Record at the Request of
and When Recorded Mail to:

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

Record at No Fee Pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, pursuant to Civil Code Section 9204, that:

1) On June 15, 2016, the City of Morgan Hill, a Municipal Corporation, entered to a contract with Monterey Peninsula Engineering for the East Dunne Avenue Water Main Project located along the East Dunne Avenue from the East Dunne Booster Station to approximately 150 feet east of Flaming Oak Lane in Morgan Hill.

2) The owner of said property is the City of Morgan Hill, a Municipal Corporation, located at 17575 Peak Avenue, Morgan Hill, CA 95037, and is the owner of said property in fee simple.

3) The contractor is Monterey Peninsula Engineering located at 192 Healy Avenue, Marina, CA 93933.

4) The surety is "The Continental Insurance Company".

5) The project was completed on March 14, 2017 and accepted by the City Council of the City of Morgan Hill on April 5, 2017.

CITY OF MORGAN HILL, a Municipal Corporation
By_____
Karl Bjarke
Public Works Director

I, the undersigned, declare that I am the Public Works Director for the City of Morgan Hill. I have read the forgoing Notice of Completion and know and understand the contents thereof and that the facts stated therein are true and correct. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, at Morgan Hill, California.

_____
Karl Bjarke
Public Works Director

Record at the Request of
and When Recorded Mail to:

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

Record at No Fee Pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, pursuant to Civil Code Section 9204, that:

1) On **April 2, 2015**, the City of Morgan Hill, a Municipal Corporation, entered into a contract with **MH VENTURA INVESTORS LLC** for the **VENTURA – TRACT NO. 10274** subdivision project located on the northeast end of Ventura Drive, Morgan Hill, California.

2) The owner of the subdivision public improvements is the City of Morgan Hill, a Municipal Corporation, located at 17575 Peak Avenue, Morgan Hill, CA 95037

3) The contractor is **MH VENTURA INVESTORS LLC**,385 Woodview Avenue, Morgan Hill, CA 95037.

4) The surety is **Developers Surety and Indemnity Company**.

5) The project was completed on **March 10, 2017** and accepted by the City Council of the City of Morgan Hill on **April 5, 2017**.

CITY OF MORGAN HILL, a Municipal Corporation
By_____
Karl Bjarke
Public Works Director

I, the undersigned, declare that I am the Public Works Director for the City of Morgan Hill. I have read the forgoing Notice of Completion and know and understand the contents thereof and that the facts stated therein are true and correct. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, at Morgan Hill, California.

_____
Karl Bjarke
Public Works Director

Record at the Request of
and When Recorded Mail to:

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

Record at No Fee Pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, pursuant to Civil Code Section 9204, that:

1) On August 5, 2014, the City of Morgan Hill, a Municipal Corporation, entered into a contract with Northern Underground Construction, Inc. for the Monterey Undergrounding Utilities Project located at Monterey Road between Dunne Avenue and 500' South of Spring Avenue.

2) The owner of said property is the City of Morgan Hill, a Municipal Corporation, located at 17575 Peak Avenue, Morgan Hill, CA 95037, and is the owner of said property in fee simple.

3) The contractor is Northern Underground Construction, Inc. located at 6980 Santa Teresa Blvd #205 San Jose, CA 95139.

4) The surety is The Guarantee Company of North America USA.

5) The project was completed on January 13, 2017 and accepted by the City Council of the City of Morgan Hill on April 5, 2017.

CITY OF MORGAN HILL, a Municipal Corporation
By_____
Karl Bjarke
Public Works Director

I, the undersigned, declare that I am the Public Works Director for the City of Morgan Hill. I have read the forgoing Notice of Completion and know and understand the contents thereof and that the facts stated therein are true and correct. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, at Morgan Hill, California.

_____
Karl Bjarke
Public Works Director

Item # 12
AGENDA DATE: 04/05/17
SUPPLEMENTAL # 1

From: D. Muirhead
To: Angie Gonzalez; Michelle Wilson
Subject: Morgan Hill City Council Meeting April 05, 2017 Item #12: BTPR environmental document
Date: Monday, April 03, 2017 8:08:54 PM

Comments for the Public Record submitted by
Doug Muirhead, a resident of Morgan Hill, for:
Morgan Hill City Council
Meeting April 05, 2017
Item #12: Prepare environmental document for
Bikeways, Trails, Parks and Recreation Master Plan Update

Dear Morgan Hill City Council,

Staff is recommending the preparation of an addendum to the City's General Plan Environmental Impact Report for the BTPR MP.

In the Exhibit B to Second Amendment (#12.a), MIG Scope of Work for the preparation of an environmental document includes
Factors that Would Trigger an Increase in Cost.
In addition to the four listed factors, the City should add a case for responsibilities if the submitted environmental document is deemed inadequate by a responsible agency such as the Local Agency Formation Commission (LAFCO).

Although you rejected the proposal from Placeworks (the consultant who updated the City's General Plan) based on cost, you should not do further business with that firm regarding the General Plan.

While the City remains silent on the August 2016 decision by LAFCO to sue over inadequacies with the Environmental Impact Report (EIR) for the 2035 General Plan, City staff spent an unspecified amount of time under multiple tolling agreements from August 25 until City Attorney Larkin signed a settlement agreement on Jan 23, 2017.

