a California limited liability company
APN 764-10-008
BlueWave Express Car Wash

THIS FIRST AMENDMENT TO THE IMPROVEMENT AGREEMENT ("AMENDMENT") is dated as of this _____ day of _____, 2024, is entered into by and between the CITY OF MORGAN HILL, a California municipal corporation ("CITY"), and BW Morgan Hill, LLC, a California limited liability company ("PROPERTY OWNER"). CITY and PROPERTY OWNER are collectively referred to as the "Parties".

RECITALS

The following recitals are a substantive portion of this FIRST AMENDMENT:

1. This AMENDMENT is entered into pursuant to the authority of the action of the City Council on _____, 2024.
2. The CITY and PROPERTY OWNER entered into that Improvement Agreement (IMPROVEMENT AGREEMENT) on December 8, 2020 to develop the property located at 18625 Monterey Road in Morgan Hill, California (APN 764-10-008) as a development project designated as BlueWave Express Car Wash ("Project"). The IMPROVEMENT AGREEMENT was recorded on January 15, 2021 with the Santa Clara County Recorder as document number 24789221.
3. Chapter 12.02 of the Morgan Hill Municipal Code requires improvements as described in the IMPROVEMENT AGREEMENT be installed as part of the Project.
4. Pursuant to Section 1 of the IMPROVEMENT AGREEMENT, the PROPERTY OWNER was required to perform and complete all improvements within six months from the date of the issuance of the Development Permit.
5. Pursuant to Section 4 of the IMPROVEMENT AGREEMENT, the City Manager may extend the deadline for completion by not more than six (6) months at her reasonable

discretion and determination that granting the extension will not be detrimental to the public welfare; however, the IMPROVEMENT AGREEMENT is now expired.

- 6. The PROPERTY OWNER has made good faith efforts to complete the Improvements, but has suffered several delays outside of its control.
- 7. On October 31, 2024, the PROPERTY OWNER submitted a written request to extend the deadline by an additional six (6) months to complete the Improvements due to delays with their original contractor pulling out of the project.
- 8. The City Engineer deemed that the extension of the deadline to April 30, 2025 is necessary to allow the PROPERTY OWNER to continue working on the Project's Improvements.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. All terms and conditions of the IMPROVEMENT AGREEMENT shall remain in full force and effect, except that the following amendments shall be made as set forth below.

A. Pursuant to Sections 1 and 4 of the IMPROVEMENT AGREEMENT, the time for performance is extended to April 30, 2025.

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2. Those individuals who are signing this FIRST AMENDMENT 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 FIRST AMENDMENT.

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

ATTEST:

CITY OF MORGAN HILL

By:

By:

Michelle Bigelow, City Clerk

Christina J. Turner, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

"PROPERTY OWNER"

By:

**BW Morgan Hill, LLC, a California
limited liability company**

Donald A. Larkin, City Attorney

Date: _____

By: Its manager, BlueWave Express
Development II, a Delaware
limited liability company

By its manager BWE II, an
Oregon limited liability company

By



Bill R. Poland, Manager

Date: 11/18/2024

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

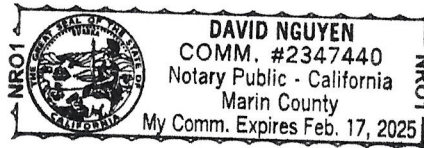
On November 18 2024, before me, David Nguyen a Notary Public in and for said County and State, personally appeared Bill R. Poland proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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.

David Nguyen

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

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)

24789221

Regina Alcomendras
Santa Clara County - Clerk-Recorder

01/15/2021 12:29 PM

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

Titles: 1 Pages: 22

Fees: \$0.00
Taxes: \$0
Total: \$0.00

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



THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

IMPROVEMENT AGREEMENT

BW Morgan Hill, LLC, a California Limited Liability Company
18625 Monterey Road
APN: 764-10-008
BlueWave Express Car Wash

THIS AGREEMENT is made on this 8th day of December, 2020, by the CITY OF MORGAN HILL, a municipal corporation ("CITY"), and BW MORGAN HILL, LLC, a California Limited Liability Company ("PROPERTY OWNER").

RECITALS

The following Recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Morgan Hill Municipal Code Chapter 12.02.
2. PROPERTY OWNER has filed a Development Application and supporting documents on the property with the address of **18625 Monterey Road**, and the APN: **764-10-008** having the development name of **BlueWave Express Car Wash** ("Development").
3. CITY requires as a condition of approval of the Development Permit, as described on said permit, that certain improvements be installed by PROPERTY OWNER as shown on the fully executed Development Improvement Plans entitled **Monterey Road - Offsite Improvement Plans for BlueWave Express Car Wash** ("Improvements"), on file with CITY and incorporated herein by this reference.
4. PROPERTY OWNER has been unable to complete, prior to the issuance of the Development Permit, all of the Improvements required by CITY to the satisfaction of the City Engineer.
5. PROPERTY OWNER is required by the terms of the Morgan Hill Municipal Code to improve all streets, highways, or public areas which are part of the Development, including but not limited to necessary paving, curbs, sidewalks, catch basins, water mains, culverts, storm drains, and sanitary sewers, in accordance with the plans and specifications on file with the City Engineer.

6. To assure CITY that PROPERTY OWNER will complete all the work and Improvements required for the Development, the parties have entered into this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This term of this Agreement shall be six (6) months from the date of issuance of the Development Permit ("Term") unless extended by written agreement.
2. **Improvements.** PROPERTY OWNER agrees to construct the Improvements in a good and workmanlike manner in accordance with the plans and documents filed with and approved by CITY in conjunction with the Development, all of which are incorporated herein by reference. These items of the Improvements shall be completed, constructed and installed at PROPERTY OWNER's sole expense unless agreed to otherwise by CITY.
3. **Rights-of-Way.** Except as otherwise provided by this Agreement, CITY can hold without acceptance or recordation all lands, rights-of-way, and easements offered for dedication. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with the Government Code. All such offers may be accepted and recorded by CITY in its sole discretion at any later date without further notice to PROPERTY OWNER as provided by law. By way of explanation only, it is the current intention of CITY to accept all or part of the irrevocable offers to dedicate upon acceptance of the Improvements called for in this Agreement.
4. **Improvements: Time Limits.** PROPERTY OWNER agrees to cause all Improvements to be made and constructed to comply with all requirements of Morgan Hill Municipal Code Chapter 12.02, according to the improvement plans for the Development approved by the City Engineer and including any changes or alteration in the Improvements required by the City Engineer. The Improvements shall be completed utilizing CITY standards and specifications. PROPERTY OWNER agrees to complete the Improvements prior to the expiration of this Agreement, or the issuance of the certificate of occupancy, whichever is earlier; provided however, the City Manager may extend the deadline for completion by not more than six (6) months at his or her reasonable discretion and determination that granting the extension will not be detrimental to the public welfare. No extension of this deadline for completion shall be made except upon the basis of a written application made by PROPERTY OWNER stating fully the ground for the application and the facts relied upon for an extension.

It is further agreed by and between PROPERTY OWNER and CITY that any extension granted shall in no way affect the validity of this Agreement or release the surety(ies) on any bond attached hereto or the financial institution guaranteeing the same. PROPERTY OWNER further agrees to maintain the securities described in Section 6 in full force and effect during the terms of this Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by CITY.

In the event that PROPERTY OWNER shall fail to complete the Improvements within the time provided by this Agreement, CITY may in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Development and complete the Improvements and recover the full cost and expense of construction from PROPERTY OWNER, PROPERTY OWNER's successors and

assigns, PROPERTY OWNER's Performance/Labor & Material Bonds associated with this Development, or from the then owner of the Development, and/or place a lien upon the Development property for the cost and expense. Any and all CITY costs shall include but not be limited to administrative and attorney costs.

5. **Acquisition and Dedication of Easements or Rights-of-Way.** If any of the Improvements is to be constructed or installed on land not within the Development or already existing public right-of-way, no construction or installation shall be commenced before the irrevocable offer of dedication or conveyance to CITY of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from PROPERTY OWNER to allow construction or installation of the Improvements or work has been obtained and paid for by PROPERTY OWNER.

6. **Bond Requirements.** To secure the performance of each Improvement required under this Agreement and to ensure full payment to all persons furnishing or supplying labor or materials for each Improvement required, PROPERTY OWNER shall provide to CITY concurrently with the execution of this Agreement, payment and performance bonds each in the amount of 100% of the total estimated cost of the Improvements as determined by the City Engineer,. A performance bond to secure faithful performance of this Agreement as required by Section 12.02.160 of the Morgan Hill Municipal Code for performance shall be provided in substantially the form set forth in Exhibit B. A payment bond to secure full payment to all persons furnishing or supplying labor or materials as required by Section 12.02.160 of the Morgan Hill Municipal Code for labor and materials shall be provided in substantially the form set forth in Exhibit C. PROPERTY OWNER shall provide an additional guarantee and warranty security (in substantially the form set forth in Exhibit D) of fifty (50%) percent of the cost of construction of the Improvements to guarantee and warranty the Improvements for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 12.02.170 of the Morgan Hill Municipal Code.

Improvements and the City Engineer's Estimated Costs of Improvements as of **December 10, 2019** are attached hereto as Exhibit "A".

Any bonds submitted under this Agreement shall be executed by a surety company authorized to write the same in the State of California, and subject to the review and approval of the City's risk manager. All required securities shall be in a form approved by the City Attorney. The bonds shall be executed on CITY forms by a surety authorized to do business in the State of California and shall be approved by the City Attorney and the City Engineer. Submittal of the Performance/Labor & Material Bonds is a requirement prior to CITY's issuance of an encroachment permit to do work in CITY's right-of-way. Submittal of the Warranty Bond is a requirement prior to the City Engineer's consideration of acceptance of the public improvements.

Note: If Cash Deposit Agreement Guaranteeing Improvements is utilized for security purposes, the Cash Deposit Agreement amount shall be two hundred (200%) percent of the aforementioned City Engineer's Estimated Costs of Improvements. In lieu of the above, CITY will accept a certificate of deposit in CITY's name with escrow instructions acceptable to the City Engineer, subject to the approval of the City Attorney.

The release of any securities shall be governed by the provisions of Section 12.02.170 of the Morgan Hill Municipal Code.

7. **Irrevocability of Security.** The securities provided under this Agreement shall be irrevocable, shall

not be limited as to time, and may be released only upon the written approval of the City Engineer and City Council.

8. **Duty to Warn.** PROPERTY OWNER shall give adequate warning to the public of each and every dangerous condition which may exist in the Improvements, and will take all reasonable actions to protect the public from any dangerous condition.
9. **Warranty.** PROPERTY OWNER guarantees and warrants the Improvements required by this Agreement and agrees to remedy any defects in the Improvements arising from faulty or defective materials or construction occurring within twelve (12) months after acceptance by CITY of said Improvements. Following notice, PROPERTY OWNER shall, without delay or cost to CITY, repair, replace, or reconstruct any defective or unsatisfactory portion of Improvements. CITY may, at its sole option, perform the repair or replacement itself if PROPERTY OWNER has failed to commence repair within twenty (20) days after CITY has mailed written notice to PROPERTY OWNER. In such event, PROPERTY OWNER agrees to pay the cost of repair and replacement, plus 15%, by CITY; and CITY may recover such costs as a lien against the Development. CITY may proceed immediately to make repairs should an emergency arise without waiving its rights of recovery against PROPERTY OWNER.
10. **Failure of Performance.** In addition to the other remedies provided by this Agreement, CITY shall have recourse to the security given. In the event that CITY seeks recourse against any security, CITY shall have recourse against PROPERTY OWNER for any and all amounts necessary to complete the obligation. All administrative costs, including attorneys' fees shall be a proper charge against the security and PROPERTY OWNER pursuant to Government Code. The right of CITY to draw upon or utilize the security is additional and not in lieu of any other remedy available to CITY at law or in equity. The parties agree that the estimated costs and security amounts may not reflect the actual cost of construction or installation of Improvements, and therefore, CITY damages for PROPERTY OWNER's default shall be measured by the cost of completing the required Improvements.
11. **Certificate of Occupancy.** PROPERTY OWNER understands that CITY will expect completion, to the satisfaction of CITY, of specific public improvements as well as private utility improvements prior to CITY Approval of a Certificate of Occupancy for any building on the Development property. The specific improvements shall include activation of all public utilities (water, sewer, storm drain); activation of all private utilities (electric, gas, phone) except for cable; street lights turn-on request filed with P G & E; and full street improvements (curb-gutter and paving with/without final lift) from existing public street to building under consideration for Certificate of Occupancy. PROPERTY OWNER, furthermore, agrees to so inform successor in lot interest should lot be transferred to another party prior to CITY acceptance of public improvements.
12. **Final Toxic Report.** Where applicable, PROPERTY OWNER hereby agrees to furnish the City Attorney with a copy of the Final Toxic Report issued by the appropriate licensed consultant on the proposed Development. This report must be received prior to final acceptance of on-site improvements and issuance of certificate of occupancy.
13. **Public Improvements Fee Schedule.** PROPERTY OWNER shall pay the following sums in cash to CITY pursuant to the provisions of Resolution 1383 and any amendments. These sums shall be paid to CITY at the time of issuance of the Development Permit, and shall be in accordance with the attached Department of Public Works Fee Schedule attached hereto demonstrating a current Total Fee Obligation of

\$198,610. All Fees are estimated and may be increased by CITY subject to current resolutions and ordinances. These fees are subject to a minimum annual revision. PROPERTY OWNER consents to increases in these fees. This Agreement shall not be construed to fix or freeze fees as of any point prior to issuance of Development Permits.

All development fees shall be those in effect at the time of the issuance of the Development Permit for this Development. This Agreement does not entitle the developer to any permit including a grading permit. A separate application for a grading permit should be made to the Building Department.

14. **Other Agreements Associated with This Improvement Agreement:** The following "checked off" Agreements are understood to be associated with this Agreement and have been fully executed prior to or concurrent with this Agreement:

☐ CITY "Streets" Reimbursement Agreement (CITY Ordinance 982)

PROPERTY OWNER acknowledges and agrees that the property is subject to a Reimbursement Agreement whereby PROPERTY OWNER must reimburse CITY for all costs associated with off-site improvements completed by the CITY and/or others or to be completed by CITY and/or others. PROPERTY OWNER agrees to pay CITY for all sums already incurred under the reimbursement agreement prior to issuance of any building permits. If the improvement has not been completed by CITY and/or others, then PROPERTY OWNER or successor-in-interest agrees to fully reimburse CITY for all costs incurred by CITY and/or others in constructing the improvements.

☐ CITY Public/Private Utility Reimbursement Agreement

☐ Landscape & Lighting Maintenance Assessment District Annexation

☐ Improvements Deferral Agreement

15. **Insurance Requirements.**

Commencement of Improvements. Before beginning construction of the improvements, PROPERTY OWNER is required to procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of PROPERTY OWNER and its subcontractors relating to or arising from the performance of work associated with the Improvements, and must remain in full force and effect at all times during the period covered by the Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by CITY. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by City. Coverages may be provided by PROPERTY OWNER's General Contractor if PROPERTY OWNER is not directly insuring such exposures under an "Owners and Contractors Protective Liability Policy (OCP)" on which CITY would be an additional insured. If PROPERTY OWNER will utilize the services of a General Contractor to perform all of the work associated with the Improvements, then PROPERTY OWNER may opt to have all coverages provided by PROPERTY OWNER's General Contractor, provided that a written contract is executed between PROPERTY OWNER and the General Contractor whereby the written contract specifically required General Contractor to fulfill all of the City insurance requirements as outlined in this Agreement, including all endorsements in favor of the City. Verification of the written contract must be provided to City upon request. If PROPERTY OWNER fails to provide any of the required coverage in full compliance with the requirements outlined in this Agreement, CITY may, at its sole discretion, purchase

such coverage at PROPERTY OWNER's expense and deduct the cost from payments due to PROPERTY OWNER, assess payment against Development, or terminate the Agreement for default. Any deductibles or self-insured retentions must be declared to and approved by City. PROPERTY OWNER further understands that CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to PROPERTY OWNER, at any time as deemed necessary to protect the interests of CITY.

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

(1) Commercial General Liability Insurance ("CGL"): PROPERTY OWNER shall maintain CGL and shall include coverage for liability arising from PROPERTY OWNER's or its subcontractor's acts or omissions in the performance of work associated with the Improvements against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) five million dollars (\$5,000,000.00) combined single limit each occurrence and either a general aggregate limit of ten million dollars (\$10,000,000.00) or a general aggregate limit of five million dollars (\$5,000,000) as applied on a "per project" or "per location" basis, or (ii) the maximum amount of such insurance available to PROPERTY OWNER under PROPERTY OWNER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

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

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

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

(4) Pollution (Environmental) Liability: The performance of PROPERTY OWNER's work or service under this Agreement involves handling of hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials. PROPERTY OWNER shall procure and maintain Pollution Liability covering PROPERTY OWNER'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 PROPERTY OWNER under PROPERTY OWNER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

(b) Required Endorsements. PROPERTY OWNER shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

(1) ALL Policies:

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

(2) ALL policies except Workers Compensation:

- a. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds.
- b. "Primary and Non-Contributing" - Insurance shall be primary non-contributing.

(c) Subcontractors. PROPERTY OWNER must ensure that each subcontractor is required to maintain the same insurance coverage required under this Section 15, with respect to its performance of work associated with the Improvements, including those requirements related to the additional insureds and waiver of subrogation.

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

(e) Certificates. PROPERTY OWNER 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 the PROPERTY OWNER's agreement with CITY shall be reduced, canceled, allowed to expire, or materially changed except after thirty (30) days' notice by the insurer to CITY, unless due to non-payment of premiums, in which case ten days written notice must be made to CITY.

Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

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

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

17. **Non-Discrimination.** PROPERTY OWNER 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.

18. **Independent Contractor.** It is agreed to that PROPERTY OWNER shall act and be an independent contractor, and not an agent or employee of CITY.

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

20. **Right to Inspect and Inspection Fees.** PROPERTY OWNER shall at all times maintain proper facilities and provide safe access for inspection for CITY and its employees to all parts of the Improvements. PROPERTY OWNER shall pay and reimburse CITY for all expenses incurred by CITY for inspecting and checking all work to be performed under the provisions of the Municipal Code or this Agreement. CITY Engineering plan checking and field improvement inspection costs are included in the Department of Public Works Fee Schedule which may be revised from time to time.

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

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

a. Address of PROPERTY OWNER is as follows:

BW MORGAN HILL, LLC
2175 Francisco Blvd. East, Suite G
San Rafael, CA 94901

b. Address of CITY is as follows:

With a copy to:

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

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

23. **PROPERTY OWNER'S Representations.** This Agreement shall include application or items submitted by PROPERTY OWNER to CITY'S Planning Department, Building Department, Planning Commission, and City Council. In the event of any inconsistency between their representations and this Agreement, this Agreement shall govern.

24. **Licenses, Permits and Fees.** PROPERTY OWNER shall obtain a CITY Business License, all permits, and licenses as may be required by this Agreement.

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

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

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

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

29. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

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

31. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified on provisions waived only by

subsequent mutual written agreement executed by CITY and PROPERTY OWNER.

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

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

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

35. **Agreement Runs With the Land.** This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties. It shall be recorded in the Office of the Recorder of Santa Clara County concurrently with the issuance of the Development Permit and shall constitute a covenant running with the land and an equitable servitude upon the Development real property.

36. **Recording.** It shall be the responsibility of CITY to cause the executed Agreement to be recorded.

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

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

ATTEST:

Deputy
City Clerk

Date: 12/9/2020

THE CITY OF MORGAN HILL

City Manager

Date: 12/8/2020

APPROVED AS TO FORM:

City Attorney

Date: 12/7/2020

"PROPERTY OWNER"

By:

Title: Bill R. Poland - Manager

Date: 10/22/20

By:

Title:

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 See attached 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.

