



**Mid-Year Goal Check-In Workshop
Regular Meeting**

City Council

<i>Mark Turner</i>	-	<i>Mayor</i>
<i>Marilyn Librers</i>	-	<i>Mayor Pro Tem</i>
<i>Soraida Iwanaga</i>	-	<i>Council Member</i>
<i>Yvonne Martínez Beltrán</i>	-	<i>Council Member</i>
<i>Miriam Vega</i>	-	<i>Council Member</i>

Wednesday, August 27, 2025

6:00 p.m.

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

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

MEETING PARTICIPATION

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

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

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

Written public comment may be submitted to the City Clerk:

- In person at the City Council Meeting;
- Via email to ccpubliccomment@morganhill.ca.gov; or
- Hand delivered or mailed to the City Clerk at 17575 Peak Avenue, Morgan Hill, CA 95037

Please email your comments to the City Clerk no later than 3:00 p.m. on Tuesday (the day before the City Council meeting) so that your comments can be submitted to the members of the City Council with sufficient time to review them. You may continue to provide written comments up to noon on Wednesday (the day of the meeting), although Council Members may not have sufficient time to review them before the meeting. Public comments submitted to the City Clerk after noon (12:00 p.m.) the day of the meeting will be provided to the City Council as time allows.

Written comments WILL NOT be read aloud during the City Council Meeting. Please note that written comments are posted on the City's website. It is recommended that you do not include any personal information that you do not want to be posted on the web. Please be advised that communications directed to the City Council are public records and are subject to disclosure pursuant to the California Public Records Act and Brown Act unless exempt from disclosure under the applicable law. Communications will NOT be edited for redactions and will be printed/posted as submitted.

AMERICANS WITH DISABILITIES ACT (ADA)

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (408)779-7259 or by email at cityclerk@morganhill.ca.gov. Requests must be made as early as possible and at least two full business days before the start of the meeting.

CALL TO ORDER

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

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. **APPROVE THE JUNE 18, 2025, JUNE 25, 2025, JULY 7, 2025, and JULY 22, 2025 CITY COUNCIL MEETING MINUTES.**

Recommendation:

Approve the June 18, 2025, June 25, 2025, July 7, 2025, and July 22, 2025 City Council meeting minutes.

2. **AUTHORIZE AMENDMENT TO JOINT USE AGREEMENT AND ACCEPT DONATIONS TO ALLOW FOR THE INSTALLATION OF TREES ALONG THE WEST LITTLE LLAGAS CREEK TRAIL SOUTH OF WATSONVILLE ROAD**

Recommendation:

1. Authorize the City Manager to execute an amendment to the West Little Llagas Creek Trail Joint Use Agreement with Valley Water to allow for the planting of trees along the trail;
2. Accept a donation of trees from Google valued at \$10,000; and
3. Accept a donation from the Rotary Club of Morgan Hill of \$25,000 to be used towards irrigation for the new trees.

WORKSHOP

3. CITY COUNCIL MID-YEAR GOAL CHECK-IN

Recommendation:

Receive and review departmental updates, strategic priority workplan status updates, and Sustainable Morgan Hill priorities; and provide any desired changes to the workplan and Sustainable Morgan Hill priorities.

ADJOURNMENT

NOTICE

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

PUBLIC COMMENT

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

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

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

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

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

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

SUSTAINABLE MORGAN HILL



Vision

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

Choose Morgan Hill

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

Strategic Priorities 2024-2025

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

City Council Ongoing Priorities

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



City Council

Meeting Minutes

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

Wednesday, June 18, 2025

**Special meeting at 5:00 p.m. for a Closed Session at the address below:
City Hall, Grand Conference Room 17575 Peak Avenue, Morgan Hill, CA 95037**

**Regular meeting at 6:00 p.m. at the address below:
Council Chamber Building, West Conference Room 17555 Peak Avenue, Morgan
Hill, CA 95037**

SPECIAL/REGULAR MEETING

A special meeting of the City Council was 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

Mayor Turner called the Special City Council meeting to order at 5:00 p.m.

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow called the roll.

PRESENT	Mark Turner, Yvonne Martinez Beltran, Soraida Iwanaga, Marilyn Librers, Miriam Vega
ABSENT	None

DECLARATION OF POSTING AGENDA

City Clerk Michelle Bigelow declared the posting of the agenda.

CLOSED SESSION

Assistant City Attorney Cynthia Hasson announced the closed session item.

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant Exposure to Litigation § 54956.9(d)(2)

One case

One potential action involving significant exposure to litigation pursuant to Section 54956.9 (d)(2); facts and circumstances are known under Section 54956.9 (e) (2) - complaint of inappropriate conduct made by Mayor Pro Tem Yvonne Martinez Beltran

OPPORTUNITY FOR PUBLIC COMMENT

Public comment opened at 5:02 p.m. There being no requests to speak, public comment closed.

ADJOURN TO CLOSED SESSION

The special meeting adjourned to closed session at 5:02 p.m.

Mayor Turner and City Manager Turner left the closed session.

Mayor Pro Tem Martinez Beltran arrived at 5:05 p.m. City Manager Turner and Mayor Turner were called back into the closed session.

Mayor Turner, Mayor Pro Tem Martinez Beltran, and City Manager Turner then left the closed session at 5:10 p.m.

REGULAR MEETING

The regular meeting convened at 6:02 p.m.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

RECOGNITIONS

Malisha Kumar
Sunday Minnich

PROCLAMATIONS

Juneteenth Proclamation

CITY COUNCIL REPORTS

Mayor Pro Tem Martinez Beltran spoke about the community action event for immigration rights that took place before the meeting. She also spoke about meeting with other elected officials and community leaders on ways to address immigration challenges. She reminded the community that there is AB54 and that the City does not work with federal immigration. She concluded by sharing ways that the community can help.

CITY MANAGER'S REPORT

City Manager Christina Turner shared the following updates:

July is Parks and Recreation Month!

Celebrate with free, fun activities all month long. Visit mhrecreation.com or the City website for details. Kick things off early at Summer Fun in the Park on Saturday, June 28, 4–7 p.m. at Galvan Park with games, performances, face painting, music, a bounce house, and more! Thanks to the Edward Boss Prado Foundation, the first 200 attendees get free food!

AC/CRC Membership is Climbing!

We're ending June with our highest membership numbers since the pandemic. Not a member yet? Visit MHCRC.com or stop by the Community & Aquatics Centers. Summer's a great time to focus on fitness, wellness, and making new friends.

Morgan Hill Shines!

The Edes/Cura Gallery, designed by KTGy, just won multiple awards in the prestigious 2025 Gold Nugget Awards, including Best Commercial Project. More at openpr.com.

Summer Kickoff with the Bay Area Panthers – June 19

From 4 to 8 p.m. on 3rd Street Downtown, enjoy football fun with the Bay Area Panthers—interactive zone, meet the players, music, giveaways, photo ops, and a local open-air market!

National Night Out – August 5

Join us from 5 to 8 p.m. at the Civic Center Plaza for free kids' activities, community resources, and a chance to connect with our public safety teams.

Congratulations to Kim Mancera!

We're proud to share that our very own Deputy City Clerk, Kim Mancera, has been selected as the new City Clerk for the City of Gilroy!

Kim has been an invaluable part of the Morgan Hill team, bringing professionalism, heart, and a deep commitment to public service. While we'll miss her immensely, we're thrilled to see her take this well-deserved next step in her career. Gilroy is gaining a truly outstanding public servant.

CITY ATTORNEY'S REPORT

Assistant City Attorney Cynthia Hasson shared that there was no reportable action from the closed session and that the session will be continued to June 25 or the next meeting thereafter.

OTHER REPORTS

Council Member Librers shared that she attended a Good Governance training session put on by the City of Sunnyvale last week. She also chaired her first Habitat meeting.

Council Member Vega shared that she also attended the Good Governance session. She mentioned that she also serves on the Habitat Agency Board, and she recently learned that the property she grew up on was purchased for preservation by the Habitat Agency, meaning that it will always remain open space.

Council Member Iwanaga also attended the Good Governance session and shared that it set a good example for those of us who are public servants, and how to work well together. She also shared that she will be taking a tour of the Carpenter's training site tomorrow.

Mayor Turner shared that he recently presented to the Youth Leadership Morgan Hill Program about leadership. He attended the Butterfield Fire Station ribbon cutting last weekend. He also attended a meeting about wildfire mitigation and early prevention discussion in Gilroy. He announced that he is working with volunteers on a project for Christmas 2025 and shared that they will have a float in the 4th of July parade.

PUBLIC COMMENT

Public comment opened at 6:21 p.m.

Krista Rupp was called to speak.

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

ADOPTION OF AGENDA

MOTION:

Adopting the agenda as posted.

RESULT:	Passed
MOVER:	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

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 through 10.

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

1. **ADOPT RESOLUTION ESTABLISHING THE GANN (PROPOSITION 4) APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-26**

Recommendation:

Adopt Resolution establishing the Gann (Proposition 4) appropriations limit for Fiscal Year 2025-26

2. **ADOPT RESOLUTION TO SUPPORT GRANT FUNDING FOR DOWNTOWN ELECTRIC VEHICLE (EV) CHARGING FROM THE METROPOLITAN TRANSPORTATION COMMISSION**

Recommendation:

Adopt resolution of support for grant funding from the Metropolitan Transportation Commission for Downtown EV Charging in the amount of \$1,052,000.

3. **APPROVE AMENDMENT TO BURR PLUMBING AND PUMPING, INC. ON-CALL MAINTENANCE SERVICE AGREEMENT**

Recommendation:

Authorize the City Manager to execute a fifth amendment to the maintenance service agreement with Burr Plumbing and Pumping, Inc., extending the term of the agreement to June 30, 2026 and increasing the amount of the agreement to \$407,625.

4. **APPROVE CONSULTANT AGREEMENTS WITH ACHIEVEMENT ENGINEERING CORPORATION AND TWINING, INC., IN THE AMOUNT OF \$750,000 EACH FOR ON-CALL GENERAL COMPACTION TESTING AND SPECIAL INSPECTION SERVICES FOR VARIOUS CAPITAL IMPROVEMENT PROGRAM PROJECTS**

Recommendation:

Approve and authorize the City Manager to execute and administer agreements to provide on-call general compaction testing and special inspection services for various Capital Improvement Program Projects with Achievement Engineering Corporation and Twining, Inc. in the amount of \$750,000 each for three year

terms.

5. **APPROVE THE JUNE 4, 2025, SPECIAL/REGULAR CITY COUNCIL MEETING MINUTES**

Recommendation:

Approve the June 4, 2025, Special/Regular City Council Meeting Minutes.

6. **APPROVE THE PURCHASE OF A 150KW TRAILER-MOUNTED PORTABLE DIESEL GENERATOR IN THE AMOUNT OF \$169,150 FROM ECB SOLUTIONS, LLC**

Recommendation:

Approve and authorize the City Manager to execute a purchase order to ECB Solutions, LLC in the amount of \$169,150 for the purchase of a 150kw trailer-mounted portable diesel generator for the Utilities Division.

7. **AUTHORIZE THE CITY MANAGER TO EXECUTE AND ADMINISTER A CONSULTANT SERVICES AGREEMENT WITH BUREAU VERITAS FOR THE COMPLETION OF AN ADA TRANSITION PLAN UPDATE**

Recommendation:

Authorize the City Manager to execute and administer a consultant services agreement with Bureau Veritas for the completion of an ADA Transition Plan Update in the amount of \$96,687.

8. **AUTHORIZE THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH THE COUNTY OF SANTA CLARA FOR SOUTH COUNTY YOUTH TASK FORCE FUNDING**

Recommendation:

Authorize the City Manager to further negotiate, execute, and administer a service agreement with the Santa Clara County District Attorney's Office to receive and administer grant funding in support of the South County Youth Task Force.

9. **AUTHORIZE THE CITY MANAGER TO EXECUTE GRANT AGREEMENTS WITH SILICON VALLEY CLEAN ENERGY**

Recommendation:

Authorize the City Manager to further negotiate, execute, and administer a \$1 million decarbonation grant and \$100,000 education grant from Silicon Valley Clean Energy.

10. **AWARD COUNCIL CHAMBER BUILDING ROOF REPLACEMENT PROJECT**

Recommendation:

1. Award contract to Diablo Roofing, Inc. in the amount of \$392,200; and
2. Authorize the expenditure of contingency funds in an amount not to exceed \$78,440; and
3. Authorize the City Manager to execute and administer the construction contract with Diablo Roofing, Inc.

ITEM PULLED FOR DISCUSSION

11. CONSIDER CITY POSITION ON PENDING STATE LEGISLATION

Recommendation:

1. Consider supporting AB 650 (Papan) Planning and zoning: housing element: regional housing needs allocation;
2. Consider opposing SB 79 (Wiener) Housing development: transit-oriented development: California Environmental Quality Act: public transit agency land; and
3. Direct staff to submit letters in support of AB 650 and in opposition of SB 79 to the appropriate representatives.

City Manager Christina Turner provided a report.

Public comment opened at 6:30 p.m.

Armando Benavides 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 Iwanaga
AYES:	Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Libreros, Council Member Vega
NAYS:	None
ABSTAIN:	None
ABSENT:	None

OTHER BUSINESS

12. ADOPTION OF A RESOLUTION APPROVING AN EXCEPTION TO THE

CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) 180-DAY WAITING PERIOD TO HIRE DONALD LARKIN AS A RETIRED ANNUITANT CITY ATTORNEY, APPROVAL OF CONTRACT WITH BURKE WILLIAMS & SORENSEN, LLP FOR CITY ATTORNEY CONTRACT SERVICES AND ELECTED OFFICIALS AND COUNCIL APPOINTED SALARY SCHEDULE

Recommendation:

1. Adopt resolution approving an exception to the 180-day waiting period, set forth by CalPERS, to hire Donald Larkin as a retired annuitant City Attorney;
2. Approve contract with Burke Williams & Sorensen, LLP for Donald Larkin to perform City Attorney contract services; and
3. Approve Elected Officials and Council Appointed salary schedule.

Human Resources Director Michael Horta provided a report.

Public comment opened at 6:54 p.m. The following people were called to speak:

Armando Benavides

Sally Casas

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

MOTION:

Approving the recommended actions.

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

The meeting recessed at 7:04 p.m. and reconvened at 7:15 p.m.

13. APPROVE COMMUNITY FUNDING LEVELS FOR FISCAL YEAR 2025-26 FOR THE REMAINING APPLICATIONS AND RECEIVE COUNCIL DIRECTION TO REVIEW SERVICE PRIORITIES, EVALUATE POTENTIAL REVENUE MEASURES, AND CONDUCT COMMUNITY ENGAGEMENT

Recommendation:

1. Approve funding levels for FY2025-26 Community Funding for the

- remaining Applications;
- 2. Provide direction on timing for future Community Funding Application Review;
- 3. Provide direction on any policy updates to the Community Funding Policy as desired by the City Council; and
- 4. Receive Council direction to review service priorities, evaluate potential revenue measures, and conduct Community Engagement.

City Manager Christina Turner provided a report and presentation. Finance Director Dat Nguyen and Public Services Director Chris Ghione answered questions.

Public comment opened at 7:47 p.m. The following people were called to speak:

Suman Ganapathy
 Mattie Scariot
 Armando Benavides
 Ernesto G.
 Efrain Antonio
 Kathy Sullivan

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

MOTION:

Approving funding the remaining 14 applications at the FY24-25 funding levels, directing that community funding applications and details will be included in the Budget Development or Mid-Cycle Budget Review process with a minimum of 60 days before the new fiscal year, whichever is earlier; discussing community funding policy updates when they come before the Council following the same timing as the applications and details; and directing staff to review service priorities, evaluate potential revenue measures, and conduct community engagement in the fall.

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

PUBLIC HEARINGS

14. ADOPT RESOLUTION ORDERING ANNUAL ASSESSMENTS AND RELATED ACTIONS FOR CITY OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1 (DISTRICT)

Recommendation:

1. Open and close the public hearing; and
2. Adopt resolution confirming Fiscal Year (FY) 2025-26 annual assessments and ordering the levy of assessments for the District.

Council Member Iwanaga and Assistant City Attorney Cynthia Hasson recused themselves due to a conflict of interest and stepped away from the dais.

Maintenance Manager Keri Russell provided a report.

The public hearing opened at 8:18 p.m. There being no requests to speak, the public hearing closed.

MOTION:

Approving the recommended actions.

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

15. AUTHORIZE A CHANGE ORDER FOR THE ENERGY SERVICES CONTRACT WITH SYSERCO ENERGY SOLUTIONS, INC. TO THE CITYWIDE SOLAR SYSTEMS PROJECT FOR THE REPAIR OF THE CENTENNIAL RECREATION CENTER (CRC) SOLAR SYSTEM IN THE AMOUNT OF \$243,600

Recommendation:

1. Open and close the Public Hearing;
2. Authorize a Change Order for the repair of the CRC at a cost of \$243,600;
3. Adopt a resolution appropriating \$243,600 from the Building Replacement Fund (741); and
4. Adopt a resolution making findings in compliance with California Government Code Section 4217.12 on Energy Conservation Contracts.

Public Services Director Chris Ghione provided a report.

The public hearing opened at 8:22 p.m. There being no requests to speak, the

public hearing closed.

MOTION:

Approving the recommended actions.

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

FUTURE COUNCIL INITIATED AGENDA ITEMS

Mayor Pro Tem Martinez Beltran requested an item related to immigration, seeking City support for “Know Your Rights” education efforts, City support for funds to assist individuals facing immigration challenges, and the role of local law enforcement as a stopgap resource.

Mayor Pro Tem Martinez Beltran requested a discussion on tobacco locations throughout the city.

ADJOURNMENT

There being no further business, Mayor Turner adjourned the meeting at 8:23 p.m.

Minutes Prepared by:

Michelle Bigelow, City Clerk



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, June 25, 2025

6:00 p.m.

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

****Please note: The only item on this agenda is a continuation of a previous closed session item. There will be no regular open session items discussed or considered.****

CALL TO ORDER

The meeting was called to order at 6:00 p.m.

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow called the roll.

PRESENT	Yvonne Martinez Beltran, Soraida Iwanaga, Marilyn Librers, Miriam Vega
EXCUSED	Mark Turner

DECLARATION OF POSTING AGENDA

City Clerk Michelle Bigelow declared the posting of the agenda.

PUBLIC COMMENT

Public comment for items not on the agenda opened at 6:01 p.m.

Brian Sullivan was called to speak.

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

CONTINUED CLOSED SESSION

Assistant City Attorney Hasson read the closed session into the record.

The meeting adjourned to closed session at 6:02 p.m.

Mayor Pro Tem Martinez Beltran left the closed session.

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant Exposure to Litigation § 54956.9(d)(2)

One case

One potential action involving significant exposure to litigation pursuant to Section 54956.9 (d)(2); facts and circumstances are known under Section 54956.9 (e) (2) - complaint of inappropriate conduct made by Mayor Pro Tem Yvonne Martinez Beltran

ADJOURNMENT

Assistant City Attorney Cynthia Hasson shared that there was no reportable action.

The meeting adjourned at 7:05 p.m. to Monday, July 7, 2025 at 5:00 p.m.



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

Monday, July 7, 2025

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

CONTINUED CLOSED SESSION

The closed session convened at 5:00 p.m.

Council Members Iwanaga, Vega, and Librers were present along with Assistant City Attorney Hasson.

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant Exposure to Litigation § 54956.9(d)(2)

One case

One potential action involving significant exposure to litigation pursuant to Section 54956.9 (d)(2); facts and circumstances are known under Section 54956.9 (e) (2) - complaint of inappropriate conduct made by Mayor Pro Tem Yvonne Martinez Beltran

The City Council took the following actions on a 3-0 vote (Mayor Turner and Mayor Pro Tem Martinez Beltran were conflicted and did not participate):

1. They waived the attorney-client and work product privileges for the limited purpose of responding to Public Records Act requests for the report, and directed staff to make the report public without redaction (except for legally required redactions to the police report).
2. They voted to refer the report to the Fair Political Practices Commission for further review.
3. They voted to refer the report to the Civil Grand Jury for further review.
4. They requested a session with a consultant to discuss the functioning of the City Council.
5. In light of the totality of the circumstances, the Council voted to schedule a

special meeting on July 22, 2025, at 6:00 pm. to present the report in open session. The City's retained counsel will make a presentation, Shelline K. Bennett from the law firm of Liebert, Cassidy and Whitmore.

There being no further business, the meeting adjourned at 6:37 p.m.

Minutes Prepared By:

Michelle Bigelow, City Clerk/PIO



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

Tuesday, July 22, 2025

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

JULY 7, 2025 SPECIAL CITY COUNCIL MEETING CLOSED SESSION REPORT OUT

The City Council took the following actions on a 3-0 vote (Mayor Turner and Mayor Pro Tem Martinez Beltran did not participate):

1. They waived the attorney-client and work product privileges for the limited purpose of responding to Public Records Act requests for the report, and directed staff to make the report public without redaction (except for legally required redactions to the police report).
2. They voted to refer the report to the Fair Political Practices Commission for further review.
3. They voted to refer the report to the Civil Grand Jury for further review.
4. They requested a session with a consultant to discuss the functioning of the City Council.
5. In light of the totality of the circumstances, the Council voted to schedule a special meeting on July 22, 2025, at 6:00 pm. to present the report in open session. The City's retained counsel, Shelline K. Bennett from the law firm of Liebert, Cassidy, Whitmore, will make a presentation.

PROCEDURAL OVERVIEW FOR THIS AGENDA

To ensure a clear and orderly process, the following procedures will be followed for this agenda:

1. The City Attorney will run the meeting.
2. Outside Counsel, Shelline K. Bennett of Liebert, Cassidy, Whitmore, will provide a presentation.
3. Mayor Pro Tem Martínez Beltrán and Mayor Turner will be allowed seven minutes each to comment.
4. The public will be allowed one minute each to comment.
5. Council Members will be allowed five minutes each to comment.
6. No questions from the Mayor, Council, or community will be allowed.

CALL TO ORDER

City Attorney Larkin called the City Council meeting to order at 6:02 p.m.

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow called the roll.

PRESENT	Soraida Iwanaga, Marilyn Librers, Miriam Vega
ABSENT	Yvonne Martinez Beltran
PRESENT IN INDIVIDUAL CAPACITY	Mark Turner

Mayor Turner was in attendance as an involved party, not as an unbiased member of the City Council.

DECLARATION OF POSTING AGENDA

City Clerk Michelle Bigelow declared the posting of the agenda.

OTHER BUSINESS

1. Receive Report Regarding the Complaint of Mayor Pro Tem Yvonne Martínez Beltrán

Recommendation:

1. Receive the Report from Outside Counsel
2. Receive Response from Mayor Pro Tem Martinez Beltran (7 Minutes)
3. Receive Response from Mayor Turner (7 Minutes)
4. Receive Public Comment (1 Minute Each)

5. Receive Council Comments (5 Minutes Each)

Outside Counsel Shelline Bennett with Liebert Cassidy Whitmore provided a report.

Mayor Pro Tem Martinez Beltran's representative was called to speak, but no one presented themselves.

Mayor Turner was called to speak at 6:23 p.m.

Public comment opened at 6:30 p.m. The following people were called to speak:

Margarita Castillo

Erika Mejia

Nick Gaich

Ronny Parede Jasso

Michelle McKay, on behalf of Gary Ponzini

Fawn Myers

Kathy Sullivan

Jim Yinger

Brian Sullivan

Tanaya Rose

Elizabeth Martinez

David Dindak

Armando Benavides

Ron Locicero

Kathy Chavez Napoli

Laura Nuno

Chris Robell

Tere Johnson

Marby Lee

Ron Kirkish

Maria Aguilar

Sean Allen

Augustine Alvaraz

Lisa Faria

Tammie Peters

Teresa Hernandez

Dori Prado

John McKay

Ivonne Estrada (Zoom)

Phil Lockwood (Zoom)

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

Council Member Librers was called to speak at 7:04 p.m.

Council Member Iwanaga was called to speak at 7:07 p.m.

Council Member Vega was called to speak at 7:10 p.m.

No action was taken.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:15 p.m.

Minutes Prepared by:

Michelle Bigelow, City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: August 27, 2025

PREPARED BY:

Chris Ghione, Public Services Director

APPROVED BY: City Manager

AUTHORIZE AMENDMENT TO JOINT USE AGREEMENT AND ACCEPT DONATIONS TO ALLOW FOR THE INSTALLATION OF TREES ALONG THE WEST LITTLE LLAGAS CREEK TRAIL SOUTH OF WATSONVILLE ROAD

RECOMMENDATION(S)

1. Authorize the City Manager to execute an amendment to the West Little Llagas Creek Trail Joint Use Agreement with Valley Water to allow for the planting of trees along the trail;
2. Accept a donation of trees from Google valued at \$10,000; and
3. Accept a donation from the Rotary Club of Morgan Hill of \$25,000 to be used towards irrigation for the new trees.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Protecting the Environment and Preserving Open Space and Agricultural Land

Maintaining and Enhancing Infrastructure

Supporting our Youth, Seniors, and Entire Community

2024-2025 Strategic Priorities

Healthy Community

Guiding Documents

Bikeways, Trails, and Recreation Master Plan

REPORT NARRATIVE:

The City has received donation offers from the Rotary Club of Morgan Hill and Google to provide funding and trees to enhance the canopy on the West Little Llagas Creek Trail between Watsonville Road and Middle Avenue. The land on which the West Little Llagas Creek Trail is owned by Valley Water and adjacent to the flood control channel that Valley Water constructed there. The City operates and maintains the trail through a joint use agreement with Valley Water. In order for the City to plant the trees along the trail, an amendment to the joint use agreement is required. This amendment is included as Attachment 2.