Only because LAFCO staff has reported on the progress of the potential litigation do we know that the City and LAFCO executed a tolling agreement (suspension of statute of limitations for filing suit) on August 25, extended it on September 29 until December 31, and extended it again on December 19 until February 15. At the LAFCO meeting on February 1, 2017, Agenda Item #10 was the Settlement Agreement between LAFCO and Morgan Hill

Thank you for your consideration,
Doug Muirhead, Morgan Hill

Morgan Hill City Council Meeting – April 5, 2017

Agenda Item:

Galvan Park Handball Court Project

Policy Consideration

Since the budget estimate for the Galvan Park Handball Court Project is now $655,000, should the City:

- Move forward with the project and reduce the number of courts from three to two and allocate an additional $270,000 from the Park Impact Fund (for a proposed budget of $525,000)

Policy Consideration (Cont'd)

- Move forward with the current design of the project and allocate an additional $400,000 from the Park Impact Fund; or

- Eliminate the Galvan Park Handball Court Project and use the existing Community Development Block and Housing Related Park Grant Funds for security lighting improvements.

Project Location

Background

- Completed several improvements to the existing Galvan Park through funding from the Community Development Block Grant (CDBG) funds.

- Through community meetings and adjacent neighborhood outreach efforts, a high priority improvement at Galvan Park was the relocation of the Handball Courts.

Background (Cont'd)

- With new fencing and lighting, the Neighborhood believes the proposed handball court would create a friendlier environment and encourage play.

- The proposed handball court would include two courts, doubling the use of the existing handball court.

- These would be the only handball courts available in the entire City.

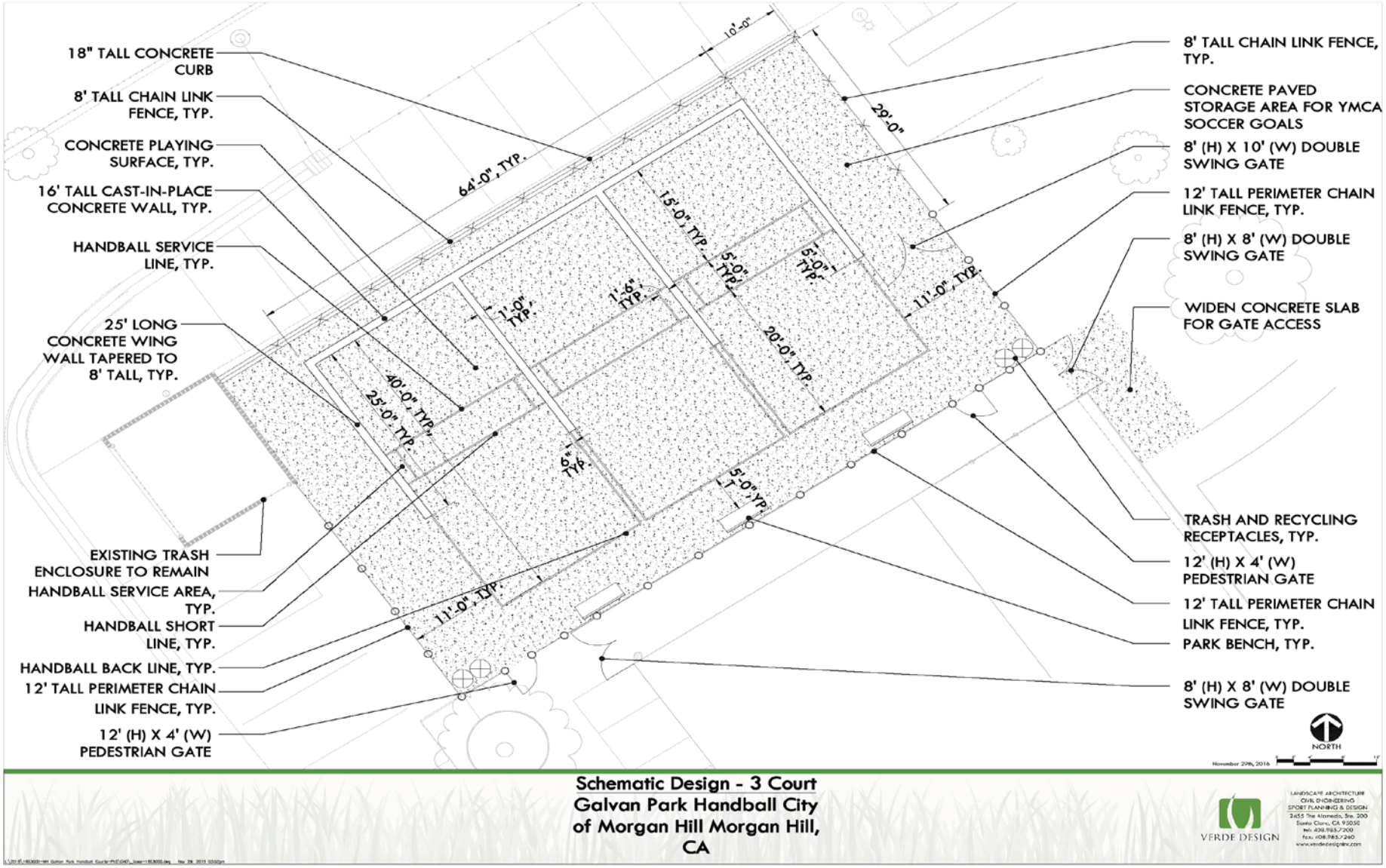
Background (Cont'd)

- On February, 2016, the Galvan Handball Court Project was recommended through the Parks and Recreation Commission.