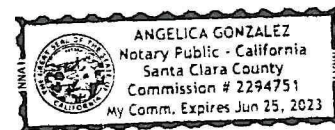
State of **California**
County of **Santa Clara**

On December 8 2020, before me, Angelica Gonzalez a Notary Public in and for said County and State, personally appeared Christina Turner 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]
SIGNATURE OF NOTARY PUBLIC



(ABOVE AREA FOR NOTARY SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Marin)

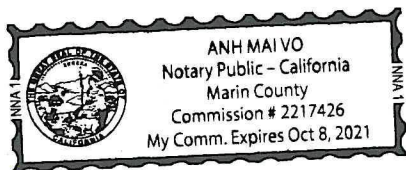
On October 22, 2020 before me, Anh Mai Vo, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Bill R. Poland
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Improvement Agreement
Document Date: 10/22/20 Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

EXHIBIT A
IMPROVEMENTS AND
ESTIMATED COSTS OF IMPROVEMENTS
AS OF DECEMBER 10, 2019



OFFSITE IMPROVEMENTS - BLUEWAVE EXPRESS CAR WASH
MORGAN HILL, CA
Opinion of Probable Construction Costs

December 10, 2019

Description	Quantity	Unit	Unit Price	Cost	Total
Demolition & Site Preparation					\$40,275
Clear and grub	1	ls	\$5,000.00	\$5,000.00	
Demolition of asphalt paving	6,600	sf	\$3.00	\$20,400.00	
Demolition of existing vertical curb	200	lf	\$15.00	\$3,000.00	
Demolition of existing curb and gutter	60	lf	\$15.00	\$900.00	
Demolition of existing chain link fence	465	lf	\$5.00	\$2,325.00	
Demolition of existing metal beam guardrail	65	lf	\$5.00	\$325.00	
Temporary construction fencing	465	lf	\$5.00	\$2,325.00	
Demolition of existing drain inlet	1	ea	\$800.00	\$800.00	
Demolition of existing street light	2	ea	\$2,000.00	\$4,000.00	
Demolition of existing fire hydrant	1	ea	\$1,200.00	\$1,200.00	
Utilities					\$13,150
Curb inlet	1	ea	\$3,000.00	\$3,000.00	
Fire hydrant assembly	1	ea	\$8,000.00	\$8,000.00	
Adjust water valve to grade	1	ea	\$500.00	\$500.00	
8" water pipe	55	lf	\$30.00	\$1,650.00	
Electrical/Joint Utility					\$109,800
2" Conduit	650	lf	\$40.00	\$26,000.00	
4" Conduit	135	lf	\$60.00	\$8,100.00	
No. 8 Pull Box (service)	5	ea	\$600.00	\$3,000.00	
No. 6 Pull Box	2	ea	\$600.00	\$1,200.00	
Wiring	1	ls	\$17,000.00	\$17,000.00	
Street Luminaire	3	ea	\$1,500.00	\$4,500.00	
AT&T vault	1	ea	\$5,000.00	\$5,000.00	
Traffic Signal Modifications	1	ls	\$45,000.00	\$45,000.00	
Striping and Signage					\$1,375
Signage and Striping	550	lf	\$2.50	\$1,375.00	
General Site					\$216,210
6" AC over 16" AB	9,100	sf	\$20.00	\$182,000.00	
4" FCC over 4" AB	2,650	sf	\$13.00	\$34,450.00	
Curb and Gutter - Type 1	500	lf	\$30.00	\$15,000.00	
Vertical Curb - Type 2	20	lf	\$20.00	\$400.00	
Handicap Ramp	1	ea	\$4,000.00	\$4,000.00	
Truncated Dome	12	sf	\$30.00	\$360.00	
Total					\$380,810

NOTES: 1. IT IS RECOGNIZED THAT STANTEC HAS NO CONTROL OVER THE COSTS OF MATERIALS, EQUIPMENT, LABOR, OR THE CONTRACTOR'S METHOD OF DETERMINING BID PRICES. PRICES WILL VARY FROM ANY OPINION OF PROBABLE CONSTRUCTION COSTS.

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

Bond No.: _____
Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California, and **BW Morgan Hill, LLC, a California Limited Liability Company** (hereinafter designated as "principal") have entered into an Improvement Agreement:

BW Morgan Hill, LLC, a California Limited Liability Company
APN: 764-10-008 18625 Monterey Road

whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20_____, and identified as project **BlueWave Express Car Wash**, is hereby referred to and made a part hereof; and

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

Now, therefore, we, the principal and _____, as surety, are held and firmly bound unto the City of Morgan Hill, hereinafter called ("City"), in the penal sum of **Three Hundred Eighty Thousand Eight Hundred Ten dollars (\$380,810)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

License No.: _____
Address: _____
Telephone No.: _____

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

Name of non-resident agent: _____
Non-resident agent's office address: _____
Telephone No.: _____

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement

Performance Bond
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and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

Executed this _____ day of _____ 20 ____ .

Principal

Principal

By: _____
Surety

By: _____
Attorney-in Fact

By: _____
California Resident Agent

By: _____
Non-resident Agent - Attorney-in-Fact

APPROVED:

Scott Creer, City Engineer

Date: _____

APPROVED AS TO FORM:

By: _____
Donald A. Larkin, City Attorney

Date: _____

(Acknowledgment on following page.)

Performance Bond
Page 2 of 3
Version: December 2017

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)

Performance Bond
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Version: December 2017

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

Bond No.: _____
Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California, and **BW Morgan Hill, LLC, a California Limited Liability Company** (hereinafter designated as "the principal") have entered into an Improvement Agreement:

BW Morgan Hill, LLC, a California Limited Liability Company
APN: 764-10-008 18625 Monterey Road

whereby the principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20_____, and identified as project **BlueWave Express Car Wash**, is hereby referred to and made a part hereof; and

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

Now, therefore, the principal and the undersigned as corporate surety, and their successors and assigns are held firmly bound unto City and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **Three Hundred Eighty Thousand Eight Hundred Ten dollars (\$380,810)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

The Surety's office is located at _____,
Telephone No. _____; the Surety is licensed to do business in the State of California; and

Labor and Material Bond
Page 1 of 3
Version: December 2017

the California Insurance Agent's License No., address, and telephone number as follows:

License No.: _____
Address: _____
Telephone No.: _____

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

Name of non-resident agent: _____
Non-resident agent's office address: _____
Telephone No.: _____

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

Executed this _____ day of _____ 20 ____ .

_____ Principal	_____ Principal
By: _____ Surety	
By: _____ Attorney-in Fact	
By: _____ California Resident Agent	
By: _____ Non-resident Agent - Attorney-in-Fact	

APPROVED:

Scott Creer, City Engineer

Date: _____

APPROVED AS TO FORM:

By: _____
Donald A. Larkin, City Attorney
Date: _____

(Acknowledgment on following page.)

Labor and Material Bond
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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)

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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)

Labor and Material Bond

Page 3 of 3

Version: December 2017

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

Bond No.: _____

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California (hereinafter designated as "City"), and **BW Morgan Hill, LLC, a California Limited Liability Company** (hereinafter designated as "Principal") have entered into an Improvement Agreement (hereinafter "Agreement"):

BW Morgan Hill, LLC, a California Limited Liability Company
APN: 764-10-008 18625 Monterey Road

whereby the Principal agrees to install and complete certain designated public improvements (hereinafter "Improvements"), which said Agreement, dated _____, 20____, and identified as project **BlueWave Express Car Wash**, is hereby referred to and made a part hereof; and

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

Now, therefore, we, the Principal and _____ as Surety, are held and firmly bound unto the City of Morgan Hill in the penal sum of **One Hundred Ninety Thousand Four Hundred Five dollars (\$190,405)** for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

Surety waives the provisions of Civil Code Sections 2819 and 2845. Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this

Warranty Bond
Page 1 of 3
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bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

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

Attn: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

This Bond will be governed by California law, and the 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.

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

SURETY:

Principal:

Date: _____

Date: _____

s/ _____

s/ _____

Name: _____

Name: _____

Title: _____

Title: _____

(Attach Acknowledgment with Notary
Seal and Power of Attorney)

APPROVED AS TO FORM:

By: _____
Donald A. Larkin, City Attorney

Date: _____

Warranty Bond
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Version: April 2019

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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)

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

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

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

Warranty Bond
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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 20, 2024 6:00 PM

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

CALL TO ORDER

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

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow called the roll.

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

DECLARATION OF POSTING AGENDA

City Clerk Michelle Bigelow declared the posting of the agenda.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Council Member Martinez Beltran shared that on November 10, she attended the Latina

Coalition brunch to celebrate their 25th anniversary. She also attended the Veterans Day memorial on November 11, an SVCE meeting last week, and a ribbon cutting for the farm workers' housing today. She spent some time at Booksmart on Saturday for their 30th anniversary. On November 15, she attended Philanthropy night and mentioned the art gallery opening last weekend.

CITY MANAGER'S REPORT

City Manager Christina Turner announced that the Morgan Hill Fire Department, in collaboration with Santa Clara County Emergency Medical Services and other key partners, has launched the Santa Clara County 911 Nurse Navigator Program. This program enables community members who call 911 for medical help to quickly receive the appropriate level of care, allowing an alternate method of care for non-life-threatening calls. This will help reduce the demand for 911 emergency services dispatch and speed up the availability of emergency resources. 911 calls will initially be answered by a dispatcher who will assess each situation with care. Life-threatening emergencies will dispatch an immediate emergency response as usual. Non-life-threatening medical calls or those not requiring an in-person response will be transferred to a Nurse Navigator, who can provide rides to medical care or offer medical advice.

She shared that this past weekend, we celebrated the opening of the Fine Art Gallery Downtown—You may now visit the gallery Tuesday through Sunday, 11 am to 6 pm. Today, Royal Oak Village, a farmworker housing project on Watsonville Road and Monterey Road, celebrated its opening. Royal Oak Village consists of 73 affordable apartment units, with 30 dedicated to farmworker families, 18 set aside as Rapid Rehousing (RRH) units for homeless individuals and families, and the rest designated for individuals and families earning up to 50% of Area Median Income (AMI). She mentioned that the Parks and Recreation Division kicked off Winter/Spring 2025 recreational program registration on Monday, November 18. Residents can now review available classes on the City's website. She shared that the Morgan Hill Parks and Recreation invites the Morgan Hill community to participate in a cheerful new tradition! Holiday Lights Morgan Hill. Please visit the city website for those in the community interested in signing up for the holiday home decorating contest. The Entry deadline is 11:59 pm on December 9, 2024.

Additionally, the City encourages residents to join a friendly contest to design a new, water-wise landscape layout. If you win, your landscape design will be installed at the Civic Center Plaza, between this building and City Hall, in 2025! The area is a smaller section of non-functional turf. The contest is open to City of Morgan Hill residents of all ages. No previous landscaping experience is needed. This is a creative contest. The last day to submit design applications is November 25, 2024. You can get more information on the City website. She announced that the City has begun notifying users of the wind-down of the MoGo Transit service. The pilot program was funded through VTA Measure B funds, and unfortunately, the pilot funding will be exhausted by early 2025. More information on the pilot program evaluation is available on the City website. She wished the community a Happy Thanksgiving and mentioned that City offices will be closed Thursday and Friday next week, and the next Council meeting will be on December 4, 2024.

CITY ATTORNEY'S REPORT

None.

OTHER REPORTS

Council Member Librers shared that she attended the SVEDA conference and learned so much about economic development and downtown development. She also attended the grand opening of the art gallery.

PUBLIC COMMENT

Public comment opened at 6:10 p.m.

Mattie Scariot was called to speak.

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

ADOPTION OF AGENDA

MOTION:

Adopting the agenda as posted.

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

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.

Approving consent calendar items 1 through 16.

MOTION:

Approving consent calendar items 1 through 3, 5, 7 through 11, and 13 through 16.

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

NAYS:	None
ABSTAIN:	None
ABSENT:	None

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.

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.

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.

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.

ITEMS PULLED FOR DISCUSSION

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.

City Manager Christina Turner provided a report.

Public comment opened at 6:14 p.m. There being no requests to speak, public comment closed.

MOTION:

Approving the recommended action.

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

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."

City Manager Christina Turner provided a report.

Public comment opened at 6:34 p.m. There being no requests to speak, public comment closed.

MOTION:

Approving the recommended action, including the following edits: add appointed

official to the list of people that the policy applies to, change the Mayor to the Presiding Chair, including the City Attorney's designee, and any Council Member or Commissioner may ask that a warning be issued.

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

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.

Police Chief Palsgrove provided a report. Support Services Manager Sara Tada answered questions.

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

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.

Senior Planner Tiffany Brown and Development Services Director Jennifer Carman provided a presentation and report.

The Mayor and Council Members announced their ex-parte contacts.

The meeting recessed at 7:46 p.m. and reconvened at 7:52 p.m.

The public hearing opened at 7:52 p.m. The following people were called to speak:

Rocke and Glenda Garcia and Ross Doyle (Applicants)

Janel Jannusch

Nancy Rhoads

Joe Machado

Paul Latala

Darcy Foster

Chuck Foster (on behalf of Jennifer Blalack)

Matt Igel

Abigail Reyes Pena

Kathy Becker

Leigh Payne

Liz

Mark Green

LaRene Green

Oleskii Tymoshenko

Abbie Serrano

Tom Tanner

Phillip Dahdouh

John Bonnell
 Annonymous
 Elizabeth Kather (Zoom)
 Gil Chamaki (Zoom)
 Jennifer Holstrom (Zoom)
 David Enney (Zoom)
 Ethan Roberts (Zoom)
 Mei Long (Zoom)
 Rachel Basso (Zoom)
 Kristin (Zoom)
 There being no further requests to speak, the public hearing closed.

MOTION:

Adopting the resolution and directing staff to come back to the council with more information as requested.

RESULT:	Passed
MOVER:	Mayor Pro Tem Librers
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

MOTION:

Waiving the first and second reading of the ordinance.

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

MOTION:

Introducing the ordinance and requesting that the developer consider looking at additional VMT mitigation measures, including bike sharing, e-bikes, bike storage; amend the ordinance to reflect that the 55 affordable by design units are a substantial public benefit that supports the PD zoning.

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

The meeting recessed at 9:45 p.m. and reconvened at 9:52 p.m.

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.

MOTION:

Extending the meeting to 10:30 p.m.

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

Principal Planner Adam Paszkowski provided a presentation and report.

The public hearing opened at 10:12 p.m. The following people were called to speak:

Amanda Santiago
Scott Canel

Yvonne Randolph

There being no further requests to speak, the public hearing closed.

MOTION:

Waiving the first and second reading of the ordinance to include a sentence in the section on the use of in-lieu funds for subsection a - add a preference for local artists.

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

MOTION:

Introducing the ordinance.

RESULT:	Passed
MOVER:	Council Member 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

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.

MOTION:

Extending the meeting to 11:00 p.m. and continuing item 20 to the December 4,

2024, City Council meeting.

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

Public Services Director Chris Ghione provided a report.

Public comment opened at 10:31 p.m. The following people were called to speak:

Nick Gaich

Brian Sullivan

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

MOTION:

Approving the recommended action.

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

20. REVIEW AND APPROVE TRANSPORTATION MASTER PLAN

Recommendation:

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

Item continued to the December 4, 2024 City Council meeting.

FUTURE COUNCIL INITIATED AGENDA ITEMS

Council Member Librers requested 4 way stops at Hill and Barrett, working with the County with lanes/stripping.

Council Member Librers requested a review of the water bottle policy.

Council Member Martinez Beltran requested an item to conduct an AB 1600 nexus study for the VMT mitigation fund.

Council Member Martinez Beltran requested an ordinance that discusses the housing in-lieu fee fund.

CLOSED SESSION

City Attorney Donald Larkin announced the closed session item.

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

Public comment opened at 10:38 p.m. There being no requests to speak, public comment closed.

The meeting adjourned to a closed session at 10:38 p.m.

Council Member Martinez Beltran left at 10:39 p.m.

ADJOURNMENT

There being no further business, Mayor Turner adjourned the meeting at 10:45 p.m.

Minutes Prepared by:

Michelle Bigelow, City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: December 4, 2024

PREPARED BY:

Yat Cho, Senior Project Manager

APPROVED BY: City Manager

APPROVE CHANGE ORDER WITH LARRY S. KENT, INC. DBA KENT CONSTRUCTION TO INSTALL A HAWK SIGNAL FOR BUTTERFIELD FIRE STATION PROJECT IN THE AMOUNT OF \$322,205

RECOMMENDATION(S)

1. Approve and authorize the City Manager to execute a Change Order with Larry S. Kent, Inc. DBA Kent Construction in the amount of \$322,205 for a HAWK signal at the Butterfield Fire Station Project; and
2. Approve and authorize the City Manager to add 10% contingency to the HAWK signal project in the amount of \$32,221.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Fire Services Standards of Coverage

Morgan Hill 2035 General Plan

Public Safety Master Plan

REPORT NARRATIVE:

On June 7, 2023, the City Council awarded the Butterfield Fire Station Project to Larry S. Kent, Inc. DBA Kent Construction in the amount of \$7,956,553 with a contingency of \$795,655 for a total of \$8,752,208. The project's scope of work includes but is not limited to Site demolition of existing flatwork and existing landscaping, installation and construction of a new 6,065 square feet single-story stucco finished wood framed fire station, surrounding site work, ADA parking upgrades, and median enhancements along Butterfield Boulevard to allow for Fire Engines to exit both northbound and southbound traffic from the fire station. Further enhancements through additive alternatives included a covered parking lot, solar on the building roof, solar on the parking lot, concrete hose

drying rack, and a microgrid system.

While the project included the median modification along Butterfield Boulevard for Fire Engine access and the necessary design and construction for the new fire station to work with the HAWK signal, the actual HAWK signal design and construction were not included. Staff began working on the design of the HAWK signal in December 2023, and the design was completed in May 2024. The scope of work for the HAWK signal includes the installation of conduits, signal poles and foundations, a controller cabinet, and other incidental work.

Initially, the construction of the HAWK signal was to be completed as a standalone project. By combining the median modification work with the HAWK signal, there will be a smoother transition to complete the fire station fully, and fewer construction conflicts will be encountered as a combined project. The staff has reviewed the overall cost of this HAWK signal with Kent Construction and finds the proposed cost with contingency to be reasonable. Therefore, staff recommends the approval of this change order with Kent Construction in the amount of \$322,205 with a 10% contingency of \$32,221.

COMMUNITY ENGAGEMENT:

Inform

During construction, staff and contractor will continue to provide regular updates through media, social media, and the City's website.

ALTERNATIVE ACTIONS:

City Council may elect not to approve the change order and direct staff to go through the bidding process for this work. This action will delay the construction of the HAWK signal by four to six months.

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 garden.
- June 7, 2023 - City Council awarded the Butterfield Fire Station project to Larry S. Kent, Inc. DBA Kent Construction in the amount of \$7,956,553.

FISCAL AND RESOURCE IMPACT:

If the proposed change order for the HAWK signal is approved, the overall construction contingency total for the Butterfield Fire Station project will increase from \$795,655 to \$1,150,081 (an increase of \$354,426), bringing the total construction cost for the project, including contingency, to \$9,106,634. There are available funds within the overall Fire Station Project PF2003 for this work, as it was planned and included in the FY2024-25 Capital Improvement Program Budget.

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. Minor Alterations to Land, under this section, covers minor public or private alterations to the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees for forestry or agricultural purposes, including the creation of bicycle lanes on existing right-of-way.



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
CIP Engineering Division**

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BUTTERFIELD FIRE STATION PROJECT



820 410 0 820 1,640 2,460 Feet

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CITY COUNCIL STAFF REPORT

MEETING DATE: December 4, 2024

PREPARED BY:

Dat Nguyen, Finance Director

APPROVED BY: City Manager

RECEIVE MONTHLY BUDGET UPDATE AND OCTOBER 2024 FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION(S)

Accept and file report.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Preserving and Cultivating Public Trust

2024-2025 Strategic Priorities

Fiscal Sustainability

Community Engagement

REPORT NARRATIVE:

As part of the City Council's expectation to maintain a high level of transparency and to be responsible stewards of public funds, staff is providing this monthly budget update, along with the October 2024 financial and investment reports.