The proposed donation from Rotary and Google came in response to the Mayor presenting this project to both organizations. Rotary will be contributing funds totaling \$25,000, which will be used to fund the new water service connection and irrigation line to the trees. Google will be donating 23-25 trees that are comprised of Western Red Bud and Coast Live Oak Trees. The tree donation is valued at \$10,000.

COMMUNITY ENGAGEMENT:

Empower

This project has come forward based on donations and funding developed by a community organization. It will support enhanced beautification and shade, which have been regular resident requests on the new trail.

ALTERNATIVE ACTIONS:

The City Council could choose to not approve the actions in this report and not move forward with the tree planting efforts.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council has completed numerous actions to partner with Valley Water on the use of the West Little Llagas Creek Trail, including approving a cost-sharing agreement on September 23, 2020 for the construction of the section of the trail south of Watsonville Road.

FISCAL AND RESOURCE IMPACT:

It is estimated that the capital costs associated with the project will be covered by the donations provided to the City. The City will have ongoing water costs associated with the project during the establishment of the trees, which are estimated at hundreds of dollars annually for the first 5 years of tree establishment. Maintenance of pruning the trees will cost several thousand dollars once every 5–7 years.

CEQA (California Environmental Quality Act):

Categorical Exemption

Planting of new trees for this project is categorically exempt per Class 4 - Minor Alterations to Land.

Project Location Map

West Little Llagas Creek Trail Trees



Google Earth

Image © 2025 Airbus

**AMENDMENT NO. 1
TO THE JOINT USE AGREEMENT
Between City of Morgan Hill and Santa Clara Valley Water District
For West Little Llagas Creek between Monterey Road and Ciolino Avenue**

This Amendment No. 1 to the JOINT USE AGREEMENT A4201M between City of Morgan Hill and Santa Clara Valley Water District for West Little Llagas Creek between Monterey Road and Ciolino Avenue in association with the Upper Llagas Creek Flood Protection Project is made and entered into this _____ day of _____, 2025 ("Effective Date") by and between the CITY OF MORGAN HILL ("City"), a municipal corporation of the State of California, and the SANTA CLARA VALLEY WATER DISTRICT ("District"), a special district created by the California Legislature.

RECITALS

- A. The City and District entered into an agreement entitled "JOINT USE AGREEMENT between City of Morgan Hill and Santa Clara Valley Water District for West Little Llagas Creek between Monterey Road and Ciolino Avenue in association with the Upper Llagas Creek Flood Protection Project" dated September 28, 2018 (A4201M) ("Agreement"). The term of this Agreement (including the rights and obligations contained therein) is twenty-five (25) years commencing on the agreement effective date.
- B. The City and District desire to update certain provisions of the Agreement to address City proposed tree plantings and associated maintenance responsibilities.

In consideration of the above Recitals and the following mutual covenants and obligations, the parties do hereby agree to amend the Agreement as follows:

**Amendment No. 1
Agreement Provisions**

- 1. Add to "1) Scope of License Grant to City" subsection "d." as follows: "d. To plant and maintain trees per the terms in Exhibit B attached hereto."**
- 2. All provisions of the Original Agreement, except as modified by this Amendment No.1, remain in full force and effect, and are reaffirmed.**

WITNESS THE EXECUTION HEREOF, the day and year first hereinabove written.

CITY OF MORGAN HILL
A Municipal Corporation

SANTA CLARA VALLEY WATER DISTRICT
a California Special District

By: _____
City Manager

By: _____
Melanie Richardson, P.E.
Interim Chief Executive Officer

Approved as to form:

Approved as to form:

City Attorney

Susana Inda
District Counsel

Approved:

Finance Director/Risk Manager

ATTEST:

ATTEST:

City Clerk

Candice Kwok-Smith
Clerk/Board of Directors

Exhibit B

Tree Planting and Maintenance Requirements:

1. City Responsibilities:

- a. Any trees planted by City are considered City Improvements as referred to in this Agreement.
- b. City is responsible for the installation of all District approved trees.
- c. City is responsible for the installation and maintenance of any and all District-approved trees and irrigation systems per District requirements.
- d. All complaints associated with planted trees shall be responded to and addressed by the City.

2. Approvals:

- a. City must obtain prior approval from the District for the planting of any trees within the Premises, including but not limited to the location and species before the initial tree planting and for any future replacement plantings.

3. Tree Placement Requirements:

- a. No trees may be planted within 75 feet on either side of an ingress ramp.
- b. No trees may be planted within at least 10 feet on either side of an irrigation standpipe.
- c. No trees may be planted directly in front of an outfall.
- d. City is not permitted to plant invasive tree species, including but not limited to Acacia spp., Locust spp., Ash spp., Privet spp., Palm spp., Holly Oak, Olive, Tree of Heaven, and Pepper spp.

4. Irrigation Requirements:

- a. All approved irrigation lines must be buried to prevent damage from Valley Water maintenance activities.
- b. Any leaks communicated to the City by District staff shall be repaired within one week.

5. Maintenance Requirements:

- Any soil or vegetation imported into the Premises must come from a District-approved nursery or be independently tested for Phytophthora before the initial planting and any future replanting.
- Trees shall be pruned according to International Society of Arboriculture (ISA) standards.
- Trees or branches may not encroach upon Valley Water's maintenance road. Branches must not extend into the service road up to a height of 14

feet. Adjustments to this requirement may be made with District approval.

- A biological assessment must be conducted prior to pruning to assess for nesting birds and other ecological considerations. Nesting birds shall be given work buffers, consistent with the Migratory Bird Treaty Act and other state and local regulations.
- Dead and fallen trees and debris shall be promptly removed.
- The use of herbicides is prohibited.
- City must maintain tree wells, including weeding and mowing.
- Any temporary stakes, cages, fabric, or other materials used during the tree establishment period must be removed once no longer needed and properly disposed of.
- As applicable, City must ensure that tree canopies are lifted to allow the District to inspect the inboard levee. Tree limbs must not touch or obstruct the levee surface.

JOINT USE AGREEMENT

Between

City of Morgan Hill and Santa Clara Valley Water District

For

**West Little Llagas Creek between Monterey Road and Ciolino Avenue
in association with the Upper Llagas Creek Flood Protection Project**

SANTA CLARA VALLEY WATER DISTRICT, a California Special District created by the California Legislature, hereinafter referred to as "District;" and CITY OF MORGAN HILL, a municipal corporation of the County of Santa Clara, hereinafter referred to as "City", AGREE as follows:

RECITALS:

- A. WHEREAS, District is the owner of certain real property (hereinafter "the Premises"), shown on "Exhibit A" attached hereto, so marked and by this reference made a part hereof. The Premises are located along West Little Llagas Creek from Monterey Road northwesterly to Ciolino Avenue within the City of Morgan Hill; and
- B. WHEREAS, on June 10, 2014, District's Board of Directors certified a Final Environmental Impact Report (Final EIR) and approved its Upper Llagas Creek Flood Protection Project (District Project) as lead agency pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et. seq.); and
- C. WHEREAS, District is currently proceeding with the permitting phase of its Upper Llagas Creek Flood Project (District Project), within its right-of-way. After permits are issued, District will subsequently advertise for bids and award contracts for construction of the District Project anticipated to take an estimated five (5) years to complete construction; and
- D. WHEREAS, the District is required to maintain the District Project in accordance with the Resource Agency approved Mitigation and Monitoring Plan (MMP) for a 10-year period following completion of construction needed to meet required success criteria, including a 3-year mitigation planting establishment period; and
- E. WHEREAS, District shall grant a conservation easement to the City within a portion of the Premises in accordance with pending execution of the purchase and sale agreement by and between the District and County of Santa Clara for an approximately 53-acre property commonly known as Lake Silveira, located with the City of Morgan Hill (APN's 779-03-114, 779-06-030, 779-49-014, and 779-06-032) (Conservation Easement); and

- F. WHEREAS, District shall also grant a perpetual wetlands mitigation easement to a grantee designated by the United States Army Corps of Engineers over and up to sixteen acres (Mitigation Easement) entirely within the Conservation Easement; and
- G. WHEREAS, the Conservation Easement is subordinate to the Mitigation Easement; and
- H. WHEREAS, City has an interest in using Premises after the construction of District Project to enable City to provide certain recreational opportunities to the public that do not unreasonably interfere with the District's mission of flood protection, water resource management, and stream stewardship; and
- I. WHEREAS, the parties have previously executed the following Joint Use Agreements (JUA) along West Little Llagas Creek that will be superseded upon the execution of this Agreement:
 - a. A2905M (Portion): Edmundson Avenue to LaCrosse Drive executed 12/20/2004 for a term of 25 years;
 - b. A3046RE: Edes Court and Edmundson Avenue executed 7/11/2006 for a term of 25 years;
 - c. A3221M: LaCrosse Drive to Watsonville Road executed 9/9/2008 for a term of 25 years;
 - d. A3414M: Edes Court to Spring Avenue executed 10/26/2010 for a term of 25 years; and
- J. WHEREAS, the parties find it to be in the public interest to provide for joint use of the Premises by means of an Agreement under the following terms and conditions;

Now, therefore, the parties agree as follows:

- 1) **Scope of the License Grant to City.** Subject to the terms and conditions of this Agreement, and contingent upon District's grant of a conservation easement to City as set forth above, District hereby grants to City a non-exclusive license to access and do any or all of the following on the Premises:
 - a. To construct, operate, maintain, repair, replace, and remove City Improvements for recreational purposes on the Premises including, but not limited to, asphalt concrete surfaced pedestrian and bicycle trails, pedestrian bridges, fencing, fixture (trash receptacles, benches etc.) and signage. The construction of such City Improvements shall require prior review and approval by District as signified by issuance of a Water Resources Protection Ordinance Encroachment Permit ("District Permit"), and shall be compliant with all applicable legal and permitting requirements. It is fully understood and agreed that District in its reasonable discretion may approve or disapprove a request for any permit to construct any City Improvement on the Premises.

- b. To provide non-motorized bicycling, walking, jogging and hiking activities in accordance with all applicable legal and permitting requirements to the extent such activities do not interfere with the District's mission of flood protection, water resource management, and stream stewardship.
 - c. To host special recreational events (e.g., races) that may include an otherwise restricted component such as allowing private vehicular access for safety purposes, so long as City first receives a District Permit to host that event.
- 2) **Subordination to Conservation Easement and Mitigation Easement.** To the extent this Joint Use Agreement conflicts with any provisions of the Mitigation Easement, the terms of the Mitigation Easement shall prevail. To the extent this Joint Use Agreement conflicts with any provision of the Conservation Easement, the terms of the Conservation Easement shall prevail. To the extent this Joint Use Agreement conflicts with any provisions of the MMP, the terms of the MMP shall prevail.
- 3) **Prohibited Uses of Trail.** City shall post notices at all trail entrances that notify users of the trail that the following activities are prohibited:
- Entry of motor vehicles (except for maintenance, emergency, and enforcement vehicles and mobility devices otherwise allowed by law)
 - Unleashed dogs

Subject to the foregoing prohibitions and any other restrictions set forth in this Agreement, City shall have the sole authority to adopt any trail rules and regulations pursuant to City of Morgan Hill Municipal Code for any City Improvements on the Premises that will not interfere with District's mission of flood protection, water resource management, and stream stewardship.

- 4) **Trash and Litter Removal.** City will provide for trash removal on the Premises that is reasonably likely to have been generated from the public's use of the Trail or access to the Premises. City will be responsible for providing sufficient number of trash receptacles, timely maintaining, servicing, emptying trash receptacles, including removing litter/trash and rubbish removal not properly disposed in the receptacles as reasonably necessary. The District is required under the terms of the Mitigation Easement and MMP to ensure trash does not compromise the health and ecological viability of the created wetlands, so District reserves the right, at City's expense, to conduct trash removal within the Conservation Easement if the City fails to properly and routinely remove trash and debris generated from the public's use to the level required under the terms of the Mitigation Easement and MMP. District will notify City in terms of Article 20 of this Agreement prior to conducting this corrective action.

District will manage any Adopt-A-Creek program within the Premises.

- 5) **Vegetation Management.** If existing vegetation impacts the trail use, then City is responsible for vegetation removal and maintenance, as City deems necessary while in accordance with the terms and conditions of the Conservation Easement. City shall not conduct any vegetation removal and maintenance that is not compatible or consistent with the terms and conditions of Mitigation Easement and MMP for the District Project, per Article 2 of this Agreement.
- 6) **Graffiti Removal.** City will provide graffiti removal in compliance with City's graffiti abatement program, including graffiti removal from walls, signs, etc. installed in conjunction with and/or accessory to the establishment of a public pathway consistent with its implementation of the same program at comparable City facilities. City will have the primary responsibility for removal of graffiti, on the Premises, reasonably attributed to trail use. No permit from District, nor any advance notice, will be required for City to provide the routine removal of graffiti from any City or District facility within the length of the West Little Llagas Creek included within this agreement. Any and all materials used by City in the removal of graffiti within the limits of this agreement shall be approved for use in the State of California, environmentally safe products, which will not impact the West Little Llagas Creek environment in any way.
- 7) **Security.** The premises will be reasonably patrolled by City personnel and/or volunteers supervised by City, at the level of Public Safety that is afforded to all areas of the City. District has no obligations whatsoever to provide or pay for any such patrol services. City shall cooperate and coordinate with District in District's efforts to remove any illegal encampments on the premises, and City shall provide police security during such removal activities at no charge to District.
- 8) **Public Complaints.** City is responsible for responding to all public complaints and inquiries regarding City's improvements on the Premises, including the public trail, and to all inquiries regarding the public's use of the Premises.
- 9) **Removal or Relocation of City Improvements.** If District requires that any City improvement on Premises be removed or relocated for any District purpose, City will do so at its own expense within 90 days of receiving notice from District. If removal or relocation of City improvements, including vegetation installed by City, requires mitigation under the California Environmental Quality Act, City will be responsible for all costs required to fulfill any required mitigation responsibilities. District will inform City during preconstruction planning in the event a District project is performed on the Premises, in order to reasonably minimize District's project impact on City's improvements located on the Premises. In the event a District project is constructed, any replacement of City's trail and amenities will be the responsibility of City, subject to District approval.
- 10) **Water Level Fluctuations.** It is expressly understood by City that the level of water upon the Premises may fluctuate from day to day due to controlled or uncontrolled flows upon and across the same. City is responsible for the control of or limiting the public's use of Premises because of such water levels, flood flows, or for any other reason (i.e. harmful algal blooms).

City is responsible for determining the conditions under which to exercise said control or to limit the use of the Premises to ensure the health and safety of the public using the Premises.

11) Signage. The District is required under the terms and conditions of the Mitigation Easement to install wetland habitat "sensitive area signage". For all other signage, the parties will cooperate to create and install signage that benefits the programs of each party such as warnings, entrance signage, interpretive signs and benches, and joint uses when applicable. The Deputy Operating Officer designated by District and the Community Services Director of City or their respective designees will meet and confer on a periodic basis to plan the installation of appropriate signage which serves the needs of both parties. All signs placed on the Premises by City (except existing signs that identify the facility (e.g. Trail) by name) must include District's logo in equal size and symmetrical relationship to any other logos contained on such signs. In addition, all City signs or City publications placed on the Premises that describe water resources must be developed in conjunction with District's Watershed customer relations staff. Each party is responsible for the maintenance and upkeep of its signage installed on the Premises.

12) Bird Nesting Season. Construction and maintenance work during nesting season (generally between February 1st and August 31st) will be avoided whenever possible. If construction or maintenance work must be done during the nesting season, a pre-construction survey by a qualified biologist must be undertaken to determine the presence of nesting. If nesting activity is reported, the biologist is expected to recommend the City to implement adequate mitigation measures to protect the nesting area. Environmental impacts will be considered prior to all work by the responsible party, (City or District, and/or their agents) performing said work. Any and all work related to this clause will be completed by the responsible party in accordance with applicable federal, state, and local environmental health and safety regulations including but not limited to the federal Migratory Bird Treaty Act of 1918, Clean Water Act, Endangered Species Act, the California Fish and Wildlife Code and the Porter-Cologne Act and any amendments thereto.

13) Maintenance and Repair. District is responsible for performing routine maintenance on the Premises for flood protection and water resource management purposes in a manner consistent with its maintenance of comparable facilities or creeks. City is responsible for the maintenance and repair of recreational improvements on the Premises. City will bear the cost and expense of any security, police, preparation of traffic and pedestrian detour plans, including installation of required appurtenances, or other expenditure necessary to temporarily prohibit or control public access to the Premises that District would not ordinarily incur to complete scheduled routine maintenance pursuant to this provision. In an emergency situation or work tied to regulatory compliance (i.e. fish passage or wetlands functionality concerns), District will respond without notice to City. In non-emergency situations, City and District staff will meet, whenever necessary, for the purpose of scheduling routine maintenance, including, but not limited to:

- a. Maintenance issues related to improvements;

- b. Method and timing of issues related to affected wildlife;
- c. Non-emergency work requiring the use of heavy equipment, barricading, and/or restricting access to the Premises. District and City further agree to notify one another's designated representative at least ten (10) work days prior to commencement of such work, in order to minimize public impacts.

14) Damage to City's Improvements on Premises. District is not responsible for any damage occurring to City's improvements or structures located on the Premises that results from District's maintenance, construction or reconstruction activities, or from its water management and/or flood protection facilities located on or near the Premises, including (without limitation) any flood flows, or inundation of West Little Llagas Creek onto the Premises. Further, City is responsible for any damage occurring to either District's or City's improvements or structures located on the Premises that result from the public's use of the Premises. All such costs for repairing such damage to District's or City's improvements will be borne by City.

15) Term of Agreement and Renewal Option. This Agreement will become effective upon execution by both parties. However, the City acknowledges that the District Project will be constructed in phases over an estimated five (5) year period where the construction of the District Project will be given priority over proposed City improvements. City agrees to install City improvements on Premises in accordance with Article 19 of this Agreement. The term of this Agreement (including the rights and obligations contained therein) is twenty-five (25) years commencing on the Agreement Effective Date. This City, upon providing District with no less than ninety (90) days written notice, but no more than 180 days notice prior to the expiration of the initial 25-year term, may renew this Agreement for an additional 25-year period.

16) Termination of Agreement. A party may terminate this Agreement without cause after providing the other party with at least 180 days prior written notice of its intent to terminate this Agreement. Upon the termination or expiration of this Agreement, City must remove all City Improvements from the Premises, and leave the Premises in a condition as near as reasonably practical to its condition prior to the installation and/or development of such improvements. If the District requires the trail to be removed from the Premises due to a flood protection project or other District project, this Agreement will terminate upon District providing the City with written notice of at least 180 days. Notice of intent to renew or to terminate may be given by City's Director of Public Works. Notice of intent to terminate may be given by District's Chief Executive Officer.

17) City's Responsibility for Public Use. Subject to the conditions and restrictions contained in this Agreement, City has the full control and authority, for public and recreation purposes over the use of the Premises, and City may restrict, or control, regulate and/or supervise the public use thereof. City may, at its discretion, consistent with the right of District hereinafter described, and without diminution of the flood protection or water resources management function or hazard thereto of the Premises as now existing or as may hereafter be altered,

take any measures of every kind as may in the opinion of City be necessary for the health and safety of the users of the Premises for any purpose under this Agreement. City has the sole responsibility for the maintenance in usable and safe condition of every facility provided upon the Premises by City.

18) District's Superior Rights. It is expressly understood that District is engaged in flood protection, the protection of water resources, and stream stewardship and that the terms and conditions of this Agreement will not in any way interfere with the absolute, free and unrestricted right of District to operate and maintain for flood protection, water resource management, and stream stewardship purposes the stream bed and banks or any appurtenant works thereto, or to repair or construct any of its works, or to allow the raising or lowering of the height of the water present upon the Premises.

19) City's Subordinate Rights. City will have the right to build improvements on the Premises necessary, or convenient to the enjoyment of this Agreement, provided the location of the any such improvement is, in each case during the term of this Agreement, first approved by District and signified by issuance of a District permit. It is fully understood and agreed that District has the sole, unfettered discretion to approve or disapprove of such improvements.

20) Indemnification by City. Notwithstanding any other provision of this Agreement, City agrees to indemnify, defend and hold harmless District, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation interest, penalties and reasonable attorney's fees), fines, levies, assessments, demands, damages or judgments of any kind or nature, whether in law or equity (including without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to the: (i) public use of the Premises, (ii) public's use of real property adjacent to the Premises, or (iii) negligence or willful misconduct of City's officers, agents, employees, or independent contractors. This Agreement to defend, indemnify, and hold harmless District will operate irrespective of the basis of the claim, liability, loss, damage, or injury and irrespective of whether the act, omission, or activity is a condition of Premises or any other cause of any kind or nature.

21) Notices. Any and all notices required to be given hereunder will be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either party in writing:

City:

City of Morgan Hill
Attention: Community Services Director
17575 Peak Avenue
Morgan Hill, CA 95037

District:

Santa Clara Valley Water District
Attention: Clerk of the Board
5750 Almaden Expressway
San Jose, CA 95118

w/copy to District's Community Projects
Review Unit

22) Successors and Assigns. This Agreement, and all terms, covenants, and conditions hereof, will apply to and bind the successors and assigns of the respective parties hereto. City will neither assign nor sublet this Agreement without the prior written consent of District.

23) Choice of Law. This Agreement is governed by California law.

24) Amendments. This Agreement may not be modified or amended except in writing signed by both parties.

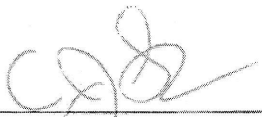
25) Compliance with Laws. Each party must, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents, and employees to comply with all federal, state, and local laws, statutes, orders, ordinances, rules, and regulations.

26) Not Real Property Interest. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, fee or other interest in a party's real property to the other party.

