CITY OF MORGAN HILL

Special/Regular Meeting Agenda

City Council

Rich Constantine	-	*Mayor*
Gino Borgioli	-	*Mayor Pro Tem*
John McKay	-	*Council Member*
Yvonne Martinez Beltran	-	*Council Member*
Rene Spring	-	*Council Member*

Wednesday, May 4, 2022 5:00 PM

Virtual Meeting
Link to join the meeting can be found below

VIRTUAL MEETING GUIDELINES AND PUBLIC COMMENT

In accordance with Executive Order N-25-20 and guidance from the California Department of Public Health on gatherings, remote public participation is allowed. Physical meetings will not be in the City Council Chamber until further notice.
City Council meetings will be live-streamed on Channel 17, on the City's website, and on the City's Facebook page. Those members of the community that would like to participate in the meetings remotely may do so by joining the virtual meeting at: https://bit.ly/MHCityCouncilMeeting or by calling (669) 900-9128, then enter the webinar id: 873 3200 8380#.
Public comment may be provided in the following ways:

- Join the virtual City Council meeting via the link above, when public comment is opened, raise your virtual hand and be called upon to speak for up to 3 minutes (YOU MUST BE RUNNING THE MOST CURRENT VERSION OF ZOOM TO BE UNMUTED)
- Join the virtual meeting by calling the number above, dial *9 to raise your hand, and be called upon to speak for up to 3 minutes
- Send public comments in writing to the City Clerk at ccpubliccomment@morganhill.ca.gov

* Please note that comments made on Facebook are not considered public comment.

SPECIAL/REGULAR MEETING

A special meeting of the City Council is called at 5:00 p.m. for the purpose of conducting Library, Culture, and Arts and Parks and Recreation Commission interviews.

SPECIAL MEETING

5:00 P.M. - Library, Culture, and Arts and Parks and Recreation Commission interviews

CALL TO ORDER

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

COMMISSION INTERVIEWS

1. INTERVIEW CANDIDATES TO FILL TWO (2) SEATS ON THE PARKS AND RECREATION COMMISSION AND ONE (1) SEAT ON THE LIBRARY, CULTURE, AND ARTS COMMISSION

Recommendation:

1. Mayor shares the characteristics/traits that a successful applicant(s) would possess;
2. Conduct Interviews;
3. Council Members identify the top applicant(s) and provide recommendations to the Mayor; and
4. Discuss and/or appoint applicant(s).

Estimated Time: 120 Minutes

REGULAR MEETING

7:00 P.M.

PROCLAMATIONS

Proclaiming May 2022 as Affordable Housing Month

Proclaiming May 2022 as Aquatics Month

Proclaiming May 2022 as Mental Health Awareness Month

Proclaiming May 2022 as Wildfire Awareness Month

Proclaiming May 15, 2022 as Peace Officers Memorial Day and May 11-17, 2022 as National Police Week

CITY COUNCIL REPORTS

Mayor Constantine

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

OTHER REPORTS

PUBLIC COMMENT

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

ADOPTION OF AGENDA

CONSENT CALENDAR

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

Time Estimate for Consent Calendar: 1 - 10 Minutes

2. ADOPT ORDINANCE 2332, NEW SERIES, ADDING A NEW CHAPTER 9.18 ("SIDESHOWS") TO TITLE 9 ("PUBLIC PEACE, MORALS AND WELFARE) OF THE MORGAN HILL MUNICIPAL CODE TO PROHIBIT SPECTATORS AT ILLEGAL SPEED CONTESTS, EXHIBITIONS OF SPEED OR RECKLESS

DRIVING EXHIBITIONS

Recommendation:
Waive the reading, adopt Ordinance No. 2332, 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 2333, NEW SERIES, AMENDING SECTIONS, 13.04.330 (WASTING OF WATER AND DROUGHT EMERGENCIES) AND 13.04.390 (ENFORCEMENT) AND 13.04.400 (VIOLATION-PENALTY) OF CHAPTER 13.04 (WATER SYSTEM) OF TITLE 13 (PUBLIC SERVICES), AMENDING REGULATIONS PROHIBITING NONESSENTIAL USE OF POTABLE WATER**

Recommendation:
Waive the reading, adopt Ordinance No. 2333, 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. **APPROVE SECOND AMENDMENT TO THE NEW CINGULAR WIRELESS PCS PROPERTY USE AGREEMENT**

Recommendation:
Authorize the City Manager to Execute the Second Amendment to the new Cingular Wireless PCS Property Use Agreement.

5. **APPROVE CONTRACT AGREEMENT WITH INFOSEND FOR UTILITY BILLING PRINTING, MAILING, ELECTRONIC BILL PRESENTMENT AND PAYMENT SERVICES, AND PAYMENT PROCESSING SERVICES**

Recommendation:
Authorize the City Manager to execute an agreement with Infosend for an amount not-to-exceed $199,516 for a three-year term for utility bill printing, mailing, electronic bill presentment and payment services, and payment processing services.

6. **APPROVE ARTIST AGREEMENT WITH EVELYN DAVIS FOR THE WEST LITTLE LLAGAS CREEK TRAIL PROJECT**

Recommendation:
Authorize the City Manager to execute and administer an artist agreement with Evelyn Davis for an amount not-to-exceed $17,500 for a Steelhead Trout Sculpture.

7. **APPROVE THE APRIL 6, 2022 AND THE APRIL 20, 2022 CITY COUNCIL MEETING MINUTES**

Recommendation:
Approve the April 6, 2022 and the April 20, 2022 City Council Meeting Minutes.

OTHER BUSINESS

8. APPROVE MORGAN HILL OUTDOOR DINING PROGRAM AND PARKLET GRANT FUNDING PROGRAM

Recommendation:

1. Approve the Morgan Hill Outdoor Dining Program, Manual, and Implementation Timeline; and
2. Approve the Parklet Grant Funding Program.

Estimated Time: 60 Minutes

9. INTRODUCE THE RECOMMENDED FISCAL YEAR (FY) 2022-23 AND FY 2023-24 BIENNIAL OPERATING AND FY 2022-23 THROUGH FY 2027-28 CAPITAL IMPROVEMENT PROGRAM BUDGETS

Recommendation:
Receive the Introduction to the Recommended Budget Presentation

Estimated Time: 45 Minutes

10. ADOPT RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND ISSUANCE AGREEMENT TO REFINANCE AT LOWER INTEREST RATES CERTAIN OUTSTANDING 2014 WATER REVENUE BONDS AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

Recommendation:
Adopt a resolution approving the execution and delivery of a Bond Issuance Agreement and authorizing certain other matters relating thereto.

Estimated Time: 10 Minutes

PUBLIC HEARINGS

11. INITIATE ANNUAL ASSESSMENT PROCESS FOR LANDSCAPE ASSESSMENT DISTRICT NUMBER 1

Recommendation:
Adopt resolutions approving the following actions:

1. Initiate the proceedings for the levy of assessments for Fiscal Year 2022-23;
2. Approve the Engineer's Annual Report and the proposed assessment levy; and
3. Declare the City Council's intention to levy the assessments in the District and to set the Public Hearing date for June 1, 2022.

Estimated Time: 5 Minutes

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 that is described in the notice of this meeting, before or during consideration of that item. If you wish to address the Council on any issue that is on this agenda, please complete a speaker request card located in the foyer of the Council Chambers and deliver it to the Minutes Clerk prior to discussion of the item. You are not required to give your name on the speaker card in order 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 plan an item on the agenda for a future City Council meeting. Should your comments require Council action, your request may be placed on the next appropriate agenda. 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.

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, (408)779-3117 (fax) or by email 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.

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.

City Council Ongoing Priorities

- Enhancing Public Safety
- Protecting the Environment and Preserving Open Space and Agricultural Land
- Maintaining and Enhancing Infrastructure
- Supporting our Youth, Seniors, and Entire Community
- Fostering a Positive Organizational Culture
- Preserving and Cultivating Public Trust
- Preserving our Community History
- Enhancing Diversity and Inclusiveness
- Advancing Regional Initiatives

2022-2023 Strategic Priorities

- Fiscal Sustainability
- Affordable Housing and Homelessness
- Community Outreach, Engagement, and Messaging
- Economic Development
- Transportation

These strategic priorities were established prior to the COVID-19 pandemic. In light of recent events, we recognize that all of these goals and priorities will be viewed through the lens of the global pandemic, and we will continue to have equity, public health, and financial responsibility in mind.

CITY OF MORGAN HILL

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: May 4, 2022

PREPARED BY:
Kim Mancera, Municipal Services Assistant
APPROVED BY: City Manager

INTERVIEW CANDIDATES TO FILL TWO (2) SEATS ON THE PARKS AND RECREATION COMMISSION AND ONE (1) SEAT ON THE LIBRARY, CULTURE, AND ARTS COMMISSION

RECOMMENDATION(S)

1. Mayor shares the characteristics/traits that a successful applicant(s) would possess;
2. Conduct Interviews;
3. Council Members identify the top applicant(s) and provide recommendations to the Mayor; and
4. Discuss and/or appoint applicant(s).

Estimated Time: 120 Minutes

COUNCIL PRIORITIES, GOALS & STRATEGIES

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

REPORT NARRATIVE:

The City Council is recruiting to fill two (2) seats on the Parks and Recreation Commission with terms ending April 1, 2026. The recruitment resulted in a total of seven new applicants; Shweta Maniar, Anthony Bontempi, Harpreet Vittal, Michael Robertson, Peter Pacheco, Robert Benich, and Zain Yahya.

The City Council is recruiting to fill one (1) expired term on the Library, Culture, and Arts Commission with a term ending April 1, 2026. The recruitment resulted in a total of two new applicants; Cindy Blanton and Shakeeb Ahmed.

All applicants have been invited to interview before the City Council on May 4, 2022. All applicants have confirmed availability. Their applications are attached for Council

consideration.

COMMUNITY ENGAGEMENT:

Involve

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

ALTERNATIVE ACTIONS:

The City Council may choose not to make an appointment to fill the vacant seats. If the City Council desires, it could decide to re-open the application process to solicit more applicants to fill the seats not appointed at the May 4, 2022 meeting.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Library, Culture, and Arts Commissioners and Parks and Recreation Commissioners serve four-year terms with possible reappointment consideration. Every year, recruitment efforts are conducted to maintain the seven (7) member Commissions.

FISCAL AND RESOURCE IMPACT:

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

CEQA (California Environmental Quality Act):

Not a Project.

The interview and appointment of commissioners is not a project, as defined in Section 15378 of the State CEQA guidelines.

Chapter 2.22 MASTER PROVISIONS FOR BOARDS AND COMMISSIONS*

Sections:

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

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

2.22.010 Establishment of boards and commissions.

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

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

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

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

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

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

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

(Ord. 1778 N.S. § 2 (part), 2006)

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

2.22.030 Clerk and secretary.

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

(Ord. 1778 N.S. § 2 (part), 2006)

2.22.040 Rules of procedure.

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

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

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

2.22.050 Rules of attendance.

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

2.22.060 Meetings.

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

2.22.070 Compensation.

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

2.22.080 Effect.

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

Chapter 2.68

LIBRARY, CULTURE AND ARTS COMMISSION

Sections:

2.68.010 Created.
2.68.020 Membership—Terms of office.
2.68.030 Powers and duties.

2.68.010 Created.

There is established a new commission which is entitled the "library, culture and arts commission" to serve in an advisory capacity to the city council. (Ord. 1778 N.S. § 9 (part), 2006: Ord. 1374 N.S. § 1 (part), 1998)

2.68.020 Membership—Terms of office.

The commission shall consist of seven members. Members shall not be officials or employees of the city, county library employees nor paid members of any organization receiving financial support from the city for library and art services. (Ord. 1778 N.S. § 9 (part), 2006: Ord. 1559 N.S. § 1, 2002: Ord. 1407 N.S. § 5, 1998; Ord. 1382 N.S. § 1, 1998; Ord. 1374 N.S. § 1 (part), 1998)

2.68.030 Powers and duties.

The powers and functions of the commission shall be as follows:

A. To act in an advisory capacity to the city council in all matters pertaining to library, culture and arts in the community;

B. To serve as a liaison between the city and the Santa Clara County library;

C. To consult with private community groups supportive of library, culture and art programs and serve as a liaison between such groups and the city;

D. To provide advice and recommendations regarding the adequacy of existing library facilities and operations;

E. To look for opportunities for participation of artists and performers in city-sponsored activities, and ways to encourage community involvement in the arts;

F. To work cooperatively with city boards and commissions and other public and private organizations in creating and promoting art and cultural programs and activities within the city;

G. To coordinate and strengthen existing organizations in the arts and develop cooperation with regional organizations;

H. To make recommendations to the city council regarding the funding of community art projects, including the search for private and public grants, and regarding the disbursement of revenues consistent with the needs of the community;

I. To review and make recommendations to the city council upon all works of art to be acquired by the city, either by purchase, gift or otherwise, and exterior works of art installed in the city on public property;

J. To recommend to the city council the adoption of such ordinances or policies as it may deem necessary for the administration and preservation of the arts and cultural development of the city;

K. To perform such other tasks as may be expressly requested of it by the city council;

L. To conduct such other hearings as are necessary and in accordance with its own rules and regulations for the transaction of its business, or rules for conduct; and

M. To report its decisions and recommendations relating to the above matters, in writing to the city council. (Ord. 1778 N.S. § 9 (part), 2006: Ord. 1374 N.S. § 1 (part), 1998)

Chapter 2.32

PARKS AND RECREATION COMMISSION*

Sections:

2.32.010 Created.

2.32.020 Membership—Terms of office.

2.32.030 Powers and duties.

* Prior ordinance history: Ord. 1368 N.S.

2.32.010 Created.

There is established a new commission which is entitled the "Morgan Hill parks and recreation commission" to serve in an advisory capacity to the city council. (Ord. 1778 N.S. § 4 (part), 2006)

2.32.020 Membership—Terms of office.

The commission shall consist of seven members. Members shall not be officials or employees of the city nor be paid members of any organization receiving financial support from the city. Notwithstanding any language to the contrary, the mayor and city council may appoint a Morgan Hill Unified School District official as a member of the commission.

For the first seven members appointed, the terms of three of the members shall expire on May 1, 1999, and the terms of four of the members shall expire on May 1, 2000. All new full term appointments after April 1, 2006 shall be for a period of four years. (Ord. 1778 N.S. § 4 (part), 2006)

2.32.030 Powers and duties.

The powers and functions of the commission shall be as follows, provided that nothing in this Chapter 2.32 shall be construed to give the commission power or duty to supervise or administer any public buildings, public parks, streets or other public property or programs:

A. To hold hearings on matters pertaining to planning and development of parks, trails, recreation programs for all segments of the population, bicycle facilities, and capital expenditures related to parks, trails, recreational facilities, and bicycle facilities;

B. To facilitate coordination of the efficient and effective use of recreation facilities by other public, private, and non-profit groups and organizations to city residents;

C. To consider, formulate and propose fiscally prudent programs, activities, resources, plans and development designed to provide for, regulate, and direct the future growth and development of the parks facilities and recreation programming for the people of the city;

D. To make investigations and reports for future acquisition of park sites;

E. To review opportunities for joint use of recreation/parks, and storm retention/detention;

F. To act on behalf of the city and function as the City of Morgan Hill Bicycle and Trails Advisory Committee;

G. To conduct such other hearings as are necessary and in accordance with its own rules and regulations for the transaction of its business, or rules for conduct; and

H. To report its decisions and recommendations relating to the above matters, in writing to the city council. (Ord. 1778 N.S. § 4 (part), 2006) (Ord. No. 1930 N.S., § 4, 4-22-2009)

Print

Commission Application Submission #33805

Date Submitted: 3/31/2022

First Name

Shweta

Last Name

Maniar

Address1

[redacted]

Address2

City

Morgan Hill

State

CA

Zip

95037

Home Phone Number

[redacted]

Cell Phone Number

email address

[redacted]

Occupation

Bu ine Strategy

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

[redacted]

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

No

If yes, please provide name

Visit the link below for information on the Planning Commission

Planning Commission

Visit the link below for information on the Parks and Recreation Commission

Parks and Recreation Commission

Visit the link below for information on the Library, Culture, and Arts Commission

Library, Culture, and Art Commi ion

Please select the commission you are interested in serving on

Parks and Recreation Commission

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

Please upload a letter of interest or cover letter*

ShwetaManiar.pdf

Please upload a resume*

ShwetaManiar_Career Resume 2022.docx.pdf

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

Youth Advi ory Committee (1999 2002?)

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

- long time resisdent of Morgan Hill (early 80s) - have a family of my own whom I'd like to see parks and rec grow with - public speaking, strategy, solicit opinions from community

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

the opportunity to actively participate in the planning of
the recreational areas of the city and to learn all facets of the regulations governing such functions; and interact
with a wide variety of citizens

What would you like to accomplish as a commissioner?*

Give back to my community that has raised me and have visibility and a voice as to what is being planned for in parks & rec for the uture

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

A new wave of growth and people joining the Morgan Hill community with a wider than traditional view of recreation and a need for Morgan Hill to grow and offer facilitie , opportunitie and pace for people to enjoy our town.

If you are an incumbent seeking reappointment:

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

- [ ] Yes
- [x] No

Are you currently serving on a committee

- [ ] Yes
- [x] No

Are you assigned to a special project?

- [ ] Yes
- [x] No

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

Please review the City Council Ethics Policy

City Council Ethics Policy

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

Shweta S Maniar

Date*

3/31/2022 3:15 PM

Shweta Singh Maniar

Executive Leader Across Life Sciences, Pharma & Technology

Innovation-led executive leader recognized for working at the intersection of data strategy, emerging technologies, and commercial strategy to deliver unparalleled growth and positive impact for global market leaders across pharmaceutical, life sciences, and technology sectors. Trusted people leader and C-level advisor who builds strategies to bring comprehensive digital transformations to reality.

Areas of Expertise:

Product Strategy	Healthcare, Pharma, & Life Sciences	Digital Transformation
MedTech Innovations	AI, ML, & Big Data Solutions	Commercialization
Go-to-Market Strategy	C-Suite & Board-Level Advisory	Revenue Growth Strategy

Executive Performance

GOOGLE 2018 – Present

Global Director, Healthcare & Life Sciences Solutions & Strategy, Google Cloud

Brought on in a new role to develop and execute Google Cloud's first-ever GTM strategy to verticalize cloud solutions across the life sciences and pharmaceutical sectors. Serve as a member of Healthcare and Life Sciences leadership team for Alphabet, chair of the corporatewide Life Sciences Committee, and member of corporatewide Health Equity Committee.

- Built and led a team of experts (former pharma industry CDOs and other senior leaders) to provide domain expertise to C-level pharma leaders, co-design proofs of concept, solve complex industry challenges, and manage first-to-market product development for technology solutions leveraging Google Cloud platform.
- Catapulted the opportunity pipeline from zero to over $1B.
- Secured Google Cloud's first large-scale pharmaceutical deal, a global strategic partnership with Sanofi.
- Negotiated and closed largest-ever deal between Accenture and Google to exclusively host Accenture's healthcare / life sciences platform; presented to and earned approval from Google CEO and executive committee.

GENENTECH 2013 – 2018

Head, Cross BioOncology Account Management & Biomarker Testing ▪ (2017 – 2018)

Appointed to identify opportunities to leverage emerging technology innovations to streamline GTM efforts across the $550M+ portfolio of 75 cancer drugs. Tasked to build out and launch the first-to-market personalized healthcare (PHC) delivery model shaping the future of cancer care and direct-to-patient advocacy.

- Strengthened relationships between Genentech, oncologists, and cancer centers like MSK, Mayo Clinic, and the Cleveland Clinic and enabled the addition of 50+ new major centers by developing and implementing PHC model.
- Secured strategic partnership with oncology data startup Flatiron, piloted a data program, and ultimately served as US team lead to complete the $1.9B acquisition of the company in 2018.

Associate Director, Commercial Partnering/Strategy ▪ (2016 – 2017)
Senior Manager, Commercial Partnering/Strategy ▪ (2013 – 2016)

Built and led commercial strategy team across the entire Genentech portfolio while driving a pipeline of healthcare technology innovation opportunities. Reported to the VP of business operations and regularly advised executive leadership team on technology acquisition opportunities and strategic partnerships. Negotiated key agreements up to $10M.

- Built out 15-person team and operational infrastructure to create a healthcare technology accelerator to vet thousands of digital health startups for potential acquisition or investment.
- Drove institutional change management to shift culture by changing incentives, goal planning, and core business processes to focus on patient-centered MedTech solutions and not solely on traditional pharma GTM strategy.
- Executed 4 strategic pilots to validate innovative technologies that were ultimately scaled organization-wide.

► Secured 5-way strategic partnership bringing together AI, sensor, and smart/connected device companies.

Additional roles include: Director, Center for Minimally Invasive Therapeutics for **Summa Health System Hospital**, as well as research roles with **The Cleveland Clinic** and **Scripps Clinic**.

Education & Professional Development

Medical Studies (2 Years) ▪ KENT STATE UNIVERSITY

Bachelor of Arts in Economics ▪ UNIVERSITY OF CALIFORNIA – SAN DIEGO

Certificate in Healthcare Innovation & Entrepreneurship (with distinction) ▪ DUKE UNIVERSITY

Executive Leadership Program ▪ ROCHE

Lean Six Sigma Certified

Select Board & Corporate Leadership

BOARD DIRECTOR & COMPENSATION COMMITTEE MEMBER ▪ SEASPINE (NASDAQ: SPNE)	2021 – Present
EXECUTIVE SPONSOR & MEMBER ▪ CALIFORNIA LIFE SCIENCES	2018 – Present
EXECUTIVE SPONSOR & MEMBER ▪ ALLIANCE FOR ARTIFICIAL INTELLIGENCE IN HEALTHCARE (AAIH)	2018 – Present
EXECUTIVE COMMITTEE MEMBER FOR THE WOMEN'S HEALTH HUB ▪ SPRINGBOARD ENTERPRISES	2017 – Present

Professional Memberships

Startup Mentor ▪ SINGULARITY UNIVERSITY & STANFORD STARTX ACCELERATOR (2013 – 2018)

Member ▪ HEALTHCARE BUSINESS WOMEN'S ASSOCIATION (2013 – Present) ▪ HIM FOR HER (2020 – Present) ▪ NACD (2021 – Present) ▪ ELLEVATE NETWORK (2017 – 2018)

Advisor ▪ SPRINGBOARD ENTERPRISES ▪ RESPIRA LABS ▪ SMART MONITOR ▪ BRAINCARE ▪ SPRINGBOARD LIFE SCIENCES COUNCIL ▪ COHERO HEALTH (ACQUIRED BY APTARPHARMA) ▪ LARONIX

Select Speaking Engagements & Thought Leadership

Keynote Speaker ▪ Boston Consulting Group Global Conference (2021)

Speaker ▪ Foundation Capital VC (2020)

Keynote Speaker ▪ Accenture Life Sciences (2019 & 2020)

Session Chair ▪ Precision Medicine World Conference (2018 – 2020)

Keynote Speaker ▪ Gartner Day (2019)

Keynote Speaker ▪ Deloitte Global Life Sciences Conference (2019)

CXO Roundtable Speaker ▪ HIMSS (2019)

Session Chair ▪ Bio-IT World (2018 & 2019)

Topics included digital transformation, patient experience, leveraging technology to bridge the gap in healthcare equality, women in tech, and leveraging technology to meet security and compliance regulations.

Print

Commission Application Submission #34116

Date Submitted: 4/13/2022

First Name

anthony

Last Name

bontempi

Address1

[redacted]

Address2

City

Morgan Hill

State

CA

Zip

95037

Home Phone Number

[redacted]

Cell Phone Number

[redacted]

email address

[redacted]

Occupation

retired

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

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

No

If yes, please provide name

Visit the link below for information on the Planning Commission

Planning Commission

Visit the link below for information on the Parks and Recreation Commission

Parks and Recreation Commission

Visit the link below for information on the Library, Culture, and Arts Commission

Library, Culture, and Art Commi ion

Please select the commission you are interested in serving on

Parks and Recreation Commission

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

Please upload a letter of interest or cover letter*

Untitled document.pdf

Please upload a resume*

Untitled document (1).pdf

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

Morgan Hill Tenni Club board member. Working with park and rec. to develop the court at Community Park

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

I have lived and worked in Morgan Hill almost 30 years and I have developed exemplary collaboration skills as a teacher and community advocate.

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

To gather input from the community on planning and development on all matters of recreation and to work with the other commissioners on presenting plans/ideas to the city council.

What would you like to accomplish as a commissioner?*

To continue the great work of past commissions and to make Morgan Hill a fantastic place for all to enjoy.

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

The e pan ion of the Condit road recreational area .

If you are an incumbent seeking reappointment:

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

- [ ] Yes
- [ ] No

Are you currently serving on a committee

- [ ] Yes
- [ ] No

Are you assigned to a special project?

- [ ] Yes
- [ ] No

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

Please review the City Council Ethics Policy

City Council Ethics Policy

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

Anthony Bontempi

Date*

4/13/2022 3:30 PM

Anthony Bontempi

[redacted]

Hello Parks and Recreation Commissioners, Michelle Bigelow and Chris Ghione!

I am very excited to hear of an opening, I'm so glad I ran into Michelle downtown. Thank you for allowing me to apply for the position of Parks and Recreation Commissioner!

My first experience with local sports and community activities was as a baseball coach, Mustang division, for Pony baseball at Britton M.S. This love of coaching and sports continued during my teaching career, coaching several sports for almost 25 years.

My interests evolved into the planning and development of the Morgan Hill Tennis club where I assisted in the spending of funds and collaboration with the city to make the Community Park Tennis Center a city showcase. My skills dealing with the varied opinions of the public as president of the club, I believe will help me with all segments of the city's recreation and cultural programs.

The drive and forethought of the city of Morgan Hill to develop and cultivate recreational activities for all has been established and I would love the chance to continue this vision!

Thank you for your time!

Anthony Bontempi

Anthony Bontempi

[redacted]

EXPERIENCE

Public school instructor in math, engineering and science.

*Live Oak High School, Morgan Hill, CA. 1994, 1999-2006
*Maze Middle School, Hollister, CA. 1995-1999
*San Jose High School, San Jose, CA. 2006-2014
*Gilroy High School, Gilroy, CA. 2014-2017

United States Navy

*Officer Candidate School, Supply Petty Officer, USS Arkansas, 1991-1993, honorably discharged.

Resort/restaurant manager

*Primarily waitstaff/table service in fine dining establishments in Arizona and Los Angeles, 1980-1989, utilizing my people skills in customer-centered and event planning for resorts/restaurants. Additionally; food and beverage manager, room service, sommelier. Local employment; Mushrooms Rest., Morgan Hill, CA. 1994-1996. CordeValle Resort, San Martin, CA. 2018.

EDUCATION

*Bachelor of Arts/Sciences, University of Arizona, Tucson, AZ. 1983-1989
Engineering, sociology and mathematics
*Teaching Credential, multiple subject, CLAD cert., National University, San Jose, CA. 1993-1994.

VOLUNTEER WORK/ORGANIZATIONS/SKILLS

*President, Morgan Hill Tennis Club, 2017-present. Board officer 2012-2017.
*Board member, Gilroy Tennis Club, 2005-2012.
*Reach Out, St. Catherines food bank, 2012-2018.
*Morgan Hill Historical Society volunteer, 2016 to present.
*Conversationally fluent in Spanish.

Print

Commission Application - Submission #34344

Date Submitted: 4/22/2022

First Name

Harpreet

Last Name

Vittal

Address1

[redacted]

Address2

[redacted]

City

Morgan Hill

State

California

Zip

95037

Home Phone Number

[redacted]

Cell Phone Number

[redacted]

email address

[redacted]

Occupation

Volunteer/Educator

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

[redacted]

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

No

If yes, please provide name

Visit the link below for information on the Planning Commission

Planning Commission

Visit the link below for information on the Parks and Recreation Commission

Parks and Recreation Commission

Visit the link below for information on the Library, Culture, and Arts Commission

Library, Culture, and Art Commi ion

Please select the commission you are interested in serving on

Parks and Recreation Commission

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

Please upload a letter of interest or cover letter*

Harpreet Vittal-Cover Letter.pdf

Please upload a resume*

Harpreet Vittal-Resume.pdf

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

I have not erved on any citizen advi ory commi ion or committee.

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

I have a background in marketing and education. The marketing experience enabled me to understand the benefits of being balanced, open minded and persistent. I have worked with children and other individuals with challenging learning and developmental issues. I am compassionate, collaborative, socially conscious and always ready to learn. I am currently in the Leadership Morgan Hill Class and am working on our project- 'Morgan Hill Cares' which includes the City of Morgan Hill Monument Sign, Safety signs and educating the community on bicycle and pedestrian safety.

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

In my understanding, the commission acts in an advisory capacity to the city council in relation to planning and development of parks, recreation programs, various facilities and related capital expenditures. I strongly believe in community and volunteer service. Leadership Morgan Hill has given me an amazing chance to explore Morgan Hill and has inspired me to seek opportunities for community involvement.

What would you like to accomplish as a commissioner?*

As a commissioner, I would like to see more community/youth involvement in the Parks and Recreation programs, promote bicycle and pedestrian safety, and support the Magical Bridge Playground.

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

The greate t opportunity in Morgan Hill i creating awarene in the community for maintaining and developing our park and open pace . Event that fo ter community involvement i another opportunity for the commi ion to e plore.

If you are an incumbent seeking reappointment:

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

- [ ] Yes
- [x] No

Are you currently serving on a committee

- [ ] Yes
- [x] No

Are you assigned to a special project?

- [ ] Yes
- [x] No

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

Please review the City Council Ethics Policy

City Council Ethics Policy

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

Harpreet Vittal

Date*

4/22/2022 3:45 PM

Harpreet Vittal
[redacted]

April 22, 2022

To whom it may concern

Greetings,

I would like to apply for the position of Member on the Parks and Recreation Commission, Morgan Hill.

I am currently in the Leadership Morgan Hill Class of 2022 and aspire to follow the motto of inspire, connect and serve.

I have worked with the Saratoga Union School District (SUSD) as a teacher's aide for 11 years. Prior to working at SUSD, I volunteered at my children's school and at various non-profit organizations. I have a Master's degree in business and worked in a marketing capacity for about 7 years before taking time off to care for my twins.

I strongly believe in community and volunteer service. Leadership Morgan Hill has given me an amazing chance to explore Morgan Hill and has inspired me to seek opportunities for community involvement.

As a member of the Parks and Recreation Commission, I would aim to support the goals and priorities of our city with a balanced and openminded approach.

Best Regards,
Harpreet Vittal

Harpreet Vittal

[redacted]

Education

Master of Business Administration (Punjabi University, India)
Bachelor of Arts (Political Science Honors) (Panjab University, India)
Leadership Morgan Hill Class of 2022

Work Experience

Saratoga Union School District (June 2007-October 2018)

- Teacher Aide in special day class and resource classroom
- Work with students who may have emotional, educational, or behavioral challenges
- Teach students (K-5) in small groups or individually in all academic areas including math, reading, and writing
- Help students improve social and communication skills
- Work cooperatively with students, staff, parents and school community members
- Maintain the highest level of confidentiality in all matters relating to students

Reuters (Singapore) Pte Ltd. (September 1995-May 1998)

- Senior Direct Marketing Executive
- Team leader of the direct marketing group and member of the sales team

Indian Express Newspapers Ltd., India (January 1992-November 1994)

- Senior Business Executive and marketing team member for new product launches

Volunteering Experience

- AAUW Morgan Hill (Joined 2022)
- Jeena, An organization supporting individuals with developmental disabilities (2003-2017)
- Girl Scouts of Santa Clara County (2003-2014)
- Blue Hills Elementary School, Saratoga (2003-2009)

Interests

- Hiking, Running, Event decor and design, Traveling

Print

Commission Application Submission #34101

Date Submitted: 4/12/2022

First Name

Michael

Last Name

Robertson

Address1

[redacted]

Address2

City

Morgan Hill

State

CA

Zip

95037

Home Phone Number

[redacted]

Cell Phone Number

[redacted]

email address

[redacted]

Occupation

Account Manager

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

[redacted]

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

No

If yes, please provide name

Visit the link below for information on the Planning Commission

Planning Commission

Visit the link below for information on the Parks and Recreation Commission

Parks and Recreation Commission

Visit the link below for information on the Library, Culture, and Arts Commission

Library, Culture, and Art Commi ion

Please select the commission you are interested in serving on

Parks and Recreation Commission

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

Planning Commission

Please upload a letter of interest or cover letter*

MH Parks and Rec.docx

Please upload a resume*

MR Docs.docx

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

No

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

Urban Plan Volunteer with ULI
Received a Certificate of Private Development from San Jose State
Solid Soft Skills

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

To offer a citizen's opinion into the best use of our parks and recreational programs that can best serve our community and to plan for future implementation to reach our City's goals.

What would you like to accomplish as a commissioner?*

Make the City and Community better than we found it.

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

How to mitigate ome of the ide effect pf development by implementing park /open pace and recreational opportunitie to keep our mall town feel with community identity.

If you are an incumbent seeking reappointment:

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

- [ ] Yes
- [x] No

Are you currently serving on a committee

- [ ] Yes
- [x] No

Are you assigned to a special project?

- [ ] Yes
- [x] No

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

Please review the City Council Ethics Policy

City Council Ethics Policy

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

Michael L Robertson

Date*

4/12/2022 5:00 PM

04/12/2022

Morgan Hill City Council
17575 Peak Ave
Morgan Hill, CA
95037

Dear Morgan Hill City Council,

As a resident of the City of Morgan Hill I learned of the opportunity to serve our community as a Commissioner on the Parks and Recreation Commission. I am deeply interested in this opportunity and look forward to serving my community.

As a twelve-year resident of Morgan Hill, I have come to truly appreciate the magic and beaty of our community. I believe that our open spaces and parks are cornerstones to building a vibrate city that allows are residence to integrate into a community. I would like to contribute to that community building through the Parks and Recreation Commission.

I look forward to presenting to the Council as to why I would be a good fit for this role,

Best Regards,

Michael Robertson

Michael Robertson

[redacted]

Professional Experience

FIRST AMERICAN TITLE NATIONAL COMMERCIAL SERVICES | September 2013 - Present

Commercial Business Developer
Develop and execute sales strategies in the greater Bay Area with primary markets in San Mateo and Santa Clara Counties to promote the First American title and escrow products. Collaborate with developers, lenders, legal counsel, and brokers on challenging escrow and title transactions.

Led 25% growth during tenure.

- Increased customer base by 28%.
- Boosted average fee per file by 35%.

SUNSTATE EQUIPMENT COMPANY | May 2006 – September 2013

Outside Sales Representative
Managed a $25M territory for the 8th largest rental equipment firms in the nation. Developed strategies to counter competitors with an emphasis on value -added versus similar offerings. Qualified customers, assessed needs, provided solutions and negotiated prices with contractors and subcontractors.

Increased sales by 125%.

- Increased active customer base by 95% within the first two years of tenure.
- Trained 1,200+ customers on safe use of equipment.

HILTI INC. | April 2004 – May 2006

Sales Representative
Operated a sales center for a commercial power tool company specializing in concrete tools, laser positioning systems, and powder actuated systems. Interacted with businesses.

Increased sales by 85% in one year.

- Developed a cross-mechanizing campaign to promote specific items and create brand recognition.
- Advertised and managed promotional events to increase overall sales.

Education & Professional Development

Bachelor of Science, Business Administration | Chapman University, Orange, CA
Concentration in Entrepreneurship and Marketing

Dale Carnegie Course, "How to Win Friends and Influence People"

Print

Commission Application - Submission #34342

Date Submitted: 4/22/2022

First Name

Peter

Last Name

Pacheco

Address1

[redacted]

Address2

[redacted]

City

Morgan Hill

State

CA

Zip

95037

Home Phone Number

Cell Phone Number

[redacted]

email address

[redacted]

Occupation

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

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

No

If yes, please provide name

Visit the link below for information on the Planning Commission

Planning Commission

Visit the link below for information on the Parks and Recreation Commission

Parks and Recreation Commission

Visit the link below for information on the Library, Culture, and Arts Commission

Library, Culture, and Art Commi ion

Please select the commission you are interested in serving on

Parks and Recreation Commission

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

Please upload a letter of interest or cover letter*

Peters interest letter.pdf

Please upload a resume*

Resume for Peter Pacheco.pdf

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

No, I have not erved on any citizen advi ory commi ion or committee.

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

A certain skill that I have would be, being able to connect and understand people and I almost daily am involved with our parks and CRC programs, which is important as a commissioner.

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

This commission advises our City Council on planning and building parks and cultural facilities. Also, oversees the recreation programs but most importantly maintains and improve all our city's parks and building. I would like to serve on this commission because I think my voice from this generation should be heard and I see an opportunity by applying for this commission.

What would you like to accomplish as a commissioner?*

As a commissioner, I would like to get more youth and our community involved with nature and with our commission planning as well.

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

I think the greate t opportunity that the community face with thi commi ion i being able to voice their upport or concern with the commi ion' monthly agenda.

If you are an incumbent seeking reappointment:

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

- [ ] Yes
- [ ] No

Are you currently serving on a committee

- [ ] Yes
- [ ] No

Are you assigned to a special project?

- [ ] Yes
- [ ] No

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

Please review the City Council Ethics Policy

City Council Ethics Policy

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

Peter Pacheco

Date*

4/22/2022 3:15 PM

Dear, City Council Members,

I'm applying to serve on the Parks and Recreation Commission. I believe by being able to join the commission would be a step in the right direction for Morgan Hill because it will show our community is accepting to hear from our youth by allowing a Gen. Z person to hold a position on the commission. In addition, appointing me to the position can bring community ownership by encouraging more community involvement. Without a doubt, this opportunity might lead to connections for me that could lead to fruitful results in the short and long term.

The importance of being heard and having input from our younger generation is what is starting to happen at the federal and state level but our local level must also reflect that as well. For example, on the federal level, it's becoming more diversified with more women and people with different backgrounds. With myself on the commission can also bring more interest to our community to become involved or curious about our country's politics. It certainly made me want to become more involved and interested in local politics because I've always been interested in our state and national politics. I've been watching the commission's meetings and I believe it to be a great fit. I'm a great fit to be placed on this commission because I've lived here all my life and I've seen the city grow, and I would love to have input like location placement. For example, the commission was having discussions about the pickleball courts and having a dog park at the Diana park site.

Most recently, the commission reviewed and provide oversight from the community of the capital improvement program (CIP). it was very interesting to learn and hear about the different funds for capital improvement and investment programs. I really look forward to working with the city staff, city council, and fellow commissioners.

Thank you, Peter Pacheco.

Peter Pacheco
Contact Information:[redacted]

Skills learned from these jobs:

- Bilingual in English and Spanish
- Effective Time Management
- Responsible
- Computer Skills: Microsoft Word –Excel & PowerPoint, Internet Research, Email & Fax.
- Flexible with a positive attitude
- Peer interaction
- Stock Management
- Manage the department given for the shift
- Excellent Communications Skills
- Being able to handle high volume phone calls
- Maintained a clean work environment
- Able to lift boxes and other items

Employment history:

1. From 06/2018 to 08/2020
Job title: Caregiver for Merita Corona

[redacted]

Reason for leaving: I left due to Covid-19 and people being around the patient.

2. From: 02/2016 to 03/2017
Job title: Sales associate/ cashier

Name, address, City & State of the company:
T. J. Maxx
307 Vineyard Town Center
Morgan Hill, CA 95037

Supervisor: Pablo Lopez
[redacted]

Reason for leaving: I was no longer satisfied with the job.

3. From 11/2015 to 01/2016
Job title: Sales associate

Name, address, City & State of the company:
T. J. Maxx

307 Vineyard Town Center
Morgan Hill, CA 95037

Supervisor: Pablo Lopez
[redacted]

Reason for leaving: Temporary tryout employment.

Print

Commission Application Submission #34310

Date Submitted: 4/21/2022

First Name

Robert

Last Name

Benich

Address1

[redacted]

Address2

City

Morgan Hill

State

CA

Zip

95037-7039

Home Phone Number

[redacted]

Cell Phone Number

email address

[redacted]

Occupation

Retired Mechanical Engineer

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

[redacted]

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

No

If yes, please provide name

Visit the link below for information on the Planning Commission

Planning Commission

Visit the link below for information on the Parks and Recreation Commission

Parks and Recreation Commission

Visit the link below for information on the Library, Culture, and Arts Commission

Library, Culture, and Art Commi ion

Please select the commission you are interested in serving on

Parks and Recreation Commission

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

Please upload a letter of interest or cover letter*

Letter of Appication-Parks and Rec.doc

Please upload a resume*

RESUME_RJB.DOC

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

Ye . City of Morgan Hill General Plan Update Committee, Planning Commi ion and Library, Culture & Art Commi ion. County of Santa Clara County Committee on School Di trict Reorganization & Property Tran fer .

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

Extensive experience as a former Morgan Hill Planning Commissioner and Library, Culture & Arts Commissioner and County school committee member.

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

The P&R Commission advises the City Council on matters pertaining to the planning and development of parks and cultural facilities, recreation programs and reviewing the capital expenditures related to these facilities.

What would you like to accomplish as a commissioner?*

First, to maintain and not see a degradation of the current excellent facilities that we now possess.
Second, to work toward an improvement of our current facilities and programs to the extent allowed by the City budget.

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

The current budget re traint po e a problem for the e pan ion of current facilitie or the acqui ition of new project . We mu t do our be t to work within the e re traint .

If you are an incumbent seeking reappointment:

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

- ☐ Yes
- ☐ No

Are you currently serving on a committee

- [ ] Yes
- [ ] No

Are you assigned to a special project?

- [ ] Yes
- [ ] No

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

Please review the City Council Ethics Policy

City Council Ethics Policy

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

Robert J. Benich

Date*

4/21/2020 2:15 PM

Robert J. Benich
[redacted]
Morgan Hill, CA 95037

April 22, 2022

Chris Ghione
Public Services Director
City of Morgan Hill

Subject: Application for Seat on Morgan Hill Parks and Recreation Commission

Ref: Morgan Hill Weekly 411 Community News for April 15

Dear Chris:

In accordance with the reference notice, I am hereby submitting this letter and application for a position on the Morgan Hill Parks and Recreation Commission.

I believe my background and experience would be of value in helping to make sound decisions for the residents of the City of Morgan Hill.

Sincerely,

Robert J. Benich

Attach: Resume dated April 21, 2022

= Resume =

Robert J. Benich
[redacted]
Morgan Hill, CA 95037-7039

Education

- 1968 BS Mechanical Engineering
  California State Polytechnic University - San Luis Obispo, CA
- 1971 MBA Santa Clara University - Santa Clara, CA

Professional Licenses - State of California

- Mechanical Engineering (retired)
- Nuclear Engineering (retired)

Work Experience

- US Navy – Nuclear Submarine Service
- Project Manager – GE Nuclear Energy Division
  - Over 33 years' experience in design engineering, project management, marketing and procurement.

Personal Attributes

- Married for 53 years
  - Wife was a reading specialist & Literacy Coach at San Martin-Gwinn Elementary
  - Two sons: both graduated from San Diego State University
- Have lived in Santa Clara County for over 50 years, except for various work assignments in Spain (3 years) and Philadelphia (8 years)

Other Background Information

- Have served as Commissioner for City of Morgan Hill
  > Planning Commission – 12 years
  > Library, Culture and Arts Commission – 4 years
- Past President of Sorrento Homeowners Association (Morgan Hill)
- Served on Board of Directors, American School of Madrid, Spain
- Past President, Pinehurst Cabana Club (San Jose, CA)

Statement

I have a unique blend of technical and business experience with an ability to work well with people of different cultural and educational backgrounds.

I enjoy volunteering my time in a spirit of community service. On divisive issues, I can listen to both sides of a topic before making a decision based on the common good and in the best interests of the residents of a community.

Robert J. Benich

[redacted]

Military

- US Navy Nuclear Submarine Service (USS Skipjack SSN-585)

Education

- Cal Poly - San Luis Obispo, CA
  1968 BS Mechanical Engineering
- Santa Clara University - Santa Clara, CA
  1971 MBA

Professional Licenses

Registered Professional Engineer (P.E.) - State of California (Retired)

- Mechanical Engineering: License No. 17196
- Nuclear Engineering: License No. 753

Work Experience

Retired Project Manager – GE Nuclear Energy Division, San Jose, CA

Over 33 years experience in engineering, project management, marketing and procurement.

Personal Attributes

- Married 54 years – two grown sons, married with their own families
- Wife is a retired Teacher/Literacy Coach for MH Unified School District
- Have lived in Santa Clara County for over 50 years, except for various work assignments in Madrid, Spain (3 years) and Philadelphia, PA (8 years).
- Family members have lived in Santa Clara County/Morgan Hill since the 1960's

Other Background Information

- Former Planning Commissioner - City of Morgan Hill
- Former Library, Culture & Arts Commissioner – City of Morgan Hill
- Former Chairman – Santa Clara County Committee on School District Reorganization and Property Transfers
- Past President of Sorrento Homeowners Association (Morgan Hill)
- Past member Board of Directors for American School of Madrid, Spain

Print

Commission Application Submission #34149

Date Submitted: 4/14/2022

First Name

Zain

Last Name

Yahya

Address1

[redacted]

Address2

City

Morgan Hill

State

CA

Zip

95037

Home Phone Number

Cell Phone Number

[redacted]

email address

[redacted]

Occupation

Owner

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

[redacted]

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

No

If yes, please provide name

Visit the link below for information on the Planning Commission

Planning Commission

Visit the link below for information on the Parks and Recreation Commission

Parks and Recreation Commission

Visit the link below for information on the Library, Culture, and Arts Commission

Library, Culture, and Art Commi ion

Please select the commission you are interested in serving on

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

Please upload a letter of interest or cover letter*

CoverLetter.pdf

Please upload a resume*

ZainY Resume.pdf

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

No, I have not. But I look forward to engaging with the community and learning how everything work .

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

I am a board member of the Metal Finishers Association of California, and with that role I have learned how organizations work and I've also seen how to create and implement a shared vision. I also run a business with 45 employees, and this forces me to work with people every day to come to pragmatic and workable solutions to all kinds of problems/situations.

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

I believe the role of a commissioner is to advise the City Council on issues related to the commission they sit on. I would want to bring my community members thoughts and ideas to the table when offering a viewpoint to the council.

What would you like to accomplish as a commissioner?*

I am a firm believer in community advocacy and I want to ensure that my community is being active in the growth and development of our city across many facets of our lives. Our city shapes the community, and the community shapes our city. I want to work hand in hand with everyone to help create a shared vision for our community and town.

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

I believe one of our greate t a et i that thi i a very de irable place to live. Thi give the community the ability to help be an active participant in how and where growth and development occur . Thi i not only in term of land development, but al o in how we create recreational pace , a well a art and activitie for the community.

If you are an incumbent seeking reappointment:

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

- [ ] Yes
- [ ] No

Are you currently serving on a committee

- [ ] Yes
- [ ] No

Are you assigned to a special project?

- [ ] Yes
- [ ] No

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

Please review the City Council Ethics Policy

City Council Ethics Policy

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

Zain Yahya

Date*

4/14/2022 12:00 PM

[redacted]

Zain Yahya

Morgan Hill City Council
17575 Peak Ave.
Morgan Hill, CA 95037

Dear Council Members,

This letter is to express my interest in joining one of the commissions for the city of Morgan Hill. I am an 8 year resident of Morgan Hill, but have been visiting this city since I was a child and always knew it would one day be my home. I have a wife and three children and I am a firm believer in community advocacy. I want to perform my civic duty and help ensure this town continues to be a wonderful place for my children to grow up. I love this town and believe that my skills in running a successful company of 45 employees can help in ensuring our shared vision of this town continues to be implemented.

There are always differing interests and desires in every group, which is why I want to become a part of the process where a community can work together towards shared goals. I believe in our wonderful community in Morgan Hill and I want to see it thrive and grow with a vision we can all follow. Whether that be in terms of community planning, parks and recreational activities, or the arts, I feel my skills and knowledge can lend a hand in this endeavor.

I am excited to learn and grow with my city, and help define our shared vision with all of my neighbors.

Sincerely,
Zain Yahya

Zain Yahya

Management & Leadership

[redacted]

[redacted]

Self-motivated and always trying to improve processes and efficiencies. I work well within different types of organizations and can adapt to different modes of management.

WORK EXPERIENCE

President
Makplate, Inc.
08/2007 - Present *Gilroy, CA*
Metal Finishing job shop with 45 employees. Electroplating and anodizing specialties.

Revenue Growth
- Grew company from 1M to 8M in sales, from 5 employees to 45 employees
- Turned company profitable and increased margins over a span of 10 years.
- Fifteen consecutive years of revenue growth

CERTIFICATES

Gilroy Leadership Graduate (03/2022 09/2022)
Non Profit focused on developing and inspiring local leaders.

EDUCATION

BS in Business Administration - Finance
CSU Fresno
2003 - 2007 *Fresno, CA*

SKILLS

Leadership & Management | Team Building | Forecasting | Goal Setting | SMART Goals

ORGANIZATIONS

Board Member
Metal Finishing Association of CA
2020 - Present
Advocacy and Political Action representing metal finishers throughout California.

Tasks/Achievements
- Communicated member concerns with different policy makers and organizations. Advocated on behalf of all members to multiple agencies, appointed and elected boards.

Contact : Bobbi Burns - 510.364.3600

HONOR AWARDS

President's Scholar (2007)
CSU Fresno
- G aduated Cum Laude as a P es dent s Schola f om CSU F esno

LANGUAGES

English
Native or Bilingual Proficiency

Spanish
Professional Working Proficiency

INTERESTS

Golf | Statistics | Humanitarian Causes | History | Running

Print

Commission Application Submission #34227

Date Submitted: 4/18/2022

First Name

Cindy

Last Name

Blanton

Address1

[redacted]

Address2

City

Morgan Hill

State

CA

Zip

95037

Home Phone Number

Cell Phone Number

[redacted]

email address

[redacted]

Occupation

Retired Bu ine Owner, Now Arti t

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

[redacted]

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

No

If yes, please provide name

Visit the link below for information on the Planning Commission

Planning Commission

Visit the link below for information on the Parks and Recreation Commission

Parks and Recreation Commission

Visit the link below for information on the Library, Culture, and Arts Commission

Library, Culture, and Art Commi ion

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission

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

Please upload a letter of interest or cover letter*

Cindy Blanton Cover Letter.docx

Please upload a resume*

Resume 1.jpg

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

No

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

Organizational, communication, and team work skills

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

To enhance the communities interest in the arts, expose them to cultures, both national and international, and help to educate the community to the resources of the library

What would you like to accomplish as a commissioner?*

I hope to be an enthusiastic supporter and worker on projects the commission deems appropriate. Volunteering my skills and time to the city and educating myself on city projects and procedures.

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

Enhanced community involvement in all city activitie . Morgan Hill i growing e ponentially and we have the re pon ibility to make ure we are reaching out to all level of our community with project that enhance their live .

If you are an incumbent seeking reappointment:

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

- [ ] Yes
- [ ] No

Are you currently serving on a committee

- [ ] Yes
- [ ] No

Are you assigned to a special project?

- [ ] Yes
- [ ] No

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

Please review the City Council Ethics Policy

City Council Ethics Policy

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

Cindy Blanton

Date*

4/18/2022 4:45 PM

Cindy Blanton

Morgan Hill, CA[redacted]

April 14, 2022

City of Morgan Hill

Re: Library, Culture and Arts Commission Opening

Dear Commissioners,

I was excited to see that the Library, Culture and Arts Commission with the City of Morgan Hill has an opening. After reviewing the requirements and looking through the website, I was really happy to find that my qualifications and personal strengths align with your needs and mission. And while most of my career as a business owner in laboratory design and sales was in the technical industry, my passion for making art and teaching art is now my focus. I currently volunteer at Gavilan College in the Sculpture and Arts Labs and love spending time with the students. I also volunteered and taught Art at Crossroads Christian Church and School.

I have a comprehensive set of skills I believe will be valuable to your commission. My communication, people-centric nature and compassion have afforded me great teamwork skills and I would be happy to contribute my proficiency in motivation toward your commission's efforts. My focus on building strong professional relationships has been a beneficial asset through my career.

I am extremely proud to have initiated the Morgan Hill Open Studios Project to the Commission, along with a team of very dedicated artists. And look forward to this being a premier event for the city.

Thank you for your time and consideration.

Regards,

Cindy Blanton

CINDY BLANTON

EXPERIENCE

ARTIST

Sculpture Monkey, Morgan Hill, CA / Oct 2008 - Present

Meet with Clients to gain agreements on artistic goals and financial considerations

Create series of sketches for review, revision and changes

Produce Ceramic Sculptures

Initiated, along with team, and helped organize Morgan Hill Open Studios

OWNER

CB Technical Sources, Santa Clara, CA / Oct 1984 - Sep 2009

Start Up Business Development, operational and workflow procedures, Sales Strategies,

Managed Sales and presentations

Negotiated with vendors for optimal pricing

Analyzed Client Needs - provided quotations and design layout

Hosted events to promote brand awareness

[redacted]

EDUCATION

UNIVERSITY OF DAYTON
Dayton, OH
(Jan 1966)

EVERGREEN VALLEY COLLEGE
San Jose, Ca.

GAVILAN COLLEGE
Gilroy, Ca./

ADDITIONAL SKILLS

Organizational Skills

People Skills

Negotiating Skills

Team Work

Print

Commission Application Submission #34027

Date Submitted: 4/9/2022

First Name

SHAKEEB

Last Name

AHMED

Address1

[redacted]

Address2

City

Morgan Hill

State

CA

Zip

95037

Home Phone Number

[redacted]

Cell Phone Number

[redacted]

email address

[redacted]

Occupation

Financial Analy t

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill

[redacted]

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

No

If yes, please provide name

Visit the link below for information on the Planning Commission

Planning Commission

Visit the link below for information on the Parks and Recreation Commission

Parks and Recreation Commission

Visit the link below for information on the Library, Culture, and Arts Commission

Library, Culture, and Art Commi ion

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission

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

Parks and Recreation Commission

Please upload a letter of interest or cover letter*

Commissioner.pdf

Please upload a resume*

ShakeebAhmed.pdf

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

Engage Morgan Hill

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

Business Management, Financial Analysis

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

Advising and making recommendations on how to improve the library facilities and engaging the community on how to support the various art programs.

What would you like to accomplish as a commissioner?*

Make the art scene in Morgan Hill more visible to the community.

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

Making the vibrant arti t community more appreciated by the community.

If you are an incumbent seeking reappointment:

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

- [ ] Yes
- [x] No

Are you currently serving on a committee

- [ ] Yes
- [x] No

Are you assigned to a special project?

- [ ] Yes
- [x] No

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

Please review the City Council Ethics Policy

City Council Ethics Policy

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

Morgan Hill

Date*

4/9/2022 3:00 PM

Shakeeb Ahmed
[redacted]

To Whom It May Concern:

After spending the past 30 years as both a skilled analyst and manager, I am writing to express my interest in the position of Library, Culture and Arts Commissioner for the City of Morgan Hill. As a recent transplant the Bay Area as of May 2019, I am committed to its cultural development and growth as a way to enrich the city.

As the regional manager for Perla Dental, I exercised the business acumen required to grow and run a business, develop effective professional relationships both internally as well as with government agencies and suppliers, and communicate with customers through social media and email marketing. It was due to these skills that I was able to help open four new clinics in my eight years as manager. I understand what it takes for a business to expand, and I hope to bring that experience to recruit and retain businesses in Morgan Hill. In my roles as a financial analyst at EPVAH Management, I have exceled at identifying and researching areas of growth and investment and then communicating these findings to investors. I hope to transition this skillset to help communicate areas of economic development to the public and create interest and opportunities for progress.

I am passionate about taking an active role in the development of Morgan Hill to reach its potential by creating a vibrant art and cultural scene while still retaining the character that drew me to the city. I believe the depth and diversity of my experiences make me an ideal candidate for this position. I would like to help Morgan Hill reach its goals and I am available by phone [redacted] or email [redacted] to discuss further.

Thank you for your time and consideration.

Sincerely,
Shakeeb Ahmed

Shakeeb Ahmed

[redacted] · Morgan Hill, CA [redacted]

EDUCATION

University of Waterloo B.A.Sc., Mechanical Engineering & Management Science 1990
Ontario, Canada

PROFESSIONAL EXPERIENCE

EPVAH MANAGEMENT - San Jose, CA
Senior Analyst *Nov 2018 – Present*

- Manage a real-estate fund for private investors
- Source and analyze commercial and residential real-estate deals
- Conduct macroeconomics analysis to determine feasibility of investment

Financial Analyst *Oct 2006 – Sept 2010*

- Develop relationships and conduct meetings with entrepreneurs to discuss their business plans
- Perform macro- and micro- economic analysis for various industries
- Communicate fund performance with investors
- Organize investor conferences to raise capital for new funds

PERLA DENTAL – Dallas, TX *Nov 2010 – Oct 2018*
Regional Manager

- Expanded business by opening four new office locations in the Dallas/Fort Worth area
- Developed marketing strategy via social media and traditional methods
- Oversaw budgeting for various office functions such as staffing, equipment, and marketing
- Led human resources operations such as staff issues, staff scheduling, interviewing and payroll

MCCLONE CONSTRUCTION COMPANY – Shingle Springs, CA *Mar 2005 – Sept. 2006*
Estimator

- Identified factors affecting costs such as production time, materials and labor
- Collaborated with engineers, architects and clients to prepare project bids
- Calculated, analyzed and adjusted estimated and recommended ways to reduce costs

SKILLS AND INTERESTS

Skills: Management, Financial and Business Analysis, Report Writing, MS Office
Interests: Gardening, Woodworking, Reading, Personal Finance, Soccer

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: May 4, 2022

PREPARED BY:
Kim Mancera, Municipal Services Assistant
APPROVED BY: City Manager

ADOPT ORDINANCE 2332, NEW SERIES, ADDING A NEW CHAPTER 9.18 (“SIDESHOWS”) TO TITLE 9 (“PUBLIC PEACE, MORALS AND WELFARE) OF THE MORGAN HILL MUNICIPAL CODE TO PROHIBIT SPECTATORS AT ILLEGAL SPEED CONTESTS, EXHIBITIONS OF SPEED OR RECKLESS DRIVING EXHIBITIONS

RECOMMENDATION(S)
Waive the reading, adopt Ordinance No. 2332, 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.

Estimated Time:

COUNCIL PRIORITIES, GOALS & STRATEGIES
City Council Ongoing Priorities
Enhancing Public Safety
Preserving and Cultivating Public Trust

Guiding Documents
Public Safety Master Plan

REPORT NARRATIVE:
On April 20, 2022, the City Council introduced Ordinance 2332 New Series, by the following roll call vote: Ayes: Borgioli, Constantine, Martinez Beltran, McKay, Spring; Noes: None; Abstain: None; Absent: None.

At the April 20, 2022 City Council meeting, the City Council introduced Ordinance 2332 to address illegal street racing and sideshow events. The ordinance allows officers to issue misdemeanor citations to spectators who are found gathering at either an illegal street race/sideshow or preparation areas for a street race/sideshow.

COMMUNITY ENGAGEMENT:
This Staff Report serves to inform the community of the Police Department’s desire to establish an ordinance prohibiting spectators at illegal speed contests, exhibitions of speed, or reckless driving exhibitions.

ALTERNATIVE ACTIONS:
Not Applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
Not Applicable

FISCAL AND RESOURCE IMPACT:
With the adoption of this proposed ordinance, enforcement costs would be minimal and absorbed within existing duties.

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

ORDINANCE NO. 2332, NEW SERIES

AN ORDINANCE OF THE CITY OF MORGAN HILL ADDING A NEW CHAPTER 9.18 ("SIDESHOWS") TO TITLE 9 ("PUBLIC PEACE, MORALS AND WELFARE) OF THE MORGAN HILL MUNICIPAL CODE TO PROHIBIT SPECTATORS AT ILLEGAL SPEED CONTESTS, EXHIBITIONS OF SPEED OR RECKLESS DRIVING EXHIBITIONS

THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY ORDAIN AND ENACT AS FOLLOWS:

SECTION 1. Chapter 9.18 ("Sideshows) of Title 9 ("Public Peace, Morals and Welfare") is hereby added to read as follows:

"9.18.010—Definitions

For purposes of this section, the following definitions shall apply:

A. "Illegal motor vehicle speed contest" and "exhibition of speed" shall have the same meaning as in California Vehicle Code Section 23109 subsections (a) and (c), as may be amended;

B. "Reckless Driving Exhibition" shall the same meaning as in California Vehicle Code Section 23103, as may be amended.

C. "Off-street Parking Facility" shall have the same meaning as California Vehicle Code Section 12500 subsection (c), as may be amended.

D. "Spectator" shall mean any person who is present at an illegal motor vehicle speed contest, exhibition of speed or reckless driving exhibition for the purpose of viewing, observing, watching, or witnessing the event as it progresses. A "spectator" includes any person at the location of the event without regard to whether the person arrived at the event by driving a vehicle, riding as a passenger in a vehicle, walking, or arriving by some other means;

E. A person is "present" at the illegal motor vehicle speed contest, exhibition of speed or reckless driving exhibition if that person is within 150 feet of the location of the event, or within 150 feet of the street or highway where preparations are being made for the event;

F. "Preparations" means any of the following acts done for the purpose of a motor vehicle speed contest or exhibition of speed:

1. One or more motor vehicles or persons has arrived at a predetermined location for the purpose of participating in or being a spectator at the event;
2. One (1) or more persons have gathered on, or adjacent to, a public street or highway;
3. One (1) or more persons have gathered in an off-street Parking Facility;
4. One (1) or more persons have impeded the free public use of a public street, highway, or off-street Parking Facility by acts, words or physical barriers;
5. One (1) or more motor vehicles have lined up on a public street, highway, or off-street Parking Facility with motors running;
6. One (1) or more drivers are revving a motor vehicle's engine or causing the motor vehicle's tires to spin; or
7. A person is standing or sitting in a location to act as a race starter

9.18.020—Spectators Prohibited at Illegal Motor Vehicle Speed Contest, Exhibition of Speed and Reckless Driving Exhibitions

It shall be unlawful for any person to:

A. Be knowingly present as a Spectator at an illegal motor vehicle speed contest or exhibition of speed conducted on a public street or highway; or

B. Be knowingly present as a Spectator at a reckless driving exhibition conducted on a public street or highway or in an off-street Parking Facility.

C. Be knowingly present as a Spectator where Preparations are being made for an illegal motor vehicle speed contest or exhibition of speed conducted on a public street or highway; or.

D. Be knowingly present as a Spectator where Preparations are being made for a reckless driving exhibition conducted on a public street or highway or in an off-street Parking Facility.

E. Nothing in this Section prohibits peace officers or their agents who are acting in the course of their official duties from being Spectators at an illegal motor vehicle speed contest, exhibition of speed or reckless driving exhibition or Spectators at the location of Preparations for either of these activities.

9.18.030—Encouraging Spectators to Gather at Illegal Motor Vehicle Speed Contest, Exhibition of Speed and Reckless Driving Exhibition Prohibited.

A. It shall be unlawful for any person to knowingly encourage, promote, instigate, assist, facilitate, aid, or abet:

1. The gathering of persons as Spectators at an illegal motor vehicle speed contest or exhibition of speed conducted on a public street or highway; or
2. The gathering of persons as Spectators at a reckless driving exhibition conducted on a public street or highway or in an off-street Parking Facility.

B. It shall be unlawful for any person to knowingly encourage, promote, instigate, assist, facilitate, aid, or abet:

1. The gathering of persons as Spectators where Preparations are being made for an illegal motor vehicle speed contest or exhibition of speed conducted on a public street or highway; or

2. The gathering of persons as Spectators where Preparations are being made for a reckless driving exhibition conducted on a public street or highway or in an off-street Parking Facility.

9.18.040—Relevant Circumstances.

Notwithstanding any other provision of law, to prove a violation of this chapter, admissible evidence may include, but is not limited to, any of the following:

A. The nature of and circumstances surrounding the incident, and the nature of a subject individual's participation in or spectating at an incident, including such factors as the time of day, description of the scene, number of people and/or vehicles present, location of the individual charged relative to the involved vehicles, and actions taken by the individual charged (including photography or videography, reporting to authorities, etc.); or

B. That the person charged has previously participated in, or been a spectator at, a speed contest or reckless driving exhibition; or

C. That the person charged has previously aided and abetted a speed contest or reckless driving exhibition; or

D. That the person charged was previously present at a location where preparations were being made for a speed contest or reckless driving exhibition; or

E. Evidence of these prior acts may be admissible, to the fullest extent permissible by law, to show the opportunity, intent, plan, knowledge, identity, or the absence of a mistake or accident, or propensity of the defendant to be present as a spectator at a speed contest or a reckless driving exhibition if the prior act or acts occurred within three years of the presently charged offense. These prior acts may always be admissible to show knowledge on the part of the defendant that a speed contest or a reckless driving exhibition was taking place at the time of the presently charged offense. Prior acts are not limited to those that occurred within the City of Morgan Hill.

SECTION 2. Severability. If any part of this Ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the applicability of this Ordinance to other situations.

SECTION 3. Effective Date; Publication. This ordinance shall take effect thirty (30) days after the date of its passage and adoption. The City Clerk is hereby directed to publish in full or summary this ordinance pursuant to §36933 of the Government Code in a newspaper of general circulation in the City of Morgan Hill.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 20th DAY OF APRIL 2022, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 4th DAY OF MAY 2022, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

PASSED AND ADOPTED by the City Council of Morgan Hill at the regular meeting held on the 4th day of May, 2022 by the following vote**:**

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

APPROVED: **ATTEST:**

_____ _____
RICH CONSTANTINE, Mayor **MICHELLE BIGELOW, City Clerk**

CERTIFICATE OF THE CITY CLERK

I, MICHELLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 2332, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the 4th day of May 2022.

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

DATE: _____ _____
MICHELLE BIGELOW, City Clerk

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: May 4, 2022

PREPARED BY:
Kim Mancera, Municipal Services Assistant
APPROVED BY: City Manager

ADOPT ORDINANCE 2333, NEW SERIES, AMENDING SECTIONS, 13.04.330 (WASTING OF WATER AND DROUGHT EMERGENCIES) AND 13.04.390 (ENFORCEMENT) AND 13.04.400 (VIOLATION-PENALTY) OF CHAPTER 13.04 (WATER SYSTEM) OF TITLE 13 (PUBLIC SERVICES), AMENDING REGULATIONS PROHIBITING NONESSENTIAL USE OF POTABLE WATER

RECOMMENDATION(S)
Waive the reading, adopt Ordinance No. 2333, 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.

Estimated Time:

COUNCIL PRIORITIES, GOALS & STRATEGIES
City Council Ongoing Priorities
Enhancing Public Safety
Protecting the Environment and Preserving Open Space and Agricultural Land

REPORT NARRATIVE:
On April 20, 2022, the City Council introduced Ordinance 2333 New Series, by the following roll call vote: Ayes: Borgioli, Constantine, Martinez Beltran, McKay, Spring; Noes: None; Abstain: None; Absent: None.

WATER WASTE ORDINANCE:
The City has long had a water waste ordinance that it relies upon to guide City activities during droughts and other water shortages. This ordinance specifically mimics the "Water Shortage Contingency Plan" required to be prepared with the Urban Water Management Plan (UWMP) that is submitted to the State every five years. When the 2020 UWMP was prepared, the City fine tuned the Water Shortage Contingency Plan to better reflect the tools and opportunities that the City has to respond to water shortages. The previous three large stages of water shortage were expanded to six smaller stages that offer more flexibility and responsiveness. The proposed ordinance merely codifies the six stage response plan that the Council approved last October when considering the UWMP and staff recommends adoption of the ordinance to ensure that the

Municipal Code reflects the UWMP submitted to the State.

COMMUNITY ENGAGEMENT:

Inform and Consult

Community engagement relating to the City's water waste rules was completed with the community engagement for the UWMP. Per the staff report presented to the Council for UWMP adoption: "The UWMPA requires that the adopted UWMP demonstrate the water agency solicited public participation." Per the stated law, the City held a public hearing so community members could provide comments, learn about existing and future water supplies of the City, and raise any concerns towards the plan. A notice of the public hearing was published in the local newspaper on August 13 and 20, 2021, notifying interested parties that the draft 2020 UWMP was available at various City facilities and on the City's web page (www.morganhill.ca.gov) for review two successive weeks before the anticipated adoption scheduled for October 6.

In addition to the public hearing held for this item, the City hosted a workshop/town hall meeting for the public on September 9, in anticipation of the 2020 UWMP being adopted by the Council on October 6. In addition, the public hearing introducing the ordinance was properly noticed in the Morgan Hill Times for the April 6th meeting and then was continued to April 20th.

ALTERNATIVE ACTIONS:

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Urban Water Management Plan was adopted by the Council on October 6, 2021. The City's water waste ordinance was last amended by the Council in 2017.

FISCAL AND RESOURCE IMPACT:

There are no direct fiscal impacts associated with adopting the new ordinance as it does not change the fiscal impacts (namely reduced water sales revenues and increased conservation program costs) associated with droughts and other water shortages that already exist under the current ordinance.

CEQA (California Environmental Quality Act):

Categorical Exemption

This Ordinance and actions taken hereafter pursuant to this Ordinance are exempt from the California Environmental Quality Act as actions intended to preserve and protect natural resources (CEQA Guidelines section 15307).

ORDINANCE NO. 2333, NEW SERIES

AN ORDINANCE OF THE CITY OF MORGAN HILL AMENDING SECTIONS, 13.04.330 (WASTING OF WATER AND DROUGHT EMERGENCIES) AND 13.04.390 (ENFORCEMENT) AND 13.04.400 (VIOLATION-PENALTY) OF CHAPTER 13.04 (WATER SYSTEM) OF TITLE 13 (PUBLIC SERVICES), AMENDING REGULATIONS PROHIBITING NONESSENTIAL USE OF POTABLE WATER

THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Findings.

A. A reliable minimum supply of potable water is essential to the public health, safety and welfare of the people and economy of City of Morgan Hill.

B. The City of Morgan Hill is located in a semi-arid region and is dependent upon local groundwater, and imported water supplies. A growing population, climate change, environmental concerns, and other factors in other parts of the State and western United States, make the region highly susceptible to water supply reliability issues.

C. There is a need for water conservation program and regulations because there is a limited supply of water available to serve the residents and businesses of Morgan Hill and demand for water has, at times, exceeded groundwater replenishment, threatening a water shortage.

D. Careful water management that includes active water conservation measures not only in times of drought, but at all times, is essential to ensure a reliable minimum supply of water to meet current and future water supply needs.

E. Article X, Section 2 of the California Constitution declares that the general welfare requires that water resources be put to beneficial use, waste or unreasonable use or unreasonable method of use of water be prevented, and conservation of water be fully exercised with a view to the reasonable and beneficial use thereof.

F. Article XI, Section 7 of the California Constitution declares that a city or county may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws.

G. California Water Code Section 375 authorizes water suppliers to adopt and enforce a comprehensive water conservation program to reduce water consumption and conserve supplies.

H. The City of Morgan Hill's water conservation and supply shortage program has functioned adequately since its adoption in 2009. Changes to the program are necessary in order to expand and establish the permanent water conservation practices needed to best manage the City of Morgan Hill's potable water supply in the short and long-term and to avoid or minimize the effects of drought, climate change, and the unreliability of imported water infrastructure that serves the City of Morgan Hill.

Section 2. Declaration of Purpose and Intent.

A. The purpose of this Ordinance is to amend the City of Morgan Hill's water conservation and supply shortage program. The program's purposes are to reduce water consumption within the City of Morgan Hill through conservation, enable effective water supply planning, assure reasonable and beneficial use of water, prevent waste of water, and maximize the efficient use of water within the City of Morgan Hill to avoid and minimize the effect and hardship of water shortage to the greatest extent possible.

B. This Ordinance amends permanent water conservation standards intended to alter behavior related to water use efficiency at all times and further establishes six levels of water supply shortage response actions to be implemented during times of declared water shortage or declared water shortage emergency, with increasing restrictions on water use in response to worsening drought or emergency conditions and decreasing supplies.

Section 3. CEQA Exemption

The city finds that this Ordinance and actions taken hereafter pursuant to this Ordinance are exempt from the California Environmental Quality Act per the California Environmental Quality Act Guidelines Section 15307 (protection and preservation of natural resources). The City Clerk is hereby authorized and directed to file a Notice of Exemption as soon as possible following adoption of this Ordinance.

Section 4. Section 13.04.330 (Wasting of Water) of Chapter 13.04 (Water System) of Title 13 (Public Services) is hereby amended in its entirety to read as follows:

"13.04.330 Wasting of water and drought emergencies

A. Applicability
   1. The provisions of this chapter apply to any person in the use of any potable water in the city.
   2. The provisions of this chapter do not apply to uses of water necessary to protect public health and safety or for essential government services, such as police, fire and other similar emergency services.
   3. The provisions of this chapter do not apply to the use of recycled water, with the exception of subsection B (1) of this section.
   4. The provisions of this chapter do not apply to the use of water by commercial nurseries and commercial growers to sustain plants, trees, shrubs, crops or other vegetation intended for commercial sale, to the use of water in a community garden providing

garden plots to the public, or to home fruit and vegetable gardens less than 200 square feet.

5. This chapter is intended solely to further the conservation of water. It is not intended to implement nor supersede any provision of federal, State, or local statutes, ordinances, or regulations relating to protection of water quality or control of drainage or runoff.

B. Prohibition Against Waste: The following water conservation requirements are effective at all times and are permanent. Violations of this section will be considered waste and an unreasonable use of water.

1. Limits on Watering Hours: Watering or irrigating of lawn, landscape or other vegetated area with potable water is prohibited between the hours of 9:00 a.m. and 7:00 p.m. Pacific Standard/Daylight Savings Time on any day, except by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system. Watering or irrigating within 48 hours after ¼ inch or more of precipitation is received is prohibited.
2. Limit on Watering Duration: Watering or irrigating of lawn, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than fifteen (15) minutes watering per day per station/valve/zone. This subsection does not apply to landscape irrigation stations/valves/zones that exclusively use drip type irrigation systems, soaker hoses, bubblers, or high efficiency sprinkler nozzles that have a precipitation rate of less than two (2) gallons per hour; to systems controlled by weather-based irrigation controllers; and systems having stream rotor sprinklers with a 70% or greater efficiency standard.
3. Limit on Watering Days: During the months of March through October, watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to three days per week on a schedule established and posted by the city. During the months of November through February, watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to no more than one day per week on a schedule established and posted by the city. This provision does not apply to the following uses of water:

a. To landscape irrigation zones that exclusively use very low flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour;
b. To watering or irrigating by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system;
c. To landscape irrigation zones that are controlled by an activated weather-based irrigation controller;
d. To watering or irrigating a newly installed or significantly rehabilitated landscape for the first sixty days after the first plant is placed in the ground. For the purposes of this section, a significantly rehabilitated landscape is a landscape in which 25% or more of a property's landscape is replaced.

4. No Excessive Water Flow or Runoff: Watering or irrigating of any lawn, landscape or other vegetated area in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, street, alley, gutter or ditch is prohibited.
5. No Washing Down Hard or Paved Surfaces: Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, is prohibited except when necessary to alleviate safety or sanitary hazards, and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device, a low-volume, high-pressure cleaning machine equipped to recycle any water used, or a low-volume high-pressure water broom. Washing down structures, fences, and hard surfaces expressly for the purposes of preparing a surface for the application of a surface coating is not prohibited provided it does not occur more than one time in any twelve (12) month period.
6. Obligation to Fix Leaks, Breaks or Malfunctions: Excessive use, loss or escape of water through breaks, leaks or other malfunctions in the water user's plumbing or distribution system for any period of time after such escape of water should have reasonably been discovered and corrected and in no event more than ten (10) days of receiving written notice from the city, is prohibited.
7. Recirculating Water Required for Water Fountains and Decorative Water Features: Operating a water fountain or other decorative water feature that does not use recirculated water is prohibited.
8. Limits on Washing Vehicles: Using water to wash or clean a vehicle, including but not limited to any automobile, truck, van, bus, motorcycle, boat or trailer, whether motorized or not is prohibited, except by use of a hand-held bucket or similar container or a hand-held hose equipped with a positive self-closing water shut-off nozzle or device. This subsection does not apply to any commercial car washing facility that incorporates a recycled or recirculating water system in its operation.
9. Drinking Water Served Upon Request Only: Eating or drinking establishments, including but not limited to a restaurant, hotel, cafe, cafeteria, bar, or other public place where food or drinks are sold, served, or offered for sale, are prohibited from providing drinking water to any person unless expressly requested.
10. Commercial Lodging Establishments Must Provide Guests Option to Decline Daily Linen Services: Hotels, motels and other commercial lodging establishments must provide customers the option of not having towels and linen laundered daily. Commercial lodging establishments must prominently display notice of this option in each bathroom using clear and easily understood language.
11. No Installation of Single Pass Cooling Systems: Installation of single pass cooling systems is prohibited in buildings requesting new water service.
12. No Installation of Nonrecirculating in Commercial Car Wash and Laundry Systems: Installation of nonrecirculating water systems is prohibited in new commercial conveyor car wash and new commercial laundry systems.
13. Restaurants Required to Use Water Conserving Dish Wash Spray Valves: Food preparation establishments, such as restaurants or cafes, are prohibited from using non-water conserving dish wash spray valves.

14. Commercial Car Wash Systems: All commercial conveyor car wash systems must have installed operational recirculating water systems or must have a waiver of this requirement from the city.
15. Construction Activities: Use of potable water for construction site dust control, compaction, and other site activities suitable for nonpotable water is prohibited if recycled water is available within five miles of the construction site.
16. Plumbing System Testing: Use of potable water for plumbing system testing is prohibited unless required by law or alternative testing procedures are determined to be unsuitable by City inspection staff.
17. Pool Covers: Constructing a pool without the inclusion of a pool cover is prohibited. All contracts for the construction of a new pool entered into after September 2, 2015 shall include the provision of a pool cover.

C. Level 1 Water Supply Shortage (1% - 10% reduction): A Level 1 Water Supply Shortage ("Alert" stage) exists when the city council determines, in its sole discretion, that due to drought, other water supply conditions, or as mandated by the State of California, a water supply shortage or threatened shortage exists and a 1% - 10% consumer demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the city of a Level 1 Water Supply Shortage condition, the City will implement an active communication campaign asking the community to conserve water in compliance with the City's permanent water use restrictions.

D. Level 2 Water Supply Shortage (11% - 20% reduction): A Level 2 Water Supply Shortage ("Severe" stage) exists when the city council determines, in its sole discretion, that due to drought, other water supply conditions, or as mandated by the State of California, a water supply shortage or threatened shortage exists and a 11% - 20% consumer demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the city of a Level 2 Water Supply Shortage condition, the City will:
    1. Evaluate the water use of individual water utility customers and distribute targeted communications to those water utility customers that are high users or appear to be violating the City's water use rules; and
    2. Continue implementing all Level 1 response activities.

E. Level 3 Water Supply Shortage (21% - 30% reduction): A Level 3 Water Supply Shortage ("Critical 1" stage) exists when the city council determines, in its sole discretion, that due to drought, other water supply conditions, or as mandated by the State of California, a water supply shortage or threatened shortage exists and a 21% - 30% consumer demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the city of a Level 3 Water Supply Shortage condition, the City will:
    1. Actively enforce the City's current restrictions regarding the limits on watering days contained in Section 13.04.330 B (3);
    2. Suspend exemptions 13.04.330 B (3)(c) and 13.04.330 B (3)(d) to Section 13.04.330 B (3);

3. Prohibit the use of potable water to wash or clean a vehicle, including but not limited to, any automobile, truck, van, bus, boat or trailer, whether motorized or not, except at a commercial car washing facility that utilizes a recirculating water system to capture or reuse water. This provision does not apply to bicycles and motorcycles. The use of potable water to clean the windshield, windows, or mirrors of a vehicle by use of a hand-held bucket or similar container is not prohibited;
4. Impose an alternative rate schedule designed for water supply shortage events if such a rate schedule has been adopted by the City Council; and
5. Continue implementing all other Level 2 response activities.

F. Level 4 Water Supply Shortage (31% - 40% reduction): A Level 4 Water Supply Shortage ("Critical 2" stage) exists when the city council determines, in its sole discretion, that due to drought, other water supply conditions, or as mandated by the State of California, a water supply shortage or threatened shortage exists and a 31% - 40% consumer demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the city of a Level 4 Water Supply Shortage condition, the City will:

1. Actively enforce the following limited irrigation schedule: During the months of March through October, watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to two days per week on a schedule established and posted by the city. During the months of November through February, watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to no more than one day per week on a schedule established and posted by the city. This provision does not apply to landscape irrigation zones that exclusively use very low flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour. This provision also does not apply to watering or irrigating by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system; and
2. Continue implementing all other Level 3 response activities.

G. Level 5 Water Supply Shortage (41% - 50% reduction): A Level 5 Water Supply Shortage ("Emergency 1" stage) exists when the city council determines, in its sole discretion, that due to drought, other water supply conditions, or as mandated by the State of California, a water supply shortage or threatened shortage exists and a 41% - 50% consumer demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the city of a Level 5 Water Supply Shortage condition, the City will:

1. Actively enforce the following limited irrigation schedule:
    a. The watering or irrigating of lawns and turf is prohibited except for turf utilized for active recreation at a school, park, or public facility. Turf used for active recreation at a school, park, or public facility may be irrigated in accordance with all other irrigation restrictions up to two

times per week from March – October and one time per week from November – February;

b. Trees, shrubs, and dedicated landscapes that do not contain turf may be watered one time per week in accordance with all other irrigation restrictions; and

2. Consider limits on the issuance of building permits, new potable water services, temporary meters and/or statements of immediate ability to serve or provide potable water service (such as, will-serve letters, certificates, or letters of availability). The City may consider exemptions to the limitation that include, but are not limited to the following circumstances:
   a. A valid, unexpired building permit has been issued for the project;
   b. The project is necessary to protect the public health, safety, and welfare; or
   c. The applicant provides substantial evidence of an enforceable commitment that water demands for the project will be offset prior to the provision of a new water meter(s) to the satisfaction of the city.

   This provision does not preclude the resetting or turn-on of meters to provide continuation of water service or the restoration of service that has been interrupted for a period of one year or less; and
3. Continue implementing all other Level 4 response activities.

H. Level 6 Water Supply Shortage (greater than 50% reduction): A Level 6 Water Supply Shortage ("Emergency 2" stage) exists when the city council determines, in its sole discretion, that due to drought, other water supply conditions, or as mandated by the State of California, a water supply shortage or threatened shortage exists and a greater than 50% consumer demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the city of a Level 6 Water Supply Shortage condition, the City will:

1. Prohibit all irrigation; and
2. Continue implementing all other Level 5 response activities.

I. Procedures for Determination/Notification of Water Supply Shortage
The existence of Water Supply Shortage conditions may be declared by resolution of the city council adopted at a regular or special public meeting held in accordance with state law. The mandatory conservation requirements relating to each level of Water Supply Shortage conditions will take effect on the tenth day after the date the shortage level is declared. Within five (5) days following the declaration of the shortage level, the city must publish a copy of the resolution in a newspaper used for publication of official notices.

J. Hardship Waiver. If, due to unique circumstances, a specific requirement of this chapter would result in undue hardship to a person using water or to property upon which water is used, that is disproportionate to the impacts to water users generally or to similar property or classes of water users, then the person may apply for a waiver to the requirement as provided in this Section.

1. Application: Application for a waiver must be on a form prescribed by the City Manager and accompanied by a nonrefundable processing fee in an amount set by city council resolution.
2. Supporting Documentation: The application must be accompanied by photographs, maps, drawings, and other information, including a written statement of the applicant.
3. Required Findings for Waiver: The waiver may be granted or conditionally granted only upon a written finding of the existence of facts demonstrating an undue hardship to a person using water or to property upon which water is used, that is disproportionate to the impacts to water users generally or to similar property or classes of water use due to specific and unique circumstances of the user or the user's property. An application for a waiver will be denied unless the City Manager finds, based on the information provided in the application, supporting documents, or such additional information as may be requested, and on water use information for the property as shown by the records of the city or its agent, all of the following:
   a. That the waiver does not constitute a grant of special privilege inconsistent with the limitations upon other residents and businesses;
   b. That because of special circumstances applicable to the property or its use, the strict application of this chapter would have a disproportionate impact on the property or use that exceeds the impacts to residents and businesses generally;
   c. That the authorizing of such waiver will not be of substantial detriment to adjacent properties, and will not materially affect the ability of the city to effectuate the purpose of this chapter and will not be detrimental to the public interest; and
   d. That the condition or situation of the subject property or the intended use of the property for which the waiver is sought is not common, recurrent or general in nature.
4. Approval Authority: The City Manager must act upon any completed application no later than ten (10) days after submittal and may approve, conditionally approve, or deny the waiver. The applicant requesting the waiver must be promptly notified in writing of any action taken. Unless specified otherwise at the time a waiver is approved, the waiver will apply to the subject property during the period of the mandatory water supply shortage condition. The decision of the City Manager shall be final."

Section 5. Section 13.04.390 (Enforcement) of Chapter 13.04 (Water System) of Title 13 (Public Services) is hereby amended in its entirety to read as follows:

"13.04.390 - Enforcement.

It shall be the duty of the employees of the police, fire, community development, community services, and engineering and utilities departments to give vigilant aid to the city manager in the enforcement of the provisions of this chapter, and to this end they shall report all violations thereof which shall come to their knowledge, to the office of the city manager and it shall be the duty of the chief of the fire department to report

immediately to the city manager in case of fire in premises, having metered service for fire protection purposes that fire has occurred there."

Section 6. Section 13.04.400 (Violation-Penalty) of Chapter 13.04 (Water System) of Title 13 (Public Services) is hereby amended in its entirety to read as follows:

"13.04.400 - Violation—Penalty.

A. Penalty. Any person violating or causing or permitting to be violated, any of the provisions of this chapter, is deemed guilty of a misdemeanor. Upon conviction thereof, such person shall be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for not more than 30 days. Every such person shall be deemed to be guilty of a separate offense for every day during any portion of which any violation of any provision of this chapter is committed, continued or permitted by such person, and shall be punishable therefor as provided in this section.

B. Notwithstanding any other provision of this code, whenever a violation of any section contained in this chapter is punishable as a misdemeanor, the city attorney may specify that the offense is an infraction, and proceed with prosecution as an infraction, unless the defendant objects to the offense being made an infraction, in which event the court may elect to have the complaint amended to charge as a misdemeanor, and the case shall proceed on a misdemeanor charge.

C. Violation of Section 13.04.330. In addition to all other available remedies, including penalties available pursuant to subsection A or B of this section, any person violating or causing or permitting to be violated any provision of Section 13.04.330 shall be subject to the following penalties and fines pursuant to the authorities and procedures set forth in Chapter 1.19:

1. First Violation: The City of Morgan Hill will issue a written warning and deliver a copy of the ordinance codified in this section by mail.

2. Second Violation: A second violation within any consecutive twelve-month period is punishable by a fine not to exceed one hundred dollars. The fine for a second violation shall be three hundred dollars if the violation occurred during a City Council declared Water Supply Shortage condition.

3. Third Violation: A third violation within any consecutive twelve-month period is punishable by a fine not to exceed two hundred dollars. The fine for a third violation shall be six hundred dollars if the violation occurred during a City Council declared Water Supply Shortage condition.

4. Subsequent Violations: Any subsequent violations within any consecutive twelve-month period are punishable by a fine not to exceed one thousand five hundred dollars and subject to installation of a water flow restrictor device of approximately one gallon per minute capacity for services up to one and one-half inch size and comparatively sized

restrictors for larger services after written notice of intent to install a flow restrictor for a minimum of forty-eight hours.

a. In addition to any other fines or penalties, a person who violates provisions of Section 13.04.330 is responsible for payment of the City of Morgan Hill's charges for installing and/or removing any flow restricting device and for disconnecting and/or reconnecting service per the city's schedule of charges then in effect. The charge for installing and/or removing any flow restricting device must be paid to the city before the device is removed. Nonpayment will be subject to the same remedies as nonpayment of basic water rates.

b. The first installation of a flow-restricting device shall remain in place for a minimum of three days and shall be removed by the city not more than ten days after installation. The second installation of a flow-restricting device, for continued violation of this chapter, shall remain in place for a minimum period of ten days before being removed by the city no later than thirty days thereafter. Normal water service shall not be restored until all installation and removal costs of flow-restricting devices have been paid.

5. Separate Offenses: Each day that a person violated provisions of Section 13.04.330 shall constitute a separate violation or offense.

D. All remedies provided for herein shall be cumulative and not exclusive."

Section 7. Severability

If any section, subsection, sentence, clause or phrase in this Ordinance is for any reason held invalid, the validity of the remainder of the Ordinance will not be affected. The city council hereby declares it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or is declared invalid.

Section 8. Effective Date; Posting.

Pursuant to California Water Code Section 376, this Ordinance shall constitute a water conservation program and shall be effective upon adoption. Within ten (10) days of its adoption, this ordinance shall be published in full once in a newspaper of general circulation which is printed, published, and circulated in the City of Morgan Hill.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 20TH DAY OF APRIL 2022, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 4th DAY OF MAY 2022, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

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

APPROVED: **ATTEST:**

_____ _____
RICH CONSTANTINE, Mayor **MICHELLE BIGELOW, City Clerk**

CERTIFICATE OF THE CITY CLERK

I, MICHELLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 2333, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the 4th day of May 2022.

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

DATE: _____ _____
MICHELLE BIGELOW, City Clerk

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: May 4, 2022

PREPARED BY:
Mariah Dabel, Public Services Administrative Manager
APPROVED BY: City Manager

APPROVE SECOND AMENDMENT TO THE NEW CINGULAR WIRELESS PCS PROPERTY USE AGREEMENT

RECOMMENDATION(S)
Authorize the City Manager to Execute the Second Amendment to the new Cingular Wireless PCS Property Use Agreement.

Estimated Time:

COUNCIL PRIORITIES, GOALS & STRATEGIES
2022-2023 Strategic Priorities
Fiscal Sustainability

REPORT NARRATIVE:
The City of Morgan Hill has allowed cellular installations at the City's communications facility on the western slope of El Toro since 1988. Currently, New Cingular Wireless (dba AT&T Wireless) has a cell tower on El Toro adjacent to antennae installations operated by the City. New Cingular's current agreement for the site is effective through May 21, 2029. In 2021, New Cingular approached the City to request an amendment to allow for the installation of improvements at the site. The improvements are detailed in the Second Amendment plan exhibit and include construction of a retaining wall and installation of a propane tank and generator. The proposed amended property use agreement would authorize the site improvements and increase the leased area square footage from 288 to 402. The larger leased area would increase the annual rent payment. For Fiscal Year (FY) 2022-23, the annual rent would increase from $56,275 to $67,531.

AT&T's investment in improvements will help maintain telecommunications services in the community. As the proposed amendment will increase City revenues and maintain services, staff recommends approval of the attached Second Amendment to the Agreement.

COMMUNITY ENGAGEMENT:
Inform: This report serves to inform the community of the recommended contract

amendment.

ALTERNATIVE ACTIONS:

The Council could decline to approve the Amendment and provide direction to staff on alternative negotiation terms. The City would forego $11,256 in annual revenue if the amendment is not authorized.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

New Cingular's predecessor's first installation at the facility on El Toro was approved in 1988. The City's agreement with New Cingular was approved by the City Council in 2004. On February 21, 2018, the City Council approved the First Amendment to this agreement which extended the term by 10 years to May 21, 2029 and increased rent to $50,000 with a 3% annual increase.

FISCAL AND RESOURCE IMPACT:

With execution of the Second Amendment, the City's rental income for Fiscal Year 2022/2023 would increase by $11,256, from $56,275 to $67,531. Under the agreement terms, the lease payment increases by 3% annually. This General Fund (010) revenue is used to fund park maintenance services.

The resources to negotiate cellular tower property use agreements are included in the work program of the Public Services Department.

CEQA (California Environmental Quality Act):

Categorical Exemption
The licensing and minor alterations to existing facilities falls within the CEQA categorical exemption of Class 1, Existing Facilities.

SECOND AMENDMENT TO AGREEMENT
NEW CINGULAR WIRELESS PCS, LLC (CNU3263 / CCL03263)

This SECOND AMENDMENT TO AGREEMENT ("SECOND AMENDMENT") is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, successor in interest to BAY AREA CELLULAR TELEPHONE COMPANY ("COMPANY").

RECITALS

The following recitals are a substantive part of this SECOND AMENDMENT:

1. This SECOND AMENDMENT is entered into based upon City of Morgan Hill City Council approval on _____,_____, 20___.

2. The CITY and COMPANY entered into that "Non-Exclusive Installation and Property Use Agreement" made as of May 20, 2004 ("ORIGINAL EFFECTIVE DATE"), for the granting to the COMPANY the right to use certain portions of El Toro Mountain ("AGREEMENT").