October 2024 Financial Report

The Revenue and Expense Summary through October 2024 is included on page 4 of the attached monthly financial and investment reports. Overall, General Fund revenues total \$10.2 million or about 18% of the budget. Expenditures, including encumbrances, amounted to \$22.3 million, of which approximately \$4.6 million is attributable to outstanding encumbrances, compared to prior year expenditures, including encumbrances, of \$20.6 million. This represents an increase of \$1.7 million, including encumbrances, compared to the prior year. Excluding the encumbrances, expenditures increased by about \$1.2 million mainly due to overall cost increases.

Budget Update

Based on the latest forecast provided by the City's sales tax consultant, the City's current fiscal year sales tax revenue estimate, before tax rebates, has been further revised downward to \$12.2 million, a reduction of approximately \$0.7 million from the current year's budget. This decrease is partially attributable to lower tax receipts from vehicle sales. However, staff is not recommending any budget amendments at this time, as it is still early in the fiscal year. Additional time will help ensure a more accurate

assessment of overall revenue performance. Additionally, other revenue items, such as interest income, are anticipated to exceed the budget.

For water revenue, Morgan Hill residents consumed about 9% more water through October compared to the prior three-year average. As such, no revenue stabilization water rate was implemented.

COMMUNITY ENGAGEMENT:

Inform

Finance staff prepares these financial reports to inform City officials, the Council, the community, and various lenders and stakeholders about the financial health of the organization, which assists each one of the interested parties in making sound financial and investment decisions.

ALTERNATIVE ACTIONS:

Not Applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council receives and files the financial and investment report for each month. At the September 16, 2015 meeting, City Council recommended monthly financial and investment reports be agendaized under the Consent Agenda, and quarterly financial and investment reports be presented to City Council as an “Other Business” item.

FISCAL AND RESOURCE IMPACT:

The preparation of the report is a part of the Finance workplan.

CEQA (California Environmental Quality Act):

Not a Project

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

CITY OF MORGAN HILL
Monthly Financial and Investment Reports
October 31, 2024 - 33% of Year Complete



CITY OF MORGAN HILL

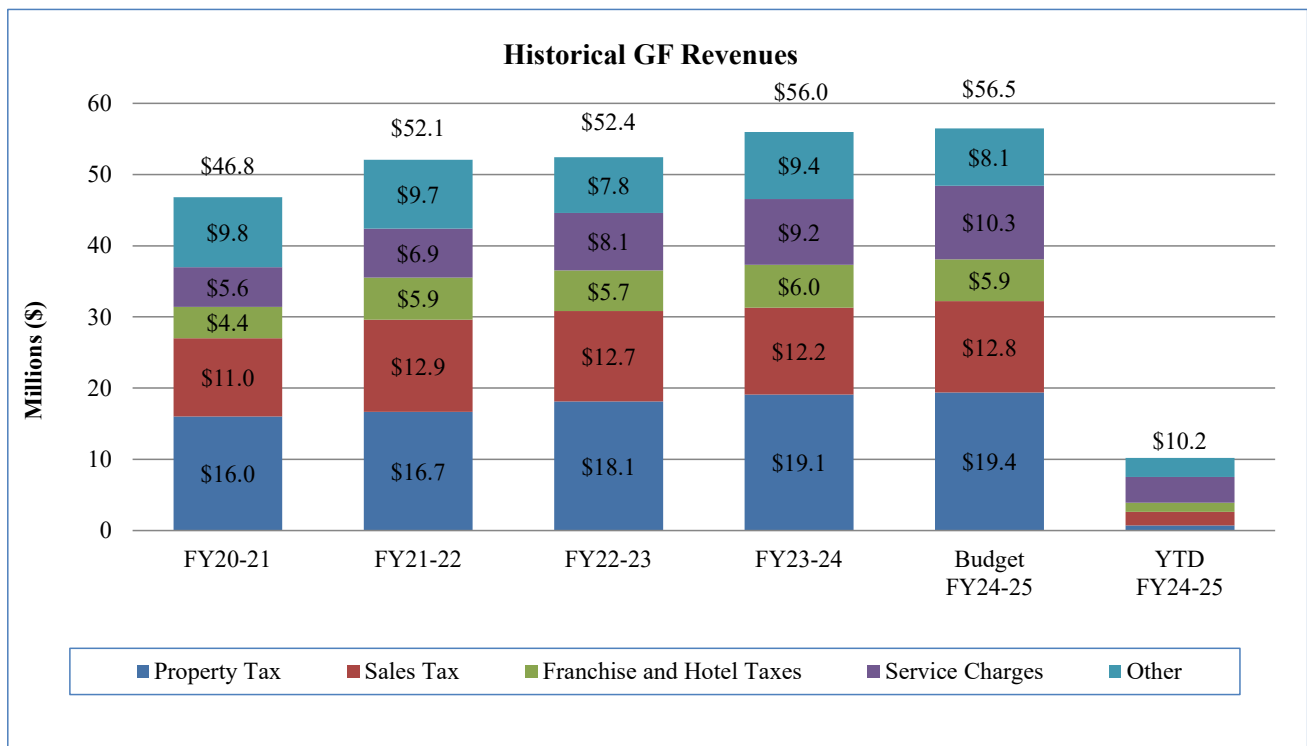
Prepared by:
FINANCE DEPARTMENT



CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2024-25
FOR THE MONTH ENDED OCTOBER 2024 – 33% OF YEAR COMPLETE

- **General Fund** – Revenues through October totaled \$10.2 million, or about 18% of the budgeted amount as some of the major revenue categories such as property tax are received later in the fiscal year. With respect to the property tax revenue forecast, the County estimates the City will receive approximately \$19.9 million in property tax revenue for the current fiscal year, slightly more than the budget of \$19.4 million. However, adjusting for the excess ERAF set aside of 20% or \$0.5 million, the revised property tax revenue matches the budget. As for sales tax, HdL, the City's sales tax consultant, further revised downward the City's current fiscal year sales tax revenue estimate (before tax rebates) to \$12.2 million, a reduction of approximately \$0.7 million from the current year's budget, partially attributable to lower tax receipts from vehicle sales.

The chart below shows historical General Fund revenues by major revenue category from FY20-21 through FY23-24 Actual, FY24-25 Budget, and YTD as of October 31, 2024.



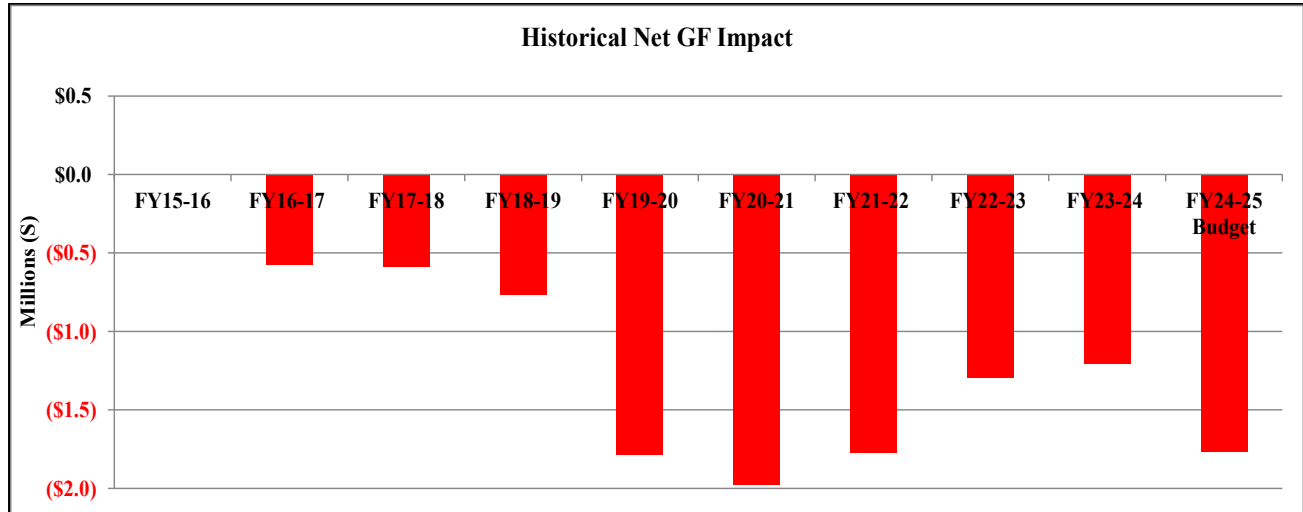
General Fund expenditures and encumbrances through October totaled \$22.3 million, of which approximately \$4.6 million is attributable to outstanding encumbrances, compared to prior year expenditures, including encumbrances, of \$20.6 million. This represents an increase of \$1.7 million, including encumbrances, compared to the prior year. Excluding the encumbrances, expenditures increased by about \$1.2 million mainly due to overall cost increases.

- **Community Services** – The Community Services Department’s recreation operations, as reflected in the schedule presented on page 7 of the Monthly Financial and Investments Reports, shows a negative impact to the General Fund of approximately \$1.4 million as of October 31, 2024. Recreation Services revenues continue to recover from the pandemic and are on target with budget.



CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2024-25
FOR THE MONTH ENDED OCTOBER 2024 – 33% OF YEAR COMPLETE

The chart below shows the historical net impact of Recreation Operations to the general fund.



Due to longstanding governmental accounting and budgeting convention, the City's recreation operations are not charged for indirect costs (known in Morgan Hill as "General Fund Administration") from the central services departments of City Attorney, City Manager, and Administrative Services. The City's other governmental funds, such as Development Services, and the proprietary funds, such as Water and Wastewater, and the Information Services Fund, are assessed such charges through the City's indirect cost allocation plan, prepared in compliance with the guidelines set forth in the Code of Federal Regulations Title 2, Chapter II, Part 200 (formerly OMB Circular No. A-87), which mandates certain calculation and cost allocation practices that must be followed in order to qualify for Federal grant funding, but which also represents best practice for non-grant funded City operations like utilities and information services.

- **Development Services Fund** – Revenues through October totaled \$2.0 million compared to the prior year to date amount of approximately \$1.5 million. Expenditures, including encumbrances, totaled \$2.1 million.
- **Debt Service Funds** – Expenditures through October totaled \$2,636. The debt service for the first half of the year includes both interest and principal, while the second half of the year will include interest only. Debt service payments were all scheduled when the bonds were issued and are budgeted for in the months delineated in the underlying bond documents. The General Fund's portion of the annual debt service payments is approximately \$200,000, less than one percent of the General Fund's budgeted revenues.



CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2024-25
FOR THE MONTH ENDED OCTOBER 2024 – 33% OF YEAR COMPLETE

- **Wastewater Operations** – Revenues through October 31, 2024 totaled \$4.0 million. Expenditures and outstanding encumbrances totaled \$3.6 million or 22% of the budget. The table below shows historical Wastewater Operations revenues and expenditures from FY20-21 through FY23-24 Actual, FY24-25 Budget, and YTD as of October 31, 2024.

(amount in millions)	FY20-21	FY21-22	FY22-23	FY23-24	Budget FY24-25	YTD FY24-25
Revenues	13.3	14.9	15.3	15.2	16.6	4.0
Expenditures	13.3	14.8	16.0	14.9	16.8	3.6
Operating Margin	-	0.1	(0.7)	0.3	(0.2)	0.4
Operating Margin without Encumbrances	-	0.1	(0.7)	0.3	(0.2)	0.4

- **Water Operations** – Water Operations includes Utility Billing, Water Conservation, and Water Operations. Revenues through October 31, 2024 totaled \$6.5 million. Water Operations expenditures, including outstanding encumbrances, totaled \$6.7 million. Morgan Hill residents consumed about 9% more water through October compared to the prior three-year average. As such, no revenue stabilization water rate was implemented. The table below shows Water Operations revenues and expenditures from FY20-21 through FY23-24 Actual, FY24-25 Budget, and YTD as of October 31, 2024.

(amount in millions)	FY20-21	FY21-22	FY22-23	FY23-24	Budget FY24-25	YTD FY24-25
Revenues	16.5	16.0	18.1	18.7	21.5	6.5
Expenditures	16.5	15.2	18.0	19.1	21.6	6.7
Operating Margin	-	0.8	0.1	(0.4)	(0.1)	(0.2)
Operating Margin without Encumbrances	-	0.8	0.1	(0.4)	(0.1)	0.5

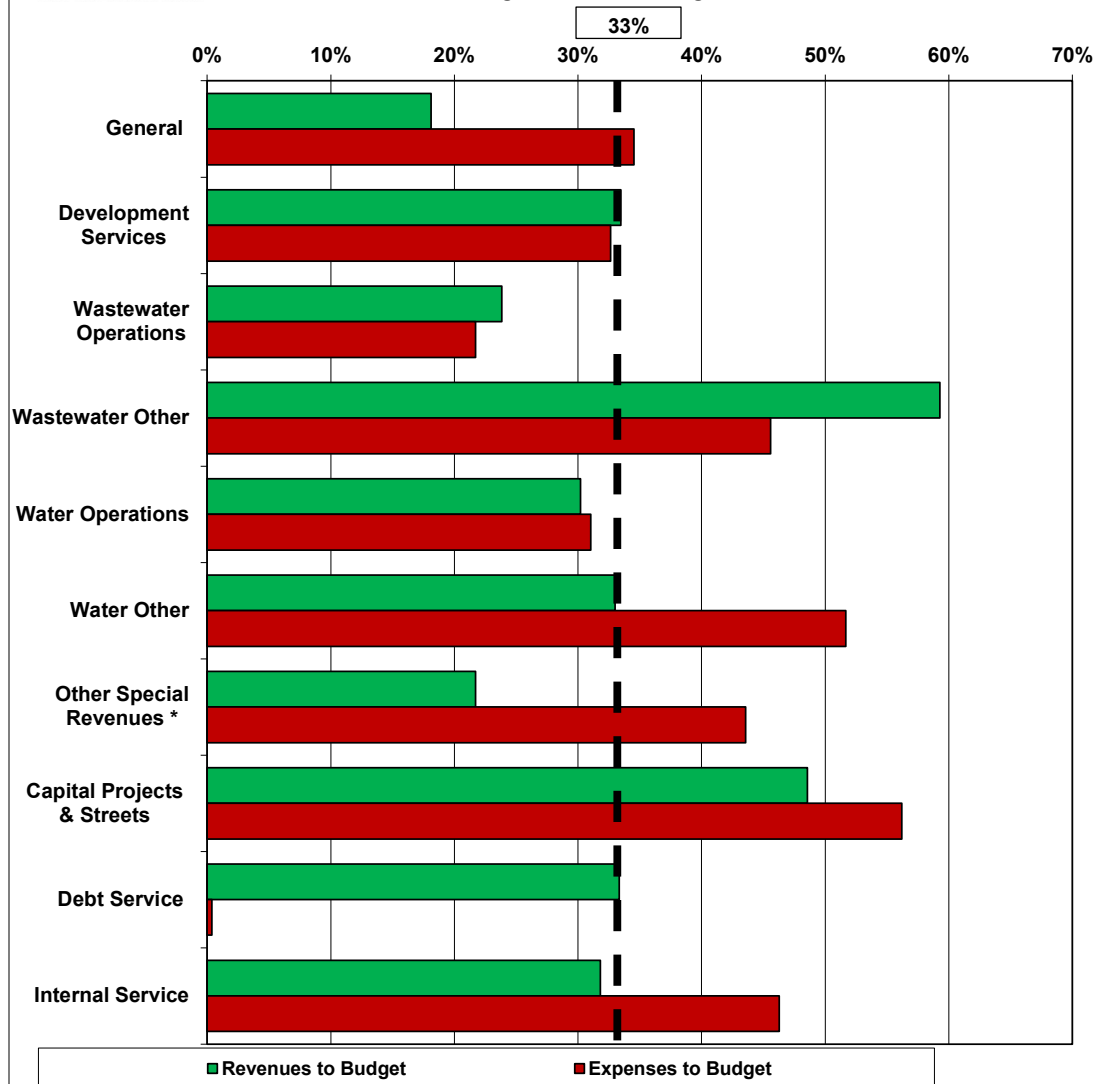
- **Investments** – Five securities were called, and eleven new securities were purchased. Total interest earnings received on investments were \$380,000 during the month.



Morgan Hill YTD Revenue & Expense Summary

October 31, 2024 - 33% of Year Complete

Percentage of Actual to Budget



FUND NAME	REVENUES		EXPENSES	
	ACTUAL	% OF BUDGET	ACTUAL PLUS ENCUMBRANCES	% OF BUDGET
General	\$ 10,234,371	18%	\$ 22,333,605	35%
Development Services	1,993,190	33%	2,088,052	33%
Wastewater Operations	3,965,969	24%	3,645,445	22%
Wastewater Other	10,714,006	59%	8,716,185	46%
Water Operations	6,509,736	30%	6,712,713	31%
Water Other	4,757,864	33%	12,581,657	52%
Other Special Revenues *	1,896,811	22%	5,389,304	44%
Capital Projects & Streets	12,232,067	49%	24,229,994	56%
Debt Service	230,423	33%	2,636	0%
Internal Service	4,607,308	32%	6,515,608	46%
TOTAL FOR ALL FUNDS	\$ 57,141,747	31%	\$ 92,215,199	42%

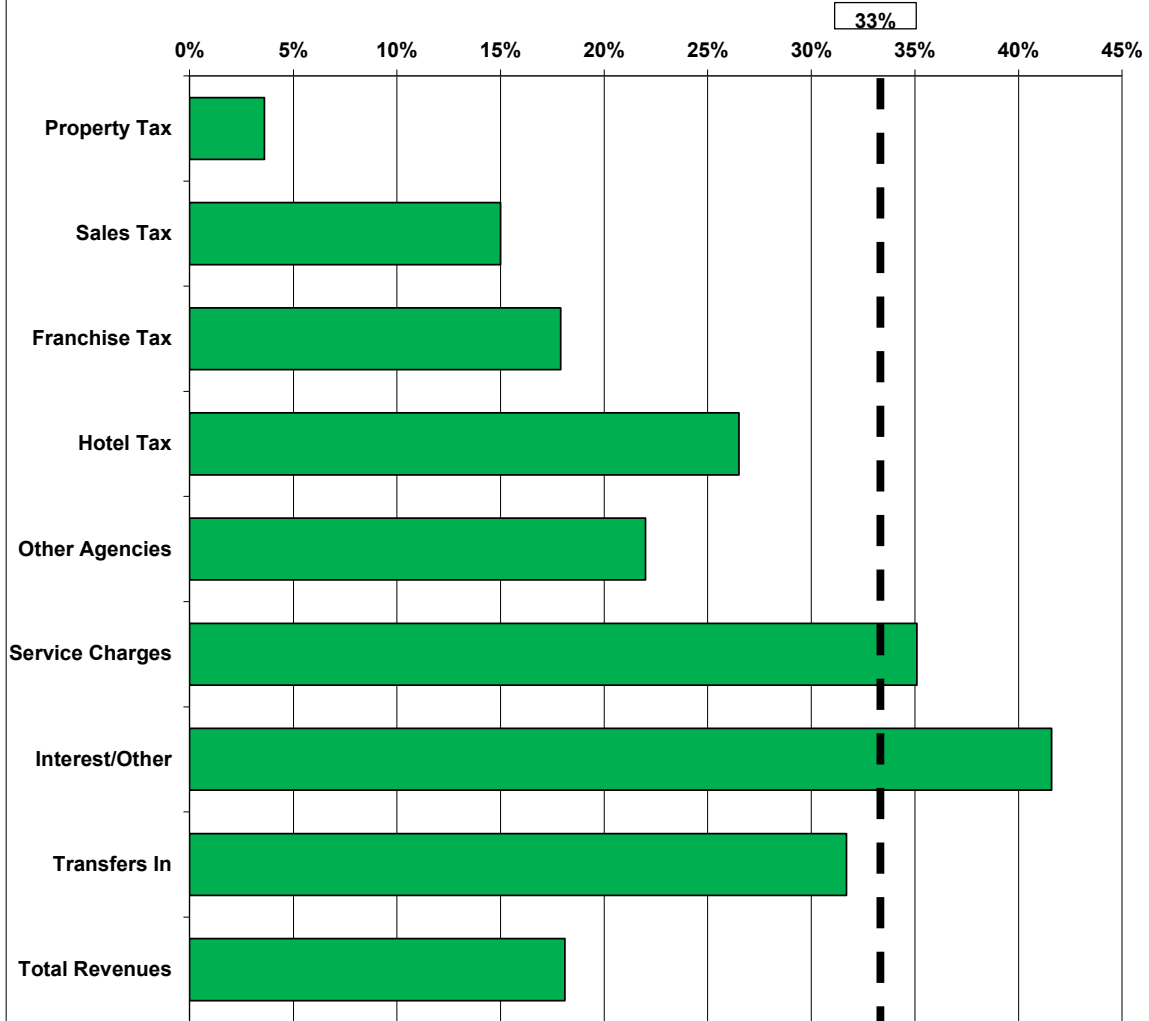
* Includes all Special Revenue Funds except Development Services Fund and Street Funds.



