CITY OF MORGAN HILL

**Special/Regular Meeting Agenda**

**City Council**

| | | |
|---|---|---|
| *Mark Turner* | - | *Mayor* |
| *Yvonne Martínez Beltrán* | - | *Mayor Pro Tem* |
| *Miriam Vega* | - | *Council Member* |
| *Marilyn Librers* | - | *Council Member* |
| *Soraida Iwanaga* | - | *Council Member* |

---

**Wednesday, May 21, 2025 5:00 PM**

**Special meeting to be held at 5:00 p.m. at the address below:**

**City Hall, Grand Conference Room**
**17575 Peak Avenue, Morgan Hill, CA 95037**

**Regular meeting to resume at 6:00 p.m. at the address below:**

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

---

AMENDED AGENDA - This agenda has been amended to include an additional item to the Consent Calender - Item 19 - APPROVE PACIFIC GAS AND ELECTRIC COMPANY AGREEMENT TO PROVIDE ELECTRIC SERVICE TO THE BUTTERFIELD PARK PHASE 1 PROJECT

Council Member Librers will be participating remotely as follows:

6651 Velletri Street
North Las Vegas, NV 89084

Public comment shall be allowed from this location.

---

Morgan Hill City Council meetings are held in person with the option for the public to attend in-person or 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 Facebook page.

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.

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

**SPECIAL MEETING**
5:00 p.m. Closed Session

**CALL TO ORDER**

**ROLL CALL ATTENDANCE**

**DECLARATION OF POSTING AGENDA**

**CLOSED SESSION**

**Conference with Labor Negotiators**
Authority: Pursuant Government Code Section 54957.6

City Negotiators: Christina Turner, City Manager; Donald Larkin, City Attorney; Michael Horta, Human Resources Director; Dat Nguyen, Finance Director; Chris Ghione, Assistant City Manager, Public Services
Employee Organization: Morgan Hill Police Officers Association; AFSCME Local 101 Morgan Hill; Community Service Officers Association; Employees Covered under Management Resolution #21-050

**OPPORTUNITY FOR PUBLIC COMMENT**

**ADJOURN TO CLOSED SESSION**

**REGULAR MEETING**
6:00 p.m.

**SILENT INVOCATION**

**PLEDGE OF ALLEGIANCE**

**RECOGNITIONS**

Eagle Scout - Sean Wilmot
Ellie Weston

**PROCLAMATIONS**

Affordable Housing Month
American Red Cross Month
Foster Care/Resource Parent Month
Public Works Week

**PRESENTATIONS**
YAC Presentation and Recognitions

**CITY COUNCIL REPORTS**
Mayor Turner

## 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

## OTHER BUSINESS

1. **PROVIDE RECOMMENDATIONS TO THE MAYOR FOR THE REAPPOINTMENT OF TWO (2) COMMISSIONERS ON THE PLANNING COMMISSION AND INTERVIEW CANDIDATES TO FILL THE REMAINING ONE (1) SEAT ON THE PLANNING COMMISSION**

   Recommendation:

   1. Recommend Reappointment of Commissioners James Wilson and Mohammad Habib with terms ending June 1, 2029;
   2. Mayor shares the characteristics/traits that a successful applicant(s) would possess;
   3. Conduct Interviews;
   4. Council Members identify top applicant(s) and provide recommendations to the Mayor.

## CONSENT CALENDAR

Items appearing on the Consent Calendar are considered routine and may be approved by one motion. Pursuant to City Council Policies and Procedures (CP 97-01),

any member of the Council or public may request to have an item removed from the Consent Calendar for comment and action.

**2. AUTHORIZE THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT FOR COMPUTER EQUIPMENT WITH SAVANT SOLUTIONS**

Recommendation:
Authorize the City Manager to execute a purchase agreement for computer equipment with Savant Solutions with an amount not to exceed $150,000.

**3. ADOPT RESOLUTION ACCEPTING METROPOLITAN TRANSPORTATION COMMISSION'S (MTC'S) TRANSIT ORIENTED COMMUNITIES (TOC) PLANNING AND IMPLEMENTATION PROJECTS GRANTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT RELATED AGREEMENTS AND DOCUMENTS**

Recommendation:
Adopt resolution:

1. Accepting a grant award from MTC for $650,000 for Morgan Hill Zoning Densities and Floor Area Ratio TOC Policy Compliance; $200,000 for Morgan Hill Housing TOC Policy Development; $125,000 for Morgan Hill Parking Management TOC Policy Compliance; and $175,000 for Morgan Hill Station Access and Circulation TOC Policy Compliance in response to the MTC's Call for TOC Planning and Implementation Projects; and
2. Authorizing the City Manager to negotiate and execute the City of Morgan Hill MTC TOC Planning and Implementation Grants application, the MTC TOC Planning and Implementation Grants documents, and any amendments thereto on behalf of the City as required by MTC for receipt of the MTC TOC Planning and Implementation Grants.

**4. ADOPT A RESOLUTION APPROVING FY 2025-26 LIST OF STREET REHABILITATION PROJECTS FUNDED BY SENATE BILL (SB) 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT**

Recommendation:
Adopt a resolution approving a list of street rehabilitation projects for Fiscal Year 2025-26 funded by SB1, the Road Repair and Accountability Act of 2017.

**5. ADOPT A RESOLUTION TO REQUEST THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE ALLOCATION OF FISCAL YEAR 2025-2026 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 PEDESTRIAN/BICYCLE PROJECT FUNDING**

Recommendation:

1. Authorize staff to prepare and submit a Transportation Development Act Article 3 Pedestrian Improvement Project grant application to the Santa

Clara Valley Transportation Authority for implementation of the Monterey Road High-Intensity Activated Crosswalk Beacon Project; and
2. Adopt a resolution to request the Metropolitan Transportation Commission for the allocation of fiscal year 2025-2026 Transportation Development Act Article 3 Pedestrian/Bicycle project funding.

**6. ADOPT A RESOLUTION DECLARING THE SUMMARY VACATION OF A PORTION OF A PUBLIC SERVICE AND LANDSCAPE EASEMENT AT 250 JARVIS DRIVE (APN 726-25-095)**

Recommendation:

1. Adopt a Resolution declaring the Summary Vacation of a portion of a Public Service and Landscape Easement at 250 Jarvis Drive (APN 726-25-095); and
2. Direct the City Clerk to file a certified copy of the Resolution in the Office of the Recorder of Santa Clara County.

**7. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AND ADMINISTER A CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS WITH KIMLEY-HORN & ASSOCIATES TO PROVIDE CONCEPTUAL DESIGN OF ROUNDABOUT INTERSECTION IMPROVEMENTS AT WATSONVILLE ROAD AND SUNNYSIDE AVENUE/SANTA TERESA BOULEVARD**

Recommendation:

Approve and authorize the City Manager to execute and administer a Consultant Agreement for Design Professionals with Kimley-Horn & Associates for the conceptual design of Roundabout Intersection Improvements at the intersection of Watsonville Road and Sunnyside Avenue/Santa Teresa Boulevard in the amount of $175,096.

**8. APPROVE FINAL MAP FOR CROSSWINDS PHASE 2 - TRACT NO. 10652**

Recommendation:

1. Approve the Final Map; and
2. Authorize the recordation of the Final Map.

**9. APPROVE FIRST AMENDMENT TO THE AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

Recommendation:

Authorize the City Manager to execute the first amendment to the Agreement for the Countywide Household Hazardous Waste Collection Program.

**10. APPROVE GEOGRAPHIC INFORMATION SYSTEM (GIS) ENTERPRISE SOFTWARE AGREEMENT WITH ESRI**

Recommendation:
Authorize the City Manager to execute a three-year small government enterprise agreement with Esri for GIS software licensing for a total amount of $126,600.

**11. APPROVE OBJECTIVE DEVELOPMENT STANDARD WAIVER REQUEST FOR THE DIANA - VALLEY OAK RESIDENTIAL PROJECT**

Recommendation:
Adopt a resolution approving the request for one waiver to the City's objective Residential Development Design and Development Standards for residential development.

**12. APPROVE SANTA CLARA VALLEY HABITAT AGENCY (SCVHA) HABITAT PLAN AMENDMENT AND AUTHORIZE GOVERNING BOARD TO APPROVE FINAL AMENDMENT**

Recommendation:

1. Receive information on proposed amendments to the Santa Clara Valley Habitat Plan;
2. Authorize the Santa Clara Valley Habitat Agency to proceed with the Habitat Plan amendment; and
3. Authorize the Santa Clara Valley Habitat Agency Governing Board to approve the final Habitat Plan amendment.

**13. APPROVE THE APRIL 2, 2025 CITY COUNCIL MEETING MINUTES**

Recommendation:
Approve minutes.

**14. AWARD 2025 SIDEWALK REPAIRS PROJECT TO ESTATE DESIGN AND CONSTRUCTION, INC.**

Recommendation:

1. Award contract to Estate Design and Construction, Inc. in the amount of $160,000; and authorize the expenditure of construction contingency funds not to exceed $16,000 for a total authorization of $176,000; and
2. Authorize the City Manager to execute and administer the construction contract with Estate Design and Construction, Inc.

**15. AWARD 2025 PAVEMENT REHABILITATION PROJECT TO JV LUCAS PAVING**

Recommendation:

1. Approve 2025 Pavement Rehabilitation plans and specifications;
2. Award contract to JV Lucas Paving for the 2025 Pavement Rehabilitation Project in the amount of $2,010,148;
3. Authorize the expenditure of construction contingency not to exceed $301,522; and
4. Authorize the City Manager to execute and administer the construction contract with JV Lucas Paving.

**16. AWARD EAST DUNNE SEWER UPSIZE PROJECT TO WESTROCK ENGINEERING**

Recommendation:

1. Approve the East Dunne Sewer Upsize Project Plans and Specifications;
2. Award contract to WestRock Engineering for the East Dunne Sewer Upsize Project in the amount of $1,177,409;
3. Authorize expenditure of construction contingency funds not to exceed $117,741;
4. Authorize the City Manager to execute and administer the construction contract with WestRock Engineering.

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

Recommendation:
Approval of the resolutions to:

1. Initiate the proceedings for the levy of assessments for Fiscal Year 2025-26;
2. Approve the Engineer's Annual Report and the proposed assessment levy; and
3. Declare the City Council's intention to levy the assessments in the District and to set the Public Hearing date for June 18, 2025.

**18. RATIFY CITY POSITION ON PENDING LEGISLATION**

Recommendation:
Ratify the City's position supporting pending legislation, Senate Bill 496 (Hurtado) Advanced Clean Fleets.

**19. APPROVE PACIFIC GAS AND ELECTRIC COMPANY AGREEMENT TO PROVIDE ELECTRIC SERVICE TO THE BUTTERFIELD PARK PHASE 1 PROJECT**

Recommendation:

1. Approve the Pacific Gas and Electric Agreement to provide electric service to the Butterfield Park Phase 1 Project.; and
2. Authorize the City Manager to administer and execute the Pacific Gas and Electric Company Agreement in the amount of $236,456.

## PUBLIC HEARINGS

**20. APPROVE SOLID WASTE MANAGEMENT RATE ADJUSTMENT FOR 2025**

Recommendation:
Adopt resolution approving an adjustment to the maximum allowable solid waste charges effective July 1, 2025.

**21. INTRODUCE ORDINANCE TO UPDATE AND DESIGNATE FIRE HAZARD SEVERITY ZONES**

Recommendation:

1. Open/close public hearing;
2. Waive first and second reading of the Ordinance; and
3. Introduce Ordinance adopting updated fire hazard severity zones.

## OTHER BUSINESS

**22. INTRODUCE AN ORDINANCE OF THE CITY OF MORGAN HILL AMENDING SECTIONS 3.04.240 (CONSULTANT CONTRACTS) AND 3.04.250 (REQUEST FOR PROPOSALS) OF CHAPTER 3.04 (PURCHASING) OF TITLE 3 (REVENUE AND FINANCE) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL REGARDING PROCUREMENT OF ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING, ENVIRONMENTAL, LAND SURVEYING, AND CONSTRUCTION PROJECT MANAGEMENT SERVICES PURSUANT TO ARTICLE XXII OF THE CALIFORNIA CONSTITUTION AND GOVERNMENT CODE § 4529.10 ET SEQ.**

Recommendation:

1. Waive first and second reading of the Ordinance; and
2. Introduce Ordinance amending Chapter 3.04 (Purchasing).

**23. INTRODUCE ORDINANCE AMENDING CHAPTER 5.32 (MASSAGE ESTABLISHMENTS AND MASSAGE PROFESSIONALS PERMIT REQUIREMENTS) OF TITLE 5 (BUSINESS LICENSES GENERALLY)**

**MODIFYING THE PERMITTING PROCEDURE FOR MASSAGE THERAPY ESTABLISHMENTS AND SERVICES**

Recommendation:

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

**24. RECEIVE MONTHLY BUDGET UPDATE; MARCH 2025 FINANCIAL AND INVESTMENT REPORTS; AND CITY MANAGER AUTHORITY REPORT**

Recommendation:
Receive and file reports.

**25. APPROVE REQUEST TO RENAME NOB HILL TRAIL PARK AFTER COMMUNITY MEMBER MARTY CHEEK OR PROVIDE ALTERNATIVE DIRECTION**

Recommendation:
Approve or do not approve the renaming of the Nob Hill Trail Park in recognition of Marty Cheek.

**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 OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Kim Mancera, Deputy City Clerk
APPROVED BY: City Manager

## PROVIDE RECOMMENDATIONS TO THE MAYOR FOR THE REAPPOINTMENT OF TWO (2) COMMISSIONERS ON THE PLANNING COMMISSION AND INTERVIEW CANDIDATES TO FILL THE REMAINING ONE (1) SEAT ON THE PLANNING COMMISSION

### RECOMMENDATION(S)

1. Recommend Reappointment of Commissioners James Wilson and Mohammad Habib with terms ending June 1, 2029;
2. Mayor shares the characteristics/traits that a successful applicant(s) would possess;
3. Conduct Interviews;
4. Council Members identify top applicant(s) and provide recommendations to the Mayor.

### COUNCIL PRIORITIES, GOALS & STRATEGIES

**City Council Ongoing Priorities**
Supporting our Youth, Seniors, and Entire Community
Fostering a Positive Organizational Culture
Preserving and Cultivating Public Trust
Preserving our Community History

**2024-2025 Strategic Priorities**
Economic Development and Tourism

### REPORT NARRATIVE:

The Planning Commission has three (3) seats with terms ending June 1, 2029. Current Planning Commissioners James Wilson and Mohammad Habib have expressed interest in reappointment.

Staff recommends the reappointment of Commissioners Wilson and Habib and proceeding with interviews to fill the remaining one (1) seat with a term ending June 1, 2029. The recruitment resulted in a total of 8 new applicants; Derrick Chappell, Mark Chilcott, Pierre Dacunha, Danielle Davenport, Cameron Helvey, David Lovato, Elizabeth Pulido-Carrillo, and Mike Rizzo.

All applicants have been invited to interview before the City Council on May 21, 2025. Their applications are attached for Council consideration.

**COMMUNITY ENGAGEMENT:**
Involve

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

**ALTERNATIVE ACTIONS:**
The City Council may choose not to make appointments to fill all the vacant seats. If it desires, it could reopen the application process to solicit more applicants to fill the seats not appointed at the May 21, 2025, meeting.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
Planning Commissioners serve four-year terms with possible reappointment consideration. Every year, recruitment efforts are conducted to maintain the seven (7) member Commission.

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

**CEQA (California Environmental Quality Act):**
Not a Project.
The interview and appointment of commissioners is not a project, as defined in Section 15378 of the State CEQA guidelines.

## Chapter 2.22 MASTER PROVISIONS FOR BOARDS AND COMMISSIONS*

Sections:

2.22.010 Establishment of boards and commissions.
2.22.030 Clerk and secretary.
2.22.040 Rules of procedure.
2.22.050 Rules of attendance.
2.22.060 Meetings.
2.22.070 Compensation.
2.22.080 Effect.

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

### 2.22.010 Establishment of boards and commissions.

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

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

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

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

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

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

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

(Ord. 1778 N.S. § 2 (part), 2006)
(Ord. No 1930 N.S., § 2, 4-22-2009; Ord. No. 1935 N.S., § 1, 6-3-2009)

### 2.22.030 Clerk and secretary.

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

(Ord. 1778 N.S. § 2 (part), 2006)

### 2.22.040 Rules of procedure.

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

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

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

### 2.22.050 Rules of attendance.

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

### 2.22.060 Meetings.

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

### 2.22.070 Compensation.

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

### 2.22.080 Effect.

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

# Chapter 2.36 - PLANNING COMMISSION*

**Sections:**

## 2.36.010 - Created—Statutory authority.

The planning commission is established pursuant to the authority contained in Chapter 3 of Title VII of the California Government Code, entitled "Local Planning, " as existing or hereafter amended. Reference shall be made to said Chapter 3 for interpretation of this chapter.

(Ord. 811 N.S. § 1 (II-3-1), 1987)

## 2.36.020 - Membership—Terms of office—Vacancies.

A. The city planning commission shall consist of seven members. Members of the planning commission shall serve the following terms:
    1. In the year 1998, three members shall be appointed to serve terms ending June 1, 2001;
    2. The four members who were appointed in 1996 shall serve terms ending June 1, 1999;
    3. Thereafter, all terms shall be for four years and shall expire on June 1st.

(Ord. 1778 N.S. § 5, 2006: Ord. 1407 N.S. § 2, 1998; Ord. 1083 N.S. § 1, 1992; Ord. 811 N.S. § 1 (II-3-2), 1987)

## 2.36.030 - Meetings.

The commission shall hold regular meetings at least twice a month or as otherwise deemed necessary by the commission. All meetings of the commission shall be held in the city council chambers at City Hall or other location designated by minute order of the city council or at a location deemed necessary or appropriate by the planning commission.

(Ord. 1197 N.S. § 1 (part), 1994: Ord. 811 N.S. § 1 (II-3-3), 1987)

## 2.36.040 - Powers and duties.

The planning commission shall have the powers and shall perform all the duties conferred and imposed upon city planning commissions by the applicable provisions of Chapter 3 of Title VII of the Government Code of the state and, in addition, the planning commission shall:

A. Perform all the functions assigned to the commission by the subdivision and zoning ordinances (Titles 17 (Subdivisions) and 18 (Zoning) of this code) of the city, and all general laws of the state of California;

B. Serve as an advisory body to the city council on matters related to city growth and

development and on such other matters as may be requested by the council;

C. Promote public interest in and understanding of the subdivision and zoning ordinances of the city, and also of all master plans and other official plans and regulations pertaining to planning which have been approved officially by the city council;

D. Review and advise the city council on all proposed amendments to Title 17, Subdivisions, and Title 18, Zoning;

E. Approve or disapprove application for designation of cultural resources and historic districts pursuant to Chapter 18.60 (Historic Resources) of this code, or as amended;

F. Approve or disapprove permits sought to remove or demolish a cultural resource, cultural resource site or historic district pursuant to Chapter 18.60 (Historic Resources) of this code, or as amended.

(Ord. 1111 N.S. §§ 2, 3, 1992; Ord. 899 N.S. § 18, 1989; Ord. 811 N.S. § 1 (II-3-4), 1987)

(Ord. No. 2327 N.S., § 2, 12-15-2021)

**Print**

## Commission Application - Submission #58622

**Date Submitted: 4/15/2025**

**First Name**

Derrick

**Last Name**

Chappell

**Address1**

[redacted]

**Address2**

**City**

Morgan Hill

**State**

CA

**Zip**

95037

**Home Phone Number**

**Cell Phone Number**

[redacted]

**email address**

[redacted]

**Occupation**

Assistant Project Manager

**Are you a registered voter?**

yes

**Please list any properties you own in Morgan Hill**

[redacted]
Morgan Hill, CA 95037

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

No

**If yes, please provide name**

**Commission Webpages**

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

- Planning Commission
- Parks & Recreation
- Library, Culture, & Arts

**Please select the commission you are interested in serving on**

Planning Commission

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

Parks and Recreation Commission

**Please upload a letter of interest or cover letter***

Derrick Chappell - Cover Letter.pdf

**Please upload a resume***

Derrick Chappell - Resume - April 2025.pdf

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

No.

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

I have a ton of experience interacting with different Cities, Agencies and Municipalities so I have become very adaptable at figuring how to get things done and who to talk to. Working in Construction, I have intimate knowledge of how the planning process goes all the way through construction and finally building turnover. I have seen first hand how projects can shape the community around it as well as the importance of making sure everyone's opinion is respected throughout the process. My deep understanding of the overall building process gives me a unique perspective which allows me to explain complex concepts in laymans terms. Construction in general is a very collaborative process and this fact makes me highly suited to such a public position where interfacing with different groups and agencies across multiple backgrounds.

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

I understand the role of the commission is to provide thoughtful input to current and upcoming developments happening in and around the area as well as having an influence on zoning decisions and land use development. I would like to serve on the commission because I am not apart of the community and would like to lend my voice and expertise to help shape the future of Morgan Hill for future generations that will live here long after I am gone. I believe serving in a public position can be both fruitful and meaningful as I take pride in the decisions we'd make as a uniformed body.

**What would you like to accomplish as a commissioner?***

As a commissioner, I would like to help shape local policies that center around improving public transportation and walkability for the community. I believe improving walkability improves overall public health and encourages community engagement as people interact with those who live and work around them. I would also like to protect sensitive land and scarce farming communities while sustainably growing the community through more infill developments and improved zoning regulations.

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

The greatest opportunities facing the community would be an incoming young and vibrant population as residents push further south and north away from the major metropolitan areas due to increased cost of living, much like myself. Due to this rapid increase in traffic, it is crucial that this growth is managed sustainably while ensuring the City does not lose its identity in the process and turn into another large metropolis that further contributes to urban sprawl. This increased traffic provides opportunities to secure young couples looking to settle down and raise families in the area, leading to a healthy economy and ensuring critical support jobs such as teachers, store clerks, and entry level positions are able to remain filled for the foreseeable future.

**If you are an incumbent seeking reappointment:**

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

- [ ] Yes
- [x] No

**Are you currently serving on a committee**

- [ ] Yes
- [x] No

**Are you assigned to a special project?**

- [ ] Yes
- [ ] No

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

**Please review the City Council Ethics Policy**

City Council Ethics Policy

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

Derrick Chappell

**Date***

4/15/2025 12:15 PM

Derrick Chappell
[redacted]
Morgan Hill, CA 95037
[redacted]
[redacted]
4.15.25

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

Dear Planning Committee,

I am writing to formally express my interest in serving on the Morgan Hill Planning Commission. Although I am recently a new homeowner in the great City of Morgan Hill, I deeply value our city's unique character, natural beauty, and thoughtful approach to growth. I would be honored to help contribute to shaping the future of Morgan Hill through this important civic role.

My background stems from Construction Project Management, where I graduated from Colorado State with a bachelor's, and have worked as a Project Engineer and Assistant Project Manager in San Jose for both commercial and residential general contractors. This has provided me with a solid understanding of the importance of responsible land use, infrastructure planning/economic development, and community engagement. I strongly believe in fostering a city that grows in a way that is sustainable, inclusive, and reflective of the community's long-term vision for both current and future generations that will call this City home.

Morgan Hill stands at a unique crossroads — continuing to evolve with a younger demographic while preserving the historical and quaint qualities that make it such a special place to live. I want to play an active role in ensuring that future development maintains our small-town charm, protects environmental resources, and supports a vibrant, diverse population.

I am confident that my commitment to public service, collaborative mindset, and dedication to Morgan Hill's well-being make me a strong candidate for this role. I would appreciate the opportunity to serve and contribute to the thoughtful planning that benefits current and future residents alike.

Thank you for your consideration.

Sincerely,
Derrick Chappell

# DERRICK CHAPPELL

Morgan Hill, CA | [redacted] | [redacted]

## OBJECTIVE

Results-driven Assistant Project Manager with several years of experience in managing complex construction projects. Assists project team in providing a track record of delivering projects on time and within budget while maintaining high safety and quality standards. Adept at coordinating cross-functional teams, optimizing resources, and ensuring client satisfaction while demonstrating a passion for sustainable construction.

## EDUCATION

**Colorado State University – B.S in Construction Management, Magna Cum Laude**

– Relevant Courses: Construction Estimating, Sustainable Construction, Schedule Management.

## EXPERIENCE

**Blach Construction, Project Engineer (April 2021 – February 2022)**

**Fremont High School Original Building - Cupertino, CA** $34M

- Reviewed RFIs and submittals, processed change orders, created and maintained logs for submittals, closeout, and PCOs.

**Homestead High School Bldg. A - Cupertino, CA** $20M

- Drafted SCOs and RFIs, reviewed submittals, maintained as-builts.

**Monta Vista High School Bldg. D Mod - Cupertino, CA** $7M

- Completed daily reports, reviewed RFIs and submittals, processed change orders, prepared and maintained logs for submittals, closeout, and PCOs.

**Stocklmeir Elementary School Pod C - Cupertino, CA** $2.5M

- Pre-Construction/Project Buyout – aided in assembling GMP, conducted post-bid interviews, issued pre-bid RFIs and submittals, drafted scope statements and subcontracts.

**Core Builders, Project Engineer/Assistant Project Manager (February 2022 – March 2025)**

**Agrihood - Santa Clara, CA** $130M

-Processed RFIs and Submittals, cost follow ups, coordinated field mockups, processed deferred submittals.

**2330 Monroe Commons - Santa Clara, CA** $40M

- Created and issued RFIs, processed submittals & deferred submittals, lead coordination meetings between subs and MEP consultants.
- Maintained and managed project schedule with weekly updates, lead project closeout, assisted super's with onsite inspections, coordinated and lead field mockups.
- Managed project procurement from buyout to delivery, reviewed and assigned scopes post buyout, guided AOR and Consultants through GC created alternative designs when designs were flawed, performed field measurements and assisted super's with staging logistics.

**702 Bennett Valley- South Park Commons – Santa Rose, CA** $50M

- Created and issued RFIs, processed submittals & deferred submittals, lead coordination meetings between subs and MEP consultants.
- Maintained and managed project schedule with weekly updates, lead project closeout, assisted supers with onsite inspections, coordinated and lead field mockups.
- Conducted project buyout, City Coordination Meetings, and Inspection walkthroughs.

**1285 Tripp Ave – Grace Village Community Center – San Jose, CA** $10M

- Served as Assistant Superintendent and Assistant Project Manager leading field coordination meetings, Owner, Architect and City Walkthroughs/coordination.
- Coordinated with the Planning Department to review/assess plan check comments and ensure conformance to Conditions of Approval.
- Provided open and timely communication with neighbors and residents throughout the construction process to ensure safety standards were met and provide updates throughout the construction process.
- Created and issued RFIs, processed submittals & deferred submittals, lead coordination meetings between subs and MEP consultants.
- Created and maintained project schedule with weekly updates to the Owner and relevant stakeholders.

**Incorage General Contractors, Assistant Project Manager (March 2025 – Current)**

**Saggio Hills – Apartments & Community Center – Healdsburg, CA** $30M

- Created and issued RFIs, processed submittals & deferred submittals, lead coordination meetings between subs and MEP consultants.
- Created and maintained project schedule with weekly updates to the Owner and relevant stakeholders.
- Coordination with City of Healdsburg to ensure compliance with COA and SWPPP standards.
- Processed and issued Change orders while updating and maintaining project budget in tandem with Project Manager

## SKILLS

– ProCore, PlanGrid, Bluebeam, CMiC, Microsoft Project, Asana, Building Connected, Clickup

## ACHIEVEMENTS

– LEED GA Accreditation (LEED AP in-progress), AGC Emerging Leader, OSHA 30, CPR certification

## REFERENCES

Tunde O'nadele (Project Exec) Core Builders Contact: [redacted]

Louis Macedo (Vice President) Core Builders Contact: [redacted]

Chrissie Davis (President) Incorage GC Contact: [redacted]

Print

## Commission Application - Submission #59128

**Date Submitted: 5/8/2025**

**First Name**
Mark

**Last Name**
Chilcott

**Address1**
[redacted]

**Address2**

**City**
Morgan Hill

**State**
CA

**Zip**
95037

**Home Phone Number**

**Cell Phone Number**
[redacted]

**email address**
[redacted]

**Occupation**
DIRECTOR, R&D - Retired

**Are you a registered voter?**
yes

**Please list any properties you own in Morgan Hill**
[redacted]

**Do you have any relatives currently employed by the City of Morgan Hill?**
No

**If yes, please provide name**

**Commission Webpages**

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

- Planning Commission
- Parks & Recreation
- Library, Culture, & Arts

**Please select the commission you are interested in serving on**

Planning Commission

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

**Please upload a letter of interest or cover letter***

Cover letter - Planning commision.pdf

**Please upload a resume***

Mark Chilcott Resume - Retired.pdf

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

No.

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

Many years of being a manager in R&D. Doing things that will not have a return for many years.

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

To review proposals, understand the impacts, give feedback. I would like to serve to be part of the long term planning for the community.

**What would you like to accomplish as a commissioner?***

Make good decisions, have a positive impact on Morgan Hill.

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

Balanced and measured growth

**If you are an incumbent seeking reappointment:**

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

- [ ] Yes
- [ ] No

**Are you currently serving on a committee**

- [ ] Yes
- [ ] No

**Are you assigned to a special project?**

- [ ] Yes
- [ ] No

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

**Please review the City Council Ethics Policy**

City Council Ethics Policy

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

Mark Chilcott

**Date***

5/8/2025 03:00 PM

# Mark Chilcott

## DIRECTOR, R&D - Retired


### Contact

Morgan Hill, CA

[redacted]


### To whom it may concern,

My wife and I moved to Morgan Hill from Fairfield in the summer of 2020. I wanted to get away from the big company life and find a opportunity in a smaller company. Wanting to put down roots, we put in an offer on a home within a week of my arrival.

We have really enjoyed this community, so when we retired, it was an easy decision to stay put.

I would describe myself as a pro growth guy, but measured growth. When planning it is critical to see the long-term impact of decisions, not just the short and medium time frames.

John Maxwell is a leadership coach that I follow and one of his major concepts is one that I boiled down to just 2 simple words. **MORE, BEFORE**

Using more words, for any situation, see MORE of the bigger picture. What the motivation might be, the possible implications, the perceptions by others, the meaning? And do it quickly, done with the information you have in the moment, BEFORE others see. Then use this insight to guide and to lead others.

Sincerely,

Mark Chilcott

# MARK CHILCOTT

Morgan Hill, CA [redacted]

DIRECTOR, R&D - Retired

Accomplished and respected Senior Manager of Research and Development, taking life science and IVD products through the full development cycle from initial concept to launch, proving instrumental in introducing dozens of new products into the market, globally.

A dynamic and confident leader, an effective communicator known for facilitating excellent inter-departmental collaboration initiatives, leveraging a pragmatic and balanced approach to leading teams. Decisive individual with a bias toward action and agility. Guiding teams, setting long term milestones and as short-term deliverables.

- Broad Perspective, Big Picture
- Relational and Builder of Trusted Teams
- Talent Acquisition and Team Development
- Translation of Business Goals
- Cross-Functional Influence
- Global Regulations and Compliance
- Operational Excellence and Strategy
- Strategic Planning and Tactical Implementation
- Teaming and Collaboration Skills
- Business Growth and Scalability
- Develop and Mentor High-Capacity Teams
- Interpret Customer Needs

## EXPERIENCE

**Director of Software Engineering and IT – SummerBio**, Menlo Park, CA **May 2021 - Feb 2022**
A startup company that created a fully automated end-to-end COVID-19 test system utilizing RT-qPCR, testing over 100,000 samples per night.

**Director of Software Engineering - Paramit PD,** Morgan Hill, CA **July 2020 – May 2021**
Leading a cross-functional team of 16 engineers in a fast-paced life science and medical device product development environment. Currently developing an innovative DNA Synthesis instrument. Responsible for setting: resources, deliverables, timelines, and roadmaps. Taking instruments from concept to release.

**Bio-Rad Laboratories,** Hercules, CA **2003 – Nov 2019**
A manufacturer of products for the life science research and clinical diagnostics markets.

**Senior R&D Manager - Mechanical Engineering**, 2015 - Present
Directly manage and mentor a team of 14, representing an engineering staff of 52 in the Life Sciences Group, while ensuring integrity of the $9M annual operating budget and maintaining leadership oversight for new product development for Life Sciences laboratory instrumentation.

- Owned primary responsibility for leading the development of the Fraction Collector for the NGC Liquid Chromatography System, which enhanced capacity more than 4x and is consistently generating more than
  $1.5M per-month in net-new incremental revenue for the NGC platform.
- Served as advisor in driving the transfer/acquisition of a 3rd party design to a full-scale in-house manufacturing of the ZE5 Cell Analyzer (5 lasers and 30 channels), which included design improvements for robustness and manufacturability, and full conversion of the design documentation into SAP ERP/PLM system.

- 

**Senior Manager - R&D Software, SQA, and Firmware Development,** 2007 - 2015
Owned direct responsibility for leading a team of 21, representing a total team of 55 in supporting the

3-year development effort of the software and firmware for the new generation of C1000 PCR platform and the CFX real time PCR platform, which was a market success at launch, experiencing over 30% growth year-over-year, and is currently generating more than $80M in annual revenue.

**Manager - R&D Software and SQA**, 2005 - 2007
Led a team of 7 Software Developers and 3 SQA Engineers responsible for driving continued support and expansion of the iQ line of real time PCR instruments, ensuring product line innovation.

- Instrumental in introducing and driving the use of IBM Rational DOORs requirement management system, proving instrumental in enhancing our new product development processes and increasing cross-functional collaboration efforts within our entire team. The introduction of this system resulted in increased consistency and improved quality across the product line.

**R&D Software Manager**, 2003 - 2005
Directly led and mentored a team of 5 new Software Developers responsible for bringing outsourced third- party development to an in-house model, supporting the development of a new application using Windows .Net and C# for a new 5 channel iQ5 real time PCR instrument. This project was a complete lifecycle initiative from whiteboard concept to product release, within 30 months.

## ADDITIONAL RELEVANT EXPERIENCE

**Software911,** Software Manager

**Hewlett Packard**
Senior Software Engineer – Team Lead
Software Engineer – Cupertino, CA
Software Engineer - Loveland, CO
Technical Writer and Software QA

## EDUCATION

**Bachelor of Science (BS), Electrical Engineering**, Colorado State University, Fort Collins, CO

Print

## Commission Application - Submission #59042

**Date Submitted: 5/6/2025**

**First Name**
Pierre

**Last Name**
Dacunha

**Address1**
[redacted]

**Address2**

**City**
Morgan Hill

**State**
CA

**Zip**
95037

**Home Phone Number**

**Cell Phone Number**
[redacted]

**email address**
[redacted]

**Occupation**
Automotive consultant

**Are you a registered voter?**
yes

**Please list any properties you own in Morgan Hill**

none

**Do you have any relatives currently employed by the City of Morgan Hill?**
No

**If yes, please provide name**

**Commission Webpages**

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

- Planning Commission
- Parks & Recreation
- Library, Culture, & Arts

**Please select the commission you are interested in serving on**

Planning Commission

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

Parks and Recreation Commission

**Please upload a letter of interest or cover letter***

Letter of interest for planning commission (1).pdf

**Please upload a resume***

Pierres resume 2025.docx.pdf

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

none

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

Being very diplomatic and observant, along with training in social skills and interpersonal relationships.

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

I understand the role as being a secondary point of view and offering an either unrealized or nonobserved view on the proposed growth and its side effects, if any.

**What would you like to accomplish as a commissioner?***

Add input on alleviating future traffic for local commuters and reidants as our city continues to grow and expand with business growth.

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

conutined small city feel revolving around local business and easy traffic and parking.

**If you are an incumbent seeking reappointment:**

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

- [ ] Yes
- [x] No

**Are you currently serving on a committee**

- [ ] Yes
- [x] No

**Are you assigned to a special project?**

- [ ] Yes
- [x] No

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

**Please review the City Council Ethics Policy**

City Council Ethics Policy

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

Pierre Dacunha

**Date***

5/6/2025 11:30 AM

# Letter of interest for the Morgan Hill Planning Commission position

Pierre Dacunha [redacted] Morgan Hill

March 6th, 2025,

Planning Commission Hiring Board
17575 Peak Ave.
Morgan Hill, CA. 95037

Dear Planning Commission,

I signed up for the City Newsletter many years ago and read it every time it's published. In this month's publication, it announced that you are accepting applications for future vacancies in that commission. It sparked my interest.

About myself. I have worked in Morgan Hill for over 22 years. And I have lived in Morgan Hill for over 20 years. I have commuted from 5th St. in our wonderful downtown and from the foothills of Jackson Oaks to my jobs here in town. My wife and I frequent the many restaurants downtown, and we do all of our household shopping locally.

Having lived here as long as I have experienced the growth of the City, which included the new trend for high-density housing, larger commercial buildings, and building complexes, and the effect on local traffic. Growth and prosperity are needed and expected for any city. I'm okay with that. I expect my grandchildren to live and grow here in our wonderful city. There is no place better for a small town with cultural experiences, Silicon Valley exposure, manufacturing, and education opportunities.

Over a decade ago, a very dear friend of mine held that same position. Before passing away unexpectedly, he gave me some advice. His advice was to get involved, be part of our City, participate in ideas that affect our friends in our community, and be available to contribute to festivals, fundraisers, and parades. We have to be a part of the growth and experience, otherwise, it will not continue. His words still follow me today, and that has inspired me to be a chair in the Taste of Morgan Hill, the Italian Harvest Festa, various car meets, and other volunteering positions.

I may not be the most qualified person for the job, but I feel that my experience as a long-time local resident and small business owner with a passion for the City of Morgan Hill may make me a valued member of the commission. Please consider me.

Sincerely, Pierre Dacunha 

# Pierre DaCunha

[redacted]
Morgan Hill, CA 95037

## Profile

Dedicated and results-focused automotive and motorcycle mechanical professional eager to contribute exceptional skills, shop management, and client relations talents toward supporting an employer in driving revenue growth and profitability. I am 100% committed to building solid teams, creating strategic results, providing world-class customer service, and cultivating a strong company image.

Automotive, Motorcycle repair consultant. Auto and motorcycle tours consultant and guide / Founder / Small business Owner. Morgan Hill, California. February 2025 to now

Provide automotive and or motorcycle-related project building information and guides, including financial advice on either repairing, restoring, or abandoning projects. Offer individualized automotive repair training.

Create customized automotive or motorcycle road tour maps, itineraries, logging and dining guides based on customer preferences, along with providing guided tours for groups, individuals, and foreign visitors.

General Manager. Production Manager. Service department manager, warranty department manager at Tropos Technologies/Tropos Motors, Morgan Hill, California. February 2017 to May 2024

Develop assembly process and assembly manuals, develop service and repair manuals, and develop and implement warranty programs. Develop new upfit and optional equipment with the engineering department for implementation onto the vehicle. Train and manage assembly technicians and mechanics. Maintain product stock levels and negotiate pricing with domestic and international vendors. Continue to develop relationships between internal departments, outside vendors, and end-use customers.

Factory representative and outside sales representative for the United States west coast Nexx North America, New Jersey, February 2016 to 2018

Represent the product and provide information at conventions, industry, and small events. Examine and perform any needed repairs to satisfy the warranty. Engage

[redacted]
Morgan Hill, CA 95037

dealers and end users to provide higher than expected service and product experience. Establish new dealers.

Lead mechanical technician, Safety officer, KLD Energy Technology research and development division, Morgan Hill, CA. 95037. January 2015 – January 2016

Perform most mechanical tasks concerning electric motor test bench set-ups. Study and apply homologation standards. Build, fabricate, assemble, and develop two-wheel scooter performance characteristics, including ride quality, braking performance, aesthetic appearance, and feel. Qualify and perform road tests and lab testing of two and four wheel vehicles including maintaining proper documentation and procedures of testing. Manage electrical dept. testing of motors and controllers including motivating others and building good team work standards.

Senior automotive technician and classic vehicle consultant, C&M Auto, Morgan Hill CA, 95037 : August 2014 – January 2015

Provide general automotive knowledge, perform standard and custom wheel alignments along with diagnosing and repairing problematic handling issues. Perform general automotive diagnostics and repair. Manage various jobs and varying workloads to maximize efficiency

Senior automotive and motorcycle technician, vintage and classic car specialist, fabricator, Pacific Fabrication, Morgan Hill, CA August 2012 – August 2014
Prepare daily workload, greet customers and vendors, perform needed repairs, and verify repairs. Consult with customers to evaluate needs and create needed modifications to various vehicles to obtain the customer's desired results. Fabricate race car and classic vehicle wiring harnesses, and modify OEM suspensions to allow for added adjustments.

Co-Founder, Manager, Senior Automotive and Motorcycle technician, Service writer, General race car and team knowledge consultant, Motion Motorsports, Morgan Hill CA 95037 December 2003 – August 2012
Manage daily workloads and ongoing projects along with long-term custom builds, greet customers and provide vehicle build, maintenance, and repair plans based on available budgets, source and or custom fabricate needed parts and pieces to build and or maintain street or road race cars or motorcycles.

# Pierre DaCunha

[redacted]
Morgan Hill, CA 95037

Pro racing C5R Chevrolet Corvette Crew Chief, Campbell Racing Inc, February 2003 – December 2003

Supervise pit crew and race car set-ups, create maintenance schedules and routines, coordinate team travel and establish car transport logistics, and create race day plans and strategies. In charge of car inspections and pre-race checklist completion. Supervise team, car, and crew appearance and presentation for television coverage. Liaison between the race sanctioning body SCCA / World Challenge, and the crew.

Shop Foreman, Speed Merchant, San Jose, CA 95126 , January 1998 – February 2003

Manage daily service shop duties and provide support, direction, and knowledge to complete daily tasks among all technicians. Create incentive and reward programs to help increase productivity and maintain good shop morale. Establish race car set-ups based on the given information. Diagnose and repair classic and " Hot-Rod" type vehicles. Create maintenance programs and checklists for race, street, and shop

## Training

California supervisor sexual harassment training, SB1343, March 2024

Harassment prevention training, SB3940, January 2024

Diversity & Inclusion Series: Creating an Inclusive Workplace – Manager Version, September 2022

Leadership at entry level, September 2022

Workplace harassment prevention for managers in California, AB1825/2053/SB1343, July 2019

# Pierre DaCunha

[redacted]
Morgan Hill, CA 95037

## Skills

Quality and improvised mechanical, sheet metal, and electrical fabrication

Vehicle mechanical failure prevention through proper inspection

Excellent multi-tasking, verbal, and written communications

Great people and coworker communication skills

Self-motivated and able to work in a fast-paced, high-pressure environment

Able to work independently and also as a team player

Creative problem solver, dependable, flexible, optimistic, and always possesses a positive "can do" attitude

## Personal achievements

2001 – Camaro-Mustang Challenge race series, 2nd place season finish as crew chief

2002 Camaro-Mustang Challenge race series 1st and 3rd place season finish as crew chief

2006 SCCA Nationals SSP class 1st place finish as car builder and set up

2009 Co-founded Bay Area Moto Guzzi motorcycle group

2010 – 2013 Logistics chairperson for the " Taste of Morgan Hill" custom car and crafts shows

2012 Co-founded Nata Rally motorcycle camp-out motorcycle event

2012 Car/motorcycle chairperson for the Italian Harvest Festa of Morgan Hill

2014 Became the state of California representative for the Moto Guzzi National Owners Group ( MGNOC )

# Pierre DaCunha

[redacted]
Morgan Hill, CA 95037

## References

Available upon request.

**Print**

## Commission Application - Submission #58246

**Date Submitted: 3/29/2025**

**First Name**

Danielle

**Last Name**

Davenport

**Address1**

[redacted]

**Address2**

**City**

Morgan HIl

**State**

California

**Zip**

95037

**Home Phone Number**

[redacted]

**Cell Phone Number**

**email address**

[redacted]

**Occupation**

Real Estate Investor

**Are you a registered voter?**

yes

**Please list any properties you own in Morgan Hill**

[redacted] Morgan Hill CA 95037

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

No

**If yes, please provide name**

**Commission Webpages**

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

- Planning Commission
- Parks & Recreation
- Library, Culture, & Arts

**Please select the commission you are interested in serving on**

Planning Commission

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

**Please upload a letter of interest or cover letter***

Cover Davenport.pdf

**Please upload a resume***

CMH Davenport.pdf

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

Santa Clara County Human Rights Commission, Santa Clara County Regional Conservation District, Santa Clara County Habitat Agency. Sunnyvale City Parks & Bikeways.

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

My familiarity with planning laws, environmental regulations, land use and public hearing procedures, combined with my ability to collaborate with diverse stakeholders, would make me a valuable asset to the commission.

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

The planning commission is a permanent committee made up of several local citizens who have been appointed by the governing body (city council) to review and act on matters related to planning and development. The Commission plans for the future orderly physical development of the City and informs and educates the public on current land use and urban planning issues. I am extremely knowledgeable about land use, competing priorities, and the challenges we face with RHNA allocations and population growth. I am passionate about Morgan Hill and want to maintain our healthy, sustainable, and vibrant community. I care deeply about thoughtful growth and how we develop our limited resources. I also believe that I need to take accountability and be part of the solution if I want to see a sustainable, strategic expansion of Morgan Hill.

**What would you like to accomplish as a commissioner?***

Assist in balancing competing interests of new developments with community needs. Specifically, housing allocations, housing affordability, environmental and agricultural land protection, and preserving community character.

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

Ensuring Public Engagement and Community Involvement
I believe we will be experiencing intense scrutiny with the City and County Builder Remedy applications and the pressure it will put on our local resources. This will have a significant impact on "planned" growth and standard applications. We will need to be thoughtful and informative as we actively engage with the public, and seek input on planning decisions and ensuring that community needs are considered.
We must be transparent in the decision-making processes, providing clear and accessible information to the public.

**If you are an incumbent seeking reappointment:**

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

- [ ] Yes
- [x] No

**Are you currently serving on a committee**

- [ ] Yes
- [x] No

**Are you assigned to a special project?**

- [ ] Yes
- [x] No

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

**Please review the City Council Ethics Policy**

City Council Ethics Policy

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

Danielle Davenport

**Date***

3/29/2025 04:45 PM

DANIELLE D DAVENPORT
[redacted] Morgan Hill, CA 95037
US Mobile [redacted]

Cover Letter to Accompany Planning Commission Application

Danielle Davenport
[redacted] Morgan Hill, CA 95037

March 29, 2025

To Whom It May Concern,

I am writing to express my interest in serving on the Planning Commission for the City of Morgan Hill. As a long-time resident and active community member since 2005, I am deeply committed to the well-being and sustainable growth of our city. My extensive experience in community engagement, local governance, and economic development has provided me with a strong foundation to contribute effectively to the commission's mission.

Throughout the years, I have been actively involved in various initiatives that have strengthened our community. I have supported local schools through classroom assistance and fundraising efforts, coached youth volleyball, and served on the Morgan Hill Chamber of Commerce Board of Directors. Additionally, I co-founded a local seed investment company, collaborating with key stakeholders to promote economic development. My current role as a Board Member for the Santa Clara County Resource Conservation District, along with my previous appointments to the Santa Clara County Human Rights Commission and the Habitat Agency, has deepened my expertise in land use, planning, and development constraints.

I recognize that the Planning Commission faces complex challenges, including balancing development with community needs, ensuring compliance with evolving regulations, and fostering meaningful public engagement. I am eager to contribute my skills and experience to help navigate these issues while upholding ethical decision-making and transparency. My familiarity with planning laws, environmental regulations, and public hearing procedures, combined with my ability to collaborate with diverse stakeholders, would make me a valuable asset to the commission.

I am excited about the opportunity to serve and help shape a sustainable and vibrant future for Morgan Hill. I would welcome the opportunity to further discuss how my background aligns with the needs of the commission.

Thank you for your time and consideration.

Sincerely,

*Danielle Davenport*

Danielle Davenport

# DANIELLE D DAVENPORT

[redacted] Morgan Hill, CA 95037

US Mobile [redacted]


ENTITLEMENTS & DEVELOPMENT
PORTFOLIO OPTIMIZATION & OPERATIONS
FINANCIAL ANALYSIS & DUE DILIGENCE
LARGE SCALE PROJECT MANAGEMENT
PROJECT MANAGEMENT OFFICE
MERGERS, ACQUISITIONS & DIVESTITURES

## PROFESSIONAL EXPERIENCE

### D3 GROUP LLC - Los Gatos, CA 2020 +

Real Estate Investments Assets
Project Management on Key Assets
Investments, Acquisitions, Divestitures
Responsible for strategic portfolio management and consultant activities for key clients of Real Estate Assets. Providing clients with Strategy, Identification, Due Diligence, Investment Analysis.

### SOUTH VALLEY INVESTORS & ANGELS BY THE SEA - Morgan Hill, CA 2014 - 2019

Portfolio Manager of Investments / Syndicates
Founding Board Member: Responsible for identification, due diligence, valuation, deal structure, and management of metrics on all opportunities.

### AGILENT TECHNOLOGIES - Santa Clara, CA 2007 - 2009

Consultant Mergers, Acquisitions & Divestitures Manager
Senior IT Manager: Responsible for Investment/Acquisition and Divestitures with a global team of 5.

### SHELL INFORMATION TECHNOLOGY INTERNATIONAL - London UK 2005 - 2007

Director of Programme Management (IT, Trading and Real Estate)
*Key Achievements:*

- Created a EU system for Change Management best practice for IT & Trading consultants, which increased adoption of critical programs to 98%.
- Created a program management office for IT & Trading and Real Estate to deploy interlock business unit strategies, plans of record, and key programs.
- Led architects and PMs in identification of additional business unit efficiencies for an approximate $62 million savings YoY.
- Deployed standard Project Management framework including; program management, portfolio management, reporting structures and process usage amongst 500+ PMs and Business Unit Advisors.

DANIELLE D DAVENPORT
[redacted] Morgan Hill, CA 95037
US Mobile [redacted]

HEWLETT PACKARD CORPORATION - Palo Alto, CA US 1999 - 2005
Director of Mergers & Acquisitions - Enterprise Services Group

*Key Achievements:*

- Created a WW system for integration best practice for consultants, which resulted in a YOY increase in profits by 18%.
- Created an interlock program between all business unit strategies, plans of record, and key programs reducing duplications and saving $185 million over 2 years.
- Led architects and PMs in identification of additional integration efficiencies for an additional $260 million savings over 3 years.
- Deployed standard Project Management framework including; program management, portfolio management, reporting structures and process usage amongst 7000+ employees.

### Compaq/HP Merger and Integration Program Director – ESG PMO

Lead Director Corporate Merger and Integration Office (MIO).

Directed all integration-related programs for HP's largest and most complex business unit. Managed the Integration Team from "clean room" conception to on-target program closure of 25 inter-related programs.

*Key Achievements:*

- Designed and established the top ESG integration programs by analyzing all systems of record, resources, budgets and existing constraints against future business strategies.
- Analyzed and pronounced all integration-related cost savings and headcount reductions; therefore, enabling HP to commit to the necessary Security and Exchange Commission's (SEC) reporting regulations.
- Completed all 25 programs (comprising 660+ work-streams) on time and achieved approximately $380 million over targeted $2B in value capture (120% of target and to SEC approval).

### Senior Consultant – Solutions Organization

*Served as the Consultant for the Tech Solution Suite of Services.*

*Key Achievements:*

- Growth of a $83 million dollar acquisition into $1.3 billion dollar "bundled" value for the Enterprise group.
- Strategic portfolio planning of 3 integrations, global product management, 3rd party relationships, and competitive intelligence for 103% of Value Capture.

## EDUCATION

Executive Training - Strategy Execution University of Navarra – Barcelona ES
Master of Science Business & CIS Texas A&M
Bachelor of Science (Economics) San Jose State University

## ORGANIZATIONS & AFFILIATIONS

Land Development Council
Realtors Land Institute (Accredited Land Consultant)
National Association of Realtors (CRE Committee Member)
Rotary Club of Morgan Hill (Committee Member)
Loma Prieta Resource Conservation District (Board Member)

**Print**

## Commission Application - Submission #58532

**Date Submitted: 4/11/2025**

**First Name**

Cameron

**Last Name**

Helvey

**Address1**

[redacted]

**Address2**

**City**

Morgan Hill

**State**

CA

**Zip**

95037

**Home Phone Number**

**Cell Phone Number**

[redacted]

**email address**

[redacted]

**Occupation**

Educator

**Are you a registered voter?**

yes

**Please list any properties you own in Morgan Hill**

[redacted], Morgan Hill, CA 95037

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

No

**If yes, please provide name**

**Commission Webpages**

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

- Planning Commission
- Parks & Recreation
- Library, Culture, & Arts

**Please select the commission you are interested in serving on**

Planning Commission

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

Parks and Recreation Commission

**Please upload a letter of interest or cover letter***

Planning Commision Letter of Interest.pdf

**Please upload a resume***

C. Helvey Resume.docx.pdf

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

Yes. I served on the Advisory Council of the National Constitution Center during my fellowship in Constitutional Studies at Georgetown University in Washington, D.C. The Council's purpose was to provide input on public programming, educational initiatives, and civic engagement strategies centered on constitutional literacy and civil discourse. My role involved collaborating with scholars, educators, and civic leaders to help shape accessible, impactful content for a broad national audience. This experience deepened my understanding of how thoughtful governance and public input can shape institutions that serve the common good, which are values I would bring to my service on the Morgan Hill Planning Commission.

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

As a lifelong member of the Morgan Hill and South Bay community, I bring a deep local knowledge and a genuine investment in the city's future. Professionally, I have years of experience in strategic planning, collaborative leadership, and community engagement all of which are skills that are critical for thoughtful decision-making and effective public service.

My background includes working with diverse stakeholders to balance competing priorities, interpret complex information, and find common ground—all of which are essential in planning discussions. Additionally, my academic training in constitutional studies has sharpened my ability to analyze policy within broader legal and civic frameworks. I approach challenges with a long-term perspective and a commitment to transparency, inclusivity, and practical solutions that reflect the needs and aspirations of the whole community.

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

I understand the role of the Planning Commission to be one of great responsibility and impact. The Commission helps shape the physical and economic development of Morgan Hill by reviewing land use proposals, development plans, and zoning changes to ensure alignment with the city's General Plan and long-term vision. It serves as a critical link between community values and policy implementation, balancing the needs of residents, businesses, and future generations.

I would like to serve on this Commission because I care deeply about the direction in which Morgan Hill grows. As someone raising a family here and actively engaged in the community, I want to contribute to decisions that preserve what makes our city special while welcoming thoughtful, well-managed growth. I believe in planning that strengthens neighborhoods, supports local businesses, protects open space, and expands access to housing, transportation, and community resources. It would be a privilege to help guide that process with integrity, transparency, and a commitment to the public good.

**What would you like to accomplish as a commissioner?***

As a commissioner, I would like to help ensure that Morgan Hill grows in a way that is inclusive, balanced, and future-ready. I want to contribute to policies and decisions that support a thriving local economy, increase access to diverse housing options, and strengthen the infrastructure and public spaces that make our city livable and connected.

I'm especially interested in advancing smart, sustainable development that reflects both our city's ambitions and its character—growth that enhances quality of life without compromising the rural charm, agricultural legacy, and community spirit that define Morgan Hill. I would also prioritize transparency and public engagement, working to ensure that residents feel heard, informed, and represented throughout the planning process.

Ultimately, I hope to be a thoughtful, collaborative voice that helps Morgan Hill continue to evolve as a vibrant, welcoming place for all who live and work here.

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

One of the greatest opportunities facing the Morgan Hill community through the Planning Commission is the ability to shape how our city grows while preserving what makes it unique, responding to both local aspirations and increasing pressures from the state. As California continues to mandate more aggressive housing targets and streamline development processes, cities like Morgan Hill are being asked to grow faster and more densely. While these challenges are complex, they offer an opportunity to approach growth strategically.

As the region faces rising demand for housing and economic development, we have the chance to plan for growth that is sustainable and aligns with our community's values. By ensuring that new developments enhance our infrastructure, preserve our character, and support long-term vitality, we can manage change in a way that benefits everyone.

Additionally, we have the opportunity to promote mixed-use development, increase housing affordability, expand transportation options, and enhance public spaces, all while making Morgan Hill more connected and inclusive. Thoughtful planning and public engagement can position our city as a model for how small cities can grow with equity, resilience, and foresight.

By aligning state mandates with local priorities, we can create a future that balances responsible development, environmental stewardship, and economic opportunity, ensuring Morgan Hill remains vibrant and resilient for generations to come.

**If you are an incumbent seeking reappointment:**

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

- [ ] Yes
- [x] No

**Are you currently serving on a committee**

- [ ] Yes
- [x] No

**Are you assigned to a special project?**

- [ ] Yes
- [x] No

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

**Please review the City Council Ethics Policy**

City Council Ethics Policy

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

Cameron William Helvey

**Date***

4/11/2025 01:30 PM

11 April 2025

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

Dear Members of the Selection Committee,

I am writing to express my sincere interest in serving the community on the City of Morgan Hill Planning Commission. As a lifelong resident of Morgan Hill and the South Bay area, I have a deep appreciation for the community's character, values, and family-friendly environment. As a child and teenager, I grew up here in Morgan Hill and recently moved back as my wife and I decided that Morgan Hill is the place where we want to raise our four children. As a parent, I cherish raising my children here in Morgan Hill, where we routinely bike around town together, experiencing firsthand the beauty, connectivity, and community spirit that make this city so special. It would be a privilege to contribute to the thoughtful planning and responsible development that continues to make Morgan Hill a vibrant and welcoming place to live.

With strong roots in the community and a career dedicated to education and civic leadership, I bring both a long-term perspective and a deep commitment to collaborative service. I understand the importance of balancing growth with preservation, innovation with tradition, and infrastructure with environmental sustainability. I believe in engaging diverse voices and perspectives to make well-informed, forward-looking decisions that serve all residents.

The Planning Commission plays a vital role in shaping the trajectory of our city, and I am eager to contribute to that mission. I would be honored to lend my insight, integrity, and enthusiasm to this important work, and to help uphold the vision and priorities of Morgan Hill's General Plan. I'm especially passionate about promoting smart, sustainable growth that embraces opportunity while still honoring Morgan Hill's rural heritage and agricultural legacy, ensuring our city evolves in a way that strengthens both our economy and our community character.

Thank you for considering my application. I welcome the opportunity to speak further about how I can serve the City of Morgan Hill in this capacity.

Sincerely,
Cameron W. Helvey
[redacted]
Morgan Hill, CA 95037
[redacted]

# Cameron William Helvey

Independent School Educator & Leader • [redacted] • [redacted]

## EXPERIENCE

**Oakwood School** June 2024 – Present
Associate Head of School Morgan Hill, California

- Working with the Head of School to oversee all aspects of the school that serves 650 students in grades preschool through twelfth grade and employees over 100 people as teachers, staff, and coaches
- Leadings faculty and staff recruitment and retention efforts and ensures the proper onboarding of new employees, including training, check-ins, and Oakwood Culture Meetings
- Working with division heads and faculty to develop a robust system of faculty observation and professional growth designed to ensure excellence in classroom teaching
- Developing programs and initiatives based on the school's commitment to creating a culture of dignity that respects and authentically celebrates different backgrounds and viewpoints
- Managing the funds and grants for professional development for faculty and staff members across the three divisions, with input from division heads
- Working closely with the Director of Communications, Director of Development and Alumni Relations, and the Director of Admissions to ensure alignment across school-wide Advancement efforts.
- History, Government, Business, and Entrepreneurship Teacher, teaching one class per semester to high school students

**St. Andrew's Sewanee School** July 2022 – June 2024
Dean of Students Sewanee, Tennessee

- Oversee all aspects of the non-academic student experience of a 550-acre campus with nearly 300 students in grades 6-12 and about 70 professional faculty/staff
- Manage the residential student life program (80 boarding students in five residential houses and 20+ residential faculty living on campus) while modeling an engaged and involved residential presence and supervising the Director of Residential Life
- Supervise the Health & Wellness program including the Director of the Health Clinic, school nurses, and school mental health counselors
- Chair of the Student Support Team, Residential Life Leadership Team, Compass (SAS Advisory & Grade-Level Program) Leadership Team, and Retention Committee while co-chairing the Internal Administrative Team (with the Associate Head of School & Academic Dean)
- Completely reimagined the Upper School advisory system and the grade-level program, consolidating them both under one new program called Compass
- Instituted the new roles of four Upper School Grade Level Deans (GLDs) to help facilitate the flow of information to faculty, train advisors effectively, and ensure proper communication to families
- Supervise, manage, and coordinate training and scheduling of transportation and bus services
- Observe and provide feedback to classroom teachers as one of four teaching administrators following the Professional Growth & Faculty Observation plan
- Together with the Chief Financial Officer (CFO), coordinate all aspects of the Dining Services (contracted with FLIK)
- Serve on the Strategic Leadership Team, together with the Head of School Associate Head & Academic Dean, and Chief Financial Officer to make strategic, long-term decisions for the school
- Attend quarterly Board of Trustees' meetings and effectively present on a variety of topics
- History & Government Teacher, teaching one class per term and a boys basketball coach
- Live on campus in the Father Flye House (Dean of Students Residence) with wife and three children

**The Hun School of Princeton** July 2019 – June 2022
Associate Director of Resident Life & Dean of Residential Students Princeton, New Jersey

- Oversee all aspects of the day-to-day life of approximately 180 boarding students in grades 9-12, with specific responsibilities over student social and emotional learning, academic progress, and discipline
- Faculty-elected member of the School Discipline Council, working with the Dean of Students to determine committee recommendations to the Head of School and Head of Upper School for violations of the school's honor code
- Grade Level Advisor, Model Congress Advisor, Dorm Parent, Boys Basketball Coach, Student Government Advisor
- History & Global Studies Faculty, teaching two classes per term, most recently AP Government & Politics and Constitutional Law & American Society to students in grades 11, 12, and post-graduates. Previous teaching at Hun includes U.S. History Honors, U.S. History, Civics, and American Government.
- Fellow Mentor, mentoring a Hun Teaching Fellow through weekly one-on-one meetings, support for planning and teaching lessons, regular class observations

**Pinewood School** March 2019 – June 2019
Upper School Social Studies Faculty Los Altos, California

- Taught AP U.S. History and AP World History to students in grades 10 and 11, helping them gain a mastery of the content and skills, leading to a 100% pass rate on the AP exams (95% receiving a 4 or 5)
- Collaborated with my colleagues to create and update the curriculum for upper school history/social sciences, reinvigorating the pedagogical philosophies of the department

**Oakwood School** December 2018 – July 2019
Independent School Leadership Fellow Morgan Hill, California

- Shadowed the Head of School and observed every facet of schoolwide decision-making
- Attended weekly Advancement Meetings (admissions & enrollment, communications, and development & fundraising) and shared my insights and ideas on how to further the growth of the school
- One of four school employees in attendance at the weekly construction meetings, overseeing the creation of a $22-million construction project for a new classroom building, a state-of-the-art theater, and a new athletic complex (including a gymnasium, workouts rooms, coaches' rooms, and locker rooms)
- Under the direction of the History Department Chair, conducted a curriculum review for multiple upper school social science courses including American Government, Economics, European History, and AP European History, updating them for the ever-changing 21st century

**Clifford International School** August 2018 – December 2018
Inaugural American High School Program – Visiting Faculty Guangzhou, Guangdong, China

- Taught World History, United States History, and AP Human Geography courses to students in grades 10-12, helping students view the past, present, and future with a global perspective
- Worked with a mentor teacher to create and update the curriculum for upper school history/social sciences
- Served as an active participant of the K-12 international school, including responsibilities in student athletics, student leadership, and other extracurricular activities

**Oakwood School** 2011-2013, 2015-2019
Assistant Director of Summer Programs, Summer Instructor, IT Specialist Morgan Hill, California

- Oversaw student outreach and enrollment, facilitated necessary communication with families and community, and assisted in program and curriculum development, including the hiring and training of faculty
- Instructed students in lessons and activities focusing on teamwork, sportsmanship, responsibility, and confidence
- Managed over 300 devices that allow students and teachers access to information and technology on campus

**American Heritage School & American Fork High School** January 2017 – April 2018
Student Teacher – History & American Government and Politics American Fork, Utah

- Taught and engaged United States History and United States Government and Politics students in academically rigorous and student-centered lessons focusing on skills-based instruction and collaborative learning to enhance student abilities and love of learning
- Coauthored a lesson plan on the Pentagon Papers, published in 2018 by the Utah Council for the Social Studies in their annual journal, *The Armillary*

**Brigham Young University** 2012-2013, 2015-2018
Teaching/Research Assistant & IT Specialist Provo, Utah

- Led a team of 5-6 Teaching Assistants in creating curriculum, assessments and grading rubrics, teaching specific lectures, mentoring students, and holding exam review sessions in Nonprofit Management, World Religions, & Geography
- Collaborated with the course professor to develop consistency throughout different class sections of the course and organized and restructured online teaching material to make it more easily accessible for students
- Assisted in academic research with a team of professors that led to the publication of a book
- Tested and monitored classroom IT equipment of over 70 devices daily, including audiovisual equipment, assisting university professors effectively integrate technology in their courses

**The Church of Jesus Christ of Latter-day Saints** 2013 – 2015
Volunteer Instructor (Missionary), Mission Executive Secretary Fortaleza, Ceará, Brazil

- Increased volunteer effectiveness by providing training in individual communication, problem solving, and teaching strategies for groups of 20 to 26 volunteers while inspiring and motivating success and achievement of goals
- Supervised an office staff of 4-5 volunteers, performing all domestic and international travel planning and acquiring of essential documents of 300+ volunteers, creating purchase orders for all necessary materials, and communicating with local volunteers and church leaders

## EDUCATION

**Vanderbilt University** 2022- 2025
**Peabody College** Nashville, Tennessee
*Doctor of Education (Ed.D.) – K-12 Education Leadership*
Completed the doctoral coursework and research requirements of the in-person K-12 Educational Leadership and Policy Ed.D. program, designed to give doctoral students practical skills to enhance K-12 educational institutions.

**Georgetown University** Summer 2022
**James Madison Memorial Fellowship Foundation** Washington, D.C.
*Senior Fellow*
Completed six graduate credits in constitutional history and government as part of America's most prestigious award for secondary teachers

**Columbia University** 2019 – 2021
**Teachers College, Graduate School of Education** New York, New York
*Master of Arts, Teaching of Social Studies (with an out of program emphasis in educational leadership)*
Cumulative GPA: 4.0
Relevant Coursework: Functions of Organizations (Business Economics, Accounting, Finance, Marketing, Strategy), Civic Decision-Making, Politics of Education Policy, History of Inequality and Social Justice, Critical Geography Education, Global Citizenship Education, Advanced Methods of Teaching Social Studies

**Brigham Young University** 2012 – 2018
**David O. McKay School of Education & Marriott School of Management** Provo, Utah
*Bachelor of Science, Teaching Social Science (with a minor in History Teaching)*

*Nonprofit Business Management Minor*
Major GPA: 3.64 | Cumulative GPA: 3.44
Relevant Coursework: Communication in Organizational Settings, Economic Principles & Problems, Spreadsheets & Business Analysis, Principles of Finance, Principles of Accounting, Marketing Management, Sociology of Education, Integrating Technology in K-12 Education, Multicultural Education, Economic Development & Growth, Supply Chain Management, Entrepreneurship Lecture Series, Creativity & Innovation

## CERTIFICATIONS, FELLOWSHIPS, AWARDS

- James Madison Senior Fellow, Georgetown University
- Junior Teaching Award, The Hun School of Princeton
- National Constitution Center Teacher's Advisory Council
- Teaching Certification & Credentials in Social Science Teaching (grades 6-12) with endorsements in the Social Studies Composite, which includes individual endorsements in Economics, Geography, History, Political Science, Psychology, and Sociology from the State of Utah
- Certified Nonprofit Professional (CNP) by the Nonprofit Leadership Alliance

## SKILLS, ACHIEVEMENTS, INTERESTS

- Fluent in Portuguese (lived in Brazil for two years)
- Board of Directors (BYU Nonprofit Management Student Association)
- Extremely proficient in all things pertaining to educational technology
- Attended independent schools throughout K-12 education and was a fully engaged participant in student leadership (Senior Class President), varsity basketball (team captain), and yearbook (Editor in Chief)
- Enthusiastic sports fan and recreational player (basketball, volleyball, football, baseball, soccer)
- Eagle Scout Award, Boy Scouts of America

**Print**

## Commission Application - Submission #58303

**Date Submitted: 4/1/2025**

**First Name**

David

**Last Name**

Lovato

**Address1**

[redacted]

**Address2**

**City**

Morgan Hill

**State**

California

**Zip**

95037

**Home Phone Number**

[redacted]

**Cell Phone Number**

**email address**

[redacted]

**Occupation**

Transportation (VTA)

**Are you a registered voter?**

yes

**Please list any properties you own in Morgan Hill**

private residence

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

No

**If yes, please provide name**

**Commission Webpages**

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

- Planning Commission
- Parks & Recreation
- Library, Culture, & Arts

**Please select the commission you are interested in serving on**

Planning Commission

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

Parks and Recreation Commission

**Please upload a letter of interest or cover letter***

LetterOfInterest_(MH-PlanningCommission).pdf

**Please upload a resume***

resume.pdf

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

Yes, I have a robust history of civic involvement. Previously, I served as a Parks and Recreation Commissioner for the City of Morgan Hill, providing strategic advice on public parks, recreation programs, and capital improvement projects. This role enriched my understanding of city planning processes, community requirements, and effective public engagement strategies. Additionally, I held a position as a Social Services Advisory Commissioner for Santa Clara County, where I partnered with county leadership to influence policies concerning social services and funding allocations.

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

In addition to my current role in public communications at VTA, where I've honed my skills over the past two years in government affairs and as a liaison to key oversight committees, I bring a robust background in policy analysis, land use planning, and transportation infrastructure. My experience includes collaborating closely with elected officials and community stakeholders, which has equipped me with a deep understanding of the complexities of municipal governance and development processes.

Furthermore, my leadership extends beyond professional roles. As a Morgan Hill Leadership Program participant (Class of 2020) and as Valencia Neighborhood Watch Community Coordinator, I have actively contributed to enhancing community safety and fostering civic engagement. These roles have provided invaluable firsthand knowledge of local issues and a strong connection to the concerns and aspirations of Morgan Hill residents.

I am eager to leverage this comprehensive skill set and dedication to serving as a proactive and informed member of the planning commission, contributing effectively to shaping the future growth and sustainability of our vibrant community.

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

I understand the pivotal role of the Planning Commission in guiding the growth and development of Morgan Hill. The commission plays a crucial part in shaping policies related to land use, urban planning, and sustainable development. I am particularly drawn to this opportunity because of my passion for enhancing community spaces and infrastructure, as evidenced by my tenure as a Parks and Recreation Commissioner for the City of Morgan Hill.

My experience in public communications, strategic planning, and stakeholder engagement uniquely positions me to contribute effectively to the commission's objectives. I am dedicated to fostering transparent decision-making processes that prioritize the needs and aspirations of Morgan Hill residents.

**What would you like to accomplish as a commissioner?***

As a Planning Commissioner for the City of Morgan Hill, I aim to contribute my expertise in public outreach, community engagement, and government affairs to help shape thoughtful and sustainable development in our city. My experience in public communications, transportation planning, and civic engagement has given me a deep understanding of how infrastructure, mobility, and land use impact residents' quality of life.

I want to ensure that development aligns with Morgan Hill's long-term vision, balancing growth with sustainability, preserving open spaces, and enhancing public amenities. My background in community outreach at VTA has equipped me with skills to facilitate transparent and inclusive public engagement, ensuring that residents' voices are heard in the planning process.

Additionally, having served as a Parks and Recreation Commissioner, I have worked closely with city staff and community stakeholders on capital improvement projects, public space enhancements, and recreational programming. This experience has reinforced my commitment to policies that foster a connected, vibrant, and well-planned community.

If appointed, I will bring a collaborative approach to decision-making, prioritizing responsible development, housing accessibility, transportation connectivity, and environmental stewardship to support Morgan Hill's continued prosperity.

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

One of the greatest opportunities we have is to enhance our infrastructure in a way that fosters sustainable growth and improves the quality of life for all residents. As a Public Communications Specialist at VTA, I've collaborated on projects that directly benefit our community, from enhancing transportation networks to promoting accessibility initiatives. These experiences have underscored the importance of proactive planning and transparent communication in achieving community-driven outcomes.

Moreover, my role as a Parks and Recreation Commissioner has highlighted the vital role of public spaces and recreational facilities in promoting health, well-being, and community cohesion. Investing in parks, cultural facilities, and recreational programs not only enhances our physical environment but also strengthens our social fabric.

Looking ahead, I see an opportunity for the Planning Commission to lead initiatives that integrate smart growth principles, environmental stewardship, and equitable access to resources. By leveraging my background in community outreach and strategic partnerships, I aim to contribute to inclusive planning processes that prioritize sustainability and resilience.

I am eager to bring my passion for community service and my diverse skill set to the Planning Commission, collaborating with fellow commissioners and community stakeholders to shape a vibrant and sustainable future for Morgan Hill.

**If you are an incumbent seeking reappointment:**

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

- [ ] Yes
- [x] No

**Are you currently serving on a committee**

- [ ] Yes
- [x] No

**Are you assigned to a special project?**

- [ ] Yes
- [x] No

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

**Please review the City Council Ethics Policy**

City Council Ethics Policy

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

David A. Lovato

**Date***

4/1/2025 09:30 AM

David A. Lovato
[redacted]
Morgan Hill, CA 95037
[redacted]
[redacted]

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

Subject: Letter of Interest for Planning Commission Appointment

Dear Members of the Morgan Hill City Council and Planning Commission,

I am writing to express my sincere interest in serving as a Planning Commissioner for the City of Morgan Hill. As a long-time resident and active community leader, I am eager to contribute my professional expertise in public outreach, government affairs, and community engagement to help shape the city's future development.

My professional background aligns well with the responsibilities of a Planning Commissioner. I have over 7 years of experience at the Valley Transportation Authority (VTA), where I have worked extensively in public communications, community engagement, and government affairs. I have played a key role in coordinating public meetings, preparing reports, and collaborating with local, regional, and state agencies to support transportation and infrastructure projects that impact our community. Additionally, as the Lead for VTA's Homeless Response Team, I have developed protocols to address complex social and urban planning challenges.

Beyond my work with VTA, I have a strong history of civic involvement. I previously served as a Parks and Recreation Commissioner for the City of Morgan Hill, advising on public parks, recreation programs, and capital improvement projects. This experience has given me valuable insights into city planning processes, community needs, and public engagement strategies. Additionally, I served as a Social Services Advisory Commissioner for Santa Clara County, where I collaborated with county leadership to shape policies related to social services and funding priorities.

With a Bachelor of Science in Human Services from Notre Dame de Namur University and completion of the Morgan Hill Leadership program (Class of 2020), I have developed strong analytical, policy analysis, and community-building skills. My career has been dedicated to fostering collaboration between government agencies, businesses, and residents to create sustainable and inclusive policies. I am particularly passionate about thoughtful urban planning, smart growth, and ensuring that development aligns with the community's vision for the future.

If allowed to serve on the Planning Commission, I will bring a balanced and informed perspective to land use and development decisions. I look forward to the possibility of contributing to the continued growth and vibrancy of Morgan Hill. Thank you for your time and consideration. I welcome the opportunity to discuss my candidacy further and appreciate your consideration.

Sincerely,

David A. Lovato

# David A. Lovato

[redacted], Morgan Hill, California

**Cell:** [redacted] **Email:** [redacted] www.linkedin.com/in/davidalovato

## SUMMARY

Creative in the development, coordination, and implementation of community engagement activities. Developed and implemented programs, training, and employment development for city and state organizations. Strong history of collaboration with city, county, and federal agencies, while supporting the community, faith-based and for-profit organizations. I am eager to continue my transition from a successful 6-year VTA career in public outreach and community engagement, while simultaneously taking on government affairs duties and tasks for the past 2 years and to a full-time role as a Policy Analyst on the VTA Government Affairs team.

## EDUCATION / LICENSURE / CERTIFICATION

- B.S. Human Services *(2021)*
  Notre Dame de Namur University
- Morgan Hill Leadership *(Class of 2020)*
- IS-317, Community Emergency Response Team
- Firefighter 1 Certificate of Education

## PROFESSIONAL EXPERIENCE

**Public Communications Specialist**
*VTA*
06/2017 – Present

- I support VTA community outreach, employee communications, and marketing promotional efforts, including writing and editing material for publication, program conceptualization and development, and community presentations.
- I initiate, develop, and sustain professional partnerships with public and private sector organizations and project stakeholders by preparing and presenting information regarding VTA projects to the public and VTA employees.
- I coordinate internal and external project activities, including public meetings.
- I prepare reports requiring the collection and analysis of data from a variety of sources and develop and maintain project website content.
- As the current Lead for VTA's Homeless Response Team (HRT), I lead and train other staff on homeless response protocols.

**Govt. Affairs Duties**
*VTA*
*8/2022-Present*

- Develop draft agendas for the Ad Hoc Grade Separations Committee and VTA's BART Silicon Valley Phase II Oversight Committee.
- I prepare agendas for committees and attend all Advisory Agenda Review meetings.
- Review board office script and misc. Documents and work with the board office to prepare the chair script Ad Hoc Grade Separations Committee.
- I staff VTA's BART Silicon Valley Phase II Oversight Committee monthly meetings, and staff the quarterly Ad Hoc Grade Separations Committee meetings.
- I follow up with committee board staff and determine if there are review tasks that need to be completed.
- I follow up on committee-requested tasks and prepare written reports of meeting summaries for presentation to the full board verbally by the committee chairperson.
- I currently sit on the Superbowl/Special Events Committee
- I currently am a member of the APTA/VTA Seminar Planning Committee (APTA Seminar dates: July 13-16)

**Command Post Dispatcher** (Part-time)
*Levi's Stadium*
*07/2014 - Present*
Oversee stadium operations and incidents in the case management software program. Liaison with emergency services (i.e. City Fire, Police, and Ambulance) to respond to emergencies, and dispatch appropriate security, guest services, disability services, maintenance, engineering, concession staff, and management staff to resolve and respond to issues during events.

**Program Manager**
*City of San Jose – Department of Labo - work2future*
08/2016 – 01/2017
- Supervised, trained, evaluated, coached/counseled, and disciplined staff by labor laws and company policies.
- Managed and supervised staff and activities to ensure the fulfillment of company performance goals.
- Planned, organized, directed, and coordinated the activities of the city, state, and non-profit service agencies.
- Analyzed and evaluated complex situations and then recommended and implemented effective improvements.
- Developed, coordinated, and implemented community outreach activities.
- Planned, developed, and edited marketing material for advertisements, press releases, internal communications, promotional events, and other public information.
- Responded to community needs, in coordination with other staff service agencies.
- Established and maintained cooperative working relationships and partnerships with a variety of stakeholders and community members, businesses, civic and educational organizations, and other service provider agencies.
- Represented the company before various public and private sector organizations.

**Business and Community Relations, Director**
*Department of Labor - Job Corps*
09/2015 – 06/2016
- Established meaningful relationships and networks with local and distant employers, and education partners, and provided civil service and job opportunities for current students and program graduates.
- Developed meaningful relationships with members of the local community to keep them informed of changes to the rules, procedures, or activities of the Job Corps center.
- Chaired the center's Industry Relations Council (IRC) to identify and recommend appropriate career technical training for the center, the skills, and education necessary for employment opportunities, and recommend appropriate changes in career technical training curricula.
- Chaired the Community Relations Council (CRC) represented by business, civic, educational organizations, elected officials, law enforcement agencies; and other service providers serving targeted populations.

**Work-Based Learning Program Coordinator**
*Department of Labor - Job Corps*
11/2012 – 09/2015
- Established and maintained the Work-Based Learning Program (WBL) linkages with local employers, city and state agencies, and nonprofit organizations.
- Conducted community outreach, including public presentations, and expanded and maintained a community network, both on and off campus.
- Acquired quality worksites for current students seeking to gain work experience within their chosen field of industry education.
- Attended a variety of program-related functions on and off campus to develop a network of companies, streamlining industry recruitment and training processes by the pre-screening quality and eligible students and graduates best fit for positions available, improving companies' bottom line.

**Emergency Medical Technician, Supervisor**
*SAP Center at San Jose - San Jose Sharks*
01/2008 – 08/2014
- Trained to respond quickly to emergencies regarding medical issues, traumatic injuries, and accident scenes at the SAP Center property.
- Coordinated outreach, marketing, and recruitment for available positions.
- Prescreened, interviewed, and made final approvals for all new hires, as well as trained new hires in standard operating procedures, and facility orientation.
- Developed, coordinated, and facilitated bi-annual refresher training for all department personnel.
- Ensured compliance with all agencies, and county protocol and regulatory requirements.

Print

## Commission Application - Submission #58948

**Date Submitted: 5/2/2025**

**First Name**
Elizabeth

**Last Name**
Pulido-Carrillo

**Address1**
[redacted]

**Address2**

**City**
Morgan Hill

**State**
CA

**Zip**
95037

**Home Phone Number**
[redacted]

**Cell Phone Number**
[redacted]

**email address**
[redacted]

**Occupation**
Sr. Environmental Programs Specialist

**Are you a registered voter?**
yes

**Please list any properties you own in Morgan Hill**

None; Family owned property

**Do you have any relatives currently employed by the City of Morgan Hill?**
No

**If yes, please provide name**

N/A

**Commission Webpages**

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

- Planning Commission
- Parks & Recreation
- Library, Culture, & Arts

**Please select the commission you are interested in serving on**

Planning Commission

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

Parks and Recreation Commission

**Please upload a letter of interest or cover letter***

0502024.pdf

**Please upload a resume***

PULIDO_ELIZABETH.pdf

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

No

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

As an Environmental Engineer with extensive experience in regulatory compliance, sustainability, and project management, I bring a strong technical foundation to the Planning Commission. In my role at Epson, I manage environmental programs across North America, including recycling initiatives and compliance with city, state, and federal regulations. I also serve as a technical advisor to national environmental policy groups, where I analyze regulations and guide corporate alignment with environmental goals.

My background in GIS, data analysis, and risk mitigation equips me to assess the environmental and community impacts of proposed developments. I'm committed to supporting responsible growth in Morgan Hill by applying a balanced, sustainability-focused perspective to land use decisions and city planning initiatives.

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

The Planning Commission plays a vital role in shaping the future of Morgan Hill by reviewing development proposals, approving various permits, and advising the City Council on matters related to land use, growth, and community development. Its decisions help ensure that development aligns with the city's General Plan, zoning ordinances, and long-term sustainability goals.

I would like to serve on this commission to contribute my expertise in environmental engineering, regulatory compliance, and sustainability to support thoughtful, balanced growth in Morgan Hill. As someone experienced in managing complex environmental programs and advising on policy, I'm passionate about helping the city grow in a way that preserves its character, protects natural resources, and meets the needs of current and future residents.

**What would you like to accomplish as a commissioner?***

As a commissioner, I would like to help ensure that development plans align with Morgan Hill's General Plan, support smart and sustainable growth, and reflect the needs of the community. My goal is to contribute to decisions that foster balanced development—encouraging economic vitality, environmental stewardship, and high quality of life for residents as the city continues to grow.

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

One of the greatest opportunities facing Morgan Hill is managing growth in a way that sustains its small-town charm while expanding tourism and economic development. As the city grows, it's important to avoid an overemphasis on high-density housing, such as condominiums, that could detract from the community's unique character. The Planning Commission can help guide development towards more diverse, sustainable housing options that blend with the city's identity. By focusing on preserving open spaces, supporting small businesses, and leveraging Morgan Hill's attractions—like local wineries and outdoor recreation—the Commission can help expand tourism while maintaining the town's inviting, hometown feel.

**If you are an incumbent seeking reappointment:**

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

- [ ] Yes
- [x] No

**Are you currently serving on a committee**

- [ ] Yes
- [x] No

**Are you assigned to a special project?**

- [ ] Yes
- [x] No

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

**Please review the City Council Ethics Policy**

City Council Ethics Policy

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

Elizabeth Pulido-Carrillo

**Date***

5/2/2025 04:30 PM

ELIZABETH **PULIDO**

Morgan Hill, CA 95037 [redacted]

[redacted]

May 2nd, 2025

**City of Morgan Hill**
Planning Commission
17575 Peak Ave
Morgan Hill, CA 95037

Dear Members of the Planning Commission,

I am writing to express my strong interest in serving as a Planning Commissioner for the City of Morgan Hill. With a background in environmental engineering, project management, and sustainability leadership, I am enthusiastic about the opportunity to contribute to the city's thoughtful growth and development. I am particularly drawn to the Commission's dual role of approving development-related permits and advising the City Council on broader planning initiatives — responsibilities that align closely with both my professional experience and my passion for community engagement.

In my current position as Senior Specialist of Environmental Programs and Product Compliance at Epson, I lead large-scale sustainability initiatives across North America. This includes managing e-waste and packaging recycling programs valued at over $2 million annually and resulting in the diversion of more than one million pounds of waste from landfills. These programs require careful navigation of regulatory frameworks, stakeholder collaboration, and long-term environmental planning — all of which parallel the Commission's mandate to oversee responsible development.

I've also developed tools to analyze energy consumption, $CO_2$ emissions, and environmental impact, helping guide data-informed decisions at the organizational level. These insights can be highly relevant to planning discussions that involve infrastructure, environmental sustainability, and resource management. Additionally, as chair of Epson's sustainability committee, I coordinate seven subcommittees and manage community-focused initiatives like Arbor Day collaborations and educational outreach — experience that deepens my understanding of how planning decisions affect real communities.

The City of Morgan Hill's commitment to balancing growth with the preservation of its unique identity, agricultural roots, and open spaces reflects values that I strongly share. I am excited by the opportunity to serve a four-year term on a body that plays such an essential advisory and regulatory role. I believe my combination of technical expertise, collaborative leadership, and dedication to sustainability would make me a valuable contributor to the Planning Commission's work.

Thank you for considering my application. I have attached my resume for your review and would welcome the opportunity to discuss how my background aligns with the goals of the Commission and the City of Morgan Hill.

Sincerely,

**Elizabeth Pulido-Carrillo**
[redacted]

# ELIZABETH **PULIDO**

Morgan Hill, CA 95037 · [redacted]

Environmental Engineer with considerable project management experience in e-waste recycling, environmental regulations, and risk mitigation for a major electronic company. Strong analytical skills in data sets and knowledgeable in environmental consulting.

### Career Highlights

- Lead representative for major company in environmental consulting agencies (Information Technology Industrial Council and Electronic Product Stewardship Canada) to advise and provide technical expertise for environmental regulations
- Manage and coordinate all E-Waste and Packaging Recycling Programs in North America to align with circular economy initiatives
- Lead and support 50 members in our corporate sustainability committees (7) across North America to align with company's sustainability commitments
- Radiation Safety Officer for company

## EDUCATION

**University of California Merced,** Merced — *B.S. Environmental Engineering*
*Organizations: VP Engineers for Sustainable World, Society of Hispanic Professional Engineers, Solar Energy Association*

## CERTIFICATIONS

**Nevada Technical Associates** – *Radiation Safety Officer Certified*

## SKILLS

- MS Suite/Google Suite
- QGIS/ ArcGIS
- SQL (PostgreSQL)
- Data Analysis/ QA
- Technical Writing and Editing
- Risk Mitigation
- Analyzing Performance Metrics
- Project Management
- Team Management

## EXPERIENCE

**EPSON:** Sr. SPECIALIST, ENVIRONMENTAL PROGRAMS & PRODUCT COMPLIANCE
March 2020 - PRESENT

- Manage all Environmental Projects (compliance, environmental regulatory, chemical risk management) for Epson's United States and Canadian Market
- Manage and organize Epson's Electronic and Ink Recycling Programs for North American Markets (US & CA)
- Engineered and developed the departments first compliance calendar necessary for environmental programs management and regulatory compliance
- Manage the investigation of new regulations, technical documents, or the executions of regulatory, and sustainability projects
- Effectively handle all annual electronic manufacturer reports for government agencies in North American markets; Energy Star, IMERC, Vendor Surveys

**APPLE:** DATA ANALYST
FEBRUARY 2019-MARCH 2020

- Performed QA/QC for large data sets
- Analyzed, validated, assembled data content from databases for stakeholders
- Lead projects with other teams on data inquiries and blocking issues

**Greater LA County Vector Control District:** *MOSQUITO CONTROL TECH*
October 2018 - November 2018

- Performed inspections (surveillance) and control operation relative to mosquito vector problems
- Administered findings into database with detailed comments for future research and localized map surveying (GIS)

**City of Long Beach Environmental Bureau:** *PUBLIC HEALTH AND ENVIRONMENTAL INTERNSHIP*
June 2015 - August 2015

- Reviewed research, analyzed data, and assembled paper for consideration and presentation for the committee board directors
- Lead research on the effects of environmental pollutant for asthma risk patient for a Government Funded Program Grant proposal

Print

## Commission Application - Submission #58874

**Date Submitted: 4/29/2025**

**First Name**
Mike

**Last Name**
Rizzo

**Address1**
[redacted]

**Address2**

**City**
Morgan Hill

**State**
Ca

**Zip**
95037

**Home Phone Number**
[redacted]

**Cell Phone Number**
[redacted]

**email address**
[redacted]

**Occupation**
Retired

**Are you a registered voter?**
yes

**Please list any properties you own in Morgan Hill**
[redacted]

**Do you have any relatives currently employed by the City of Morgan Hill?**
No

**If yes, please provide name**

**Commission Webpages**

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

- Planning Commission
- Parks & Recreation
- Library, Culture, & Arts

**Please select the commission you are interested in serving on**

Planning Commission

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

Library, Culture, and Arts Commission

**Please upload a letter of interest or cover letter***

City of MH Cover Letter.docx

**Please upload a resume***

MRizzo Resume City of MH.docx

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

No

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

My professional background in strategic and tactical planning for corporate environments has honed my ability to analyze needs, develop effective growth strategies, and foster collaborative problem-solving. This experience, coupled with my knowledge of construction project management and lease management, would allow me to contribute a well-rounded perspective to the committee's work.

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

To understand community needs, schedule and budget to develop plans, and problem-solve concerns to influence the future of the city.

**What would you like to accomplish as a commissioner?***

To be part of a team that ensures the city's growth is beneficial and sustainable.

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

To support the growth of the city, ensuring its continued vibrancy and desirability as a place to live.

**If you are an incumbent seeking reappointment:**

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

- [ ] Yes
- [x] No

**Are you currently serving on a committee**

- [ ] Yes
- [x] No

**Are you assigned to a special project?**

- [ ] Yes
- [x] No

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

NA

**Please review the City Council Ethics Policy**

City Council Ethics Policy

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

Mike Rizzo

**Date***

1/29/2025 05:15 PM

Dear Planning Commission,

As a dedicated resident of Morgan Hill for over three decades, I have a deep appreciation for our city's evolution into a vibrant destination. It is with this understanding that I submit my strong interest in a position on the Planning Committee.

My professional background in strategic and tactical planning for corporate environments has honed my ability to analyze needs, develop effective growth strategies, and foster collaborative problem-solving. This experience, coupled with my knowledge of construction project management and lease management, would allow me to contribute a well-rounded perspective to the committee's work.

I am excited about the opportunities ahead for Morgan Hill. I am eager to apply my skills to ensure thoughtful planning that include understanding of requirements and to meet budget and schedule constraints to assure success.

Thank you for your time and consideration. My resume is attached, and I look forward to discussing my application further.

Sincerely,

Mike Rizzo

# MICHAEL J. RIZZO

[redacted], Morgan Hill, CA 95037 Telephone: [redacted] / Email: [redacted]

## PROFILE

**Facilities Manager (retired) with a wide breadth of experience and knowledge in workplace management, project management, operations, planning, real estate, relationship management and environmental, health and safety.**

Valued for consistent success driving the planning and the execution of mission critical office, clean room, and lab, projects to support engineering, manufacturing, research and development. Brings a strong work ethic, hands on approach and the desire to exceed expectations through all levels of the organization. Constantly seeking new challenges and process improvements. Able to focus, remain calm, and work well in fast paced high-pressure situations, possessing a genuine respect for personnel at all levels.

## PROFESSIONAL EXPERIENCE

COHERENT Santa Clara, CA (12/2017-Retired)

**Senior Workplace Project Manager, Corporate Facilities**
Responsible for corporate projects for U.S. Work with internal groups to develop scope and space requirements. Coordinate design development, bid, bid review and selection. Oversee budget, schedule and construction to assure requirements and milestones are met. Identifying and managing potential risks and liabilities. Value engineer projects for potential cost savings. Manage multiple projects from $5k to $24M.

Major Accomplishments:

- Renovation of Corporate Headquarters: project cost, $24M. Modernize building work space, 225k square feet of labs, clean rooms, lobby and cafe that enhanced collaboration, working environment and ergonomics. Increased seating by 25% to allow vacating a lease building for an annual savings of $3M.

- Tucson Manufacturing Expansion: project cost $1.6M. Leased adjacent space and increased clean room manufacturing space by 4K square feet. Combined existing with new clean room space while keeping manufacturing operational. New expansion allowed 51% revenue growth.

NANOMETRICS CORPORATION Milpitas, CA (10/2015-11/2017)

**Senior Manager, Facilities and Environmental, Health and Safety**
Responsible for the functioning of building systems including; HVAC, electrical, safety, fire and security. Oversaw day to day operations; managed $2.1M budget, general maintenance, café, janitorial, relocations, landscape and furniture. Provided project management for all corporate and lease renovation projects. Managed Real Estate portfolio for domestic and international leases, 228K square feet.

Major Accomplishments:

- Developed a growth plan for Austin, Texas to renew their existing 3,495 square feet lease instead of relocating to support growth. Lease cost saving of $41,940 and negotiated $31,422 for tenant improvements.

- Implemented nitrogen tank and distribution system. The prior process was to manually monitor and replace the bottled six packs daily, yearly savings $132,408.

KLA-TENCOR CORPORATION Milpitas, CA (02/2000-09/2015)

**Senior Manager, Strategic Planning and U.S. Real Estate,** (2010-2015)
Negotiated and coordinated space allocation in conjunction with divisions to develop strategic and tactical plans. Analyzed needs, developed and made strategic and operational recommendations for space.

Developed and maintained solid working relationships with executive management teams and staff to understand the group's business requirements to develop strategic plans and to resolve any facilities concerns.

Managed U.S. real estate in lease property search, negotiation and documentation review for new and renewal of lease properties. Reviewed customer’s requirements to assure location and size supports business needs. Managed 12 sites.

Major Accomplishments:

- Developed campus strategic plan to add 5 new buildings and a parking structure to the corporate campus by increasing Floor Area Ratio (FAR) by 128,000 square feet. Worked with the City of Milpitas to re-zone the corporate campus. .

- Teamed with the Wafer Inspection Division to reduce their space allocation to provide a cost saving of $45K. This was accomplished by forecasting when space is required, lab/clean room consolidation, and storage of material.

**Manager, Project Management,** (2005-2010)
Managed construction project team, negotiated, developed, reviewed, and monitored vendor contracts. Assured facility standards were followed and reviewed projects to assure they were required, Supported facilities projects in Singapore and Israel. Mentored and developed project team.

Major Accomplishments:

- Consolidated San Jose campus into the Milpitas campus, providing a $14M annual savings. 34% space consolidation of lab and clean space, and relocated ~1,800 people. Completed project on schedule, and 5% under budget of $9.6M.

- Improved efficiency/accuracy of project tracking. Developed project database to track each project's estimated budget, final budget, change orders and schedule. Prior to this there was no project tracking method.

- Integrated a new relocation model for a cost savings of $104K. Implemented an approval process for relocations, incorporated into work order system and reduced number of days the vendor was on site.

**Senior Project Manager,** (2000-2005)
Managed construction projects; new building, clean-room, lab, and office renovation projects. Performed design reviews and bid tours. Developed and maintained project requirements, scope, schedule and budget. Projects range from $5K to $3.8M.

Major Accomplishments:

- Improved consistency of construction projects. Developed and implemented facility construction and design standards. Standardized construction material and designs for campus projects. Increased quality of construction and made service of items, HVAC, etc. more cost effective because the construction installations designs and materials were consistent.

## PRIOR EXPERIENCE

LOCKHEED MARTIN SPACE SYSTEMS COMPANY Sunnyvale, CA

**Project Manager/Site and Planning Group**
Managed civil construction projects relocation of utilities, new parking lots, and roads. Company liaison to the Valley Transit Authority to support construction of light rail as it affected Lockheed-Martin's plant site.

**Facilities Project Manager/Facilities Operations**
Managed multiple office and manufacturing renovation projects at a high complex level and environmental projects such as asbestos, cyanide, beryllium and ground soil remediation.

**Facilities Engineer/Facilities Engineering,**
Managed 429,000 square feet of office space, computer rooms, reproduction units, and manufacturing areas. Initiated required building repairs or modifications in coordination with maintenance operations.

## PROFESSIONAL AWARDS

KLA-Tencor Corporation General Manager's Award/KLA-Tencor High Performing Team Awards
Lockheed-Martin Performance Award/Lockheed-Martin Enterprise Award

## EDUCATION

Bachelor of Science
San Jose State University, San Jose, CA

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Spring Andrews, Information Technology Director
APPROVED BY: City Manager

## AUTHORIZE THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT FOR COMPUTER EQUIPMENT WITH SAVANT SOLUTIONS

### RECOMMENDATION(S)
Authorize the City Manager to execute a purchase agreement for computer equipment with Savant Solutions with an amount not to exceed $150,000.

### COUNCIL PRIORITIES, GOALS & STRATEGIES
**City Council Ongoing Priorities**
Enhancing Public Safety
Maintaining and Enhancing Infrastructure
Supporting our Youth, Seniors, and Entire Community
Fostering a Positive Organizational Culture

**2024-2025 Strategic Priorities**
Fiscal Sustainability

**Guiding Documents**
GIS Strategic Plan
Morgan Hill 2035 General Plan
Public Safety Master Plan

### REPORT NARRATIVE:
Background:
In order to more efficiently replace aged out equipment, we are moving to a replacement cycle for workstation inventory. We are able to leverage more competitive pricing when buying annually in volume rather than multiple small purchases.

Current challenge
Current workstations are no longer supported and have reached end-of-life. Additionally, current workstation configurations do not support current business needs.

Proposal:
Leverage budgeted funds to replace end-of-life equipment that is no longer sustainable. The new equipment will improve our teammates' work experience by leveraging faster

processors, additional memory and storage. The new workstations have been custom-built based on business needs to support new applications and initiatives.

The proposed equipment is custom-built, which creates challenges in producing multiple quotes. The City was able to compare two quotes. Lenovo Direct provided a quote for the custom equipment and utilized the current NASPO cooperative contract. Savant Solutions also provided a quote for the custom equipment, and their price was lower than Lenovo Direct on a cooperative contract. The quotes are without sales tax and recycling fees.

- Lenovo Direct – Pre-Tax $130,152.
- Savant Solutions – Pre-Tax $128,463.

Staff recommend that the City Council authorize the City Manager to execute a purchase agreement for computer equipment with Savant Solutions for an amount not to exceed $150,000, to account for sales tax, recycling fees, and price volatility.

**COMMUNITY ENGAGEMENT:**
This staff report serves to inform the Community of the City's need to purchase equipment.

**ALTERNATIVE ACTIONS:**
Council could direct staff to seek and purchase with an alternative provider; however, this will likely result in additional costs. Re-engaging another vendor to purchase computer equipment would not only result in additional costs, but also pose significant delays due to price volatility and supply chain issues, furthering our risk of equipment failure.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
There has been no prior City Council action related to this purchase, however, the City routinely purchases computer equipment.

**FISCAL AND RESOURCE IMPACT:**
There is sufficient funding available for this purchase. The amount has been budgeted for the 2024-2025 fiscal year.

**CEQA (California Environmental Quality Act):**
Not a project.

This agreement will not result in direct or indirect physical changes to the environment.

Thank you for requesting a quote from Lenovo. We have included your complete quote information below. Please contact your Lenovo account manager to process your order and reference your quote number to help us serve you more quickly.

| Shipping address | Billing address | Pending order information |
|---|---|---|
| City of Morgan Hill<br>16200 Vineyard Blvd Ste 150<br><br>95037-7176 | City of Morgan Hill<br>16200 Vineyard Blvd Ste 150 Morgan<br><br>95037-7176 | Date and time:06.05.2025 16:07:55<br>Quote number:4280410297 |

Contract: CA-NASPO VP-23013/7-23-70-55-05

| Qty | Part no. | Description | Price | Total |
|---|---|---|---|---|
| 35 | 12TYS2BR00 | ThinkCentre M70t Gen 5, Intel® Core™ i5-14500 vPro® (E-cores up to 3.70GHz, 24MB), W11P64 ENG, 16.0GB, 1x512GB SSD M.2 2280 PCIe Gen 4 Performance TLC, Intel® UHD Graphics 770, Slim DVD RAMBO,BT 5.1 or above,WiFi6 AX201 2x2, 260W, 4YR Premier Support Plus | $ 930.00 | $ 32,550.00 |
| 1 | 21KWS80C00 | ThinkPad P1 G7, Intel® Core™ Ultra 9 185H vPro® (E-cores up to 3.80GHz, 24MB), 16" WUXGA Non-Touch, W11P64 ENG, 64.0GB, 1x1TB SSD M. 2 2280 PCIe Gen4 Performance TLC Opal, 1xNVIDIA® GeForce RTX™ 4070 8GB, BT 5.4,Intel®BE200vPro, No Wired Ethernet, FPR, 5M | $ 3,960.00 | $ 3,960.00 |
| 7 | 21KTS5YD00 | ThinkPad P16s G3, Intel® Core™ Ultra 7 155H (E-cores up to 3.80GHz, 24MB), 16" WUXGA Non-Touch, W11P64 ENG, 32.0GB, 1x1TB SSD M.2 22 80 PCIe Gen4 Performance TLC Opal, 1xNVIDIA RTX™ 500 Ada 4GB, BT5.1 or BT5.3,Intel®AX211vPro, Wired Ethernet, FPR, 5MP RGB | $ 2,386.00 | $ 16,702.00 |
| 40 | 21MQS7LJ00 | ThinkPad T16 G3, Intel® Core™ Ultra 5 125U (E-cores up to 3.60GHz, 12MB), 16" WUXGA Touch, W11P64 ENG, 16.0GB, 1x512GB SSD M.2 2280 PCIe Gen4 Performance TLC Opal, Intel® Graphics, BT5.1 or BT5.3,Intel®AX211vPro, Wired Ethernet, FPR, 5MP RGB+IR, 4 Cell Li | $ 1,667.50 | $ 66,700.00 |
| 40 | 40AY0090US | ThinkPad Universal USB-C Dock | $ 195.00 | $ 7,800.00 |

| | | | | |
|---|---|---|---|---|
| 8 | 40B00300US | ThinkPad Thunderbolt 4 Workstation Dock - US | $ 305.00 | $ 2,440.00 |

| | |
|---|---|
| Subtotal | $ 130,152.00 |
| Shipping & Handling | $ 0.00 |
| Recycling Fee | $ 240.00 |
| Taxes | $ 11,882.88 |
| Total | $ 142,274.88 |

This offer is valid for thirty(30) days from the date of this offer and supersedes any previous offers. Offer and specifications may be changed at any time without notice. Acceptance of this offer is subject to Lenovo's payments terms and availability of items. Lenovo may reject or cancel orders for pricing or other errors.

We appreciate your interest in our products.

# SAVANT SOLUTIONS

Your Trusted IT Advisor

1030 G St.
Sacramento, CA 95814
(916) 836-8182
sales@savantsolutions.net

# Quote# SA-050325-1

Date: 5/3/25
Terms: NET30
FOB: Destination
Valid Until: 30 Days
Shipping: Ground

**Bill To**

City of Morgan Hill
Attn: Accounts Payable
17575 Peak Ave
Morgan Hill, CA 95037
Phone: 408.776.7333

**Ship To**

City of Morgan Hill
Attn: Spring Andrews
16200 Vinyard Blvd
Morgan Hill, CA 95037
Phone: 408.776.7333

| Line # | Part No. | Description | Qty | Unit Price | Ext. Price |
|---|---|---|---|---|---|
| 1 | 12TYS2BR00 | ThinkCentre M70t Gen 5, Intel® Core™ i5-14500 vPro® (E-cores up to 3.70 GHz, 24MB), W11P64 ENG, 16.0GB, 1x512GB SSD M.2 2280 PCIe Gen4 PerformanceTLC,Intel® UHD Graphics 770, Slim DVD RAMBO,BT 5.1 or above,WiFi6 AX201 2x2, 260W, 4YR Premier Support Plus,3 Year On-site, USB, Traditional,BlackEnglish (US), USB Calliope Mouse (Black) | 35 | $907.00 | $31,745.00 |
| 2 | 21KWS80C00 | ThinkPad P1 G7, Intel® Core™ Ultra 9 185H vPro® (E-cores up to 3.80GHz, 24MB), 16" WUXGA Non-Touch, W11P64 ENG, 64.0GB, 1x1TB SSD M.2 2280 PCIe Gen4 Performance TLC Opal, 1xNVIDIA® GeForce RTX™4070 8GB, BT 5.4,Intel®BE200vPro, No Wired Ethernet, FPR, 5MP RGB+IR, 4 Cell Li-Pol 90Wh, 170W, 4YR Premier Support Plus,3 Year Onsite, Backlit, Black-English (US) | 1 | $3,967.00 | $3,967.00 |
| 3 | 21KTS5YD00 | ThinkPad P16s G3, Intel® Core™ Ultra 7 155H (E-cores up to 3.80GHz, 24MB), 16" WUXGA Non-Touch, W11P64 ENG, 32.0GB, 1x1TB SSD M.2 2280 PCIe Gen4 Performance TLC Opal, 1xNVIDIA RTX™ 500 Ada 4GB, Intel®AX211vPro,BT5.1 or BT5.3, Wired Ethernet, FPR, 5MP RGB+IR, 3 Cell Li-Pol 75Wh, 135W, 4YR Premier Support Plus,3 Year On-site, Backlit, Black with Number Pad-English (US) | 7 | $2,345.00 | $16,415.00 |
| 4 | 21MQS7LJ00 | ThinkPad T16 G3, Intel® Core™ Ultra 5 125U (E-cores up to 3.60GHz, 12MB), 16" WUXGA Touch, W11P64 ENG, 16.0GB, 1x512GB SSD M.2 2280 PCIe Gen4 Performance TLC Opal, Intel® Graphics, BT5.1 or BT5.3,Intel®AX211vPro, Wired Ethernet, FPR, 5MP RGB+IR, 4 Cell Li-Pol 86Wh, 65W, 4YR Premier Support Plus,3 Year Onsite, Backlit, Black with Number Pad-English (US) | 40 | $1,638.00 | $65,520.00 |
| 5 | 40AY0090US | ThinkPad Universal USB-C Dock | 40 | $202.00 | $8,080.00 |
| 6 | 40B00300US | ThinkPad Thunderbolt 4 Workstation Dock - US | 8 | $342.00 | $2,736.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| | | |
|---|---|---|
| Subtotal: | | $128,463.00 |
| Tax: 9.13% | | $11,728.68 |
| Credit: | | $0.00 |
| Shipping: | | $0.00 |
| Total: | | $140,191.68 |

I hereby authorize Savant Solutions to process the quote above and agree to their terms and conditions.

City of Morgan Hill

Name _____ Date _____

Signature _____

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Adam Paszkowski, Principal Planner
APPROVED BY: City Manager

## ADOPT RESOLUTION ACCEPTING METROPOLITAN TRANSPORTATION COMMISSION'S (MTC'S) TRANSIT ORIENTED COMMUNITIES (TOC) PLANNING AND IMPLEMENTATION PROJECTS GRANTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT RELATED AGREEMENTS AND DOCUMENTS

### RECOMMENDATION(S)
Adopt resolution:

1. Accepting a grant award from MTC for $650,000 for Morgan Hill Zoning Densities and Floor Area Ratio TOC Policy Compliance; $200,000 for Morgan Hill Housing TOC Policy Development; $125,000 for Morgan Hill Parking Management TOC Policy Compliance; and $175,000 for Morgan Hill Station Access and Circulation TOC Policy Compliance in response to the MTC's Call for TOC Planning and Implementation Projects; and
2. Authorizing the City Manager to negotiate and execute the City of Morgan Hill MTC TOC Planning and Implementation Grants application, the MTC TOC Planning and Implementation Grants documents, and any amendments thereto on behalf of the City as required by MTC for receipt of the MTC TOC Planning and Implementation Grants.

### COUNCIL PRIORITIES, GOALS & STRATEGIES
**City Council Ongoing Priorities**
Enhancing Public Safety
Enhancing Diversity and Inclusiveness

**2024-2025 Strategic Priorities**
Affordable Housing and Homelessness
Economic Development and Tourism

**Guiding Documents**
Bikeways, Trails, and Recreation Master Plan
Climate Action Plan
Morgan Hill 2035 General Plan
Public Safety Master Plan

Vision Zero

**REPORT NARRATIVE:**
Staff recommends adoption of a grant resolution (see attachment) accepting a total grant award in the amount of $1,150,000 in response to the Metropolitan Transportation Commission (MTC) call for Transit Oriented Communities (TOC) Planning and Implementation Projects grants consisting of:

- Morgan Hill Zoning Densities and Floor Area Ratio TOC Policy Compliance ($650,000);
- Morgan Hill Housing TOC Policy Development ($200,000);
- Morgan Hill Parking Management TOC Policy Compliance ($125,000); and
- Morgan Hill Station Access and Circulation TOC Policy Compliance ($175,000)

**MTC TOC Policy**
MTC's Transit-Oriented Communities (TOC) Policy (MTC Resolution 4530), adopted in September 2022 and revised in October 2023, focuses on implementing Plan Bay Area 2050 strategies through the core elements of land use density, affordable housing, parking management, and complete streets/multimodal access.

The TOC Policy is organized around four policy goals:

1. **Housing Supply and Affordability -** Increase the overall housing supply in part by increasing the density of new residential projects; prioritizing affordable housing in transit-rich areas.
2. **Commercial Development -** In areas near regional transit hubs, increase the density of businesses and commercial development.
3. **Access and Mobility -** Prioritize bus transit, active transportation and shared mobility (such as bike-share and car-share) within and to/from transit-rich areas, particularly to Equity Priority Communities located more than one half mile from transit stops or stations.
4. **Partnerships -** Support and build partnerships to create equitable transit-oriented communities within the San Francisco Bay Area.

The TOC Policy applies to locations within a half mile of existing and planned stops and stations served by regional rail, commuter rail, light-rail transit, bus rapid transit, and ferries. MTC has identified nearly 65 jurisdictions with a TOC area.

**Morgan Hill TOC Policy Compliance**
Morgan Hill has one TOC area, the Morgan Hill Caltrain Station. Geographic areas subject to the TOC Policy are categorized by tier according to the level of transit service at fixed-guideway station(s) within ½ mile; as such, the Morgan Hill Caltrain Station is categorized as Tier 4 (or lowest tier) within the TOC Policy: Commuter rail (SMART, ACE, Capitol Corridor, Valley Link) stations, Caltrain stations south of Tamien, or ferry terminals. Some TOC Policy requirements are defined by transit tier, with some

requirements consistent across all tiers.

When the draft TOC policy was released in early 2022, the City was originally located in Tier 2 due to the Caltrain station. Staff provided MTC with detailed reasons why Morgan Hill should not be considered the same as cities to the north with regular transit service. After submitting comparisons of our Caltrain schedule with other commuter rail lines, MTC agreed to put us and Gilroy in the lowest tier.

Generally, Morgan Hill's zoning regulations are not consistent with the TOC Policy. Compliance with the TOC Policy is required for jurisdictions to qualify for future One Bay Area Grant (OBAG) funding cycles (i.e., OBAG 4 and subsequent funding cycles). MTC has directed jurisdictions to anticipate demonstrating compliance prior to the adoption of OBAG 4, expected in early 2026.

The TOC policy requirements consist of the following four elements:

1. Minimum residential and commercial office densities for new development.
2. Affordable housing production, preservation and protection, and stabilizing businesses to prevent displacement.
3. Parking management.
4. Transit station access and circulation.

Density for New Residential and Commercial Office Development

The Policy does not require a jurisdiction to plan or zone specific parcels for a particular land use or density. Rather, a jurisdiction is required to meet zoning density and intensity standards where zoning allows new residential, office, or mixed-use development. The density requirements represent an average taken across the TOC area, and the required average densities are based on the area's Transit Tier.

Affordable Housing Production, Preservation, and Protection Policies and Commercial Stabilization Policies

A jurisdiction will fulfill the Affordable Housing and Commercial Stabilization requirements by selecting from the menu of policy options that best meet local needs.

Parking Management

Parking management is a key complement to residential and commercial density increases that support higher transit ridership on the region's existing and planned fixed-guideway transit investments.

The TOC Policy's off-street parking standards do not supersede other applicable requirements for parking for people with disabilities that are required by the California Building Code, or other state or federal laws, or off-street parking for deliveries.

Station Access and Circulation

The TOC Policy includes four requirements related to station access and circulation; Morgan Hill currently meets the first three of the four requirements below:

- Adopt a jurisdiction-wide Complete Streets Policy;
- Prioritize implementation of active transportation projects in TOC area;
- Complete an access gap analysis and capital improvement program for station access; and
- Identify Mobility Hub planning and implementation opportunities in TOC area.

**COMMUNITY ENGAGEMENT:**
Collaborate

Opportunities to engage the community will occur during the development of the amended zoning densities and Floor Area Ratios, housing policies, amended parking requirements, and Station Access and Circulation Plan planning process. In addition, adoption of these amendments, policies, and plans will include noticed Planning Commission and City Council public hearings.

**ALTERNATIVE ACTIONS:**
The City Council could direct staff not to accept and execute the MTC TOC Planning and Implementation Grants. This would eliminate the opportunity for grant funding to be in compliance with the TOC Policy and would risk or hinder obtaining OBAG 4 funding.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
None.

**FISCAL AND RESOURCE IMPACT:**
To complete the grant application acceptance process, limited staff resources from the Development Services Department are required and are expected to be accommodated within the existing workplan. Costs associated with being in compliance with the MTC TOC Policy are expected to be fully covered by the grant in the amount of $1,150,000, in which consultants will be selected to prepare the work. MTC will procure a consultant for all work covered by the grant, except for the Housing TOC Policy Development grant (in the amount of $200,000), which will be on a reimbursement formula, meaning the City must front the costs and then submit expenses to MTC for reimbursement.

Advancing this work will help the City achieve compliance with MTC's new TOC policies, which we are required in order to receive OBAG 4 funding. OBAG 4 funding will be from FY 2026/2027 through FY 2029/2030. Last year, the City received $3.9M for road improvements from OBAG funding.

**CEQA (California Environmental Quality Act):**
Statutory Exemption.

Pursuant to CEQA Guidelines Section 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. The Environmental Impact Report (EIR) for the Morgan Hill 2035 General Plan was prepared in accordance with CEQA and certified by the Morgan Hill City Council on July 27, 2016 (SCH#2015022074).

Although the acceptance and execution of a grant award is exempt from CEQA, the future adoption of amended zoning densities and Floor Area Ratios, housing policies, amended parking requirements, and a Station Access and Circulation Plan may be subject to additional CEQA review.

**RESOLUTION NO. 25-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL COMMITTING TO TAKE STEPS TOWARD ACHIEVING COMPLIANCE WITH THE METROPOLITAN TRANSPORTATION COMMISSION'S (MTC'S) TRANSIT-ORIENTED COMMUNITIES (TOC) POLICY AS A CONDITION FOR MTC TO ALLOCATE REGIONAL DISCRETIONARY FUNDING TO THE MORGAN HILL ZONING DENSITIES AND FLOOR AREA RATIO TOC POLICY COMPLIANCE, THE MORGAN HILL HOUSING TOC POLICY DEVELOPMENT, THE MORGAN HILL PARKING MANAGEMENT TOC POLICY COMPLIANCE, AND THE MORGAN HILL STATION ACCESS AND CIRCULATION TOC POLICY COMPLIANCE PROJECTS**

**WHEREAS**, the Metropolitan Transportation Commission (MTC) adopted Resolution 4530, the TOC Policy; and

**WHEREAS**, the TOC Policy incentivizes local jurisdictions to plan and zone for higher residential and commercial densities in areas within one half-mile of existing and planned fixed-guideway transit stops and stations to support the region's transit investments and implement key greenhouse gas (GHG) reduction strategies from Plan Bay Area 2050; and

**WHEREAS**, incentivizing local jurisdictions to also adopt policies focused on increasing housing production of all types, particularly affordable housing production, preservation and protection, commercial anti-displacement and stabilization, parking management, and transit station access and circulation further supports regional transit investments and Plan Bay Area 2050 implementation; and

**WHEREAS**, in 2023 MTC identified Morgan Hill Caltrain Station as Transit Service Tier 4 in the City of Morgan Hill; and

**WHEREAS**, MTC conditions the allocation of regional discretionary funding for fixed-guideway transit extension projects on compliance with the TOC Policy; and

**WHEREAS**, MTC anticipates that future regional funding, such as the One Bay Area Grant (OBAG) program, will consider compliance with the TOC Policy as part of the prioritization and project selection process starting with OBAG 4, expected in 2026; and

**WHEREAS**, the TOC Policy establishes different compliance expectations for existing and planned station areas based on the level of transit service; and

**WHEREAS**, the TOC Policy identifies four TOC Policy areas (density, housing affordability, parking, and access/circulation); and

**WHEREAS**, on September 30, 2024, the MTC announced a Call for Projects for Transit Oriented Communities (TOC) Planning and Implementation Grants, and informed local jurisdictions of a November 22, 2024, deadline for submittals of Applications, as well as grant application guidance and requirements including compliance with the Transit Oriented Communities Policy.

**NOW, THEREFORE, THE MORGAN HILL CITY COUNCIL DOES RESOLVE AS FOLLOWS**:

**SECTION 1.** The City Council submitted grant applications to MTC for $650,000.00 for Morgan Hill Zoning Densities and Floor Area Ratio TOC Policy Compliance; $200,000.00 for Morgan Hill Housing TOC Policy Development; $125,000.00 for Morgan Hill Parking Management TOC Policy Compliance; and $175,000.00 for Morgan Hill Station Access and Circulation TOC Policy Compliance in response to the MTC's Call for TOC Planning and Implementation Projects.

**SECTION 2.** The City Council accepted a grant award from MTC for $650,000.00 for Morgan Hill Zoning Densities and Floor Area Ratio TOC Policy Compliance; $200,000.00 for Morgan Hill Housing TOC Policy Development; $125,000.00 for Morgan Hill Parking Management TOC Policy Compliance; and $175,000.00 for Morgan Hill Station Access and Circulation TOC Policy Compliance in response to the MTC's Call for TOC Planning and Implementation Projects.

**SECTION 3.** The City Council commits to completing the associated Morgan Hill Zoning Densities and Floor Area Ratio TOC Policy Compliance, Morgan Hill Housing TOC Policy Development, Morgan Hill Parking Management TOC Policy Compliance, and Morgan Hill Station Access and Circulation TOC Policy Compliance work scopes following an MTC grant award by applying for these funds.

**SECTION 4.** The City Council intends to adopt relevant plans, policies or zoning updates emerging from the work completed through the Morgan Hill Zoning Densities and Floor Area Ratio TOC Policy Compliance, Morgan Hill Housing TOC Policy Development, Morgan Hill Parking Management TOC Policy Compliance, and Morgan Hill Station Access and Circulation TOC Policy Compliance grants to comply with the TOC Policy Density for New Residential and Commercial Office Development, Affordable Housing Production, Preservation, and Protection, Parking Management, and Station Access and Circulation requirements.

**SECTION 5.** The City Manager or designee is authorized to execute the City of Morgan Hill MTC TOC Planning and Implementation Grants application, the MTC TOC Planning and Implementation Grants documents, and any amendments thereto on

behalf of the City as required by MTC for receipt of the MTC TOC Planning and Implementation Grants.

**PASSED AND ADOPTED THIS 21st DAY OF MAY 2025, AT A REGULAR MEETING OF THE CITY COUNCIL BY THE FOLLOWING VOTE:**

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

**APPROVED:**

**_____**
**MARK TUNER, Mayor**

**ATTEST:**

**_____**
**MICHELLE BIGELOW, City Clerk**

## CERTIFICATION

**I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California,** do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-xxx, adopted by the City Council at its regular meeting held on May 21, 2025.

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

**DATE: _____**

**_____**
**Michelle Bigelow, CITY CLERK**

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Nolen Ugalde, Assistant Engineer
APPROVED BY: City Manager

## ADOPT A RESOLUTION APPROVING FY 2025-26 LIST OF STREET REHABILITATION PROJECTS FUNDED BY SENATE BILL (SB) 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

### RECOMMENDATION(S)
Adopt a resolution approving a list of street rehabilitation projects for Fiscal Year 2025-26 funded by SB1, the Road Repair and Accountability Act of 2017.

### COUNCIL PRIORITIES, GOALS & STRATEGIES
**City Council Ongoing Priorities**
Enhancing Public Safety
Maintaining and Enhancing Infrastructure

**2024-2025 Strategic Priorities**
Fiscal Sustainability

**Guiding Documents**
Bikeways, Trails, and Recreation Master Plan

### REPORT NARRATIVE:
SB1, also known as the Road Repair and Accountability Act of 2017, established a tax that formed the Road Maintenance and Rehabilitation Account (RMRA). The RMRA is intended to fund basic road maintenance and rehabilitation needs on the local street and road systems within the State. Prior to receiving RMRA funds for the Fiscal Year (FY) 2025-26, the City must submit a list of projects proposed to be funded with RMRA funds, adopted by resolution, to the California Transportation Commission (CTC) by July 1, 2025. The list of projects proposed to be funded must include a description and the location of each proposed project, a proposed project schedule, and the estimated useful life of the improvement (Streets and Highways Code Section 2034(a)). This will be the ninth year the City has been receiving SB1 funding allocations, and the City is continuing to prioritize these funds towards the repair of the City's arterial and collector roadways, while beginning the process of repairing the worst residential streets in the City.

To ensure that the City is eligible for FY 2025-26 SB1 RMRA funding, the proposed

resolution (Attachment 1) identifies the City Street locations to be funded by the FY2025-26 SB1 RMRA funds. These streets include all of the project streets for the 2025 Pavement Rehabilitation Project to ensure full utilization of the FY 2025-26 funding.

The 2025 Pavement Rehabilitation Project is on the City Council agenda for project award for May 21, 2025. This project has a construction schedule starting this summer and will include pavement rehabilitation and maintenance treatments for the following streets:
1.) Llagas Road from the City/County limit to Glen Ayre Drive, 2.) East Main Avenue from Condit Road to the City/County Limit, 3.) Tilton Avenue from Hale Avenue to Dougherty Avenue, and the streets within the Woodland Acres subdivision, including 4.) Woodland Avenue, 5.) Woodland Court, 6.) Rolling Hills Drive, 7.) Greenwood Avenue, 8.) Rocky Ridge Road, and 9.) Black Oak Court

The proposed resolution is expected to fulfill CTC's requirement that the City Council adopt, via resolution, a list of projects proposed for the next fiscal year's SB1 RMRA funds and meets the intention of prioritizing these funds for basic road maintenance and rehabilitation projects, and on critical safety projects.

**COMMUNITY ENGAGEMENT:**
Inform
City staff are working on a significant communication planning effort to be implemented ahead of the work, which is planned to occur during the summer months. The City has developed a page dedicated to pavement rehabilitation on the City's website that outlines long term planning for pavement rehabilitation. The webpage is available at Pavement Rehab & Street Cut Moratorium | City of Morgan Hill, CA - Official Website

**ALTERNATIVE ACTIONS:**
The City Council could direct staff to submit a funding request for an alternative project. However, SB1 funds are only allowed to be used for pavement maintenance.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
On May 15, 2024, City Council adopted Resolution No. 24-016 adopting a list of projects for Fiscal Year 2024-2025 funded by SB1: The Road Repair and Accountability Act of 2017.

On June 19, 2024, City Council adopted the FY 2024-25 through FY 2029-30 Capital Improvement Budget.

On April 2, 2025, the City Council received the Pavement Condition Update and Pavement Rehabilitation Planning update.

**FISCAL AND RESOURCE IMPACT:**
The FY 2025-26 SB1 RMRA projected revenue of $1,216,967 will be included as a revenue source for Fund 308 (Street CIP) in the City's CIP under the Pavement

Rehabilitation Program (Project No. SR5004) as part of the FY 2025-26 project 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.

**RESOLUTION NO. 25-0__**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-2026 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS,** Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS,** SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS,** the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS,** the City, will receive an estimated $1,216,967 in RMRA funding in Fiscal Year 2025-2026 from SB 1; and

**WHEREAS,** this is the ninth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS,** the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

**WHEREAS,** the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

**WHEREAS,** the funding from SB 1 will help the City maintain and rehabilitate E Main Avenue from Condit Road to the City Limit, one of the City's arterial roads, Llagas Road from Glen Ayre Drive to the City Limit and Tilton Avenue from Hale Avenue to Dougherty Avenue, two of the City's collector roads, and Woodland Avenue, Woodland Court, Rolling Hills Drive, Greenwood Avenue, Rocky Ridge Road, and Black Oak Court, six of the City's residential/local roads throughout the City this year and multiple similar projects into the future; and

**WHEREAS,** the 2023 California Statewide Local Streets and Roads Needs Assessment found

that the City's streets and roads are in a "good" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an "excellent" condition; and

**WHEREAS,** the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE, THE MORGAN HILL CITY COUNCIL DOES RESOLVE AS FOLLOWS:**

**SECTION 1:** The foregoing recitals are true and correct.

**SECTION 2:** The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2025-2026 Road Maintenance and Rehabilitation Account revenues:

**Project Title:** 2025 Pavement Rehabilitation Project
**Project Description:** 2" Pavement Mill and Fill, 3" Pavement Mill and Fill, 4" Pavement Mill and Fill, Full Depth Asphalt Concrete Pavement Repairs, ADA Curb Ramp Upgrade, Removal and Replacement of Existing Asphalt Concrete Curb, Crack Sealing, Vehicle Detector Loop Replacements, Replacement of all Existing Traffic Delineation and Markings, Replacement of Existing Flexible Bikelane Separator Posts, Utility Cover Adjustments, and all related work on various streets within the City Limits.
**Project Location:** 1.) Llagas Road from the City/County limit to Glen Ayre Drive, 2.) East Main Avenue from Condit Road to the City/County Limit, 3.) Tilton Avenue from Hale Avenue to Dougherty Avenue, and the streets within the Woodland Acres subdivision, including 4.) Woodland Avenue, 5.) Woodland Court, 6.) Rolling Hills Drive, 7.) Greenwood Avenue, 8.) Rocky Ridge Road, and 9.) Black Oak Court
**Estimated Project Schedule:** Start (06/25)– Completion (12/25) based on the component being funded with RMRA funds
**Estimated Project Useful Life:** The City's Pavement Management System estimates a new useful life of 20 years for these roadways.

**PASSED AND ADOPTED** by the City Council of Morgan Hill at a Regular Meeting held on the 21st day of May 2025 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. 25-00_ adopted by the City Council at the meeting held on May 21, 2025.

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

**DATE:** _____

**MICHELLE BIGELOW, City Clerk**

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Nolen Ugalde, Assistant Engineer
APPROVED BY: City Manager

## ADOPT A RESOLUTION TO REQUEST THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE ALLOCATION OF FISCAL YEAR 2025-2026 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 PEDESTRIAN/BICYCLE PROJECT FUNDING

### RECOMMENDATION(S)

1. Authorize staff to prepare and submit a Transportation Development Act Article 3 Pedestrian Improvement Project grant application to the Santa Clara Valley Transportation Authority for implementation of the Monterey Road High-Intensity Activated Crosswalk Beacon Project; and
2. Adopt a resolution to request the Metropolitan Transportation Commission for the allocation of fiscal year 2025-2026 Transportation Development Act Article 3 Pedestrian/Bicycle project funding.

### COUNCIL PRIORITIES, GOALS & STRATEGIES

**City Council Ongoing Priorities**
Enhancing Public Safety
Maintaining and Enhancing Infrastructure

**2024-2025 Strategic Priorities**
Fiscal Sustainability

**Guiding Documents**
Bikeways, Trails, and Recreation Master Plan
Vision Zero
Transportation Master Plan

### REPORT NARRATIVE:

On March 6, 2025, the Valley Transportation Authority (VTA) released a Call for Projects for Transportation Development Act Article 3 funds for the Fiscal Year (FY) 2025-26 funding cycle. The Transportation Development Act (TDA), Public Utilities Code Sections 99233.3 and 99234, makes funds available in the nine-county MTC Region for the exclusive use of pedestrian and bicycle projects. The City has “banked” the last several cycles of TDA Article 3 allocations and will have $317,675 in TDA Article

3 funds available in FY2025-26. Eligible claimants are allowed to bank funds for up to four years plus one year to program funds. If banked funds are not programmed by the end of the fifth year, they will be redistributed to the Countywide TDA Article 3 pool for the following fiscal year. If the City is not able to program these available funds by this upcoming cycle, the City's banked funds will begin to be redistributed to the Countywide TDA Article 3 pool.

Aside from adopting the attached resolution and authorizing the submittal of the TDA Article 3 Pedestrian Improvement Project grant application to the Santa Clara Valley Transportation (Attachment 1 & 2), another requirement to be eligible to claim TDA funds is that the project be reviewed by a Bicycle, Pedestrian Advisory Committee (BPAC) or equivalent. On April 15, 2025, staff presented the HAWK project to the Parks and Recreation Commission, as the Commission is responsible to serve in the role of the City's Bicycle and Trails advisory Committee. The Commission reviewed the project and recommended staff proceed with the application and project. Therefore, staff recommends using the available TDA funds on the Monterey Road High-Intensity Activated Crosswalk Beacon Project (HAWK Project). This project was identified in the Transportation Master Plan (TMP) update (adopted by City Council in December 2024) and would be an upgrade to the existing uncontrolled pedestrian crossing. The HAWK Project proposes to install a HAWK signal to provide a controlled, protected pedestrian crossing on Monterey Road between West Central Avenue and Keystone Avenue (Attachment 3 - Conceptual Site Plan and Attachment 4 - Site Map).

**COMMUNITY ENGAGEMENT:**

Inform / Involve

Significant community engagement was conducted as part of the Transportation Master Plan. Staff will continue to communicate with Britton Middle School and Morgan Hill Unified School District regarding the final design and construction of this project.

**ALTERNATIVE ACTIONS:**

The City Council could direct staff to submit a request to MTC for a different project. However, preparing a different request, and having the request reviewed by the City's Parks and Recreation Commission could lead to the City missing the deadline for request submittal, resulting in a portion of the City's allocation being redistributed to the Countywide pool.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

On December 4, 2024, the City Council reviewed and approved the Transportation Master Plan.

On April 15, 2025, the Parks and Recreation Commission reviewed the HAWK project and recommended the City Council to adopt the resolution to request MTC to allocate FY2025-26 funds for the HAWK project.

**FISCAL AND RESOURCE IMPACT:**

The City intends on utilizing the total $317,675 of allocated TDA Article 3 funds on the

construction phase of the HAWK project. Construction costs for the project are estimated to be about $400,000 - $450,000. Project No. SR5005 is in the currently approved Capital Improvement Program and can supplement some additional costs from Funding Source F346-Public Facilities Fund.

**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.

**RESOLUTION NO. 25-0__**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL REQUESTING TO THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE ALLOCATION OF FISCAL YEAR 2025-2026 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 PEDESTRIAN/BICYCLE PROJECT FUNDING**

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, Revised, entitled "Transportation Development Act, Article 3, Pedestrian/Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution No. 4108, Revised requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the City of Morgan Hill desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists; now, therefore, be it

**NOW, THEREFORE, THE MORGAN HILL CITY COUNCIL DOES RESOLVE AS FOLLOWS:**

RESOLVED, that the City of Morgan Hill declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, be it

RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the City of Morgan HIll to carry out the project; and furthermore, be it

RESOLVED, that the City of Morgan Hill attests to the accuracy of and approves the statements in Attachment A to this resolution; and furthermore, be it

RESOLVED, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may

be, of the County of Santa Clara for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

**PASSED AND ADOPTED** by the City Council of Morgan Hill at a Regular Meeting held on the 21st day of May 2025 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. 25-00_ adopted by the City Council at the meeting held on May 21, 2025.

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

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

Resolution No. **25-0__**
Attachment A

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year **2025 - 2026** Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

**Findings**
Page 1 of 1

1. That the **City of Morgan Hill** is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the **City of Morgan Hill** legally impeded from undertaking the project(s) described in "Attachment B" of this resolution.
2. That the **City of Morgan Hill** has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or final design and engineering or quick build project; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic and/or Class IV separated bikeway; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the **City of Morgan Hill** within the prior five fiscal years.
8. That the project(s) described in Attachment B which are bicycle projects have been included in a detailed bicycle circulation element included in an adopted general plan, or included in an adopted comprehensive bikeway plan (such as outlined in Section 2377 of the California Bikeways Act, Streets and Highways Code section 2370 et seq.) or responds to an immediate community need, such as a quick-build project.
9. That any project described in Attachment B bicycle project meets the mandatory minimum safety design criteria published in the California Highway Design Manual or is in a National Association of City and Transportation Officials (NACTO) guidance or similar best practices document.
10. That the project(s) described in Attachment B will be completed in the allocated time (fiscal year of allocation plus two additional fiscal years).
11. That the **City of Morgan Hill** agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Attachment B

**TDA Article 3 Project Application Form**

| | | | |
|---|---|---|---|
| 1. **Agency** | City of Morgan Hill | | |
| 2. **Primary Contact** | Nolen Ugalde | | |
| 3. **Mailing Address** | 17575 Peak Avenue, Morgan Hill, CA 95037 | | |
| 4. **Email Address** | Nolen.ugalde@morganhill.ca.gov | 5. **Phone Number** | 408-413-3568 |
| 6. **Secondary Contact** (in the event primary is not available) | Kristian Wallace | | |
| 7. **Mailing address** (if different) N/A☐ | 17575 Peak Avenue, Morgan Hill, CA 95037 | | |
| 8. **Email Address** | kristian.wallace@morganhill.ca.gov | 9. **Phone Number** | 408.778.6480 |
| 10. **Send allocation instructions to** (if different from above): | Nolen Ugalde (Primary Contact) | | |
| 11. **Project Title** | Monterey Road High-Intensity Activated Crosswalk Beacon Project | | |
| 12. **Amount requested** | $317,675 | 13. **Fiscal Year of Claim** | 2025-2026 |

14. **Description of Overall Project:**

Installation of pedestrian traffic control devices, such as a High-Intensity Activated Crosswalk Beacon (HAWK) signal, to create a controlled, midblock crossing on Monterey Road, between W. Central Avenue and Keystone Avenue, in front of Britton Middle School, as identified in the City of Morgan Hill's Transportation Master Plan, adopted 2024. This crossing would replace the existing, RRFB enhanced crossing at W. Central Avenue.

15. **Project Scope Proposed for Funding:** (Project level environmental, preliminary planning, and ROW are ineligible uses of TDA funds.)

Construction only

16. **Project Location:** A map of the project location is attached or a link to a online map of the project location is provided below:

See attached.

**Project Relation to Regional Policies** (for information only)

17. Is the project in an Equity Priority Community? Yes☐ No☒

18. Is this project in a Priority Development Area or a Transit-Oriented Community? Yes☒ No☐

19. **Project Budget and Schedule**

| Project Phase | TDA 3 | Other Funds | Total Cost | Estimated Completion (month/year) |
|---|---|---|---|---|
| Bike/Ped Plan | | | | n/a |
| ENV | | | | n/a |
| PA&ED | | | | n/a |
| PS&E | | 50,000 | 50,000 | December 2025 |
| ROW | | | | n/a |
| CON | 317,675 | 100,000 | 417,675 | December 2026 |
| Total Cost | 317,675 | 150,000 | **467,675** | |

**Project Eligibility**

**A.** Has the project been reviewed by the Bicycle and Pedestrian Advisory Committee? Yes☒ No☐
If "YES," identify the date and provide a copy or link to the agenda.
If "NO," provide an explanation).
*The Project was reviewed by the City's assigned BPAC, the Parks and Recreation Commission on April 15, 2025.*

**B.** Has the project been approved by the claimant's governing body? Yes☒ No☐
If "NO," provide expected date:_____
*Project was approved in the City's Transportation Master Plan, adopted December 2024*

**C.** Has this project previously received TDA Article 3 funding? Yes☐ No☒
(If "YES," provide an explanation on a separate page)

**D.** For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? Yes☒ No☐

**E.** **1.** Is the project categorically exempt from CEQA, pursuant to CCR Section 15301(c), Existing Facility? Yes☒ No☐

**2.** If "NO" above, is the project is exempt from CEQA for another reason? Yes☐ No☐
Cite the basis for the exemption. _____ N/A☐
If the project is not exempt, please check "NO," and provide environmental documentation, as appropriate.

**F.** Estimated Completion Date of project (month and year): December 2026

**G.** Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility, please identify below and provide the agreement. Yes☒ No☐

**H.** Is a Complete Streets Checklist required for this project ? Yes☒ No☐
If the amount requested is over $250,000 or if the total project phase or construction phase is over $250,000, a Complete Streets checklist is likely required. Please attach

the Complete Streets checklist or record of review, as applicable. More information and the form may be found here: https://mtc.ca.gov/planning/transportation/complete-streets

SCALE: 1"=20'
0 10 20 30 40

APN 726-23-014
17698 Monterey Road

APN 726-23-020

APN 726-23-012
17680 Monterey Road

APN 726-23-011
17660 Monterey Road

APN 726-23-010
17650 Monterey Road

APN 726-23-009
17630 Monterey Road

remove (e) RRFB pole
remove (e) curb ramp
remove (e) crosswalk striping
remove (e) yield striping, typical
remove (e) striping
remove (e) speed feedback sign and flashing beacon
(e) curb
(N) HAWK Signal Pole
(N) Curb
(N) Curb Ramp
See Detail B below
(N) Conduit
40'
250'
(N) High-Visibility Crosswalk
10'
(N) Pole
(N) Curb
Raised Median as installed with Monterey Corridor Safety and Rehabilitation Project
53+00
54+00
55+00
56+00
57+00
58+00
59+00
remove (e) RRFB pole
(N) Raised Median
remove (e) crosswalk striping
250'
30'
(N) High-Visibility Crosswalk
Monterey Road
See Detail A Below
remove (e) crub ramp
remove (e) RRFB pole
(N) Curb Ramp
(N) HAWK Signal Pole
(N) Curb and Gutter
(e) curb and gutter
(N) Conduit
(N) Controller Cabinet
SIG

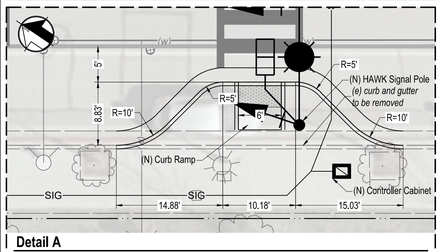
W. Central Ave.

Keystone Ave.

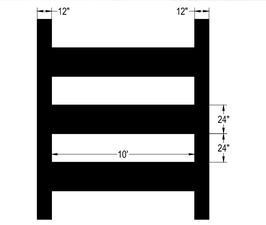
APN 764-15-001
Britton Middle School
80 W. Central Ave

Conceptual Site Plan

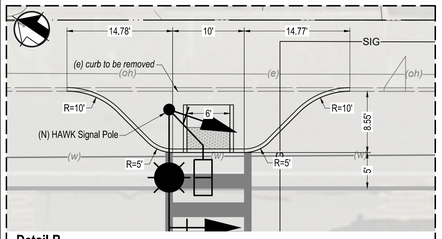
Monterey Rd. High-Intensity Activated Crosswalk




**Detail A**
Scale: 1" = 10'




**High-Visibility Crosswalk Detail**
Scale: none




**Detail B**
Scale: 1" = 10'

| NO. | DESCRIPTION | DATE | BY |
|---|---|---|---|
| | | | |

REVISIONS

WORK ACCEPTED: INSPECTOR:
BY: DATE:

DRAWN: KW | DESIGN: KW | HOR. 1" = 20'
CHECKED: YC | DATE: | VERT. N/A
APPROVED: | DATE: | JOB NO. SR5005

Scott C. Creer
RCE 58879
CITY ENGINEER
EXP. DATE 06-30-2025

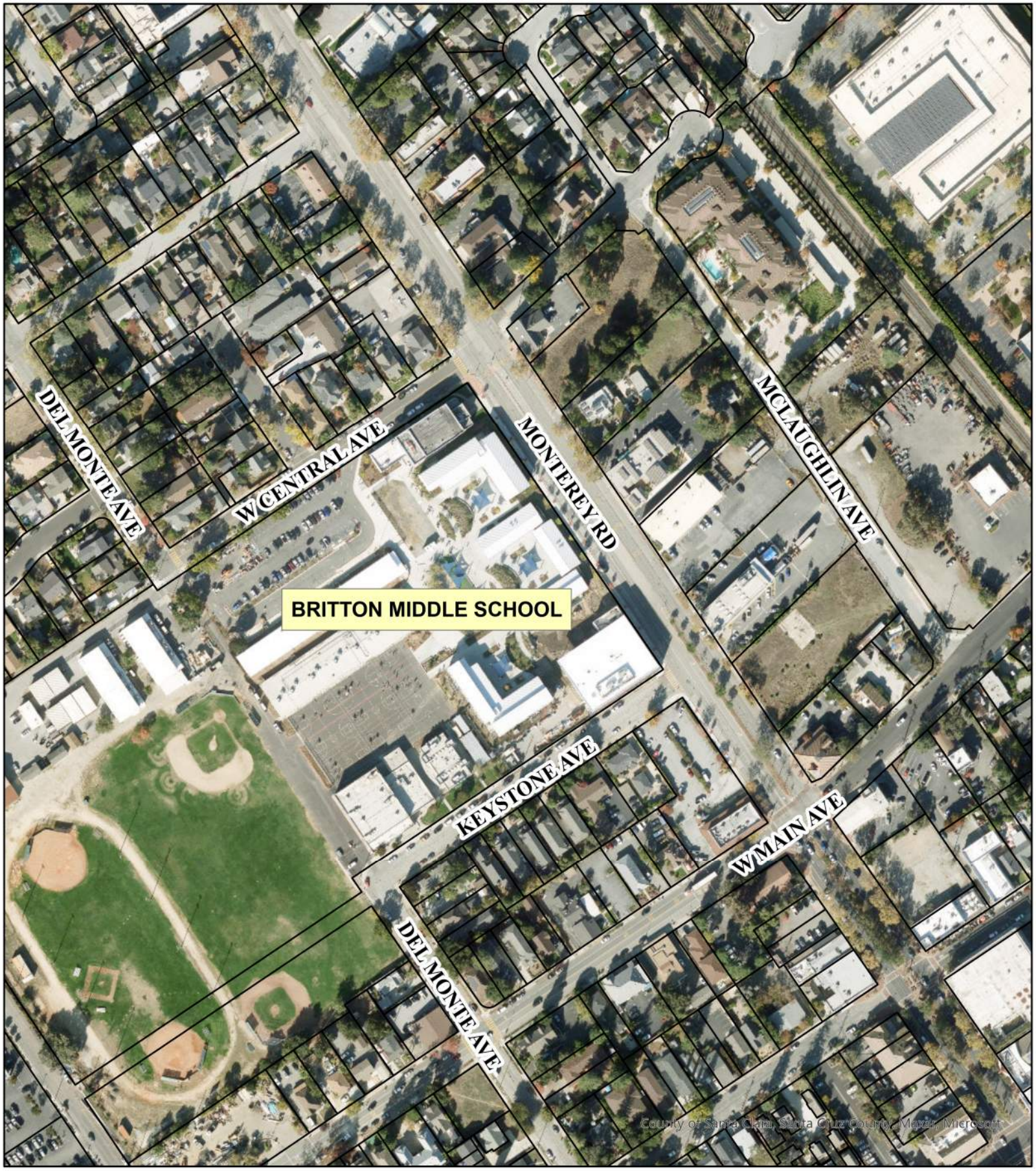
CITY OF MORGAN HILL

**City of Morgan Hill**
Engineering & Utilities
17575 PEAK AVE. MORGAN HILL, CA 95037
(408) 776-6480 FAX (408) 779-7236

**Conceptual Site Plan**
**Monterey Rd. High-Intensity Activated Crosswalk**
MORGAN HILL CALIFORNIA

FILE NO. SR5005
PLAN SET 4/14/25
DRAWING 1 OF 1


S:\PW ENGINEERING\PROJECTS\SR5000 - SR5999\SR5005 - Monterey Rd High-Intensity Activated Crosswalk\Plan Set\SR5005 Sheet 1.dwg 4/14/2025 9:59:07 AM Printed 4/14/2025 9:59:07 AM by Kimberly Weber




CITY OF MORGAN HILL

**Public Services Department**
**Engineering Division**

# SITE MAP
# MONTEREY RD. HIGH-INTENSITY ACTIVATED CROSSWALK

0 80 160 320 480 640 Feet

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Charlie Ha, Supervising Civil Engineer
APPROVED BY: City Manager

## ADOPT A RESOLUTION DECLARING THE SUMMARY VACATION OF A PORTION OF A PUBLIC SERVICE AND LANDSCAPE EASEMENT AT 250 JARVIS DRIVE (APN 726-25-095)

### RECOMMENDATION(S)

1. Adopt a Resolution declaring the Summary Vacation of a portion of a Public Service and Landscape Easement at 250 Jarvis Drive (APN 726-25-095); and
2. Direct the City Clerk to file a certified copy of the Resolution in the Office of the Recorder of Santa Clara County.

### COUNCIL PRIORITIES, GOALS & STRATEGIES

**Guiding Documents**
Morgan Hill 2035 General Plan

### REPORT NARRATIVE:

Located at 250 Jarvis Drive, the Vida Apartments, formerly known as the Butterfield Village development project, consist of 389 apartment units (see attached Site Map). As required by the Butterfield Village project's conditions of approval, a portion of the Public Service and Landscape Easement is to be vacated along the Jarvis Drive frontage as shown in the attached, proposed Resolution.

This portion of the Public Service and Landscape Easement has not been used for the purpose for which it was dedicated since the original subdivision map was recorded in May 29, 2002.

Staff have requested all eligible public utility companies to declare their position on this summary vacation application and staff did not receive any opposition to the requested Public Service and Landscape Easement vacation.

The portion of the Public Service and Landscape Easement described in the proposed resolution is not required for present or prospective public use. This vacation is being processed under the Summary Vacation procedure as outlined in the Streets and Highways Code Division 9, Part 3, Chapter 4, Section 8330, et seq.

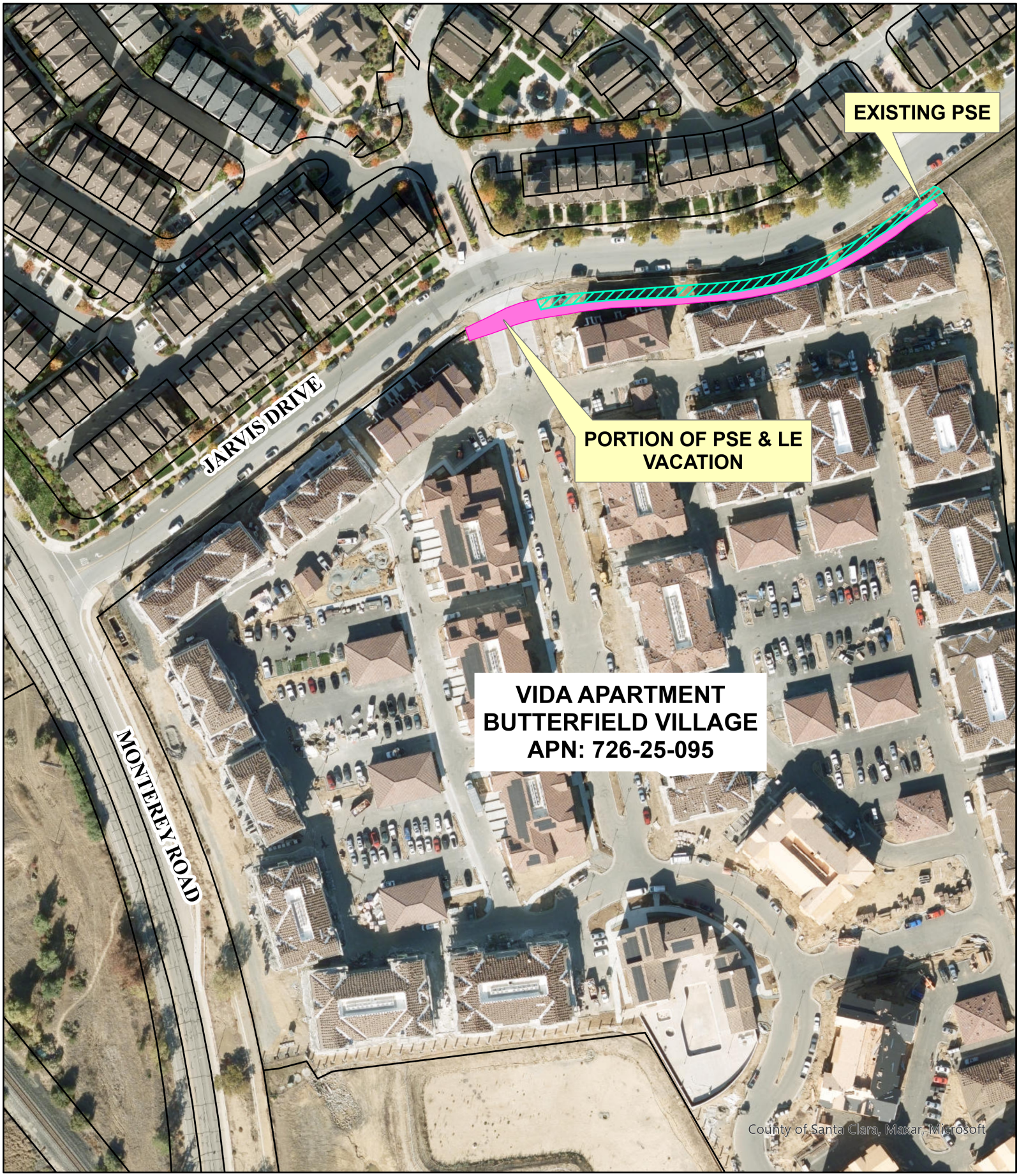
**COMMUNITY ENGAGEMENT:**
This report serves to inform the community of the proposed Summary Vacation of the Public Service and Landscape Easement at 250 Jarvis Drive.

**ALTERNATIVE ACTIONS:**
There are no feasible alternative actions.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
On March 2, 2022, the City Council approved an Improvement Agreement for the Butterfield Village Project.

**FISCAL AND RESOURCE IMPACT:**
The review cost for this vacation application is paid from development processing fees.

**CEQA (California Environmental Quality Act):**
Not a Project
Does not have the potential to cause direct or indirect environmental impacts.




CITY OF MORGAN HILL
**Public Services Department**
**Land Development Engineering Division**

**Site Map**
**Vida Apartment**
**Butterfield Village**
**APN: 726-25-095**

**RECORDING REQUESTED BY:**

CITY OF MORGAN HILL

**WHEN RECORDED MAIL DOCUMEN TO:**

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

RECORD AT NO FEE
PER GOVERNMENT CODE SECTION 6103 & 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**RESOLUTION NO._____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL DECLARING ITS SUMMARY VACATION OF A PORTION OF A PUBLC SERVICE AND LANDSCAPE EASEMENT AT 250 JARVIS DRIVE (APN 726-25-095)**

**RESOLUTION NO._____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL DECLARING ITS SUMMARY VACATION OF A PORTION OF A PUBLIC SERVICE AND LANDSCAPE EASEMENT AT 250 JARVIS DRIVE (APN 726-25-095)**

**WHEREAS,** pursuant to the provisions of the California Streets and Highways Code, Section 8330 *et seq.,* the City Council may summarily vacate public easements;

**WHEREAS,** pursuant to the provisions of Section 8333(a), the City Council may summarily vacate a public easement if the easement has not been used for the purpose for which it was dedicated;

**WHEREAS,** the City Engineer of the City of Morgan Hill has recommended that the hereinafter described property presently held for public purposes is unnecessary for present or prospective municipal purposes;

**NOW THEREFORE, THE MORGAN HILL CITY COUNCIL DOES RESOLVE AS FOLLOWS:**

**SECTION 1:** The City Council of the City of Morgan Hill hereby finds from all evidence submitted that the portion of the Public Service and Landscape Easement at 250 Jarvis Drive, as fully described in "Exhibits A" and "B", is unnecessary for present or prospective public purposes, and is hereby vacated.

**SECTION 2:** The order of vacation of a portion of Public Service and Landscape Easement conforms to California Streets and Highways Code, Section 8333(a) as follows: the portion of public easement has not been used for the purpose of which it was dedicated.

**SECTION 3:** All concerned utility companies have been notified in writing of the proposed summary vacation and no opposition was received.

**SECTION 4:** From and after the date this Resolution is recorded, the portion of Public Service and Landscape Easement described here as vacated will no longer constitute a Public Service and Landscape Easement.

**SECTION 5:** The City Clerk is hereby directed to cause a certified copy of this Resolution, attested by said Clerk under seal, to be recorded without acknowledgment, certificate of acknowledgment or further proof in the Office of the Recorder of Santa Clara County. No fees shall be charged for recordation.

**PASSED AND ADOPTED** by the City Council of Morgan Hill at a Regular Meeting held on the _____ day of _____, 2025 by the following vote:

| | |
|---|---|
| **AYES:** | **COUNCIL MEMBERS:** |
| **NOES:** | **COUNCIL MEMBERS:** |
| **ABSTAIN:** | **COUNCIL MEMBERS:** |
| **ABSENT:** | **COUNCIL MEMBERS:** |

**APPROVED:** **ATTEST:**

_____ _____

**MARK TURNER, Mayor** **MICHELLE BIGELOW, City Clerk**

## CERTIFICATION

**I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California,** do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, adopted by the City Council at the meeting held on _____, 2025.

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

**DATE:** _____ _____

**MICHELLE BIGELOW, City Clerk**

**"EXHIBIT A"**
**LEGAL DESCRIPTION**
**VACATION OF A PORTION OF A**
**"LANDSCAPE AND PUBLIC SERVICE EASEMENT"**

All that real property situated in the City of Morgan Hill, County of Santa Clara, State of California, being a portion of the "Landscape and Public Service Easement" as shown on the Parcel Map filed May 21, 2002, recorded in Book 749 of Maps, at Pages 6 and 7, Records of Santa Clara County, California, being more particularly described as follows:

**Commencing** at a point on the south line of Jarvis Drive, at the southwesterly terminus of the course designated as (N85°10'01"E 157.16 feet) on said Parcel Map; thence along said south line, also being a curve to the left, having a radius of 260.00 feet, and tangent to the proceeding named course, through a central angle of 10°59'13", a distance of 49.86 feet to the Point of Beginning; thence leaving said south line, S15°49'12"E, a distance of 10.00 feet, to a point on a line 10 feet southerly of, and concentric with, said south line of Jarvis Drive; thence along a curve to the right, from which the radius bears, S15°49'12"E, a radial distance of 250.00 feet, through a central angle of 10°59'13", a distance of 47.94 feet, to a line 10 feet southerly of, and parallel with, the south line of Jarvis Drive; thence along said parallel line, N85°10'01"E, a distance of 157.16 feet, to a tangent curve to the left, having a radius of 350.00 feet, and concentric with the south line of Jarvis Drive; thence along said curve, through a central angle of 31°12'23", a distance of 190.63 feet, to a line 10 feet southerly of, and parallel with the south line of Jarvis Drive; thence along said parallel line, N53°57'38"E, a distance of 72.88 feet, to the west line of "Parcel 1", as shown on the Parcel Map for Lot Line Adjustment, filed June 22, 2017 in Book 904 of Maps, at Pages 47 and 48, Records of Santa Clara County, California; thence along said west line, along a non-tangent curve to the right, from which the radius point bears S47°42'34"W, a radial distance of 20.00 feet, through a central angle of 6°06'43", a distance of 2.13 feet; thence continuing along said west line, S36°10'43"E, a distance of 7.87 feet, to a point on a line 20 feet southerly of, and parallel with, the south line of Jarvis Drive; thence along said parallel line, S53°57'38"W, a distance of 73.01 feet, to the beginning of a tangent curve to the right, having a radius of 360.00 feet, and concentric with the south line of Jarvis Drive; thence along said curve, through a central angle of 31°12'23", a distance of 196.08 feet, to a point on a line 20 feet southerly of, and parallel with, the south line of Jarvis Drive; thence along said parallel line, S85°10'01"W, a distance of 157.16 feet, to a tangent curve to the left, having a radius of 240.00 feet, and concentric with the south line of Jarvis Drive; thence along said curve, through a central angle of 33°25'20", a distance of 140.00 feet; thence N38°58'45"W, a distance of 20.00 feet, to the south line of Jarvis Drive, and a non-tangent curve to the right, from which the radius point bears, S38°18'39"E, a radial distance of 260.00 feet; thence along said curve, through a central angle of 22°29'27", a distance of 102.06 feet to the **Point of Beginning**.

Containing 6,665 square feet, more or less.
As shown on "Exhibit B", attached hereto and made a part hereof.

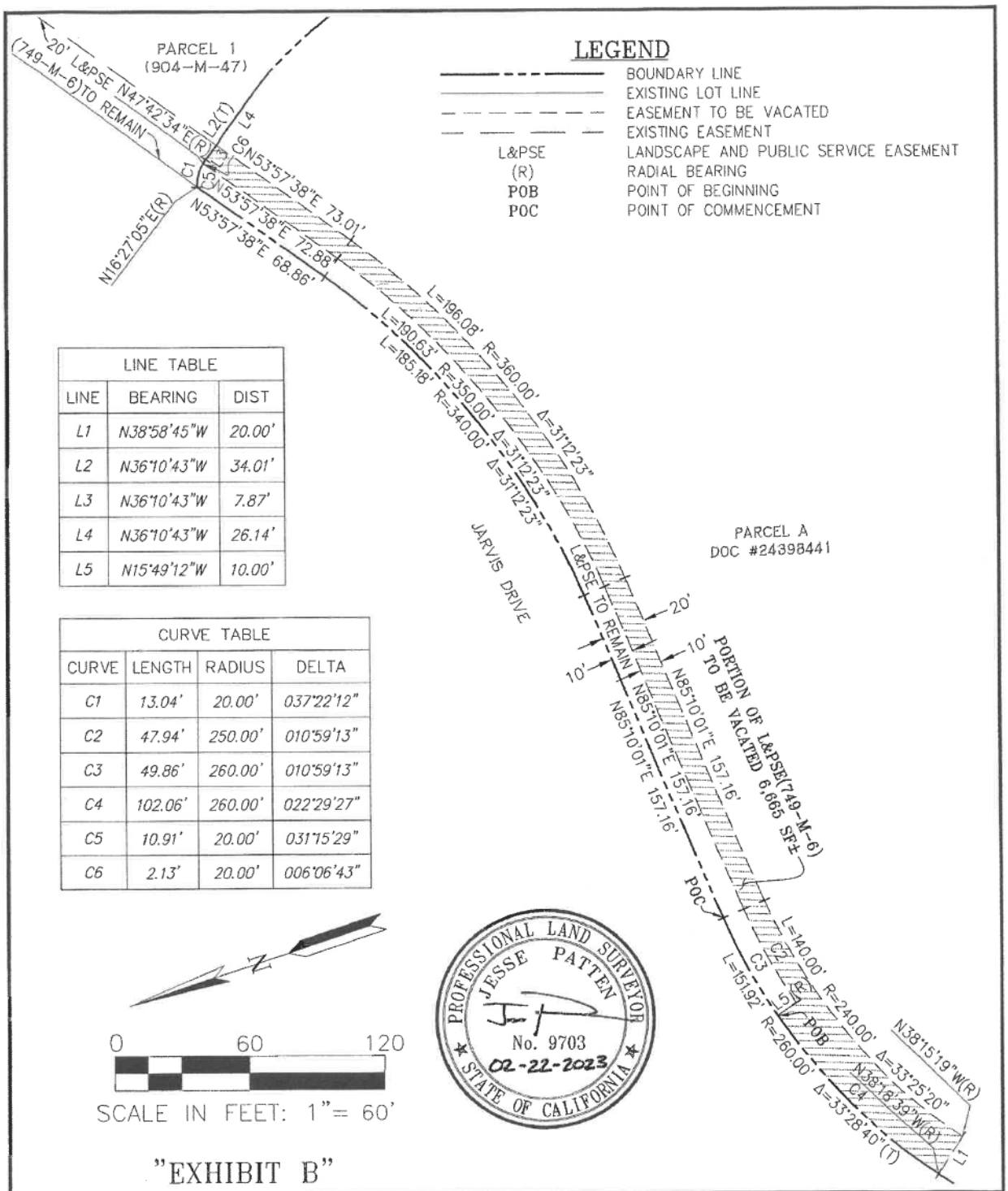



**END OF DESCRIPTION**

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

02-22-2023

Jesse Patten, PLS 9703 Date




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DIST |
| L1 | N38°58'45"W | 20.00' |
| L2 | N36°10'43"W | 34.01' |
| L3 | N36°10'43"W | 7.87' |
| L4 | N36°10'43"W | 26.14' |
| L5 | N15°49'12"W | 10.00' |

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA |
| C1 | 13.04' | 20.00' | 037°22'12" |
| C2 | 47.94' | 250.00' | 010°59'13" |
| C3 | 49.86' | 260.00' | 010°59'13" |
| C4 | 102.06' | 260.00' | 022°29'27" |
| C5 | 10.91' | 20.00' | 031°15'29" |
| C6 | 2.13' | 20.00' | 006°06'43" |

"EXHIBIT B"

PLAT TO ACCOMPANY DESCRIPTION TO VACATE A PORTION OF THE "LANDSCAPE AND PUBLIC SERVICE EASEMENT" AS SHOWN ON THE PARCEL MAP FILED MAY 21, 2002, IN BOOK 749 OF MAPS, AT PAGES 6 AND 7, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

SHEET 1 OF 1

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS

| SCALE: | DATE: | JOB NO.: |
|---|---|---|
| 1"=60' | 02/22/2023 | 142002 |

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Nolen Ugalde, Assistant Engineer
APPROVED BY: City Manager

## APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AND ADMINISTER A CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS WITH KIMLEY-HORN & ASSOCIATES TO PROVIDE CONCEPTUAL DESIGN OF ROUNDABOUT INTERSECTION IMPROVEMENTS AT WATSONVILLE ROAD AND SUNNYSIDE AVENUE/SANTA TERESA BOULEVARD

### RECOMMENDATION(S)
Approve and authorize the City Manager to execute and administer a Consultant Agreement for Design Professionals with Kimley-Horn & Associates for the conceptual design of Roundabout Intersection Improvements at the intersection of Watsonville Road and Sunnyside Avenue/Santa Teresa Boulevard in the amount of $175,096.

### COUNCIL PRIORITIES, GOALS & STRATEGIES
**City Council Ongoing Priorities**
Enhancing Public Safety

**2024-2025 Strategic Priorities**
Fiscal Sustainability
Healthy Community

**Guiding Documents**
Bikeways, Trails, and Recreation Master Plan
Morgan Hill 2035 General Plan
Vision Zero
Transportation Master Plan

### REPORT NARRATIVE:
The intersection of Watsonville Road and Sunnyside Avenue/Santa Teresa Boulevard is currently an all-way controlled stop and is at the border between the City and the County of Santa Clara. This intersection has been identified in the City's General Plan and Capital Improvement Program as a location for the construction of a new traffic signal along with other intersection improvements. A plan line studying the extension of Hale Avenue from Main Avenue to Watsonville Road was completed in 2017 and identified the need for an overall widening of Santa Teresa Boulevard/Sunnyside

Avenue. Additionally, the City's recently adopted Transportation Master Plan (2024) has studied the intersection for the installation of a roundabout in lieu of traffic signal.

On March 7, 2025, staff issued a Request for Proposals (RFP) for design services for intersection improvements at Watsonville Road and Sunnyside/Santa Teresa Boulevard to provide the City with conceptual designs for the construction of a roundabout (Project). The City received two proposals by the due date of April 4, 2025. The proposals were evaluated by a three-member selection committee using the following criteria: 1) Firm Qualifications; 2) Understanding and Meeting RFP Objectives; 3) Other Factors. Below is a summary of the scores:

| Firm | Firm Qualifications (30) | Understanding and Meeting RFP Objectives (30) | Other Factors (30) | Total (90) |
|---|---|---|---|---|
| Kimley-Horn & Associates | 26 | 26 | 25 | 77 |
| DEENSCORP | 27 | 27 | 26 | 80 |

The proposals submitted by Kimley-Horn & Associates and DEENSCORP demonstrated to the selection committee that both firms were qualified to provide the requested design services. However, upon review of the fee proposals, the number of hours estimated by DEENSCORP to provide the conceptual roundabout design was nearly triple the number of hours estimated by Kimley-Horn & Associates, which resulted in the fee proposal from DEENSCORP being more than double that of the fee proposal from Kimley-Horn & Associates. See below for a summary of hours and proposed fees:

| Firm | Estimated Hours | Total Fee Proposal |
|---|---|---|
| Kimley-Horn & Associates | 574 | $175,096.00 |
| DEENSCORP | 1410 | $398,838.62 |

Due to the two firms' similar scoring and in order to be cost-effective, staff recommends approving a contract with Kimley-Horn & Associates for the conceptual design of the roundabout.

**COMMUNITY ENGAGEMENT:**

Inform / Involve

Significant community engagement was conducted as part of the Transportation Master Plan (2024).

**ALTERNATIVE ACTIONS:**

The City Council could choose to not authorize the City Manager to execute a contract with Kimley-Horn and either direct City Manager to execute a contract with DEENSCORP or could direct staff to reissue the Request for Proposals. However, a competitive Request for Proposals process was already performed, and there is a chance that the City would not receive proposals from a more qualified group of

consultants.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
On August 23, 2017, City Council adopted a Resolution adopting an official plan line for the Hale Avenue extension and Santa Teresa Corridor Widening and realignment project.

On December 4, 2024, the City Council reviewed and approved the Transportation Master Plan.

**FISCAL AND RESOURCE IMPACT:**
Project No. SR5003, Traffic Signal and Intersections Improvements Project, is in the currently approved Capital Improvement Program. $175,096 of Funding Source F309 – Traffic Impact Fund,  would be used for this contract.

**CEQA (California Environmental Quality Act):**
The CEQA requirement will be further studied through this contract. The final CEQA determination will be addressed prior to the final design.

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61

# CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS
## KIMLEY-HORN AND ASSOCIATES, INC.

**THIS AGREEMENT** is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Kimley-Horn and Associates Inc. a North Carolina corporation ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

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

2. **Term of Agreement**. This Agreement shall cover services rendered from the Effective Date of this Agreement until December 31, 2026 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement provided the compensation does not exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council. Any such extension shall be in writing and signed by both Parties to this Agreement.

3. **Scope of Service**. The services to be performed by CONSULTANT shall be Conceptual Design of Intersection Improvements at Watsonville Road and Sunnyside Avenue/Santa Teresa Boulevard as further described in **Exhibit A.**

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

4.1. Amount. $175,096. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed One Hundred Seventy Five Thousand Ninety Six dollars and shall be billed based on the rate and basis set forth in **Exhibit B.** If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement, and provided further that in no event shall such maximum compensation allowed for the term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council.

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

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61

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

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

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

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

7.1. **Insurance Types and Amounts.**

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

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61

combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

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

7.1.5. Professional Liability.

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

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61

7.1.5.2. If the performance of CONSULTANT'S work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars ($1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

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

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

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

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

7.2.2. Workers Compensation.

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

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

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61

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

Certificate Holder address:

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

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

9. **Compliance with Law**.

9.1. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon any basis prohibited by State or Federal law, including but not limited to, race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

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

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

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

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61

MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that CONSULTANT or an subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision, or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision, or order within five (5) days of satisfying the final judgment, decision, or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

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

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

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

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

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

12. **Conflict of Interest and Reporting**. CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement including, without limitation, complying with California Government Code section 1090 *et seq*., the California Political Reform Act (California Government Code section 87100 *et seq*.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 *et seq*.). CONSULTANT will further comply, and will ensure that its agents and its subcontractors comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8).