3. The CITY and COMPANY entered into a "FIRST AMENDMENT to AGREEMENT ("First Amendment")" made as of March 9, 2018, adding an option to extend the Agreement for four (4) additional five (5)-year periods, updating the Use Charge and Rate Table, and updating the notification addresses. The AGREEMENT, and the First Amendment thereto are attached as Exhibit "1" to this SECOND AMENDMENT.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the AGREEMENT, as amended, 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. The address for the Police Department referenced in Section 1, Subparagraph 2 of Paragraph B is hereby amended to read as follows:

16200 Vineyard Boulevard

B. Section 3 shall be deleted and replaced in its entirety by the following:

"A. Charge and Payment

Commencing upon May 20, 2022, the USE CHARGE shall increase to the sum of $56,275 per year which is subject to subsequent annual adjustment as provided below.

Commencing upon the full execution of this AGREEMENT, the ongoing USE CHARGE shall increase to $67,531, subject to subsequent annual adjustment as provided below. Adjustments for the current Term shall be prorated to reflect the remainder of the year of the Term ("Term Year").

The USE CHARGE shall be due and payable in full on the first day of the month on each anniversary of the ORIGINAL EFFECTIVE DATE ("Anniversary Date") without offset, prior notice or demand, in advance. COMPANY shall make all payments to CITY at the

following address:

City of Morgan Hill
Finance Department
17575 Peak Avenue
Morgan Hill, California 95037

B. Annual Increase of Use Charge

During the Term of this AGREEMENT, the USE CHARGE shall be increased annually by three percent (3%) effective each Anniversary Date during the Term. The sum shall be adjusted annually resulting in a compound rate of increase. For example, if the USE CHARGE for the annual period commencing May 20, 2022 is Forty-Eight Thousand Dollars ($48,000.00) per year, the rate on May 20, 2023 would be Forty-Nine Thousand Four Hundred Forty Dollars ($49,440.00) per year.

C. Transactional Costs.

COMPANY shall pay to CITY, as additional rent, any reasonable actually incurred transactional costs, which shall include any reasonable attorneys' fees incurred by CITY as a result of the negotiation, preparation, execution and delivery of this SECOND AMENDMENT, any subsequent amendment, or any future consent of CITY required ("Transactional Costs"). In no event shall Transactional Costs exceed One Thousand Five Hundred and No/100 Dollars ($1,500.00) in any single instance. CITY shall furnish COMPANY with an invoice reflecting the Transactional Costs due, and COMPANY shall make full payment to CITY of these costs within thirty (30) days from the date of CITY's invoice.

D. Late Charge.

COMPANY acknowledges late payment by COMPANY to CITY of USE CHARGE will cause CITY to incur costs not contemplated by the AGREEMENT, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing, accounting, and late charges that may be imposed on CITY. If any installment of USE CHARGE due from COMPANY is not received by CITY within ten (10) days after the date USE CHARGE is due, COMPANY shall pay to CITY an additional sum of ten percent (10%) of the overdue USE CHARGE as a late charge. The parties agree this late charge represents a fair and reasonable estimate of the costs CITY will incur by reason of late payment by COMPANY. Acceptance of any late charge shall not constitute a waiver of COMPANY'S default with respect to the overdue amount, nor prevent CITY from exercising any of the other rights and remedies available to CITY."

C. Section 15 is amended to include the following language:

"In the case of an emergency at the LICENSED AREA, CITY may contact COMPANY 24 hours a day, 7 days a week at 800-638-2822.

For routine nonemergency communications, CITY may contact COMPANY at the following:

Val Martello
Professional -Tech Vendor Management
AT&T Technology Operations – West Region Power and Infrastructure

vm7689@att.com
Mobile: 916-715-5834"

D. Exhibit C – shall be deleted and replaced in its entirety by the following:

"EXHIBIT C-1

DESCRIPTION OF LICENSED AREA

Telecommunications Facility

Equipment building on El Toro Water Tank site located as shown on the attached site plans, Exhibit C.1. and Exhibit D-3, measuring approximately 402 square feet.

Antennas and Associated Equipment

COMPANY is granted use of certain ground areas for installation, maintenance, and operation of antennas and related equipment as shown and described in detail in Exhibit D, D-1, D-2, and D-3. Access to the telecommunications facility, antennas, and associated equipment is governed by section 1.B. of this AGREEMENT."

E. Exhibit D – Shall be amended by adding the following:

"As of October 1, 2021, COMPANY has applied with the CITY for a building permit allowing construction of a retaining wall, generator, and installation of a propane tank on the PROPERTY as shown on the map attached as Exhibit D-3." The licensed area and telecommunications equipment are more particularly shown on plans, which have been submitted for site development and use permit approvals, as required by the CITY. A copy of the plans is attached and incorporated by this reference as Exhibit "D-3". It is understood and agreed that the final plan for the Improvements will be the plans approved by the CITY through its site development and use permit process(es)."

F. Exhibit E – RATE SCHEDULE shall be deleted and replaced in its entirety by the following:

EXHIBIT E

RATE SCHEDULE

Charges For Attachment of Telecommunication Antennas/Equipment to City of Morgan Hill-Owned Properties

The rates noted below are for the term commencing May 20, 2022. Rates increase annually by 3%. The USE CHARGE shall be further adjusted as described in Section 3.B if COMPANY exercises its options to extend the AGREEMENT, as provided for in Section 2.B.

9 - 11 antennae **and/or** foundation/surface area containing equipment or cabinet is 150 to 300 square feet	$56,275 per annum

12 to 14 antennae **and/or** foundation/surface area containing equipment or cabinet is 301 to 450 square feet	$67,531 per annum
15 antennae **and/or** foundation/surface area containing equipment or cabinet is 451 to 650 square feet	$78,786 per annum
Requests for facilities containing more than 15 antennae and/or foundation/surface area containing equipment in excess of 650 square feet shall be reviewed and priced on a case-by-case basis"	

G. Exhibit F – INSURANCE shall be deleted and replaced in its entirety by the following:

EXHIBIT F
INSURANCE

INSURANCE REQUIREMENTS. COMPANY shall procure and provide proof of the insurance coverage required by this Exhibit in the form of certificates and endorsements. The required insurance must cover the activities of COMPANY, including liability for damage or injury to the property or person (including death) of any subcontractor, employee, or agent, or invitee of COMPANY or any other person entering upon or using the Licensed Area, or any structure thereon, or any part thereof, and arising from COMPANY's use thereof, and must remain in full force and effect at all times during the period covered by the AGREEMENT. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any self-insured retentions must be declared to and approved by CITY. COMPANY further understands that CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to COMPANY, at any time as deemed necessary to protect the interests of CITY.

1. Insurance Types and Amounts.

1.1. Commercial General Liability (CGL). COMPANY shall maintain CGL against claims and liabilities for personal injury, death, and property damage in the amount of one million dollars ($1,000,000.00) combined single limit for any one accident or occurrence.

1.2. Automobile Liability. COMPANY shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if COMPANY does not own automobiles, then COMPANY shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the amount of one million dollars ($1,000,000.00) combined single limit.

1.3. Workers' Compensation Insurance and Employer's Liability. COMPANY shall maintain Workers Compensation coverage, as required by law, in the amount of one million dollars ($1,000,000.00) for any one accident or occurrence. If COMPANY is self-insured, COMPANY shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

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

2.1. General and Automobile Liability.

2.1.1. The CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;

2.1.2. the insurer waives the right of subrogation against the CITY and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,

2.1.3. insurance shall be primary non-contributing.

3. Qualification of Insurers. All insurance required pursuant to this License 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.

4. Absence of Insurance Coverage. CITY may direct COMPANY to immediately cease all activities with respect to this License if it determines that COMPANY fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this License. Any delays or expense caused due to stopping of work and change of insurance shall be considered COMPANY'S delay and expense. At the CITY's discretion, under conditions of lapse, CITY may purchase appropriate insurance and charge all costs related to such policy to COMPANY.

5. Certificates. COMPANY shall furnish City with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, COMPANY shall promptly furnish CITY with copies of all policies outlined herein. No policy subject to this Agreement shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address as follows:

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

2. **Conflicts**. In the event of a conflict between the terms and provisions of this SECOND AMENDMENT and the terms and provisions of the FIRST AMENDMENT or AGREEMENT, the terms of this SECOND AMENDMENT shall govern and control.

ATTEST:

City Clerk
Date: _____

APPROVED AS TO FORM:

City Attorney
Date: _____

CITY OF MORGAN HILL

City Manager
Date: _____

NEW CINGULAR WIRELESS PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

COURTNEY PERILLO (Apr 20, 2022 15:18 EDT)

By:
Title: Director Construction & Engineering
Print Name and Title of Signer.
Date: April 20, 2022

EXHIBIT D-3.
AT&T WIRELESS PROPOSED
RETAINING WALL, PROPANE TANK,
GENERATOR INSTALLATION

PRO1

Department Sign-Offs Required For Final Inspection:

- [ ] Planning
- [ ] Public Works - Fees
- [ ] Flood Elevation Certificate
- [ ] Public Works - Inspection
- [ ] Public Works - Backflow
- [x] Fire Prevention
- [ ] Housing
- [ ] Pretreatment
- [ ] Other _____
- [ ] School District
- [ ] Health Department
- [ ] Hazardous Material
- [ ] Landscape Certificate
- [ ] Green Building Certification
- [ ] Construction Waste Mgmt.
- [ ] Wage Theft Prevention
- [ ] Geologic

Special Inspections Required

BCOM2021-0104
BUILDING DIVISION
11/2/2021
CITY OF MORGAN HILL

MORGAN HILL
FA#: 10095723

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

GENERATOR INSTALLATION PROJECT
35KW GENERAC PROPANE GENERATOR

Gas line sizing is a deferred submittal.

1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

SITE INFORMATION:

SITE ADDRESS:	1305 WEST DUNNE AVENUE MORGAN HILL, CA 95037
COUNTY:	SANTA CLARA
COORDINATES:	37.118525° / -121.669856° (FOR NAVIGATION ONLY)
PROPERTY LANDLORD OR OWNER:	CITY OF MORGAN HILL
TAX ID #:	773-09-030
ZONING:	---
OCCUPANCY GROUP:	U - UNMANNED
CONSTRUCTION TYPE:	II-B
POWER COMPANY:	PG&E
A.D.A. COMPLIANCE:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION

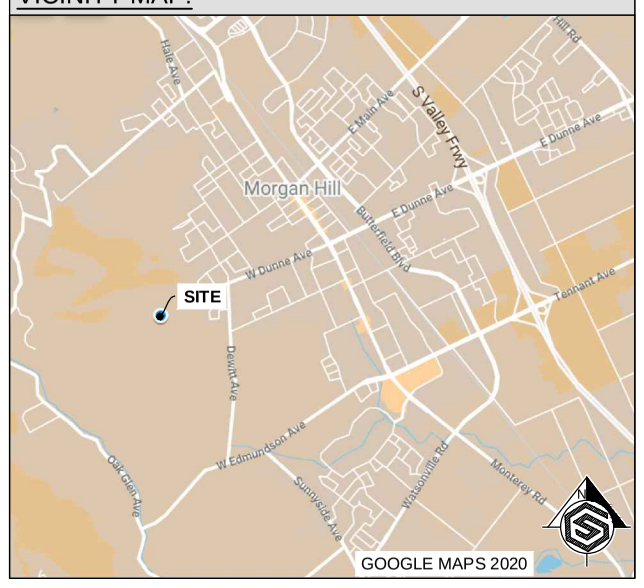
DO NOT SCALE DRAWINGS:

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR THE SAME.

CONTACT INFORMATION:

APPLICANT:	AT&T MOBILITY 1375 CAMINO REAL STE 120 SAN BERNARDINO, CA 92408 PHONE: 951.534.8967
PROJECT MANAGER:	GENERAL DYNAMICS WIRELESS SERVICES, LLC. 19240 DES MOINES DR. S. BLDG C STE 300 SEA TAC, WA 98048 PHONE: 425.606.8785 CONTACT: CHRISTOPHER HERMAN
LEASING / PERMITTING:	GENERAL DYNAMICS WIRELESS SERVICES, LLC. PHONE: 480.296.7461 CONTACT: REBECCA GRACE EMAIL: rebecca.grace@gdit.com
ARCHITECTURE & ENGINEERING:	GEOSTRUCTURAL, LLC. PO BOX 2621 BOISE, ID 83701 PHONE: 530.539.4787 CONTACT: DON GEORGE

VICINITY MAP:



AREA MAP:

APPROVALS :

AT&T MANAGER	_____	_____
CONSTRUCTION MANAGER	_____	_____
SITE ACQ. MANAGER	_____	_____
PROPERTY OWNER	_____	_____
LANDLORD	_____	_____

SCOPE OF WORK:

INSTALL (1) OPTIONAL STANDBY LP-GAS GENERATOR WITH CMU RETAINING WALL IN COMPOUND EXPANSION AND (1) PROPANE TANK ON CONCRETE PAD w/ BOLLARD PROTECTION WITH ATS / EQUIPMENT NEAR EXISTING AT&T EQUIPMENT AREA.

INTEGRATE NEW GENERATOR WITH EXISTING SERVICE.

NOTE: NO CHANGES OR ALTERATIONS TO THE TOWER, MOUNTS, ANTENNAS, FEEDLINES, ETC. IS PROPOSED AS A PART OF THIS SCOPE OF WORK.

DIG LINE:

THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE GROUND STRUCTURES, AND/OR EXISTING UTILITIES BELIEVED TO BE IN THE WORKING AREA. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL UTILITIES, PIPELINES AND OTHER STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS.

ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AND ENGINEER AT THE CONTRACTOR'S EXPENSE.

811 Know what's below. CALL before you dig.

CODE COMPLIANCE:

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF ALL GOVERNING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS ARE TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CALIFORNIA BUILDING CODE (CBC) 2019
CALIFORNIA ELECTRICAL CODE 2019
CALIFORNIA MECHANICAL CODE 2019
CALIFORNIA FIRE CODE (CFC) 2019
INTERNATIONAL BUILDING CODE (IBC) 2018
NATIONAL ELECTRICAL CODE (NEC) 2017
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 13,30,37,58,70,72,110,111
AMERICAN CONCRETE INSTITUTE (ACI) 318
AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)
TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222
TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 607

SHEET INDEX:

SHEET	DESCRIPTION
T-1	TITLE SHEET
N-1	GENERAL NOTES
A-0	PARCEL SITE PLAN
A-1	OVERALL SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	ELEVATION VIEWS
S-1	GENERATOR PAD DETAILS
S-2	GENERAL STRUCTURAL DETAILS
S-3	CMU RETAINING WALL DETAILS
S-3.1	FENCE DETAILS
S-4	COMPOUND DETAIL
E-1	ELECTRICAL DETAILS
E-2	ELECTRICAL DETAILS
E-3	ELECTRICAL DETAILS
E-4.0 <> E-4.4	GENERATOR SPECIFICATIONS
E-5.0	ATS SPECIFICATIONS
E-5.1	CAM-LOCK BOX SPECIFICATIONS

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

REGISTERED PROFESSIONAL ENGINEER
DONALD WILLIAM GEORGE
C 62222
EXP. 09/30/23
CIVIL
STATE OF CALIFORNIA

SITE INFORMATION:

MORGAN HILL

10095723

GENERATOR INSTALLATION PROJECT

1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T-1

NOTES TO SUBCONTRACTOR:

1. THE GENERAL SUBCONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE PROCEEDING WITH THE WORK. ALL DISCREPANCIES SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.

2. IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETED INSTALLATION. THE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL ORDINANCES, TO SAFELY EXECUTE ALL WORK AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.

3. THE SUBCONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORKMAN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHOD NEEDED FOR PROPER PERFORMANCE OF THE WORK.

4. SUBCONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION SUBCONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND SUBCONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.

5. SITE GROUNDING SHALL COMPLY WITH AT&T WIRELESS SERVICES TECHNICAL SPECIFICATIONS FOR FACILITY GROUNDING FOR CELL SITE STANDARDS, LATEST EDITION, AND COMPLY WITH AT&T TOWERS GROUNDING CHECKLIST, LATEST VERSION. WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT THEY SHALL GOVERN.

6. ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION.

7. ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES OR ORDINANCES. THE MOST STRINGENT CODE WILL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS.

8. ANY DAMAGE TO THE ADJACENT PROPERTIES WILL BE CORRECTED AT THE SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE LANDOWNER AND THE CONSTRUCTION MANAGER.

9. THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE SPECIFICATIONS. SUBCONTRACTOR IS RESPONSIBLE FOR REVIEW OF TOTAL BID PACKAGE PRIOR TO BID SUBMITTAL.

10. SUBCONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.

11. THE SUBCONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES WILL BE CORRECTED AT THE SUBCONTRACTOR'S EXPENSE.

12. CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO THE PROPERTY OUTSIDE THE LEASED PROPERTY SHALL BE REPAIRED BY THE SUBCONTRACTOR.

13. ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.

14. PERMITS: THE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND INCURRING THE COST OF ALL REQUIRED PERMITS, INSPECTIONS, CERTIFICATES, ETC.

15. RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED. RECORD CHANGES ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.

16. THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE GROUND STRUCTURES AND/OR EXISTING UTILITIES BELIEVED TO BE IN THE WORKING AREA. IT IS THE RESPONSIBILITY OF THE SUBCONTRACTOR TO VERIFY ALL UTILITIES, PIPELINES AND OTHER STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS. THE SUBCONTRACTOR SHALL CONTACT THE LOCAL LOCATE SERVICE BEFORE DIGGING OR DRILLING. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AND ENGINEER AT THE SUBCONTRACTOR'S EXPENSE.

REQUIRED SPECIAL INSPECTIONS:

1. PER CBC 1705.1.1 PERIODIC SPECIAL INSPECTION OF POST-INSTALLED ANCHORS.
2. PER CBC 1705.12.6 PERIODIC SPECIAL INSPECTION OF ANCHORAGE FOR STANDBY POWER SYSTEMS.
3. PER CBC 1705.4 SPECIAL INSPECTION OF MASONRY. (IF REQUIRED)

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

GENERAL PROJECT NOTES:

1. THIS PROPOSAL IS FOR THE ADDITION OF A NEW GENERATOR ON A NEW CONCRETE PAD TO AN EXISTING UNMANNED TELECOMMUNICATIONS FACILITY CONSISTING OF AN EQUIPMENT SHELTER/PLATFORM AND TOWER.

2. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE.

3. THE PROPOSED FACILITY IS UNMANNED AND IS NOT FOR HUMAN HABITAT. (NO HANDICAP ACCESS IS REQUIRED)

4. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH BY AT&T TECHNICIANS.

5. OUTDOOR STORAGE AND SOLID WASTE CONTAINERS ARE NOT PROPOSED.

6. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

7. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY THE CONSTRUCTION OPERATION.

8. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTION REQUIRED FOR CONSTRUCTION.

9. SUBCONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.

ELECTRICAL NOTES:

A. GENERAL

1. COORDINATE LOCATION AND POWER REQUIREMENTS OF ALL EQUIPMENT WITH AT&T AND EQUIPMENT SUPPLIER PRIOR TO INSTALLATION.

2. COORDINATE LOCATION AND REQUIREMENTS FOR ELECTRICAL AND TELEPHONE SERVICES WITH THE PROPERTY REPRESENTATIVE, AT&T AND UTILITY COMPANIES. ROUTING OF CONDUITS MAY BE MODIFIED TO MEET SITE REQUIREMENTS. EXACT CONDUIT ROUTING TO BE DETERMINED IN THE FIELD.

3. ALL WIRING AND EQUIPMENT SHOWN ON ELECTRICAL SHEETS SHALL BE FURNISHED AND INSTALLED UNDER ELECTRICAL PORTION OF CONTRACT UNLESS OTHERWISE NOTED

4. UNINTERRUPTED ELECTRICAL SERVICE FOR EXISTING EQUIPMENT SHALL BE MAINTAINED DURING THE INSTALLATION OF THE WORK DESCRIBED UNDER THESE DOCUMENTS. TEMPORARY EQUIPMENT, CABLES AND WHATEVER ELSE IS NECESSARY SHALL BE PROVIDED AS REQUIRED TO MAINTAIN ELECTRICAL SERVICE. TEMPORARY SERVICE FACILITIES, IF REQUIRED AT ANY TIME, SHALL NOT BE DISCONNECTED OR REMOVED UNTIL NEW SERVICE EQUIPMENT IS IN PROPER OPERATION. IF ANY SERVICE OR SYSTEM MUST BE INTERRUPTED, THE CONTRACTOR SHALL REQUEST PERMISSION IN WRITING STATING THE DATE, TIME, ETC. THE SERVICE WILL BE INTERRUPTED AND THE AREAS AFFECTED. THIS REQUEST SHALL BE MADE IN SUFFICIENT TIME FOR PROPER ARRANGEMENTS TO BE MADE. WRITTEN PERMISSION SHALL BE OBTAINED FROM THE OWNER BEFORE INTERRUPTING ELECTRICAL SERVICE.

5. COORDINATE NEW WORK WITH OTHER TRADES AND VERIFY EXISTING CONDITIONS TO AVOID INTERFERENCE. IN CASE OF INTERFERENCE, AT&T'S REPRESENTATIVE WILL DECIDE WHICH WORK IS TO BE RELOCATED, REGARDLESS OF WHICH WAS FIRST INSTALLED.

6. THE INSTALLATION MUST COMPLY WITH CEC AND ALL FEDERAL, STATE AND LOCAL RULES AND REGULATIONS.

7. THE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS AND EQUIPMENT UNLESS OTHERWISE DEFINED BY DIMENSIONS OR DETAILS. EXACT EQUIPMENT LOCATIONS AND RACEWAY ROUTING SHALL BE GOVERNED BY ACTUAL FIELD CONDITIONS AND/OR DIRECTIONS FROM AT&T'S REPRESENTATIVE.

8. CONTRACTOR SHALL PAY ALL PERMITS AND FEES REQUIRED.

9. ALL MATERIALS SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE STANDARDS REFERENCED BELOW:
   a. ANSI (AMERICAN NATIONAL STANDARDS INSTITUTE)
   b. ASTIM (AMERICAN SOCIETY FOR TESTING MATERIALS)
   c. ETL (ELECTRICAL TESTING LABORATORY)
   d. ICEA (INSULATED CABLE ENGINEERS ASSOCIATION)
   e. IEEE (INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS)
   f. MBFU (NATIONAL BOARD OF FIRE UNDERWRITERS)
   g. NESC (NATIONAL ELECTRICAL SAFETY CODE)
   h. NEMA (NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION)
   i. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
   j. UL (UNDERWRITER'S LABORATORY)
   k. NEC (NATIONAL ELECTRICAL CODE)
   l. CEC (CALIFORNIA ELECTRICAL CODE)

10. CONTRACTOR SHALL REVIEW PLANS, DETAILS AND SPECIFICATIONS IN DETAIL AND ADJUST WORK TO CONFORM WITH ACTUAL SITE CONDITIONS SO THAT ELECTRICAL DEVICES AND EQUIPMENT WILL BE LOCATED AND READILY ACCESSIBLE. QUANTITIES LISTED IN MATERIAL LISTS ON THE DRAWINGS ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL PROVIDE HIS OWN TAKEOFF FOR MATERIAL QUANTITY AND TYPES BASED ON ACTUAL SITE CONDITIONS, IN ADDITION, CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS TO INSTALL EQUIPMENT FURNISHED BY AT&T OR ITS SUPPLIERS. ALL ITEMS NOT SPECIFICALLY MENTIONED HEREIN OR SHOWN ON THE DRAWINGS, BUT WHICH ARE OBVIOUSLY NECESSARY TO MAKE A COMPLETE WORKING INSTALLATION, SHALL BE INCLUDED.

11. THE CONTRACTOR OR BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) AT&T'S REPRESENTATIVE OF ANY CONFLICTS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL OR PERFORMANCE OF WORK, IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED IN WRITING OTHERWISE.

ELECTRICAL NOTES:

12. ALL FLOORS WHERE PENETRATIONS ARE REQUIRED IN BUILDING ARE TO BE CORE DRILLED AND THEN FIREPROOFED.

B. WIRING/CONDUIT

1. PROVIDE PULL BOXES AND JUNCTION BOXES WHERE SHOWN OR AS REQUIRED BY CODE SUCH THAT NO MORE THAN THE EQUIVALENT OF FOUR QUARTER BENDS (360 DEGREES TOTAL) EXIST IN A CONDUIT RUN.

2. ALL POWER AND CONTROL/INDICATION WIRING SHALL BE TYPE THHN/THWN 600V RATED 75 DEGREES CELSIUS, UNLESS NOTED OTHERWISE.

3. CONDUIT BENDS SHALL BE MADE IN ACCORDANCE WITH NEC TABLE 346-10. NO RIGHT ANGLE DEVICE OTHER THAN STANDARD CONDUIT ELBOWS WITH 12" MINIMUM INSIDE SWEEPS FOR ALL CONDUITS 2" OR LARGER.

4. POWER WIRING SIZE SHALL NOT BE SMALLER THAN #12 AWG.

5. ALL WIRING SHALL BE COPPER. ALUMINUM WILL NOT BE ACCEPTABLE ALL POWER CIRCUITS SHALL CONTAIN A GROUND WIRE.

6. PHASE MARKINGS TO BE USED AT POWER CONDUCTOR TERMINATIONS.

7. CONTRACTOR SHALL ENSURE INTEGRITY IS MAINTAINED WHEN INSTALLING CONDUIT AND WIRING.

8. INSTALL PULL STRING IN ALL CONDUIT.

9. FOR ROOFTOP INSTALLS AND BUILD-OUTS, CONDUITS INSIDE BUILDING AND ON ROOF SHALL BE RGS, UNLESS OTHERWISE NOTED. FOR RAW LAND SITES AND CO-LOCATES, PVC SCHEDULE 80 SHALL BE UTILIZED UNLESS NOTED OTHERWISE.

10. MAINTAIN MINIMUM 1'-0" VERTICAL AND 1'-0" HORIZONTAL SEPARATIONS FROM ANY MECHANICAL GAS PIPING.

11. ALL WIRING ROUTED IN PLENUM TO BE RATED OR IN METALLIC FLEX (LIQUIDTITE) CONDUIT.

C. EQUIPMENT

1. EQUIPMENT/PARTS CONNECTED TO EXISTING PANELS, DUCTS, ETC. SHALL MATCH THE CHARACTERISTICS (A/C, V, A) OF THAT EQUIPMENT.

2. ALL ELECTRICAL EQUIPMENT OUTSIDE SHALL BE NEMA 3R RATED.

D. GROUNDING

1. ALL GROUND CONNECTIONS TO BUILDING SHALL BE MADE USING TWO-HOLE CONNECTORS. PROVIDE STAINLESS STEEL BOLTS AND LOCK WASHERS ON ALL MECHANICAL GROUND CONNECTIONS.

2. ALL EQUIPMENT SURFACES TO BE BONDED TO GROUNDING SYSTEM SHALL BE STRIPPED OF ALL PAINT AND DIRT AT ANY POINT OF CONNECTION. CONNECTIONS TO VARIOUS METALS SHALL BE OF A TYPE AS TO PREVENT A GALVANIC OR CORROSIVE REACTION. AREA SHALL BE REPAINTED FOLLOWING BONDING.

3. ANY METALLIC ITEM WITHIN 6' OF ANY EQUIPMENT OR METALLIC INFRASTRUCTURE (RACKS, CABLE TRAY.. ETC.) OR GROUND CONDUCTORS MUST BE CONNECTED TO THE GROUNDING SYSTEM PER AT&T STANDARDS.

4. EXTERIOR, ABOVE GRADE GROUND CONNECTIONS SHALL BE FURNISHED WITH A LIBERAL PROTECTIVE COATING OF ANTI-OXIDATION COMPOUND.

5. ALL MATERIALS AND LABOR REQUIRED FOR THE GROUNDING SYSTEM AS INDICATED ON THE PLANS AND DETAILS, AND AS DESCRIBED HEREIN SHALL BE FURNISHED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.

6. EXACT LOCATION OF GROUND CONNECTION POINTS SHALL BE DETERMINED IN FIELD. ADJUST LOCATIONS INDICATED ON PLANS ACCORDING TO ACTUAL EQUIPMENT LOCATIONS TO KEEP THE GROUND CONNECTION CABLES AS SHORT AND STRAIGHT AS PRACTICAL.

7. PROVIDE ALL ELECTRICAL SYSTEM AND EQUIPMENT GROUNDS AS REQUIRED BY THE CURRENT EDITION OF THE NATIONAL ELECTRIC CODE, THE CURRENT EDITION OF THE NATIONAL ELECTRICAL SAFETY CODE AND AT&T STANDARDS. BONDING JUMPERS WITH APPROVED GROUND FITTINGS SHALL BE INSTALLED AT ALL RACEWAYS, EQUIPMENT ENCLOSURES, PULL BOXES, ETC. TO MAINTAIN GROUND CONTINUITY WHERE REQUIRED BY CODE.

8. ALL BURIED EQUIPMENT GROUND CONDUCTORS SHALL BE #2 AWG BARE, TINNED, SOLID COPPER UNLESS NOTED OTHERWISE ON THE DRAWINGS.

E. INSPECTION/DOCUMENTATION

1. THE CONTRACTOR, UPON COMPLETION OF HIS WORK, SHALL PROVIDE AS-BUILT DRAWINGS. INFORMATION SHOULD BE GIVEN TO THE GENERAL CONTRACTOR FOR INCLUSION IN FINAL AS-BUILT SURVEY DOCUMENTS TO BE GIVEN TO THE OWNER.

2. CONTRACTOR SHALL SUPPLY DOCUMENTATION ATTESTING TO THE COMPLETE GROUND SYSTEM'S RESISTANCE TO GROUND (MAX. 5 OHMS).

3. AN ELECTRICAL INSPECTION SHALL BE MADE BY AN INSPECTING AGENCY APPROVED BY AT&T'S REPRESENTATIVE. CONTRACTOR SHALL COORDINATE ALL INSPECTIONS AND OBTAIN POWER COMPANY APPROVAL.

4. CONTRACTOR SHALL HAVE ATS AND GENERATOR RELAY INSTALLATION AND CONNECTIONS INSPECTED BY OTHERS TO ENSURE THAT UL LISTING FOR THAT EQUIPMENT IS NOT VOIDED.

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV.	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

REGISTERED PROFESSIONAL ENGINEER
DONALD WILLIAM GEORGE
C 62222
EXP. 09/30/23
CIVIL
STATE OF CALIFORNIA

SITE INFORMATION:

MORGAN HILL

10095723

GENERATOR INSTALLATION PROJECT

1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

N-1

LP-GAS REQUIREMENTS (NFPA 58)

ALL INSTALLATION ELEMENTS PERTAINING TO LP-GAS CONTAINER AND PIPING SHALL BE CONDUCTED IN ACCORDANCE WITH NFPA 58, OSHA 1926, INTERNATIONAL FIRE CODE AND ALL OTHER CODES & STANDARDS.

· LP-GAS CONTAINER SHALL BE DESIGNED, FABRICATED, TESTED AND MARKED IN ACCORDANCE WITH ASME "BOILER AND PRESSURE VESSEL CODE, SECTION VIII" PER NFPA 58 5.2.1.

· LP-GAS CONTAINER SHALL BE MARKED "FLAMMABLE" AND "LP-GAS" PER NFPA 58 5.2.8.1. CONTAINER SHALL ALSO BE MARKED BY MANUFACTURER WITH THE INFORMATION REQUIRED IN NFPA 58 5.2.8.3 (C).

· LP-GAS CONTAINER SHALL BE FITTED WITH ONE OR MORE PRESSURE RELIEF VALES IN ACCORDANCE WITH NFPA 58 5.9.2.

· REGULATORS AND REGULATOR VENTS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 58 5.10. PRIMARY AND SECONDARY REGULATOR VALVES WILL BE REQUIRED (OR AN INTEGRAL TWO-STAGE REGULATOR) - REFER TO CONTAINER AND GENERATOR MANUFACTURER.

· AT A MINIMUM, LP-GAS CONTAINER SHALL BE FITTED WITH: VAPOR SHUTOFF VALVE, LIQUID SHUTOFF VALVE, PRESSURE RELIEF VALVE, FIXED MAX LIQUID LEVEL GAUGE, ACTUATED LIQUID WITHDRAWAL EXCESS-FLOW VALVE, FLOAT GAUGE AND FILLER VALVE PER NFPA 58 TABLE 5.9.4.1 (B). CONTAINERS MAY ALSO BE FITTED WITH OTHER CONNECTIONS AS PER NFPA 58 5.9.7.

· SHUTOFF VALVES SHALL BE LOCATED AS CLOSE TO CONTAINER AS PRACTICAL, BE READILY ACCESSIBLE FOR OPERATION AND MAINTENANCE UNDER NORMAL AND EMERGENCY CONDITIONS, AND BE INSTALLED NO MORE THAN 6 FEET ABOVE GROUND SURFACE PER NFPA 58 5.9.8.

· PIPING AND TUBING OF THE SYSTEM SHALL COMPLY WITH NFPA 58 5.11.3 OR SHALL BE RECOMMENDED FOR SERVICE BY THE MANUFACTURER AND SHALL BE APPROVED. LP-GAS HOSE/CONNECTORS SHALL BE RESISTANT TO LP-GAS AS BOTH A LIQUID AND VAPOR, AND SHALL BE RATED FOR PRESSURES IN ACCORANCE WITH NFPA 58 5.11.6. ALL PIPING SHALL BE PURGED AND LEAK-TESTED TO NOT LESS THAN NORMAL OPERATING PRESSURE PRIOR TO INITIAL STARTUP PER NFPA 6.16.1.1.

· 500 GALLON LP-GAS CONTAINERS SHALL BE INSTALLED ABOVE-GROUND AND OUTSIDE OF BUILDINGS WITH 10 FEET MINIMUM FROM BUILDINGS AND ADJACENT LOT LINES THAT CAN BE BUILT UPON. A MINIMUM SEPARATION OF 3 FEET BETWEEN CONTAINERS IS ALSO REQUIRED. PER NFPA 58 6.4.1.

· MINIMUM SEPARATION FOR THE PRESSURE RELIEF VALVE OF AN ASME CONTAINER SHALL BE 5 FEET FROM VALVE TO ANY BUILDING OPENING BELOW DISCHARGE. A MINIMUM SEPARATION OF 10 FEET IS REQUIRED FROM RELIEF VALVE DISCHARGE, VENT DISCHARGE AND FILLING CONNECTION TO: EXTERIOR SOURCE OF IGNITION, OPENINGS INTO DIRECT-VENT APPLIANCES AND MECHANICAL VENTILATION AIR INTAKES. PER NFPA 58 6.4.4.

· THE ABOVE SEPARATION VALUES MAY BE REDUCED BY ONE-HALF PER NFPA 58 6.28.4 IF THE FOLLOWING CONDITIONS ARE MET: BUILDING AREA IS LESS THAN 1500 SQ. FT., CONTAINER HAS A FILL VALVE WITH AN INTEGRAL MANUAL SHUTOFF VALVE, FACILITY IS LOCATED MORE THAN 50 FEET FROM OTHER NON-TELECOM BUILDINGS.

· LP-GAS CONTAINER AND SYSTEM COMPONENTS SHALL NOT BE INSTALLED WITHIN 6 FEET OF OVERHEAD POWER DRIP LINES PER NFPA 58 6.5.3.13.

· ALL CONNECTING PIPE SHALL INCLUDE FLEXIBILITY PER NFPA 58 6.8.2.3. FLEXIBLE METALLIC CONNECTORS SHALL NOT EXCEED 5 FEET IN LENGTH PER NFPA 58 6.11.6.3. FLEXIBLE PIPE SHALL BE INSTALLED HORIZONTAL AND WITHOUT BENDS, AND IS NOT TO CONNECT DIRECTLY TO GENERATOR.

· A REMOTE SHUTDOWN STATION FOR INTERNAL VALVE IN LIQUID SERVICE WITH AN EMERGENCY REMOTE SHUTDOWN MAY NEED TO BE INSTALLED - COORDINATE WITH AUTHORITY HAVING JURISDICTION. SHUTDOWN DEVICE SHALL BE: NOT LESS THAN 25 FEET (OR MORE THAN 100 FEET) FROM THE LIQUID TRANSFER POINT, NOT LESS THAN 25 FEET FROM THE INTERNAL VALVES, AND ALONG THE PATH OF EGRESS. PER NFPA 58 6.13.4. A PLACARD SHALL BE INSTALLED READING "PROPANE - CONTAINER LIQUID VALVE EMERGENCY SHUTOFF" IN 2" TALL (MIN.) BLOCK LETTERS ENGRAVED ON A PERMANENT REFLECTIVE UV-RESISTANT PLASTIC OR METAL PLACARD WITH BLACK OR RED BACKGROUND.

· IN LOCATIONS WHERE GROUND SNOW LOAD IS ANTICIPATED TO ACCUMULATE BEYOND THE HEIGHT OF THE TANK (EXCLUDING DOME COVER), A STAKE OR OTHER DURABLE MARKER SHALL BE INSTALLED HIGHER THAN THE GROUND SNOW LOAD (NFPA 58 6.8.3.5). IN AREAS WHERE GROUND SNOW LOAD EXCEEDS 100 PSF, ALL ELEMENTS (PIPING, REGULATORS, METERS, ETC.) SHALL BE PROTECTED AGAINST THE FORCES OF ACCUMULATED SNOW (NFPA 58 6.18).

· THE AREA WITHIN 10 FEET OF THE LP-GAS TANK SHALL BE FREE AND CLEAR OF DRY GRASS, WEEDS, AND OTHER COMBUSTIBLE MATERIALS (NFPA 58 6.18) AND SHALL BE GRADED TO AVOID PONDING (NFPA 58 6.5.3.4).

LP-GAS REQUIREMENTS (OSHA 1926)

ALL INSTALLATION ELEMENTS PERTAINING TO LP-GAS CONTAINER AND PIPING SHALL BE CONDUCTED IN ACCORDANCE WITH NFPA 58, OSHA 1926, INTERNATIONAL FIRE CODE AND ALL OTHER CODES & STANDARDS.

· LP-GAS SYSTEM SHALL HAVE CONTAINER, VALVES, CONNECTORS, MANIFOLD VALVE ASSEMBLIES, AND REGULATORS OF AN APPROVED TYPE PER OSHA 1926.153(A)(1).

· VALVES, FITTINGS, AND ACCESSORIES CONNECTED DIRECTLY TO THE CONTAINER, INCLUDING PRIMARY SHUT OFF VALVES, SHALL HAVE A RATED WORKING PRESSURE OF AT LEAST 250 P.S.I.G. AND SHALL BE OF MATERIAL AND DESIGN SUITABLE FOR LP-GAS SERVICE PER OSHA 1926.153(C)(1).

· CONTAINER AND VAPORIZER SHALL BE PROVIDED WITH ONE OR MORE APPROVED SAFETY RELIEF VALVES. THESE VALVES SHALL BE ARRANGED TO AFFORD VENTILATION AND DISCHARGE NOT LESS THAN 5 FEET HORIZONTALLY AWAY FROM ANY OPENING INTO A BUILDING PER OSHA 1926.153(D)(1). CONTAINER SAFETY RELIEF DEVICES AND REGULATOR RELIEF VENTS SHALL BE LOCATED NOT LESS THAN 5 FEET IN ANY DIRECTION FROM AIR OPENINGS INTO SEALED COMBUSTION SYSTEM APPLIANCES OR MECHANICAL VENTILATION AIR INTAKES PER OSHA 1926.153(D)(3).

· WHEN OTHER GAS TYPES ARE STORED IN THE SAME AREA, THE CONTAINERS SHALL BE MARKED TO IDENTIFY THEIR CONTENT. MARKING SHALL BE IN COMPLIANCE WITH ANSI Z48.1-1954 PER OSHA 1926.153(N).

· REGULATORS AND LOW-PRESSURE RELIEF DEVICES SHALL BE RIGIDLY SECURED, AND SHALL BE PROTECTED FROM THE ELEMENTS PER OSHA 1926.153(I)(3).

· ALUMINUM PIPING OR TUBING SHALL NOT BE USED PER OSHA 1926.153(H)(6).

· WELDING IS PROHIBITED ON LP-GAS CONTAINERS PER OSHA 1926.153(B).

· WHEN DAMAGE TO LP-GAS SYSTEMS FROM VEHICULAR TRAFFIC IS A POSSIBILITY, PRECAUTIONS AGAINST SUCH DAMAGE SHALL BE TAKEN PER OSHA 1926.153(O).

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

REGISTERED PROFESSIONAL ENGINEER
DONALD WILLIAM GEORGE
C 62222
EXP. 09/30/23
CIVIL
STATE OF CALIFORNIA

SITE INFORMATION:

MORGAN HILL

10095723

GENERATOR INSTALLATION PROJECT

1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:

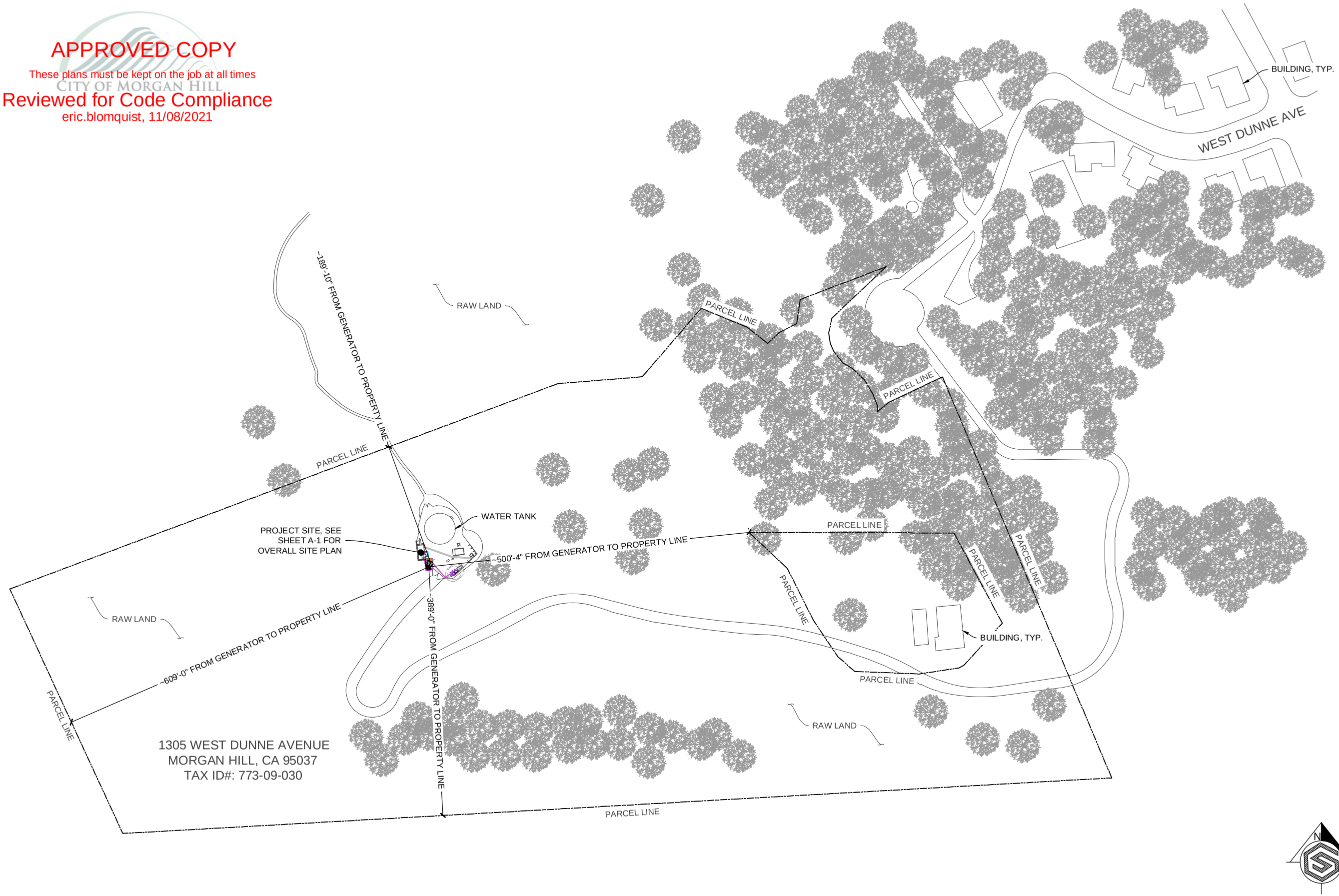
LP-GAS NOTES

SHEET NUMBER:

N-2

EXISTING CONDITIONS:	NOTE:
THESE DRAWINGS WERE PRODUCED WITH INFORMATION PROVIDED BY THE CLIENT. LINES, EASEMENTS, AND SETBACKS SHALL BE VERIFIED PRIOR TO START OF CONSTRUCTION, GEOSTRUCTURAL DOES NOT GUARANTEE THE ACCURACY OF SAID PROPERTY LINE, EASEMENTS AND SETBACKS.	EVERYTHING SHOWN IS EXISTING UNLESS MARKED PROPOSED

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021



PARCEL SITE PLAN

SCALE: 1" = 150'-0" (11x17)

1

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

REGISTERED PROFESSIONAL ENGINEER
DONALD WILLIAM GEORGE
C 62222
EXP. 09/30/23
CIVIL
STATE OF CALIFORNIA

SITE INFORMATION:

MORGAN HILL

10095723

GENERATOR INSTALLATION PROJECT

1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

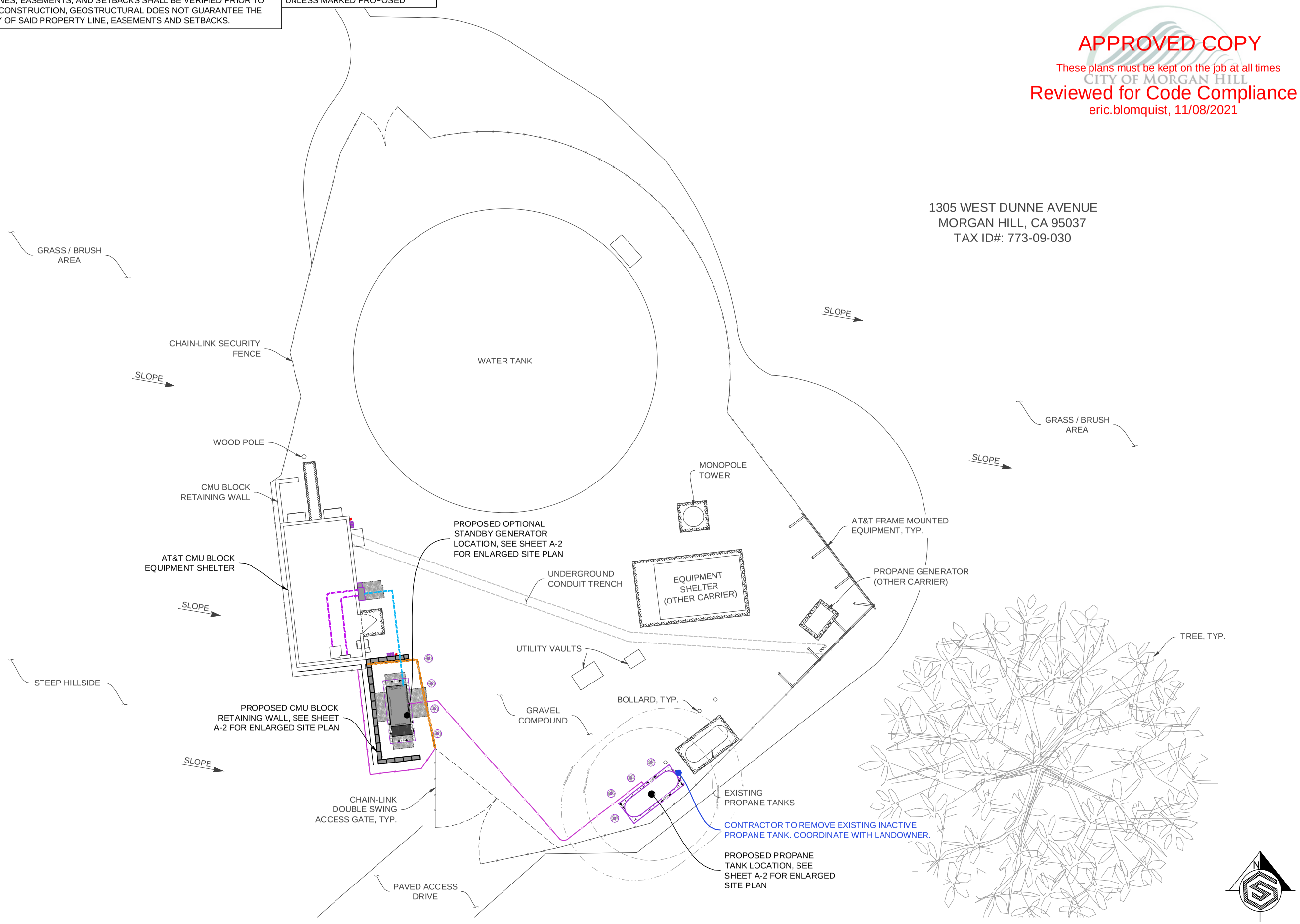
SHEET TITLE:
PARCEL SITE PLAN

SHEET NUMBER:
A-0

EXISTING CONDITIONS:	NOTE:
THESE DRAWINGS WERE PRODUCED WITH INFORMATION PROVIDED BY THE CLIENT. LINES, EASEMENTS, AND SETBACKS SHALL BE VERIFIED PRIOR TO START OF CONSTRUCTION, GEOSTRUCTURAL DOES NOT GUARANTEE THE ACCURACY OF SAID PROPERTY LINE, EASEMENTS AND SETBACKS.	EVERYTHING SHOWN IS EXISTING UNLESS MARKED PROPOSED

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037
TAX ID#: 773-09-030



OVERALL SITE PLAN

SCALE: 1" = 15'-0" (11x17)

1

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

REGISTERED PROFESSIONAL ENGINEER
DONALD WILLIAM GEORGE
C 62222
EXP. 09/30/23
CIVIL
STATE OF CALIFORNIA

SITE INFORMATION:

MORGAN HILL

10095723

GENERATOR INSTALLATION PROJECT

1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
A-1

SCOPE OF WORK DETAILS:

GENERAL:

· NEW GENERAC PROPANE GENERATOR PROVIDED BY GENERAL DYNAMICS & INSTALLED BY GENERAL CONTRACTOR. SEE SHEETS E-4.0, E-4.1, E-4.2.

· (2) NEW 4'-0" X 10'-0" CONCRETE PADS PROVIDED & INSTALLED BY GENERAL CONTRACTOR. SEE SHEET S-1.

· NEW GENERAC AUTOMATIC TRANSFER SWITCH PROVIDED BY GENERAL DYNAMICS & INSTALLED BY CONTRACTOR. SEE SHEETS S-2, E-5.0, E-5.1.

· NEW 500 GALLON ASME APPROVED PROPANE TANK PROVIDED & INSTALLED BY GENERAL CONTRACTOR.

· NEW COMPOUND CMU RETAINING WALL & COMPOUND EXPANSION PROVIDED & INSTALLED BY GENERAL CONTRACTOR. SEE SHEETS S-3, S-4.

· NEW FENCE PROVIDED & INSTALLED BY GENERAL CONTRACTOR. SEE SHEETS S-3.1.

· CONTRACTOR TO VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

· CONTRACTOR SHALL RESTORE & REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

· A CALIBRATION CHART OF PERMANENT AND DURABLE CONSTRUCTION SHALL BE LOCATED AT THE FILL BOX.

CONDUITS / PIPING:

· INSTALL PULL STRING IN EACH CONDUIT.

· (1) NEW PROPANE PIPING ROUTE FROM GENERATOR TO PROPANE SOURCE PROVIDED BY GENERAL CONTRACTOR AND INSTALLED BY LICENSED PLUMBER OR CERTIFIED GAS-FITTER FAMILIAR WITH LP-GAS. PLUMBER/GAS-FITTER TO DETERMINE PIPE SIZE, MATERIAL AND MEANS/ METHOD OF CONSTRUCTION REQUIRED TO MEET GENERATOR DEMANDS. SEE LP-GAS NOTES AND SHEET E-2.

· (1) NEW 2" AND (1) NEW 1" ELECTRICAL CONDUIT WITH CONDUCTORS TO BE INSTALLED FROM NEW GENERATOR TO NEW ATS. CONDUIT PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. SEE SHEETS E-1, E-2.

· (2) NEW 1" ELECTRICAL CONDUITS WITH CONDUCTORS TO BE INSTALLED FROM NEW GENERATOR TO AC PANEL. CONDUIT PROVIDED & INSTALLED BY GENERAL CONTRACTOR. SEE SHEETS E-1, E-2.

· (1) NEW 1" ALARM CONDUIT & CABLING PROVIDED & INSTALLED BY GENERAL CONTRACTOR. SEE SHEETS E-1, E-2.

GROUNDING:

· NEW EXOTHERMIC CONNECTION FROM EXISTING GROUND RING TO NEW MECHANICAL CONNECTION AT GENERATOR CHASSIS. GENERAL CONTRACTOR TO VERIFY LOCATION IN FIELD. LOCATE GROUND RODS NO MORE THAN 8'-0" APART. SEE SHEET E-3.

H-FRAME:

· CONTRACTOR TO PROVIDE NEW H-FRAME FOR ATS INSTALLATION (IF REQUIRED). MATCH EXISTING H-FRAME MATERIAL FOR CONSTRUCTION OF NEW H-FRAME. SEE SHEET S-2.

GENERATOR KEYED NOTES:

GEN	PROPOSED AT&T 35KW PROPANE LP-GAS GENERATOR W/ LEVEL-2 STEEL SOUND ATTENUATED ENCLOSURE ON CONCRETE PAD. ORDER GENSET WITH THE FOLLOWING COMPONENTS: · BLOCK HEATER, · BATTERY HEATER, BATTERY CHARGER, SEE SHEETS S-1, S-2, E-3, E-4.0, E-4.1.

ATS / EQUIPMENT KEYED NOTES:

FIRE	-FIRE EXTINGUISHER, (2A-20BC OR APPROVED EQUAL) PER CFC 906.3 -FIRE EXTINGUISHER CABINET (BFC-7009 OR APPROVED EQUAL), MOUNT TO CMU WALL OR H-FRAME PER CFC 906.9 (5'-0" MAX. ABOVE GRADE)
OFF	LOCKABLE EMERGENCY SHUTOFF SWITCH, MOUNT TO CMU WALL OR H-FRAME PER CFC 906.9 (5'-0" MAX. ABOVE GRADE)
ATS	PROPOSED ATS w/ CAMLOCK MOUNTED ON EXTERIOR SHELTER WALL WITH 36" FRONT CLEARANCE. SEE SHEET S-2.

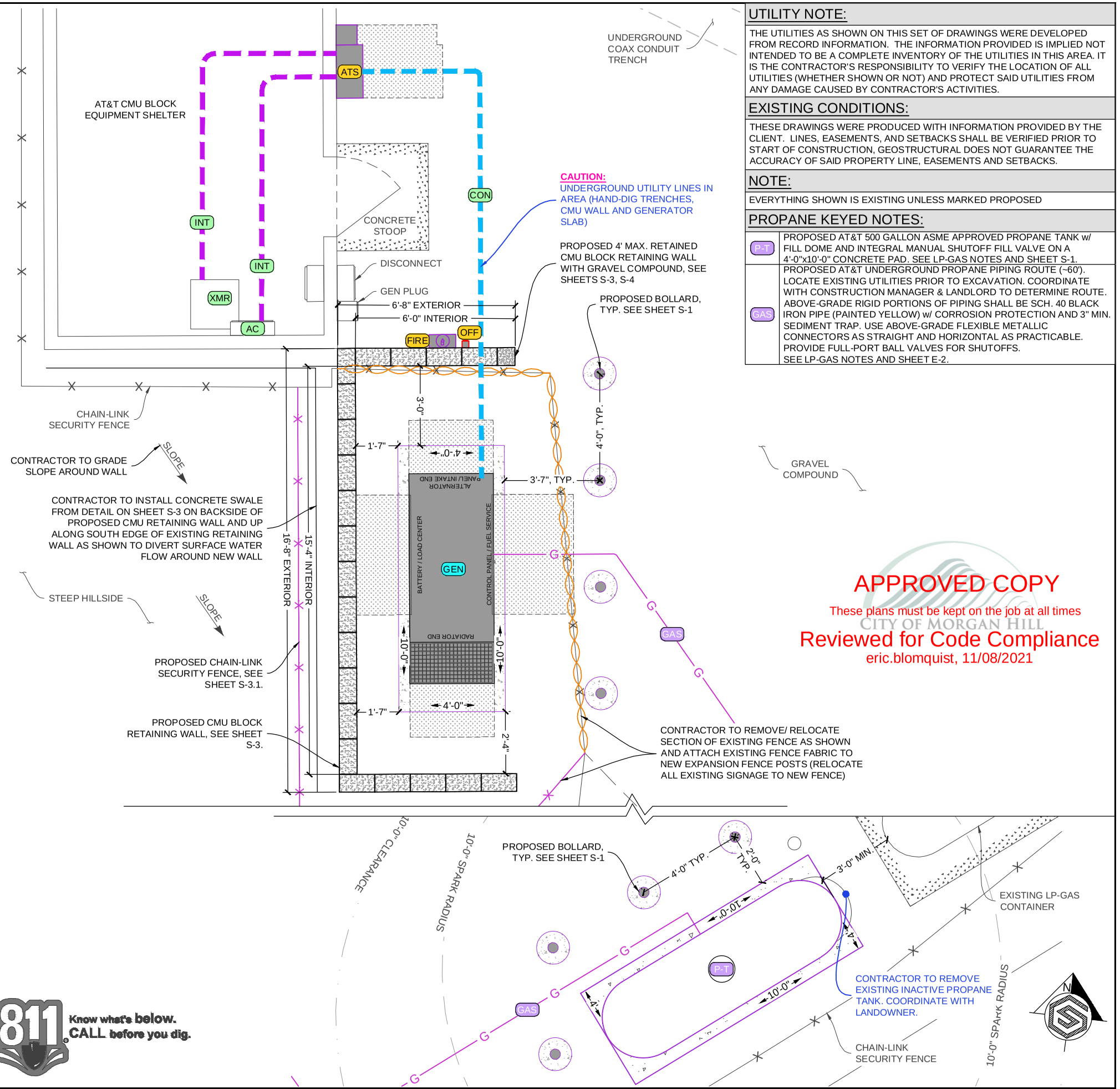
POWER ROUTING KEYED NOTES:

XMR	EXISTING AT&T TRANSFORMER
INT	INTERCEPT EXISTING CONDUIT AND CONDUCTORS AT TRANSFORMER AND RE-ROUTE THROUGH PROPOSED ATS (~50'). COORDINATE PATH WITH CONSTRUCTION MANAGER
AC	EXISTING AC LOAD CENTER
CON	PROPOSED AT&T UNDERGROUND GENERATOR CONDUIT ROUTE (~30'). CONTRACTOR TO LOCATE EXISTING UTILITIES PRIOR TO EXCAVATION. SEE SHEETS E-1, E-2.

SEE SHEET E-1 FOR SINGLE LINE DIAGRAM.

NOTE:

EVERYTHING SHOWN IS EXISTING UNLESS MARKED PROPOSED



APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

811 Know what's below. CALL before you dig.

UTILITY NOTE:

THE UTILITIES AS SHOWN ON THIS SET OF DRAWINGS WERE DEVELOPED FROM RECORD INFORMATION. THE INFORMATION PROVIDED IS IMPLIED NOT INTENDED TO BE A COMPLETE INVENTORY OF THE UTILITIES IN THIS AREA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE CAUSED BY CONTRACTOR'S ACTIVITIES.

EXISTING CONDITIONS:

THESE DRAWINGS WERE PRODUCED WITH INFORMATION PROVIDED BY THE CLIENT. LINES, EASEMENTS, AND SETBACKS SHALL BE VERIFIED PRIOR TO START OF CONSTRUCTION, GEOSTRUCTURAL DOES NOT GUARANTEE THE ACCURACY OF SAID PROPERTY LINE, EASEMENTS AND SETBACKS.

NOTE:

EVERYTHING SHOWN IS EXISTING UNLESS MARKED PROPOSED

PROPANE KEYED NOTES:

P-T	PROPOSED AT&T 500 GALLON ASME APPROVED PROPANE TANK w/ FILL DOME AND INTEGRAL MANUAL SHUTOFF FILL VALVE ON A 4'-0"x10'-0" CONCRETE PAD. SEE LP-GAS NOTES AND SHEET S-1.
GAS	PROPOSED AT&T UNDERGROUND PROPANE PIPING ROUTE (~60'). LOCATE EXISTING UTILITIES PRIOR TO EXCAVATION. COORDINATE WITH CONSTRUCTION MANAGER & LANDLORD TO DETERMINE ROUTE. ABOVE-GRADE RIGID PORTIONS OF PIPING SHALL BE SCH. 40 BLACK IRON PIPE (PAINTED YELLOW) w/ CORROSION PROTECTION AND 3" MIN. SEDIMENT TRAP. USE ABOVE-GRADE FLEXIBLE METALLIC CONNECTORS AS STRAIGHT AND HORIZONTAL AS PRACTICABLE. PROVIDE FULL-PORT BALL VALVES FOR SHUTOFFS. SEE LP-GAS NOTES AND SHEET E-2.

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

REGISTERED PROFESSIONAL ENGINEER DONALD WILLIAM GEORGE C 62222 EXP. 09/30/23 CIVIL STATE OF CALIFORNIA

SITE INFORMATION:

MORGAN HILL

10095723

GENERATOR INSTALLATION PROJECT

1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:

ENLARGED SITE PLAN

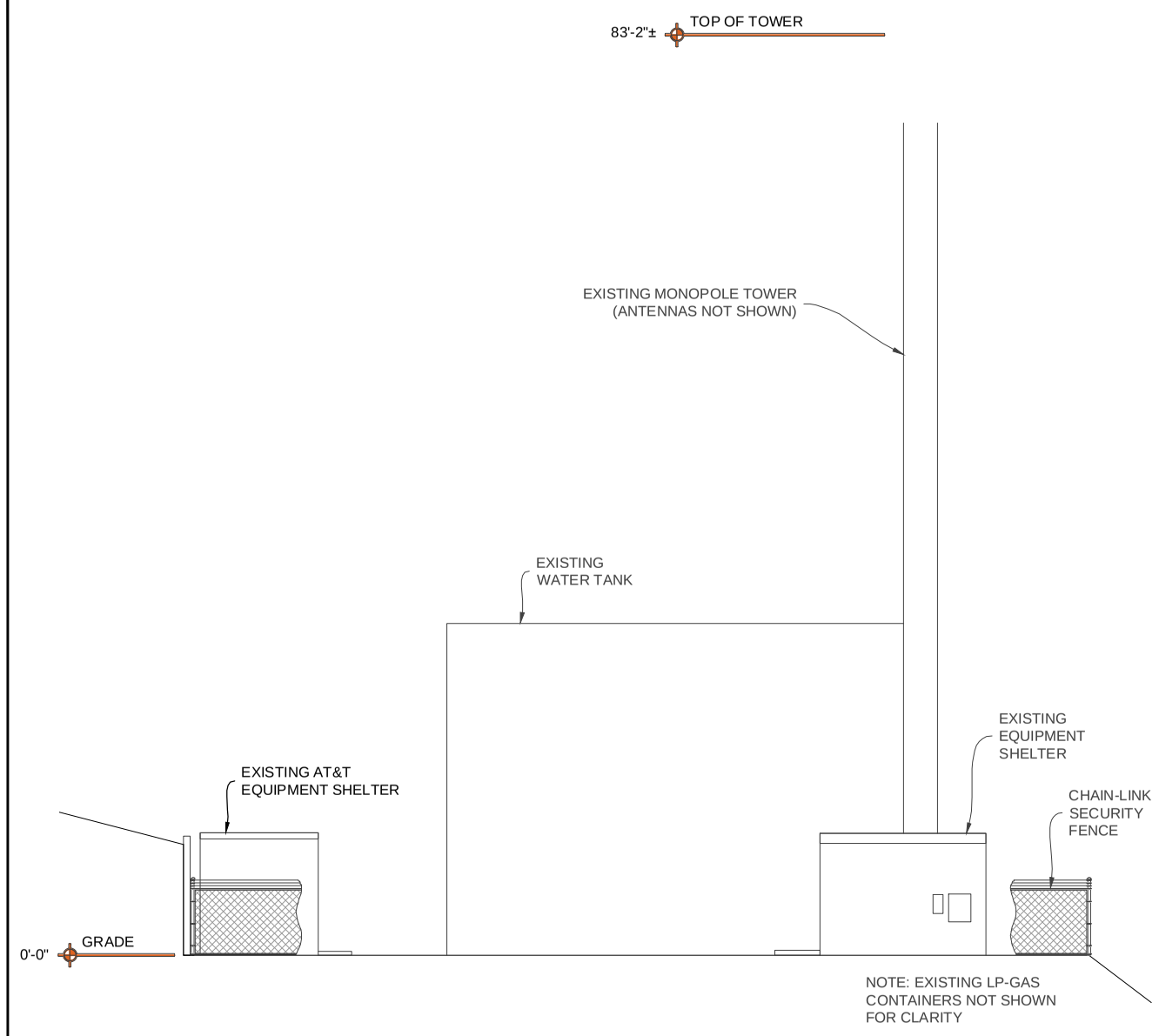
SHEET NUMBER:

A-2

ENLARGED SITE PLAN

SCALE: 1/4" = 1'-0" (11x17)

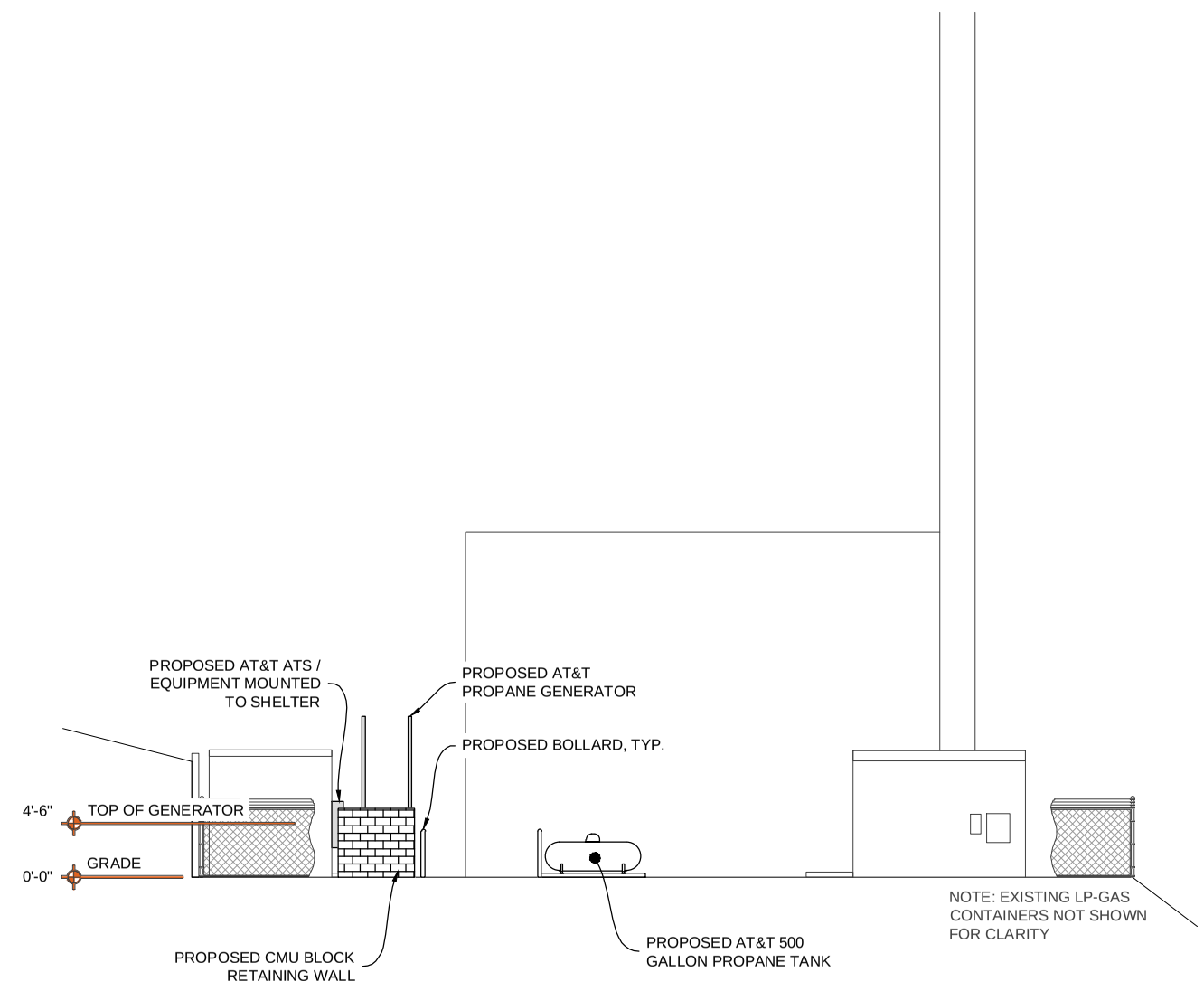
1



EXISTING ELEVATION VIEW

SCALE N.T.S. **1**

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021



PROPOSED ELEVATION VIEW

SCALE N.T.S. **2**

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

REGISTERED PROFESSIONAL ENGINEER
DONALD WILLIAM GEORGE
C 62222
EXP. 09/30/23
CIVIL
STATE OF CALIFORNIA

SITE INFORMATION:

MORGAN HILL

10095723

GENERATOR INSTALLATION PROJECT

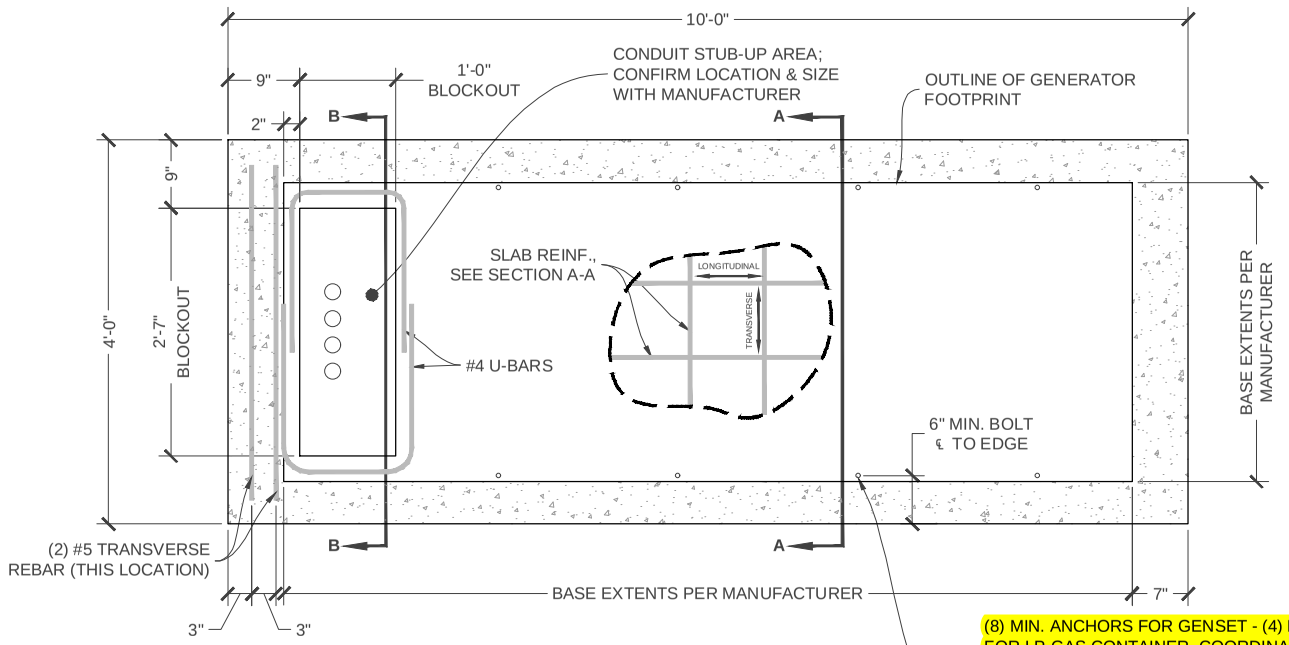
1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:
ELEVATION VIEWS

SHEET NUMBER:
A-3

3G0



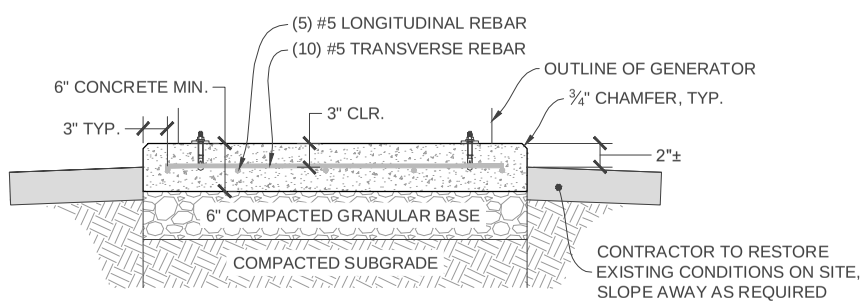
GENERATOR PAD DETAIL

SCALE: 1/2"=1'-0"(11x17) 1"=1'-0" (24x36)

PROPANE TANK CONCRETE PAD NOTE:
CONDUIT STUB-UP BLOCKOUT NOT REQUIRED FOR PROPANE TANK CONCRETE PAD. ALL OTHER SECTIONS / DETAILS / REINFORCING APPLY.

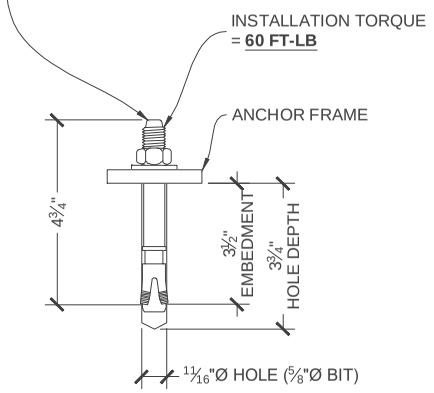
(8) MIN. ANCHORS FOR GENSET - (4) MIN. ANCHORS FOR LP-GAS CONTAINER. COORDINATE QUANTITY AND ANCHORAGE LOCATION W/ MANUFACTURER.
5/8"Ø x 3½" EMBED HILTI KWIK BOLT TZ STAINLESS STEEL EXPANSION ANCHOR (OR APPROVED EQUAL). REFERENCE ICC-ES ESR-1917 REPORT.

NOTE: PER CBC 1705.12.6, PERIODIC SPECIAL INSPECTION OF ANCHORAGE FOR STANDBY POWER SYSTEMS IS REQUIRED

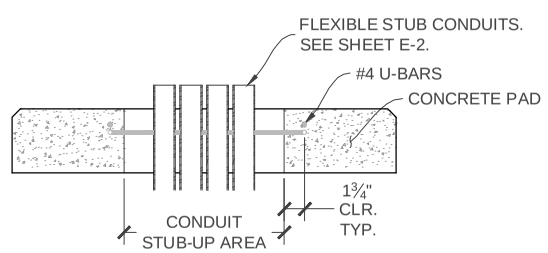


GENERATOR PAD - SECTION A-A

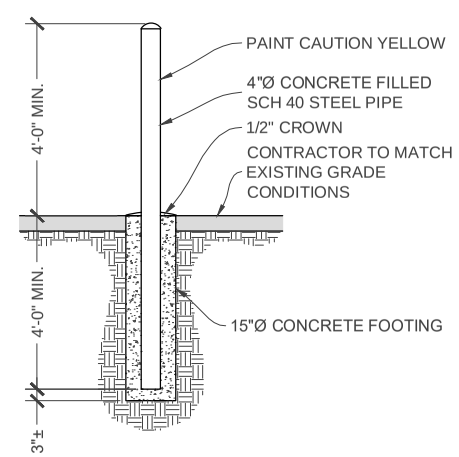
SCALE: 1/2"=1'-0"(11x17) 1"=1'-0" (24x36)



TYPICAL ANCHOR



GENERATOR PAD - SECTION B-B



BOLLARD DETAIL

STRUCTURAL DESIGN NOTES:

ALL LOADS DERIVED FROM REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE, ASCE 7 & ANSI TIA-222.

BUILDING & COMMUNICATION STRUCTURES: (37.118525° / -121.669856°)

1. WIND LOADS: IBC 2018 & ASCE 7-16
   V = 92 MPH ULTIMATE WIND SPEED
   STRUCTURE CLASS = II; EXPOSURE CATEGORY = C; TOPOGRAPHIC CATEGORY = 3.
   IMPORTANCE FACTOR = 1.0.
2. SEISMIC LOADS: IBC 2018 & ASCE 7-16
   STRUCTURE CLASS = II; SITE CLASS = D.
   S_S = 1.5 ; S_1 = 0.6 ; S_{DS} = 1.2

CONCRETE NOTES:

1. PRIOR TO EXCAVATION, CHECK THE AREA FOR UNDERGROUND FACILITIES.
2. ALL CONCRETE SHALL BE IN ACCORDANCE WITH CHAPTER 19 OF THE IBC & ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", LATEST EDITION & HAVE THE FOLLOWING PROPERTIES:
   A MINIMUM 28-DAY COMPRESSIVE STRENGTH (f'c) OF 2,500 PSI.
   B CEMENT SHALL BE "LOW-ALKALI" TYPE IIA (MODERATE SULFATE RESISTANCE, AIR ENTRAINING) CONFORMING TO ASTM C150.
   C MAXIMUM WATER/CEMENT RATIO OF 0.45 AND AIR-ENTRAINED 4% TO 7%.
   D CONCRETE PROPORTIONING SHALL BE DESIGNED BY AN APPROVED LABORATORY. TOLERANCES IN ACCORDANCE WITH ACI 117. COPIES OF CONCRETE MIX SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO PLACEMENT.
   E ALL AGGREGATE USED IN CONCRETE SHALL CONFORM TO ASTM C33. USE ONLY AGGREGATES KNOWN NOT TO CAUSE EXCESSIVE SHRINKAGE. MAXIMUM AGGREGATE SIZE TO BE ¾".
   F MAXIMUM SLUMP: REFER TO GEOTECHNICAL REPORT WHEN APPLICABLE.
3. FORMWORK FOR CONCRETE SHALL CONFORM TO ACI 347. TOLERANCES FOR FINISHED CONCRETE SURFACES SHALL MEET CLASS-C REQUIREMENTS. IN NO CASE SHALL FINISHED CONCRETE SURFACES EXCEED THE FOLLOWING VALUES AS MEASURED FROM NEAT PLAN LINES AND FINISHED GRADES: ± ¼" VERTICAL, ± 1" HORIZONTAL.
4. CHAMFER ALL EXPOSED CORNERS AND FILLET ENTRANT ANGLES ¾" U.N.O.
5. CONCRETE FINISHING: CONCRETE SURFACES SHALL BE FINISHED IN ACCORDANCE WITH ACI. PROVIDE ROUGH FINISH FOR ALL SURFACES NOT EXPOSED TO VIEW AND SMOOTH FINISH FOR ALL OTHERS, U.N.O.
6. STEEL REINFORCEMENT AND CONCRETE SHOULD BE PLACED IMMEDIATELY UPON COMPLETION OF THE FOUNDATION EXCAVATION. CONTRACTOR SHALL NOT ALLOW A COLD JOINT TO FORM IN THE CONCRETE. PORTION AT GRADE SHOULD BE FORMED. TEMPORARY CASING MAY BE REQUIRED TO PREVENT CAVING PRIOR TO CONCRETE PLACEMENT.

REINFORCING STEEL NOTES:

1. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615. VERTICAL/HORIZONTAL BARS SHALL BE GRADE 60; TIES OR STIRRUPS SHALL BE A MINIMUM OF GRADE 40. ALL REINFORCING STEEL SHALL HAVE 3" (± ⅜") OF CONCRETE COVER, U.N.O.
2. ALL BAR BENDS, HOOKS, SPLICES AND OTHER REINFORCING STEEL SHALL CONFORM TO THE REQUIREMENTS OF ACI 315.
3. ALL BARS SHALL BE SPLICED WITH A MINIMUM LAP OF 48 BAR DIAMETERS. LAP SPLICES OF DEFORMED BARS IN TENSION ZONES SHALL BE CLASS-B SPLICES. WELDING OF BARS IS NOT PERMITTED.
4. AT ALL CORNERS AND WALL INTERSECTIONS, PROVIDE BENT HORIZONTAL BARS TO MATCH THE HORIZONTAL REINFORCING STEEL.
5. PROVIDE VERTICAL DOWELS IN FOOTINGS AND AT CONSTRUCTION JOINTS TO MATCH VERTICAL REINFORCING BAR SIZE AND SPACING.
6. ACI-APPROVED PLASTIC-COATED BAR CHAIRS OR PRECAST CONCRETE BLOCKS SHALL BE PROVIDED FOR SUPPORT OF ALL GRADE-CAST REINFORCING STEEL & SHALL BE SUFFICIENT IN NUMBER TO PREVENT SAGGING. METAL CLIPS OR SUPPORTS SHALL NOT BE PLACED IN CONTACT WITH THE FORMS OR THE SUB-GRADE.
7. DOWELS AND ANCHOR BOLTS SHALL BE WIRED OR OTHERWISE HELD IN CORRECT POSITION PRIOR TO PLACING CONCRETE. IN NO CASE SHALL DOWELS OR ANCHOR BOLTS BE "STABBED" INTO FRESHLY-POURED CONCRETE.

FOUNDATION & SOIL NOTES:

1. FOUNDATION DESIGN BASED ON PRESUMPTIVE MINIMUM SOIL PARAMETERS (ALLOWABLE BEARING = 1,000 PSF; ALLOWABLE PASSIVE SLIDING = 100 PSF/FT) IN ACCORDANCE WITH THE IBC AND CBC.
2. THE EXCAVATION SHALL BE INSPECTED PRIOR TO THE PLACEMENT OF CONCRETE AND THE CONTRACTOR SHALL PROVIDE A NOTICE OF INSPECTION FOR THE BUILDING INSPECTOR FOR REVIEW AND RECORDS PURPOSES.
3. THE CONTRACTOR SHALL DETERMINE THE MEANS AND METHODS NECESSARY TO SUPPORT THE EXCAVATION DURING CONSTRUCTION.
4. ALL FOUNDATIONS TO BE PLACED ON FIRM, UNDISTURBED, INORGANIC MATERIAL. PROOF ROLL SUB-GRADE PRIOR TO PLACING CONCRETE WHERE THE MATERIAL HAS BEEN DISTURBED BY EQUIPMENT. UNACCEPTABLE/DISTURBED MATERIAL SHALL BE OVER-EXCAVATED AND REPLACED WITH "LEAN CONCRETE FILL" OR REPLACED WITH STRUCTURAL BACKFILL.
5. STRUCTURAL BACKFILL SHALL BE GRANULAR FREE-DRAINING MATERIAL FREE OF DEBRIS, ORGANICS, REFUSE AND OTHERWISE DELETERIOUS MATERIALS. MATERIAL SHALL BE PLACED IN LIFTS NO GREATER THAN 6" IN DEPTH AND COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED PER ASTM D1557 (MODIFIED PROCTOR).

MECHANICAL ANCHOR NOTES:

1. HILTI PRODUCTS MUST BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS, AS INCLUDED IN THE ADHESIVE PACKAGING.
2. CONTRACTOR SHALL AVOID DRILLING HOLES IN VERTICAL/HORIZONTAL REINFORCING BARS.
3. HOLES MUST BE WIRE BRUSHED AND BLASTED WITH COMPRESSED AIR PRIOR TO INSTALLATION. TEMPERATURES/METHODS/WORKING TIME/ETC. ARE TO BE IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.

NOTE: IT IS ACCEPTABLE TO INSTALL AND UTILIZE A PRE-CAST GENERATOR PAD FOUNDATION SO LONG AS THE MINIMUM CONCRETE AND REINFORCING REQUIREMENTS DETAILED HEREIN ARE MET, AND PROVIDED SUB-GRADE SURFACE COMPACTION AND PREPARATION ARE PERFORMED ADEQUATELY IN ACCORDANCE WITH THIS PLAN.

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

REGISTERED PROFESSIONAL ENGINEER
DONALD WILLIAM GEORGE
C 62222
EXP. 09/30/23
CIVIL
STATE OF CALIFORNIA

SITE INFORMATION:

MORGAN HILL

10095723

GENERATOR INSTALLATION PROJECT

1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:

GENERATOR PAD DETAILS

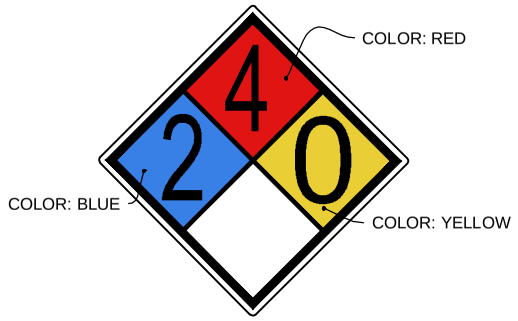
SHEET NUMBER:

S-1

PRO

PLACE ON (2) VISIBLE SIDES OF PROPOSED LP-GAS TANK

15" x 12" SIGN



PLACE ON (2) VISIBLE SIDES OF PROPOSED LP-GAS TANK

15" x 15" SIGN

PLACE ON (2) VISIBLE SIDES OF PROPOSED GENERATOR TANK

11" x 11" SIGN

PLACE ON VISIBLE SIDE OF PROPOSED LP-GAS TANK

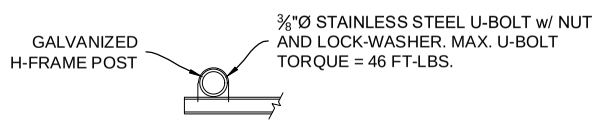
14" x 10" SIGN

PLACE ON (2) VISIBLE SIDES OF PROPOSED GENERATOR TANK

6.5" x 3" SIGN

REQUIRED LABELING & SIGNAGE

ATS LOCATION NOTE:
ATS LOCATION SHOWN IN PLANS IS THE BEST AVAILABLE BASED ON THE INFORMATION PROVIDED. ALTERNATIVE LOCATION MAY BE REQUIRED AND SHALL BE APPROVED BY CONSTRUCTION MANAGER AND/OR LANDLORD. THIS DETAIL PROVIDES ALTERNATIVE METHODS OF INSTALLATION (NOT ALL DETAILS MAY BE USED).