Morgan Hill YTD General Fund Revenues

October 31, 2024 - 33% of Year Complete

Percent of Actual to Budget



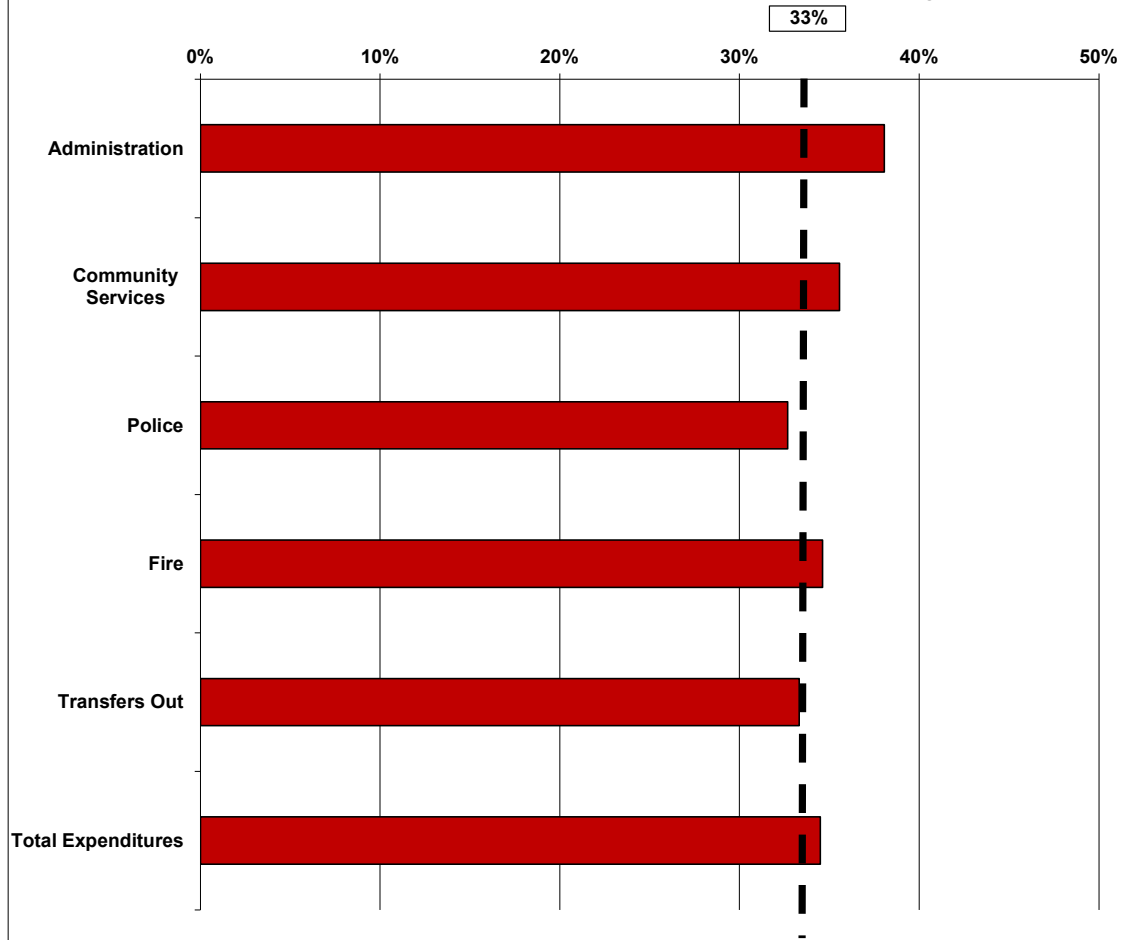
REVENUE CATEGORY	BUDGET	ACTUAL	% OF BUDGET	PRIOR YEAR TO DATE	% CHANGE FROM PRIOR YEAR
Property Tax	\$ 19,411,020	\$ 702,530	4%	\$ 659,718	6%
Sales Tax	12,816,469	1,922,722	15%	2,086,612	-8%
Franchise Tax	3,185,872	568,887	18%	610,729	-7%
Hotel Tax	2,678,000	708,553	27%	714,264	-1%
Other Agencies	1,601,204	352,612	22%	182,976	93%
Service Charges	10,323,751	3,619,842	35%	3,458,705	5%
Interest/Other	3,107,665	1,291,399	42%	875,692	47%
Transfers In	3,365,760	1,067,826	32%	950,463	12%
TOTAL REVENUES	\$ 56,489,742	\$ 10,234,371	18%	\$ 9,539,157	7%



Morgan Hill YTD General Fund Expenditures

October 31, 2024 - 33% of Year Complete

Percent of Actual to Budget



EXPENDITURE CATEGORY	BUDGET	ACTUAL PLUS ENCUMBRANCES	% OF BUDGET	PRIOR YTD PLUS ENCUMBRANCES	% CHANGE FROM PRIOR YEAR
Administration	\$ 7,351,159	\$ 2,797,850	38%	\$ 2,358,649	19%
Community Services	19,922,029	7,088,644	36%	7,060,430	0%
Police	25,598,203	8,366,195	33%	7,438,401	12%
Fire	10,381,160	3,594,839	35%	3,342,624	8%
Transfers Out	1,458,230	486,077	33%	434,589	12%
TOTAL EXPENDITURES	\$ 64,710,781	\$ 22,333,605	35%	\$ 20,634,694	8%

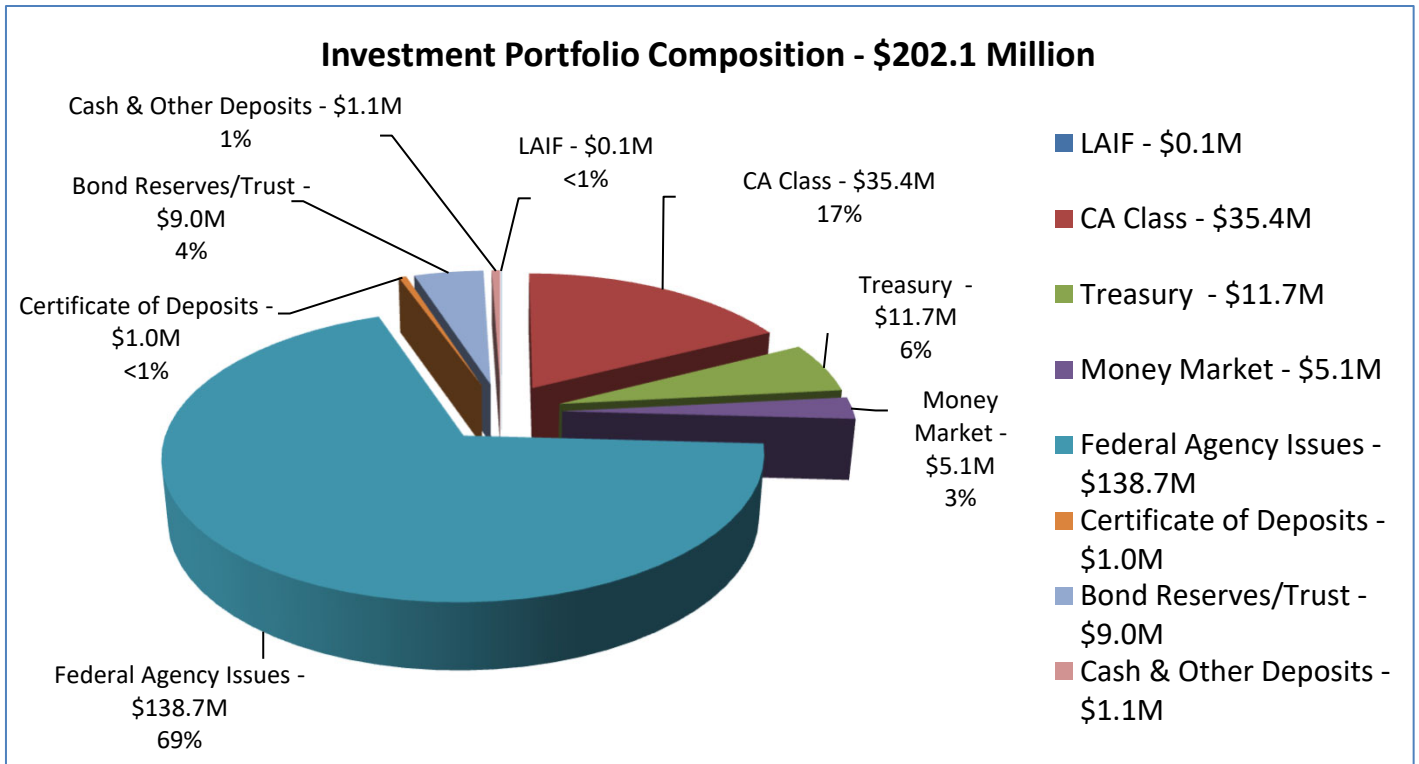


City of Morgan Hill
Recreation Report - Fiscal Year 2024-25
For the Month Ended October 31, 2024
33% of Year Complete

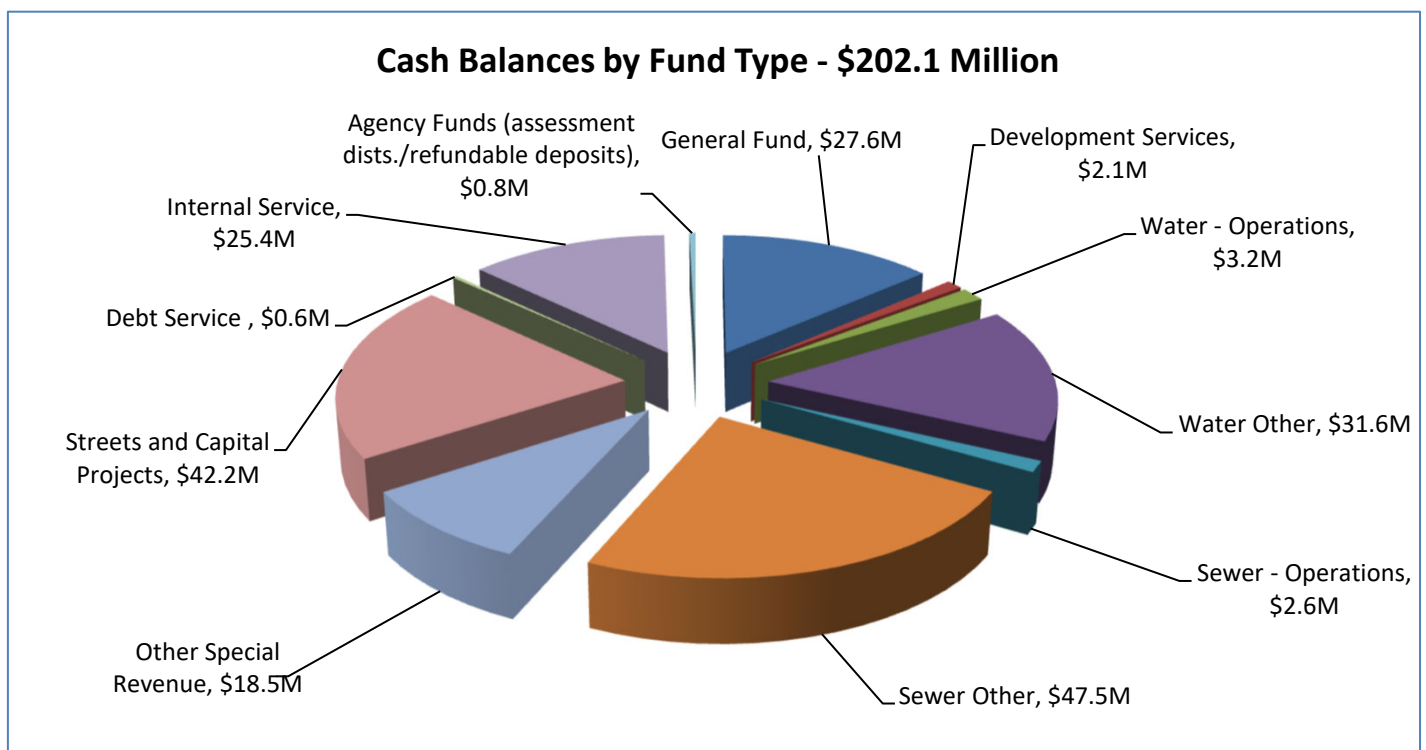
	<u>Budget</u>	<u>October 2024</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues				
Membership Services & Rec Programs	\$ 6,222,399	\$ 479,039	\$ 2,217,915	
Facility Rentals	1,197,395	76,430	518,592	
Community Services	147,498	2,341	27,828	
Transfers in	100,000	6,250	33,333	
Total Revenues	\$ 7,667,292	\$ 564,060	\$ 2,797,668	36%
Less: Expenditures				
Membership & Program Services	\$ 8,040,818	\$ 414,431	\$ 2,384,931	
Facility Rentals	633,051	50,206	173,521	
Community Services	761,973	37,247	174,895	
Total Expenditures	\$ 9,435,843	\$ 501,883	\$ 2,733,346	29%
Net Impact without encumbrances	\$ (1,768,551)	\$ 62,177	\$ 64,322	
Encumbrances	-	-	1,492,579	
Net Impact with encumbrances	\$ (1,768,551)	\$ 62,177	\$(1,428,257)	

City of Morgan Hill Monthly Investment Report - October 31, 2024

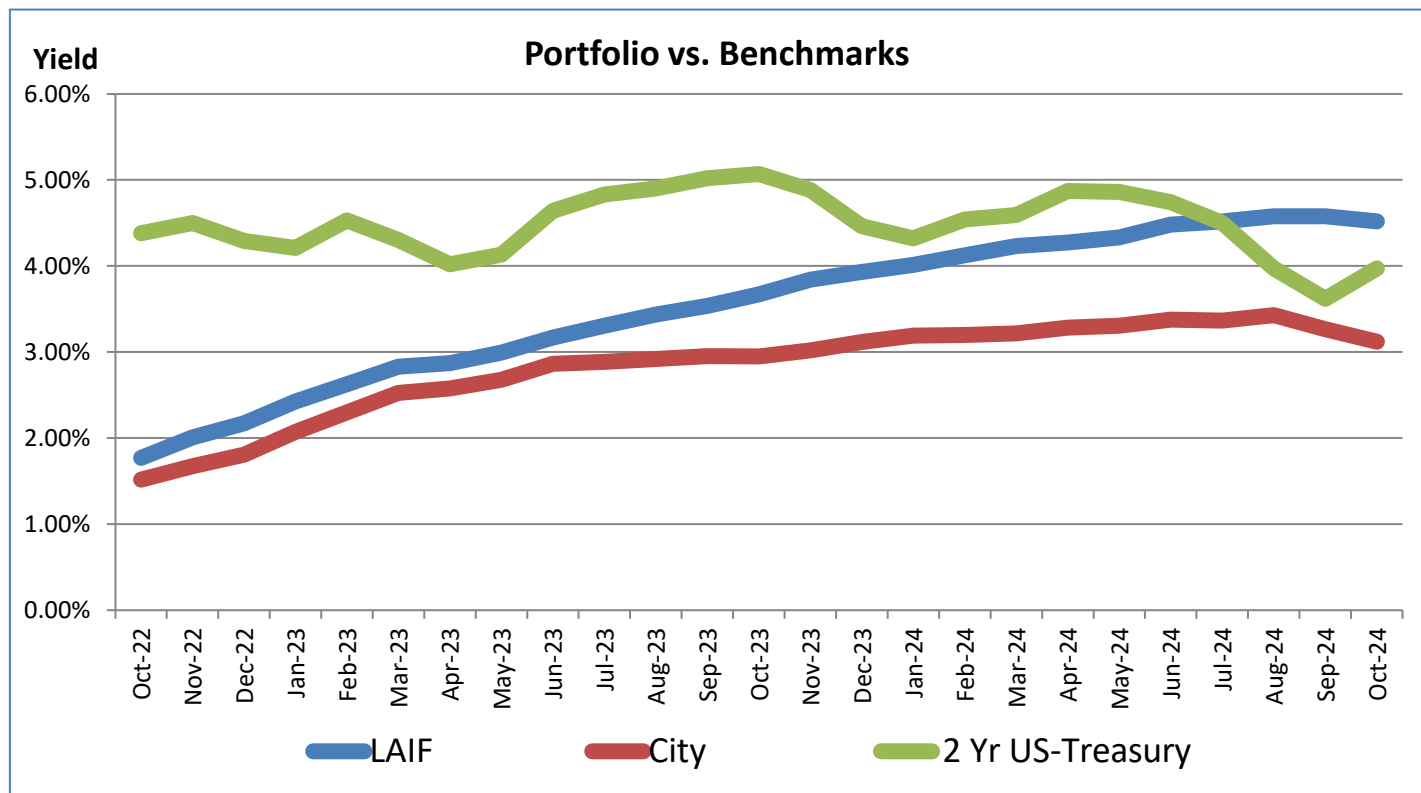
The following are the snapshots of City's investment portfolio as of October 31, 2024. The first chart shows the portfolio composition by investment type:



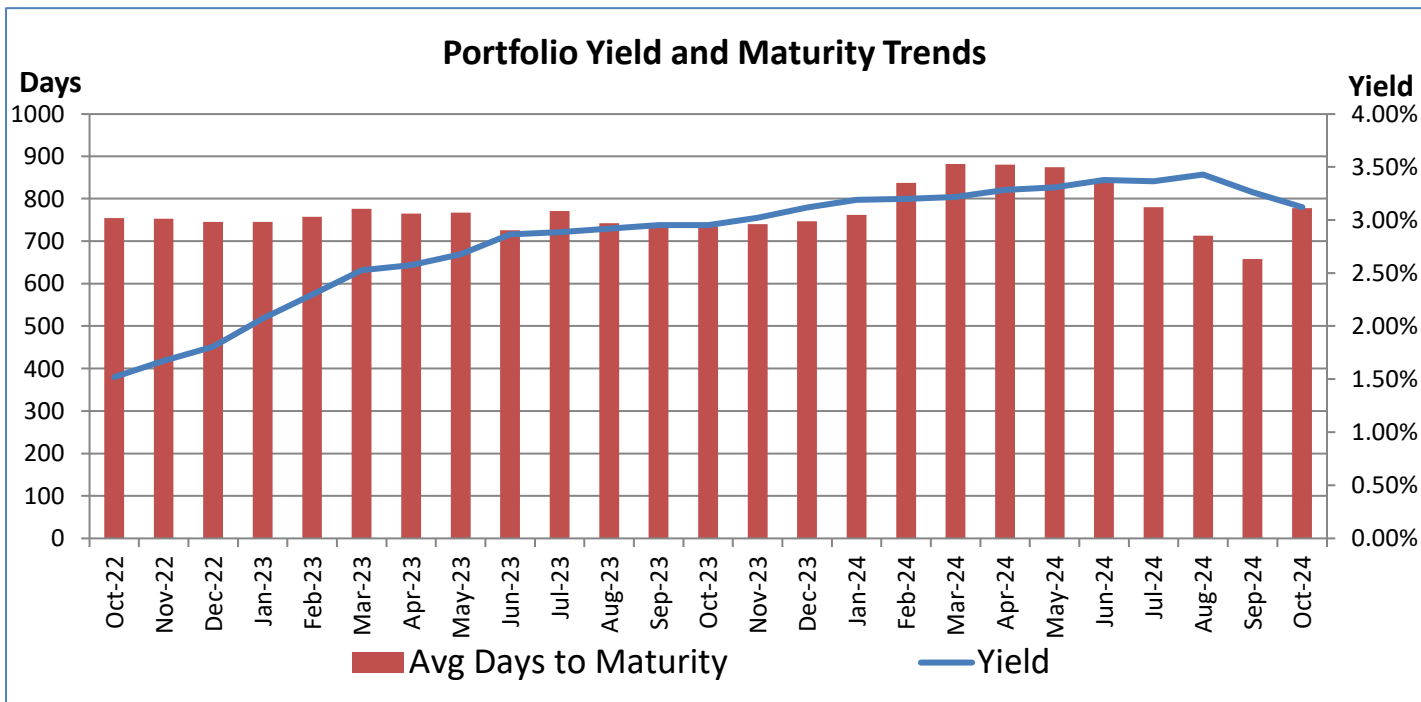
The chart below shows cash balances by fund type reconciled to City's financial system:



