



## City Council

### Regular Meeting Agenda

<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>

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**Wednesday, December 3, 2025**

**6:00 p.m.**

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

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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.

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

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

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

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

Written public comment may be submitted to the City Clerk:

- In person at the City Council Meeting;
- Via email to [ccpubliccomment@morganhill.ca.gov](mailto: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](mailto:cityclerk@morganhill.ca.gov). Requests must be made as early as possible and at least two full business days before the start of the meeting.

**CALL TO ORDER**

**ROLL CALL ATTENDANCE**

**DECLARATION OF POSTING AGENDA**

**SILENT INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CITY COUNCIL REPORTS**

Council Member Iwanaga

**OTHER REPORTS**

**CITY MANAGER'S REPORT**

**CITY ATTORNEY'S REPORT**

**PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA**

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](mailto:ccpubliccomment@morganhill.ca.gov) to receive a response. (See additional noticing at the end of this agenda)

## **ADOPTION OF AGENDA**

### **CONSENT CALENDAR**

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

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

Recommendation:

Accept and file report.

2. **ACCEPT THE CITY'S ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

Recommendation:

Accept the City's Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025.

3. **ADOPT RESOLUTION APPROVING AND MAKING FINDINGS RELATED TO THE ASSEMBLY BILL (AB) 1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT FOR FISCAL YEAR 2024-25**

Recommendation:

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

4. **APPROVE FIRST AMENDMENT TO AGREEMENT WITH CSG CONSULTANTS, INC. FOR BUILDING PLAN AND FIRE PLAN REVIEW SERVICES**

Recommendation:

Approve and authorize the City Manager to execute and administer the first amendment to the professional services agreement with CSG Consultants, Inc., for Building Division plan review services, increasing by \$75,000 for a total of \$395,000.

5. **APPROVE THE NOVEMBER 19, 2025 CITY COUNCIL MEETING MINUTES**

Recommendation:

Approve the November 19, 2025 City Council Meeting Minutes.

6. **AWARD JANITORIAL SERVICE AGREEMENT TO US METRO GROUP, INC. IN THE AMOUNT OF \$814,257 FOR THE INITIAL TWO-YEAR TERM**

Recommendation:

1. Award a janitorial service agreement to US Metro Group, Inc. in the amount of \$814,257 for a two-year term;
2. Authorize the City Manager to extend the service agreement up to an additional three years for a total term of five years; and
3. Authorize the City Manager to execute and administer the agreement and amendments.

**7. AWARD SERVICE AGREEMENT FOR MATS, LINENS, AND TOWELS SERVICE TO PRUDENTIAL OVERALL SUPPLY IN THE AMOUNT OF \$86,000 FOR THE INITIAL TWO-YEAR TERM**

Recommendation:

1. Award a service agreement to Prudential Overall Supply in the amount of \$86,000 for a two-year term; and
2. Authorize the City Manager to extend the service agreement up to an additional three years for a total term of five years; and
3. Authorize the City Manager to execute and administer the agreement and amendments.

**OTHER BUSINESS**

**8. RECEIVE REPORT REGARDING REGULATION OF STREET AND MOBILE VENDORS**

Recommendation:

Receive City staff report and provide policy direction.

**PUBLIC HEARINGS**

**9. ADOPT A RESOLUTION TO ADD A HEALTHY NEIGHBORHOODS FOR ALL ELEMENT (GENERAL PLAN AMENDMENT GPA2024-0002) TO THE TEXT OF THE MORGAN HILL 2035 GENERAL PLAN IN COMPLIANCE WITH CALIFORNIA SENATE BILL 1000**

Recommendation:

1. Open/Close the Public Hearing; and
2. Adopt a Resolution approving an amendment to the Morgan Hill 2035 General Plan to add a Healthy Neighborhoods for All Element.

**10. ADOPT A RESOLUTION TO AMEND THE TEXT OF THE NATURAL RESOURCES AND ENVIRONMENT ELEMENT (GENERAL PLAN**

**AMENDMENT GPA2024-0004) OF THE MORGAN HILL 2035 GENERAL PLAN IN COMPLIANCE WITH CALIFORNIA SENATE BILL 1425**

Recommendation:

1. Open/Close the Public Hearing; and
2. Adopt a Resolution approving an amendment to the Natural Resources and Environment Element of the Morgan Hill 2035 General Plan.

**FUTURE COUNCIL INITIATED AGENDA ITEMS**

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

**ADJOURNMENT**

## NOTICE

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

## PUBLIC COMMENT

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

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

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

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

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

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

# SUSTAINABLE MORGAN HILL



## Vision

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

## Choose Morgan Hill

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

## Strategic Priorities 2024-2025

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

## City Council Ongoing Priorities

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



## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: December 3, 2025**

**PREPARED BY:**

Dat Nguyen, Finance Director

**APPROVED BY:** City Manager

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

**RECOMMENDATION(S)**

Accept and file report.

**COUNCIL PRIORITIES, GOALS & STRATEGIES**

**City Council Ongoing Priorities**

Preserving and Cultivating Public Trust

**2024-2025 Strategic Priorities**

Fiscal Sustainability

Community Engagement

**REPORT NARRATIVE:**

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

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

**COMMUNITY ENGAGEMENT:**

Inform

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

**ALTERNATIVE ACTIONS:**

Not Applicable

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

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

**FISCAL AND RESOURCE IMPACT:**

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

**CEQA (California Environmental Quality Act):**

Not a Project

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

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

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

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

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

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

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

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

## Purpose of Special Tax

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

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

## Collections and Expenditures

Fund Name	06/30/2024 Balance	Amount Collected <sup>(1)(2)</sup>	Amount Expended	06/30/2025 Balance
Special Tax Fund	\$162,519	\$33,014.00	\$26,526.00	\$169,007

(1) Figure represents the total amount levied for Fiscal Year 2024/25, less County Collection Fees of 1.0% of the total levy amount and delinquencies.

(2) Includes interest earned.



## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: December 3, 2025**

PREPARED BY:

Dat Nguyen, Finance Director

APPROVED BY: City Manager

## **ACCEPT THE CITY'S ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

### **RECOMMENDATION(S)**

Accept the City's Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025.

### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

#### **City Council Ongoing Priorities**

Preserving and Cultivating Public Trust

#### **2024-2025 Strategic Priorities**

Fiscal Sustainability

Community Engagement

### **REPORT NARRATIVE:**

The [Fiscal Year 2024-25 Annual Comprehensive Financial Report \(ACFR\)](#) is presented for your acceptance. Each year, the City engages an independent firm to audit the books and accounts of the City's general ledger, including a review and verification of all finance processes. An annual audit is required by state law and by bond covenants.

The ACFR presents the operations and financial activity of all the City's various funds, including the General Fund. It includes an unmodified audit opinion from Maze & Associates, the City's external auditors, stating that the financial statements present fairly the results of operations for the year ended June 30, 2025, in conformance with Generally Accepted Accounting Principles (GAAP). An unmodified, or "clean," opinion is the highest level of assurance an auditor can issue, indicating that the financial statements are free of material misstatements and follow the applicable financial reporting framework.

A summary of significant highlights follows:

#### **General Fund**

The unassigned (unrestricted) fund balance decreased by approximately \$2.2 million compared to the prior year. This decrease is primarily attributable to higher costs to maintain municipal services and the establishment of a \$1.0 million reserve to address

potential losses related to the County of Santa Clara’s ongoing lawsuit with the California State Controller’s Office concerning the interpretation of state law governing excess Educational Revenue Augmentation Fund (ERAF) calculations. Despite this reduction, the General Fund’s unrestricted fund balance ended the year roughly \$1.9 million higher than the projection staff used as the beginning fund balance for the Mid-Cycle Budget Review in June 2025.

Per the City Council’s adopted fiscal policy, 60% of the \$1.9 million in budget savings would typically be allocated to the City’s general government services unfunded liabilities, with the remaining 40% returned to the Unassigned General Fund Reserve. However, because current-year sales tax revenues are projected to come in below the original budget, the economy remains uncertain, and approximately \$2.4 million may be needed for potential losses related to the excess ERAF lawsuit, staff is recommending deferring the allocation of this year’s budget savings until completion of the next biennial budget.

### **Development Services Fund**

At the end of FY 2024–25, the fund had a negative balance of approximately \$1.0 million, an increase of about \$0.1 million from the prior year. Actual revenues exceeded budgeted revenues by approximately \$0.4 million, primarily due to updated fees. On October 23, 2024, the City Council adopted an updated fee schedule for land development permits issued by Planning, Building, and Land Development Engineering, all of which are administered through the City’s Development Services program.

### **Enterprise Funds**

Unrestricted net position totaled \$27.8 million for Sewer Operations and \$25.8 million for Water Operations.

- Water Operations: Unrestricted net position increased by \$3.4 million from the prior year. Operating revenues rose by approximately \$2.7 million, primarily due to higher consumption and rate adjustments.
- Sewer Operations: Unrestricted net position increased by \$6.7 million from the prior fiscal year, with operating revenues up \$2.9 million, largely due to rate adjustments.
- The Sewer Impact Fund reported \$22.1 million in net position restricted for capital improvements and expansion—an increase of \$4.5 million from the prior year—mainly due to higher impact fee collections.
- The Water Impact Fund reported \$5.7 million restricted for the same purpose, an increase of \$1.8 million from the prior year.

### **COMMUNITY ENGAGEMENT:**

Inform

Finance staff presents these audited reports in an effort to keep the City Council, Community, and various lenders and stakeholders informed on the financial health of the organization, which assists each one of the interested parties in making sound

financial decisions.

**ALTERNATIVE ACTIONS:**

Not Applicable

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

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

**FISCAL AND RESOURCE IMPACT:**

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

**CEQA (California Environmental Quality Act):**

Not a Project

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



## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: December 3, 2025**

PREPARED BY:

Dat Nguyen, Finance Director

APPROVED BY: City Manager

### **ADOPT RESOLUTION APPROVING AND MAKING FINDINGS RELATED TO THE ASSEMBLY BILL (AB) 1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT FOR FISCAL YEAR 2024-25**

#### **RECOMMENDATION(S)**

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

#### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

##### **City Council Ongoing Priorities**

Preserving and Cultivating Public Trust

##### **2024-2025 Strategic Priorities**

Fiscal Sustainability

Community Engagement

#### **REPORT NARRATIVE:**

Government Code Section 66000 et seq. requires that any city imposing development impact fees must report certain information each year. In accordance with this requirement, staff is presenting the Annual Development Impact Fee Report (Attachment 1) for the fiscal year ending June 30, 2025. The report includes a fee description, a schedule of impact fees for the reporting period as approved by City Council, and a report of the 2024-25 revenues and expenditures for each impact fee, along with the balance available for current and future projects. A description of the project that resources were used for is also included for each impact fee.

Section 66001(d) requires that for the fifth fiscal year following the collection of development fees, and every five years thereafter, the local agency shall make findings with respect to any portion of the fee collected remaining unexpended, whether committed or uncommitted. Staff identified \$5,134,060 from the Storm Drain Impact Fee (Fund 303); \$114,989 from the Public Facilities Impact Fee (Fund 347); and \$90,038 from the Library Impact Fee (Fund 348) in unexpended fees that were collected over five years ago (Attachment 2). These unexpended fees have been or will be appropriated into existing and future capital improvement projects:

1. Storm Drain Impact Fee to fund Storm System Expansions and Llagas Flood Control Project. The Storm System Expansions will expand storm system capacity in alignment with the 2018 Storm Drain System Master Plan and the Llagas Flood Control Project is to address storm water conveyance that drains into the Upper Llagas Creek Flood Protection Project (ULCFPP) and the West Little Llagas watershed. A total of \$5,150,000 from Storm Drain Impact Fees has been allocated to these projects in the adopted Fiscal Year 2024-25 through Fiscal Year 2029-30 Capital Improvement Program (CIP).
2. Public Facilities Impact Fee to fund construction of public facilities such as expansion of the Corporation Yard. Based on the recently completed Maintenance and Operations Space Needs Analysis, the total cost for the expansion of the Corporation Yard is estimated to be about \$43.0 million.
3. Library Impact Fee to fund the future expansion of the Library as a result of new development. The costs for the initial planning and potential design work for the future expansion of the Library are approximately \$700,000.

#### **COMMUNITY ENGAGEMENT:**

Inform

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

#### **ALTERNATIVE ACTIONS:**

Not Applicable

#### **PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

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

#### **FISCAL AND RESOURCE IMPACT:**

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

#### **CEQA (California Environmental Quality Act):**

Not a Project

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

**City of Morgan Hill**  
**Impact Fee Schedule Summary**  
**Fiscal Year 2024-25**

Description of Fee	Unit of Measure	Amount (\$)
Park Impact Fee	Single Family Dwelling Unit-Sub	7,444.00
	Single Family Dwelling Unit-No Sub	5,412.00
	Multi Family Dwelling Unit-Sub	7,172.00
	Multi Family Dwelling Unit-No Sub	5,219.00
	Senior/Downtown/Secondary Unit	4,912.00
Storm Drain Impact Fee	Single Family Dwelling Unit	2,488.00
	Multi Family Dwelling Unit (>1200SF)	1,416.00
	Multi Family Dwelling Unit (≤1200SF)	659.00
	Commercial/Office per acre	26,941.00
	Industrial per acre	19,836.00
	Auto Dealership per acre	26,941.00
	Hotel per room	398.00
Traffic Impact Fee	Single Family Dwelling Unit	4,324.00
	Multi Family Dwelling Unit (>1200SF)	2,679.00
	Multi Family Dwelling Unit (≤1200SF)	1,687.00
	Commercial/Industrial/Office per PHT	4,324.00
Public Safety Facilities Impact Fee	Single Family Dwelling Unit	2,488.00
	Multi Family Dwelling Unit (>1200SF)	2,200.00
	Multi Family Dwelling Unit (≤1200SF)	1,647.00
	Commercial per acre	13,903.00
	Industrial per acre	16,687.00
	Office per acre	16,667.00
	Auto Dealership per acre	6,668.00
	Hotel per room	77.00
Public Facilities	Single Family Dwelling Unit	709.00
	Multi Family Dwelling Unit	682.00
	Senior/Downtown/Secondary Unit	468.00
	Commercial per acre	1,561.00
	Office per acre	1,855.00
	Industrial per acre	2,185.00
	Auto Dealership per acre	626.00
	Hotel per room	18.40
Library Impact Fee	Single Family Dwelling Unit	2,733.00
	Multi Family Dwelling Unit	2,633.00
	Senior/Downtown/Secondary Unit	1,803.00
Community Recreation Centers	Single Family Dwelling Unit	5,070.00
	Multi Family Dwelling Unit	4,448.00
	Senior/Downtown/Secondary Unit	3,357.00
Sewer Impact Fee	Single Family Dwelling Unit	19,631.00
	Multi Family Dwelling Unit	16,615.00
	Commercial/Industrial/Office per GPD	64.64
Water Capacity (Impact) Fee	5/8-1 inch meter	11,762.00
	1.5-inch meter	23,525.00
	2-inch meter	37,639.00
	3-inch meter	75,279.00
	4-inch meter	117,625.00
	6-inch meter	235,248.00
	8-inch meter	376,397.00
Housing In-Lieu	For-Sale Projects (per sq feet)	
	Within Downtown	15.53
	Outside of Downtown	23.18
	Rental Projects (per sq feet)	
	Within Downtown	17.06
Outside of Downtown	34.12	

<b>City of Morgan Hill</b> <b>Impact Fees Revenue and Expenditures</b> <b>For Fiscal Year 2024-25</b>
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<b>FUND 301 - PARK IMPACT FEE</b>	<b>Project Number</b>	<b>FY 24-25 AB 1600</b>		
<b>Revenue</b>				
Interest		\$ 132,612		
Development Impact Fees		1,685,506		
Project Reimbursement/Others		531,059		
<b>Total Revenue</b>		<b>\$ 2,349,177</b>		
			<b>% from this Fund</b>	<b>Total Project Expenditures</b>
<b>Revenue Expended For</b>				
Parks Land	110097	\$ 9,101	100.00%	9,101
Madrone Channel	117022	473,290	100.00%	473,290
Monterey Road Ball Field Park	145023	382,908	100.00%	382,908
General Plan Update		7,700	7.00%	110,000
RCSD Services - Infrastructure Planning		100,000	37.74%	265,000
Banking Fees and Other		18,166	100.00%	18,166
Administration		33,046	1.95%	1,697,910
<b>Total Expenditures</b>		<b>\$ 1,024,211</b>		
<b>Revenue Less Expenditures</b>		<b>\$ 1,324,966</b>		
Balance as of July 1, 2024		2,008,148		
<b>Balance as of June 30, 2025</b>		<b>\$ 3,333,114</b>		

**City of Morgan Hill**  
**Impact Fees Revenue and Expenditures**  
**For Fiscal Year 2024-25**

<b>FUND 303 - STORM DRAIN IMPACT FEE</b>	<b>Project Number</b>	<b>FY 24-25 AB 1600</b>		
<b>Revenue</b>				
Interest		\$ 563,054		
Development Impact Fees		519,271		
<b>Total Revenue</b>		<b>\$ 1,082,325</b>		
			<b>% from this Fund</b>	<b>Total Project Expenditures</b>
<b>Revenue Expended For</b>				
Fisher/Butterfield	SD4006	\$ 60,520	100.00%	60,520
Llagas Flood Control	417099	93,693	100.00%	93,693
General Plan Update		7,700	7.00%	110,000
RCSD Services - Infrastructure Planning		15,000	5.66%	265,000
Administration		10,123	0.60%	1,697,910
<b>Total Expenditures</b>		<b>\$ 187,036</b>		
<b>Revenue Less Expenditures</b>		<b>\$ 895,289</b>		
Balance as of July 1, 2024		9,621,788		
<b>Balance as of June 30, 2025</b>		<b>\$ 10,517,077</b>		

<b>City of Morgan Hill</b> <b>Impact Fees Revenue and Expenditures</b> <b>For Fiscal Year 2024-25</b>
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<b>FUND 309 - TRAFFIC IMPACT FEE</b>	<b>Project Number</b>	<b>FY 24-25 AB 1600</b>		
<b>REVENUE</b>				
Interest		\$ 250,513		
Traffic Impact Fees		1,998,390		
Project Reimbursement/Others		281,812		
<b>TOTAL REVENUE</b>		<b>\$ 2,530,715</b>		
			<b>% from this Fund</b>	<b>Total Project Expenditures</b>
<b>Revenue Expended For</b>				
Hale Avenue Extension	546007	\$ 3,043,952	100.00%	3,043,952
Infrastructure Planning	110023	67,518	100.00%	67,518
Traffic Signal & Intersection Improvements	503023	194,092	100.00%	194,092
Comprehensive Safety Action Plan	SR5013	46,035	100.00%	46,035
General Plan Update		31,900	29.00%	110,000
RCSD Services - Infrastructure Planning		75,000	28.30%	265,000
Administration		24,497	1.44%	1,697,910
<b>Total Expenditures</b>		<b>\$ 3,482,994</b>		
<b>Revenue Less Expenditures</b>		<b>\$ (952,279)</b>		
Balance as of July 1, 2024		3,808,198		
<b>Balance as of June 30, 2025</b>		<b>\$ 2,855,919</b>		

<b>City of Morgan Hill</b> <b>Impact Fees Revenue and Expenditures</b> <b>For Fiscal Year 2024-25</b>
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<b>FUND 315 - PUBLIC SAFETY FACILITIES</b>	<b>Project Number</b>	<b>FY 24-25 AB 1600</b>		
<b>REVENUE</b>				
Interest		\$ 15,875		
Public Safety Facilities Impact Fees		882,298		
<b>TOTAL REVENUE</b>		<b><u>\$ 898,173</u></b>		
			<b>% from this Fund</b>	<b>Total Project Expenditures</b>
<b>Revenue Expended For</b>				
New Fire Station	231018	\$ 5,397,847	100.00%	5,397,847
Police Facility Expansion	228020	305,422	100.00%	305,422
Software and Equipment		324,935	100.00%	324,935
Debt Service		204,099	53.00%	385,093
Administration		6,675	0.39%	1,697,910
<b>Total Expenditures</b>		<b><u>\$ 6,238,978</u></b>		
<b>Revenue Less Expenditures</b>		<b><u>\$(5,340,805)</u></b>		
Balance as of July 1, 2024		<u>(1,553,435)</u>		
<b>Balance as of June 30, 2025</b>		<b><u><u>\$(6,894,240)</u></u></b>		

<b>City of Morgan Hill</b> <b>Impact Fees Revenue and Expenditures</b> <b>For Fiscal Year 2024-25</b>
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<b>FUND 347 - PUBLIC FACILITIES IMPACT FEE</b>	<b>Project Number</b>	<b>FY 24-25 AB 1600</b>		
<b>REVENUE</b>				
Interest/Other		\$ 74,607		
Public Facilities Impact Fees		<u>328,377</u>		
<b>TOTAL REVENUE</b>		<b><u>\$ 402,984</u></b>		
			<b>% from this Fund</b>	<b>Total Project Expenditures</b>
<b>Revenue Expended For</b>				
Civic Center Solar Project		\$ 376,249	100.00%	376,249
Civic Center AV Project		75,000	16.13%	465,103
RCSD Services - Infrastructure Planning		25,000	9.43%	265,000
Administration		<u>4,492</u>	0.26%	1,697,910
<b>Total Expenditures</b>		<b><u>\$ 480,741</u></b>		
<b>Revenue Less Expenditures</b>		<b>\$ (77,757)</b>		
Balance as of July 1, 2024		<u>1,328,671</u>		
<b>Balance as of June 30, 2025</b>		<b><u><u>\$ 1,250,914</u></u></b>		

<b>City of Morgan Hill</b> <b>Impact Fees Revenue and Expenditures</b> <b>For Fiscal Year 2024-25</b>
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<b>FUND 348 - LIBRARY IMPACT FEE</b>	<b>Project Number</b>	<b>FY 24-25 AB 1600</b>		
<b>REVENUE</b>				
Interest		\$ 121,304		
Library Impact Fees		1,378,226		
<b>TOTAL REVENUE</b>		<b>\$ 1,499,530</b>		
			<b>% from this Fund</b>	<b>Total Project Expenditures</b>
<b>Revenue Expended For</b>				
Civic Center Debt Service		\$ 207,017	71.88%	288,021
Administration		6,596	0.39%	1,697,910
<b>Total Expenditures</b>		<b>\$ 213,613</b>		
<b>Revenue Less Expenditures</b>		<b>\$ 1,285,917</b>		
Balance as of July 1, 2024		2,254,116		
<b>Balance as of June 30, 2025</b>		<b>\$ 3,540,033</b>		

<b>City of Morgan Hill</b> <b>Impact Fees Revenue and Expenditures</b> <b>For Fiscal Year 2024-25</b>
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<b>FUND 360 - COMMUNITY/REC CENTERS IMPACT FEE</b>	<b>Project Number</b>	<b>FY 24-25 AB 1600</b>		
<b>REVENUE</b>				
Interest/Others		\$ 149,539		
Com/Rec Centers Impact Fees		2,578,851		
<b>TOTAL REVENUE</b>		<b>\$ 2,728,390</b>		
			<b>% from this</b>	<b>Total Project</b>
			<b>Fund</b>	<b>Expenditures</b>
<b>Revenue Expended For</b>				
Villa Mira Monte	144017	\$ 239,985	100.00%	239,985
CRC Battery Storage System	229018	246,364	100.00%	246,364
Administration		16,775	0.99%	1,697,910
<b>Total Expenditures</b>		<b>\$ 503,124</b>		
<b>Revenue Less Expenditures</b>		<b>\$ 2,225,266</b>		
Balance as of July 1, 2024		2,297,534		
<b>Balance as of June 30, 2025</b>		<b>\$ 4,522,800</b>		

**City of Morgan Hill**  
**Impact Fees Revenue and Expenditures**  
**For Fiscal Year 2024-25**

<b>FUND 641 - SEWER IMPACT FEE</b>	<b>Project Number</b>	<b>FY 24-25 AB 1600</b>		
<b>REVENUE</b>				
Interest		\$ 1,118,815		
Sewer Impact Fees		9,813,356		
<b>TOTAL REVENUE</b>		<b>\$ 10,932,171</b>		
			<b>% from this Fund</b>	<b>Total Project Expenditures</b>
<b>Revenue Expended For</b>				
Sewer Plant Expansion	303093	\$ 3,233,921	100.00%	3,233,921
Sewer Plant Improvements	303a11	177,239	100.00%	177,239
Trunk Line - Phase I & II	308a08	77,305	100.00%	77,305
New Sewer Lines	315006	2,174,042	100.00%	2,174,042
General Plan Update		7,700	7.00%	110,000
RCSD Services - Infrastructure Planning		25,000	9.43%	265,000
Debt Service		682,145	61.10%	1,116,389
Administration		57,159	3.37%	1,697,910
<b>Total Expenditures</b>		<b>\$ 6,434,511</b>		
<b>Revenue Less Expenditures</b>		<b>\$ 4,497,660</b>		
Balance as of July 1, 2024		17,584,998		
<b>Balance as of June 30, 2025</b>		<b>\$ 22,082,658</b>		

**City of Morgan Hill**  
**Impact Fees Revenue and Expenditures**  
**For Fiscal Year 2024-25**

<b>FUND 651 - WATER IMPACT FEE</b>	<b>Project Number</b>	<b>FY 24-25 AB 1600</b>		
<b>REVENUE</b>				
Interest		\$ 250,699		
Water Impact Fees		3,369,166		
<b>TOTAL REVENUE</b>		<b>\$ 3,619,865</b>		
			<b>% from this Fund</b>	<b>Total Project Expenditures</b>
<b>Revenue Expended For</b>				
Reservoir Capacity Improvements	WA6008	\$ 5,236	100.000%	5,236
Holiday Lake Improvements	WA6007	1,033,434	100.000%	1,033,434
Groundwater Wells	WA60001	2,874	100.000%	2,874
General Plan Update		7,700	7.000%	110,000
RCSD Services - Infrastructure Planning		25,000	9.43%	265,000
Debt Service		643,526	41.000%	1,569,576
Administration		18,862	1.111%	1,697,910
<b>Total Expenditures</b>		<b>\$ 1,736,632</b>		
<b>Revenue Less Expenditures</b>		<b>\$ 1,883,233</b>		
Balance as of July 1, 2024		3,864,308		
<b>Balance as of June 30, 2025</b>		<b>\$ 5,747,541</b>		

<b>City of Morgan Hill</b> <b>Impact Fees Revenue and Expenditures</b> <b>For Fiscal Year 2024-25</b>
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<b>FUND 236 - HOUSING IN-LIEU FEE</b>	<b>Project Number</b>	<b>FY 24-25 AB 1600</b>		
<b>REVENUE</b>				
Interest		\$ 573,458		
Housing in-lieu fee		1,789,703		
Project Reimbursement/Others		550,379		
<b>TOTAL REVENUE</b>		<b>\$ 2,913,540</b>		
			<b>% from this</b>	<b>Total Project</b>
<b>Revenue Expended For</b>			<b>Fund</b>	<b>Expenditures</b>
Housing services		\$ 959,044	100.00%	959,044
General Plan Update		7,700	7.00%	110,000
Administration		89,841	5.29%	1,697,910
<b>Total Expenditures</b>		<b>\$ 1,056,585</b>		
<b>Revenue Less Expenditures</b>		<b>\$ 1,856,955</b>		
Balance as of July 1, 2024		7,606,128		
<b>Balance as of June 30, 2025</b>		<b>\$ 9,463,083</b>		

**RESOLUTION NO.**

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

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

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

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

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

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

1. The City Council has considered the full record before it, which may include, but is not limited to, the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council finds that the Storm Drain Impact Fee Fund currently contains Five Million One Hundred Thirty-Four Thousand and Sixty Dollars (\$5,134,060); Public Facilities Impact Fee Fund currently contains One Hundred Fourteen Thousand and Nine Hundred Eighty-Nine Dollars (\$114,989); and Library Impact Fee Fund currently contains Ninety Thousand and Thirty-Eight Dollars (\$90,038) in unexpended fees that were collected over five (5) years ago.
3. In accordance with Government Code section 66001(d)(1), the City Council finds as follows:

- a. The Unexpended Fees will be used to provide for the following projects:
    - (A) Storm Drain Impact Fee to fund Storm System Expansions and Llagas Flood Control Project. The Storm System Expansions will expand storm system capacity in alignment with the 2018 Storm Drain System Master Plan and the Llagas Flood Control Project is to address storm water conveyance that drains into the Upper Llagas Creek Flood Protection Project (ULCFPP) and the West Little Llagas watershed. The project would provide flood protection and mitigate the increased risk of flooding when the ULCFPP is completed; and
    - (B) Public Facilities Impact Fee to fund the expansion of the Corporation Yard. These projects will address the maintenance and operations space needs as the community grows.
    - (C) Library Impact Fee to fund the future expansion of the Library as a result of new development.
  - b. There exists a reasonable relationship between the Unexpended Fees and the purpose for which they were charged as described above.
  - c. The current estimated costs that have been appropriated or will be appropriated for the Storm System Expansions and Llagas Flood Control Project are approximately Five Million One Hundred Fifty Thousand Dollars (\$5,150,000); costs for the expansion of the Corporation Yard are estimated to be about Forty-Three Million Dollars (\$43,000,000); and costs for the initial planning and potential design work for the future expansion of the Library are approximately Seven Hundred Thousand Dollars (\$700,000). The City's funding sources will include the Unexpended Fees described above and future impact fees to be collected for these projects.
  - d. The Unexpended Fees have been deposited in the respective Impact Fee Funds, which are the appropriate funds to finance the projects described above.
4. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of Morgan Hill at a Regular Meeting held on the 3<sup>rd</sup> day of December 2025 by the following vote:

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

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**MARK TURNER, Mayor**

\_\_\_\_\_  
**MICHELLE BIGELOW, City Clerk**

**∞ CERTIFICATION ∞**

**I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No.24-XXX, adopted by the City Council at the meeting held on December 3, 2025**

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

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**MICHELLE BIGELOW, City Clerk**

## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: December 3, 2025**

PREPARED BY:

Edith Ramirez, Assistant City Manager

APPROVED BY: City Manager

### **APPROVE FIRST AMENDMENT TO AGREEMENT WITH CSG CONSULTANTS, INC. FOR BUILDING PLAN AND FIRE PLAN REVIEW SERVICES**

#### **RECOMMENDATION(S)**

Approve and authorize the City Manager to execute and administer the first amendment to the professional services agreement with CSG Consultants, Inc., for Building Division plan review services, increasing by \$75,000 for a total of \$395,000.

#### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

##### **City Council Ongoing Priorities**

Enhancing Public Safety

Maintaining and Enhancing Infrastructure

##### **2024-2025 Strategic Priorities**

Fiscal Sustainability

#### **REPORT NARRATIVE:**

The Building Division is responsible for reviewing building plans to verify code compliance. The Building Division processes approximately 2,500 permits annually. The Building Official, the Building Manager, and the Plan Check Engineer perform plan reviews. On an as-needed basis, consultants are used for residential and non-residential building plan reviews, structural-only plan reviews, fire plan reviews, expedited plan reviews, and certified access specialist consultations.

Only about 10% of plan reviews are completed by consultant services. Consultant services are critical to ensure the City processes permits promptly and complies with the Permit Streamlining Act for residential projects, which require a strict turnaround timeline.

Based on the latest Request for Proposals for building plan review services, on June 19, 2024, the City Council awarded a contract to CSG Consultants Inc. for a total of \$320,000 from June 25, 2024, to June 30, 2026. CSG Consultants Inc. was selected because they were able to ensure that a large project review would be completed in a shorter timeframe, allowing City staff additional time to process the applications, resulting in time savings for the applicant and compliance with the Permit Streamlining

Act.

The Building Division requires fire plan review services that may need to be supported through consulting services. It is anticipated that the current contract will be depleted before the end of the existing contract (June 30, 2026). It is recommended that the City Council approve the first amendment to the professional services agreement with CSG Consultants Inc. increasing the contract amount by \$75,000 for a total not to exceed amount of \$395,000.

**COMMUNITY ENGAGEMENT:**

This report serves to inform the community of the recommended professional services agreement with CSG Consultants, Inc. to provide building plan check/review assistance.

**ALTERNATIVE ACTIONS:**

The Council could decide not to approve this amendment to the professional services agreement. This alternative is not recommended as it may delay project approvals and may result in violations of the Permit Streamlining Act.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

On June 19, 2024, the City Council awarded a contract to CSG Consultants Inc. for a total of \$320,000 from June 25, 2024 to June 30, 2026 for building plan review services.

**FISCAL AND RESOURCE IMPACT:**

The costs for consultant services associated with building services are funded by building applications and are fully cost recovery. The City receives administrative fees for all applications that support the City staff time associated with the administration of the consultant.

**CEQA (California Environmental Quality Act):**

Not a Project

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

**FIRST AMENDMENT TO AGREEMENT  
CSG CONSULTANTS, INC.**

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

**RECITALS**

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_.
2. The CITY and CONSULTANT entered into that "Consultant Agreement" made as of June 25, 2024, for consultant services for a maximum compensation of Three Hundred Twenty Thousand Dollars (\$320,000.00) ("CONSULTANT AGREEMENT"). THE CONSULTANT AGREEMENT was entered into pursuant to the action of the Morgan Hill City Council on June 19, 2024. The CONSULTANT AGREEMENT is attached as Exhibit "1" to this Agreement.

**AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the CONSULTANT AGREEMENT, as attached as Exhibit "1," shall remain in full force and effect; except that the following amendments shall be made as set forth below:
  - A. Paragraph 3 shall be amended to include the additional services to be performed by CONSULTANT, as set forth in **Exhibit "A-1"** that is incorporated herein by this reference.
  - B. Paragraph 4.1 shall be amended to reflect the increased total compensation that shall not exceed Three Hundred Ninety Five Thousand Dollars (\$395,000.00).
  - C. Paragraph 4.1 and 4.2 shall be amended to have all references to "Exhibit B" be updated to reference the revised rates and basis set forth in **Exhibit "B-1"**, effective July 1, 2025, that is incorporated herein by this reference.
  - D. Paragraph 6 shall be amended to have all references to "Exhibit C" be updated to reference the revised schedule of performance set forth in **Exhibit "C-1"** that is incorporated herein by this reference.
  - E. Paragraph 12 shall be amended and replaced in its entirety by the following:

**"12. Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement including, without limitation, complying with California Government Code section 1090 et seq., the California Political Reform Act (California Government Code section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et seq.). CONSULTANT will further comply and will ensure that its agents and its subcontractors comply, with

California Government Code section 84308 (“Levine Act”) and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8).”

2. **Electronic Signatures.** Unless otherwise prohibited by law or CITY policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the CITY.
  
3. **Counterpart Signatures.** This Agreement may be signed in multiple counterparts, which shall, when executed by all the Parties, constitute a single binding agreement.

*Signatures on the Next Page*

4. **Conflicts.** In the event of a conflict between the terms and provisions of this FIRST AMENDMENT to Agreement and the terms and provisions of the CONSULTANT AGREEMENT, the terms of this FIRST AMENDMENT to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

ATTEST:

CITY OF MORGAN HILL

\_\_\_\_\_  
Michelle Bigelow, City Clerk  
Date: \_\_\_\_\_

\_\_\_\_\_  
Christina Turner, City Manager  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Donald Larkin, City Attorney

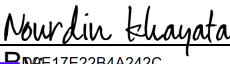
**CSG CONSULTANTS, INC.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

DocuSigned by:  
  
 By: AC12FF2224A4B2...  
 Title: Cyrus Kianpour President  
 Print Name and Title of Signer.  
 If Corporate: Chairman, President,  
 or Vice President

Date: 11/23/2025

Signed by:  
  
 By: E17E22B4A242C...  
 Title: Nourdin Khayata Secretary  
 Print Name and Title of Signer.  
 If Corporate: Secretary, Assistant  
 Secretary, Chief Financial Officer, or  
 Assistant Treasurer

Date: 11/24/2025

## BUILDING INSPECTION SERVICES



CSG provides fully integrated, multi-disciplined building inspection services for residential, commercial, and industrial projects. Our inspection personnel have an outstanding mixture of technical expertise and experience in all construction types. We provide experienced, ICC certified inspectors who work with a team approach to ensure compliance with applicable codes and requirements and provide solutions to mitigate potential risks and safety hazards. Using well-honed customer service and communication skills our inspectors excel at educating stakeholders to keep projects moving forward. Our inspectors also utilize current technologies and equipment to view plans and documents, research related code requirements, document field conditions and progress, and share that information with stakeholders while in the field. Key services include but are not limited to the following:

- *Providing inspection services to ensure project compliance with State adopted codes and local amendments including building, electrical, mechanical and plumbing codes*
- *Offering code interpretation and education*
- *Seamlessly integrating into client organizations and consistently enforcing policies and procedures*
- *Addressing and resolving inquiries*
- *Maintaining records and files*
- *Providing all vehicles, fuel, maintenance and other equipment necessary for inspectors to carry out duties.*

### CASp Inspection Services

To facilitate the City's compliance with current rules and regulations, CSG will provide a CASp certified professional for technical questions and interpretations and to perform accessibility compliance inspections upon request.

### Office Hours and Meeting Availability Inspection

CSG inspectors can be ready to provide services upon 48 hours of request to CSG's designated project manager. We are flexible and can alter our hours to meet the City's needs. Evening and weekend inspections for special construction needs can be accommodated with sufficient notice. CSG staff can typically respond to the City for all questions or requests generated during field inspections on the same day, but no later than the following day a request is received.

## PERMIT TECHNICIAN SERVICES

CSG has highly qualified staff available to provide Permit Technician services. These frontline, first-response services are vital to the success of the entire building and safety permit process as they often set the tone for the applicant whether a homeowner, contractor, or design professional. CSG handpicks exceptionally qualified personnel who can function as seamless extensions of the agency's team, understand the importance of exemplary customer service, as well as have knowledge of the inner workings of building departments and thorough familiarity with the building application and permit process.

CSG's permit processing staff is trained in customer service and helping to facilitate and expedite the permit process. Our staff members can perform quick assessments of each customer's needs and ensure that they are served appropriately. They are familiar with State Contractors License Law and ensure that permits are issued to properly licensed contractors. CSG's permit technicians are also familiar with multiple permit software systems and will quickly gain proficiency with the software that has been customized for the City.

Our staff is knowledgeable and experienced with permit processing functions including:

- *Providing the public with appropriate forms and handouts*
- *Processing permit applications and issuing permits using the City's software*
- *Accepting plans, documents, structural calculations and energy reports for permit processing*
- *Routing plans to building and other departments and agencies*
- *Performing document control, ensuring permit file integrity, and maintaining status of plans and documents during the permit process.*
- *Preparing plan check letters to be sent to applicants*
- *Assisting the public with completing applications and other required forms*

## FIRE PREVENTION SERVICES



CSG's Fire Services staff are all certified fire prevention officers through the California State Fire Marshal's office with at least three years of experience working in full time Fire Prevention Bureaus. With our vast experience with numerous agencies, we have a thorough familiarity with different online portals and report management systems such as Zoll, Fire RMS, Fire House, and similar programs.

The extensive and ever-evolving regulations affecting the design and construction of today's complex buildings require specialized code training, education, and experience—while tight schedules and budgets require movement of plans

through the permit process quickly and efficiently— yet thoroughly examined and inspected. CSG employs a team of professionally certified fire plan reviewers, fire inspectors, fire protection engineers, and fire marshals to support fire prevention services, review plans, and inspect structures for code compliance. CSG's expertise is multi-faceted, gained from extensive experience in plan review, code enforcement, code development, code instruction as well as fire suppression. Members of our Fire Prevention Division are recognized for their service on local, state and national code (ICC and NFPA) development committees and advisory groups.

Our fire prevention services team delivers:

- *Expeditious code analysis with innovative, expert solutions that meet code requirements—protecting occupants, property and emergency personnel while serving the needs of communities, developers and businesses through reductions in costly redesigns.*
- *Collaboration between our Fire Prevention plan review and Fire Protection Engineering staff, providing complete review of alternative means and methods, fire protection systems, and other complex and diverse fire prevention situations.*
- *Seamless integration with client agencies—consistently implementing their policies and procedures in an effort to deliver continuous services to their customers.*
- *Fire inspection for all phases of construction and all types of fire protection systems, with expertise to analyze options if deficiencies exist.*
- *Rapid inspection response via centralized inspection request scheduling and our personnel's online access to digital project records.*

Our extensive experience in furnishing comprehensive fire prevention services to jurisdictions provides a consistent, strong technical foundation to all projects. We have expertise in a wide range of project types:

- *Single family and multi-family developments*
- *High-rise commercial & residential*
- *Agricultural Facilities*
- *Cannabis Cultivation & Retail Facilities*
- *Manufacturing plants*
- *Petrochemical*
- *Specialized technology/industrial*
- *High-pile/rack storage*
- *Refrigerated storage*

## FIRE PLAN REVIEW

Our team of professionals is ready to assist in all aspects of plan review and to focus on the special needs and requirements of each of our clients. We pledge thorough and accurate reviews and prompt turnaround times, and offer proven digital plan review services and comprehensive online status reports. CSG serves as an active partner, working as a seamless extension of our clients in performing the requested services and working closely with the development community and public as directed.

### Multi-faceted Expertise

CSG furnishes plan review for fire and life safety, fire department access and water supply, wildland urban interface, fire protection systems, and special hazards for all structures with emphasis on the unique needs and requirements of each of our clients. We have expertise in the special requirements and risks associated with industrial and commercial buildings as well as single- and multi-family complexes. All fire plan review and inspection personnel are thoroughly trained in and familiar with jurisdictional processes, working with multiple agency departments, and serving the public.

## TURNAROUND TIMES

CSG will ensure that all Fire Life safety duties and follow-up actions will be performed in a timely and responsive manner. If a review is anticipated to take longer than the maximum turnaround timing, CSG will notify the designated representative and negotiate additional time required to ensure an appropriate level of review.

The following are CSG’s proposed turnaround times.

REVIEW	TURNAROUND TIME
First Submittal	10 business days
Second Submittal and Subsequent Submittals	5 business days
Accelerated Submittal and Subsequent Submittals	5 business days

### Expedited Plan Check Services

At the City’s request, we can perform plan check services within an accelerated time frame; with fees negotiated between the City and CSG.

## FIRE INSPECTION

CSG offers experienced, CSFM/ICC certified inspectors. Typical responsibilities include but are not limited to providing inspection services for fire and life safety systems and construction, and maintaining records and files concerning fire permits and code administration documents. We offer fully integrated, multi-disciplined fire inspection services for residential, commercial, and industrial projects, and are experienced in all construction types. Our inspectors ensure compliance with applicable codes and requirements by identifying code violations, offering solutions to developers, property owners and tenants on potential risks and safety hazards, and by working as a team to correct violations. Our inspection staff easily integrates into client organizations, consistently implementing policies and procedures and remaining transparent to applicants and customers. Specific inspections include, but are not limited to:

- ▶ *Automatic Fire Sprinkler Systems*
- ▶ *Engineered and Pre-engineered Fire Protection Systems (e.g., kitchen hoods, spray booths, clean agent systems)*
- ▶ *Fire Alarm Systems*
- ▶ *Development Improvements (e.g., fire hydrant and other types of water supply systems, fire department access, underground fire Services)*
- ▶ *Fire Code Maintenance/Life Safety (e.g., permitted sites, public and private schools, State licensed facilities, hotels, motels and apartment complexes)*

### Office Hours and Meeting Availability

#### Fire Inspection

CSG will conduct Fire Inspections per the Hourly Rate. Due to the need to travel to such appointments, travel time will be billed per hour at the inspection rate. (Please note: Currently our inspector will have 1 hour each way. We anticipate with the addition of personnel; Travel Times may be less.)

# Fee Schedule

SECTION **6**

## CSG FEE SCHEDULE

CSG’s fee schedule is provided below for the requested services.

PERSONNEL / REVIEW TYPE	FY 25-26 ALL INCLUSIVE FEE / HOURLY RATE
<b>Off-Site Building Plan Review by Percentage</b>	
Full Building Plan Review by Percentage	65% of Agency’s Building Plan Check Fees
Structural Only Plan Review by Percentage	50% of Agency’s Building Plan Check Fees
Expedited Plan Review by Percentage	90% of Agency’s Building Plan Check Fees
Minimum Per Plan Review (Except for Residential Solar)	\$250
<b>Building Plan Review Hourly Rates (Minimum 1 Hour Per Submittal)</b>	
Building Plan Review	\$144
Structural Only Plan Review	\$170
CASp Plan Review/Consultation	\$159
Expedited Plan Review/Overtime (Hourly)	1.5 x Hourly Rate
<b>Building Department Services</b>	
Permit Technician	\$100
Senior Permit Technician	\$90 to 110
CASp Inspection	\$159
Building Inspector	\$115 to 125
Combination Building Inspector	\$125 to 135
After Hours and Weekend Building Inspection	2x the Applicable Hourly Rate.
Deputy Building Official	\$160
Building Official	\$175
Administration/Plan Processing	\$80
<b>Fire Prevention Services</b>	
Fire Plan Review	\$143
Fire Plan Review – Fire Protection Engineer	\$260
Expedited Plan Review/Overtime (Hourly)	1.5 x Hourly Rate
Senior Fire Inspector	\$140
Fire Inspector	\$125
Fire Marshal	\$165
Fire Permit Technician	\$100

### TERMS

- *Plan reviews based on a percentage of the agency’s plan check fees include the initial plan review and two subsequent reviews. Additional reviews, deferred submittals, revisions, and RFIs will be charged at the appropriate hourly rate.*

- *The minimum plan review fee per project for percentage-based reviews excludes solar, energy storage system (ESS), and electric vehicle charging station (EVCS) reviews.*
- *RFIs for large developments will be performed at an hourly rate, and turnaround times will be agreed upon in advance with the agency.*
- *Depending on project size and scope, CSG's percentage-based expedited plan review rate may be adjusted if mutually agreed upon between the agency and CSG.*
- *All hourly rates include overhead costs including but not limited to salaries, benefits, workers' compensation insurance, local travel, and miscellaneous office expenses.*
- *Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the agency prior to proceeding.*
- *Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.*
- *After hours and weekend Building Inspection rates are 2x the applicable hourly rate.*
- *Hourly rates for publicly funded projects will be based on current prevailing wage rates.*
- *On July 1st or the anniversary of the contract start date, CSG will initiate an hourly rate increase based on change in CPI for the applicable region.*
- *CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.*
- *This fee proposal is valid for a period of 90 days from date of submittal.*
- *If plans are not submitted electronically, CSG will coordinate the pickup and return of all plans to CSG via CSG staff or a licensed courier service.*
- *For hourly projects only, performance of plan review services utilizing the agency's adopted plan review software (e.g., ProjectDox or Bluebeam Studios etc.) to, for example, markup plans with corrections and redlines and/or coordinate with other internal agencies, may involve additional time being added to the plan review time at the associated plan review rate.*
- **Administration/Plan Processing** fees are incurred for specific additional services requested by the agency beyond the normally provided CSG administrative services which typically include coordinating the pick-up and return of plans; performing scanning, collating, and tracking; and providing plan review status updates to the agency. Cost for additional services will be negotiated based on the type of request with a minimum fee based on 0.5 hours of service per project.

## SCHEDULE OF PERFORMANCE

### PLAN CHECK TURNAROUND TIMES

The following are CSG’s proposed plan check turnaround times:

TYPE OF REVIEW	INITIAL REVIEW (BUSINESS DAYS) <sup>2</sup>	RE-CHECK (BUSINESS DAYS) <sup>2</sup>
Residential New Construction	10	5
Residential Additions	10	5
Small Residential Remodels	10	5
Commercial New Construction & Large/Complex Projects <sup>1</sup>	15	10
Commercial Additions	10	5
Small Commercial Remodels/Tenant Improvements	10	5
Expedited <sup>1</sup>	5-10	5
<b>EVCS, PV, ESS</b>		
Residential EVCS	5	5
Commercial/Multifamily EVCS	5	5
Residential PV + ESS (38.4 kw maximum)	3	3
Residential PV + ESS (38.4 kw or greater)	10	5
Commercial/Multifamily PV + ESS (38.4 kw maximum)	5	5
Commercial/Multifamily PV + ESS (38.4 kw or greater)	10	5
Residential ESS	3	3
Commercial/Multifamily ESS	5	5

<sup>1</sup>Turnaround time may vary with the complexity and magnitude of the project. If a review is anticipated to take longer than the maximum turnaround time, CSG will notify the City’s representative and negotiate additional time required to ensure an appropriate level of review.

<sup>2</sup>The number of working days associated with the plan check turnaround time is based on time of project submittal. The first working day will be the day the project is received by CSG if submitted by 3:00 PM. For a project that is received by CSG after 3:00 PM, the first working day will be the next business day.

**Note:** Turnaround times for housing projects subject to State streamlining will comply with State law. This includes, but is not limited to, ADU’s, SB 9 units, SB 35, by-right and ministerial housing projects.

#### Expedited Plan Check Services

At the City’s request, we can perform plan check services on an accelerated schedule based on the fees indicated in our fee schedule.

#### Office Hours and Meeting Availability

##### Plan Review

CSG plan checkers are available for inquiries anytime during normal business hours via phone or email, Monday through Friday. Our plan checkers can typically respond to the City for all questions or requests generated during any plan review on the same day, but no later than the following day a request is received. To assist the City, we can also meet in-person with City staff and project stakeholders or can utilize video conferencing with all parties involved. Additionally, we recognize the value of pre-design consultation with prospective applicants and are available to provide this service at no additional cost. Our designated Project Manager and/or technical staff will be available in-person for consultation and meetings with a reasonable lead time.

**EXHIBIT C-1  
SCHEDULE OF PERFORMANCE**

**FIRE PLAN REVIEW TURNAROUND TIMES**

CSG will ensure that all Fire Life safety duties and follow-up actions will be performed in a timely and responsive manner. If a review is anticipated to take longer than the maximum turnaround timing, CSG will notify the designated representative and negotiate additional time required to ensure an appropriate level of review.

The following are CSG’s proposed turnaround times.

<b>REVIEW</b>	<b>TURNAROUND TIME</b>
First Submittal	10 business days
Second Submittal and Subsequent Submittals	5 business days
Accelerated Submittal and Subsequent Submittals	5 business days

**Expedited Plan Check Services**

At the City’s request, CSG can perform plan check services within an accelerated time frame, with fees negotiated between the City and CSG.

**EXHIBIT 1****CONSULTANT AGREEMENT  
CSG CONSULTANTS, INC.**

**THIS AGREEMENT** is entered into and becomes effective on 6/25/2024 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and CSG CONSULTANTS INC. a California corporation ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on June, 19, 2024.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2026 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement provided the compensation does not exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by CONSULTANT shall be providing plan review services for the Building Division as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
  - 4.1. **Amount.** \$320,000.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed THREE HUNDRED TWENTY THOUSAND DOLLARS and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council.
  - 4.2. **Billing.** CONSULTANT shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and

CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The City Manager of CITY is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

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

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

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

7.1. **Insurance Types and Amounts.**

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

7.1.2. **Automobile Liability.** CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00)

combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

7.1.5. Professional Liability.

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

7.1.5.2. If the performance of CONSULTANT's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

- 7.1.6. Sexual Abuse/Molestation Liability (SML): If the performance of CONSULTANT's work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) two hundred thousand dollars (\$200,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 7.1.7. Crime/Fidelity Bond. If the performance of CONSULTANT'S work or service under this Agreement relates to or involves handling of CITY monies, CONSULTANT shall procure and maintain Crime insurance, in the minimum amount of: (i) three hundred thousand dollars (\$300,000.00) per occurrence, covering all CONSULTANT'S officers and employees, for loss of CITY monies caused by dishonesty and/or theft.
- 7.2. **Endorsements**. CONSULTANT shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:
- 7.2.1. General Liability and pollution liability (when pollution liability applies).
- 7.2.1.1. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds on a form at least as broad as ISO Form CG 20 10 for ongoing operations.
- 7.2.1.2. "Waiver of Rights of Subrogation" - The insurer waives the right of subrogation against the City of Morgan Hill and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and
- 7.2.1.3. "Primary and Non-Contributing" - Insurance shall be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01.
- 7.2.2. Workers Compensation.
- If the performance of CONSULTANT'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, CONSULTANT'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.
- 7.3. **Qualification of Insurers**. All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.
- 7.4. **Certificates**. CONSULTANT shall furnish CITY of Morgan Hill with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the CONSULTANT's agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to

CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 7. Certificates, including renewal certificates, may be mailed electronically to [riskmgmt@morganhill.ca.gov](mailto:riskmgmt@morganhill.ca.gov) or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

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

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

9. **Compliance with Law.**

9.1. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon any basis prohibited by State or Federal law, including but not limited to, race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

9.2. Compliance with Wage and Hour Laws: Consultant, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against CONSULTANT and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CONSULTANT OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that CONSULTANT or an subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or CONSULTANT learns of such

a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

**City's Right to Withhold Payment:** Where CONSULTANT or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, the City reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

**Material Breach:** Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

**Notice to City Related to Wage Theft Prevention:** Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

10. **Independent Contractor.** CONSULTANT is an independent contractor and not an agent or employee of CITY.
11. **Confidentiality.** All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.
12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
13. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

CSG CONSULTANTS INC.  
550 Pilgrim Drive  
Foster City, CA 94404

Address of CITY is as follows:

Eric Blomquist  
City of Morgan Hill  
17575 Peak Ave.  
Morgan Hill, CA 95037

with a copy to:  
City Clerk  
City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037

14. **Licenses, Permits and Fees.** CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.
15. **Consultant's Proposal.** If applicable, this Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
16. **Maintenance of Records.**
  - 16.1. **Maintenance.** CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then CONSULTANT shall retain said records until such action is resolved.
  - 16.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
  - 16.3. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
17. **Familiarity with Work.** By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
18. **Time of Essence.** Time is of the essence in the performance of this Agreement.
19. **No Assignment.** Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY'S option, shall terminate this Agreement effective as of the date of such attempted assignment.

20. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

21. **Defense and Indemnification.**

21.1. **Defense and Indemnification.** CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers (“INDEMNITEES”) from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors (“CLAIM”).

21.2. **Exceptions.** CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the CITY.

21.3. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMs alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.

21.4. **Right to Offset.** CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (21) and any amount due CITY from CONSULTANT arising from CONSULTANT's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

21.5. **Interpretation.** This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

22. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

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

24. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to,

California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

25. **Notice of Security and/or Privacy Incident.** If CONSULTANT, or its subconsultant, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to CITY PII, PHI and/or PCI, CONSULTANT shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery or notification of the incident or potential breach, notify CITY of such incident or potential breach. CONSULTANT shall, upon CITY’s request, investigate such incident or potential breach, inform the CITY of the results of any such investigation, and assist the CITY in maintaining the confidentiality of such information. In addition to the foregoing, CONSULTANT shall provide CITY with any assistance necessary to comply with any state and/or federal laws requiring the provision of notice of any privacy incident or security breach with respect to any CITY PII, PHI and/or PCI to the affected or impacted individuals and/or organizations, in addition to any notification to applicable state and federal agencies. CONSULTANT agrees that it shall reimburse CITY for all expenses, costs, attorneys’ fees, and resulting fines, penalties, and damages associated with such incident, breach, investigation and/or notification.

26. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

27. **Binding Agreement.** Notwithstanding the provisions of Section 19 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

28.  **Data Sharing.** This Agreement requires access by CONSULTANT to CITY’s Geographic Information System (GIS) DATA for CONSULTANT to perform the work. CITY agrees to provide the GIS DATA to CONSULTANT solely for the purpose of performance of contracted work with the CITY upon the terms and conditions specified in Exhibit D, incorporated herein by this reference.

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

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*[Signatures on Next Page]*

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

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

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

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

**ATTEST:**

DocuSigned by:  
  
 Michelle Bigelow  
 City Clerk/Deputy City Clerk

Michelle Bigelow  
 Print Name

Date: 6/26/2024

**CITY OF MORGAN HILL**

DocuSigned by:  
  
 Christina Turner  
 City Manager

Christina J. Turner  
 Print Name

Date: 6/25/2024

**APPROVED AS TO FORM:**

DocuSigned by:  
  
 Donald Larkin  
 City Attorney

Donald A. Larkin  
 Print Name

Date: 6/24/2024

By: 

Cyrus Kianpour, President  
 Print Name and Title of Signer.  
 If Corporate: Chairman, President or Vice President

Date: 5/29/2024

By: 

Nourdin Khayata, Secretary  
 Print Name and Title of Signer.  
 If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 5/29/2024

## **EXHIBIT A SCOPE OF SERVICES**

**CONSULTANT shall provide CITY with plan review services through registered engineers and/or ICC certified, engineers with a range of experiences including LEED, OSHPD 3 and CASp. Projects may include residential new construction, residential additions, residential remodels, commercial new construction, commercial remodels, and tenant improvements.**

**Plan review services may include:**

- **Residential and Non-Residential Building Plan Review**
- **Structural Only Plan Review**
- **Expedited Building Plan Review**
- **Building Plan Review**
- **Fire Plan Review**
- **CASp Consultation**
- **Expedited Plan Review**

**CSG will coordinate the pickup and return of all plans via CSG staff or licensed courier service.**

**EXHIBIT B  
SCHEDULE OF COMPENSATION RATES**

**CONSULTANT fee schedule will be based on a percentage of the City's building plan check fee and include initial plan review and two subsequent reviews. Additional reviews, deferred submittals, revisions and RFIs will be charged at the appropriate hourly rate below. RFIs for larger developments will be performed at an hourly rate, and turnaround times will be agreed upon in advance with CITY.**

<b>REVIEW TYPE / ROLE</b>	<b>ALL INCLUSIVE FEE/ HOURLY RATE</b>
<b>Residential and Non-Residential Building Plan Review</b>	<b>65% of City's Building Plan Check Fee</b>
<b>Structural Only Plan Review</b>	<b>50% of City's Building Plan Check Fee</b>
<b>Expedited Building Plan Review Building Plan Review</b>	<b>90% of City's Building Plan Check Fee</b>
<b>Fire Plan Review</b>	<b>\$140</b>
<b>CASp Consultation</b>	<b>\$156</b>
<b>Building Plan Review</b>	<b>\$141</b>
<b>Expedited Plan Review</b>	<b>1.5 x Hourly Rate</b>

**All hourly rates include salaries, benefits, workers compensation insurance, local travel and miscellaneous office expenses. Should the scope of work change, or circumstances develop which necessitate special handling, CONSULTANT will notify CITY prior to proceeding. Overtime services will be billed at 1.5x the applicable hourly rate. On each anniversary of the contract start date, CSG will initiate a rate increase for all hourly rates based on change in CPI for the applicable region. CONSULTANT will invoice once a month for services rendered during the previous month.**

**EXHIBIT C  
SCHEDULE OF PERFORMANCE**

<b>TYPE OF REVIEW</b>	<b>INITIAL REVIEW (BUSINESS DAYS)</b>	<b>RE-CHECK (BUSINESS DAYS)</b>
<b>Residential New Construction</b>	<b>10</b>	<b>5</b>
<b>Residential Additions</b>	<b>10</b>	<b>5</b>
<b>Small Residential Remodels</b>	<b>10</b>	<b>5</b>
<b>Commercial New Construction &amp; Large/Complex Projects *1</b>	<b>10</b>	<b>5</b>
<b>Commercial Additions</b>	<b>10</b>	<b>5</b>
<b>Small Commercial Remodels/ Tenant Improvements</b>	<b>10</b>	<b>5</b>
<b>Expedited</b>	<b>5</b>	<b>5</b>

**\*1Turnaround time may vary with the complexity and magnitude of the project. If a review is anticipated to take longer than the maximum turnaround time, CONSTULANT will notify the CITY'S representative and negotiate additional time required to ensure an appropriate level of review.**

**The number of working days associated with the plan check turnaround time is based on time of project submittal. The first working day will be the day the project is received by CONSTULANT if submitted by 3:00 PM. For a project that is received by CONSULTANT after 3:00 PM, the first working day will be the next business day.**



**City Council**

**Meeting Minutes**

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

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**Wednesday, November 19, 2025**

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

**6:00 p.m. Regular Session**

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

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**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 Bigelow called the roll.