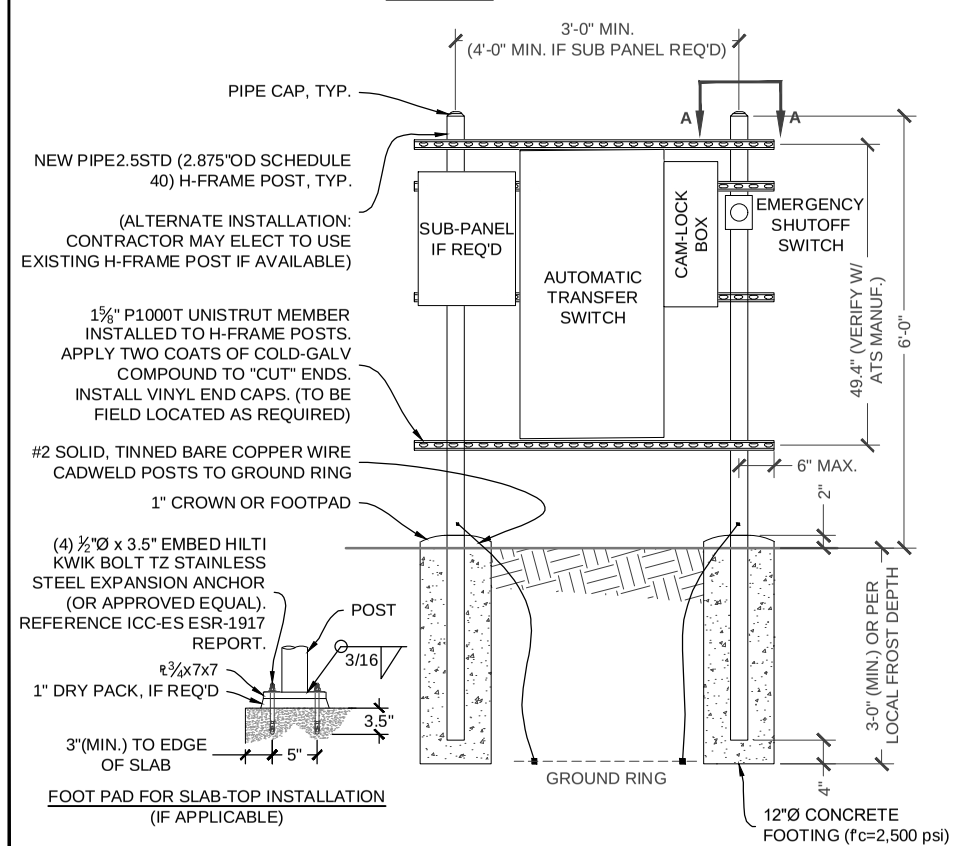


SECTION A-A

UNISTRUT WALL ATTACHMENT:	
WALL CONSTRUCTION TYPE	FASTENER
HOLLOW, AT STUD	3/8" DIA. x 2-1/2" EMBED LAG SCREW
CONCRETE BLOCK (HOLLOW)	3/8" DIA. HILTI HY-270 WITH SCREEN, MINIMUM EMBEDMENT 2-3/8"
CONCRETE (SOLID)	3/8" DIA. HILTI HY-200, MINIMUM EMBEDMENT 2-3/8"

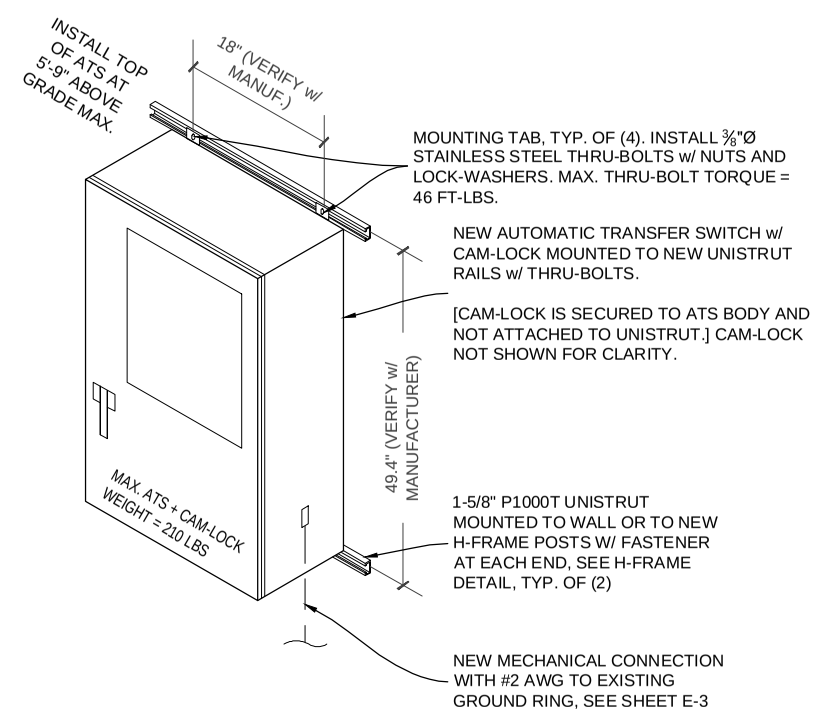
NOTES:
1. USE GALVANIZED OR STAINLESS STEEL HARDWARE FOR WALL MOUNT AND CONNECTION OF CHANNELS

2. GC SHALL USE NON-SHRINKING CAULK TO WEATHER SEAL ALL PENETRATIONS INTO OR THROUGH WALL



FOOT PAD FOR SLAB-TOP INSTALLATION
(IF APPLICABLE)

H-FRAME DETAIL (IF REQUIRED)



ATS MOUNTING DETAIL

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

REGISTERED PROFESSIONAL ENGINEER
DONALD WILLIAM GEORGE
C 62222
EXP. 09/30/23
CIVIL
STATE OF CALIFORNIA

SITE INFORMATION:

MORGAN HILL

10095723

GENERATOR INSTALLATION PROJECT

1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:

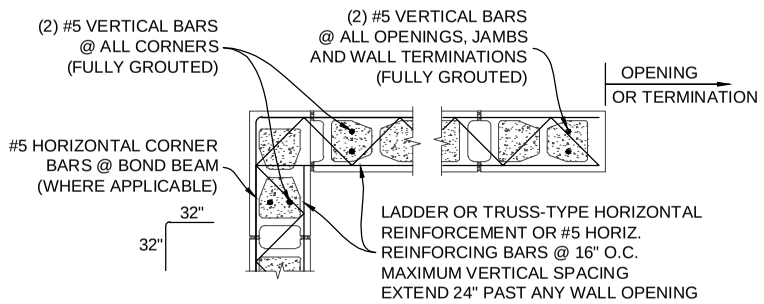
GENERAL STRUCTURAL DETAILS

SHEET NUMBER:

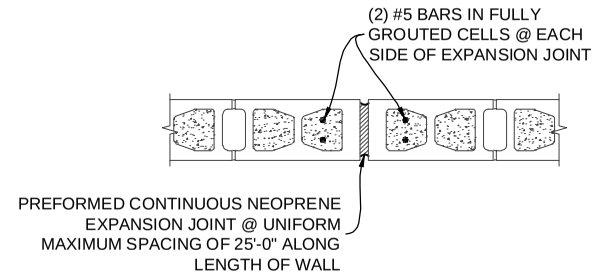
S-2

6R

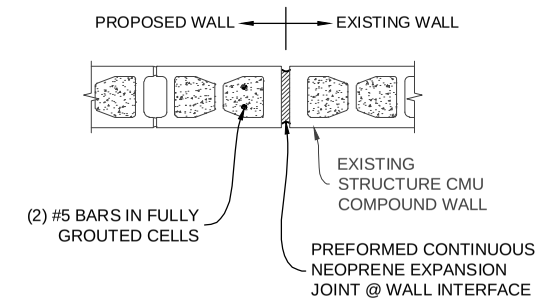
NOTES: ALL WALL REINFORCING SHALL HAVE A MINIMUM LAP OF 32"
ALL HORIZONTAL REINFORCING SHALL EXTEND 24" PAST ANY WALL OPENING



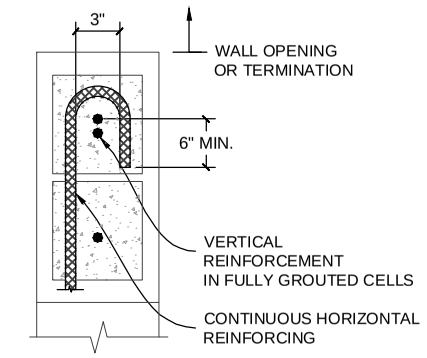
CMU WALL CORNER & JAMB DETAIL



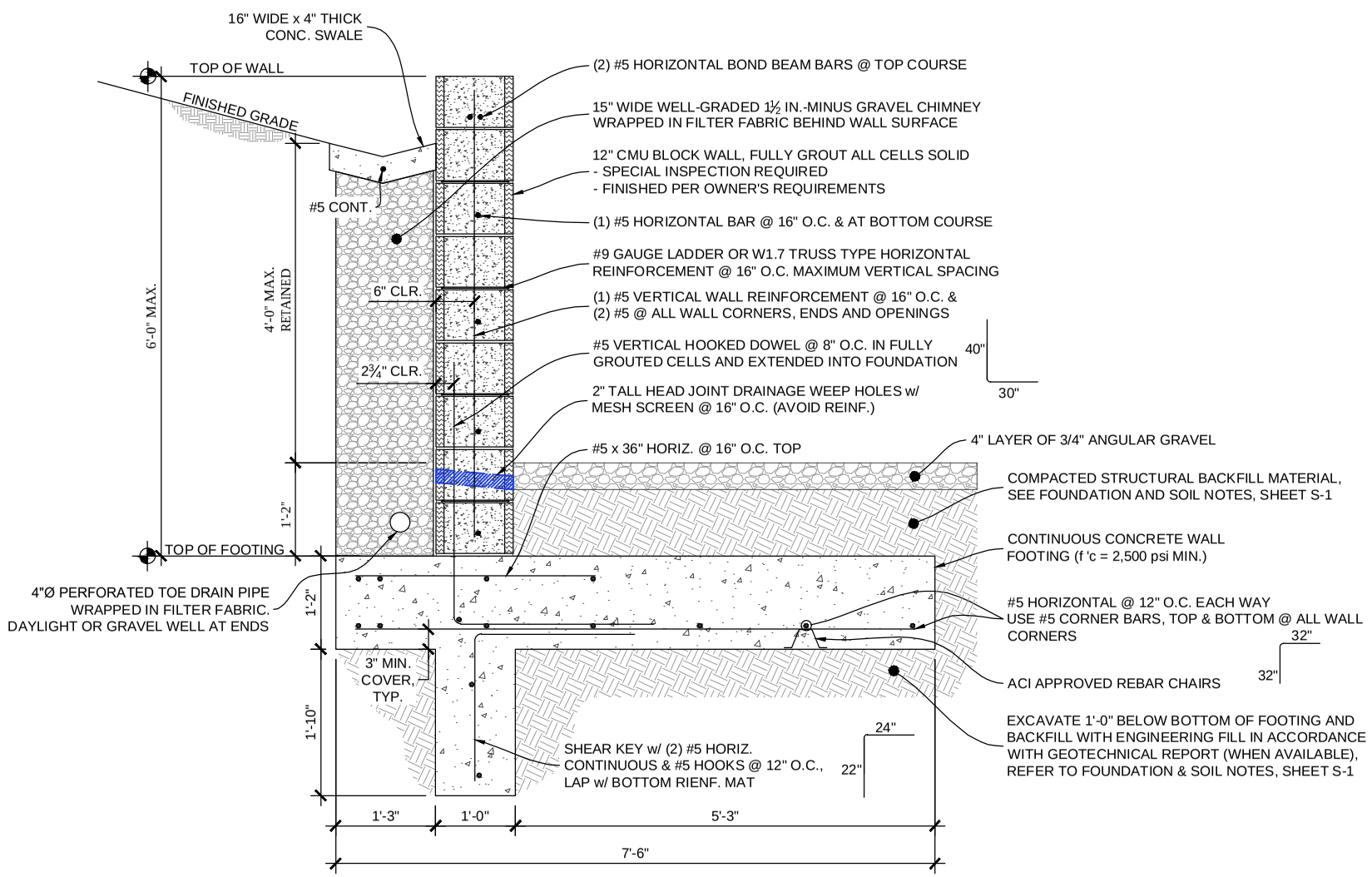
CMU WALL EXPANSION JOINT DETAIL



CMU WALL INTERFACE DETAIL
(IF APPLICABLE)



HORIZONTAL HOOK DETAIL



CMU PERIMETER RETAINING WALL & FOOTING DETAIL

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

CONCRETE MASONRY UNIT NOTES:

1. CONCRETE MASONRY UNITS (CMU) PER ASTM C90.
   - A MINIMUM COMPRESSIVE STRENGTH (f'm) OF 1900 PSI.
   - B NOMINAL (ACTUAL) FACE DIMENSIONS, 12"Wx8"Hx16"L (11⅝"x7⅝"x15⅝"). PROVIDE SPECIAL SHAPES AS REQUIRED AT CORNERS, JAMBS, & BOND BEAMS.
   - C TYPE I, MOISTURE CONTROLLED, NORMAL-WEIGHT UNITS.
2. MORTAR PER ASTM C270
   - A EXTERIOR WALLS ABOVE GRADE: TYPE S, ¼ TO ½ PART HYDRATED LIME TO 1 PART PORTLAND CEMENT BY VOLUME.
   - B EXTERIOR WALLS AT OR BELOW GRADE: TYPE M, ¼ PART HYDRATED LIME TO 1 PART PORTLAND CEMENT BY VOLUME.
   - C PORTLAND CEMENT: ASTM C150, TYPE I OR II.
   - D HYDRATED LIME: ASTM C207, TYPE S.
3. GROUT PER ASTM C476
   ALL REINFORCEMENT SHALL BE PLACED PRIOR TO GROUTING. VERTICAL BARS SHALL BE HELD IN POSITION AT THEIR TOP AND BOTTOM AND AT INTERVALS OF NOT MORE THAN 200 BAR DIAMETERS. NO "STABBING-IN" OF REINFORCEMENT IS PERMITTED.
4. GROUT SOLID ALL BOND BEAMS. RUN REINFORCING AROUND ALL CORNERS WITH APPROPRIATE SPLICES.
5. LAYING CMU WALLS:
   - A BOND PATTERN: ONE-HALF RUNNING BOND.
   - B LAY WALLS WITH ⅜" CONCAVE-TOOLED JOINTS.
6. VERTICAL REINFORCEMENT:
   (1) #5 @ 16" O.C. FULL HEIGHT AT ALL WALLS IN FULLY GROUTED CELLS, U.N.O.
   (2) #5 @ EACH END OF WALL & EACH SIDE OF WALL OPENINGS IN FULLY GROUTED CELLS.
7. HORIZONTAL REINFORCEMENT:
   (1) #5 @ 16" O.C. MAXIMUM SPACING VERTICALLY.
   (2) #5 @ TOP AND BOTTOM OF EACH WALL & OPENINGS IN FULLY GROUTED CELLS.
   PROVIDE (1) #5 HORIZONTAL CORNER/INTERSECTION BAR AT ALL BOND BEAM LEVELS w/ 48 BAR DIAMETER DEVELOPMENT ON EACH END.

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV.	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

REGISTERED PROFESSIONAL ENGINEER
DONALD WILLIAM GEORGE
C 62222
EXP. 09/30/23
CIVIL
STATE OF CALIFORNIA

SITE INFORMATION:

MORGAN HILL

10095723

GENERATOR INSTALLATION PROJECT

1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:

CMU RETAINING WALL DETAILS

SHEET NUMBER:

S-3

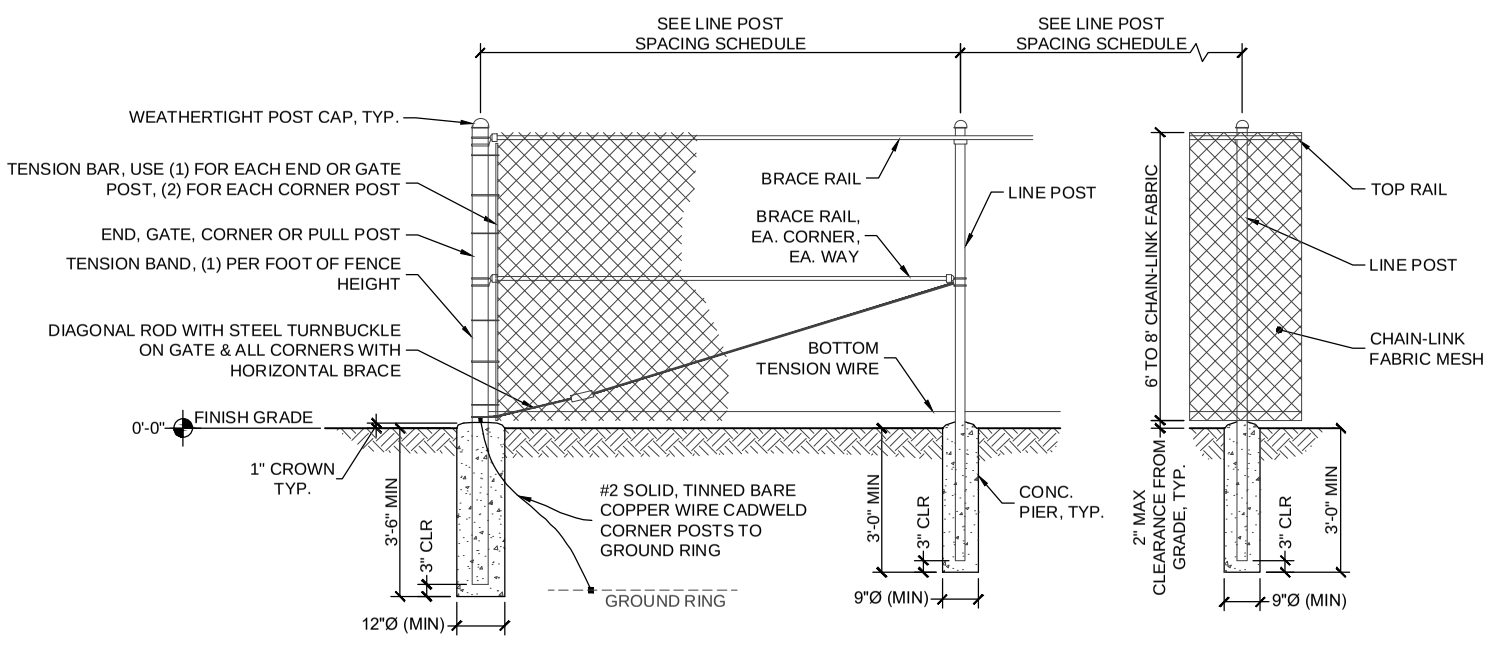
APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

EXISTING CONDITIONS:

1. CONTRACTOR TO MATCH EXISTING HEIGHT AND SECURITY IMPLEMENTS. A STANDARD 6' FENCE IS SHOWN AND MAY REQUIRE MODIFICATIONS TO MATCH EXISTING.
2. CONTRACTOR TO MATCH EXISTING FENCE DESIGN AND FINISH BY ADDING SLATS, MESH, PAINT, ETC..

CHAIN-LINK GATE/FENCE SPECIFICATIONS:

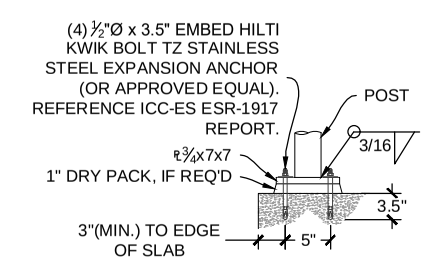
(INSTALL FENCING PER ASTM F567 / SWING GATES PER ASTM F900)		NOTES:
GATE POST	4.500" O.D. SCHEDULE 40 PIPE FOR GATE WIDTHS UP T0 6 FEET, PER ASTM F1083.	POST & FENCE PIPE SIZES ARE FENCE INDUSTRY STANDARD. ALL PIPE TO BE HOT-DIP GALV. CROSS BRACE ALL POSTS EXCEPT INTERMEDIATES.
LINE POST	**6' TALL** = 2.375" O.D. SCHEDULE 40 PIPE PER ASTM F1083. **8' TALL** = 2.875" O.D. SCHEDULE 40 PIPE PER ASTM F1083.	
CORNER POST	3.500" O.D. SCHEDULE 40 PIPE PER ASTM F1083.	
TOP RAIL/BRACE RAIL	1.875" O.D. SCHEDULE 40 PIPE, PER ASTM F1083.	
GATE FRAME	1.875" O.D. SCHEDULED 40 PIPE, PER ASTM F1083.	
GATE LATCH	1.375" O.D. PLUNGER ROD W/ MUSHROOM TYPE CATCH AND LOCK.	CONTRACTOR TO INSTALL (2) GATE HOLDBACKS TO HOLD GATE OPEN DURING USE.
FABRIC	9 GA. CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM A392.	-
TIE WIRE	MINIMUM 11 GA. GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX. 24" INTERVALS.	-
TENSION WIRE	7 GA. GALVANIZED STEEL.	-
BARBED WIRE	DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH WITH FABRIC 14 GA. 4 PT. BARBS SPACED ON APPROXIMATELY 5" CENTERS.	LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENTS SHALL BE COMPLIED WITH IF REQUIRED.



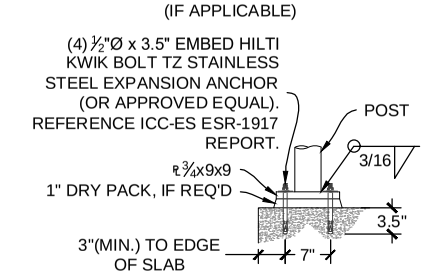
CHAIN-LINK FENCE DETAIL

LINE POST SPACING SCHEDULE:

DESCRIPTION	MAXIMUM SPACING
6' TALL MESH ONLY	10'-0"
6' TALL MESH W/ PRIVACY SLATS	5'-0"
8' TALL MESH ONLY	8'-0"
8' TALL MESH W/ PRIVACY SLATS	4'-0"



LINE POST FOOTPAD FOR SLAB-TOP INSTALLATION (IF APPLICABLE)



GATE/CORNER POST FOOTPAD FOR SLAB-TOP INSTALLATION (IF APPLICABLE)

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

REGISTERED PROFESSIONAL ENGINEER
DONALD WILLIAM GEORGE
C 62222
EXP. 09/30/23
CIVIL
STATE OF CALIFORNIA

SITE INFORMATION:

MORGAN HILL

10095723

GENERATOR INSTALLATION PROJECT

1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:

FENCE DETAIL

SHEET NUMBER:

S-3.1

A2

AGGREGATE NOTES:

1	THE AGGREGATE MATERIAL TO BE USED WILL BE PRODUCED FROM SOUND, TOUGH, DURABLE ROCK AND SHALL BE UNIFORM IN QUALITY AND GRADATION. THE CRUSHED MATERIAL WILL BE REASONABLY FREE FROM SOFT OR DISINTEGRATED PIECES, ORGANIC MATERIALS, AND OTHER OBJECTIONABLE MATTER.
2	THE AGGREGATE MATERIAL WILL SHOW A LOSS LESS THAN 35% IN THE LOS ANGELES ABRASION TEST.
3	THE PERCENTAGE OF SOFT PARTICLES, AS DETERMINED BY THE CLAY LUMPS AND FRIABLE PARTICLES [AASHTO T 112], SHALL NOT BE MORE THAN 5%.
4	THE AGGREGATE MATERIAL USED WILL NOT HAVE A SAND EQUIVALENT LESS THAN 30 IF 5% OR MORE OF THE MATERIAL PASSES THE NUMBER 200 SIEVE.
5	80% OF THE GRAVEL (BY WEIGHT) OF THE COMBINED COURSE AGGREGATE SHALL HAVE THREE OR MORE ROUGH ANGULAR SURFACES AND PRODUCED BY CRUSHING OF THE ROCK.
6	THE PLASTICITY INDEX OF THE FINISHED AGGREGATE PRODUCT SHALL NOT EXCEED 6.

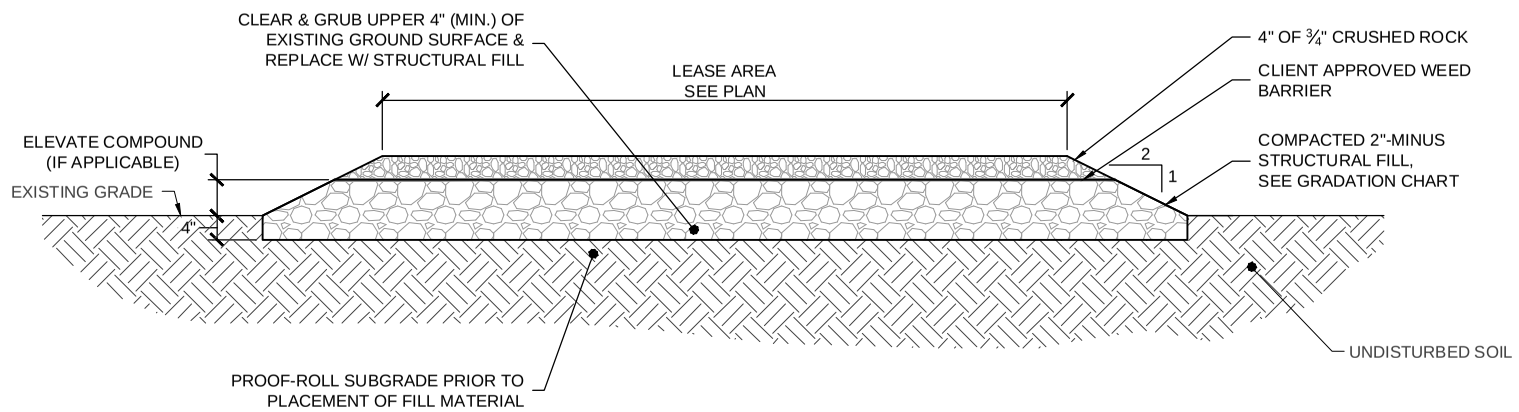
AGGREGATE GRADATION CHART:

(% BY WEIGHT PASSING SIEVES)

SIEVE SIZE	2"-MINUS	¾"-MINUS
2½"	100	-
2"	90-100	-
1"	55-83	100
¾"	-	90-100
No. 4	30-60	40-65
No. 8	-	30-50
No. 30	10-25	-
No. 200	0-8	3-9

COMPACTION NOTE:

STRUCTURAL FILL SHALL BE GRANULAR FREE-DRAINING MATERIAL FREE OF DEBRIS, ORGANICS, REFUSE AND OTHERWISE DELETERIOUS MATERIALS. MATERIAL SHALL BE PLACED IN LIFTS NO GREATER THAN 12" IN DEPTH AND COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED PER ASTM D1557.



COMPOUND DETAIL

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

REGISTERED PROFESSIONAL ENGINEER
DONALD WILLIAM GEORGE
C 62222
EXP. 09/30/23
CIVIL
STATE OF CALIFORNIA

SITE INFORMATION:

MORGAN HILL

10095723

GENERATOR INSTALLATION PROJECT

1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:

COMPOUND DETAIL

SHEET NUMBER:

S-4

CONDUIT / WIRE SCHEDULE:

NO.	FROM	TO	WIRES	GROUND	CONDUIT SIZE	FUNCTION
1	NORMAL POWER SOURCE	AUTOMATIC TRANSFER SWITCH	(3) 3/O	(1) #4	2"	NORMAL POWER FEEDER TO ATS (CUT BACK EXISTING)
2	AUTOMATIC TRANSFER SWITCH	LOAD CENTER	(3) 3/O	(1) #4	2"	POWER FEEDER FROM ATS TO PANEL
3	GENERATOR	AUTOMATIC TRANSFER SWITCH	(3) 3/O	(1) #4	2"	STANDBY POWER FEEDER TO ATS
4	AUTOMATIC TRANSFER SWITCH	GENERATOR	(2) #10	(1) #10	1"	START CIRCUIT
5	LOAD CENTER (DISTRIBUTION CENTER)	GENERATOR, ATS	(2) #12 (2) #12 (2) #12	(1) #12 (1) #12 (1) #12	1" 1" 1"	CKT FOR GEN BLOCK HEATER & BATTERY HEATER, CKT FOR BATTERY CHARGER, CKT FOR ATS CONTROLS (SEE BREAKER NOTE)
6	GENERATOR	THROUGH ATS TO ALARM BLOCK	12-PAIR 24 AWG OR 2EA 6-PAIR CAT5	N/A	1"	ALARM CABLES (1) 12 PAIR 24 AWG. PROVIDE 24" OF SLACK CABLE. FINAL PUNCH DOWN IS BY AT&T TECH. LABEL ALL WIRES
7	AUTOMATIC TRANSFER SWITCH	ALARM BLOCK	(2) 12-PAIR 24 AWG OR (2) 6-PAIR CAT5 (1) 1-PAIR 24AWG	N/A	1"	ALARM CABLES (1) 12 PAIR 24 AWG (RUN THRU INTERIOR OF SHELTER OR GROUND EQUIPMENT & INTO ALARM BOX). PROVIDE SINGLE PAIR FOR COMMERCIAL POWER FAIL ALARM. PROVIDE 24" OF SLACK CABLE. FINAL PUNCH DOWN IS BY AT&T TECH. LABEL ALL WIRES

ATS POLE NOTE:

PROPOSED ATS/CAMLOCK ARE CONFIGURABLE FOR SINGLE OR THREE PHASE OPERATION. IN SINGLE PHASE INSTALLATIONS, 3-POLE ATS TO BE INSTALLED WITH ONE POLE NOT CONNECTED (UNUSED) AND TO BE CONFIGURED FOR DUAL-POLE USE. NEUTRAL SHALL NOT BE SWITCHED.

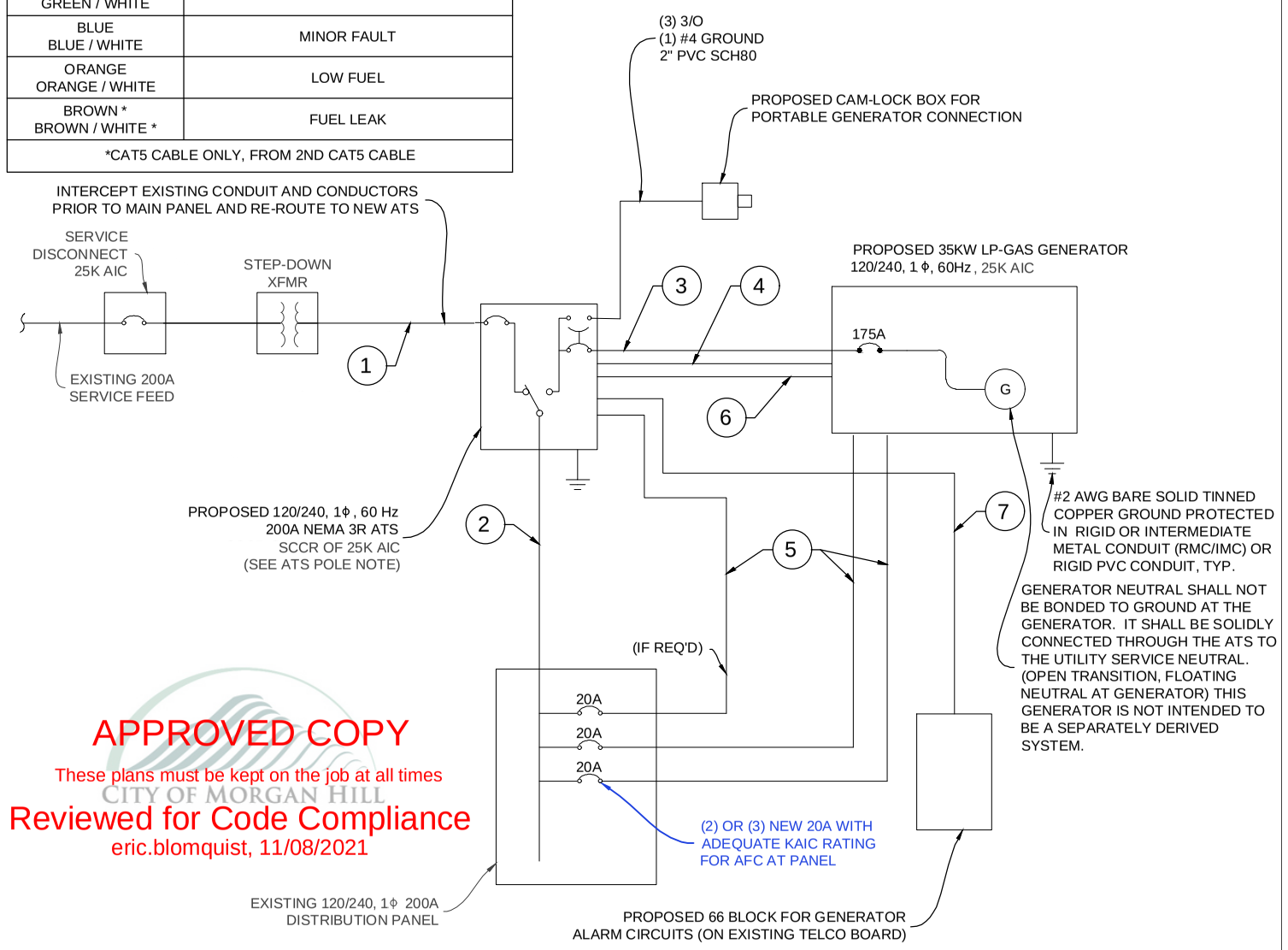
BREAKER QTY NOTE:

"ATS CONTROLS" CIRCUIT MAY NOT BE REQUIRED TO POWER ATS. CONTRACTOR TO FIELD-VERIFY PER APPLICATION ON EQUIPMENT.

NOTE: ALL CONDUCTORS TO BE COPPER UNLESS NOTED OTHERWISE.

ALARM WIRE IDENTIFICATION CHART:

WIRE	ALARM
BROWN BROWN / WHITE	GENERATOR RUNNING
GREEN GREEN / WHITE	CRITICAL FAULT
BLUE BLUE / WHITE	MINOR FAULT
ORANGE ORANGE / WHITE	LOW FUEL
BROWN * BROWN / WHITE *	FUEL LEAK
*CAT5 CABLE ONLY, FROM 2ND CAT5 CABLE	



APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

SINGLE LINE DIAGRAM

EXISTING DISTRIBUTION PANEL

PANEL NOTES:

1. CONTRACTOR TO LABEL WIRES WITH P-TOUCH OR SIMILAR LABELS ONLY. ABSOLUTELY NO HANDWRITTEN LABELS.
2. CONTRACTOR SHALL PERFORM A POWER STUDY ON EXISTING AC PANEL PRIOR TO INSTALLING, CHANGING, ALTERING, OR REMOVING ANY BREAKER. NO WORK SHALL BE COMPLETED ON AC PANEL WITHOUT PROPER INSPECTOR OR ENGINEER APPROVED DOCUMENTATION CONFIRMING CAPACITY ON SITE. ALL WORK SHALL CONFORM TO CEC VERSION ENFORCED BY A.H.J. AT TIME OF INSTALLATION.
3. CONTRACTOR SHALL VERIFY THAT THE MAXIMUM DEMAND FOR ALL CONNECTED EQUIPMENT AT THIS SITE AS CALCULATED PER CEC DOES NOT EXCEED THE GENERATOR OUTPUT CIRCUIT BREAKER RATING. (SEE NOTE #4 ALSO.)
4. IF MAXIMUM DEMAND OF GENERATOR OUTPUT CIRCUIT BREAKER RATING AS CALCULATED PER CEC IS CONTINGENT ON THE TWO HVAC UNITS NOT OPERATING CONCURRENTLY, THEN CONTRACTOR SHALL VERIFY THAT THE HVAC LEAD/LAG CONTROLLER IS CONFIGURED TO PREVENT CONCURRENT OPERATION. IF NOT, THEN CONTRACTOR SHALL RECONFIGURE IT AS NEEDED TO PREVENT TRIPPING THE CIRCUIT BREAKER.

CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

REGISTERED PROFESSIONAL ENGINEER
DONALD WILLIAM GEORGE
C 62222
EXP. 09/30/23
CIVIL
STATE OF CALIFORNIA

SITE INFORMATION:

MORGAN HILL

10095723

GENERATOR INSTALLATION PROJECT

1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

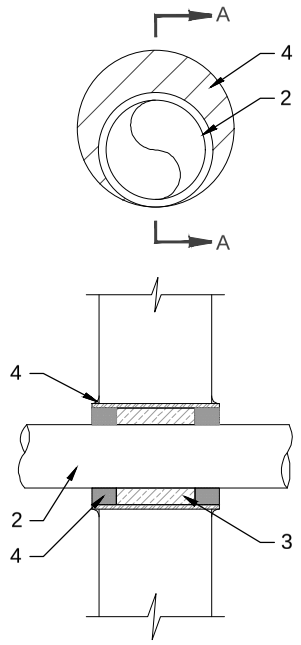
JURISDICTION USE:

SHEET TITLE:

ELECTRICAL DETAILS

SHEET NUMBER:

E-1



SECTION A-A

NOTE:
1. IF EXISTING CONSTRUCTION VARIES FROM THIS DETAIL, AN EQUAL 3-HR U.L. PENETRATION APPROPRIATE FOR THE EXISTING WALL TYPE SHALL BE CONSTRUCTED
2. GC SHALL USE NON-SHRINKING CAULK TO WEATHERSEAL ALL PENETRATIONS INTO OR THRU SHELTER WALL.

U.L. SYSTEM NO. C-AJ-1150
CONDUIT THROUGH BEARING WALL SIMILAR TO U.L. DESIGN NO. U902
F RATING = 3 HR
T RATING = O HR

1. FLOOR OR WALL ASSEMBLY : MINIMUM 4-1/2" THICK REINFORCED LIGHTWEIGHT OR NORMAL WEIGHT (100-150 PCF) CONCRETE. WALL MAY ALSO BE CONSTRUCTED OF ANY UL CLASSIFIED CONCRETE BLOCKS*. MAX DIAMETER OF OPENING IS 4". (SEE CONCRETE BLOCKS 9CATZ) CATEGORY IN THE FIRE RESISTANCE DIRECTORY FOR NAMES OF MANUFACTURERS.

2. THROUGH PENETRATIONS : ONE METALLIC PIPE OR CONDUIT TO BE RIGIDLY SUPPORTED ON BOTH SIDES OF FLOOR OR WALL ASSEMBLY. THE ANNULAR SPACE SHALL BE MINIMUM 0". (POINT CONTACT) TO MAXIMUM 1-3/8". THE FOLLOWING TYPES AND SIZES OF METALLIC PIPES OR CONDUITS MAY BE USED:
   A. STEEL PIPE-NOMINAL 6" DIAMETER (OR SMALLER) SCHEDULE 40 (OR HEAVIER) STEEL PIPE
   B. IRON PIPE-NOMINAL 6" DIAMETER (OR SMALLER) CAST OR DUCTILE IRON PIPE.
   C. CONDUIT - NOMINAL 4" DIAMETER (OR SMALLER) STEEL ELECTRICAL METALLIC TUBING OR NOMINAL 3-1/2" DIAMETER (OR SMALLER) STEEL CONDUIT.

3. PACKING MATERIAL: MINIMUM 6" THICKNESS OF MIN 4.0 PCF MINERAL WOOL BATTING INSULATION FIRMLY PACKED INTO OPENING AS A PERMANENT FORM. PACKING MATERIAL TO BE RECESSED FROM TOP SURFACE OF FLOOR OR FROM BOTH SURFACES OF WALL AS REQUIRED TO ACCOMMODATE THE REQUIRED THICKNESS OF FILL MATERIAL.

4. FILL, VOID, OR CAVITY MATERIAL*: SEALANT: MINIMUM 1/4" THICKNESS OF FILL MATERIAL APPLIED WITHIN THE ANNULUS, FLUSH WITH TOP SURFACE OF FLOOR AND WITH BOTH SURFACES OF WALL. AT THE POINT CONTACT LOCATION BETWEEN PIPE AND CONCRETE, A MINIMUM 1/2" DIAMETER BEAD OF FILL MATERIAL SHALL BE APPLIED AT THE CONCRETE/PIPE INTERFACE ON THE TOP SURFACE OF FLOOR AND ON BOTH SURFACES OF WALL. W-RATING APPLIES ONLY WHEN CP601S OR CP604 SEALANT IS USED.

HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC. : CP601S, CP604, CP606, OR FS-ONE SEALANT.

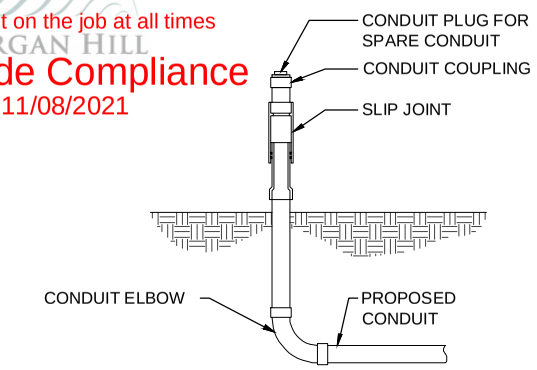
* BEARING THE UL CLASSIFICATION MARK

OUTER WALL PENETRATION DETAIL (IF APPLICABLE)

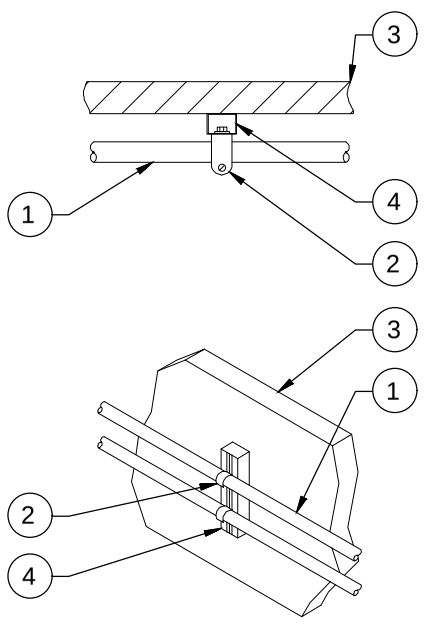
CONDUIT NOTES:

1. VERIFY WIRE AND CONDUIT QUANTITY & SIZES WITH GENERATOR MAKE & MODEL # PRIOR TO INSTALLATION. VERIFY ELECTRICAL REQUIREMENTS WITH LOCAL UTILITY PROVIDER.
2. ALL CONDUIT ABOVE GRADE OR IN AREAS OF HIGH TRAFFIC SHALL BE SCH 80 PVC
3. PROVIDE SCH 40 PVC CONDUIT BELOW GRADE EXCEPT AS NOTED BELOW.
4. PROVIDE RGS CONDUIT AND ELBOWS AT STUB UP LOCATIONS (I.E. SERVICE POLE, BTS EQUIPMENT, ETC.)
5. INSTALL UTILITY PULLBOXES PER CEC.

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021



SLIP JOINT DETAIL (IF APPLICABLE)



1. CONDUIT (TYP)
2. P1119 OR P2558 CLAMP
3. EXISTING WALL/CEILING
4. VERTICAL "UNISTRUT" P1000T. REQUIRED LENGTH BASED ON QUANTITY OF CONDUIT TO BE MOUNTED. INSTALL AT 5'-0" O.C. MAX. W/ FASTENER AT EACH END.

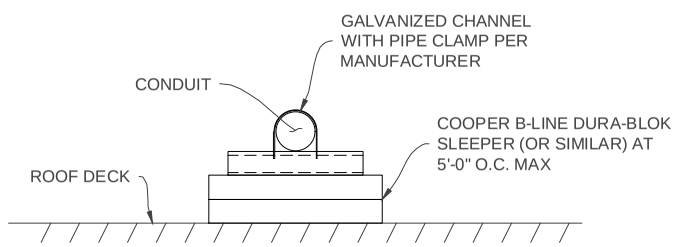
CONDUIT WALL MOUNT DETAIL (IF APPLICABLE)

UNISTRUT WALL ATTACHMENT:

WALL CONSTRUCTION TYPE	FASTENER
HOLLOW, AT STUD	3/8" DIA. x 2-1/2" EMBED LAG SCREW
CONCRETE BLOCK (HOLLOW)	3/8" DIA. HILTI HY-270 WITH SCREEN, MINIMUM EMBEDMENT 2-3/8"
CONCRETE (SOLID)	3/8" DIA. HILTI HY-200, MINIMUM EMBEDMENT 2-3/8"

NOTES:
1. USE GALVANIZED OR STAINLESS STEEL HARDWARE FOR WALL MOUNT AND CONNECTION OF CHANNELS

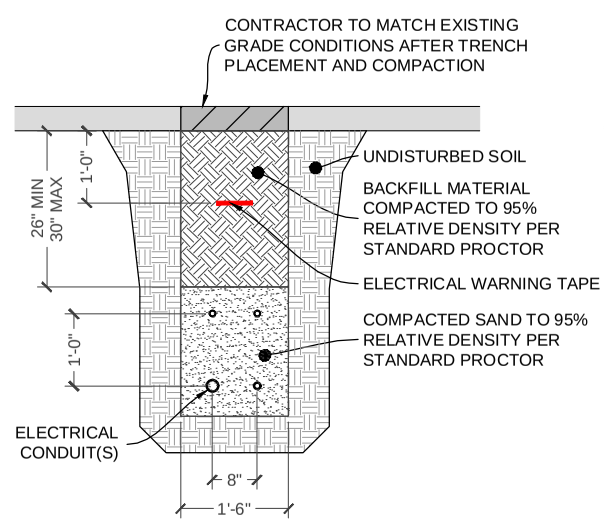
2. GC SHALL USE NON-SHRINKING CAULK TO WEATHER SEAL ALL PENETRATIONS INTO OR THROUGH WALL



ROOF CONDUIT MOUNTING DETAIL (IF APPLICABLE)

CONDUIT NOTES:

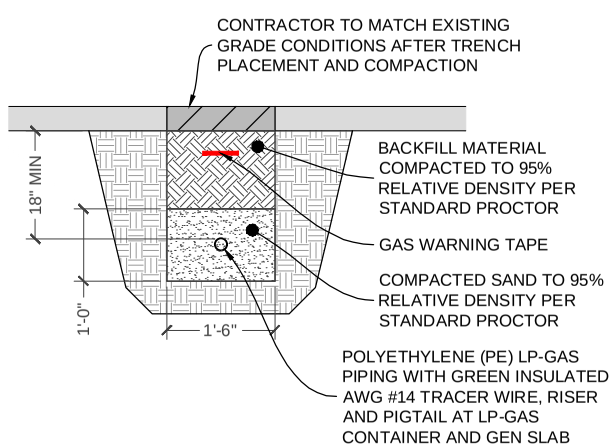
1. VERIFY WIRE AND CONDUIT QUANTITY & SIZES WITH GENERATOR MAKE & MODEL # PRIOR TO INSTALLATION. VERIFY ELECTRICAL REQUIREMENTS WITH LOCAL UTILITY PROVIDER.
2. ALL CONDUIT ABOVE GRADE OR IN AREAS OF HIGH TRAFFIC SHALL BE SCH 80 PVC
3. PROVIDE SCH 40 PVC CONDUIT BELOW GRADE EXCEPT AS NOTED BELOW.
4. PROVIDE RGS CONDUIT AND ELBOWS AT STUB UP LOCATIONS (I.E. SERVICE POLE, BTS EQUIPMENT, ETC.)
5. INSTALL UTILITY PULLBOXES PER NEC.



UTILITY TRENCH SECTION

LP-GAS PIPING NOTES:

1. SIZE REQUIRED PIPE DIAMETER WITH 100% LOAD GEN DEMANDS, CONSIDERING ALL FITTINGS AND PIPE RUN.
2. PIPING SHALL NOT BE INSTALLED IN THE SAME TRENCH AS ELECTRICAL, ALARM OR CONTROL CONDUIT.
3. MAINTAIN A MINIMUM SEPARATION OF 12" BELOW EXISTING CROSSING CONDUIT AND 12" LATERALLY FROM PARALLEL U.G. CONDUIT.
4. VERIFY LOCAL REQUIRED EMBEDMENT DEPTH W/ AUTHORITY HAVING JURISDICTION.
5. MINIMIZE THE NUMBER OF ELBOWS AND TEES. SWEPT ELBOWS ARE RECOMMENDED.



GAS TRENCH SECTION

CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

at&t
GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

REGISTERED PROFESSIONAL ENGINEER
DONALD WILLIAM GEORGE
C 62222
EXP. 09/30/23
CIVIL
STATE OF CALIFORNIA

SITE INFORMATION:

MORGAN HILL

10095723

GENERATOR INSTALLATION PROJECT

1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

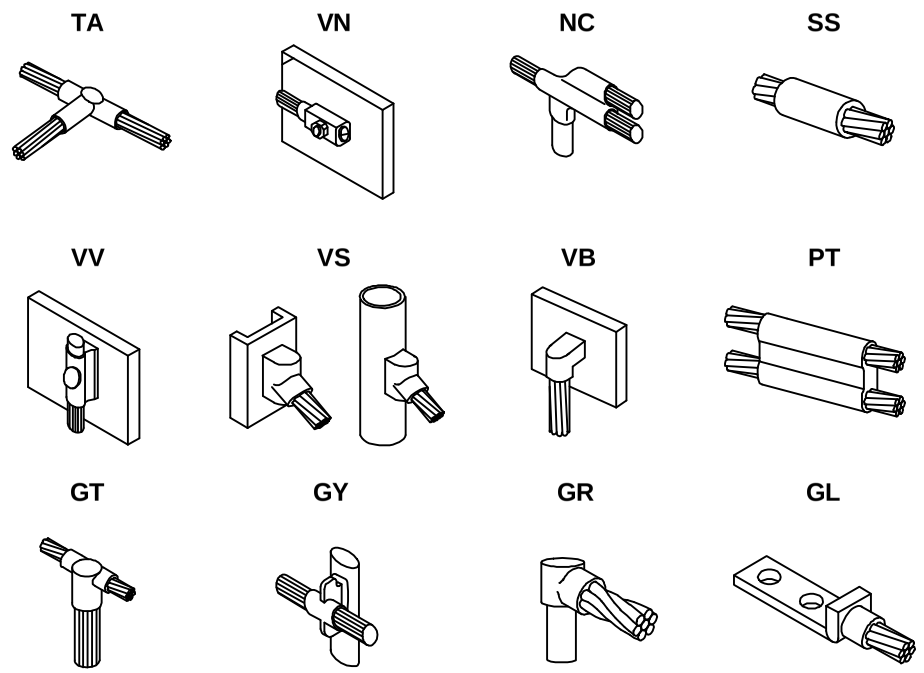
SHEET TITLE:

ELECTRICAL DETAILS

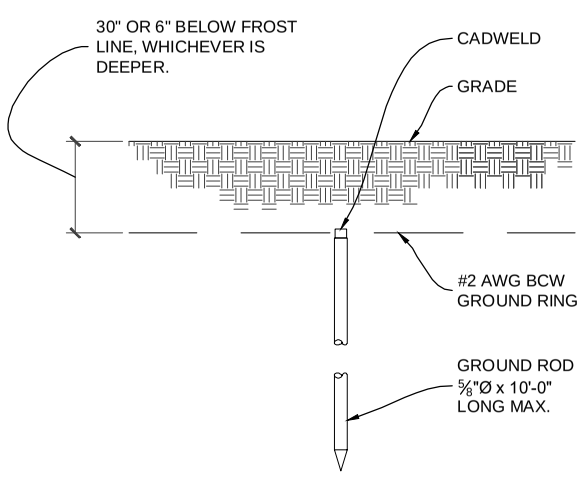
SHEET NUMBER:

E-2

G



CADWELD DETAILS



GROUND ROD DETAILS

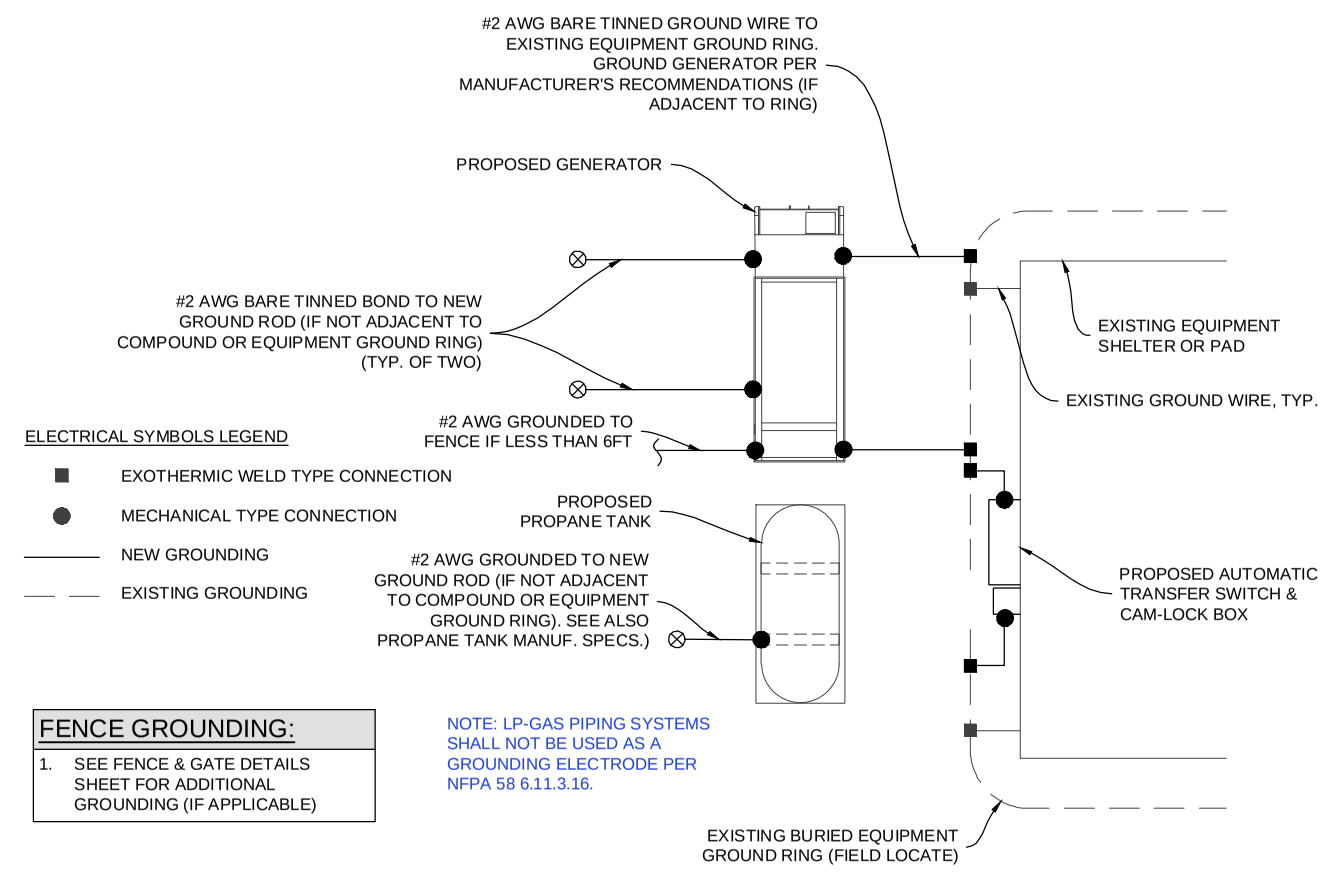
GROUND ROD NOTES:

1. GROUND RODS MAY BE:
   - COPPER CLAD STEEL
   - SOLID COPPER
2. GROUND RODS SHALL HAVE A MAXIMUM SPACING TWICE THE LENGTH OF ROD
3. SEE RESISTIVITY REPORT FOR VERIFICATION AS AVAILABLE
4. A LARGER CONDUCTOR SHALL BE REQUIRED IN AREAS HIGHLY PRONE TO LIGHTNING AND/OR AREAS WITH HIGHLY ACIDIC SOIL
5. GROUND RODS INSTALLED WITHIN CLOSE PROXIMITY TO TOWER OR WHEN SOIL IS AT OR BELOW 2,000 OHM-CM, SHALL BE GALVANIZED TO PREVENT GALVANIC CORROSION OF TOWER, (SEE ANSI/TIA-EIA-222)
6. PROVIDE (1) GROUND LEAD TO EACH SIDE OF THE GENERATOR

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

GROUNDING NOTES:

1. IF MORE THAN 20' FROM EXISTING GROUND RING, INSTALL GROUND ROD (5/8" x 10' SS). ROD SPACING: 8' MAX. TOP OF ROD AND GROUND WIRE TO BE BELOW FROST LINE.
2. CONTRACTOR SHALL COORDINATE INCOMING SERVICES WITH LOCAL UTILITIES PRIOR TO TRENCHING.
3. ALL CONDUCTORS SHALL BE COPPER, 75 DEGREES C RATED, AND CONDUCTOR INSULATION BE THWN OR THHN.
4. ALL TERMINATION SHALL BE LISTED AND IDENTIFIED FOR USE WITH 75°C RATED CONDUCTORS OPERATING AT 75°C.
5. GROUND FAULT PROTECTION REQUIRED FOR UTILITY RECEPTACLES.
6. GENERATOR NEUTRAL SHALL NOT BE GROUNDED AT THE GENERATOR. REFER TO SINGLE LINE DETAIL, SHEET E-1.
7. EQUIPMENT LOCATED OUTSIDE OR EXPOSED TO MOISTURE SHALL BE NEMA 3R RATED.
8. CONTRACTOR SHALL USE SCHEDULE 80 PVC CONDUIT THROUGH CONCRETE AND ABOVE GROUND, UNLESS OTHERWISE NOTED.
9. ALL NEWLY INSTALLED EQUIPMENT SHALL BE RATED "AT 10K AIC" MINIMUM. HIGHER RATINGS SHALL BE REQUIRED WHERE AVAILABLE FAULT CURRENT EXCEEDS THIS VALUE. EXACT FAULT CURRENT AVAILABLE SHALL BE COORDINATED WITH LOCAL UTILITY BASED ON EXACT CONDITIONS (XFMR SIZE, PERCENT IMPEDANCE, LENGTH OF CONDUCTORS, ETC).
10. EACH ABOVE-GRADE PORTION OF LP-GAS PIPING SYSTEM SHALL BE ELECTRICALLY CONTINUOUS AND BONDED TO AN EFFECTIVE GROUND-FAULT CURRENT PATH. CONTRACTOR TO INSTALL #2 AWG BARE TINNED COPPER WIRE FROM ABOVE-GRADE BLACK IRON PIPE SEGMENTS TO EXISTING GROUND RING OR NEW GROUND ROD.



FENCE GROUNDING:

1. SEE FENCE & GATE DETAILS SHEET FOR ADDITIONAL GROUNDING (IF APPLICABLE)

TYPICAL GROUNDING DIAGRAM

CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

REGISTERED PROFESSIONAL ENGINEER
DONALD WILLIAM GEORGE
C 62222
EXP. 09/30/23
CIVIL
STATE OF CALIFORNIA

SITE INFORMATION:

MORGAN HILL

10095723

GENERATOR INSTALLATION PROJECT

1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:

ELECTRICAL DETAILS

SHEET NUMBER:

E-3

G P N

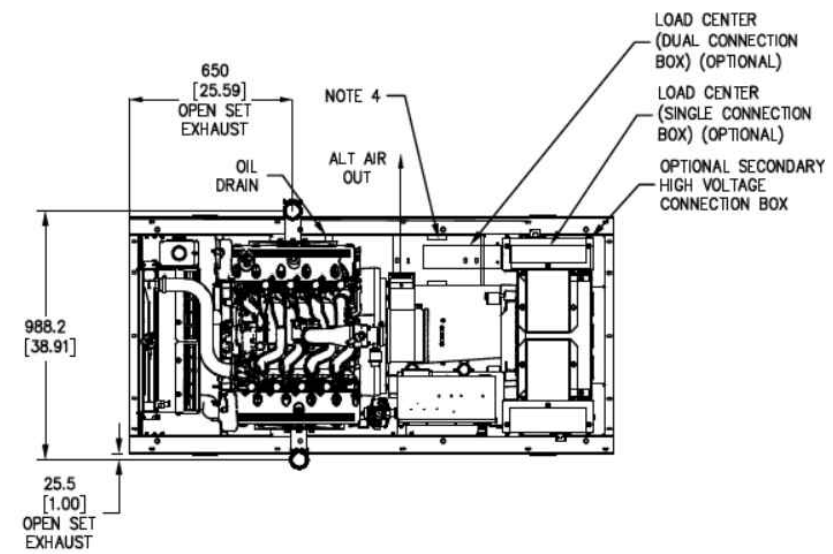
SH 1/3 REV F

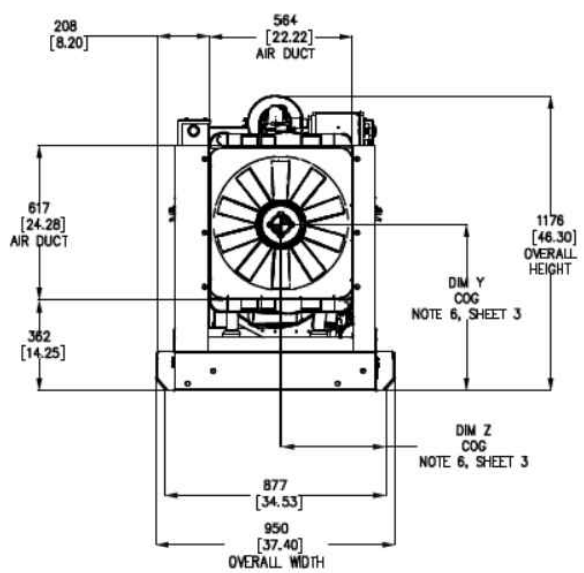
Notes:
1. CONTROL PANEL, (OPTIONAL BATTERY CHARGER INSIDE).
2. 120V, 20A GFCI & 250V, 15A OUTLET (OPTIONAL).
3. CONNECTION POINTS FOR CONTROL WIRES PROVIDED IN THE LOW VOLTAGE CONNECTION BOX (USE LOW VOLTAGE STUB-UP AREA).
4. BATTERY (12 VOLT NEGATIVE GROUND SYSTEM).
5. MAIN LINE CIRCUIT BREAKER (MLCB), AC LOAD LEADS. (DIMENSIONS MAY VARY DUE TO UNIT CONFIGURATION)
6. CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS.
7. ENGINE SERVICE CONNECTIONS:
   INLET NATURAL GAS = 1-1/4" NPT FEMALE COUPLING
   INLET DIESEL = N/A
   RETURN DIESEL = N/A
   OIL DRAIN – 1/2" NPT COUPLING
   RADIATOR DRAIN = N/A
   FLEX PIPE OUTLET – 2.5" I.D.
   EXHAUST OUTLET = N/A

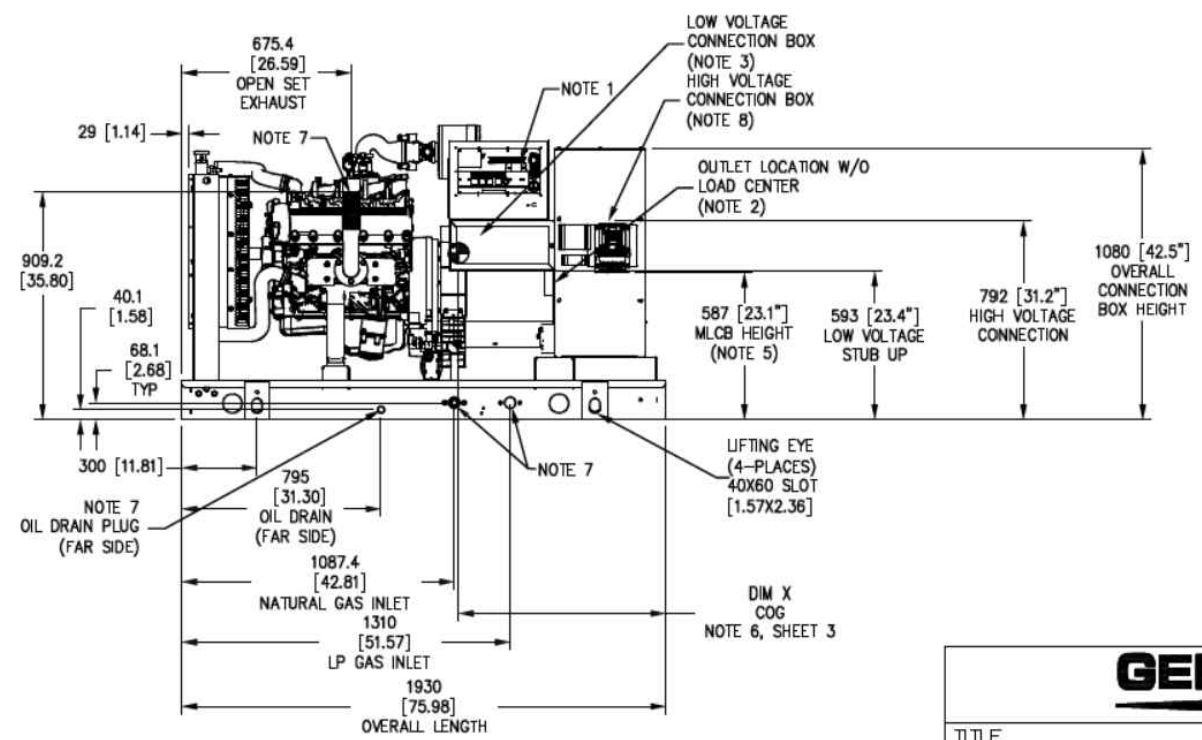
***** SEE GENERATOR SIZING GUIDE FOR FUEL PIPE SIZING TO SUIT APPLICATION *****

8. AUXILARY AC CONNECTION FOR UNIT OPTIONS ARE LOCATED IN HIGH VOLTAGE CONNECTION BOX, UNLESS AN OPTIONAL LOAD CENTER IS INSTALLED.
9. EXHAUST PIPES MAY BE ROTATED TO ALLOW MUFFLER TO POINT OUT TO THE RIGHT OR LEFT SIDE OF GENERATOR. (MAY NOT APPLY TO ALL UNITS)
10. GENERATOR SET MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND DISCHARGE AIR FROM THE RADIATOR IS NOT RECIRCULATED.
11. BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING AIR FLOW.
12. INSTALL EXHAUST BLANKETS ALONG THIS LINE.
13. CONNECT THE OPEN SET EXHAUST PER NFPA 37
14. BLANKETS SHOULD NOT COVER OXYGEN SENSOR.
15. OXYGEN SENSOR MUST BE MOUNTED BETWEEN ENGINE OUTLET AND SILENCER INLET AS SHOWN. IF ELBOW IS REQUIRED, ONLY SINGLE ELBOW MAY BE USED.
16. CATALIZED SILENCER (FOR EPA UNITS) MUST BE MOUNTED IN DESCRIBED POSITION. FAILING TO FOLLOW THESE INSTRUCTIONS WHEN INSTALLING A CERTIFIED ENGINE IN A PIECE OF STATIONARY EQUIPMENT VIOLATES FEDERAL LAW 40 CFR 1068.105(b), SUBJECT TO FINES OR PENALTIES AS DESCRIBED IN THE CLEAN AIR ACT.
17. BOLTS OR STUDS USED TO MOUNT UNIT TO PAD SHALL BE 5/8 – 11 GRADE 5.

ADDITIONAL NOTES:
FOR WEIGHT AND CENTER OF GRAVITY DATA SEE NOTE 6, AND SHEET 3.







DIMENSIONS ARE IN MILLIMETERS [INCHES]

DRAWING CREATED FROM PRO/ENGINEER 3D FILE. ECO MODIFICATION TO BE APPLIED TO SOLID MODEL ONLY.

INSTALLATION DRAWING

GENERAC POWER SYSTEMS OWNS THE COPYRIGHT OF THIS DRAWING WHICH IS SUPPLIED IN CONFIDENCE AND MUST NOT BE USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS SUPPLIED WITHOUT THE EXPRESS WRITTEN CONSENT OF GENERAC POWER SYSTEMS. ©GENERAC POWER SYSTEMS 2012

ELECTRONICALLY APPROVED
INSIDE WINDCHILL

GENERAC

TITLE
OPEN SET
G5.4L 60HZ: SG035, PG032
SG040, PG036, SG045, PG041
SG050, PG045

ISSUE DATE: 04/19/2016

SIZE	CAGE NO	DWG NO	REV
B	N/A	0J6865	F

SCALE 0.035 | WT-KG | SHEET 1 of 3

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

NOTE: OPEN SET CUTSHEET SHOWN. CONTRACTOR TO ORDER STEEL ENCLOSURE FOR GENSET - COORDINATE WITH CONSTRUCTION MANAGER.

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

FOR INFORMATION ONLY

SITE INFORMATION:
MORGAN HILL
10095723
GENERATOR INSTALLATION PROJECT
1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:
GENERATOR SPECIFICATIONS

SHEET NUMBER:
E-4.0

G P N

SH 3/3 REV F

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

NOTE:
CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS

OPEN SET

MODEL	VOLTAGE	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
SG035, PG032	220V, 240V, n 1	993 kg [2,190 lbs]	1113 [43.8]	569 [22.4]	455 [17.9]
SG040, PG036	220V, 240V, n 1				
SG045, PG041	220V, 240V, n 1	1,018 kg [2,245 lbs]	1098 [43.2]	566 [22.3]	
SG050, PG045	220V, 240V, n 1				
SG035, PG032/SG040, PG036/SG045, PG041/SG050, PG045	240V, n 1 (60kw UPSIZE)	1,023 kg [2,256 lbs]	1096 [43.1]	566 [22.3]	
SG035, PG032	208V, 240V, 400V, 480V, 600V	997 kg [2,199 lbs]	1111 [43.7]	568 [22.4]	
SG040, PG036	208V, 240V, 400V, 480V, 600V	1,007 kg [2,221 lbs]	1104 [43.5]	567 [22.3]	
SG045, PG041	208V, 240V, 400V, 480V, 600V	1,023 kg [2,256 lbs]	1096 [43.1]	566 [22.3]	
SG050, PG045	208V, 240V, 400V, 480V, 600V				
SG035, PG032/SG040, PG036/SG045, PG041/SG050, PG045	208V, 240V, 480V, 600V (60kw UPSIZE)	1,051 kg [2,318 lbs]	1120 [44.1]	552 [21.7]	460 [18.1]

STD ENCLOSURE, STEEL / STD ENCLOSURE, ALUMINUM

MODEL	VOLTAGE	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
SG035, PG032	220V, 240V, n 1	1,193 kg [2,631 lbs]	1147 [45.2]	596 [23.5]	428 [16.8]	1,092 kg [2,408 lbs]	1141 [44.9]	581 [22.9]	427 [16.8]
SG040, PG036	220V, 240V, n 1								
SG045, PG041	220V, 240V, n 1	1,218 kg [2,686 lbs]	1135 [44.7]	593 [23.4]		1,117 kg [2,463 lbs]	1127 [44.4]	578 [22.8]	
SG050, PG045	220V, 240V, n 1								
SG035, PG032/SG040, PG036/SG045, PG041/SG050, PG045	240V, n 1 (60kw UPSIZE)	1,223 kg [2,697 lbs]	1133 [44.6]	593 [23.3]		1,122 kg [2,474 lbs]	1125 [44.3]	578 [22.7]	
SG035, PG032	208V, 240V, 400V, 480V, 600V	1,197 kg [2,639 lbs]	1146 [45.1]	595 [23.4]		1,096 kg [2,417 lbs]	1140 [44.9]	580 [22.8]	
SG040, PG036	208V, 240V, 400V, 480V, 600V	1,207 kg [2,662 lbs]	1140 [44.9]	594 [23.4]		1,106 kg [2,439 lbs]	1133 [44.6]	579 [22.8]	
SG045, PG041	208V, 240V, 400V, 480V, 600V	1,223 kg [2,697 lbs]	1133 [44.6]	593 [23.3]		1,122 kg [2,474 lbs]	1125 [44.3]	578 [22.7]	
SG050, PG045	208V, 240V, 400V, 480V, 600V								
SG035, PG032/SG040, PG036/SG045, PG041/SG050, PG045	208V, 240V, 480V, 600V (60kw UPSIZE)	1,251 kg [2,759 lbs]	1151 [45.3]	581 [22.9]	432 [17.0]	1,150 kg [2,536 lbs]	1146 [45.1]	565 [22.2]	431 [17.0]

L1A ENCLOSURE, STEEL / L1A ENCLOSURE, ALUMINUM

MODEL	VOLTAGE	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
SG035, PG032	220V, 240V, n 1	1,229 kg [2,710 lbs]	1102 [43.4]	596 [23.5]	428 [16.9]	1,108 kg [2,442 lbs]	1119 [44.1]	581 [22.9]	427 [16.8]
SG040, PG036	220V, 240V, n 1								
SG045, PG041	220V, 240V, n 1	1,254 kg [2,765 lbs]	1091 [42.9]	593 [23.4]		1,133 kg [2,497 lbs]	1106 [43.6]	579 [22.8]	
SG050, PG045	220V, 240V, n 1								
SG035, PG032/SG040, PG036/SG045, PG041/SG050, PG045	240V, n 1 (60kw UPSIZE)	1,259 kg [2,776 lbs]	1089 [42.9]	593 [23.4]		1,138 kg [2,508 lbs]	1104 [43.5]	578 [22.8]	
SG035, PG032	208V, 240V, 400V, 480V, 600V	1,233 kg [2,719 lbs]	1100 [43.3]	596 [23.5]		1,112 kg [2,451 lbs]	1118 [44.0]	581 [22.9]	
SG040, PG036	208V, 240V, 400V, 480V, 600V	1,243 kg [2,741 lbs]	1095 [43.1]	595 [23.4]		1,122 kg [2,473 lbs]	1112 [43.8]	580 [22.8]	
SG045, PG041	208V, 240V, 400V, 480V, 600V	1,259 kg [2,776 lbs]	1089 [42.9]	593 [23.4]		1,138 kg [2,508 lbs]	1104 [43.5]	578 [22.8]	
SG050, PG045	208V, 240V, 400V, 480V, 600V								
SG035, PG032/SG040, PG036/SG045, PG041/SG050, PG045	208V, 240V, 480V, 600V (60kw UPSIZE)	1,287 kg [2,838 lbs]	1107 [43.6]	582 [22.9]	432 [17.0]	1,166 kg [2,570 lbs]	1125 [44.3]	566 [22.3]	431 [17.0]

L2A ENCLOSURE, STEEL / L2A ENCLOSURE, ALUMINUM

MODEL	VOLTAGE	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
SG035, PG032	220V, 240V, n 1	1,298 kg [2,862 lbs]	1163 [45.8]	659 [26.0]	429 [16.9]	1,138 kg [2,508 lbs]	1150 [45.3]	613 [24.2]	427 [16.8]
SG040, PG036	220V, 240V, n 1								
SG045, PG041	220V, 240V, n 1	1,323 kg [2,917 lbs]	1151 [45.3]	656 [25.8]		1,163 kg [2,563 lbs]	1136 [44.7]	610 [24.0]	
SG050, PG045	220V, 240V, n 1								
SG035, PG032/SG040, PG036/SG045, PG041/SG050, PG045	240V, n 1 (60kw UPSIZE)	1,328 kg [2,928 lbs]	1149 [45.2]	655 [25.8]		1,168 kg [2,574 lbs]	1134 [44.6]	610 [24.0]	
SG035, PG032	208V, 240V, 400V, 480V, 600V	1,302 kg [2,871 lbs]	1161 [45.7]	659 [25.9]		1,142 kg [2,517 lbs]	1148 [45.2]	613 [24.1]	
SG040, PG036	208V, 240V, 400V, 480V, 600V	1,312 kg [2,893 lbs]	1156 [45.5]	657 [25.9]		1,152 kg [2,539 lbs]	1142 [45.0]	612 [24.1]	
SG045, PG041	208V, 240V, 400V, 480V, 600V	1,328 kg [2,928 lbs]	1149 [45.2]	655 [25.8]		1,168 kg [2,574 lbs]	1134 [44.6]	610 [24.0]	
SG050, PG045	208V, 240V, 400V, 480V, 600V								
SG035, PG032/SG040, PG036/SG045, PG041/SG050, PG045	208V, 240V, 480V, 600V (60kw UPSIZE)	1,356 kg [2,990 lbs]	1165 [45.9]	643 [25.3]	432 [17.0]	1,196 kg [2,636 lbs]	1153 [45.4]	566 [22.3]	431 [17.0]

DRAWING CREATED FROM PRO/ENGINEER 3D FILE. ECO MODIFICATION TO BE APPLIED TO SOLID MODEL ONLY.

INSTALLATION DRAWING

GENERAC POWER SYSTEMS OWNS THE COPYRIGHT OF THIS DRAWING WHICH IS SUPPLIED IN CONFIDENCE AND MUST NOT BE USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS SUPPLIED WITHOUT THE EXPRESS WRITTEN CONSENT OF GENERAC POWER SYSTEMS. ©GENERAC POWER SYSTEMS 2012

ELECTRONICALLY APPROVED
INSIDE WINDCHILL

GENERAC

TITLE
WEIGHT & CENTER OF GRAVITY
G5.4L 60HZ: SG035, PG032
SG040, PG036, SG045, PG041
SG050, PG045

ISSUE DATE: 04/06/2016

SIZE	CAGE NO	DWG NO	REV
B	N/A	0J6865	F

SCALE 0.035 | WT-KG | SHEET 3 of 3

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

FOR INFORMATION ONLY

SITE INFORMATION:
MORGAN HILL
10095723
GENERATOR INSTALLATION PROJECT
1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:
GENERATOR SPECIFICATIONS

SHEET NUMBER:
E-4.1

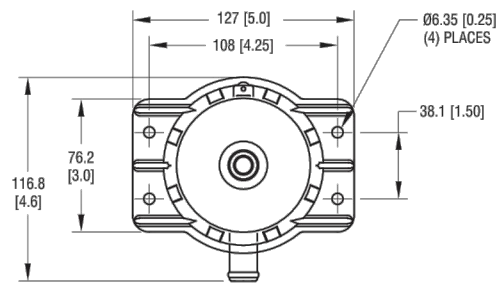
G P N

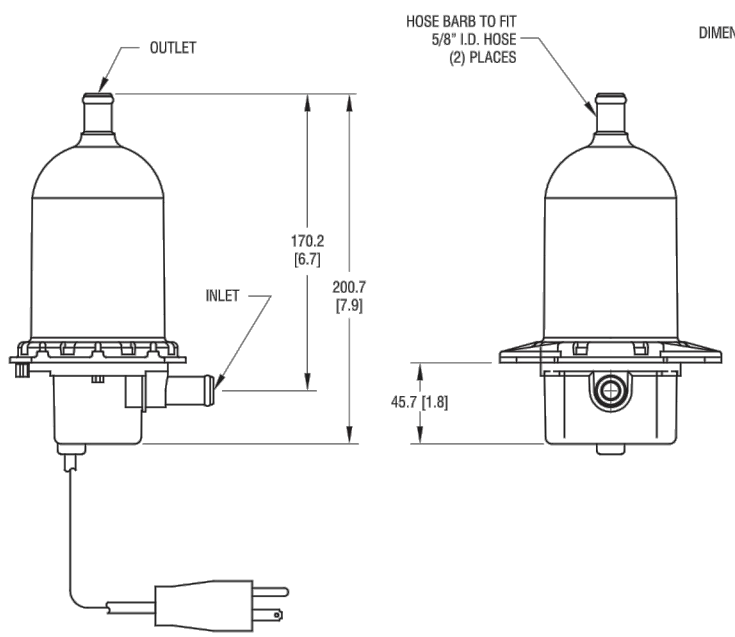
GENERAC | INDUSTRIAL POWER

COOLANT HEATER OPTION
1500 WATT, 120VAC

SPECIFICATIONS:

VOLTAGE: 120VAC HEAT POWER: 1500W
Fixed Thermostat: 60°- 80°F
HEATING ELEMENT: INCOLOY 800
MAXIMUM PRESSURE: 90 PSI (620 kPa)
PLUG NEMA STD: 5-15P





 © 2015 Generac Power Systems, Inc. All rights reserved. All specifications are subject to change without notice.

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

GENERAC | INDUSTRIAL POWER

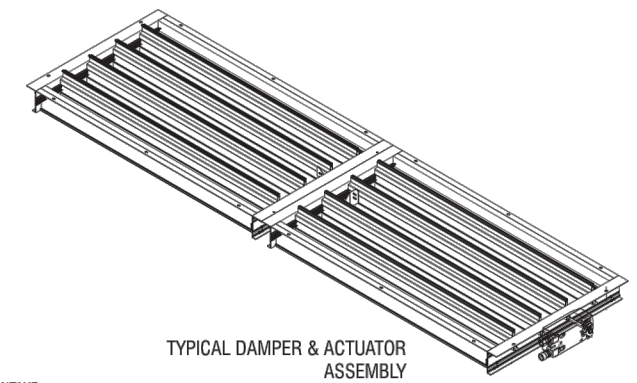
MOTORIZED DAMPER KITS
10-600kW Gensets

Description
The optional Motorized Damper kits improve heat retention inside genset enclosures in cold climate conditions. Damper assemblies are held closed by energized actuators when the genset is not running, and spring open when the actuator de-energizes when a genset start/run signal is present.

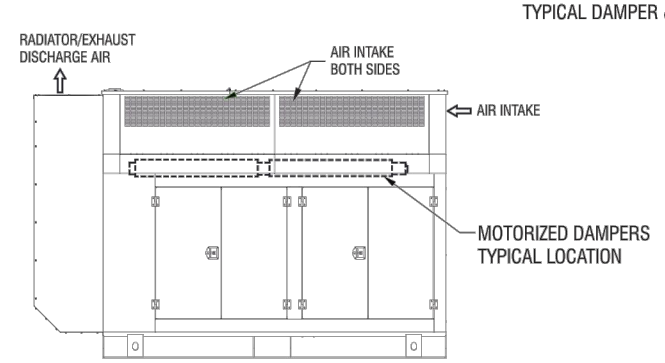
Actuator
- Spring-Return Direct Coupled Actuator
- 90 in-lb torque (10 Nm)
- Accepts 24-240VAC 50/60Hz power supply
- Ambient Temp Range: -22ºF to 122ºF (-30ºC to 50ºC)
- Ambient Humidity: 95%, non-condensing
- Manual override
- Optional auxiliary switches, two SPDT
- Factory wired to unit-mounted load center, 120VAC
- CE/CUL Listed

DAMPER ACTUATOR

Dampers
- Frame construction: Extruded aluminum
- Damper blades: Aluminum shell injected with polyurethane
- Non-metalic side seals to reduce thermal bridging
- Maintenance-free bearings and linkage
- Blade Seals: Extruded EPDM
- Frame Seals: Extruded Silicone
- Leakage Class: 1A @ 1" WC (0.25 kPa) static presure differential (AMCA Certified)



TYPICAL DAMPER & ACTUATOR ASSEMBLY



LEVEL 2 ACOUSTIC ENCLOSURE WITH MOTORIZED DAMPERS

 © 2019 Generac Power Systems, Inc. All rights reserved. All specifications are subject to change without notice.

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

FOR INFORMATION ONLY

SITE INFORMATION:
MORGAN HILL
10095723
GENERATOR INSTALLATION PROJECT
1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:
GENERATOR SPECIFICATIONS

SHEET NUMBER:
E-4.2

G P N

GENERAC | INDUSTRIAL POWER

125 A LOAD CENTER

DESCRIPTION

The 125 AMP Load Center is a unit-mounted distribution panel utilized for optional equipment on all Generac generators utilizing H-100, PM-GC, or PM-PC control systems. This main lug load center includes all of the circuit breakers required for the coolant heater, battery charger, and other factory-installed AC loads within the generator set. The load center also serves as a convenient connection point for the customer's utility feed for AC loads. All breakers are labeled for specific load circuits.

SPECIFICATIONS

- Siemens Part Numbers:
  - NEMA 1: E0816ML1125SCU (Applies to Open Gensets)
  - NEMA 3R: W0816ML1125CU (Applies to Enclosed Gensets)
- 125 AMP Main Lugs EQ Load Center
- 100,000A IR
- 1Ø, Copper Bus
- UL Listed
- Siemens QP Type Circuit Breakers
- Maximum of 8 Single Pole Breakers
- Maximum of 4 Two Pole 240 V Breakers
- Mounted on Genset Frame Near Control Panel/Display Unit*

DIMENSIONS (IN)

	H	W	D
NEMA 1	14.75	12.375	3.87
NEMA 3R	14.75	12.128	4.25

*Please refer to applicable generator set installation drawing for load center location details.

LOAD CENTER

1 OF 1

 © 2020 Generac Power Systems, Inc. All rights reserved. All specifications are subject to change without notice.

Part No. 0183630SSD
Rev. F 03/18/20

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

FOR INFORMATION ONLY

SITE INFORMATION:

MORGAN HILL

10095723

GENERATOR INSTALLATION PROJECT

1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:

GENERATOR SPECIFICATIONS

SHEET NUMBER:

E-4.3

G P N

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

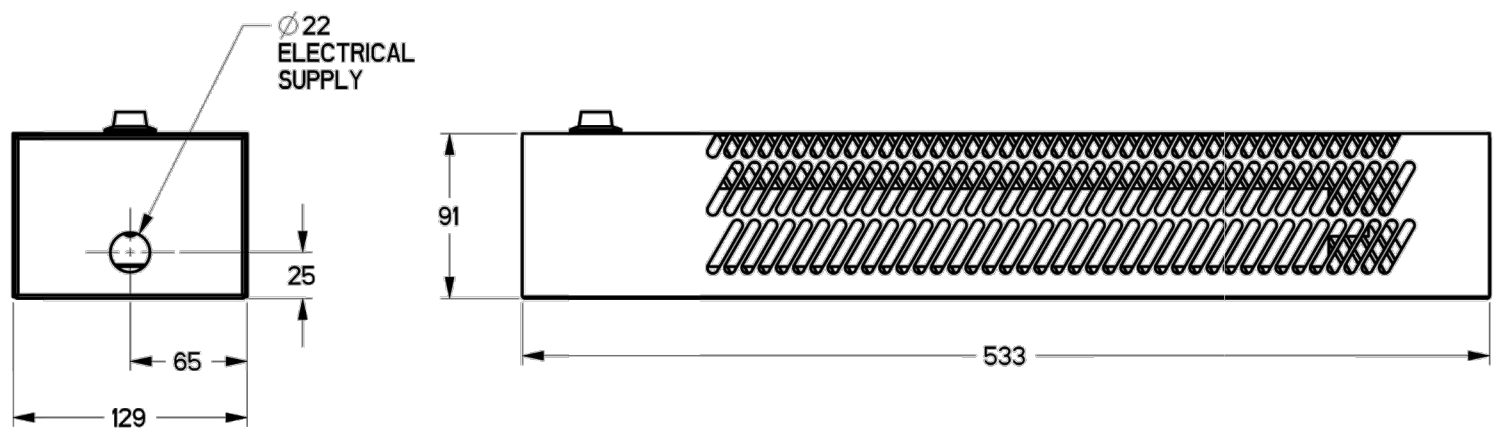
SH 1/1 REV

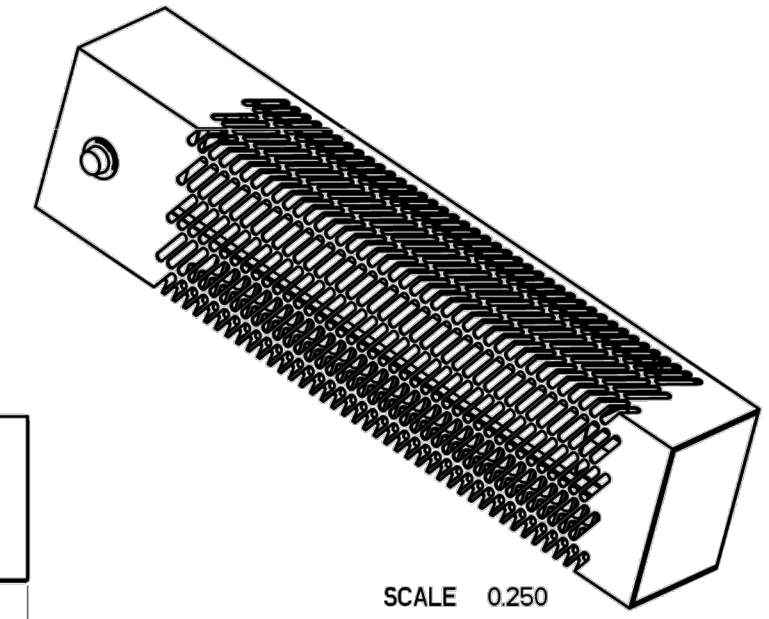
SPECIFICATIONS:

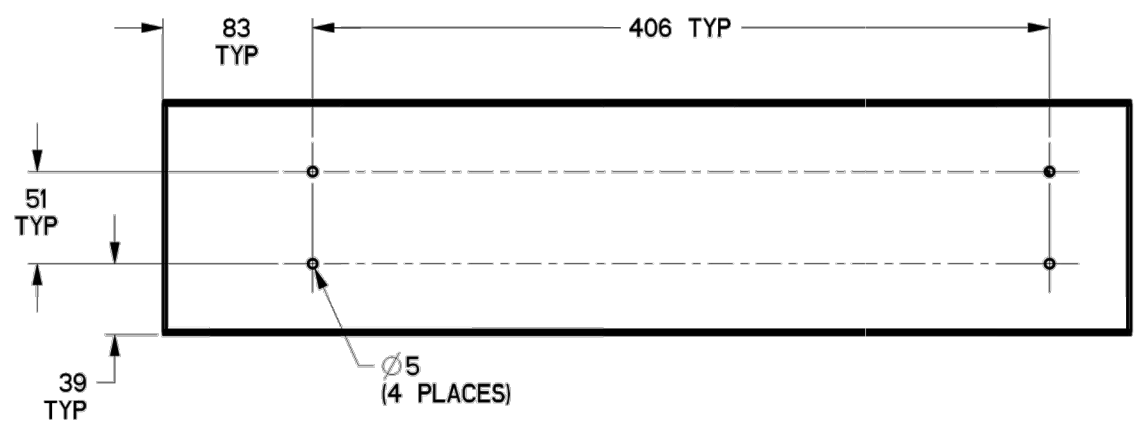
MANUFACTURER- Q MARK
MFG. MODEL #WHT500
120V/240V
4.2/2.0 AMPS
500 WATTS - 1706 BTU
40° TO 70° TEMP. RANGE

SUPPLIER:

GRAINGER
N21 W23020 WATERTOWN RD
WAUKESHA, WI 53188-1001
GRAINGER ITEM #3UH18
(262) 547-4430







SALES SPECIAL

DRAWING CREATED FROM PRO/ENGINEER 3D FILE. ECO MODIFICATION TO BE APPLIED TO SOLID MODEL ONLY.

01/10/13	J-3873-B	REDRAWN IN CREO

GENERAL TOLERANCES UNLESS NOTED
THIRD ANGLE PROJECTION
INTERPRET DIM AND TOL PER ASME Y14.5M-1994

DATUM INDICATING SYMBOL	PERPENDICULARITY
POSITION	ANGULARITY
PROFILE OF A SURFACE	CIRCULAR RUNOUT
FLATNESS	PARALLELISM

GENERAC POWER SYSTEMS OWNS THE COPYRIGHT OF THIS DRAWING WHICH IS SUPPLIED IN CONFIDENCE AND MUST NOT BE USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS SUPPLIED WITHOUT THE EXPRESS WRITTEN CONSENT OF GENERAC POWER SYSTEMS. © GENERAC POWER SYSTEMS 2010

APPROVALS		DATE
DRAWN BY	JMG	02/19/01
CHECKED BY		
MFG ENG		
APPROVED BY		
FIRST USE:	SPECIAL APPS	

ELECTRONICALLY APPROVED INSIDE WINDCHILL
LIFECYCLE STATE:

GENERAC

TITLE
HEATER, ELECTRIC 120/240V 500W

MATERIAL	GENERAC MATL SPECIFICATION	PAINT SURFACE FINISH
STEEL_G10080	GMS-4100	

SIZE	CAGE NO	DWG NO	REV
B	N/A	0D3467	B

SCALE 0.300 WT-KG 2.13 SHEET 1 of 1

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

FOR INFORMATION ONLY

SITE INFORMATION:
MORGAN HILL
10095723
GENERATOR INSTALLATION PROJECT
1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:
GENERATOR SPECIFICATIONS

SHEET NUMBER:
E-4.4

TTS Series
Switches

GENERAC | INDUSTRIAL POWER

200 Amps
600 VAC

TAS200

200A Automatic Transfer Switch

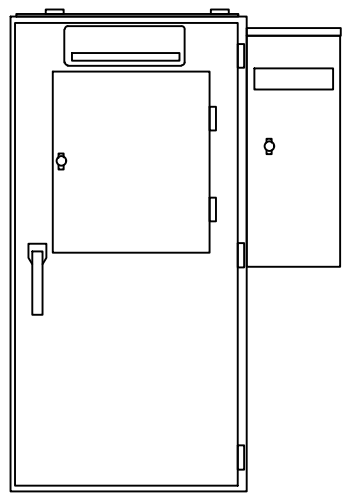
The Generac TAS200 Automatic Transfer Switch

Flexibility for multiple application installations

Multiple generator support with 3 source panel

Designed with a 6 inch touch screen controller for improved user interface

Camlock functionality for mobile generator sources



Features

- STEEL CONSTRUCTION
- NEMA 3R ENCLOSURE WITH HINGED "PADLOCKING" DOORS
- STAINLESS STEEL HARDWARE
- CAMLOCK "QUICK CONNECT" CAPABILITY
- OPERATIONAL STATUS VIEW VIA 6 INCH TOUCH SCREEN
- TEST FUNCTION - FAST TEST & NORMAL TEST
- UL1008 LISTED - FOR EMERGENCY SYSTEMS

Optional Features

- EXTENDED WARRANTY
- THREE-PHASE VOLTAGE CONFIGURATIONS

Codes and Standards

Generac products are designed to the following standards:

UL1008,
UL508,
UL50,
CSA C22.2 No. 178

NEC 700, 701 and 702

NEMA 250

Application and Engineering Data

Cabinet Specifications	
Dimensions	24"W x 12"D x 48"H
Weight	210 lbs.
Construction	Single Chamber with Main Door
	Steel
	UL Type / NEMA 3R Rated
	Powder Coat Finish for Corrosion Resistance
	C-UL-US Listed - Automatic Transfer Switch
	Stainless Steel Hardware
	3-Point Latching System with Pad-Lockable Handles
Mounting Options	Wall
	H-frame
Installed	Pre-wired alarm terminal strip

Electrical Specifications	
Voltage/Phase/Amps	120/240 Single-Phase, 200A 120/208 3-Phase, 200A 120/240 3-Phase, 200A
Breaker	Eaton 200 amp Utility Breaker
	Eaton 200 amp Generator Breaker
Maximum RMS Symmetrical Fault Current - Amps	25k AIC Rated
Protective Device Continuous Rating (Max) Amp	200
Input to Generator	350MCM - #6 AWG
Output to Site	350MCM - #6 AWG
Generator Annunciator Connector	Deutsch DTM04-12PA-L012
Alarm Terminal Board	Generator Run Alarm
	Generator Fail - Shutdown Alarm
	Generator Fail - Non Shutdown Alarm
	Low Fuel Alarm
	Generator Theft Alarm
	AC Utility Fail Alarm

GENERAC ATS SPECIFICATIONS

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

FOR INFORMATION ONLY

SITE INFORMATION:
MORGAN HILL
10095723
GENERATOR INSTALLATION PROJECT
1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:
ATS SPECIFICATIONS

SHEET NUMBER:
E-5.0

GENERAC | INDUSTRIAL POWER

TTS Control Systems

INDICATORS AND BUTTONS

. System Ready indicator . Standby Operating indicator . Utility Available indicator . GEN/UTIL Switch Position indicator . TVSS status	. Normal Test button . Fast Test button . Return to Normal button . Reset button . Exercising indicator

DETAILS SCREEN

System Settings:

. System Voltage/Phases:
- 120/240V single phase (standard)
- 120/208V three phase (optional)
- 120/240V three phase (optional)

. Utility Fail Monitor:
- Under Voltage: 75-95% of nominal voltage
- Over Voltage: 105%-125% of nominal voltage
- Pickup (hysteresis): fixed at 5 volts
- Delay time: 0-60s

. Utility Interrupt Delay: 0-60s
. Return to Utility Timer: 1-30 minutes
. Transfer:
- In-phase, or
- Time-Delay-Neutral at 0.0-10.0s in 1 second increments

Engine Settings:

. Engine Warm-up timer: 0-20 minutes
. Generator Load Accept:
- Time-Delay-Neutral at 0.0-10.0s in 1 sec increments
- Voltage: 85-95% of nominal
- Frequency: 85-95% of nominal

. Engine Minimum Run Timer: 5-30 minutes
. Engine Cooldown Timer: 0-20 minutes

Exercise Settings:

. Time of day
. Day of week
. Exercise:
- Exercise with/without load
- Exercise once every 1, 2, or 4 weeks.
- Exercise time-of-day
- Exercise day of week
- Exercise duration: 15-30 minutes

Screen Settings:

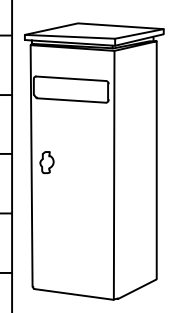
. Brightness & Contrast button
. Screen Calibration button
. Startup/Clean screen

Diagnostics:

. Digital I/O bits status
. Voltage A/D readings

Mimic Diagram:

. System Ready
. Transfer switch position
. Utility available
. Standby available
. Maintenance/Auto switch position
. Generator source TS position
. TVSS status

Camlock Component		
Camlock Component	Shipped loose for multiple installation options	
Dimensions	9" W x 9.4" D x 24.25" H	
200A Camlock Generator Connection	Single-Phase: Black L1, Red L2, White-Neutral, Green-Ground	
	3-Phase: Black L1, Red L2, Blue L3, White-Neutral, Green-Ground	
	Uses 4 CH E1016 Male Connectors	
	Mating Connector - CH E1016 Female	

CAM-LOCK BOX SPECIFICATIONS

APPROVED COPY
These plans must be kept on the job at all times
CITY OF MORGAN HILL
Reviewed for Code Compliance
eric.blomquist, 11/08/2021

at&t

GENERAL DYNAMICS
Information Technology

GEOSTRUCTURAL
PO BOX 2621, BOISE, ID 83701
530.539.4787
CONTACT@GEOSTRUCTURAL.COM
WWW.GEOSTRUCTURAL.COM

REVISIONS

REV	DATE	DESCRIPTION	INT
2	11/02/21	PLAN REVIEW COMMENTS	JAD
1	09/16/21	REVISED GEN LOCATION	BM
0	02/25/21	ISSUED FOR CONSTRUCTION	JCM

CHECKED BY: GGD

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMES IS STRICTLY PROHIBITED.

FOR INFORMATION ONLY

SITE INFORMATION:
MORGAN HILL
10095723
GENERATOR INSTALLATION PROJECT
1305 WEST DUNNE AVENUE
MORGAN HILL, CA 95037

JURISDICTION USE:

SHEET TITLE:
CAM-LOCK BOX SPECIFICATIONS

SHEET NUMBER:
E-5.1

126-04-04-013

FIRST AMENDMENT TO AGREEMENT
NEW CINGULAR WIRELESS PCS, LLC, d/b/a AT&T WIRELESS (CNU3263 / CCL03263)

This FIRST AMENDMENT TO AGREEMENT ("FIRST AMENDMENT") is entered into and becomes effective on 3/9/18 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, NEW CINGULAR WIRELESS PCS, LLC, (d/b/a AT&T WIRELESS) a Delaware limited liability company, successor in interest to BAY AREA CELLULAR TELEPHONE COMPANY ("COMPANY").

RECITALS

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

1. This FIRST AMENDMENT is entered into based upon City of Morgan Hill City Council approval on February 21, 2018.

2. The CITY and COMPANY entered into that "Property Use Agreement" made as of May 20, 2004, for the granting to the COMPANY the right to use certain portions of El Toro Mountain ("AGREEMENT"). The AGREEMENT is attached as Exhibit "A" to this FIRST AMENDMENT.