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61

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

Address of CONSULTANT is as follows:

Kimley-Horn and Associates, Inc
10 S Almaden Blvd, Suite 1250
San Jose, CA 95113

Address of CITY is as follows:

| | |
|---|---|
| Nolen Ugalde | with a copy to: |
| Assistant Engineer | City Clerk |
| City of Morgan Hill | City of Morgan Hill |
| 17575 Peak Avenue | 17575 Peak Avenue |
| Morgan Hill, CA 95037 | Morgan Hill, CA 95037 |

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

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

16. **Maintenance of Records**.

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

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

16.3. Ownership of Work Product. All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61

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

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

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

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

21. **Defense and Indemnification**.

21.1. Defense and Indemnification for Design Professional Services. Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers (“INDEMNITEES”) from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement (“CLAIM”) to the extent of CONSULTANT’S proportionate percentage of fault.

21.2. Defense and Indemnification for Non-Design Professional Services. For all services performed under this agreement not covered by Section 21.1 above, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers (“INDEMNITEES”) from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors (“CLAIM”).

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

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61

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

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

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

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

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

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

25. **Notice of Security and/or Privacy Incident.** If CONSULTANT, or its subconsultant, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to CITY PII, PHI and/or PCI, CONSULTANT shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery or notification of the incident or potential breach, notify CITY of such incident or potential breach. CONSULTANT shall, upon CITY's request, investigate such incident or potential breach, inform the CITY of the results of any such investigation, and assist the CITY in maintaining the confidentiality of such information. In addition to the foregoing, CONSULTANT shall provide CITY with any assistance necessary to comply with any state and/or federal laws requiring the provision of notice of any privacy incident or security breach with respect to any CITY PII, PHI and/or PCI to the affected or impacted individuals and/or organizations, in addition to any notification to applicable state and federal agencies. CONSULTANT agrees that it shall reimburse CITY for all expenses, costs, attorneys' fees, and resulting fines, penalties, and damages associated with such incident, breach, investigation and/or notification.

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61

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

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

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

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

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

/ / /

/ / /

*[Signatures on Next Page]*

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

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

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

City Clerk/Deputy City Clerk

Michelle Bigelow
Print Name

Date: _____

APPROVED AS TO FORM:
Donald A. Larkin

City Attorney

Print Name

Date: _____

CITY OF MORGAN HILL

City Manager

Christina J. Turner
Print Name

Date: _____

KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
Matthew Weir
By: 1C6B343D36F0443...

Matthew Weir Sr. Vice President
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 5/16/2025

By:

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

Date: _____

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61

# EXHIBIT A
# SCOPE OF SERVICES

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61



# Scope of Work

## Task 1: Project Management and Coordination

### Sub-Task 1.1 Project Coordination (Internal & External)

The Kimley-Horn project manager and task managers will supervise, coordinate, and monitor planning and design of the project for conformance with standards and policies established at the beginning of the project. Kimley-Horn will coordinate with the City and other stakeholders, and with various planning and design functional groups and subconsultants.

### Sub-Task 1.2 Meetings and Schedule

The Kimley-Horn team will schedule and facilitate a kick-off meeting to discuss the project scope of work, schedule, budget, requests for pertinent City-owned documentation, and an understanding of communication lines, proposed project approach, and potential design challenges. Kimley-Horn will provide a meeting agenda. During the kickoff meeting, Kimley-Horn and the City will agree on the appropriate regulatory agencies, utility owners, and local stakeholders needed to coordinate with. Following the meeting, Kimley-Horn will prepare and provide meeting minutes.

Kimley-Horn will attend meetings with City staff (virtually) to discuss project status, design coordination, and other critical issues throughout the project development, with attendance from up to 2 Kimley-Horn staff at each meeting. On an as-needed basis, Kimley-Horn staff will attend up to three City meetings to facilitate the advancement of the project and discuss comments from submittal reviews.

The Kimley-Horn team will work with the City to develop an agreed upon project schedule for all submittals and giving the City sufficient review time at each submittal. Kimley-Horn will update the project schedule for each milestone listed above and at progress meetings with the City. The project schedule will be prepared in Gantt Chart format, utilizing Microsoft project software.

This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. Times for performance shall be extended, as necessary, for delays or suspensions due to circumstances that Kimley-Horn does not control.

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61



### Sub-Task 1.3 Project Administration

The Kimley-Horn team will provide administration efforts as follows: work plan, processing monthly invoices, and preparing monthly progress reports. Invoices will be prepared in a format acceptable to the City. Monthly progress reports will be prepared with each invoice and will include a summary of the effort performed that month, including on-going efforts and deliverables.

## Task 2: Data Collection

### Sub-Task 1.4 Quality Assurance/Quality Control

Kimley-Horn will perform an in-house QA/QC review of each deliverable prior to submitting to the City for each submittal. Kimley-Horn's quality control review for each submittal will include an interdisciplinary review of the entire design package for coordination among the various design elements. The different project sheets will present the design in a common manner with no contradictions or variances. The QC review will be done digitally using Bluebeam REVU software.

### Sub-Task 2.1 Gather Existing Information

Kimley-Horn will request existing information from the client, which includes as-built plans, utility contact list, right-of-way maps, ongoing projects in the project area, GIS or topographic information, accident and traffic data, current standard details and specifications, engineering reports, and any existing maintenance agreements. This information will be incorporated into the base map in our drawings.

### Sub-Task 2.2 Utility Coordination

Kimley-Horn will document utility contact information provided by the client in the previous subtask. Kimley-Horn will prepare a utility authorization letter to act on behalf of the client in the utility coordination process, and this assumes the Client will sign and place on Client letterhead.

Kimley-Horn will prepare a USA 811 design stage ticket to get existing utility purveyors in the area. Kimley-Horn will prepare Utility "A" letters, requesting existing record maps and utility information to incorporate into the base map.

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61



**Sub-Task 2.3 Site Visits and Field Investigation**

The Kimley-Horn team will conduct field visits with the City to support the preliminary engineering design, right-of-way information, and utility coordination. We assume (1) site visit with 3 members of the Kimley-Horn team.

**Sub-Task 2.4 Topographic Survey**

Kimley-Horn's subconsultant, UNICO, will establish horizontal and vertical control derived from local jurisdictional approved NAD83, California State Plane Coordinates and NAVD88 benchmarks. UNICO will perform design level (non-aerial) topographic surveying and base mapping along the project limits. The limits are centered at the proposed roundabout location at the intersection of Watsonville Road and Sunnyside Avenue/Santa Teresa Boulevard and will extend approximately 700 feet along each leg of the intersection in each direction. The width of the survey will cover the full right of way and approximately 25 feet

beyond where accessible and sufficient for roundabout alternatives at the intersection. The ground survey will include, but not be limited to the following: curbs, gutters, sidewalks, edge of pavement (or road), walls, structures, fences, poles, signs, signals, cabinets, driveways, trees, landscaping, ditches, culverts, grade breaks, striping and markings, storm drain structures or inlets, sanitary sewer manholes, cleanouts, water valves, meters, fire hydrants, gas valves and all visible

underground and overhead facilities within the project limits. UNICO will perform measure downs to all sewer and storm drain facilities to include pipe size, invert elevation and flow direction. Roadway cross-sections will be taken at 50' intervals or closer and will include all grade breaks, center crown, quarter crown, change in directions and curve points. UNICO will set durable control points along the project corridor for future surveys and construction control. UNICO will perform base mapping of all topographic information to include planimetrics, 1' contours and digital 3D surface. All topographic data will be downloaded, processed and

reviewed by UNICO staff for internal quality assurance. The topographic data will be mapped in Civil 3D AutoCAD, including a digital terrain model (DTM) in an XML file and 3D surface model. UNICO will provide a best available ortho-rectified image as a visual aid along the project limits.

**Sub-Task 2.5 Boundary and Right of Way Surveys**

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61



UNICO will attain current right of way maps, deeds, record of surveys, parcel maps, subdivision maps, corner records and other relevant mapping information along the project corridor to determine the right of way and adjacent parcel boundaries. A right of way and boundary base map will be prepared to assist with searching for monuments and right of way boundaries. GPS and conventional surveys will be performed to locate right of way monuments, pins, pipes, wells and other boundary markers necessary to resolve and map the right of way and relevant adjoining parcels. An overall (LAND NET) base map will be prepared as the basis of the right of way and parcel boundaries that will include road and parcel information. The boundaries and right of way map will be prepared from readily available record information. To fully discern right of way, easement and other property constraints, title reports may be necessary to fully resolve property and right of way boundaries. UNICO will purchase up to four (4) title reports of those certain properties which may be affected by the project or where record information is incomplete to determine the right of way.

Deliverable:

- Right of Way and Boundary Base Map
- Maps, Deeds and other Boundary Documents
- Title Reports (4)

### Sub-Task 2.6 Plats and Legal Descriptions

UNICO will prepare plats and legal descriptions as needed. It is estimated that two (2) properties will be impacted by the project. UNICO will prepare plats and legal descriptions for 2 properties for right of way acquisition and temporary construction easements (TCE). The exact locations will be better understood during design. UNICO will prepare a total of four (4) plats and legal descriptions, being a right of way acquisition and TCE for each of the 2 properties. UNICO

will prepare preliminary plats, legal descriptions and closure calculations. Upon approval, UNICO will prepare signed and stamped plats and legal descriptions.

## Task 3: Preliminary Engineering Studies and Outreach

### Sub-Task 3.1 CEQA Documentation

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61



Kimley-Horn will complete a CEQA Categorical Exemption and supporting memorandum to obtain environmental clearance for the Project. This scope anticipates that the Project would have no impacts on the environment, and it would qualify for a Categorical Exemption under State CEQA Guideline Section 15301(c) Existing Facilities. This Section applies to existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities for the purpose of public safety, and other alterations such as the addition of bicycle facilities, including but not limited to, bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes.

Kimley-Horn believes that use of a Categorical Exemption would avoid the need to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) or other more involved CEQA document.

**Sub-Task 3.2 Stormwater Mitigation Documentation**

We will prepare a stormwater treatment assessment to evaluate the project against the Central Coast Regional Water Quality Control Board, and the Stormwater C.3 Guidebook. This memo will determine if the project is a Regulated Project and cite the specific project section that regulates the project. The memo will determine key performance measures for the project, based on project location and regulated project criteria. Kimley-Horn will submit a draft memo to City for review. Based on the comments received, Kimley-Horn will prepare a final version of the memorandum.

**Sub-Task 3.3 Permitting**

The Kimley-Horn team will review the necessary permits needed during the conceptual design and data gathering portion of the project. These permits will include City of Morgan Hill, the County of Santa Clara, and will compile a list of required State, Local and Federal permits for the construction of the roundabout.

**Sub-Task 3.4 Public Engagement**

The Kimley-Horn team will participate in two public engagement events, which will be planned by the City. This task will include presenting the conceptual roundabout design to the community in an in-person public engagement meeting. This work will include colorizing the roundabout strip map, preparing a meeting presentation, and assisting with the

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61



presentation. We assume the City will secure the location of the meting, take the lead in preparing and sending meeting notices.

## Task 4: Roundabout Design

### Sub-Task 4.1 Concept Development

Kimley-Horn will prepare conceptual layouts of a roundabout at the intersection of Watsonville Road and Sunnyside Avenue/Santa Teresa Boulevard. During

concept development, options and trade-offs typically considered are variations on the roundabouts' inscribed circle diameter and central island, location of the roundabout, and variations in the approach and departure geometry. Kimley-Horn will evaluate up to three (3) alternatives including different cross section alternatives for the project location. Colored, 2-D concept renderings will depict critical roundabout features and geometric design elements as well as preliminary layouts for the connecting roadway corridors In addition, the layouts will include color-coded areas identifying landscape opportunities and potential sight line constraints based on estimated sight lines. Project constraints and right-of-way will be identified.

Key features evaluated during this phase typically include:

- Size and location of roundabout relative to right-of way and geometric constraints
- Potential interim phasing strategies to minimize future construction costs
- Approach and departure alignment
- Local access impacts and circulation
- Design speed, design vehicle, and sight line considerations (Calculations will not be conducted at this phase of concept refinement. Design check calculations will be completed in a separate task)
- Travel paths for bicyclists and pedestrians
- Continuity for pedestrian travel and access to transit facilities

It is assumed that constraints at the Project location, including planned developments, will be identified by the City and provided to Kimley-Horn prior to development of the refined Project concepts. This scope assumes a meeting to discuss the three alternatives analyzed by the Kimley-Horn team, with a preferred alternative selected by the City. Once the

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61



preferred alternative is selected by the City, Kimley-Horn will incorporate one (1) set of consolidated, non- conflicting comments into the final concept layout and submit to the City for approval before moving into 30% design on the preferred alternative.

**Sub-Task 4.2 30% Design/Geometric Approval Drawings**

This task includes the preparation of preliminary engineering drawings and design check calculations to obtain geometric approval of the refined concept developed under the previous task. Preliminary engineering plans are assumed to extend at the intersection of Watsonville Road and Sunnyside Avenue/Santa Teresa Boulevard, and along the four approaching legs as necessary to conform back to the existing roadway configuration.

Preliminary engineering drawings will be prepared to identify the horizontal design limits of critical geometric elements such as curb geometry, lane widths, channelization, lane transitions, pavement markings, sightlines, and conform conditions to either the existing street infrastructure or proposed typical street section. The functional area of the roundabout intersection will be defined, and typical sections of each leg, including the roundabout circulatory roadway and central island will be prepared.

We assume the roundabout will be constructed as a single-lane roundabout.

Design checks specific to vehicles navigating roundabout intersections will be calculated and documented in a technical memorandum. Roundabout curb geometry and lane markings will be adjusted to achieve target design values for estimated speeds, design vehicles, and sight lines. If site conditions or other constraints require a deviation from guidance described in NCHRP Report 1043, the deviation will be identified in the technical memorandum along with a description why the deviation is being requested.

The following design checks will be evaluated for vehicles:

- Fastest path estimation for R1 through R5
- Swept path and tire tracking for design vehicles (assume up to two [2] design vehicles)
- Intersection angle of visibility
- Intersection Sight Distance (Assume tc=5.0 seconds)
- Stopping Sight Distance

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61



The design checks and roundabout operations will be summarized and documented in a Roundabout Performance Memorandum that will be submitted to the City with the 30% Design/GAD.

We assume the specifications will not be prepared at this level, and no vertical design will be completed at this level. We will prepare an Opinion of Probable Construction Cost (OPCC) for the 30% Design improvements. Kimley-Horn will submit the GAD and design checks to the City for review. Following receipt of one (1) set of consolidated, non-conflicting comments, Kimley-Horn will incorporate City comments into the final GAD, at which time Kimley-Horn will consider the roundabout geometrically approved. After approval, any requests or directions to change the horizontal curb geometry within the functional area of the roundabout will be considered out-of-scope work

Docusign Envelope ID: D619570D-771B-42D4-A99D-286A4DA0CE61

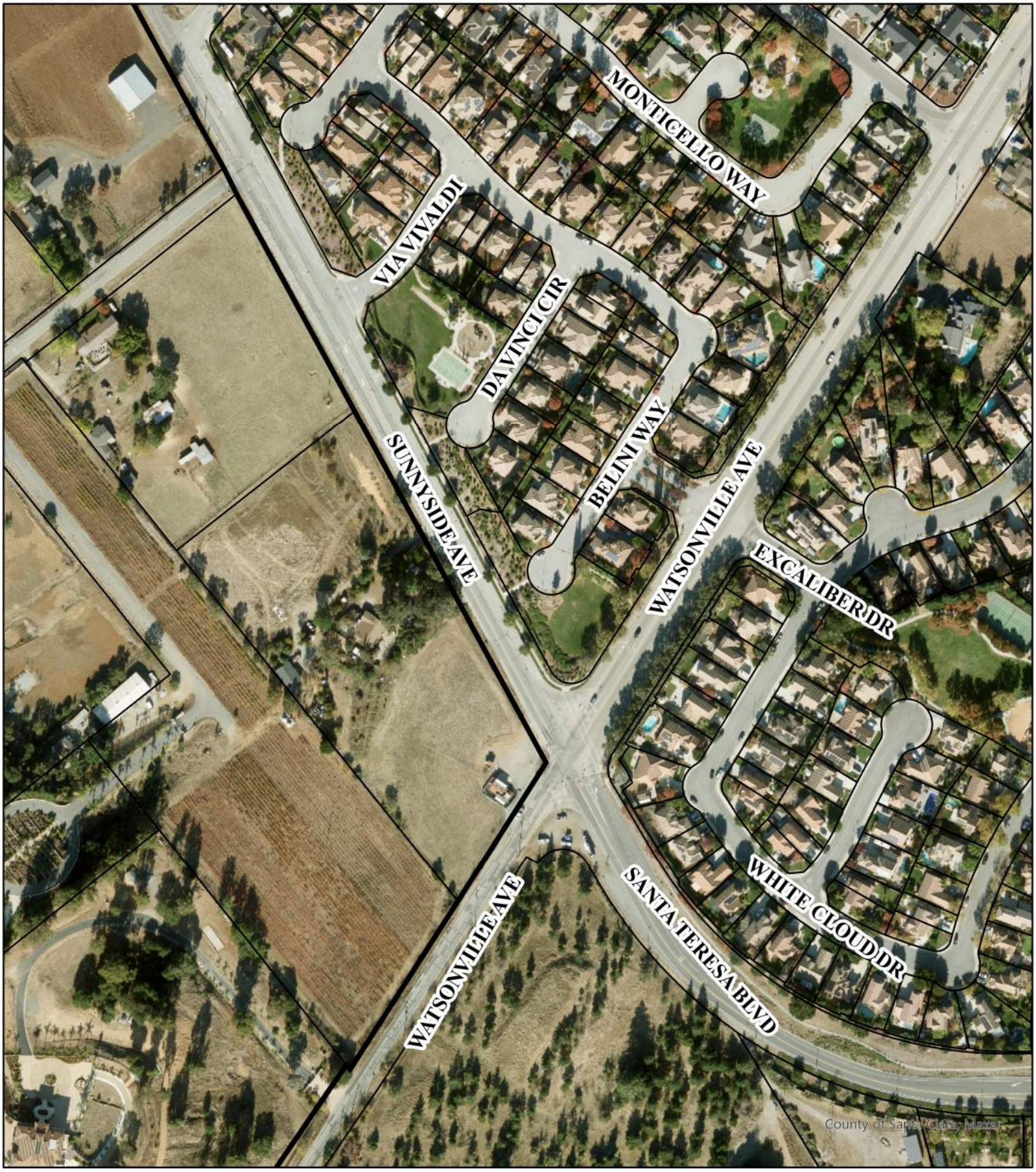
# EXHIBIT B
# SCHEDULE OF COMPENSATION RATES

EXHIBIT B

# CITY OF MORGAN HILL

## WATSONVILLE ROAD INTERSECTION IMPROVEMENTS

| | | Kimley-Horn and Associates, Inc. | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Category/Title | Senior Professional III | Senior Professional II | Senior Professional I | Professional I | Analyst III | Analyst II | Analyst I | Support Staff | Technical Support | TOTAL HOURS | TOTAL COST |
| | Billing Rate | $360 | $325 | $260 | $235 | $205 | $180 | $165 | $115 | $205 | | |
| **Task 1** | **Project Management and Coordination** | **4** | **8** | | **10** | | | | **4** | **4** | **30** | **$ 7,670** |
| 1.1 | Project Coordination (Internal and External) | | 2 | | 2 | | | | 4 | | 8 | $ 1,580 |
| 1.2 | Meetings and Schedule | 4 | | | 4 | | | | | | 8 | $ 2,380 |
| 1.3 | Project Administration | | | | 4 | | | | | 4 | 8 | $ 1,760 |
| 1.4 | Quality Assurance/Quality Control | | 6 | | | | | | | | 6 | $ 1,950 |
| **Task 2** | **Data Collection** | **2** | **5** | | **14** | **33** | **18** | **42** | | | **114** | **$ 22,570** |
| 2.1 | Gather Existing Information | 1 | 2 | | 2 | 4 | | 6 | | | 15 | $ 3,290 |
| 2.2 | Utility Coordination | 1 | 2 | | 4 | 18 | 18 | 18 | | | 61 | $ 11,850 |
| 2.3 | Site Visits and Field Investigation | | | | 4 | 4 | | 6 | | | 14 | $ 2,750 |
| 2.4 | Topographic Survey | | | | 1 | 2 | | 4 | | | 7 | $ 1,305 |
| 2.5 | Boundary and Right of Way Surveys | | | | 1 | 2 | | 4 | | | 7 | $ 1,305 |
| 2.6 | Plats and Legal Descriptions | | 1 | | 2 | 3 | | 4 | | | 10 | $ 2,070 |
| **Task 3** | **Preliminary Engineering Studies and Outreach** | **18** | **16** | **8** | **36** | **12** | **42** | **28** | | | **160** | **$ 36,860** |
| 3.1 | CEQA Documentation | 2 | 4 | | 8 | | 20 | | | | 34 | $ 7,500 |
| 3.2 | Stormwater Mitigation Documentation | | 2 | 8 | | | 14 | 8 | | | 32 | $ 6,570 |
| 3.3 | Permitting | | 2 | | 4 | | 8 | | | | 14 | $ 3,030 |
| 3.4 | Public Engagement | 16 | 8 | | 24 | 12 | | 20 | | | 80 | $ 19,760 |
| **Task 4** | **Roundabout Design** | **50** | | | **30** | **60** | **80** | **50** | | | **270** | **$ 60,000** |
| 4.1 | Concept Development | 20 | | | 20 | 20 | | 10 | | | 70 | $ 17,650 |
| 4.2 | 30% Design/Geometric Approval Drawings | 30 | | | 10 | 40 | 80 | 40 | | | 200 | $ 42,350 |
| | **TOTAL HOURS** | **74** | **29** | **8** | **90** | **105** | **140** | **120** | **4** | **4** | **574** | |
| | **Subtotal Labor:** | **$26,640** | **$9,425** | **$2,080** | **$21,150** | **$21,525** | **$25,200** | **$19,800** | **$460** | **$820** | | **$ 127,100** |
| | **Other Direct Costs** | | | | | | | | | | | **$ 47,996** |
| | Travel Expenses | | | | | | | | | | | $ 500 |
| | UNICO | | | | | | | | | | | $ 47,496 |
| | **TOTAL COST:** | | | | | | | | | | | **$ 175,096** |




CITY OF MORGAN HILL

**Public Services Department**
**Engineering Division**

# SITE MAP
# WATSONVILLE RD - SUNNYSIDE AVE ROUNDABOUT

0 80 160 320 480 640 Feet

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Maria Angeles, Senior Civil Engineer
APPROVED BY: City Manager

## APPROVE FINAL MAP FOR CROSSWINDS PHASE 2 - TRACT NO. 10652

### RECOMMENDATION(S)

1. Approve the Final Map; and
2. Authorize the recordation of the Final Map.

### COUNCIL PRIORITIES, GOALS & STRATEGIES

**City Council Ongoing Priorities**
Maintaining and Enhancing Infrastructure

**Guiding Documents**
Morgan Hill 2035 General Plan

### REPORT NARRATIVE:

The Crosswinds Project is a 269-unit residential development located at the southwest intersection of Half Road and Mission View Drive as shown on the attached Site Map (Attachment 1). Phase 1 of the project consisted of 94 residential units with a Final Map (Tract No. 10618) that was approved by the City Council on August 28, 2024. The Final Map (Attachment 2) for Phase 2 of the project, consisting of the remaining 175 residential units (Tract No. 10652), is the map recommended for approval.

The Developer, KB HOME SOUTH BAY INC., has completed all the conditions specified by the Planning Commission in the recommended approval of the project's Vesting Tentative Map and Design Permit (Resolution No. 23-05).

The Developer has furnished the City with the necessary documents to complete the processing of the Final Map and has made provisions to provide the City with the required fees prior to recordation of the Final Map. Security and insurance have been previously provided by the Developer with the recorded Subdivision Improvements Agreement (Document No. 25694224) that covers the offsite improvements for Phases 1 and 2 of the Crosswinds Project. The Final Map conforms to the requirements of the Subdivision Map Act, and conditions of approval have been met.

The City Council is required to approve the Final Map if it conforms to all the requirements of the Subdivision Map Act, and any conditions of approval for the Vesting Tentative Map.

Staff recommends that City Council approve the Final Map.

**COMMUNITY ENGAGEMENT:**
Inform

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

The notice and agenda of the City Council's regular meeting on June 21, 2023, which included the agenda item to adopt a resolution approving the project's Vesting Tentative Map and Design Permit, were made available to the public through a posting on the City's website prior to the June 21, 2023 City Council meeting.

**ALTERNATIVE ACTIONS:**
There is no feasible alternative action as the Developer has met the requirements of the Vesting Tentative Map conditions approved by the Planning Commission to file for a Final Map approval.

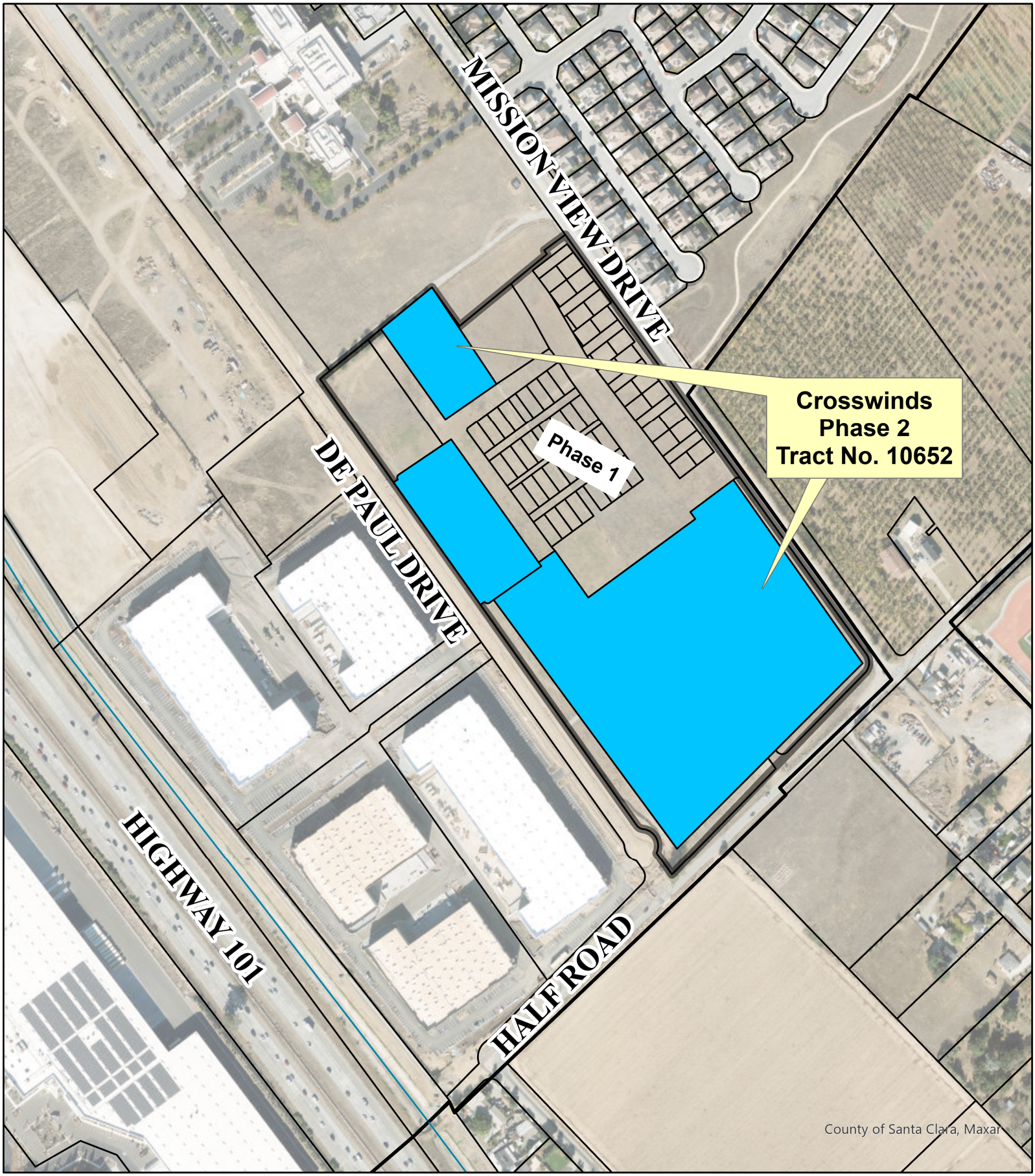
**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
May 23, 2023 – Planning Commission adopted Resolution No. 23-05 that recommended approval of the Vesting Tentative Map and Design Permit.

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

August 28, 2024 – City Council approved the Crosswinds Phase 1 Final Map (Tract No. 10618).

**FISCAL AND RESOURCE IMPACT:**
Development review costs for this project are paid for from development processing fees.

**CEQA (California Environmental Quality Act):**
Project
An Environmental Impact Report was certified for this project on June 21, 2023.




CITY OF MORGAN HILL

**Public Services Department**
**Land Development Engineering**

# Site Map
# Crosswinds Phase 2
# Tract No. 10652

0 125 250 500 750 1,000 Feet

## OWNERS STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY SHOWN ON THE SUBDIVISION WITHIN THE DISTINCTIVE SYMBOL LINE OF THIS MAP ENTITLED "TRACT 10652, CROSSWINDS PHASE 2", CONSISTING OF FOURTEEN (14) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD, AND DO CONSENT TO THE MAKING AND FILING OF SAID MAP.

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

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

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

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF THE LOTS AND PARCELS WITHIN THE "CROSSWINDS" SUBDIVISIONS, FOR THE PURPOSE OF INGRESS, EGRESS, PARKING (WHERE DESIGNATED) AND FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES UNDER, UPON AND OVER THE STREET PARCELS, DESIGNATED AS (PRIVATE) AND SHOWN AS "ADOBE LANE" (PARCEL J), "CALABAZAS LANE" (PARCEL G) AND (PARCEL M), "CLARA LANE" (PARCEL I), "FRANCISCO LANE" (PARCEL K), "SONOMA LANE" (PARCEL H) AND (PARCEL N), "TUCSON LANE" (PARCEL L) AND THE PRIVATE COURTS SHOWN AS (PARCEL O), (PARCEL P), (PARCEL Q), (PARCEL R), (PARCEL S), (PARCEL T), (PARCEL U), (PARCEL V), AND (PARCEL W). SAID PARCELS SHALL BE CONVEYED TO, AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION CREATED FOR THE "CROSSWINDS" SUBDIVISIONS, AS STATED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS.

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

WE HEREBY STATE THAT "LOT 122", "LOT 124", "LOT 125", "LOT 126", AND "LOT 127" ARE FOR CONDOMINIUM PURPOSES.

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS LOCATED WITHIN "LOT 122", EASEMENTS FOR THE PURPOSE OF INGRESS, EGRESS, PARKING (WHERE DESIGNATED) AND FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES UNDER, UPON AND OVER THE STREET DESIGNATED AS (PRIVATE), AND SHOWN AS "BARBARA LANE" AND "CRUZ LANE", AS STATED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE "CROSSWINDS" SUBDIVISIONS.

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS LOCATED WITHIN "LOT 124", EASEMENTS FOR THE PURPOSE OF INGRESS, EGRESS, PARKING (WHERE DESIGNATED) AND FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES UNDER, UPON AND OVER THE STREET DESIGNATED AS (PRIVATE), AND SHOWN AS "SOLEDAD LANE" AND "VAQUERO LANE", AS STATED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE "CROSSWINDS" SUBDIVISIONS

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS LOCATED WITHIN "LOT 125", EASEMENTS FOR THE PURPOSE OF INGRESS, EGRESS, PARKING (WHERE DESIGNATED) AND FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES UNDER, UPON AND OVER THE STREET DESIGNATED AS (PRIVATE), AND SHOWN AS "MARGARITA LANE", AS STATED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE "CROSSWINDS" SUBDIVISIONS.

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS LOCATED WITHIN "LOT 126", EASEMENTS FOR THE PURPOSE OF INGRESS, EGRESS, PARKING (WHERE DESIGNATED) AND FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES UNDER, UPON AND OVER THE STREET DESIGNATED AS (PRIVATE), AND SHOWN AS "DURAN LANE" AND "GASPAR LANE", AS STATED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE "CROSSWINDS" SUBDIVISIONS.

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS LOCATED WITHIN "LOT 127", EASEMENTS FOR THE PURPOSE OF INGRESS, EGRESS, PARKING (WHERE DESIGNATED) AND FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES UNDER, UPON AND OVER THE STREET DESIGNATED AS (PRIVATE), AND SHOWN AS "REY LANE" AND "TUCSON LANE", AS STATED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE "CROSSWINDS" SUBDIVISIONS.

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

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

OWNER: KB HOME SOUTH BAY INC., A CALIFORNIA CORPORATION

BY: _____ BY: _____

NAME: CHARLIE HAZELBAKER NAME: _____

ITS: DIRECTOR, FORWARD PLANNING ITS: _____

## OWNER ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF Alameda } ss.

ON May 13, 2025, BEFORE ME, A. MacWilliams, A NOTARY PUBLIC

PERSONALLY APPEARED Charlie Hazelbaker
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.
NOTARY'S SIGNATURE: _____
NAME OF NOTARY (PLEASE PRINT): Ava MacWilliams
PRINCIPAL COUNTY OF BUSINESS: Alameda
MY COMMISSION NUMBER: 2502562
MY COMMISSION EXPIRES: Oct 20, 2028

## OWNER ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF _____ } ss.

ON _____, 2025, BEFORE ME, _____, A NOTARY PUBLIC

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

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

WITNESS MY HAND.
NOTARY'S SIGNATURE: _____
NAME OF NOTARY (PLEASE PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY, THAT IS TRUE AND COMPLETE AS SHOWN, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KB HOME SOUTH BAY INC., A CALIFORNIA CORPORATION, COMPLETED OCTOBER 2024. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE MAY 2027, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: 05/08/2025

PROFESSIONAL LAND SURVEYOR — BRYAN PIERCE — 8859 — STATE OF CALIFORNIA

BRYAN PIERCE, PLS 8859

## CITY SURVEYOR'S STATEMENT

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

DATE: _____

LICENSED LAND SURVEYOR — CHRISTOPHER G VANDREY — No. 8783 — STATE OF CALIFORNIA

CHRISTOPHER G VANDREY, PLS 8783
ACTING CITY SURVEYOR

## NOTES:

1.) THE DISTINCTIVE SYMBOL LINE INDICATES THE BOUNDARIES OF THE LAND SUBDIVIDED BY THIS FINAL MAP.
2.) THE AREA WITHIN THE DISTINCTIVE SYMBOL LINE IS 14.931 ACRES, MORE OR LESS.
3.) A GEOTECHNICAL INVESTIGATION REPORT WAS PREPARED BY QUANTUM GEOTECHNICAL, INC. INCORPORATED JOB NO. H025.G, DATED NOVEMBER 2, 2021 AND IS ON FILE WITH THE CITY OF MORGAN HILL.

## CITY ENGINEER'S STATEMENT

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

DATE: _____

REGISTERED PROFESSIONAL ENGINEER — SCOTT C. CREER — No. 58879 — CIVIL — STATE OF CALIFORNIA

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

## STATEMENT OF THE PLANNING COMMISSION

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

DATE: _____

JENNIFER CARMAN
SECRETARY
CITY OF MORGAN HILL, CALIFORNIA

## STATEMENT OF THE CITY CLERK

I HEREBY STATE THAT THIS FINAL MAP, CONSISTING OF FOURTEEN (14) SHEETS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORGAN HILL AT A MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 2025; AND THAT SAID COUNCIL DID ACCEPT, SUBJECT TO THEIR IMPROVEMENT IN ACCORDANCE WITH CITY STANDARDS, ON BEHALF OF THE PUBLIC, THE DEDICATION OF THE "PUBLIC SERVICE EASEMENT" (PSE), AND THE "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE), FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE DEDICATION, AS SHOWN ON THIS MAP.

DATE: _____

MICHELLE BIGELOW – CITY CLERK
OF THE CITY OF MORGAN HILL, CALIFORNIA

## RECORDER'S STATEMENT

FILE NO._____ FEE $_____PAID. ACCEPTED FOR RECORD AND FILED IN BOOK_____OF MAPS AT PAGES_____, SANTA CLARA COUNTY RECORDS, THIS_____ DAY OF_____, 20__ AT_____ M., AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

REGINA ALCOMENDRAS, RECORDER
SANTA CLARA COUNTY, CALIFORNIA BY_____
DEPUTY

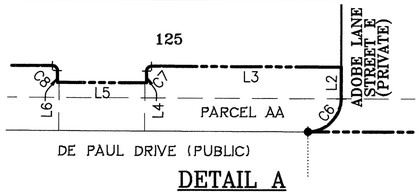
# TRACT 10652
# CROSSWINDS PHASE 2

CONSISTING OF 66 LOTS FOR RESIDENTIAL PURPOSES; 5 LOTS FOR CONDOMINIUM PURPOSES
CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

**BEING A SUBDIVISION OF "PARCEL 1", "PARCEL 2", AND "PARCEL 3", AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1" FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA**

Prepared By:
**RUGGERI-JENSEN-AZAR**
8055 Camino Arroyo, Gilroy, CA 95020
MAY 2025

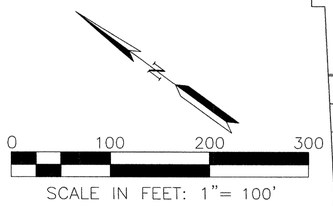
JOB #182032 SHEET 1 OF 14 SHEETS

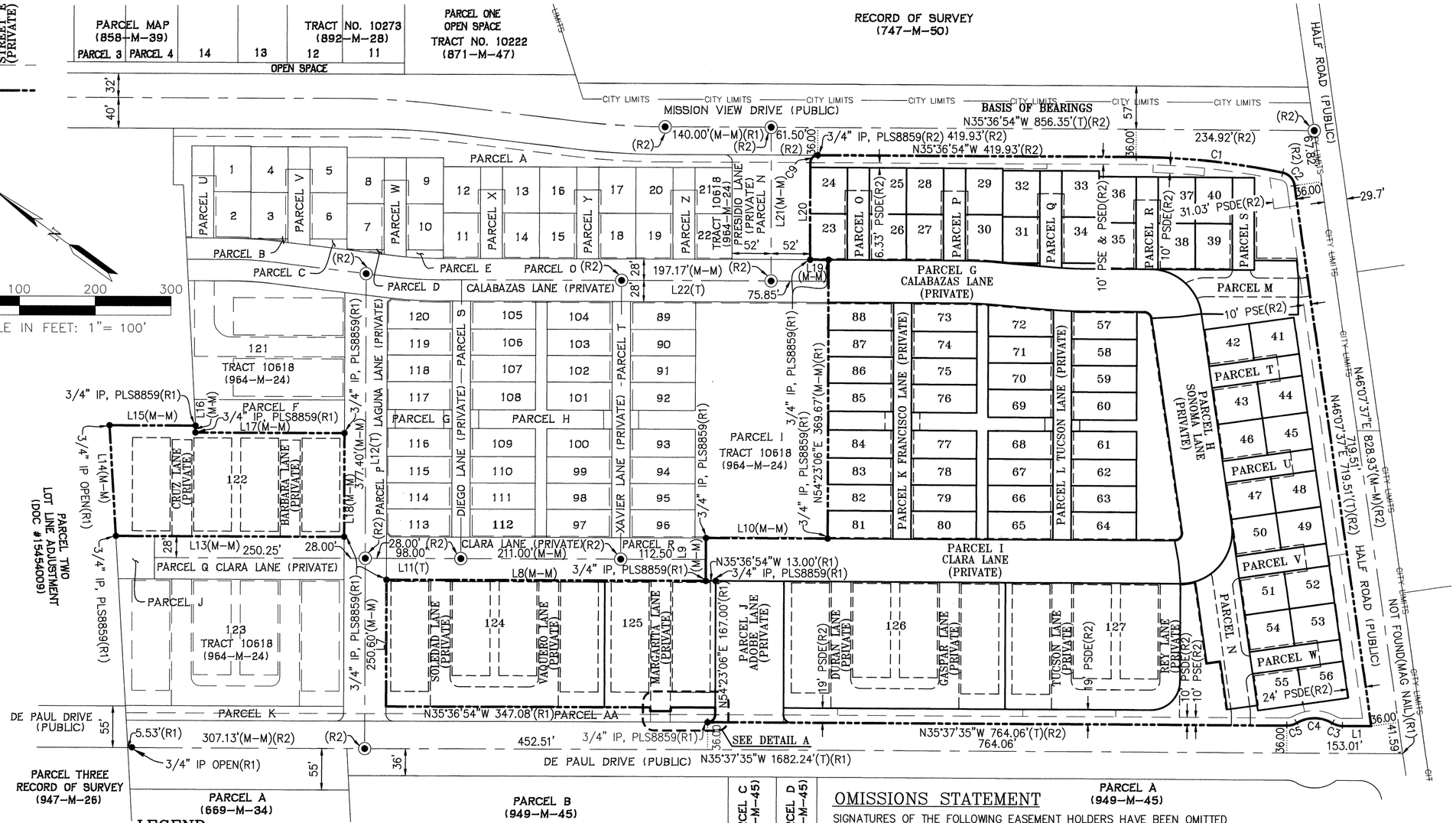



## DETAIL A
1"=30'

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | |
| C1 | 194.57' | 964.00' | 011°33'51" | (R2) |
| C2 | 24.50' | 20.00' | 070°10'41" | (R2) |
| C3 | 13.87' | 26.00' | 030°33'31" | (R2) |
| C4 | 49.07' | 46.00' | 061°07'01" | (R2) |
| C5 | 13.87' | 26.00' | 030°33'31" | (R2) |
| C6 | 15.71' | 10.00' | 089°59'20" | (R1) |
| C7 | 2.36' | 1.50' | 090°00'00" | (R2) |
| C8 | 2.36' | 1.50' | 090°00'00" | (R2) |
| C9 | 15.71' | 10.00' | 090°00'00" | (R2) |

| LINE TABLE | | | |
|---|---|---|---|
| LINE | BEARING | DIST | |
| L1 | N35°37'35"W | 38.21' | (R2) |
| L2 | N54°23'06"E | 9.51' | (R2) |
| L3 | N35°36'54"W | 57.42' | (R2) |
| L4 | N54°23'06"E | 3.50' | (R2) |
| L5 | N35°36'54"W | 27.00' | (R2) |
| L6 | N54°23'06"E | 3.50' | (R2) |
| L7 | N54°23'06"E | 167.00' | (R2) |
| L8 | N35°36'54"W | 421.50' | (R1) |
| L9 | N54°23'06"E | 56.00' | (R1) |
| L10 | N35°36'54"W | 160.52' | (R1) |
| L11 | N35°36'54"W | 727.75' | (R2) |
| L12 | N54°23'06"E | 628.00' | (R2) |
| L13 | N35°36'54"W | 301.33' | (R1) |
| L14 | N50°57'48"E | 147.23' | (R1) |
| L15 | N35°38'14"W | 113.40' | (R1) |
| L16 | N54°23'06"E | 9.18' | (R1) |
| L17 | N35°36'54"W | 196.71' | (R1) |
| L18 | N54°23'06"E | 137.83' | (R1) |
| L19 | N35°36'54"W | 24.35' | (R1) |
| L20 | N54°23'06"E | 126.33' | (R2) |
| L21 | N54°23'06"E | 200.33' | (R2) |
| L22 | N35°36'54"W | 273.02' | (R2) |




## LEGEND

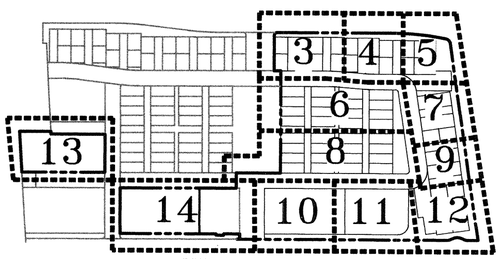
| | |
|---|---|
| ——— | BOUNDARY LINE (DISTINCTIVE SYMBOL LINE) |
| ——— | EXISTING LOT LINE |
| ——— | NEW LOT LINE |
| ——— — ——— | CENTERLINE/MONUMENT LINE |
| — — — — | EXISTING EASEMENT LINE |
| - - - - - - | NEW EASEMENT LINE |
| ..... | TIE LINE |
| ——CITY LIMITS—— | CITY LIMITS LIMITS LINE |
| O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

## REFERENCES:
(R1) PARCEL MAP – 957-M-16
(R2) TRACT 10618 – 964-M-24

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

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

## BASIS OF BEARINGS:
THE BEARING OF N35°36'54"W BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF MISSION VIEW DRIVE, AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1", FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.




KEY MAP
NO SCALE

## OMISSIONS STATEMENT

SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS HAVE BEEN OMITTED PURSUANT TO SECTION 66436(a)(3)(A)(i) OF THE GOVERNMENT CODE (SUBDIVISION MAP ACT).

AN EASEMENT IN FAVOR OF COAST COUNTIES GAS AND ELECTRIC COMPANY, RECORDED JULY 21, 1952 IN BOOK 2454, PAGE 520, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA. THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION AND IS THEREFOR NOT SHOWN.

# TRACT 10652
# CROSSWINDS PHASE 2

CONSISTING OF 66 LOTS FOR RESIDENTIAL PURPOSES; 5 LOTS FOR CONDOMINIUM PURPOSES
CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

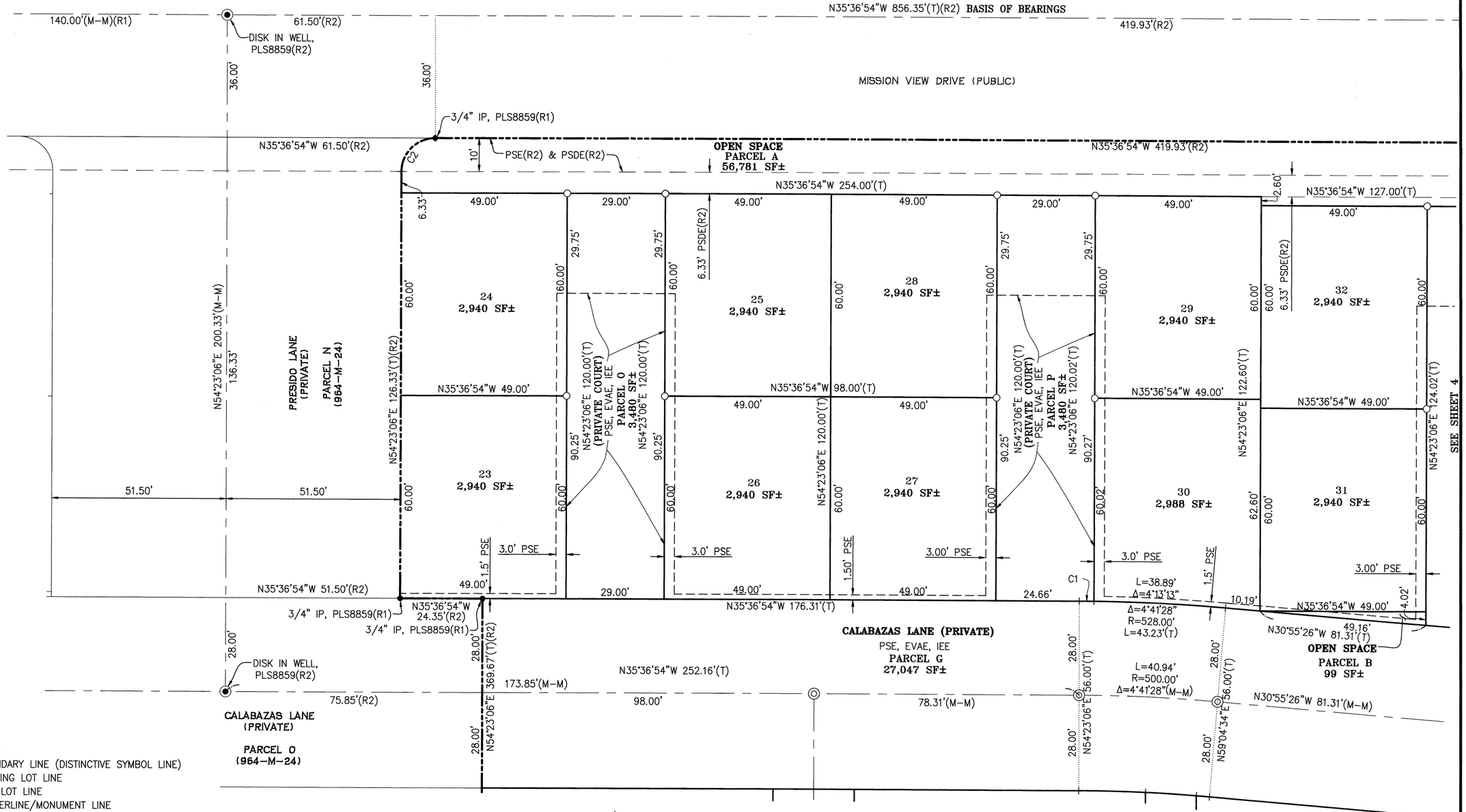
**BEING A SUBDIVISION OF "PARCEL 1", "PARCEL 2", AND "PARCEL 3", AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1" FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA**


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


MAY 2025

JOB #182032

SHEET 2 OF 14 SHEETS




## LEGEND

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

## REFERENCES:

(R1) PARCEL MAP – 957–M–16
(R2) TRACT 10618 – 964–M–24

## NOTES:

DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

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

## BASIS OF BEARINGS:

THE BEARING OF N35°36'54"W BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF MISSION VIEW DRIVE, AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1", FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

0 20 40 60

SCALE IN FEET: 1"= 20'

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA |
| C1 | 4.34' | 528.00' | 000°28'15" |
| C2 | 15.71' | 10.00' | 090°00'00" |

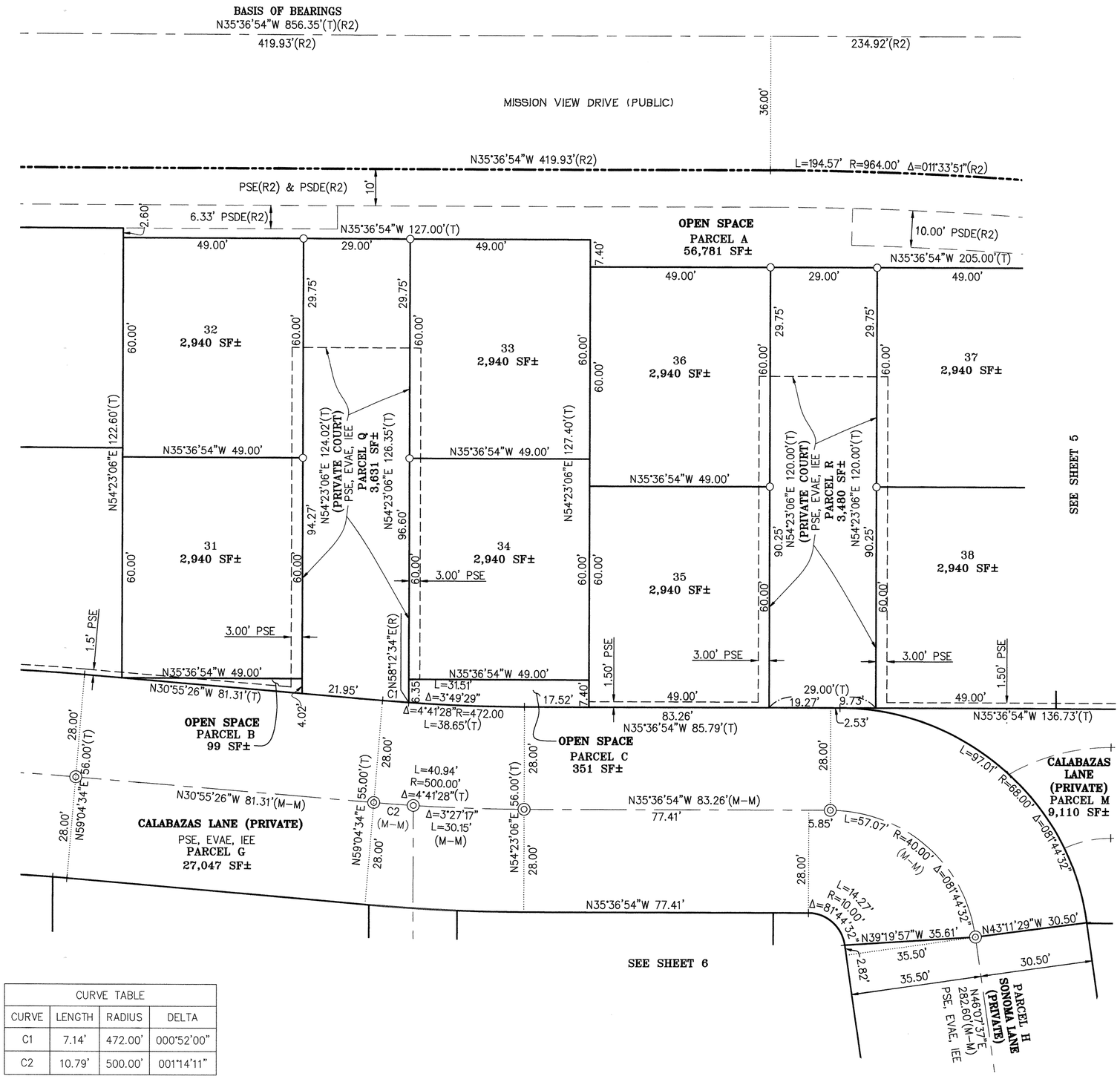
# TRACT 10652
# CROSSWINDS PHASE 2

CONSISTING OF 66 LOTS FOR RESIDENTIAL PURPOSES; 5 LOTS FOR CONDOMINIUM PURPOSES
CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

**BEING A SUBDIVISION OF "PARCEL 1", "PARCEL 2", AND "PARCEL 3", AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1" FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA**

Prepared By:
RUGGERI–JENSEN–AZAR
8055 Camino Arroyo, Gilroy, CA 95020
MAY 2025

JOB #182032




| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA |
| C1 | 7.14' | 472.00' | 000°52'00" |
| C2 | 10.79' | 500.00' | 001°14'11" |

## REFERENCES:

(R1) PARCEL MAP – 957–M–16
(R2) TRACT 10618 – 964–M–24

## NOTES:

DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

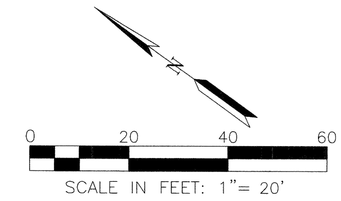
TIELINES ARE 90° OR PERPENDICULAR TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.

## BASIS OF BEARINGS:

THE BEARING OF N35°36'54"W BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF MISSION VIEW DRIVE, AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1", FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

## LEGEND

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




# TRACT 10652
# CROSSWINDS PHASE 2

CONSISTING OF 66 LOTS FOR RESIDENTIAL PURPOSES; 5 LOTS FOR CONDOMINIUM PURPOSES
CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

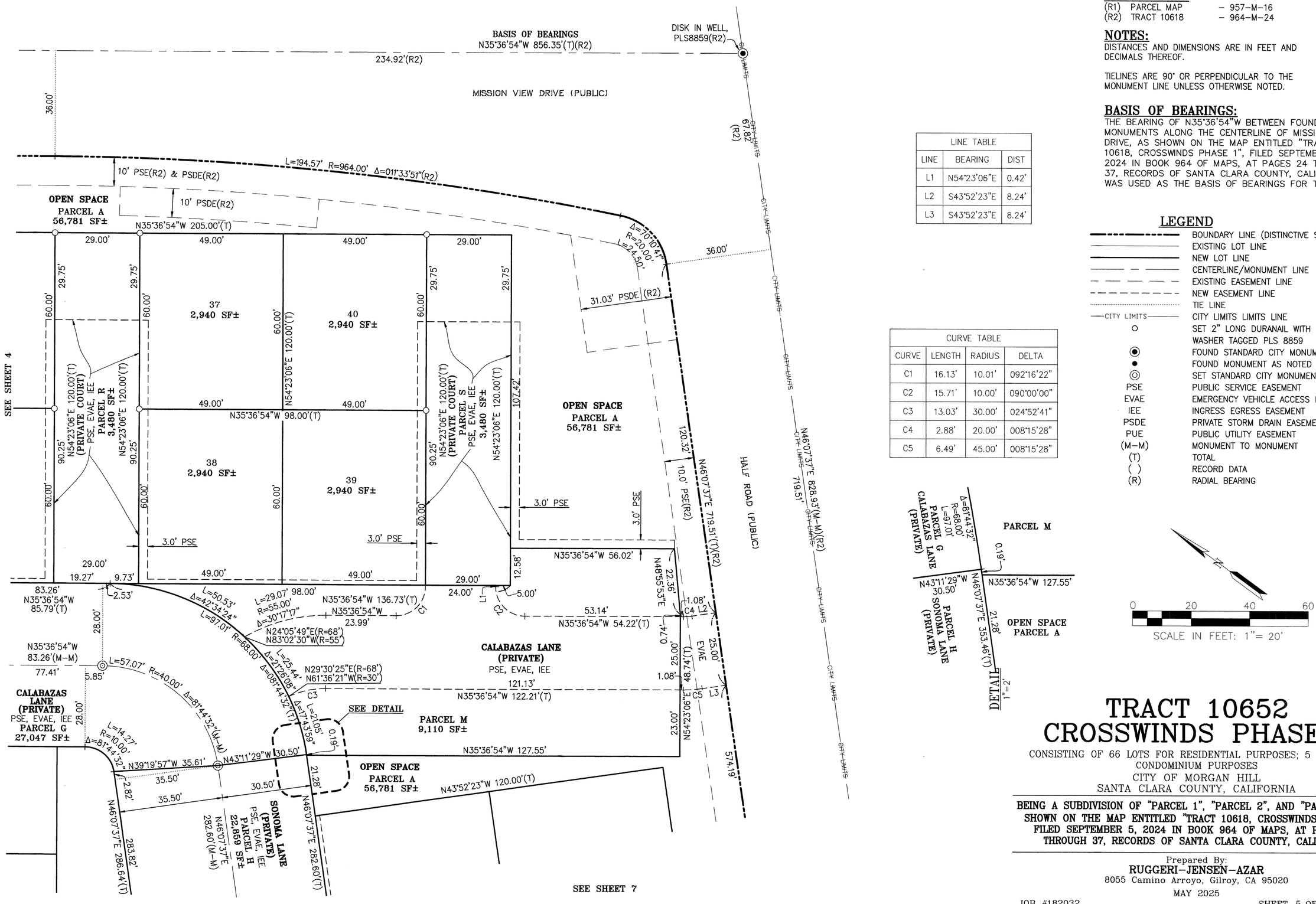
**BEING A SUBDIVISION OF "PARCEL 1", "PARCEL 2", AND "PARCEL 3", AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1" FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA**


Prepared By:
**RUGGERI–JENSEN–AZAR**
8055 Camino Arroyo, Gilroy, CA 95020


MAY 2025

JOB #182032

SHEET 4 OF 14 SHEETS




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DIST |
| L1 | N54°23'06"E | 0.42' |
| L2 | S43°52'23"E | 8.24' |
| L3 | S43°52'23"E | 8.24' |

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA |
| C1 | 16.13' | 10.01' | 092°16'22" |
| C2 | 15.71' | 10.00' | 090°00'00" |
| C3 | 13.03' | 30.00' | 024°52'41" |
| C4 | 2.88' | 20.00' | 008°15'28" |
| C5 | 6.49' | 45.00' | 008°15'28" |







## REFERENCES:

(R1) PARCEL MAP – 957–M–16
(R2) TRACT 10618 – 964–M–24

## NOTES:

DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

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

## BASIS OF BEARINGS:

THE BEARING OF N35°36'54"W BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF MISSION VIEW DRIVE, AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1", FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

## LEGEND

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

# TRACT 10652
# CROSSWINDS PHASE 2

CONSISTING OF 66 LOTS FOR RESIDENTIAL PURPOSES; 5 LOTS FOR CONDOMINIUM PURPOSES
CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

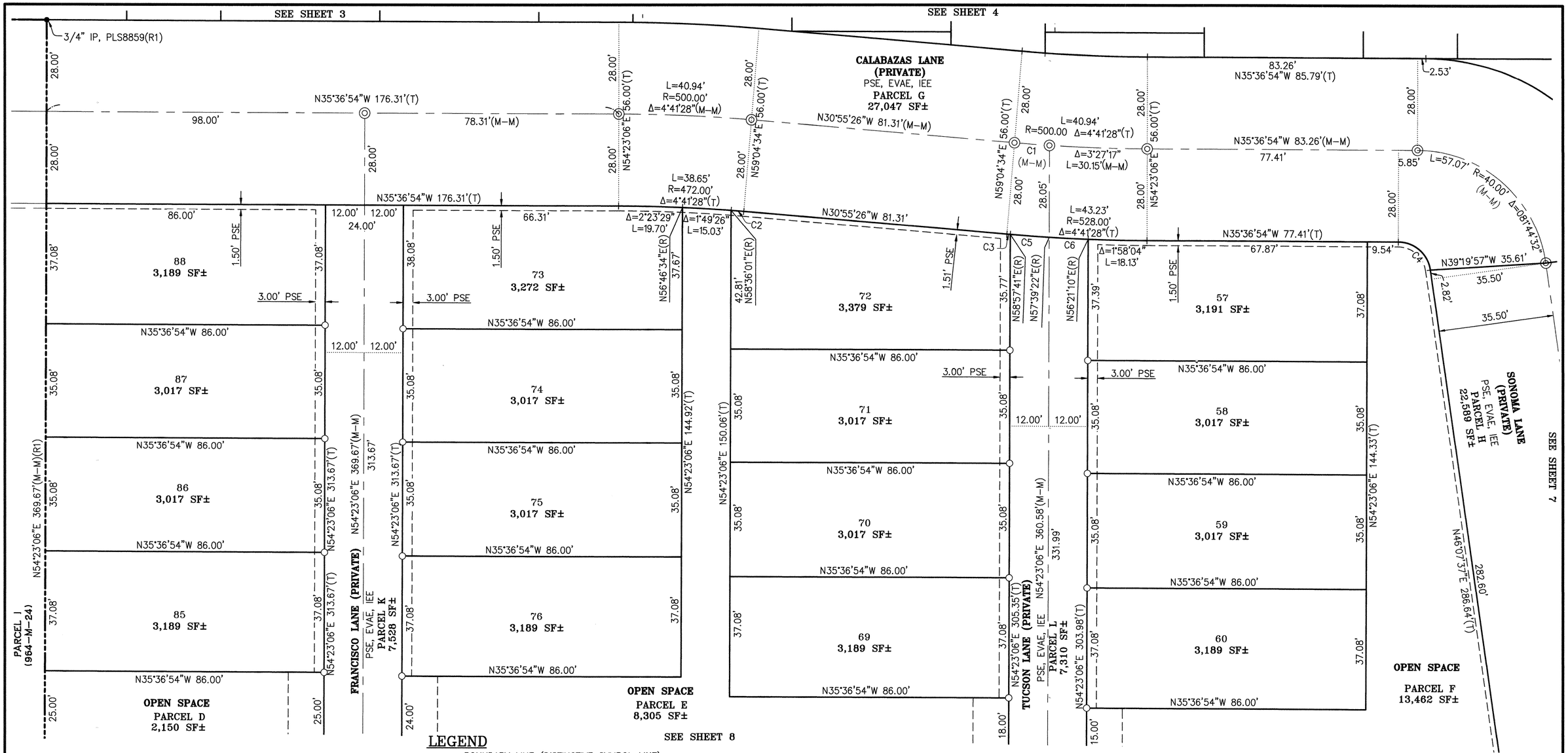
**BEING A SUBDIVISION OF "PARCEL 1", "PARCEL 2", AND "PARCEL 3", AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1" FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA**

Prepared By:
RUGGERI–JENSEN–AZAR
8055 Camino Arroyo, Gilroy, CA 95020

MAY 2025

JOB #182032

SHEET 5 OF 14 SHEETS




## LEGEND

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

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA |
| C1 | 10.79' | 500.00' | 001°14'11" |
| C2 | 3.92' | 472.00' | 000°28'33" |
| C3 | 1.06' | 528.00' | 000°06'52" |
| C4 | 14.27' | 10.00' | 081°44'32" |
| C5 | 12.03' | 528.00' | 001°18'19" |

## REFERENCES:

(R1) PARCEL MAP – 957-M-16
(R2) TRACT 10618 – 964-M-24

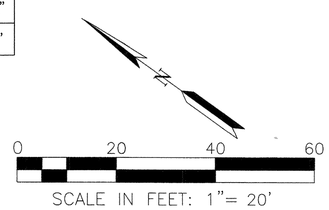
## NOTES:

DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

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

## BASIS OF BEARINGS:

THE BEARING OF N35°36'54"W BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF MISSION VIEW DRIVE, AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1", FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.




# TRACT 10652
# CROSSWINDS PHASE 2

CONSISTING OF 66 LOTS FOR RESIDENTIAL PURPOSES; 5 LOTS FOR CONDOMINIUM PURPOSES
CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

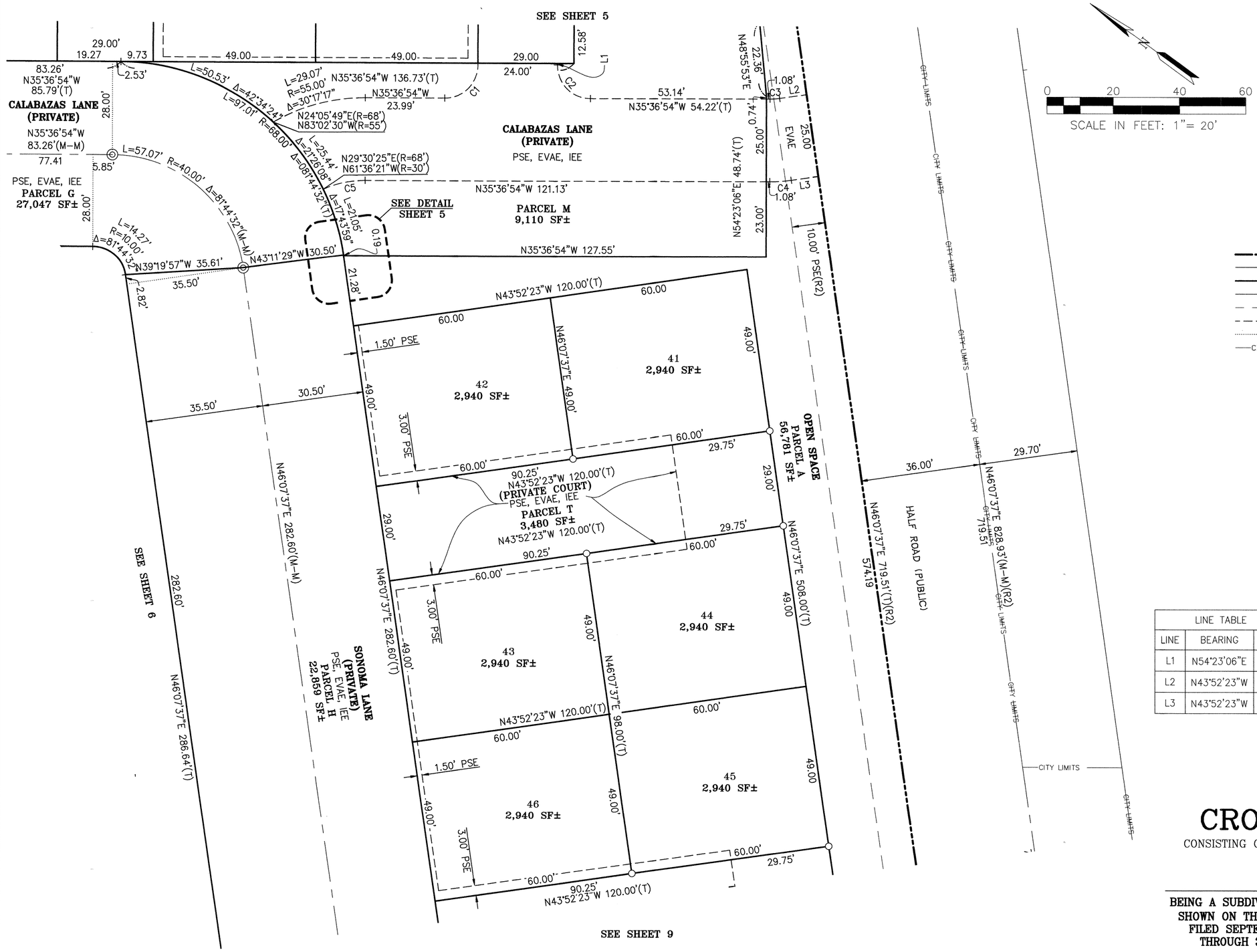
**BEING A SUBDIVISION OF "PARCEL 1", "PARCEL 2", AND "PARCEL 3", AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1" FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA**


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


MAY 2025

JOB #182032

SHEET 6 OF 14 SHEETS




## REFERENCES:

(R1) PARCEL MAP – 957–M–16
(R2) TRACT 10618 – 964–M–24

## NOTES:

DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

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

## BASIS OF BEARINGS:

THE BEARING OF N35°36'54"W BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF MISSION VIEW DRIVE, AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1", FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

## LEGEND

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

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DIST |
| L1 | N54°23'06"E | 0.42' |
| L2 | N43°52'23"W | 8.24' |
| L3 | N43°52'23"W | 8.24' |

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA |
| C1 | 16.13' | 10.01' | 092°16'22" |
| C2 | 15.71' | 10.00' | 090°00'00" |
| C3 | 2.88' | 20.00' | 008°15'28" |
| C4 | 6.49' | 45.00' | 008°15'28" |
| C5 | 13.03' | 30.00' | 024°52'41" |

# TRACT 10652
# CROSSWINDS PHASE 2

CONSISTING OF 66 LOTS FOR RESIDENTIAL PURPOSES; 5 LOTS FOR CONDOMINIUM PURPOSES
CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

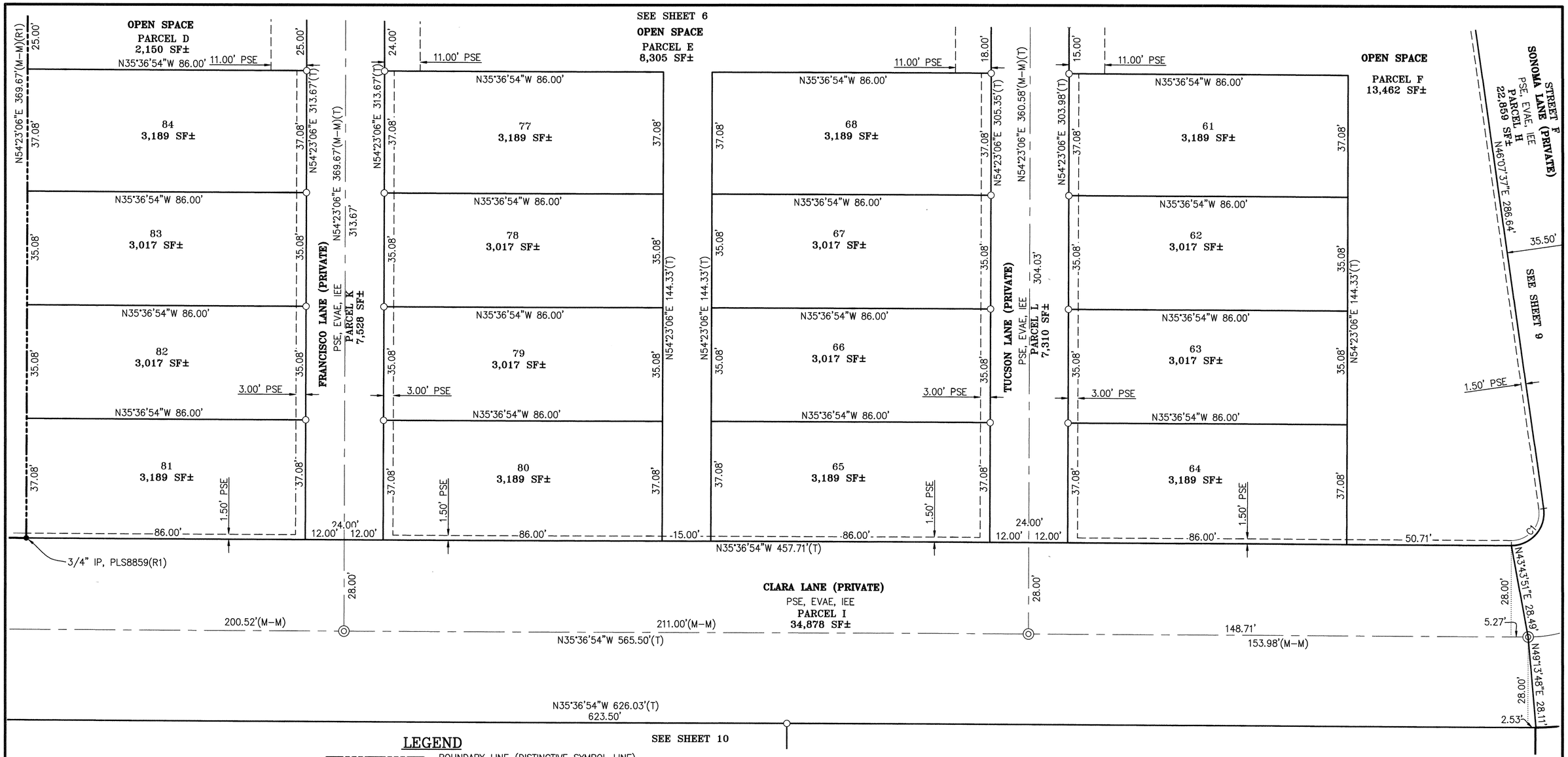
**BEING A SUBDIVISION OF "PARCEL 1", "PARCEL 2", AND "PARCEL 3", AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1" FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA**

Prepared By:
**RUGGERI–JENSEN–AZAR**
8055 Camino Arroyo, Gilroy, CA 95020

MAY 2025

JOB #182032

SHEET 7 OF 14 SHEETS




| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA |
| C1 | 17.15' | 10.00' | 098°15'28" |

## LEGEND

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

## REFERENCES:

(R1) PARCEL MAP – 957-M-16
(R2) TRACT 10618 – 964-M-24

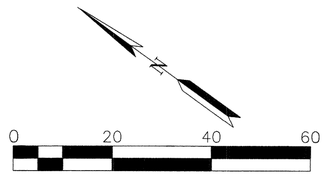
## NOTES:

DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

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

## BASIS OF BEARINGS:

THE BEARING OF N35°36'54"W BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF MISSION VIEW DRIVE, AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1", FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.




# TRACT 10652
# CROSSWINDS PHASE 2

CONSISTING OF 66 LOTS FOR RESIDENTIAL PURPOSES; 5 LOTS FOR CONDOMINIUM PURPOSES
CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

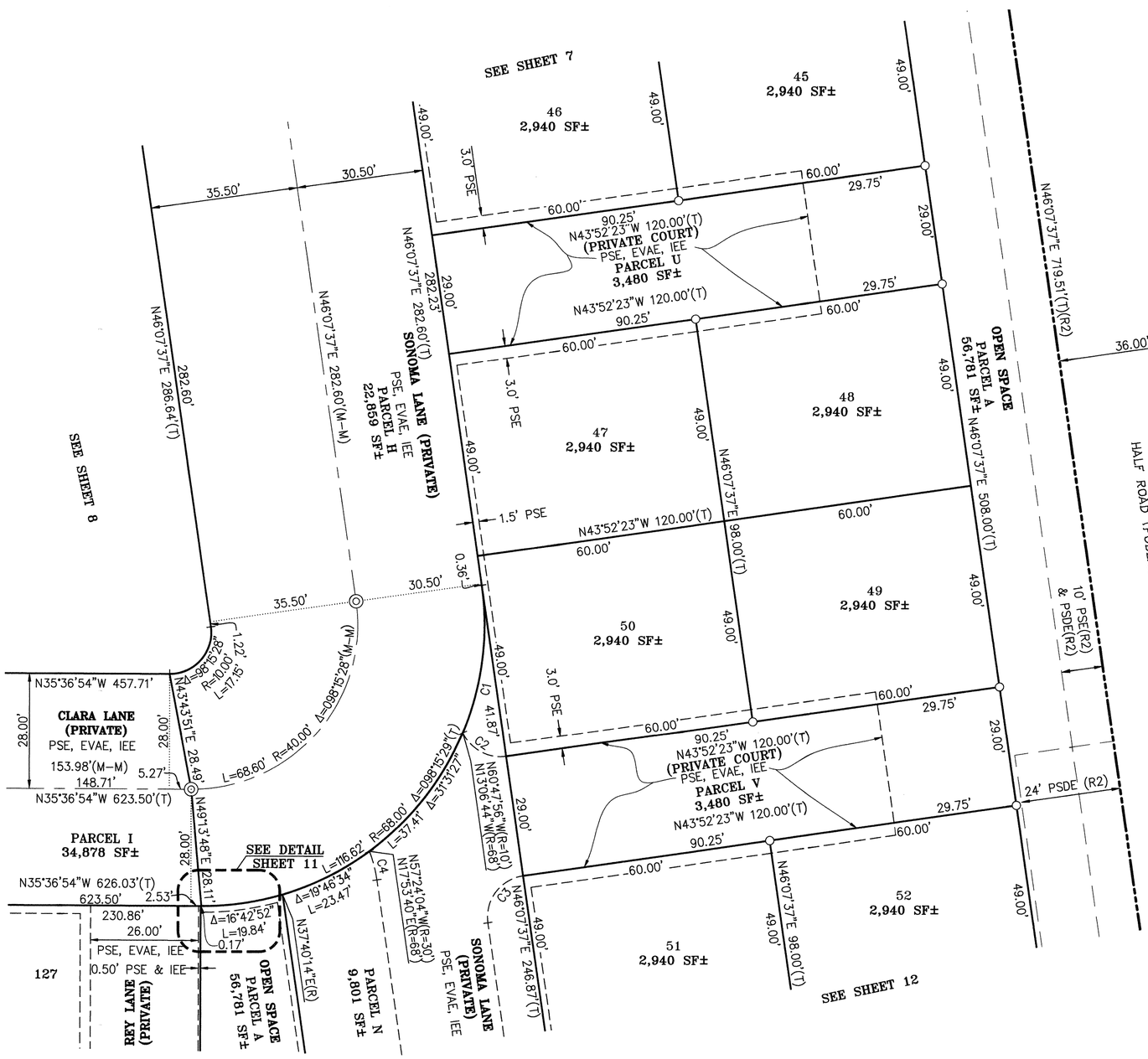
**BEING A SUBDIVISION OF "PARCEL 1", "PARCEL 2", AND "PARCEL 3", AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1" FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA**


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


MAY 2025

JOB #182032

SHEET 8 OF 14 SHEETS




## REFERENCES:

(R1) PARCEL MAP – 957–M–16
(R2) TRACT 10618 – 964–M–24

## NOTES:

DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

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

## BASIS OF BEARINGS:

THE BEARING OF N35°36'54"W BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF MISSION VIEW DRIVE, AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1", FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

## LEGEND

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

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA |
| C1 | 36.51' | 68.00' | 030°45'38" |
| C2 | 12.75' | 10.00' | 073°04'27" |
| C3 | 15.71' | 10.00' | 089°59'58" |
| C4 | 7.08' | 30.00' | 013°31'41" |

# TRACT 10652
# CROSSWINDS PHASE 2

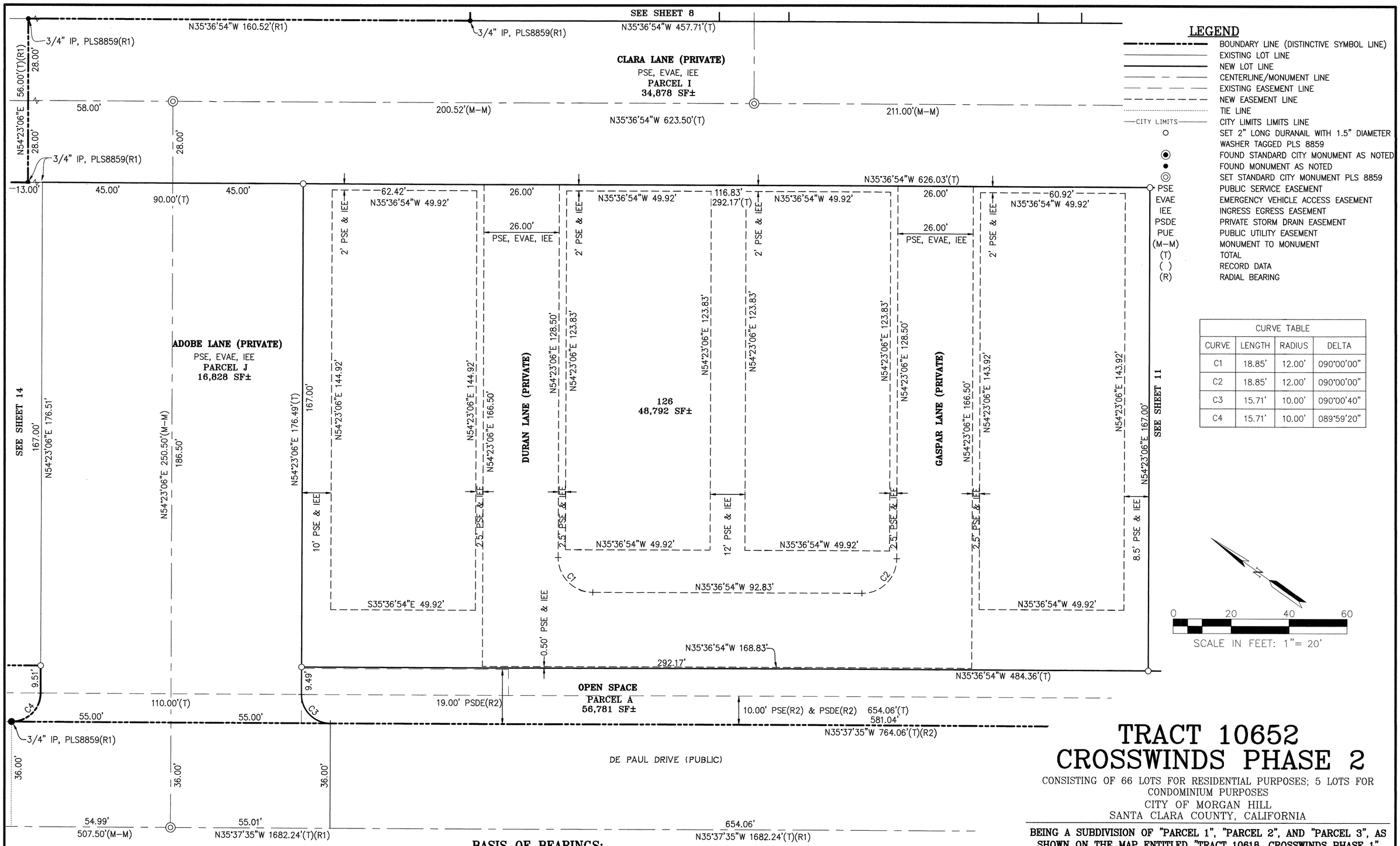
CONSISTING OF 66 LOTS FOR RESIDENTIAL PURPOSES; 5 LOTS FOR CONDOMINIUM PURPOSES
CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

**BEING A SUBDIVISION OF "PARCEL 1", "PARCEL 2", AND "PARCEL 3", AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1" FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA**

Prepared By:
**RUGGERI–JENSEN–AZAR**
8055 Camino Arroyo, Gilroy, CA 95020
MAY 2025

JOB #182032

SHEET 9 OF 14 SHEETS




# TRACT 10652
# CROSSWINDS PHASE 2

CONSISTING OF 66 LOTS FOR RESIDENTIAL PURPOSES; 5 LOTS FOR CONDOMINIUM PURPOSES
CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

**BEING A SUBDIVISION OF "PARCEL 1", "PARCEL 2", AND "PARCEL 3", AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1" FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA**

Prepared By:
**RUGGERI-JENSEN-AZAR**
8055 Camino Arroyo, Gilroy, CA 95020
MAY 2025

JOB #182032

SHEET 10 OF 14 SHEETS

## REFERENCES:

(R1) PARCEL MAP – 957-M-16
(R2) TRACT 10618 – 964-M-24

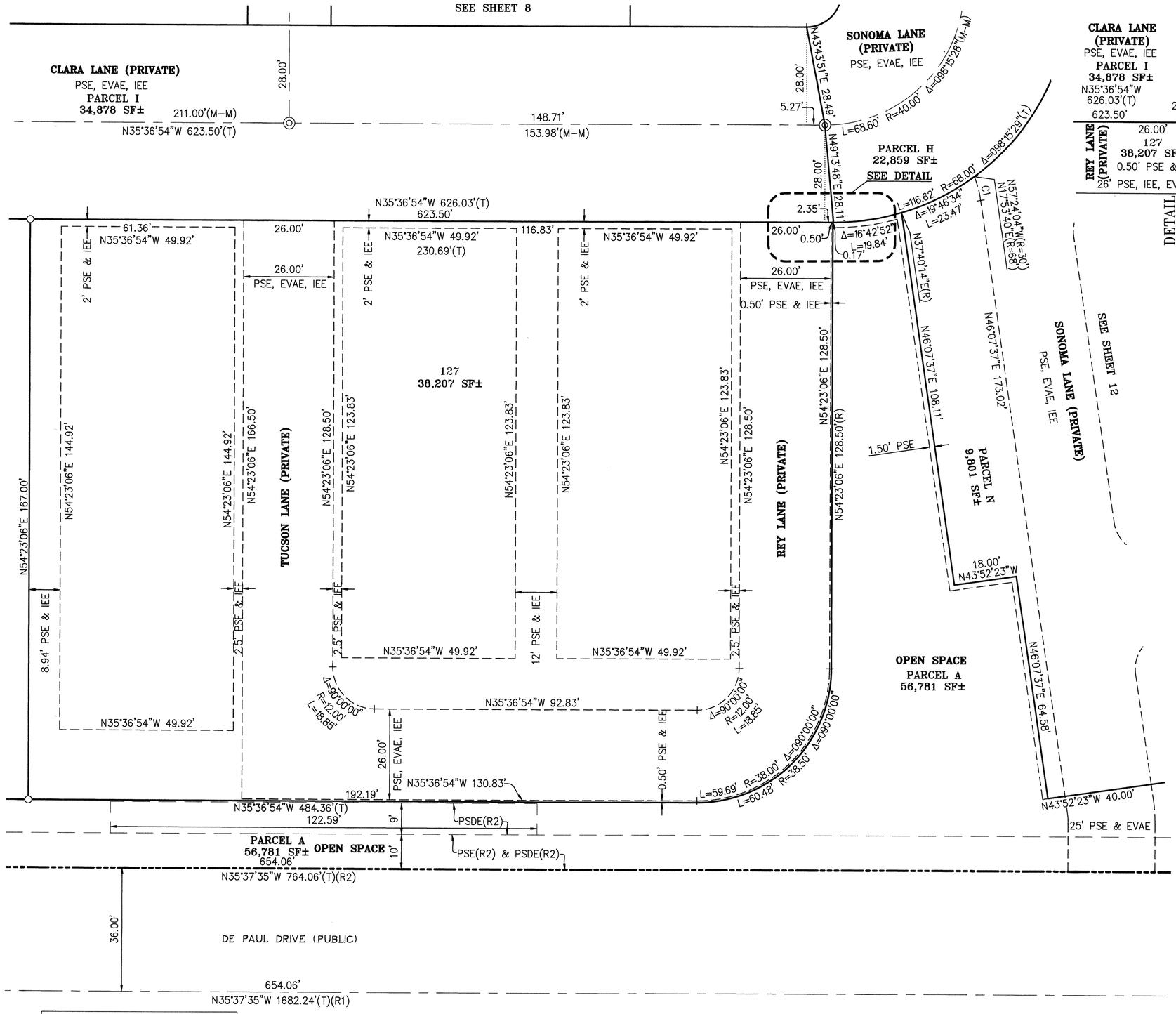
## NOTES:

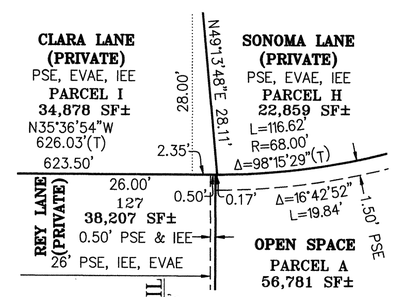
DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

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

## BASIS OF BEARINGS:

THE BEARING OF N35°36'54"W BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF MISSION VIEW DRIVE, AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1", FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.




| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA |
| C1 | 7.08' | 30.00' | 013°31'41" |

## REFERENCES:

(R1) PARCEL MAP – 957–M–16
(R2) TRACT 10618 – 964–M–24

## NOTES:

DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

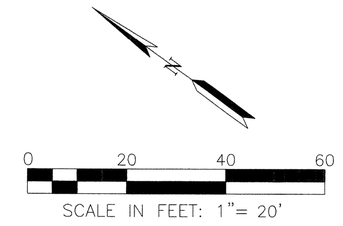
TIELINES ARE 90° OR PERPENDICULAR TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.

## LEGEND

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

## BASIS OF BEARINGS:

THE BEARING OF N35°36'54"W BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF MISSION VIEW DRIVE, AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1", FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.




# TRACT 10652
# CROSSWINDS PHASE 2

CONSISTING OF 66 LOTS FOR RESIDENTIAL PURPOSES; 5 LOTS FOR CONDOMINIUM PURPOSES
CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

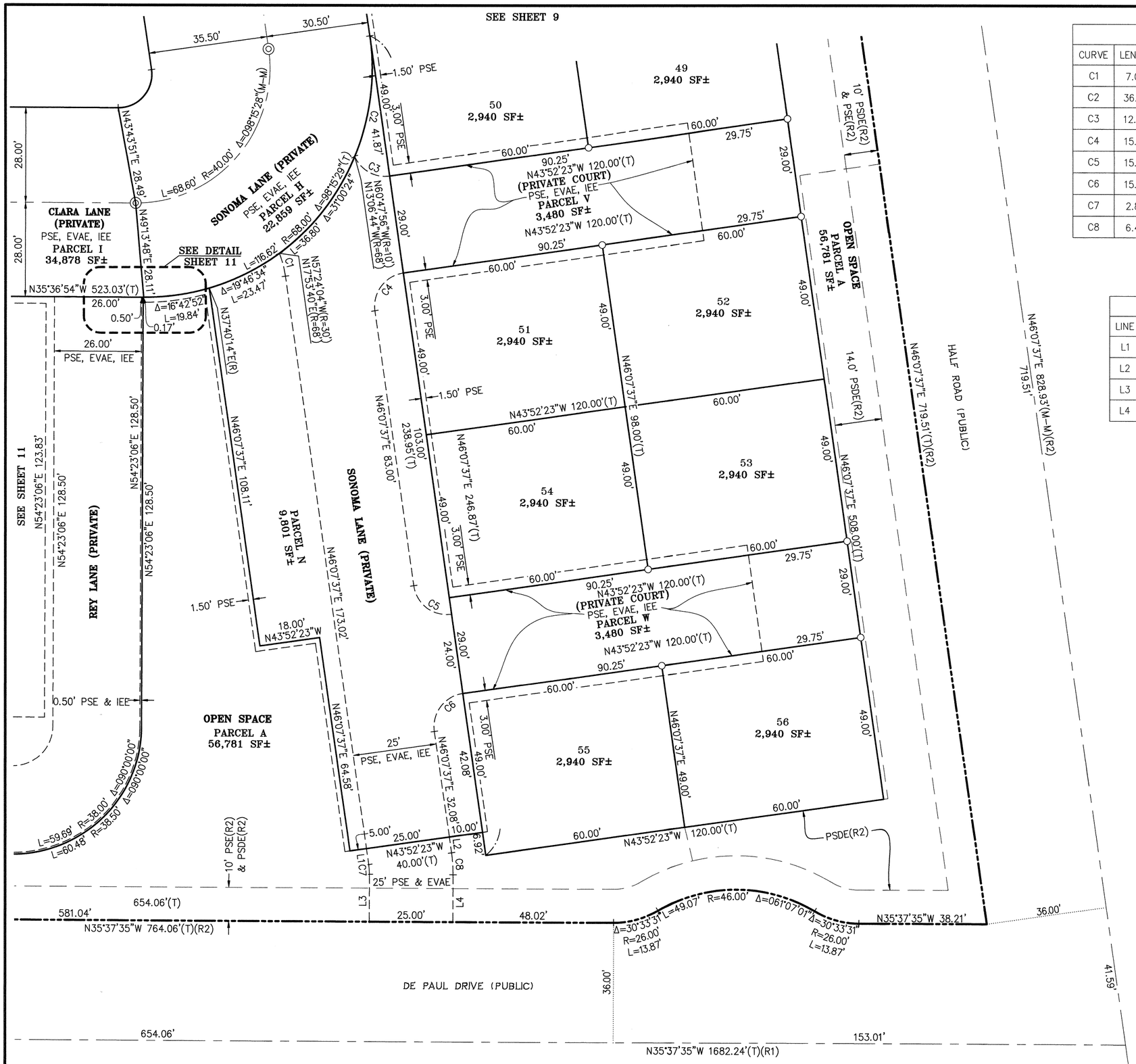
**BEING A SUBDIVISION OF "PARCEL 1", "PARCEL 2", AND "PARCEL 3", AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1" FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA**


Prepared By:
RUGGERI–JENSEN–AZAR
8055 Camino Arroyo, Gilroy, CA 95020


MAY 2025

JOB #182032

SHEET 11 OF 14 SHEETS




| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA |
| C1 | 7.08' | 30.00' | 013°31'41" |
| C2 | 36.51' | 68.00' | 030°45'38" |
| C3 | 12.75' | 10.00' | 073°04'27" |
| C4 | 15.71' | 10.00' | 089°59'58" |
| C5 | 15.71' | 10.00' | 090°00'00" |
| C6 | 15.71' | 10.00' | 090°00'00" |
| C7 | 2.88' | 20.00' | 008°14'48" |
| C8 | 6.48' | 45.00' | 008°14'48" |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DIST |
| L1 | N46°07'37"E | 4.74' |
| L2 | N46°07'37"E | 4.74' |
| L3 | N54°22'25"E | 14.09' |
| L4 | N54°22'25"E | 14.09' |

## REFERENCES:

(R1) PARCEL MAP – 957–M–16
(R2) TRACT 10618 – 964–M–24

## NOTES:

DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

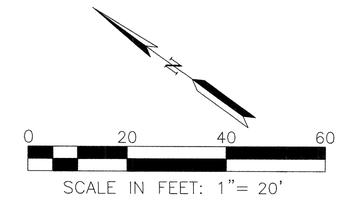
TIELINES ARE 90° OR PERPENDICULAR TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.

## BASIS OF BEARINGS:

THE BEARING OF N35°36'54"W BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF MISSION VIEW DRIVE, AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1", FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

## LEGEND

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




# TRACT 10652
# CROSSWINDS PHASE 2

CONSISTING OF 66 LOTS FOR RESIDENTIAL PURPOSES; 5 LOTS FOR CONDOMINIUM PURPOSES
CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

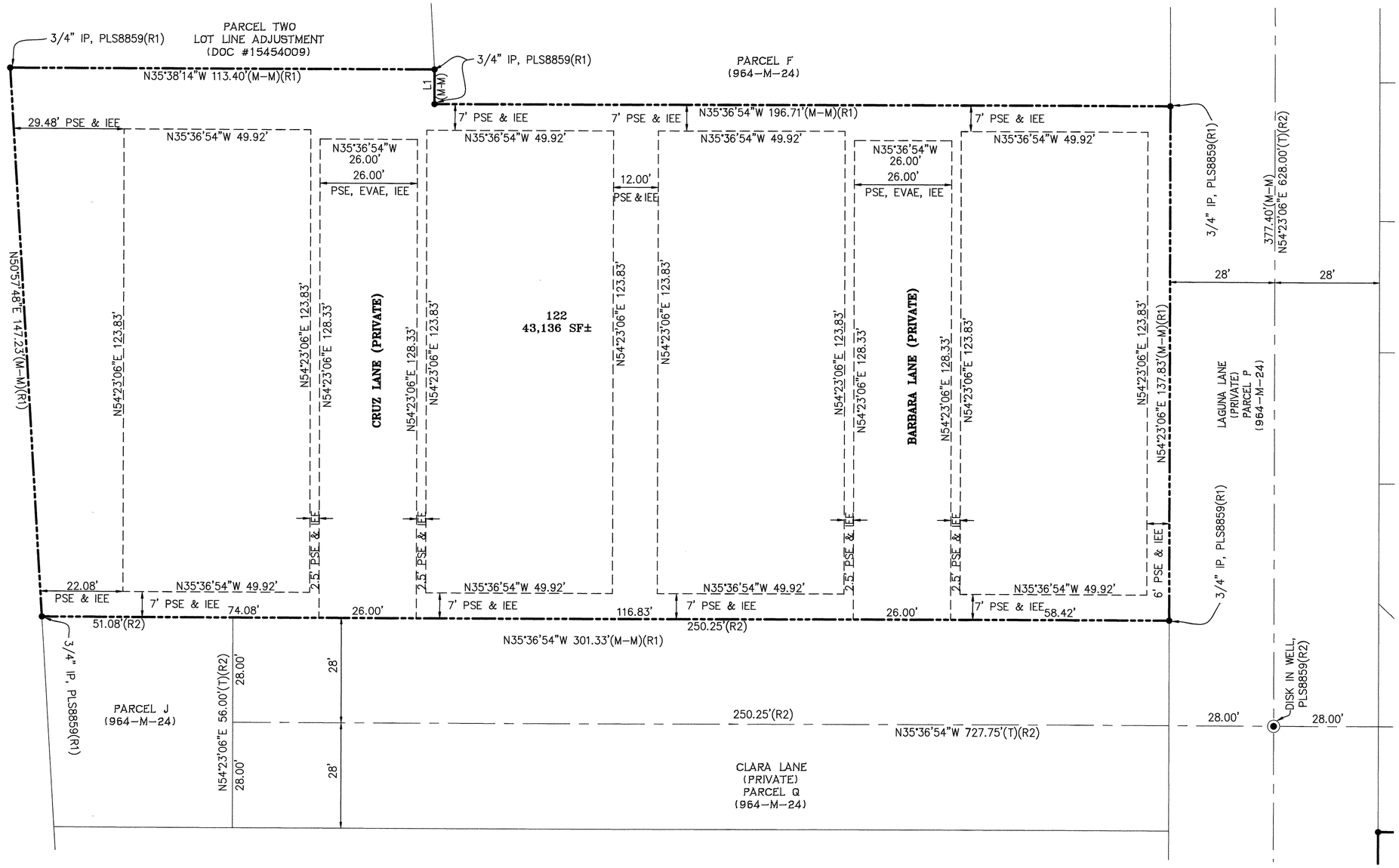
**BEING A SUBDIVISION OF "PARCEL 1", "PARCEL 2", AND "PARCEL 3", AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1" FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA**


Prepared By:
RUGGERI–JENSEN–AZAR
8055 Camino Arroyo, Gilroy, CA 95020


MAY 2025

JOB #182032

SHEET 12 OF 14 SHEETS




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DIST |
| L1 | N54°23'06"E | 9.18' |

## REFERENCES:

(R1) PARCEL MAP – 957-M-16
(R2) TRACT 10618 – 964-M-24

## NOTES:

DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

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

## BASIS OF BEARINGS:

THE BEARING OF N35°36'54"W BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF MISSION VIEW DRIVE, AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1", FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

## LEGEND

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

0 20 40 60

SCALE IN FEET: 1"= 20'

# TRACT 10652
# CROSSWINDS PHASE 2

CONSISTING OF 66 LOTS FOR RESIDENTIAL PURPOSES; 5 LOTS FOR CONDOMINIUM PURPOSES
CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

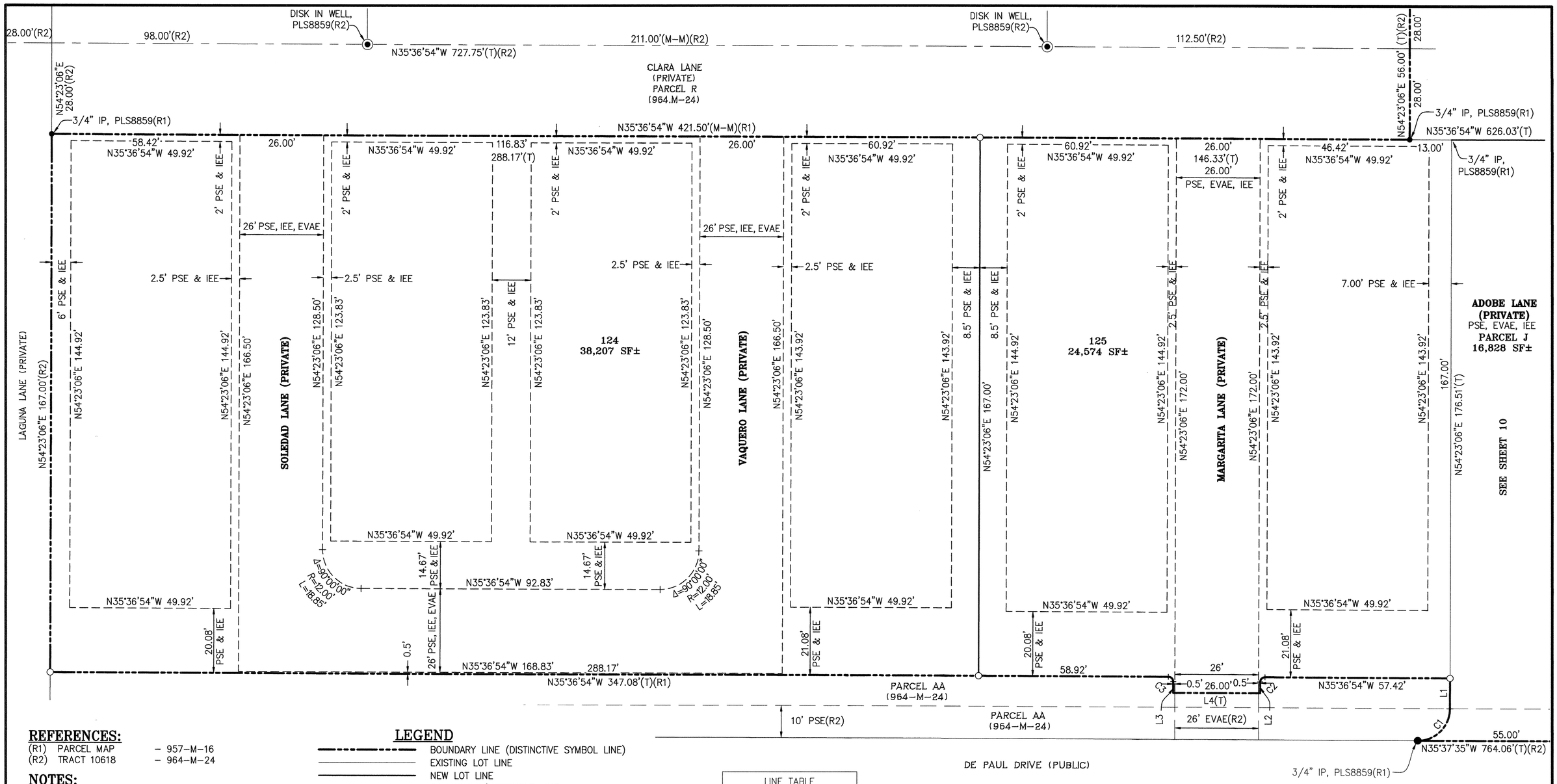
**BEING A SUBDIVISION OF "PARCEL 1", "PARCEL 2", AND "PARCEL 3", AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1" FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA**

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

MAY 2025

JOB #182032

SHEET 13 OF 14 SHEETS




## REFERENCES:

(R1) PARCEL MAP – 957-M-16
(R2) TRACT 10618 – 964-M-24

## NOTES:

DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

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

## BASIS OF BEARINGS:

THE BEARING OF N35°36'54"W BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF MISSION VIEW DRIVE, AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1", FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

## LEGEND

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

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DIST |
| L1 | N54°23'06"E | 9.51' |
| L2 | S54°23'06"W | 3.50' |
| L3 | N54°23'06"E | 3.50' |
| L4 | N35°36'54"W | 27.00' |

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

0 20 40 60
SCALE IN FEET: 1"= 20'

# TRACT 10652
# CROSSWINDS PHASE 2

CONSISTING OF 66 LOTS FOR RESIDENTIAL PURPOSES; 5 LOTS FOR CONDOMINIUM PURPOSES
CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

**BEING A SUBDIVISION OF "PARCEL 1", "PARCEL 2", AND "PARCEL 3", AS SHOWN ON THE MAP ENTITLED "TRACT 10618, CROSSWINDS PHASE 1" FILED SEPTEMBER 5, 2024 IN BOOK 964 OF MAPS, AT PAGES 24 THROUGH 37, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA**

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

MAY 2025

JOB #182032

SHEET 14 OF 14 SHEETS

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Tanya Carothers, Environmental Services Administrator
APPROVED BY: City Manager

## APPROVE FIRST AMENDMENT TO THE AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

### RECOMMENDATION(S)
Authorize the City Manager to execute the first amendment to the Agreement for the Countywide Household Hazardous Waste Collection Program.

### COUNCIL PRIORITIES, GOALS & STRATEGIES
**City Council Ongoing Priorities**
Protecting the Environment

**2024-2025 Strategic Priorities**
Healthy Community

### REPORT NARRATIVE:
The purpose of this City Council report is to request authorization for the City Manager to execute the First Amendment to the Agreement for the Countywide Household Hazardous Waste (HHW) Collection Program (Attachment 1).

For well over 20 years, Santa Clara County has collected a fee to offset each jurisdiction's solid waste management and HHW management expenses. The Countywide AB 939 Fee is collected at waste transfer and disposal facilities by facility operators and has two components. The first component is a Program Fee of $1.50 per ton which is charged to assist in funding integrated waste management activities. The second component is the HHW Fee of $2.60 per ton which is held by the County and used to directly offset HHW Collection Program costs associated with the use of the program by each jurisdiction's residents. The HHW Collection Program provides City residents with the opportunity to participate in several HHW collection events each month, held at a permanent collection center in San Martin. If HHW Fee revenues exceed a jurisdiction's HHW Collection Program costs at the end of the fiscal year, the remaining funds are transferred to the jurisdictions to be used to promote or support HHW management costs. Alternatively, if HHW Fee revenues are less than a jurisdiction's HHW Collection Program costs at the end of the fiscal year, then the jurisdiction is billed for the shortfall.

In 2024, the Council authorized the City Manager to execute the most recent three-year Countywide HHW Collection Program Agreement (Attachment 2). Because this agreement includes the HHW collection schedule for the year and an annual augmentation amount elected by the City, it requires an annual amendment. The sole purpose of this item is to approve the City's execution of the First Amendment to the Countywide HHW Collection Program Agreement with the FY 2025/26 schedule and updated augmentation amount. The Countywide HHW Collection Program Agreement includes a base assumption that 4% of each jurisdiction's households will participate in the program annually. It is estimated that Morgan Hill HHW Fee revenues will be less than the HHW Collection Program costs in FY 2025/26 and in addition, resident participation in the HHW Collection Program is expected to be more in the range of 10% for FY 2025/26. Therefore, an augmentation to cover the HHW Fee revenue shortfall and the high participation rate is recommended for FY 2025/26 in the amount of $86,968. This augmentation amount will ensure that all Morgan Hill residents desiring to participate in the program will be allowed to do so.

**COMMUNITY ENGAGEMENT:**

Inform

The recommended action is an extension of a long-standing program with no changes proposed, so no engagement activities were conducted prior to presenting the amendment for Council consideration. Should the First Amendment be approved, staff will continue to inform the public about the availability of the County program along with other local HHW disposal opportunities.

**ALTERNATIVE ACTIONS:**

The Council could decide to not approve the First Amendment and direct staff to further evaluate the provision of these services and the recommended augmentation amount.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

The current Countywide HHW Collection Program Agreement was approved by the City Council on June 5, 2024 (Attachment 2). The Council has historically acted annually on either an agreement or an amendment to the agreement for over 20 years.

**FISCAL AND RESOURCE IMPACT:**

Fees collected and actual participation in HHW can vary from year to year. It is estimated that providing HHW collection services to Morgan Hill residents at a rate of 4% of households will cost approximately $131,646 in FY 2025/26. Since the HHW Fee revenues credited to Morgan Hill for this purpose in FY 2025/26 are estimated to total $104,073, the City will need to pay a subsidy in the amount of approximately $27,573 for the base HHW program. Additionally, the County recommends the City augment an additional $59,395 for the purpose of attaining or increasing City household participation above the 4% participation level, for a total augmentation of $86,968.

Under the City's current Franchise Agreement for solid waste collection services, implementation fees may be requested by the City at the beginning of each fiscal year to cover costs related to compliance activities required under Local, Regional, State or

Federal permits, laws, and/or regulations for collection and/or management of solid waste. Because the HHW Collection Program is required as part of AB 939 compliance, similar to prior years the City will continue to request implementation funds to cover ongoing annual HHW Collection Program costs based on program participation numbers, implementation costs, and HHW Fee collection at landfills. The annual request for these implementation funds ensure that increasing County HHW costs do not impact the City's General Fund.

Should the City owe less to the HHW Collection Program than the requested implementation funds in a given year, then those remaining funds will be used for other local solid waste collection services and/or to offset the next HHW implementation funds request.

Although unlikely due to consistently increasing program costs and decreasing HHW Fee revenues, any revenues remaining in the City’s credit with the County at the end of the fiscal year will be refunded to the City for use in promoting the HHW Collection Program.

**CEQA (California Environmental Quality Act):**
Approval is categorically exempt from environmental review under Section 15308 (Actions by regulatory Agencies for Protection of the Environment) of the CEQA Guidelines.

**FIRST AMENDMENT TO THE AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

The Agreement for Countywide Household Hazardous Waste Collection Program (AGREEMENT) by and between the City of Morgan Hill (CITY) and the County of Santa Clara (COUNTY) previously entered into on June 28, 2024, is hereby amended as set forth below.

The COUNTY and the CITY agree that:

1. Section 16. ADDITIONAL SERVICES UNDER THIS AGREEMENT is amended in full to read:

   16. ADDITIONAL SERVICES UNDER THIS AGREEMENT

   CITY must augment funding provided under this Agreement to cover the cost of a minimum participation level of 4% of CITY households; CITY may also elect to augment funding to provide additional services to increase CITY participation beyond the 4% minimum participation level. Additional services shall be made available upon written agreement between the CITY's authorized representative and the County Executive Officer or designee. Additional services may include, but are not limited to, additional appointments (charged at the Variable Cost Per Car rate), door-to-door HHW collection, used oil filter collection, universal waste collection, electronic waste collection, and abandoned waste collection.

   CITY agrees to augment up to an additional $75,407 to the Countywide HHW Program during Fiscal Year 2025 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

   CITY agrees to augment up to an additional **$86,968** to the Countywide HHW Program during Fiscal Year 2026 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C-1, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding

portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

CITY agrees to make an interim payment to COUNTY amounting to 50 percent of the augmentation amount stated above for each fiscal year. This interim payment shall be made no later than September 30th of each fiscal year. The remaining balance of any outstanding cost shall be reconciled and paid or refunded in accordance with the terms outlined in the annual cost statement.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30th. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

2. Section 17. INFORMATION AND APPOINTMENT LINE is amended in full to read:

   17. INFORMATION AND APPOINTMENT LINE

   COUNTY will operate a telephone information and appointment desk Monday through Friday, from the hours of 8:30 a.m. to 4:30 p.m, except for COUNTY-recognized holidays The information service will register residents for the Temporary HHW Events and the collections at CoHHWCF. The information service will provide information about hazardous household materials. CITY will be notified immediately if resident participation approaches a level of service that may not be supported by available funding.

3. Attachment C-1 “HHW Schedule Of Collection Events for Fiscal Year 2025/2026” attached hereto and incorporated herein by this reference is hereby added to the AGREEMENT.

Except as provided herein, all terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY, through their duly authorized representatives, have entered into this First Amendment to the AGREEMENT on the last date shown below:

COUNTY OF SANTA CLARA

Signature:

James R. Williams
County Executive

Date:

CITY OF MORGAN HILL

Signature:

Name:
Title:

Date:

**APPROVED AS TO FORM AND LEGALITY**

Willie Nguyen
Deputy County Counsel

Date:

**ATTACHMENT C-1: HHW SCHEDULE OF COLLECTION EVENTS FOR FISCAL YEAR 2025/2026***

# 2025-2026

## HHW Schedule of Collection Events for Fiscal Year 2025/2026




***Schedule subject to change***

KEY:

| | | |
|---|---|---|
| Las Plumas Permanent | 155 | |
| LP & SM Permanent | 38 | 193 Total Permanent Events |
| Temporary Event | 11 | 204 Total Events |
| Holiday | 7 | |

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

# AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

This Agreement for Countywide Household Hazardous Waste Collection Program ("AGREEMENT") is made by and between the City of Morgan Hill ("CITY") and the County of Santa Clara ("COUNTY") on the 28th day of June 2024.

## RECITALS

**WHEREAS**, the Board of Supervisors of the County of Santa Clara ("Board of Supervisors") has approved a Countywide Household Hazardous Waste Collection Program whereby residents of the unincorporated areas of the Santa Clara County and cities and towns within Santa Clara County participating in the Countywide program will have an opportunity to safely dispose of household hazardous wastes (HHW), regardless of the specific location at which the collection has been scheduled; and

**WHEREAS**, CITY desires to provide residents with convenient opportunities to safely dispose of their HHW in order to encourage the proper disposal of toxic products, and avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground, in a manner which creates a health and/or environmental hazard; and

**WHEREAS**, CITY desires to provide a safe, convenient, and economical means for residents to dispose of HHW. These wastes include, but are not limited to, common household products such as household cleaning products, furniture polish, solvents, oven cleaner, pesticides, oil-based paints, motor oil, antifreeze, car batteries, mercury thermostats, fluorescent lamps, household batteries, and electronic waste; and

**WHEREAS**, CITY desires to schedule Household Hazardous Waste Collection Events (Events) for residents for FY 2025 through FY 2027 (July 1, 2024 – June 30, 2027); and

**WHEREAS**, CITY desires to provide household hazardous waste collection services to a minimum of 4% of the households per fiscal year in its jurisdiction; and

**WHEREAS**, CITY desires to participate in the Countywide Household Hazardous Waste Collection Program to meet these objectives; and

**WHEREAS**, pursuant to Public Resources Code Section 41901, the Board of Supervisors has approved the collection of a $4.10 per ton Countywide AB939 Implementation fee, including a $2.60 per ton Household Hazardous Waste Fee (AB939 HHW Fee), for FY 2025 through FY 2027 (July 1, 2024 – June 30, 2027) on all wastes landfilled or incinerated within Santa Clara County, received at any non-disposal or collection facility located within Santa Clara County and subsequently transported for disposal or incineration outside of Santa Clara County, collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

transported for disposal or incineration outside of Santa Clara County, or removed from any location in Santa Clara County by any person or business for disposal or incineration outside the county; and

**WHEREAS**, the AB939 HHW Fee is allocated to the Countywide Household Hazardous Waste Program and participating jurisdictions to fund HHW program costs in accordance with the terms of the Countywide AB939 Implementation Fee Agreement; and

**WHEREAS**, CITY desires for COUNTY to utilize CITY's share of the AB939 HHW Fee to provide HHW services for CITY residents.

**NOW THEREFORE**, CITY and COUNTY AGREE AS FOLLOWS:

## 1. PURPOSE

The purpose of this AGREEMENT is to state the terms and conditions under which CITY will participate in the Countywide Household Hazardous Waste Collection Program (CoHHW Program) available to its residents. Participating jurisdictions are those jurisdictions that enter into this AGREEMENT with the County.

## 2. PROGRAM FUNDING SOURCE

HHW Program services are mandated by State law, Public Resources Code Section 41500 *et seq*. State law authorizes cities and counties to impose fees in amounts sufficient to support planning and implementation of integrated waste management programs, including HHW elements. The AB939 HHW Fee, of $2.60 per ton, imposed by COUNTY as part of the AB939 Implementation Fee and collected and distributed in accordance with the Agreement for Countywide AB939 Implementation Fee will be the primary source of funding for CoHHW Program services. CITY agrees that COUNTY may utilize CITY's share of the AB939 HHW fee to provide HHW Program services in accordance with the terms and conditions of this AGREEMENT.

Funds derived from the AB939 HHW Fee will be allocated among five types of CoHHW Program service costs as follows:

A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."

B. San José Facility Use Surcharge will be apportioned based on CITY residents' participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San José, CA 95133.

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

C. Variable Cost Per Car is the cost associated with labor, waste disposal, transportation, and other services provided to residents at the County HHW Collection Facilities and at temporary HHW collection events. The Variable Cost Per Car is based on the estimated cost of providing a base level service to 4% of households in all participating jurisdictions. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."

D. Available Discretionary Funding is allocated based on tonnage generated per participating jurisdiction, and after allocation of Fixed Program Costs, San José Facility Use Surcharge, and Variable Cost Per Car allocation.

E. Abandoned Waste Disposal Costs will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations as defined in Section 41904 of California Public Resources Code.

The projected AB939 HHW Fee Allocation by jurisdiction is set out in Attachment A, attached hereto and incorporated herein.

## 3. FIXED PROGRAM COST

Estimated HHW Fixed Program Costs are projected in Attachment B, attached hereto and incorporated herein. Fixed Program Costs are allocated to CITY at the conclusion of each fiscal year based on CITY's proportional share of the County population and will not exceed $5.07 per household for Fiscal Years 2025, 2026, and 2027. Fixed Program Costs may include, but are not limited to, up to eleven (11) County HHW Program staff members, facility lease costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, training costs, equipment and facility maintenance and union negotiated salary and benefit changes.

## 4. ABANDONED WASTE DISPOSAL COST

The Abandoned Waste Disposal Cost will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations. The Abandoned Waste Disposal Cost is based on the cost to the County to dispose of abandoned waste allocated among participating jurisdictions based on their proportional share of the County population and shall not exceed $0.05 per household. Projected Abandoned Waste Disposal Costs to the CITY based on a charge of $0.05 per household are set forth in Attachment A, attached hereto and incorporated herein.

For the purposes of this Agreement, "Nonprofit Charitable Reuser Organization" is defined in accordance with Section 41904 of California Public Resources Code as follows: a charitable organization, as defined in Section 501(c)(3) of the federal Internal Revenue Code, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than 50 percent of its revenues from the handling and sale of those donated goods or materials.

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

## 5. SAN JOSÉ FACILITY USE SURCHARGE

The total San José Facility Use Surcharge for CITY will be based on CITY residents' proportional participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San José. Estimated San José Facility Use Surcharges are projected in Attachment A, attached hereto and incorporated herein. The San José Facility Use Surcharge will vary depending on facility usage but will not exceed $8.09 per car for Fiscal Years 2025, 2026, and 2027.

## 6. VARIABLE COST PER CAR

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County Household Hazardous Waste Collection Facilities (CoHHWCF) and at Temporary Events. The Variable Cost Per Car is estimated to be approximately $66.02 per participating resident car for Fiscal Years 2025, 2026 and 2027. The estimated cost per car will be adjusted to reflect actual service costs. After Fixed Program Costs and San José Facility Use Surcharge are allocated on a per household basis, the Variable Cost Per Car will be used to calculate the costs to service 4% of households across all participating jurisdictions. If the level of 4% of households is not reached in the CITY, the CoHHW Program may use the remaining balance of funds, in cooperation with the CITY, to increase public outreach and/or provide additional services in that jurisdiction the following year.

## 7. AVAILABLE DISCRETIONARY FUNDING

The Available Discretionary Funding portion of the AB939 HHW Fee will be allocated based on the tons of waste generated within each jurisdiction, and after allocation of Fixed Program Costs, San José Facility Use Surcharge, and Variable Cost Per Car allocation. Available Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in that jurisdiction by the CoHHW Program, subsidizing curbside used motor oil collection, electronic waste (e-waste) collection, universal waste collection, emergency HHW services, funding HHW public education, the support of capital infrastructure projects to accommodate HHW drop-off and collection events, or providing special programs such as retail collection of certain waste and/or door-to-door collection of HHW for the elderly and/or persons with disabilities and neighborhood clean-up events. COUNTY has discretion to determine appropriate uses of Available Discretionary Funding in accordance with the terms and conditions in this Agreement, and to apply the funding toward those uses.

## 8. ADMINISTRATION AND PAYMENT OF THE AB939 HHW FEE

The County of Santa Clara Recycling and Waste Reduction Division will administer the AB939 HHW Fee, as part of the existing online disposal reporting and payment system. Administration and payment will be made in accordance with the Agreement for Countywide AB939 Implementation Agreement. Notwithstanding the foregoing, the COUNTY shall maintain records of the amount, use, and distribution of Fixed Program Cost expenditures for at least five (5) years after the termination date of this Agreement, unless otherwise required by law

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

to retain such records for a longer period. CITY may request in writing a review by COUNTY of the Fixed Program Cost records. The review shall be performed within 30 days of request and results shall be reported to participating cities in writing.

## 9. PROGRAM PUBLICITY

The CoHHW Program shall produce and make available to the public an HHW brochure for distribution. The brochure will be made available at various events, including but not limited to, environmental events and community fairs. The brochure may also be distributed, upon request, to cities within Santa Clara County and to Santa Clara County residents and businesses. The CITY shall be responsible for developing and coordinating citywide awareness of the HHW Program. The CoHHW Program shall be responsible for Countywide public education for used oil recycling. CoHHW Program public awareness responsibilities shall include, but not be limited to, the following activities:

- Serving as the formal contact to the local media such as local newspapers and television news stations;
- Providing participating jurisdictions with educational materials developed for the CoHHW Program;
- Promoting oil and oil filter recycling by developing, purchasing, and distributing educational materials, media relations materials, basic art work and camera ready advertising materials for distribution countywide and for use by jurisdictions;
- Representing the program through educational presentations at schools and businesses and attendance at community events such as local fairs and festivals; and
- Providing participating jurisdictions opportunities to review and comment on the development of countywide outreach materials.

CITY's public awareness responsibilities, at the sole discretion of the CITY, shall include, but not be limited to, the following activities:

- Providing a copy of HHW promotional materials to the CoHHW Program for review for accuracy and completeness, prior to publication;
- Developing and distributing HHW promotion communications to residents for local and CITY newsletters, newspapers and to the electronic media;
- Providing the CoHHW Program with a copy of HHW promotion materials produced by the CITY;
- Conducting and supporting outreach and publicity to attain the goal of 4% of households in the CITY participating in the CoHHW Program; and
- Providing the CoHHW Program a report summarizing all outreach activities conducted by the CITY during the fiscal year. The report is due 30 days after the end of the reporting period.

## 10. TEMPORARY HHW EVENTS

COUNTY shall conduct Temporary HHW Events at various sites located in Santa Clara County. COUNTY shall obtain all necessary permits and licenses required for the Temporary

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

HHW Events and shall provide or contract for the services of properly trained, qualified personnel and hazardous waste haulers, and shall provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at the Temporary HHW Events.

When COUNTY conducts a Temporary HHW Event in CITY's jurisdiction, CITY agrees to provide solid waste and recycling services at such event at no cost to the CoHHW Program to ensure the proper management of non-hazardous waste generated at the event. Any additional expenses for such event incurred beyond the agreed-upon budget shall be subject to negotiation and mutual agreement between the COUNTY and the CITY.

To increase the Community's awareness of and participation in any Temporary HHW Event in CITY's jurisdiction, the CITY agrees to promote, at the CITY's sole expense, each such event to the residents at least thirty (30) days in advance before the scheduled date. The promotion may include, but is not limited to, bill inserts, door hangers, flyers, in-person outreach events, newsletters, press releases, public service announcements, social media, television public access stations, websites, etc.

## 11. HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES

COUNTY shall conduct collection operations at two County Household Hazardous Waste Collection Facilities (CoHHWCF).

The CoHHWCF are located at:

- ***San Martin, 13055 Murphy Avenue, San Martin, CA 95046***
- ***San José, 1608 Las Plumas, San José, CA 95133***

The COUNTY shall obtain all necessary permits and licenses required for the CoHHWCF and shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected.

## 12. RECYCLING AND DISPOSAL PROGRAM FOR VERY SMALL QUANTITY GENERATORS

COUNTY will provide services to accept hazardous waste from Very Small Quantity Generators (VSQG) in accordance with Section 25218.3 of California Health and Safety Code, as amended from time to time. VSQG is defined in Section 25218.1(q) of California Health and Safety Code.

Eligible VSQGs include, but not limited to, small businesses, governmental entities, non-profit organizations, schools, special districts, etc. within the County so long as they meet the criteria as defined in Section 25218.1(q) of California Health and Safety Code. Eligible VSQGs will be allowed to bring their hazardous waste to CoHHWCF. These services to VSQGs located within the CITY will be provided on a cost recovery basis, which will include program administration,

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

on-site collection, transportation, and disposal costs. COUNTY will assume responsibility for fee collection from participating VSQG.

The CITY may choose to pay for services for VSQG's within the CITY and will notify the COUNTY in writing with 30-day advance notice in order to exercise this option. If the CITY exercises this option, the COUNTY will invoice the CITY for all costs associated with VSQG's within the CITY. If CITY has available Discretionary Funding, COUNTY may use this funding to pay for VSQG costs.

## 13. ABANDONED HOUSEHOLD HAZARDOUS WASTE

The CoHHW Program will allow for the disposal of abandoned HHW by government agencies and qualified nonprofit charitable reusers. Abandoned HHW means HHW left at a property by an unknown party. Abandoned household hazardous waste does not include waste generated by a known organization or agency in the course of normal business operations such as, but not limited to, the assembly or manufacture of products from new or used materials or the provision of charitable services such as classroom education, meal preparation, and shelter, or the provision of services for a fee.

### A) GOVERNMENT AGENCIES

Government agencies shall be charged for disposal of abandoned HHW according to the CoHHW Program's rates for VSQGs.

### B) NONPROFIT CHARITABLE REUSER

In order to qualify as a Nonprofit Charitable Reuser, the business must submit to the County Executive a request to be so designated. The County Executive shall review the request and supporting documentation and shall make a final decision on the designation. COUNTY will accept abandoned HHW from Nonprofit Charitable Reusers and will waive disposal fees on the cost of disposal of the abandoned HHW in an annual amount not to exceed funds available from the existing unexpended abandoned waste fund. Funding for disposal available to Nonprofit Charitable Reuser shall be on a first come first serve basis. Once the available fund to pay for the disposal of the abandoned HHW from Nonprofit Charitable Reusers is exhausted, disposal fees shall no longer be waived, and Nonprofit Charitable Reusers shall be charged for disposal of abandoned HHW according to the CoHHW Program's rates for VSQGs. No additional costs shall be applied to the budget of the CITY or any other participating jurisdiction.

## 14. HOUSEHOLD HAZARDOUS WASTES ACCEPTED

HHW accepted by the CoHHW Program shall be limited to those materials that qualify as "Household Hazardous Waste" pursuant to Section 25218.1(d) of California Health and Safety Code, as amended from time to time. These materials include, but are not limited to, automotive fluids, automotive and other types of batteries, latex and oil paint, oil filters, garden chemicals,

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

household cleaners, pool chemicals, mercury thermostats, fluorescent lamps containing mercury, household batteries, electronic waste (e-waste), and other common hazardous consumer products.

## 15. WASTES NOT ACCEPTED

Certain hazardous wastes shall not be accepted for collection and disposal. These include, but are not limited to, compressed gas cylinders larger than 5 gallons, radioactive materials, biohazardous waste, and explosives. Other wastes not accepted by the CoHHW Program are wastes generated as part of operating a business, including a home operated business, except that waste from VSQGs as provided for in Section 12 of this Agreement shall be accepted.

## 16. ADDITIONAL SERVICES UNDER THIS AGREEMENT

CITY must augment funding provided under this Agreement to cover the cost of a minimum participation level of 4% of CITY households; CITY may also elect to augment funding to provide additional services to increase CITY participation beyond the 4% minimum participation level. Additional services shall be made available upon written agreement between the CITY's authorized representative and the County Executive Officer or designee. Additional services may include, but are not limited to, additional appointments (charged at the Variable Cost Per Car rate), door-to-door HHW collection, used oil filter collection, universal waste collection, electronic waste collection, and abandoned waste collection.

CITY agrees to augment up to an additional $ 75,407 to the Countywide HHW Program during Fiscal Year 2025 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

CITY agrees to make an interim payment to COUNTY amounting to 50 percent of the augmentation amount stated above for each fiscal year. This interim payment shall be made no later than September 30th of each fiscal year. The remaining balance of any outstanding cost shall be reconciled and paid or refunded in accordance with the terms outlined in the annual cost statement.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30th. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

/ /

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

## 17. INFORMATION AND APPOINTMENT LINE

COUNTY will operate a telephone information and appointment desk Monday through Friday, from the hours of 9:00 a.m. to 5:00 p.m, except for COUNTY-recognized holidays The information service will register residents for the Temporary HHW Events and the collections at CoHHWCF. The information service will provide information about hazardous household materials. CITY will be notified immediately if resident participation approaches a level of service that may not be supported by available funding.

## 18. SCHEDULING AND SITE SELECTION

COUNTY shall work with CITY to determine the date(s) of Temporary Events and collections at the CoHHWCF. CITY shall coordinate with COUNTY in locating and securing sites for Temporary HHW Events. It is recognized that some participating jurisdictions in the CoHHW Program may not have appropriate sites available. A proposed HHW schedule for Fiscal Year 2025 of Temporary Events and collections at CoHHWCF is included as Attachment C. COUNTY will schedule an adequate number of collection days to serve the 4% level of service. The COUNTY determines the adequate number of collection days by tracking attendance at each event.

## 19. OUTSIDE FUNDING

During the term of this Agreement, COUNTY may seek outside funding sources for services that would supplement existing HHW services such as permanent collection sites, equipment, retail take-back collection and operational funding. If outside funding is obtained, the CoHHW Program will, at COUNTY's discretion, proceed with development of additional programs using that outside funding without drawing on CITY's funding provided under this Agreement.

## 20. REGIONAL GRANT AND OIL PAYMENT PROGRAM PARTICIPATION

The CITY authorizes the CoHHW Program to apply for lead agency grants, including but not limited to Used Oil Payment Program grants, from the California Department of Resources Recycling and Recovery (CalRecycle), on behalf of participating jurisdictions. The CoHHW Program will act on behalf of all participating jurisdictions, as the lead applicant and administrator. The CoHHW Program will oversee how the moneys are used and work in cooperation with CITY as to how the funds will be spent. Nothing in this section shall preclude the COUNTY or a participating jurisdiction from applying for grant funds in any case where the CoHHW Program does not apply for the grant opportunity.

## 21. EMERGENCY SERVICES

Participating jurisdictions, at their option, may desire to provide residents with convenient emergency opportunities to safely dispose of their HHW in the event of a disaster. The purpose of this emergency planning for HHW is to minimize potential public health and safety impacts, as well as to minimize costs and confusion. Attachment D sets out CITY and

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

COUNTY responsibilities for the collection of household hazardous wastes in response to an emergency. CITY shall make good faith efforts to provide the public with information related to the problems associated with HHW. Upon the decision to hold an emergency collection event, it is CITY's responsibility to make a good faith effort to prepare and disseminate the necessary outreach to notify the public of an emergency collection event. An emergency collection event shall be initiated by a written request from CITY to COUNTY. Emergency collection events can be scheduled in as little as ten (10) working days of CITY's written request or at an agreed upon date thereafter. The emergency collection plan is set out in Attachment D, Household Hazardous Waste Emergency Collection Plan.

COUNTY agrees to conduct the Emergency Collection Event at a mutually agreeable site and time. The COUNTY will obtain the necessary permit from California Department of Toxic Substances Control and will handle wastes in accordance with applicable state laws and regulations. COUNTY will bill CITY for all Emergency Collection Events on a cost recovery basis, and all payments shall be due COUNTY within 30 days following the receipt of the invoice.

## 22. PRIVATE SPONSORED EVENTS

COUNTY may also secure funding from corporations or agencies to conduct HHW Collection Events for corporate employees and residents of participating jurisdictions and to pay for special programs such as Universal Waste collection at retail locations. The transportation, treatment, and disposal liability for nonresident employee participation in these events shall be shared by all participating jurisdictions, including the CITY, and the COUNTY, as described in Section 26 of this Agreement. Summary information concerning these corporate sponsored events, if any, will be included in the CoHHW Program's annual report to the participating jurisdictions.

## 23. INSURANCE REQUIREMENTS

Contractors who provide hazardous waste transportation, treatment, or disposal services shall have the required insurance as outlined in Attachment E, Exhibit E Insurance Requirements for Environmental Services Contract. Other contractors shall have insurance in amounts to be determined by COUNTY Insurance Manager, after consultation with CITY. COUNTY shall obtain insurance certificates from each of the contractors prior to the contractor providing service to the program naming the COUNTY as an additional insured.

## 24. WASTE TRACKING AND REPORTING

COUNTY will provide a mid-year report to CITY regarding participation rates from each participating jurisdiction by March 15 of each year. Mid-year and year end reports will outline the types and quantities of waste collected, the amount of waste diverted for reuse or recycling and the waste management method for each waste stream and associated costs for services. COUNTY will prepare a report summarizing program activities which will be delivered to the participating jurisdictions no later than six months after the end of COUNTY's fiscal year.

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

It will be assumed for cost and reporting purposes that each participating jurisdiction is contributing to the waste stream in proportion to the number of its residents who directly participate.

COUNTY shall take steps to assure that the bi-annual statements to jurisdictions reflect the funds necessary to cover costs for CITY participation in services scheduled during the next quarter.

## 25. PARTICIPATION REPORTING

COUNTY shall employ means necessary to verify the place of residence of all participants in the CoHHW Program.

## 26. HOLD HARMLESS AND INDEMNIFICATION

In lieu of and not withstanding the pro rata risk allocation which might otherwise be imposed between CITY and COUNTY pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead COUNTY and CITY agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other parties under this Agreement.

Additionally, CITY shall indemnify COUNTY for CITY's apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of the household hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. Apportionment for disposal liability shall be determined by each participating jurisdiction's pro rata proportion of household participation in the Program. Apportionment for transportation and treatment liability shall be determined by each participating jurisdiction's pro rata household participation at the event where the waste was generated. COUNTY will use reasonable efforts to obtain recovery from all available resources, including insurance, of any liable hauler or liable disposal facility operator. No liability shall be apportioned to CITY for transportation, treatment or disposal in any case where COUNTY has contracted for such services and has failed to require the contractor to maintain the insurance requirements set forth in Section 23 above.

CITY shall further indemnify COUNTY for CITY's apportioned share of liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of household hazardous waste at corporate sponsored events where non-county resident

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

employees of the corporate sponsor are authorized to participate in the event. Liability for the nonresident portion of the disposal of waste shall be shared by the participating jurisdictions and the COUNTY as described above. The nonresident portion shall be determined by calculating the percentage of nonresidents participating in the event. This percentage will then be subtracted from the total liability for the household hazardous waste prior to assessing CITY's apportioned share of any liability for the household hazardous waste.

COUNTY shall require VSQGs and Nonprofit Charitable Reusers to indemnify COUNTY, at minimum, for their apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of their hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. The VSQG and Nonprofit Charitable Reuser portion of the waste shall be determined by calculating the percentage, by weight, of the total household hazardous waste accepted by the CoHHW Program. This percentage will be used to calculate the portion of liability attributed to VSQGs and Nonprofit Charitable Reusers and will be subtracted from the total liability prior to assessing CITY's apportioned share of any liability for household hazardous waste.

## 27. TERMINATION

This Agreement may be terminated by either the COUNTY or CITY upon thirty (30) days written notice given by the terminating party.

## 28. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2024 to June 30, 2027, or until all revenue from the last quarter's AB939 fee payments have expended and/or distributed, whichever is later.

## 29. INDEPENDENT CONTRACTOR

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

## 30. EXECUTION BY COUNTERPART

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which shall together constitute one and the same instrument.

## 31. CONTROLLING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

## 32. ENTIRE AGREEMENT

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless and until modification is evidenced by writing signed by all parties or their assigned designates.

## 33. NOTICES

All notices and communications herein required shall be in writing to the other party as follows, unless expressly changed in writing:

CITY of Morgan Hill

City Representative Tanya Carothers
Representative's Title Env Services Administrator
City Address 17575 Peak Avenue
Morgan Hill, California
95037

County of Santa Clara

Director
Consumer and Environmental Protection Agency
1553 Berger Drive
San José, California 95112

## 34. CONTRACT EXECUTION

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

/ /

/ /

/ /

/ /

/ /

/ /

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM on the dates as stated below:

Date: 6/28/2024

COUNTY OF SANTA CLARA

DocuSigned by:
James R. Williams
74FCE0CB79FA478...

JAMES R. WILLIAMS
County Executive

Date: 6/10/2024

"CITY"

DocuSigned by:
Christina Turner
6D7187AF1A9B4AD...

CITY/TOWN OF City of Morgan Hill
Title City Manager
A municipal corporation

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Willie Nguyen
A1756187CF04415...

WILLIE NGUYEN
Deputy County Counsel

Approved as to form:

DocuSigned by:
Cynthia Hasson
BEB66AE9672C451...

Cynthia Hasson
Assistant City Attorney

Attachments:

A Projected Fiscal Years 2025, 2026, and 2027 AB939 HHW Fee Funding Allocation by Jurisdiction
B Estimated HHW Program Fixed Costs for Fiscal Years 2025, 2026, and 2027
C HHW Schedule of Collection Events for Fiscal Year 2025
D Household Hazardous Waste Emergency Collection Plan
E Exhibit-E Insurance Requirements for Environmental Services Contracts

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

# ATTACHMENT A: PROJECTED FISCAL YEARS 2025-2027 ANNUAL HHW FEE FUNDING ALLOCATION BY JURISDICTION

| Cities | No of Households | 4% of Households | Disposal Tonnage | AB939 HHW Fee per Ton $2.60 | Fixed Cost per HH $5.07 | SJ Facility Surcharge $8.09 | Variable Cost per Car $66.02 | Abandoned Waste Disposal Cost per HH $0.05 | Discretionary Fund | **Estimated Augmentation** | Anticipated Participation | Anticipated Participation at SJ Facility |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Campbell | 18,451 | 738 | 37,162 | $ 96,620 | $ 93,494 | $ 5,971 | $ 48,725 | $ 923 | $ (52,493) | **$ 80,093** | 1,156 | 1,056 |
| Cupertino | 21,787 | 871 | 29,930 | $ 77,819 | $ 110,398 | $ 7,050 | $ 57,535 | $ 1,089 | $ (98,254) | **$ 133,081** | 1,399 | 936 |
| Gilroy | 18,784 | 751 | 60,599 | $ 157,558 | $ 95,181 | $ 6,079 | $ 49,605 | $ 939 | $ 5,754 | **$ 27,110** | 1,162 | 154 |
| Los Altos | 11,871 | 475 | 16,597 | $ 43,153 | $ 60,152 | $ 3,842 | $ 31,349 | $ 594 | $ (52,784) | **$ 96,037** | 1,130 | 784 |
| Los Altos Hills | 3,151 | 126 | 5,589 | $ 14,531 | $ 15,967 | $ 1,020 | $ 8,321 | $ 158 | $ (10,934) | **$ 22,221** | 297 | 174 |
| Los Gatos | 14,006 | 560 | 23,770 | $ 61,802 | $ 70,970 | $ 4,532 | $ 36,987 | $ 700 | $ (51,388) | **$ 94,219** | 1,209 | 1,199 |
| Milpitas | 25,769 | 1,031 | 59,694 | $ 155,204 | $ 130,575 | $ 8,339 | $ 68,051 | $ 1,288 | $ (53,049) | **$ 79,341** | 1,429 | 969 |
| Monte Sereno | 1,353 | 54 | 735 | $ 1,911 | $ 6,856 | $ 438 | $ 3,573 | $ 68 | $ (9,024) | **$ 17,334** | 180 | 185 |
| Morgan Hill | 16,178 | 647 | 44,235 | $ 115,011 | $ 81,976 | $ 5,235 | $ 42,723 | $ 809 | $ (15,732) | **$ 75,407** | 1,551 | 392 |
| Mountain View | 39,194 | 1,568 | 51,011 | $ 132,629 | $ 198,602 | $ 12,684 | $ 103,504 | $ 1,960 | $ (184,120) | **$ 169,083** | 1,340 | 772 |
| Palo Alto | 29,285 | 1,171 | 45,188 | $ 117,489 | | | | $ 1,464 | $ 116,025 | | | |
| San Jose | 345,798 | 13,832 | 827,019 | $ 2,150,250 | $ 1,752,210 | $ 111,904 | $ 913,183 | $ 17,290 | $ (644,337) | **$ 1,186,168** | 22,039 | 20,539 |
| Santa Clara | 53,370 | 2,135 | 113,691 | $ 295,597 | $ 270,434 | $ 17,271 | $ 140,939 | $ 2,669 | $ (135,715) | **$ 237,003** | 3,669 | 2,010 |
| Saratoga | 11,353 | 454 | 17,897 | $ 46,533 | $ 57,527 | $ 3,674 | $ 29,981 | $ 568 | $ (45,217) | **$ 76,767** | 932 | 800 |
| Sunnyvale | 63,111 | 2,524 | 99,239 | $ 258,021 | $ 319,793 | $ 20,423 | $ 166,664 | $ 3,156 | $ (252,014) | **$ 262,351** | 2,681 | 1,533 |
| Unincorporated | 18,558 | 742 | 45,693 | $ 118,802 | $ 94,036 | $ 6,006 | $ 49,008 | $ 928 | $ (31,176) | **$ 80,009** | 1,482 | 845 |
| Total | 692,019 | 27,681 | 1,478,050 | $ 3,842,931 | $ 3,358,172 | $ 214,467 | $ 1,750,148 | $ 34,601 | $ (1,514,457) | **$ 2,636,224** | 41,656 | 32,348 |

Notes: No of HH and Disposal tonnage are based on FY2022-2023 actuals. Anticipated participation and anticipated participation at SJ facility are based on 10% increase from FY2022-2023 actual participation.

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

## ATTACHMENT B: ESTIMATED ANNUAL HHW PROGRAM FIXED COSTS FOR FISCAL YEARS 2025, 2026, AND 2027

| FIXED COST | | |
|---|---|---|
| Staff Salary and Benefits | | $ 1,926,605.10 |
| County Admin Overhead | | $667,328 |
| County Counsel | | $17,745 |
| Phones and Communications | | $13,787 |
| Facilities Lease Costs | San Jose | $215,880 |
| Vehicle Costs | | $44,363 |
| Office Supplies and postage | | $4,430 |
| Maintenance, Software | | $150,150 |
| HHW Hotline | | $150,000 |
| Garbage & Utilities | | $47,434 |
| Membership & Dues | | $20,475 |
| Training & Conference | | $6,825 |
| Safety Wear | | $28,392 |
| Printing | | $11,632 |
| Other Services & Supplies | | $53,127 |
| **ESTIMATED ANNUAL TOTAL** | | **$ 3,358,171.77** |

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

# ATTACHMENT C: HHW SCHEDULE OF PERMANENT & TEMPORARY COLLECTION EVENTS FOR FISCAL YEAR 2025-2027*

| 2024/Month | Day | Date | Location | Type of Event | County Holidays/ Notes |
|---|---|---|---|---|---|
| July | Wed | 3 | San Jose | Permanent | |
| | Thursday | 4 | No Event | No Event | 4th OF JULY |
| | Fri,Sat | 5,6 | San Jose | Permanent | |
| | Fri,Sat | 5,6 | San Martin | Permanent | |
| | Thurs,Fri | 11,12 | San Jose | Permanent | |
| | Saturday | 13 | Sunnyvale | Temporary | Confirmed |
| | Thurs,Fri,Sat | 18,19,20 | San Jose | Permanent | |
| | Thurs,Fri,Sat | 25,26,27 | San Jose | Permanent | |
| August | Thurs,Fri,Sat | 1,2,3 | San Martin | Permanent | |
| | Thurs,Fri,Sat | 1,2,3 | San Jose | Permanent | |
| | Fri,Sat | 4,5 | San Martin | Permanent | |
| | Thurs,Fri,Sat | 8,9,10 | San Jose | Permanent | |
| | Thurs,Fri,Sat | 15,16,17 | San Jose | Permanent | |
| | Thurs,Fri | 22,23 | San Jose | Permanent | |
| | Saturday | 24 | Mountain View | Temporary | Confirmed |
| | Thurs,Fri | 29,30 | San Jose | Permanent | |
| | Saturday | 31 | No Event | No Event | LABOR DAY WEEKEND |
| September | Thurs,Fri,Sat | 5,6,7 | San Martin | Permanent | |
| | Thurs,Fri,Sat | 5,6,7 | San Jose | Permanent | |
| | Thurs,Fri,Sat | 12,13,14 | San Jose | Permanent | |
| | Thurs,Fri | 19,20 | San Jose | Permanent | |
| | Saturday | 21 | Santa Clara | Temporary | Confirmed |
| | Thurs,Fri,Sat | 26,27,28 | San Jose | Permanent | |
| October | Thurs,Fri,Sat | 3,4,5 | San Martin | Permanent | |
| | Thurs,Fri,Sat | 3,4,5 | San Jose | Permanent | |
| | Thurs,Fri,Sat | 10,11 | San Jose | Permanent | |
| | Saturday | 12 | Sunnyvale | Temporary | Confirmed |
| | Thurs,Fri,Sat | 17,18,19 | San Jose | Permanent | |
| | Thurs,Fri,Sat | 24,25,26 | San Jose | Permanent | |
| | Thurs | 31 | San Jose | Permanent | |
| November | Fri, Sat | 1,2 | San Jose | Permanent | |
| | Thurs,Fri, Sat | 7,8,9 | San Martin | Permanent | |
| | Thurs | 7,8,9 | San Jose | Permanent | |
| | Thurs,Fri,Sat | 14,15,16 | San Jose | Permanent | |
| | Thurs,Fri,Sat | 21,22,23 | San Jose | Permanent | |
| | Thurs,Fri,Sat | 28,29,30 | No Event | No Event | THANKSGIVING |
| December | Fri, Sat | 5,6,7 | San Martin | Permanent | |
| | Thurs,Fri,Sat | 5,6,7 | San Jose | Permanent | |
| | Thurs,Fri,Sat | 12,13,14 | San Jose | Permanent | |
| | Thurs,Fri,Sat | 19,20,21 | San Jose | Permanent | |
| | Wed,Thurs | 25,26 | No Event | No Event | CHRISTMAS |
| | Fri,Sat | 27,28 | San Jose | Permanent | |

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

## ATTACHMENT C: HHW SCHEDULE OF PERMANENT & TEMPORARY COLLECTION EVENTS FOR FISCAL YEAR 2025-2027* (Continued)

| 2025/Month | Day | Date | Location | Type of Event | County Holidays/ Notes |
|---|---|---|---|---|---|
| January | Wed | 1 | No Event | No Event | NEW YEAR'S |
| | Thurs,Fri, Sat | 2,3,4 | San Martin | Permanent | |
| | Thurs,Fri,Sat | 2,3,4 | San Jose | Permanent | |
| | Thurs,Fri | 9,10 | San Jose | Permanent | |
| | Saturday | 11 | Sunnyvale | Temporary | TBD |
| | Thurs,Fri,Sat | 16,17,18 | San Jose | Permanent | |
| | Thurs,Fri | 23,24 | San Jose | Permanent | |
| | Saturday | 25 | Santa Clara | Temporary | TBD |
| | Thurs,Fri | 30,31 | San Jose | Permanent | |
| February | Sat | 1 | San Jose | Permanent | |
| | Thurs,Fri, Sat | 6,7,8 | San Martin | Permanent | |
| | Thurs,Fri,Sat | 6,7,8 | San Jose | Permanent | |
| | Thurs,Fri,Sat | 13,14,15 | San Jose | Permanent | |
| | Thurs,Fri,Sat | 20,21,22 | San Jose | Permanent | |
| | Thurs,Fri | 27,28 | San Jose | Permanent | |
| March | Sat | 1 | San Jose | Permanent | |
| | Thurs,Fri, Sat | 6,7,8 | San Martin | Permanent | |
| | Thurs,Fri,Sat | 6,7,8 | San Jose | Permanent | |
| | Thurs,Fri,Sat | 13,14,15 | San Jose | Permanent | |
| | Thurs,Fri,Sat | 20,21,22 | San Jose | Permanent | |
| | Thurs,Fri,Sat | 27,28,29 | San Jose | Permanent | |
| April | Thurs,Fri,Sat | 3,4,5 | San Jose | Permanent | |
| | Thurs,Fri, Sat | 3,4,5 | San Martin | Permanent | |
| | Thurs,Fri | 10,11 | San Jose | Permanent | |
| | Saturday | 12 | Los Altos | Temporary | TBD |
| | Thurs,Fri | 17,18 | San Jose | Permanent | |
| | Saturday | 19 | Sunnyvale | Temporary | TBD |
| | Thurs,Fri | 24,25 | San Jose | Permanent | |
| | Saturday | 26 | Santa Clara | Temporary | TBD |
| May | Thurs,Fri,Sat | 1,2,3 | San Jose | Permanent | |
| | Thurs,Fri, Sat | 1,2,3 | San Martin | Permanent | |
| | Thurs,Fri,Sat | 8,9,10 | San Jose | Permanent | |
| | Thurs,Fri,Sat | 15,16,17 | San Jose | Permanent | |
| | Thurs,Fri | 22,23 | San Jose | Permanent | |
| | Saturday | 24 | No Event | No Event | MEMORIAL DAY WEEKEND |
| | Thurs,Fri,Sat | 29,30,31 | San Jose | Permanent | |
| June | Thurs,Fri, Sat | 5,6,7 | San Martin | Permanent | |
| | Thurs,Fri,Sat | 5,6,7 | San Jose | Permanent | |
| | Thurs,Fri | 12,13 | San Jose | Permanent | |
| | Saturday | 14 | Milpitas | Temporary | TBD |
| | Thurs, Fri,Sat | 19,20,21 | San Jose | Permanent | |
| | Thurs,Fri,Sat | 26,27,28 | San Jose | Permanent | |

*SUBJECT TO CHANGE

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

**ATTACHMENT D:**

# COUNTY HOUSEHOLD HAZARDOUS WASTE EMERGENCY COLLECTION PLAN

## 1. PURPOSE

The purpose of the Household Hazardous Waste Emergency Collection Plan is to minimize potential public health and safety impacts, as well as to minimize costs and confusion during an emergency or disaster. This Attachment describes the services the County can provide and the responsibilities of each party for the collection of household hazardous wastes (HHW) in response to an emergency as defined by the local jurisdiction.

Jurisdictions should contact local emergency agencies, the Governor's Office of Emergency Services (OES), and California Department of Toxic Substances Control (DTSC) for more specific information on hazardous materials emergency response.

## 2. Timing of HHW

While it is important to have special collection opportunities for disaster-related HHW as soon as possible to avoid illegal disposal or harm to people and/or the environment, having an event or service too soon after a disaster may result in low participation. Sufficient public notification, assessment and monitoring of the disaster and cleanup process by the designated City HHW Coordinator(s) is essential.

## 3. Public Information/Notification:

Cities should be prepared to provide the public with information related to the problems associated with HHW along with information about special collection events and services. Upon the decision to hold an emergency collection event, it is the City's responsibility to prepare and deliver the necessary public outreach to notify the public of an upcoming event. A City's public outreach program should evaluate all forms of media including: newspaper ads, posters, flyers, press releases, banners, door-to-door notices, roadside signs, signs on dumpsters, radio public service announcements, social media outlets and television public access stations. Be aware of communities where multiple language outreach efforts will be necessary.

## 4. State HHW Collection Permits

DTSC is responsible for issuing the necessary state permits for HHW collection facilities. During an emergency, the County will obtain the necessary emergency permit for special collection of household hazardous waste from DTSC through their expedited approval process.

## 5. Collection Events

Temporary collection events can be set-up at various sites including parking lots, city maintenance yards, within neighborhoods needing service, and at landfills or a centralized

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

location to service larger segments of the population. Waste collected will be transported with a transportation vehicle provided by the HHW Program. In addition, events can be scheduled at the two existing Countywide Household Hazardous Waste Collection Facilities (CoHHWCF). The following options are available to each participating City.

- Neighborhood Drop-off Events: The County is able to provide localized service to specific areas in need of household hazardous waste collection services. The County will work with City Solid Waste Coordinators to conduct coordinated efforts to residents in the affected area. After a specific event, waste will be transported by County staff or a hazardous waste contractor to an appropriate facility.

- Mobile HHW Event: The County conducts Household Hazardous Waste Collection Event (Events) at various sites located in Santa Clara County throughout the year. Events will be expanded to give priority to disaster victims when requested by the City. The County shall obtain all necessary permits and licenses required for the events and shall provide and/or contract for the services of properly trained personnel and hazardous waste haulers. The County shall also provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at events.

- CoHHWCF: The County operates two permitted HHW collection facilities for the collection and storage of HHW. The County shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected at the CoHHWCF.

  The CoHHWCF are located at:

  ***San Martin, 13055 Murphy Ave, San Martin, CA 95046***
  ***San Jose, 1608 Las Plumas, San Jose, CA 95133***

**6. Costs, Documentation, and Reimbursements**

Cities will be billed on a cost recovery basis. Costs of emergency events will be tracked and billed separately. Emergency funding applications pending from the State or Federal government for reimbursements in no way relieves the City of responsibility to make timely payment to the County in accordance with the terms of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

The County agrees to provide the City with a detailed accounting of services provided for an emergency collection. Documentation will track the time and materials of staff, outside contractor expenses, and quantities and types of waste collected to demonstrate that the wastes were generated above and beyond existing collection programs.

Services to businesses will be provided on a cost recovery basis and according to Section 12 of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM, which includes program administration, on-site collection, transportation, and disposal costs. The County will assume responsibility for collecting fees from participating businesses.

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

### 7. State and Federal Assistance and Funds

It is the City's responsibility to pursue reimbursement from State or Federal agencies.

California Governor's Office of Emergency Services (Cal OES)

Cal OES is responsible for requesting assistan is declared a state disaster area, and the local jurisdiction deems that the needs of the disaster response are beyond ce on behalf of local jurisdictions for resources beyond the capability of the jurisdiction. State assistance may include assistance available from State, Federal, or private sources. If a local jurisdiction its capabilities, then the local jurisdiction can request assistance and reimbursement of costs from Cal OES.

Follow Standardized Emergency Management System (SEMS)
All requests and emergency responses must be in accordance with the SEMS. DTSC may have funding available for hazardous waste response and collection.

Federal Assistance
If a state disaster area is declared a federal disaster, then federal funding assistance may be available through the Cal OES. Funding and assistance may be available from Federal agencies such as FEMA and the USEPA.

Damage estimates: The city should provide to the Cal OES estimates of damages and a "scope of work requested." It is recommended that the local HHW coordinator meet ahead of time with local emergency agencies or Cal OES contacts regarding the proper procedures and wording of requests for assistance.

Funding Process: The funding process may vary depending on the unique circumstances of the disaster. The process can either be the traditional FEMA reimbursement process, or by direct assistance from USEPA.

## REFERENCES

California Integrated Waste Management Board, Integrated Waste Management Disaster Plan: Guidance for local government on disaster debris management, January 1997.

# Emergency Planning Contacts and Personnel

**Primary County Contact:** County of Santa Clara
Consumer and Environmental Protection Agency
Household Hazardous Waste Program
ATTN: Hazardous Materials Program Manager
(408)-918-1967

For Non-Emergency after-hours, contact County Communications at: (408) 977-3220

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

**Responsibility:** Coordinate and establish proper collection and disposal methods for household hazardous waste. Assess the need for HHW and VSQG services in consultation with the City and other operations.

**Cal OES Public Safety Communications Main Office**
601 Sequoia Pacific Boulevard
Sacramento, CA 95811
(916) 894-5209

**Cal OES**
3650 Schriever Avenue
Mather, CA 95655-4203
(916) 845-8510

**CHEMTREC** Emergency number, (800) 424-9300
Non-emergency (800) 262-8200

Chemtrec is a public service established by the Chemical Manufacturers Association. The Center was developed as a resource for obtaining immediate emergency response information to mitigate accidental chemical releases, and as a means for emergency responders to obtain technical assistance from chemical industry product safety specialists, emergency response coordinators, toxicologists, physicians, and other industry experts to safely mitigate incidents involving chemicals.

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

**ATTACHMENT E**

EXHIBIT E

INSURANCE REQUIREMENTS FOR
ENVIRONMENTAL SERVICES
CONTRACTS
(Hazardous Waste Disposal, Remediation Services, Environmental Consulting, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any third party claim, liability, loss, injury or damage to the extent arising out of, or in connection with, performance of this AGREEMENT by Contractor and/or its agents or employees, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this AGREEMENT to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this AGREEMENT and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this AGREEMENT, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this AGREEMENT, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the AGREEMENT until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74



C. Notice of Cancellation

Should any of the requested policies be cancelled before the expiration date, notice will be provided in accordance with policy provisions.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

   a. Each occurrence - $1,000,000

   b. General aggregate - $2,000,000

   c. Products/Completed Operations aggregate - $2,000,000

   d. Personal Injury - $1,000,000

2. General liability coverage shall include:

   a. Premises and Operations

   b. Products/Completed

   c. Personal Injury liability

   d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

   Additional Insured Endorsement, (Commercial General Liability Additional Insured provided pursuant to Additional Insured Endorsement #1), which shall read:

   > "County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds provided pursuant to Additional Insured Endorsement Form #1."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74



under this policy. Public Entities may also be added to the Additional Insured Endorsement Form #1 as applicable by way of insurance addendum, and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles. Coverage shall include Environmental Impairment Liability Endorsement MCS90 for contracts requiring the transportation of hazardous materials/wastes.

5. Workers' Compensation and Employer's Liability Insurance

   a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

   b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

6. Contractors Pollution Liability Insurance

Coverage shall provide a minimum of not less than five million dollars ($5,000,000) per occurrence and aggregate for bodily injury, personal injury, property damage and cleanup costs both on and offsite.

7. Professional Errors and Omissions Liability Insurance (required for contractors providing professional services, such as through a professional engineer, registered geologist, etc.)

   a. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim/aggregate.

   b. If coverage contains a deductible or self-retention, it shall be reviewed and approved by the County’s Insurance Manager prior to contract execution.

   c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this AGREEMENT.

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74



Exhibit E (Continued)

8. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

b. Policy allows for reporting of circumstances or incidents that might give rise to future claims. If coverage terminated Run-Off (Tail) coverage will be purchased for three (3) years following termination.

E. Special Provisions

The following provisions shall apply to this AGREEMENT:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this AGREEMENT, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this AGREEMENT may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this AGREEMENT. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this AGREEMENT be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages.

4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74



Exhibit E (Continued)

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this AGREEMENT, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this AGREEMENT, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this AGREEMENT, at the option of County.

DocuSign Envelope ID: ADF40C33-C091-4735-AAAF-E49285323A74

# City of Morgan Hill

# Contract Checklist

Contract # _____

Is FPPC Required (*completed by CA*)? NO

DocuSigned by:
Cynthia Hasson
BFE66AF9672C451...

Date: 06/06/2024

Project Name: AB 939 Countywide Agreement

Contractor's Name: County of Santa Clara

Project Manager: Tanya Carothers

Department: Public Services Dept. - Environmental Division

## STANDARD CITY/AGENCY FORM:

Is this a Standard City/Agency Form without any changes:

☐ ***YES*** ☑ ***NO***

**[If there are changes to the Standard City/Agency Form, describe in attached memo/ email]**

Are there funds for this request?

☑ ***YES*** ☐ ***NO***

Fund: NA - the program will be covered by HHW discretionary fees, and Implementation Funds through our Recology Contract if needed.

Project: _____

Account #: _____

## CONTRACTOR'S INSURANCE

*****To be completed before agreement is routed to Shadia Hrichi.**

*****Please fill in one of the section below:**

Insurance reviewed and approved on date of: _____

Insurance is not required per email dated: _____

Amendment - Insurance not needed: X

***NOTE: Amended contracts do not require additional/new insurance**

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Pam van der Leeden, GIS Manager
APPROVED BY: City Manager

## APPROVE GEOGRAPHIC INFORMATION SYSTEM (GIS) ENTERPRISE SOFTWARE AGREEMENT WITH ESRI

### RECOMMENDATION(S)
Authorize the City Manager to execute a three-year small government enterprise agreement with Esri for GIS software licensing for a total amount of $126,600.

### COUNCIL PRIORITIES, GOALS & STRATEGIES
**City Council Ongoing Priorities**
Enhancing Public Safety
Maintaining and Enhancing Infrastructure

**Guiding Documents**
GIS Strategic Plan

### REPORT NARRATIVE:
The purpose of this agreement is to purchase software licensing from Esri, the City's current GIS software vendor.

How the licensing is used:
The GIS (Geographic Information Systems) Division provides geographic mapping and spatial data analysis to departments and divisions Citywide. Staff are continuing to build out the GIS program by focusing on increasing access to GIS data and applications through business system integration, data development, and staff training, all of which are made possible through our current software licensing agreement.

Some examples of how City teammates are using Esri software to access GIS:

- Through the City's internal web map, CityMaps
- Through integration with City business applications. These include Cityworks (utility asset management), Community Development (TRAKiT) and eTRAKiT (permitting), BOSS 811 (underground utility locating), and POSM (sewer inspection/videos).
- Through desktop and web mapping software
- Through data in GIS enterprise databases
- Through a GeoHub application that will provide a public access GIS data

download portal (coming in FY 2025-26)

Proposed Agreement Specifics:
The vendor is Esri (Environmental Systems Research Institute, Inc.), maker of the GIS software (ArcGIS) currently in use at the City. ArcGIS software is the industry standard in the U.S. and Esri's position in the GIS software market can be compared to Microsoft's dominance in office software applications. Using the same GIS software as other cities, counties, and businesses is efficient and allows the City to easily use, share, and obtain data from outside sources and facilitates collaboration.

Since there is no reasonable alternative to this software, City staff requested a quote from Esri for a new small government agreement. The terms are similar to our existing three-year agreement with Esri which expires in July of 2025. The agreement is for cities of similar population size to Morgan Hill and is called a "Small Government Enterprise Agreement" that allows the City to purchase licensing from Esri for a discounted, flat-rate yearly fee. It covers unlimited licensing of key core Esri products. The agreement will be effective July 17, 2025 through July 16, 2028. The total cost of the agreement is $126,600 which is billed yearly at $42,200 per year. This is a 9% cost increase over our current agreement.

If the City were to purchase the licensing from Esri on an ad-hoc basis rather than through this agreement, the cost would be significantly greater. The agreement includes multiple products, including the ArcGIS Enterprise server license. The two server licenses alone would cost $99,000 for the first year and $24,750 for each subsequent year.

This is a standard Esri agreement that cannot be modified. The proposed agreement contains three components which are included as attachments:

1. Quotation- Esri uses this as the primary agreement
2. Small Enterprise Agreement- sets out the terms and contains the signature page
3. Master Agreement - referenced in the Small Enterprise Agreement, which sets out rights and restrictions of the desktop and web software

Staff recommends Council approve this three-year agreement with Esri to continue City access to necessary GIS software.

**COMMUNITY ENGAGEMENT:**
GIS licensing is an internal function that supports City services provided by all City departments and no specific engagement activities were conducted.

**ALTERNATIVE ACTIONS:**
The City Council could choose not to move forward with the proposed agreement and direct staff to purchase its GIS software from Esri on an ad-hoc basis, which would be significantly more expensive.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
On June 15, 2022, the City Council approved the current software licensing agreement with Esri.

**FISCAL AND RESOURCE IMPACT:**
The amount of $42,200 for the first year is included in the Adopted Budget for Fiscal Year 25-26, therefore no additional appropriations are required at this time. Funding for the subsequent two years will be requested in the GIS division's proposed budget for the next biennial budget.

**CEQA (California Environmental Quality Act):**
Not a Project
Since the resulting activity is software licensing that will not result in a change to the physical environment, this action is not a project under the California Environmental Quality Act.

# Quotation # Q-530986

**Date:** April 17, 2025

**Environmental Systems Research Institute, Inc.**
**380 New York St**
**Redlands, CA 92373-8100**
**Phone: (909) 793-2853**
**DUNS Number: 06-313-4175 CAGE Code: 0AMS3**

**Customer # 391960** **Contract #**

City of Morgan Hill
GIS Dept
17575 Peak Ave
Morgan Hill, CA 95037-4128

ATTENTION: Pam van der Leeden
PHONE: (669) 253-4330
EMAIL: pam.vanderleeden@morganhill.ca.gov

***To expedite your order, please attach a copy of this quotation to your purchase order.***
***Quote is valid from: 2/18/2025 To: 5/19/2025***

| Material | Qty | Term | Unit Price | Total |
|---|---|---|---|---|
| 193205 | 1 | Year 1 | $42,200.00 | $42,200.00 |
| Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription | | | | |
| 193205 | 1 | Year 2 | $42,200.00 | $42,200.00 |
| Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription | | | | |
| 193205 | 1 | Year 3 | $42,200.00 | $42,200.00 |
| Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription | | | | |

| | |
|---|---|
| Subtotal: | $126,600.00 |
| Sales Tax: | $0.00 |
| Estimated Shipping and Handling (2 Day Delivery): | $0.00 |
| Contract Price Adjust: | $0.00 |
| Total: | $126,600.00 |

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

| For questions contact: | Email: | Phone: |
|---|---|---|
| Michael Arias | marias@esri.com | (909) 793-2853 |

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

# Quotation # Q-530986

**Date:** April 17, 2025

**Environmental Systems Research Institute, Inc.**
**380 New York St**
**Redlands, CA 92373-8100**
**Phone: (909) 793-2853**
**DUNS Number: 06-313-4175 CAGE Code: 0AMS3**

**Customer # 391960** **Contract #**

City of Morgan Hill
GIS Dept
17575 Peak Ave
Morgan Hill, CA 95037-4128

ATTENTION: Pam van der Leeden
PHONE: (669) 253-4330
EMAIL: pam.vanderleeden@morganhill.ca.gov

***To expedite your order, please attach a copy of this quotation to your purchase order.***
***Quote is valid from: 2/18/2025 To: 5/19/2025***

---

**If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.**

**If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.**

**In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.**

**BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.**

**Please check one of the following:**

**___ I agree to pay any applicable sales tax.**

**___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.**

_____ _____
**Signature of Authorized Representative** **Date**

_____
**Name (Please Print)**

_____
**Title**

---

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

| **For questions contact:** | **Email:** | **Phone:** |
|---|---|---|
| Michael Arias | marias@esri.com | (909) 793-2853 |

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

**Esri Use Only:**
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

# SMALL ENTERPRISE AGREEMENT
# COUNTY AND MUNICIPALITY GOVERNMENT
# (E214-2)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

## Table A
## List of Products

**Uncapped Quantities (annual subscription)**

| | |
|---|---|
| **ArcGIS Enterprise Software and Extensions**<br>ArcGIS Enterprise (Advanced and Standard)<br>ArcGIS Monitor<br>ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer | **ArcGIS Enterprise Additional Capability Servers**<br>ArcGIS Image Server<br><br>**ArcGIS Online User Types**<br>ArcGIS Online Viewer User Type<br><br>**ArcGIS Enterprise User Types**<br>ArcGIS Enterprise Viewer User Type |

**Capped Quantities (annual subscription)**

| **ArcGIS Online User Types** | | **ArcGIS Enterprise User Types** | |
|---|---|---|---|
| ArcGIS Online Contributor User Type | 10 | ArcGIS Enterprise Contributor User Type | 10 |
| ArcGIS Online Mobile Worker User Type | 35 | ArcGIS Enterprise Mobile Worker User Type | 35 |
| ArcGIS Online Creator User Type | 35 | ArcGIS Enterprise Creator User Type | 35 |
| ArcGIS Online Professional User Type | 10 | ArcGIS Enterprise Professional User Type | 10 |
| ArcGIS Online Professional Plus User Type | 10 | ArcGIS Enterprise Professional Plus User Type | 10 |
| **ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type** | | **ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type** | |
| ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst | 10 each | ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst | 10 each |
| **ArcGIS Online Apps and Other** | | **ArcGIS Enterprise Apps and Other** | |
| ArcGIS Location Sharing for ArcGIS Online | 10 | ArcGIS Location Sharing for ArcGIS Enterprise | 10 |
| ArcGIS Online Service Credits | 25,000 | ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise | 10 |

**Other Benefits**

| | |
|---|---|
| Number of Esri User Conference registrations provided annually | 3 |
| Number of Tier 1 Help Desk individuals authorized to call Esri | 3 |
| Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement | |

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

## CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

## 1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—Additional Grant of License

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—Term, Termination, and Expiration

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—Product Updates

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—Administrative Requirements

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—Ordering, Administrative Procedures, Delivery, and Deployment

**8.1 Orders, Delivery, and Deployment**

**a.** Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

**b.** Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

**c.** Esri's federal ID number is 95-2775-732.

**d.** If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

**a.** All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

**b.** The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

## 9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

**9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

**9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

**9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

# Master Agreement
# Products and Services

**Revised February 14, 2025**
**IMPORTANT—READ CAREFULLY**

**Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Esri Offerings and Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of these Esri Offerings and Services. Please read the terms and conditions carefully. You may not use the Esri Offerings unless you agree to the terms and conditions of the Agreement. Your access and use of Esri Offerings, or Services, constitutes your acceptance of the terms and conditions of this Agreement. If you do not agree, contact your local sales representative prior to making your purchase.**

This Master Agreement ("**Agreement**") is between you (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

## 1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

**1.1 Grant of Rights.** In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

a. Provides Services as set forth in this Agreement;
b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

   "Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials*.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

**1.2 Consultant or Contractor Access.** Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

**1.3 Reservation of Rights.** All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

**1.4 Customer Content.** Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

## 2.0 SOFTWARE AND ONLINE SERVICES

### 2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.
b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with Online Services, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
c. **"Commercial App Deployment License"** means a license to distribute Value-Added Applications to third parties for a fee.
d. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
e. **"Deployment License"** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
f. **"Deployment Server License"** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
g. **"Development Server License"** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
h. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
i. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
j. **"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
k. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
l. **"Named User License"** means the right for a single Named User to use a specific Esri Offering.
m. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
n. **"Redistribution License"** means a license to reproduce and distribute Software provided that

    1. Customer reproduces and distributes the Software in its entirety;
    2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
    3. Customer reproduces all copyright and trademark attributions and notices; and
    4. Customer does not charge a fee to others for the use of the Software.

o. **"Server License"** means a license to install and use Software on any computer being used as a server. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
p. **"Sharing Tools"** means publishing capabilities included with Customer's authorized use of Online Services or ArcGIS Enterprise that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
q. **"Single Use License"** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.

r. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

**2.2 License and Subscription Types.** Esri provides Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

**2.3 Software Terms of Use.**

a. Customer may

1. Install, access, or store Software and Data on electronic storage device(s);
2. Make archival copies and routine computer backups;
3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use;
4. Move Software in the licensed configuration to a replacement computer;
5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.

b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
d. Esri publishes Product-Specific Terms of Use at https://www.esri.com/legal/scope-of-use.