<b>PRESENT</b>	Mark Turner, Marilyn Librers, Soraida Iwanaga, Yvonne Martinez Beltran, Miriam Vega
<b>ABSENT</b>	None

Council Member Vega arrived at 5:55 p.m.

## **DECLARATION OF POSTING AGENDA**

City Clerk Bigelow declared the posting of the agenda.

## **CLOSED SESSION**

City Clerk Bigelow announced the closed session item.

## **Public Employment (§ 54957)**

Title: City Attorney

## **OPPORTUNITY FOR PUBLIC COMMENT ON CLOSED SESSION**

Public comment opened at 5:01 p.m. With no requests to speak, public comment closed.

## **ADJOURN TO CLOSED SESSION**

The meeting adjourned to closed session at 5:01 p.m.

## **REGULAR MEETING**

The regular meeting convened at 6:00 p.m.

## **SILENT INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATIONS**

YAC Presentation — November Developmental Asset #41, Positive Cultural Identity

## **RECOGNITIONS**

YAC Recognition of Mike Cox

## **CITY COUNCIL REPORTS**

Council Member Vega shared that during last Monday's City Council facilitated session, she was reminded of the importance of diversity in backgrounds, perspectives, and lived experiences. She noted that "fitting in" isn't the goal, especially for a Council charged with representing a wide and varied community. Embracing differences, she said, is essential to serving well. She also expressed her appreciation to the staff for the work that went into organizing the session.

## **OTHER REPORTS**

Council Member Martinez Beltran shared that she wants to commend the community members, businesses, and organizations who stepped up during the shutdown to support families and individuals whose lives and livelihoods were disrupted. She said she was deeply proud of the Morgan Hill community for the way it showed up for one another.

She also reported attending the Cal Cities Peninsula Division Executive Board meeting, chairing the VTA PAC Board meeting, and participating in several legislative and committee updates.

Finally, she shared that on Sunday, she was honored with the Civic Engagement Award by the Silicon Valley Latina Coalition at their 27th anniversary and 15th annual brunch.

Mayor Pro Tem Librers shared that she had the privilege of filling in for Mayor Turner at Philanthropy Night. She offered opening remarks, helped present awards to local groups and individuals, and enjoyed a warm, meaningful evening celebrating the Community Foundation's work supporting nonprofits. She expressed gratitude to the Foundation for lifting up so many good people and good causes in the community.

## **CITY MANAGER'S REPORT**

City Manager Turner noted that the Mike Cox dedication was a powerful reminder of how deeply interconnected and generous the Morgan Hill community is. She pointed out that Steve Cox, who also presented at the recent Philanthropy Night dinner and serves on the Morgan Hill Community Foundation Board, exemplifies how local businesses invest in the community's well-being. She said it was a meaningful reflection of what makes Morgan Hill special.

She then highlighted the rollout of new translation technology, led by City Clerk Michelle Bigelow and the team. The PocketTalk Sentio tool provides real-time, two-way, AI-powered translation in more than eighty languages, delivered as text or audio on any smartphone, tablet, or laptop. It works instantly via a simple QR code, with no app required, and functions both in person and on Zoom. For those without a device, tablets and single-use headphones are available, and translated text will also be displayed on one of the room's projectors. She explained that this rollout is a significant step in fulfilling the Communications Outreach and Engagement Work Plan, strengthening transparency, removing language barriers, and making participation more accessible for all. She added that the solution is impressively budget-friendly thanks to the Clerk's due diligence.

City Manager Turner also shared that the City has removed no parking signs along the corridor near Ginger and Taylor to provide parking relief for the neighborhood.

She reported that the City and Visit Morgan Hill participated in the County Board of Supervisors meeting to comment on zoning regulations affecting South County agricultural land. The County has now paused the zoning changes and will reevaluate after further outreach.

She noted attending the South County Youth Task Force meeting with Mayor Pro Tem Librers, where much of the discussion focused on e-bike safety, recent severe accidents, and the work plan to prevent youth violence.

She closed with an economic development update, sharing that Raising Cane's is now open and that Philz Coffee will open soon, with signage already posted.

## **CITY ATTORNEY'S REPORT**

Deputy City Attorney Ma shared that there was no reportable action from the closed session earlier in the evening.

## **PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA**

Public comment opened at 6:19 p.m. The following people were called to speak:  
Krista Rupp and Gabby Crescini  
Sean Mulligan

Nick Arnett  
 Ron Kirkish  
 With no further requests to speak, public comment closed.

**ADOPTION OF AGENDA**

**MOTION:**

Adopting the agenda as posted.

<b>RESULT:</b>	Passed
<b>MOVER:</b>	Council Member Martinez Beltran
<b>SECONDER:</b>	Council Member Vega
<b>AYES:</b>	Mayor Turner, Mayor Pro Tem Librers, Council Member Iwanaga, Council Member Martinez Beltran, Council Member Vega
<b>NAYS:</b>	None
<b>ABSTAIN:</b>	None
<b>ABSENT:</b>	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 6, 9, and 10.

**MOTION:**

Approve

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

1. **ADOPT WEED ABATEMENT RESOLUTION, DECLARING WEEDS TO BE A PUBLIC NUISANCE AND SETTING A PUBLIC HEARING DATE OF FEBRUARY 18, 2026**  
 Recommendation:  
 Adopt the resolution declaring weeds and brush to be a nuisance and setting the hazardous vegetation public hearing for February 18, 2026.
  
2. **ADOPT ORDINANCE NO. 2369, NEW SERIES, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL AMENDING CHAPTER 5.28 (“AMUSEMENT AND ENTERTAINMENT PREMISES”) TO TITLE 5 (“BUSINESS LICENSES GENERALLY”) OF THE MORGAN HILL MUNICIPAL CODE**  
 Recommendation:  
 Waive the reading, adopt Ordinance No. 2369, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.
  
3. **ADOPT ORDINANCE NO. 2370, NEW SERIES, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL AMENDING THE HIGHWAY COMMERCIAL (CH) PLANNED DEVELOPMENT (PD) OVERLAY ZONE ON A 25.3-ACRE SITE ON THE SOUTHWEST CORNER OF CONDIT ROAD AND DIANA AVENUE (ZA2025-0001 CONDIT – AUTO PARK PD) APN’S: 728-17-031, -035, and -036**  
 Recommendation:  
 Waive the reading, adopt Ordinance No. 2370, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.
  
4. **ADOPT ORDINANCE NO. 2371, NEW SERIES, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL AMENDING THE DEVELOPMENT PLAN FOR A PLANNED UNIT DEVELOPMENT (PUD) ON A 35 ACRE SITE ON THE WEST SIDE OF CONDIT ROAD BETWEEN DUNNE AND TENNANT AVENUES (ZA2025-0002 CONDIT – CONDIT ROAD PUD) APN’S 817-12-001,-003, -004, -018, -019; 817-13-019-022, -024, -026,027, 029-032, and 034-035**  
 Recommendation:  
 Waive the reading, adopt Ordinance No. 2371, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.
  
5. **ADOPT ORDINANCE NO. 2372, NEW SERIES, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL AMENDING THE HIGHWAY COMMERCIAL (CH) PLANNED DEVELOPMENT (PD) OVERLAY ZONE ON A**

**9.27 ACRE SITE ON THE NORTH SIDE OF THE EASTERN TERMINUS OF LAUREL ROAD (ZA2025-0005 LAUREL – HONDA) APN'S: 726-01-001, 726-01-006, AND 726-01-007**

Recommendation:

Waive the reading, adopt Ordinance No. 2372, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

6. **ADOPT ORDINANCE NO. 2373, NEW SERIES, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL AMENDING THE TENNANT STATION SHOPPING CENTER PLANNED UNIT DEVELOPMENT (PUD) ON A 21.88 ACRE SITE ON THE SOUTHEAST CORNER OF MONTEREY ROAD AND TENNANT AVENUE (AAE2025-0003 TENNANT-TENNANT STATION PD) APN'S: 817-06-041, 055, 056, 057, AND 058**

Recommendation:

Waive the reading, adopt Ordinance No. 2373, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

9. **APPROVE THE NOVEMBER 5 AND NOVEMBER 10, 2025 CITY COUNCIL MEETING MINUTES**

Recommendation:

Approve the November 5 and November 10, 2025 City Council Meeting Minutes.

10. **RECEIVE REPORT REGARDING UPCOMING 2026 COMMISSION VACANCIES PER THE MADDY ACT**

Recommendation:

Receive report.

**ITEM PULLED FOR DISCUSSION**

8. **APPROVE THE SECOND AMENDMENT TO SUBDIVISION IMPROVEMENTS AGREEMENT FOR MANZANITA PARK - TRACT NO. 10585 LOCATED EAST OF THE MONTEREY ROAD/TILTON AVENUE INTERSECTION (APN:725-01-035 and 725-16-001)**

Recommendation:

1. Approve the Second Amendment to Subdivision Improvements Agreement for Manzanita Park - Tract No. 10585;
2. Authorize the City Manager to execute the Second Amendment to Subdivision Improvements Agreement with TOLL WEST COAST LLC (Subdivider); and
3. Authorize the recordation of the Second Amendment to Subdivision

Improvements Agreement.

Senior Civil Engineer Angeles provided a report and answered questions.

Public comment opened at 6:33 p.m. With no requests to speak, public comment closed.

**MOTION:**

Approving the recommended actions.

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

**7. ADOPT MORGAN HILL'S APPROACH TO PUBLIC SERVICE**

Recommendation:

Adopt "Morgan Hill's Approach to Public Service."

City Manager Turner provided a report.

Public comment opened at 6:37 p.m. With no requests to speak, public comment closed.

**MOTION:**

Approving the recommended action.

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

**PUBLIC HEARINGS**

11. **ADOPT ORDINANCE 2368, NEW SERIES, AMENDING CHAPTERS 15.08 (BUILDING CODE), 15.12 (ELECTRICAL CODE), 15.16 (MECHANICAL CODE), 15.20 (PLUMBING CODE), 15.44 (FIRE CODE), AND TO ADOPT BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODES KNOWN AND DESIGNATED AS CALIFORNIA CODE OF REGULATIONS, TITLE 24**

Recommendation:

1. Open/close the public hearing;
2. Waive the second reading of the ordinance; and
3. Adopt the ordinance.

Building Official Eric Blomquist provided the report.

The public hearing opened at 6:39 p.m. With no requests to speak, the public hearing closed.

**MOTION:**

Waiving the second reading of the ordinance.

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

**MOTION:**

Introducing the ordinance.

<b>RESULT:</b>	Passed
<b>MOVER:</b>	Council Member Martinez Beltran
<b>SECONDER:</b>	Council Member Vega
<b>AYES:</b>	Mayor Turner, Mayor Pro Tem Librers, Council Member Iwanaga, Council Member Martinez Beltran, Council Member Vega

<b>NAYS:</b>	None
<b>ABSTAIN:</b>	None
<b>ABSENT:</b>	None

**12. CONDUCT TAX AND EQUITY FISCAL RESPONSIBILITY ACT (TEFRA) HEARING APPROVING ISSUANCE OF BONDS FOR VILLAGE AT MADRONE APARTMENT PROJECT LOCATED AT 18730 MINER LANE WITHIN THE CITY OF MORGAN HILL**

Recommendation:

1. Open and close public hearing consistent with the requirements of the Federal Tax and Equity Fiscal Responsibility Act ("TEFRA") and Section 147 (f) of the Internal Revenue Code of 1986, as amended (the "Code"); and
2. Adopt a resolution approving the issuance of revenue bonds by the California Municipal Finance Authority (CMFA), for the acquisition, construction, improvement and equipping of Village at Madrone, a 249-multifamily rental housing project located at 18730 Miner Lane, Morgan Hill, California (the "Project").

Housing and Economic Mobility Director Lang provided the report.

The public hearing opened at 6:43 p.m. With no requests to speak, the public hearing closed.

**MOTION:**

Approving the recommended actions.

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

**OTHER BUSINESS**

**13. APPROVE THE 2026 CITY COUNCIL MEETING SCHEDULE**

Recommendation:

Review, discuss, if needed, amend, and approve the 2026 City Council meeting

schedule.

City Clerk Bigelow provided the report.

Public comment opened at 6:50 p.m. With no requests to speak, public comment closed.

**MOTION:**

Approving the recommended action, including holding August 26, 2026, as a regular meeting and identifying an alternative date for the Mid-Year Goal Review Workshop.

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

The meeting recessed at 6:59 p.m. and reconvened at 7:02 p.m.

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

Recommendation:

Receive and file reports.

Finance Director Nguyen provided the report and presentation.

Public comment opened at 7:14 p.m.

Chris Robell (Zoom) was called to speak.

With no further requests to speak, public comment closed.

Report received.

**FUTURE COUNCIL INITIATED AGENDA ITEMS**

None.

**ADJOURNMENT**

There being no further business, Mayor Turner adjourned the meeting at 7:16 p.m.

**Minutes Prepared by:**

Michelle Bigelow, City Clerk

## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: December 3, 2025**

PREPARED BY:

Cynthia Iwanaga, Management Analyst

APPROVED BY: City Manager

## **AWARD JANITORIAL SERVICE AGREEMENT TO US METRO GROUP, INC. IN THE AMOUNT OF \$814,257 FOR THE INITIAL TWO-YEAR TERM**

### **RECOMMENDATION(S)**

1. Award a janitorial service agreement to US Metro Group, Inc. in the amount of \$814,257 for a two-year term;
2. Authorize the City Manager to extend the service agreement up to an additional three years for a total term of five years; and
3. Authorize the City Manager to execute and administer the agreement and amendments.

### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

#### **City Council Ongoing Priorities**

Enhancing Public Safety

Protecting the Environment and Preserving Open Space and Agricultural Land

Maintaining and Enhancing Infrastructure

#### **2024-2025 Strategic Priorities**

Fiscal Sustainability

### **REPORT NARRATIVE:**

The City contracts for janitorial services at multiple City facilities, including the Community and Cultural Center, City Hall, Council Chambers, Centennial Recreation Center, Aquatics Center, Corporation Yard, Downtown Parking Garage, and Police Department. The current contract expires on December 31, 2025. The purpose of this report is to summarize the results of the recent janitorial services Request for Proposals (RFP) process, and to request the City Council's approval and authorization to enter into a new agreement for these needed services. The proposed term of the new service agreement is two years, starting on January 1, 2026 with three one-year options to extend through December 31, 2030.

Proposals for the janitorial service agreement were solicited in September 2025. The City advertised the RFP in the Morgan Hill Times on September 12, 2025. On

September 15, 2025, the RFP was released on the City website and distributed via the Public Purchase Online Service, the County of Santa Clara Builders Exchange, the Bay Area Builders Exchange, Central Coast Builders, the San Francisco Builders Exchange, and Dodge & Data Analytics. Staff also notified all janitorial service providers on the City's Informal Bidders' list. The non-mandatory pre-proposal meeting and facility walk on September 26, 2025 was well-attended, with over 30 attendees.

On October 20, 2025, twenty-three (23) proposals were received, of which five (5) were deemed non-responsive due to being incomplete. The following janitorial service providers submitted proposals:

1. Allied Universal Janitorial Services
2. Bay City Cleaners
3. CCS Facility Services
4. DMS Facility Services
5. EcoBrite Services
6. ESP Facility Services
7. Firato Service Company
8. Hassan Complete Janitorial Services
9. Hughes Group
10. Impec Group, LLC
11. Imperial Maintenance Services
12. Karla's Janitorial Services & Suppliers
13. Kleen-Tech
14. Moreno & Associates
15. NeXgen Facilities Group, LLC
16. H.N.W. Building Maintenance dba Olympic Cleaning Service
17. Premier Property Preservation
18. Pro-Line Cleaning Services, Inc.
19. Quality Cleaning Professionals, LLC
20. Quality First Services
21. TransPacific Building Maintenance
22. Universal Building Services
23. US Metro Group, Inc.

The City's Evaluation Committee consisted of the Recreation Manager, Maintenance Manager, and Maintenance Coordinator. The Recreation Manager will be the primary staff member responsible for managing the City's janitorial services agreement. The proposals were evaluated using a "Best Value" methodology, in which service providers scoring at least 30 out of 40 points in the Experience, Qualifications, References, and Safety Program narrative were then scored based on their cost proposals. Of the 18 responsive proposals, eight (8) scored the minimum 30 points to advance to the scoring of their cost proposal pricing.

Rank	Name	Points
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1.	US Metro Group Inc	88.69
2.	Karla's Janitorial Services & Suppliers	88.20
3.	Kleen-Tech	87.12
4.	Firato Service Company	85.55
5.	CCS Facility Services	83.22
6.	Pro-Line Cleaning Services	82.24
7.	NeXgen Facilities	81.05
8.	Impec Group	79.51

The top four scoring firms, US Metro Group Inc, Karla's Janitorial, Kleen-Tech, and Firato Service Company, were interviewed. The winning proposal was selected based on the total points scored by the eight proposals that received 30 points or more for their experience, qualifications, references, and safety program, and their corresponding points for janitorial service costs. Please see the attached Scoring Summary (Attachment 1).

Staff recommends the award of the agreement to US Metro Group, Inc. in the amount of \$814,257 (Attachment 2).

The RFP document can be viewed via this [link](#)  
 Addendum #1 can be viewed via this [link](#)  
 Addendum #2 can be viewed via this [link](#)

#### **COMMUNITY ENGAGEMENT:**

As janitorial services are a regular and expected City service, no efforts were made to inform the community about this proposed agreement.

#### **ALTERNATIVE ACTIONS:**

The City Council could elect not to award this service agreement, and request that the services be rebid in hopes of obtaining a lower price. Of note, the proposed two-year agreement amount of \$814,257 is lower than the current agreement amount of \$867,547 for the past two years. Furthermore, this action would require the extension of the current janitorial service agreement, at a higher cost to the City, to allow enough time to rebid the services.

#### **PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

The Council has previously approved service agreements for janitorial services for over 15 years. The City's current agreement was approved by the Council on November 18, 2020.

#### **FISCAL AND RESOURCE IMPACT:**

If approved, the total funding authorization for this agreement will be \$814,257 for the initial two years. Funding for janitorial services is budgeted in the Maintenance Services Division's budgets for the individual facilities (Fund 010 - General Fund and Fund 740 -

Building Maintenance).

**CEQA (California Environmental Quality Act):**  
Categorical Exemption

The activities described in this Staff Report are categorically exempt under CEQA, specifically pursuant to Section 15301 of the CEQA Guidelines (Existing Facilities), as the subject work involves the repair, maintenance or minor alteration of existing City facilities involving negligible or no expansion of use of those facilities.

City of Morgan Hill: 2025 Janitorial Services RFP Narrative and Pricing Summary Scores

NARRATIVE SCORING (40 points)

		1	3	4	5	6	7	8	9	10	11	12	13	15	16	18	20	21	23
NARRATIVE SCORING	Points Available	Allied Universal	CCS Facility Services	DMS Facility Services	EcoBrite Services	ESP Facility Services	Firato Service Co.	Hassan Complete Janitorial	Hughes Group	Impec Group	Imperial Maint.	Karla's Janitorial	Kleen-Tech	NeXgen Facilities	Olympic Cleaning Service	Pro-Line Cleaning Services	Quality First Services	TransPacific Building Maint	US Metro Group
			*				*			*		*	*	*		*			*
Previous Experience providing superior level of janitorial service at like-sized public and/or private facilities.	10.00	6.67	7.67	7.00	5.33	7.00	8.17	6.67	6.67	8.00	6.67	7.67	6.33	6.33	7.00	7.33	5.00	6.83	8.83
Assessments of work quality, performance and working relationships by current and recent clients indicating high levels of satisfaction and effectiveness	15.00	9.67	11.83	12.00	9.00	11.67	13.67	10.33	10.00	12.67	11.33	11.67	12.67	13.67	11.67	12.67	11.33	12.50	11.83
Qualifications of staff to be assigned to provide janitorial services to the City Facilities	5.00	2.67	3.00	3.00	2.33	3.67	4.00	2.33	2.67	3.33	2.83	3.50	3.50	3.00	3.17	3.33	1.67	3.00	4.17
Well-defined Safety Program and Disinfecting Protocol	10.00	8.00	8.50	6.33	4.67	7.00	8.33	6.67	6.00	8.33	6.67	7.17	7.67	7.00	6.33	7.67	3.67	6.33	8.67
	<b>40.00</b>	27.00	<b>31.00</b>	28.33	21.33	29.33	<b>34.16</b>	26.00	25.33	<b>32.33</b>	27.50	<b>30.00</b>	<b>30.17</b>	<b>30.00</b>	28.17	<b>31.00</b>	21.67	28.67	<b>33.50</b>

PLEASE NOTE: Proposals # 2 Bay City Cleaners, #14 Moreno & Associates, #17 Premier Property Preservation, #19 Quality Cleaning Professionals, & # 22 USB were deemed incomplete & were not scored.

\* = Proposals that met the minimum narrative score of 30 points moved forward to have their cost proposals reviewed.

City of Morgan Hill: 2025 Janitorial Services Bid Item Pricing Amounts

BID ITEM PRICING AMOUNTS

		3	7	10	12	13	15	18	23
Bid Item	Price from Lowest Bidder	CCS Facility Services	Firato Service Co.	Impec Group	Karla's Janitorial	Kleen-Tech	NeXgen Facilities	Pro-Line Cleaning Services	US Metro Group
<b>Base Bid: Janitorial Services</b>	<b>699,256.98</b>	749,496.00	774,009.70	836,246.00	703,260.00	736,755.87	776,130.22	734,000.00	<b>699,256.98</b>
<b>Bid Alt #1: CCC Playhouse: Before &amp; After Performance Cleaning (Sec 2-14)</b>	<b>35.43</b>	152.00	73.71	80.00	80.00	<b>35.43</b>	225.00	85.00	317.40
<b>Bid Alt #2: AC Swim Meet Pre and Post Cleaning (Sec 5-11)</b>	<b>70.86</b>	152.00	390.00	1,120.00	80.00	<b>70.86</b>	90.00	380.00	239.20
<b>Bid Alt #3: Aquatics Center Swim Meet Day Porter Services (Sec 5-12)</b>	<b>29.90</b>	38.00	35.49	45.00	32.00	35.43	45.00	85.00	<b>29.90</b>
<b>Bid Alt #4: On-Call Carpet Cleaning (Sec 10-1)</b>	<b>44.15</b>	75.00	47.50	55.00	45.00	<b>44.15</b>	65.00	90.00	138.00
<b>Bid Alt #5: On-Call Janitorial Services (Sec 10-2)</b>	<b>32.00</b>	45.00	47.50	45.00	<b>32.00</b>	35.43	45.00	90.00	36.80

**City of Morgan Hill: 2025 Janitorial Services -TOTAL POINTS**

**BID ITEM PRICING POINTS AND GRAND TOTAL PROPOSAL POINTS**

**BID ITEM PRICING SCORES (60 points)**

		3	7	10	12	13	15	18	23
Bid Item	Points Available	CCS Facility Services	Firato Service Co.	Impec Group	Karla's Janitorial	Kleen-Tech	NeXgen Facilities	Pro-Line Cleaning Services	US Metro Group
Base Bid: Janitorial Services	50.00	46.65	45.17	41.81	49.72	47.46	45.05	47.63	50.00
Bid Alt #1: CCC Playhouse: Before & After Performance Cleaning (Sec 2-14)	2.00	0.47	0.96	0.89	0.89	2.00	0.31	0.83	0.22
Bid Alt #2: AC Swim Meet Pre and Post Cleaning (Sec 5-11)	2.00	0.93	0.36	0.13	1.77	2.00	1.57	0.37	0.59
Bid Alt #3: Aquatics Center Swim Meet Day Porter Services (Sec 5-12)	2.00	1.57	1.68	1.33	1.87	1.69	1.33	0.70	2.00
Bid Alt #4: On-Call Carpet Cleaning (Sec 10-1)	2.00	1.18	1.86	1.61	1.96	2.00	1.36	0.98	0.64
Bid Alt #5: On-Call Janitorial Services (Sec 10-2)	2.00	1.42	1.35	1.42	2.00	1.81	1.42	0.71	1.74
<b>SUBTOTAL: BID ITEM PRICING POINTS</b>	<b>60.00</b>	<b>52.22</b>	<b>51.39</b>	<b>47.18</b>	<b>58.20</b>	<b>56.95</b>	<b>51.05</b>	<b>51.24</b>	<b>55.19</b>
<b>GRAND TOTAL: NARRATIVE &amp; BID ITEM PRICING POINTS</b>	<b>100.00</b>	<b>83.22</b>	<b>85.55</b>	<b>79.51</b>	<b>88.20</b>	<b>87.12</b>	<b>81.05</b>	<b>82.24</b>	<b>88.69</b>
<b>RANKING</b>		<b>5</b>	<b>4</b>	<b>8</b>	<b>2</b>	<b>3</b>	<b>7</b>	<b>6</b>	<b>1</b>

**\*\*BID ITEM PRICING SCORE is lowest bidder's item price divided by each Contractor's item price times the number of points available. For example, Karla's Janitorial's Base Bid Points are calculated:  $699,256.98/703,260 \times 50 \text{ points} = 49.72 \text{ points}$  (See page 2 for pricing amounts)**

**JANITORIAL SERVICE AGREEMENT**  
**U.S. Metro Group, Inc.**

**THIS AGREEMENT** is entered into and becomes effective on \_\_\_\_\_ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and U.S. Metro Group, Inc. a California corporation ("SERVICE PROVIDER") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

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

2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until December 31, 2027 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum of three one-year extensions. Any such extension shall be in writing and signed by both Parties to this Agreement.

3. **Scope of Service.** The services to be performed by SERVICE PROVIDER shall be annual janitorial services and extra janitorial services as further described in **Exhibit A**.

4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:

4.1. **Amount.** \$814,256.98. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed Eight Hundred Fourteen Thousand Two-Hundred Fifty-Six dollars and Ninety-Eight Cents and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to SERVICE PROVIDER during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for each subsequent extended one-year term exceed 105% of the maximum compensation allowed to be paid to SERVICE PROVIDER for one year of service during the immediately preceding prior year of service.

4.2. **Billing.** SERVICE PROVIDER shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by SERVICE PROVIDER on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 14 Notices. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

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

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

5.2. **Temporary Suspension of Janitorial Services.** CITY'S need for janitorial services may be suspended due to unforeseeable or unavoidable circumstances beyond its control. Such circumstances include, but are not limited to, earthquake, fire, explosion, flood or other natural catastrophe; governmental legislation, condemnation, acts, orders, or regulation; war or acts of terrorism; strikes or labor difficulties; and quarantine, epidemic, or pandemic. CITY shall provide a 5-days' written notice or less under urgent circumstances to temporarily suspend janitorial services at specific CITY facilities. CITY reserves the right to request which CITY facilities are to be serviced or not serviced due to unforeseeable or unavoidable circumstances; and the level of service at each CITY facility. For example, the Centennial Recreation Center could be cleaned weekly instead of daily during a closure. Upon suspension, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid up to the date of the suspension. No further payments will be made for services provided after the date of the suspension. CITY shall provide 5 days' written notice when the circumstances for the suspension of specific facilities' services are removed for SERVICE PROVIDER to commence providing services.

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

7. **Hazardous Materials.** Without limiting any other requirement or obligation of SERVICE PROVIDER under this Agreement, if SERVICE PROVIDER needs to use any material or chemical considered to be a hazardous material under any federal, state or local law, regulation or policy, SERVICE PROVIDER agrees to fully and timely abide by and comply with all laws, regulations and

policies pertaining to the use, transport, removal, handling, disposal or other activity related to any and all such materials or chemicals. Prior to commencement of work or services under this Agreement, SERVICE PROVIDER shall provide CITY with a complete list of the hazardous materials SERVICE PROVIDER reasonably anticipates it may need to use to provide the services of SERVICE PROVIDER under this Agreement, together with the reasonably anticipated quantities thereof, if requested by CITY.

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

8.1. **Insurance Types and Amounts.**

- 8.1.1. **Commercial General Liability (CGL).** SERVICE PROVIDER shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater.
- 8.1.2. **Automobile Liability.** SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own automobiles, then SERVICE PROVIDER shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater.
- 8.1.3. **Workers’ Compensation Insurance and Employer’s Liability.** SERVICE PROVIDER shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater. If SERVICE PROVIDER is self-insured, SERVICE PROVIDER shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 8.1.4. **Pollution (Environmental) Liability.** If the performance of SERVICE PROVIDER’s work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, SERVICE PROVIDER

shall procure and maintain Pollution Liability covering the SERVICE PROVIDER'S liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.1.5. Professional Liability.

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

8.1.5.2. If the performance of SERVICE PROVIDER's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), SERVICE PROVIDER shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

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

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

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

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

8.2.2. Workers Compensation.

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

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

8.4. **Certificates.** SERVICE PROVIDER shall furnish CITY of Morgan Hill with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, SERVICE PROVIDER shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the SERVICE PROVIDER's agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 8. Certificates, including renewal certificates, may be mailed electronically to [riskmgmt@morganhill.ca.gov](mailto:riskmgmt@morganhill.ca.gov) or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

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

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

10. **Compliance with Law.**

10.1. SERVICE PROVIDER and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting

requirements in carrying out their obligations under this Agreement. SERVICE PROVIDER and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon any basis prohibited by State or Federal law, including but not limited to, race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

- 10.2. Compliance with Wage and Hour Laws: SERVICE PROVIDER, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against SERVICE PROVIDER and/or its subcontractors: BY SIGNING THIS AGREEMENT, SERVICE PROVIDER AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT SERVICE PROVIDER OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. SERVICE PROVIDER FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or SERVICE PROVIDER learns of such a judgment, decision, or order that was not previously disclosed, SERVICE PROVIDER shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. SERVICE PROVIDER and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. CITY reserves the right to require SERVICE PROVIDER to enter into an agreement with CITY regarding the manner in which any such final judgment, decision, or order will be satisfied.

City’s Right to Withhold Payment: Where SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, CITY reserves the right to withhold payment to SERVICE PROVIDER until such judgment, decision or order has been satisfied in full.

Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

10.3 DIR Registration. Janitorial Service Providers must be registered with the State of California Department of Industrial Relations (DIR) Labor Commissioner's Office pursuant to Labor Code section 1420 *et seq.*

11. **Independent Contractor.** SERVICE PROVIDER is an independent contractor and not an agent or employee of CITY.

12. **Confidentiality.** All data, documents, or other information received by SERVICE PROVIDER from CITY or prepared in connection with SERVICE PROVIDER'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by SERVICE PROVIDER without prior written consent by CITY.

13. **Conflict of Interest and Reporting.** SERVICE PROVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement including, without limitation, complying with California Government Code section 1090 *et seq.*, the California Political Reform Act (California Government Code section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 *et seq.*). SERVICE PROVIDER will further comply, and will ensure that its agents and its subcontractors comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8).

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

Address of SERVICE PROVIDER is as follows:

U.S. Metro Group, Inc.  
6803 International Avenue, Suite 101  
Cypress, CA 90630  
Attn: Evelyn Lee, CEO

Address of CITY is as follows:

Keri Russell, Maint. Mgr. City of Morgan Hill 17575 Peak Avenue Morgan Hill, CA 95037	with a copy to: City Clerk City of Morgan Hill 17575 Peak Avenue Morgan Hill, CA 95037
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15. **Licenses, Permits and Fees.** SERVICE PROVIDER shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.
16. **Service Provider's Proposal.** If applicable, this Agreement shall include SERVICE PROVIDER'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
17. **Maintenance of Records.**
- 17.1. **Maintenance.** SERVICE PROVIDER shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. SERVICE PROVIDER shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then SERVICE PROVIDER shall retain said records until such action is resolved.
- 17.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the SERVICE PROVIDER and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 17.3. **Ownership of Work Product.** All documents or other information developed or received by SERVICE PROVIDER for work performed under this Agreement shall be the property of CITY. SERVICE PROVIDER shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
18. **Familiarity with Work.** By executing this Agreement, SERVICE PROVIDER represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should SERVICE PROVIDER discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at SERVICE PROVIDER'S risk, until written instructions are received from CITY.
19. **Time of Essence.** Time is of the essence in the performance of this Agreement.
20. **No Assignment.** Neither this Agreement nor any portion shall be assigned by SERVICE PROVIDER, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY's option, shall terminate this Agreement effective as of the date of such attempted assignment.
21. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

22. **Defense and Indemnification.**

22.1. **Defense and Indemnification.** SERVICE PROVIDER shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers (“INDEMNITEES”) from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by SERVICE PROVIDER, and/or its agents, officers, employees, subcontractors, or independent contractors (“CLAIM”).

22.2. **Exceptions.** SERVICE PROVIDER is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the CITY.

22.3. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMs alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by SERVICE PROVIDER.

22.4. **Right to Offset.** CITY shall have the right to offset against any compensation due SERVICE PROVIDER under this Agreement any amount due CITY from SERVICE PROVIDER as a result of SERVICE PROVIDER's failure to pay CITY promptly any indemnification arising under this Section (22) and any amount due CITY from SERVICE PROVIDER arising from SERVICE PROVIDER's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

22.5. **Interpretation.** This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the SERVICE PROVIDER to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

23. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by CITY and SERVICE PROVIDER. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

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

25. **Notice of Security and/or Privacy Incident.** If SERVICE PROVIDER, or its subcontractor, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to CITY PII, PHI and/or PCI, SERVICE PROVIDER shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery or notification of the incident or potential breach, notify CITY of such incident or potential breach. SERVICE PROVIDER shall, upon CITY's request, investigate such incident or potential breach, inform the CITY of the results of any such investigation, and assist the CITY in maintaining the confidentiality of such information. In addition to the foregoing, SERVICE PROVIDER shall provide CITY with any assistance necessary to comply with any state and/or federal

laws requiring the provision of notice of any privacy incident or security breach with respect to any CITY PII, PHI and/or PCI to the affected or impacted individuals and/or organizations, in addition to any notification to applicable state and federal agencies. SERVICE PROVIDER agrees that it shall reimburse CITY for all expenses, costs, attorneys' fees, and resulting fines, penalties, and damages associated with such incident, breach, investigation and/or notification.

26. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

27. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

28. **Binding Agreement.** Notwithstanding the provisions of Section 20 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of SERVICE PROVIDER in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

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

30. **Counterpart Signatures.** This Agreement may be signed in multiple counterparts, which shall, when executed by all Parties, constitute a single binding agreement.

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Signatures on following page.

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

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

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

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

ATTEST:

CITY OF MORGAN HILL

\_\_\_\_\_  
City Clerk/Deputy City Clerk

\_\_\_\_\_  
City Manager

Michelle Bigelow  
\_\_\_\_\_  
Print Name

Christina J. Turner  
\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Donald A. Larkin

US METRO GROUP, INC.

\_\_\_\_\_  
City Attorney

*Evelyn Lee*  
\_\_\_\_\_  
By:

\_\_\_\_\_  
Print Name

Evelyn Lee, Chairperson of the Board  
Print Name and Title of Signer.  
If Corporate: Chairman, President or Vice President

Date: \_\_\_\_\_

Date: November 14, 2025

*[Signature]*  
\_\_\_\_\_  
By:

Brian Lee, Chief Financial Officer  
Print Name and Title of Signer.  
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: November 14, 2025

JS-LR-000014937  
Janitorial DIR Registration Number(s)

Expiration Date(s) 12/18/2025

**EXHIBIT A  
SCOPE OF SERVICES**

**Please see attached Scope of Services.**

## EXHIBIT A SCOPE OF SERVICES

### Janitorial Services

Service Provider understands and agrees that the services shall be provided in accordance with all applicable laws, including but not limited to the Displaced Janitor Opportunity Act (California Labor Code §§ 1060 et seq.) and the California Property Service Workers Protection Act (California Labor Code §§ 1420 et seq.). A successor Service Provider shall retain, for a 60-day transition employment period, employees who have been employed by the terminated Service Provider or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor Service Provider unless the successor Service Provider has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated Agreement.

1-1 SCOPE OF SERVICE The Service Provider shall furnish all labor, equipment, cleaning solutions, and other services required to satisfactorily perform the janitorial services required to the Facilities as outlined in this document.

The Service Provider shall furnish the City within fifteen (15) days after approval of the Agreement, a work schedule showing the proposed dates and time of work for the locations shown on the proposal.

Janitorial Specifications are described in Sections 2 through 7.

1-2. TERM OF SERVICE The term is stated in the Janitorial Service Agreement

1-3 WORK HOURS The starting time for any, and all janitorial services, except for day porter services, shall be no earlier than the closing time for the facility and shall be completed prior to the opening of time for the next day unless otherwise noted.

- **Community and Cultural Center** Cleaning Hours must start at 10 p.m. Monday through Thursday and be completed by 6:00 a.m. Friday, Saturday and Sunday cleaning hours must start at midnight and be completed by 6:00 a.m.
- **Council Chamber Building** – Periodicals must be completed on weekends any time after 3:00p.m.
- **Centennial Recreation Center** is an active facility on weekdays from 5:00 a.m. to 9:30 p.m., Saturday-Sunday from 6:30 a.m. to 5:00 p.m.
- **Aquatics Center** is open weekdays from 5:00 a.m. to 8:00 p.m. Saturdays from 7:00 a.m. to 1:00 p.m. (summer season to 5:30 p.m.), and Sundays 11:30 a.m. to 5:30 p.m. (summer season only). "Summer season" is the first weekend of June through Labor Day." See Section 5-19: Aquatics Center Summer Season Schedule on page 35. Cleaning hours need to take place when the facility is not open.
- **Corporation Yard** – Quarterly, Triannual and Semi-Annual Only. Work must be done between 5:00 p.m. and 5:00 a.m. Monday through Friday or anytime on the weekends.
- **Downtown Parking Garage** - Cleaning hours are from 12:00 a.m. to 7:00 a.m.
- **City Hall/DSC Building**- Annual services to be coordinated with City Maintenance Staff (typically during the last week of December)
- **Morgan Hill Police Department/Information Services**- Building is open 24/7. Janitorial services should be performed between 6:00 p.m. and 5:00 a.m. Monday, Tuesday, Wednesday, Thursday and Saturday

Deviation from the above will not be permitted except by written permission of the City Recreation Manager or designated representative from the facility.

From time to time, the City may take on improvement projects or other construction. The Service Provider shall cooperate with the City or its agents while said work is underway.

1-4 WORKMANSHIP AND QUALITY LEVEL All work shall be performed by staff directly employed and supervised by the Service Provider. The Service Provider shall provide management and technical supervision through competent supervisors as required to provide the specified janitorial services. The Service Provider shall be responsible for the skills, methods and actions of all employees, subcontractors and for all work done.

The Service Provider shall cooperate with the representative authorized by the City to enable them to determine the Service Provider's conformity with these specifications and the adequacy of the work being performed. The Service Provider shall give personal supervision to the work and will meet with the Recreation Manager or designated City representative, a minimum of twice per month, at a schedule mutually agreed upon.

1-5. CORRECTIVE WORK The Service Provider shall perform the work to the satisfaction of the Recreation Manager or designated representative. Inspections may be made by the City any time and request from the Service Provider corrective work. If corrective work is required, the City will provide a written list of items, the Service Provider shall correct deficiencies as directed. If deficiencies are not corrected in a timely manner, the City may perform the work using others and deduct the cost from the Service Provider's payment.

1-6. LOCATIONS Diagrams of the facility are provided as part of the Agreement specification.

1-7. JANITORIAL STANDARDS The Service Provider shall furnish all labor, materials, tools, cleaning supplies, services and special skills necessary for the provision of complete high-quality janitorial services from beginning to end of the Agreement. The work shall include all tasks needed to maintain the facilities, their furnishings and fixtures in sanitary condition and having an overall appearance of cleanliness and neatness.

- a. **Blinds:** Blinds shall be cleaned with a vacuum cleaner using tools designed for cleaning blinds.  
**Standard:** Blinds shall be free of dust and give an overall clean appearance.
- b. **Carpet Cleaning:** Shampoo, with truck mounted cleaning unit, carpeted areas.  
**Standard:** Carpet cleanings must produce visual and noticeable improvements.
- c. **Chrome Surfaces:** Cleaning chrome requires the removal of surface spots, fingerprints, smudges, etc., with the appropriate chrome polish.  
**Standard:** Surfaces will present a clean uniform shining appearance free of all soil, marks, smudges, streaks.
- d. **Damp Mopping:** Damp mopping requires the use of cotton or similar yarn type string mops (24 oz.) that have been mechanically wrung/squeezed to remove excess solution for purposes of removing light soil, dirt, liquid or other foreign material from a floor that does not require the complete mopping of the area or when the area is not soiled sufficiently to require wet mopping.  
**Standard:** A damp mopped floor shall be free of all dirt, debris soil, liquids or other foreign material. All splash marks/spots on walls and furniture/fixtures shall be removed before completion of the damp mopping task. All items moved to accomplish this task shall be returned to their original positions. Mop and mop bucket need to be rinsed after each use.
- e. **Day Porters:** Day porters assigned to specific facilities as noted in agreement.  
**Standard:** Day porters on duty at any facility shall be available to respond within twenty minutes of any of the Agreement locations to cleanup reported problems such as spills or accidents. **Day Porters shall be in a uniform that identifies them as janitorial staff.**
- f. **Disinfecting:** Disinfecting is the application of a germicidal solution to surfaces to kill or neutralize 99.9% of the material containing or supporting the growth of bacterial/viral organisms. Surfaces should remain "wet" for a minimum of 10 minutes or per manufacturer's recommendation.  
**Standard:** Surfaces shall be as free of material containing living bacteria, viruses, or other contaminations that are capable of causing infections.

- g. **Dispenser Cleaning and Service:** Dispenser cleaning/service requires damp wiping dispensers with a disinfectant, checking/refilling of all towel, toilet tissue, seat covers, soap, or any other dispensers which may be identified by the Agreement Administrator.
- Standard:** Dispensers will be disinfected, present a clean uniform shining appearance free of all soil, marks, smudges, streaks and will have an adequate supply of the applicable dispensed products.
- h. **Dusting:** Normal or low dusting includes all levels up to ten (10) feet in height. All high dustings will be above ten (10) feet high.
- Standard:** Items shall be free of any laden airborne materials, streaks, smudges, and cobwebs. Laden airborne matter shall be removed by either mechanical, chemical, or manual means. Devices, which merely displace or redistribute the matter, such as feather dusters, will not be used, unless treated to attract and hold the matter. All items moved to accomplish this task shall be returned to their original position.
- i. **Entrance Glass:** Cleaning of glass is cleaning the inside and outside glass surfaces and the surrounding boundary of the applicable entrance area.
- Standard:** Glass shall be free of streaks, smudges, fingerprints, etc. Surfaces surrounding the entrance shall be free of dirt, dust, fingerprints, and have a clean appearance.
- j. **Entrance Mats:** Carpet mats shall be vacuumed with a commercial vacuum before spot cleaning. Entrance mats made of rubber or polyester shall be swept, shaken, vacuumed or washed. Entrance mats shall be lifted, moved to remove soil and moisture underneath, and replaced.
- Standard:** There shall be no dirt left on surfaces.
- k. **Fixtures:** Cleaning of restroom & kitchen fixtures and fountains require the removal of dust, dirt, debris, spots, stains, and smears from sinks, slop sinks, toilets, urinals, and fountains with a germicidal solution.
- Standard:** Fixtures will be disinfected and there shall be no dust, dirt, spots or debris on the fixtures.
- l. **Furniture:** Cleaning of furniture and tables requires dusting and/or damp wiping and disinfecting.
- Standard:** Surfaces are to be free of dirt, dust, debris, marks, and film.
- m. **Glass/Window:** Glass and window cleaning requires the removal of dirt, soil, smudges, fingerprints, and other foreign material from glass window, doors, partitions, or any other items, which may consist in whole or part of a glass, or similar material including mirrors.
- Standard:** Glass surfaces shall be free of all dirt, soil, smudges, streaks, smears, film, or any other foreign substances. All excess spray/solution must be removed from any surrounding trim or surfaces, and glass/window surfaces shall have a uniformly bright appearance. Any items moved to accomplish this task must be returned to their original positions.
- n. **Policing:** Policing is picking up paper, trash, empty bottles, containers, and other discarded materials; spillages, accidents, plumbing failures, and inclement weather.
- Standard:** Area(s) being policed shall be free of debris. Area(s) shall present an overall clean appearance.
- o. **Polishing:** Polishing requires the use of a high-speed floor machine and a clean pad designed for polishing or buffing.
- Standard:** The floor should have a “non-yellowed” high-gloss appearance.
- p. **Receptacles and Cleaning:** Cleaning and disinfecting receptacles is defined as wiping or washing containers with a germicidal solution and replacing plastic liners.
- Standard:** Receptacles shall be considered properly cleaned when both the inside and outside are clean, free of stains, dried refuse and odors, and a plastic liner replaced, if necessary.

- q. **Refrigerators:** Requires cleaning outside surfaces, especially the handles with a germicidal detergent solution.  
**Standard:** Outside surfaces shall present an overall clean appearance.
- r. **Restrooms:** Cleaning of restrooms requires the removal of trash, cleaning of floors, fixtures, urinals, toilets, receptacles, faucets, handles, dispensers, walls, partition stalls, and doors with a germicidal solution. All glass, chrome, and stainless-steel surfaces shall be cleaned and buffed to a shine.  
**Standard:** Restrooms shall be considered properly cleaned when floors are mopped and fixtures, urinals, toilets, waste receptacles, wash basins, faucets, handles, dispensers, partition stalls, and doors are cleaned with a germicidal solution. All glass, chrome, and stainless-steel surfaces shall be cleaned and buffed to a shine, waste receptacles emptied, and dispensers refilled. Urinal cartridges changed as needed when not draining properly.
- s. **Safety Data Sheets:** Safety Data Sheets (SDS) must be provided for all chemicals used at each facility. SDS sheets must be updated on an annual basis.  
**Standard:** Each facility will have designated location for SDS and will be maintained by the Service Provider.
- t. **Scrubbing:** Machine scrubbing requires the use of mechanized scrubbing/vacuum machines to be more aggressive than wet mopping; this may include large areas such as halls, lobbies, garages, ramps, or similar large areas which would otherwise require extensive labor to complete in a reasonable time period.  
**Standard:** Machine scrubbing shall be held to the same quality standard as wet mopping and shall remove all scuff marks. Floor scrubbing shall not remove floor finish.
- u. **Shower Curtains:** Cleaning of curtains requires washing curtains with an approved cleaner that will eliminate fungus and green mold.  
**Standard:** Washed with a germicidal solution with no mold and/or odor remaining.
- v. **Shower Stalls:** Cleaning of shower stalls is defined as the removal of soap scum, mold, stains, and odors from surfaces (including grout) and cleaning the entire enclosure with a germicidal solution or steam cleaning.  
**Standard:** Walls, ceiling, enclosures, grout, and fixtures are cleaned with a germicidal solution and chrome is buffed to shine. There shall be no mold and/or odor remaining.
- w. **Shower Safety Mats:** Cleaning of mats requires washing mats with an approved cleaner that will eliminate fungus and mold.  
**Standard:** Shower safety mats shall be considered properly cleaned when they are washed with a germicidal solution.
- x. **Spot Cleaning:** Spot cleaning requires the removal of dirt, soil, debris, liquids, stains, or other foreign materials from carpeted areas which can be accomplished by cleaning only the immediately affected area where cleaning the whole area would not be necessary. Spot cleaning may be accomplished by any of the methods contained herein and as dictated by the circumstances of the soiling. Carpet spots shall be removed immediately with an approved carpet cleaning solution in such a manner, which will not leave rings or discoloration.  
**Standard:** Spot cleaning shall remove completely any evidence of the soiling which necessitated the cleaning and return the finish of the area affected to its pre-soiled condition without evidence of occurrence or cleaning for any area 24 inches by 24 inches
- y. **Sweeping or Dust Mopping:** Sweeping/dust mopping requires the removal of loose dirt, dust, debris, and other foreign material through either manual or mechanized methods, as appropriate for the location and situation.  
**Standard:** A swept area shall be free of all loose dirt, grit, lint, dust, debris, or other foreign

material with no build up in corners, crevices, under or around furniture parts. All items moved to remove dirt shall be returned to their original location.

- z. **Trash/Waste Removal:** Trash/waste removal requires the collection of all materials, which have been placed into appropriate containers, and taken to a specified site for disposal.

**Standard:** All trash/waste and soiled liners shall be removed from all trash/waste containers, and a new trash/waste liner shall be fitted into all such containers. Trash can must have proper liner in it. Black for trash, clear for recycling and green for compost. The compost and recycling bags must be visually inspected before disposing of them in outdoor bins. If bags are more than 10% non-compliant, janitorial responsible for sorting and disposing of contents properly.

- aa. **Vacuuuming:** Vacuuming requires the mechanical removal of loose dust, dirt, soil, debris, and other foreign material from carpeted floors and other items (e.g. couches, chairs, walls, curtains/drapes), which require this method of cleaning.

**Standard:** There shall be no evidence of any dust or dirt or any other loose foreign material. Materials shall be left in a lint free state. All items moved during this process shall be returned to their original positions.

- bb. **Wet Mopping:** Wet mopping requires the removal of built-up dirt, soil, liquids, or other foreign materials from a floor using clean cotton or similar yarn type string mops (24 oz.) and mechanically wrung out to have sufficient neutral detergent and water solution or disinfecting detergent and water solution. This shall include rinsing if required or as recommended by the detergent manufacturer.

**Standard:** A wet mopped floor shall be free of all dirt, debris, soil, liquids, or other foreign materials. It will present a uniform appearance free of streaks, smudges, heel marks, or any other marks, which can be reasonably removed through this cleaning method. All splash marks/spots on walls and furniture/fixtures shall be removed before completion of the wet mopping task. All items moved to accomplish this task shall be returned to their original positions.

## 1-8 OUTCOME-BASED AGREEMENT AND INSPECTION PROBLEM RESOLUTION PROCESS

City will regularly inspect the Service Provider's work and rate it according to the maintenance standards stated in this agreement. Service Provider shall operate and maintain an e-mail address at which the City may send inspection reports largely consisting of photos taken of areas that the Service Provider maintains. The e-mail address must have sufficient capacity to accept numerous inspection reports from the City without delay or rejection.

The Service Provider will be paid for work rated as "meets standards". Service Provider will not be paid for work rated as "below standard" until conditions improve and rate as "meet standards" if the below standard work is attributed to neglect on the part of the Service Provider. If an area does not meet City standards, it will be considered "below standard". Service Provider will not be paid additional amounts for remedial work required to improve "below standard" areas if the below standard work is attributed to neglect on the part of the Service Provider. City staff will work closely with Service Provider's representatives to achieve the results described in the standards and inspection criteria. However, responsibility for meeting standards rests with the Service Provider.

The Service Provider shall be responsible for janitorial services per the maintenance standards described in this agreement. The cost of maintaining the areas shall be included in the base bid unless otherwise called out as "extra work" in this Request for Proposals.

During the first three (3) months of the Agreement, the Service Provider will receive one hundred percent

(100%) of the monthly Agreement payment. During this period, Service Provider will inspect the sites at least monthly and will discuss inspections with City. This process and time frame will allow the Service Provider time to become familiar with the individual locations. Following this period, the Service Provider shall perform quality assurance inspections at a minimum of every month, or more frequently if deemed necessary by the Service Provider.

The Service Provider will provide electronic versions of the monthly inspections to the City by the 10th of the following month as to each site's compliance with City standards. An action plan with deadlines must be provided to City staff to indicate when corrections will be made if an area is deemed "below standard". Failure to turn in inspections by the deadline will result in a monthly payment being withheld until inspections are turned in, and one hundred dollars (\$100) deduction from their monthly payment.

There will be a financial impact to the Service Provider if any scheduled use, (including, but not limited to, special events or recreation programs) of City facilities are impacted by neglect on the Service Provider's part. Any costs associated with re-scheduling the event/activity/program may be the responsibility of the Service Provider for staffing and costs, including, but not limited to lost revenue, staff salaries and alternate Service Provider costs, etc.

City staff will perform inspections on a regular basis, which will be e-mailed to the Service Provider. The first time a site fails to meet City Standards per the inspections, the Service Provider will have one (1) week to bring the site back into compliance. If the same site is not in compliance for the same standard at any time after the first warning, no warning will be given, and penalties will be incurred. If a site is not brought back into compliance within the allotted timeframe the following penalties will occur:

1. First Penalty: Service Provider to receive warning.
2. Second Penalty: At the same site within twelve (12) months of the First Penalty Assessment, the Service Provider will be assessed a \$25 monthly deduction per deficiency.
3. Third Penalty: At the same site within (12) months of the First Penalty Assessment, the Service Provider will be assessed a \$75 monthly deduction per deficiency.

The parties will observe the following progressive problem resolution process:

1. Written notice of the problem.
2. Field conference with City inspector and Service Provider's field representative to identify problems and agree on solutions as presented by Service Provider.
3. Conference between City's representative and Service Provider's principal.
4. Imposition of penalties and/or correcting defect at Service Provider's cost.
5. Termination of Agreement.

1-9. SERVICES NOT PERFORMED The City reserves the right to back charge the Service Provider for services not performed. If services are not performed as per the Agreement or schedule submitted, after 5-day notice to Service Provider of failure to perform, the City may then contract out the service and back charge the Service Provider cost plus 15%.

1-10. MATERIALS AND EQUIPMENT The Service Provider shall, at all times, furnish and maintain equipment necessary to perform work under this Agreement. If equipment breaks down, the Service Provider is responsible to complete the work within 24 hours. If the Service Provider is unable to complete the work within that time period, the City may deduct the applicable portions, pro rata, from the payment to the Service Provider.

The City will provide all light bulbs, toilet tissue, hand towels, paper seat covers, liquid soap for dispensers, and plastic trash can liners. Supplies will be inventoried and provided on a weekly basis to assigned custodial storage area.

The custodial Service Provider is to supply all cleansers, disinfectants, solvents, waxes, cleaning tools, equipment and any additional supplies that may be necessary for Service Provider to perform to Agreement specifications. In some cases, the City may require specific products to be used. The Recreation Manager or designee shall approve all cleaning products and solutions in advance of their use.

1-11. SAFETY & SECURITY The Service Provider and staff shall follow all established safety procedures and shall take special care not to endanger the public in any way. All floors should be completely dry by the opening of facilities each day. The Service Provider is responsible for the security of all doors at the conclusion of work in each room. All exterior doors should remain locked at all times. Interior doors that are found open or unlocked shall be left in the same position/condition in which they were found.

1-12. FINGERPRINTING AND BACKGROUND CHECKS

All Service Provider staff who will be working on City facilities during business hours or at the Police Station must pass a background check. Each employee will need to undergo Livescan fingerprinting and will be subject to a background check by the Morgan Hill Police Department in accordance with State of California Department of Justice regulations.

Credentials are issued to each individual employee. The Service Provider is responsible for maintaining and updating their employee roster, including notifying the City of staffing changes. The Service Provider will be responsible for the fingerprinting fees for each employee.

1-13. EMERGENCY SITUATIONS For medical or public safety emergencies occurring at the Facilities call 9-1-1. For all building maintenance emergencies (water leaks, etc.) contact the Recreation Manager or designated staff to report the issue immediately (24-hours/day).

**Facility #1: COMMUNITY & CULTURAL CENTER AND PLAYHOUSE  
17000 Monterey Road**

All work necessary for complete janitorial service including but not limited to the following:

2-1. MAIN RESTROOMS & CHILDREN'S PAVILION RESTROOMS

Main Building: (7 days/week)

Children's Pavilion: Sunday – Friday (no Saturday service)

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Clean all mirrors and surrounding stainless steel/chrome with disinfectant.
- d. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.
- e. Clean/disinfect all toilets and urinals; damp dry all external surfaces; clean all stainless steel/chrome.
- f. Urinal cartridges need to be changed as needed when not draining properly.
- g. Clean and disinfect all counters, fixtures and dispensers.
- h. Clean and disinfect door handles with approved cleaner.
- i. Replenish all paper supplies and soap dispensers.
- j. Damp wipe/disinfect partitions (inside and out), doors, walls and tile.

- k. Mop floors with disinfectant.
- l. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- m. Dust all sills and light fixtures.