The following chart illustrates a yield comparison by month among the City's portfolio, LAIF and 2-Year US Treasury:



The chart below illustrates monthly average days to maturity of the City's portfolio along with the weighted average yield for the past two years:





City of Morgan Hill
Investment Portfolio Detail
As of October 31, 2024

Investment Type	CUSIP	Settlement Date	Cost Value	Book Value	% of Portfolio	Market Value	YTM at Cost	Next Call Date	Date of Maturity
L A I F			\$ 61,817	\$ 61,817	0.0%	\$ 61,944	4.52%		
California C L A S S			35,362,803	35,362,803	17.5%	35,362,803	5.00%		
WFB Money Market			4,560,774	4,560,774	2.3%	4,560,774	4.79%		
US Bank - Portfolio of Securities									
Dreyfus Treasury Agency MM	261908107		561,465	561,465	0.3%	561,465	4.71%		
Treasury Note	91282CCZ2	10/8/2021	1,987,656	1,995,254	1.0%	1,880,080	1.00%	9/30/2026	9/30/2026
Treasury Note	912828U24	6/13/2022	1,904,688	1,956,060	1.0%	1,917,040	3.16%	11/15/2026	11/15/2026
Treasury Note	91282CFL0	9/30/2024	2,031,719	2,031,180	1.0%	1,973,680	3.53%	9/30/2029	9/30/2029
Treasury Note	91282CLL3	10/1/2024	1,994,323	1,991,581	1.0%	1,960,000	3.53%	9/15/2027	9/15/2027
Treasury Note	91282CCV1	10/4/2024	1,822,536	1,823,821	0.9%	1,786,720	3.61%	8/31/2028	8/31/2028
Treasury Note	31282CFJ5	10/7/2024	1,949,794	1,944,165	1.0%	1,909,220	3.76%	8/31/2029	8/31/2029
FFCB Bond	3133ELC28	5/27/2020	2,000,000	2,000,000	1.0%	1,959,280	0.73%	11/5/2024	5/27/2025
FHLMC Bond	3134GVYN2	6/3/2020	2,000,000	2,000,000	1.0%	1,992,620	0.60%	12/3/2024	12/3/2024
FHLMC Bond	3134GWZG4	10/20/2020	2,000,000	2,000,000	1.0%	1,929,060	0.60%	1/20/2025	10/20/2025
FHLMC Bond	3134GW3X2	10/27/2020	2,000,000	2,000,000	1.0%	1,929,420	0.63%	1/27/2025	10/27/2025
FFCB Bond	3133EMFR8	11/3/2020	2,000,000	2,000,000	1.0%	1,923,060	0.54%	11/5/2024	11/3/2025
FNMA Bond	3135GA4P3	11/18/2020	2,000,000	2,000,000	1.0%	1,926,560	0.65%	11/18/2024	11/18/2025
FHLMC Bond	3134GXEJ9	11/24/2020	2,000,000	2,000,000	1.0%	1,923,320	0.64%	11/24/2024	11/24/2025
FFCB Bond	3133EMHF2	11/24/2020	1,000,000	1,000,000	0.5%	962,220	0.60%	11/5/2024	11/24/2025
FHLMC Bond	3134GXCS1	11/25/2020	3,000,000	3,000,000	1.5%	2,887,140	0.63%	11/25/2024	11/25/2025
FHLMC Bond	3134GXFA7	11/30/2020	2,000,000	2,000,000	1.0%	1,925,060	0.65%	11/26/2024	11/26/2025
FFCB Bond	3133EMLC4	12/22/2020	2,000,000	2,000,000	1.0%	1,915,880	0.47%	11/5/2024	12/22/2025
FHLB Bond	3130AKQ74	1/22/2021	2,000,000	2,000,000	1.0%	1,912,440	0.63%	11/22/2024	1/22/2026
FNMA Bond	3135G06R9	1/28/2021	2,000,000	2,000,000	1.0%	1,911,520	0.55%	11/28/2024	1/28/2026
FHLB Bond	3130AKRN8	1/28/2021	2,000,000	2,000,000	1.0%	1,911,840	0.65%	11/28/2024	1/28/2026
FHLB Bond	3130ALCV4	2/24/2021	2,000,000	2,000,000	1.0%	1,909,340	0.75%	11/24/2024	2/24/2026
FHLB Bond	3130ALDB7	2/25/2021	2,000,000	2,000,000	1.0%	1,906,900	0.66%	11/25/2024	2/25/2026
FHLB Bond	3130AKZ25	2/26/2021	2,000,000	2,000,000	1.0%	1,906,460	0.65%	11/26/2024	2/26/2026
FHLB Bond	3130ALGS7	3/10/2021	2,000,000	2,000,000	1.0%	1,908,760	0.85%	12/10/2024	3/10/2026
FHLB Bond	3130ALEP5	3/16/2021	2,000,000	2,000,000	1.0%	1,903,680	0.70%	12/16/2024	3/16/2026
FHLB Bond	3130ALDN1	3/16/2021	2,000,000	2,000,000	1.0%	1,906,320	0.80%	12/16/2024	3/16/2026
FHLB Bond	3130AMNH1	6/9/2021	2,000,000	2,000,000	1.0%	1,899,740	1.08%	11/5/2024	6/9/2026
FHLB Bond	3130AMYJ5	6/30/2021	2,000,000	2,000,000	1.0%	1,893,560	1.00%	12/30/2024	6/30/2026
FHLB Bond	3130AMYP1	7/15/2021	3,000,000	3,000,000	1.5%	2,842,320	1.13%	1/15/2025	7/15/2026
FHLB Bond	3130AMYS5	7/15/2021	2,000,000	2,000,000	1.0%	1,950,700	0.85%	1/15/2025	7/15/2025
FHLB Bond	3130ANJC5	8/26/2021	2,000,000	2,000,000	1.0%	1,880,220	0.80%	8/26/2025	8/26/2026
FHLB Bond	3130ANLW8	8/26/2021	3,000,000	3,000,000	1.5%	2,830,710	1.00%	11/26/2024	8/26/2026
FHLB Bond	3130ANLZ1	8/26/2021	2,000,000	2,000,000	1.0%	1,883,680	0.90%	8/26/2025	8/26/2026
FHLB Bond	3130A8XY4	9/13/2021	2,103,340	2,038,508	1.0%	1,916,880	0.82%	9/11/2026	9/11/2026
FFCB Bond	3133EM4X7	9/28/2021	1,982,960	1,993,603	1.0%	1,880,080	0.98%	9/10/2026	9/10/2026
FHLB Bond	3130APCH6	9/29/2021	3,000,000	3,000,000	1.5%	2,828,880	1.13%	11/5/2024	9/29/2026
FHLB Bond	3130ANZE3	9/30/2021	2,000,000	2,000,000	1.0%	1,878,160	0.88%	9/30/2026	9/30/2026
FHLB Bond	3130AP6N0	9/30/2021	3,000,000	3,000,000	1.5%	2,824,530	1.05%	12/30/2024	9/30/2026
FHLB Bond	3130AP6M2	9/30/2021	3,000,000	3,000,000	1.5%	2,822,910	1.02%	12/30/2024	9/30/2026
FHLB Bond	3130APCG8	10/19/2021	2,000,000	2,000,000	1.0%	1,877,860	1.00%	1/19/2025	10/19/2026
FHLB Bond	3130APNX9	11/18/2021	2,000,000	2,000,000	1.0%	1,883,600	1.30%	11/18/2024	11/18/2026
FHLB Bond	3130AQHU0	1/19/2022	2,000,000	2,000,000	1.0%	1,918,360	1.74%	1/19/2027	1/19/2027
FHLB Bond	3130AQKT9	1/25/2022	2,000,000	2,000,000	1.0%	1,964,520	1.51%	7/25/2025	7/25/2025
FHLB Bond	3130AR4F5	3/10/2022	2,000,000	2,000,000	1.0%	1,994,760	3.48%	12/10/2024	3/10/2027
FHLMC Bond	3134GXUZ5	6/15/2022	2,000,000	2,000,000	1.0%	1,987,500	3.28%	12/15/2025	12/15/2025
FHLB Bond	3130ASPE3	7/28/2022	2,000,000	2,000,000	1.0%	1,992,920	4.30%	1/28/2025	7/28/2027
FHLMCTN Bond	3134GYG22	2/16/2023	3,000,000	3,000,000	1.5%	2,996,010	5.13%	11/16/2024	11/16/2026
FHLMCTN Bond	3134H1QG1	1/26/2024	3,000,000	3,000,000	1.5%	3,005,610	4.66%	1/26/2025	1/26/2029
FHLB Bond	3130AYXA9	2/12/2024	2,000,000	2,000,000	1.0%	1,999,800	5.50%	11/12/2024	2/12/2029
FHLMCTN Bond	3134H1UN1	2/26/2024	1,200,000	1,200,000	0.6%	1,198,512	5.50%	2/26/2025	2/26/2029
FHLMCTN Bond	3134H1UN1	2/26/2024	2,000,000	2,000,000	1.0%	1,997,520	5.50%	2/26/2025	2/26/2029
FHLMCTN Bond	3134H1P56	5/28/2024	2,000,000	2,000,000	1.0%	1,998,540	6.00%	11/25/2024	5/25/2029
FHLB Bond	3130B2Z27	8/1/2024	2,000,000	2,000,000	1.0%	2,000,120	5.55%	1/3/2025	7/30/2029

Investment Type	CUSIP	Settlement Date	Cost Value	Book Value	% of Portfolio	Market Value	YTM at Cost	Next Call Date	Date of Maturity
FHLB Bond	3130B2EG6	8/21/2024	2,000,000	2,000,000	1.0%	1,999,000	5.20%	2/21/2025	8/21/2029
FHLMCMTN Bond	3134HAFW8	8/26/2024	3,002,750	3,000,000	1.5%	2,991,960	5.50%	11/20/2024	8/20/2029
FHLB Bond	3130B2M85	9/6/2024	2,000,000	2,000,000	1.0%	1,999,980	5.20%	12/6/2024	9/6/2029
FHLB Bond	3130B2KZ7	9/11/2024	2,000,000	2,000,000	1.0%	1,998,580	5.00%	3/11/2025	9/11/2029
FHLMCMTN Bond	3134HAKY8	9/13/2024	2,985,210	2,985,604	1.5%	2,935,560	4.11%	12/13/2024	9/13/2029
FHLB Bond	3130B2MK8	9/19/2024	2,000,000	2,000,000	1.0%	1,997,200	5.00%	3/19/2025	9/19/2028
FHLMCMTN Bond	3134HALK7	9/19/2024	3,000,000	3,000,000	1.5%	2,992,770	5.00%	12/19/2024	9/19/2029
FHLB Bond	3130B2P58	9/26/2024	2,003,014	2,000,000	1.0%	1,963,200	3.87%	9/10/2026	9/10/2029
FHLB Bond	3130B2X59	9/27/2024	2,000,000	2,000,000	1.0%	1,969,900	4.00%	9/18/2025	9/18/2028
FHLMCMTN Bond	3134HANZ2	10/1/2024	3,000,000	3,000,000	1.5%	2,996,520	5.00%	11/1/2024	10/1/2029
FHLB Bond	3130B33T8	10/8/2024	2,500,000	2,500,000	1.2%	2,498,400	5.00%	1/2/2025	10/2/2029
FHLB Bond	3130B35N9	10/8/2024	2,000,000	2,000,000	1.0%	1,984,500	4.50%	10/1/2025	10/1/2029
FHLMCMTN Bond	3134HARE5	10/11/2024	2,000,000	2,000,000	1.0%	1,998,580	4.75%	4/11/2025	10/11/2029
FNMA Bond	3135GAW98	10/15/2024	2,000,000	2,000,000	1.0%	1,994,520	5.00%	4/1/2025	10/1/2029
FHLB Bond	3130B36N8	10/15/2024	1,944,000	1,994,053	1.0%	1,971,220	4.32%	4/15/2026	10/15/2029
FHLB Bond	3130B3ER0	10/24/2024	2,000,000	2,000,000	1.0%	2,000,340	5.00%	1/22/2025	10/22/2027
FHLMCMTN Bond	3134HAVE0	10/30/2024	2,000,000	2,000,000	1.0%	1,997,420	5.25%	1/30/2025	10/30/2029
CD - Morgan Stanley Bank	61690DGT9	11/8/2023	250,000	250,000	0.1%	260,295	5.05%	11/8/2028	11/8/2028
CD - Morgan Stanley Private Bank	61768EE82	11/8/2023	250,000	250,000	0.1%	260,295	5.05%	11/8/2028	11/8/2028
CD - American Express	02589AF98	11/8/2023	250,000	250,000	0.1%	259,838	5.00%	11/8/2028	11/8/2028
CD - State Bank India	8562834U7	11/24/2023	250,000	250,000	0.1%	262,828	5.00%	11/24/2028	11/24/2028
Sub Total/Average			\$ 151,973,456	\$ 152,015,295	75.2%	\$ 147,919,992	2.63%		
Total City Managed/Average			\$ 191,958,850	\$ 192,000,689	95.0%	\$ 187,905,514	3.12%		
Bond Reserve Accounts - Held By Trustees			\$ 1,128,146	\$ 1,128,146	0.6%	\$ 1,128,146			
Cash/Deposits			\$ 1,083,218	\$ 1,083,218	0.5%	\$ 1,083,218			
PARS and CALPERS CERBT Trust			\$ 7,887,404	\$ 7,887,404	3.9%	\$ 9,546,206			
GRAND TOTAL/AVERAGE			\$ 202,057,618	\$ 202,099,457	100.0%	\$ 199,663,084			



CITY OF MORGAN HILL CASH AND INVESTMENT REPORT
FOR THE MONTH OF OCTOBER 31, 2024
FOR THE FISCAL YEAR OF 2024-25

	Invested in Fund	Yield	Book Value End of Month	% of Total	Market Value
Investments					
State Treasurer LAIF - City	All Funds Pooled	4.52%	\$ 61,817	0.0%	\$ 61,944
California CLASS	All Funds Pooled	5.00%	35,362,803	17.5%	35,362,803
US Bank - Portfolio of Securities	All Funds Pooled	2.63%	152,015,295	75.2%	147,919,992
WFB MMA	All Funds Pooled	4.79%	4,560,774	2.3%	4,560,774
	SUBTOTAL		\$ 192,000,689	95.0%	\$ 187,905,514
Bond Reserve Accounts - held by trustees					
Zions Bank - Civic Center/Library Facility					
Blackrock Liq Fund	Debt Service	4.93%	249,367	0.1%	249,367
Zions Bank - MH Police Facility Lease Revenue Bonds					
Blackrock Liq Fund	Debt Service	4.93%	317,377	0.2%	317,377
BNY - RDA Bonds					
Dreyfus Cash Mgmt 521	Agency Fund	4.42%	294,661	0.1%	294,661
Zions Bank - Madrone Bus Park Taxable/ Tax Exempt 2015					
Blackrock Liquidity Temp Fund-2015	Agency Fund	4.93%	266,742	0.1%	266,742
	SUBTOTAL		1,128,146	0.6%	1,128,146
Other Cash/Deposits					
General Checking	All Funds		1,037,368	0.5%	1,037,368
Workers' Comp Administrators	Workers' Comp		30,000	0.0%	30,000
Petty Cash & Emergency Cash	General Fund		15,850	0.0%	15,850
CALPERS CERBT - OPEB Trust			5,237,404	2.6%	6,380,475
PARS - PENSION Trust			2,650,000	1.3%	3,165,731
	SUBTOTAL		8,970,622	4.4%	10,629,424
Total Cash and Investments			\$ 202,099,457	100.0%	\$ 199,663,084

CASH ACTIVITY SUMMARY
FY 2024-25

Fund Type	07/01/2023 Balance	Change in Cash Balance	10/31/2024 Balance
General Fund	\$ 30,617,860	\$ (2,993,401)	\$ 27,624,459
Development Services	1,939,319	186,297	2,125,616
Water - Operations	2,386,837	781,883	3,168,720
Water Other	27,894,107	3,683,943	31,578,050
Sewer - Operations	1,178,576	1,441,277	2,619,853
Sewer Other	41,964,736	5,521,654	47,486,389
Other Special Revenue	17,038,062	1,445,157	18,483,219
Streets and Capital Projects	39,467,115	2,791,240	42,258,355
Debt Service	346,933	227,786	574,720
Internal Service	27,935,786	(2,560,698)	25,375,088
Agency Funds (assessment dists./refundable deposits)	7,240,095	(6,435,108)	804,986
Total	\$ 198,009,426	\$ 4,090,031	\$ 202,099,457

Note: See Investment Portfolio Detail for maturities of "Investments." Market values are obtained from the City's investment brokers' monthly reports.

I certify that information on the investment report has been reconciled to the general ledger and bank statements and that there are sufficient funds to meet the expenditure requirements of the City for the next six months. The portfolio is in compliance with the City of Morgan Hill Investment Policy and all State laws and regulations.