- On November 2, 2016, City Council approved the project for Galvan Park Handball Court with an estimated budget of $440,000.

- This project included $181,000 in grant funds.

Project Scope



Cost Estimate

The 95% design budget estimate is at $655,000:

- Higher construction costs in general.
- Increased size of walls/footings to meet official handball court regulations.

Council Options

- Value Engineer the project for a proposed budget of $525,000.
- Move forward with the current plan design of the project with a budget of $655,000.
- Eliminate or postpone the Galvan Park Handball Court Project and use the existing project budget for security lighting improvements.

Recommendation

- Value Engineer the project to reduce the number of courts from three to two.

- Estimated additional appropriation of $270,000 from the park impact fund (for a proposed budget of $525,000).

AAE2017-0001: E. Dunne - Leung

Request

Development Agreement Amendment to extend the commence construction deadline to September 30, 2017.

Commission Action

Planning Commission approved 6-month extension on March 14, 2017.

AAE2017-0001: E. Dunne - Leung

Application Processing

- Project incomplete from April 2014-August 2015
- Tentative Map Approved October 2015
- Development Agreement Approved November 2015
- Public Works comments provided June 2016
- Improvement Plans submitted for recheck October 2016
- Site Review incomplete from June 2015-January 2017

AAE2017-0001: E. Dunne - Leung

Measure S – Section 18.78.170.F (Extensions - Eligibility Criteria)

- Commission may approve extension *only* when the City or other public agency is responsible for a delay in the issuance of building permits or granting approvals required to exercise the allotments or due to severe acts of nature

- Commission may *not* approve an extension for any other reason, including but not limited to difficulties obtaining financing, changes to the project not required by the City or other public agencies, applicant delays responding to requests from the City or other public agency, personal circumstances of the applicant, or changes in property ownership.

Planning Commission Approved

DEVELOPMENT SCHEDULE

MMC-13-20 Dunne-Leung

FY 2015-2016, 6 allotments

I.	**SUBDIVISION APPLICATION**		
	Applications Filed:		10-13-15
II.	**SITE REVIEW APPLICATION**		
	Submit Application:		06-11-15
III.	**FINAL MAP SUBMITTAL**		
	Map, Improvements Agreement and Bonds:		
	FY 2015-16, 6 units		12-30-15
IV.	**BUILDING PERMIT SUBMITTAL**		
	Submit plans to Building Division for plan check:		
	FY 2015-16, 6 units	~~02-28-16~~	04-28-17
V.	**RECORD FINAL MAP**		07-31-17 (Hard deadline)
VI.	**BUILDING PERMITS**		
	Obtain Building Permits:		
	FY 2015-16, 6 units	~~01-31-17~~	06-30-17 (Hard deadline)
VII.	**COMMENCE CONSTRUCTION:**		
	FY 2015-16, 6 units	~~03-30-17~~	09-30-17

April 19, 2017
Potential Discussion items:

- Administrative authority to sign Development Agreement Amendments (DAAs)
- Modifying the municipal code to ensure the Council has final authority in granting all extensions, not just those appealed to the Council
- Make extension requests a City Council decision only with an alternative type of agreement

City Council – April 5, 2017: Agenda Item # 17

Item # 17
AGENDA DATE: 04/05/17
SUPPLEMENTAL # 1

Nicole Grave
PO Box 351 Morgan Hill, CA 95038
408-607-0525
ngatepi@gmail.com

April 3 , 2017

City of Morgan Hill
Development Services Department
Jim Rowe, Project Planner
17555 Peak Avenue
Morgan Hill, CA 95037

RE: SR2017-0002; W. Dunne-Gera

After reviewing the documents provided to me in regards to the above referenced project, I have the following comments and concerns.

When reading this letter you must take into account all the other communications I have had with the City of Morgan Hill regarding this proposed development. I have been trying to articulate my concerns regarding this project for far too long to both the City of Morgan Hill and the Developer. As I have said from the beginning, I am not opposed to the project. What I am opposed to is the City of Morgan Hill allowing the developer to flood/pond my property.

As I have said before the elevations provided on the grading plans are not true original grade. The numbers do not coincide with the numbers I hold from my top maps. As proposed the elevation difference between the rear of my lot and the proposed ad rim closest is three to four feet difference. All I am asking is that the developer account for all the run on to the development from my property. These proposed plans can not account for my run on.

Last year I formally notified the City of Morgan Hill that the developer created an illegal berm along the north-east property line of the development. The City choose not to do a damn thing about it. So, on January 8th of this year, the rear of my property had flooding/ponding. The City of Morgan Hill's decision not to contact the SWRCB as I requested, has proven to be a mistake. Attached to this email are photos of this occurrence.

Ultimately, it is the City of Morgan Hill's responsibility to both protect me and to insure the developer is acting responsibly. I have been more than forthcoming with my concerns. I will **not** be responsible for any hold-ups of this project due to the City of Morgan Hill's lack of due diligence.

As I have said, the City of Morgan Hill will be held responsible. Everyone involved in this project has been less then forthcoming, honest or transparent from the beginning. I use the term Developer loosely because the names on project documents have changed so many times, there are too many names to

list. The lack of transparency across the board is typically egregious. I am still waiting for documents regarding this project that I requested from the City of Morgan Hill, ***last year***. I also requested a view of the proposed rear elevation regarding grade along fence line along the north boundary of the project site. No response has been received. In addition, once again the developer was out on the property in recent days engaging in illegal construction activities on this project without a permit.