WITNESS THE EXECUTION HEREOF,

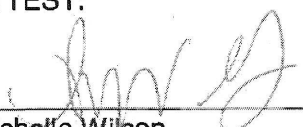
"City"

CITY OF MORGAN HILL
A Municipal corporation of the County of Santa Clara

By: 

Christina Turner
City Manager

ATTEST:


Michelle Wilson
Deputy City Clerk

APPROVED AS TO FORM:


Donald Larkin
City Attorney

"District"

SANTA CLARA VALLEY WATER DISTRICT,
a Special District, created by the California Legislature

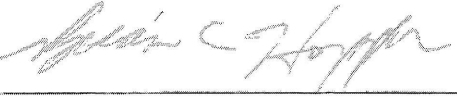
By: 

Norma J. Camacho
Chief Executive Officer

ATTEST:


Michele L. King
Clerk of the Board of Directors

APPROVED AS TO FORM:


Brian Hopper
Senior Assistant District Counsel

0

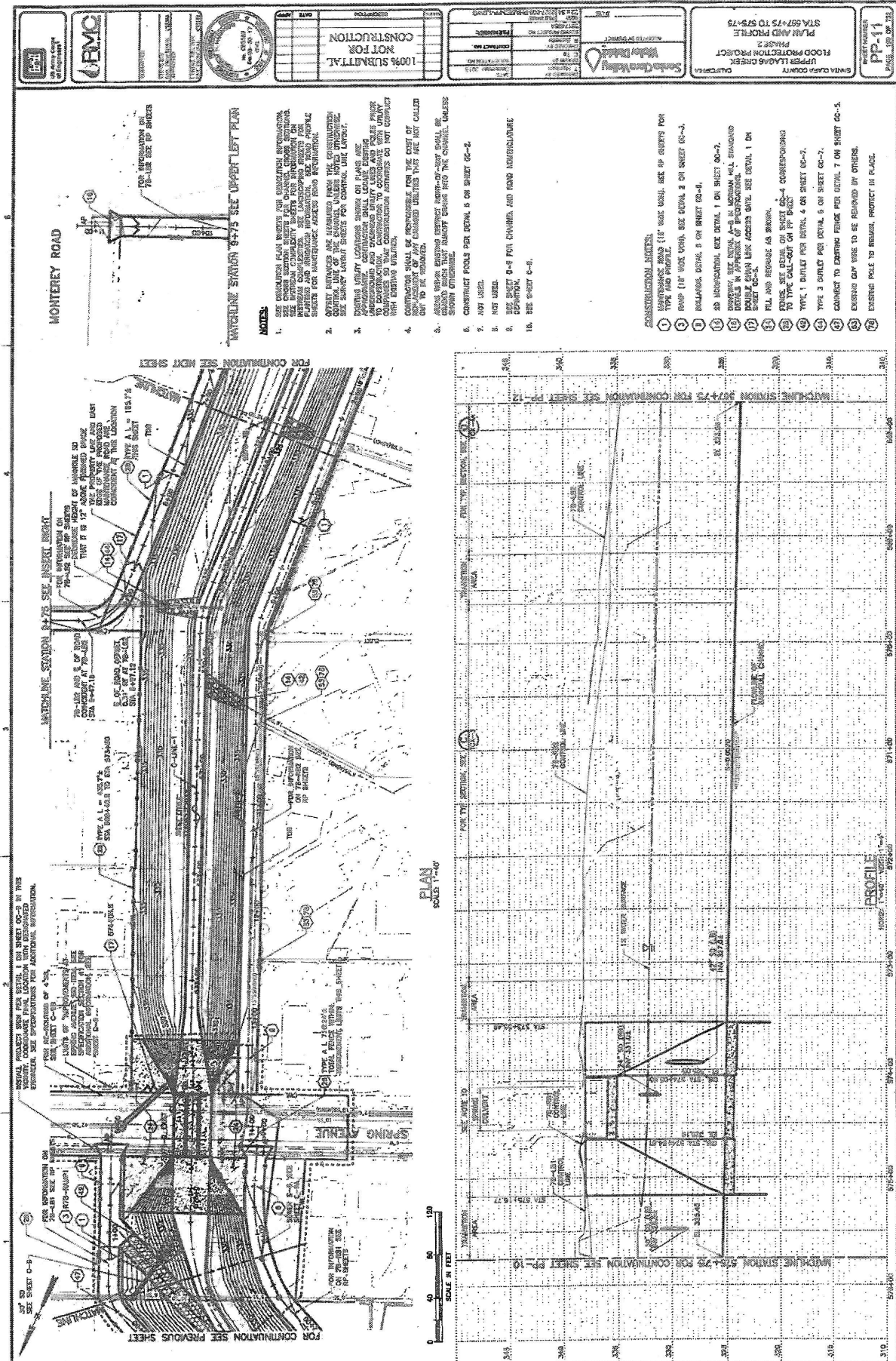
U

8

6



Exhibit A



[illegible]

Exhibit A

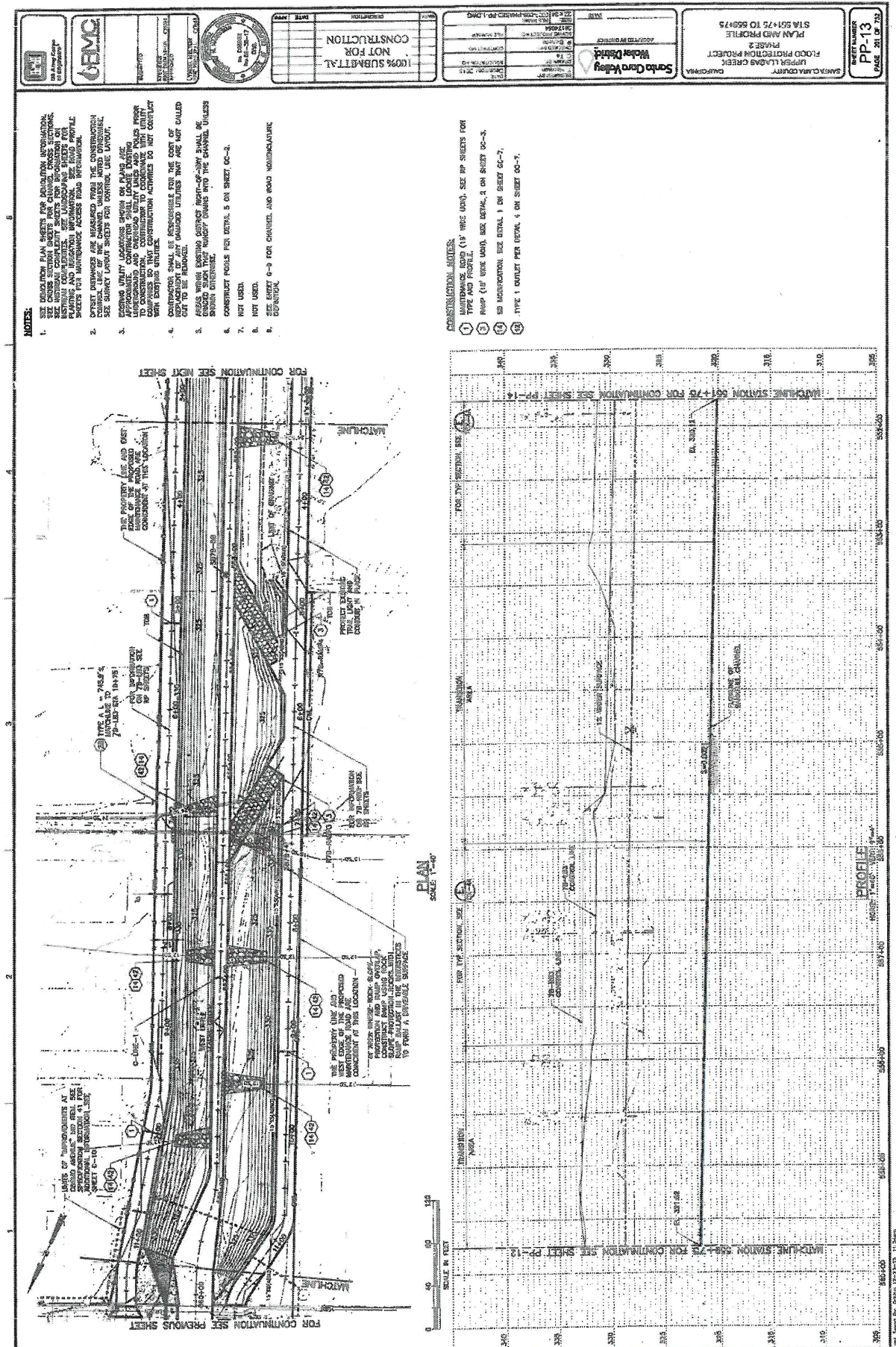


Exhibit A

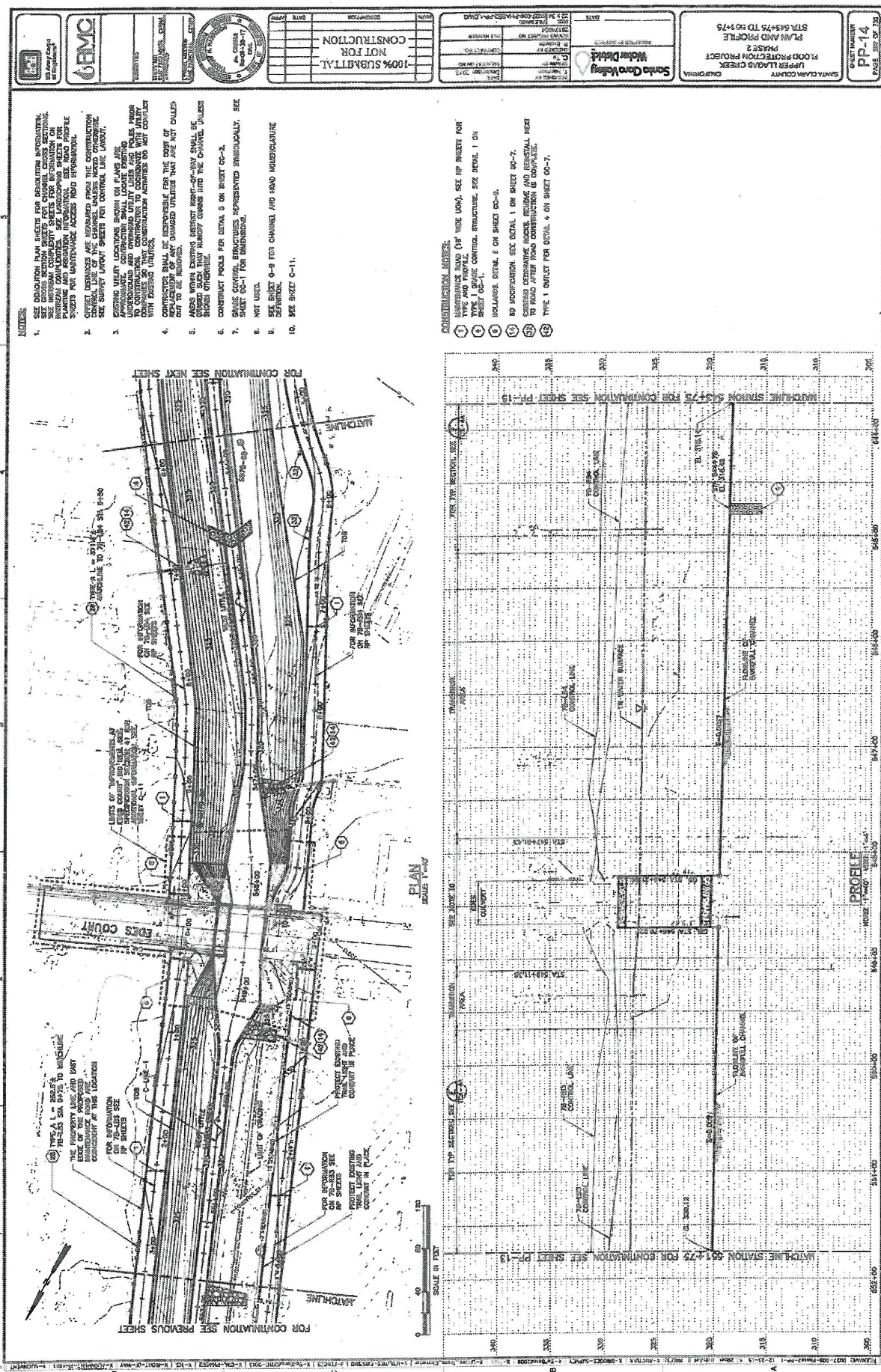
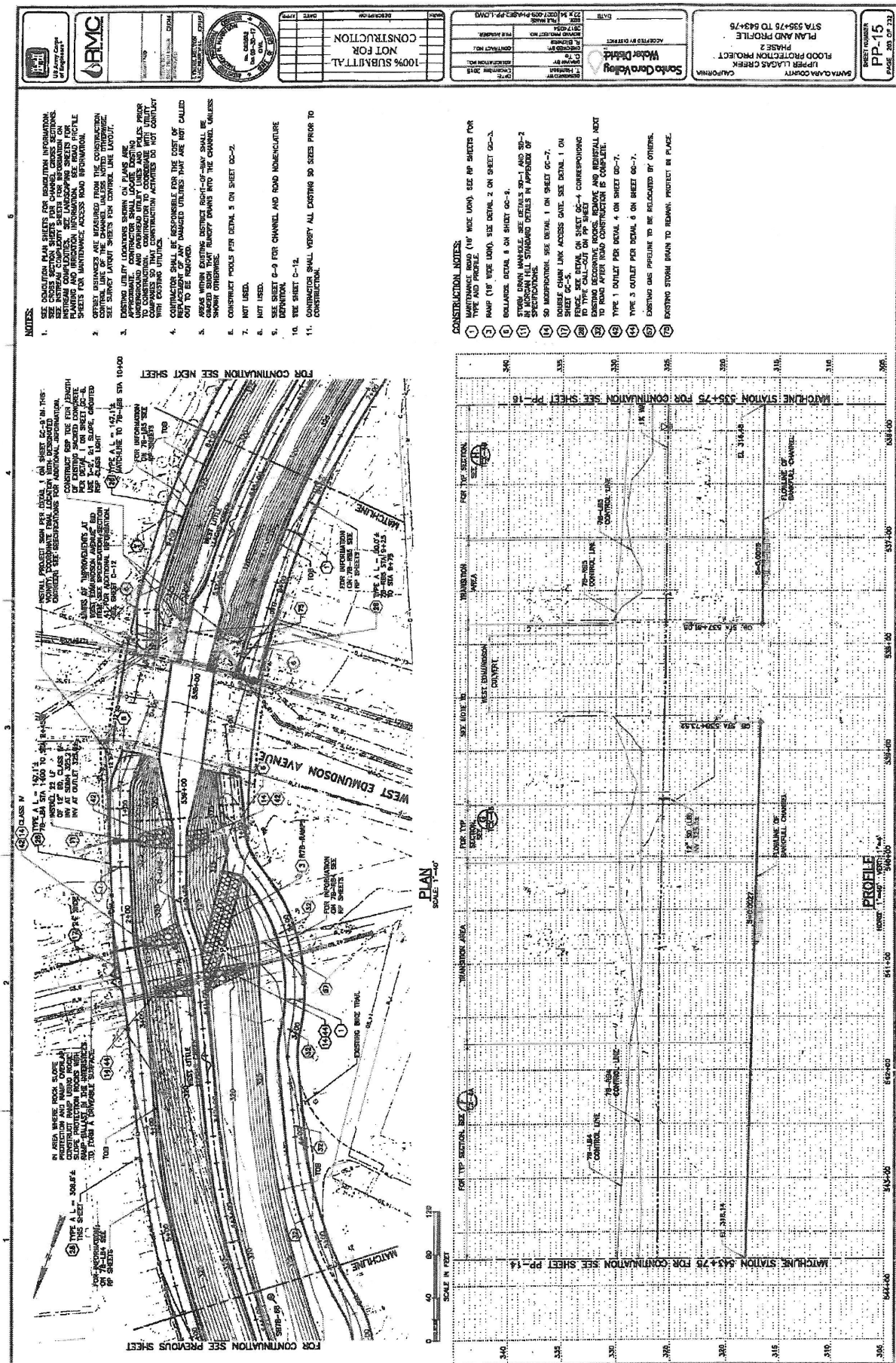