3. Section 17 of the AGREEMENT provides for the transfer or assignment of the rights provided to COMPANY in the AGREEMENT to a successor in interest. BAY AREA CELLULAR TELEPHONE COMPANY has undergone mergers and reorganization and NEW CINGULAR WIRELESS PCS, LLC is the legal entity that is now the successor in interest.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the AGREEMENT, as attached as Exhibit "A," shall remain in full force and effect; except that the following amendments shall be made as set forth below:

A. Section 2, Paragraph B shall be deleted and replaced in its entirety by the following:

"B. Option to Extend

Effective as of May 20, 2018, COMPANY shall have the option to extend the term of this AGREEMENT beyond the initial term described herein for four additional five (5) year periods on the same terms, covenants and conditions that are contained in this AGREEMENT; CITY shall increase the USE CHARGE during the option period in the manner as provided in Section 3B below. **COMPANY shall exercise its option to extend this AGREEMENT, if at all; by providing CITY with a written notice that COMPANY intends to exercise its option no later than one hundred and eighty (180) days prior to the EXPIRATION DATE.**"

B. Section 3, Paragraph A shall be deleted and replaced in its entirety by the following:

"A. Charge and Payment

Commencing upon May 20, 2018, the USE CHARGE shall increase to the sum of

$50,000 per year which is subject to subsequent annual adjustment as provided below.

The USE CHARGE shall be due and payable in full on each anniversary of the EFFECTIVE DATE ("Anniversary Date") without offset, in advance. COMPANY shall make all payments to CITY at the following address:

City of Morgan Hill
Finance Department
17575 Peak Avenue
Morgan Hill, California 95037

Initial payment by COMPANY for adjustments made for addition of antennae, pursuant to Exhibit E shall be due and payable at the address set forth above on the date CITY approves placement of said additional antennae on the ANTENNA FACILITIES, and shall be prorated to reflect the remainder of the year of the Term ("Term Year"). CITY shall reimburse COMPANY for Adjustments reflecting removal of antenna(e) no later than sixty (60) days after COMPANY notifies CITY in writing of the completion of such removal. Adjustments to reflect removal of antenna(e) shall be prorated to reflect the portion of the Term Year remaining after CITY receives said written notice of such removal."

C. Section 15 shall be deleted and replaced in its entirety by the following:

"**SECTION 15.** **NOTICES**.

Except as otherwise specifically set forth and allowed under this AGREEMENT, all notices, requests, demands and communications herein required to be given or which may be given by either party to the other shall be deemed to have been fully given when served personally on CITY or COMPANY, or when made in writing and given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

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

With a copy to: Office of the City Attorney
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

To COMPANY: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site No.: CNU3263/CCL03263; Cell Site Name: Morgan Hill (CA)
Fixed Asset No.: 10095723
575 Morosgo Drive
Atlanta, GA 30324

With a required copy of the notice sent to:

New Cingular Wireless PCS, LLC
AT&T Legal Department - Network
Attn: Network Counsel
Re: Cell Site No.: CNU3263/CCL03263; Cell Site Name: Morgan Hill (CA)
Fixed Asset No.: 10095723
208 South Akard Street
Dallas, TX 75202-4206

Either party may change its address for notice by notifying the other party in the manner provided in this Paragraph."

D. Exhibit E – RATE SCHEDULE shall be deleted and replaced in its entirety by the following:

"EXHIBIT E

RATE SCHEDULE

Charges For Attachment Of Telecommunication Antennas/Equipment To City Of Morgan Hill-Owned Properties

The rates noted below are for Fiscal Year 2017-18 ending June 30, 2018; rates increase annually by 3%. The USE CHARGE shall be further adjusted as described in Section 3.B if COMPANY exercises its options to extend thisAGREEMENT, as provided for in Section 2.B.

9 - 11 antennae **and/or** foundation/surface area containing equipment or cabinet is 150 to 300 square feet	$50,000 per annum
12 to 14 antennae **and/or** foundation/surface area containing equipment or cabinet is 301 to 450 square feet	$60,000 per annum
15 antennae **and/or** foundation/surface area containing equipment or cabinet is 451 to 650 square feet	$70,000 per annum
Requests for facilities containing more than 15 antennae and/or foundation/surface area containing equipment in excess of 650 square feet shall be reviewed and priced on a case-by-case basis"	

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

ATTEST:

Deputy City Clerk
Date: 3/12/18

APPROVED AS TO FORM:

Assistant City Attorney
Date: 3-5-18

CITY OF MORGAN HILL

City Manager
Date: 3/9/18

NEW CINGULAR WIRELESS PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

By: Michael Guibord
Title: Director Construction & Engineering
Print Name and Title of Signer.
Date: 2/5/18

Exhibit A

04202

NON-EXCLUSIVE INSTALLATION AND PROPERTY USE AGREEMENT BETWEEN THE CITY OF MORGAN HILL AND AT&T WIRELESS

This NON-EXCLUSIVE INSTALLATION AND PROPERTY USE AGREEMENT is made and entered into by and between the CITY OF MORGAN HILL, a municipal corporation ("CITY"), and BAY AREA CELLULAR TELEPHONE COMPANY, d/b/a AT&T WIRELESS, a California general partnership, ("COMPANY"), upon execution by CITY ("EFFECTIVE DATE").

RECITALS

WHEREAS, CITY is the owner of that certain real property located at El Toro Hill, Assessor's Parcel Number 773-9-15, Santa Clara County, Morgan Hill, California, more particularly described on the "Property Description," attached hereto as Exhibit A and incorporated herein by this reference ("PROPERTY"); and

WHEREAS, COMPANY has constructed and installed at no cost to CITY certain telecommunications facilities and appurtenant structures on PROPERTY owned by CITY to provide its services, which services are more particularly described in Exhibit B, attached hereto and incorporated herein, ("SERVICES") in and around CITY, and,

WHEREAS, in order to provide SERVICES, COMPANY desires to obtain from CITY and CITY desires to grant to COMPANY the right to use certain portions of the PROPERTY, which portions are further described in Exhibit C (the "LICENSED AREAS"), which is attached hereto and incorporated herein, for the purposes of installing, maintaining and operating a telecommunication facility and associated equipment to provide SERVICES, which antenna and associated equipment are more particularly described on the "Telecommunications Facility Description" attached hereto as Exhibit D and incorporated herein ("TELECOMMUNICATIONS FACILITY"); and

WHEREAS, CITY desires to have the SERVICES available in CITY in accordance with the terms and conditions contained in this AGREEMENT.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RIGHT TO USE CITY PROPERTY.

A. Right to Use. CITY hereby grants COMPANY the right to use the LICENSED AREA on a non-exclusive basis, for the purpose of installing, maintaining and operating the TELECOMMUNICATIONS FACILITY to provide SERVICES and for no other purpose.

B. Access.

1. COMPANY will be given reasonable access to the LICENSED AREA between the hours of 6:00 a.m. and 6:00 p.m. to repair or maintain the LICENSED AREA, including the telecommunications facility, antennas, and associated equipment, provided COMPANY provides CITY with at least one (1) hour verbal notice of the times that COMPANY will need access to that portion of the LICENSED AREA located on the PROPERTY. Such notice will be given to the Police Support Services Supervisor, or his/her designee. To obtain access to the site, a COMPANY employee or authorized vendor must obtain a key to the LICENSED AREA on the PROPERTY by appearing at the Police Department, located at 17605 Monterey Road, and providing proper identification to the Police Support Services Supervisor, or his/her designee.

2. If COMPANY desires access to the site for the purposes of construction, demolition, or any repair that requires more than two vehicles and more than eight (8) hours of on-site work, COMPANY will be given reasonable access provided COMPANY provides CITY with at least five (5) days prior written notice of the times that COMPANY will need access to that portion of the LICENSED AREA located on the PROPERTY and at least forty-eight (48) hours' actual prior oral notice to CITY of the times that COMPANY will need access to any other portion of the LICENSED AREA or PROPERTY. The CITY'S Senior Building Inspector/Facilities Maintenance Coordinator shall be CITY'S contact for these purposes, unless CITY otherwise indicates in writing. To obtain access to the site, a COMPANY employee or authorized vendor must obtain a key to the LICENSED AREA on the PROPERTY by appearing at the Police Department, located at 17605 Monterey Road, and providing proper identification to the Police Support Services Supervisor, or his/her designee.

3. If an emergency repair of the LICENSED AREA, including the telecommunications facility, antennas, and associated equipment is necessary, COMPANY may be allowed reasonable access to the LICENSED AREA between 6:00 p.m. and 6:00 a.m., provided that COMPANY obtains the Police Support Services Supervisor's prior permission to enter the LICENSED AREA.

The CITY shall provide COMPANY with the phone number of the Police Support Services Supervisor, which number shall permit contact with the Police Support Services Supervisor, or his/her designate, twenty-four hours per day.

4. COMPANY shall allow a representative of the CITY to observe any repair, maintenance or removal work performed at the LICENSED AREA or any other portion of the PROPERTY.

C. Relocation and Removal.

1. During the first two terms of this agreement, CITY may require relocation of the TELECOMMUNICATIONS FACILITY once per term, at the COMPANY'S

sole expense, to a location designated by CITY, provided that CITY shall provide COMPANY 90 days written notice in which to prepare plans and submit applications to acquire required building permits, land use approvals, FCC approvals, and any other relevant consent from agencies of pertinent jurisdiction. COMPANY shall commence construction of such required relocation within thirty days of receiving all required CITY, state and federal approvals. COMPANY shall have completed construction of the relocated facilities and the repair or restoration of its vacated leased premises within ninety days of commencement, as evidenced by final sign-off from all permitting agencies. COMPANY may, if requested a second time to relocate, elect to terminate this agreement by giving CITY twelve months' notice within 30 days of receiving formal notification of such second request to relocate.

Thereafter, throughout the remaining term of this AGREEMENT, CITY may at its own expense, require relocation of the antennas to a location designated by CITY, provided that CITY shall provide COMPANY notice as specified above

If relocation is from the defined PROPERTY to a new site, COMPANY may elect to terminate this agreement by giving CITY twelve months' notice within 30 days of receiving formal notification of the required relocation from the current property to the new. If COMPANY elects to move to the new property, a new use agreement shall be required at that time.

2. Failure by COMPANY to relocate the TELECOMMUNICATIONS FACILITY in accordance with Section 1.C.1 above shall constitute a material breach of this agreement and CITY may, at its sole discretion, take steps to terminate this agreement in accordance with the provisions of Section 7.A below. Effective no earlier than seven days after notice to COMPANY of termination, CITY may remove any of COMPANY'S equipment or improvements to the property.

D. Title to the TELECOMMUNICATIONS FACILITY.

Title to the TELECOMMUNICATIONS FACILITY, subject to the terms of this AGREEMENT, shall be and remain with COMPANY while the TELECOMMUNICATIONS FACILITY is installed and maintained at the PROPERTY, as long as COMPANY is in accordance and compliance with all of the terms of this AGREEMENT.

E. Title to Improvements to the PROPERTY.

Title to the improvements to the PROPERTY, or LICENSED AREA required for approval for the placement of the TELECOMMUNICATIONS FACILITY, including buildings or other structures placed thereon, shall revert to and remain with CITY upon termination of the use agreement. Title to all equipment installed for purposes of

operating and providing wireless communications services pursuant to this Agreement shall be and remain with COMPANY.

Notwithstanding any of the foregoing, improvements installed at the PROPERTY by COMPANY for provision of SERVICE shall be for the exclusive use of, and under the exclusive control of COMPANY, subject to the provisions in Section 1G and Section 7 throughout the term of this AGREEMENT.

F. No Warranties of Suitability of PROPERTY.

It is COMPANY'S election to install and maintain the TELECOMMUNICATIONS FACILITY at the PROPERTY and COMPANY does so solely at its own risk. CITY makes no representations or warranties regarding the suitability, condition or fitness of the PROPERTY for the installation, maintenance or use of the TELECOMMUNICATIONS FACILITY.

G. Right of CITY Access.

1. CITY reserves, and COMPANY agrees to, the right of CITY, its authorized officers, employees, agents or contractors, to enter into and access the LICENSED AREA and the PROPERTY at any time. Without limiting the foregoing, CITY and COMPANY agree that CITY may inspect the PROPERTY, LICENSED AREA and TELECOMMUNICATIONS FACILITY for COMPANY'S compliance with the terms of this AGREEMENT. In an emergency, the CITY may make repairs, alterations or additions to the PROPERTY or LICENSED AREA or maintain or use the PROPERTY or LICENSED AREA in any manner not prohibited by the terms of this AGREEMENT, all without a claim by COMPANY for any loss of occupation or use of, or any abatement of, the USE CHARGE for use of the LICENSED AREA. The CITY has the sole discretion to reasonably determine what constitutes an emergency situation, in accordance with Section 14.C. of this agreement.

2. Notwithstanding any of the foregoing, CITY may enter into COMPANY'S equipment building only upon a minimum of 24 hours' telephonic notice to COMPANY'S Network Operations Center at **(800) 832-6662,** subject to the emergency provisions of Section 14.C of this agreement.

3. Notwithstanding any of the foregoing, CITY shall make all prudent, good faith efforts to notify COMPANY when a declared emergency situation has ceased to exist. The CITY shall restore, within a reasonable time period, any aspect of the LICENSED AREA or of the TELECOMMUNICATIONS FACILITIES modified under authority of the emergency provisions of this agreement to the configuration existing immediately prior to CITY'S declaration that a state of emergency existed unless such configuration is impractical due to the emergency conditions.

SECTION 2. TERM.

A. Initial Term.

The term of this AGREEMENT shall commence on the EFFECTIVE DATE set forth above, and shall continue for five (5) years, expiring at 11:59 p.m. on the fifth anniversary of said EFFECTIVE DATE ("EXPIRATION DATE"), unless earlier terminated as pursuant to the terms of this AGREEMENT.

B. Option to Extend.

COMPANY shall have the option to extend the term of this AGREEMENT beyond the initial term described herein for two additional five (5) year period on the same terms, covenants and conditions that are contained in this AGREEMENT; CITY shall increase the USE CHARGE during the option period in the manner as provided in Section 3B below. **COMPANY shall exercise its option to extend this AGREEMENT, if at all; by providing CITY with a written notice that COMPANY intends to exercise its option no later than one hundred and eighty (180) days prior to the EXPIRATION DATE.**

SECTION 3. USE CHARGE.

A. Charge and Payment.

Commencing upon the EFFECTIVE DATE, COMPANY shall pay CITY the sum of $24,960 per year calculated in accordance with the CITY'S Rate Schedule as shown in Exhibit E, which is subject to annual adjustment as provided below ("USE CHARGE").

The USE CHARGE shall be due and payable in full on the each anniversary of the EFFECTIVE DATE ("Anniversary Date") without offset, in advance. COMPANY shall make all payments to CITY at the following address:

City of Morgan Hill
Finance Department
17555 Peak Avenue
Morgan Hill, California 95037

Initial payment by COMPANY for adjustments made for addition of antennae, pursuant to Exhibit E shall be due and payable at the address set forth above on the date CITY approves placement of said additional antennae on the ANTENNA FACILITIES, and shall be prorated to reflect the remainder of the year of the Term ("Term Year"). CITY shall reimburse COMPANY for Adjustments reflecting removal of antenna(e) no later than sixty (60) days after COMPANY notifies CITY in writing of the completion of such removal. Adjustments to reflect removal of antenna(e) shall be

prorated to reflect the portion of the Term Year remaining after CITY receives said written notice of such removal.

B. Adjustment of USE CHARGE.

1. The USE CHARGE shall be increased annually by 3%. If COMPANY exercises its option to extend this agreement, as provided for in Section 2B, the base USE CHARGE shall be adjusted by the five-year percentage change which occurred in the Consumer Price Index (All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics for All Consumers for the San Francisco-Oakland-San Jose Metropolitan area (hereinafter "CPI"), between the year in which this AGREEMENT commenced, and the year in which the second term begins, to the extent the change in CPI in that time period is greater than the annual 3% increase. The base USE CHARGE shall not be adjusted at the beginning of the second term if the 5-year change in CPI is less than the annual 3% increase. The USE CHARGE will increase annually by 3% for each year of the second term, and if the COMPANY exercises its option to extend this agreement for a third term (and fourth, if we agree to go up to 4), the base USE CHARGE shall be adjusted by the five-year percentage change in CPI as described above. At no time shall the base USE CHARGE be reduced. The percentage change in the CPI shall be calculated by a fraction, the denominator of which is the CPI in effect as of the calendar month fourteen (14) full months prior to the adjustment date, and the numerator of which is the CPI in effect two (2) full months prior to the adjustment date. If the Department of Labor discontinues publishing the index mentioned above, CITY may use a comparable index to calculate the percentage change in the CPI.

2. The USE CHARGE adjustment shall occur on each Anniversary Date.

SECTION 4. RIGHT TO USE APPLICABLE ONLY TO PROPERTY.

This AGREEMENT shall not be construed to permit construction, installation, maintenance or use of any TELECOMMUNICATIONS FACILITY on any property other than the TELECOMMUNICATIONS FACILITY on the LICENSED AREA.

SECTION 5. COMPLIANCE WITH APPLICABLE LAW AND APPROVALS.

A. Facility to be Constructed in Accordance with Law.

COMPANY shall construct, install, operate, maintain and remove the TELECOMMUNICATIONS FACILITY in accordance with all applicable federal, state and local governmental laws, rules and regulations now in existence or as hereafter enacted or amended. Without limiting the foregoing, COMPANY shall obtain, maintain and fully comply with any and all permits or approvals required from CITY.

B. Utility User's Tax.

COMPANY acknowledges and agrees that CITY does not currently require users of communications services such as the SERVICES to pay to CITY a utility users' tax. However, without limiting the other provisions of this SECTION, should the CITY ever institute such a tax, COMPANY agrees that COMPANY shall collect from the users of the SERVICES and remit to CITY said utility users' tax all in the manner described in, and in compliance with, the CITY'S requirements.

C. Licensing and Authorization.

COMPANY represents that it is licensed by the Federal Communications Commission to operate the ANTENNA FACILITIES and provide the SERVICES, and COMPANY agrees provides documentation evidencing such licensing and authorization within ten (10) days of a receiving a request by CITY for such documentation.

SECTION 6. MAINTENANCE AND REPAIR.

A. COMPANY shall maintain and repair the TELECOMMUNICATIONS FACILITY, at no cost to CITY (except as specifically provided otherwise in this AGREEMENT) and to CITY'S reasonable satisfaction, including repair of any and all damage to the PROPERTY or the LICENSED AREA that may result from any relocation or removal of the TELECOMMUNICATIONS FACILITY or COMPANY'S exercise of any of the rights and privileges hereby granted, including, without limitation, damage to any walls, floors, ceilings, doors or electrical system in the PROPERTY or the LICENSED AREA. Upon removal of the TELECOMMUNICATIONS FACILITY and termination of this AGREEMENT, COMPANY shall restore the affected areas of the PROPERTY to at least as good condition and repair as before COMPANY'S use thereof, except for ordinary wear and tear.

B. COMPANY agrees to and shall: (1) shall keep the TELECOMMUNICATIONS FACILITY and the LICENSED AREA in neat, clean and orderly condition at all times; (2) not cause rubbish, garbage or debris to accumulate or remain on or around the TELECOMMUNICATIONS FACILITY, LICENSED AREA or PROPERTY at any time; (3) not commit, suffer or allow any acts to be done at or around the TELECOMMUNICATIONS FACILITY, LICENSED AREA or PROPERTY in violation of any law, regulation, permit or rule; and, (4) not use or allow the use of the TELECOMMUNICATIONS FACILITY, LICENSED AREA or PROPERTY for any illegal or immoral purpose.

C. COMPANY shall mark cabling that is exposed, and not in conduit, every 18 inches with identifying ownership markings and identify the antenna with similar ownership markings.

D. Prior to installation of new cables COMPANY shall submit plans and specifications to the CITY for approval any proposed cable runs. In addition, the COMPANY must provide a set of as-builts after installation that shows exactly where the cable run is, as well as other details. Cable runs shall be installed in conduit that is permitted and approved by CITY.

Should the COMPANY, in the CITY'S sole judgment, fail to maintain the TELECOMMUNICATIONS FACILITY and PROPERTY to the above standards, CITY may enter upon the PROPERTY and effectuate such acts as it deems necessary to comply with such standards. CITY will provide COMPANY an official notice, signed by the City Manager, ten (10) days prior to the CITY conducting property maintenance activities. Any reasonable costs incurred by the CITY will be payable by the COMPANY within ten (10) days of receipt of an itemized bill therefore.

SECTION 7. TERMINATION.

A. Termination with Cause.

1. Except as otherwise provided in this Agreement, CITY shall have the right to terminate this AGREEMENT immediately (i) if COMPANY fails to cure a material breach (the materiality of which shall be determined in CITY'S sole discretion) of any term or condition hereof, within thirty (30) days after CITY has notified COMPANY of such breach; or (ii) if said cure cannot reasonably be completed within thirty (30) days and COMPANY has not commenced curative action within said thirty (30) days and thereafter diligently (in CITY'S sole opinion) prosecuted such cure to completion; or (iii) if COMPANY'S operation is deemed by CITY to endanger or pose a threat to the public health, safety or welfare, including, without limitation, and as an example, if operation of the TELECOMMUNICATIONS FACILITY adversely interferes with, or otherwise adversely affects CITY communications or operations and such threat or danger cannot reasonably be cured in accordance with the provision of Section 7.A.1.i and Section 7.A.1.ii above; (iv) if CITY is mandated by law, a court order or decision, or the federal, state or local government to take certain actions that will cause or require the removal of the TELECOMMUNICATIONS FACILITY from the LICENSED AREA; or (v) if the removal of the TELECOMMUNICATIONS FACILITY from the LICENSED AREA is needed to accommodate the construction, installation, operation, repair or maintenance of any improvement desired by CITY, and CITY and COMPANY agree that no acceptable alternate location exists on the PROPERTY.

2. CITY acknowledges and agrees that so long as COMPANY is operating in accordance with Federal Communications Commission health and safety standards for human exposure to electromagnetic frequencies as may be amended during the term of

this Agreement, COMPANY'S radio signals shall not be deemed to be a threat or danger under iii above.

B. Termination without Cause.

Either party may terminate this Agreement without cause upon one hundred eighty (180) days' prior written notice to the other party.

C. Removal of Facility Upon Termination.

Prior to the expiration of this AGREEMENT, COMPANY shall remove the TELECOMMUNICATIONS FACILITY and, at the written request of the City, COMPANY shall repair and restore the affected areas of the LICENSED AREA and the PROPERTY. If this AGREEMENT is terminated by either party earlier than the expiration of the term, COMPANY shall remove the TELECOMMUNICATIONS FACILITY no later than sixty (60) days after notice of termination, provided that termination due to required relocation of the TELECOMMUNICATIONS FACILITY shall be governed by Section 1.C. COMPANY shall also repair and restore the affected areas of the LICENSED AREA and the PROPERTY, at the CITY'S written request, if this AGREEMENT is terminated by either party earlier than the expiration of the term,

Removal of the TELECOMMUNICATIONS FACILITY shall be at COMPANY'S sole cost and expense, except as specifically provided otherwise in this AGREEMENT. Should the COMPANY, or its successor in interest or assign, in the CITY'S sole judgment, fail to remove, repair or restore, CITY may enter upon the PROPERTY and effectuate such acts as it deems necessary to comply with such standards. Any costs incurred by the CITY will be payable by the COMPANY within ten (10) business days of receipt of an itemized bill therefore.

D. Prorated Use Charge Reimbursement.

In the event of the early termination of this Agreement, CITY will reimburse COMPANY the unused portion of the USE CHARGE after proration and proper computation.

SECTION 8. NO LIABILITY.

A. Liability.

CITY, its agents, officers, employees or contractors, shall not be liable for any damage from any cause whatsoever to the TELECOMMUNICATIONS FACILITY, specifically including, without limitation, damage, if any, resulting from CITY'S

maintenance operations adjacent to the TELECOMMUNICATIONS FACILITY or from vandalism or unauthorized use of the TELECOMMUNICATIONS FACILITY, except as such damage is solely caused by the sole negligence or willful misconduct of CITY, its agents, officers, employees or contractors.

B. Security.

COMPANY shall take reasonable precautions against damage to or unauthorized use of the TELECOMMUNICATIONS FACILITY. CITY shall not be liable for any vandalism or other damage that may occur to the TELECOMMUNICATIONS FACILITY or in the LICENSED AREA or any unauthorized use of the TELECOMMUNICATIONS FACILITY except as provided in Section 8.A., above.

SECTION 9. PLANS AND SPECIFICATIONS; PERMITS.

A. CITY shall have the right of prior review and approval of all Plans and Specifications and shall have the right to inspect the TELECOMMUNICATIONS FACILITY at any time during and after installation to ensure compliance with such Plans and Specifications. COMPANY shall not commence installation or alteration of the TELECOMMUNICATIONS FACILITY, or any portion thereof, until CITY has approved the Plans and Specifications and COMPANY has obtained all applicable permits. Approval of Plans, Specifications and Permits shall not release COMPANY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the Plans, Specifications and/or Permits. COMPANY shall be responsible for notifying CITY and all other relevant parties immediately upon discovery of such omissions and/or errors.

B. COMPANY agrees to perform any work in furtherance of the Plans, Specifications and Permits at COMPANY'S sole expense and in accordance with and in a manner CITY is satisfied conforms to Plans, Specifications and Permits as may be approved by CITY in furtherance of this AGREEMENT. CITY will provide COMPANY an official notice, signed by the City Manager, if CITY is not satisfied that work completed by the COMPANY conforms to Plans, Specifications and Permits approved by the CITY.

C. COMPANY will submit required Plans and Specifications to the CITY at the address set forth for Notices in Section 15 herein, which CITY shall use for description and acceptance of the TELECOMMUNICATIONS FACILITY. COMPANY shall supply the CITY any additional information it may request before approving the Plans and Specifications in a format that is acceptable to the CITY.

D. COMPANY shall apply for and obtain all applicable permits as are required by CITY to perform the work described in this AGREEMENT and shall comply with all of the terms and conditions set forth in such permits, including, without limitation, allowing CITY personnel to inspect the installation of the TELECOMMUNICATIONS FACILITY on CITY property. COMPANY shall arrange for, obtain and bear costs of all: permits (including without limitation any fees as required by any federal, state or local law, statue, ordinance, rule or regulation); plan check and inspection fees; licenses; environmental impact reports; site preparation; surface treatment and relocation of any facilities on the LICENSED AREA, as necessary or required for health or safety in the construction or alteration of the LICENSED AREA. As a condition of this AGREEMENT, COMPANY agrees to perform the covenants and conditions contained in any permit issued or to be issued to COMPANY by CITY'S Chief Engineer or his or her designees.

E. COMPANY shall not commence physical installation of the TELECOMMUNICATIONS FACILITY before approval of Plans and Specifications pursuant to Subsection 9.A, and obtaining approval of all applicable permits pursuant to Subsection 9.D. Approval of Plans and Specifications by CITY Departments shall not release COMPANY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in Plans and Specifications. COMPANY agrees to perform any work at COMPANY'S sole cost and at COMPANY'S sole expense and in accordance with and in a manner CITY is satisfied conforms to Plans and Specifications as may be approved by CITY in furtherance of this AGREEMENT.

SECTION 10. INDEMNIFICATION.

COMPANY shall protect, defend, indemnify, and hold harmless CITY, its officers, employees and agents against any claim, loss or liability arising from or related to any damage, injury or loss caused by, or resulting from, the installation, maintenance, operation or use of the TELECOMMUNICATIONS FACILITY, the provision of SERVICES, or resulting in any way from COMPANY'S occupation or use of the PROPERTY or the LICENSED AREA, including, without limitation, that which is due, in whole or in part, to the willful misconduct or negligent acts (active or passive) or omissions by COMPANY, its officers, employees, consultants or agents. COMPANY'S obligation to indemnify and hold harmless excludes only such claim, loss or liability that is due to the sole negligence or willful misconduct of CITY and/or its employees. All of COMPANY'S obligations under this SECTION are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this AGREEMENT.

In an action or claim against CITY in which COMPANY is defending CITY, CITY shall have the right to approve legal counsel providing CITY'S defense.

SECTION 11. TAXES.

A. COMPANY shall pay before delinquency any and all taxes, assessments, licenses, fees and other public charges which may be levied, assessed or imposed upon any of COMPANY'S interests herein, upon COMPANY'S businesses, upon COMPANY for the privilege of conducting business, or upon any property of COMPANY at the PROPERTY. COMPANY is advised that this AGREEMENT may, but is not intended to, create a possessory interest in the LICENSED AREA, for which COMPANY may be subject to payment of possessory interest taxes therefore, for which CITY shall not be liable. Payment of any possessory interest tax shall not reduce in any way any charges or other fees required to be paid by COMPANY hereunder.

B. COMPANY shall not permit or suffer any liens to be imposed upon the PROPERTY or any portion thereof, without promptly discharging the same, provided, however, that COMPANY may, if it so desires, contest the legality of same following prior written notice to CITY. In the event of a contest of a lien, COMPANY shall provide a bond in an amount and in a form acceptable to CITY immediately following request therefore by CITY.

SECTION 12. INSURANCE.

A. COMPANY, at COMPANY'S own expense throughout the Term of this AGREEMENT, as extended, shall comply with the insurance requirements attached hereto as Exhibit F and incorporated by reference herein. The procuring of the policy or policies of insurance required by Exhibit F shall neither be construed to limit COMPANY'S liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT. Notwithstanding the policy or policies of insurance, COMPANY shall be obligated for the full and total amount of any damage, injury or loss caused by its negligence or willful misconduct arising out of this AGREEMENT or COMPANY'S use of the PROPERTY or the LICENSED AREA.

B. COMPANY shall deposit with CITY, on or before the EFFECTIVE DATE, certificates of insurance and the required endorsements in forms reasonably satisfactory to CITY, indicating compliance with the insurance provisions of this AGREEMENT. COMPANY shall keep the insurance in effect, and the certificates evidencing the insurance on deposit with CITY, during the Term of the AGREEMENT and as the same may be extended.

SECTION 13. **FREQUENCY INTERFERENCE.**

A. COMPANY will not cause, permit or allow the installation, operation, maintenance or use of the ANTENNA FACILITIES or any other equipment installed pursuant to this AGREEMENT to interfere with: (1) any CITY use of the PROPERTY; (2) CITY equipment used at the PROPERTY; (3) CITY communications; and/or (4) or any pre-existing third party uses of the PROPERTY or any other CITY property, including uses of communications equipment, which uses were authorized or planned by CITY prior to the execution of this Agreement. COMPANY shall immediately provide, in writing, to the CITY at the address set forth for notices in Section 15, herein, the frequencies and FCC licenses utilized in the operation of the ANTENNA FACILITIES. COMPANY shall also provide the CITY, at the same address, with written notice of any intended changes in those frequencies, a description of those frequencies and the dates that those frequency changes are anticipated to occur, at least thirty (30) days prior to the date that those frequency changes are anticipated to occur. COMPANY shall not begin any work on the PROPERTY pursuant to this AGREEMENT until these frequencies have been approved in writing by CITY'S City Manager or any other person designated by the City Manager to make such approval for the CITY. Such approval shall not be unreasonably withheld or delayed.

B. COMPANY shall ensure that its use of the TELECOMMUNICATIONS FACILITY does not interfere with any communication transmissions in the vicinity of the PROPERTY, including, if applicable and without limitation, the CITY'S public safety transmissions, police and fire communications, CITY'S internal or external communications, or communications by CITY'S tenants or contractors. COMPANY shall operate the TELECOMMUNICATIONS FACILITY in such a manner that all communications sent or received by the TELECOMMUNICATIONS FACILITY shall be separated from all CITY communications frequencies, including without limitation, CITY communications listed in the preceding sentence, by at least 1 megahertz.

If COMPANY'S construction, installation, maintenance, operations, use or removal of the TELECOMMUNICATIONS FACILITY is reasonably determined to be causing such interference in violation of this provision, COMPANY shall immediately eliminate such violation or interference. If COMPANY fails to immediately eliminate such violation or interference, CITY may, in addition to and without compromising any other remedy available to CIY, immediately cut off power to the facility in the manner set forth in Section 14 below. CITY shall immediately provide notice to COMPANY of any interference or the exercise of CITY'S shut-off rights pursuant to this SECTION.

Reasonable determination of cause above shall be established through the following steps:

1) CITY shall immediately notify COMPANY of its perception of interference by telephoning COMPANY'S Wireless Network Control Center (WNCC), describing the nature and severity of the technical problems being experienced, by calling (800) 832-6662.

2) COMPANY shall initiate a Trouble Ticket and immediately dispatch a technician to the PROPERTY.

3) COMPANY'S technician shall verify and, if necessary, adjust the power output levels of all its broadcast devices. If no abnormality is found, then;

4) COMPANY'S technician shall inspect the TELECOMMUNICATIONS FACILITY for signs of physical damage to equipment or misalignment of antennas. Steps shall be taken to immediately repair any such condition and, if immediate remedy is not possible, technician shall reduce or cease the output from such damaged equipment based on results report by the CITY agency monitoring the perceived interference. If no abnormality is found, then;

5) COMPANY'S technician shall test for ambient frequencies and signal strengths at the PROPERTY. If finding no abnormality, then CITY may still require COMPANY to reduce the output power of the TELECOMMUNICATIONS FACILITY.

6) COMPANY agrees to complete steps 2 through 5 within two hours of receiving a call from the CITY as described in step 1. If the COMPANY is required to reduce power pursuant to step 5, COMPANY further agrees to do so within 8 hours of initial notification of the problem as described in step 1 if such interference is of a disruptive severity, in the CITY'S sole opinion. Otherwise, COMPANY shall reduce power during the next Maintenance Window period, currently defined as the hours of 10 pm to 6 am every day.

7) If such reduction does not eliminate the perceived interference, then the cause of the interference shall be deemed to exist outside the operations of the COMPANY. If such reduction does eliminate the perceived interference, then the source of the interference shall be deemed to be something outside the control of COMPANY.

C. COMPANY shall use its best efforts to operate its communications equipment in a manner that is consistent with all applicable frequencies assigned to it by the Federal Communications Commission ("FCC"), if any, and in compliance with all applicable FCC rules and regulations.

SECTION 14. EMERGENCY.

A. COMPANY understands that emergency situations may develop from time to time that require power to the TELECOMMUNICATIONS FACILITY to be shut off. Notwithstanding Section 13, COMPANY agrees that in the event that such a situation occurs, and there are frequency interferences of any nature between CITY'S communication equipment and that of COMPANY, CITY shall have the right to immediately shut off any power to the TELECOMMUNICATIONS FACILITY, and any

equipment of COMPANY'S located on the PROPERTY, until such time that COMPANY demonstrates to CITY that it has cured the interference, or for the duration of the emergency, whichever is sooner. COMPANY agrees not to hold CITY responsible or liable for and shall protect, defend, indemnify and hold CITY harmless pursuant to SECTION 10 for any damage, loss, claim or liability of any nature suffered as a result of the loss of the use of the TELECOMMUNICATIONS FACILITY or other communication facilities at PROPERTY in such an emergency situation. If reasonably possible, CITY will provide notice of the need to shut off power, depending on the nature of the emergency.

A. Unless otherwise specifically provided in a notice of termination of this AGREEMENT, CITY'S exercise of the right to shut off any power to the TELECOMMUNICATIONS FACILITY pursuant to this SECTION is not intended to constitute a termination of this AGREEMENT by either party. COMPANY and CITY shall meet after the CITY determines that an emergency situation has ended to establish the time and manner in which power shall be restored to the TELECOMMUNICATIONS FACILITY.

B. CITY shall have the sole discretion to reasonably determine what constitutes an "emergency situation" pursuant to this Section.

SECTION 15. NOTICES.

Except as otherwise specifically set forth and allowed under this AGREEMENT, all notices herein required to be given or which may be given by either party to the other shall be deemed to have been fully given when served personally on CITY or COMPANY, or when made in writing and deposited in the United States Mail, certified mail, return receipt requested, postage prepaid and addressed as follows:

To CITY: City Manager
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037

With a copy to: Office of the City Attorney
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037

To COMPANY: AT&T Wireless Lease Administration
c/o Wireless Asset Management
Re: AWS Cell Site #: SNFCCA028 Morgan Hill
P.O. Box 2088
Rancho Cordova, CA 95741-2088

With a copy to: AT&T Wireless
Attn: Legal Dept.
Re: AWS Cell Site #: SNFCCA028 Morgan Hill
8645 - 154th Avenue N.E.
Redmond, WA 98052

Either party may change its address for notice by notifying the other party in the manner provided in this Paragraph.

SECTION 16. RIGHT TO USE SUBORDINATE.

The right to use the LICENSED AREA herein granted by CITY to COMPANY, and all rights and privileges hereunder, are and shall be subordinate to the rights of CITY and to other existing tenants to use and occupy, and to any occupancy by them of, the PROPERTY and the LICENSED AREA. In the event of conflict between COMPANY'S right to use the LICENSED AREA and CITY'S desired use thereof after the EFFECTIVE DATE, CITY may require COMPANY to redesign, adjust, relocate or remove the TELECOMMUNICATIONS FACILITY for cause. COMPANY'S right to install, maintain and operate the TELECOMMUNICATIONS FACILITY, or to remove the TELECOMMUNICATIONS FACILITY, shall be subject at all times to such rights as CITY may have to require the removal or relocation, for cause, of the TELECOMMUNICATIONS FACILITY at the sole cost and expense of COMPANY, under the terms stated in SECTION 1 of this AGREEMENT.

SECTION 17. ASSIGNMENT.

In no event shall the rights, duties and obligations conferred upon COMPANY pursuant to this AGREEMENT be at any time sold, transferred or assigned, except through a transfer of an interest of COMPANY in the property, or any portion thereof. Notwithstanding the foregoing, COMPANY shall have the right to assign its interests in this AGREEMENT to a wholly owned subsidiary of the COMPANY provided that all of the following conditions are met: (1) such assignment is made in conjunction with the transfer of all of COMPANY'S title to or interest in the PROPERTY to such wholly owned subsidiary, (2) such wholly owned subsidiary agrees to be bound by the terms of this AGREEMENT to the same extent as COMPANY, and (3) COMPANY shall not be relieved or released of any liability or obligations under this AGREEMENT and shall be jointly and severally liable with its wholly owned subsidiary for the performance of COMPANY'S obligations under this AGREEMENT.

SECTION 18. **GOVERNING LAW.**

This AGREEMENT shall be construed by, and in accordance with, the laws of the State of California.

SECTION 19. **NO INTEREST IN PROPERTY.**

Nothing herein shall be deemed to create a lease, or easement of any property, or to grant any interest in the PROPERTY, other than a real property license to use the LICENSED AREA, revocable as set forth herein.

SECTION 20. **INSPECTION.**

1. The LICENSED AREA, including keys thereto, shall be at all times under control of the CITY, whose officials, employees and agents shall have the right to enter the LICENSED AREA, and all portions thereof, for purposes of inspection (and other purposes contemplated by this AGREEMENT) at all times during the period covered by this AGREEMENT. COMPANY will provide CITY with copies keys to COMPANY'S equipment building in the LICENSED AREA. CITY will notify AT&T of CITY'S intent to inspect the LICENSED AREA one hour prior to such inspection occurring.

2. Notwithstanding any of the foregoing, CITY may enter into COMPANY'S equipment building only upon a minimum of 24 hours' telephonic notice to COMPANY'S Network Operations Center at **(800) 832-6662.**

3. CITY agrees that when entering COMPANY'S equipment building unescorted, its personnel shall be prohibited from taking any action which would in any way affect any function of COMPANY'S operations. Effecting a reduction of power under Section 6.B below may only be done by a duly authorized representative of COMPANY. When entering COMPANY'S building unescorted, CITY assumes full liability for harm, damages, or other claims arising from the CITY'S sole negligence in connection with such entry, and shall indemnify and hold COMPANY harmless against all such liability. Service or operations disruptions incurred by COMPANY as a result of the CITY'S sole negligence in connection with such entry shall be compensated to COMPANY in the form of rent abatement for the duration of such disruption and reimbursement to COMPANY for service revenues lost as a result of said disruption.

SECTION 21. **UTILITIES.**

COMPANY shall be solely responsible for ensuring that the LICENSED AREA has adequate electrical power and any other utility service necessary or useful to operation of the TELECOMMUNICATIONS FACILITY. CITY is not obligated to make electricity or other utilities available if there is an interruption in such service to the LICENSED AREA or to the PROPERTY. COMPANY shall not do anything, nor shall it

permit anything to be done, which may interfere with the effectiveness or accessibility of the utility, heating, ventilation, diesel exhaust or air conditioning systems or portions thereof of the PROPERTY.

SECTION 22. NOT AGENT OF CITY.

Neither anything in this AGREEMENT nor any acts of COMPANY shall authorize COMPANY or any of its employees, agents or contractors to act as agent, contractor, joint venturer or employee of CITY for any purpose.

SECTION 23. RESERVATION OF RIGHTS.

COMPANY understands, acknowledges and agrees that any and all authorizations granted to COMPANY under this AGREEMENT are nonexclusive and shall remain subject to all prior and continuing regulatory and proprietary rights and powers of CITY to regulate, govern and use CITY property, as well as any existing encumbrances, deeds, covenants, restrictions, easements, dedications and other claims of title that may affect CITY property. CITY and COMPANY agree that nothing contained in, or contemplated by, this AGREEMENT is intended to confer, convey, create or grant to COMPANY any perpetual interest in any CITY property or in any of CITY'S public rights of way.

SECTION 24. CONFLICT OF INTEREST.

COMPANY shall avoid all conflict of interest or the appearance of conflict of interest in the performance of this AGREEMENT.

SECTION 25. MISCELLANEOUS.

A. Whenever the singular number is used in this AGREEMENT and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

B. If there be more than one entity designated in, or signatory to, this AGREEMENT, the obligations hereunder imposed upon COMPANY shall be joint and several; and the term COMPANY as used herein shall refer to each and every of said signatory parties, severally as well as jointly.

C. This instrument contains all of the agreements and conditions entered into and made by and between the parties and may not be modified orally, or in any manner, other than by an agreement in writing signed by all the parties hereto or their respective successors-in-interest.

D. Time is, and shall be, of the essence for each term and provision of this AGREEMENT.

E. Each and every term, condition, covenant and provision of this AGREEMENT is and shall be deemed to be a material part of the consideration for CITY'S entry into this AGREEMENT and any breach hereof by COMPANY shall be deemed to be a material breach. Each term and provision of this AGREEMENT performable by COMPANY shall be construed to be both a covenant and a condition.

F. The headings of the several paragraphs and sections of this AGREEMENT are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this AGREEMENT and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

G. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either CITY or COMPANY in its respective rights and obligations contained in the valid covenants, conditions and provisions of this AGREEMENT.

H. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall be deemed a part of this AGREEMENT as if set forth fully herein.

I. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party.

J. Days, unless otherwise specified, shall mean calendar days.

K. Whenever in this AGREEMENT the approval or consent of a party is required, such approval or consent must be in advance, shall be in writing, and shall be executed by a person having the express authority to grant such approval or consent unless the terms of this AGREEMENT specifically allow an oral approval or consent of a party.

//

//

//

//

//

//

L. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the EFFECTIVE DATE.

ATTEST:

City Clerk
Date: 5/21/04

THE CITY OF MORGAN HILL

City Manager
Date: 5/20/04

APPROVED:

Risk Manager
Date: 5/20/04

APPROVED AS TO FORM

City Attorney

Date: 5/20/04

"COMPANY"
Bay Area Cellular Telephone Company,
a California general partnership, d/b/a AT&T Wireless

By: CMT Partners, a Delaware general partnership,
its General Partner

By: AT&T Wireless Services of California, LLC,
a Delaware limited liability company,
its General Partner

By: AT&T Wireless Services, Inc.,
a Delaware corporation, its Member

By: _____ Signature

_____ Printed Name

Its: _____ Title

4-27-04 Date

EXHIBIT A

PROPERTY DESCRIPTION

Site Description

Location: City of Morgan Hill water tank site on El Toro mountain, approximately 1,100 feet westerly of the end of West Dunne Avenue.

Site Area: 0.15 acres

El Toro Water Tank Site Map attached

City Limit

Not to Scale

CITY OF MORGAN HILL

Prepared by Community Development Department

EXHIBIT A

EL Toro-Water Tank Site
AT& T Wireless

N

EXHIBIT B

SERVICES PROVIDED BY AT&T

COMPANY shall provide two-way radio signal transmission and reception in its licensed frequencies disclosed to CITY per Section 13.A. above, and in the manner permitted under its licensure by the Federal Communications Commission and the California Public Utilities Commission.

EXHIBIT C

DESCRIPTION OF LICENSED AREA

Telecommunication Facility

Equipment building on El Toro Water Tank site located as shown on the attached site plan, Exhibit C.1., measuring approximately 288 square feet.

Antennas and Associated Equipment
AT&T Wireless is granted use of certain ground areas for installation, maintenance and operation of antennas and related equipment as shown and described in detail in Exhibit D. Access to the telecommunications facility, antennas and associated equipment is governed by section 1.B. of this AGREEMENT.

EXHIBIT C.1.

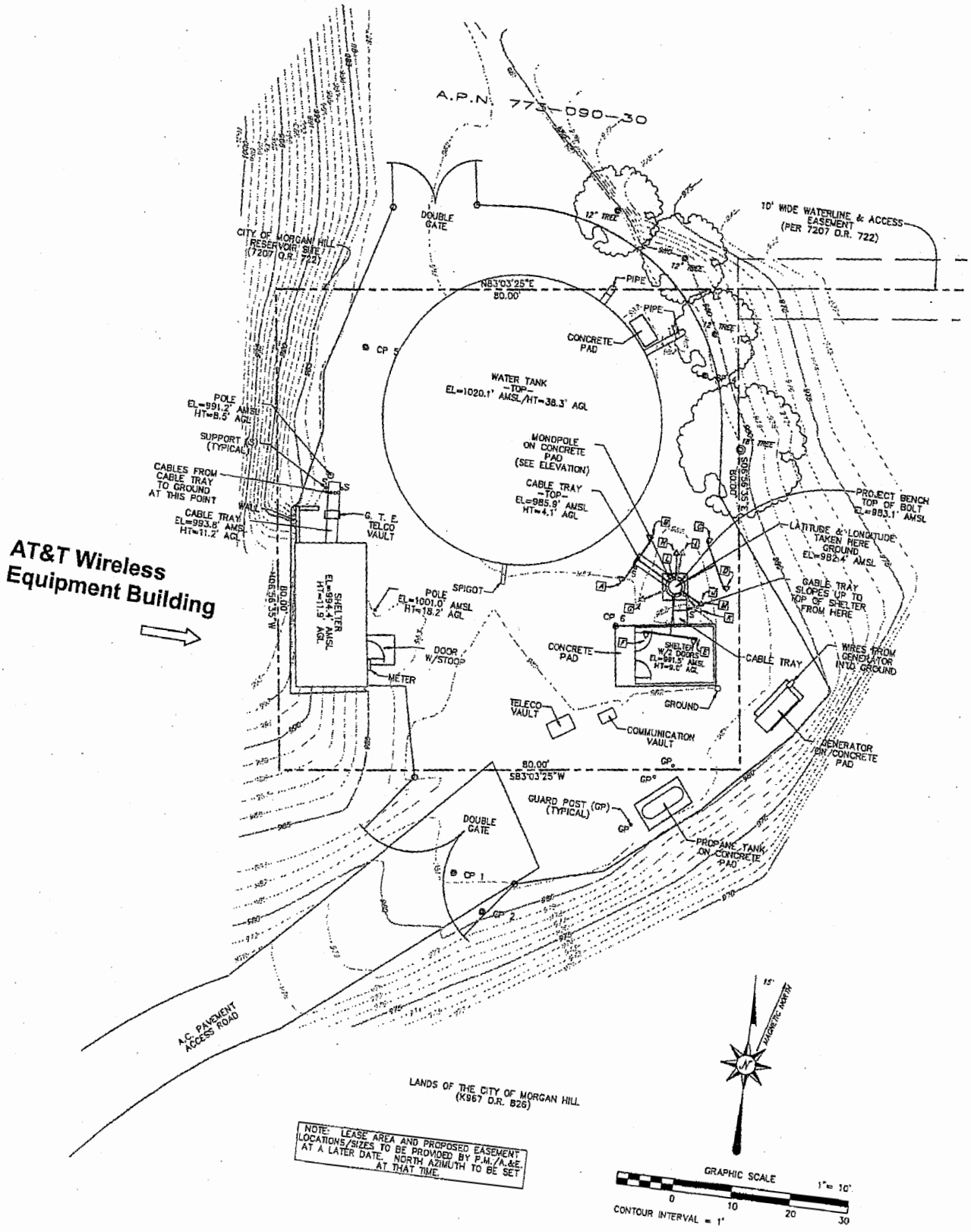

A.P.N. 775-090-30
DOUBLE GATE
CITY OF MORGAN HILL RESERVOIR SITE (7207 O.R. 722)
10' WIDE WATERLINE & ACCESS EASEMENT (PER 7207 O.R. 722)
12" TREE
PIPE
N83°03'25"E 80.00'
CONCRETE PAD
CP 5
WATER TANK -TOP- EL=1020.1' AMSL/HT=38.3' AGL
POLE EL=991.2' AMSL HT=8.5' AGL
SUPPORT (TYPICAL)
CABLES FROM CABLE TRAY TO GROUND AT THIS POINT
MONOPOLE ON CONCRETE PAD (SEE ELEVATION)
CABLE TRAY -TOP- EL=985.9' AMSL HT=4.1' AGL
CABLE TRAY EL=993.8' AMSL HT=11.2' AGL
G. T. E. TELCO VAULT
PROJECT BENCH TOP OF BOLT EL=983.1' AMSL
LATITUDE & LONGITUDE TAKEN HERE GROUND EL=982.4' AMSL
AT&T Wireless Equipment Building
SHELTER EL=994.4' AMSL HT=11.9' AGL
SPIGOT
POLE EL=1001.0' AMSL HT=18.2' AGL
CABLE TRAY SLOPES UP TO TOP OF SHELTER FROM HERE
CP 6
CONCRETE PAD
SHELTER W/4 DOORS EL=991.5' AMSL HT=9.0' AGL
CABLE TRAY
WIRES FROM GENERATOR INTO GROUND
DOOR W/STOOP
METER
GROUND
TELECO VAULT
COMMUNICATION VAULT
GENERATOR BIN/CONCRETE PAD
80.00' S83°03'25"W
GUARD POST (TYPICAL) (GP)
DOUBLE GATE
PROPANE TANK ON CONCRETE PAD
CP 1
CP 2
A.C. PAVEMENT ACCESS ROAD
LANDS OF THE CITY OF MORGAN HILL (K967 O.R. 826)
MAGNETIC NORTH
NOTE: LEASE AREA AND PROPOSED EASEMENT LOCATIONS/SIZES TO BE PROVIDED BY P.M./A.&E. AT A LATER DATE. NORTH AZIMUTH TO BE SET AT THAT TIME.
GRAPHIC SCALE 1"= 10'
0 10 20 30
CONTOUR INTERVAL = 1'

EXHIBIT D

TELECOMMUNICATIONS FACILITY

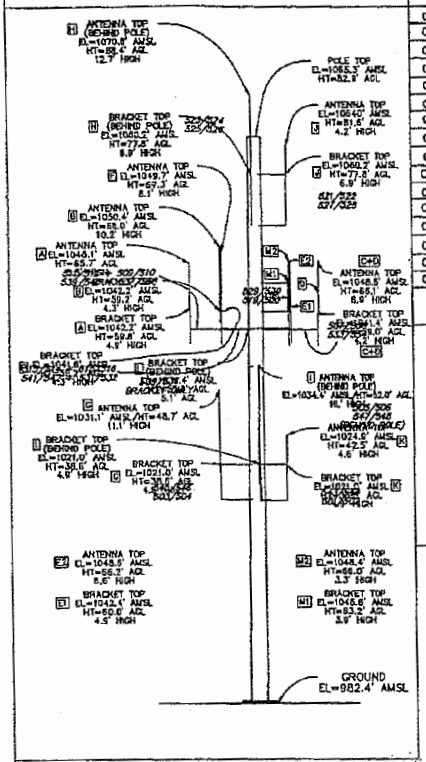
As of April 1, 2004, AT&T Wireless has 6 antennas installed on a telecommunications pole owned by the City of Morgan Hill, described more specifically and as shown on the map attached hereto as Exhibit D.1.

As of April 1, 2004 AT&T Wireless has applied with the City of Morgan Hill for a conditional use permit allowing construction of 8 pole-mounted antennas on the PROPERTY, as shown on the map attached as Exhibit D.2.

This AGREEMENT applies in full to any and all existing TELECOMMUNICTIONS FACILITY, and any future TELECOMMUNICATION FACILITY applied for by COMPANY, approved by the CITY, and/or constructed on the site by COMPANY during the term of this AGREEMENT, any extensions or renewal thereto, or any hold-over period.

EXHIBIT D.1.
AT&T Wireless
Pole-mounted Antenna Installation
6 Antennas

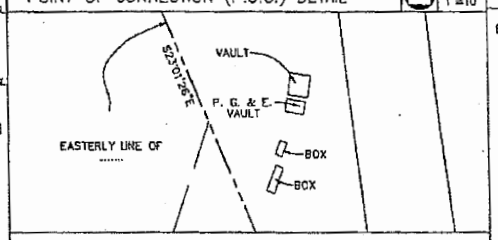
TOWER ELEVATION — NOT TO SCALE



ESI CONTROL POINT INFORMATION

CP 1	N.	4386.16	E.	3681.55	EL=981.2'
CP 2	N.	4380.27	E.	3687.28	EL=980.6'
CP 3	N.	4298.63	E.	3606.09	EL=969.0'
CP 4	N.	4473.58	E.	3715.25	EL=981.6'
CP 5	N.	4471.21	E.	3656.34	EL=982.2'
CP 6	N.	4430.25	E.	3704.53	EL=982.5'
CP 7	N.	4167.84	E.	4622.87	EL=747.2'
CP 8	N.	4240.49	E.	4780.94	EL=718.1'
CP 9	N.	4565.13	E.	4794.21	EL=670.3'
CP 10	N.	4589.37	E.	4604.54	EL=639.4'
CP 11	N.	4630.90	E.	4424.55	EL=592.0'
CP 12	N.	5072.51	E.	4615.98	EL=542.9'
CP 13	N.	5200.12	E.	4676.67	EL=522.6'
CP 14	N.	5116.91	E.	5034.73	EL=482.8'
CP 15	N.	5174.45	E.	5134.15	EL=471.2'
CP 16	N.	5403.13	E.	5032.97	EL=463.9'

POINT OF CONNECTION (P.O.C.) DETAIL — SCALE 1"=10'



LEGEND

- MANHOLE
- FIRE HYDRANT
- LIGHT POLE
- MONUMENT
- TREE
- AMSL — ABOVE MEAN SEA LEVEL
- AGL — ABOVE GROUND LEVEL
- CP #.....ESI FIELD CONTROL POINT
- EDGE OF PAVEMENT
- OVERHEAD ELECTRIC LINE
- FENCE LINE
- PROPERTY LINE
- PP=POWER POLE, JP=JOINT POLE, TP=TELEPHONE POLE
- HANDICAPPED PARKING
- LOCATION TIC MARK
- 42.6 — SPOT ELEVATION

DATE OF SURVEY: 09/26/03

SURVEYED BY/ OR UNDER THE DIRECTION OF: Oliver Philip Auer, LS 5075, Expires 06/30/07

TITLE REPORT WAS AVAILABLE AT THE TIME OF THE FIELD SURVEY. BOUNDARY SHOWN IS BASED ON RECORD INFORMATION AND FOUND MONUMENTATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED EXCEPT AS SHOWN ON THIS PLAN. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED EXCEPT AS SHOWN ON THIS PLAN. NO PROPERTY MONUMENTS WERE SET.

DESCRIPTION OF LEASE AREA (PARCEL A):

NO LEASE AREA SET IN FIELD AT TIME OF SURVEY.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS FROM THE LEASE AREA TO THE PUBLIC ROAD. LOCATION TO BE DETERMINED AT A LATER DATE.

TOGETHER WITH UTILITY AND POWER EASEMENTS NECESSARY TO SERVE THE LEASE AREA. LOCATION TO BE DETERMINED AT A LATER DATE.

ELEVATIONS SHOWN ARE BASED ON NGVD 29 DATUM.

BEARINGS SHOWN ARE BASED UPON 380 P.M. 39, SANTA CLARA COUNTY RECORDS.

FLOOD PLAIN ELEVATION OF PROJECT AREA IN ZONE X, AS SHOWN ON FEMA FIRM MAP COMMUNITY-PANEL NUMBER 060346 0001 C, DATED DECEMBER 22, 1998.

THE LOCATION OF EXISTING UTILITY FACILITIES HAS NOT BEEN RESEARCHED. THE CONTRACTOR SHALL CONTACT THE RESPECTIVE UTILITY COMPANIES TO OBTAIN INFORMATION REGARDING EXACT DEPTH OF BURIAL AND HORIZONTAL LOCATION OF UTILITY LINES PRIOR TO CONSTRUCTION. EVANS SURVEY, INC., ASSUMES NO RESPONSIBILITY FOR THE DELINEATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF BURIED OBJECTS WHICH ARE NOT SHOWN ON THIS PLAN.

FAA 1A CERTIFICATION:

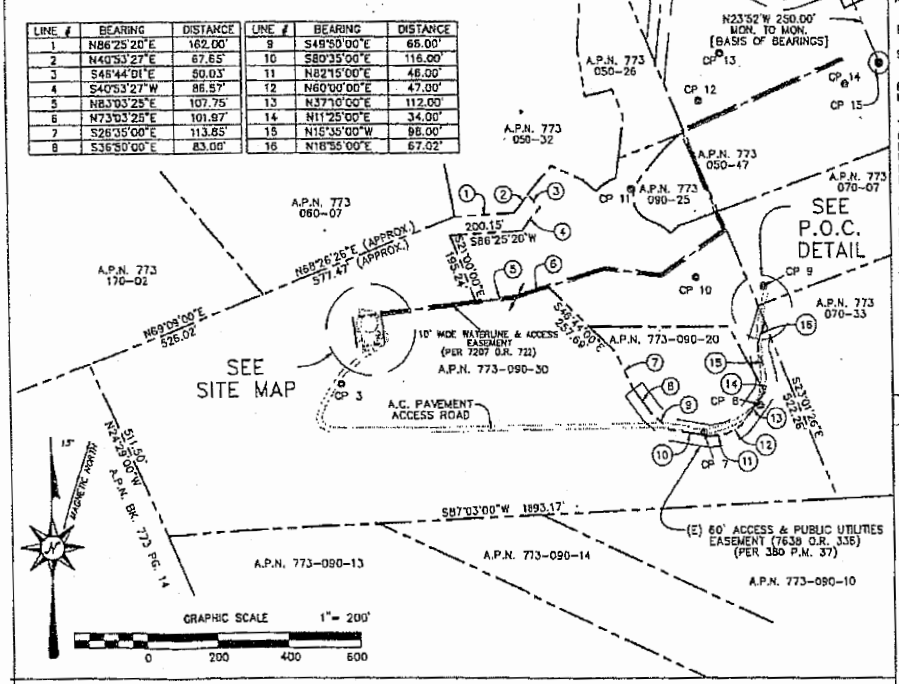
LATITUDE AND LONGITUDE WAS OBTAINED FROM INFORMATION PROVIDED BY A GPS SURVEY. THE GEODETIC POSITION SHOWN WAS DETERMINED UTILIZING FAST-STATIC GPS OBSERVATIONS FROM USGS MONUMENTS USING EITHER TRIMBLE 4600LS OR SOKKIA GPS RECEIVERS. THE DATA WAS DIFFERENTIALLY CORRECTED WITH EITHER TRIMBLE GPS SURVEY OR SOKKIA LOCUS PROCESSOR SOFTWARE.

LATITUDE AND LONGITUDE DENOTED ON THIS PLAN ARE ACCURATE TO WITHIN 15± FEET HORIZONTALLY AND THE ELEVATIONS SHOWN ON THIS PLAN ARE ACCURATE TO WITHIN 3± FEET VERTICALLY.

LATITUDE: 37°07'07.03" LONGITUDE: 121°40'08.04" (NAD 27)
LATITUDE: 37°07'06.84" LONGITUDE: 121°40'11.85" (NAD 83)

NOTE: THE ORIGINAL SIZE OF THIS PLAN IS 24"X36". SCALE RATIO IS NOT VALID FOR 11"X17" PRINTS. THIS IS NOT AN APPROVED PLAN UNLESS IT BEARS WITH A SURVEYOR'S SEAL STAMP WITH THE WORD "APPROVED" BOTH ON A SURVEYOR'S SEAL STAMP WITH THE PLAN FOR CONSTRUCTION WITHOUT BOTH APPROVAL STAMPS, DO NOT USE THIS PLAN FOR CONSTRUCTION.

LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
1	N86°25'20"E	162.00'	9	S49°50'00"E	68.00'
2	N40°53'27"E	67.65'	10	S80°35'00"E	116.00'
3	S48°44'01"E	50.03'	11	N82°15'00"E	46.00'
4	S40°53'27"W	86.57'	12	N60°00'00"E	47.00'
5	N83°03'25"E	107.75'	13	N37°10'00"E	112.00'
6	N73°03'25"E	101.97'	14	N11°25'00"E	34.00'
7	S26°35'00"E	113.85'	15	N15°35'00"W	98.00'
8	S36°50'00"E	83.00'	16	N18°55'00"E	67.02'



OVERALL SITE MAP

VICINITY MAP — NOT TO SCALE

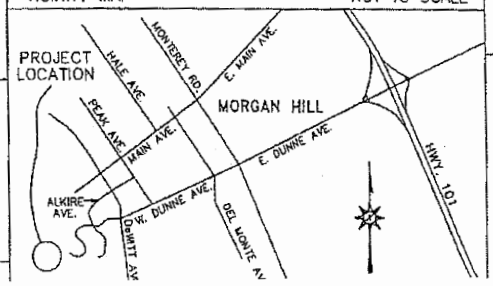
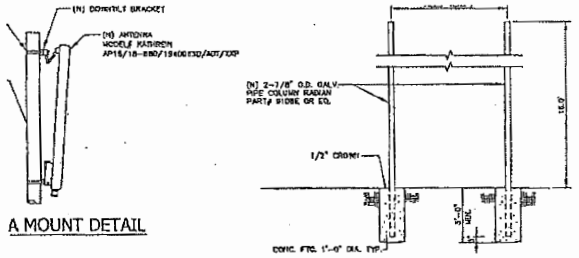
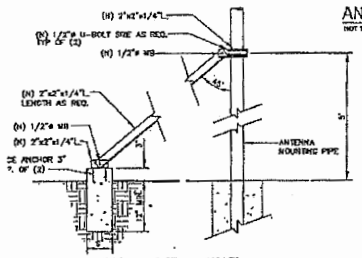


EXHIBIT D.2.
AT&T Wireless Proposed Ground-mounted Antenna Installation
8 Antennas
(E) = existing
(N) = new

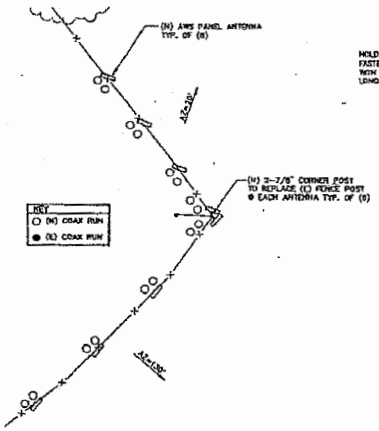


A MOUNT DETAIL

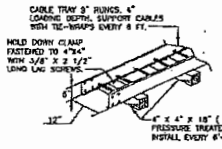
ANTENNA SUPPORT DETAIL
NOT TO SCALE



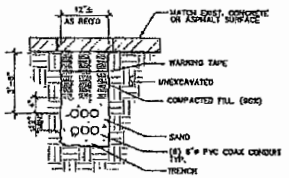
ANTENNA BRACE DETAIL
NOT TO SCALE



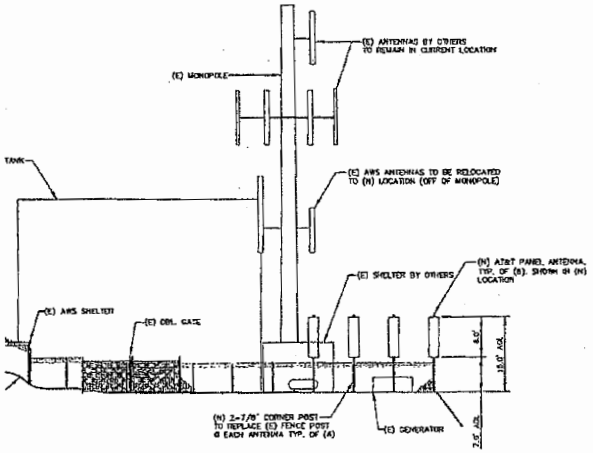
COAX RISER DETAIL
NOT TO SCALE



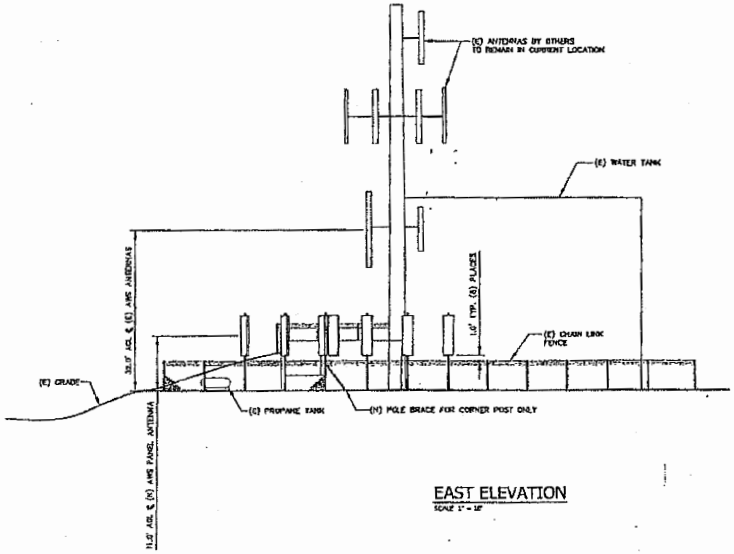
CABLE TRAY DETAIL
NOT TO SCALE



COAX TRENCH DETAIL
NOT TO SCALE



SOUTH ELEVATION
SCALE 1" = 10'



EAST ELEVATION
SCALE 1" = 10'

EXHIBIT E

RATE SCHEDULE

Charges For Attachment Of Telecommunication Antennas/Equipment To City Of Morgan Hill-Owned Properties

The rates noted below are for Fiscal Year 2003-04 ending June 30, 2004; rates increase annually by 3%. The USE CHARGE shall be further adjusted as described in Section 3.B if COMPANY exercises its options to extend this agreement, as provided for in Section 2.B.

1 to 4 antennae **and/or** foundation/surface area containing equipment or cabinet is less than 150 square feet	$21,600 per annum
5 to 8 antennae **and/or** foundation/surface area containing equipment or cabinet is 150 to 300 square feet	$24,960 per annum
9 antennae **and/or** foundation/surface area containing equipment or cabinet is 301 to 650 square feet	$30,000 per annum
Requests for facilities containing more than 9 antennae and/or foundation/surface area containing equipment in excess of 650 square feet shall be reviewed and priced on a case-by-case basis	

Lessees which choose to pay for 5 years upon commencement of the contract shall be charged at a 20% discount based upon the base rate x 5 without factor for inflation.

EXHIBIT F

INSURANCE

COMPANY shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to PROPERTY, which may arise from, or in connection with, the performance of the work hereunder by COMPANY, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

Insurance Services Office form number GL 0002 (Ed. 1/73) covering commercial General Liability and Insurance Services Office form number GL 0404 covering Broad Form Commercial General Liability; or insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including, X, C, U, (E DATE).

1. Explosion, Collapse & Underground coverage.

2. Insurance Services Office form number CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage also to include code 8 "hired autos" and code 9 "non-owned" autos.

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

4. PROPERTY Insurance against all risks of loss to any tenant improvement or betterments.

B. Minimum Limits of Insurance.

COMPANY shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of $100,000 per accident.

4. Property Insurance: Full replacement cost with no co-insurance penalty provision.

C. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage(s)

a. The City of Morgan Hill, its officers, employees, agents and contractors are to be covered as additional insured(s) as respects: Liability arising out of activities performed by or on behalf of, COMPANY; products and completed operations of COMPANY; premises owned, leased or used by COMPANY; and automobiles owned, leased, hired or borrowed by COMPANY. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. COMPANY'S insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of COMPANY'S insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by COMPANY shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that COMPANY'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage(s)

Each insurance policy required by this AGREEMENT shall not be cancelled or materially changed except after thirty (30) days' prior written notice has been given to CITY.

D. Acceptability of Insurers.

Insurance is to be placed with insurers with an AM Best rating of A-VII or greater.

E. Verification of Coverage.

COMPANY shall furnish CITY with copies of broad form additional insured endorsement upon execution of this lease and upon each policy renewal thereafter. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY has right to review and approve any replacement insurance policy and would not reasonably withhold such approval.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

CITY OF MORGAN HILL
Risk Manager
17555 Peak Avenue
Morgan Hill, California 95112-5509

F. Subcontractors.

COMPANY shall require all subcontractors to obtain coverage as specified above.

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: May 4, 2022

PREPARED BY:
Dat Nguyen, Finance Director
APPROVED BY: City Manager

APPROVE CONTRACT AGREEMENT WITH INFOSEND FOR UTILITY BILLING PRINTING, MAILING, ELECTRONIC BILL PRESENTMENT AND PAYMENT SERVICES, AND PAYMENT PROCESSING SERVICES

RECOMMENDATION(S)

Authorize the City Manager to execute an agreement with Infosend for an amount not-to-exceed $199,516 for a three-year term for utility bill printing, mailing, electronic bill presentment and payment services, and payment processing services.

Estimated Time:

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities
Protecting the Environment and Preserving Open Space and Agricultural Land

2022-2023 Strategic Priorities
Fiscal Sustainability
Community Outreach, Engagement, and Messaging

REPORT NARRATIVE:

The City of Morgan Hill currently bills utility (water and wastewater) customers on a monthly basis. The City has been using Infosend, Inc. for numerous years to process the monthly bill printing and mailing. In 2009, the City revamped its website to provide customers with an on-line option to receive and pay their bills. On March 18, 2009, staff recommended, and City Council authorized a contract with Infosend, Inc for combined billing services of printing, mailing, and electronic bill presentment and payment (EBPP). Subsequently, staff recommended and City Council authorized a new contract with Infosend, Inc. for EBPP through a request for proposals (RFP) on June 21, 2017. Infosend offered to enter into a new agreement with the option to extend up to two additional one-year terms with an added service of payment processing.

The proposed new agreement would keep the cost the same as the existing agreement except for added new eBusiness Services or payment processing services and enhanced communication and messaging, including Interactive Voice Response (IVR) and SMS Text-to-Pay, which allow customers to make payments via automated phone service and text reply to have the registered

payment method payment drafted, speeding up the time to payment. Staff believes this is a good offer as a new RFP would not likely result in any savings. In addition, staff has overall been very satisfied with the services Infosend has provided. Furthermore, a possible switch to a new vendor for EBPP would create confusion for customers.

COMMUNITY ENGAGEMENT:
Inform

This staff report serves to inform the community of the proposed contract agreement with Infosend, Inc. for EBPP and payment processing services.

ALTERNATIVE ACTIONS:
The City Council could decide not to authorize the City Manager to execute an agreement with Infosend and direct staff to go through an RFP process.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
On June 21, 2017, the City Council approved an agreement with Infosend for Utility Billing's EBPP services.

FISCAL AND RESOURCE IMPACT:
The costs for these services are budgeted in the current adopted budget.

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.

SERVICE AGREEMENT
INFOSEND, INC.

THIS AGREEMENT is entered into and becomes effective on July 1, 2022 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and InfoSend, Inc a California corporation ("SERVICE PROVIDER") hereinafter referred to collectively as "Parties." In consideration ofthe 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_____, ____, 2022

2. **Term of Agreement**. This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2025, at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for up to two, one-year periods. 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 Utility Billing Customer Services as further described in **Exhibit A.**

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

4.1. Amount. $199,516.00. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed One Hundred Ninety-Nine Thousand, Five Hundred Sixteen and no/100 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 the extended term exceed 105% of the maximum compensation allowed to be paid to SERVICE PROVIDER for one year of service during the initial term of this Agreement.

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 basisunless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to thedepartment 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 ofbilled 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 productor 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 thisAgreement, 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, competenceand skill exercised by qualified members of the SERVICE PROVIDER'S profession. By delivery of completedwork, SERVICE PROVIDER certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. 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 SERVICEPROVIDER is performing work or service pursuant to this Agreement, SERVICE PROVIDER will first obtainthe 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 toor 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 undera single policy for the full limits required or by a combination of underlying policies with the balanceprovided by excess or "umbrella" policies, provided each such policy complies with the requirementsset 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 coveringall 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 underSERVICE 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. Professional Liability.

8.1.4.1. If the performance of SERVICE PROVIDER's work or service under this Agreement involves professional and/or technical services (examples include, but arenot limited to, architects, engineers, land surveyors, and appraisers), SERVICE PROVIDER shall procure and maintain either a claims made or occurrence Errors andOmission 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 SERVICEPROVIDER 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.

8.1.4.2. 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 DataBreach, 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.

8.1.5. Crime/Fidelity Bond: If the performance of SERVICE PROVIDER's work orservice 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 Providers' 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.

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

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

8.2.1.3. Insurance shall be primary non-contributing.

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 visitsand 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 issuedby 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 ofa 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 SERVICE PROVIDER 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 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 incarrying out their obligations under this Agreement. SERVICE PROVIDER and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant tothis 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, stateand 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 underthis 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 toenter 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 fromany 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 consentby 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.

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:

Infosend, Inc.
4240 E La Palma Ave
Anaheim, CA 92807-1816

Address of CITY is as follows:

Utility Billing 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

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 actionis resolved.

17.2. Access to and Audit of Records. The CITY shall have the right to examine, monitor and auditall 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 mattersconnected 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. **Force Majeure**. Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control ("Force Majeure Event") such as natural disasters, war, terrorist acts, riots, labor strikes, civil disturbances, extra-ordinary losses of utilities (including telecommunications services), computer "hacker" attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of government authority, including civil and military authorities and courts, fuel or energy shortages, labor shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, and/or acts or omissions of common carrier. These causes will not excuse CITY from paying previously accrued payables due to SERVICE PROVIDER through any available lawful means acceptable to InfoSend.

21. **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.

22. **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.

23. **Defense and Indemnification**.

23.1. 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 obligationscontained in this Agreement by SERVICE PROVIDER, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

23.2. 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.

23.3. 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.

23.4. 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 (23) 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.

23.5. 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.

23.6. Limitation of Liability. In no event shall either party be liable to the other for indirect, special or consequential damages even if such party has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

24. **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 andSERVICE 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 shallgovern and control over any provision contained in an exhibit to this Agreement.

25. **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.

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 construedand 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. **Piggyback Cooperative.** SERVICE PROVIDER and CITY agree that SERVICE PROVIDER may offer the prices and the terms and conditions offered herein to other government agencies that wish to participate in a cooperative purchase program with the CITY. SERVICE PROVIDER will review these requests from other government agencies on a case-by-case basis to decide whether this Agreement can be extended to the new agency. At a minimum, the following requirements must be met for the prices in this Agreement be extended to the new agency:

29.1 The new agency must require similar types of service for similar document types (i.e. utility bills and notices).The monthly document volume that SERVICE PROVIDER will produce must be similar, or at a minimum, acceptable.

29.2 The new agency must agree to use SERVICE PROVIDER'S standard envelopes.

29.3 If the above conditions are not met, then SERVICE PROVIDER will provide the new agency with revised pricing that it can elect to accept if it moves forward with the cooperative purchase program. Other agencies will be responsible for entering into separate agreements with the contract and for all payments thereunder.

//

//

//

//

[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 bindthe entities fully to each and all of the obligations set forth in this Agreement.

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

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

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

_____

City Clerk/Deputy City Clerk

Michelle Bigelow

Print Name

Date: _____

APPROVED AS TO FORM:

_____

City Attorney

Donald A. Larkin

Print Name

Date: _____

CITY OF MORGAN HILL

_____

City Manager

Christina J. Turner

Print Name

Date: _____

InfoSend, Inc.

_____

By:

_____

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

Date: _____

_____

By:

_____

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

_____

EXHIBIT A

Scope of InfoSend Services

This Exhibit provides the Services which InfoSend shall deliver to City to permit City's customers ("Users") to use the products andservices to view and pay their bills. These services will include:

☑	**Data Processing, Printing and Mailing Service ("DPPM Service")**: During the term of this Agreement, InfoSend will provide data processing, printing, and mailing services. The Service consists of processing data, printing documents, mailpreparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards, and letters.
☑	**eBusiness Services (the "eBusiness Services"):** During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Professional Services in this Exhibit A for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned "Job Code".
- InfoSend will process the mailing addresses and perform the following functions:
    - Apply CASS-certified address validation
    - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
    - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend's system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Section 2. eBusiness Service Description

A. General System Description

- Mobile-Ready Customer Engagement: all products are mobile compatible out of the box, with no app store downloads

required of customers. Powered by InfoSend's CCM platform, customer specific messaging and payment reminders are delivered electronically.

- Multi-Channel Payment Collection: InfoSend's payment platform will consolidate web, telephone, SMS, CSR, in-person EMV and bank payments into a single lockbox file.
- One-Time and Automatic Payments: allow customers to quickly make a one-time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- Bill Notification and Presentment: notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers inbox or show online via the secure portal.
- Interactive Voice Response (IVR): accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- SMS Text-to-Pay: enrolled customers may opt in to receive text notifications of new bills and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- Bank Payments (MasterCard RPPS): InfoSend can collect payments made via the customer bank and include them within the lockbox file.
- PCI-Compliant Cloud Based Solution: electronic billing and payment related products hosted in the cloud by InfoSend in a secure PCI-Level 1 compliant environment.

B. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format, using the Data Transfer and Processing workflow described in Section 1.
- Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- If the Client is not using InfoSend's DPPM Service, USPS address workflow will not be applied.
- Data loaded into the eBusiness system is used to facilitate accurate payments via Web, IVR, SMS or Bank BillPay.

C. Customer Enrollment and Bill Notification

- Data loaded into the system will be used to facilitate customer enrollment, using two pieces of information specific to the customer bill.
- For enrolled customers, system will send a notification of the new bill available via email.
- For enrolled customers who have opted in, system will send an SMS alert.
- For customers using the IVR system, bill information will be dictated by text to voice.
- For customers paying via Bank BillPay, the account number can be validated by the system prior to accepting payment.
- The system may optionally be configured to display a PDF replica of the bill image.

D. Customer Payment and Reporting

- Customers can make payment via Web, SMS, IVR or Bank BillPay, depending on channels which Client has requested InfoSend setup.
- Payments can be configured to allow Users to pay by bank account and/or credit/debit card.
- All payments will be reported in a standard daily "lockbox" file.

Professional Services

InfoSend's Professional Services Fees which InfoSend shall bill to City in exchange for Professional Services.

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on an annual basis, starting with the first anniversary of the Agreement date, if needed. The City will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Professional Services Fees are changed unless the terms or conditions of the Agreement have changed.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in this Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless City requests a change ormakes changes to its data file format or business rules which necessitates a change to InfoSend's system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of City's data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is $125.00 per hour. In the event that a project will incur billable Professional Services hours, City will be informed before work begins. InfoSend and City will execute a Statement of Work for the project that City wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply, and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if City accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- **Fixed Quote** – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. City understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require City to pay for these changes on a Time and Materials basis. City will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.

- **Time and Materials Quote** – should it not be possible to provide a fixed quote due to the nature of a City's requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and City will be invoiced weekly for the hours spent on the project.

Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in this Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. City understands and agrees to these terms, and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture City's specific requirements and data types.

EXHIBIT B

InfoSend Fees

This Exhibit 2 provides the Fees which InfoSend shall bill to City in exchange for Primary Services.

Section 1. Price Escalations to InfoSend Fees

InfoSend Fees may be adjusted once every twelve (12) months to account for increases in the cost of materials, labor, and other overhead costs. InfoSend reserves the right to increase InfoSend Fees on a yearly basis (starting with thefirst anniversary of the Agreement date). The Client will be notified, in writing, at least thirty (30) days prior to suchprice increase. An amendment to the Agreement will not be required if the Fees are changed unless the terms or conditions of the Agreement have otherwise changed. Postage fees may change at any time per USPS regulations and do not require an amendment to the Agreement.

In addition to this, if Client uses the Printing and Mailing Service, it accepts that InfoSend reserves the right to pass on any extraordinarily high increases to the cost of forms or envelopes at any time. The Client will be notified, in writing, at least thirty (30) days prior to such price increase.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client's actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this rare situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in line with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days' notice.

Section 2. City Representations

Client Volume Assumptions
Customers Contacted or Billed Monthly -Printed – 13,500/mo -Enrolled users – 1,020 -eBills Loaded – 14,134 -Average credit card payments per month – 4,531 -Average ACH payments per month – 3,465 -Total electronic payments per month - 7006

Section 3. DPPM Fees:

Data Processing	
Data Processing Fee (per document)	**$0.01**

Printing and Mailing Service	
Statement Print Fee, per page, with up to 4/1 print	**$0.068**
USPS Postage	**Pass-through** A postage deposit will be required prior to starting service.

Print Color Options (colors per side)	$0.073 for 4/4 printing
Excess Pages Handwork Surcharge (per mail piece)	$0.35
Address Updates	$0.35 ACS

Materials	
Standard Paper Stock (per sheet)	**$0.015**
Standard Outgoing #10 Envelope	**$0.02**
Standard Return #9 Envelope	**$0.017**
Outgoing Flat Envelope – used for mail pieces with excess pages	$0.17

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	$0.01 per insert
Inserting Fee	$0.01 per insert

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	$0.00 – 24-month archive included with EBPP
Professional Services Rate (per hour)	$125.00
Returned Mail Handling	$0.35 per reported returned mail piece
Remit Tracking	$100 monthly support fee

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directlyby USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postagerates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

This section is waived.

Section 4. eBusiness Service Fees:

Multi-Channel Payments	
Bank Account (ACH)	**$0.34 per payment**
Credit Card (CC) Interchange: Pass-through	**$0.34 per payment**

Above fees cover payment initiation through all channels hosted by InfoSend. All Payment Processing fees will be assessed by Global Payments and included in a merchant statement. Interchange rates are determined by the Card Organizations and is passed through to Client. All pricing is based on"Client Volume Assumptions" listed and excludes applicable sales tax.

Online BillPay Platform	
Online BillPay Setup Fee, including SSO connection to Water Smart	$0.00 – Waived ($4995 value)
Monthly Maintenance	$199.00
Per eBill Loaded	$0.03
Per Enrolled Customer Fee	$0.00 - Waived

IVR Platform (Optional)	
IVR Setup Fee	$0.00 – Waived ($2995 value)
Second Language Recording Setup Fee (Optional)	$550.00
Monthly Maintenance	$149.00
IVR Per Call Fee	$0.23

SMS Platform (Optional)	
SMS Setup Fee	$0.00 - Waived
Monthly Maintenance	$0.00 - Waived
SMS Per Text Fee	$0.03

Misc. Payment Fees	
Monthly Outbound Voice and SMS Messaging	Two buckets offered: $350.00 – 0 to 5,000 messages $500.00 – 5,001-10,000 messages $0.10 per message thereafter
ACH Return Fee	$3.50
Chargeback Fee	$20.00
In-Person Virtual Terminal Payments	Included (Must purchase device separately)

Online Banking Payment Consolidation (Optional)	
Setup Fee	$995.00
Per Bank Payment Fee	$0.13

Per Reversal (Optional)	$3.50

Outbound Notifications (Optional)	
Setup Fee	$0.00 – Waived ($995 value)
Monthly Minimum (for up to 3000 IVR Minutes and/or SMS Messages)	$95.00
Per IVR Minute after Minimum	$0.10
Per SMS after Minimum	$0.10

Section 5. Client Go-Live and Fees

InfoSend will provide Client with a Demo instance of the System to approve configuration and simulation of Services. Upon Client approval of the Demo instance of the System and sample outputs from Services, InfoSend will create a copy of Demo System in Production for completion of final User Acceptance Testing (UAT). Client will be given the UAT Period to complete internal testing prior to initiating Go-Live. All Setup and recurring Monthly Fees will become due upon the sooner of (a) Client Go-Live with the application or (b) 60 days from InfoSend delivery of Production System for UAT.

Section 6. Implementation Project Cost Subsidization:

InfoSend's internal costs to complete the project is higher than the Setup fees given. InfoSend has subsidized thesefees by factoring in years of service given the term of the Agreement. Should Client cancel the project or terminate the Agreement at its convenience less than one (1) year from the Effective Date then it must pay according to the below:

- **EBPP Setup Fee:** 100% of Setup fees quoted or listed as "Waived" in the pricing exhibit.

EXHIBIT C

Additional Terms & Conditions

This Exhibit C contains terms and conditions which shall supplement the terms and conditions contained in the Service Agreement.

Definitions

The following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

"User(s)" shall mean a customer or employee of Client accessing InfoSend hosted applications via the Internet. Users of the System will agree to accept all the terms and conditions herein, and may be issued a unique User ID and/or password by InfoSend or Client.

"Services" shall include the performance of the Services detailed in Exhibit A of this Agreement.

"System" shall include all InfoSend hosted data and software applications.

License Grant and Restrictions

Grant of License
InfoSend agrees to provide to Users the right to use software and the provision of Services, but in all cases only in full and complete compliance with all of the terms and conditions of this Agreement. Subject to the terms of this Agreement, InfoSend hereby grants, and Client hereby accepts, for the Term (as defined herein) of this Agreement, a non-exclusive, non-transferable license to access and use and to permit its Users to access and use the System via the Internet (the "License").

License Restrictions
Client hereby agrees not to: (i) reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source or object code for, the System; (ii) use the System, or any component thereof, in any manner contrary to applicable laws or government regulations; or (iii) otherwise affect or attempt to enable the unauthorized use (with or without User ID and/or password) of the System.

Confidentiality & Intellectual Property

Confidentiality
All information and data relating to Client's business, as well as all User information, submitted by Client to InfoSend under this Agreement shall be treated as confidential by InfoSend and shall not, except as required to perform the Services under this Agreement or otherwise required by law, be disclosed to any third party by InfoSend without Client's written consent. InfoSend shall promptly notify Client should InfoSend be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admission, or other discovery request or court order (a "Request to Disclose") from any third party regarding this Agreement, the Services performed under this Agreement, and/or seeking such information or data. Client shall be responsible to timely make appropriate objections to any Request to Disclose.

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains during the term of this Agreement about InfoSend's business (the "Confidential Information"), which Confidential Information shall include InfoSend's operations, financial condition, technology, systems, suppliers, clients or prospective clients, marketing data, plans, pricing, and models, or personnel, unless required by applicable law. Client will ensure that its employees and agents similarly abide by the requirements hereof. Client will promptly notify InfoSend of its receipt of a Request to Disclose and Confidential Information, and InfoSend shall be responsible to timely make appropriate objections thereto.

Intellectual Property
InfoSend, and its licensors, where applicable, owns all rights, title and interest, including all related Intellectual Property Rights, in and to InfoSend technology, the content and the Services. The InfoSend name, the InfoSend logo, and the product names associated with the Service are trademarks of InfoSend or third parties, and no right or license is granted to use them.

Representations & Warranties

InfoSend Representations and Warranties
InfoSend represents and warrants that it has the legal power and authority to enter into this Agreement and that Services will be provided in a professional and workmanlike manner.

InfoSend warrants that the Services will materially perform the functions that the Client has selected under normal use and circumstances and that InfoSend shall use commercially reasonable measures to protect Client Data to the extent that it retains such data in the operation of the Services. Provided that Client gives InfoSend written notice of failure to meet the foregoing warranty within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), InfoSend warrants that it will use commercially reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If there is no notice by Client within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), it shall be deemed Client has accepted the Services and waived any claims to the otherwise.

Client Representations and Warranties
Client represents and warrants that it has the legal power and authority to enter into this Agreement and provide to InfoSend all information and data necessary for InfoSend to perform the Services. Client further warrants that it will comply with all laws, regulations, and compliance requirements applicable to Client's and User's activities covered by this Agreement.

Warranty Disclaimer
Except as expressly set forth above, InfoSend disclaims all other representations or warranties, express or implied, made to Client or any other party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement, to the extent permitted by applicable law.

InfoSend and its licensors and payment processors do not represent or warrant that (i) the use of the Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the Services will not delay in processing or paying to the extent such delay is caused by things outside the control of InfoSend. Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. InfoSend is not responsible for any delays, delivery failures, or other damage resulting from such problems.

In performing the Services, InfoSend is responsible for producing for print or online display the content that Client provides to InfoSend. InfoSend is not responsible for reviewing the content for spelling or typos, nor is InfoSend responsible for verifying the accuracy or legality of the content. It is Client's sole responsibility to verify that the content that InfoSend's applications will produce on Client's behalf is appropriate for distribution.

Inbound Communication Services Disclaimer
InfoSend Inbound Communication services are intended to receive communications and data from clients to facilitate the performance of InfoSend Services. While the inbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service

disruptions. Client acknowledges that it is aware of the potential hazards associated with using such infrastructure and will be responsible for ensuring InfoSend is in receipt of any communication or data destined for InfoSend. Client releases InfoSend from any and all liability that results from an unsuccessful communication or data transfer to InfoSend, one which does not produce a confirmation receipt from InfoSend.

Outbound Services Disclaimer

InfoSend Outbound Communication services are intended to create additional methods of communication for clients in support of existing processes. These services are not intended to replace all interaction with Client's end users or employees. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Client acknowledges that Client is aware of the potential hazards associated with relying on an automated outbound service feature when using InfoSend services. Client agrees that it is giving up in advance any right to make any claim against InfoSend, and that Client forever releases InfoSend from any and all liability caused by (a) any failed USPS delivery; (b) any failed email delivery; (c) any failed SMS or call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; or (d) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder. Such release shall include instances where Client, Client's employees, or Client's end user suffer injury or damage due to the failure of outbound services to operate, even though InfoSend may know or suspect what or how extensive those injuries or damages might be, unless such losses were directly attributable to InfoSend's gross negligence or willful misconduct.

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: May 4, 2022

PREPARED BY:
Yat Cho, Senior Project Manager
APPROVED BY: City Manager

APPROVE ARTIST AGREEMENT WITH EVELYN DAVIS FOR THE WEST LITTLE LLAGAS CREEK TRAIL PROJECT

RECOMMENDATION(S)
Authorize the City Manager to execute and administer an artist agreement with Evelyn Davis for an amount not-to-exceed $17,500 for a Steelhead Trout Sculpture.

Estimated Time: not applicable

COUNCIL PRIORITIES, GOALS & STRATEGIES
City Council Ongoing Priorities
Supporting our Youth, Seniors, and Entire Community
Preserving our Community History

Guiding Documents
Bikeways, Trails, and Recreation Master Plan

REPORT NARRATIVE:
Valley Water has been working on the Upper Llagas Creek Flood Protection Project for many years. When completed, this project will provide flood control for West Little Llagas Creek running through Morgan Hill, protecting both homes and businesses. Phase 1 of this project will include the construction of flood control improvements with a maintenance road from Watsonville Road to Lake Silvera. In collaboration with Valley Water, a paved trail along West Little Llagas Creek from Watsonville Road to Lake Silvera (Attachment A) is also being constructed. In addition to the paved trail, there will be an observation area along with enhancements to the crosswalks at both Middle Avenue and Watsonville Road, interpretive signage, and other amenities to allow the community to access and enjoy the newly restored Lake Silvera.

As part of this project, the City has committed to the installation of a sculpture or artwork as part of this project (per grant funding requirements). On April 5, 2022, the Library, Cultural, and Arts Commission reviewed and recommended the installation of Evelyn Davis' Steelhead Trout Bronze Sculpture (Attachment B). Staff is recommending moving forward and working with Evelyn Davis as she is a local bronze artist that has

completed most of the previous wildlife-themed sculptures along the West Little Llagas Creek. Furthermore, Evelyn Davis' past work with the City has been outstanding, and has strong ties to the community. If approved, staff will work directly with Evelyn Davis to have the sculpture installed in 2022.

Staff recommends authorizing the City Manager to execute the artist agreement with Evelyn Davis in the amount of $17,500 to complete this work.

COMMUNITY ENGAGEMENT:

The proposed sculpture was presented to Library, Cutural and Arts Commission on April 5, 2022.

ALTERNATIVE ACTIONS:

City Council may elect to not approve this agreement and direct City Staff to review other possible designs. This is not recommended as there will be months in delay in getting the sculpture designed, fabricated, and installed.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

City Council approved the West Little Llagas Creek Trail as a project in the City's approved Capital Improvement Program. Furthermore, this is a project that has been supported by the City Council through the approval of the 2017 Master Bikeways, Trails, Parks, Facilities, and Recreation Master Plan.