**Restroom Information**

<b>Restrooms</b>	<b>Basins</b>	<b>Toilet Bowls</b>	<b>Urinals</b>
Main Building Men's	4	4	3
Main Building Women's	4	8	0
CP Children's	1	1	0
CP Adult	1	1	0
<b>Totals</b>	<b>10</b>	<b>14</b>	<b>3</b>

800 square feet of restroom area (Tile and vinyl)

**2-2. MEETING ROOMS, DANCE ROOM & HALLWAYS – 7 days/week service**

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Dust mop hardwood floors with fiber mop or approved treatment method.
- e. Sweep and damp mop all non-carpeted and non-hardwood floor areas with approved cleaner.
- f. Spot clean all carpets/floors, as necessary.
- g. Clean all entry/exit door windows inside and out.
- h. Clean and disinfect door handles with approved cleaner.
- i. Spot clean walls, mirrors and windows with approved cleaner.
- j. Dust wipe down, disinfect cabinets and countertops.
- k. Spot clean and remove any gum, residue or stains from all areas with approved methods
- l. Clean all white boards.
- m. Spot clean, vacuum, and/or wipe down and disinfect tables, chairs, and lobby furniture in use.
- n. Dust all baseboards and sills.

**2-3. HIRAM MORGAN HILL BANQUET ROOM – 7 days/week service**

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Clean all trash from floors, including stage, and tables.
- d. Wipe down and disinfect all tables and chairs in the room.
- e. Sweep and then damp mop all non-carpeted areas with approved cleaner (including stage).
- f. Spot clean any stains/spills on all carpets/floors, as necessary.
- g. Disinfect door handles with approved cleaner.
- h. Spot clean walls and windows with approved cleaner.
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods
- j. Dust all baseboards and sills.

**2-4. EL TORO BANQUET ROOM – 7 days/week service**

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.

- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Sweep and then damp mop floor with approved cleaner.
- d. Disinfect door handles with approved cleaner.
- e. Spot clean walls and windows with approved cleaner.
- f. Spot clean and remove any gum, residue or stains from all areas with approved methods
- g. Wipe down/disinfect all tables and chairs in the room.
- h. Dust all baseboards and sills.

2-5. CHILDREN'S PAVILION – 5 days/week service (Mon – Fri)

- a. Clean restrooms per 2-1
- b. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- c. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- d. Sweep and then damp mop floors with approved cleaner.
- e. Spot-clean floors, as necessary.
- f. Disinfect door handles and light switches with approved cleaner.
- g. Spot clean walls, mirrors and windows with approved cleaner.
- h. Dust, wipe down/disinfect cabinets and countertops.
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods
- j. Wipe down/disinfect all tables and chairs.
- k. Dust all baseboards and sills.

2-6. KITCHEN – 5 days/week service (Tuesday, Wednesday, Friday, Saturday and Sunday)

- a. Empty wastebaskets, trash, compost containers; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Sweep and then damp mop floors with approved cleaners.
- d. Clean and wipe down/disinfect cabinets and countertops.
- e. Wash out and disinfect basins and faucet handles with approved cleanser, rinse and dry; damp dry basin traps.
- f. Disinfect all counters and appliances (stove top, oven front, refrigerators, etc.) with approved cleaners.
- g. Spot clean walls and windows with approved cleaner.
- h. Disinfect door handles and light switches with approved cleaner.
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods.

2-7. STAFF OFFICE AREAS – 3 days/week service (Sun, Tues & Thurs)

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- e. Spot clean all carpets, as necessary.
- f. Disinfect door handles and light switches with approved cleaner.
- g. Spot clean walls and windows with approved cleaner.
- h. Dust wipe down or vacuum all furniture, cabinets, and countertops.
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods

2-8. PLAYHOUSE LOBBY AND RESTROOM CLEANING – 2 days/week service (Wed & Sun)

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash; recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Clean all trash from floors, including stage, sound booth and theater seats.
- d. Clean all mirrors and surrounding stainless steel/chrome with disinfectant.
- e. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.
- f. Clean/disinfect all toilets and urinals; damp dry all external surfaces; clean all stainless steel/chrome.
- g. Urinal cartridges need to be changed as needed when not draining properly.
- h. Disinfect all counters, fixtures and dispensers.
- i. Disinfect door handles with approved cleaner.
- j. Replenish all paper supplies and soap dispensers.
- k. Damp wipe/disinfect partitions (inside and out), doors, walls and tile.
- l. Hose/mop floors with disinfectant.
- m. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- n. Dust all sills and light fixtures.

2-9 MISCELLANEOUS SERVICES TO BE PERFORMED AS NEEDED SO THAT AREAS ARE CLEAN AT THE START OF EACH DAY – 7 days/week service

- a. Janitorial supply rooms are to be kept clean and orderly at all times. Tools should be properly labeled and stored.
- b. All doors and windows are to be checked, closed and locked securely.
- c. Report graffiti to Community Center staff via email or written note.
- d. Clean drinking fountains.
- e. Collect cardboard, flatten and place in recycle bins.
- f. Report location of all burnt out light bulbs to Community Center staff via email or written note.
- g. Spray buff floors in all restrooms
- h. Clean all ground level windows in hallway inside and out.
- i. Dust and/or wash interior walls (floor to ceiling) removing dust and debris.
- j. Dust and remove spider webs from the ceilings, windowsills, blinds, light fixtures, cabinets, crevices, counters, desks and open spaces.
- k. Apply tile cleaner/approved cleaner on restroom walls and tile surfaces.
- l. Remove all entry mats and clean pat down to remove dirt.
- m. Dust exterior of ceiling level vents.
- n. Spray buff classroom, dance room and El Toro room floors.
- o. Remove, clean and replace all light fixtures lower than 10 feet in height.
- p. Wipe down all door hinges.
- q. All compost material should be collected throughout the facility and placed in the green compost bins

2-10. BIMONTHLY SERVICES (Every other month)

- a. Shampoo, with truck mounted cleaning unit, carpeted areas in the Hiram Morgan Hill Room as well as the main hallway to the end of the restrooms bimonthly as scheduled with City Staff.

2-11. QUARTERLY SERVICES

- a. Shampoo, with truck mounted cleaning unit, all carpeted areas four times annually as scheduled with the City staff (Madrone Room, Machado Room, Staff Offices, and Hallway from the Restrooms to the end of the West Hallway).

2-12. SEMI-ANNUAL SERVICES

- a. Strip, wax, and buff all vinyl floors per approved methods (CCC, Children’s Pavilion and Playhouse).
- b. Scrub and disinfect all tile and grout restroom floors (CCC, Children’s Pavillion and Playhouse)
- c. Remove all restroom floor drains, scrub clean and replace.
- d. Clean all windows inside and out for the entire facility, including Children’s Pavilion. (Does not include high windows, in the El Toro Room, Hiram Morgan Hill Room and Playhouse.)
- e. Shampoo, with truck-mounted cleaning unit playhouse carpets (lobby and seating area).

2-13 ANNUAL SERVICES

- a. Deep clean of the kitchen (Typically performed the last week of December)
  - i. Clean and degrease all stainless steel (except hood vents), all walls, doors/door frames, all ceiling tiles, t-bar grids, light covers and fixtures, air vents, floor drains.
  - ii. Sweet and mop all floors
  - iii. Clean inside ovens
  - iv. Clean Stove tops

2-14. SPECIAL CLEANING SERVICES AT PLAYHOUSE FACILITY (BEFORE & AFTER PERFORMANCE CLEANING)  
**(Bid Alternate #1)**

It is estimated that the playhouse will be scheduled 100 nights per year, which will require cleaning services to be provided on an as needed basis. The use schedule of the facility will be provided by the 15<sup>th</sup> of the prior month and be provided on a quarterly schedule. Late schedule additions may occur, with a minimum of 48 hours provided. Areas of cleaning include the lobby, seating area, entry, hallways, backstage including dressing rooms and restrooms.

- a. Clean restrooms and lobby per Section 2-8 (Playhouse Restroom and Lobby Cleaning)
- b. Clean all litter/waste/compost from seating area.
- c. Empty all wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- d. Vacuum all carpeted areas.
- e. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- f. Spot clean all carpets/floors/theater seats, as necessary.
- g. Disinfect door handles with approved cleaner.
- h. Spot clean walls, mirrors and windows with approved cleaner.
- i. Dust, wipe down or vacuum all theatre seats, cabinets, and countertops.
- j. Wipe down banisters.
- k. Spot clean and remove any gum, residue or stains from all areas with approved methods
- l. Wipe down all tables.
- m. Dust all baseboards and sills.
- n. Clean all entry/exit windows inside and out

2-15. COMMUNITY CENTER SITE INFORMATION AND FACILITY DIAGRAM

Room Information

Facility Room Name	Size	Carpet	Vinyl	Hardwood	Tile	Laminate
<b>Main Building:</b>						
Hiram Morgan Hill Room	4594	3196				1398
Hallway btwn Hiram & Kitchen	360		360			

Main Hallways	3870	3870				
Kitchen	600					
Poppy Jasper Room	625		625			
Diana Murphy Room	625		625			
Miramonte Dance Room	780			780		
Office Areas	750	600	150			
Madrone Room	650	650				
Machado Room	400	400				
El Toro Room	1770			1770		
Restrooms	740				740	
Children's Pavilion	800		800			
<b>Playhouse:</b>						
Seating Area	1566	1566				
Entry	100				100	
Lobby	612	612				
Walkways	640		640			
Restrooms	400				400	
Dressing Rooms	120		120			
Dressing Rm Bathrooms	90				90	
<b>Total for Rooms Needing Service</b>	<b>20,092</b>	<b>10,894</b>	<b>3,185</b>	<b>2,550</b>	<b>840</b>	<b>1,398</b>
<b>RESTROOMS</b>	<b>Basins</b>	<b>Toilet Bowls</b>	<b>Urinals</b>			
Main Building Men's	4	4	3			
Main Building Women's	4	8	0			
Children's Pavilion (child)	1	1	0			
Children's Pavilion (adult)	1	1	0			
Playhouse Men's	2	2	2			
Playhouse Women's	2	5	0			
Playhouse Dress 1	1	1	0			
Playhouse Dress 2	1	1	0			
<b>Totals</b>	<b>10</b>	<b>14</b>	<b>3</b>			

**2024 Facility Rental Information**

	<b>Days with Banquets</b>	<b>Days with Meetings</b>
<b>Hiram MH Room</b>	144	160
<b>El Toro Room</b>	39	244

**Facility #2: COUNCIL CHAMBER BUILDING**  
**17555 Peak Avenue**

3-1. SEMI-ANNUAL SERVICES (PERFORMED TWICE A YEAR)

- a. Truck mounted steam extraction of all carpeted areas.
- b. Strip, scrub and wax (5) coats on all vinyl floors, wipe clean baseboards
- c. Scrub, degrease and disinfect all tile and grout floors (restroom/lobby/hallway)

**Facility #3: CENTENNIAL RECREATION CENTER (CRC)**  
**171 W. Edmundson Avenue**

All work necessary for complete janitorial service including but not limited to the following:

4-1. ALL RESTROOMS & LOCKER ROOMS – 7 days/week service

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Clean all mirrors and surrounding stainless steel/chrome with disinfectant.
- d. Wash out sinks with approved cleanser, rinse and dry; damp dry basin traps.
- e. Clean/disinfect all toilets and urinals; damp dry all external surfaces; clean all stainless steel/chrome.
- f. Urinal cartridges need to be changed as needed when not draining properly.
- g. Clean/disinfect all counters, fixtures and dispensers.
- h. Clean/disinfect door handles with approved cleaner.
- i. Replenish all paper supplies and soap dispensers.
- j. Damp wipe/disinfect partitions (inside and out), doors, walls and tile.
- k. Sweep and then mop floors with disinfectant.
- l. Wipe and dry all benches.
- m. Wipe all lockers (front, top, inside and out) with a damp cloth and disinfectant. Remove any belongings left in lockers and place in Lost & Found bin in the Main Office.
- n. Remove all hair and debris from shower drains.
- o. Wash all shower walls and floors with shower foam disinfectant (approved by the City).
- p. Replace burnt out light bulbs, as necessary.
- q. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- r. Replace air fresheners in the West Wing and Senior Center restrooms monthly.

4-2. MAIN LOBBY/ADJACENT ROOMS & MAIN HALLWAYS – 7 days/week service

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Dust mop floors and remove dirt from joints in concrete.
- d. Dust, wipe down or vacuum all furniture including tables and chairs, cabinets, and countertops.
- e. Clean all entry/exit door windows inside and out.
- f. Vacuum entry mats.
- g. Spot clean all carpets as necessary with approved cleaner.
- h. Spot clean walls and windows with approved cleaner.
- i. Clean/disinfect door handles with approved cleaner.
- j. Clean and wipe down all drinking fountains.
- k. Replace burnt out light bulbs as necessary (light bulbs on ceilings higher than 10 feet will be replaced by City staff).
- l. Spot clean and remove any gum, residue or stains from all areas with approved methods.

4-3. MULTI-PURPOSE ROOM & KITCHEN – 7 days/week service

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Sweep and then damp mop floors with approved cleaners.
- d. Dust, wipe down/disinfect or vacuum all furniture, cabinets, and countertops.
- e. Clean all entry/exit door windows inside and out.
- f. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.

- g. Clean/disinfect all counters and appliances (stove top, oven front, refrigerators, etc.) with approved cleaners.
- h. Spot clean walls and windows under 10 feet with approved cleaner.
- i. Clean/disinfect door handles with approved cleaner.
- j. Replace burnt out light bulbs as necessary (light bulbs on ceilings higher than 10 feet will be replaced by City staff).
- k. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- l. Wipe down and disinfect all tables and chairs in the room.

4-4. SENIOR CENTER AREAS – 7 days/week service

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Spot clean all carpets as necessary with approved cleaner.
- e. Clean all entry/exit door windows inside and out.
- f. Clean/disinfect door handles with approved cleaner.
- g. Spot clean walls and windows with approved cleaner.
- h. Dust, wipe down/disinfect or vacuum all furniture including tables and chairs, cabinets, and countertops.
- i. Replace burnt out light bulbs as necessary (light bulbs on ceilings higher than 10 feet will be replaced by City staff).
- j. Spot clean and remove any gum, residue or stains from all areas with approved methods.

4-5. TEEN CENTER ROOM – 7 days/week service

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Sweep and then damp mop floor with approved cleaner.
- d. Dust, wipe down/disinfect or vacuum all furniture including tables and chairs, cabinets, and countertops.
- e. Clean all entry/exit door windows inside and out.
- f. Spot clean walls and windows with approved cleaner.
- g. Clean/disinfect door handles with approved cleaner.
- h. Replace burnt out light bulbs as necessary (light bulbs on ceilings higher than 10 feet will be replaced by City staff).
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods.

4-6. KIDS CLUB ROOM – service required 6 days/week service(Monday – Saturday)

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Sweep and then damp mop floor with approved cleaner.
- d. Vacuum carpeted area of floor.
- e. Dust, wipe down/disinfect or vacuum all furniture including tables and chairs, cabinets, and countertops.
- f. Clean all entry/exit door windows inside and out.
- g. Wash out sink and drinking fountain with approved cleanser, rinse and dry.
- h. Spot clean walls and windows with approved cleaner.

- i. Clean/disinfect door handles with approved cleaner.
- j. Replace burnt out light bulbs as necessary (light bulbs on ceilings higher than 10 feet will be replaced by City staff).
- k. Spot clean and remove any gum, residue or stains from all areas with approved methods.

4-7. FITNESS ROOM – 7 days/week service

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Dust mop floors including under equipment and then damp mop floor with approved cleaner.
- d. Dust, wipe down/disinfect or vacuum all furniture, cabinets, and countertops.
- e. Clean all entry/exit door windows inside and out.
- f. Spot clean walls, windows and mirrors with approved cleaner.
- g. Clean/disinfect door handles with approved cleaner.
- h. Clean and wipe down all drinking fountains
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods.

4-8. GYMNASIUM AND AEROBICS ROOMS #1 & #2 – 7 days/week service

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Dust mop floor using a fiber mop or approved treatment.
- d. Clean bleachers and under bleachers.
- e. Scrubber should be used to clean the floors 3 times a week (Monday, Wednesday and Friday) and the other 4 should be wet mop using approved cleaner.
- f. Clean all entry/exit door windows inside and out.
- g. Spot clean walls, ground level windows and mirrors with approved cleaner.
- h. Clean/disinfect door handles with approved cleaner.
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods.

4-9. STAFF OFFICE AREAS – 3 days/week service (Sun, Tues & Thurs)

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- e. Spot clean all carpets.
- f. Clean all entry/exit door windows inside and out.
- g. Clean/disinfect door handles with approved cleaner.
- h. Spot clean walls and windows with approved cleaner.
- i. Dust, wipe down or vacuum all furniture, cabinets, and countertops.
- j. Replace burnt out light bulbs, as necessary.
- k. Spot clean and remove any gum, residue or stains from all areas with approved methods

4-10 LIFEGUARD ROOM (Once a week)

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.

- b. Clean all trash, recycle, compost receptacles inside and out, free of stains, and odor free.
- c. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- d. Clean all entry/exit door windows inside and out.
- e. Clean/disinfect door handles with approved cleaner.
- f. Spot clean walls and windows with approved cleaner.
- g. Dust, wipe down/disinfect or vacuum all furniture, cabinets, and countertops.
- h. Replace burnt out light bulbs, as necessary.
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods

4-11. MISCELLANEOUS SERVICES TO BE PERFORMED AS NEEDED SO THAT AREAS ARE CLEAN AT THE START OF EACH DAY – 7 days per week service

- a. Janitorial supply rooms are to be kept clean and orderly at all times. Tools should be properly labeled and stored.
- b. Exterior trash receptacles and recycle containers located in enclosed patios and inside the pool area are to be emptied as needed; replace plastic liners. Clean receptacles.
- c. All doors and windows are to be checked, closed and locked securely.
- d. Report graffiti to Centennial Recreation Center staff leaving a work order in the Facility Maintenance Worker's in-box.
- e. Clean all drinking fountains.
- f. Collect cardboard, flatten and place in recycle bins.
- g. Scrub all tile floor areas using approved methods.
- h. Damp mop stained concrete floors with approved cleaner.
- i. Clean all ground level windows in Main Lobby inside and out.
- j. Dust and remove spider webs from the ceilings, windowsills, blinds, light fixtures, skylights, cabinets, crevices, counters, desks and open spaces up to 10 feet in height.
- k. Apply tile cleaner on all showers, restroom walls, and tile surfaces.
- l. Vacuum and spot clean all entry mats and clean floor below mats
- m. Vacuum all ground level vents and dust exterior of ceiling level vents.
- n. Wipe down all door hinges.
- o. Clean all ground level interior windowsills.
- p. Remove, clean and replace all light fixtures lower than 10 feet in height.
- q. Dust TV's and fans in Fitness, east hallway and Aerobics Rooms.
- r. Dust and/or wash interior walls (floor to ceiling or 10 ft.) removing dust and debris.
- s. Wipe down/disinfect all tables and chairs in the room.
- t. All compost material should be collected throughout the facility and placed in the green compost bins

4-12. MONTHLY SERVICES

- a. Scrub, recoat and buff floors in the Multi-Purpose Room, Kitchen, Teen Center, and Kids Club Room
- b. Scrub, re-coat/wax and buff stained concrete floors using approved methods and material.

4-13 TRIENNIAL (Three times a year) SERVICES

- a. Clean all windows inside and out for the entire facility once each during the Summer, Fall and Spring seasons. (Includes high windows, in the Natatorium, Gym and other areas). Use approved cleaner to remove hard water spots.
- b. Shampoo carpeted areas three times annually as scheduled with the City staff.

4-14. QUARTERLY SERVICES

- a. Pressure wash all pavement at facility front entrance. Schedule with City staff.

4-15. SEMI-ANNUAL SERVICES

- a. Strip, wax, and buff all linoleum floors per approved methods.
- b. Strip, wax, and buff all tile floors per approved methods in west wing restrooms, locker rooms, family changing rooms, hallway and senior center restrooms.
- c. Remove all floor drains, scrub clean and replace.
- d. Remove, dust, wash and replace all light fixtures.
- e. Dust and remove spider webs from walls, ceilings, windowsills, skylights, crevices, railings, etc. over 10 feet in height.

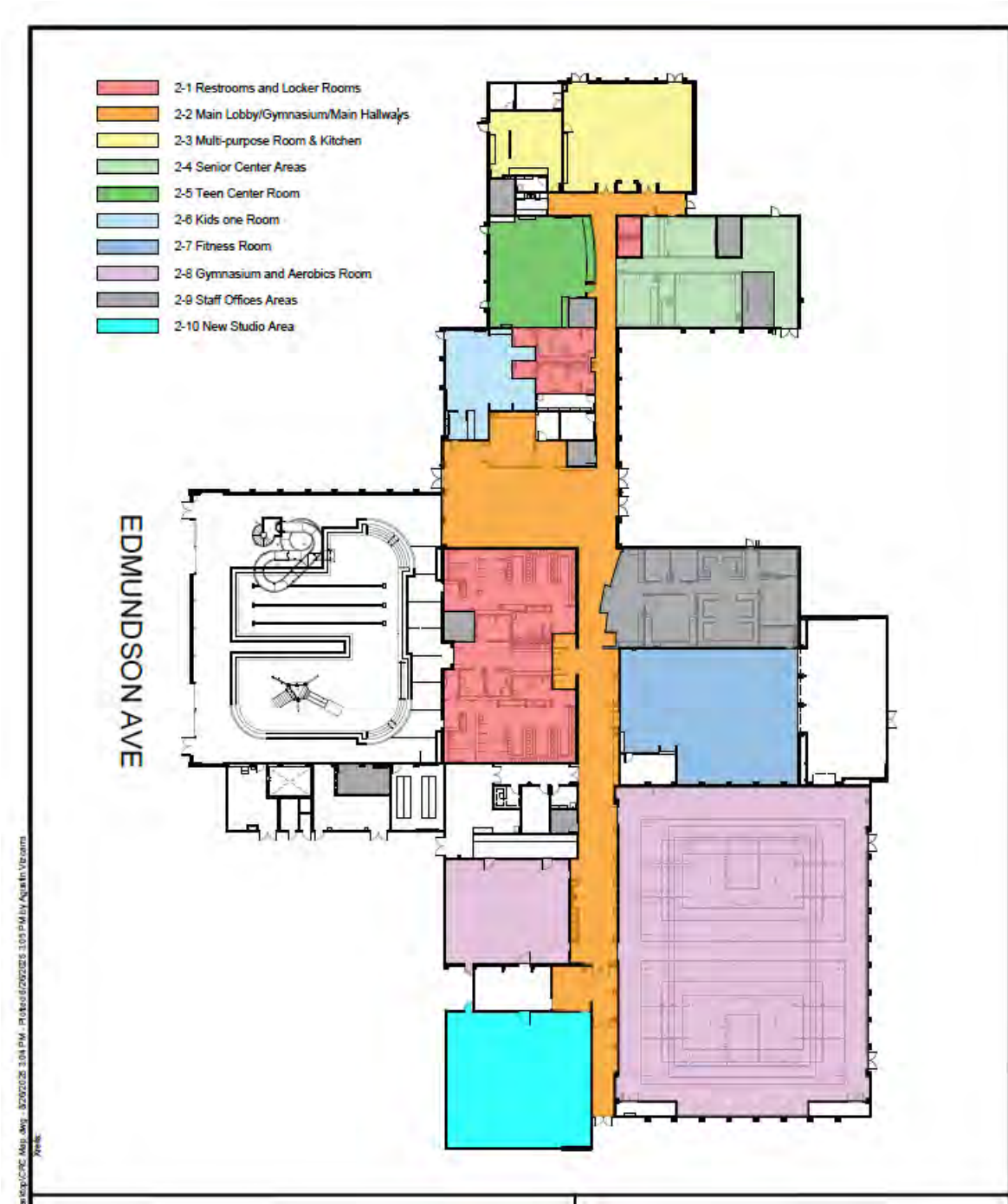
4-16 ANNUAL SERVICES

- a. Concrete floors to be striped and waxed annually using approved materials and methods.
- b. Strip, wax and clean the bottom row of baseboard tiles in the locker rooms and family changing rooms.

4-17. DAY PORTER SERVICES

- a. Day Porter Services to be provided by one male and one female custodian, Monday – Friday 1:00 p.m. – 3:00 p.m. ; Saturday and Sunday 11:00 a.m. – 1:00 p.m. (These are starting and ending hours).
- b. Work to include: Clean and disinfect all restrooms (including Kids Club), restock dispensers, empty trash containers.
- c. Clean locker rooms
- d. Disinfect drinking fountains as needed
- e. Damp mop floors as needed
- f. Walk building for litter & debris, outside entrances and parking lot
- g. Clean entrance doorways and glass as needed.
- h. Spot clean walls and doors throughout facility.
- i. Attend to any janitorial duties as requested by staff.
- j. Day Porters must sign in and out each day at the front desk.

4-18. CRC SITE INFORMATION AND FACILITY DIAGRAM



**Centennial Recreation Center Room Information**

<b>Room Name</b>	<b>Size</b>	<b>Carpet</b>	<b>Concrete</b>	<b>Vinyl</b>	<b>Hardwood</b>	<b>Tile</b>	<b>Epoxy</b>	<b>Rub</b>
Sr. Ctr. Lobby/Reception/Hallways	1127	1127						
Sr. Coord. Office	132	132						
Activity Room 1	464	464						
Activity Room 2	308	308						
Computer Room	277	277						
Sr. Ctr. Restrooms	112					112		
West Wing Hallways	1280		1280					
West Wing Restrooms	500					500		
Multi-Purpose Room	1796			1796				
Kitchen	623						623	
Nutrition Office	124			124				
Teen Juice Bar Area	88			88				
Teen Center	1401			1401				
Teen Coord. Office	109	109						
Main Lobby	2100	518	1582					
Membership Office	102	102						
Vending Alcove	103		103					
Party Room	331		331					
Kid Zone Room	970			970				
Kid Zone Restrooms	96					96		
East Wing Hallway	2020		2020					
Main Reception/Hallway	456	456						
Assoc. Exec. Office	104	104						
MSA Office	106	106						
Staff Work Room	359			359				
Staff Cubicles	812	812						
Facility Manager's Office	131	131						
Staff Break Room	241			241				
Locker Room Hall	310					310		
Men's Locker Room/Restrooms	1173					1173		
Women's Locker Room/Restrooms	1211					1211		
Family Changing Room 1	132					132		
Family Changing Room 2	94					94		
Family Changing Room 3	94					94		
Aquatics Office	122					122		
Lifeguard Break Room	204						204	
Fitness Room	3001							3001
Health & Fitness Dir. Office	91	91						
Gymnasium	10684				10684			
Aerobics Room	1753				1753			
New Studio Room	2610				2610			
<b>Total for Rooms Needing Service</b>		<b>4737</b>	<b>5316</b>	<b>4979</b>	<b>15047</b>	<b>3844</b>	<b>827</b>	<b>3001</b>

<b>Restrooms</b>	<b>Basins</b>	<b>Toilets</b>	<b>Urinals</b>	<b>Showers</b>
Sr. Center – Men's	1	1		
Sr. Center - Women's	1	1		
West Wing – Men's	2	1	2	
West Wing - Women's	2	3		
Kid Zone - Boys		1		
Kid Zone - Girls		1		
Locker Room – Men's	4	3	4	7
Locker Room - Women's	4	7		7
Locker Room - Families	3	3		3

Basins in other Rooms	6			
<b>Totals</b>	<b>23</b>	<b>21</b>	<b>6</b>	<b>17</b>

**Facility #4: AQUATICS CENTER  
16200 Condit Road**

Complete janitorial services to be provided every day facility is open, including but not limited to the locations listed below. Note that the Aquatics Center operates year- round but has a very high use during the summer swim season when a significantly higher frequency of service will be required. Alternately, during the off season, some rooms, such as the party room, are rarely used.

**5-1. STAFF OFFICE AREAS/STAFF RESTROOMS - 3 days/week service (Tues., Thurs & Sat)**

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- e. Spot clean all carpets, as necessary.
- f. Clean all entry/exit door windows inside and out.
- g. Clean/disinfect door handles with approved cleaner.
- h. Spot clean walls and windows with approved cleaner.
- i. Dust, wipe down/disinfect or vacuum all furniture, cabinets, and countertops.
- j. Replace burnt out light bulbs, as necessary.
- k. Spot clean and remove any gum, residue or stains from all areas with approved methods
- l. Dust window blinds.
- m. Vacuum and spot clean all entry mats including floors underneath mats.
- n. Ensure all compost bins are emptied and placed in the green compost bins for pick up in the garbage enclosure.

**5-2. RETAIL AREA – Off Season: 3 days/week service (Tues., Thurs. & Sat) / Summer Season Daily**

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- d. Clean all entry/exit door windows inside and out.
- e. Clean/disinfect door handles with approved cleaner.
- f. Spot clean walls and windows with approved cleaner.
- g. Dust, wipe down/disinfect or vacuum all furniture, cabinets, and countertops.
- h. Spot clean and remove any gum, residue or stains from all areas with approved methods
- i. Clean cobwebs with extension pole
- j. Clean the glass of the display case inside and out.
- k. Ensure all compost bins are emptied and placed in the green compost bins for pick up in in the garbage enclosure
- k. Vacuum and spot clean all entry mats including flooring underneath mats.

**5-3. SMALL (TEAM) LOCKER ROOMS & FAMILY CHANGING ROOMS – 6 days/week service (M-Sat) / Summer Season Daily**

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Clean all mirrors and surrounding stainless steel/chrome with disinfectant.
- d. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.
- e. Clean/disinfect all toilets and urinals; damp dry all external surfaces; clean all stainless steel/chrome.
- f. Urinal cartridges need to be changed as needed when not draining properly.
- g. Clean/disinfect all counters, fixtures and dispensers.
- h. Clean/disinfect door handles with approved cleaner.
- i. Replenish all paper supplies and soap dispensers.
- j. Damp wipe/disinfect partitions (inside and out), doors, walls and tile.
- k. Sweep and then mop floors with disinfectant.
- l. Wipe and dry all benches.
- m. Wipe all lockers (front, top, inside and out) with a damp cloth and disinfectant. Remove any belongings left in lockers and place in Lost & Found bin in the Main Office.
- n. Remove all hair and debris from shower drains.
- o. Wash all shower walls and floors with shower foam disinfectant (approved by the City).
- p. Replace burnt out light bulbs, as necessary.
- q. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- r. Clean all showers, restroom walls and tile surfaces with approved cleaner.
- s. Pressure wash all epoxy floors.
- t. Ensure all compost bins are emptied and placed in the green compost bins for pick up in the garbage enclosure.

5-4. LARGE LOCKER ROOMS - 6 days/week service (M-Sat) / Summer Season Daily

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Clean all mirrors and surrounding stainless steel/chrome with disinfectant.
- d. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.
- e. Clean/disinfect all toilets and urinals; damp dry all external surfaces; clean all stainless steel/chrome.
- f. Urinal cartridges need to be changed as needed when not draining properly.
- g. Clean/disinfect all counters, fixtures and dispensers.
- h. Clean/disinfect door handles with approved cleaner.
- i. Replenish all paper supplies and soap dispensers.
- j. Damp wipe/disinfect partitions (inside and out), shower curtains, doors, walls and tile.
- k. Sweep and then mop floors with disinfectant.
- l. Wipe and dry all benches.
- m. Wipe all lockers (front, top, inside and out) with a damp cloth and disinfectant. Remove any belongings left in lockers and place in Lost & Found bin in the Main Office.
- n. Remove all hair and debris from shower drains.
- o. Wash all shower walls and floors with shower foam disinfectant (approved by the City).
- p. Replace burnt out light bulbs, as necessary.
- q. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- r. Pressure wash rubber mat in women's team locker room.
- s. Clean all showers, restroom walls and tile surfaces with approved cleaner.
- t. Pressure wash all epoxy floors.
- u. Ensure all compost bins are emptied and placed in the green compost bins for pick up in the

garbage enclosure.

5-5. EVENT ROOM/PARTY ROOM – 1x per month / Summer Season Daily

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpets
- d. Sweep and then mop floors.
- e. Clean/disinfect all counters, fixtures and sinks.
- f. Clean/disinfect door handles with approved cleaner.
- g. Wipe clean all tables and chairs
- h. Replenish all paper supplies and soap dispensers.
- i. Spot clean walls.
- j. Spot clean windows
- k. Replace burnt out light bulbs, as necessary.
- l. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- m. Ensure all compost bins are emptied and placed in the green compost bins for pick up in the garbage enclosure.
- n. Vacuum and spot clean all entry mats including floors underneath mats.

5-6. ENCLOSED OUTDOOR AREAS – Off Season: 1x per month on the 1<sup>st</sup> of the month; Summer Season: Daily

- a. Empty exterior trash cans, recycle, and compost receptacles as needed, replace with proper liners
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Pressure wash picnic area (tables & ground) and ground directly in front of the large locker rooms and sheltered picnic area.
- d. Wipe clean exterior showers, lockers and fountains.
- e. Ensure all compost bins are emptied and placed in the green compost bins for pick up in the garbage enclosure.

5-7. LIFEGUARD ROOM – 1 day a week (Mondays)

- a. Empty trash cans, recycle, and compost receptacles replace with proper plaster liners as needed.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains and odor free.
- c. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- d. Hose/mop restroom floors
- e. Clean all entry/exit door windows inside and out
- f. Clean/disinfect door handles with approved cleaner
- g. Clean all mirrors and surrounding stainless steel/chrome with disinfectant
- h. Wash out basin with approved cleanser, rinse and dry; damp dry basin traps
- i. Clean/disinfect all toilets, damp dry all external surfaces; clean all stainless steel/chrome
- j. Clean all counters, fixtures, and dispensers
- k. Check lights and report outages to the Maintenance Coordinator or designated representative same day

5-8. QUARTERLY SERVICES

- a. Clean event room mosquito screens

- b. Clean ventilation covers in team locker rooms, family changing rooms and locker rooms
- c. Scrub and degrease large locker room and family changing floors

5-9. SEMI-ANNUAL SERVICES

- a. Shampoo office carpets.
- b. Strip and wax floors in event room.
- c. Scrub and degrease Small Locker Room.
- d. Scrub and degrease Retail Area floors.
- e. Remove, dust, wash and replace all light fixtures.
- f. Clean all windows inside and out for the entire facility. (Includes high windows in the Retail Area, Coordinator's office, Ticket window).
- g. Dust/wipe all light fixtures throughout the facility

5-10. AQUATICS CENTER SUMMER SEASON SCHEDULE

The Aquatics Center operates year-round, and has very high use during the Summer Swim Season. The Summer Season generally starts the first weekend in June through the second week of August - 7 days per week. Then season is open weekends only through Labor Day.

Day Porter Service-Two (2) day porters, one male and one female will be needed Tuesday-Friday for (2) hours and Saturday-Sunday for four (4) hours from early June through Labor Day:

- a. Work to include cleaning and disinfecting all restrooms, restocking dispensers, emptying trash cans.
- b. Clean locker rooms
- c. Disinfect drinking fountains as needed
- d. Damp mop floors as needed
- e. Walk building for liter & debris, and outside entrances and parking lot
- f. Clean entrance doorways and glass as needed
- g. Spot clean walls and doors throughout facility
- h. Attend to any janitorial duties as requested by staff
- i. Day Porters must sign in and out each day at the front desk.

5-11. SWIM MEET PRE AND POST CLEANING

**(Bid Alternate #2) (One-time cost per swim meet)**

Swim meets will be scheduled well in advance with the Service Provider. Swim meets occur throughout the entire year and can start as early as Thursday afternoon. All swim meets end by Sunday afternoon. Additional pre and post cleanings will be needed prior to each swim meet as listed below.

Pre Swim Meet Cleaning (must be completed by the Wednesday prior to the swim meet)

- a. Cleaning of the Event Room (See Section 5-5)
- b. Emptying of all outside trash cans throughout the facility.

End of Swim Meet Cleaning (must be completed by the Sunday night at the end of the swim meet)

- a. Cleaning of the Event Room (See Section 5-5)
- b. Emptying of all outside trash cans throughout the facility.

5-12. SWIM MEET DAY PORTER SERVICES  
**(Bid Alternate #3) (Hourly rate)**

During the swim meets Day Porter services will be required. Days and times will be coordinated well in advance of the swim meet occurring. Throughout the swim meet, the Day Porters will restock and clean locker rooms/restrooms, empty trash throughout the facility and pick up litter throughout the facility.

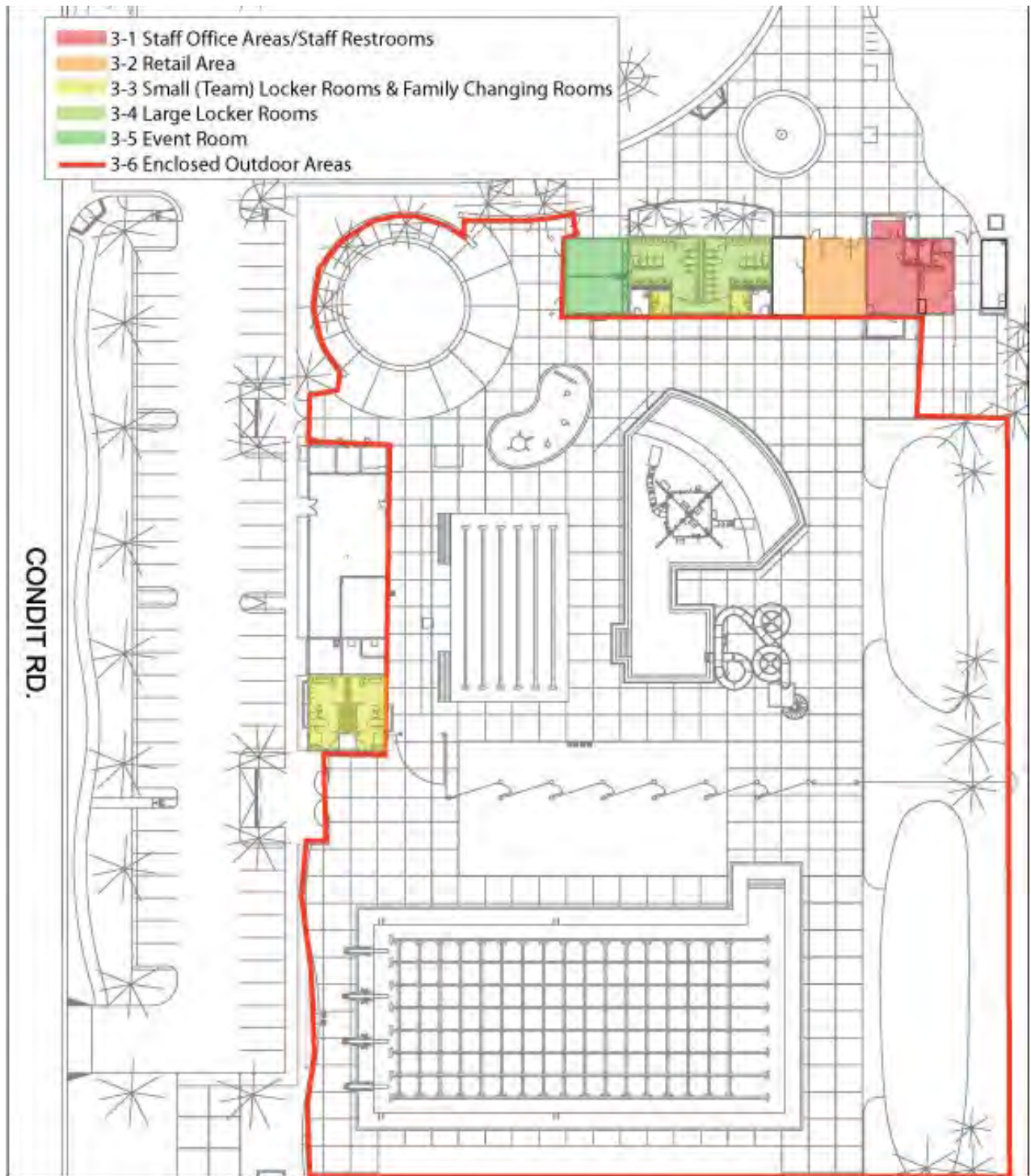
- a. Day Porter Service – Two (2) day porters, one male and one female will be needed during the specified times.
- b. Work to include: Clean and disinfect restrooms, restock dispensers, empty trash/recycle/compost containers.
- c. Clean locker rooms
- d. Disinfect drinking fountains as needed
- e. Damp mop floors as needed
- f. Walk building for litter & debris, outside entrances and parking lot
- g. Clean entrance doorways and glass as needed.
- h. Spot clean walls and doors throughout facility.
- i. Attend to any janitorial duties as assigned by staff.
- j. Day Porters must sign in and out each day at the front desk.

5-13. AQUATICS CENTER SITE INFORMATION AND FACILITY DIAGRAM

Room Information

Room Name	Size	Carpet	Concrete	Vinyl	Epoxy Resin
Event Room	550			550	
Retail Area	500		500		
Staff Area/Restrooms	694	400		294	
Family Changing Rooms	100				100
Small (Team) Locker Rooms/Restrooms	600				600
Large Locker Rooms/Restrooms	800				800
Total Rooms Needing Service	3244	400	500	844	1500

Restrooms	Basins	Toilet Bowls	Urinals	Showers
Staff Area/Staff Restrooms	3	2	0	1
Family Changing Rooms	2	2		2
Small (Team) Locker Rooms/Restrooms	8	8	4	2
Large Locker Rooms/Restrooms	10	12	5	8
Event Room	2	0	0	0
Totals	25	24	9	13



**Facility #5: CORPORATION YARD**  
**100 Edes Court**

All work will be scheduled in advance with City Staff:

6-1 QUARTERLY SERVICES

- a. Shampoo, with truck-mounted cleaning unit, carpeted areas four times annually as scheduled with City staff.

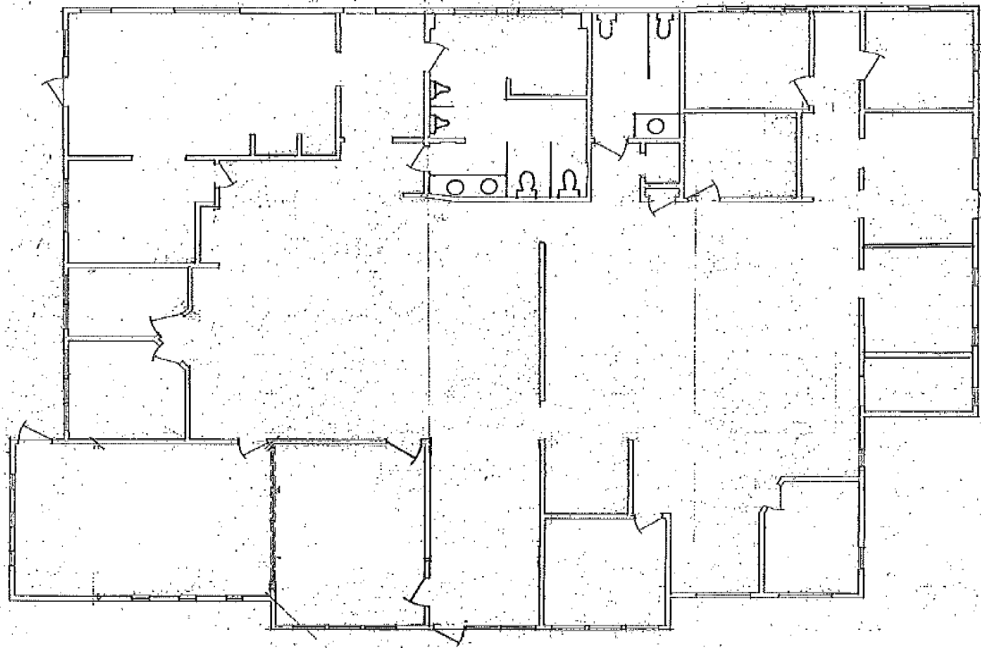
6-2 TRIANNUAL SERVICES

- a. Strip, wax and buff all vinyl floors per approved methods
- b. Clean all windows inside and out for the entire facility

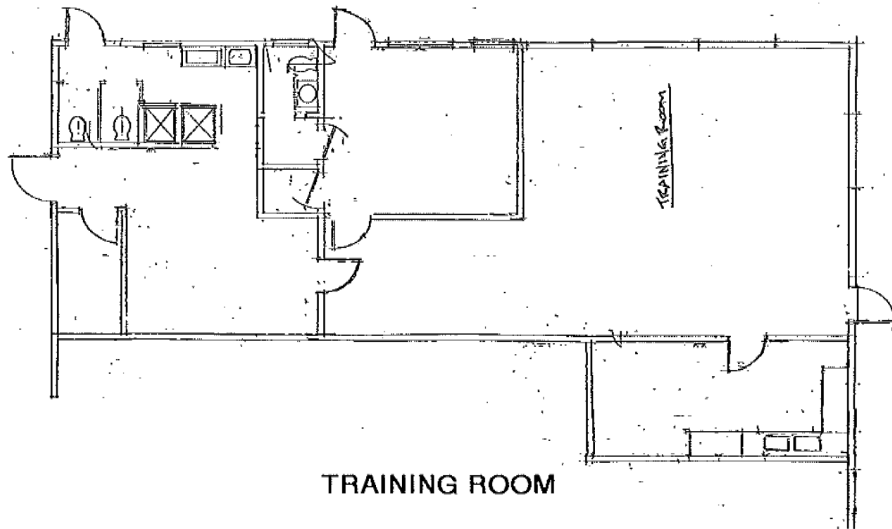
6-3 SEMI-ANNUAL SERVICES

- a. Remove all restroom floor drains, scrub clean and replace.

6-4 CORPORATION YARD – SITE INFORMATION AND FACILITY DIAGRAM



OFFICES



TRAINING ROOM

**PUBLIC WORKS CORPORATION YARD**

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**Facility #6: DOWNTOWN PARKING GARAGE**  
**50 East Third Street**

7-1 ANNUAL GARAGE CLEANING

- a. Pressure washing of stairwells and cleaning ceiling beams that collect dirt and dust.

**Facility #7: CITY HALL/DEVELOPMENT SERVICES CENTER (DSC) BUILDING**  
**17575 Peak Avenue**

8-1 ANNUAL SERVICES

- a. Truck mounted steam extraction of all carpeted areas.
- b. Strip, scrub and wax (5) coats on all vinyl floors, wipe clean baseboards
- c. Scrub, degrease and disinfect all tile and grout floors (restroom/lobby/hallway)

**Facility #8: POLICE DEPARTMENT**  
**16200 Vineyard Drive**

9.1 ALL RESTROOMS & LOCKER ROOMS – 5 days/week service

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Clean all mirrors and surrounding stainless steel/chrome with disinfectant.
- d. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.
- e. Clean/disinfect all toilets and urinals; damp dry all external surfaces; clean all stainless steel/chrome.
- f. Urinal cartridges need to be changed as needed when not draining properly.
- g. Clean/disinfect all counters, fixtures and dispensers.
- h. Clean/disinfect door handles with approved cleaner.
- i. Replenish all paper supplies and soap dispensers.
- j. Damp wipe/disinfect partitions (inside and out), shower curtains, doors, walls and tile.
- k. Sweep and then mop floors with disinfectant.
- l. Wipe and dry all benches.
- m. Wipe all lockers and benches (front, top, and outside) with damp cloth and disinfectant.
- n. Remove all hair and debris from shower drains.
- o. Wash all shower walls and floors with shower foam disinfectant (approved by the City).
- p. Replace burnt out light bulbs, as necessary.
- q. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- r. Vacuum all carpeted areas.

9-2. MAIN ENTRANCE/LOBBY AREA/ AND HALLWAYS (INCLUDING BACK HALLWAY BY LOCKER ROOMS/GYM) – 5 days/week service

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Dust mop floors and remove dirt from joints in concrete.
- d. Dust, wipe down or vacuum all furniture including tables and chairs, cabinets, and countertops.

- e. Clean all entry/exit door windows inside and out.
- f. Vacuum carpeted area of floor and entry mats.
- g. Spot clean all carpets as necessary with approved cleaner.
- h. Spot clean walls and windows with approved cleaner.
- i. Clean/disinfect door handles with approved cleaner.
- j. Clean/disinfect and wipe down all drinking fountains.
- k. Replace burnt out light bulbs as necessary (light bulbs on ceilings higher than 10 feet will be replaced by City staff).
- l. Spot clean and remove any gum, residue or stains from all areas with approved methods.

9-3. LUNCH/BREAK ROOMS – 5 days/week service

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle and compost receptacles inside and out, free of stains, and odor free.
- c. Sweep and then damp mop floors with approved cleaners.
- d. Dust, wipe down or vacuum all furniture, cabinets, and countertops.
- e. Clean all entry/exit door windows inside and out.
- f. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.
- g. Clean/disinfect all counters and appliances (stove top, oven front, refrigerators, etc.) with approved cleaners.
- h. Spot clean walls and windows under 10 feet with approved cleaner.
- i. Clean/disinfect door handles with approved cleaner.
- j. Replace burnt out light bulbs as necessary (light bulbs on ceilings higher than 10 feet will be replaced by City staff).
- k. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- l. Wipe down all tables and chairs in the room.

9-4. CONFERENCE ROOMS/INTERVIEW ROOMS/BRIEFING ROOM/REPORT WRITING ROOM (OPEN OFFICE ON MAP)/EOC/RECORDS/SPECIAL OPS/INFORMATION SERVICES AREA – 5 days/week service

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Spot clean all carpets as necessary with approved cleaner.
- e. Clean all entry/exit door windows inside and out.
- f. Clean/disinfect door handles with approved cleaner.
- g. Spot clean walls and windows with approved cleaner.
- h. Dust, wipe down or vacuum all furniture including tables and chairs, cabinets, and countertops.
- i. Replace burnt out light bulbs as necessary (light bulbs on ceilings higher than 10 feet will be replaced by City staff).
- j. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- k. Any papers left on tables will be left as found.

9-5. EVIDENCE PROCESSING/JAIL/BOOKING AND PROCESSING/LOUNGE/DISPATCH/COPY ROOM – 3 days/week

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.

- c. Vacuum all carpeted areas.
- d. Spot clean all carpets as necessary with approved cleaner.
- e. Clean all entry/exit door windows inside and out.
- f. Clean/disinfect door handles with approved cleaner.
- g. Spot clean walls and windows with approved cleaner.
- h. Dust, wipe down or vacuum all furniture including tables and chairs, cabinets, and countertops.
- i. Replace burnt out light bulbs as necessary (light bulbs on ceilings higher than 10 feet will be replaced by City staff).
- j. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- k. Any papers left on tables will be left as found.

9-6. STAFF OFFICE AREAS – Trash 5 days a week and rest of service 3 days/week

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas including under the desk.
- d. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- e. Spot clean all carpets.
- f. Clean all entry/exit door windows inside and out.
- g. Clean/disinfect door handles with approved cleaner.
- h. Spot clean walls and windows with approved cleaner.
- i. Dust, wipe down/disinfect or vacuum all furniture, cabinets, and countertops.
- j. Replace burnt out light bulbs, as necessary.
- k. Spot clean and remove any gum, residue or stains from all areas with approved methods

9-7. FITNESS ROOM – 1 days/week service

- a. Empty wastebaskets, recycle, and compost containers as needed; replace with proper plastic liners.
- b. Clean all trash, recycle, and compost receptacles inside and out, free of stains, and odor free.
- c. Dust mop floors including under equipment and then damp mop floor with approved cleaner.
- d. Dust, wipe down/disinfect or vacuum all furniture, cabinets, and countertops.
- e. Clean all entry/exit door windows inside and out.
- f. Spot clean walls, windows and mirrors with approved cleaner.
- g. Clean/disinfect door handles with approved cleaner.
- h. Clean and wipe down all drinking fountains
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods.

9-8. OUTSIDE TRASH AREA

- a. Blue recycling containers need to be put outside of the gate for Recology to pick up on Tuesday evening and brought back in after service on Wednesday
- b. Green compost containers need to be put outside of the gate for Recology to pick up on Saturday evening and brought back in after service on Monday

9-9. MISCELLANEOUS SERVICES TO BE PERFORMED AS NEEDED SO THAT AREAS ARE CLEAN AT THE START OF EACH DAY – 5 days per week service

- a. Janitorial supply rooms are to be kept clean and orderly at all times. Tools should be properly labeled and stored.
- b. Exterior trash receptacles and recycle containers emptied as needed; replace plastic liners. Clean receptacles.
- c. Collect cardboard, flatten and place in recycle bins.
- d. Scrub all tile floor areas using approved methods.
- e. Clean all ground level windows in Main Lobby inside and out.
- f. Dust and remove spider webs from the ceilings, windowsills, blinds, light fixtures, skylights, cabinets, crevices, counters, desks and open spaces up to 10 feet in height.
- g. Apply tile cleaner on all showers, restroom walls, and tile surfaces.
- h. Vacuum and spot clean all entry mats and clean floor below mats
- i. Vacuum all ground level vents and dust exterior of ceiling level vents.
- j. Wipe down all door hinges.
- k. Clean all ground level interior windowsills.
- l. Remove, clean and replace all light fixtures lower than 10 feet in height.
- m. Dust and/or wash interior walls (floor to ceiling or 10 ft.) removing dust and debris.
- n. Wipe down all tables and chairs in the room.
- o. No persons shall be admitted into the building by the janitors.
- p. All doors and main access points shall be locked during and after each service.
- q. Follow all MHPD security measures and protocols as directed.

9-10. ANNUAL SERVICES

- a. Truck mounted steam extraction of all carpeted areas.

ADDITIONAL SERVICES FOR ALL CITY FACILITIES

10-1 HOURLY ON-CALL CARPET CLEANING (BID ALTERNATE #4)

- a. Carpet cleaning

10-2 HOURLY ON-CALL JANITORIAL SERVICES (BID ALTERNATE #5)

- a. On-Call Janitorial Services to include, but not be limited to cleaning City facilities outside of prescheduled dates and times. Specific gender personnel might also be required to clean restrooms during operational hours.

## **EXHIBIT B SCHEDULE OF COMPENSATION RATES**

Please see attached Schedule of Compensation Rates.

The rate schedule is composed of two parts: a base bid for regular services and bid alternates for services that will be performed only when requested and approved by City. City reserves the right to reduce or add services upon thirty (30) days' notice to Service Provider.

### **PAYMENT PROVISIONS**

As described on the Scope of Services (EXHIBIT A), this Agreement is outcome-based, with an inspection, rating and problem resolution process. Both Service Provider and City shall perform inspections as described in the Scope of Services. Service Provider shall operate and maintain an e-mail address at which the City may send inspection reports largely consisting of photos taken of areas that the Service Provider maintains. The email address must have sufficient capacity to accept numerous inspection reports from the CITY without delay or rejection.

The Service Provider will be paid for work rated as "meets standards". Service Provider will not be paid for work rated as "below standard" until conditions improve and rate as "meet standards" if the below standard work is attributed to neglect on the part of the Service Provider. If an area does not meet City standards, it will be considered "below standard". Service Provider will not be paid additional amounts for remedial work required to improve "below standard" areas if the below standard work is attributed to neglect on the part of the Service Provider. City staff will work closely with Service Provider's representatives to achieve the results described in the standards and inspection criteria. However, responsibility for meeting standards rests with the Service Provider.

The Service Provider shall be responsible for janitorial services per the maintenance standards as described in this Agreement. The cost of maintaining the areas shall be included in the base bid unless otherwise called out as "extra work" in the scope of services.

During the first three (3) months of the Agreement, the Service Provider will receive one hundred percent (100%) of the monthly Agreement payment. During this period, Service Provider will inspect the sites at least monthly and will discuss inspections with City. This process and time frame will allow the Service Provider time to become familiar with the individual locations. Following this period, the Service Provider shall perform quality assurance inspections at a minimum of every month, or more frequently if deemed necessary by the Service Provider.

The Service Provider will provide electronic versions of the monthly inspections to the City by the 10th of the following month as to each site's compliance with City standards. An action plan with deadlines must be provided to City staff to indicate when corrections will be made if an area is deemed "below standard". Failure to turn in inspections by the deadline will result in a monthly payment being withheld until inspections are turned in, and one hundred dollars (\$100) deduction from their monthly payment.

There will be a financial impact to the Service Provider if any scheduled use, (including, but not limited to, special events or recreation programs) of City facilities are impacted by neglect on the Service Provider's part. Any costs associated with re-scheduling the event/activity/program may be the responsibility of the Service Provider for staffing and costs, including, but not limited to lost revenue, staff salaries and alternate Service Provider costs, etc.

City staff will perform inspections on a regular basis, which will be e-mailed to the Service Provider. The first time a site fails to meet City Standards per the inspections, the Service Provider will have one (1) week to bring the site back into compliance. If the same site is not in compliance for the same standard at any time after the first warning, no warning will be given, and penalties will be incurred. If a site is not brought back into compliance within the allotted timeframe the following penalties will occur:

1. **First Penalty:** Service Provider to receive warning.
2. **Second Penalty:** At the same site within twelve (12) months of the First Penalty Assessment, the Service Provider will be assessed a \$25 monthly deduction per deficiency.
3. **Third Penalty:** At the same site within (12) months of the First Penalty Assessment, the Service Provider will be assessed a \$75 monthly deduction per deficiency.

The parties will observe the following progressive problem resolution process:

1. **Written notice of the problem.**
2. **Field conference with City inspector and Service Provider's field representative to identify problems and agree on solutions as presented by Service Provider.**
3. **Conference between City's representative and Service Provider's principal.**
4. **Imposition of penalties and/or correcting defect at Service Provider's cost.**
5. **Termination of Agreement.**

**1-9. SERVICES NOT PERFORMED** The City reserves the right to back charge the Service Provider for services not performed. If services are not performed as per the Agreement or schedule submitted, after 5-day notice to Service Provider of failure to perform, the City may then contract out the service and back charge the Service Provider cost plus 15%.

**1-10. MATERIALS AND EQUIPMENT** The Service Provider shall, at all times, furnish and maintain equipment necessary to perform work under this Agreement. If equipment breaks down, the Service Provider is responsible to complete the work within 24 hours. If the Service Provider is unable to complete the work within that time period, the City may deduct the applicable portions, pro rata, from the payment to the Service Provider.

The City will provide all light bulbs, toilet tissue, hand towels, paper seat covers, liquid soap for dispensers, and plastic trash can liners. Supplies will be inventoried and provided on a weekly basis to assigned custodial storage area.

The custodial Service Provider is to supply all cleansers, disinfectants, solvents, waxes, cleaning tools, equipment and any additional supplies that may be necessary for Service Provider to perform to Agreement specifications. In some cases, the City may require specific products to be used. The Recreation Manager or designee shall approve all cleaning products and solutions in advance of their use.