So many things regarding this development have been questionable. I currently have a two-page list of items that were either mishandled, misrepresented, inappropriately documented or posted, swept under the table and so on. I have extended the City of Morgan Hill enough time to do the right thing regarding this proposed development. The City of Morgan Hill must prevent further damage to my property by insuring the drainage design of this development takes into account the run on from my property.

I am willing to meet with the City of Morgan Hill and the developer to get details, as I have always been.

I promise you, the City of Morgan Hill will not benefit from this project at the expense of my property.

In closing, I would like a copy of the hydraulic study performed for this project and I would like more detail of the overland storm drainage release that is proposed to release upon an adjacent property.

In addition, I would like this letter and photos to be publicly available for review on this project. I would also like this letter and photos distributed to all planning commissioners, city council members and development services staff.

Nicole Grave, Homeowner

CITY OF MORGAN HILL

Special - Regular Meeting Agenda

City Council

Steve Tate - Mayor
Larry Carr - Mayor Pro Tem
Rich Constantine - Council Member
Caitlin Jachimowicz - Council Member
Rene Spring - Council Member

Wednesday, April 5, 2017 6:30 PM

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

SPECIAL/REGULAR MEETING

(6:30 P.M. Closed Session/ 7:00 P.M. Regular Meeting)

A Special Meeting of the City Council is called at 6:30 p.m. for the purpose of conducting a closed session.

SPECIAL MEETING

6:30 P.M.

CALL TO ORDER

Mayor Tate

ROLL CALL ATTENDANCE

Deputy City Clerk Wilson

DECLARATION OF POSTING AGENDA

Deputy City Clerk Wilson

CLOSED SESSION

OPPORTUNITY FOR PUBLIC COMMENT

ADJOURN TO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to: Government Code Section 54956.9(d)(2)

Number of Cases: One (1)

CLOSED SESSION ANNOUNCEMENT

RECONVENE

REGULAR MEETING

7:00 P.M.

The City Council has adopted a policy that regular meetings shall not continue beyond 11:00 p.m. unless extended by a majority of the City Council.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Council Member Jachimowicz

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

OTHER REPORTS

RECOGNITIONS

Library Culture & Arts Commissioners:

Bonnie Williams

Cassie Castleberry

Cecilia Clark

PUBLIC COMMENT

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. (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

1. 1085 : ACCEPTANCE OF EAST DUNNE AVENUE WATER MAIN

Recommendation:

1. Accept as complete the East Dunne Avenue Water Main Project in the final amount of $1,558,248;
2. Authorize the Public Works Director to sign the attached Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

2. ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS FOR VENTURA - TRACT NO. 10274

Recommendation:

Approve a resolution:

1. Accepting the subdivision public improvements for Ventura – Tract No. 10274;
2. Authorizing the Public Works Director to sign a Notice of Completion; and
3. Directing the City Clerk to file the Notice of Completion with the Recorder of Santa Clara County.

3. ACCEPTANCE OF MONTEREY UNDERGROUNDING UTILITIES PROJECT

Recommendation:

1. Accept as complete the Monterey Undergrounding Utilities Project in the final amount of $1,111,901;
2. Authorize the Public Works Director to sign the attached Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

4. AWARD CONSULTANT AGREEMENT TO CSG CONSULTANTS FOR UTILITY INFRASTRUCTURE PROGRAM MANAGEMENT SERVICES

Recommendation:

1. Award Consultant Agreement to CSG Consultants to provide Utility Infrastructure Program Management Services for a not to exceed amount of $729,600, and
2. Authorize the City Manager to execute and administer a Consultant Agreement with CSG consultants for Utility Infrastructure Program Management.

5. APPROVE SECOND AMENDMENT TO BURR PLUMBING AND PUMPING, INC. AGREEMENT

Recommendation:

Approve the Second Amendment to the Maintenance Services Agreement with Burr Plumbing and Pumping, Inc.

6. APPROVE STATE OF CALIFORNIA, OFFICE OF EMERGENCY SERVICES' UNIVERSAL RESOLUTION OF DESIGNATING APPLICANT'S AGENT FOR DISASTER ASSISTANCE

Recommendation:

1. Designate City Manager, Finance Director, or Accounting Manager to submit for Disaster Assistance to the State of California, Office of Emergency Services, for the purpose of obtaining certain federal financial assistance; and
2. Direct the City Clerk to certify the Designation of Applicant’s Agency Resolution to the State of California, Office of Emergency Services.

7. ADOPT RESOLUTION AUTHORIZING A CAL FIRE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM CALIFORNIA CLIMATE INVESTMENTS GRANT PROGRAM PROJECT APPLICATION

Recommendation:

Adopt resolution authorizing staff to prepare and submit a CAL FIRE Urban and Community Forestry California Climate Investments (CCI) Grant Application to CAL FIRE for the development of an urban forest management plan and associated tree planting along Butterfield Boulevard, Dunne Avenue, and the Outdoor Sports Center, and authorize the City Manager to negotiate and execute the CAL FIRE grant agreement.

8. APPROVE CITY SPONSORSHIP OF 2017 MORGAN HILL COMMUNITY FOUNDATION'S PHILANTHROPY DAY EVENT AT THE COMMUNITY AND CULTURAL CENTER

Recommendation:

Authorize the City Manager to waive the rental fee for the use of the Community and Cultural Center for the Morgan Hill Community Foundation’s Philanthropy Day Event on November 17, 2017.