Prepared by:


 Gina Nazareno, Senior Accountant

Approved by:



Reviewed by:


 Dat Nguyen, Finance Director

Caitlin Jachimowicz, Treasurer



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2024-25
For the Month Ended October 31, 2024
33% of Year Complete

	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
010 GENERAL FUND							
TAXES							
Property Tax - Secured/Unsecured	\$ 16,210,880	16,210,880	\$ 667,779	4%	\$ 617,874	\$ 49,906	8%
Property Tax - RPTTF Residual Distribution	2,895,920	2,895,920	-	n/a	-	-	n/a
Property Tax - Supplemental Roll	304,220	304,220	34,751	11%	41,844	(7,093)	-17%
Sales Tax	12,352,215	12,352,215	1,888,580	15%	2,017,523	(128,942)	-6%
Public Safety Sales Tax	464,254	464,254	34,141	7%	69,089	(34,948)	-51%
Transient Occupancy Taxes	2,678,000	2,678,000	708,553	26%	714,264	(5,710)	-1%
Franchise (Refuse ,Cable ,PG&E)	3,185,872	3,185,872	568,887	18%	610,729	(41,842)	-7%
Property Transfer Tax	600,000	600,000	162,431	27%	118,882	43,549	37%
TOTAL TAXES	38,691,361	38,691,361	4,065,123	11%	4,190,204	(125,080)	-3%
LICENSES/PERMITS							
Business License	200,000	200,000	178,678	89%	152,263	26,415	17%
Other Permits	80,750	80,750	35,220	44%	12,726	22,494	177%
TOTAL LICENSES/PERMITS	280,750	280,750	213,898	76%	164,990	48,909	30%
FINES AND PENALTIES							
Parking Enforcement	9,800	9,800	3,166	32%	3,594	(428)	-12%
Bails & Fines	55,000	55,000	7,757	14%	18,190	(10,434)	-57%
Administrative Citations	20,000	20,000	11,675	58%	15,733	(4,058)	-26%
TOTAL FINES AND PENALTIES	84,800	84,800	22,597	27%	37,517	(14,920)	-40%
OTHER AGENCIES							
Motor Vehicle in-Lieu	61,800	61,800	-	n/a	-	-	n/a
Other Revenue - Other Agencies	1,332,381	1,601,204	352,612	22%	182,976	169,636	93%
TOTAL OTHER AGENCIES	1,394,181	1,663,004	352,612	21%	182,976	169,636	93%
CHARGES CURRENT SERVICES							
Police False Alarm Charge	33,500	33,500	9,394	28%	9,936	(542)	-5%
Business License Application Review	82,400	82,400	18,470	22%	59,194	(40,725)	-69%
Membership Services & Rec Programs	6,222,399	6,222,399	2,217,915	36%	2,098,498	119,417	6%
Facility Rentals	1,197,395	1,197,395	518,592	43%	482,401	36,191	8%
Community Services	147,498	147,498	27,828	19%	9,980	17,848	179%
General Administration Overhead	1,756,111	1,756,111	560,970	32%	590,706	(29,736)	-5%
Other Charges Current Services	884,448	884,448	266,673	30%	207,989	58,684	28%
TOTAL CURRENT SERVICES	10,323,751	10,323,751	3,619,842	35%	3,458,705	161,137	5%
OTHER REVENUE							
Use of money/property	1,375,045	1,375,045	638,681	46%	459,330	179,351	39%
Other Revenues	705,270	705,270	253,791	36%	94,973	158,817	167%
TOTAL OTHER REVENUE	2,080,315	2,080,315	892,472	43%	554,303	338,169	61%
TRANSFERS IN							
One Time Transfer	165,000	165,000	55,000	33%	60,000	(5,000)	-8%
Public Safety Facilities Fund	50,000	50,000	16,667	33%	16,667	-	0%
Supplemental Law Enforcement Fund	100,000	100,000	33,333	33%	-	33,333	n/a
Countywide Solid Waste	540,328	540,328	180,109	33%	124,333	55,776	45%
Streets	851,932	851,932	229,884	27%	218,096	11,788	5%
Park Maintenance	650,000	650,000	216,667	33%	216,667	-	n/a
Sewer Operations	413,700	413,700	137,900	33%	131,333	6,567	5%
Water Operations	413,700	413,700	137,900	33%	131,333	6,567	5%
Open Space	81,100	81,100	27,033	33%	27,033	-	n/a
Park Development	100,000	100,000	33,333	33%	25,000	8,333	33%
TOTAL TRANSFERS IN	3,365,760	3,365,760	1,067,826	32%	950,463	117,364	12%
TOTAL GENERAL FUND	56,220,919	56,489,742	10,234,371	18%	9,539,157	695,214	7%
SPECIAL REVENUE FUNDS							
202 STREET MAINTENANCE							
Gas Tax 2105 - 2107.5	851,932	851,932	227,612	27%	216,741	10,872	5%
Interest / Other Revenue/Other Charges	2,135	2,135	2,272	106%	1,355	917	68%
202 STREET MAINTENANCE	854,067	854,067	229,884	27%	218,096	11,788	5%



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2024-25
For the Month Ended October 31, 2024
33% of Year Complete

	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
SPECIAL REVENUE FUNDS							
205 SUPPLEMENTAL LAW ENFORCEMENT FUND							
Interest Income	12,957	12,957	5,940	46%	2,940	2,999	102%
Police Grant/SLEF/JAG	100,000	100,000	102,997	103%	94,492	8,505	9%
205 SUPPLEMENTAL LAW ENFORCEMENT FUND	112,957	112,957	108,936	96%	97,433	11,504	12%
206 DEVELOPMENT SERVICES							
Building Fees	3,510,850	3,510,850	1,268,826	36%	1,017,076	251,750	25%
Planning Fees	954,276	954,276	353,652	37%	223,249	130,403	58%
Engineering Fees	942,327	942,327	296,858	32%	170,406	126,452	74%
Other Revenue/Current Charges	550,599	550,599	73,854	13%	52,442	21,412	41%
206 DEVELOPMENT SERVICES	5,958,052	5,958,052	1,993,190	33%	1,463,173	530,017	36%
207 LONG RANGE PLANNING	1,751,005	1,751,005	281,241	16%	251,314	29,927	12%
215 and 216 HCD BLOCK GRANT							
Interest Income/Other Revenue	1,161	1,161	1,018	88%	564	454	80%
215 and 216 HCD BLOCK GRANT	1,161	1,161	1,018	88%	564	454	80%
225 ASSET SEIZURE	2,807	2,807	1,553	55%	865	688	79%
229 LIGHTING AND LANDSCAPE	206,415	206,415	3,485	2%	1,906	1,579	83%
230 COMMUNITY FACILITIES DISTRICT	28,828	28,828	2,465	9%	1,337	1,128	84%
232 ENVIRONMENTAL PROGRAMS	501,236	501,236	158,300	32%	190,211	(31,912)	-17%
234 MOBILE HOME PARK RENT STAB.	2,872	2,872	1,196	42%	644	552	86%
236 HOUSING MITIGATION	2,762,629	2,762,629	668,438	24%	699,116	(30,678)	-4%
240 EMPLOYEE ASSISTANCE	1,297	1,297	2,413	186%	2,686	(273)	-10%
246 COUNTYWIDE SOLID WASTE	2,279,503	2,279,503	432,896	19%	526,793	(93,897)	-18%
247 ENVIRONMENT REMEDIATION	-	-	-	n/a	1,188	(1,188)	-100%
255 HOUSING SUCCESSOR AGENCY	463,881	463,881	234,870	51%	92,668	142,203	153%
260 PUBLIC ART	1,411	1,411	-	n/a	-	-	n/a
TOTAL SPECIAL REVENUE FUNDS	14,928,122	14,928,122	4,119,886	28%	3,547,995	571,891	16%
CAPITAL PROJECTS FUNDS							
301 PARK DEVELOPMENT	1,999,271	1,999,271	1,762,018	88%	144,019	1,618,000	1123%
302 PARK MAINTENANCE	15,507	15,507	41,435	267%	31,003	10,431	34%
303 LOCAL DRAINAGE	1,424,799	1,424,799	348,467	24%	211,245	137,222	65%
304 LOCAL DRAINAGE/NON AB1600	251,296	251,296	92,791	37%	11,974	80,817	675%
306 AGRICULTURE & OPEN SPACE PRESERVATION	18,459	18,459	399,457	2164%	52,690	346,767	658%
308 STREET CIP	3,886,877	3,886,877	1,165,999	30%	782,439	383,560	49%
309 TRAFFIC IMPACT	4,753,292	4,753,292	1,741,079	37%	191,304	1,549,775	810%
315 PUBLIC SAFETY FACILITIES IMPACT	4,703,214	4,703,214	1,567,822	33%	121,539	1,446,283	1190%
346 PUBLIC FACILITIES NON-AB1600	189,832	189,832	37,861	20%	124,605	(86,744)	-70%
347 PUBLIC FACILITIES IMPACT	451,223	451,223	304,883	68%	35,309	269,574	763%
348 LIBRARY	1,414,286	1,414,286	1,242,884	88%	111,604	1,131,280	1014%
350 UNDERGROUNDING	74,302	74,302	26,851	36%	14,497	12,355	85%
355 SCHOOL PEDESTRIAN/TRAFFIC SAFETY	-	-	-	n/a	752	(752)	-100%
360 COMMUNITY/REC IMPACT FUND	2,501,528	2,501,528	2,040,164	82%	192,904	1,847,260	958%
375 QUIMBY FEE	2,650,042	2,650,042	1,230,471	46%	790,728	439,743	56%
TOTAL CAPITAL PROJECTS FUNDS	24,333,927	24,333,927	12,002,183	49%	2,816,614	9,185,569	326%
DEBT SERVICE FUNDS							
420 CIVIC CENTER DEBT	300,467	300,467	100,930	34%	98,741	2,189	2%
441 POLICE FACILITY BOND	390,939	390,939	129,493	33%	129,863	(370)	0%
TOTAL DEBT SERVICE FUNDS	691,406	691,406	230,423	33%	228,604	1,819	1%



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2024-25
For the Month Ended October 31, 2024
33% of Year Complete

	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
ENTERPRISE FUNDS							
640 WASTEWATER OPERATION							
Sewer Service Fees	16,100,000	16,100,000	3,846,496	24%	3,758,590	87,906	2%
Interest Income/Transfers	141,661	141,661	32,421	23%	16,312	16,110	99%
Other Revenue/Current Charges	397,200	397,200	87,052	22%	79,490	7,562	10%
640 WASTEWATER OPERATION	16,638,861	16,638,861	3,965,969	24%	3,854,392	111,577	3%
641 WASTEWATER EXPANSION							
Interest Income	275,047	275,047	325,214	118%	189,751	135,462	71%
Development Impact Fee	11,546,118	11,546,118	7,858,725	68%	713,863	7,144,862	1001%
Transfer From-643 (Sewer Replacement)	-	-	-	n/a	-	-	n/a
641 WASTEWATER EXPANSION	11,821,165	11,821,165	8,183,939	69%	903,614	7,280,325	806%
642 WASTEWATER RATE STABILIZATION	108,613	108,613	47,219	43%	89,165	(41,947)	-47%
643 WASTEWATER CAPITAL PROJECT	6,149,134	6,149,134	2,482,849	40%	1,843,439	639,410	35%
TOTAL SEWER FUNDS	34,717,773	34,717,773	14,679,976	42%	6,690,611	7,989,365	119%
650 WATER OPERATION							
Water Sales	19,620,000	19,620,000	5,780,917	29%	5,162,321	618,596	12%
Meter Install & Service	107,000	107,000	46,797	44%	46,653	144	0%
Transfers-In / Interest Income	894,617	894,617	219,601	25%	223,717	(4,116)	-2%
Other Revenue/Current Charges	926,109	926,109	462,420	50%	209,638	252,782	121%
650 WATER OPERATION	21,547,726	21,547,726	6,509,736	30%	5,642,330	867,406	15%
651 WATER EXPANSION							
Interest Income/Other Revenue/Transfer	92,467	92,467	67,601	73%	26,361	41,239	156%
Development Impact Fee	3,829,384	3,829,384	2,359,538	62%	179,424	2,180,114	1215%
651 WATER EXPANSION	3,921,851	3,921,851	2,427,139	62%	205,785	2,221,353	1079%
652 WATER RATE STABILIZATION	115,840	115,840	51,183	44%	28,382	22,802	80%
653 WATER CAPITAL PROJECT	10,380,062	10,380,062	2,279,542	22%	2,429,112	(149,570)	-6%
TOTAL WATER FUNDS	35,965,479	35,965,479	11,267,600	31%	8,305,609	2,961,991	36%
TOTAL ENTERPRISE FUNDS	70,683,252	70,683,252	25,947,576	37%	14,996,220	10,951,356	73%
INTERNAL SERVICE FUNDS							
730 INFORMATION SYSTEMS	2,883,241	2,883,241	963,626	33%	836,303	127,323	15%
740 BUILDING MAINTENANCE	1,421,485	1,421,485	475,330	33%	558,962	(83,632)	-15%
741 BUILDING REPLACEMENT	1,041,905	1,041,905	369,163	35%	314,259	54,904	17%
745 CIP ADMINISTRATION	2,582,015	2,582,015	634,017	25%	388,245	245,772	63%
760 UNEMPLOYMENT INSURANCE	10,206	10,206	4,175	41%	2,453	1,721	70%
770 WORKERS COMPENSATION	1,157,705	1,157,705	317,963	27%	289,431	28,532	10%
790 EQUIPMENT REPLACEMENT	1,680,580	1,680,580	621,963	37%	437,073	184,890	42%
791 EMPLOYEE BENEFITS	1,183,215	1,183,215	383,657	32%	284,566	99,091	35%
795 GENERAL LIABILITY INSURANCE	2,519,216	2,519,216	837,414	33%	703,534	133,880	19%
TOTAL INTERNAL SERVICE FUNDS	14,479,568	14,479,568	4,607,308	32%	3,814,827	792,481	21%
TOTAL FOR ALL FUNDS	\$ 181,337,194	\$ 181,606,017	\$ 57,141,747	31%	\$ 34,943,417	\$ 22,198,330	64%



City of Morgan Hill
Year to Date Expenses - Fiscal Year 2024-25
For the Month Ended October 31, 2024
33% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIOR YTD
010 GENERAL FUND								
I. ADMINISTRATION								
	CITY COUNCIL	\$ 15,824	\$ 520,395	\$ 169,080	\$ -	\$ 169,080	32%	\$ 117,409
	CITY ATTORNEY	76,198	1,134,397	296,051	93,607	389,657	34%	262,799
	CITY MANAGER	46,270	1,007,624	153,415	11,261	164,676	16%	209,381
	HUMAN RESOURCES	88,420	1,087,175	346,895	-	346,895	32%	261,282
	COUNCIL SVCS & RECORDS MGMT							
	Council Svcs & Records Mgmt	47,319	609,913	166,875	-	166,875	27%	174,222
	Elections	2,707	354,364	2,338	-	2,338	1%	9,382
	COUNCIL SVCS & RECORDS MGMT	50,027	964,277	169,213	-	169,213	18%	183,603
	FINANCE	158,349	2,637,291	588,356	969,975	1,558,330	59%	632,432
	TOTAL ADMINISTRATION	435,088	7,351,159	1,723,008	1,074,842	2,797,850	38%	1,666,906
II. COMMUNITY SERVICES								
	Membership Services & Rec. Programs	414,431	8,040,818	2,384,931	1,365,376	3,750,307	47%	2,241,372
	Recreation Facility Rentals	50,206	633,051	173,521	56,140	229,661	36%	176,374
	Innovative Transit	33,164	590,944	174,655	290,352	465,008	79%	171,881
	Community Services	37,247	761,973	174,895	71,063	245,957	32%	163,488
	Park Maintenance	86,154	1,472,380	321,276	16,903	338,179	23%	339,777
	Environmental Services	45,198	1,067,544	182,086	13,954	196,041	18%	108,935
	Countywide Solid Waste Program	40,898	540,327	144,572	-	144,572	27%	120,248
	Street Maintenance	237,018	3,511,464	838,983	13,398	852,381	24%	677,960
	Downtown Maintenance	26,196	378,065	72,367	16,047	88,414	23%	78,482
	PD Building Maintenance	57,176	664,355	153,360	45,214	198,574	30%	78,482
	Cable Television	7,544	91,234	29,944	-	29,944	33%	28,878
	COMMUNITY SERVICES	1,035,232	17,752,155	4,650,590	1,888,448	6,539,038	37%	4,185,877
	CODE COMPLIANCE	31,164	405,637	115,778	-	115,778	29%	58,720
	INFRASTRUCTURE PLANNING & CONGESTION MGMT	34,833	555,166	120,949	-	120,949	22%	99,287
	ECONOMIC DEVELOPMENT PROGRAMS	67,200	1,209,072	251,039	61,841	312,880	26%	330,380
	TOTAL COMMUNITY SERVICES	1,168,429	19,922,029	5,138,356	1,950,288	7,088,644	36%	4,674,263
III. PUBLIC SAFETY								
	POLICE							
	PD Administration	134,999	2,296,286	543,683	50,000	593,683	26%	463,594
	Field Operations	1,032,202	13,884,900	3,428,250	861,098	4,289,348	31%	3,506,151
	Support Services	201,098	2,556,380	805,842	593,800	1,399,642	55%	919,002
	Emergency Services/Haz Mat	18,831	275,047	71,857	-	71,857	26%	66,356
	Special Operations	339,712	4,244,340	1,331,938	-	1,331,938	31%	1,198,225
	Dispatch Services	184,687	2,341,249	679,725	-	679,725	29%	609,898
	POLICE	1,911,529	25,598,203	6,861,297	1,504,898	8,366,195	33%	6,763,226
	FIRE	777,253	10,381,160	3,526,559	68,280	3,594,839	35%	3,042,698
	TOTAL PUBLIC SAFETY	2,688,782	35,979,363	10,387,856	1,573,178	11,961,034	33%	9,805,923
IV. TRANSFERS								
	Other	121,519	1,458,230	486,077	-	486,077	33%	434,589
	TOTAL TRANSFERS	121,519	1,458,230	486,077	-	486,077	33%	434,589
	TOTAL GENERAL FUND	4,413,818	64,710,781	17,735,297	4,598,308	22,333,605	35%	16,581,681



City of Morgan Hill
Year to Date Expenses - Fiscal Year 2024-25
For the Month Ended October 31, 2024
33% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIOR YTD
SPECIAL REVENUE FUNDS								
202	STREET MAINTENANCE	454	857,383	231,701	-	231,701	27%	219,827
205	PUBLIC SAFETY/SUPP.LAW	113	101,354	33,784	-	33,784	33%	430
206	DEVELOPMENT SERVICES FUND							
	Planning	127,364	1,700,561	475,914	1,183	477,097	28%	522,959
	Building	201,735	3,055,890	777,063	158,394	935,457	31%	751,488
	Engineering	114,148	1,644,092	445,174	230,325	675,499	41%	523,084
206	DEVELOPMENT SERVICES FUND	443,247	6,400,543	1,698,151	389,901	2,088,052	33%	1,797,530
207	LONG RANGE PLANNING	67,360	3,125,686	264,666	1,000,000	1,264,666	40%	269,971
215/216	CDBG	7	87	29	-	29	33%	28
225	ASSET SEIZURE	68	821	274	-	274	33%	261
229	LIGHTING AND LANDSCAPE	16,201	212,191	53,707	24,723	78,430	37%	42,667
230	COMMUNITY FACILITIES DISTRICT	1,559	23,511	7,906	-	7,906	34%	10,475
232	ENVIRONMENT PROGRAMS	32,432	453,818	119,355	8,492	127,847	28%	128,544
234	MOBILE HOME PARK	79	952	317	-	317	33%	302
236	HOUSING MITIGATION	224,975	2,214,529	404,804	758,552	1,163,356	53%	254,888
240	EMPLOYEE ASSISTANCE	3,583	20,993	3,831	-	3,831	18%	2,315
246	COUNTYWIDE SOLID WASTE PROGRAM	287,383	2,648,132	519,597	1,463,470	1,983,067	75%	262,418
255	HOUSING SUCCESSOR AGENCY	77,361	1,319,931	456,770	266,875	723,645	55%	424,947
260	PUBLIC ART	575	16,306	2,152	-	2,152	13%	-
TOTAL SPECIAL REVENUE FUNDS		1,155,397	17,396,238	3,797,044	3,912,013	7,709,057	44%	3,414,603
CAPITAL PROJECT FUNDS								
301	PARK DEVELOPMENT	142,475	3,460,007	425,893	175,918	601,811	17%	349,861
302	PARK MAINTENANCE	54,167	650,000	218,257	-	218,257	34%	216,956
303	LOCAL DRAINAGE	2,735	4,481,065	12,332	1,296,068	1,308,400	29%	223,438
304	LOCAL DRAIN. NON-AB1600	21,769	505,176	30,329	-	30,329	6%	20,310
306	AGRICULTURE & OPEN SPACE PRESERVATION	10,680	128,157	42,719	-	42,719	33%	32,533
308	STREET CIP	84,594	4,992,517	2,237,249	2,289,634	4,526,883	91%	1,642,347
309	TRAFFIC IMPACT	78,772	4,593,527	361,473	2,972,773	3,334,246	73%	188,472
315	PUBLIC SAFETY FACILITIES IMPACT	1,927,919	8,993,315	3,036,558	4,303,281	7,339,839	82%	293,047
346	PUBLIC FAC.NON AB1600	401	1,652,085	19,930	65,744	85,674	5%	50,825
347	PUBLIC FACILITIES IMPACT	2,458	1,444,333	352,531	1,010,368	1,362,899	94%	69,759
348	LIBRARY IMPACT	226,135	2,713,615	904,538	-	904,538	33%	74,116
350	UNDERGROUNDING	103	401,505	411	-	411	0%	392
355	SCHOOL PEDESTRIAN & TRAFFIC SAFETY	-	-	-	-	-	n/a	16,949
360	COMM/REC CENTER IMPACT	1,398	1,430,662	230,204	333,784	563,988	39%	92,245
375	QUIMBY FEE	3,750	6,807,980	1,042,818	2,635,480	3,678,298	54%	15,184
TOTAL CAPITAL PROJECTS FUNDS		2,557,354	42,253,945	8,915,243	15,083,050	23,998,293	57%	3,286,435
DEBT SERVICE FUNDS								
420	CIVIC CENTER DEBT	284	291,714	1,134	-	1,134	0%	1,080
441	POLICE FACILITY BOND DEBT	375	385,093	1,502	-	1,502	0%	1,430
TOTAL DEBT SERVICE FUNDS		659	676,807	2,636	-	2,636	0%	2,510