September 27, 2017 - Grant Application to the State of California Habitat Conservation Fund (HCF) Program
October 4, 2017 - Grant Application to the Valley Water
December 6, 2017 - Grant Application to the Santa Clara Valley Open Space Authority
July 17, 2019 - Approve Design Agreement for West Little Llagas Creek Trail Project
September 15, 2020 - (Parks and Recreation Commission) West Little Llagas Creek Trail and Valley Water Cost Share
April 5, 2022 - (Library, Cultural and Arts Commission) Review and recommend to the City Council that the Steelhead Trout Sculpture proposed by Evelyn Davis be approved.

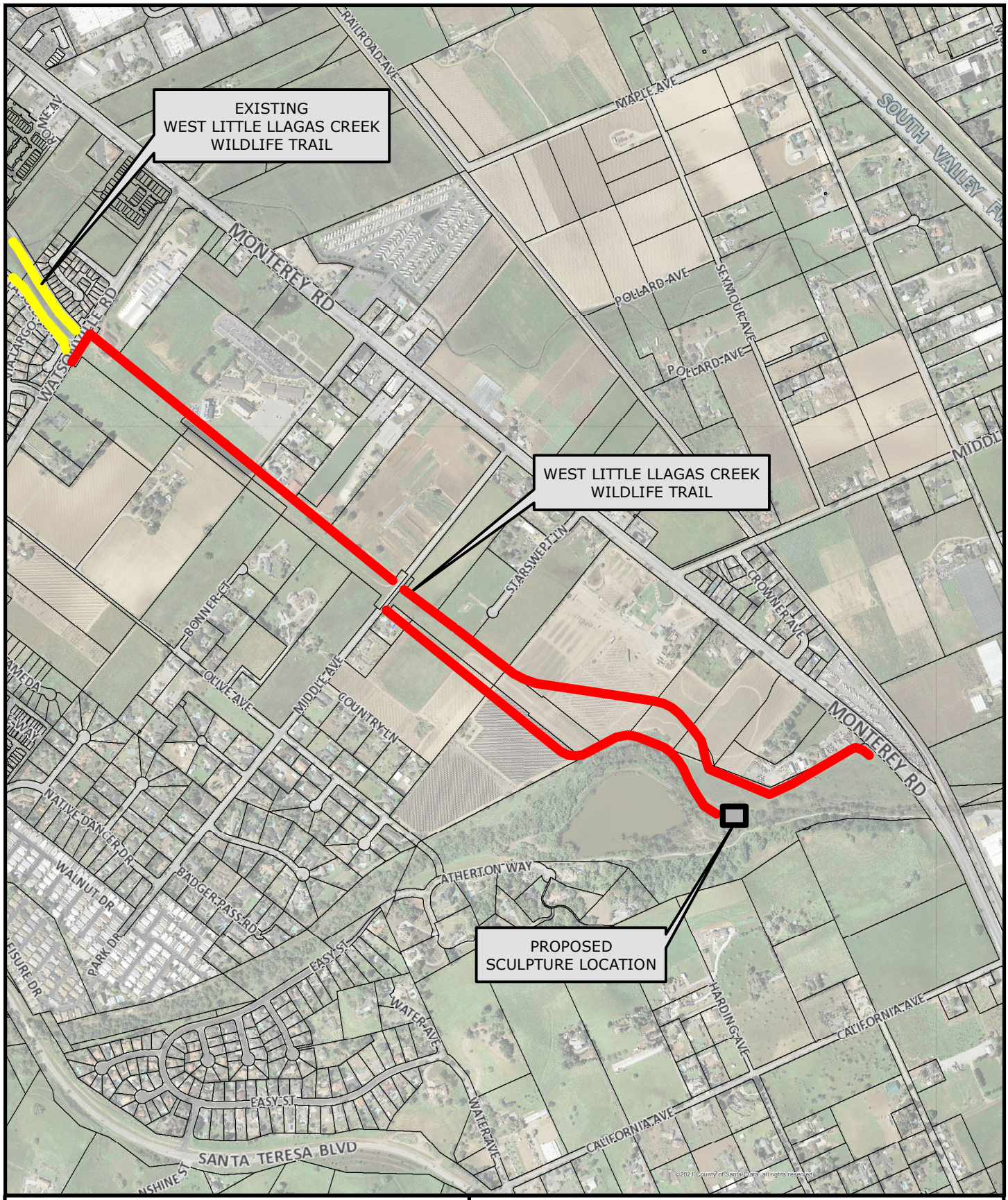
FISCAL AND RESOURCE IMPACT:

Sufficient funds are available for this work under the West Little Llagas Creek Trail Project (117001).

CEQA (California Environmental Quality Act):

Categorical Exemption
Addition of the art to the West Little Lllagas Creek Trail Project is categorically exempt from CEQA under Section 15304, Minor Alterations to Land, which covers minor public or private alterations to the condition of land, water, and/or vegetation which do not

involve removal of healthy, mature, scenic trees for forestry or agricultural purposes, including the creation of bicycle lanes on existing right-of-way.



CITY OF MORGAN HILL
Engineering and Utilities Department
CIP Engineering Division

G:\R-14\Proj\GIS\John\Yat_WatsonvillePathoVERALL.mxd

WEST LITTLE LLAGAS CREEK
WILDLIFE TRAIL

0 375 750 1,500 2,250 3,000
Feet

INSTALLATION

The drawing to the right is provided to show what the completed artwork will look like.

At the time of the boulder installation, the steelhead trout artwork will not be on site, but the artist will be there to choose the orientation of the rock.

The boulder will already be on site-delivered by U-Save Rockery in Morgan Hill.

The boulder will be between 1000 and 1500 pounds and 45”-55” tall.

Contractors are needed to use their equipment to excavate a hole deep enough to secure the bottom of the boulder in the ground.

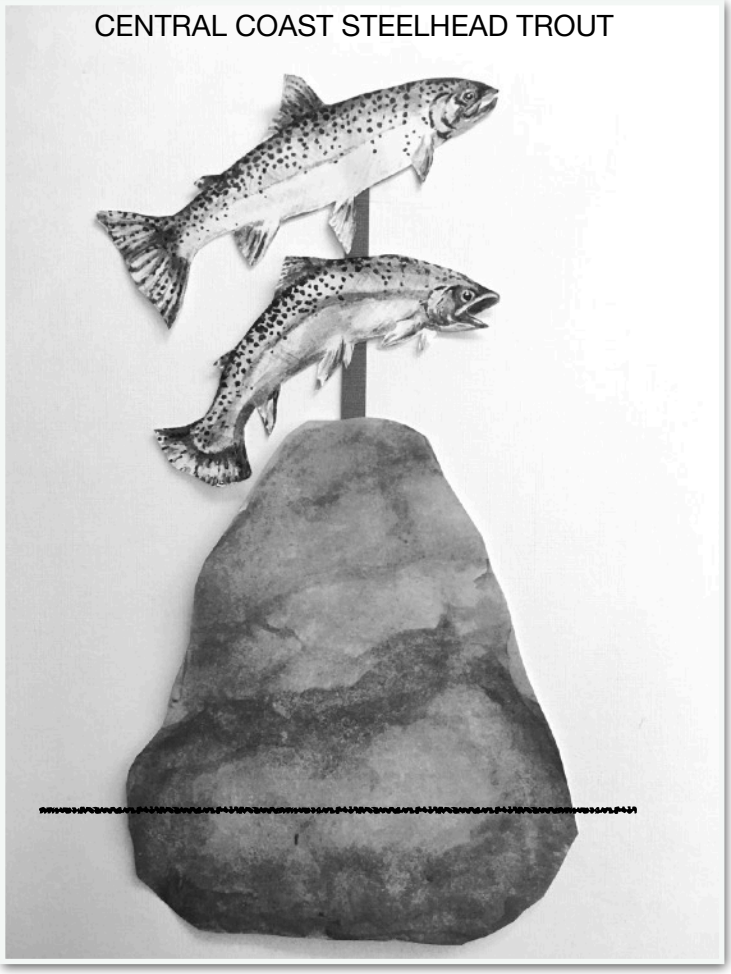
The contractors will make some kind of metal framework to be placed in the hole in such a way as to fix the boulder in position.

Contractors will use their equipment to lower the rock into position.

The contractors will mix and pour the concrete into the hole around the bottom of the rock.

When the concrete has dried, some of the removed dirt will be replaced around the bottom of the rock to cover the concrete.

If the contractors have a different method of installing the rock that will make it more sturdy and immovable, we would defer to their experience.



Black line indicates approximate ground level.

Evelyn Davis 2/11/22

ARTIST AGREEMENT BY AND BETWEEN
THE CITY OF MORGAN HILL AND
EVELYN A. DAVIS FOR A DOWNTOWN PARKS ART

This ARTIST AGREEMENT ("Agreement") is made and entered into by and between the City of Morgan Hill, a municipal corporation of the State of California ("City") and Evelyn A. Davis, an individual ("Artist") as of this _____ day of _____, 2022 (the "Effective Date"). City and Artist may be collectively referred to as "Parties" and individually referred to as a "Party."

Recitals

A. The City desires to enhance the park and trail facilities of the City of Morgan Hill (West Little Llagas Creek Trail) with artwork.

B. The Library, Culture and Arts Commission recommended for approval this art work.

C. The Artist submitted art proposal was approved by the City Council on May 4, 2022.

D. Artist is in need of financial assistance for costs and expenses to implement Artist's artwork.

NOW, THEREFORE, in consideration of the facts set forth above and below and for adequate consideration, the receipt and sufficiency of which are hereby acknowledged, City and Artist agree as follows:

Agreement

1. Grant. City hereby grants to Artist the amount of Seventeen Thousand Five Hundred Dollars ($17,500) (the "Grant Award"). Artist agrees to use the Grant Award only for those costs related to Artist's placemaking work described Exhibit "A" entitled "Project Description, Performance and Payment Schedule," attached hereto and incorporated herein by this reference (the "Work"). City shall make disbursements of the Grant Award to Artist in accordance with the schedule set forth in Exhibit "A" the Project Description, Performance and Payment Schedule.

2. Work. Artist will create the Work at Artist's cost and expense. On or before December 31, 2022, Artist will:

    a. Deliver to the City (at a location determined by the City) the Work.
    b. Work shall include all necessary installation materials to for installation at the location approved by the City (the “Display Site).
    c. Upon delivery, City and Artist agree that the Work shall be the property of City. Artist shall commit to coordinate the installation with a non-profit organization or subcontractor with experience installing such artwork. The non-profit organization or subcontractor shall apply for and receive an encroachment permit from the City before commencing the installation. Installation costs shall be the sole responsibility of the artist.
    d. City may remove the Work at any time; provided, however, that City and Artist understand that City intends the Work to be on display at the Display Site for at least 25 years.

3. Artist's Representations. Artist represents and warrants to the City the following:
    a. The individuals signing below have full legal power and authority to sign for and bind the Artist to all obligations under this Agreement. There is no consent needed from any third party for Artist to enter into this Agreement.
    b. Artist will timely obtain all necessary permits and perform all work pursuant to this Agreement in full compliance with all permits obtained, as well as all other applicable

laws. Artist warrants that it will continue to comply with all permits obtained and laws applicable to its activities pursuant to this Agreement during the term of this Agreement.

4. Waiver of Artist Rights.
   a. Artist expressly acknowledges the provisions of and agrees to fully and completely waive any and all rights that Artist may have pursuant to Title 17 U.S.C. Section 101 *at seq* (commonly known as the "Visual Artists Rights Act of 1990 "), pursuant to Section 987 *et seq* of the California Civil Code (the "California Art Preservation Act "), or pursuant to any other law, statute, policy or regulation, to the extent any such right may exist, in connection with the Work.
   b. Artist further agrees that City shall have the right to remove, relocate, modify, reproduce, store, dispose of, loan or provide to others, or take any other actions upon the Work as City may determine to be reasonable or appropriate.
   c. Artist agrees that City, without charge to City, may make photographs or other reproductions of the Work without payment of royalty or other payment to Artist

5. Term of Agreement. This Agreement is effective as of the Effective Date first set forth above and shall December 31, 2022, subject to earlier termination by a Party as set forth in Section 11(d) below.

6. Notices. Notices and other communications shall be in writing and personally delivered to or mailed via first class United States mail to a Party as follows:

City:	City of Morgan Hill 17575 Peak Avenue Morgan Hill, CA 95037 Attention: Chris Ghione
Artist:	Evelyn Davis 5770 Croy Road Morgan Hill, CA 95037 Attention: Evelyn Davis

or to such other address as a Party may designate by providing notice as required by this section to the other Party.

7. Independent Contractor. Artist is an independent contractor and shall furnish all supervision, labor, materials, equipment, supplies and other incidentals in connection with the Work and shall be entitled to no benefits, insurance, compensation or other entitlement whatsoever as a City employee.

8. No Assignment. Artist understands that the grant provided by City for the work provided under this Agreement by Artist in connection with the Work is personal to Artist and may not be assigned, delegated or transferred.

9. Repairs and Maintenance. Artist shall install, repair and maintain the Work in good condition for a period of six months from the date of full completion of installation of the Work.

10. Indemnification and Release. Artist hereby releases CITY from, and waives all claims against CITY for, any and all liability in connection with the Work and all activities of Artist under this Agreement. Artist shall save, defend, and hold harmless City, its officers, employees and agents, from any and all causes of action, legal suits, claims, demands or liability of any nature arising out of or in connection with any act or omission of Artist or any agent of Artist arising out of this Agreement to the fullest extent allowed by law, excepting only those resulting solely from

the intentional and willful or grossly negligent acts of City. This provision shall survive expiration or termination of this Agreement.

11. General.
    a. The Parties agree to comply with all applicable laws in the performance of their respective tasks and obligations under this Agreement.
    b. Artist shall procure and maintain in full force and effect all required licenses, permits or other approvals necessary to perform Artist's work under this Agreement and shall comply with the terms and conditions thereof.
    c. This Agreement shall be interpreted and construed in accordance with the laws of the State of California. The venue for any action arising out of this Agreement shall be the courts of Santa Clara County, California.
    d. Either Party may terminate this Agreement by providing at least seven (7) days' advance notice to the other Party; provided, however, that Artist shall return all unexpended grant funds to City prior to the effective date of such termination and the obligation to return said grant funds to City shall survive any termination of this Agreement.
    e. This Agreement constitutes the entire agreement of the Parties as to the matters discussed herein. This Agreement may be modified by the Parties in a writing duly executed by both Parties.

WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

CITY OF MORGAN HILL, a municipal corporation:	Artist:
_____	_____
Christina Turner City Manager	Evelyn Davis
Approved as to form :	
_____	
Donald Larkin,City Attorney	

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: May 4, 2022

PREPARED BY:
Kim Mancera, Municipal Services Assistant
APPROVED BY: City Manager

APPROVE THE APRIL 6, 2022 AND THE APRIL 20, 2022 CITY COUNCIL MEETING MINUTES

RECOMMENDATION(S)
Approve the April 6, 2022 and the April 20, 2022 City Council Meeting Minutes.

Estimated Time:

COUNCIL PRIORITIES, GOALS & STRATEGIES

REPORT NARRATIVE:

COMMUNITY ENGAGEMENT:

ALTERNATIVE ACTIONS:

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

FISCAL AND RESOURCE IMPACT:

CEQA (California Environmental Quality Act):

CITY OF MORGAN HILL

Meeting Minutes

City Council

Rich Constantine	-	*Mayor*
Gino Borgioli	-	*Mayor Pro Tem*
John McKay	-	*Council Member*
Yvonne Martinez Beltran	-	*Council Member*
Rene Spring	-	*Council Member*

Wednesday, April 6, 2022 6:00 PM

Virtual Meeting
Link to join the meeting can be found below

SPECIAL/REGULAR MEETING

A special meeting of the City Council was called at 6:00 p.m. for the purpose of conducting a closed session.

SPECIAL MEETING

6:00 p.m. Closed Session

CALL TO ORDER

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

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow called the roll.

PRESENT	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
ABSENT	None

DECLARATION OF POSTING AGENDA

City Clerk Michelle Bigelow declared the posting of the agenda.

CLOSED SESSION

City Attorney Donald Larkin announced the closed session item.

Closed Session Supplements

OPPORTUNITY FOR PUBLIC COMMENT

Public comment for closed session items opened at 6:04 p.m. The following people were called to speak:
Armando Benavides
Kathy Napoli
Sally Casas
Patricia Darling
Joe Baranowski
Yolanda
There being no further requests to speak, public comment closed.

ADJOURN TO CLOSED SESSION

Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation (Govt Code § 54956.9(b)): (One Case)

Alleged violation of the California Voting Rights Act and the FAIR MAPS Act.

The meeting adjourned to closed session at 6:24 p.m.

REGULAR MEETING

7:00 p.m.

The meeting reconvened at 7:20 p.m.

RECOGNITIONS

Proclaiming March 20, 2022 as Nowrūz - Persian New Year's Day

PROCLAMATIONS

Proclaiming the week of April 10-16, 2022 as National Telecommunicator's Week

Proclaiming April 28, 2022 as a Day of Remembrance of the Victims of the Holocaust

Proclaiming the Month of April 2022 as Sexual Assault Awareness Month

CITY COUNCIL REPORTS

Council Member Borgioli asked to forego his report as the agenda was quite lengthy.

CITY MANAGER'S REPORT

City Manager Christina Turner mentioned that with this nice weather people want to be outdoors. She announced that in our most recent Weekly 411 email we had a link to a great map about our local trails and bike lanes. If you did not see that in our 411 you can go to our website and put in bicycling or explore trails and you will find that map. On April 7th, we will have Youth Action Council's Warriors Against Vaping and E-Cigarettes. It is a presentation on vaping's effects on the brain. We are trying with our youth leaders to get the word out on how bad vaping is and, in this case, specifically, how bad it is for developing brains. In addition, we are starting up Sidewalk Saturdays and having our team there. This weekend you can join us from 9 am - 12 noon. We will be talking about the Housing Element. We encourage you to engage with us. We will be close to Coffee Guys on Third Street. Lastly, it is very exciting to share that Art A La Carte is happening on April 3rd at the Community and Cultural Center Amphitheater from 11 am - 2 pm. Please join us for this free event.

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin shared that he is the Council's representative on the PLAN Joint Powers Authority Board. PLAN Joint Powers Authority is the risk pool agency that provides our insurance and risk liability for damage claims. It looks like while we will see increases in our property damage insurance due to things like extreme weather events and fires, our liability will remain relatively flat, which has not happened at any point in the last 5 years. This is a great step forward that one area of our insurance will not be increasing as much as we had anticipated. He also reported that in last year's legislative cycle, the legislature completely reorganized and renumbered the California Public Records Act. They gave us 2 years to adjust to the new numbering system, so it will not go into effect until January of next year. Everything we knew about the Public

Records Act is changing. Don has been appointed to chair the Cal Cities Committee that is going to be responsible for updating all the various guidebooks and other practice materials with the new California Public Records Act.

OTHER REPORTS

Mayor Constantine mentioned that currently, we are halfway through our flood control project through our Downtown. Our box culvert is nearing completion south of Watsonville Rd. We are now constructing Phase 2b which is now digging a tunnel under Nob Hill. When that is completed, our businesses and our residents who currently have to pay flood insurance will no longer have to do so once FEMA has approved the maps. This has been a project which some may know as PL 566 that has been in the works since 1954. This has been a long time coming and great news that we will soon not have to worry about our Downtown flooding.

PUBLIC COMMENT

Public comment for items not on the agenda opened at 7:30 p.m. The following people were called to speak:
Rocke Garcia
Marby Lee
Joe Baranowski
There being no further requests to speak, public comment closed.

City Attorney Donald Larkin announced that closed session was continued to the end of the meeting.

ADOPTION OF AGENDA

MOTION:
Adopting the agenda moving item 16 to follow item 12.

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

CONSENT CALENDAR

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

Time Estimate for Consent Calendar: 1 - 10 Minutes

MOTION:

Approving consent calendar items 1 through 11.

RESULT:	Passed
MOVER:	Mayor Pro Tem Borgioli
SECONDER:	Council Member Spring
AYES:	Mayor Constantine, Council Member Spring, Mayor Pro Tem Borgioli, Council Member McKay, Council Member Martinez Beltran
NAYS:	None
ABSTAIN:	None

1. CALL FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022

Recommendation:

1. Adopt resolution calling for a General Municipal Election to be held on Tuesday, November 8, 2022 to elect a Mayor, one Council Member from District B, and one Council Member from District D; and
2. Adopt resolution requesting the services of the Board of Supervisors of the County of Santa Clara and the Registrar of Voters Office - and the Consolidation of the Election.

2. ACCEPT CENTENNIAL RECREATION CENTER EXPANSION PROJECT

Recommendation:

1. Accept as complete the Centennial Recreation Center Expansion Project;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

3. ADOPT ORDINANCE NO. 2330, NEW SERIES AMENDING TITLE 18, DIVISION I, ZONING CODE SECTION 18.26.020 (LAND USE REGULATIONS) OF CHAPTER 18.26 (INDUSTRIAL ZONING DISTRICTS) TO MODIFY THE LAND USES PERMITTED IN THE INDUSTRIAL ZONING DISTRICTS

Recommendation:
Waive the reading, adopt Ordinance No. 2330, 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. APPROVE PARCEL MAP FOR DAKOTA DUNNE SUBDIVISION (APN: 726-09-024) AND RELATED SUBDIVISION IMPROVEMENTS AGREEMENT

Recommendation:

1. Approve the Parcel Map;
2. Authorize the City Manager to execute the Subdivision Improvements Agreement with Michael F. Dunne, Jr. and Jonna Dunne; and
3. Authorize the recordation of the Parcel Map and Subdivision Improvements Agreement.

5. APPROVE AGREEMENT WITH MARK THOMAS AND COMPANY FOR CONSTRUCTION SUPPORT SERVICES ASSOCIATED WITH VALLEY WATER'S FLOOD CONTROL PROJECT

Recommendation:
Authorize the City Manager to execute and administer a consultant agreement with Mark Thomas and Company for a not to exceed amount of $246,000 for construction support services for City improvements associated with Valley Water’s flood control project.

6. APPROVE AGREEMENT WITH SANTA CLARA COUNTY FOR WEED ABATEMENT PROGRAM ADMINISTRATION

Recommendation:
Authorize the City Manager to execute the agreement with Santa Clara County for weed abatement program services.

7. APPROVE INNOVATIVE TRANSIT AGREEMENTS

Recommendation:

1. Authorize the City Manager to execute and administer a grant agreement for innovative transit funding with the Valley Transportation Authority; and
2. Authorize the City Manager to execute and administer a consultant services

agreement with Rideco, Inc. for the provision of transit services within the City of Morgan Hill; and

3. Adopt a budget resolution appropriating $60,000 for Fiscal Year 2021-22 to fund the initiation of the program.

8. APPROVAL OF SECOND AMENDMENT TO AGREEMENT WITH WEST COAST DOOR AND GATE

Recommendation:

1. Approve the Second Amendment to the On-Call Maintenance Service Agreement with West Coast Door and Gate for one additional year of service for $40,000 for a total contract amount of $100,000;
2. Determine that competitive bids upon notice would not likely result in a lower price to the City from a responsible bidder or would cause unnecessary expense or delay under the circumstances per Section 3.04.150 (1) of the Morgan Hill Municipal Code; and
3. Authorize the City Manager to execute and administer the amendment with West Coast Door and Gate.

9. APPROVE FIRST AMENDMENT TO AGREEMENT WITH TESCO CONTROLS, INC. FOR SCADA HARDWARE PURCHASE

Recommendation:

Authorize the City Manager to execute a first amendment to the agreement with Tesco Controls, Inc. for SCADA hardware for a total contract amount of $217,190.

10. APPROVE THE MARCH 16, 2022 CITY COUNCIL MEETING MINUTES

Recommendation:

Approve the March 16, 2022 City Council Meeting Minutes.

11. AWARD 2022 PARKING LOT SEAL COAT PROJECT

Recommendation:

1. Award contract to Silicon Valley Paving, Inc. in the amount of $78,148;
2. Authorize the expenditure of contingency funds not to exceed $7,814; and
3. Authorize City Manager to execute and administer that certain construction contract with Silicon Valley Paving, Inc.

PUBLIC HEARINGS

12. RECONSIDER ACTION TO ADOPT CITY COUNCIL DISTRICT MAP 103 - FROM MARCH 2, 2022 CITY COUNCIL ACTION

Recommendation:

1. Review and discuss whether an alternative map should be adopted in light of a demand to cure a violation of the FAIR MAPS Act; and
2. Determine whether to: a) affirm the adoption of Map 103, or 2) approve an amended resolution identifying an alternative City Council District map.

Estimated Time: 45 Minutes

City Manager Christina Turner provided the report. City Attorney Donald Larkin, City Clerk Michelle Bigelow, and Doctors Douglas Johnson and Justin Levitt with National Demographics Corporation answered questions.

The public hearing opened at 8:18 p.m. The following people were called to speak:
Armando Benavides
Steve Tate
Kathy Napoli
Brian Sullivan
Sally Casas
Doug Muirhead
Chris Skinnell
Delia Gomez
Patricia Darling
Joe Baranowski
Roberto Aguirrez
Yolanda
Miguel Jimenez
There being no further requests to speak, the public hearing closed.

MOTION:
Take no action.

RESULT:	Substitute Motion Made
MOVER:	Council Member Martinez Beltran
SECONDER:	Council Member Spring
AYES:	None
NAYS:	None
ABSTAIN:	None
ABSENT:	None

SUBSTITUTE MOTION:
Rescind the approval of map 103 and adopt the NDC Green Map.

RESULT:	Second Substitute Motion Made
MOVER:	Council Member McKay
SECONDER:	Mayor Pro Tem Borgioli
AYES:	None
NAYS:	None
ABSTAIN:	None
ABSENT:	None

MOTION:
Take no action on the map and authorize the City Attorney to file a validation action motion.

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

The meeting recessed at 9:50 p.m. and reconvened at 10:00 p.m.

MOTION:
Continuing items 14, 15, and 18 to the April 20, 2022 City Council meeting.

RESULT:	Passed
MOVER:	Council Member McKay
SECONDER:	Council Member Spring
AYES:	Mayor Constantine, Council Member Spring, Mayor Pro Tem Borgioli, Council Member McKay, Council Member Martinez Beltran
NAYS:	None
ABSTAIN:	None

ABSENT:	None

OTHER BUSINESS

16. ACCEPT INITIATIVE PETITION IMPACT REPORT AND ADOPT RESOLUTION PLACING THE CITIZENS' INITIATIVE AMENDING THE GENERAL PLAN TO REQUIRE VOTER APPROVAL OF ANY FUTURE MONTEREY ROAD LANE REDUCTION ON THE NOVEMBER 2022 BALLOT

Recommendation:

1. Accept the Initiative Petition Impact Report; and
2. Adopt Resolution placing Initiative Petition Titled: The Citizens' Initiative Amending The General Plan To Require Voter Approval of Any Future Monterey Road Lane Reduction on the November 2022 ballot.

Estimated Time: 45 Minutes

Economic Development Director Matt Mahood provided the report and presentation. City Manager Christina Turner, Public Services Director Chris Ghione, and Assistant City Manager for Development Services Edith Ramirez answered questions.

Public comment opened at 10:31 p.m. The following people were called to speak:
Joe Baranowski
Armando Benavides
Nick Gaich
Roberto Aguirrez
Sally Casas
Bryan Espiritu
Patricia Darling
There being no further requests to speak, public comment closed.

MOTION: Extending the meeting to midnight.

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

SUBSTITUTE MOTION:
Directing staff to place the initiative on the November 2022 ballot and directing the city to halt the lane reduction implementation until the vote has taken place in November 2022.

RESULT:	Failed
MOVER:	Council Member Spring
SECONDER:	Council Member Martinez Beltran
AYES:	Council Member Spring, Council Member Martinez Beltran
NAYS:	Mayor Constantine, Mayor Pro Tem Borgioli, Council Member McKay
ABSTAIN:	None
ABSENT:	None

MOTION:
Approving the recommended actions.

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

PUBLIC HEARING

13. INTRODUCE ORDINANCE APPROVING MILITARY EQUIPMENT POLICIES AS REQUIRED BY AB 481

Recommendation:
1. Waive the first and second reading of the ordinance; and
2. Introduce ordinance approving Morgan Hill Police Department Policies 708--Armored Rescue Vehicle (ARV MedEvac) and 709--Military Equipment.

Estimated Time: 20 minutes

Police Captain Mario Ramirez provided the report and presentation.

The public hearing opened at 11:47 p.m.

Roberto Aguirrez was called to speak.
There being no further requests to speak, the public hearing closed.

MOTION:
Waiving the first and second reading of the ordinance.

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

MOTION:
Introducing the ordinance.

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

MOTION:
Extending the meeting to 12:30 a.m.

RESULT:	Passed
MOVER:	Mayor Constantine
SECONDER:	Council Member Martinez Beltran
AYES:	Mayor Constantine, Council Member Spring, Mayor Pro Tem Borgioli, Council Member McKay, Council Member Martinez Beltran
NAYS:	None

ABSTAIN:	None
ABSENT:	None

14. INTRODUCE ORDINANCE UPDATING WATER WASTE ORDINANCE, ADOPT WATER SHORTAGE RESOLUTION, AND ACCEPT REPORT ON WATER OFFSET PROGRAM

Recommendation:

1. Waive the first and second reading of the ordinance; and
2. Introduce the ordinance updating the City's water waste provisions to reflect the actions and stages identified in the City's Urban Water Management Plan (UWMP);
3. Adopt resolution declaring a Level 4 Water Supply Shortage; and
4. Accept report on the development of a "water offset" program for new development.

Estimated Time: 30 Minutes

Item continued to the April 20, 2022 City Council meeting.

15. CONDUCT TAX AND EQUITY FISCAL RESPONSIBILITY ACT (TEFRA) HEARING APPROVING ISSUANCE OF BONDS FOR VILLAGE AT MADRONE AFFORDABLE HOUSING APARTMENTS AT 18960 MONTEREY STREET WITHIN THE CITY OF MORGAN HILL

Recommendation:

1. Open/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 resolution approving the issuance of bonds by the California Municipal Finance Authority (CMFA), for the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 18960 Monterey Street, Morgan Hill, California (the “Project”).

Estimated Time: 15 Minutes

Item continued to the April 20, 2022 City Council meeting.

OTHER BUSINESS

17. RECEIVE WATER RATE STUDY REPORT, ADOPT RESOLUTION DECLARING INTENT TO IMPLEMENT NEW WATER RATES, COMMENCING PROPOSITION 218 NOTICES, AND SETTING JUNE 1, 2022 AS DATE FOR A PUBLIC HEARING

Recommendation:

1. Receive Water Rate Study report;
2. Adopt resolution declaring intent to adjust water rates and authorizing the

commencement of Proposition 218 noticing; and
3. Set June 1, 2022 as the date for Public Hearing and new water rates adoption.

Estimated Time: 30 Minutes

Finance Director Dat Nguyen provided the report and presentation.

The public comment opened at 12:22 a.m. There being no requests to speak, public comment closed.

MOTION:
Approving the recommended actions.

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

18. ADOPT THE COMMUNICATIONS, OUTREACH, AND ENGAGEMENT PLAN AND APPROVE THE RECOMMENDED STAFFING CHANGES

Recommendation:

1. Adopt the Communications, Outreach, and Engagement Plan; and
2. Approve the classifications for City Clerk/Public Information Officer (PIO); Communications and Engagement Coordinator; and updated Multimedia Coordinator.

Estimated Time: 30 Minutes

Item continued to the April 20, 2022 City Council meeting.

FUTURE COUNCIL INITIATED AGENDA ITEMS

Council Member Martinez Beltran asked to see the Monterey Road Specific Plan come to Council to discuss funding before the budget approval.

Council Member Spring asked for more information about the dirt disposal that Rocke Garcia mentioned during public comment.

The meeting adjourned to the closed session at 12:26 a.m.

ADJOURNMENT

The regular meeting reconvened at 12:53 a.m.

City Attorney Donald Larkin announced that there was no reportable action from the closed session.

There being no further business, the meeting adjourned at 12:54 a.m.

MINUTES PREPARED BY:

Michelle Bigelow, City Clerk

CITY OF MORGAN HILL

Meeting Minutes

City Council

Rich Constantine - Mayor
Gino Borgioli - Mayor Pro Tem
John McKay - Council Member
Yvonne Martinez Beltran - Council Member
Rene Spring - Council Member

Wednesday, April 20, 2022 5:30 PM

Virtual Meeting
Link to join the meeting can be found below

SPECIAL/REGULAR MEETING

A special meeting of the City Council was called at 5:30 p.m. for the purpose of conducting a workshop and a closed session.

SPECIAL MEETING

5:30 p.m. Citywide Transportation Planning Workshop

6:00 p.m. Closed Session

CALL TO ORDER

Mayor Constantine called the special meeting to order at 5:30 p.m.

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow called the roll.

PRESENT	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
ABSENT	None

Mayor Pro Tem Borgioli joined the meeting at 5:35 p.m.

DECLARATION OF POSTING AGENDA

City Clerk Michelle Bigelow declared the posting of the agenda.

CITYWIDE TRANSPORTATION PLANNING WORKSHOP

City staff provided the City Council and Community with an update on the City's programs related to traffic congestion, traffic safety, and transportation management.

The Council discussed future transportation needs and the development of a transportation master plan for the City.

City Manager Christina Turner introduced the workshop and Dina El-Tawansy and Nick Saleh of CalTrans, provided a presentation. Public Services Director Chris Ghione and City Engineer Scott Creer provided a presentation.

CLOSED SESSION

Closed Session Supplements

OPPORTUNITY FOR PUBLIC COMMENT

The public comment opened at 6:52 p.m. The following people were called to speak:
Armando Benavides
Joe Baranowski
Kathy Napoli
Sally Casas
Yolanda
Edith Duran
There being no further requests to speak, public comment closed.

ADJOURN TO CLOSED SESSION
Conference with Legal Counsel – Existing Litigation (Government Code § 54956.9
Tate et al., v. City of Morgan Hill, et al. Santa Clara County Superior Court, Case No. 22CV396857

The closed session item was continued to the end of the meeting.

REGULAR MEETING
7:00 p.m.

The regular meeting was called to order at 7:06 p.m.

RECOGNITIONS
Outgoing Commissioners - Ronald Locicero and Neil Berman

Public Services Director Chris Ghione recognized and acknowledged Outgoing Commissioners Neil Berman and Ronald Locicero. Mayor Constantine thanked both Commissioners for their service on behalf of himself and the Council.

PROCLAMATIONS

Proclaiming April 22, 2022 as Earth Day

Proclaiming April, 29, 2022 as National Arbor Day

PRESENTATIONS

Youth Action Council (YAC - Asset #38 Self Esteem

CITY COUNCIL REPORTS
Mayor Pro Tem Borgioli provided an update on the Llagas Creek Flood Control Project. Phase 1 milestone is complete. All of the flood protection improvements are completed at Lake Silveira. He mentioned that Lake Silveira is a phenomenal lake that houses a lot of our wildlife preserves and they did this phase to really protect our wildlife also. Phase 2, the tunnel, started in October 2021. He reported he has been there at least 4 times in the

last 3 weeks and they are really doing a good job of mitigation relative to the traffic and the delay from the construction. They are getting ready to put in the below-ground conduit for PG&E, Frontier, Verizon, and Comcast. They are progressing very well with almost no delays. Phase 2B which many residents will be happy about is going to be finished somewhere around 2025. This is the phase where FEMA gets involved with flood insurance, so our community has the opportunity not to get flood insurance in that particular area. Anderson Dam is progressing very well and still has a completion date of 2030-2031.

CITY MANAGER'S REPORT

City Manager Christina Turner invited the community to check out the Art a la Carte event on Saturday April 23. It is a Free Children's Arts & Crafts Event from 11 a.m. - 2 p.m. at the Community & Cultural Center Amphitheater. She announced the City's recruitment to fill two terms on the Parks and Recreation Commission with the four-year terms ending April 2026, and one term on the Library, Culture & Arts Commission with the four-year term ending April 2026. The application period ends this Friday, April 22 and at this point, we anticipate interviews to be on May 4. She wanted to notify the community of an event coming up related to Mental Health and Suicide Prevention. This is an Awareness Presentation being held from 6:00 - 7:30 p.m. on Thursday, April 28. You can find more information about this on our website. This presentation is to talk about mental health and suicide, which is an issue and has only compounded since Covid. Understanding the issues around mental health, talking about suicide prevention, how to help others in a crisis, and change the conversation. She asked to please join us to learn valuable coping skills for managing stress, anxiety, and suicide prevention.

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin reported that at the end of the last meeting on April 6, the City Council met in closed session on one item of anticipated litigation. There was no reportable action.

OTHER REPORTS

Council Member McKay had a request for our community and colleagues; he said that things have become very contentious over the redistricting issue over the last month or so and he fears for our community’s wholeness. He would like to see if our community can wait until we have an outcome. Then, when we have an outcome, let's come out the other side and have the grace that we need to have as a community. Whoever prevails, he hopes that they have the grace to not gloat and whoever loses, he hopes they have the grace to not be vindictive. He worries about our community and hopes to get past this as quickly as possible.

PUBLIC COMMENT

Public comment opened at 7:28 p.m. There being no requests to speak, public comment closed.

ADOPTION OF AGENDA

MOTION:

Adopting the agenda as posted.

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

The meeting recessed at 7:31 p.m. and reconvened at 7:42 p.m.

CONSENT CALENDAR

Public comment opened at 7:43 p.m.
Joe Baranowski was called to speak.
There being no further requests to speak, public comment closed.

MOTION:

Approving consent calendar items 1 through 7 and 9 through 13.

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

1. **ADOPT RESOLUTION DETERMINING THAT CONDUCTION OF IN-PERSON MEETINGS WOULD PRESENT A PUBLIC HEALTH RISK AND CONTINUING TELECONFERENCE MEETINGS**

   Recommendation:
   Adopt resolution to continue holding City Council and commission meetings by teleconference.

2. **ADOPT RESOLUTION APPROVING FY2022-23 LIST OF STREET REHABILITATION PROJECTS FUNDED BY SENATE BILL (SB) 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT**

   Recommendation:
   Adopt resolution approving a list of street rehabilitation projects funded by SB 1, The Road Repair and Accountability Act of 2017.

3. **ADOPT ORDINANCE 2331, NEW SERIES, AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING POLICE DEPARTMENT POLICIES 708 (ARMORED RESCUE VEHICLE) AND 709 (MILITARY EQUIPMENT)**

   Recommendation:
   Waive the reading, adopt Ordinance No. 2331, 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 RESOLUTION RESCINDING RESOLUTION 21-016: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL, CALIFORNIA, SUBMITTING TO THE VOTERS OF THE CITY AN INITIATIVE ORDINANCE CHANGING ZONING REGULATIONS THROUGHOUT THE CITY OF MORGAN HILL TO PROHIBIT CERTAIN NEW STORAGE AND DISTRIBUTION USES IN ALL AREAS OF THE CITY AND AMENDING THE REVIEW PROCESS FOR LARGE-SCALE DEVELOPMENT PROJECTS**

   Recommendation:
   Adopt resolution rescinding Resolution 21-016: A resolution of the City Council of the City of Morgan Hill, California, submitting to the voters of the City an initiative ordinance changing zoning regulations throughout the City of Morgan Hill to prohibit certain new storage and distribution uses in all areas of the City and amending the review process for large-scale development projects.

5. **ADOPT RESOLUTION AUTHORIZING AN APPLICATION FOR THE CALIFORNIA CLIMATE INVESTMENTS-DEPARTMENT OF FORESTRY AND FIRE PROTECTION'S (CAL FIRE) FIRE PREVENTION GRANT PROGRAM**

Recommendation:
Adopt resolution authorizing an application for the California Climate Investments-Department of Forestry and Fire Protection's (CAL FIRE) Fire Prevention Grant Program for the purchase of a radio controlled slope mower.

6. **APPROVE AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF MORGAN HILL GRANTING PROGRAM FUNDS FOR THE 2021 STATE HOMELAND SECURITY GRANT PROGRAM**

Recommendation:
Adopt a Resolution to:

1. Accept grant funds from the Santa Clara County Office of Emergency Management via the Department of Homeland Security up to the amount of $17,558 for the purchase of a Long-Range Acoustic Device (LRAD);
2. Amend the adopted Fiscal Year (FY) 2021-2022 budget to recognize the Santa Clara County Office of Emergency Services/ Department of Homeland Security funds as revenue, and appropriate $17,558 in the Police Department budget for the capital expenditures; and
3. Authorize the City Manager to execute the Agreement and approve the purchase up to the amount of $17,558 for an LRAD system from Genasys.

7. **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY FOR THE 2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT**

Recommendation:

1. Authorize the City Manager to execute the Memorandum of Understanding with the County of Santa Clara for the 2021 Emergency Management Performance Grant (EMPG); and
2. Recognize grant revenue in an amount not to exceed $19,000 for the purchase of Emergency Operations Center (EOC) Technology.

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

Recommendation:
Authorize the City Manager to execute the First Amendment to the Agreement for Countywide Household Hazardous Waste Collection Program.

10. APPROVE SECOND AMENDMENT TO GILROY STAFF SERVICES AGREEMENT

Recommendation:
Authorize the City Manager to execute the Second Amendment to the Gilroy Staff Services Agreement for Stormwater Permitting Requirements and Environmental Management Services.

11. APPROVE FINAL MAP FOR APPLE TREE - TRACT NO. 10523 AND RELATED SUBDIVISION IMPROVEMENTS AGREEMENT

Recommendation:

1. Approve the Final Map;
2. Authorize the City Manager to execute the Subdivision Improvements Agreement with 18755 OLD MONTEREY LLC, a California Limited Liability Company; and
3. Authorize the recordation of the Final Map and Subdivision Improvements Agreement.

12. APPROVE FOURTH AMENDMENT TO AGREEMENT WITH INNOVATIVE CLAIMS SOLUTIONS, INC.

Recommendation:
Authorize the City Manager to execute and administer a Fourth Amendment to Agreement with Innovative Claims Solutions, Inc. to provide third party claims administration for workers' compensation extending the agreement for one additional year of service at annual amount of $34,380, for a new total contract amount of $240,980 over 7 years.

13. AWARD EAST DUNNE AVENUE REHABILITATION PROJECT AND APPROVE CONSULTANT AGREEMENT WITH CSG CONSULTANTS, INC. FOR FEDERAL-AID PROJECT SUPPORT AND CONSTRUCTION INSPECTION SERVICES

Recommendation:

1. Approve the East Dunne Avenue Rehabilitation Project plans and specifications;
2. Award contract to A. Teichert & Son, Inc. DBA Teichert Construction for the East Dunne Avenue Rehabilitation Project in the amount of $2,153,195;

3. Authorize the expenditure of construction contingency funds not to exceed $430,639;
4. Authorize the City Manager to execute and administer the construction contract with A. Teichert & Son, Inc. DBA Teichert Construction; and
5. Approve and authorize the City Manager to execute and administer a consultant agreement with CSG Consultants, Inc. in the amount of $175,000 for Federal-Aid project support and construction inspections.

ITEMS PULLED FOR DISCUSSION

8. APPROVE FIRST AMENDMENT TO SOLID WASTE DISPOSAL CONTRACT

Recommendation:
Authorize the City Manager to execute the First Amendment to the Solid Waste Disposal Contract.

Council Member Martinez Beltran had questions.

Program Administrator Anthony Eulo provided answers.

Public comment opened at 7:49 p.m. There being no further requests to speak, public comment closed.

MOTION:
Approving the recommended actions.

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

PUBLIC HEARINGS

14. CONDUCT TAX AND EQUITY FISCAL RESPONSIBILITY ACT (TEFRA) HEARING APPROVING ISSUANCE OF BONDS FOR VILLAGE AT MADRONE AFFORDABLE HOUSING APARTMENTS AT 18960 MONTEREY STREET WITHIN THE CITY OF MORGAN HILL

Recommendation:

1. Open/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 resolution approving the issuance of bonds by the California Municipal Finance Authority (CMFA), for the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 18960 Monterey Street, Morgan Hill, California (the “Project”).

Estimated Time: 15 Minutes

Housing Director Rebecca Garcia provided a report and presentation.

The public hearing opened at 7:52 p.m. There being no requests to speak, public comment closed.

MOTION:
Approving the recommended actions.

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

OTHER BUSINESS

15. APPROVE DONATION OF MONUMENT SIGNS FROM LEADERSHIP MORGAN HILL

Recommendation:

1. Review new City of Morgan Hill monument signs proposed by Leadership Morgan Hill;
2. Approve installation of monument signs at proposed locations;
3. Approve the design of the monument signs; and
4. Authorize the Public Services Director to execute agreements as needed with Leadership Morgan Hill and associated contractors to complete the installation.

Estimated Time: 30 Minutes

City Manager Christina Turner recused herself and turned off her camera as she is participating in the 2022 Leadership Morgan Hill class.

Public Services Director Chris Ghione provided the report and shared a rendering of the proposed monument sign.

Public comment opened at 8:13 p.m. The following people were called to speak:
Brian Sullivan
Joe Guerra
Joe Baranowski
Sally Casas
There being no further requests to speak, public comment closed.

MOTION:
Approving the recommended actions and asking the class to consider adding the message in Spanish.

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

16. PROVIDE POLICY DIRECTION FOR FY 22-23 COMMUNITY FUNDING REQUESTS

Recommendation:
Provide policy direction regarding requests for community funding.
Estimated Time: 30 minutes

Public Services Director Chris Ghione provided a presentation and report.

Public comment opened at 9:02 p.m.
Peter Mandel was called to speak.
There being no further requests to speak, public comment closed.

The Council provided direction to staff.

17. INTRODUCE AN ORDINANCE ESTABLISHING ENFORCEMENT EFFORTS FOR SIDESHOW PARTICIPANTS AND SPECTATORS

Recommendation:

1. Waive first and second reading of the ordinance; and
2. Introduce an ordinance establishing a process to prohibit spectators from participating in illegal speed contests, exhibitions of speed or reckless driving exhibitions.

Estimated Time: 5 Minutes

Police Captain Ray Ramos provided a presentation and report.

Public comment opened at 9:35 p.m. The following people were called to speak:
Joe Baranowski
Sally Casas
There being no further requests to speak, public comment closed.

MOTION:
Waiving the first and second reading of the ordinance.

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

MOTION:
Introducing the ordinance.

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

18. RECEIVE MONTHLY BUDGET UPDATE; MARCH 2022 FINANCIAL AND INVESTMENT REPORTS; AND CITY MANAGER AUTHORITY REPORT

Recommendation:
Accept and file report.
Estimated Time: 10 minutes

Due to technical difficulties, item 18 was heard after item 20.

Finance Director Dat Nguyen provided a presentation and report.

Public comment opened at 10:30 p.m.
Joe Baranowski was called to speak.
There being no further requests to speak, public comment closed.

Report received.

19. ADOPT THE COMMUNICATIONS, OUTREACH, AND ENGAGEMENT PLAN AND APPROVE THE RECOMMENDED STAFFING CHANGES

Recommendation:

1. Adopt the Communications, Outreach, and Engagement Plan; and
2. Approve the classifications for City Clerk/Public Information Officer (PIO); Communications and Engagement Coordinator; and updated Multimedia Coordinator.

Estimated Time: 30 Minutes

Item 19 was heard after item 20.

City Clerk/Interim Public Information Officer Michelle Bigelow provided a presentation and report.

Public comment opened at 10:55 p.m. The following people were called to speak:
Joe Baranowski
Sally Casas
There being no further requests to speak, public comment closed.

MOTION:
Extending the meeting to 11:30 p.m.

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

MOTION:
Approving the recommended actions.

RESULT:	Passed
MOVER:	Council Member Martinez Beltran

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

PUBLIC HEARING

20. INTRODUCE ORDINANCE UPDATING WATER WASTE ORDINANCE, ADOPT WATER SHORTAGE RESOLUTION, AND ACCEPT REPORT ON WATER OFFSET PROGRAM

Recommendation:

1. Waive the first and second reading of the ordinance;
2. Introduce the ordinance updating the City's water waste provisions to reflect the actions and stages identified in the City's Urban Water Management Plan (UWMP);
3. Adopt resolution declaring a Level 4 Water Supply Shortage; and
4. Accept report on the development of a "water offset" program for new development.

Estimated Time: 30 Minutes

Item 20 was taken before items 18 and 19.

Program Administrator Anthony Eulo provided a presentation and report.

The public hearing opened at 10:11 p.m. There being no requests to speak, the public hearing closed.

MOTION:
Waiving the first and second reading of the ordinance.

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

MOTION:
Introducing the ordinance.

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

MOTION:
Adopting resolution declaring a Level 4 Water Supply Shortage.

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

21. ADOPT RESOLUTION OF INTENTION AND INTRODUCTION OF ORDINANCE TO AMEND THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) AND THE CITY OF MORGAN HILL TO IMPLEMENT THE EMPLOYEE SHARE OF EMPLOYER CONTRIBUTION IN ACCORDANCE WITH SECTION 20516 OF THE CALIFORNIA GOVERNMENT CODE

Recommendation:

1. Adopt Resolution of Intention of the City Council of the City of Morgan Hill stating its intent to amend the contract between the California Public Employees' Retirement System (CalPERS) and the City of Morgan Hill in order to implement the pension cost share provision in accordance with California Government Code section 20516;
2. Open/close the public hearing;

3. Waive the first and second reading of the ordinance amending the City's contract with CalPERS; and
4. Introduce the ordinance.

Estimated Time: 5 Minutes

Finance Director Dat Nguyen provided the report.

The public hearing opened at 11:10 p.m. There being no requests to speak, the public hearing closed.

MOTION:
Adopting the resolution.

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

MOTION:
Waiving the first and second reading of the ordinance.

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

MOTION:
Introducing the ordinance.

RESULT:	Passed
MOVER:	Council Member Spring

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

FUTURE COUNCIL INITIATED AGENDA ITEMS

Council Member Martinez Beltran requested the City look into providing Council Members with reimbursement for dependent care expenses for Council meetings.

Council Member McKay asked that staff share the City's social host accountability ordinance.

The meeting recessed at 11:14 p.m. and reconvened at 11:20 p.m.

CONTINUED CLOSED SESSION:

The meeting adjourned to closed session at 11:20 p.m.
The meeting reconvened at 11:53 p.m.
No reportable action.

ADJOURNMENT

There being no further business, Mayor Constantine adjourned the meeting at 11:53 p.m.

Minutes Prepared by:

Michelle Bigelow, City Clerk

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: May 4, 2022

PREPARED BY:
Brittney Sherman, Economic Development Coordinator
APPROVED BY: City Manager

APPROVE MORGAN HILL OUTDOOR DINING PROGRAM AND PARKLET GRANT FUNDING PROGRAM

RECOMMENDATION(S)

1. Approve the Morgan Hill Outdoor Dining Program, Manual, and Implementation Timeline; and
2. Approve the Parklet Grant Funding Program.

Estimated Time: 60 Minutes

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities
Enhancing Public Safety
Supporting Youth, Seniors, and the Entire Community

2022-2023 Strategic Priorities
Fiscal Sustainability
Economic Development

Guiding Documents
Economic Blueprint
Morgan Hill 2035 General Plan
Vision Zero
Downtown Specific Plan

REPORT NARRATIVE:

POLICY CONSIDERATIONS:

Should the City continue to support outdoor dining on private and public property?
Should the City require a rental fee and security deposit in addition to a higher quality, standardized build-out as part of the new Semi-Permanent Parklet Program?
Should the Parklet Grant Program be available to both public and private parklets?

Background
On July 25, 2018, the City Council approved a Parklet Pilot Program allowing businesses to repurpose parking spaces and expand their operations to facilitate outdoor dining, public activation and encourage pedestrian-friendly environments. While the 2018 Pilot Program provided a streamlined process and offered a 3-year permit, the City did not receive any applications for the Pilot Parklet program due to the costs and requirements associated with the program.

The COVID-19 pandemic and resulting emergency health orders caused operational and financial challenges to an untold number of businesses, particularly those in the restaurant and hospitality industries. Due to indoor restrictions, businesses were forced to reimagine their businesses with outdoor operations. In June 2020, the City of Morgan Hill responded to these challenges by approving a 2-year extension of the existing Parklet Pilot Program (attachment A) and creating Morgan Hill Al Fresco (attachment B), both of which provided an avenue for restaurants and retailers to safely reopen by utilizing new or additional outdoor space for dining or retail merchandise displays, while meeting mandated physical social distancing requirements. In the Al Fresco Program, the City waived encroachment permit fees and provided water-filled barricades in order to meet the traffic safety barricade requirement. The City's ability to expeditiously develop and deploy the Al Fresco Program has allowed many businesses to survive. Both, the Parklet Pilot Program and Morgan Hill Al Fresco Program expanded business operating capacity, promoted business recovery, and activated City streets and sidewalks.

Today, there are currently 7 restaurant operators participating in the Al Fresco Dining Program and 4 restaurant operators participating in the Parklet Pilot Program. And just over two years since the start of the pandemic, the popularity of outdoor dining has grown and has become the preferred method of dining for many restaurant patrons. Per the State guidance and in order to continue supporting outdoor dining, the City needs to transition from the temporary emergency response-driven program to a long-term sustainable program rooted in standards for aesthetic design, safety, accessibility and constructability.

The Morgan Hill Al Fresco Program will expire on December 31, 2022, requiring any business operating under this program to transition to the Parklet Program or cease outdoor dining operations. This also means that businesses need to 'build' out their parklet and provide traffic safety devices as the water-filled barricades will be removed.

On January 19, 2022, the City Council directed staff to develop a Semi-Permanent Parklet Program and Parklet Grant Funding Program to aide in the transition of existing parklets and construction of new parklets to a new, longer-term parklet program.

The Morgan Hill Outdoor Dining Manual
The Morgan Hill Outdoor Dining Manual is a 42-page comprehensive overview of outdoor dining guidelines and standards for parklets located on private and public property. It simplifies and streamlines outdoor dining guidelines, processes and permitting, while also addressing outdoor dining standards for safety, accessibility, and

constructability. The Manual focuses on the two distinct types of Parklets: Public and Private.

Parklets

Public – Public Parklets are outdoor spaces created in formerly dedicated parking stalls in the public right-of-way, consisting of a semi- permanent extension of the existing curb into the parking lane to facilitate outdoor dining, public interaction, encourage pedestrian and bicycle transportation, and create a space for all.

Private – Private Parklets are outdoor spaces created in formerly dedicated private parking stalls, such as in a shopping center, consisting of a semi- permanent extension of the existing curb into the parking lane to facilitate outdoor dining, public interaction, and shopping center activation.

Sidewalk Café– The Outdoor Dining Manual also addresses sidewalk cafes that allow outdoor dining within the sidewalk/pedestrian areas. However, no changes are recommended to the regulations of these spaces.

Documents, Permits and Fees
The following applications, permits and fees are required for Public Parklets and Private Parklets:

Public Parklets

- Outdoor Dining Application, dimensional site plan, certificate of insurance (listing the City as an additional insured), and property owner letter of approval.
- City Encroachment Permit in the amount of $672, a one-time fee that spans the life of the 7-year parklet program.
- An annual Rental Fee of $1,000 for parklets in the public right-of-way. The fee will allow the parklet to connect to the City tree light electrical outlets to increase visibility and safety. (The annual Rental Fee is proposed to be waived in 2023 out of consideration for parklet construction costs and will be applied beginning January 1, 2024.)
- A refundable security deposit in the amount of $1,000 will be collected from each approved parklet applicant and held until completion of parklet deconstruction to ensure proper parklet deconstruction is completed at the end of the parklet permit.

Private Parklet

- Outdoor Dining Application, dimensional site plan, and property owner letter of approval.
- Apply and submit payment for a one-time Zoning Clearance in the amount of $250.

- If review time of the Zoning Clearance and supporting documents exceeds 90 minutes due to the parklet design having significant structural or overhead construction, the Development Services Director will modify the requirement to an Administrative Use Permit in the amount of $1,500.
- The amount paid for the Zoning Clearance will be applied to the fee for the Administrative Use Permit.

Private Property Outdoor Dining Ordinance

Currently, the City's Zoning Ordinance does not address outdoor dining on private property. As such, a Zoning Amendment is proposed that will add a new section to the Zoning Ordinance to specifically include operational standards and permitting requirements for Parklets on private property.

The proposed regulations are focused on ensuring vehicle and pedestrian circulation, and creating well-designed, attractive outdoor dining areas. A Zoning Clearance is proposed to be required for the review of parklets and/or permanent structures within private parking areas.

Planning Commission and City Council consideration of the proposed Private Property Outdoor Dining Ordinance (attachment C) will follow upon the Council's review and approval of the proposed Outdoor Dining Manual.

Semi-Permanent Parklet Program

The Semi-Permanent Parklet Program is designed to replace the current Parklet Pilot Program, offering a long-term and standardized approach to parklet construction and operation. Approved semi-permanent parklets may be operated for up to 7 years before renewal. Parking space utilization is limited to each individual restaurant's storefront/footprint. Property owner approval is required.

Parklet Designs

Parklet applicants can select from the Industrial or Agricultural design in the AP&I Kit-of-Parts or create their own unique design in compliance with all requirements outlined in the DIY standards of the Outdoor Dining Manual. All parklet designs are based on industry and professional standards, resulting in the creation of sturdy and safe parklets that maintain emergency access and accessibility.

A portion of the Outdoor Dining Manual is dedicated to providing standards and design options for DIY parklet applicants. These pages cover in detail the locational, accessible and safety standards required for parklet approval. Other design options may include overhead coverings, including umbrellas, canvas sail and pillar and roof styles, and their coinciding heater regulations.

Traffic Safety

Traffic impact safety devices have been divided into two categories based on the number of traffic lanes and speed on the parklet facing road.

A parklet located on Monterey Road, or on a 4-lane road, or a road with a speed greater than 25 miles-per-hour (MPH), will require traffic safety devices that can withstand 6,000 pounds of force. Cement k-rails are allowed for parklets located on a 4-lane or greater than 25 MPH. Alternatively, a parklet operator may submit a different safety device with the equivalent impact rating for staff review.

A parklet located on a side-street such as First Street or a 2-lane road with a speed that is 25 MPH or less, will require traffic safety devices that can withstand 500 pounds of force. Bollards, certain planters and decorative k-rail are allowed for these roads. All parklet operators that select the cement decorative k-rail option, are encouraged to beautify the devices via mural painting, wood/metal coverings or planter boxes.

All proposed beautification and signage of traffic safety devices must be described in the Outdoor Dining Application to be reviewed and approved by City staff.

Maintenance
Parklet operators are responsible for maintaining their parklet by way of trash, debris and graffiti removal, noise level compliance with adjacent use, ensuring a smoke-free and vape-free environment and providing access to City infrastructure. They must also maintain the quiet, safety, and cleanliness of the sidewalk and parking lane space adjacent to their parklet area. Parklet operators are responsible for removing the parklet in its entirety when the permit expires or when the operator no longer wishes to participate in the program. In the event that a parklet changes ownership, the new owner will submit a new parklet permit and take over maintenance and operation of the space.

Downtown Parking Impacts
Downtown includes both private lots and public parking lots with approximately 2,575 parking spaces. 53 new parking stalls have recently been added to Downtown with modifications to off-street parking, including restriping the Railroad Parking Lot on Depot Street, activating the Depot Street and First Street temporary lot and transitioning two existing spaces on 3rd street to disabled parking. To date, 25 Downtown parking spaces are being repurposed for the use of parklets, 12 of which are located on Monterey Road. Based on conversations with existing and future applicants of the Semi-Permanent Parklet Program, City staff anticipates that the maximum number of parking spaces to be converted for parklets will be no more than 40 total.

Additionally, some spaces are planned to be converted to short-term (20-minute) parking spaces to allow for maximum use of these spaces to support the growing demand for delivery and takeout services as well as support passenger drop-off, which will make Downtown more accessible.

Application Process
After receiving a Semi-Permanent Parklet Program application, the City will post a public notice at the applicant's location documenting the application for a parklet permit. The public notice must be posted for ten (10) calendar days. The notice will alert the public of the parklet and provide the opportunity to express support or opposition to the

application. If objections are raised during the public notice period:

1. City Staff will meet and review the application with the objector to determine if there are feasible alternatives to make the parklet acceptable. Final objections will be submitted to the Development Services Director.
2. The City may require redesign of the parklet to attempt to alleviate any objections.
3. If objections to the project are still outstanding, the Development Services Director will make a final determination on the permit based on the proposal, expressed concerns, and overall benefit.
4. If the Development Services Director rejects the application, the applicant may appeal the decision to the Planning Commission or the applicant may reapply.

Parklet Grant Funding Program

Constructing a parklet requires significant financial investment, ranging from $20,000 - $90,000 with the estimated return on investment anywhere from three to five years. To assist parklet operators, the City Council approved $50,000 to be used for a Parklet Fee Financing Program. City staff is recommending a Parklet Grant Program to reimburse dining establishments for traffic safety, landscaping, and/or construction/architecture document-related expenses. Grant reimbursements will be capped at $5,000 per parklet operator and will be issued on a first come first serve basis, upon approval of the applicant's parklet. If approved by the Council, the Parklet Grant Program will begin accepting applications on July 1, 2022, and close on June 1, 2023.

Code Enforcement

Currently, there are seven businesses operating under the Al Fresco program on public property. Additionally, over half a dozen businesses have expanded outdoor dining operations on private property. To support business recovery, the City has allowed these operations to take place with limited permitting, under the Al Fresco Program. The Al Fresco Program is scheduled to end on December 31, 2022. Upon approval of the Outdoor Dining Program, which includes the Semi-Permanent Parklet Program for public right-of-way and the Zoning Amendment for parklets in private property, staff will work with the business community to help them transition out of the temporary Al Fresco program. Businesses that choose not to apply for the necessary parklet permits, will be asked to terminate their Al Fresco activations by January 31, 2023, offering a one-month grace period.

Staff will begin notifying the business community about the new regulation in early Summer and require permit applications by the Fall. Code enforcement, including citations, will take place after January 31, 2023. Below is a detailed program timetable.

Program Timeline

June 1, 2022 Launch the Outdoor Dining Manual, Semi-Permanent Parklet Program and Parklet Grant Program

July 1, 2022 Begin accepting applications for the Parklet Grant Program.

October 1, 2022 Deadline for existing parklet operators to submit a Semi-Permanent Parklet Application.

December 31, 2022 Expiration of the Al Fresco Outdoor Dining Program.
January 1, 2023 Enforcement of all signage, fees, permitting, and standard dining operations resumes.
January 31, 2023 Deconstruction of non-compliant parklets. Businesses are subject to fines for code violations.

COMMUNITY ENGAGEMENT:

Inform
April 14, 2022 - Chamber of Commerce Economic Development Meeting
April 21, 2022 - Morgan Hill Downtown Association Meeting
April 28, 2022 - Draft version of the Outdoor Dining Manual included in the Economic Development eNewsletter
April 29, 2022 - Draft version of the Outdoor Dining Manual included in the City's 411
May 2 & 3, 2022 - Draft version of the Outdoor Dining Manual shared & reviewed with Citywide restaurant operators

ALTERNATIVE ACTIONS:

The City Council may provide alternate directions for staff to return with adjustments to the Outdoor Dining Program and Parklet Grant Program.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On January 19, 2022, City Council directed staff to create a Semi-Permanent Parklet Program to replace the Al Fresco Program scheduled to expire on December 31, 2022. During that same meeting, Council also approved $50,000 for the creation of a Parklet Grant Program to help citywide restaurants recover expenses for existing parklet conversions and new parklet construction under the new Semi-Permanent Program. Council directed staff to create a Parklet Grant Program and Semi-Permanent Parklet Program and return to Council in Spring 2022.

On June 3, 2020, City Council reviewed and approved the Economic Development Recovery Plan. This action included approving the Morgan Hill Al Fresco Outdoor Dining Program and easing requirements outlined in the existing Parklet Pilot Program. The City provided orange safety barricades to participating restaurants at no cost, waived all encroachment permit fees and relaxed the enforcement of signage and live entertainment.

On May 20, 2020, City Council provided direction to the City Manager to take immediate action and implement an economic recovery plan that takes immediate action to respond to the needs of Morgan Hill's business community and continues to execute strategies that support fiscal sustainability. Within the Economic Recovery Plan, City staff developed a "Morgan Hill Dine al Fresco" guide (Attachment B) for restaurants with information about how to obtain a temporary encroachment permit for City-owned/regulated sidewalks and streets from the City and amend necessary permits

from the County Health Department and Alcohol Beverage Control (ABC). This allowed restaurants to meet physical distancing requirements by expanding their footprint outdoors onto private outdoor spaces or City's public Right-of-Way, like sidewalks or on street parking spaces. As an added support for restaurants, the Economic Recovery Plan also extended the Parklet Pilot Program another 3 years from its original sunset date in 2020.

On July 25, 2018, the City Council approved a two-year Parklet Pilot Program and Manual. However, there were no restaurant participants in the program until it was extended by Council in 2020 as part of the Economic Development Recovery Plan and in support of restaurant survivability during the COVID-19 pandemic.

FISCAL AND RESOURCE IMPACT:

If approved, review costs for existing parklet conversions and new parklet construction will be paid by encroachment and building permit fees. A refundable security deposit in the amount of $1,000 will be collected from each approved parklet applicant in the public right-of-way and held until parklet deconstruction is completed. An annual Rental Fee of $1,000 will be charged to each parklet operator in the public right-of-way to cover the City's electrical cost of mandating that parklets provide lighting through City tree light electrical outlet, for mandatory lighting to increase visibility and safety. The annual Rental Fee will be waived in 2023 out of consideration for parklet construction costs but will be applied beginning January 1, 2024.

The Outdoor Dining Program will allow the City to support business recovery and generate additional sales tax.

CEQA (California Environmental Quality Act):

Categorical Exemption

This project is categorically exempt from environmental review under CEQA pursuant to California Code of Regulations, Title 21, Section 15304(b) (Minor Alterations to Land which do not involve removal of healthy, mature, scenic trees).

Parklet Pilot Program Manual

Parklet featured: Noriega Street Parklet, San Francisco, CA

CITY OF MORGAN HILL

Updated October 2020

Parklet featured: Bellingham, WA

Parklet Pilot Program

The City of Morgan Hill is embarking on a two-year parklet pilot program which will allow businesses and community organizations situated in the downtown core an opportunity to extend their operations onto the street in the form of a parklet.

What is a parklet? A parklet is an extension of the sidewalk that repurposes on street parking spaces for the creation of public space. The idea is to transform public space, such a parking spot, into an area that can be utilized by pedestrians with seating, shade, and dinning.

Morgan Hill Parklet Pilot Program Pg. 4

About Parklets

Program Goals

Parklet Standards and Responsibilities Pg. 5

Location Criteria

Parklet Eligibility

Parklet Cost

Basic Requirements

Parklet Standards

Parklet Application Process Pg. 11

Preliminary Application

Encroachment Permit

Contacts

Application

About Parklets

A parklet activates the street by replacing one or more on-street parking spaces with pedestrian oriented amenities such as seating, planting, and/or elements of play.

Program Goals

1 **Support downtown Businesses by adding unique opportunities in the public sphere.**

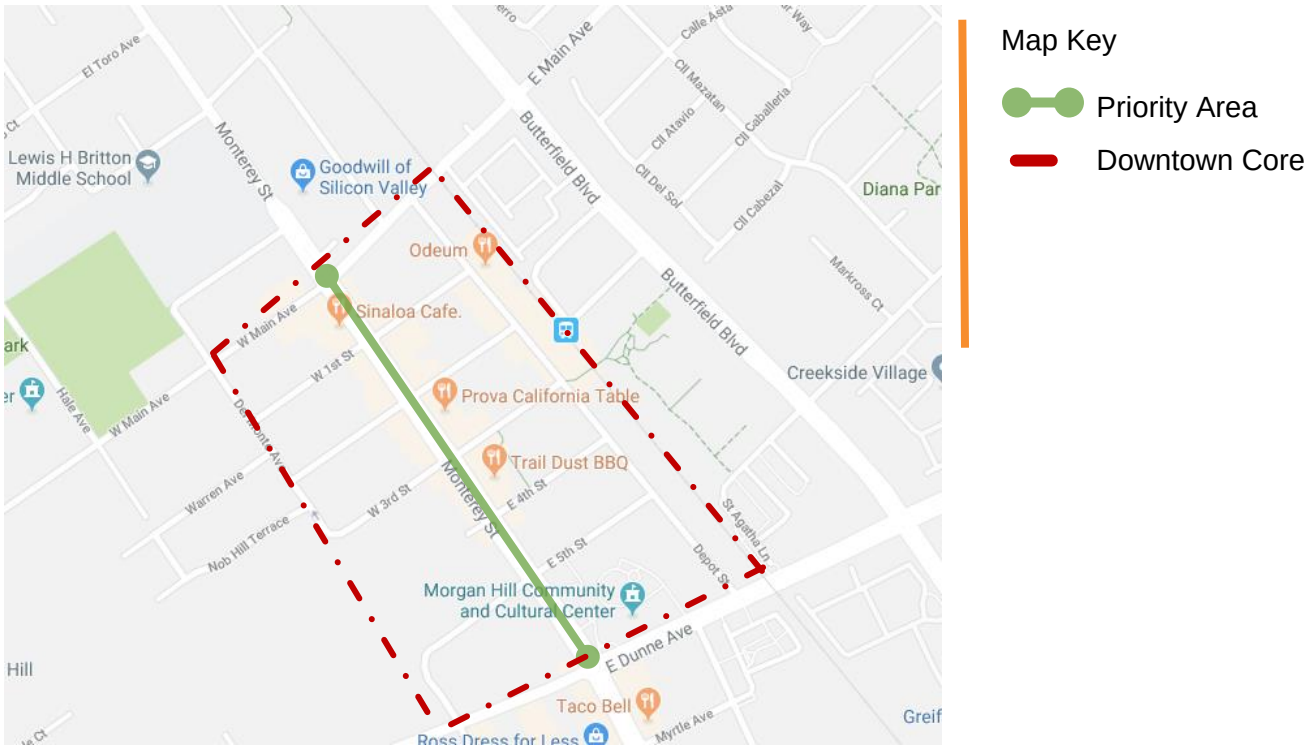
2 **Slow down traffic.**

3 **Make downtown interesting and vibrant.**

4 **Promote walkability.**

5 **Support the downtown strategies outlined in the Economic Blueprint, Station Area Master Plan, Downtown Specific Plan, Placemaking Investment Strategy, & 2035 General Plan.**

Location Criteria



The Parklet Pilot Program will be available only in the downtown core. The priority area for parklets are on Monterey Road between Main and Dunne Avenue as illustrated. However, installation of a parklet in the downtown core, as outlined in red in the map, will be considered on a case by case basis.

Parklet Eligibility

Eligible applicants include:

1. Downtown businesses
2. Community-based organizations

Parklet Cost

Before installing a parklet there are costs that should be taken into consideration:

1. Parklet Cost. Parklets can range in cost. The typical parklet with a platform (materials and installation), planters, tables, and chairs is approximately $16,000.

2. City Fees. The City will require an Encroachment Permit which costs $615. A refundable deposit of $2,000 is required when playing for the encroachment permit. This deposit will be returned when the parklet owner has completed their term with the parklet program and restores the parking stall to its original condition.

3. General Liability Insurance. General liability insurance of up to $1,000,000 in coverage is required to receive an Encroachment Permit. General Liability insurance can range from $300 to $1,000 a year.

4. Maintenance and upkeep. This will vary project by project but should be taken into consideration as the parklet will need to be kept in good repair year-round.

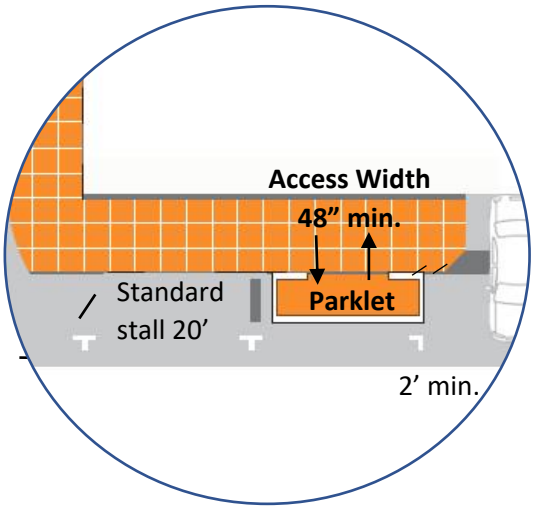
Basic Requirements

MOVEABLE FURNITURE	• Secure furniture overnight or when not in use. • Store unsecured furniture and equipment after business hours.
BUILT FACILITIES	• Must meet development standards (Page 9) • Develop plans with a Licensed B or C-5 Contractor • Built to approved plan by general contractor. • Structural engineer certification
UPKEEP	• Keep all plants healthy and replace dead plants. • Keep parklet free of debris, grime, and graffiti. • Keep the parklet free of pests. • Sweep out debris from under parklet on an as-needed basis to allow proper drainage. • Adequately maintain all surfaces of the parklet so they are clean and safe for community use. • Keep any furniture- such as tables and chairs, and benches- clean. • Repair and/or replace tables, chairs, and other elements of the parklet as needed.
PARKING ZONES	• Parklets are not permitted in an existing tow away, commercial loading, disabled parking, red, or white zones. • Parklets must have adequate clearance for automobiles to turn in and out of nearby driveways.
PUBLIC UTILITIES	• Parklets must not cover any utility or manhole covers. • The design must provide access to public utilities, access panels, valves, building standpipes, and other features. • The parklet design must provide for proper street drainage. • Space underneath and surrounding parklets shall be kept clean and shall be maintained free of debris and obstructions to allow for property drainage.

Parklet Standards

✓ Materials

If not proposing a decked parklet (See Page 9), the parklet can utilize the existing road as the ground for the parklet. Painting the road, poured concrete, or loose particles such as sand or stone are not permitted.

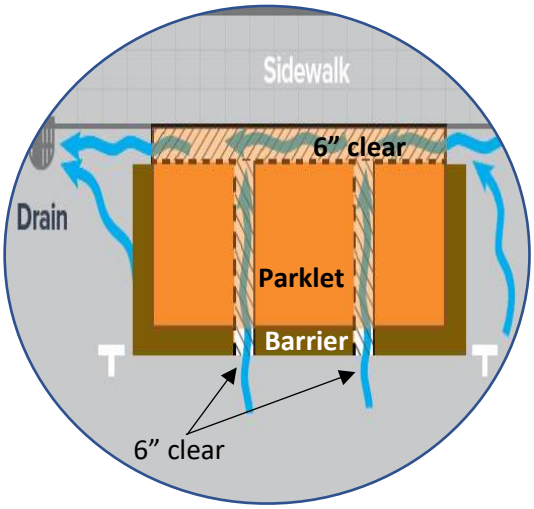


✓ Location

Parklets shall be located at least one parking space away from an intersection or street corner unless adjacent to a curb-extension or bulb-out. Parklets near an entrance only driveway must be at least two-feet from the driveway apron.

✓ Access

The width of the entrance(s) to the parklet should be at least 48-inches wide.



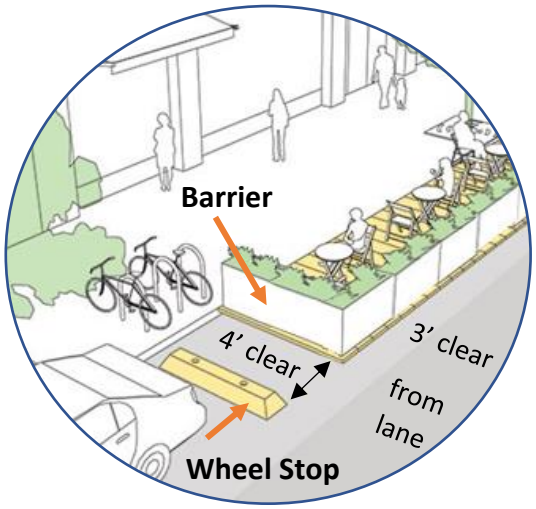
✓ Drainage

1. Parklets cannot impede the flow of curbside drainage.
2. The parklet design shall include a 6-inch clearance from sidewalk curb along the entire length of the parklet.
3. For parklets that include a platform, refer to Parklet Platform standards below.

✓ Defined Barrier

The parklet must be a defined space separating the space for pedestrians from bicyclists and vehicular traffic. These requirements include:

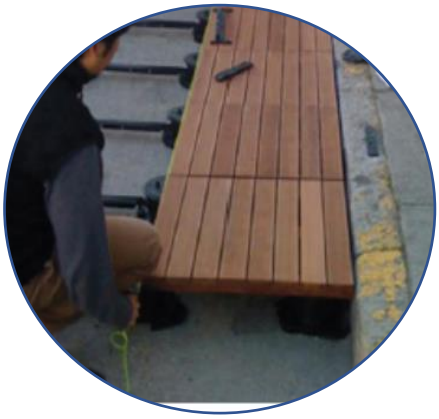
1. Perimeter wall or rail must be 3 feet minimum and 42 inches maximum height and must not obstruct views of traffic.
2. Platform ends and corners must be capable of withstanding 500 pounds of horizontal force. Confirmation of these requirements must be provided by a certified structural engineer.



Additional Standards for Platform Parklets

✓ Defined Barrier (Con't)

3. Additional street side platform reinforcement capable of withstanding 500 pounds of horizontal force must be placed a minimum of every 15 feet
4. Parking stops and reflective delineators must be placed at the traffic flow side of the parklet. Parking stop may not be required if parklet is directly adjacent to sidewalk "bulb-out".
5. Parklet barrier must be 3 feet clear from the adjacent vehicular travel lane
6. A wheel stop shall be installed a minimum of 4 feet away from the end of the parklet where the parklet is adjacent to a parallel parking stall.

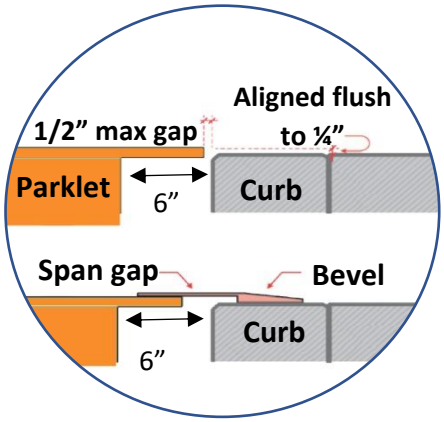


✓ Platform Materials

✓ Platform surface materials should be textured or treated with a non-skid coating to ensure a safe walking surface.

✓ Paneled decking is preferred. Allows for easy access under the deck if needed. Easy to replace damaged pieces.

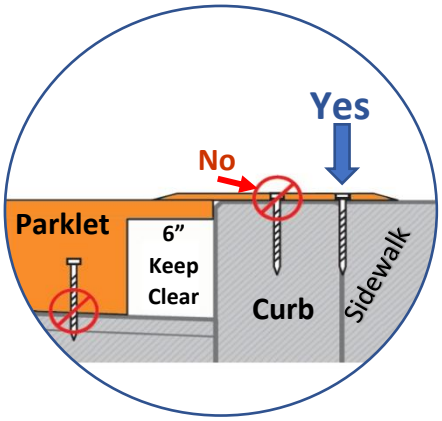
✓ Parklet floor load-bearing weight minimum is 100 pounds per square foot.



✓ Platform Extension

✓ The deck of a parklet platform shall be flush with the sidewalk without a horizontal or vertical separation greater than ½ inch.

✓ Vertical separation between ¼ inch and ½ inch high shall be beveled with a slope not steeper than 1:4 (25%).



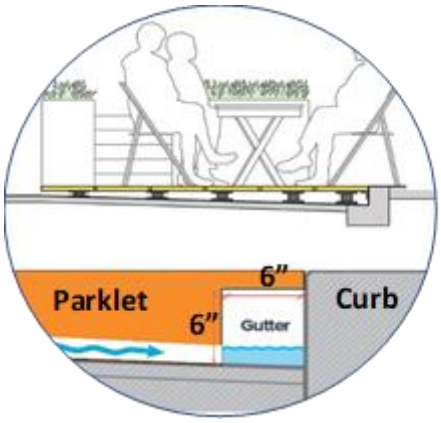
✓ Securing Structure

Bolting into the street or penetrating the surface of the road in anyway is prohibited.
(Not including wheel stop)

Additional Standards for Platform Parklets

✓ Drainage

1. Parklets cannot impede the flow of curbside drainage.
2. All parklets must provide access through the parklet platform to the gutter adjacent to the curb.
3. A six-inch by six-inch minimum clear gutter space must be provided along the entire length of the parklet adjacent to the curb. Barrier adjacent to vehicle lane should incorporate two six-inch clearance paths (see drainage image on page 8)



Parklet Application Process

The process to build a parklet consists of a two-step process:

1. **Preliminary Application** – The preliminary application is intended to be exploratory where the applicant can share their ideas for a parklet with the City.

2. **Encroachment Permit** – The encroachment permit submittal requires the plan and application to be completed with payment of fees. At the time of Encroachment Permit Application, a certification by a structural engineer on the barriers will be needed.

The following pages will walk through the items needed for both the preliminary application and the encroachment permit submittal requirements.

Preliminary Application

Applicants should submit Parklet Preliminary Application with the following information:

1. Photos of Site

The proposal should include at least three photos showing the proposed parking space(s) to be converted into a parklet. The three photos must show the parking space from across the street and one photo from each end of the proposed parklet.

Left Side

Right Side

Across

2. Project Description

The proposal needs a brief description of the parklet concept, this should include:

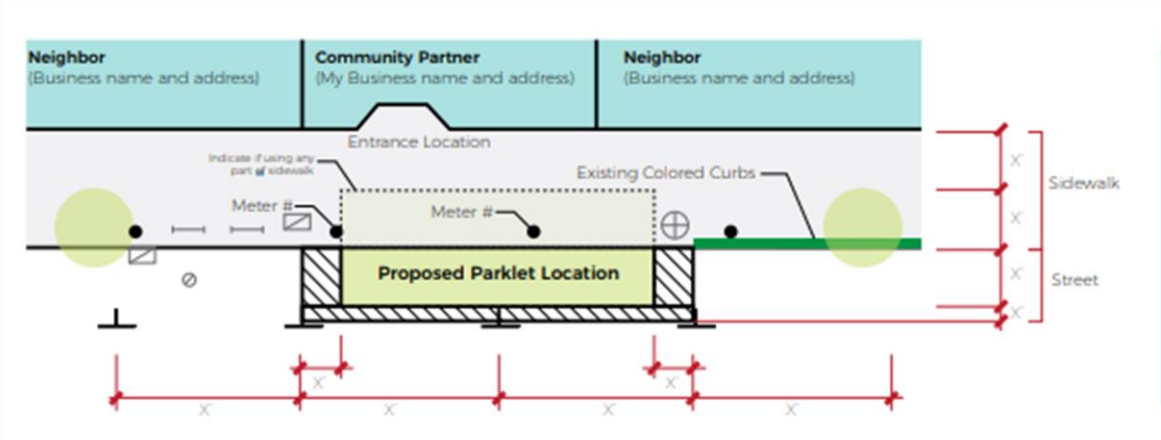
- General parklet concept
- How the parklet will be activated
- Any potential programming envisioned

You may bring in photos or a hand drawling to initially discuss your plan. Prior to encroachment permit submittal, a detailed plan showing compliance with the parklet standards will be required. Plans should be completed by a general contractor.

3. Initial Site Plan

Provide detailed and measured drawing showing:

A. Parklet dimensions
B. Identify parklet materials to be used (can bring photos, pamphlets, or pieces of material for examples)
C. Compliance with parklet standards
D. Width of adjacent sidewalk
E. Location of fronting business and neighboring businesses on both sides.
F. Location of any above ground fixtures (trees, fire hydrants, poles, bike racks, street lights, etc.)
G. At-grade roadway markings (color curbs, parking stall markings, etc.)
H. At-grade utilities (panels, storm drains, manhole covers, etc.)



4. When the proposal is ready for submittal please submit the application in person at City Hall to Economic Development Staff or by email to:
econdev@morganhill.ca.gov

Development Services Address:
17575 Peak Ave.
Morgan Hill, CA 95037

Encroachment Permit Phase

When ready to apply for permits, please visit City Hall.
Development Services Address:
17575 Peak Ave.
Morgan Hill, CA 95037

1. **Design Review**
   Design Review is an integral part of the permitting process which ensures the site, architectural design and landscape design meet City code and ensure that project will fit within the downtown as proposed.
   - All parklets require Design Review. Design Review will take place at both the preliminary permit and encroachment permit phase.
   - This review typically does not add any time to the project lead time.
   - Provide all materials with any suggested corrections from the preliminary application.

2. Notification
Upon approval of the proposal, the City will create a notification sign to inform the community of the intent to install a parklet. You must post the sign in front of the proposed parklet's location for 10 days. The notification must be visible to the public. If you are the adjacent business, then the sign can go in the window of that business.

3. **Encroachment Permit**
   An Encroachment Permit is written permission to encroach within the City's public right-of-way.
   - All parklets will require an Encroachment Permit before a parklet can be installed.
   - At the time of Encroachment Permit Application, a certification by a structural engineer on the barriers will be needed.
   - The Encroachment Permit fee for parklets is $615, plus the $2,000 deposit that will be reimbursed when the parklet is cleared and returned to its original condition.
   - Insurance for the parklet is required and part of the Encroachment Permit process
   - This permit typically takes between two and three weeks to process.
   - Under the Parklet Pilot Program, the initial Encroachment Permit will be valid for two-years with a one-year extension from date of approval.

Contacts

If you have any questions regarding the parklet process feel free to email Morgan Hill's Economic Development Staff at econdev@morganhill.ca.gov or call 408.310.4633.

CITY OF MORGAN HILL

Preliminary PARKLET APPLICATION

Please complete the following parklet proposal form and submit in person at City Hall to Economic Development Staff or by email to: econdev@morganhill.ca.gov

Applicant Information Date:_____

Name:_____ Business/Organization: _____

Business/Organization Address_____

Email: _____ Phone: _____

Proposed Parklet Location

Nearest Street Address:

_____

Neighboring Businesses:

_____

Date Public Notification Sign Up:

_____

I acknowledge this is the preliminary application and will apply for the encroachment permit if this preliminary application is approved. No work on the parklet shall begin until an encroachment permit is issued.

_____
Applicant Signature

Staff Use ONLY Additional Parklet Information
Please attach **ALL** of the following materials

☐ **Photos of Site**
Include 3 photos showing the proposed parking space(s) to be converted into a parklet. The three must show the parking space from across the street and one photo from each end of the proposed parklet.

☐ **Project Description**
Submit a project description of your proposed parklet. The description should include the general parklet concept, how the applicant envisions activating the parklet and any potential programming that is envisioned.

☐ **Initial Site Plan**
Provide a detailed and measured drawing of the parklet, sidewalks, etc. See page 10 of the Parklet Pilot Manual for details of what must be included in the Initial Site Plan.

Staff Use Only

Application Complete: Yes ☐ No ☐ Date Received: _____ Approved: Yes ☐ No ☐

Reviewer: _____ Date Approved: _____

Comments:_____ Fees Collected: _____

CITY OF MORGAN HILL

MORGAN HILL al FRESCO

Guide for Temporary Outdoor Dining & Retail Activation

www.morganhill.ca.gov

Revised November 4, 2020

"Morgan Hill al Fresco"

TEMPORARY OUTDOOR DINING & RETAIL ACTIVATION

The Morgan Hill al Fresco program is an opportunity for restaurants and retailers to safely reopen during the COVID-19 pandemic by utilizing new or additional outdoor space for dining or displaying retail merchandise, while meeting physical social distancing requirements. Morgan Hill al Fresco is a great way to expand square footage, add liveliness to city streets, and promote business recovery!

Businesses wishing to use on-street parking spaces, sidewalks, or other public spaces, can apply for a temporary encroachment permit from the City of Morgan Hill. It is fast, easy, and FREE!

- ✔ City of Morgan Hill Temporary Encroachment Permit Application
  Required with Application:
  - Supplemental Diagram
  - Liability Insurance (coverage reduced for on-street spaces!)

  To qualify for streamlined response:
  - No structure (decking) required—no Building Permit needed!
  - If new space is in sidewalk area, space must allow for pedestrian access
  - All spaces must be compliant with Fire Code and ADA requirements
  - If the new space is in the street, space must be safely closed off to traffic with a protection device certified by a structural engineer

  Submission and Review:
  - Submit application, insurance, photos, and diagram to Hilary.Holeman@morganhill.ca.gov
  - 1-3 day review period, depending on the need to review traffic safety measures

Additionally, all businesses need to obtain and conform with all governmental rules and regulations:

- ✔ Santa Clara County Public Health Social Distancing Guidelines
- ✔ Temporary Catering Permit from the Department of Alcoholic Beverage Control (if selling alcohol)

For questions, please contact the Morgan Hill al Fresco Liaison,
Hilary.Holeman@morganhill.ca.gov or (408) 310-4656

CITY OF MORGAN HILL

CITY OF MORGAN HILL

"Morgan Hill al Fresco"

Temporary Encroachment Permit Application

Name of Business:
Physical Address of Business:

Name of Applicant: Phone:
Email:

Name of On-Site Manager: Phone:
Email:

Business Website: Business Hours:

Are you expanding your outdoor space? Yes ☐ No ☐

Are you adding temporary structures (tents, canopies) to your outdoor space? Yes ☐ No ☐

How many temporary structures (tent, canopies) are you adding and how big are they?

Explain how will the temporary structure be anchored? (weights, ropes, braces, etc.)

Are you adding heating devices? Yes ☐ No ☐

Temporary Structures (tents and canopies)

- Temporary structures must be weighted, anchored, or secured to the ground, but cannot screw, cut or drill into the public right of way (i.e. on streets or sidewalks)
- Temporary structures less than 100 square feet require a minimum of 40 lbs. of anchor weight per leg
- Temporary structures larger than 100 square feet must be installed by a licensed tent vendor or structural calculations provided to the City
- Temporary structures covering an aggregate of over 700 square feet without walls **or** 400 square feet with a single wall, will require the Fire Marshal to permit and inspect
- If heating devices will be used under the structure, structure shall have a fire-resistant certification or flame certification showing material is fire-rated or noncombustible
- Temporary outdoor structures must have at least 50% of the sides open to allow airflow
- Layout of temporary outdoor structures must be shown on encroachment application diagram

Heating Devices under tents and canopies

- Heating equipment must be shown on encroachment permit application diagram
- Propane heaters are not allowed inside/under tents or canopies
- Propane heaters must always be outside tents or canopies and kept 3 feet from combustible materials
- Heating devices must be listed for the application and used in accordance with applicable Code and Standards
- Fire Marshal will inspect heating devices in tents and canopies of all sizes
- Extension cords must be protected by a Ground Fault Circuit Interrupter and covered in compliance with American with Disabilities Act (ADA)

Access & Safety Requirement Checklist (check each box to certify that you adhere to the following requirements):

- ☐ Dining, retail activity, and merchandise display area must be limited to the width of the business
- ☐ For use of the public sidewalk, a minimum, unobstructed width of five (5) feet must be permanently maintained for public pedestrian passage. Furnishings and merchandise shall not be placed in a manner that obstructs access to this pedestrian passage.
- ☐ No items shall block visibility for required street signs, crosswalks, and intersections
- ☐ Heating equipment and other related components used under tents or canopies shall be installed in accordance with the California Mechanical Code and shall be approved by the fire code official
- ☐ Heating equipment shall be unplugged or disconnected for overnight storage, and employees shall be trained in proper installation of fuel tanks and in detecting leaks
- ☐ Enclosed areas with heating devices must have clearly marked entrances and exits
- ☐ Businesses must have sufficient fire extinguishers to cover indoor and outdoor spaces
- ☐ Restaurants will need inclement weather plans in writing and trained staff to prevent any injuries in storms or other unsafe situations
- ☐ The area shall be maintained in a sanitary condition free from litter, infestation from pests and the storm drain must be kept clear
- ☐ Access to building fire protection equipment and sidewalk fire hydrants must be kept clear
- ☐ No stacking of furnishings in outdoor areas

Description of Encroachment: Briefly describe the type of the encroachment requested.
For example: if you wish to add café tables in parking spaces or on the sidewalk, list the number and description of tables and chairs. In addition, if the site is in the street and impedes vehicular and/or pedestrian traffic, appropriate barriers and traffic plans need to be certified by a structural engineer.

CITY OF MORGAN HILL

Site Plan:

Attach a simple diagram with dimensions showing the layout of the outdoor space, including, but not limited to:

- ☐ where furnishings will be placed with a minimum of 6 feet between tables
- ☐ location and size of temporary structures
- ☐ location and type of anchor system for temporary structures
- ☐ location, type, and power source for heaters

Certificate of Liability Insurance & Endorsement:

Attach (1) a certificate of Liability Insurance and (2) an endorsement form which names the "City of Morgan Hill, its' elected officials, officers, employees, agents, volunteers and representatives" as "Additionally Insured". The general liability coverage of the policy must be for at last One Million Dollars ($1,000,000.00).

Property Owner Permission: The property owner has given applicant permission for improvements described in application.

Initials___

I have a current and valid Morgan Hill Business License

Initials_____

Additional Requirements:

I certify that my business is adhering to all governmental rules, regulations and requirements in operation of my business, including but not limited to those rules established by the County Department of Environmental Health, County Department of Public Health, and the State Department of Alcoholic Beverage Control for both ongoing operations and those issued specifically for the COVID-19 shelter in place orders.