**Exhibit B- Schedule of Compensation  
US Metro Group, Inc.  
Janitorial Services**

#	Facility	Annual Amt	Contract Amount for Two Years
1	<b>Facility #1: Community and Cultural Center:</b> Section 2-1 thru Section 2-13; Section 2-15	<b>75,788.90</b>	<b>151,577.80</b>
2	<b>Facility #2: Council Chamber Building:</b> Section 3-1 (Semi-Annual cleaning only two (2) times per year)	<b>4,646.78</b>	<b>9,293.56</b>
3	<b>Facility #3: Centennial Rec Center:</b> Section 4-1 thru Section 4-18	<b>126,252.17</b>	<b>252,504.34</b>
4	<b>Facility #4: Aquatics Center:</b> Section 5-1 thru Section 5-9, Section 5-13	<b>29,327.02</b>	<b>58,654.04</b>
5	<b>Facility #4: Aquatics Center: Summer Season Schedule</b> Section 5-10 and Section 5-13	<b>29,824.40</b>	<b>59,648.80</b>
6	<b>Facility #5: City Corporation Yard:</b> Section 6-1 thru Section 6-4	<b>4,840.40</b>	<b>9,680.80</b>
7	<b>Facility #6: Downtown Parking Garage</b> Section 7-1	<b>10,466.61</b>	<b>20,933.22</b>
8	<b>Facility #7: City Hall/Development Services Center (DSC):</b> Section 8-1	<b>4,894.18</b>	<b>9,788.36</b>
9	<b>Facility#8: Police Dept.:</b> Section 9-1 thru Section 9-10	<b>63,588.03</b>	<b>127,176.06</b>
	<b>Facilities Janitorial Services Total</b>	<b>349,628.49</b>	<b>699,256.98</b>
	<b>Extra Services @ \$57,500 per year</b>		<b>115,000.00</b>
	<b>TOTAL CONTRACT AMOUNT FOR JAN 1, 2026 to DEC . 31, 2027</b>		<b>814,256.98</b>
	<b>Janitorial Extra Services</b>		
1	<b>CCC Playhouse: Before &amp; After Performance Cleaning (Section 2-14)</b>	<b>\$317.40</b>	Cost per cleaning
2	<b>Aquatics Center: Swim Meet Pre and Post Cleaning (Section 5-11)</b>	<b>239.20</b>	Cost per swim meet
3	<b>Aquatics Center: Swim Meet Day Porter (Section 5-12)</b>	<b>29.90</b>	per hour
4	<b>On-Call Carpet Cleaning (Section 10-1)</b>	<b>138.00</b>	per hour
5	<b>On-Call Janitorial Services (Section 10-2)</b>	<b>36.80</b>	per hour

**EXHIBIT C  
SCHEDULE OF PERFORMANCE**

**Work shall be performed by SERVICE PROVIDER at the frequency and at the times specified in the Scope of Services (EXHIBIT A) for each facility. All work designated as on-call, annual, semi-annual and quarterly shall be scheduled and performed as directed by City staff.**



## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: December 3, 2025**

PREPARED BY:

Cynthia Iwanaga, Management Analyst

APPROVED BY: City Manager

### **AWARD SERVICE AGREEMENT FOR MATS, LINENS, AND TOWELS SERVICE TO PRUDENTIAL OVERALL SUPPLY IN THE AMOUNT OF \$86,000 FOR THE INITIAL TWO-YEAR TERM**

#### **RECOMMENDATION(S)**

1. Award a service agreement to Prudential Overall Supply in the amount of \$86,000 for a two-year term; and
2. Authorize the City Manager to extend the service agreement up to an additional three years for a total term of five years; and
3. Authorize the City Manager to execute and administer the agreement and amendments.

#### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

##### **City Council Ongoing Priorities**

Enhancing Public Safety

##### **2024-2025 Strategic Priorities**

Fiscal Sustainability

#### **REPORT NARRATIVE:**

The purpose of this item is to provide the City Council with the opportunity to consider awarding a service agreement for mats, linens, and towels to Prudential Overall Supply in the amount of \$86,000 (\$43,000 per year) for the initial two-year term.

The City currently contracts with two separate service providers for mats, linens, and towels. The first agreement with Unifirst Corporation services the Community and Cultural Center, Centennial Recreation Center, and Corporation Yard. The second agreement, with Mission Linen and Supply, services the Police Department. Both agreements expire on December 31, 2025. The new agreement with Prudential Overall Supply will cover the four City facilities under a single agreement. The proposed agreement will have an initial two-year term from January 1, 2026 to December 31, 2027, with authorization for the City Manager to execute three consecutive one-year extensions.

Proposals for the new mats, linens, and towels agreement were solicited in October 2025. The City advertised the Request for Proposals (RFP) in the Morgan Hill Times on October 10, 2025. On October 13, 2025, the RFP was released on the City website and distributed via Public Purchase Online Service, the County of Santa Clara Builders Exchange, Bay Area Builders Exchange, Central Coast Builders, and Dodge & Data Analytics. The non-mandatory pre-proposal meeting and facility walk was held on October 21, 2025, and one service provider attended. On November 3, 2025, three proposals were received:

1. Mission Linen and Supply
2. Prudential Overall Supply
3. Unifirst Corporation

One proposal, Unifirst Corporation, was incomplete. The remaining two proposals were evaluated using a "Best Value" methodology, in which service providers meeting the minimum of 30 out of 40 points in the Experience, Qualifications, Quality Control, and Problem Solving narrative were then scored based on their cost proposals. Prudential Overall Supply was the only proposal to score a minimum 30 points on the narrative to advance to the cost proposal scoring. Prudential Overall Supply's final score was 94 out of 100 points. (Please see Attachment 1)

City staff recommends awarding the mats, linens, and towels service agreement to Prudential Overall Supply in the amount of \$86,000.

The RFP document can be viewed via this [link](#).

Addendum #1 can be viewed via this [link](#).

**COMMUNITY ENGAGEMENT:**

Not Applicable

Mats, linen, and towel services are a regular and expected City service, so no prior efforts were made to inform the community about this proposed service agreement.

**ALTERNATIVE ACTIONS:**

The City Council could decide not to approve the service agreement, and direct staff to re-bid the service.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

The City Council has not previously taken action on this item.

**FISCAL AND RESOURCE IMPACT:**

The service agreement is budgeted in each facility's maintenance budget (Fund 010 - General Fund or Fund 740 - Building Maintenance).

**CEQA (California Environmental Quality Act):**

## Categorical Exemption

The activities described in this Staff Report are categorically exempt under CEQA, specifically pursuant to Section 15301 of the CEQA Guidelines (Existing Facilities), as the subject work involves the repair, maintenance or minor alteration of existing City facilities involving negligible or no expansion of use of those facilities.

City of Morgan Hill

2025 Mats, Linens and Towels Scoring Matrix

Item	NARRATIVE SCORING			NARRATIVE SCORING		
				Points Available	Mission Linen*	Prudential
Previous Experience				15.0	5.0	13.0
Work Quality				10.0	3.0	8.5
Quality Control				5.0	1.0	4.0
Problem Solving				10.0	1.5	8.5
<b>SUBTOTAL- NARRATIVE POINTS</b>				<b>40.0</b>	<b>10.5</b>	<b>34.0</b>

\*Mission Linen didn't score minimum 30 points

Item	BID PRICING			BID PRICING SCORING		
	Price from Lowest Bidder	Mission Linen*	Prudential	Points Available	Mission Linen*	Prudential
<i>Weekly Service</i>						
Item #1: 3' X 4' Mat	1.80		1.80	2.0		2.0
Item #2: 3' X 10' Mat	3.60		3.60	4.0		4.0
Item #3: 4' X 6' Mat	2.88		2.88	5.0		5.0
Item #4: 4' X 6' City Logo Mat	4.88		4.88	3.0		3.0
Item #5: 4' X 6' CRC Logo Mat	4.88		4.88	3.0		3.0
Item #6: 3' X 5' Mat	1.80		1.80	2.0		2.0
Item #7: 3' X 5' Mat-Scraper	1.50		1.50	2.0		2.0
Item #8: 4' X 6' Mat-Scraper	2.50		2.50	2.0		2.0
Item #9: 40" x 80" Mat	2.75		2.75	2.0		2.0
Item #10: Large Wet Mop	1.25		1.25	1.0		1.0
Item #11: Large Dust Mop	1.25		1.25	1.0		1.0
Item #12: 15" x 15" Bath Towel	1.25		1.25	1.0		1.0
Item #13: Bar-Mop Towel: Bag of 75 towels	9.00		9.00	1.0		1.0
Item #14: Dish Towel: Bag of 75 towels	11.25		11.25	1.0		1.0
<i>Bi-Weekly Service</i>						
Item #1: 3' X 4' Mat	2.07		2.07	2.0		2.0
Item #2: 3' X 10' Mat	4.14		4.14	4.0		4.0
Item #3: 4' X 6' Mat	3.31		3.31	5.0		5.0
Item #4: 4' X 6' City Logo Mat	5.61		5.61	3.0		3.0
Item #5: 4' X 6' CRC Logo Mat	5.61		5.61	3.0		3.0
Item #6: 3' X 5' Mat	2.07		2.07	2.0		2.0
Item #7: 3' X 5' Mat-Scraper	1.44		1.44	2.0		2.0
Item #8: 4' X 6' Mat-Scraper	2.88		2.88	2.0		2.0
Item #9: 40" x 80" Mat	3.16		3.16	2.0		2.0
Item #10: Large Wet Mop	1.44		1.44	1.0		1.0
Item #11: Large Dust Mop	1.44		1.44	1.0		1.0
Item #12: Bath Towels-15" X 25"	1.44		1.44	1.0		1.0
Item #13: Bar-Mop Towel: Bag of 75 towels	10.50		10.50	1.0		1.0
Item #14: Dish Towel: Bag of 75 towels	11.25		11.25	1.0		1.0
<b>SUBTOTAL-PRICING POINTS</b>				<b>60.0</b>	<b>-</b>	<b>60.0</b>
<b>GRAND TOTAL</b>				<b>100.0</b>		<b>94.0</b>

**SERVICE AGREEMENT**  
**Prudential Overall Supply**

**THIS AGREEMENT** is entered into and becomes effective on \_\_\_\_\_ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Prudential Overall Supply, a California corporation ("SERVICE PROVIDER") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until December 31, 2027 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement provided the compensation does not exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by SERVICE PROVIDER shall be mats, linen and towels service as further described in **Exhibit A**.
4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:
  - 4.1. **Amount.** \$86,000.00. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed Eighty-Six Thousand dollars and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to SERVICE PROVIDER during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for each subsequent extended term exceed 105% of the maximum compensation allowed to be paid to SERVICE PROVIDER for one year of service during the immediately preceding prior year of service.
  - 4.2. **Billing.** SERVICE PROVIDER shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by SERVICE PROVIDER on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 14 Notices. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY'S judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

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

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

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

7. **Hazardous Materials.** Without limiting any other requirement or obligation of SERVICE PROVIDER under this Agreement, if SERVICE PROVIDER needs to use any material or chemical considered to be a hazardous material under any federal, state or local law, regulation or policy, SERVICE PROVIDER agrees to fully and timely abide by and comply with all laws, regulations and policies pertaining to the use, transport, removal, handling, disposal or other activity related to any and all such materials or chemicals. Prior to commencement of work or services under this Agreement, SERVICE PROVIDER shall provide CITY with a complete list of the hazardous materials SERVICE PROVIDER reasonably anticipates it may need to use to provide the services of SERVICE PROVIDER under this Agreement, together with the reasonably anticipated quantities thereof, if requested by CITY.

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

8.1. **Insurance Types and Amounts.**

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

PROVIDER maintains a claims-made policy, SERVICE PROVIDER shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.

8.1.5.2. If the performance of SERVICE PROVIDER's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), SERVICE PROVIDER shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

8.1.7. Crime/Fidelity Bond. If the performance of SERVICE PROVIDER'S work or service under this Agreement relates to or involves handling of CITY monies, SERVICE PROVIDER shall procure and maintain Crime insurance, in the minimum amount of: (i) three hundred thousand dollars (\$300,000.00) per occurrence, covering all SERVICE PROVIDER'S officers and employees, for loss of CITY monies caused by dishonesty and/or theft.

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

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

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

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

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

8.2.2. Workers Compensation.

If the performance of SERVICE PROVIDER'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, SERVICE PROVIDER'S presence during site visits

and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

- 8.3. **Qualification of Insurers.** All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.
- 8.4. **Certificates.** SERVICE PROVIDER shall furnish CITY with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, SERVICE PROVIDER shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to SERVICE PROVIDER'S agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 8. Certificates, including renewal certificates, may be mailed electronically to [riskmgmt@morganhill.ca.gov](mailto:riskmgmt@morganhill.ca.gov) or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

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

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

10. **Compliance with Law.**

- 10.1. SERVICE PROVIDER and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. SERVICE PROVIDER and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon any basis prohibited by state or federal law, including but not limited to, race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.
- 10.2. Compliance with Wage and Hour Laws: SERVICE PROVIDER, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against SERVICE PROVIDER and/or its subcontractors: BY SIGNING THIS AGREEMENT, SERVICE PROVIDER AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT SERVICE PROVIDER OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. SERVICE PROVIDER FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or SERVICE PROVIDER learns of such a judgment, decision, or order that was not previously disclosed, SERVICE PROVIDER shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. SERVICE PROVIDER and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. CITY reserves the right to require SERVICE PROVIDER to enter into an agreement with CITY regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, CITY reserves the right to withhold payment to SERVICE PROVIDER until such judgment, decision or order has been satisfied in full.

Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

11. **Independent Contractor**. SERVICE PROVIDER is an independent contractor and not an agent or employee of CITY.

12. **Confidentiality**. All data, documents, or other information received by SERVICE PROVIDER from CITY or prepared in connection with SERVICE PROVIDER'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by SERVICE PROVIDER without prior written consent by CITY.

13. **Conflict of Interest and Reporting**. SERVICE PROVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement including, without limitation, complying with California Government Code section 1090 *et seq.*, the California Political Reform Act (California Government Code section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission

concerning disclosure and disqualification (2 California Code of Regulations section 18700 *et seq.*). SERVICE PROVIDER will further comply, and will ensure that its agents and its subcontractors comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1–18438.8).

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

Address of SERVICE PROVIDER is as follows:

Prudential Overall Supply  
1429 N. Milpitas Blvd  
Milpitas, CA 95035

Address of CITY is as follows:

Keri Russell, Maint Mgr City of Morgan Hill 100 Edes St. Morgan Hill, CA 95037	with a copy to: City Clerk City of Morgan Hill 17575 Peak Avenue Morgan Hill, CA 95037
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15. **Licenses, Permits and Fees.** SERVICE PROVIDER shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.

16. **Service Provider's Proposal.** If applicable, this Agreement shall include SERVICE PROVIDER'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

17. **Maintenance of Records.**

17.1. **Maintenance.** SERVICE PROVIDER shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. SERVICE PROVIDER shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then SERVICE PROVIDER shall retain said records until such action is resolved.

17.2. **Access to and Audit of Records.** CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of SERVICE PROVIDER and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of CITY or as part of any audit of CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

17.3. **Ownership of Work Product.** All documents or other information developed or received by SERVICE PROVIDER for work performed under this Agreement shall be the property of CITY.

SERVICE PROVIDER shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

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

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

20. **No Assignment.** Neither this Agreement nor any portion shall be assigned by SERVICE PROVIDER, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY'S option, shall terminate this Agreement effective as of the date of such attempted assignment.

21. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

22. **Defense and Indemnification.**

22.1. **Defense and Indemnification.** SERVICE PROVIDER shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by SERVICE PROVIDER, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

22.2. **Exceptions.** SERVICE PROVIDER is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of CITY.

22.3. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by SERVICE PROVIDER.

22.4. **Right to Offset.** CITY shall have the right to offset against any compensation due SERVICE PROVIDER under this Agreement any amount due CITY from SERVICE PROVIDER as a result of SERVICE PROVIDER'S failure to pay CITY promptly any indemnification arising under this Section (22) and any amount due CITY from SERVICE PROVIDER arising from SERVICE PROVIDER'S failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

22.5. **Interpretation.** This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of SERVICE PROVIDER to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

23. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by CITY and SERVICE PROVIDER. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

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

25. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

26. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

27. **Binding Agreement.** Notwithstanding the provisions of Section 20 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of SERVICE PROVIDER in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

28. **Notice Of Security and/or Privacy Incident.** If SERVICE PROVIDER, or its subcontractor, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to CITY PII, PHI and/or PCI, SERVICE PROVIDER shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery or notification of the incident or potential breach, notify CITY of such incident or potential breach. SERVICE PROVIDER shall, upon CITY's request, investigate such incident or potential breach, inform the CITY of the results of any such investigation, and assist the CITY in maintaining the confidentiality of such information. In addition to the foregoing, SERVICE PROVIDER shall provide CITY with any assistance necessary to comply with any state and/or federal laws requiring the provision of notice of any privacy incident or security breach with respect to any CITY PII, PHI and/or PCI to the affected or impacted individuals and/or organizations, in addition to any notification to applicable state and federal agencies. SERVICE PROVIDER agrees that it shall reimburse CITY for all expenses, costs, attorneys' fees, and resulting fines, penalties, and damages associated with such incident, breach, investigation and/or notification.

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

30. **Counterpart Signatures.** This Agreement may be signed in multiple counterparts, which shall, when executed by all Parties, constitute a single binding agreement.

*[Signatures on Next Page]*

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

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

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

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

ATTEST:

CITY OF MORGAN HILL

\_\_\_\_\_  
City Clerk/Deputy City Clerk

\_\_\_\_\_  
City Manager

Michelle Bigelow  
\_\_\_\_\_  
Print Name

Christina J. Turner  
\_\_\_\_\_  
Print Name


Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Donald A. Larkin

PRUDENTIAL OVERALL SUPPLY

\_\_\_\_\_  
City Attorney

By: 


\_\_\_\_\_  
Print Name

Chris Welch, President

Print Name and Title of Signer.  
If Corporate: Chairman, President or Vice President

Date: \_\_\_\_\_

Date: 11/14/2025

By: 

Michelle Putnam, Secretary

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

Date: 11/14/2025

**EXHIBIT A  
SCOPE OF SERVICES**

**PLEASE SEE ATTACHED**

**EXHIBIT A**  
**Scope of Work and Special Provisions**

**MAT, LINEN AND TOWEL SERVICE FOR CITY FACILITIES**

Service Provider to provide floor mat, linen and towel rental services for various city facilities including, but not limited to the Centennial Recreation Center (CRC), Community and Cultural Center (CCC), Morgan Hill Police Department and the City Corporation Yard. The services to be provided will include any and all materials, labor, and equipment necessary for fulfilling all the requirements of the services being requested.

**General Specifications:**

**1. Services-**The Service Provider shall have complete responsibility for providing all labor and materials for delivery, placement, removal, pick-up and cleaning services at all buildings. The City will not pay separate delivery charges. The City will not be responsible for rolling up mats in preparation for pickup. The Service Provider shall have complete responsibility for properly cleaning and maintaining the mats to the level desired by the City. Tears, rips, stains, odors, frays or other unsightly characteristics will not be acceptable. If mats become worn they shall be replaced with new or like new mats at no cost to the City.

**2. Locations for service include, but are not limited to:**

<b>Location/City Facility</b>	<b>Address</b>	<b>Service</b>	<b>Frequency</b>
<b>Centennial Recreation Center</b>	171 W. Edmundson Ave	Mats	Weekly
<b>Community and Cultural Center</b>	17000 Monterey Road	Mats Dish Towels Bar-Mop Towels Large mops	Biweekly*
<b>Morgan Hill Police Department</b>	16200 Vineyard Boulevard	Mats Blankets (bath size) Towels Dust Mops	Biweekly*
<b>Corporation Yard</b>	100 Edes Court	Mats	Weekly

\*Biweekly means every other week

- 3. Frequency of service will vary by location and will be either weekly or biweekly (every other week).** See above chart for frequency by facility.
- 4. Colors:** The City will choose from standard colors. The Service Provider must have a variety of colors to choose from including navy, black and gray.
- 5. Mat sizes** include, but are not limited to 3'X4', 3'x5', 3'X10', 4'X6'and 40" X 80".
- 6. Bath Blankets:** Service Provider shall provide laundered blankets in new condition.
- 7. Mats are to be new upon implementation of the contract.**
- 8. Description of Mats:** Standard black rubber border, commercial grade, indoor/outdoor slip & stain resistant, antistatic, non-flammable, non-woven, nitrile base backing. City logo only on specific mats.
- 9. Towels:** Bags of Dish Towels, Bar-Mop Towels, and Bath Towels.
- 10. Mops:** Large Wet Mop and Large Dust Mop
- 11. No Fuel Surcharges will be accepted.**

**\*FOR INFORMATIONAL PURPOSES ONLY\***

**List of Current Mats, Linen and Towel Services at City Facilities**

Quantities are for informational purposes and may not be final quantities. Final quantities and frequency of services will be determined by facility walk throughs with City staff after the low bidder is chosen based upon the per unit pricing bid schedule.

Items	Corporation Yard	Centennial Recreation Center	Police Dept.	Community and Cultural Center	TOTALS
3'x4' Mat			20		20
3'x10' Mat	10	1	2		13
4'x6' Mat	10	6	5	6	27
4'x6' City Logo Mat	1			1	2
4'x6' Centennial Rec Center Logo Mat		4			4
3'x5' Mat	8	3			11
Scraper Mat 3'x5'	4				4
Scraper Mat 4'x6'		1	4		5
40"x80" Mat			3		3
Blankets - Bath			14		14
Bath Towels			60		60
Bar-Mop Towel Bags				75	75
Dish Towel Bags				75	75
Large Wet Mop				1	1
Large Dust Mop			4		4

**\*Quantities and items are subject to change and based on facility need.**

**EXHIBIT B  
SCHEDULE OF COMPENSATION RATES**

**Please see attached.**

**Exhibit B-Schedule of Compensation**  
**2025 Mats, Linens and Towels Service**

The initial annual amount is \$43,000 per year, and \$86,000 for the initial two-year term.

#	Item	Price per Item	
		Weekly Service	Bi-Weekly Service
1	3' X 4' Mat	1.80	2.07
2	3' X 10' Mat	3.60	4.14
3	4' X 6' Mat	2.88	3.31
4	4' X 6' City Logo Mat	4.88	5.61
5	4' X 6' CRC Logo Mat	4.88	5.61
6	3' X 5' Mat	1.80	2.07
7	3' X 5' Mat-Scraper	1.50	1.44
8	4' X 6' Mat-Scraper	2.50	2.88
9	40" x 80" Mat	2.75	3.16
10	Large Wet Mop	1.25	1.44
11	Large Dust Mop	1.25	1.44
12	15" x 15" Bath Towel	1.25	1.44
13	Bar-Mop Towel: Bag of 75 towels	.12 cents X 75= \$9.00	.14 cents X 75= \$10.50
14	Dish Towel: Bag of 75 towels	.15 cents X 75= \$11.25	.15 cents X 75= \$11.25
		Weekly Service	Bi-Weekly Service
1	Thermal Blankets - Bath Size @ aprox. 66" X 90"	1.25	1.44

**EXHIBIT C  
SCHEDULE OF PERFORMANCE**

**The frequency of service will vary by location, and will be either weekly or bi-weekly (every two weeks). After the initial level of service for each facility is determined, the Maintenance Manager, Maintenance Coordinator or their designee will increase or decrease services at each facility within their division or facility budget limits.**

## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: December 3, 2025**

**PREPARED BY:**

Matt Mahood, Economic Development Director

**APPROVED BY:** City Manager

## **RECEIVE REPORT REGARDING REGULATION OF STREET AND MOBILE VENDORS**

### **RECOMMENDATION(S)**

Receive City staff report and provide policy direction.

### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

#### **City Council Ongoing Priorities**

Enhancing Public Safety

Preserving and Cultivating Public Trust

Enhancing Diversity and Inclusiveness

#### **2024-2025 Strategic Priorities**

Economic Development and Tourism

#### **Guiding Documents**

Economic Blueprint

Morgan Hill 2035 General Plan

2024 ELEVATE Morgan Hill

### **REPORT NARRATIVE:**

#### **Background**

On September 3, 2025, the City Council approved Mayor Turner's request for City staff to return with a future agenda item to discuss whether there are certain permissible regulations that should be considered and enforced in regard to street and mobile vendors.

#### **Street and Mobile Vending**

Street and mobile vendors sell goods or services in a public space, such as a street, sidewalk, or park, typically from a temporary or easily movable structure. They may also operate on private property with the permission of the property owner. They operate outdoors and their set-up is usually temporary in the form of a food cart or food truck or portable stands or tables. Street vendors provide a wide range of products and services, including prepared food items such as tamales, cut fruit, and ice cream, as well as flowers, retail goods, and even services like haircuts or dog grooming. Street vendors require a City business license, a State of California Sellers Permit and, in the case of food vending, a County of Santa Clara Health Permit.

#### **Local and State Regulations**

Street vending activities in Morgan Hill are regulated under existing Municipal Code provisions,

including those related to business, health, safety, and anti-littering regulations. The City enforces the Municipal Code by ensuring street vendors have a City business license, a State of California Sellers Permit and, in the case of food vending, a County of Santa Clara Health Permit.

Recent changes in state law have significantly limited how cities may regulate sidewalk and mobile vending in California. Below are three pieces of legislation that regulate street and mobile vending:

**Senate Bill 946** (Safe Sidewalk Vending Act, 2018) decriminalized sidewalk vending statewide, prohibiting cities from imposing criminal penalties and limiting enforcement to administrative actions. Local regulations must be based solely on objective health, safety, or welfare concerns and cannot be motivated by economic competition or community opposition. While cities may require permits and establish reasonable operating restrictions in specific areas, they may not create prohibitive barriers that effectively prevent vending.

**Senate Bill 972** (Compact Mobile Food Operations, 2022) modernized the California Retail Food Code by creating a new category for small-scale food vendors, referred to as *Compact Mobile Food Operations (CMFOs)*. This legislation established scalable equipment and sanitation requirements, thereby reducing compliance costs and making lawful operation more attainable for microentrepreneurs and low-capital vendors.

**Senate Bill 635** (Food Vendors and Facilities, 2025) further strengthened vendor privacy protections and placed additional restrictions on local enforcement practices. The legislation prohibits cities from collecting or sharing personal or immigration-related data, requires the destruction of such data by 2026, and reinforces that all enforcement actions must remain administrative, nondiscriminatory, and focused on public health and safety concerns.

### **Other Cities' Approaches**

Research on street and mobile vending regulation indicates that few cities have adopted dedicated ordinances or created formal vendor permitting programs. Those jurisdictions that have enacted common regulatory elements include: a local permit process, defined limits on where and how vending may occur, clear enforcement mechanisms, and a focus on prioritizing safety, Americans with Disabilities Act (ADA) accessibility, and restricting sensitive locations. Examples are cited below and in Attachment A.

**Fairfield** recently introduced proposed Ordinance 2025-09, establishing a formal mobile food vending program regulating operations on both public and private property. The ordinance requires vendors to obtain a City-issued license in addition to County health and business permits, and sets standards for hours of operation, waste disposal, safety, and setbacks from schools and other vendors. Applications must include site plans, proof of insurance, and commissary agreements. The ordinance also authorizes group vending sites under a designated operator and provides Code Compliance authority to issue fines or revoke permits for violations.

**Gilroy** launched a Mobile Vending Pilot Program in 2025 to evaluate the impacts of sidewalk vending prior to adopting a permanent ordinance. The pilot requires vendors to obtain all applicable City, County, and State permits, provide restroom access, and adhere to operational standards addressing noise, signage, and waste management. The program designates "No Vending Zones" along Monterey Street while allowing vending in specified parking lots. City staff are actively monitoring the program through data collection and community feedback prior to its scheduled sunset at the end of 2025. Effectiveness has been limited, in part, due to constrained Code Compliance staffing resources.

**Los Gatos** replaced its "Pushcarts" section with a Sidewalk Vending Ordinance in 2024 that complies with SB 946. It requires a Town-issued vending permit, business license, and County health approvals, and sets strict time, place, and manner standards for accessibility, safety, and

sanitation. Vendors must maintain at least five feet of sidewalk clearance, avoid intersections and hydrants, provide trash receptacles, and display permits. The ordinance authorizes “no-vending zones,” bans pop-up tents, limits vending areas to 15 sq ft, and mandates annual permit renewal. These updates followed a Council study session emphasizing ADA compliance, public safety, and orderly use of public space.

**San Rafael** established a Mobile Vending Permit Program in November 2025 to regulate food vendors while supporting entrepreneurship. The ordinance adds a \$25 application fee, formalizes a County enforcement Memorandum of Understanding (MOU), and imposes time, place, and manner rules addressing Americans with Disabilities Act (ADA) access, sanitation, and noise. Stationary vending is limited to commercial and industrial areas, with setbacks from schools, parks, and intersections. The program pairs enforcement with education by funding a consultant for seasonal enforcement and a Local Vendor Pilot Program to help small and immigrant vendors comply and form legal food parks.

### **Analysis**

Street and mobile vending activity in Morgan Hill fluctuates. Overall, the number of street and mobile vendors active in Morgan Hill is approximately six and, in some cases, up to twelve at any one time. Staff has focused on education to encourage code compliance with existing regulations. In some cases, repeat offenders have been issued citations. City staff recently increased code compliance activity to include periodic weekend and evening coverage. Street and mobile vending education materials are included in this staff report as Attachments B, C, D, and E.

Downtown has two locations where mobile food trucks operate in front of the local business establishments. There are no clear operational standards for food trucks and the City has been challenged to address the (unpermitted) reserving of parking that is currently taking place. Staff has had some conversations with business and property owners, and is evaluating permitting and operational standards for food trucks.

Some street and mobile vendors operate in unincorporated County areas adjacent to the City of Morgan Hill. Because these locations fall outside the City's jurisdiction, the City has no ability to enforce code compliance or regulatory requirements in those areas.

### **Support for Entrepreneurs**

Through the ELEVATE Morgan Hill initiative launched in 2023, the City committed to expanding access to economic opportunities, especially for lower-income and Spanish-speaking residents, by connecting them to jobs, resources, and supportive services. Many mobile vendors fall within these target populations, and improving engagement with them helps advance the City's mobility goals. In early 2025, the City launched a series of free business classes, workshops, and consulting services in English and Spanish to support future and existing small business owners. As part of the City's ongoing economic mobility strategy, as the City's Code Compliance officers engage with street and mobile vendors, they will continue to share information about available resources, training and education that could potentially assist these small business operators not only to become compliant with existing regulations, but also grow their business in a sustainable manner.

### **Conclusion**

A multi-departmental team including staff from Code Compliance, Housing and Economic Mobility, Economic Development, Planning, Police, and Public Services developed guiding principles to inform future policy and program decisions. These principles include:

- Ensure public safety
- Maintain and promote a fair business environment
- Support entrepreneurial environment and economic mobility

- Manage City resources effectively
- Comply with State regulations

When considering whether additional programming or regulations are needed, staff has evaluated current efforts, including development of a food truck program, enhanced marketing, and expanded education and outreach. Staff also plans to increase code compliance efforts as necessary. Given the existing work plan, the limited number of active street vendors, and the City's limited resources, staff does not recommend adding new regulations at this time. Instead, staff recommends continuing current code compliance efforts, developing a policy for food trucks, updating code compliance marketing materials, and expanding education and outreach efforts.

#### **COMMUNITY ENGAGEMENT:**

Information has been shared with the Morgan Hill Chamber of Commerce, Downtown Morgan Hill Improvement District, the Downtown Business Association, and Renaissance Entrepreneurship Center.

#### **ALTERNATIVE ACTIONS:**

Alternatively, the City Council could direct staff to develop a new street and mobile vending ordinance and/or permitting program to address community health, safety, and welfare concerns. Such regulations could include limits on operating hours, requirements for vendor-provided trash receptacles, and restrictions on vending during special events. While this approach would strengthen enforcement tools and improve transparency for vendors and the public, it would also increase administrative and enforcement responsibilities for City staff.

#### **PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

None.

#### **FISCAL AND RESOURCE IMPACT:**

There is no significant cost associated with staff's recommendation.

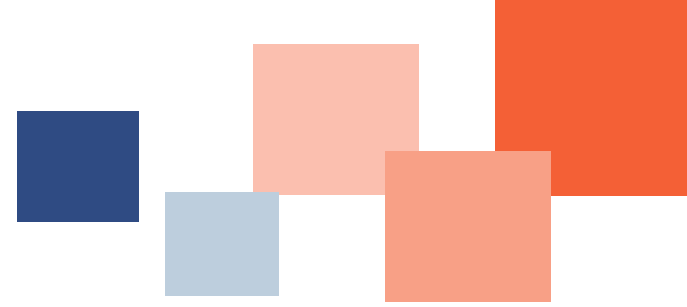
#### **CEQA (California Environmental Quality Act):**

Not a Project

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

## Street and Mobile Vendor Ordinance Examples

City	Permit & Oversight	Allowed Locations / Zones	Key Operating Rules	Unique Restrictions / Notes
Los Gatos (2024)	Sidewalk Vending Permit required (Town Manager / Code Enforcement oversight)	Only on paved public sidewalks or pedestrian paths approved by Town	Min. 5 ft accessible path of travel (ADA compliant)	25 ft from ATMs and 3 ft setback from curbs
	Must also hold Town business license + County Health permit (for food)	Prohibited within 200 ft of intersections or in exclusive residential zones	Max 15 sq ft cart size	48 in clearance from hydrants / entrances
			No tents, shade structures, or animals (except service animals)	Annual permit renewal; non-transferable license
Gilroy (2025 Pilot)	City Mobile Vending Permit	Downtown lots, commercial, industrial, and mixed-use zones	Restroom if >1 hr	"No Vending Zone" on Monterey St
	Business License, County Health, State Seller's Permit		No tents, banners, or loud generators	Pilot ends Dec 31, 2025 pending review
			Strict waste & clearance rules	
San Rafael (2025)	Mobile Vending Permit via Community & Econ. Development Dept. + City business license	Stationary vendors limited to commercial / industrial zones	ADA access required; no street or median vending	Encourages vendor legalization and education via pilot program and CBO partnership
	MOU with Marin County for health and enforcement	Buffers from schools, bus stops, farmers' markets (25–500 ft)	- Hours limited in residential zones (8 a.m.–8 p.m.)	Nominal \$25 permit fee for first year to encourage compliance
			Trash and grease disposal mandated within vicinity	
Fairfield (2025)	City Mobile Vendor License + County Health + Business + Seller's Permit	Approved public & private sites; non-residential	7 a.m.–11 p.m. hrs	100 ft vendor spacing
			Trash bin ≤15 ft	1,000 ft from schools
			-No alcohol	Violations = public nuisance
Palo Alto (2021)	City sidewalk vending ordinance (aligns w/ SB 946)	Allowed except: schools, events, farmers' markets, exclusive park areas	Maintain 3–8 ft sidewalk clearance	City Manager may issue additional rules
			Seller's + health permits required	Enforces only health/safety/welfare limits



## Operation Guidelines

### Public Streets and Rights-of-Way

- Shall operate at least 15' from any driveway or fire hydrant.
- Shall operate at least 100' from any bus stop, intersection, or primary school facility.
- Shall vend only on the same side of the street as the park if operating within 100' of a park.

### Prohibited Vending Locations

No person shall place, maintain, conduct, park or allow to stand or remain **for any duration** any portable container, vehicle pushcart, stand or wagon used in selling, vending, peddling, bartering or exchanging any goods in any of the following places within the City.

- Within fifteen (15) feet of any fire hydrant or public safety alarm box, or driveway
- Upon any sidewalk
- Within twenty-five (25) feet of any designated fire lane or "no parking" zone
- Within one hundred (100) feet of any public transit "bus stop" sign
- Within three hundred (300) feet of a public school building, a public park, playground, library building, center, or a take-out or a city administrative building, city recreational fast food restaurant
- Within three hundred (300) feet of another mobile food vendor, except where separated by a public street

## Exemptions

Mobile Vendors are permitted on private property with the permission of the property owner, under the following conditions:

- Vehicles or trucks used for catering or vending prepared foodstuffs and located upon private property at the invitation of the property owner, solely for the use of the owner or said owner's tenants or employees and not for the use of the general public.
- Persons having a fixed and permanent place of business in the city that are licensed and regulated by the state and have complied with the provisions of the Municipal code before offering or selling goods or merchandise outside of their permanent place of business. No person shall be relieved from the provisions of any section of the Municipal code by reason of associating temporarily with, or by conducting a transient business in connection with any local merchant having a fixed place of business within the city.
- Shall only display signs painted on the sides of the mobile vendor's facility. Such sign shall not exceed five feet in width or height. No other signs, flags or banners, whether attached or detached shall be permitted.
- Mobile vendors may encroach on the sidewalk and adjacent parking space in the public right-of-way with tables/chairs only if the host business secures the appropriate Outdoor Dining Permit.

# GUIDELINES FOR VENDORS

## Mobile Vendors Peddlers and Solicitors



City of Morgan Hill

Phone: (408) 778-6480

Email: [planning@morganhill.ca.gov](mailto:planning@morganhill.ca.gov)

# Purpose of this Summary

The purpose of this summary is to set forth guidelines for vending of goods or services from locations which **are not** a permanent business location. All vendors, peddlers, and solicitors locating at a fixed place must meet all applicable provisions of the Municipal Code. Violation of any section of the municipal code is justification to revoke the business license.

## DEFINITIONS

**Mobile Food Vendor** - Any movable vending facilities including food trucks, portable containers, pushcarts, wagons, bicycles, automobiles, trucks, vans and other vehicles defined in California Vehicle Code Section 670, as amended, that are used for displaying, selling or offering for sale any food, goods or services on public or private property.

**Peddler** – Any person not having a regularly established place of business in the city, who travels from place to place, or has a stand upon any public street, alley or other public place, doorway of any building, unenclosed or vacant lot, or parcel of land, who sells or offers for sale any goods, wares or merchandise in his or her possession.

**Solicitor** – Any person who goes from place to place in the City, not having been invited by the occupant or property owner thereof, carrying or transporting goods, wares, merchandise or personal property of any nature, and who offers to sell any goods, wares or merchandise, and/or provide services to be performed in the future. This also includes any person who, without invitation, goes from place to place requesting contribution of funds or anything of value, or selling goods or services for political, charitable, religious, or other non-commercial purposes.

# Permitting and Licensing Requirements

All Vendors/Peddlers/Solicitors must have the following:

## City Business License

All Vendors/Peddlers/Solicitors must obtain a city business license and comply with all licensing requirements.

- As part of the business license application, a list of all employees who will be making contact with members of the community must be provided.

## Applicable Licenses

All Vendors/Peddlers/Solicitors must maintain all applicable licenses and permits from federal, state or local agencies, and provide proof of possession upon request.

## California Seller's Permit

All Vendors/Peddlers/Solicitors must possess a valid California Department of Tax and Fee Administration seller's permit that designates "City of Morgan Hill" as a location or sublocation.

## Insurance

All Vendors/Peddlers/Solicitors must acquire and maintain any insurance required by the city's risk manager, such as commercial general liability insurance, auto insurance or worker's compensation insurance. Submit copies of all existing insurance policies with your business license application.

## Santa Clara County Health Permit

All food product vendors who sell any form of food item are required to acquire and display a county public health permit at all times. Additional regulations apply to mobile food facilities.

# Operation Guidelines

If a mobile vendor is not helping customers, the vendor is limited to thirty (30) minutes in their current location. After thirty (30) minutes, the vendor must move their mobile vending equipment at least three hundred (300) feet before stopping again. Violation of this rule is justification to revoke the business license.

## Generally Applicable Regulations

- Allowed between the hours of 7:00 a.m. and 10:00 p.m.
- May not obstruct the sidewalks or traffic.
- May not vend in parks or playgrounds
- Shall maintain a clean vending area and properly dispose of trash.
- Mobile Food Vendors shall adequately store waste and provide waste containers for customers.

## Private Property Regulations

- Property owner must provide written consent.
- Shall not operate on vacant lots.
- Shall not operate in City-owned parking lots or structures without written consent from the City.
- Shall not operate upon or immediately adjacent to single-family homes or duplexes.
- No free standing or banner signs shall be displayed.
- No tables, chairs, or other site furniture shall be permitted.
- Temporary shade structures shall be removed whenever the mobile vendor vehicle is not operating.
- The vehicle shall only be stopped, standing, or parked on surfaces paved with concrete, asphalt, or another impervious surface.

## Attachment C

### Directrices de funcionamiento (Continuado)

Calles públicas y derechos de paso

- Deberá operar al menos a 15' de cualquier camino de entrada o boca de incendios.
- Deberá operar al menos a 100 pies de cualquier autobús parada, intersección o escuela primaria instalaciones.
- Se venderá solo en el mismo lado de la calle como el parque si opera dentro de 100' de un parque.

### Ubicaciones de venta prohibida

Nadie colocará, mantendrá, conducirá, aparcar o permitir que se pare o se quede **por cualquier duración** cualquier contenedor portátil, vehículo carrito de mano, soporte o vagón utilizado en la venta, venta ambulante, trueque o intercambio cualquier mercancía en cualquiera de los siguientes lugares Dentro de la ciudad.

- A quince (15) pies de cualquier boca de incendios o caja de alarma de seguridad pública, o camino de entrada
- Sobre cualquier acera
- A veinticinco (25) pies de cualquier carril designado para incendios o zona de "no estacionamiento"
- A cien (100) pies de cualquier señal de "parada de autobús" de transporte público
- Dentro de trescientos (300) pies de un edificio de la escuela pública, un parque público, patio de recreo, edificio de biblioteca, centro o una comida para llevar o un edificio administrado, ciudad de comida rápida recreativa
- Dentro de trescientos (300) pies de un como proveedor móvil, excepto donde separado por una calle pública.

### Exenciones

Los vendedores móviles están permitidos en propiedad privada con el permiso de el propietario, bajo las siguientes condiciones:

Vehículos o camiones utilizados para catering o venta de alimentos preparados y localizados sobre la propiedad privada por invitación de el dueño de la propiedad, únicamente para el uso del propietario o los inquilinos de dicho propietario o empleados y no para el uso de la público en general.

Personas que tienen un régimen fijo y permanente lugar de negocios en la ciudad que son autorizado y regulado por el estado y han cumplido con las disposiciones de la Código municipal antes de ofrecer o vender bienes o mercancías fuera de su lugar de trabajo permanente. Nadie será liberado de las disposiciones de cualquier sección del Código Municipal por razón de asociarse temporalmente con, o por realizar un negocio transitorio en conexión con cualquier comerciante local que tenga un lugar fijo de negocios dentro de la ciudad.

Solo exhibirá letreros pintados en el lados de las instalaciones del proveedor móvil. Tal letrero no excederá de cinco pies en ancho o alto. No hay otros letreros, banderas o pancartas, ya sean adjuntas o separadas será permitido.

Los vendedores ambulantes pueden invadir la acera y el espacio de estacionamiento adyacente en el derecho de paso publico con mesas/sillas solo si la empresa anfitriona obtiene el Permiso para comer al aire libre apropiado.

# PAUTAS POR VENDEDORES

Proveedores móviles  
Vendedores ambulantes  
y  
Abogados



Ciudad de Morgan Hill  
Teléfono: (408) 778-6480  
Correo electrónico:  
[planning@morganhill.ca.gov](mailto:planning@morganhill.ca.gov)

## Propósito de este Resumen

El propósito de este resumen es establecer directrices para la venta de bienes o servicios de ubicaciones que **no son** un negocio permanente localización. Todos los vendedores, vendedores ambulantes y abogados ubicarse en un lugar fijo debe cumplir con todos los disposiciones del Código Municipal. Violación de cualquier sección del código municipal es la justificación para revocar la licencia comercial.

## DEFINICIONES

**Vendedor de alimentos móvil:** cualquier venta ambulante instalaciones que incluyen camiones de comida, portátiles contenedores, carritos, vagones, bicicletas, automóviles, camiones, furgonetas y otros vehículos definido en la Sección 670 del Código de Vehículos de California, según enmendada, que se utilizan para exhibir, vender u ofrecer a la venta alimentos, bienes o servicios en propiedad pública o privada.

**Buhonero:** cualquier persona que no tenga un establecimiento establecido en la ciudad, que viaja de un lugar a otro, o tiene un puesto en cualquier calle, callejón u otro público lugar, entrada de cualquier edificio, no cerrado o lote baldío, o parcela de tierra, que vende o vende ofrece a la venta cualquier bien, mercancía o mercancía en su poder.

**Abogado** - Cualquier persona que va de un lugar a otro. lugar en la Ciudad, no habiendo sido invitado por el ocupante o dueño de la propiedad de la misma, llevando o transporte de bienes, mercancías, mercancías o propiedad personal de cualquier naturaleza, y que ofrece vender cualquier bien, mercancía o mercadería, y / o Brindar servicios que se realizarán en el futuro. Esto también incluye a cualquier persona que, si invitación, va de un lugar a otro solicitando contribución de fondos o cualquier cosa de valor, o vender bienes o servicios con fines políticos, benéficos, religiosos o con otros fines no comerciales.

## Permitiendo Y Licencia Requisitos

Todos los vendedores / vendedores ambulantes / abogados deben tener la siguiente:

### **Licencia comercial de la ciudad**

Todos los vendedores / vendedores ambulantes / abogados deben obtener una ciudad licencia comercial y cumplir con todas las licencias requisitos.

o Como parte de la solicitud de licencia comercial, lista de todos los empleados que estarán haciendo El contacto con los miembros de la comunidad debe ser proporcionado.

### **Licencias aplicables**

Todos los vendedores / vendedores ambulantes / abogados deben mantener todos licencias y permisos aplicables del gobierno federal, estatal o agencias locales, y proporcionar prueba de posesión a petición.

### **Permiso de vendedor de California**

Todos los vendedores / vendedores ambulantes / abogados deben poseer un Departamento de California de Permiso de vendedor de la Administración de impuestos y tarifas que designa a la "Ciudad de Morgan Hill" como ubicación o sublocalización.

### **Seguro**

Todos los vendedores / vendedores ambulantes / abogados deben adquirir y mantener cualquier seguro requerido por el administrador de riesgos de la ciudad, como comercial seguro de responsabilidad civil general, seguro de automóvil o seguro de compensación de trabajadores. Enviar copias de todas las pólizas de seguro existentes con su solicitud de licencia comercial.

### **Permiso de salud del condado de Santa Clara**

Todos los vendedores de productos alimenticios que venden cualquier tipo de alimento. se requieren elementos para adquirir y mostrar un condado permiso de salud pública en todo momento. Adicional las regulaciones se aplican a las instalaciones móviles de alimentos

## Directrices de operación

Si un proveedor de dispositivos móviles no está ayudando a los clientes, proveedor está limitado a treinta (30) minutos en su ubicación actual. Después de treinta (30) minutos, el proveedor debe mover su vending móvil equipo por lo menos trescientos (300) pies antes de volver a parar. La violación de esta regla es justificación para revocar la licencia comercial.

### **Regulaciones generalmente aplicables**

- Permitido entre las 7:00 a.m. y 10:00 pm.
- No puede obstruir las aceras ni el tráfico.
- No se puede vender en parques o áreas de juego.
- Mantendrá un área de venta limpia y deshacerse de la basura correctamente.
- Los vendedores ambulantes de alimentos almacenarán adecuadamente
- residuos y proporcionar contenedores de residuos para clientes.

### **Regulaciones de propiedad privada**

- El dueño de la propiedad debe proporcionar por escrito consentimiento.
- No operará en lotes baldíos.
- No operará en estacionamientos propiedad de la ciudad.
- No se permiten estructuras sin el consentimiento por escrito de la ciudad.
- No debe operar sobre o inmediatamente adyacentes a viviendas unifamiliares o dúplex.
- No se deben colocar carteles o pancartas independientes desplegado.
- No se permitirán mesas, sillas u otros muebles del sitio ser permitido.
- Las estructuras de sombra temporales deben eliminado siempre que el proveedor de dispositivos móviles el vehículo no está funcionando.
- El vehículo solo se detendrá, parado, o estacionado en superficies pavimentadas con hormigón asfalto u otra superficie impermeable



# HOW TO APPLY FOR A BUSINESS LICENSE

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**ONLINE**

Applying online is quick, easy and convenient!

You can apply for a business license online from the comfort of your home or office visit:

**[morganhill.HdLGov.com](http://morganhill.HdLGov.com)**



**TELEPHONE**

For immediate assistance, please contact the City of Morgan Hill Business Support Center Monday through Friday from 8 a.m. to 5 p.m. at:

**(669) 454-3100**

A tax specialist will be available to assist you in the processing of your application and payment over the phone.



**MAIL**

Pick up a printed copy at City Hall  
17575 Peak Avenue, Morgan Hill 95037  
**OR** request an application by mail by calling:

**(669) 454-3100**

Mail the completed form to:  
City of Morgan Hill Business Support Center  
8839 N. Cedar Avenue #212, Fresno, CA 93720  
**OR** scan and email the completed for to [support@HdLGov.com](mailto:support@HdLGov.com)

Note: No payment will be required until your application has been reviewed and accepted. You will receive an email or telephone call verifying the receipt of application. After the business taxes are paid, a business license account number will be issued. A certificate will be mailed or e-mailed to you once the process is completed. Upon receipt of your license certificate, the City of Morgan Hill Municipal Code requires it be posted in a conspicuous place at your place of business.

**City of Morgan Hill Business Support Center**  
8839 N. Cedar Avenue #212, Fresno, CA 93720  
Phone: (669)454-3100 | Fax: (909)348-0465 | Email: [Support@HdLGov.com](mailto:Support@HdLGov.com)



# CÓMO SOLICITAR UNA LICENCIA COMERCIAL

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**EN LÍNEA**

¡Solicitar en línea es rápido, fácil y conveniente!

Puede solicitar una licencia comercial en línea desde la comodidad de su hogar o oficina visitando:

**[Morganhill.HdLGov.com](http://Morganhill.HdLGov.com)**

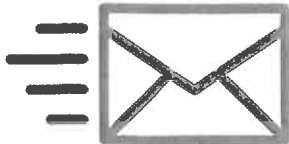


**TELÉFONO**

Para recibir asistencia inmediata, comuníquese con el Centro de asistencia empresarial de la ciudad de Morgan Hill de lunes a viernes de 8 a. m. a 5 p. m. al:

**(669) 454-3100**

Un especialista en impuestos estará disponible para ayudarle en el procesamiento de su solicitud y pago por teléfono.



**CORREO**

Recoge una copia impresa en  
17575 Avenida Peak, Morgan Hill 95037  
O solicite una solicitud por correo llamando al:

**(669) 454-3100**

Envíe el formulario completo por correo a:  
Centro de apoyo empresarial de la ciudad de Morgan Hill  
8839 N. Cedar Avenue #212, Fresno, CA 93720  
O escanee y envíe por correo electrónico el formulario completo a  
[support@HdLGov.com](mailto:support@HdLGov.com)

Nota: No se requerirá ningún pago hasta que su solicitud haya sido revisada y aceptada. Recibirá un correo electrónico o una llamada telefónica para verificar la recepción de la solicitud. Una vez que se hayan pagado los impuestos comerciales, se emitirá un número de cuenta de licencia comercial. Se le enviará un certificado por correo postal o electrónico una vez que se complete el proceso. Una vez que reciba su certificado de licencia, el Código Municipal de la Ciudad de Morgan Hill exige que se publique en un lugar visible en su lugar de trabajo.

**Centro de apoyo empresarial de la ciudad de Morgan Hill**  
8839 N. Cedar Avenue #212, Fresno, CA 93720 Teléfono: (669)454-3100 | Fax: (909)348-0465  
Correo electrónico: [Support@HdLGov.com](mailto:Support@HdLGov.com)



CHOOSE **MORGAN HILL**

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# Street & Mobile Vendors

**City Council  
December 3, 2025**

# | Requested Agenda Item

On September 3, 2025, Mayor Turner requested a future agenda item to discuss and consider:

## *Pop-up Vendors / Street Vendors*

*All throughout the city pop-up vendors consisting of push carts, BBQ pits, grills, food trailers, food carts, or other items used to sell food, flowers, and other retail items and services are beginning to appear. While these types of businesses may be legal according to California State law, there are certain permissible regulations that should be considered and enforced.*



# | State Laws

## **SB 946 – Safe Sidewalk Vending Act (2018)**

- Decriminalizes sidewalk vending; allows only administrative fines (no arrests)
- Cities may regulate time, place, and manner for health/safety, but not competition
- Vendors may need local permits, but the process can't be prohibitive
- Fines capped at \$1,000; enforcement must remain administrative
- Cities may require basic vendor info (name, merchandise, seller's permit, business address)

## **SB 972 – Compact Mobile Food Operations (2022)**

- Creates Compact Mobile Food Operation (CMFO) category for small mobile food vendors
- Simplifies health rules for CMFOs – Permits issued by County Environmental Health Dept
- Allows cottage or home kitchens to serve as commissaries for up to 2 CMFOs
- SCC CMFO permits issued: San Jose 105 | Gilroy 9 | Morgan Hill 6

## **SB 635 – Food Vendors & Facilities Enforcement (2025)**

- Protects vendor privacy; bans collection of immigration or personal data
- Requires destruction of prior data by March 1, 2026
- Prohibits contracting with or sharing info to immigration-enforcing entities
- Allows alternative IDs (ITINs, municipal IDs) for permitting
- Reinforces SB 946 & SB 972 with focus on privacy, fairness, and non-discrimination

# | Street Vending—Simplified

## **What is allowed?**

Under current state law, sidewalk and mobile vendors are allowed to operate in most public outdoor areas and private property (with owner permission) unless a city can demonstrate an objective health, safety, or welfare reason to restrict them.

## **What is required?**

Street vendors require a City business license, a State of California Sellers Permit and, in the case of food vending, a County of Santa Clara Health Permit.

## **What enforcement do we do?**

Cities may enforce only administrative, health, and safety-based regulations on sidewalk and mobile vendors—nothing punitive or discriminatory.

- Business Licenses
- County Health Permits (if selling food)
- Issue administrative citations and fines with escalating fines within state-allowed limits
- Require Vending Permits (process must be accessible and not prohibitive)

# | Current Situation

**Current Activity** – Approximately 6-12 vendors selling food, goods, and services without required licenses or health permits; Food Trucks in Downtown usually have permits

**No Municipal Ordinance** – City has Guidelines and marketing materials to support compliance with business license and health permit requirements

**City Response** – City has emphasized education over citations, distributing bilingual materials to support vendor compliance

**Expanded Enforcement** – Increased evening/weekend coverage; fines start at \$100 per missing permit after voluntary compliance efforts, fines double with each occurrence thereafter

**Challenges** – Language barriers, vendor mobility, lack of identification, and evening and weekend hours of operation

# | City Goals

- Ensure public safety
- Maintain and promote a fair business environment
- Support entrepreneurial environment and economic mobility
- Manage City resources effectively
- Comply with State regulations



# Evaluation

## Best Practices

- Researched other cities
- Gilroy, Los Gatos, Palo Alto, San Rafael, and Fairfield
- Most cities solving for:
  - Spacing from special events and schools
  - Managing trash and grease
  - Clearances and structures

## Evaluation of Situation

- Extent of problem
- Issues that may be solved given State's regulations
- Opportunities to improve vendor compliance
- City's capacity to implement and enforce new regulations

# | Analysis & Recommendation

- The City's actions are limited by state law, which restricts how much local regulation and enforcement can be applied
- Issue in Morgan Hill is relatively small
- Immediate Opportunities:
  - Improve code compliance marketing and education materials
  - Expand education and outreach efforts
- Future Opportunities:
  - Establish Food Truck operating standards for Downtown
  - Develop an Ordinance that balances Code Compliance and Economic Mobility with available City enforcement resources



CHOOSE **MORGAN HILL**



# QUESTIONS?



## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: December 3, 2025**

PREPARED BY:

Adam Paszkowski, Principal Planner

APPROVED BY: City Manager

### **ADOPT A RESOLUTION TO ADD A HEALTHY NEIGHBORHOODS FOR ALL ELEMENT (GENERAL PLAN AMENDMENT GPA2024-0002) TO THE TEXT OF THE MORGAN HILL 2035 GENERAL PLAN IN COMPLIANCE WITH CALIFORNIA SENATE BILL 1000**

#### **RECOMMENDATION(S)**

1. Open/Close the Public Hearing; and
2. Adopt a Resolution approving an amendment to the Morgan Hill 2035 General Plan to add a Healthy Neighborhoods for All Element.

#### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

##### **City Council Ongoing Priorities**

Enhancing Public Safety

Supporting our Youth, Seniors, and Entire Community

Fostering a Positive Organizational Culture

Preserving and Cultivating Public Trust

Preserving our Community History

Enhancing Diversity and Inclusiveness

Advocating for Local, Regional, and State Legislative Initiatives

##### **2024-2025 Strategic Priorities**

Community Engagement

Healthy Community

##### **Guiding Documents**

Bikeways, Trails, and Recreation Master Plan

Communications, Outreach, and Engagement Plan

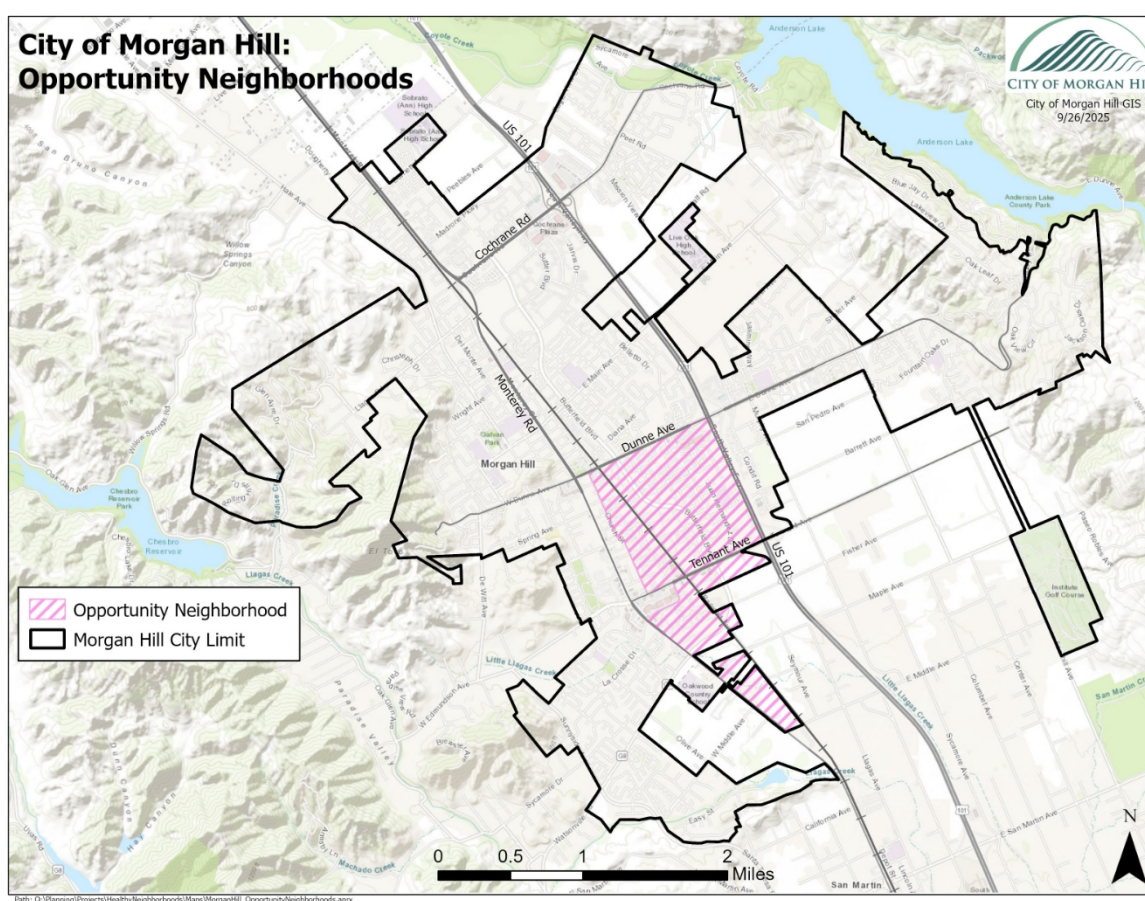
Morgan Hill 2035 General Plan

#### **REPORT NARRATIVE:**

The Healthy Neighborhoods for All (HN4A) Element is a new Environmental Justice Element of the Morgan Hill 2035 General Plan, prepared in compliance with [Senate Bill 1000 \(SB 1000\)](#), Planning for Healthy Communities Act. SB 1000 requires local jurisdictions to identify 'disadvantaged communities' in their jurisdictions and address

environmental justice in their general plans. This law has several purposes, including facilitating transparency and public engagement in local governments' planning and decision-making processes, reducing harmful pollutants and the associated health risks in 'disadvantaged communities', and promoting equitable access to health-inducing benefits, such as healthy food options, housing, public facilities, and recreation.

In Morgan Hill, the term “Opportunity Neighborhoods” has been used in place of the State term 'disadvantaged communities' to reflect a strengths-based approach. Opportunity Neighborhoods are primarily located south of Dunne Avenue between Highway 101 and Monterey Road, as shown on the map below. These neighborhoods, identified through the HN4A Background Review Report and community input, are disproportionately affected by environmental burdens such as air pollution, traffic-related emissions, limited access to healthy food, and higher housing cost burdens.



## BACKGROUND:

The City of Morgan Hill is guided by several key policy and regulatory documents to manage future growth. Adopted by the City Council in July 2016, the Morgan Hill 2035 General Plan establishes a vision for a prosperous, vibrant city, supported by a framework of goals, policies, and actions that guide the City's decisions for the next two decades. State law also continues to influence growth and development in the City. SB 1000 requires local jurisdictions with identified 'disadvantaged communities' to include

goals, policies, and actions to reduce unique or compounded health risks throughout the city, with special attention toward disadvantaged communities and address the following eight topics:

- Reduce pollution exposure;
- Promoting public facilities;
- Promoting food access;
- Promoting safe and sanitary homes;
- Promoting physical activity;
- Reducing unique or compounded health risks;
- Promoting civic engagement; and
- Prioritizing the needs of disadvantaged communities.

Low-income communities and communities of color often bear a disproportionate burden of pollution and associated health risks. Environmental justice seeks to correct this inequity by reducing the pollution experienced by these communities and ensuring their input is considered in decisions that affect them. "Environmental justice" is defined in California law as *the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.* (Cal. Gov. Code, § 65040.12, subd. (e).)

#### **HEALTHY NEIGHBORHOODS FOR ALL ELEMENT:**

Sections within the draft HN4A Element work to advance environmental justice within Opportunity Neighborhoods and across the City of Morgan Hill. These sections include:

**Inclusive Public Engagement in City Decisions** — Building awareness around City initiatives and programming is vital to gathering input and supporting community members in becoming familiar with existing policies and programs, which can translate to more meaningful engagement. Policies in this section emphasize sharing information in a user-friendly manner that promotes meaningful, relevant community involvement in City decisions.

**Pollution Exposure and Air Quality** — Environmental pollution can affect the quality of life and a person's mental and physical well-being by heightened risks of strokes and respiratory ailments like asthma that can ultimately lead to shorter life expectancy. This section emphasizes the urgency of reducing harmful emissions, particularly in communities already bearing the brunt of environmental burdens, to enhance health outcomes. The proposed actions involve implementing measures to reduce exposure to pollution, truck route management, and land use buffers.

**Promoting Physical Health** — Access to safe and enjoyable public spaces, recreation, and reliable public transit enhances opportunities for individuals to integrate physical activities into their daily routines, promoting both physical health and mental well-being. Policies in this section promote affordable or free recreation, prioritizing parks within Opportunity Neighborhoods, and designing new parks to be inclusive, equitable, and accessible for all ages, abilities, and cultural needs.

**Affordable Access to Healthy Food Options** — Health implications due to food insecurity can have far-reaching consequences on both physical and mental well-being. It can lead to nutritional deficiencies that can hinder proper growth and development in children, chronic health conditions such as type-two diabetes and cardiovascular diseases, obesity and weight gain, complications related to maternal and child health, and can also negatively impact cognitive function. For areas that lack safe, convenient, and affordable access to healthy and fresh food options, more grocery stores, along with produce stands, community gardens, and food banks, in areas lacking access, can play a significant role in reducing food insecurity by offering better options for obtaining nutritious and affordable food. Policies in this section work together to facilitate programming in both public and private spaces to advance the availability, access, and affordability of fresh fruits and vegetables to promote a healthy food system.

**Safe and Healthy Homes** — Location, quality, and affordability of homes play a vital role in fostering comfortable and secure living environments for all ages. The HN4A Element points to the Housing Element for goals, policies, and actions that guide the development of homes. Proposed actions in this section include affordable housing preservation, tenant protections, and healthy home retrofits.

**Increase Overall Health** — Overall health is shaped by the interplay of physical, mental, and social well-being, and is deeply influenced by the environments in which people live, work, and play. In Morgan Hill, residents of Opportunity Neighborhoods face compounded health risks due to factors such as limited access to medical care, fewer safe and affordable recreation opportunities, higher exposure to extreme heat, and transportation barriers that make it harder to reach essential services. These inequities contribute to disparities in chronic disease rates, mental health outcomes, and life expectancy. Proposed actions in this section focus on health education, mobile health services, increased transit access, and mitigating extreme heat.

**Public Facilities and Infrastructure Prioritization** — Infrastructure is not just the physical structures that surround us, it is the essential fabric that connects us to opportunity, laying the foundation for safe, healthy, and connected communities. When infrastructure is high quality, located where it is needed, and well-maintained, community members can access economic opportunities, use essential services, and deepen social connections, resulting in healthy and stable communities. Proposed actions involve Safe Routes to Schools, lighting, public amenities, and active transportation networks in Opportunity Neighborhoods.

The Planning Commission held a workshop and a public hearing regarding the HN4A Element on October 14, 2025, and November 11, 2025, respectively; following discussion at their November 11, 2025, meeting, the Planning Commission unanimously approved [Resolution No. 25-17](#) recommending the City Council approve the HN4A Element. As part of the Planning Commission's approval, they also proposed the addition of the below Action.

Action HN-3.C Neighborhood-Serving Parks. Review and consider revising Article I (Park Land Dedication) within Title 17 (Subdivisions) to encourage privately maintained parks remain open and accessible to the public to promote equitable access.

Complete details of the proposed amendments are provided in the draft Resolution (Attachment 1) and in the Planning Commission's [October 14, 2025, staff report](#) and [November 11, 2025, staff report](#).

In addition to the direction and feedback on the text of the HN4A Element from the Planning Commission during the October 14, 2025, workshop, staff also received comments and feedback from the ¡Morgan Hill Prospera! steering committee, and the Climate Action Pathways for Schools interns.

#### ¡Morgan Hill Prospera! Steering Committee

The ¡Morgan Hill Prospera! steering committee was a community-based advisory group formed as part of the City of Morgan Hill's HN4A initiative. Members shared local concerns, priorities, and lived experiences directly with City staff to be incorporated into the development of the HN4A Element. The committee received regular briefings on the progress of the HN4A Element and related planning efforts, and it fostered a dialogue among diverse stakeholders, including residents, community-based organizations, and city representatives. The steering committee played a key role in shaping equitable planning policies by ensuring that community input is embedded in the development of the HN4A Element.

#### Climate Action Pathways for Schools

City Staff assisted Climate Action Pathways for Schools (CAPS), a 501(c)(3) nonprofit, secure a \$300,000 grant over the course of three years from the James Cary Smith Community Grant Program to recruit, hire, and train Morgan Hill Unified School District (MHUSD) students to lead sustainability projects within Morgan Hill. One of the projects under the grant consisted of reviewing the draft goals, policies, and actions of the HN4A Element and providing a presentation to staff of their recommendations. Several of the recommendations from the interns were incorporated into the draft HN4A Element.

#### Findings for Approval

Pursuant to Section 18.115.060 (Findings for Approval), the City Council may approve a general plan amendment only if the following finding is made:

- A. The city council must find that the proposed amendment meets the letter and intent of the general plan goals and policies.

The draft HN4A Element meets the letter and intent of the general plan goals and policies as it complements existing policies and is consistent with the Morgan Hill 2035 General Plan vision to maintain Morgan Hill's family-friendly character and strong sense of community while the community grows and prospers.

**COMMUNITY ENGAGEMENT:**

Inform, Involve, Collaborate, and Empower

A 10-day public hearing notice was published in the Friday, November 21, 2025, edition of the Morgan Hill Times pursuant to Government Code Sections 65090-65096. Notice was also provided on the website and email/social media with the City's 411 distribution.

On October 14, 2025, the Planning Commission held a workshop on the draft text of the HN4A Element providing Staff direction and feedback. On November 11, 2025, the Planning Commission held a public hearing regarding the proposed HN4A Element, in which a 10-day public hearing notice was published in the Friday, October 31, 2025, edition of the Morgan Hill Times.

The City implemented an outreach and engagement program to inform the community and seek input regarding the HN4A Element, as documented in the HN4A Outreach and Engagement Summary, which included 59 events between August 2024 and August 2025, reaching 1,529 participants. Engagement formats included pop-up events, visioning workshops, community meetings, and targeted outreach within Opportunity Neighborhoods. Materials and surveys were provided in English and Spanish and interpretation was available at events. The engagement process built trust, particularly in Spanish-speaking communities, and directly shaped the Element's goals, policies, and actions.

**ALTERNATIVE ACTIONS:**

Alternatively, the City Council may choose to adopt the HN4A Element with specific modifications, or not adopt a HN4A Element.

If the City Council does not take action to adopt the HN4A Element, the General Plan will remain as-is, and therefore the City will not be in compliance with SB 1000. Failing to comply with SB 1000 could mean the General Plan may be statutorily incomplete and vulnerable to legal challenge under the Government Code, alleging the General Plan is inadequate or inconsistent because it lacks required Environmental Justice content. The Attorney General's Office Department of Justice works to ensure local governments comply with SB 1000 and other mandatory duties to further equitable land use policies. The Attorney General's Office has submitted comments and enforcement actions in other jurisdictions in an effort to promote effective environmental justice planning at the local level.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

On October 14, 2025, the Planning Commission held a workshop on the draft text of the HN4A Element providing Staff direction and feedback on the proposed text, goals, policies, and actions of the HN4A Element.

On November 11, 2025, the Planning Commission considered and recommended, unanimously, the City Council approve to add the HN4A Element to the Morgan Hill

2035 General Plan.

**FISCAL AND RESOURCE IMPACT:**

This item is included in the current adopted budget (FY24-25 and FY25-26) and is part of the Long Range Planning workplan and is funded through the Long Range Planning Fund (207).

**CEQA (California Environmental Quality Act):**

Exempt

The HN4A Element has been reviewed under the California Environmental Quality Act (CEQA). The proposed draft goals, policies, and actions are primarily programmatic and policy-level, and will not result in any direct impact upon the physical environment. Any development that occurs in the future subject to such standards will undergo an independent analysis per the requirements of CEQA. The HN4A Element is covered under the certified Morgan Hill 2035 General Plan Environmental Impact Report (EIR), and no further environmental review is required pursuant to CEQA Guidelines Sections 15162 and 15183.

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

## RESOLUTION NO. 25-XX

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL ADOPTING A GENERAL PLAN AMENDMENT (GPA2024-0002) TO AMEND THE TEXT OF THE MORGAN HILL 2035 GENERAL PLAN TO ADD A HEALTHY NEIGHBORHOODS FOR ALL ELEMENT IN COMPLIANCE WITH SENATE BILL (SB) 1000

**WHEREAS**, the State of California requires cities and counties to adopt a comprehensive, long-term General Plan for the physical development of the City, pursuant to Government Code Section 65302;

**WHEREAS**, Senate Bill (SB) 1000 requires local agencies to address environmental justice in their General Plan;

**WHEREAS**, environmental justice includes, but is not limited to, reducing pollution exposure and improving air quality, promoting healthy food access, safe and healthy homes, physical activity, inclusive public engagement, as well as public facilities and infrastructure prioritization;

**WHEREAS**, SB 1000 amended Government Code Section 65302 to address “disadvantaged communities,” which the statute defines to include low-income areas that are disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation;

**WHEREAS**, SB 1000 requires local agencies to amend their General Plan to include environmental justice goals, policies, and actions to reduce unique and compounded health risks, promote civil engagement in the public decision-making process, and prioritize improvements and programs that address the needs of disadvantaged communities, collectively known as Opportunity Neighborhoods within the Healthy Neighborhoods for All Element;

**WHEREAS**, adoption of the Healthy Neighborhoods for All Element into the Morgan Hill 2035 General Plan will meet the requirements of SB 1000 by highlighting and expanding upon existing policies throughout the General Plan related to topic areas in one central location. The Healthy Neighborhoods for All Element strives to uphold existing high-quality public spaces and amenities while creating the space for more inclusive practices that foster a Morgan Hill where all community members have equal access and opportunities, regardless of where they live in the City;

**WHEREAS**, pursuant to the California Environmental Quality Act (CEQA) and the CEQA Guidelines, a Program Environmental Impact Report (EIR) (SCH No. 2015022074)

for the Morgan Hill 2035 General Plan Update was prepared and certified by the City of Morgan Hill in July 2016;

**WHEREAS**, the City of Morgan Hill acting as a lead agency has completed an environmental analysis and determined that the goals, policies, and actions of the Healthy Neighborhoods for All Element are primarily programmatic and policy-level, and will not result in any direct impact upon the physical environment, and any development that occurs in the future subject to such standards will undergo an independent analysis per the requirements of CEQA. Therefore, the City has determined that the Healthy Neighborhoods for All Element is covered under the certified Morgan Hill 2035 General Plan EIR, and no further environmental review is required pursuant to CEQA Guidelines Sections 15162 and 15183.

**WHEREAS**, on November 21, 2025, a public notice was published in the Morgan Hill Times, specifying the date, time, and location of the public hearing to consider the recommendation that the City Council adopt the General Plan Amendment to add a Healthy Neighborhoods for All Element to the Morgan Hill 2035 General Plan;

**WHEREAS**, such request was considered by the Planning Commission at its regular meeting of November 11, 2025, and by the City Council at its meeting of December 3, 2025; and

**WHEREAS**, testimony received at a duly noticed public hearing, along with exhibits and other materials have been considered in the review process.

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

**SECTION 1.** The Morgan Hill City Council finds that the General Plan amendment meets the letter and intent of the General Plan goals and policies.

**SECTION 2.** That the City Council adopt the Resolution adding the Healthy Neighborhoods for All Element to the Morgan Hill 2035 General Plan as set forth in Exhibit "A" and by this reference incorporated herein.

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution.

**SECTION 4.** This Resolution shall take effect immediately upon its adoption by the City Council.

**PASSED AND ADOPTED THIS 3<sup>rd</sup> DAY OF DECEMBER 2025, AT A MEETING OF THE CITY COUNCIL BY THE FOLLOWING VOTE:**

**AYES: COUNCIL MEMBERS:**

**NOES: COUNCIL MEMBERS:**

**ABSTAIN: COUNCIL MEMBERS:**

**ABSENT: COUNCIL MEMBERS:**

**ATTEST:**

**APPROVED:**

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MICHELE BIGELOW, City Clerk

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MARK TURNER, Mayor

**CERTIFICATE OF THE CITY CLERK**

**I, MICHELLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA**, do hereby certify that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

DATE: \_\_\_\_\_

\_\_\_\_\_

MICHELE BIGELOW, City Clerk

**EXHIBIT 'A'**

# Healthy Neighborhoods For All Element

Adopted XXXXX 2025



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# Introduction

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## **PURPOSE**

To identify and reduce unique and compounded health risks, increase community assets, and improve overall health.

This Healthy Neighborhoods for All Element focuses on reducing pollution exposure, improving air quality, and promoting public facilities, affordable healthy food access, safe and healthy homes, physical activity, and overall health. To better address community needs, this Element also encourages and supports inclusive public engagement in City decisions. Together, these efforts work to advance Healthy Neighborhoods across the City and improve the quality of life for all Morgan Hill community members.

Varied development patterns within a city can lead to unequal impacts in communities. Development that generates jobs and enriches a community may also increase air pollution in the surrounding communities. An absence of development can also negatively affect a community. A lack of grocery stores in a community can limit access to healthy food, which has been linked to increased obesity rates and poorer health outcomes. Communities have suffered – and continue to suffer – more from the adverse effects of varied development patterns by carrying a more significant and disproportionate burden of the associated health risks. The Healthy Neighborhoods for All Element is intended to address the imbalances in our communities.

### **Senate Bill 1000**

This Healthy Neighborhoods for All Element satisfies the statutory requirements for the Environmental Justice Element of the General Plan. Senate Bill 1000 (SB 1000), Planning for Healthy Communities Act, was adopted in

2016 which requires local governments to address pollution and other hazards that disproportionately impact low-income communities and communities of color in their jurisdiction by identifying any “disadvantaged communities” within its planning area. In place of using the State term “disadvantaged communities”, the Morgan Hill Prospera! steering committee has coined the term “Opportunity Neighborhoods”.

### **Opportunity Neighborhoods**

Opportunity Neighborhoods (formerly referred to as Communities of Concern) describes areas of the City most impacted and negatively affected by environmental burdens and associated health risks, as shown in Figure HN-1.

Healthy Neighborhoods for All ensures that people of all races, cultures, and incomes are equally and equitably valued, protected, and served. This includes policies and regulations that affect the quality of the environment, such as mobility, parks, open space, public space, public services, and use of land. This Element strives to uphold existing high-quality public spaces and amenities while creating the space for more inclusive practices that foster a Morgan Hill where all community members have equal access and opportunities, regardless of where they live in the City.

The identification of Opportunity Neighborhoods was informed by the *Healthy Neighborhoods for All Background Review*

Report and from input by the ¡Morgan Hill Prospera! steering committee.

### **Healthy Neighborhoods for All**

The City has made efforts to advance Healthy Neighborhoods for All and many related policies have already been adopted by the City Council, including recent amendments to the General Plans Housing Element, as well as policies and actions within the City and Neighborhood Form, Economic Development, Healthy Community, Transportation, Natural Resources and Environment, and Safety, Services, and Infrastructure Elements.

This Healthy Neighborhoods for All Element is specifically added into the General Plan to call out its importance but is not intended to replace other environmental justice policies throughout the General Plan and other City plans and policies. This element is rather intended to supplement already existing plans and policies.

However, despite prior efforts, more must be done. Opportunity Neighborhoods experience unique challenges, such as proximity to Highway 101, industrial uses, and heavy commercial uses; as well as unique challenges pertaining to transportation, extreme heat, and concerns of pollution.

The Healthy Neighborhoods for All Element becomes even more critical in addressing and rectifying these imbalances. Major emergency events serve as a stark reminder of the urgent need to prioritize equitable development and ensure that all communities, regardless of their development patterns, are resilient in the face of environmental challenges. To advance environmental justice issues across the City, this Element sets goals, policies, and actions categorized by the following topics:

- A. Inclusive Public Engagement in City Decisions;
- B. Pollution Exposure and Air Quality;
- C. Promoting Physical Activity;
- D. Affordable Healthy Food Access;
- E. Safe and Healthy Homes;
- F. Increase Overall Health; and
- G. Public Facilities and Infrastructure.

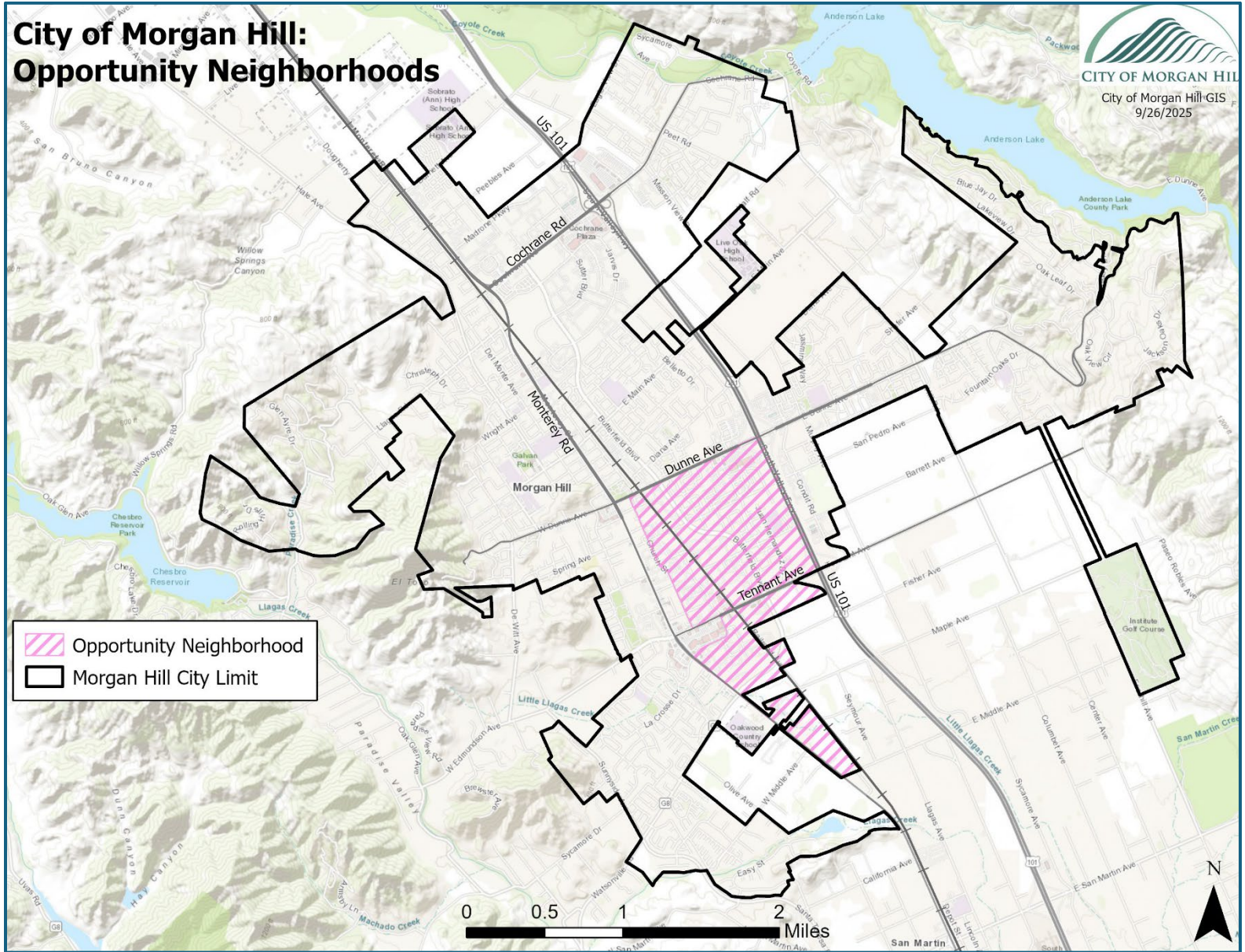
While this Element applies Citywide, special attention is needed in Opportunity Neighborhoods to advance climate, equity, and sustainability goals.

The identification of Opportunity Neighborhoods is important in terms of implementing the City’s vision of prioritizing investments in the areas of greatest need. From an environmental justice perspective, Opportunity Neighborhoods are the areas of the City with the greatest need for investments to reverse environmental injustices. Opportunity Neighborhoods are also areas that can be prioritized for federal or state funding.

Ongoing implementation and ongoing monitoring will be critical to achieving the goals of this Element. Through regular General Plan monitoring, the City will be able to report on, and make adjustments to, policies, objectives, and proposed actions based on ongoing community feedback, availability of new information, or changes in circumstances.



Figure HN-1 Opportunity Neighborhoods



# Inclusive Public Engagement in City Decisions

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**GOAL HN-1** Equitable access to decision-making, safe and welcoming civic spaces, and the resources necessary to live in healthy, connected, and empowered communities regardless of race, national origin, income, or neighborhood.

Advancing inclusive public engagement is fundamental to addressing environmental injustices within Opportunity Neighborhoods. Public input is an integral part of the decision-making process and can help highlight topics and concerns that need to be addressed, as well as offer an opportunity to expand upon issues most pressing to community members.

Building awareness around City initiatives and programming is the first step to gathering input and supporting community members in becoming familiarized with existing policies and actions, which can translate to more meaningful engagement.

Ensuring access to information and opportunities to provide feedback that will be considered as part of the planning process can establish trust between the City and community members. This is critically important in Opportunity Neighborhoods where community members are most vulnerable due to compounded health risks and where the needs are greatest. Public engagement events are opportunities to collect meaningful ideas and input and hear from a diversity of community members and affected stakeholders.

Intentional and inclusive engagement is especially critical in Opportunity Neighborhoods, where over 50-percent of the population is Hispanic or Latino, versus 34-percent Citywide, and where the population of children in Opportunity Neighborhoods is 32-percent versus 25-percent Citywide.

The General Plan contains a couple policies, as shown in Table HN-1, that promote community involvement in City decisions. The policies below build upon these policies to create additional opportunities for meaningful public input.

## Policies

**Policy HN-1.1 Trust and Transparency.** Foster trust between City staff and community members through transparency and implementing best practices to make information easily accessible.

**Policy HN-1.2 Meaningful, Relevant Engagement.** Pursue opportunities to promote engagement at evening meetings, weekend workshops, and community meetings.

**Policy HN-1.3 Community Partners.** Partner with community-based organizations on an ongoing basis to develop and implement effective outreach programs, increase opportunities for community involvement in civic processes, and build a deeper understanding of city governance within the community.

**Actions**

**Action HN-1.A Interpretation at Public Meetings.** Provide access to Spanish interpretation at public meetings, as requested.

**Action HN-1.B Translation for Public Notices.** Publish public meeting notices in English and Spanish.

**Action HN-1.C Distribution of Information.** Distribute City information to all community members such as numbers to call for city and community partner programs, housing needs, and general City information.

**Action HN-1.D Engagement.** Encourage successful engagement participation by utilizing differing social media platforms and community boards, using clear concise language on agenda items, providing alternative meeting locations, food, interpretation services, childcare, giveaways, or other methods, when warranted, that reduce or remove barriers to participation.

**Action HN-1.E Healthy Neighborhoods Promotoras.** Evaluate the need to recruit, train, and compensate resident and/or youth ambassadors from Opportunity Neighborhoods to conduct outreach, provide multilingual interpretation, and bridge gaps in obtaining community feedback.

*Table HN-1 Additional Policies and Actions in the General Plan Addressing Inclusive Public Engagement in City Decisions*

Element	Section	Policy/Action
City and Neighborhood Form	Land Use Decisions	Policy CNF-1.1 Coordinated Planning Decisions
Healthy Community	Parks, Recreation, and Trails	Policy HC-3.19 Community Involvement



## Pollution Exposure and Air Quality

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### **GOAL HN-2 Pollution reduction in Opportunity Neighborhoods with no segment of the community disproportionately burdened by environmental conditions.**

Exposure to pollution and poor air quality directly impacts physical and mental health. Scientific studies link exposure to polluting substances in air, water, and soil to a variety of health problems with short and long-term effects, such as headaches, inflammation of the nose, throat and painful breathing to asthma, heart disease, and cancer. Protecting against environmental degradation of natural resources is critical to protecting human health and wellbeing.

There are many factors that contribute to pollution exposure and poor air quality, including illegal dumping, industries, and exhaust from vehicles.

Particulate Matter 2.5 (PM2.5) are tiny particles or droplets in the air that can come from sources such as cars and trucks, industrial emissions, construction activities, wood burning, and even natural sources like dust and pollen. PM2.5 particles are small enough to travel deep into the lungs and can cause health problems when present in high concentrations, including heart and lung disease.

Exhaust from trucks, buses, trains, and other equipment with diesel engines contain a mixture of gases and solid particles. These solid particles are known as diesel particulate matter (DPM) and are a major contributor to PM2.5 pollution. Higher concentrations of DPM can often be found in urban areas with heavy traffic congestion and industrial activity where diesel-powered vehicles and equipment are prevalent.

Both PM2.5 and DPM are significant air pollutants that can have detrimental effects on human health, including respiratory and cardiovascular problems. Reducing PM2.5 and DPM is especially important for reducing pollution exposure and improving air quality for the health and well-being of community members across Morgan Hill.

As part of a comprehensive strategy, it is important to identify lands suitable for residential and prime industrial purposes. This approach is needed to achieve a sustainable and balanced future for the City, striving to enhance the overall well-being of its community members, protect the environment, and promote good jobs.

Policies to limit pollution exposure are included within the Transportation and Natural Resources and Environment Elements of the General Plan and are identified in Table HN-2. The policies in this Healthy Neighborhoods for All Element build on those policies and provide additional guidance. Together, these policies support and promote improved air quality and health outcomes.

#### **Policies**

**Policy HN-2.1 Reduce Pollution.** Strive to reduce pollution exposure and air quality issues experienced in Opportunity Neighborhoods identified in the Healthy Neighborhoods for All Background Review Report.

**Policy HN-2.2 Air Quality Monitoring.** Collaborate with the Bay Area Air Quality Management District (BAAQMD) to support the expansion of air quality monitoring efforts in Morgan Hill, prioritizing Opportunity Neighborhoods, to inform area-specific improvement actions and other Community Emissions Reduction Programs (CERPs).

**Policy HN-2.3 Land Use Compatibility.** Buffer incompatible uses within Opportunity Neighborhoods to reduce exposure to pollution and other health impacts.

### **Actions**

**Action HN-2.A Sensitive Site Protection.** Require new residential development in Opportunity Neighborhoods located within 500 feet from Highway 101 or adjacent to Butterfield Boulevard to implement appropriate measures to reduce exposure to traffic-related air pollution, including but not limited to, increased landscape buffers and setbacks, restrict outdoor common and private open space adjacent to roadways, and high-efficiency indoor air filtration.

**Action HN-2.B Heavy Duty Truck Routes.** Limit truck routes adjacent to sensitive receptors where feasible, post anti-idling signage where necessary, and coordinate targeted enforcement in Opportunity Neighborhoods through the evaluation of Chapter 10.60 (Truck Route and Parking Ordinance) of the Municipal Code in conformance with Assembly Bill 98.

**Action HN-2.C Reduce Potential Pollution Exposure.** Require new development adjacent to incompatible uses to incorporate mechanisms to reduce potential exposure to pollution, including but not limited to, buffers, setbacks, building orientation, and high-efficiency filtration.

**Action HN-2.D Zero-Emission Standards.** Evaluate and consider zero-emission standards for businesses.



*Table HN-2 Additional Policies and Actions in the General Plan Addressing Pollution Exposure and Air Quality*

Element	Section	Policy/Action
Transportation	Transportation Demand Management	Policy TR-10.5 Air Quality and Transportation Demand Management
Natural Resources and Environment	Air Quality	Policy NRE-10.1 Regional and Subregional Cooperation
		Policy NRE-10.2 State and Federal Regulation
		Policy NRE-10.4 Reduced Automobile Use
		Policy NRE-11.1 TACs and Proposed Sensitive Uses
		Policy NRE-11.2 TACs and Existing Sensitive Uses
		Policy NRE-11.3 Health Risk Assessments
		Policy NRE-12.2 Conditions of Approvals
		Policy NRE-11.6 Vegetation Buffers
		Action NRE-12.A Standard Measures for Demolition and Grading
		Policy NRE-13.1 Building Materials
		Policy NRE-13.2 Construction and Pre-Occupancy Practices
		Action NRE-13.A Building Materials Ordinance
	Action NRE-13.B Construction and Pre-Occupancy Practices Ordinance	
Energy Efficiency	Policy NRE-16.5 Energy Efficiency	



# Promoting Physical Health

## **GOAL HN-3 Geographically accessible, safe, inclusive, and active public spaces for all residents.**

People who live in Opportunity Neighborhoods in the City are more likely to suffer from diabetes, physical inactivity, and overall poor health.

Public facilities and physical activity are intertwined and play an important role in contributing to public health. Public facilities include public spaces like parks, community centers, and recreational facilities. Individuals with access to public spaces, such as safe and enjoyable parks and open spaces and safe streets for walking and biking, have more opportunities to incorporate activities into their daily lives that support physical health and overall mental well-being.

Connectivity, accessibility, and safety are important aspects of public facilities such as well-lit streets connected to everyday destinations such as schools, parks, and grocery stores. These factors significantly impact individual choices regarding walking/rolling and biking. Opportunity Neighborhoods often lack these attributes—limiting opportunities for physical activity. Investing in improving infrastructure in communities where the needs are greatest will build toward providing safe, connected, and accessible public spaces equitably and support the physical health and well-being of all Morgan Hill residents regardless of where they live in the City.

The General Plan includes policies in other Elements, as shown in Table HN-3, to advance connections, access, and safety of public facilities and promote physical activity. This Healthy Neighborhoods for All Element

provides additional guidance for promoting physical health. Together these policies support public facilities, promote physical activity, and overall well-being.

### **Policies**

**Policy HN-3.1 Affordable Recreation.** Ensure affordable access to the Centennial Recreation Center and Aquatics Center and associated programs by offering subsidized fees, expanding free or low-cost recreation activities, and partnering with healthcare and community providers to offset costs to community members.

**Policy HN-3.2 Prioritize Parks within Opportunity Neighborhoods.** Prioritize the siting of new parks and recreation facilities within Opportunity Neighborhoods that support physical health.



**Actions**

**Action HN-3.A Health and Fitness.** Provide multilingual educational information to community members regarding the availability of financial assistance and no-cost memberships for health and fitness programming and senior adult programs at the Centennial Recreation Center.

**Action HN-3.B Inclusive Parks.** Design new parks to be inclusive, equitable, and accessible for all ages, abilities, and cultural needs, while transforming existing parks to accommodate the recreational needs of all users, such as cultural programming and multilingual signage.

**Action HN-3.C Neighborhood-Serving Parks.** Review and consider revising Article I (Park Land Dedication) within Title 17 (Subdivisions) to encourage privately maintained parks remain open and accessible to the public to promote equitable access.

**Action HN-3.D Community Events and Recreation.** Expand community events and free recreation opportunities, including extended Splash Pad hours and seasonal programming at the Community and Cultural Center.

**Action HN-3.E Park Distribution.** Ensure an equal distribution of parks and park amenities within the City; strive to achieve a goal that all homes within Opportunity Neighborhoods are within one-quarter mile walking distance of at least one usable park and/or open space with amenities.

**Action HN-3.F Bicycle Racks.** Review and revise the City’s Bicycle Parking Ordinance requiring new developments provide bicycle connections to adjacent uses and install bicycle racks near building entrances to encourage cycling.



Table HN-3 Additional Policies and Actions in the General Plan Promoting Physical Health

Element	Section	Policy/Action
City and Neighborhood Form	Commercial/Industrial	Policy CNF-18.1 Vibrant Job Centers
Economic Development	Commercial Development	Policy ED-7.4 Compatible Uses in Retail Centers
Healthy Community	Parks, Recreation, and Trails	Policy HC-3.1 Universal Recreation
		Policy HC-3.10 Walking Distance
		Policy HC-3.12 Bikeways
		Policy HC-3.13 Sports Fields
		Policy HC-3.14 Streamside Trails
		Policy HC-3.21 Multiuse Facilities



# Affordable Access to Healthy Food Options

## **GOAL HN-4 Equitable access to fresh, healthy, and affordable food within a short, safe distance from home.**

Health implications due to food insecurity can have far-reaching consequences on both physical and mental well-being. It can lead to nutritional deficiencies that can hinder proper growth and development in children, chronic health conditions such as type-two diabetes and cardiovascular diseases, obesity and weight gain, complications related to maternal and child health, and can also negatively impact cognitive function. For areas that lack safe, convenient, and affordable access to healthy and fresh food options, more grocery stores, along with produce stands, community gardens, and food banks, in areas lacking access, can play a significant role in reducing food insecurity by offering better options for obtaining nutritious and affordable food.

A multifaceted policy approach can support healthy food consumption and food security. Strategies include identifying opportunities to improve availability, access and affordability to fresh and healthy food, as well as sharing information on healthy food options and nutrition education. Well-connected urban gardens, produce stands, grocery stores and quality public spaces are among the strategies that can be used to support these efforts and offer the potential to further sustainability goals; improve public health and equity through better access to fresh healthy food; promote food system security by reducing reliance on long distance supply chains; reduce the amount of energy used to transport food; and foster economic development opportunities, including micro-

enterprises. At the same time, supporting programs that expand the affordability of fresh food is crucial to making healthy food an option when faced with food insecurity.

The Healthy Community Element contains policies and actions, as shown in Table HN-4, that promote fresh and healthy food by expanding the opportunities for food carts, urban agriculture, community gardens, and residential gardens, as well as food education, particularly to residents who might otherwise have a hard time accessing high-quality fresh food.

The policies below work together to facilitate programming in both public and private spaces to advance the availability, access, and affordability of fresh fruits and vegetables to promote a healthy food system.

### **Policies**

**Policy HN-4.1 Affordable Produce.** Promote access to fresh affordable produce, such as produce stands and mobile food vendors, within Opportunity Neighborhoods.

**Policy HN-4.2 Hispanic Grocery Store.** Advocate for the siting of a Hispanic grocery store within Opportunity Neighborhoods to meet the cultural needs of the area.

**Policy HN-4.3 Healthy Food Literacy.** Increase healthy food literacy and provide resources to community members through collaboration with the County of Santa Clara Public Health Department, schools, community groups, and other partners.



## Actions

**Action HN-4.A Fresh Produce Sales and Cultivation.** Amend the Zoning Code to permit flexibility for the sale and cultivation of fresh affordable produce via permanent produce stands, mobile produce vendors, community gardens, and urban farming.

**Action HN-4.B Food Banks.** Support the efforts of local organizations to expand the reach of food bank and pantry distribution centers by extending operating hours and facilitating the siting of new locations within Opportunity Neighborhoods.

**Action HN-4.C Senior Nutrition Program.** Continue to sustain the Senior Nutrition Program, providing free lunch to low-income seniors.

**Action HN-4.D Health and Wellness Education.** Encourage the County of Santa Clara Public Health Department to provide multilingual health education such as wellness classes, nutrition education, healthy cooking classes, as well as to raise awareness of healthy habits and other current public health concerns within Morgan Hill.

Table HN-4 Additional Policies and Actions in the General Plan Addressing Affordable Access to Healthy Food Options

Element	Section	Policy/Action
Healthy Community	Healthy Foods	Policy HC-6.1 Garden Partnerships
		Policy HC-6.2 School Gardens
		Policy HC-6.3 Zoning
		Policy HC-6.4 Open Space Requirements
		Policy HC-6.5 Food Education
		Policy HC-6.6 Residential Gardens
		Policy HC-6.7 Agricultural Retention
		Policy HC-6.8 School Wellness
		Action HC-6.A Open Space
		Action HC-6.B Identify Sites
		Action HC-6.C Zoning
		Action HC-6.D Home Gardens
		Action HC-6.E Produce Carts



# Safe and Healthy Homes

## **GOAL HN-5 Safe, affordable, and stable housing for people to thrive in their communities regardless of race, national origin, income, or neighborhood**

Homes designed, constructed, and maintained to promote the physical, mental, and social well-being of occupants offer many benefits, including stability, reduced stress, and good health. Children raised in safe and healthy environments tend to have better opportunities for physical and cognitive development. Access to clean air, natural light and stimulating surroundings positively influences a child’s growth and learning capabilities. Location, quality, and affordability of homes also play a role in fostering comfortable and secure living environments for all ages.

The Child Opportunity Index measures neighborhood resources and conditions that affect childhood development. The index has neighborhood-level indicators including access and quality of early childhood education, high-quality schools, green space, healthy food, toxin-free environments and socioeconomic resources as shown on Figure HN-2.

Rising housing costs and lack of affordable homes is a cause of housing insecurity. Households that spend 30 percent or more of their income on housing costs are considered housing-burdened, and those that spend 50 percent, or more are significantly housing burdened. Households that are housing-burdened have fewer financial resources for food, healthcare, and other basic needs.

Within the City, 22 percent of households are housing burdened, and 15 percent are significantly housing burdened. However, renters are more cost-burdened than owners,

with over 25 percent being housing burdened and nearly 24 percent being significantly housing burdened.

Access to safe housing that is sustainable to maintain with an individual’s living wage offers economic stability and community stability. People who live in affordable, secure, and well-maintained homes are more likely to be productive in their personal and professional lives.

The benefits of safe and healthy housing extend beyond the immediate inhabitants. As generations grow up in such environments, they are more likely to carry forward healthier lifestyles and contribute successfully to their communities. The Housing Element sets goals, policies, and actions to guide the development of homes. The Housing Element addresses housing concerns relating to home location, home quality, and home affordability. Several Housing Element policies and actions that address environmental justice issues, such as substandard living conditions and affordable housing preservation, as identified in Table HN-5.

### **Policies**

<b>Policy HN-5.1</b>	<b>Promote Affordable Housing.</b>	<b>Promote</b>
	development of subsidized and affordable housing across affordable income categories.	

**Policy HN-5.2 Anti-Displacement and Tenant Protections.**

Implement anti-displacement strategies and tenant protections in all neighborhoods.

**Policy HN-5.3 Healthy Homes.** Partner with the County of Santa Clara Public Health Department and community organizations to promote safe, sanitary, and healthy housing practices.

**Actions**

**Action HN-5.A Mobile Home Rent Stabilization Ordinance.**

Review and update, where appropriate, the Mobile Home Rent Stabilization Ordinance within Chapter 5.36 (Mobile Home Park Rents) of the Municipal Code to protect mobile home park residents from sudden rent increases and ensure affordable housing options.

**Action HN-5.B Tenant Protection.**

Evaluate existing City tenant protection programs, conduct a feasibility analysis, and develop a new program to protect tenants through legal assistance, prevent foreclosures, provide rental assistance, or enforce fair housing laws consistent with Metropolitan Transportation Commission (MTC) Transit-Oriented Communities (TOC) policy.

**Action HN-5.C Healthy Homes Filtration.**

Explore the feasibility of a program to provide residents within Opportunity Neighborhoods with air purifiers or the resources to retrofit their homes to filter air contaminants inside their homes.



Figure HN-2 Child Opportunity Levels

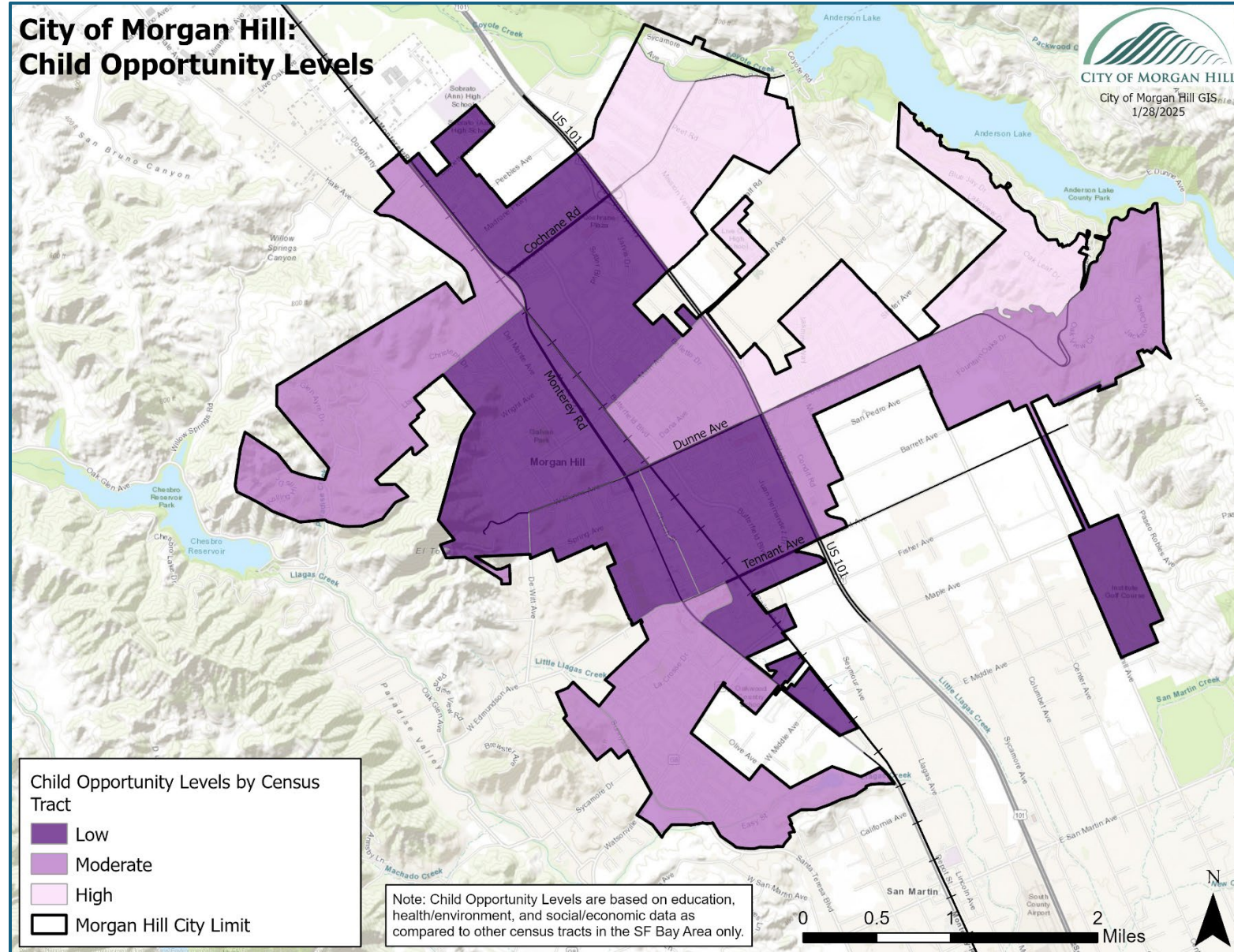


Table HN-5 Additional Policies and Actions in the General Plan Addressing Safe and Healthy Homes

Element	Section/Goal	Policy/Action
Housing	Goal 1. Provide a diversified housing stock to meet the full range of future community housing needs	Policy HE-1.4 Market Rate Developments
		Policy HE-1.17 Relocation Assistance
		Policy HE-1.18 Rental Assistance Programs
	Goal 2: Encourage Extremely Low-Income (ELI) housing production, increasing availability of affordable and workforce housing	Policy HE-2.4 Programs Providing Extremely Low-, Very Low-, and Low-Income Housing
		Policy HE-2.14 Support Farmworker Housing
		Policy HE-2.15 Farm Worker Housing Advocacy
	Goal 3: Advance equity and inclusion throughout the City	Policy HE-3.1 Increase Affordable Housing Opportunities
		Policy HE-3.2 Displacement
		Policy HE-3.4 Fair Housing Education
		Action HE-3.T Elevate Morgan Hill
	Goal 4: Preserve and rehabilitate existing housing supply	Policy HE-4.7 Rehabilitation Loan Programs
		Policy HE-4.10 Preserve Existing Mobile Home Parks
		Policy HE-4.11 Rent Stabilization Ordinance
		Policy HE-4.12 Rehabilitation and Sustainability
		Action HE-4.B Preserve Affordable Housing
		Action HE-4.C Rehabilitation
	Goal 6: Provide adequate housing for groups with special needs	Policy HE-6.11 Emergency Home Repairs and Accessibility Retrofits

# Increase Overall Health

## **GOAL HN-6 Equitable access to physical activity, recreation, and wellness opportunities for all residents, especially within Opportunity Neighborhoods.**

Overall health is shaped by the interplay of physical, mental, and social well-being, and is deeply influenced by the environments in which people live, work, and play. In Morgan Hill, residents of Opportunity Neighborhoods face compounded health risks due to factors such as limited access to medical care, fewer safe and affordable recreation opportunities, higher exposure to extreme heat, and transportation barriers that make it harder to reach essential services. These inequities contribute to disparities in chronic disease rates, mental health outcomes, and life expectancy.

Improving overall health requires a holistic approach that addresses both the conditions that cause illness and the resources that promote wellness. This includes ensuring that all residents—regardless of race, income, or neighborhood—can access preventive healthcare, culturally relevant health education, safe spaces for physical activity, and reliable transportation to medical and wellness services.

Environmental conditions also play a critical role. Extreme heat events, for example, disproportionately affect residents in areas with limited tree canopy and shade, increasing the risk of heat-related illness. Similarly, landscaping choices can either exacerbate or alleviate respiratory conditions such as asthma and allergies. Integrating health considerations into land use, transportation, and urban design decisions can help reduce these risks and create healthier, more resilient neighborhoods.

Partnerships with healthcare providers, schools, community-based organizations, and public agencies are essential to delivering health services and education in ways that are accessible, multilingual, and culturally responsive. Mobile clinics, micro-transit programs, and neighborhood-based outreach can bridge gaps in service delivery, particularly for residents who face mobility, cost, or language barriers.

Prioritizing equitable access to health resources can help reduce preventable illness, improve quality of life, and strengthen community resilience. The policies and actions in this section aim to ensure that every Morgan Hill resident has the opportunity to live a healthy life—supported by the built environment, informed by accessible health education, and sustained by strong community connections.

Several Healthy Community and Transportation Element policies and actions address healthy living and overall health, as identified in Table HN-6; the policies below expand on these policies to promote wellness.

### **Policies**

**Policy HN-6.1 Health Advocacy.** Advocate for community members health and increase health awareness through multilingual health education materials.

**Policy HN-6.2 Medical Siting.** Encourage siting of medical clinics, mobile medical clinics, and mobile dental clinics within Opportunity Neighborhoods.

**Policy HN-6.3 Transit Access.** Advocate for increased transit access connecting community members to alternative transportation to medical appointments, grocery stores, and recreation.

**Policy HN-6.4 Urban Heat.** Require new development, and pursue funding for existing areas of the City, to accommodate street trees or other shade coverage along key pedestrian and bicycle routes and near transit stops.

## Actions

**Action HN-6.A Overall Health Education.** Partner with the County of Santa Clara Public Health Department to provide multilingual health education materials, through newsletters, community boards, newspaper, and other mechanisms, regarding asthma, allergies, nutrition, overall health, and other current public health concerns within Morgan Hill, including resources for mental health services, substance use services, and suicide prevention.

**Action HN-6.B Mobile Clinics.** Review and, if warranted, amend the Municipal Code to allow mobile preventative health and dental care clinics.

**Action HN-6.C Asthma-Friendly Landscaping.** Evaluate and consider revising Chapter 18.64 (Landscaping) of the Zoning Code, and other landscaping policies, to prioritize asthma-friendly plant species.

**Action HN-6.D Transit and Micro-Transit Access.** Pursue funding for a revived MoGo-style micro-transit program, or alternative service model program, to provide first/last-mile service.

**Action HN-6.E Extreme Heat Mitigation.** Increase urban tree canopy, shaded areas, and open space within heat-vulnerable communities, especially in Opportunity Neighborhoods, to mitigate extreme heat and improve health outcomes, prioritizing heat-exposed sidewalks, transit stops, parks, and multi-family housing.



Table HN-6 Additional Policies and Actions in the General Plan Addressing Overall Health

Element	Section	Policy/Action
Healthy Community	Schools	Policy HC-1.7 Neighborhood Activities
	Youth and Seniors	Policy HC-2.6 Healthy Kids
		Policy HC-2.7 Underage Tobacco Access
		Policy HC-2.8 Underage Alcohol Access
	Access to Health Care	Policy HC-7.1 Mental Health
		Policy HC-7.3 Transit
Action HC-7.A Medical Zoning		
Transportation	Transit	Policy TR-6.11 Transit for a Healthy and Active Community
	Bikeways	Policy TR-8.1 Bikeways for All Abilities
	Pedestrian Network	Policy TR-9.2 Walking as an Alternate Mode



# Public Facilities and Infrastructure

**GOAL HN-7** Safe, well-maintained, and accessible public spaces, facilities, and infrastructure that support active lifestyles and community well-being.

Infrastructure is not just the physical structures that surround us, it is the essential fabric that connects us to opportunity. Community members drive down roads and wait at transit stops, walk down sidewalks to drop their children off at school, meet with friends and family in parks, borrow books and media from the Morgan Hill library and pass under streetlights. When infrastructure is high quality, located where it is needed, and well-maintained, community members can access economic opportunities, use essential services, and deepen social connections, resulting in healthy and stable communities. Infrastructure lays the foundation for safe, healthy, and connected communities.

Public infrastructure is funded through a variety of funding sources such as the City infrastructure fund, General Fund, grants, development impact fees, and other funding sources. Funding and prioritizing public facilities equitably are critical to advancing Opportunity Neighborhoods and improving access for Morgan Hill residents of all ages and abilities.

The Healthy Community and Transportation Element contains policies and actions, as shown in Table HN-7, that encourage innovative partnerships, funding, and development programs to maintain and develop parks and recreation that current and future residents of all ages, incomes, and mobility levels can conveniently access as the community grows. The policies in this section builds upon the Healthy Communities and Transportation Elements.

## Policies

**Policy HN-7.1 Active Transportation Network.** Implement an active transportation network that links residential uses with schools, shopping, entertainment, recreation, transit, and employment centers, and addresses traffic congestion and safety barriers that limit pedestrian and cycling access to parks and community services.

**Policy HN-7.2 New Public Amenities.** Prioritize and allocate new public amenities in Opportunity Neighborhoods.



## Actions

**Action HN-7.A Safe and Active Transportation.** Pursue funding to improve pedestrian and bicycle infrastructure, including sidewalks, lighting, and traffic calming, to promote safe and active transportation as identified in the Transportation Master Plan and the Comprehensive Safety Action Plan, prioritizing Opportunity Neighborhoods.

**Action HN-7.B Safe Routes to Schools.** Partner with Morgan Hill Unified School District to implement and expand “Safe Routes to Schools”, including trails and bike infrastructure connecting Opportunity Neighborhoods to schools.

**Action HN-7.C Lighting in Public Spaces.** Review and revise lighting standards for sidewalks, trails, parks, and public and private spaces to ensure they are well-lit to enhance comfort and usability as a community safety initiative.

**Action HN-7.D Physical Fitness Park Amenities.** Provide public amenities that promote free opportunities for physical fitness, including but not limited to, community gardens, outdoor exercise equipment in parks, and shade structures.

**Action HN-7.E Community Schoolyards.** Work with the Morgan Hill Unified School District to utilize school playgrounds as “community schoolyards” outside of school hours.