9. TERMINATE CONSTRUCTION CONTRACT FOR THE MONTEREY ROAD SEWER VAULT COATING PROJECT

Recommendation:

1. Terminate construction contract for the Monterey Road Sewer Vault Coating Project; and
2. Authorize the City Manager to administer the termination of the contract with Ellison Environmental, Inc. for the Monterey Road Sewer Vault Coating Project.

10. COLLABORATION BETWEEN CITY COUNCIL AND MORGAN HILL YOUTH ACTION COUNCIL

Recommendation:

Receive follow-up report on November 2, 2016 City Council and Youth Action Council workshop.

11. RECOMMENDATION BY THE LIBRARY, CULTURE AND ARTS COMMISSION TO FUND A PUBLIC ART MASTER PLAN

Recommendation:

City Staff recommends that a potential Public Art Master Plan be considered during the Fiscal Year 2018-2019 and 2019-2020 budget cycle.

12. CONTRACT AMENDMENT TO PERFORM ENVIRONMENTAL REVIEW FOR BIKEWAYS, TRAILS, PARKS AND RECREATION MASTER PLAN UPDATE

Recommendation:

Authorize the City Manager to execute an amendment to the consultant agreement with Moore Iacofano Goltsman, Inc (MIG, Inc.), increasing the scope of services to include preparation of an environmental document for the Bikeways, Trails, Parks and Recreation Master Plan Update.

13. MINUTES OF SPECIAL - REGULAR MEETING MEETING HELD MARCH 15, 2017

Recommendation:

Approve Minutes.

OTHER BUSINESS

14. CONCEPTUAL DESIGN FOR THE LIBRARY EXPANSION PROJECT

Recommendation:

Receive presentation on the Library Expansion Project conceptual design and provide input as necessary.

Estimated Time: 20 minutes

15. DIRECTION ON GALVAN PARK HANDBALL COURT DESIGN

Recommendation:

Direct staff to proceed in value engineering the Galvan Park Handball Court Project to two adjacent handball courts.

Estimated Time: 15 Minutes

16. RAPID REHOUSING, HOMELESS PREVENTION, AND OUTREACH SERVICES IN PARTNERSHIP WITH THE COUNTY OF SANTA CLARA

Recommendation:

Authorize the City Manager to enter into an agreement with the County of Santa Clara Office of Supportive Housing for Homeless Services.

Estimated Time: 10 Minutes

PUBLIC HEARING

17. EXTENSION OF TIME, AAE2017-0001: DUNNE - LEUNG: DEVELOPMENT AGREEMENT AMENDMENT EXTENSION FOR A SIX LOT SUBDIVISION. THE PROPERTY IS LOCATED ON THE NORTHEASTERLY CORNER OF EAST DUNNE AVENUE AND HILL ROAD (APN 728-11-026)

Recommendation:

1. Open/close public hearing;
2. Waive first and second reading of Development Agreement Amendment Ordinance;
3. Introduce Development Agreement Amendment Ordinance; and
4. Direct staff to return at the April 19, 2017 meeting with a report on allocation extension process.

Estimated Time: 20 Minutes

18. ADOPT RESOLUTION APPROVING A SOLID WASTE RATE ADJUSTMENT FOR 2017

Recommendation:

Adopt resolution approving an adjustment in the maximum allowable solid waste charges effective July 1, 2017.

Estimated Time: 10 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 by 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 michelle.wilson@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 michelle.wilson@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

Morgan Hill is a socially responsible, environmentally conscious, and economically sound community that embraces inclusiveness with participation by all.

CITY COUNCIL ONGOING PRIORITIES

Enhancing Public Safety · Protecting the Environment · Maintaining Fiscal Responsibility · Supporting Our Youth, Seniors, and Entire Community · Fostering a Positive Organizational Culture · Preserving and Cultivating Public Trust · Preserving Our Cultural Heritage

2017 STRATEGIC PRIORITIES

High Speed Rail

Inclusiveness

Infrastructure

Regional Initiatives

Telecommunications

2017 STRATEGIC PRIORITIES:

High Speed Rail

The City of Morgan Hill will directly advocate for our community's needs through our communications, discussions, and decisions. We will continue to engage the community, the High Speed Rail Authority, our state and federal legislators, and other regional agencies to mitigate negative impacts and convey our position that the High Speed Rail Authority should only use the existing Highway 101 right-of-way to avoid all impacts to residents, schools, and businesses. Should the Authority decide the 101 right-of-way is not feasible, we will strongly advocate for the route with the least impact on Morgan Hill.

Inclusiveness

We will celebrate the diversity, history, and culture of our community. Through City Council workshops, community meetings, and researching successes in other communities, the City will listen to and collaborate with the community to define how inclusiveness will be further woven into our community's fabric and to increase public participation. The City's communications, services, public spaces, and projects will embrace all community members as partners, advancing our vision of being a socially responsible community.

Infrastructure

The City will review its streets, parks, and public facilities infrastructure needs initially by updating its 2014 infrastructure study to quantify the funding gap. We will identify potential funding options as ongoing revenue is insufficient to fund our vital community assets at a sustainable level without significantly impacting existing service levels that our community has come to expect. Morgan Hill will actively work with the Valley Transportation Agency, the County, and the State to secure funding for the Santa Teresa extension and road maintenance. We will continue to work closely with our community to inform them of the needs and engage them to find an affordable and sustainable solution.