I agree Initials ___

I understand that the City's acceptance of this encroachment permit application does not constitute approval be the City. Furthermore, I understand that any person who does or causes to be done any improvement or encroachment work of any kind within the City's right-of-way without first having obtained a permit therefore, is in violation of Municipal Code Section 12.08.040 and therefore deemed guilty of a misdemeanor and upon conviction thereof shall be subject to a fine of not more than $1,000.00 or by imprisonment in the county jail for not more than six months, or by both fine and imprisonment, per Municipal Code Section 12.08.150.

I agree Initials ___

Applicant agrees to provide the City required documentation for tent structure calculations, fire resistance certifications, vendor permission to use heaters, acknowledges that temporary tent structure(s) and heating device(s) will meet local and state codes, and will obtain necessary insurance and hold the City of Morgan Hill harmless in the event of a structure failure.

I agree Initials ___

Applicant Signature Print Name Date

CITY OF MORGAN HILL

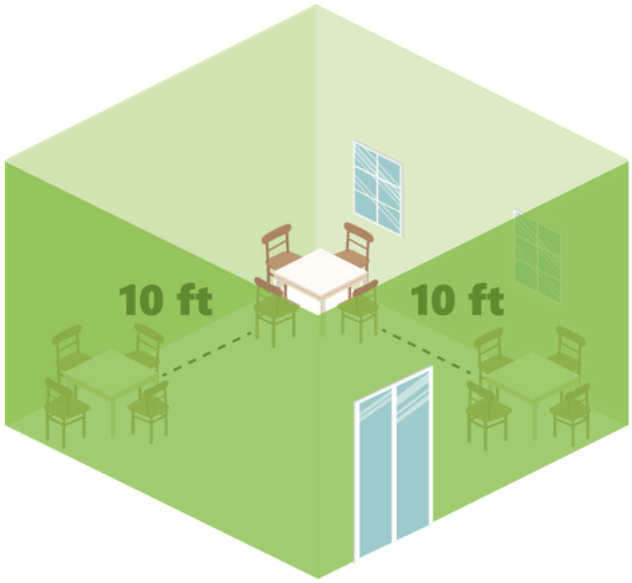
SAMPLE SITE PLAN

Attach a simple diagram with dimensions showing the layout of the outdoor space, including, where furnishings, tents, and heaters will be placed. This can be a hand drawing on a 8.5” x 11” sheet of paper.

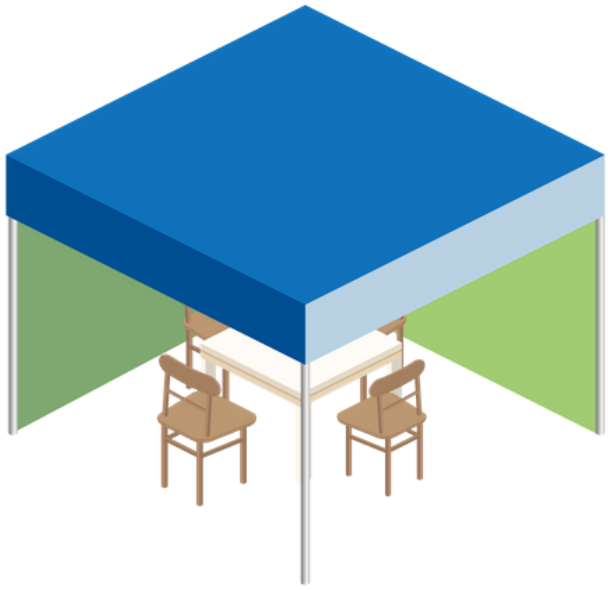
Please e-mail completed application, site drawing, and insurance to hilary.holeman@morganhill.ca.gov

EXAMPLES OF ALLOWED

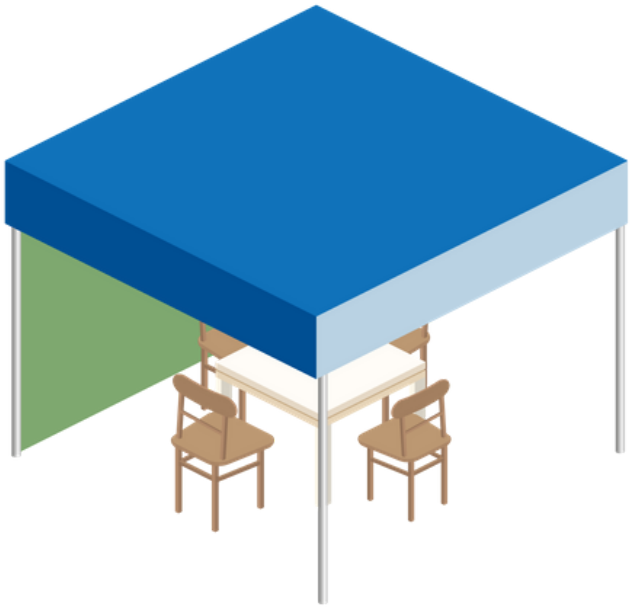
Outdoor Dining Configurations



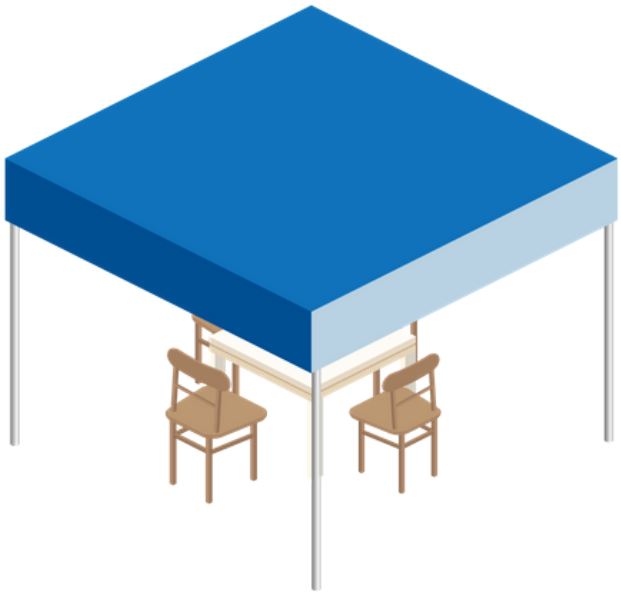
4 SIDES
NO TOP



2 SIDES
WITH TOP



1 SIDE
WITH TOP



NO SIDES
WITH TOP

These are examples only.

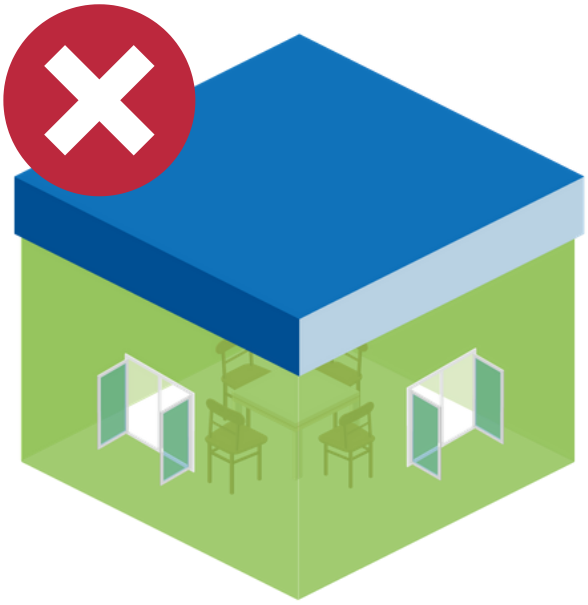
Please see the FAQ page for the exact definition of an outdoor facility:

www.sccgov.org/cv19business

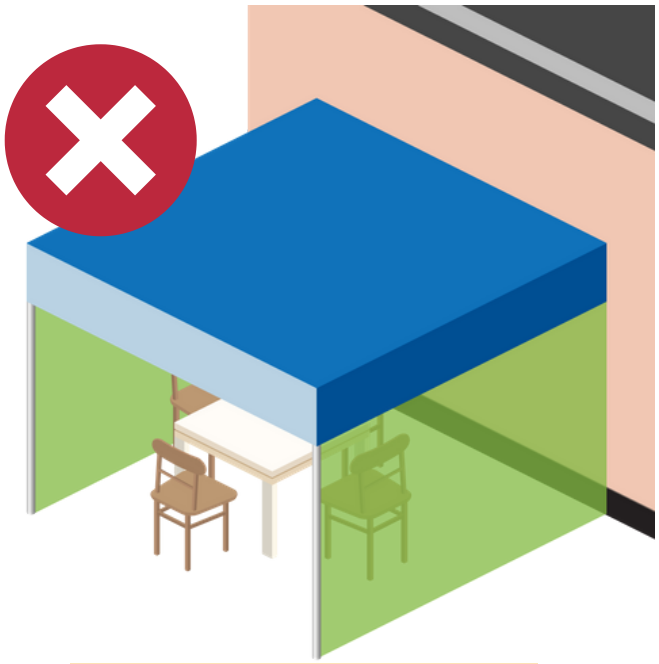
Santa Clara County
PUBLIC HEALTH

EXAMPLES OF PROHIBITED

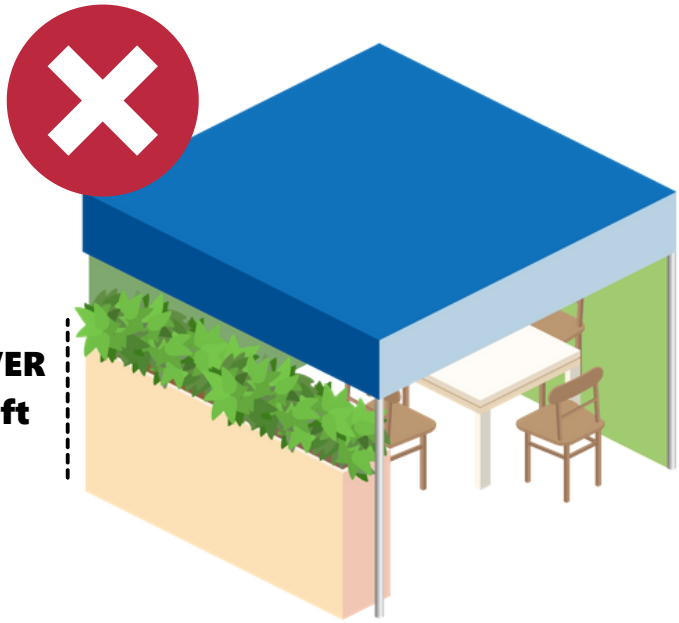
Outdoor Dining Configurations



4 SIDES
PLUS
WINDOWS



2 SIDES
PLUS
BUILDING SIDE



2 SIDES
PLUS WALL OR
BARRIER TALLER
THAN 4 FEET

These are examples only.

Please see the FAQ page for the exact definition of an outdoor facility:

www.sccgov.org/cv19business

Santa Clara County
PUBLIC HEALTH

18.92.115___ Outdoor Dining on Private Property

A. Purpose: In order to accommodate vehicle and pedestrian circulation and to create well-designed and attractive outdoor dining areas, this section establishes standards for restaurants to utilize an adjacent sidewalk/patio (Sidewalk Café), or parking area (Parklet), outside of the public right of way, for the purposes of outdoor dining.

B. A Zoning Clearance in accordance with Section 18.108.110 is required for a Parklet which includes permanent structures or is proposed to be located within an on-site parking lot for the purpose of ensuring consistency of the standards outlined within the Morgan Hill Outdoor Dining Manual.

C. Exceptions to Standards. The Development Services Director may allow accessory outdoor dining that deviates from the standards in Subsection D below with approval of an Administrative Use Permit in accordance with Section 18.108.020.

D. Outdoor Dining Standards.

1. Hours: Outdoor dining shall only be allowed during the operating hours of the restaurant use and shall not operate between the hours of 12:00 a.m. (midnight) and 6:00 a.m.

2. The restaurant owner or manager shall obtain authorization from the property owner for the creation or expansion of any outdoor dining area.

3. Parking: Outdoor dining that complies with this Section is not subject to the on-site parking requirements contained in Section 18.72.010 (Parking and Loading).

4. The use of on-site parking stalls for outdoor dining shall be limited to the stalls located directly adjacent to the exterior of the restaurant building or tenant space.

5. Substantial safety barriers such as temporary walls, concrete, or water-filled K-rails, or landscape planters shall be installed to protect outdoor seating areas from vehicles, consistent with the Morgan Hill Outdoor Dining Manual.

6. Outdoor storage or preparation of food or beverages is not permitted.

7. Screening. Barriers, such as fences, gates, or ropes shall be a minimum of 3-feet and not exceed 4-feet in height. Chain link fencing is not permitted.

DRAFT

8. Tables, racks, shelving, and chairs must be freestanding and capable of immediate removal. Booths and built-in installations are prohibited.

9. Outdoor dining areas may not be arranged or operated in a manner that would:

   a. Cause a safety hazard.

   b. Obstruct the entrance to a building.

   c. Reduce the accessible path of travel.

   d. Interfere with access or parking required to be maintained under the Americans with Disabilities Act (ADA).

   e. Encroach upon driveways or drainages, or otherwise create hazards for pedestrian or vehicle traffic.

   f. Creates a private or public nuisance.

DRAFT

CITY OF MORGAN HILL

Outdoor Dining Manual

17575 Peak Avenue
(408) 310-4623
www.morganhill.ca.gov

DRAFT

Table of Contents

DRAFT

01

1.1 Program Overview
1.2 Program Goals
1.3 Timeline

02

2.1 Types of Dining
2.2 Permits

03

3.1 Kit of Parts
3.2 Design Requirements
3.3 DIY Design Menu
3.4 Mobile Vendors

04

4.1 Operational Requirements
4.2 Permit Process
4.3 Code Enforcement

05

5.1 Grant Program

01

DRAFT

Program Overview 1.1

DRAFT

The Morgan Hill Outdoor Dining Manual was developed to provide citywide guidance and standards for outdoor dining in both private and public spaces. This program is meant to condense all existing outdoor dining policies, procedures and guidelines into one user-friendly manual.

The design and operating regulations outlined in the Manual address dining safety, accessibility, emergency access, maintenance and operations.

Outdoor dining applicants, architects and contractors should read this Manual in its entirety prior to submitting an application and refer to it regularly throughout the process.

Manual Outline

- Provide guidelines, standards and processes for outdoor dining on private property and in the public right-of-way

Length of Parklet Program

- Program launch June 1, 2022
- 7-years

Parklet Design

- AP&I Kit of Parts
- Standard Design Requirements
- DIY Menu

Parklet Deadlines

- Completed Semi-Permanent Parklet Applications are due October 1, 2022
- Deconstruction of non-compliant parklets must occur before January 31, 2023

Grant Funding

- Applications accepted July 1, 2022
- Application deadline June 1, 2023

Program Goals 1.2

- Foster Community Interaction
- Create Public Access and Spaces for All
- Promote Biking and Walkability
- Provide Unique Opportunities in the Public Sphere
- Increase Vibrancy in the Downtown

- Publish Citywide Standards for Outdoor Dining and Safety
- Simplify and Streamline Outdoor Dining Permits
- Grow Sales Tax and Support Sustainability
- Support Citywide Businesses

DRAFT

Timeline 1.3

May 4, 2022	Semi-Permanent Parklet and Grant Funding Program Presented to City Council.
June 1, 2022	Outdoor Dining Manual Published. City Website Page Launched. Existing Parklet Permit Holder Outreach.
July 1, 2022	Grant Program Goes LIVE.
October 1, 2022	Semi-Permanent Parklet Application Deadline.
December 31, 2022	Al Fresco Outdoor Dining Program Expires.
January 1, 2023	Signage, Fees, Permitting and Dining Enforcement Resumes.
January 31, 2023	Non-Compliant Parklet Deconstruction Deadline.
June 1, 2023	Semi-Permanent Parklet Conversion Completion Deadline. Grant Program Deadline.

DRAFT

02

Palmerino's Italian Deli

DRAFT

Types of Outdoor Dining 2.1

DRAFT

Public Sidewalk Cafe

Public Sidewalk Cafes are outdoor dining spaces located within the sidewalk area of the public right-of-way, that are associated with adjacent eating and drinking establishments.

Private Sidewalk Cafe

Private Sidewalk Cafes are outdoor dining spaces located within the sidewalk area or adjacent landscaping area, located on private property such as a shopping center, that are associated with adjacent eating and drinking establishments.

Types of Outdoor Dining 2.1

DRAFT

Public Parklet

Parklets are outdoor spaces created in formerly dedicated parking stalls, consisting of a semi-permanent extension of the existing curb into the parking lane to facilitate outdoor dining, public interaction, encourage pedestrian and bicycle transportation, and create a space for all.

Private Parklet

Private Parklets are outdoor spaces created in formerly dedicated private parking stalls, such as in a shopping center, consisting of a semi-permanent extension of the existing curb into the parking lane to facilitate outdoor dining, public interaction and shopping center activation.

Sidewalk Cafe Examples

Public Sidewalk Cafe

Rosy's at the Beach

Private Sidewalk Cafe

Yolked Extreme Breakfast

DRAFT

Public Parklet Examples

Maurizio's Italian Ristorante

Ladera Grill

DRAFT

Private Parklet Examples

Betto's Bistro

Margarita's Bar & Grill

DRAFT

Outdoor Dining Permits
Sidewalk Cafe
2.2

Public Sidewalk Cafe

- Encroachment Permit
- Letter of approval from property owner
- Proof of Insurance

APPROXIMATE COST:
Permit- $672/every 3 years

Private Sidewalk Cafe

- Must comply with standards outlined in the Private Property Outdoor Dining Ordinance

APPROXIMATE COST:
Permit- none required

DRAFT

Outdoor Dining Permits
Parklet
2.2

Public Parklet Dining

- Encroachment Permit
- Letter of approval from property owner
- Proof of Insurance

APPROXIMATE COST:
Permit- $672/every 7 years
Security Deposit- $1,000
Annual Rental Fee- $1,000*
waived in 2023

Private Parklet Dining

- Outdoor Dining Clearance Permit
- Letter of approval from property owner
- Must comply with standards outlined in the Private Property Outdoor Dining Ordinance

APPROXIMATE COST:
Zoning Clearance- $250
Administrative Use Permit- $1,500
*Clearance Permit fee is applied to Administrative Use Permit Fee.

additional fees for building review and fire permit based upon design

DRAFT

03

Maurizio's

DRAFT

Parklet Design 3.1

A parklet is an extension of the sidewalk that repurposes parking spaces for the creation of public space. A parklet activates the street or parking lot by replacing one or more parking spaces with pedestrian oriented amenities such as seating, dining, and/or elements of play. Parklets must be stable, sturdy, and safe for users and pedestrians, maintain emergency access, and be accessible for people with disabilities.

Architecture Firm AP&I was contracted by the City in 2021 to create a Kit of Parts to include two parklet design alternatives. Parklet applicants can select from one of the AP&I Kit of Parts designs or create a unique design in compliance with all outlined DIY requirements. All parklet designs are based on industry and professional standards for safety and constructability. The number of parking spaces utilized is limited to each individual restaurant's storefront/footprint and property owner approval is required for both private and public right-of-way parklets.

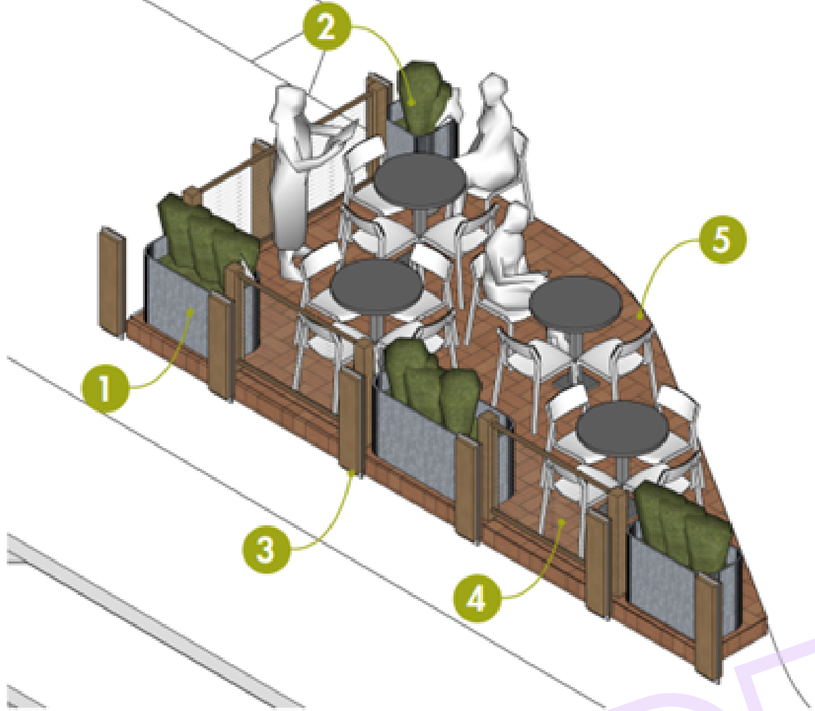
These guidelines shall not be construed as authorizing or approving any improvements or uses of the public right-of-way that are inconsistent with applicable Federal, State, and Local statues and regulations.

DRAFT

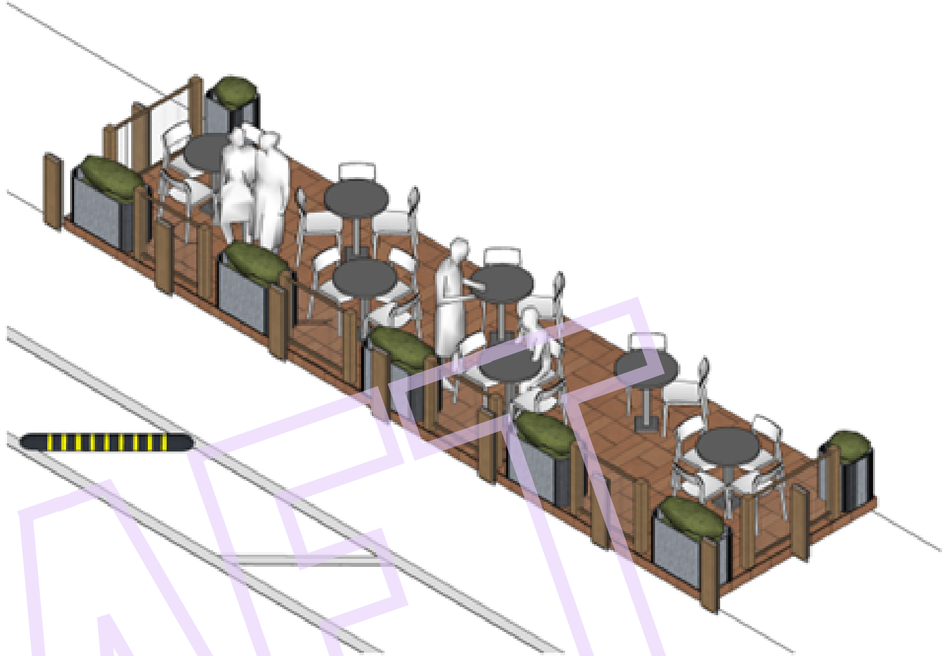
Agricultural Design

Option 1

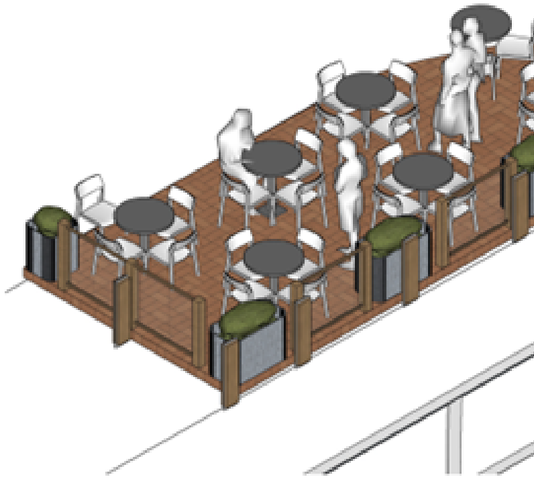
Agricultural Design



^Parklet abutting intersection bulb out (small size)



^Parklet at mid-block



^Parklet abutting intersection bulb

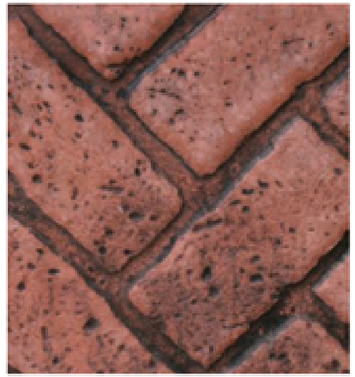
DRAFT

1 primary planter w/ reservoir
Behlen Country or equal

2 secondary planter w/ reservoir
repurposed wine barrel

3 bollard
TiberForm 2179-01
by Columbia Cascade
Company, or Equal

4 railing
framed hog wire
2x4" maximum
openings

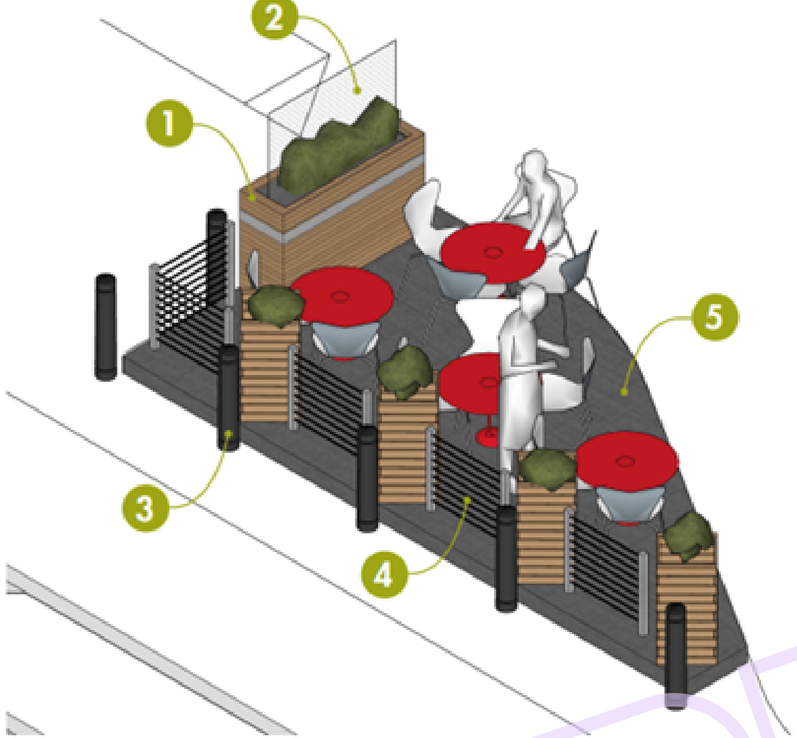


5 parklet surface
brick stamped concrete
or other texture

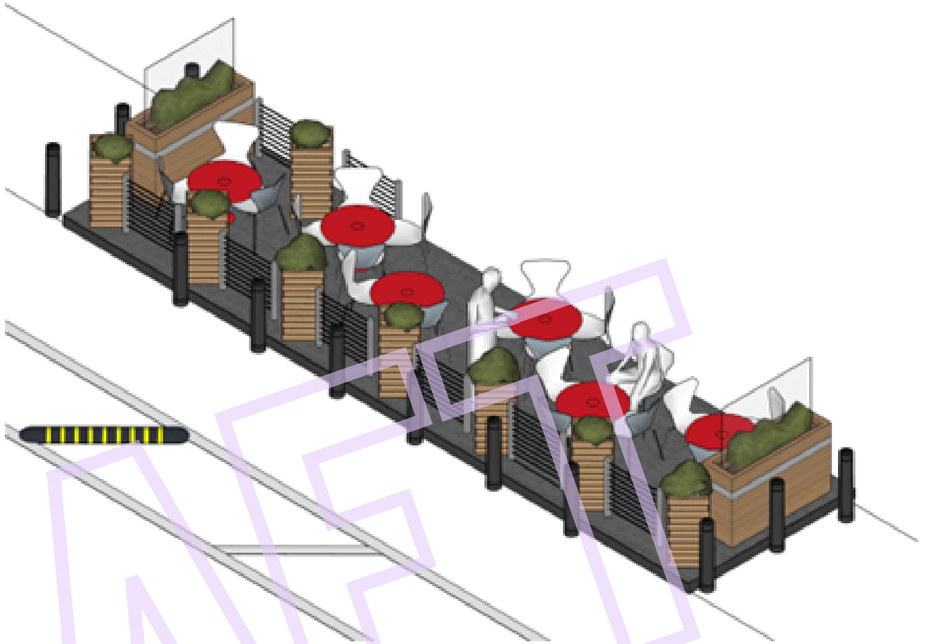
Industrial Design

Option 2

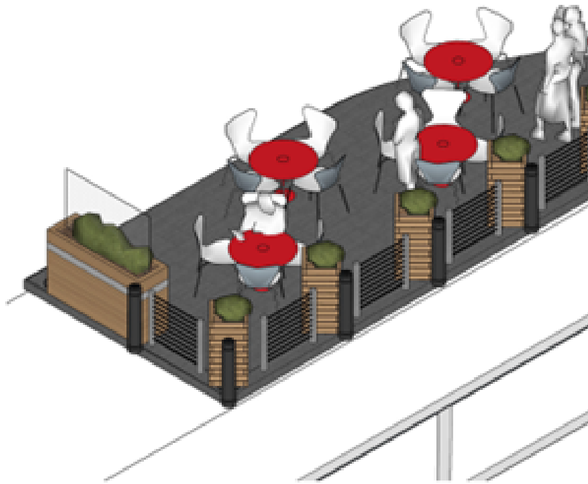
Industrial Design



^Parklet abutting intersection bulb out (small size)



^Parklet at mid-block



^Parklet abutting intersection bulb out

DRAFT

1 primary planter w/ reservoir
Boulevard mixed media planter or equal

2 planter trellis
supported welded or woven wire mesh

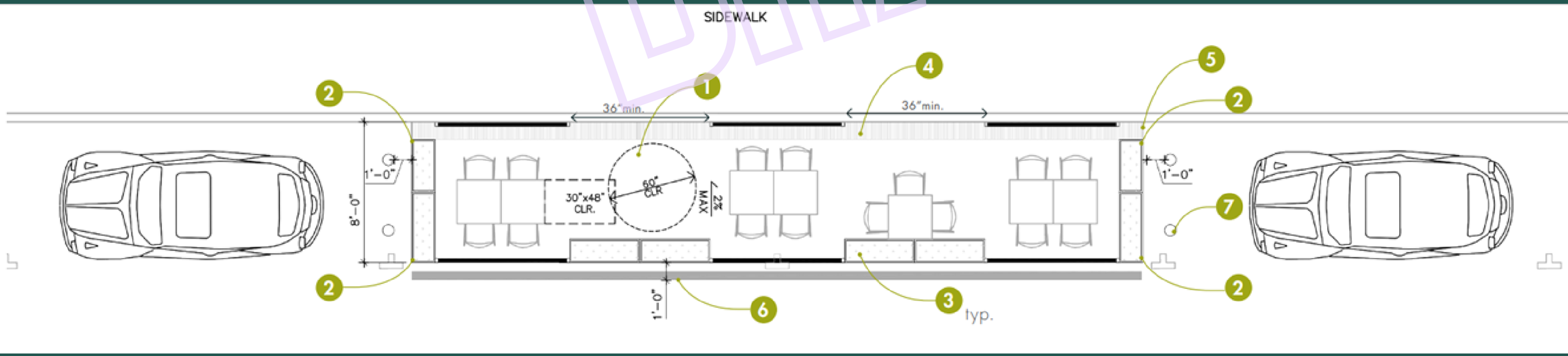
3 bollard
painted or anodized cast aluminum or steel

4 railing
tensioned cable railing
3.5" maximum spacing

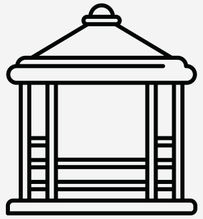
5 parklet surface
concrete pad with salt finish

Design Elements 3.2

DRAFT



Design Requirements 3.2



- Complies with standards outlined in the California Building Code.
- Plans developed by a Professional Engineer or Licensed Architect.
- Built to approved plan by a licensed contractor.

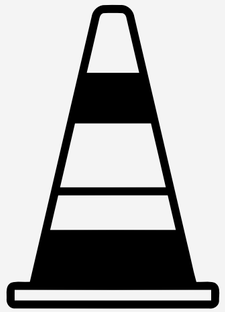
- Shall not obstruct any utility or manhole covers.
- Must provide access to public utilities, access panels, valves, building standpipes, and other features.
- Must provide for proper street drainage.
- Space underneath and surrounding parklets shall be kept clean and shall be maintained free of debris and obstructions to allow for proper drainage.

- Not permitted in an existing tow away, commercial loading, disabled parking, red, or white zones.
- Must have adequate clearance for automobiles to turn in and out of nearby driveways.
- Extend no more than 7-feet from curb into parking lane.
- Shall not extend over the curb or onto the sidewalk.

DRAFT

Design Requirements 3.2

- Shall not obstruct access of emergency responders to fire exits or fire hydrants.
- Minimum 5-foot clearance around fire hydrants.
- Minimum 3-foot wide emergency access gap, with vertical and horizontal clearance, accessible by a removeable barrier, is required for every 20-feet of structure length.
- Must have a minimum 44-inch barrier opening.
- Must maintain clear sightline visibility above 42-inches.
- Cannot obstruct pedestrian view of crosswalks, bike lane and/or traffic signals.



- A minimum 3-foot maximum 42-inch high barrier or railing consisting of approved safety mechanisms must be present on all (3) roadway facing sides. A clear, transparent, shatterproof vertical extension of the barrier can be added so long as the total barrier height does not exceed 5-feet.
- Barriers must not be solid but rather separated with slates and alternating openings.
- Traffic safety bollards are required to be placed every 15-feet around the perimeter of the parklet barrier, including at each parklet end and/or corner.
- A soft-hit post and yellow high intensity retro-reflective tape or reflectors are required at both ends of the parklet.

DRAFT

Design Requirements 3.2

- One minimum 2-A:10-B:C fire extinguisher shall be provided within 75-feet of travel distance and include a State Fire Marshall's Tag of annual service.
- Portable fire extinguishers shall not be obstructed or obscured from view and the extinguisher top shall be mounted between 3-feet to 5-feet above the floor.

- Propane cylinders (empty or full) cannot be stored indoors or within 5-feet of any building openings (e.g. doors, windows or vents).
- When not in use, propane cylinders (empty or full) should be stored in cylinder safety cages and away from high traffic areas.

- A "no smoking" sign must be placed in a conspicious location.

DRAFT

Design Requirements 3.2

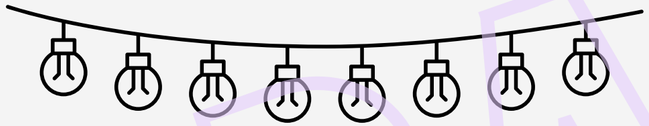
- Minimum 5-foot wide unobstructed route for pedestrian travel on the sidewalk.
- Minimum of 4-feet of setback from adjacent parking spaces.
- Minimum of 2-feet of setback between parklet and adjacent on-street travel lanes.
- Must be 10-feet away from the nearest intersection/street corner.

- Provide 5% or no less than one accessible table and one 30-inch X 48-inch clear space for wheelchair users. Where tables, counters and drink tables are provided, at least one of each feature shall be wheelchair accessible.
- Provide an accessible entrance a minimum of 48-inches wide and a wheelchair turning space of 60-inches in diameter.
- Minimum 4-feet maneuvering clearance is required from the front edge of wheelchair seating area to the table.
- An accessible path of travel shall connect the sidewalk to the entry, deck surface, wheelchair turning space and wheelchair resting space.
- Parklet platform deck must be flush with the sidewalk, with a 1/2 inch separation or less, and a maximum vertical height difference of 1/4 inch.
- A Maximum 2% cross slope on parklet surface in any direction.
- Parklet surface must be stable, firm, textured and slip-resistant.

DRAFT

Design Requirements 3.2

- Secure furniture overnight or when not in use.
- Store unsecured furniture and equipment after business hours.



- Enhanced lighting elements are a required component of parklet designs and must be energy efficient.
- All cables, cords, or wires used for lighting shall be run a minimum of 10-feet overhead.
- Lighting shall comply with the California Electrical Code.

- Keep all foliage healthy and replace deceased plants.
- Keep parklet free of debris, grime, and graffiti.
- Keep the parklet free of pests.
- Sweep out debris from under parklet on an as-needed basis to allow proper drainage.
- Adequately maintain all surfaces of the parklet so they are clean and safe for use.
- Keep any furniture clean- such as tables and chairs, and benches.
- Repair and/or replace tables, chairs, and other elements of the parklet as needed.

DRAFT

DIY Menu Overhead Options 3.3

Open Air

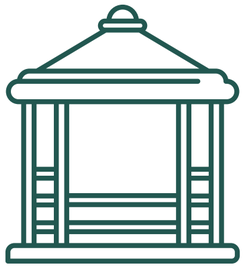
No overhead cover. String lighting does not qualify as an overhead cover.

Umbrella

A device consisting of a circular or rectangular canopy of cloth on a folding metal frame supported by a central rod, used as protection against rain or sun.

Canvas Sail

A shade sail is a type of fabric awning that covers patios and outdoor dining areas. Canvas shades are prohibited from being attached directly to a building face. Materials must meet the flame propagation performance of
Test Method 2 of NFPA 701 with an affixed label bearing the identification of size and fabric or material type.



Pillar and Roof

An overhead covering consisting of parallel posts and a roof that is either closed solid or opened through cross beams and rafters. Pillar and Roof designs can be made from wood, metal or a combination of each.

- **A minimum clearance of 7-feet and maximum clearance of 10-feet is required**

DRAFT

DIY Menu
Heater Options
3.3

Open Air

Heaters are approved in this setting as long as they are located a minimum of 5-feet from an exit and flammable materials.

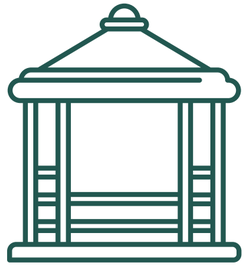
Umbrella

Propane heaters are permitted if they are located a minimum of 5-feet away from an umbrella awning and electric heaters are permitted if they are located a minimum of 3-feet away from an umbrella awning.

Canvas Sail

Any heaters with open flame, open flame elements, or exposed heating elements are prohibited from being used underneath a canvas roof.

Electric heaters are permitted so long as they are located a minimum of 3-feet away from canvas and flammable materials.



Pillar and Roof

Any heaters with open flame, open flame elements, or exposed heating elements are prohibited from being used underneath a wooden pillar and roof.

Electric heaters are permitted so long as they are located a minimum of 3-feet away from canvas and flammable materials.

Propane and electric heaters are both allowed under a 100% metal composed pillar and roof.

- **A site plan with the desired location of each heater is required and must comply fully with California Fire Code Standards.**

DRAFT

DIY Menu
4-Lane Road
Required Safety Measure
3.3

DRAFT

Cement K-Rail
or Equivalent
(6,000 pound impact rating)

- **Required traffic safety measure for a parklet located on a 4-lane road or a road with a speed limit greater than 25 mph.**

DIY Menu
K-Rail Beautification
3.3

Beautification of k-rail traffic safety devices is encouraged. A rendering of your proposed artwork must be submitted with your parklet application and is subject to approval by the Development Services Director.

DIY Menu
2-Lane Road
Required Safety Measure Options
3.3

DRAFT

Bollard
(500 pound impact rating)

Decorative K-Rail

Planter Box Encasing
Bollard or Decorative K-Rail

- **Required traffic safety measure on a parklet located on a 2-lane road and with a speed 25 mph or less.**

Mobile Vendors 3.4

- Operate between the hours of 7AM-10PM
- Located at least 15-feet from a driveway and/or fire hydrant
- Located at least 100-feet from a bus stop, intersection or primary school
- If operating within 100-feet of a park, must vend on the same side of the street as the park
- Not allowed on the sidewalk or within 25-feet of a fire lane or "no parking" zone
- Not allowed within 300-feet of another mobile vendor, except where separated by public street
- Sidewalk Cafe or Parklet Permit required by "host business" if encroaching onto the sidewalk or adjacent parking spaces

04

Willard Hicks

DRAFT

Operational Requirements 4.1

Rinse out and clean debris from the area under their structure at least once a week.

Maintain the quiet, safety, and cleanliness of the sidewalk and parking lane space adjacent to parklet area.

Responsible for removing any structures when the Outdoor Dining Permit expires, or when participation in the program is no longer active.

If a parklet changes ownership, the permit holder will remove the parklet or transfer it to the new owner. A transfer requires the new operator to submit a new permit.

Maintain that the outdoor area is safe and free of trash, debris, graffiti at all times.

Noise levels comply with the permitted sound levels of the adjacent use.

All outdoor dining areas should promote a smoke-free and vape-free environment in accordance with state and local laws.

Ensure that the space occupied and the services offered under the permit comply with health guidelines, adhere to all accessibility laws and do not interfere with emergency responders' access.

Provide and maintain access to the City infrastructure.

Failure to properly and sufficiently maintain the cleanliness, safety, and accessibility of a parklet may be subject to violations and fines. If maintenance issues are not resolved, parklet operators may be required to remove the parklet at their own expense.

DRAFT

Permit Checklist 4.2

DRAFT

When all locational, design and operational requirements are met, the application is reviewed by the applicable City department.

	Public Sidewalk	Private Sidewalk	Public Parklet	Private Parklet
Encroachment Permit	X		X	
Clearance Permit				X
Annual Rental Fee			X	
Property Owner Approval	X	X	X	X
Insurance	X		X	
Security Deposit			X	
14-Day Posting			X	
Comply with Private Outdoor Dining Ordinance		X		X
Fire Permit *only if heaters included	X	X	X	X
Administrative Use Permit *if required by design				X

Permit Cost 4.2

DRAFT

When all locational, design and operational requirements are met, the application is reviewed by the applicable City department.

	Public Sidewalk	Private Sidewalk	Public Parklet	Private Parklet
Encroachment Permit	$672/ 3 years		$672/ 7 years	
Clearance Permit				$250/ one-time
Annual Rental Fee (waived until 2024)			$1000/ yearly	
Property Owner Approval	X	X	X	X
Insurance	X		X	
Security Deposit (refundable)			$1000/ one-time	
10-Day Posting			X	
Comply with Private Outdoor Dining Ordinance		X		X
Fire Permit *only if heaters included	X	X	X	X
Administrative Use Permit *if required by design				$1500/ one-time

Public Sidewalk Café Permit Process 4.2

DRAFT

STEP 1

Outdoor Dining Application

Preliminary Application
Dimensional Site Plan
Proof of Insurance
Property Owner approval

Submit

Upload and Submit
econdev@morganhill.ca.gov

STEP 2

Food & Beverage

Obtain Health Department Permit
Obtain ABC Permit

APPROVAL

Respond to requests for additional information
Receive City approval notice

STEP 3

Fees

Encroachment Permit
Encroachment Fee

Submit

Upload and Submit
econdev@morganhill.ca.gov

Public Parklet Permit Process 4.2

DRAFT

STEP 1

Outdoor Dining Application

Preliminary Application
Dimensional Site Plan
Proof of Insurance
Property Owner approval

Submit

Upload and Submit
econdev@morganhill.ca.gov

STEP 2

Food & Beverage

Obtain Health Department Permit
Obtain ABC Permit

APPROVAL

Respond to requests for additional information
Receive City approval notice

STEP 3

Fees

Encroachment Permit
Encroachment Fee
Security Deposit

Submit

Upload and Submit
econdev@morganhill.ca.gov

Noticing

10-day notice to the public posted in business window

Private Parklet Permit Process 4.2

DRAFT

STEP 1

Outdoor Dining Application

Preliminary Application
Dimensional Site Plan
Proof of Insurance
Property Owner approval

Submit

Upload and Submit
econdev@morganhill.ca.gov

STEP 2

Food & Beverage

Obtain Health Department Permit
Obtain ABC Permit

APPROVAL

Respond to requests for additional information
Receive City approval notice

STEP 3

Fees

Zoning Clearance or Administrative Use Permit

Submit

Upload and Submit
econdev@morganhill.ca.gov

Code Enforcement

4.3

DRA

Live Entertainment Permit

- Issued by the Morgan Hill Police Department
- Active for one-year
- Enforcement begins May 1, 2022

Building Code

- Code enforcement resumes
- Al Fresco expires December 31, 2022
- Enforcement with fines begins January 31, 2023

Encroachment Permit Fees

- Sidewalk Dining $672 every 3 years
- Parklet Dining $672 every 7 years
- Enforcement begins January 1, 2023

Food Trucks

- Must have a Morgan Hill Business License
- Obtain a California Seller's Permit
- Obtain a Santa Clara County Health Permit
- Occupy a location approved in the Mobile Vendor, Peddler and Solicitor Trifold
- Enforcement begins January 1, 2023

Signage Ordinance

- Temporary signage is 3 days, 30 days or 3 months depending on sign type and material
- Pole, roof, portable and a-frame signs are not allowed
- Enforcement begins January 1, 2023

05

MOHI Social

DRAFT

Parklet Grant 5.1

DRAFT

Whether you are an existing parklet operator coming into compliance or a future parklet operator submitting your first application, the cost can range from $10,000-$90,000. A Parklet Grant Program was created to help businesses recover expenses for existing parklet conversions and new parklet construction.

The Parklet Grant Program will reimburse parklet applicants for traffic safety, beautification landscaping, and/or construction/architecture document related expenses. Grant reimbursements will be capped at $5,000 per parklet operator and will be issued on a first come first serve basis once parklet construction is completed.

Eligibility

- Businesses operating an existing parklet or building a new parklet, in the public right-of-way.
- Businesses operating an existing parklet or building a new parklet on Private Property.

Funding Amount

- In January 2022, City Council allocated $50,000 to support parklet development.
- Grants awarded at a maximum of $5,000 per eligible parklet.

Use of Funds

- Grant dollars are approved to reimburse traffic safety components, beautification landscaping, and/or construction/architecture document fees.

Grant Timeline

- Applications accepted beginning July 1, 2022.
- Application deadline is June 1, 2023.

CITY OF MORGAN HILL

Have Questions?

Please direct all outdoor dining questions, applications and documentation to Economic Development Staff:

Development Services
ATTN: Economic Development Team
17575 Peak Ave.
Morgan Hill, CA 95037

(408) 310-4623
econdev@morganhill.ca.gov
www.choosemorganhill.com

START YOUR OUTDOOR DINING APPLICATION HERE

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: May 4, 2022

PREPARED BY:
Christina Turner, City Manager
APPROVED BY: City Manager

INTRODUCE THE RECOMMENDED FISCAL YEAR (FY) 2022-23 AND FY 2023-24 BIENNIAL OPERATING AND FY 2022-23 THROUGH FY 2027-28 CAPITAL IMPROVEMENT PROGRAM BUDGETS

RECOMMENDATION(S)
Receive the Introduction to the Recommended Budget Presentation

Estimated Time: 45 Minutes

COUNCIL PRIORITIES, GOALS & STRATEGIES
City Council Ongoing Priorities
Enhancing Public Safety
Protecting the Environment and Preserving Open Space and Agricultural Land
Maintaining and Enhancing Infrastructure
Supporting our Youth, Seniors, and Entire Community
Fostering a Positive Organizational Culture
Preserving and Cultivating Public Trust
Preserving our Community History
Enhancing Diversity and Inclusiveness
Advancing Regional Initiatives

2022-2023 Strategic Priorities
Fiscal Sustainability
Affordable Housing and Homelessness
Community Outreach, Engagement, and Messaging
Economic Development
Transportation

Guiding Documents
Bikeways, Trails, and Recreation Master Plan
Economic Blueprint
Fire Services Standards of Coverage
Morgan Hill 2035 General Plan
Public Safety Master Plan
Storm Drain Master Plan
Vision Zero

Water System Master Plan
Wastewater System Master Plan

REPORT NARRATIVE:
On Friday, April 29, the Recommended FY 2022-23 and FY 2023-24 Operating and FY 2022-23 through FY 2027-28 Capital Improvement Program (CIP) Budgets were distributed to the City Council and made available for public review.

Guided by our goals and priorities, the recommended budget reflects the City's current financial condition, which improved markedly from the very dire outlook forecasted in the last budget cycle. As a result of the fast economic recovery from the impact of the COVID-19 pandemic, most notably from the one-time influx of lost revenue from the Federal Government, as well as stronger than the projected growth of the City's existing tax base, the recommended budget not only maintains existing service levels but is able to enhance some City services that are considered priorities by the Council and the Community.

As most of the City's major tax revenue categories continue to improve, Transient Occupancy Tax (TOT) and Recreation Services, two of the City's General Fund major revenue sources, do not assume full recovery until FY 24-25. This, coupled with the projected higher cost to provide service as a result of the high inflation factor and the loss of revenue from the City's Residential Development Control System (RDCS), due to Senate Bill 330 (SB 330), which went into effect January 1, 2020, has limited the City's ability to fully address the General Fund's unfunded needs. The City will continue to work with the community to look for ways to address the remaining General Fund's unfunded needs.

The total Recommended Budget is $204.2 million in FY 22-23 and $167.7 million in FY 23-24. The FY 22-23 budget includes $52.5 million for General Fund expenditures, $58.5 million for CIP, and $93.2 million for non-General Fund expenditures. For FY 23-24, the Recommended Budget includes $54.1 million for General Fund expenditures, $39.8 million for CIP, and $73.8 million for non-General Fund expenditures.

These recommended budgets are the team's commitment to improving the City's long-term fiscal health by carrying out a financial plan which aligns resources with service level delivery recommendations that are consistent with the City Council's goals and priorities while adhering to the sustainable budget principles.

Recommended FY 2022-23 and 2023-24 Operating and FY 2022-23 through 2027-28 Capital Improvement Program Budgets

COMMUNITY ENGAGEMENT:
Involve

March 24, 2022 - Budget Community Townhall Meeting.

In addition to introducing the recommended budget on May 4, staff will be hosting an in-person community budget meeting on May 18, and the community is invited to participate in the City Council budget workshop which is scheduled for May 18.

ALTERNATIVE ACTIONS:
Not Applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
The City Council received the last recommended biennial operating and CIP budgets in April 2020 which was subsequently adopted in June of 2020.

FISCAL AND RESOURCE IMPACT:
The budget documents are the product of many employees working in a collaborative manner to strive to attain the Council's and Community's priorities in a cost-effective manner while maintaining the City's goal of fiscal sustainability.

The fiscal and resource impacts are included in the current year's budget and workplan for all departments.

CEQA (California Environmental Quality Act):
Not a Project

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

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: May 4, 2022

PREPARED BY:
Dat Nguyen, Finance Director
APPROVED BY: City Manager

ADOPT RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND ISSUANCE AGREEMENT TO REFINANCE AT LOWER INTEREST RATES CERTAIN OUTSTANDING 2014 WATER REVENUE BONDS AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

RECOMMENDATION(S)
Adopt a resolution approving the execution and delivery of a Bond Issuance Agreement and authorizing certain other matters relating thereto.

Estimated Time: 10 Minutes

COUNCIL PRIORITIES, GOALS & STRATEGIES
City Council Ongoing Priorities
Maintaining and Enhancing Infrastructure

2022-2023 Strategic Priorities
Fiscal Sustainability

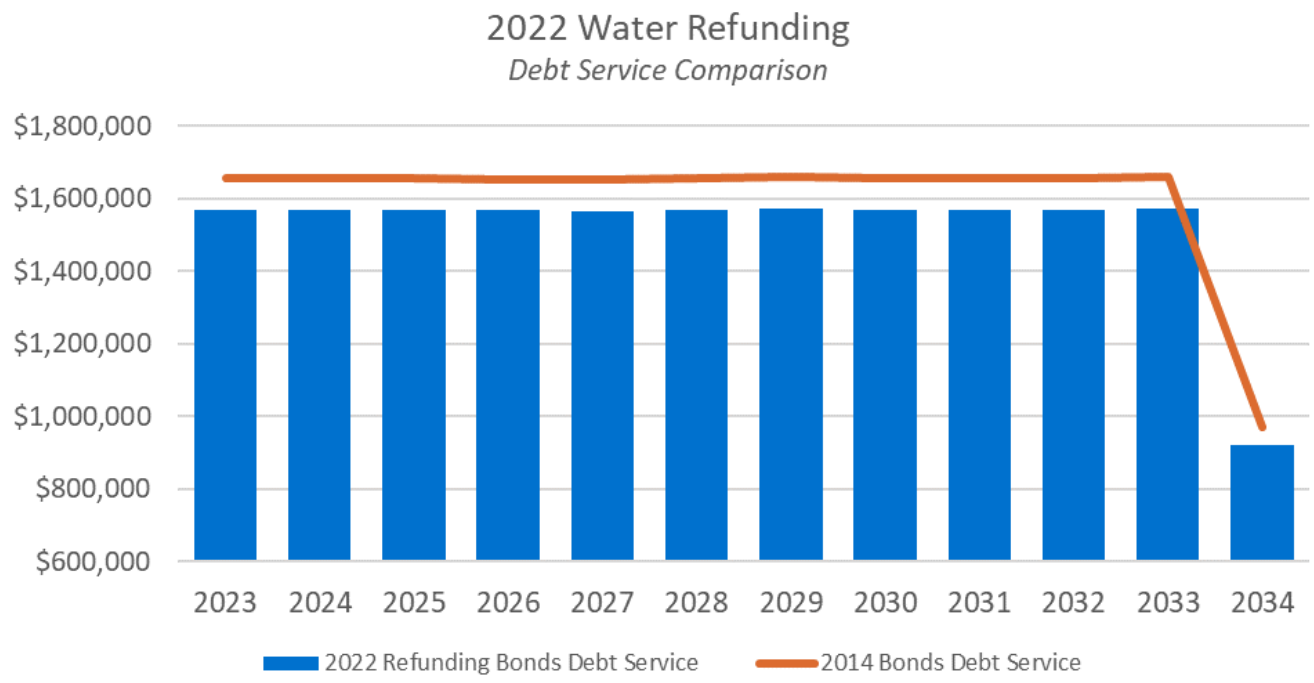
Guiding Documents
Water System Master Plan

REPORT NARRATIVE:
In 2014, the City of Morgan Hill issued $21,975,000 in Water Revenue Bonds ("2014 Bonds"). The 2014 Bonds have a final maturity of June 1, 2034, and carry an interest rate of 3.75% per year. The 2014 Bonds were sold directly to Capital One. The 2014 Bonds have a first optional redemption date on June 1, 2022, with no redemption penalty, for all bonds maturing after that date.

While interest rates have been rising, there is an opportunity to refinance the 2014 Bonds at a lower interest rate. Capital One has provided a fixed interest rate of 2.71% for a new financing for the remaining 12-year term (assuming the refinancing can be completed no later than June 1, 2022). In addition to fixing the rate for the 12-year term, Capital One has locked the interest rate through closing of the refunding bond. This removes the risk to the City that interest rates rise and reduce the savings on the

refunding of the 2014 Bonds.

The 2022 Water Revenue Refunding Bonds ("2022 Bonds") will have a June 1, 2034, final maturity (same as the 2014 Bonds) and will have a very similar structure to the 2014 Bonds. In the graph below, the blue bars represent the debt service on the 2022 Bonds and the orange line represents the debt service on the 2014 Bonds. The amount by which the blue bars are lower than the orange line in any given year represents the savings the Water Fund will achieve through refunding the 2014 Bonds (average of $84,000 per year).



Financial Impact
The Water Fund can achieve an average of $84,000 in debt service savings each year, or just over $1,000,000 over the next 12 years. These savings are presented net of costs associated with issuing the 2022 Bonds. In present value terms, the Water Fund will see a benefit of $862,000. This represents a net present value benefit equal to 5.63% of refunded par. As a frame of reference, the industry-standard minimum net present value savings threshold is 3.00% of refunded par.

Summary of Legal Documents
There are three legal documents related to the 2022 Bonds that will need to be approved: the Authorizing Resolution, the Bond Issuance Agreement, and the Placement Agent Agreement.

Authorizing Resolution – the Authorizing Resolution authorizes City staff to execute the legal documents for the 2022 Bonds. It also authorizes City staff to finalize the Bond

Issuance Agreement provided it is within not-to-exceed parameters of $15,415,000 principal, 2.71% true interest cost, and final maturity in 2034. These not-to-exceed parameters match the terms of the 2022 Bonds since those terms are locked and not expected to change.

Bond Issuance Agreement – the Bond Issuance Agreement describes the terms of the 2022 Bonds and establishes the relationship between the City and Capital One for the 2022 Bonds. This agreement also identifies the security for the 2022 Bonds as a pledge of net revenues of the Water Fund and that the Water Fund is required to maintain net revenues equivalent to 120% of total debt service on the 2022 Bonds and any future debt payable from net revenues on parity with the 2022 Bonds. The 2014 Bonds have this same provision. The Bond Issuance Agreement also identifies the payment schedule, prepayment terms, and other covenants the City is making with Capital One for the 2022 Bonds.

Placement Agent Agreement – the Placement Agent Agreement between the City and Oppenheimer & Co. Inc ("Oppenheimer"), which is acting as placement agent for the 2022 Bonds. This agreement defines Oppenheimer's role in placing the 2022 Bonds with Capital One and identifies the amount to be paid to Oppenheimer for services provided in that role. This fee is contingent upon a successful closing of the 2022 Bonds.

Timetable
Pending City Council approval of the 2022 Bonds and legal documents, the 2022 Bonds will close on June 1, 2022 (the first optional redemption date for the 2014 Bonds). The City will be making one final payment on the 2014 Bonds on the morning of June 1, 2022. On the same day, the 2022 Bonds will refund the amount of the 2014 Bonds remaining after the June 1, 2022, payment.

COMMUNITY ENGAGEMENT:
Inform

This staff report serves to inform the community of the proposed sale and issuance of the 2022 Bonds for refunding the outstanding 2014 Bonds.

ALTERNATIVE ACTIONS:
Not Applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
On April 2, 2014, City Council approved the issuance of 2014 Water Revenue Bonds to refund the 1999 and 2004 bonds and to fund new capital improvement water related projects.

FISCAL AND RESOURCE IMPACT:
The 2022 Bonds would have an average of $84,000 annual debt service savings

relative to the 2014 Bonds. These savings would be realized on an annual basis in the Water Fund (not General Fund). Total cashflows savings through 2034 is just over $1,000,000, or $862,000 in net present value terms. All savings figures presented here are net of costs of issuing the 2022 Bonds.

CEQA (California Environmental Quality Act):
Not a Project

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

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING THE EXECUTION AND DELIVERY OF A BOND ISSUANCE AGREEMENT AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, the City operates a Water System (as defined herein) to serve the City; and

WHEREAS, for the purpose of providing funds to the City to finance and refinance certain Water System projects and related obligations, the City Morgan Hill Financing Authority (the "Authority") has previously issued its Morgan Hill Financing Authority Revenue Bond (Water System Refunding and Capital Improvement Project), Series 2014 (the "2014 Bond") pursuant to a Bond Purchase Agreement, dated as of June 1, 2014, by and among the Authority, Capital One Public Funding, LLC, and the City; and

WHEREAS, in order to provide security for the payment of the 2014 Bond, the City and the Authority entered into an Installment Sale Agreement, dated as of May 1, 2014 (the "2014 Installment Sale Agreement"), pursuant to which the City agreed to purchase certain facilities from the Authority and make certain installment payments payable from Net Revenues (as defined therein) of the City's Water System, calculated to be sufficient to enable the Authority to pay the principal of, premium, if any, and interest on the 2014 Bond when due and payable; and

WHEREAS, for the purpose securing the payment thereof, the Authority assigned to the owner of the 2014 Bond certain of its rights under the 2014 Installment Sale Agreement, including its rights to receive payments of the City under the 2014 Installment Sale Agreement; and

WHEREAS, under Article 11 (commencing with Section 53580), Chapter 2, Part 1, Division 2 of Title 5 of the California Government Code (the "Refunding Act"), the City is authorized to issue refunding bonds for the purpose of refunding evidences of indebtedness of the City payable from funds other than the proceeds of ad valorem taxes or the proceeds of assessments levied without limitation as to rate or amount by the local agency upon property in the local agency; and

WHEREAS, for the purpose of refunding its obligations evidenced by the 2014 Installment Payment Agreement and thereby refund the 2014 Bond, the City desires to authorize the issuance of its City of Morgan Hill Revenue Bond (Water System Refunding), Series 2022 (the "Bond"); and

WHEREAS, in furtherance of the issuance and sale of the Bond by the City, there has been submitted to the City Council of the City (the "Council"), for its consideration and approval, a form of Bond Issuance Agreement, made by the City, and a form of Placement Agent Agreement, between the City and Oppenheimer & Co. Inc.;

WHEREAS, Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) ("SB 450") requires that the governing body of a public body obtain prior to authorizing the issuance of bonds with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the bonds,

(b) the sum of all fees and charges paid to third parties with respect to the bonds, (c) the amount of proceeds of the bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the bonds, and (d) the sum total of all debt service payments on the bonds calculated to the final maturity of the bonds plus the fees and charges paid to third parties not paid with the proceeds of the bonds; and

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

Section 1. Findings. The above recitals are true and correct.

Section 2. Bond Issuance Agreement. The Bond Issuance Agreement, in substantially the form on file with the City Clerk, is hereby approved. The Mayor (or in his absence, the Mayor Pro Tem), the City Manager or the Finance Director and any of their respective designees (each, an "Authorized Officer"), acting singly, is authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Bond Issuance Agreement, with such changes therein, whether material or otherwise, as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof); provided, that the Bond shall be issued in a principal amount not-to-exceed $15,415,000, the true interest cost with respect to the Bond shall not exceed 2.71% per annum and the final maturity of the Bond shall not exceed 2034.

Section 3. Private Placement. The City hereby approves private placement of the Bond, subject to the authorization and limitations set forth herein and final delivery of the documents authorized hereby.

Section 4. Placement Agent Agreement. The Placement Agent Agreement, in substantially the form on file with the City Clerk, is hereby approved. Each Authorized Officer, acting singly, is authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Placement Agent Agreement, with such changes therein, whether material or otherwise, as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof).

Section 5. Professional Services. In connection with the private placement, the City Council hereby approves the appointment of Norton Rose Fulbright US LLP to perform bond counsel services, NHA Advisors, Inc., to perform Municipal Advisor services. Any Authorized Officer is hereby authorized and directed to enter into professional services agreements with each of the foregoing.

Section 6. Good Faith Estimates. In accordance with SB 450, good faith estimates of the following are set forth on Exhibit A attached hereto: (a) the true interest cost of the Bond, (b) the sum of all fees and charges paid to third parties with respect to the Bond, (c) the amount of proceeds of the Bond expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Bond, and (d) the sum total

of all debt service payments on the Bond calculated to the final maturity of the Bond plus the fees and charges paid to third parties not paid with the proceeds of the Bond.

Section 7. General Authorization. Any Authorized Officer is authorized and directed to execute and deliver any and all documents, certificates and other instruments (including without limitation a tax certificate and escrow agreement) and to do and cause to be done any and all acts necessary or proper for carrying out the issuance and sale of the Bond, the transactions contemplated by this Resolution, and the documents herein approved; and the investment of the proceeds of the Bond as permitted by the Bond Issuance Agreement.

Section 8. Ratification. All actions heretofore taken by the officers and employees of the City, with respect to the issuance and sale of the Bond, or in connection with or related to any of the agreements or documents referenced herein, are approved, confirmed and ratified.

Section 9. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 4th day of May, 2022 by the following vote.

AYES: Council Members:
NOES: Council Members:
ABSTAIN: Council Members:
ABSENT: Council Members:

DATE: _____ **_____**
Rich Constantine, MAYOR

Attest:

DATE: _____ **_____**
Michelle Bigelow, CITY CLERK

CERTIFICATION

I, MICHELLE BIGELOW, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, adopted by the City Council at a Regular Meeting held on May 4, 2022.

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

DATE: **_____** **_____**
Michelle Bigelow, CITY CLERK

EXHIBIT A

GOOD FAITH ESTIMATES

The following information was obtained from the Municipal Advisor with respect to the Bond approved in the Resolution, and is provided in compliance with Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) with respect to the Bond:

1. *True Interest Cost of the Bond.* Assuming an aggregate principal amount of $15,415,000 of the Bond is sold and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the true interest cost of the Bond, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bond, is 2.71%.

2. *Finance Charge of the Bond.* Assuming an aggregate principal amount of $15,415,000 of the Bond is sold and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the finance charge of the Bond, which means the sum of all fees and charges paid to third parties (or costs associated with the Bond), is approximately $90,000.

3. *Amount of Proceeds to be Received.* Assuming an aggregate principal amount of $15,415,000 of the Bond is sold and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the amount of proceeds expected to be received by the City for sale of the Bond less the finance charge of the Bond described in 2 above and any reserves or capitalized interest paid or funded with proceeds of the Bond, is $15,325,000.

4. *Total Payment Amount.* Assuming an aggregate principal amount of $15,415,000of the Bond is sold and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the Bond plus the finance charge of the Bond described in paragraph 2 above not paid with the proceeds of the Bond, calculated to the final maturity of the Bond, is $18,172,642.

Attention is directed to the fact that the foregoing information constitutes good faith estimates only. The actual interest cost, finance charges, amount of proceeds and total payment amount may vary from the estimates above due to variations from these estimates in the timing of Bond sale, the amount of the Bond sold, the amortization of the Bond sold and market interest rates at the time of each sale. Market interest rates are affected by economic and other factors beyond the City's control. The City has approved the issuance of the Bond with a maximum true interest cost of 2.71%.

BOND ISSUANCE AGREEMENT

made by the

CITY OF MORGAN HILL

Dated as of June 1, 2022

Relating to
City of Morgan Hill
Revenue Bond
(Water System Refunding)
Series 2022

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS AND EXHIBITS 2

SECTION 1.01. Definitions 2
SECTION 1.02. Construction; Interpretation 6

ARTICLE II ISSUANCE OF BONDS 7

SECTION 2.01. Issuance of Bond; Bond Terms 7
SECTION 2.02. Disposition of Bond Proceeds 9
SECTION 2.03. Costs of Issuance 9
SECTION 2.04. Rate on Overdue Payments 10

ARTICLE III PLEDGE OF NET REVENUES; WATER REVENUE FUND; PROJECT ACCOUNTS 10

SECTION 3.01. Pledge of Net Revenues 10
SECTION 3.02. Water Revenue Fund 11
SECTION 3.03. [Reserved] 11
SECTION 3.04. Series 2022 Costs of Issuance Account 11

ARTICLE IV ADDITIONAL PARITY OBLIGATIONS 12

SECTION 4.01. Conditions for Incurrence of Additional Parity Obligations 12
SECTION 4.02. Superior and Subordinate Obligations 12

ARTICLE V OTHER COVENANTS OF CITY; REPRESENTATIONS AND WARRANTIES OF THE CITY 13

SECTION 5.01. Compliance with Agreement 13
SECTION 5.02. Distribution of Net Revenues for Debt Service 13
SECTION 5.03. Rates and Charges 13
SECTION 5.04. Maintenance and Operation of the Water System 14
SECTION 5.05. Tax Covenants 14
SECTION 5.06. Insurance 15
SECTION 5.07. Payment of Taxes and Compliance with Governmental Regulations 15
SECTION 5.08. Sale or Other Disposition of Property 15
SECTION 5.09. Compliance with Contracts; Liens 15
SECTION 5.10. Accounting Records; Financial Statements and Other Reports 15
SECTION 5.11. Representations, Warranties and Agreements of the City 16
SECTION 5.12. City Acknowledgements Relating to Original Owner 17
SECTION 5.13. Financial Obligations Disclosure 18

ARTICLE VI DEFAULTS AND REMEDIES 18

SECTION 6.01. Events of Default; Remedies 18
SECTION 6.02. Expenses on Default 19
SECTION 6.03. Notice of Default 19

ARTICLE VII DISCHARGE OF OBLIGATIONS 20

SECTION 7.01. Escrow Deposit 20
SECTION 7.02. Effect of Prepayment 20

ARTICLE VIII MISCELLANEOUS 20

SECTION 8.01. Notices; Business Days.....20
SECTION 8.02. Content of Statements and Opinions 21
SECTION 8.03. Governing Law 21
SECTION 8.04. Severability of Invalid Provisions.....21
SECTION 8.05. Binding Effect.....22
SECTION 8.06. Further Assurances 22
SECTION 8.07. Amendments 22
SECTION 8.08. Waiver of Personal Liability.....22
SECTION 8.09. Execution of Counterparts 22
SECTION 8.10. Benefits Limited to Parties 22

EXHIBIT A — DESCRIPTION OF FACILITIES.....A-1
EXHIBIT B — DESCRIPTION OF 1999 PROJECTS, 2004 PROJECTS AND 2014 PROJECTS.....B-1
EXHIBIT C — FORM OF BOND.....C-1
EXHIBIT D — FORM OF LETTER OF REPRESENTATIONS.....D-1

BOND ISSUANCE AGREEMENT

THIS BOND ISSUANCE AGREEMENT, dated as of June 1, 2022 (this "Bond Issuance Agreement"), made by the CITY OF MORGAN HILL, a municipal corporation duly organized and existing under the laws of the State of California (the "City"), for the benefit of the Owners (as defined herein) from time to time of the bond issued hereunder (initially, Capital One Public Funding , LLC (the "Original Owner")),

WITNESSETH:

WHEREAS, the City operates a Water System (as defined herein) to serve the City; and

WHEREAS, for the purpose of providing funds to the City, the Morgan Hill Wastewater Facilities Financing Corporation (the "Corporation") previously issued its Refunding Certificates of Participation (Water System Improvement Project) Series 1999 (the "Series 1999 COPs") pursuant to a Trust Agreement, dated as of May 1, 1999, by and between the Corporation and U.S. Bank National Association, as successor trustee; and

WHEREAS, in furtherance of the issuance of the Series 1999 COPs, the City and the Corporation entered into an Installment Sale Agreement, dated as of May 1, 1999, by and between the City and the Corporation, pursuant to which the City agreed to purchase the Facilities (as defined therein) from the Corporation and make certain installment payments were calculated to be sufficient to enable the Corporation to pay principal of and interest and premium (if any) on the Series 1999 COPs when due and payable; and

WHEREAS, the City previously entered into a loan agreement by and between the City and the Morgan Hill Financing Authority, pursuant to which the Morgan Hill Financing Authority made a loan to the City (the "2003 Loan"), which 2003 Loan refinanced a 1993 loan made to the City by the California Statewide Communities Development Authority ("CSCDA"), which 1993 loan refinanced the cost of a 1980 loan made to the City by the State of California (the "State") pursuant to the California Safe Drinking Water Bond Law of 1976; which it intends to defease simultaneously with the issuance of the Bond (hereinafter referred to); and

WHEREAS, in connection with the issuance of the Authority's Water Revenue Bonds, Series 2004 (the "Series 2004 Bonds"), the City and the Authority previously entered into an Installment Sale Agreement, dated as of October 1, 2004 (the "2004 Installment Sale Agreement"), pursuant to which the City has agreed to purchase the Facilities (as defined therein) from the Authority and make certain installment payments which have been calculated to be sufficient to enable the Authority to pay the principal of, premium, if any, and interest on the Series 2004 Bonds when due and payable; and

WHEREAS, for the purpose of providing funds to the City to finance the 2014 Projects (defined below), to refinance the 1999 Projects (defined below) and refund the Series 1999 COPs, to refinance the 2004 Projects (defined below) and refund the Series 2004 Bonds, and to pay for certain costs of issuance, the Authority has previously issued its Morgan Hill Financing Authority Revenue Bond (Water System Refunding and Capital Improvement

Project), Series 2014 (the "2014 Bond") pursuant to a Bond Purchase Agreement, dated as of June 1, 2014, by and among the Authority, Capital One Public Funding, LLC, and the City; and

WHEREAS, in order to provide security for the payment of the 2014 Bond, the City and the Authority entered into an Installment Sale Agreement, dated as of May 1, 2014 (the "2014 Installment Sale Agreement"), pursuant to which the City agreed to purchase the Facilities (as defined therein) from the Authority and make certain installment payments payable from Net Revenues (as defined therein) of the City's water system, calculated to be sufficient to enable the Authority to pay the principal of, premium, if any, and interest on the 2014 Bond when due and payable; and

WHEREAS, for the purpose securing the payment thereof, the Authority assigned to the owner of the 2014 Bond certain of its rights under the 2014 Installment Sale Agreement, including its rights to receive payments of the City under the 2014 Installment Sale Agreement; and

WHEREAS, under Article 11 (commencing with Section 53580), Chapter 2, Part 1, Division 2 of Title 5 of the California Government Code (the "Refunding Act"), the City is authorized to issue refunding bonds for the purpose of refunding evidences of indebtedness of the City payable from funds other than the proceeds of ad valorem taxes or the proceeds of assessments levied without limitation as to rate or amount by the local agency upon property in the local agency; and

WHEREAS, for the purpose of refunding its obligations evidenced by the 2014 Installment Payment Agreement, the City has authorized the issuance of its City of Morgan Hill Revenue Bond (Water System Refunding), Series 2022 (the "Bond"); and

WHEREAS, the City enters into this Bond Issuance Agreement in order to provide for the execution and delivery of the Bond, to establish and declare the terms and conditions upon which the Bond shall be issued and secured, and to secure the payment of the principal thereof and interest thereon.; and

NOW, THEREFORE, in order to secure the payment of the Bond and the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bond contained, and in exchange for good and valuable consideration (including the payment of the purchase price of the Bond by the Original Owner), the receipt of which is hereby acknowledged, the City hereby agrees and covenants with and for the benefit of the Owners from time to time of the Bond, as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.01. Definitions. The following terms shall, for all purposes of this Bond Issuance Agreement, have the respective meanings ascribed to them in this Section 1.01.

"**Accountant**" means any independent certified public accountant or firm of such accountants selected by the City.

"**Authority"** means the Morgan Hill Financing Authority.

"**Bond Issuance Agreement**" means this Bond Issuance Sale Agreement, together with any duly authorized and executed amendments hereto.

"**Closing Time**" means the time the City delivers the Bond to the Original Owner in consideration and upon receipt of the purchase price for the Bond.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of original issuance of the Bond or (except as otherwise referenced herein or in this Bond Issuance Agreement) as it may be amended to apply to obligations issued on the date of original issuance of the Bond, together with regulations promulgated, and official public guidance published, under the Code.

"Costs of Issuance" means any costs or expenses paid or incurred in connection with the preparation, execution and delivery of the Bond, including but not limited to printing costs, word processing costs, special counsel and other legal fees and expenses, rating agency fees, financial advisor fees, verification agent fees, accounting fees, legal fees, fees of the Placement Agent, fees payable to any other consultants or experts retained by the City in connection with such preparation, execution and delivery, and any other cost, charge or fee in connection with the original issuance of the Bond which constitutes a "cost of issuance" within the meaning of the Code. Costs of Issuance shall not include any costs or expenses of the Original Owner.

"Counsel" means attorneys, selected by the City and acceptable to the Owner, who are nationally recognized in the issuance of tax-exempt municipal obligations.

"**Defeasance Securities**" means either of the following:

(a) cash (insured at all times by the Federal Deposit Insurance Corporation); or

(b) obligations of, or obligations guaranteed as to principal and interest by, the United States of America or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States of America including:

(i) U.S. Treasury obligations;

(ii) All direct or fully guaranteed obligations

(iii) Farmers Home Administration;

(iv) General Services Administration;

(v) Guaranteed Title XI financing;

(vi) Government National Mortgage Association (GNMA); and

(vii) U.S. Treasury - State and Local Government Series

provided, that such securities must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or redemption.

"**Event of Default**" means any of the events described in Section 6.01.

"**Facilities**" mean the facilities and improvements described in Exhibit A attached hereto and by this reference incorporated herein.

"**Fiscal Consultant**" means any consultant or firm of such consultants appointed by the City and who, or each of whom: (a) is judged by the City to have experience in matters relating to the financing of water system enterprises; (b) is in fact independent and not under domination of the City; (c) does not have any substantial interest, direct or indirect, with the City other than as purchaser of the Bond or any Parity Obligations; and (d) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"**Gross Revenues**" mean all income, rents, rates, fees, charges and other moneys derived from the ownership or operation of the Water System (including, without limiting the generality of the foregoing, (i) all income, rents, rates, fees, charges, business interruption insurance proceeds or other moneys derived by the City from the sale, furnishing and supplying of the water or other services, facilities, and commodities sold, furnished or supplied through the facilities of or in the conduct or operation of the business of the Water System, (ii) the earnings on and income derived from the investment of such income, rents, rates, fees, charges, or other moneys, including City reserves (whether held in trust for any Parity Obligations or otherwise), (iii) the proceeds of any stand-by or water availability charges collected by the City, and (iv) the proceeds of any facilities fees or connection fees collected by the City), but excluding in all cases (A) customers' deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the City, (B) any proceeds of taxes restricted by law to be used by the City to pay bonds hereafter issued, and (C) revenues from any surcharge that have been designated by the City for use for specific purposes, including with limitation, the perchlorate-related surcharge imposed pursuant to Resolution No. 5766, adopted by the City Council on February 4, 2004.

"**Independent Accountant**" means any certified public accountant or firm of certified public accountants appointed and paid by the City, and who, or each of whom: (a) is in fact independent and not under domination of the City; (b) does not have any substantial interest, direct or indirect, in the City; and (c) is not connected with the City as an officer or employee of the City but who may be regularly retained to make annual or other audits of the books of or reports to the City.

"**Maximum Annual Debt Service**" means, with respect to the Bond and any Parity Obligations, as of the date of such calculation, the maximum sum obtained for the current or any future Bond Year during the Term of this Bond issuance Agreement by totaling the following amounts for each such Bond Year:

(a) the aggregate amount of the principal and interest coming due and payable on the Bond in such Bond Year pursuant hereto, except to the extent payable from any escrow deposit pursuant to Section 7.01;

(b) the principal amount of all outstanding Parity Obligations, if any, coming due and payable by their terms in such Bond Year; and

(c) the amount of interest which would be due during such Bond Year on the aggregate principal amount of all outstanding Parity Obligations, if any, which would be outstanding in such Bond Year if such Parity Obligations are retired as scheduled. If any Parity Obligations bear interest at a variable rate, the City may assume that the interest rate on such Parity Obligations for any future period shall be the Bond Buyer Revenue Bond Index plus 20 basis points.

"**Net Proceeds**" mean, with respect to any condemnation award or with respect to any insurance proceeds, the amount of such condemnation award or such insurance proceeds remaining after payment of all expenses (including attorneys' fees) incurred in the collection of such award or proceeds.

"**Net Revenues**" mean, for any period, an amount equal to all of the Gross Revenues received during such period minus the amount required to pay all Operation and Maintenance Costs.

"**1999 Projects**" means the 1999 Projects described in Exhibit B attached hereto and by this reference incorporated herein.

"**Operation and Maintenance Costs**" mean the reasonable and necessary costs paid or incurred by the City for maintaining and operating the Water System, determined in accordance with generally accepted accounting principles, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the Water System in good repair and working order, and including all administrative costs of the City that are charged directly or apportioned to the operation of the Water System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits and licenses to operate the Water System and insurance premiums, and including all other reasonable and necessary costs of the City or charges required to be paid by it to comply with the terms hereof; but excluding in all cases (i) depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles, and (ii) any costs covered by revenues from surcharges described in clause (C) of the definition of "Gross Revenues."

"**Original Owner**" means Capital One Public Funding, LLC, its successors and assigns.

"Owner" means the person in whose name the Bond is registered.

"**Parity Obligations**" mean any leases, loan agreements, installment sale agreements, bonds, notes or other obligations of the City payable from and secured by a pledge of and lien upon any of the Net Revenues on parity with the Bond, entered into or issued pursuant to and in accordance with Section 4.01.

"**Payment Date**" means each June 1 and December 1 during the Term of this Bond Issuance Agreement, commencing December 1, 2022.

"Placement Agent" means Oppenheimer & Co., and its successors and assigns.

"**Projects**" means the 1999 Projects, the 2004 Projects and the 2014 Projects.

"Series 2022 Costs of Issuance Account" means a special account created and designated by the provisions of Section 3.04 of the Installment Sale Agreement.

"Tax Certificate" means the Tax Certificate, dated the date hereof, pertaining to the use and investment of proceeds of the Bond, executed and delivered by a duly authorized officer of the City at the Closing Time, including any and all exhibits and attachments thereto.

"**Term**" means, with respect to this Bond Issuance Agreement, the period commencing on the Closing Date and ending on the date the City shall have paid or prepaid all of its obligations hereunder in accordance with Article II or VII.

"2014 Installment Sale Agreement" means the Installment Sale Agreement, dated as of May 1, 2014, between the City and the Authority, together with any duly authorized and executed amendments hereto.

"**2014 Projects**" mean the 2014 Projects described in Exhibit B attached hereto and by this reference incorporated herein.

"**2004 Projects**" mean the 2004 Projects described in Exhibit B attached hereto and by this reference incorporated herein.

"**2002 Master Plan**" means the City of Morgan Hill Water System Master Plan, dated January 9, 2002, prepared by Carollo Engineers, Walnut Creek, California and on file with the City, and as the same may be hereafter updated and revised.

"**Water Revenue Fund**" means the "City of Morgan Hill Water Revenue Fund" heretofore established and held by the City with respect to the Water System, as further described in Section 3.02.

"**Water System**" means the whole and each and every part of the water system of the City, including the portion thereof existing on the date hereof, and including all additions, betterments, extensions and improvements to such water system or any part thereof hereafter acquired or constructed; *provided*, that to the extent the City is not the sole owner of an asset or property or to the extent that an asset or property is used in part for the above described water system purposes, only the City's ownership interest in such asset or property or only the part of the asset or property so used for water system purposes shall be considered to be part of the Water System.

SECTION 1.02. Construction; Interpretation. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this

Bond Issuance Agreement. All references herein to "Articles," "Sections" and other subsections are to the corresponding Articles, Sections or subsections of this Bond Issuance Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Bond Issuance Agreement as a whole and not to any particular Article, Section or subsection hereof; and words of the masculine gender shall mean and include words of the feminine and neuter genders. Words in the singular shall include the plural and words in the plural shall include the singular where the context so requires.

ARTICLE II

ISSUANCE OF BONDS

SECTION 2.01. Issuance of Bond; Bond Terms.

(a) The City has authorized the issuance of the Bond in the aggregate principal amount of [_____] Dollars ($[_____]), for the purpose of providing funds to refinance certain capital costs relating to the 2014 Projects and to refinance certain capital costs relating to the 1999 Projects and the 2004 Projects by prepaying the installment payments payable by the City under the 2014 Installment Sale Agreement and to pay Costs of Issuance of the Bond. The City shall pay or cause to be paid a portion of the proceeds of sale of the Bond on the Closing Date for prepayment of all of the unpaid installment payments payable by the City under the 2014 Installment Sale Agreement and to pay the Costs of Issuance.

(b) The City shall issue the Bond substantially in the form attached as Exhibit D hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Issuance Agreement. The Bond may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto or as may be authorized by the City. The Bond shall be in the aggregate principal amount of $_____, shall be designated "City of Morgan Hill Revenue Bond (Water System Refunding) Series 2022", shall be dated the date of delivery of and payment therefor, shall bear interest from its date until payment, such interest to the maturity thereof being payable each June 1 and December 1, commencing December 1, 20__, and shall be stated to mature in annual installments on each June 1, commencing June 1, 20__, and ending June 1, 20__, subject to the right of prepayment, all as set forth in the Bond. The Bond shall bear interest at a rate equal to ____% per annum, accruing from the date of issuance. Interest shall be computed on the basis of a year consisting of twelve 30-day months.

All payments with respect to the Bond will be paid to the Owner and shall satisfy all obligations of the City with respect to such payments. Such payments shall be made by wire or other form of electronic payment in accordance with written instructions provided by the Owner or, with the Owner's consent, by another commercially reasonable method of payment. Upon final payment of the Bond, the Bond shall be surrendered to the City for cancellation.

The initial Bond shall be numbered "R-l."

(c) **The Bond is a limited obligation of the City, and is not a debt, a liability or an obligation of the County of Santa Clara (the "County"), the State, or any other public**

agency or instrumentality of the State (other than the City), and none of the County, the State, nor any other public agency or instrumentality of the State (other than the City) shall be liable thereon, nor in any event shall the Bond be payable out of any funds or properties of the City other than the Net Revenues. None of the County, the State, or any other public agency or instrumentality of the State, or the City shall be obligated to pay the Bond or the interest thereon except as provided in the Bond, and neither the faith and credit nor the taxing power of the State, the County, the City or any public agency or instrumentality of the State is pledged to the payment of the principal of or the interest on the Bond.

(d) **Delivery** of **the Bond shall be conditioned on receipt by the City of a Letter of Representations addressed to the City and the Placement Agent in the form in Exhibit D and executed by the Original Owner.**

(e) The Bond shall be signed by, or bear the facsimile signature of, the City Manager of the City, and shall be signed by, or bear a facsimile signature of, the Clerk of the City, but at least one such signature shall be manual, and shall have impressed thereon the official seal of the City. In case any officer whose signature or a facsimile of whose signature shall appear on the Bond shall cease to be such officer before the delivery of the Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery, and also the Bond may bear the facsimile signature of or may be signed by such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(f) The City shall keep books for the registration of and for the registration of transfer of the Bond as provided in this Bond Issuance Agreement. The transfer of the Bond may be registered only upon the books kept for the registration of and registration of transfers of the Bond upon surrender thereof to the City together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the City. Upon any such registration of transfer the City shall execute and deliver in exchange for such Bond a new Bond registered in the name of the transferee, in an aggregate principal amount equal to the principal amount of such Bond of the same maturity and bearing interest at the same rate. Any transfer of the Bond is subject to the satisfaction of the conditions set forth in subsection (h) of this Section.

In all cases in which the transfer of the Bond shall be registered hereunder, the City shall execute and deliver at the earliest practicable time a Bond in accordance with the provisions of this Bond Issuance Agreement. Any Bond surrendered in any such registration of transfer shall forthwith be cancelled by the City. The City may make a reasonable fee or service charge for every such registration of transfer of the Bond sufficient to reimburse it for any lax or other governmental charge required to be paid with respect to such registration of transfer. The City shall not be required to make any such registration of transfer during the fifteen (15) days immediately preceding the date of first giving of notice of any prepayment of the Bond.

(g) The Bond shall be issued in a form payable to the Owner, and the Owner shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of and premium, if any, and interest on the Bond shall be made to the Owner whether or not any transfer thereof shall be made, until the City shall have received written

notice of such transfer, including the name and address of the transferee and the conditions of subsection (f) of this Section have been satisfied. Within ten days after any disposition of the Bond, the Owner shall give written notice of such disposition to the City.

(h) The Owner may at any time to sell or transfer the Bond (in whole but not in part), but agrees that any such sale or transfer by the Owner shall be to:

(i) an affiliate of the Owner; or

(ii) a bank, insurance company or other financial institution; provided, however, that, as a condition of transfer, any purchaser or assignee of the Bond shall execute an assignment and assumption of the rights and obligations of the prior Owner under this Bond Issuance Agreement in form acceptable to the City.

Nothing herein limits the right of the Owner to sell or assign participation interests in the Bond to one or more institutions listed in (i) or (ii), provided that City has no obligation or liability to such participants and such participants shall look solely to the Owner to enforce any such obligations under the Bond or this Bond issuance Agreement against the City.

(i) The Bond shall not be subject to prepayment except, as provided therein. The Bond shall be prepayable in whole, on any date on or after June 1, 20__, at a price of par plus accrued interest to the date of prepayment. The City shall give the Owner at least 30 days prior written notice of such prepayment.

Such notice shall be mailed, postage prepaid, to the Owner at the address appearing on the bond register described in Section 2.01(f) setting forth the date fixed for prepayment. On the date so designated for prepayment, notice having been mailed in the manner and under the conditions hereinabove provided, the Bond shall become and be due and payable on such date, and, if sufficient moneys for payment of the prepayment price and the accrued interest are made available to the Owner for the payment thereof, interest on the Bond so prepaid shall cease to accrue, the Bond or portion of the Bond shall cease to be entitled to any benefit or security hereunder, and the Owner shall have no rights in respect thereof except to receive payment of the prepayment price thereof and the accrued interest.

SECTION 2.02. Disposition of Bond Proceeds. At or about the Closing Time the proceeds received from the sale of the Bond ([together with $_____ of the City's legally available funds]) shall be applied as follows:

(a) shall be applied to prepayment of all of the 2014 Installment Payments and thereby redeem and discharge the 2014 Bond; and

(b) $_____ shall be transferred to the City and deposited in the Series 2022 Costs of Issuance Account.

SECTION 2.03. Costs of Issuance. The City agrees to pay (i) all Costs of Issuance; (ii) all taxes, if any, upon any documents or transactions pursuant to this Bond Issuance Agreement; (iii) all expenses incidental to all filings or recordings pursuant to this Bond Issuance Agreement; and (iv) all costs of collection (including reasonable counsel fees) in the event of

default in the payment of the principal of or interest on the Bond or other charges payable under this Bond Issuance Agreement.

SECTION 2.04. Rate on Overdue Payments. In the event the City should fail to make any of the payments required in this Article II, the payment in default shall continue as an obligation of the City until the amount in default shall have been fully paid, and the City agrees to pay the same with interest thereon, from the date of default to the date of payment, at the same rate of interest otherwise payable on the Bond.

ARTICLE III

PLEDGE OF NET REVENUES; WATER REVENUE FUND

SECTION 3.01. Pledge of Net Revenues. All of the Net Revenues are irrevocably pledged, charged and assigned to the punctual payment of the debt service on the Bond and, except as otherwise provided herein, the Net Revenues and such other funds shall not be used for any other purpose so long as the Bond remains unpaid. Such pledge, charge and assignment shall constitute a first lien on the Net Revenues and moneys for the payment of amounts due with respect to the Bonds and Parity Obligations in accordance with the terms hereof and thereof.

The obligations of the City to pay debt service on the Bonds from the Net Revenues and to perform and observe the other agreements contained herein shall be absolute and unconditional. Until such time as all debt service payments and other payments coming due and payable hereunder shall have been fully paid or prepaid, the City (a) will not suspend or discontinue payment of any debt service payments and other such payments, (b) will perform and observe all other agreements contained in this Bond Issuance Agreement, and (c) will not terminate this Bond Issuance Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Water System, sale of any portion of the Water System, the taking by eminent domain of title to or temporary use of any component thereof, commercial frustration of purpose, or any change in the tax law or other laws of the United States of America or the State or any political subdivision of either thereof.

The City's obligation to pay the debt service on the Bond and the other payments payable hereunder shall be a special obligation of the City limited solely to the Net Revenues. Under no circumstances shall the City be required to advance moneys derived from any source of income other than the Net Revenues and other sources specifically identified in this Bond Issuance Agreement for the payment of the debt service on the Bond and the other payments payable hereunder, nor shall any other funds or property of the City be liable for the payment of the debt service on the Bond and any other amounts coming due and payable hereunder. The Owner shall have no right, directly or indirectly, to require or compel the exercise of the *ad valorem* taxing power of the City or the forfeiture of any property of the City, including the Water System, for the making of any payments hereunder.

SECTION 3.02. Water Revenue Fund.

(a) The City has heretofore established a fund designated as the "City of Morgan Hill Water Revenue Fund" (the "Water Revenue Fund") and has held and shall continue to hold such fund segregated from all other funds of the City. All Gross Revenues shall be deposited by the City immediately upon receipt in the Water Revenue Fund and shall be applied, first, to pay Operation and Maintenance Costs as they become due and payable (including amounts reasonably required to be set aside in contingency reserves for Operation and Maintenance Costs, the payment of which is not then immediately required). The City may at any time establish such sub-level funds and accounts as it deems necessary or desirable within the Water Revenue Fund. The City covenants and agrees that all Net Revenues shall be held by the City in the Water Revenue Fund in trust for the benefit of the Owner and for the benefit of the owners of any Parity Obligations on a pari passu basis.

(b) On each Payment Date, the City shall withdraw from the Water Revenue Fund and transfer to the Owner an amount which (other than amounts resulting from the prepayment of the Bond pursuant to Article IX) is equal to the aggregate amount of the principal of and interest on the Bond coming due and payable on such Payment Date.

(c) In addition to Operation and Maintenance Costs and amounts to be transferred to the Owner under (b) above, the City shall withdraw from the Water Revenue Fund such amounts at such times as shall be required: (i) to pay the principal of and interest on any Parity Obligations and otherwise comply with the provisions of the instruments authorizing the issuance of any Parity Obligations; and (ii) all other amounts when and as due and payable hereunder, all on a *pari passu* basis with the payment of the Bond.

(d) The City shall manage, conserve and apply the Net Revenues on deposit in the Water Revenue Fund in such a manner that all payments required to be made pursuant to the preceding subsections (b) and (c) will be made at the times and in the amounts so required. Subject to the foregoing sentence, so long as no Event of Default shall have occurred and be continuing hereunder, the City may use and apply moneys in the Water Revenue Fund for (i) the payment of any subordinate obligations or any unsecured obligations, (ii) the costs for additional improvements, extensions, replacements and betterments to the Water System, (iii) the prepayment of any obligations of the City relating to the Water System, or (iv) any other lawful purposes of the City.