Exhibit A



10/25/2011 11:11:11 AM

Exhibit A

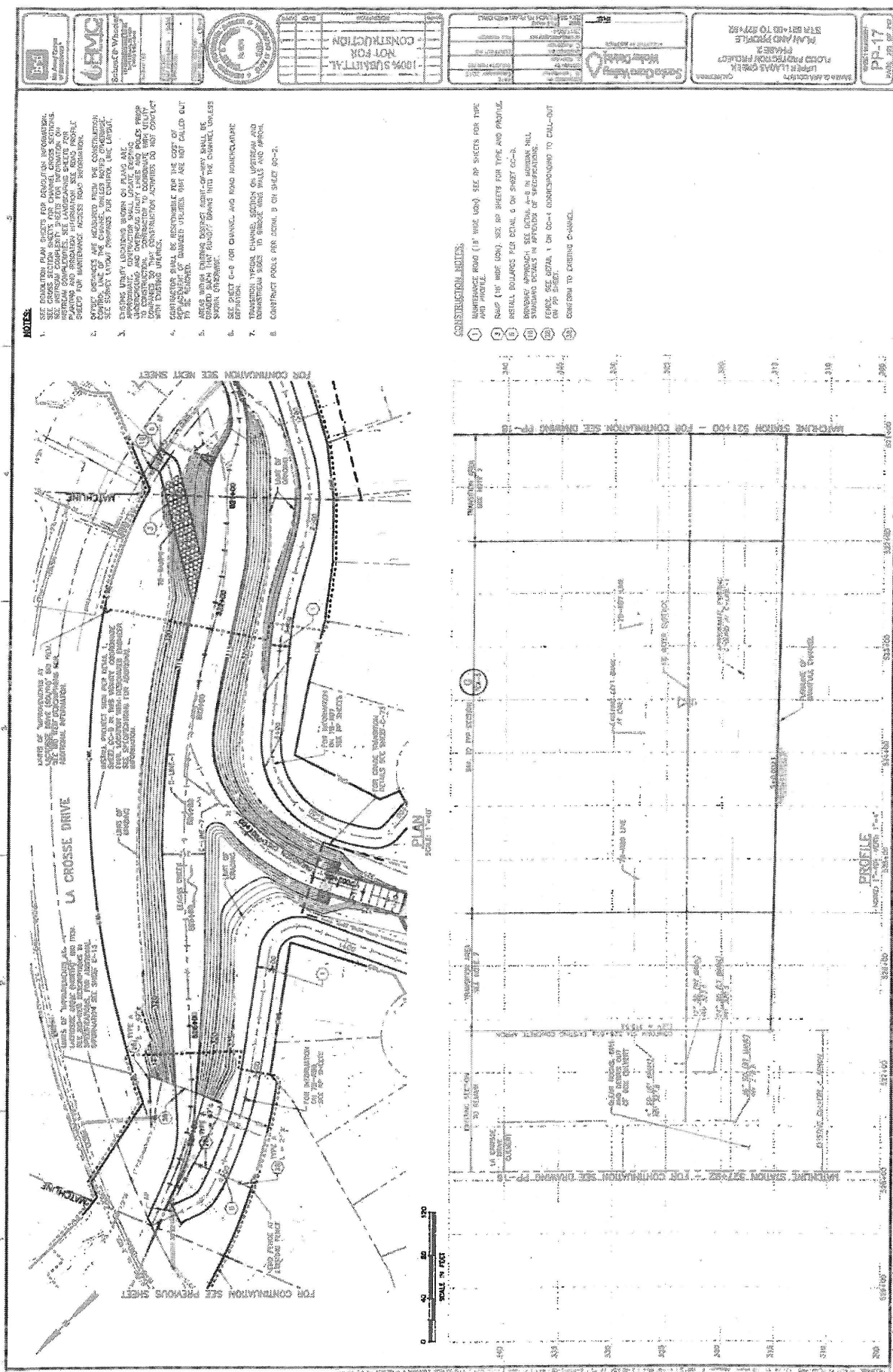


Exhibit A

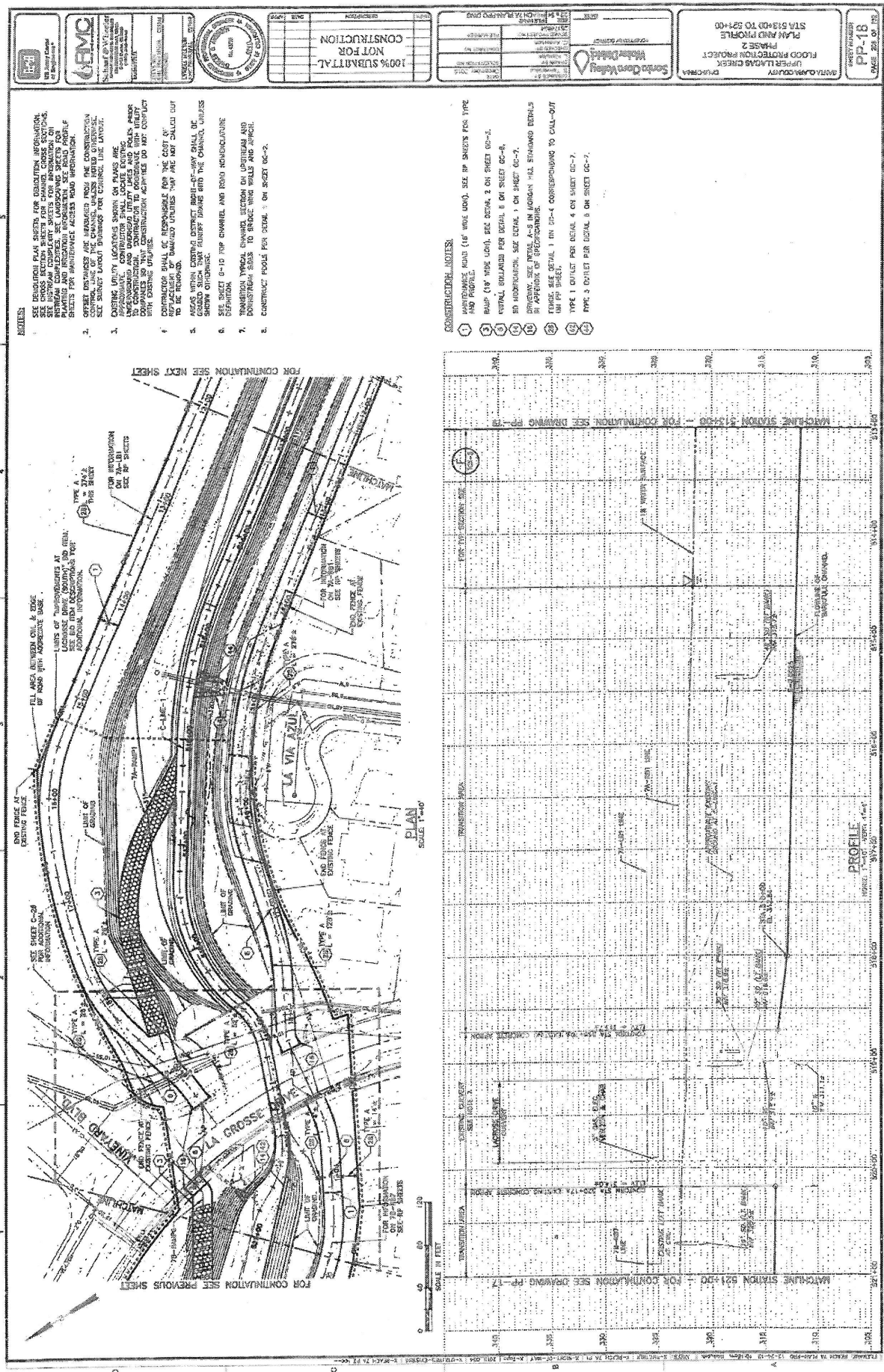


Exhibit A

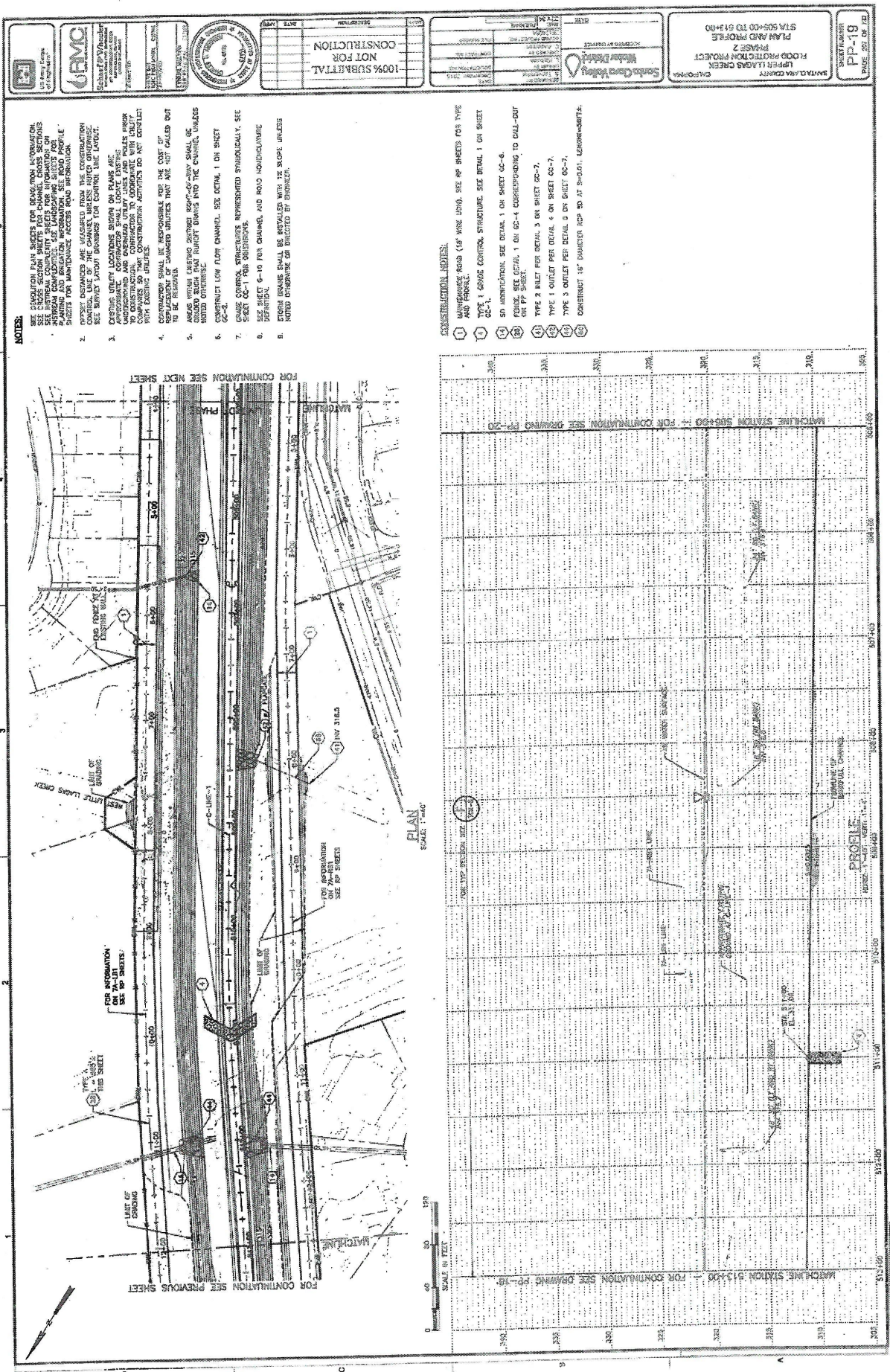


Exhibit A

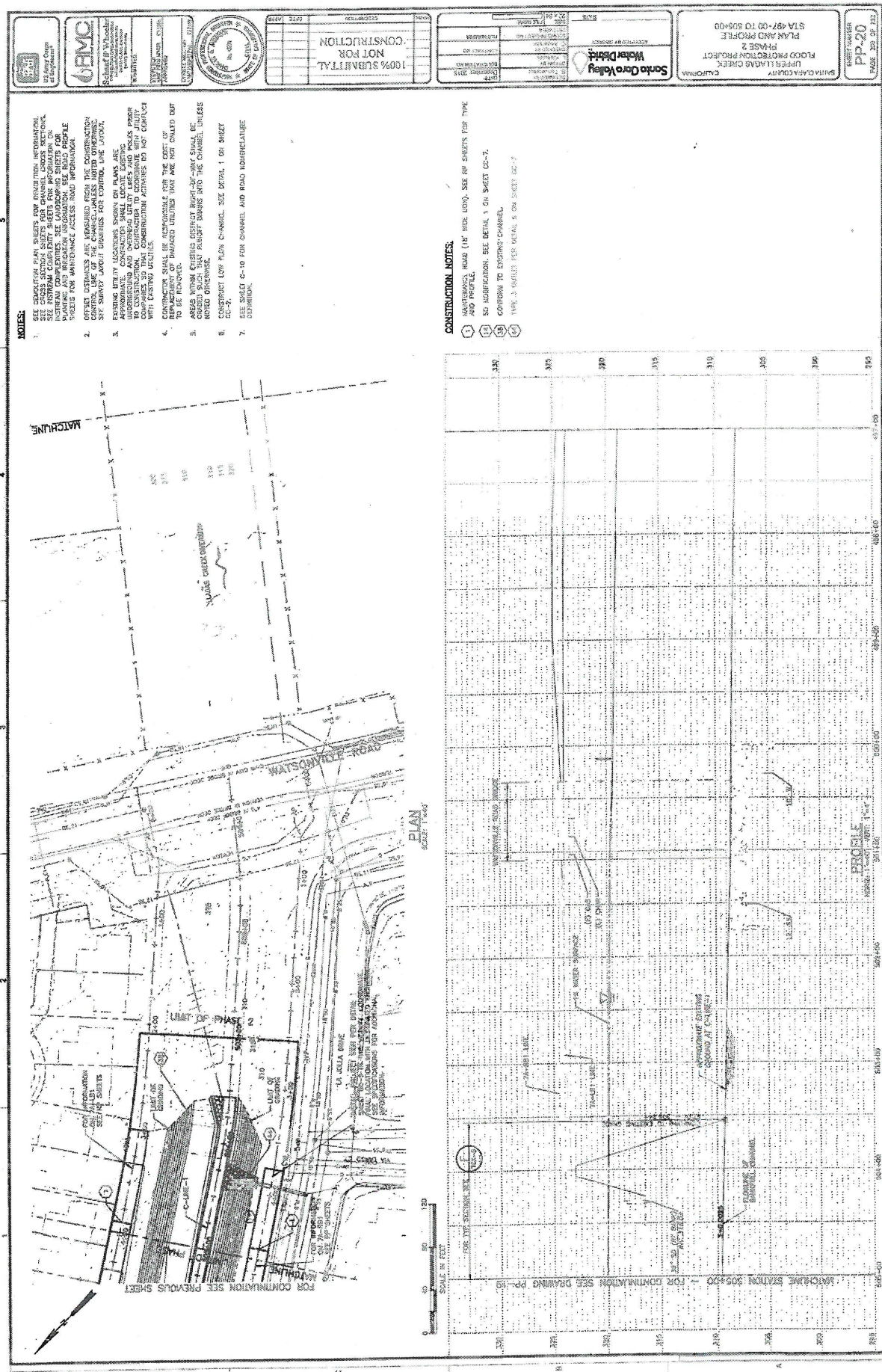


Exhibit A

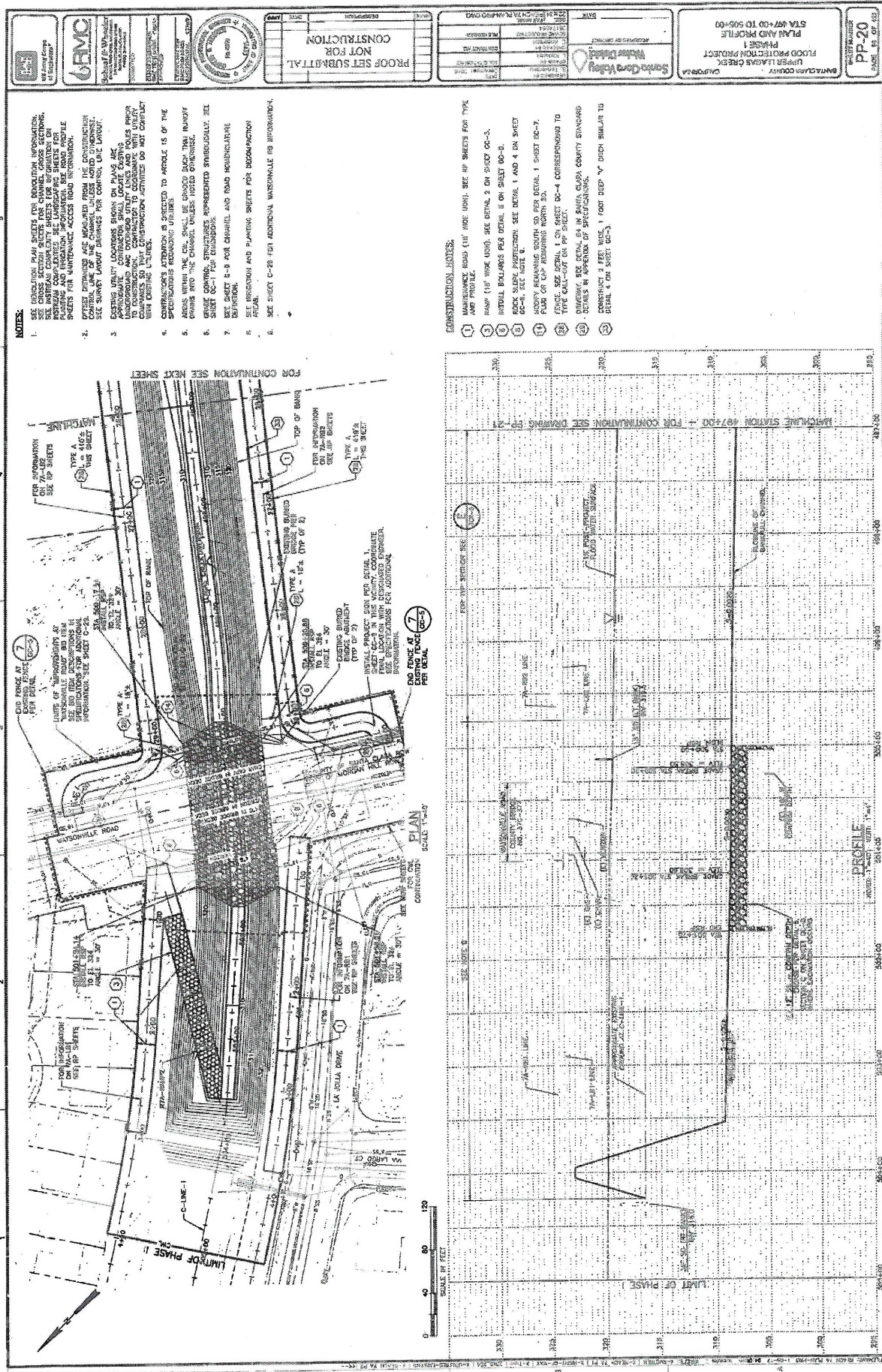


Exhibit A

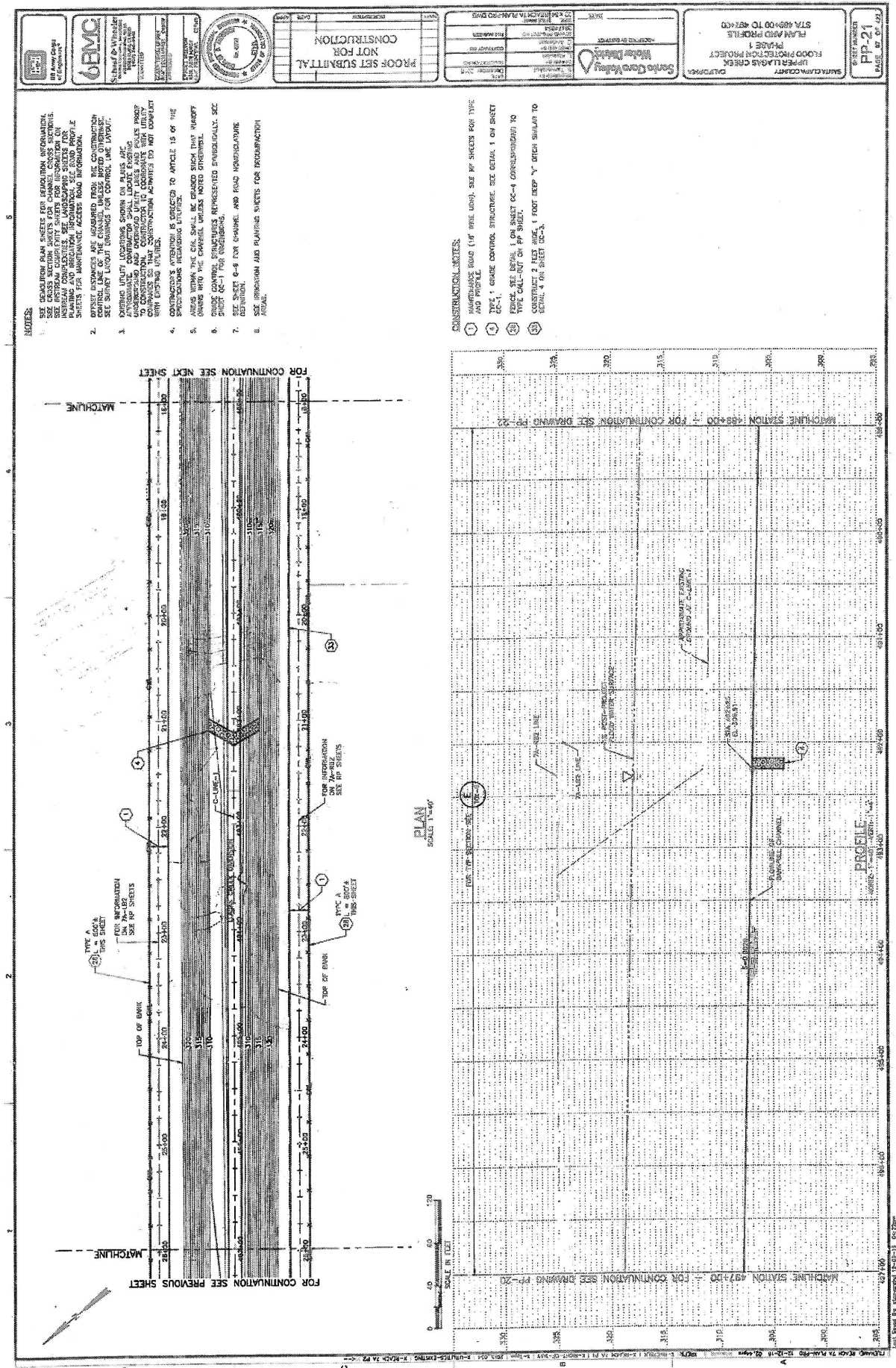


Exhibit A

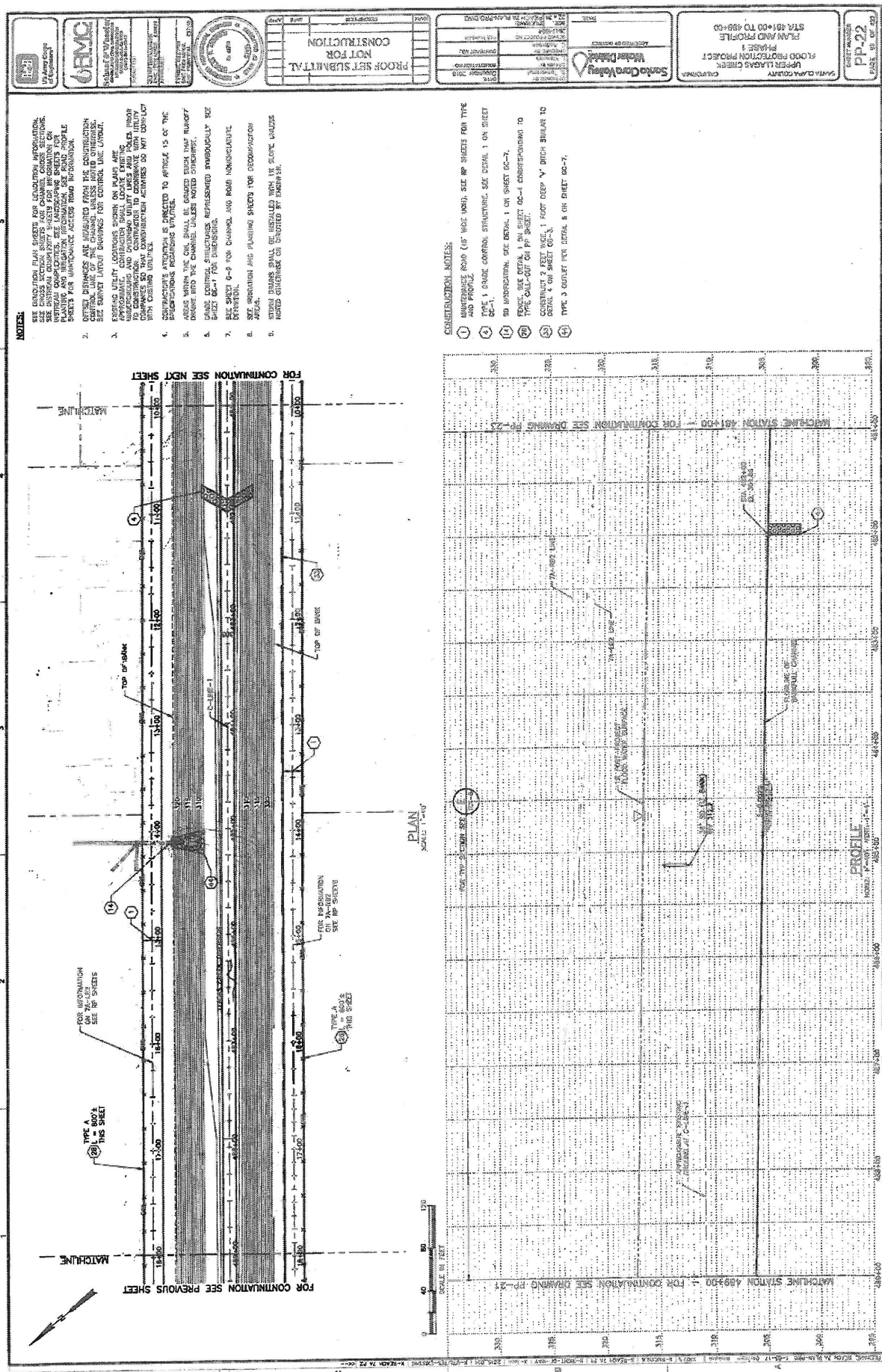


Exhibit A

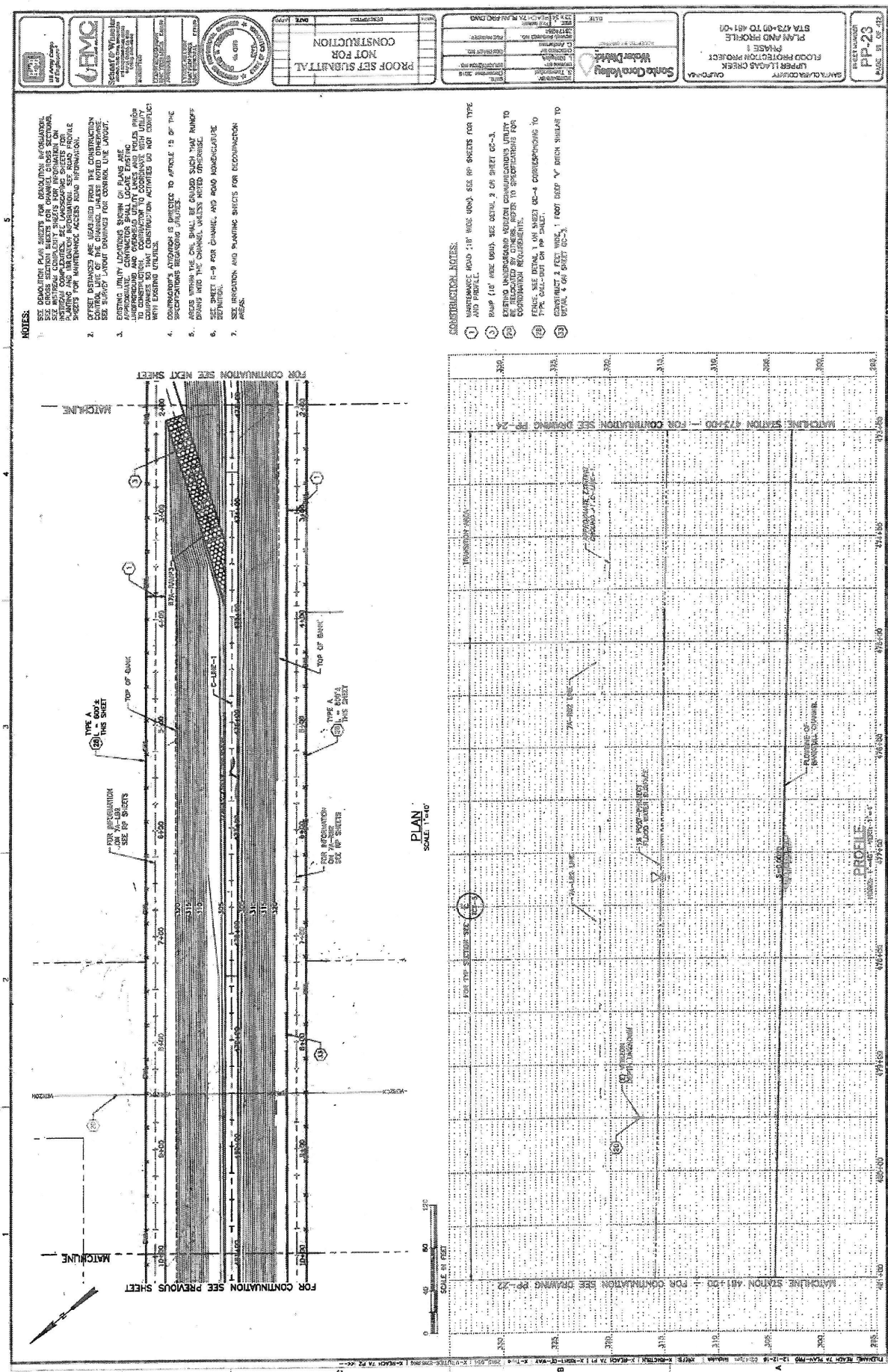


Exhibit A

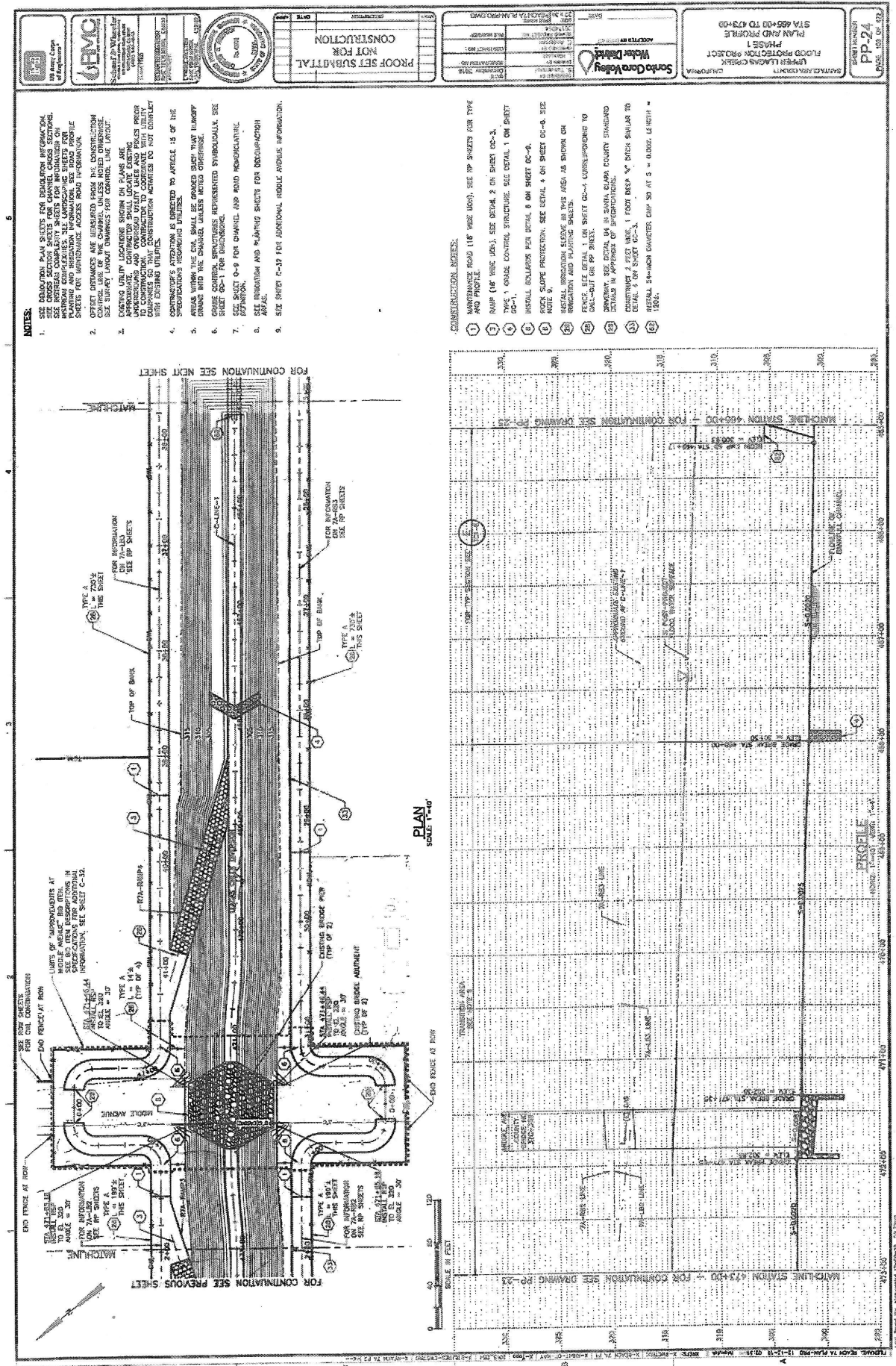


Exhibit A

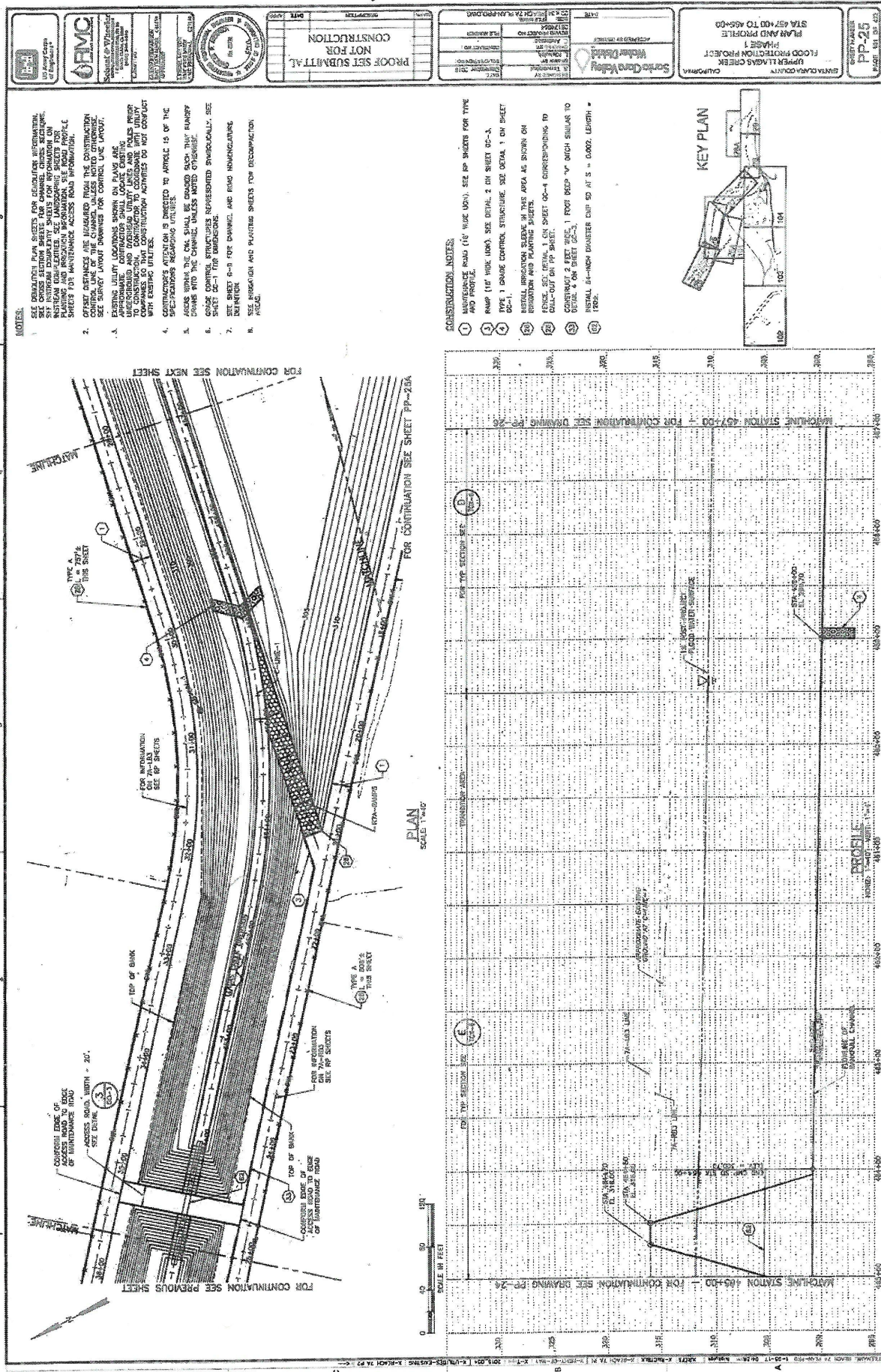


Exhibit A

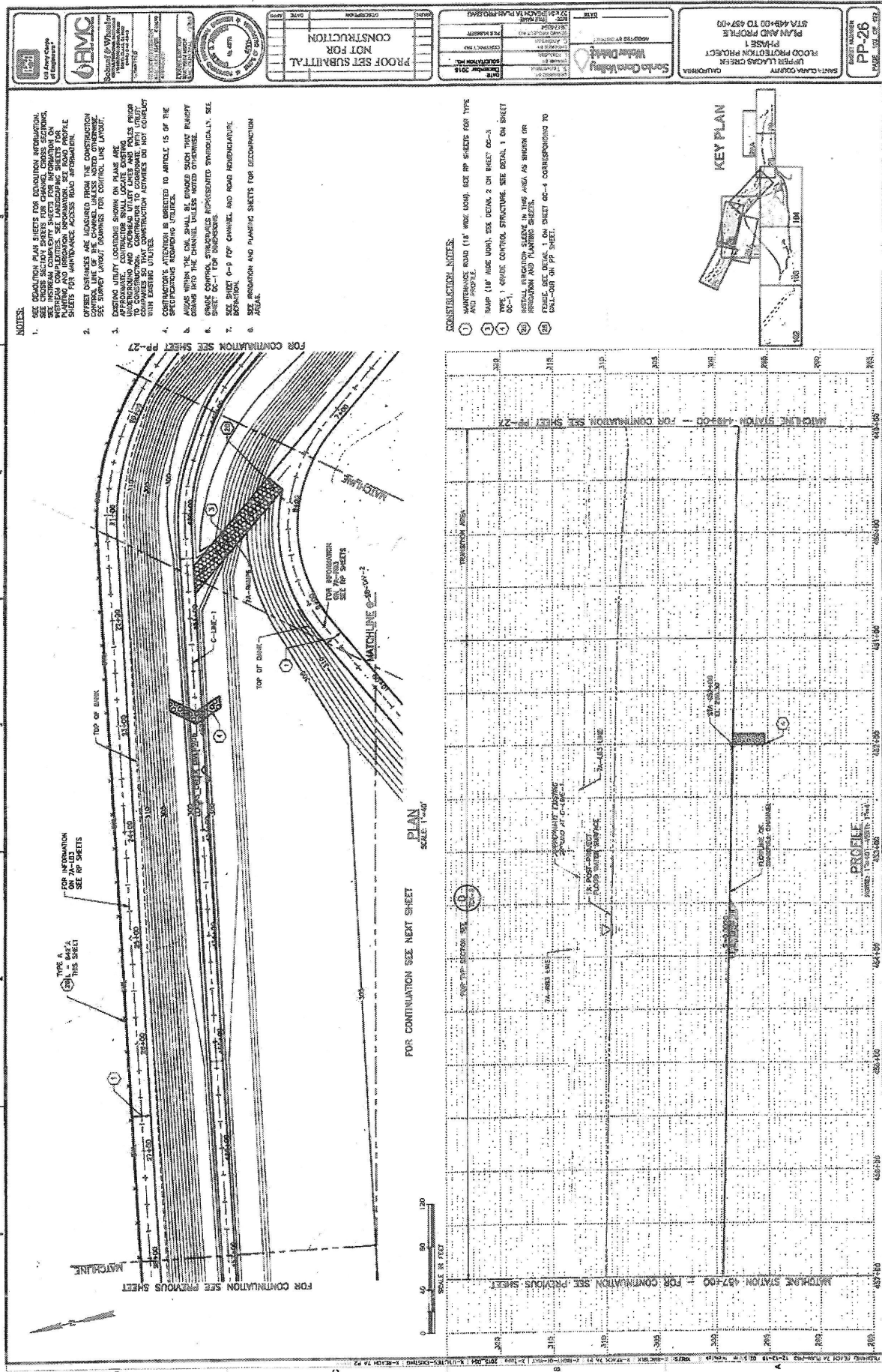


Exhibit A

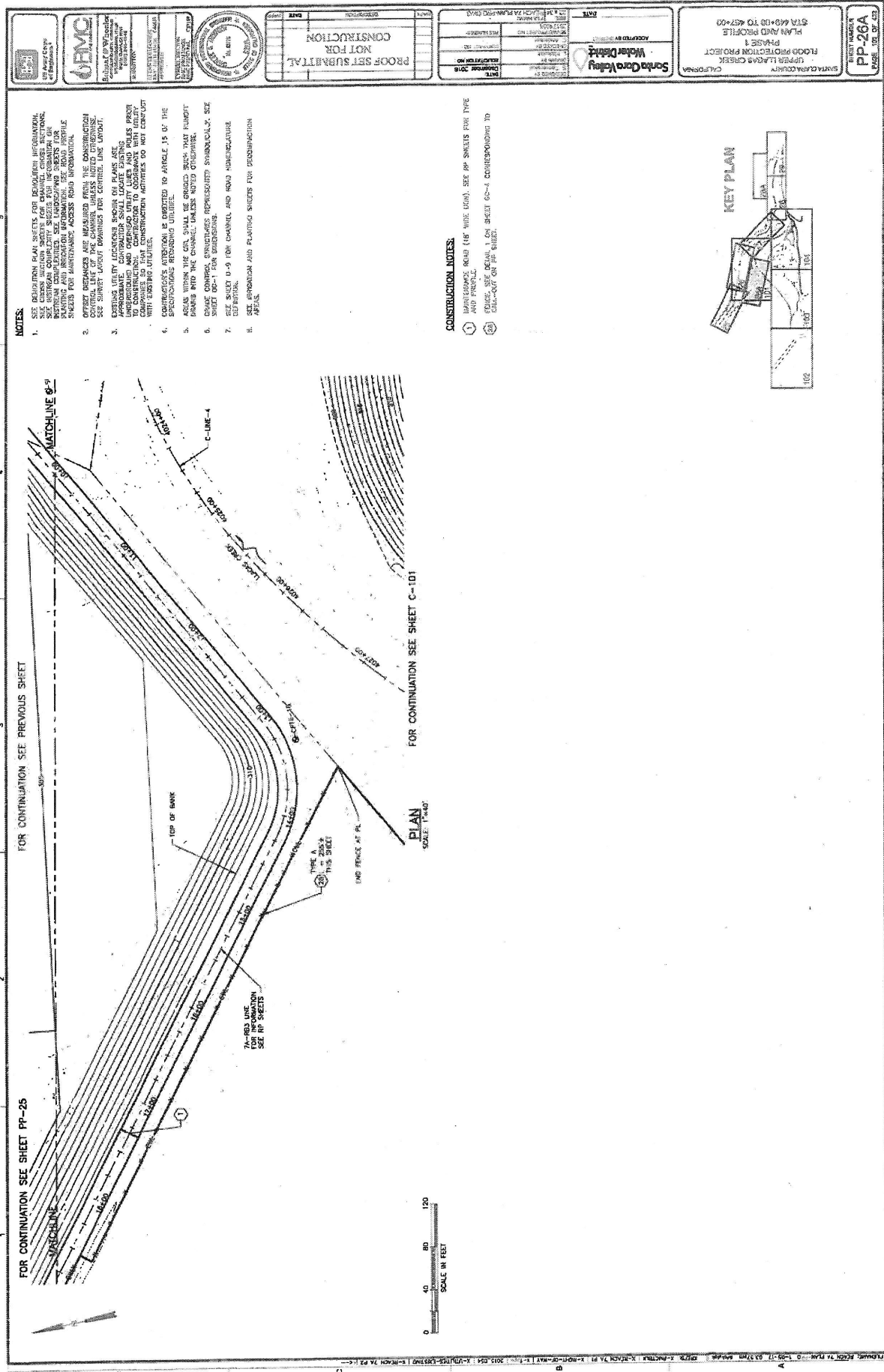


Exhibit A

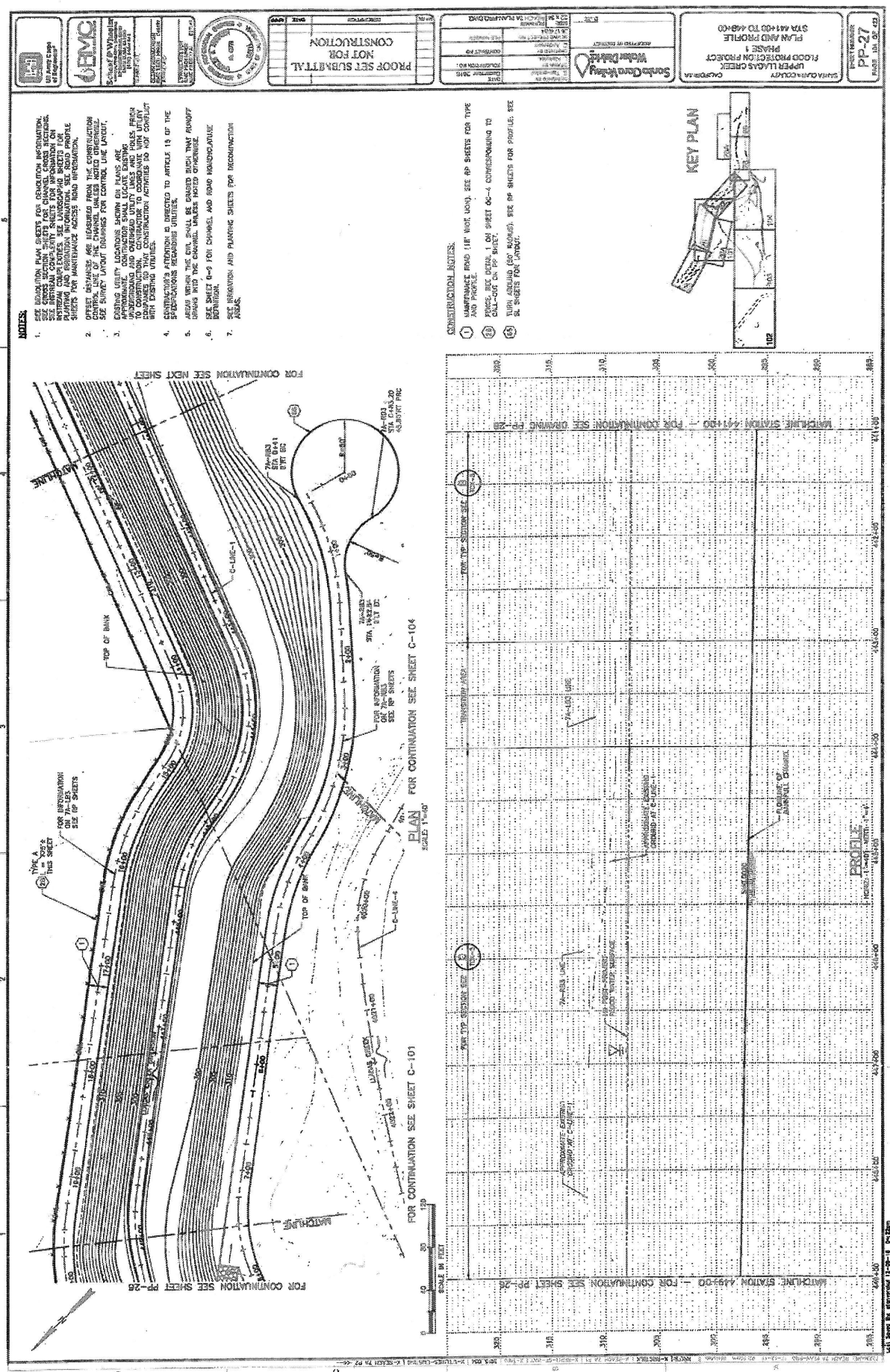


Exhibit A

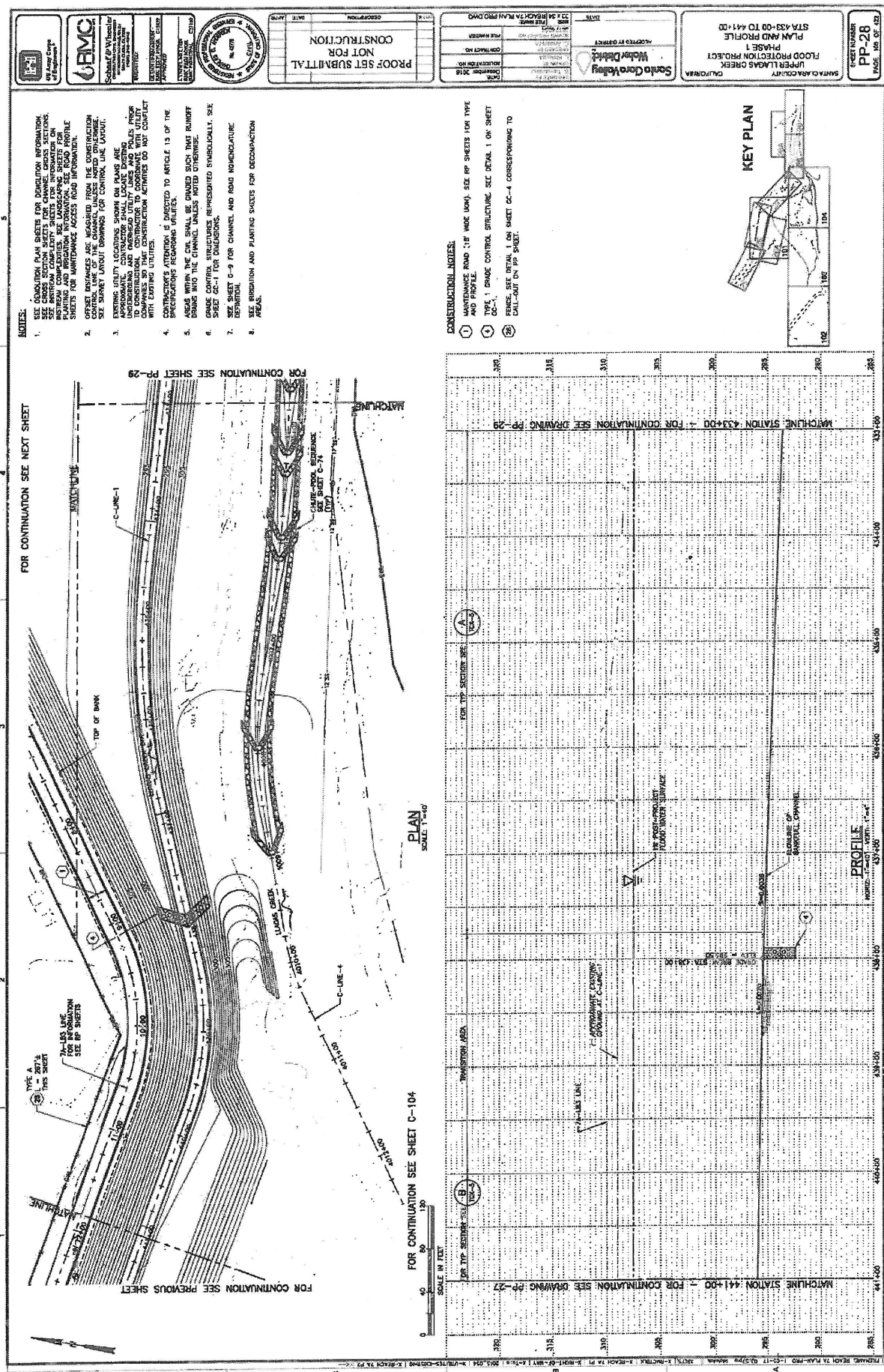


Exhibit A

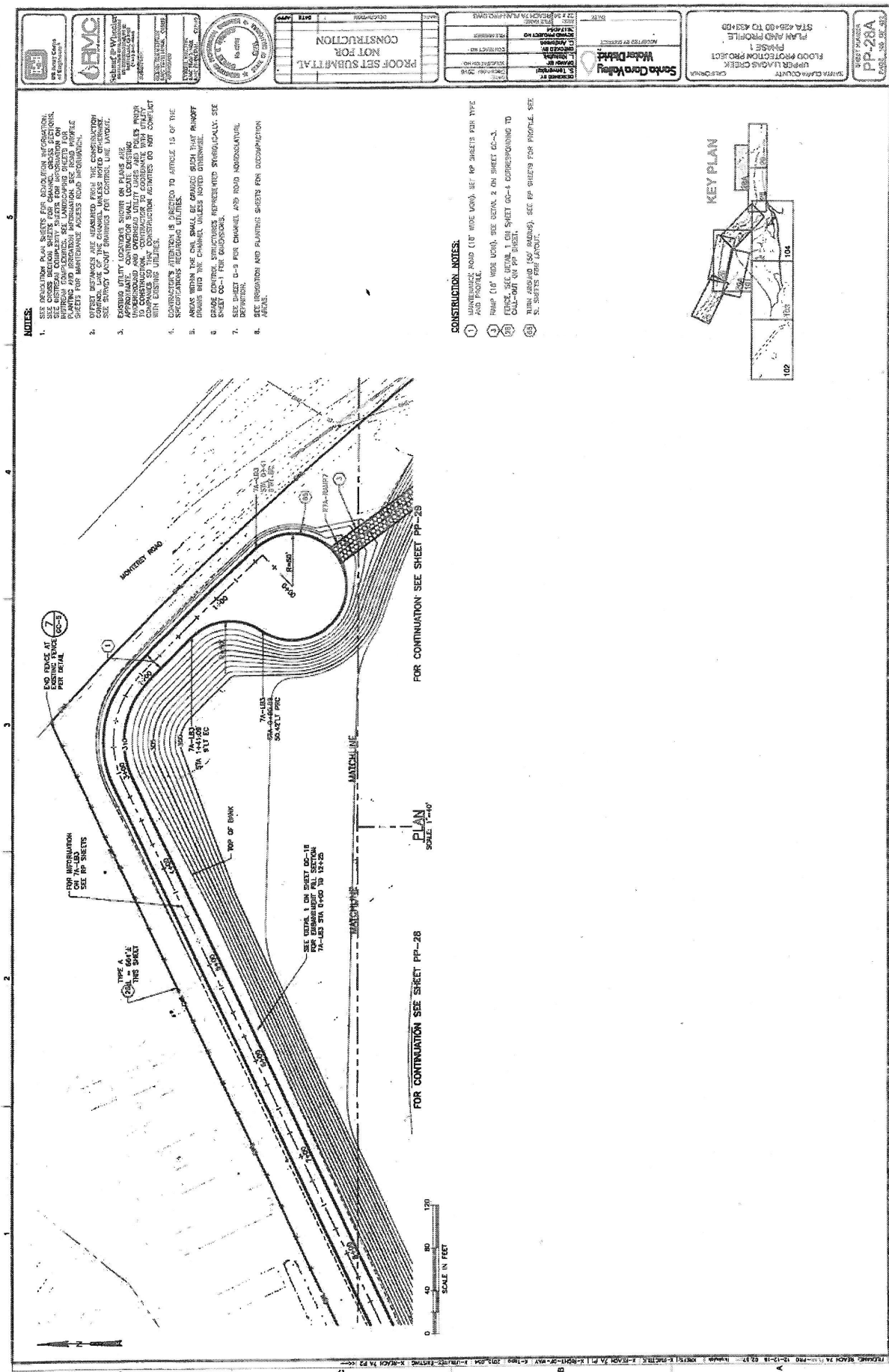