Regional Initiatives

City Council and staff will focus on influencing regional decisions that benefit Morgan Hill. This regional involvement will include, but not be limited to, partnering with the League of California Cities, Valley Transportation Authority, Santa Clara Valley Water District, Cities Association of Santa Clara County, the City of Gilroy, Santa Clara County, Morgan Hill Unified School District, the Local Agency Formation Commission, the Open Space Authority, and Silicon Valley Clean Energy to advance projects that further Sustainable Morgan Hill.

Telecommunications

The City will collaborate with the private sector to explore ways to provide fast, reliable access and wireless connectivity for residents and businesses. The 2016 Telecommunications Infrastructure and Economic Development Blueprint reports will be the foundation for continuing discussions with broadband providers, public utilities, and other infrastructure service providers in developing an implementation plan for growing our telecommunications infrastructure. The plan will be used to signal Morgan Hill's support for business expansion.

CITY OF MORGAN HILL

Special - Regular Meeting Agenda

City Council

Steve Tate - Mayor
Larry Carr - Mayor Pro Tem
Rich Constantine - Council Member
Caitlin Jachimowicz - Council Member
Rene Spring - Council Member

Wednesday, April 5, 2017 6:30 PM

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

SPECIAL/REGULAR MEETING

(6:30 P.M. Closed Session/ 7:00 P.M. Regular Meeting)

A Special Meeting of the City Council is called at 6:30 p.m. for the purpose of conducting a closed session.

SPECIAL MEETING

6:30 P.M.

CALL TO ORDER

Mayor Tate

ROLL CALL ATTENDANCE

Deputy City Clerk Wilson

DECLARATION OF POSTING AGENDA

Deputy City Clerk Wilson

CLOSED SESSION

OPPORTUNITY FOR PUBLIC COMMENT

ADJOURN TO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to: Government Code Section 54956.9(d)(2)

Number of Cases: One (1)

CLOSED SESSION ANNOUNCEMENT

RECONVENE

REGULAR MEETING

7:00 P.M.

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SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Council Member Jachimowicz

CITY MANAGER'S REPORT

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Library Culture & Arts Commissioners:

Bonnie Williams

Cassie Castleberry

Cecilia Clark

PUBLIC COMMENT

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. (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

1. 1085 : ACCEPTANCE OF EAST DUNNE AVENUE WATER MAIN

Recommendation:

1. Accept as complete the East Dunne Avenue Water Main Project in the final amount of $1,558,248;
2. Authorize the Public Works Director to sign the attached Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

2. ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS FOR VENTURA - TRACT NO. 10274

Recommendation:

Approve a resolution:

1. Accepting the subdivision public improvements for Ventura – Tract No. 10274;
2. Authorizing the Public Works Director to sign a Notice of Completion; and
3. Directing the City Clerk to file the Notice of Completion with the Recorder of Santa Clara County.

3. ACCEPTANCE OF MONTEREY UNDERGROUNDING UTILITIES PROJECT

Recommendation:

1. Accept as complete the Monterey Undergrounding Utilities Project in the final amount of $1,111,901;
2. Authorize the Public Works Director to sign the attached Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

4. AWARD CONSULTANT AGREEMENT TO CSG CONSULTANTS FOR UTILITY INFRASTRUCTURE PROGRAM MANAGEMENT SERVICES

Recommendation:

1. Award Consultant Agreement to CSG Consultants to provide Utility Infrastructure Program Management Services for a not to exceed amount of $729,600, and
2. Authorize the City Manager to execute and administer a Consultant Agreement with CSG consultants for Utility Infrastructure Program Management.

5. APPROVE SECOND AMENDMENT TO BURR PLUMBING AND PUMPING, INC. AGREEMENT

Recommendation:

Approve the Second Amendment to the Maintenance Services Agreement with Burr Plumbing and Pumping, Inc.

6. APPROVE STATE OF CALIFORNIA, OFFICE OF EMERGENCY SERVICES' UNIVERSAL RESOLUTION OF DESIGNATING APPLICANT'S AGENT FOR DISASTER ASSISTANCE

Recommendation:

1. Designate City Manager, Finance Director, or Accounting Manager to submit for Disaster Assistance to the State of California, Office of Emergency Services, for the purpose of obtaining certain federal financial assistance; and
2. Direct the City Clerk to certify the Designation of Applicant’s Agency Resolution to the State of California, Office of Emergency Services.

7. ADOPT RESOLUTION AUTHORIZING A CAL FIRE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM CALIFORNIA CLIMATE INVESTMENTS GRANT PROGRAM PROJECT APPLICATION

Recommendation:

Adopt resolution authorizing staff to prepare and submit a CAL FIRE Urban and Community Forestry California Climate Investments (CCI) Grant Application to CAL FIRE for the development of an urban forest management plan and associated tree planting along Butterfield Boulevard, Dunne Avenue, and the Outdoor Sports Center, and authorize the City Manager to negotiate and execute the CAL FIRE grant agreement.

8. APPROVE CITY SPONSORSHIP OF 2017 MORGAN HILL COMMUNITY FOUNDATION'S PHILANTHROPY DAY EVENT AT THE COMMUNITY AND CULTURAL CENTER

Recommendation:

Authorize the City Manager to waive the rental fee for the use of the Community and Cultural Center for the Morgan Hill Community Foundation’s Philanthropy Day Event on November 17, 2017.