(e) Any moneys held in the Water Revenue Fund shall be invested in lawful investments which will, as nearly as practicable, mature on or before the dates when such moneys are anticipated to be needed for disbursement hereunder. All investment earnings from moneys or deposits in the Water Revenue Fund shall be credited in such fund and applied only to the purposes permitted for such fund. The City may commingle any of the moneys in the Water Revenue Fund with the moneys held in other funds and accounts (except for moneys held in any rebate fund which shall be held separately) for investment purposes; *provided, however,* that all moneys in the Water Revenue Fund shall be accounted for separately notwithstanding such commingling.

SECTION 3.03. [Reserved]. **Series 2022 Costs of Issuance Account**. The City shall establish, maintain and hold a separate account designated as the "City of Morgan Hill

Series 2022 Costs of Issuance Account." The moneys in the Costs of Issuance Account shall be used and withdrawn by the City to pay the Costs of Issuance. On the 120th day after the Closing Date, or upon the earlier date as the City directs, the City may transfer all amounts remaining in the Series 2022 Costs of Issuance Account to _____.

ARTICLE IV

ADDITIONAL PARITY OBLIGATIONS

SECTION 4.01. Conditions for Incurrence of Additional Parity Obligations.

(a) Subject to the conditions set forth in this Section 4.01, the City from time to time may issue or incur additional Parity Obligations. Any incurrence by the City of Parity Obligations is subject to the following conditions:

(i) The City shall be in compliance with all covenants in this Bond Issuance Agreement;

(ii) No Event of Default hereunder and no event of default with respect to any Parity Obligations shall have occurred and be continuing; and

(iii) Either the Net Revenues received by the City (A) in the most recent Fiscal Year for which audited financial statements are available, or (B) alternatively in any consecutive 12 month period during the most recent 18 months prior to issuance, shall be at least equal to 120 percent of the sum of the Maximum Annual Debt Service with respect to the Bond and any Parity Obligations which will be outstanding immediately following the incurrence of such Parity Obligations, as evidenced by a certificate of the Finance Director of the City (in the case of A) or a Fiscal Consultant or Independent Accountant (in the case of B).

(iv) If required by the terms of such Parity Obligation, a separate reserve has been or will be established therefor and that provisions have been made to fund such reserve.

(b) The foregoing conditions of Section 4.01(a) shall not apply to, or in any way limit, the City's ability to incur Parity Obligations at any time to refund any outstanding Parity Obligations, if (1) such refunding will result in a net present value savings to the City (inclusive of all costs of such refunding), or (2) will not result in debt service being increased in any fiscal year during which the obligations under this Bond Issuance Agreement or any Parity Obligations remain outstanding.

SECTION 4.02. Superior and Subordinate Obligations.

(a) So long as the Bond remains Outstanding, the City shall not issue or incur any additional bonds or other obligations, which will rank senior in the priority of lien over the Bond with respect to the Net Revenues.

(b) Nothing in this Bond Issuance Agreement shall be construed to limit or affect the ability of the City to issue or incur obligations which are either unsecured or which rank junior to the Bond in their lien with respect to the Net Revenues.

ARTICLE V

OTHER COVENANTS OF CITY; REPRESENTATIONS AND WARRANTIES OF THE CITY

SECTION 5.01. Compliance with Agreement. The City shall punctually pay the principal of and interest on the Bond in strict conformity with the terms hereof, and shall faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by it. The City shall not fail to make any payments of principal or interest required by this Bond Issuance Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to all or a portion of the Water System, commercial frustration of purpose, or any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any force majeure, including acts of God, tempest, storm, earthquake, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lockouts, lack of transportation facilities, fire, explosion, or acts or regulations of governmental authorities.

SECTION 5.02. Distribution of Net Revenues for Debt Service. The City covenants that the City will distribute Net Revenues available for debt service on the bond and all outstanding Parity Obligations on a *pro rata* basis without regard to whether each such Parity Obligation has a funded debt service reserve or a surety bond or other similar funding instrument.

SECTION 5.03. Rates and Charges.

(a) The City shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Water System during each Fiscal Year, which are at least sufficient, after making allowances for contingencies and error in the estimates, to yield Gross Revenues which are sufficient to pay the following amounts in the following order of priority:

(i) All Operation and Maintenance Costs estimated by the City to become due and payable in such Fiscal Year;

(ii) The principal of and interest on the Bond and then Outstanding Parity Obligations as they become due and payable during such Fiscal Year, without preference or priority (except to the extent such principal and interest on the Bond and the Parity Obligations are payable from the proceeds of the Bond or Parity Obligations, or from any other source of legally available funds of the City which have been held for such purpose prior to the commencement of such Fiscal Year);

(iii) All Additional Payments and other payments required to meet any other obligations of the City which are charges, liens, encumbrances upon, or which are otherwise payable, from Gross Revenues during such Fiscal Year.

(b) In addition, the City shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Water System during each Fiscal Year, so that Gross Revenues less Operation and Maintenance Costs will be at least equal to 120 percent of the sum of the amounts described in the preceding clause (a)(ii) of this Section.

(c) The City will have in effect at all times rules and regulations requiring each consumer or customer located on any premises connected with the Water System to pay the rates and charges applicable to the Water System provided to such premises and providing for the billing thereof and for a due date and a delinquency date for each bill.

SECTION 5.04. Maintenance and Operation of the Water System. The City will maintain and preserve the Water System in good repair and working order at all times and will operate the Water System in an efficient and economical manner and will pay all Operation and Maintenance Costs as they become due and payable. **Tax Covenants**.

(a) General. The City hereby covenants, for the benefit of the Owner of the Bond that, notwithstanding any other provisions of this Agreement, it shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of interest on the Bond under Section 103 of the Code. The City shall not, directly or indirectly, use or permit the use of proceeds of the Bond or any of the property financed or refinanced with proceeds of the Bond, or any portion thereof, by any person other than a governmental unit (as such term is used in Section 141 of the Code and applicable Treasury Regulations) in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of interest on the Bond.

(b) Use of Proceeds. The City shall not take any action, or fail to take any action, if any such action or failure to take action would cause the Bond to be a "private activity bond" within the meaning of Section 141 of the Code and applicable Treasury Regulations, and in furtherance thereof, shall not make any use of the proceeds of the Bond or any of the property financed or refinanced with proceeds of the Bond, or any portion thereof, or any other funds of the City, that would cause the Bond to be a "private activity bond" within the meaning of Section 141 of the Code. To that end, so long as the Bond is Outstanding, the City, with respect to such proceeds and property and such other funds, will comply with applicable requirements of the Code and applicable Treasury Regulations, to the extent such requirements are, at the time, applicable and in effect. The City shall establish reasonable procedures necessary to ensure continued compliance with Section 141 of the Code and the continued qualification of the Bond as "governmental bond."

(c) Arbitrage. The City shall not, directly or indirectly, use or permit the use of any proceeds of the Bond, or of any property financed or refinanced thereby, or other funds of the City, or take or omit to take any action, that would cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and applicable Treasury Regulations, and shall not otherwise take any action, or fail to take action, if such action or failure to take action would cause the Bond to be an "arbitrage bond" with the meaning of Section 148 of the Code and applicable Treasury Regulations. To that end, the City shall comply with all requirements of Section 148 of the Code and applicable Treasury Regulations to the extent such requirements are, at the time, in effect and applicable to the Bond.

(d) Federal Guarantee. The City shall not make any use of the proceeds of the Bond or any other funds of the City, or take or omit to take any other action, that would cause the Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Code, and shall not otherwise take any action, or fail to take action, when such action or failure to take action would cause the Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(e) Compliance with Tax Certificate. In furtherance of the foregoing tax covenants of this Section, the City covenants that it will comply with the provisions of the Tax Certificate, which is incorporated herein as if fully set forth herein. These covenants shall survive payment in full or defeasance of the Bond.

SECTION 5.06. Insurance. The City shall procure and maintain such insurance relating to the Water System (including the Facilities) which it shall deem advisable or necessary to protect its interests, which insurance shall afford protection in such amounts and against such risks as are usually covered in connection with public water systems similar to the Water System; *provided*, that any such insurance may be maintained under a self-insurance program so long as such self-insurance is maintained in the amounts and manner as is, in the opinion of an accredited actuary, actuarially sound. If all or any part of the Water System shall be taken by eminent domain proceedings, or if the City receives any insurance proceeds resulting from a casualty loss to the Water System, the Net Proceeds may be used, at the option of the City, to (a) repair, rebuild or replace such damaged, destroyed or taken portion of the Water System, or (b) prepay the Bond or any Parity Obligations to the extent permitted by the terms thereof.

SECTION 5.07. Payment of Taxes and Compliance with Governmental Regulations. The City will pay and discharge all taxes, assessments and other governmental charges which may hereafter be lawfully imposed upon the Water System or any part thereof when the same shall become due. The City will duly observe and conform with all valid regulations and requirements of any governmental authority relative to the operation of the Water System or any part thereof, but the City shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith and contesting such validity or application will not materially impair the operations or financial condition of the Water System to the extent permitted by the terms thereof. **Sale or Other Disposition of Property**. The City will not sell, transfer or otherwise dispose of any of the works, plant, properties, facilities or other part or rights of the Water System or any real or personal property comprising a part of the Water System if such sale, transfer or disposition would cause the City to be unable to satisfy the requirements of Section 5.03 hereof.

SECTION 5.09. Compliance with Contracts; Liens. The City shall not commit any breach or default under any agreement affecting or involving the Water System (to the extent that the City is a party thereto), or permit any lien to be attached to any portion of the Water, if such breach, default, or lien which would materially adversely affect its ability to comply with its covenants set forth in Section 5.03 hereof.

SECTION 5.10. Accounting Records; Financial Statements and Other Reports. The City will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the Water System. The City will prepare and file with the Owner annually within one hundred eighty (180) days after the close of each Fiscal Year

(commencing with the Fiscal Year ending June 30, 2014), the following: (a) audited financial statements of the Water System for such Fiscal Year prepared in accordance with generally accepted accounting principles, together with a report thereon by and Independent Accountant, (b) a report as to all insurance policies maintained and self-insured programs maintained by the City with respect to the Water System, as of the close of such Fiscal Year, including the names of the insurers which have issued the policies and the amounts thereof and the property or risks covered thereby, (c) a summary report showing in reasonable detail, the amounts of Gross Revenues, Net Revenues and the Operation and Maintenance Costs for such Fiscal Year, and containing a general description of the Water System. The Owner shall not be responsible for reviewing the such statements and reports. **Representations, Warranties and Agreements of the City**. The City hereby represents and warrants to, and agrees with, the Owner as follows:

(a) The City confirms its representations, warranties and agreements and its covenants set forth in this Bond Issuance Agreement. The City is authorized under the Refunding Act to borrow money and issue the Bond therefore for the purpose of refunding its obligations under the 2014 Installment Sale Agreement. The City has duly authorized the issuance and sale of the Bond.

(b) A fully executed Bond, fully executed counterpart of this Bond Issuance Agreement and a certified copy of the resolution of the City Council of the City authorizing the City's undertakings contemplated hereby and thereby has been or shall at the Closing Time be delivered by the City, and they shall be in the forms theretofore submitted to the Original Owner and approved by the Original Owner, with only such changes or modifications thereof as the Original Owner and the City shall agree upon.

(c) The City will keep or cause to be kept proper books of record and accounts in which complete and correct entries shall be made of all transactions made by the City relating to the receipts, disbursements, allocation and application of the principal and interest payments on the Bond and the proceeds of the Bond, and such books shall be available for inspection by the Owner, at reasonable hours and under reasonable conditions.

(d) There is no action, suit, proceeding or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the City, threatened against or affecting the City, nor to the knowledge of the City is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Bond Issuance Agreement, or which, in any way, would adversely affect the validity of the Bonds, this Bond Issuance Agreement, or any other agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(e) The execution, delivery and due performance by the City of the Bonds, this Bond Issuance Agreement and the other agreements contemplated hereby and compliance with the provisions hereof and thereof will not conflict with, or constitute on the part of the City a breach of, or a default under, any existing law, administrative regulation, decree or court order or any provision of any legislative act, constitutional or other proceeding applicable to or establishing or relating to the establishment of the City or its affairs or resolutions, or any agreement, indenture, mortgage, lease or other instrument to which the City is subject or by which it is or may be bound.

(f) The City does hereby agree to make such payments as are required by the terms of the Bond including principal of, premium, if any, and interest on the Bond when due. The obligation of the City to make payment of the principal of an interest on the Bond is a limited obligation of the City, payable solely from Revenue. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Bond, and in all proceedings of the City pertaining thereto and will faithfully observe and perform at all times any and all covenants, undertaking, stipulations and provisions of this Bond Issuance Agreement on its part to be observed or performed. The City covenants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Refunding Act, to issue the Bond and to enter into this Bond Issuance Agreement; that action on its part for the issuance of the Bond and the execution and delivery of this Bond Issuance Agreement has been duly and effectively taken; and that the Bond in the hands of the owner thereof is and will be the valid and enforceable limited obligation of the City according to the tenor and import thereof.

SECTION 5.12. City Acknowledgements Relating to Original Owner. The City acknowledges that:

(a) the Original Owner is acting solely for its own loan account and not as a fiduciary for the City or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor or fiduciary;

(b) the Original Owner has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the City (including to any financial advisor or any placement agent engaged by the City) with respect to the structuring, issuance, sale or delivery of the Bond; and

(c) the Original Owner has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to the transactions relating to the structuring, issuance, sale or delivery Bond and the discussions, undertakings and procedures leading thereto,

(d) each of the City, its financial advisor, and its placement agent will obtain such financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) with respect to the Bond from its own financial, legal, tax and other advisors (and not from the undersigned or its affiliates) to the extent that the City, its financial advisor, or its placement agent requires such advice,

(e) the Original Owner has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the City's financial advisor or its placement agent (if any, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the City's financial advisor or placement agent (if any), with respect to any such matters; and,

(f) the transactions between the City and the Original Owner are arm's-length, commercial transactions in which the Original Owner is acting and has acted solely as a principal and for its own interest, and the Original Owner has not made recommendations to the City with respect to the transactions relating to the Bond.

SECTION 5.13. Financial Obligations Disclosure. In connection with the City's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by the City pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), the City may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system or its successor ("EMMA") notice of its incurrence of its obligations with respect to the Bonds and related documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with the Bonds and related documents, in each case including a full copy thereof or a description of the material terms thereof (each such posting, an "EMMA Posting"). Unless required by the Rule, the City agrees that it shall not file or submit or permit the filing or submission of any EMMA Posting that includes information relating to Capital One Public Funding, LLC ("COPF"), including the following: unredacted sensitive or confidential information about COPF or its affiliates in any portion of an EMMA Posting, address and account information of COPF or any affiliates, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of COPF or its affiliates. The City acknowledges and agrees that COPF and its affiliates are not responsible for the City's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default; Remedies.

If one or more of the following events (each, an "Event of Default") shall occur:

(a) If the City shall fail to pay in full any installment of the principal of or interest on the Bond pursuant to Section 2.01 hereof at the time and in the manner specified herein;

(b) If the City shall fail to observe or perform any covenant, condition, agreement or provision in this Bond Issuance Agreement on its part to be observed or performed, other than as referred to in subsection (a) of this Section 6.01, or shall breach any warranty by the City herein contained, for a period of thirty (30) days after written notice, specifying such failure or breach and requesting that it be remedied, has been given to the City by the Owner; except that if such failure or breach can be remedied but not within such thirty (30) day period and if the City has taken all action reasonably possible to remedy such failure or breach within such thirty (30) day period, such failure or breach shall not become an Event of Default for so long as the City shall diligently proceed to remedy same in accordance with and subject to any directions or limitations of time established by the Owner, as the case may be;

(c) If the City files a petition in voluntary bankruptcy, for the composition of its affairs or for its corporate reorganization under any state or federal bankruptcy or insolvency law, or makes an assignment for the benefit of creditors, or admits in writing to its insolvency or inability to pay debts as they mature, or consents in writing to the appointment of a trustee or receiver for itself or for the whole or any substantial part of the Water System;

(d) If a court of competent jurisdiction shall enter an order, judgment or decree declaring the City an insolvent, or adjudging it bankrupt, or appointing a trustee or receiver of the City or of the whole or any substantial part of the Water System, or approving a petition filed against the City seeking reorganization of the City under any applicable law or statute of the United States of America or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within thirty (30) days from the date of the entry thereof; or

(e) If, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City, and such custody or control shall not be terminated within thirty (30) days from the date of assumption of such custody or control;

then and in each and every such case during the continuance of such Event of Default, the Owner may take any or all of the following actions:

(i) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the City or any officer or employee thereof, and to compel the City or any such officer or employee to perform and carry out its or his or her duties under the law and the agreements and covenants required to be performed by it or him or her contained in this Bond Issuance Agreement;

(ii) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Owner; or

(iii) by suit in equity upon the happening of an Event of Default to require the City and its officers and employees to account as the trustee of an express trust.

The Owner shall have no right to accelerate the payment of the Bond.

No delay in exercising or omitting to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 6.02. Expenses on Default. In the event the City should default under any of the provisions of this Bond Issuance Agreement and the Owner should employ attorneys or incur other expenses for the collection of the payments due hereunder, the City agrees that it will on demand therefor pay to the Owner the fee of such attorneys and such other expenses so incurred by the Owner.

SECTION 6.03. Notice of Default. The City agrees that, as soon as is practicable, and in any event within ten (10) days of the City's actual gaining knowledge thereof, the City will

furnish the Owner notice of any event which is an Event of Default pursuant to Section 6.01 hereof which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which the City proposes to take with respect thereto.

DISCHARGE OF OBLIGATIONS

SECTION 7.01. Escrow Deposit. Notwithstanding any other provision of this Bond Issuance Agreement, the City may on any date secure the payment of the principal of and interest on the Bond, in whole or in part, by irrevocably depositing with an escrow agent or any other fiduciary an amount of cash that is either (a) sufficient to pay all such principal and interest payments, in accordance with the schedule set forth in Exhibit A to the Bond, or (b) invested in whole or in part in Defeasance Securities in such amount as will, in the written opinion of an Independent Accountant, together with interest to accrue thereon and together with any cash which is so deposited, be fully sufficient to pay all such payments of principal and interest when due pursuant to Section 2.01 or when due on any optional prepayment date pursuant to Section 2.01, as the City shall instruct at the time of said deposit. At any time the City makes an escrow deposit with respect to all of the outstanding debt service pursuant to this Section, all obligations of the City under this Bond Issuance Agreement, and all security provided by this Bond Issuance Agreement for said obligations, shall cease and terminate. Said escrow deposit shall be deemed to be and shall constitute a special fund for the payment of the Bond in accordance with the provisions of this Bond Issuance Agreement.

SECTION 7.02. Effect of Prepayment. In the event that the City prepays all remaining principal of and interest on the Bond in full pursuant to this Article IX, the City's obligations under this Bond Issuance Agreement shall thereupon cease and terminate, including but not limited to the City's obligation to pay the principal of and interest on the Bond under Section 2.01.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01. Notices; Business Days. Unless otherwise specified herein, all notices, statements, orders, requests or other communications hereunder by any party to another shall be in writing and are sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, or if given by fax, electronically, or other means of written communication and confirmed by mail. Notices to the City and the Original Owner shall be addressed:

If to the City:	City of Morgan Hill 17575 Peak Avenue Morgan Hill, CA 95037 Attention: Finance Director
If to the Original Owner:	Capital One Public Funding, LLC 1307 Walt Whitman Road, 3rd Floor Melville, NY 11747

Attention: Jonathan A. Lewis, President
Government & Institutional Banking

If the last date for performance of any act or the exercising of any right, as provided in this Bond Issuance Agreement, shall be a legal holiday or a day on which banking institutions in the State are authorized by law to remain closed, such act may be performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions in the State are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Bond Issuance Agreement, and no interest shall accrue for the period after such nominal date. **Content of Statements and Opinions**. Every statement or opinion provided for in this Bond Issuance Agreement with respect to compliance with any provision hereof shall include (a) a statement that the person making or giving such statement or opinion has read such provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statement or opinion is based; (c) a statement (i) that, in the opinion of such person, he or she has made or caused to be made such examination or investigation as is necessary to enable him or her to express an informed opinion with respect to the subject matter or (ii) that he or she has made or caused to be made his or her examination or investigation with respect to the subject matter in accordance with specified professional standards; and (d) a statement as to whether, in the opinion of such person, such provision has been complied with.

Any such statement or opinion made or given by an officer of the City may be based, insofar as it relates to legal, accounting or City matters, upon a statement or opinion of or representation by counsel or an Accountant, unless such officer knows, or in the exercise of reasonable care should have known, that the statement, opinion or representation with respect to the matters upon which such statement or statements may be based, as aforesaid, is erroneous. Any such statement or opinion made or given by counsel or an Accountant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the City, as the case may be) upon a statement or opinion of or representation by an officer of the City, unless such counsel or Accountant knows, or in the exercise of reasonable care should have known, that the statement or opinion or representation with respect to the matters upon which such person's statement or opinion or representation may be based, as aforesaid, is erroneous. The same officer of the City, or the same counsel or Accountant, as the case may be, need not certify to all of the matters required to be certified under any provision of this Bond Issuance Agreement, but different officers, counsel or Accountants may certify to different matters, respectively.

SECTION 8.03. Governing Law. This Bond Issuance Agreement shall be construed in accordance with and governed by the Constitution and laws of the State.

SECTION 8.04. Severability of Invalid Provisions. If any one or more of the provisions contained in this Bond Issuance Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Bond Issuance Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of this Bond Issuance Agreement, and this Bond Issuance Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The City each declares that it would have made this

Bond Issuance Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Bond Issuance Agreement may be held illegal, invalid or unenforceable.

SECTION 8.05. Binding Effect. This Bond Issuance Agreement shall inure to the benefit of and shall be binding upon the City and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 8.06. Further Assurances. The City agrees to execute and deliver any and all such further agreements, instruments, financing statements or other assurances as may be reasonably necessary or requested by the other party to carry out the intention or to facilitate the performance of this Bond Issuance Agreement, including, without limitation, to perfect and continue the security interests herein intended to be created. **Amendments**. This Bond Issuance Agreement may not be effectively amended, changed, modified, altered or terminated except:

(i) to the extent such amendment, alteration or modification shall cure an ambiguity, supply an omission, or cure or correct a defect or inconsistent provision therein, or

(ii) with the written consent of the Owner if affected by such amendment, alteration or modification,

SECTION 8.08. Waiver of Personal Liability. No officer, agent or employee of the City shall be individually or personally liable for the payment of debt service on the Bond or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Bond Issuance Agreement; *provided, however,* nothing herein contained shall relieve any such officer, agent or employee from the performance of any official duty provided by law or by this Bond Issuance Agreement.

SECTION 8.09. Execution of Counterparts. This Bond Issuance Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be original and all of which shall together constitute but one and the same instrument.

SECTION 8.10. Benefits Limited to Parties. Nothing in this Bond Issuance Agreement, expressed or implied, is intended to give to any person or entity other than the City and the Owner any right, remedy or claim under or by reason of this Bond Issuance Agreement. Any covenants, stipulations, promises or agreements in this Bond Issuance Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owner.

IN WITNESS WHEREOF, the City has caused this Bond Issuance Agreement to be executed in its name by its duly authorized representative, all as of the date first above written.

CITY OF MORGAN HILL

By _____
City Manager

EXHIBIT A

DESCRIPTION OF FACILITIES

1. The Facilities shall include the capital improvements to be acquired or constructed (or upgraded, renovated or replaced) (or already acquired or constructed (or upgraded, renovated or replaced) within 60 days before December 3, 2003, the date on which Resolution No. 5742 of the City Council of the City was adopted), by the City pursuant to the 2002 Master Plan and identified in paragraph No. I of Exhibit B.

2. The City shall have the right from time to time in its sole discretion to amend the description of the Facilities hereunder. In order to exercise such right, the City shall file with the Owner an amended Exhibit A.

EXHIBIT B

DESCRIPTION OF 1999 PROJECTS

1. The 1999 Project comprises the following described improvements to the City's Water System: water reservoirs; booster pumps rehabilitation; water reservoirs recoating; Claremont area mains; and water wells.

DESCRIPTION OF 2004 PROJECTS

2. A portion of the capital improvements to be acquired or constructed (or upgraded, renovated or replaced) (or already acquired or constructed (or upgraded, renovated or replaced) within 60 days before December 3, 2003, the date on which Resolution No. 5742 of the City Council of the City was adopted), by the City pursuant to the 2002 Master Plan, including:

- new wells,
- new water reservoirs,
- Main Ave/UPRR improvements,
- new water mains,
- Edmundson Main distributions,
- upgrades/replacements to existing booster pumps,
- upgrades/replacements to existing water wells,
- upgrades/replacements to existing water mains,
- replacements for polybutylene service,
- upgrades to Jackson Oaks pump station, and
- radio telemetry.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DESCRIPTION OF 2014 PROJECTS

1. The 2014 Projects include the following projects and estimated expenses:

Water Utility Bond Proceeds 3-year Capital Improvement Project

		Estimated Project Cost
Production:	Source of Supply - Wells	
	Jackson Well - Rehabilitate	$ 592,662
	Boys Ranch #2 Well - Rehabilitate	592,662
	Walnut Grove Well - New	1,540,922
	Production Sub-total	$2,726,247
Distribution:	Boosters	
	East Dunne Booster Redesign - Refurbish	$ 296,331
	Jackson Oaks Tank Booster - Refurbish	948,260
	Llagas Booster: Redesign	88,899
	Encinos Booster - Remove from System	88,899
	Distribution: Boosters Sub-total	$1,422,390
Distribution:	Pipeline	
	E. Dunne Hill: booster to Hill Tank	$1,422,390
	Railroad: btw Barrett & Mast	462,277
	Mast: Railroad Undercrossing	266,698
	Mast: btw Railroad & Church	355,597
	Main Ave: btw Hale & Depot	675,635
	Dewitt: btw W. Main & Spring	1,173,471
	W. Main: P/M Bstr to Dewitt	124,459
	Down Town Water Line: Redesign	829,727
	Distribution: Pipeline Sub-total	$5,310,254
Storage:	Reservoirs	
	Woodland: 2nd Tank	$ 592,662
	Hill Tank: E. Dunne Dr.	1,777,987
	Jackson Oaks: Recoat	355,597
	El Toro: Rd Improv. /Tank Security	414,864
	Storage: Reservoirs Sub-total	$3,141,110
Energy:	Conservation Measures	
	Solar: San Pedro Well	$400,000
	Energy: Conservation Measures sub-total	$400,000
	Grand Total	**$13,000,000**

2. The 2014 Projects may also include any other capital addition to or replacement of any portion of the Water System as to which the City has received an opinion of Bond Counsel to the effect that the payment of the costs of such capital addition or replacement with moneys in the Series 2014 Project Account will not, in and of itself, adversely affect the Tax-exempt status of the Bond issued and Outstanding.

EXHIBIT C

FORM OF BOND

THIS BOND IS SUBJECT TO TRANSFER RESTRICTIONS AND MAY ONLY BE SOLD OR TRANSFERRED IN WHOLE UPON SATISFACTION OF THE CONDITIONS SET FORTH IN THE BOND ISSUANCE AGREEMENT

No. R-1 $_____

Date of Issuance: [June 1], 2022

United States of America
State of California

City of Morgan Hill
Revenue Bond
(Water System Refunding)
Series 2022

The City of Morgan Hill, a municipal corporation duly organized and existing under the laws of the State of California (herein sometimes called the "City"), for value received, hereby promises to pay to CAPITAL ONE PUBLIC FUNDING, LLC, Melville, New York (the "Original Owner"), or registered assigns or legal representative, in any coin or currency in the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, the principal sum of _____ Dollars ($_____), together with interest in like coin or currency on the unpaid principal from the date hereof until payment in full at the rate per annum set forth below. Interest shall be computed on the basis of a year consisting of twelve 30-day months.

The principal amount of this Bond shall be payable in annual installments on each June 1, commencing June 1, 20__, and ending June 1, 20__, as set forth in the attached amortization schedule, subject to the right of prepayment. The interest accruing on this Bond shall be payable semi-annually on each June 1 and December l, commencing December 1, 2022. This Bond shall bear interest at a rate equal to ____% per annum, accruing from the date of issuance.

This Bond is a limited obligation of the City, and is not a debt, a liability or an obligation of the County of Santa Clara (the "County"), the State of California (the "State"), or any other public agency or instrumentality of the State (other than the City), and none of said County, said State, nor any other public agency or instrumentality of the State (other than the City) shall be liable thereon, nor in any event shall the Bond be payable out of any funds or properties of the City other than Net Revenues (as defined in the Agreement hereinafter mentioned). None of said County, said State, or any other public agency or instrumentality of the State, or the City shall be obligated to pay the Bond or the interest thereon except as herein provided, and neither the faith and credit nor the taxing power of the State, the County, the City or any public agency or instrumentality of the State is pledged to the payment of the principal of or the interest on the Bond.

All payments of interest and principal on this Bond shall be made to the Owner by wire transfer or other commercially reasonable method in accordance with the Bond Issuance Agreement (defined below). Upon final payment, this bond shall be surrendered to the City.

This Bond is issued in the principal amount of $_____ and is known as City of Morgan Hill Revenue Bond (Water System Refunding) Series 2022 (the "Bond") issued for the purpose of the refunding the installment payments payable by the City under that certain Installment Sale Agreement, dated as of May 1, 2014 (the "2014 Installment Sale Agreement"), between the City and the Morgan Hill Financing Authority (the "Authority"), and thereby redeem and discharge the Authority's Revenue Bond (Water System Refunding and Capital Improvement Project), Series 2014.

The City has made a Bond Issuance Agreement, dated as of June 1, 2022 (the "Agreement"), providing for the issuance and sale by the City, and the purchase by the Original Owner, of this bond upon the terms and conditions therein provided. Reference is hereby made to the Agreement for the provisions, among others, with respect to the custody and application of the proceeds of this bond, the collection and disposition of revenues, the nature and extent of the security, the terms and conditions under which this bond is issued, the rights, duties and obligations of the City and of the owner of this bond, and, by the acceptance of this bond, the owner hereof assents to all of the provisions of the Agreement.

This bond is issued and the Agreement was authorized, executed and delivered under and issued pursuant to the provisions of Article 11 (commencing with Section 53580), Chapter 2, Part 1, Division 2 of Title 5 of the Government Code of the State of California (the "Refunding Act") and the Agreement.

Reference is hereby made to the Agreement, and to all amendments and supplements thereto, for a description of the rights and the provisions, among others, with respect to the nature and extent of such security, the rights, duties and obligations of the City and the rights of the owner of this Bond with respect thereto.

If the City exercises its option to prepay the Bond in whole (but not in part) as provided in Section 2.01 of the Agreement, this Bond is required to be prepaid in whole, on any date on or after June 1, 20__, at the direction of the City Representative, and in either case at a prepayment price equal to the principal amount of this bond to be prepaid, plus accrued interest to the prepayment date, without premium.

The City may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and the City is not affected by any notice to the contrary.

Modifications or alterations of the Agreement, or of any agreement supplemental thereto, may be made by the City only to the extent and in the circumstances permitted thereunder.

This Bond, notwithstanding the provisions for registration of transfer stated in the Agreement, shall have all the qualities and incidents, including negotiability, of an investment security under the Uniform Commercial Code of the State of California and is issued with the intent that the laws of the State of California shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of California and the rules and regulations of the City to happen, exist and be performed precedent to and in connection with the issuance of this bond and the execution and delivery of the Agreement have happened, exist and have been performed as so required.

IN WITNESS WHEREOF, the City of Morgan Hill has caused this bond to be signed by its City Manager and attested by its City Clerk, and its corporate seal to be impressed hereon, all as of the date of the delivery thereof and payment therefor.

THE CITY OF MORGAN HILL

By:_____
City Manager

Attest:

By:_____
City Clerk

[SEAL]

EXHIBIT A TO BOND

AMORTIZATION SCHEDULE

Date	Principal	Interest	Total	Notation of Payment
12/01/20__	$ —	$	$	
06/01/20__				
12/01/20__	—			
06/01/20__				
12/01/20__	—			
06/01/20__				
12/01/20__	—			
06/01/20__				
12/01/20__	—			
06/01/20__				
12/01/20__	—			
06/01/20__				
12/01/20__	—			
06/01/20__				
12/01/20__	—			
06/01/20__				
12/01/20__	—			
06/01/20__				
12/01/20__	—			
06/01/20__				
12/01/20__	—			
06/01/20__				
12/01/20__	—			
06/01/20__				
12/01/20__	—			
06/01/20__				
12/01/20__	—			
06/01/20__				
12/01/20__	—			
06/01/20__				
12/01/20__	—			
06/01/20__				
12/01/20__	—			
06/01/20__				
12/01/20__	—			
06/01/20__				
12/01/20__	—			
06/01/20__				
12/01/20__	—			
06/01/20__				
TOTAL	$	$	$	

EXHIBIT D

FORM OF LETTER OF REPRESENTATIONS

Capital One Public Funding, LLC, Melville, New York (*"COPF"*) hereby certifies as follows with regard to the $_____ City of Morgan Hill 2022 Water Revenue Refunding Bonds (the *"Loan Obligation"*), dated June 1, 2022, issued by the City of Morgan Hill (the *"Borrower"*):

1. COPF has full power and authority to carry on its business as now conducted, deliver this Letter of Representations and make the representations and certifications contained herein.

2. COPF is a lender that regularly extends credit to state and local governments by making loans and acquiring repayment obligations that are evidenced by obligations such as the Loan Obligation; has knowledge and experience in financial and business matters that make it capable of evaluating the Borrower, the Loan Obligation and the risks associated with the extension of credit evidenced by the Loan Obligation; has the ability to bear the economic risk of extending the credit evidenced by the Loan Obligation; and is a limited liability company controlled by a bank engaged in the primary business of extending credit and making loans to state and local governments and non-profit entities and has total assets in excess of $1 billion. COPF is not acting as a broker, dealer, municipal securities underwriter, municipal advisor or fiduciary in connection with its extension of credit evidenced by the Loan Obligation.

3. COPF has conducted its own investigation of the financial condition of the Borrower, of the purpose for which the Loan Obligation is being executed and delivered, and of the security for the payment of the principal of and interest on the Loan Obligation and has obtained such information regarding the Loan Obligation and the Borrower and its operations, financial condition, and financial prospects as COPF deems necessary to make an informed lending decision with respect to its extension of credit evidenced by the Loan Obligation.

4. COPF extending credit to the Borrower evidenced by the Loan Obligation and is acquiring the interests in the Loan Obligation as a vehicle for making a commercial loan for its own loan account and with the present intention of holding the Loan Obligation to maturity or earlier prepayment, provided that COPF retains the right at any time to dispose of the Loan Obligation or any interest therein or portion thereof, but agrees that any such sale, transfer or distribution by COPF shall be made in accordance with applicable law and the provisions of the Loan Obligation and related documents only to (a) an affiliate of COPF or (b) one or more banks, trusts, custodians, insurance companies, or other financial institution and their affiliates.

5. COPF acknowledges that (a) the Loan Obligation (i) has not been registered under the Securities Act of 1933, as amended, (ii) has not been registered or otherwise qualified for sale under the securities laws of any state, and (iii) will not be listed on any securities exchange and (b) there is no established market for the Loan Obligation and that none is likely to develop. COPF understands and acknowledges that (a) its extension of credit evidenced by the Loan Obligation is not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, and (b) in connection with COPF's extension of credit

evidenced by the Loan Obligation, the Borrower has not prepared or caused to be prepared, any official statement, private placement memorandum or other offering document.

6. COPF is acting solely for its own loan account and not as a fiduciary for the Borrower or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor, or fiduciary. COPF has not provided, and will not provide, financial, legal (including securities law), tax, accounting, or other advice to or on behalf of the Borrower (including to any municipal advisor or any placement agent engaged by the Borrower) with respect to the structuring, issuance, sale, or delivery of the Loan Obligation. COPF has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, to the Borrower with respect to the transactions relating to the structuring, issuance, sale, or delivery of the Loan Obligation and the discussions, undertakings, and procedures leading thereto. Each of the Borrower, its municipal advisor, and its placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting, and other advice (including as it relates to structure, timing, terms, and similar matters and compliance with legal requirements applicable to such parties) with respect to the Loan Obligation from its own financial, legal, tax, and other advisors (and not from the undersigned or its affiliates) to the extent that the Borrower, its municipal advisor, or its placement agent desires to, should, or needs to obtain such advice. COPF expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the Borrower's municipal advisor or placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the Borrower's municipal advisor or placement agent, with respect to any such matters. The transactions between the Borrower and COPF are arm's-length, commercial transactions in which COPF is acting and has acted solely as a principal and for its own interest, and COPF has not made recommendations to the Borrower with respect to the transactions relating to the Loan Obligation.

IN WITNESS WHEREOF, Capital One Public Funding, LLC, has caused this Letter of Representations to be executed by its officer thereunto duly authorized, all as of the day and year first above written.

CAPITAL ONE PUBLIC FUNDING, LLC

By: _____

Name: _____

Title: _____

PLACEMENT AGENT AGREEMENT

As of May 5, 2022

City of Morgan Hill

17575 Peak Avenue
Morgan Hill, CA 95037

Attention: Dat Nguyen, Director of Finance

The undersigned, Oppenheimer & Co. Inc. (the "Placement Agent"), offers to enter into the following agreement (this "Agreement") with the City of Morgan Hill (the "Issuer"), which, upon acceptance by the Issuer, will be binding upon the Issuer and the Placement Agent.

The Issuer acknowledges and agrees that (i) the placement of the Issuer Revenue Bonds (Water System Refunding) Series 2022 (the "Obligations") pursuant to this Placement Agent Agreement is an arm's-length commercial transaction between the Issuer and the Placement Agent, (ii) in connection therewith and with the discussion, undertakings and procedures leading up to the consummation of such transaction, the Placement Agent is not acting as a fiduciary of or a financial advisor to the Issuer, (iii) the Placement Agent has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to (a) the offering of the Obligations or the process leading thereto (whether or not the Placement Agent has advised or is currently advising the Issuer on other matters) or (b) any other obligation to the Issuer except the obligations expressly set forth in this Placement Agent Agreement, and (iv) the Issuer has consulted with its own legal and other professional advisors to the extent it deemed appropriate in connection with the offering of the Obligations.

The Obligations shall be issued under and pursuant to the Bond Issuance Agreement, dated as of June 1, 2022 (the "Issuing Document"), by the Issuer.

Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Placement Agent and the Issuer hereby agree as follows:

1. Appointment of Placement Agent; Placement of Obligations; Closing.

(a) The Issuer hereby appoints the Placement Agent to act, and the Placement Agent hereby agrees to act, as the exclusive placement agent for the Issuer in connection with the private sale and issuance of its Obligations, and the Placement Agent hereby accepts such appointment. As compensation for its services hereunder, the Placement Agent shall charge a fee of $10,000. The fee to the Placement Agent will be contingent upon the issuance of the Obligations. At the closing of any such sale, the Issuer shall pay or cause to be paid such fee to the Placement Agent by wire transfer or immediately available funds. The above fee does not include any services the Placement Agent may render in the future to the Issuer with respect to any offering or placement of municipal securities other than the Obligations.

(b) The Issuer understands that the Placement Agent will be acting as the agent of the Issuer in the offering and sale of the Obligations and agrees that, in connection therewith, the Placement Agent will use its "best efforts" to place the Obligations. The Placement Agent agrees that,

in furtherance of its obligations hereunder, it shall provide substantially accurate and complete information to potential purchasers of the Obligations to the extent that it is able.

(c) The Issuer expressly agrees that nothing in this Agreement evidences or creates any expressed or implied commitment by the Placement Agent to purchase or place any of the Obligations.

(d) On the closing date, the Issuer will cause to be delivered (a) a final approving opinion of Norton Rose Fulbright US LLP , as Bond Counsel to the Issuer ("Bond Counsel"), dated the closing date, addressed to or with a reliance letter to the Placement Agent, in a form acceptable to the Placement Agent, to the effect that the Obligations constitute valid and legally binding obligations of the Issuer payable from and secured by an irrevocable pledge of the net revenues of the water system as set forth in the Issuing Document and that the interest on the Obligations is exempt from federal and State of California income taxes under existing laws, regulations, rulings and judicial decisions, (b) one or more certificates in form and tenor satisfactory to the Placement Agent evidencing the proper execution and delivery of the Obligations and receipt of payment therefor, including statements of the Issuer, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Obligations, (c) a letter or certificate of the Purchaser, addressed to the Placement Agent, in form and content acceptable to the Placement Agent.

2. Reliance. The Issuer recognizes that, in providing services under this Agreement, the Placement Agent will rely upon and assume the accuracy and completeness of the financial, accounting, tax and other information discussed with or reviewed by the Placement Agent for such purpose, and the Placement Agent does not assume responsibility for the accuracy and completeness thereof. The Placement Agent will have no obligation to conduct any independent evaluation or appraisal of the assets or the liabilities of the Issuer or any other party or to advise or opine on related solvency issues. Nothing in this Agreement is intended to confer upon any other person (including creditors, employees or other constituencies of the Issuer) any rights or remedies hereunder or by reason hereof.

3. Termination. The Placement Agent's authorization to carry out its duties hereunder may be terminated by the Issuer or the Placement Agent at any time with or without cause, effective upon receipt of written notice to that effect by the other party. Notwithstanding the foregoing, in the event the Issuer terminates this Agreement and within twelve (12) months after the Issuer sells the Obligations to an investor identified by the Placement Agent prior to such termination, the amounts payable under Section 1(a) shall be immediately due and payable to the Placement Agent by the Issuer.

4. Notices. Any notice or other communication to be given to any of the parties to this Agreement may be given by delivering the same in writing as follows: to the Issuer at 17575 Peak Avenue, Morgan Hill, California 95037 Attention: Director of Finance, and to the Placement Agent at 580 California Street, Suite 2300, San Francisco, California 94104, Attention: Municipal Capital Markets Group.

5. Survival of Representations, Warranties and Agreements. This Agreement is made solely for the benefit of the Issuer and the Placement Agent, and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations, warranties and agreements of the Issuer contained in this Agreement shall remain operative and in full force and effect regardless of delivery of any payment for the Obligations.

6. Counterparts. The Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

7. Effectiveness. This Agreement shall become effective upon the execution of the acceptance hereof by duly authorized signatory of the Issuer, which acceptance hereof shall be indicated on the signature page hereof, and shall be valid and enforceable as of the time of such acceptance. This Agreement may be executed by facsimile transmission and in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Very truly yours,

OPPENHEIMER & CO. INC.

By:_____
Managing Director

CITY OF MORGAN HILL

By: _____
Authorized Officer

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: May 4, 2022

PREPARED BY:
Keri Russell, Maintenance Coordinator
APPROVED BY: City Manager

INITIATE ANNUAL ASSESSMENT PROCESS FOR LANDSCAPE ASSESSMENT DISTRICT NUMBER 1

RECOMMENDATION(S)
Adopt resolutions approving the following actions:

1. Initiate the proceedings for the levy of assessments for Fiscal Year 2022-23;
2. Approve the Engineer's Annual Report and the proposed assessment levy; and
3. Declare the City Council's intention to levy the assessments in the District and to set the Public Hearing date for June 1, 2022.

Estimated Time: 5 Minutes

COUNCIL PRIORITIES, GOALS & STRATEGIES
City Council Ongoing Priorities
Maintaining and Enhancing Infrastructure

2022-2023 Strategic Priorities
Fiscal Sustainability

REPORT NARRATIVE:
Landscape Assessment District No. 1 (District) was created to pay for the maintenance of the parks and common area landscaping in new neighborhoods benefiting from the open space. Per Government Code Sections 22623 to 22631, an Engineer's Annual Report (Attachment 1) is required to set the annual assessments in the Landscaping Assessment District and establish a Public Hearing date. This Public Hearing date has been scheduled for the City Council meeting of June 1, 2022.

In May 2011, reserve targets for each subarea were recommended and approved by the Council. The recommended assessment rate for each subarea, which is reflected in the Annual Report, has been proposed at a level that will enable the City to maintain each subarea and make reasonable improvements during the fiscal year. In April 2019, property owners in the Parsons Corner Zone voted to detach from the District. Therefore, there is no assessment for the Parsons Corner Zone. The Engineer's Annual

Report details the proposed Fiscal Year 2022-23 assessments.

In the case of multiple subareas where the assessment cap does not increase annually, and funding is limited, maintenance services continue to be minimized. The Landscape Assessment District law requires property owners in these areas to vote to improve assessment increases. In some cases, property owners are not willing to increase their assessments. Staff will continue to look for alternatives to effectively manage the District and plans to engage residents in many of the underfunded sub-areas over the next year to look for solutions.

COMMUNITY ENGAGEMENT:

Ongoing resident outreach is occurring in several of the subareas and City staff are striving to increase the resident outreach. Some areas have more active resident groups that work with City staff in planning maintenance projects for their subareas, while residents of other subareas are less engaged. In recent years, City staff have successfully conducted outreach to several areas. Staff are closely working with active districts on the ongoing maintenance and budget for their district. Although outreach with residents is typically positive, not all residents are satisfied with the service being provided within their subarea. This dissatisfaction is often due to the limitations of funding available to the subarea without an associated increase in assessments levied.

Staff is recommending increases to assessments at the Oak Creek and Sparhawk sub areas as well as a decrease in assessment to Belle Estates. Staff have had resident meetings with both Oak Creek and Sparhawk residents. The Oak Creek increase is to support enhancements in the area and the Sparhawk increase is to maintain the current level of service at increasing cost levels. Neither of the proposed increases require a formal vote of the residents as the increases are within the approved assessment caps for the areas.

ALTERNATIVE ACTIONS:

There is no other practical alternative action. The City Council could choose to provide staff with further direction on management of the District.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

In 1991, the City Council, under the Landscaping and Lighting Act of 1972, created the Fox Hollow/Murphy Springs Landscape Assessment District, and in 2010 chose to rename it to the City of Morgan Hill Landscape Assessment District No. 1. In May 2011, reserve targets for each subarea were established by the Council.

The City Council adopts the annual assessments and the ordering of the levy for assessments for the District each year. This occurred most recently on June 3, 2020.

FISCAL AND RESOURCE IMPACT:

The cost for preparation of the Engineer's Annual Report will be paid for by the Landscape Assessment District Fund (229). It is anticipated that the District will

generate $198,650.38 in revenues in Fiscal Year 2022-23. Expenses are budgeted at $203,010 meaning that overall; the District's reserves are projected to be reduced by $4,359.62 in the upcoming fiscal year. Providing administrative oversight to the District is a core activity of the Community Services Department's work program.

CEQA (California Environmental Quality Act):

Categorical Exemption

The planned maintenance and management of the subareas within the lighting and landscape assessment district fall within the CEQA categorical exemption of Class 1, Existing Facilities.

CITY OF MORGAN HILL

Fiscal Year 2022/23 Engineer's Report For:

Landscape Assessment District No. 1

May 2022

Prepared by:

NBS
helping communities fund tomorrow
nbsgov.com

Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

CITY OF MORGAN HILL
17575 Peak Avenue
Morgan Hill, CA 95037-4128
Phone: (408) 779-7271
Fax: (408) 778-1564

CITY COUNCIL

Rich Constantine, Mayor

John K. McKay, Mayor Pro Tem

Gino Borgioli, Council Member

Yvonne Martinez Beltran, Council Member

Rene Spring, Council Member

CITY STAFF

Christina Turner, City Manager

Chris Ghione, Public Services Director

Keri Russell, Maintenance Coordinator

Mariah Dabel, Financial & Policy Analyst

NBS

Adina McCargo, Project Manager

Greg Davidson, Client Service Director

TABLE OF CONTENTS

1. Engineer's Letter 1

2. Overview 2

2.1 Introduction 2

2.2 Description of Boundaries 2

2.3 Description of Improvements and Services 2

3. Estimate of Costs 3

3.1 Definitions of Budget Items 3

3.2 Zone Budgets 4

4. Assessments 5

4.1 Method of Apportionment 5

4.2 Belle Estates Zone 5

4.3 Chang/Bertelone Zone 6

4.4 Conte Gardens Zone 6

4.5 Diana Estates Zone 7

4.6 Fox Hollow/Murphy Springs Zone 7

4.7 Hamilton Square Zone 8

4.8 Jackson Meadows 6A/6B Zone 8

4.9 Jackson Meadows Number 7 Zone 8

4.10 La Grande Estates Zone 9

4.11 Lacrosse/Gera Zone 9

4.12 Llagas Creek Estates Zone 10

4.13 Llagas/Obata Zone 10

4.14 Mill Creek Zone 11

4.15 Oak Creek I, II, III 11

4.16 Parsons Corner Zone 12

4.17 Rose Haven Zone 12

4.18 Sandalwood Zone 12

4.19 Sparhawk Zone 13

4.20 Stone Creek Zone 13

4.21 Sunnyside/Stone Gate Zone 14

5. Assessment Diagrams 15

6. Assessment Roll 16

7. Historical Assessment Rates 17

1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of Morgan Hill (the "City"), State of California, directed NBS to prepare and file a report, in accordance with Chapter 1, Article 4 of the Landscaping and Lighting Act of 1972 (the "Act"), presenting the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements for the City's Landscape Assessment District No. 1 (the "District") for Fiscal Year 2022/23. The report includes a diagram for the District, showing the area and properties proposed to be assessed, an assessment of the estimated costs of the maintenance, operations and servicing the improvements, and the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received and;

WHEREAS, the assessment for each parcel is in compliance with the Proposition 218 Omnibus Implementation Act and Section 4 of Article XIII D of the California Constitution. The proposed assessments are not proposed to increase by more than the approved maximum allowable increases.

NOW THEREFORE, assessments have been levied in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation, and are made to cover the portion of the estimated costs of maintenance, operation, and servicing of the improvements, to be paid by the assessable real property within the District in proportion to the special benefit received:

Zone	Units	FY 2022/23 Maximum Assessment Rate	FY 2022/23 Actual Assessment Rate	Total Assessment[1]
Belle Estates	36	$502.22	$310.00	$11,160.00
Chang/Bertelone	8	1,215.00	550.00	4,400.00
Conte Gardens	11	477.82	365.00	4,015.00
Diana Estates	64	139.39	139.39	8,920.96
Fox Hollow[2]	75	233.21	173.53	13,014.75
Hamilton Square	38	425.54	325.00	12,350.00
Jackson Meadows #6	70	108.10	108.00	7,560.00
Jackson Meadows #7	10	314.58	100.00	1,000.00
La Grande Estates	32	88.00	88.00	2,816.00
Lacrosse/Gera	24	142.99	50.00	1,200.00
Llagas Creek[2]	71	314.04	233.67	16,590.57
Llagas/Obata	5	629.16	400.00	2,000.00
Mill Creek[2,4]	84	302.35	285.00	23,940.00
Oak Creek I, II, III	119	453.82	425.00	50,575.00
Parsons Corner[3]	NOT APPLICABLE			
Rose Haven	27	488.47	400.00	10,800.00
Sandalwood[4]	11	450.00	450.00	4,950.00
Sparhawk[2]	18	334.40	334.00	6,012.00
Stone Creek[2]	35	522.05	388.46	13,596.10
Sunnyside/Stonegate[2]	10	765.07	375.00	3,750.00
Totals:	**748**			**$198,650.38**

(1) Actual amount placed on secured tax roll may be less due to Santa Clara County submittal requirements. Amounts placed on the tax roll must be rounded down to an even number.

(2) Maximum Assessment Rate increases by 3% annually.

(3) Detachment of Parsons Corner Zone was approved in April 2019.

(4) Includes increased maximum assessment rate approved by property owners.

2. OVERVIEW

2.1 Introduction

In 1991, the City Council created the Fox Hollow/Murphy Springs Landscape Assessment District, under the Act, and in 2010 chose to rename it to the City of Morgan Hill Landscape Assessment District No. 1. The District was formed in order to provide for the continued maintenance, operation, and administration of various improvements within the boundaries of the District. Following the initial formation, additional territory was annexed to the District as separate Zones. Currently, the District is comprised of 19 Zones (which decreased from 20 as a result of property owners within Parsons Corner electing to detach from the District in April 2019).

The District provides for and ensures the continued maintenance, servicing, administration, and operation of various landscaping improvements and associated appurtenances located within the public right-of-way and dedicated easements within the boundaries of the District.

2.2 Description of Boundaries

Exhibits from the Engineer's Report at the formation of the District define the boundaries and maintenance areas of each Zone within the District. These exhibits are on file and available for review at the Office of the City Engineer and, in conjunction with the County of Santa Clara (the "County") Assessor's maps of the areas annexed, comprise the assessment diagrams for the respective annexations. The Assessor's maps are on file in the office of the County Assessor and are, by reference, made a part of this Report.

2.3 Description of Improvements and Services

The improvements include the construction, operation, maintenance, and servicing of landscaping and appurtenant facilities; including, but not limited to, personnel, electrical energy, utilities such as water and gas, materials, contracting services, and other items necessary for the satisfactory operation of the following services:

> "Landscape improvements provided within the District may include, but are not limited to: ground cover, shrubs, plants and trees, irrigation and drainage systems, graffiti removal, entry monuments, and associated appurtenant facilities. Services provided include all necessary service, operations, administration, and maintenance required to keep the above-mentioned improvements in a healthy, vigorous, and satisfactory condition."

Reference is made to the Plans and Specifications for the improvements, which is on file with the City.

3. ESTIMATE OF COSTS

3.1 Definitions of Budget Items

The following definitions describe some of the services and costs that may be included in the Zone Budgets:

Direct Expenses

Maintenance: Includes all regularly scheduled labor, material (i.e. pipe, fertilizer, insecticides, paint, etc.) and equipment required to properly maintain and ensure the satisfactory condition of all landscaping, irrigation and drainage systems, and appurtenant facilities.

Extra Contract Costs: Includes all labor, equipment, and material costs associated with unscheduled repairs and improvements needed to ensure the satisfactory condition of all landscaping, irrigation and drainage systems, and appurtenant facilities.

Water/Sewer: Includes the furnishing of water required for the operation and maintenance of the landscaping facilities.

Electricity Costs: Includes the furnishing of electricity required for irrigation systems for the operation and maintenance of the landscaping facilities.

Other Supplies: Includes costs that are generally unforeseen and not normally included in the yearly maintenance contract costs. This may include repair of damaged amenities due to vandalism, storms, heavy frost, etc. Also included may be planned upgrades that provide a direct benefit to the District. These upgrades could include replacing plant materials and/or renovation of irrigation systems.

Administrative Expenses

Salaries: Includes the cost to particular departments and staff of the City to provide the coordination of District services, operations, and maintenance of the improvements, response to public concerns and education, and procedures associated with the levy and collection of assessments.

Postage/Advertising: Includes the cost of providing any mailed notice to the property owners and publishing and posting the Resolution of Intention as required by the Act.

Internal Services: Includes overhead costs allocated to the District for various City staff services.

Administrative/Engineering Contract: Includes the costs associated with contracting with professionals to provide services specific to the administration of the levy.

Contingency/Capital Replacement Fund Balance (Reduction)/Reserve

Positive amounts are collected for various reasons that include, but are not limited to, any or all of the following:

- To maintain reserves which enable the City to pay for costs associated with the District during the first six months of the fiscal year,

Contingency/Capital Replacement Fund Balance (Reduction)/Reserve (continued)

- To reduce the current fund balance deficit (if any) that exists as of the beginning of the fiscal year, and
- To plan for the replacement of capital improvements in the future.

3.2 Zone Budgets

The estimated costs of servicing, maintaining, repairing, and replacing the actual improvements for each Zone for Fiscal Year 2022/23 are shown on the following pages.

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Belle Estates
DIRECT EXPENSES	
Maintenance	$3,862.00
Extra Contract Costs	2,000.00
Water/Sewer	2,750.00
Electricity Costs	0.00
Other Supplies	525.00
Subtotal Direct Expenses	**$9,137.00**
ADMINISTRATIVE EXPENSES	
Salaries	$1,089.27
Postage/Advertising	10.03
Internal Services	796.35
Administrative/Engineering Contract	370.61
Subtotal Administrative Expenses	**$2,266.27**
SUBTOTAL ZONE COST	**$11,403.27**
Fund Balance (Reduction)/Reserve	(243.27)
TOTAL BALANCE TO LEVY	**$11,160.00**
Number of Assessable Units	**36**
Assessment Rate per Unit	**$310.00**
Estimated Beginning Fund Balance July 1, 2022	**$15,231.33**
Fund Balance Change	**(243.27)**
Estimated Ending Fund Balance June 30, 2023	**$14,988.06**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Chang / Bertelone
DIRECT EXPENSES	
Maintenance	$2,218.00
Extra Contract Costs	0.00
Water/Sewer	1,000.00
Electricity Costs	0.00
Other Supplies	400.00
Subtotal Direct Expenses	**$3,618.00**
ADMINISTRATIVE EXPENSES	
Salaries	$242.06
Postage/Advertising	2.23
Internal Services	176.97
Administrative/Engineering Contract	82.36
Subtotal Administrative Expenses	**$503.62**
SUBTOTAL ZONE COST	**$4,121.62**
Fund Balance (Reduction)/Reserve	278.38
TOTAL BALANCE TO LEVY	**$4,400.00**
Number of Assessable Units	**8**
Assessment Rate per Unit	**$550.00**
Estimated Beginning Fund Balance July 1, 2022	**$11,288.45**
Fund Balance Change	**278.38**
Estimated Ending Fund Balance June 30, 2023	**$11,566.84**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Conte Gardens
DIRECT EXPENSES	
Maintenance	$0.00
Extra Contract Costs	1,000.00
Water/Sewer	1,600.00
Electricity Costs	240.00
Other Supplies	500.00
Subtotal Direct Expenses	**$3,340.00**
ADMINISTRATIVE EXPENSES	
Salaries	$332.83
Postage/Advertising	3.06
Internal Services	243.33
Administrative/Engineering Contract	113.24
Subtotal Administrative Expenses	**$692.47**
SUBTOTAL ZONE COST	**$4,032.47**
Fund Balance (Reduction)/Reserve	(17.47)
TOTAL BALANCE TO LEVY	**$4,015.00**
Number of Assessable Units	**11**
Assessment Rate per Unit	**$365.00**
Estimated Beginning Fund Balance July 1, 2022	**$14,009.82**
Fund Balance Change	**(17.47)**
Estimated Ending Fund Balance June 30, 2023	**$13,992.35**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Diana Estates
DIRECT EXPENSES	
Maintenance	$3,850.00
Extra Contract Costs	500.00
Water/Sewer	850.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	**$5,200.00**
ADMINISTRATIVE EXPENSES	
Salaries	$1,936.49
Postage/Advertising	17.83
Internal Services	1,415.74
Administrative/Engineering Contract	658.87
Subtotal Administrative Expenses	**$4,028.92**
SUBTOTAL ZONE COST	**$9,228.92**
Fund Balance (Reduction)/Reserve	(307.96)
TOTAL BALANCE TO LEVY	**$8,920.96**
Number of Assessable Units	**64**
Assessment Rate per Unit	**$139.39**
Estimated Beginning Fund Balance July 1, 2022	**$8,311.50**
Fund Balance Change	**(307.96)**
Estimated Ending Fund Balance June 30, 2023	**$8,003.54**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Fox Hollow
DIRECT EXPENSES	
Maintenance	$2,218.00
Extra Contract Costs	1,500.00
Water/Sewer	5,100.00
Electricity Costs	0.00
Other Supplies	500.00
Subtotal Direct Expenses	**$9,318.00**
ADMINISTRATIVE EXPENSES	
Salaries	$2,269.32
Postage/Advertising	20.89
Internal Services	1,659.07
Administrative/Engineering Contract	772.11
Subtotal Administrative Expenses	**$4,721.39**
SUBTOTAL ZONE COST	**$14,039.39**
Fund Balance (Reduction)/Reserve	(1,024.64)
TOTAL BALANCE TO LEVY	**$13,014.75**
Number of Assessable Units	**75**
Assessment Rate per Unit	**$173.53**
Estimated Beginning Fund Balance July 1, 2022	**$14,506.36**
Fund Balance Change	**(1,024.64)**
Estimated Ending Fund Balance June 30, 2023	**$13,481.72**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Hamilton Square
DIRECT EXPENSES	
Maintenance	$8,285.17
Extra Contract Costs	0.00
Water/Sewer	4,500.00
Electricity Costs	318.00
Other Supplies	1,000.00
Subtotal Direct Expenses	**$14,103.17**
ADMINISTRATIVE EXPENSES	
Salaries	$1,149.79
Postage/Advertising	10.58
Internal Services	840.60
Administrative/Engineering Contract	391.20
Subtotal Administrative Expenses	**$2,392.17**
SUBTOTAL ZONE COST	**$16,495.34**
Fund Balance (Reduction)/Reserve	(4,145.34)
TOTAL BALANCE TO LEVY	**$12,350.00**
Number of Assessable Units	**38**
Assessment Rate per Unit	**$325.00**
Estimated Beginning Fund Balance July 1, 2022	**$13,343.41**
Fund Balance Change	**(4,145.34)**
Estimated Ending Fund Balance June 30, 2023	**$9,198.08**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Jackson Meadows #6
DIRECT EXPENSES	
Maintenance	$920.57
Extra Contract Costs	1,350.00
Water/Sewer	0.00
Electricity Costs	456.00
Other Supplies	0.00
Subtotal Direct Expenses	**$2,726.57**
ADMINISTRATIVE EXPENSES	
Salaries	$2,118.03
Postage/Advertising	19.50
Internal Services	1,548.46
Administrative/Engineering Contract	720.64
Subtotal Administrative Expenses	**$4,406.63**
SUBTOTAL ZONE COST	**$7,133.21**
Fund Balance (Reduction)/Reserve	426.79
TOTAL BALANCE TO LEVY	**$7,560.00**
Number of Assessable Units	**70**
Assessment Rate per Unit	**$108.00**
Estimated Beginning Fund Balance July 1, 2022	**$1,498.26**
Fund Balance Change	**426.79**
Estimated Ending Fund Balance June 30, 2023	**$1,925.05**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Jackson Meadows #7
DIRECT EXPENSES	
Maintenance	$1,092.00
Extra Contract Costs	0.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	**$1,092.00**
ADMINISTRATIVE EXPENSES	
Salaries	$302.58
Postage/Advertising	2.79
Internal Services	221.21
Administrative/Engineering Contract	102.95
Subtotal Administrative Expenses	**$629.52**
SUBTOTAL ZONE COST	**$1,721.52**
Fund Balance (Reduction)/Reserve	(721.52)
TOTAL BALANCE TO LEVY	**$1,000.00**
Number of Assessable Units	**10**
Assessment Rate per Unit	**$100.00**
Estimated Beginning Fund Balance July 1, 2022	**$5,680.88**
Fund Balance Change	**(721.52)**
Estimated Ending Fund Balance June 30, 2023	**$4,959.36**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	La Grande Estates
DIRECT EXPENSES	
Maintenance	$0.00
Extra Contract Costs	0.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	**$0.00**
ADMINISTRATIVE EXPENSES	
Salaries	$968.24
Postage/Advertising	8.91
Internal Services	707.87
Administrative/Engineering Contract	329.43
Subtotal Administrative Expenses	**$2,014.46**
SUBTOTAL ZONE COST	**$2,014.46**
Fund Balance (Reduction)/Reserve	801.54
TOTAL BALANCE TO LEVY	**$2,816.00**
Number of Assessable Units	**32**
Assessment Rate per Unit	**$88.00**
Estimated Beginning Fund Balance July 1, 2022	**($8,442.17)**
Fund Balance Change	**801.54**
Estimated Ending Fund Balance June 30, 2023	**($7,640.63)**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Lacrosse/Gera
DIRECT EXPENSES	
Maintenance	$1,092.00
Extra Contract Costs	0.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	**$1,092.00**
ADMINISTRATIVE EXPENSES	
Salaries	$363.09
Postage/Advertising	3.34
Internal Services	265.45
Administrative/Engineering Contract	123.54
Subtotal Administrative Expenses	**$755.42**
SUBTOTAL ZONE COST	**$1,847.42**
Fund Balance (Reduction)/Reserve	(647.42)
TOTAL BALANCE TO LEVY	**$1,200.00**
Number of Assessable Units	**24**
Assessment Rate per Unit	**$50.00**
Estimated Beginning Fund Balance July 1, 2022	**$2,704.14**
Fund Balance Change	**(647.42)**
Estimated Ending Fund Balance June 30, 2023	**$2,056.72**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Llagas Creek
DIRECT EXPENSES	
Maintenance	$6,198.00
Extra Contract Costs	1,000.00
Water/Sewer	5,100.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	**$12,298.00**
ADMINISTRATIVE EXPENSES	
Salaries	$2,148.29
Postage/Advertising	19.78
Internal Services	1,570.59
Administrative/Engineering Contract	730.93
Subtotal Administrative Expenses	**$4,469.59**
SUBTOTAL ZONE COST	**$16,767.59**
Fund Balance (Reduction)/Reserve	(177.02)
TOTAL BALANCE TO LEVY	**$16,590.57**
Number of Assessable Units	**71**
Assessment Rate per Unit	**$233.67**
Estimated Beginning Fund Balance July 1, 2022	**$8,134.94**
Fund Balance Change	**(177.02)**
Estimated Ending Fund Balance June 30, 2023	**$7,957.92**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Llagas/Obata
DIRECT EXPENSES	
Maintenance	$1,305.00
Extra Contract Costs	0.00
Water/Sewer	320.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	**$1,625.00**
ADMINISTRATIVE EXPENSES	
Salaries	$151.29
Postage/Advertising	1.39
Internal Services	110.60
Administrative/Engineering Contract	51.47
Subtotal Administrative Expenses	**$314.76**
SUBTOTAL ZONE COST	**$1,939.76**
Fund Balance (Reduction)/Reserve	60.24
TOTAL BALANCE TO LEVY	**$2,000.00**
Number of Assessable Units	**5**
Assessment Rate per Unit	**$400.00**
Estimated Beginning Fund Balance July 1, 2022	**$673.98**
Fund Balance Change	**60.24**
Estimated Ending Fund Balance June 30, 2023	**$734.22**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Mill Creek
DIRECT EXPENSES	
Maintenance	$9,205.74
Extra Contract Costs	500.00
Water/Sewer	4,280.00
Electricity Costs	240.00
Other Supplies	1,500.00
Subtotal Direct Expenses	**$15,725.74**
ADMINISTRATIVE EXPENSES	
Salaries	$2,541.64
Postage/Advertising	23.40
Internal Services	1,858.16
Administrative/Engineering Contract	864.77
Subtotal Administrative Expenses	**$5,287.96**
SUBTOTAL ZONE COST	**$21,013.70**
Fund Balance (Reduction)/Reserve	2,926.30
TOTAL BALANCE TO LEVY	**$23,940.00**
Number of Assessable Units	**84**
Assessment Rate per Unit	**$285.00**
Estimated Beginning Fund Balance July 1, 2022	**$11,289.64**
Fund Balance Change	**2,926.30**
Estimated Ending Fund Balance June 30, 2023	**$14,215.94**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Oak Creek I, II, III
DIRECT EXPENSES	
Maintenance	$24,229.18
Extra Contract Costs	7,500.00
Water/Sewer	10,700.00
Electricity Costs	3,575.00
Other Supplies	2,500.00
Subtotal Direct Expenses	**$48,504.18**
ADMINISTRATIVE EXPENSES	
Salaries	$3,600.66
Postage/Advertising	33.15
Internal Services	2,632.39
Administrative/Engineering Contract	1,225.09
Subtotal Administrative Expenses	**$7,491.28**
SUBTOTAL ZONE COST	**$55,995.46**
Fund Balance (Reduction)/Reserve	(5,420.46)
TOTAL BALANCE TO LEVY	**$50,575.00**
Number of Assessable Units	**119**
Assessment Rate per Unit	**$425.00**
Estimated Beginning Fund Balance July 1, 2022	**$39,392.00**
Fund Balance Change	**(5,420.46)**
Estimated Ending Fund Balance June 30, 2023	**$33,971.54**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Rose Haven
DIRECT EXPENSES	
Maintenance	$7,364.59
Extra Contract Costs	500.00
Water/Sewer	1,100.00
Electricity Costs	258.00
Other Supplies	400.00
Subtotal Direct Expenses	**$9,622.59**
ADMINISTRATIVE EXPENSES	
Salaries	$816.96
Postage/Advertising	7.52
Internal Services	597.26
Administrative/Engineering Contract	277.96
Subtotal Administrative Expenses	**$1,699.70**
SUBTOTAL ZONE COST	**$11,322.29**
Fund Balance (Reduction)/Reserve	(522.29)
TOTAL BALANCE TO LEVY	**$10,800.00**
Number of Assessable Units	**27**
Assessment Rate per Unit	**$400.00**
Estimated Beginning Fund Balance July 1, 2022	**$22,389.43**
Fund Balance Change	**(522.29)**
Estimated Ending Fund Balance June 30, 2023	**$21,867.14**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Sandalwood
DIRECT EXPENSES	
Maintenance	$326.00
Extra Contract Costs	0.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	**$326.00**
ADMINISTRATIVE EXPENSES	
Salaries	$332.83
Postage/Advertising	3.06
Internal Services	243.33
Administrative/Engineering Contract	113.24
Subtotal Administrative Expenses	**$692.47**
SUBTOTAL ZONE COST	**$1,018.47**
Fund Balance (Reduction)/Reserve	3,931.53
TOTAL BALANCE TO LEVY	**$4,950.00**
Number of Assessable Units	**11**
Assessment Rate per Unit	**$450.00**
Estimated Beginning Fund Balance July 1, 2022	**$8,979.46**
Fund Balance Change	**3,931.53**
Estimated Ending Fund Balance June 30, 2023	**$12,910.99**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Sparhawk
DIRECT EXPENSES	
Maintenance	$2,218.00
Extra Contract Costs	1,000.00
Water/Sewer	1,875.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	**$5,093.00**
ADMINISTRATIVE EXPENSES	
Salaries	$544.64
Postage/Advertising	5.01
Internal Services	398.18
Administrative/Engineering Contract	185.31
Subtotal Administrative Expenses	**$1,133.13**
SUBTOTAL ZONE COST	**$6,226.13**
Fund Balance (Reduction)/Reserve	(214.13)
TOTAL BALANCE TO LEVY	**$6,012.00**
Number of Assessable Units	**18**
Assessment Rate per Unit	**$334.00**
Estimated Beginning Fund Balance July 1, 2022	**$589.62**
Fund Balance Change	**(214.13)**
Estimated Ending Fund Balance June 30, 2023	**$375.49**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Stone Creek
DIRECT EXPENSES	
Maintenance	$5,970.00
Extra Contract Costs	1,500.00
Water/Sewer	3,210.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	**$10,680.00**
ADMINISTRATIVE EXPENSES	
Salaries	$1,059.02
Postage/Advertising	9.75
Internal Services	774.23
Administrative/Engineering Contract	360.32
Subtotal Administrative Expenses	**$2,203.32**
SUBTOTAL ZONE COST	**$12,883.32**
Fund Balance (Reduction)/Reserve	712.78
TOTAL BALANCE TO LEVY	**$13,596.10**
Number of Assessable Units	**35**
Assessment Rate per Unit	**$388.46**
Estimated Beginning Fund Balance July 1, 2022	**$4,281.46**
Fund Balance Change	**712.78**
Estimated Ending Fund Balance June 30, 2023	**$4,994.24**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Sunnyside / Stone Gate
DIRECT EXPENSES	
Maintenance	$1,841.15
Extra Contract Costs	400.00
Water/Sewer	535.00
Electricity Costs	0.00
Other Supplies	400.00
Subtotal Direct Expenses	**$3,176.15**
ADMINISTRATIVE EXPENSES	
Salaries	$302.58
Postage/Advertising	2.79
Internal Services	221.21
Administrative/Engineering Contract	102.95
Subtotal Administrative Expenses	**$629.52**
SUBTOTAL ZONE COST	**$3,805.67**
Fund Balance (Reduction)/Reserve	(55.67)
TOTAL BALANCE TO LEVY	**$3,750.00**
Number of Assessable Units	**10**
Assessment Rate per Unit	**$375.00**
Estimated Beginning Fund Balance July 1, 2022	**$14,767.02**
Fund Balance Change	**(55.67)**
Estimated Ending Fund Balance June 30, 2023	**$14,711.36**

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23 Budget by Zone

	Total of all Zones
DIRECT EXPENSES	
Maintenance	$82,195.40
Extra Contract Costs	18,750.00
Water/Sewer	42,920.00
Electricity Costs	5,087.00
Other Supplies	7,725.00
Subtotal Direct Expenses	**$156,677.40**
ADMINISTRATIVE EXPENSES	
Salaries	$22,269.60
Postage/Advertising	205.00
Internal Services	16,281.00
Administrative/Engineering Contract	7,577.00
Subtotal Administrative Expenses	**$46,332.60**
SUBTOTAL ZONE COST	**$203,010.00**
Fund Balance (Reduction)/Reserve	(4,359.62)
TOTAL BALANCE TO LEVY	**$198,650.38**
Number of Assessable Units	**748**
Assessment Rate per Unit	**N/A**
Estimated Beginning Fund Balance July 1, 2022	**$188,629.55**
Fund Balance Change	**(4,359.62)**
Estimated Ending Fund Balance June 30, 2023	**$184,269.93**

4. ASSESSMENTS

The amount of the actual assessment for the Fiscal Year 2022/23 apportioned to each parcel, as shown on the latest equalized roll at the County Assessor's office, is listed in Section 6 of this Report. The description of each lot or parcel is part of the records of the County Assessor and such records are, by reference, made part of this Report.

4.1 Method of Apportionment

The assessments are levied in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation.

Pursuant to the Act and Article XIII D of the Constitution of the State of California, all parcels that have special benefit conferred upon them as a result of the maintenance and operation of improvements shall be identified and the proportionate special benefit derived by each identified parcel shall be determined in relation to the entire cost of the maintenance and operation of the improvements. Only parcels that receive direct special benefit are assessed, and each parcel is assessed in proportion to the estimated benefit received.

Several Zones have been annexed into the District and it has been determined that by reason of variations in the nature, location, and extent of the improvements, those areas will receive differing degrees of benefit from the improvements.

Within the Zones, each parcel is allocated a number of units, where each such unit is deemed to receive the same proportional special benefit from the maintenance and operation of the improvements within that Zone. The typical parcel, with a single-family residential use, will have one unit assigned. If the use or nature of a parcel confers special benefit in a greater or lesser degree than that typical use, that parcel may have greater than or less than one unit assigned.

4.2 Belle Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $502.22 per unit. There is currently no inflator associated with the Belle Estates Zone assessments.

There are currently 36 parcels within this Zone, and the total Zone costs are spread to each of the 36 units as follows:

Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$11,160.00
Total Units	36
Fiscal Year 2022/23 Actual Assessment Per Unit	$310.00
Fiscal Year 2022/23 Maximum Assessment Per Unit	$502.22

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2021/22 Actual Assessment Per Unit	$320.00
Fiscal Year 2022/23 Actual Assessment Per Unit	$310.00
Change in the Actual Assessment Rate	($10.00)

4.3 Chang/Bertelone Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $1,215.00 per unit. There is currently no inflator associated with the Chang/Bertelone Zone assessments.

There are currently eight (8) parcels within this Zone, and the total Zone costs are spread to each of the eight (8) units as follows:

Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$4,400.00
Total Units	8
Fiscal Year 2022/23 Actual Assessment Per Unit	$550.00
Fiscal Year 2022/23 Maximum Assessment Per Unit	$1,215.00

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2021/22 Actual Assessment Per Unit	$550.00
Fiscal Year 2022/23 Actual Assessment Per Unit	$550.00
Change in the Actual Assessment Rate	$0.00

4.4 Conte Gardens Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $477.82 per unit. There is currently no inflator associated with the Conte Gardens Zone assessments.

There are currently 11 parcels within this Zone, and the total Zone costs are spread to each of the 11 units as follows:

Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$4,015.00
Total Units	11
Fiscal Year 2022/23 Actual Assessment Per Unit	$365.00
Fiscal Year 2022/23 Maximum Assessment Per Unit	$477.82

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2021/22 Actual Assessment Per Unit	$365.00
Fiscal Year 2022/23 Actual Assessment Per Unit	$365.00
Change in the Actual Assessment Rate	$0.00

4.5 Diana Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $139.39 per unit. There is currently no inflator associated with the Diana Estates Zone assessments.

There are currently 64 parcels within this Zone, and the total Zone costs are spread to each of the 64 units as follows:

Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$8,920.96
Total Units	64
Fiscal Year 2022/23 Actual Assessment Per Unit(1)	$139.39
Fiscal Year 2022/23 Maximum Assessment Per Unit	$139.39

(1) May be rounded down to even cents per parcel for County Tax Roll purposes.

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2021/22 Actual Assessment Per Unit	$139.39
Fiscal Year 2022/23 Actual Assessment Per Unit	$139.39
Change in the Actual Assessment Rate	$0.00

4.6 Fox Hollow/Murphy Springs Zone

The assessment rate originally approved at the time of District formation was $106.15 per unit. In July 2005, the City conducted Proposition 218 proceedings to increase the maximum assessment rate and add an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The rate increase took effect in Fiscal Year 2005/06 and the 3% inflator took effect in Fiscal Year 2006/07.

There are currently 75 parcels within this Zone, and the total Zone costs are spread to each of the 75 units as follows:

Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$13,014.75
Total Units	75
Fiscal Year 2022/23 Actual Assessment Per Unit(1)	$173.53
Fiscal Year 2022/23 Maximum Assessment Per Unit	$233.21

(1) May be rounded down to even cents per parcel for County Tax Roll purposes.

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2021/22 Actual Assessment Per Unit	$173.53
Fiscal Year 2022/23 Actual Assessment Per Unit	$173.53
Change in the Actual Assessment Rate	$0.00

4.7 Hamilton Square Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $425.54 per unit. There is currently no inflator associated with the Hamilton Square Zone assessments.

There are currently 38 parcels within this Zone, and the total Zone costs are spread to each of the 38 units as follows:

Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$12,350.00
Total Units	38
Fiscal Year 2022/23 Actual Assessment Per Unit	$325.00
Fiscal Year 2022/23 Maximum Assessment Per Unit	$425.54

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2021/22 Actual Assessment Per Unit	$325.00
Fiscal Year 2022/23 Actual Assessment Per Unit	$325.00
Change in the Actual Assessment Rate	$0.00

4.8 Jackson Meadows 6A/6B Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $108.10 per unit. There is currently no inflator associated with the Jackson Meadows 6A/6B Zone assessments.

There are currently 70 parcels within this Zone, and the total Zone costs are spread to each of the 70 units as follows:

Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$7,560.00
Total Units	70
Fiscal Year 2022/23 Actual Assessment Per Unit	$108.00
Fiscal Year 2022/23 Maximum Assessment Per Unit	$108.10

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2021/22 Actual Assessment Per Unit	$108.00
Fiscal Year 2022/23 Actual Assessment Per Unit	$108.00
Change in the Actual Assessment Rate	$0.00

4.9 Jackson Meadows Number 7 Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $314.58 per unit. There is currently no inflator associated with the Jackson Meadows Number 7 Zone assessments.

There are currently 10 parcels within this Zone, and the total Zone costs are spread to each of the 10 units as follows:

Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$1,000.00
Total Units	10
Fiscal Year 2022/23 Actual Assessment Per Unit	$100.00
Fiscal Year 2022/23 Maximum Assessment Per Unit	$314.58

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2021/22 Actual Assessment Per Unit	$100.00
Fiscal Year 2022/23 Actual Assessment Per Unit	$100.00
Change in the Actual Assessment Rate	$0.00

4.10 La Grande Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $88.00 per unit. There is currently no inflator associated with the La Grande Estates Zone assessments.

There are currently 32 parcels within this Zone, and the total Zone costs are spread to each of the 32 units as follows:

Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$2,816.00
Total Units	32
Fiscal Year 2022/23 Actual Assessment Per Unit	$88.00
Fiscal Year 2022/23 Maximum Assessment Per Unit	$88.00

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2021/22 Actual Assessment Per Unit	$88.00
Fiscal Year 2022/23 Actual Assessment Per Unit	$88.00
Change in the Actual Assessment Rate	$0.00

4.11 Lacrosse/Gera Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $142.99 per unit. There is currently no inflator associated with the Lacrosse/Gera Zone assessments.

There are currently 24 parcels within this Zone, and the total Zone costs are spread to each of the 24 units as follows:

Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$1,200.00
Total Units	24
Fiscal Year 2022/23 Actual Assessment Per Unit	$50.00
Fiscal Year 2022/23 Maximum Assessment Per Unit	$142.99

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2021/22 Actual Assessment Per Unit	$50.00
Fiscal Year 2022/23 Actual Assessment Per Unit	$50.00
Change in the Actual Assessment Rate	$0.00

4.12 Llagas Creek Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $140.84 per unit. In July 2005, the City conducted Proposition 218 proceedings to increase the maximum assessment rate and add an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The rate increase took effect in Fiscal Year 2005/06 and the 3% inflator took effect in Fiscal Year 2006/07.

There are currently 71 parcels within this Zone, and the total Zone costs are spread to each of the 71 units as follows:

Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$16,590.57
Total Units	71
Fiscal Year 2022/23 Actual Assessment Per Unit(1)	$233.67
Fiscal Year 2022/23 Maximum Assessment Per Unit	$314.04

(1) May be rounded down to even cents per parcel for County Tax Roll purposes.

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2021/22 Actual Assessment Per Unit	$233.67
Fiscal Year 2022/23 Actual Assessment Per Unit	$233.67
Change in the Actual Assessment Rate	$0.00

4.13 Llagas/Obata Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $629.16 per unit. There is currently no inflator associated with the Llagas/Obata Zone assessments.

There are currently five (5) parcels within this Zone, and the total Zone costs are spread to each of the five (5) units as follows:

Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$2,000.00
Total Units	5
Fiscal Year 2022/23 Actual Assessment Per Unit	$400.00
Fiscal Year 2022/23 Maximum Assessment Per Unit	$629.16

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2021/22 Actual Assessment Per Unit	$400.00
Fiscal Year 2022/23 Actual Assessment Per Unit	$400.00
Change in the Actual Assessment Rate	$0.00

4.14 Mill Creek Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $186.82 per unit. In February 2020, the City conducted Proposition 218 proceedings to increase the maximum assessment rate and add an annual inflator of 3% for the Zone. Property owners approved the assessment rate increase to $285.00 per unit and the inflator. The rate increase took effect in Fiscal Year 2020/21 and the 3% inflator takes effect in Fiscal Year 2021/22.

There are currently 84 parcels within this Zone, and the total Zone costs are spread to each of the 84 units as follows:

Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$23,940.00
Total Units	84
Fiscal Year 2022/23 Actual Assessment Per Unit	$285.00
Fiscal Year 2022/23 Maximum Assessment Per Unit(1)	$302.35

(1) Assessment Rate increase approved by property owners in February 2020.

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2021/22 Actual Assessment Per Unit	$285.00
Fiscal Year 2022/23 Actual Assessment Per Unit	$285.00
Change in the Actual Assessment Rate	$0.00

4.15 Oak Creek I, II, III

The assessment rate originally approved at the time of annexing this Zone into the District was $453.82 per unit. There is currently no inflator associated with the Oak Creek I, II, III Zone assessments.

There are currently 119 parcels within this Zone, and the total Zone costs are spread to each of the 119 units as follows:

Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$50,575.00
Total Units	119
Fiscal Year 2022/23 Actual Assessment Per Unit	$425.00
Fiscal Year 2022/23 Maximum Assessment Per Unit	$453.82

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2021/22 Actual Assessment Per Unit	$350.00
Fiscal Year 2022/23 Actual Assessment Per Unit	$425.00
Change in the Actual Assessment Rate	$75.00

4.16 Parsons Corner Zone

In April 2019, property owners in the Parsons Corner Zone voted to detach from the District. Therefore, there is no assessment for the Parsons Corner Zone.

4.17 Rose Haven Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $488.47 per unit. There is currently no inflator associated with the Rose Haven Zone assessments.

There are currently 24 parcels with a total of 27 units within this Zone, and the total Zone costs are spread to each of the 27 units as follows:

Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$10,800.00
Total Units	27
Fiscal Year 2022/23 Actual Assessment Per Unit	$400.00
Fiscal Year 2022/23 Maximum Assessment Per Unit	$488.47

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2021/22 Actual Assessment Per Unit	$400.00
Fiscal Year 2022/23 Actual Assessment Per Unit	$400.00
Change in the Actual Assessment Rate	$0.00

4.18 Sandalwood Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $192.39 per unit. In April 2018, property owners approved the assessment rate increase to $450.00 per unit. There is currently no inflator associated with the Sandalwood Zone assessments.

There are currently 11 parcels within this Zone, and the total Zone costs are spread to each of the 11 units as follows:

Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$4,950.00
Total Units	11
Fiscal Year 2022/23 Actual Assessment Per Unit	$450.00
Fiscal Year 2022/23 Maximum Assessment Per Unit(1)	$450.00

(1) Assessment Rate increase approved by property owners in April 2018.

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2021/22 Actual Assessment Per Unit	$450.00
Fiscal Year 2022/23 Actual Assessment Per Unit	$450.00
Change in the Actual Assessment Rate	$0.00

4.19 Sparhawk Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $174.77 per unit. In July 2005, the City conducted Proposition 218 proceedings to increase the maximum assessment rate and add an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The rate increase took effect in Fiscal Year 2005/06 and the 3% inflator took effect in Fiscal Year 2006/07.

There are currently 18 parcels within this Zone, and the total Zone costs are spread to each of the 18 units as follows:

Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$6,012.00
Total Units	18
Fiscal Year 2022/23 Actual Assessment Per Unit	$334.00
Fiscal Year 2022/23 Maximum Assessment Per Unit	$334.40

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2021/22 Actual Assessment Per Unit	$248.82
Fiscal Year 2022/23 Actual Assessment Per Unit	$334.00
Change in the Actual Assessment Rate	$85.18

4.20 Stone Creek Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $306.66 per unit. In July 2005, the City conducted Proposition 218 proceedings to add an annual inflator of 3% for the

Zone. Property owners approved the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The inflator took effect in Fiscal Year 2005/06.

There are currently 35 parcels within this Zone, and the total Zone costs are spread to each of the 35 units as follows:

Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$13,596.10
Total Units	35
Fiscal Year 2022/23 Actual Assessment Per Unit	$388.46
Fiscal Year 2022/23 Maximum Assessment Per Unit	$522.05

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2021/22 Actual Assessment Per Unit	$388.46
Fiscal Year 2022/23 Actual Assessment Per Unit	$388.46
Change in the Actual Assessment Rate	$0.00

4.21 Sunnyside/Stone Gate Zone

The assessment rate originally approved at the time of annexing this Zone into the District was $449.40 per unit. In July 2005, the City conducted Proposition 218 proceedings to add an annual inflator of 3% for the Zone. Property owners approved the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The inflator took effect in Fiscal Year 2005/06.

There are currently 10 parcels within this Zone, and the total Zone costs are spread to each of the 10 units as follows:

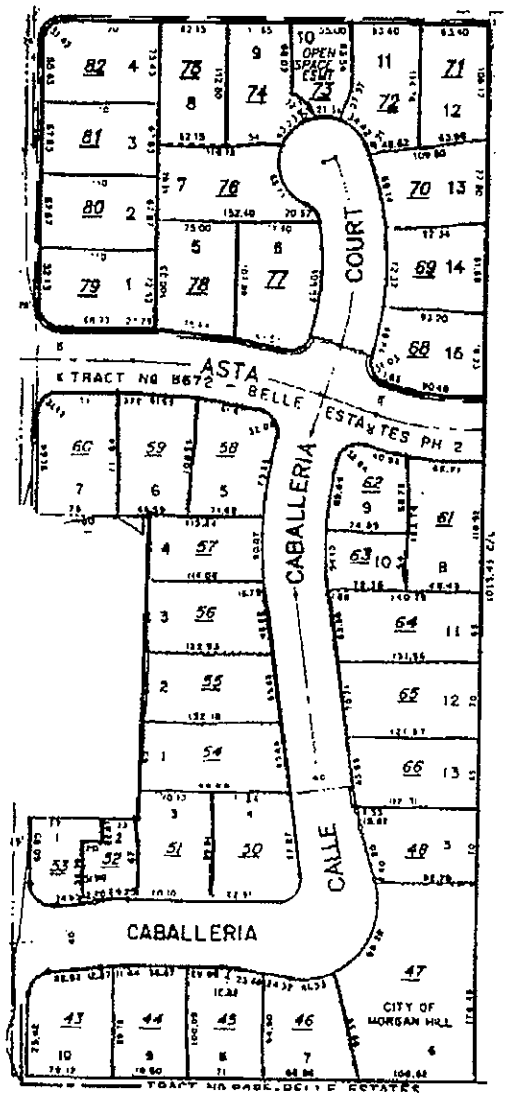
Estimated Fiscal Year 2022/23 Costs and Fund Adjustment	$3,750.00
Total Units	10
Fiscal Year 2022/23 Actual Assessment Per Unit	$375.00
Fiscal Year 2022/23 Maximum Assessment Per Unit	$765.07

Any change in the assessment rate from the previous fiscal year is identified below:

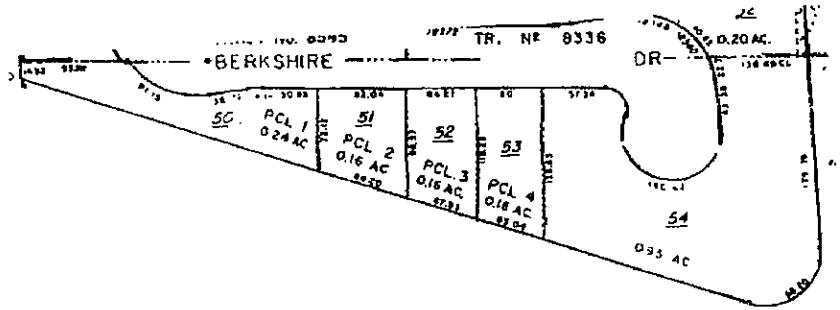
Fiscal Year 2021/22 Actual Assessment Per Unit	$375.00
Fiscal Year 2022/23 Actual Assessment Per Unit	$375.00
Change in the Actual Assessment Rate	$0.00

5. ASSESSMENT DIAGRAMS

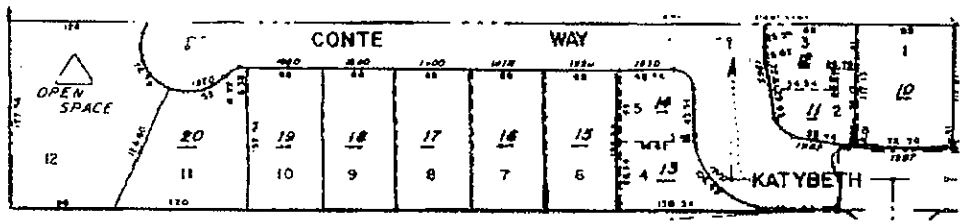
The Assessment Diagrams for each Zone in the District have been submitted to the City Clerk in the format required under the provisions of the Act. Copies of the diagrams are included herein. The lines and dimensions shown on maps of the County Assessor for the current year are, by reference, made part of this Report as well.