*Table HN-7 Additional Policies and Actions in the General Plan Addressing Public Facilities and Infrastructure*

Element	Section	Policy/Action
Healthy Community	Parks, Recreation, and Trails	Policy HC-3.1 Universal Recreation
		Policy HC-3.3 Park Land Fees
		Policy HC-3.8 Private Open Space
		Policy HC-3.9 Open Space Requirements
		Policy HC-3.10 Walking Distance
		Policy HC-3.11 Conservation Coordination
		Policy HC-3.12 Bikeways
		Policy HC-3.13 Sports Fields
		Policy HC-3.14 Streamside Trails
		Policy HC-3.15 County Parkland
		Policy HC-3.16 Greenbelt Areas
		Policy HC-3.21 Multiuse Facilities
		Policy HC-3.22 School Coordination
		Policy HC-3.24 Parkland Acquisition
		Policy HC-3.25 Partnerships
		Policy HC-3.28 Funding
Transportation	Bikeways	Action HC-3.F Pursue Funding
		Action HC-3.N El Toro Trails
		Policy TR-8.10 Safe Routes to Schools





# Healthy

# Neighborhoods for All

# Element

City Council  
December 3, 2025



# Why are we doing this?

## Senate Bill 1000 (Environmental Justice)

- Address pollution and other hazards disproportionately impacting low-income communities and communities of color
- Identify “disadvantaged communities”
- Must address 8 different topics:
  - Promote civic engagement
  - Reduce pollution exposure
  - Promote physical activity
  - Promote food access
  - Promote safe and sanitary homes
  - Reduce unique or compounded health risks
  - Promote public facilities
  - Prioritize the needs of “disadvantaged communities”

# Healthy Neighborhoods for All

## What is Healthy Neighborhoods for All?

- A **plan** to ensure **everyone** has the right to **clean air, water,** and a **healthy environment**
- No group of people should have more pollution risk than others
- **Communities** should **have a say** in making their neighborhoods better
- This plan will be part of the future for Morgan Hill (2035 General Plan)

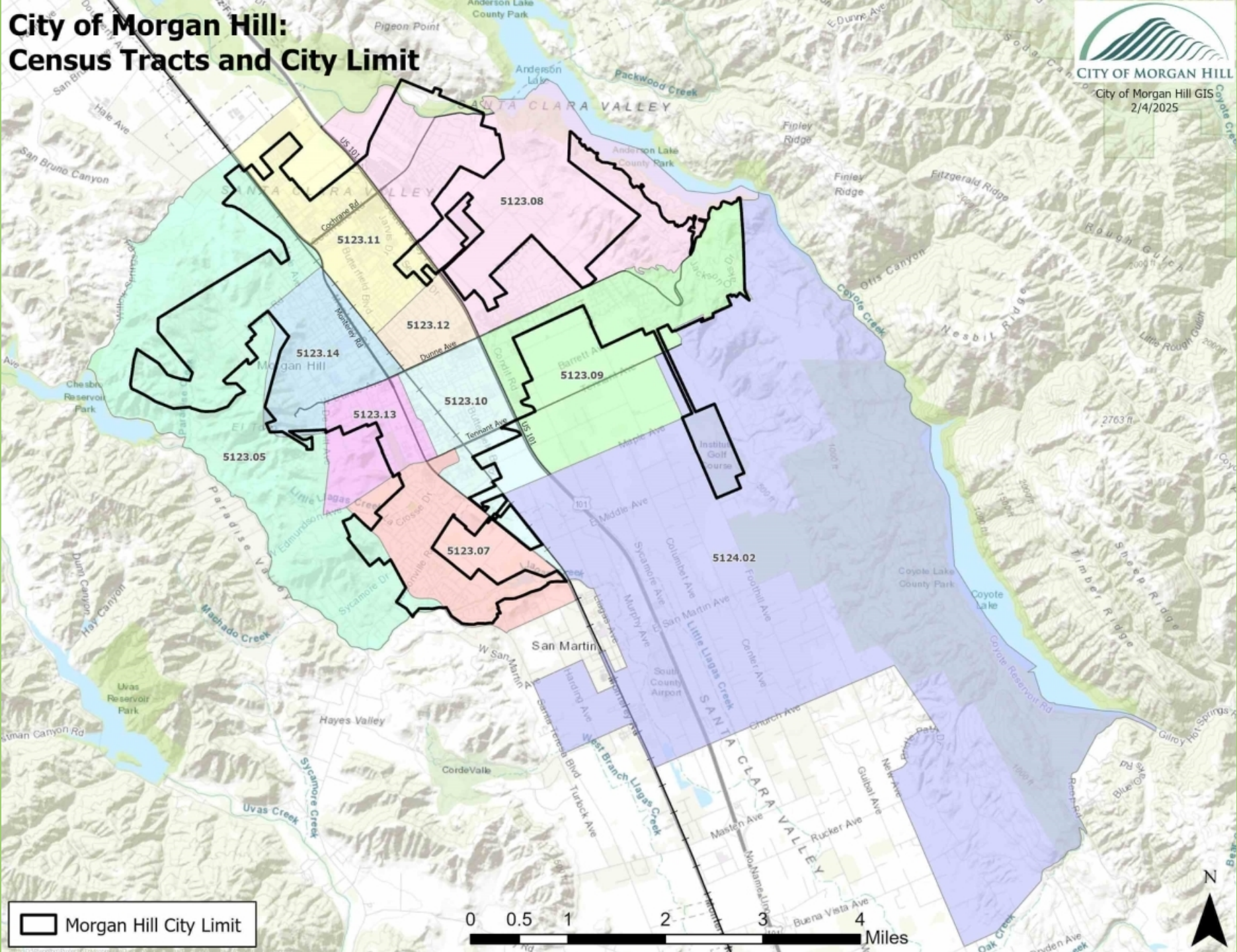



# HEALTHY Neighborhoods For All

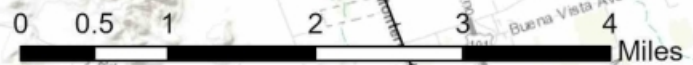
Background Review Report  
March 2025



# City of Morgan Hill: Census Tracts and City Limit



 Morgan Hill City Limit



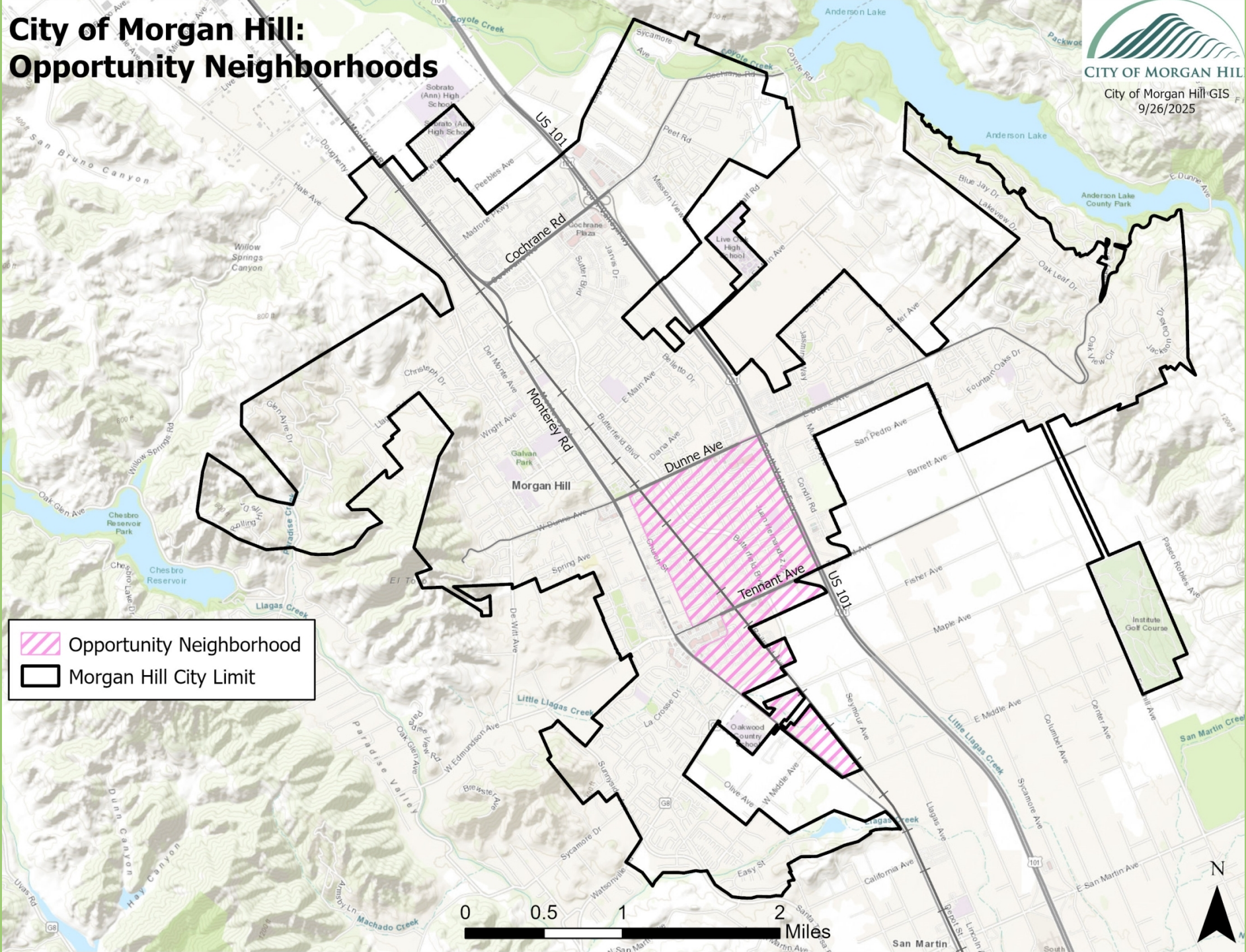
# Opportunity Neighborhoods



## Indicators by Census Tract



Indicators by Census Tract	5123.05	5123.07	5123.08	5123.09	5123.10	5123.11	5123.12	5123.13	5123.14	5124.02
Low Income					X			X	X	
Income Inequality					X	X				X
Mostly Hispanic					X			X	X	
Low Child Opportunity Levels					X	X		X	X	X
Low Education Attainment					X	X		X	X	X
Lower Life Expectancy					X	X			X	
Lead Risk								X	X	X
Asthma		X			X		X	X		
Diabetes		X			X					X
Stroke		X			X					X
Heart Disease		X		X	X					X
Obesity		X			X			X	X	X
Teeth Lost		X			X			X	X	
Population who Smokes		X			X			X	X	X
Poor Health					X			X	X	X
Lack of Health Insurance					X			X	X	X
Low Health Visits					X			X	X	
Diesel Particulate Matter					X	X	X			
Traffic Density			X	X		X	X			
Groundwater Threats					X					
Impaired Water Bodies	X									X
Hazardous Waste Facilities					X	X				
Cleanup & Solid Waste Sites					X	X				X
Pesticide Use			X	X		X				X
Lack of Parks/Facilities	X		X	X	X					
Unhealthy Food Options					X	X		X	X	
Food Stamp Assistance					X			X		X
Housing Cost Burden					X					
Substandard Housing					X	X		X	X	
Barriers to Engagement					X			X	X	X
Lack of Digital Access					X				X	
Flood Zones		X			X			X	X	
Fire Hazard	X		X	X						
Lack of Tree Canopy					X	X				
<b>TOTAL INDICATORS</b>	<b>3</b>	<b>8</b>	<b>4</b>	<b>5</b>	<b>29</b>	<b>12</b>	<b>3</b>	<b>17</b>	<b>17</b>	<b>16</b>

# City of Morgan Hill: Opportunity Neighborhoods



 Opportunity Neighborhood  
 Morgan Hill City Limit

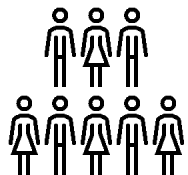
# HEALTHY Neighborhoods For All

## Outreach and Engagement Summary August 2025



# Summary of Engagement

	# of events		# of people engaged
	<b>6</b>	Pop-Up Events	176
	<b>23</b>	Community Events	577
	<b>27</b>	Visioning Workshops	749
	<b>3</b>	iMorgan Hill Prospera!	27



**59 events reaching a total of 1,529 community members**



# Healthy Neighborhoods For All Element

Adopted XXXXX 2025



# Inclusive Public Engagement in City Decisions

**GOAL HN-1** Equitable access to decision making, safe and welcoming civic spaces, and the resources necessary to live in healthy, connected, and empowered communities regardless of race, national origin, income, or neighborhood.

**Policy HN-1.1** Trust and Transparency. Foster trust between City staff and community members through transparency and implementing best practices to make information easily accessible.

**Policy HN-1.2** Meaningful, Relevant Engagement. Pursue opportunities to promote engagement at evening meetings, weekend workshops, and community meetings.

**Policy HN-1.3** Community Partners. Partner with community-based organizations on an ongoing basis to develop and implement effective outreach programs, increase opportunities for community involvement in civic processes, and build a deeper understanding of city governance within the community.

- **Action HN-1.A Interpretation at Public Meetings.** Provide access to Spanish interpretation at public meetings, as requested.
- **Action HN-1.B Translation for Public Notices.** Publish public meeting notices in English and Spanish.
- **Action HN-1.C Distribution of Information.** Distribute City information to all community members such as numbers to call for city and community partner programs, housing needs, and general City information.
- **Action HN-1.D Engagement.** Encourage successful engagement participation by utilizing differing social media platforms and community boards, using clear concise language on agenda items, providing alternative meeting locations, food, interpretation services, childcare, giveaways, or other methods, when warranted, that reduce or remove barriers to participation.
- **Action HN-1.E Healthy Neighborhoods Promotoras.** Evaluate the need to recruit, train, and compensate resident and/or youth ambassadors from Opportunity Neighborhoods to conduct outreach, provide multilingual interpretation, and bridge gaps in obtaining community feedback.

# Pollution Exposure and Air Quality

**GOAL HN-2** Pollution reduction in Opportunity Neighborhoods with no segment of the community disproportionately burdened by environmental conditions.

**Policy HN-2.1** **Reduce Pollution.** Strive to reduce pollution exposure and air quality issues experienced in Opportunity Neighborhoods identified in the Healthy Neighborhoods for All Background Review Report.

**Policy HN-2.2** **Air Quality Monitoring.** Collaborate with the Bay Area Air Quality Management District (BAAQMD) to support the expansion of air quality monitoring efforts in Morgan Hill, prioritizing Opportunity Neighborhoods, to inform area-specific improvement actions and other Community Emissions Reduction Programs (CERPs).

**Policy HN-2.3** **Land Use Compatibility.** Buffer incompatible uses within Opportunity Neighborhoods to reduce exposure to pollution and other health impacts.

- **Action HN-2.A Sensitive Site Protection.** Require new residential development in Opportunity Neighborhoods located within 500 feet from Highway 101 or adjacent to Butterfield Boulevard to implement appropriate measures to reduce exposure to traffic related air pollution, including but not limited to, increased landscape buffers and setbacks, restrict outdoor common and private open space adjacent to roadways, and high efficiency indoor air filtration.
- **Action HN-2.B Heavy Duty Truck Routes.** Limit truck routes adjacent to sensitive receptors where feasible, post anti idling signage where necessary, and coordinate targeted enforcement in Opportunity Neighborhoods through the evaluation of Chapter 10.60 (Truck Route and Parking Ordinance) of the Municipal Code in conformance with Assembly Bill 98.
- **Action HN-2.C Reduce Potential Pollution Exposure.** Require new development adjacent to incompatible uses to incorporate mechanisms to reduce potential exposure to pollution, including but not limited to, buffers, setbacks, building orientation, and high efficiency filtration.
- **Action HN-2.D Zero Emission Standards.** Evaluate and consider zero-emission standards for businesses.

# Promoting Physical Health

GOAL HN-3		Geographically accessible, safe, inclusive, and active public spaces for all residents.	
<b>Policy HN-3.1</b>	<b>Affordable Recreation.</b>	Ensure affordable access to the Centennial Recreation Center and Aquatics Center and associated programs by offering subsidized fees, expanding free or low cost recreation activities, and partnering with healthcare and community providers to offset costs to community members.	<ul style="list-style-type: none"> <li>• <b>Action HN-3.A Health and Fitness.</b> Provide multilingual educational information to community members regarding the availability of financial assistance and no-cost memberships for health and fitness programming and senior adult programs at the Centennial Recreation Center.</li> <li>• <b>Action HN-3.B Inclusive Parks.</b> Design new parks to be inclusive, equitable, and accessible for all ages, abilities, and cultural needs, while transforming existing parks to accommodate the recreational needs of all users, such as cultural programming and multilingual signage.</li> <li>• <b>Action HN-3.C Neighborhood-Serving Parks.</b> Review and consider revising Article I (Park Land Dedication) within Title 17 (Subdivisions) to encourage privately maintained parks remain open and accessible to the public to promote equitable access.</li> <li>• <b>Action HN-3.D Community Events and Recreation.</b> Expand community events and free recreation opportunities, including extended Splash Pad hours and seasonal programming at the Community and Cultural Center.</li> <li>• <b>Action HN-3.E Park Distribution.</b> Ensure an equal distribution of parks and park amenities within the City; strive to achieve a goal that all homes within Opportunity Neighborhoods are within one-quarter mile walking distance of at least one usable park and/or open space.</li> <li>• <b>Action HN-3.F Bicycle Racks.</b> Review and revise the City’s Bicycle Parking Ordinance requiring new developments provide bicycle connections to adjacent uses and install bicycle racks near building entrances to encourage cycling.</li> </ul>
<b>Policy HN-3.2</b>	<b>Prioritize Parks within Opportunity Neighborhoods.</b>	Prioritize the siting of new parks and recreation facilities within Opportunity Neighborhoods that support physical health.	

# Affordable Access to Healthy Food Options

<b>GOAL HN-4</b>	<b>Equitable access to fresh, healthy, and affordable food within a short, safe distance from home.</b>	
<b>Policy HN-4.1</b>	<b>Affordable Produce.</b> Promote access to fresh affordable produce, such as produce stands and mobile food vendors, within Opportunity Neighborhoods.	<ul style="list-style-type: none"><li>• <b>Action HN-4.A Fresh Produce Sales and Cultivation.</b> Amend the Zoning Code to permit flexibility for the sale and cultivation of fresh affordable produce via permanent produce stands, mobile produce vendors, community gardens, and urban farming.</li><li>• <b>Action HN-4.B Food Banks.</b> Support the efforts of local organizations to expand the reach of food bank and pantry distribution centers by extending operating hours and facilitating the siting of new locations within Opportunity Neighborhoods.</li><li>• <b>Action HN-4.C Senior Nutrition Program.</b> Continue to sustain the Senior Nutrition Program, providing free lunch to low-income seniors.</li><li>• <b>Action HN-4.D Health and Wellness Education.</b> Encourage the County of Santa Clara Public Health Department to provide multilingual health education such as wellness classes, nutrition education, healthy cooking classes, as well as to raise awareness of healthy habits and other current public health concerns within Morgan Hill.</li></ul>
<b>Policy HN-4.2</b>	<b>Hispanic Grocery Store.</b> Advocate for the siting of a Hispanic grocery store within Opportunity Neighborhoods to meet the cultural needs of the area.	
<b>Policy HN-4.3</b>	<b>Healthy Food Literacy.</b> Increase healthy food literacy and provide resources to community members through collaboration with the County of Santa Clara Public Health Department, schools, community groups, and other partners.	

# Safe and Healthy Homes

**GOAL HN-5** Safe, affordable, and stable housing for people to thrive in their communities regardless of race, national origin, income, or neighborhood

**Policy HN-5.1** Promote Affordable Housing. Promote development of subsidized and affordable housing across affordable income categories.

**Policy HN-5.2** Anti-Displacement and Tenant Protections. Implement anti displacement strategies and tenant protections in all neighborhoods.

**Policy HN-5.3** Healthy Homes. Partner with the County of Santa Clara Public Health Department and community organizations to promote safe, sanitary, and healthy housing practices.

- **Action HN-5.A Mobile Home Rent Stabilization Ordinance.** Review and update, where appropriate, the Mobile Home Rent Stabilization Ordinance within Chapter 5.36 (Mobile Home Park Rents) of the Municipal Code to protect mobile home park residents from sudden rent increases and ensure affordable housing options.
- **Action HN-5.B Tenant Protection.** Evaluate existing City tenant protection programs, conduct a feasibility analysis, and develop a new program to protect tenants through legal assistance, prevent foreclosures, provide rental assistance, or enforce fair housing laws consistent with Metropolitan Transportation Commission (MTC) Transit-Oriented Communities (TOC) policy.
- **Action HN-5.C Healthy Homes Filtration.** Explore the feasibility of a program to provide residents within Opportunity Neighborhoods with air purifiers or the resources to retrofit their homes to filter air contaminants inside their homes.

# Increase Overall Health

**GOAL HN-6**      **Equitable access to physical activity, recreation, and wellness opportunities for all residents, especially within Opportunity Neighborhoods.**

**Policy HN-6.1**      **Health Advocacy.** Advocate for community members health and increase health awareness through multilingual health education materials.

**Policy HN-6.2**      **Medical Siting.** Encourage siting of medical clinics, mobile medical clinics, and mobile dental clinics within Opportunity Neighborhoods.

**Policy HN-6.3**      **Transit Access.** Advocate for increased transit access connecting community members to alternative transportation to medical appointments, grocery stores, and recreation.

**Policy HN-6.4**      **Urban Heat.** Require new development, and pursue funding for existing areas of the City, to accommodate street trees or other shade coverage along key pedestrian and bicycle routes and near transit stops.

- **Action HN-6.A Overall Health Education.** Partner with the County of Santa Clara Public Health Department to provide multilingual health education materials, through newsletters, community boards, newspaper, and other mechanisms, regarding asthma, allergies, nutrition, overall health, and other current public health concerns within Morgan Hill, including resources for mental health services, substance use services, and suicide prevention.
- **Action HN-6.B Mobile Clinics.** Review and, if warranted, amend the Municipal Code to allow mobile preventative health and dental care clinics.
- **Action HN-6.C Asthma-Friendly Landscaping.** Evaluate and consider revising Chapter 18.64 (Landscaping) of the Zoning Code, and other landscaping policies, to prioritize asthma-friendly plant species.
- **Action HN-6.D Transit and Micro-Transit Access.** Pursue funding for a revived MoGo style micro-transit program, or alternative service model program, to provide first/last mile service.
- **Action HN-6.E Extreme Heat Mitigation.** Increase urban tree canopy, shaded areas, and open space within heat-vulnerable communities, especially in Opportunity Neighborhoods to mitigate extreme heat and improve health outcomes, prioritizing heat exposed sidewalks, transit stops, parks, and multi-family housing.

# Public Facilities and Infrastructure

**GOAL HN-7** Safe, well-maintained, and accessible public spaces, facilities, and infrastructure that support active lifestyles and community well-being.

**Policy HN-7.1** **Active Transportation Network.** Implement an active transportation network that links residential uses with schools, shopping, entertainment, recreation, transit, and employment centers, and addresses traffic congestion and safety barriers that limit pedestrian and cycling access to parks and community services.

**Policy HN-7.2** **New Public Amenities.** Prioritize and allocate new public amenities in Opportunity Neighborhoods.

- **Action HN-7.A Safe and Active Transportation.** Pursue funding to improve pedestrian and bicycle infrastructure, including sidewalks, lighting, and traffic calming, to promote safe and active transportation as identified in the Transportation Master Plan and the Comprehensive Safety Action Plan, prioritizing Opportunity Neighborhoods.
- **Action HN-7.B Safe Routes to Schools.** Partner with Morgan Hill Unified School District to implement and expand “Safe Routes to Schools”, including trails and bike infrastructure connecting Opportunity Neighborhoods to schools.
- **Action HN-7.C Lighting in Public Spaces.** Review and revise lighting standards for sidewalks, trails, parks, and public and private spaces to ensure they are well lit to enhance comfort and usability as a community safety initiative.
- **Action HN-7.D Physical Fitness Park Amenities.** Provide public amenities that promote free opportunities for physical fitness, including but not limited to, community gardens, outdoor exercise equipment in parks, and shade structures.
- **Action HN-7.E Community Schoolyards.** Work with the Morgan Hill Unified School District to utilize school playgrounds as “community schoolyards” outside of school hours.

# Healthy Neighborhoods for All

## Recommendation

1. Open/Close Public Hearing; and
2. Adopt Resolution to add the Healthy Neighborhoods for All Element to the Morgan Hill 2035 General Plan.

## Findings

1. The proposed amendment meets the letter and intent of the general plan goals and policies

# Questions?



# Barrios Saludables Para Todos

City Council  
3 de diciembre de 2025



# ¿Por qué hacemos esto?

## Proyecto de ley 1000 del Senado (Justicia ambiental)

- Abordar la contaminación y otros peligros que afectan desproporcionadamente a las comunidades de bajos ingresos y a las comunidades de color
- Identificar las comunidades desfavorecidas
- Debe abordar ocho temas diferentes:
  - Promover la participación ciudadana
  - Reducir la exposición a la contaminación
  - Promover la actividad física
  - Promover el acceso a los alimentos
  - Promover viviendas seguras e higiénicas
  - Reducir los riesgos para la salud únicos o complejos
  - Promover las instalaciones públicas
  - Priorizar las necesidades de las comunidades desfavorecidas

# Barrios Saludables Para Todos

## ¿Qué es Barrios Saludables para Todos?

- Un **plan** para garantizar que **todos** tengan derecho a aire **limpio, agua y un medio ambiente sano**.
- Ningún grupo de personas debería tener mayor riesgo de contaminación que otros.
- Las **comunidades** deberían tener voz y voto para mejorar sus vecindarios.
- Este plan formará parte del futuro de Morgan Hill (Plan General 2035).

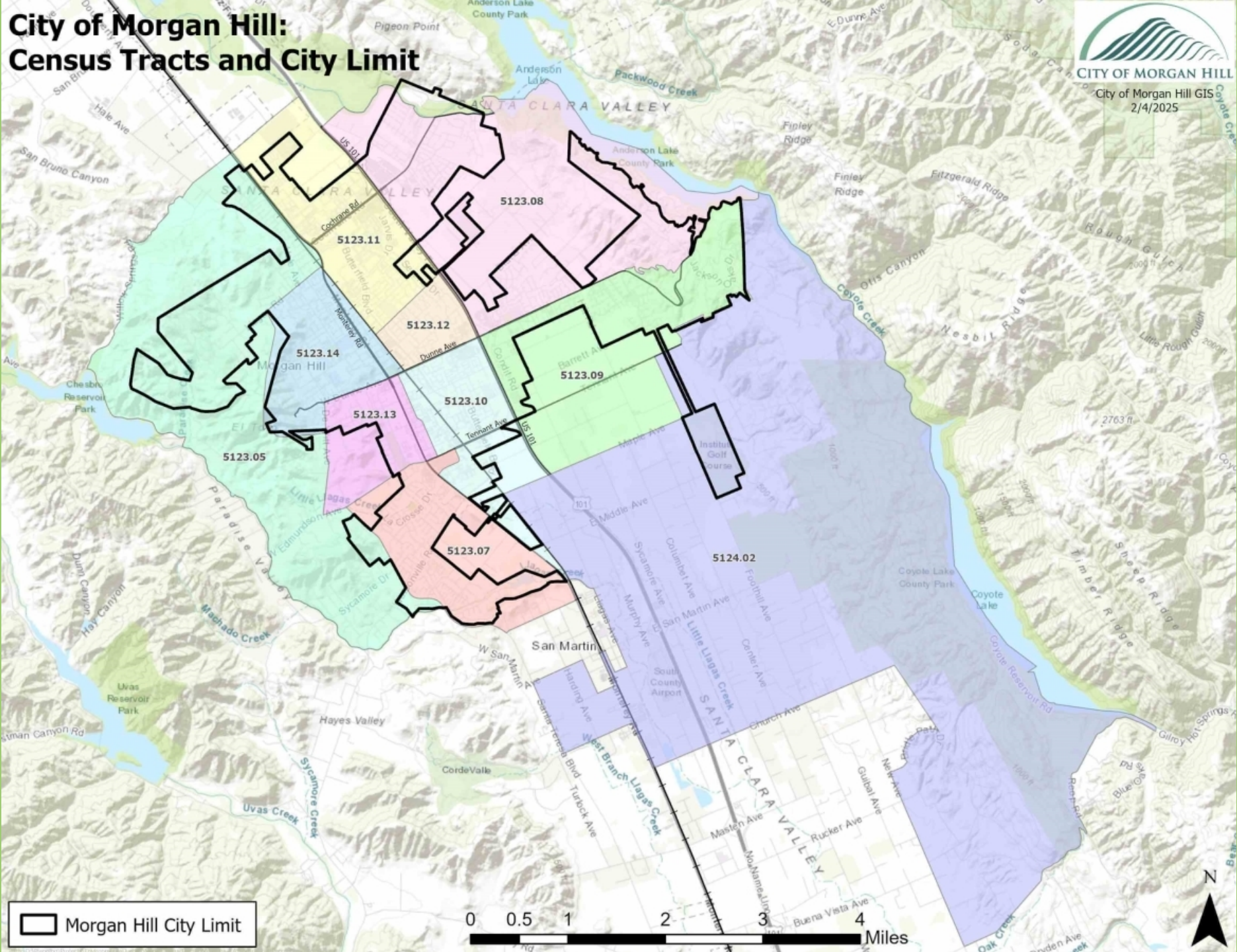



# HEALTHY Neighborhoods For All

Background Review Report  
March 2025



# City of Morgan Hill: Census Tracts and City Limit



 Morgan Hill City Limit

0 0.5 1 2 3 4 Miles



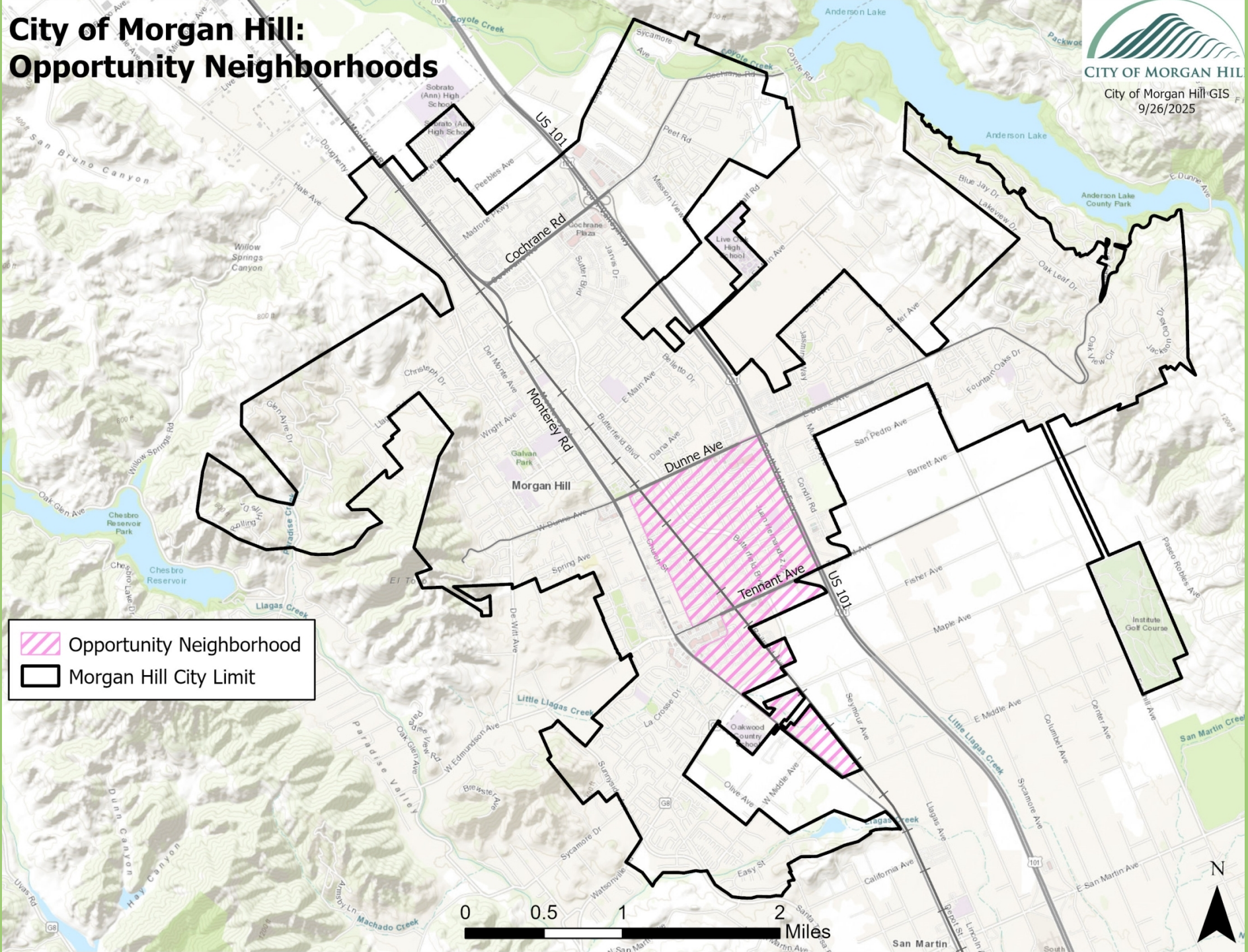
# Opportunity Neighborhoods



## Indicators by Census Tract



Indicators by Census Tract	5123.05	5123.07	5123.08	5123.09	5123.10	5123.11	5123.12	5123.13	5123.14	5124.02
Low Income					X			X	X	
Income Inequality					X	X				X
Mostly Hispanic					X			X	X	
Low Child Opportunity Levels					X	X		X	X	X
Low Education Attainment					X	X		X	X	X
Lower Life Expectancy					X	X			X	
Lead Risk								X	X	X
Asthma		X			X		X	X		
Diabetes		X			X					X
Stroke		X			X					X
Heart Disease		X		X	X					X
Obesity		X			X			X	X	X
Teeth Lost		X			X			X	X	
Population who Smokes		X			X			X	X	X
Poor Health					X			X	X	X
Lack of Health Insurance					X			X	X	X
Low Health Visits					X			X	X	
Diesel Particulate Matter					X	X	X			
Traffic Density			X	X		X	X			
Groundwater Threats					X					
Impaired Water Bodies	X									X
Hazardous Waste Facilities					X	X				
Cleanup & Solid Waste Sites					X	X				X
Pesticide Use			X	X		X				X
Lack of Parks/Facilities	X		X	X	X					
Unhealthy Food Options					X	X		X	X	
Food Stamp Assistance					X			X		X
Housing Cost Burden					X					
Substandard Housing					X	X		X	X	
Barriers to Engagement					X			X	X	X
Lack of Digital Access					X				X	
Flood Zones		X			X			X	X	
Fire Hazard	X		X	X						
Lack of Tree Canopy					X	X				
<b>TOTAL INDICATORS</b>	<b>3</b>	<b>8</b>	<b>4</b>	<b>5</b>	<b>29</b>	<b>12</b>	<b>3</b>	<b>17</b>	<b>17</b>	<b>16</b>

# City of Morgan Hill: Opportunity Neighborhoods



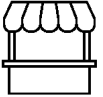
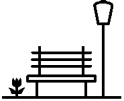


 Opportunity Neighborhood  
 Morgan Hill City Limit

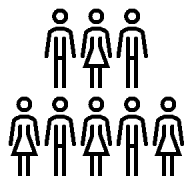
# HEALTHY Neighborhoods For All

## Outreach and Engagement Summary August 2025



# Resumen del compromiso

	# de eventos		# de personas comprometidas
	<b>6</b>	Eventos emergentes	<b>176</b>
	<b>23</b>	Eventos comunitarios	<b>577</b>
	<b>27</b>	Talleres de visión	<b>749</b>
	<b>3</b>	¡Morgan Hill Prospera!	<b>27</b>



**59 eventos que alcanzaron un total de 1,529 miembros de la comunidad**



# Healthy Neighborhoods For All Element

Adopted XXXXX 2025



# Participación pública inclusiva en las decisiones de la ciudad

**GOAL HN-1 Acceso equitativo a la toma de decisiones, espacios cívicos seguros y acogedores y los recursos necesarios para vivir en comunidades saludables, conectadas y empoderadas, independientemente de la raza, el origen nacional, los ingresos o el vecindario.**

**Policy HN-1.1 Confianza y Transparencia.**  
Fomentar la confianza entre el personal municipal y los miembros de la comunidad mediante la transparencia y la implementación de buenas prácticas para facilitar el acceso a la información.

**Policy HN-1.2 Participación significativa y relevante.** Busque oportunidades para promover la participación en reuniones nocturnas, talleres de fin de semana y reuniones comunitarias.

**Policy HN-1.3 Socios Comunitarios.**  
Colaborar continuamente con organizaciones comunitarias para desarrollar e implementar programas de divulgación eficaces, aumentar las oportunidades de participación comunitaria en los procesos cívicos y profundizar la comprensión de la gobernanza municipal en la comunidad.

- **Acción HN-1.A Interpretación en Reuniones Públicas.** Proporcionar acceso a interpretación al español en las reuniones públicas, según se solicite.
- **Acción HN-1.B Traducción para Avisos Públicos.** Publicar los avisos de las reuniones públicas en inglés y español.
- **Acción HN-1.C Distribución de Información.** Distribuir información de la Ciudad a todos los miembros de la comunidad, como números de contacto para programas de la ciudad y de socios comunitarios, necesidades de vivienda e información general de la Ciudad.
- **Acción HN-1.D Participación.** Fomentar la participación activa mediante el uso de diferentes plataformas de redes sociales y foros comunitarios, utilizando un lenguaje claro y conciso en los puntos de la agenda, ofreciendo lugares de reunión alternativos, comida, servicios de interpretación, cuidado infantil, obsequios u otros métodos, cuando sea necesario, que reduzcan o eliminen las barreras a la participación.
- **Acción HN-1.E Promotoras de Barrios Saludables.** Evaluar la necesidad de reclutar, capacitar y remunerar a embajadores residentes y/o jóvenes de Barrios de Oportunidad para realizar actividades de divulgación, brindar interpretación multilingüe y facilitar la obtención de retroalimentación de la comunidad.

# Exposición a la contaminación y calidad del aire

## GOAL HN-2 Reducción de la contaminación en barrios de oportunidad sin que ningún segmento de la comunidad se vea afectado desproporcionadamente por las condiciones ambientales.

**Política HN-2.1 Reducir la contaminación.**  
Esforzarse por reducir la exposición a la contaminación y los problemas de calidad del aire en los Barrios de Oportunidad identificados en el Informe de Revisión de Antecedentes de Barrios Saludables para Todos.

**Política HN-2.2 Monitoreo de la Calidad del Aire.**  
Colaborar con el Distrito de Gestión de la Calidad del Aire del Área de la Bahía (BAAQMD) para apoyar la expansión de las iniciativas de monitoreo de la calidad del aire en Morgan Hill, priorizando los Barrios de Oportunidad, para fundamentar las acciones de mejora específicas de la zona y otros Programas de Reducción de Emisiones Comunitarias (CERP).

**Política HN-2.3 Compatibilidad del uso del suelo.**  
Proteger los usos incompatibles dentro de los barrios de oportunidad para reducir la exposición a la contaminación y otros impactos en la salud.

- **Acción HN-2.A Protección de Sitios Sensibles.** Exigir que los nuevos desarrollos residenciales en Barrios de Oportunidad ubicados a menos de 152 metros de la Carretera 101 o adyacentes al Bulevar Butterfield implementen medidas adecuadas para reducir la exposición a la contaminación atmosférica relacionada con el tráfico, incluyendo, entre otras, el aumento de las zonas de amortiguación y los retranqueos paisajísticos, la restricción de los espacios abiertos comunes y privados al aire libre adyacentes a las carreteras y la filtración de aire interior de alta eficiencia.
- **Acción HN-2.B Rutas de Camiones de Servicio Pesado.** Limitar las rutas de camiones adyacentes a receptores sensibles cuando sea posible, colocar señalización para evitar el ralenti donde sea necesario y coordinar la aplicación de la normativa específica en Barrios de Oportunidad mediante la evaluación del Capítulo 10.60 (Ordenanza de Rutas y Estacionamiento de Camiones) del Código Municipal, de conformidad con el Proyecto de Ley 98 de la Asamblea.
- **Acción HN-2.C Reducir la Exposición Potencial a la Contaminación.** Exigir que los nuevos desarrollos adyacentes a usos incompatibles incorporen mecanismos para reducir la exposición potencial a la contaminación, incluyendo, entre otras, zonas de amortiguación, retranqueos, orientación de los edificios y filtración de aire interior de alta eficiencia.
- **Acción HN-2.D Estándares de cero emisiones.** Evaluar y considerar estándares de cero emisiones para empresas.

# Promoción de la salud física

GOAL HN-3	Espacios públicos geográficamente accesibles, seguros, inclusivos y activos para todos los residentes.
<p><b>Política HN-3.1</b>      <b>Recreación Asequible.</b> Garantizar el acceso al Centro Recreativo Centennial, al Centro Acuático y a los programas asociados ofreciendo tarifas subsidiadas, ampliando las actividades recreativas gratuitas o de bajo costo y colaborando con proveedores de atención médica y comunitarios para compensar los costos de los miembros de la comunidad.</p>	<ul style="list-style-type: none"><li>● <b>Acción HN-3.A Salud y Bienestar.</b> Brindar información educativa multilingüe a la comunidad sobre la disponibilidad de asistencia financiera y membresías gratuitas para programas de salud y bienestar, así como para adultos mayores, en el Centro Recreativo Centennial.</li><li>● <b>Acción HN-3.B Parques Inclusivos.</b> Diseñar nuevos parques que sean inclusivos, equitativos y accesibles para todas las edades, capacidades y necesidades culturales, a la vez que se transforman los parques existentes para satisfacer las necesidades recreativas de todos los usuarios, como la programación cultural y la señalización multilingüe.</li><li>● <b>Acción HN-3.C Parques Vecinales.</b> Revisar y considerar la revisión del Artículo I (Dedicación de Terrenos para Parques) del Título 17 (Subdivisiones) para fomentar que los parques privados permanezcan abiertos y accesibles al público y así promover un acceso equitativo.</li><li>● <b>Acción HN-3.D Eventos y Recreación Comunitaria.</b> Ampliar los eventos comunitarios y las oportunidades recreativas gratuitas, incluyendo el horario extendido de los parques acuáticos y la programación de temporada en el Centro Comunitario y Cultural.</li></ul>
<p><b>Política HN-3.2</b>      <b>Priorizar los parques en barrios de oportunidad.</b> Priorizar la ubicación de nuevos parques e instalaciones recreativas en barrios de oportunidad que fomenten la salud física.</p>	<ul style="list-style-type: none"><li>● <b>Acción HN-3.E Distribución de Parques.</b> Garantizar una distribución equitativa de parques y servicios en la Ciudad; procurar que todas las viviendas en los Barrios de Oportunidad se encuentren a menos de un cuarto de milla a pie de al menos un parque o espacio abierto utilizable con servicios.</li><li>● <b>Acción HN-3.F Aparcabicicletas.</b> Revisar y modificar la Ordenanza Municipal de Aparcamiento de Bicicletas, que exige que los nuevos desarrollos proporcionen conexiones para bicicletas con usos adyacentes e instalen aparcabicicletas cerca de las entradas de los edificios para fomentar el uso de la bicicleta.</li></ul>

# Acceso asequible a opciones de alimentos saludables

GOAL HN-4		Acceso equitativo a alimentos frescos, saludables y asequibles a una distancia corta y segura del hogar.
<b>Política HN-4.1</b>	<b>Productos Asequibles.</b>	<ul style="list-style-type: none"><li>● <b>Acción HN-4.A Venta y Cultivo de Productos Frescos.</b> Modificar el Código de Zonificación para permitir flexibilidad en la venta y el cultivo de productos frescos y asequibles a través de puestos permanentes, vendedores ambulantes, huertos comunitarios y agricultura urbana.</li><li>● <b>Acción HN-4.B Bancos de Alimentos.</b> Apoyar los esfuerzos de las organizaciones locales para ampliar el alcance de los bancos de alimentos y centros de distribución de despensas, ampliando el horario de atención y facilitando la ubicación de nuevas ubicaciones en los Barrios de Oportunidad.</li><li>● <b>Acción HN-4.C Programa de Nutrición para Personas Mayores.</b> Continuar apoyando el Programa de Nutrición para Personas Mayores, proporcionando almuerzos gratuitos a personas mayores de bajos ingresos.</li><li>● <b>Acción HN-4.D Educación sobre Salud y Bienestar.</b> Instar al Departamento de Salud Pública del Condado de Santa Clara a brindar educación sanitaria multilingüe, como clases de bienestar, educación nutricional y clases de cocina saludable, así como a concientizar sobre hábitos saludables y otras preocupaciones actuales de salud pública en Morgan Hill.</li></ul>
<b>Política HN-4.2</b>	<b>Tienda de comestibles hispana.</b>	
<b>Política HN-4.3</b>	<b>Alfabetización en alimentación saludable.</b>	
Promover el acceso a productos frescos y asequibles, como puestos de venta de frutas y verduras y puestos ambulantes de comida, en los Barrios de Oportunidad.		
Abogar por la ubicación de una tienda de comestibles hispana en barrios con oportunidades para satisfacer las necesidades culturales de la zona.		
Fomentar la alfabetización en alimentación saludable y brindar recursos a la comunidad mediante la colaboración con el Departamento de Salud Pública del Condado de Santa Clara, escuelas, grupos comunitarios y otros colaboradores.		

# Hogares seguros y saludables

**GOAL HN-5** Vivienda segura, asequible y estable para que las personas prosperen en sus comunidades independientemente de su raza, origen nacional, ingresos o vecindario.

**Política HN-5.1** Promover la vivienda asequible. Promover el desarrollo de vivienda subsidiada y asequible para todos los grupos de ingresos.

**Política HN-5.2** Protección contra el desplazamiento y arrendatarios. Implementar estrategias contra el desplazamiento y protección de inquilinos en todos los vecindarios.

**Política HN-5.3** Hogares Saludables. Colaboramos con el Departamento de Salud Pública del Condado de Santa Clara y organizaciones comunitarias para promover prácticas de vivienda seguras, higiénicas y saludables.

- **Acción HN-5.A Ordenanza de Estabilización de Alquileres de Casas Móviles.** Revisar y actualizar, cuando corresponda, la Ordenanza de Estabilización de Alquileres de Casas Móviles, dentro del Capítulo 5.36 (Alquileres de Parques de Casas Móviles) del Código Municipal, para proteger a los residentes de parques de casas móviles de aumentos repentinos de alquiler y garantizar opciones de vivienda asequible.
- **Acción HN-5.B Protección de Inquilinos.** Evaluar los programas municipales de protección de inquilinos, realizar un análisis de viabilidad y desarrollar un programa para proteger a los inquilinos mediante asistencia legal, prevenir ejecuciones hipotecarias, brindar asistencia para el alquiler o hacer cumplir las leyes de vivienda justa, de conformidad con la política de Transit-Oriented Communities (TOC) de la Metropolitan Transportation Commission (MTC).
- **Acción HN-5.C Filtración de Viviendas Saludables.** Explorar la viabilidad de un programa para proporcionar a los residentes de Barrios de Oportunidad purificadores de aire o recursos para modernizar sus viviendas y filtrar los contaminantes del aire en su interior.

# Aumentar la salud general

## GOAL HN-6 Acceso equitativo a la actividad física, la recreación y las oportunidades de bienestar para todos los residentes, especialmente en los vecindarios de oportunidad.

**Política HN-6.1 Promoción de la Salud.** Promover la salud de la comunidad y fomentar la concienciación sobre la salud mediante materiales educativos multilingües.

**Política HN-6.2 Ubicación de clínicas médicas.** Fomentar la ubicación de clínicas médicas, clínicas móviles y clínicas dentales móviles en barrios de oportunidad.

**Política HN-6.3 Acceso al transporte público.** Abogar por un mayor acceso al transporte público que conecte a los miembros de la comunidad con transporte alternativo para citas médicas, supermercados y actividades recreativas.

**Política HN-6.4 Calor urbano.** Exigir nuevos desarrollos y buscar financiación para las zonas existentes de la ciudad, a fin de incorporar árboles en las calles u otras áreas de sombra a lo largo de las principales rutas peatonales y ciclistas, y cerca de las paradas de transporte público.

- **Acción HN-6.A Educación para la Salud Integral.** Colaborar con el Departamento de Salud Pública del Condado de Santa Clara para proporcionar materiales educativos multilingües sobre salud, a través de boletines informativos, foros comunitarios, periódicos y otros medios, sobre asma, alergias, nutrición, salud integral y otras preocupaciones actuales de salud pública en Morgan Hill, incluyendo recursos para servicios de salud mental, servicios para el abuso de sustancias y prevención del suicidio.
- **Acción HN-6.B Clínicas Móviles.** Revisar y, si procede, el Código Municipal para permitir clínicas móviles de salud preventiva y atención dental.
- **Acción HN-6.C Paisajismo Adaptado a Personas con Asma.** Evaluar y considerar la revisión del Capítulo 18.64 (Paisajismo) del Código de Zonificación y otras políticas de paisajismo para priorizar especies de plantas adaptadas a personas con asma.
- **Acción HN-6.D Acceso a Transporte Público y Microtransporte.** Buscar financiación para un programa de microtransporte estilo MoGo revitalizado, o un programa de modelo de servicio alternativo, para brindar servicio de primera y última milla.
- **Acción HN-6.E Mitigación del Calor Extremo.** Aumentar la cubierta arbórea urbana, las áreas de sombra y los espacios abiertos en comunidades vulnerables al calor, especialmente en los Barrios de Oportunidad, para mitigar el calor extremo y mejorar la salud, priorizando las aceras, paradas de transporte público, parques y viviendas multifamiliares expuestas al calor.

# Instalaciones e infraestructura públicas

**GOAL HN-7** Espacios públicos, instalaciones e infraestructura seguros, bien mantenidos y accesibles que apoyan estilos de vida activos y el bienestar de la comunidad.

**Política HN-7.1 Red de Transporte Activo.** Implementar una red de transporte activo que conecte los usos residenciales con escuelas, centros comerciales, de entretenimiento, recreativos, de transporte público y de empleo, y que aborde la congestión vehicular y las barreras de seguridad que limitan el acceso de peatones y ciclistas a parques y servicios comunitarios.

**Política HN-7.2 Nuevos servicios públicos.** Priorizar y asignar nuevos servicios públicos en barrios con oportunidades.

- **Acción HN-7.A Transporte Seguro y Activo.** Buscar financiación para mejorar la infraestructura peatonal y ciclista, incluyendo aceras, alumbrado público y medidas de moderación del tráfico, con el fin de promover el transporte seguro y activo, tal como se identifica en el Plan Maestro de Transporte y el Plan Integral de Acción de Seguridad, priorizando los Barrios de Oportunidad.
- **Acción HN-7.B Rutas Seguras a las Escuelas.** Colaborar con el Distrito Escolar Unificado de Morgan Hill para implementar y ampliar las "Rutas Seguras a las Escuelas", incluyendo senderos e infraestructura para bicicletas que conecten los Barrios de Oportunidad con las escuelas.
- **Acción HN-7.C Iluminación en Espacios Públicos.** Revisar y modificar las normas de iluminación para aceras, senderos, parques y espacios públicos y privados para garantizar que estén bien iluminados y mejoren la comodidad y la usabilidad como iniciativa de seguridad comunitaria.
- **Acción HN-7.D Servicios de Parques para la Aptitud Física.** Proporcionar servicios públicos que promuevan oportunidades gratuitas para la actividad física, incluyendo, entre otros, jardines comunitarios, equipos de ejercicio al aire libre en parques y estructuras de sombra.
- **Acción HN-7.E Patios Escolares Comunitarios.** Colaborar con el Distrito Escolar Unificado de Morgan Hill para utilizar los patios escolares como "patios escolares comunitarios" fuera del horario escolar.

# Barrios Saludables Para Todos

## Recomendación

1. Audiencia pública abierta/cerrada; y
2. Adoptar una resolución para agregar el elemento Vecindarios saludables para todos al Plan General de Morgan Hill 2035.

## Recomendaciones

1. La enmienda propuesta cumple con la letra y la intención de los objetivos y políticas del plan general.

**¿Preguntas?**



## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: December 3, 2025**

PREPARED BY:

Adam Paszkowski, Principal Planner

APPROVED BY: City Manager

### **ADOPT A RESOLUTION TO AMEND THE TEXT OF THE NATURAL RESOURCES AND ENVIRONMENT ELEMENT (GENERAL PLAN AMENDMENT GPA2024-0004) OF THE MORGAN HILL 2035 GENERAL PLAN IN COMPLIANCE WITH CALIFORNIA SENATE BILL 1425**

#### **RECOMMENDATION(S)**

1. Open/Close the Public Hearing; and
2. Adopt a Resolution approving an amendment to the Natural Resources and Environment Element of the Morgan Hill 2035 General Plan.

#### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

##### **City Council Ongoing Priorities**

Protecting the Environment and Preserving Open Space and Agricultural Land  
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**

Community Engagement  
Healthy Community

##### **Guiding Documents**

Bikeways, Trails, and Recreation Master Plan  
Climate Action Plan  
Communications, Outreach, and Engagement Plan  
Morgan Hill 2035 General Plan

#### **REPORT NARRATIVE:**

The Natural Resources and Environment Element of the Morgan Hill 2035 General Plan is proposed to be updated to be in compliance with [Senate Bill \(SB\) 1425](#).

[Government Code Section 65302](#) mandates the requirements of general plans as well as the mandatory elements, including the Open Space Element and the Conservation Element. Pursuant to the State's General Plan Guidelines, elements can be prepared in any order or combined; therefore, within Morgan Hill, the Open Space Element and the Conservation Element are combined into one Element named the Natural Resources and Environment Element.

[SB 1425](#) requires that Open Space Elements be updated by January 1, 2026, with expanded requirements, including:

1. Access to open space for all residents in a manner that considers social, economic, and racial equity, correlated with the environmental justice element or environmental justice policies in the general plan, as applicable.
2. Climate resilience and other co-benefits of open space, correlated with the safety element.
3. Rewilding opportunities, correlated with the land use element.

Rewilding is defined in SB 1425 as: opportunities to preserve, enhance, and expand an integrated network of open space to support beneficial uses, such as habitat, recreation, natural resources, historic and tribal resources, water management, and aesthetics, and establishing a natural communities conservation plan to provide for coordinated mitigation of the impacts of new development.

#### Existing Natural Resources and Environment Element

The Natural Resources and Environment Element is part of the Morgan Hill 2035 General Plan and guides the long-term conservation of natural resources and preservation of available open space areas. The Natural Resources and Environment Element was last updated in 2016, when the General Plan was adopted.

The Natural Resources and Environment Element advocates preserving open space, agricultural uses, hillsides, riparian areas, wildlife habitat, and other natural features. Policies seek to establish a greenbelt around the City, preserve El Toro, conserve resources and protect the City's cultural heritage, all to help Morgan Hill retain its rural atmosphere as it continues to grow. The Element provides some brief background information and related goals, policies, and actions on the following topics:

- Open Space, Hillsides, and Scenic Features
- Agricultural Resources
- Biological Resources
- Water Quality and Conservation
- Air Quality
- Climate Change
- Energy Conservation

#### Natural Resources and Environment Element Update

The revisions to the Natural Resources and Environment Element utilized feedback gathered from the community engagement collected during the Healthy Neighborhoods for All outreach. As such, the draft goals, policies, and actions seek to promote efforts to address equitable park access, climate resilience, and rewilding opportunities consistent with SB 1425 requirements through the following:

- Ensure that all homes in designated Opportunity Neighborhoods are within a quarter-mile walking distance of a usable park or open space with amenities.
- Designing parks that are accessible and culturally responsive to all ages, abilities, and backgrounds.
- Support for food access through gardens and farms in Opportunity Neighborhoods, directly addressing environmental equity.
- Enhance ecological corridors, support biodiversity, and provide passive recreation and educational opportunities.
- Prioritize open space preservation in areas that offer floodplain resilience, urban heat mitigation, and biodiversity benefits.

The Planning Commission held a public hearing regarding the Natural Resources and Environment Element on November 11, 2025; following discussion, the Planning Commission unanimously approved Resolution No. 25-18, recommending the City Council approve the Natural Resources and Environment Element. As part of the Planning Commission's approval, they also proposed the addition of the below Action.

Action HN-3.C Neighborhood-Serving Parks. Review and consider revising Article I (Park Land Dedication) within Title 17 (Subdivisions) to encourage privately maintained parks remain open and accessible to the public to promote equitable access.

Complete details of the proposed amendments are provided in the draft Resolution (Attachment 1) and in the Planning Commission's [November 11, 2025, staff report](#).

#### Climate Action Pathways for Schools

City staff assisted Climate Action Pathways for Schools (CAPS), a 501(c)(3) nonprofit, secure a \$300,000 grant over the course of three years from the James Cary Smith Community Grant Program to recruit, hire, and train Morgan Hill Unified School District (MHUSD) students to lead sustainability projects within Morgan Hill. One of the projects under the grant consisted of reviewing SB 1425, including researching other cities' Open Space Elements, best management practices, and developing a recommendations report (see attachment). Several of the recommendations from the interns were incorporated into the draft Natural Resources and Environment Element Update.

#### Findings for Approval

Pursuant to Section 18.115.060 (Findings for Approval), the City Council may approve a general plan amendment only if the following finding is made:

- A. The city council must find that the proposed amendment meets the letter and intent of the general plan goals and policies.

The draft Natural Resources and Environment Element update meets the letter and intent of the general plan goals and policies as it complements existing policies and is consistent with the Morgan Hill 2035 General Plan vision to maintain Morgan Hill's family-friendly character and strong sense of community while the community grows and prospers.

**COMMUNITY ENGAGEMENT:**

Inform, Involve, Collaborate, and Empower

A 10-day public hearing notice was published in the Friday, November 21, 2025, edition of the Morgan Hill Times pursuant to Government Code Sections 65090-65096. Notice was also provided on the website and email/social media with the City's 411 distribution.

On November 11, 2025, the Planning Commission held a public hearing regarding the proposed amendments to the Natural Resources and Environment Element, in which a 10-day public hearing notice was published in the Friday, October 31, 2025, edition of the Morgan Hill Times.

Community engagement gathered from the Healthy Neighborhoods for All outreach was utilized in the development of the Natural Resources and Environment Element update. Community engagement was extensive, multilingual, and inclusive, which included 59 events between August 2024 and August 2025, reaching 1,529 participants. Engagement formats included pop-up events, visioning workshops, community meetings, and targeted outreach in Opportunity Neighborhoods. Materials and surveys were provided in English and Spanish, and interpretation was available at events. The engagement process built trust, particularly in Spanish-speaking communities, and directly shaped the Element's goals, policies, and actions.

**ALTERNATIVE ACTIONS:**

Alternatively, the City Council may choose to adopt the Natural Resources and Environment Element with specific modifications or not adopt the Natural Resources and Environment Element.

If the City Council does not take action to adopt the Natural Resources and Environment Element, the Element will remain as-is, and therefore, the City will not be in compliance with SB 1425. Failing to comply with SB 1425 could mean the General Plan may be statutorily incomplete and vulnerable to legal challenge under the Government Code, alleging the General Plan is inadequate or inconsistent because it lacks required Open Space content.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

On November 11, 2025, the Planning Commission considered and recommended,

unanimously, the City Council approve to add the Natural Resources and Environment Element to the Morgan Hill 2035 General Plan.

**FISCAL AND RESOURCE IMPACT:**

This item is included in the current adopted budget (FY24-25 and FY25-26) and is part of the Long Range Planning workplan and is funded through the Long Range Planning Fund (207).

**CEQA (California Environmental Quality Act):**

Exempt

The Natural Resources and Environment Element has been reviewed under the California Environmental Quality Act (CEQA). The proposed draft goals, policies, and actions are primarily programmatic and policy-level, and will not result in any direct impact upon the physical environment. Any development that occurs in the future subject to such standards will undergo an independent analysis per the requirements of CEQA. The Natural Resources and Environment Element is covered under the certified Morgan Hill 2035 General Plan Environmental Impact Report (EIR), and no further environmental review is required pursuant to CEQA Guidelines Sections 15162 and 15183.