9. TERMINATE CONSTRUCTION CONTRACT FOR THE MONTEREY ROAD SEWER VAULT COATING PROJECT

Recommendation:

1. Terminate construction contract for the Monterey Road Sewer Vault Coating Project; and
2. Authorize the City Manager to administer the termination of the contract with Ellison Environmental, Inc. for the Monterey Road Sewer Vault Coating Project.

10. COLLABORATION BETWEEN CITY COUNCIL AND MORGAN HILL YOUTH ACTION COUNCIL

Recommendation:

Receive follow-up report on November 2, 2016 City Council and Youth Action Council workshop.

11. RECOMMENDATION BY THE LIBRARY, CULTURE AND ARTS COMMISSION TO FUND A PUBLIC ART MASTER PLAN

Recommendation:

City Staff recommends that a potential Public Art Master Plan be considered during the Fiscal Year 2018-2019 and 2019-2020 budget cycle.

12. CONTRACT AMENDMENT TO PERFORM ENVIRONMENTAL REVIEW FOR BIKEWAYS, TRAILS, PARKS AND RECREATION MASTER PLAN UPDATE

Recommendation:

Authorize the City Manager to execute an amendment to the consultant agreement with Moore Iacofano Goltsman, Inc (MIG, Inc.), increasing the scope of services to include preparation of an environmental document for the Bikeways, Trails, Parks and Recreation Master Plan Update.

13. MINUTES OF SPECIAL - REGULAR MEETING MEETING HELD MARCH 15, 2017

Recommendation:

Approve Minutes.

OTHER BUSINESS

14. CONCEPTUAL DESIGN FOR THE LIBRARY EXPANSION PROJECT

Recommendation:

Receive presentation on the Library Expansion Project conceptual design and provide input as necessary.

Estimated Time: 20 minutes

15. DIRECTION ON GALVAN PARK HANDBALL COURT DESIGN

Recommendation:

Direct staff to proceed in value engineering the Galvan Park Handball Court Project to two adjacent handball courts.

Estimated Time: 15 Minutes

16. RAPID REHOUSING, HOMELESS PREVENTION, AND OUTREACH SERVICES IN PARTNERSHIP WITH THE COUNTY OF SANTA CLARA

Recommendation:

Authorize the City Manager to enter into an agreement with the County of Santa Clara Office of Supportive Housing for Homeless Services.

Estimated Time: 10 Minutes

PUBLIC HEARING

17. EXTENSION OF TIME, AAE2017-0001: DUNNE - LEUNG: DEVELOPMENT AGREEMENT AMENDMENT EXTENSION FOR A SIX LOT SUBDIVISION. THE PROPERTY IS LOCATED ON THE NORTHEASTERLY CORNER OF EAST DUNNE AVENUE AND HILL ROAD (APN 728-11-026)

Recommendation:

1. Open/close public hearing;
2. Waive first and second reading of Development Agreement Amendment Ordinance;
3. Introduce Development Agreement Amendment Ordinance; and
4. Direct staff to return at the April 19, 2017 meeting with a report on allocation extension process.

Estimated Time: 20 Minutes

18. ADOPT RESOLUTION APPROVING A SOLID WASTE RATE ADJUSTMENT FOR 2017

Recommendation:

Adopt resolution approving an adjustment in the maximum allowable solid waste charges effective July 1, 2017.

Estimated Time: 10 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 by 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 michelle.wilson@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 michelle.wilson@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

Morgan Hill is a socially responsible, environmentally conscious, and economically sound community that embraces inclusiveness with participation by all.

CITY COUNCIL ONGOING PRIORITIES

Enhancing Public Safety · Protecting the Environment · Maintaining Fiscal Responsibility · Supporting Our Youth, Seniors, and Entire Community · Fostering a Positive Organizational Culture · Preserving and Cultivating Public Trust · Preserving Our Cultural Heritage

2017 STRATEGIC PRIORITIES

High Speed Rail

Inclusiveness

Infrastructure

Regional Initiatives

Telecommunications

2017 STRATEGIC PRIORITIES:

High Speed Rail

The City of Morgan Hill will directly advocate for our community's needs through our communications, discussions, and decisions. We will continue to engage the community, the High Speed Rail Authority, our state and federal legislators, and other regional agencies to mitigate negative impacts and convey our position that the High Speed Rail Authority should only use the existing Highway 101 right-of-way to avoid all impacts to residents, schools, and businesses. Should the Authority decide the 101 right-of-way is not feasible, we will strongly advocate for the route with the least impact on Morgan Hill.

Inclusiveness

We will celebrate the diversity, history, and culture of our community. Through City Council workshops, community meetings, and researching successes in other communities, the City will listen to and collaborate with the community to define how inclusiveness will be further woven into our community's fabric and to increase public participation. The City's communications, services, public spaces, and projects will embrace all community members as partners, advancing our vision of being a socially responsible community.

Infrastructure

The City will review its streets, parks, and public facilities infrastructure needs initially by updating its 2014 infrastructure study to quantify the funding gap. We will identify potential funding options as ongoing revenue is insufficient to fund our vital community assets at a sustainable level without significantly impacting existing service levels that our community has come to expect. Morgan Hill will actively work with the Valley Transportation Agency, the County, and the State to secure funding for the Santa Teresa extension and road maintenance. We will continue to work closely with our community to inform them of the needs and engage them to find an affordable and sustainable solution.