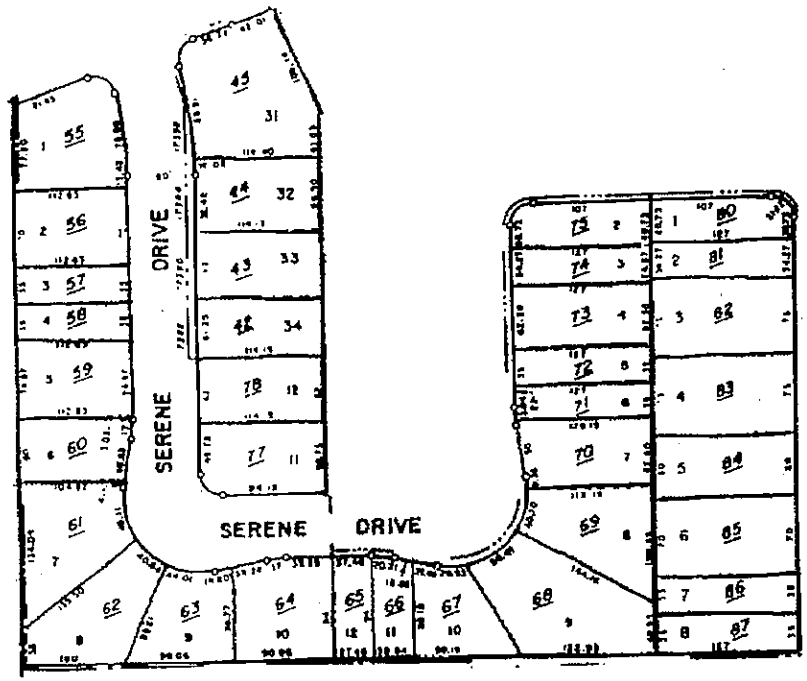
BELLE ESTATES ZONE



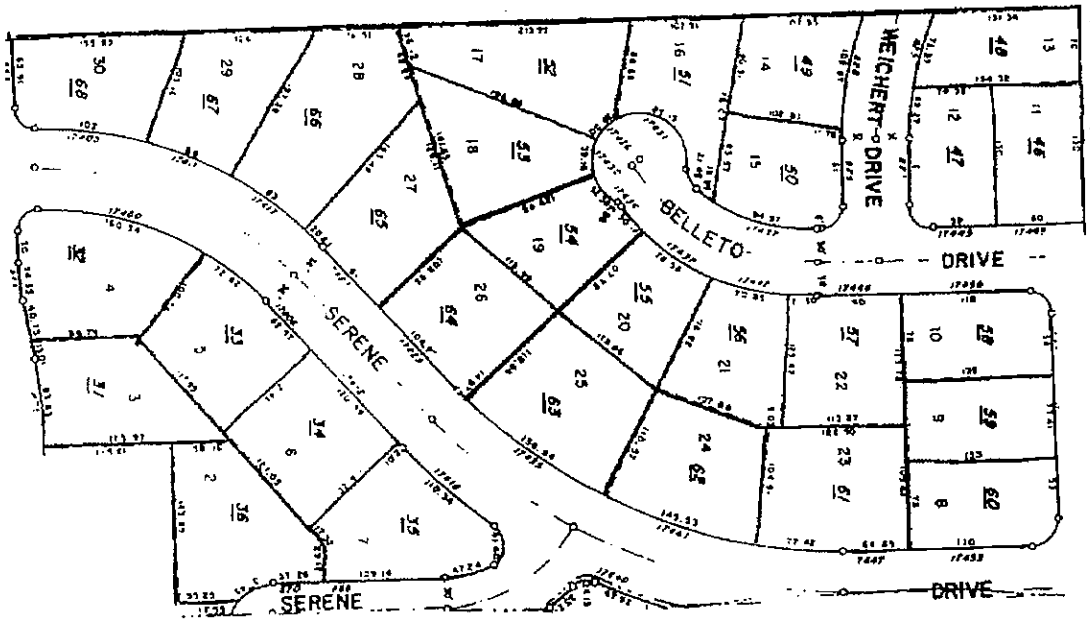
CHANG/BERTELONE ZONE



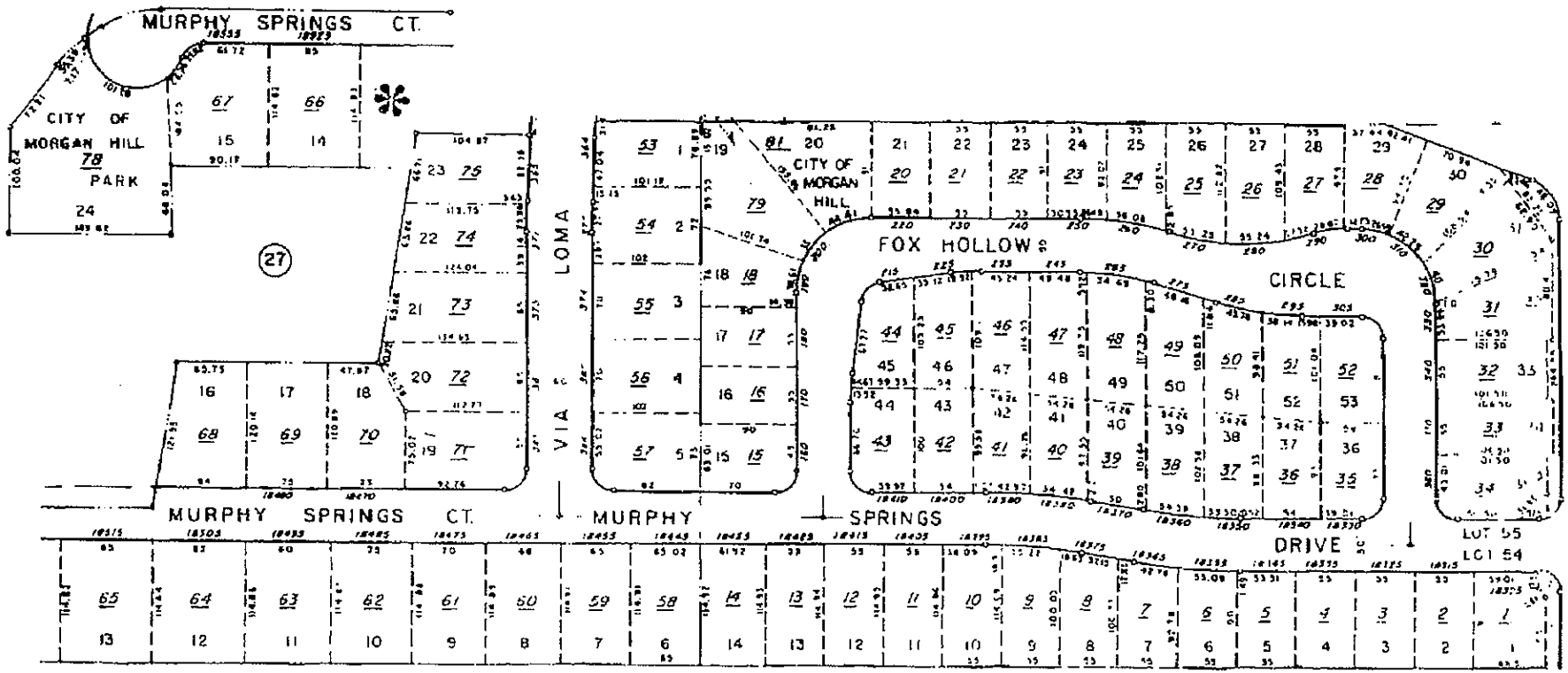
CONTE GARDENS ZONE



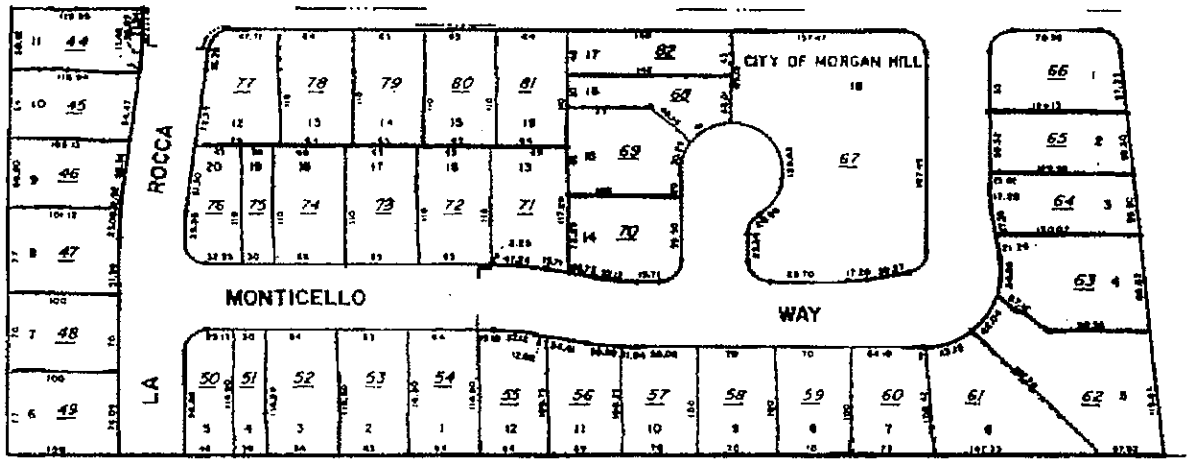
DIANA ESTATES ZONE SHEET I



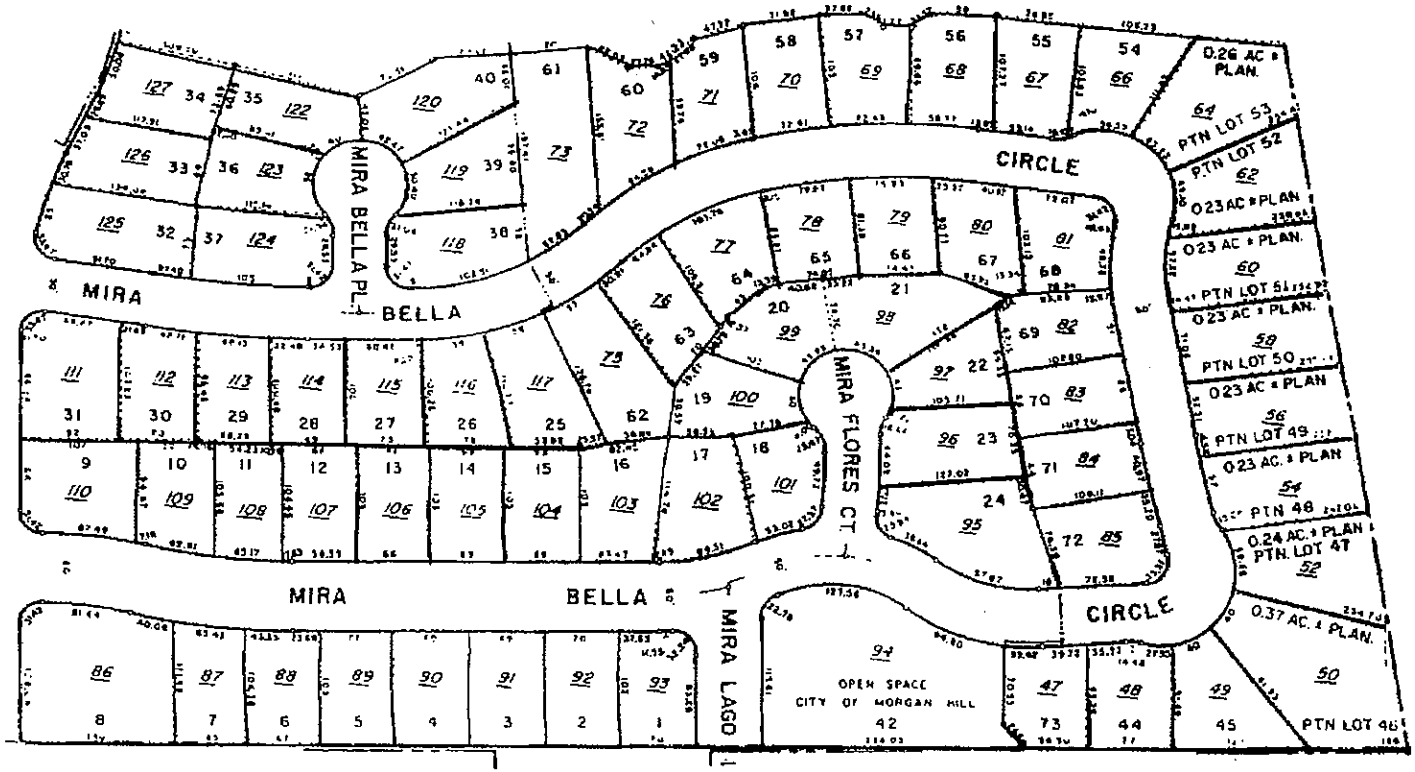
DIANA ESTATES ZONE SHEET 2



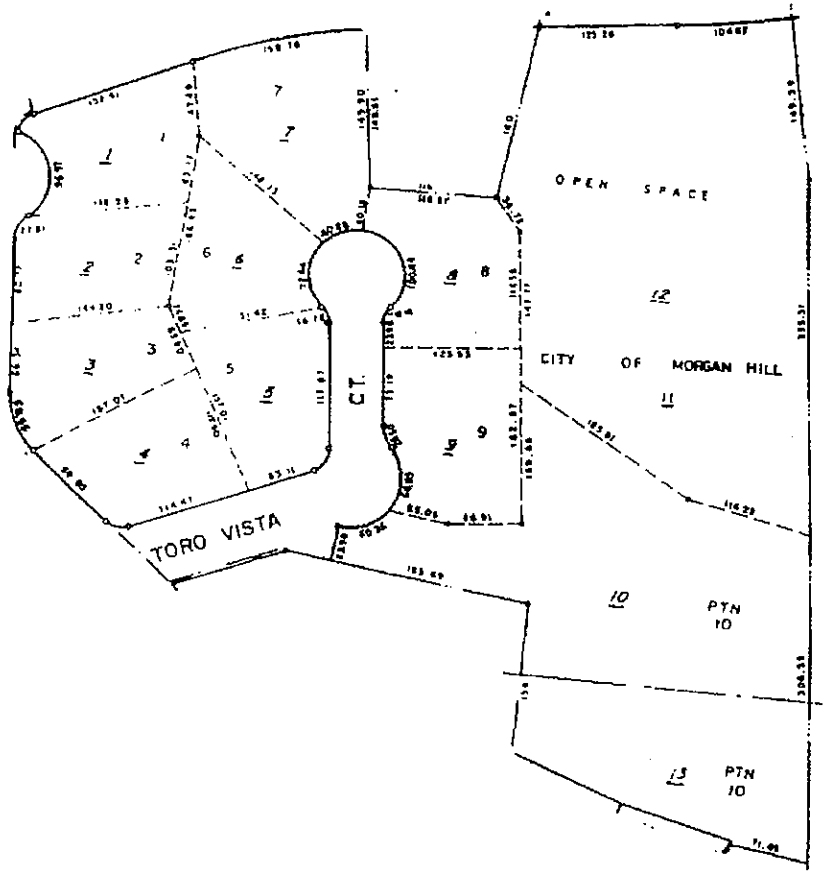
FOX HOLLOW/MURPHY SPRINGS ZONE



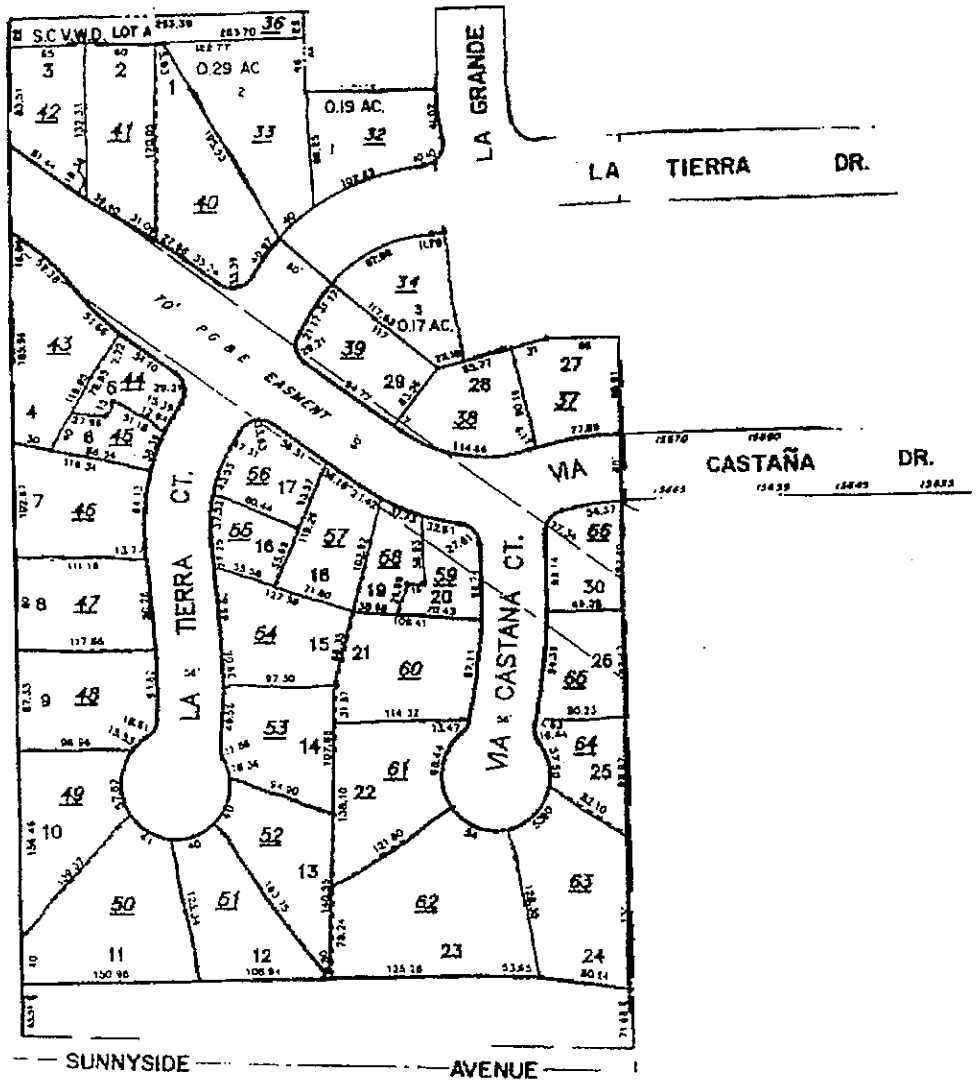
HAMILTON SQUARE ZONE



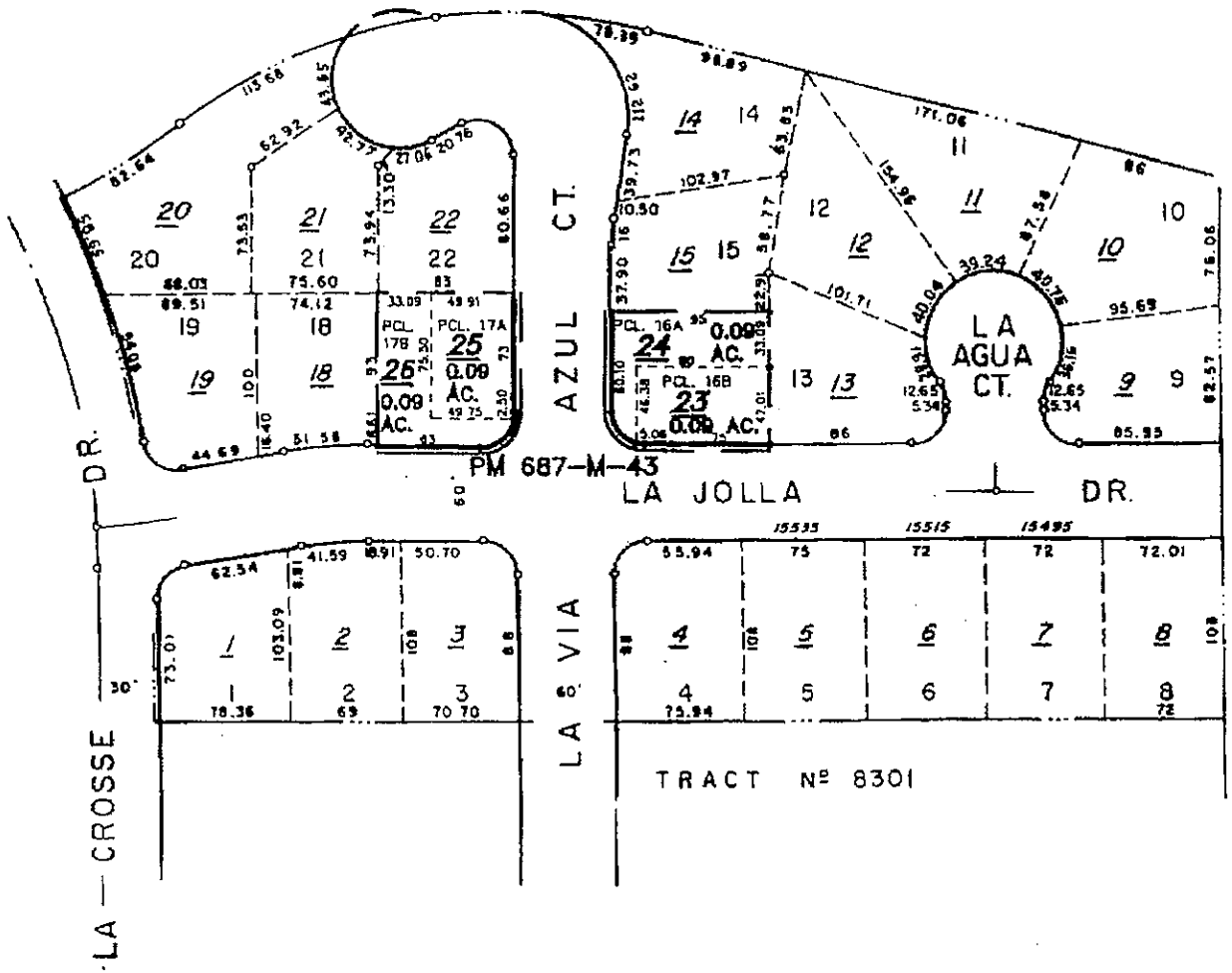
JACKSON MEADOWS #6 ZONE



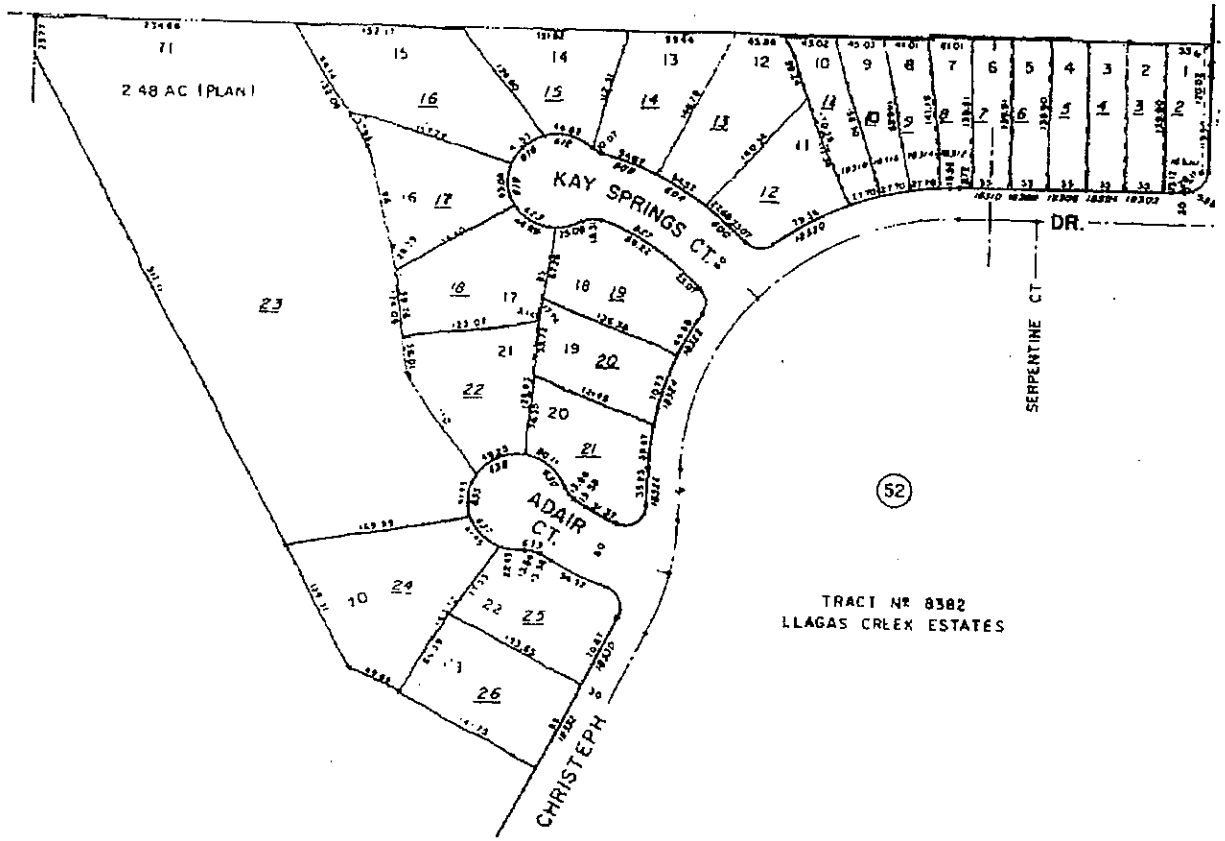
JACKSON MEADOWS #7 ZONE



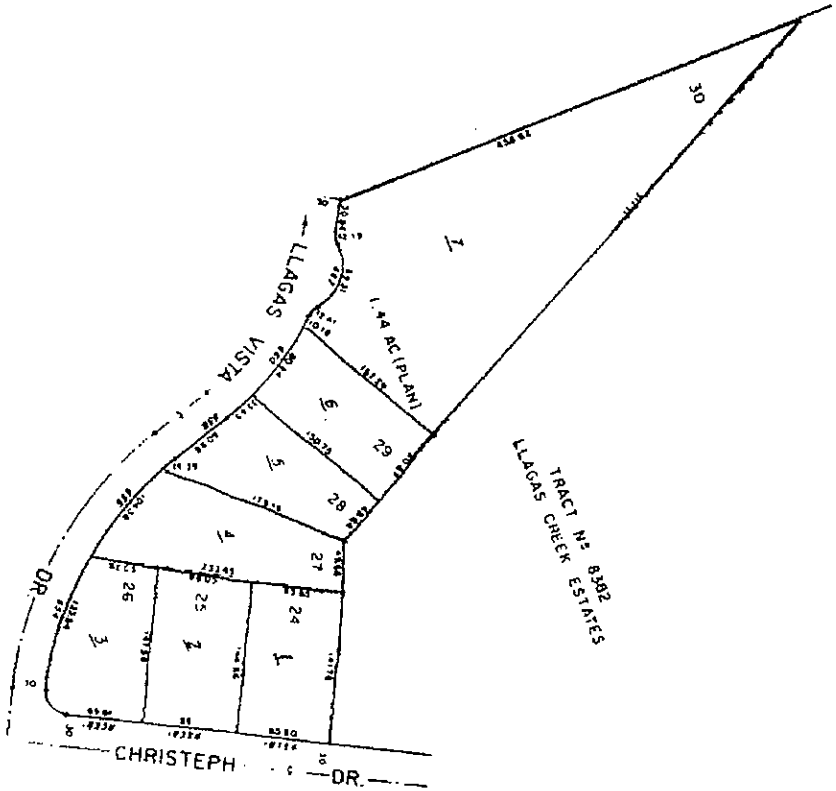
LA GRANDE ESTATES ZONE



LACROSSE/GERA ZONE

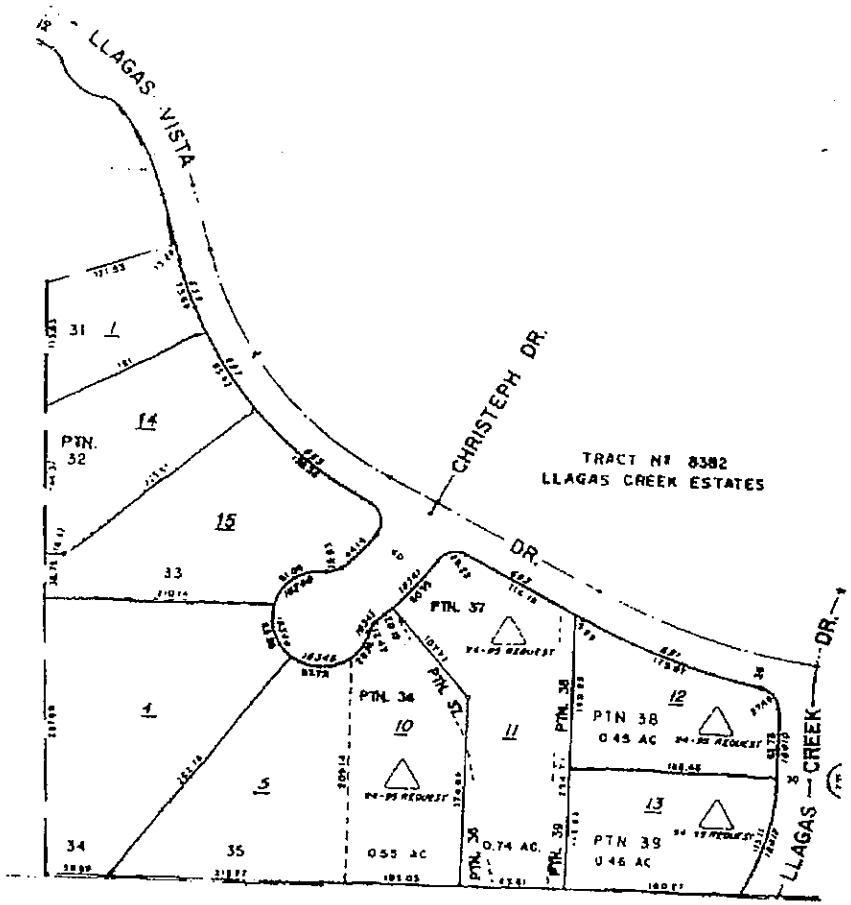


LLAGAS CREEK ESTATES ZONE SHEET 1

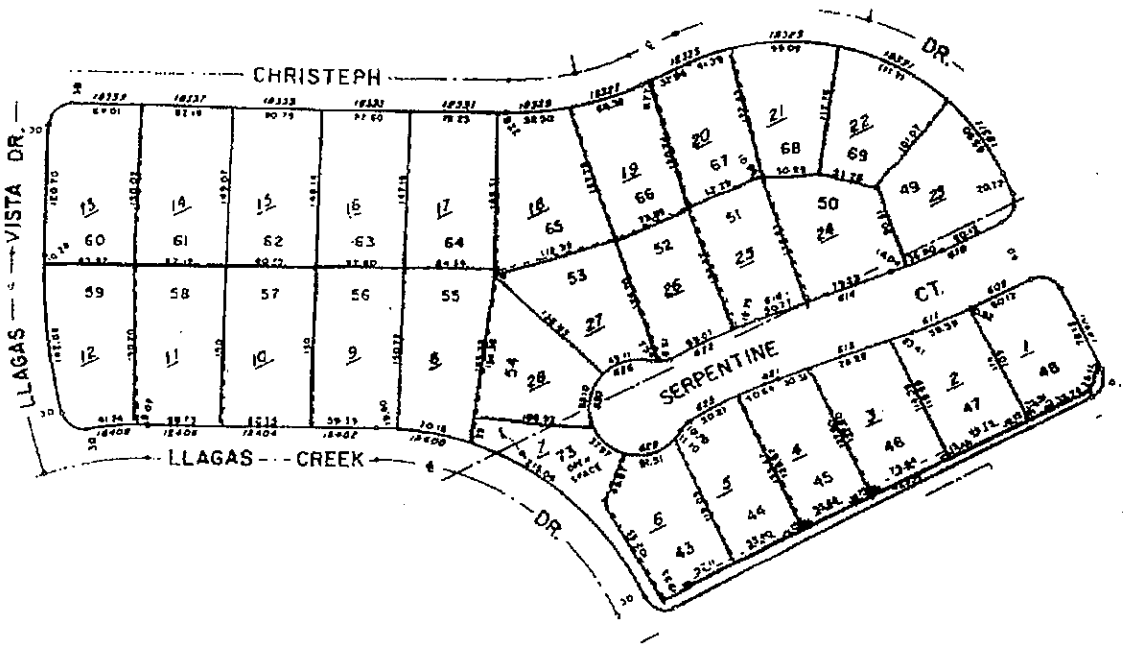


LLAGAS CREEK ESTATES ZONE

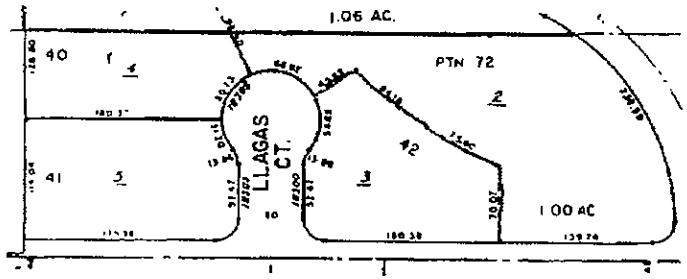
SHEET 2



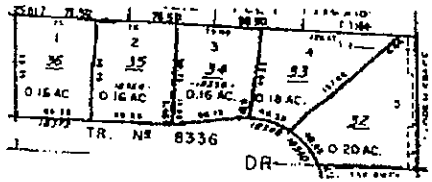
LLAGAS CREEK ESTATES ZONE SHEET 3



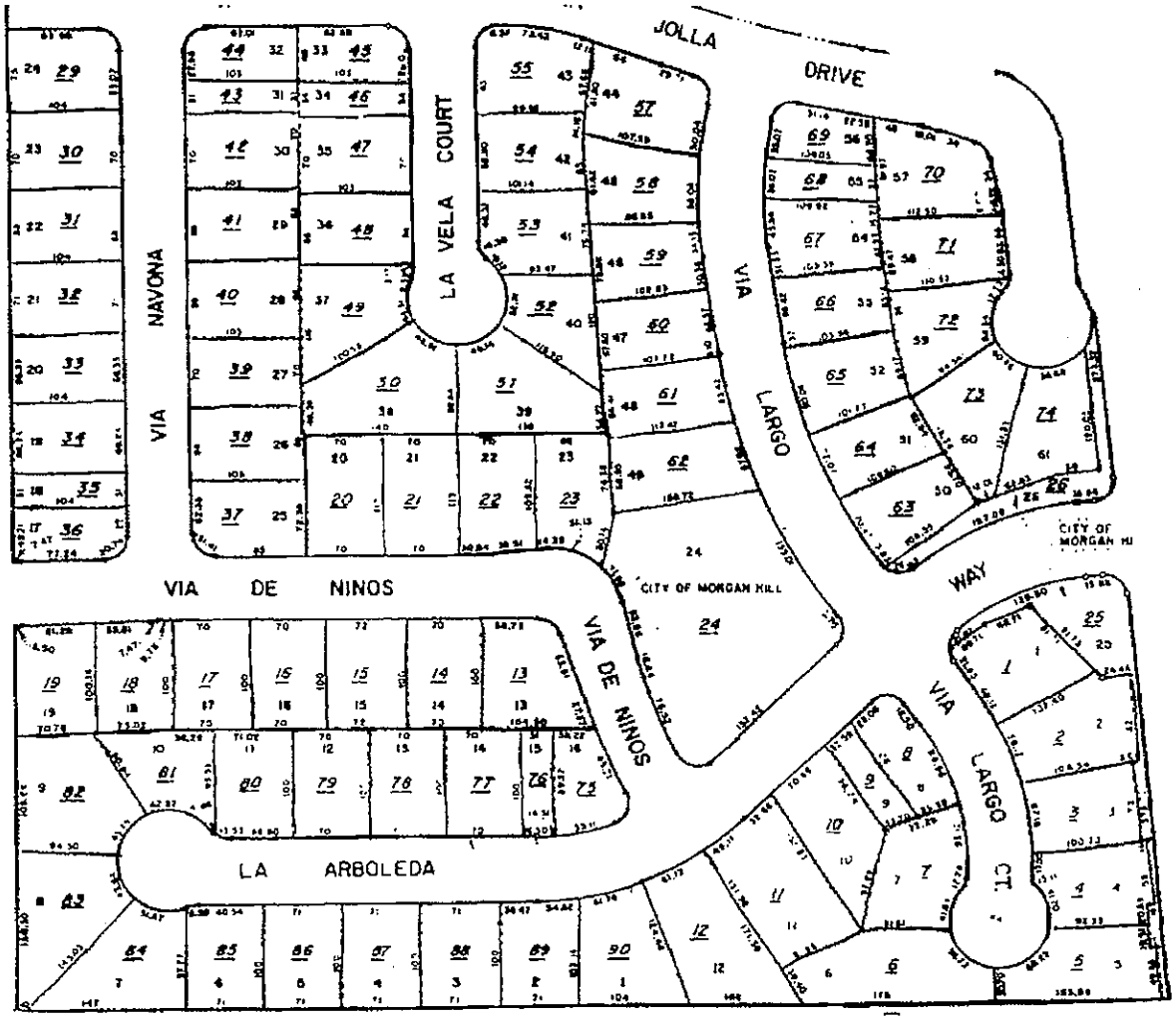
LLAGAS CREEK ESTATES ZONE SHEET 4



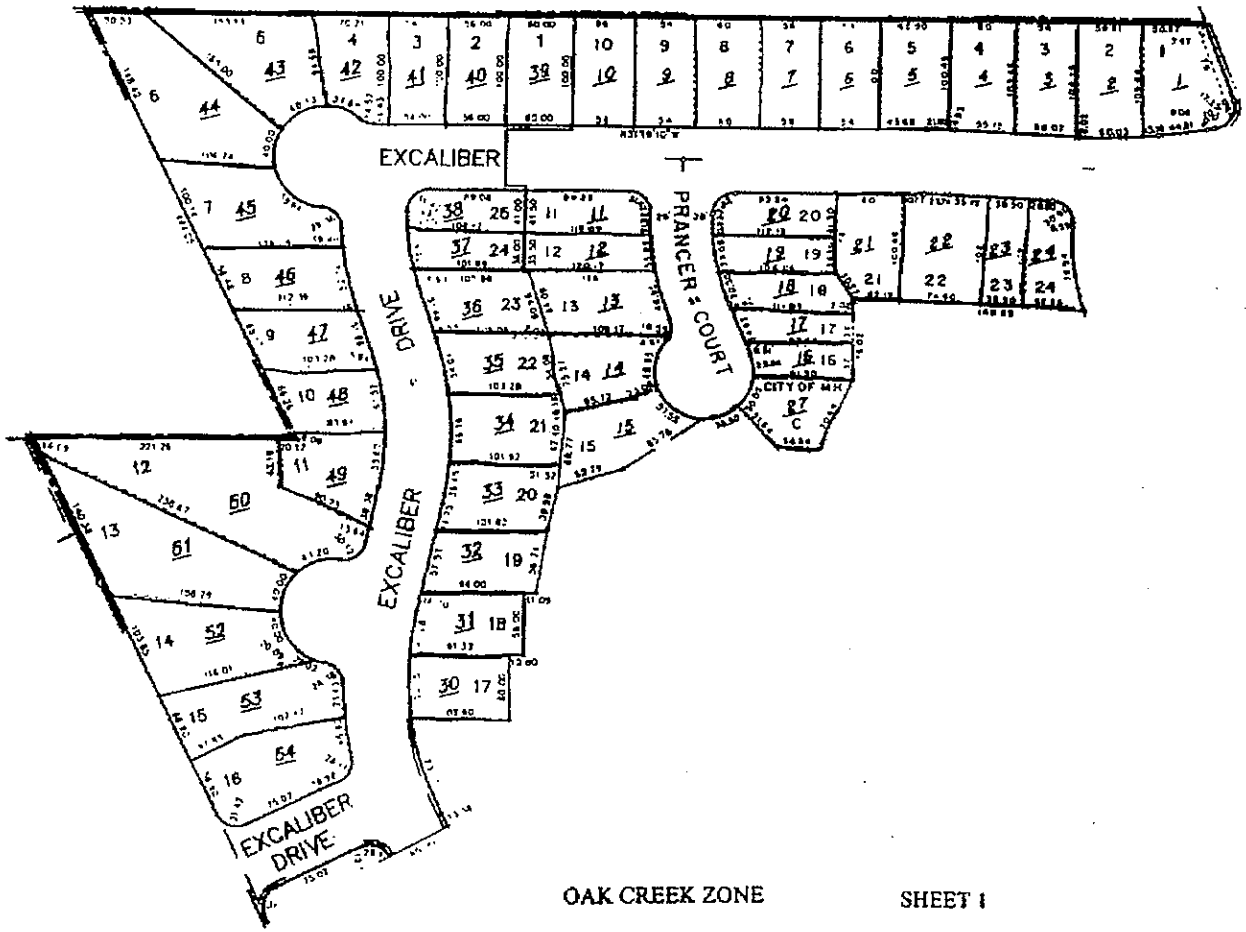
LLAGAS CREEK ESTATES ZONE SHEET 5



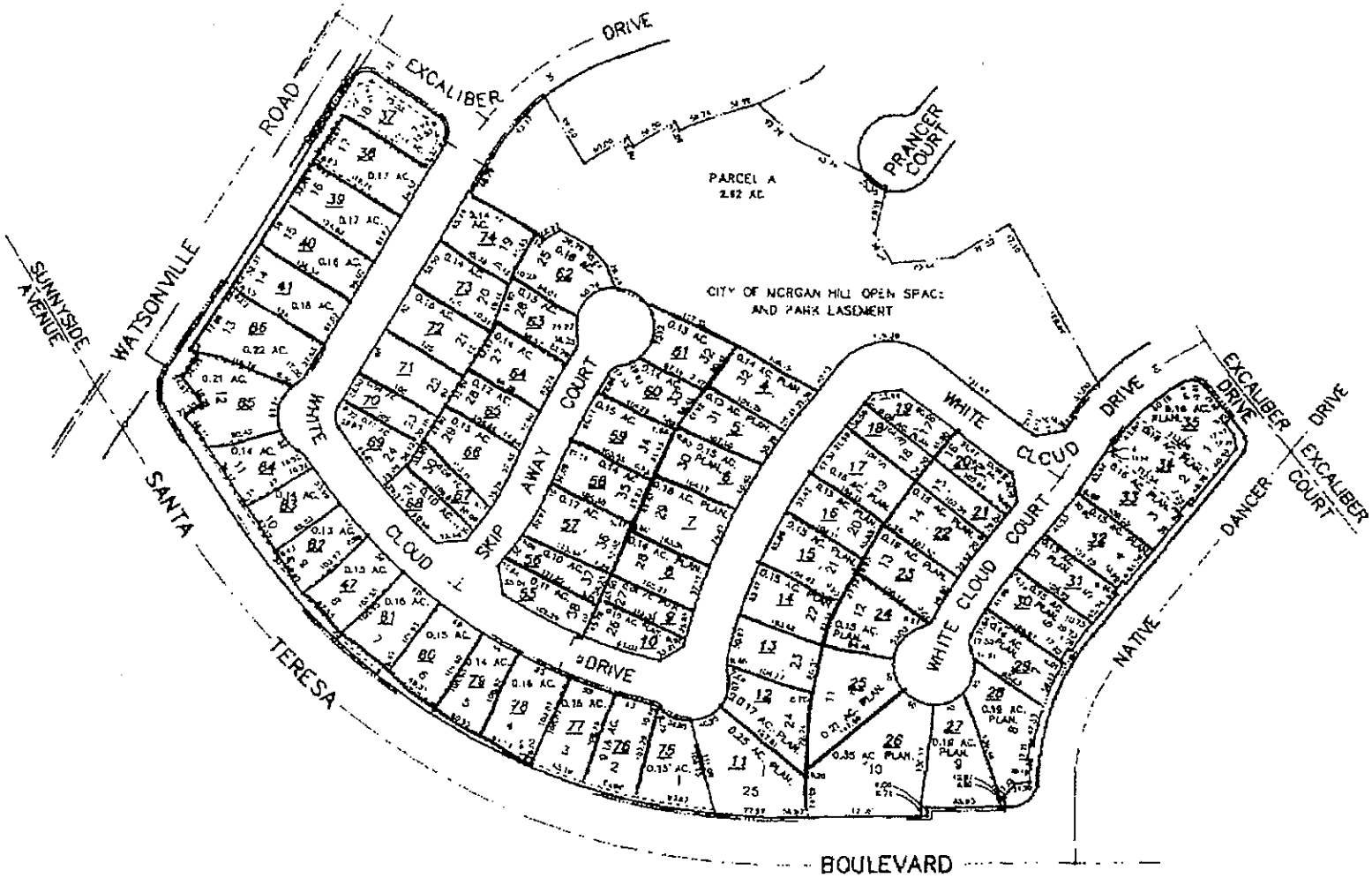
LLAGAS/OBATA ZONE



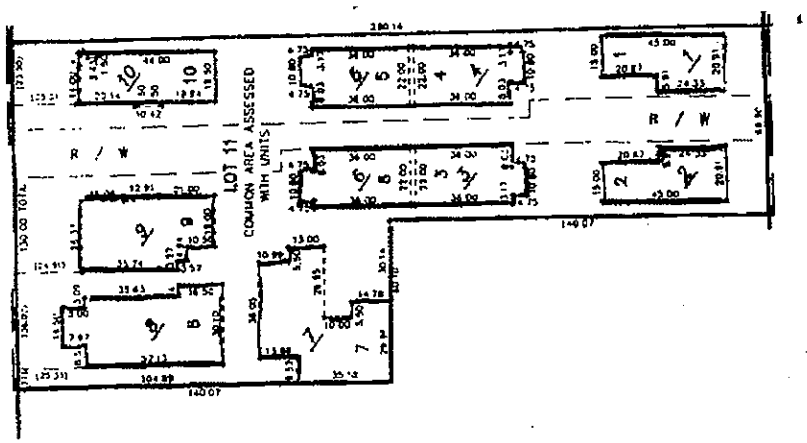
MILL CREEK ZONE



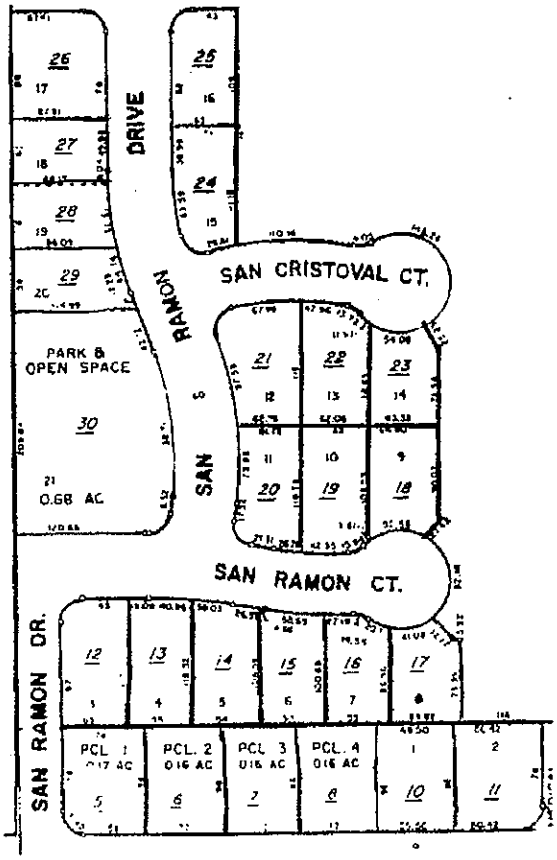
OAK CREEK ZONE SHEET 1



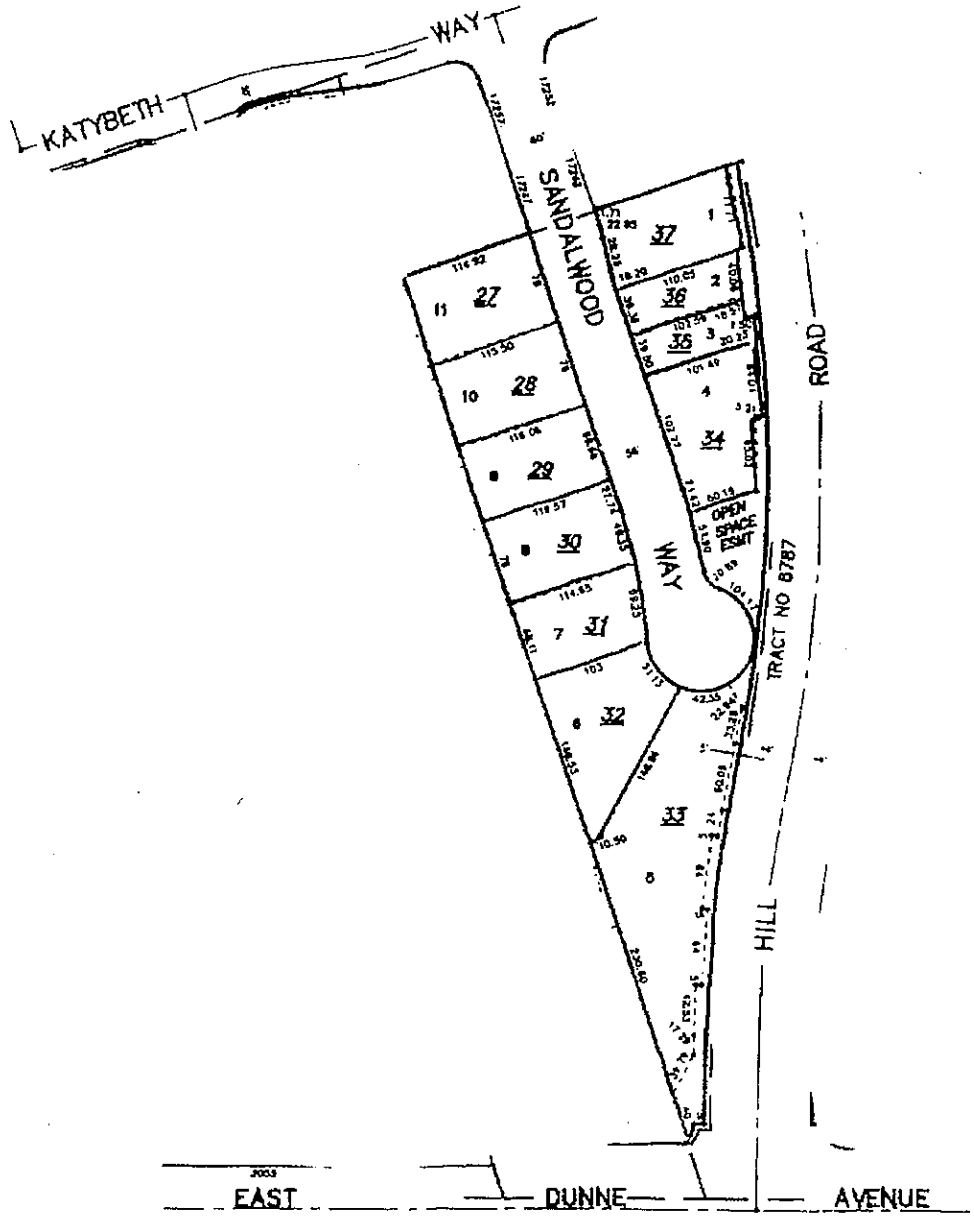
OAK CREEK ZONE SHEET 2



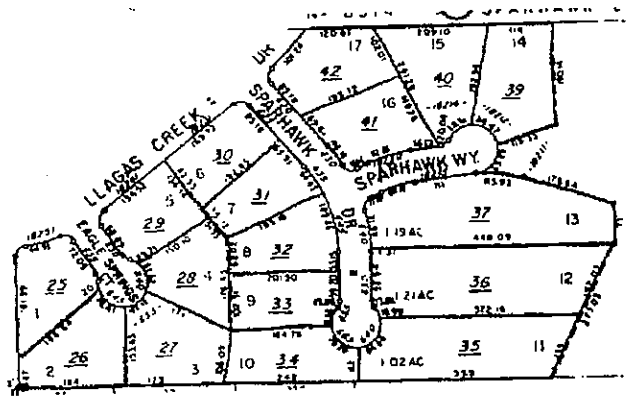
PARSONS CORNER ZONE



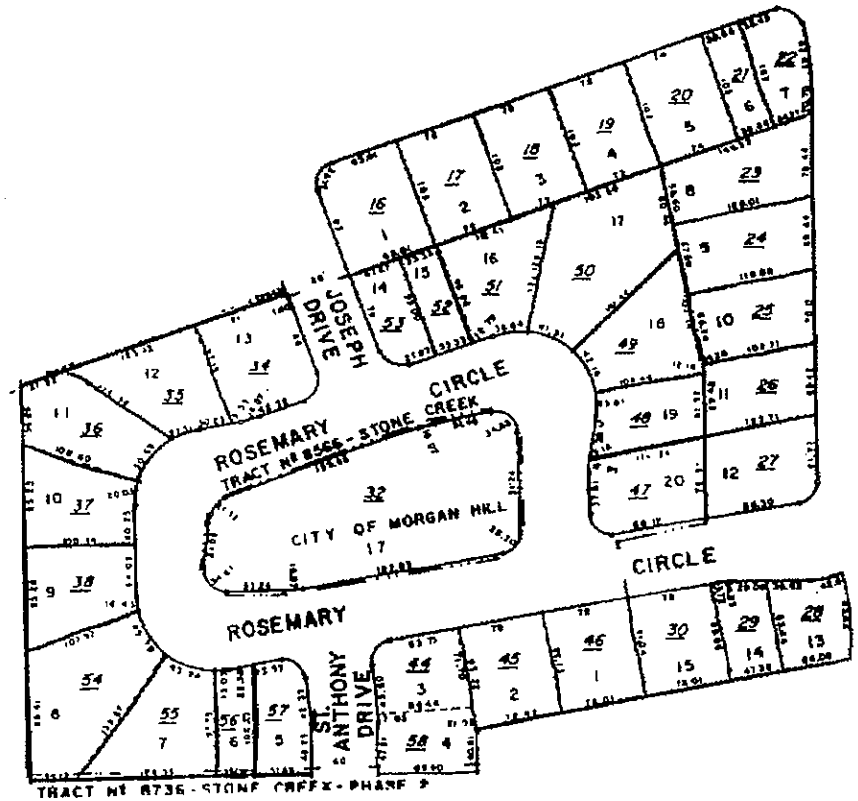
ROSEHAVEN ZONE



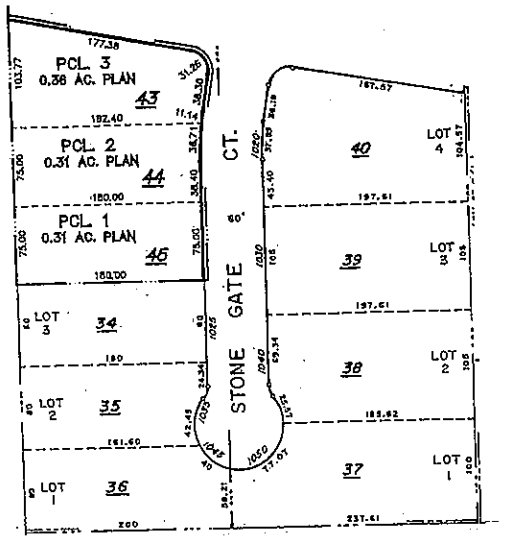
SANDALWOOD ZONE



SPARHAWK ZONE



STONE CREEK ZONE



SUNNYSIDE/STONEGATE ZONE

6. ASSESSMENT ROLL

The listing of Fiscal Year 2022/23 assessments is provided per Zone on the following pages. The description of each lot or parcel as part of the records of the County Assessor are, by reference, made part of this Report as well.

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2022/23 Assessment [1]
Belle Estates	726-16-043	$310.00	1.00	$0.00	$310.00
Belle Estates	726-16-044	310.00	1.00	0.00	310.00
Belle Estates	726-16-045	310.00	1.00	0.00	310.00
Belle Estates	726-16-046	310.00	1.00	0.00	310.00
Belle Estates	726-16-048	310.00	1.00	0.00	310.00
Belle Estates	726-16-050	310.00	1.00	0.00	310.00
Belle Estates	726-16-051	310.00	1.00	0.00	310.00
Belle Estates	726-16-052	310.00	1.00	0.00	310.00
Belle Estates	726-16-053	310.00	1.00	0.00	310.00
Belle Estates	726-16-054	310.00	1.00	0.00	310.00
Belle Estates	726-16-055	310.00	1.00	0.00	310.00
Belle Estates	726-16-056	310.00	1.00	0.00	310.00
Belle Estates	726-16-057	310.00	1.00	0.00	310.00
Belle Estates	726-16-058	310.00	1.00	0.00	310.00
Belle Estates	726-16-059	310.00	1.00	0.00	310.00
Belle Estates	726-16-060	310.00	1.00	0.00	310.00
Belle Estates	726-16-061	310.00	1.00	0.00	310.00
Belle Estates	726-16-062	310.00	1.00	0.00	310.00
Belle Estates	726-16-063	310.00	1.00	0.00	310.00
Belle Estates	726-16-064	310.00	1.00	0.00	310.00
Belle Estates	726-16-065	310.00	1.00	0.00	310.00
Belle Estates	726-16-066	310.00	1.00	0.00	310.00
Belle Estates	726-16-068	310.00	1.00	0.00	310.00
Belle Estates	726-16-069	310.00	1.00	0.00	310.00
Belle Estates	726-16-070	310.00	1.00	0.00	310.00
Belle Estates	726-16-071	310.00	1.00	0.00	310.00
Belle Estates	726-16-072	310.00	1.00	0.00	310.00
Belle Estates	726-16-074	310.00	1.00	0.00	310.00
Belle Estates	726-16-075	310.00	1.00	0.00	310.00
Belle Estates	726-16-076	310.00	1.00	0.00	310.00
Belle Estates	726-16-077	310.00	1.00	0.00	310.00
Belle Estates	726-16-078	310.00	1.00	0.00	310.00
Belle Estates	726-16-079	310.00	1.00	0.00	310.00
Belle Estates	726-16-080	310.00	1.00	0.00	310.00
Belle Estates	726-16-081	310.00	1.00	0.00	310.00
Belle Estates	726-16-082	310.00	1.00	0.00	310.00
Chang/Bertelone	764-23-050	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-051	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-052	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-053	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-057	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-058	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-059	550.00	1.00	0.00	550.00

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2022/23 Assessment [1]
Chang/Bertelone	764-23-060	550.00	1.00	0.00	550.00
Conte Gardens	728-10-010	365.00	1.00	0.00	365.00
Conte Gardens	728-10-011	365.00	1.00	0.00	365.00
Conte Gardens	728-10-012	365.00	1.00	0.00	365.00
Conte Gardens	728-10-013	365.00	1.00	0.00	365.00
Conte Gardens	728-10-014	365.00	1.00	0.00	365.00
Conte Gardens	728-10-015	365.00	1.00	0.00	365.00
Conte Gardens	728-10-016	365.00	1.00	0.00	365.00
Conte Gardens	728-10-017	365.00	1.00	0.00	365.00
Conte Gardens	728-10-018	365.00	1.00	0.00	365.00
Conte Gardens	728-10-019	365.00	1.00	0.00	365.00
Conte Gardens	728-10-020	365.00	1.00	0.00	365.00
Diana Estates	726-07-042	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-043	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-044	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-045	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-055	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-056	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-057	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-058	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-059	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-060	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-061	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-062	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-063	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-064	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-065	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-066	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-067	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-068	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-069	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-070	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-071	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-072	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-073	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-074	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-075	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-077	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-078	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-080	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-081	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-082	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-083	139.39	1.00	(0.01)	139.38

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2022/23 Assessment [1]
Diana Estates	726-07-084	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-085	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-086	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-087	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-031	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-032	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-033	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-034	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-035	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-036	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-046	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-047	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-048	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-049	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-050	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-051	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-052	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-053	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-054	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-055	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-056	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-057	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-058	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-059	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-060	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-061	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-062	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-063	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-064	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-065	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-066	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-067	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-068	139.39	1.00	(0.01)	139.38
Fox Hollow	764-47-001	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-002	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-003	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-004	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-005	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-006	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-007	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-008	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-009	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-010	173.53	1.00	(0.01)	173.52

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2022/23 Assessment [1]
Fox Hollow	764-47-011	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-012	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-013	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-014	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-015	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-016	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-017	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-018	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-020	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-021	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-022	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-023	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-024	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-025	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-026	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-027	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-028	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-029	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-030	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-031	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-032	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-033	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-034	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-035	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-036	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-037	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-038	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-039	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-040	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-041	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-042	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-043	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-044	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-045	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-046	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-047	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-048	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-049	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-050	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-051	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-052	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-053	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-054	173.53	1.00	(0.01)	173.52

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2022/23 Assessment [1]
Fox Hollow	764-47-055	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-056	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-057	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-058	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-059	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-060	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-061	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-062	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-063	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-064	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-065	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-066	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-067	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-068	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-069	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-070	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-071	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-072	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-073	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-074	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-075	173.53	1.00	(0.01)	173.52
Fox Hollow	764-47-079	173.53	1.00	(0.01)	173.52
Hamilton Square	767-36-044	325.00	1.00	0.00	325.00
Hamilton Square	767-36-045	325.00	1.00	0.00	325.00
Hamilton Square	767-36-046	325.00	1.00	0.00	325.00
Hamilton Square	767-36-047	325.00	1.00	0.00	325.00
Hamilton Square	767-36-048	325.00	1.00	0.00	325.00
Hamilton Square	767-36-049	325.00	1.00	0.00	325.00
Hamilton Square	767-36-050	325.00	1.00	0.00	325.00
Hamilton Square	767-36-051	325.00	1.00	0.00	325.00
Hamilton Square	767-36-052	325.00	1.00	0.00	325.00
Hamilton Square	767-36-053	325.00	1.00	0.00	325.00
Hamilton Square	767-36-054	325.00	1.00	0.00	325.00
Hamilton Square	767-36-055	325.00	1.00	0.00	325.00
Hamilton Square	767-36-056	325.00	1.00	0.00	325.00
Hamilton Square	767-36-057	325.00	1.00	0.00	325.00
Hamilton Square	767-36-058	325.00	1.00	0.00	325.00
Hamilton Square	767-36-059	325.00	1.00	0.00	325.00
Hamilton Square	767-36-060	325.00	1.00	0.00	325.00
Hamilton Square	767-36-061	325.00	1.00	0.00	325.00
Hamilton Square	767-36-062	325.00	1.00	0.00	325.00
Hamilton Square	767-36-063	325.00	1.00	0.00	325.00
Hamilton Square	767-36-064	325.00	1.00	0.00	325.00

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2022/23 Assessment [1]
Hamilton Square	767-36-065	325.00	1.00	0.00	325.00
Hamilton Square	767-36-066	325.00	1.00	0.00	325.00
Hamilton Square	767-36-068	325.00	1.00	0.00	325.00
Hamilton Square	767-36-069	325.00	1.00	0.00	325.00
Hamilton Square	767-36-070	325.00	1.00	0.00	325.00
Hamilton Square	767-36-071	325.00	1.00	0.00	325.00
Hamilton Square	767-36-072	325.00	1.00	0.00	325.00
Hamilton Square	767-36-073	325.00	1.00	0.00	325.00
Hamilton Square	767-36-074	325.00	1.00	0.00	325.00
Hamilton Square	767-36-075	325.00	1.00	0.00	325.00
Hamilton Square	767-36-076	325.00	1.00	0.00	325.00
Hamilton Square	767-36-077	325.00	1.00	0.00	325.00
Hamilton Square	767-36-078	325.00	1.00	0.00	325.00
Hamilton Square	767-36-079	325.00	1.00	0.00	325.00
Hamilton Square	767-36-080	325.00	1.00	0.00	325.00
Hamilton Square	767-36-081	325.00	1.00	0.00	325.00
Hamilton Square	767-36-082	325.00	1.00	0.00	325.00
Jackson Meadows #6	817-26-047	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-048	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-049	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-066	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-067	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-068	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-069	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-070	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-071	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-072	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-073	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-075	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-076	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-077	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-078	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-079	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-080	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-081	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-082	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-083	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-084	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-085	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-086	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-087	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-088	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-089	108.00	1.00	0.00	108.00

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2022/23 Assessment [1]
Jackson Meadows #6	817-26-090	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-091	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-092	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-093	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-095	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-096	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-097	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-098	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-099	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-100	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-101	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-102	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-103	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-104	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-105	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-106	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-107	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-108	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-109	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-110	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-111	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-112	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-113	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-114	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-115	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-116	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-117	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-118	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-119	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-120	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-122	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-123	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-124	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-125	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-126	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-127	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-129	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-130	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-131	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-132	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-133	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-134	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-135	108.00	1.00	0.00	108.00

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2022/23 Assessment [1]
Jackson Meadows #6	817-26-136	108.00	1.00	0.00	108.00
Jackson Meadows #7	817-70-001	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-002	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-003	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-004	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-005	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-006	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-007	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-008	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-009	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-017	100.00	1.00	0.00	100.00
La Grande Estates	767-45-032	88.00	1.00	0.00	88.00
La Grande Estates	767-45-033	88.00	1.00	0.00	88.00
La Grande Estates	767-45-034	88.00	1.00	0.00	88.00
La Grande Estates	767-45-037	88.00	1.00	0.00	88.00
La Grande Estates	767-45-038	88.00	1.00	0.00	88.00
La Grande Estates	767-45-039	88.00	1.00	0.00	88.00
La Grande Estates	767-45-040	88.00	1.00	0.00	88.00
La Grande Estates	767-45-041	88.00	1.00	0.00	88.00
La Grande Estates	767-45-042	88.00	1.00	0.00	88.00
La Grande Estates	767-45-043	88.00	1.00	0.00	88.00
La Grande Estates	767-45-044	88.00	1.00	0.00	88.00
La Grande Estates	767-45-045	88.00	1.00	0.00	88.00
La Grande Estates	767-45-046	88.00	1.00	0.00	88.00
La Grande Estates	767-45-047	88.00	1.00	0.00	88.00
La Grande Estates	767-45-048	88.00	1.00	0.00	88.00
La Grande Estates	767-45-049	88.00	1.00	0.00	88.00
La Grande Estates	767-45-050	88.00	1.00	0.00	88.00
La Grande Estates	767-45-051	88.00	1.00	0.00	88.00
La Grande Estates	767-45-052	88.00	1.00	0.00	88.00
La Grande Estates	767-45-053	88.00	1.00	0.00	88.00
La Grande Estates	767-45-054	88.00	1.00	0.00	88.00
La Grande Estates	767-45-055	88.00	1.00	0.00	88.00
La Grande Estates	767-45-056	88.00	1.00	0.00	88.00
La Grande Estates	767-45-057	88.00	1.00	0.00	88.00
La Grande Estates	767-45-058	88.00	1.00	0.00	88.00
La Grande Estates	767-45-059	88.00	1.00	0.00	88.00
La Grande Estates	767-45-060	88.00	1.00	0.00	88.00
La Grande Estates	767-45-061	88.00	1.00	0.00	88.00
La Grande Estates	767-45-062	88.00	1.00	0.00	88.00
La Grande Estates	767-45-063	88.00	1.00	0.00	88.00
La Grande Estates	767-45-064	88.00	1.00	0.00	88.00
La Grande Estates	767-45-065	88.00	1.00	0.00	88.00

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2022/23 Assessment [1]
Lacrosse/Gera	767-46-001	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-002	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-003	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-004	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-005	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-006	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-007	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-008	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-009	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-010	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-011	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-012	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-013	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-014	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-015	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-018	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-019	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-020	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-021	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-022	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-023	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-024	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-025	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-026	50.00	1.00	0.00	50.00
Llagas Creek	764-49-002	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-003	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-004	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-005	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-006	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-007	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-008	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-009	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-010	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-011	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-012	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-013	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-014	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-015	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-016	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-017	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-018	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-019	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-020	233.67	1.00	(0.01)	233.66

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2022/23 Assessment [1]
Llagas Creek	764-49-021	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-022	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-023	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-024	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-025	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-026	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-001	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-002	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-003	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-004	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-005	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-006	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-007	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-001	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-004	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-005	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-010	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-011	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-012	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-013	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-014	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-015	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-001	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-002	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-003	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-004	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-005	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-006	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-008	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-009	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-010	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-011	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-012	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-013	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-014	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-015	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-016	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-017	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-018	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-019	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-020	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-021	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-022	233.67	1.00	(0.01)	233.66

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2022/23 Assessment [1]
Llagas Creek	764-52-023	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-024	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-025	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-026	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-027	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-028	233.67	1.00	(0.01)	233.66
Llagas Creek	764-53-003	233.67	1.00	(0.01)	233.66
Llagas Creek	764-53-004	233.67	1.00	(0.01)	233.66
Llagas Creek	764-53-005	233.67	1.00	(0.01)	233.66
Llagas/Obata	764-23-032	400.00	1.00	0.00	400.00
Llagas/Obata	764-23-033	400.00	1.00	0.00	400.00
Llagas/Obata	764-23-034	400.00	1.00	0.00	400.00
Llagas/Obata	764-23-035	400.00	1.00	0.00	400.00
Llagas/Obata	764-23-036	400.00	1.00	0.00	400.00
Mill Creek	767-47-001	285.00	1.00	0.00	285.00
Mill Creek	767-47-002	285.00	1.00	0.00	285.00
Mill Creek	767-47-003	285.00	1.00	0.00	285.00
Mill Creek	767-47-004	285.00	1.00	0.00	285.00
Mill Creek	767-47-005	285.00	1.00	0.00	285.00
Mill Creek	767-47-006	285.00	1.00	0.00	285.00
Mill Creek	767-47-007	285.00	1.00	0.00	285.00
Mill Creek	767-47-008	285.00	1.00	0.00	285.00
Mill Creek	767-47-009	285.00	1.00	0.00	285.00
Mill Creek	767-47-010	285.00	1.00	0.00	285.00
Mill Creek	767-47-011	285.00	1.00	0.00	285.00
Mill Creek	767-47-012	285.00	1.00	0.00	285.00
Mill Creek	767-47-013	285.00	1.00	0.00	285.00
Mill Creek	767-47-014	285.00	1.00	0.00	285.00
Mill Creek	767-47-015	285.00	1.00	0.00	285.00
Mill Creek	767-47-016	285.00	1.00	0.00	285.00
Mill Creek	767-47-017	285.00	1.00	0.00	285.00
Mill Creek	767-47-018	285.00	1.00	0.00	285.00
Mill Creek	767-47-019	285.00	1.00	0.00	285.00
Mill Creek	767-47-020	285.00	1.00	0.00	285.00
Mill Creek	767-47-021	285.00	1.00	0.00	285.00
Mill Creek	767-47-022	285.00	1.00	0.00	285.00
Mill Creek	767-47-023	285.00	1.00	0.00	285.00
Mill Creek	767-47-029	285.00	1.00	0.00	285.00
Mill Creek	767-47-030	285.00	1.00	0.00	285.00
Mill Creek	767-47-031	285.00	1.00	0.00	285.00
Mill Creek	767-47-032	285.00	1.00	0.00	285.00
Mill Creek	767-47-033	285.00	1.00	0.00	285.00
Mill Creek	767-47-034	285.00	1.00	0.00	285.00

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2022/23 Assessment [1]
Mill Creek	767-47-035	285.00	1.00	0.00	285.00
Mill Creek	767-47-036	285.00	1.00	0.00	285.00
Mill Creek	767-47-037	285.00	1.00	0.00	285.00
Mill Creek	767-47-038	285.00	1.00	0.00	285.00
Mill Creek	767-47-039	285.00	1.00	0.00	285.00
Mill Creek	767-47-040	285.00	1.00	0.00	285.00
Mill Creek	767-47-041	285.00	1.00	0.00	285.00
Mill Creek	767-47-042	285.00	1.00	0.00	285.00
Mill Creek	767-47-043	285.00	1.00	0.00	285.00
Mill Creek	767-47-044	285.00	1.00	0.00	285.00
Mill Creek	767-47-045	285.00	1.00	0.00	285.00
Mill Creek	767-47-046	285.00	1.00	0.00	285.00
Mill Creek	767-47-047	285.00	1.00	0.00	285.00
Mill Creek	767-47-048	285.00	1.00	0.00	285.00
Mill Creek	767-47-049	285.00	1.00	0.00	285.00
Mill Creek	767-47-050	285.00	1.00	0.00	285.00
Mill Creek	767-47-051	285.00	1.00	0.00	285.00
Mill Creek	767-47-052	285.00	1.00	0.00	285.00
Mill Creek	767-47-053	285.00	1.00	0.00	285.00
Mill Creek	767-47-054	285.00	1.00	0.00	285.00
Mill Creek	767-47-055	285.00	1.00	0.00	285.00
Mill Creek	767-47-057	285.00	1.00	0.00	285.00
Mill Creek	767-47-058	285.00	1.00	0.00	285.00
Mill Creek	767-47-059	285.00	1.00	0.00	285.00
Mill Creek	767-47-060	285.00	1.00	0.00	285.00
Mill Creek	767-47-061	285.00	1.00	0.00	285.00
Mill Creek	767-47-062	285.00	1.00	0.00	285.00
Mill Creek	767-47-063	285.00	1.00	0.00	285.00
Mill Creek	767-47-064	285.00	1.00	0.00	285.00
Mill Creek	767-47-065	285.00	1.00	0.00	285.00
Mill Creek	767-47-066	285.00	1.00	0.00	285.00
Mill Creek	767-47-067	285.00	1.00	0.00	285.00
Mill Creek	767-47-068	285.00	1.00	0.00	285.00
Mill Creek	767-47-069	285.00	1.00	0.00	285.00
Mill Creek	767-47-070	285.00	1.00	0.00	285.00
Mill Creek	767-47-071	285.00	1.00	0.00	285.00
Mill Creek	767-47-072	285.00	1.00	0.00	285.00
Mill Creek	767-47-073	285.00	1.00	0.00	285.00
Mill Creek	767-47-074	285.00	1.00	0.00	285.00
Mill Creek	767-47-075	285.00	1.00	0.00	285.00
Mill Creek	767-47-076	285.00	1.00	0.00	285.00
Mill Creek	767-47-077	285.00	1.00	0.00	285.00
Mill Creek	767-47-078	285.00	1.00	0.00	285.00

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2022/23 Assessment [1]
Mill Creek	767-47-079	285.00	1.00	0.00	285.00
Mill Creek	767-47-080	285.00	1.00	0.00	285.00
Mill Creek	767-47-081	285.00	1.00	0.00	285.00
Mill Creek	767-47-082	285.00	1.00	0.00	285.00
Mill Creek	767-47-083	285.00	1.00	0.00	285.00
Mill Creek	767-47-084	285.00	1.00	0.00	285.00
Mill Creek	767-47-085	285.00	1.00	0.00	285.00
Mill Creek	767-47-086	285.00	1.00	0.00	285.00
Mill Creek	767-47-087	285.00	1.00	0.00	285.00
Mill Creek	767-47-088	285.00	1.00	0.00	285.00
Mill Creek	767-47-089	285.00	1.00	0.00	285.00
Mill Creek	767-47-090	285.00	1.00	0.00	285.00
Oak Creek I, II, III	779-51-001	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-002	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-003	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-004	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-005	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-006	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-007	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-008	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-009	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-010	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-011	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-012	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-013	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-014	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-015	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-016	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-017	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-018	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-019	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-020	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-021	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-022	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-023	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-024	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-030	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-031	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-032	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-033	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-034	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-035	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-036	425.00	1.00	0.00	425.00

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2022/23 Assessment [1]
Oak Creek I, II, III	779-51-037	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-038	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-039	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-040	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-041	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-042	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-043	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-044	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-045	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-046	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-047	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-048	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-049	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-050	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-051	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-052	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-053	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-51-054	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-004	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-005	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-006	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-007	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-008	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-009	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-010	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-011	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-012	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-013	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-014	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-015	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-016	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-017	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-018	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-019	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-020	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-021	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-022	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-023	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-024	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-025	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-026	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-027	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-028	425.00	1.00	0.00	425.00

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2022/23 Assessment [1]
Oak Creek I, II, III	779-52-029	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-030	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-031	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-032	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-033	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-034	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-035	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-037	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-038	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-039	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-040	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-041	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-047	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-055	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-056	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-057	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-058	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-059	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-060	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-061	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-062	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-063	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-064	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-065	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-066	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-067	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-068	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-069	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-070	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-071	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-072	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-073	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-074	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-075	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-076	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-077	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-078	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-079	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-080	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-081	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-082	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-083	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-084	425.00	1.00	0.00	425.00

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2022/23 Assessment [1]
Oak Creek I, II, III	779-52-085	425.00	1.00	0.00	425.00
Oak Creek I, II, III	779-52-086	425.00	1.00	0.00	425.00
Rosehaven	817-10-005	400.00	1.00	0.00	400.00
Rosehaven	817-10-006	400.00	1.00	0.00	400.00
Rosehaven	817-10-007	400.00	1.00	0.00	400.00
Rosehaven	817-10-008	400.00	1.00	0.00	400.00
Rosehaven	817-10-010	400.00	1.00	0.00	400.00
Rosehaven	817-10-011	400.00	2.00	0.00	800.00
Rosehaven	817-10-012	400.00	1.00	0.00	400.00
Rosehaven	817-10-013	400.00	1.00	0.00	400.00
Rosehaven	817-10-014	400.00	1.00	0.00	400.00
Rosehaven	817-10-015	400.00	1.00	0.00	400.00
Rosehaven	817-10-016	400.00	1.00	0.00	400.00
Rosehaven	817-10-017	400.00	1.00	0.00	400.00
Rosehaven	817-10-018	400.00	1.00	0.00	400.00
Rosehaven	817-10-019	400.00	1.00	0.00	400.00
Rosehaven	817-10-020	400.00	1.00	0.00	400.00
Rosehaven	817-10-021	400.00	2.00	0.00	800.00
Rosehaven	817-10-022	400.00	1.00	0.00	400.00
Rosehaven	817-10-023	400.00	1.00	0.00	400.00
Rosehaven	817-10-024	400.00	1.00	0.00	400.00
Rosehaven	817-10-025	400.00	1.00	0.00	400.00
Rosehaven	817-10-026	400.00	2.00	0.00	800.00
Rosehaven	817-10-027	400.00	1.00	0.00	400.00
Rosehaven	817-10-028	400.00	1.00	0.00	400.00
Rosehaven	817-10-029	400.00	1.00	0.00	400.00
Sandalwood	728-11-027	450.00	1.00	0.00	450.00
Sandalwood	728-11-028	450.00	1.00	0.00	450.00
Sandalwood	728-11-029	450.00	1.00	0.00	450.00
Sandalwood	728-11-030	450.00	1.00	0.00	450.00
Sandalwood	728-11-031	450.00	1.00	0.00	450.00
Sandalwood	728-11-032	450.00	1.00	0.00	450.00
Sandalwood	728-11-033	450.00	1.00	0.00	450.00
Sandalwood	728-11-034	450.00	1.00	0.00	450.00
Sandalwood	728-11-035	450.00	1.00	0.00	450.00
Sandalwood	728-11-036	450.00	1.00	0.00	450.00
Sandalwood	728-11-037	450.00	1.00	0.00	450.00
Sparhawk	764-31-025	334.00	1.00	0.00	334.00
Sparhawk	764-31-026	334.00	1.00	0.00	334.00
Sparhawk	764-31-027	334.00	1.00	0.00	334.00
Sparhawk	764-31-028	334.00	1.00	0.00	334.00
Sparhawk	764-31-029	334.00	1.00	0.00	334.00
Sparhawk	764-31-030	334.00	1.00	0.00	334.00

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2022/23 Assessment [1]
Sparhawk	764-31-031	334.00	1.00	0.00	334.00
Sparhawk	764-31-032	334.00	1.00	0.00	334.00
Sparhawk	764-31-033	334.00	1.00	0.00	334.00
Sparhawk	764-31-034	334.00	1.00	0.00	334.00
Sparhawk	764-31-035	334.00	1.00	0.00	334.00
Sparhawk	764-31-036	334.00	1.00	0.00	334.00
Sparhawk	764-31-037	334.00	1.00	0.00	334.00
Sparhawk	764-31-038	334.00	1.00	0.00	334.00
Sparhawk	764-31-039	334.00	1.00	0.00	334.00
Sparhawk	764-31-040	334.00	1.00	0.00	334.00
Sparhawk	764-31-041	334.00	1.00	0.00	334.00
Sparhawk	764-31-042	334.00	1.00	0.00	334.00
Stone Creek	726-06-016	388.46	1.00	0.00	388.46
Stone Creek	726-06-017	388.46	1.00	0.00	388.46
Stone Creek	726-06-018	388.46	1.00	0.00	388.46
Stone Creek	726-06-019	388.46	1.00	0.00	388.46
Stone Creek	726-06-020	388.46	1.00	0.00	388.46
Stone Creek	726-06-021	388.46	1.00	0.00	388.46
Stone Creek	726-06-022	388.46	1.00	0.00	388.46
Stone Creek	726-06-023	388.46	1.00	0.00	388.46
Stone Creek	726-06-024	388.46	1.00	0.00	388.46
Stone Creek	726-06-025	388.46	1.00	0.00	388.46
Stone Creek	726-06-026	388.46	1.00	0.00	388.46
Stone Creek	726-06-027	388.46	1.00	0.00	388.46
Stone Creek	726-06-028	388.46	1.00	0.00	388.46
Stone Creek	726-06-029	388.46	1.00	0.00	388.46
Stone Creek	726-06-030	388.46	1.00	0.00	388.46
Stone Creek	726-06-034	388.46	1.00	0.00	388.46
Stone Creek	726-06-035	388.46	1.00	0.00	388.46
Stone Creek	726-06-036	388.46	1.00	0.00	388.46
Stone Creek	726-06-037	388.46	1.00	0.00	388.46
Stone Creek	726-06-038	388.46	1.00	0.00	388.46
Stone Creek	726-06-044	388.46	1.00	0.00	388.46
Stone Creek	726-06-045	388.46	1.00	0.00	388.46
Stone Creek	726-06-046	388.46	1.00	0.00	388.46
Stone Creek	726-06-047	388.46	1.00	0.00	388.46
Stone Creek	726-06-048	388.46	1.00	0.00	388.46
Stone Creek	726-06-049	388.46	1.00	0.00	388.46
Stone Creek	726-06-050	388.46	1.00	0.00	388.46
Stone Creek	726-06-051	388.46	1.00	0.00	388.46
Stone Creek	726-06-052	388.46	1.00	0.00	388.46
Stone Creek	726-06-053	388.46	1.00	0.00	388.46
Stone Creek	726-06-054	388.46	1.00	0.00	388.46

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2022/23
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2022/23 Assessment [1]
Stone Creek	726-06-055	388.46	1.00	0.00	388.46
Stone Creek	726-06-056	388.46	1.00	0.00	388.46
Stone Creek	726-06-057	388.46	1.00	0.00	388.46
Stone Creek	726-06-058	388.46	1.00	0.00	388.46
Sunnyside/Stonegate	773-31-034	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-035	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-036	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-037	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-038	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-039	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-040	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-043	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-044	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-045	375.00	1.00	0.00	375.00
Totals:			**748.00**	**($2.10)**	**$198,648.28**

(1) Amounts placed on the tax roll must be rounded down to an even number. The Assessment includes the rounding adjustment.

7. HISTORICAL ASSESSMENT RATES

The historical assessment rates per Zone are identified on the following pages.

City of Morgan Hill
Landscape Assessment District No. 1
Actual Historical Assessment Rates Per Zone

Zone	Belle Estates	Chang/Bertelone	Conte Gardens	Diana Estates	Fox Hollow / Murphy Sp.	Hamilton Square	Jackson Meadows #6	Jackson Meadows #7	La Grande Estates	Lacrosse/Gera
Annexation Number	93-03	93-05	92-10	94-01	Original	94-03	93-06	91-03	95-03	91-04
Original Rate	$502.22	$1,215.00	$477.82	$139.39	$106.15	$425.54	$108.10	$314.58	$88.00	$142.99
Unit Count	**36**	**8**	**11**	**64**	**75**	**38**	**70**	**10**	**32**	**24**
1991/92	-	-	-	$139.39	-	-	-	$314.58	-	$142.99
1992/93	-	-	-	-	-	-	-	-	-	-
1993/94	-	-	-	69.80	-	-	-	77.35	-	8.93
1994/95	-	-	-	69.80	$106.15	-	-	77.35	-	8.93
1995/96	$502.00	$1,215.00	$285.98	54.14	79.92	$425.54	$108.10	88.66	-	8.93
1996/97	71.00	8.93	477.82	21.94	49.11	214.08	76.04	194.70	-	8.93
1997/98	71.00	8.93	477.82	21.94	49.11	214.08	76.04	194.70	-	8.93
1998/99	71.00	8.93	477.82	21.94	49.11	214.08	76.04	194.70	-	8.93
1999/00	147.81	8.93	477.82	81.03	49.11	399.71	108.10	314.50	$88.00	8.93
2000/01	147.81	8.93	477.82	81.03	49.11	399.71	108.10	314.50	88.00	8.93
2001/02	147.80	8.92	477.82	54.80	49.10	399.70	86.38	314.50	88.00	8.92
2002/03	147.80	8.92	477.82	70.00	101.10	399.70	104.18	314.50	88.00	8.92
2003/04	175.00	8.92	477.82	80.00	101.10	399.70	104.18	314.50	88.00	8.92
2004/05	180.00	8.92	477.82	80.00	101.10	399.70	108.10	314.50	88.00	8.92
2005/06	180.00	94.92	477.82	105.00	141.10	399.70	108.10	314.50	88.00	8.92
2006/07	180.00	94.92	477.82	105.00	141.10	399.70	108.10	314.50	88.00	8.92
2007/08	194.00	94.92	477.82	135.00	141.10	399.70	108.10	314.50	88.00	8.92
2008/09	234.00	94.92	477.82	139.39	149.69	425.54	108.10	314.50	88.00	130.00
2009/10	234.00	200.00	477.82	139.39	149.69	425.54	108.10	314.50	88.00	130.00
2010/11	234.00	300.00	477.82	139.39	149.69	425.54	108.10	314.50	88.00	130.00
2011/12	282.00	400.00	477.82	139.39	168.48	425.54	108.10	314.50	88.00	50.00
2012/13	282.00	400.00	477.82	139.39	173.53	425.54	98.10	140.00	88.00	50.00
2013/14	320.00	500.00	477.82	139.39	173.53	425.54	98.10	140.00	88.00	50.00
2014/15	320.00	500.00	477.82	139.39	173.53	425.54	98.10	140.00	88.00	50.00
2015/16	320.00	550.00	400.00	139.39	173.53	425.54	108.00	140.00	88.00	50.00
2016/17	320.00	550.00	400.00	139.39	173.53	425.54	108.00	100.00	88.00	50.00
2017/18	320.00	550.00	400.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2018/19	320.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2019/20	320.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2020/21	320.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2021/22	320.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2022/23	310.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00

City of Morgan Hill
Landscape Assessment District No. 1
Actual Historical Assessment Rates Per Zone

Zone	Llagas Creek Estates	Llagas/Obata	Mill Creek	Oak Creek	Parsons Corner	Rose Haven	Sandalwood	Sparhawk	Stone Creek	Sunnyside / Stone Gate
Annexation Number	91-05	91-07	93-01	94-04	95-02	95-01	96-01	91-06	94-02	91-01
Original Rate	$140.84	$629.16	$186.82	$453.82	$568.32	$488.47	$192.39	$174.77	$306.66	$449.40
Unit Count	**71**	**5**	**84**	**119**	**10**	**27**	**11**	**18**	**35**	**10**
1991/92	$140.85	$629.16	-	-	-	-	-	$174.77	-	$449.40
1992/93	-	-	-	-	-	-	-	-	-	-
1993/94	19.13	335.37	-	-	-	-	-	93.03	-	15.05
1994/95	19.13	15.05	-	-	-	-	-	308.84	-	15.04
1995/96	76.60	15.05	$186.82	$453.82	-	-	-	226.46	$306.66	15.04
1996/97	59.54	8.93	64.57	47.67	$568.32	$488.47	-	147.33	146.66	8.93
1997/98	59.54	8.93	64.57	47.67	457.40	189.73	-	147.33	146.66	8.93
1998/99	59.54	8.93	64.57	337.09	457.40	189.73	-	147.33	146.66	8.93
1999/00	140.85	8.93	95.83	320.52	457.40	189.73	$192.36	147.33	275.00	8.93
2000/01	140.85	8.93	158.64	245.16	457.40	189.73	192.36	147.33	275.00	8.93
2001/02	105.86	8.92	158.64	150.00	457.40	189.72	192.36	147.32	275.00	8.92
2002/03	140.00	8.92	182.64	250.00	300.00	300.00	192.36	147.32	275.00	275.00
2003/04	140.00	8.92	120.00	300.00	300.00	300.00	192.36	147.32	275.00	192.50
2004/05	140.00	8.92	120.00	300.00	300.00	300.00	192.36	147.32	306.66	192.50
2005/06	190.00	53.92	138.00	300.00	430.00	300.00	192.36	202.32	306.66	332.50
2006/07	190.00	53.92	138.00	300.00	430.00	300.00	192.36	202.32	306.66	332.50
2007/08	190.00	53.92	168.00	300.00	460.00	330.00	192.36	208.38	306.66	332.50
2008/09	195.70	53.92	186.82	300.00	460.00	370.00	192.36	214.64	306.66	332.50
2009/10	195.70	53.92	186.82	300.00	460.00	370.00	192.36	214.64	306.66	332.50
2010/11	195.70	53.92	186.82	300.00	460.00	370.00	192.36	214.64	306.66	332.50
2011/12	195.70	53.92	186.82	350.00	250.00	450.00	192.36	241.58	306.66	332.50
2012/13	195.70	53.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	332.50
2013/14	233.67	53.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	412.50
2014/15	233.67	53.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	412.50
2015/16	233.67	143.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	375.00
2016/17	233.67	143.92	186.82	350.00	250.00	488.00	192.36	248.82	388.46	375.00
2017/18	233.67	143.92	186.82	350.00	250.00	488.00	192.36	248.82	388.46	375.00
2018/19	233.67	400.00	186.82	350.00	250.00	400.00	450.00	248.82	388.46	375.00
2019/20	233.67	400.00	186.82	350.00	0.00	400.00	450.00	248.82	388.46	375.00
2020/21	233.67	400.00	285.00	350.00	0.00	400.00	450.00	248.82	388.46	375.00
2021/22	233.67	400.00	285.00	350.00	0.00	400.00	450.00	248.82	388.46	375.00
2022/23	233.67	400.00	285.00	425.00	0.00	400.00	450.00	334.00	388.46	375.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE CITY OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2022/23

WHEREAS, the City Council of the Morgan Hill (hereafter referred to as the "City Council") previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City of Morgan Hill (the "City") Fox Hollow/Murphy Springs Landscape Assessment District and has by previous resolution changed the name to the City of Morgan Hill Landscape Assessment District No. 1 (the "Assessment District"); and,

WHEREAS, the City has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE COUNCIL, AS FOLLOWS:

1. **Annual Report:** The City Council hereby orders NBS to prepare and file with the City Clerk the Annual Report concerning the levy and collection of assessments within the Assessment District for the fiscal year commencing July 1, 2022 and ending June 30, 2023.

2. **New Improvements or Changes to Existing Improvements:** There are no changes to existing improvements, nor are there any items being added to the list of improvements previously approved at the formation of the Assessment District.

PASSED, APPROVED AND ADOPTED by the City Council of Morgan Hill at a regular meeting held on the 4th day of May 2022.

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

APPROVED: **ATTEST:**

_____ _____

RICH CONSTANTINE, Mayor **MICHELLE BIGELOW, City Clerk**

CERTIFICATION

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. ____, adopted by the City Council at the meeting held on May 4, 2022.

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

DATE:_____ _____

Michelle Bigelow, CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL, APPROVING THE ANNUAL REPORT FOR THE CITY OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2022/23

WHEREAS, the City Council of the City of Morgan Hill (hereafter referred to as the "City Council") previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City of Morgan Hill's (the "City") Fox Hollow/Murphy Springs Landscape Assessment District and has by previous resolution changed the name to the City of Morgan Hill Landscape Assessment District No. 1 (the "Assessment District"); and,

WHEREAS, the City has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report; and

WHEREAS, the City Council has, by previous resolution, ordered NBS to prepare and file such Annual Report; and

WHEREAS, NBS has prepared and filed such Annual Report with the City Clerk.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE COUNCIL, AS FOLLOWS:

1. **Approval of Report:** The City Council approves the Annual Report concerning the levy of assessments for the fiscal year commencing July 1, 2022 and ending June 30, 2023.

PASSED, APPROVED AND ADOPTED by the City Council of Morgan Hill at a regular meeting held on the 4th day of May 2022.

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

APPROVED: **ATTEST:**

_____ _____

RICH CONSTANTINE, Mayor **MICHELLE BIGELOW, City Clerk**

CERTIFICATION

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. ____, adopted by the City Council at the meeting held on May 4, 2022.

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

DATE:_____ _____

Michelle Bigelow, CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE CITY OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2022/23

WHEREAS, the City Council of the City of Morgan Hill (hereafter referred to as the "City Council") previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City of Morgan Hill (the "City") Fox Hollow/Murphy Springs Landscape Assessment District and has by previous resolution changed the name to the City of Morgan Hill Landscape Assessment District No. 1 (the "Assessment District"); and

WHEREAS, the City has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE COUNCIL, AS FOLLOWS:

1. **Intention:** The City Council hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the Improvements for the fiscal year commencing July 1, 2022 and ending June 30, 2023. The City Council finds that the public's best interest requires such action.

2. **Improvements:** The Improvements include, but are not limited to: ground cover, shrubs, plants and trees, irrigation and drainage systems, graffiti removal, entry monuments, and associated appurtenant facilities. Services provided include all necessary service, operations, administration and maintenance required to keep the above mentioned improvements in a healthy, vigorous and satisfactory condition.

3. **Assessment District Boundaries:** The boundaries of the Assessment District are as shown by the assessment diagram filed in the office of the City Clerk, which assessment diagram is made a part hereof by reference.

4. **Annual Report:** Reference is made to the Annual Report prepared by NBS, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District and the zones therein, and the proposed assessments upon assessable lots and parcels of land within the Assessment District.

5. **Notice of Public Hearing:** The City Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with Section 22629 of the Act. All objections to the assessment, if any, will be considered by the Council. The Public Hearing will be held on **Wednesday June 1, 2022 at 7:00 PM** or as soon

thereafter as is feasible in a virtual online meeting. The City Council further orders the City Clerk to publish notice of this resolution in accordance with Section 22626 of the Act.

6. **Increase of Assessment:** The maximum assessment is not proposed to increase from the previous year maximum assessment above what was previously approved by the property owners (as "increased assessment" is defined in Section 54954.6 of the Government Code).

PASSED, APPROVED AND ADOPTED by the City Council of Morgan Hill at a regular meeting held on the 4th day of May 2022.

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

APPROVED: **ATTEST:**

_____ _____
RICH CONSTANTINE, Mayor **MICHELLE BIGELOW, City Clerk**

CERTIFICATION

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. ____, adopted by the City Council at the meeting held on May 4, 2022.

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

DATE:_____ _____
Michelle Bigelow, CITY CLERK