Exhibit A

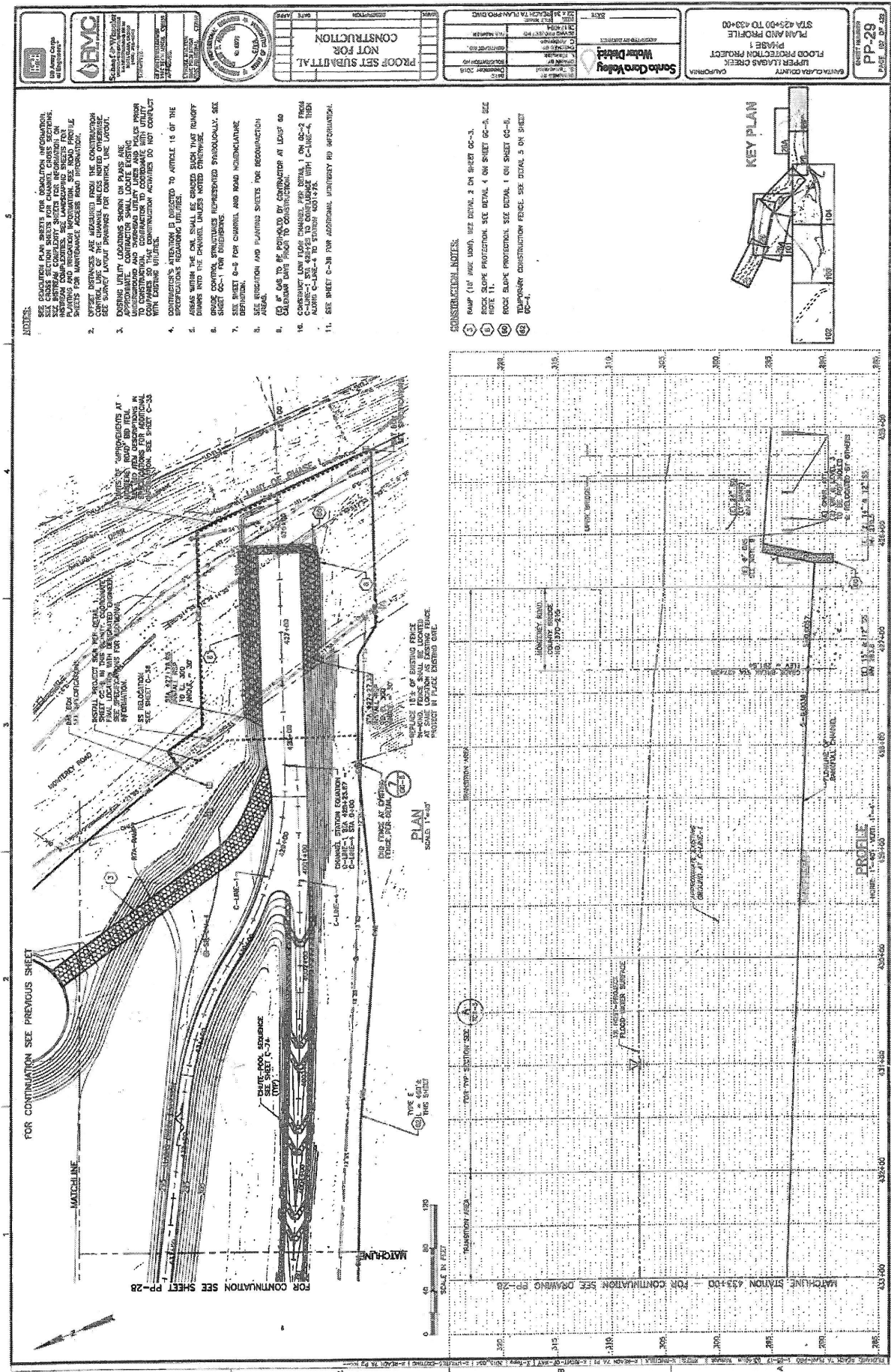


Exhibit A



168-04-19-038

**AGREEMENT BETWEEN THE
CITY OF MORGAN HILL AND SANTA CLARA VALLEY WATER
DISTRICT REGARDING MAINTENANCE AND OPERATION
OF THE UPPER LLAGAS CREEK FLOOD PROTECTION PROJECT
AND WEST LITTLE LLAGAS CREEK**

THIS AGREEMENT is made and entered into this 2nd day of July, 2019 (Effective Date) by and between the City of Morgan Hill, a municipal corporation of the State of California primarily located at 17575 Peak Avenue, Morgan Hill, CA 95037, hereinafter referred to as "CITY", and the Santa Clara Valley Water District, a special district organized and existing under the laws of the State of California located at 5750 Almaden Expressway, San Jose, California 95118, hereinafter referred to as "VALLEY WATER", and together referred to as "PARTIES" and individually as "PARTY".