City of Morgan Hill
Year to Date Expenses - Fiscal Year 2024-25
For the Month Ended October 31, 2024
33% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIOR YTD
ENTERPRISE FUNDS								
SEWER								
640	WASTEWATER OPERATIONS	921,074	16,796,487	3,603,436	42,009	3,645,445	22%	4,342,110
641	WASTEWATER CAPITAL EXPANSION	135,268	7,897,156	2,085,182	1,096,690	3,181,872	40%	473,128
642	WASTEWATER RATE STABILIZATION	164	1,966	655	-	655	33%	624
643	WASTEWATER CAPITAL PROJECTS	121,881	11,224,791	1,625,033	3,908,625	5,533,657	49%	1,182,047
TOTAL SEWER FUND(S)		1,178,386	35,920,399	7,314,306	5,047,324	12,361,630	34%	5,997,908
WATER								
	Water Operations	1,825,487	19,715,654	5,533,333	636,531	6,169,864	31%	5,411,057
	Utility Billing	95,648	1,502,560	362,390	48,232	410,621	27%	283,377
	Water Conservation	52,492	416,169	112,939	19,288	132,227	32%	90,324
650	WATER OPERATIONS	1,973,627	21,634,383	6,008,662	704,051	6,712,713	31%	5,784,758
651	WATER CAPITAL EXPANSION	60,679	4,406,112	247,649	3,124,242	3,371,891	77%	243,097
652	WATER RATE STABILIZATION	123	1,473	491	-	491	33%	468
653	WATER-CAPITAL PROJECTS	7,736	19,944,363	532,122	8,677,153	9,209,275	46%	600,418
TOTAL WATER FUND(S)		2,042,165	45,986,331	6,788,924	12,505,446	19,294,370	42%	6,628,740
TOTAL ENTERPRISE FUNDS		3,220,551	81,906,730	14,103,229	17,552,770	31,656,000	39%	12,626,648
INTERNAL SERVICE FUNDS								
730	INFORMATION SYSTEMS	139,647	2,961,976	823,472	63,637	887,109	30%	825,101
740	BUILDING MAINTENANCE	91,184	1,506,259	413,703	88,367	502,069	33%	440,035
741	BUILDING REPLACEMENT	199,576	1,351,684	593,386	160,300	753,687	56%	31,730
745	CIP ADMINISTRATION	185,660	2,584,581	697,570	5,276	702,846	27%	535,241
760	UNEMPLOYMENT	-	15,000	3,922	-	3,922	26%	11,826
770	WORKERS COMPENSATION	29,651	946,245	675,846	-	675,846	71%	609,012
790	EQUIPMENT REPLACEMENT	189,281	1,302,421	717,328	96,547	813,875	62%	77,219
791	EMPLOYEE BENEFITS FUND	2,369	1,000,000	132,783	-	132,783	13%	90,740
795	GEN. LIABILITY INSURANCE	8,741	2,411,618	2,043,472	-	2,043,472	85%	2,298,709
TOTAL INTERNAL SERVICE FUNDS		846,109	14,079,784	6,101,481	414,128	6,515,608	46%	4,919,613
REPORT TOTAL		\$ 12,193,888	\$ 221,024,285	\$ 50,654,929	\$ 41,560,269	\$ 92,215,199	42%	\$ 40,831,490



City of Morgan Hill
Fund Activity Summary - Fiscal Year 2024-25
For the Month Ended October 31, 2024
33% of Year Complete

Fund No.	Fund Description	Beginning Fund Balance 07-01-24	Revenues		Expenses		Year to-Date Deficit or Carryover	Preliminary Ending Fund Balance	
			YTD Actual	% of Budget	YTD Actual	% of Budget		Reserved ¹	Unreserved
010	GENERAL FUND	\$ 31,122,294	\$ 10,234,371	18%	\$ 17,735,297	27%	\$ (7,500,926)	\$ 4,598,308	\$ 19,023,060
TOTAL GENERAL FUND		\$ 31,122,294	\$ 10,234,371	18%	\$ 17,735,297	27%	\$ (7,500,926)	\$ 4,598,308	\$ 19,023,060
202	STREET MAINTENANCE	72,734	\$ 229,884	27%	\$ 231,701	25%	\$ (1,817)	\$ -	\$ 70,917
205	PUBLIC SAFETY/SUPPL. LAW	415,174	108,936	96%	33,784	27%	75,152	-	490,326
206	DEVELOPMENT SERVICES	(1,144,436)	1,993,190	33%	1,698,151	27%	295,040	389,901	(1,239,298)
207	LONG RANGE PLANNING	1,306,215	281,241	16%	264,666	8%	16,575	1,000,000	322,790
215 / 216	CDBG	32,500	1,018	88%	29	33%	989	-	33,489
225	ASSET SEIZURE	104,495	1,553	55%	274	33%	1,279	-	105,774
229	LIGHTING AND LANDSCAPE	216,005	3,485	2%	53,707	25%	(50,222)	24,723	141,060
230	COMMUNITY FACILITIES DISTRICT	162,519	2,465	9%	7,906	34%	(5,440)	-	157,079
232	ENVIRONMENTAL PROGRAMS	488,875	158,300	32%	119,355	26%	38,945	8,492	519,328
234	MOBILE HOME PK RENT STAB.	81,475	1,196	42%	317	33%	879	-	82,354
235	SENIOR HOUSING	245,426	-	n/a	-	n/a	-	-	245,426
236	HOUSING MITIGATION	7,932,027	668,438	24%	404,804	18%	263,633	758,552	7,437,108
240	EMPLOYEE ASSISTANCE	62,481	2,413	186%	3,831	18%	(1,418)	-	61,063
246	COUNTYWIDE SOLID WASTE	323,153	432,896	n/a	519,597	20%	(86,701)	1,463,470	(1,227,018)
247	ENVIRONMENT REMEDIATION	-	-	n/a	-	n/a	-	-	-
255	HOUSING SUCCESSOR AGENCY	3,818,193	234,870	51%	456,770	35%	(221,900)	266,875	3,329,418
TOTAL SPECIAL REVENUE FUNDS		\$ 14,116,836	\$ 4,119,886	28%	\$ 3,797,044	22%	\$ 322,842	\$ 3,912,013	\$ 10,527,665
301	PARK DEV. IMPACT FUND	\$ 2,008,148	\$ 1,762,018	88%	\$ 425,893	12%	\$ 1,336,125	\$ 175,918	\$ 3,168,356
302	PARK MAINTENANCE	2,489,205	41,435	267%	218,257	34%	(176,823)	-	2,312,382
303	LOCAL DRAINAGE	9,621,788	348,467	24%	12,332	0%	336,135	1,296,068	8,661,855
304	LOCAL DRAINAGE/NON-AB1600	1,233,420	92,791	37%	30,329	6%	62,462	-	1,295,882
306	AG. AND OPEN SPACE PRESERVATION	672,578	399,457	2164%	42,719	33%	356,738	-	1,029,316
308	STREET CIP	4,287,249	1,165,999	30%	2,237,249	45%	(1,071,250)	2,289,634	926,365
309	TRAFFIC IMPACT FUND	3,808,198	1,741,079	37%	361,473	8%	1,379,606	2,972,773	2,215,031
315	PUBLIC SAFETY FACILITIES IMPACT	(1,553,435)	1,567,822	33%	3,036,558	34%	(1,468,736)	4,303,281	(7,325,452)
346	PUBLIC FACILITIES NON-AB1600	2,184,388	37,861	20%	19,930	1%	17,931	65,744	2,136,575
347	PUBLIC FACILITIES IMPACT FUND	1,328,671	304,883	68%	352,531	24%	(47,647)	1,010,368	270,656
348	LIBRARY IMPACT FUND	2,254,117	1,242,884	88%	904,538	33%	338,346	-	2,592,463
350	UNDERGROUNDING	1,768,551	26,851	36%	411	0%	26,440	-	1,794,991
355	SCHOOL PEDESTRIAN/TRAFFIC SFTY	-	-	n/a	-	n/a	-	-	-
360	COMM/REC CTR IMPACT FUND	2,297,534	2,040,164	82%	230,204	16%	1,809,960	333,784	3,773,710
375	QUIMBY FEE	3,984,952	1,230,471	46%	1,042,818	15%	187,653	2,635,480	1,537,125
TOTAL CAPITAL PROJECT FUNDS		\$ 36,385,364	\$ 12,002,183	49%	\$ 8,915,243	21%	\$ 3,086,940	\$ 15,083,050	\$ 24,389,254
420	CIVIC CENTER DEBT	\$ 183,038	\$ 100,930	34%	\$ 1,134	0%	\$ 99,796	\$ 249,367	\$ 33,467
441	POLICE FACILITY BOND DEBT	163,896	129,493	33%	1,502	0%	127,992	317,377	(25,489)
TOTAL DEBT SERVICE FUNDS		\$ 346,934	\$ 230,423	33%	\$ 2,636	0%	\$ 227,787	\$ 566,743	\$ 7,978
640	WASTEWATER OPERATIONS	\$ 3,983,038	\$ 3,965,969	24%	\$ 3,603,436	21%	\$ 362,533	42,009	4,303,562
641	WASTEWATER IMPACT FUND*	18,629,828	8,183,939	69%	2,085,182	26%	6,098,757	1,096,690	23,631,894
642	WASTEWATER RATE STABILIZATION	3,121,932	47,219	43%	655	33%	46,563	-	3,168,495
643	WASTEWATER CAPITAL PROJECTS	17,703,049	2,482,849	40%	1,625,033	14%	857,817	3,908,625	14,652,241
650	WATER OPERATIONS	4,083,455	6,509,736	30%	6,008,662	28%	501,074	704,051	3,880,478
651	WATER IMPACT FUND*	3,852,318	2,427,139	62%	247,649	6%	2,179,490	3,124,242	2,907,566
652	WATER RATE STABILIZATION	3,337,806	51,183	44%	491	33%	50,692	-	3,388,498
653	WATER -CAPITAL PROJECT	18,694,610	2,279,542	22%	532,122	3%	1,747,421	8,677,153	11,764,877
TOTAL ENTERPRISE FUNDS		\$ 73,406,036	\$ 25,947,576	37%	\$ 14,103,229	17%	\$ 11,844,347	\$ 17,552,770	\$ 67,697,612
730	INFORMATION SERVICES	\$ 656,565	\$ 963,626	33%	\$ 823,472	28%	\$ 140,154	\$ 63,637	\$ 733,082
740	BUILDING MAINTENANCE	94,619	475,330	33%	413,703	27%	61,628	88,367	67,880
741	BUILDING REPLACEMENT	5,083,004	369,163	35%	593,386	44%	(224,223)	160,300	4,698,481
745	CIP ENGINEERING	8,329	634,017	25%	697,570	27%	(63,553)	5,276	(60,500)
760	UNEMPLOYMENT	284,229	4,175	41%	3,922	26%	253	-	284,482
770	WORKERS COMPENSATION	2,381,319	317,963	27%	675,846	71%	(357,882)	30,000	1,993,437
790	EQUIPMENT REPLACEMENT	8,727,549	621,963	37%	717,328	55%	(95,365)	96,547	8,535,636
791	EMPLOYEE BENEFITS FUNDS	26,248	383,657	32%	132,783	13%	250,874	-	277,122
795	GEN. LIABILITY INSURANCE	984,307	837,414	33%	2,043,472	85%	(1,206,058)	-	(221,751)
TOTAL INTERNAL SERVICE FUNDS		\$ 18,246,169	\$ 4,607,308	32%	\$ 6,101,481	43%	\$ (1,494,172)	\$ 444,128	\$ 16,307,869

 CITY OF MORGAN HILL City of Morgan Hill Fund Activity Summary - Fiscal Year 2024-25 For the Month Ended October 31, 2024 33% of Year Complete								
Beginning Fund Balance 07-01-24	Revenues		Expenses		Year to-Date Deficit or Carryover	Preliminary Ending Fund Balance		
	YTD Actual	% of Budget	YTD Actual	% of Budget		Reserved ¹	Unreserved	

SUMMARY BY FUND TYPE

GENERAL FUND GROUP	\$ 31,122,294	\$ 10,234,371	18%	\$ 17,735,297	27%	\$ (7,500,926)	\$ 4,598,308	\$ 19,023,060
SPECIAL REVENUE GROUP	14,116,836	4,119,886	28%	3,797,044	22%	322,842	3,912,013	10,527,665
DEBT SERVICE GROUP	346,934	230,423	33%	2,636	0%	227,787	566,743	7,978
CAPITAL PROJECTS GROUP	36,385,364	12,002,183	49%	8,915,243	21%	3,086,940	15,083,050	24,389,254
ENTERPRISE GROUP	73,406,036	25,947,576	37%	14,103,229	17%	11,844,347	17,552,770	67,697,612
INTERNAL SERVICE GROUP	18,246,169	4,607,308	32%	6,101,481	43%	(1,494,172)	444,128	16,307,869
TOTAL ALL GROUPS	\$ 173,623,633	\$ 57,141,747	31%	\$ 50,654,929	23%	\$ 6,486,818	\$ 42,157,012	\$ 137,953,438

For Enterprise Funds: Unrestricted fund balance = Fund balance net of fixed assets and long-term liabilities.

*Unreserved fund balance includes bond proceeds reserved for projects listed in bond documents.

¹ Amount restricted for encumbrances, fixed asset replacement, long-term receivables, and bond reserves.

CITY COUNCIL STAFF REPORT

MEETING DATE: December 4, 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.

Item # 20

AGENDA DATE: 11/20/2024
SUPPLEMENT # 1

From: [Michelle Bigelow](#)
To: [Kim Mancera](#)
Cc: [Christina Turner](#)
Subject: FW: [EXTERNAL] Transportation Master Plan Comment
Date: Monday, November 18, 2024 11:24:15 AM

Supplement

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

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

D: 408.310.4678 **O:** 408.779.7259
michelle.bigelow@morganhill.ca.gov
morganhill.ca.gov | [facebook](#) | [twitter](#)

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From: Robert Barker <room5liveson@gmail.com>
Sent: Saturday, November 16, 2024 9:32 AM
To: Transportation Master Plan <TMP@morganhill.ca.gov>
Cc: reelectmarkturnerformayor@gmail.com; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; CityCouncil <CityCouncil@morganhill.ca.gov>
Subject: [EXTERNAL] Transportation Master Plan Comment

To Whom It May Concern,

As a recent arrival to Morgan Hill (2018), my family and I have thoroughly enjoyed living in this community. We are residents of District D. And we are here to stay.

However, like many of us, I work far from home. I am a high school teacher in Los Altos, and even with my EV, it can take 90 minutes to drive home, often with the last 30 minutes consisting of stop-and-go traffic along the Coyote Creek stretch of 101. Getting off on Bailey and using Santa Teresa sometimes mitigates things, but in recent years, that route is just as overcrowded and slow (albeit prettier).

All to say, we desperately need more trains that can handle commuters traveling up and down the Peninsula. I know MH is only one of many players in this space and the real recalcitrance is on the part of Caltrain and the other regional transportation entities, but I am writing to urge our community to be more vocal and proactive in trying to increase the number of trains available to commuters in the morning and afternoon.

It is not feasible for myself and others to rely on two possible trains to hop on in the morning or get home from the Mountain View Castro Street station in the afternoon. The margin for error is too small. So most of us don't risk a scenario where we miss the last and only way to get home to our families if our day is running longer than usual.

With so many workers moving to the South Bay, including thousands of tech workers whose jobs are on the Peninsula, I am dismayed that California hasn't done more. I'm not talking about a billion dollar bullet train, just much more frequency, which any first-class region of the country deserves and many have.

Is our city council or chamber of commerce working on this? Is there anything I can do as a community member? I would be happy to join any task force, committee, governmental or otherwise, to push for more trains.

Thank you for listening.

Robert Barker
818.468.5430

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From: Christina Turner

To: Michelle Bigelow

Subject: Wednesday, November 20, 2024 City Council Meeting Questions

Supplement for Item 20 - REVIEW AND APPROVE TRANSPORTATION MASTER PLAN

Date: Monday, November 18, 2024

Staff Report: 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.

Question: Can you be more specific as to the need for the traffic engineers position as it relates to the initiatives that the city does not have today. Are some of these initiatives required or critical?

Response: This was a recommendation by the Planning Commission, they did not speak to specific initiatives, it was recommended by a commissioner and included in the approval recommendation motion. From the perspective of City Staff, this type of position could support almost all the initiatives outlined but would be most needed for initiatives 8, 10, 11, 15, 17, 18, 19, 21. It would also be very supportive in the planning and design of the capital projects outlined in the Plan.

Staff Report: 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.

Question: What do you mean by intersection operation losses?

Response: Intersection operations losses mean traffic will become more congested at intersections. For example, removing right turn lanes will shrink crossings at intersections making them safer for bikes and pedestrians, but cause more traffic congestion by slowing down the flow of vehicles making right hand turns.

From: [Christina Turner](#)
To: [CityClerk](#)
Cc: [Chris Ghione](#); [Edith Ramirez](#)
Subject: FW: [EXTERNAL] Transportation Master Plan Comment
Date: Tuesday, November 19, 2024 5:33:37 PM

Please supplement.

From: Chris Ghione <Chris.Ghione@morganhill.ca.gov>
Sent: Tuesday, November 19, 2024 2:14 PM
To: Robert Barker <room5liveson@gmail.com>
Cc: Christina Turner <Christina.Turner@morganhill.ca.gov>; Edith Ramirez <Edith.Ramirez@morganhill.ca.gov>
Subject: RE: [EXTERNAL] Transportation Master Plan Comment

Hello Robert,

Thank you for these comments. The City of Morgan Hill staff and elected officials agree with you on the need for more service. The City of Morgan Hill partnering with the City of Gilroy were successful in advocating for a fourth train, which was successfully added last year by Caltrain. This addition took many years to achieve with the funding for it starting with the 2016 VTA Measure B. We know this is not enough for the service to be reliable, but are continuing to advocate, while at the same time trying to promote use to our residents. Higher ridership of existing trains would also be helpful in justifying the greater need here in South County. I would encourage you and other residents to continue to support elected officials and City staff by advocating to Caltrain and the VTA on this enhanced service.

We would be happy to discuss more if this is helpful.

Chris

Chris Ghione
Public Services Director
[Engage With Us!](#)

City of Morgan Hill
Community Services, Engineering and Utilities
17575 Peak Avenue, Morgan Hill, California, USA 95037

P: 408.782.9154 | **C:** 408.427.6196
chris.ghione@morganhill.ca.gov
morganhill.ca.gov | [facebook](#) | [twitter](#)

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From: Robert Barker <room5liveson@gmail.com>
Sent: Saturday, November 16, 2024 9:32 AM
To: Transportation Master Plan <TMP@morganhill.ca.gov>
Cc: reelectmarkturnerformayor@gmail.com; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; CityCouncil <CityCouncil@morganhill.ca.gov>
Subject: [EXTERNAL] Transportation Master Plan Comment

To Whom It May Concern,

As a recent arrival to Morgan Hill (2018), my family and I have thoroughly enjoyed living in this community. We are residents of District D. And we are here to stay.

However, like many of us, I work far from home. I am a high school teacher in Los Altos, and even with my EV, it can take 90 minutes to drive home, often with the last 30 minutes consisting of stop-and-go traffic along the Coyote Creek stretch of 101. Getting off on Bailey and using Santa Teresa sometimes mitigates things, but in recent years, that route is just as overcrowded and slow (albeit prettier).

All to say, we desperately need more trains that can handle commuters traveling up and down the Peninsula. I know MH is only one of many players in this space and the real recalcitrance is on the part of Caltrain and the other regional transportation entities, but I am writing to urge our community to be more vocal and proactive in trying to increase the number of trains available to commuters in the morning and afternoon.

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With so many workers moving to the South Bay, including thousands of tech workers whose jobs are on the Peninsula, I am dismayed that California hasn't done more. I'm not talking about a billion dollar bullet train, just much more frequency, which any first-class region of the country deserves and many have.