**2.4 Online Services Terms of Use.**

a. **Online Services Descriptions.** Esri publishes Product-Specific Terms of Use at https://www.esri.com/legal/scope-of-use. Use of Online Services is also subject to the Cloud Services terms found in Attachment B.
b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and when applicable, Esri will issue a prorated refund.
c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer's use of Sharing Tools is at Customer's sole risk.

**2.5 Named User Licenses.** Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. **Named Users.**

1. Named User login credentials are for designated users only and may not be shared with other individuals.

2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

b. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services or Content, that has been published for shared access through the use of Sharing Tools.

**2.6 Value-Added Applications.**

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services or Content, that has been published for shared access by Anonymous Users through the use of Sharing Tools.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.

**2.7 Limited-Use Programs.**

a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
b. **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

**3.0 DATA**

**3.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.

b. **“Esri Content Package(s)”** means a digital file containing Online Services basemap Data extracted from the Online Services.
c. **“Street Data”** means Data that includes or depicts information about roads, streets, and related features.

**3.2 Permitted Uses.**

a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
b. Subject to the restrictions set forth in this Agreement and provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation, Customer may:

    1. Create representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups); and
    2. Use and include such representations of Data in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties.

c. Customer may take Online Services basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer’s public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer’s business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

**3.3 Use Restrictions.**

a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
d. *Street Data.* Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for

    1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
    2. Synchronized multivehicle routing; or
    3. Synchronized route optimization.

e. *Business Analyst Data.* Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
f. *Partial Dataset Licenses:* If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
g. *Michael Bauer Research International Boundaries Data (“MBR Data”)*. Customer’s right to use data downloaded to Customer’s premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

**3.4 Supplemental Terms and Conditions for Data.** Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

**4.0 MAINTENANCE**

**4.1 US Customers.** Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

**4.2 Customers outside the United States.** Customer may obtain maintenance services from their local Esri authorized distributor under the authorized distributor's own standard support policy and in accordance with the Esri Product Life Cycle Support Policy.

**5.0 PROFESSIONAL SERVICES**

**5.1 Definition.** The following definition supplement the definitions provided in Attachment A:

a. **"Professional Service Package(s)"** means a predefined unit of Professional Services, provided at a firm fixed price.

**5.2 Permitted Uses.** Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

**5.3 Task Orders and Project Schedule.**

a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

**5.4 Ownership of Deliverables.** Esri or its licensors own and retain ownership of Deliverables.

**5.5 Acceptance.**

a. **For Firm Fixed Price Task Orders.** Unless otherwise agreed to in the applicable Task Order, Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:

    1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
    2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
    3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order are consulting hours only will not be subject to acceptance testing.

**5.6 Warranty for Deliverables.** Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of Attachment B.

**5.7 Changes.** The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

**5.8 Customer Termination for Convenience.** Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

**5.9 Payment; Invoices.**

a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.
c. **For Time and Materials Task Orders.**

    1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government Defense Travel website at https://www.defensetravel.dod.mil/site/perdiemCalc.cfm. Esri may escalate hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.
    2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

**5.10 System and Data Access.** Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

## 6.0 ESRI MANAGED CLOUD SERVICES

**6.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

**6.2 Provision of Esri Managed Cloud Services.**

a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

## 7.0 TRAINING

**7.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
b. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer's Learning Management System.
c. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will

include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.

e. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
f. **"Esri Training Representative"** means Customer's primary Esri liaison in organizing private Esri Training Events.
g. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
h. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
j. **"Learning Management System"** or **"LMS"** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer's internal employees.

**7.2 Permitted and Prohibited Uses.**

a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
b. Customer may reproduce copies of Training Materials for registered Students.
c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
e. Customer will retain ownership of any Customer-Supplied Training Data.

**7.3 Esri's Responsibilities.**

Esri will

a. Provide an instructor qualified to conduct Training;
b. Provide all necessary Training Materials for Student; and
c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

**7.4 Customer's Responsibilities.**

Customer will

a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with

the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;

e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
h. If the Esri Mobile Lab or Mobile Router is used, Customer will

    1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
    2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
    3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

**7.5 Student Registration and Training Event Change Policy.**

a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
b. A replacement Student must be from the same Customer organization as the Student being replaced.
c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

**7.6 Invoicing; Prepaid Fees.**

a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
c. Training Pass policies and redemption rates are described at https://www.esri.com/training/training-for-organizations/.

This section 7.6 does not apply to Training provided under the Advantage Program.

**7.7 Availability and General Provision of Wireless Service.**

a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

**7.8 Esri E-Learning in the Customer's Learning Management System.**

a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf
b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf

## 8.0 ADVANTAGE PROGRAM

**8.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
e. **"Premium Support Services"** or **"PSS"** means a prioritized incident management and technical support program further described at https://support.esri.com/en/support/premium.
f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

**8.2 Advantage Program Description.** The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

**8.3 Authorized Contact Information.** Customer identifies the following person as its initial Authorized Contact.

**(to be completed by Customer):**

Contact Name: _____
Address: _____
City, State, ZIP: _____
_____
Email: _____
Telephone: _____
Fax: _____

**8.4 Current on Maintenance.** Customer must remain current on standard Software Maintenance during the Advantage Program term.

**8.5 Authorization of Learning and Services Credits Use.** Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

**8.6 Activity Descriptions for Esri Managed Cloud Services.** The Activity Description for Esri Managed Cloud Services orders must include the following:

a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

**8.7 Travel and Per Diem Expenses.** Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and meal per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at https://www.defensetravel.dod.mil/site/perdiemCalc.cfm. Customer will use Learning and Services Credits for travel and per diem expenses.

**8.8 Notification of Consumed Credits.** Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

**8.9 Review of Proposed Activities.** Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

**8.10 Invoicing.**

a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

**8.11 Termination and Expiration.** Upon termination or expiration of an Advantage Program subscription:

a. Services will end as of the expiration or termination date stated; and
b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

## ATTACHMENT A
## GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

**"Affiliate"** means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

**"API"** means application programming interface.

**"ArcGIS Website"** means www.arcgis.com and any related or successor websites.

**"Authorization Code(s)"** means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

**"Beta"** means any alpha, beta, or other prerelease version of a Product.

**"Cloud Services"** means Online Services and Esri Managed Cloud Services.

**"Content"** means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

**"Control"** means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

**"Customer Content"** means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

**"Data"** means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

**"Deliverables"** means anything that Esri delivers to Customer as a result of performance of Professional Services.

**"Documentation"** means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

**"Esri Managed Cloud Services"** means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

**"Esri Offering(s)"** means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

**"GIS"** means geographic information system.

**"Maintenance"** means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

**“Malicious Code”** means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

**“Online Services”** means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

**“Ordering Document(s)”** means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

**“Perpetual License”** means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

**“Product(s)”** means Software, Data, and Online Services.

**“Professional Services”** means any development or consulting services that Esri provides to Customer.

**“Sample(s)”** means sample code, sample applications, add-ons, or sample extensions of Products.

**“Service(s)”** means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

**“Software”** means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

**“Specification(s)”** means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri’s published course descriptions for Training.

**“Subscription”** means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

**“Task Order(s)”** means an Ordering Document for Services.

**“Term License”** means a license for use of an Esri Offering for a limited time period (“**Term**”).

**“Third-Party Content”** means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri’s website.

**“Training”** means (i) Product training or (ii) related training that Esri provides under this Agreement.

**“Training Materials”** means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

**“Value-Added Application(s)”** means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

## ATTACHMENT B
## GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

### ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or Dynamic Link Libraries;
c. Distribute Authorization Codes to third parties;
d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
h. Unbundle or independently use individual or component parts of Esri Offerings;
i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example

    1. Disclosed in source code form to third parties;
    2. Licensed to third parties for the purpose of making derivative works; or
    3. Redistributable to third parties at no charge; or

l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

### ARTICLE B.2—TERM AND TERMINATION

**B.2.1** Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

**B.2.2** If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

**B.2.3** Upon any termination or expiration of a license or subscription, Customer will

a. Stop accessing and using the terminated or expired Esri Offerings;
b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

**ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS**

**B.3.1 Limited Warranties.** Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

**B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.**

**B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.**

**B.3.4 Disclaimers.**

**a. Internet Disclaimer. Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.**
**b. Third-Party Websites; Third-Party Content. Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com, developers.arcgis.com, livingatlas.arcgis.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.**
**c. Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer. As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities at its option and such AI/ML capabilities are delivered "as is" and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom**

**AI/ML models to meet Customer's unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer's own risk.**

**B.3.5 Exclusive Remedy.** Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

**ARTICLE B.4—LIMITATION OF LIABILITY**

**B.4.1 Disclaimer of Liability.**

**(a) Neither Customer, Esri, nor any Esri authorized distributor or third-party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; or costs of procurement of substitute goods or services.**
**(b) Neither Customer, Esri nor any Esri authorized distributor or third-party licensor will be liable for any direct damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri during the twelve (12) month period prior to the date upon which the related claim arose.**

**B.4.2** The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement.

**B.4.3 Applicability of Disclaimers and Limitations.** Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

**B.4.4** The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

**ARTICLE B.5—INDEMNIFICATIONS**

**B.5.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

a. **"Claim"** means any claim, action, or demand by a third party.
b. **"Indemnitees"** means Customer and its directors, officers, and employees.
c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

**B.5.2 Infringement Indemnity.**

a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, subscriptions, and Maintenance.

c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

**B.5.3 General Indemnity.** Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

**B.5.4 Conditions for Indemnification.** As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

**B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.**

**ARTICLE B.6—INSURANCE**

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

a. Comprehensive general liability or commercial general liability with a minimum coverage of $1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:

    1. Premises and operations;
    2. Blanket contractual liability;
    3. Broad form property damage;
    4. Independent contractors;
    5. Personal injury, with employee exclusion deleted; and
    6. Completed operations.

b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

**ARTICLE B.7—SECURITY AND COMPLIANCE**

**B.7.1 Security.** Esri publishes its security capabilities at https://trust.arcgis.com. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

**B.7.2 Malicious Code.** Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

**B.7.3 Export Compliance.** Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport,

transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, Syria, North Korea, Cuba, Russia, Belarus, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR or (iii) is subject to the EAR where the cloud host is on the US government's Specially Designated Nationals List, Denied Entity List, Unverified List or Denied Parties List or any other US government restricted list. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

**B.7.4 Privacy.** Esri will process personal data according to the terms of the Data Processing Addendum available at https://www.esri.com/en-us/privacy/overview.

**ARTICLE B.8—CLOUD SERVICES**

**B.8.1 Prohibited Uses.** Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

a. Creates or transmits spam, spoofings, or phishing email or offensive, hate-related or defamatory material; or stalks or makes threats of physical harm;
b. Stores or transmits any Malicious Code;
c. Violates any law or regulation;
d. Infringes or misappropriates the rights of any third party;
e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
f. Benchmarks the availability, performance, or functionality of Cloud Services.

**B.8.2 Service Interruption.** System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

**B.8.3 Customer Content.**

a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
d. When Customer's use of Cloud Services ends, Esri will either

    1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
    2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

**B.8.4 Removal of Customer Content.** Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

**B.8.5 Service Suspension.** Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

**B.8.6 Notice to Esri.** Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

**ARTICLE B.9—GENERAL PROVISIONS**

**B.9.1 Payment.** Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

**B.9.2 Feedback.** Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

**B.9.3 Patents.** Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

**B.9.4 Reserved.**

**B.9.5 Taxes and Fees; Shipping Charges.** Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

**B.9.6 Compliance Review.** Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

**B.9.7 No Implied Waivers.** The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

**B.9.8 Severability.** If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

**B.9.9 Successor and Assigns.** Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's authorized distributors are not Affiliates of Esri.

**B.9.10 Survival of Terms.** The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

**B.9.11 US Government Customer.** The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected.

**B.9.12 Governing Law.** This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

**B.9.13 Dispute Resolution.** The parties will use the following dispute resolution processes:

a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

**B.9.14 Force Majeure.** A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may

include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

**B.9.15 Independent Contractor.** Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

**B.9.16 Notice.** Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

**ATTACHMENT C**
**SAMPLE TASK ORDER**
Esri Agreement No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. (**"Esri"**), and _____ (**"Customer"**), _____ ("Customer Address"), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: [*As applicable, specifically identify and describe Deliverables including custom code, map data, technical data (including technical assistance), and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data) and place of delivery and location where technical assistance will be provided.]*

   In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:

3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):

4. Customer Address for the Receipt of Esri Invoices:

5. Delivery Schedule or Start/End Date(s) for Each Deliverable:

6. Special Considerations:

7. Esri Project Manager: [*insert name, telephone, and email address*]
   Esri Contract Specialist: [*insert name, telephone, and email address*]
   Customer Project Manager: [*insert name, telephone, and email address*]
   Customer Contract Contact: [*insert name, telephone, and email address*]
   Customer Accounts Payable Contact: [*insert name, telephone, and email address*]

ACCEPTED AND AGREED:

| | |
|---|---|
| [sample only—do not sign] _____<br>(Customer) | ENVIRONMENTAL SYSTEMS<br>RESEARCH INSTITUTE, INC.<br>(Esri) |
| Signature: *[sample only—do not sign]* _____ | Signature: *[sample only—do not sign]* _____ |
| Printed Name: _____ | Printed Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Tiffany Brown, Senior Planner
APPROVED BY: City Manager

## APPROVE OBJECTIVE DEVELOPMENT STANDARD WAIVER REQUEST FOR THE DIANA - VALLEY OAK RESIDENTIAL PROJECT

### RECOMMENDATION(S)
Adopt a resolution approving the request for one waiver to the City's objective Residential Development Design and Development Standards for residential development.

### COUNCIL PRIORITIES, GOALS & STRATEGIES
**City Council Ongoing Priorities**
Maintaining and Enhancing Infrastructure
Preserving and Cultivating Public Trust
Advocating for Local, Regional, and State Legislative Initiatives

**2024-2025 Strategic Priorities**
Affordable Housing and Homelessness

**Guiding Documents**
Morgan Hill 2035 General Plan

### REPORT NARRATIVE:
**REPORT NARRATIVE:**
Diana Valley Oak Partners (Diana - Valley Oak) applied for a Subdivision Map and Design Permit with environmental review for the development of 93 attached residential units on an approximate 5-acre parcel located on the northeast corner of Butterfield Boulevard and Diana Avenue at 375 Diana Avenue (APNs: 726-12-001 and 004). The units are dispersed between 16 townhome style buildings and include two neighborhood parks with common open space (19 du/acre). The General Plan and Zoning for the site is Residential Attached Medium and allows between 16 and 24 dwelling units to the acre.

The project will provide 14 below market rate units (15% of the project) to be restricted for-sale to qualified moderate-income buyers, allowing the project to be eligible for Density Bonus under California Density Bonus Law (DBL) pursuant to Government Code Section 65915[b] and Section 65915[f]. Projects that meet the eligibility requirements of DBL are allowed to request concessions (incentives) and unlimited

waivers (reductions) from development standards that could limit the project's ability to achieve the allowed density. While the project is not choosing to increase the project density allowed, the project is still eligible to receive waivers and concessions.

**PROJECT OVERVIEW AND COMPLIANCE:**
The project is considered an infill development that is in conformance with the Zoning and General Plan land use designation (Site Plans (PDF)). The site is bound to the west by the engineered channel that runs along Butterfield Boulevard. The project was reviewed for compliance with the Residential Development Design and Development Standards for Residential Projects and is in compliance with all standards except number 51. Stream Channel and Riparian Setbacks: If the project is located adjacent to a Category 2 Stream as verified by a biologist, the project must be set back 35-feet from the top of bank. The project as designed proposes a 21-foot setback from the top of bank.

While the waterway is an engineered channel and not a natural stream, the waterway meets the Santa Clara Valley Habitat Plan criteria for a Category 2 Stream as the drainage contains a defined bed and bank and specific topographic position and artificial hydrological connection to a downstream source. The Santa Clara Valley Habitat Agency has a process where an exception to the 35-foot setback can be made. The exception request was reviewed by the Santa Clara Valley Habitat Agency and supported (Attachment 1).

**WAIVER REQUEST:**
While the process for the exception to the stream setback has been satisfied by the Santa Clara Valley Habitat Agency, the process for the waiver to the City's Residential Development Design and Development Standards needs to be completed. The request is for a waiver to standard 51. Stream Channel and Riparian Setbacks to reduce the setback from 35-feet to 21-feet.

Under Government Code 65915(e)(1), the city shall grant the waiver or incentive requested by the applicant unless the city, county, or city and county makes a written finding, based upon substantial evidence, of the following:
1. The waiver would have a specific adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. A specific adverse impact is defined as a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
2. The waiver would have an adverse impact on any real property that is listed in the California Register of Historical Resources.
3. The waiver would be contrary to state or federal law.

Staff is unable to make any of these findings for the waiver request. Therefore, staff recommends approval of the waiver requested by the applicant.

**COMMUNITY ENGAGEMENT:**

The project has a project page on the City's website and the site has been posted with a sign describing the new development and where people can get more information. The project will have a Planning Commission review and public hearing for the Subdivision Map and Design Permit. When the project is ready for hearing, the project will be publicly noticed by mail to property owners within 300-feet of the project site and a newspaper legal ad will be posted in the paper.

**ALTERNATIVE ACTIONS:**
City Council may find the project request to not be consistent with Government Code Section 65915(e)(1).

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
None.

**FISCAL AND RESOURCE IMPACT:**
Review costs for this project are paid for through development application processing fees.

**CEQA (California Environmental Quality Act):**
An environmental analysis will be conducted during the entitlement process (subdivision map and design permit) of the project in compliance with the CEQA and brought to the Planning Commission as part of the project review.

# Santa Clara Valley Habitat Plan
# CONDITION 11 EXCEPTION REQUEST

| | |
|---|---|
| **Date** | **February 26, 2025** |
| **Subject** | Stream and Riparian Setback Condition (Condition 11) Exception for375 Diana Ave MH Housing Project |
| **Recommendation** | Approve exception to reduce setback to no less than 21 feet from top of bank of unnamed Category 2 Stream channel |
| **Reviewed by** | Don Arnold, Planner |

Diana MH Homes, LLC is requesting an exception from Condition 11, Stream and Riparian Setback for their project titled 375 Diana Ave Housing Project located in Morgan Hill, CA.

This condition applies to all covered activities that may impact streams. This includes all development inside the urban service area where a stream or the stream setback overlaps any portion of the parcel on which a covered activity is being implemented. Condition 11 Exception Criteria

For all proposed exceptions to the stream setbacks (inside or outside the urban service area), exceptions will be considered based on the following factors:

1. The existence of legal uses within the setback.
2. The extent to which meeting the required setback would result in a demonstrable hardship (i.e., denies an owner any economically viable use of his land or adversely affects recognized real property interests) for the applicant.
3. The extent to which meeting the required setback would require deviation from, exceptions to, or variances from other established policies, ordinances or standards regarding grading, access, water supply, wastewater treatment, disposal systems, geologic hazards, zoning, or other established code standards.

4. The stream setback exception does not preclude achieving the biological goals and objectives of the Habitat Plan or conflict with other applicable requirements of the Habitat Plan and local policies.

Other considerations may be made based on:

- the implications of a reduced setback on the riparian system and covered species, progress toward the biological goals and objectives of the Plan, and potential effects on adjacent properties; and
- if the exception would allow the project to avoid and minimize impacts on covered species and natural land cover types to the maximum extent practicable.

# Exception Applicability and Evaluation

The proposed project is an urban infill housing project located in Morgan Hill, CA. The Category 2 stream channel that is requiring the stream setback exception (SSE) is an engineered stormwater conveyance facility with development encroaching to within 21 feet of top of bank both upstream and downstream of the project. The project proponent is requesting a SSE to the minimum of 35 feet for all Category 2 streams, to no less than 21 feet from top bank.

There are existing uses in the setback currently both upstream and downstream of the project and on the project site. There are housing developments and perimeter fencing on or adjacent to the project site within the 35-foot setback, currently. The area has also been mowed frequently.

Even though there are multiple projects that could make this land economically viable, not allowing the exception could adversely affect recognized real property interests.

The project proponent has chosen a housing project that can benefit from higher densities and more affordable units. Allowing the setback exception allows the project to meet housing density goals for Morgan Hill.

Allowing this SSE will not interfere with the biological goals and objectives of the Plan.

# Determination

Based on the justification provided by the project proponent and, in consultation with USFWS and CDFW, the Santa Clara Valley Habitat Agency recommends approval of a reduced stream setback to no less than 21 feet from the unnamed Category 2 stream channel. Please consider using native plants during any revegetation or planting areas, especially within the setback area.

Figure 1. Vicinity Map

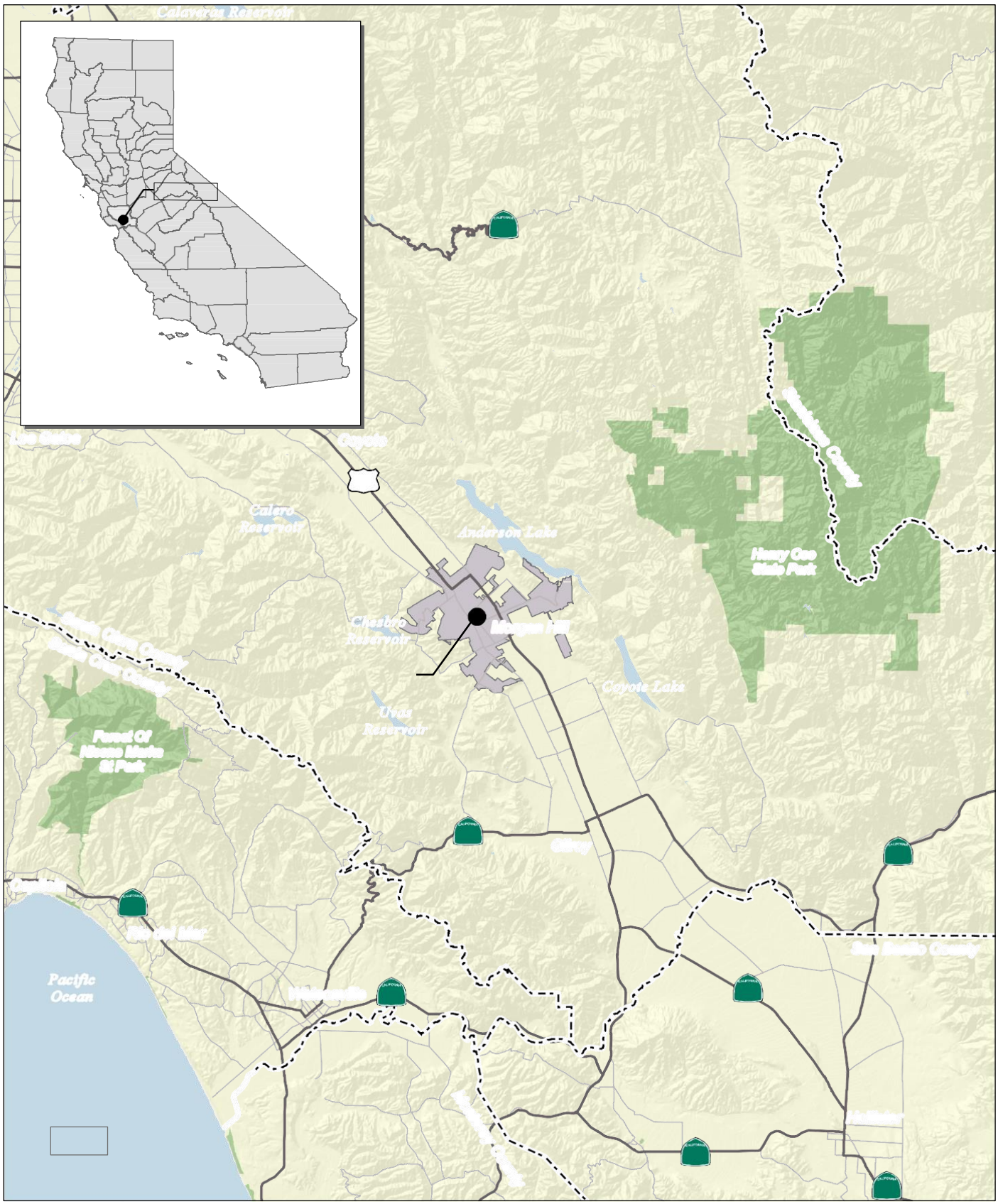
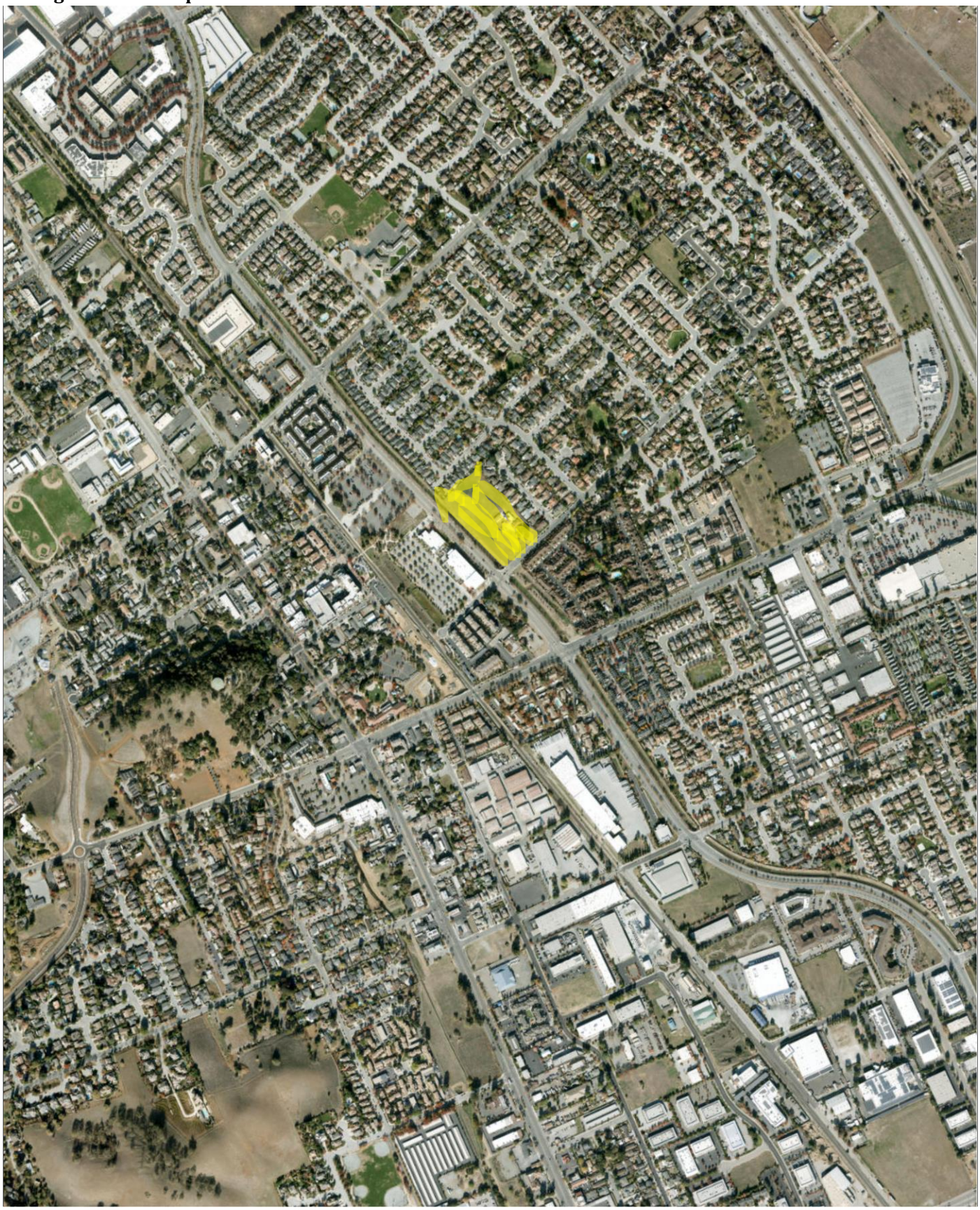


**Figure 2. Site Map**



**RESOLUTION NO. 25-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING ONE DEVELOPMENT STANDARD WAIVER FOR THE DIANA-VALLEY OAK RESIDENTIAL PROJECT CONTAINING 15% PERCENT AFFORDABLE UNITS LOCATED ON NORTHEAST CORNER OF BUTTERFIELD BOULEVARD AND DIANA AVENUE AT 375 DIANA AVENUE (APNs 726-12-001 AND 004)**

**WHEREAS,** Valley Oak Partners submitted an application for Diana – Valley Oak (Project) a multi-family attached residential development project consisting of ninety-three dwelling units.

**WHEREAS,** Valley Oak Partners has requested one waiver for the housing development.

**WHEREAS,** the Project is a market rate housing development that includes 15 percent below market rate units to be restricted for-sale to qualified buyers with moderate incomes (14 units).

**WHEREAS,** pursuant to Government Code Section 65915(d)(2)(B), at least 15 percent of the total units will be available to persons and families of moderate income in a common interest development and therefore, is allowed one concession and unlimited waivers.

**WHEREAS,** the city shall grant the waiver requested by the applicant unless the city makes a written finding as required by Government Code Section 65915(e)(l), based upon substantial evidence, of any of the following:

The waiver or reduction of the development standard would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. The waiver or reduced development standards would have an adverse impact on any real property that is listed in the California Register of Historical Resources, or the waiver or reduction would be contrary to state or federal law.

**WHEREAS,** the city shall grant the waiver requested by the applicant to allow for a reduction to the stream and riparian setback.

**WHEREAS,** the proposed project will provide a public benefit of a minimum of 15 percent of affordable units, for persons and families of moderate income, incorporated within the Diana – Valley Oak project located on the northeast corner of Butterfield Boulevard and Diana Avenue at 375 Diana Avenue and identified by Assessor's Parcel Numbers 726-12-001 and 726-12-004.

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

**Section 1.** The City Council does hereby find that the foregoing recitals are true and correct.

**Section 2.** The project is consistent with the Zoning Ordinance and General Plan.

**Section 3.** The project is eligible for the proposed waiver per the Municipal Code Section 18.48.050 within the Municipal Code.

**Section 4.** The City Council of the City of Morgan Hill hereby approves the waiver request for the Diana – Valley Oak project.

**Section 5.** This resolution shall take effect immediately upon adoption.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Morgan Hill at a regular meeting held on the 21st day of May 2025 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-xx, adopted by the City Council at a regular meeting held on May 21, 2025.

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

**DATE:** _____

**MICHELLE BIGELOW, City Clerk**

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Joey Dinh, Associate Planner
APPROVED BY: City Manager

## APPROVE SANTA CLARA VALLEY HABITAT AGENCY (SCVHA) HABITAT PLAN AMENDMENT AND AUTHORIZE GOVERNING BOARD TO APPROVE FINAL AMENDMENT

### RECOMMENDATION(S)

1. Receive information on proposed amendments to the Santa Clara Valley Habitat Plan;
2. Authorize the Santa Clara Valley Habitat Agency to proceed with the Habitat Plan amendment; and
3. Authorize the Santa Clara Valley Habitat Agency Governing Board to approve the final Habitat Plan amendment.

### COUNCIL PRIORITIES, GOALS & STRATEGIES

**City Council Ongoing Priorities**
Protecting the Environment and Preserving Open Space and Agricultural Land
Advocating for Local, Regional, and State Legislative Initiatives

**Guiding Documents**
Morgan Hill 2035 General Plan

### REPORT NARRATIVE:

**BACKGROUND**:

A Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) is required when a project could harm federally or state-listed endangered species. It streamlines environmental permitting by offering a regional approach to mitigation, instead of evaluating each project individually. In 2001, several major transportation projects in Santa Clara County triggered the need for a HCP/NCCP. To address this efficiently, four public agencies, VTA, County of Santa Clara, City of San Jose, and Valley Water, agreed to create a single, large-scale plan. In 2005, the cities of Gilroy and Morgan Hill joined, and together the six agencies signed a Planning Agreement with state and federal wildlife agencies. The Santa Clara Valley Habitat Plan (SCVHP) was approved in 2013. A Joint Powers Authority (the Santa Clara Valley Habitat Agency) was formed to manage and implement the Plan. The Plan satisfies Federal

(HCP under Endangered Species Act) and State (NCCP under California Endangered Species Act) requirements by protecting species and natural habitats, while supporting development through a clear, consistent, and efficient permitting process.

**PLAN IMPLEMENTATION**:
The SCVHP enables development while protecting endangered species through shared programmatic *take* permits held by local agencies. These permits allow for limited habitat impacts if they are offset by land conservation and restoration elsewhere, similar to managing a conservation "bank account." Since launching in 2013, the Plan has been a success: over 410 projects have received automatic take allowance without delays, about 2,700 acres have been impacted, and more than 15,000 acres have been permanently protected, all within a time frame that is approximately 40% ahead of schedule, making the Plan one of the most successful regional conservation efforts in California.

**PROPOSED MAJOR AMENDMENT**:

The Santa Clara Valley Habitat Plan has been highly successful in meeting its early conservation goals, especially in land acquisition and habitat restoration. Some species and habitat types covered under the Plan are approaching their permitted "take" limits, particularly the burrowing owl and San Joaquin kit fox. This means that impacts from development are nearing the maximum allowed without further amendments. At the same time, new species are emerging as priorities for protection due to range expansion or changing conservation status. Several species not originally included in the Plan have since been proposed for state or federal listing under the California or Federal Endangered Species Acts (CESA or FESA). If these species are not added to the Plan and later become officially listed, projects impacting them could face delays and additional permitting requirements, undermining the streamlined process the Plan currently offers. To address these needs, the Habitat Agency is proposing a formal amendment to the Plan. Key proposed changes are listed below but detailed in the attached SCVHA Technical Summary Staff Report:

- Add new species for coverage
- Add critical habitat analysis for foothill yellow-legged frog, western pond turtle, and any other species for which critical habitat is established during development of the Habitat Plan
- Expand the Plan Area boundary to the northwest to provide coverage for public projects conducted by the Co-Permittees on their land and to the northeast for conservation only, allowing potential enrollment of land into the Reserve System. A map of the expanded conservation study areas are shown in Attachment B.
- Add the California Vegetation Treatment Plan components as covered activities and provide for instances where vegetation management may be considered a beneficial action
- Streamline annual mowing coverage to address impacts on new pollinator

species

- Add Valley Water's Stream Maintenance Program elements as covered activities
- Reconsider the status of the Burrowing Owl Conservation Strategy and request additional permanent take acres of occupied habitat. A map of the proposed burrowing owl expanded conservation fee zone is shown in Attachment A.
- Begin tracking land cover impacts at the natural community level as opposed to specific land cover types identified in the Plan
- Consider revising how land cover impacts are tracked to be consistent with more recent regional HCP/NCCPs
- Reset temporary impacts clock every five years to avoid non-compliance with temporary take limits to habitat.
- Formally incorporate guidance and determinations made by the Habitat Agency through past clarifications and interpretations of the Plan
- Eliminate the Private Development Areas Map to expand coverage to all private development projects occurring on parcels over two acres in size
- Allow alternatives to a conservation easement as the only mechanism to protect land owned by the Habitat Agency
- Seek restoration credit for passive actions such as fencing to restrict cattle or pigs from sensitive habitats
- Remove co-permittee survey requirements for smooth lessingia and the San Joaquin kit fox in favor of a single annual survey for the species conducted by the Habitat Agency
- Update Condition 11 related to stream setback exceptions for development
- Add bird-safe and exterior lighting designs as avoidance measures, if possible

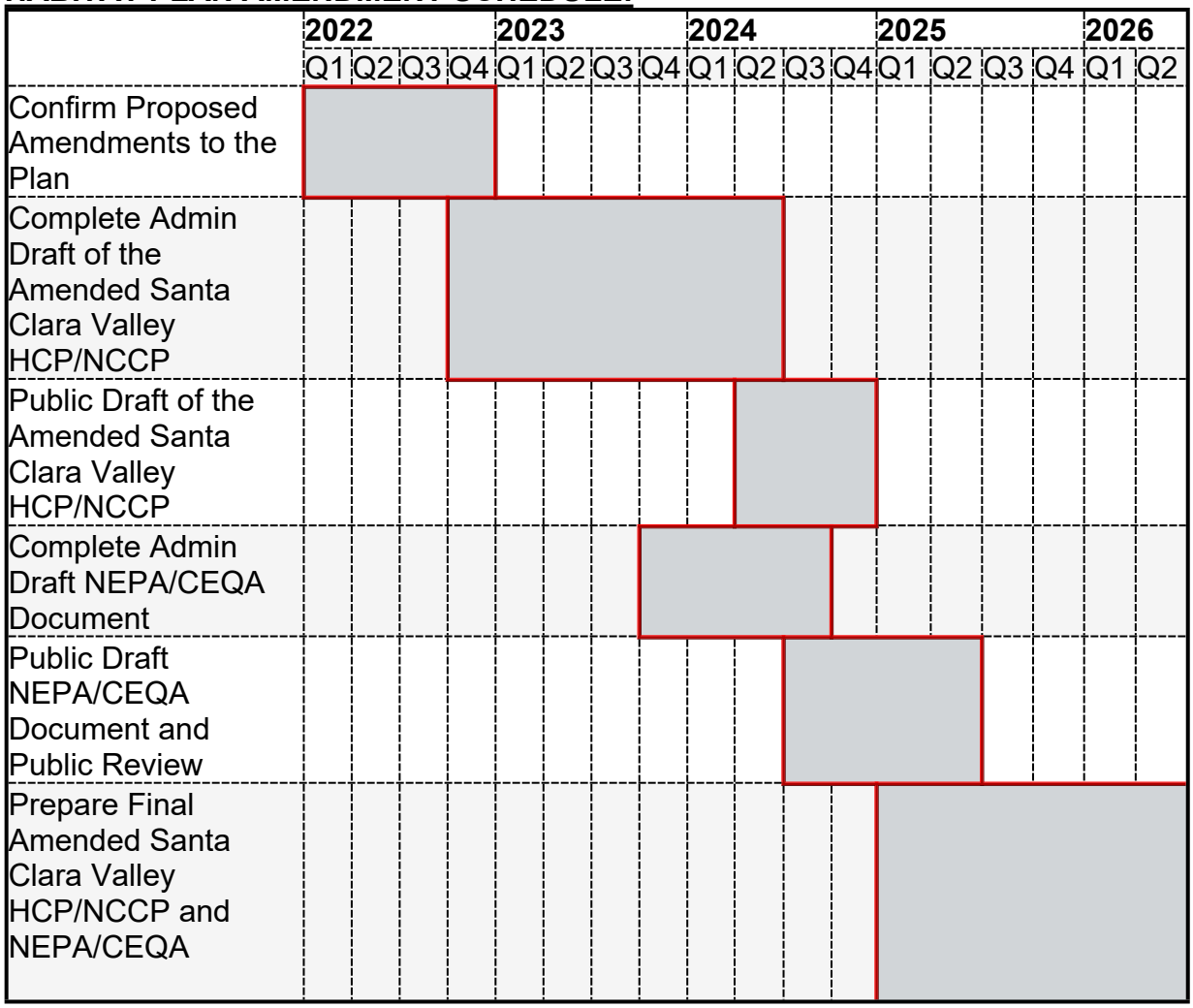
## PLAN AMENDMENT FUNDING AND FUTURE COSTS:

Funding for the proposed Habitat Plan amendment has already been secured through two U.S. Fish and Wildlife Service (USFWS) Section 6 grants, with additional support from Valley Water for amendment elements that specifically benefit their projects. No other co-permittees are contributing direct funding. The Plan amendment will update the impact and funding assumptions to reflect actual development trends, helping to ensure the Plan remains effective without increasing developer fees.

**MEMORANDUM OF UNDERSTANDING (MOU):**

As part of the existing MOU between the Habitat Agency and the co-permittees (Attachment C), Section 8 of the MOU calls for any Local Partner (including the Habitat Agency) desiring to amend the Plan and/or its Permits, to notify every other co-permittee and for everyone to meet and confer regarding whether to proceed. The Habitat Agency has been coordinating this effort with the co-permittees through meetings with the Technical Advisory Committee, the Implementation Board, and the Governing Board, all of which have co-permittee representation. Consistent with this section of the MOU, the Habitat Agency is now requesting approval to proceed with the proposed Plan Amendment from each of the co-permittee agency governing bodies. Completing the Plan amendment process will take time, as identified in the schedule below. There will continue to be a significant level of coordination between the Habitat Agency and the co-permittees.

**HABITAT PLAN AMENDMENT SCHEDULE:**




**Conclusion:**

The Habitat Agency requests that the Morgan Hill City Council approve pursuit of the Plan amendment as presented. If approved, the Habitat Agency Implementation and

Governing Boards may approve a final Plan amendment upon its completion of environmental review.

**COMMUNITY ENGAGEMENT:**

**Inform** The SCVHA and the plan amendment project have a multilayered approach to community engagement. The SCVHA hosts Public Advisory Committee (PAC), Implementation & Governing Board, and Technical Advisory Committee (TAC) meetings that present progress reports including plan amendment updates. Members and attendees then brief their home agencies, stakeholder networks, and communities. The SCVHA will be briefing co-permitee city councils of Gilroy, San Jose, Santa Clara County, Valley Water, and VTA on the plan amendment progress and seeking approval to proceed with the plan amendment. A public draft NEPA/CEQA EIS/EIR document will be circulated for review with all required agencies and channels. A formal CEQA/NEPA public review window will occur. The SCVHA will issue a Notice of Availability, hold at least one public meeting, and accept comments during the formal public review window. Additionally, requesting approval from each co-permittee also serves as an opportunity to inform, involve, and collaborate with co-permittees and their respective communities. Final approval of the proposed plan amendment will include a public meeting with the Agency's Public Advisory Committee, who will provide a recommendation to approve or deny the amendment to the final approval authority, the Habitat Agency's Implementation Board.

**ALTERNATIVE ACTIONS:**

The City Council could defer the decision for further review. This would also require the SCVHA to return at a later date to request approval to proceed with the plan amendment. The City Council could also direct the Habitat Agency to explore additional alternatives.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

In 2005, the City of Morgan Hill passed a resolution to officially join the Santa Clara Valley Habitat Agency and the Santa Clara Valley Habitat Plan (the Plan) and along with the other co-permittee agencies, signed a Memorandum of Understanding (MOU) that outlined the roles and responsibilities of the participating agencies in the development and implementation of the Habitat Plan.

In 2013, following the development of the Habitat Plan, Morgan Hill adopted a resolution to approve the Santa Clara Valley Habitat Plan and its associated implementation guidelines.

**FISCAL AND RESOURCE IMPACT:**

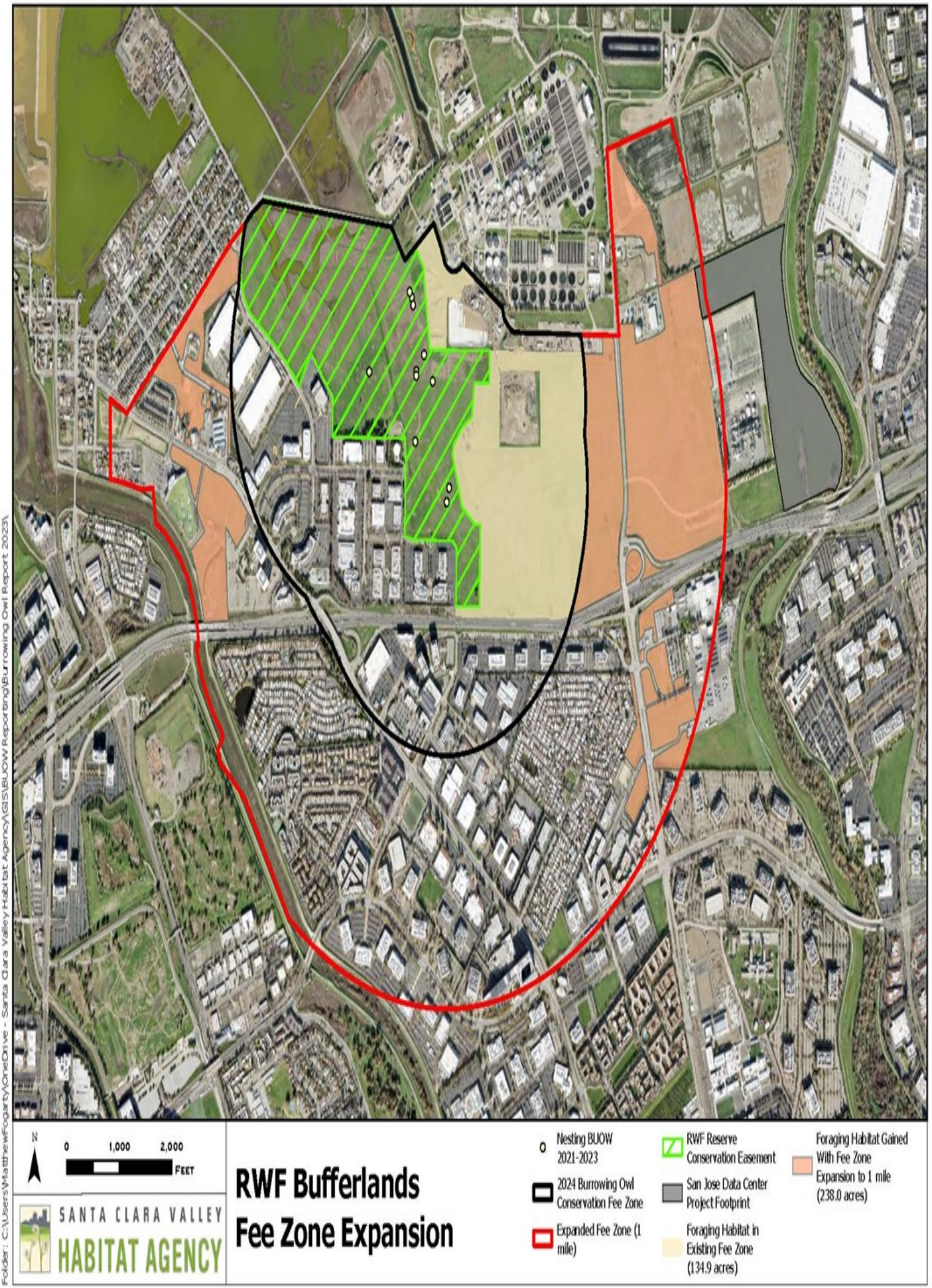
There is no direct fiscal impact. Funding for the plan amendment has been fully secured by the SCVHA through USFWS/CDFW grants and also funds provided by SCVWD to pay for benefits they specifically receive through the amendment that does not benefit the other co-permittees.

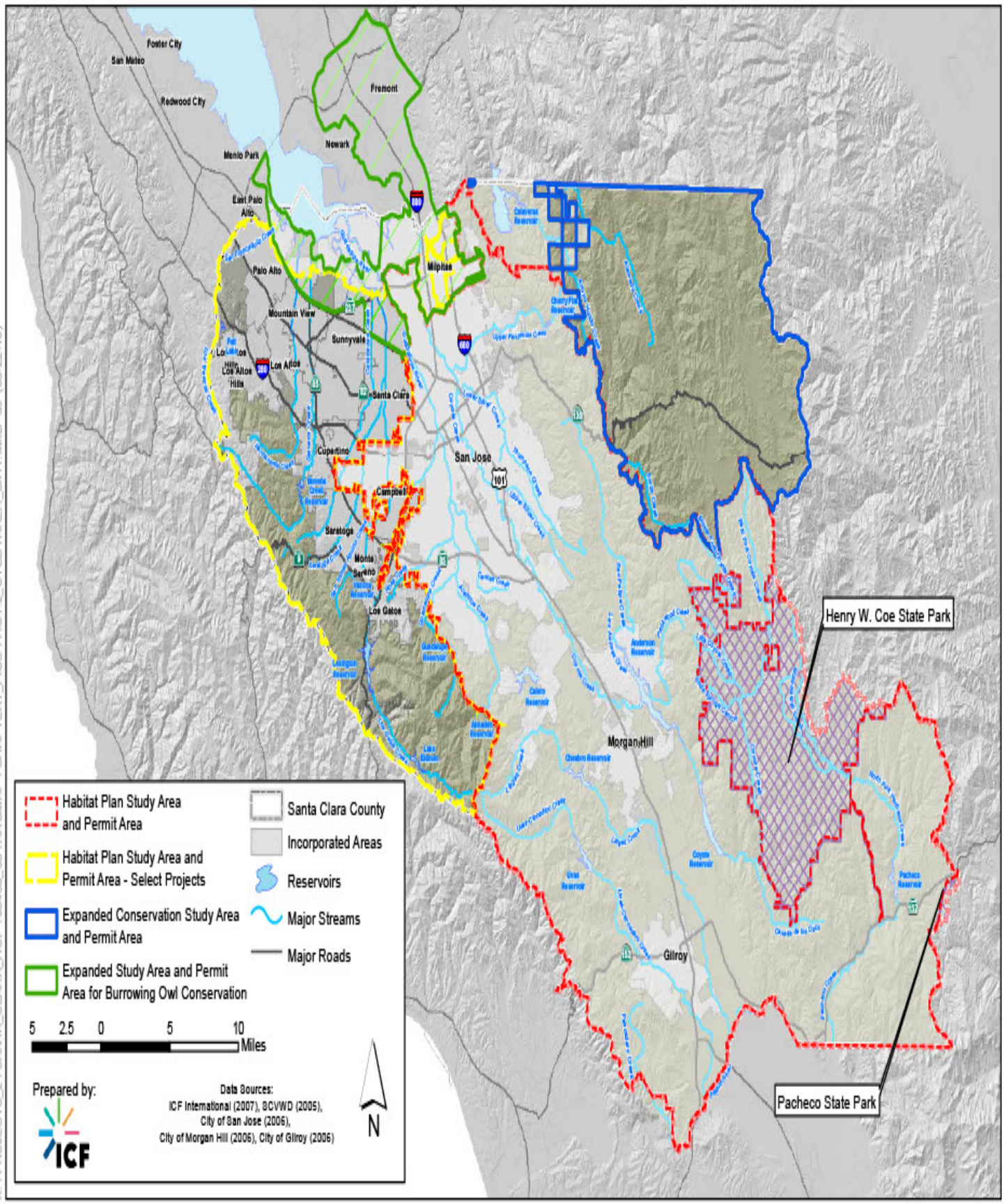
City of Morgan Hill and the other co-permitees already allocate staff time to administer

the SCVHP. Staff resources will continue to be required to (1) help applicants prepare SCVHP forms, (2) verify land-cover impacts and calculate fees, and (3) collect and pass those fees to the SCVHA. The Development Services Director also sits on the Implementation Board.

**CEQA (California Environmental Quality Act):**

A Supplemental Environmental Impact Report (SEIR) consistent with the California Environmental Quality Act (CEQA) will be prepared for the plan amendment to the Santa Clara Valley Habitat Plan.


N
0
1,000
2,000
FEET
SANTA CLARA VALLEY
HABITAT AGENCY
RWF Bufferlands
Fee Zone Expansion
Nesting BUOW 2021-2023
2024 Burrowing Owl Conservation Fee Zone
Expanded Fee Zone (1 mile)
RWF Reserve Conservation Easement
San Jose Data Center Project Footprint
Foraging Habitat in Existing Fee Zone (134.9 acres)
Foraging Habitat Gained With Fee Zone Expansion to 1 mile (238.0 acres)
Folder: C:\Users\MatthewFogarty\OneDrive - Santa Clara Valley Habitat Agency\GIS\BUOW Reporting\Burrowing Owl Report 2023\




K:\PROJECTS_2\SANTA_CLARA_HCP\05488_05\ARCMAP\CHAPTER1_FIGS\FIG1-2_STUDYAREA_8X11.MXD ds (03-22-10)

**Figure 1-2**
**Santa Clara Valley Habitat Plan Study Area and Permit Area**

## SANTA CLARA VALLEY HABITAT PLAN

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and among the Santa Clara Valley Habitat Agency ("Agency"), the County of Santa Clara (the "County"), the City of San Jose ("San Jose"), the Santa Clara Valley Water District ("SCVWD"), the Santa Clara Valley Transportation Authority ("VTA"), the City of Gilroy ("Gilroy"), the City of Morgan Hill ("Morgan Hill"), and the Santa Clara County Open Space Authority ("OSA"). The parties may be referred to collectively as the "Parties" and individually as a "Party" in this MOU. The County, San Jose, SCVWD, VTA, Gilroy and Morgan Hill are collectively referred to as "Local Partners."

### RECITALS

A. The Local Partners have been engaged in a lengthy process to develop a joint habitat conservation plan and natural communities conservation plan entitled the "Santa Clara Valley Habitat Plan" ("Habitat Plan").

B. The purposes of the Habitat Plan include the long-term protection of ecosystems and biodiversity within the geographic area covered by the Habitat Plan, and the provision of incidental take authorization pursuant to the Federal Endangered Species Act and the California Natural Community Conservation Planning Act for local land use and public agency infrastructure activities.

C. The Habitat Plan and the Santa Clara Valley Habitat Plan Implementing Agreement ("Implementing Agreement") identify certain duties and obligations that must be fulfilled, in whole or in part, by an "Implementing Entity."

D. The Local Partners determined that it was appropriate to establish a joint powers agency to serve as the Implementing Entity for the Habitat Plan. The Joint Powers Act, Gov. Code § 6500 et seq., requires that all parties to a joint powers agreement have common powers. One of the primary functions of the joint powers agency is to adopt mitigation fees for development projects pursuant to the Mitigation Fee Act, Government Code § 66000 et seq., to help finance Habitat Plan implementation activities. Because only certain of the Local Partners (the County, San Jose, Morgan Hill and Gilroy) have clear authority to adopt mitigation fees, the Local Partners determined that the parties to the joint exercise of powers agreement ("Agency Agreement") creating the Santa Clara Valley Habitat Agency would be limited to the County, San Jose, Morgan Hill and Gilroy. Nonetheless, because the Implementing Agreement and the Permits associated with the Habitat Plan provide that all Local Partners are responsible for ensuring that the Habitat Plan is fully implemented, all of the Local Partners will play a role in the Santa Clara Valley Habitat Agency.

E. The OSA will also play a critical role in Habitat Plan implementation, including potential contributions of land to the Habitat Plan Reserve System and/or potentially undertake management and monitoring, and/or provide other services related to implementation of the Habitat Plan.

**NOW, THEREFORE,** the Parties, for and in consideration of the mutual promises and agreements herein contained, agree as follows:

## 1. PURPOSES

The purposes of this MOU are to:

- Further define the roles, rights and responsibilities of the Parties with respect to Habitat Plan implementation activities;
- Explain the relationships between the Parties;
- Establish processes for resolving disputes and addressing other issues that may arise with respect to the Habitat Plan;

## 2. EFFECTIVE DATE

The following conditions must occur before this MOU will go into effect: 1) the Implementing Agreement must be fully executed; and 2) all parties must execute this MOU. The effective date of this MOU will occur at the date when both of the above mentioned conditions have been fulfilled.

## 3. DEFINITIONS

Unless the context otherwise requires, the terms used in this MOU shall have the same definitions as provided in the Implementing Agreement.

## 4. LOCAL PARTNER AND AGENCY ROLES

(a) All of the Local Partners are Permittees and parties to the Implementing Agreement. Therefore, all of the Local Partners must ensure that they comply with the Habitat Plan and Permits. However, although each Local Partner must ensure that its own actions comply with the Plan and Permits, the primary responsibilities for implementing the Habitat Plan rests with the Agency. Among other things, the Agency is responsible for ensuring that there is sufficient funding to perform all implementation activities, including activities during the permit term and in perpetuity. Except for paying SCVHP Fees associated with their own projects and, where applicable, collecting SCVHP Fees from private project applicants and transmitting SCVHP Fees to the Agency, the Local Partners are not required to fund implementation activities. These roles and responsibilities are more fully described in Chapter 8 of the Habitat Plan.

(b) Although VTA and SCVWD are not parties to the Agency Agreement, all of the Local Partners will play an active role in the Agency through, among other things, their representatives on the Implementation Board of the Agency. The fact that VTA and SCVWD are not parties to the Agency Agreement should not be viewed in any way as diminishing their rights and responsibilities established in the Habitat Plan or Permits.

## 5. OSA ROLE

(a) Although OSA is not a Permittee, the Parties anticipate that OSA may contribute land and potentially other resources that will assist with fulfilling Habitat Plan implementation responsibilities. Exhibit __, which is attached hereto and incorporated by reference herein, are the "Principles of Participation in the Santa Clara Valley Habitat Plan" that were adopted by the OSA Board on September 9, 2010.

(b) While the OSA is not a Permittee under the Habitat Plan, the OSA has the option to apply for take authorization under the Plan as a Participating Special Entity. To receive this take authorization, the OSA would follow the procedures outlined in the Habitat Plan, including approval by the Implementing Entity and the Wildlife Agencies. To anticipate this, the estimated impacts of OSA activities on the covered species will be included in the Plan. Any Habitat Plan fees due would be offset by an equivalent value of OSA land being concurrently incorporated into the Habitat Plan Reserve System.

## 6. COMPENSATION FOR LOCAL PARTNER CONTRIBUTIONS TO IMPLEMENTATION REQUIREMENTS

The Local Partners may contribute land, provide services, or undertake other activities (e.g., habitat creation, restoration, monitoring) that fulfill Habitat Plan implementation requirements. The process by which the Agency will evaluate the value of these contributions and give credit to the Local Partners for these "in lieu" activities is set forth in Section 9.4.1 of the Habitat Plan.

## 7. IMPLEMENTATION FUNDING SHORTFALLS

(a) Although the Local Partners believe that the cost and funding assumptions in the Habitat Plan are sound, there is always the possibility that there will be funding shortfalls and/or that the costs of implementing the Habitat Plan exceed expectations. As set forth in the Habitat Plan and Implementing Agreement, the Agency is responsible for implementation and any funding shortfalls, and for ensuring that SCVHP fees keep pace with Habitat Plan implementation costs. Except for SCVHP fees associated with their own Covered Activities, the Local Partners are not required to contribute any of their funds toward Habitat Plan implementation.

(b) If there is a funding shortfall, the Agency will take all feasible steps to address the funding shortfall, including but not limited to seeking loans from all possible sources.

(c) If, despite all reasonable efforts, the Agency is unable to address a funding shortfall, the Local Partners will meet and confer regarding how to proceed. Options that may be considered include, but are not limited to, loans from one or more Local Partners to the Agency, grants from Local Partners, government agencies or non-governmental entities, relinquishing the permits, and/or amending the Habitat Plan and Permits.

(d) No Local Partner shall be required to provide funding to the Agency. If a Local Partner, in the sole discretion of its governing body, agrees to provide funding to the Agency, it may do so on the condition that the Agency either provide the Local Partner with credit toward future SCVHP Fees or repay the loan at a future date.

## 8. HABITAT PLAN/PERMIT AMENDMENTS

(a) There are a variety of reasons why the Local Partners may want or need to amend the Habitat Plan and Permits over the 50-year term, including but not limited to the following:

- to add or remove Covered Species;
- to expand or retract the Permit Area boundaries;
- to add a Permittee;
- to address a significant funding shortfall that cannot be addressed through any feasible means;
- to reflect significant changes in Habitat Plan assumptions (e.g., the amount or timing of "Take"); or
- to provide for additional Covered Activities.

(b) If the Agency or one or more of the Local Partners desires to amend the Habitat Plan and/or Permits, then that Local Partner shall notify the Agency and all of the other Local Partners of this desire and provide an explanation of the proposed amendment and reasons for the amendment.

(c) Upon being notified by the Agency or a Local Partner of a request to amend the Habitat Plan and Permits, the Agency and all Local Partners will meet and confer regarding whether to proceed with the proposed amendment.

(d) The costs associated with any amendment to the Habitat Plan and Permits (including but not limited to preparation, analysis and approval of the amendment documents and implementation responsibilities resulting from the amendment) shall be borne by the Local Partners in a manner that reflects the relative benefit of the amendment to each Local Partner. A cost allocation shall be mutually agreed upon by the Local Partners before any costs are incurred in relation to the amendment. Any Local Partner that commences work on an amendment prior to this proceeds at its own risk.

(e) Any decision to seek an amendment to the Habitat Plan and Permits, and the cost allocation associated with the amendment, shall be approved by the governing bodies of all of the Local Partners before any work is begun or any costs are incurred in relation to the amendment. Any Local Partner that commences work on an amendment prior to this proceeds at its own risk.

## 9. WITHDRAWAL

(a) If a Local Partner decides to withdraw from the Implementing Agreement and relinquish its Permits, it shall first provide 180 days written notice to the Agency, the other Local Partners and the OSA. Notwithstanding such withdrawal, the withdrawing Local Partner shall remain obligated, to the same extent, if any, that the remaining Parties are obligated, to contribute amounts necessary to pay any debts, liabilities and obligations of the Agency arising from or related to actions taken by the Agency while the withdrawing Party was a party to the Implementing Agreement. Upon withdrawal, the withdrawing Party shall no longer be a Party to this MOU or a Local Partner, and the term "Parties" and "Local Partners" as used in this MOU shall thereafter mean the remaining Parties and Local Partners to this MOU.

(b) The OSA may withdraw from the MOU upon ninety (90) days written notice to the Agency and the Local Partners. Upon withdrawal, the OSA shall no longer be a Party to this MOU, and the term "Parties" as used in this MOU shall thereafter mean the remaining Parties and Local Partners to this MOU.

(c) Within 30 days after receiving a notice of withdrawal, the Parties who will remain will meet to discuss whether any amendments to the Habitat Plan, Permits or Implementing Agreement are necessary or appropriate in light of the withdrawal, and to prepare any appropriate amendments for consideration by the governing bodies of the remaining Parties. The requirements of this provision are intended to be in addition to any notice or other requirements set forth in the Implementing Agreement or Permits pertaining to withdrawal from or termination of the Habitat Plan or Permits.

## 10. TERMINATION BY ALL LOCAL PARTNERS

If the governing bodies of all or some of the Local Partners agree to relinquish the Permits and terminate the Implementing Agreement, then the Agency and Local Partners will undertake a process to discuss and resolve the following issues:

- Calculating and funding the amounts necessary to pay any debts, liabilities and obligations of the Agency arising from or related to actions taken by the Agency while the Permits and Implementing Agreement were in effect, including but not limited to funding any endowment necessary for ongoing obligations related to Reserve System lands; and

- Identifying one or more successor(s) to fulfill the continuing obligations of the Agency.

The dispute resolution process in Section 15 of this MOU may be used for this purpose.

## 11. REMEDIES FOR HABITAT PLAN/PERMIT/IMPLEMENTATION AGREEMENT VIOLATIONS

(a) Although the Wildlife Agencies will issue separate permits to the Agency and Local Partners, the obligations imposed by the Habitat Plan, Implementation Agreement and Permits operate collectively. Therefore, if the Agency or a Local Partner violates the Habitat Plan, Implementation Agreement or Permits in a way that puts the overall Habitat Plan or Permits at risk or subjects the Agency and/or Local Partners to an enforcement action, then the other Parties may take any and all commensurate and reasonable action against the violating Party to remedy the noncompliance, including but not limited to filing a lawsuit seeking injunctive relief or specific performance.

(b) The Parties shall engage in the dispute resolution process set forth in Section 15 of this MOU prior to filing a lawsuit for an alleged violation. The dispute resolution process is not required, however, if there is a threat of imminent harm to any Party or if the Wildlife Agencies have notified the Parties of their intent to suspend the Permits or undertake other enforcement action.

## 12. INDEMNIFICATION AND INSURANCE

(a) Except as provided in Section 14(c) of this MOU, the Agency shall indemnify, defend and hold harmless all of the Local Partners and the OSA and their officers,

agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, the adoption, execution, performance or implementation of the Habitat Plan, the EIR/EIS, the Permits, the Implementing Agreement, the Agency Agreement or this MOU provided, however, that this obligation by the Agency shall not apply to; (1) reckless, intentional, or willful conduct leading to personal injury, or (2) any claims, demands, damages, costs, expenses or suits by one party to this MOU against one or more other parties relating to an alleged breach of either agreement. The Agency shall reimburse the Local Partner(s) and the OSA for all reasonable costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation or action in which the Agency is obligated to indemnify, defend and hold harmless the Local Partner(s) and the OSA under this MOU. Any indemnified party may elect to provide its own defense at that party's own expense.

(b) It is the intent of the Parties that the provisions of this Section 12 provide the broadest possible coverage for the Local Partners. The Agency shall obtain and maintain insurance to provide sufficient coverage to fulfill its obligations under this Section.

(c) Each Local Partner shall require that any consultant hired to implement this MOU obtain and maintain insurance policies to provide sufficient coverage to fulfill its obligations under this Section.

(d) If any claim, liability, loss, injury or damage for which the Agency is obligated to indemnify, defend and hold harmless the Local Partner(s) and the OSA pursuant to this Section 12 is filed or incurred before the Agency is formed, has sufficient revenues or obtains sufficient insurance to fulfill its obligations under this Section 12, then the Local Partner(s) may bear their own their reasonable costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation or action in which the Agency is obligated to indemnify, defend and hold harmless the Local Partner(s) and the OSA under this Section 12 and recover them from the Agency at a future date, and the Agency shall not raise any defenses related to the timeliness of such a claim for recovery (e.g., statute of limitations, laches) against the Local Partner(s) or the OSA.

## 13. AGENCY FAILURE/INABILITY TO PERFORM

(a) If, for any reason, the Agency is unable or unwilling to perform its implementation duties, then the Local Partners will meet and confer regarding how to proceed. Options that may be considered include, but are not limited to, recommending that the parties to the Implementing Agreement dissolve the Agency and that the Local Partners establish a new implementing entity or reallocate Habitat Plan implementation obligations.

(b) If a particular Local Partner or its representatives to the Governing Board or Implementation Board are preventing the Agency from fulfilling its duties, then the other Local Partners shall notify the governing body of the Local Partner that is preventing the Agency from fulfilling its duties and request that the governing body promptly address the situation. If the situation is not resolved within 60 days, the other Local Partners may seek judicial relief, including but not limited to requesting that the court reform the Implementing Agreement without the consent of the Local Partner that is preventing the Agency from fulfilling its duties.

## 14. COMPENSATION FOR SERVICES/ACTIVITIES PROVIDED TO AGENCY

(a) Due to the necessity and desire to keep Habitat Plan implementation costs as low as possible, the Agency may contract for many goods and services. In procuring goods and services, the Agency will utilize a selection process that is fair, objective and impartial, and is intended to result in the selection of a provider that provides the best value and meets the needs of the Agency. The Parties acknowledge that they are not entitled to any rights or preferences in the Agency's selection process. If a Party believes that it has been treated unfairly during any Agency selection process, it may invoke the dispute resolution process set forth in Section 15 of this MOU.

(b) If a Party provides services to the Agency, it may negotiate with the Agency to be compensated with cash or credits toward SCVHP Fees. The form of compensation may be a factor that the Agency considers during its selection process.

(c) If a Party contracts with the Agency to provide land, services or perform other activities on behalf of the Agency, then any indemnity and defense responsibilities related to that arrangement shall be addressed in the agreement for the particular goods and services, and the indemnification and defense provisions in Section 12 of this MOU shall not apply.

## 15. DISPUTE RESOLUTION PROCESS

In addition to the other provisions of this MOU that require the Parties to engage in the dispute resolution process in this Section, any Party may request that the Parties voluntarily engage in the dispute resolution process set forth in this Section at any time and for any reason related to the Habitat Plan, Permits, Implementing Agreement or any matters related thereto. The intent of this provision is to provide an informal dispute resolution measure which is alternative to a court action.

(a) Informal Negotiations Before Mediation. Any negotiations the Parties may undertake to resolve disputes before Mediation is initiated are for settlement purposes only and are not binding. Any Party may notify any other Party of a disagreement or dispute regarding provisions of the Habitat Plan, Permits, Implementing Agreement or any matters related thereto. That notifying Party shall first request discussion among all the Parties. The dispute may be informally resolved by consensus of the Parties. Only after proceeding through such an informal dispute resolution process described in this Section may a Party seek mediation as described in Section 15 (b).

(b) Mediation.

(i) Non-Binding Nature of Mediation. If any dispute or issue related is not resolved through informal negotiations, the Parties agree to attempt to resolve the matter through mediation. Any mediation is voluntary, non-binding, and intended to provide an opportunity for the Parties to arrive at a mutually agreeable solution.

(ii) Initiation of Mediation. Any Party may initiate mediation for any dispute or issue related to this MOU by submitting a written request for mediation to the other Parties involved in the dispute. The request for mediation shall contain a brief statement of the nature of the dispute or claim, and the names, addresses, and telephone numbers of those who will represent the Party submitting the request for mediation.

(iii) Selection of Mediator. Within 14 days of receiving a request for mediation, the involved Parties shall meet and confer to select a mediator agreeable to the Parties. Any mediator selected shall have expertise in the area of the dispute and be knowledgeable about the mediation process. No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation.

Before accepting an appointment as mediator, the prospective mediator shall be required to disclose all circumstances likely to create a perception of bias or prevent a prompt meeting with the Parties. Upon receipt of such information, the Parties will meet and confer and decide whether to select another mediator.

(iv) Representation During Mediation. The Parties may be represented by persons of their choice, who shall have full authority to negotiate on behalf of the Party they represent. The names, addresses, and telephone numbers of such representatives shall be communicated in writing to all Parties and the mediator.

(v) Time and Place of Mediation. The Mediator shall set the time of each mediation session. The mediation shall be held at any convenient location within Santa Clara County that is agreeable to the mediator and the involved Parties. All reasonable efforts will be made by the Parties and the mediator to schedule the first session within thirty (30) days after selection of the mediator.

(vi) Identification of Matters in Dispute. At least 10 days before the first scheduled mediation session, each involved Party shall provide the mediator with a brief memorandum not longer than 10 pages setting forth its position with regard to the issues that need to be resolved. At the mediator's discretion, the memoranda may be mutually exchanged by the Parties.

(vii) Authority of Mediator. The mediator shall not have authority to impose a settlement on the Parties, but will attempt to assist the Parties in reaching a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the involved Parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the Parties, as determined by the mediator.

(viii) Privacy. Mediation sessions are private. The Parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the Parties and consent of the mediator.

(ix) Confidentiality. Confidential information disclosed to a mediator by the Parties or by witnesses in the course of mediation shall not be divulged by the mediator or the Parties. All records, reports, and other documents and information produced during mediation shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or a judicial forum. The Parties shall maintain the confidentiality of the mediation and shall not rely on, or

introduce as evidence in any arbitration, judicial or other proceedings any of the following: (a) views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute; (b) statements made by the other party in the course of the mediation proceedings; (c) proposals made or views expressed by the mediator; or (d) whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

(x) No Record of Proceedings. There shall be no stenographic or other record of the mediation proceedings.

(xi) Termination of Mediation. The mediation may be terminated in any of the following ways: (a) by the execution of a settlement agreement by the Parties; (b) by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or (c) by a written declaration of any Party to the mediation that it is terminating the mediation proceedings.

(xii) Interpretation and Application of These Mediation Provisions. The mediator shall interpret and apply these mediation provisions insofar as they relate to the mediator's duties and responsibilities.

(xiii) Expenses. The expenses of witnesses for each Party shall be borne by the Party producing the witnesses. All other expenses of the mediation, including required travel and other expenses of the mediator, the expenses of any witness called by the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be the sole responsibility of the Agency.

## 16. TERM OF MOU

This MOU shall remain in effect until it is terminated by mutual agreement of the Parties.

## 17. AMENDMENT OF MOU

This MOU may be amended only by written agreement executed by all of the Parties.

## 18. POST-PERMIT ISSUES

The Parties anticipate that the Agency will be dissolved at the end of the 50-year Permit term and that one or more successor entities will need to be identified to fulfill the implementation responsibilities that will continue in perpetuity. In light of this, the Parties agree as follows:

- By no later than the beginning of year 45 of the Permit term, the Parties will begin the process of identifying all implementation responsibilities that will continue beyond the 50-year Permit term and related funding requirements (e.g., endowment for continuing obligations related to Reserve System lands);

- By no later than the end of year 48, the Parties will have identified one or more successor entities to fulfill the implementation responsibilities beyond the 50-year Permit term and a transition plan will have been completed; and

- By no later than the end of year 49, agreements with the successor entity(ies) will be in place and implementation of the transition plan will have begun.

## 19. REMEDIES FOR BREACH

If a Party shall default on any obligation contained in this MOU, such default shall not excuse any Local Partner from fulfilling its respective obligations under this MOU. Any Party shall be entitled to pursue any and all legal and equitable remedies against any other Party in response to any alleged default under this MOU. Any and all of the remedies provided to the Parties hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Parties to any or all other remedies.

## 20. SEVERABILITY

If any court determines that a part, term, or provision of this MOU is illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected by that determination.

## 21. SUCCESSORS; ASSIGNMENT

This MOU shall be binding upon and shall inure to the benefit of the successors of the Parties. No Party may assign any right or obligation hereunder without the consent of the other Parties.

## 22. NOTICES

Notices to the Parties shall be sufficient if delivered as follows:

County of Santa Clara
County Executive
70 W. Hedding Street, 11th Floor, E. Wing
San Jose, CA 95110

City of San Jose
City Manager
200 East Santa Clara St.
San Jose, CA 95113

City of Gilroy
City Administrator
7351 Rosanna St.
Gilroy, CA 95020

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

Santa Clara Valley Water District
Chief Executive Officer
5700 Almaden Expressway
San Jose, CA 95118

Santa Clara Valley Transportation Authority
General Manager

3331 North First St.
Building B. Second Floor
San Jose, CA 95134

Santa Clara County Open Space Authority
General Manager
6980 Santa Teresa Boulevard, Suite 100
San Jose, CA 95119

With a copy to:

County Counsel
County of Santa Clara
70 W. Hedding St., 9th Floor, E. Wing
San Jose, CA 95110

San Jose City Attorney
City of San Jose
200 East Santa Clara St.
San Jose, CA 95113

Gilroy City Attorney
City of Gilroy
7351 Rosanna St.
Gilroy, CA 95020

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

District Counsel
Santa Clara Valley Water District
5700 Almaden Expressway
San Jose, CA 95118

General Counsel
Santa Clara Valley Valley Transportation Authority
3331 North First St.
San Jose, CA 95134

Open Space Authority Legal Counsel
Wittwer & Parkin, LLP
147 S. River St., Suite 221
Santa Cruz, CA 95060

**23. SECTION HEADINGS**

All Section headings contained herein are for reference only and are not intended to define or limit the scope of any provision of this MOU.

**24. COUNTERPARTS**

This MOU may be executed in counterparts and so executed shall constitute one MOU which shall be binding upon all Parties. A photocopy of the fully executed MOU shall have the same force and effect as the original.

## 25. SIGNATURES

By affixing his/her signature below, each of the persons signing this MOU warrants and represents that he/she has read and understands the MOU, that he/she is authorized to sign this MOU, and that the Party on behalf of whom he/she signs agrees to be bound by its terms.

**COUNTY OF SANTA CLARA**

By: _____ Date: 4/26/13
Jeffrey V. Smith, County Executive

APPROVED AS TO FORM:
~~Lori E. Pegg, Acting~~ Orry P. Korb, County Counsel

By: Lizanne Reynolds Date: 4-26-13
Lizanne Reynolds, ~~Acting~~ Deputy County Counsel

**CITY OF SAN JOSE**

By: _____ Date: _____
Debra Figone, City Manager

APPROVED AS TO FORM:
Richard Doyle, City Attorney

By: _____ Date: _____
Vera Todorov, Senior Deputy City Attorney

**CITY OF GILROY**

By: _____ Date: _____
Thomas J. Haglund, City Administrator

APPROVED AS TO FORM:

By: _____ Date: _____
Linda Callon, City Attorney

**CITY OF MORGAN HILL**

By: _____ Date: _____
J. Edward Tewes, City Manager

APPROVED AS TO FORM:

By: _____ Date: _____
Danny Wan, City Attorney

## 25. SIGNATURES

By affixing his/her signature below, each of the persons signing this MOU warrants and represents that he/she has read and understands the MOU, that he/she is authorized to sign this MOU, and that the Party on behalf of whom he/she signs agrees to be bound by its terms.

**COUNTY OF SANTA CLARA**

By: _____ Date: _____
Jeffrey V. Smith, County Executive

APPROVED AS TO FORM:
Lori E. Pegg, Acting County Counsel

By: _____ Date: _____
Lizanne Reynolds, Acting County Counsel

**CITY OF SAN JOSE**

By: _____ Date: 4/11/13
Debra Figone, City Manager

APPROVED AS TO FORM:
Richard Doyle, City Attorney

By: _____ Date: 4/11/2013
Vera Todorov, Senior Deputy City Attorney

**CITY OF GILROY**

By: _____ Date: _____
Thomas J. Haglund, City Administrator

APPROVED AS TO FORM:

By: _____ Date: _____
Linda Callon, City Attorney

**CITY OF MORGAN HILL**

By: _____ Date: _____
J. Edward Tewes, City Manager

APPROVED AS TO FORM:

By: _____ Date: _____
Danny Wan, City Attorney

25. **SIGNATURES**

By affixing his/her signature below, each of the persons signing this MOU warrants and represents that he/she has read and understands the MOU, that he/she is authorized to sign this MOU, and that the Party on behalf of whom he/she signs agrees to be bound by its terms.

**COUNTY OF SANTA CLARA**

By: _____ Date: _____
Jeffrey V. Smith, County Executive

APPROVED AS TO FORM:
Lori E. Pegg, Acting County Counsel

By: _____ Date: _____
Lizanne Reynolds, Acting County Counsel

**CITY OF SAN JOSE**

By: _____ Date: _____
Debra Figone, City Manager

APPROVED AS TO FORM:
Richard Doyle, City Attorney

By: _____ Date: _____
Vera Todorov, Senior Deputy City Attorney

**CITY OF GILROY**

By: _____ Date: 4/15/13
Thomas J. Haglund, City Administrator

APPROVED AS TO FORM:

By: Linda Callon _____ Date: _____
Linda Callon, City Attorney

**CITY OF MORGAN HILL**

By: _____ Date: _____
J. Edward Tewes, City Manager

APPROVED AS TO FORM:

By: _____ Date: _____
Danny Wan, City Attorney

## 25. SIGNATURES

By affixing his/her signature below, each of the persons signing this MOU warrants and represents that he/she has read and understands the MOU, that he/she is authorized to sign this MOU, and that the Party on behalf of whom he/she signs agrees to be bound by its terms.

**COUNTY OF SANTA CLARA**

By: _____ Date: _____
Jeffrey V. Smith, County Executive

APPROVED AS TO FORM:
Lori E. Pegg, Acting County Counsel

By: _____ Date: _____
Lizanne Reynolds, Acting County Counsel

**CITY OF SAN JOSE**

By: _____ Date: _____
Debra Figone, City Manager

APPROVED AS TO FORM:
Richard Doyle, City Attorney

By: _____ Date: _____
Vera Todorov, Senior Deputy City Attorney

**CITY OF GILROY**

By: _____ Date: _____
Thomas J. Haglund, City Administrator

APPROVED AS TO FORM:

By: _____ Date: _____
Linda Callon, City Attorney

**CITY OF MORGAN HILL**

By: _____ Date: 4/18/13
Steve Rymer, City Manager

APPROVED AS TO FORM:

By: _____ Date: 4/18/13
Renee Gurza, City Attorney

**SANTA CLARA VALLEY WATER DISTRICT**

By: _____ Date: 4/16/13
Beau Goldie, Chief Executive Officer

APPROVED AS TO FORM:
Stanly Yamamoto, District Counsel

By: _____ Date: 4/12/13
Edward E. Yates, Senior Assistant District Counsel

**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**

By: _____ Date: _____
Michael T. Burns, General Manager

APPROVED AS TO FORM:

By: _____ Date: _____
Robert Fabela, General Counsel

**SANTA CLARA COUNTY OPEN SPACE AUTHORITY**

By: _____ Date: _____
Andrea Mackenzie, General Manager

APPROVED AS TO FORM:

By: _____ Date: _____
William P. Parkin, Legal Counsel

**SANTA CLARA VALLEY HABITAT AGENCY**

By: _____ Date: 5/16/13

APPROVED AS TO FORM:

By: _____ Date: 5/16/2013

**SANTA CLARA VALLEY WATER DISTRICT**

By: _____ Date: _____
Beau Goldie, Chief Executive Officer

APPROVED AS TO FORM:

By: _____ Date: _____
Stanly Yamamoto, District Counsel

**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**

By: Michael T. Burns Date: 4/15/13
Michael T. Burns, General Manager

APPROVED AS TO FORM:

By: Kathy Dervin, Asst. Counsel Date: 4/11/13
Robert Fabela, General Counsel

**SANTA CLARA COUNTY OPEN SPACE AUTHORITY**

By: _____ Date: _____
Andrea Mackenzie, General Manager

APPROVED AS TO FORM:

By: _____ Date: _____
William P. Parkin, Legal Counsel

**SANTA CLARA VALLEY HABITAT AGENCY**

By: _____ Date: _____

APPROVED AS TO FORM:

By: _____ Date: _____

**SANTA CLARA VALLEY WATER DISTRICT**

By: _____ Date: _____
Beau Goldie, Chief Executive Officer

APPROVED AS TO FORM:
Stanly Yamamoto, District Counsel

By: _____ Date: _____
Edward E. Yates, Senior Assistant District Counsel

**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**

By: _____ Date: _____
Michael T. Burns, General Manager

APPROVED AS TO FORM:

By: _____ Date: _____
Robert Fabela, General Counsel

**SANTA CLARA COUNTY OPEN SPACE AUTHORITY**

By: Andrea Mackenzie Date: 4/17/13
Andrea Mackenzie, General Manager

APPROVED AS TO FORM:

By: _____ Date: 4/17/13
William P. Parkin, Legal Counsel

**SANTA CLARA VALLEY HABITAT AGENCY**

By: _____ Date: _____

APPROVED AS TO FORM:

By: _____ Date: _____

# Principles of Participation
## in the Santa Clara Valley Habitat Plan

These principles are to be used later for a side agreement between the Santa Clara County Open Space Authority (OSA) and the Santa Clara Valley Habitat Plan (Habitat Plan, or Plan) Implementing Entity, once the Entity is established:

1) The OSA states its willingness to cooperate and partner with the Habitat Plan Implementing Entity to help implement the Plan successfully. The OSA recognizes that acquisition of habitat is consistent with its mission as an open space agency.

2) The OSA is not a permittee under the Habitat Plan. However, the OSA has the option to apply for take authorization under the Plan as a Participating Special Entity. To receive this take authorization, the OSA would follow the procedures outlined in the Habitat Plan, including approval by the Implementing Entity and the Wildlife Agencies. To anticipate this, the estimated impacts of OSA activities on the covered species will be included in the Plan. Any Habitat Plan fees due would be offset by the value of land acquired by the OSA to date and incorporated into the Habitat Plan Reserve System.

3) The OSA has no specific funding commitment towards the Habitat Plan. However, the OSA commits to working with the Habitat Plan Implementing Entity for the duration of the permit to pursue joint land acquisition that is mutually beneficial to each agency on a case-by-case basis and help the Implementing Entity meet its local land acquisition commitments in cooperation with other local agencies, non-profit organizations, and foundations. The OSA intends to leverage its funds to acquire an estimated 5,000 acres for inclusion in the Reserve System, and will make efforts to acquire an additional 2,500 acres for the Reserve System, if feasible. Roles for the OSA in land acquisition may include cooperating on land management issues, brokering a land purchase but not owning it, contributing lands to a Habitat Plan acquisition and owning the land, or owning and managing land acquired by the Implementing Entity in exchange for management funding. The OSA's acquisitions and funding that is ultimately committed to the Habitat Plan are not to be used for mitigation, but are to be allocated instead to species recovery and conservation on an ecosystem-wide basis under the Natural Community Conservation Plan (NCCP) portion of the Habitat Plan.

4) Any lands that the OSA acquires in partnership with the Implementing Entity would meet the requirements of the Habitat Plan including a conservation easement and incorporation into a reserve unit management plan. The conservation easement would require management in perpetuity by the Implementing Entity consistent with the Habitat Plan and allow for compatible public access such as unpaved multi-use trails. The OSA does not expect to be directly reimbursed for the cost of land acquisition or conservation easement dedication for land that it continues to own; the OSA's evaluation of projects on a case-by-case basis allows the OSA to consider the financial benefits the OSA will receive through grant funding under the Plan and funding for management before granting a conservation easement.

**TO**: Morgan Hill City Council

**FROM**: Gerry Haas, Principal Planner

**SUBJECT**: Santa Clara Valley Habitat Plan Overview and Amendment Update

**RECOMMENDED ACTION:** Approve the Santa Clara Valley Habitat Agency proceeding with a proposed amendment to the Santa Clara Valley Habitat Plan pursuant to the 2012 Memorandum of Understanding.

**INTRODUCTION:**

For the past ten years, the Santa Clara Valley Habitat Agency (Habitat Agency) has led an ambitious conservation effort, quietly protecting valuable natural habitat throughout the County to benefit special status plant and wildlife species, several of which exist only in this valley. The permanent protection of 15,000 acres of conservation land is a local success story implemented by the Habitat Agency, but impossible without the support and partnership of the six co-permittee agencies including the County of Santa Clara, the Cities of San Jose, Morgan Hill and Gilroy, Valley Water and the Santa Clara Valley Transportation Authority. The conservation success is landscape-scale, occurring on large swaths of mostly undeveloped land and with a willing buyer/willing seller formula. In some cases, land is sold to the Habitat Agency. In others, a conservation easement is purchased, which may allow for existing uses such as grazing, but also restricts development and facilitates better land management, which is focused on improving habitat conditions for local plant and wildlife species.

The conservation land is managed for enhancement of natural communities. Wetlands and other aquatic resources, which have been negatively impacted by past human activities are restored to improve water quality, water storage and habitat benefits for species which rely on wetlands. To date, the Habitat Agency has restored nearly four miles of streams, 10 acres of sycamore alluvial woodland, six acres of riparian habitat, and 8.9 acres of perennial and seasonal wetlands and ponds . The Habitat Agency is contributing to a better understanding of the natural resource values in the County through studies, research, and monitoring. It uses this knowledge to better manage the landscapes in the hope that they will provide legacy benefits for this generation and all to come.

The purpose of this report is to explain how and why this conservation is taking place. To define the Habitat Agency in the context of its formation, function, and future. To acknowledge the achievements of its goals and objectives. And finally, to present the purpose and need for an update to its governing document, the Santa Clara Valley Habitat Plan.

**BACKGROUND**:

A Habitat Conservation Plan/Natural Communities Conservation Plan (HCP/NCCP) may be required when a project will result in direct take of a listed threatened or endangered species. The intent of the HCP/NCCP it to provide mitigation for the take when it occurs. "Take" is defined separately by state and federal wildlife agencies, but generally refers to a negative effect on a species of plant or wildlife that is listed on the Federal Endangered Species Act (FESA) or the California Endangered Species Act (CESA). An HCP/NCCP was required in July 2001 as part of State and Federal approval of several local transportation projects (U.S. 101 widening from San Jose to Morgan Hill, the U.S. 101/Bailey Avenue Interchange, Highway 85/U.S. 101 Interchange, and the Coyote Valley Research Park Plan). Since several projects were being required to complete an HPC/NCCP at the same time, and since there were many more projects in the foreseeable future which would face the same requirement, it was decided that the best approach would be to prepare a single large-scale plan to accommodate broad development in Santa Clara County.

Four local agencies (Valley Transportation Authority [VTA], County of Santa Clara, City of San Jose, and Valley Water) were subject to the initial requirement and jointly committed to the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS) to develop the HCP/NCCP. Initial work included development of a work plan and approval in 2004 of a Memorandum of Understanding among the four original co-permittee agencies (Co-Permittees). The four original co-permittees were joined in 2005 by the cities of Gilroy and Morgan Hill. The six co-permittees then signed a Planning Agreement with CDFW and USFWS in October 2005. Intense technical work on the Santa Clara Valley HCP/NCCP, now known as the Santa Clara Valley Habitat Plan (Plan), started in 2005.

In 2013, the Plan was approved, along with the formation of the Santa Clara Valley Habitat Agency (Habitat Agency) as a Joint Powers Authority (JPA) to oversee and implement the Plan. The JPA is managed by a Governing Board, consisting of eight members: two representatives of each of the four participating jurisdictions (the cities and the County). The Governing Board has two primary roles: adoption of Plan fees and approval of the annual budget. The Habitat Agency has a second board, the Implementation Board, which is responsible for making financial recommendations to the Governing Board, contracting approvals, land acquisition and grant funding review, approval of annual reports and additional tasks prior to submittal to the USFWS and CDFW (together, the wildlife agencies). The Implementation Board is composed of 11 members, consisting of two representatives from each of the participating jurisdictions, two representatives for Valley Water, and a single representative for VTA.

The Plan's HCP component is consistent with the FESA, which allows local agencies to approve projects in endangered species' habitats in exchange for identifying mitigation strategies based on a coordinated landscape scale plan for conserving endangered species and related natural habitat.

The Plan's NCCP component is the State counterpart to the Federal HCP and provides a means of complying with the CESA. The NCCP goes farther than the HCP in that it addresses not only mitigation of development impacts but also includes actions necessary to promote the long-term restoration and enhancement of species habitat areas, known as natural communities.

The purpose of an HCP/NCCP is to offer a more efficient process for protecting the environment and processing state and federal applications for local projects that may affect endangered species and natural habitat. Prior to the Plan, public entities and private developers evaluated projects individually. Endangered species regulations may require consultation with a variety of federal and state regulators to mitigate impacts to species and habitat loss. This can be a lengthy process for project proponents, involving considerable time and money and with uncertain outcomes.

Furthermore, mitigation in the absence of an HCP/NCCP does less to protect the environment because of its piecemeal approach, resulting in fragmented habitats that are less ecologically viable and more difficult to manage. As endangered species protections continue to expand in response to increasing development impacts, movement of non-native invasive species and climate change, there is a mounting need to provide an assured and balanced structure for development and resource conservation at a regional scale that can be sustained indefinitely. An HCP/NCCP meets this need by providing clear project costs, avoiding project delays due to consultation or permitting for impacts to protected plants or wildlife and creates a local mitigation solution that results in a comprehensive landscape scale conservation program which benefits all the co-permittees.

Since 2013, the Plan has provided instant and automatic take authorization for all covered projects within the Plan area with the completion and submittal of a Private Development Application Form or a Public Reporting form, and the payment of land cover and specialty impact fees.

**PLAN IMPLEMENTATION**:
The Habitat Plan programmatic take permits are shared by all co-permittees and are issued with the understanding that generally marginal habitat is being impacted, while better habitat is being protected, away from the threat of development. The Plan's Conservation Strategy makes this expectation clear as it strives for recovery of protected species locally and the presence of protected species within the Reserve System of land (all land protected by the Habitat Agency). The loss of some species in areas that are more impacted is offset by protecting, then improving the quality of habitat in the Reserve System. In this sense, the Plan is managed like a bank account. For every acre of land impacted by permanent development, one or more acres must be permanently protected from future development through the purchase of land or a conservation easement by the Habitat Agency. The ratio of acres protected to acres impacted varies by land cover type. Additional acreage is required to be protected and restored when especially sensitive resources are impacted. In each fiscal year (July 1 through June 30), the Habitat Agency documents total covered project impacts which have accrued within the Plan area (debits) and acres of land acquired or protected for conservation as well as restoration or enhancement actions completed (credits). Demonstrating compliance with the Plan through an annual report ensures that the Habitat Agency is keeping up with the Plan's conservation strategy and that the take authorization can continue throughout the permit term (50 years from inception). All annual reports are accessible on the Habitat Agency website: https://scv-habitatagency.org/328/Annual-Reports.

*Impacts and Take Authorization*

Since Plan adoption, the Habitat Agency and Co-Permittees have developed workflows and processes to improve efficiency of reporting impacts and documenting compliance with the Plan's requirements. Primarily documented in annual reports, the impacts accrued are compared with the conservation and restoration achieved with the funding provided through the assessment of land cover fees for those same impacts. Since 2013, a total of 410 individual projects have received automatic take coverage under the Habitat Plan in Santa Clara County. Cumulative permanent land cover impacts for all projects covered by the Plan in the first ten years of implementation total 2,712 acres. In that same period, 3,027 linear feet of streams (0.57-mile) were permanently impacted. The Plan assumes total land cover impacts for the entire 50-year permit term to be 17,975 acres. As the Plan is ten years old, the assumption is that 3,595 acres of land would have been permanently impacted by this time. The actual impact figure is 883 acres fewer than assumed, and this difference, which may likely represent an overestimation of impacts, is one of the issues which will be addressed in the proposed Plan amendment as discussed later in this report.

Of the 410 projects covered by the Plan as of the date of this report, 232 were private development activities, 154 were public projects, and 24 were projects conducted by Participating Special Entities (PSE's), outside agencies who voluntarily sought coverage under the Plan to streamline their projects. All of these projects and activities received automatic take coverage for impacts to listed species, meaning there was no delay for project review or permitting by USFWS or CDFW. The Plan also ensured certainty for these projects in terms of cost and conditioning. Development and construction plans could be drafted and completed with the knowledge that abiding by the Plan was all that was necessary to avoid consultation with the wildlife agencies.

*Conservation*

The Habitat Plan's Conservation Strategy describes how covered activity impacts are mitigated primarily through the conservation (protection) of land. Land which is acquired through the purchase of fee title or through a recorded conservation easement becomes part of the Reserve System of Land (Reserve System). The Reserve System includes land protected in four of the five major watersheds in the Plan area. The Habitat Agency's early focus on acquiring land of high conservation value has resulted in a mosaic of protected land, which includes over 15,000 acres of habitat occupied by one or more of the Plan's covered species. This conservation land exists in various locations across the Plan area extending from San Jose in the north, down to the Pajaro River south of Gilroy and in both mountain ranges that flank the valley. The Habitat Agency is active in managing these newly protected lands. General land management actions are necessary, such as installation and maintenance of fences, roads, culverts, and irrigation infrastructure; vegetation management; removal of debris, aging infrastructure and other nuisances; and property access management. Beyond those responsibilities applicable to all land management entities, the Habitat Agency has additional requirements to enhance the habitat within the Reserve System to make it more suitable for covered species. Enhancement includes installing and supporting native plant species, removal and control of invasive and exotic species and activities focused on improving ecosystem health.

In a demonstration of the Habitat Agency's commitment to the Conservation Strategy, land has been protected at an impressive rate, averaging over 1,400 acres per year for the first ten years of implementation. Many acres of the highest value conservation lands in the most critical locations have already been secured. Continuing at this rate will give all protected plant and wildlife species the greatest chance at recovery. A current map of the Reserve System is available on the Habitat Agency website at this link: https://scv-habitatagency.org/213/Reserve-System

With the Reserve System now protecting 15,000 acres of land, the Plan is a full 40% ahead of its conservation target. By this time in Plan implementation, it was anticipated that only 9,000 acres would have been protected. This land acquisition success is due in part to impact fees being collected, which fund the Habitat Agency operations and land management, while allowing staff to focus on state and federal grants for land acquisition. But as mentioned above, with a reduction in total acres of land being impacted than was anticipated, there is a corresponding reduction in fees being collected. This challenge, and a recommended solution to it, is discussed in the Plan Amendment Funding and Future Costs section below.

*Restoration and Enhancement*

The habitat restoration requirements of the Plan are intended to offset impacts to aquatic resources resulting from development in the Plan area, and to aid in the recovery of the species which rely on those resources. Since 2013, the Habitat Agency has completed seven habitat restoration projects in ponds, wetlands and stream corridors. These restoration sites are located on the east side of Santa Clara Valley (Diablo Range – Coyote watershed), on the west side of the Valley, (Santa Cruz Mountain foothills – Alamitos watershed), and also on valley floor lands in the Pacheco Creek and Pajaro watersheds. Cumulatively, restoration projects have restored 9 acres of riparian woodlands, 9 acres of sycamore alluvial woodlands, 8.9 acres of perennial and seasonal wetlands and ponds, and 3.4 miles of streams. Restoration projects have improved habitat for 8 of 18 covered species— western burrowing owl, California red-legged frog, California tiger salamander, western pond turtle, least Bell's vireo, tri-colored blackbird, Mount Hamilton thistle, and Coyote ceanothus. One project improved a regional wildlife connection between the Diablo Range and Santa Cruz Mountains, and another one enhanced wildlife movement under SR-152 In addition to providing benefits to covered plant and wildlife species, the habitat improvements realized through effective restoration benefits all plant and wildlife species occurring in the vicinity of these projects.

In addition to restoration projects, general habitat conditions have been improved throughout the Reserve System of land through focused and careful land management practices. Managing grasslands to benefit our covered plant species and Bay checkerspot butterfly is an ongoing task occurring on thousands of acres of protected land. Clearing trash and debris from the landscape, as well as targeting invasive plant and wildlife species for removal ensures the best chances of all covered species to survive and thrive in the Reserve System.

*Monitoring and Research*

In addition to funding significant land conservation, restoration and enhancement, the Habitat Agency has used available funding to conduct research on covered species, wildlife connectivity and monitoring

of resources. Several studies, ranging from species surveys and occurrence tracking for covered plants (smooth lessingia, jewelflowers and Tiburon paintbrush) and herptofauna (California red-legged frog and California tiger salamander) to wildlife movement (mountain lion, tule elk) to adaptive management based on tracking impacts following wildfire (Coyote Ridge) are playing an important role in the Habitat Agency's understanding of the current and changing conditions of the landscape within the Plan area. Links to early research and monitoring projects can be found on the Habitat Agency's website, which is updated regularly.

*Plan Implementation Success*

As described in the Annual Reports, the Habitat Agency is meeting most of its early success criteria. It exceeds the Plan's proportional requirements for land protection and habitat restoration, which are the key and foundational metrics for gauging such success. Land acquisition and restoration are, in fact, the primary means of determining that mitigation has truly been provided for impacts which have occurred in the past ten years. Not only has the Habitat Agency protected 40% more acreage than required at this point in implementation, but it has also protected more than 100% of the minimum required acres of all specified natural communities on which our covered species rely. By nearly all measures, the Habitat Agency is outperforming its expectations to the collective benefit of the co-permittees.

**PROPOSED MAJOR AMENDMENT**:

As described above, careful monitoring of covered projects, the efficient use of fees and grants to advance the Conservation Strategy, and detailed compliance reporting, the Habitat Agency has been successful in meeting early goals and objectives of the Plan, particularly for land acquisition and restoration. However, continued success means that some components of the Plan must be adjusted from what is currently allowed or required. For example, covered activity impacts are approaching take limits specified in the Plan for the burrowing owl, kit fox and other species and habitat types. These take limits can only be adjusted through a formal amendment to the Plan. The Plan does not cover all special status species within the permit area as some species like Swainson's hawk are expanding their range, while others already in the area are now candidate species (mountain lion and western monarch) for listing under ESA or CESA. For the Plan to remain useful and effective for the co-permittees, new species must be added for coverage. Otherwise, project proponents will have to revert to the processes that were in place prior to the Plan approval, whereby certain species and habitats are covered and some are not, and consultation with regulatory agencies and additional mitigation could become necessary.

The first few years of Plan implementation have required several modifications, clarifications, and interpretations to address ambiguities and strengthen policy. Revising some Plan sections would make it easier to understand for new staff members of the co-permittee agencies who help administer the Plan. Also, the success of the Plan has led to discussions about whether more of the land within Santa Clara County can be covered for impacts or considered for enrollment in the growing Reserve System of land. This would require an expansion of the existing Plan boundary. All these issues, plus several more detailed below, have driven the Habitat Agency to prepare a Plan amendment.

A formal public draft of the entire proposed Plan amendment is not yet available, as final agreement on the individual co-permittee needs and preferences has not yet been reached. This report is intended to present the proposed changes to stakeholders in advance of the actual consideration of a Plan amendment. A list of the proposed changes to the Plan is provided below. A more detailed explanation of the more complex or novel changes will follow this list.

- Add new species for coverage, including:
    - Crotch's bumblebee
    - Western monarch butterfly
    - Swainson's hawk
    - Central coast mountain lion
    - American badger
    - Loggerhead shrike
    - Large marble butterfly
- Expand the Plan Area boundary to the northwest to provide coverage for public projects being conducted by the Co-Permittees on land they own.
- Expand the Plan Area boundary to the northeast for conservation only, allowing for the potential enrollment of land into the Reserve System.
- Eliminate the Private Development Areas Map to expand coverage to all private development projects occurring on parcels over two acres in size.
- Add Valley Water's Stream Maintenance Program elements as covered activities.
- Add the California Vegetation Treatment Plan components as covered activities and provide for instances where vegetation management may be considered a beneficial action.
- Streamline annual mowing coverage to address impacts to new pollinator species.
- Formally incorporate guidance and determinations made by the Habitat Agency through past Clarifications and Interpretations of the Plan.
- Reconsider status of the Burrowing Owl Conservation Strategy and request additional permanent take acres of occupied habitat.
- Begin tracking land cover impacts at the natural community level as opposed to specific land cover types identified in the Plan.
- Consider revising how land cover impacts are tracked to be consistent with more recent regional HCP/NCCPs, to allow more flexibility in take limits for less sensitive land cover types, and to reduce application and reporting levels of effort.
- Reset temporary impacts clock every five years to avoid non-compliance with temporary take limits to habitat.
- Add critical habitat analysis for foothill yellow legged frog, western pond turtle, and any other species for which critical habitat is established while the Habitat Plan amendment is under way.
- Allow alternatives to a conservation easement as the only mechanism to protect land owned by the Habitat Agency.
- Seek restoration credit for passive actions such as fencing to restrict cattle or pigs from sensitive habitats.

- Remove smooth lessingia survey requirements (due to success of protection by the Habitat Agency).
- Remove project-specific San Joaquin kit fox survey requirements by co-permittees in favor of a single annual survey for the species conducted by the Habitat Agency.
- Update Condition 11 related to stream setback exceptions for development. This would include elimination of the absolute minimum setback because it is unenforceable by the Habitat Agency.
- Add bird-safe and exterior lighting designs as avoidance measures, if possible.

The following six proposals are described in more detail below:

1. *New Species Proposed for Coverage*

Amending the Plan to address early challenges in implementation offers the opportunity to reevaluate the covered species list and propose new species for coverage. Periodic re-evaluation is important and necessary when considering the many environmental threats facing an expanding list of local plants and wildlife. In the past ten years, several new species have been proposed for listing under CESA and ESA. If any of these species become listed, but are not covered by the Plan, then projects and activities affecting these species may require additional consultation and mitigation from project proponents. If that should occur, it would undermine the assurances of the Plan for expeditious project review and certainty of agreed avoidance measures and impact fees.

Species considered in the evaluation process for the Habitat Plan amendment consisted of special-status species:

- That were not previously evaluated in the original Habitat Plan;
- With a change (or proposed change) in regulatory listing status;
- With range expansion into the study area;
- With the potential to be impacted by newly identified covered activities; and/or
- That were of interest for take coverage to the Habitat Agency or the Technical Advisory Committee (TAC).

Special-status species which were evaluated and excluded in the original plan because they did not meet any of the five criteria above were not reevaluated. Once selected for evaluation, each new species was assessed based on a set of criteria described in the original Habitat Plan (Section 1.2.4, Covered Species, subheading Covered Species Criteria). These criteria are as follows:

a. Range – the species is known to occur in the Plan area based on credible evidence, or is expected to occur in the Plan area sometime during the permit term (e.g., range expansion or reintroduction)
b. Status – the species is: listed or proposed for listing under the ESA; listed or candidate for listing under the CESA; listed as rare under the Native Plant Protection Act; or is expected to be listed under one of these acts within the permit term.
c. Impact – the species or its habitat would adversely be affected by covered activities

d. Data – sufficient data on the species' life history, habitat requirements and occurrence in the Plan area are available to adequately evaluate the impacts on the species and develop conservation measures to mitigate those impacts.

For species that met all the above criteria, a final screening criterion was whether coverage for the species is deemed necessary by the Habitat Agency and its co-permittees. For example, if there is interest in adding a species with a low potential to meet some of the above criteria but the species generally fit within the existing conservation strategy, will benefit from inclusion in the Plan, and will not significantly increase the cost to implement the Plan, then it could be included as a covered species.

Based on the above criteria, the following list of the seven species is currently being proposed for coverage under the Plan amendment.

I. Western monarch butterfly (*Danaus Plexippus)*
This species occurs widely as migrants in the Plan area and some breeding is known, though overwintering sites are not known to occur in the Plan area. Following decades of decline in abundance, the USFWS determined in 2020 that listing the species in the ESA as either threatened or endangered is warranted but precluded pending other higher priority listing considerations. This means the species remains a candidate for listing and on an annual basis, listing is reconsidered. A final listing decision is possible in 2024. A conservation strategy for this species would likely consist of protecting and enhancing suitable habitat in many locations and elevations within the Plan area. As a pollinator, it may be impacted wherever its host plant (milkweed) occurs. Because milkweed is ubiquitous in the Plan area, many projects would have the potential to impact this species. A conservation strategy for monarch would include land protection and enhancement.

II. Crotch's bumblebee (*Bombus crotchii)*
This species occurrence in the Plan area is becoming better understood through increased interest and documentation of sightings by biologists and the general public, who are utilizing new software that can confirm species identification. It has been extirpated from most of its historic range, and a petition for ESA listing was submitted in 2018 and resubmitted in 2021 after litigation over the listing of invertebrates resulted in a decision that invertebrates can be listed under the ESA. If covered by the Plan through an amendment, a conservation strategy would be very similar to the one being developed for monarch butterfly. In fact, it is possible that a single conservation strategy for pollinators would benefit many of them. Land protection would be similar, as would enhancement actions.

III. Large marble butterfly (*Euchloe ausonides ausonides)*
This species was petitioned for listing as endangered under the ESA in December 2023. It occurs in the Plan area but is not well understood. Its host plants are mustards, including both native and introduced species. Although it does not meet all the criteria for coverage, its inclusion in the Plan would fit well with the overall conservation strategy and only habitat enhancement is anticipated to be required to mitigate potential impacts to this species.

IV. Swainson's hawk (*Buteo swainsoni)*
This species has recently begun breeding in the Plan area. The species range is expanding and breeding is expected to persist and be consistent from year to year. The species is listed as threatened under the CESA and protected by the Migratory Bird Treaty Act (MBTA) and the Raptor Act. However, when a project may result in impacts to this species, the only path forward currently is through consultation with one or both wildlife agencies. Coverage under the Plan would avoid the need for consultation and streamline permitting when nest sites are threatened.

V. Loggerhead shrike (*Lanius ludovicianus*)
This species occurs in the Plan area but is not abundant. CDFW considers this bird to be a species of special concern, and due to the species threats from development and land conversion, it has a moderate to high potential to become listed in California within the remainder of the permit term. Like many new species being proposed for coverage through the Plan amendment, loggerhead shrike would benefit from land conservation being implemented by the Habitat Agency. If covered, pre-construction surveys would be required as they are for other avian species covered by the Plan or the MBTA.

VI. Central coast mountain lion (*Felis concolor)*
This species occurs widely within the Plan area. In the fall of 2022, the Central Coast Distinct Population Segment (DPS) was proposed for CESA listing. This is primarily due to habitat fragmentation and infrastructure preventing this sub-species from moving between the Santa Cruz Mountains and the Diablo Range. The inability to freely move between the two ranges has resulted in an isolation of the DPS from the larger genetic pool in the Diablo Range. This species will benefit from ongoing land conservation, as well as the enhancement actions within and outside the reserve system to facilitate movement across roads and other infrastructure.

VII. American badger (*Taxidea taxus*)
Like the mountain lion, the American badger occurs widely throughout the Plan area and is similarly impacted by habitat fragmentation. Roadside mortality of this species is high in the Plan area, especially in the Pacheco and Pajaro watersheds. The Amercian badger will continue to benefit from land conservation and improvements to existing road under crossings, such as culverts or bridges.

2. *Reduction in survey requirements/commitments for currently covered species*

Reducing the survey requirement areas for least Bell's vireo and tricolored blackbird based on updated habitat mapping, which more narrowly defines their known habitat types, will reduce the cost and effort associated with this requirement. Similarly, the Habitat Agency has proposed, and the wildlife agencies have agreed to eliminating project-specific wildlife surveys for kit fox in lieu of the Habitat Agency funding annual surveys for the species in select locations. The wildlife agencies have also agreed to eliminate survey requirements for smooth lessingia due to early conservation success for that species by the Habitat Agency. Through successful protection of known occurrences, tens of millions

of these plants have room for continued viability on thousands of acres of protected habitat within the Reserve System.

*3. Increased take limits for certain habitat types*

Although the cumulative impacts to date have been lower than anticipated, there are some habitat types which have been converted at a faster rate than others. The Plan take limits apply to both permanent and temporary impacts. Land cover types that are approaching or exceeding the Plan permanent take limits include coyote brush scrub and barren lands, not land cover types critical for any of our covered species. These two land covers have very narrow definitions and have been mistakenly applied as impacted, so the Habitat Agency proposes a change in the definition and an increase in the take limit for these two land covers. In addition, the Habitat Agency proposes to begin tracking impacts at a natural community level (a broader definition) in all cases except for sensitive land covers (i.e. serpentine, aquatic resources). This will avoid accrual of impacts to coyote brush and barren lands that is out of step with the impact rates of the rest of the land cover types.

Temporary land cover impacts that are approaching take limits or are accruing faster than anticipated include: freshwater marsh, pond, agriculture (general), and golf course/urban parks. Temporary impacts to land cover do not require land conservation or restoration for mitigation, and land cover fees are greatly reduced if projects can demonstrate the impacts are truly temporary. When the Plan was being developed, the co-permittees believed these impacts, largely inconsequential, would have take limits that would reset every few years. This proposal was not included in the final version of the Plan for reasons that are unclear. However, since these take limits apply to land cover impacts that are not significant, the Habitat Agency proposes to establish a five-year reset of temporary take limits to avoid confusion in the future regarding the need to address potential exceedance of any temporary take limit. The wildlife agencies have agreed to this approach.

Also proposed is the tracking of impacts based on their occurrence within a natural community as opposed to an individual land cover type. This approach would be consistent with more recent regional HCP/NCCPs, to allow more flexibility in take limits for less sensitive land cover types, and to reduce application and reporting levels of effort. Placer and Yolo Counties both track land cover impacts at the natural community level except for land cover types that need to be more closely tracked due to mitigation requirements (e.g., aquatic impacts). This would help resolve the coyote brush issue take limit exceedance and simplify compliance while not affecting the biological value of the Habitat Plan.

*4. Beneficial actions and temporary impact monitoring*

Another consideration for reporting of land management actions is incorporation of beneficial actions, such as those identified in the California Vegetation Treatment Program (CalVTP). CalVTP was developed by the California Board of Forestry and Fire Protection (a Governor-appointed body within the California Department of Forestry and Fire Protection [CalFire]) to identify practices and procedures intended to reduce fuel loads and manage landscapes to be more fire resilient. Many actions mimic the effects of natural fire, which improves habitat conditions for native species which have evolved to rely on periodic wildfires. The program identifies the beneficial effects of certain land management actions such as mowing, fuel load reduction, invasive plant species control and prescribed burning in deterring

or, in some cases, replicating the effects of wildfire. The CalVTP EIR determines that efforts to reduce the threat of catastrophic wildfire in the state are broadly beneficial for local species habitats, ecosystem health, and climate change. The EIR identifies a mitigation measure to survey for and avoid where possible direct impacts to special status species wherever the work is conducted. Because the Plan already provides compliance with these measures, incorporation of CalVTP-identified land management actions should be approved as covered activities that are consistent with the existing conservation strategy and not subject to impact fees.

The amended Plan will broaden the definition of conservation actions and tie them directly to CalVTP and other similar programs, whether they occur within or outside the Reserve System, and establish reporting criteria for them such that co-permittees may conduct these activities to mutual benefit. New Plan conditions and avoidance and minimization measures will ensure the projects are implemented as envisioned and consistent with CalVTP guidelines.

5. *Burrowing Owl*

The Plan anticipated that the local recovery of burrowing owls would be challenging, with an uncertain outcome, and that it would become state listed under the CESA sometime within the permit term. These scenarios appear to bear out as the local population has been in steep decline and a petition for listing the species as threatened has recently been submitted to CDFW. As of the date of this report, 86% of permanent impacts to occupied burrowing owl habitat have been realized, though the Plan is only 20% of the way through its permit term. Although the Plan is ahead of conservation requirements for occupied burrowing owl habitat (34% achieved to date), due to development pressures in San Jose, there are fewer opportunities to protect additional occupied habitat. To compound this, the owls no longer exist at all in the three reference sites identified in the Plan, and breeding habitat has shrunk in all but one reporting year since the adoption of the Plan.

As of the date of this report, only one site in the Plan area is still experiencing natural recruitment and successful rearing of burrowing owls. This site is the San Jose/Santa Clara Regional Wastewater Facility Bufferlands (RWF), over which the Habitat Agency has just recorded a protective 200-acre conservation easement (CE). The CE was made possible through a land-in-lieu of fees exchange, by which burrowing owl impact fees due from San Jose for the implementation of public projects in the vicinity of the CE have been offered as a land encumbrance dedication.

Because the Plan anticipated challenges in covering impacts to burrowing owl, the conservation strategy for this species identifies three tiers of actions to help recover the species. Tier 1 conservation actions require identification and protection of occupied nesting habitat. The Habitat Agency immediately began managing 200 acres of land at the RWF and an additional 720 acres at the Don Edwards Reserve at Warm Springs. Despite initial success, and following years of land management, the population has been declining steadily since 2017. This reality meant that the Habitat Agency needed to move into Tier 2 conservation actions, which include additional protection of modeled and potential habitat. These actions have produced no slowing of the decline, so the Habitat Agency embarked on Tier 3 conservation actions, which include captive rearing, captive breeding and relocation/translocation of owls from occupied habitat to suitable modeled habitat. The Tier 3 actions

have produced the first increase in local owl population since 2017, but with only two years of data, it is not clear how successful the program will be in the long term.

Due to the early onset of impacts to occupied burrowing owl habitat, the Habitat Agency has accumulated considerable funding to support the Tier 3 activities for several years. But with only 36 acres of permanent take remaining to authorize, it is unlikely that the Plan can satisfy the needs of the co-permittees for additional permanent impact take for the next 40 years. In consultation with the wildlife agencies, the Habitat Agency proposes to increase the number of acres of permanent take which can be authorized through the Plan from its current remaining 36 acres. A final figure of additional acres of take has yet to be determined.

Conversations with the wildlife agencies have revealed that any additional acres of take coverage for burrowing owls could only be approved contingent upon an expansion of the BUOW Fee Zone around the RWF Bufferlands Conservation Easement. Careful and consistent monitoring of this critical breeding site over the past decade has shown that this local population of owls routinely travels farther than 0.5-mile from a nest site for breeding season foraging. With the collapse of available foraging land within a 0.5-mile radius of active nests (land is being developed), this population has been documented to travel up to one mile from active nests for foraging. If the take limit is increased, then the wildlife agencies would require that the "occupied habitat" designation includes a one-mile radius buffer around the active nests as opposed to a 0.5-mile radius buffer (Attachment A). Because the expanded foraging area between 0.5 and 1.0 mile is not where the owls will spend the majority of their foraging time, the Burrowing Owl Specialty Fee in the expanded area would be half of the per-acre fee as that for the original occupied habitat.

6. *Expansion of Plan area boundary*

The existing Plan boundary is 519,506 acres in size, occupying approximately 62% of Santa Clara County. During development of the Plan, two significant areas of the County were removed from potential coverage; one in the northeast because very little development was envisioned there, and another in the northwest because most of that land consists of urbanized city jurisdictions or it is the sparsely developed eastern slope of the Santa Cruz Mountains. These two areas are now being reconsidered for limited coverage as discussed below and depicted as the Expanded Conservation Study Area and the Expanded Study Area for Select Public Projects. (Attachment B)

Expansion of the Plan boundary to the northwest is proposed for select project coverage. This means no private development would automatically be covered in this new study area, but most public projects and activities conducted by the co-permittee agencies would be covered. In this area, Valley Water has requested coverage of management and maintenance of three new dam locations, expansion of their pipeline maintenance program and inclusion of their stream maintenance program. The analysis includes several miles of new stream length which could potentially be impacted. Santa Clara County Parks Department and the Roads and Airports Division have also requested coverage in the northwest expanded Plan area for public projects. Within this expanded Plan area, other public and private project proponents may request coverage as Participating Special Entities.

The Expanded Study Area for Select Projects would be created by moving the existing west Plan boundary further west and out to the Santa Clara County boundary. This area includes 150,506 acres of land, a considerable portion of which is comprised of incorporated cities which are not partners in the Habitat Plan. The remainder is unincorporated Santa Clara County land. Expansion into this area would provide direct benefits to VTA, ensuring coverage for several planned projects along Highway 17, which are not currently within the Plan boundary.

Achieving the land conservation goals in the original study area has been challenging due to the competitive and expensive nature of the real estate market. To address this need, the amended study area will include an expanded study area for conservation only. Expansion of the Plan boundary to the northeast would extend the current Plan boundary out to the existing County line. Within this area, coverage is only proposed to allow for land acquisition for conservation purposes. The amount of land in the Expanded Study Area for Conservation is 124,978 or 15% of Santa Clara County.

**PLAN AMENDMENT FUNDING AND FUTURE COSTS:**

Funding for the Plan amendment has been fully secured by the Habitat Agency through two USFWS Endangered Species Act Section 6 grants, administered by CDFW. These grants were approved by the Santa Clara Valley Habitat Agency Governing Board in 2021 and 2022. Additionally, Valley Water is paying for benefits they specifically receive through the amendment, which do not benefit the other partners, mostly through expanded coverage for project and activities which these entities have requested. Aside from Valley Water, no other co-permittees are providing direct funding for the Plan amendment.

A cost analysis for all the changes proposed in the amendment will be conducted in the same manner that was used during the preparation of the original Plan. The Cost Model will consist of an assumption of the new total cost of the Plan divided by the expected acres of impacts by land cover and fee zone types. The resulting per-acre fee figures are not expected to increase much following the Plan amendment. Additional costs associated with new wildlife species being covered will result from the conservation strategy expenses associated with each species. But the other changes being proposed in the Plan amendment would not result in an increase in the cost of managing the Plan and may even result in cost savings since they are primarily intended to increase the efficiency of Plan implementation.

As mandated in the Plan, the Habitat Agency conducts a five-year fee review to ensure that the per-acre land cover and specialty fees remain aligned with land management and administrative costs, as well as with wage increases, inflation and changing land values. The first fee review was completed in 2018, and the second is being finalized now, based on information collected between 2018 and the 2023/2024 fiscal year. Therefore, this Plan amendment will benefit from very current budget information to inform future fee assessments based on more accurate land acquisition and management costs.

As mentioned in the Plan Implementation Section above, there has been an overestimation of land cover impacts anticipated by the Plan with respect to actual development which has occurred in the

first ten years (20% of the permit term). In total, 24% fewer acres of land have been developed than was envisioned by the Plan. Unfortunately, the Conservation Strategy (Chapter 5) and minimum land protection, enhancement and restoration requirements are tied to the existing assumptions in the Plan and not to the reality of development patterns in the Plan area that are now being understood.

The Plan assumed the Habitat Agency would be taking in approximately $7.3 million in land cover fees each year. However, the average total land cover fees received by the Habitat Agency has been $5.2 million per year. This reflects the reduced land cover impacts mentioned above and is roughly proportional at about 29% less fee funding.

There are several potential reasons for the unrealized land cover impacts through the Plan's first ten years of implementation. These factors predate the Covid pandemic, as the reduced impacts were first realized in 2015, and three significantly smaller fiscal years occurred prior to the quarantine. The unrealized impacts seem to speak to a general trend in new development being focused on downtown, infill and urbanized areas. It reflects the recent zoning restrictions associated with open space and agricultural designations in Coyote Valley. It also reflects the City of Gilroy's new urban growth boundary which creates an agricultural and open space perimeter around the existing developed areas.

All of these factors taken together, plus some factors not fully understood, have revealed a development paradigm that is impacting fewer acres of natural lands and instead largely results in new development of valley floor lands, such as agricultural, rural and urban/suburban areas. The plant and wildlife species covered by the Plan generally benefit from this development paradigm, because fewer acres of their prime habitat are being converted. But the reduced overall impact means that there is a reduction of all land cover types and in all areas of the Plan. The Plan's Conservation Strategy, and the funding model built for it, over-estimated the mitigation need.

As detailed in the Fiscal Year 2022-2023 Annual Report for the Habitat Agency, after ten years of implementation, the Habitat Agency has provided permanent take coverage for 2,712 acres of development across the Plan area. This figure is 883 acres short of the land conversion expectations that drive the Plan conservation and restoration requirements. Because the Habitat Agency has protected 40% more acres of land with 37% less funding, it is outperforming its cost model. This is good news to date but is unsustainable in the long run. At some point, the impact assumptions must be realigned with the realities of the development in Santa Clara County. The Plan amendment will address this need in a revision of Chapter 4 (Impact Analysis and Level of Take). By adjusting the take assumptions downward, the cost of the Conservation Strategy will be reduced because fewer acres of land will need to be protected, enhanced and restored. For this reason, the overall per-acre fees currently assessed on land cover impacts will most likely not rise, or if they do rise, the increase will not be significant.

**MEMORANDUM OF UNDERSTANDING (MOU):**

The Habitat Agency and the co-permittees agreed to an MOU (Attachment C) to define their individual roles and responsibilities, explain their relationships, and establish a process for resolving disputes and addressing issues that might arise in Plan implementation. Section 8 of the MOU discusses Plan

amendments. It calls for any Local Partner (including the Habitat Agency) desiring to amend the Plan and/or its Permits, to notify every other co-permittee and for everyone to meet and confer regarding whether or not to proceed. The Habitat Agency has been coordinating this effort with the co-permittees through meetings with the Technical Advisory Committee, the Implementation Board, and the Governing Board, all of which have co-permittee representation. Section 8(e) states:

*"Any decision to seek an amendment to the Habitat Plan and Permits, and the cost allocation associated with the amendment, shall be approved by the governing bodies of all of the Local Partners before any work is begun or any costs are incurred in relation to the amendment. Any Local Partner that commences work on an amendment prior to this proceeds at its own risk".*

Consistent with this section of the MOU, the Habitat Agency is now requesting approval to proceed with the proposed Plan Amendment from each of the co-permittee agency governing bodies. Completing the Plan amendment process will take time, as identified in the schedule below. There will continue to be a significant level of coordination between the Habitat Agency and the co-permittees. Now that the scope of the Plan amendment is generally agreed upon, as set forth above, the Morgan Hill City Council is being presented with a scope of the proposed Plan amendment for consideration.

**HABITAT PLAN AMENDMENT SCHEDULE:**

| | 2022 | | | | 2023 | | | | 2024 | | | | 2025 | | | | 2026 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 |
| Confirm Proposed Amendments to the Plan | | | | | | | | | | | | | | | | | | |
| Complete Admin Draft of the Amended Santa Clara Valley HCP/NCCP | | | | | | | | | | | | | | | | | | |
| Public Draft of the Amended Santa Clara Valley HCP/NCCP | | | | | | | | | | | | | | | | | | |
| Complete Admin Draft NEPA/CEQA Document | | | | | | | | | | | | | | | | | | |
| Public Draft NEPA/CEQA Document and Public Review | | | | | | | | | | | | | | | | | | |
| Prepare Final Amended Santa Clara Valley HCP/NCCP and NEPA/CEQA | | | | | | | | | | | | | | | | | | |

**CONCLUSION**

The purpose of this report is to ensure that the co-permittee governing bodies are informed about the history and early implementation of the Habitat Plan, as well as the rationale for the proposed first major amendment to the Habitat Plan being contemplated by the Habitat Agency. At this time, the Habitat Agency is pleased to present the proposed major amendment of the Habitat Plan to the Morgan Hill City Council.

**ACTION:**

The Habitat Agency requests that the Morgan Hill City Council approve pursuit of the Plan amendment as presented. If approved, the Habitat Agency Implementation and Governing Boards may approve a final Plan amendment upon its completion of environmental review.

SANTA CLARA VALLEY
HABITAT AGENCY

# Major Amendment to the Santa Clara Valley Habitat Plan

2025

SANTA CLARA VALLEY
HABITAT AGENCY

City of Gilroy
City of Morgan Hill
City of San José
County of Santa Clara
Santa Clara Valley Water District
Santa Clara Valley Transportation Authority

# New Special Status Species

## Seven new species proposed for coverage

- Large marble butterfly
- Western monarch butterfly
- Crotch's bumblebee
- Swainson's hawk
- Loggerhead shrike
- American Badger
- Central coast mountain lion



SANTA CLARA VALLEY
HABITAT AGENCY

City of Gilroy

City of Morgan Hill

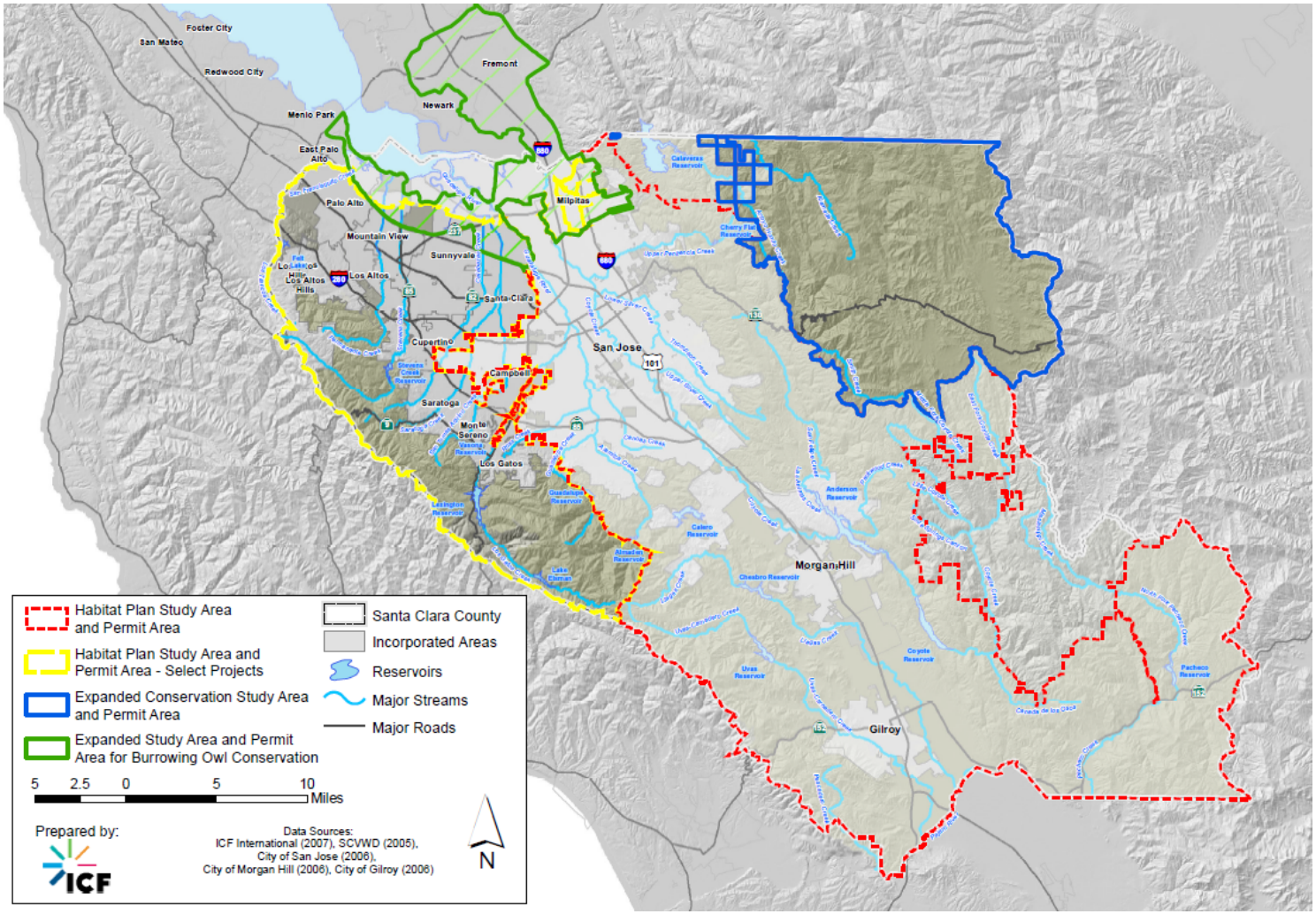
City of San José

County of Santa Clara

Santa Clara Valley Water District

Santa Clara Valley Transportation Authority

# Expanded Plan Coverage Area



SANTA CLARA VALLEY
HABITAT AGENCY

City of Gilroy
City of Morgan Hill
City of San José
County of Santa Clara
Santa Clara Valley Water District
Santa Clara Valley Transportation Authority

# Amendment Funding and Future Costs

- Amendment is fully grant funded.
- If approved, most changes are cost-neutral.
- Cost of the Plan would only increase when the conservation strategy is updated for newly covered species.

  Potential new land acquisition, enhancement, management and monitoring costs.
- Cost increase is likely to be offset by an adjustment in future impact assumptions.



SANTA CLARA VALLEY
HABITAT AGENCY

City of Gilroy

City of Morgan Hill

City of San José

County of Santa Clara

Santa Clara Valley Water District

Santa Clara Valley Transportation Authority

# Plan Amendment Schedule

| | 2022 | | | | 2023 | | | | 2024 | | | | 2025 | | | | 2026 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 |
| Confirm Proposed Amendments to the Plan | | | | | | | | | | | | | | | | | | |
| Complete Admin Draft of the Amended Santa Clara Valley HCP/NCCP | | | | | | | | | | | | | | | | | | |
| Public Draft of the Amended Santa Clara Valley HCP/NCCP | | | | | | | | | | | | | | | | | | |
| Complete Admin Draft NEPA/CEQA Document | | | | | | | | | | | | | | | | | | |
| Public Draft NEPA/CEQA Document and Public Review | | | | | | | | | | | | | | | | | | |
| Prepare Final Amended Santa Clara Valley HCP/NCCP and NEPA/CEQA | | | | | | | | | | | | | | | | | | |

CITY OF MORGAN HILL

**City Council**

**Meeting Minutes**

*Mark Turner - Mayor*
*Yvonne Martínez Beltrán - Mayor Pro Tem*
*Soraida Iwanaga - Council Member*
*Marilyn Librers - Council Member*
*Miriam Vega - Council Member*

---

**Wednesday, April 2, 2025 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 6:01 p.m.

## ROLL CALL ATTENDANCE

Deputy City Clerk Kim Mancera called the roll.

| | |
|---|---|
| **PRESENT** | Mark Turner, Yvonne Martinez Beltran, Soraida Iwanaga, Marilyn Librers, Miriam Vega |
| **ABSENT** | None |

## DECLARATION OF POSTING AGENDA

Deputy City Clerk Kim Mancera declared the posting of the agenda.

## SILENT INVOCATION

## PLEDGE OF ALLEGIANCE

## PROCLAMATIONS

Arts, Culture, and Creativity Month
Donate Life Month
Earth Day

Parkinson's Awareness Month
Women's History Month

## PRESENTATIONS

YAC Presentation
VTA Presentation

## CITY COUNCIL REPORTS

Council Member Iwanaga attended her first South County Regional Wastewater Authority (SCRWA) meeting, the Joint Water Resource Committee and Valley Water meeting, a presentation on the health status of Morgan Hill, and a virtual Cal Cities session on cybersecurity. She plans to tour several Valley Water facilities and, in a few weeks, travel by train to the Cal Cities City Leaders Summit in Sacramento.

## CITY MANAGER'S REPORT

City Manager Christina Turner provided the following updates:

Update on LAFCO meeting on the South County Fire District.

The City submitted the 2024 Housing and General Plan Annual Progress Report (APR) to the State by the April 1st deadline, detailing its progress in implementing its Housing Element and meeting its Regional Housing Needs Allocation (RHNA). The City's RHNA allocation through 2031 is 1,037 units; out of this amount, the City has met the RHNA requirements for 815 units to date, leaving 324 units left to meet the City's RHNA requirements. Due to the City's progress in meeting RHNA requirements, Morgan Hill is not currently subject to SB 423/SB35 (Streamlined Ministerial Approval Process for multifamily housing developments) through 2027.

Registration is now open for the Morgan Hill Police Youth Academy in partnership with our Explorer Post 811. This week-long summer program, June 10-13, provides an opportunity for local teens to explore the various roles and responsibilities of law enforcement career options and acquire a deeper understanding of community engagement and policing. This experience creates a positive environment for teens to engage in social, educational, and physical activities while promoting teamwork and an opportunity to build relationships with their peers. Our Youth Academy is open to teens between 14 and 18 who reside in or attend school in the 95037 zip code. For any questions or additional information, please visit the City's website.

Our Council Chamber A/V equipment replacement and upgrade project will begin in a couple of weeks and be completed in May. As a reminder, the improvements include an assistive listening system, new projectors, screens at the dais for improved visibility, and higher-quality video output.

The next Coffee with the Mayor event will be on Saturday, April 26th, at 8:30 a.m., in the Council Chamber.

Check out the Morgan Hill Parks and Recreation Summer Camp offerings. This Saturday, from 10 a.m. to noon, at the Railroad Park in Downtown, Recreation will host a Summer Camp Expo where parents and youth can learn about our fun and unique summer recreation offerings.

The City of Morgan Hill Ethics Poster will be available for the City Council to sign tonight at the Council meeting. We update the poster annually and have all employees read and acknowledge it by signing the surrounding matting.

She introduced and recognized our newly hired, promoted, and retired teammates.

New Hire, Promoted, and Retired Employee Recognitions

## CITY ATTORNEY'S REPORT

None.

## OTHER REPORTS

Council Member Vega mentioned that she attended her first Valley Water meeting. She is looking forward to a tour of their water facilities. She also participated in the 10k Wildflower run.

Council Member Librers mentioned she attended her first South County Youth Task Force meeting. She serves on the Santa Clara Valley Habitat Agency Boards. This year she was nominated as Chair of the Governing Board. She attended a luncheon for Women of the Year, her first training about Cal Train, a policy committee meeting regarding transportation, and the Wildflower run, where she handed out the medals to the participants. She expressed the need for more trains, expanding the freeway, or more VTA service in South County.

Mayor Pro Tem Martinez Beltran announced that Senator Dave Cortese awarded her Woman of the Year. She thanked the community, her colleagues, City staff, and her family for all their support. She attended the Latinas Contra Cancer. She celebrated with the Silicon Valley Islamic Center for their annual celebration of Ramadan. She attended an anti-hate press conference. She attended the Wildflower run. She attended the Assembly Member Pellerin's Women of the Year luncheon.

Mayor Turner shared that he has been working with Valley Water on fire protection and water resources. He attended the LAFCO meeting today. He discussed the LAFCO Board vote of 6-1 to dissolve the South Santa Clara County Fire District. Central Fire will now take over this district.

## PUBLIC COMMENT

Public comment opened at 7:10 p.m. The following people were called to speak:
Kathy Chavez Napoli
Ben Palm
Azeez Baameur
Rev. Mary Blessing
Samantha Smith
Joyce Maskell
Deborah Africa
There being no further requests to speak, public comment closed.

Public Comment Supplements

**ADOPTION OF AGENDA**

**MOTION:**

Adopting the agenda as posted.

| | |
|---|---|
| **RESULT:** | Passed |
| **MOVER:** | Mayor Pro Tem Martinez Beltran |
| **SECONDER:** | Council Member Librers |
| **AYES:** | Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega |
| **NAYS:** | None |
| **ABSTAIN:** | None |
| **ABSENT:** | None |

**CONSENT CALENDAR**

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

**MOTION:**

Approving consent calendar items 1, 3 through 5, 8, 9, and 11.

| | |
|---|---|
| **RESULT:** | Passed |
| **MOVER:** | Council Member Librers |
| **SECONDER:** | Mayor Pro Tem Martinez Beltran |
| **AYES:** | Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega |

| | |
|---|---|
| **NAYS:** | None |
| **ABSTAIN:** | None |
| **ABSENT:** | None |

**1. ACCEPT COMMUNITY LAW ENFORCEMENT FOUNDATION (CLEF) DONATION IN THE AMOUNT OF $38,364**

Recommendation:
Authorize the City Manager to accept a donation from the Community Law Enforcement Foundation (CLEF) in the amount of $38,364 for the purchases of new Police K9 - "Marco Polo" and new expenses related to K9 equipment and training; 60 trauma medical kits; and Police Department challenge coins.

**3. APPROVE CONSULTANT AGREEMENT WITH MAZE & ASSOCIATES FOR PROFESSIONAL AUDITING SERVICES**

Recommendation:

1. Approve a three-year consultant agreement with Maze & Associates for professional auditing services for the not to exceed amount of $136,078; and
2. Authorize the City Manager to execute and administer the agreement.

**4. APPROVE COST SHARE AGREEMENT WITH THE COUNTY OF SANTA CLARA FOR REPAVING OF EAST MAIN AVENUE FOR $341,495**

Recommendation:
Authorize the City Manager to execute and administer a cost sharing agreement with the County of Santa Clara for the repaving of East Main Avenue from Condit Road to approximately 830 feet from Elm Road.

**5. APPROVE THE MARCH 5, 2025 CITY COUNCIL MEETING MINUTES**

Recommendation:
Approve minutes.

**8. APPROVE THE FIRST AMENDMENT TO THE SERVICE MAINTENANCE AGREEMENT WITH PETERSON POWER SYSTEMS, INC. FOR GENERATOR MAINTENANCE AND REPAIR**

Recommendation:
Approve and authorize the City Manager to execute an amendment to increase the not to exceed amount of the generator maintenance agreement with Peterson Power Systems by $157,473. This increase will bring the not to exceed amount to $452,668.

**9. PAVEMENT CONDITION UPDATE AND PAVEMENT REHABILITATION PLANNING UPDATE**

Recommendation:
Receive update.

**11. RECEIVE MONTHLY BUDGET UPDATE AND FEBRUARY 2025 FINANCIAL AND INVESTMENT REPORTS**

Recommendation:
Receive and file reports.

**ITEM PULLED FOR DISCUSSION**

**2. ACCEPTANCE OF THE MADRONE CHANNEL TRAIL IMPROVEMENTS PHASE II PROJECT IN THE AMOUNT OF $472,324**

Recommendation:

1. Accept as complete the Madrone Channel Trail Improvements Phase II 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.

City Manager Christina Turner provided the report.

Public comment opened at 7:42 p.m.
Doug Muirhead was called to speak.
There being no further requests to speak, public comment closed.

**MOTION:**
Approving the recommended actions.

| | |
|---|---|
| **RESULT:** | Passed |
| **MOVER:** | Mayor Pro Tem Martinez Beltran |
| **SECONDER:** | Council Member Vega |
| **AYES:** | Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega |
| **NAYS:** | None |
| **ABSTAIN:** | None |
| **ABSENT:** | None |

**6. AUTHORIZE WRITE-OFF OF CERTAIN UNCOLLECTIBLE RECEIVABLES IN ACCORDANCE WITH THE CITY'S WRITE-OFF POLICY**

Recommendation:
Authorize write-off of certain uncollectible receivables in the amount of $55,925 in accordance with the City's write-off policy.

Finance Director Dat Nguyen provided the report.

Public comment opened at 7:54 p.m. There being no requests to speak, public comment closed.

**MOTION:**
Approving the recommended action.

| | |
|---|---|
| **RESULT:** | Passed |
| **MOVER:** | Council Member Librers |
| **SECONDER:** | Council Member Iwanaga |
| **AYES:** | Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega |
| **NAYS:** | None |
| **ABSTAIN:** | None |
| **ABSENT:** | None |

**7. AUTHORIZE THE CITY MANAGER TO SUBMIT THE APPLICATION FOR WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) LOAN WITH THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) TO FINANCE THE CONSTRUCTION OF A NEW SEWER TRUNK LINE**

Recommendation:
Authorize the City Manager to submit the application and address other matters related to the Water Infrastructure Finance and Innovation Act (WIFIA) loan with the U.S. Environmental Protection Agency (EPA) to finance the construction of a new sewer trunk line.

Finance Director Dat Nguyen provided the report.

Public comment opened at 7:57 p.m. There being no requests to speak, public comment closed.

**MOTION:**
Approving the recommended action.

| | |
|---|---|
| **RESULT:** | Passed |

| | |
|---|---|
| **MOVER:** | Mayor Pro Tem Martinez Beltran |
| **SECONDER:** | Council Member Vega |
| **AYES:** | Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega |
| **NAYS:** | None |
| **ABSTAIN:** | None |
| **ABSENT:** | None |

**10. RATIFY CITY POSITION ON PENDING LEGISLATION**

Recommendation:
Ratify the City's position supporting pending legislation, Senate Bill 456 (Ashby) Community Beautification Act.

City Manager Christina Turner provided the report.

Public comment opened at 8:06 p.m. There being no requests to speak, public comment closed.

**MOTION:**
Approving the recommended action.

| | |
|---|---|
| **RESULT:** | Passed |
| **MOVER:** | Mayor Pro Tem Martinez Beltran |
| **SECONDER:** | Council Member Librers |
| **AYES:** | Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega |
| **NAYS:** | None |
| **ABSTAIN:** | None |
| **ABSENT:** | None |

The meeting recessed at 8:06 p.m. and reconvened at 8:16 p.m.

## OTHER BUSINESS

**12. ADOPT RESOLUTION FURTHER REAFFIRMING THE CITY'S COMMITMENT TO A DIVERSE, SUPPORTIVE, INCLUSIVE COMMUNITY AND PROTECTING THE CONSTITUTIONAL RIGHTS OF ITS RESIDENTS**

Recommendation:
Adopt resolution further reaffirming the City's commitment to a diverse, supportive, inclusive community and protecting its residents' constitutional rights.

City Attorney Donald Larkin provided the report.

Public comment opened at 8:35 p.m. The following people were called to speak:
Kathy Chavez Napoli
Azeez Baameur
Sarah Miller
Phil Lockwood
Noshaba
Deborah Africa
Sally Casas
Sean Allen (zoom)
Marby Lee (zoom)
There being no further requests to speak, public comment closed.

**MOTION:**
Adopting a 3rd version of the resolution that was handed out to Council during the meeting.

| | |
|---|---|
| **RESULT:** | Failed for lack of a second |
| **MOVER:** | Mayor Pro Tem Martinez Beltran |
| **SECONDER:** | None |
| **AYES:** | None |
| **NAYS:** | None |
| **ABSTAIN:** | None |
| **ABSENT:** | None |

**SUBSTITUTE MOTION:**
Adopting the resolution in attachment 1 of the staff report.

| | |
|---|---|
| **RESULT:** | Failed for lack of a second. |
| **MOVER:** | Mayor Pro Tem Martinez Beltran |
| **SECONDER:** | None |
| **AYES:** | None |
| **NAYS:** | None |
| **ABSTAIN:** | None |
| **ABSENT:** | None |

**MOTION:**
Adopting the resolution in attachment 2 of the staff report.

| | |
|---|---|
| **RESULT:** | Passed |
| **MOVER:** | Council Member Iwanaga |
| **SECONDER:** | Council Member Librers |
| **AYES:** | Mayor Turner, Council Member Iwanaga, Council Member Librers, Council Member Vega |
| **NAYS:** | None |
| **ABSTAIN:** | Mayor Pro Tem Yvonne Martinez Beltran |
| **ABSENT:** | None |

**FUTURE COUNCIL INITIATED AGENDA ITEMS**

None.

**ADJOURNMENT**

There being no further business, Mayor Turner adjourned the meeting at 9:39 p.m.

**Minutes Prepared by:**

Kim Mancera, Deputy City Clerk

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Cynthia Iwanaga, Management Analyst
APPROVED BY: City Manager

## AWARD 2025 SIDEWALK REPAIRS PROJECT TO ESTATE DESIGN AND CONSTRUCTION, INC.

### RECOMMENDATION(S)

1. Award contract to Estate Design and Construction, Inc. in the amount of $160,000; and authorize the expenditure of construction contingency funds not to exceed $16,000 for a total authorization of $176,000; and
2. Authorize the City Manager to execute and administer the construction contract with Estate Design and Construction, Inc.

### COUNCIL PRIORITIES, GOALS & STRATEGIES

**City Council Ongoing Priorities**
Enhancing Public Safety
Maintaining and Enhancing Infrastructure

**2024-2025 Strategic Priorities**
Fiscal Sustainability

**Guiding Documents**
Morgan Hill 2035 General Plan

### REPORT NARRATIVE:

The purpose of this item is to present the City Council with an opportunity to review and consider the contract prepared to complete the City's 2025 Sidewalk Repair Project. The scope of work for the 2025 Sidewalk Repair Project will include the removal and replacement of concrete sidewalks at various locations within the City limits from June to August 2025. Over 3,885 square feet of damaged sidewalks will be removed and replaced. In addition, 127 linear feet of curb and gutter and 14 ramps will be installed. Tree root removal will be completed dependent upon the conditions at each sidewalk site. The exact locations and City bid documents are attached (Attachment 1).

In soliciting bids for this sidewalk repair project, the City advertised in the Morgan Hill Times on February 28, 2025. Bids were posted on the City website, Public Purchase online plan room service, and at four builders' exchanges, including the Builders'

Exchange of Santa Clara County, San Francisco Builders' Exchange, Bay Area Builders' Exchange and Central Coast Builders. Lastly, the bid was posted on the Dodge and Data Analytics website, whose subscribers include hundreds of contractors as well as national builders exchanges. General Engineering (A) and Concrete (C-8) contractors registered on the City's bidders' list were also informed of the bid opportunity via email.

A non-mandatory virtual pre-bid meeting was held on March 18, 2025. The bid opening was held on April 9, 2025, via virtual meeting, and 13 bids were received (Attachment 2), as listed below:

| Bidder's Name | Bid Amount |
|---|---|
| Estate Design and Construction | $160,000.00 |
| Cervantes Landscape Services, Inc. | $168,517.50 |
| Spektren Engineering, Inc. | $169,375.00 |
| Concentric Concrete, Inc. | $203,758.00 |
| Duran Construction Group | $210,060.00 |
| BNO Builders, Inc. | $218,000.00 |
| JMS Cement Contractors, Inc. | $231,480.00 |
| Coastal Paving and Excavating, Inc. | $248,000.00 |
| Spencon Construction | $275,150.00 |
| J.J.R. Construction, Inc. | $328,348.00 |
| FBD Vanguard Construction Inc. | $402,465.00 |
| Golden Bay Construction | $412,744.00 |
| Penhall Company | $504,502.86 |

The responsive bidder with the lowest responsive bid, Estate Design and Construction, Inc., has over four years of experience, and has completed similar projects for both local government agencies and school districts in California.

Staff recommends a 10% contingency of $16,000, which will yield a total construction authorization of $176,000 for the 2025 sidewalk repair and replacement project. Staff recommends that the City Council award the contract to Estate Design and Construction, Inc., and authorize the City Manager to execute and administer the contract (Attachment 3).

**COMMUNITY ENGAGEMENT:**

Inform

Contractor will post signs at the sidewalk repair sites to inform pedestrians and cars of

the construction underway. Notification will also be posted on the City's website and Nextdoor Morgan Hill to inform residents that sidewalk repairs will be underway throughout the City beginning in early June 2025.

**ALTERNATIVE ACTIONS:**
An alternative action would be to not approve the contract and delay the repair of City sidewalks.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
While the City Council has not previously taken action on this particular item, conducting sidewalk repairs is an ongoing public safety activity, and the Council has approved numerous contracts for sidewalk repairs in the past.

**FISCAL AND RESOURCE IMPACT:**
The total authorized amount for this contract is $160,000. A 10% contingency of $16,000 is approved outside the contract with the authority granted to the City Manager to access the 10% contingency, and change order the contract up to the $176,000 amount. Funding for this agreement is allocated in the FY 2024/2025 budget in Fund 346: Public Facilities.

**CEQA (California Environmental Quality Act):**
Categorical Exemption
The activities described in this Staff Report are categorically exempt under CEQA, specifically pursuant to Section 15301(c) of the CEQA Guidelines (Existing Facilities), as the subject work involves the repair, maintenance, or minor alterations of existing City facilities involving negligible or no expansion of the use of those facilities.

SPECIFICATIONS AND CONTRACT DOCUMENTS for

# 2025
# SIDEWALK REPAIRS & REPLACEMENT PROJECT

CITY OF MORGAN HILL

MORGAN HILL, CALIFORNIA
PUBLIC SERVICES DEPARTMENT

**Bids Due:**
**Tuesday, April 8, 2025 at 11:59 p.m.**
Via e-mail to cynthia.iwanaga@morganhill.ca.gov

**Virtual Bid Opening:**
**Wednesday, April 9, 2025 11:00 a.m.**
Zoom Meeting Link:
https://bit.ly/2025SWBidOpening

**Non-Mandatory Virtual Pre-Bid Meeting**
**Tuesday, March 18, 2025 at 10:00 a.m.**
Zoom Meeting Registration Link:
https://bit.ly/2025SidewalkPreBid

**Project # CSD2025-022**
**March 4, 2025**

# NOTICE INVITING INFORMAL BIDS

**1. Bid Acceptance.** The City of Morgan Hill ("City"), will accept electronic PDF bids for its 2025 Sidewalk Repairs and Replacement Project ("Project"), by or before **Tuesday, April 8, 2025 at 11:59 p.m**. via email to cynthia.iwanaga@morganhill.ca.gov

Late bids will not be accepted. Bids will be publicly opened and read aloud at 11:00 a.m. on Wednesday, April 9, 2025 via a virtual Zoom meeting: **https://bit.ly/2025SWBidOpening**

**2. Project Information.**

**2.1 Location and Description.** The Project is located at various locations throughout Morgan Hill, and the Scope of Work is described as follows:

Removal and replacement of damaged concrete sidewalks (3,885 s.f.), 127 linear feet of curb and gutter, 14 curb ramps, and remove roots of trees that have been removed prior to the sidewalks being opened up, that is, root removal will be required by the sidewalk contractor.

**2.2 Time for Completion.** The Project must be fully completed within 90 calendar days from the start date set forth in the Notice to Proceed. City anticipates that the Work will begin in May 2025, but the anticipated start date is provided solely for convenience and is neither certain nor binding.

**3. License and Registration Requirements.**

**3.1 License.** This Project requires a valid California contractor's license for the following classification(s): A (General Engineering) or C-8 (Concrete).

**3.2 DIR Registration.** City will not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

**4. Contract Documents.** The plans, specifications, bid forms, and contract documents for the Project ("Contract Documents") may be obtained from the City of Morgan Hill, at 17575 Peak Avenue, Morgan Hill, CA, (408) 778-6480. Electronic copies of the Contract Documents are available on a USB thumb drive for twenty-five dollars ($25.00). If mailing by USPS, a ten-dollar

($10.00) charge will be added. To download plans and specifications at no charge, register at www.publicpurchase.com.

## 5. Bid Proposal and Security.

**5.1 Bid Proposal Form.** Each Bid must be submitted using the Bid Proposal form provided with the Contract Documents.

**5.2 Bid Security.** The Bid Proposal must be accompanied by bid security of ten percent (10%) of the maximum bid amount, in the form of a cashier's or certified check made payable to City, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that within ten (10) days after issuance of the notice of award, the bidder will execute the Contract and submit payment and performance bonds, insurance certificates and endorsements, valid Certificates of reported Compliance as required under the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 *et seq*.) ("Off-Road Regulation"), if applicable, and any other submittals required by the Contract Documents and as specified in the notice of award.

**Electronic copies of the Bid Security must be included in the PDF bid proposal that is emailed to the City no later than Tuesday, April 8, 2025 at 11:59 p.m.**

## 6. Prevailing Wage Requirements.

**6.1 General.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

**6.2 Rates.** These prevailing rates are available online at http://www.dir.ca.gov/DLSR. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight (8) hours. The rate for holiday and overtime work must be at least time and one-half.

**6.3 Compliance.** The Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, under Labor Code Section 1771.4.

7. **Performance and Payment Bonds.** The successful bidder will be required to provide performance and payment bonds each for one hundred percent (100%) of the Contract Price as further described in the Contract Documents.

8. **Substitution of Securities.** Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code Section 22300.

9. **Subcontractor List.** Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number and DIR registration number and percentage of the Work to be performed (based on the base bid price) for each Subcontractor who will perform Work or service or fabricate or install Work for the prime contractor in excess of one-half (1/2) of one percent (1%) of the bid price, using the Subcontractor List form included with the Contract Documents. For street or highway construction, this requirement applies to any subcontract of $10,000 or more.

11. **Non-Mandatory Virtual Bidders' Conference.** A non-mandatory virtual bidders' conference will be held on Tuesday, March 18, 2025 at 10:00 a.m., via Zoom for the purpose of acquainting all prospective bidders with the Contract Documents and the Worksite. The bidders' conference is not mandatory. If possible, please pre-register at the following link: https://bit.ly/2025SidewalkPreBid

12. **Estimated Cost.** The estimated construction cost is $152,700.00

13. **Instructions to Bidders.** All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, as defined therein, including this Notice Inviting Bids.

By: Michelle Bigelow Date: February 20, 2025

Publication Dates: 1) February 28, 2025

END OF NOTICE INVITING INFORMAL BIDS

# INSTRUCTIONS TO BIDDERS

Each Bid Proposal submitted to the City of Morgan Hill ("City") for its 2025 Sidewalk Repairs and Replacement Project ("Project") must be submitted in accordance with the following instructions and requirements:

## 1. Bid Submission.

**1.1 General.** Each Bid Proposal must be signed, sealed and submitted to City, using the form provided in the Contract Documents, by or before the date and time set forth in the Notice Inviting Informal Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions will be returned unopened. City reserves the right to postpone the date and time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from City. The bid price(s) must include all costs to perform the Work as specified, including all labor, materials, supplies, and equipment and all other direct or indirect costs such as applicable federal, state and local taxes, insurance, and overhead.

**1.2 E-mail Bid Submittal.** The City of Morgan Hill ("City") will accept bids via email to cynthia.iwanaga@morganhill.ca.gov for its 2025 Sidewalk Repairs and Replacement Project ("Project"), **by or before Tuesday, April 8, 2025 at 11:59 p.m.** The bid must be in the City's email inbox system no later than **11:59 p.m. on April 8, 2025**. Late bids will not be accepted. Bids will be publicly opened and read aloud at 11:00 a.m. on Wednesday, April 9, 2025 via a virtual meeting at the following Zoom link:

https://bit.ly/2025SWBidOpening

Please note: In the email submitting the bid, the bidder must provide their DIR contractor registration number issued by the California Department of Industrial Relations ("DIR") for bidding on public works contracts (Labor Code sections 1725.5 and 1771.1) If the City is unable to confirm that the bidder's DIR registration is current, the City cannot accept the bid and must disqualify the bidder. The bid will be returned to the bidder unopened (Labor Code section 1725.5).

**1.3 DIR Registration.** Subject to limited legal exceptions for joint venture bids and federally-funded projects, City will not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code Section 1725.5. If City is unable to confirm that the bidder is currently registered with the DIR, City

may disqualify the bidder and return its bid unopened (Labor Code Section 1725.5 and 1771.1(a)).

2. **Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed in ink using the Bid Proposal form included with the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with exceptions or terms such as "negotiable," "will negotiate," or similar, will be considered nonresponsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section 4 below, and by a completed Subcontractor List and NonCollusion Declaration using the forms included with the Contract Documents, and any other required enclosures, as applicable.

3. **Authorization and Execution.** Each Bid Proposal must be signed by the bidder's authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a limited liability company (LLC) must be signed in the name of the LLC by a member or manager with authority to bind the LLC. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of an officer of the corporation with full authority to bind the corporation to the terms of the Bid Proposal.

4. **Bid Security. Each Bid Proposal must be accompanied by a PDF copy of the bid security** of ten percent of the maximum bid amount, in the form of a cashier's check or certified check, made payable to the City, or bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California. The bid security must guarantee that, within ten days after issuance of the Notice of Award, the bidder will: execute and submit the enclosed Contract for the bid price; submit payment and performance bonds for 100% of the maximum Contract Price; submit the insurance certificates and endorsements; and submit valid Certificates of Reported Compliance as required by the Off-Road Regulation, if applicable, and any other submittals, if any, required by the Contract Documents or the Notice of Award. **The lowest Bidder shall submit the original cashier's check or original bid bond to City staff as soon as the Notice of Intent to Award is issued.**

   **4.1 Withdrawal of Bid Proposals.** A Bid Proposal may not be withdrawn for a period of 90 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code Section 5100 *et seq*.

**5. Requests for Information.** Questions or requests for clarifications regarding the Project, the bid procedures, or any of the Contract Documents must be submitted in writing to Cynthia Iwanaga, Management Analyst at cynthia.iwanaga@morganhill.ca.gov. Oral responses are not authorized and are not binding on the City. Bidders should submit any such written inquiries at least five Working Days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by City in response to a written inquiry will be issued in an addendum.

**6. Pre-Bid Investigation**.

**6.1 General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the City or the Project site without prior written authorization from City.

**6.2 Document Review.** Each bidder is responsible for review of the Contract Documents and any informational documents provided "For Reference Only," e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying City of any errors or omissions, inconsistencies, or conflicts it discovers in the Contract Documents prior to submitting a Bid Proposal, subject to the limitations of Public Contract Code Section 1104. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to the City no later than five Working Days before the scheduled bid opening. (See Section 5, above.) City expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by City.

**6.3 Project Site.** Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the City in writing, as specified in Section 5, above. Any subsurface exploration at the Project site must be done at the bidder's expense, but only with prior written authorization from City. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually

encountered during Project construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder's field investigation. The bidder may request access to underlying or background information on the Project site in City's possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.

**6.4 Utility Company Standards.** The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, "utility owners"). The successful bidder may be required by the third-party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third-party utility owners about their requirements before submitting a Bid Proposal.

**7. Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.

**8. Addenda.** Subject to the limitations of Public Contract Code section 4104.5, City reserves the right to issue addenda prior to bid time. Any addenda issued prior to the bid opening are part of the Contract Documents. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid. Bidders should check City's website periodically for any addenda or updates on the Project at: http://www.publicpurchase.com.

**9. Brand Designations and "Or Equal" Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item or service desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an "equal" item or service must be submitted with the written request for substitution. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code Section 3400(c).

**9.1 Pre-Bid Requests.** Any request for submission made before the Contract is awarded must be submitted to the City Engineer at least ten (10) days before the opening of bids so that all interested bidders may be notified of any approved alternative.

**9.2 Post-Award Requests.** After the Contract is awarded, Contractor may submit a substitution within fourteen (14) days after the date of award of the Contract, or as specified in the Special Conditions.

**10. Bid Protest.** Any bid protest against another bidder must be submitted in writing and received by City at the City Attorney's Office at 17575 Peak Avenue, Morgan Hill, CA, (Fax: (408) 779-1592 or Email to cityattorney@morganhill.ca.gov), before 5:00 p.m. no later than two Working Days following bid opening ("Bid Protest Deadline") and must comply with the following requirements:

**10.1 General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section 10, a "Working Day" means a day that City is open for normal business, and excludes weekends and holidays observed by City. Pursuant to Public Contract Code Section 4104, inadvertent omission of a Subcontractor's DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours of the bid opening or as otherwise provided under Labor Code Section 1771.1(b).

**10.2 Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.

**10.3 Copy to Protested Bidder.** Upon submission of its bid protest to City, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.

**10.4 Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before

5:00 p.m., within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person responding on behalf of or representing the protested bidder if different from the protested bidder.

**10.5 Copy to Protesting Bidder.** Upon submission of its response to the bid protest to City, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

**10.6 Exclusive Remedy.** The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

**10.7 Right to Award.** City reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit, to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.

**11. Reservation of Rights.** City reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces. The Contract will be awarded, if at all, within ninety days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. Any planned start date for the Project represents the City's expectations at the time the Notice Inviting Bids was first issued. City is not bound to issue a Notice to Proceed by or before such planned start date, and it reserves the right to issue the Notice to Proceed when the City determines, in its sole discretion, the appropriate time for commencing the Work. The City expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the City in any form. Each bidder is solely responsible for its costs to prepare and submit a bid, including site investigation costs.

**12.** **Bonds.** Within ten calendar days following City's issuance of the Notice of Award to the apparent low bidder, the bidder must submit payment and performance bonds to City as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable.

**13.** **License(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a City business license within ten days following City's issuance of the Notice of Award. Subcontractors must also obtain a City business license before performing any Work.

**14.** **Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code Sections 1777.1 or 1777.7 is prohibited from performing work on this Project.

**15.** **In-Use Off-Road Diesel-Fueled Fleets.** If the Project involves the use of vehicles subject to the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), then within ten calendar days following City's issuance of the Notice of Potential Award to the successful bidder, the bidder must submit to City valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the Off-Road Regulation, unless exempt under the Off-Road Regulation.

**16.** **Bidder's Questionnaire.** A completed, signed Bidder's Questionnaire using the form provided with the Contract Documents and including all required attachments must be submitted within forty-eight (48) hours following a request by City. A bid that does not fully comply with this requirement may be rejected as nonresponsive. A bidder who submits a Bidder's Questionnaire which is subsequently determined to contain false or misleading information, or material omissions, may be disqualified as non-responsible.

**17.** **Bid Schedule**. Each bidder must complete the Bid Schedule form with unit prices as indicated, and submit the completed Bid Schedule with its Bid Proposal.

**17.1** **Incorrect Totals**. In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount as the product of the estimated quantity and the unit cost. In the event of a discrepancy between the actual total of the itemized or unit

prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code § 5100 et seq.

**17.2 Estimated Quantities**. The quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price, and without regard to the percentage increase or decrease of the estimated quantity and the actual quantity.

END OF INSTRUCTIONS TO BIDDERS

# BID PROPOSAL

2025 Sidewalk Repairs and Replacement Project

_____ ("Bidder") hereby submits this Bid Proposal to the City of Morgan Hill ("City") for the above-referenced project ("Project") in response to the Notice Inviting Informal Bids and in accordance with the Contract Documents referenced therein.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, for the following price ("Base Bid"):
   $ _____.

2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this Bid. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Bidder acknowledges receipt of the following addenda:

| Addendum: | Date Received: | Addendum: | Date Received: |
|---|---|---|---|
| #01 | _____ | #05 | _____ |
| #02 | _____ | #06 | _____ |
| #03 | _____ | #07 | _____ |
| #04 | _____ | #08 | _____ |

3. **Bidder's Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:

   **3.1 Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder's knowledge there are no errors, omissions, or discrepancies in the Contract Documents subject to the limitations of Public Contract Code Section 1104.

   **3.2 Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.

   **3.3 Bidder is Qualified.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.

**3.4 Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder's knowledge.

**3.5 Nondiscrimination.** In preparing this Bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds prohibited by State or Federal law, including race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.

**4. Award of Contract** . By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, that within ten (10) days following issuance of the notice of award to Bidder, Bidder will do all of the following:

**4.1 Execute Contract.** Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;

**4.2 Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for one hundred percent (100%) of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents;

**4.3 Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents; and

**4.4 Certificates of Reported Compliance.** Submit to City valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, if the Project involves the use of vehicles subject to the Off-Road Regulation. (See section 15 of the Instructions to Bidders.)

**5. Wage Theft Prevention**. All Bidders are expected to have read and understand the "Wage Theft Prevention Policy" adopted by the City Council on July 26, 2017 as further described in Section 9.6 of the General Conditions.

The undersigned Bidder certifies that neither Bidder nor its principals have been found by a final court judgement or final administrative action of an investigatory agency to have violated federal, state or local wage and hour laws within the past five years from the date of the submitted bid. Bidder or

its principals who are unable to so certify, must disclose wage and hour violations, and shall provide a copy of (i) the court order and judgment and/or final administrative decision; and (ii) documents demonstrating either that the order/judgment has been satisfied, or if the order/judgment has not been fully satisfied, a written and signed description of Bidder's efforts to date to satisfy the order/judgment. Signing this bid shall constitute signature of this Certification.

The City, at its sole discretion, may disqualify a bidder based on one or more disclosed judgments consistent with the criteria set forth in the Policy.

**6. Bid Security.** As a guarantee that if awarded the Contract, it will perform its obligations under Section 4, above, Bidder is attaching a PDF copy of the bid security in the amount of ten percent (10%) of its maximum bid amount in the following form:

____ A cashier's check or certified check payable to City of Morgan Hill and issued by _____ Bank in the amount of $_____.

____ A bid bond, using the Bid Bond form included with the Contract Documents, payable to City of Morgan Hill and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on _____, 20__:

s/ _____ _____
Name and Title [print]

_____ _____
Company Name CSLB License # and Exp. Date

_____
DIR Registration # and Expiration Date

_____ _____
Address Phone

_____ _____
City, State, Zip E-mail

END OF BID PROPOSAL

## BID SCHEDULE

## 2025 SIDEWALK REPAIRS & REPLACEMENT PROJECT

**CONTRACTOR NAME:**_____

**This Bid Schedule must be completed and included with the Bid Proposal.** Pricing must be provided for each Bid Item as indicated. The unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal Form. Quantities shown are required for bid purposes and may or may not be final pay quantities. Actual quantities, if different, must be substantiated during the Project by Contractor (either by field measurement, trucking tags, or other means acceptable to the City's Maintenance Manager).