RECITALS

- A. WHEREAS, VALLEY WATER is enabled by the Santa Clara Valley Water District Act to provide flood protection in Santa Clara County, and has sought federal aid for flood protection measures for the Upper Llagas Creek Flood Protection Project (hereinafter "Project") for 13.9± miles from approximately Buena Vista Avenue in Gilroy, California upstream to Llagas Road in Morgan Hill, California; and
- B. WHEREAS, the PARTIES executed a Cost-Sharing Agreement (#A3313S) for preparing Project designs, environmental documents, and a U.S. Army Corps of Engineers (USACE) Design Documentation Report for the Project on September 22, 2009 with the CITY's cost share a maximum of three million dollars (\$3,000,000). On April 7, 2014, VALLEY WATER received a final payment from the CITY maximizing their contribution at three million dollars in accordance with Agreement #A3313S; and
- C. WHEREAS, on June 10, 2014, VALLEY WATER's Board of Directors certified a Final Environmental Impact Report (Final EIR) and approved its Project as the lead agency pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et. Seq.); and
- D. WHEREAS, VALLEY WATER is the fee owner of certain real property along West Little Llagas Creek within the CITY acquired for the Project; and
- E. WHEREAS, the PARTIES executed a Joint Use Agreement (#A4201M - **Attachment A**) to enable the CITY to provide certain recreational opportunities to the public within VALLEY WATER's fee owned property that do not unreasonably interfere with VALLEY WATER's mission of flood protection, water resource management, and stream stewardship along West Little Llagas Creek between Monterey Road and Ciolino Avenue in association with the completed Project; and

- F. WHEREAS, VALLEY WATER is required to operate and maintain the Project to maintain the 100-year level of flood protection, meet or exceed mitigation plantings success criteria, and protect the ecological and biological Project benefits; and
- G. WHEREAS, the County of Santa Clara, Department of Roads and Airports intends to adopt a resolution of the Board of Supervisors relinquishing the remaining portion of Hale Avenue between approximately Main Avenue to north of Wright Avenue to the CITY. This remaining portion of Hale Avenue includes the existing West Little Llagas Creek currently serving to convey storm water flows through portions of the CITY; and
- H. WHEREAS, VALLEY WATER has plans to construct the Project that will replace the existing portion of West Little Llagas Creek along Hale Avenue within underground drainage structures within the Hale Avenue right of way to provide a 100-year level flood protection; and
- I. WHEREAS, CITY is the fee owner of certain real property along West Little Llagas Creek within the Project limits, including at existing street crossing locations; and
- J. WHEREAS, CITY and VALLEY WATER are precluded by the State Constitution and other laws from actions which financially bind future governing bodies. Nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations of the legislative bodies of CITY and VALLEY WATER; and
- K. WHEREAS, the PARTIES find it to be in the public interest to provide for joint-use of the PARTIES properties within the Project limits and agree to define the maintenance and operations roles and responsibilities for each PARTY in association with the Project and West Little Llagas Creek.

AGREEMENT

I. TERM

The term of this AGREEMENT shall commence upon the Effective Date which shall be the date the AGREEMENT has been fully executed by both PARTIES, and shall continue for Fifty (50) years thereafter, unless earlier terminated pursuant to the terms of this AGREEMENT.

II. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall be defined and used as set forth below, and any other capitalized terms not defined below shall be as defined elsewhere in this AGREEMENT. The references to particular types of Flood Protection Features, Recreation Features, and Joint Flood Protection and Recreation Features and the like.

1. Flood Protection Features – Those features being used solely for flood protection purposes identified as the following:
 - a. Underground reinforced box culverts (RCB's);
 - b. Existing rock slope protection, concrete lining and concrete wingwalls;
 - c. Inlet structure at Hale Avenue and Wright Avenue;
 - d. High flow horseshoe-shaped underground tunnel 12 ft. tall x 14 ft. wide;
 - e. Maintenance Access Ramps to West Little Llagas Creek;
 - f. Aggregate base maintenance roads;
 - g. Gates to maintenance access roads;
 - h. In-channel debris and vegetation control;
 - i. Flood Protection and Mitigation signage;
 - j. Mitigation Plantings; and
 - k. miscellaneous features with the purpose of providing hydraulic capacity for West Little Llagas Creek.

2. Recreation Features – Those features being used solely for recreation, open space, and trail purposes identified as the following:
 - a. Asphalt concrete trails;
 - b. Recreation signage;
 - c. Lighting features;
 - d. Drinking fountains;
 - e. Bathrooms;
 - f. Trash removal and trash receptacles;
 - g. Benches;
 - h. Bollards;
 - i. Landscape plantings;
 - j. Weed control along trails and within landscape plantings;
 - k. Landscape architectural features (i.e. boulders, sculptures);
 - l. Community monuments/exhibits, including Sister City projects; and
 - m. miscellaneous features with the purpose of providing recreation, open space, and trail uses, including the features installed by the CITY in accordance with the Joint Use Agreement (#A4201M) executed by the PARTIES, including any future amendments or renewals approved by the PARTIES.

3. Joint Flood Protection and Recreation Features – Those features being used jointly for flood protection and recreation/trail purposes as identified as the following:
 - a. Aggregate based maintenance roads/trails;
 - b. Fencing;
 - c. Underground low flow 36-inch reinforced concrete pipe (RCP) storm drain from West Main Avenue to Inlet structure near Wright Avenue;
 - d. Rodent control;
 - e. miscellaneous features with the purpose of providing both flood protection and recreation uses.

4. Channel Access Road/Ramps – Any road or ramp which has not been authorized for the public's use and which has been constructed or installed to provide service access to, or within West Little Llagas Creek for the sole use by VALLEY WATER.
5. Landscape Plantings and associated features – Plant material, such as trees, shrubs, turf, reinforced turf, architectural features and irrigation systems installed for recreation, open-space, and trail purposes, excluding all Mitigation Plantings.
6. Maintenance Roads/Trails – Paved pathways designed for both public pedestrian and bicycle use as well as for service access by VALLEY WATER and CITY.
7. Mitigation Plantings – Native plant material planted to mitigate the loss of such plants because of the Project.
8. Operation and Maintenance – Operation and Maintenance shall include all operations, maintenance, replacements, repairs, rehabilitation, acquiring required permits, satisfying permit conditions, record keeping, and reporting in accordance with the standards set forth herein.
9. Sediment – Undesirable sediment accumulation within West Little Llagas Creek which must be removed for flood protection purposes.
10. Vegetation – Natural and desirable native mitigation plant growth or undesirable plant growth, including fallen trees within West Little Llagas Creek which must be controlled for flood protection purposes.
11. Weed Control – Undesirable plant growth along the Maintenance Roads/Trails and not within West Little Llagas Creek which is controlled for recreation, open space, and trail purposes.
12. Trash and Litter – Waste products, refuse that have been carelessly discarded or disposed of improperly, without consent, at an undesirable location.
13. Graffiti – Writings, drawings, or other marks scribbled, scratched, or sprayed on a surface in a public place without consent.

III. OPERATIONS AND MAINTENANCE PROVISIONS RELATED TO FLOOD PROTECTION FEATURES

A. Operations

VALLEY WATER agrees to provide operations for the Flood Protection Features identified and defined within Article II (1.) of this AGREEMENT. For purposes of this AGREEMENT only, during a potential flood emergency, VALLEY WATER's designated Emergency Operations Center (EOC) staff will determine

when VALLEY WATER staff will be required to perform emergency operations of the Flood Protection Features.

B. Maintenance

VALLEY WATER agrees to provide maintenance for the Flood Protection Features identified and defined within Article II (1.) of this AGREEMENT, excluding the operation and maintenance for the structural aspects of the RCB's and road crossings which is the CITY's responsibility. VALLEY WATER's maintenance of flood protection features includes sediment removal and vegetation control consistent with VALLEY WATER Project's latest version of their Operations and Maintenance Guidelines. CITY, at any time, may request a copy of the latest version of the Project's Operations and Maintenance Guidelines from VALLEY WATER.

C. Operations and Maintenance of Existing West Little Llagas Creek at Hale Avenue

VALLEY WATER agrees to operate and maintain West Little Llagas Creek along Hale Avenue between approximately Wright Avenue and West Main Avenue when County of Santa Clara relinquishes this remaining portion of Hale Avenue to the CITY and prior to completion of the Project. The completed Project will replace this portion of West Little Llagas Creek within underground drainage structures, which are identified and defined as Flood Protection Features within Article II (1.) of this AGREEMENT. PARTIES acknowledge VALLEY WATER has CITY's permission in accordance with this AGREEMENT to conduct operations and maintenance, including sediment removal within existing West Little Llagas Creek, where no additional approval is required by the CITY. VALLEY WATER's maintenance schedule will be in accordance with the terms and conditions of Article VI (A.) of this AGREEMENT.

D. Operations and Maintenance of Mitigation Plantings

VALLEY WATER agrees to operate and maintain the Mitigation Plantings in accordance with the regulatory permits acquired for the Project.

IV. OPERATIONS AND MAINTENANCE PROVISIONS RELATED TO RECREATION FEATURES

A. Operations

CITY alone is responsible for supervising the public's authorized use of the Recreation Features. CITY agrees to provide operations for the Recreation Features identified and defined within Article II (2.) of this AGREEMENT, consistent with the CITY's standard park/trail operations, and in accordance with the Joint Use Agreement (#A4201M) previously executed by the PARTIES, including any future amendments or renewals approved by the PARTIES.

B. Maintenance

CITY agrees to provide maintenance for the Recreation Features identified and defined within Article II (2.) of this AGREEMENT, including trash and graffiti removal consistent with the CITY's standard park/trail operations, and in accordance with the Joint Use Agreement (#A4201M) previously executed by the PARTIES, including any future amendments or renewals approved by the PARTIES.

C. Operations and Maintenance of Recreation Features

CITY agrees to operate and maintain the Recreation Features consistent with the CITY's standard park/trail operation and maintenance standards, and this operation and maintenance shall not be inconsistent with VALLEY WATER's Operations and Maintenance Guidelines, as amended from time to time, and shall not conflict with VALLEY WATER's Mitigation Plantings in accordance with the regulatory permits acquired for the Project. To the extent this AGREEMENT conflicts with any of the terms and conditions of the Joint Use Agreement (#A4201M), including any future amendments or renewals approved by the PARTIES, the terms and conditions of the Joint Use Agreement shall prevail.

V. OPERATIONS AND MAINTENANCE PROVISIONS RELATED TO JOINT FLOOD PROTECTION AND RECREATION FEATURES

A. Operations and Maintenance

1. VALLEY WATER agrees to provide operations and maintenance for those Flood Protection features related to Joint Flood Protection and Recreation Features identified and defined within Article II (3.) of this AGREEMENT.

By way of example, VALLEY WATER is responsible for maintenance of the Maintenance Roads structural base materials and/or sub-base structural integrity and fencing damaged by VALLEY WATER personnel or its authorized agents.

2. CITY agrees to provide operations and maintenance for those Recreation features related to Joint Flood Protection and Recreation Features identified and defined within Article II (3.) of this AGREEMENT,

By way of example, CITY is responsible for maintenance of concrete asphalt surfacing of maintenance road/trails, 36-in RCP low flow storm drain West Main Avenue to Wright Avenue, fencing damaged by public use, etc. as defined in and in accordance with the terms and conditions of

the Joint Use Agreement (#A4201M), including any future amendments or renewals approved by the PARTIES.

B. Failure of Operations and Maintenance by CITY or VALLEY WATER

In the event either the CITY or VALLEY WATER fails to perform its obligations under this Article in a timely fashion, the other party may, after providing notification to the party required to perform the obligation of the deficiency, provide the complete operations and maintenance of a Joint Flood Protection and Recreation Features. The party in default shall reimburse the party that provided operations and maintenance on the Joint Flood Protection and Recreation Features within sixty (60) days of proper billing. Proper billing will include an itemized breakdown of the proportional costs and a complete description of those items and/or exact locations of those areas that received the operations and maintenance work. The CITY and VALLEY WATER agree to resolve any dispute regarding the proportional costs, not specifically addressed in this AGREEMENT, for operating and maintaining the Joint Flood Protection and Recreation Features through the resolution process set forth in Article X of this AGREEMENT.

VI. SCHEDULING OF MAINTENANCE

A. VALLEY WATER's Maintenance Schedule

1. PARTIES acknowledge and agree that VALLEY WATER is responsible for performing routine maintenance for flood protection and water resource management purposes in a manner consistent with its maintenance of comparable facilities or creeks.
2. PARTIES acknowledge and agree VALLEY WATER's use of equipment for maintenance work, including herbicide applications to control vegetation as contemplated under this AGREEMENT may, on occasion, disrupt the use of the Recreation Features by CITY, the public, or both. Accordingly, VALLEY WATER agrees to notify the CITY's designated superintendent at least ten (10) working days prior to commencement of such work, to minimize public impacts.
3. PARTIES acknowledge VALLEY WATER has CITY's permission in accordance with this AGREEMENT to conduct operations and maintenance, including rock slope protection installation/repairs, sediment removal, and vegetation management for flow conveyance for the following street locations and street crossings associated with the Project, where no additional approval is required by the CITY:
 - La Crosse Drive (South), Bridge #37C-329: CITY owned, four (4) Cell Reinforced Concrete Box Culvert (RCB);

- La Crosse Drive (North), Bridge #37C-328: CITY owned, four (4) Cell RCB;
- West Edmundson Avenue, Bridge #37C-168: CITY owned
- Edes Street, Bridge #37C-409: CITY owned four (4) RCB's: Three (3) RCB's 10 ft. wide x 7 ft. tall, One (1) 10 ft. wide x 9 ft. tall;
- Cosmo Avenue, Bridge #37C-408: CITY owned four (4) RCB's: Three (3) RCB's 10 ft. wide x 7 ft. tall, One (1) 10 ft. wide x 9 ft. tall;
- Spring Avenue: CITY owned three RCB's: Center RCB 10 ft. wide x 10 ft. tall, two side RCB's 10 ft. wide x 9 ft. tall;
- Ciolino Avenue: Confluence with existing VALLEY WATER owned 15 ft. wide x 8 ft. tall underground RCB, Underground 10ft. wide x 9ft. tall and 10ft. wide x 8ft. tall - high flow RCBs parallel along Ciolino Avenue, including confluence with CITY owned existing 72-in. Dewitt Creek storm drain. Note: The existing 72-inch Dewitt Creek storm drain is and remains the CITY's operations and maintenance responsibility;
- Del Monte Avenue (Ciolino Avenue to North of West Dunne Avenue): VALLEY WATER owned underground 10ft. wide x 9ft. tall and 10ft. wide x 8ft. tall - high flow RCBs parallel with Del Monte Avenue;
- West Dunne Avenue: VALLEY WATER owned underground 10ft. wide x 9ft. tall and 10ft. wide x 8ft. tall - high flow RCBs crossing;
- Nob Hill Terrace: VALLEY WATER owned high flow horseshoe-shaped underground tunnel 12 ft. tall x 14 ft. wide parallel within Nob Hill Terrace;
- Hale Avenue (Nob Hill Terrace to Warren Avenue): VALLEY WATER owned high flow horseshoe-shaped underground tunnel 12 ft. tall x 14 ft. wide parallel within Hale Avenue;
- Warren Avenue (at Hale): VALLEY WATER owned high flow horseshoe-shaped underground tunnel 12 ft. tall x 14 ft. wide crossing;
- Hale Avenue (Warren Avenue to Wright Avenue): CITY owned underground 36-in RCP low flow storm drain, VALLEY WATER owned 10ft. wide x 9ft. tall and 10ft. wide x 8ft. tall - high flow RCBs parallel to and within Hale Avenue;
- West Main Avenue: CITY owned underground 36-in RCP low flow storm drain, VALLEY WATER owned 10ft. wide x 9ft. tall and 10ft. wide x 8ft. tall - high flow RCBs crossing;
- Wright Avenue: CITY owned underground 36-in RCP low flow storm drain, VALLEY WATER owned 10ft. wide x 9ft. tall and 10ft. wide x 8ft. tall - high flow RCBs crossing;
- Hillwood Lane: CITY owned arched culvert;
- Llagas Creek Drive: CITY owned arched culvert, 5ft.-11in.± wide x 22ft.-10in.± tall;
- Llagas Road: CITY owned RCB-Double Cell

If said VALLEY WATER maintenance work will involve the closure of any CITY streets/traffic lanes, or will involve frequent trucking (defined as more than one truck per hour) to and from the maintenance site, VALLEY WATER shall apply for the appropriate City permit and submit a traffic control plan to CITY. CITY staff will have five working days from receipt of the permit application and traffic control plan to review and suggest any modifications to VALLEY WATER. VALLEY WATER is not otherwise required to submit a traffic control plan to complete maintenance work associated with Flood Protection Features or Joint Flood Protection and Recreation Features as identified and defined in Article II (1.) and (3.).

4. PARTIES acknowledge a portion of existing West Little Llagas Creek from Ciolino Avenue upstream to West Main Avenue is outside of the Project's scope of work and operations, and maintenance responsibilities for such property shall comply and be limited to the terms and conditions of the PARTIES' existing right of way documents for this portion of West Little Llagas Creek:

- Ciolino Avenue to Dunne Avenue: VALLEY WATER Easement Deeds for existing 15 ft. wide x 8 ft. tall RCB beneath shopping center:
 - #1655462 Easement, recorded 6/30/1959;
 - #6767759 Easement, recorded 7/1/1980;
 - #11900477 Easement, recorded 5/12/1993;
 - #12750293 Easement, recorded 12/15/1994;
 - #12750297 Easement, recorded 12/15/1994;
- Dunne Avenue: CITY owned crossing where VALLEY WATER has no existing rights;
- 5th Street: CITY owned crossing where VALLEY WATER has no existing rights;
- 4th Street: CITY owned crossing where VALLEY WATER has no existing rights;
- Between 4th Street and 3rd Street: VALLEY WATER Easement Deed #6388526, recorded 5/30/1979 for a 203± sf triangle shaped parcel;
- 3rd Street: CITY owned crossing where VALLEY WATER has no existing rights;
- Del Monte Avenue: CITY owned crossing where VALLEY WATER has no existing rights;
- Warren Avenue: CITY owned crossing where VALLEY WATER has no existing rights; and
- Warren Avenue to West Main Avenue: VALLEY WATER Deeds:
 - #1994330 Easement, recorded 5/8/1961;
 - #1995042 Easement, recorded 5/9/1961;
 - #7468700 Fee Grant Deed (7,250± sf), recorded 9/20/1982;
 - #9198181 Easement, recorded 3/18/1987.

5. VALLEY WATER maintenance activities are to comply with all applicable City, County, and State regulations regarding traffic control. VALLEY WATER further agrees, whenever practical, to schedule the use of said maintenance work to avoid or minimize disruption of the Recreation Features as identified and defined in Article II (2.), including special event activities held within the Project area.

B. CITY Maintenance Schedule

1. PARTIES acknowledge and agree CITY is responsible for performing routine maintenance for recreation, open space, and trails in a manner consistent with the CITY's standard park/trail operations, and in accordance with the Joint Use Agreement (#A4201M) executed by the PARTIES, including any future amendments or renewals approved by the PARTIES. Accordingly, CITY agrees to notify VALLEY WATER's designated superintendent at least ten (10) working days prior to commencement of any significant work, to coordinate with VALLEY WATER maintenance responsibilities to minimize public impacts. Significant work shall consist of work that is not regular and routine in nature. Regular and routine in nature shall include litter/trash removal, graffiti abatement, weed abatement, and other similar activities.
2. PARTIES acknowledge and agree CITY is and remains responsible for the operation and maintenance responsibilities for the storm drainage system, outfalls, outfall structures/headwalls, flap gates, and appurtenances that may discharge into the Project's Flood Protection Features.
3. PARTIES further acknowledge and agree that CITY is responsible for the CITY owned structures, including structural inspections and repairs and for performing maintenance (i.e. street resurfacing) on street locations and street crossings associated with the Project as identified and defined in Article VI (A)(3).

C. CITY Event Schedule

CITY agrees to notify the VALLEY WATER's designated superintendent at least thirty (30) calendar days prior to commencement of such events within the Project limits, so VALLEY WATER may coordinate their maintenance activities accordingly to minimize public impacts.

D. CITY and VALLEY WATER Designated Superintendents

CITY and VALLEY WATER agree, for proposed activities/work within the Project limits, to provide the other with the name and business telephone number of their designated superintendents for purposes of receiving the schedules and notice required under this Article VI, if different than their designated

superintendents identified in Article XI of this AGREEMENT. CITY and VALLEY WATER agree to notify the other in a timely manner in the event of any changes in the information regarding their designated superintendents.

VII. DAMAGE OR DESTRUCTION

A. Damage to CITY's Improvements within VALLEY WATER's Project right of way

1. In accordance with the terms and conditions of the Joint Use Agreement (#A4201M), VALLEY WATER is not responsible for any damage occurring to CITY improvements or structures located within VALLEY WATER's Project right of way that results from VALLEY WATER's maintenance, construction or reconstruction activities, or from its water management and/or flood protection facilities located on or near this Project right of way, including (without limitation) any flood flows, or inundation of West Little Llagas Creek onto Recreation Features or joint Flood Protection and Recreation Features. Further, CITY is responsible for any damage occurring to either VALLEY WATER's or CITY's improvements or structures located within VALLEY WATER's Project right of way that result from the public's use. All such costs for repairing such damage to VALLEY WATER's or CITY's improvements will be borne by CITY.
2. In the event CITY fails to perform its obligations under this Article in a timely fashion, VALLEY WATER shall, by written notice, provide CITY with an additional fifteen (15) days to cure. If, after such cure period, CITY has not taken the action(s) specified in this Article, VALLEY WATER, at VALLEY WATER's sole option, shall have the right to proceed with such repairs or replacement and bill CITY for VALLEY WATER's costs of same. By "costs," the PARTIES agree that such costs shall include the costs which are necessary to complete the work and a proportionate share of VALLEY WATER's design, engineering, and administrative expenses.

B. Damage to CITY's Improvements within CITY's right of way

1. PARTIES agree VALLEY WATER is responsible for operations and maintenance of the Flood Protection Features as identified and defined in Article II (1). VALLEY WATER is responsible for any damage occurring to CITY improvements or structures located within CITY's right of way that results from VALLEY WATER's maintenance, construction or reconstruction activities.

By way of example, if VALLEY WATER damages existing CITY street improvements while VALLEY WATER performs sediment removal of

the reinforced concrete box culverts at existing CITY street crossings, all such costs for repairing such damage to CITY's improvements will be borne by VALLEY WATER.

2. In the event VALLEY WATER fails to perform its obligations under this Article in a timely fashion, CITY shall, by written notice, provide VALLEY WATER with an additional fifteen (15) days to cure. If, after such cure period, VALLEY WATER has not taken the action(s) specified in this Article, CITY, at CITY's sole option, shall have the right to proceed with such repairs or replacement and bill VALLEY WATER for CITY's costs of same. By "costs," the PARTIES agree that such costs shall include the costs which are necessary to complete the work and a proportionate share of CITY's design, engineering, and administrative expenses.

C. Allocation of Costs

In the event that damage or destruction occurs to Flood Protection Features, Recreations Features, Joint Flood Protection and Recreation Features, or Mitigation Plantings from a cause not specifically addressed in this Article or from a combination of causes involving the acts and omissions of VALLEY WATER and CITY, the PARTIES agree to resolve the allocation of costs for repairing or replacing the affected facilities through the resolution process set forth in Article X of this AGREEMENT.

D. Rodent Control

1. PARTIES agree that Rodent Control is required for Joint Flood Protection and Recreation Features that benefits each PARTY. CITY may provide rodent control services on behalf of the community and as needed for the protection of the Recreation Features at its sole cost. CITY agrees to notify VALLEY WATER's designated superintendent at least ten (10) working days prior to commencement of such work.
2. PARTIES acknowledge and agree that VALLEY WATER may perform rodent control as required to protect Flood Protection Features and Mitigation Plantings at their sole cost. VALLEY WATER agrees to notify CITY's designated superintendent at least ten (10) working days prior to commencement of such work.

VIII. SUCCESSORS AND ASSIGNS

This AGREEMENT, and all terms, covenants, and conditions hereof, shall apply to and bind the successors and assigns of the respective parties hereto.

IX. MUTUAL INDEMNIFICATION PROVISIONS

- A. Neither VALLEY WATER, nor any officer or employee or agent thereof, shall be held responsible for any damage or liability occurring by reason of anything done or omitted by CITY or public under or in connection with any work under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify, and hold VALLEY WATER harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted by CITY under this AGREEMENT.
- B. Neither CITY, nor any officer or employee or agent thereof, shall be held responsible for any damage or liability occurring by reason of anything done or omitted by VALLEY WATER under or in connection with any work, authority, or jurisdiction delegated to VALLEY WATER under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, VALLEY WATER shall fully defend, indemnify, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted by VALLEY WATER under this AGREEMENT.

X. RESOLUTION OF DISPUTES

This AGREEMENT requires the PARTIES work together in good faith to achieve the intent of this AGREEMENT. In the event that a dispute arises as to the proper interpretation of the respective rights and responsibilities of the PARTIES under this AGREEMENT, or as to any other aspect of this AGREEMENT, the PARTIES agree that they each will assign the appropriate individuals to meet and make good faith efforts to negotiate in order to arrive at a resolution of the dispute.

If after employing this informal resolution process the parties are at impasse, either PARTY may request an independent, mutually agreed upon mediator to facilitate further negotiation with the costs shared equally by each party.

Nothing herein shall prevent either PARTY from exercising any rights it may have to enforce the terms of this AGREEMENT at law or in equity.