Is our city council or chamber of commerce working on this? Is there anything I can do as a community member? I would be happy to join any task force, committee, governmental or otherwise, to push for more trains.

Thank you for listening.

Robert Barker
818.468.5430

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November 19, 2024

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

Attn: Chris Ghione
By Email: chris.ghione@morganhill.ca.gov

Dear Chris,

VTA appreciates the opportunity to comment on Morgan Hill's Draft Transportation Master Plan. VTA has reviewed the document and has the following comments:

Morgan Hill Community-Based Transportation Plan

The Morgan Hill Draft Transportation Master Plan should include a reference to VTA's [Morgan Hill Community-Based Transportation Plan](#) adopted in 2021. This plan provides valuable context and aligns with regional transportation goals, offering a foundation for policies and improvements that support equitable, multimodal, and sustainable transportation solutions within Morgan Hill.

Vehicle Miles Traveled (VMT) Reduction and Transportation Demand Management (TDM)

VTA staff appreciates the inclusion of language in the Recommended General Plan Modifications section about trip reduction measures and Transportation Demand Management (TDM) strategies that encourage non-auto travel and alternative modes (Policy TR-3.5). The proposed updates to Action TR-3.D to align the City's Traffic Impact Analysis guidelines with VMT metrics are strongly supported. VTA staff has been in regular communication with City staff about the City's transition to the use of VMT in transportation analysis, and VTA can continue to serve as a resource for the City as it adopts its VMT policy and updated analysis guidelines.

VTA supports Citywide Initiative/Policy 21 in Table 19 to "Develop a Multimodal / VMT Impact Fee," which could fund bicycle and pedestrian improvements and expand MoGo services. Additionally, we commend the reference to VMT Mitigation under CEQA in the Potential Future Funding Sources section. VTA is actively collaborating with Morgan Hill and other jurisdictions on the [Equitable VMT Mitigation Program](#) for Santa Clara County. This program could complement the City's local Multimodal / VMT Impact Fee, support cross-jurisdictional VMT mitigation, and potentially leverage VTA's administrative capabilities.

Multimodal Performance Measures

VTA staff supports the addition of multimodal variables alongside vehicle operations standards in Policy TR-3.4. This approach will enhance safety and promote non-vehicular travel. The [2014 VTA](#)

[CMP Transportation Impact Analysis Guidelines](#) include detailed pedestrian and bicycle quality of service measures (Section 9.3 and Appendix) that may be useful for Morgan Hill in this process.

Bicycle and Pedestrian Recommendations

VTA recommends a few refinements to improve clarity, usability, and alignment with best practices. The Level of Traffic Stress (LTS) and Existing Bikeways map (Page 23) should use distinct colors to better differentiate LTS 4 from multi-use trails. For the driving section (Pages 27–29), VTA recommends that the narrative, tables, and maps be revised for greater clarity and connection. Specifically, VTA recommends the LOS tables be placed in the same box as the description of General Plan LOS Standards, and that the narrative explain the significance of mapped locations to make key points clearer. On the Pedestrian Priority Zones map (Page 44), color differences between "high" and "very high" priority areas should be made more distinct.

In Table 9: Street Design Elements (Page 48), VTA recommends limiting the maximum operating speed for boulevards to 40 mph instead of 45 mph. In pedestrian-priority areas, VTA recommends that the maximum operating speed for rural roads, community corridors, and boulevards be reduced to 25 mph. For bikeway facility types, the recommendations should align with [Caltrans DIB 94](#). For instance, community corridors with a 40 mph operating speed should have Class IV bikeways rather than the proposed Class II buffered bike lanes. Additionally, crossing spacing of a quarter mile is too far and could encourage jaywalking; [Caltrans DIB 94](#) suggests providing crosswalks or enhanced crossings every 500 feet in suburban and rural main streets.

VTA supports maintaining bike lane width measurements excluding the gutter and recommends restricting maximum drive lane widths to 11 feet, with 10 feet allowed in locations without bus operations (Pages 49–51). For bikeway and trail network improvements, the City should incorporate [VTA's Bicycle Superhighway Implementation Plan](#) into its designs and recommend bikeway designs that support potential bike superhighways in Morgan Hill. Lastly, under funding options (Page 106), VTA suggests adding the opportunity for the City to join VTA's proposed Equitable Mitigation Program.

Transit Recommendations

VTA has a few recommendations to enhance transit operations and integration. First, ensure that lanes used by buses remain at least 11 feet wide after lane-narrowing projects. VTA recommends the City incorporate VTA's centralized transit signal priority efforts along the Monterey corridor to optimize intersections for all modes. VTA also recommends that transit delay metrics be included in traffic analysis to better account for the impacts on transit operations.

VTA recommends transit boarding islands and bulb-outs along streets with bike lanes and bus operations to improve cyclist safety, calm traffic speeds, and prioritize transit. Additionally, VTA recommends that the Tracking TMP Investments section include transit-focused metrics such as the number of bus boarding islands installed, intersections with transit signal priority, and signals retimed in coordination with VTA. These additions will ensure that transit improvements are effectively monitored and evaluated.

City of Morgan Hill
November 19, 2024
Page 3 of 3

Thank you again for the opportunity to review this project. If you have any questions, please do not hesitate to contact me at 408-321-5804 or larissa.sanderfer@vta.org.

Sincerely,
Larissa Sanderfer
Transportation Planner II



Morgan Hill Transportation Master Plan

City Council Meeting #3





TMP Objectives & Completion Process

TMP OBJECTIVES



Identify City's Transportation Challenges



Review Citywide Transportation Policies



Identify Improvement Opportunities



Update City's Capital Improvement Program (CIP) and Traffic Impact Fee (TIF)

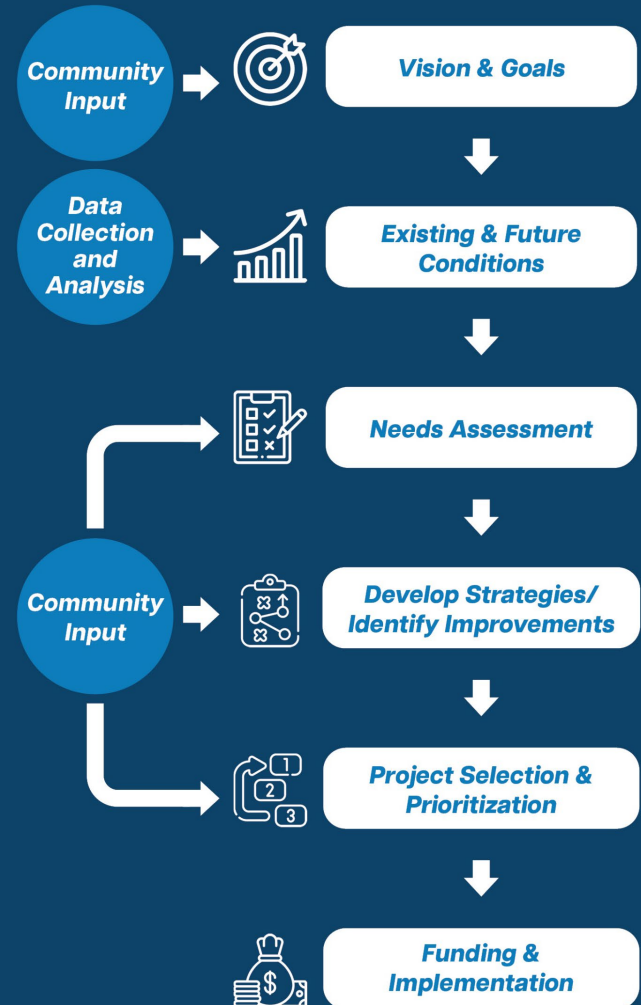


Update City Speed Survey



Provide Guidance for Future General Plan Updates

TMP PROCESS





Community Engagement

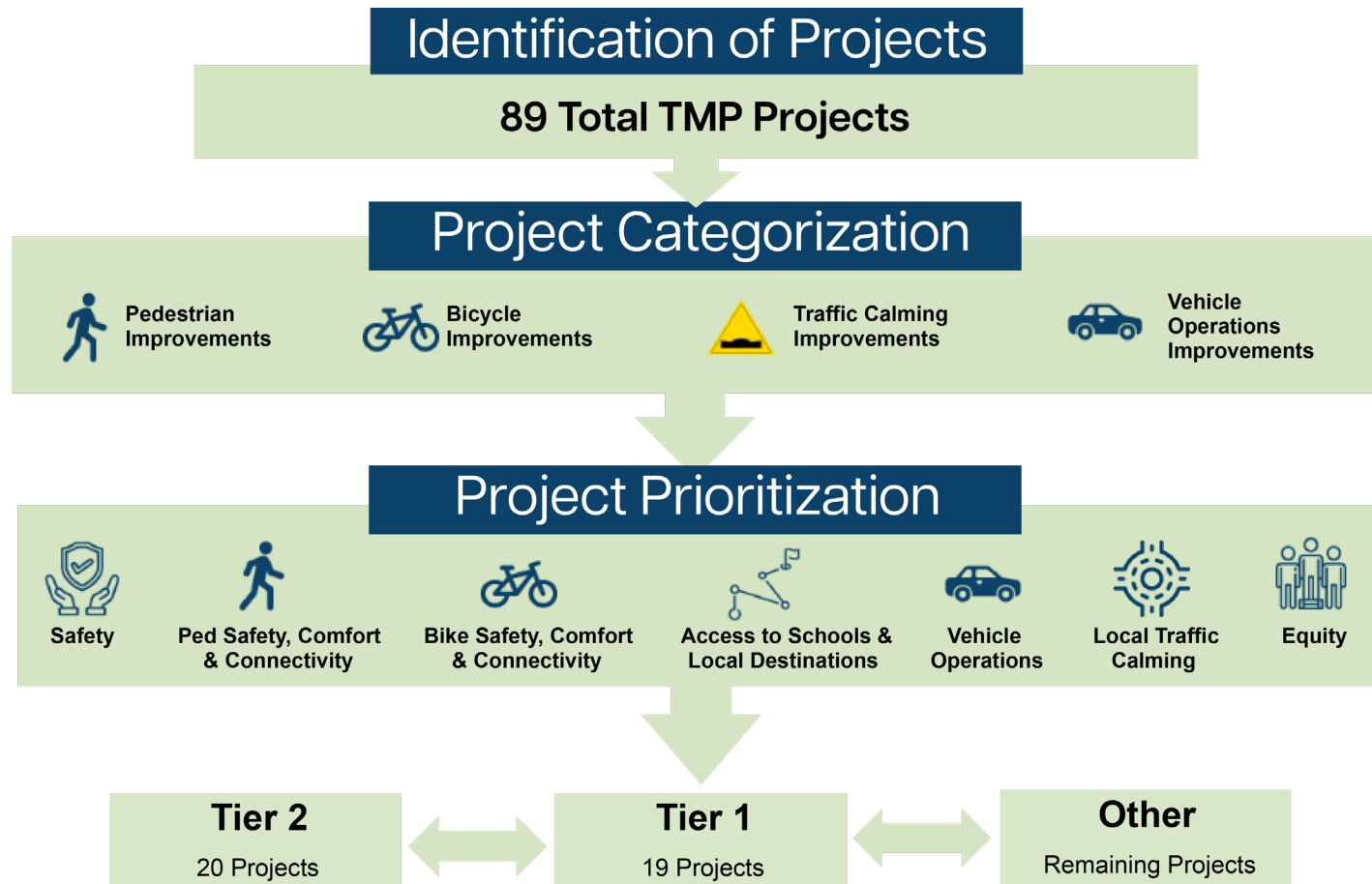
Connect & Collaborate with Community:

- Transportation Concerns
- Vision & Goals
- Feedback on TMP Projects & Programs
- Prioritize Future Funding Opportunities



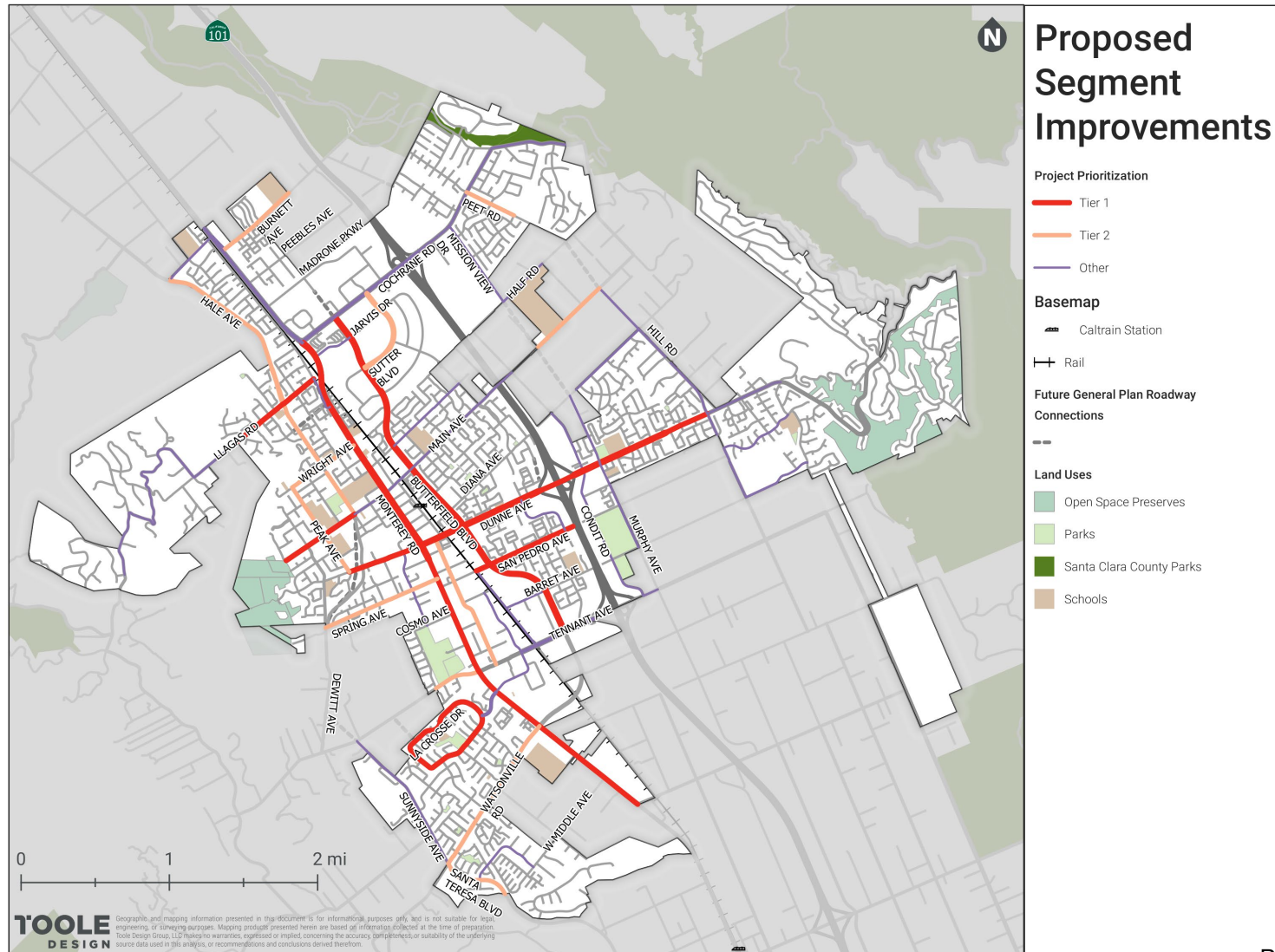


Improvement Prioritization Process



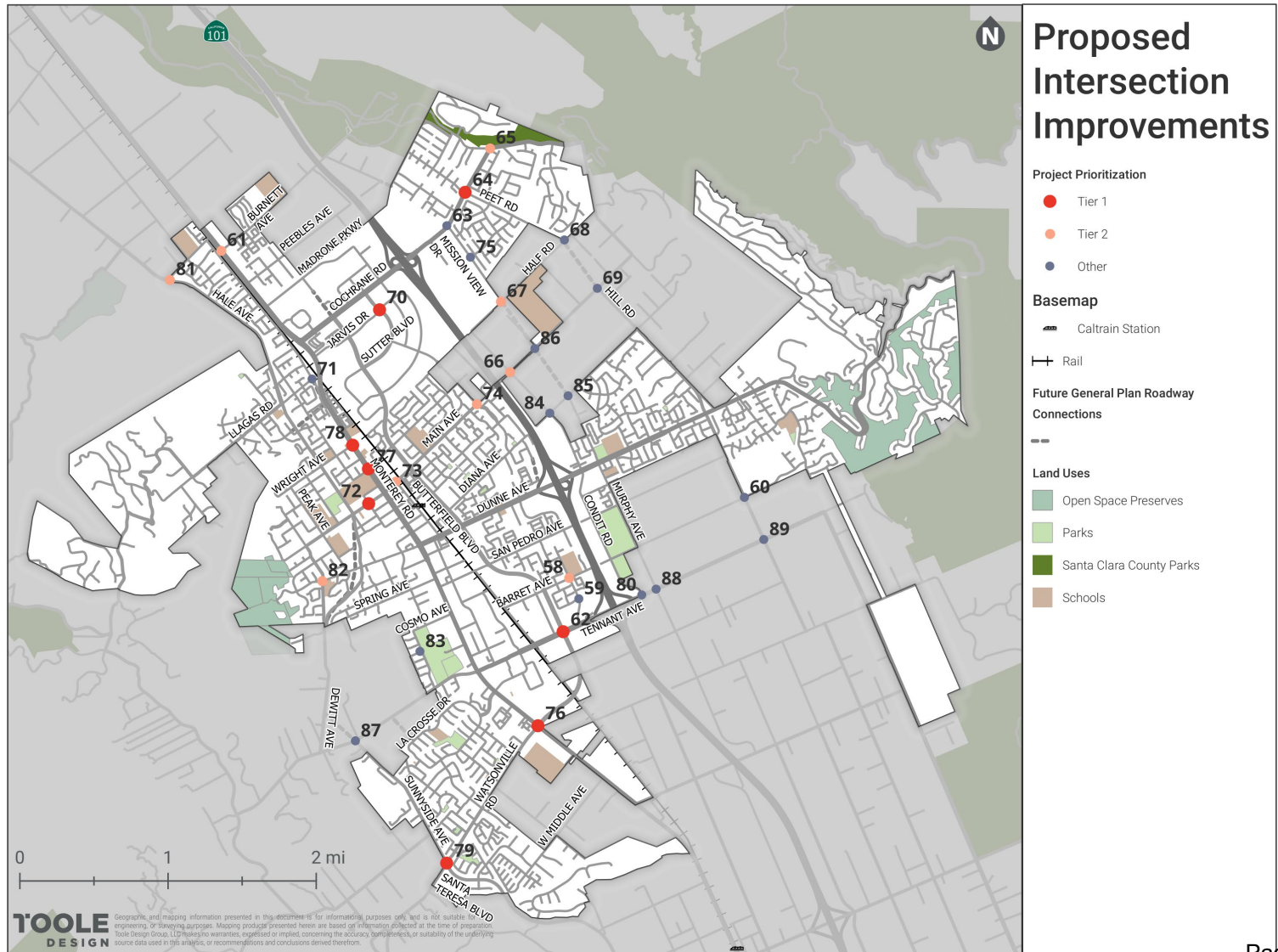


Proposed Roadway Segment Improvements





Proposed Intersection Improvements





Citywide Initiatives and Programs

33 Total Programs & Initiatives

- Education & Marketing
- Safety Programs
- Multimodal Programs
- Maintenance
- Funding

Community Prioritization

- Sidewalk Maintenance
- Traffic Calming Standards
- Adaptive Traffic Control System
- Safe Routes to School Audits
- Sidewalk Gap Closure Program



Next Steps

Finalize TMP Report



Finalize Priority
Improvements



Identify TIF & CIP
Improvements



Future Update of
Transportation Element



Feedback

- **Prioritized Improvements**
- **Citywide Initiatives & Programs**
- **Recommended General Plan
Modifications**
- **Funding & Implementation**