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
LF = Linear Foot LS = Lump Sum SF = Square Feet TON = Ton (2000 lbs.)

| Bid Item | Description of Bid Item | Approximate Quantity/Unit of Measure | Unit Price | Extended Total |
|---|---|---|---|---|
| 1 | Mobilization | 1 mobilization | | |
| 2 | Remove and Replace Sidewalk | 3,885 S.F. | | |
| 3 | Curb and Gutter | 127 LF | | |
| 4 | ADA Curb Ramp | 14 Ramps | | |
| 5 | Tree Root Removal | 39 Trees | | |

| | |
|---|---|
| Bid Schedule I Total | |

**TOTAL BASE BID: Items 1 through 5 inclusive:**

**$**_____

***Note**: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.*

END OF BID SCHEDULE

## SUBCONTRACTOR LIST

For each Subcontractor who will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Base Bid,[1] the bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the Base Bid price.
**Bidders: Please print legibly. Illegible forms may be rejected.**

☐ **Please check box if there are no subcontractors proposed.**

| DESCRIPTION OF WORK | SUBCONTRACTOR NAME | CALIFORNIA CONTRACTOR LICENSE NUMBER | DIR REG. NO. | LOCATION OF BUSINESS | PERCENT OF WORK |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

END OF SUBCONTRACTOR LIST

[1] For street or highway construction this requirement applies to any subcontract of $10,000 or more.

## NONCOLLUSION DECLARATION

(To be executed by bidder and submitted with bid)

| | | |
|---|---|---|
| State of California<br><br>County of _____ | )<br>)<br>) | ss. |

The undersigned declares:

I am the _____ [title] of _____ [business name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has no paid and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

This declaration is intended to comply with California Public Contract Code Section 7106 and Title 23 U.S.C. § 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

s/_____

_____
Name [print]

# BID BOND

_____ ("Bidder") has submitted a bid, dated _____, 20___ ("Bid"), to the City of Morgan Hill ("City") for work on the 2025 Sidewalk Repairs & Replacement Project ("Project"). Under this duly executed bid bond ("Bid Bond"), Bidder as Principal and

_____, its surety ("Surety"), are bound to City as obligee in the penal sum of ten percent (10%) of the maximum amount of the Bid (the "Bond Sum"). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

**1. General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.

**2. Submittals.** Within ten (10) days following issuance of the Notice of Award to Bidder, Bidder must submit to City the following:

**2.1 Contract.** The executed Contract, using the form provided by City in the Project contract documents ("Contract Documents");

**2.2 Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;

**2.3 Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents;

**2.4 Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents; and

**2.5 Certificates of Reported Compliance.** Valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), if the Project involves the use of vehicles subject to the Off-Road Regulation; and any other documents required by the Instructions to Bidders or Notice of Award.

**3. Enforcement.** If Bidder fails to execute the Contract or to submit the bonds, insurance certificates and endorsements, and valid Certificates of Reported Compliance, as required by the Contract Documents, Surety

guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise, it will remain in full force and effect for ninety (90) days following award of the Contract or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code Sections 2819 and 2845.

This Bid Bond is entered into and is effective on _____, 20_____.

SURETY:

s/ _____

Name: _____

Title: _____

(Attach Acknowledgement, Notary Seal, and Attorney-In-Fact Certificate)

CONTRACTOR:

s/ _____

Name: _____

Title: _____

**APPROVED AS TO FORM:**

By:_____
Donald A. Larkin, City Attorney

Date:_____

## BIDDER'S QUESTIONNAIRE

## 2025 Sidewalk Repair and Replacement Project

Within forty-eight (48) hours following a request by City, a bidder must submit to City a completed, signed Bidder's Questionnaire using this form and including all required attachments. City may request the Questionnaire from one (1) or more of the apparent low bidders following the bid opening, and may use the completed Questionnaire to evaluate a bidder's qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

### Part 1: General Information

Bidder Business Name: _____ ("Bidder")

Check One: ☐ Corporation State of Incorporation _____
☐ Limited Liability Company/State of Formation _____
☐ Partnership
☐ Sole Proprietorship
☐ Joint Venture of: _____
☐ Other: _____

Main Office Address: _____

_____

Phone: _____

Fax: _____

Local Office Address and Phone: _____

_____

Website address: _____

Owner of Business: _____

Contact Name and Title: _____

Phone number and Email:

_____

Bidder's California Contractor's License Number(s): _____

Bidder's DIR Registration Number: _____

**Part 2: Bidder Experience**

1. How many years has bidder been in business under its present business name? _____

2. Has bidder completed projects similar in type and size to this Project as a general contractor? ☐ Yes ☐ No

3. Has bidder ever been disqualified on grounds that it is not responsible, or otherwise disqualified or debarred from bidding under state or federal law?
☐ Yes ☐ No

If yes, provide additional information on a separate sheet of paper regarding the disqualification or debarment, including the name and address of the agency or owner of the subject project, the type and size of the project, the reasons that bidder was disqualified or debarred, and the month and year in which the disqualification or debarment occurred.

4. Has Bidder ever been terminated for cause, alleged default, or legal violation from a construction project, either as a general contractor or as a subcontractor?

☐ Yes ☐ No

If yes, provide additional information on a separate sheet regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about bidder's past projects performed as general contractor as follows:

5.1 Six (6) most recently completed public works projects within the last three (3) years;

5.2 Three (3) largest completed projects within the last three (3) years; and

5.3 Any project which is similar to this Project including scope and character of the work.

6. Use separate sheets of paper provide all of the following information for each project identified in response to the above three (3) categories:

6.1 Project name
6.2 Location
6.3 Owner
6.4 Owner contact (name and current phone number)
6.5 Architect or engineer name
6.6 Architect or engineer contact (name and current phone number)
6.7 Project and/or construction manager (name and current phone number)
6.8 Description of project, scope of work performed
6.9 Initial contract value (at time of bid award)
6.10 Final cost of construction (including change orders)
6.11 Original scheduled completion date
6.12 Time extensions granted (number of days)
6.13 Actual date of completion
6.14 Number and amount of stop notices or mechanic's liens filed
6.15 Amount of liquidated damages assessed against Bidder
6.16 Nature and resolution of any claim, lawsuit, and/or arbitration between Bidder and the owner.

**Part 3: Safety**

1. Provide Bidder's Experience Modification Rate (EMR) for the last three years:

| Year | EMR |
|---|---|
| | |
| | |
| | |

2. Complete the following, based on information provided in Bidder's CalOSHA Form 300 or Form 300A, Annual Summary of Work-Related Illnesses and Injuries, from the most recent past calendar year:

2.1 Number of lost workday cases: _____
2.2 Number of medical treatment cases: _____
2.3 Number of deaths: _____

3. Has Bidder ever been cited, fined, or prosecuted by any local, state, or federal agency, including OSHA, CalOSHA, or EPA, for violation of any law, regulation, or requirements pertaining to health and safety?

☐ Yes ☐ No

If yes, provide additional information on a separate sheet regarding each such citation, fine, or prosecution, including the name and address of the agency or owner of the project, the type and size of the project, the reasons for and nature of the citation, fine, or prosecution, and the month and year in which the incident giving rise to the citation, fine, or prosecution occurred.

4. Name, title, and email for person responsible for Bidder's safety program:

| Name | Title | Email |
|---|---|---|
| Name | Title | Email |

**Part 4: Verification**

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named bidder, and that all responses and information set forth in this Bidder's Questionnaire and accompanying attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Signature: _____ Date: _____

By [name, title]: _____

END OF BIDDER'S QUESTIONNAIRE

# CONTRACT

This public works contract ("Contract") is entered into by and between the City of Morgan Hill ("City") and _____, a Choose an item. Choose an item. ("Contractor") for work on the 2025 Sidewalk Repair and Replacement Project ("Project").

The parties agree as follows:

**1. Award of Contract**. In response to the Notice Inviting Informal Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on _____, 20___, (Contract Date) City authorized award of this Contract to Contractor for the amount of Contractor's bid.

**2. Contract Documents**. The Contract Documents incorporated into this Contract include and are comprised of all of the following:

**2.1** Notice Inviting Informal Bids;
**2.2** Instructions to Bidders;
**2.3** Addenda, if any;
**2.4** Bid Proposal and attachments thereto;
**2.5** Contract;
**2.6** Payment and Performance Bonds;
**2.7** General Conditions;
**2.8** Special Conditions;
**2.9** Project Drawings and Specifications;
**2.10** Change Orders, if any;
**2.11** Notice of Award;
**2.12** Notice to Proceed; and
**2.13** The following:
_____
_____.

**3. Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor Click or tap here to enter text. Dollars ($Click or tap here to enter text.) (the "Contract Price"), for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, federal, state and local taxes, insurance, bonds, and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor will fully complete the Work for the Project within Ninety (90) days from Notice to Proceed. calendar days from the start date set forth in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of Five Hundred Dollars ($500.00) for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract. Contract Price will be reduced accordingly.

7. **Labor Code Compliance.**

   **7.1 General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.

   **7.2 Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship, and similar purposes. Copies of these prevailing rates are available online at http://www.dir.ca.gov/DLSR.

   **7.3 DIR Registration.** City will not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

8. **Workers' Compensation Certification.** Pursuant to Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

**9. Conflicts of Interest**. Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code Section 1090 *et seq*., or the Political Reform Act, as set forth in Government Code Section 81000 *et seq*. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

**10**. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

**11. Notice.** Any notice required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:

City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
Phone: (409) 779-7259
Attn: City Clerk
Email: michelle.bigelow@morganhill.ca.gov
Copy to:keri.russell@morganhill.ca.gov

Contractor:

Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
City/State/Zip: Click or tap here to enter text.
Phone: Click or tap here to enter text.
Attn: Click or tap here to enter text.
Email: Click or tap here to enter text.
Copy to: Click or tap here to enter text.

**12. General Provisions.**

**12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's lawful heirs, successors, and permitted assigns.

**12.2 Third Party Beneficiaries.** There are no intended third-party beneficiaries to this Contract.

**12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of Santa Clara County, and no other place.

**12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

**12.5 Integration; Severability.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.

**12.6 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two (2) officers of the corporation are required pursuant to California Corporation Code Section 313. If Contractor is a partnership, signature by a general partner with authority to bind the partnership is required. If Contractor is a limited liability company (LLC), a signature by a member or manager with authority to bind the LLC is required.

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

1**2.8 Notice of Security and/or Privacy Incident**. If Contractor, or its subcontractor, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to City PII, PHI and/or PCI, Contractor shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery or notification of the incident or potential breach, notify City of such incident or potential breach. Contractor shall, upon City’s request, investigate such incident or potential breach, inform the City of the results of any such investigation, and assist the City in

maintaining the confidentiality of such information. In addition to the foregoing, Contractor shall provide City with any assistance necessary to comply with any state and/or federal laws requiring the provision of notice of any privacy incident or security breach with respect to any City PII, PHI and/or PCI to the affected or impacted individuals and/or organizations, in addition to any notification to applicable state and federal agencies. Contractor agrees that it shall reimburse City for all expenses, costs, attorneys' fees, and resulting fines, penalties, and damages associated with such incident, breach, investigation and/or notification.

*[Signatures are on the following page.]*

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

The parties agree to this Contract as witnessed by the signatures below:

**CITY OF MORGAN HILL:**

_____
Christina J. Turner
City Manager

Date: _____

**Attest:**

_____
Michelle Bigelow
City Clerk

Date: _____

**Approved as to Form:**

_____
Donald A. Larkin
City Attorney

Date: _____

**CONTRACTOR:**
**[NAME OF CONTRACTOR]**

_____
Signature

_____
Name/Title [print]

Date: _____

*Corporate entities must provide a second signature:*

_____
Signature

_____
Name/Title [print]

Date: _____

_____
Contractor's License Number(s)

_____
Expiration Date(s)

Seal:

_____
Contractor's DIR Registration Number(s)

_____
Expiration Date

END OF CONTRACT

# PAYMENT BOND

The City of Morgan Hill ("City") and _____ ("Contractor") have entered into a contract, dated _____, 20___ ("Contract") for work on the 2025 Sidewalk Repair and Replacement Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____ _____, its surety ("Surety"), are bound to City as obligee in an amount not less than _____ Dollars ($_____) ("Bond Sum"), under California Civil Code Sections 9550, et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor

2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code Section 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors, under California Unemployment Insurance Code Section 13020, with respect to the work and labor, then Surety will pay the obligation.

3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code Section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.

4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.

5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code Sections 2819 and 2845. City waives requirement of a new bond for any supplemental contract under Civil Code Section 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

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

**7. Effective Date; Execution.** This Bond is entered into and is effective on _____, 20___.

SURETY:

s/ _____

Name: _____

Title: _____

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

s/ _____

Name: _____

Title: _____

**APPROVED AS TO FORM:**

By:_____
Donald A. Larkin, City Attorney

Date:_____

END OF PAYMENT BOND

# PERFORMANCE BOND

The City of Morgan Hill ("City") and _____ ("Contractor") have entered into a contract, dated _____, 20____ ("Contract") for work on the 2025 Sidewalk Repair and Replacement Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

**1. General.** Under this Bond, Contractor as Principal and _____ _____, its surety ("Surety"), are bound to City as obligee for an amount not less than _____ Dollars ($_____) (the "Bond Sum") to ensure Contractor's faithful performance of its obligations under the Contract. By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.

**2. Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.

3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code Sections 2819 and 2845.

**4. Application of Contract Balance.** Upon making a demand on this Bond, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.

**5. Contractor Default.** Upon written notification from City that Contractor is in default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:

**5.1** Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;

**5.2** Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or

**5.3** Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.

**6. Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

**7. Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

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

**9. Effective Date; Execution.** This Bond is entered into and is effective on _____, 20___.

*[Signatures are on the following page.]*

SURETY:

s/ _____

Name: _____

Title: _____

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

s/ _____

Name: _____

Title: _____

**APPROVED AS TO FORM:**

By:_____
Donald A. Larkin, City Attorney

Date:_____

END OF PERFORMANCE BOND

# GENERAL CONDITIONS

**Table of Contents:**

Article 1 – Definitions ..... 1
Article 2 – Roles and Responsibilities ..... 5
Article 3 – Contract Documents ..... 9
Article 4 – Bonds, Indemnity and Insurance ..... 11
Article 5 – Contract Time ..... 16
Article 6 – Contract Modification ..... 21
Article 7 – General Construction Provisions ..... 24
Article 8 – Payment ..... 32
Article 9 – Labor Provisions ..... 37
Article 10 – Safety Provisions ..... 39
Article 11 – Completion and Warranty Provisions ..... 40
Article 12 – Dispute Resolution ..... 43
Article 13 – Suspension and Termination ..... 48
Article 14 – Miscellaneous Provisions ..... 50

## Article 1
## Definitions

**1.1 Definitions.** The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day,” or “working day.”

**Allowance** means a specific amount that must be included in the Bid Proposal for Work that may or may not be included in the Project, depending on conditions that will not become known until after bids are opened. If the Contract Price includes an Allowance and the cost of performing the Work covered by that Allowance is greater or less than the Allowance, the Contract Price will be increased or decreased accordingly.

**Article**, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

**Change Order** means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

**City** means the City of Morgan Hill, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

**City Engineer** means the City Engineer for the City and his or her authorized delegee(s).

**Claim** means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; a written demand by Contractor disputing a unilateral Change Order or a portion thereof; or a written demand by Contractor objecting to the amount of Final Payment.

**Contract** means the signed agreement between City and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

**Contract Documents** means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Informal Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the Notice of Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents that are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

**Contract Price** means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, or equipment following submission of the Bid Proposal. The Contract Price is deemed to include all applicable federal, state, and local taxes.

**Contract Time** means the number of days specified for complete performance of the Work, as set forth in the Contract and as amended by Change Order.

**Contractor** means the individual, partnership, corporation, or joint-venture that has signed the Contract with City to perform the Work.

**Day** means a calendar day unless otherwise specified.

**Design Professional** means the licensed individual(s) or firm(s) retained by City to provide architectural, engineering, or other design professional services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

**DIR** means the California Department of Industrial Relations.

**Drawings** has the same meaning as Plans, and does not include Shop Drawings.

**Engineer** means the City Engineer for the City of Morgan Hill and his or her authorized delegee(s).

**Excusable Delay** is defined in Section 5.3(B), Excusable Delay.

**Extra Work** means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

**Final Completion** means Contractor has fully completed all of the Work required by the Contract Documents to the City's satisfaction, including all punch list items, and any required commissioning or training, and has provided the City with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

**Final Payment** means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

**Furnish** means to purchase and deliver for the Project.

**Government Code Claim** means a claim submitted pursuant to California Government Code Section 900 et seq.

**Hazardous Materials** means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

**Including**, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

**Inspector** means the individual(s) or firm(s) retained or employed by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

**Install** means to fix in place for materials, and to fix in place and connect for equipment.

**Laws** means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements.

**Non-Excusable Delay** is defined in Section 5.3(D), Non-Excusable Delay.

**Plans** means the City-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

**Project** means the public works project referenced in the Contract.

**Project Manager** means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

**Recoverable Costs** is defined in Section 5.3(F), Recoverable Costs.

**Request for Information or RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to City in the manner and format specified by City.

**Section**, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

**Shop Drawings** means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

**Specialty Work** means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

**Specifications** means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

**Subcontractor** means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors, suppliers, fabricators, and equipment lessors of all tiers, unless otherwise

indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

**Technical Specifications** has the same meaning as Specifications.

**Work** means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

**Work Day or Working Day**, whether or not capitalized, means a weekday when the City is open for business, and does not include holidays observed by City.

**Worksite** means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

## Article 2
## Roles and Responsibilities

### 2.1 City.

(A) ***City Council.*** The City Council has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.

(B) ***Engineer.*** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.

(C) ***Project Manager.*** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as City's representative, for daily administration of the Project on behalf of City. Unless otherwise specified, all of Contractor's communications to City (in any form) will go to or through the Project Manager. City reserves the right to reassign the Project Manager role at any time or to delegate duties to additional City representatives, without prior notice to or consent of Contractor.

(D) ***Design Professional.*** The Design Professional is responsible for the overall design of the Project, and to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional's duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

### 2.2 Contractor.

(A) ***General.*** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of City, and with minimal inconvenience to the public.

(B) ***Responsibility for the Work and Risk of Loss.*** Contractor is responsible for supervising and directing all aspects of the Work to facilitate

the efficient and timely completion of the Work. Contractor is solely responsible for, and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by City or specified in the Contract Documents. From the date of commencement of the Work until either the date on which City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft, subject to the limitations of Laws, including Public Contract Code section 7105.

(C) ***Project Administration.*** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) ***On-Site Superintendent.*** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City, and assistants, as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the superintendent's communications to City. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) ***Standards.*** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents, Laws, and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its

knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) ***Meetings.*** Contractor, its project manager, superintendent, and any primary Subcontractors requested by City, must attend a pre-construction conference, if requested by City, as well as weekly Project progress meetings scheduled with City. If applicable, Contractor may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by City, other contractors, or other utility owners.

(G) ***Construction Records.*** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the City, Contractor will permit review of and/or provide copies of any of these construction records.

(H) ***Responsible Party.*** Contractor is solely responsible to City for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials, or services for or on behalf of Contractor or the Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee, Subcontractor, or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(I) ***Correction of Defects.*** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts, or equipment. Workmanship, materials, parts, or equipment that do not conform to the requirements under the Contract Documents, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established

by City, and any Extra Work performed without City's prior written approval. If Contractor fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from City, or within the time specified in City's notice to correct, City may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If City elects to correct defective Work due to Contractor's failure or refusal to do so, City or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on City property, in order to effectuate the correction, at no extra cost to City. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by City's actions to correct defective Work under these circumstances. Alternatively, City may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

(J) ***Contractor's Records.*** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records and records relating to preparation of Contractor's bid, including estimates, take-offs, and price quotes or bids.

(1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's records relating to the Project or to investigate Contractor's plant or equipment during Contractor's normal business hours. Contractor's records may also be subject to

examination and audit by the California State Auditor, pursuant to Government Code Section 8546.7. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

(K) ***Copies of Project Documents.*** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to City for reference at all times during construction of the Project.

## 2.3 Subcontractors.

(A) ***General.*** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the Subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequately trained workforce. Each Subcontractor must obtain a City business license before performing any Work.

(B) ***Contractual Obligations.*** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor will provide that the rights that each Subcontractor may have against any manufacturer or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to City. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor. Copies of subcontracts must be available to the Engineer upon request. Before a Subcontractor commences Work on the Project, Contractor must provide the Engineer a written statement with the name of the Subcontractor, a description of each portion of the Work performed by the Subcontractor, and the percentage of the overall Work to be performed by the Subcontractor.

(C) ***Termination.*** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, but only if and to the extent that City accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) ***Substitution of Subcontractor.*** If Contractor requests substitution of a listed Subcontractor under Public Contract Code Section 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If City determines that a Subcontractor is unacceptable to City based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code Section 4107(a), City may request removal of the Subcontractor from the Project. Upon receipt of a written request from City to remove a Subcontractor pursuant to this paragraph, Contractor will immediately remove the Subcontractor from the Project and, at no further cost to City, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to City, in compliance with Public Contract Code Section 4107, as applicable.

## 2.4 Coordination of Work.

(A) ***Concurrent Work.*** City reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by City. To the full extent permitted by law, Contractor must hold harmless and indemnify City against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.

(B) ***Coordination.*** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify City if work performed by others, including work or activities performed by City's own forces, is operating to hinder, delay, or interfere

with Contractor's timely performance of the Work. City reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

**2.5 Submittals.** Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, Shop Drawings, samples, product data and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Engineer may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed.

(A) ***General.*** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) ***Time and Manner of Submission.*** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current City-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) ***Required Contents.*** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) ***Required Corrections.*** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

(E) ***Effect of Review and Acceptance.*** Review and acceptance of a submittal by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by City is not an assumption of risk or liability by City.

(F) ***Enforcement.*** Any Work performed or any material furnished, installed, fabricated, or used without City's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing

and replacing such Work or material, repairs to other affected portions of the Work or material, and the cost of additional time or services required of City, including costs for the Design Professional, Project Manager, or Inspector.

(G) **Excessive RFIs.** An RFI will be considered excessive or unnecessary if the City determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. City's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

**2.6 Shop Drawings.** When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by City, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If City requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by City does not relieve Contractor of Contractor's responsibility.

**2.7 Access to Work.** Contractor must afford prompt and safe access to any Worksite by City and its employees, agents, or consultants authorized by City; and upon request by City, Contractor must promptly arrange for City representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.

**2.8 Personnel.** Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be re-employed or permitted on the Project in any capacity without City's prior written consent.

## Article 3 - Contract Documents

### 3.1 Interpretation of Contract Documents.

(A) ***Plans and Specifications.*** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the Plan(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusions.

(B) ***Duty to Notify and Seek Direction.*** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The RFI must notify the City of the issue and request clarification, interpretation, or direction. The Engineer's clarification, interpretation, or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that City's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Articles 5 and 6.)

(C) ***Figures and Dimensions.*** Figures control over scaled dimensions.

(D) ***Technical or Trade Terms.*** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) ***Measurements.*** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work, and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

(F) ***Compliance with Laws.*** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws.

**3.2 Order of Precedence.** Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

(A) Change Orders;
(B) Addenda;
(C) Contract;
(D) Notice to Proceed;
(E) Attachment B- Federal Contract Requirements (only if used);
(F) Special Conditions;
(G) General Conditions;
(H) Payment and Performance Bonds;
(I) Specifications;
(J) Plans;
(K) Notice of Award
(L) Notice Inviting Bids;
(M) Attachment A – Federal Bidding Requirements (only if used);
(N) Instructions to Bidders;
(O) Contractor's Bid Proposal and attachments;
(P) The City's standard specifications, as applicable; and
(Q) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as Caltrans Standard Specifications or Caltrans Special Provisions.

**3.3 Caltrans Standard Specifications.** Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State

Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications or Special Provisions:

(A) ***Limitations.*** None of the "General Provisions" of the Caltrans Standard Specifications, i.e., sections 1 through 9, applies to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) ***Conflicts or Inconsistencies.*** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) ***Meanings.*** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

(1) Any reference to the "Engineer" is deemed to mean the City Engineer.

(2) Any reference to the "Special Provisions" is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.

(3) Any reference to the "Department" or "State" is deemed to mean City.

**3.4 For Reference Only.** Contractor is responsible for the careful review of any document, study, or report provided by the City or appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

**3.5 Current Versions.** Unless otherwise specified by City, any reference to standard specifications, technical specifications, or any City or state codes or

regulations means the latest specification, code or regulation in effect on the date the Contract is signed.

**3.6 Conformed Copies.** If City prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor's responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor's sole expense.

**3.7 Ownership.** No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

## Article 4
## Bonds, Indemnity, and Insurance

**4.1 Payment and Performance Bonds.** Within ten days following issuance of the Notice of Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.

***(A) Surety.*** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.

***(B) Supplemental Bonds for Increase in Contract Price.*** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

**4.2 Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants, and Design Professional (individually, an "Indemnitee," and collectively the "Indemnitees") from and

against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of this Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code Section 9201. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

**4.3 Insurance.** No later than ten days following issuance of the Notice of Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract through the date of City's acceptance of the Project. **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.** If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. **Contractor further understands that City reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to Contractor, at any time as deemed necessary to protect the interests of City.** The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

(A) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by City. If the City's Risk Manager determines that the deductibles and/or self-insured retentions are unacceptably high, at City's option, Contractor must either

reduce or eliminate the deductibles and/or self-insured retentions as they apply to City and all required Additional Insured; or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(B) **Policies and Limits.** The following insurance policies and limits are required for this Contract unless otherwise specified in the Special Conditions:

(1) **Commercial 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.

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

b. CGL policy must include contractor's protected coverage, blanket contractual, and completed operations.

(2) **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.

(3) **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.

(4) **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.

(5) **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.

(6) **Professional Liability**:

a. 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.

b. If the performance of Contractor's work or service under this Contract relates to Information Technology or related services (examples include, but are not limited to computer programmers, hardware engineers, or other systems consultants), Contractor shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) One Million Dollars ($1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

(C) **Required Endorsements.** Contractor must provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

(1) For all Policies except Builder's Risk and Professional Liability:

a. "Waiver of Subrogation" endorsements providing that the carrier agrees to waive any right of subrogation it may have against the City of Morgan Hill and the City's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

(2) General Liability, Automobile, and Pollution Liability:

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

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

(3) General Liability:

a. “Separation of Insureds” endorsements stating that the inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(D) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder’s risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the City’s Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor’s insurance obligations.

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

(F) **Certificates**. Contractor must 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, Contractor shall promptly furnish City of Morgan Hill with copies of all policies outlined herein. Each certificate must state that coverage afforded by the policy subject to Contractor’s Contract with City shall not be reduced, canceled, allowed to expire, or materially changed except after 30 days' advance written notice by the insurer to City, unless due to non-payment of premiums, in which case ten days advance 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 as follows:

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

(G) ***Contractor's Responsibilities.*** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.

## Article 5
## Contract Time

**5.1 Time is of the Essence.** Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) ***General.*** Contractor must commence the Work on the date indicated in the Notice to Proceed, and must fully complete the Work, in strict compliance with all requirements of the Contract Documents, and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed

(B) ***Authorization***. Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) ***Rate of Progress.*** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor's default.

**5.2 Schedule Requirements.** Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the City, and must provide the schedules in electronic and paper form as requested by the City. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) Baseline (As-Planned) Schedule. Within ten calendar days following City's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to City for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials, and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

(1) Specialized Materials Ordering. Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase order date(s).

(B) City's Review of Schedules. City will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. City's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Project within the Contract Time, nor to waive or limit City's right to assess liquidated damages for Contractor's unexcused failure to do so.

(C) Progress Schedules. After City accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by City, for review and acceptance with each application for a progress payment, or

when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to City of any changes in the projected material or equipment delivery dates for the Project.

(1) Float. The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the “float.” Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) Failure to Submit Schedule. Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which City has noted exceptions that are not corrected, City may withhold up to five percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and City has accepted the schedule. In addition, Contractor’s failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance, subject only to the limits of Public Contract Code Section 7102.

(D) Recovery Schedule. If City determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) Effect of Acceptance. Contractor and its Subcontractors must perform the Work in accordance with the most current City-accepted schedule unless otherwise directed by City. City’s acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect City’s right to assess liquidated damages for Contractor’s unexcused delay in completing the Work within the Contract Time.

(F) Posting. Contractor must at all times prominently post a copy of the most current City-accepted progress or recovery schedule in its on-site office.

(G) Reservation of Rights. City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, or to facilitate City's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) Authorized Working Days and Times. Contractor is limited to working Monday through Friday, excluding holidays, during City's normal business hours, except as provided in the Special Conditions or as authorized in writing by City. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

**5.3 Delay and Extensions of Contract Time.**

(A) Notice of Delay. If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

(B) Excusable Delay. The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, or diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(C) Weather Delays. A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to

perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

(1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.

(2) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(3) Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) Non-Excusable Delay. Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight, or diligence is “Non-Excusable Delay.” Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

(1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;

(2) Contractor’s failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;

(3) Contractor’s failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;

(4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;

(5) Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;

(6) performance or non-performance by Contractor's Subcontractors or suppliers;

(7) the time required to respond to excessive RFIs (see Section 2.5(G));

(8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;

(9) time required for repair of, re-testing, or re-inspection of defective Work;

(10) enforcement of Laws by City, or outside agencies with jurisdiction over the Work; or

(11) City's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(E) Compensable Delay. Pursuant to Public Contract Code Section 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to Weather Delay Days in excess of normal for a given month, as set forth in Section 5.3(C), is not Compensable Delay, and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

(F) Recoverable Costs. Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and

substantiated costs (“Recoverable Costs”) for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by City. Recoverable Costs will not include home office overhead or lost profit.

(G) Request for Extension of Contract Time or Recoverable Costs. A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within 14 calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

(1) Required Contents. The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor’s plan for continued mitigation of the delay or its effects.

(2) Delay Days and Costs. The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) Supporting Documentation. The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.

(4) Burden of Proof. Contractor has the burden of proving that: the delay was an Excusable Delay or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) Legal Compliance. Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code Section 7102.

(6) No Waiver. Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.

(7) Dispute Resolution. In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

**5.4 Liquidated Damages.** It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code section 7203, if Contractor fails to achieve Final Completion within the Contract Time due to Contractor's Non-Excusable Delay, City will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty. Any waiver of

accrued liquidated damages, in whole or in part, is subject to approval of the City Council or its authorized delegee.

(A) ***Liquidated Damages.*** Liquidated damages will not be assessed for any Excusable Delay or Compensable Delay, as set forth above.

(B) ***Milestones.*** Liquidated damages will also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) ***Setoff.*** City is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

(D) ***Occupancy or Use.*** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project and will not operate as a waiver of City's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) ***Other Remedies.*** City's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Contractor.

## Article 6
## Contract Modification

**6.1 Contract Modification.** Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a "no-cost" Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor's warranty obligations pursuant to Article 11 or any obligations of Contractor's bond sureties.

(A) ***City-Directed Changes.*** City may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set

forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from "value engineering" pursuant to Public Contract Code Section 7101, except to the extent authorized in advance by City in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

(B) ***Disputes.*** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. If Contractor refuses to perform the Work in dispute, City may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, City may elect to terminate the Contract for convenience or for cause. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(C) ***Extra Work.*** City may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must promptly notify the Engineer in writing, specifically identifying the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of

the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs ("Extra Work Report"). The Engineer will make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. When an Extra Work Report(s) is agreed on and signed by both City and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(D) ***Minor Changes and RFIs.*** Minor field changes, including RFI replies from City, that do not affect the Contract Price or Contract Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from City, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

(E) ***Remedy for Non-Compliance.*** Contractor's failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

**6.2 Contractor Change Order Requests.** Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) ***Time for Submission.*** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within 14 calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) ***Required Contents.*** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) ***Required Documentation.*** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit City to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) ***Required Form.*** Contractor must use City's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by City.

(E) ***Certification.*** All Change Order requests must be signed by Contractor and must include the following certification:

> "The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived."

**6.3 Adjustments to Contract Price.** The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to City-authorized time and material Work, and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the City's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

(A) ***Unit Pricing.*** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit

prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) ***Lump Sum.*** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) ***Time and Materials.*** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by City in advance of Contractor's performance of the Work and subject to any not-to-exceed limit. Time and materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work) will include allowed markup for overhead, profit, and other indirect costs, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 15%:

(1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;

(2) All direct material costs provided by the Contractor, including sales tax, plus 15% markup;

(3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;

(4) All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and

(5) Increased bond or insurance premium costs computed at 1.5% of the total of the previous four sums.

**6.4 Unilateral Change Order.** If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that the City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

**6.5 Non-Compliance Deemed Waiver.** Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

## Article 7
## General Construction Provisions

### 7.1 Permits, Fees, Business License, and Taxes.

(A) ***Permits, Fees, and City Business License.*** Contractor must obtain and pay for all permits, fees, and licenses required to perform the Work, including a City business license. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all records of permits and permit applications, payment of required fees, and any licenses required for the Work.

(B) ***Taxes.*** Contractor must pay for all taxes on labor, material, and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

**7.2 Temporary Facilities.** Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by the City prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Contractor must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

(A) ***Utilities.*** Contractor must install and maintain the power, water, sewer, and all other utilities required for the Project site, including the piping, wiring, internet and wifi connections, and any related equipment necessary to maintain the temporary facilities.

(B) ***Removal and Repair.*** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

**7.3 Noninterference and Site Management.** Contractor must avoid interfering with City's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) ***Offsite Acquisition.*** Unless otherwise provided by City, Contractor must acquire, use, and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

(B) ***Offsite Staging Area and Field Office*****.** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space. Before using or occupying any property owned by a third party, Contractor must provide City with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding City harmless from any related liability, in a form acceptable to the City Attorney.

(C) ***Traffic Management.*** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, or pedestrian traffic.

**7.4 Signs.** No signs may be displayed on or about City's property, except signage which is required by Laws or by the Contract Documents, without City's prior written approval as to size, design, and location.

**7.5 Project Site and Nearby Property Protections.**

(A) ***General.*** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the City has accepted the Project, excluding any exceptions to acceptance, if any.

Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, City's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for City, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

(1) Subject to City's approval, Contractor will provide and install safeguards to protect the Work; any Worksite, including the Project site; City's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.

(2) City wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify City and establish a plan, subject to City's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

(3) Contractor must remove with due care, and store at City's request, any objects or material from the Project site that City will salvage or reuse at another location.

(4) If directed by Engineer, Contractor must promptly repair or replace any property damage, as specified by the Engineer. However, acting in its sole discretion, City may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(5) Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.

(B) ***Securing Project Site.*** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless City approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from City.

(C) ***Unforeseen Conditions.*** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify the City and promptly submit a Request for Information to obtain further directions from the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(D) ***Support; Adjacent Properties.*** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to City's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) ***Notification of Property Damage.*** Contractor must immediately notify the City of damage to any real or personal property resulting from Work on the Project. Contractor must immediately provide a written report to City of any such property damage in excess of $500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with another government agency, Contractor will provide a copy of the report to City.

## 7.6 Materials and Equipment.

(A) ***General.*** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and

storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) ***City-Provided.*** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify City of any defects discovered in City-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) ***Intellectual Property Rights.*** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices, or processes that are incorporated into the Work. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights.

## 7.7 Substitutions.

(A) ***"Or Equal."*** Any Specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item or service that is used solely for the purpose of describing the type of item or service desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item or service in every aspect of design, function, and quality, as determined by City, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

(B) ***Request for Substitution.*** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for

approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

(C) ***Substantiation.*** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) ***Burden of Proving Equality.*** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. City has sole discretion to determine whether a proposed substitution is equal, and City's determination is final.

(E) ***Approval or Rejection.*** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City.

(F) ***Contractor's Obligations.*** City's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

## 7.8 Testing and Inspection.

(A) ***General.*** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City at all times and at all locations during construction and/or fabrication, including at any Worksite, shops, and yards. All manufacturers' application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. Neither City's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.

(B) ***Scheduling and Notification.*** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor's expense, and schedule all tests

required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than noon of the Working Day before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

(C) ***Responsibility for Costs.*** City will bear the initial cost of inspection and testing to be performed by independent consultants retained by City, subject to the following exceptions:

(1) Contractor will be responsible for the costs of any subsequent inspections or tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

(2) Contractor will be responsible for inspection costs, at City's hourly rates, for inspection time lost because the Work is not ready, or Contractor fails to appear for a scheduled inspection.

(3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.

(4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.

(5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) ***Contractor's Obligations.*** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection or testing of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work

done without the inspection(s) or testing required by the Contract Documents will be subject to rejection by City.

(E) ***Distant Locations.*** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) ***Final Inspection.*** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

**7.9 Project Site Conditions and Maintenance.** Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided, and properly maintained and serviced for all workers on the Project site, located in a suitably secluded area, subject to City's prior approval. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) ***Air Emissions Control*.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws. Contractor must comply with all Laws, including the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.).

(B) ***Dust and Debris*.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use the minimum necessary. Contractor must take all necessary steps to keep waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If City determines that the dust control is not adequate, City may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.

(C) ***Clean up.*** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City, will be Contractor's property.

(2) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(D) ***Disposal.*** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

(E) ***Completion.*** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, landscaping, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Contractor must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by City.

(F) ***Non-Compliance.*** If Contractor fails to comply with its maintenance and cleanup obligations or any City clean up order, City may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice

and deduct the cost from any amounts due or to become due to Contractor.

**7.10 Instructions and Manuals.** Contractor must provide to City three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.

(A) ***Submittal Requirements.*** The instructions and manuals, along with any required guarantees, must be delivered to City for review prior to requesting final inspection pursuant to Section 11.1(A), unless otherwise specified.

(B) ***Training.*** Contractor or its Subcontractors must train City's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

**7.11 As-built Drawings.** Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

(A) ***Duty to Update.*** The as-built drawings must be updated as changes occur, on a daily basis if necessary. City may withhold the estimated cost for City to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) ***Final Completion.*** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and acceptance as a condition precedent to Final Completion and Final Payment.

**7.12 Existing Utilities.**

(A) ***General.*** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.

(B) ***Unidentified Utilities.*** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City's failure to provide for removal or relocation of the utility facilities.

**7.13 Notice of Excavation.** Contractor must comply with all applicable requirements in Government Code § 4216 et seq., which are incorporated by reference herein.

**7.14 Trenching and Excavations of Four Feet or More.** As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

(A) ***Duty to Notify.*** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

(1) Material that Contractor believes may be a hazardous waste, as defined in § 25117 of the Health and Safety Code, that is

required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing Laws;

(2) Subsurface or latent physical conditions at the Project site differing from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Project site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) ***City Investigation.*** City will promptly investigate the conditions and if City finds that the conditions materially differ from those indicated, apparent, or reasonably inferred from information about the Project site made available to bidders, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) ***Disputes.*** In the event that a dispute arises between City and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by City, Contractor will not be excused from completing the Work within the Contract Time, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Contractor and City.

**7.15 Trenching of Five Feet or More.** As required by Labor Code § 6705, if the Contract Price exceeds $25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

**7.16 New Utility Connections.** Except as otherwise specified, City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider

so that connections and services are initiated in accordance with the Project schedule.

**7.17 Lines and Grades.** Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

**7.18 Historic or Archeological Items**.

(A) ***Contractor's Obligations.*** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

(B) ***Discovery; Cessation of Work.*** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At City's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

**7.19 Environmental Control.** Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into City's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

(A) ***Stormwater Permit.*** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) ***Contractor's Obligations.*** If required for the Work, a copy of the Stormwater Permit is on file in City's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws governing discharge of stormwater, including applicable municipal stormwater management programs.

**7.20 Noise Control.** Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.

**7.21 Mined Materials.** Pursuant to Public Contract Code § 20676, Contractor will not purchase any sand, gravel, or other minerals for the Work from an operation subject to the Surface Mining and Reclamation Act of 1975 (Public Resources Code § 2710 et seq.) unless the Contractor certifies, under penalty of perjury, that the minerals are from a mining operation included on the AB 3098 List, which may be accessed online at: https://www.conservation.ca.gov/smgb/Pages/AB-3098-List.aspx.

## Article 8
## Payment

**8.1 Schedule of Values.** Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

(A) ***Measurements for Unit Price Work.*** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.

(B) ***Deleted or Reduced Work.*** Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material, or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

**8.2 Progress Payments.** Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) ***Application for Payment.*** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each payment application must be supported by the unit prices submitted with Contractor's Bid Schedule and/or schedule of values and any other substantiating data required by the Contract Documents.
**Each application for payment shall be accompanied by completed "Contract Balance Form," a copy of which is provided at the end of Article 8.**

(B) ***Payment of Undisputed Amounts.*** City will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may deduct or withhold additional amounts as set forth in Section 8.3, below.

**8.3 Adjustment of Payment Application.** City may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch

list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, City may deduct an amount based on the estimated cost to repair or replace.

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(E) For any unreleased stop notice, City may withhold 125% of the amount claimed.

(F) For Contractor's failure to submit any required schedule or schedule update in the manner specified or within the time specified in the Contract Documents, City may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.

(G) For Contractor's failure to maintain or submit as-built documents in the manner specified or within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's cost to prepare the as-builts.

(H) For Work performed without Shop Drawings that have been accepted by City, when accepted Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

(I) For fines, payments, or penalties assessed under the Labor Code, City may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

(J) For any other fines, payments, or penalties assessed against the City relating to Contractor's acts or omissions, including violations of Laws, City may withhold or deduct such amounts from payment otherwise due to Contractor.

(K) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, City may withhold or deduct such amounts from payment otherwise due to Contractor.

**8.4 Early Occupancy.** Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

**8.5 Retention.** City will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work. Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following City's recordation of the Notice of Completion, subject to the terms of Public Contract Code Section 7107.

(A) ***Substitution of Securities.*** As provided by Public Contract Code Section 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code Section 22300 and will be subject to approval as to form by City's legal counsel. If City exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (g) of Public Contract Code Section 22300 ("Escrow Agreement"), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes City's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or backcharges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

(B) ***Release of Undisputed Retention.*** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld pursuant to Section 8.3, Adjustment of

Payment Application, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City's governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code Section 7107(c).

**8.6 Payment to Subcontractors and Suppliers.** Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) ***Withholding for Stop Notice.*** Pursuant to Civil Code Section 9358, City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) ***Joint Checks.*** City reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if City determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the City Attorney's Office. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

**8.7 Final Payment.** Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, City reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written

notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.

**8.8 Release of Claims.** City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code Section 7100. Any disputed amounts may be specifically excluded from the release.

**8.9 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

## CONTRACT BALANCE FORM

### Project Name: 2025 Sidewalk Repair and Replacement Project

*Note: A detailed invoice MUST be attached to this Contract Balance Form.*

---

CONTRACTOR NAME: _____ DATE: _____

MAILING ADDRESS: _____ TELEPHONE NO.: _____

_____ FAX NO.: _____

_____ PROJECT NO.: _____

INVOICE NO.: _____

---

1. ORIGINAL CONTRACT AMOUNT: $_____

2. APPROVED CHANGE ORDERS TOTAL: $_____

3. REVISED CONTRACT AMOUNT: (1+2) $_____

4. PREVIOUS BALANCE PAID: $_____

5. REMAINING BALANCE: (3-4) $_____

6. CURRENT PROGRESS PAYMENT DUE: $_____
   *(before retention)*

7. 5% RETENTION FROM WORK DONE: (-)$_____

8. CURRENT BALANCE DUE: (6-7) $_____

9. REMAINING BALANCE OF REVISED CONTRACT AMOUNT: (5-8) $_____
   *(including retention)*

## Article 9
## Labor Provisions

**9.1 Discrimination Prohibited**. Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination including the California Fair Employment and Housing Act (Government Code Section 12900 et seq.), Government Code Section 11135, and Labor Code Sections 1735, 1777.5, 1777.6, and 3077.5.

**9.2 Labor Code Requirements.**

(A) ***Eight Hour Day.*** Pursuant to Labor Code Section 1810, eight hours of labor constitute a legal day's work under this Contract.

(B) ***Penalty.*** Pursuant to Labor Code Section 1813, Contractor will forfeit to City as a penalty, the sum of $25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code Section 1815.

(C) ***Apprentices.*** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code Section 1777.5, which is fully incorporated by reference.

(D) ***Notices.*** Pursuant to Labor Code Section 1771.4, Contractor is required to post all job site notices prescribed by Laws.

**9.3 Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code Sections 1720, 1720.3, or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at http://www.dir.ca.gov/dlsr. Contractor must post a copy of the applicable prevailing rates at the Worksite.

(A) ***Penalties.*** Pursuant to Labor Code Section 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to $200.00 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) ***Federal Requirements.*** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

**9.4 Payroll Records.** Contractor must comply with the provisions of Labor Code Sections 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

(A) ***Contractor and Subcontractor Obligations***. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct; and

(2) Contractor or Subcontractor has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) ***Certified Record.*** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) ***Enforcement.*** Upon notice of noncompliance with Labor Code Section 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion of a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

**9.5 Labor Compliance.** Pursuant to Labor Code section 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

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

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

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

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or an subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. The City reserves the right to require Contractor to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

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

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

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

## Article 10
## Safety Provisions

**10.1 Safety Precautions and Programs.** Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.

(A) ***Reporting Requirements.*** Contractor must immediately notify the City of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to City of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.

(B) ***Legal Compliance.*** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by Laws.

(C) ***Contractor's Obligations.*** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) ***Remedies.*** If City determines, in its sole discretion, that any part of the Work or Worksite is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

**10.2 Hazardous Materials.** Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Worksite that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

**10.3 Material Safety.** Contractor is solely responsible for complying with Section 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Worksite, as required by Law, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and City.

(A) ***Contractor Obligations.*** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Worksite and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely

(B) ***Labeling.*** Contractor must ensure proper labeling on any material brought onto the Worksite so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

**10.4 Hazardous Condition.** Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.

**10.5 Emergencies.** In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the City if, under the circumstances, there is inadequate time to seek prior authorization from the City.

## Article 11
## Completion and Warranty Provisions

### 11.1 Final Completion.

(A) ***Final Inspection and Punch List.*** When the Work required by this Contract is fully performed, Contractor must provide written notification to the City requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for the Project and its superintendent. Based on that inspection, City will prepare a punch list of items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the City or by a third party retained by the City due to Contractor's failure to timely complete any such outstanding item.

(B) ***Requirements for Final Completion.*** Final Completion will be achieved upon completion or correction of all punch list items, as verified by City's further inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents, and submission of all final submittals, including instructions

and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to City's satisfaction.

(C) ***Acceptance.*** The Project will be considered accepted upon City Council action during a public meeting to accept the Project, unless the Engineer is authorized to accept the Project, in which case the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) ***Final Payment and Release of Retention.*** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, City may withhold up to one hundred fifty percent 150% of City's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

## 11.2 Warranty.

(A) ***General.*** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) ***Warranty Period.*** Contractor's warranty must guarantee its Work for a period of one year from the project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) ***Warranty Documents.*** As a condition precedent to Final Completion, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) ***Subcontractors.*** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor expressly agrees to be co-guarantor of such Work.

(E) ***Contractor's Obligations.*** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to City's satisfaction.

(F) ***City's Remedies.*** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by City, or sooner, if required by the circumstances, City may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse City for its costs in accordance with subsection (H) below.

(G) ***Emergency Repairs.*** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse City for its costs in accordance with subsection (H), below.

(H) ***Reimbursement.*** Contractor must reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City's submission of a demand for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein in addition to any and all costs incurred by City to correct the defective Work.

**11.3 Use Prior to Final Completion.** City reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project or portion of it is in a

condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion. City will notify Contractor in writing of its intent to occupy or make use of the Project or any portions of the Project, pursuant to this provision.

(A) ***Non-Waiver.*** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) ***City's Responsibility.*** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract time.

**11.4 Substantial Completion.** For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to recordation of the Notice of Completion, except for warranty work performed under this Article.

## Article 12
## Dispute Resolution

**12.1 Claims.** This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) ***Limitations.*** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(B) ***Scope of Article.*** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount, and applies in addition to the provisions of Public Contract Code Section 9204 and Sections 20104, *et seq.*, which are incorporated herein by this reference.

(C) ***No Work Delay.*** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to a Claim or other dispute.

(D) ***Informal Resolution.*** Contractor will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and City.

**12.2 Claims Submission.** The following requirements apply to any Claim subject to this Article:

(A) ***Substantiation.*** The Claim must be submitted to City in writing by registered or certified mail with return receipt requested and clearly identified as a "Claim" submitted pursuant to this Article 12. The Claim must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of the relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts. Contractor understands that submission of a Claim which has no basis in fact or which Contractor knows to be false may violate the False Claims Act (Government Code Section 12650 et seq.).

(B) ***Claim Format and Content.*** A Claim must be submitted in the following format:

(1) Provide a cover letter, specifically identifying the submission as a "Claim" submitted under this Article 12, and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

(2) Provide a summary of each Claim, including underlying facts and the basis for entitlement and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of City's rejection of that demand, in whole or in part.

(3) Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim and include the following for each separate issue or Claim:

(a) A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;

(b) Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);

(c) A chronology of relevant events; and

(d) Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

(C) ***Submission Deadlines.***

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 21 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 21 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment, or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 21 days of the effective date of Final Payment, under Section 8.7, above.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.

**12.3 City's Response.** City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45 day period is extended by mutual agreement of City and Contractor, or as otherwise allowed under Public Contract Code Section 9204. However, if City determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, City may first request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim.

(A) ***Additional Information.*** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor. If Contractor's Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) ***Non-Waiver.*** Any failure by City to respond within the times specified above will not be construed as acceptance of the Claim in whole or in part, or as a waiver of any provision of these Contract Documents.

**12.4 Meet and Confer.** If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City's response or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing sent by registered or certified mail, return receipt requested and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to notify City of the dispute and demand an informal conference to meet and confer in writing within the specified time, Contractor's Claim will be deemed waived.

(A) ***Schedule Meet and Confer.*** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) ***Location for Meet and Confer.*** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) ***Written Statement After Meet and Confer.*** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) ***Submission to Mediation.*** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the claim that will be submitted for mediation as set forth below.

**12.5 Mediation and Government Code Claims.**

(A) ***Mediation.*** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code § 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and

mediation fees equally, but each party is otherwise solely and separately responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

(B) ***Government Code Claims***.

(1) Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

**12.6 Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

**12.7 Arbitration.** It is expressly agreed, under Code of Civil Procedure Section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

**12.8 Burden of Proof and Limitations.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The City will not be directly liable to any Subcontractor or supplier.

**12.9 Legal Proceedings.** In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the City's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the City reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.

**12.10 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

## Article 13
## Suspension and Termination

**13.1 Suspension for Cause.** In addition to all other remedies available to City, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, City may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to City's satisfaction.

(A) ***Notice of Suspension***. Upon receipt of City's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.

(B) ***Resumption of Work***. Upon receipt of the City's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.

(C) ***Failure to Comply***. Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(D) ***No Duty to Suspend.*** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

**13.2 Suspension for Convenience.** City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

**13.3 Termination for Default.** City may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) ***Default***. Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity;

unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

(B) ***Notice of Default and Opportunity to Cure***. Upon City's declaration that Contractor is in default due to a material breach of the Contract Documents, if City determines that the default is curable, City will afford Contractor the opportunity to cure the default within ten days of City's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.

(C) ***Termination***. If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, City may issue written notice to Contractor and its performance bond surety of City's termination of the Contract for default.

(D) ***Waiver***. Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination, where "additional cost" means all cost in excess of the cost City would have incurred if Contractor had timely completed Work without the default and termination. In addition, City will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on City property for the purposes of completing the remaining Work.

(E) ***Compensation***. Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to City of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to City's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by City, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of the total compensation to be paid by City.

(F) ***Wrongful Termination***. If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

**13.4 Termination for Convenience.** City reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

(A) Compensation to Contractor. In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) Completed Work. The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) Demobilization. Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

(3) Termination Markup. Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.

(B) Disputes. If Contractor disputes the amount of compensation determined by City pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of total compensation to be paid by City.

**13.5 Actions Upon Termination for Default or Convenience**. The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) ***General***. Upon termination, City may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor will transfer title to and deliver all completed Work and all Work in progress to City.

(B) ***Submittals***. Unless otherwise specified in the notice of termination, Contractor must immediately submit to City all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) ***Close Out Requirements***. Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

(1) Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with City's instructions for cessation of labor and securing the Project and any other Worksite(s).

(2) Comply with City's instructions to protect the completed Work and materials, using best efforts to minimize further costs.

(3) Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

(4) As directed in the notice, Contractor must assign to City or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to City's approval.

(5) As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to City.

(D) ***Payment Upon Termination***. Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor

will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

(E) ***Continuing Obligations***. Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

## Article 14
## Miscellaneous Provisions

**14.1 Assignment of Unfair Business Practice Claims.** Under Public Contract Code Section 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.

**14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.

**14.3 Waiver.** City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by the City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or

not similar, nor will any waiver constitute a continuing waiver unless specified in writing by the City.

**14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.

**14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.

**14.6 Survival.** The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6 of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

# SPECIAL CONDITIONS

1.__ **Emergency Contact.** Prior to the commencement of Work on the Project, Contractor must provide contact information to the Engineer for the person designated by Contractor to respond to any emergency that arises on the Worksite during the course of the Project. That person will be responsible for responding to the Worksite within thirty (30) minutes following notification of an emergency by City's Police or Fire Department, regardless of the time of day.

END OF SPECIAL CONDITIONS

**CITY OF MORGAN HILL**

**2025 SIDEWALK REPAIR AND REPLACEMENT PROJECT**
**TECHNICAL SPECIFICATIONS**

## SCOPE OF WORK:

The Sidewalk Replacement Project will occur at multiple locations within Morgan Hill, CA 95037, and the Scope of Work is described as follows:

- Remove and replace damaged sidewalk totaling approximately 3,885 square feet, 127 linear feet of curb and gutter, and 14 curb ramps and remove roots of trees that have been removed prior to the sidewalks being opened up, that is, root removal will be required by the sidewalk contractor.

## GENERAL REQUIREMENTS:

### 1.01 ORDER OF WORK

a. Description: Order of work shall conform to the provisions in the Caltrans "Standard Specifications" (CSS) and these special provisions.

Upon scheduled date of the preconstruction meeting, contractor shall prepare and submit a detailed schedule to the City Project Manager for review and approval. In addition, contractor shall provide and deliver a notice (minimum of 48 hours prior to construction) to all affected residents.

b. Measurement and Payment: Full compensation for conforming to the provisions in this section "Order of Work" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

### 1.02 MAINTAINING TRAFFIC

a. Description: Attention is directed to Sections 7-1.03, "Public Convenience", 7-1.04, "Public Safety", and 12, "Construction Area Traffic Control Devices", of the Standard Specifications and to the provisions in "Public Safety" of these special provisions and these special provisions. Nothing in these special

provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.04.

The Contractor may detour traffic in a route approved by the City Project Manager. Flaggers shall be provided at non-signalized intersections when traffic conditions warrant as determined by the City Project Manager. At least one lane of traffic shall be provided through the construction area during construction. Two lanes of traffic shall be provided through the project area during non-construction time.

Vehicular and pedestrian access to all properties shall be maintained at all times. Contractor shall place “no parking” signs as required in order to prevent the public from blocking the work. Contractor shall provide trench plates where necessary to accommodate access or provide other means of access.

b. Measurement and Payment: Full compensation for conforming to the provisions in this section "Maintaining Traffic" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

## 1.03 PUBLIC SAFETY

a. Description: The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety”, of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

A. Excavations**.—**The near edge of the excavation is 12 feet or less from the edge of the lane, except:

1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
2. Excavations less than one foot deep.
3. Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
6. Excavations protected by existing barrier or railing.

B. Temporarily Unprotected Permanent Obstacles**.—**The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the City Project Manager,

removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

C. Storage Areas.—Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

*The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.*

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance. Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

| Approach Speed of Public Traffic (Posted Limit) | Work Areas |
|---|---|
| 45 Miles Per Hour | Within 6 feet of a traffic lane but not on a traffic lane |
| 35 to 45 Miles Per Hour | Within 3 feet of a traffic lane but not on a traffic lane |

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the City Project Manager.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure. Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

b. Measurement and Payment: Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

## 1.04 DUST CONTROL

a. Description: Dust control shall conform to the provisions in Section 10, “Dust Control”, of the Standard Specifications and these Special Provisions.

b. Measurement and Payment: Full compensation for conforming to the provisions in this section "Dust Control" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

## 1.05 WATER POLLUTION CONTROL

*a. General: Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.*

Water pollution control work shall conform to the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto issued up to, and including, the date of advertisement of the project, hereafter referred to respectively as the "Preparation Manual" and the "Construction Site BMP Manual" and collectively as the "Manuals." Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520. Copies of the Manuals may also be obtained from the Department's Internet Web Site at: http://www.dot.ca.gov/hq/construc/stormwater.html.

The Contractor shall know and fully comply with the applicable provisions of the Manuals and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Under no circumstances, shall concrete wash water, water from saw-cutting operations or any other contaminated water be allowed to enter the storm drain system or other drainage courses.

Unless arrangements for disturbance of areas outside the project limits are made by the City of Morgan Hill and made part of the contract, it is expressly agreed that the City assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Manuals and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, an amount of the money due the Contractor under the contract, as determined by the City of Morgan Hill, may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

A. The City give the Contractor 30-days notice of the City's intention to retain funds from partial payments, which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract, may be made without prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.

C. If the City has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the City shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the provisions in this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

b. Measurement and Payment: Full compensation for conforming to the provisions in this section "Water Pollution Control" shall be considered as

included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

## 1.06 DAMAGE REPAIR

a. Description: Attention is directed to Section 7-1.16, “Contractor’s Responsibility for the Work and Materials”, and Section 7-1.11, “Preservation of Property”, of the Standard Specifications and these Special Provisions.

Any damage to existing facilities or properties during the period of the work shall be returned to the original condition.

b. Measurement and Payment: All damage to existing facilities shall be repaired and or replaced at the Contractor’s expense.

## 1.07 RESPONSIBILITY FOR DAMAGE

a. General: Responsibility for damage shall conform to the provisions in Section 7-1.12, “Responsibility for Damage”, of the Standard Specifications.

## 1.08 PROGRESS SCHEDULE

a. General: The progress schedule shall be in accordance with Section 8-1.04 of the CSS. Furthermore, on a weekly basis, the schedule shall be updated and submitted to the City Project Manager. This update shall show the progress on salient features, mark the dates of completion and incorporate changes in construction sequencing or in items of construction.

b. Format: The construction schedule shall be a CPM format. The schedule shall be submitted in the following formats: Time-scaled Logic Diagram showing the name of the activity, the logical relationships, the duration, and the actual or scheduled start dates in a bar chart format; and an Activity Report showing the name of the activity, the actual and scheduled finish and start dates, the scheduled and actual durations, the logical relationships and other pertinent data. The schedule shall be subject to review, correction and acceptance by the City Project Manager.

c. Periodically Scheduled Meetings: Periodically scheduled meetings will be required, in which the project teams of the Contractor and his agents and the City can meet to discuss the schedule and progress of project.

d. Measurement and Payment: Full compensation for conforming to the provisions in this section "Progress Schedule” shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

## 1.09 COORDINATION OF WORK

a. Description: The Contractor shall give specified notifications to the property owners effected by the work. All properties affected by the work shall be notified in writing, 48 hours prior to the interruption. In addition, the Contractor shall attempt to notify the affected occupants or residents, in person, on the same day of the work.

Failure to notify property owners with written notification shall result in stopping the project progress.

b. Measurement and Payment: Full compensation for conforming to the provisions in this section "Coordination of Work" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

## 1.10 DAILY AND FINAL CLEAN UP

a. Description: The Contractor shall clean up all rubbish and excess materials from the work site on a daily basis, the material storage site, and all ground occupied by Contractor in connection with this work. All tree, roots, wood chips, branches, soil and concrete debris shall be removed from each repair location on a daily basis. The Contractor shall leave all parts of the work in a neat and presentable condition on a daily basis and prior to final inspection of the work by the Project Manager.

b. Measurement and Payment: Full compensation for conforming to the provisions in this section "Daily and Final Clean Up" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

## SIDEWALK REPAIR, CURB & GUTTER REMOVAL AND REPLACEMENT

### 2.01 MOBILIZATION

a. Description: Mobilization shall conform to the provisions in Section 11, "Mobilization", of the Standard Specifications. Mobilization shall include mobilizing labor and equipment and all necessary incidentals to complete the work at the various addresses listed in the **Appendix 1**. Underground Service Alert-Northern California (USA) shall be contacted prior to removal of sidewalks, curb and gutters, and trees in order to prevent possible utility damage.

b. Measurement and Payment: Full compensation for conforming to the provisions in this section "Mobilization" shall be considered as included in the contract unit prices paid for the various items of work involved and no additional compensation will be allowed therefore.

### 2.02 SCHEDULING

a. Description: The Contractor shall submit a complete, tentative project schedule at the time of the preconstruction meeting. A minimum of five (5) working days prior to beginning work on any of the streets, the Contractor shall submit to the City Project Manager for approval a detailed written schedule of work listing the dates on which individual streets shall be surfaced. Following approval, the Contractor shall adhere diligently to the approved written schedule in the prosecution of the work.

The contractor shall post No Parking signs on affected streets indicating the date of work at least 48 hours prior to the actual work. As previously noted in Section 1.09-Coordination of Work, the Contractor shall also notify individual residents who will be adversely affected by the work in writing via fliers or door hangers at least 48 hours prior to work. The Contractor shall submit for approval by the City Project Manager a sample of the written notification to be supplied to residents. This sample shall be submitted at the time of the preconstruction meeting. Any expenses incurred by delays caused by the failure of the Contractor to adhere to the approved schedule or to properly notify residents shall be borne solely by the Contractor.

b. Measurement and Payment: Full compensation for conforming to the provisions in this section "Scheduling" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

### 2.03 PROJECT APPEARANCE

a. Description: The Contractor shall maintain a neat appearance at the work site in all areas visible to the public. Broken concrete, asphalt concrete, soil, tree branches and roots and other debris developed during construction shall be disposed of concurrently with its removal on a daily basis. Stockpiling of

new materials shall be permitted only with the approval of the City Project Manager and only in approved locations.

The Contractor shall sweep the streets daily within the project area as directed by the City Project Manager for the duration of the project. The Contractor shall not sweep construction materials or other debris onto private properties.

The Contractor shall be responsible for any and all damage to public and private property (including driveways, trees, plants, shrubs, fences, etc...) and shall replace with new material or correct any damaged property to the satisfaction of the City Project Manager.

b. Measurement and Payment: Full compensation for conforming to the provisions in this section "Project Appearance" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

## 2.04 CONSTRUCTION AREA SIGNS

a. Description: Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices", of the Standard Specifications and these special provisions.

Attention is directed to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Type II retro reflective sheeting shall not be used on construction area sign panels.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

| Notification Center | Telephone Number |
|---|---|
| Underground Service Alert-Northern California (USA) | 1-800-642-2444<br>1-800-227-2600 |
| Underground Service Alert-Southern California (USA) | 1-800-422-4133<br>1-800-227-2600 |

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricatedfrom fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

The Contractor may be required to cover certain signs during the progress of thework. Signs that are no longer required or that convey inaccurate information tothe public shall be immediately covered or removed, or the information shall becorrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retro-reflectiveface of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signsproperly.

b. Measurement and Payment: Full compensation for conforming to the provisions in this section "Construction Area Signs" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

## 2.05 TRAFFIC & PEDESTRIAN CONTROL

a. Description: The Contractor shall comply with all of the requirements of the current edition of the State of California "Manual of Traffic Controls for Construction and Maintenance and Work Zones" for traffic control, pedestrian control and all construction area signs. Attention is also directed to Sections 7-1.03, "Public Convenience", and 7-1.04, "Public Safety", of the CSS and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04.

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices", of the CSS, the Manual of Traffic Controls and these Special Provisions. **Sidewalk closure signs shall be placed at each sidewalk replacement location.**

When traffic control is not performed in compliance with the submitted Traffic Control Plan, the project shall be suspended until the Contractor conforms to the approved plan. During the period of suspension, all construction expenses incurred shall be the sole responsibility of the Contractor.

b. Measurement and Payment: Full compensation for conforming to the provisions in this section "Traffic Control" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

## 2.06 REMOVE AND REPLACE CONCRETE SIDEWALK/CURB AND GUTTER/ADA CURB RAMPS

a. Description: This work consists of the removal and replacement of damaged concrete sidewalk and the removal and replacement of concrete curb and gutter. Root removal may be necessary at each location. City Project Manager should be consulted prior to root removal. Exact locations of sidewalk replacement and root removals are to be determined by the City Project Manager.

It is anticipated that at least 3,885 SF of concrete sidewalk, 127 linear feet of curb and gutter, and 14 curb ramps will be removed and replaced.

**SIDEWALK REPLACEMENT**

Sidewalk replacement Work includes removal and disposal of existing sidewalk, saw-cutting, root removal, expansion joints if required, score joints, removal/replacement & compaction of base material, formwork, curing compound, and rebar doweling per 2007 City Standard Details, to the dimensions at the locations listed in these special provisions (if the sidewalk is attached to curb and gutter it must be doweled every three (3) feet and if it is attached to a park strip, the contractor will need to dowel on both ends) or as directed by theCity Project Manager and in conformance with Section 73 Concrete Curbs and Sidewalks, Section 15 Existing Highway Facilities of the CSS and the City's Standard Details for Construction.

**CURB AND GUTTER**

For curb and gutter work asphalt plugs will be needed. They shall be included in the curb and gutter pricing. The City Standard for AC plugs is 2' minimum from edge of gutter pan at a minimum depth/thickness of 6". The City Standard Details for construction are attached to these technical specifications.

**ADA CURB RAMPS**

The City has 14 ada curb ramps for replacement. These curb ramps should be replaced on or after June 10, 2025 but completed by June 30, 2025. The price per curb ramp SHALL include up to 5' of sidewalk past the ramp limits (in each direction) to allow for any necessary conform. The City requires a minimum of 3' X 4', gray color, "Armor Tile" cast-in-place truncated domes or approved equal. Asphalt plugs will also be required for curb ramps and shall be included in the curb ramp pricing. The City Standard for AC plugs is 2' minimum from edge of gutter pan at a minimum depth/thickness of 6". The City's Standard Details for Construction are attached to these technical specifications.

Submittals: Concrete mix design, concrete curing compound, asphaltmix design, and aggregate baserock mix design

Order of Work: Contractor shall demo concrete sidewalk or curb & gutter to expose roots. Roots in conflict with the replacement sidewalk shall be **hand cut** and not torn-out using force or equipment. Work shall be performed byan ISA certified arborist. Roots shall be trimmed approximately 3 inches below the aggregate base. Contractor shall perform demo and replacement of sidewalkand all incidentals at each location within 5 working days, including root removalsin coordination with current City Tree Contractor/Arborist.

Materials: Portland Cement Concrete: Portland cement concrete shall be in conformance with Section 90 "Portland Cement Concrete" of the CSS for Class B Concrete. Curing Compound: shall be in conformance with Section 90 "Portland Cement Concrete" of the CSS. Asphalt Concrete: Asphalt concrete used shall be Type A, 2" medium in accordance with Section 39 of the CSS. Aggregate base: AB shall be Class 2, 3/4" maximum grading, and shall conform to

the provisions in Section 26, "Aggregate Bases", of the Standard Specifications and these special provisions.

Measurement and Payment: The contract unit price paid, as shown in the Bid Schedule, for "Remove and Replace Concrete Sidewalk" shall include full compensation for performing all of the work listed above, complete in place, including traffic/pedestrian control/signage, and all incidentals as specified in theses Standard Specifications and these Special Provisions, 2007 City DesignStandards, and as directed by the City Project Manager.

## 2.07 TREE REMOVAL

The Sidewalk Repair Contractor will coordinate with the City's Tree Contractor to open the sidewalk, so that the Tree Contractor can determine if the tree needs to be removed. If the tree needs to be removed the Tree Contractor will remove the tree prior to the sidewalk being repoured. If the Tree Contractor determines the tree does not need to be removed the Sidewalk Repair Contractor will be responsible for the removal of the tree roots.

If the tree has been removed prior to the sidewalk being opened up, the Sidewalk Repair Contractor would be responsible for removing any remaining tree root.
.
Coordination of tree removals will be discussed at the pre-construction meeting.

**Additional Information:**

1. Please see attached 2025 Sidewalk Repair and Replacement Project list.

2. The map to the sidewalk locations can be accessed via the below link:

Sidewalk Map -
https://www.google.com/maps/d/edit?mid=1IPbkPiQWKmrIvPWShX3OJLIb3aPmcmc&usp=sharing

The City's standard specification sheets for the sidewalk, curb and gutter, and the Americans with Disabilities Act (ADA) ramps are also attached.

**CITY OF MORGAN HILL**
**2025 SIDEWALK PROJECT**

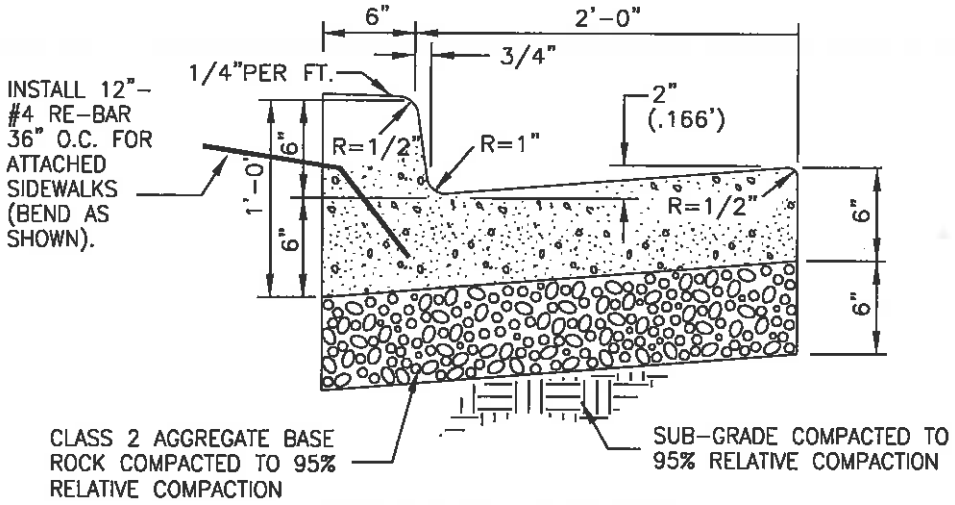
| # | Address | Sidewalk Ft | Curb & Gutter (Linear Ft) | Curb Ramp | # of Trees | Notes |
|---|---|---|---|---|---|---|
| 1 | 14505 Shadow Lane | 20 | | | 1 | |
| 2 | 15245 La Alameda/Watsonville | 5 | | | 1 | |
| 3 | 740 Alamo | | | | | |
| 4 | 775 La Grande on La Crosse Side | 10 | | | 1 | |
| 5 | 755 W Middle / Native Dancer | 30 | | | 1 | |
| 6 | 409 Yellowstone/16204 Sunset | 20 | | | 2 | 3 locations - 5 ft, 5 ft, 10ft |
| 8 | 935 W Dunne | 10 | | | 1 | |
| 9 | 43 W 2nd St | 15 | | | | |
| 10 | 16800 Del Monte (Manor Ct side) | | 40 | | 2 | |
| 11 | Del Monte (West side street near W Dunne) | 30 | | | 3 | 3 different locations - 5 ft, 15ft, 10ft |
| 12 | Civic Center | 5 | | | | 5x2 - Top of step going into break room of City Hall |
| 13 | 450 Marcia Dr (Florence Ct side) | 15 | | | 1 | |
| 14 | 70 W 5th St | 36 | 11 | | | 25ft sidewalk; 11ft driveway approve, 11ft curb and gutter for driveway |
| 15 | 305 W Main | 25 | | | | 2 locations - 10ft, 5ft |
| 16 | 17620 Crest Ave | 20 | | | | |
| 17 | 17680 Monterey Rd | 20 | | | 1 | |

**CITY OF MORGAN HILL**
**2025 SIDEWALK PROJECT**

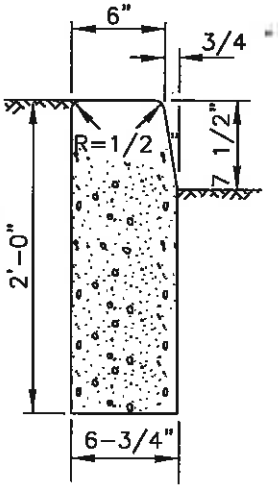
| # | Address | Sidewalk Ft | Curb & Gutter (Linear Ft) | Curb Ramp | # of Trees | Notes |
|---|---|---|---|---|---|---|
| 18 | 17785 Del Monte Ave | 5 | | | | |
| 19 | 17810 Monterey Rd | 5 | | | 1 | |
| 20 | 19021 Clayton Ave<br>19030 Clayton Ave<br>19031 Clayton Ave | 40 | | | 3 | 4 different locations - 10ft, 5 ft, 10ft, 15ft |
| 21 | 18275 Shadowbrook/Llagas | 20 | | | | |
| 22 | 18560 Del Monte | 55 | | | 3 | |
| 23 | 16950 Malaga Dr | | 11 | | 1 | |
| 24 | 18065 Del Monte | 5 | | | 1 | |
| 25 | 17995 Del Monte (Christine Lynn side) | 20 | | | | 3 locatoins - 5ft, 10ft, 5ft |
| 26 | 17995 Monterey<br>18025 Monterey<br>18055 Monterey | 165 | | | | 17995 - 5x3ft<br>18025 - 6 locations<br>18055 - 3 locations 25ft, 20ft, 45ft |
| 27 | 195 Preservation Way (Del Monte side) | 25 | | | 2 | 2 locations - 10ft, 15ft |
| 28 | 110/170 E Dunne btw Church/railroack tracks | 15 | | | 2 | 2 locations - 5ft, 10ft |
| 29 | 16756 San Luis Way | 13 | 5 | | 1 | |
| 30 | 1495/1485 Seville | 10 | | | 1 | |
| 31 | 17095 Peppertree | 15 | | | 1 | |
| 32 | 16820 Gallop / 2735 Hay Loft | 8 | | | 1 | |
| 33 | 2335 Fountain Oaks<br>2325 Fountain Oaks | 45 | | | 2 | 2335 - 3 locations - 10ft, 5ft, 10ft<br>2325 - 1 location - 20ft |

**CITY OF MORGAN HILL**
**2025 SIDEWALK PROJECT**

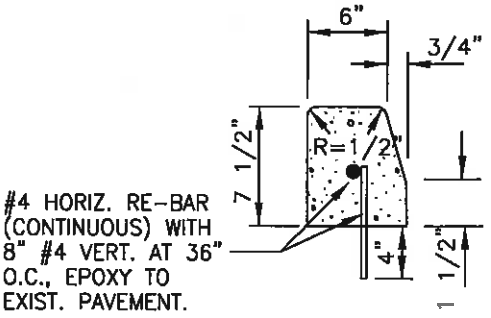
| # | Address | Sidewalk Ft | Curb & Gutter (Linear Ft) | Curb Ramp | # of Trees | Notes |
|---|---|---|---|---|---|---|
| 34 | 17435 Serene Dr | 5 | | | | |
| 35 | 750 San Pedro (San Ramon side) | 20 | 10 | | 2 | |
| 36 | 950 Via Grande | 25 | | | 2 | 2 locations - 10ft, 15ft |
| 37 | 930 Via Grande | 10 | | | 1 | |
| 38 | 40 E 4th St | 10 | | | 1 | |
| 39 | Del Monte by Monte Vista entrance | | | 2 | | |
| 40 | Jasmine/Peppertree | | | 2 | | |
| 41 | Leafy Ct/Peppertree | | | 2 | | |
| 42 | Acacia Way/Peppertree | | | 2 | | |
| 43 | Peppertree Ct/Peppertree | | | 2 | | |
| 44 | E Main/Live Oak High School | | | 4 | | |
| 45 | 235 Tennant Ave | | 50 | | | |
| | **TOTAL** | **777** | **127** | **14** | **39** | |
| | **Sidewalk Square Feet** | **3,885** | | | | |
| | | | | | | |
| | | | | | | |



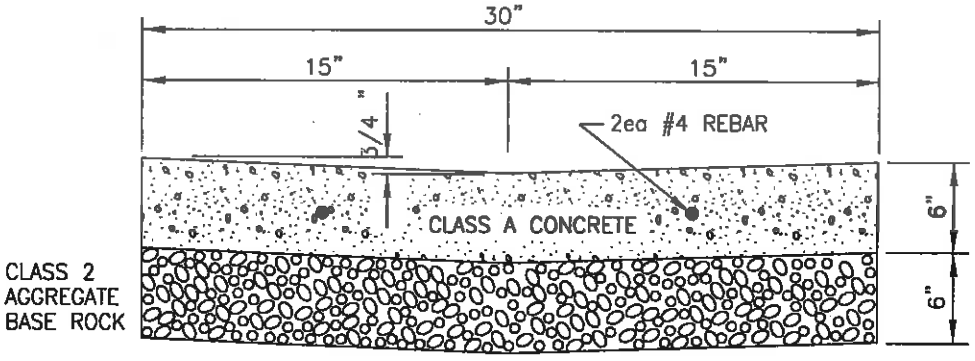

"TYPE 1" CURB AND GUTTER




"TYPE 2" FULL VERTICAL CURB



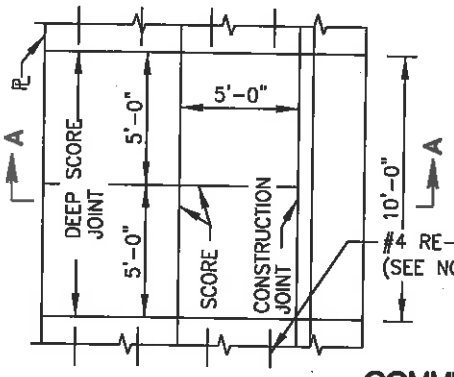

"TYPE 3" (TEMPORARY) EXTRUDED CURB

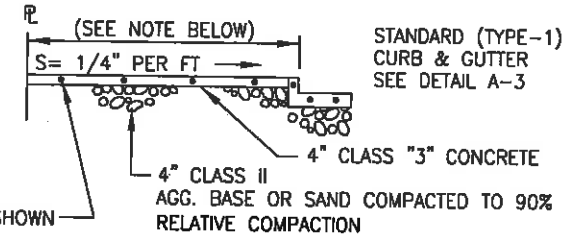



"TYPE 4" VALLEY GUTTER

**NOTES:**
1. A DEEP SCORE JOINT AT EVERY 10' (1/4" X 1 1/4" MIN.) AND A FELT SEPARATOR AT EVERY 60' (1/2") SHALL BE INSTALLED FOR ALL GUTTER TYPES.
2. TYPE 3 (TEMPORARY) EXTRUDED CURB SHALL ONLY BE USED UPON WRITTEN APPROVAL BY THE CITY ENGINEER.

| City of Morgan Hill<br>Public Works Department | | | CONCRETE CURB AND/OR GUTTER TYPES | DRAWING NO. A-3 |
|---|---|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER | 4/1/96<br>DATE | 3/15/07<br>REVISED | | |

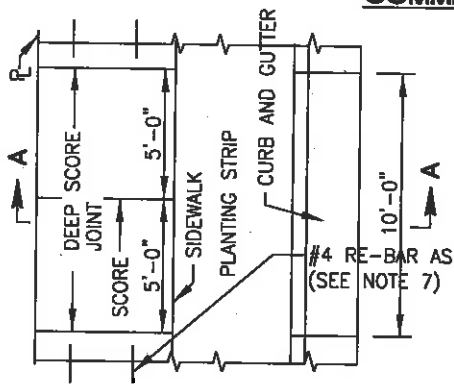


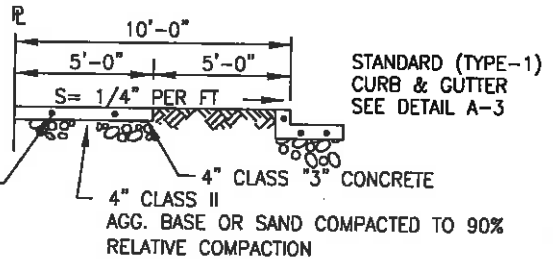




SECTION A-A

## COMMERCIAL

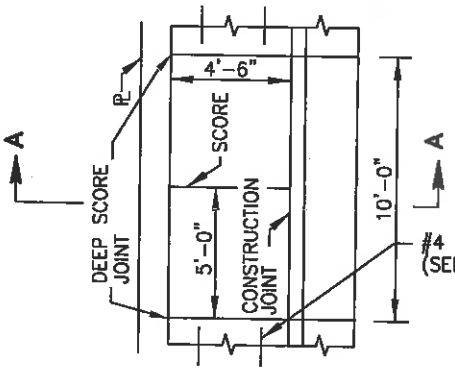
NOTE: 10' COMMERCIAL SIDEWALK IN DOWNTOWN CORE. FOR 5' SIDEWALK, SEE RESIDENTIAL ATTACHED OR DETACHED, DEPENDING UPON PLANNING DEPARTMENT REQUIREMENTS.

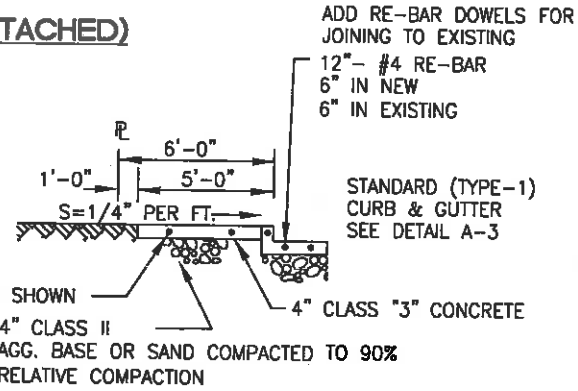



SECTION A-A

## RESIDENTIAL (DETACHED)



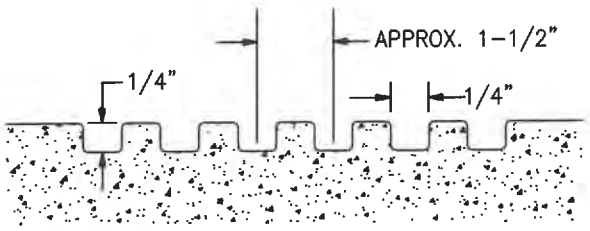

SECTION A-A

## RESIDENTIAL (ATTACHED)

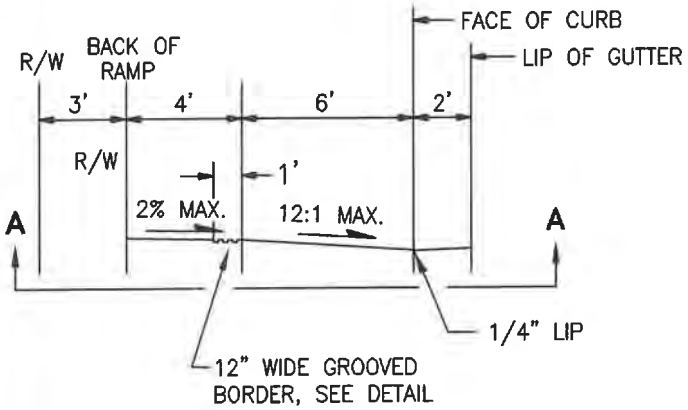
NOTES:

1. CONSTRUCT 3/8" EXPANSION JOINTS WITH FELT FILLER AT RETURNS AND MAJOR STRUCTURES.
2. ROUND ALL EXPOSED EDGES TO 1/2" RADIUS.
3. PLACE EXPANSION JOINTS EVERY 60' (1/2" FELT SEPARATOR).
4. PLACE DEEP SCORE JOINTS EVERY 10'. (1/4" X 1 1/4" MIN)
5. PLACE SCORE MARKS EVERY 5' IN SIDEWALK SECTIONS ONLY. (1/8" X 1/2" MIN.)
6. PLACE AN "S" FOR SEWER LATERAL AND A "W" FOR WATER SERVICE ON FACE OF CURB (NEW DEVELOPMENTS ONLY).
7. FOR NEW SIDEWALK POURED TO ADJOIN EXISTING SIDEWALK, 2-#4 REBARS SHALL BE DOWELLED 6" INTO EXISTING SIDEWALK AND EXTEND 6" INTO NEW SIDEWALK POUR (SEE DIAGRAM ABOVE)..
8. FOR NEW ATTACHED SIDEWALK POURED TO ADJOIN EXISTING CURB, #4 REBARS SHALL BE DOWELLED 6" INTO BACK OF CURB AT EVERY 36" (NOT SHOWN IN DIAGRAM, SEE DETAIL A-3).

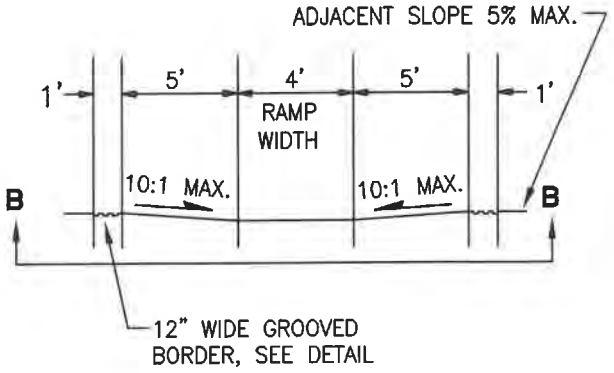
| City of Morgan Hill<br>Public Works Department | SIDEWALK COMMERCIAL, DETACHED RESIDENTIAL, AND ATTACHED RESIDENTIAL | DRAWING NO. |
|---|---|---|
| Jim Ashcraft CITY ENGINEER — 4/1/96 DATE — 3/15/07 REVISED | | A-4 |




**GROOVING DETAIL**

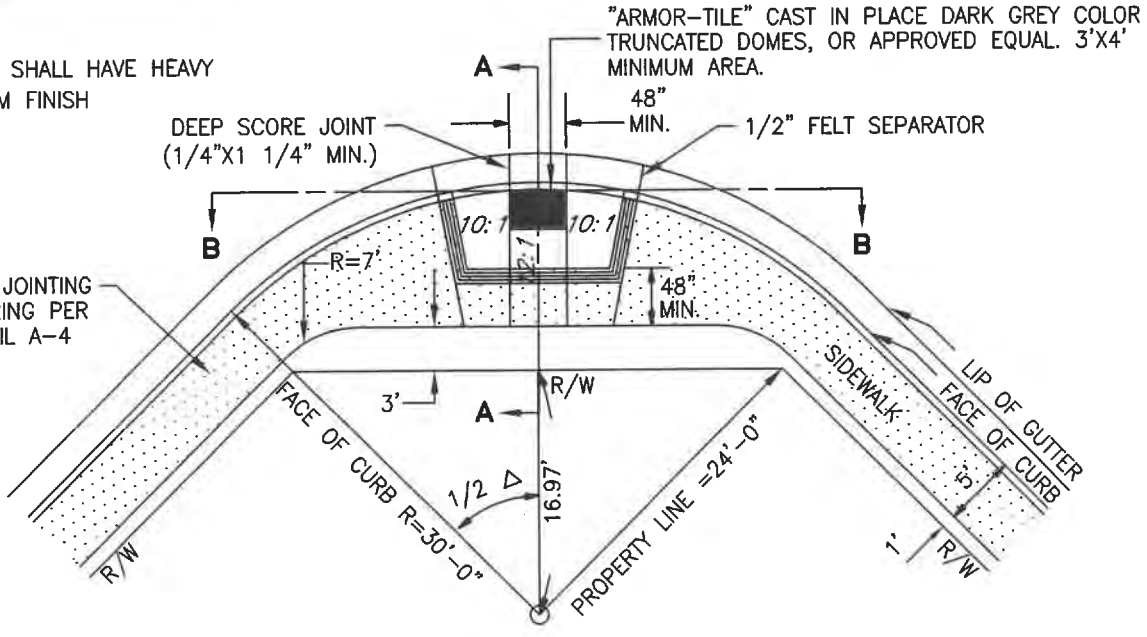



**SECTION A - A**




**SECTION B - B**

NOTE: RAMP SHALL HAVE HEAVY BROOM FINISH




**NOTE:** CURRENT A.D.A. (AMERICANS WITH DISABILITIES ACT) REQUIREMENTS SHALL GOVERN OVER THIS DRAWING.

| City of Morgan Hill<br>Public Works Department | HANDICAP RAMP<br>RESIDENTIAL SIDEWALK | DRAWING NO.<br>A-1 |
|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER — 4/1/96 DATE — 2/25/09 REVISED | | |

(h) Pneumatically Placed Mortar. Materials used in Gunite, Shotcrete, Mortar, etc., applied directly to a surface by air jet, shall be in accordance with CSS Section 53 and Section 90, irrespective of manufacture of the mixing and placing apparatus.

(i) Proportioning and Mixing. All proportioning and mixing methods, devices, and transporting, shall be in accordance with CSS Section(s) 90–5 and 90–6.

(j) Workability. Concrete shall be of such consistency that it can be worked readily into the corners and angles of the forms and around the reinforcement without excessive spading and does not permit material segregation or bleeding of water.

(k) Field Tests. During the progress of construction, the Inspector has the authority to order tests to determine whether the concrete, as being produced, complies with the standards of quality specified. These tests shall be made in accordance with ASTM C 31 and ASTM C 39. For all concrete, the standard age for the test shall be 7 days. Slump tests shall be in accordance with ASTM C 143.

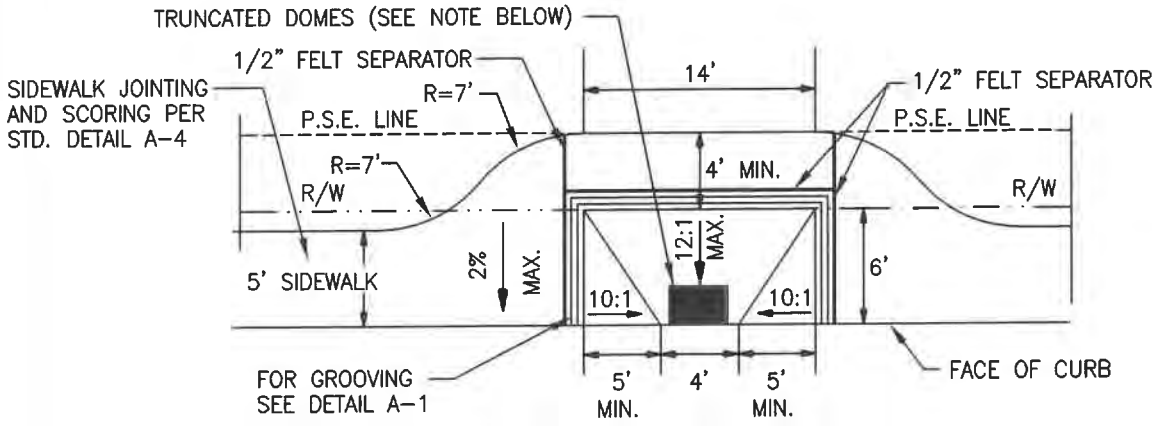
## EMERGENCY ACCESS SURFACING

Contractor shall be responsible for providing an "All Weather Surface" to any existing structure and/or structures under construction within the project area. For structures under construction, the required surface shall be in place prior to the commencement of any wood framing.

The required "All Weather Surface" shall consist of 6" min. thickness, Class 2 Aggregate Baserock, compacted to a relative compaction of 95%. The contractor shall be responsible for removal of any contaminated baserock prior to finish grading.

The Building Division will issue a "Foundation Only" permit and shall not issue a permit for wood framing unless the following requirements are met:

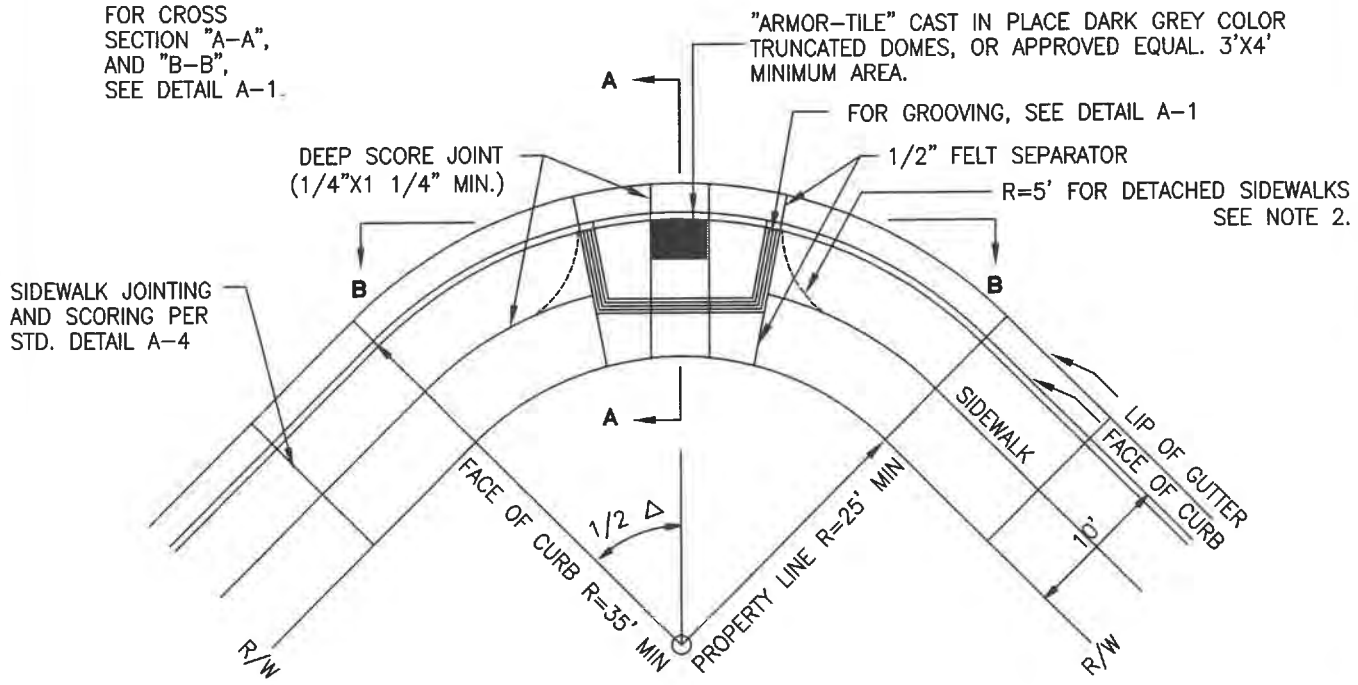
1. All new water mains are charged, pressure tested, bacteria tested and approved by the Department of Public Works. All fire hydrants within 500' of new construction are charged and operational.
2. All sub–grade is compacted to a relative compaction of 95%, tested and approved by the Department of Public Works.
3. Central Fire District has approved the proposed surface location and has visited the site after construction of the surface, but prior to issuance of Building permits for wood framing.




**"CASE D" HANDICAP RESIDENTIAL RAMP**

NOTE: RAMP SHALL HAVE HEAVY BROOM FINISH

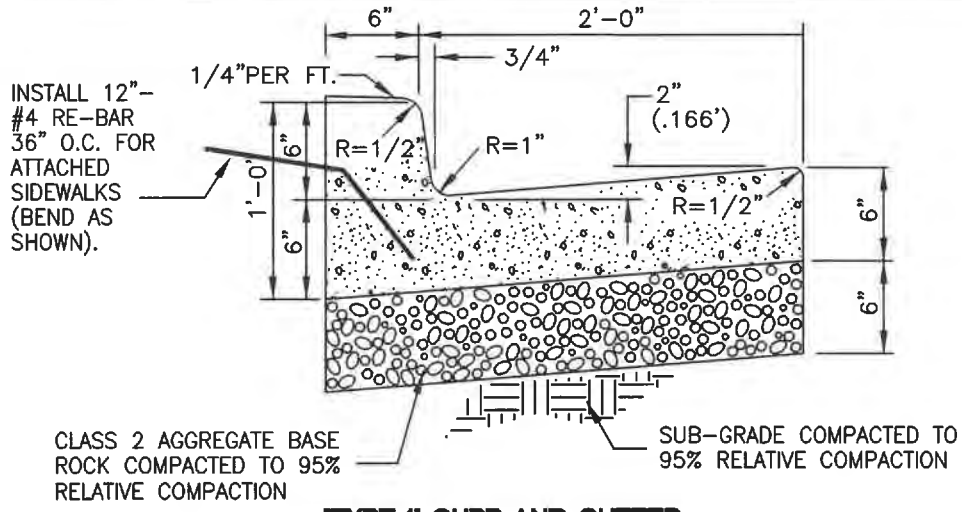
FOR CROSS SECTION "A-A", AND "B-B", SEE DETAIL A-1.



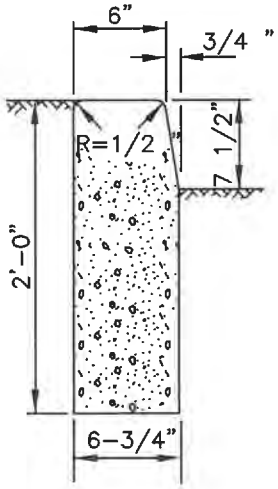

**NOTES:**

1. CURRENT A.D.A. (AMERICANS WITH DISABILITIES ACT) SHALL GOVERN OVER THIS DRAWING.
2. FOR 5' ATTACHED SIDEWALK, SEE DETAIL A-1 FOR HANDICAP RAMP AND SIDEWALK CONFIGURATION.

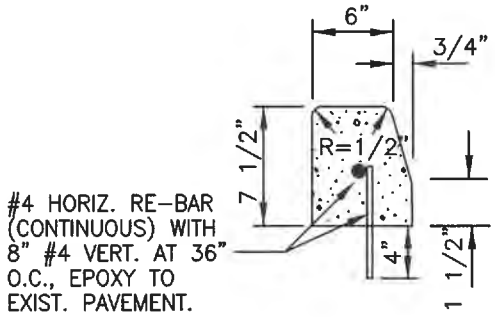
| City of Morgan Hill<br>Public Works Department | HANDICAP RAMP<br>COMMERCIAL SIDEWALK | DRAWING NO.<br>A-2 |
|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER — 4/1/96 DATE — 2/25/09 REVISED | | |



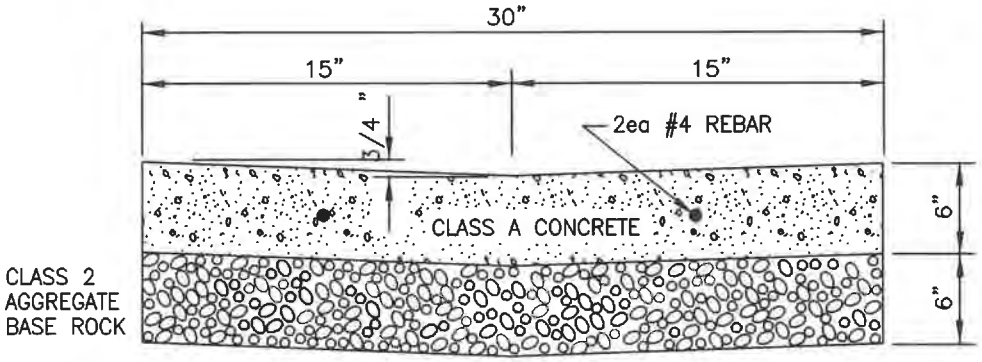

**"TYPE 1" CURB AND GUTTER**




**"TYPE 2" FULL VERTICAL CURB**



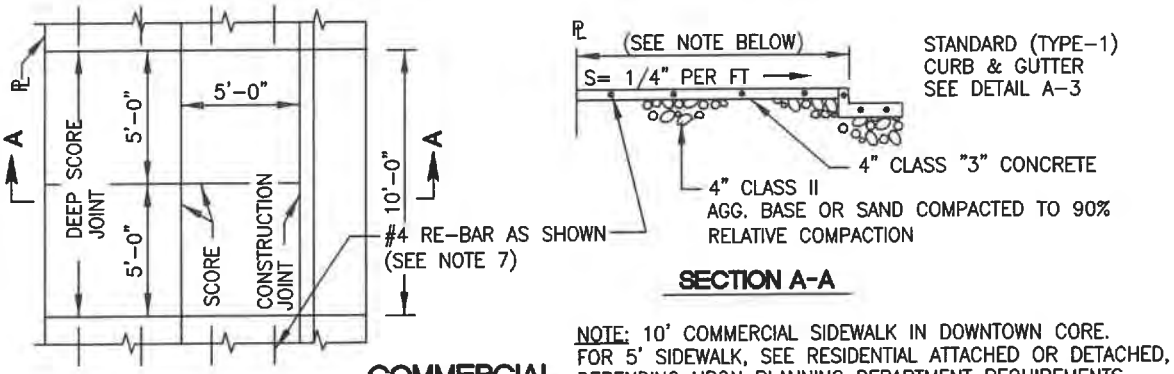

**"TYPE 3" (TEMPORARY) EXTRUDED CURB**




**"TYPE 4" VALLEY GUTTER**

**NOTES:**
1. A DEEP SCORE JOINT AT EVERY 10' (1/4" X 1 1/4" MIN.) AND A FELT SEPARATOR AT EVERY 60' (1/2") SHALL BE INSTALLED FOR ALL GUTTER TYPES.
2. TYPE 3 (TEMPORARY) EXTRUDED CURB SHALL ONLY BE USED UPON WRITTEN APPROVAL BY THE CITY ENGINEER.

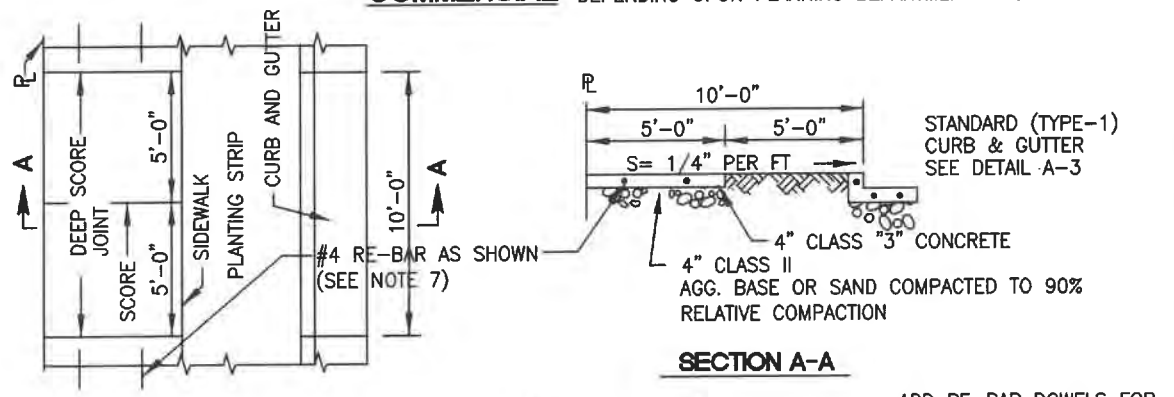
| City of Morgan Hill<br>Public Works Department | CONCRETE CURB AND/OR GUTTER TYPES | DRAWING NO. |
|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER<br>4/1/96 DATE<br>3/15/07 REVISED | | A-3 |




SECTION A-A

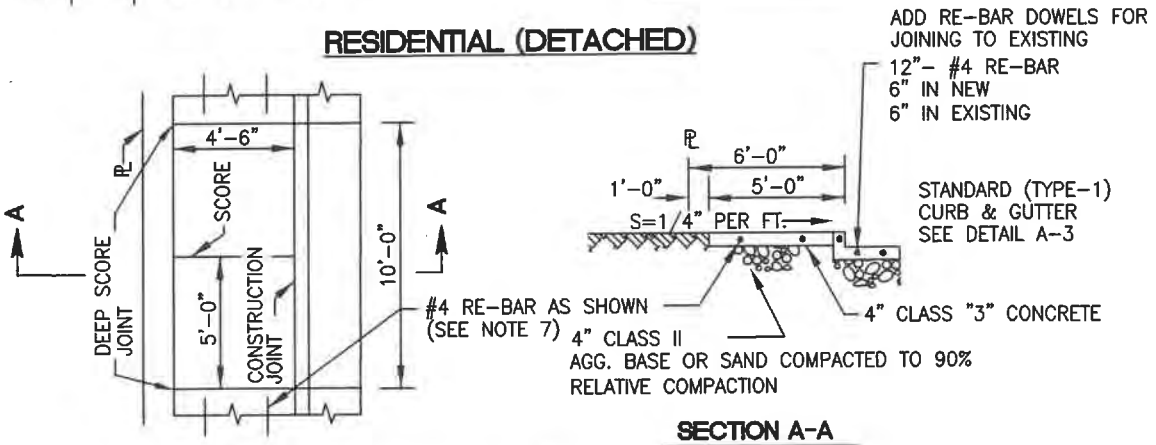
## COMMERCIAL

NOTE: 10' COMMERCIAL SIDEWALK IN DOWNTOWN CORE.
FOR 5' SIDEWALK, SEE RESIDENTIAL ATTACHED OR DETACHED,
DEPENDING UPON PLANNING DEPARTMENT REQUIREMENTS.




SECTION A-A

## RESIDENTIAL (DETACHED)



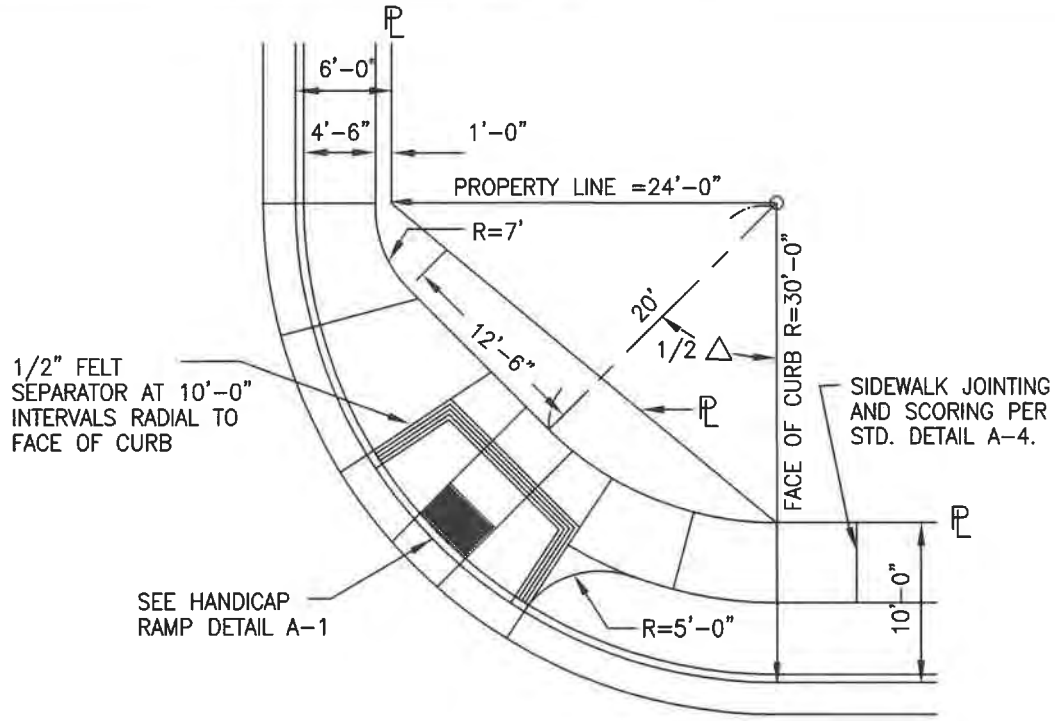

SECTION A-A

## RESIDENTIAL (ATTACHED)

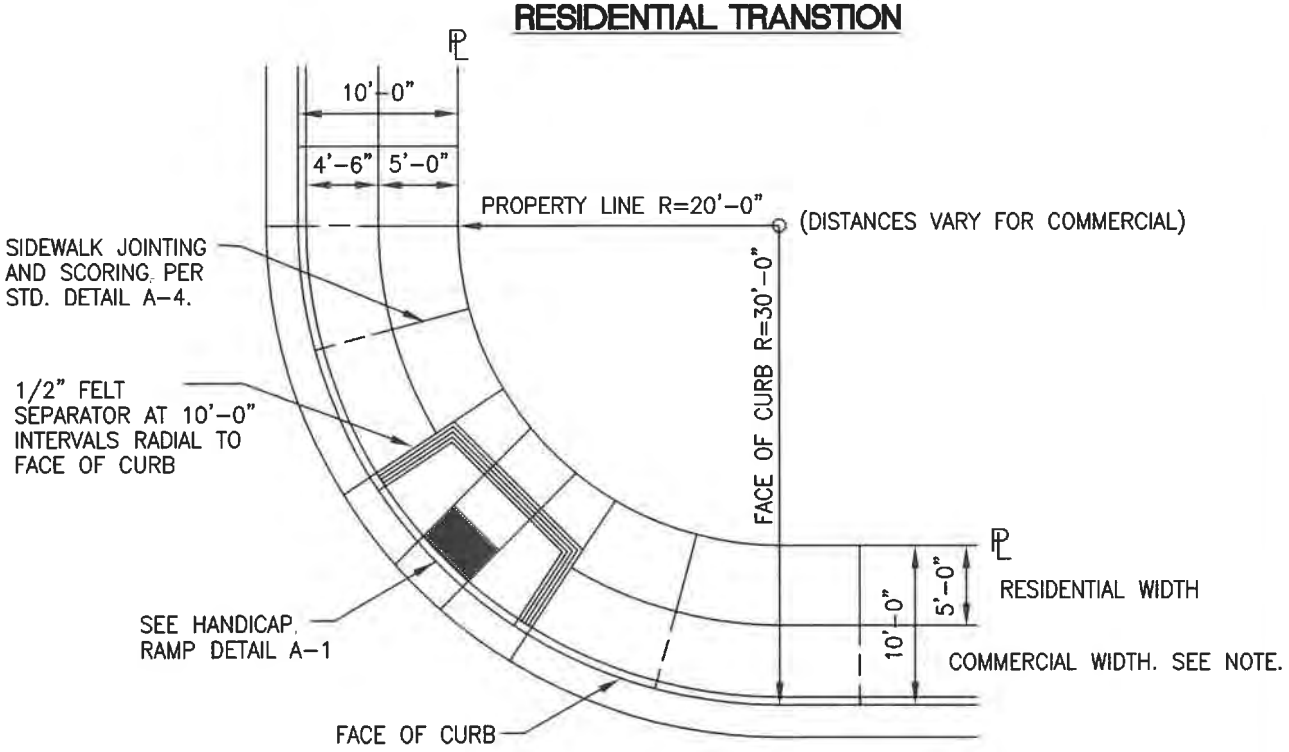
**NOTES:**

1. CONSTRUCT 3/8" EXPANSION JOINTS WITH FELT FILLER AT RETURNS AND MAJOR STRUCTURES.
2. ROUND ALL EXPOSED EDGES TO 1/2" RADIUS.
3. PLACE EXPANSION JOINTS EVERY 60' (1/2" FELT SEPARATOR).
4. PLACE DEEP SCORE JOINTS EVERY 10'. (1/4" X 1 1/4" MIN)
5. PLACE SCORE MARKS EVERY 5' IN SIDEWALK SECTIONS ONLY. (1/8" X 1/2" MIN.)
6. PLACE AN "S" FOR SEWER LATERAL AND A "W" FOR WATER SERVICE ON FACE OF CURB (NEW DEVELOPMENTS ONLY).
7. FOR NEW SIDEWALK POURED TO ADJOIN EXISTING SIDEWALK, 2-#4 REBARS SHALL BE DOWELLED 6" INTO EXISTING SIDEWALK AND EXTEND 6" INTO NEW SIDEWALK POUR (SEE DIAGRAM ABOVE)..
8. FOR NEW ATTACHED SIDEWALK POURED TO ADJOIN EXISTING CURB, #4 REBARS SHALL BE DOWELLED 6" INTO BACK OF CURB AT EVERY 36" (NOT SHOWN IN DIAGRAM, SEE DETAIL A-3).

| City of Morgan Hill<br>Public Works Department | SIDEWALK COMMERCIAL, DETACHED RESIDENTIAL, AND ATTACHED RESIDENTIAL | DRAWING NO. A-4 |
|---|---|---|
| Jim Ashcraft CITY ENGINEER — 4/1/96 DATE — 3/15/07 REVISED | | |




## RESIDENTIAL TRANSTION




## RESIDENTIAL DETACHED OR COMMERCIAL

**NOTE:** 10' COMMERCIAL SIDEWALK IN DOWNTOWN CORE. SEE DETAIL A-1 OR A-2 FOR 5' SIDEWALK, DEPENDING UPON PLANNING DEPARTMENT REQUIREMENTS.

| City of Morgan Hill<br>Public Works Department | STANDARD RETURNS<br>DETACHED AND TRANSITION<br>SIDEWALKS | DRAWING NO.<br>A-5 |
|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER — 4/1/96 DATE — 2/25/09 REVISED | | |

# STREET SECTION

## GENERAL

All work shall be in accordance with the latest edition of Standard Specifications, State of California, Department of Transportation, Caltrans (CSS) and the American Society for Testing and Materials (ASTM), except as modified herein.

## SUBGRADE

(a) Preparation. Special care shall be taken by the contractor to achieve an evenly compacted subgrade. The relative compaction shall be 95%, as determined by CSS TM–231, for at least the top 8" of subgrade. In areas of fill, a minimum of 24" from finished grade shall be compacted to 95% relative compaction. Moisture–Density curve determinations shall conform to ASTM D1557.

## PAVEMENT

(a) Asphalt Concrete Pavement Asphalt concrete pavement shall contain the number of lifts specified. In the case of two lifts, the first shall be the base course, Type B, 3/4 inch maximum aggregate size, and the second lift shall be the surface course, Type B, 1/2 inch maximum aggregate size, as specified in CSS Section 39. The relative compaction of each ashphalt concrete lift shall be 95%, unless approved otherwise by the City Engineer.

(b) Aggregate Base. Aggregate base shall be 3/4" max. Class 2 aggregate base as specified in CSS Section 26.

(c) Aggregate Sub–base. Aggregate sub–base shall be 1 1/2" max. Class 2 aggregate base, as specified in CSS Section 26.

(d) Contaminated Base. Any aggregate base that becomes contaminated during construction shall be removed and replaced with uncontaminated Class 2 Aggregate Base.

(e) Lime Stabilized Subgrade. Lime stabilized subgrade shall only be used upon approval of the City Engineer and shall be constructed in accordance with CSS Section 24. An increase in the lime content must be approved by the City Engineer.

(f) Proportioning, Mixing, Spreading, and Compacting. The proportioning, mixing, spreading and compacting of asphalt concrete to make up asphalt pavement, shall be in accordance with CSS Section 39.

(g) Priming. Untreated aggregate base shall be primed with MC–70, in accordance with CSS Section 39–4.02.

(h) Tacking. Any vertical edge adjoining new pavement courses shall be tacked with SS–1 prior to placement of pavement course, in accordance with CSS Section 39–4.02.

(i) Fog Sealing. The asphalt surface shall be fog sealed with SS–1 when specified and conform to CSS Section 37.

| City of Morgan Hill<br>Public Works Department | GENERAL NOTES | DRAWING NO.<br>A–I |
|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER — 4/1/96<br>DATE — REVISED | | |

(j) Joining Existing Pavement. Existing pavement which is to be joined by new pavement, shall be saw cut vertical to provide straight, true, and neat joints. Overlapping of existing pavement without saw cutting or grinding shall not be permitted. The vertical edges shall be tacked prior to paving as specified previously. Terminals of all surfacing indicated on the plans shall join any existing surface in a smooth butt joint. Conform paving by method of abrasive grinding will be allowed upon approval of the City Engineer.

(k) Patch Repairs. Where repairs to new or existing asphalt concrete are required, the AC shall be totally removed, edges saw cut and tacked, base primed, and replaced with new hot mix AC. If cold mix is used as a temporary patch, the contractor shall be responsible for maintenance of the cold mix at all times. Contractor shall remove all cold mix prior to finish paving and henceforth become property of the Contractor.

(l) Removal and Disposal of Pavement. Where pavement is shown to be removed on the plans, it shall mean that all asphalt concrete and aggregate base be removed. Waste or surplus asphalt mix, old pavement and sub–base debris shall be removed from the site.

## CONCRETE

(a) Cement. All cement shall conform to the specifications and tests for Portland Cement, ASTM Specifications C–150, and shall be Type 2.

(b) Fine aggregate. Fine aggregate shall be clean, natural sand or sand prepared from stone or gravel and shall conform to the requirements of ASTM C–33, and CSS Section 90–2.02B.

(c) Coarse Aggregate. Coarse aggregate shall consist of material conforming to the requirements of ASTM C–33, and shall be in accordance with CSS Section 90–2.02A.

(d) Water. Water used in making concrete shall be clean, free from oil, alkali, acid, organic matter, or other deleterious substances. Water shall be in accordance with CSS Section 90–2.03.

(e) Admixtures. No admixtures will be allowed except as approved by the City Engineer on a job to job basis. Such usage may only be for the purpose of increasing plasticity. No decrease in cement content shall be permitted as a result of the use of such admixtures. No other admixtures shall be added to the concrete mix. The use of admixtures, if approved by the City Engineer, shall be in accordance with CSS Section(s) 90–4.03 and 90–4.04.

(f) Workmanship and Methods. Unless specifically covered elsewhere in these details, all concrete work, including detailing of reinforcing, shall be equal to the best general practice and as set forth in the ACI Building Code, Manuals and Recommended Practices.

(g) Classes of Concrete. Concrete shall consist of two classes, herein referred to as Class 2 and Class 3, as specified in CSS Section 90. Class 2 concrete shall be used in all retaining walls, box culverts, and wherever specified in the plans and specifications. At a minimum, Class 3 concrete shall be used for driveway approaches, sidewalks, curb and gutters, thrust blocks, and miscellaneous construction items such as pipe encasements. No mixture shall produce less than 3,000 psi (at 28 days) with maximum water/cement ratio of 0.5.

| City of Morgan Hill<br>Public Works Department | GENERAL NOTES | DRAWING NO. |
|---|---|---|
| Jim Ashcraft 4/1/96 3/15/07<br>CITY ENGINEER DATE REVISED | | A–II |

(h) Pneumatically Placed Mortar. Materials used in Gunite, Shotcrete, Mortar, etc., applied directly to a surface by air jet, shall be in accordance with CSS Section 53 and Section 90, irrespective of manufacture of the mixing and placing apparatus.

(i) Proportioning and Mixing. All proportioning and mixing methods, devices, and transporting, shall be in accordance with CSS Section(s) 90–5 and 90–6.

(j) Workability. Concrete shall be of such consistency that it can be worked readily into the corners and angles of the forms and around the reinforcement without excessive spading and does not permit material segregation or bleeding of water.

(k) Field Tests. During the progress of construction, the Inspector has the authority to order tests to determine whether the concrete, as being produced, complies with the standards of quality specified. These tests shall be made in accordance with ASTM C 31 and ASTM C 39. For all concrete, the standard age for the test shall be 7 days. Slump tests shall be in accordance with ASTM C 143.

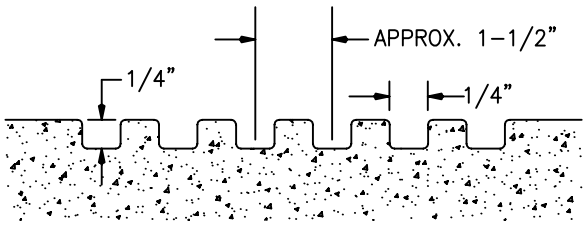
## EMERGENCY ACCESS SURFACING

Contractor shall be responsible for providing an "All Weather Surface" to any existing structure and/or structures under construction within the project area. For structures under construction, the required surface shall be in place prior to the commencement of any wood framing.

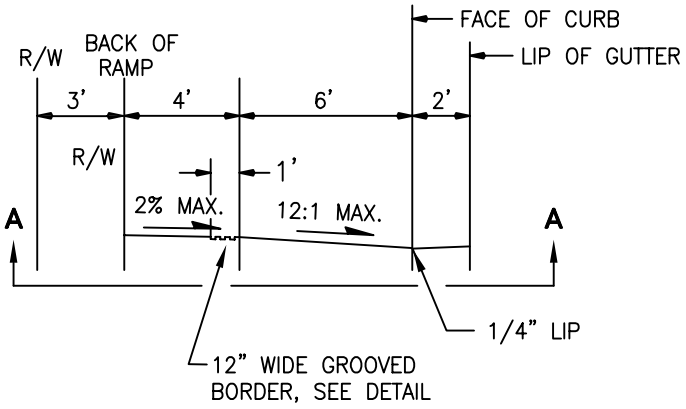
The required "All Weather Surface" shall consist of 6" min. thickness, Class 2 Aggregate Baserock, compacted to a relative compaction of 95%. The contractor shall be responsible for removal of any contaminated baserock prior to finish grading.

The Building Division will issue a "Foundation Only" permit and shall not issue a permit for wood framing unless the following requirements are met:

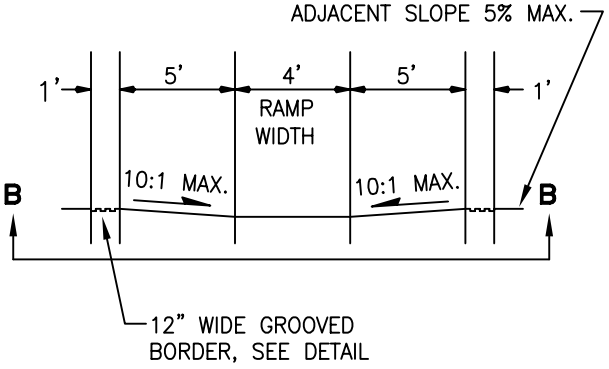
1. All new water mains are charged, pressure tested, bacteria tested and approved by the Department of Public Works. All fire hydrants within 500' of new construction are charged and operational.
2. All sub–grade is compacted to a relative compaction of 95%, tested and approved by the Department of Public Works.
3. Central Fire District has approved the proposed surface location and has visited the site after construction of the surface, but prior to issuance of Building permits for wood framing.



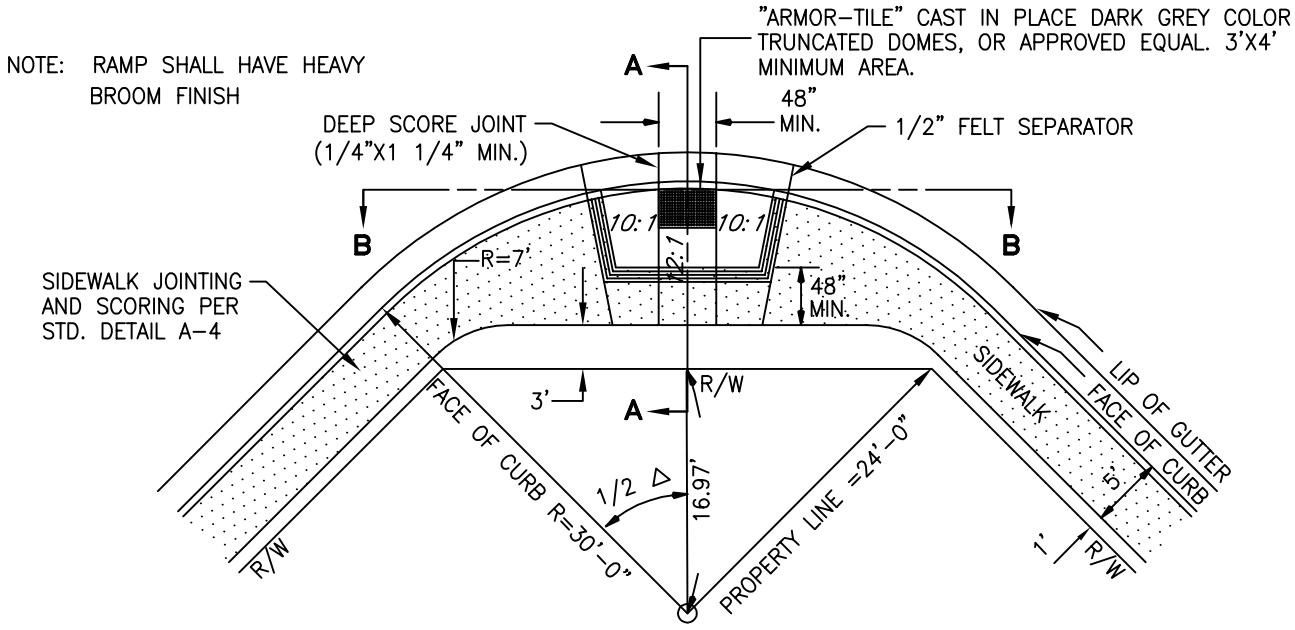

**GROOVING DETAIL**




**SECTION A - A**

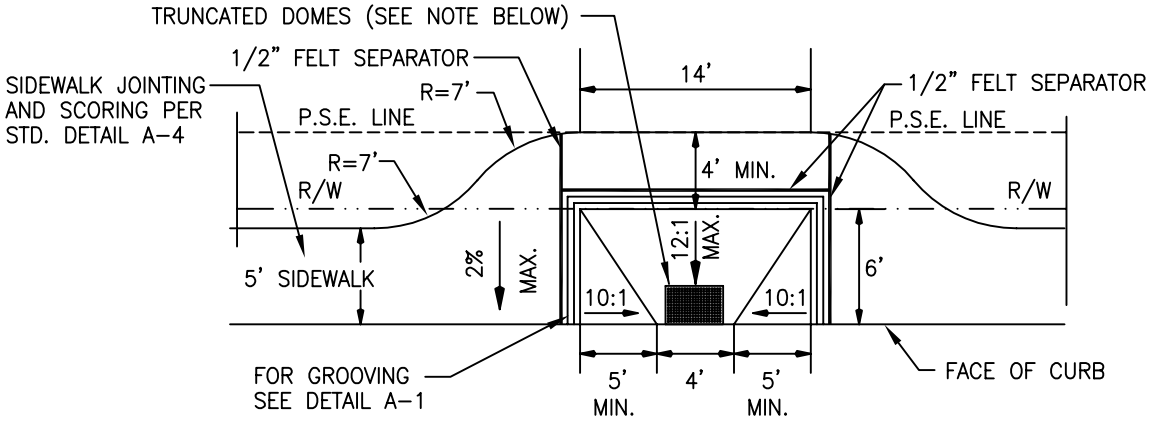



**SECTION B - B**




**NOTE:** CURRENT A.D.A. (AMERICANS WITH DISABILITIES ACT) REQUIREMENTS SHALL GOVERN OVER THIS DRAWING.

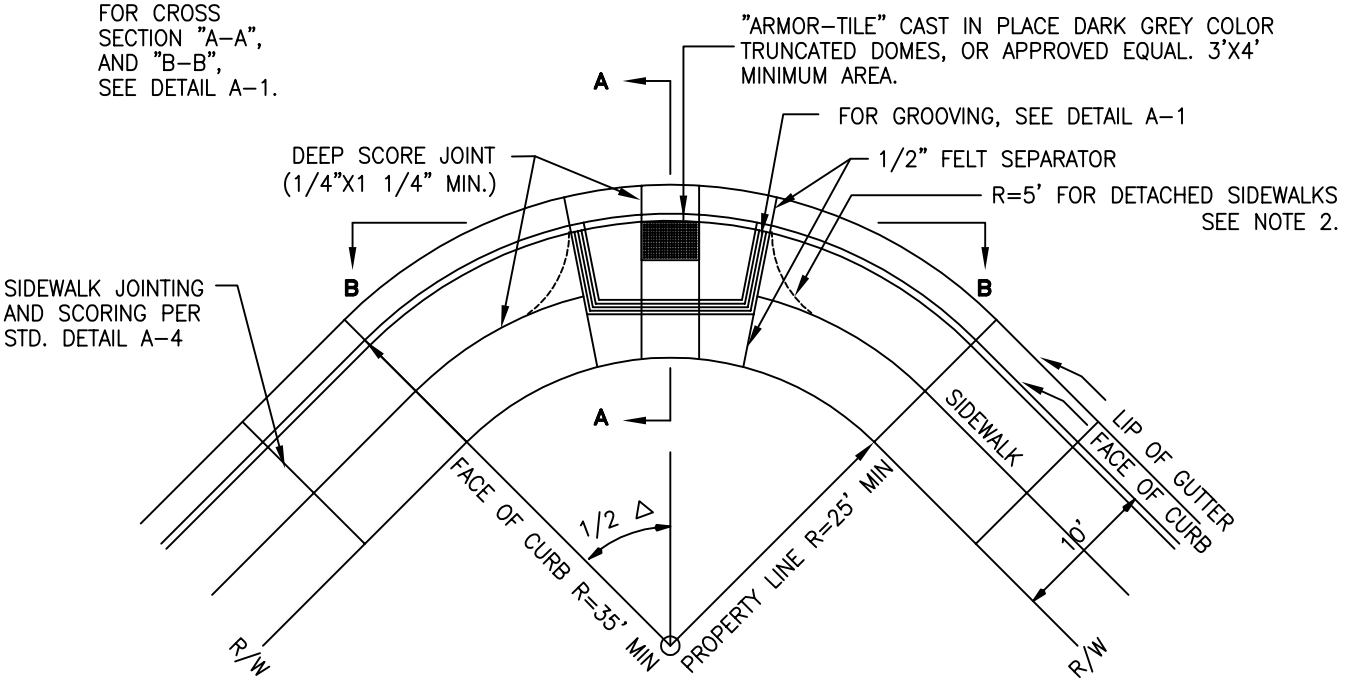
| | | |
|---|---|---|
| City of Morgan Hill<br>Public Works Department<br>Jim Ashcraft<br>CITY ENGINEER<br>4/1/96 DATE<br>2/25/09 REVISED | HANDICAP RAMP<br>RESIDENTIAL SIDEWALK | DRAWING NO.<br>A-1 |




## "CASE D" HANDICAP RESIDENTIAL RAMP

NOTE: RAMP SHALL HAVE HEAVY BROOM FINISH

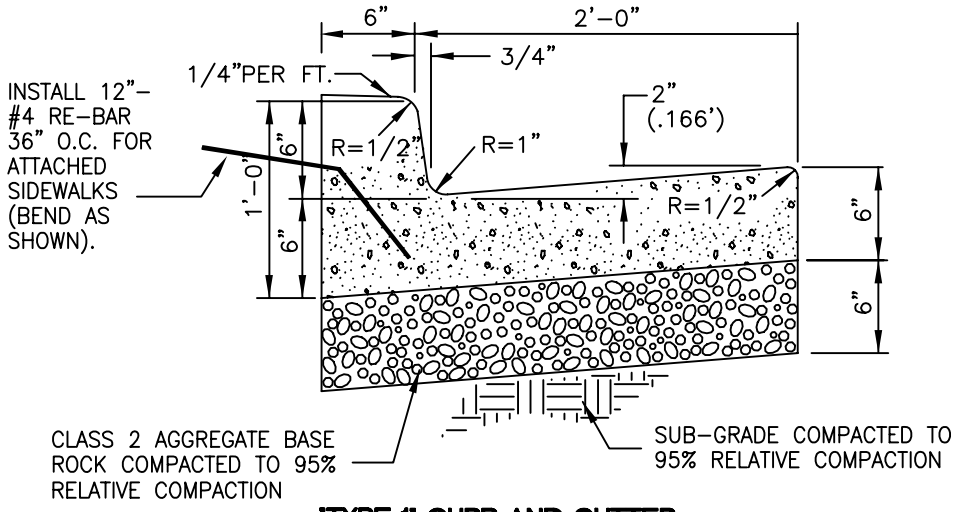
FOR CROSS SECTION "A-A", AND "B-B", SEE DETAIL A-1.



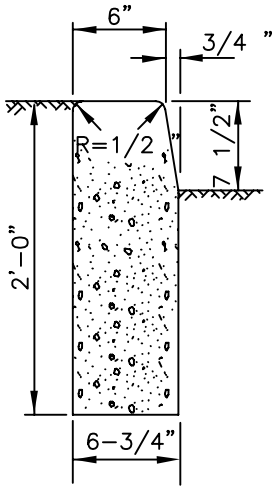

**NOTES:**

1. CURRENT A.D.A. (AMERICANS WITH DISABILITIES ACT) SHALL GOVERN OVER THIS DRAWING.
2. FOR 5' ATTACHED SIDEWALK, SEE DETAIL A-1 FOR HANDICAP RAMP AND SIDEWALK CONFIGURATION.

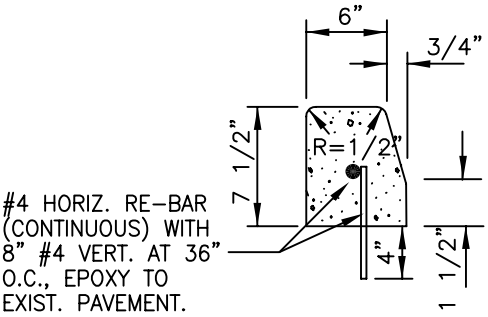
| City of Morgan Hill<br>Public Works Department | HANDICAP RAMP<br>COMMERCIAL SIDEWALK | DRAWING NO.<br>A-2 |
|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER — 4/1/96 DATE — 2/25/09 REVISED | | |



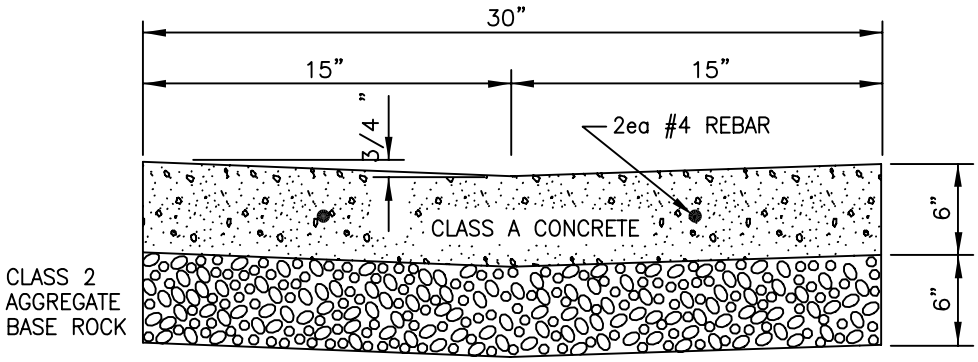

**"TYPE 1" CURB AND GUTTER**




**"TYPE 2" FULL VERTICAL CURB**



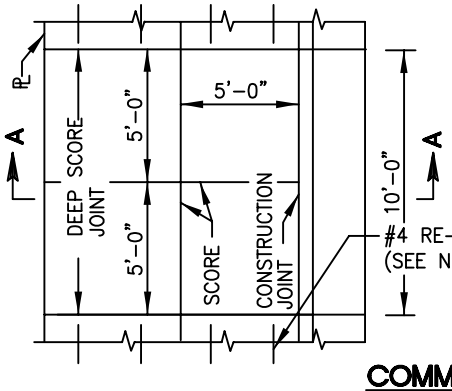

**"TYPE 3" (TEMPORARY) EXTRUDED CURB**

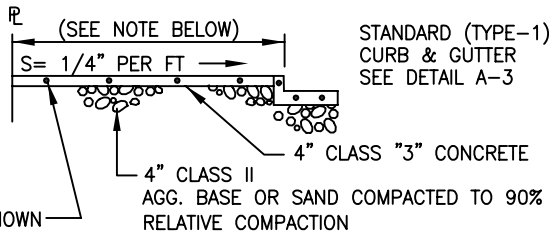



**"TYPE 4" VALLEY GUTTER**

**NOTES:**
1. A DEEP SCORE JOINT AT EVERY 10' (1/4" X 1 1/4" MIN.) AND A FELT SEPARATOR AT EVERY 60' (1/2") SHALL BE INSTALLED FOR ALL GUTTER TYPES.
2. TYPE 3 (TEMPORARY) EXTRUDED CURB SHALL ONLY BE USED UPON WRITTEN APPROVAL BY THE CITY ENGINEER.

| City of Morgan Hill<br>Public Works Department | CONCRETE CURB AND/OR GUTTER TYPES | DRAWING NO. |
|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER<br>4/1/96<br>DATE<br>3/15/07<br>REVISED | | A-3 |

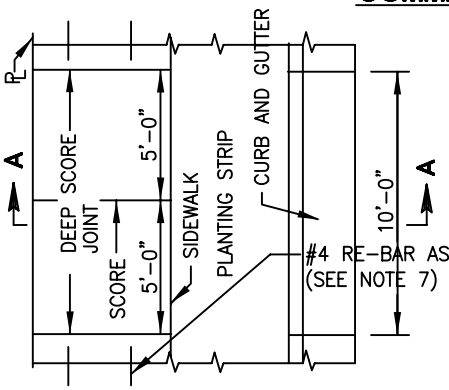


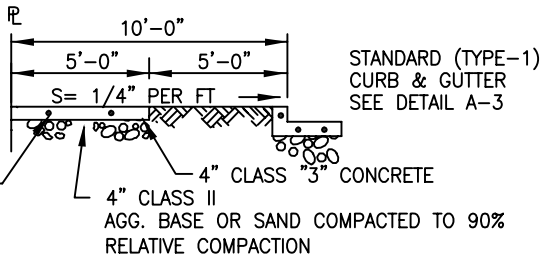




SECTION A-A

## COMMERCIAL

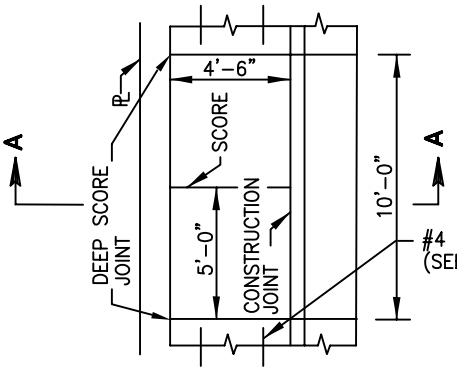
NOTE: 10' COMMERCIAL SIDEWALK IN DOWNTOWN CORE. FOR 5' SIDEWALK, SEE RESIDENTIAL ATTACHED OR DETACHED, DEPENDING UPON PLANNING DEPARTMENT REQUIREMENTS.

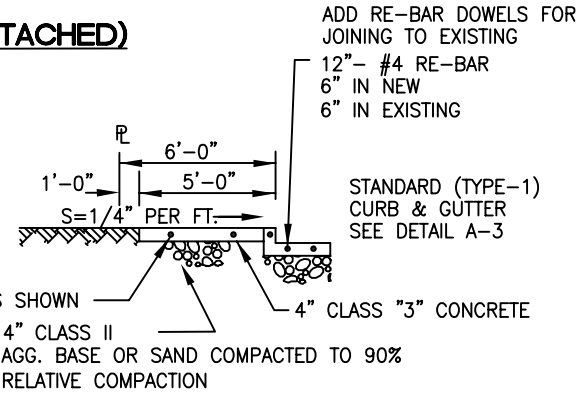



SECTION A-A

## RESIDENTIAL (DETACHED)



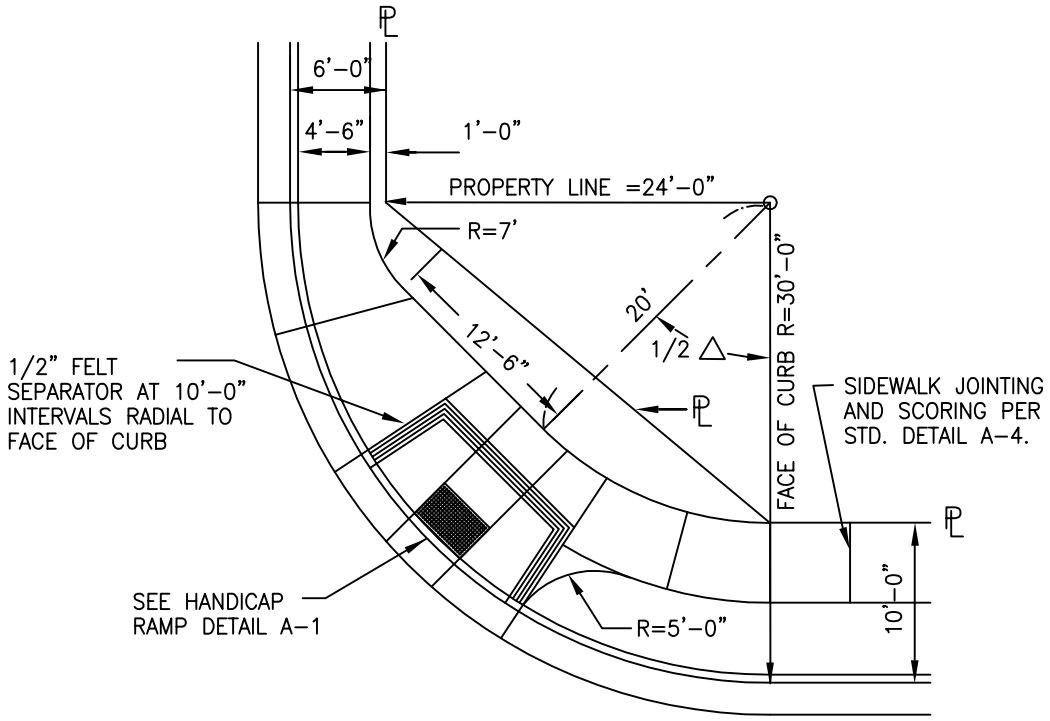

SECTION A-A

## RESIDENTIAL (ATTACHED)

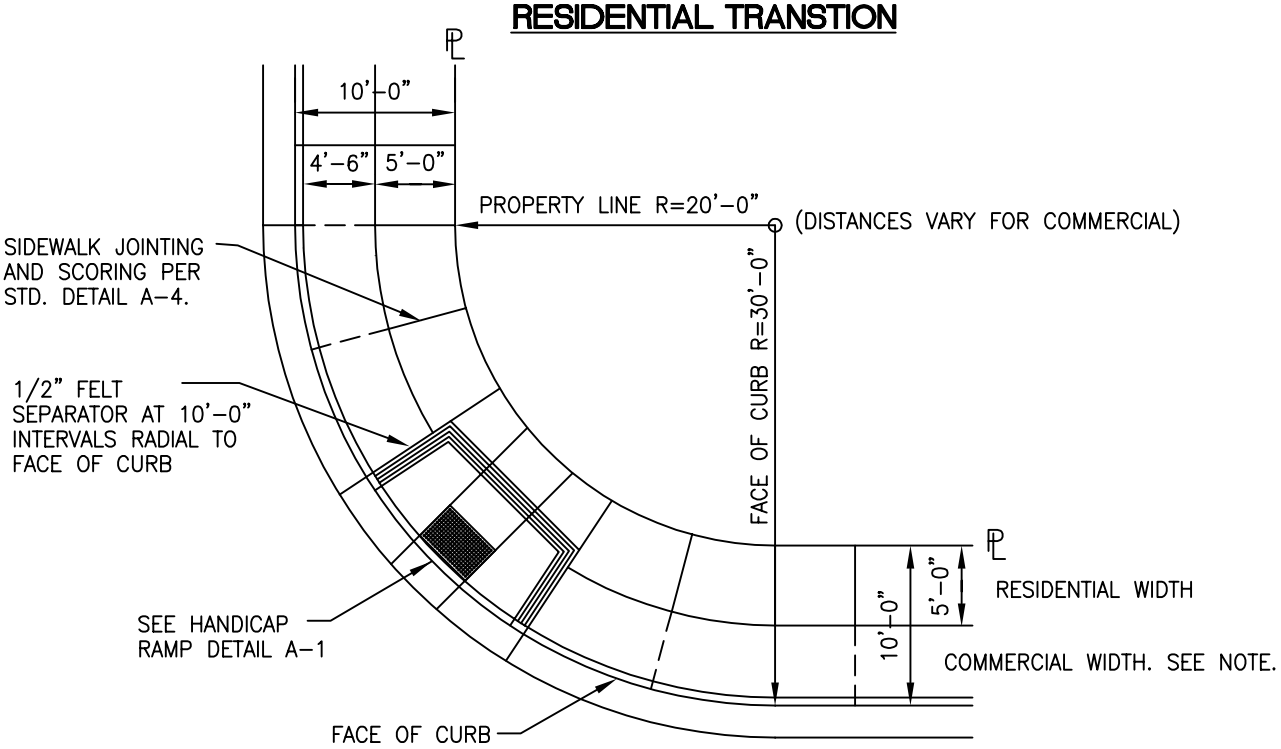
**NOTES:**

1. CONSTRUCT 3/8" EXPANSION JOINTS WITH FELT FILLER AT RETURNS AND MAJOR STRUCTURES.
2. ROUND ALL EXPOSED EDGES TO 1/2" RADIUS.
3. PLACE EXPANSION JOINTS EVERY 60' (1/2" FELT SEPARATOR).
4. PLACE DEEP SCORE JOINTS EVERY 10'. (1/4" X 1 1/4" MIN)
5. PLACE SCORE MARKS EVERY 5' IN SIDEWALK SECTIONS ONLY. (1/8" X 1/2" MIN.)
6. PLACE AN "S" FOR SEWER LATERAL AND A "W" FOR WATER SERVICE ON FACE OF CURB (NEW DEVELOPMENTS ONLY).
7. FOR NEW SIDEWALK POURED TO ADJOIN EXISTING SIDEWALK, 2-#4 REBARS SHALL BE DOWELLED 6" INTO EXISTING SIDEWALK AND EXTEND 6" INTO NEW SIDEWALK POUR (SEE DIAGRAM ABOVE)..
8. FOR NEW ATTACHED SIDEWALK POURED TO ADJOIN EXISTING CURB, #4 REBARS SHALL BE DOWELLED 6" INTO BACK OF CURB AT EVERY 36" (NOT SHOWN IN DIAGRAM, SEE DETAIL A-3).

| City of Morgan Hill<br>Public Works Department | SIDEWALK COMMERCIAL, DETACHED RESIDENTIAL, AND ATTACHED RESIDENTIAL | DRAWING NO. |
|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER — 4/1/96 DATE — 3/15/07 REVISED | | A-4 |



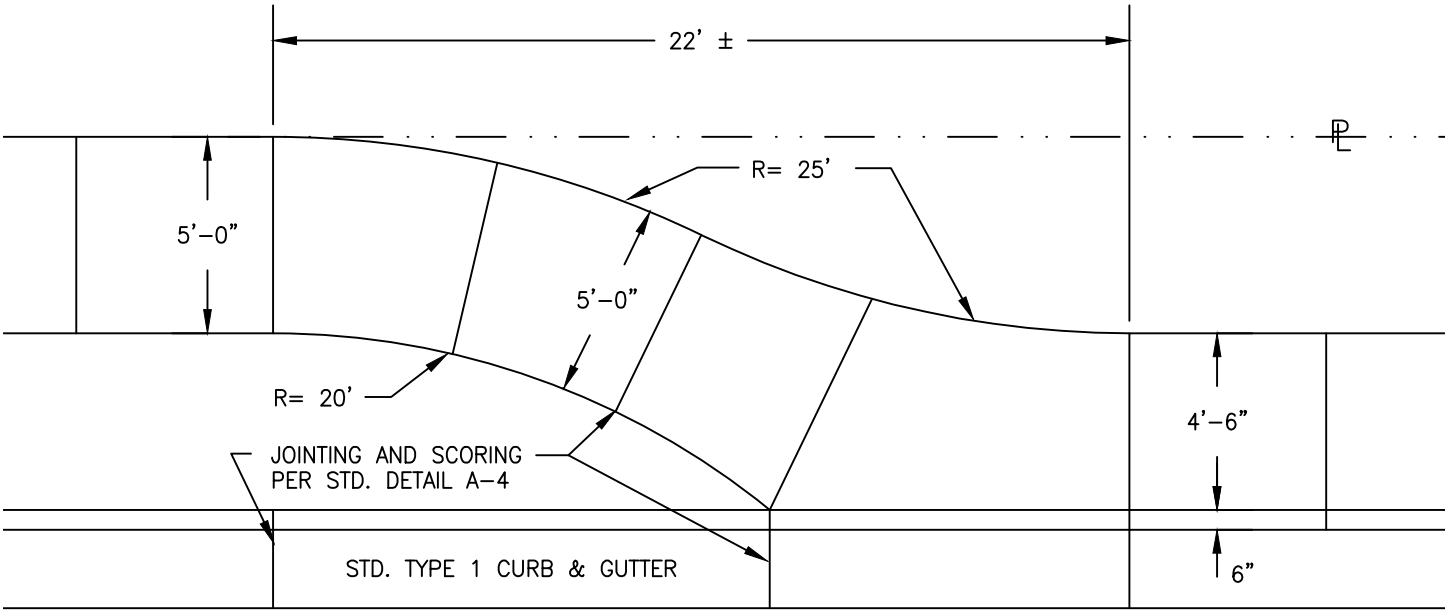

## RESIDENTIAL TRANSTION




## RESIDENTIAL DETACHED OR COMMERCIAL

**NOTE:** 10' COMMERCIAL SIDEWALK IN DOWNTOWN CORE. SEE DETAIL A–1 OR A–2 FOR 5' SIDEWALK, DEPENDING UPON PLANNING DEPARTMENT REQUIREMENTS.

| | | |
|---|---|---|
| City of Morgan Hill<br>Public Works Department<br>Jim Ashcraft<br>CITY ENGINEER<br>4/1/96<br>DATE<br>2/25/09<br>REVISED | STANDARD RETURNS<br>DETACHED AND TRANSITION<br>SIDEWALKS | DRAWING NO.<br>A–5 |




**NOTE:** 1. SHORTER TRANSITION MAY BE USED UPON CITY ENGINEER APPROVAL

| | | |
|---|---|---|
| City of Morgan Hill<br>Public Works Department | ATTACHED TO DETACHED SIDEWALK TRANSITION | DRAWING NO.<br>A–6 |
| Jim Ashcraft<br>CITY ENGINEER<br>4/1/96<br>DATE<br>3/15/07<br>REVISED | | |

City of Morgan Hill
Public Works Department

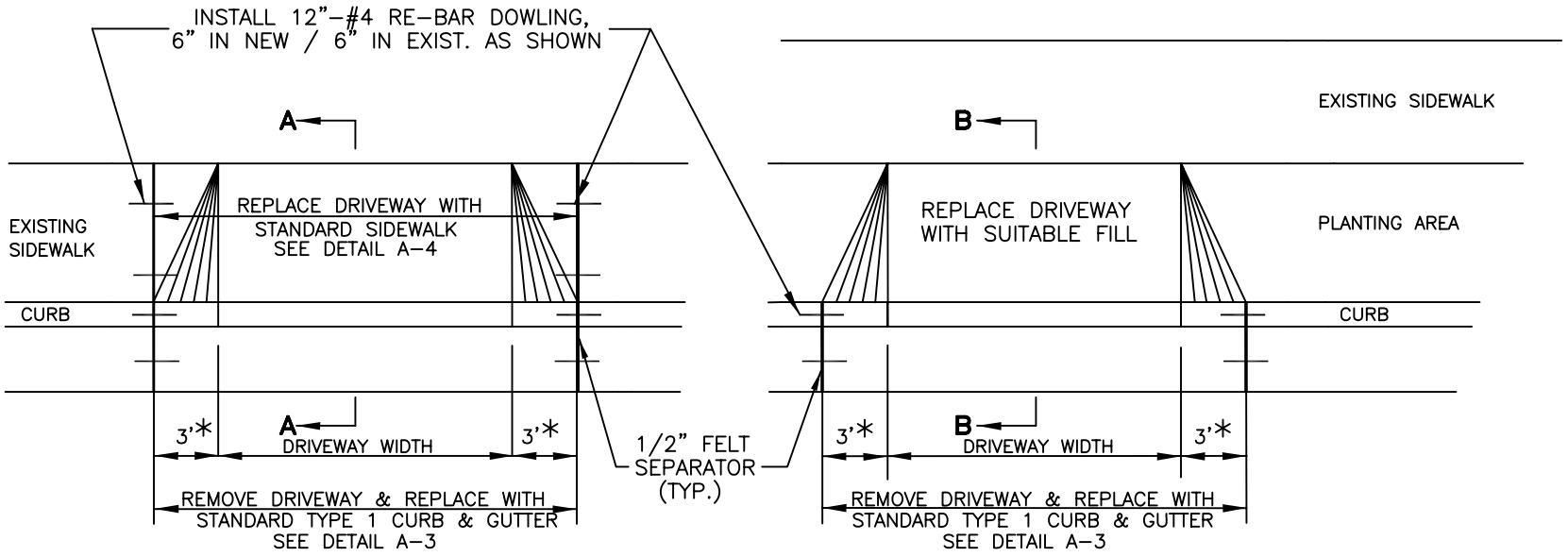
CITY ENGINEER

4/1/96
DATE

3/15/07
REVISED

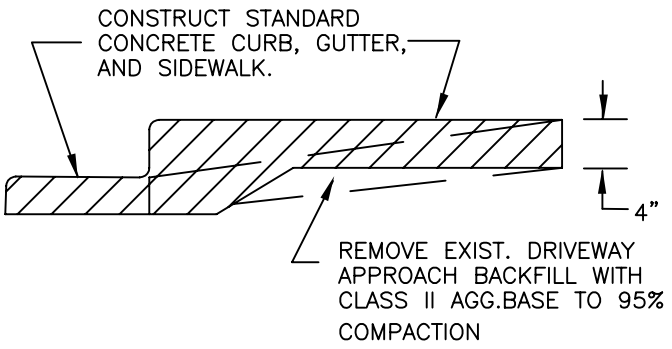
# PLUG FOR ABANDONED DRIVEWAY

DRAWING NO.
A-7

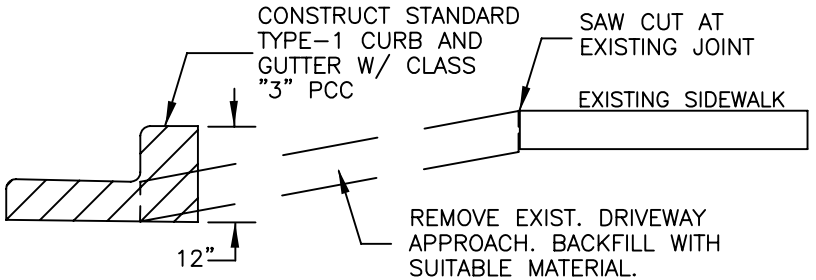



**PLAN**
**ATTACHED SIDEWALK**

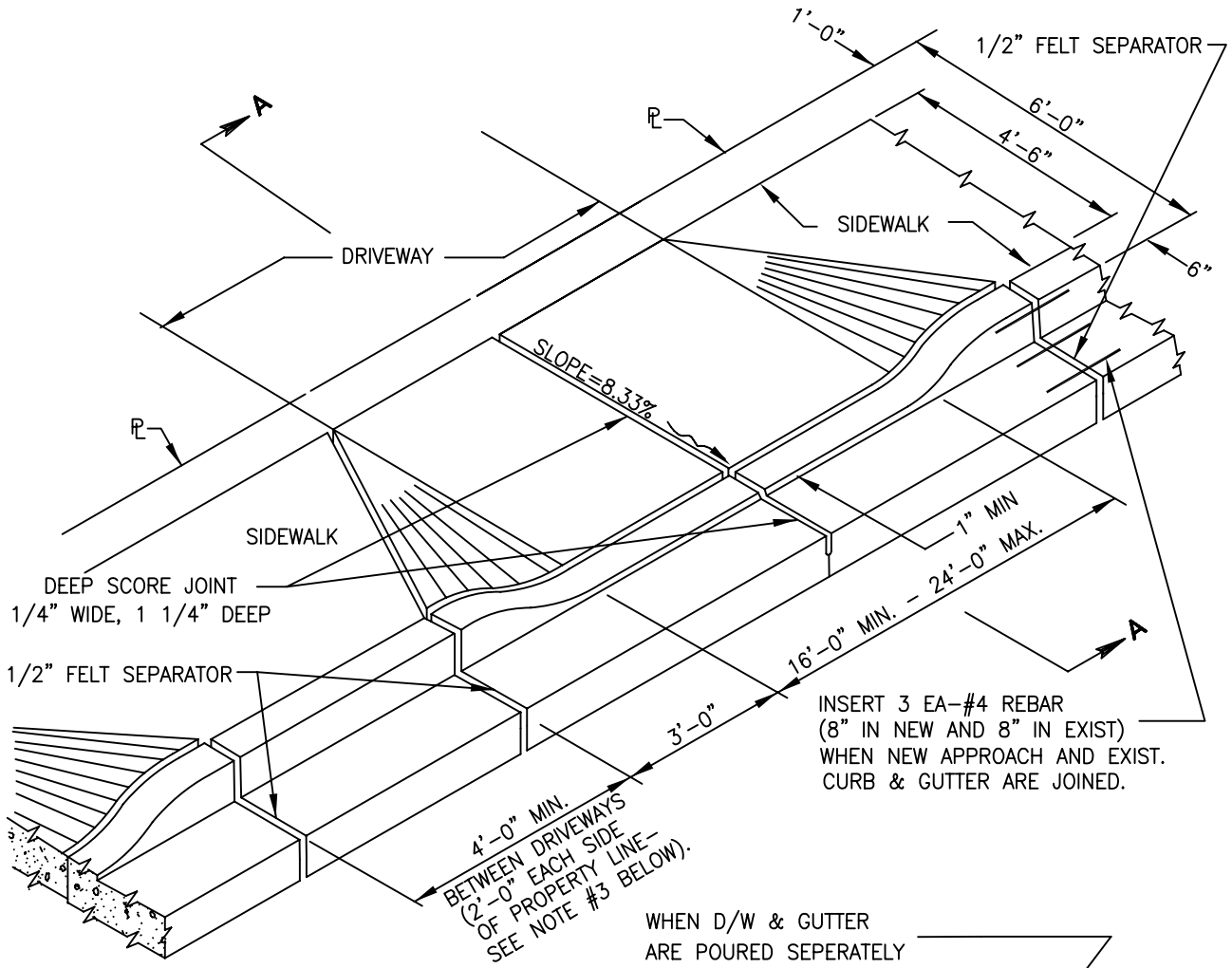
**PLAN**
**DETACHED SIDEWALK**

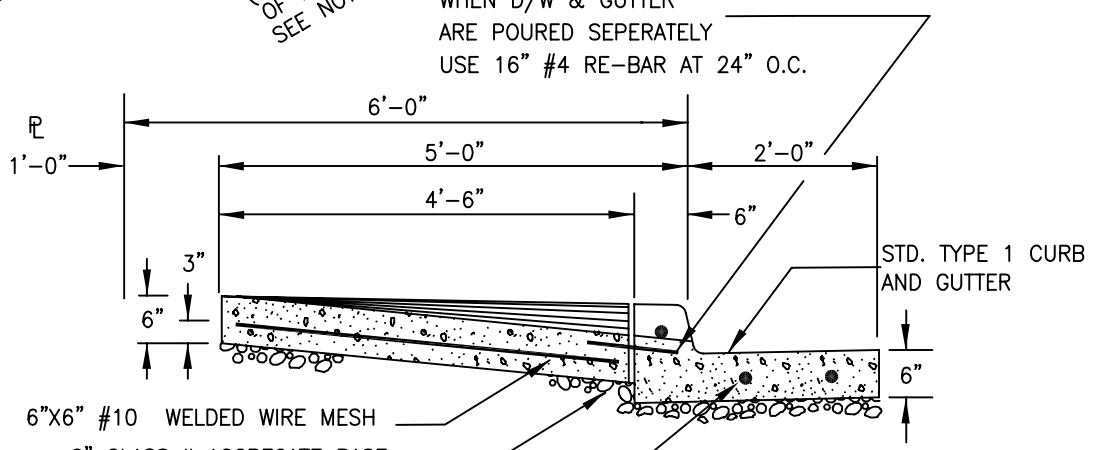



**SECTION A-A**




**SECTION B-B**



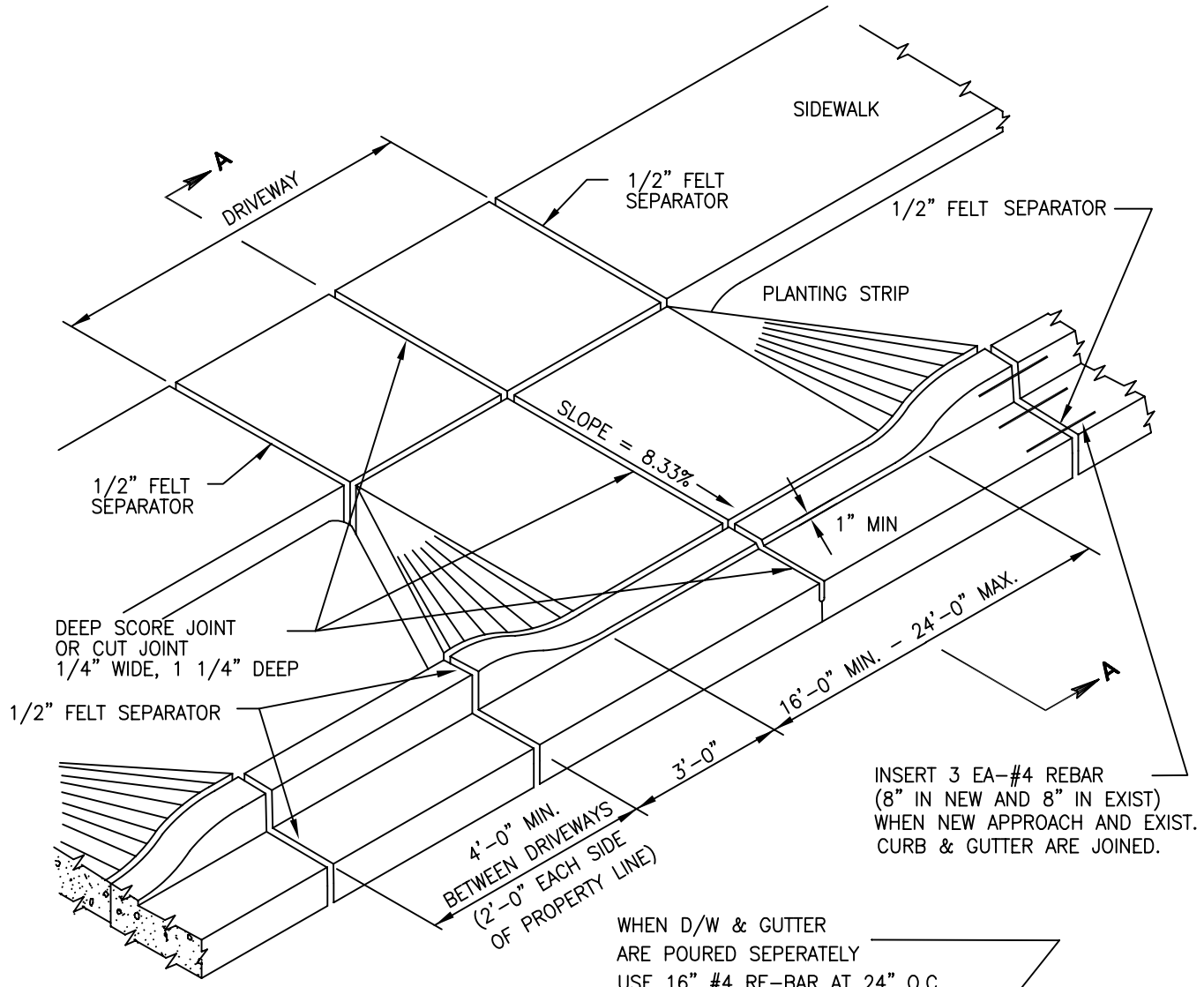



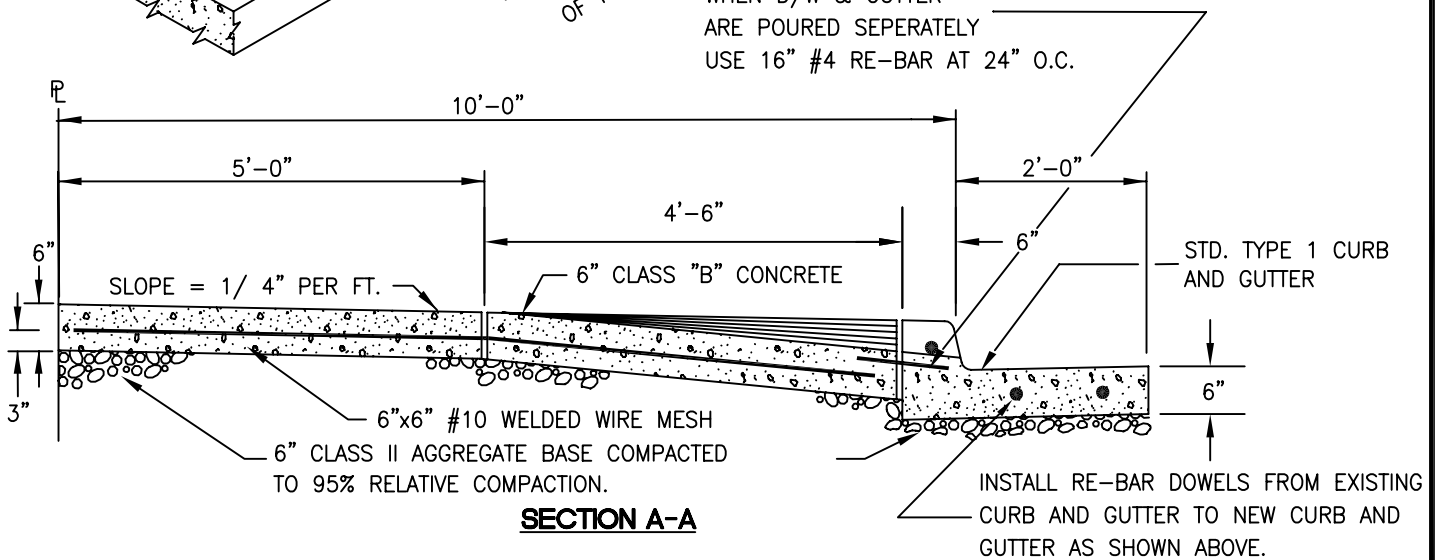

**SECTION A-A**

**NOTES:**

1. DRIVEWAYS EXCEEDING 24' IN WIDTH (EXCLUDING TAPERS), SHALL REQUIRE APPROVAL OF THE CITY ENGINEER.
2. DRIVEWAYS SHALL BE CONSTRUCTED A MINIMUM OF 5' FROM ANY FIRE HYDRANT OR ELECTROLIER.
3. MINIMUM DISTANCE SHALL BE AS SHOWN. DISTANCE MAY BE REDUCED FOR CUL-DE-SAC APPLICATIONS AND DUPLEX APPLICATIONS (REQUIRES CITY ENGINEER APPROVAL).

| City of Morgan Hill<br>Public Works Department | NEW RESIDENTIAL DRIVEWAY APPROACH ATTACHED SIDEWALK | DRAWING NO. |
|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER — 4/1/96 DATE — 3/15/07 REVISED | | A-8 |



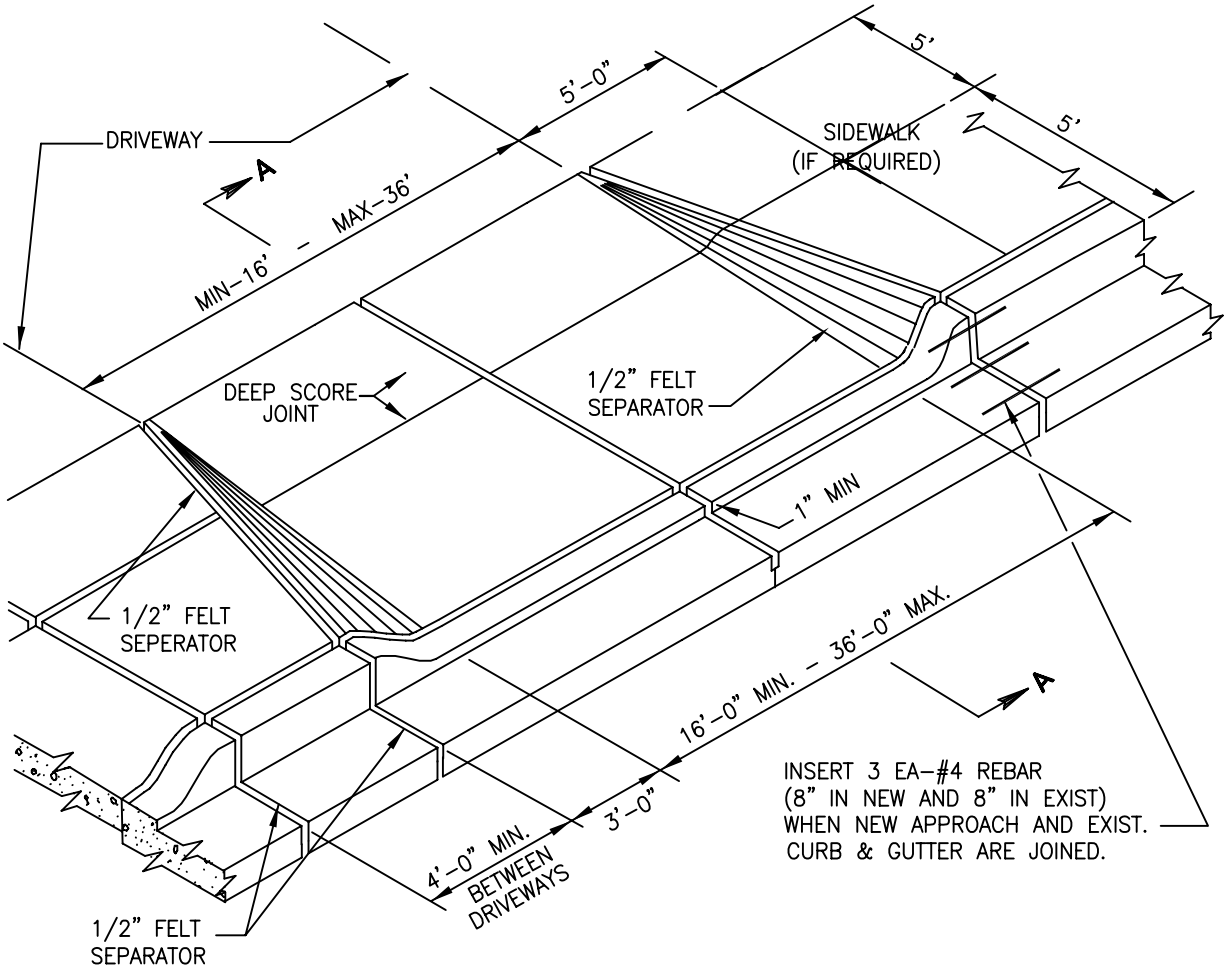



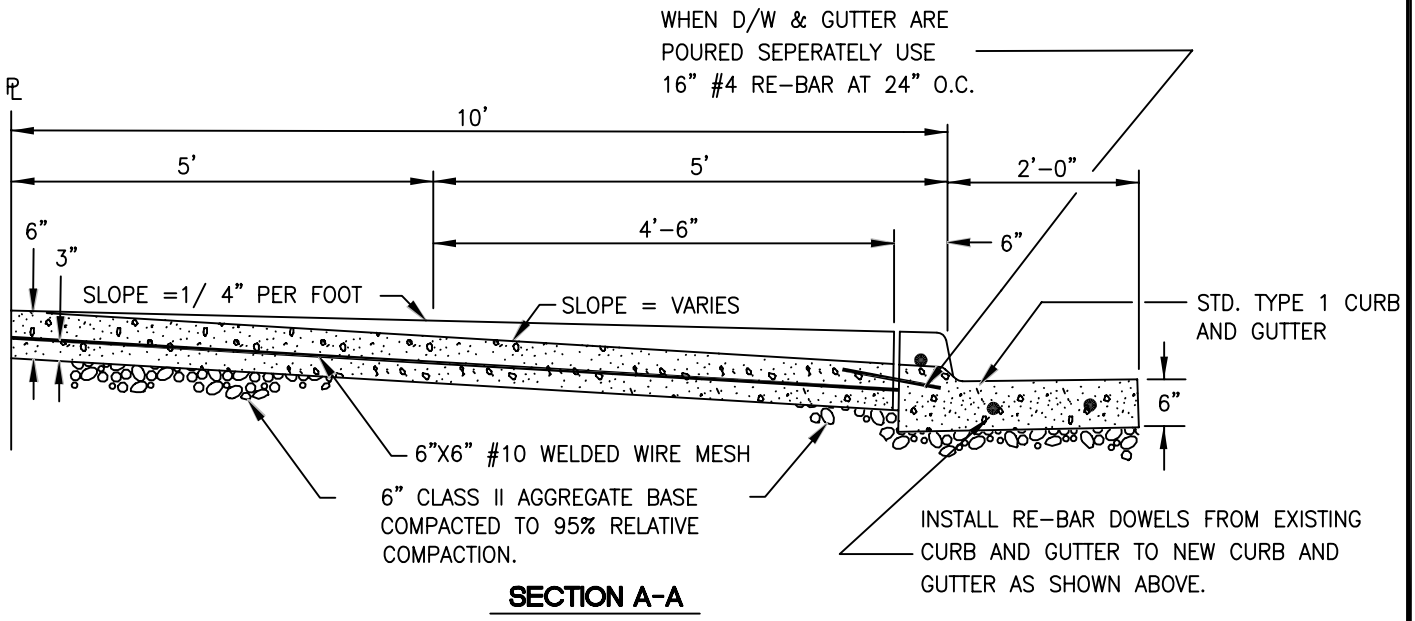

**SECTION A-A**

**NOTES:** 1. DRIVEWAY APPROACHES EXCEEDING 24' IN WIDTH (EXCLUDING TAPERS), REQUIRE CITY ENGINEER APPROVAL.

2. DRIVEWAYS SHALL BE CONSTRUCTED A MIN. OF 5' FROM ANY FIRE HYDRANT OR ELECTROLIER.

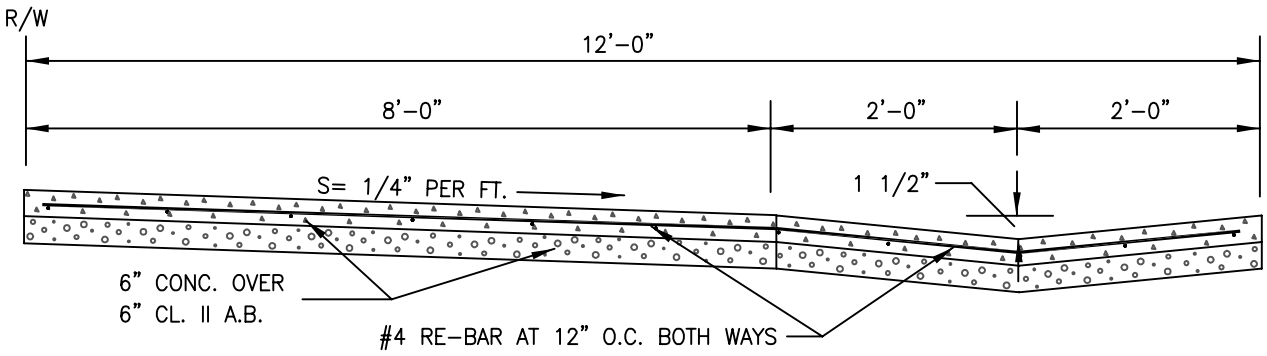
| City of Morgan Hill<br>Public Works Department | | | NEW RESIDENTIAL DRIVEWAY APPROACH DETACHED SIDEWALK | DRAWING NO. A-9 |
|---|---|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER | 4/1/96<br>DATE | 3/15/07<br>REVISED | | |



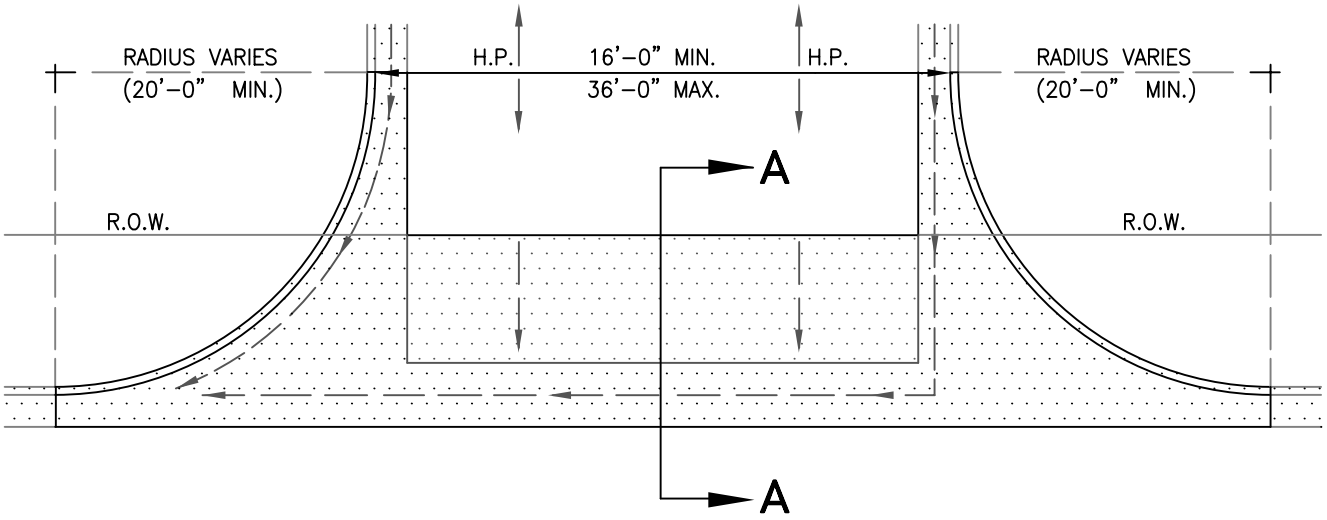

**SECTION A-A**

| City of Morgan Hill<br>Public Works Department | INDUSTRIAL DRIVEWAY APPROACH COMMERCIAL SIDEWALK | DRAWING NO. A-10 |
|---|---|---|
| CITY ENGINEER — 4/1/96 DATE — 3/15/07 REVISED | | |




## SECTION A-A

N.T.S.