XI. NOTICE AND SUPERINTENDENT DESIGNATION

Unless otherwise provided in this AGREEMENT, any notice, tender, or delivery (collectively, "communications") to be given hereunder by either PARTY shall be in writing and shall be delivered by personal delivery, or by registered or certified mail, postage prepaid, return receipt requested. Communications delivered personally or sent by registered or certified mail, in accordance with this Article shall be deemed communicated when delivered upon receipt or refusal to accept delivery at the addresses specified in this Article. Each PARTY must appoint a superintendent to be directly in

charge of an organization which will be fully responsible for the continuous inspection, operation, and maintenance of the Project Features. Each PARTY has appointed as their superintendent the individual listed below. Each PARTY may change its superintendent, address, or telephone number by written notice given in accordance with this Article:

To VALLEY WATER: Valley Water
5750 Almaden Expressway
San Jose, CA 95118-3686
Attn: Chief Executive Officer
Telephone Number: (408) 630-2084

To CITY: City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
Attn: City Manager
Telephone Number: (408) 776-7382

XII. MISCELLANEOUS PROVISIONS

- A. Singular and Plural: Words in the singular number shall be to include the plural, unless the context otherwise requires.
- B. Time of Essence: Time is of the essence for the performance of all obligations under this AGREEMENT.
- C. Choice of Law: This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. In the event that suit shall be brought by either party hereunder, the PARTIES agree that trial of such action shall be exclusively vested in a State court in the County of Santa Clara or, where appropriate, in the United States District Court for the Northern District of California, San Jose, California.
- D. Captions: The captions inserted in this AGREEMENT are for convenience only, and in no way define, limit, or otherwise describe the scope or intent of this AGREEMENT, or any provision hereof, or in any way affect the interpretation of this AGREEMENT.
- E. Entire Agreement: This AGREEMENT (including the Joint Use Agreement (#A4201M and any future amendments or renewals approved by the PARTIES.) and VALLEY WATER's latest Project Operations and Maintenance Guidelines, which are incorporated herein by reference) constitutes the entire understanding and AGREEMENT of the PARTIES with respect to the subject matter of this AGREEMENT, and contains all the covenants and agreements of the PARTIES with respect thereto. CITY and VALLEY WATER each acknowledge that no representations, inducements, promises, or agreements, oral or written, have been

made by CITY or VALLEY WATER, or anyone acting on behalf of CITY or VALLEY WATER, which are not contained herein, and any prior agreements, promises, negotiations, or representations not expressly set forth in this AGREEMENT are of no force or effect.

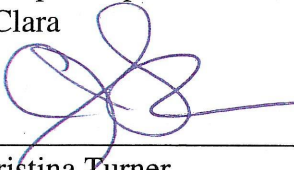
- F. Waivers: The waiver by a PARTY to this AGREEMENT of any term, covenant, agreement, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement, or condition herein contained, nor shall any custom or practice which may develop between the parties in the administration of this AGREEMENT be construed to waive or lessen the right of a PARTY to insist upon the performance by the other PARTY in strict accordance with all of the provisions of this AGREEMENT.
- G. Severability: If any clause or provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws effective during the term of this AGREEMENT, then and in that event, it is the intention of the PARTIES hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the PARTIES to this AGREEMENT that, in lieu of each clause or provision of this AGREEMENT that is illegal, invalid, or unenforceable, there be added as a part of this AGREEMENT a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS THE EXECUTION HEREOF,

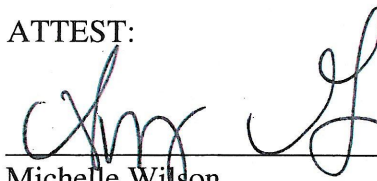
CITY OF MORGAN HILL

A Municipal corporation of the County of Santa Clara

By: 

Christina Turner
City Manager

ATTEST:



Michelle Wilson
Deputy City Clerk

APPROVED AS TO FORM:



 Donald Larkin
City Attorney

VALLEY WATER

A Special District, created by the California Legislature

By: 

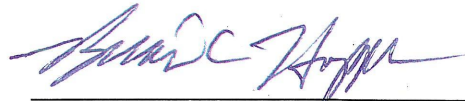
Norma J. Camacho
Chief Executive Officer

ATTEST:



Michele L. King
Clerk of the Board of Directors

APPROVED AS TO FORM:



Brian Hopper
Senior Assistant District Counsel

From: [Chris Ghione](#)
To: [Christina Turner](#)
Cc: [Donald Larkin](#); [Michelle Bigelow](#)
Subject: RE: [EXTERNAL] comment Morgan Hill City Council August 20 2025 #10 Plant and maintain trees
Date: Monday, August 18, 2025 7:13:46 AM

Hi Doug,
See responses to your questions below.
Chris

Chris Ghione
Assistant City Manager/Public Services Director

City of Morgan Hill
Public Services Department
17575 Peak Avenue, Morgan Hill, California, USA 95037
P: 408.782.9154 | **C:** 408.427.6196
chris.ghione@morganhill.ca.gov

From: "D. Muirhead" <doug.muirhead@stanfordalumni.org>
Date: August 17, 2025 at 12:17:08 PM PDT
To: CC Public Comment <CCPublicComment@morganhill.ca.gov>
Subject: [EXTERNAL] comment Morgan Hill City Council August 20 2025
#10 Plant and maintain trees

A comment for Morgan Hill City Council
meeting Wednesday August 20 2025
#10 Plant and maintain trees on West Little Llagas Creek trail

Question #1: Can the trees be planted on the west side of the trail
on or near the top of the channel bank? **Yes, this is where the trees will be placed.**

The Project Location Map tree images appear to be on trail itself. **The trees on the location map are an indication of the general area and not exact locations.**

The Tree Placement Requirements [Exhibit B] say that
No trees may be planted within at least 10 feet on either side
of an irrigation standpipe [what is an "irrigation standpipe"?] **These are the pipes coming out of the ground for irrigation connections for the existing temporary system operated by Valley Water.**

The ideal location would place the trees to cast shade on the asphalt
(lowering its surface temperature; see County Parks heat warning for

pets at Harvey Bear) from the southern sun when the trees are young and on trail users when the trees are mature. **Thank you for this comment.**

Question #2: Can you re-purpose the plant establishment watering system running along the top of the channel bank? When does the mitigation period (3-year or 5-year?) end and when would the new trees be planted? **No, this is not a system that can be utilized for the project, this system was included for the 5-year establishment period for valley water's mitigation plantings.**

Thank you for your consideration, Doug Muirhead, Morgan Hill

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

CITY COUNCIL STAFF REPORT

MEETING DATE: August 27, 2025

PREPARED BY:

Christina Turner, City Manager

APPROVED BY: City Manager

CITY COUNCIL MID-YEAR GOAL CHECK-IN

RECOMMENDATION(S)

Receive and review departmental updates, strategic priority workplan status updates, and Sustainable Morgan Hill priorities; and provide any desired changes to the workplan and Sustainable Morgan Hill priorities.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Protecting the Environment and Preserving Open Space and Agricultural Land

Maintaining and Enhancing Infrastructure

Supporting our Youth, Seniors, and Entire Community

Fostering a Positive Organizational Culture

Preserving and Cultivating Public Trust

Preserving our Community History

Enhancing Diversity and Inclusiveness

Advocating for Local, Regional, and State Legislative Initiatives

2024-2025 Strategic Priorities

Fiscal Sustainability

Affordable Housing and Homelessness

Community Engagement

Economic Development and Tourism

Transportation

Healthy Community

Guiding Documents

Bikeways, Trails, and Recreation Master Plan

Climate Action Plan

Communications, Outreach, and Engagement Plan

Economic Blueprint

Fire Services Standards of Coverage

GIS Strategic Plan

Morgan Hill 2035 General Plan

Public Safety Master Plan

Storm Drain Master Plan

Vision Zero
 Water System Master Plan
 Wastewater System Master Plan

REPORT NARRATIVE:

On February 7, 2025, the City Council held its annual goal-setting workshop, during which the Council reviewed, verified, and updated the 2024-2025 Sustainable Morgan Hill strategic and ongoing priorities (Attachment 1). The following items were discussed (each item is a link to the staff materials):

- a. [2024 Accomplishments](#)
- b. [Rules for the Conduct of City Council Meetings](#) (CP 97-01)
- c. [City Council Appointments to Outside Agencies](#)
- d. [2024-2025 Strategic Priorities Workplan](#)
- e. [2024-2025 Sustainable Morgan Hill](#)
- f. [Financial Update](#)
- g. [Economic Development Update](#) (starts on slide 40)
- h. [Housing Update](#) (starts on slide 48)

The August 20, 2025, City Council meeting agenda included an item for the Mid-Year Goal Check-In. After discussion, the City Council decided to continue the discussion to the scheduled August 27, 2025, Workshop.

Staff is seeking Council input on whether the current priorities remain appropriate or if updates are needed.

Staff will return to the City Council on September 17, 2025, to discuss the City's next budget cycle. This will continue the discussion from the Mid-Cycle Budget Review (June 4 and 18), including a review of service priorities, evaluation of potential revenue measures, and a timeline for conducting Community Engagement.

Additionally, staff is scheduling a Housing and Economic Development Workshop for October 22, 2025.

COMMUNITY ENGAGEMENT:

Inform and Engage

This staff report serves to update the City Council and the Community on progress made toward Council goals and to review Sustainable Morgan Hill, and to receive input from the City Council and Community.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On [February 7, 2025](#), the City Council held its annual Goal Setting Workshop, where they reviewed and discussed 2024-2025 Sustainable Morgan Hill and reaffirmed the current vision, ongoing priorities, and strategic priorities.

The August 20, 2025, City Council meeting agenda included an item for the Mid-Year Goal Check-In. After discussion, the City Council decided to continue the discussion to the scheduled August 27, 2025, Workshop.

FISCAL AND RESOURCE IMPACT:

No fiscal impact related to the discussion of goals.

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

DEPARTMENT UPDATES JANUARY – AUGUST 2025

ADMINISTRATIVE SERVICES

Council Services and Records Management

- Finalized 2024 election wrap-up, including certification of results, candidate onboarding support, and post-election reporting to the state.
- Supported regular and special City Council meetings: processing 106 staff reports and 12 meeting packets to date.
- Processed 20 resolutions, 5 ordinances, and 227 agreements.
- Fulfilled 156 public records requests between January and August, ensuring timely responses under the Public Records Act.
- Delivered training to regional City Clerks on emergency preparedness and crisis communications and Communication and Leadership.
- Provided full Clerk support to the Santa Clara Valley Habitat Agency, including agenda preparation, meeting clerk duties, and post-meeting follow-up such as minutes, resolutions, and records processing.
- Continued Clerk support to the Santa Clara County Recycling and Waste Reduction Commission, ensuring meeting compliance, agenda posting, and records retention for Commission actions.
- Successfully transitioned City Council and Planning Commission meetings to the West Conference Room during Council Chamber upgrades, ensuring meetings remained fully accessible to the public both online and in person.

Communications and Engagement

- Continued monthly presence at Sidewalk Saturdays, building Community relationships and increasing in-person engagement.
- Produced and shared “Meet Morgan Hill” teammate highlight videos, showcasing employees across departments to humanize local government and strengthen Community connection.
- Continued distribution of the monthly Spanish-language email newsletter, growing subscribers and engagement among Spanish-speaking residents.
- Coordinated cross-departmental communications for major announcements, events, and programs.
- Created a social media content calendar to better plan and track citywide outreach campaigns.
- Produced photography and video content to support Community events, public safety messaging, and organizational highlights.
- Supported multiple departments, including Housing, Economic Development, Public Safety, Planning, Public Works, and Environmental Services, with outreach, marketing, and bilingual communication efforts, including translation and interpretation services.



CITY OF MORGAN HILL

DEPARTMENT UPDATES JANUARY – AUGUST 2025

- Produced 25+ informational videos totaling over 100 minutes of content, highlighting City programs, services, and Community initiatives.

Finance/Budget/Utility Billing

- Continued making steady progress on the implementation of our new Enterprise Resource Planning (ERP) system. As of July 2025, the Financials, Utility Billing, and Payroll modules are live. The next phase - implementation of Employee Access and Human Resources modules - is currently underway.
- Preliminary planning for the FY 2026–27 and 2027–28 biennial budget has begun, with full budget development scheduled to begin in January 2026.
- Continued to review service priorities, evaluate potential revenue measures, and conduct Community engagement regarding the City’s ongoing structural budget challenges and the need for strategic action to ensure long-term fiscal sustainability.

Human Resources

- Processed 551 job applications, hosted 17 oral boards, and opened 14 recruitments.
- Currently in negotiations with all three bargaining groups with contracts to expire on December 31, 2025.
- Open Enrollment window for benefits is September 15, 2025 through October 10, 2025.
- Teammate Health Fair will be on September 30, 2025, and will include vendors and flu shots.

CITY ATTORNEY

- Continued to provide legal advice and legal support to City Council, City Commissions, City Manager, and City Departments initiatives, including but not limited to negotiations with all three employee bargaining groups.
- Prepare and approve to form all ordinances and resolutions, including an amended version of the Massage Ordinance.
- Continued to make frequent Court appearances representing the City in San Jose and Morgan Hill to prosecute misdemeanor code violations, Gun Violence Restraining Orders (GVROs), and respond to criminal court motions.
- Continued to oversee the City’s risk management as the City’s Risk Manager and supervise all matters involving Joint Powers Insurance Authority (JPA).
- Attending and supporting the Morgan Hill Police Department (MHPD) and Housing Department at the quarterly meeting with Morgan Hill property managers in collaboration with our County partners and assist with outreach efforts into the Community regarding the Smokefree Ordinance passed in September 2024.



DEPARTMENT UPDATES JANUARY – AUGUST 2025

- In partnership with Human Resources, provided mandatory training on the prevention of harassment, discrimination, and retaliation to supervisors and public officials.

CITY MANAGER

- Supported the Police Department with security planning for large Community events, demonstrations, and coordination of press events.
- Represented the City's interests and supported CAL FIRE throughout the dissolution of the South Santa Clara County Fire District.
- Helped with the interview process and successful onboarding of the City's new Fire Chief.
- Supporting significant Infrastructure and Capital Projects such as the opening of the all-electric Butterfield Fire Station and progress on the Upper Llagas Creek Flood Control Project.
- Actively engaged in regional coordination through participation in regular meetings with Santa Clara County City Managers Association (SCCCMA), County of Santa Clara, Morgan Hill Unified School District (MHUSD), Santa Clara Valley Transportation Agency (VTA), Chamber of Commerce, Gilroy, South County Youth Task Force (SCYTF), and South County Regional Wastewater Authority (SCRWA).
- Presented at the League of California Cities Mayors and Council Members Academy.
- Serving on the Board of Directors for the California Cooperative Liquid Assets Securities System (CLASS), helping public agencies strengthen and diversify their investment strategies.
- Serving on the NextGen of Silicon Valley Committee, promoting public sector careers and professional development for the next generation of local government leaders.
- Providing leadership and oversight in labor negotiations with all three employee bargaining groups.

DEVELOPMENT SERVICES

Building/Fire Prevention

- Continued processing permit applications. 1,155 permit applications were received, and 1,077 permits have been issued.
- Continued to perform inspections on projects. 5,798 inspections have been performed.
- Continued to work with Human Resources to fill the vacant Fire/Building Inspector position.

Code Compliance

- Continued to work on closing out code compliance cases. 490 code cases were opened, 530 code cases were closed. There are currently 142 active code cases.



DEPARTMENT UPDATES JANUARY – AUGUST 2025

Economic Development

- New Entrepreneurship Support Program: Launched a partnership with the Renaissance Entrepreneurship Center and the MHUSD to offer bilingual mentoring, workshops, and business training for both aspiring and existing entrepreneurs.
- Disability Access Improvement Program: Rolled out a new reimbursement initiative to help small businesses upgrade facilities for greater accessibility and ADA compliance.
- Butterfield 5: Buildings 1 and 3 are now fully leased.
- Grand Openings: Chick-Fil-A, Luxe Building, and Grocery Outlet.
- Hotel MOHI: Full construction underway, with anticipated completion by Spring 2026.
- Raising Cane's: Currently under construction and expected to open in October 2025.
- Tracking key projects with the Planning & Building teams: Sempera Organics expansion, Tractor Supply Company, Philz Coffee, Family RV, El Pollo Loco, Taco Bell, and Pre-Hispanic MX Cuisine.
- Supporting the remodels of World Oil (Monterey Road), Shell Gas (W. Dunne Avenue), and Valero (Wright Avenue) which is converting to Chevron.
- Tourism Promotion: Collaborating with Visit Morgan Hill on the design and launch of the Morgan Hill Destination Magazine.
- Downtown Property Business Improvement District (PBID) Activities: Supporting enhanced services such as median lighting, Sidewalk Saturdays, Twilight Markets, sidewalk power washing, and exploring a Downtown Gateway Arch design.
- Policy & Planning:
 - Partnering with the Planning Department to update the Condit and Laurel Road Planned Unit Developments (PUDs) to improve development flexibility.
 - Conducted outreach to massage establishments regarding license and permit renewals.
- Marketing & Outreach:
 - Updated industrial marketing materials.
 - Represented Morgan Hill at the International Council of Shopping Centers (ICSC) Retail Conference.

Housing/Homelessness/Economic Mobility

- Housing division is now fully staffed with the addition of a Housing and Economic Mobility Director and Housing Program Coordinator to complement the Unhoused Specialist.
- Launched a new resource pop up, every Friday of the month to support food distribution and access to services at the Morgan Hill Bible Church in partnership with the South County Compassion Center.
- Continued coordination on behalf of the Below Market Rate (BMR) Program.
 - Vida Homes (398 units), adjacent to Butterfield Boulevard and Jarvis Drive, has successfully placed individuals in 70 below market rate units with only 8 below market rate units remaining



DEPARTMENT UPDATES JANUARY – AUGUST 2025

available in the development. It is anticipated that by the end of Summer 2025, all BMR units will be occupied.

- Continued coordination with our upcoming housing developments to ensure Morgan Hill residents will have access to new housing opportunities. The Gates (49 units/7 BMR units), Denova Homes (93 units/14 BMR units) and Manzanita Park (67 units/10 BMR units) all located at Monterey Road, will be coming online by the end of the year.
- Continued Community engagement and relationship building by tabling at resource fairs and events.
- Continued to provide support to residents looking for housing opportunities and families experiencing homelessness or at risk of homelessness.
- Partnered with the County of Santa Clara and City of Gilroy on a kickoff event for affordable manufactured home grants, providing pathways for South County residents to secure housing.
- Continued to improve internal department coordination to ensure homeless response is expeditious and effective with shelter and service support.
- Secured a \$416,500 grant from ICMA to further the City's economic mobility efforts and support the implementation of the Housing Element.
- Actively participating in the Steering Committee of the Santa Clara County's Community's Plan to End Homelessness.
- Participating in Eden's Housing Resident Services Committee.

Planning

- Conducted Community engagement on the Healthy Neighborhoods for All Element consisting of 49 events reaching approximately 1,400 Community members from January 2025 through July 2025.
- Released the Healthy Neighborhoods for All Background Review Report.
- Awarded \$1,150,000 through the Metropolitan Transportation Commission (MTC) Transit Oriented Communities (TOC) Planning Grant Program to be consistent with MTC TOC Policy.
- Assisted Climate Action Pathways for Schools in being awarded a \$300,000 grant through the James Cary Smith Community Grant Program in which MHUSD high school interns will assist in the development of the Healthy Neighborhoods for All Element, and updates to the Natural Resources and Environment Element and Safety, Services, and Infrastructure Element.
- Assisting the Land Development Engineering Division on the creation of the Comprehensive Safety Action Plan.
- Initiated work on Annexation applications for Rose Orchard Court, Condit Sports Facilities, and Butterfield Sports Park Expansion.
- Principal Planner was selected as a subject-matter expert for planning-related issues for Cal Cities and as a committee member for the Morgan Hill/San Martin Thrives! Committee, a committee of the South County Youth Task Force.



DEPARTMENT UPDATES JANUARY – AUGUST 2025

- Continued exemption from SB 423 Streamlined Ministerial Approval Process (formerly SB35) based on the City's progress on Regional Housing Needs Allocation (RHNA) and Annual Progress Report filing.
- Coordinated with City Departments on implementation of the new AB130/AB131 CEQA Exemption and Streamlined Permitting process.
- Continued to collaborate with Economic Development on land use changes to improve flexibility and attract new businesses.

FIRE

- Staffing of the Butterfield Fire Station expected by September 1, 2025.
- Working on fleet modernization updates.
- Welcomed new Fire Chief, Marcus Hernandez, and Assistant Fire Chief, Nick Giampaoli.

POLICE

- Hiring officers to fill six anticipated or vacant positions and two multiservice officers' vacancies.
- Building out wellness and resiliency program by expanding team and using therapy dogs and psychologists.
- Evaluating recommendations from Police Officer Standards and Training (POST) study.
- Our police officers and detectives remain fully engaged in ongoing investigations related to multiple serious criminal incidents, dedicating significant time and resources to resolving each case.
- Acclimating new explosive/apprehension K-9.
- Performing Dispatch remodel including updating end of life equipment.
- Increasing Downtown/special event safety by adding pan, tilt, and zoom cameras.
- Fulfilling Traffic Safety Enforcement grant requirements.
- Conducting enforcement of illegal massage businesses.
- Evaluating Emergency Medical Service dispatching options.

Office of Emergency Services

- Developing annual Emergency Operations Center (EOC) functional exercise.
- Increasing Community Emergency Response Team (CERT) emergency callout capabilities.
- Engaging emergency preparedness and response relationships with Community Based Organizations (CBOs), Faith Based Organizations (FBOs), and private businesses.



DEPARTMENT UPDATES JANUARY – AUGUST 2025

Information Technology (IT)

- Continue supporting new technology city-wide initiatives.
- Adapting to end-of-life hardware and software by deploying new technology city-wide.
- Continue to strengthen our cybersecurity resiliency.

PUBLIC SERVICES

Public Services Administration

- Continue to make efforts in obtaining grant funding, most recently applying for grants to support fire protection projects along roadways and in open spaces in High Fire Severity Zones.
- Department team members are collaborating on an ongoing basis with the County of Santa Clara on weed abatement to ensure reduced fire risk on private property.

Environmental Programs

- Implementation and enforcement of State mandated requirements for Solid Waste regulations related to organic waste management for businesses continues, with City teammates and our solid waste franchise supporting businesses in understanding and implementing requirements.
- Preparations for the second chance week events in Gilroy and Morgan Hill are in progress for the upcoming week of September 13-21, 2025.
- Continued to work towards the implementation of the City's Climate Action Plan using minimal staff resources and grant funding received from Silicon Valley Clean Energy.
- Continued to manage the Countywide Solid Waste Program on behalf of all cities and the County, while making staffing adjustments to account for declining countywide revenues for the program.
- Ensuring the City meets its mandated reporting for Storm Water Pollution Prevention, Solid Waste and Recycling, and Water Conservation through increasing State reporting requirements.
- New technology for water customers to track use, review trends, and get notified of leaks was recently rolled out via the new Aqua Trax platform and optimization of the software is underway.
- Continued to work with commercial, industrial, and institutional properties to help them understand and comply with the ban on watering non-functional turf, with continued transition by numerous properties to low water landscaping.
- A new reporting system for private sewer lateral repair reporting is nearing completion and anticipated to be rolled out to realtors and plumbers later this year.



DEPARTMENT UPDATES JANUARY – AUGUST 2025

Engineering

- Valley Water Flood Control Project – Supporting Valley Water in completion of the final phase of the project. Significant flood control benefits in the southern part of the City are anticipated for this winter, with final completion of the project, including restoration of Hale Avenue planned for late 2026.
- Pavement Rehabilitation –The annual project is underway with completion anticipated in September. The areas of significant work include:
 - Main Avenue between Condit and Live Oak High School
 - Llagas Road west of Llagas Court
 - Streets in the Woodland Acres area
 - Tilton Avenue west of Dougherty Avenue
- Relief Sewer Trunk Line to Gilroy – the City has submitted an application for federal funding and plans to put the project out to bid before the end of the year.
- The new Butterfield Fire Station has been substantially completed and close-out of the project will occur in the coming months after installation of traffic signal at the station entrance.
- The new East Dunne Water Tank is through 50% of construction with completion anticipated by the end of 2026.
- Continued to repair aging water mains and sewer lines, with the next water main rehab project planned for the coming months and the next sewer line repair project occurring in spring of 2026.
- The Citywide Solar Project has completed design and building permits have been issued. Construction is anticipated to begin at seven sites in the fall of this year.
- The new Butterfield Park construction is underway, anticipated completion is early 2026.
- Transportation Master Plan has been completed, and the City is working with its consultant on an update to the Traffic Impact Fee as well as a grant funded Comprehensive Safety Action Plan, both of which will come to the Council this fall.
- Partnership with the City of Gilroy continues to require support and funding in the areas of the treatment plant expansion and capital maintenance planning for the existing jointly owned sewer trunk line. The treatment plant expansion is anticipated to be completed by year end and repairs to the existing trunk line are currently in design.
- With receipt of a nearly \$1 million grant from the Metropolitan Transportation Commission, the team is working towards finalizing a grant agreement before moving towards project design.



DEPARTMENT UPDATES JANUARY – AUGUST 2025

Maintenance

- Completed open space and vegetation maintenance ahead of fire season and now beginning preparations for storm season.
- The annual sidewalk maintenance project is underway, with sidewalk repairs and new curb ramp replacement occurring across the City. Additionally, the City has used a contractor to repair significant sidewalks using concrete cutting technology.
- Contracted with a consultant to complete a draft sidewalk assessment. This assessment will be shared with the City Council in conjunction with completion of an update to the City's ADA transition Plan, which is anticipated to come to Council in the fall.
- Continue to prioritize and complete citywide graffiti abatement in a timely manner utilizing limited staff resources.
- The maintenance team continues to optimize the use of SeeClickFix to engage with residents and respond to maintenance issues across the City.
- A significant re-roofing project for the City Council Chambers has been awarded and will be completed in the fall.
- Worked with our Heating Ventilation and Air Condition (HVAC) contractor to identify the top needs and priorities for renovating City Building HVAC systems. Renovations are planned for the coming Fiscal Year.
- Completed the first round of installation of trash capture devices mandated by the State within the City storm drain system and will be maintaining these devices for the first winter this year.
- Following receipt of a \$1 million grant from Silicon Valley Clean Energy, teammates are in the early phases of design for an electrification and energy savings project at the Aquatics Center. It is anticipated that this project will begin construction in mid- 2026.
- Increased support needs for special event street closures, traffic control, and general event support.
- Park Maintenance is focused on safety over cleanliness and quality due to limited resources and higher priority needs.