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

## RESOLUTION NO. 25-XX

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL ADOPTING A GENERAL PLAN AMENDMENT (GPA2024-0004) TO AMEND THE TEXT OF THE NATURAL RESOURCES AND ENVIRONMENT ELEMENT OF THE MORGAN HILL 2035 GENERAL PLAN IN COMPLIANCE WITH SENATE BILL (SB) 1425**

**WHEREAS**, the State of California requires cities and counties to adopt a comprehensive, long-term General Plan for the physical development of the City, pursuant to Government Code Section 65302;

**WHEREAS**, an Open Space Element is one of seven mandated elements of the General Plan;

**WHEREAS**, Senate Bill (SB) 1425 requires that the Open Space Element be updated by January 1, 2026, with expanded requirements including consideration of access to open space for all residents in a manner that considers social, economic, and racial equity, correlated with the environmental justice element;

**WHEREAS**, SB 1425 also mandates the requirement to address climate resilience and other co-benefits of open space in coordination with the Safety Element;

**WHEREAS**, SB 1425 also explicitly focuses on "rewilding opportunities," or creating and preserving open space networks to support biological and recreational uses;

**WHEREAS**, the City of Morgan Hill has prepared the Natural Resources and Environment Element in accordance with State law;

**WHEREAS**, the Natural Resources and Environment Element includes specific goals, policies, and actions to implement SB 1425;

**WHEREAS**, pursuant to the California Environmental Quality Act (CEQA) and the CEQA Guidelines, a Program Environmental Impact Report (EIR) (SCH No. 2015022074) for the Morgan Hill 2035 General Plan Update was prepared and certified by the City of Morgan Hill in July 2016;

**WHEREAS**, the City of Morgan Hill acting as a lead agency has completed an environmental analysis and determined that the goals, policies, and actions of the Natural Resources and Environment Element are primarily programmatic and policy-level, and will not result in any direct impact upon the physical environment, and any development that occurs in the future subject to such standards will undergo an independent analysis per the requirements of CEQA. Therefore, the City has determined that the Natural

Resources and Environment Element is covered under the certified Morgan Hill 2035 General Plan EIR, and no further environmental review is required pursuant to CEQA Guidelines Sections 15162 and 15183.

**WHEREAS**, on November 21, 2025, a public notice was published in the Morgan Hill Times, specifying the date, time, and location of the public hearing to consider the recommendation that the City Council adopt the General Plan Amendment to amend the text of the Natural Resources and Environment Element of the Morgan Hill 2035 General Plan;

**WHEREAS**, such request was considered by the Planning Commission at its regular meeting of November 11, 2025, and by the City Council at its meeting of December 3, 2025; and

**WHEREAS**, testimony received at a duly noticed public hearing, along with exhibits and other materials have been considered in the review process.

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

**SECTION 1.** The Morgan Hill City Council finds that the General Plan amendment meets the letter and intent of the General Plan goals and policies.

**SECTION 2.** That the City Council adopt the Resolution amending the text of the Natural Resources and Environment Element of the Morgan Hill 2035 General Plan as set forth in Exhibit "A" and by this reference incorporated herein.

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution.

**SECTION 4.** This Resolution shall take effect immediately upon its adoption by the City Council.

**PASSED AND ADOPTED THIS 3<sup>rd</sup> DAY OF DECEMBER 2025, AT A MEETING OF THE CITY COUNCIL BY THE FOLLOWING VOTE:**

**AYES:            COUNCIL MEMBERS:**

**NOES:            COUNCIL MEMBERS:**

**ABSTAIN:        COUNCIL MEMBERS:**

**ABSENT: COUNCIL MEMBERS:**

**ATTEST:**

**APPROVED:**

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MICHELE BIGELOW, City Clerk

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MARK TURNER, Mayor

**CERTIFICATE OF THE CITY CLERK**

**I, MICHELLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA**, do hereby certify that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

DATE: \_\_\_\_\_

\_\_\_\_\_

MICHELE BIGELOW, City Clerk

**EXHIBIT "A"**

# NATURAL RESOURCES AND ENVIRONMENT

# 8

## CHAPTER PURPOSE

The Natural Resources and Environment Element advocates preserving open space, agricultural uses, hillsides, riparian areas, wildlife habitat, and other natural features. Policies seek to establish a greenbelt around the City, preserve El Toro, conserve resources and protect the City’s cultural heritage, all to help Morgan Hill retain its rural atmosphere as it continues to grow. A number of policies in this element derive from the South County Joint Area Plan, which addresses a variety of open space, conservation, and regional planning concerns unique to the area around Morgan Hill and Gilroy. This Element provides some brief background information and related goals, policies, and actions on the following topics:

- Open Space, Hillsides, and Scenic Features
- Agricultural Resources
- Biological Resources
- Water Quality and Conservation
- Air Quality
- Climate Change
- Energy Conservation

Several policies and actions were added to this Element to address equitable access to open space for all residents, climate resilience and other co-benefits of open space, and rewilding opportunities.

Rewilding refers to the opportunities to preserve, enhance, and expand an integrated network of open space to support beneficial uses, such as habitat, recreation, natural resources, historic and tribal resources, water management, and aesthetics, and establishing a natural communities conservation plan to provide for coordinated mitigation of the impacts of new development.



## **OPEN SPACE, HILLSIDES, AND SCENIC FEATURES**

### **OPEN SPACE**

The abundance of open space within and around Morgan Hill is a key contributor to quality of life for City residents and visitors. Preserving open space, including in conjunction with new development, is essential to maintaining the uniqueness and quality of life of Morgan Hill.

### **HILLSIDES AND SCENIC RESOURCES**

The slopes that flank Morgan Hill to the east and west play a major role in shaping the character of the City. They provide a scenic backdrop for the community and access to trails and open spaces. Maintaining views of the hillsides from public rights of way, as well as preserving their important resources, are City priorities.

### **GREENBELTS**

The Natural Resources and Environment Element identifies a Greenbelt, which is intended to physically define the City and separate it from San Jose and San Martin. The Greenbelt includes both public open space and private properties as shown on Figure NRE-1. Identification of areas as “Greenbelt” does not change the development potential or restrictions imposed under Santa Clara County development policies and regulations. Rather, it indicates that the City will work with the County to minimize off-site visual impacts of new development. In addition, the Greenbelt is intended to identify areas where a targeted program of acquisition of open space easements or fee title to land may occur.

Areas outside of the Urban Growth Boundary that have been substantially subdivided into parcels smaller than 10 acres generally are not included in the identified Greenbelt areas. Many of the parcels in these areas are developed or are eligible for construction of single-family homes. The existing and potential density of development in these areas minimizes their value as Greenbelt areas. However, the rural character of these areas does

help to define and distinguish the urbanized City area from other urban and rural county areas.

## AGRICULTURAL RESOURCES

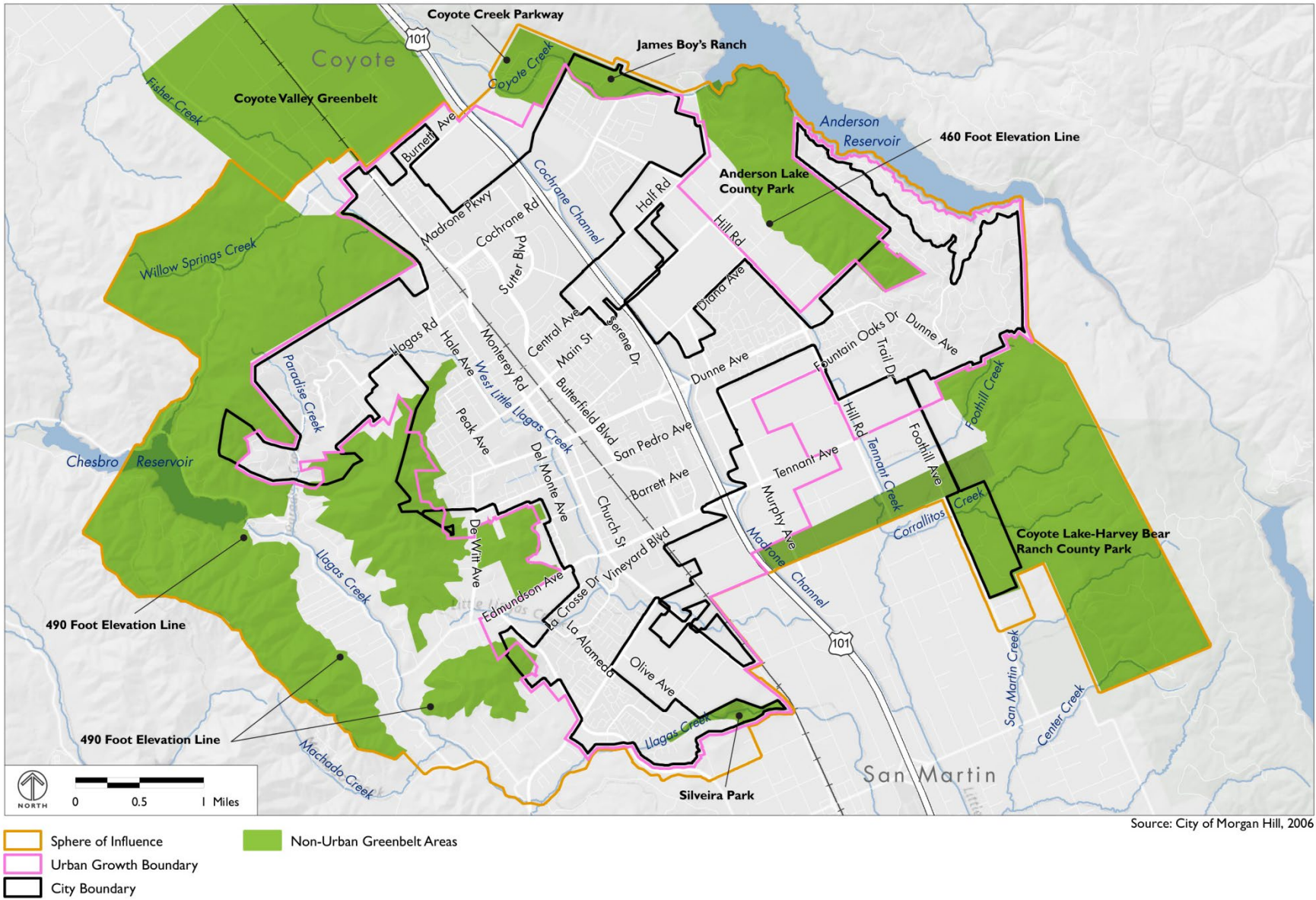
Agriculture has been important to the City throughout its history as an industry and employment generator, in addition to contributing to the City’s rural character. The City’s economy once depended on the cultivation of stone fruits, pears, apples, and nuts. Although the local economy diversified, agriculture is still an important asset to the region, as evident by the surrounding nurseries, orchards, and vineyards, which boost the region’s economy and the local tourism industry.



Supporting agriculture requires finding innovative ways to help farming and ranching operations become and remain competitive in an increasingly global economic environment. Agricultural development policies intend to retain the historic agricultural character of lands surrounding Morgan Hill, and to minimize conflicts between urban development and agricultural uses.

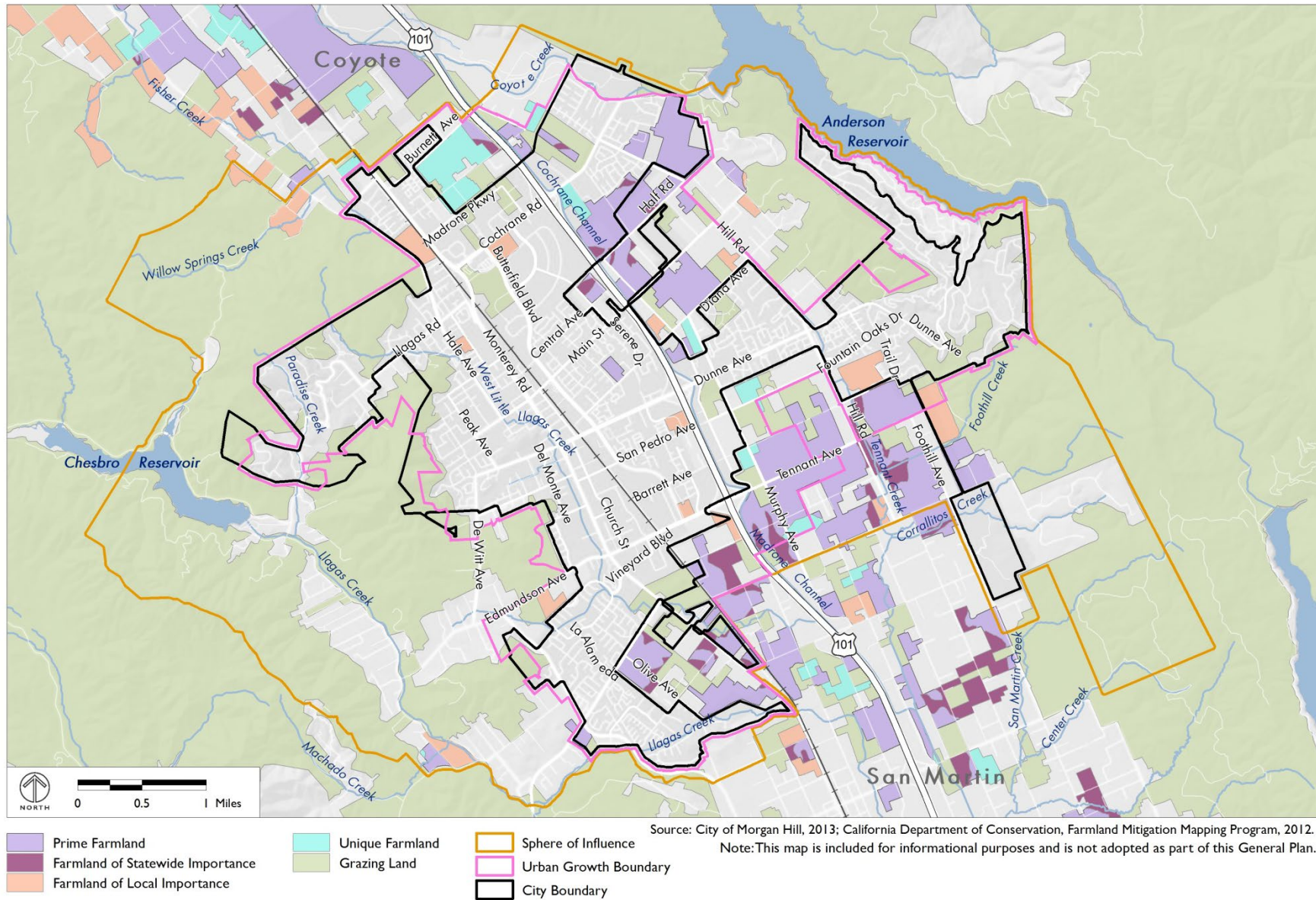
Agricultural land can be found within the Morgan Hill City limit and within the Sphere of Influence (SOI). The Morgan Hill area includes prime farmland, farmland of statewide importance, farmland of local importance, unique farmland, and grazing land, as classified by the State Department of Conservation. As shown in Figure NRE-2, most of the prime farmland is located on the eastern side of the City, east of Highway 101. However, the Department of Conservation’s data reflect conditions as of 2010. Since the time the State published the data, some limited pieces of land may have been developed or may now be under development review. Nevertheless, the data provide a broad picture of the agricultural resources within Morgan Hill today.

Figure NRE-1 Greenbelts



The California Land Conservation Act of 1965, also known as the Williamson Act, provides tax relief for landowners who preserve their agricultural and open space property under Williamson Act contracts. Under contract, the tax on a Williamson Act property is assessed at a rate consistent with its actual use, rather than the potential value. These contracts run for 10 years, are automatically renewable on an annual basis, and may be terminated by the initiative of either the property owner or the legislative body. There are a number of parcels under Williamson Act contracts in and around Morgan Hill.

Figure NRE-2 Important Farmland



## BIOLOGICAL RESOURCES

### NATURAL COMMUNITIES

A natural community refers to a group of species that occurs in the same habitat or area. Six natural communities and two non-natural communities are present in the Morgan Hill City limits and SOI (Figure NRE-3). The six natural communities include:

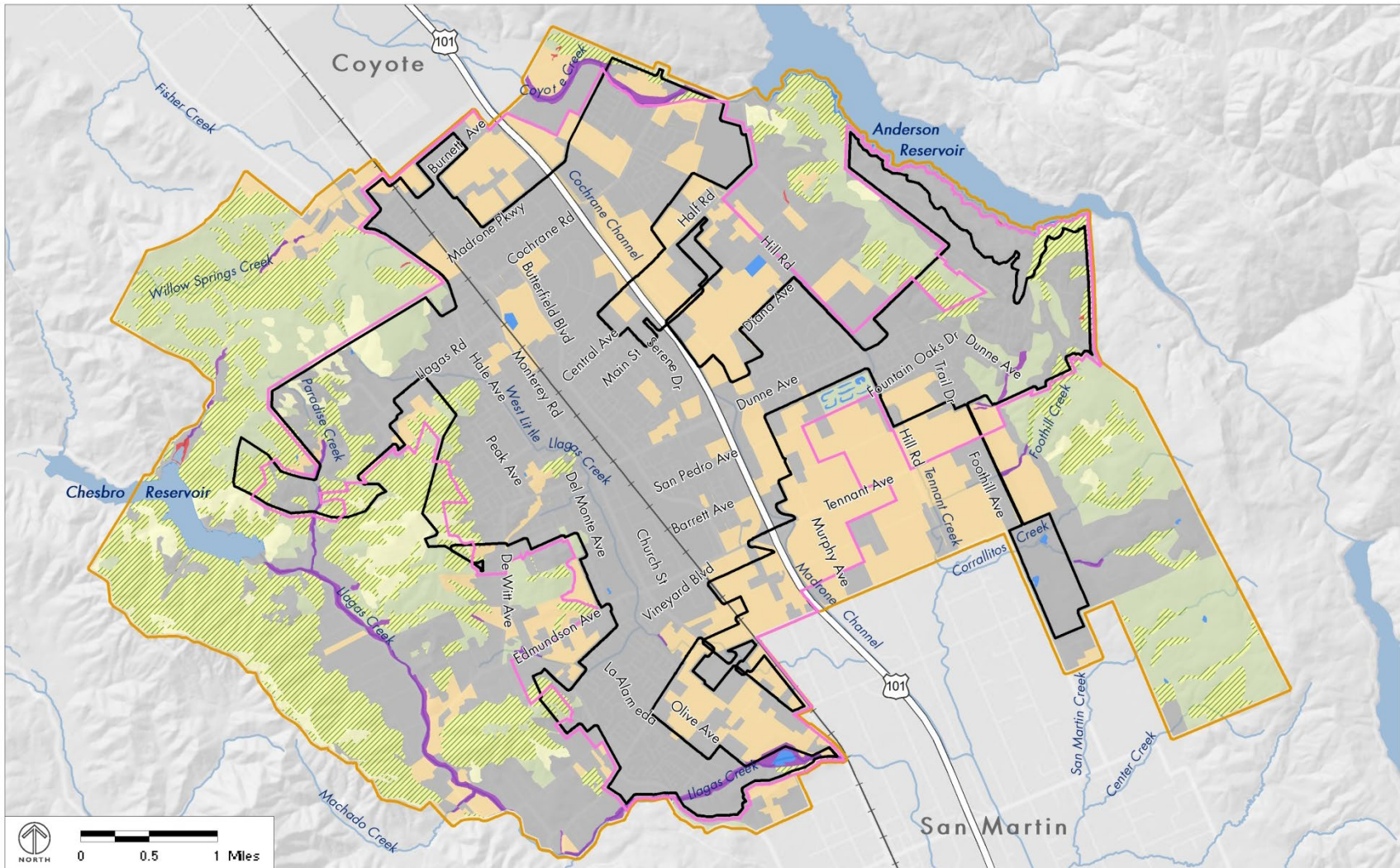
- oak woodland (3,221 acres within the SOI),
- grassland (2,518 acres within the SOI) chaparral and coastal scrub (546 acres within the SOI),
- riparian forest and scrub (236 acres within the SOI),
- open water (181 acres within the SOI), and
- wetland (13 acres within the SOI).

The two non-natural land cover types consist of developed land (9,373 acres) and agricultural lands (3,486 acres).

### SENSITIVE NATURAL COMMUNITIES

The California Department of Fish and Wildlife (CDFW) has identified several native plant communities that are rare and/or diminishing within California. Although some of these communities represent important biological resources and may be unique to California, they have no legal protective status. Nevertheless, substantial losses of some of these plant communities may be considered “significant” under the California Environmental Quality Act (CEQA). Plant communities that CDFW considers sensitive in the Morgan Hill City limits and SOI (see Figure NRE- 4) include serpentine bunchgrass grassland, valley oak woodland, and blue oak woodland. Areas of well-developed riparian woodland and scrub, such as central California sycamore alluvial woodland, as well as other wetlands, are also considered sensitive because they are valuable to plant and wildlife diversity and are diminishing.

Figure NRE-3 Natural Communities

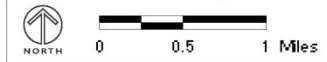
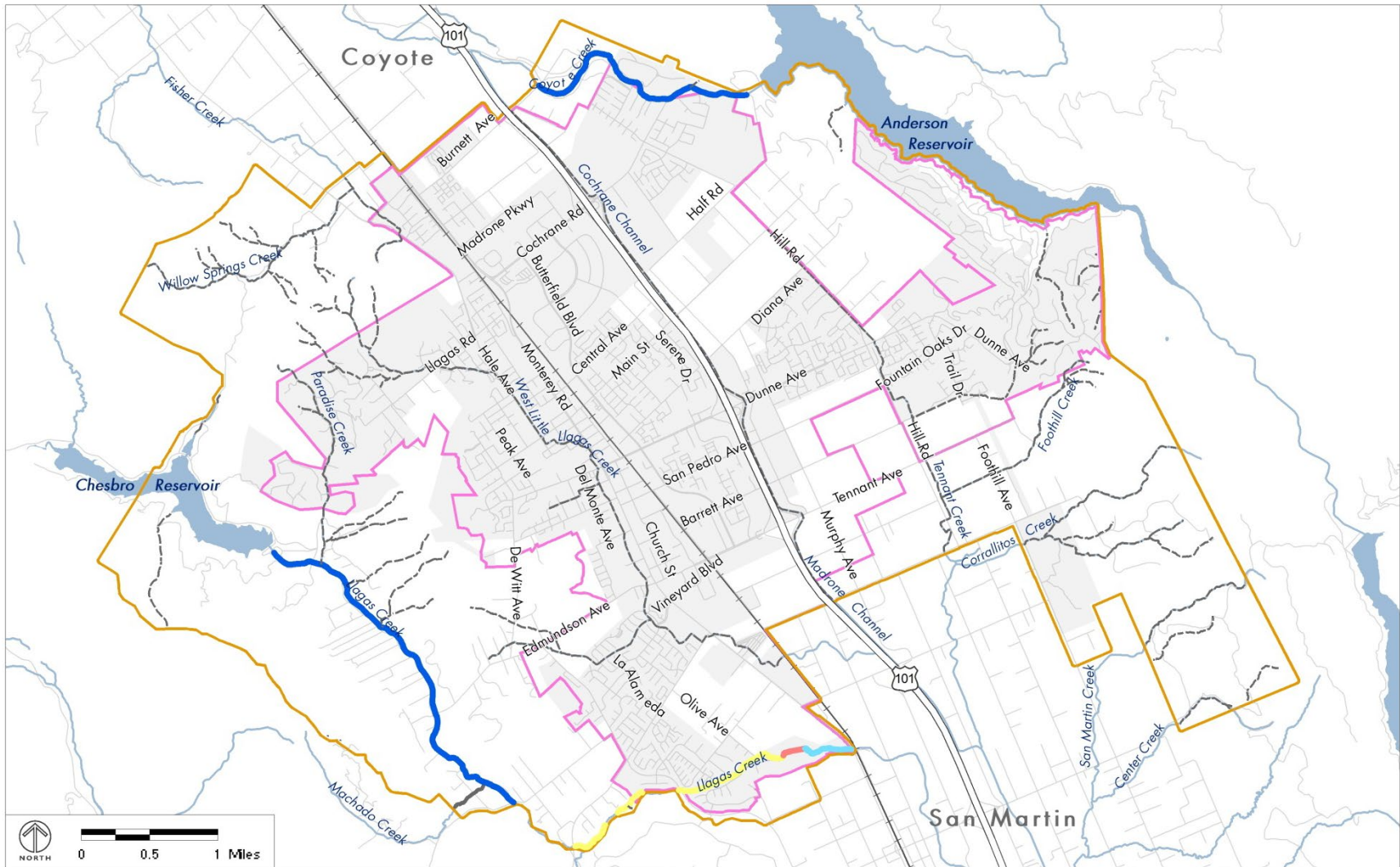


Source: City of Morgan Hill, 2013; Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan, 2012

Note: This map is included for informational purposes and is not adopted as part of this General Plan.

- |                                    |                           |                       |
|------------------------------------|---------------------------|-----------------------|
| Natural Community                  |                           |                       |
| Chaparral & Northern Coastal Scrub | Wetland                   | Sphere of Influence   |
| Grasslands                         | Riparian Forest and Scrub | Urban Growth Boundary |
| Oak Woodland                       | Irrigated Agriculture     | City Boundary         |
| Open Water (Aquatic)               | Developed                 |                       |

Figure NRE-4 Fish Habitat



Source: City of Morgan Hill, 2013; Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan, 2012

- |  |  |   |  |
|--|--|---|--|
| <b>Fish Habitat</b>                                |  |   |  |
| <span style="color: blue;">—</span> Cold Steelhead | <span style="color: cyan;">—</span> Warm Native                        | <span style="color: gray;">—</span> Fish Scarce   | <span style="border: 1px solid orange; display: inline-block; width: 15px; height: 10px;"></span> Sphere of Influence    |
| <span style="color: red;">—</span> Mixed Native    | <span style="color: yellow;">—</span> Warm Potential Trout / Steelhead | <span style="border-bottom: 1px dashed gray; display: inline-block; width: 15px;"></span> No Fish Value | <span style="border: 1px solid magenta; display: inline-block; width: 15px; height: 10px;"></span> Urban Growth Boundary |
|  |  |   | <span style="background-color: lightgray; display: inline-block; width: 15px; height: 10px;"></span> City Boundary       |

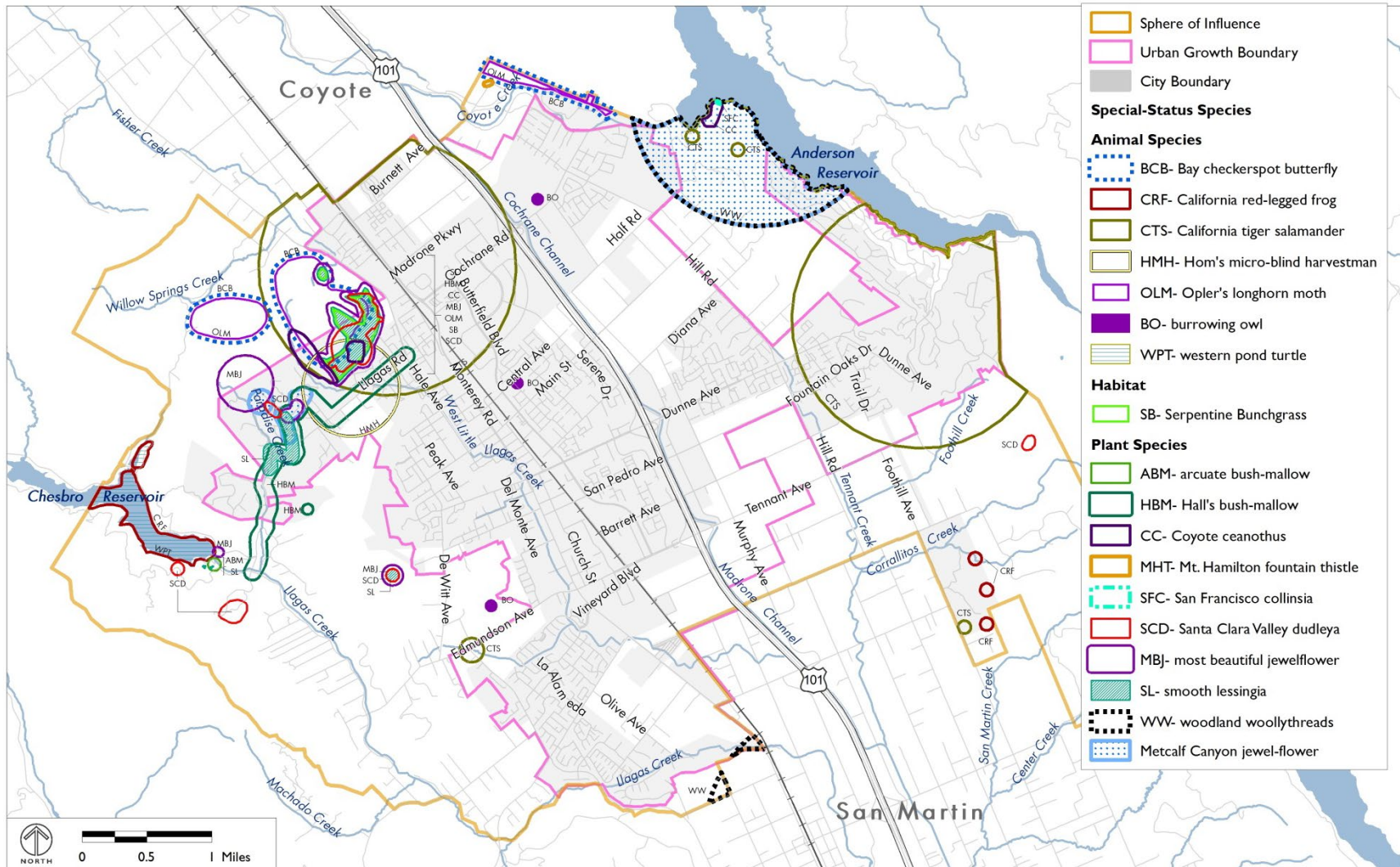
## RIPARIAN AREAS AND AQUATIC HABITAT

Five creeks traverse Morgan Hill: Coyote and Fisher Creeks drain north to the San Francisco Bay, and Edmunson, Tennant and West Little Llagas Creeks flow into Monterey Bay. The City creeks and drainages can complement existing and new development by providing recreational access, pedestrian and bicycle connections, and places where people can go to appreciate the natural environment. Efforts to retain and rehabilitate water courses and adjacent banks will benefit the entire community.

A variety of aquatic species have the potential to occur within Morgan Hill and the SOI. The creeks in Morgan Hill support riverine habitats for fish and amphibian species. Five habitat types are present within Morgan Hill as shown on Figure NRE-5:

- **Cold Steelhead Habitat:** This habitat is primarily located downstream of reservoirs. High stream flows (due to reservoir releases), sufficient sun, and high water clarity provide for suitable steelhead habitat conditions.
- **Warm Potential Trout/Steelhead Habitat:** This habitat is located further downstream of reservoirs and has higher water temperatures and/or lower stream flows than the cold steelhead habitat. Its high water temperatures increase steelhead food demands, but its low stream flows and poor turbidity characteristics often do not produce enough insects to feed the fish. Increasing stream flows or reducing water temperatures can make the habitat more suitable for steelhead. Warm-water fish often dominate in this habitat type.
- **Warm Native Habitat:** This habitat is suitable for native warm-water fish, such as Sacramento sucker, hitch or California roach, Sacramento pikeminnow, threespine stickleback, and prickly sculpin.
- **Mixed Native and Introduced Habitat:** This habitat has warm water temperatures, which provide suitable habitat conditions for native and introduced species, such as tule perch (*Hysterocarpus traski*).

Figure NRE-5 Known Occurrences of Special Status Species



Source: City of Morgan Hill; CNDDDB, 2015.

Note: This map is included for informational purposes and is not adopted as part of this General Plan.

- **Fish-Scarce Habitat:** This habitat is mostly dry during summer and fall, but it can provide migration routes for steelhead and other fish or a reproductive habitat for amphibians.

## PLANTS AND WILDLIFE

Morgan Hill is home to federally and State listed special-status species. The City is committed to protecting significant native flora and fauna. Ensuring that development does not compromise existing habitat will be a part of future land use decisions.

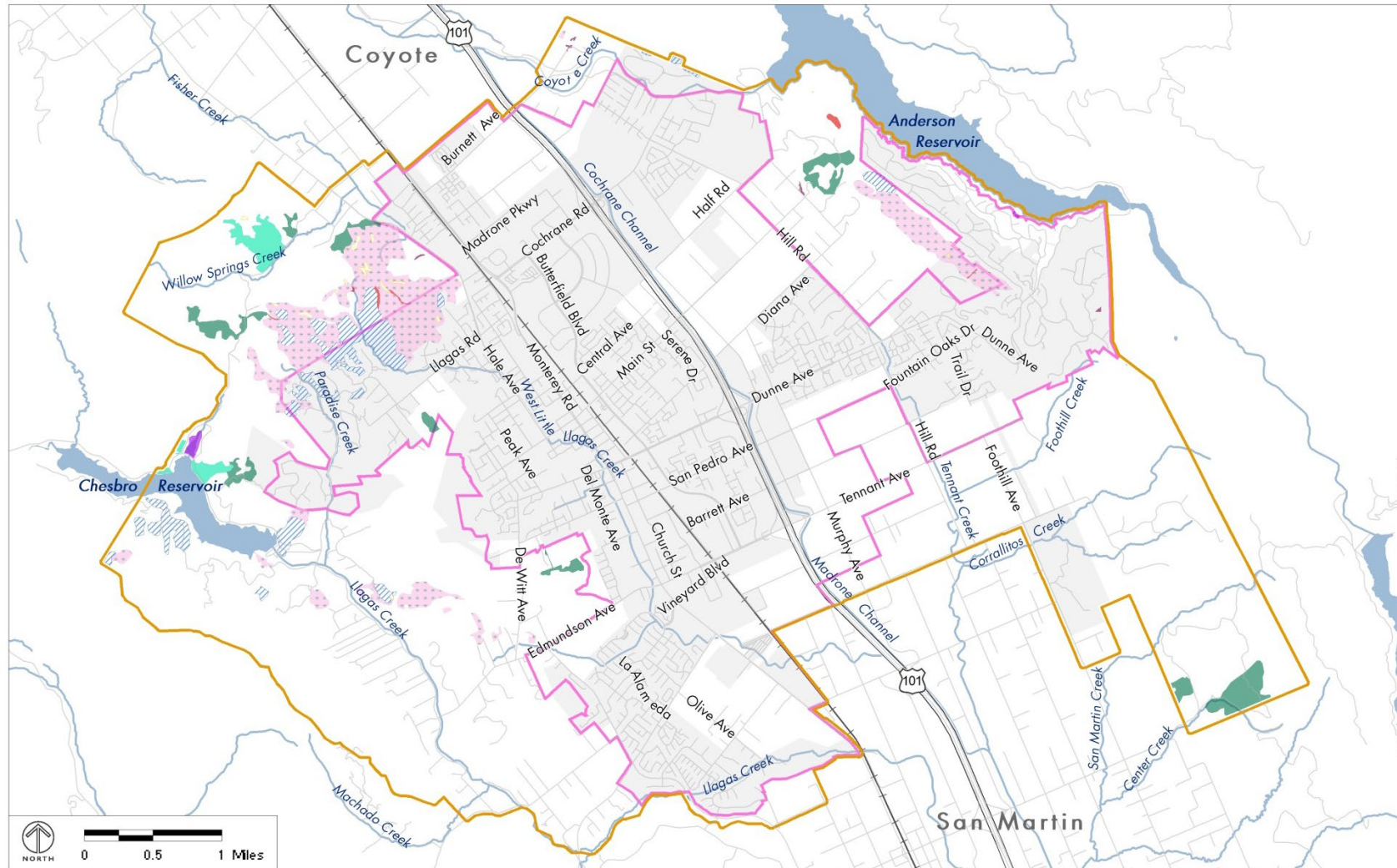
In addition to plant and animal species, a special-status habitat, serpentine bunchgrass, has been identified in Morgan Hill. Figure NRE- 6 illustrates the locations of known occurrences of special-status species.

## HABITAT CONSERVATION PLAN

In October 2012, the City of Morgan Hill adopted the Santa Clara Valley Habitat Conservation Plan (HCP), which is a regional partnership between six Local Partners (the County of Santa Clara, Santa Clara Valley Transportation Authority, Santa Clara Valley Water District, and the Cities of San Jose, Gilroy, and Morgan Hill) and two Wildlife Agencies (the CDFW and the USFWS), in order to protect special-status species. The HCP provides a framework for promoting the protection and recovery of natural resources, including endangered species, as well as aims to streamline the permitting process for planned development, infrastructure, and maintenance activities under the jurisdictions of the County of Santa Clara (County), the Santa Clara Valley Water District (SCVWD), the Santa Clara Valley Transportation Authority (VTA) and the Cities of Gilroy, Morgan Hill, and San José.

The Habitat Conservation Plan is currently under revision by the Habitat Agency and is expected to be adopted in early 2026.

Figure NRE-6 Sensitive Natural Communities



Source: City of Morgan Hill, 2013; Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan, 2012.

Note: This map is included for informational purposes and is not adopted as part of this General Plan.

Sensitive Natural Community

- |  |                                |  |                                     |  |                       |
|--|--------------------------------|--|-------------------------------------|--|-----------------------|
|  | Serpentine Bunchgrass          |  | Valley Oak Woodland                 |  | Sphere of Influence   |
|  | Serpentine Rock Outcrop/Barren |  | Blue Oak Woodland                   |  | Urban Growth Boundary |
|  | Serpentine Seep                |  | Coastal and Valley Freshwater Marsh |  | City Boundary         |
|  | Mixed Serpentine Chaparral     |  | Vernal Pools                        |  |                       |

## WATER QUALITY AND CONSERVATION

### REGIONAL WATERSHEDS

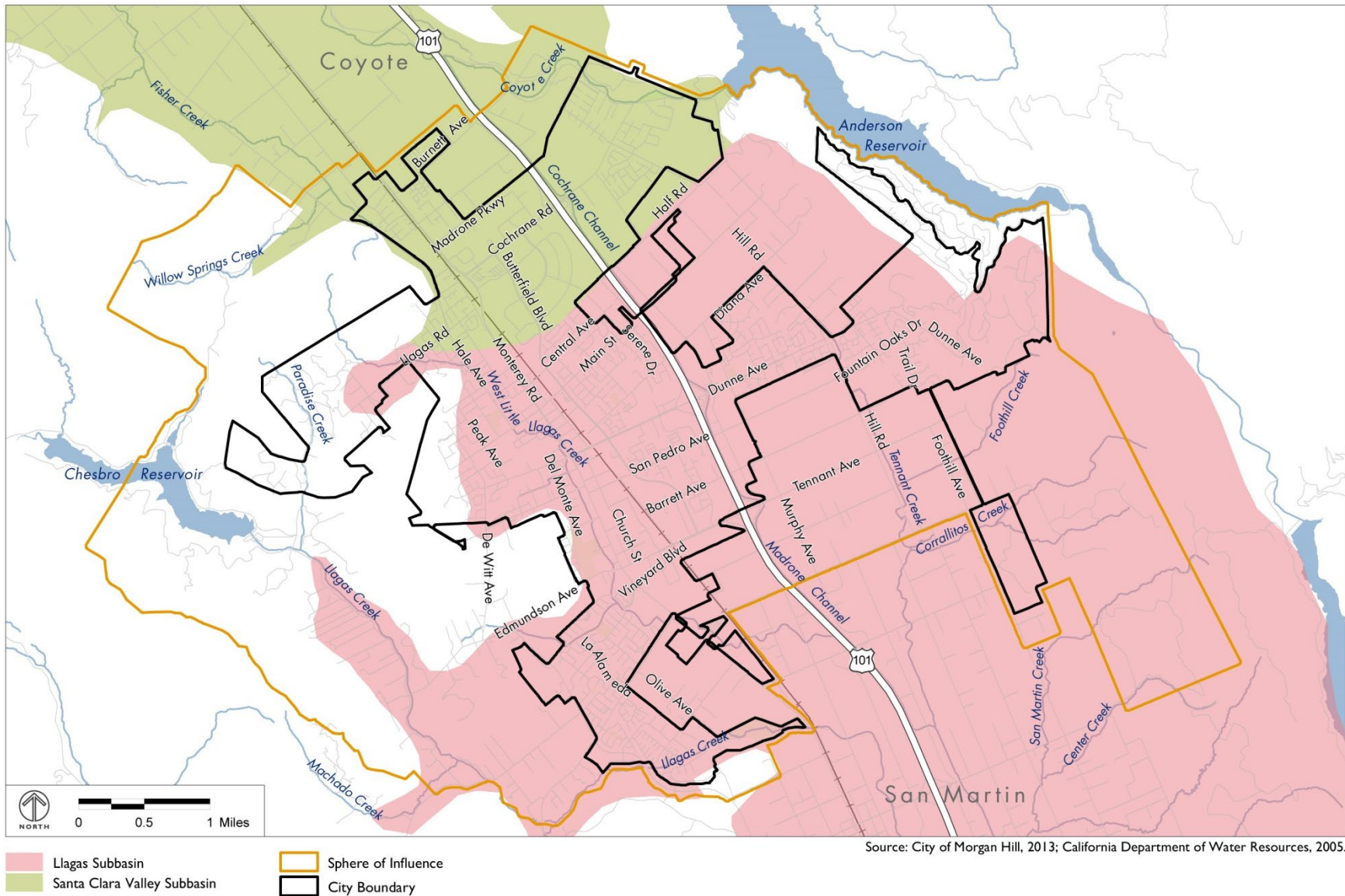
A watershed refers to the entire area that drains to a single waterway, such as a stream, lake, aquifer, or the ocean. The Morgan Hill City limits and SOI lie in two regional watersheds: the Coyote Creek and Uvas-Llagas Watersheds. As illustrated in Figure NRE-7, most of the City is located within the Uvas-Llagas Watershed, part of the Pajaro River Watershed, which drains southward towards Monterey Bay. The Coyote Creek Watershed, the largest watershed in Santa Clara County, covers the northern portions of the City. Coyote Creek originates in the Diablo Range and flows to Anderson Reservoir and then northward towards South San Francisco Bay through the flat Santa Clara Valley.

There are four reservoirs in the vicinity of Morgan Hill (Figure NRE- 8). Two of them are part of the Coyote Creek Watershed: Anderson Reservoir, located adjacent to the City's eastern boundary, and Coyote Reservoir, located 3 miles south of Anderson Reservoir. Chesbro and Uvas Reservoirs are located on the west side of the City within the Uvas-Llagas Watershed. The southern portion of Chesbro Reservoir lies within the SOI.

### LOCAL CREEKS AND DRAINAGE CHANNELS

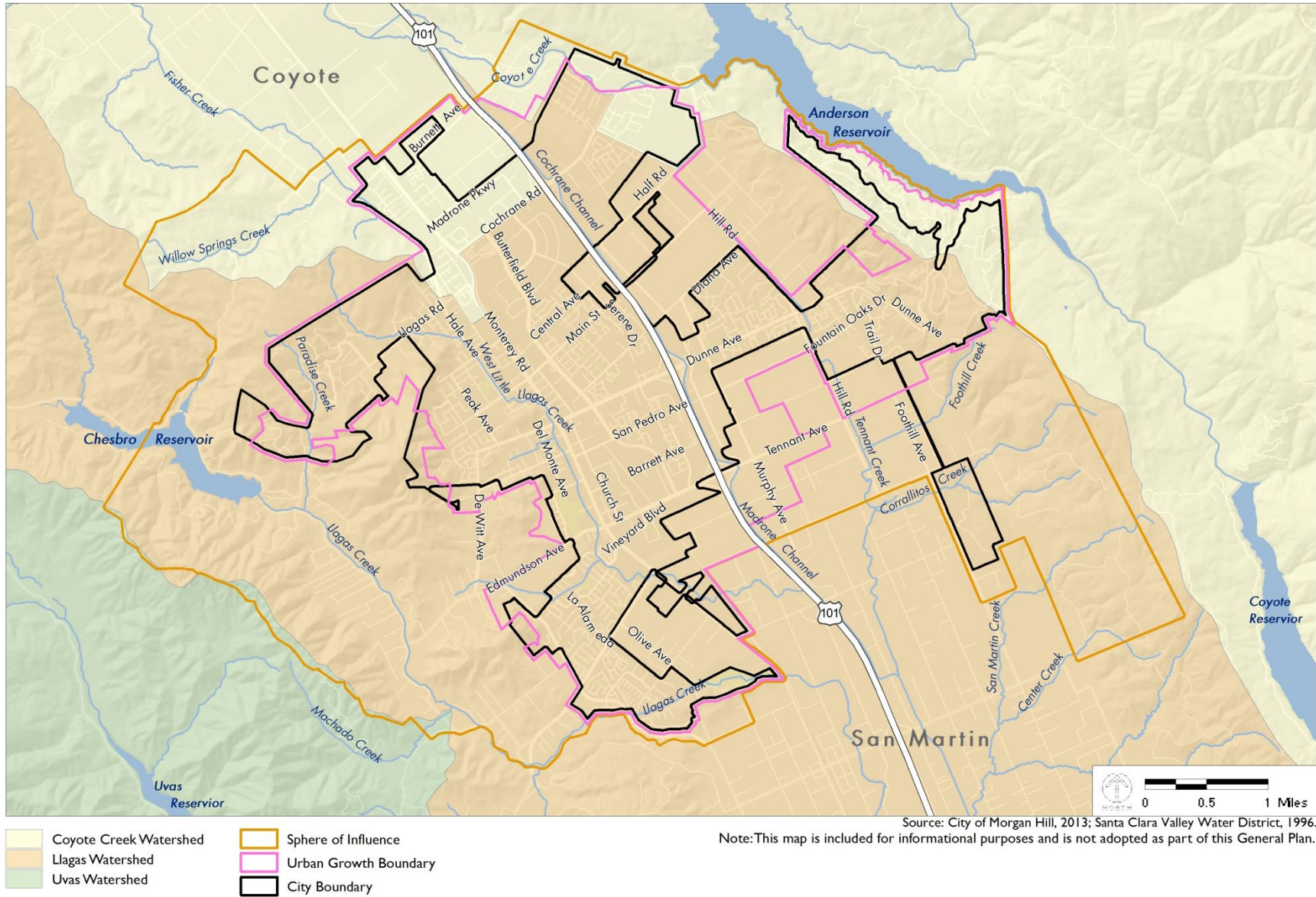
As shown in Figure NRE- 7, several creeks traverse Morgan Hill. Coyote and Fisher Creeks flow north to the San Francisco Bay. Edmundson, Tennant, and West Little Llagas Creeks drain south into Monterey Bay. While creeks in the hills remain generally natural and provide riparian habitats, most creeks in developed areas have been straightened and channelized to prevent flooding. Engineered drainage channels running through the City include Butterfield and Madrone Channels and some parts of West Little Llagas Creek and Tennant Creek.

Figure NRE-7 Groundwater Basins



Source: City of Morgan Hill, 2013; California Department of Water Resources, 2005.

Figure NRE-8 Watersheds



## GROUNDWATER

Morgan Hill lies within two groundwater subbasins: the Santa Clara Subbasin and the Llagas Subbasin, as shown in Figure NRE-7.

The City of Morgan Hill pumps groundwater from the Coyote and Llagas Subbasins for its water supply. The Santa Clara Valley Water District (SCVWD), of which the City of Morgan Hill is a member agency, manages all groundwater basins in Santa Clara County and utilizes a Groundwater Recharge Program to maintain groundwater levels. According to Morgan Hill's 2010 Urban Water Management Plan, the groundwater basins are not in condition of overdraft, and groundwater levels are not expected to drop.

## AIR QUALITY

Morgan Hill is located within the San Francisco Air Basin, which is managed by the Bay Area Air Quality Management District (BAAQMD). The Air Basin comprises all of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, and Santa Clara counties; the southern portion of Sonoma County; and the southwestern portion of Solano County. Air quality in this area is determined by such natural factors as topography, meteorology, and climate, in addition to the presence of existing air pollution sources and ambient conditions.

Air pollutants of concern in Morgan Hill include ozone (O<sub>3</sub>), carbon monoxide (CO), nitrogen oxide (NO<sub>2</sub>), and particulate matter (PM). These pollutants originate from sources both within and outside of Morgan Hill. Natural gas use for energy, heating and cooking, vehicle trips, and area sources such as landscaping equipment and consumer cleaning products are the primary sources of air pollutants in Morgan Hill.

Sensitive receptors include those segments of the population that are most susceptible to poor air quality, such as children, elderly people, and sick people, as well as sensitive land uses, such as schools, hospitals, parks, and residential communities. Air quality problems intensify when sources of air pollutants and sensitive receptors are located near one another. Since residential areas are

located throughout the city, as are schools, parks, and medical facilities, the consideration of sensitive receptors is an important aspect of the General Plan.

## CLIMATE CHANGE

The earth's atmosphere is composed of naturally occurring and human-caused greenhouse gases (GHGs) that trap heat in the atmosphere and affect the Earth's temperature. This phenomenon, known as the greenhouse effect, is responsible for maintaining a climate suitable for human life. Human activities, including burning fossil fuels and removing trees, have contributed to an excessive release of carbon in the form of carbon dioxide into the earth's atmosphere. Consequently, the amounts of GHGs in the atmosphere have increased, intensifying the natural greenhouse effect. This intensified greenhouse effect has contributed to global warming, which is an increased rate of warming of the earth's surface temperature. Warming of the earth's lower atmosphere induces large-scale changes in ocean circulation patterns, precipitation patterns, global ice cover, biological distributions, and other large-scale changes to the ecosystem.

In the State's efforts to mitigate the effects of climate change, the Governor of California signed Assembly Bill (AB) 32 in 2006, codified under the Global Warming Solutions Act, into legislation. The Act requires that California cap its GHG emissions at 1990 levels by 2020. This legislation requires the California Air Resource Board (CARB) to establish a program for statewide GHG emissions reporting, as well as monitoring and enforcement of that program. CARB is also required to adopt rules and regulations to achieve the maximum technologically feasible and cost-effective GHG emission reductions.

Senate Bill (SB) 375 also responds to AB 32, and calls for the automobile and light truck industry to produce reduced-emission vehicles and requires metropolitan planning organizations (MPOs) to prepare sustainable communities strategies, which will demonstrate how a region will meet CARB's GHG reduction targets by reducing the amount of vehicle miles traveled.

## ENERGY CONSERVATION

Conserving resources often depends on modifying established behavior patterns. The plan intends to encourage residents and businesses to conserve energy by supporting programs that are easy to participate in.

## GOALS, POLICIES, AND ACTIONS

### OPEN SPACE, HILLSIDES, AND SCENIC FEATURES

**GOAL NRE-1 Preserve, enhance, and equitably expand open space areas and natural features in Morgan Hill to support ecological health, climate resilience, cultural identity, and access for all residents.**

**Policy NRE-1.1** **Natural Features.** Preserve and restore outstanding natural features, such as the skyline of a prominent ridgelines and rock outcroppings, by integrating them into ecological corridors and climate-resilient landscapes.

**Policy NRE-1.2** **Large Open Space Areas.** Work with the County, the Open Space Authority, appropriate conservancy organizations and land trusts, and property owners to preserve large open space areas, such as agricultural lands and outdoor recreation areas, to conserve natural resources and retain the City's unique identity. Prioritize partnerships in areas that provide floodplain resilience, urban heat mitigation, or biodiversity co-benefits.

**Policy NRE-1.3** **Designated Open Space.** Connect designated "Open Space" lands on the Morgan Hill General Plan Land Use Map (Figure CNF-3) through expanded trail networks and pedestrian infrastructure to improve connections between homes, schools, parks and public services, with attention to safety and accessibility.



Policy NRE-1.4



**South County Open Space.** Preserve and maintain the wide variety of open spaces in the South County; including greenbelt areas, parks, and agricultural uses (South County Joint Area Plan 16.00). Promote interjurisdictional efforts to address equitable park access and rewilding opportunities in South County open spaces.

Policy NRE-1.5



**Coordinated Action.** Continue to coordinate with Gilroy and Santa Clara County to implement South County open space goals and objectives and participate in the development of regional open space preservation programs. (South County Joint Area Plan 16.19 & 16.20)

Policy NRE-1.6



**Open Space Preservation Tools.** Use a variety of open space preservation tools to protect open space, including public acquisition, land use regulation, urban development policy, economic incentives to landowners, open space easements, transfer of development rights, planned cluster development, assessment districts, and dedication of additional lands upon development (South County Joint Area Plan 16.17). Incorporate equity-based prioritization tools and incentives to support open space preservation in Opportunity Neighborhoods identified in the Healthy Neighborhoods for All Element.

Policy NRE-1.7



**Priority Areas for Preservation.** The South County includes a variety of open space areas, including the valley floor, stream corridors, lands around reservoirs, foothills, inter-mountain valleys, and mountain areas beyond the foothills. Of these geographic areas, stream corridors, lands around the reservoirs, lands which provide greenbelts, and significant hillside features should receive highest priority for preservation as open space and future regional park location. (South County Joint Area Plan 16.01 & 16.02)

Policy NRE-1.8



**County Parks and Open Space Programs.** Support County programs to:

- a) acquire and develop regional parks in the South County, providing just compensation for the taking of private lands;
- b) protect open space resources by prohibiting the introduction of uses incompatible with open space resource preservation, and preserve open space through planning, regulation, acquisition and/or development rights transfer programs;
- c) plan and regulate land use to avoid hazardous areas and protect critical natural resources; and
- d) continue to provide property tax relief via the Williamson Act to land owners who agree to maintain their lands in open space uses. (South County Joint Area Plan 16.21)

Policy NRE-1.9

**Poppy Jasper.** Preserve Poppy Jasper as a natural resource unique to Morgan Hill.

Policy NRE-1.10

**Wetland Delineation and Mitigation.** Require wetland delineation, mitigation, and long-term enhancement measures—including native species planting, flood storage functions, and community access—during environmental review of future land development applications.

- Policy NRE-1.11 Prioritize Open Space within Opportunity Neighborhoods.** Prioritize the siting of open space, new parks, and recreation facilities within Opportunity Neighborhoods that support physical health.
- Action NRE-1.A Identification of Lands to Preserve.** Identify appropriate lands to preserve as open space.
- Action NRE-1.B Open Space Acquisition and Maintenance.** Formulate a program for open space acquisition and maintenance that could involve a variety of funding sources and stewardship agencies.
- Action NRE-1.C Orderly Development.** Retain important open space lands through planning for orderly, staged urban development. (South County Joint Area Plan 16.20)
- Action NRE-1.D Prohibition of Poppy Jasper Mining.** Work cooperatively with the County to ensure that County regulations prohibit the mining of Poppy Jasper.
- Action NRE-1.E Inclusive Parks and Open Space.** Design new parks and open space to be inclusive, equitable, and accessible for all ages, abilities, and cultural needs, while transforming existing parks to accommodate the recreational needs of all users.
- Action NRE-1.F Equitable Open Space Access.** Ensure an equal distribution of parks and park amenities within the City; strive to achieve a goal that all homes within Opportunity Neighborhoods – as identified in the Healthy Neighborhoods for All Element – are within one-quarter mile walking distance of at least one usable park and/or open space with amenities.

- Action NRE-1.G Neighborhood-Serving Parks.** Review and consider revising Article I (Park Land Dedication) within Title 17 (Subdivisions) to encourage privately maintained parks remain open and accessible to the public to promote equitable access.
- Action NRE-1.H Equitable Access to Healthy Food.** Support community gardens, cultural easements, and urban farms in open space plans, especially in food deserts and Opportunity Neighborhoods, to improve food access and community cohesion.
- Action NRE-1.I Culturally Significant Landscapes.** Incorporate art, signage and programming that reflect the languages, traditions and identities of local communities, and protect culturally significant landscapes in open space planning.
- Action NRE-1.J Rewilding and Open Space.** Incorporate rewilded areas into open space networks that provide passive recreation, nature interpretation, and educational opportunities, while preserving ecological integrity.
- Action NRE-1.K Indigenous Ecological Knowledge Integration.** Collaborate with Indigenous communities to incorporate traditional stewardship practices and cultural interpretation into open space management.

**GOAL NRE-2 Preservation of hillside areas as open space and scenic features.**

- Policy NRE-2.1 Hillside and Ridgeline Views.** Protect views of hillsides, ridgelines, and prominent natural features surrounding the City. These features help define the City's historic rural character, sense of place, image and identity.
- Policy NRE-2.2 El Toro Mountain as Landmark Feature.** Retain the City's unique identity by preserving its landmark natural feature, El Toro Mountain.
- Policy NRE-2.3 Scenic Hillside Preservation.** Preserve scenic hillsides around the City in an undeveloped state, wherever feasible. Provide for retention of hillside areas as open space through the dedication and/or purchase of scenic easements and/or open space easements, transfer of development rights and other appropriate measures.
- Policy NRE-2.4 Building Distance below Ridgelines.** Limit all building pads located within the hillside areas to an elevation at or below the 80-foot vertical drop from the ridgeline.
- Action NRE-2.A Rural Hillsides.** Limit the hillside/mountain areas to the east and west to low-intensity rural uses compatible with open space in order to maintain their integrity as the South County's major scenic and natural resources. (South County Joint Area Plan 16.08)
- Action NRE-2.B El Toro Mountain Preservation.** Preserve El Toro Mountain in open space above the 500-foot contour line on all sides, with the exception of the Llagas and Paradise Valleys (where all land above

the 600-foot contour elevation should be preserved).

**Action NRE-2.C Purchase of Easements.** Purchase lands and/or open space easements on El Toro Mountain through funds provided by a general bond election and/or grants from State, federal, and private sources.

**Action NRE-2.D El Toro Mountain and Santa Clara County Parks.** Work with Santa Clara County Parks and Recreation Department and/or the Open Space Authority of Santa Clara Valley (OSA) to incorporate a portion of El Toro Mountain into the County park system or into the OSA managed system of open space.

**Action NRE-2.E Hillside Ordinance.** All hillside areas with an average slope of 10 percent or greater shall be regulated by the Hillside Ordinance.



## GREENBELTS

### GOAL NRE-3 A stable, long-term City boundary reinforced by a greenbelt

#### POLICIES REGARDING CREATION OF THE GREENBELT

Policy NRE-3.1 **Greenbelt as a Community Separator.** Maintain a greenbelt to separate the northern and southern boundaries of the City from surrounding rural lands and the urbanized areas of San Jose and San Martin, using rewilded landscapes to define urban edges, prevent leapfrog development, and reduce infrastructure strain.



Policy NRE-3.2 **San Jose Coyote Valley Greenbelt.** Work with the City of San Jose and Santa Clara County to ensure that the San Jose Coyote Valley Greenbelt, which includes the area south of Palm Avenue and north of the Morgan Hill City limits and is located within the San Jose Sphere of Influence, shall continue to provide the non-urban buffer for the north side of Morgan Hill.