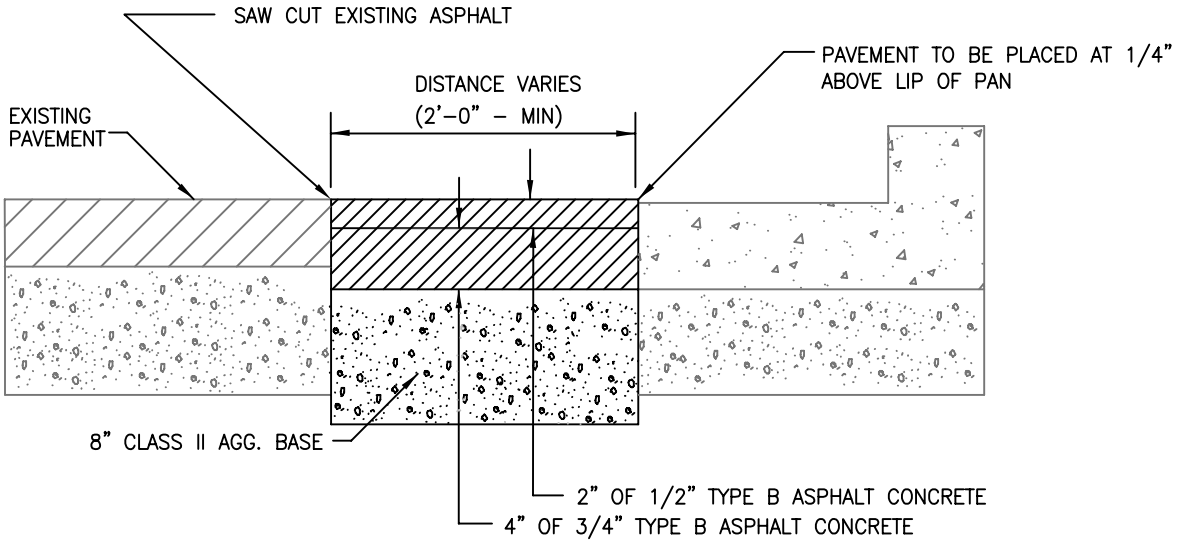

## PLAN VIEW

N.T.S.

**NOTES:**

1. CONSTRUCT 1/2" EXPANSION JOINTS WITH FELT FILLER AT ALL RETURNS, FOR EVERY 60 L.F. OF GUTTER SECTION, AND DEEP SCORE JOINTS (1/4" X 1 1/4" MIN.) EVERY 10'.
2. CONTRACTOR SHALL NOTIFY INSPECTOR OF FINAL JOINT CONFIGURATION FOR ALL CONCRETE WORK PRIOR TO POUR.
3. HANDICAP RAMPS MAY BE REQUIRED DEPENDING ON APPLICATION. ANY PROPOSED RAMP CONFIGURATIONS SHALL BE REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO START OF WORK. ALL RAMPS SHALL BE DESIGNED IN ACCORDANCE WITH THE LATEST PROVISIONS OF THE "AMERICANS WITH DISABILITIES ACT" (A.D.A.) AND IN ACCORDANCE WITH DETAILS A-1, A-2. AND A-5.
4. APPLICATION SHOWN IS INTENDED TO BE USED AS AN ALTERNATE COMMERCIAL DRIVEWAY AND MAY NOT BE USED FOR AN INTERSECTING STREET OR RESIDENTIAL ACCESS.
5. A DEDICATED 10' P.S.E. (PUBLIC SERVICE EASEMENT) SHALL BE REQUIRED TO ACCOMODATE THE APPLICATION SHOWN.

| City of Morgan Hill<br>Public Works Department | CROSS-DRAIN<br>COMMERCIAL DRIVEWAY<br>APPROACH | DRAWING NO.<br>A-11 |
|---|---|---|
| Jim Ashcroft<br>CITY ENGINEER — 9/15/02 DATE — 3/15/07 REVISED | | |




**NOTES:**

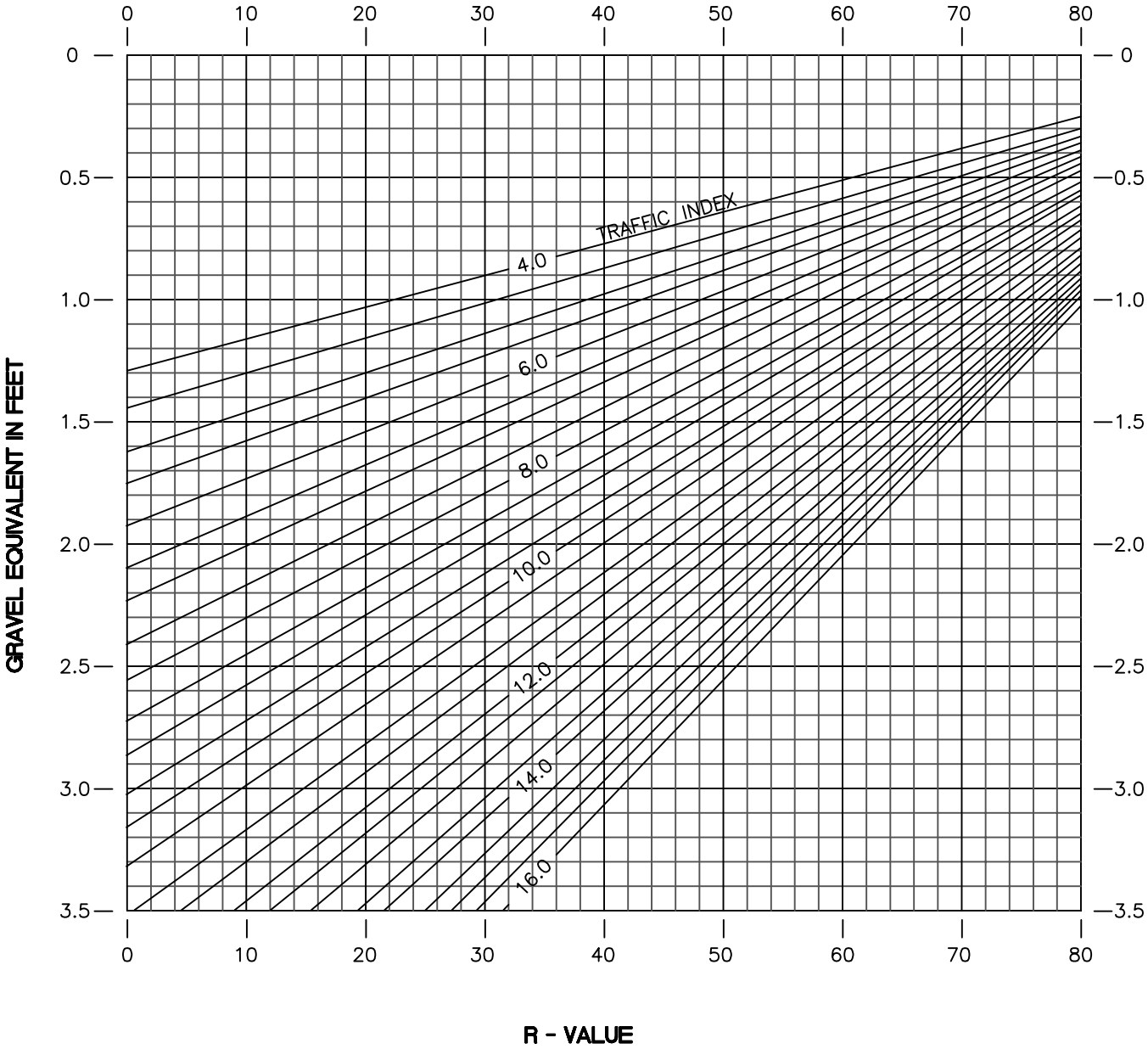
1. TACK COAT ALL VERTICAL EDGES PRIOR TO PLACEMENT OF AC.
2. THE REQUIRED DISTANCE OF THE PAVEMENT TRANSITION SHALL DEPEND ON THE CONDITION OF THE EXISTING AC. CARE SHALL BE TAKEN DURING THE REMOVAL OF THE EXISTING GUTTER PAN TO HELP MINIMIZE THE TRANSITION PAVING WIDTH. A 2'-0" MIN. DISTANCE (AS SHOWN) SHALL BE REQUIRED UNLESS OTHERWISE DETERMINED BY THE CITY ENGINEER.

| City of Morgan Hill<br>Public Works Department | PAVEMENT TO NEW CURB TRANSITION | DRAWING NO.<br>A-12 |
|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER<br>4/1/96<br>DATE<br>REVISED | | |

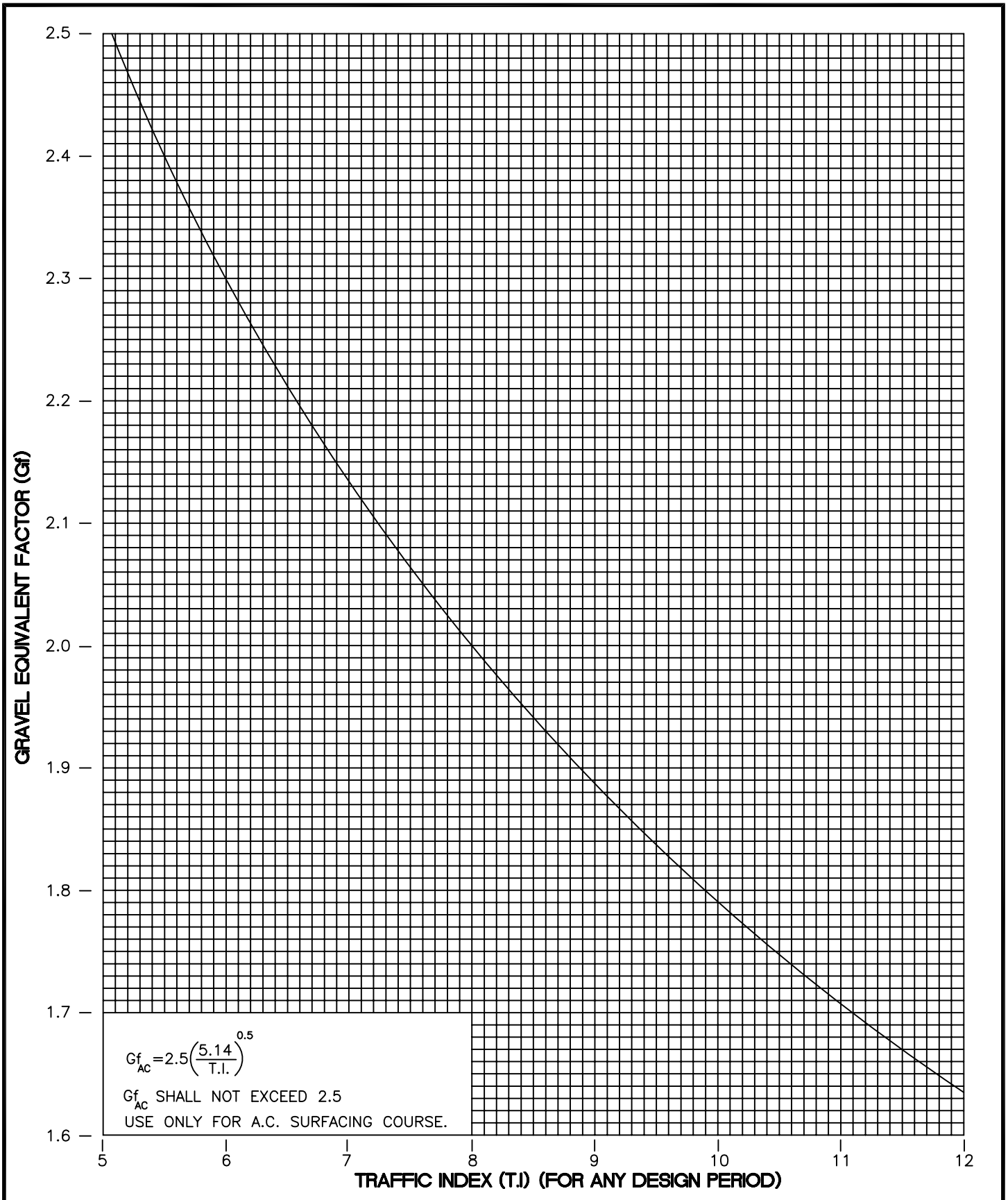
**EQUATION:**

G.E = 0.0032 (T.I.)(100 − R)

G.E. = GRAVEL EQUIVALENT
T.I. = TRAFFIC INDEX
R. = RESISTANCE VALUE




| City of Morgan Hill<br>Public Works Department | STRUCTURAL DESIGN CHART FOR FLEXIBLE PAVEMENTS | DRAWING NO.<br>A−13 |
|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER — 4/1/96 DATE — REVISED | | |




City of Morgan Hill
Public Works Department

Jim Ashcraft
CITY ENGINEER

4/1/96
DATE

REVISED

# RELATIONSHIP BETWEEN GRAVEL EQUIVALENT FACTOR FOR ASPHALT CONCRETE AND TRAFFIC INDEX

DRAWING NO.
A-14

## GRAVEL EQUIVALENT FACTORS

| MATERIAL | GRAVEL EQUIVALENT FACTOR (Gf) |
|---|---|
| LEAN CONCRETE BASE (LCB) | 1.9 |
| CLASS A CEMENT TREATED BASE (CTB) | 1.7 |
| ASPHALT TREATED PERMEABLE MATERIAL (ATPM) | 1.4 |
| OPEN GRADED ASPHALT CONCRETE (OGAC) | 1.4 |
| CLASS B CEMENT TREATED BASE (CTB) | 1.2 |
| ASPHALT TREATED BASE | 1.2 |
| SOIL CEMENT | 1.2 |
| AGGREGATE BASE | 1.1 |
| AGGREGATE SUBBASE | 1.0 |
| LIME TREATED BASE (LTB) | 0.9 + (unconfined compressive strength in psi / 1000) |

## GRAVEL EQUIVALENTS OF FULL DEPTH ASPHALT CONCRETE

| A.C. THICKNESS (FT.) | TRAFFIC INDEX * | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 0.55 | 1.30 | 1.20 | 1.12 | 1.05 | 1.00 | 0.95 | 0.92 | 0.87 | 0.85 |
| 0.60 | 1.44 | 1.33 | 1.24 | 1.17 | 1.10 | 1.06 | 1.02 | 0.97 | 0.94 |
| 0.65 | 1.60 | 1.48 | 1.38 | 1.30 | 1.23 | 1.17 | 1.13 | 1.08 | 1.05 |
| 0.70 | 1.79 | 1.65 | 1.54 | 1.45 | 1.37 | 1.31 | 1.26 | 1.20 | 1.17 |
| 0.75 | 1.97 | 1.82 | 1.70 | 1.60 | 1.52 | 1.45 | 1.39 | 1.33 | 1.29 |
| 0.80 | | 1.99 | 1.86 | 1.75 | 1.66 | 1.59 | 1.53 | 1.46 | 1.41 |
| 0.85 | | 2.14 | 2.00 | 1.88 | 1.78 | 1.70 | 1.64 | 1.56 | 1.52 |
| 0.90 | | 2.31 | 2.17 | 2.04 | 1.93 | 1.84 | 1.77 | 1.69 | 1.64 |
| 0.95 | | | 2.35 | 2.21 | 2.09 | 2.00 | 1.92 | 1.83 | 1.78 |
| 1.00 | | | 2.51 | 2.36 | 2.23 | 2.13 | 2.05 | 1.96 | 1.90 |
| 1.05 | | | 2.67 | 2.51 | 2.38 | 2.27 | 2.18 | 2.08 | 2.02 |
| 1.10 | | | | 2.68 | 2.54 | 2.42 | 2.33 | 2.22 | 2.16 |
| 1.15 | | | | 2.83 | 2.68 | 2.56 | 2.46 | 2.35 | 2.38 |
| 1.20 | | | | | 2.82 | 2.70 | 2.59 | 2.48 | 2.40 |
| 1.25 | | | | | 2.98 | 2.85 | 2.74 | 2.62 | 2.54 |
| 1.30 | | | | | 3.15 | 3.00 | 2.89 | 2.76 | 2.68 |
| 1.35 | | | | | | 3.16 | 3.03 | 2.90 | 2.81 |
| 1.40 | | | | | | 3.31 | 3.18 | 3.04 | 2.95 |
| 1.45 | | | | | | 3.47 | 3.33 | 3.18 | 3.09 |
| 1.50 | | | | | | | 3.48 | 3.32 | 3.22 |
| 1.55 | | | | | | | 3.62 | 3.46 | 3.36 |
| 1.60 | | | | | | | 3.77 | 3.61 | 3.50 |
| 1.65 | | | | | | | | 3.76 | 3.65 |
| 1.70 | | | | | | | | 3.90 | 3.78 |
| 1.75 | | | | | | | | 4.06 | 3.94 |

* SAFETY FACTOR OF 0.10 TO BE ADDED TO TOTAL GE BEFORE ENTERING TI COLUMN.

R-VALUE: CLASS B CTB=80, AB=78

ASB CLASS 1 = 60
ASB CLASS 2 = 50
ASB CLASS 3 = 40
ASB CLASS 4 = 50

City of Morgan Hill
Public Works Department

Jim Ashcraft
CITY ENGINEER

4/1/96
DATE

REVISED

# GRAVEL EQUIVALENTS AND EQUIVALENT FACTORS

DRAWING NO.
A-15

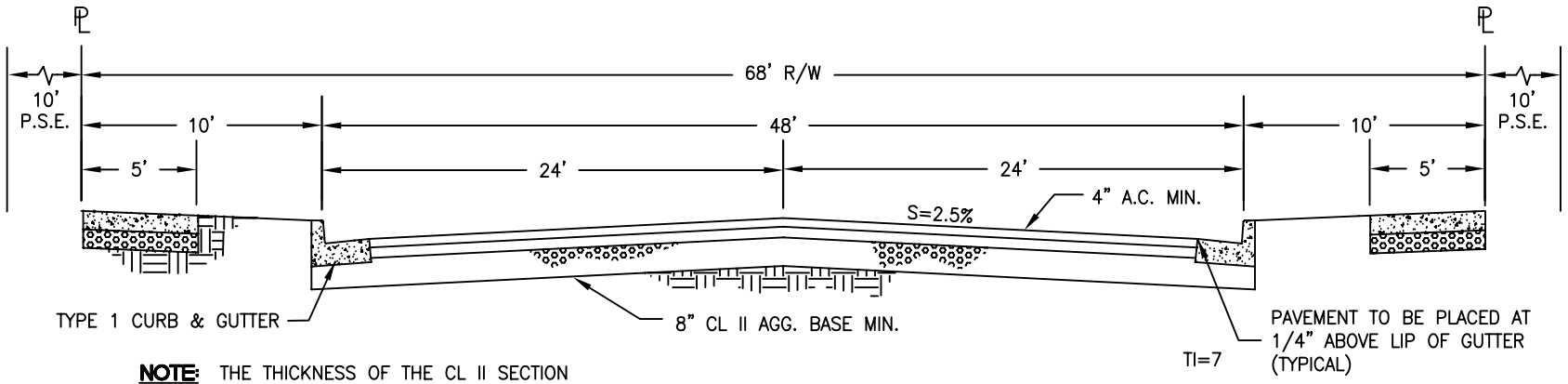
City of Morgan Hill
Public Works Department

CITY ENGINEER _____ DATE 4/1/96

REVISED 3/15/07

STREET SECTION

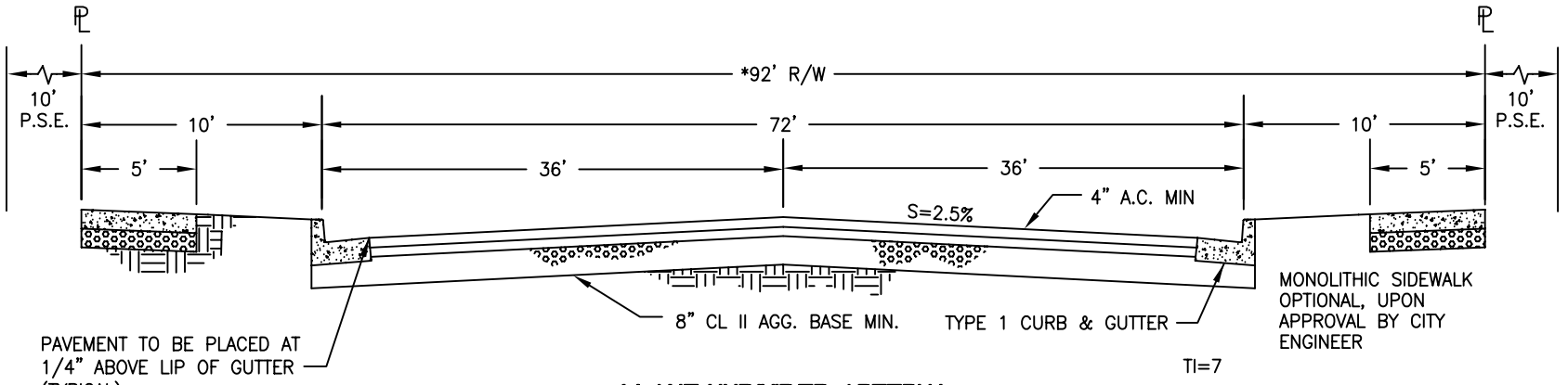
DRAWING NO. A-16




**NOTE:** THE THICKNESS OF THE CL II SECTION IS DETERMINED BY THE CITY ENGINEER.

SIDEWALK LOCATION SUBJECT TO APPROVAL BY THE CITY ENGINEER.

## INDUSTRIAL




## 4 LANE UNDIVIDED ARTERIAL

(Bike Lane Required)

*: Developer required to provide 36' Right Of Way, and 26' pavement surface (42' Right Of Way, and 32' pavement for new street extension). City participation or fee credit for remainder portion may be applicable.

City of Morgan Hill
Public Works Department

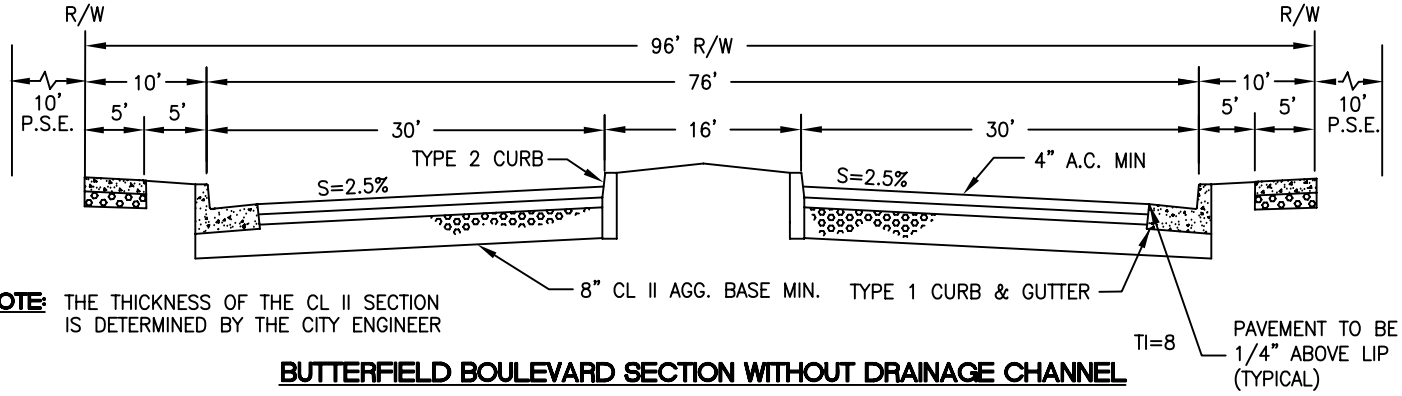
CITY ENGINEER

4/1/96
DATE

3/15/07
REVISED

STREET SECTION
BUTTERFIELD BOULEVARD

DRAWING NO.
A-17



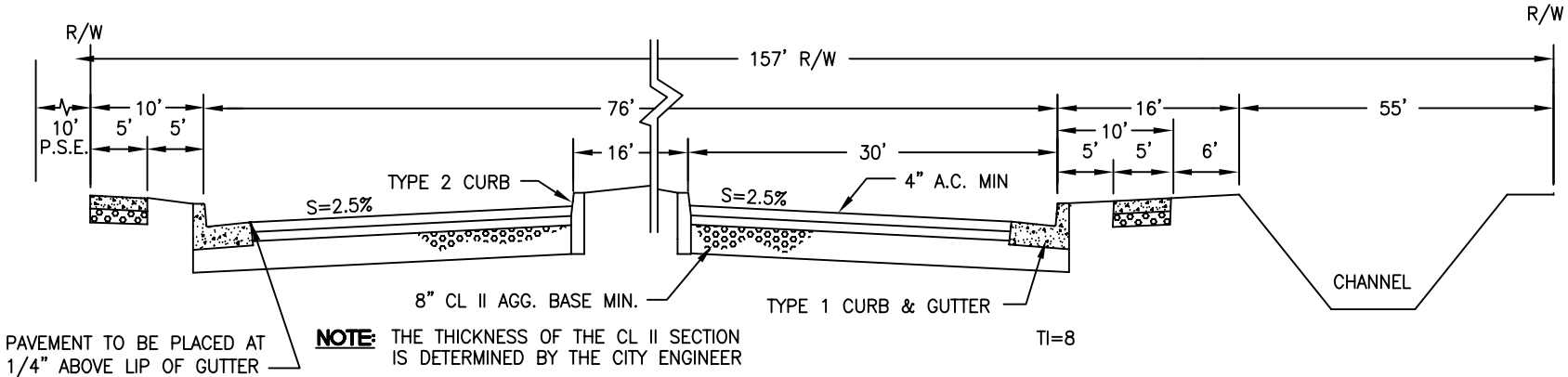

**NOTE:** THE THICKNESS OF THE CL II SECTION IS DETERMINED BY THE CITY ENGINEER

## BUTTERFIELD BOULEVARD SECTION WITHOUT DRAINAGE CHANNEL

(Bike Lane Required)

NTS

*: Developer required to provide 36' Right Of Way, and 26' pavement surface (42' Right Of Way, and 32' pavement for new street extension). City participation or fee credit for remainder portion may be applicable.




**NOTE:** THE THICKNESS OF THE CL II SECTION IS DETERMINED BY THE CITY ENGINEER

## BUTTERFIELD BOULEVARD SECTION WITH DRAINAGE CHANNEL

(Bike Lane Required)

NTS

*: Developer required to provide 36' Right Of Way, and 26' pavement surface (42' Right Of Way, and 32' pavement for new street extension). City participation or fee credit for remainder portion may be applicable.

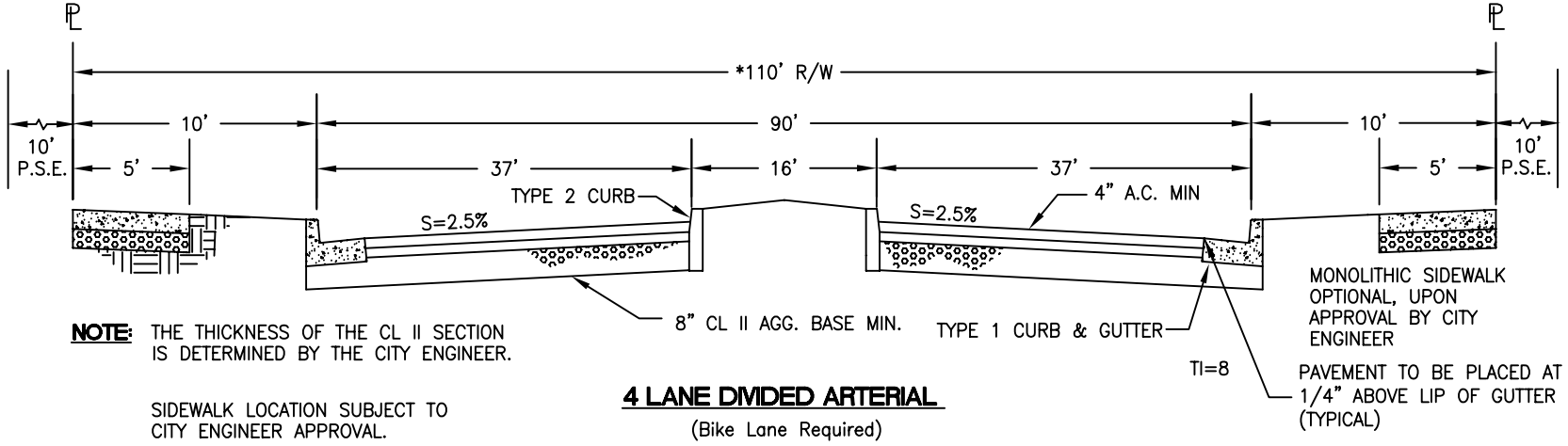
City of Morgan Hill
Public Works Department

CITY ENGINEER

4/1/96
DATE

3/15/07
REVISED

# STREET SECTION



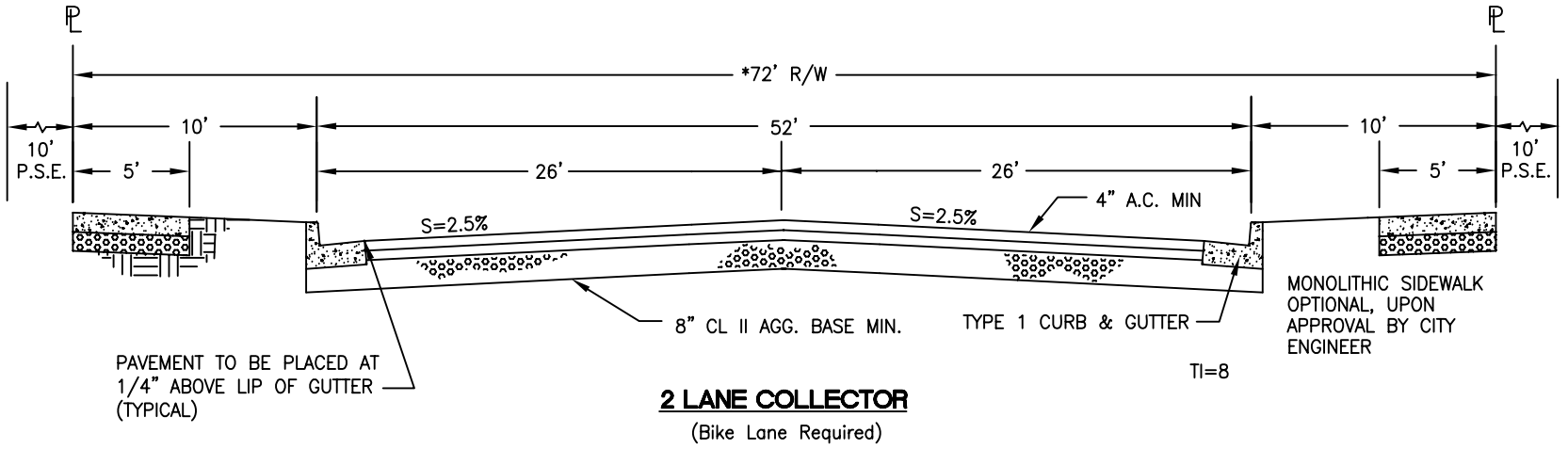

**NOTE:** THE THICKNESS OF THE CL II SECTION IS DETERMINED BY THE CITY ENGINEER.

SIDEWALK LOCATION SUBJECT TO CITY ENGINEER APPROVAL.

## 4 LANE DIVIDED ARTERIAL

(Bike Lane Required)

*: Developer required to provide 36' Right Of Way, and 26' pavement surface. City participation or fee credit for remainder may be applicable.




## 2 LANE COLLECTOR

(Bike Lane Required)

*: 64' R/W width acceptable on less significant collector streets.

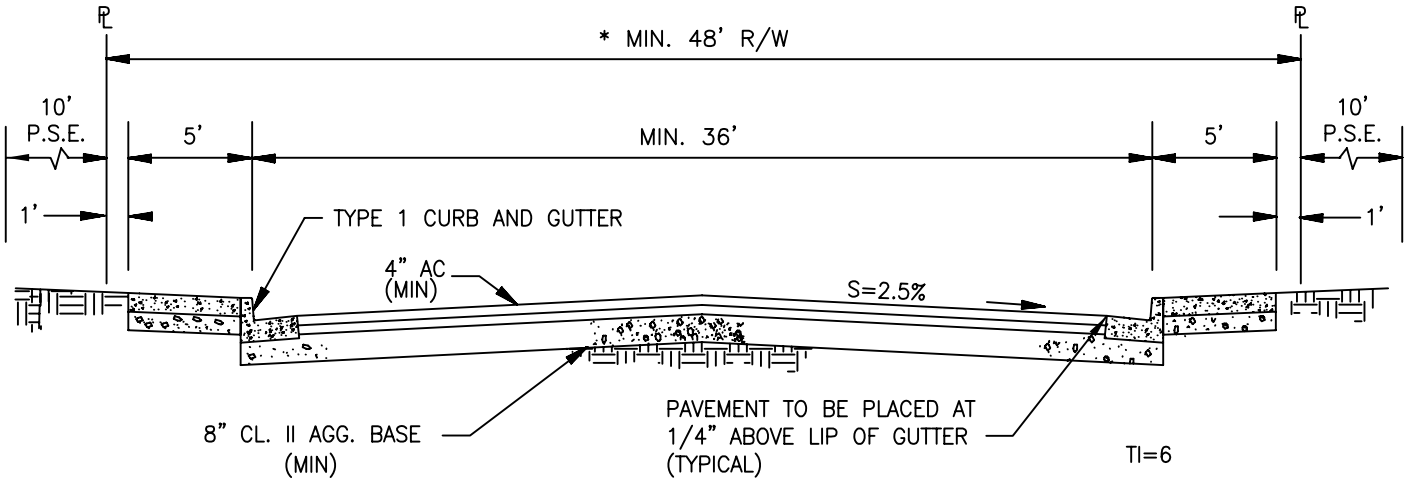
DRAWING NO.
A-18

City of Morgan Hill
Public Works Department

| CITY ENGINEER | 7/5/96 DATE | 3/15/07 REVISED |
|---|---|---|

# RESIDENTIAL STREET SECTION AND HALF STREET SECTION

DRAWING NO.
A–19

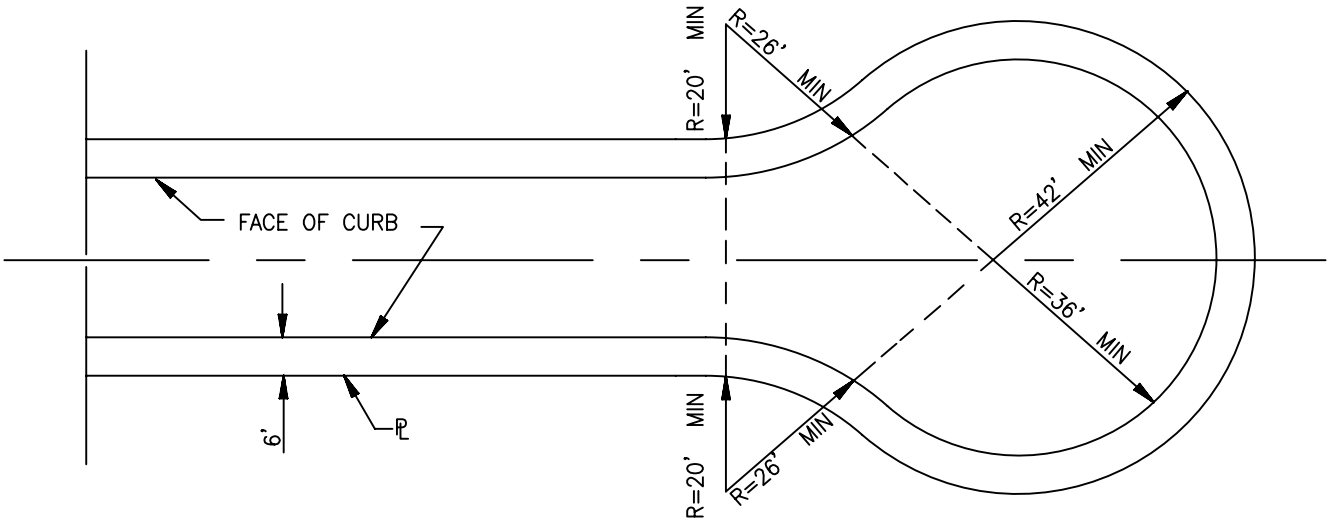



## TYPICAL CUL-DE-SAC STREET SECTION (WITH ≤ 200 A.D.T.)

**NOTE:** PARKING SHALL BE ON BOTH SIDES OF THE STREET.

MAXIMUM CUL-DE-SAC LENGTH (WITHOUT SECONDARY FIRE ACCESS), FROM THE CENTER OF THE INTERSECTING STREET TO THE CENTER OF THE TURN AROUND, SHALL NOT EXCEED 600'.

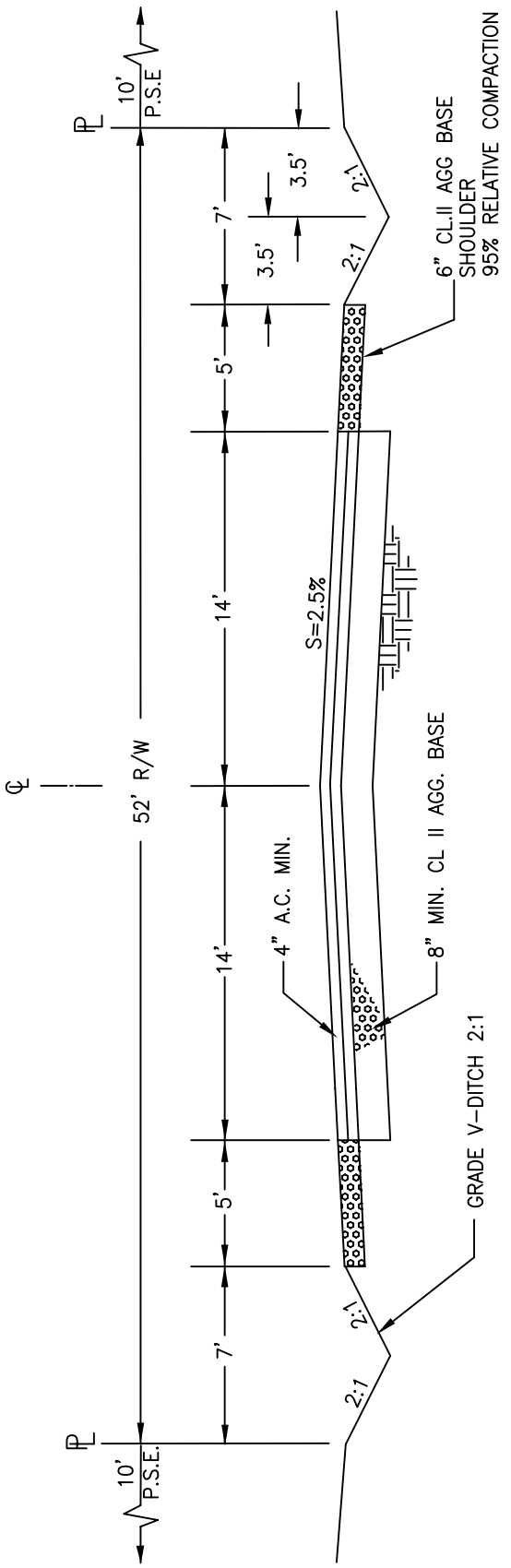
*: RIGHT-OF-WAY OF 52' MAY BE USED FOR CUL-DE-SACS. SEE RESIDENTIAL STREET SECTION DETAIL A-19.




INCREASE RADIUS AS REQUIRED FOR LOT FRONTAGE

## TYPICAL CUL-DE-SAC DATA

| City of Morgan Hill<br>Public Works Department | | | STREET SECTION | DRAWING NO.<br>A-20 |
|---|---|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER | 7/5/96<br>DATE | 3/15/07<br>REVISED | | |

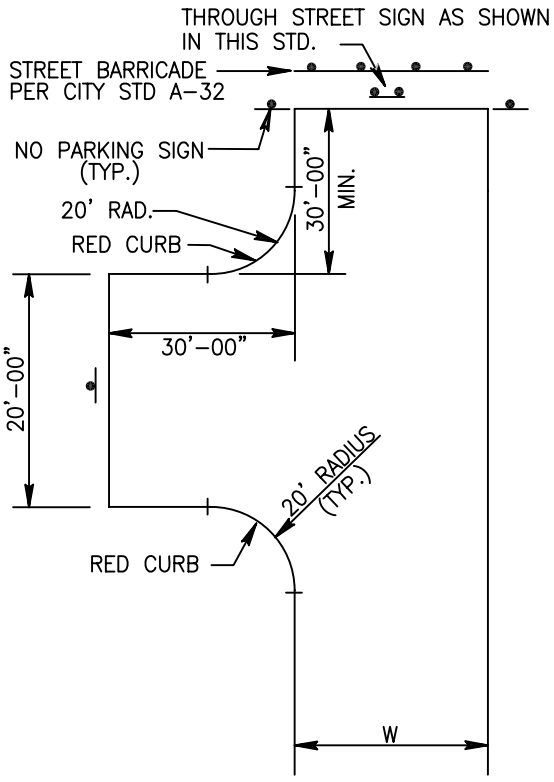



**NOTE:** THICKNESS OF THE CL II SECTION IS TO BE DETERMINED BY THE CITY ENGINEER.

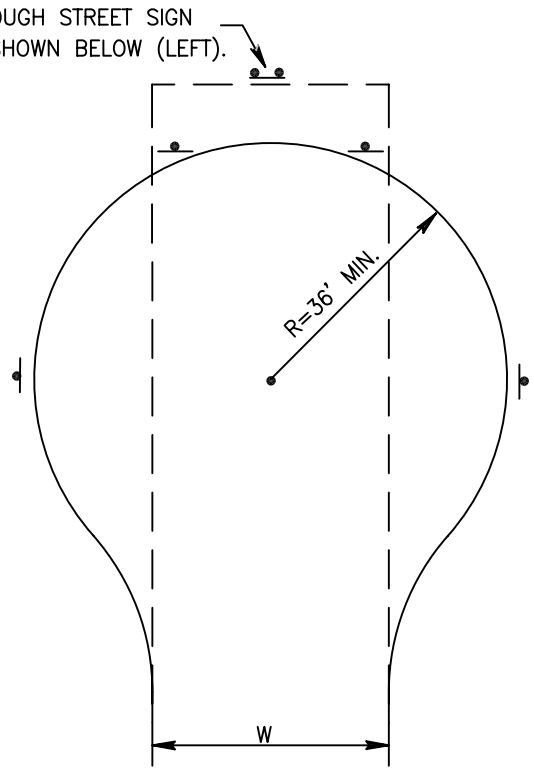
**RURAL STREET SECTION (FOR 52' R/W)**

(No On Street Parking)

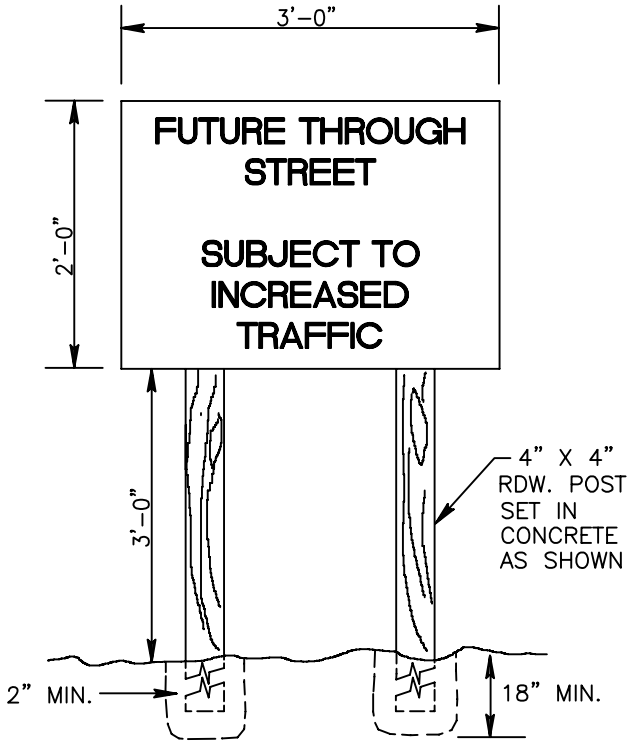
| | | |
|---|---|---|
| City of Morgan Hill<br>Public Works Department | RURAL STREET SECTION | DRAWING NO.<br>A-21 |
| Jim Ashcraft<br>CITY ENGINEER<br>7/5/96<br>DATE<br>REVISED | | |




TEMPORARY HAMMERHEAD




TEMPORARY CUL-DE-SAC




THROUGH STREET SIGN

**NOTES:**

1. SIGN SHALL BE REFLECTORIZED PER CAL TRANS STANDARD SHEETING BLACK ON WHITE METAL SIGN WITH 2"(MIN.) LETTERS.
2. W = 20' ON TEMPORARY HAMMERHEAD.
3. DRIVEWAY APPROACHES MAY BE USED AS PART OF TEMPORARY HAMMERHEAD, PROVIDED THEY MEET THE DIMENSIONS OF THE TEMPLATE ABOVE.

City of Morgan Hill
Public Works Department

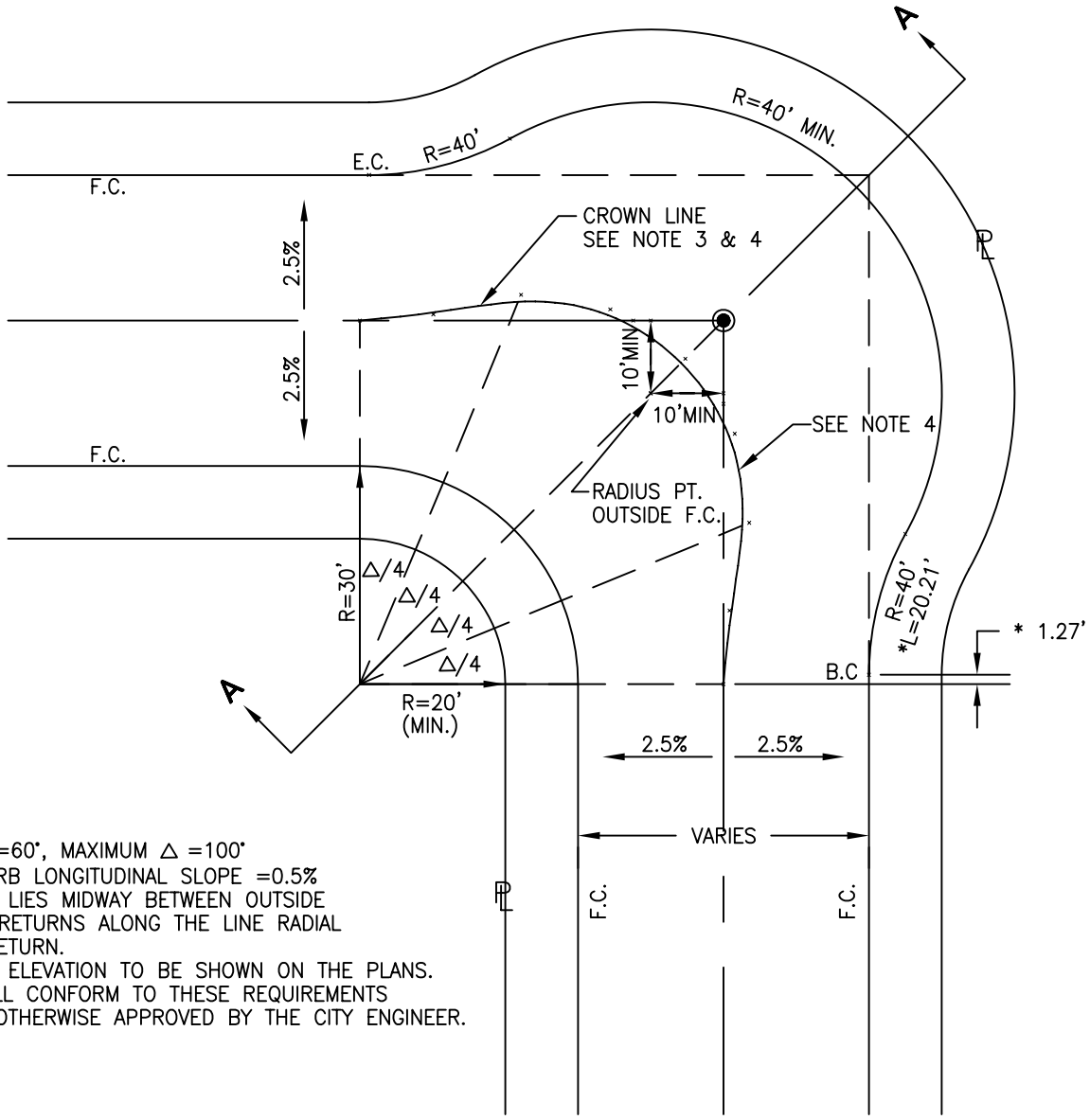
Jim Ashcraft
CITY ENGINEER

4/1/96
DATE

6/8/00
REVISED

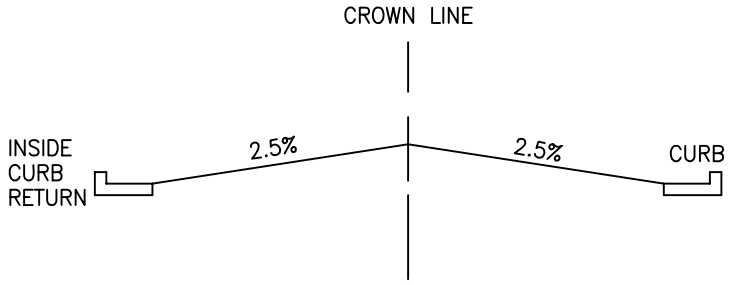
# TEMPORARY TURNAROUND FOR FUTURE STREET

DRAWING NO.
A-22




**NOTES:**

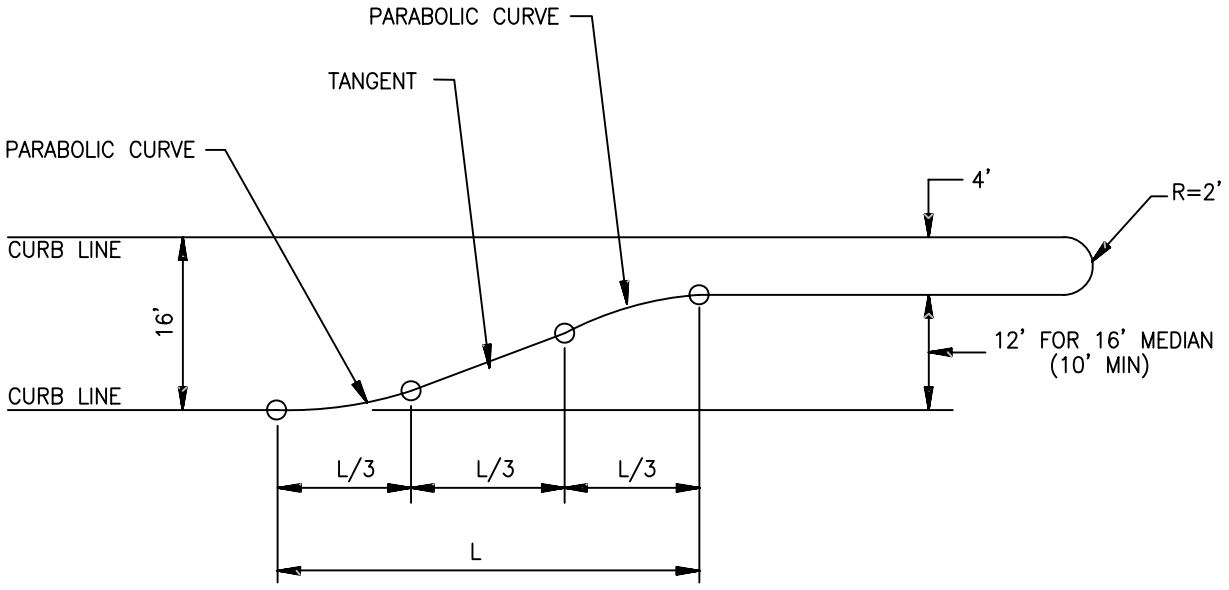
1. MINIMUM △ =60°, MAXIMUM △ =100°
2. MINIMUM CURB LONGITUDINAL SLOPE =0.5%
3. CROWN LINE LIES MIDWAY BETWEEN OUTSIDE AND INSIDE RETURNS ALONG THE LINE RADIAL TO INSIDE RETURN.
4. CROWN LINE ELEVATION TO BE SHOWN ON THE PLANS.
5. DESIGN SHALL CONFORM TO THESE REQUIREMENTS EXCEPT AS OTHERWISE APPROVED BY THE CITY ENGINEER.




**SECTION A-A**

MINIMUM CROSS SLOPE.

| City of Morgan Hill<br>Public Works Department | STANDARD STREET KNUCKLE | DRAWING NO. |
|---|---|---|
| CITY ENGINEER — 4/1/96 DATE — REVISED | | A-23 |




| L-LENGHT OF TAPER | | | | OFFSET DISTANCE FOR LANE WIDTH OF | | |
|---|---|---|---|---|---|---|
| 60' | 90' | 120' | | | | |
| DIST FROM BEG OF TAPER | | | | 10' | 11' | 12' |
| 5 | 7.5 | 10 | | .16 | .17 | .19 |
| 10 | 15.0 | 20 | | .62 | .69 | .75 |
| 15 | 22.5 | 30 | | 1.41 | 1.55 | 1.69 |
| 20 | 30.0 | 40 | | 2.50 | 2.75 | 3.00 |
| 30 | 45.0 | 60 | | 5.00 | 5.50 | 6.00 |
| 40 | 60.0 | 80 | | 7.50 | 8.25 | 9.00 |
| 45 | 67.5 | 90 | | 8.59 | 9.45 | 10.31 |
| 50 | 75.0 | 100 | | 9.38 | 10.31 | 11.25 |
| 55 | 82.5 | 110 | | 9.84 | 10.83 | 11.81 |
| 60 | 90.0 | 120 | | 10.00 | 11.00 | 12.00 |

**NOTES:**

1. OFFSETS ARE MEASURED FROM A BASE LINE WHICH IS THE CURB LINE EXTENDED.
2. DISTANCE ALONG THE BASE LINE IS MEASURED FROM THE POINT OF TANGENCY AT THE BEGINNING OF TAPER.
3. TAPER LENGTH SHALL BE 90' UNLESS OTHERWISE APPROVED.

City of Morgan Hill
Public Works Department

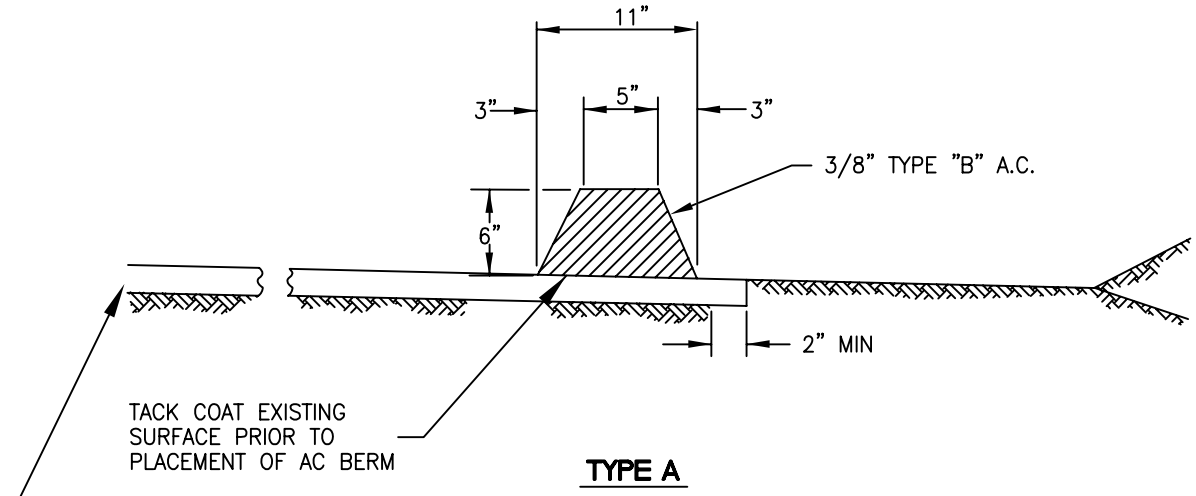
Jim Ashcraft
CITY ENGINEER

4/1/96
DATE

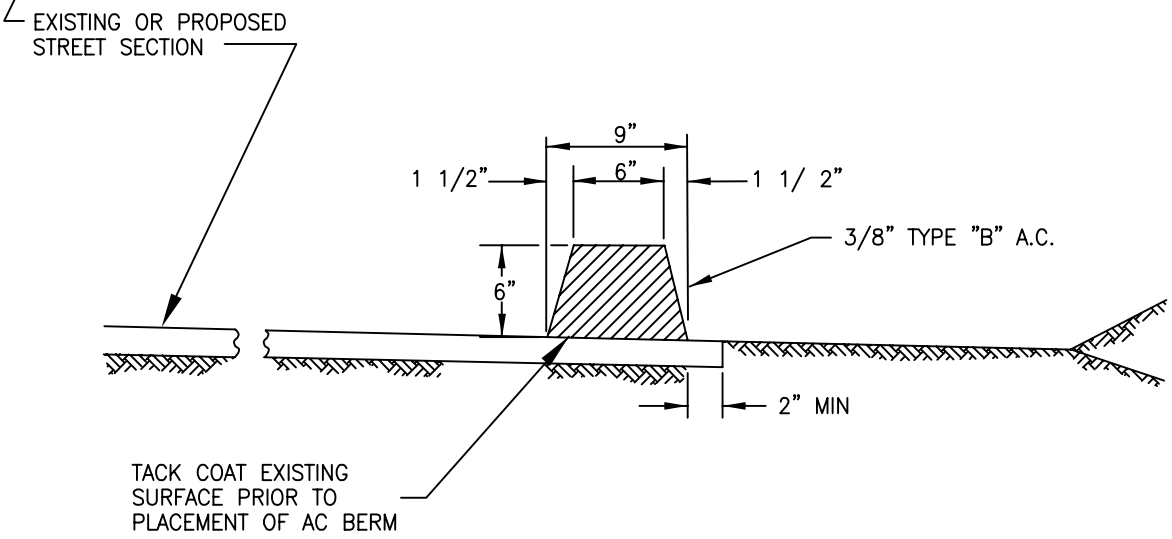
REVISED

# STANDARD MEDIAN TAPER

DRAWING NO.
A-24

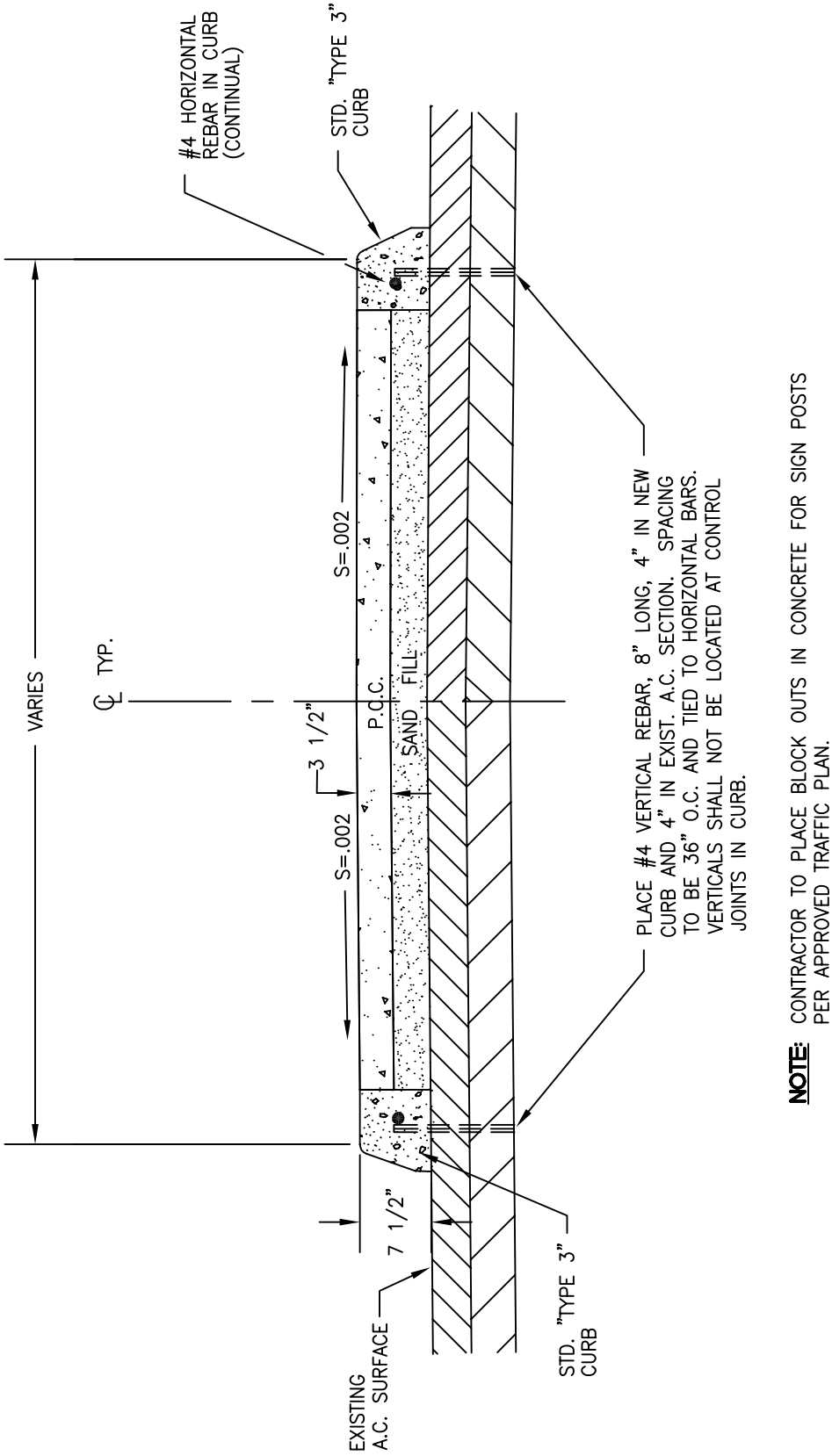



**TYPE A**




**TYPE B**

| City of Morgan Hill<br>Public Works Department | ASPHALT CONCRETE BERM | DRAWING NO.<br>A-25 |
|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER<br>4/1/96<br>DATE<br>REVISED | | |




**NOTE:** CONTRACTOR TO PLACE BLOCK OUTS IN CONCRETE FOR SIGN POSTS PER APPROVED TRAFFIC PLAN.

City of Morgan Hill
Public Works Department

Jim Ashcraft
CITY ENGINEER

4/1/96
DATE

5/1/06
REVISED

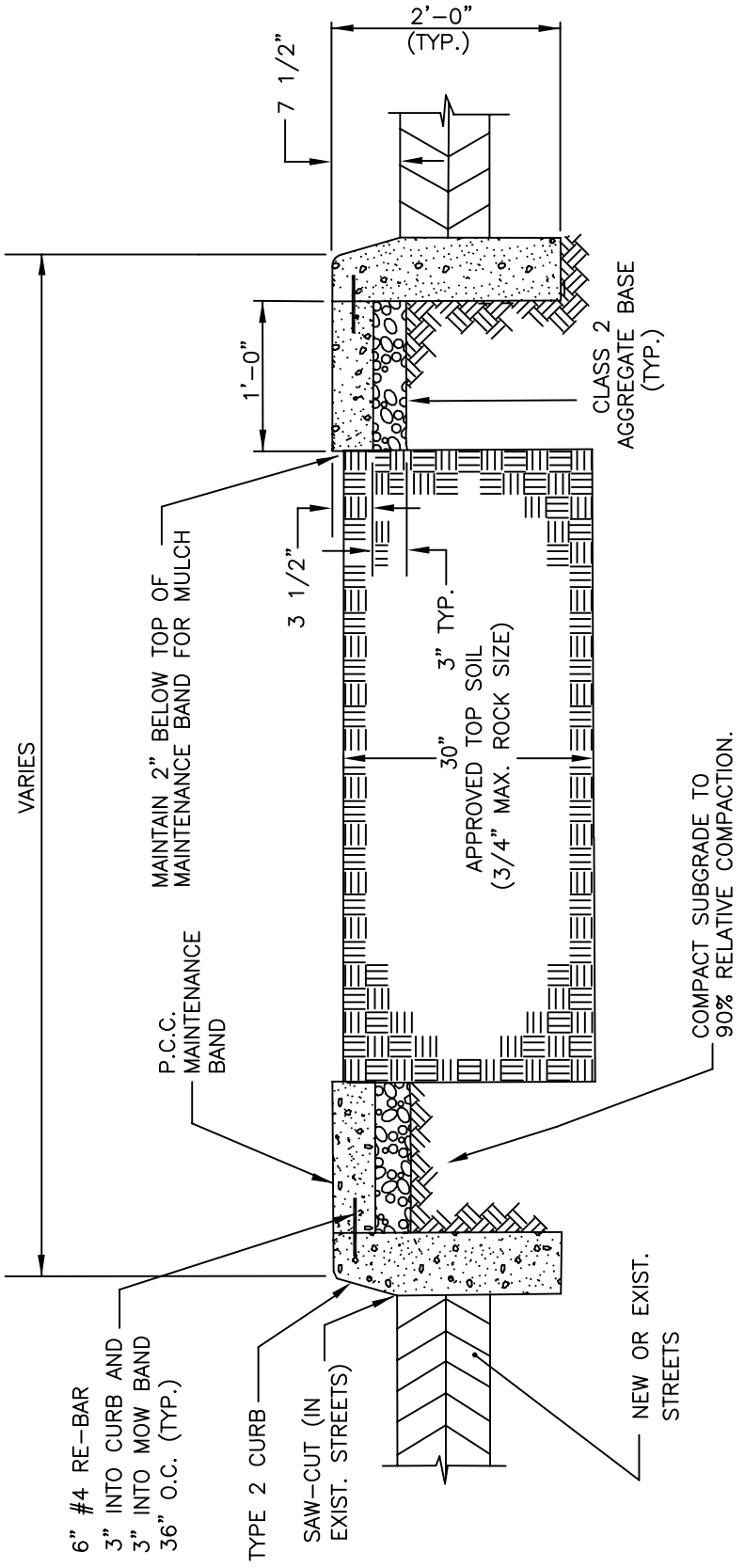
# TEMPORARY PAVED MEDIAN ISLAND

DRAWING NO.
A-26

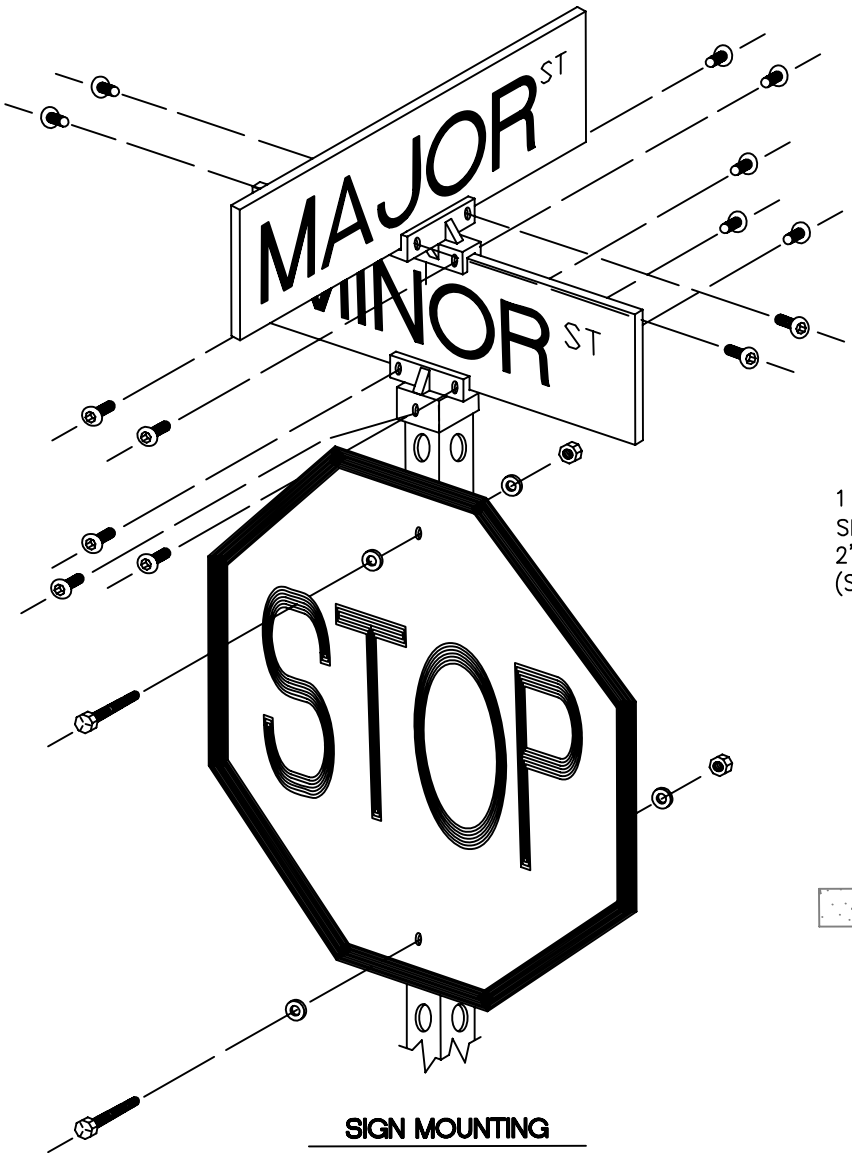
**NOTES:**

1. AFTER THE COBBLESTONE HAS BEEN SET INTO THE MORTAR, EXCESSIVE MORTAR BETWEEN THE JOINTS OF THE COBBLESTONES SHALL BE CAREFULLY REMOVED AND RAKED TO A SMOOTH JOINT (PROTRUSION OF MORTAR IS NOT ALLOWED).
2. SEAL FINAL SURFACE WITH WATER SEALER.
3. UPON CITY ENGINEER APPROVAL, THE MEDIAN CENTER MAY BE PAVED (P.C.C.) PER DETAIL A-26, PROVIDED THE "TYPE 2" CURB APPLICATION IS USED.
4. CONTRACTOR TO PLACE BLOCK OUTS IN COBBLE PATERN AND/OR CONCRETE AREA FOR SIGN POSTS.

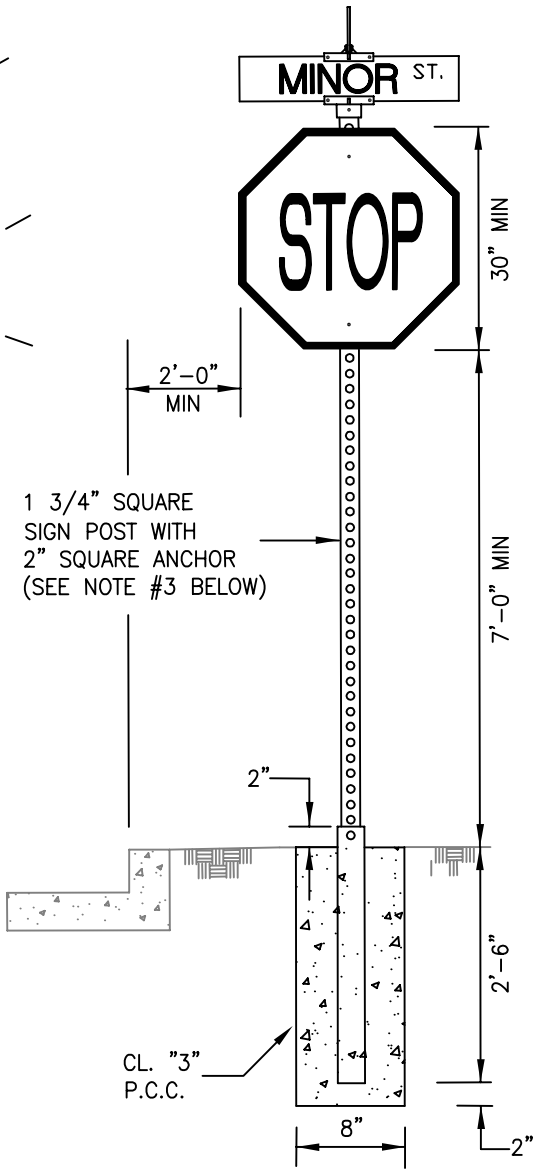
| City of Morgan Hill<br>Public Works Department | COBBLESTONE MEDIAN ISLAND | DRAWING NO. |
|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER<br>4/1/96<br>DATE<br>3/15/07<br>REVISED | | A-27 |



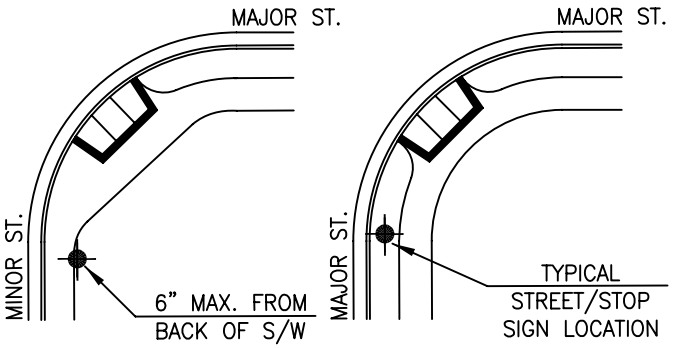

| City of Morgan Hill<br>Public Works Department | LANDSCAPE MEDIAN ISLAND | DRAWING NO. |
|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER — 4/1/96 DATE — 3/15/07 REVISED | | A-28 |




SIGN MOUNTING




TYPICAL LOCATION AND BASE DETAIL




FINAL LOCATION TO BE DETERMINED BY THE FIELD ENGINEER

LOCATION - PLAN VIEW

**NOTES:**

1. STREET NAMES SHALL BE IN 4" HIGH LETTERS AND ABBREVIATIONS IN 2" HIGH LETTERS LETTERS SHALL BE "SCOTCHLITE #2270-AR" OR APPROVED EQUAL. BACKGROUND SHALL BE "INTER-STATE BLUE" PER STATE OF CALIFORNIA SPECS.
2. STREET NAME SIGN SHALL BE "WESTERN HIGHWAY PRODUCTS AF-6/AF-9" OR APPROVED EQUAL. FLAT PLATE ALUMINUM, WITHOUT BORDER.
3. POST SHALL BE "TELESPAR" 1 3/4" SQUARE SIGN POST WITH "TELESPAR" 2" SQUARE ANCHOR OR APPROVED EQUAL. SIGN MOUNTING HARDWARE SHALL BE "WESTERN HIGHWAY PRODUCTS 850F" SQUARE POST CAP/SIGN BRACKET WITH 606FCS SIGN TO SIGN BRAKET(ALL HARDWARE FOR 6" SIGN PLATES AS SHOWN).

City of Morgan Hill
Public Works Department

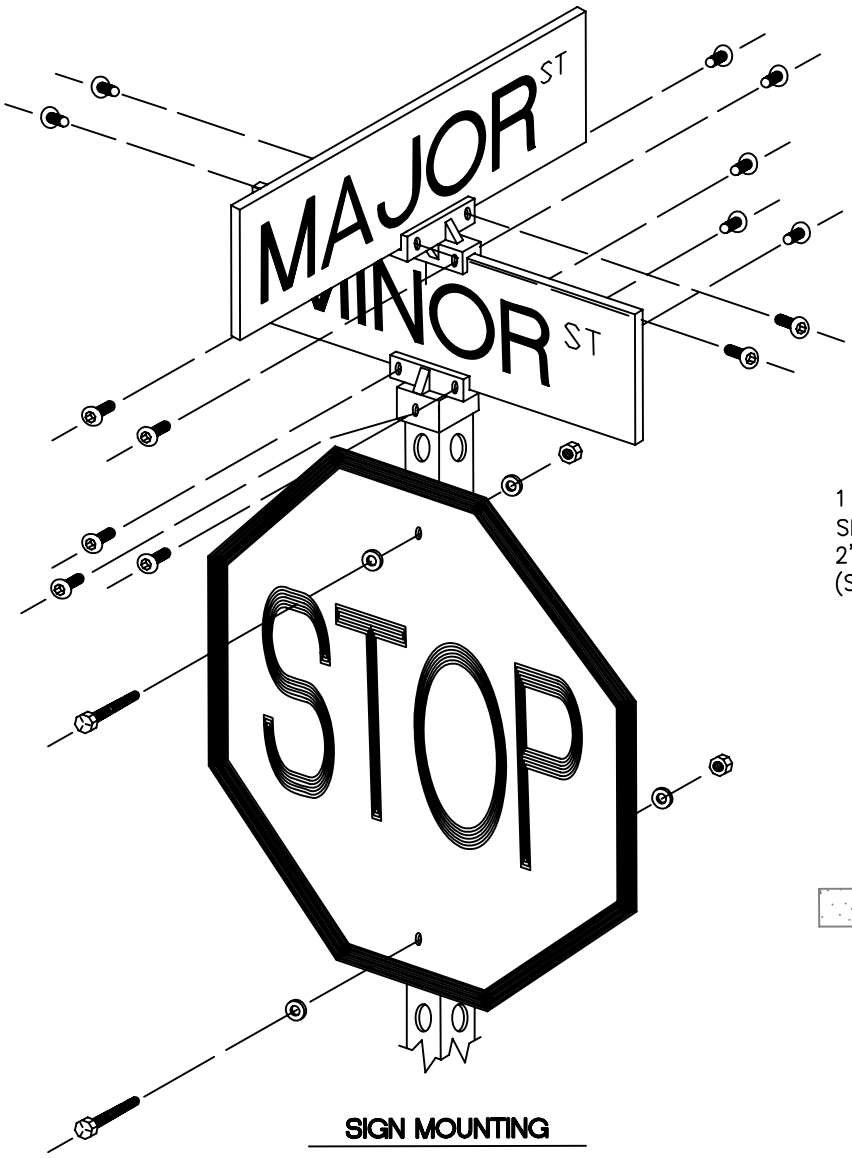
Jim Ashcraft
CITY ENGINEER

4/1/96
DATE

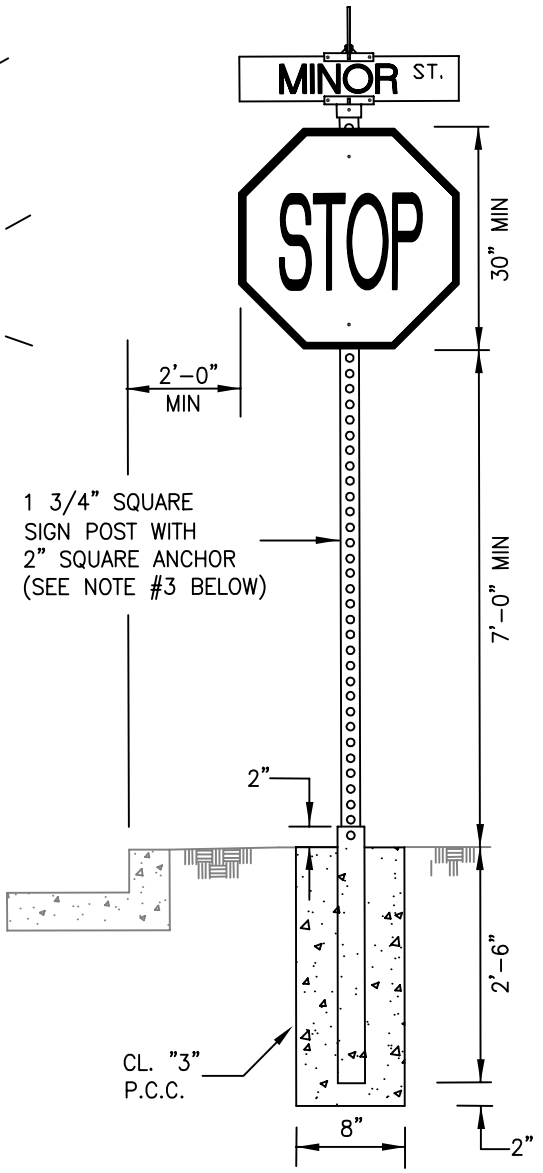
3/15/06
REVISED

# STREET NAME/STOP SIGN

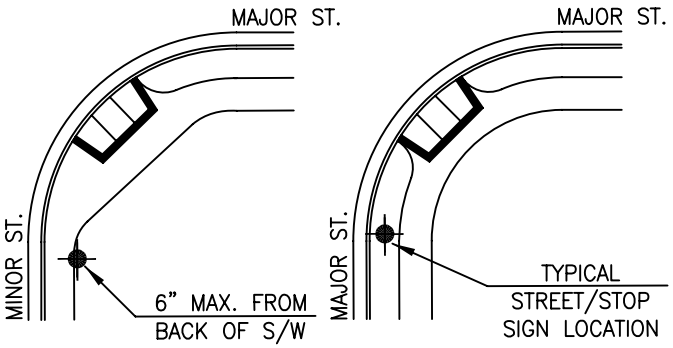
DRAWING NO.
A-29




SIGN MOUNTING




TYPICAL LOCATION AND BASE DETAIL




FINAL LOCATION TO BE DETERMINED BY THE FIELD ENGINEER

LOCATION - PLAN VIEW

**NOTES:**

1. STREET NAMES SHALL BE IN 4" HIGH LETTERS AND ABBREVIATIONS IN 2" HIGH LETTERS LETTERS SHALL BE "SCOTCHLITE #2270-AR" OR APPROVED EQUAL. BACKGROUND SHALL BE "INTER-STATE BLUE" PER STATE OF CALIFORNIA SPECS.
2. STREET NAME SIGN SHALL BE "WESTERN HIGHWAY PRODUCTS AF-6/AF-9" OR APPROVED EQUAL. FLAT PLATE ALUMINUM, WITHOUT BORDER.
3. POST SHALL BE "TELESPAR" 1 3/4" SQUARE SIGN POST WITH "TELESPAR" 2" SQUARE ANCHOR OR APPROVED EQUAL. SIGN MOUNTING HARDWARE SHALL BE "WESTERN HIGHWAY PRODUCTS 850F" SQUARE POST CAP/SIGN BRACKET WITH 606FCS SIGN TO SIGN BRAKET(ALL HARDWARE FOR 6" SIGN PLATES AS SHOWN).

City of Morgan Hill
Public Works Department

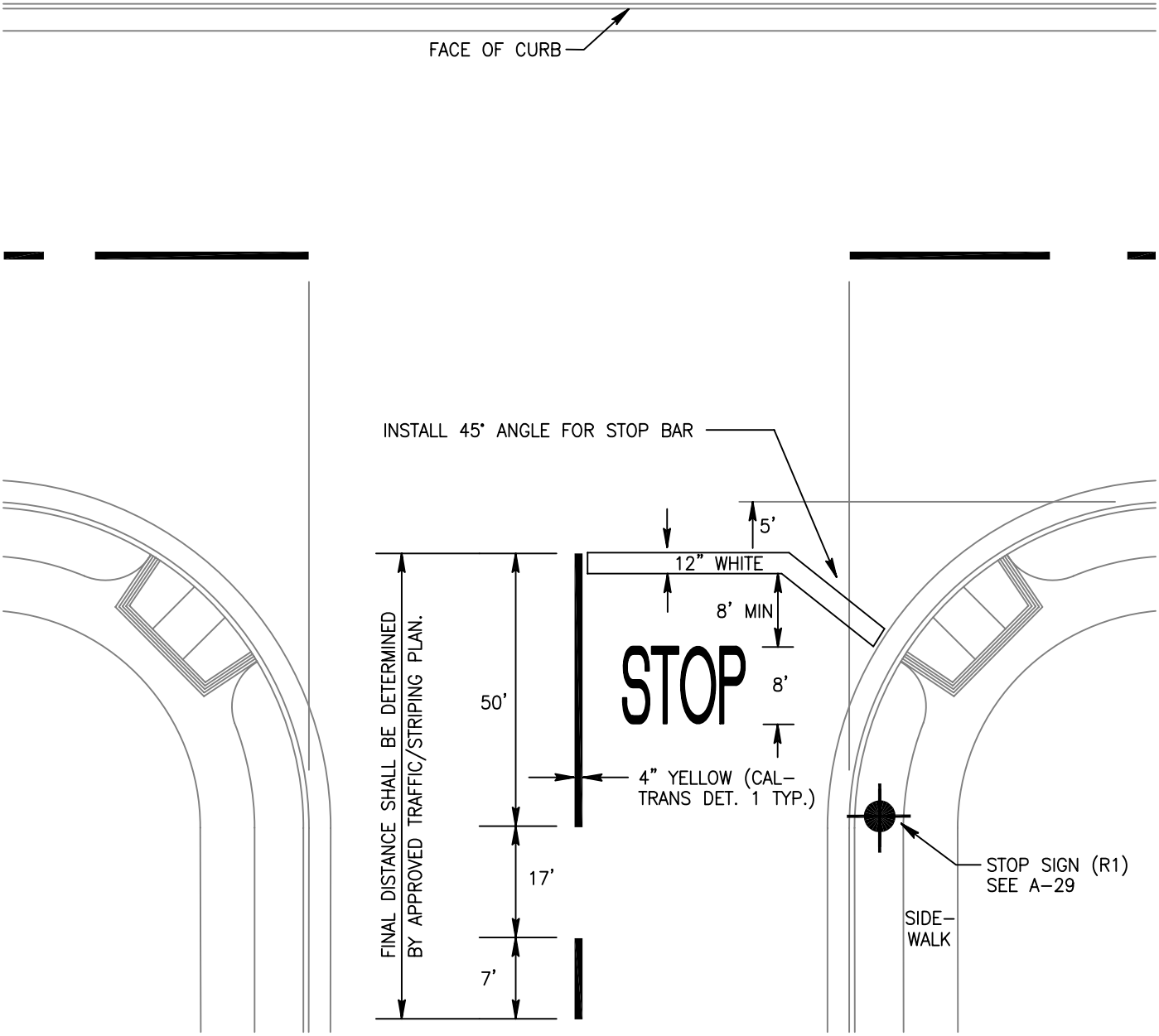
Jim Ashcraft
CITY ENGINEER

4/1/96
DATE

3/15/06
REVISED

# STREET NAME/STOP SIGN

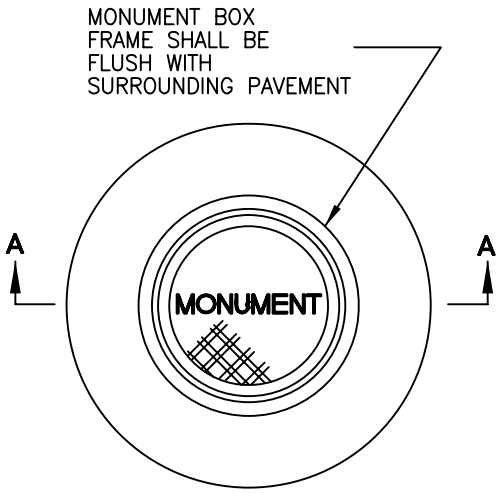
DRAWING NO.
A-29



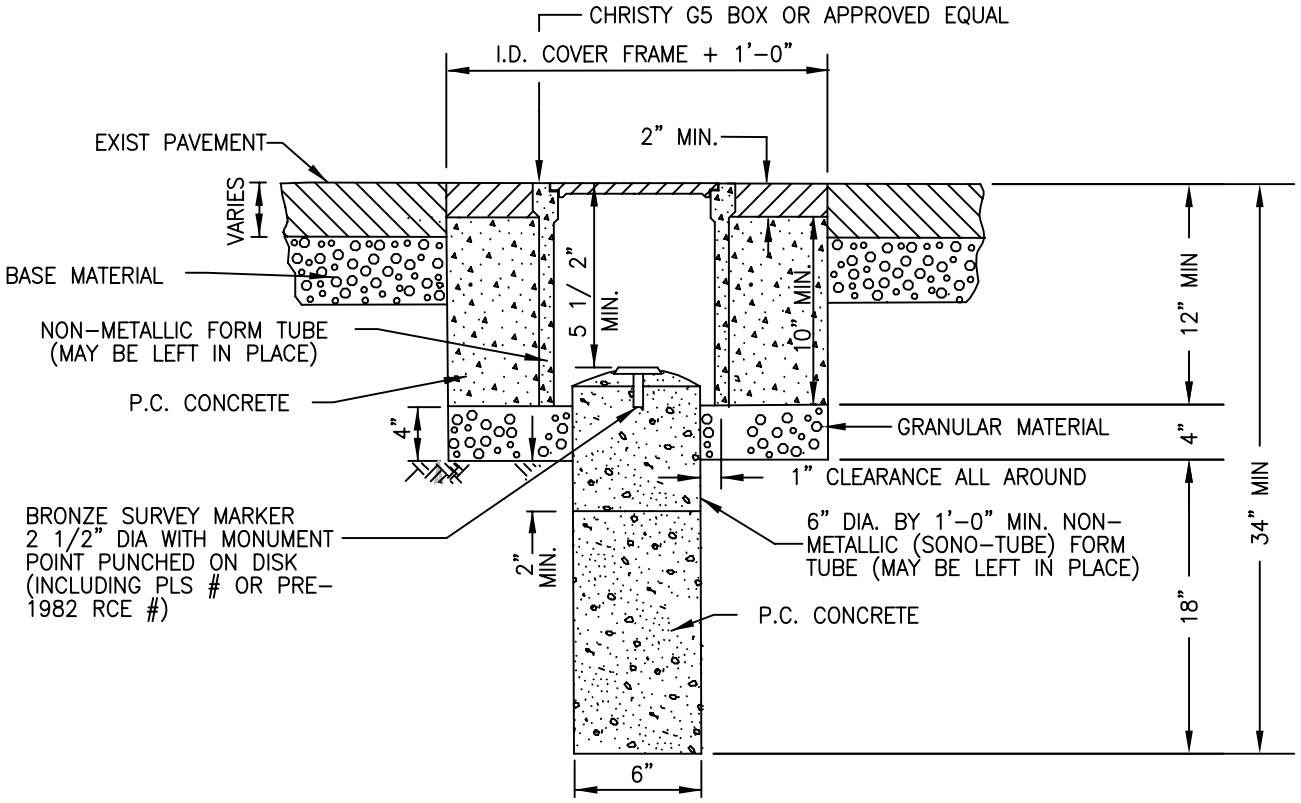

**NOTES:**

1. FINAL SIGN LOCATION AND STRIPING LAYOUT SHALL BE FIELD VERIFIED BY THE ENGINEER AFTER "CAT-TRACKING" AND PRIOR TO FINAL STRIPING APPLICATION.
2. ALL CENTERLINE STREET STRIPING SHALL BE YELLOW THERMAL PLASTIC PAINT WITH GLASS BEADS. THE STOP BAR AND "STOP" LEGEND LETTERING SHALL BE WHITE THERMAL PLASTIC PAINT WITH GLASS BEADS. THERMAL PLASTIC PAINT APPLICATIONS SHALL COMPLY WITH CALIFORNIA STATE SPECIFICATIONS SECTION 84-2.02 AND SHALL COMPLY WITH ALL APPLICABLE BAAQMD (BAY AREA AIR QUALITY MANAGEMENT DISTRICT) REGULATIONS FOR THERMAL PLASTIC PAINT.

| City of Morgan Hill<br>Public Works Department | | | STREET STRIPING & STOP BAR | DRAWING NO. |
|---|---|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER | 4/1/96<br>DATE | 3/15/07<br>REVISED | | A-30 |

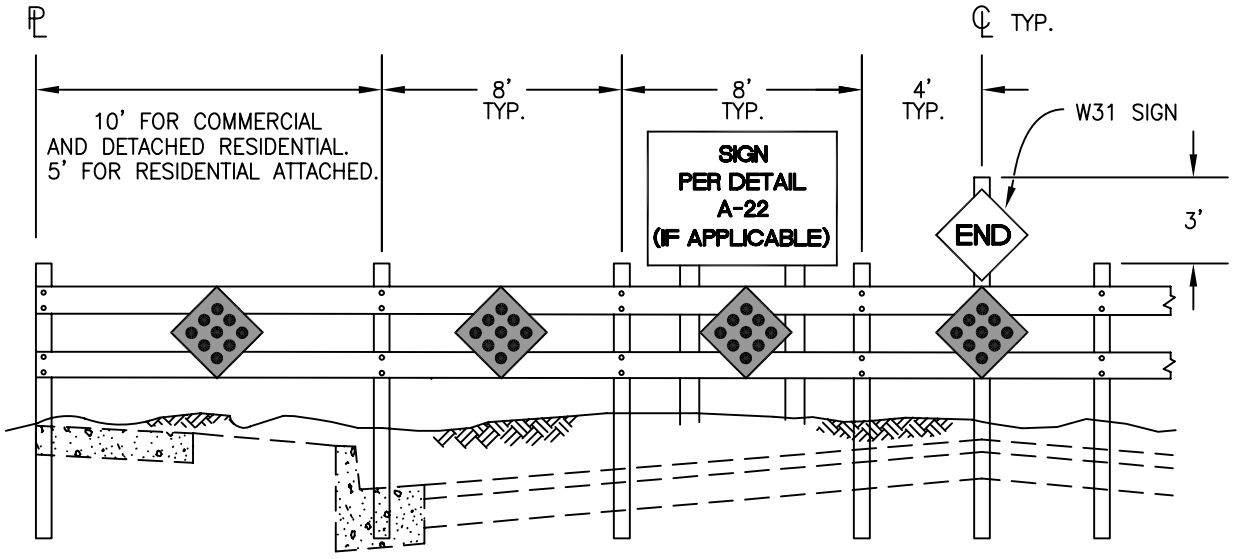


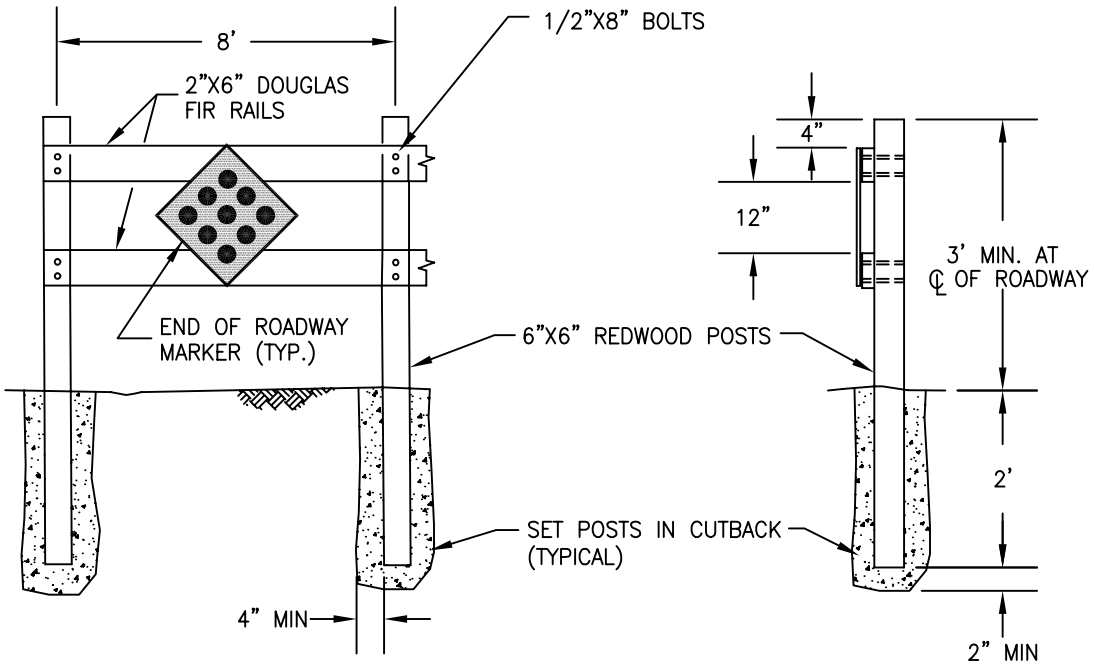

**COVER INSTALLATION**
**PLAN VIEW**




**SECTION A-A**
**STANDARD MONUMENT INSTALLATION**

| | | | | |
|---|---|---|---|---|
| City of Morgan Hill<br>Public Works Department | | | STANDARD CITY MONUMENT | DRAWING NO.<br>A-31 |
| Jim Ashcraft<br>CITY ENGINEER | 4/1/96<br>DATE | 3/15/07<br>REVISED | | |

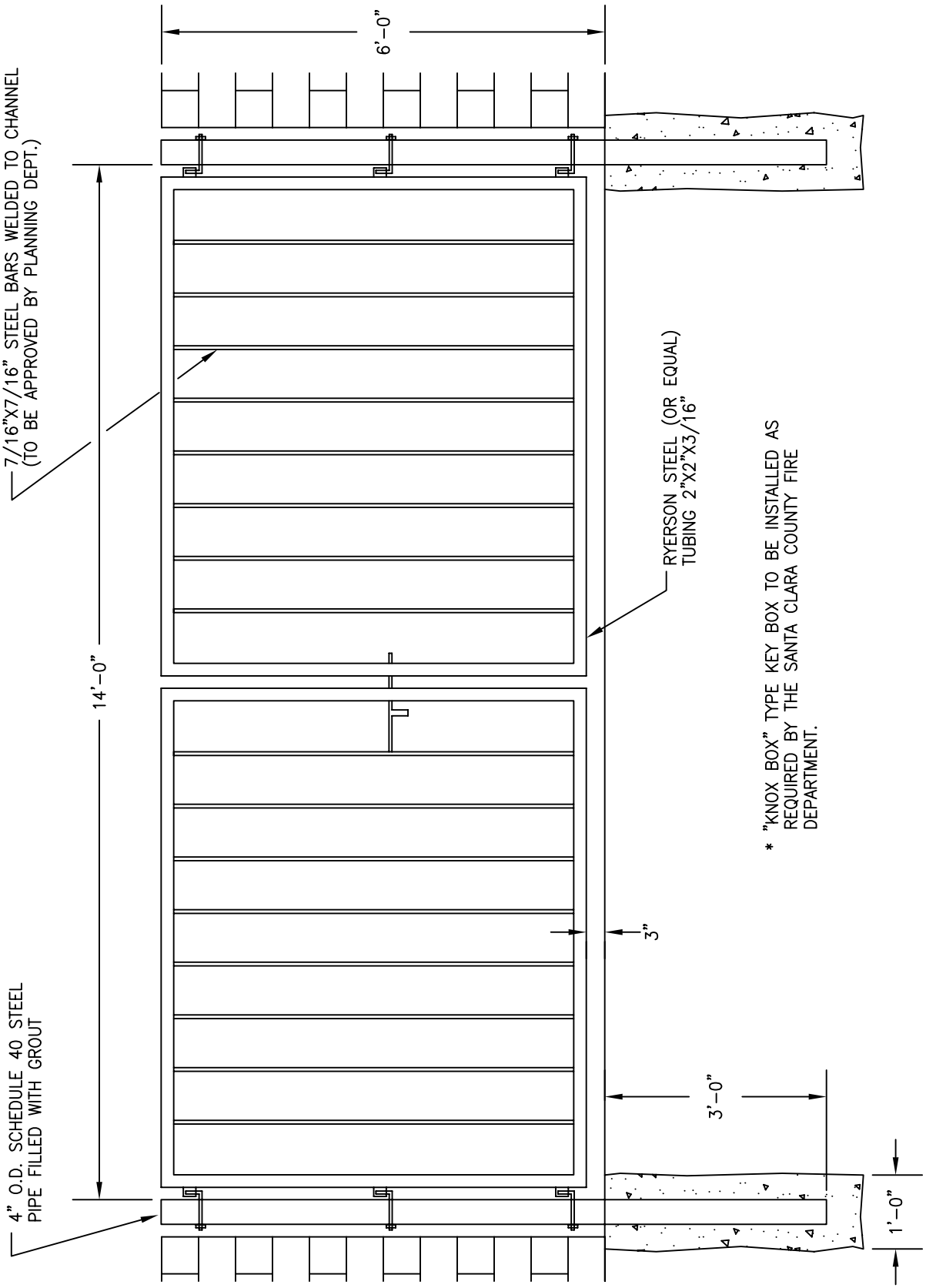


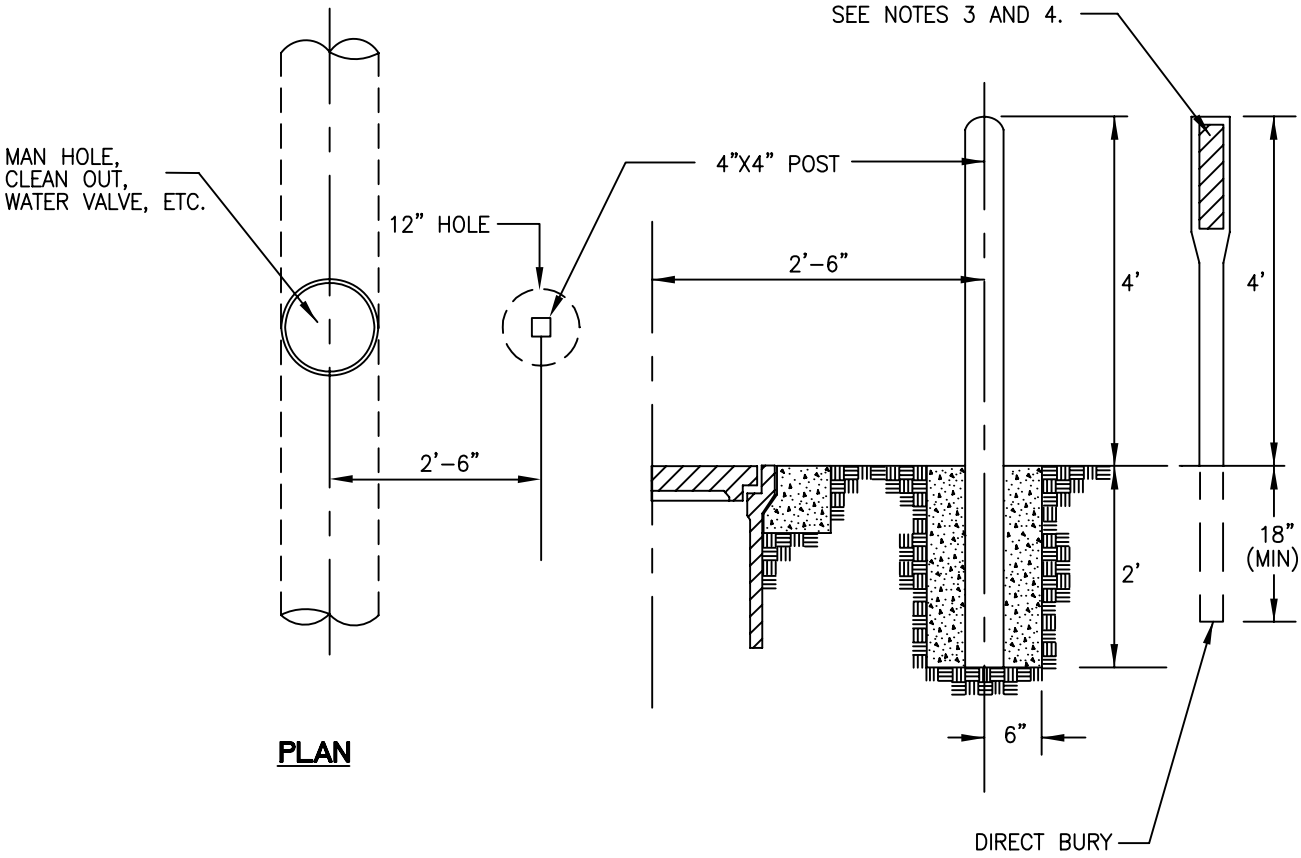

**NOTES:**

1. PAINT ALL EXPOSED WOOD SURFACES WITH ONE APPLICATION OF EXTERIOR WOOD PRIMER AND TWO COATS EXTERIOR WHITE ENAMEL.
2. SECURE EACH JOINT WITH TWO GALVANIZED 1/2"X8" BOLTS. ALL RAIL ENDS TO MEET AT ℄ OF POSTS
3. PLACE AASHTO OM4-1 "END OF ROADWAY" MARKERS IN EACH SECTION AS SHOWN.
4. RAILS TO BE CONSTRUCTION GRADE DOUGLAS FIR S4S 2" x 6", POSTS TO BE CONSTRUCTION GRADE REDWOOD S4S 6" x 6".

| City of Morgan Hill<br>Public Works Department | STREET BARRICADE | DRAWING NO. |
|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER<br>4/1/96<br>DATE<br>3/15/07<br>REVISED | | A-32 |




| City of Morgan Hill<br>Public Works Department | EMERGENCY ACCESS GATE | DRAWING NO.<br>A-33 |
|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER — 4/1/96 DATE — REVISED | | |




**PLAN**

**PROFILE**

**NOTES:**

1. MARKER POSTS SHALL BE USED IN UNIMPROVED EASEMENTS AND RIGHT OF WAYS TO LOCATE MANHOLES, WATER VALVES, FLUSHING INLETS, BLOWOFFS, AND OTHER FACILITIES AS REQUIRED BY THE CITY ENGINEER.
2. POSTS SHALL BE COATED WITH ONE APPLICATION OF WOOD PRIMER AND TWO COATS OF EXTERIOR ENAMEL (SEE NOTE 4 FOR COLOR).
3. FIBER-GLASS PADDLE MARKERS. (CALTRANS CLASS I FLEXIBLE POST DELINEATORS MAY BE USED IN LIEU OF WOOD POSTS)
4. COLOR TO CONFORM WITH USA LOCATE STANDARDS (GREEN FOR SEWER, BLUE FOR WATER, ETC.).
5. PORTION OF POST SET IN CONCRETE SHALL BE TREATED TO PREVENT ROTTING.

| City of Morgan Hill<br>Public Works Department | | | MARKER POSTS IN EASEMENTS | DRAWING NO.<br>A-34 |
|---|---|---|---|---|
| Jim Ashcraft<br>CITY ENGINEER | 4/1/96<br>DATE | 3/15/07<br>REVISED | | |

CITY OF MORGAN HILL

# BID OPENING LOG SHEET

**Project:** **2025 Sidewalk Repairs & Replacement Project**

**Project Manager:** **Keri Russell, Maintenance Manager**

**Date:** **April 9, 2025**

**Time:** **11:00 a.m. via Zoom meeting**

| Bidder's Name | Bid Amount |
|---|---|
| 1. BNO Builders, Inc. | $ 218,000.00 |
| 2. Cervantes Landscape Services, Inc. | $ 168,517.50 |
| 3. Coastal Paving and Excavating, Inc. | $ 248,000.00 |
| 4. Concentric Concrete Inc | $ 203,758.00 |
| 5. Duran Construction Group | $ 210,060.00 |
| 6. Estate Design and Construction | $ 160,000.00 |
| 7. FBD Vanguard Construction Inc. | $ 402,465.00 |
| 8. Golden Bay Construction Inc. | $ 412,744.00 |
| 9. J.J.R. Construction Inc. | $ 328,348.00 |
| 10. JMS Cement Contractors Inc. | $ 231,480.00 |
| 11. Penhall Company | $ 504,502.86 |
| 12. Spektren Engineering Inc | $ 169,375.00 |
| 13. Spencon Construction | $ 275,150.00 |

**Signed:** _____

**Name:** **Inga Alonzo, Administrative Analyst**

# CONTRACT

This public works contract ("Contract") is entered into by and between the City of Morgan Hill ("City") and Estate Design and Construction, Inc., a California Corporation ("Contractor") for work on the 2025 Sidewalk Repair and Replacement Project ("Project").

The parties agree as follows:

**1. Award of Contract**. In response to the Notice Inviting Informal Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on _____, 20___, (Contract Date) City authorized award of this Contract to Contractor for the amount of Contractor's bid.

**2. Contract Documents**. The Contract Documents incorporated into this Contract include and are comprised of all of the following:

**2.1** Notice Inviting Informal Bids;
**2.2** Instructions to Bidders;
**2.3** Addenda, if any;
**2.4** Bid Proposal and attachments thereto;
**2.5** Contract;
**2.6** Payment and Performance Bonds;
**2.7** General Conditions;
**2.8** Special Conditions;
**2.9** Project Drawings and Specifications;
**2.10** Change Orders, if any;
**2.11** Notice of Award;
**2.12** Notice to Proceed; and
**2.13** The following: No additional documents.

**3. Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor One Hundred Sixty Thousand Dollars ($160,000) (the "Contract Price"), for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, federal, state and local taxes, insurance, bonds, and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor will fully complete the Work for the Project within Ninety (90) days from Notice to Proceed. calendar days from the start date set forth in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of Five Hundred Dollars ($500.00) for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract. Contract Price will be reduced accordingly.

7. **Labor Code Compliance.**

   **7.1 General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.

   **7.2 Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship, and similar purposes. Copies of these prevailing rates are available online at http://www.dir.ca.gov/DLSR.

   **7.3 DIR Registration.** City will not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

8. **Workers' Compensation Certification.** Pursuant to Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

**9.** **Conflicts of Interest**. Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code Section 1090 *et seq*., or the Political Reform Act, as set forth in Government Code Section 81000 *et seq*. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

**10**. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

**11.** **Notice.** Any notice required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City:

City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
Phone: (409) 779-7259
Attn: City Clerk
Email: michelle.bigelow@morganhill.ca.gov
Copy to:keri.russell@morganhill.ca.gov

Contractor:

Name: Estate Design and Construction, Inc.
Address: 1902 Westwood Blvd. #200
City/State/Zip: Los Angeles, CA 90025
Phone: 310-810-7319
Attn: Benjamin S. Tvizer
Email: btvizer@estatednc.com
Copy to: jtadeo@estatednc.com

**12. General Provisions.**

**12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's lawful heirs, successors, and permitted assigns.

**12.2 Third Party Beneficiaries.** There are no intended third-party beneficiaries to this Contract.

**12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of Santa Clara County, and no other place.

**12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

**12.5 Integration; Severability.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.

**12.6 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two (2) officers of the corporation are required pursuant to California Corporation Code Section 313. If Contractor is a partnership, signature by a general partner with authority to bind the partnership is required. If Contractor is a limited liability company (LLC), a signature by a member or manager with authority to bind the LLC is required.

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

1**2.8 Notice of Security and/or Privacy Incident**. If Contractor, or its subcontractor, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to City PII, PHI and/or PCI, Contractor shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery or notification of the incident or potential breach, notify City of such incident or potential breach. Contractor shall, upon City’s request, investigate such incident or potential breach, inform the City of the results of any such investigation, and assist the City in

maintaining the confidentiality of such information. In addition to the foregoing, Contractor shall provide City with any assistance necessary to comply with any state and/or federal laws requiring the provision of notice of any privacy incident or security breach with respect to any City PII, PHI and/or PCI to the affected or impacted individuals and/or organizations, in addition to any notification to applicable state and federal agencies. Contractor agrees that it shall reimburse City for all expenses, costs, attorneys' fees, and resulting fines, penalties, and damages associated with such incident, breach, investigation and/or notification.

*[Signatures are on the following page.]*

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

The parties agree to this Contract as witnessed by the signatures below:

**CITY OF MORGAN HILL:**

_____
Christina J. Turner
City Manager

Date: _____

**Attest:**

_____
Michelle Bigelow
City Clerk

Date: _____

**Approved as to Form:**

_____
Donald A. Larkin
City Attorney

Date: _____

**CONTRACTOR:**
**ESTATE DESIGN AND CONSTRUCTION, INC.**

_____
Signature

BENJAMIN S. TVIZER CEO
Name/Title [print]

Date: 04/22/2025

*Corporate entities must provide a second signature:*

_____
Signature

BENJAMIN S. TVIZER CEO
Name/Title [print]

Date: 04/22/2025

1075658
Contractor's License Number(s)

09/30/2025
Expiration Date(s)

Seal:

1001158686
Contractor's DIR Registration Number(s)

06/30/2026
Expiration Date

END OF CONTRACT

# GENERAL CONDITIONS

**Table of Contents:**

Article 1 – Definitions ..... 1
Article 2 – Roles and Responsibilities ..... 5
Article 3 – Contract Documents ..... 9
Article 4 – Bonds, Indemnity and Insurance ..... 11
Article 5 – Contract Time ..... 16
Article 6 – Contract Modification ..... 21
Article 7 – General Construction Provisions ..... 24
Article 8 – Payment ..... 32
Article 9 – Labor Provisions ..... 37
Article 10 – Safety Provisions ..... 39
Article 11 – Completion and Warranty Provisions ..... 40
Article 12 – Dispute Resolution ..... 43
Article 13 – Suspension and Termination ..... 48
Article 14 – Miscellaneous Provisions ..... 50

## Article 1
## Definitions

**1.1 Definitions.** The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day,” or “working day.”

**Allowance** means a specific amount that must be included in the Bid Proposal for Work that may or may not be included in the Project, depending on conditions that will not become known until after bids are opened. If the Contract Price includes an Allowance and the cost of performing the Work covered by that Allowance is greater or less than the Allowance, the Contract Price will be increased or decreased accordingly.

**Article**, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

**Change Order** means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

**City** means the City of Morgan Hill, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

**City Engineer** means the City Engineer for the City and his or her authorized delegee(s).

**Claim** means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; a written demand by Contractor disputing a unilateral Change Order or a portion thereof; or a written demand by Contractor objecting to the amount of Final Payment.

**Contract** means the signed agreement between City and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

**Contract Documents** means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Informal Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the Notice of Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents that are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided "For Reference Only," or documents that are intended solely to provide information regarding existing conditions.

**Contract Price** means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, or equipment following submission of the Bid Proposal. The Contract Price is deemed to include all applicable federal, state, and local taxes.

**Contract Time** means the number of days specified for complete performance of the Work, as set forth in the Contract and as amended by Change Order.

**Contractor** means the individual, partnership, corporation, or joint-venture that has signed the Contract with City to perform the Work.

**Day** means a calendar day unless otherwise specified.

**Design Professional** means the licensed individual(s) or firm(s) retained by City to provide architectural, engineering, or other design professional services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

**DIR** means the California Department of Industrial Relations.

**Drawings** has the same meaning as Plans, and does not include Shop Drawings.

**Engineer** means the City Engineer for the City of Morgan Hill and his or her authorized delegee(s).

**Excusable Delay** is defined in Section 5.3(B), Excusable Delay.

**Extra Work** means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

**Final Completion** means Contractor has fully completed all of the Work required by the Contract Documents to the City's satisfaction, including all punch list items, and any required commissioning or training, and has provided the City with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

**Final Payment** means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

**Furnish** means to purchase and deliver for the Project.

**Government Code Claim** means a claim submitted pursuant to California Government Code Section 900 et seq.

**Hazardous Materials** means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

**Including**, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

**Inspector** means the individual(s) or firm(s) retained or employed by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

**Install** means to fix in place for materials, and to fix in place and connect for equipment.

**Laws** means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements.

**Non-Excusable Delay** is defined in Section 5.3(D), Non-Excusable Delay.

**Plans** means the City-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

**Project** means the public works project referenced in the Contract.

**Project Manager** means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

**Recoverable Costs** is defined in Section 5.3(F), Recoverable Costs.

**Request for Information or RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to City in the manner and format specified by City.

**Section**, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

**Shop Drawings** means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

**Specialty Work** means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

**Specifications** means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

**Subcontractor** means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors, suppliers, fabricators, and equipment lessors of all tiers, unless otherwise

indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

**Technical Specifications** has the same meaning as Specifications.

**Work** means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

**Work Day or Working Day**, whether or not capitalized, means a weekday when the City is open for business, and does not include holidays observed by City.

**Worksite** means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

## Article 2
## Roles and Responsibilities

### 2.1 City.

(A) ***City Council.*** The City Council has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.

(B) ***Engineer.*** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.

(C) ***Project Manager.*** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as City's representative, for daily administration of the Project on behalf of City. Unless otherwise specified, all of Contractor's communications to City (in any form) will go to or through the Project Manager. City reserves the right to reassign the Project Manager role at any time or to delegate duties to additional City representatives, without prior notice to or consent of Contractor.

(D) ***Design Professional.*** The Design Professional is responsible for the overall design of the Project, and to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional's duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

### 2.2 Contractor.

(A) ***General.*** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of City, and with minimal inconvenience to the public.

(B) ***Responsibility for the Work and Risk of Loss.*** Contractor is responsible for supervising and directing all aspects of the Work to facilitate

the efficient and timely completion of the Work. Contractor is solely responsible for, and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by City or specified in the Contract Documents. From the date of commencement of the Work until either the date on which City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft, subject to the limitations of Laws, including Public Contract Code section 7105.

(C) ***Project Administration.*** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) ***On-Site Superintendent.*** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City, and assistants, as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the superintendent's communications to City. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) ***Standards.*** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents, Laws, and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its

knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) ***Meetings.*** Contractor, its project manager, superintendent, and any primary Subcontractors requested by City, must attend a pre-construction conference, if requested by City, as well as weekly Project progress meetings scheduled with City. If applicable, Contractor may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by City, other contractors, or other utility owners.

(G) ***Construction Records.*** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the City, Contractor will permit review of and/or provide copies of any of these construction records.

(H) ***Responsible Party.*** Contractor is solely responsible to City for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials, or services for or on behalf of Contractor or the Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee, Subcontractor, or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(I) ***Correction of Defects.*** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts, or equipment. Workmanship, materials, parts, or equipment that do not conform to the requirements under the Contract Documents, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established

by City, and any Extra Work performed without City's prior written approval. If Contractor fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from City, or within the time specified in City's notice to correct, City may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If City elects to correct defective Work due to Contractor's failure or refusal to do so, City or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on City property, in order to effectuate the correction, at no extra cost to City. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by City's actions to correct defective Work under these circumstances. Alternatively, City may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

(J) ***Contractor's Records.*** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records and records relating to preparation of Contractor's bid, including estimates, take-offs, and price quotes or bids.

(1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's records relating to the Project or to investigate Contractor's plant or equipment during Contractor's normal business hours. Contractor's records may also be subject to

examination and audit by the California State Auditor, pursuant to Government Code Section 8546.7. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

(K) ***Copies of Project Documents.*** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to City for reference at all times during construction of the Project.

## 2.3 Subcontractors.

(A) ***General.*** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the Subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequately trained workforce. Each Subcontractor must obtain a City business license before performing any Work.

(B) ***Contractual Obligations.*** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor will provide that the rights that each Subcontractor may have against any manufacturer or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to City. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor. Copies of subcontracts must be available to the Engineer upon request. Before a Subcontractor commences Work on the Project, Contractor must provide the Engineer a written statement with the name of the Subcontractor, a description of each portion of the Work performed by the Subcontractor, and the percentage of the overall Work to be performed by the Subcontractor.

(C) ***Termination.*** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, but only if and to the extent that City accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) ***Substitution of Subcontractor.*** If Contractor requests substitution of a listed Subcontractor under Public Contract Code Section 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If City determines that a Subcontractor is unacceptable to City based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code Section 4107(a), City may request removal of the Subcontractor from the Project. Upon receipt of a written request from City to remove a Subcontractor pursuant to this paragraph, Contractor will immediately remove the Subcontractor from the Project and, at no further cost to City, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to City, in compliance with Public Contract Code Section 4107, as applicable.

## 2.4 Coordination of Work.

(A) ***Concurrent Work.*** City reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by City. To the full extent permitted by law, Contractor must hold harmless and indemnify City against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.

(B) ***Coordination.*** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify City if work performed by others, including work or activities performed by City's own forces, is operating to hinder, delay, or interfere

with Contractor's timely performance of the Work. City reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

**2.5 Submittals.** Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, Shop Drawings, samples, product data and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Engineer may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed.

(A) ***General.*** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) ***Time and Manner of Submission.*** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current City-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) ***Required Contents.*** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) ***Required Corrections.*** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

(E) ***Effect of Review and Acceptance.*** Review and acceptance of a submittal by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by City is not an assumption of risk or liability by City.

(F) ***Enforcement.*** Any Work performed or any material furnished, installed, fabricated, or used without City's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing

and replacing such Work or material, repairs to other affected portions of the Work or material, and the cost of additional time or services required of City, including costs for the Design Professional, Project Manager, or Inspector.

(G) **Excessive RFIs.** An RFI will be considered excessive or unnecessary if the City determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. City's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

**2.6 Shop Drawings.** When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by City, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If City requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by City does not relieve Contractor of Contractor's responsibility.

**2.7 Access to Work.** Contractor must afford prompt and safe access to any Worksite by City and its employees, agents, or consultants authorized by City; and upon request by City, Contractor must promptly arrange for City representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.

**2.8 Personnel.** Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be re-employed or permitted on the Project in any capacity without City's prior written consent.

## Article 3 - Contract Documents

### 3.1 Interpretation of Contract Documents.

(A) ***Plans and Specifications.*** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the Plan(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusions.

(B) ***Duty to Notify and Seek Direction.*** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The RFI must notify the City of the issue and request clarification, interpretation, or direction. The Engineer's clarification, interpretation, or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that City's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Articles 5 and 6.)

(C) ***Figures and Dimensions.*** Figures control over scaled dimensions.

(D) ***Technical or Trade Terms.*** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) ***Measurements.*** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work, and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

(F) ***Compliance with Laws.*** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws.

**3.2 Order of Precedence.** Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

(A) Change Orders;
(B) Addenda;
(C) Contract;
(D) Notice to Proceed;
(E) Attachment B- Federal Contract Requirements (only if used);
(F) Special Conditions;
(G) General Conditions;
(H) Payment and Performance Bonds;
(I) Specifications;
(J) Plans;
(K) Notice of Award
(L) Notice Inviting Bids;
(M) Attachment A – Federal Bidding Requirements (only if used);
(N) Instructions to Bidders;
(O) Contractor's Bid Proposal and attachments;
(P) The City's standard specifications, as applicable; and
(Q) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as Caltrans Standard Specifications or Caltrans Special Provisions.

**3.3 Caltrans Standard Specifications.** Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State

Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications or Special Provisions:

(A) ***Limitations.*** None of the "General Provisions" of the Caltrans Standard Specifications, i.e., sections 1 through 9, applies to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) ***Conflicts or Inconsistencies.*** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) ***Meanings.*** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

(1) Any reference to the "Engineer" is deemed to mean the City Engineer.

(2) Any reference to the "Special Provisions" is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.

(3) Any reference to the "Department" or "State" is deemed to mean City.

**3.4 For Reference Only.** Contractor is responsible for the careful review of any document, study, or report provided by the City or appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

**3.5 Current Versions.** Unless otherwise specified by City, any reference to standard specifications, technical specifications, or any City or state codes or

regulations means the latest specification, code or regulation in effect on the date the Contract is signed.

**3.6 Conformed Copies.** If City prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor's responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor's sole expense.

**3.7 Ownership.** No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

## Article 4
## Bonds, Indemnity, and Insurance

**4.1 Payment and Performance Bonds.** Within ten days following issuance of the Notice of Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.

***(A) Surety.*** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.

***(B) Supplemental Bonds for Increase in Contract Price.*** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

**4.2 Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants, and Design Professional (individually, an "Indemnitee," and collectively the "Indemnitees") from and

against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of this Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code Section 9201. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

**4.3 Insurance.** No later than ten days following issuance of the Notice of Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract through the date of City's acceptance of the Project. **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.** If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. **Contractor further understands that City reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to Contractor, at any time as deemed necessary to protect the interests of City.** The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

(A) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by City. If the City's Risk Manager determines that the deductibles and/or self-insured retentions are unacceptably high, at City's option, Contractor must either

reduce or eliminate the deductibles and/or self-insured retentions as they apply to City and all required Additional Insured; or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(B) **Policies and Limits.** The following insurance policies and limits are required for this Contract unless otherwise specified in the Special Conditions:

(1) **Commercial 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.

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

b. CGL policy must include contractor's protected coverage, blanket contractual, and completed operations.

(2) **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.

(3) **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.

(4) **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.

(5) **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.

(6) **Professional Liability**:

a. 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.

b. If the performance of Contractor's work or service under this Contract relates to Information Technology or related services (examples include, but are not limited to computer programmers, hardware engineers, or other systems consultants), Contractor shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) One Million Dollars ($1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

(C) **Required Endorsements.** Contractor must provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

(1) For all Policies except Builder's Risk and Professional Liability:

a. "Waiver of Subrogation" endorsements providing that the carrier agrees to waive any right of subrogation it may have against the City of Morgan Hill and the City's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

(2) General Liability, Automobile, and Pollution Liability:

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

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

(3) General Liability:

a. “Separation of Insureds” endorsements stating that the inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(D) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder’s risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the City’s Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor’s insurance obligations.

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

(F) **Certificates**. Contractor must 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, Contractor shall promptly furnish City of Morgan Hill with copies of all policies outlined herein. Each certificate must state that coverage afforded by the policy subject to Contractor’s Contract with City shall not be reduced, canceled, allowed to expire, or materially changed except after 30 days' advance written notice by the insurer to City, unless due to non-payment of premiums, in which case ten days advance 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 as follows:

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

(G) ***Contractor's Responsibilities.*** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.

## Article 5
## Contract Time

**5.1 Time is of the Essence.** Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) ***General.*** Contractor must commence the Work on the date indicated in the Notice to Proceed, and must fully complete the Work, in strict compliance with all requirements of the Contract Documents, and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed

(B) ***Authorization***. Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) ***Rate of Progress.*** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor's default.

**5.2 Schedule Requirements.** Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the City, and must provide the schedules in electronic and paper form as requested by the City. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) Baseline (As-Planned) Schedule. Within ten calendar days following City's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to City for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials, and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

(1) Specialized Materials Ordering. Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase order date(s).

(B) City's Review of Schedules. City will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. City's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Project within the Contract Time, nor to waive or limit City's right to assess liquidated damages for Contractor's unexcused failure to do so.

(C) Progress Schedules. After City accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by City, for review and acceptance with each application for a progress payment, or

when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to City of any changes in the projected material or equipment delivery dates for the Project.

(1) Float. The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the “float.” Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) Failure to Submit Schedule. Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which City has noted exceptions that are not corrected, City may withhold up to five percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and City has accepted the schedule. In addition, Contractor’s failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance, subject only to the limits of Public Contract Code Section 7102.

(D) Recovery Schedule. If City determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) Effect of Acceptance. Contractor and its Subcontractors must perform the Work in accordance with the most current City-accepted schedule unless otherwise directed by City. City’s acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect City’s right to assess liquidated damages for Contractor’s unexcused delay in completing the Work within the Contract Time.

(F) Posting. Contractor must at all times prominently post a copy of the most current City-accepted progress or recovery schedule in its on-site office.

(G) Reservation of Rights. City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, or to facilitate City's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) Authorized Working Days and Times. Contractor is limited to working Monday through Friday, excluding holidays, during City's normal business hours, except as provided in the Special Conditions or as authorized in writing by City. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

**5.3 Delay and Extensions of Contract Time.**

(A) Notice of Delay. If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

(B) Excusable Delay. The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, or diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(C) Weather Delays. A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to

perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

(1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.

(2) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(3) Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) Non-Excusable Delay. Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight, or diligence is “Non-Excusable Delay.” Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

(1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;

(2) Contractor’s failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;

(3) Contractor’s failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;

(4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;

(5) Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;

(6) performance or non-performance by Contractor's Subcontractors or suppliers;

(7) the time required to respond to excessive RFIs (see Section 2.5(G));

(8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;

(9) time required for repair of, re-testing, or re-inspection of defective Work;

(10) enforcement of Laws by City, or outside agencies with jurisdiction over the Work; or

(11) City's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(E) Compensable Delay. Pursuant to Public Contract Code Section 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to Weather Delay Days in excess of normal for a given month, as set forth in Section 5.3(C), is not Compensable Delay, and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

(F) Recoverable Costs. Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and

substantiated costs (“Recoverable Costs”) for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by City. Recoverable Costs will not include home office overhead or lost profit.

(G) Request for Extension of Contract Time or Recoverable Costs. A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within 14 calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

(1) Required Contents. The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor’s plan for continued mitigation of the delay or its effects.

(2) Delay Days and Costs. The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) Supporting Documentation. The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.

(4) Burden of Proof. Contractor has the burden of proving that: the delay was an Excusable Delay or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) Legal Compliance. Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code Section 7102.

(6) No Waiver. Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.

(7) Dispute Resolution. In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

**5.4 Liquidated Damages.** It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code section 7203, if Contractor fails to achieve Final Completion within the Contract Time due to Contractor's Non-Excusable Delay, City will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty. Any waiver of

accrued liquidated damages, in whole or in part, is subject to approval of the City Council or its authorized delegee.

(A) ***Liquidated Damages.*** Liquidated damages will not be assessed for any Excusable Delay or Compensable Delay, as set forth above.

(B) ***Milestones.*** Liquidated damages will also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) ***Setoff.*** City is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

(D) ***Occupancy or Use.*** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project and will not operate as a waiver of City's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) ***Other Remedies.*** City's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Contractor.

## Article 6
## Contract Modification

**6.1 Contract Modification.** Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a "no-cost" Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor's warranty obligations pursuant to Article 11 or any obligations of Contractor's bond sureties.

(A) ***City-Directed Changes.*** City may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set

forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from "value engineering" pursuant to Public Contract Code Section 7101, except to the extent authorized in advance by City in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

(B) ***Disputes.*** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. If Contractor refuses to perform the Work in dispute, City may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, City may elect to terminate the Contract for convenience or for cause. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(C) ***Extra Work.*** City may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must promptly notify the Engineer in writing, specifically identifying the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of

the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs ("Extra Work Report"). The Engineer will make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. When an Extra Work Report(s) is agreed on and signed by both City and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(D) ***Minor Changes and RFIs.*** Minor field changes, including RFI replies from City, that do not affect the Contract Price or Contract Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from City, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

(E) ***Remedy for Non-Compliance.*** Contractor's failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

**6.2 Contractor Change Order Requests.** Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) ***Time for Submission.*** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within 14 calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) ***Required Contents.*** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) ***Required Documentation.*** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit City to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) ***Required Form.*** Contractor must use City's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by City.

(E) ***Certification.*** All Change Order requests must be signed by Contractor and must include the following certification:

> "The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived."

**6.3 Adjustments to Contract Price.** The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to City-authorized time and material Work, and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the City's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

(A) ***Unit Pricing.*** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit

prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) ***Lump Sum.*** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) ***Time and Materials.*** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by City in advance of Contractor's performance of the Work and subject to any not-to-exceed limit. Time and materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work) will include allowed markup for overhead, profit, and other indirect costs, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 15%:

(1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;

(2) All direct material costs provided by the Contractor, including sales tax, plus 15% markup;

(3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;

(4) All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and

(5) Increased bond or insurance premium costs computed at 1.5% of the total of the previous four sums.

**6.4 Unilateral Change Order.** If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that the City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

**6.5 Non-Compliance Deemed Waiver.** Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

## Article 7
## General Construction Provisions

### 7.1 Permits, Fees, Business License, and Taxes.

(A) ***Permits, Fees, and City Business License.*** Contractor must obtain and pay for all permits, fees, and licenses required to perform the Work, including a City business license. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all records of permits and permit applications, payment of required fees, and any licenses required for the Work.

(B) ***Taxes.*** Contractor must pay for all taxes on labor, material, and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

**7.2 Temporary Facilities.** Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by the City prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Contractor must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

(A) ***Utilities.*** Contractor must install and maintain the power, water, sewer, and all other utilities required for the Project site, including the piping, wiring, internet and wifi connections, and any related equipment necessary to maintain the temporary facilities.

(B) ***Removal and Repair.*** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

**7.3 Noninterference and Site Management.** Contractor must avoid interfering with City's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) ***Offsite Acquisition.*** Unless otherwise provided by City, Contractor must acquire, use, and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

(B) ***Offsite Staging Area and Field Office*****.** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space. Before using or occupying any property owned by a third party, Contractor must provide City with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding City harmless from any related liability, in a form acceptable to the City Attorney.

(C) ***Traffic Management.*** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, or pedestrian traffic.

**7.4 Signs.** No signs may be displayed on or about City's property, except signage which is required by Laws or by the Contract Documents, without City's prior written approval as to size, design, and location.

**7.5 Project Site and Nearby Property Protections.**

(A) ***General.*** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the City has accepted the Project, excluding any exceptions to acceptance, if any.

Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, City's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for City, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

(1) Subject to City's approval, Contractor will provide and install safeguards to protect the Work; any Worksite, including the Project site; City's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.

(2) City wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify City and establish a plan, subject to City's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

(3) Contractor must remove with due care, and store at City's request, any objects or material from the Project site that City will salvage or reuse at another location.

(4) If directed by Engineer, Contractor must promptly repair or replace any property damage, as specified by the Engineer. However, acting in its sole discretion, City may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(5) Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.

(B) ***Securing Project Site.*** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless City approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from City.

(C) ***Unforeseen Conditions.*** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify the City and promptly submit a Request for Information to obtain further directions from the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(D) ***Support; Adjacent Properties.*** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to City's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) ***Notification of Property Damage.*** Contractor must immediately notify the City of damage to any real or personal property resulting from Work on the Project. Contractor must immediately provide a written report to City of any such property damage in excess of $500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with another government agency, Contractor will provide a copy of the report to City.

## 7.6 Materials and Equipment.

(A) ***General.*** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and

storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) ***City-Provided.*** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify City of any defects discovered in City-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) ***Intellectual Property Rights.*** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices, or processes that are incorporated into the Work. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights.

## 7.7 Substitutions.

(A) ***"Or Equal."*** Any Specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item or service that is used solely for the purpose of describing the type of item or service desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item or service in every aspect of design, function, and quality, as determined by City, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

(B) ***Request for Substitution.*** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for

approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

(C) ***Substantiation.*** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) ***Burden of Proving Equality.*** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. City has sole discretion to determine whether a proposed substitution is equal, and City's determination is final.

(E) ***Approval or Rejection.*** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City.

(F) ***Contractor's Obligations.*** City's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

## 7.8 Testing and Inspection.

(A) ***General.*** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City at all times and at all locations during construction and/or fabrication, including at any Worksite, shops, and yards. All manufacturers' application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. Neither City's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.

(B) ***Scheduling and Notification.*** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor's expense, and schedule all tests

required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than noon of the Working Day before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

(C) ***Responsibility for Costs.*** City will bear the initial cost of inspection and testing to be performed by independent consultants retained by City, subject to the following exceptions:

(1) Contractor will be responsible for the costs of any subsequent inspections or tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

(2) Contractor will be responsible for inspection costs, at City's hourly rates, for inspection time lost because the Work is not ready, or Contractor fails to appear for a scheduled inspection.

(3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.

(4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.

(5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) ***Contractor's Obligations.*** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection or testing of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work

done without the inspection(s) or testing required by the Contract Documents will be subject to rejection by City.

(E) ***Distant Locations.*** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) ***Final Inspection.*** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

**7.9 Project Site Conditions and Maintenance.** Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided, and properly maintained and serviced for all workers on the Project site, located in a suitably secluded area, subject to City's prior approval. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) ***Air Emissions Control*.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws. Contractor must comply with all Laws, including the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.).

(B) ***Dust and Debris*.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use the minimum necessary. Contractor must take all necessary steps to keep waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If City determines that the dust control is not adequate, City may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.

(C) ***Clean up.*** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City, will be Contractor's property.

(2) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(D) ***Disposal.*** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

(E) ***Completion.*** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, landscaping, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Contractor must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by City.

(F) ***Non-Compliance.*** If Contractor fails to comply with its maintenance and cleanup obligations or any City clean up order, City may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice

and deduct the cost from any amounts due or to become due to Contractor.

**7.10 Instructions and Manuals.** Contractor must provide to City three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.

(A) ***Submittal Requirements.*** The instructions and manuals, along with any required guarantees, must be delivered to City for review prior to requesting final inspection pursuant to Section 11.1(A), unless otherwise specified.

(B) ***Training.*** Contractor or its Subcontractors must train City's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

**7.11 As-built Drawings.** Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

(A) ***Duty to Update.*** The as-built drawings must be updated as changes occur, on a daily basis if necessary. City may withhold the estimated cost for City to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) ***Final Completion.*** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and acceptance as a condition precedent to Final Completion and Final Payment.

**7.12 Existing Utilities.**

(A) ***General.*** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.

(B) ***Unidentified Utilities.*** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City's failure to provide for removal or relocation of the utility facilities.

**7.13 Notice of Excavation.** Contractor must comply with all applicable requirements in Government Code § 4216 et seq., which are incorporated by reference herein.

**7.14 Trenching and Excavations of Four Feet or More.** As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

(A) ***Duty to Notify.*** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

(1) Material that Contractor believes may be a hazardous waste, as defined in § 25117 of the Health and Safety Code, that is

required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing Laws;

(2) Subsurface or latent physical conditions at the Project site differing from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Project site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) ***City Investigation.*** City will promptly investigate the conditions and if City finds that the conditions materially differ from those indicated, apparent, or reasonably inferred from information about the Project site made available to bidders, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) ***Disputes.*** In the event that a dispute arises between City and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by City, Contractor will not be excused from completing the Work within the Contract Time, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Contractor and City.

**7.15 Trenching of Five Feet or More.** As required by Labor Code § 6705, if the Contract Price exceeds $25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

**7.16 New Utility Connections.** Except as otherwise specified, City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider

so that connections and services are initiated in accordance with the Project schedule.

**7.17 Lines and Grades.** Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

**7.18 Historic or Archeological Items**.

(A) ***Contractor's Obligations.*** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

(B) ***Discovery; Cessation of Work.*** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At City's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

**7.19 Environmental Control.** Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into City's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

(A) ***Stormwater Permit.*** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) ***Contractor's Obligations.*** If required for the Work, a copy of the Stormwater Permit is on file in City's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws governing discharge of stormwater, including applicable municipal stormwater management programs.

**7.20 Noise Control.** Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.

**7.21 Mined Materials.** Pursuant to Public Contract Code § 20676, Contractor will not purchase any sand, gravel, or other minerals for the Work from an operation subject to the Surface Mining and Reclamation Act of 1975 (Public Resources Code § 2710 et seq.) unless the Contractor certifies, under penalty of perjury, that the minerals are from a mining operation included on the AB 3098 List, which may be accessed online at: https://www.conservation.ca.gov/smgb/Pages/AB-3098-List.aspx.

## Article 8
## Payment

**8.1 Schedule of Values.** Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

(A) ***Measurements for Unit Price Work.*** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.

(B) ***Deleted or Reduced Work.*** Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material, or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

**8.2 Progress Payments.** Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) ***Application for Payment.*** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each payment application must be supported by the unit prices submitted with Contractor's Bid Schedule and/or schedule of values and any other substantiating data required by the Contract Documents.
**Each application for payment shall be accompanied by completed "Contract Balance Form," a copy of which is provided at the end of Article 8.**

(B) ***Payment of Undisputed Amounts.*** City will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may deduct or withhold additional amounts as set forth in Section 8.3, below.

**8.3 Adjustment of Payment Application.** City may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch

list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, City may deduct an amount based on the estimated cost to repair or replace.

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(E) For any unreleased stop notice, City may withhold 125% of the amount claimed.

(F) For Contractor's failure to submit any required schedule or schedule update in the manner specified or within the time specified in the Contract Documents, City may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.

(G) For Contractor's failure to maintain or submit as-built documents in the manner specified or within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's cost to prepare the as-builts.

(H) For Work performed without Shop Drawings that have been accepted by City, when accepted Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

(I) For fines, payments, or penalties assessed under the Labor Code, City may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

(J) For any other fines, payments, or penalties assessed against the City relating to Contractor's acts or omissions, including violations of Laws, City may withhold or deduct such amounts from payment otherwise due to Contractor.

(K) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, City may withhold or deduct such amounts from payment otherwise due to Contractor.

**8.4 Early Occupancy.** Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

**8.5 Retention.** City will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work. Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following City's recordation of the Notice of Completion, subject to the terms of Public Contract Code Section 7107.

(A) ***Substitution of Securities.*** As provided by Public Contract Code Section 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code Section 22300 and will be subject to approval as to form by City's legal counsel. If City exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (g) of Public Contract Code Section 22300 ("Escrow Agreement"), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes City's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or backcharges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

(B) ***Release of Undisputed Retention.*** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld pursuant to Section 8.3, Adjustment of

Payment Application, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City's governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code Section 7107(c).

**8.6 Payment to Subcontractors and Suppliers.** Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) ***Withholding for Stop Notice.*** Pursuant to Civil Code Section 9358, City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) ***Joint Checks.*** City reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if City determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the City Attorney's Office. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

**8.7 Final Payment.** Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, City reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written

notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.

**8.8 Release of Claims.** City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code Section 7100. Any disputed amounts may be specifically excluded from the release.

**8.9 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

## CONTRACT BALANCE FORM

### Project Name: 2025 Sidewalk Repair and Replacement Project

*Note: A detailed invoice MUST be attached to this Contract Balance Form.*

---

CONTRACTOR NAME: _____ DATE: _____

MAILING ADDRESS: _____ TELEPHONE NO.: _____

_____ FAX NO.: _____

_____ PROJECT NO.: _____

INVOICE NO.: _____

---

1. ORIGINAL CONTRACT AMOUNT: $_____

2. APPROVED CHANGE ORDERS TOTAL: $_____

3. REVISED CONTRACT AMOUNT: (1+2) $_____

4. PREVIOUS BALANCE PAID: $_____

5. REMAINING BALANCE: (3-4) $_____

6. CURRENT PROGRESS PAYMENT DUE: $_____
   *(before retention)*

7. 5% RETENTION FROM WORK DONE: (-)$_____

8. CURRENT BALANCE DUE: (6-7) $_____

9. REMAINING BALANCE OF REVISED CONTRACT AMOUNT: (5-8) $_____
   *(including retention)*

## Article 9
## Labor Provisions

**9.1 Discrimination Prohibited**. Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination including the California Fair Employment and Housing Act (Government Code Section 12900 et seq.), Government Code Section 11135, and Labor Code Sections 1735, 1777.5, 1777.6, and 3077.5.

**9.2 Labor Code Requirements.**

(A) ***Eight Hour Day.*** Pursuant to Labor Code Section 1810, eight hours of labor constitute a legal day's work under this Contract.

(B) ***Penalty.*** Pursuant to Labor Code Section 1813, Contractor will forfeit to City as a penalty, the sum of $25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code Section 1815.

(C) ***Apprentices.*** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code Section 1777.5, which is fully incorporated by reference.

(D) ***Notices.*** Pursuant to Labor Code Section 1771.4, Contractor is required to post all job site notices prescribed by Laws.

**9.3 Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code Sections 1720, 1720.3, or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at http://www.dir.ca.gov/dlsr. Contractor must post a copy of the applicable prevailing rates at the Worksite.

(A) ***Penalties.*** Pursuant to Labor Code Section 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to $200.00 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) ***Federal Requirements.*** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

**9.4 Payroll Records.** Contractor must comply with the provisions of Labor Code Sections 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

(A) ***Contractor and Subcontractor Obligations***. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct; and

(2) Contractor or Subcontractor has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) ***Certified Record.*** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) ***Enforcement.*** Upon notice of noncompliance with Labor Code Section 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion of a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

**9.5 Labor Compliance.** Pursuant to Labor Code section 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

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

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

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

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or an subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. The City reserves the right to require Contractor to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

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

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

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

## Article 10
## Safety Provisions

**10.1 Safety Precautions and Programs.** Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.

(A) ***Reporting Requirements.*** Contractor must immediately notify the City of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to City of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.

(B) ***Legal Compliance.*** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by Laws.

(C) ***Contractor's Obligations.*** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) ***Remedies.*** If City determines, in its sole discretion, that any part of the Work or Worksite is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

**10.2 Hazardous Materials.** Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Worksite that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

**10.3 Material Safety.** Contractor is solely responsible for complying with Section 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Worksite, as required by Law, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and City.

(A) ***Contractor Obligations.*** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Worksite and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely

(B) ***Labeling.*** Contractor must ensure proper labeling on any material brought onto the Worksite so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

**10.4 Hazardous Condition.** Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.

**10.5 Emergencies.** In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the City if, under the circumstances, there is inadequate time to seek prior authorization from the City.

## Article 11
## Completion and Warranty Provisions

### 11.1 Final Completion.

(A) ***Final Inspection and Punch List.*** When the Work required by this Contract is fully performed, Contractor must provide written notification to the City requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for the Project and its superintendent. Based on that inspection, City will prepare a punch list of items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the City or by a third party retained by the City due to Contractor's failure to timely complete any such outstanding item.

(B) ***Requirements for Final Completion.*** Final Completion will be achieved upon completion or correction of all punch list items, as verified by City's further inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents, and submission of all final submittals, including instructions

and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to City's satisfaction.

(C) ***Acceptance.*** The Project will be considered accepted upon City Council action during a public meeting to accept the Project, unless the Engineer is authorized to accept the Project, in which case the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) ***Final Payment and Release of Retention.*** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, City may withhold up to one hundred fifty percent 150% of City's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

## 11.2 Warranty.

(A) ***General.*** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) ***Warranty Period.*** Contractor's warranty must guarantee its Work for a period of one year from the project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) ***Warranty Documents.*** As a condition precedent to Final Completion, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) ***Subcontractors.*** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor expressly agrees to be co-guarantor of such Work.

(E) ***Contractor's Obligations.*** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to City's satisfaction.

(F) ***City's Remedies.*** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by City, or sooner, if required by the circumstances, City may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse City for its costs in accordance with subsection (H) below.

(G) ***Emergency Repairs.*** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse City for its costs in accordance with subsection (H), below.

(H) ***Reimbursement.*** Contractor must reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City's submission of a demand for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein in addition to any and all costs incurred by City to correct the defective Work.

**11.3 Use Prior to Final Completion.** City reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project or portion of it is in a

condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion. City will notify Contractor in writing of its intent to occupy or make use of the Project or any portions of the Project, pursuant to this provision.

(A) ***Non-Waiver.*** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) ***City's Responsibility.*** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract time.

**11.4 Substantial Completion.** For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to recordation of the Notice of Completion, except for warranty work performed under this Article.

## Article 12
## Dispute Resolution

**12.1 Claims.** This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) ***Limitations.*** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(B) ***Scope of Article.*** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount, and applies in addition to the provisions of Public Contract Code Section 9204 and Sections 20104, *et seq.*, which are incorporated herein by this reference.

(C) ***No Work Delay.*** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to a Claim or other dispute.

(D) ***Informal Resolution.*** Contractor will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and City.

**12.2 Claims Submission.** The following requirements apply to any Claim subject to this Article:

(A) ***Substantiation.*** The Claim must be submitted to City in writing by registered or certified mail with return receipt requested and clearly identified as a "Claim" submitted pursuant to this Article 12. The Claim must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of the relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts. Contractor understands that submission of a Claim which has no basis in fact or which Contractor knows to be false may violate the False Claims Act (Government Code Section 12650 et seq.).

(B) ***Claim Format and Content.*** A Claim must be submitted in the following format:

(1) Provide a cover letter, specifically identifying the submission as a "Claim" submitted under this Article 12, and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

(2) Provide a summary of each Claim, including underlying facts and the basis for entitlement and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of City's rejection of that demand, in whole or in part.

(3) Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim and include the following for each separate issue or Claim:

(a) A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;

(b) Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);

(c) A chronology of relevant events; and

(d) Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

(C) ***Submission Deadlines.***

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 21 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 21 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment, or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 21 days of the effective date of Final Payment, under Section 8.7, above.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.

**12.3 City's Response.** City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45 day period is extended by mutual agreement of City and Contractor, or as otherwise allowed under Public Contract Code Section 9204. However, if City determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, City may first request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim.

(A) ***Additional Information.*** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor. If Contractor's Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) ***Non-Waiver.*** Any failure by City to respond within the times specified above will not be construed as acceptance of the Claim in whole or in part, or as a waiver of any provision of these Contract Documents.

**12.4 Meet and Confer.** If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City's response or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing sent by registered or certified mail, return receipt requested and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to notify City of the dispute and demand an informal conference to meet and confer in writing within the specified time, Contractor's Claim will be deemed waived.

(A) ***Schedule Meet and Confer.*** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) ***Location for Meet and Confer.*** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) ***Written Statement After Meet and Confer.*** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) ***Submission to Mediation.*** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the claim that will be submitted for mediation as set forth below.

**12.5 Mediation and Government Code Claims.**

(A) ***Mediation.*** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code § 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and

mediation fees equally, but each party is otherwise solely and separately responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

(B) ***Government Code Claims***.

(1) Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

**12.6 Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

**12.7 Arbitration.** It is expressly agreed, under Code of Civil Procedure Section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

**12.8 Burden of Proof and Limitations.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The City will not be directly liable to any Subcontractor or supplier.

**12.9 Legal Proceedings.** In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the City's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the City reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.

**12.10 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

## Article 13
## Suspension and Termination

**13.1 Suspension for Cause.** In addition to all other remedies available to City, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, City may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to City's satisfaction.

(A) ***Notice of Suspension***. Upon receipt of City's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.

(B) ***Resumption of Work***. Upon receipt of the City's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.

(C) ***Failure to Comply***. Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(D) ***No Duty to Suspend.*** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

**13.2 Suspension for Convenience.** City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

**13.3 Termination for Default.** City may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) ***Default***. Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity;

unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

(B) ***Notice of Default and Opportunity to Cure***. Upon City's declaration that Contractor is in default due to a material breach of the Contract Documents, if City determines that the default is curable, City will afford Contractor the opportunity to cure the default within ten days of City's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.

(C) ***Termination***. If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, City may issue written notice to Contractor and its performance bond surety of City's termination of the Contract for default.

(D) ***Waiver***. Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination, where "additional cost" means all cost in excess of the cost City would have incurred if Contractor had timely completed Work without the default and termination. In addition, City will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on City property for the purposes of completing the remaining Work.

(E) ***Compensation***. Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to City of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to City's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by City, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of the total compensation to be paid by City.

(F) ***Wrongful Termination***. If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

**13.4 Termination for Convenience.** City reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

(A) Compensation to Contractor. In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) Completed Work. The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) Demobilization. Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

(3) Termination Markup. Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.

(B) Disputes. If Contractor disputes the amount of compensation determined by City pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of total compensation to be paid by City.

**13.5 Actions Upon Termination for Default or Convenience**. The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) ***General***. Upon termination, City may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor will transfer title to and deliver all completed Work and all Work in progress to City.

(B) ***Submittals***. Unless otherwise specified in the notice of termination, Contractor must immediately submit to City all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) ***Close Out Requirements***. Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

(1) Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with City's instructions for cessation of labor and securing the Project and any other Worksite(s).

(2) Comply with City's instructions to protect the completed Work and materials, using best efforts to minimize further costs.

(3) Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

(4) As directed in the notice, Contractor must assign to City or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to City's approval.

(5) As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to City.

(D) ***Payment Upon Termination***. Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor

will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

(E) ***Continuing Obligations***. Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

## Article 14
## Miscellaneous Provisions

**14.1 Assignment of Unfair Business Practice Claims.** Under Public Contract Code Section 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.

**14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.

**14.3 Waiver.** City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by the City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or

not similar, nor will any waiver constitute a continuing waiver unless specified in writing by the City.

**14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.

**14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.

**14.6 Survival.** The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6 of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

## SPECIAL CONDITIONS

1.__ **Emergency Contact.** Prior to the commencement of Work on the Project, Contractor must provide contact information to the Engineer for the person designated by Contractor to respond to any emergency that arises on the Worksite during the course of the Project. That person will be responsible for responding to the Worksite within thirty (30) minutes following notification of an emergency by City's Police or Fire Department, regardless of the time of day.

END OF SPECIAL CONDITIONS

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Nolen Ugalde, Assistant Engineer
APPROVED BY: City Manager

## AWARD 2025 PAVEMENT REHABILITATION PROJECT TO JV LUCAS PAVING

### RECOMMENDATION(S)

1. Approve 2025 Pavement Rehabilitation plans and specifications;
2. Award contract to JV Lucas Paving for the 2025 Pavement Rehabilitation Project in the amount of $2,010,148;
3. Authorize the expenditure of construction contingency not to exceed $301,522; and
4. Authorize the City Manager to execute and administer the construction contract with JV Lucas Paving.

### COUNCIL PRIORITIES, GOALS & STRATEGIES

**City Council Ongoing Priorities**
Enhancing Public Safety
Maintaining and Enhancing Infrastructure

**2024-2025 Strategic Priorities**
Fiscal Sustainability

**Guiding Documents**
Bikeways, Trails, and Recreation Master Plan

### REPORT NARRATIVE:

The City conducts annual pavement rehabilitation projects to improve the overall pavement conditions within the City. Upon review of the Pavement Rehabilitation List in July 2024 for the 2025 Pavement Rehabilitation Project, adjustments were made to the proposed pavement rehabilitation treatment list during the design phase of the project. The Updated 2025 Pavement Rehabilitation List includes the resurfacing or surface treatment of the following streets (Attachment 1):
1.) Llagas Road from the City/County limit to Glen Ayre Drive, 2.) East Main Avenue from Condit Road to the City/County Limit, 3.) Tilton Avenue from Hale Avenue to Dougherty Avenue, and the streets within the Woodland Acres subdivision, including 4.)

Woodland Avenue, 5.) Woodland Court, 6.) Rolling Hills Drive, 7.) Greenwood Avenue, 8.) Rocky Ridge Road, and 9.) Black Oak Court

The project's scope of work is described as follows but not limited to: 2” Pavement Mill and Fill, 3” Pavement Mill and Fill, 4” Pavement Mill and Fill, Full Depth Asphalt Concrete Pavement Repairs, ADA Curb Ramp Upgrade, Removal and Replacement of Existing Asphalt Concrete Curb, Crack Sealing, Vehicle Detector Loop Replacements, Replacement of all Existing Traffic Delineation and Markings, Replacement of Existing Flexible Bikelane Separator Posts, Utility Cover Adjustments, and all related work on various streets within the City Limits.

The ownership and maintenance responsibility of East Main Avenue between Condit Road and 800 west of Elm Road is shared between the City and the County of Santa Clara (County). The northern half of the roadway is City-owned/maintained, while the southern half is owned/maintained by the County. The City and County have agreed to share the costs of repaving this section of the roadway which has been memorialized in a cost-share agreement that was approved by the City Council on April 2, 2025. Staff set out to prepare plans and specifications in December 2024, and the plans and specifications were completed in March 2025. The bid opening was held on May 6, 2025. Seven (7) bids were received and are as listed below:

| Contractor | Base Bid | Additive Alternate | Total Amount |
|---|---|---|---|
| JV Lucas Paving | $ 1,768,612.32 | $ 241,535.78 | $ 2,010,148.10 |
| Granite Rock Company | $ 2,094,382.92 | $ 203,708.60 | $ 2,298,091.52 |
| O'Grady Paving, Inc | $ 2,141,356.00 | $ 190,891.05 | $ 2,332,247.05 |
| Coastal Paving & Excavating, Inc. | $ 2,181,918.45 | $ 227,264.50 | $ 2,409,182.95 |
| Good Fellow Bro's | $ 2,184,233.00 | $ 278,272.00 | $ 2,462,505.00 |
| MCKim Corporation | $ 2,339,935.84 | $ 302,263.40 | $ 2,642,199.24 |
| DeSilva Gates Construction LLC | $ 2,343,343.00 | $ 222,222.00 | $ 2,565,565.00 |

While the project included a base bid and an additive alternative bid, the lowest responsible bidder was based on the lowest base bid only as stipulated in the project specifications. After further review of the project's overall budget, staff recommends the award of this project for the base bid plus the additive alternative to JV Lucas Paving. The low bidder's bid amount of $2,010,148 is approximately 30% lower than the engineer's estimate of $2.9 million. The low bidder, JV Lucas Paving, is an experienced public contractor with several years of paving construction experience. Staff recommends the award of the contract to JV Lucas Paving in the amount of $2,010,148. Due to possible unforeseen conditions, staff is requesting a fifteen (15) percent construction contingency for the project of $301,522. This project is scheduled to start in June 2025 and be completed by December 2025.

The plans and specifications are available for review on the City's website at:

https://www.morganhill.ca.gov/1436/Project-Plans-Specifications-and-Bid-Res

**COMMUNITY ENGAGEMENT:**
Inform
Staff understands the disruptions and cooperation needed from residents/business owners during the course of our annual pavement project. Unfortunately, the likelihood of roadway closure and disruption will happen. The project engineer, contractor, and other staff members will make best efforts to provide notification prior to and during the course of construction through citywide emails, social media posts, and regular updates on the City website. These updates will also include and inform the community of impacts, roadway closures and possible interruptions that may arise due to construction.

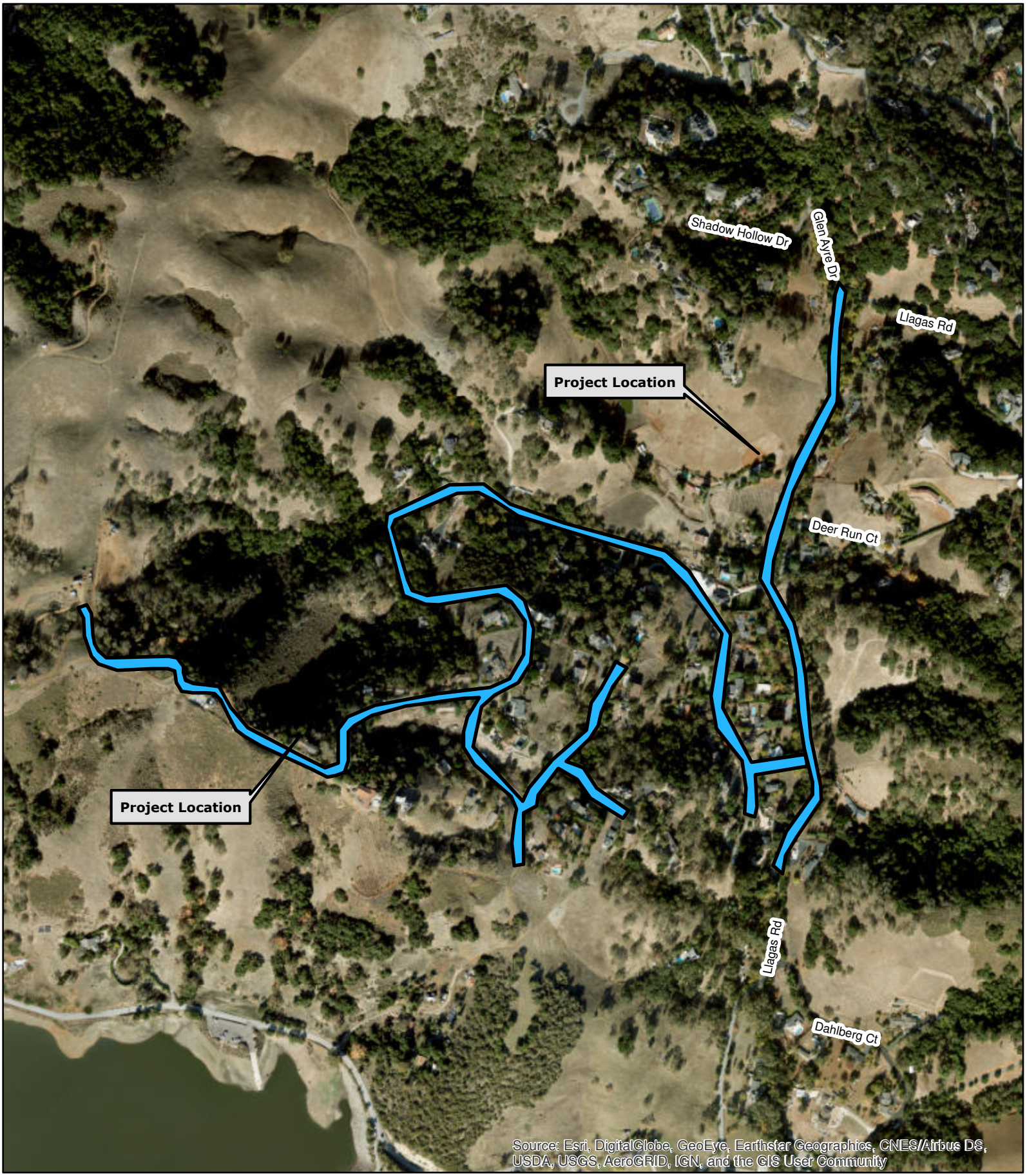
**ALTERNATIVE ACTIONS:**
City Council may elect to reject all bids for the 2025 Pavement Rehabilitation Project and direct staff to rebid the project. Rebidding the project would subsequently require City Council award and approval in the summer for the work to be completed in 2025. Alternatively, the City may reject all bids and delay the project to the summer of 2026. Staff does not recommend either of these alternatives as this project was competitively bid with seven (7) bids received by the City. Furthermore, rebidding the project may not yield significant savings and will delay the project for a minimum of three months.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
On April 2, 2025, the City Council approved the Cost Share Agreement with the County of Santa Clara for repaving of East Main Avenue for $341,495.