Parks and Recreation

- The Division continues to improve on cost recovery with a preliminary estimate of cost recovery at 89% for FY 2024-25.
- Managed the City's four major recreation facilities—Centennial Recreation Center, Outdoor Sports Center, Aquatics Center, and Community and Cultural Center—in collaboration with key partners, accommodating an estimated 1.08 million visits in FY 2024-25.
- Continued to market and promote the use of rental facilities at the Community and Cultural Center and other locations successfully, with very strong rental rates and revenues seen through FY 2024-25.



DEPARTMENT UPDATES JANUARY – AUGUST 2025

- Continued to refine the use of recently implemented Recreation software to improve customer service, streamline operations, and reporting. Continued refinement of the software is planned for FY 2025-26.
- Collaboration on utilizing the City's Recreation facilities to support tourism continues, with regular partnership between City teammates, partner organizations, and Visit Morgan Hill.
- Continued to support and provide coordination for the recently established Morgan Hill Pickleball Club.
- Continued to manage special event applications for the use of City owned property and rights of way, with increased numbers of applications being filed annually year over year.
- Memorandums of Understanding (MOU) for the issuance of Council approved Community Funding to organizations is underway, with several MOU's completed.
- Partnering with the Bay Area Panthers for facility use, including coordination with the Morgan Hill Outdoor Sports Center (MHOSC) and Visit Morgan Hill, in a partnership that is mutually beneficial to all organizations.
- Continued to implement grant funded Bicycle and Pedestrian Encouragement Program and hosted the Open Streets Event on Depot Street and the Community Center in early May 2025.
- Continued involvement in the South County Youth Task Force through both the Technical and Policy Teams, with expanded support for subcommittees and grant management - strengthening Community connections and engagement.
- Operation of the Magical Bridge volunteer program and Community events has continued at past levels, with volunteer support provided by a very small number of dedicated volunteers.
- Library and Cultural Arts Commission – continued support for the Commission administration and its extensive Work Plan, with the Commission's focus currently on the development of the Public Art Master Plan.
- Parks and Recreation Commission – support for Commission is ongoing, expected increased support will be required as the Capital Improvement Program calls for the Commission and staff to lead an update to the Parks and Recreation Master Plan.
- Currently planning the implementation of the citywide decorating contests of Halloween Haunt and Holiday Lights, while actively looking for sponsors for the programs.

Utilities

- Completed a draft update to the City's Sanitary Sewer Management Plan, which will be coming to Council in early fall for review.
- Continued to comply with State required water quality testing, with increasing test types required for PFAS and other materials taking additional time and resources. Test results continue to show good levels of water quality as is reported out annually in the City's Consumer Confidence Report for water.



DEPARTMENT UPDATES JANUARY – AUGUST 2025

- Continued to work towards identifying locations for new ground water wells, which has led to a site on Eagle View Drive moving forward towards well drilling. If all is successful at this site, a new well will come online by the end of 2026.
- Continued to maintain and retrofit wastewater lift stations. Two lift stations in the Jackson Oaks and Holiday Lakes area are currently being retrofitted.
- Continued to improve technology use with support from the Information Technology and GIS Divisions, including Supervisory Control and Data Acquisition (SCADA) systems, Advanced Metering Technology (AMI), and the City Works Maintenance Management System.
- Continued maintenance of the City's sewer system through Closed Circuit Television (CCTV) video of all City sewer lines and routine flushing of City lines continues to keep the sewer system in good condition.
- Planning for the destruction of four older unused water wells is currently in progress and expected to occur in early 2026.

Geographic Information Systems (GIS)

- The Division is currently focused in preparing for a very significant upgrade to our GIS Enterprise System, which would be immediately followed by a Utility Data Management Project that will keep our GIS systems current with necessary technology requirements and allow for future expanded uses of GIS.
- Continued updates of address databases are being maintained, which will allow more increasingly accurate location information for public safety responses.
- Continued to support grant application efforts as grant funders in numerous areas require GIS data and mapping, most recently supporting efforts on a CAL FIRE fuel reduction grant application.

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

STRATEGIC PRIORITIES 2024-2025

Fiscal Sustainability

The City will continue to be financial stewards of its resources and assets to ensure long-term fiscal sustainability. Through the budget development process, the City, within the fiscal sustainability path, will prudently carry out the City Council's priorities, while maintaining adequate fund balance reserves. The City will continue to explore new or expand existing revenue sources to ensure fiscal sustainability.



Affordable Housing and Homelessness

Morgan Hill will continue to improve, preserve, and develop new safe, quality, rental, and ownership housing for workers and residents at all income levels. To the extent possible, the City will respond to and reconcile new housing initiatives and legislative mandates. The City is guided by the vision of its General Plan, a long-term plan for the physical development of the Community. The vision includes the preservation of agriculture, incentives to foster infill development, and new housing for families of various sizes, ages, and incomes. Like many other cities in the Bay Area, Morgan Hill is experiencing transformative growth and working to meet the housing needs of its current and future residents. The City's Housing Program is grounded in five key pillars:

- **Production of New Affordable Housing Units:** Morgan Hill will continue to improve, preserve, and develop new safe, quality, rental and ownership housing for workers and residents at all income levels through the implementation of its Inclusionary Housing Ordinance. The City will seek partnerships that create new housing opportunities directly aligned with the City's "fair share" Regional Housing Needs Allocation (RHNA).
- **Promotion of Housing Program:** The City manages an inventory of Below Market Rate deed-restricted units and collaborates with the County of Santa Clara and local non-profits to connect residents to resources. Staff will focus on communications, engagement, and education of housing resources and services with particular attention to the Spanish-speaking residents.
- **Prevention of Homelessness:** Implement the Countywide Community Plan to End Homelessness by continuing to identify barriers and housing problem solving at the local level through the assistance of the Unhoused Specialist, and advance efforts to increase coordination in South County among its service providers. The City will continue to employ a balanced approach, offering resources and referrals to services, partnering with the faith-based community and non-profits to create appropriate local service points, while also utilizing available resources to reduce encampments.
- **Protection of Quality of Life for New and Existing Neighborhoods:** The City will continue to seek quality development that balances the needs of existing and new neighborhoods.
- **Preservation of Existing Affordable Housing Inventory:** The City has a robust inventory of Below Market Rate (BMR) housing units. Through the City's thoughtful planning, affordable housing is integrated throughout the Community and balanced throughout new developments. The City's Inclusionary Housing Ordinance further ensures future production of income-restricted units. The City will coordinate the sale of and lease up process of upcoming affordable developments to ensure residents are aware of and accessing upcoming housing opportunities.

STRATEGIC PRIORITIES 2024-2025

Community Engagement

The City's Communications, Outreach, and Engagement Plan defines the communication, priorities, strategies, and tools the City will use when communicating with the Community. Through the Plan, the City will share the Morgan Hill story and work to build trust with the Community and ensure that we provide effective engagement opportunities. The application of effective communication strategies ensures that all City Council Members, Commissioners, and teammates have the tools to provide accurate, timely, and relevant information to the Community. The Plan aligns communication resources with the goals to set clear communications expectations for the Community, ensuring that the City can continue providing excellent services that reflect the strength of the City's outreach initiatives while supporting the implementation of the City Council's strategic priorities.

- Encourage Community engagement through audience-appropriate two-way communication, and ensure opportunities for constructive feedback.
- Share accurate, non-biased information promptly through a variety of communication channels.
- Maximize opportunities to engage with the Spanish-speaking community by sharing information and resources in Spanish and holding workshops, town halls, and other meetings in Spanish.
- Build trust in local government by creating a sense of belonging and value with all members of the Community, especially those that are traditionally marginalized.
- Work directly with the Council, staff, and Community partners to ensure communication and outreach efforts, objectives, and outcomes align with the strategic priorities and promote Community understanding.
- Keep City teammates informed and involved in public dialogue to aid in telling the Morgan Hill story.

Economic Development and Tourism

The City's Economic Development efforts focus on implementing the Economic Blueprint strategies and actions to help build long-term fiscal sustainability and improve quality of life for residents. This will be achieved by attracting jobs and commercial investment which generate revenues to support essential City services and improve critical City infrastructure. The Economic Blueprint is focused on advancing economic prosperity and vitality by attracting investment, development, and jobs in four key industries:

- **Healthcare:** Grow and foster medical and diagnostic services by advancing and supporting the entitlement process for new medical facilities. Promote and market Morgan Hill as a desired location for medical and diagnostic providers.
- **Innovation and Advanced Manufacturing:** Grow existing companies, attract new industry, and grow high-quality jobs. Support and advance the entitlement and permit process of new developments. Promote and market Morgan Hill as a premier location for commercial and industrial investment.
- **Retail:** Grow retail offerings and strengthen commercial nodes. Utilize incentives and available tools to attract new investments that increase both jobs and revenue to the Community.
- **Tourism:** Grow leisure, agriculture, wine country, and sports and recreational tourism. Continue to nurture Downtown's transformation as a Community gathering place. Support the Downtown Property Based Improvement District and manage parking supply. Support and incentivize additional lodging investments, implement activations with partner organizations, and partner with Visit Morgan Hill to support increased tourism and vibrancy.



STRATEGIC PRIORITIES 2024-2025

Transportation

The City has clearly identified traffic and transportation issues facing Morgan Hill as regional in nature. Morgan Hill will continue to partner with the City of Gilroy to advocate for improvements and funding for the South Santa Clara County Transportation Corridor. The City will actively advocate on regional transportation planning issues. Locally, the City will prioritize funding for Vision Zero safety strategies over congestion management. The City will take actions to implement its goal to create a culture that prioritizes safety, creates livable streets, and seeks to eliminate traffic fatalities. Safety of pedestrians, bicyclists, drivers, and passengers is paramount.



- Implement the Transportation Master Plan.
- Complete construction of Hale Avenue Extension.
- Advocate for grade separations and the design of a Downtown station and emergency response design solutions as it relates to the High-Speed Rail Authority's (HSRA) project.
- Advocate for the ongoing provision of funding of innovative local transit services that matches the needs of the Morgan Hill Community and supports paratransit needs.
- Advocacy will include:
 - Working with the Valley Transportation Authority (VTA), Caltrain, the County, the HSRA and the State to enhance service, secure funding for transportation projects and road maintenance, and protect the Community from negative impacts of regional projects
 - Expansion of Highway 101 between Morgan Hill and Gilroy to reduce pass-through traffic and improve commute traffic for South County residents
 - Electrification of commuter rail from San Francisco to Gilroy
 - Funding for priority projects in the South County

Healthy Community

The City's 2035 General Plan's Healthy Community Element addresses elements of the built environment, programs, and partnerships that contribute to the overall health and well-being of Morgan Hill's residents. Morgan Hill promotes a healthy community through City policies, projects, and programs. The foundation of a healthy community is to help ensure basic needs (food, water, shelter, income, safety, and employment) are met for all people. With that foundation in place, a person's health is next a product of their environment. A healthy community is one in which all residents have access to housing, employment, transportation, healthcare services and amenities, such as parks, open spaces, and recreational facilities, that combine to provide a safe and welcoming environment in which people can lead healthy and fulfilling lives. To achieve this vision, the City of Morgan Hill is committed to:

- Creating, improving, and preserving a wide range of quality housing at all income levels.
- Planning policies that promote a well-planned City that ensures adequate services (roads, streets, water, sewer, police, fire, electricity, internet connectivity, etc.) while providing plentiful amenities including restaurants, retail stores, and access to healthcare resources.
- Building better and safer streets that prioritize safety, and livability, working to eliminate traffic fatalities as identified in [Vision Zero Morgan Hill](#).
- Promoting a healthy environment as identified in the City's Climate Action Plan by advocating for adoption of electric vehicles in the Community and decarbonizing existing buildings by reducing the use of fossil fuels.

STRATEGIC PRIORITIES 2024-2025

Healthy Community *continued*

- Promoting active lifestyles through its efforts to invest in sports and Community facilities, youth sports and adult recreation programs, parks, and walking and biking trails.
- Providing fresh and healthy food options at City facilities and encouraging local farmers' markets and community gardens to improve availability of nutritious food.
- Providing services to the unhoused community by building relationships and trust with a trauma-informed approach.
- Connecting people to resources to support mental health, combat the opioid crisis, and treating those struggling with substance abuse and mental health issues with dignity and care.

By implementing these strategies and prioritizing the health and well-being of our residents, Morgan Hill will create a vibrant and thriving community where everyone can lead healthy, active, and fulfilling lives. The City of Morgan Hill seeks to create a welcoming, inclusive, and safe Community for everyone by fostering social connections and a sense of belonging for all.



City of Morgan Hill Strategic Priorities Workplan 2024-2025

REVISED AUGUST 2025

Strategic Priorities 2024-2025							
#	Activity Goals	Fiscal Sustainability	Affordable Housing & Homelessness	Community Engagement	Economic Development & Tourism	Transportation	Healthy Community
City Manager							
1	Ensure Departments maintain focus on cost containment and continue to actively pursue County, State, and Federal funding	X					
2	Advocate with regional partners for the clearly identified traffic and transportation issues, including the High-Speed Rail, expansion of Highway 101, electrification of commuter rail, and funding for priority projects in South Santa Clara County	X				X	X
3	Represent the City's interests by regularly meeting with County of Santa Clara, MHUSD, Santa Clara Valley Transportation Agency (VTA), Chamber of Commerce, Gilroy, South County Regional Wastewater Authority (SCRWA), and Cal Cities	X	X		X	X	X
4	Work with the City departments to implement a work plan for Diversity, Equity, and Inclusion		X	X	X	X	X
Communications and Engagement							
5	Continue outreach and bilingual communication with a focus on maximizing opportunities to provide information on events and resources to the Community in English and Spanish.		X	X			
6	Continue implementing the Communications, Outreach and Engagement Plan with a focus on Priority 4 - Ensure a Well-informed City Workforce and Priority 5 - Reinforce Brand Identity			X			X
7	Continue implementing Morgan Hill Together, celebrating our diverse community through events and educational campaigns, including the "Meet Morgan Hill" campaign, highlighting City teammates.			X			
8	Manage the Council Chamber A/V equipment replacement and upgrade project	X		X			
		Status					
		% Complete for In Process Activities					
		Estimated Completion By					
		Ongoing					
		Ongoing					
		Ongoing					
		Ongoing					
		Ongoing					
		Ongoing					
		In Process					
		90%					
		Fall 2025					

City of Morgan Hill Strategic Priorities Workplan 2024-2025

REVISED AUGUST 2025

Strategic Priorities 2024-2025							
#	Activity Goals	Fiscal Sustainability	Affordable Housing & Homelessness	Community Engagement	Economic Development & Tourism	Transportation	Healthy Community
9	Develop and implement a customer service training program for teammates	X		X			
City Attorney							
10	Communicate with Council and the Community regarding changes to the Housing Accountability Act and advocate for measures to mitigate potential impacts		X	X			
Human Resources							
11	Implement new NEOGOV Attract module for recruiting			X			
12	Implement and enhance organizational values by providing robust diversity, equity and inclusivity (DEI), harassment prevention, succession planning, customer service, and manager/supervisor development training			X			
13	Work with Work On Wellness (WOW) committee to promote and encourage a healthy and active lifestyle for our teammates						X
Council Services and Records Management							
14	Continue to improve accessibility of information: Continue adding resources and documents to the newly launched online portal for public access to City documents and records.	X		X			
15	Facilitate the November 2024 election process for the Mayor, two City Council seats, the Treasurer, and two ballot measures	X		X			
Finance/Budget/Utility Billing							
16	Explore new or expand existing tax revenue sources to address City's unfunded needs	X			X		
17	Implement new Enterprise Resource Planning System to replace the outdated system	X		X			

Status	% Complete for In Process Activities	Estimated Completion By
In Process	90%	Fall 2025
Ongoing		
Complete	100%	Fall 2024
Ongoing		
Ongoing		
Ongoing		
Complete	100%	Winter 2024
Ongoing		
In Process	80%	December 2025

City of Morgan Hill Strategic Priorities Workplan 2024-2025

REVISED AUGUST 2025

Strategic Priorities 2024-2025							
#	Activity Goals	Fiscal Sustainability	Affordable Housing & Homelessness	Community Engagement	Economic Development & Tourism	Transportation	Healthy Community
18	Review and adjust certain impact and user fees to ensure the long-term sustainability of the City's critical infrastructure and services	X					
Public Services							
19	Support ongoing coordination with Visit Morgan Hill, MHOSC, the operator of the Outdoor Sports Center, and the team at the Aquatics Center to host regional sports events, while minimizing impact to the community	X		X	X		X
20	Create and manage a volunteer program for the Magical Bridge Playground in Community Park			X			
21	Explore alternative options for management of the City's open space	X					X
22	Continue to monitor and adjust water restrictions to meet local and state water conservation efforts			X			
23	Implement Climate Action Plan			X			X
24	Continue to implement the new and significant organic waste management regulations adopted by the State under SB 1383			X			X
25	Continue participation with Valley Water and the City of Gilroy in working towards recycled water opportunities for the City of Morgan Hill			X			
26	Develop the City's first Transportation Master Plan in coordination with the update to the City's General Plan Transportation Element					X	X
27	Collaborate with City of Gilroy and elected officials on advocacy for the South County Transportation Corridor; VTA, Caltrain, Highway 101 expansion, and electrification of commuter rail	X				X	X
Fire							
28	Complete construction of Butterfield Fire Station and take delivery of new Engine 59	X		X	X		X
Status		% Complete for In Process Activities		Estimated Completion By			
Ongoing							
Ongoing							
Ongoing							
In Process		50%		TBD			
Ongoing							
Ongoing							
Ongoing							
Complete		100%		Winter 2024			
Ongoing							
In Process		100%		September 2025			

City of Morgan Hill Strategic Priorities Workplan 2024-2025

REVISED AUGUST 2025

Strategic Priorities 2024-2025									
#	Activity Goals	Fiscal Sustainability	Affordable Housing & Homelessness	Community Engagement	Economic Development & Tourism	Transportation	Healthy Community	Status	Estimated Completion By
29	Add solar panels to both existing fire stations to reduce Department's Carbon Footprint	X					X	Ongoing	
30	Identify training grounds for Morgan Hill Fire Personnel	X					X	Ongoing	
31	Increase community fire safe resiliency	X		X	X		X	Ongoing	
Police									
32	Complete Police Department Building Expansion Project	X						Complete	100% January 2025
33	Add 4th Beat to Patrol to redistribute call volume			X			X	Delayed	0% 2027
34	Implement Police Department Wellness Programs	X					X	Complete	100% January 2025
35	Implement NextGen 911 System	X		X				Delayed	75% TBD
36	Implement Report Writing Management and Computer Aided Dispatch Systems	X		X				Complete	100% May 2025
Information Services									
37	Procure and deploy new cybersecurity tools	X						Complete	100% August 2024
38	Modernize applications by leveraging hosted, clouded systems	X						Ongoing	
Development Services									
39	Implement Economic Development Outreach Campaign to attract new advanced manufacturing, office, innovation, and medical users	X			X			Ongoing	
40	Implement Downtown parking management strategies to maximize parking spaces by identifying short-term parking.				X	X		In Process	25% TBD
41	Improve business license process to improve efficiency and capture appropriate revenue.	X			X			Completed	100% May 2024

City of Morgan Hill Strategic Priorities Workplan 2024-2025

REVISED AUGUST 2025

Strategic Priorities 2024-2025							
#	Activity Goals	Fiscal Sustainability	Affordable Housing & Homelessness	Community Engagement	Economic Development & Tourism	Transportation	Healthy Community
42	Modernize the City’s Entertainment Permit and Noise Ordinance to encourage live music and entertainment while promoting better management and security practices.				X		
43	Conduct annual Business Legislative Roundtable and bi-annual Human Resources Roundtable with major employers				X		
44	Launch economic mobility efforts to support workforce development and entrepreneurship opportunity with a focus on connecting Spanish-speaking residents to job opportunities and housing		X	X	X		X
45	Update Circulation Element			X		X	X
46	Prepare Environmental Justice Element			X			X
47	Update the Natural Resources and Environment Element and the Safety, Services, and Infrastructure Element			X			X
48	Prepare LOS-VMT Model and policy guide					X	
49	Continue affordable housing and homelessness initiatives: Safe Park Program, Inclement Weather Shelter Program, and Case Management		X				X
50	Identify resources to support the implementation of the Housing Element		X				
51	Implement the Housing Element initiative: Develop and coordinate an eviction counsel program		X				
52	Develop a Housing Mobility Counseling Program to support Housing Choice and combat housing insecurity		X				
53	Seek out opportunities to increase access to housing in Higher Resource Areas and Areas of Affluence, making funding available through an RFP		X				
54	Produce farmworker Housing Development Program		X				

Status	% Complete for In Process Activities	Estimated Completion By
In Process	25%	Winter 2026
Ongoing		
Completed	100%	June 2025
In Process	20%	June 2026
In Process	60%	February 2026
In Process	20%	June 2026
Complete	100%	December 2024
Ongoing		
Ongoing		
In Process	10%	June 2026
Commencing Soon		June 2026
Commencing Soon		June 2026
In Process	15%	June 2026



MID-YEAR GOAL CHECK-IN

August 27, 2025



February 7, 2025, Annual Goal-Setting Workshop

-Reviewed, verified, and updated the 2024-2025 Sustainable Morgan Hill strategic and ongoing priorities

-Discussed:

- a. 2024 Accomplishments
- b. Rules for the Conduct of City Council Meetings (CP 97-01)
- c. City Council Appointments to Outside Agencies
- d. 2024-2025 Strategic Priorities Workplan
- e. 2024-2025 Sustainable Morgan Hill
- f. Financial Update
- g. Economic Development Update
- h. Housing Update

Next Steps

August 20, 2025 City Council meeting agenda included an item for the Mid-Year Goal Check-In.

City Council decided to continue the discussion to the scheduled August 27, 2025 Workshop.

-

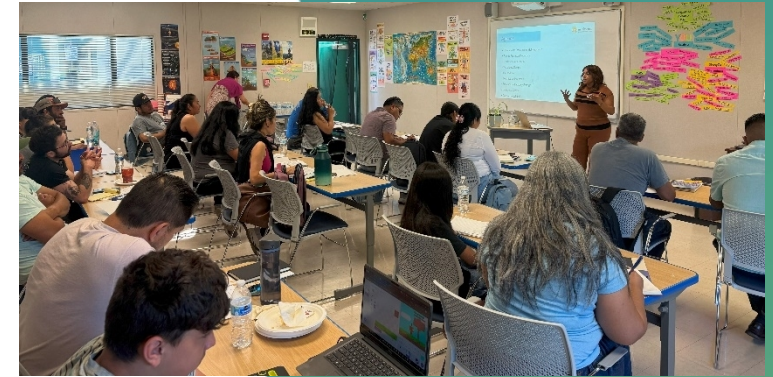
Next Steps (continued)

Upcoming Workshops

Budget: September 17, 2025 (continue discussion from Mid Cycle Budget Review (June 4 and 18), including review of service priorities, evaluation of potential revenue measures, and timeline for conducting Community Engagement

Housing and Economic Development: October 22, 2025

Department Updates





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

Sustainable Morgan Hill

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

Sustainable Morgan Hill (cont'd)

2024-2025 Strategic Priorities

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

Strategic Priorities 2024-2025							
#	Activity Goals	Fiscal Sustainability	Affordable Housing & Homelessness	Community Engagement	Economic Development & Tourism	Transportation	Healthy Community
29	Add solar panels to both existing fire stations to reduce Department's Carbon Footprint	X					X
30	Identify training grounds for Morgan Hill Fire Personnel	X					X
31	Increase community fire safe resiliency	X		X	X		X
Police							
32	Complete Police Department Building Expansion Project	X					
33	Add 4th Beat to Patrol to redistribute call volume			X			X
34	Implement Police Department Wellness Programs	X					X
35	Implement NextGen 911 System	X		X			
36	Implement Report Writing Management and Computer Aided Dispatch Systems	X		X			
Information Services							
37	Procure and deploy new cybersecurity tools	X					
38	Modernize applications by leveraging hosted, clouded systems	X					
Development Services							
39	Implement Economic Development Outreach Campaign to attract new advanced manufacturing, office, innovation, and medical users	X			X		
40	Implement Downtown parking management strategies to maximize parking spaces by identifying short-term parking.				X	X	
41	Improve business license process to improve efficiency and capture appropriate revenue.	X			X		

Status	% Complete for In Process Activities	Estimated Completion By
Ongoing		
Ongoing		
Ongoing		
Complete	100%	January 2025
Delayed	0%	2027
Complete	100%	January 2025
Delayed	75%	TBD
Complete	100%	May 2025
Complete	100%	August 2024
Ongoing		
Ongoing		
In Process	25%	TBD
Completed	100%	May 2024

Council Direction

- Staff seeks Council input on whether the current priorities remain appropriate or if updates are needed.
- Discuss topics for future workshops or February 2026 goal setting.