Policy NRE-3.3 **Greenbelt Easements.** Acquire easements on properties using an approach that would maintain some appropriate development potential, maximize the use of available funds for greenbelt and open space protection, and minimize land management and maintenance costs.



Policy NRE-3.4 **Land in Fee Title for Greenbelts.** Acquire land in fee title when the City's objectives include allowing public access to the site for recreational or related activities.



Policy NRE-3.5 **"Willing Seller" Greenbelt Acquisition.** Acquire properties and easements on a "willing seller" basis.



## POLICIES REGARDING USES WITHIN THE GREENBELT

Policy NRE-3.6 **No Commercial/Industrial Uses within Greenbelts.** Support County policies prohibiting commercial and industrial uses (excluding agricultural industry) in the unincorporated and greenbelt areas surrounding the City.



Policy NRE-3.7 **Appropriate Greenbelt Land Uses.** Encourage land uses appropriate within a greenbelt, which might include: a) low-density residential development on lots 10 acres or more in size; b) public parks and recreational areas; c) privately operated recreation areas (e.g., golf courses and riding stables); and, d) agriculture. (South County Joint Area Plan 16.16)



Policy NRE-3.8 **Appropriate Greenbelt Land Uses.** Require appropriate uses within Greenbelt areas such as parks and other designated open spaces, scenic/open space easements, golf courses, low intensity public facilities involving minimal permanent improvements and agricultural activities are appropriate uses. Existing residential may remain and new residential uses should be located and designed to have minimal visual and other environmental impacts.



Policy NRE-3.9 **Greenbelt Areas on Private Land.** Greenbelt areas which are privately owned are not intended for public recreational use.



## ACTIONS REGARDING CREATION OF THE GREENBELT

**Action NRE-3.A** **Tools to Create a Greenbelt.** Use a variety of tools to create a greenbelt, including public acquisition, land use regulation, urban development policy, economic incentives to landowners, open space easements, transfer of development rights, planned cluster development, assessment districts, and dedication of additional lands upon development.



**Action NRE-3.B** **Greenbelt Acquisition Program.** Pursue a targeted program for acquisition of Greenbelt land in fee title or conservation easements. Prioritize undeveloped properties that are most threatened with development which, if acquired, would provide significant public benefit.



**Action NRE-3.C** **Greenbelt Monitoring Program.** Develop a comprehensive program for monitoring land uses and acquiring and maintaining certain Greenbelt areas. Components of the program should include staffing and/or contract resources, identification of and securing funding for acquisition of easements and fee title to property, and administration of the program.



**Action NRE-3.D** **Regional Approach to Form a Greenbelt.** Work with San Jose and Santa Clara County to establish and preserve a defined, permanent greenbelt between Morgan Hill and San Jose in the southern Coyote Valley, comprised of agricultural uses, rural estates, and the Coyote Park chain. (South County Joint Area Plan 16.13 & 16.14)



Action NRE-3.E **Regional Greenbelt Plan Implementation.** Work with San Jose, Gilroy and Santa Clara County to implement plans for the preservation of greenbelts between the cities. (South County Joint Area Plan 16.22)



Action NRE-3.F **Greenbelt Funding Source.** Work with San Jose, Gilroy and the County to identify and establish a viable source of funding for acquiring and developing regional parks, pathways, and open space. (South County Joint Area Plan 16.22)



Action NRE-3.G **Greenbelt Priority Areas.** The highest priority areas for Greenbelt preservation include the east side of El Toro, the Edmundson/DeWitt/Sunset area, and the foothills on the eastern side of the valley north of Dunne Ave.



Action NRE-3.H **Greenbelt Secondary Priority Areas.** The second highest priority areas for Greenbelt preservation include the west side of El Toro and the hill area south of Edmundson.



Action NRE-3.I **Greenbelt Tertiary Priority Areas.** The third highest priority areas for Greenbelt preservation include the west side of Paradise Valley, the Baird Ranch (north of Llagas Road), and the Boy's Ranch/Coyote Creek Park area.



Action NRE-3.J **Fair Market Value.** When acquiring fee title or easements, offer property owners fair market value using industry standard appraisal techniques.



Action NRE-3.K **Habitat Connectivity and Landscape Resilience.** Connect fragmented open spaces using greenways, easements, and habitat corridors, focusing on key linkages for wildlife movement across jurisdictional boundaries.

## ACTIONS REGARDING USES WITHIN THE GREENBELT

Action NRE-3.L **Land Uses that Supports Greenbelts.** Support the County maintaining low densities and large minimum lot size requirements for undeveloped areas not planned for urbanization and lands identified as Greenbelt.



Action NRE-3.M **City Influence in Unincorporated Areas.** Actively work with the County to find mechanisms that would provide the City with greater influence over development in the unincorporated areas of the City's Sphere of Influence.



Action NRE-3.N **Low Impact Development in Hillside Greenbelt Areas.** Subject new development within City hillside Greenbelt areas to a site and design review process that encourages minimizing environmental impacts including minimizing the amount of grading and encouraging location of structures in areas where they are least visible from the valley floor.



Action NRE-3.O **Visibility of Structures within Greenbelts.** Encourage the evaluation and update of the basic Santa Clara County development review process to achieve greater restriction on visibility, from the valley floor and major transportation corridors, of structures in the hillside Greenbelt areas. This updated review process should result in a minimal review process for structures that are not visible from the valley floor and major transportation corridors, and an extensive review process for structures that are visible.



## AGRICULTURAL RESOURCES

### GOAL NRE-4 A viable agricultural industry.

- Policy NRE-4.1 Agriculture Retention and Transition to Urban Uses.** Support programs and techniques, including conservation easements and purchase of development rights to encourage the retention of agricultural activities and to minimize conflicts in the transition from agriculture to urban uses.
- Policy NRE-4.2 Support for Agricultural Activity.** Support agricultural activity by encouraging agriculture-related industry, commercial uses, and community events within the urban area, and expanding opportunities for small-scale agriculture.
- Policy NRE-4.3 Agriculture in the Sphere of Influence.** Support significant agricultural activity within the Sphere of Influence by providing a market for agricultural products (e.g., farmers' markets) and decreasing the costs associated with agriculture by allowing such uses to occur in the Sphere of Influence.
- Policy NRE-4.4 Farming Cooperatives in Buffer Areas.** Support use of farming cooperatives within agricultural buffer areas.
- Policy NRE-4.5 Local Agricultural Products.** Purchase locally-produced agricultural products for City functions and encourage Morgan Hill Unified School District and other local agencies to do the same, whenever feasible.
- Policy NRE-4.6 Agricultural Education.** Support programs to foster agricultural education.



Policy NRE-4.7



**Long-Term Maintenance of Agriculture.**

Continue to support the long-term maintenance of agricultural land uses and agriculture, including vineyards and wineries, as an economic enterprise in South County. (South County Joint Area Plan 14.00)

Policy NRE-4.8

**Policy Support for Agriculture.** Take positive action to encourage agriculture by supporting local, county, and State policies favorable to agriculture. (South County Joint Area Plan 14.01)

Policy NRE-4.9

**Urban Encroachment.** Require new urban development adjacent to an existing agricultural operation to create an appropriate buffer area, on land within the proposed development, between urban uses and agricultural activities.

Policy NRE-4.10

**Land Use to Support Agricultural Viability.** Maintain the economic viability of agriculture using a variety of methods, such as:

- Designating land outside urban areas as agricultural;
- Requiring minimum lot sizes in agricultural areas;
- Requiring land uses that support agricultural activities;
- Marketing the benefits of agricultural uses to the public. (South County Joint Area Plan 14.02)

Policy NRE-4.11

**Agricultural Mitigation.** Enforce the agricultural mitigation requirement of requiring the preservation of a minimum of 1 acre of agricultural land for each acre of agricultural land changed to a non-agricultural use, consistent with the City's Agricultural Lands Preservation Program.



**Policy NRE-4.12 Permanent Preservation of Agriculture.** Establish areas for the permanent preservation of agricultural lands and programs to accomplish that objective, such as exclusive agricultural zoning, transfer of development rights (TDR) programs, and right-to-farm legislation. (South County Joint Area Plan 14.03)

**Policy NRE-4.13 Urban Growth.** Wherever existing development patterns and existing and planned roads and other public facilities permit, concentrate urban development adjacent to existing developed areas in order to minimize the impact of development on agricultural land. Plan for further urban growth to occur in areas which will avoid encroachment into those agricultural lands with the greatest long-term potential to remain economically viable. (South County Joint Area Plan 14.07)

**Policy NRE-4.14 LAFCO Policies.** Support policies of the Local Agency Formation Commission (LAFCO) which would guide urban development away from those agricultural areas with the greatest potential for long-term economic viability. Use policies for Urban Service Area extensions and utility extensions to guide urban growth away from long-term agricultural areas. (South County Joint Area Plan 14.09 & 14.10)

**Policy NRE-4.15 Conversion to Urban Use.** Convert agricultural land that has been designated for urban growth in an orderly manner to retain the stability and viability of remaining agricultural lands as long as possible. (South County Joint Area Plan 14.08)

**Policy NRE-4.16 Prioritization of Agricultural Land.** Prioritize protection of existing agriculture lands in the Sphere of Influence, outside the Urban Growth Boundary.



**Policy NRE-4.17 Williamson Act Contracts.** Support the preservation of land under Williamson Act contracts within the Morgan Hill Sphere of Influence.

**Policy NRE-4.18 Agricultural Operations Disclosure.** In areas where residential development is adjacent to agricultural operations, require a disclosure to residents that agricultural operations happen nearby and that they will be exposed to impacts from such operations, such as dust, noise, and odors.

**Policy NRE-4.19 Agricultural Lands Preservation Program.** Use a wide variety of funding sources to support the Agricultural Lands Preservation Program, including land use regulation, urban development policy, conservation easements (with matching grant funds from appropriate agencies, where possible), transfer or purchase of development rights, increased transfer fees, Residential Development Control funds, or Homeowners Association fees for new development.



**Action NRE-4.A Agricultural Marketing.** Participate in direct marketing of locally produced agricultural products, as appropriate.

**Action NRE-4.B Buffer Area Requirements.** Develop and adopt buffer area requirements that address the width, location, and allowed uses in buffer areas, and address the right to farm.

**Action NRE-4.C Buffer Area Uses.** Limit activities in these buffer areas to uses which are compatible with both agricultural and urban activities, such as parks, playing fields, and/or alternative energy facilities. (South County Joint Area Plan 14.11)

**Action NRE-4.D** **South County Agricultural Areas.** Determine the range of activities permitted in agricultural areas of South County through an intergovernmental process, where the range of allowed uses reflects the activities which are necessary to promote the continued economic viability of agriculture in South County. (South County Joint Area Plan 14.12)



**Action NRE-4.E** **Small-Scale Agriculture.** Explore techniques to support small-scale agricultural operations, such as amendments to the Zoning Code to reduce minimum lot sizes for agricultural uses or allow a greater range of agricultural activities in residential and other urban areas. Consider amending the Zoning Code to allow beekeeping.

**BIOLOGICAL RESOURCES**

**GOAL NRE-5 Preservation and reclamation of streams and riparian areas as open space.**

**Policy NRE-5.1** **Reclamation of Streams and Riparian Areas.** Encourage reclamation of degraded streams and riparian areas.

**Policy NRE-5.2** **Other Agencies and Environmental Review.** Coordinate with jurisdictional agencies, as required, as part of the environmental review process for development projects.



**Policy NRE-5.3** **Natural State of Streamside and Riparian Areas.** Retain natural streamside and riparian areas in their natural state in order to preserve their value as percolation and recharge areas, natural habitat, scenic resources, and recreation corridors, and to stabilize banks. (South County Joint Area Plan 15.08)

**Policy NRE-5.4 Development Impacts in Riparian Areas.** Consider development impacts upon wildlife in riparian areas and mitigate those environmental impacts.

**Policy NRE-5.5 Flood Control Projects.** Where flood control projects are needed to protect existing development, minimize disruption of streams and riparian systems, maintaining slow flow and stable banks through design and other appropriate mitigation measures. (South County Joint Area Plan 15.08)

**Policy NRE-5.6 Stream Channel Protection.** Protect existing stream channels and riparian vegetation by requiring buffering or landscaped setbacks and storm runoff interception as specified in Table NRE-1.

TABLE NRE-1 REQUIRED STREAM SETBACK DISTANCES			
Slope	Category 1 Streams (Water Present Year Round During Normal Rain Years)		Category 2 Streams (Water Present During the Wet Season Only During Normal Rain Years)
	Inside Urban Service Area	Outside Urban Service Area	Inside/Outside Urban Service Area
0-30%	100 feet	150 feet	35 feet
>30%	150 feet	200 feet	

**Policy NRE-5.7 Creek Visibility.** Require creek areas in new developments to be visible from the public right-of-way to ensure safety, maintenance, access, and integration into the neighborhood.

**Policy NRE-5.8** **Creeks Access.** Access to creeks should be of sufficient width to accommodate trails, flood control access, and protection of riparian habitat. (South County Joint Area Plan 16.11)

**Action NRE-5.A** **West Little Llagas Creek.** A proposed streamside park along West Little Llagas Creek should be actively implemented and connected to the County trail system. (South County Joint Area Plan 16.10 & 16.12)



**Action NRE-5.B** **Design Guidelines for Riparian Features.** Develop Design Guidelines for preserving, reclaiming and incorporating riparian features into development.


**Action NRE-5.C** **Riparian Preservation and Reclamation Programs.** Develop programs for the preservation and reclamation of degraded riparian areas.

**GOAL NRE-6 Protection of native plants, animals, and sensitive habitats.**

**Policy NRE-6.1** **Natural State of Habitat.** Preserve all fish and wildlife habitats in their natural state whenever possible. Consider development impacts upon wildlife and utilize actions to mitigate those environmental impacts.

**Policy NRE-6.2** **Habitat Conservation Plan.** Support the implementation of the Santa Clara Valley Habitat Plan to protect wildlife, rare and endangered plants and animals, and sensitive habitats from loss and destruction.



- Policy NRE-6.3**     **Urban Expansion Impacts.** Minimize impacts upon wildlife when considering annexations, urban service area extensions, and other governmental actions that permit urban development of previously undeveloped property.
- Policy NRE-6.4**     **Tree Preservation and Protection.** Preserve and protect mature, healthy trees whenever feasible, particularly native trees, historically significant trees, and other trees which are of significant size or of significant aesthetic value to the immediate vicinity or to the community as a whole.
- Policy NRE-6.5**     **Soil and Erosion.** Require development to be designed to conserve soil and avoid erosion. (South County Joint Area Plan 13.06)
- Policy NRE-6.6**     **Use of Native Plants.** Encourage use of native plants, especially drought-resistant species, in landscaping.
- Policy NRE-6.7**     **Habitat Protection and Enhancement.** Encourage the protection, restoration, and enhancement of remaining native grasslands, oak woodlands, marshlands, and riparian habitat.
-  **Policy NRE-6.8**     **Community-Led Rewilding.** Support community-driven restoration of native ecosystems, including on underutilized city parcels, through grants and technical assistance.
- Action NRE-6.A**     **Standard Measures for Construction Activities.** Develop a set of standard measures requiring construction activities to avoid disturbance to natural features to the extent feasible.

- Action NRE-6.B Small-Scale Rewilding.** Incorporate pocket parks, vacant lots, utility corridors, and roadside medians, where appropriate, into rewilding strategies that expand habitat connectivity and green infrastructure within urban areas.
- Action NRE-6.C Ecological Rewilding.** Encourage native vegetation, pollinator gardens, and green roofs that provide ecological benefits while improving air quality, shading, and stormwater management.
- Action NRE-6.D Connected Rewilding Sites.** Connect small-scale rewilded sites to larger open space and habitat corridors, ensuring that urban ecological restoration contributes to regional climate resilience and biodiversity goals.

## WATER QUALITY AND CONSERVATION

### GOAL NRE-7 Conservation of water resources.

- Policy NRE-7.1 Water Standards for Private Development.** Promote water conservation and efficient water use in all private development projects. Require development to exceed State standards for the use of water.
- Policy NRE-7.2 Water Standards for Public Development.** Promote water conservation and efficient water use in all public development projects. All new public buildings shall be designed to exceed State standards for water efficiency.
- Policy NRE-7.3 Water Efficiency and Landscaping.** Promote water conservation and efficient water use in all public and private landscaping plans.
- Policy NRE-7.4 Non-Potable Water for Irrigation.** Encourage use of non-potable water for landscape irrigation.



Policy NRE-7.5



**Dual Plumbing.** Explore installation of dual plumbing in large, new commercial and/or residential developments to enable future use of recycled non-potable water generated on- or off-site.

Action NRE-7.A

**Infrastructure Maintenance.** Correct known deficiencies in the City's sewer, storm drain, and water systems and work toward environmentally sustainable systems. Maintain the City's infrastructure to ensure that facilities are up to date and incorporate efficiency and conservation mechanisms.

Action NRE-7.B

**Drought-Tolerant Landscaping.** Develop local ordinances that require new commercial and industrial development to use only drought-tolerant landscaping and that increase the use of drought-tolerant landscaping in new residential development.

Action NRE-7.C

**Water Fixture Retrofitting.** Create incentives for homeowners of older residential buildings to retrofit water fixtures to improve water efficiency and conservation. Explore ways to link homeowners with incentive programs offered by other agencies or organizations. Options for creating a City-sponsored retrofit program could include using Residential Development Control Funds or creating Citywide fees for water usage. Work with utility providers and City departments to market the program owners who own older homes, are undertaking renovations, or are new owners.

Action NRE-7.D

**Water Efficiency at City Facilities.** Develop a comprehensive strategy for using water efficiently at all City facilities.

**GOAL NRE-8 Protection of water quality from contamination associated with urbanization.**

- Policy NRE-8.1 Contamination from Toxic Chemicals.** Protect water quality from contamination, and monitor it to assure that present policies and regulations are adequate. Prohibit such uses as waste facilities, septic systems, and industries using toxic chemicals where polluting substances may come in contact with groundwater, floodwaters, and creeks or reservoir waters. (South County Joint Area Plan 8.00)
- Policy NRE-8.2 Septic Systems.** Continue land use policies that limit the number of individual septic systems in areas vulnerable to groundwater contamination, because of the potential for cumulative degradation of water quality. (South County Joint Area Plan 8.01)
- Policy NRE-8.3 Water Quality Monitoring.** Continue to monitor groundwater and surface water quality conditions to determine if changes in regulations regarding septic systems and land use are needed. (South County Joint Area Plan 8.04)
- Policy NRE-8.4 Sewer Service for Future Development.** In areas where future development is expected to be served by sewers, continue large lot policies which allow minimal development and limited numbers of septic systems. (This approach increases the feasibility of designing future urban density subdivisions with smaller lots, which are more efficient for sewers in terms of service and cost.) (South County Joint Area Plan 8.02)

**Policy NRE-8.5**      **Hazardous Waste Facilities.** Site and operate hazardous waste disposal facilities and transfer stations so as to minimize hazards to ground and surface water quality. (South County Joint Area Plan 8.07)

**Policy NRE-8.6**      **Percolation Rates.** Protect properties located in areas that have soils with rapid water percolation from future development in order to ensure existing water quality. Permit development (including commercial and industrial uses) in such areas only under strict safety limitations according to the City's Hazardous Materials Storage Ordinance section specifically related to high percolation rates. (South County Joint Area Plan 8.11 & 8.12)

**Policy NRE-8.7**      **Aquifer Protection.** In order to provide greater protection of the aquifers which supply drinking water to the South County, give special consideration to the management of contaminants (e.g., hazardous materials, sanitary effluents) in groundwater recharge areas where no protective aquitard layer exists. (South County Joint Area Plan 8.13)



**Policy NRE-8.8**      **Water Quality Compliance.** Implement Best Management Practices to improve water quality, in conformance with the South Santa Clara County and City of Morgan Hill Total Maximum Daily Load (TMDL) Monitoring Plan for the Pajaro River Watershed (2015) and findings in subsequent annual status updates, as required for compliance with community standards and applicable State and federal provisions.



**GOAL NRE-9 Cooperative efforts to ensure regional water quality.**

Policy NRE-9.1



**Interjurisdictional Coordination.** Maintain close coordination with the following agencies and organizations which share jurisdiction and interest relative to South County's water supply and water quality: the Regional Water Quality Control Boards, Santa Clara Valley Water District, Santa Clara County, City of Gilroy Planning Department, and San Martin Planning Committee. (South County Joint Area Plan 10.02)

Policy NRE-9.2



**Water Board Standards.** Encourage the two Regional Water Quality Control Boards which have jurisdiction in South County to agree upon compatible water quality standards and consistent approaches to implementing the State Board's nondegradation policy, so as not to confuse developers and jurisdictions which must carry out the Board's regulations. (South County Joint Area Plan 10.01)

Policy NRE-9.3



**Solid Waste Facility Impacts and Benefits.** Work jointly with Gilroy and Santa Clara County to achieve a balance between potential negative impacts and the benefits associated with the location of solid waste disposal sites and transfer stations. (South County Joint Area Plan 8.10)

Policy NRE-9.4



**Compatibility of Regulations.** Where appropriate, the Regional Water Quality Boards, Cities, County and other local agencies should adopt compatible ordinances (i.e., Hazardous Materials Storage Ordinance's HMSOs), standards (i.e., septic tank and alternative treatment and disposal methods), and enforcement procedures (i.e., implementing AB 2185, California Health and Safety Code Chapter 6.95, Division 20, Section 25500 et seq.) regarding water quality so that there is no advantage for a company to locate in an area with lower standards. (South County Joint Area Plan 10.03)

Action NRE-9.A



**Intergovernmental Coordination.** Consider intergovernmental coordination between the Cities, the County, and local agencies as an effective means of resolving issues of concern and investigating the feasibility of compatible standards, ordinances, and enforcement procedures. (South County Joint Area Plan 10.00)

## AIR QUALITY

### GOAL NRE-10 Reduced air pollution emissions.


Policy NRE-10.1



**Regional and Subregional Cooperation.** Cooperate with regional agencies in developing and implementing air quality management plans. Support subregional coordination with other cities, counties, and agencies in the Santa Clara Valley and adjacent areas to address land use, jobs/housing balance, and transportation planning issues as a means of improving air quality.

**Policy NRE-10.2 State and Federal Regulation.** Encourage effective regulation of mobile and stationary sources of air pollution and support State and federal regulations to improve automobile emission controls.

**Policy NRE-10.3 Automobile Emissions.** Encourage the use of and infrastructure for alternative fuel, hybrid, and electric vehicles. Encourage new and existing public and private development to include electric vehicle charging stations.

 **Policy NRE-10.4 Reduced Automobile Use.** To reduce air pollution the frequency and length of automobile trips and the amount of traffic congestion by controlling sprawl, promoting infill development, and encouraging mixed uses and higher density development near transit. Support the expansion and improvement of alternative modes of transportation. Encourage development project designs that protect and improve air quality and minimize direct and indirect air pollutant emissions by including components that reduce vehicle trips.

**Action NRE-10.A Municipal Vehicle Fleet.** Reduce air emission from municipal vehicles by increasing the City's alternative fuel vehicle fleet.

**Action NRE-10.B Public Employees.** Develop programs to reduce vehicle use by City employees.

**Action NRE-10.C City Regulation.** Review and evaluate ~~ion~~ the effectiveness of the City's site design measures, transit incentives, and new transportation technologies and encourage those that most successfully reduce air pollutant emissions.

**GOAL NRE-11 Minimized exposure of people to toxic air contaminants such as ozone, carbon monoxide, lead, and particulate matter.**

- Policy NRE-11.1 TACs and Proposed Sensitive Uses.** Require modeling for sensitive land uses, such as residential development, proposed near sources of pollution such as freeways and industrial uses. Require new residential development and projects categorized as sensitive receptors to incorporate effective mitigation measures into project designs or be located adequate distances from sources of toxic air contaminants (TACs) to avoid significant risk to health and safety.
- Policy NRE-11.2 TACs and Existing Sensitive Uses.** Encourage the installation of appropriate air filtration mechanisms at existing schools, residences, and other sensitive receptors adversely affected by existing or proposed pollution sources.
- Policy NRE-11.3 Health Risk Assessments.** For proposed development that emits toxic air contaminants, require project proponents to prepare health risk assessments in accordance with Bay Area Air Quality Management District procedures as part of environmental review and implement effective mitigation measures to reduce potential health risks to less-than-significant levels. Alternatively, require these projects to be located an adequate distance from residences and other sensitive receptors to avoid health risks. Consult with the Bay Area Air Quality Management District to identify stationary and mobile toxic air contaminant sources and determine the need for and requirements of a health risk assessment for proposed developments.

**Policy NRE-11.4 Truck Routes.** For development projects generating significant heavy duty truck traffic, designate truck routes that minimize exposure of sensitive receptors to toxic air contaminants and particulate matter.

**Policy NRE-11.5 Truck Idling.** For development projects generating significant truck traffic, require signage to remind drivers that the State truck idling law limits truck idling to five (5) minutes.

**Policy NRE-11.6 Vegetation Buffers.** Encourage the use of pollution-absorbing trees and vegetation in buffer areas between substantial sources of toxic air contaminants and sensitive receptors.

**GOAL NRE-12 Minimized air pollutant emissions from demolition and construction activities.**

**Policy NRE-12.1 Best Practices.** Requirement that development projects implement best management practices to reduce air pollutant emissions associated with construction and operation of the project.

**Policy NRE-12.2 Conditions of Approvals.** Include dust, particulate matter, and construction equipment exhaust control measures as conditions of approval for subdivision maps, site development and planned development permits, grading permits, and demolition permits. At a minimum, conditions shall conform to construction mitigation measures recommended in the current Bay Area Air Quality Management District CEQA Guidelines.

**Policy NRE-12.3 Control Measures.** Require construction and demolition projects that have the potential to disturb asbestos (from soil or building material) to comply with all the requirements of the California Air Resource Board's air toxics control measures (ATCMs) for Construction, Grading, Quarrying, and Surface Mining Operations.

**Policy NRE-12.4 Grading.** Require subdivision designs and site planning to minimize grading and use landform grading in hillside areas.

**Action NRE-12.A Standard Measures for Demolition and Grading.** Adopt and periodically update dust, particulate matter, and exhaust control standard measures for demolition, grading, and construction activities to include on project plans mitigation measures as conditions of approval based Bay Area Air Quality Management District CEQA Guidelines. Include measures to prevent silt loading on roadways that generates particulate matter air pollution by prohibiting unpaved or unprotected access to public roadways from construction sites.

**Action NRE-12.B Grading Ordinance.** Revise the grading ordinance and condition grading permits to require that graded areas be stabilized from the completion of grading to commencement and construction.

**GOAL NRE-13 Use of green building practices in new and existing development to promote a healthful indoor environment.**

**Policy NRE-13.1 Building Materials.** Promote the use of building materials that maintain healthful indoor air quality in an effort to reduce irritation and exposure to toxins and allergens for building occupants.



**Policy NRE-13.2 Construction and Pre-Occupancy Practices.** Encourage construction and pre-occupancy practices to improve indoor air quality for new development upon occupancy of the structure.

**Action NRE-13.A Building Materials Ordinance.** Develop and implement ordinances to promote the use of building materials, furniture, and paint that maintain healthful indoor air quality and to discourage the use of materials that degrade indoor air quality.

**Action NRE-13.B Construction and Pre-Occupancy Practices Ordinance.** Develop and implement ordinances to promote construction and pre-occupancy practices beneficial to indoor air quality, such as sealing of the HVAC system during construction, air flush outs prior to occupancy, and/or air quality testing and corrections prior to occupancy.

**GOAL NRE-14 Minimum exposure of residents to objectionable odors.**

**Policy NRE-14.1 New Odor Sources.** For new, expanded, or modified facilities that are potential sources of objectionable odors-require an analysis of possible odor impacts and the provision of odor minimization and control measures as mitigation.


**Policy NRE-14.2 Odors and Proposed Sensitive Uses.** Require new residential development projects and projects categorized as sensitive receptors to be located an adequate distance from facilities that are existing or potential sources of odor. Determine the adequate separation distance based on the type, size, and operations of the facility.

## CLIMATE CHANGE

### GOAL NRE-15 An adaptive and resilient community that responds to climate change.

- Policy NRE-15.1 Greenhouse Gas Emission Reduction Targets.** Maintain a greenhouse gas reduction trajectory that is consistent with the greenhouse gas reduction targets of Executive Orders B-30-15 (40 percent below 1990 levels by 2030) and S-03-05 (80 percent below 1990 levels by 2050) to ensure the City is consistent with statewide efforts to reduce greenhouse gas emissions.
- Policy NRE-15.2 Linking Land Use and Transportation.** Encourage land use and transportation patterns that reduce dependence on automobiles.
- Policy NRE-15.3 Climate Action Plan.** Utilize policies in this General Plan denoted with the green leaf symbol as the City's greenhouse gas emissions reduction strategy.
- Policy NRE-15.4 Sustainable Land Use.** Promote land use patterns that reduce the number and length of motor vehicle trips.
- Policy NRE-15.5 Jobs Housing Balance.** To the extent feasible, encourage a balance and match between jobs and housing.
- Policy NRE-15.6 Residential Near Transit.** Encourage higher density residential and mixed-use development adjacent to commercial centers and *transit corridors* – the land along or within walking distance of a street served by transit.

- Policy NRE-15.7** **Mix of Uses in Employment Centers.** Encourage employment areas to include a mix of support services to minimize the number of employee trips.
- Policy NRE-15.8** **Walkable City.** Encourage retail and office areas to be located within walking and biking distance of existing and proposed residential developments.
- Policy NRE-15.9** **Urban Forest.** Support development and maintenance of a healthy, vibrant urban forest through outreach, incentives, and strategic leadership.
- Policy NRE-15.10** **VMT Reduction.** Continue to work with the Santa Clara Valley Transportation Authority on regional transportation solutions that will reduce vehicle miles traveled and greenhouse gas emissions.
- Policy NRE-15.11** **Green Building.** Promote green building practices in new development.
- Policy NRE-15.12** **Municipal Fleet Alternative Fuel Vehicles.** Shift municipal vehicle fleet from gasoline- and diesel-powered vehicles to alternative fueled vehicles, to the extent possible.
- Policy NRE-15.13** **Climate-Responsive Open Space Planning.** Integrate urban greening, native landscaping, and natural buffers into open space planning to mitigate heat, support biodiversity, and reduce wildfire risk.
- Policy NRE-15.14** **Urban Heat.** Use parks and open spaces as tools to reduce the urban heat island effect, especially in Opportunity Neighborhoods and heat-vulnerable communities.


- Action NRE-15.A Long-term GHG Reduction Monitoring.**  Regularly monitor progress made towards the City's 2035 and additional future targets through inventory updates and review of implementation success related to statewide actions.
- Action NRE-15.B Green Infrastructure.** Integrate green infrastructure at larger and small scales in urban areas, such as tree canopy, bioswales, and native habitats, improving air quality, stormwater management, and mental health.
- Action NRE-15.C Multi-Benefit Ecosystems.** Integrate rewilding into green infrastructure plans, leveraging native vegetation to provide shade, cooling, carbon sinks, and erosion control.
- Action NRE-15.D Climate Resilience.** Restore degraded ecosystems with high potential for rewilding, prioritizing lands that can support biodiversity, aquifer recharge, and long-term ecosystem recovery, thereby combating climate change.
- Action NRE-15.E Climate Education.** Support environmental education and youth engagement programs that connect Opportunity Neighborhoods with nature and green careers.
- Action NRE-15.F Urban Heat Mitigation.** Increase urban tree canopy, shaded areas, and open space within heat-vulnerable communities, especially in Opportunity Neighborhoods, to mitigate extreme heat and improve health outcomes, prioritizing heat exposed sidewalks, transit stops, parks, and multi-family housing.


## ENERGY EFFICIENCY

### GOAL NRE-16 Conservation of energy resources.


**Policy NRE-16.1 Energy Standards for New Development.** New development, including public buildings, should be designed to exceed State standards for the use of energy.


**Policy NRE-16.2 Energy Conservation.** Promote energy conservation techniques and energy efficiency in building design, orientation, and construction.

 **Policy NRE-16.3 Energy Use Data and Analysis.** Provide information to increase building owner, tenant, and operator knowledge about how, when, and where building energy is used.

 **Policy NRE-16.4 Retrofit Financing.** Promote existing and support development of new private financing options for building retrofits and renewable energy development.

**Policy NRE-16.5 Energy Efficiency.** Encourage development project designs that protect and improve air quality and minimize direct and indirect air pollutant emissions by including components that promote energy efficiency.

 **Policy NRE-16.6 Landscaping for Energy Conservation.** Encourage landscaping plans for new development to address the planting of trees and shrubs that will provide shade to reduce the need for cooling systems and allow for winter daylighting.

 **Policy NRE-16.7 Renewable Energy.** Encourage new and existing development to incorporate renewable energy generating features, like solar panels and solar hot water heaters.



**Policy NRE-16.8 Residential Development Code.** Emphasize energy conservation building techniques for new residential construction through the implementation of Chapter 18.78 of the Municipal Code.



**Policy NRE-16.9 Subdivision Design.** In compliance with Section 66473.1 of the State Subdivision Map Act, promote subdivision design that provides for passive solar heating and natural cooling through the Development Review Committee subdivision review procedures.

**Action NRE-16.A Community Choice Aggregation.** Partner with other Santa Clara County jurisdictions to determine the feasibility for development of a regional CCA program, including identification of the geographic scope, potential costs to participating jurisdictions and residents, and potential liabilities.



**Action NRE-16.B Municipal Energy Audit.** In cooperation with PG&E, subject all municipal buildings to an energy audit and perform practicable energy conservation alterations on municipal buildings. Such alterations can include modifying automatic heating, cooling, and lighting systems, and installing natural ventilation methods and solar hot water systems, etc.

**Action NRE-16.C Local Energy Ordinances.** Develop local ordinances that promote energy conservation and efficiency. Examples of such ordinances include: energy audits, solar access, solar swimming pool heating, insulation and solar retrofit, and solar water heating.



**Action NRE-16.D Energy Efficiency Plan.** Develop a comprehensive strategy for using energy efficiently at all City facilities.





# Natural Resources & Environment Element Update

City Council  
December 3, 2025



# Why are we doing this?

## Senate Bill 1425 (Advancing Climate Resilience through Open Space Updates)

- Equitable access to open space, considering social, economic, and racial equity.
- Climate resilience and other co-benefits of open space.
- Rewilding opportunities to preserve and enhance natural ecosystems.
  - To preserve, enhance, and expand an integrated network of open space to support beneficial uses, such as habitat, recreation, natural resources, historic and tribal resources, water management, and aesthetics, and establishing a natural communities conservation plan to provide for coordinated mitigation of the impacts of new development.
- Update Open Space Element by January 1, 2026.

# Senate Bill 1425 (Advancing Climate Resilience through Open Space Updates)

## Equity

- SB 1425 mandates equitable planning for open spaces.
- Coordination of policies with draft Healthy Neighborhoods for All Element.
- Improve opportunities for physical activity for Opportunity Neighborhoods.
- Detailed data analysis and inclusive and innovative outreach to best meet the community's needs and desires.
  - Achieved jointly through Healthy Neighborhoods for All.

# Senate Bill 1425 (Advancing Climate Resilience through Open Space Updates)

## Climate Resilience

- Support the management of open space to provide nature-based solutions to the climate crisis.
- Reduction of short- and long-term risks from climate hazards such as extreme heat, wildfire, flooding.
- Coordination of policies with Safety, Services, and Infrastructure Element.
- Reduce heat locally, improve health outcomes, manage wildfire and landslide threats.

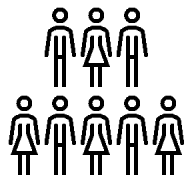
# Senate Bill 1425 (Advancing Climate Resilience through Open Space Updates)

## Rewilding

- Ensure habitat connectivity that may span multiple jurisdictions, regions, or even states.
- Protecting or restoring large areas of connected habitat.
- Coordination of policies with City and Neighborhood Form Element.
- While rewilding necessarily occurs at very large scales, city- and county-scale planning can address important portions of large-scale rewilding goals.

# Summary of Engagement

	# of events		# of people engaged
	<b>6</b>	Pop-Up Events	<b>176</b>
	<b>23</b>	Community Events	<b>577</b>
	<b>27</b>	Visioning Workshops	<b>749</b>
	<b>3</b>	iMorgan Hill Prospera!	<b>27</b>



**59 events reaching a total of 1,529 community members**



# Community Engagement

## Key Issues

- Concerns about traffic-related pollution and the need for more green space.
- Need for affordable recreation and expanded park access.
- More trees and green spaces are needed to improve air quality and overall environmental health.
- Community members expressed the need to have closer parks, parks for all abilities, and ages.
- Public park facilities in Opportunity Neighborhoods are limited.
- Need pedestrian and bicycle trails connecting neighborhoods to schools.

# Open Space, Hillsides, and Scenic Features

GOAL NRE-1 Preserve, enhance, and equitably expand open space areas and natural features in Morgan Hill to support ecological health, climate resilience, cultural identity, and access for all residents  
*Preservation of open space areas and natural features.*

- **Policy NRE-1.1 Natural Features.** Preserve and restore outstanding natural features, such as the skyline of a prominent *hill ridgelines* and rock outcroppings, by integrating them into ecological corridors and climate-resilient landscapes.
- **Policy NRE-1.2 Large Open Space Areas.** Work with the County, the Open Space Authority, appropriate conservancy organizations and land trusts, and property owners to preserve large open space areas, such as agricultural lands and outdoor recreation areas, to conserve natural resources and retain the City's unique identity. Prioritize partnerships in areas that provide floodplain resilience, urban heat mitigation, or biodiversity co-benefits.

# Open Space, Hillsides, and Scenic Features

- **Policy NRE-1.3 Designated Open Space.** ~~Maintain land~~ Connect designated as “Open Space” lands on the Morgan Hill General Plan Land Use Map (Figure CNF-3), ~~in accordance with Measure C, through fiscal year 2019/20~~ through expanded trail networks and pedestrian infrastructure to improve connections between homes, schools, parks and public services, with attention to safety and accessibility.
- **Policy NRE-1.4 South County Open Space.** Preserve and maintain the wide variety of open spaces in the South County; including greenbelt areas, parks, and agricultural uses (South County Joint Area Plan 16.00). Promote interjurisdictional efforts to address equitable park access and rewilding opportunities in South County open spaces.
- **Policy NRE-1.6 Open Space Preservation Tools.** Use a variety of open space preservation tools to protect open space, including public acquisition, land use regulation, urban development policy, economic incentives to landowners, open space easements, transfer of development rights, planned cluster development, assessment districts, and dedication of additional lands upon development (South County Joint Area Plan 16.17). Incorporate equity-based prioritization tools and incentives to support open space preservation in Opportunity Neighborhoods identified in the Healthy Neighborhoods for All Element.

# Open Space, Hillsides, and Scenic Features

- **Policy NRE-1.10 Wetland Delineation and Mitigation.** Require wetland delineation, ~~and~~ mitigation, and long-term enhancement measures—including native species planting, flood storage functions, and community access—during as part of the environmental review of future land development applications.
- ~~**Policy NRE-1.11 Wetlands Enhancement.** Encourage enhancement of sensitive wetlands as part of future development.~~
- **Policy NRE-1.11 Prioritize Open Space within Opportunity Neighborhoods.** Prioritize the siting of open space, new parks, and recreation facilities within Opportunity Neighborhoods that support physical health.
- **Action NRE-1.E Inclusive Parks and Open Space.** Design new parks and open space to be inclusive, equitable, and accessible for all ages, abilities, and cultural needs, while transforming existing parks to accommodate the recreational needs of all users.
- **Action NRE-1.F Equitable Open Space Access.** Ensure an equal distribution of parks and park amenities within the City; strive to achieve a goal that all homes within Opportunity Neighborhoods – as identified in the Healthy Neighborhoods for All Element – are within one-quarter mile walking distance of at least one usable park and/or open space with amenities.

# Open Space, Hillsides, and Scenic Features

- **Action NRE-1.G Neighborhood-Serving Parks.** Review and consider revising Article I (Park Land Dedication) within Title 17 (Subdivisions) to encourage privately maintained parks remain open and accessible to the public to promote equitable access.
- **Action NRE-1.H Equitable Access to Healthy Food.** Support community gardens, cultural easements, and urban farms in open space plans, especially in food deserts and Opportunity Neighborhoods, to improve food access and community cohesion.
- **Action NRE-1.I Culturally Significant Landscapes.** Incorporate art, signage and programming that reflect the languages, traditions and identities of local communities, and protect culturally significant landscapes in open space planning.
- **Action NRE-1.J Rewilding and Open Space.** Incorporate rewilded areas into open space networks that provide passive recreation, nature interpretation, and educational opportunities, while preserving ecological integrity.
- **Action NRE-1.K Indigenous Ecological Knowledge Integration.** Collaborate with Indigenous communities to incorporate traditional stewardship practices and cultural interpretation into open space management.

# Greenbelts

## GOAL NRE-3      A stable, long-term City boundary reinforced by a greenbelt.

- **Policy NRE-3.1      Greenbelt as a Community Separator.** Maintain a greenbelt to separate the northern and southern boundaries of the City from surrounding rural lands and the urbanized areas of San Jose and San Martin, using rewilded landscapes to define urban edges, prevent leapfrog development, and reduce infrastructure strain.
- **Action NRE-3.K      Habitat Connectivity and Landscape Resilience.** Connect fragmented open spaces using greenways, easements, and habitat corridors, focusing on key linkages for wildlife movement across jurisdictional boundaries.

# Biological Resources

## GOAL NRE-6      Protection of native plants, animals, and sensitive habitats.

- *Policy NRE-6.8      Community-Led Rewilding. Support community-driven restoration of native ecosystems, including on underutilized city parcels, through grants and technical assistance.*
- *Action NRE-6.B      Small-Scale Rewilding. Incorporate pocket parks, vacant lots, utility corridors, and roadside medians, where appropriate, into rewilding strategies that expand habitat connectivity and green infrastructure within urban areas.*
- *Action NRE-6.C      Ecological Rewilding. Encourage native vegetation, pollinator gardens, and green roofs that provide ecological benefits while improving air quality, shading, and stormwater management.*
- *Action NRE-6.D      Connected Rewilding Sites. Connect small-scale rewilded sites to larger open space and habitat corridors, ensuring that urban ecological restoration contributes to regional climate resilience and biodiversity goals.*

# Climate Change

## GOAL NRE-15     **An adaptive and resilient community that responds to climate change.**

- *Policy NRE-15.13    **Climate-Responsive Open Space Planning.** Integrate urban greening, native landscaping, and natural buffers into open space planning to mitigate heat, support biodiversity, and reduce wildfire risk.*
- *Policy NRE-15.14    **Urban Heat.** Use parks and open spaces as tools to reduce the urban heat island effect, especially in Opportunity Neighborhoods and heat-vulnerable communities.*
- *Action NRE-15.B    **Green Infrastructure.** Integrate green infrastructure at larger and small scales in urban areas, such as tree canopy, bioswales, and native habitats, improving air quality, stormwater management, and mental health.*
- *Action NRE-15.C    **Multi-Benefit Ecosystems.** Integrate rewilding into green infrastructure plans, leveraging native vegetation to provide shade, cooling, carbon sinks, and erosion control.*

# Climate Change

## GOAL NRE-15     **An adaptive and resilient community that responds to climate change.**

- ***Action NRE-15.D    Climate Resilience.** Restore degraded ecosystems with high potential for rewilding, prioritizing lands that can support biodiversity, aquifer recharge, and long-term ecosystem recovery, thereby combating climate change.*
- ***Action NRE-15.E    Climate Education.** Support environmental education and youth engagement programs that connect Opportunity Neighborhoods with nature and green careers.*
- ***Action NRE-15.F    Urban Heat Mitigation.** Increase urban tree canopy, shaded areas, and open space within heat-vulnerable communities, especially in Opportunity Neighborhoods, to mitigate extreme heat and improve health outcomes, prioritizing heat exposed sidewalks, transit stops, parks, and multi-family housing.*

# Natural Resources & Environment Element Update

## Recommendation

1. Open/Close Public Hearing; and
2. Adopt Resolution to amend the text of the Natural Resources and Environment Element of the Morgan Hill 2035 General Plan.

## Findings

1. The proposed amendment meets the letter and intent of the general plan goals and policies.

# Questions?



# Actualización del elemento de Recursos Naturales y Medio Ambiente

City Council  
3 de diciembre de 2025



# ¿Por qué hacemos esto?

## Proyecto de Ley del Senado 1425 (Promoción de la resiliencia climática a través de actualizaciones de espacios abiertos)

- Acceso equitativo a los espacios abiertos, considerando la equidad social, económica y racial.
- Resiliencia climática y otros beneficios colaterales de los espacios abiertos.
- Oportunidades de restauración de ecosistemas para preservar y mejorar los ecosistemas naturales.
  - Preservar, mejorar y ampliar una red integrada de espacios abiertos para apoyar usos beneficiosos, como hábitat, recreación, recursos naturales, recursos históricos y tribales, gestión del agua y estética, y establecer un plan de conservación de comunidades naturales para proporcionar una mitigación coordinada de los impactos de los nuevos desarrollos.
- Actualizar el elemento Espacio Abierto antes del 1 de enero de 2026.

# Proyecto de Ley del Senado 1425 (Promoción de la resiliencia climática a través de actualizaciones de espacios abiertos)

## Equidad

- El proyecto de ley SB 1425 exige una planificación equitativa de los espacios abiertos.
- Coordinación de políticas con el borrador del elemento de Barrios Saludables para Todos.
- Mejorar las oportunidades para la actividad física en los barrios con oportunidades.
- Análisis detallado de datos y un enfoque inclusivo e innovador para satisfacer mejor las necesidades y deseos de la comunidad.
  - Logrado conjuntamente a través de Barrios Saludables para Todos.

# Proyecto de Ley del Senado 1425 (Promoción de la resiliencia climática a través de actualizaciones de espacios abiertos)

## Resiliencia climática

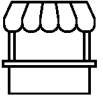
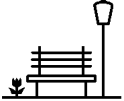


- Apoyar la gestión de espacios abiertos para proporcionar soluciones basadas en la naturaleza a la crisis climática.
- Reducción de los riesgos a corto y largo plazo derivados de peligros climáticos como el calor extremo, los incendios forestales y las inundaciones.
- Coordinación de políticas con el elemento de Seguridad, Servicios e Infraestructura.
- Reducir el calor localmente, mejorar los resultados de salud, gestionar las amenazas de incendios forestales y deslizamientos de tierra.

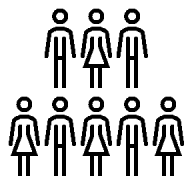
# Proyecto de Ley del Senado 1425 (Promoción de la resiliencia climática a través de actualizaciones de espacios abiertos)

## Reconstrucción

- Garantizar la conectividad del hábitat que puede abarcar múltiples jurisdicciones, regiones o incluso estados.
- Proteger o restaurar grandes áreas de hábitat conectado.
- Coordinación de políticas con el elemento de formulario de la ciudad y el vecindario.
- Si bien la restauración de ecosistemas ocurre necesariamente a gran escala, la planificación a nivel de ciudad y condado puede abordar aspectos importantes de los objetivos de restauración de ecosistemas a gran escala.

# Resumen del compromiso

	# de eventos		# de personas comprometidas
	<b>6</b>	Eventos emergentes	<b>176</b>
	<b>23</b>	Eventos comunitarios	<b>577</b>
	<b>27</b>	Talleres de visión	<b>749</b>
	<b>3</b>	¡Morgan Hill Prospera!	<b>27</b>



**59 eventos que alcanzaron un total de 1,529 miembros de la comunidad**



# Participación comunitaria

## Cuestiones clave

- Preocupación por la contaminación relacionada con el tráfico y la necesidad de más espacios verdes.
- Necesidad de recreación asequible y mayor acceso a los parques.
- Se necesitan más árboles y espacios verdes para mejorar la calidad del aire y la salud ambiental en general.
- Los miembros de la comunidad expresaron la necesidad de tener parques más cercanos, parques para todas las capacidades y edades.
- Las instalaciones de parques públicos en los barrios de oportunidades son limitadas.
- Se necesitan senderos para peatones y ciclistas que conecten los vecindarios con las escuelas.

# Espacios abiertos, laderas y elementos paisajísticos

**OBJETIVO NRE-1** Preservar, mejorar y ampliar equitativamente las áreas de espacios abiertos y los elementos naturales en Morgan Hill para apoyar la salud ecológica, la resiliencia climática, la identidad cultural y el acceso para todos los residentes ~~Preservación de espacios abiertos y elementos naturales.~~

- **Política NRE-1.1 Características naturales.** Preservar y restaurar rasgos naturales excepcionales, como el horizonte de un prominente ~~colina~~ crestas and rock y afloramientos rocosos, integrándolos en corredores ecológicos y paisajes resilientes al clima.
- **Política NRE-1.2 Grandes áreas de espacios abiertos.** Colaborar con el Condado, la Autoridad de Espacios Abiertos, las organizaciones de conservación y los fideicomisos de tierras pertinentes, y los propietarios para preservar grandes áreas de espacios abiertos, como tierras agrícolas y áreas de recreación al aire libre, para conservar los recursos naturales y mantener la identidad única de la Ciudad Priorizar las alianzas en áreas que proporcionen resiliencia a las llanuras aluviales, mitigación del calor urbano o beneficios colaterales para la biodiversidad.

# Espacios abiertos, laderas y elementos paisajísticos

- **Política NRE-1.3 Espacio abierto designado.** ~~Mantener la tierra Conectar designado como “Espacio abierto” tierras en el Mapa de Uso de Suelo del Plan General de Morgan Hill (Figura CNF-3), de conformidad con la Medida C, hasta el año fiscal 2019/20 mediante la ampliación de las redes de senderos y la infraestructura peatonal, se mejorarán las conexiones entre viviendas, escuelas, parques y servicios públicos, prestando atención a la seguridad y la accesibilidad.~~
- **Política NRE-1.4 Espacio abierto del sur del condado.** Preservar y mantener la amplia variedad de espacios abiertos en el sur del condado; incluyendo áreas de cinturón verde, parques y usos agrícolas (Plan Conjunto del Área del Sur del Condado 16.00). Promover los esfuerzos interjurisdiccionales para abordar el acceso equitativo a los parques y las oportunidades de restauración de ecosistemas en los espacios abiertos del sur del condado.
- **Política NRE-1.6 Herramientas para la preservación de espacios abiertos.** Utilizar una variedad de herramientas de preservación de espacios abiertos para proteger los espacios abiertos, incluyendo la adquisición pública, la regulación del uso del suelo, la política de desarrollo urbano, los incentivos económicos para los propietarios de tierras, las servidumbres de espacios abiertos, la transferencia de derechos de desarrollo, el desarrollo planificado en grupos, los distritos de evaluación y la dedicación de tierras adicionales al momento del desarrollo (Plan Conjunto del Área del Condado Sur 16.17). Incorporar herramientas e incentivos de priorización basados en la equidad para apoyar la preservación de espacios abiertos en los Barrios de Oportunidad identificados en el Elemento de Barrios Saludables para Todos.

# Espacios abiertos, laderas y elementos paisajísticos

- **Política NRE-1.10** **Delimitación y mitigación de humedales.** Requiere delimitación de humedales, y mitigación, y medidas de mejora a largo plazo —incluida la plantación de especies autóctonas, las funciones de almacenamiento de agua en caso de inundación y el acceso de la comunidad— durante como parte delrevisión ambiental del futuro tierra desarrollo aplicaciones.
- ~~**Política NRE-1.11** **Mejora de los humedales.** Fomentar la mejora de los humedales sensibles como parte del desarrollo futuro.~~
- **Política NRE-1.11** **Priorizar los espacios abiertos en los barrios con oportunidades.** Priorizar la ubicación de espacios abiertos, nuevos parques e instalaciones recreativas en los barrios con oportunidades que fomenten la salud física.
- **Acción NRE-1.E** **Parques y espacios abiertos inclusivos.** Diseñar nuevos parques y espacios abiertos que sean inclusivos, equitativos y accesibles para todas las edades, capacidades y necesidades culturales, transformando a la vez los parques existentes para que satisfagan las necesidades recreativas de todos los usuarios.
- **Acción NRE-1.F** **Acceso equitativo a espacios abiertos.** Garantizar una distribución equitativa de parques y sus servicios dentro de la ciudad; esforzarse por lograr que todas las viviendas en los Barrios de Oportunidad —identificados en el Elemento de Barrios Saludables para Todos— se encuentren a menos de 400 metros a pie de al menos un parque o espacio abierto utilizable con servicios.

# Espacios abiertos, laderas y elementos paisajísticos

- **Acción NRE-1.G Parques Vecinales.** Revisar y considerar la revisión del Artículo I (Dedicación de Terrenos para Parques) del Título 17 (Subdivisiones) para fomentar que los parques privados permanezcan abiertos y accesibles al público y así promover un acceso equitativo.
- **Acción NRE-1.H Acceso equitativo a alimentos saludables.** Apoyar los huertos comunitarios, las servidumbres culturales y las granjas urbanas en los planes de espacios abiertos, especialmente en los desiertos alimentarios y los barrios de oportunidades, para mejorar el acceso a los alimentos y la cohesión comunitaria.
- **Acción NRE-1.I Paisajes de importancia cultural.** Incorporar arte, señalización y programación que reflejen las lenguas, tradiciones e identidades de las comunidades locales, y proteger los paisajes de importancia cultural en la planificación de espacios abiertos.
- **Acción NRE-1.J Restauración de la naturaleza y espacios abiertos.** Incorporar las áreas restauradas a la naturaleza en redes de espacios abiertos que ofrezcan recreación pasiva, interpretación de la naturaleza y oportunidades educativas, preservando al mismo tiempo la integridad ecológica.
- **Acción NRE-1.K Integración del conocimiento ecológico indígena.** Colaborar con las comunidades indígenas para incorporar prácticas de gestión tradicionales e interpretación cultural en la gestión de espacios abiertos.

# Cinturones verdes

**OBJETIVO NRE-3** Un límite de ciudad estable a largo plazo reforzado por un cinturón verde.

- **Política NRE-3.1** **Cinturón verde como separador comunitario.** Mantener un cinturón verde para separar los límites norte y sur de la ciudad de las tierras rurales circundantes y las zonas urbanizadas de San José y San Martín, utilizar paisajes renaturalizados para definir los límites urbanos, prevenir el desarrollo descontrolado y reducir la presión sobre las infraestructuras.
- **Acción NRE-3.K** **Conectividad del hábitat y resiliencia del paisaje.** Conectar espacios abiertos fragmentados mediante vías verdes, servidumbres y corredores ecológicos, centrándose en las conexiones clave para el movimiento de la fauna silvestre a través de los límites jurisdiccionales.

# Recursos biológicos

## OBJETIVO NRE-6 Protección de plantas, animales y hábitats sensibles autóctonos.

- *Política NRE-6.8 Restauración de ecosistemas liderada por la comunidad. Apoyar la restauración de ecosistemas nativos impulsada por la comunidad, incluso en parcelas urbanas subutilizadas, mediante subvenciones y asistencia técnica.*
- *Acción NRE-6.B Renaturalización a pequeña escala. Incorporar, cuando corresponda, parques de bolsillo, solares baldíos, corredores de servicios públicos y medianas de carreteras en estrategias de renaturalización que amplíen la conectividad del hábitat y la infraestructura verde dentro de las áreas urbanas.*
- *Acción NRE-6.C Restauración Ecológica de la Naturaleza. Fomentar la vegetación autóctona, los jardines para polinizadores y los techos verdes que proporcionan beneficios ecológicos al tiempo que mejoran la calidad del aire, la sombra y la gestión de aguas pluviales.*
- *Acción NRE-6.D Conexión de Sitios de Restauración Ecológica. Conectar sitios restaurados a pequeña escala con espacios abiertos y corredores de hábitat más amplios, garantizando que la restauración ecológica urbana contribuya a la resiliencia climática regional y a los objetivos de biodiversidad.*

# Cambio Climático

## OBJETIVO NRE-15

Una comunidad adaptable y resiliente que responde al cambio climático.

- *Política NRE-15.13 Planificación de Espacios Abiertos Adaptada al Clima. Integrar la vegetación urbana, el paisajismo con especies autóctonas y las zonas de amortiguamiento naturales en la planificación de espacios abiertos para mitigar el calor, fomentar la biodiversidad y reducir el riesgo de incendios forestales.*
- *Política NRE-15.14 Calor Urbano. Utilizar parques y espacios abiertos como herramientas para reducir el efecto isla de calor urbana, especialmente en barrios de oportunidades y comunidades vulnerables al calor.*
- *Acción NRE-15.B Infraestructura Verde. Integrar la infraestructura verde a gran y pequeña escala en áreas urbanas, como la cubierta arbórea, los sistemas de drenaje sostenible y los hábitats nativos, mejorando la calidad del aire, la gestión de aguas pluviales y la salud mental.*
- *Acción NRE-15.C Ecosistemas de múltiples beneficios. Integrar la restauración de ecosistemas en los planes de infraestructura verde, aprovechando la vegetación nativa para proporcionar sombra, refrigeración, sumideros de carbono y control de la erosión.*

# Cambio Climático

## OBJETIVO NRE-15

Una comunidad adaptable y resiliente que responde al cambio climático.

- *Acción NRE-15.D Resiliencia Climática. Restaurar ecosistemas degradados con alto potencial de renaturalización, priorizando tierras que puedan sustentar la biodiversidad, la recarga de acuíferos y la recuperación ecosistémica a largo plazo, combatiendo así el cambio climático.*
- *Acción NRE-15.E Educación Climática. Apoyar programas de educación ambiental y participación juvenil que conecten a los barrios de oportunidades con la naturaleza y las carreras verdes.*
- *Acción NRE-15.F Mitigación del Calor Urbano. Aumentar la cobertura arbórea urbana, las zonas de sombra y los espacios abiertos en comunidades vulnerables al calor, especialmente en barrios con oportunidades, para mitigar el calor extremo y mejorar la salud, priorizando las aceras expuestas al calor, las paradas de transporte público, los parques y las viviendas multifamiliares.*

# Actualización del elemento de Recursos Naturales y Medio Ambiente

## Recomendación

1. Audiencia pública abierta/cerrada; y
2. Adoptar la Resolución para enmendar el texto del Elemento de Recursos Naturales y Medio Ambiente del Plan General de Morgan Hill 2035.

## Recomendaciones

1. La enmienda propuesta cumple con la letra y la intención de los objetivos y políticas del plan general.

**¿Preguntas?**