On April 2, 2025, the City Council received the Pavement Condition Update and Pavement Rehabilitation Planning update.

**FISCAL AND RESOURCE IMPACT:**
If approved, the total authorization for this project shall be $2,311,670, which includes a 15% contingency of $301,522. This project will occur in FY 25/26 and funding is available in the adopted FY 25/26 Capital Improvement Budget. It is recommended this project be approved now ahead of the start of FY25/26 to allow for the project to commence in July while school is not in session.

**CEQA (California Environmental Quality Act):**
Categorical Exemption
The activities described in this Staff Report are categorically exempt under CEQA, specifically pursuant to Section 15301 of the CEQA guidelines (Existing Facilities), as the subject work involves the repair, maintenance, or minor alteration of existing City facilities involving negligible or no expansion of use of those facilities.



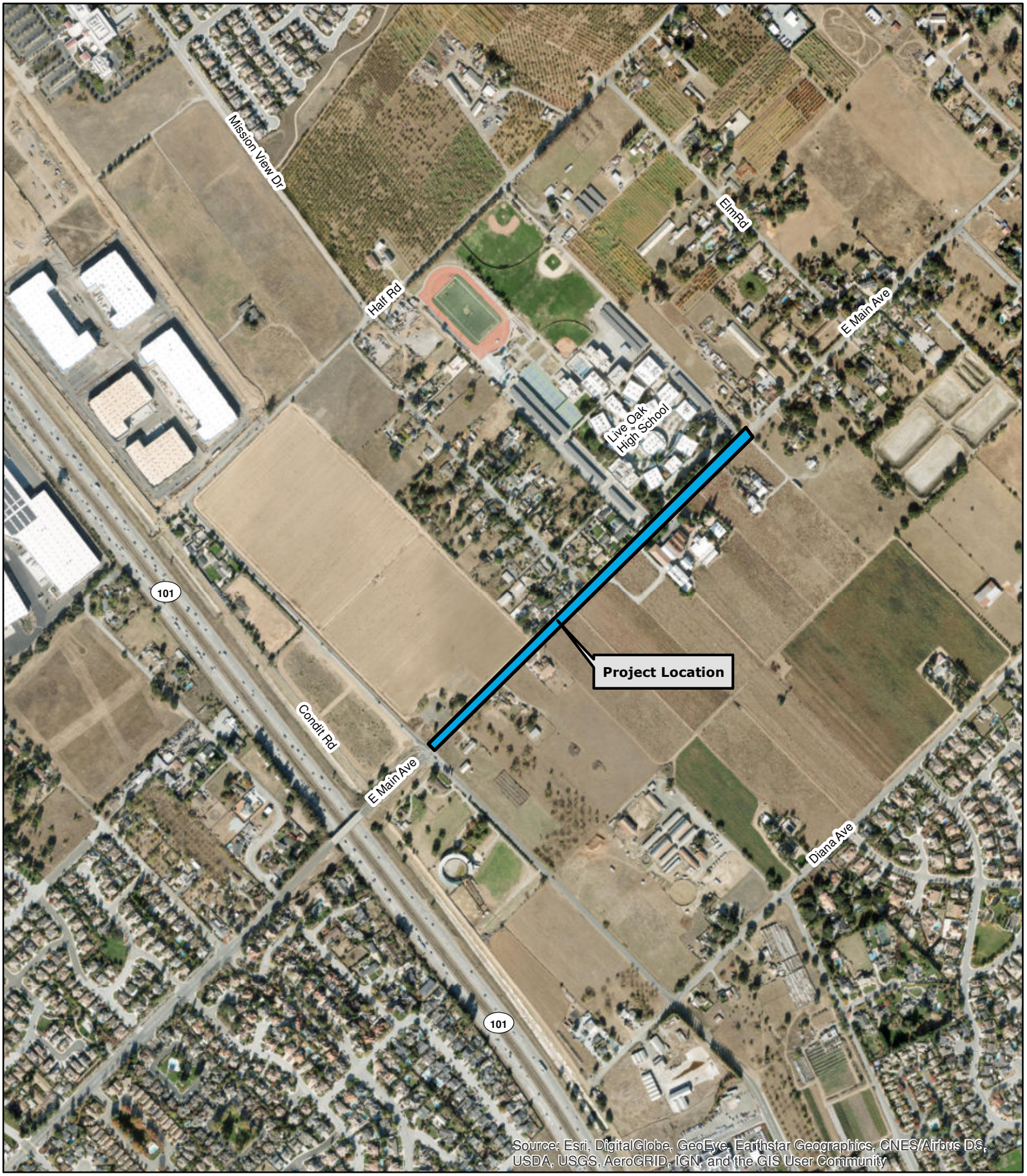

CITY OF MORGAN HILL

**Public Services Department**
**CIP Engineering Division**

G:\R-14\Proj\GIS\Agustin\2025 pavement.mxd

## 2025 Pavement Rehabilitation Project (Woodland Acres, Llagas Rd)

820 410 0 820 1,640 2,460
Feet



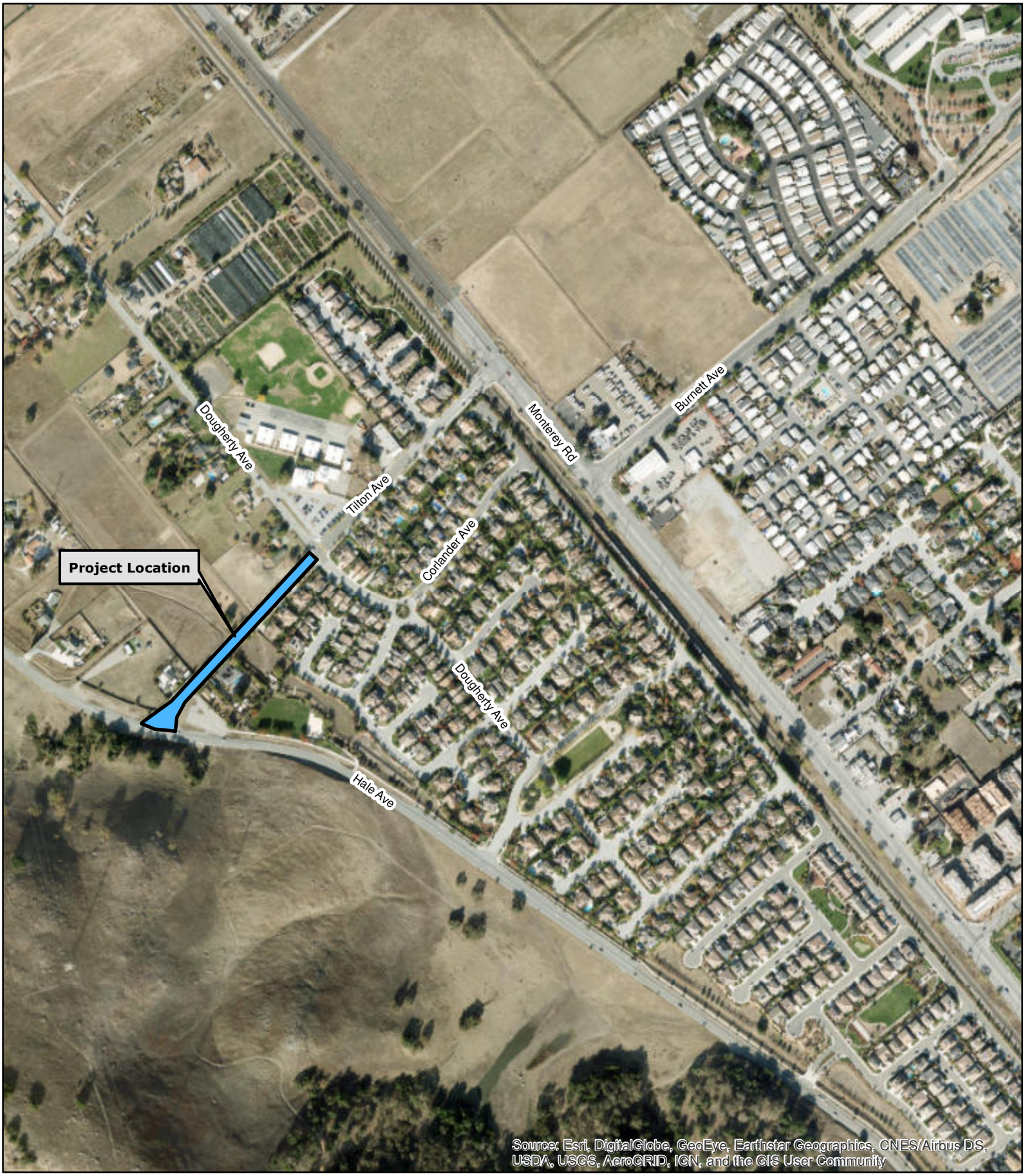

CITY OF MORGAN HILL

**Public Services Department**
**CIP Engineering Division**

G:\R-14\Proj\GIS\Agustin\2025 pavement e main.mxd

# 2025 Pavement Rehabilitation Project (East Main Avenue)

820 410 0 820 1,640 2,460
Feet




CITY OF MORGAN HILL

**Public Services Department**
**CIP Engineering Division**

G:\R-14\Proj\GIS\Agustin\2025 pavement.mxd

**2025 Pavement Rehabilitation Project**
**(Tilton Ave)**

820 410 0 820 1,640 2,460
Feet

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Kristian Wallace, Associate Engineer
APPROVED BY: City Manager

## AWARD EAST DUNNE SEWER UPSIZE PROJECT TO WESTROCK ENGINEERING

### RECOMMENDATION(S)

1. Approve the East Dunne Sewer Upsize Project Plans and Specifications;
2. Award contract to WestRock Engineering for the East Dunne Sewer Upsize Project in the amount of $1,177,409;
3. Authorize expenditure of construction contingency funds not to exceed $117,741;
4. Authorize the City Manager to execute and administer the construction contract with WestRock Engineering.

### COUNCIL PRIORITIES, GOALS & STRATEGIES

**City Council Ongoing Priorities**
Maintaining and Enhancing Infrastructure
Supporting our Youth, Seniors, and Entire Community

**2024-2025 Strategic Priorities**
Economic Development and Tourism

**Guiding Documents**
Water System Master Plan

### REPORT NARRATIVE:

The 2024 Wastewater Master Plan identifies an existing capacity deficiency in the East Dunne Sewer Trunk Line from Peppertree Drive to approximately 150 feet east of the intersection of Condit Road and East Dunne Avenue during peak wet-weather flow conditions. The Wastewater Master Plan recommends increasing the size of the existing 8-inch sewer main to a 10-inch sewer main from Peppertree Drive to Condit Road and is identified as a high-priority sewer pipeline project.

The East Dunne Sewer Upsize Project will remove the existing 8-inch sewer main along East Dunne between Peppertree Drive and Condit Road and replace it with a new 10-inch sewer main (see Attachment 1). Staff began the preparation of plans and specifications in August 2024 and plans and specifications were advertised for bidding

in March 2025. The bid opening was held on April 9, 2025 and eight (8) bids were received (as listed below):

| Bidder | Base Bid |
|---|---|
| WestRock Engineering | $ 1,177,409.00 |
| Golden State Construction & Utility Inc. | $ 1,184,000.00 |
| Golden Bay Construction, Inc. | $ 1,424,771.45 |
| Con-Quest Contractors, Inc. | $ 1,499,769.00 |
| Anderson Pacific Engineering Construction, Inc. | $ 1,538,538.00 |
| Pacific Underground Construction, Inc. | $ 1,595,757.00 |
| Monterey Peninsula Engineering | $ 1,675,528.00 |
| QLM, Inc. | $ 1,841,463.00 |

*Base bid total was corrected due to calculation error

The lowest responsible bidder was WestRock Engineering with a base bid of $1,177,409.00. WestRock Engineering's bid was approximately 11% lower than the Engineer's estimate of $1,328,235. WestRock Engineering has performed underground utility work for several agencies within the Bay Area with work including water line replacement, storm drain pipe installation, and sewer main replacement projects. Staff recommend the award of the contract to WestRock Engineering in the amount of $1,177,409 with a ten (10) percent contingency for this project. This project is scheduled to begin in June 2025 and be completed by November 2025,

The plans and specifications are available for review on the City's website at: https://www.morganhill.ca.gov/1436/Project-Plans-Specifications-and-Bid-Res

**COMMUNITY ENGAGEMENT:**
During construction, staff will inform the Community regarding the progress of this project using media, social media, and the City's website. Additionally, staff will coordinate with Nordstrom School to ensure access is maintained for summer classes due to proximity of construction activities to the facility.

**ALTERNATIVE ACTIONS:**
Council may elect not to award this construction contract and direct staff to re-bid the project in hopes of obtaining a lower bid proposal. Staff does not recommend this alternative as competitive bids were received. Re-bidding the project is not likely to result in significant savings, and it will delay the project by a minimum of 5 months.

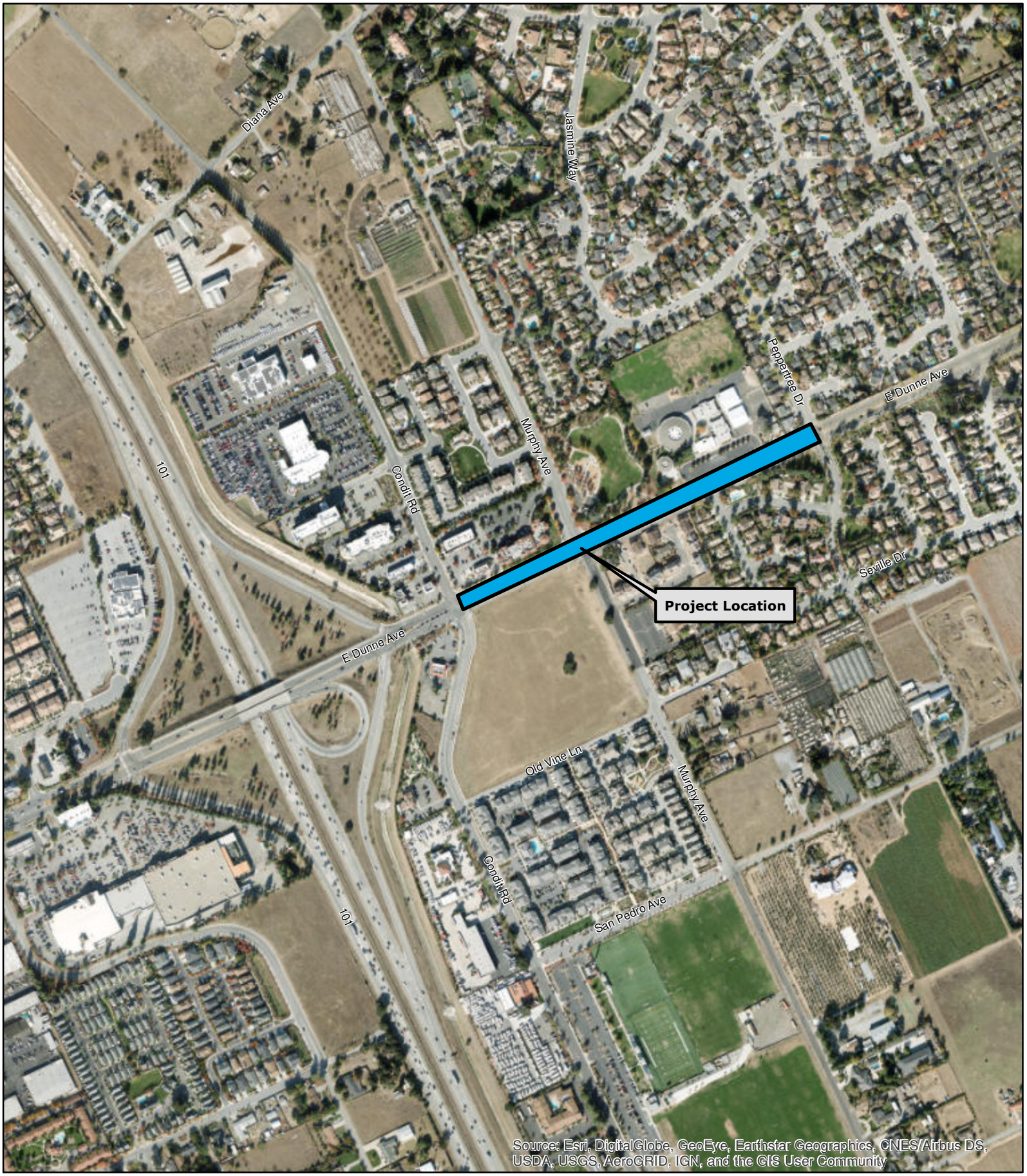
**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
June 15, 2022 - Adopted Fiscal Year 2022-23 through 2027-28 Capital Improvement Program Budget which identifies funding for the proposed sewer project through developer impact fees.

May 15, 2024 - Adopted Wastewater Collection System Master Plan Update which identifies the deficiency in the existing pipes and recommends pipe size increase.

**FISCAL AND RESOURCE IMPACT:**
If approved, the total authorization of this project shall be $1,295,150. The contract amount for the portion of this project with WestRock Engineering is $1,177,409. Additionally, staff is requesting authorization of a ten (10) percent construction contingency of $117,741, for a total of $1,295,150 for the construction portion. There are adequate funds for this project within Project WW3009 - New/Replacement Sewer Lines - 315006 in the Fiscal Year 2024-2025 and 2025-2026 Budgets. The project will be funded 75% from Fund 641 - Wastewater Impact Fee Fund and 25% from Fund 643 - Wastewater CIP Fund.

**CEQA (California Environmental Quality Act):**
Categorical Exemption

The proposed improvements of the East Dunne Sewer Upsize Project are categorically exempt from CEQA under Section 15301, Existing Facilities, which covers the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private facilities, mechanical systems, or topographic features involving negligible or no expansion of existing or former use.




CITY OF MORGAN HILL

**Public Services Department**
**CIP Engineering Division**

G:\R-14\Proj\GIS\Agustin\edunnesewer.mxd

**East Dunne Sewer Upsize Project**

820 410 0 820 1,640 2,460
Feet

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

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

## INITIATE ANNUAL ASSESSMENT PROCESS FOR LANDSCAPE ASSESSMENT DISTRICT NUMBER 1

### RECOMMENDATION(S)
Approval of the resolutions to:

1. Initiate the proceedings for the levy of assessments for Fiscal Year 2025-26;
2. Approve the Engineer's Annual Report and the proposed assessment levy; and
3. Declare the City Council's intention to levy the assessments in the District and to set the Public Hearing date for June 18, 2025.

### COUNCIL PRIORITIES, GOALS & STRATEGIES
**City Council Ongoing Priorities**
Maintaining and Enhancing Infrastructure

**2024-2025 Strategic Priorities**
Fiscal Sustainability

### REPORT NARRATIVE:
Landscape Assessment District No. 1 (District) was created to pay for the maintenance of the parks and common area landscaping in new neighborhoods benefiting from the open space. Per Government Code Sections 22623 to 22631, an Engineer's Annual Report (Attachment 1) is required to set the annual assessments in the Landscaping Assessment District and establish a Public Hearing date. This Public Hearing date has been scheduled for the City Council meeting on June 18, 2025.

The recommended assessment rate for each subarea, which is reflected in the Annual Report, has been proposed at a level that will enable the City to maintain each subarea and make reasonable improvements during the fiscal year. The Engineer's Annual Report details the proposed Fiscal Year 2025-26 assessments. The recommended assessment rates include an increase for the Llagas Creek subarea.

In the case of multiple subareas where the assessment cap does not increase annually, and funding is limited, maintenance services continue to be minimized. The Landscape Assessment District law requires property owners in these areas to vote to improve

assessment increases. In some cases, property owners are not willing to increase their assessments. Staff will continue to look for alternatives to effectively manage the District and plans to engage residents in many of the underfunded sub-areas over the next year to look for solutions.

**COMMUNITY ENGAGEMENT:**
Ongoing resident outreach is occurring in several of the subareas and City staff are striving to increase the resident outreach. Some areas have more active homeowners groups that work with City staff in planning maintenance projects for their subareas, while residents of other subareas are less engaged. In recent years, City staff have successfully out reached to several areas. Staff are closely working with active districts on the ongoing maintenance and budget for their sub areas. Although outreach with residents is typically positive, not all residents are satisfied with the service being provided within their subarea. This dissatisfaction is often due to the limitations of funding available to the subarea without the associated increase in assessments levied.

Staff is recommending an increase to Llagas Creek subarea. Staff have had resident meetings to discuss the increase.

**ALTERNATIVE ACTIONS:**
There is no other practical alternative action. The City Council could choose to provide staff with further direction on management of the District.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
In 1991, the City Council, under the Landscaping and Lighting Act of 1972, created the Fox Hollow/Murphy Springs Landscape Assessment District, and in 2010 chose to rename it to the City of Morgan Hill Landscape Assessment District No. 1. In May 2011, reserve targets for each subarea were established by the Council and in June 2025 the target reserves were increased.

The City Council adopts the annual assessments and the ordering of the levy for assessments for the District each year. This occurred most recently on June 5, 2024.

**FISCAL AND RESOURCE IMPACT:**
The cost for preparation of the Engineer's Annual Report will be paid for by the Landscape Assessment District Fund (229). It is anticipated that the District will generate $213,451 in revenues in Fiscal Year 2025-26. Expenses are budgeted at $214,926, meaning that overall the District's reserves are projected to be reduced by $1,475 in the upcoming fiscal year. Providing administrative oversight to the District is a core activity of the Public Services Department's work program.

**CEQA (California Environmental Quality Act):**
Categorical Exemption
The planned maintenance and management of the subareas within the lighting and landscape assessment district fall within the CEQA categorical exemption of Class 1,

Existing Facilities.

# CITY OF MORGAN HILL

*Fiscal Year 2025/26 Engineer's Report For:*

## Landscape Assessment District No. 1

**April 2025**

Prepared by:

NBS
helping communities fund tomorrow
nbsgov.com

**Corporate Headquarters**
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

**CITY OF MORGAN HILL**
**17575 Peak Avenue**
**Morgan Hill, CA 95037-4128**
**Phone: (408) 779-7271**
**Fax: (408) 778-1564**

---

**CITY COUNCIL**

Mark Turner, Mayor

Yvonne Martinez Beltran, Mayor Pro Tem

Soraida Iwanaga, Council Member

Marilyn Librers, Council Member

Miriam Vega, Council Member

**CITY STAFF**

Christina Turner, City Manager

Chris Ghione, Public Services Director

Dat Nguyen, Finance Director

Keri Russell, Maintenance Manager

**NBS**

Melissa Ellico, Administrator

Darrylanne Zarate, Project Manager

Greg Davidson, Client Service Director

# TABLE OF CONTENTS


**1. Executive Summary ..... 1**

**2. Overview ..... 2**

2.1 Introduction ..... 2

2.2 Description of Boundaries ..... 2

2.3 Description of Improvements and Services ..... 2

**3. Estimate of Costs ..... 3**

3.1 Definitions of Budget Items ..... 3

3.2 Zone Budgets ..... 4

**4. Assessments ..... 5**

4.1 Belle Estates Zone ..... 5

4.2 Chang/Bertelone Zone ..... 6

4.3 Conte Gardens Zone ..... 6

4.4 Diana Estates Zone ..... 6

4.5 Fox Hollow/Murphy Springs Zone ..... 7

4.6 Hamilton Square Zone ..... 7

4.7 Jackson Meadows 6A/6B Zone ..... 8

4.8 Jackson Meadows Number 7 Zone ..... 8

4.9 La Grande Estates Zone ..... 8

4.10 Lacrosse/Gera Zone ..... 9

4.11 Llagas Creek Estates Zone ..... 9

4.12 Llagas/Obata Zone ..... 10

4.13 Mill Creek Zone ..... 10

4.14 Oak Creek I, II, III ..... 11

4.15 Parsons Corner Zone ..... 11

4.16 Rose Haven Zone ..... 11

4.17 Sandalwood Zone ..... 12

4.18 Sparhawk Zone ..... 12

4.19 Stone Creek Zone ..... 13

4.20 Sunnyside/Stone Gate Zone ..... 13

**5. Assessment Diagrams ..... 14**

**6. Assessment Roll ..... 15**

**7. Historical Actual Assessment Rates ..... 16**

# 1. EXECUTIVE SUMMARY

**WHEREAS**, the City Council of the City of Morgan Hill (the "City"), State of California, directed NBS to prepare and file a report, in accordance with Chapter 1, Article 4 of the Landscaping and Lighting Act of 1972 (the "Act"), presenting the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements for the City's Landscape Assessment District No. 1 (the "District") for Fiscal Year 2025/26. The report includes a diagram for the District, showing the area and properties proposed to be assessed, an assessment of the estimated costs of the maintenance, operations and servicing the improvements, and the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received and;

**WHEREAS**, the assessment for each parcel is in compliance with the Proposition 218 Omnibus Implementation Act and Section 4 of Article XIII D of the California Constitution. The proposed assessments are not proposed to increase by more than the approved maximum allowable increases.

**NOW THEREFORE**, assessments have been levied in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation, and are made to cover the portion of the estimated costs of maintenance, operation, and servicing of the improvements, to be paid by the assessable real property within the District in proportion to the special benefit received:

| Zone | Units | FY 2025/26 Maximum Assessment Rate | FY 2025/26 Actual Assessment Rate | Total Assessment (1) |
|---|---|---|---|---|
| Belle Estates | 36 | $502.22 | $310.00 | $11,160.00 |
| Chang/Bertelone | 8 | 1,215.00 | 550.00 | 4,400.00 |
| Conte Gardens | 11 | 477.82 | 365.00 | 4,015.00 |
| Diana Estates | 64 | 139.39 | 139.39 | 8,920.96 |
| Fox Hollow (2) | 75 | 254.84 | 173.53 | 13,014.75 |
| Hamilton Square | 38 | 425.54 | 425.00 | 16,150.00 |
| Jackson Meadows #6 | 70 | 108.10 | 108.00 | 7,560.00 |
| Jackson Meadows #7 | 10 | 314.58 | 100.00 | 1,000.00 |
| La Grande Estates | 32 | 88.00 | 88.00 | 2,816.00 |
| Lacrosse/Gera | 24 | 142.99 | 50.00 | 1,200.00 |
| Llagas Creek (2) | 71 | 343.16 | 343.00 | 24,353.00 |
| Llagas/Obata | 5 | 629.16 | 450.00 | 2,250.00 |
| Mill Creek (2,4) | 84 | 330.39 | 285.00 | 23,940.00 |
| Oak Creek I, II, III | 119 | 453.82 | 425.00 | 50,575.00 |
| Parsons Corner (3) | NOT APPLICABLE | | | |
| Rose Haven | 27 | 488.47 | 400.00 | 10,800.00 |
| Sandalwood (4) | 11 | 450.00 | 450.00 | 4,950.00 |
| Sparhawk (2, 4) | 18 | 515.00 | 500.00 | 9,000.00 |
| Stone Creek (2) | 35 | 570.47 | 388.46 | 13,596.10 |
| Sunnyside/Stonegate (2) | 10 | 836.01 | 375.00 | 3,750.00 |
| **Totals:** | **748** | | | **$213,450.81** |

(1) Actual amount placed on secured tax roll may be less due to Santa Clara County submittal requirements. Amounts placed on the tax roll must be rounded down to an even number.
(2) Maximum Assessment Rate increases by 3% annually.
(3) Detachment of Parsons Corner Zone was approved in April 2019.
(4) Includes increased maximum assessment rate approved by property owners in June 2024.

# 2. OVERVIEW

## 2.1 Introduction

In 1991, the City Council created the Fox Hollow/Murphy Springs Landscape Assessment District, under the Act, and in 2010 chose to rename it to the City of Morgan Hill Landscape Assessment District No. 1. The District was formed in order to provide for the continued maintenance, operation, and administration of various improvements within the boundaries of the District. Following the initial formation, additional territory was annexed to the District as separate Zones. Currently, the District is comprised of 19 Zones (which decreased from 20 as a result of property owners within Parsons Corner electing to detach from the District in April 2019).

The District provides for and ensures the continued maintenance, servicing, administration, and operation of various landscaping improvements and associated appurtenances located within the public right-of-way and dedicated easements within the boundaries of the District.

## 2.2 Description of Boundaries

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

## 2.3 Description of Improvements and Services

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

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

Reference is made to the Plans and Specifications for the improvements, which is on file with the City.

# 3. ESTIMATE OF COSTS

## 3.1 Definitions of Budget Items

The following definitions describe some of the services and costs that may be included in the Zone budgets:

**Direct Expenses**

*Maintenance:* Includes all regularly scheduled labor, material (i.e. pipe, fertilizer, insecticides, paint, etc.) and equipment required to properly maintain and ensure the satisfactory condition of all landscaping, irrigation and drainage systems, and appurtenant facilities.

*Extra Contract Costs:* Includes all labor, equipment, and material costs associated with unscheduled repairs and improvements needed to ensure the satisfactory condition of all landscaping, irrigation and drainage systems, and appurtenant facilities.

*Water/Sewer:* Includes the furnishing of water required for the operation and maintenance of the landscaping facilities.

*Electricity Costs:* Includes the furnishing of electricity required for irrigation systems for the operation and maintenance of the landscaping facilities.

*Other Supplies:* Includes costs that are generally unforeseen and not normally included in the yearly maintenance contract costs. This may include repair of damaged amenities due to vandalism, storms, heavy frost, etc. Also included may be planned upgrades that provide a direct benefit to the District. These upgrades could include replacing plant materials and/or renovation of irrigation systems.

**Administrative Expenses**

*Salaries:* Includes the cost to particular departments and staff of the City to provide the coordination of District services, operations, and maintenance of the improvements, response to public concerns and education, and procedures associated with the levy and collection of assessments.

*Postage/Advertising:* Includes the cost of providing any mailed notice to the property owners and publishing and posting the Resolution of Intention as required by the Act.

*Internal Services:* Includes overhead costs allocated to the District for various City staff services.

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

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

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

- To maintain reserves which enable the City to pay for costs associated with the District during the first six months of the fiscal year,

**Contingency/Capital Replacement Fund Balance (Reduction)/Reserve (continued)**

- To reduce the current fund balance deficit (if any) that exists as of the beginning of the fiscal year, and
- To plan for the replacement of capital improvements in the future.

## 3.2 Zone Budgets

The estimated costs of servicing, maintaining, repairing, and replacing the actual improvements for each Zone for Fiscal Year 2025/26 are shown on the following pages.

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Belle Estates |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $6,150.00 |
| Extra Contract Costs | 1,000.00 |
| Water/Sewer | 3,360.00 |
| Electricity Costs | 0.00 |
| Other Supplies | 0.00 |
| **Subtotal Direct Expenses** | **$10,510.00** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $1,289.93 |
| Postage/Advertising | 10.03 |
| Internal Services | 916.78 |
| Administrative/Engineering Contract | 415.76 |
| **Subtotal Administrative Expenses** | **$2,632.50** |
| | |
| **SUBTOTAL ZONE COST** | **$13,142.50** |
| | |
| Fund Balance (Reduction)/Reserve | (1,982.50) |
| | |
| **TOTAL BALANCE TO LEVY** | **$11,160.00** |
| | |
| **Number of Assessable Units** | **36** |
| | |
| **Assessment Rate per Unit** | **$310.00** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$10,245.55** |
| **Fund Balance Change** | **(1,982.50)** |
| **Estimated Ending Fund Balance June 30, 2026** | **$8,263.05** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Chang / Bertelone |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $3,198.00 |
| Extra Contract Costs | 0.00 |
| Water/Sewer | 1,100.00 |
| Electricity Costs | 0.00 |
| Other Supplies | 400.00 |
| **Subtotal Direct Expenses** | **$4,698.00** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $286.65 |
| Postage/Advertising | 2.23 |
| Internal Services | 203.73 |
| Administrative/Engineering Contract | 92.39 |
| **Subtotal Administrative Expenses** | **$585.00** |
| | |
| **SUBTOTAL ZONE COST** | **$5,283.00** |
| | |
| Fund Balance (Reduction)/Reserve | (883.00) |
| | |
| **TOTAL BALANCE TO LEVY** | **$4,400.00** |
| | |
| **Number of Assessable Units** | **8** |
| | |
| **Assessment Rate per Unit** | **$550.00** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$12,227.53** |
| **Fund Balance Change** | **(883.00)** |
| **Estimated Ending Fund Balance June 30, 2026** | **$11,344.53** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Conte Gardens |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $0.00 |
| Extra Contract Costs | 1,000.00 |
| Water/Sewer | 2,900.00 |
| Electricity Costs | 247.20 |
| Other Supplies | 500.00 |
| **Subtotal Direct Expenses** | **$4,647.20** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $394.14 |
| Postage/Advertising | 3.06 |
| Internal Services | 280.13 |
| Administrative/Engineering Contract | 127.04 |
| **Subtotal Administrative Expenses** | **$804.37** |
| | |
| **SUBTOTAL ZONE COST** | **$5,451.57** |
| | |
| Fund Balance (Reduction)/Reserve | (1,436.57) |
| | |
| **TOTAL BALANCE TO LEVY** | **$4,015.00** |
| | |
| **Number of Assessable Units** | **11** |
| | |
| **Assessment Rate per Unit** | **$365.00** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$12,684.19** |
| **Fund Balance Change** | **(1,436.57)** |
| **Estimated Ending Fund Balance June 30, 2026** | **$11,247.62** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Diana Estates |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $3,690.00 |
| Extra Contract Costs | 500.00 |
| Water/Sewer | 0.00 |
| Electricity Costs | 0.00 |
| Other Supplies | 0.00 |
| **Subtotal Direct Expenses** | **$4,190.00** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $2,293.20 |
| Postage/Advertising | 17.83 |
| Internal Services | 1,629.83 |
| Administrative/Engineering Contract | 739.13 |
| **Subtotal Administrative Expenses** | **$4,679.99** |
| | |
| **SUBTOTAL ZONE COST** | **$8,869.99** |
| | |
| Fund Balance (Reduction)/Reserve | 50.97 |
| | |
| **TOTAL BALANCE TO LEVY** | **$8,920.96** |
| | |
| **Number of Assessable Units** | **64** |
| | |
| **Assessment Rate per Unit** | **$139.39** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$7,873.66** |
| **Fund Balance Change** | **50.97** |
| **Estimated Ending Fund Balance June 30, 2026** | **$7,924.63** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Fox Hollow |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $3,837.60 |
| Extra Contract Costs | 1,000.00 |
| Water/Sewer | 4,500.00 |
| Electricity Costs | 0.00 |
| Other Supplies | 0.00 |
| **Subtotal Direct Expenses** | **$9,337.60** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $2,687.34 |
| Postage/Advertising | 20.89 |
| Internal Services | 1,909.95 |
| Administrative/Engineering Contract | 866.17 |
| **Subtotal Administrative Expenses** | **$5,484.35** |
| | |
| **SUBTOTAL ZONE COST** | **$14,821.95** |
| | |
| Fund Balance (Reduction)/Reserve | (1,807.20) |
| | |
| **TOTAL BALANCE TO LEVY** | **$13,014.75** |
| | |
| **Number of Assessable Units** | **75** |
| | |
| **Assessment Rate per Unit** | **$173.53** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$13,664.77** |
| **Fund Balance Change** | **(1,807.20)** |
| **Estimated Ending Fund Balance June 30, 2026** | **$11,857.57** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Hamilton Square |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $7,182.19 |
| Extra Contract Costs | 0.00 |
| Water/Sewer | 4,882.50 |
| Electricity Costs | 247.50 |
| Other Supplies | 1,000.00 |
| **Subtotal Direct Expenses** | **$13,312.19** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $1,361.59 |
| Postage/Advertising | 10.58 |
| Internal Services | 967.71 |
| Administrative/Engineering Contract | 438.86 |
| **Subtotal Administrative Expenses** | **$2,778.74** |
| | |
| **SUBTOTAL ZONE COST** | **$16,090.93** |
| | |
| Fund Balance (Reduction)/Reserve | 59.07 |
| | |
| **TOTAL BALANCE TO LEVY** | **$16,150.00** |
| | |
| **Number of Assessable Units** | **38** |
| | |
| **Assessment Rate per Unit** | **$425.00** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$6,138.95** |
| **Fund Balance Change** | **59.07** |
| **Estimated Ending Fund Balance June 30, 2026** | **$6,198.02** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Jackson Meadows #6 |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $1,040.24 |
| Extra Contract Costs | 1,400.00 |
| Water/Sewer | 0.00 |
| Electricity Costs | 0.00 |
| Other Supplies | 0.00 |
| **Subtotal Direct Expenses** | **$2,440.24** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $2,508.19 |
| Postage/Advertising | 19.50 |
| Internal Services | 1,782.62 |
| Administrative/Engineering Contract | 808.42 |
| **Subtotal Administrative Expenses** | **$5,118.73** |
| | |
| **SUBTOTAL ZONE COST** | **$7,558.97** |
| | |
| Fund Balance (Reduction)/Reserve | 1.03 |
| | |
| **TOTAL BALANCE TO LEVY** | **$7,560.00** |
| | |
| **Number of Assessable Units** | **70** |
| | |
| **Assessment Rate per Unit** | **$108.00** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$432.89** |
| **Fund Balance Change** | **1.03** |
| **Estimated Ending Fund Balance June 30, 2026** | **$433.92** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Jackson Meadows #7 |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $1,092.00 |
| Extra Contract Costs | 0.00 |
| Water/Sewer | 0.00 |
| Electricity Costs | 0.00 |
| Other Supplies | 0.00 |
| **Subtotal Direct Expenses** | **$1,092.00** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $358.31 |
| Postage/Advertising | 2.79 |
| Internal Services | 254.66 |
| Administrative/Engineering Contract | 115.49 |
| **Subtotal Administrative Expenses** | **$731.25** |
| | |
| **SUBTOTAL ZONE COST** | **$1,823.25** |
| | |
| Fund Balance (Reduction)/Reserve | (823.25) |
| | |
| **TOTAL BALANCE TO LEVY** | **$1,000.00** |
| | |
| **Number of Assessable Units** | **10** |
| | |
| **Assessment Rate per Unit** | **$100.00** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$2,342.33** |
| **Fund Balance Change** | **(823.25)** |
| **Estimated Ending Fund Balance June 30, 2026** | **$1,519.08** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | La Grande Estates |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $0.00 |
| Extra Contract Costs | 0.00 |
| Water/Sewer | 0.00 |
| Electricity Costs | 0.00 |
| Other Supplies | 0.00 |
| **Subtotal Direct Expenses** | **$0.00** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $1,146.60 |
| Postage/Advertising | 8.91 |
| Internal Services | 814.91 |
| Administrative/Engineering Contract | 369.57 |
| **Subtotal Administrative Expenses** | **$2,339.99** |
| | |
| **SUBTOTAL ZONE COST** | **$2,339.99** |
| | |
| Fund Balance (Reduction)/Reserve | 476.01 |
| | |
| **TOTAL BALANCE TO LEVY** | **$2,816.00** |
| | |
| **Number of Assessable Units** | **32** |
| | |
| **Assessment Rate per Unit** | **$88.00** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **($6,996.20)** |
| **Fund Balance Change** | **476.01** |
| **Estimated Ending Fund Balance June 30, 2026** | **($6,520.19)** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Lacrosse/Gera |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $1,092.00 |
| Extra Contract Costs | 0.00 |
| Water/Sewer | 0.00 |
| Electricity Costs | 0.00 |
| Other Supplies | 0.00 |
| **Subtotal Direct Expenses** | **$1,092.00** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $429.98 |
| Postage/Advertising | 3.34 |
| Internal Services | 305.59 |
| Administrative/Engineering Contract | 138.59 |
| **Subtotal Administrative Expenses** | **$877.50** |
| | |
| **SUBTOTAL ZONE COST** | **$1,969.50** |
| | |
| Fund Balance (Reduction)/Reserve | (769.50) |
| | |
| **TOTAL BALANCE TO LEVY** | **$1,200.00** |
| | |
| **Number of Assessable Units** | **24** |
| | |
| **Assessment Rate per Unit** | **$50.00** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$1,116.46** |
| **Fund Balance Change** | **(769.50)** |
| **Estimated Ending Fund Balance June 30, 2026** | **$346.96** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Llagas Creek |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $4,870.80 |
| Extra Contract Costs | 6,000.00 |
| Water/Sewer | 4,500.00 |
| Electricity Costs | 0.00 |
| Other Supplies | 500.00 |
| **Subtotal Direct Expenses** | **$15,870.80** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $2,544.02 |
| Postage/Advertising | 19.78 |
| Internal Services | 1,808.09 |
| Administrative/Engineering Contract | 819.97 |
| **Subtotal Administrative Expenses** | **$5,191.86** |
| | |
| **SUBTOTAL ZONE COST** | **$21,062.66** |
| | |
| Fund Balance (Reduction)/Reserve | 3,290.34 |
| | |
| **TOTAL BALANCE TO LEVY** | **$24,353.00** |
| | |
| **Number of Assessable Units** | **71** |
| | |
| **Assessment Rate per Unit** | **$343.00** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$10,076.18** |
| **Fund Balance Change** | **3,290.34** |
| **Estimated Ending Fund Balance June 30, 2026** | **$13,366.52** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Llagas/Obata |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $1,795.80 |
| Extra Contract Costs | 0.00 |
| Water/Sewer | 275.00 |
| Electricity Costs | 0.00 |
| Other Supplies | 0.00 |
| **Subtotal Direct Expenses** | **$2,070.80** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $179.16 |
| Postage/Advertising | 1.39 |
| Internal Services | 127.33 |
| Administrative/Engineering Contract | 57.74 |
| **Subtotal Administrative Expenses** | **$365.62** |
| | |
| **SUBTOTAL ZONE COST** | **$2,436.42** |
| | |
| Fund Balance (Reduction)/Reserve | (186.42) |
| | |
| **TOTAL BALANCE TO LEVY** | **$2,250.00** |
| | |
| **Number of Assessable Units** | **5** |
| | |
| **Assessment Rate per Unit** | **$450.00** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$1,039.16** |
| **Fund Balance Change** | **(186.42)** |
| **Estimated Ending Fund Balance June 30, 2026** | **$852.74** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Mill Creek |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $10,402.43 |
| Extra Contract Costs | 500.00 |
| Water/Sewer | 5,000.00 |
| Electricity Costs | 264.60 |
| Other Supplies | 1,000.00 |
| **Subtotal Direct Expenses** | **$17,167.03** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $3,009.83 |
| Postage/Advertising | 23.40 |
| Internal Services | 2,139.15 |
| Administrative/Engineering Contract | 970.11 |
| **Subtotal Administrative Expenses** | **$6,142.49** |
| | |
| **SUBTOTAL ZONE COST** | **$23,309.52** |
| | |
| Fund Balance (Reduction)/Reserve | 630.48 |
| | |
| **TOTAL BALANCE TO LEVY** | **$23,940.00** |
| | |
| **Number of Assessable Units** | **84** |
| | |
| **Assessment Rate per Unit** | **$285.00** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$14,569.04** |
| **Fund Balance Change** | **630.48** |
| **Estimated Ending Fund Balance June 30, 2026** | **$15,199.52** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Oak Creek I, II, III |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $16,643.90 |
| Extra Contract Costs | 6,000.00 |
| Water/Sewer | 15,750.00 |
| Electricity Costs | 3,700.00 |
| Other Supplies | 1,000.00 |
| **Subtotal Direct Expenses** | **$43,093.90** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $4,263.92 |
| Postage/Advertising | 33.15 |
| Internal Services | 3,030.46 |
| Administrative/Engineering Contract | 1,374.32 |
| **Subtotal Administrative Expenses** | **$8,701.85** |
| | |
| **SUBTOTAL ZONE COST** | **$51,795.75** |
| | |
| Fund Balance (Reduction)/Reserve | (1,220.75) |
| | |
| **TOTAL BALANCE TO LEVY** | **$50,575.00** |
| | |
| **Number of Assessable Units** | **119** |
| | |
| **Assessment Rate per Unit** | **$425.00** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$36,410.83** |
| **Fund Balance Change** | **(1,220.75)** |
| **Estimated Ending Fund Balance June 30, 2026** | **$35,190.08** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Rose Haven |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $8,321.95 |
| Extra Contract Costs | 500.00 |
| Water/Sewer | 1,102.50 |
| Electricity Costs | 283.50 |
| Other Supplies | 400.00 |
| **Subtotal Direct Expenses** | **$10,607.95** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $967.44 |
| Postage/Advertising | 7.52 |
| Internal Services | 687.58 |
| Administrative/Engineering Contract | 311.82 |
| **Subtotal Administrative Expenses** | **$1,974.36** |
| | |
| **SUBTOTAL ZONE COST** | **$12,582.31** |
| | |
| Fund Balance (Reduction)/Reserve | (1,782.31) |
| | |
| **TOTAL BALANCE TO LEVY** | **$10,800.00** |
| | |
| **Number of Assessable Units** | **27** |
| | |
| **Assessment Rate per Unit** | **$400.00** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$19,571.89** |
| **Fund Balance Change** | **(1,782.31)** |
| **Estimated Ending Fund Balance June 30, 2026** | **$17,789.58** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Sandalwood |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $1,795.80 |
| Extra Contract Costs | 0.00 |
| Water/Sewer | 0.00 |
| Electricity Costs | 0.00 |
| Other Supplies | 0.00 |
| **Subtotal Direct Expenses** | **$1,795.80** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $394.14 |
| Postage/Advertising | 3.06 |
| Internal Services | 280.13 |
| Administrative/Engineering Contract | 127.04 |
| **Subtotal Administrative Expenses** | **$804.37** |
| | |
| **SUBTOTAL ZONE COST** | **$2,600.17** |
| | |
| Fund Balance (Reduction)/Reserve | 2,349.83 |
| | |
| **TOTAL BALANCE TO LEVY** | **$4,950.00** |
| | |
| **Number of Assessable Units** | **11** |
| | |
| **Assessment Rate per Unit** | **$450.00** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$16,757.59** |
| **Fund Balance Change** | **2,349.83** |
| **Estimated Ending Fund Balance June 30, 2026** | **$19,107.42** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Sparhawk |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $2,300.10 |
| Extra Contract Costs | 500.00 |
| Water/Sewer | 2,100.00 |
| Electricity Costs | 0.00 |
| Other Supplies | 0.00 |
| **Subtotal Direct Expenses** | **$4,900.10** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $644.96 |
| Postage/Advertising | 5.01 |
| Internal Services | 458.39 |
| Administrative/Engineering Contract | 207.88 |
| **Subtotal Administrative Expenses** | **$1,316.24** |
| | |
| **SUBTOTAL ZONE COST** | **$6,216.34** |
| | |
| Fund Balance (Reduction)/Reserve | 2,783.66 |
| | |
| **TOTAL BALANCE TO LEVY** | **$9,000.00** |
| | |
| **Number of Assessable Units** | **18** |
| | |
| **Assessment Rate per Unit** | **$500.00** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$3,662.81** |
| **Fund Balance Change** | **2,783.66** |
| **Estimated Ending Fund Balance June 30, 2026** | **$6,446.47** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Stone Creek |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $6,150.00 |
| Extra Contract Costs | 1,500.00 |
| Water/Sewer | 3,750.00 |
| Electricity Costs | 0.00 |
| Other Supplies | 0.00 |
| **Subtotal Direct Expenses** | **$11,400.00** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $1,254.09 |
| Postage/Advertising | 9.75 |
| Internal Services | 891.31 |
| Administrative/Engineering Contract | 404.21 |
| **Subtotal Administrative Expenses** | **$2,559.36** |
| | |
| **SUBTOTAL ZONE COST** | **$13,959.36** |
| | |
| Fund Balance (Reduction)/Reserve | (363.26) |
| | |
| **TOTAL BALANCE TO LEVY** | **$13,596.10** |
| | |
| **Number of Assessable Units** | **35** |
| | |
| **Assessment Rate per Unit** | **$388.46** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$8,628.36** |
| **Fund Balance Change** | **(363.26)** |
| **Estimated Ending Fund Balance June 30, 2026** | **$8,265.10** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Sunnyside / Stone Gate |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $2,080.49 |
| Extra Contract Costs | 400.00 |
| Water/Sewer | 0.00 |
| Electricity Costs | 0.00 |
| Other Supplies | 400.00 |
| **Subtotal Direct Expenses** | **$2,880.49** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $358.31 |
| Postage/Advertising | 2.79 |
| Internal Services | 254.66 |
| Administrative/Engineering Contract | 115.49 |
| **Subtotal Administrative Expenses** | **$731.25** |
| | |
| **SUBTOTAL ZONE COST** | **$3,611.74** |
| | |
| Fund Balance (Reduction)/Reserve | 138.26 |
| | |
| **TOTAL BALANCE TO LEVY** | **$3,750.00** |
| | |
| **Number of Assessable Units** | **10** |
| | |
| **Assessment Rate per Unit** | **$375.00** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$18,083.54** |
| **Fund Balance Change** | **138.26** |
| **Estimated Ending Fund Balance June 30, 2026** | **$18,221.80** |

# City of Morgan Hill
# Landscape Assessment District No. 1
# Fiscal Year 2025/26 Budget by Zone

| | Total of all Zones |
|---|---|
| **DIRECT EXPENSES** | |
| Maintenance | $81,643.30 |
| Extra Contract Costs | 20,300.00 |
| Water/Sewer | 49,220.00 |
| Electricity Costs | 4,742.80 |
| Other Supplies | 5,200.00 |
| **Subtotal Direct Expenses** | **$161,106.10** |
| | |
| **ADMINISTRATIVE EXPENSES** | |
| Salaries | $26,371.80 |
| Postage/Advertising | 205.00 |
| Internal Services | 18,743.01 |
| Administrative/Engineering Contract | 8,500.00 |
| **Subtotal Administrative Expenses** | **$53,819.81** |
| | |
| **SUBTOTAL ZONE COST** | **$214,925.91** |
| | |
| Fund Balance (Reduction)/Reserve | (1,475.10) |
| | |
| **TOTAL BALANCE TO LEVY** | **$213,450.81** |
| | |
| **Number of Assessable Units** | **748** |
| | |
| **Assessment Rate per Unit** | **N/A** |
| | |
| **Estimated Beginning Fund Balance July 1, 2025** | **$188,529.53** |
| **Fund Balance Change** | **(1,475.10)** |
| **Estimated Ending Fund Balance June 30, 2026** | **$187,054.43** |

# 4. ASSESSMENTS

The amount of the actual assessment for the Fiscal Year 2025/26 apportioned to each parcel, as shown on the latest equalized roll at the County Assessor's office, is listed in Section 6 of this Report. The description of each lot or parcel is part of the records of the County Assessor and such records are, by reference, made part of this Report.

### Method of Apportionment

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

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

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

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

## 4.1 Belle Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $502.22 per unit. There is currently no inflator associated with the Belle Estates Zone assessments.

There are currently 36 parcels within this Zone, and the total Zone costs are spread to each of the 36 units as follows:

| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $11,160.00 |
| Total Units | 36 |
| Fiscal Year 2025/26 Actual Assessment Per Unit | $310.00 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit | $502.22 |

There is no change in the assessment rate from the previous fiscal year.

## 4.2 Chang/Bertelone Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $1,215.00 per unit. There is currently no inflator associated with the Chang/Bertelone Zone assessments.

There are currently 8 parcels within this Zone, and the total Zone costs are spread to each of the 8 units as follows:

| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $4,400.00 |
| Total Units | 8 |
| Fiscal Year 2025/26 Actual Assessment Per Unit | $550.00 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit | $1,215.00 |

There is no change in the assessment rate from the previous fiscal year.

## 4.3 Conte Gardens Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $477.82 per unit. There is currently no inflator associated with the Conte Gardens Zone assessments.

There are currently 11 parcels within this Zone, and the total Zone costs are spread to each of the 11 units as follows:

| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $4,015.00 |
| Total Units | 11 |
| Fiscal Year 2025/26 Actual Assessment Per Unit | $365.00 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit | $477.82 |

There is no change in the assessment rate from the previous fiscal year.

## 4.4 Diana Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $139.39 per unit. There is currently no inflator associated with the Diana Estates Zone assessments.

There are currently 64 parcels within this Zone, and the total Zone costs are spread to each of the 64 units as follows:

| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $8,920.96 |
| Total Units | 64 |
| Fiscal Year 2025/26 Actual Assessment Per Unit [(1)] | $139.39 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit | $139.39 |

(1) May be rounded down to even cents per parcel for County Tax Roll purposes.

There is no change in the assessment rate from the previous fiscal year.

## 4.5 Fox Hollow/Murphy Springs Zone

The assessment rate originally approved at the time of District formation was $106.15 per unit. In July 2005, the City conducted Proposition 218 proceedings to increase the maximum assessment rate and add an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The rate increase took effect in Fiscal Year 2005/06 and the 3% inflator took effect in Fiscal Year 2006/07.

There are currently 75 parcels within this Zone, and the total Zone costs are spread to each of the 75 units as follows:

| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $13,014.75 |
| Total Units | 75 |
| Fiscal Year 2025/26 Actual Assessment Per Unit(1) | $173.53 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit | $254.84 |

(1) May be rounded down to even cents per parcel for County Tax Roll purposes.

There is no change in the assessment rate from the previous fiscal year.

## 4.6 Hamilton Square Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $425.54 per unit. There is currently no inflator associated with the Hamilton Square Zone assessments.

There are currently 38 parcels within this Zone, and the total Zone costs are spread to each of the 38 units as follows:

| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $16,150.00 |
| Total Units | 38 |
| Fiscal Year 2025/26 Actual Assessment Per Unit | $425.00 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit | $425.54 |

There is no change in the assessment rate from the previous fiscal year.

## 4.7 Jackson Meadows 6A/6B Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $108.10 per unit. There is currently no inflator associated with the Jackson Meadows 6A/6B Zone assessments.

There are currently 70 parcels within this Zone, and the total Zone costs are spread to each of the 70 units as follows:

| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $7,560.00 |
| Total Units | 70 |
| Fiscal Year 2025/26 Actual Assessment Per Unit | $108.00 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit | $108.10 |

There is no change in the assessment rate from the previous fiscal year.

## 4.8 Jackson Meadows Number 7 Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $314.58 per unit. There is currently no inflator associated with the Jackson Meadows Number 7 Zone assessments.

There are currently 10 parcels within this Zone, and the total Zone costs are spread to each of the 10 units as follows:

| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $1,000.00 |
| Total Units | 10 |
| Fiscal Year 2025/26 Actual Assessment Per Unit | $100.00 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit | $314.58 |

There is no change in the assessment rate from the previous fiscal year.

## 4.9 La Grande Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $88.00 per unit. There is currently no inflator associated with the La Grande Estates Zone assessments.

There are currently 32 parcels within this Zone, and the total Zone costs are spread to each of the 32 units as follows:

| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $2,816.00 |
| Total Units | 32 |
| Fiscal Year 2025/26 Actual Assessment Per Unit | $88.00 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit | $88.00 |

There is no change in the assessment rate from the previous fiscal year.

## 4.10 Lacrosse/Gera Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $142.99 per unit. There is currently no inflator associated with the Lacrosse/Gera Zone assessments.

There are currently 24 parcels within this Zone, and the total Zone costs are spread to each of the 24 units as follows:

| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $1,200.00 |
| Total Units | 24 |
| Fiscal Year 2025/26 Actual Assessment Per Unit | $50.00 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit | $142.99 |

There is no change in the assessment rate from the previous fiscal year.

## 4.11 Llagas Creek Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $140.84 per unit. In July 2005, the City conducted Proposition 218 proceedings to increase the maximum assessment rate and add an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The rate increase took effect in Fiscal Year 2005/06 and the 3% inflator took effect in Fiscal Year 2006/07.

There are currently 71 parcels within this Zone, and the total Zone costs are spread to each of the 71 units as follows:

| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $24,353.00 |
| Total Units | 71 |
| Fiscal Year 2025/26 Actual Assessment Per Unit | $343.00 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit | $343.16 |

Any change in the assessment rate from the previous fiscal year is identified below:

| | |
|---|---|
| Fiscal Year 2024/25 Actual Assessment Per Unit | $233.67 |
| Fiscal Year 2025/26 Actual Assessment Per Unit | $343.00 |
| Change in the Actual Assessment Rate | $109.33 |

## 4.12 Llagas/Obata Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $629.16 per unit. There is currently no inflator associated with the Llagas/Obata Zone assessments.

There are currently 5 parcels within this Zone, and the total Zone costs are spread to each of the 5 units as follows:

| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $2,250.00 |
| Total Units | 5 |
| Fiscal Year 2025/26 Actual Assessment Per Unit | $450.00 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit | $629.16 |

There is no change in the assessment rate from the previous fiscal year.

## 4.13 Mill Creek Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $186.82 per unit. In February 2020, the City conducted Proposition 218 proceedings to increase the maximum assessment rate and add an annual inflator of 3% for the Zone. Property owners approved the assessment rate increase to $285.00 per unit and the inflator. The rate increase took effect in Fiscal Year 2020/21 and the 3% inflator takes effect in Fiscal Year 2021/22.

There are currently 84 parcels within this Zone, and the total Zone costs are spread to each of the 84 units as follows:

| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $23,940.00 |
| Total Units | 84 |
| Fiscal Year 2025/26 Actual Assessment Per Unit | $285.00 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit [(1)] | $330.39 |

(1) Assessment rate increase approved by property owners in February 2020.

There is no change in the assessment rate from the previous fiscal year.

## 4.14 Oak Creek I, II, III

The assessment rate originally approved at the time of annexing this Zone into the District was $453.82 per unit. There is currently no inflator associated with the Oak Creek I, II, III Zone assessments.

There are currently 119 parcels within this Zone, and the total Zone costs are spread to each of the 119 units as follows:

| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $50,575.00 |
| Total Units | 119 |
| Fiscal Year 2025/26 Actual Assessment Per Unit | $425.00 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit | $453.82 |

There is no change in the assessment rate from the previous fiscal year.

## 4.15 Parsons Corner Zone

In April 2019, property owners in the Parsons Corner Zone voted to detach from the District. Therefore, there is no assessment for the Parsons Corner Zone.

## 4.16 Rose Haven Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $488.47 per unit. There is currently no inflator associated with the Rose Haven Zone assessments.

There are currently 24 parcels with a total of 27 units within this Zone, and the total Zone costs are spread to each of the 27 units as follows:

| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $10,800.00 |
| Total Units | 27 |
| Fiscal Year 2025/26 Actual Assessment Per Unit | $400.00 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit | $488.47 |

There is no change in the assessment rate from the previous fiscal year.

## 4.17 Sandalwood Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $192.39 per unit. In April 2018, the City conducted Proposition 218 proceedings to increase the maximum assessment. Property owners approved the assessment rate increase to $450.00 per unit. There is currently no inflator associated with the Sandalwood Zone assessments.

There are currently 11 parcels within this Zone, and the total Zone costs are spread to each of the 11 units as follows:

| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $4,950.00 |
| Total Units | 11 |
| Fiscal Year 2025/26 Actual Assessment Per Unit | $450.00 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit[(1)] | $450.00 |

(1) Assessment rate increase approved by property owners in April 2018.

There is no change in the assessment rate from the previous fiscal year.

## 4.18 Sparhawk Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $174.77 per unit. In July 2005, the City conducted Proposition 218 proceedings to increase the maximum assessment rate and add an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The rate increase took effect in Fiscal Year 2005/06 and the 3% inflator took effect in Fiscal Year 2006/07. In June 2024, City Council approved the election results of a Proposition 218 proceeding to increase the maximum assessment rate to $500.00 with a 3% annual inflator. Property owners approved the rate increase and the inflator. The rate increase took effect in Fiscal Year 2024/25 and the 3% inflator will take effect in Fiscal Year 2025/26.

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

| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $9,000.00 |
| Total Units | 18 |
| Fiscal Year 2025/26 Actual Assessment Per Unit | $500.00 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit [(1)] | $515.00 |

(1) Assessment rate increase approved by property owners in June 2024.

There is no change in the assessment rate from the previous fiscal year.

## 4.19 Stone Creek Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $306.66 per unit. In July 2005, the City conducted Proposition 218 proceedings to add an annual inflator of 3% for the Zone. Property owners approved the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The inflator took effect in Fiscal Year 2005/06.

There are currently 35 parcels within this Zone, and the total Zone costs are spread to each of the 35 units as follows:

| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $13,596.10 |
| Total Units | 35 |
| Fiscal Year 2025/26 Actual Assessment Per Unit | $388.46 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit (1) | $570.47 |

(1) Assessment rate increase approved by property owners in July 2005.

There is no change in the assessment rate from the previous fiscal year.

## 4.20 Sunnyside/Stone Gate Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $449.40 per unit. In July 2005, the City conducted Proposition 218 proceedings to add an annual inflator of 3% for the Zone. Property owners approved the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The inflator took effect in Fiscal Year 2005/06.

There are currently 10 parcels within this Zone, and the total Zone costs are spread to each of the 10 units as follows:

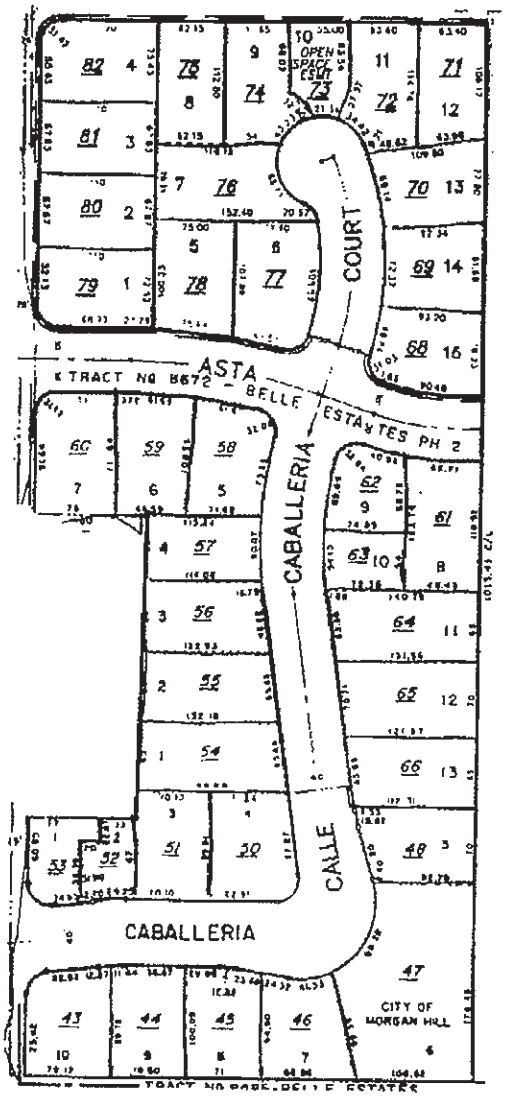
| | |
|---|---|
| Estimated Fiscal Year 2025/26 Costs and Fund Adjustment | $3,750.00 |
| Total Units | 10 |
| Fiscal Year 2025/26 Actual Assessment Per Unit | $375.00 |
| Fiscal Year 2025/26 Maximum Assessment Per Unit (1) | $836.01 |

(1) Assessment rate increase approved by property owners in July 2005.

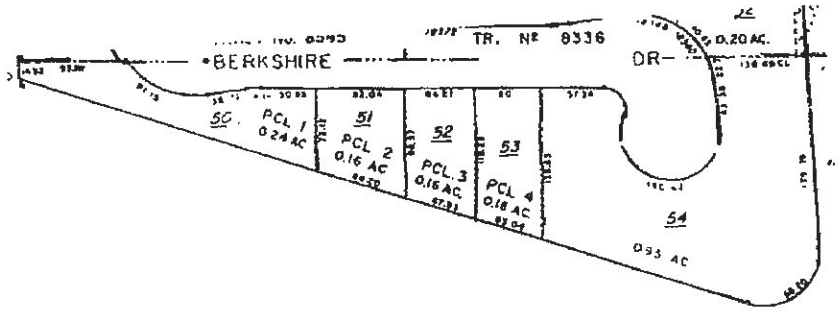
There is no change in the assessment rate from the previous fiscal year.

# 5. ASSESSMENT DIAGRAMS

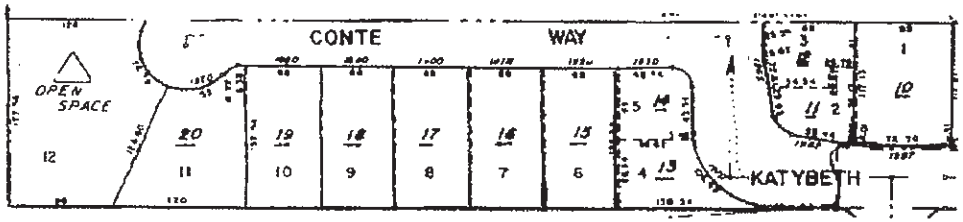
The Assessment Diagrams for each Zone in the District have been submitted to the City Clerk in the format required under the provisions of the Act. Copies of the diagrams are included herein. The lines and dimensions shown on maps of the County Assessor for the current year are, by reference, made part of this Report as well.



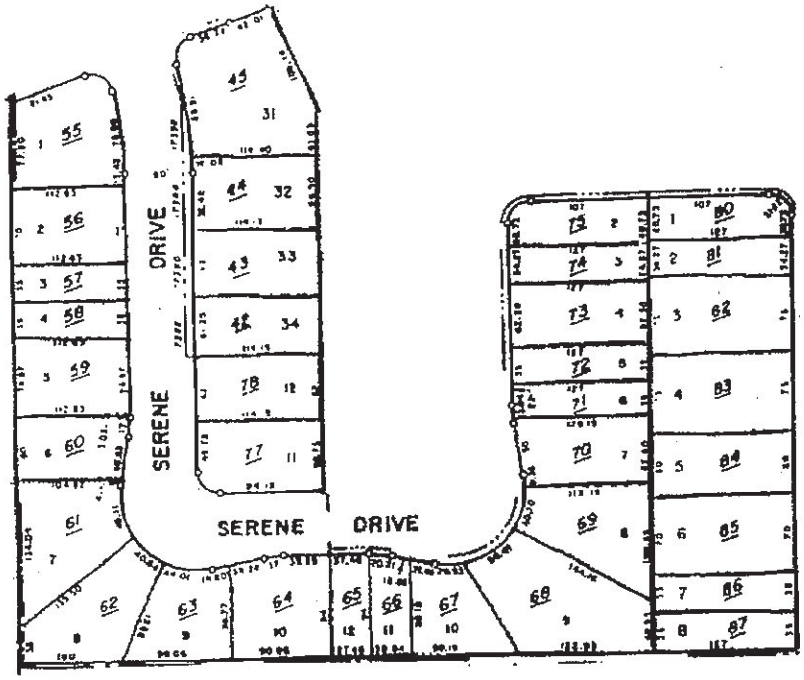

BELLE ESTATES ZONE



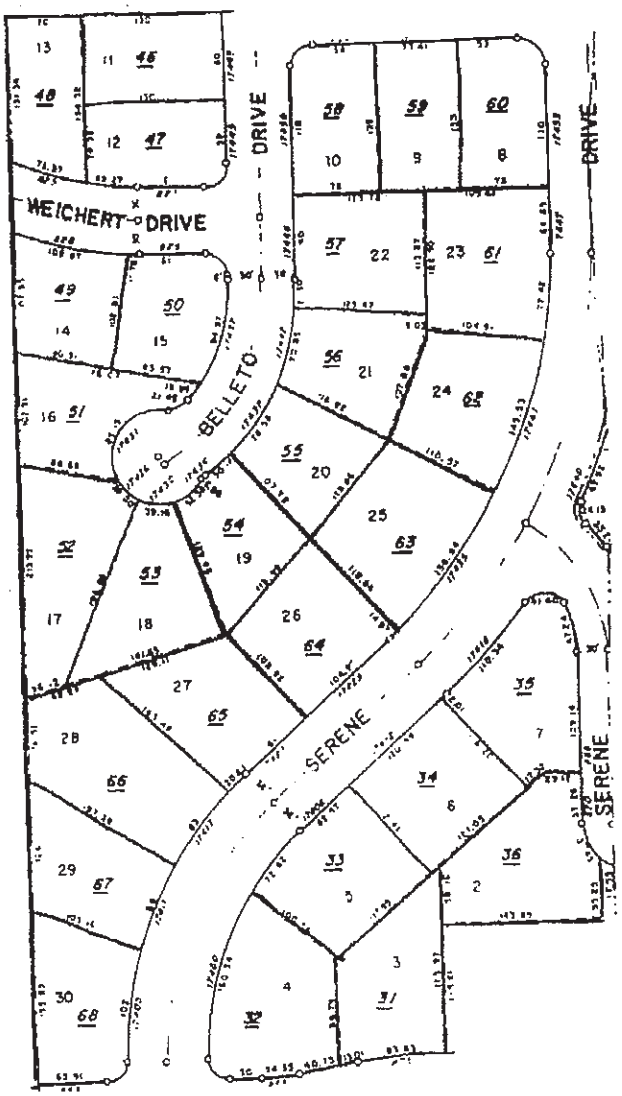

CHANG/BERTELONE ZONE



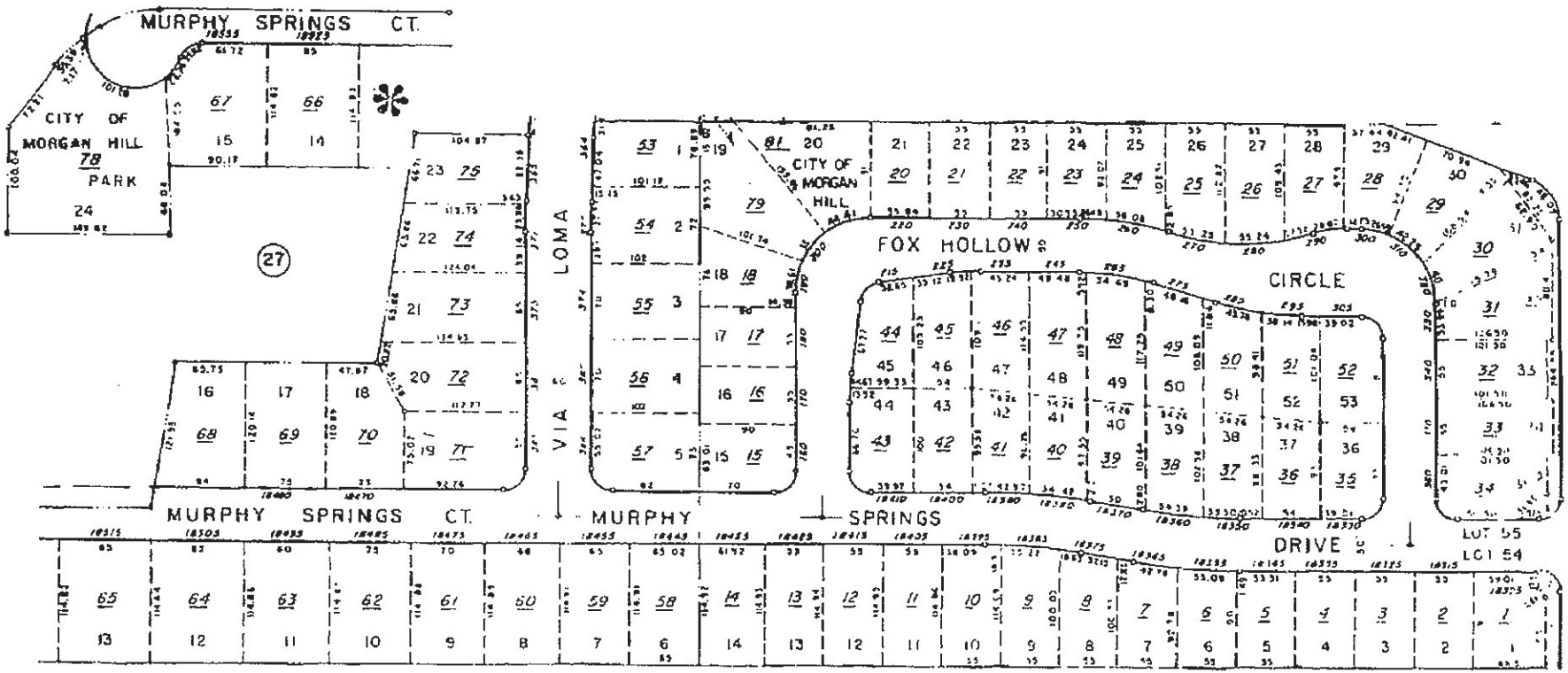

CONTE GARDENS ZONE



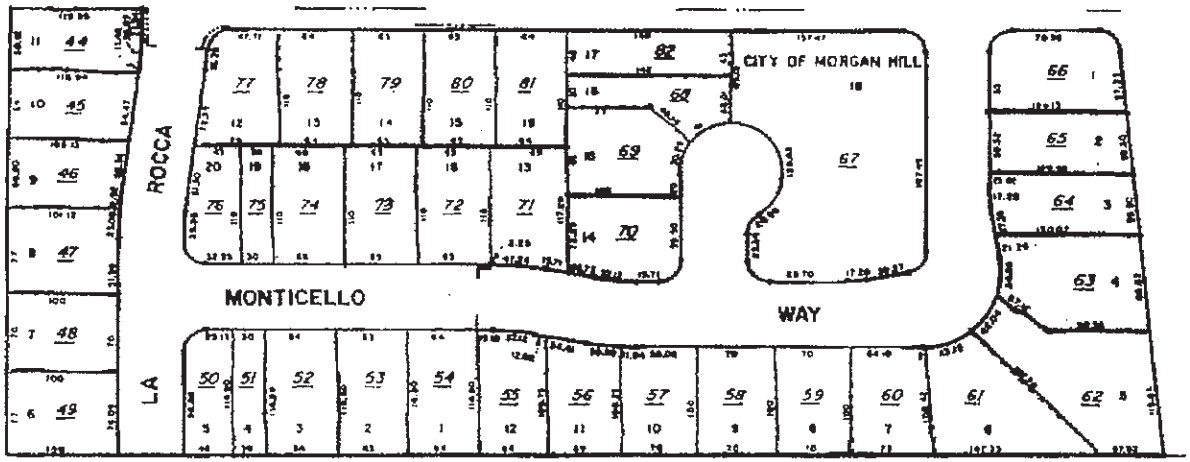

DIANA ESTATES ZONE SHEET 1



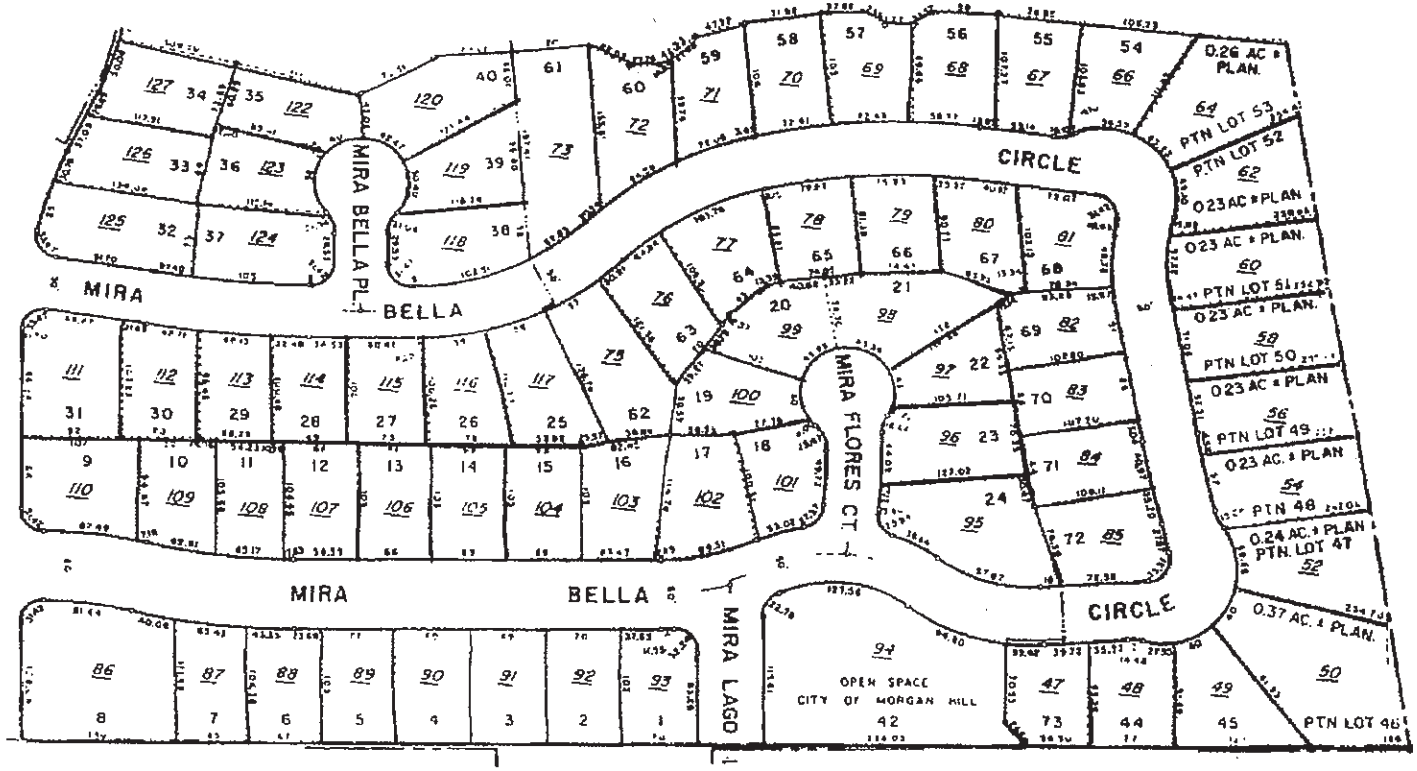

DIANA ESTATES ZONE SHEET 2



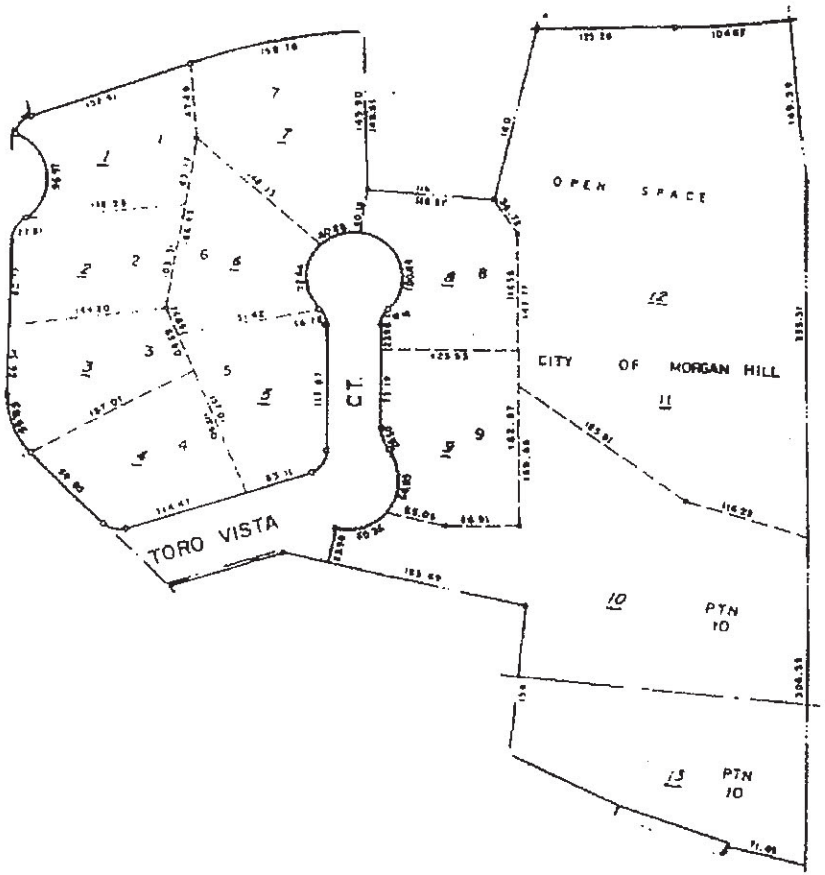

FOX HOLLOW/MURPHY SPRINGS ZONE



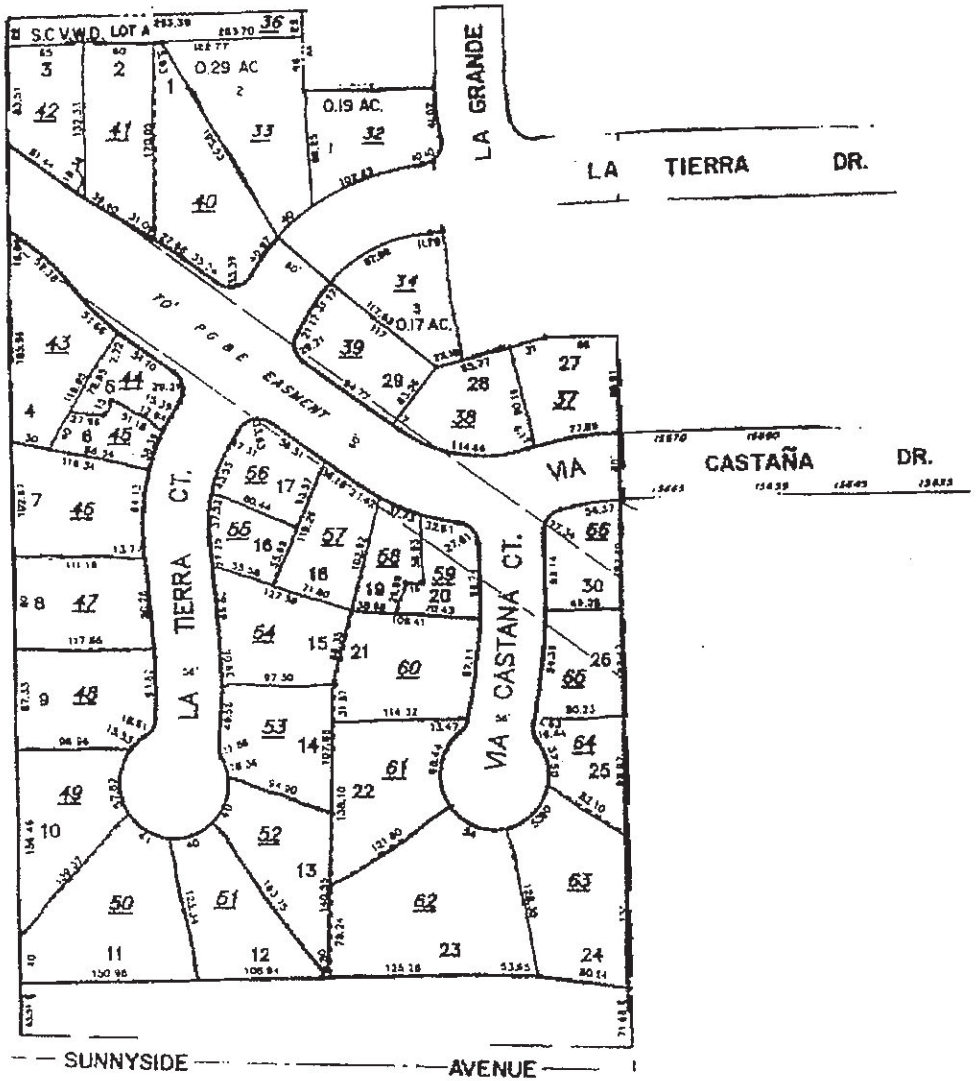

HAMILTON SQUARE ZONE



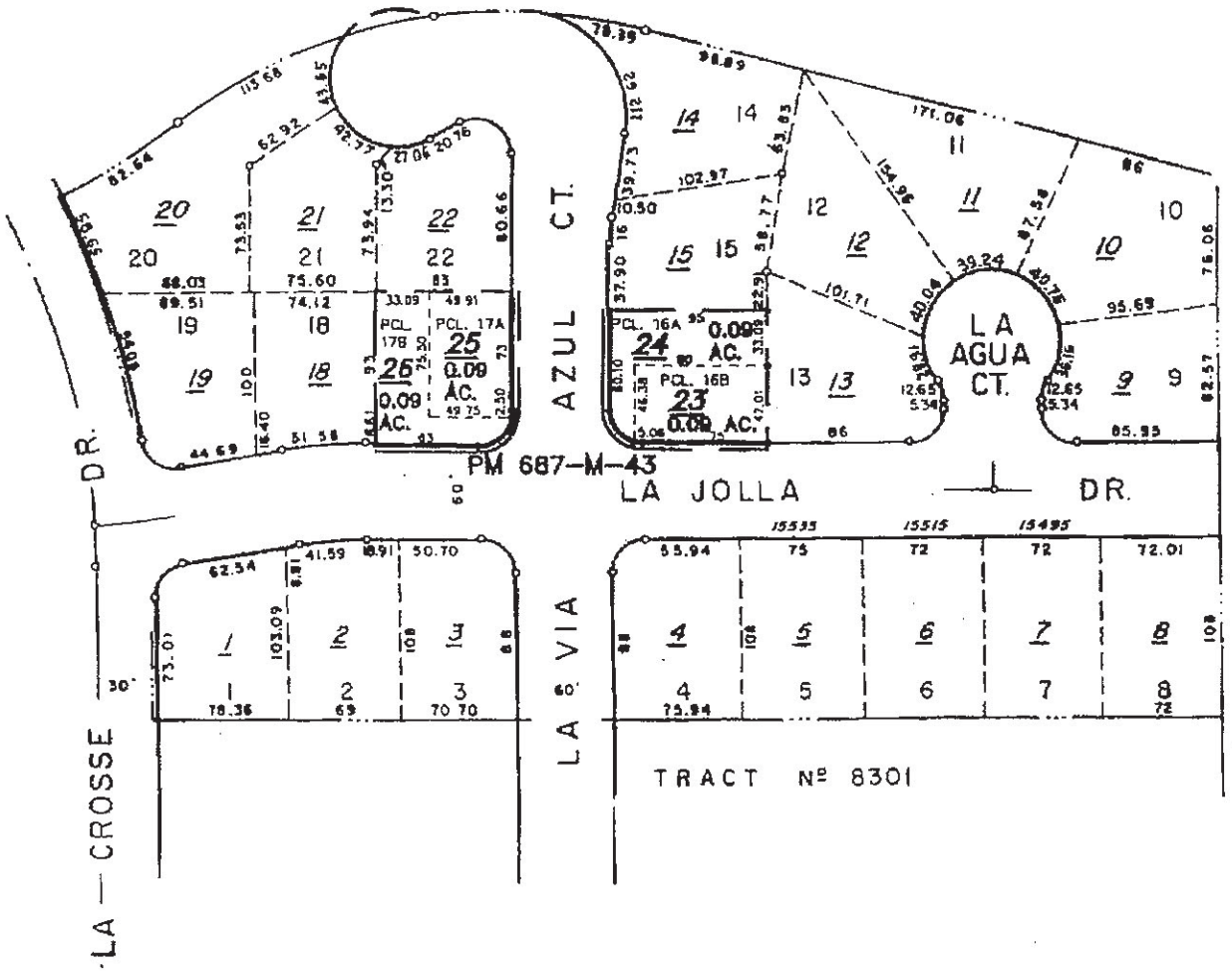

JACKSON MEADOWS #6 ZONE



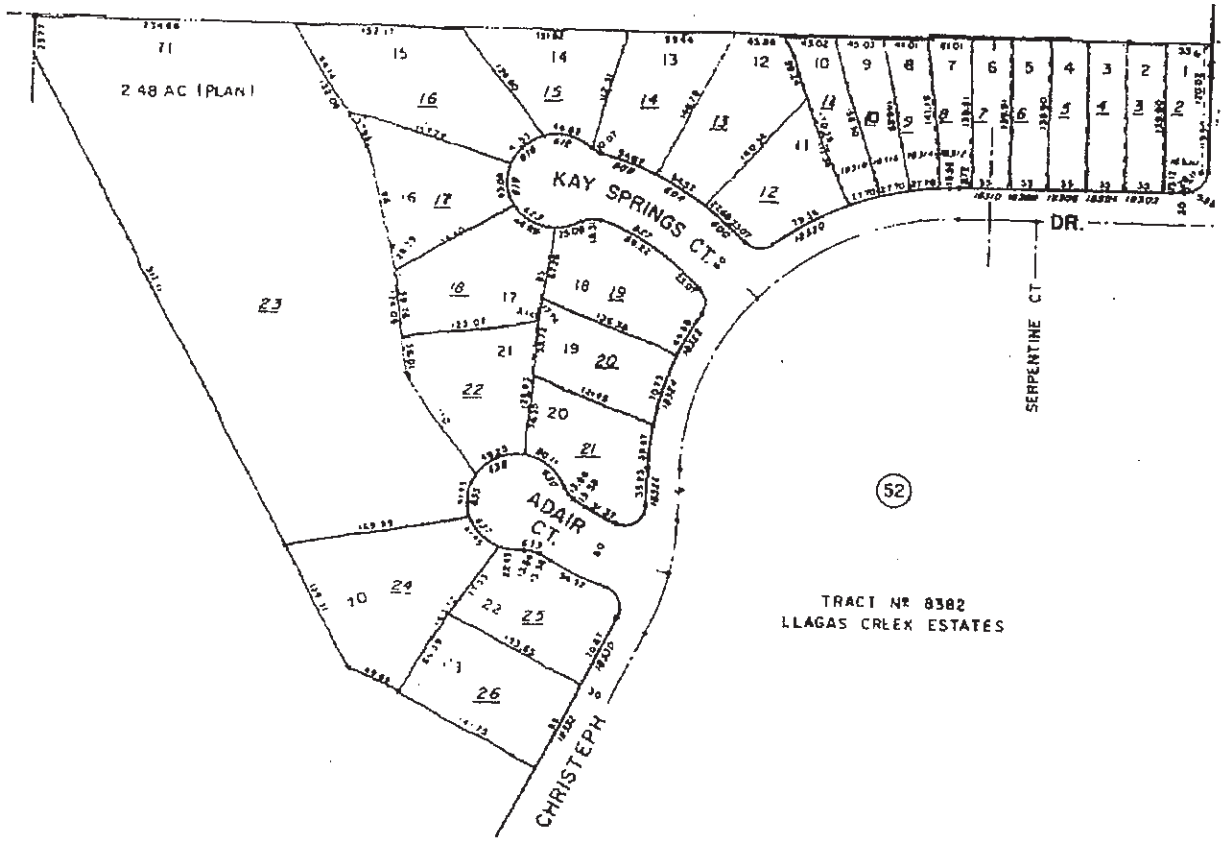

JACKSON MEADOWS #7 ZONE



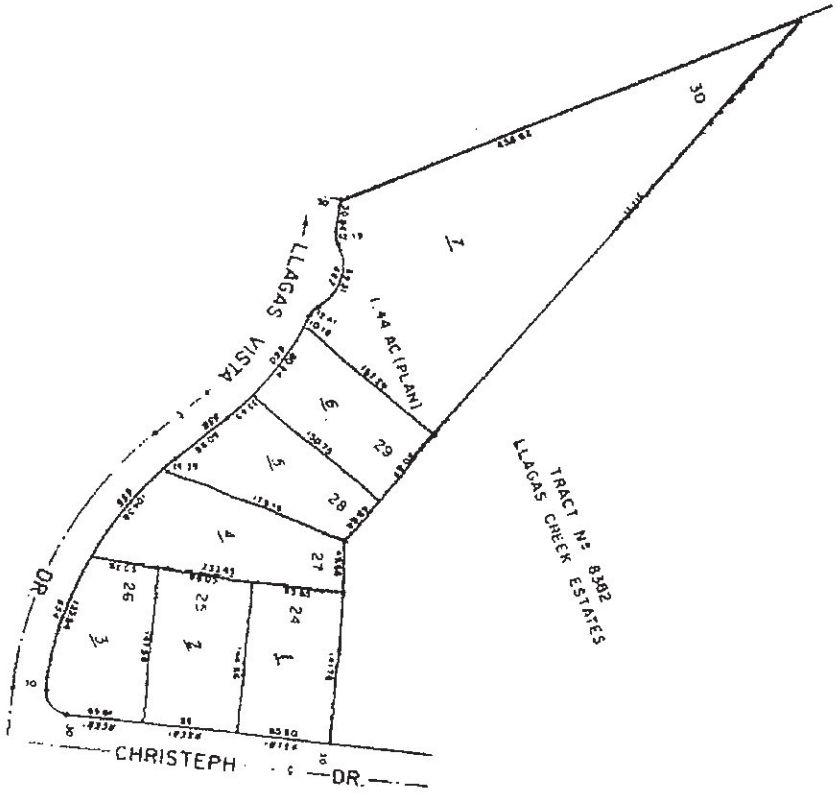

LA GRANDE ESTATES ZONE




LACROSSE/GERA ZONE

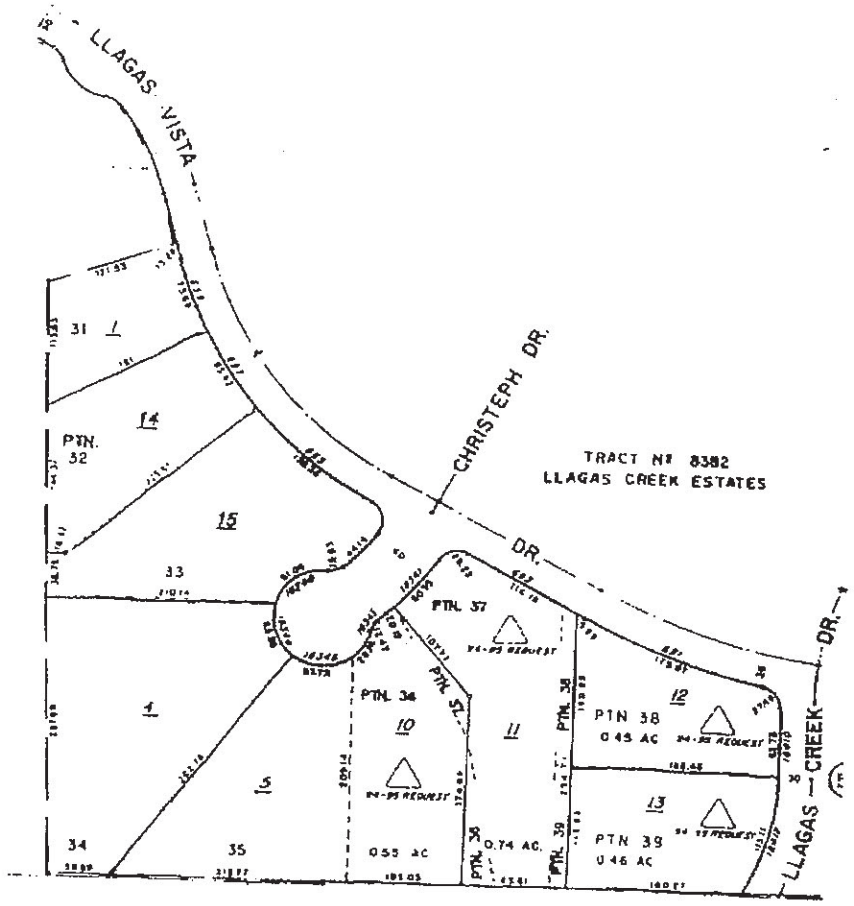



LLAGAS CREEK ESTATES ZONE SHEET 1

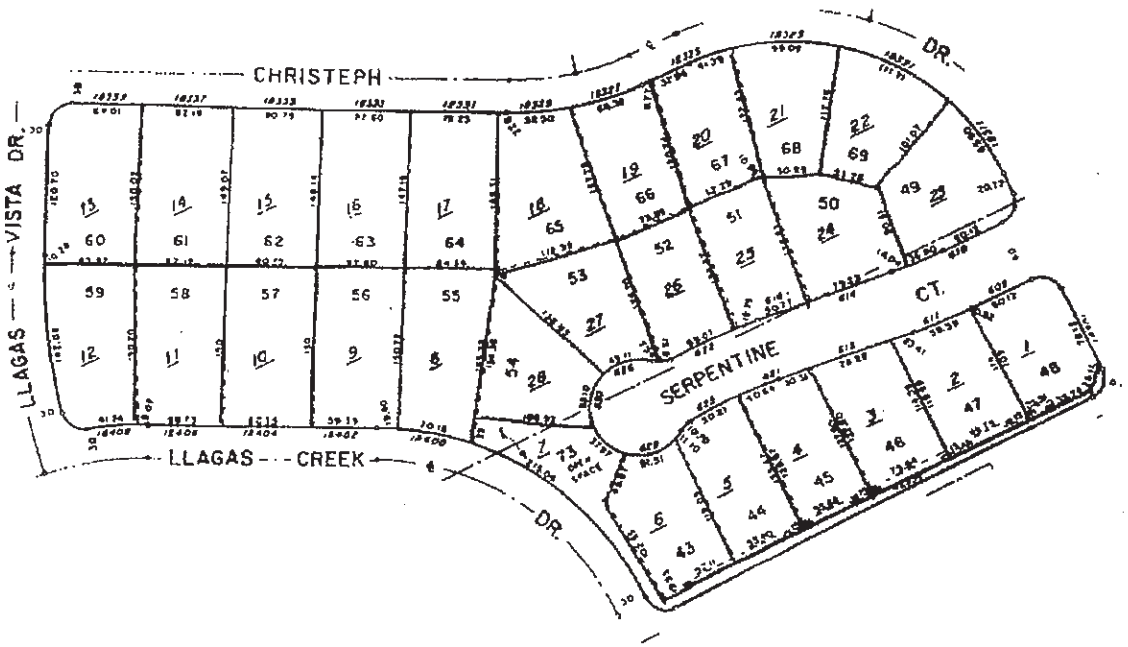



LLAGAS CREEK ESTATES ZONE

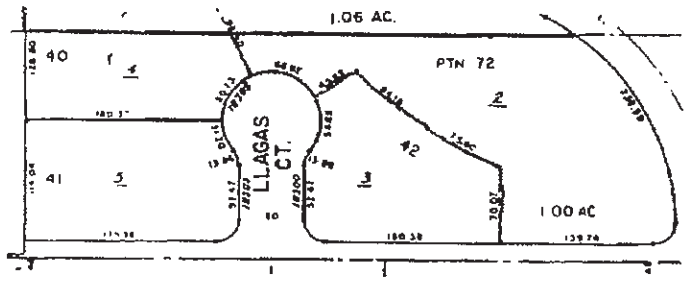
SHEET 2



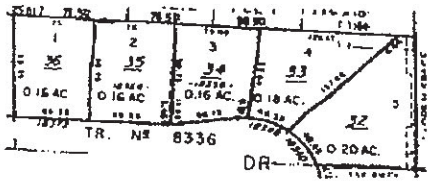

LLAGAS CREEK ESTATES ZONE SHEET 3



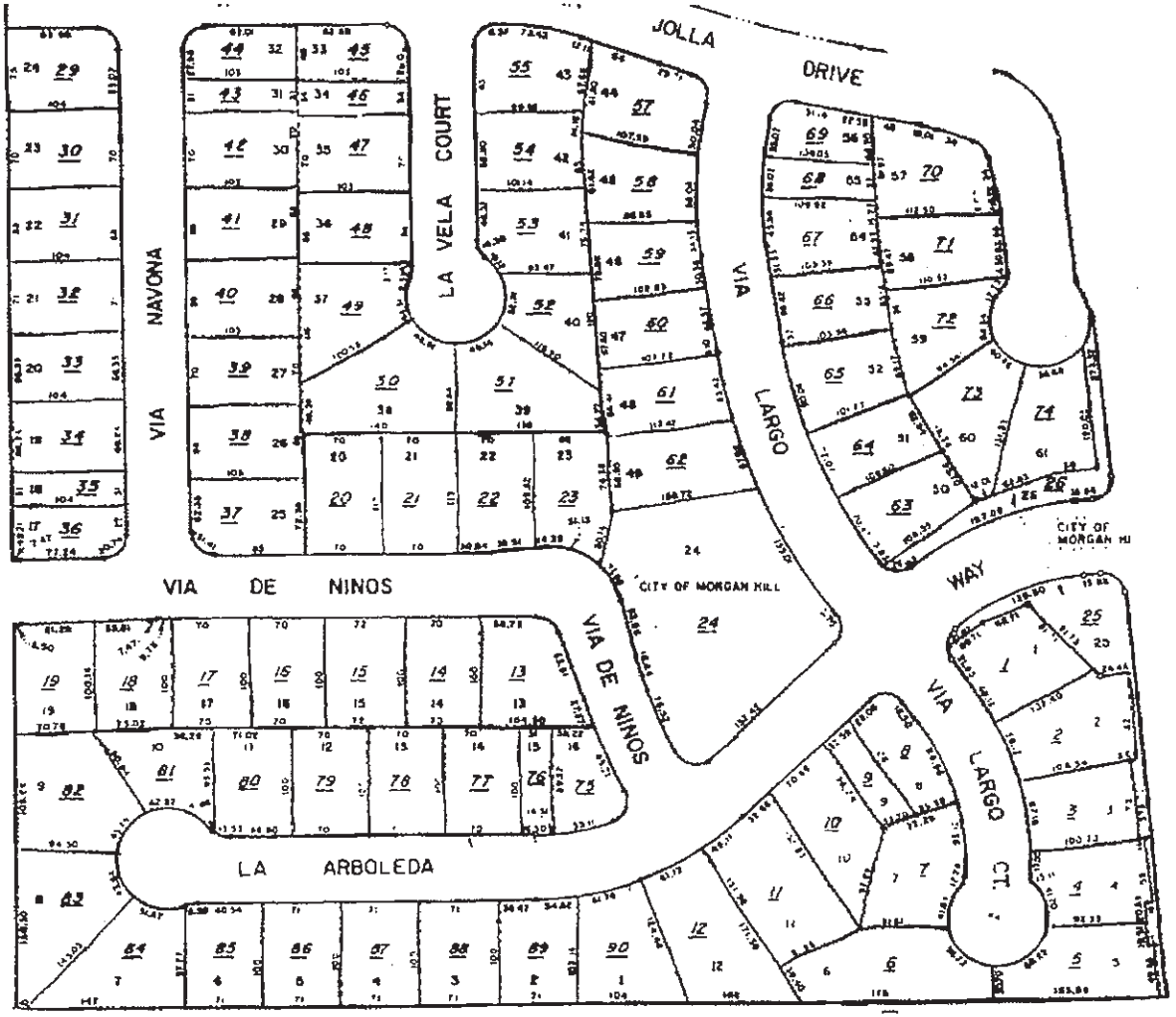

LLAGAS CREEK ESTATES ZONE SHEET 4



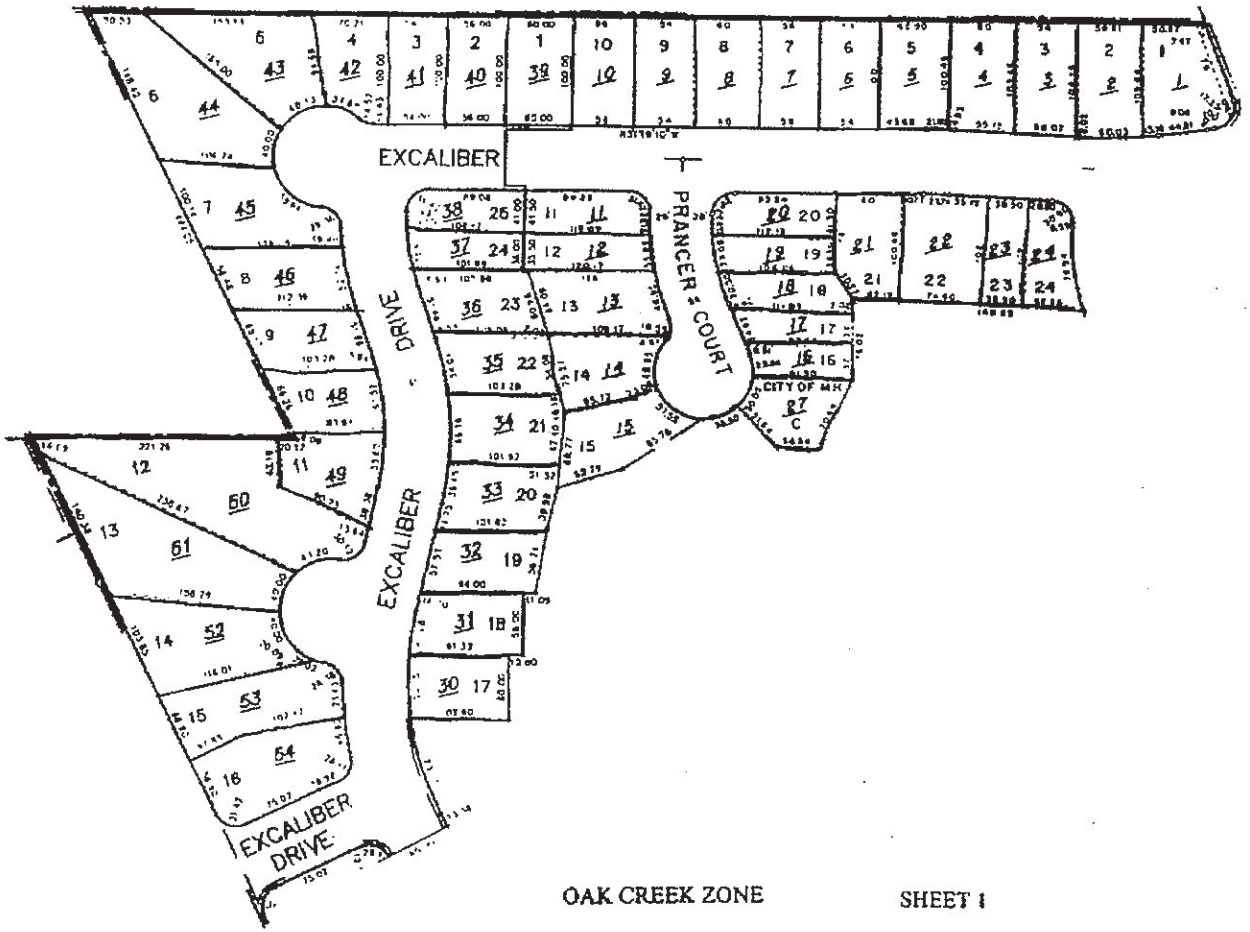

LLAGAS CREEK ESTATES ZONE SHEET 5




LLAGAS/OBATA ZONE



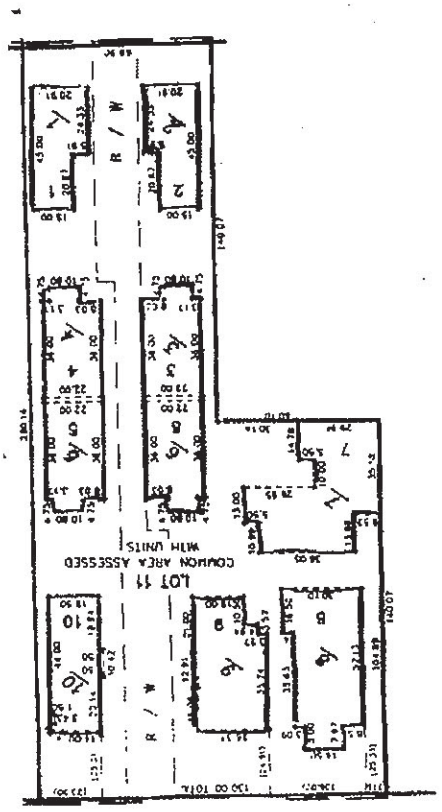

MILL CREEK ZONE



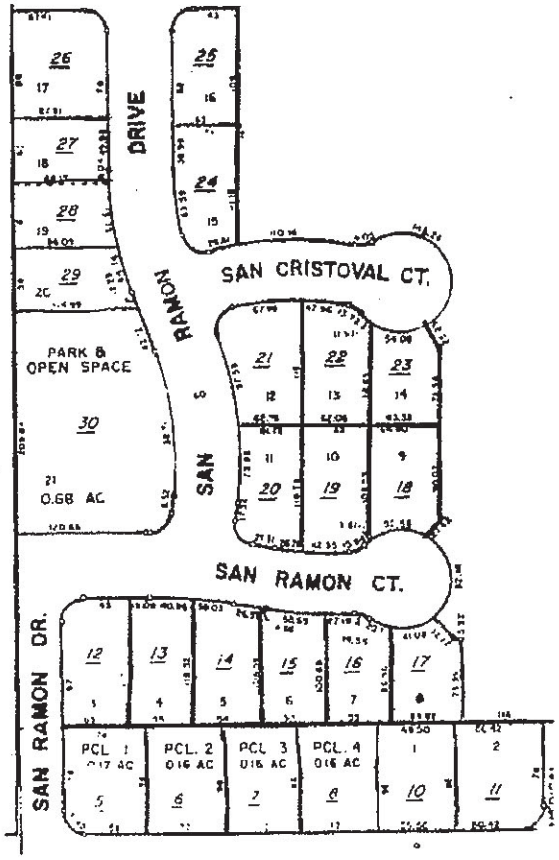

OAK CREEK ZONE SHEET 1



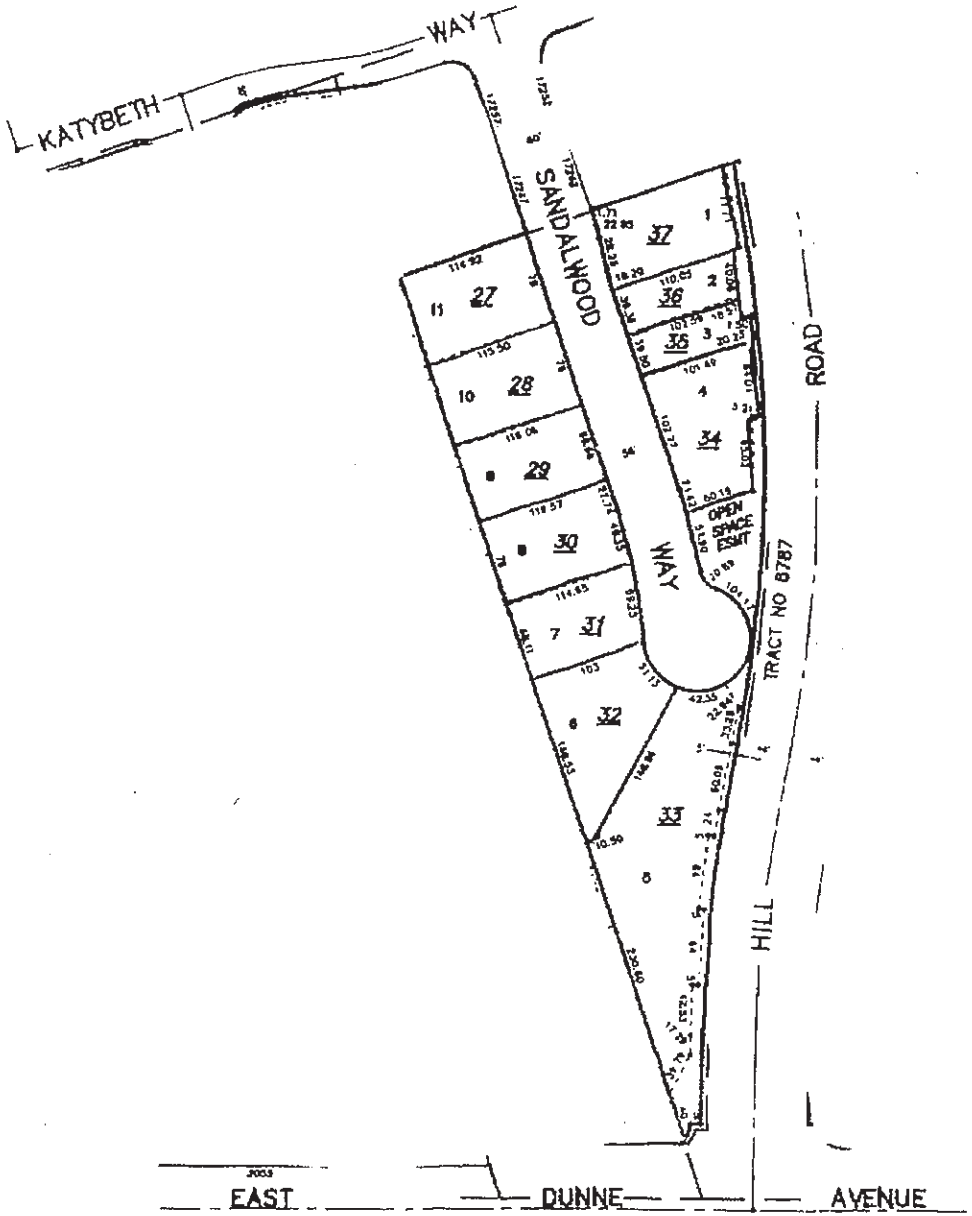

OAK CREEK ZONE SHEET 2



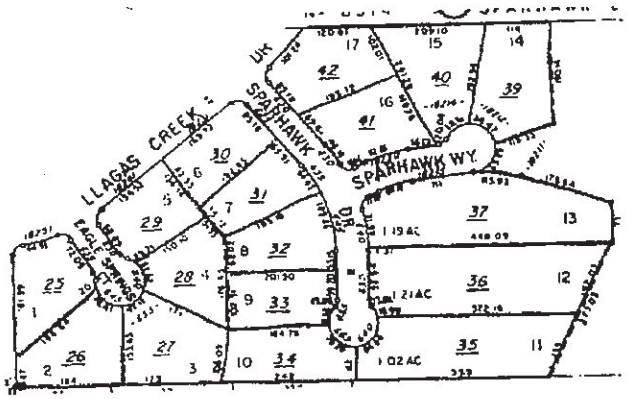

PARSONS CORNER ZONE



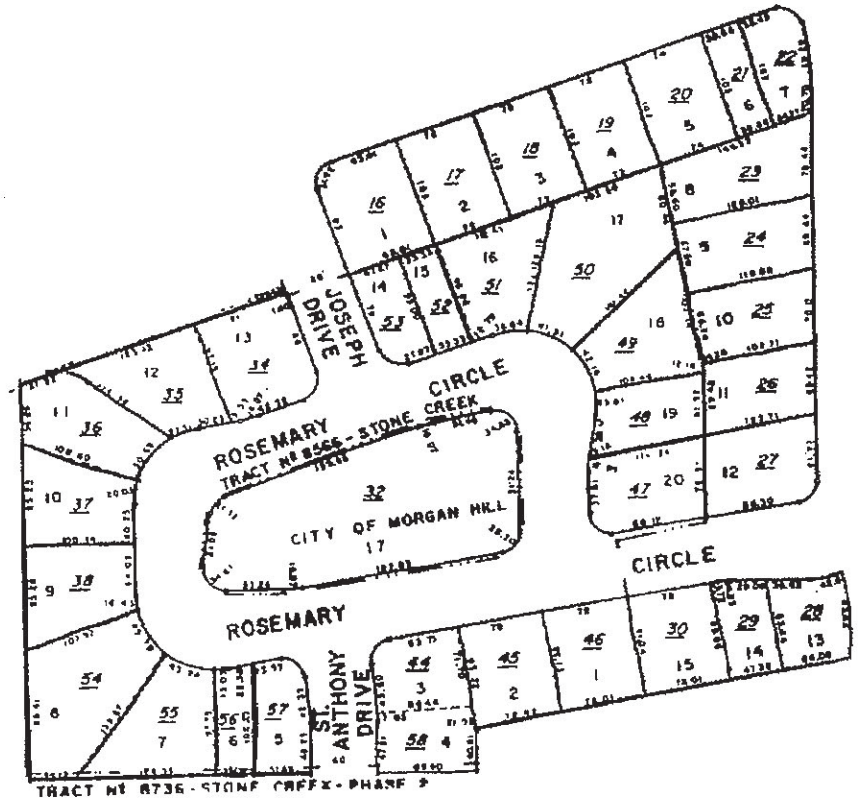

ROSEHAVEN ZONE



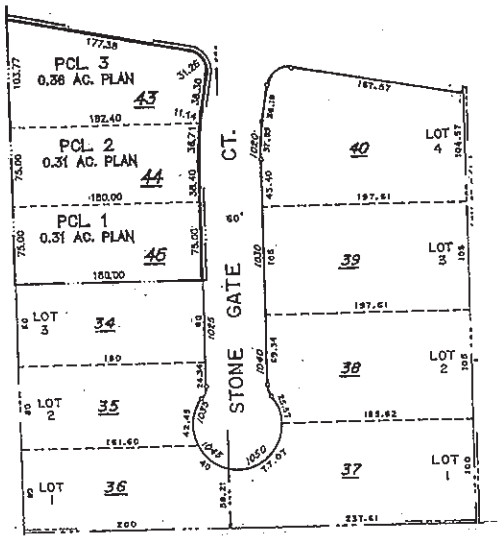

SANDALWOOD ZONE




SPARHAWK ZONE




STONE CREEK ZONE




SUNNYSIDE/STONEGATE ZONE

# 6. ASSESSMENT ROLL

The listing of Fiscal Year 2025/26 assessments is provided per Zone on the following pages. The description of each lot or parcel as part of the records of the County Assessor are, by reference, made part of this Report as well.

# City of Morgan Hill

## Belle Estates

## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 726-16-043 | 450 CALLE CABALLERIA | $310.00 | 1 | $310.00 |
| 726-16-044 | 460 CALLE CABALLERIA | 310.00 | 1 | 310.00 |
| 726-16-045 | 470 CALLE CABALLERIA | 310.00 | 1 | 310.00 |
| 726-16-046 | 480 CALLE CABALLERIA | 310.00 | 1 | 310.00 |
| 726-16-048 | 510 CALLE CABALLERIA | 310.00 | 1 | 310.00 |
| 726-16-050 | 485 CALLE CABALLERIA | 310.00 | 1 | 310.00 |
| 726-16-051 | 475 CALLE CABALLERIA | 310.00 | 1 | 310.00 |
| 726-16-052 | 465 CALLE CABALLERIA | 310.00 | 1 | 310.00 |
| 726-16-053 | 17420 CALLE MAZATAN | 310.00 | 1 | 310.00 |
| 726-16-054 | 525 CALLE CABALLERIA | 310.00 | 1 | 310.00 |
| 726-16-055 | 535 CALLE CABALLERIA | 310.00 | 1 | 310.00 |
| 726-16-056 | 545 CALLE CABALLERIA | 310.00 | 1 | 310.00 |
| 726-16-057 | 555 CALLE CABALLERIA | 310.00 | 1 | 310.00 |
| 726-16-058 | 470 CALLE ASTA | 310.00 | 1 | 310.00 |
| 726-16-059 | 460 CALLE ASTA | 310.00 | 1 | 310.00 |
| 726-16-060 | 450 CALLE ASTA | 310.00 | 1 | 310.00 |
| 726-16-061 | 490 CALLE ASTA | 310.00 | 1 | 310.00 |
| 726-16-062 | 560 CALLE CABALLERIA | 310.00 | 1 | 310.00 |
| 726-16-063 | 550 CALLE CABALLERIA | 310.00 | 1 | 310.00 |
| 726-16-064 | 540 CALLE CABALLERIA | 310.00 | 1 | 310.00 |
| 726-16-065 | 530 CALLE CABALLERIA | 310.00 | 1 | 310.00 |
| 726-16-066 | 520 CALLE CABALLERIA | 310.00 | 1 | 310.00 |
| 726-16-068 | 17482 CALLE CABALLERIA CT | 310.00 | 1 | 310.00 |
| 726-16-069 | 17488 CALLE CABALLERIA CT | 310.00 | 1 | 310.00 |
| 726-16-070 | 17494 CALLE CABALLERIA CT | 310.00 | 1 | 310.00 |
| 726-16-071 | 17500 CALLE CABALLERIA CT | 310.00 | 1 | 310.00 |
| 726-16-072 | 17506 CALLE CABALLERIA CT | 310.00 | 1 | 310.00 |
| 726-16-074 | 17499 CALLE CABALLERIA CT | 310.00 | 1 | 310.00 |
| 726-16-075 | 17493 CALLE CABALLERIA CT | 310.00 | 1 | 310.00 |
| 726-16-076 | 17487 CALLE CABALLERIA CT | 310.00 | 1 | 310.00 |
| 726-16-077 | 475 CALLE ASTA | 310.00 | 1 | 310.00 |
| 726-16-078 | 465 CALLE ASTA | 310.00 | 1 | 310.00 |
| 726-16-079 | 17480 CALLE MAZATAN | 310.00 | 1 | 310.00 |
| 726-16-080 | 17490 CALLE MAZATAN | 310.00 | 1 | 310.00 |
| 726-16-081 | 17500 CALLE MAZATAN | 310.00 | 1 | 310.00 |
| 726-16-082 | 17510 CALLE MAZATAN | 310.00 | 1 | 310.00 |
| **36 Accounts** | | **$11,160.00** | **36** | **$11,160.00** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Chang/Bertelone
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 764-23-050 | 255 BERKSHIRE DR | $550.00 | 1 | $550.00 |
| 764-23-051 | 265 BERKSHIRE DR | 550.00 | 1 | 550.00 |
| 764-23-052 | 275 BERKSHIRE DR | 550.00 | 1 | 550.00 |
| 764-23-053 | 285 BERKSHIRE DR | 550.00 | 1 | 550.00 |
| 764-23-057 | 295 BERKSHIRE DR | 550.00 | 1 | 550.00 |
| 764-23-058 | 325 BERKSHIRE DR | 550.00 | 1 | 550.00 |
| 764-23-059 | 320 BERKSHIRE DR | 550.00 | 1 | 550.00 |
| 764-23-060 | 310 BERKSHIRE DR | 550.00 | 1 | 550.00 |
| **8 Accounts** | | **$4,400.00** | **8** | **$4,400.00** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Conte Gardens
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 728-10-010 | 1987 KATYBETH WAY | $365.00 | 1 | $365.00 |
| 728-10-011 | 1967 KATYBETH WAY | 365.00 | 1 | 365.00 |
| 728-10-012 | 1965 KATYBETH WAY | 365.00 | 1 | 365.00 |
| 728-10-013 | 1970 KATYBETH WAY | 365.00 | 1 | 365.00 |
| 728-10-014 | 1930 CONTE WAY | 365.00 | 1 | 365.00 |
| 728-10-015 | 1920 CONTE WAY | 365.00 | 1 | 365.00 |
| 728-10-016 | 1910 CONTE WAY | 365.00 | 1 | 365.00 |
| 728-10-017 | 1900 CONTE WAY | 365.00 | 1 | 365.00 |
| 728-10-018 | 1890 CONTE WAY | 365.00 | 1 | 365.00 |
| 728-10-019 | 1880 CONTE WAY | 365.00 | 1 | 365.00 |
| 728-10-020 | 1870 CONTE WAY | 365.00 | 1 | 365.00 |
| **11 Accounts** | | **$4,015.00** | **11** | **$4,015.00** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill

## Diana Estates

## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 726-07-042 | 17386 SERENE DR | $139.39 | 1 | $139.38 |
| 726-07-043 | 17390 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-044 | 17394 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-045 | 17398 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-055 | 17399 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-056 | 17395 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-057 | 17391 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-058 | 17387 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-059 | 17383 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-060 | 17379 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-061 | 17375 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-062 | 17371 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-063 | 17367 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-064 | 17363 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-065 | 17359 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-066 | 17355 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-067 | 17351 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-068 | 17347 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-069 | 17343 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-070 | 17339 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-071 | 17335 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-072 | 17331 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-073 | 17327 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-074 | 17323 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-075 | 17319 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-077 | 17378 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-078 | 17382 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-080 | 17315 SERENE DR | 139.39 | 1 | 139.38 |
| 726-07-081 | 17367 WALNUT GROVE DR | 139.39 | 1 | 139.38 |
| 726-07-082 | 17363 WALNUT GROVE DR | 139.39 | 1 | 139.38 |
| 726-07-083 | 17359 WALNUT GROVE DR | 139.39 | 1 | 139.38 |
| 726-07-084 | 17355 WALNUT GROVE DR | 139.39 | 1 | 139.38 |
| 726-07-085 | 17351 WALNUT GROVE DR | 139.39 | 1 | 139.38 |
| 726-07-086 | 17347 WALNUT GROVE DR | 139.39 | 1 | 139.38 |
| 726-07-087 | 17343 WALNUT GROVE DR | 139.39 | 1 | 139.38 |
| 726-08-031 | 875 DIANA AVE | 139.39 | 1 | 139.38 |
| 726-08-032 | 17400 SERENE DR | 139.39 | 1 | 139.38 |
| 726-08-033 | 17406 SERENE DR | 139.39 | 1 | 139.38 |
| 726-08-034 | 17412 SERENE DR | 139.39 | 1 | 139.38 |
| 726-08-035 | 17418 SERENE DR | 139.39 | 1 | 139.38 |
| 726-08-036 | 870 SERENE CT | 139.39 | 1 | 139.38 |
| 726-08-046 | 17449 BELLETTO DR | 139.39 | 1 | 139.38 |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill

## Diana Estates

## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 726-08-047 | 17445 BELLETTO DR | 139.39 | 1 | 139.38 |
| 726-08-048 | 825 WEICHERT DR | 139.39 | 1 | 139.38 |
| 726-08-049 | 826 WEICHERT DR | 139.39 | 1 | 139.38 |
| 726-08-050 | 828 WEICHERT DR | 139.39 | 1 | 139.38 |
| 726-08-051 | 17431 BELLETTO DR | 139.39 | 1 | 139.38 |
| 726-08-052 | 17426 BELLETTO DR | 139.39 | 1 | 139.38 |
| 726-08-053 | 17430 BELLETTO DR | 139.39 | 1 | 139.38 |
| 726-08-054 | 17434 BELLETTO DR | 139.39 | 1 | 139.38 |
| 726-08-055 | 17438 BELLETTO DR | 139.39 | 1 | 139.38 |
| 726-08-056 | 17442 BELLETTO DR | 139.39 | 1 | 139.38 |
| 726-08-057 | 17446 BELLETTO DR | 139.39 | 1 | 139.38 |
| 726-08-058 | 832 ENGLISH WALNUT WAY | 139.39 | 1 | 139.38 |
| 726-08-059 | 834 ENGLISH WALNUT WAY | 139.39 | 1 | 139.38 |
| 726-08-060 | 836 ENGLISH WALNUT WAY | 139.39 | 1 | 139.38 |
| 726-08-061 | 17447 SERENE DR | 139.39 | 1 | 139.38 |
| 726-08-062 | 17441 SERENE DR | 139.39 | 1 | 139.38 |
| 726-08-063 | 17435 SERENE DR | 139.39 | 1 | 139.38 |
| 726-08-064 | 17429 SERENE DR | 139.39 | 1 | 139.38 |
| 726-08-065 | 17423 SERENE DR | 139.39 | 1 | 139.38 |
| 726-08-066 | 17417 SERENE DR | 139.39 | 1 | 139.38 |
| 726-08-067 | 17411 SERENE DR | 139.39 | 1 | 139.38 |
| 726-08-068 | 17405 SERENE DR | 139.39 | 1 | 139.38 |
| **64 Accounts** | | **$8,920.96** | **64** | **$8,920.32** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Fox Hollow
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 764-47-001 | 18305 MURPHY SPRINGS DR | $173.53 | 1 | $173.52 |
| 764-47-002 | 18315 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-003 | 18325 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-004 | 18335 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-005 | 18345 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-006 | 18355 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-007 | 18365 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-008 | 18375 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-009 | 18385 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-010 | 18395 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-011 | 18405 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-012 | 18415 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-013 | 18425 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-014 | 18435 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-015 | 160 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-016 | 170 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-017 | 180 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-018 | 190 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-020 | 220 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-021 | 230 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-022 | 240 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-023 | 250 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-024 | 260 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-025 | 270 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-026 | 280 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-027 | 290 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-028 | 300 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-029 | 310 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-030 | 320 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-031 | 330 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-032 | 340 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-033 | 350 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-034 | 360 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-035 | 18330 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-036 | 18340 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-037 | 18350 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-038 | 18360 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-039 | 18370 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-040 | 18380 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-041 | 18390 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-042 | 18400 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |
| 764-47-043 | 18410 MURPHY SPRINGS DR | 173.53 | 1 | 173.52 |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Fox Hollow
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 764-47-044 | 215 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-045 | 225 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-046 | 235 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-047 | 245 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-048 | 265 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-049 | 275 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-050 | 285 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-051 | 295 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-052 | 305 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| 764-47-053 | 364 VIA LOMA | 173.53 | 1 | 173.52 |
| 764-47-054 | 370 VIA LOMA | 173.53 | 1 | 173.52 |
| 764-47-055 | 374 VIA LOMA | 173.53 | 1 | 173.52 |
| 764-47-056 | 380 VIA LOMA | 173.53 | 1 | 173.52 |
| 764-47-057 | 384 VIA LOMA DR | 173.53 | 1 | 173.52 |
| 764-47-058 | 18445 MURPHY SPRINGS CT | 173.53 | 1 | 173.52 |
| 764-47-059 | 18455 MURPHY SPRINGS CT | 173.53 | 1 | 173.52 |
| 764-47-060 | 18465 MURPHY SPRINGS CT | 173.53 | 1 | 173.52 |
| 764-47-061 | 18475 MURPHY SPRINGS CT | 173.53 | 1 | 173.52 |
| 764-47-062 | 18485 MURPHY SPRINGS CT | 173.53 | 1 | 173.52 |
| 764-47-063 | 18495 MURPHY SPRINGS CT | 173.53 | 1 | 173.52 |
| 764-47-064 | 18505 MURPHY SPRINGS CT | 173.53 | 1 | 173.52 |
| 764-47-065 | 18515 MURPHY SPRINGS CT | 173.53 | 1 | 173.52 |
| 764-47-066 | 18525 MURPHY SPRINGS CT | 173.53 | 1 | 173.52 |
| 764-47-067 | 18535 MURPHY SPRINGS CT | 173.53 | 1 | 173.52 |
| 764-47-068 | 18490 MURPHY SPRINGS CT | 173.53 | 1 | 173.52 |
| 764-47-069 | 18480 MURPHY SPRINGS CT | 173.53 | 1 | 173.52 |
| 764-47-070 | 18470 MURPHY SPRINGS CT | 173.53 | 1 | 173.52 |
| 764-47-071 | 385 VIA LOMA | 173.53 | 1 | 173.52 |
| 764-47-072 | 381 VIA LOMA | 173.53 | 1 | 173.52 |
| 764-47-073 | 375 VIA LOMA DR | 173.53 | 1 | 173.52 |
| 764-47-074 | 371 VIA LOMA | 173.53 | 1 | 173.52 |
| 764-47-075 | 365 VIA LOMA | 173.53 | 1 | 173.52 |
| 764-47-079 | 200 FOX HOLLOW CIR | 173.53 | 1 | 173.52 |
| **75 Accounts** | | **$13,014.75** | **75** | **$13,014.00** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Hamilton Square
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 767-36-044 | 15310 LA ROCCA DR | $425.00 | 1 | $425.00 |
| 767-36-045 | 15320 LA ROCCA DR | 425.00 | 1 | 425.00 |
| 767-36-046 | 15330 LA ROCCA DR | 425.00 | 1 | 425.00 |
| 767-36-047 | 15340 LA ROCCA DR | 425.00 | 1 | 425.00 |
| 767-36-048 | 15350 LA ROCCA DR | 425.00 | 1 | 425.00 |
| 767-36-049 | 15360 LA ROCCA DR | 425.00 | 1 | 425.00 |
| 767-36-050 | 15355 LA ROCCA DR | 425.00 | 1 | 425.00 |
| 767-36-051 | 15215 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-052 | 15209 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-053 | 15203 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-054 | 15197 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-055 | 15191 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-056 | 15185 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-057 | 15179 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-058 | 15173 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-059 | 15167 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-060 | 15161 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-061 | 15155 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-062 | 15149 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-063 | 15143 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-064 | 15137 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-065 | 15131 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-066 | 15125 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-068 | 797 CAMPOBELLO CT | 425.00 | 1 | 425.00 |
| 767-36-069 | 801 CAMPOBELLO CT | 425.00 | 1 | 425.00 |
| 767-36-070 | 805 CAMPOBELLO CT | 425.00 | 1 | 425.00 |
| 767-36-071 | 15190 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-072 | 15196 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-073 | 15202 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-074 | 15208 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-075 | 15214 MONTICELLO WAY | 425.00 | 1 | 425.00 |
| 767-36-076 | 15335 LA ROCCA DR | 425.00 | 1 | 425.00 |
| 767-36-077 | 15235 VIA CORFINIO | 425.00 | 1 | 425.00 |
| 767-36-078 | 15225 VIA CORFINIO | 425.00 | 1 | 425.00 |
| 767-36-079 | 15215 VIA CORFINIO | 425.00 | 1 | 425.00 |
| 767-36-080 | 15205 VIA CORFINIO | 425.00 | 1 | 425.00 |
| 767-36-081 | 15195 VIA CORFINIO | 425.00 | 1 | 425.00 |
| 767-36-082 | 15175 VIA CORFINIO | 425.00 | 1 | 425.00 |
| **38 Accounts** | | **$16,150.00** | **38** | **$16,150.00** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Jackson Meadows #6
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 817-26-047 | 2749 MIRA BELLA CIR | $108.00 | 1 | $108.00 |
| 817-26-048 | 2753 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-049 | 2757 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-066 | 2793 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-067 | 2797 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-068 | 2801 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-069 | 2805 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-070 | 2809 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-071 | 2813 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-072 | 2817 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-073 | 2821 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-075 | 2820 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-076 | 2816 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-077 | 2812 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-078 | 2808 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-079 | 2804 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-080 | 2800 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-081 | 2796 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-082 | 2780 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-083 | 2776 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-084 | 2772 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-085 | 2768 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-086 | 2701 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-087 | 2705 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-088 | 2709 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-089 | 2713 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-090 | 2717 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-091 | 2721 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-092 | 2725 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-093 | 2729 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-095 | 16504 MIRA FLORES CT | 108.00 | 1 | 108.00 |
| 817-26-096 | 16514 MIRA FLORES CT | 108.00 | 1 | 108.00 |
| 817-26-097 | 16524 MIRA FLORES CT | 108.00 | 1 | 108.00 |
| 817-26-098 | 16534 MIRA FLORES CT | 108.00 | 1 | 108.00 |
| 817-26-099 | 16537 MIRA FLORES CT | 108.00 | 1 | 108.00 |
| 817-26-100 | 16527 MIRA FLORES CT | 108.00 | 1 | 108.00 |
| 817-26-101 | 2736 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-102 | 2732 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-103 | 2728 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-104 | 2724 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-105 | 2720 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-106 | 2716 MIRA BELLA CIR | 108.00 | 1 | 108.00 |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Jackson Meadows #6
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 817-26-107 | 2712 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-108 | 2708 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-109 | 2704 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-110 | 2700 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-111 | 2848 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-112 | 2844 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-113 | 2840 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-114 | 2836 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-115 | 2832 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-116 | 2828 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-117 | 2824 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-118 | 16532 MIRA BELLA PL | 108.00 | 1 | 108.00 |
| 817-26-119 | 16542 MIRA BELLA PL | 108.00 | 1 | 108.00 |
| 817-26-120 | 16552 MIRA BELLA PL | 108.00 | 1 | 108.00 |
| 817-26-122 | 16553 MIRA BELLA PL | 108.00 | 1 | 108.00 |
| 817-26-123 | 16543 MIRA BELLA PL | 108.00 | 1 | 108.00 |
| 817-26-124 | 16533 MIRA BELLA PL | 108.00 | 1 | 108.00 |
| 817-26-125 | 16530 TRAIL DR | 108.00 | 1 | 108.00 |
| 817-26-126 | 16540 TRAIL DR | 108.00 | 1 | 108.00 |
| 817-26-127 | 16550 TRAIL DR | 108.00 | 1 | 108.00 |
| 817-26-129 | 2761 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-130 | 2765 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-131 | 2769 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-132 | 2773 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-133 | 2777 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-134 | 2781 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-135 | 2785 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| 817-26-136 | 2789 MIRA BELLA CIR | 108.00 | 1 | 108.00 |
| **70 Accounts** | | **$7,560.00** | **70** | **$7,560.00** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Jackson Meadows #7
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 817-70-001 | 2880 VISTA DEL VALLE | $100.00 | 1 | $100.00 |
| 817-70-002 | 2860 VISTA DEL VALLE | 100.00 | 1 | 100.00 |
| 817-70-003 | 2840 VISTA DEL VALLE | 100.00 | 1 | 100.00 |
| 817-70-004 | 2830 VISTA DEL VALLE | 100.00 | 1 | 100.00 |
| 817-70-005 | 2745 TORO VISTA CT | 100.00 | 1 | 100.00 |
| 817-70-006 | 2765 TORO VISTA CT | 100.00 | 1 | 100.00 |
| 817-70-007 | 2785 TORO VISTA CT | 100.00 | 1 | 100.00 |
| 817-70-008 | 2770 TORO VISTA CT | 100.00 | 1 | 100.00 |
| 817-70-009 | 2750 TORO VISTA CT | 100.00 | 1 | 100.00 |
| 817-70-017 | 2740 TORO VISTA CT | 100.00 | 1 | 100.00 |
| **10 Accounts** | | **$1,000.00** | **10** | **$1,000.00** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## La Grande Estates
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 767-45-032 | 795 LA GRANDE DR | $88.00 | 1 | $88.00 |
| 767-45-033 | 15710 LA TIERRA DR | 88.00 | 1 | 88.00 |
| 767-45-034 | 15695 LA TIERRA DR | 88.00 | 1 | 88.00 |
| 767-45-037 | 15680 VIA CASTANA DR | 88.00 | 1 | 88.00 |
| 767-45-038 | 15690 VIA CASTANA DR | 88.00 | 1 | 88.00 |
| 767-45-039 | 15715 LA TIERRA DR | 88.00 | 1 | 88.00 |
| 767-45-040 | 15720 LA TIERRA DR | 88.00 | 1 | 88.00 |
| 767-45-041 | 15730 VIA CASTANA DR | 88.00 | 1 | 88.00 |
| 767-45-042 | 15740 VIA CASTANA DR | 88.00 | 1 | 88.00 |
| 767-45-043 | 15735 VIA CASTANA DR | 88.00 | 1 | 88.00 |
| 767-45-044 | 15725 VIA CASTANA DR | 88.00 | 1 | 88.00 |
| 767-45-045 | 811 LA TIERRA CT | 88.00 | 1 | 88.00 |
| 767-45-046 | 821 LA TIERRA CT | 88.00 | 1 | 88.00 |
| 767-45-047 | 831 LA TIERRA CT | 88.00 | 1 | 88.00 |
| 767-45-048 | 841 LA TIERRA CT | 88.00 | 1 | 88.00 |
| 767-45-049 | 851 LA TIERRA CT | 88.00 | 1 | 88.00 |
| 767-45-050 | 861 LA TIERRA CT | 88.00 | 1 | 88.00 |
| 767-45-051 | 856 LA TIERRA CT | 88.00 | 1 | 88.00 |
| 767-45-052 | 846 LA TIERRA CT | 88.00 | 1 | 88.00 |
| 767-45-053 | 836 LA TIERRA CT | 88.00 | 1 | 88.00 |
| 767-45-054 | 826 LA TIERRA CT | 88.00 | 1 | 88.00 |
| 767-45-055 | 816 LA TIERRA CT | 88.00 | 1 | 88.00 |
| 767-45-056 | 806 LA TIERRA CT | 88.00 | 1 | 88.00 |
| 767-45-057 | 15705 VIA CASTANA DR | 88.00 | 1 | 88.00 |
| 767-45-058 | 15695 VIA CASTANA DR | 88.00 | 1 | 88.00 |
| 767-45-059 | 815 VIA CASTANA CT | 88.00 | 1 | 88.00 |
| 767-45-060 | 825 VIA CASTANA CT | 88.00 | 1 | 88.00 |
| 767-45-061 | 835 VIA CASTANA CT | 88.00 | 1 | 88.00 |
| 767-45-062 | 845 VIA CASTANA CT | 88.00 | 1 | 88.00 |
| 767-45-063 | 850 VIA CASTANA CT | 88.00 | 1 | 88.00 |
| 767-45-064 | 840 VIA CASTANA CT | 88.00 | 1 | 88.00 |
| 767-45-065 | 830 VIA CASTANA CT | 88.00 | 1 | 88.00 |
| **32 Accounts** | | **$2,816.00** | **32** | **$2,816.00** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Lacrosse/Gera
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 767-46-001 | 15635 LA JOLLA DR | $50.00 | 1 | $50.00 |
| 767-46-002 | 15615 LA JOLLA DR | 50.00 | 1 | 50.00 |
| 767-46-003 | 15595 LA JOLLA DR | 50.00 | 1 | 50.00 |
| 767-46-004 | 15555 LA JOLLA DR | 50.00 | 1 | 50.00 |
| 767-46-005 | 15535 LA JOLLA DR | 50.00 | 1 | 50.00 |
| 767-46-006 | 15515 LA JOLLA DR | 50.00 | 1 | 50.00 |
| 767-46-007 | 15495 LA JOLLA DR | 50.00 | 1 | 50.00 |
| 767-46-008 | 15475 LA JOLLA DR | 50.00 | 1 | 50.00 |
| 767-46-009 | 200 LA AGUA CT | 50.00 | 1 | 50.00 |
| 767-46-010 | 210 LA AGUA CT | 50.00 | 1 | 50.00 |
| 767-46-011 | 225 LA AGUA CT | 50.00 | 1 | 50.00 |
| 767-46-012 | 215 LA AGUA CT | 50.00 | 1 | 50.00 |
| 767-46-013 | 205 LA AGUA CT | 50.00 | 1 | 50.00 |
| 767-46-014 | 230 LA VIA AZUL CT | 50.00 | 1 | 50.00 |
| 767-46-015 | 220 LA VIA AZUL CT | 50.00 | 1 | 50.00 |
| 767-46-018 | 15620 LA JOLLA DR | 50.00 | 1 | 50.00 |
| 767-46-019 | 15640 LA JOLLA DR | 50.00 | 1 | 50.00 |
| 767-46-020 | 225 LA VIA AZUL CT | 50.00 | 1 | 50.00 |
| 767-46-021 | 215 LA VIA AZUL CT | 50.00 | 1 | 50.00 |
| 767-46-022 | 205 LA VIA AZUL CT | 50.00 | 1 | 50.00 |
| 767-46-023 | 15560 LA JOLLA DR | 50.00 | 1 | 50.00 |
| 767-46-024 | 210 LA VIA AZUL CT | 50.00 | 1 | 50.00 |
| 767-46-025 | 203 LA VIA AZUL CT | 50.00 | 1 | 50.00 |
| 767-46-026 | 15600 LA JOLLA DR | 50.00 | 1 | 50.00 |
| **24 Accounts** | | **$1,200.00** | **24** | **$1,200.00** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Llagas Creek
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 764-49-002 | 18300 CHRISTEPH DR | $343.00 | 1 | $343.00 |
| 764-49-003 | 18302 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-49-004 | 18304 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-49-005 | 18306 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-49-006 | 18308 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-49-007 | 18310 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-49-008 | 18312 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-49-009 | 18314 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-49-010 | 18316 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-49-011 | 18318 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-49-012 | 600 KAY SPRINGS CT | 343.00 | 1 | 343.00 |
| 764-49-013 | 604 KAY SPRINGS CT | 343.00 | 1 | 343.00 |
| 764-49-014 | 608 KAY SPRINGS CT | 343.00 | 1 | 343.00 |
| 764-49-015 | 612 KAY SPRINGS CT | 343.00 | 1 | 343.00 |
| 764-49-016 | 616 KAY SPRINGS CT | 343.00 | 1 | 343.00 |
| 764-49-017 | 619 KAY SPRINGS CT | 343.00 | 1 | 343.00 |
| 764-49-018 | 623 KAY SPRINGS CT | 343.00 | 1 | 343.00 |
| 764-49-019 | 627 KAY SPRINGS CT | 343.00 | 1 | 343.00 |
| 764-49-020 | 18324 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-49-021 | 18326 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-49-022 | 632 ADAIR CT | 343.00 | 1 | 343.00 |
| 764-49-023 | 635 ADAIR CT | 343.00 | 1 | 343.00 |
| 764-49-024 | 637 ADAIR CT | 343.00 | 1 | 343.00 |
| 764-49-025 | 639 ADAIR CT | 343.00 | 1 | 343.00 |
| 764-49-026 | 18332 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-50-001 | 18334 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-50-002 | 18336 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-50-003 | 654 LLAGAS VISTA DR | 343.00 | 1 | 343.00 |
| 764-50-004 | 656 LLAGAS VISTA DR | 343.00 | 1 | 343.00 |
| 764-50-005 | 658 LLAGAS VISTA DR | 343.00 | 1 | 343.00 |
| 764-50-006 | 660 LLAGAS VISTA DR | 343.00 | 1 | 343.00 |
| 764-50-007 | 662 LLAGAS VISTA DR | 343.00 | 1 | 343.00 |
| 764-51-001 | 659 LLAGAS VISTA DR | 343.00 | 1 | 343.00 |
| 764-51-004 | 18344 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-51-005 | 18345 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-51-010 | 18343 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-51-011 | 18341 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-51-012 | 651 LLAGAS VISTA DR | 343.00 | 1 | 343.00 |
| 764-51-013 | 18412 LLAGAS CREEK DR | 343.00 | 1 | 343.00 |
| 764-51-014 | 657 LLAGAS VISTA DR | 343.00 | 1 | 343.00 |
| 764-51-015 | 655 LLAGAS VISTA DR | 343.00 | 1 | 343.00 |
| 764-52-001 | 609 SERPENTINE CT | 343.00 | 1 | 343.00 |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Llagas Creek
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 764-52-002 | 611 SERPENTINE CT | 343.00 | 1 | 343.00 |
| 764-52-003 | 615 SERPENTINE CT | 343.00 | 1 | 343.00 |
| 764-52-004 | 621 SERPENTINE CT | 343.00 | 1 | 343.00 |
| 764-52-005 | 625 SERPENTINE CT | 343.00 | 1 | 343.00 |
| 764-52-006 | 629 SERPENTINE CT | 343.00 | 1 | 343.00 |
| 764-52-008 | 18400 LLAGAS CREEK DR | 343.00 | 1 | 343.00 |
| 764-52-009 | 18402 LLAGAS CREEK DR | 343.00 | 1 | 343.00 |
| 764-52-010 | 18404 LLAGAS CREEK DR | 343.00 | 1 | 343.00 |
| 764-52-011 | 18406 LLAGAS CREEK DR | 343.00 | 1 | 343.00 |
| 764-52-012 | 650 LLAGAS VISTA DR | 343.00 | 1 | 343.00 |
| 764-52-013 | 18339 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-52-014 | 18337 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-52-015 | 18335 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-52-016 | 18333 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-52-017 | 18331 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-52-018 | 18329 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-52-019 | 18327 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-52-020 | 18325 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-52-021 | 18323 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-52-022 | 18321 CHRISTEPH DR | 343.00 | 1 | 343.00 |
| 764-52-023 | 610 SERPENTINE CT | 343.00 | 1 | 343.00 |
| 764-52-024 | 614 SERPENTINE CT | 343.00 | 1 | 343.00 |
| 764-52-025 | 618 SERPENTINE CT | 343.00 | 1 | 343.00 |
| 764-52-026 | 622 SERPENTINE CT | 343.00 | 1 | 343.00 |
| 764-52-027 | 626 SERPENTINE CT | 343.00 | 1 | 343.00 |
| 764-52-028 | 630 SERPENTINE CT | 343.00 | 1 | 343.00 |
| 764-53-003 | 18300 LLAGAS CT | 343.00 | 1 | 343.00 |
| 764-53-004 | 18305 LLAGAS CT | 343.00 | 1 | 343.00 |
| 764-53-005 | 18303 LLAGAS CT | 343.00 | 1 | 343.00 |
| **71 Accounts** | | **$24,353.00** | **71** | **$24,353.00** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Llagas/Obata
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 764-23-032 | 300 BERKSHIRE DR | $450.00 | 1 | $450.00 |
| 764-23-033 | 290 BERKSHIRE DR | 450.00 | 1 | 450.00 |
| 764-23-034 | 280 BERKSHIRE DR | 450.00 | 1 | 450.00 |
| 764-23-035 | 270 BERKSHIRE DR | 450.00 | 1 | 450.00 |
| 764-23-036 | 260 BERKSHIRE DR | 450.00 | 1 | 450.00 |
| **5 Accounts** | | **$2,250.00** | **5** | **$2,250.00** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Mill Creek
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 767-47-001 | 380 VIA LARGO CT | $285.00 | 1 | $285.00 |
| 767-47-002 | 390 VIA LARGO CT | 285.00 | 1 | 285.00 |
| 767-47-003 | 400 VIA LARGO CT | 285.00 | 1 | 285.00 |
| 767-47-004 | 410 VIA LARGO CT | 285.00 | 1 | 285.00 |
| 767-47-005 | 420 VIA LARGO CT | 285.00 | 1 | 285.00 |
| 767-47-006 | 415 VIA LARGO CT | 285.00 | 1 | 285.00 |
| 767-47-007 | 405 VIA LARGO CT | 285.00 | 1 | 285.00 |
| 767-47-008 | 385 VIA LARGO CT | 285.00 | 1 | 285.00 |
| 767-47-009 | 15325 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |
| 767-47-010 | 15335 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |
| 767-47-011 | 15345 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |
| 767-47-012 | 15355 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |
| 767-47-013 | 15363 VIA DE NINOS | 285.00 | 1 | 285.00 |
| 767-47-014 | 15367 VIA DE NINOS | 285.00 | 1 | 285.00 |
| 767-47-015 | 15371 VIA DE NINOS | 285.00 | 1 | 285.00 |
| 767-47-016 | 15375 VIA DE NINOS | 285.00 | 1 | 285.00 |
| 767-47-017 | 15379 VIA DE NINOS | 285.00 | 1 | 285.00 |
| 767-47-018 | 15383 VIA DE NINOS | 285.00 | 1 | 285.00 |
| 767-47-019 | 15387 VIA DE NINOS | 285.00 | 1 | 285.00 |
| 767-47-020 | 15372 VIA DE NINOS | 285.00 | 1 | 285.00 |
| 767-47-021 | 15368 VIA DE NINOS | 285.00 | 1 | 285.00 |
| 767-47-022 | 15364 VIA DE NINOS | 285.00 | 1 | 285.00 |
| 767-47-023 | 15360 VIA DE NINOS | 285.00 | 1 | 285.00 |
| 767-47-029 | 319 VIA NAVONA | 285.00 | 1 | 285.00 |
| 767-47-030 | 329 VIA NAVONA | 285.00 | 1 | 285.00 |
| 767-47-031 | 339 VIA NAVONA | 285.00 | 1 | 285.00 |
| 767-47-032 | 349 VIA NAVONA | 285.00 | 1 | 285.00 |
| 767-47-033 | 359 VIA NAVONA | 285.00 | 1 | 285.00 |
| 767-47-034 | 369 VIA NAVONA | 285.00 | 1 | 285.00 |
| 767-47-035 | 379 VIA NAVONA | 285.00 | 1 | 285.00 |
| 767-47-036 | 15380 VIA DE NINOS | 285.00 | 1 | 285.00 |
| 767-47-037 | 384 VIA NAVONA | 285.00 | 1 | 285.00 |
| 767-47-038 | 374 VIA NAVONA | 285.00 | 1 | 285.00 |
| 767-47-039 | 364 VIA NAVONA | 285.00 | 1 | 285.00 |
| 767-47-040 | 354 VIA NAVONA | 285.00 | 1 | 285.00 |
| 767-47-041 | 344 VIA NAVONA | 285.00 | 1 | 285.00 |
| 767-47-042 | 334 VIA NAVONA | 285.00 | 1 | 285.00 |
| 767-47-043 | 324 VIA NAVONA | 285.00 | 1 | 285.00 |
| 767-47-044 | 15435 LA JOLLA DR | 285.00 | 1 | 285.00 |
| 767-47-045 | 15415 LA JOLLA DR | 285.00 | 1 | 285.00 |
| 767-47-046 | 327 LA VELA CT | 285.00 | 1 | 285.00 |
| 767-47-047 | 337 LA VELA CT | 285.00 | 1 | 285.00 |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Mill Creek
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 767-47-048 | 347 LA VELA CT | 285.00 | 1 | 285.00 |
| 767-47-049 | 357 LA VELA CT | 285.00 | 1 | 285.00 |
| 767-47-050 | 367 LA VELA CT | 285.00 | 1 | 285.00 |
| 767-47-051 | 352 LA VELA CT | 285.00 | 1 | 285.00 |
| 767-47-052 | 342 LA VELA CT | 285.00 | 1 | 285.00 |
| 767-47-053 | 332 LA VELA CT | 285.00 | 1 | 285.00 |
| 767-47-054 | 322 LA VELA CT | 285.00 | 1 | 285.00 |
| 767-47-055 | 312 LA VELA CT | 285.00 | 1 | 285.00 |
| 767-47-057 | 315 VIA LARGO | 285.00 | 1 | 285.00 |
| 767-47-058 | 325 VIA LARGO | 285.00 | 1 | 285.00 |
| 767-47-059 | 335 VIA LARGO | 285.00 | 1 | 285.00 |
| 767-47-060 | 345 VIA LARGO | 285.00 | 1 | 285.00 |
| 767-47-061 | 355 VIA LARGO | 285.00 | 1 | 285.00 |
| 767-47-062 | 365 VIA LARGO | 285.00 | 1 | 285.00 |
| 767-47-063 | 370 VIA LARGO | 285.00 | 1 | 285.00 |
| 767-47-064 | 360 VIA LARGO | 285.00 | 1 | 285.00 |
| 767-47-065 | 350 VIA LARGO | 285.00 | 1 | 285.00 |
| 767-47-066 | 340 VIA LARGO | 285.00 | 1 | 285.00 |
| 767-47-067 | 330 VIA LARGO | 285.00 | 1 | 285.00 |
| 767-47-068 | 320 VIA LARGO | 285.00 | 1 | 285.00 |
| 767-47-069 | 15355 LA JOLLA DR | 285.00 | 1 | 285.00 |
| 767-47-070 | 15335 LA JOLLA DR | 285.00 | 1 | 285.00 |
| 767-47-071 | 15315 LA JOLLA DR | 285.00 | 1 | 285.00 |
| 767-47-072 | 15295 LA JOLLA DR | 285.00 | 1 | 285.00 |
| 767-47-073 | 15275 LA JOLLA DR | 285.00 | 1 | 285.00 |
| 767-47-074 | 15255 LA JOLLA DR | 285.00 | 1 | 285.00 |
| 767-47-075 | 15359 VIA DE NINOS | 285.00 | 1 | 285.00 |
| 767-47-076 | 15370 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |
| 767-47-077 | 15380 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |
| 767-47-078 | 15390 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |
| 767-47-079 | 15400 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |
| 767-47-080 | 15410 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |
| 767-47-081 | 15420 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |
| 767-47-082 | 15430 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |
| 767-47-083 | 15435 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |
| 767-47-084 | 15425 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |
| 767-47-085 | 15415 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |
| 767-47-086 | 15405 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |
| 767-47-087 | 15395 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |
| 767-47-088 | 15385 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |
| 767-47-089 | 15375 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |
| 767-47-090 | 15365 LA ARBOLEDA WAY | 285.00 | 1 | 285.00 |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Mill Creek
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| **84 Accounts** | | **$23,940.00** | **84** | **$23,940.00** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Oak Creek I, II, III
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 779-51-001 | 14700 EXCALIBER DR | $425.00 | 1 | $425.00 |
| 779-51-002 | 14704 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-003 | 14708 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-004 | 14712 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-005 | 14716 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-006 | 14720 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-007 | 14724 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-008 | 14728 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-009 | 14732 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-010 | 14736 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-011 | 14737 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-012 | 923 PRANCER CT | 425.00 | 1 | 425.00 |
| 779-51-013 | 927 PRANCER CT | 425.00 | 1 | 425.00 |
| 779-51-014 | 931 PRANCER CT | 425.00 | 1 | 425.00 |
| 779-51-015 | 935 PRANCER CT | 425.00 | 1 | 425.00 |
| 779-51-016 | 930 PRANCER CT | 425.00 | 1 | 425.00 |
| 779-51-017 | 926 PRANCER CT | 425.00 | 1 | 425.00 |
| 779-51-018 | 922 PRANCER CT | 425.00 | 1 | 425.00 |
| 779-51-019 | 918 PRANCER CT | 425.00 | 1 | 425.00 |
| 779-51-020 | 14725 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-021 | 14721 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-022 | 14717 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-023 | 14713 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-024 | 921 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-51-030 | 14791 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-031 | 14787 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-032 | 14783 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-033 | 14779 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-034 | 14775 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-035 | 14771 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-036 | 14767 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-037 | 14763 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-038 | 14755 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-039 | 14740 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-040 | 14744 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-041 | 14748 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-042 | 14752 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-043 | 14756 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-044 | 14760 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-045 | 14764 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-046 | 14768 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-047 | 14772 EXCALIBER DR | 425.00 | 1 | 425.00 |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Oak Creek I, II, III
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 779-51-048 | 14776 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-049 | 14780 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-050 | 14784 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-051 | 14788 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-052 | 14792 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-053 | 14796 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-51-054 | 14800 EXCALIBER DR | 425.00 | 1 | 425.00 |
| 779-52-004 | 939 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-005 | 943 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-006 | 947 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-007 | 951 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-008 | 955 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-009 | 959 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-010 | 963 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-011 | 968 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-012 | 964 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-013 | 960 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-014 | 956 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-015 | 952 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-016 | 948 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-017 | 944 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-018 | 940 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-019 | 936 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-020 | 932 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-021 | 14707 WHITE CLOUD CT | 425.00 | 1 | 425.00 |
| 779-52-022 | 14711 WHITE CLOUD CT | 425.00 | 1 | 425.00 |
| 779-52-023 | 14715 WHITE CLOUD CT | 425.00 | 1 | 425.00 |
| 779-52-024 | 14719 WHITE CLOUD CT | 425.00 | 1 | 425.00 |
| 779-52-025 | 14723 WHITE CLOUD CT | 425.00 | 1 | 425.00 |
| 779-52-026 | 14727 WHITE CLOUD CT | 425.00 | 1 | 425.00 |
| 779-52-027 | 14722 WHITE CLOUD CT | 425.00 | 1 | 425.00 |
| 779-52-028 | 14718 WHITE CLOUD CT | 425.00 | 1 | 425.00 |
| 779-52-029 | 14714 WHITE CLOUD CT | 425.00 | 1 | 425.00 |
| 779-52-030 | 14710 WHITE CLOUD CT | 425.00 | 1 | 425.00 |
| 779-52-031 | 14706 WHITE CLOUD CT | 425.00 | 1 | 425.00 |
| 779-52-032 | 14702 WHITE CLOUD CT | 425.00 | 1 | 425.00 |
| 779-52-033 | 928 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-034 | 924 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-035 | 920 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-037 | 1020 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-038 | 1016 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-039 | 1014 WHITE CLOUD DR | 425.00 | 1 | 425.00 |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Oak Creek I, II, III
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 779-52-040 | 1010 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-041 | 1000 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-047 | 984 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-055 | 975 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-056 | 960 SKIP AWAY CT | 425.00 | 1 | 425.00 |
| 779-52-057 | 956 SKIP AWAY CT | 425.00 | 1 | 425.00 |
| 779-52-058 | 952 SKIP AWAY CT | 425.00 | 1 | 425.00 |
| 779-52-059 | 948 SKIP AWAY CT | 425.00 | 1 | 425.00 |
| 779-52-060 | 944 SKIP AWAY CT | 425.00 | 1 | 425.00 |
| 779-52-061 | 940 SKIP AWAY CT | 425.00 | 1 | 425.00 |
| 779-52-062 | 939 SKIP AWAY CT | 425.00 | 1 | 425.00 |
| 779-52-063 | 943 SKIP AWAY CT | 425.00 | 1 | 425.00 |
| 779-52-064 | 947 SKIP AWAY CT | 425.00 | 1 | 425.00 |
| 779-52-065 | 951 SKIP AWAY CT | 425.00 | 1 | 425.00 |
| 779-52-066 | 955 SKIP AWAY CT | 425.00 | 1 | 425.00 |
| 779-52-067 | 959 SKIP AWAY CT | 425.00 | 1 | 425.00 |
| 779-52-068 | 985 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-069 | 995 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-070 | 999 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-071 | 1001 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-072 | 1009 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-073 | 1015 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-074 | 1019 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-075 | 970 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-076 | 972 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-077 | 974 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-078 | 976 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-079 | 978 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-080 | 980 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-081 | 982 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-082 | 986 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-083 | 988 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-084 | 990 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-085 | 994 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| 779-52-086 | 998 WHITE CLOUD DR | 425.00 | 1 | 425.00 |
| **119 Accounts** | | **$50,575.00** | **119** | **$50,575.00** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Rosehaven
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 817-10-005 | 705 BARRETT AVE | $400.00 | 1 | $400.00 |
| 817-10-006 | 715 BARRETT AVE | 400.00 | 1 | 400.00 |
| 817-10-007 | 725 BARRETT AVE | 400.00 | 1 | 400.00 |
| 817-10-008 | 735 BARRETT AVE | 400.00 | 1 | 400.00 |
| 817-10-010 | 745 BARRETT AVE | 400.00 | 1 | 400.00 |
| 817-10-011 | 755 BARRETT AVE | 400.00 | 2 | 800.00 |
| 817-10-012 | 16300 SAN RAMON DR | 400.00 | 1 | 400.00 |
| 817-10-013 | 16310 SAN RAMON DR | 400.00 | 1 | 400.00 |
| 817-10-014 | 16320 SAN RAMON DR | 400.00 | 1 | 400.00 |
| 817-10-015 | 710 SAN RAMON CT | 400.00 | 1 | 400.00 |
| 817-10-016 | 720 SAN RAMON CT | 400.00 | 1 | 400.00 |
| 817-10-017 | 730 SAN RAMON CT | 400.00 | 1 | 400.00 |
| 817-10-018 | 735 SAN RAMON CT | 400.00 | 1 | 400.00 |
| 817-10-019 | 725 SAN RAMON CT | 400.00 | 1 | 400.00 |
| 817-10-020 | 715 SAN RAMON CT | 400.00 | 1 | 400.00 |
| 817-10-021 | 16340 SAN RAMON DR | 400.00 | 2 | 800.00 |
| 817-10-022 | 724 SAN CRISTOVAL CT | 400.00 | 1 | 400.00 |
| 817-10-023 | 726 SAN CRISTOVAL CT | 400.00 | 1 | 400.00 |
| 817-10-024 | 16350 SAN RAMON DR | 400.00 | 1 | 400.00 |
| 817-10-025 | 16360 SAN RAMON DR | 400.00 | 1 | 400.00 |
| 817-10-026 | 16375 SAN RAMON DR | 400.00 | 2 | 800.00 |
| 817-10-027 | 16365 SAN RAMON DR | 400.00 | 1 | 400.00 |
| 817-10-028 | 16355 SAN RAMON DR | 400.00 | 1 | 400.00 |
| 817-10-029 | 16345 SAN RAMON DR | 400.00 | 1 | 400.00 |
| **24 Accounts** | | **$9,600.00** | **27** | **$10,800.00** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Sandalwood
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 728-11-027 | 17237 SANDALWOOD WAY | $450.00 | 1 | $450.00 |
| 728-11-028 | 17227 SANDALWOOD WAY | 450.00 | 1 | 450.00 |
| 728-11-029 | 17217 SANDALWOOD WAY | 450.00 | 1 | 450.00 |
| 728-11-030 | 17207 SANDALWOOD WAY | 450.00 | 1 | 450.00 |
| 728-11-031 | 17197 SANDALWOOD WAY | 450.00 | 1 | 450.00 |
| 728-11-032 | 17187 SANDALWOOD WAY | 450.00 | 1 | 450.00 |
| 728-11-033 | 17177 SANDALWOOD WAY | 450.00 | 1 | 450.00 |
| 728-11-034 | 17212 SANDALWOOD WAY | 450.00 | 1 | 450.00 |
| 728-11-035 | 17222 SANDALWOOD WAY | 450.00 | 1 | 450.00 |
| 728-11-036 | 17224 SANDALWOOD WAY | 450.00 | 1 | 450.00 |
| 728-11-037 | 17232 SANDALWOOD WAY | 450.00 | 1 | 450.00 |
| **11 Accounts** | | **$4,950.00** | **11** | **$4,950.00** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Sparhawk
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 764-31-025 | 635 EAGLE SPRINGS CT | $500.00 | 1 | $500.00 |
| 764-31-026 | 645 EAGLE SPRINGS CT | 500.00 | 1 | 500.00 |
| 764-31-027 | 655 EAGLE SPRINGS CT | 500.00 | 1 | 500.00 |
| 764-31-028 | 640 EAGLE SPRINGS CT | 500.00 | 1 | 500.00 |
| 764-31-029 | 18241 LLAGAS CREEK DR | 500.00 | 1 | 500.00 |
| 764-31-030 | 18231 LLAGAS CREEK DR | 500.00 | 1 | 500.00 |
| 764-31-031 | 635 SPARHAWK DR | 500.00 | 1 | 500.00 |
| 764-31-032 | 645 SPARHAWK DR | 500.00 | 1 | 500.00 |
| 764-31-033 | 655 SPARHAWK DR | 500.00 | 1 | 500.00 |
| 764-31-034 | 665 SPARHAWK DR | 500.00 | 1 | 500.00 |
| 764-31-035 | 660 SPARHAWK DR | 500.00 | 1 | 500.00 |
| 764-31-036 | 650 SPARHAWK DR | 500.00 | 1 | 500.00 |
| 764-31-037 | 640 SPARHAWK DR | 500.00 | 1 | 500.00 |
| 764-31-038 | 18211 SPARHAWK WAY | 500.00 | 1 | 500.00 |
| 764-31-039 | 18212 SPARHAWK WAY | 500.00 | 1 | 500.00 |
| 764-31-040 | 18216 SPARHAWK WAY | 500.00 | 1 | 500.00 |
| 764-31-041 | 630 SPARHAWK DR | 500.00 | 1 | 500.00 |
| 764-31-042 | 620 SPARHAWK DR | 500.00 | 1 | 500.00 |
| **18 Accounts** | | **$9,000.00** | **18** | **$9,000.00** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Stone Creek
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 726-06-016 | 530 DIANA AVE | $388.46 | 1 | $388.46 |
| 726-06-017 | 540 DIANA AVE | 388.46 | 1 | 388.46 |
| 726-06-018 | 550 DIANA AVE | 388.46 | 1 | 388.46 |
| 726-06-019 | 560 DIANA AVE | 388.46 | 1 | 388.46 |
| 726-06-020 | 570 DIANA AVE | 388.46 | 1 | 388.46 |
| 726-06-021 | 580 DIANA AVE | 388.46 | 1 | 388.46 |
| 726-06-022 | 17285 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-023 | 17275 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-024 | 17265 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-025 | 17255 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-026 | 17245 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-027 | 17235 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-028 | 17200 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-029 | 17190 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-030 | 17180 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-034 | 17135 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-035 | 17125 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-036 | 17115 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-037 | 17105 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-038 | 17100 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-044 | 17150 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-045 | 17160 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-046 | 17170 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-047 | 17205 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-048 | 17195 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-049 | 17185 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-050 | 17175 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-051 | 17165 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-052 | 17155 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-053 | 17145 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-054 | 17110 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-055 | 17120 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-056 | 17130 ROSEMARY CIR | 388.46 | 1 | 388.46 |
| 726-06-057 | 17147 ST ANTHONY DR | 388.46 | 1 | 388.46 |
| 726-06-058 | 17148 ST ANTHONY DR | 388.46 | 1 | 388.46 |
| **35 Accounts** | | **$13,596.10** | **35** | **$13,596.10** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# City of Morgan Hill
## Sunnyside/Stonegate
## Assessment Roll for Fiscal Year 2025/26

| Account Number | Address | Actual Rate | Units | Assessment Levy |
|---|---|---|---|---|
| 773-31-034 | 1025 STONE GATE CT | $375.00 | 1 | $375.00 |
| 773-31-035 | 1035 STONE GATE CT | 375.00 | 1 | 375.00 |
| 773-31-036 | 1045 STONE GATE CT | 375.00 | 1 | 375.00 |
| 773-31-037 | 1050 STONE GATE CT | 375.00 | 1 | 375.00 |
| 773-31-038 | 1040 STONE GATE CT | 375.00 | 1 | 375.00 |
| 773-31-039 | 1030 STONE GATE CT | 375.00 | 1 | 375.00 |
| 773-31-040 | 1020 STONE GATE CT | 375.00 | 1 | 375.00 |
| 773-31-043 | 1005 STONE GATE CT | 375.00 | 1 | 375.00 |
| 773-31-044 | 1015 STONE GATE CT | 375.00 | 1 | 375.00 |
| 773-31-045 | 1021 STONE GATE CT | 375.00 | 1 | 375.00 |
| **10 Accounts** | | **$3,750.00** | **10** | **$3,750.00** |
| **745 Total Accounts** | | **$212,250.81** | **748** | **$213,449.42** |

Slight variances may occur due to rounding

Copyright © 2013 by NBS

# 7. HISTORICAL ACTUAL ASSESSMENT RATES

The historical actual assessment rates levied per Zone are identified on the following pages.

**City of Morgan Hill**
**Landscape Assessment District No. 1**
**Actual Historical Assessment Rates Per Zone**

| Zone | Belle Estates | Chang/ Bertelone | Conte Gardens | Diana Estates | Fox Hollow/ Murphy Sp. | Hamilton Square | Jackson Meadows #6 | Jackson Meadows #7 | La Grande Estates | Lacrosse/ Gera |
|---|---|---|---|---|---|---|---|---|---|---|
| **Annexation Number** | 93-03 | 93-05 | 92-10 | 94-01 | Original | 94-03 | 93-06 | 91-03 | 95-03 | 91-04 |
| **Original Rate** | $502.22 | $1,215.00 | $477.82 | $139.39 | $106.15 | $425.54 | $108.10 | $314.58 | $88.00 | $142.99 |
| **Unit Count** | **36** | **8** | **11** | **64** | **75** | **38** | **70** | **10** | **32** | **24** |
| **1991/92** | - | - | - | $139.39 | - | - | - | $314.58 | - | $142.99 |
| **1992/93** | - | - | - | - | - | - | - | - | - | - |
| **1993/94** | - | - | - | 69.80 | - | - | - | 77.35 | - | 8.93 |
| **1994/95** | - | - | - | 69.80 | $106.15 | - | - | 77.35 | - | 8.93 |
| **1995/96** | $502.00 | $1,215.00 | $285.98 | 54.14 | 79.92 | $425.54 | $108.10 | 88.66 | - | 8.93 |
| **1996/97** | 71.00 | 8.93 | 477.82 | 21.94 | 49.11 | 214.08 | 76.04 | 194.70 | - | 8.93 |
| **1997/98** | 71.00 | 8.93 | 477.82 | 21.94 | 49.11 | 214.08 | 76.04 | 194.70 | - | 8.93 |
| **1998/99** | 71.00 | 8.93 | 477.82 | 21.94 | 49.11 | 214.08 | 76.04 | 194.70 | - | 8.93 |
| **1999/00** | 147.81 | 8.93 | 477.82 | 81.03 | 49.11 | 399.71 | 108.10 | 314.50 | $88.00 | 8.93 |
| **2000/01** | 147.81 | 8.93 | 477.82 | 81.03 | 49.11 | 399.71 | 108.10 | 314.50 | 88.00 | 8.93 |
| **2001/02** | 147.80 | 8.92 | 477.82 | 54.80 | 49.10 | 399.70 | 86.38 | 314.50 | 88.00 | 8.92 |
| **2002/03** | 147.80 | 8.92 | 477.82 | 70.00 | 101.10 | 399.70 | 104.18 | 314.50 | 88.00 | 8.92 |
| **2003/04** | 175.00 | 8.92 | 477.82 | 80.00 | 101.10 | 399.70 | 104.18 | 314.50 | 88.00 | 8.92 |
| **2004/05** | 180.00 | 8.92 | 477.82 | 80.00 | 101.10 | 399.70 | 108.10 | 314.50 | 88.00 | 8.92 |
| **2005/06** | 180.00 | 94.92 | 477.82 | 105.00 | 141.10 | 399.70 | 108.10 | 314.50 | 88.00 | 8.92 |
| **2006/07** | 180.00 | 94.92 | 477.82 | 105.00 | 141.10 | 399.70 | 108.10 | 314.50 | 88.00 | 8.92 |
| **2007/08** | 194.00 | 94.92 | 477.82 | 135.00 | 141.10 | 399.70 | 108.10 | 314.50 | 88.00 | 8.92 |
| **2008/09** | 234.00 | 94.92 | 477.82 | 139.39 | 149.69 | 425.54 | 108.10 | 314.50 | 88.00 | 130.00 |
| **2009/10** | 234.00 | 200.00 | 477.82 | 139.39 | 149.69 | 425.54 | 108.10 | 314.50 | 88.00 | 130.00 |
| **2010/11** | 234.00 | 300.00 | 477.82 | 139.39 | 149.69 | 425.54 | 108.10 | 314.50 | 88.00 | 130.00 |
| **2011/12** | 282.00 | 400.00 | 477.82 | 139.39 | 168.48 | 425.54 | 108.10 | 314.50 | 88.00 | 50.00 |
| **2012/13** | 282.00 | 400.00 | 477.82 | 139.39 | 173.53 | 425.54 | 98.10 | 140.00 | 88.00 | 50.00 |
| **2013/14** | 320.00 | 500.00 | 477.82 | 139.39 | 173.53 | 425.54 | 98.10 | 140.00 | 88.00 | 50.00 |
| **2014/15** | 320.00 | 500.00 | 477.82 | 139.39 | 173.53 | 425.54 | 98.10 | 140.00 | 88.00 | 50.00 |
| **2015/16** | 320.00 | 550.00 | 400.00 | 139.39 | 173.53 | 425.54 | 108.00 | 140.00 | 88.00 | 50.00 |
| **2016/17** | 320.00 | 550.00 | 400.00 | 139.39 | 173.53 | 425.54 | 108.00 | 100.00 | 88.00 | 50.00 |
| **2017/18** | 320.00 | 550.00 | 400.00 | 139.39 | 173.53 | 325.00 | 108.00 | 100.00 | 88.00 | 50.00 |
| **2018/19** | 320.00 | 550.00 | 365.00 | 139.39 | 173.53 | 325.00 | 108.00 | 100.00 | 88.00 | 50.00 |
| **2019/20** | 320.00 | 550.00 | 365.00 | 139.39 | 173.53 | 325.00 | 108.00 | 100.00 | 88.00 | 50.00 |
| **2020/21** | 320.00 | 550.00 | 365.00 | 139.39 | 173.53 | 325.00 | 108.00 | 100.00 | 88.00 | 50.00 |
| **2021/22** | 320.00 | 550.00 | 365.00 | 139.39 | 173.53 | 325.00 | 108.00 | 100.00 | 88.00 | 50.00 |
| **2022/23** | 310.00 | 550.00 | 365.00 | 139.39 | 173.53 | 325.00 | 108.00 | 100.00 | 88.00 | 50.00 |
| **2023/24** | 310.00 | 550.00 | 365.00 | 139.39 | 173.53 | 425.00 | 108.00 | 100.00 | 88.00 | 50.00 |
| **2024/25** | 310.00 | 550.00 | 365.00 | 139.39 | 173.53 | 425.00 | 108.00 | 100.00 | 88.00 | 50.00 |
| **2025/26** | 310.00 | 550.00 | 365.00 | 139.39 | 173.53 | 425.00 | 108.00 | 100.00 | 88.00 | 50.00 |

**City of Morgan Hill**
**Landscape Assessment District No. 1**
**Actual Historical Assessment Rates Per Zone**

| Zone | Llagas Creek Estates | Llagas/ Obata | Mill Creek | Oak Creek | Parsons Corner | Rose Haven | Sandalwood | Sparhawk | Stone Creek | Sunnyside/ Stone Gate |
|---|---|---|---|---|---|---|---|---|---|---|
| **Annexation Number** | 91-05 | 91-07 | 93-01 | 94-04 | 95-02 | 95-01 | 96-01 | 91-06 | 94-02 | 91-01 |
| **Original Rate** | $140.84 | $629.16 | $186.82 | $453.82 | $568.32 | $488.47 | $192.39 | $174.77 | $306.66 | $449.40 |
| **Unit Count** | **71** | **5** | **84** | **119** | **10** | **27** | **11** | **18** | **35** | **10** |
| **1991/92** | $140.85 | $629.16 | - | - | - | - | - | $174.77 | - | $449.40 |
| **1992/93** | - | - | - | - | - | - | - | - | - | - |
| **1993/94** | 19.13 | 335.37 | - | - | - | - | - | 93.03 | - | 15.05 |
| **1994/95** | 19.13 | 15.05 | - | - | - | - | - | 308.84 | - | 15.04 |
| **1995/96** | 76.60 | 15.05 | $186.82 | $453.82 | - | - | - | 226.46 | $306.66 | 15.04 |
| **1996/97** | 59.54 | 8.93 | 64.57 | 47.67 | $568.32 | $488.47 | - | 147.33 | 146.66 | 8.93 |
| **1997/98** | 59.54 | 8.93 | 64.57 | 47.67 | 457.40 | 189.73 | - | 147.33 | 146.66 | 8.93 |
| **1998/99** | 59.54 | 8.93 | 64.57 | 337.09 | 457.40 | 189.73 | - | 147.33 | 146.66 | 8.93 |
| **1999/00** | 140.85 | 8.93 | 95.83 | 320.52 | 457.40 | 189.73 | $192.36 | 147.33 | 275.00 | 8.93 |
| **2000/01** | 140.85 | 8.93 | 158.64 | 245.16 | 457.40 | 189.73 | 192.36 | 147.33 | 275.00 | 8.93 |
| **2001/02** | 105.86 | 8.92 | 158.64 | 150.00 | 457.40 | 189.72 | 192.36 | 147.32 | 275.00 | 8.92 |
| **2002/03** | 140.00 | 8.92 | 182.64 | 250.00 | 300.00 | 300.00 | 192.36 | 147.32 | 275.00 | 275.00 |
| **2003/04** | 140.00 | 8.92 | 120.00 | 300.00 | 300.00 | 300.00 | 192.36 | 147.32 | 275.00 | 192.50 |
| **2004/05** | 140.00 | 8.92 | 120.00 | 300.00 | 300.00 | 300.00 | 192.36 | 147.32 | 306.66 | 192.50 |
| **2005/06** | 190.00 | 53.92 | 138.00 | 300.00 | 430.00 | 300.00 | 192.36 | 202.32 | 306.66 | 332.50 |
| **2006/07** | 190.00 | 53.92 | 138.00 | 300.00 | 430.00 | 300.00 | 192.36 | 202.32 | 306.66 | 332.50 |
| **2007/08** | 190.00 | 53.92 | 168.00 | 300.00 | 460.00 | 330.00 | 192.36 | 208.38 | 306.66 | 332.50 |
| **2008/09** | 195.70 | 53.92 | 186.82 | 300.00 | 460.00 | 370.00 | 192.36 | 214.64 | 306.66 | 332.50 |
| **2009/10** | 195.70 | 53.92 | 186.82 | 300.00 | 460.00 | 370.00 | 192.36 | 214.64 | 306.66 | 332.50 |
| **2010/11** | 195.70 | 53.92 | 186.82 | 300.00 | 460.00 | 370.00 | 192.36 | 214.64 | 306.66 | 332.50 |
| **2011/12** | 195.70 | 53.92 | 186.82 | 350.00 | 250.00 | 450.00 | 192.36 | 241.58 | 306.66 | 332.50 |
| **2012/13** | 195.70 | 53.92 | 186.82 | 350.00 | 250.00 | 450.00 | 192.36 | 248.82 | 388.46 | 332.50 |
| **2013/14** | 233.67 | 53.92 | 186.82 | 350.00 | 250.00 | 450.00 | 192.36 | 248.82 | 388.46 | 412.50 |
| **2014/15** | 233.67 | 53.92 | 186.82 | 350.00 | 250.00 | 450.00 | 192.36 | 248.82 | 388.46 | 412.50 |
| **2015/16** | 233.67 | 143.92 | 186.82 | 350.00 | 250.00 | 450.00 | 192.36 | 248.82 | 388.46 | 375.00 |
| **2016/17** | 233.67 | 143.92 | 186.82 | 350.00 | 250.00 | 488.00 | 192.36 | 248.82 | 388.46 | 375.00 |
| **2017/18** | 233.67 | 143.92 | 186.82 | 350.00 | 250.00 | 488.00 | 192.36 | 248.82 | 388.46 | 375.00 |
| **2018/19** | 233.67 | 400.00 | 186.82 | 350.00 | 250.00 | 400.00 | 450.00 | 248.82 | 388.46 | 375.00 |
| **2019/20** | 233.67 | 400.00 | 186.82 | 350.00 | 0.00 | 400.00 | 450.00 | 248.82 | 388.46 | 375.00 |
| **2020/21** | 233.67 | 400.00 | 285.00 | 350.00 | 0.00 | 400.00 | 450.00 | 248.82 | 388.46 | 375.00 |
| **2021/22** | 233.67 | 400.00 | 285.00 | 350.00 | 0.00 | 400.00 | 450.00 | 248.82 | 388.46 | 375.00 |
| **2022/23** | 233.67 | 400.00 | 285.00 | 425.00 | 0.00 | 400.00 | 450.00 | 334.00 | 388.46 | 375.00 |
| **2023/24** | 233.67 | 450.00 | 285.00 | 425.00 | 0.00 | 400.00 | 450.00 | 334.00 | 388.46 | 375.00 |
| **2024/25** | 233.67 | 450.00 | 285.00 | 425.00 | 0.00 | 400.00 | 450.00 | 500.00 | 388.46 | 375.00 |
| **2025/26** | 343.00 | 450.00 | 285.00 | 425.00 | 0.00 | 400.00 | 450.00 | 500.00 | 388.46 | 375.00 |

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE CITY OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2025/26**

**WHEREAS**, the City Council of the Morgan Hill (hereafter referred to as the "City Council") previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City of Morgan Hill (the "City") Fox Hollow/Murphy Springs Landscape Assessment District and has by previous resolution changed the name to the City of Morgan Hill Landscape Assessment District No. 1 (the "Assessment District"); and,

**WHEREAS,** the City has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report.

**NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE COUNCIL, AS FOLLOWS:**

1. **Annual Report:** The City Council hereby orders NBS to prepare and file with the City Clerk the Annual Report concerning the levy and collection of assessments within the Assessment District for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

2. **New Improvements or Changes to Existing Improvements:** There are no changes to existing improvements, nor are there any items being added to the list of improvements previously approved at the formation of the Assessment District.

**PASSED, APPROVED AND ADOPTED** by the City Council of Morgan Hill at a regular meeting held on the 21st day of May 2025.

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

**APPROVED:** **ATTEST:**

_____ _____
**Mark Turner, Mayor** **Michelle Bigelow, City Clerk**

## CERTIFICATION

**I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California,** do hereby certify that the foregoing is a true and correct copy of Resolution No. ____, adopted by the City Council at the meeting held on May 21st 2025.

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

**DATE:**_____ _____

**Michelle Bigelow, City Clerk**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL, APPROVING THE ANNUAL REPORT FOR THE CITY OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2025/26**

**WHEREAS**, the City Council of the City of Morgan Hill (hereafter referred to as the "City Council") previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City of Morgan Hill's (the "City") Fox Hollow/Murphy Springs Landscape Assessment District and has by previous resolution changed the name to the City of Morgan Hill Landscape Assessment District No. 1 (the "Assessment District"); and,

**WHEREAS**, the City has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report; and

**WHEREAS**, the City Council has, by previous resolution, ordered NBS to prepare and file such Annual Report; and

**WHEREAS**, NBS has prepared and filed such Annual Report with the City Clerk.

**NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE COUNCIL, AS FOLLOWS:**

1. **Approval of Report:** The City Council approves the Annual Report concerning the levy of assessments for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

**PASSED, APPROVED AND ADOPTED** by the City Council of Morgan Hill at a regular meeting held on the 21st day of May 2025.

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

**APPROVED:** **ATTEST:**

**Mark Turner, Mayor** **Michelle Bigelow, City Clerk**

## CERTIFICATION

**I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California,** do hereby certify that the foregoing is a true and correct copy of Resolution No. ____, adopted by the City Council at the meeting held on May 21, 2025.

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

**DATE:**_____ _____

**Michelle Bigelow, City Clerk**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE CITY OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2025/26**

**WHEREAS**, the City Council of the City of Morgan Hill (hereafter referred to as the "City Council") previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City of Morgan Hill (the "City") Fox Hollow/Murphy Springs Landscape Assessment District and has by previous resolution changed the name to the City of Morgan Hill Landscape Assessment District No. 1 (the "Assessment District"); and

**WHEREAS**, the City has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report.

**NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE COUNCIL, AS FOLLOWS:**

1. **Intention:** The City Council hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the Improvements for the fiscal year commencing July 1, 2025 and ending June 30, 2026. The City Council finds that the public's best interest requires such action.

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

3. **The City of Morgan Hill Landscape Assessment District No. 1 Boundaries:** The boundaries of the Assessment District are as shown by the assessment diagram filed in the office of the City Clerk, which assessment diagram is made a part hereof by reference.

4. **Annual Report:** Reference is made to the Annual Report prepared by NBS, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District and the zones therein, and the proposed assessments upon assessable lots and parcels of land within the Assessment District.

5. **Notice of Public Hearing:** The City Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with Section 22629 of the Act. All objections to the assessment, if any, will be considered by the City Council.

The Public Hearing will be held on **Wednesday June 18, 2025 at 6:00 PM** or as soon thereafter as is feasible in the Council Chambers located at 17555 Peak Avenue, Morgan Hill, CA 95037. The City Council further orders the City Clerk to publish notice of this resolution in accordance with Section 22626 of the Act.

6. **Increase of Assessment:** The maximum assessment is not proposed to increase from the previous year maximum assessment above what was previously approved by the property owners (as "increased assessment" is defined in Section 54954.6 of the Government Code).

**PASSED, APPROVED AND ADOPTED** by the City Council of Morgan Hill at a regular meeting held on the 21st day of May 2025.

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

**APPROVED:** **ATTEST:**

_____ _____
**Mark Turner, Mayor** **Michelle Bigelow, City Clerk**

## CERTIFICATION

**I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California,** do hereby certify that the foregoing is a true and correct copy of Resolution No. ____, adopted by the City Council at the meeting held on May 21, 2025.

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

**DATE:**_____ _____
**Michelle Bigelow, City Clerk**

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Hilary Holeman, Administrative Analyst
APPROVED BY: City Manager

## RATIFY CITY POSITION ON PENDING LEGISLATION

### RECOMMENDATION(S)
Ratify the City's position supporting pending legislation, Senate Bill 496 (Hurtado) Advanced Clean Fleets.

### COUNCIL PRIORITIES, GOALS & STRATEGIES
**City Council Ongoing Priorities**
Supporting our Youth, Seniors, and Entire Community
Advocating for Local, Regional, and State Legislative Initiatives

### REPORT NARRATIVE:
Per Resolution No. 20-010 (Attachment 1), the City Council recognizes occasional situations arise where communication indicating support or opposition on pending State, County, or other regional boards' legislation or action that could be important and may occur prior to the next scheduled City Council meeting. Under these circumstances, the Mayor or City Manager is delegated the authority to prepare, execute and transmit written or verbal communications indicating a City's position when any of the following criteria are met: a) the League of California Cities, or a similar organization, has requested the City to comment or take a position, b) the timing to express a position occurs prior to the next scheduled Council meeting, and c) the pending State, County, or other regional boards' legislation or action clearly supports or clearly hinders the implementation or fulfillment of an adopted City Council Priority, Goal, or Strategy in a substantial manner such that it is in the best interest of the City to indicate its comment or position. When this occurs, a written report to the City Council for acceptance is required at the next possible meeting.

### BACKGROUND
The League of California Cities announced they are co-sponsoring SB 496 (Hurtado) with the California Special Districts Association, California State Association of Counties, and Rural County Representatives of California. SB 496 is bipartisan legislation that introduces necessary reforms to the Advanced Clean Fleets (ACF) regulation. This bill would establish an Appeals Advisory Committee to review exemption denials related to zero-emission vehicle (ZEV) compliance, helping ensure due process and clarity for local agencies. SB 496 also strengthens the emergency vehicle exemption, recognizing the critical need for reliable, fully capable vehicles during

disaster response—particularly in prolonged emergencies or power outages.

This update is essential for the City's Public Services Department, which supports emergency response operations and cannot currently identify ZEVs that meet the operational demands of extended service needs.

For these reasons, on April 15, 2025, the City sent a letter in support of SB 496 Advanced Clean Fleets (Attachment 2) via the California Legislature Position Portal. The full SB 496 Bill Text is included as Attachment 3.

**COMMUNITY ENGAGEMENT:**
Inform - this report serves to inform the Community on the City's position on pending legislation that directly impacts the City of Morgan Hill.

**ALTERNATIVE ACTIONS:**
The City Council could rescind the position taken.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
City Council periodically ratifies City positions on various pending State, County or other regional board legislation or actions that have a direct impact on the City of Morgan Hill.

**FISCAL AND RESOURCE IMPACT:**
Tracking legislation is an activity included in the annual workplan of the City Manager's Office.

**CEQA (California Environmental Quality Act):**
Not a Project - administrative action/activity without an impact.

**RESOLUTION NO. 20-010**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL AUTHORIZING THE MAYOR OR CITY MANAGER TO PREPARE, EXECUTE AND TRANSMIT COMMUNICATIONS INDICATING A POSITION ON PROPOSED STATE, COUNTY, OR OTHER REGIONAL BOARDS' LEGISLATION OR ACTION ON CERTAIN MATTERS THAT MAY HAVE IMPACTS UPON THE CITY IN CERTAIN CIRCUMSTANCES AND DIRECTING A REPORT BACK TO CITY COUNCIL ON ANY SUCH COMMUNICATIONS TRANSMITTED. (THIS RESOLUTION RESCINDS RESOLUTION NO. 6851)**

**WHEREAS**, the City of Morgan Hill, a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California ("City"), is authorized to indicate City's position on proposed legislation of the State of California and is sometimes requested to so indicate City's position on such legislation for the benefit of the City; and

**WHEREAS**, the reasons supporting the adoption of this Resolution are set forth in detail in that certain City Council Staff Report submitted for City Council consideration at its meeting of February 5, 2020, submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

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

**WHEREAS**, the activities allowed under this Resolution do not constitute a project under the provisions of California Environmental Quality Act of 1970; and

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

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

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

**Section 2**. Approval and Authorization. The City Council prefers, whenever possible, that determinations on whether to take a position on pending State, County, or other regional boards' legislation or action be brought before the City Council as a whole for consideration and action. However, the City Council recognizes that occasional, limited situations arise where communications indicating support or opposition on pending State, County, or other regional boards' legislation or action that could be important to City are requested from cities within timeframes that have deadlines occurring prior to the next scheduled meeting of the City Council as a whole at which the City Council could consider and determine City's position on such pending legislation. For these reasons, the City Council does further resolve, order and/or direct as follows:

a. That the Mayor and/or the City Manager is delegated authority to and is authorized to prepare, execute and transmit written or verbal communications indicating a City position on proposed pending State, County or other regional boards' legislation or action that may have impacts upon City when any of the following criteria are met:

   i. The League of California Cities, or a successor or similar organization, has requested City comment or position on a piece of pending legislation or action, or the City has otherwise become aware of such pending legislation or action;

   ii. A public hearing and an opportunity for City to comment or take a position upon such pending legislation or action is occurring in a timeframe and with a deadline to comment or express a position that occurs prior to the next scheduled meeting of the City Council at which the City Council could consider and determine City's comment or position on such pending legislation or action; or

   iii. The pending legislation or action clearly supports or clearly hinders the implementation or fulfillment of an adopted City Council Priority, Goal or Strategy in a substantial manner such that it is in the best interests of City to indicate its comment or position on such pending legislation or action.

b. That the Mayor and/or City Manager is hereby directed to provide a written report to the City Council for the Council's comment and acceptance at the City Council's next possible meeting whenever the Mayor or City Manager prepares, executes and transmits a communication indicating a comment or position on pending legislation or action pursuant to the authority delegated under this Resolution, which report shall include a copy of such pending legislation or action, and the comment or position transmitted.

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

**PASSED AND ADOPTED** by the City Council of the City of Morgan Hill at its meeting held on this 5th day of February 2020 by the following vote:

| | | |
|---|---|---|
| **AYES:** | **COUNCIL MEMBERS:** | **Yvonne Martinez Beltran, Rene Spring, John McKay, Larry Carr, Rich Constantine** |
| **NOES:** | **COUNCIL MEMBERS:** | **None** |
| **ABSTAIN:** | **COUNCIL MEMBERS:** | **None** |
| **ABSENT:** | **COUNCIL MEMBERS:** | **None** |

**APPROVED:**

**RICH CONSTANTINE, Mayor**

**ATTEST:**

**IRMA TORREZ, City Clerk**

## CERTIFICATION

**I, Irma Torrez, City Clerk of the City of Morgan Hill, California,** do hereby certify that the foregoing is a true and correct copy of Resolution No. 20-010, adopted by the City Council at the meeting held on the 5th day of February 2020.

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

**DATE:** 3/3/2020

**Irma Torrez, CITY CLERK**

CITY OF MORGAN HILL

17575 Peak Avenue
Morgan Hill, CA 95037-4128
TEL: (408) 779-7271
FAX: (408) 779-3117
www.morganhill.ca.gov

April 15, 2025

The Honorable Melissa Hurtado
California State Senate
1021 O Street, Room 6510
Sacramento, CA 95814

**RE: SB 496 (Hurtado) Advanced Clean Fleets.**
**Notice of SUPPORT** *(As introduced 2/19/2025)*

Dear Senator Hurtado,

The City of Morgan Hill is pleased to support SB 496 (Hurtado), which would create an Advanced Clean Fleets (ACF) Appeals Advisory Committee, ensure disaster service workers are able to effectively respond to emergency situations, and provide some much needed and common-sense reforms for compliance.

The City of Morgan Hill is working diligently to reduce the carbon intensity of fleet operations while ensuring that we continue to provide the many critical services our communities rely upon for their most essential daily needs.

The ACF sets ambitious compliance deadlines for fleets to transition to an increasing proportion of Zero Emission Vehicles (ZEVs). The ACF's ZEV transition requires access to adequate utility infrastructure for alternative fueling such as EV charging, as well as access to ZEVs that operationally can deliver the full spectrum of important and highly specialized services that fleets provide (many which are vital to the health and safety of Californians). While the ACF allows that fleets may request exemptions granting compliance flexibility in cases where, for reasons beyond their control, fleets cannot meet the compliance timetables, the ACF does not provide clarity on how such exemption requests are to be evaluated and decided upon, nor does it provide a process for any administrative review of exemption request denials by the California Air Resources Board (CARB).

SB 496 establishes an Appeals Advisory Committee by which local agencies may request a review of exemption request denials. Allowing a formal appeals process ensures transparency while protecting due process for those seeking further review. In cases where a regulation allows for exemptions and extensions, best practices necessitate an appeals process. Such a process can be particularly helpful and impactful by offering clear and feasible pathways to compliance without diminishing CARB's authority as this Appeals Advisory Committee would only operate in an advisory role.

Additionally, SB 496 would update the emergency vehicle exemption, allowing those vehicles that respond to and support critical operations related to emergencies and disasters, often under austere conditions, to continue to protect our communities. Our front-line workers and the communities they serve rely on vehicles that must be able to do the job the emergency dictates, even when the power is out. Especially given the rising toll of natural disasters in our state, we must prioritize the safety of our communities and the public servants that work around the clock through these unprecedented events.

Also, SB 496 modifies the requirements of the daily usage exemption, removing barriers for the applicant to comply with the mandate.

Finally, this measure promotes affordability in the midst of rapidly rising cost pressures on essential local services by averting the costly acquisition of ZEVs before it is possible to install the infrastructure required to use them. The infrastructure needs to be in place before the vehicles can be purchased.

The City's Public Services Department personnel regularly utilize its vehicles to respond to water, wastewater, and roadway emergencies that can last for days at a time. Additionally, supporting Police Department and Fire response to emergencies is routine for City Public Services staff. Expanding the definition of emergency vehicles is imperative to ensure our City's residents can be supported around the clock in emergency situations. Unfortunately, at this time, the City has not identified zero-emission vehicles (ZEVs) that can meet the reliability demands of prolonged emergency response. Further, affordability remains a key concern, as the high cost of suitable ZEV alternatives limits the City's ability to transition its emergency response fleet without compromising operational effectiveness.

SB 496 will create much-needed improvements to the ACF while protecting the health and safety of Californians, avoid unnecessary costs detrimental to our shared long-term goals, and ensure that local agencies can continue to work diligently to decarbonize their fleet operations and comply with the ACF without being penalized for factors beyond their control.

For these reasons, the City of Morgan Hill is pleased to support SB 496 (Hurtado).

Sincerely,

Mark Turner
Mayor

cc: Assemblymember Gail Pellerin
Senator Dave Cortese
Montana Cruz, Regional Public Affairs Manager, League of California Cities, mcruz@calcities.org
Meg Desmond, League of California Cities, cityletters@cacities.org

AMENDED IN SENATE APRIL 7, 2025

# SENATE BILL No. 496

**Introduced by Senator Hurtado**
**(Coauthors: Senators Archuleta and Niello)**
(Coauthor: Assembly Member Alanis)

February 19, 2025

An act to add Article 6 (commencing with Section 43850) and Article 6.2 (commencing with Section 43860) to Chapter 4 of Part 5 of Division 26 of the Health and Safety Code, relating to air resources.

LEGISLATIVE COUNSEL'S DIGEST

SB 496, as amended, Hurtado. Advanced Clean Fleets Regulation: appeals advisory committee: exemptions.

Existing law requires the State Air Resources Board to adopt and implement motor vehicle emission standards, in-use performance standards, and motor vehicle fuel specifications for the control of air contaminants and sources of air pollution that the state board has found necessary, cost effective, and technologically feasible. The California Global Warming Solutions Act of 2006 establishes the state board as the state agency responsible for monitoring and regulating sources emitting greenhouse gases and requires the state board to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emission reductions from those sources.

Pursuant to its authority, the state board has adopted the Advanced Clean Fleets Regulation, which imposes various requirements for transitioning local, state, and federal government fleets of medium- and heavy-duty trucks, other high-priority fleets of medium- and heavy-duty trucks, and drayage trucks to zero-emission vehicles. The Advanced

Clean Fleets Regulation authorizes entities subject to the regulation to apply for exemptions from its requirements under certain circumstances.

This bill would require the state board to establish the Advanced Clean Fleets Regulation Appeals Advisory Committee by an unspecified date for purposes of reviewing appeals of denied requests for exemptions from the requirements of the Advanced Clean Fleets Regulation. The bill would require the committee to include representatives of specified governmental and nongovernmental entities. The bill would require the committee to meet monthly and would require recordings of its meetings to be made publicly available on the state board's internet website. The bill would require the committee to consider, and make a recommendation on, an appeal of an exemption request denial no later than 60 days after the appeal is made. The bill would require specified information relating to the committee's consideration of an appeal to be made publicly available on the state board's internet website. The bill would require the state board to consider a recommendation of the committee at a public meeting no later than 60 days after the recommendation is made.

This bill would ~~expand the emergency vehicle exemption under~~ *exempt from* the Advanced Clean Fleets Regulation or *any* similar ~~regulation, as specified. The bill, with respect to requirements applicable to state and local government fleets under the Advanced Clean Fleets Regulation, would modify the requirements of the daily usage exemption and~~ *regulation vehicles reasonably anticipated to respond to emergency situations, or that support those efforts. The bill* would prohibit the state board from requiring ~~the~~ *a state or local government* fleet owner to provide documentation showing ~~the~~ *an* executed zero-emissions vehicle purchase agreement in order to ~~qualify for a specified extension to comply with certain requirements of the regulation.~~ *count an internal combustion engine vehicle as a zero-emissions vehicle purchase for purposes of postponing a zero-emissions vehicle transition mandate in the Advanced Clean Fleets Regulation.*

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

*The people of the State of California do enact as follows:*

SECTION 1. Article 6 (commencing with Section 43850) is added to Chapter 4 of Part 5 of Division 26 of the Health and Safety Code, to read:

Article 6. Advanced Clean Fleets Regulation Appeals Advisory Committee

43850. For purposes of this article, the following definitions apply:

(a) "Advanced Clean Fleets Regulation" means Article 3.2 (commencing with Section 2013) of, Article 3.3 (commencing with Section 2014) of, Article 3.4 (commencing with Section 2015) of, and Article 3.5 (commencing with Section 2016) of, Chapter 1 of Division 3 of Title 13 of the California Code of Regulations.

(b) "Committee" means the Advanced Clean Fleets Regulation Appeals Advisory Committee established pursuant to Section 43851.

(c) "Electrical corporation" has the same meaning as defined in Section 218 of the Public Utilities Code.

43851. (a) (1) On or before ____, the state board shall establish the Advanced Clean Fleets Regulation Appeals Advisory Committee.

(2) The committee shall review appeals of denied requests for exemptions or time extensions from the requirements of the Advanced Clean Fleets Regulation and make recommendations to the state board with respect to the denial of the exemption or time extension request.

(b) The committee shall be composed of all of the following:

(1) One representative of the state board who is appointed by the state board.

(2) One representative of the Public Utilities Commission who is appointed by the Public Utilities Commission.

(3) One representative of the State Energy Resources Conservation and Development Commission who is appointed by the State Energy Resources Conservation and Development Commission.

(4) One representative of the Department of General Services who is appointed by the Director of General Services.

(5) One representative of the Department of Transportation who is appointed by the Director of Transportation.

(6) One representative of a transit agency who is appointed by the state board.

(7) One representative of a regional transportation agency who is appointed by the state board.

(8) (A) No fewer than 13 and no more than 21 members selected by the state board from any of the following categories:

(i) (I) Private fleet owners.

(II) No less than 25 percent of the members appointed pursuant to this paragraph shall be private fleet owners.

(ii) (I) State and local government representatives with expertise relating to government fleets.

(II) No less than 25 percent of the members appointed pursuant to this paragraph shall be public fleet managers.

(iii) Representatives of electrical corporations.

(iv) Electric vehicle manufacturing industry experts.

(v) Representatives of environmental and environmental justice groups.

(vi) Representatives of labor groups.

(B) Members appointed pursuant to this paragraph shall serve on the committee for a minimum of one year and a maximum of three years.

43852. (a) The committee shall meet monthly on an evenly spaced schedule.

(b) (1) Meetings of the committee shall be open to the public in accordance with the requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code).

(2) Meetings of the committee shall be recorded and the recording of each meeting shall be made publicly available on the state board's internet website.

(3) It is the intent of the Legislature that members of the committee review materials relating to committee meetings and engage in constructive dialogue in all meetings.

(c) The representative of the state board shall be the nonvoting chair of the committee.

(d) A quorum shall consist of a majority of the voting members appointed to the committee at the time of a meeting. Any action requires a majority vote of the members present at a meeting at which there is a quorum.

43853. (a) If the state board denies an application for an exemption or time extension from any requirement of the Advanced Clean Fleets Regulation, the applicant may appeal the denial to the committee.

(b) No later than 60 days after the applicant appeals the denial of the exemption or time extension request to the committee, the committee shall consider the appeal at a meeting and make a recommendation to the state board regarding whether the exemption or time extension request should have been denied.

(c) The chair of the committee shall serve as the liaison between the committee and the state board, and shall report the actions and recommendations of the committee to the state board.

(d) For each appeal to the committee, all of the following information shall be made publicly available on the state board's internet website:

(1) The applicant's original request for an exemption or time extension from any requirement of the Advanced Clean Fleets Regulation and any accompanying information submitted by the applicant.

(2) All materials of the state board relating to the denial of the exemption or time extension request.

(3) The appeal and any accompanying information submitted by the applicant.

(4) The minutes of the meeting during which the appeal was considered.

(e) No later than 60 days after the committee makes a recommendation pursuant to subdivision (b), the state board shall consider the recommendation at a public meeting of the state board.

SEC. 2. Article 6.2 (commencing with Section 43860) is added to Chapter 4 of Part 5 of Division 26 of the Health and Safety Code, to read:

Article 6.2. Advanced Clean Fleets Regulation

43860. For purposes of this article, "Advanced Clean Fleets Regulation" means Article 3.2 (commencing with Section 2013) of, Article 3.3 (commencing with Section 2014) of, Article 3.4 (commencing with Section 2015) of, and Article 3.5 (commencing with Section 2016) of, Chapter 1 of Division 3 of Title 13 of the California Code of Regulations.

43861. For purposes of the Advanced Clean Fleets Regulation, or a similar regulation adopted by the state board, vehicles reasonably anticipated to respond to emergency situations, or that support those efforts, ~~and vehicles reasonably anticipated to be~~

~~used by disaster services workers, as described in Section 3100 of the Government Code, for purposes of responding to the disaster for which they have been activated,~~ are exempt to the same extent as authorized emergency vehicles as defined in Section 165 of the Vehicle Code.

43862. For purposes of the extension authorized in paragraph (3) of subdivision (n) of Section 2013, and subdivision (c) of Section 2013.1, of Title 13 of the California Code of Regulations, the state board shall not require a fleet owner to submit documentation showing the executed zero-emissions vehicle purchase agreement in order to qualify for that extension.

~~43863. (a) The state board shall not administer the daily usage exemption established pursuant to subdivision (b) of Section 2013.1 of Title 13 of the California Code of Regulations in accordance with the criteria set forth in that subdivision. Instead, the state board shall administer the daily usage exemption established pursuant to that subdivision in accordance with the criteria set forth in subdivision (b).~~

~~(b) Fleet owners may request an exemption as specified in paragraph (2) of subdivision (n) of Section 2013 of Title 13 of the California Code of Regulations to purchase a new internal combustion engine (ICE) vehicle of the same configuration as an ICE vehicle being replaced as specified in paragraph (1) of subdivision (b) of Section 2013.1 of Title 13 of the California Code of Regulations if no new battery-electric vehicle (BEV) is available to purchase that can meet the demonstrated daily usage needs of any existing vehicles of the same configuration in the fleet, as determined by the criteria specified in paragraphs (2) to (5), inclusive, of subdivision (b) of Section 2013.1 of Title 13 of the California Code of Regulations. If approved, fleet owners shall place their new ICE vehicle orders within one year from the date the exemption is granted. The executive officer of the state board shall not approve exemption requests for a vehicle configuration that is available to purchase as a near-zero-emissions vehicle. The fleet owner shall submit the following information by email to TRUCRS@arb.ca.gov to apply:~~

~~(1) The make, model, weight class, configuration, and a photograph of the ICE vehicle to be replaced.~~

~~(2) The BEV that is available to purchase in the same weight class and configuration with the highest rated energy capacity~~

~~available. The fleet owner shall submit the make, model, weight class, configuration, and rated energy capacity of the identified BEV.~~

~~(3) (A) The BEV manufacturer's available full state of charge minimum and maximum range specifications in ideal and less-than-ideal conditions, including when operated in ambient temperatures below 45 and above 90 degrees Fahrenheit and when operated under maximum towing capacity loads and climbing road grades with a minimum 5-percent grade for four miles. If this information is not available from the BEV manufacturer, a 20-percent reduction in maximum range shall be used for a range comparison to an ICE vehicle's range data. For vehicles that operate truck-mounted or integrated equipment while stationary, in lieu of supplying the BEV manufacturer's range specifications based on vehicle miles traveled, the needed rated energy capacity is the same as the measured BEV energy use specified in subparagraph (B). The fleet owner shall submit the calculation and results.~~

~~(B) In lieu of providing BEV manufacturer minimum and maximum range specifications as specified in subparagraph (A), fleet owners may instead submit measured fuel burn rate data from ICE vehicles of the same configuration already operated on similar daily assignments to substantiate their exemption request. Information shall include vehicle loading and weight data, route grade, low and high ambient temperatures, and vehicle miles traveled per day, for three consecutive business days. For vehicles that operate truck-mounted or integrated equipment while stationary, the fuel burn rate data shall also include fuel used while stationary truck-mounted or integrated equipment is operated each day.~~

~~(4) A description of the daily assignments or routes used by existing vehicle configurations with an explanation as to why no new BEVs available to purchase of the same weight class and configuration can be charged or refueled during the workday at the depot, within one mile of the routes, or where ZEV fueling infrastructure is available. The explanation shall include a description of why charging could not be managed during driver rest periods or breaks during the workday.~~

~~(5) In granting or denying the exemption request, the executive officer of the state board shall rely on the information submitted~~

~~by the applicant and use their good engineering judgment to determine whether the information meets the criteria specified in this subdivision. The executive officer shall include information regarding their years of related vehicle engineering experience, certifications, and any professional engineering licenses they have with a denied exemption request.~~

O

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

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

## APPROVE PACIFIC GAS AND ELECTRIC COMPANY AGREEMENT TO PROVIDE ELECTRIC SERVICE TO THE BUTTERFIELD PARK PHASE 1 PROJECT

### RECOMMENDATION(S)

1. Approve the Pacific Gas and Electric Agreement to provide electric service to the Butterfield Park Phase 1 Project.; and
2. Authorize the City Manager to administer and execute the Pacific Gas and Electric Company Agreement in the amount of $236,456.

### COUNCIL PRIORITIES, GOALS & STRATEGIES

**City Council Ongoing Priorities**
Supporting our Youth, Seniors, and Entire Community

**2024-2025 Strategic Priorities**
Economic Development and Tourism
Healthy Community

**Guiding Documents**
Bikeways, Trails, and Recreation Master Plan

### REPORT NARRATIVE:

On October 24, 2024, the City Council awarded a contract to S&H Construction, Inc. in the amount of $3,268,600 for the construction of the Butterfield Park Phase 1 Project. Construction on the project has begun with site grading to date (Attachment 1 - Vicinity Map).

The Butterfield Park Phase 1 will require electricity to operate the proposed restroom and lighting required for the parking lot, and staff have been working with Pacific Gas and Electric Company (PG&E) on an approved electrical design to provide power to the project site. The cost for PG&E to perform this work is $236,456 (Attachment 2 - PG&E Agreement). PG&E's scope of work includes the design, installation of conductors/wires, required inspections, connection, and energization to PG&E's existing electrical system.

Staff recommends that the City Council approve the execution of this agreement with PG&E. With the agreement executed, S&H Construction, Inc. will be able to begin scheduling for PG&E inspection and avoid construction delays.

**COMMUNITY ENGAGEMENT:**
Inform
City Staff will provide regular updates through media, social media, and the City's webstie as this is part of the Butterfield Park Project.

**ALTERNATIVE ACTIONS:**
There is no viable alternative to this action, as not approving the agreement with PG&E would stop any further progress to the Butterfield Park Phase I Project

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
The City Council authorized a grant application for development of this park site in July 2019 and in October 2020.
August 3, 2022 - City Council received an update on the partnership opportunities.
November 15, 2022 - Parks and Recreation Commission recommended moving forward with partnership agreement negotiation.
March 15, 2023 - City Council approved a partnership agreement with the Foundation for a Better Ride/USA BMX to build a BMX track adjacent to the proposed park facility.
March 15, 2023 - City Council approved an agreement with Verde Design to take the conceptual designs to construction documents for bidding.
October 24, 2024 - City Council awarded Butterfield Park - Phase 1 Project to S&H Construction, Inc. in the amount of $3,268,600.

**FISCAL AND RESOURCE IMPACT:**
There are sufficient funds available for this work within the approved FY24-25 Capital Improvement Budget under the Butterfield Park Project PR1009 from the Park Impact Fund (301) and Quimby Fund (375).

**CEQA (California Environmental Quality Act):**
Project
An environmental assessment, including an Initial Study and Mitigated Negative Declaration (MND), was prepared for the project by David J. Powers & Associates, Inc. in conformance with CEQA for the initial site plan and uses in 2019. In 2023, an Addendum to the Initial Study and MND was prepared for modifications to the site plan and uses.




CITY OF MORGAN HILL

**Public Services Department**
**Engineering Division**

# Project Location Map
# Butterfield Park Phase 1 Project

0 125 250 500 750 1,000 Feet

# Customer Payment Coupon

| References | |
|---|---|
| Notification # | 126365690 |
| Contract # | 50092979 V2 |
| E16-PM # | 35487953 |
| Customer # | 4231983 |

May 05, 2025

CITY OF MORGAN HILL
17575 Peak Avenue
MORGAN HILL, CA 95037

## Customer Payment Summary

BUTTERFIELD BLVD & MONTEREY ROAD, MORGAN HILL

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

| Payment Options | Subtotal | Total Due |
|---|---|---|
| **10-Year Refundable Advance Option Gas and Electric** | $449,054.33 | **$449,054.33** |
| **Non-Refundable 50 percent Discount Option for Gas and Electric** | $236,456.43 | **$236,456.43** |
| **10-Year Refundable Advance Option for Gas and Non-Refundable 50 percent Discount Option for Electric** | $236,456.43 | **$236,456.43** |
| **Non-Refundable 50 percent Discount Option for Gas and 10-Year Refundable Advance Option for Electric** | $449,054.33 | **$449,054.33** |

## Important Payment Information

To complete your contract ONLINE

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

To complete your contract BY MAIL

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

**IMPORTANT MESSAGE**

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

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

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

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

126365690

# Gas and Electric Extension Agreement*

| For Internal Use | |
|---|---|
| Notification # | 126365690 |
| Contract # | 50092979 V2 |
| E-PM # | 35487953 |
| G-PM # | |
| E-Prior MLX/PM# | |
| G-Prior MLX/PM# | |
| Customer # | 4231983 |

May 05, 2025

CITY OF MORGAN HILL
17575 Peak Avenue
MORGAN HILL, CA, 95037

Re: BUTTERFIELD BLVD & MONTEREY ROAD, MORGAN HILL

Dear Christina Turner

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Per Decision 22-09-026, Residential and Non-residential Customers submitting an application for new gas service on or after July 1, 2023, do not qualify for Allowances, Refunds or Discount Option.
Per Decision 23-12-037, Mixed-Fuel New Constructions project applications received after July 1, 2024, will not qualify for Allowances, Refunds, or Discount Option. For new applications for Gas Service Extension(s) on or after July 1, 2023, and Mixed Fuel New Construction projects after July 1, 2024, Applicants must pay PG&E its total estimated installed cost upon contract execution, in advance of PG&E commencing its work. Upon completion of the work and determination of actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs. An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service. Non-Residential Customers submitting an application for new gas service on or after July 1, 2023 may qualify for Allowances, Refunds or Discount Option if approved by the CPUC. Please complete the following four steps to execute this contract.

## 1 Review the following work responsibilities and cost information.

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

| | | GAS | | ELECTRIC |
|---|---|---|---|---|
| **Total non-refundable project costs** | | **$0.00** | | **$23,858.53** |
| **Refundable extension costs** | | **$0.00** | | **$425,195.78** |
| Allowances (credit) | - | $0.00 | - | $0.00 |
| **Net refundable amount** | = | **$0.00** | = | **$425,195.78** |
| **10 YEAR REFUNDABLE OPTION** | | | | |
| **Net refundable amount** | | **$0.00** | | **$425,195.78** |
| Credit for value of design and/or facilities provided by applicant | - | $0.00 | - | $0.00 |
| **Total non-refundable project costs** | + | **$0.00** | + | **$23,858.53** |
| **Total (if you select this option)** | = | **$0.00** | = | **$449,054.32** |
| **NON-REFUNDABLE 50% DISCOUNT OPTION** | | | | |
| **Net refundable amount** | | **$0.00** | | **$425,195.78** |
| Discount: 50% of Net refundable amount | - | $0.00 | - | $212,597.89 |
| Credit for value of design and/or facilities provided by applicant | - | $0.00 | - | $0.00 |
| **Total non-refundable project costs** | + | **$0.00** | + | **$23,858.53** |
| **Total (if you select this option)** | = | **$0.00** | = | **$236,456.43** |
| **Potential refund per residential lot/unit** | | **$0.00** | | **$0.00** |
| **Potential reimbursement per service completion** | | | | |
| Pressurized or energized system | | $0.00 | | $0.00 |
| Not pressurized or energized system | | $0.00 | | $0.00 |
| **Reimbursement for other work performed** | | **$0.00** | | **$7,134.99** |

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

### DEFINITIONS AND EXPLANATION OF TERMS

**(For more detail see rules 15 and 16):**

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

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

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

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

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

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

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

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

126365690

* Automated document, Preliminary Statement, Part A



"PG&E" refers to Pacific G

# Gas and Electric Extension Agreement*

## 2 Select one of the following payment options.

| | Gas | | Electric | | Advance | | Total Due |
|---|---|---|---|---|---|---|---|
| ☐ **10-Year Refundable Option for Gas and Electric** | $0.00 | + | $449,054.33 | - | N/A | = | $449,054.33 |
| ☐ **Non-Refundable 50 Percent Discount Option for Gas and Electric** | $0.00 | + | $236,456.43 | - | N/A | = | $236,456.43 |
| ☐ **10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric** | $0.00 | + | $236,456.43 | - | N/A | = | $236,456.43 |
| ☐ **Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric** | $0.00 | + | $449,054.33 | - | N/A | = | $449,054.33 |

## 3 Review these important terms and conditions.

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

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

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

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

**Please provide your payment and required forms within 90 days from May 05, 2025. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.**

If you have any questions, please contact Ca Huynh at **877-743-7782** or by email at **CPH4@PGE.COM.**

## ADDITIONAL INFORMATION

### What is the SACAC form

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

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

### How do I fill out the SACAC?

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

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

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

**Please follow payment instructions found on your Payment Coupon.**

☐ I,_____ (Applicant), hereby attest and certify that this project does not meet the definition of Mixed-Fuel New Construction as described in PG&E Gas and Electric Rules 1 and 15, provided below:
MIXED-FUEL NEW CONSTRUCTION: A new end-use load or consistent with the definition of New Construction in the CEC 2022 Building Energy Efficiency Standards, a building that has never been used or occupied for any purpose, or any renovation where 50 percent or more of the exterior weight bearing walls are removed, that uses gas and/or propane in addition to electricity.

## Pacific Gas and Electric Company

**This contract has been reviewed and approved by:**

Brandon Tran

Service Planning Supervisor

## Customer

**Agreed and accepted by:**

CITY OF MORGAN HILL, A GOVERNMENT AGENCY

Authorized Signatory Christina Turner

Title Managing Director

Signature

Date

126365690

* Automated document, Preliminary Statement, Part A



"PG&E" refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. ©2015 Pacific Gas and Electric Company. All rights reserved.

# STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS.*

May 05, 2025

**Project Name:** **BUTTERFIELD PARK**

**Project Location:** **BUTTERFIELD BLVD & MONTEREY ROAD, MORGAN HILL**

**Notification Number:** **126365690**

**PM Number(s):** **(Gas)** **(Electric)** **35487953**

## APPLICANT COSTS

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

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

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

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

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

- Applicant's statement of costs include: overhead or underground service conductors,poles, service transformers, connection fittings, service pipe, valves, service connections,and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.

* This form at all times shall be subject to such modifications as the California Public Utilities Commission May direct form time to time in the exercise of its jurisdiction.

†Information collected on this form is used in accordance with PG&E's privacy policy. The privacy policy is available at pge.com/privacy

**GAS**

**Gas Distribution Facilities and Non-Residential Service Services:**

**Applicant: $** _____

**PG&E:** **$0.00**

**ELECTRIC**

**Electric Distribution Facilities and Non-Residential Service Services:**

**Applicant: $** _____

**PG&E:** **$223,151.29**

**GAS DISTRIBUTION TRENCH**

**Applicant: $** _____

**PG&E:** **$0.00**

- Applicant's statement of costs include: overhead or underground service conductors,poles, service transformers, connection fittings, service pipe, valves, service connections,and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.

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

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

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

Executed on _____ at _____

(Date) (City)

By: Christina Turner

Print Applicant Name: **CITY OF MORGAN HILL, A GOVERNMENT AGENCY**

Signed: _____

Title: Managing Director

**Pacific Gas and Electric Company**

# Detailed Cost Sheet - Electric Distribution and Service Extension Costs

| References | |
|---|---|
| Notification # | 126365690 |
| Contract # | 50092979 V2 |
| E16-PM # | 35487953 |
| Customer # | 4231983 |

May 05, 2025

Applicant: **Christina Turner**

Project Location/Name **BUTTERFIELD BLVD & MONTEREY ROAD, MORGAN HILL**

## Cost Breakdown

Total number of residential lots/units for this project: 0

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

Total number of combined meters: 1

Cost of Services:

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

Cost of Service Within Allowance:

| | | | | | |
|---|---|---|---|---|---|
| less Total Residential Service Allowance (not to exceed Total Estimated Cost of Service Subject to Allowance) | | | | | |
| $0.00 | X | 0 | = | (-) | $0.00 |
| Excess Service Cost | | | | (=) | $0.00 |
| Estimated Service Cost Within Allowance (Total less Excess) | | | | (=) | $0.00 |
| Average Cost per Lot or Unit Within Allowance | | | | | |
| $0.00 | / | 0 | = | | $0.00 |

Excess Service Allowance Applied to Distribution Line Extension Refundable

Amount per Lot or Unit:

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

000126365690

## Allowances

Residential:

| $0.00 (Allowance) | X | 0 (Lots / Units) | = | $0.00 |
|---|---|---|---|---|

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

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

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

less Residential Service Allowance:

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

Total Distribution Line Extension Allowance (=) $0.00

## Amount Subject to Refund

| | | | |
|---|---|---|---|
| Engineering & Administrative Costs | | $56,617.74 | |
| Including Applicant Design Value of | $0.00 | | |
| Tie-In of Distribution by PG&E | (+) | $60,303.93 | |
| Electric Metering (Non-Residential Projects) | (+) | $2,826.87 | |
| Other Taxable charges ( N/A ) | (+) | $0.00 | |
| PG&E installed - Cost of Distribution Line and Non-Res Svcs. | (+) | $223,151.29 | |
| Applicant installed - Cost of Distribution Line and Non-Res Svcs. | (+) | $0.00 | |
| Value of Distribution Substructures | (+) | $0.00 | |
| Inspection Fees | (+) | $0.00 | |
| Less Non-Residential Service Costs not Qualified for Refunds | (-) | $0.00 | |
| Less Distribution Extension Costs not Qualified for Refunds | (-) | $0.00 | |
| SUB TOTAL | (=) | $342,899.83 | |
| Including Net Joint Pole Credit Value of | $0.00 | | |
| plus ITCC @ 24% | (+) | $82,295.95 | |
| Total Refundable Amount | (+) | $425,195.79 | |
| Less Total Allowances (not to exceed Total Refundable Amount) | (-) | $0.00 | |
| Balance: Net Refundable Amount | | $425,195.78 | |

**10 Year Refundable Advance Option**

| | | |
|---|---|---|
| Balance: Net Refundable Amount | $425,195.78 | |
| Less Credit for Value of Applicant Design Work | $0.00 | |
| Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant | $0.00 | |
| Less Distribution Substructures by Applicant | $0.00 | |
| Net 10 Year Refundable Advance Option Amount | | $425,195.79 |

**Non-Refundable Discount Option**

| | | | | | |
|---|---|---|---|---|---|
| Balance: Net Refundable Amount | | | | | $425,195.78 | |
| less Discount | $425,195.78 (Balance) | X | 0.50 (Discount Rate) | = (-) | $212,597.89 | |
| Less Credit for Value of Applicant Design Work | | | | | $0.00 | |
| Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant | | | | | $0.00 | |
| Less Distribution Substructures by Applicant | | | | | $0.00 | |
| Net Non-Refundable Discount Option Amount | | | | | | $212,597.89 |

000126365690

## Non-Refundable Payments

### Rule 16 Non-Refundable Payments

| | | | |
|---|---|---|---|
| Excess Service Costs | | $0.00 | |
| Non-Residential Service Costs not Qualified for Refunds | (+) | $0.00 | |
| Service Costs Beyond Preferred Service Location | (+) | $0.00 | |
| Service Riser | (+) | $0.00 | |
| Value of Rule 16 Land Rights Costs | (+) | $0.00 | |
| Value of Service Trench, Conduits & Substructures in the Franchise Area or on 3rd Party Property | (+) | $83,220.72 | |
| Inspection Fees | (+) | $1,690.10 | |
| Rule 16 Trench Permits Obtained by PG&E | (+) | $1,216.00 | |
| Other Taxable Charges: N/A | (+) | $0.00 | |
| Cost of Additional Rule 16 Applicant Design Plan Checks | (+) | $0.00 | |
| SUB TOTAL | (=) | $86,126.82 | |
| Plus ITCC @ 24% | (+) | $20,670.43 | |
| Other Non-taxable Charges: | (+) | $0.00 | |
| Residential Per Meter Charge = 0 unit(s) | (+) | $0.00 | |
| Non-Residential Per Meter Charge 1 unit(s) | (+) | $282.00 | |
| Inspection Fees (not subject to ITCC) | (+) | $0.00 | |
| Plus Service Trench, Conduits, & Substructures installed by PG&E on Private Property | (+) | $0.00 | |
| SUB TOTAL | (=) | $107,079.26 | |
| Less Excess Service Facilities Installed by Applicant | (-) | $0.00 | |
| Less Service Costs Beyond Preferred Location by Applicant | (-) | $0.00 | |
| Less Service Trench in the Franchise Area or on & 3rd Party Property installed by Applicant | (-) | $83,220.72 | |
| Less Rule 16 Applicant Design Work Associated with Excess | (-) | $0.00 | |
| Total Rule 16 Non-Refundable Amount | | (=) | $23,858.54 |

### Rule 15 Non-Refundable Payments

| | | | |
|---|---|---|---|
| Distribution Extension Costs not Qualified for Refunds | | $0.00 | |
| Inspection Fees | (+) | $0.00 | |
| Re-estimating/Composite Preparation | (+) | $0.00 | |
| Cost of Additional Applicant Design Plan Checks | (+) | $0.00 | |
| Value of Distribution Conduits | (+) | $0.00 | |
| Distribution Risers Installed by PG&E | (+) | $0.00 | |
| Value of Distribution Trench | (+) | $0.00 | |
| PG&E Land Rights Costs | (+) | $0.00 | |
| Rule 15 Trench Permits Obtained by PG&E | (+) | $0.00 | |
| Other | (+) | $0.00 | |
| SUB TOTAL | (=) | $0.00 | |
| Plus ITCC @ 24% | (+) | $0.00 | |
| Other Non-taxable Charges | (+) | $0.00 | |
| SUB TOTAL | (=) | $0.00 | |
| Less Cost of Distribution Line Extension Installed by Applicant | (-) | $0.00 | |
| Less Distribution Substructures by Applicant | (-) | $0.00 | |
| Less Rule 15 Applicant Design Work | (-) | $0.00 | |
| Less Distribution Conduits Installed by Applicant | (-) | $0.00 | |
| Less Distribution Trench Provided by Applicant | (-) | $0.00 | |
| Total Non-Refundable Electric Rule 15 Amount | | (=) | $0.00 |

**Relocation / Rearrangement of PG&E Facilities**

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

**Actual Cost Billing Forecast**(6)

| | | | |
|---|---|---|---|
| Total Non-Refundable Electric Rule 16 Amount | (+) | $23,858.53 | |
| Total Non-Refundable Electric Rule 15 Amount | (+) | $0.00 | |
| Total Non-Refundable Relocation / Rearrangement Amount | (+) | $0.00 | |
| Total Non-Refundable Costs | (+) | $23,858.53 | |
| Actual Cost Billing Forecast Fee | (+) | $0.00 | |
| Total Non-Refundable Payment | | (=) | $23,858.53 |

**Value of Electric Facility Reinforcements by PG&E:** $0.00 **based upon Applicant's estimated demand of:** 0.00 **kVa**

(Reference: Payment Adjustments. Excess Facilities section of provisions)

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

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

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

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

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

(6) Per CPUC Decision 23-12-037, Actual Cost Billing Forecast is to cover any cost increases due to unforeseen circumstances.

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

000126365690

**Pacific Gas and Electric Company**

# Detailed Cost Sheet – Reimbursement Costs

| References | |
|---|---|
| Notification # | 126365690 |
| Contract # | 50092979 V2 |
| E16-PM # | 35487953 |
| Customer # | 4231983 |

May 05, 2025

## Cost Breakdown

Applicant: **Christina Turner**

Project Location/Name: **BUTTERFIELD BLVD & MONTEREY ROAD, MORGAN HILL**

### Electric Rule 15

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

### Electric Rule 16

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

**Reimbursements per Service Completion - Electric**

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

### Electric PG&E Betterment

$7,134.99

### Electric Relocation

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

### Electric Rule 20B

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

## Electric Rule 20C

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

## Streetlights

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

## Gas Rule 15

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

## Gas Rule 16

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

**Reimbursements per Service Completion - Gas**

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

## Gas PG&E Betterment

$0.00

## Gas Relocation

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

---

(1) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.

(2) This Reimbursement will be paid on a per service basis as each service is completed.

(3) Excludes service completion reimbursements made under Rule 16. Service completion reimbursements will be made as each service is connected, on a per service basis.

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

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Tanya Carothers, Environmental Services Administrator
APPROVED BY: City Manager

## APPROVE SOLID WASTE MANAGEMENT RATE ADJUSTMENT FOR 2025

### RECOMMENDATION(S)
Adopt resolution approving an adjustment to the maximum allowable solid waste charges effective July 1, 2025.

### COUNCIL PRIORITIES, GOALS & STRATEGIES
**City Council Ongoing Priorities**
Protecting the Environment

**2024-2025 Strategic Priorities**
Fiscal Sustainability

### REPORT NARRATIVE:
The purpose of this report is to present Recology South Valley's (Recology) request for an adjustment to the maximum allowable solid waste rates charged within the City for City Council consideration and action.

One of the provisions of Recology's franchise agreement has historically been that service rate increases are based upon changes in the Consumer Price Index and the price of natural compressed gas. Under the current franchise agreement which was approved in 2022, rate amendments are now based on changes in the Consumer Price Index and price of compressed natural gas, in addition to cost of waste disposal, recycling processing, and accrued exceptional costs. The rate adjustment requested this year when accounting for these factors is a 1.44% increase. For descriptions of the service rate calculation components, see table below.

In accordance with their franchise agreement with the City, Recology submitted the attached timely request for a rate adjustment (Attachment 1) and staff has determined that Recology's rate application follows the formula prescribed in the franchise agreement. For residential customers, this 1.44% adjustment applied to the current, basic residential service rate of $44.14 is $0.64 per month. With the approval of this adjustment, the maximum permitted monthly charge for flatland customers will be $44.78 and the maximum permitted monthly charge for hillside customers will be $48.71. For a business getting a 3-yard dumpster serviced once per week, the

maximum allowable monthly rate will rise from $485.58 to $492.57. As always, customers eligible for lower rates on their PG&E bill can also obtain discounted solid waste services by showing Recology their discounted PG&E bill.

It is recommended that the Council adopt the resolution (Attachment 2) increasing the maximum allowed rates for solid waste management services starting July 1, 2025.

**SERVICE RATE CALCULATION COMPONENTS**

| Component | Description |
|---|---|
| Consumer Price Index | The Consumer Price Index (CPI) is used to adjust the portion of rates that the parties have agreed represent costs for labor, capitalized equipment, equipment parts, repair and maintenance, facilities, utilities, insurance, administration and other necessary and reasonable costs. |
| Fuel | This component is used to adjust the portion of rates that the parties have agreed represents the cost of fuel used by the hauler for its operations. |
| Solid Waste Disposal | This component is used to adjust the portion of rates that the parties have agreed represents the cost for disposing of solid waste at the designated disposal facility. |
| Recyclables Processing | This component is used to adjust the portion of rates that the parties have agreed represents the cost of processing recyclable materials delivered to a recycling processing facility. |
| Exceptional Costs | This component is the amount calculated for the hauler to recover costs incurred during the previous year for additional services. These services could include, but are not limited to:<br>• Cost of Performance Audit;<br>• Cost of compost provided by the hauler, as requested annually by the City;<br>• Cost of City-requested homeless encampment and other cleanup events;<br>• Cost of City-requested disposal vouchers; and/or<br>• Implementation Funds which are requested for collection in the upcoming year to cover City activities and programs implemented for compliance with Local, Regional, State, or Federal permits, laws and/or regulations related to the collection and/or management of trash or solid waste.<br><br>Exceptional Costs requested for FY 2025/26 total $697,438 including $560,355 for Implementation Funds, $102,787 in City Franchise Fees which are included as part of the rate adjustment for all revenues received by the hauler (not including compost vouchers), plus $34,296 for SB 1383 Mandatory Organic Waste Recycling compost vouchers. These Exceptional Costs will result in a 0.12% delta service rate increase after accounting for last year's amount of $678,970, which residents are already accustomed to paying. The FY 2025/26 Implementation Funds will go toward City staff resources for compliance with SB 1383, installation of trash capture devices for compliance with the State Trash |

**SERVICE RATE CALCULATION COMPONENTS - CONTINUED**

| Component | Description |
|---|---|
| Exceptional Costs - *Continued* | Amendments, City staffing and associated equipment to support trash capture device inspections and maintenance, a waste characterization study to adjust the City compost procurement target as allowed by AB 2346 which updates requirements for procurement of organic waste products, and to cover costs related to the Household Hazardous Waste (HHW) Program. |

**COMMUNITY ENGAGEMENT:**
The community will be informed about the rate amendment via notices in the bills they receive from Recology.

**ALTERNATIVE ACTIONS:**
Not applicable as the City is contractually obligated to approve this amendment to the maximum rates for the normal annual adjustment.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
The City Council has evaluated solid waste rate adjustments annually for decades. In 2022, the City Council approved the current franchise agreement which established the current formula for the annual process. In 2023 and 2024, the City Council utilized the formula for the annual process to adjust rates.

**FISCAL AND RESOURCE IMPACT:**
The City's annual franchise fee revenues will increase by approximately $33,000 under the proposed rate adjustments. Franchise fee is a revenue source of the General Fund (010). Processing this application is an anticipated and included activity in the work program of the Public Services Department.

**CEQA (California Environmental Quality Act):**
Not a Project
This action will not result in physical changes to the environment, and it is not a project under CEQA.

Recology
South Valley
WASTE ZERO

February 26, 2025

Ms. Tanya Carothers
Environmental Services Administrator
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037

**Re: July 2025 Rate Adjustment**

Dear Ms. Carothers:

As outlined in Exhibit A.2 section 1 thru 6 of the December 1, 2022 franchise agreement, we submit our request for a 1.44% adjustment to the collection rates effective July 1, 2025. Attached are the following exhibits:

**Exhibit 1 - CPI Calculation**
CPI calculation using the formulas described in Exhibit A.2 of the franchise agreement for the different components and sub-components.

**Exhibit 2A – CPI Component**
Data from the U.S. Department of Labor - Bureau of Labor Statistics displaying the required values of the CPI calculation.

**Exhibit 2B – Fuel Component**
PG&E rate schedule G-NGV1 showing the October average monthly cost per unit.

**Exhibit 2C – Disposal Component**
Copies of the previous year and most recent landfill rate increase letters.

**Exhibit 2D – Recyclables Processing Component**
Table showing monthly processing cost/(revenue) per ton

Recology South Valley
WASTE ZERO

**Exhibit 2E – Exceptional Costs Component**

Copy of letter requesting Implementation Funding for FY 2025/26, plus calendar year 2024 compost procurement cost. Actual calendar year 2025 compost procurement sales amounts will be included in the July 2026 rate adjustment calculation.

**Exhibit 3 – Rate Schedule**

This table applies the combined CPI factor to the current rates and calculates the adjusted rates for July 1, 2025.

Should you have any questions or need additional information, please call me at (408) 846-1395.

Sincerely,

Mike Kelly
General Manager

**RECOLOGY SOUTH VALLEY**
**CITY OF MORGAN HILL**
**RATE ADJUSTMENT**
**EFFECTIVE JULY 1, 2024**

Rate change calculation formula $\frac{X(1) - X(2)}{X(2)}$

**1) *CPI Index Component***

| | | |
|---|---|---|
| X (1) = October, 2024 | | 349.370 |
| X (2) = October, 2023 | | 341.219 |
| | CPI = | $\frac{349.37 - 341.219}{341.219}$ |
| | CPI = | 2.39% |
| | Percentage Applicable | 83.5% |
| | **83.5% of CPI =** | **2.00%** |

**2) *Fuel (PG&E Schedule G-NGV1)***

| | | |
|---|---|---|
| X (1) = 12-mo Average ended Oct-24 | | 1.261 |
| X (2) = 12-mo Average ended Oct-23 | | 1.227 |
| | Fuel = | $\frac{1.261 - 1.227}{1.227}$ |
| | Fuel = | 2.77% |
| | Percentage Applicable | 3.5% |
| | **3.5% of Fuel =** | **0.10%** |

**3) *Disposal Component***

| | | |
|---|---|---|
| X (1) = MSW Disposal Rate Oct-24 | | 28.06 |
| X (2) = MSW Disposal Rate Oct-23 | | 27.38 |
| | Disposal Change = | $\frac{28.06 - 27.38}{27.38}$ |
| | Disposal Change = | 2.48% |
| | Percentage Applicable | 10.5% |
| | **10.5% of Disposal =** | **0.26%** |

**4) *Recyclables Processing Component***

| | | |
|---|---|---|
| X (1) = Recyclables unit cost per ton 12-mo ended Oct-24 | | 20.45 |
| X (2) = Recyclables unit cost per ton 12-mo ended Oct-23 | | 34.93 |
| | Recyclables unit cost per ton Change = | $\frac{20.45 - 34.93}{34.93}$ |
| | Recyclables unit cost per ton Change = | -41.45% |
| | Percentage Applicable | 2.5% |
| | **2.5% of Recyclables Processing =** | **-1.04%** |

**5) *Exceptional Costs***

| | |
|---|---|
| Annualized Billed Revenue | 14,788,427 |
| Remove Prior Year Exceptional Costs | **(678,970)** |
| Performance Audit | 0 |
| City requsted homeless encampment | 0 |
| and other clean-up events | 0 |
| City requested dispoals/compost vouchers | 34,296 |
| Annual Mandatory Implementation Funds | 560,355 |
| Add 15.5% City Fees | 102,787 |
| **Current Year Exceptional Costs** | **697,438** |
| **TOTAL EXCEPTIONAL COSTS** | **18,468** |
| **Exceptional Costs Adjustment =** | 0.12% |

**Total rate adjustment (1+2+3+4+5)** **1.44%**

## CPI for All Urban Consumers (CPI-U)
## Original Data Value

**Series Id:** CUURS49BSA0
**Not Seasonally Adjusted**
**Series Title:** All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
**Area:** San Francisco-Oakland-Hayward, CA
**Item:** All items
**Base Period:** 1982-84=100
**Years:** 2014 to 2024

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Annual | HALF1 | HALF2 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2014** | | 248.615 | | 251.495 | | 253.317 | | 253.354 | | 254.503 | | 252.273 | 251.985 | 250.507 | 253.463 |
| **2015** | | 254.910 | | 257.622 | | 259.117 | | 259.917 | | 261.019 | | 260.289 | 258.572 | 256.723 | 260.421 |
| **2016** | | 262.600 | | 264.565 | | 266.041 | | 267.853 | | 270.306 | | 269.483 | 266.344 | 263.911 | 268.777 |
| **2017** | | 271.626 | | 274.589 | | 275.304 | | 275.893 | | 277.570 | | 277.414 | 274.924 | 273.306 | 276.542 |
| **2018** | | 281.308 | | 283.422 | | 286.062 | | 287.664 | | 289.673 | | 289.896 | 285.550 | 282.666 | 288.435 |
| **2019** | | 291.227 | | 294.801 | | 295.259 | | 295.490 | | 298.443 | | 297.007 | 295.004 | 293.150 | 296.859 |
| **2020** | | 299.690 | | 298.074 | | 300.032 | | 300.182 | | 301.736 | | 302.948 | 300.084 | 299.109 | 301.059 |
| **2021** | | 304.387 | | 309.419 | | 309.497 | | 311.167 | | 313.265 | | 315.805 | 309.721 | 306.724 | 312.718 |
| **2022** | | 320.195 | | 324.878 | | 330.539 | | 328.871 | | 332.062 | | 331.222 | 327.060 | 323.408 | 330.711 |
| **2023** | | 337.173 | | 338.496 | | 340.056 | | 340.094 | | 341.219 | | 339.915 | 339.050 | 337.689 | 340.411 |
| **2024** | | 345.151 | | 351.247 | | 351.064 | | 349.290 | | 349.370 | | 348.001 | 348.417 | 347.857 | 348.977 |
| | | | | | | | Year over Year % Change | | | 2.39% | | | | | |

https://www.pge.com/tariffs/GRF.SHTML

**Pacific Gas and Electric Company**
**Schedule G-NGV1**
**Natural Gas Service for Compression[1/]**
**on Customers' Premises**
**January 1, 2021, to December 31, 2023**
($/therm[2/])

| Effective Date | Advice Number | Customer Charge | Procurement Charge | Transportation Charge | Total G-NGV1 Charge[4/] | Cap-and-Trade Cost Exemption Credit [5/] | PPP Surcharge[4/] |
|---|---|---|---|---|---|---|---|
| 11/01/22 | 4673-G | $0.44121 | $0.87365 | $0.66357 | $1.53722 | $0.10235 | $0.04380 |
| 12/01/22 | 4684-G | $0.44121 | $0.91305 3/ | $0.66357 | $1.57662 | $0.10235 | $0.04380 |
| 01/01/23 | 4692-G | $0.44121 | $1.29741 | $0.63230 | $1.92971 | $0.11886 | $0.04866 |
| 02/01/23 | 4706-G | $0.44121 | $1.37163 | $0.63230 | $2.00393 | $0.11886 | $0.04866 |
| 03/01/23 | 4717-G | $0.44121 | $0.72941 | $0.63230 | $1.36171 | $0.11886 | $0.04866 |
| 04/01/23 | 4726-G | $0.44121 | $0.17606 | $0.63230 | $0.80836 | $0.11886 | $0.04866 |
| 05/01/23 | 4748-G | $0.44121 | $0.10377 | $0.63230 | $0.73607 | $0.11886 | $0.04866 |
| 06/01/23 | 4757-G | $0.44121 | $0.15751 | $0.63230 | $0.78981 | $0.11886 | $0.04866 |
| 07/01/23 | 4767-G | $0.44121 | $0.21752 | $0.63230 | $0.84982 | $0.11886 | $0.04866 |
| 08/01/23 | 4780-G | $0.44121 | $0.23682 | $0.63693 | $0.87375 | $0.11886 | $0.04866 |
| 09/01/23 | 4791-G | $0.44121 | $0.40453 | $0.63972 | $1.04425 | $0.11886 | $0.04866 |
| 10/01/23 | 4804-G | $0.44121 | $0.57892 | $0.63972 | $1.21864 | $0.11886 | $0.04866 |
| 11/01/23 | 4821-G | $0.44121 | $0.64714 | $0.63972 | $1.28686 | $0.11886 | $0.04866 |
| 12/01/23 | 4828-G | $0.44121 | $0.84001 | $0.63972 | $1.47973 | $0.11886 | $0.04866 |
| 01/01/24 | 4847-G | $0.44121 | $0.67924 | $0.86390 | $1.54314 | $0.17989 | $0.05218 |
| 02/01/24 | 4858-G | $0.44121 | $0.59844 | $0.88048 | $1.47892 | $0.17989 | $0.05218 |
| 03/01/24 | 4872-G | $0.44121 | $0.37285 | $0.88048 | $1.25333 | $0.17989 | $0.05218 |
| 04/01/24 | 4882-G | $0.44121 | $0.04226 | $0.90403 | $0.94629 | $0.17989 | $0.05218 |
| 05/01/24 | 4900-G | $0.44121 | $0.06196 | $0.90403 | $0.96599 | $0.17989 | $0.05218 |
| 06/01/24 | 4919-G | $0.44121 | $0.14791 | $0.90403 | $1.05194 | $0.17989 | $0.05218 |
| 07/01/24 | 4926-G | $0.44121 | $0.33826 | $0.90403 | $1.24229 | $0.17989 | $0.05218 |
| 08/01/24 | 4947-G | $0.44121 | $0.47120 | $0.90403 | $1.37523 | $0.17989 | $0.05218 |
| 09/01/24 | 4962-G | $0.44121 | $0.35980 | $0.94226 | $1.30206 | $0.19678 | $0.05218 |
| 10/01/24 | 4975-G | $0.44121 | $0.26991 | $0.94226 | $1.21217 | $0.19678 | $0.05218 |
| 11/01/24 | 4988-G | $0.44121 | $0.36645 | $0.94226 | $1.30871 | $0.19678 | $0.05218 |
| 12/01/24 | 5003-G | $0.44121 | $0.44075 | $0.94226 | $1.38301 | $0.19678 | $0.05218 |

| | |
|---|---|
| Nov-21 to Oct-22 Average | $1.22700 |
| Nov-22 to Oct-23 Average | $1.26100 |
| Year over Year % Change | **2.77%** |

1/ Rate Schedule G-NGV1 was converted to Standard Status, rather than Experimental, effective August 30, 2008, due to Advice Letter 2945-G.
2/ Unless otherwise noted.
3/ The procurement rate includes a charge of $0.06258 per therm to reflect account balance amortizations in accordance with Advice Letter 3157-G. Schedule G-PPPS (Public Purpose Program surcharge) needs to be added to the Total G-NGV1 Charge for bill calculation.
4/ See Schedule G-PPPS for details and exempt customers.
5/ The Cap-and-Trade Cost Exemption Credit is applicable to Covered Entities (i.e., customers that currently have a direct obligation to pay for allowances directly to the Air Resources Board for their Greenhouse Gas (GHG) emissions) who will see a line item credit on their bill equal to $0.102 per therm times their monthly billed volumes. See tariff for further explanation.

## Disposal Component

John Smith Road Landfill
P.O. Box 1480
Hollister, CA. 95023
(831) 637-4515

December 15, 2023

Mike Kelly
Morgan Hill / Gilroy
1351 Pacheco Pass Highway
Gilroy, CA. 95020-0530

Subject: **Pricing Update for Disposal of Solid Waste at John Smith Road Landfill**

Dear Mike,

The purpose of this letter is to inform you of your annual rate increases to the disposal rate charged by John Smith Road Landfill for receipt of municipal solid waste (MSW). The rate increases will take effect January 1, 2024.

Currently your tonnage rate is $27.38/ton. Per our Solid Waste Disposal Agreement your increase reflects the CPI on the proprietary tonnage rate of 2.21%. Your new rate including taxes and .20/centston for the increase in the depletion fee from the county will be $28.06/ton.

If you have any questions concerning the above matter, please feel free to contact me at (831) 537-1567.

Sincerely,

Andy Obertello
Site Manager
John Smith Road Landfill
831-537-1567

| | | | |
|---|---|---|---|
| Per JS Letter | | | $ 28.06 |

JOHN SMITH ROAD
LANDFILL

**JOHN SMITH ROAD LANDFILL**
P.O. Box 1480
Hollister, CA 95024
T: 831-637-4515
F: 831-245-0017

December 14, 2024

Mike Kelly
Morgan Hill/ Gilroy
1351 Pacheco Pass Highway
Gilroy, CA. 95020-0530

Subject: **Pricing Update for Disposal of Solid Waste at John Smith Road Landfill**

Dear Mike,

The purpose of this letter is to inform you of your annual rate increases to the disposal rate charged by John Smith Road Landfill for receipt of municipal solid waste (MSW). The rate increases will take effect January 1, 2025.

Currently your tonnage rate is $28.06/ton. Per our Solid Waste Disposal Agreement your increase reflects the CPI on the proprietary tonnage rate, increase by 1.91%. Your new rate including taxes will be $28.49/ton.

If you have any questions concerning the above matter, please feel free to contact me at (813) 537-1567.

Sincerely,

*Andrew Obertello*

Andrew Obertello
Site Manager
John Smith Road Landfill
831-537-1567

| | | | |
|---|---|---|---|
| Per JS Letter | | | $ 28.49 |

## Recyclables Processing Component

| Month | Tons | Cost/(Revenue) | $/Ton |
|---|---|---|---|
| Nov-22 | 1,342.28 | $ 38,052.04 | $ 28.35 |
| Dec-22 | 1,474.13 | $ 82,941.14 | $ 56.26 |
| Jan-23 | 1,640.63 | $ 109,899.22 | $ 66.99 |
| Feb-23 | 1,119.13 | $ 27,644.79 | $ 24.70 |
| Mar-23 | 1,605.80 | $ 79,077.22 | $ 49.24 |
| Apr-23 | 1,213.83 | $ 26,131.55 | $ 21.53 |
| May-23 | 1,430.09 | $ 39,773.63 | $ 27.81 |
| Jun-23 | 1,368.32 | $ 38,677.82 | $ 28.27 |
| Jul-23 | 1,278.89 | $ 34,866.55 | $ 27.26 |
| Aug-23 | 1,371.61 | $ 37,965.18 | $ 27.68 |
| Sep-23 | 1,269.10 | $ 28,803.01 | $ 22.70 |
| Oct-23 | 1,200.32 | $ 26,060.93 | $ 21.71 |
| | **16,314.13** | **$ 569,893.08** | **$ 34.93** |

| Month | Tons | Cost/(Revenue) | $/Ton |
|---|---|---|---|
| Nov-23 | 1,283.03 | $ 31,722.65 | $ 24.72 |
| Dec-23 | 1,372.17 | $ 42,779.40 | $ 31.18 |
| Jan-24 | 1,575.62 | $ 45,167.38 | $ 28.67 |
| Feb-24 | 1,192.30 | $ 43,407.28 | $ 36.41 |
| Mar-24 | 1,368.19 | $ 24,347.41 | $ 17.80 |
| Apr-24 | 1,338.81 | $ 21,054.18 | $ 15.73 |
| May-24 | 1,402.26 | $ 19,954.72 | $ 14.23 |
| Jun-24 | 1,277.42 | $ 22,510.05 | $ 17.62 |
| Jul-24 | 1,345.29 | $ 12,516.23 | $ 9.30 |
| Aug-24 | 1,321.59 | $ 19,593.68 | $ 14.83 |
| Sep-24 | 1,225.93 | $ 15,811.46 | $ 12.90 |
| Oct-24 | 1,331.77 | $ 29,085.44 | $ 21.84 |
| | **16,034.38** | **$ 327,949.88** | **$ 20.45** |

**YOY%** **-41.45%**

**Exceptional Costs**

CITY OF MORGAN HILL

CITY OF MORGAN HILL
17575 PEAK AVENUE
MORGAN HILL, CA 95037
PHONE 408-779-7271
FAX 408-779-3117

WWW.MORGANHILL.CA.GOV

Recology South Valley
Attn: General Manager
1351 Pacheco Pass Highway
Gilroy, CA 95020

January 31, 2025

Dear Recology South Valley,

Per Section 6(K) of the Franchise Agreement between the City of Morgan Hill and Recology South Valley (Franchise Agreement), Morgan Hill has the option to submit a written funding request to go toward costs incurred by the City to comply with Local, Regional, State and Federal permits, laws, and/or regulations relating to the collection and/or management of trash or solid wastes. The City would like to request the following amount of funding in FY 2025/26:

Implementation Funding: $560,355

This funding request is being made so that it may become effective on July 1 of this calendar year (2025). Once effective, per the Franchise Agreement, proportional payments shall be made by Recology South Valley to the City at the same time as the quarterly franchise fee payment, provided that the City has approved new maximum service rates that compensate Recology South Valley for the amounts requested in this letter as required by the Franchise Agreement. These payments should be made separately from the Franchise payment and indicate the purpose of the payment.

Sincerely,

Christina Turner
City Manager

cc: Chris Ghione, Public Services Director
Dat Nguyen, Finance Director
Tanya Carothers, Environmental Programs Administrator

2024 Morgan Hill Compost Procurement

| Transaction Number | DATE | FARM | TONS | Yard | COST | Market Rate per Yard | Procurement Requirement Left (Tons) |
|---|---|---|---|---|---|---|---|
| **MORGAN HILL** | | | | | | | |
| | | | | | | | **1429** |
| MH-2024-1 | 9/13/2024 | Canopy Ag and Farm Management | 200 | 400 | $4,800.00 | $12 | 1229 |
| MH-2024-2 | 9/24/2024 | Cattani Farms, LLC | 457 | 914 | $10,968.00 | $12 | 772 |
| MH-2024-3 | 10/31/2024 | Setton Farms | 312 | 624 | $7,488.00 | $12 | 460 |
| MH-2024-4 | 12/31/2024 | Laborde Land Co LLC | 460 | 920 | $11,040.00 | $12 | 0 |
| | | | | **TOTAL** | **$34,296.00** | | |

**RECOLOGY SOUTH VALLEY**
**CITY OF MORGAN HILL**
**RATES EFFECTIVE JULY 1, 2025**

| DESCRIPTION | Current Rates | Add 1.44% | New Rates |
|---|---|---|---|
| ***Residential Rates*** | | | |
| BASIC SINGLE FAMILY | 44.14 | 0.64 | 44.78 |
| SGL FAM - NO STREET SWEEPING | 43.59 | 0.63 | 44.22 |
| HILLSIDE RESIDENTIAL | 48.02 | 0.69 | 48.71 |
| HILLSIDE RESIDENTIAL - NO SWEEPING | 47.34 | 0.68 | 48.02 |
| LOW INCOME | 35.47 | 0.51 | 35.98 |
| LOW INCOME - NO ST SWEEPING | 35.03 | 0.50 | 35.53 |
| EX YW CONTAINER RENT | | | |
| BULKY MATERIAL (1-3 ITEMS) | 58.78 | 0.85 | 59.63 |
| BULKY MATERIAL (EACH EXTRA ITEM) | 23.48 | 0.34 | 23.82 |
| SIDE/BACKYARD SERV | 17.62 | 0.25 | 17.87 |
| SIDE/BACKYARD SERV Disabled | FREE | FREE | FREE |
| TOTER RENTAL | 7.46 | 0.11 | 7.57 |
| RETURNED TRIP COLLECTION | 45.99 | 0.66 | 46.65 |
| | | | |
| ***Commercial Rates*** | | | |
| 1 CAN COMM (32 GALLON) | 27.00 | 0.39 | 27.39 |
| 2 CANS COMM (64 GALLON) | 44.26 | 0.64 | 44.90 |
| 3 CANS COMM (96 GALLON) | 61.61 | 0.89 | 62.50 |
| 4 CANS COMM (128 GALLON) | 78.97 | 1.14 | 80.11 |
| 5 CANS COMM (160 GALLON) | 96.31 | 1.39 | 97.70 |
| 6 CANS COMM (192 GALLON) | 113.70 | 1.64 | 115.34 |
| 7 CANS COMM (224 GALLON) | 130.96 | 1.89 | 132.85 |
| 8 CANS COMM (256 GALLON) | 148.27 | 2.14 | 150.41 |
| 9 CANS COMM (288 GALLON) | 165.62 | 2.38 | 168.00 |
| 10 CANS COMM (320 GALLON) | 182.95 | 2.63 | 185.58 |
| 1 CAN COMM (32 GALLON) w/cart | 34.46 | 0.50 | 34.96 |
| 2 CANS COMM (64 GALLON) w/cart | 51.72 | 0.74 | 52.46 |
| 3 CANS COMM (96 GALLON) w/cart | 69.07 | 0.99 | 70.06 |
| | | | |
| *ORGANICS* | | | |
| 32 GALLON 1 X WEEK | 21.61 | 0.31 | 21.92 |
| 32 GALLON 2 X WEEK | 40.98 | 0.59 | 41.57 |
| 32 GALLON 3 X WEEK | 60.33 | 0.87 | 61.20 |
| 32 GALLON 4 X WEEK | 79.69 | 1.15 | 80.84 |
| 32 GALLON 5 X WEEK | 99.06 | 1.43 | 100.49 |
| 32 GALLON CONTAMINATED Recycle and Organics | 45.99 | 0.66 | 46.65 |
| 64 GALLON 1 X WEEK | 35.41 | 0.51 | 35.92 |
| 64 GALLON 2 X WEEK | 67.14 | 0.97 | 68.11 |
| 64 GALLON 3 X WEEK | 98.86 | 1.42 | 100.28 |
| 64 GALLON 4 X WEEK | 130.60 | 1.88 | 132.48 |
| 64 GALLON 5 X WEEK | 162.32 | 2.34 | 164.66 |
| 64 GALLON CONTAMINATED Recycle and Organics | 45.99 | 0.66 | 46.65 |
| 96 GALLON 1 X WEEK | 49.28 | 0.71 | 49.99 |
| 96 GALLON 2 X WEEK | 93.45 | 1.35 | 94.80 |
| 96 GALLON 3 X WEEK | 137.59 | 1.98 | 139.57 |
| 96 GALLON 4 X WEEK | 181.75 | 2.62 | 184.37 |
| 96 GALLON 5 X WEEK | 225.90 | 3.25 | 229.15 |
| 96 GALLON CONTAMINATED Recycle and Organics | 45.99 | 0.66 | 46.65 |

**RECOLOGY SOUTH VALLEY**
**CITY OF MORGAN HILL**
**RATES EFFECTIVE JULY 1, 2025**

| DESCRIPTION | Current Rates | Add 1.44% | New Rates |
|---|---|---|---|
| ***Commercial Rates*** | | | |
| *GARBAGE* | | | |
| 1 YD 1 X WEEK | 231.30 | 3.33 | 234.63 |
| 1 YD 2 X WEEK | 438.56 | 6.32 | 444.88 |
| 1 YD 3 X WEEK | 645.78 | 9.30 | 655.08 |
| 1 YD 4 X WEEK | 853.05 | 12.28 | 865.33 |
| 1 YD 5 X WEEK | 1,060.27 | 15.27 | 1,075.54 |
| 1 YD 6 X WEEK | 1,265.98 | 18.23 | 1,284.21 |
| 2 YD 1 X WEEK | 335.23 | 4.83 | 340.06 |
| 2 YD 2 X WEEK | 635.59 | 9.15 | 644.74 |
| 2 YD 3 X WEEK | 935.93 | 13.48 | 949.41 |
| 2 YD 4 X WEEK | 1,236.31 | 17.80 | 1,254.11 |
| 2 YD 5 X WEEK | 1,536.60 | 22.13 | 1,558.73 |
| 2 YD 6 X WEEK | 1,834.75 | 26.42 | 1,861.17 |
| 1/2 3 YD 1 X WEEK (Grandfather) | 242.77 | 3.50 | 246.27 |
| 3 YD 1 X WEEK | 485.58 | 6.99 | 492.57 |
| 3 YD 2 X WEEK | 924.69 | 13.32 | 938.01 |
| 3 YD 3 X WEEK | 1,363.92 | 19.64 | 1,383.56 |
| 3 YD 4 X WEEK | 1,802.98 | 25.96 | 1,828.94 |
| 3 YD 5 X WEEK | 2,242.12 | 32.29 | 2,274.41 |
| 3 YD 6 X WEEK | 2,681.25 | 38.61 | 2,719.86 |
| 4 YD 1 X WEEK | 628.31 | 9.05 | 637.36 |
| 4 YD 2 X WEEK | 1,194.06 | 17.19 | 1,211.25 |
| 4 YD 3 X WEEK | 1,759.86 | 25.34 | 1,785.20 |
| 4 YD 4 X WEEK | 2,325.67 | 33.49 | 2,359.16 |
| 4 YD 5 X WEEK | 2,891.42 | 41.64 | 2,933.06 |
| 4 YD 6 X WEEK | 3,457.21 | 49.78 | 3,506.99 |
| 6 YD 1 X WEEK | 938.77 | 13.52 | 952.29 |
| 6 YD 2 X WEEK | 1,796.58 | 25.87 | 1,822.45 |
| 6 YD 3 X WEEK | 2,654.40 | 38.22 | 2,692.62 |
| 6 YD 4 X WEEK | 3,512.26 | 50.58 | 3,562.84 |
| 6 YD 5 X WEEK | 4,370.11 | 62.93 | 4,433.04 |
| 6 YD 6 X WEEK | 5,227.93 | 75.28 | 5,303.21 |
| SPECIAL COLLECTION | 38.58 | 0.56 | 39.14 |
| | | | |
| *ORGANICS* | | | |
| *1 YD 1 X WEEK* | 185.04 | 2.66 | 187.70 |
| *1 YD 2 X WEEK* | 350.83 | 5.05 | 355.88 |
| *1 YD 3 X WEEK* | 516.62 | 7.44 | 524.06 |
| *1 YD 4 X WEEK* | 682.44 | 9.83 | 692.27 |
| *1 YD 5 X WEEK* | 848.22 | 12.21 | 860.43 |
| *1 YD 6 X WEEK* | 1,012.78 | 14.58 | 1,027.36 |
| *1 YD CONTAMINATED Recycle and Organics* | 57.83 | 0.83 | 58.66 |
| *2 YD 1 X WEEK* | 268.19 | 3.86 | 272.05 |
| *2 YD 2 X WEEK* | 508.47 | 7.32 | 515.79 |
| *2 YD 3 X WEEK* | 748.74 | 10.78 | 759.52 |
| *2 YD 4 X WEEK* | 989.04 | 14.24 | 1,003.28 |
| *2 YD 5 X WEEK* | 1,229.29 | 17.70 | 1,246.99 |
| *2 YD 6 X WEEK* | 1,467.81 | 21.14 | 1,488.95 |
| *2 YD CONTAMINATED Recycle and Organics* | 83.81 | 1.21 | 85.02 |
| *3 YD 1 X WEEK* | 388.48 | 5.59 | 394.07 |
| *3 YD 2 X WEEK* | 739.77 | 10.65 | 750.42 |
| *3 YD 3 X WEEK* | 1,091.13 | 15.71 | 1,106.84 |
| *3 YD 4 X WEEK* | 1,442.39 | 20.77 | 1,463.16 |
| *3 YD 5 X WEEK* | 1,793.70 | 25.83 | 1,819.53 |
| *3 YD 6 X WEEK* | 2,144.98 | 30.89 | 2,175.87 |
| *3 YD CONTAMINATED Recycle and Organics* | 121.40 | 1.75 | 123.15 |

**RECOLOGY SOUTH VALLEY**
**CITY OF MORGAN HILL**
**RATES EFFECTIVE JULY 1, 2025**

| DESCRIPTION | Current Rates | Add 1.44% | New Rates |
|---|---|---|---|
| *4 YD 1 X WEEK* | 502.65 | 7.24 | 509.89 |
| *4 YD 2 X WEEK* | 955.26 | 13.76 | 969.02 |
| *4 YD 3 X WEEK* | 1,407.89 | 20.27 | 1,428.16 |
| *4 YD 4 X WEEK* | 1,860.54 | 26.79 | 1,887.33 |
| *4 YD 5 X WEEK* | 2,313.14 | 33.31 | 2,346.45 |
| *4 YD 6 X WEEK* | 2,765.78 | 39.83 | 2,805.61 |
| *4 YD CONTAMINATED Recycle and Organics* | 157.08 | 2.26 | 159.34 |
| *6 YD 1 X WEEK* | 751.02 | 10.81 | 761.83 |
| *6 YD 2 X WEEK* | 1,437.26 | 20.70 | 1,457.96 |
| *6 YD 3 X WEEK* | 2,123.54 | 30.58 | 2,154.12 |
| *6 YD 4 X WEEK* | 2,809.80 | 40.46 | 2,850.26 |
| *6 YD 5 X WEEK* | 3,496.09 | 50.34 | 3,546.43 |
| *6 YD 6 X WEEK* | 4,182.34 | 60.23 | 4,242.57 |
| *6 YD CONTAMINATED Recycle and Organics* | 234.69 | 3.38 | 238.07 |
| | | | |
| *SPECIAL COLLECTION Per yard* | 30.85 | 0.44 | 31.29 |
| REGULAR COMPACTOR (PER YARD) | 60.94 | 0.88 | 61.82 |
| RECYCLE COMPACTOR (PER YARD) | 36.02 | 0.52 | 36.54 |
| SUPER COMPACTOR (PER YARD) | 121.85 | 1.75 | 123.60 |
| 20 YARD DEBRIS BOX | 670.69 | 9.66 | 680.35 |
| 35 YARD DEBRIS BOX | 958.15 | 13.80 | 971.95 |
| 40 YARD DEBRIS BOX | 1,117.91 | 16.10 | 1,134.01 |
| *ORGANICS* | | | |
| *20 YARD DEBRIS BOX* | 536.56 | 7.73 | 544.29 |
| *35 YARD DEBRIS BOX* | 766.52 | 11.04 | 777.56 |
| *40 YARD DEBRIS BOX* | 894.33 | 12.88 | 907.21 |
| *Debris Box Contaminated* | | | |
| *20 YARD DEBRIS BOX Contaminated* | 670.69 | 9.66 | 680.35 |
| *35 YARD DEBRIS BOX Contaminated* | 958.15 | 13.80 | 971.95 |
| *40 YARD DEBRIS BOX Contaminated* | 1,117.91 | 16.10 | 1,134.01 |
| *Debris Box Return Trip Fee* | 86.62 | 1.25 | 87.87 |
| PERM RENTAL | 355.34 | 5.12 | 360.46 |
| PERM DISPOSAL (PER YARD) | 33.42 | 0.48 | 33.90 |
| CARDBOARD COMPACTOR w/ garbage service | FREE | FREE | FREE |
| 20 YARD CARDBOARD w/ garbage service | FREE | FREE | FREE |
| 40 YARD CARDBOARD w/ garbage service | FREE | FREE | FREE |
| 20 YARD OTHER RECYCLABLES | 342.83 | 4.94 | 347.77 |
| 40 YARD OTHER RECYCLABLES | 571.43 | 8.23 | 579.66 |
| 20 YARD DEBRIS BOX HILLSIDE | 836.25 | 12.04 | 848.29 |
| 40 YARD DEBRIS BOX HILLSIDE | 1,282.84 | 18.47 | 1,301.31 |
| | | | |
| ***Compactor Front Loader Service*** | | | |
| 2 YARD COMPACTOR 1 X WEEK | 528.17 | 7.61 | 535.78 |
| 2 YARD COMPACTOR 2 X WEEK | 1,056.31 | 15.21 | 1,071.52 |
| 2 YARD COMPACTOR 3 X WEEK | 1,584.47 | 22.82 | 1,607.29 |
| 3 YARD COMPACTOR 1 X WEEK | 792.25 | 11.41 | 803.66 |
| 3 YARD COMPACTOR 2 X WEEK | 1,584.47 | 22.82 | 1,607.29 |
| | | | |
| ***Super Compactor Front Loader Service*** | | | |
| 2 YARD COMPACTOR 1 X WEEK | 1,056.08 | 15.21 | 1,071.29 |
| 2 YARD COMPACTOR 2 X WEEK | 2,112.14 | 30.41 | 2,142.55 |
| 2 YARD COMPACTOR 3 X WEEK | 3,168.22 | 45.62 | 3,213.84 |
| 3 YARD COMPACTOR 1 X WEEK | 1,584.09 | 22.81 | 1,606.90 |
| 3 YARD COMPACTOR 2 X WEEK | 3,168.22 | 45.62 | 3,213.84 |
| | | | |
| ***Special Street Sweeping*** | | | |
| M-F 8:00AM-5:00PM (PER HOUR) | 86.62 | 1.25 | 87.87 |
| ALL OTHER HOURS (MINIMUM + HOURLY) | 577.46 | 8.32 | 585.78 |

**RESOLUTION NO. 25-XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AN ADJUSTMENT IN SOLID WASTE COLLECTION RATES FOR 2025**

**WHEREAS,** the City of Morgan Hill (the "City") has approved a franchise agreement with Recology South Valley ("Recology") that establishes a methodology for regulating the maximum rates that Recology can charge to Morgan Hill customers; and

**WHEREAS,** Recology has submitted an application for a rate adjustment that substantially complies with the methodology in the Agreement; and

**WHEREAS,** the cost of living, as indicated by the consumer price index, the cost of solid waste disposal, and the cost of fuel, have changed during the past year causing an increase in the cost of providing service; and

**WHEREAS,** the City has requested collection of funds to support City efforts related to compliance with Local, Regional, State, or Federal permits, laws, and/or regulations that are associated with the collection and/or management of trash or solid wastes; and

**WHEREAS**, Recology has agreed to provide notice in their next garbage billing explaining the rate adjustment process; and

**WHEREAS,** further reasons supporting the rate adjustment described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council Staff Report entitled "Approve Solid Waste Management Rate Adjustment for 2025" submitted for City Council consideration at its meeting of May 21, 2025, submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

**WHEREAS,** the activities allowed under this Resolution do not constitute a project under the provisions of California Environmental Quality Act of 1970; and

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

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

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

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

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct that Recology South Valley is hereby authorized to adjust their rates up to the maximum levels listed on the rate schedule attached hereto as Exhibit A.

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

**PASSED AND ADOPTED** by the City Council of the City of Morgan Hill at its meeting held on this 21st day of May 2025 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. 25-XXX adopted by the City Council at the meeting held on the 21st day of May, 2025.

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

**DATE:** _____ _____
**Michelle Bigelow, CITY CLERK**

# EXHIBIT A

See Following Pages

**RECOLOGY SOUTH VALLEY**
**CITY OF MORGAN HILL**
**RATES EFFECTIVE JULY 1, 2025**

| DESCRIPTION | Current Rates | Add 1.44% | New Rates |
|---|---|---|---|
| ***Residential Rates*** | | | |
| BASIC SINGLE FAMILY | 44.14 | 0.64 | 44.78 |
| SGL FAM - NO STREET SWEEPING | 43.59 | 0.63 | 44.22 |
| HILLSIDE RESIDENTIAL | 48.02 | 0.69 | 48.71 |
| HILLSIDE RESIDENTIAL - NO SWEEPING | 47.34 | 0.68 | 48.02 |
| LOW INCOME | 35.47 | 0.51 | 35.98 |
| LOW INCOME - NO ST SWEEPING | 35.03 | 0.50 | 35.53 |
| EX YW CONTAINER RENT | | | |
| BULKY MATERIAL (1-3 ITEMS) | 58.78 | 0.85 | 59.63 |
| BULKY MATERIAL (EACH EXTRA ITEM) | 23.48 | 0.34 | 23.82 |
| SIDE/BACKYARD SERV | 17.62 | 0.25 | 17.87 |
| SIDE/BACKYARD SERV Disabled | FREE | FREE | FREE |
| TOTER RENTAL | 7.46 | 0.11 | 7.57 |
| RETURNED TRIP COLLECTION | 45.99 | 0.66 | 46.65 |
| | | | |
| ***Commercial Rates*** | | | |
| 1 CAN COMM (32 GALLON) | 27.00 | 0.39 | 27.39 |
| 2 CANS COMM (64 GALLON) | 44.26 | 0.64 | 44.90 |
| 3 CANS COMM (96 GALLON) | 61.61 | 0.89 | 62.50 |
| 4 CANS COMM (128 GALLON) | 78.97 | 1.14 | 80.11 |
| 5 CANS COMM (160 GALLON) | 96.31 | 1.39 | 97.70 |
| 6 CANS COMM (192 GALLON) | 113.70 | 1.64 | 115.34 |
| 7 CANS COMM (224 GALLON) | 130.96 | 1.89 | 132.85 |
| 8 CANS COMM (256 GALLON) | 148.27 | 2.14 | 150.41 |
| 9 CANS COMM (288 GALLON) | 165.62 | 2.38 | 168.00 |
| 10 CANS COMM (320 GALLON) | 182.95 | 2.63 | 185.58 |
| 1 CAN COMM (32 GALLON) w/cart | 34.46 | 0.50 | 34.96 |
| 2 CANS COMM (64 GALLON) w/cart | 51.72 | 0.74 | 52.46 |
| 3 CANS COMM (96 GALLON) w/cart | 69.07 | 0.99 | 70.06 |
| | | | |
| *ORGANICS* | | | |
| 32 GALLON 1 X WEEK | 21.61 | 0.31 | 21.92 |
| 32 GALLON 2 X WEEK | 40.98 | 0.59 | 41.57 |
| 32 GALLON 3 X WEEK | 60.33 | 0.87 | 61.20 |
| 32 GALLON 4 X WEEK | 79.69 | 1.15 | 80.84 |
| 32 GALLON 5 X WEEK | 99.06 | 1.43 | 100.49 |
| 32 GALLON CONTAMINATED Recycle and Organics | 45.99 | 0.66 | 46.65 |
| 64 GALLON 1 X WEEK | 35.41 | 0.51 | 35.92 |
| 64 GALLON 2 X WEEK | 67.14 | 0.97 | 68.11 |
| 64 GALLON 3 X WEEK | 98.86 | 1.42 | 100.28 |
| 64 GALLON 4 X WEEK | 130.60 | 1.88 | 132.48 |
| 64 GALLON 5 X WEEK | 162.32 | 2.34 | 164.66 |
| 64 GALLON CONTAMINATED Recycle and Organics | 45.99 | 0.66 | 46.65 |
| 96 GALLON 1 X WEEK | 49.28 | 0.71 | 49.99 |
| 96 GALLON 2 X WEEK | 93.45 | 1.35 | 94.80 |
| 96 GALLON 3 X WEEK | 137.59 | 1.98 | 139.57 |
| 96 GALLON 4 X WEEK | 181.75 | 2.62 | 184.37 |
| 96 GALLON 5 X WEEK | 225.90 | 3.25 | 229.15 |
| 96 GALLON CONTAMINATED Recycle and Organics | 45.99 | 0.66 | 46.65 |

**RECOLOGY SOUTH VALLEY**
**CITY OF MORGAN HILL**
**RATES EFFECTIVE JULY 1, 2025**

| DESCRIPTION | Current Rates | Add 1.44% | New Rates |
|---|---|---|---|
| ***Commercial Rates*** | | | |
| *GARBAGE* | | | |
| 1 YD 1 X WEEK | 231.30 | 3.33 | 234.63 |
| 1 YD 2 X WEEK | 438.56 | 6.32 | 444.88 |
| 1 YD 3 X WEEK | 645.78 | 9.30 | 655.08 |
| 1 YD 4 X WEEK | 853.05 | 12.28 | 865.33 |
| 1 YD 5 X WEEK | 1,060.27 | 15.27 | 1,075.54 |
| 1 YD 6 X WEEK | 1,265.98 | 18.23 | 1,284.21 |
| 2 YD 1 X WEEK | 335.23 | 4.83 | 340.06 |
| 2 YD 2 X WEEK | 635.59 | 9.15 | 644.74 |
| 2 YD 3 X WEEK | 935.93 | 13.48 | 949.41 |
| 2 YD 4 X WEEK | 1,236.31 | 17.80 | 1,254.11 |
| 2 YD 5 X WEEK | 1,536.60 | 22.13 | 1,558.73 |
| 2 YD 6 X WEEK | 1,834.75 | 26.42 | 1,861.17 |
| 1/2 3 YD 1 X WEEK (Grandfather) | 242.77 | 3.50 | 246.27 |
| 3 YD 1 X WEEK | 485.58 | 6.99 | 492.57 |
| 3 YD 2 X WEEK | 924.69 | 13.32 | 938.01 |
| 3 YD 3 X WEEK | 1,363.92 | 19.64 | 1,383.56 |
| 3 YD 4 X WEEK | 1,802.98 | 25.96 | 1,828.94 |
| 3 YD 5 X WEEK | 2,242.12 | 32.29 | 2,274.41 |
| 3 YD 6 X WEEK | 2,681.25 | 38.61 | 2,719.86 |
| 4 YD 1 X WEEK | 628.31 | 9.05 | 637.36 |
| 4 YD 2 X WEEK | 1,194.06 | 17.19 | 1,211.25 |
| 4 YD 3 X WEEK | 1,759.86 | 25.34 | 1,785.20 |
| 4 YD 4 X WEEK | 2,325.67 | 33.49 | 2,359.16 |
| 4 YD 5 X WEEK | 2,891.42 | 41.64 | 2,933.06 |
| 4 YD 6 X WEEK | 3,457.21 | 49.78 | 3,506.99 |
| 6 YD 1 X WEEK | 938.77 | 13.52 | 952.29 |
| 6 YD 2 X WEEK | 1,796.58 | 25.87 | 1,822.45 |
| 6 YD 3 X WEEK | 2,654.40 | 38.22 | 2,692.62 |
| 6 YD 4 X WEEK | 3,512.26 | 50.58 | 3,562.84 |
| 6 YD 5 X WEEK | 4,370.11 | 62.93 | 4,433.04 |
| 6 YD 6 X WEEK | 5,227.93 | 75.28 | 5,303.21 |
| SPECIAL COLLECTION | 38.58 | 0.56 | 39.14 |
| | | | |
| *ORGANICS* | | | |
| *1 YD 1 X WEEK* | 185.04 | 2.66 | 187.70 |
| *1 YD 2 X WEEK* | 350.83 | 5.05 | 355.88 |
| *1 YD 3 X WEEK* | 516.62 | 7.44 | 524.06 |
| *1 YD 4 X WEEK* | 682.44 | 9.83 | 692.27 |
| *1 YD 5 X WEEK* | 848.22 | 12.21 | 860.43 |
| *1 YD 6 X WEEK* | 1,012.78 | 14.58 | 1,027.36 |
| *1 YD CONTAMINATED Recycle and Organics* | 57.83 | 0.83 | 58.66 |
| *2 YD 1 X WEEK* | 268.19 | 3.86 | 272.05 |
| *2 YD 2 X WEEK* | 508.47 | 7.32 | 515.79 |
| *2 YD 3 X WEEK* | 748.74 | 10.78 | 759.52 |
| *2 YD 4 X WEEK* | 989.04 | 14.24 | 1,003.28 |
| *2 YD 5 X WEEK* | 1,229.29 | 17.70 | 1,246.99 |
| *2 YD 6 X WEEK* | 1,467.81 | 21.14 | 1,488.95 |
| *2 YD CONTAMINATED Recycle and Organics* | 83.81 | 1.21 | 85.02 |
| *3 YD 1 X WEEK* | 388.48 | 5.59 | 394.07 |
| *3 YD 2 X WEEK* | 739.77 | 10.65 | 750.42 |
| *3 YD 3 X WEEK* | 1,091.13 | 15.71 | 1,106.84 |
| *3 YD 4 X WEEK* | 1,442.39 | 20.77 | 1,463.16 |
| *3 YD 5 X WEEK* | 1,793.70 | 25.83 | 1,819.53 |
| *3 YD 6 X WEEK* | 2,144.98 | 30.89 | 2,175.87 |
| *3 YD CONTAMINATED Recycle and Organics* | 121.40 | 1.75 | 123.15 |

**RECOLOGY SOUTH VALLEY**
**CITY OF MORGAN HILL**
**RATES EFFECTIVE JULY 1, 2025**

| DESCRIPTION | Current Rates | Add 1.44% | New Rates |
|---|---|---|---|
| *4 YD 1 X WEEK* | 502.65 | 7.24 | 509.89 |
| *4 YD 2 X WEEK* | 955.26 | 13.76 | 969.02 |
| *4 YD 3 X WEEK* | 1,407.89 | 20.27 | 1,428.16 |
| *4 YD 4 X WEEK* | 1,860.54 | 26.79 | 1,887.33 |
| *4 YD 5 X WEEK* | 2,313.14 | 33.31 | 2,346.45 |
| *4 YD 6 X WEEK* | 2,765.78 | 39.83 | 2,805.61 |
| *4 YD CONTAMINATED Recycle and Organics* | 157.08 | 2.26 | 159.34 |
| *6 YD 1 X WEEK* | 751.02 | 10.81 | 761.83 |
| *6 YD 2 X WEEK* | 1,437.26 | 20.70 | 1,457.96 |
| *6 YD 3 X WEEK* | 2,123.54 | 30.58 | 2,154.12 |
| *6 YD 4 X WEEK* | 2,809.80 | 40.46 | 2,850.26 |
| *6 YD 5 X WEEK* | 3,496.09 | 50.34 | 3,546.43 |
| *6 YD 6 X WEEK* | 4,182.34 | 60.23 | 4,242.57 |
| *6 YD CONTAMINATED Recycle and Organics* | 234.69 | 3.38 | 238.07 |
| | | | |
| *SPECIAL COLLECTION Per yard* | 30.85 | 0.44 | 31.29 |
| REGULAR COMPACTOR (PER YARD) | 60.94 | 0.88 | 61.82 |
| RECYCLE COMPACTOR (PER YARD) | 36.02 | 0.52 | 36.54 |
| SUPER COMPACTOR (PER YARD) | 121.85 | 1.75 | 123.60 |
| 20 YARD DEBRIS BOX | 670.69 | 9.66 | 680.35 |
| 35 YARD DEBRIS BOX | 958.15 | 13.80 | 971.95 |
| 40 YARD DEBRIS BOX | 1,117.91 | 16.10 | 1,134.01 |
| *ORGANICS* | | | |
| *20 YARD DEBRIS BOX* | 536.56 | 7.73 | 544.29 |
| *35 YARD DEBRIS BOX* | 766.52 | 11.04 | 777.56 |
| *40 YARD DEBRIS BOX* | 894.33 | 12.88 | 907.21 |
| *Debris Box Contaminated* | | | |
| *20 YARD DEBRIS BOX Contaminated* | 670.69 | 9.66 | 680.35 |
| *35 YARD DEBRIS BOX Contaminated* | 958.15 | 13.80 | 971.95 |
| *40 YARD DEBRIS BOX Contaminated* | 1,117.91 | 16.10 | 1,134.01 |
| *Debris Box Return Trip Fee* | 86.62 | 1.25 | 87.87 |
| PERM RENTAL | 355.34 | 5.12 | 360.46 |
| PERM DISPOSAL (PER YARD) | 33.42 | 0.48 | 33.90 |
| CARDBOARD COMPACTOR w/ garbage service | FREE | FREE | FREE |
| 20 YARD CARDBOARD w/ garbage service | FREE | FREE | FREE |
| 40 YARD CARDBOARD w/ garbage service | FREE | FREE | FREE |
| 20 YARD OTHER RECYCLABLES | 342.83 | 4.94 | 347.77 |
| 40 YARD OTHER RECYCLABLES | 571.43 | 8.23 | 579.66 |
| 20 YARD DEBRIS BOX HILLSIDE | 836.25 | 12.04 | 848.29 |
| 40 YARD DEBRIS BOX HILLSIDE | 1,282.84 | 18.47 | 1,301.31 |
| | | | |
| ***Compactor Front Loader Service*** | | | |
| 2 YARD COMPACTOR 1 X WEEK | 528.17 | 7.61 | 535.78 |
| 2 YARD COMPACTOR 2 X WEEK | 1,056.31 | 15.21 | 1,071.52 |
| 2 YARD COMPACTOR 3 X WEEK | 1,584.47 | 22.82 | 1,607.29 |
| 3 YARD COMPACTOR 1 X WEEK | 792.25 | 11.41 | 803.66 |
| 3 YARD COMPACTOR 2 X WEEK | 1,584.47 | 22.82 | 1,607.29 |
| | | | |
| ***Super Compactor Front Loader Service*** | | | |
| 2 YARD COMPACTOR 1 X WEEK | 1,056.08 | 15.21 | 1,071.29 |
| 2 YARD COMPACTOR 2 X WEEK | 2,112.14 | 30.41 | 2,142.55 |
| 2 YARD COMPACTOR 3 X WEEK | 3,168.22 | 45.62 | 3,213.84 |
| 3 YARD COMPACTOR 1 X WEEK | 1,584.09 | 22.81 | 1,606.90 |
| 3 YARD COMPACTOR 2 X WEEK | 3,168.22 | 45.62 | 3,213.84 |
| | | | |
| ***Special Street Sweeping*** | | | |
| M-F 8:00AM-5:00PM (PER HOUR) | 86.62 | 1.25 | 87.87 |
| ALL OTHER HOURS (MINIMUM + HOURLY) | 577.46 | 8.32 | 585.78 |

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Jennifer Carman, Development Services Director
APPROVED BY: City Manager

## INTRODUCE ORDINANCE TO UPDATE AND DESIGNATE FIRE HAZARD SEVERITY ZONES

### RECOMMENDATION(S)

1. Open/close public hearing;
2. Waive first and second reading of the Ordinance; and
3. Introduce Ordinance adopting updated fire hazard severity zones.

### COUNCIL PRIORITIES, GOALS & STRATEGIES

**City Council Ongoing Priorities**
Enhancing Public Safety
Protecting the Environment and Preserving Open Space and Agricultural Land

**2024-2025 Strategic Priorities**
Community Engagement

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

### REPORT NARRATIVE:

As required by Government Code Section 51179, local jurisdictions are required to adopt, by ordinance, updated fire hazard severity zones (FHSZ) within 120 days of receiving recommendations from the State Fire Marshal pursuant to Government Code Section 51178. CalFire provided the recommended FHSZ Map to the local Bay Area jurisdictions on February 24, 2025. The map was then released to the public for public comment.

The FHSZ Map depicts Moderate, High, and Very High Fire Hazard Severity Zones in State Responsibility Areas (SRA) and Local Responsibility Areas (LRA). The location of the boundaries was developed with recommendations from the California Department of Forestry and Fire Protection and the Office of the State Fire Marshal. The evaluation used a science-based and field-tested model that assigned a hazard score based on

the factors that influence fire likelihood and fire behavior. The fire hazard severity model for wildland fire has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. Many factors are considered, such as fire history, existing and potential fuel (natural vegetation), predicted flame length, blowing embers, terrain, and typical fire weather for an area. California's updated FHSZ maps classify areas into Moderate, High, and Very High hazard levels based on factors like terrain, vegetation, fire history, and climate conditions.

Government Code Section 51179 requires the City of Morgan Hill to adopt the Local Responsibility Area (LRA). While the City can increase the severity zone level, it cannot decrease levels. No changes to the map are recommended by staff at this time. Attached for reference is the FHSZ map and the CalFire Fire Hazard Severity Zones Local Responsibility Area FAQ.

With the adoption of the FHSZ, there will be new requirements to be implemented by the City, some of which will impact new development depending on the severity zone. Chapter 7A of the California Building Code, "Materials and Construction Methods for Exterior Wildfire Exposure", and hazard disclosures apply to all properties within the High and Very High Severity Zones. In addition, for those in the Very High Severity Zone, defensible space landscape requirements are required. The City will be adopting the updated version of the California Building Code in the fall.

FHSZ classifications have different impacts depending on the zone classification. Below is a breakdown of what each zone means for developers and/or residents:

Moderate FHSZ

- Disclosure of the FHSZ classification is required at the time of sale of property.

High FHSZ

- New construction will be required to adhere to the Wildland-Urban Interface (WUI) Chapter 7-A standards of the California Building Code (effective January 1, 2026).
- Disclosure of the FHSZ classification is required at the time of sale of property.

Very High FHSZ

- Increased CEQA review requirements for projects.
- New subdivisions are required to be designed with multiple evacuation routes to ensure safe egress during a wildfire.
- Subdivisions in very high FHSZ may need to include built-in fuel breaks to slow the spread of a wildfire.
- Subdivisions in very high FHSZ must include provisions for defensible space, requiring vegetation clearance within a specific distance of structures.

- New construction and renovations in designated zones must adhere to WUI Chapter 7-A standards of the California Building Code.
- Homeowners within a very high FHSZ must maintain defensible space around their homes, requiring clearing/maintaining of vegetation within a 100-foot radius (or to the property line).
- Disclosure of the FHSZ classification is required at the time of sale of property.

The updated FHSZ creates a new Very High Fire Zone in the Jackson Oaks/Holiday Lakes area. Staff will meet with the neighborhood and a public information campaign will be developed parallel to the preparation of the updated Building Code adoption in the fall.

**COMMUNITY ENGAGEMENT:**

Inform

The map of FHSZs was released to the public via a Citywide email and the 411. The map and all relevant information and links to CalFire materials were placed on the website. A specific "firemap" email was established to receive comments.

**ALTERNATIVE ACTIONS:**

The City is mandated by State Law to adopt the 2025 FHSZ map. The City Council has the power to expand the fire severity zones to additional areas or increase the severity rating, but staff does not recommend doing so at this time.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

The City Council adopted Resolution No. 6238 on March 18, 2009, establishing fire hazard zones for the City. The new map and Ordinance supersede the 2009 Resolution and corresponding map. The 2009 map is also attached for reference.

**FISCAL AND RESOURCE IMPACT:**

The future financial impact is unknown. Resources will be required for inspection and code enforcement activities in the High and Very High Fire Hazard Severity Zones.

**CEQA (California Environmental Quality Act):**

Introduction and adoption of the proposed ordinance is not subject to California Environmental Quality Act (CEQA) pursuant to the following sections of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3: (1) Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); and (2) Section 15060(c)(3) (the activity is not a project as defined in Section 15378) because the ordinance has no potential for resulting in any significant physical change to the environment, either directly or indirectly.

**ORDINANCE NO. , NEW SERIES**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL UPDATING AND DESIGNATING FIRE HAZARD SEVERITY ZONES IN LOCAL RESPONSIBILITY AREAS**

**WHEREAS,** in 2009, the City of Morgan Hill adopted Resolution No. 6238, Fire Hazard Zones, and designated Very High Fire Hazard Severity Zones as recommended by the Director of the California Department of Forestry and Fire Protection; and

**WHEREAS,** pursuant to Government Code §51178, the State Fire Marshal is required to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread in those areas; and

**WHEREAS,** on February 24, 2025, the California Department of Forestry and Fire Protection released updated Fire Hazard Severity Zones maps; and

**WHEREAS,** the purpose of this ordinance is to comply with Government Code §51178, §51178.5, §51179 and California Code of Regulations §1280.02 by designation of Fire Hazard Severity Zones within the jurisdiction of the City of Morgan Hill; and

**WHEREAS,** by so designating Fire Hazard Severity Zones, identified measures as contained in Government Code §51182 are intended to retard the rate of spread and reduce the potential intensity of uncontrolled fires that threaten to destroy life, property, and resources; and

**WHEREAS,** the requirement of such measures provides for the protection of the public safety, health, property and welfare of the City of Morgan Hill for development in areas designated as Fire Hazard Severity Zones.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES ORDAIN AS FOLLOWS:**

**Section 1.** The City of Morgan Hill hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.

**Section 2.** The Fire Hazard Severity Zone Map adopted by the Council is attached hereto and shall be located on the City's website at the following internet address: https://morganhill.ca.gov/2617/Fire-Hazard-Severity-Zones-Maps

**Section 3.** The City Council finds that adoption of this ordinance is not subject to California Environmental Quality Act (CEQA) pursuant to following sections of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3: (1) Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); and (2)

Section 15060(c)(3) (the activity is not a project as defined in Section 15378) because the ordinance has no potential for resulting in any significant physical change to the environment, either directly or indirectly.

**Section 4:** Transmission to the Board of Forestry and Fire Protection. Within thirty (30) days of adoption of this ordinance, the City Manager or their designee are directed to transmit a copy of the ordinance and a map depicting the adopted zones within the local agency to the Board of Forestry and Fire Protection and may provide additional information as may be requested by the Board.

**Section 5.** **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 6.** **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 ___ DAY OF _____, 2025, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE __ DAY OF _____, 2025, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:**

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

**APPROVED:** **ATTEST:**

_____ _____
**MARK TURNER, Mayor** **MICHELLE BIGELOW, City Clerk**

## CERTIFICATE OF THE CITY CLERK

**I, MICHELLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA,** do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the ___ day of _____, 2025.

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

DATE: _____

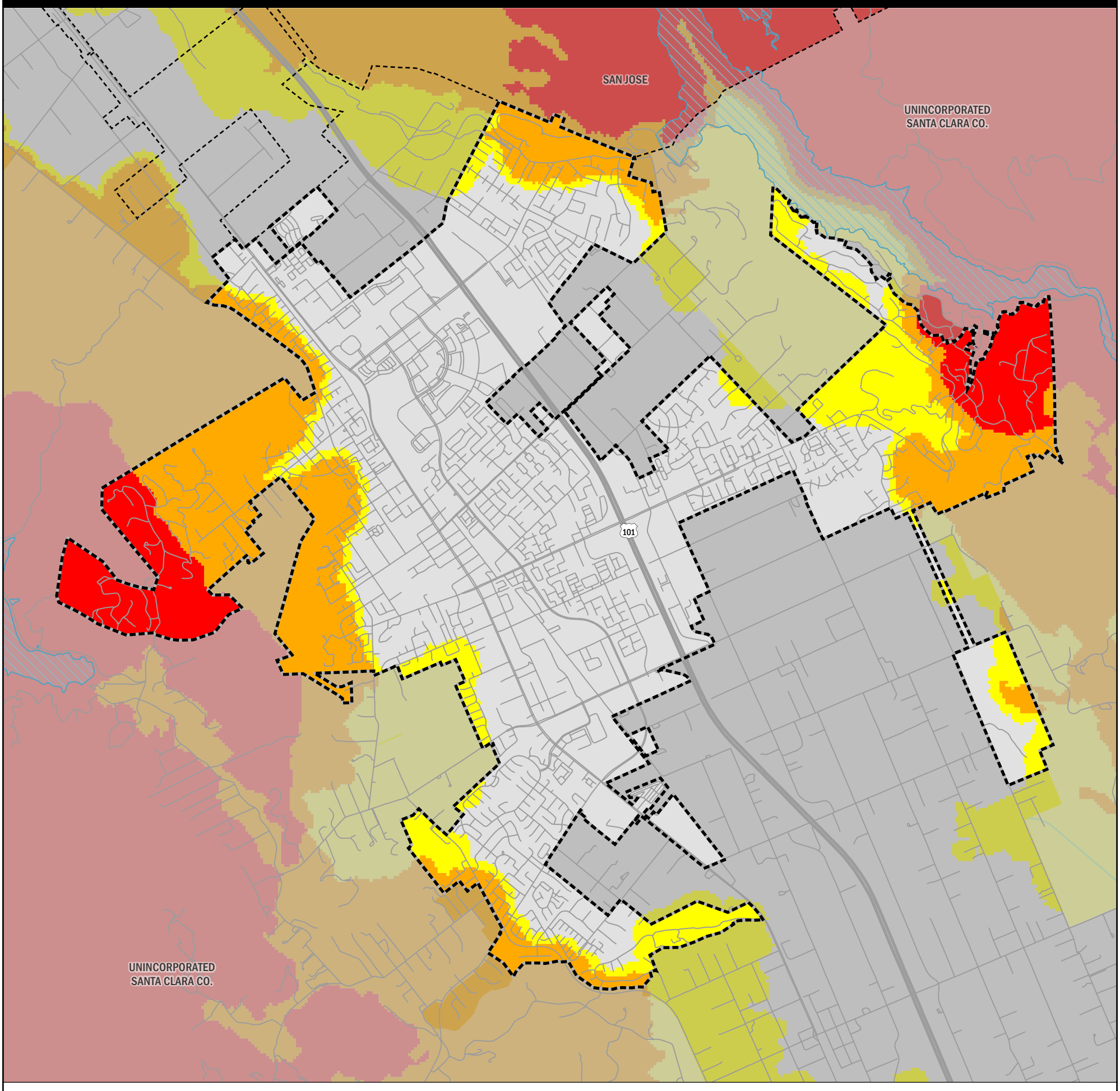
_____
**MICHELLE BIGELOW, City Clerk**

CITY OF MORGAN HILL – SANTA CLARA COUNTY

# Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

February 24, 2025







**Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal**

Very High | High | Moderate

**Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024**

Very High | High | Moderate

Mi 0 1 2

Km 0 1 2 3

Projection: NAD 83 California Teale Albers
Scale: 1:43,000 at 11" x 17"

Incorporated City | Waterbody | Unzoned LRA | Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California

Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency

Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection

Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:

CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)

CAL FIRE State Responsibility Areas (SRA25_1)

City and County boundaries as of 10/22/24 (CA Board of Equalization)

# Fire Hazard Severity Zones
# Local Responsibility Area

# Fire Hazard Severity Zones

**What is a Fire Hazard Severity Zone?**
The State Fire Marshal shall identify areas in the State as Moderate, High, and Very High Hazard Severity Zones based on consistent statewide criteria and the severity of fire hazard that is expected to prevail in those areas. – CA GOV 51178

**When did Fire Hazard Severity Zones begin in Local Responsibility Area?**
Assembly Bill 337 (Bates 1992), prompted by the devastating Oakland Hills fire of 1991, calls for CAL FIRE to evaluate fire hazard severity in local responsibility area and to make a recommendation to the local jurisdiction where Very High FHSZ exist. – CA GOV 51175

**What do Fire Hazard Severity Zones measure?**
The maps evaluate "Hazard", not "Risk". Hazard is based on physical conditions that create expected fire behavior over a 50-year period without considering short-term modifications. Risk is the potential damage a fire can do to the area under existing conditions, including fuel reduction projects, defensible space, and ignition resistant building construction. - osfm.fire.ca.gov/fhsz

**Will the new Fire Hazard Severity Zone maps affect my insurance?**
Insurance companies use risk models, which differ from hazard models, because they consider the susceptibility of a structure to damage from fire and other short-term factors that are not included in hazard modeling. Insurance risk models incorporate additional factors that change more frequently than those that CAL FIRE includes in its hazard mapping, which is built to remain steady.
– California Department of Insurance

**What are the requirements within Fire Hazard Severity Zones?**

- Materials and Construction Methods for Exterior Wildfire Exposure – CBC Chapter 7A
- Natural hazard real estate disclosure at the time of sale – CA CIV 1102.19 (AB 38 2019)
- 100-foot defensible space clearance requirements – CA GOV 51182
- Property development standards such as road widths, water supply, and signage – CA PRC 4290
- Consideration during future development of Cities and Counties General Plan – CA GOV 65302

**1980**



Panorama Fire burns 28,800 acres, destroying 325 structures and resulting in 4 fatalities in San Bernardino.

**1982**

PRC 4201 mandates that CAL FIRE develop Fire Hazard Severity Zones.

**1985**

Fire Hazard Severity Zone maps are created.

**1991**



Tunnel Fire burns 1,600 acres, destroying 2,900 structures and resulting in 25 fatalities in the Oakland Hills.

**1992**

The "Bates Bill" calls for CAL FIRE to identify Very High Fire Hazard Severity Zones in LRA.

# Frequently Asked Questions

**Is there an easy way to determine the Fire Hazard Severity Zone of my property?**
You can search by address to find your current designation on the website: osfm.fire.ca.gov/fhsz

**Why are Fire Hazard Severity Zones being updated?**
The hazard maps are being updated to more accurately reflect the zones in California that are susceptible to wildfire. The process will incorporate new science in local climate data and improved fire assessment modeling in determining hazard ratings. – PRC 4125 and GC 51178

**What are the key elements of the Fire Hazard Severity Zone Model?**
The model has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. The factors considered in determining fire hazard within wildland areas is fire history, flame length, terrain, local weather, and potential fuel over a 50-year period. Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands. This is not a structure loss model, as key information regarding structure ignition is not included. – osfm.fire.ca.gov/fhsz

**Why does the model place an emphasis on the spread of embers?**
Embers spread wildfire because they can travel long distances in the wind and ignite vegetation, roofs, attics (by getting into vents), and decks. – osfm.fire.ca.gov/fhsz

**What is the difference between SRA and LRA?**
State Responsibility Area (SRA) is a legal term defining the area where the State has financial responsibility for wildland fire protection and prevention. – CA PRC 4102
Local Responsibility Area (LRA) includes incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is responsible for wildfire protection. – CA PRC 4125

**How are Fire Hazard Severity Zones determined in Local Responsibility Areas?**
CAL FIRE uses an extension of the state responsibility area Fire Hazard Severity Zone model as the basis for evaluating fire hazard in Local Responsibility Area. The Local Responsibility Area hazard rating reflects flame and ember intrusion from adjacent wildlands and from flammable vegetation in the urban area.
– PRC 4202 and GC 51178




Tubbs Fire burns 36,810 acres, destroying 5,643 structures and resulting in 22 fatalities in Santa Rosa.




Camp Fire burns 153,336 acres, destroying 18,804 structures and resulting in 85 fatalities in Paradise.

**2007** CAL FIRE finalizes the Statewide FHSZ Model to include Very High FHSZ in LRA.

**2021** AB 642 and SB 63 require CAL FIRE to identify Moderate and High FHSZ in LRA.

**2022** AB 211 requires local agency to designate by ordinance Moderate and High FHSZ in LRA.

# FHSZ Frequently Asked Questions

## General

**What is a Fire Hazard Severity Zone or FHSZ?**

Public Resource Code 4202; The State Fire Marshal shall classify lands within State Responsibility Areas into Fire Hazard Severity Zones. Each zone shall embrace relatively homogeneous lands and shall be based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the department as a major cause of wildfire spread. Government Code 51178; The State Fire Marshal shall identify areas in the state as Moderate, High, and Very High Fire Hazard Severity Zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, High, and Very High Fire Hazard Severity Zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

**Will the new Fire Hazard Severity Zones affect my ability to get or maintain insurance?**

Insurance companies use risk models, which differ from hazard models, because they consider the susceptibility of a structure to damage from fire and other short-term factors that are not included in hazard modeling. It is unlikely that insurance risk models would utilize CAL FIRE Fire Hazard Severity Zones as a factor, but much of the same data that is used in the Fire Hazard Severity Zone model are likely included in the insurance companies' risk models. However, insurance risk models incorporate many additional factors and that change more frequently than those that CAL FIRE includes in its hazard mapping, which is built to remain steady for the next 10+ years.

**What do Fire Hazard Severity Zones measure?**

The Fire Hazard Severity Zone map reflects "hazard," not "risk". The map is like flood zone maps, where lands are described in terms of the probability level of a particular area being inundated by floodwaters, and not specifically prescriptive of impacts.

"Hazard" is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts.

"Risk" is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.

# FHSZ Frequently Asked Questions

## General

**What are the key elements of the Fire Hazard Severity Zone model?**

The fire hazard severity model for wildland fire has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. The zones reflect areas that have similar burn probabilities and fire behavior characteristics. The factors considered in determining fire hazard within wildland areas are fire history, flame length, terrain, local weather, and potential fuel over a 50-year period. Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands. FHSZs are not a structure loss model, as key information regarding structure ignition (such as roof type, etc.) is not included.

**Where do Fire Hazard Severity Zones apply?**

Fire Hazard Severity Zones are found in areas where the state has financial responsibility for wildfire protection and prevention, called the State Responsibility Area. More than 31 million acres are in this area. Under Senate Bill 63 (Stern, 2021) Government Code 51178 was amended to also identify the Moderate and High Fire Hazard Severity Zones with the Very High in Local Responsibility Area (LRA).

**What are the uses of Fire Hazard Severity Zones?**

The zones are used for several purposes including to designate areas where California's defensible space standards and wildland urban interface building codes are required. They can be a factor in real estate disclosure, and local governments may consider them in their general plan.

**When were the maps last updated?**

In 2007, CAL FIRE updated the FHSZs for the entire State Responsibility Area (SRA). Between 2008-2011 the department worked with local governments to make recommendations of the Very High Fire Hazard Severity Zones within Local Responsibility Area (LRA).

**Why are fire hazard severity maps being updated?**

The hazard maps are being updated to more accurately reflect the zones in California that are susceptible to wildfire. The hazard mapping process will incorporate new science in local climate data and improved fire assessment modeling in determining hazard ratings.

# FHSZ Frequently Asked Questions

## General

**How do the Fire Hazard Severity Zone Maps differ from California Public Utilities Commission (CPUC) High Fire Threat District Maps?**

The California Public Utilities Commission (CPUC) sponsored map, known as "CPUC High Fire Threat District Map" (HFTD), includes similar factors as those in the FHSZ maps, however the CPUC HFTD Map is designed specifically for identifying areas where there is an increased risk for utility associated wildfires. As such, the CPUC map includes fire hazards associated with historical powerline-caused wildfires, current fuel conditions, and scores areas based on where fires start, as opposed to where potential fires may cause impacts.

**How are Fire Hazard Severity Zones determined?**

CAL FIRE used the best available science and data to develop, and field test a model that served as the basis of zone assignments. The model evaluated the probability of the area burning and potential fire behavior in the area. Many factors were included such as fire history, vegetation, flame length, blowing embers, proximity to wildland, terrain, and weather.

**What new data will be included in the new model, and how does this differ from the previous model?**

A 2 km grid of climate data covering the years 2003-2018 is being used in the update. The previous model used stock weather inputs across the state to calculate wildland fire intensity scores. The updated model will adjust fire intensity scores based on the most extreme fire weather at a given location, considering temperature, humidity, and wind speed. In addition, ember transport is being modeled based on local distributions of observed wind speed and direction values instead of using a generic buffer distance for urban areas adjacent to wildlands.

**Why is my property in a different zone than the adjacent area, which looks similar?**

In wildland areas, zone edges are a result of the way zones are delineated. Specifically, zones represent areas of similar slope and fuel potential. Zone boundaries divide zones based on geographic and vegetation features that align with fire hazard potential; although, at a local scale, it may appear that the immediate area is similar on both sides of the edge. The class value within a zone is based on the average hazard score across the whole zone, so areas that are in the same zone but not immediately adjacent to a local area can have an influence on the final zone classification. Classification outside of wildland areas is based on the fire hazard of the adjacent wildland and the probability of flames and embers threatening buildings.

# FHSZ Frequently Asked Questions

## General

**Why does the model place an emphasis on the spread of embers?**

Embers spread wildfire because they can travel long distances in the wind and ignite vegetation, roofs, attics (by getting into vents), and decks.

**Why do waterbodies have a Fire Hazard Severity Zone Classification?**

All areas in State Responsibility Area, including water bodies, require a Fire Hazard Severity Zone designation. The 2007 FHSZ maps zoned all water as Moderate by default. In the 2023 FHSZ model we added a buffer of FHSZ from the surrounding wildland into water bodies to account for potential threat of embers to buildings on docks and house boats, as well as variation in reservoir height that occurs with drought.

**How does CAL FIRE assist Local Governments in Fire Hazard Severity Zones?**

CAL FIRE's Land Use Planning Program is a specialized unit that provides support to local governments by providing fire safety expertise on the State's wildland urban interface building codes, wildfire safety codes, as well as helping in the development of the safety elements in general plans.

**How can I search the Fire Hazard Severity Zone of a property?**

You can search by address to find your current designation on the web at: osfm.fire.ca.gov/FHSZ

# State Responsibility Area

**What is State Responsibility Area or SRA?**

SRA is a legal term defining the area where the state has financial responsibility for wildland fire protection and prevention. Incorporated cities and federal ownership are not included. Within the SRA, CAL FIRE is responsible for fire prevention and suppression. There are more than 31 million acres in SRA, with an estimated 1.7 million people and 800,000 existing homes.

**How is State Responsibility Area determined?**

The Board of Forestry and Fire Protection (Board) classifies land as State Responsibility Area. The legal definition of SRA is found in the Public Resources Code Section 4125. The Board has developed detailed procedures to classify lands as State Responsibility Area. Lands are removed from SRA when they become incorporated by a city, change in ownership to the federal government, become more densely populated, or are converted to intensive agriculture that minimizes the risk of wildfire. While some lands are removed from SRA automatically, the Board typically reviews changes every five years.

**What Fire Hazard Severity Zones are in State Responsibility Area?**

All of the State Responsibility Area is in a Fire Hazard Severity Zone. Lands are either ranked as Moderate, High or Very High Fire Hazard Severity Zones.

**What are the wildland urban interface (WUI) building codes in State Responsibility Area?**

The WUI building codes (California Building Code (CBC) Chapter 7A) reduce the risk of embers fanned by wind-blown wildfires from igniting buildings. The codes for roofing, siding, decking, windows, and vents apply throughout all State Responsibility Area regardless of the fire hazard severity ranking. Ember-resistant building materials can be found at: https://osfm.fire.ca.gov/divisions/fire-engineering-and-investigations/building-materials-listing/

# FHSZ Frequently Asked Questions

## State Responsibility Area

**What is the difference between the various Fire Hazard Severity Zones?**

Classification of a wildland zone as Moderate, High or Very High Fire Hazard is based on the average hazard across the area included in the zone, which have a minimum size of 200 acres. In wildlands, hazard is a function of modeled flame length under the worst conditions and annual burn probability. Both these factors generally increase with increasing hazard level, but there may be instances where one value is Very High and the other is low, pushing the overall hazard into a more intermediate ranking. On average, both modeled flame length and burn probability increase by roughly 40-60% between hazard classes.

**Is the GIS data for Fire Hazard Severity Zones available for download?**

The data inputs used to develop the Fire Hazard Severity Zones are identified in the Initial Statement of Reasons (ISOR) Title 19 Development (ca.gov). CAL FIRE has developed an additional data package which consists of sequential modeling steps, including any data inputs that were not already publicly available and referenced in the ISOR. The data package encompasses 34 spatial datasets and 8 tables, provided in raster, polygon, and table format. These datasets are formatted for Esri ArcGIS software, except for four tables provided in Excel. Ten of the datasets are updated versions used to produce an edited SRA FHSZ map following the public comment period that ended April 4, 2023. Upon formal adoption of the FHSZ map, the final SRA FHSZ geospatial data file will become available. The data package is available on the FHSZ website Fire Hazard Severity Zones (ca.gov) under the science and methods banner.

# FHSZ Frequently Asked Questions

## Local Responsibility Area

**What is Local Responsibility Area or LRA?**

Local Responsibility Areas (LRA) are incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is responsible for wildfire protection. This is typically provided by city fire departments, fire protection districts, counties, and by CAL FIRE under contract.

**When did Fire Hazard Severity Zones begin in Local Responsibility Area?**

Assembly Bill 337 (Bates, 1992) prompted by the devastating Oakland Hills Fire of 1991, calls for CAL FIRE to evaluate fire hazard severity in Local Responsibility Area and to make a recommendation to the local jurisdiction where Very High FHSZ exist. Government Code 51175 then provides direction for the local jurisdiction to take appropriate action.

**How are Fire Hazard Severity Zones determined in Local Responsibility Areas?**

CAL FIRE uses an extension of the State Responsibility Area Fire Hazard Severity Zone model as the basis for evaluating fire hazard in Local Responsibility Area. The Local Responsibility Area hazard rating reflects flame and ember intrusion from adjacent wildlands and from flammable vegetation in the urban area.

**What are the requirements for landowners in Fire Hazard Severity Zones in Local Responsibility Areas?**

California's WUI building codes (CBC Chapter 7A) apply to the design and construction of new buildings located in High and Very High FHSZs in Local Responsibility Areas. Local ordinances may require ignition resistant construction for remodel projects. Check with your local building department to determine which ignition resistant building codes apply to your project. In addition, Government Code Section 51182 calls for defensible space clearance and other wildland fire safety practices for buildings. Owners are also required to make a natural hazard disclosure as part of a real estate transfer. For information regarding home hardening and defensible space clearance, visit www.readyforwildfire.org.

**Does the designation of Very High Fire Hazard Severity Zones in the Local Responsibility Area trigger the 100-foot clearance requirement?**

Yes, per Government Code 51182 unless a local government has passed a more stringent requirement, the 100-foot defensible space clearance applies. For information regarding home hardening and defensible space clearance, visit www.readyforwildfire.org.

## Local Responsibility Area

**What is the process for developing Fire Hazard Severity Zones in the Local Responsibility Area?**

CAL FIRE uses the same modeling data that is used to map the State Responsibility Area. The map, along with a model ordinance, are then sent to the governing body for adoption.

**How are the new Fire Hazard Severity Zones impacting development?**

Many of the changes expanding Fire Hazard Severity Zones in Local Responsibility Areas have been supported by the building industry. CAL FIRE works closely with the building industry when setting various building codes and defensible space requirements, so we are working together to not affect development itself but to make sure development matches the hazards of that area.

**When will the Local Responsibility Area Map be released?**

The Local Responsibility Area map process will happen after the State Responsibility Area process has been completed, which is estimated to occur in winter of 2025.

**Why haven't Moderate and High Fire Hazard Severity Zone classes been classified before in the Local Responsibility Area?**

New legislation, Senate Bill 63 (Stern, 2021), now requires the adoption of all three Fire Hazard Severity Zone classes in the Local Responsibility Area. Previously only Very High Fire Hazard Severity Zones were required for adoption in Local Responsibility Areas.

**Why is my property in a different zone than the adjacent area, which looks similar?**

In non-wildland areas, zone edges occur based on distance to the wildland edge. Because hazard in these areas is largely determined by incoming embers from adjacent wildland, urban areas that are similar in vegetation type and housing density may have a change in FHSZ class as the distance to the wildland edge increases. Areas immediately adjacent to wildland receive the same FHSZ score as that wildland where fire originates, and the model then produces lower scores as the distance to wildland edge increases.

# LRA Legislation Factsheet

## Assembly Bill No.337

An act to add Chapter 6.8 (commencing with Section 51175) to Part 1 of Division 1 of Title 5 of the Government Code, and to amend Section 13108.5 of the Health and Safety Code, relating to fire protection.

*[Enrolled, January 28, 1991]*

**AB 337**, Bates. Very high fire hazard severity zones.

(1) Under existing law, the State Board of Forestry is required to classify all lands within the state, in accordance with prescribed criteria, for the purpose of determining areas in which the financial responsibility of preventing and suppressing fires is primarily the responsibility of the state.

This bill would declare that the prevention of fires is not a municipal affair but is instead, a matter of statewide concern, and would make a finding and declaration of the Legislature that its provisions apply to all local agencies, including, but not limited to, charter cities, charter counties, and charter cities and counties. The bill would prohibit that finding from limiting the authority of a local agency, as defined, from imposing more restrictive fire and panic safety requirements, as otherwise authorized by law.

The bill would state that it is not the intent of the Legislature to limit or restrict the authority of a local agency to impose more restrictive fire and panic safety requirements, as otherwise authorized by law.

This bill would require the Director of Forestry and Fire Protection to identify areas in the state as very high fire hazard severity zones within all counties pursuant to a prescribed schedule. The bill would require local agencies, as defined, to designate, by ordinance, very high fire hazard severity zones in their jurisdiction after receiving recommendations from the director, except as prescribed. The bill would authorize local agencies to include or exclude areas following certain findings and would require changes made by local agencies to be final and not rebuttable by the director. By requiring local agencies to designate very high fire hazard severity zones within their jurisdictions, this bill would impose a state-mandated local program. The bill would require the State Fire Marshal to prepare and adopt a model ordinance that provides for the establishment of any high fire hazard security zones.

## Assembly Bill No.337 (Continued)

(2) Under existing law, any person who owns, leases, controls, operates, or maintains any building or structure in, upon, or adjoining any mountainous area or forest-covered lands, brush-covered lands, or grass-covered lands, or any land that is covered with flammable material, is required to undertake specified fire protection measures, including the maintenance of specified firebreaks.

The bill would enact requirements of this nature for any person who owns, leases, controls, operates, or maintains, any occupied dwelling or occupied structure in, upon, or adjoining any mountainous area, forest-covered land, brush-covered land, grass-covered land, or land covered with flammable material, which area or land is within a very high fire hazard severity zone, as described in (1).

The bill would authorize local agencies to exempt certain structures and would exempt certain land or water areas.

The bill would make violation of these requirements an infraction or misdemeanor, as specified, thereby imposing a state-mandated local program by creating a new crime, and would specify related matters.

This bill would require local agencies to notify owners of property of violation and would authorize local agencies to correct the conditions and make a lien upon the property, as prescribed. By creating these requirements, this bill would impose a state-mandated local program.

The bill would permit a violation of these requirements to be considered a public nuisance, as specified.

(3) Existing law requires the State Fire Marshal to adopt, amend, and repeal regulations for roof coverings and openings into the attic areas of buildings in those fire hazard severity zones in state responsibility lands as designated by the director. Existing law requires the director to classify lands within state responsibility areas into fire hazard severity zones.

This bill would instead require the State Fire Marshal to propose, and would require the State Building Standards Commission to adopt, amend, and repeal those regulations. The bill would also require the State Fire Marshal to propose, and would require the State Building Standards Commission to adopt, amend, and repeal, those regulations for buildings in very high fire hazard severity zones in state responsibility lands, designated by the director, and in very high fire hazard severity zones as described in (1). The bill would require roofs on all new buildings and certain existing buildings in both of those zones to be at least a class B roof that complies with Standard 32-7 of the Uniform Building Code, as adopted in the California Building Standards Code. The bill would impose requirements on installers and roofing materials and make other related changes. The bill would exempt historic buildings, as defined, from these provisions.

# LRA Legislation Factsheet

## Senate Bill No.63

CHAPTER 382

An act to amend Sections 51177, **51178, 51178.5,** 51182, and 51189 of the **Government Code**, to amend Section 13108.5 of the Health and Safety Code, and to amend Sections 4124.5 and 4291 of, and to add and repeal Sections 4123.8, 4291.5, and 4291.6 of, the Public Resources Code, relating to fire prevention.

*[Approved by Governor September 28, 2021. Filed with Secretary of State September 28, 2021.]*

**SB 63**, Stern. Fire prevention: vegetation management: public education: grants: defensible space: fire hazard severity zones.

(1) Existing law requires the Director of Forestry and Fire Protection to identify areas of the state as very high fire hazard severity zones based on specified criteria. Existing law requires a local agency, within 30 days after receiving a transmittal from the director that identifies very high fire hazard severity zones, to make the information available for public review, as provided. This bill, among other things, would also require the director to identify areas of the state as moderate and high fire hazard severity zones. The bill would modify the factors the director is required to use to identify areas into fire hazard severity zones, as provided. The bill would require a local agency to make this information available for public review and comment, as provided. By expanding the responsibility of a local agency, the bill would impose a state-mandated local program.

This bill would also make conforming changes.

(2) Existing law requires a person who owns, leases, controls, operates, or maintains an occupied dwelling or structure in, upon, or adjoining a mountainous area, forest-covered land, brush-covered land, grass-covered land, or land that is covered with flammable material that is within a very high fire hazard severity zone, as designated by a local agency, or a building or structure in, upon, or adjoining those areas or lands within a state responsibility area, to maintain a defensible space of 100 feet from each side and from the front and rear of the structure, as specified. Existing law authorizes a greater distance than specified above on the specified land in a very high fire hazard severity zone. Existing law specifies that clearance beyond the property line may only be required if state law, local ordinance, rule, or regulation includes certain findings and specifies that clearance on adjacent property shall only be conducted following written consent by the adjacent landowner.

# LRA Legislation Factsheet

## Amended by Senate Bill No.63

### Government Code 51178

The State Fire Marshal shall identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

*(Amended by Stats. 2021, Ch. 382, Sec. 2.5. (SB 63) Effective January 1, 2022.)*

### Government Code 51178.5

Within 30 days after receiving a transmittal from the State Fire Marshal that identifies fire hazard severity zones pursuant to Section 51178, a local agency shall make the information available for public review and comment. The information shall be presented in a format that is understandable and accessible to the general public, including, but not limited to, maps.

*(Amended by Stats. 2021, Ch. 382, Sec. 3.5. (SB 63) Effective January 1, 2022.)*

# Assembly Bill No. 211

CHAPTER 574

An act to amend Sections 11891, 11893, 12581, 12996, 12998, 12999.4, and 12999.5 of, and to add Sections 12999.6 and 13001 to, the Food and Agricultural Code, **to amend Section 51179 of the Government Code**, to amend Sections 44274.10, 44274.11, 44274.12, 44274.13, and 44274.14 of the Health and Safety Code, to amend Sections 3113, 4799.05, 14503.5.1, 14538, 14549.2, 14581, 42052, and 42060 of, to add Sections 14537.5, 14548, 14555, and 21166.3 to, to add Part 5 (commencing with Section 75250) to Division 44 of, and to repeal Section 75250.1 of, the Public Resources Code, to amend Section 43152.6 of, and to amend and repeal Section 43152.10 of, the Revenue and Taxation Code, to amend Section 13198 of the Water Code, to amend the Budget Act of 2021 (Chapters 21, 69, and 240 of the Statutes of 2021) by amending Item 8570-002-0001 of Section 2.00 of that act, and to amend the Budget Act of 2021 (Chapter 44 of the Statutes of 2022) by amending Items 3540-101-0001 of Section 2.00 of that act, relating to public resources, and making an appropriation therefor, to take effect immediately, bill related to the budget.

*[Approved by Governor September 27, 2022. Filed with Secretary of State September 27, 2022.]*

**AB 211**, Committee on Budget. Public resources trailer bill.

(2) Existing law requires the State Fire Marshal to identify areas of the state as moderate, high, and very high fire hazard severity zones based on specified criteria. Existing law requires a local agency to designate, by ordinance, very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal. Existing law authorizes a local agency, at its discretion, to include areas within the jurisdiction of the local agency, not identified as very high fire hazard severity zones by the State Fire Marshal, as very high fire hazard severity zones following a finding supported by substantial evidence, as provided.

This bill would additionally require a local agency to designate, by ordinance, moderate and high fire hazard severity zones within 120 days of receiving recommendations from the State Fire Marshal. By expanding the responsibility of a local agency, the bill would impose a state-mandated local program. The bill would additionally authorize a local agency, at its discretion, to include areas within the jurisdiction of the local agency, not identified as moderate and high fire hazard severity zones by the State Fire Marshal, as moderate and high fire hazard severity zones, respectively. The bill would prohibit the local agency from decreasing the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, as provided.

# LRA Legislation Factsheet

## Amended by Assembly Bill No. 211

## Government Code 51179

(a) A local agency shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178.

(b) (1) A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as very high fire hazard severity zones by the State Fire Marshal, as very high fire hazard severity zones following a finding supported by substantial evidence in the record that the requirements of Section 51182 are necessary for effective fire protection within the area.

(2) A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as moderate and high fire hazard severity zones by the State Fire Marshal, as moderate and high fire hazard severity zones, respectively.

(3) A local agency shall not decrease the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, and, in exercising its discretion pursuant to paragraph (2), may only increase the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency.

(c) The local agency shall transmit a copy of an ordinance adopted pursuant to subdivision (a) to the State Board of Forestry and Fire Protection within 30 days of adoption.

(d) Changes made by a local agency to the recommendations made by the State Fire Marshal shall be final and shall not be rebuttable by the State Fire Marshal.

(e) The State Fire Marshal shall prepare and adopt a model ordinance that provides for the establishment of very high fire hazard severity zones.

(f) Any ordinance adopted by a local agency pursuant to this section that substantially conforms to the model ordinance of the State Fire Marshal shall be presumed to be in compliance with the requirements of this section.

(g) A local agency shall post a notice at the office of the county recorder, county assessor, and county planning agency identifying the location of the map provided by the State Fire Marshal pursuant to Section 51178. If the agency amends the map, pursuant to subdivision (b) or (c) of this section, the notice shall instead identify the location of the amended map.

*(Amended by Stats. 2022, Ch. 574, Sec. 10. (AB 211) Effective September 27, 2022.)*

# Increasing Fire Hazard Severity Zone (FHSZ) Area and Designation

**Government Code section 51179** requires a local agency to designate, by ordinance, moderate, high, and very high FHSZ within 120 days of receiving the identified FHSZ's from the State Fire Marshal pursuant to Section 51178.

The law does not allow for a local jurisdiction to request changes or provide comments to the State Fire Marshal on the FHSZ designations. However, a local agency may choose to increase the designation of a FHSZ from the FHSZ identified by the State Fire Marshal, or designate areas as having a FHSZ that were not designated in a FHSZ by the State Fire Marshal. This may occur because FHSZ zone edges in the maps and data from the State Fire Marshal are not aligned with parcel boundaries or roads that some may consider for lines of convenance when adopting ordinances. A local agency is not allowed to reduce the designation of a FHSZ classification from the State Fire Marshal (i.e. a local agency cannot make an area designated as High by the State Fire Marshal, Moderate in its adopted ordinance).

However, a local jurisdiction can increase the designation from the one identified by the State Fire Marshal. If a local agency decides to increase the designation of a FHSZ, it may do so if it does the following:
1. If increasing the designation to Very High, a local agency must make a finding supported by substantial evidence in the record that the requirements of Government Code section 51182 are necessary for effective fire protection.
2. If increasing the designation to Moderate or High, a local agency may do this at its discretion.

If a local agency decides to include areas in its FHSZ adopted ordinance not identified as being in a FHSZ by the State Fire Marshal, it may include those areas if it does the following:
1. If including areas not identified as being in a FHSZ and designating it as Very High, a local agency must make a finding supported by substantial evidence in the record that the requirements of Government Code section 51182 are necessary for effective fire protection.
2. If including areas not identified as being in a FHSZ and designating it as Moderate or High, a local agency may do this at its discretion.

# LRA Legislation Factsheet

## Land Use Planning Program

CAL FIRE's Land Use Planning Program is a specialized unit that provides support to local governments by providing fire safety expertise on the State's wildland urban interface building codes, as well as collaborating in the development of Safety Elements in General Plans.

**For More Information**

**osfm.fire.ca.gov/fhsz**

CITY OF MORGAN HILL

# City of Morgan Hill
# Wildland Urban Interface

Very High Fire Hazard Severity Zone

High Fire Hazard Severity Zone

**City Boundary**

0 1,000 2,000 4,000 6,000

Feet

## Adopted March 18, 2009
## City Council Resolution 6238

This map was produced by the City of Morgan Hill Community Development Department. The data was collected from a variety of reliable sources. However, the City of Morgan Hill makes no representation as to its accuracy and disclaims any liability to persons who may rely upon it.

R:\PLANNING\GIS\Maps\Projects\Fire\Fire Hazard Severity Zones Adopted3-18-09.mxd

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Cynthia Hasson, Assistant City Attorney
APPROVED BY: City Manager

## INTRODUCE AN ORDINANCE OF THE CITY OF MORGAN HILL AMENDING SECTIONS 3.04.240 (CONSULTANT CONTRACTS) AND 3.04.250 (REQUEST FOR PROPOSALS) OF CHAPTER 3.04 (PURCHASING) OF TITLE 3 (REVENUE AND FINANCE) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL REGARDING PROCUREMENT OF ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING, ENVIRONMENTAL, LAND SURVEYING, AND CONSTRUCTION PROJECT MANAGEMENT SERVICES PURSUANT TO ARTICLE XXII OF THE CALIFORNIA CONSTITUTION AND GOVERNMENT CODE § 4529.10 ET SEQ.

### RECOMMENDATION(S)

1. Waive first and second reading of the Ordinance; and
2. Introduce Ordinance amending Chapter 3.04 (Purchasing).

### COUNCIL PRIORITIES, GOALS & STRATEGIES

### REPORT NARRATIVE:
The purpose of this ordinance is to clarify the procurement process legally required for the selection of consultants who provide architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services to the City. Article XXII of the California Constitution authorizes the City to hire such consultants and Government Code § 4529.10 *et seq*. requires that a fair and competitive selection process be used to select said consultants. Because such professionals are typically hired based on their qualifications, a request for qualifications is often used. This process is added as an option to Chapter 3.04.

### COMMUNITY ENGAGEMENT:
This report serves to inform the community of the changes being made to comply with state law.

### ALTERNATIVE ACTIONS:

The City Council may choose not to make any changes to Chapter 3.04 of the Municipal Code or may choose to modify staff's recommendations for revising the procurement process.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
No recent actions have been taken by City Council with respect to procurement.

**FISCAL AND RESOURCE IMPACT:**
There is some financial and resource impact anticipated as the City procures the services of architects and engineers through a fair and competitive selection process in some situations in which it was not done in the past. For smaller projects, the process is likely to be informal in an attempt to minimize the costs.

**CEQA (California Environmental Quality Act):**
Not a Project - This is a administrative action that will not have any foreseeable impact on the environment.

**ORDINANCE NO. , NEW SERIES**

**AN ORDINANCE OF THE CITY OF MORGAN HILL AMENDING SECTIONS 3.04.240 (CONSULTANT CONTRACTS) AND 3.04.250 (REQUEST FOR PROPOSALS) OF CHAPTER 3.04 (PURCHASING) OF TITLE 3 (REVENUE AND FINANCE) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL REGARDING PROCUREMENT OF ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING, ENVIRONMENTAL, LAND SURVEYING, AND CONSTRUCTION PROJECT MANAGEMENT SERVICES PURSUANT TO ARTICLE XXII OF THE CALIFORNIA CONSTITUTION AND GOVERNMENT CODE § 4529.10 ET SEQ.**

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

**Section 1.** Section 3.04.240 (Consultant Contracts) of Chapter 3.04 (Purchasing) of Title 3 (Revenue and Finance) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

3.04.240 Consultant contracts.

A. The city council finds and declares that the competitive bid process based on price is ill-suited for the selection of consultants. A fair and competitive selection process based on qualifications is required for selection of consultants who provide architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services pursuant to Article XXII of the California Constitution and Government Code § 4529.10 *et seq*. The request for proposal or qualifications procedure set forth in Section 3.04.250 shall be used when hiring a professional as described in this paragraph and may be used if a determination is made by the officer or official responsible for the purchase — the purchasing officer, city manager or city council, respectively — that to do so would be in the best interest of the city in selecting the best qualified consultant. Consultants are required for professional or technical expertise and for matters requiring specialized abilities or a high degree of skill. Their numbers in relation to a particular skill or expertise required are comparatively limited. Where consultants are involved, the bidding process is not likely to result in a lower price to the city or eliminate unnecessary expense or delay.

B. The officer or official responsible for the purchase — the purchasing officer, city manager or city council, respectively — shall be empowered to engage a consultant (including, but not limited to, material testing service, construction inspection services, ~~architectural, engineering,~~ testing, ~~land surveying,~~ appraising, environmental, planning, financial, legal, development processing, governmental operations, special studies, ~~construction project management,~~

information technology and services graphic design and other services related thereto) without the necessity of an informal bid or competitive bid or notice thereof in the following circumstances and subject to the following criteria and conditions:

1. Subject to the delegation of the city manager, with department head approval if the consultant's total fee for services and supplies under the contract by which the consultant is engaged on a per project basis, including any amendments to the contract, does not exceed ten thousand dollars, so long as there exists a sufficient unencumbered appropriation in the fund against which the contract expense may be appropriately charged and provided further that any bifurcation of a purchase or contract into subunits or phases for the purpose of avoiding the maximum dollar amounts set forth in this section is prohibited; or

2. With city manager approval if the consultant's total fee for services and supplies under the contract by which the consultant is engaged on a per project basis, including any amendments to the contract, does not exceed the amount authorized to be performed by the employees of a public agency for public projects per State of California's Uniform Public Construction Cost Accounting Act, so long as there exists a sufficient unencumbered appropriation in the fund against which the contract expense may be appropriately charged and provided further that any bifurcation of a purchase or contract into subunits or phases for the purpose of avoiding the maximum dollar amounts set forth in this section is prohibited; or

3. With city council approval if the consultant's total fee for services and supplies under the contract by which the consultant is engaged on a per project basis exceeds the amount authorized to be performed by the employees of a public agency for public projects per State of California's Uniform Public Construction Cost Accounting Act. City council approval is not required for services in excess of the amount authorized to be performed by the employees of a public agency for public projects per State of California's Uniform Public Construction Cost Accounting Act if the consultant's total fee for services and supplies is to provide environmental services for a project that will be paid for by a development processing project applicant.

**Section 2.** Section 3.04.250 (Request for Proposals) of Chapter 3.04 (Purchasing) of Title 3 (Revenue and Finance) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

3.04.250 Request for proposals or qualifications.

A. In lieu of competitive bidding, the officer or official responsible for the purchase — the purchasing officer, city manager or city council, respectively — may utilize the request for proposal or request for qualifications method of purchasing supplies or services upon a determination that competitive bidding based on

price is not practical or advantageous to the city because of one or more of the following reasons:

1. Quality, capability, performance or qualification is overriding in relation to price;

2. Delivery, installation, service, maintenance, reliability or replacement is overriding in relation to price;

3. In the opinion of the purchasing officer, city manager or city council, respectively, the marketplace will respond better to a solicitation permitting a range of alternative proposals or evaluation and discussion of proposals before entering into the contract; or

4. Any of the considerations set forth in Section 3.04.080 are overriding.

B. The identity of persons responding to the request ~~for proposals~~ and the content of the submittals ~~proposals submitted~~ to the city may be kept confidential during the process of negotiation and until a contract is awarded, if deemed necessary by the purchasing officer, city manager or city council to enter into a contract that is the best value and most advantageous for the city in their respective sole discretion~~receive the best proposal~~.

C. The formats and procedures for requests for proposals or request for qualifications shall be established by the purchasing officer.

D. The contract award shall be based upon the proposal or statement of qualifications determined by the purchasing officer, city manager or city council, respectively, to be most advantageous to the city, taking into consideration price and the evaluation factors set forth in the request ~~for proposals~~.

E. The purchasing officer, city manager or city council, respectively, may reject any and all proposals or statement of qualifications if such rejection is deemed to be in the best interests of the city and may thereupon direct that proposals or statement of qualifications be solicited or utilize any other purchasing method set forth in this section.

F. As provided in the request for proposals or request for qualifications, discussions may be conducted with responsible offerors who submit proposals or statement of qualifications determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded equal treatment with respect to any opportunity for discussion and revision of proposals or statement of qualifications and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors, or of any information derived from ~~proposals submitted~~submittals by competing offerors.

**Section 3.** **Severability.** Should any provision of this ordinance be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such provision shall be severed from the ordinance, and such severance shall not affect the remainder of the ordinance.

**Section 4.** **Effective Date; Posting**. This Ordinance shall take effect on ____ _____, 2025. The City Clerk is hereby directed to publish this Ordinance or a summary thereof pursuant to Government Code Section 36933.

This ordinance was introduced at a meeting of the City Council held on the _____ day of _____, 2025, and adopted at a meeting held on the _____ day of _____, 2025, 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:**

**ATTEST:** **APPROVED:**

_____ _____

MICHELLE BIGELOW, City Clerk MARK TURNER, Mayor

**CERTIFICATE OF THE CITY CLERK**

**I, MICHELLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA,** do hereby certify that the foregoing is a true and correct copy of Ordinance No. , New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the ____ day of _____, 20.

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

DATE: _____ _____

MICHELLE BIGELOW, City Clerk

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

PREPARED BY:
Cynthia Hasson, Assistant City Attorney
APPROVED BY: City Manager

## INTRODUCE ORDINANCE AMENDING CHAPTER 5.32 (MASSAGE ESTABLISHMENTS AND MASSAGE PROFESSIONALS PERMIT REQUIREMENTS) OF TITLE 5 (BUSINESS LICENSES GENERALLY) MODIFYING THE PERMITTING PROCEDURE FOR MASSAGE THERAPY ESTABLISHMENTS AND SERVICES

### RECOMMENDATION(S)

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

### COUNCIL PRIORITIES, GOALS & STRATEGIES

**City Council Ongoing Priorities**
Enhancing Public Safety
Preserving and Cultivating Public Trust

**Guiding Documents**
Economic Blueprint
Public Safety Master Plan

### REPORT NARRATIVE:

Background
In May 2024, the City Council adopted an ordinance revising the permitting process for massage establishments to ensure certain building, sanitation, and operational standards for massage establishment businesses are followed. (April 24, 2024 City Council meeting. May 15, 2024, City Council meeting.) The ordinance was enacted in response to City complaints received related to illegal activity occurring at certain massage establishments in Morgan Hill. The new permitting process requires massage establishment operators to first obtain a Massage Establishment Permit from the Police Department in addition to a business license to empower the City to address the illegal activity. Code Compliance and the Police Department performed inspections of the massage establishments in September 2024 pursuant to the new ordinance.

Proposed Amended Ordinance

Since enacting the new process, City staff have identified areas that could be improved. This includes modifying the initial appeal hearing to require an informal meeting with the Chief of Police instead of an actual hearing, similar to the requirements in section 1.20.020 of the City's Municipal Code. This will provide an applicant or permittee an option to resolve issues informally. The appeal process for denial of a permit and revocation of a permit is proposed to be revised to provide the same appeal process for the two actions to simplify the process and avoid confusion.

Additionally, Section 5.32.140 is revised and reorganized to provide for clearer enforcement. Other changes have been made to address some issues identified during inspections and application review over the last several months.

**COMMUNITY ENGAGEMENT:**

Inform and Consult

Members of the Economic Development Team met with massage establishment operators and received feedback on the changes to the City's proposed regulation changes. In particular, operators requested that in some instances they be allowed to operate earlier in the morning (prior to 8 a.m.) to accommodate working clients, especially those with medical issues. To address this, language is added to Section 5.32.140(a)(1) to allow operators to apply to the Police Chief for an exception to the hours of operation. Another issue raised is the window tinting restrictions, which are necessary for the privacy and comfort of clients but also present an enforcement issue. Language has been added to Section 5.32.140(a)(17) to allow some tinting (clear viewing into the lobby that is at least four feet in height, starting not higher than two feet from the finished floor). An email was sent to operators in March informing them of the proposed amendments.

**ALTERNATIVE ACTIONS:**

The City Council may choose not to make changes to Chapter 5.32 of the Municipal Code or may choose to modify staff's recommendations for the permitting process.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

On May 15, 2024, the City Council adopted ordinance number 2354 to implement a new massage establishment permit process.

**FISCAL AND RESOURCE IMPACT:**

Costs of the permitting and inspection are covered in the initial permit application and renewal fees as established by the City Council. These fees are updated every year on July 1st.

**CEQA (California Environmental Quality Act):**

Not a Project - This is a regulatory action that will not have any foreseeable impact on the environment.

**ORDINANCE NO. , NEW SERIES**

**AN ORDINANCE OF THE CITY OF MORGAN HILL AMENDING CHAPTER 5.32 (MASSAGE ESTABLIHMENTS AND MASSAGE PROFESSIONALS PERMIT REQUIREMENTS) OF TITLE 5 (BUSINESS LICENSES GENERALLY) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL MODIFYING THE PERMITTING PROCEDURE FOR MASSAGE THERAPY ESTABLISHMENTS AND SERVICES**

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

**Section 1.** Chapter 5.32 is amended to read as follows (additions in underline, deletions in ~~strikethrough~~, moved sections in ~~double strikeout~~ and double underline):

**5.32.010 Purpose and intent.**

In enacting this chapter, the city council recognizes that massage therapy is a professional pursuit which can offer the public valuable health and therapeutic services, but that unless properly regulated, the practice of massage therapy and the operation of massage businesses may be associated with unlawful activity and pose a threat to the quality of life in the local community. It is the purpose and intent of this chapter to provide for the orderly regulation of offices and establishments providing massage therapy services, and to prevent and discourage the misuse of massage therapy as a front for human trafficking, prostitution, and related activities in violation of state law, all in the interests of the public health, safety, and welfare, by providing certain minimum building, sanitation, and operation standards for such businesses, and by requiring certain minimum qualifications for the operators and practitioners of such businesses. It is the further intent of this chapter to streamline local massage therapy permitting procedures, while still facilitating and advancing the ethical practice of massage therapy, by relying upon the uniform statewide regulations enacted by the Legislature in 2008 as Business and Professions Code Sections 4600 et seq., known as the Massage Therapy Act, as subsequently amended, and by restricting the commercial practice of massage in the city to those persons duly certified to practice by the California Massage Therapy Council formed pursuant to those statutes.

**5.32.020 Definitions.**

For the purpose of this chapter, unless the context clearly requires a different meaning, the words, terms, and phrases set forth in this section shall have the meanings that are given them in this section:

(a) "Authorized massage professional" means a massage professional who is identified in a permit issued pursuant to this chapter as a person employed or retained by a massage establishment to practice massage.

(b) "California Massage Therapy Council" or "CAMTC" means the massage therapy organization formed pursuant to Business and Professions Code Section 4600 et seq.

(c) "CAMTC-certified massage professional" means any individual currently certified by the California Massage Therapy Council as a massage therapist or massage practitioner pursuant to Business and Professions Code Section 4600 et seq.

(d) "City manager" means the city manager of the City of Morgan Hill or his or her designee.

(e) "Compensation" means the payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.

(f) "Employee" means any person employed by a massage business who may render any service to the business, and who receives any form of compensation from the business, including, but not limited to, an independent contractor.

~~(g~~(g) "Hearing Officer" means the individual designated to hear an appeal.

(h) "Inspector" means the person or persons designated by the city to conduct any inspections required or permitted under this chapter.

(~~h~~i) "Massage," "massage therapy," and/or "bodywork" for purposes of this chapter mean the skillful application of touch, including, but not limited to, pressure, stroking, kneading, compression on or movement of the external surfaces of the body by a practitioner to produce increased awareness, relaxation, pain relief, injury rehabilitation, or neuromuscular reeducation.

(~~i~~j) "Massage establishment" means any business that offers massage therapy, baths or health treatments including, but not limited to, aromatherapy, vapor, shower, electric tub, sponge, hot towels, mineral fermentation, sauna, steam or any other type of bath, involving massages or baths in exchange for compensation. Home-based massage businesses and businesses that provide outcall massage services are also considered to be massage establishments. For purposes of this chapter, the term "massage establishment" may be applied to include establishments which offer or advertise themselves as providing "relaxation" or "tanning" where the essential nature of the interaction between the employee and the customer involves "massage" as defined herein. The terms, names or phrases listed on business license or fictitious name application forms are not necessarily conclusive as to the nature of the business.

(~~j~~k) "Massage establishment permit" means a permit to operate a "Massage establishment" as provided in this chapter.

(~~k~~l) "Operator" or "massage establishment operator" means any person who is an owner or manager of a massage establishment.

(~~l~~m) "Outcall massage service" means the engaging in or carrying on of massage therapy for compensation at locations other than a massage establishment at a fixed location.

(~~m~~n)"Owner" or "massage establishment owner" means any of the following persons:

(1) The sole proprietor of a sole proprietorship operating a massage establishment.

(2) Any general partner of a general or limited partnership that owns a massage establishment.

(3) Any person who has a ten percent or greater ownership interest in a corporation that owns a massage establishment.

(4) Any person who is a member of a limited liability company that owns a massage establishment.

(5) All owners of any other type of business association that owns a massage establishment.

(~~n~~o) "Patron" means an individual on the premises of a massage establishment for the purpose of receiving massage therapy.

(~~o~~p) "Person" means any individual, firm, association, partnership, corporation, joint venture, limited liability company, or combination of individuals.

(~~p~~q) "Police chief" means the chief of police of the City of Morgan Hill or his or her designee charged with the administration of this chapter.

(~~q~~r) "Reception and waiting area" means an area immediately inside the main entry door of the massage establishment dedicated to the reception and waiting of patrons or visitors of the massage establishment and which is not a massage therapy room or otherwise used for the provision of massage therapy services.

(~~r~~s) "Sole proprietorship" means a massage establishment where the owner owns one hundred percent of the business and has one or no other employees or independent contractors.

(~~s~~t) "Visitor" means any individual not retained or employed by the massage establishment and not receiving or waiting to receive massage therapy services, but excluding law enforcement personnel or governmental officials performing governmental business.

**5.32.030 Business license required.**

The requirements of this chapter are in addition to any business license and business license tax requirements imposed pursuant to Chapter 5.04 of this code.

**5.32.040 Other permits and authorizations required.**

The requirements of this chapter are in addition to any permits or authorizations that may be required under other applicable laws including, but not limited to, the city's building, fire, zoning, and health regulations.

**5.32.050 Exemptions.**

This chapter shall not apply to the following classes of individuals while engaged in the performance of the duties of their respective professions:

(a) Physicians, surgeons, chiropractors, osteopaths, podiatrists, physical therapists, nurses, acupuncturists or any other person licensed to practice any healing art under the provisions of Division 2 (commencing with Section 500) of the Business and Professions Code when engaging in such practice within the scope of his or her license and persons working directly under the supervision of or at the direction of such licensed persons, working at the same location as the licensed person, and administering massage services subject to review or oversight by the licensed person.

(b) Trainers of any amateur, semi-professional, or professional athlete or athletic team, so long as such persons do not practice massage therapy as their primary occupation at any location where they provide such services in the city.

(c) Barbers, estheticians, and cosmetologists who are duly licensed under the laws of the State of California, while engaging in practices within the scope of their licenses.

(d) Individuals administering massages or health treatments involving massage to persons participating in single-occurrence athletic, recreational, or educational events such as road races, track meets, triathlons, educational events, or conferences, provided that the event is open to the public or to a significant segment of the public such as employees of sponsoring or participating corporations, and the massage services are provided at the site of the event during, immediately preceding, or immediately following the event.

(e) Somatic practitioners who use no physical touch of any kind at any time in their practice.

(f) Enrolled students of a school of massage when they are performing massage within the city as part of a formal supervised internship or training program operated by the school, without compensation other than school credit, on the premises of a massage establishment duly authorized to operate pursuant to the terms of this chapter; and provided that the operator of the massage establishment has first notified the police chief in writing of the name, residence address, and school of the students and the dates of the trainings.

**5.32.060 CAMTC certification required.**

It shall be unlawful for any individual to practice massage therapy for compensation within the city unless that individual is a CAMTC-certified massage professional. The massage establishment operator or owner must report to the City any investigation being conducted by the CAMTC or any criminal charges of any owner, operator, or employee, or the suspension of a CAMTC license of any owner, operator, or employee within two business days of the notification by CAMTC or within two business days of the criminal charges.

**5.32.080 Massage establishment permit required—Prohibited conduct.**

(a) It is unlawful for any person to operate a massage establishment within the city without first obtaining a massage establishment permit from the police department of the City of Morgan Hill.

(b) It shall be unlawful for a massage establishment operator to employ or retain any person to practice massage therapy for compensation, or to allow any person to perform massage therapy for compensation on the premises of a massage establishment, unless that person is a CAMTC-certified massage professional and unless that person is identified as an authorized massage professional on the permit issued pursuant to this chapter. For purposes of this chapter, a massage establishment operator "employs or retains" a person to practice massage therapy for compensation when:

(1) That person is a directly paid employee of the massage establishment; or

(2) That person's association with a massage establishment is that of an independent contractor who receives compensation for massage therapy provided to patrons of the massage establishment; or

(3) That person receives a referral of patrons from the massage establishment and, at any time before or after the referral, arranges in any way for compensation to flow to the massage establishment operator.

(c) It is unlawful for a massage establishment to operate under any name or conduct business under any designation not specified in the massage establishment permit issued pursuant to this chapter.

(d) It is unlawful for a massage establishment to continue to operate following the sale or transfer of any interest in the massage establishment to a person who was not identified as an owner in the massage establishment permit application.

**5.32.090 Permit application.**

1. The owners of the massage establishment shall file an application for a permit on a form provided by the police chief. The applicant must be the owner of the massage establishment. The application shall be accompanied by the non-refundable fee established by the city's fee schedule. Any change in ownership or location requires a new application. The application shall include the following information:

(a) The name, address, and telephone number of the massage establishment. It shall be the responsibility of each owner or operator to notify the city of any intention to rename, change management, or convey the business to another person within seven days of the change.

(b) The name, date of birth, residence address and telephone number, and business address and telephone number of each owner of the massage establishment.

(c) The form of business under which the applicant will be conducting the massage establishment, i.e. corporation, general or limited partnership, limited liability company, or other form and the state of formation. If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown in its articles of incorporation, together with the names and residence addresses of each of its officers, directors, and each shareholder holding more than ten percent of the stock of the corporation. If the applicant is a general or limited partnership, the application shall set forth the name and residence address of each of the partners, including limited partners. If one or more of the partners is a corporation, the provisions of this section pertaining to a corporate applicant shall apply. If the applicant is a limited liability company, the application shall set forth the name and residence address of each of the members. If one or more of the members is a partnership, limited liability company, or corporation, the provisions of this section pertaining to a partnership, limited liability company, or corporate applicant shall apply, as applicable.

(d) The name, address, and telephone number of the owner of the real property upon, in, or from which the certified massage establishment is to be operated. In the event the applicant is not the legal owner of the property, the application shall be accompanied by a copy of any written lease between the applicant and the property owner

authorizing use of the premises for a massage establishment, or, alternatively, if there is no written lease, then a written, notarized acknowledgment from the property owner that the property owner has been advised that a massage establishment will be operated by the applicant upon, in, or from the property owner's property.

(e) If the massage establishment will be located on a property in a residential or commercial condominium or other common interest development, the applicant shall submit a notarized statement from the homeowner's association or condominium owner's association acknowledging that the association has been advised that a massage establishment will be operated by the applicant and that such use of the property is allowed by the property's covenants, codes, and restrictions.

(f) A description of the proposed massage establishment, including the type of treatments to be administered.

(g) The name and date of birth of each individual who the massage establishment employs or retains to perform massage therapy for compensation, whether on or off the massage establishment premises. It shall be the responsibility of each owner or operator to notify the city within seven days of any change in persons providing massage services and to provide copies of the state massage certification for all such persons to the city prior to such persons providing massage services.

(h) The name of each individual who is regularly employed or retained by the massage establishment to perform services on the premises other than massage therapy, and the nature of their services.

(i) For each individual who the massage establishment does or will employ or retain to perform massage therapy for compensation, whether on or off the massage establishment premises, a color copy of that individual's current certification from the CAMTC as a certified massage practitioner or certified massage therapist, and a color copy of his or her current CAMTC-issued identification card.

(j) For each owner of the massage establishment who is a CAMTC-certified massage professional, a color copy of his or her current certification from the CAMTC as a certified massage practitioner or as a certified massage therapist and a color copy of his or her current CAMTC-issued identification card.

(k) For each owner of the massage establishment who is a CAMTC-certified massage professional, the date and length of time for any CAMTC suspension.

(~~k~~l) For each owner of the massage establishment who is not a CAMTC-certified massage professional, the following information:

(1) Whether any owner of the massage establishment has within the five years immediately preceding the date of application been convicted of any felony in any state.

(2) Whether any owner of the massage establishment is currently required to register under the provisions of Section 290 of the California Penal Code.

(3) The business, occupation, and employment history of each owner of the massage establishment for five years preceding the date of application, and the inclusive dates of same.

(4) One set of fingerprints to be taken at an authorized fingerprint location designated by the police chief~~the permit authority~~, and any required fee for such fingerprinting shall be paid by the applicant.

(~~l~~m) Provide a complete massage permit history including whether any license or permit has ever been issued to the applicant by any jurisdiction under the provisions of any ordinance or statute governing massage or somatic practice, and as to any such license or permit, the name and address of the issuing authority, the effective dates of such license or permit, whether such license or permit was ever suspended, revoked, withdrawn, or denied; and copies of any documentary materials relating to such suspension, revocation, withdrawal, or denial.

(n~~m~~)Detailed diagram showing the interior floorplan of the premises and depicting all interior rooms. It shall be the responsibility of each owner or operator to notify the city within seven days of any change to the floor plan. Building Code requirements are applicable and interior changes may require a building permit.

(o~~n~~) Such other information as may be required by the permit authority to determine compliance with any other eligibility requirements for issuance of the permit as specified by federal, state, or local law.

(p~~o~~) A statement that within the last five years the applicant has not failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local minimum wage ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is no pending appeal and the time for filing an appeal has passed.

2. Incomplete applications shall be rejected and not processed.

**5.32.100 Permit issuance.**

(a) The police chief shall issue a massage establishment permit if the applicant meets the requirements of this chapter and no grounds for denial exist under Section 5.32.110. The police chief may impose conditions on the permit consistent with this chapter and applicable law.

(b) Notice to Property Owner. If the applicant is not the record owner of the property where the massage establishment is located, the police chief may send a written notice to the property owner advising of the issuance of the permit and of the regulations applicable to the massage establishment. The police chief may also provide the property owner with copies of any other notices or communications with the applicant sent at any time before or after issuance of the permit.

(c) Term. A massage establishment permit issued pursuant to the terms of this chapter shall be valid for the fiscal year in which it is issued, and, unless suspended or revoked, must be renewed by the massage establishment operator annually so long as the massage establishment is operating within the city.

**5.32.110 Permit denial.**

1. The police chief may deny an application for a massage establishment permit on any of the following grounds:

(a) The massage establishment, as proposed by the applicant, would not comply with the requirements of this chapter.

(b) The massage establishment, as proposed by the applicant, would not comply with any applicable law, including, but not limited to, the city's building, fire, zoning, and health regulations.

(c) The applicant has knowingly made any false, misleading or fraudulent statement of material fact in the application for a massage establishment permit. Any omission or falsified information within the application~~,~~ will result in an automatic denial.

(d) Any owner of the massage establishment, within five years immediately preceding the date of filing of the application, has been convicted in a court of competent jurisdiction of any offense that relates directly to the operation of a massage establishment whether as a massage establishment owner or operator or as a person practicing massage for compensation, or as an employee of either; or has at any time been convicted in a court of competent jurisdiction of any felony the commission of which occurred on the premises of a massage establishment.

(e) Any owner of the massage establishment is currently required to register under the provisions of Section 290 of the California Penal Code.

(f) Any owner of the massage establishment, within five years of the date of application, has been convicted in a court of competent jurisdiction of any violation of Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22 of the California Penal Code, or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses.

(g) Any owner of the massage establishment has been subjected to a permanent injunction against the conducting or maintaining of a nuisance pursuant to Sections 11225 through 11235 of the California Penal Code, or any similar provision of law in a jurisdiction outside the State of California.

(h) Any owner of the massage establishment, within five years of the date of application, and as established by ~~clear and convincing~~a preponderance of the evidence, which may include evidence of a prior arrest, has engaged in acts prohibited under California Penal Code Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22.

(i) Any owner of the massage establishment is an individual who has not attained the age of eighteen years.

(j) Any owner of the massage establishment, within five years immediately preceding the date of filing of the application, has had a permit or license to practice massage for compensation or to own and/or operate a massage establishment revoked or denied in any jurisdiction, including by the CAMTC.

(k) Any owner of the massage establishment currently owns or operates a massage establishment in the city of Morgan Hill that is not in good standing due to the existence of uncorrected violations or unpaid fines or fees.

(l) Within the last five years, the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local minimum wage ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is no pending appeal and the time for filing an appeal has passed.

(m) The massage establishment was operated within the city without first obtaining a massage establishment permit from the police department of the City of Morgan Hill

2. The city shall not accept an application for the same or substantially similar massage establishment permit for the same site for a period of twelve months following the denial of a permit, or the date the denial was upheld, whichever is later.

3. The notices provided to the massage establishment pursuant to this section may also be sent to the owner of the premises where the massage establishment is located. However, failure to provide notice to the property owner shall not invalidate any actions taken by the city.

**5.32.120 Notice of denial—Appeal.**

(a) If an application for a massage establishment permit is denied, the police chief shall give written notice to the applicant specifying the time and place of an informal meeting with the Police Chief, the ground or grounds for denial, the pertinent code sections, and a brief statement of the factual issues in support thereof. The notice shall be mailed to the applicant at the address specified in the application, or it shall be delivered to the applicant personally.

(b)(b) No appeal may be taken to any such administrative decision made by the police chief pursuant to the provisions of this chapter unless such decision to appeal has been first taken up with the police chief. This shall be an informal meeting to allow the applicant to provide evidence that the permit should not be denied. Failure to attend an informal meeting with the Chief shall be deemed a forfeiture of any appeal on the decision to deny a permit.

(c) Within ten business days of the informal meeting, the police chief shall render his or her decision in writing, stating his or her findings and the action taken, if any. The decision letter shall be mailed to the applicant or it shall be delivered to the applicant personally. The decision letter shall include the information of the right to appeal.

(d) The applicant may appeal the decision to deny a massage establishment permit by filing a written notice of appeal with the city manager or designee within fifteen daysten days after deposit of the decision in the mail or its receipt by the applicant, whichever occurs first, specifying in detail the ground or grounds for such appeal.

(ee) The city manager or designee shall set a time and place for the hearing on the appeal not less than fifteen days after and not more than sixty days from the date the appeal was received by the city manager, and shall give at least five days' written notice by mail to the applicant of the date, time, and place for the hearing. The hearing shall be conducted in accordance with Section 5.32.180190.

(~~d~~f) After the hearing on the appeal, the ~~city manager or designee may~~hearing officer may refer the matter back to the police chief for a new investigation and decision, may affirm the decision of the police chief, or may direct the police chief to issue the license. The permittee will be notified by the city manager. The decision of the ~~city manager~~hearing officer ~~or designee~~ upon such appeal shall be final and shall be subject to judicial review according to the provisions and time limits set forth in Code of Civil Procedure Section 1094.6.

**5.32.130 Amendments to permit.**

(a) Whenever the information provided in the application for a certified massage establishment on file with the city changes, the operator shall file an application within seven business days, provided by the police chief, to amend the permit to reflect such change. A change includes but is not limited to the suspension or revocation of an owner or operator's CAMTC license. ~~An application to amend a massage establishment permit shall be made by submitting an application on a form provided by the police chief.~~ The application shall be accompanied by the fee established by the city's fee schedule.

(b) The application shall not be approved unless the police chief determines that the terms of the amended permit comply with all requirements of this chapter and all other local, state, and federal laws, and the massage establishment has no outstanding violations or unpaid citations or fees. Inspection of the massage establishment may be required prior to approval of the amendment.

(c) An amendment shall not be used to change the location or owners of a massage establishment. Instead, a new permit application is required pursuant to section 5.32.090.

(d) A denial of an application to amend a massage establishment permit may be appealed in the same manner as a denial of an application for a permit under Section 5.32.120.

**5.32.140 Requirements for all massage establishment facilities and operations.**

(a) Operational Requirements. Except as otherwise specifically provided in this chapter, the following operational requirements shall be applicable to all massage establishments located within the city:

(1) No massage establishment shall be kept open for business between the hours of ten p.m. of one day and eight a.m. of the following day. A massage begun any time before ten p.m. must nevertheless terminate at ten p.m. The owner of an establishment may apply to the police chief for an exception to open prior to eight a.m. The police chief shall establish criteria by which the exception shall be reviewed.

(2) The hours of operation of the massage establishment shall be displayed in a conspicuous public place in the reception and/or waiting area and in any front window clearly visible from outside of the massage establishment.

(3) Patrons and visitors shall be permitted in the massage establishment only during the hours of operation.

(4) During the hours of operation, patrons shall be permitted in massage therapy rooms only if at least one duly authorized certified massage professional is present on the premises of the massage establishment. Patrons shall not be permitted in any employee break room on the premises.

(5) During the hours of operation, visitors shall not be permitted in massage therapy rooms except as follows:

(A) The parents or guardian of a patron who is a minor child may be present in the massage therapy room with that minor child;

(B) The minor child of a patron may be present in the massage therapy room with the patron when necessary for the supervision of the child; or

(C) The conservator, aid, or other caretaker of a patron who is elderly or disabled may be present in the massage therapy room with that elderly or disabled person.

(6) During the hours of operation, except as otherwise provided herein, no visitors shall be permitted in massage therapy rooms, break rooms, dressing rooms, showers, or any other room or part of the massage establishment premises other than the reception and waiting area or toilet rooms.

(7) Except for a patron who is inside a massage therapy room for the purpose of receiving a massage, no patrons or visitors shall be permitted in or on the massage establishment premises at any time who are less than fully clothed in outer garments of nontransparent material, or who display or expose themselves in underclothing or similar intimate apparel.

(8) A list of services available and the cost of such services shall be posted in an open and conspicuous public place on the premises. The services shall be described in English and may also be described in such other languages as may be convenient. No massage establishment operator shall permit, and no person employed or retained by the massage establishment shall offer to perform any services or request or demand fees other than those posted.

(9) The massage establishment shall keep on the premises a complete and current roster of all owners, operators, and managing employees of the massage establishment and all massage professionals and other persons employed or retained by the massage establishment. The roster shall include the name, residence address, and phone number of each individual. The roster shall be available for inspection by city officials charged with the enforcement of this chapter.

(10) All massage services and all tips, if any, shall be paid for in the reception area. Massage establishments may utilize a system where tip envelopes are provided in the treatment rooms to be utilized and deposited by the client in the reception area.

(11) All owners and operators are expected to comply with the city's Wage Theft Prevention Policy (CP-17-01) adopted by city council on July 26, 2017.

(12) Monitors and any electronic recording equipment for any security system are prohibited in the massage therapy rooms.

~~(b) Physical Facility and Building and Fire Code Requirements. Except as otherwise specifically provided in this chapter, the following physical facility and building code requirements shall be applicable to all massage establishments located within the city:~~

(13) A massage table or professional massage chair specifically designed for seated massage shall be used for all massage therapy, with the exception of "Thai," "Shiatsu,"

and similar forms of massage therapy, which may be provided on a padded mat on the floor, provided the patron is fully attired in loose clothing, pajamas, scrubs, or similar style of garment. Massage tables shall have a minimum height of eighteen inches.

(14) Beds, floor mattresses, and waterbeds are not permitted on the premises of the massage establishment, and no massage establishment shall be used for residential or sleeping purposes, which may be shown by circumstantial evidence such as the presence of bedding, pillows, sleeping bags, suitcases, clothing, toiletries or other personal belongings, cooking appliances, utensils, or food in excess of a business establishment's normal requirements.

(15) No massage table or professional massage chair may be modified from its intended purpose.

(16) Main entry door and reception and waiting area required. One main entry door shall be provided for patron entry to the massage establishment, which shall open to an interior patron reception and waiting area immediately. All patrons and any persons other than individuals employed or retained by the massage establishment shall be required to enter and exit through the main entry door. Unless the massage establishment is a sole proprietorship or a home occupation with one or no other employees, the main entry door shall be unlocked at all times during business hours.

(~~2~~17) No massage establishment located in a building or structure with exterior windows fronting a public street, highway, walkway, or parking area shall block visibility into the interior reception and waiting area through the use of curtains, closed blinds, tints, or any other material that obstructs, blurs, or unreasonably darkens the view into the premises. Premises shall provide clear viewing into the lobby that is at least four feet in height starting not higher than two feet from the finished floor.

~~(3~~(18) Patrons' genitals and female patrons' breasts must be fully draped at all times while any individual employed or retained by the massage establishment is in the massage room or cubicle with the patron. No massage shall be provided to a patron that results in intentional contact, or occasional and repetitive contact, with the genitals or anal region of a patron, or of a female patron's breasts without the written consent of the person receiving the massage and a referral from a licensed California health care provider.

(19) No alcoholic beverages shall be sold, served, or furnished to any patron or visitor; nor shall any alcoholic beverages be consumed, kept, or possessed on the premises of a massage establishment.

(20) No birth control device or aid, including, but not limited to, condoms, shall be stored, kept, or distributed on the premises of a massage establishment.

(b) Physical Facility and Building and Fire Code Requirements. Except as otherwise specifically provided in this chapter, the following physical facility and building code requirements shall be applicable to all massage establishments located within the city:

(1) All interior doors, including massage therapy rooms or cubicles, but excluding individual dressing rooms, showers, and toilet rooms, shall be incapable of being locked and shall not be blocked to prevent opening. Draw drapes, curtain enclosures,

or accordion-pleated closures in lieu of doors are acceptable on all inner massage therapy rooms or cubicles.

(42) Minimum lighting equivalent to at least one forty-watt light shall be provided in each massage therapy room or cubicle.

~~(5) (3A massage table or professional massage chair specifically designed for seated massage shall be used for all massage therapy, with the exception of "Thai," "Shiatsu," and similar forms of massage therapy, which may be provided on a padded mat on the floor, provided the patron is fully attired in loose clothing, pajamas, scrubs, or similar style of garment. Massage tables shall have a minimum height of eighteen inches.~~

~~(6) Beds, floor mattresses, and waterbeds are not permitted on the premises of the massage establishment, and no massage establishment shall be used for residential or sleeping purposes, which may be shown by circumstantial evidence such as the presence of bedding, pillows, sleeping bags, suitcases, clothing, toiletries or other personal belongings, cooking appliances, utensils, or food in excess of a business establishment's normal requirements.~~

(~~7~~) All locker facilities that are provided for the use of patrons shall be fully secured for the protection of the patrons' valuables, and each patron shall be given control of the key or other means of access.

(84) The massage establishment shall comply with all applicable state and local building and fire codes as adopted in Title 15 of this code.

(c) Health and Safety Requirements. Except as otherwise specifically provided in this chapter, the following health and safety requirements shall be applicable to all massage establishments located within the city:

(1) The massage establishment shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens, and all massage tables or chairs shall be covered with a clean sheet or other clean covering appropriate to the equipment for each patron. After a towel, covering, or linen has been used once, it shall be deposited in a closed receptacle, or directly into a washing machine, and not used again until properly laundered and sanitized. Towels, coverings, and linens shall be laundered either by regular commercial laundering, or by a noncommercial laundering process that includes immersion in water at least one hundred forty degrees Fahrenheit for not less than fifteen minutes during the washing or rinsing operation. Clean towels, coverings, and linens shall be stored in closed, clean cabinets when not in use. A certified massage professional engaged in the practice of outcall massage shall carry a sufficient quantity of clean and sanitary towels, sheets, and linens to comply with the requirements.

(2) All massage therapy rooms or cubicles, wet and dry heat rooms, toilet rooms, shower compartments, hot tubs, and pools shall be thoroughly cleaned and disinfected as needed, and at least once each business day when the premises has been or will be open and such facilities in use. All bathtubs shall be thoroughly cleaned and disinfected after each use.

(3) All liquids, creams, or other preparations used on or made available to patrons shall be kept in clean and closed containers. Powders may be kept in clean shakers. All bottles

and containers shall be distinctly and correctly labeled to disclose their contents. When only a portion of a liquid, cream, or other preparation is to be used on or made available to a patron, it shall be removed from the container in such a way as not to contaminate the remaining portion.

(4) Unless otherwise licensed under state or local law, no invasive procedures shall be performed on any patron. Invasive procedures include, but are not limited to:

(A) Application of electricity that contracts the muscle;

(B) Penetration of the skin by metal needles;

(C) Abrasion of the skin below the nonliving, epidermal layers;

(D) Removal of skin by means of any razor-edged instrument or other device or tool;

(E) Use of any needle-like instrument for the purpose of extracting skin blemishes; and

(F) Other similar procedures.

(5) All bathrobes, bathing suits, and/or other garments that are provided for the use of patrons shall be either fully disposable and not used by more than one patron, or shall be laundered after each use pursuant to subsection (c)(1) of this section.

(6) All combs, brushes, and/or other personal items of grooming or hygiene that are provided for the use of patrons shall be either fully disposable and not used by more than one patron, or shall be fully disinfected after each use.

(7) No patrons shall be allowed to use any shower facilities of the massage establishment unless such patrons are wearing slip-resistant sandals or flip-flops while in the shower compartment. All footwear such as sandals or flip-flops that are provided for the use of patrons either shall be fully disposable and not used by more than one patron, or shall be fully disinfected after each use.

~~(8) Patrons' genitals and female patrons' breasts must be fully draped at all times while any individual employed or retained by the massage establishment is in the massage room or cubicle with the patron. No massage shall be provided to a patron that results in intentional contact, or occasional and repetitive contact, with the genitals or anal region of a patron, or of a female patron's breasts without the written consent of the person receiving the massage and a referral from a licensed California health care provider.~~

~~(9) No alcoholic beverages shall be sold, served, or furnished to any patron or visitor; nor shall any alcoholic beverages be consumed, kept, or possessed on the premises of a massage establishment.~~

~~(10) No birth control device or aid, including, but not limited to, condoms, shall be stored, kept, or distributed on the premises of a massage establishment.~~

(d) Attire and Physical Hygiene Requirements. The following attire and physical hygiene requirements shall be applicable to all employees and any other persons who work permanently or temporarily on the premises of a massage establishment within the city, including, but not limited to, all persons who are employed or retained to practice massage for the massage establishment:

(1) No person shall dress in:

(A) Attire that is transparent, see-through, or substantially exposes the person's undergarments;

(B) Swim attire, unless providing a water-based massage modality approved by the CAMTC;

(C) A manner that exposes the person's chest, breasts, buttocks, or genitals;

(D) A manner that constitutes a violation of Section 314 of the California Penal Code.

(2) No massage establishment operator, employee, or visitor shall, while on the premises of a massage establishment or while performing any outcall massage service, and while in the presence of any patron, customer, employee or visitor, expose his or her chest, breast, buttocks, or genitals.

(3) All persons shall thoroughly wash their hands with soap and water or any equally effective cleansing agent immediately before providing massage to a patron. No massage shall be provided upon a surface of the skin or scalp of a patron where such skin is inflamed, broken (e.g., abraded or cut), or where a skin infection or eruption is present.

(4) No massage establishment shall store undergarment clothing.

(e) Display of Permit and Certifications.

(1) The massage establishment permit shall be displayed in an open and conspicuous place on the premises visible from the main entry door and/or reception and waiting area of the massage establishment.

(2) Each person employed or retained by a massage establishment to perform massage in or on the premises or through an outcall massage service shall display on his or her person the original, valid current photograph-bearing identification card issued to that employee by the CAMTC. A copy of each such identification card and the person's original CAMTC certificate shall also be displayed in an open and conspicuous place visible from the main entry door and/or reception and waiting area of the massage establishment. The home address of any employee need not be displayed.

(f) Display of Human Trafficking Notices. The massage establishment shall comply with the requirements in California Civil Code Section 52.6 related to the posting of information for victims of human trafficking.

(g) Home Occupation and Outcall-Only Businesses—Exemptions.

(1) Where a certified massage establishment is a home occupation, and the operator has complied with the provisions of Section 18.92.060 of this code pertaining to home occupations, the provisions of subsections (a)(2), (b)(1)—(3), and (b)(6) of this section shall not apply, and the portions of the residence subject to the requirements of subsections (b) and (c) of this section shall be only those portions that are used at any time by the patron of the massage establishment.

(2) For massage establishments that provide outcall-only services and have no fixed location for performing massage, provisions of this section related to businesses with

fixed locations shall not apply. Specifically, the provisions of subsections (a)(2)—(9), (b)(1)—(4), (b)(6)—(8), (c)(2) and (7), (e)(1), and (f) of this section shall not apply to outcall-only establishments.

**5.32.150 Massage establishment inspections.**

(a) The inspector shall have the right to enter any massage establishment, other than an establishment providing outcall-only services, during regular business hours, without a search or inspection warrant, to make reasonable inspection to ascertain whether there is compliance with the provisions of this chapter. Inspectors shall have access to all areas of the massage establishment, including, but not limited to, drawers and cupboards used for storage. Identification may be requested of any employee within the establishment who is not displaying a CAMTC identification card. Photographs and digital and video recordings may be taken by the inspector to document the violations. For home occupations, reasonable inspection shall be limited to the portions of the residence open to patrons.

(b) For those violations which may be corrected, ~~T~~the massage establishment operator shall take immediate action to correct each violation noted by the inspector. A reinspection will be performed to ensure that each violation noted by the inspector has been corrected. .

**5.32.160 Violations—Moratorium.**

(a) For the purpose of enforcing the requirements of this chapter, all owners and operators of the massage establishment shall be jointly and severally responsible for the conduct of all massage establishment employees, agents, independent contractors, or other representatives while such persons are on the premises of the massage establishment or providing outcall massage services on behalf of the massage establishment.

(b) In addition to any other remedy available to the city under applicable law, a massage establishment permit may be suspended or revoked as provided in Sections 5.32.170 and 5.32.180 . Upon issuance of a final order by the police chief ~~or,~~ city manager or hearing officer to revoke the massage permit, the massage establishment shall immediately cease operation, and, if so ordered by the hearing officer, no other massage establishment shall be permitted to operate at that location by any person for a period of not less than five years ("the moratorium period"). If the operator is not also the legal owner of the real property on which the massage establishment is situated, notice of such revocation and the five-year prohibition shall be provided by the permit authority to the owner of record of the property as shown on the latest county assessment roll.

(c) In addition to any other remedy available to the city under applicable law, a massage establishment permit may not be renewed or amended unless and until all due and unpaid citations issued pursuant to this chapter are paid in full, and all outstanding violations have been corrected.

(d) Notwithstanding any other provision of this chapter, where a notice of revocation or suspension has been issued to the operator of a massage establishment pursuant to Section 5.32.180 of this chapter, the police chief shall not process or grant an application for a massage establishment permit for a new massage establishment at the same premises unless and until such notice of revocation or suspension is dismissed; or a final determination is made pursuant to that section that the current operator's massage establishment permit is not

or should not be revoked; or any moratorium period imposed pursuant to this chapter has expired.

**5.32.170 Revocation or suspension.**

All massage establishment operators shall be deemed to know and understand the requirements and prohibitions of this chapter. Any massage establishment permit issued pursuant to this chapter may be suspended or revoked ~~by the police chief~~ after a hearing, where ~~the police chief finds~~findings are made that any of the following have occurred on even a single occasion:

(a) The permittee or any person employed or retained by the massage establishment has violated any provision of this chapter, the California Business and Professions Code Sections 4600 et seq., or any local, state, or federal law.

(b) The permittee or any person employed or retained by the massage establishment has been convicted in a court of competent jurisdiction of having violated, or has engaged in conduct constituting a violation of, any of the following: California Penal Code Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22, or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses.

(c) The permittee or any person employed or retained by the massage establishment is required to register under Section 290 of the California Penal Code.

(d) The permittee has been subject to a permanent injunction against the conducting or maintaining of a nuisance pursuant to this code, or Sections 11225 through 11235 of the California Penal Code, or any similar provision of law in any jurisdiction outside the State of California.

(e) The permittee or any person employed or retained by the massage establishment has engaged in fraud or misrepresentation or has knowingly made a misstatement of material fact while working in or for the massage establishment.

(f) The permittee has continued to operate the massage establishment after the massage establishment permit has been suspended.

(g) The CAMTC license has been suspended or revoked of a licensed CAMTC massage therapist owner or operator.

(h~~g~~) Massage has been performed on the premises of the massage establishment, with or without the permittee's actual knowledge, by any person who is not a duly authorized, in good standing CAMTC-certified massage professional.

(i~~h~~) A person who is not a duly authorized CAMTC-certified massage professional has provided outcall massage services through or on behalf of the massage establishment.

(j~~i~~) There have been one or more acts prohibited under California Penal Code Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22 taking place on the premises of the massage establishment, whether or not any criminal prosecution has been pursued or conviction obtained for such acts, and whether or not they occurred with or without the actual knowledge of the permittee.

(kj) The permittee or any person employed or retained by the massage establishment or any other person on the premises of the massage establishment has engaged in conduct or committed acts that a reasonable person in the patron's position would understand as an offer to perform on or engage in with the patron acts that are sexual in nature or that involve touching of the patron's genitals, or anal region.

(lk) The permittee or any person employed or retained by the massage establishment has engaged in sexually suggestive advertising related to massage services on the premises of the massage establishment, including, but not limited to, displaying photographs of individuals clothed in swim attire, or attire that is transparent, see-through or substantially exposes the individual's undergarments, breasts, buttocks, or genitals, describing massage services as "erotic," "sensual" or similarly sexual in nature, listing advertisements in adult media, or describing the appearance or age of massage providers.

(ml) If the applicant has failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local minimum wage ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is no pending appeal and the time for filing an appeal has passed.

**5.32.180 Hearing for revocation or suspension.**

(a) The police chief shall give written notice of ~~a hearing for~~ the proposed revocation or suspension of any permit granted pursuant to this chapter to the permittee. The notice shall set forth the date that the revocation or suspension is effective, the time and place of the ~~hearing~~informal meeting with the Police Chief, the ground or grounds upon which the ~~hearing~~revocation or suspension is based, the pertinent code sections, and a brief statement of the factual issues in support thereof. The notice shall be mailed~~, postage prepaid, addressed~~ to the permittee at the ~~last known~~business address ~~of the permittee~~, or it shall be delivered to the permittee personally, at least ten business days prior to the ~~hearing~~effective date~~. The owner/operator has~~ of the suspension or revocation, unless immediate revocation is necessary to protect the ~~right to attend~~public health and safety, such as criminal activity resulting in the ~~hearing~~arrest of one or more individuals at the massage establishment or building code violations that render the massage establishment unsafe to occupy.

(b) No appeal may be taken to any such administrative decision made by the police chief pursuant to the provisions of this chapter unless such decision to appeal has been first taken up with the police chief. This shall be an informal meeting to allow the permittee to provide evidence that the permit should not be suspended or revoked.

(c) Failure to attend an informal meeting with the Chief shall be deemed a forfeiture of any right to appeal the decision to suspend or revoke a permit.

(d) Within ten business days of the ~~hearing~~informal meeting, the police chief shall render his or her decision in writing, stating his or her findings and the action taken, if any. The decision letter shall be mailed~~, postage prepaid, addressed to the permittee at the last known address~~

~~of~~ to the permittee~~,~~ at the business address or it shall be delivered to the permittee personally. The decision letter shall include the information of the right to appeal.

~~(c) Within~~(e) The permittee may appeal the decision to suspend or revoke a massage establishment permit by filing a written notice of appeal with the city manager, within ten days from the deposit of the decision letter in the mail or its receipt by the permittee, whichever occurs first, ~~the permittee may appeal the decision in writing to the city manager or designee, setting forth with particularity~~specifying in detail the ground or grounds for the appeal.

(~~d~~f) The city manager ~~or designee~~ shall ~~give written notice of~~set a time and place for the hearing on the appeal not less than ~~ten~~fifteen days and not more than sixty days from the date the appeal was received by the city manager~~ or designee.~~, and shall give at least five days' written notice by mail to the permittee of the date, time, and place for the hearing. The hearing shall be conducted in accordance with Section 5.32.190.

(~~e~~g) After the hearing on the appeal, the ~~city manager or designee~~hearing officer may refer the matter back to the police chief for a new investigation and decision, may affirm the decision of the police chief, may dismiss the disciplinary action, or may revoke or suspend the permit. The permittee will be notified by the city manager. The decision of the ~~city manager or designee~~ hearing officer upon such appeal shall be final and shall be subject to judicial review according to the provisions and time limits set forth in Code of Civil Procedure Section 1094.6.

(~~f~~h) The notices provided to the massage establishment pursuant to this section may also be sent to the owner of the premises where the massage establishment is located. However, failure to provide notice to the property owner shall not invalidate any actions taken by the city.

**5.32.190 Hearing rules.**

The following rules shall apply to any hearing required by this chapter.

(a) The city manager may hear the appeal, or designate a city employee or third party to act as the hearing officer.

(b) All parties involved shall have the right to offer testimonial, documentary, and tangible evidence bearing on the issues, to be represented by counsel, and to confront and cross-examine witnesses.

(c) Any relevant evidence may be admitted if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. ~~Any~~

(d) The hearing ~~under this chapter~~officer may conduct the hearing informally, both as to rules of procedure and admission of evidence, in any manner which will provide a fair hearing.

(e) A continuance may be ~~continued~~granted for ~~a reasonable time for the convenience of a~~ good cause if the party seeking the continuance has made a good faith effort to prevent the recurrence of the incident that led to the notice of intent to revoke or ~~witness~~suspend.

(f) If the police chief submits an additional written report concerning the revocation or suspension to the hearing officer for consideration at the hearing, then a copy of this

report also shall be mailed to the person requesting the hearing at least five days prior to the date of the hearing. Any administrative citation, revocation or suspension letter, and any additional report submitted by the police chief shall constitute prima facie evidence of the respective facts contained in those documents.

(g) The standard of proof shall be by a preponderance of the evidence.

(h) Failure to attend an appeal hearing is grounds for dismissal of the appeal and constitutes a failure to exhaust the administrative remedies.

**5.32.200 Violations unlawful and a public nuisance—Penalties, nuisance abatement, and other remedies.**

Any massage establishment operated, conducted, or maintained contrary to the provisions of this chapter shall be, and the same is hereby declared to be, unlawful and a public nuisance, and the city attorney may, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal and enjoinment thereof, in the manner provided by law. Such remedies shall be in addition to any other judicial and administrative penalties and remedies available to the city under this code or under state law.

**Section 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 ____ _____, 2025. The City Clerk is hereby directed to publish this Ordinance or a summary thereof pursuant to Government Code Section 36933.

This ordinance was introduced at a meeting of the City Council held on the _____ day of _____, 2025, and adopted at a meeting held on the _____ day of _____, 2025, 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:**

**ATTEST:** **APPROVED:**

MICHELLE BIGELOW, City Clerk

MARK TURNER, Mayor

## CERTIFICATE OF THE CITY CLERK

**I, MICHELLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA,** do hereby certify that the foregoing is a true and correct copy of Ordinance No. , New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the ____ day of _____, 2025.

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

DATE: _____ _____

MICHELLE BIGELOW, City Clerk

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

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

## RECEIVE MONTHLY BUDGET UPDATE; MARCH 2025 FINANCIAL AND INVESTMENT REPORTS; AND CITY MANAGER AUTHORITY REPORT

### RECOMMENDATION(S)
Receive and file reports.

### 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 are providing this monthly budget update, along with the March 2025 financial and investment reports.

**March 2025 Financial Report**
The Revenue and Expense Summary through March 2025 is included on page 4 of the attached monthly financial and investment reports. Overall, General Fund revenues total $33.5 million or about 59% of the budget. Expenditures, including encumbrances, amounted to $45.8 million, of which approximately $2.5 million is attributable to outstanding encumbrances, compared to prior year expenditures, including encumbrances, of $43.8 million. This represents an increase of $2.0 million, including encumbrances, compared to the prior year. Excluding the encumbrances, expenditures increased by about $2.6 million, primarily due to additional staffing, negotiated salary adjustments, and overall cost increases.

**Budget Update**
The latest sales tax estimate provided by HdL, the City's sales tax consultant, projects approximately $12.0 million in revenue for the current fiscal year, about $0.1 million higher than the previous estimate. However, this still represents a reduction of approximately $0.9 million compared to the current year's budget. Additionally, the sales

tax estimate for the next fiscal year has been revised downward to $12.2 million, a decrease from the previous estimate of $12.4 million. That's approximately $1.1 million less than the budgeted amount of $13.3 million for the next fiscal year 2025–26.

Regarding property tax, the County projects that the City will receive approximately $2.5 million in excess ERAF (net of reserve provisions) for the next fiscal year. This is about $0.6 million more than the budgeted amount of $1.9 million for ERAF. According to the County, the increase in the preliminary FY2025-26 projection is primarily due to a reduced funding requirement for schools and State special education programs, attributable to lower average daily attendance and a low cost-of-living factor adopted by the State.

In terms of water revenue, Morgan Hill residents consumed approximately 8% more water through March compared to the prior three-year average. As a result, no revenue stabilization water rate was implemented.

**City Manager's Authority Report**
Pursuant to the City Council Policy 18-05 - Report on delegation of authority to City Manager, Page 21 of Attachment 1 lists the contracts and or agreements between $25,000 to $75,000, or the limit of the California Uniform Public Construction Cost Accounting Act (CUPCCAA), entered into by the City Manager since the last report from January 13, 2025, through May 1, 2025.

On December 7, 2022, the City Council delegated the authority to the City Manager to accept all future donations from Shoe Palace and directed the City Manager to report any donations from Shoe Palace over $5,000 in the quarterly financial reporting. On January 7, 2025, the Morgan Hill Fire and Police Departments each received a $4,000 donation, for a total of $8,000, for supplies from Shoe Palace.

**COMMUNITY ENGAGEMENT:**
Inform

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

**ALTERNATIVE ACTIONS:**
Not Applicable

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
The City Council receives and files the financial and investment report for each month. At the September 16, 2015 meeting, City Council recommended monthly financial and investment reports be agendized under the Consent Agenda, and quarterly financial and investment reports be presented to City Council as an "Other Business" item.

**FISCAL AND RESOURCE IMPACT:**
The preparation of the report is a part of the Finance workplan.

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

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

# CITY OF MORGAN HILL

## Monthly Financial and Investment Reports

### March 31, 2025 - 75% of Year Complete

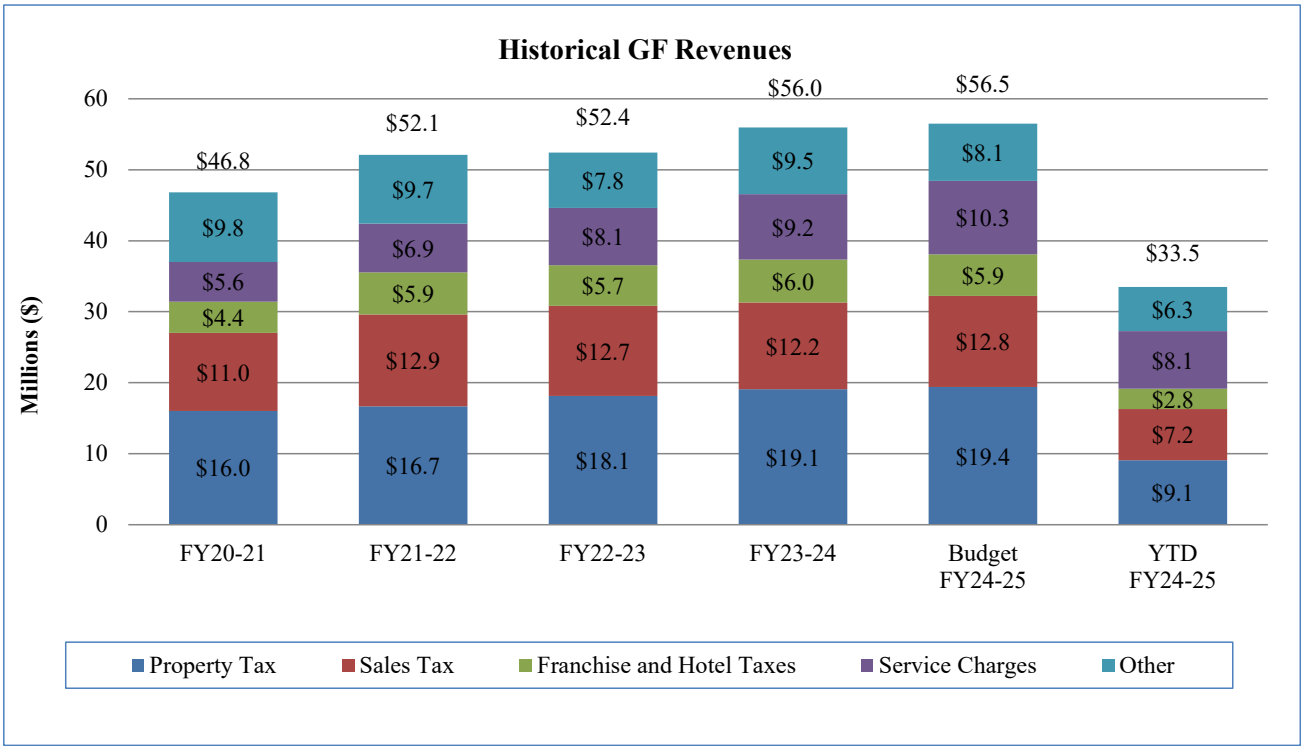
CITY OF MORGAN HILL

**Prepared by:**

**FINANCE DEPARTMENT**

- **General Fund** – Revenues through March totaled $33.5 million, or about 59% of the budget. Regarding the property tax revenue forecast, the County estimates the City will receive approximately $20.0 million in property tax revenue for the current fiscal year, slightly exceeding the budget of $19.4 million. However, after adjusting for the excess ERAF set-aside of 20%, or $0.5 million, the revised property tax revenue shows only a modest increase over the budget. As for sales tax, HdL, the City's sales tax consultant, estimates the City's current fiscal year sales tax revenue (before tax rebates) at $12.0 million, slightly higher than previous estimate by about $0.1 million. Nevertheless, this still represents a reduction of approximately $0.9 million from the current year's budget, partially attributable to lower tax receipts from vehicle sales and one-time adjustments in the prior year's receipts. Furthermore, the estimate for the next fiscal year has been further reduced to $12.2 million, down from the previous estimate of $12.4 million.

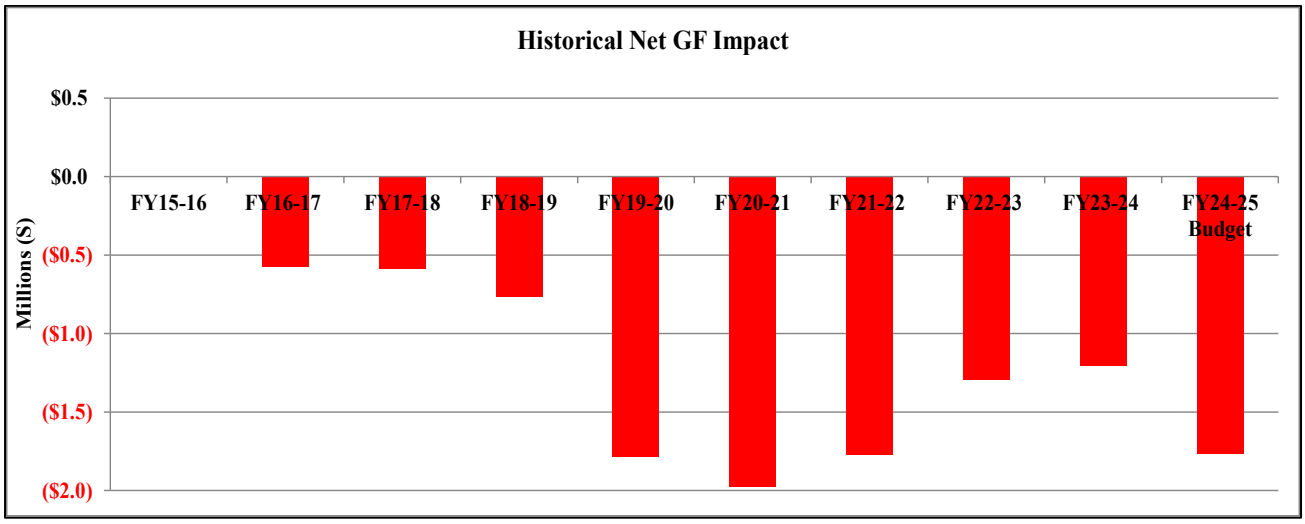
  The chart below shows historical General Fund revenues by major revenue category from FY20-21 through FY23-24 Actual, FY24-25 Budget, and YTD as of March 31, 2025.




  General Fund expenditures and encumbrances through March totaled $45.8 million, of which approximately $2.5 million is attributable to outstanding encumbrances, compared to prior year expenditures, including encumbrances, of $43.8 million. This represents an increase of $2.0 million, including encumbrances, compared to the prior year. Excluding the encumbrances, expenditures increased by about $2.6 million, primarily due to additional staffing, negotiated salary adjustments, and 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 $1.0 million as of March 31, 2025. Recreation Services revenues continue to recover from the pandemic and are on target with budget.

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




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

- **Development Services Fund –** Revenues through March totaled $4.7 million compared to the prior year to date amount of approximately $4.1 million. Expenditures, including encumbrances, totaled $4.7 million.

- **Debt Service Funds –** Expenditures through March totaled $0.6 million. The debt service for the first half of the year includes both interest and principal, while the second half will include interest only. Debt service payments were scheduled when the bonds were issued and are budgeted for the months specified 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.

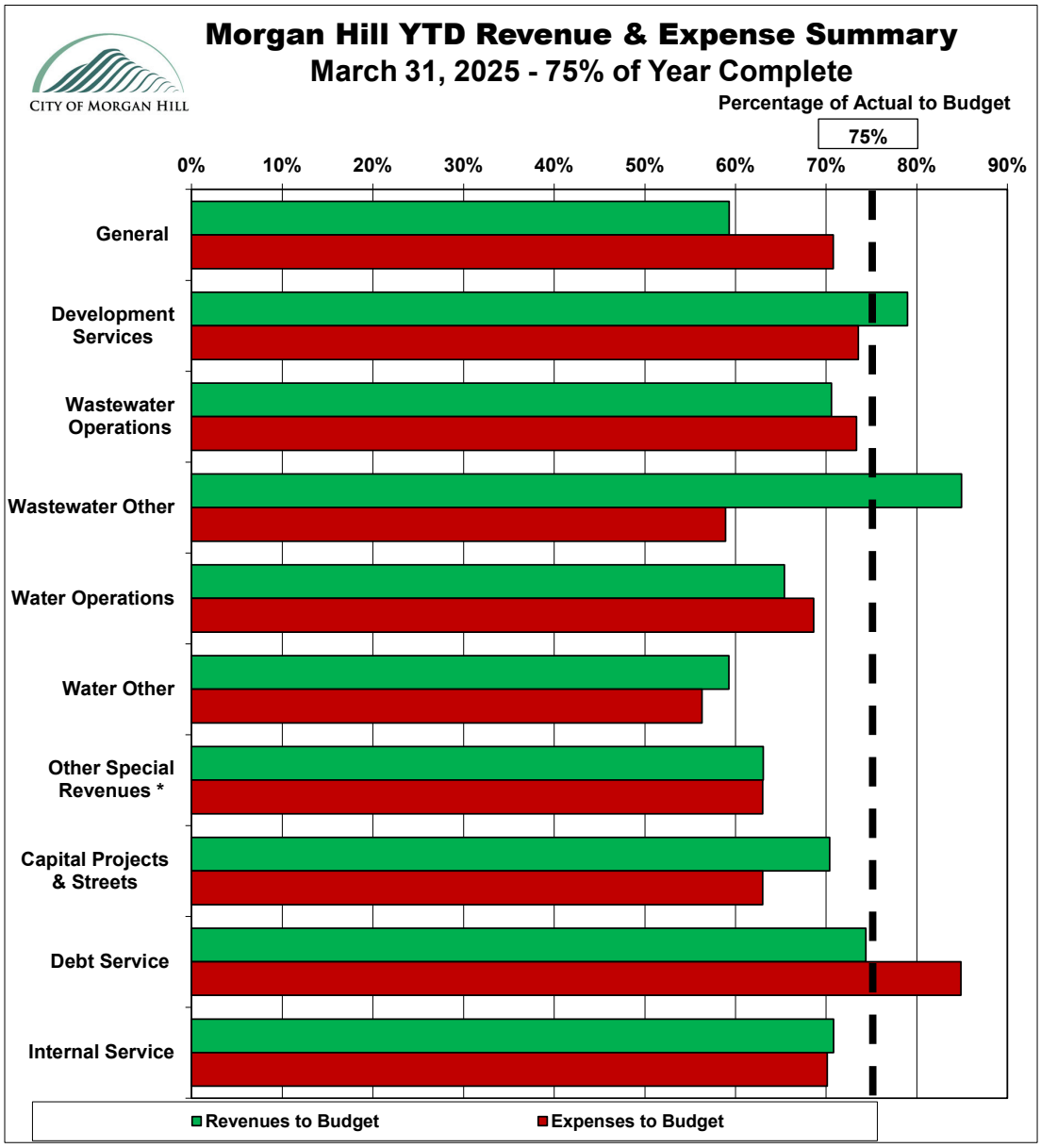
- **Wastewater Operations –** Revenues through March 31, 2025 totaled $11.7 million. Expenditures and outstanding encumbrances totaled $12.3 million or 73% of the budget. The table below shows historical Wastewater Operations revenues and expenditures from FY20-21 through FY23-24 Actual, FY24-25 Budget, and YTD as of March 31, 2025.

| (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 | 11.7 |
| Expenditures | 13.3 | 14.8 | 16.0 | 14.9 | 16.8 | 12.3 |
| Operating Margin | - | 0.1 | (0.7) | 0.3 | (0.2) | (0.6) |
| Operating Margin without Encumbrances | - | 0.1 | (0.7) | 0.3 | (0.2) | (0.6) |

- **Water Operations** – Water Operations includes Utility Billing, Water Conservation, and Water Operations. Revenues through March 31, 2025 totaled $14.1 million. Water Operations expenditures, including outstanding encumbrances, totaled $14.8 million. Morgan Hill residents consumed about 8% more water through March compared to the prior three-year average. As such, no revenue stabilization water rate was implemented. The table below shows Water Operations revenues and expenditures from FY20-21 through FY23-24 Actual, FY24-25 Budget, and YTD as of March 31, 2025.

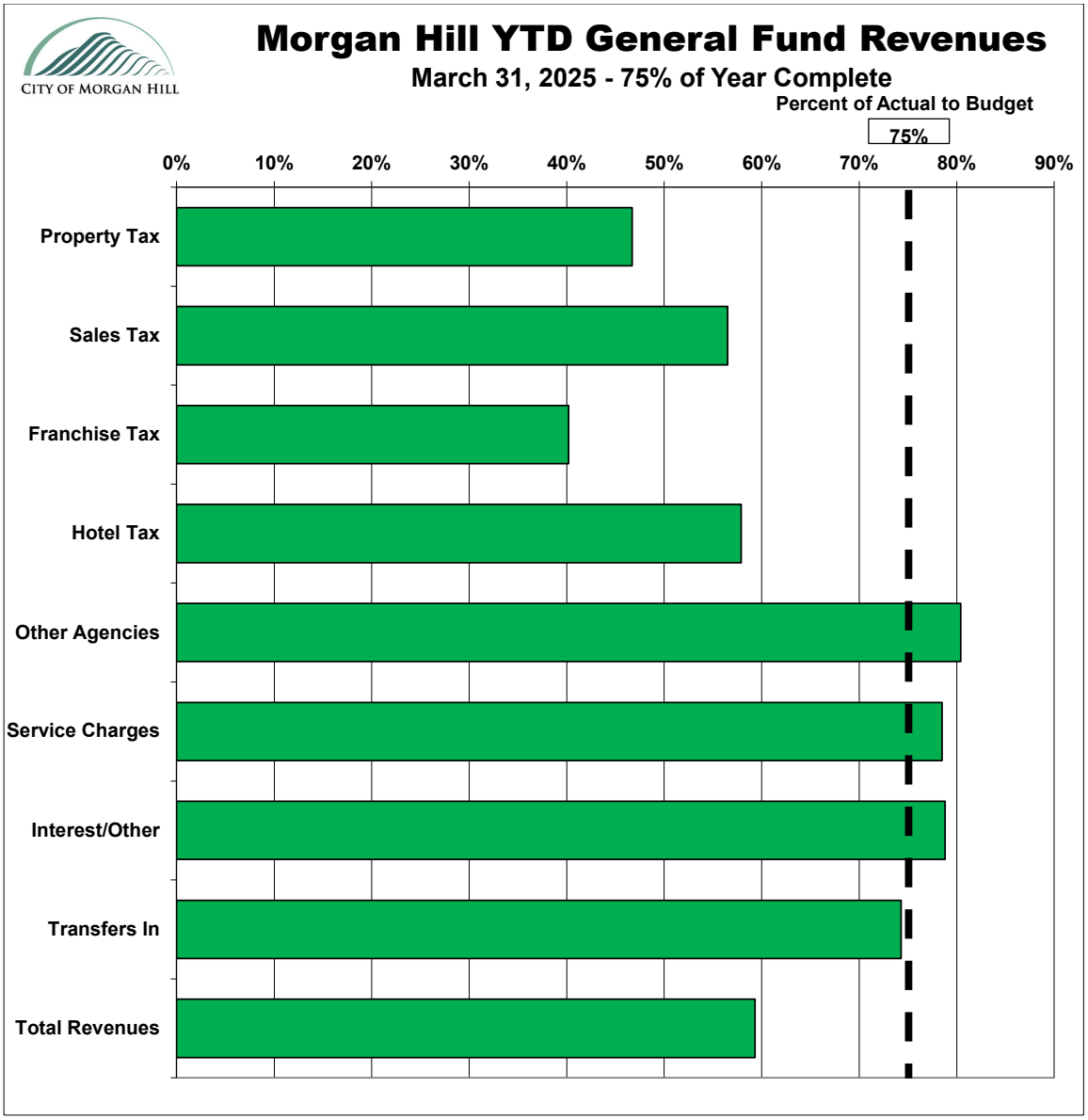
| (amount in millions) | FY20-21 | FY21-22 | FY22-23 | FY23-24 | Budget FY24-25 | YTD FY24-25 |
|---|---|---|---|---|---|---|
| Revenues | 16.5 | 16.0 | 18.1 | 18.7 | 21.5 | 14.1 |
| Expenditures | 16.5 | 15.2 | 18.0 | 19.1 | 21.6 | 14.8 |
| Operating Margin | - | 0.8 | 0.1 | (0.4) | (0.1) | (0.7) |
| Operating Margin without Encumbrances | - | 0.8 | 0.1 | (0.4) | (0.1) | (0.2) |

- **Investments –** Three new securities were purchased. Total interest earnings received on investments were $699,000 during the month.

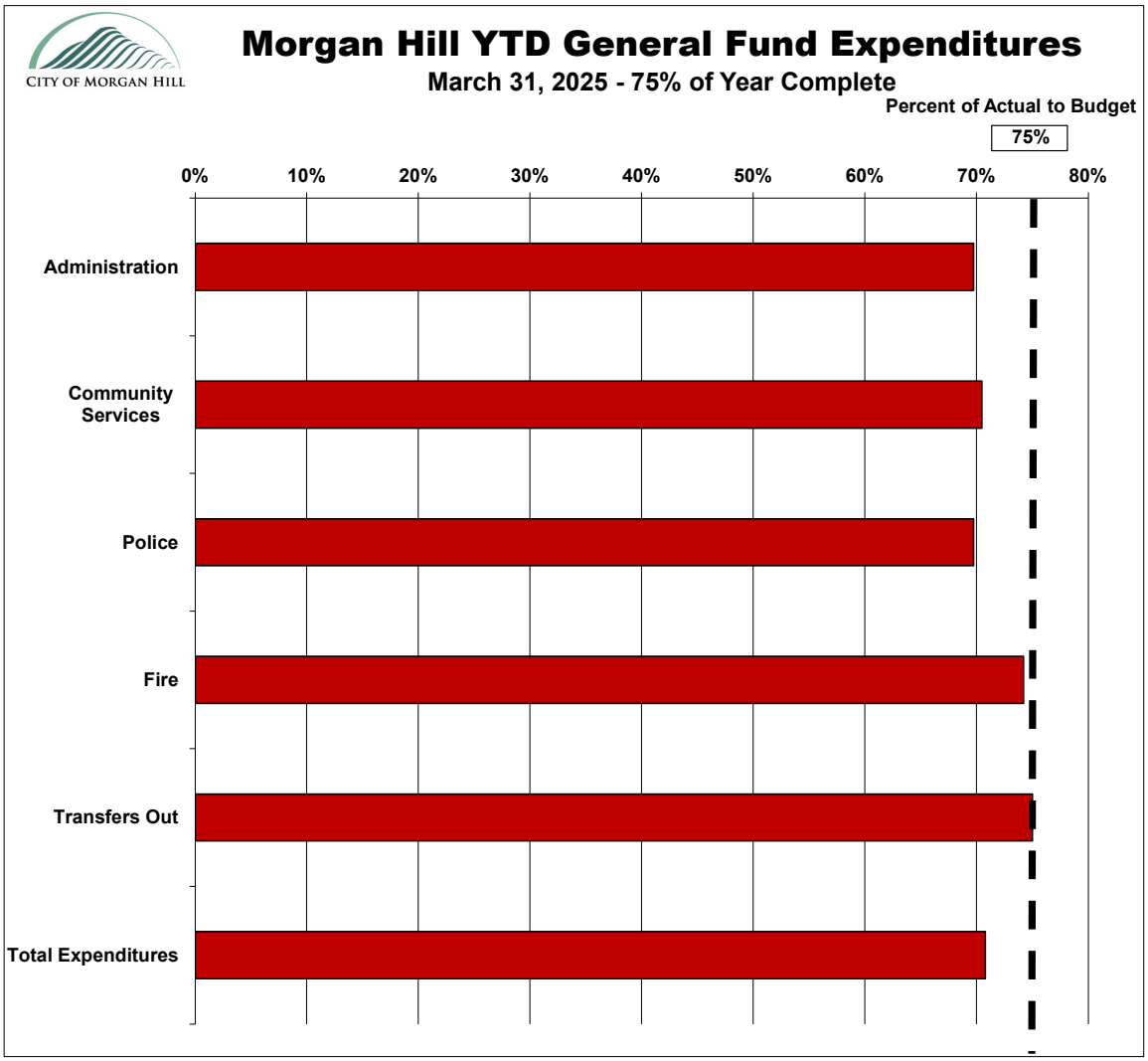



| FUND NAME | REVENUES ACTUAL | REVENUES % OF BUDGET | EXPENSES ACTUAL PLUS ENCUMBRANCES | EXPENSES % OF BUDGET |
|---|---|---|---|---|
| General | $ 33,480,137 | 59% | $ 45,815,475 | 71% |
| Development Services | 4,705,758 | 79% | 4,706,373 | 74% |
| Wastewater Operations | 11,742,129 | 71% | 12,319,724 | 73% |
| Wastewater Other | 15,354,749 | 85% | 11,262,948 | 59% |
| Water Operations | 14,088,626 | 65% | 14,847,430 | 69% |
| Water Other | 8,543,608 | 59% | 13,710,737 | 56% |
| Other Special Revenues * | 5,163,594 | 63% | 7,039,458 | 63% |
| Capital Projects & Streets | 22,966,774 | 70% | 31,849,482 | 63% |
| Debt Service | 514,258 | 74% | 574,425 | 85% |
| Internal Service | 10,271,373 | 71% | 11,137,182 | 70% |
| TOTAL FOR ALL FUNDS | $ 126,831,006 | 67% | $ 153,263,232 | 67% |

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




| REVENUE CATEGORY | BUDGET | ACTUAL | % OF BUDGET | PRIOR YEAR TO DATE | % CHANGE FROM PRIOR YEAR |
|---|---|---|---|---|---|
| Property Tax | $ 19,411,020 | $ 9,071,527 | 47% | $ 9,120,367 | -1% |
| Sales Tax | 12,816,469 | 7,236,440 | 57% | 7,587,252 | -5% |
| Franchise Tax | 3,185,872 | 1,282,171 | 40% | 1,181,910 | 8% |
| Hotel Tax | 2,678,000 | 1,551,428 | 58% | 1,578,021 | -2% |
| Other Agencies | 1,601,204 | 1,286,861 | 80% | 696,176 | 85% |
| Service Charges | 10,323,751 | 8,102,444 | 79% | 7,537,846 | 7% |
| Interest/Other | 3,107,665 | 2,449,699 | 79% | 1,912,638 | 28% |
| Transfers In | 3,365,760 | 2,499,565 | 74% | 2,694,585 | -7% |
| TOTAL REVENUES | $ 56,489,742 | $ 33,480,137 | 59% | $ 32,308,794 | 4% |



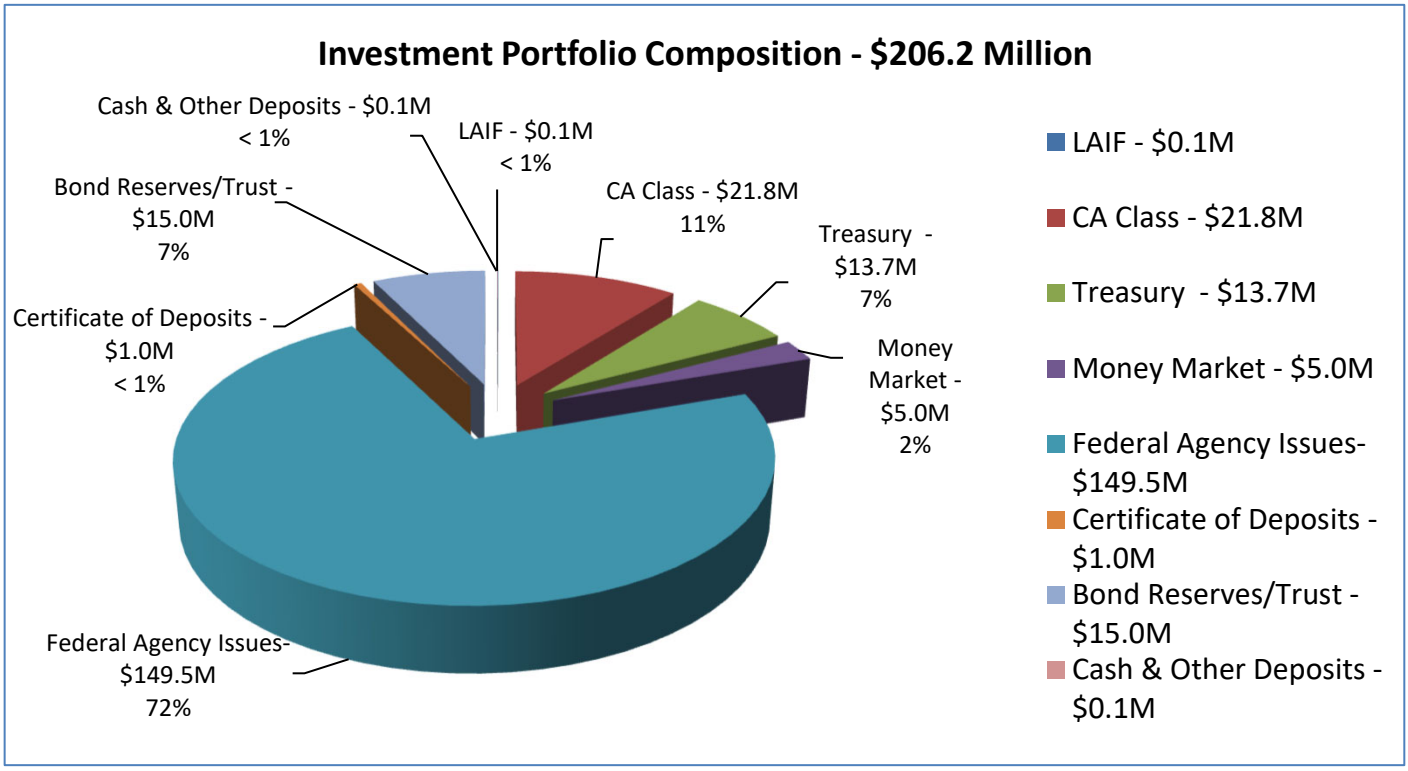

| EXPENDITURE CATEGORY | BUDGET | ACTUAL PLUS ENCUMBRANCES | % OF BUDGET | PRIOR YTD PLUS ENCUMBRANCES | % CHANGE FROM PRIOR YEAR |
|---|---|---|---|---|---|
| Administration | $ 7,351,159 | $ 5,126,008 | 70% | $ 4,640,884 | 10% |
| Community Services | 19,922,029 | 14,040,345 | 70% | 13,297,520 | 6% |
| Police | 25,598,203 | 17,851,432 | 70% | 16,483,577 | 8% |
| Fire | 10,381,160 | 7,704,018 | 74% | 6,961,914 | 11% |
| Transfers Out | 1,458,230 | 1,093,673 | 75% | 2,377,825 | -54% |
| TOTAL EXPENDITURES | $ 64,710,781 | $ 45,815,475 | 71% | $ 43,761,721 | 5% |

**City of Morgan Hill**
**Recreation Report - Fiscal Year 2024-25**
**For the Month Ended March 31, 2025**
**75% of Year Complete**

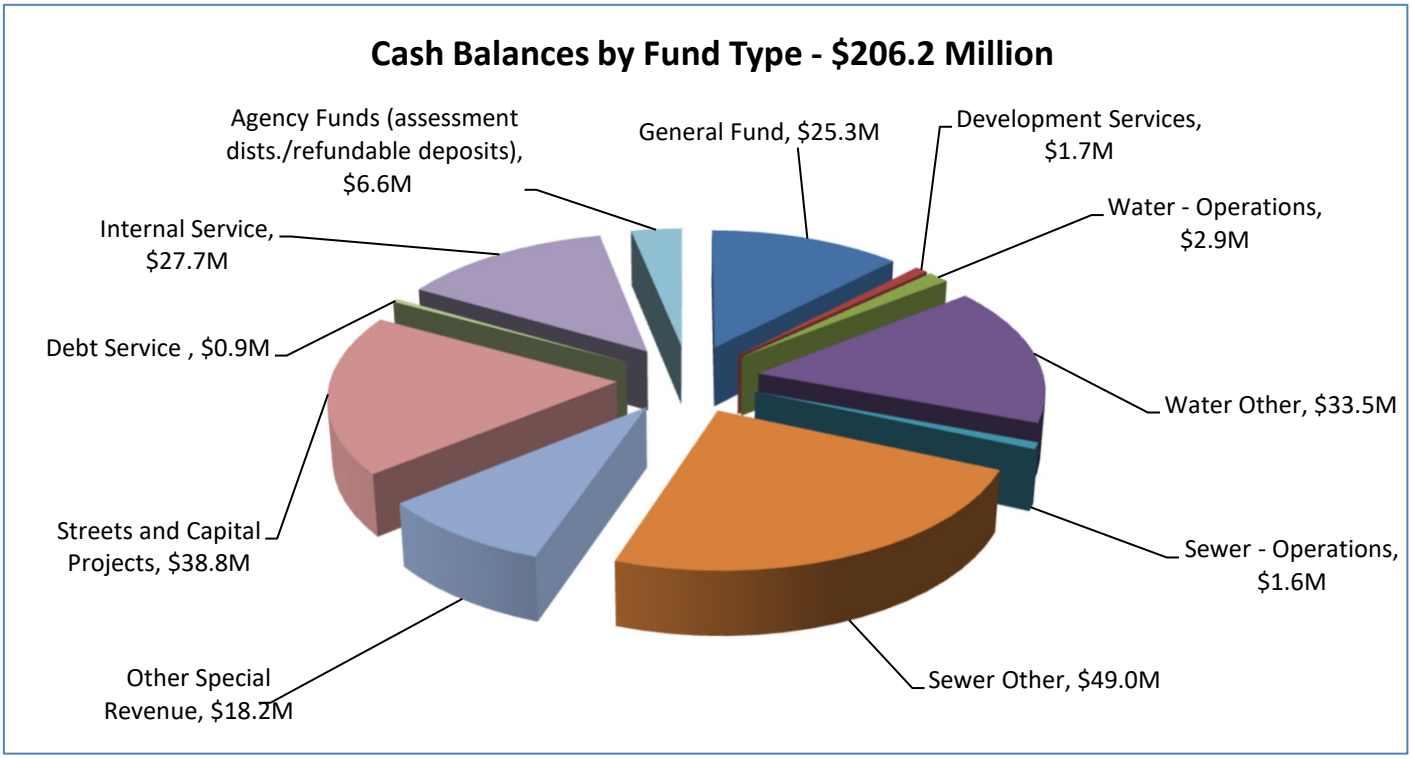
| | Budget | March 2025 | YTD | % of Budget |
|---|---|---|---|---|
| Revenues | | | | |
| Membership Services & Rec Programs | $ 6,222,399 | $ 703,362 | $ 4,745,597 | |
| Facility Rentals | 1,197,395 | 121,397 | 1,139,651 | |
| Community Services | 147,498 | 7,188 | 123,540 | |
| Transfers in | 100,000 | 6,250 | 75,000 | |
| Total Revenues | $ 7,667,292 | $ 838,197 | $ 6,083,788 | 79% |
| Less: Expenditures | | | | |
| Membership & Program Services | $ 8,040,818 | $ 794,546 | $ 5,495,245 | |
| Facility Rentals | 633,051 | 48,208 | 409,330 | |
| Community Services | 761,973 | 54,780 | 428,386 | |
| Total Expenditures | $ 9,435,843 | $ 897,534 | $ 6,332,961 | 67% |
| **Net Impact without encumbrances** | **$ (1,768,551)** | **$ (59,336)** | **$ (249,172)** | |
| Encumbrances | - | - | 738,233 | |
| **Net Impact with encumbrances** | **$ (1,768,551)** | **$ (59,336)** | **$ (987,405)** | |

# City of Morgan Hill
# Monthly Investment Report - March 31, 2025

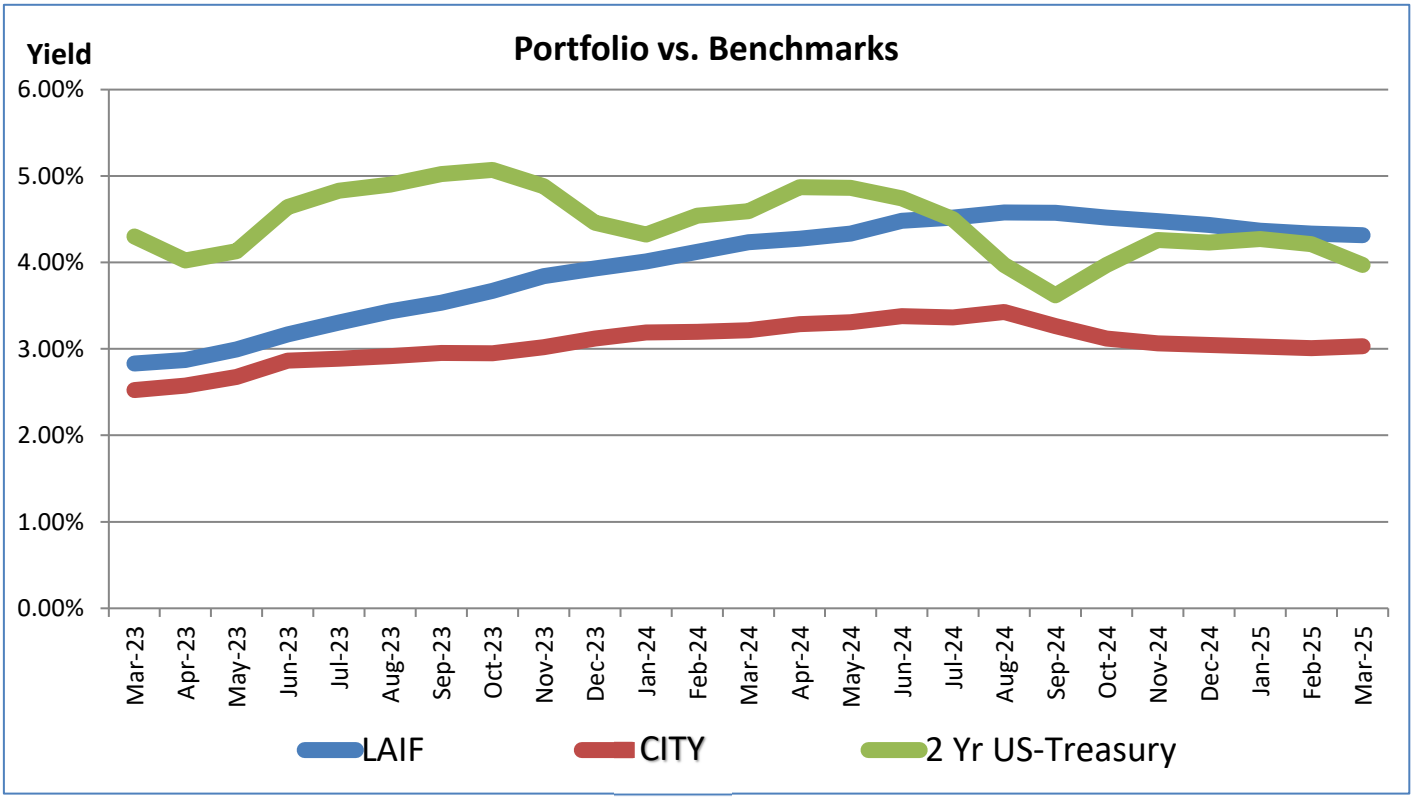
The following are the snapshots of City's investment portfolio as of March 31, 2025. The first chart shows the portfolio composition by investment type:



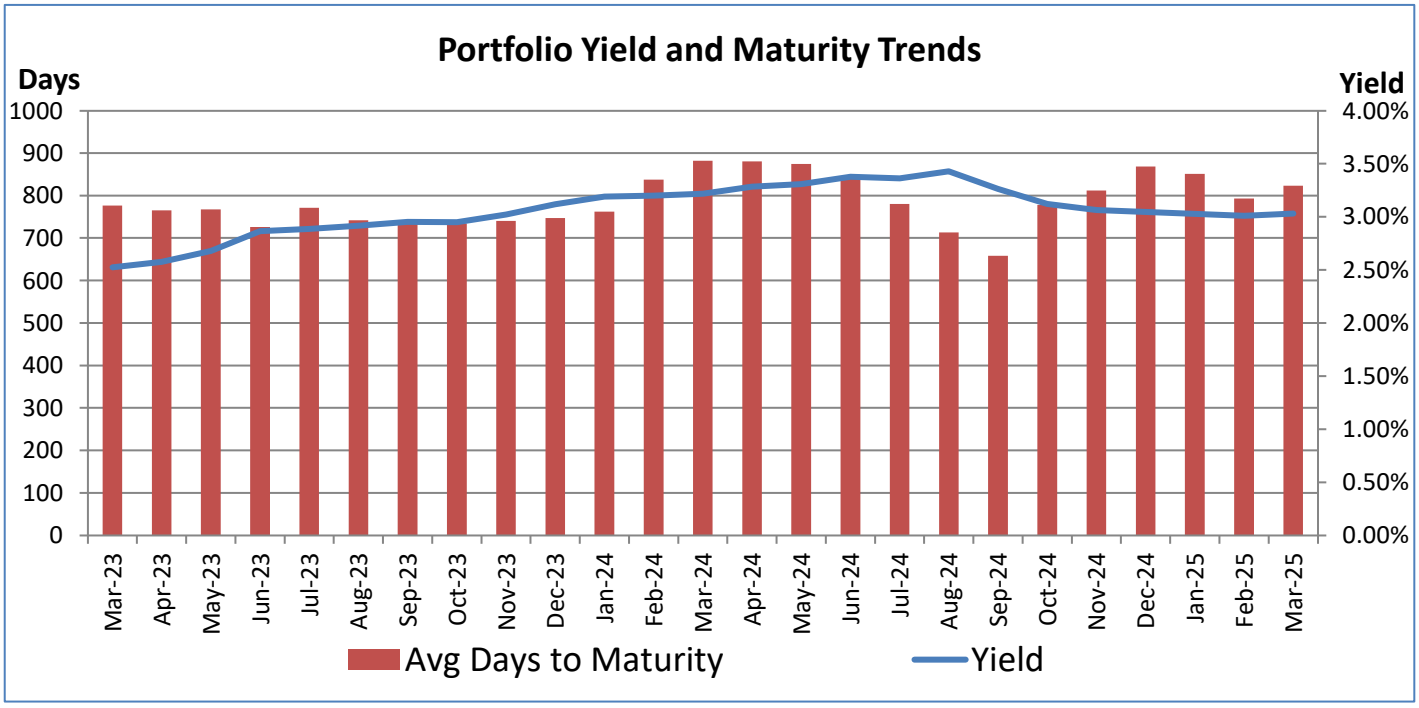

The chart below shows cash balances by fund type reconciled to City's financial system:



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

**City of Morgan Hill**
**Investment Portfolio Detail**
**As of March 31, 2025**

| 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** | | | **$ 62,536** | **$ 62,536** | **0.0%** | **$ 62,512** | **4.31%** | | |
| **California C L A S S** | | | **21,824,883** | **21,824,883** | **10.6%** | **21,824,883** | **4.40%** | | |
| **WFB Money Market** | | | **4,646,717** | **4,646,717** | **2.3%** | **4,646,717** | **4.25%** | | |
| **US Bank - Portfolio of Securities** | | | | | | | | | |
| Dreyfus Treasury Agency MM | 261908107 | | 372,730 | 372,730 | 0.2% | 372,730 | 4.21% | | |
| Treasury Note | 91282CCZ2 | 10/8/2021 | 1,987,656 | 1,996,279 | 1.0% | 1,911,180 | 1.00% | 9/30/2026 | 9/30/2026 |
| Treasury Note | 912828U24 | 6/13/2022 | 1,904,688 | 1,964,966 | 1.0% | 1,939,380 | 3.16% | 11/15/2026 | 11/15/2026 |
| Treasury Note | 91282CFL0 | 9/30/2024 | 2,031,719 | 2,028,557 | 1.0% | 1,994,380 | 3.53% | 9/30/2029 | 9/30/2029 |
| Treasury Note | 91282CLL3 | 10/1/2024 | 1,994,323 | 1,992,793 | 1.0% | 1,976,260 | 3.53% | 9/15/2027 | 9/15/2027 |
| Treasury Note | 91282CCV1 | 10/4/2024 | 1,822,536 | 1,842,823 | 0.9% | 1,823,900 | 3.61% | 8/31/2028 | 8/31/2028 |
| Treasury Note | 31282CFJ5 | 10/7/2024 | 1,949,794 | 1,948,942 | 0.9% | 1,934,760 | 3.76% | 8/31/2029 | 8/31/2029 |
| Treasury Note | 91282CFY2 | 12/19/2024 | 1,959,077 | 1,957,570 | 0.9% | 1,993,900 | 4.39% | 11/30/2029 | 11/30/2029 |
| FFCB Bond | 3133ELC28 | 5/27/2020 | 2,000,000 | 2,000,000 | 1.0% | 1,988,640 | 0.73% | 4/5/2025 | 5/27/2025 |
| FHLMC Bond | 3134GWZG4 | 10/20/2020 | 2,000,000 | 2,000,000 | 1.0% | 1,960,760 | 0.60% | 7/20/2025 | 10/20/2025 |
| FHLMC Bond | 3134GW3X2 | 10/27/2020 | 2,000,000 | 2,000,000 | 1.0% | 1,958,860 | 0.63% | 7/27/2025 | 10/27/2025 |
| FFCB Bond | 3133EMFR8 | 11/3/2020 | 2,000,000 | 2,000,000 | 1.0% | 1,957,260 | 0.54% | 4/5/2025 | 11/3/2025 |
| FNMA Bond | 3135GA4P3 | 11/18/2020 | 2,000,000 | 2,000,000 | 1.0% | 1,955,360 | 0.65% | 11/18/2025 | 11/18/2025 |
| FHLMC Bond | 3134GXEJ9 | 11/24/2020 | 2,000,000 | 2,000,000 | 1.0% | 1,954,360 | 0.64% | 5/24/2025 | 11/24/2025 |
| FFCB Bond | 3133EMHF2 | 11/24/2020 | 1,000,000 | 1,000,000 | 0.5% | 977,310 | 0.60% | 4/5/2025 | 11/24/2025 |
| FHLMC Bond | 3134GXCS1 | 11/25/2020 | 3,000,000 | 3,000,000 | 1.5% | 2,930,820 | 0.63% | 11/25/2025 | 11/25/2025 |
| FHLMC Bond | 3134GXFA7 | 11/30/2020 | 2,000,000 | 2,000,000 | 1.0% | 1,954,080 | 0.65% | 5/26/2025 | 11/26/2025 |
| FFCB Bond | 3133EMLC4 | 12/22/2020 | 2,000,000 | 2,000,000 | 1.0% | 1,947,980 | 0.47% | 4/5/2025 | 12/22/2025 |
| FHLB Bond | 3130AKQ74 | 1/22/2021 | 2,000,000 | 2,000,000 | 1.0% | 1,943,300 | 0.63% | 5/22/2025 | 1/22/2026 |
| FNMA Bond | 3135G06R9 | 1/28/2021 | 2,000,000 | 2,000,000 | 1.0% | 1,941,580 | 0.55% | 5/28/2025 | 1/28/2026 |
| FHLB Bond | 3130AKRN8 | 1/28/2021 | 2,000,000 | 2,000,000 | 1.0% | 1,942,680 | 0.65% | 5/28/2025 | 1/28/2026 |
| FHLB Bond | 3130ALCV4 | 2/24/2021 | 2,000,000 | 2,000,000 | 1.0% | 1,940,780 | 0.75% | 5/24/2025 | 2/24/2026 |
| FHLB Bond | 3130ALDB7 | 2/25/2021 | 2,000,000 | 2,000,000 | 1.0% | 1,938,880 | 0.66% | 5/25/2025 | 2/25/2026 |
| FHLB Bond | 3130AKZ25 | 2/26/2021 | 2,000,000 | 2,000,000 | 1.0% | 1,938,600 | 0.65% | 5/26/2025 | 2/26/2026 |
| FHLB Bond | 3130ALGS7 | 3/10/2021 | 2,000,000 | 2,000,000 | 1.0% | 1,939,280 | 0.85% | 6/10/2025 | 3/10/2026 |
| FHLB Bond | 3130ALEP5 | 3/16/2021 | 2,000,000 | 2,000,000 | 1.0% | 1,934,120 | 0.70% | 6/16/2025 | 3/16/2026 |
| FHLB Bond | 3130ALDN1 | 3/16/2021 | 2,000,000 | 2,000,000 | 1.0% | 1,936,620 | 0.80% | 6/16/2025 | 3/16/2026 |
| FHLB Bond | 3130AMNH1 | 6/9/2021 | 2,000,000 | 2,000,000 | 1.0% | 1,929,440 | 1.08% | 4/5/2025 | 6/9/2026 |
| FHLB Bond | 3130AMYJ5 | 6/30/2021 | 2,000,000 | 2,000,000 | 1.0% | 1,924,460 | 1.00% | 6/30/2025 | 6/30/2026 |
| FHLB Bond | 3130AMYP1 | 7/15/2021 | 3,000,000 | 3,000,000 | 1.5% | 2,892,420 | 1.13% | 7/15/2025 | 7/15/2026 |
| FHLB Bond | 3130AMYS5 | 7/15/2021 | 2,000,000 | 2,000,000 | 1.0% | 1,979,720 | 0.85% | 7/15/2025 | 7/15/2025 |
| FHLB Bond | 3130ANJC5 | 8/26/2021 | 2,000,000 | 2,000,000 | 1.0% | 1,911,580 | 0.80% | 8/26/2025 | 8/26/2026 |
| FHLB Bond | 3130ANLW8 | 8/26/2021 | 3,000,000 | 3,000,000 | 1.5% | 2,874,270 | 1.00% | 5/26/2025 | 8/26/2026 |
| FHLB Bond | 3130ANLZ1 | 8/26/2021 | 2,000,000 | 2,000,000 | 1.0% | 1,914,260 | 0.90% | 8/26/2025 | 8/26/2026 |
| FHLB Bond | 3130A8XY4 | 9/13/2021 | 2,103,340 | 2,029,887 | 1.0% | 1,939,860 | 0.82% | 9/11/2026 | 9/11/2026 |
| FFCB Bond | 3133EM4X7 | 9/28/2021 | 1,982,960 | 1,995,037 | 1.0% | 1,910,460 | 0.98% | 9/10/2026 | 9/10/2026 |
| FHLB Bond | 3130APCH6 | 9/29/2021 | 3,000,000 | 3,000,000 | 1.5% | 2,872,920 | 1.13% | 4/5/2025 | 9/29/2026 |
| FHLB Bond | 3130ANZE3 | 9/30/2021 | 2,000,000 | 2,000,000 | 1.0% | 1,904,700 | 0.88% | 9/30/2026 | 9/30/2026 |
| FHLB Bond | 3130AP6N0 | 9/30/2021 | 3,000,000 | 3,000,000 | 1.5% | 2,869,110 | 1.05% | 6/30/2025 | 9/30/2026 |
| FHLB Bond | 3130AP6M2 | 9/30/2021 | 3,000,000 | 3,000,000 | 1.5% | 2,869,590 | 1.02% | 6/30/2025 | 9/30/2026 |
| FHLB Bond | 3130APCG8 | 10/19/2021 | 2,000,000 | 2,000,000 | 1.0% | 1,909,500 | 1.00% | 7/19/2025 | 10/19/2026 |
| FHLB Bond | 3130APNX9 | 11/18/2021 | 2,000,000 | 2,000,000 | 1.0% | 1,913,480 | 1.30% | 11/18/2025 | 11/18/2026 |
| FHLB Bond | 3130AQHU0 | 1/19/2022 | 2,000,000 | 2,000,000 | 1.0% | 1,940,300 | 1.74% | 1/19/2027 | 1/19/2027 |
| FHLB Bond | 3130AQKT9 | 1/25/2022 | 2,000,000 | 2,000,000 | 1.0% | 1,984,020 | 1.51% | 7/25/2025 | 7/25/2025 |
| FHLB Bond | 3130AR4F5 | 3/10/2022 | 2,000,000 | 2,000,000 | 1.0% | 1,997,120 | 3.48% | 6/10/2025 | 3/10/2027 |
| FHLMC Bond | 3134GXUZ5 | 6/15/2022 | 2,000,000 | 2,000,000 | 1.0% | 1,990,140 | 3.28% | 12/15/2025 | 12/15/2025 |
| FHLB Bond | 3130ASPE3 | 7/28/2022 | 2,000,000 | 2,000,000 | 1.0% | 1,996,660 | 4.30% | 7/28/2025 | 7/28/2027 |
| FHLMCTN Bond | 3134H1QG1 | 1/26/2024 | 3,000,000 | 3,000,000 | 1.5% | 3,006,060 | 4.66% | 7/26/2025 | 1/26/2029 |
| FHLB Bond | 3130B2M85 | 9/6/2024 | 2,000,000 | 2,000,000 | 1.0% | 2,000,320 | 5.20% | 4/6/2025 | 9/6/2029 |
| FHLB Bond | 3130B2KZ7 | 9/11/2024 | 2,000,000 | 2,000,000 | 1.0% | 1,998,980 | 5.00% | 4/5/2025 | 9/11/2029 |
| FHLMCMTN Bond | 3134HAKY8 | 9/13/2024 | 2,985,210 | 2,986,837 | 1.4% | 2,953,140 | 4.11% | 12/13/2025 | 9/13/2029 |
| FHLB Bond | 3130B2MK8 | 9/19/2024 | 2,000,000 | 2,000,000 | 1.0% | 1,999,260 | 5.00% | 4/5/2025 | 9/19/2028 |
| FHLMCMTN Bond | 3134HALK7 | 9/19/2024 | 3,000,000 | 3,000,000 | 1.5% | 2,999,130 | 5.00% | 6/19/2025 | 9/19/2029 |

| Investment Type | CUSIP | Settlement Date | Cost Value | Book Value | % of Portfolio | Market Value | YTM at Cost | Next Call Date | Date of Maturity |
|---|---|---|---|---|---|---|---|---|---|
| FHLB Bond | 3130B2P58 | 9/26/2024 | 2,003,014 | 2,000,000 | 1.0% | 1,972,840 | 3.87% | 9/10/2026 | 9/10/2029 |
| FHLB Bond | 3130B2X59 | 9/27/2024 | 2,000,000 | 2,000,000 | 1.0% | 1,981,360 | 4.00% | 9/18/2025 | 9/18/2028 |
| FHLMCMTN Bond | 3134HANZ2 | 10/1/2024 | 3,000,000 | 3,000,000 | 1.5% | 3,000,600 | 5.00% | 4/1/2025 | 10/1/2029 |
| FHLB Bond | 3130B33T8 | 10/8/2024 | 2,500,000 | 2,500,000 | 1.2% | 2,497,075 | 5.00% | 7/2/2025 | 10/2/2029 |
| FHLB Bond | 3130B35N9 | 10/8/2024 | 2,000,000 | 2,000,000 | 1.0% | 1,990,580 | 4.50% | 10/1/2025 | 10/1/2029 |
| FHLMCMTN Bond | 3134HARE5 | 10/11/2024 | 2,000,000 | 2,000,000 | 1.0% | 1,998,860 | 4.75% | 4/11/2025 | 10/11/2029 |
| FNMA Bond | 3135GAW98 | 10/15/2024 | 2,000,000 | 2,000,000 | 1.0% | 1,996,400 | 5.00% | 4/1/2025 | 10/1/2029 |
| FHLB Bond | 3130B36N8 | 10/15/2024 | 1,944,000 | 1,994,553 | 1.0% | 1,989,500 | 4.32% | 4/15/2026 | 10/15/2029 |
| FHLMCMTN Bond | 3134HAVE0 | 10/30/2024 | 2,000,000 | 2,000,000 | 1.0% | 1,999,340 | 5.25% | 7/30/2025 | 10/30/2029 |
| FHLMCMTN Bond | 3134HAXT5 | 11/12/2024 | 2,000,000 | 2,000,000 | 1.0% | 1,999,300 | 5.00% | 5/7/2025 | 11/7/2029 |
| FHLMCMTN Bond | 3134HAZW6 | 11/15/2024 | 2,000,281 | 2,000,000 | 1.0% | 1,995,900 | 5.43% | 5/14/2025 | 11/14/2029 |
| FHLMCMTN Bond | 3134HAC92 | 11/19/2024 | 3,000,000 | 3,000,000 | 1.5% | 3,008,280 | 5.00% | 5/19/2025 | 11/19/2029 |
| FNMA Bond | 3135GAYV7 | 11/26/2024 | 3,000,000 | 3,000,000 | 1.5% | 2,998,740 | 5.25% | 4/26/2025 | 11/26/2029 |
| FFCB Bond | 3133ERF48 | 12/4/2024 | 2,000,000 | 2,000,000 | 1.0% | 2,002,360 | 4.77% | 12/4/2025 | 12/4/2028 |
| FHLMCMTN Bond | 3134HAM91 | 12/13/2024 | 2,000,000 | 2,000,000 | 1.0% | 1,997,760 | 4.70% | 6/13/2025 | 12/13/2027 |
| FNMA Bond | 3136GA4B2 | 12/20/2024 | 2,000,000 | 2,000,000 | 1.0% | 2,000,160 | 5.01% | 6/20/2025 | 12/20/2029 |
| FNMA Bond | 3136GA6M6 | 1/24/2025 | 2,000,000 | 2,000,000 | 1.0% | 1,999,000 | 5.00% | 7/24/2025 | 7/24/2028 |
| FHLB Bond | 3130B4MZ1 | 1/30/2025 | 2,000,000 | 2,000,000 | 1.0% | 2,000,000 | 5.25% | 7/22/2025 | 1/22/2030 |
| FNMA Bond | 3136GAAN9 | 2/13/2025 | 2,000,000 | 2,000,000 | 1.0% | 1,999,320 | 5.05% | 8/13/2025 | 2/13/2030 |
| FNMA Bond | 3136GABM0 | 2/25/2025 | 2,000,000 | 2,000,000 | 1.0% | 1,998,540 | 5.06% | 8/25/2025 | 2/25/2030 |
| FHLB Bond | 3130B5A73 | 2/26/2025 | 2,000,000 | 2,000,000 | 1.0% | 2,001,880 | 4.75% | 8/26/2026 | 2/26/2030 |
| FHLMCMTN Bond | 3134HBBE0 | 3/11/2025 | 2,000,000 | 2,000,000 | 1.0% | 1,996,260 | 4.88% | 12/11/2025 | 3/11/2030 |
| FNMA Bond | 3136GABW8 | 3/12/2025 | 2,000,000 | 2,000,000 | 1.0% | 2,004,980 | 5.00% | 12/12/2025 | 3/12/2030 |
| FHLB Bond | 3130B5KK3 | 3/26/2025 | 2,000,000 | 2,000,000 | 1.0% | 1,999,080 | 5.21% | 9/26/2025 | 3/26/2030 |
| CD - Morgan Stanley Bank | 61690DGT9 | 11/8/2023 | 250,000 | 250,000 | 0.1% | 257,670 | 5.05% | 11/8/2028 | 11/8/2028 |
| CD - Morgan Stanley Private Bank | 61768EE82 | 11/8/2023 | 250,000 | 250,000 | 0.1% | 257,670 | 5.05% | 11/8/2028 | 11/8/2028 |
| CD - American Express | 02589AF98 | 11/8/2023 | 250,000 | 250,000 | 0.1% | 257,258 | 5.00% | 11/8/2028 | 11/8/2028 |
| CD - State Bank India | 8562834U7 | 11/24/2023 | 250,000 | 250,000 | 0.1% | 259,940 | 5.00% | 11/24/2028 | 11/24/2028 |
| **Sub Total/Average** | | | **$ 164,541,329** | **$ 164,610,975** | **79.8%** | **$ 161,929,313** | **2.81%** | | |
| **Total City Managed/Average** | | | **$ 191,075,464** | **$ 191,145,110** | **92.7%** | **$ 188,463,425** | **3.03%** | | |
| **Bond Reserve Accounts - Held By Trustees** | | | **$ 7,128,202** | **$ 7,128,202** | **3.5%** | **$ 7,128,202** | | | |
| **Cash/Deposits** | | | **$ 58,683** | **$ 58,683** | **0.0%** | **$ 58,683** | | | |
| **PARS and CALPERS CERBT Trust** | | | **$ 7,887,404** | **$ 7,887,404** | **3.8%** | **$ 9,609,120** | | | |
| **GRAND TOTAL/AVERAGE** | | | **$ 206,149,753** | **$ 206,219,399** | **100.0%** | **$ 205,259,430** | | | |

# CITY OF MORGAN HILL CASH AND INVESTMENT REPORT
## FOR THE MONTH OF MARCH 31, 2025
## 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 | 4.31% | $ 62,536 | 0.0% | $ 62,512 |
| California CLASS | All Funds Pooled | 4.40% | 21,824,883 | 10.6% | 21,824,883 |
| US Bank - Portfolio of Securities | All Funds Pooled | 2.81% | 164,610,975 | 79.8% | 161,929,313 |
| WFB MMA | All Funds Pooled | 4.25% | 4,646,717 | 2.3% | 4,646,717 |
| | **SUBTOTAL** | | **$ 191,145,110** | **92.7%** | **$ 188,463,425** |
| **Bond Reserve Accounts - held by trustees** | | | | | |
| Zions Bank - Civic Center/Library Facility | | | | | |
| Blackrock Liq Fund | Debt Service | 3.98% | 249,367 | 0.1% | 249,367 |
| Zions Bank - MH Police Facility Lease Revenue Bonds | | | | | |
| Blackrock Liq Fund | Debt Service | 3.98% | 317,377 | 0.2% | 317,377 |
| BNY - RDA Bonds | | | | | |
| Dreyfus Cash Mgmt 521 | Agency Fund | 3.90% | 6,153,250 | 3.0% | 6,153,250 |
| Zions Bank - Madrone Bus Park Taxable/ Tax Exempt 2015 | | | | | |
| Blackrock Liquidity Temp Fund-2015 | Agency Fund | 3.98% | 408,208 | 0.2% | 408,208 |
| | **SUBTOTAL** | | **7,128,202** | **3.5%** | **7,128,202** |
| **Other Cash/Deposits** | | | | | |
| General Checking | All Funds | | 12,833 | 0.0% | 12,833 |
| 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 | 2.5% | 6,407,418 |
| PARS - PENSION Trust | | | 2,650,000 | 1.3% | 3,201,702 |
| | **SUBTOTAL** | | **7,946,087** | **3.9%** | **9,667,803** |
| **Total Cash and Investments** | | | **$ 206,219,399** | **100.0%** | **$ 205,259,430** |

### CASH ACTIVITY SUMMARY
### FY 2024-25

| Fund Type | 07/01/2024 Balance | Change in Cash Balance | 3/31/2025 Balance |
|---|---|---|---|
| General Fund | $ 30,617,860 | $ (5,349,697) | $ 25,268,163 |
| Development Services | 1,939,319 | (217,481) | 1,721,838 |
| Water - Operations | 2,386,837 | 465,450 | 2,852,287 |
| Water Other | 27,894,107 | 5,654,755 | 33,548,862 |
| Sewer - Operations | 1,178,576 | 433,906 | 1,612,482 |
| Sewer Other | 41,964,736 | 7,018,759 | 48,983,495 |
| Other Special Revenue | 17,038,062 | 1,211,317 | 18,249,378 |
| Streets and Capital Projects | 39,467,115 | (666,764) | 38,800,351 |
| Debt Service | 346,933 | 505,367 | 852,301 |
| Internal Service | 27,935,786 | (247,010) | 27,688,776 |
| Agency Funds (assessment dists./refundable deposits) | 7,240,095 | (598,629) | 6,641,466 |
| **Total** | **$ 198,009,426** | **$ 8,209,973** | **$ 206,219,399** |

Note: See Investment Porfolio 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

Reviewed by: _____
Dat Nguyen, Finance Director

Approved by: _____
Cindy Murphy, Treasurer

CITY OF MORGAN HILL

**City of Morgan Hill**
**Year to Date Revenues - Fiscal Year 2024-25**
**For the Month Ended March 31, 2025**
**75% of Year Complete**

| | ADOPTED BUDGET | AMENDED BUDGET | CURRENT YTD ACTUAL | % OF BUDGET | PRIOR YTD | INCR (DECR) FROM PRIOR YTD | % CHANGE |
|---|---|---|---|---|---|---|---|
| **010 GENERAL FUND** | | | | | | | |
| **TAXES** | | | | | | | |
| Property Tax - Secured/Unsecured | $ 16,210,880 | 16,210,880 | $ 7,738,489 | 48% | $ 7,932,399 | $ (193,911) | -2% |
| Property Tax - RPTTF Residual Distribution | 2,895,920 | 2,895,920 | 1,160,036 | 40% | 1,020,900 | 139,136 | 14% |
| Property Tax - Supplemental Roll | 304,220 | 304,220 | 173,003 | 57% | 167,068 | 5,934 | 4% |
| Sales Tax | 12,352,215 | 12,352,215 | 6,972,598 | 56% | 7,321,023 | (348,425) | -5% |
| Public Safety Sales Tax | 464,254 | 464,254 | 263,842 | 57% | 266,229 | (2,387) | -1% |
| Transient Occupancy Taxes | 2,678,000 | 2,678,000 | 1,551,428 | 58% | 1,578,021 | (26,592) | -2% |
| Franchise (Refuse ,Cable ,PG&E) | 3,185,872 | 3,185,872 | 1,282,171 | 40% | 1,181,910 | 100,262 | 8% |
| Property Transfer Tax | 600,000 | 600,000 | 350,784 | 58% | 287,933 | 62,851 | 22% |
| **TOTAL TAXES** | **38,691,361** | **38,691,361** | **19,492,351** | **50%** | **19,755,482** | **(263,132)** | **-1%** |
| **LICENSES/PERMITS** | | | | | | | |
| Business License | 200,000 | 200,000 | 195,470 | 98% | 167,184 | 28,286 | 17% |
| Other Permits | 80,750 | 80,750 | 65,470 | 81% | 33,565 | 31,905 | 95% |
| **TOTAL LICENSES/PERMITS** | **280,750** | **280,750** | **260,940** | **93%** | **200,749** | **60,191** | **30%** |
| **FINES AND PENALTIES** | | | | | | | |
| Parking Enforcement | 9,800 | 9,800 | 6,540 | 67% | 6,914 | (374) | -5% |
| Bails & Fines | 55,000 | 55,000 | 24,937 | 45% | 37,976 | (13,039) | -34% |
| Administrative Citations | 20,000 | 20,000 | 13,732 | 69% | 22,511 | (8,780) | -39% |
| **TOTAL FINES AND PENALTIES** | **84,800** | **84,800** | **45,209** | **53%** | **67,401** | **(22,192)** | **-33%** |
| **OTHER AGENCIES** | | | | | | | |
| Motor Vehicle in-Lieu | 61,800 | 61,800 | 73,134 | 118% | 56,686 | 16,447 | 29% |
| Other Revenue - Other Agencies | 1,332,381 | 1,601,204 | 1,286,861 | 80% | 696,176 | 590,686 | 85% |
| **TOTAL OTHER AGENCIES** | **1,394,181** | **1,663,004** | **1,359,995** | **82%** | **752,862** | **607,133** | **81%** |
| **CHARGES CURRENT SERVICES** | | | | | | | |
| Police False Alarm Charge | 33,500 | 33,500 | 23,600 | 70% | 25,601 | (2,001) | -8% |
| Business License Application Review | 82,400 | 82,400 | 42,170 | 51% | 80,895 | (38,724) | -48% |
| Membership Services & Rec Programs | 6,222,399 | 6,222,399 | 4,745,597 | 76% | 4,248,983 | 496,614 | 12% |
| Facility Rentals | 1,197,395 | 1,197,395 | 1,139,651 | 95% | 1,206,658 | (67,007) | -6% |
| Community Services | 147,498 | 147,498 | 123,540 | 84% | 50,662 | 72,879 | 144% |
| General Administration Overhead | 1,756,111 | 1,756,111 | 1,262,183 | 72% | 1,316,902 | (54,719) | -4% |
| Other Charges Current Services | 884,448 | 884,448 | 765,703 | 87% | 608,145 | 157,558 | 26% |
| **TOTAL CURRENT SERVICES** | **10,323,751** | **10,323,751** | **8,102,444** | **78%** | **7,537,846** | **564,599** | **7%** |
| **OTHER REVENUE** | | | | | | | |
| Use of money/property | 1,375,045 | 1,375,045 | 1,192,946 | 87% | 953,064 | 239,882 | 25% |
| Other Revenues | 705,270 | 705,270 | 526,687 | 75% | 346,805 | 179,882 | 52% |
| **TOTAL OTHER REVENUE** | **2,080,315** | **2,080,315** | **1,719,633** | **83%** | **1,299,869** | **419,764** | **32%** |
| **TRANSFERS IN** | | | | | | | |
| One Time Transfer | 165,000 | 165,000 | 123,750 | 75% | 165,000 | (41,250) | -25% |
| Public Safety Facilities Fund | 50,000 | 50,000 | 37,500 | 75% | 45,833 | (8,333) | -18% |
| Supplemental Law Enforcement Fund | 100,000 | 100,000 | 100,000 | 100% | 100,000 | - | n/a |
| Countywide Solid Waste | 540,328 | 540,328 | 405,246 | 75% | 341,917 | 63,329 | 19% |
| Streets | 851,932 | 851,932 | 589,194 | 69% | 492,682 | 96,512 | 20% |
| Park Maintenance | 650,000 | 650,000 | 487,500 | 75% | 595,833 | (108,333) | -18% |
| Sewer Operations | 413,700 | 413,700 | 310,275 | 75% | 401,899 | (91,624) | -23% |
| Water Operations | 413,700 | 413,700 | 310,275 | 75% | 408,330 | (98,055) | -24% |
| Open Space | 81,100 | 81,100 | 60,825 | 75% | 74,342 | (13,517) | -18% |
| Park Development | 100,000 | 100,000 | 75,000 | 75% | 68,750 | 6,250 | 9% |
| **TOTAL TRANSFERS IN** | **3,365,760** | **3,365,760** | **2,499,565** | **74%** | **2,694,585** | **(195,020)** | **-7%** |
| **TOTAL GENERAL FUND** | **56,220,919** | **56,489,742** | **33,480,137** | **59%** | **32,308,794** | **1,171,342** | **4%** |
| **SPECIAL REVENUE FUNDS** | | | | | | | |
| **202 STREET MAINTENANCE** | | | | | | | |
| Gas Tax 2105 - 2107.5 | 851,932 | 851,932 | 584,208 | 69% | 551,127 | 33,081 | 6% |
| Interest / Other Revenue/Other Charges | 2,135 | 2,135 | 4,986 | 234% | 5,226 | (240) | -5% |
| **202 STREET MAINTENANCE** | **854,067** | **854,067** | **589,194** | **69%** | **556,353** | **32,842** | **6%** |

CITY OF MORGAN HILL

**City of Morgan Hill**
**Year to Date Revenues - Fiscal Year 2024-25**
**For the Month Ended March 31, 2025**
**75% of Year Complete**

| | ADOPTED BUDGET | AMENDED BUDGET | CURRENT YTD ACTUAL | % OF BUDGET | PRIOR YTD | INCR (DECR) FROM PRIOR YTD | % CHANGE |
|---|---|---|---|---|---|---|---|
| **SPECIAL REVENUE FUNDS** | | | | | | | |
| **205 SUPPLEMENTAL LAW ENFORCEMENT FUND** | | | | | | | |
| Interest Income | 12,957 | 12,957 | 11,410 | 88% | 7,957 | 3,452 | 43% |
| Police Grant/SLEF/JAG | 100,000 | 100,000 | 145,969 | 146% | 146,127 | (159) | 0% |
| **205 SUPPLEMENTAL LAW ENFORCEMENT FUND** | **112,957** | **112,957** | **157,378** | **139%** | **154,085** | **3,294** | **2%** |
| **206 DEVELOPMENT SERVICES** | | | | | | | |
| Building Fees | 3,510,850 | 3,510,850 | 2,930,795 | 83% | 2,246,049 | 684,747 | 30% |
| Planning Fees | 954,276 | 954,276 | 803,480 | 84% | 1,172,114 | (368,634) | -31% |
| Engineering Fees | 942,327 | 942,327 | 741,799 | 79% | 432,429 | 309,370 | 72% |
| Other Revenue/Current Charges | 550,599 | 550,599 | 229,684 | 42% | 206,740 | 22,944 | 11% |
| **206 DEVELOPMENT SERVICES** | **5,958,052** | **5,958,052** | **4,705,758** | **79%** | **4,057,331** | **648,427** | **16%** |
| **207 LONG RANGE PLANNING** | **1,751,005** | **1,751,005** | **882,473** | **50%** | **643,212** | **239,261** | **37%** |
| **215 and 216 HCD BLOCK GRANT** | | | | | | | |
| Interest Income/Other Revenue | 1,161 | 1,161 | 1,789 | 154% | 1,401 | 388 | 28% |
| **215 and 216 HCD BLOCK GRANT** | **1,161** | **1,161** | **1,789** | **154%** | **1,401** | **388** | **28%** |
| **225 ASSET SEIZURE** | **2,807** | **2,807** | **2,724** | **97%** | **2,145** | **578** | **27%** |
| **229 LIGHTING AND LANDSCAPE** | **206,415** | **206,415** | **116,645** | **57%** | **115,258** | **1,387** | **1%** |
| **230 COMMUNITY FACILITIES DISTRICT** | **28,828** | **28,828** | **18,840** | **65%** | **29,864** | **(11,024)** | **-37%** |
| **232 ENVIRONMENTAL PROGRAMS** | **501,236** | **501,236** | **378,845** | **76%** | **455,983** | **(77,138)** | **-17%** |
| **234 MOBILE HOME PARK RENT STAB.** | **2,872** | **2,872** | **5,651** | **197%** | **5,144** | **506** | **10%** |
| **236 HOUSING MITIGATION** | **2,762,629** | **2,762,629** | **1,842,650** | **67%** | **2,476,777** | **(634,127)** | **-26%** |
| **240 EMPLOYEE ASSISTANCE** | **1,297** | **1,297** | **5,547** | **428%** | **6,113** | **(565)** | **-9%** |
| **246 COUNTYWIDE SOLID WASTE** | **2,279,503** | **2,279,503** | **1,413,351** | **62%** | **1,580,378** | **(167,027)** | **-11%** |
| **255 HOUSING SUCCESSOR AGENCY** | **463,881** | **463,881** | **337,226** | **73%** | **326,738** | **10,487** | **3%** |
| **260 PUBLIC ART** | **1,411** | **1,411** | **475** | **34%** | **-** | **475** | **n/a** |
| **TOTAL SPECIAL REVENUE FUNDS** | **14,928,122** | **14,928,122** | **10,458,546** | **70%** | **10,410,781** | **47,765** | **0%** |
| **CAPITAL PROJECTS FUNDS** | | | | | | | |
| **301 PARK DEVELOPMENT** | **1,999,271** | **1,999,271** | **2,011,108** | **101%** | **479,437** | **1,531,671** | **319%** |
| **302 PARK MAINTENANCE** | **15,507** | **15,507** | **64,093** | **413%** | **79,930** | **(15,837)** | **-20%** |
| **303 LOCAL DRAINAGE** | **1,424,799** | **1,424,799** | **461,476** | **32%** | **430,482** | **30,994** | **7%** |
| **304 LOCAL DRAINAGE/NON AB1600** | **251,296** | **251,296** | **272,110** | **108%** | **28,008** | **244,102** | **872%** |
| **306 AGRICULTURE & OPEN SPACE PRESERVATION** | **18,459** | **18,459** | **1,039,658** | **5632%** | **150,399** | **889,259** | **591%** |
| **308 STREET CIP** | **3,886,877** | **3,886,877** | **3,532,171** | **91%** | **1,863,212** | **1,668,960** | **90%** |
| **309 TRAFFIC IMPACT** | **4,753,292** | **4,753,292** | **2,083,585** | **44%** | **787,633** | **1,295,951** | **165%** |
| **315 PUBLIC SAFETY FACILITIES IMPACT** | **3,203,214** | **12,153,214** | **6,350,181** | **52%** | **505,491** | **5,844,691** | **1156%** |
| **346 PUBLIC FACILITIES NON-AB1600** | **189,832** | **189,832** | **181,844** | **96%** | **198,462** | **(16,619)** | **-8%** |
| **347 PUBLIC FACILITIES IMPACT** | **451,223** | **451,223** | **354,678** | **79%** | **204,675** | **150,003** | **73%** |
| **348 LIBRARY** | **1,414,286** | **1,414,286** | **1,366,765** | **97%** | **730,436** | **636,329** | **87%** |
| **350 UNDERGROUNDING** | **74,302** | **74,302** | **78,617** | **106%** | **252,949** | **(174,332)** | **-69%** |
| **360 COMMUNITY/REC IMPACT FUND** | **2,501,528** | **2,501,528** | **2,539,772** | **102%** | **1,250,956** | **1,288,816** | **103%** |
| **375 QUIMBY FEE** | **2,650,042** | **2,650,042** | **2,041,522** | **77%** | **2,884,897** | **(843,374)** | **-29%** |
| **TOTAL CAPITAL PROJECTS FUNDS** | **22,833,927** | **31,783,927** | **22,377,579** | **70%** | **9,846,968** | **12,530,612** | **127%** |
| **DEBT SERVICE FUNDS** | | | | | | | |
| **420 CIVIC CENTER DEBT** | **300,467** | **300,467** | **225,105** | **75%** | **221,499** | **3,606** | **2%** |
| **441 POLICE FACILITY BOND** | **390,939** | **390,939** | **289,154** | **74%** | **291,034** | **(1,880)** | **-1%** |
| **TOTAL DEBT SERVICE FUNDS** | **691,406** | **691,406** | **514,258** | **74%** | **512,533** | **1,726** | **0%** |

CITY OF MORGAN HILL

**City of Morgan Hill**
**Year to Date Revenues - Fiscal Year 2024-25**
**For the Month Ended March 31, 2025**
**75% of Year Complete**

| | ADOPTED BUDGET | AMENDED BUDGET | CURRENT YTD ACTUAL | % OF BUDGET | PRIOR YTD | INCR (DECR) FROM PRIOR YTD | % CHANGE |
|---|---|---|---|---|---|---|---|
| **ENTERPRISE FUNDS** | | | | | | | |
| **640 WASTEWATER OPERATION** | | | | | | | |
| Sewer Service Fees | 16,100,000 | 16,100,000 | 11,462,228 | 71% | 9,874,939 | 1,587,288 | 16% |
| Interest Income/Transfers | 141,661 | 141,661 | 52,685 | 37% | 41,991 | 10,694 | 25% |
| Other Revenue/Current Charges | 397,200 | 397,200 | 227,217 | 57% | 223,878 | 3,339 | 1% |
| **640 WASTEWATER OPERATION** | **16,638,861** | **16,638,861** | **11,742,129** | **71%** | **10,140,808** | **1,601,322** | **16%** |
| **641 WASTEWATER EXPANSION** | | | | | | | |
| Interest Income | 275,047 | 275,047 | 586,536 | 213% | 453,703 | 132,833 | 29% |
| Development Impact Fee | 11,546,118 | 11,546,118 | 9,563,478 | 83% | 4,679,801 | 4,883,677 | 104% |
| **641 WASTEWATER EXPANSION** | **11,821,165** | **11,821,165** | **10,150,014** | **86%** | **5,133,504** | **5,016,510** | 98% |
| **642 WASTEWATER RATE STABILIZATION** | **108,613** | **108,613** | **83,499** | **77%** | **207,337** | **(123,838)** | **-60%** |
| **643 WASTEWATER CAPITAL PROJECT** | **6,149,134** | **6,149,134** | **5,121,236** | **83%** | **4,181,762** | **939,475** | **22%** |
| ***TOTAL SEWER FUNDS*** | ***34,717,773*** | ***34,717,773*** | ***27,096,879*** | ***78%*** | ***19,663,411*** | ***7,433,468*** | ***38%*** |
| **650 WATER OPERATION** | | | | | | | |
| Water Sales | 19,620,000 | 19,620,000 | 12,814,158 | 65% | 11,494,838 | 1,319,320 | 11% |
| Meter Install & Service | 107,000 | 107,000 | 70,865 | 66% | 76,576 | (5,711) | -7% |
| Transfers-In / Interest Income | 894,617 | 894,617 | 552,595 | 62% | 504,970 | 47,625 | 9% |
| Other Revenue/Current Charges | 926,109 | 926,109 | 651,009 | 70% | 474,602 | 176,407 | 37% |
| **650 WATER OPERATION** | **21,547,726** | **21,547,726** | **14,088,626** | **65%** | **12,550,986** | **1,537,640** | **12%** |
| **651 WATER EXPANSION** | | | | | | | |
| Interest Income/Other Revenue/Transfer | 92,467 | 92,467 | 140,129 | 152% | 68,251 | 71,878 | 105% |
| Development Impact Fee | 3,829,384 | 3,829,384 | 3,308,399 | 86% | 1,224,424 | 2,083,975 | 170% |
| **651 WATER EXPANSION** | **3,921,851** | **3,921,851** | **3,448,528** | **88%** | **1,292,675** | **2,155,853** | **167%** |
| **652 WATER RATE STABILIZATION** | **115,840** | **115,840** | **89,978** | **78%** | **70,470** | **19,508** | **28%** |
| **653 WATER CAPITAL PROJECT** | **10,380,062** | **10,380,062** | **5,005,102** | **48%** | **5,522,736** | **(517,633)** | **-9%** |
| ***TOTAL WATER FUNDS*** | ***35,965,479*** | ***35,965,479*** | ***22,632,234*** | ***63%*** | ***19,436,867*** | ***3,195,368*** | ***16%*** |
| **TOTAL ENTERPRISE FUNDS** | **70,683,252** | **70,683,252** | **49,729,113** | **70%** | **39,100,277** | **10,628,836** | **27%** |
| **INTERNAL SERVICE FUNDS** | | | | | | | |
| **730 INFORMATION SYSTEMS** | **2,883,241** | **2,883,241** | **2,166,266** | **75%** | **1,875,413** | **290,853** | **16%** |
| **740 BUILDING MAINTENANCE** | **1,421,485** | **1,421,485** | **1,069,560** | **75%** | **1,258,114** | **(188,554)** | **-15%** |
| **741 BUILDING REPLACEMENT** | **1,041,905** | **1,041,905** | **791,209** | **76%** | **719,257** | **71,952** | **10%** |
| **745 CIP ADMINISTRATION** | **2,582,015** | **2,582,015** | **1,332,835** | **52%** | **902,935** | **429,900** | **48%** |
| **760 UNEMPLOYMENT INSURANCE** | **10,206** | **10,206** | **7,227** | **71%** | **6,007** | **1,220** | **20%** |
| **770 WORKERS COMPENSATION** | **1,157,705** | **1,157,705** | **761,501** | **66%** | **710,684** | **50,817** | **7%** |
| **790 EQUIPMENT REPLACEMENT** | **1,680,580** | **1,704,881** | **1,400,903** | **82%** | **1,050,055** | **350,848** | **33%** |
| **791 EMPLOYEE BENEFITS** | **1,183,215** | **1,183,215** | **859,448** | **73%** | **641,562** | **217,886** | **34%** |
| **795 GENERAL LIABILITY INSURANCE** | **2,519,216** | **2,519,216** | **1,882,422** | **75%** | **1,581,357** | **301,065** | **19%** |
| **TOTAL INTERNAL SERVICE FUNDS** | **14,479,568** | **14,503,869** | **10,271,373** | **71%** | **8,745,385** | **1,525,987** | **17%** |
| **TOTAL FOR ALL FUNDS** | **$ 179,837,194** | **$ 189,080,318** | **$ 126,831,006** | **67%** | **$ 100,924,738** | **$ 25,906,268** | **26%** |

CITY OF MORGAN HILL

**City of Morgan Hill**
**Year to Date Expenses - Fiscal Year 2024-25**
**For the Month Ended March 31, 2025**
**75% of Year Complete**

| FUND NO. | FUND/ACTIVITY | CURRENT MONTH ACTUAL EXPENSES | AMENDED BUDGET | YTD EXPENSES | OUTSTANDING ENCUMBRANCE | TOTAL ALLOCATED | PERCENT OF TOTAL TO BUDGET | PRIOR YTD |
|---|---|---|---|---|---|---|---|---|
| **010** | **GENERAL FUND** | | | | | | | |
| | **I. ADMINISTRATION** | | | | | | | |
| | **CITY COUNCIL** | **$ 42,324** | **$ 520,395** | **$ 352,940** | **$ -** | **$ 352,940** | **68%** | **$ 280,511** |
| | **CITY ATTORNEY** | **87,920** | **1,134,397** | **728,024** | **109,408** | **837,432** | **74%** | **650,265** |
| | **CITY MANAGER** | **56,732** | **1,007,624** | **500,723** | **6** | **500,729** | **50%** | **496,276** |
| | **HUMAN RESOURCES** | **82,090** | **1,087,175** | **699,221** | **-** | **699,221** | **64%** | **641,723** |
| | **COUNCIL SVCS & RECORDS MGMT** | | | | | | | |
| | Council Svcs & Records Mgmt | 49,082 | 609,913 | 416,386 | - | 416,386 | 68% | 374,442 |
| | Elections | 3,099 | 354,364 | 276,957 | - | 276,957 | 78% | 23,136 |
| | **COUNCIL SVCS & RECORDS MGMT** | **52,181** | **964,277** | **693,343** | **-** | **693,343** | **72%** | **397,578** |
| | **FINANCE** | **127,565** | **2,637,291** | **1,613,137** | **429,207** | **2,042,344** | **77%** | **1,457,860** |
| | **TOTAL ADMINISTRATION** | **448,812** | **7,351,159** | **4,587,387** | **538,621** | **5,126,008** | **70%** | **3,924,212** |
| | **II. COMMUNITY SERVICES** | | | | | | | |
| | Membership Services & Rec. Programs | 794,546 | 8,040,818 | 5,495,245 | 677,320 | 6,172,565 | 77% | 5,311,133 |
| | Recreation Facility Rentals | 48,208 | 633,051 | 409,330 | 37,225 | 446,555 | 71% | 433,705 |
| | Innovative Transit | 26,545 | 590,944 | 500,462 | 3,221 | 503,683 | 85% | 447,024 |
| | Community Services | 54,780 | 761,973 | 428,386 | 23,688 | 452,074 | 59% | 431,551 |
| | Park Maintenance | 106,827 | 1,472,380 | 862,517 | 14,900 | 877,417 | 60% | 777,516 |
| | Environmental Services | 42,045 | 1,067,544 | 453,347 | 13,891 | 467,238 | 44% | 325,114 |
| | Countywide Solid Waste Program | 45,717 | 540,327 | 363,533 | - | 363,533 | 67% | 289,423 |
| | Street Maintenance | 330,011 | 3,511,464 | 2,510,338 | 25,971 | 2,536,308 | 72% | 1,796,993 |
| | Downtown Maintenance | 26,627 | 378,065 | 203,391 | 12,853 | 216,244 | 57% | 200,158 |
| | PD Building Maintenance | 44,007 | 664,355 | 460,221 | 62,317 | 522,538 | 79% | 387,954 |
| | Cable Television | 7,658 | 91,234 | 68,086 | - | 68,086 | 75% | 66,672 |
| | **COMMUNITY SERVICES** | **1,526,971** | **17,752,155** | **11,754,855** | **871,386** | **12,626,241** | **71%** | **10,467,243** |
| | **CODE COMPLIANCE** | **36,025** | **405,637** | **290,515** | **-** | **290,515** | **72%** | **201,989** |
| | **INFRASTRUCTURE PLANNING & CONGESTION MGMT** | **31,247** | **555,166** | **312,745** | **-** | **312,745** | **56%** | **302,655** |
| | **ECONOMIC DEVELOPMENT PROGRAMS** | **181,724** | **1,209,072** | **742,193** | **68,651** | **810,844** | **67%** | **701,115** |
| | **TOTAL COMMUNITY SERVICES** | **1,775,967** | **19,922,029** | **13,100,308** | **940,037** | **14,040,345** | **70%** | **11,673,001** |
| | **III. PUBLIC SAFETY** | | | | | | | |
| | **POLICE** | | | | | | | |
| | PD Administration | 122,473 | 2,296,286 | 1,177,098 | 43,267 | 1,220,365 | 53% | 1,188,161 |
| | Field Operations | 1,061,868 | 13,884,900 | 8,630,048 | 545,166 | 9,175,214 | 66% | 8,228,058 |
| | Support Services | 209,467 | 2,556,380 | 1,965,265 | 438,785 | 2,404,050 | 94% | 2,064,460 |
| | Emergency Services/Haz Mat | 21,913 | 275,047 | 186,742 | - | 186,742 | 68% | 176,980 |
| | Special Operations | 376,220 | 4,244,340 | 3,199,760 | 8,153 | 3,207,913 | 76% | 2,695,440 |
| | Dispatch Services | 201,734 | 2,341,249 | 1,657,147 | - | 1,657,147 | 71% | 1,470,937 |
| | **POLICE** | **1,993,675** | **25,598,203** | **16,816,061** | **1,035,371** | **17,851,432** | **70%** | **15,824,037** |
| | **FIRE** | **794,796** | **10,381,160** | **7,675,017** | **29,001** | **7,704,018** | **74%** | **6,859,869** |
| | **TOTAL PUBLIC SAFETY** | **2,788,471** | **35,979,363** | **24,491,078** | **1,064,372** | **25,555,449** | **71%** | **22,683,906** |
| | **IV. TRANSFERS** | | | | | | | |
| | Other | 121,519 | 1,458,230 | 1,093,673 | - | 1,093,673 | 75% | 2,377,825 |
| | **TOTAL TRANSFERS** | **121,519** | **1,458,230** | **1,093,673** | **-** | **1,093,673** | **75%** | **2,377,825** |
| | **TOTAL GENERAL FUND** | **5,134,769** | **64,710,781** | **43,272,446** | **2,543,029** | **45,815,475** | **71%** | **40,658,944** |

CITY OF MORGAN HILL

**City of Morgan Hill**
**Year to Date Expenses - Fiscal Year 2024-25**
**For the Month Ended March 31, 2025**
**75% of Year Complete**

| FUND NO. | FUND/ACTIVITY | CURRENT MONTH ACTUAL EXPENSES | AMENDED BUDGET | YTD EXPENSES | OUTSTANDING ENCUMBRANCE | TOTAL ALLOCATED | PERCENT OF TOTAL TO BUDGET | PRIOR YTD |
|---|---|---|---|---|---|---|---|---|
| **SPECIAL REVENUE FUNDS** | | | | | | | | |
| **202** | **STREET MAINTENANCE** | **454** | **857,383** | **589,194** | **-** | **589,194** | **69%** | **556,353** |
| **205** | **PUBLIC SAFETY/SUPP.LAW** | **113** | **101,354** | **101,015** | **-** | **101,015** | **100%** | **100,967** |
| **206** | **DEVELOPMENT SERVICES FUND** | | | | | | | |
| | Planning | 149,962 | 1,700,561 | 1,194,234 | 999 | 1,195,232 | 70% | 1,202,581 |
| | Building | 237,208 | 3,055,890 | 2,049,861 | 154,450 | 2,204,312 | 72% | 1,764,796 |
| | Engineering | 130,232 | 1,644,092 | 1,117,247 | 189,582 | 1,306,829 | 79% | 1,281,410 |
| **206** | **DEVELOPMENT SERVICES FUND** | **517,402** | **6,400,543** | **4,361,342** | **345,031** | **4,706,373** | **74%** | **4,248,788** |
| **207** | **LONG RANGE PLANNING** | **77,312** | **3,125,686** | **885,719** | **748,029** | **1,633,748** | **52%** | **602,073** |
| **215/216** | **CDBG** | **7** | **87** | **66** | **-** | **66** | **75%** | **62** |
| **225** | **ASSET SEIZURE** | **68** | **821** | **616** | **-** | **616** | **75%** | **587** |
| **229** | **LIGHTING AND LANDSCAPE** | **8,845** | **212,191** | **149,310** | **13,735** | **163,045** | **77%** | **123,774** |
| **230** | **COMMUNITY FACILITIES DISTRICT** | **1,769** | **23,511** | **17,660** | **-** | **17,660** | **75%** | **32,164** |
| **232** | **ENVIRONMENTAL PROGRAMS** | **55,203** | **453,818** | **300,379** | **2,023** | **302,402** | **67%** | **312,738** |
| **234** | **MOBILE HOME PARK** | **79** | **952** | **714** | **-** | **714** | **75%** | **680** |
| **236** | **HOUSING MITIGATION** | **91,589** | **2,214,529** | **891,106** | **762,426** | **1,653,532** | **75%** | **699,594** |
| **240** | **EMPLOYEE ASSISTANCE** | **83** | **20,993** | **4,245** | **-** | **4,245** | **20%** | **2,709** |
| **246** | **COUNTYWIDE SOLID WASTE PROGRAM** | **48,583** | **2,648,132** | **1,000,733** | **1,197,227** | **2,197,960** | **83%** | **1,083,672** |
| **255** | **HOUSING SUCCESSOR AGENCY** | **92,881** | **1,319,931** | **840,363** | **114,375** | **954,738** | **72%** | **916,359** |
| **260** | **PUBLIC ART** | **525** | **16,306** | **9,718** | **-** | **9,718** | **60%** | **-** |
| **TOTAL SPECIAL REVENUE FUNDS** | | **894,914** | **17,396,238** | **9,152,179** | **3,182,846** | **12,335,025** | **71%** | **8,680,520** |
| **CAPITAL PROJECT FUNDS** | | | | | | | | |
| **301** | **PARK DEVELOPMENT** | **55,111** | **3,460,007** | **653,470** | **107,970** | **761,441** | **22%** | **500,752** |
| **302** | **PARK MAINTENANCE** | **54,167** | **1,650,000** | **489,605** | **-** | **489,605** | **30%** | **922,973** |
| **303** | **LOCAL DRAINAGE** | **5,011,299** | **10,931,065** | **5,550,346** | **550,483** | **6,100,829** | **56%** | **2,824,084** |
| **304** | **LOCAL DRAIN. NON-AB1600** | **794** | **505,176** | **76,385** | **290,930** | **367,315** | **73%** | **185,379** |
| **306** | **AGRICULTURE & OPEN SPACE PRESERVATI(** | **10,680** | **128,157** | **96,118** | **-** | **96,118** | **75%** | **73,200** |
| **308** | **STREET CIP** | **12,607** | **4,992,517** | **3,837,151** | **945,239** | **4,782,390** | **96%** | **4,641,959** |
| **309** | **TRAFFIC IMPACT** | **92,217** | **4,593,527** | **3,269,938** | **397,648** | **3,667,586** | **80%** | **1,063,849** |
| **315** | **PUBLIC SAFETY FACILITIES IMPACT** | **205,117** | **8,993,315** | **5,705,903** | **2,461,334** | **8,167,237** | **91%** | **2,591,015** |
| **346** | **PUBLIC FAC.NON AB1600** | **18,773** | **1,652,085** | **397,185** | **197,372** | **594,557** | **36%** | **241,807** |
| **347** | **PUBLIC FACILITIES IMPACT** | **2,458** | **1,444,333** | **364,819** | **1,010,368** | **1,375,188** | **95%** | **124,558** |
| **348** | **LIBRARY IMPACT** | **(1,648,865)** | **2,713,615** | **160,211** | **-** | **160,211** | **6%** | **166,762** |
| **350** | **UNDERGROUNDING** | **103** | **401,505** | **128,147** | **-** | **128,147** | **32%** | **881** |
| **360** | **COMM/REC CENTER IMPACT** | **9,545** | **1,430,662** | **336,167** | **427,411** | **763,578** | **53%** | **226,680** |
| **375** | **QUIMBY FEE** | **210,552** | **6,807,980** | **1,309,877** | **2,496,208** | **3,806,085** | **56%** | **107,911** |
| **TOTAL CAPITAL PROJECTS FUNDS** | | **4,034,557** | **49,703,945** | **22,375,324** | **8,884,963** | **31,260,288** | **63%** | **13,671,810** |
| **DEBT SERVICE FUNDS** | | | | | | | | |
| **420** | **CIVIC CENTER DEBT** | **284** | **291,714** | **243,792** | **-** | **243,792** | **84%** | **239,028** |
| **441** | **POLICE FACILITY BOND DEBT** | **375** | **385,093** | **330,633** | **-** | **330,633** | **86%** | **324,239** |
| **TOTAL DEBT SERVICE FUNDS** | | **659** | **676,807** | **574,425** | **-** | **574,425** | **85%** | **563,267** |

CITY OF MORGAN HILL

**City of Morgan Hill**
**Year to Date Expenses - Fiscal Year 2024-25**
**For the Month Ended March 31, 2025**
**75% of Year Complete**

| FUND NO. | FUND/ACTIVITY | CURRENT MONTH ACTUAL EXPENSES | AMENDED BUDGET | YTD EXPENSES | OUTSTANDING ENCUMBRANCE | TOTAL ALLOCATED | PERCENT OF TOTAL TO BUDGET | PRIOR YTD |
|---|---|---|---|---|---|---|---|---|
| **ENTERPRISE FUNDS** | | | | | | | | |
| **SEWER** | | | | | | | | |
| **640** | **WASTEWATER OPERATIONS** | **1,355,777** | **16,796,487** | **12,298,917** | **20,806** | **12,319,724** | **73%** | **10,979,596** |
| **641** | **WASTEWATER CAPITAL EXPANSION** | **99,551** | **7,897,156** | **4,526,709** | **773,708** | **5,300,417** | **67%** | **5,869,535** |
| **642** | **WASTEWATER RATE STABILIZATION** | **164** | **1,966** | **1,474** | **-** | **1,474** | **75%** | **1,404** |
| **643** | **WASTEWATER CAPITAL PROJECTS** | **399,373** | **11,224,791** | **2,162,470** | **3,798,586** | **5,961,056** | **53%** | **3,319,676** |
| **TOTAL SEWER FUND(S)** | | **1,854,865** | **35,920,399** | **18,989,571** | **4,593,100** | **23,582,671** | **66%** | **20,170,211** |
| **WATER** | | | | | | | | |
| | Water Operations | 964,457 | 19,715,654 | 13,096,728 | 469,237 | 13,565,966 | 69% | 12,881,537 |
| | Utility Billing | 153,332 | 1,502,560 | 992,371 | 34,774 | 1,027,145 | 68% | 896,679 |
| | Water Conservation | 31,417 | 416,169 | 235,031 | 19,288 | 254,319 | 61% | 267,490 |
| **650** | **WATER OPERATIONS** | **1,149,207** | **21,634,383** | **14,324,131** | **523,299** | **14,847,430** | **69%** | **14,045,706** |
| **651** | **WATER CAPITAL EXPANSION** | **175,270** | **4,406,112** | **869,916** | **2,883,663** | **3,753,579** | **85%** | **628,796** |
| **652** | **WATER RATE STABILIZATION** | **123** | **1,473** | **1,105** | **-** | **1,105** | **75%** | **1,052** |
| **653** | **WATER-CAPITAL PROJECTS** | **252,326** | **19,944,363** | **1,728,328** | **8,227,725** | **9,956,053** | **50%** | **1,486,937** |
| **TOTAL WATER FUND(S)** | | **1,576,925** | **45,986,331** | **16,923,479** | **11,634,687** | **28,558,167** | **62%** | **16,162,490** |
| **TOTAL ENTERPRISE FUNDS** | | **3,431,790** | **81,906,730** | **35,913,050** | **16,227,788** | **52,140,838** | **64%** | **36,332,701** |
| **INTERNAL SERVICE FUNDS** | | | | | | | | |
| **730** | **INFORMATION SYSTEMS** | **257,973** | **2,961,976** | **1,761,023** | **92,767** | **1,853,791** | **63%** | **1,974,139** |
| **740** | **BUILDING MAINTENANCE** | **81,370** | **1,506,259** | **888,081** | **74,393** | **962,474** | **64%** | **734,418** |
| **741** | **BUILDING REPLACEMENT** | **199,839** | **3,059,856** | **1,159,113** | **535,817** | **1,694,930** | **55%** | **194,958** |
| **745** | **CIP ADMINISTRATION** | **224,788** | **2,584,581** | **1,755,782** | **4,539** | **1,760,320** | **68%** | **1,378,850** |
| **760** | **UNEMPLOYMENT** | **-** | **15,000** | **6,205** | **-** | **6,205** | **41%** | **11,826** |
| **770** | **WORKERS COMPENSATION** | **145,101** | **946,245** | **1,072,786** | **-** | **1,072,786** | **113%** | **756,983** |
| **790** | **EQUIPMENT REPLACEMENT** | **-** | **1,400,191** | **844,844** | **148,093** | **992,937** | **71%** | **586,878** |
| **791** | **EMPLOYEE BENEFITS FUND** | **95,135** | **1,000,000** | **655,478** | **-** | **655,478** | **66%** | **533,914** |
| **795** | **GEN. LIABILITY INSURANCE** | **10,345** | **2,411,618** | **2,138,261** | **-** | **2,138,261** | **89%** | **2,423,198** |
| **TOTAL INTERNAL SERVICE FUNDS** | | **1,014,552** | **15,885,726** | **10,281,572** | **855,610** | **11,137,182** | **70%** | **8,595,165** |
| **REPORT TOTAL** | | **$ 14,511,242** | **$ 230,280,227** | **$ 121,568,997** | **$ 31,694,235** | **$ 153,263,232** | **67%** | **$ 108,502,407** |



**City of Morgan Hill**
**Fund Activity Summary - Fiscal Year 2024-25**
**For the Month Ended March 31, 2025**
**75% of Year Complete**

| Fund No. | Fund Description | Beginning Fund Balance 07-01-24 | Revenues YTD Actual | Revenues % of Budget | Expenses YTD Actual | Expenses % of Budget | Year to-Date Deficit or Carryover | Preliminary Ending Fund Balance Reserved[1] | Preliminary Ending Fund Balance Unreserved |
|---|---|---|---|---|---|---|---|---|---|
| 010 | GENERAL FUND | $ 31,073,823 | $ 33,480,137 | 59% | $ 43,272,446 | 67% | $ (9,792,309) | $ 2,543,029 | $ 18,738,485 |
| **TOTAL GENERAL FUND** | | **$ 31,073,823** | **$ 33,480,137** | **59%** | **$ 43,272,446** | **67%** | **$ (9,792,309)** | **$ 2,543,029** | **$ 18,738,485** |
| 202 | STREET MAINTENANCE | 72,734 | $ 589,194 | 69% | $ 589,194 | 67% | $ 0 | $ - | $ 72,734 |
| 205 | PUBLIC SAFETY/SUPPL. LAW | 415,174 | 157,378 | 139% | 101,015 | 68% | 56,363 | - | 471,537 |
| 206 | DEVELOPMENT SERVICES | (1,144,436) | 4,705,758 | 79% | 4,361,342 | 68% | 344,416 | 345,031 | (1,145,051) |
| 207 | LONG RANGE PLANNING | 1,306,215 | 882,473 | 50% | 885,719 | 28% | (3,246) | 748,029 | 554,940 |
| 215 / 216 | CDBG | 32,500 | 1,789 | 154% | 66 | 75% | 1,724 | - | 34,224 |
| 225 | ASSET SEIZURE | 104,495 | 2,724 | 97% | 616 | 75% | 2,108 | - | 106,603 |
| 229 | LIGHTING AND LANDSCAPE | 216,005 | 116,645 | 57% | 149,310 | 70% | (32,665) | 13,735 | 169,605 |
| 230 | COMMUNITY FACILITIES DISTRICT | 162,519 | 18,840 | 65% | 17,660 | 75% | 1,180 | - | 163,699 |
| 232 | ENVIRONMENTAL PROGRAMS | 488,875 | 378,845 | 76% | 300,379 | 66% | 78,466 | 2,023 | 565,318 |
| 234 | MOBILE HOME PK RENT STAB. | 81,475 | 5,651 | 197% | 714 | 75% | 4,937 | - | 86,412 |
| 235 | SENIOR HOUSING | 245,426 | - | n/a | - | n/a | - | - | 245,426 |
| 236 | HOUSING MITIGATION | 7,932,027 | 1,842,650 | 67% | 891,106 | 40% | 951,544 | 762,426 | 8,121,145 |
| 240 | EMPLOYEE ASSISTANCE | 62,481 | 5,547 | 428% | 4,245 | 20% | 1,302 | - | 63,783 |
| 246 | COUNTYWIDE SOLID WASTE | 323,153 | 1,413,351 | n/a | 1,000,733 | 38% | 412,617 | 1,197,227 | (461,457) |
| 255 | HOUSING SUCCESSOR AGENCY | 3,818,193 | 337,226 | 73% | 840,363 | 64% | (503,137) | 114,375 | 3,200,681 |
| 260 | PUBLIC ART | 48,471 | 475 | 34% | 9,718 | 60% | (9,243) | - | 39,228 |
| **TOTAL SPECIAL REVENUE FUNDS** | | **$ 14,165,307** | **$ 10,458,546** | **70%** | **$ 9,152,179** | **53%** | **$ 1,306,367** | **$ 3,182,846** | **$ 12,288,828** |
| 301 | PARK DEV. IMPACT FUND | $ 2,008,148 | $ 2,011,108 | 101% | $ 653,470 | 19% | $ 1,357,637 | $ 107,970 | $ 3,257,815 |
| 302 | PARK MAINTENANCE | 2,489,205 | 64,093 | 413% | 489,605 | 30% | (425,513) | - | 2,063,692 |
| 303 | LOCAL DRAINAGE | 9,621,788 | 461,476 | 32% | 5,550,346 | 51% | (5,088,870) | 550,483 | 3,982,435 |
| 304 | LOCAL DRAINAGE/NON-AB1600 | 1,233,420 | 272,110 | 108% | 76,385 | 15% | 195,725 | 290,930 | 1,138,215 |
| 306 | AG. AND OPEN SPACE PRESERVATION | 672,578 | 1,039,658 | 5632% | 96,118 | 75% | 943,540 | - | 1,616,118 |
| 308 | STREET CIP | 4,287,249 | 3,532,171 | 91% | 3,837,151 | 77% | (304,980) | 945,239 | 3,037,030 |
| 309 | TRAFFIC IMPACT FUND | 3,808,198 | 2,083,585 | 44% | 3,269,938 | 71% | (1,186,354) | 397,648 | 2,224,196 |
| 315 | PUBLIC SAFETY FACILITIES IMPACT | (1,553,435) | 6,350,181 | 52% | 5,705,903 | 63% | 644,279 | 2,461,334 | (3,370,490) |
| 346 | PUBLIC FACILITIES NON-AB1600 | 2,184,388 | 181,844 | 96% | 397,185 | 24% | (215,342) | 197,372 | 1,771,674 |
| 347 | PUBLIC FACILITIES IMPACT FUND | 1,328,671 | 354,678 | 79% | 364,819 | 25% | (10,142) | 1,010,368 | 308,161 |
| 348 | LIBRARY IMPACT FUND | 2,254,117 | 1,366,765 | 97% | 160,211 | 6% | 1,206,554 | - | 3,460,671 |
| 350 | UNDERGROUNDING | 1,768,551 | 78,617 | 106% | 128,147 | 32% | (49,530) | - | 1,719,021 |
| 360 | COMM/REC CTR IMPACT FUND | 2,297,534 | 2,539,772 | 102% | 336,167 | 23% | 2,203,605 | 427,411 | 4,073,728 |
| 375 | QUIMBY FEE | 3,984,952 | 2,041,522 | 77% | 1,309,877 | 19% | 731,645 | 2,496,208 | 2,220,389 |
| **TOTAL CAPITAL PROJECT FUNDS** | | **$ 36,385,364** | **$ 22,377,579** | **70%** | **$ 22,375,324** | **45%** | **$ 2,255** | **$ 8,884,963** | **$ 27,502,656** |
| 420 | CIVIC CENTER DEBT | $ 183,038 | $ 225,105 | 75% | $ 243,792 | 84% | $ (18,687) | $ 249,367 | $ (85,016) |
| 441 | POLICE FACILITY BOND DEBT | 163,896 | 289,154 | 74% | 330,633 | 86% | (41,479) | 317,377 | (194,960) |
| **TOTAL DEBT SERVICE FUNDS** | | **$ 346,934** | **$ 514,258** | **74%** | **$ 574,425** | **85%** | **$ (60,166)** | **$ 566,743** | **$ (279,976)** |
| 640 | WASTEWATER OPERATIONS | $ 3,983,038 | $ 11,742,129 | 71% | $ 12,298,917 | 73% | $ (556,788) | 20,806 | 3,405,444 |
| 641 | WASTEWATER IMPACT FUND* | 18,629,828 | 10,150,014 | 86% | 4,526,709 | 57% | 5,623,305 | 773,708 | 23,479,425 |
| 642 | WASTEWATER RATE STABILIZATION | 3,121,932 | 83,499 | 77% | 1,474 | 75% | 82,024 | - | 3,203,956 |
| 643 | WASTEWATER CAPITAL PROJECTS | 17,703,049 | 5,121,236 | 83% | 2,162,470 | 19% | 2,958,766 | 3,798,586 | 16,863,229 |
| 650 | WATER OPERATIONS | 4,083,455 | 14,088,626 | 65% | 14,324,131 | 66% | (235,504) | 523,299 | 3,324,652 |
| 651 | WATER IMPACT FUND* | 3,852,318 | 3,448,528 | 88% | 869,916 | 20% | 2,578,612 | 2,883,663 | 3,547,267 |
| 652 | WATER RATE STABILIZATION | 3,337,806 | 89,978 | 78% | 1,105 | 75% | 88,873 | - | 3,426,679 |
| 653 | WATER -CAPITAL PROJECT | 18,694,610 | 5,005,102 | 48% | 1,728,328 | 9% | 3,276,774 | 8,227,725 | 13,743,659 |
| **TOTAL ENTERPRISE FUNDS** | | **$ 73,406,036** | **$ 49,729,113** | **70%** | **$ 35,913,050** | **44%** | **$ 13,816,063** | **$ 16,227,788** | **$ 70,994,311** |
| 730 | INFORMATION SERVICES | $ 656,565 | $ 2,166,266 | 75% | $ 1,761,023 | 59% | $ 405,243 | $ 92,767 | $ 969,040 |
| 740 | BUILDING MAINTENANCE | 94,619 | 1,069,560 | 75% | 888,081 | 59% | 181,479 | 74,393 | 201,705 |
| 741 | BUILDING REPLACEMENT | 5,083,004 | 791,209 | 76% | 1,159,113 | 38% | (367,904) | 535,817 | 4,179,283 |
| 745 | CIP ENGINEERING | 8,329 | 1,332,835 | 52% | 1,755,782 | 68% | (422,946) | 4,539 | (419,156) |
| 760 | UNEMPLOYMENT | 284,229 | 7,227 | 71% | 6,205 | 41% | 1,022 | - | 285,251 |
| 770 | WORKERS COMPENSATION | 2,381,319 | 761,501 | 66% | 1,072,786 | 113% | (311,285) | 30,000 | 2,040,034 |
| 790 | EQUIPMENT REPLACEMENT | 8,727,549 | 1,400,903 | 82% | 844,844 | 60% | 556,059 | 148,093 | 9,135,515 |
| 791 | EMPLOYEE BENEFITS FUNDS | 26,248 | 859,448 | 73% | 655,478 | 66% | 203,971 | - | 230,219 |
| 795 | GEN. LIABILITY INSURANCE | 984,307 | 1,882,422 | 75% | 2,138,261 | 89% | (255,839) | - | 728,468 |
| **TOTAL INTERNAL SERVICE FUNDS** | | **$ 18,246,169** | **$ 10,271,373** | **71%** | **$ 10,281,572** | **65%** | **$ (10,200)** | **$ 885,610** | **$ 17,350,360** |

**City of Morgan Hill**
**Fund Activity Summary - Fiscal Year 2024-25**
**For the Month Ended March 31, 2025**
**75% of Year Complete**

| Fund No. | Fund Description | Beginning Fund Balance 07-01-24 | Revenues YTD Actual | Revenues % of Budget | Expenses YTD Actual | Expenses % of Budget | Year to-Date Deficit or Carryover | Preliminary Ending Fund Balance Reserved[1] | Preliminary Ending Fund Balance Unreserved |
|---|---|---|---|---|---|---|---|---|---|
| **SUMMARY BY FUND TYPE** | | | | | | | | | |
| | GENERAL FUND GROUP | $ 31,073,823 | $ 33,480,137 | 59% | $ 43,272,446 | 67% | $ (9,792,309) | $ 2,543,029 | $ 18,738,485 |
| | SPECIAL REVENUE GROUP | 14,165,307 | 10,458,546 | 70% | 9,152,179 | 53% | 1,306,367 | 3,182,846 | 12,288,828 |
| | DEBT SERVICE GROUP | 346,934 | 514,258 | 74% | 574,425 | 85% | (60,166) | 566,743 | (279,976) |
| | CAPITAL PROJECTS GROUP | 36,385,364 | 22,377,579 | 70% | 22,375,324 | 45% | 2,255 | 8,884,963 | 27,502,656 |
| | ENTERPRISE GROUP | 73,406,036 | 49,729,113 | 70% | 35,913,050 | 44% | 13,816,063 | 16,227,788 | 70,994,311 |
| | INTERNAL SERVICE GROUP | 18,246,169 | 10,271,373 | 71% | 10,281,572 | 65% | (10,200) | 885,610 | 17,350,360 |
| | **TOTAL ALL GROUPS** | **$ 173,623,633** | **$ 126,831,006** | **67%** | **$ 121,568,997** | **53%** | **$ 5,262,009** | **$ 32,290,979** | **$ 146,594,663** |

For Enterprise Funds: Unrestricted fund balance = Fund balance net of fixed assets and long-term liabilities.
*Unreserved fund balance includes bond proceeds reserved for projects listed in bond documents.
[1] Amount restricted for encumbrances, fixed asset replacement, long-term receivables, and bond reserves.

**City Manager's Signature Authority**
**Contracts and Agreements Between $25,000 to $75,000 Entered From 1/13/2025 to 5/1/2025**

| Vendor Name | Description of Service | Begin Date | End Date | Department | Amount |
|---|---|---|---|---|---|
| Mighty Tree Movers, Inc | Nordstrom Park Tree Relocation | 2/13/2025 | 3/31/2025 | PS | $28,150 |
| Law Offices of Susie Berlin | Consultant for Legal Services | 2/4/2025 | 6/30/2026 | CAO | $30,000 |
| Basin Research Associates, Inc | Completion of cultural resource compliance requirements | 3/24/2025 | 3/31/2026 | E&U | $30,000 |
| Roddick Pool Products, Inc | Pressure wash, polish and wax two slides at Aquatics Center | 4/8/2025 | 5/23/2025 | PS | $36,438 |
| Urban Field Studio- Berkeley | Assist with reviewing urban design elements for Housing project & reviewing urban design, conceptual | 4/8/2025 | 6/30/2027 | DS | $40,000 |
| Critical Incident Videos, Corp. | Technical expertise with assembling a critical incident video or other video as described | 4/23/2025 | 6/30/2027 | PD | $42,000 |
| Renaissance Entrepreneurship Center | Providing small business support services through classes, workshops, and one-on-one consulting | 4/23/2025 | 3/31/2025 | DS | $50,000 |
| DRYCO Construction, Inc | 2025 Parking Lot Seal Coat and Striping Project | 4/10/2025 | 7/11/2025 | PS | $57,456 |
| Bess Testlab, Inc dba Bess Utility Solutions | On-call ground penetrating radar services for locating underground | 2/13/2025 | 6/30/2027 | PS | $72,500 |
| Schaaf & Wheeler Consulting Civil Engineers | off-line basin to on-line (Butterfield Basin) | 3/24/2025 | 9/4/2025 | E&U | $74,472 |

CITY OF MORGAN HILL

# CITY COUNCIL STAFF REPORT
# MEETING DATE: May 21, 2025

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

## APPROVE REQUEST TO RENAME NOB HILL TRAIL PARK AFTER COMMUNITY MEMBER MARTY CHEEK OR PROVIDE ALTERNATIVE DIRECTION

### RECOMMENDATION(S)
Approve or do not approve the renaming of the Nob Hill Trail Park in recognition of Marty Cheek.

### COUNCIL PRIORITIES, GOALS & STRATEGIES
**City Council Ongoing Priorities**
Supporting our Youth, Seniors, and Entire Community

### REPORT NARRATIVE:
Marty Cheek was the co-founder and publisher of Morgan Hill Life, the local free newspaper delivered to residents throughout Morgan Hill. Morgan Hill life was focused and known for publishing news of the positive things that were occurring in our community and typically avoided negative news. Marty previously served as a Parks and Recreation Commissioner and supported numerous efforts to support the community in his role with Morgan Hill Life. Community member John McKay has requested the City Council rename the Nob Hill Trail Park to Marty Park, in recognition of Marty's work in the community. The letter outlining the request is included as Attachment 1.

Renaming of City facilities can occur with approval by the City Council. Council Policy CP-04-02 (Attachment 2) provides guidance to the Council on requests for renaming, including:

*Procedures for Naming Existing Facilities*
*The City does not normally rename existing parks, buildings, and other facilities. In the event that extraordinary circumstances result in the need to rename an existing facility, consideration shall primarily be given to:*
*1. An individual (living or deceased) who has made a significant land and/or monetary contribution to the City's public facilities and who has stipulated the name as a condition of the donation;*
*2. An individual (living or deceased) who has contributed outstanding civic service to the*

*City and who has not served in elected City office for a period of at least one year.*

City staff met with John McKay and discussed options for park renaming, which included the renaming of the entire park or the a dedication/recognition at a specific amenity such as a bench, tree or other item within the park. At that meeting Mr. McKay expressed his desire for the renaming of the entire park. Staff would like the Council to consider several factors before any renaming occurs based on past practice and equity in renaming City facilities.

1. Full facility renaming has occurred at two facilities in the last two decades. The renaming occurred for former mayors at the Morgan Hill "Dennis Kennedy" Aquatics Center and the Morgan Hill "Steve Tate" Library. In both cases, the Mayors were strong leaders in developing the plans to construct the facilities.
2. More recently, a specific area at the Community and Cultural Center (the Downtown Amphitheater) was approved for renaming as "Morgan Hill Rich Firato Downtown Amphitheater". Rich Firato was not instrumental in the construction of the Amphitheater but was a leader in the Chamber of Commerce that developed the Friday Night Music Series into the highly successful event it now is. While Rich was recognized for his community-wide philanthropy, he had a distinct connection in the advancement of the facility for which the renaming was approved.
3. Numerous long-standing community members and organizations have been approved for recognition at various locations throughout the City, but have not had parks or facilities named after them. For example, Ron and Shirley Locicero, are recognized at the Morgan Hill Magical Bridge Playground for their significant contributions to its construction and the Rotary Club of Morgan Hill have a slide and bridge named after the club in the Downtown Parks for its financial contributions and work towards those parks.
4. Funding for the physical changes associated with renaming of the facilities has come from funding raised by those requesting the renaming and not from the City.

There is no doubt that Marty Cheek made a significant contribution to our community and deserves recognition for that work. However, based on past practice and the direct link of the resident's contribution to the specific development of the community facility requesting the renaming, the Nob Hill Trail Park renaming may or may not be the most appropriate way to recognize Marty Cheek. An alternative could be to approve recognition of a specific amenity within the park space. If this option was selected by the City Council, a very specific monument could be dedicated which includes the specific efforts Marty Cheek made in support of bringing positive news and journalism to our community.

**COMMUNITY ENGAGEMENT:**

Collaborate

This item has been brought forward by a community member as a proposal to the Council.

**ALTERNATIVE ACTIONS:**
The Council has several alternatives, including:

1. Approve the renaming of the Nob Hill Trail Park to Marty Park, requiring all costs associated with renaming to be taken on by the requestor.
2. Approve alternate recognition of an amenity within the park area and delegate authority to City staff to work with the requestor to finalize exact recognition.
3. Delegate the item to the Parks and Recreation Commission to approve alternate recognition within the park area.
4. Do not approve the renaming request and take no other action.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**
There are no prior Council actions related to the renaming of the Nob Hill Trail Park.

**FISCAL AND RESOURCE IMPACT:**
There are no fiscal or resource impacts associated with this action, so long as the requestor is responsible for costs associated with renaming or recognition.

**CEQA (California Environmental Quality Act):**
Not a Project.
Administrative activities of governments that do not result in direct physical changes in the environment do not qualify as a project for purposes of CEQA.

February 21, 2025

Mark Turner
**Mayor, City of Morgan Hill**
17575 Peak Avenue
Morgan Hill, CA 95037

RE: Facility naming request, Third Street Creek Park

Dear Mayor Turner,

I would like to present at this time a proposal from a community member, me, to rename a City of Morgan Hill park. The park in mention is the Third Street Creek Park which has a very utilitarian name but I feel could better reflect the community of Morgan Hill.

I understand that the "renaming" of an existing park is something not normally done except under extraordinary circumstances. I think the passing of one of Morgan Hill's most beloved community members, Martin Gerhard Raymond Cheek, who was a journalists and newspaper publisher should rank as an extraordinary circumstance.

Marty was the co-founder and publisher of Morgan Hill Life which focused on the good being done in our community and broke the pattern of negative news covering the front page. He and the newspaper brought forth the real Morgan Hill for all to see, the Morgan Hill we all lived and breathed every day at our most fundamental level. Morgan Hill is not perfect and some warts were reported but the vast majority of life in Morgan Hill is good, really good, and Morgan Hill Life reflected that fact.

Marty used to walk to the top of the Third Street Creek Park on a regular basis early in the morning before most of the rest of us were still asleep warm in our beds. He used to love to look over the city from the perch by the Big Slide. Marty was also involved in working to save Henry Coe State Park during a difficult time in California State Parks history. Marty loved the outdoors and Morgan Hill was the perfect place for him to enjoy that passion with the parks and open space which are so abundant nearby.

I request the Third Street Creek Park be renamed the Martin Cheek Third Street Creek Park or an appropriate variation of that. I can just imagine hearing kids on bikes yelling to each other let's go to the "Marty Park", can't you?

Thank you for your time and consideration of this matter.

Sincerely,

*John K. McKay*

John K. McKay
Resident, Morgan Hill

# CITY OF MORGAN HILL
# CITY COUNCIL POLICIES AND PROCEDURES

**CP-04-02**

**SUBJECT:** **Naming of City Facilities**

**DATE:** **April 7, 2004, Reviewed June 27, 2007, Revised September 2, 2015**

**ORIGINATING DEPT:** **City Manager**

---

## BACKGROUND

The City of Morgan Hill has a number of planned new facilities and the City does not currently have a system in place to guide the naming of facilities.

## PURPOSE

The primary purpose of this policy is to provide guidance on the naming of facilities.

## POLICY

I. Process

The City Council shall be the decision-making body for the naming of parks, buildings, and public facilities.

II. Procedures for Naming New Facilities

In the naming of new parks, buildings, and other facilities, consideration shall primarily be given to:

1. Neighborhood, geographic, or common usage identification;
2. A natural or geological feature;
3. Significant historical events or cultural attributes;
4. A historical figure;
5. An individual (living or deceased) who has made a significant land and/or monetary contribution to the City's public facilities and who has stipulated the name as a condition of the donation;
6. An individual (living or deceased) who has contributed outstanding civic service to the City and who has not served in elected City office for a period of at least one year.

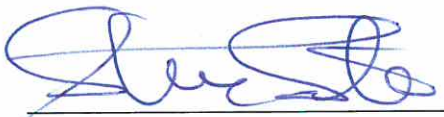
II. Procedures for Naming Existing Facilities

The City does not normally rename existing parks, buildings, and other facilities. In the event that extraordinary circumstances result in the need to rename an existing facility, consideration shall primarily be given to:

1. An individual (living or deceased) who has made a significant land and/or monetary contribution to the City's public facilities and who has stipulated the name as a condition of the donation;
2. An individual (living or deceased) who has contributed outstanding civic service to the City and who has not served in elected City office for a period of at least one year.

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

**APPROVED:**



**STEVE TATE, Mayor**