Regional Initiatives

City Council and staff will focus on influencing regional decisions that benefit Morgan Hill. This regional involvement will include, but not be limited to, partnering with the League of California Cities, Valley Transportation Authority, Santa Clara Valley Water District, Cities Association of Santa Clara County, the City of Gilroy, Santa Clara County, Morgan Hill Unified School District, the Local Agency Formation Commission, the Open Space Authority, and Silicon Valley Clean Energy to advance projects that further Sustainable Morgan Hill.

Telecommunications

The City will collaborate with the private sector to explore ways to provide fast, reliable access and wireless connectivity for residents and businesses. The 2016 Telecommunications Infrastructure and Economic Development Blueprint reports will be the foundation for continuing discussions with broadband providers, public utilities, and other infrastructure service providers in developing an implementation plan for growing our telecommunications infrastructure. The plan will be used to signal Morgan Hill's support for business expansion.

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: April 5, 2017

PREPARED BY: David Gittleson, Associate Engineer
APPROVED BY: City Manager

ACCEPTANCE OF EAST DUNNE AVENUE WATER MAIN PROJECT

RECOMMENDATION(S)

1. Accept as complete the East Dunne Avenue Water Main Project in the final amount of $1,558,248;
2. Authorize the Public Works Director to sign the attached Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities	**2017 Strategic Priorities**
Enhancing Public Safety	Infrastructure
Maintaining Fiscal Responsibility	

REPORT NARRATIVE:

The FY 2015/16 Capital Improvement Program (CIP) included the construction of the East Dunne Avenue Water Main Project. The scope included the installation of approximately 4,000 linear feet of sixteen-inch water transmission main along East Dunne Avenue between the existing East Dunne Booster Station and Flaming Oaks Drive. This new water main is intended primarily to feed the proposed Dunne Avenue Hillside Reservoir. The new water main is installed parallel with an existing eight-inch water main and is interconnected at several locations to provide system redundancy and reliability. The existing water main remains in place and continues to operate as the distribution system serving the Holiday pressure zones 1, 2 and 3. The secondary function of the new water main is to permit the eight-inch distribution system to operate as a more reliable gravity system instead of the current continuously operating pumping system.

The project was awarded to Monterey Peninsula Engineering for $1,475,400 on June 15, 2016 and the project was authorized a 10% contingency of $147,540. During the course of construction, six contract change orders totaling $126,756 were authorized to account for unforeseen conditions and project changes.

The project is funded with water revenue bonds issued in 2014 to construct a variety of water projects. Staff recommends accepting the project as the work is complete in accordance with the plans and specifications.

COMMUNITY ENGAGEMENT: Inform
Staff met with the Jackson Oaks and Holiday Lake Estates neighborhood residents in August 2015 to inform them of the multiple water improvement projects, including the East Dunne Avenue Water Main Project. A follow up meeting occurred in March 2016 to update residents on the status of the projects. Prior to commencing work, the contractor notified residents living adjacent to the construction activities. Staff also sent out notifications through Nextdoor and provided weekly updates on the City's website.

ALTERNATIVE ACTIONS:
Accepting the improvements once the contract is complete in accordance with the contract documents is a required process to complete the construction contract and enables the City to release any retained funds owed to the contractor per the California Public Contract Code Section 7107.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- The East Dunne Avenue Water Main Project was included in the adopted FY 2015/16 Capital Improvement Program budget for a total of $1,423,000 as part of the New Water Mains Project #603000.

- On July 15, 2015, City Council approved a service agreement for design professionals with HydroScience Engineers, Inc. for $149,912 to develop plans and specifications to rehabilitate the East Dunne Avenue Water Main.

- On June 15, 2016, City Council awarded a construction contract to Monterey Peninsula Engineering for $1,475,400.

FISCAL AND RESOURCE IMPACT:
The final contract amount for the East Dunne Avenue Water Main Project is $1,558,248. The project was awarded to Monterey Peninsula Engineering for $1,475,400 and the project was authorized a 10% construction contingency of $147,540 (total of $1,622,940). Out of the original base contract, only $1,431,492 was spent along with six change orders totaling $126,756 for a total cost of $1,558,248 ($1,431,492+$126,756). The balance $64,692 ($1,622,940-$1,558,248) will be returned to the New Water Mains Project #603000. The project was funded by water bond proceeds.

CEQA (California Environmental Quality Act):
Categorical Exemption

The activities described in this Staff Report are categorically exempt under CEQA, specifically pursuant to Section 15303(d) of the CEQA Guidelines for new construction or conversion of small structures.

LINKS/ATTACHMENTS:
1. Funding Closeout Statement E Dunne Water Main 4-5-17
2. Notice of Completion E Dunne Water Main 4-5-17
3. Project Location Map

CIP Contract Acceptance
Funding Closeout Statement

Project:	East Dunne Avenue Water Main Project		
Project No:	603G15		
Date of Project Award:	15-Jun-16	Project Award Amount:	$1,475,400
Funding Source:		Contingency Authorized:	$147,540
Date of Project Acceptance:	5-Apr-17	Total Authorized:	$1,622,940
		Actual Base Contract Spent:	$1,431,492

Change Orders

	Description	Date	Council Approval Reqd? (Y/N)	
C.O. #1:	Install Project Sign	28-Oct-16	N	$1,079
C.O. #2:	PRV Revisions	28-Oct-16	N	$10,622
C.O. #3:	Add Two (2) 16" Gate Valves	1-Nov-16	N	$17,000
C.O. #4:	Unmarked/Unknown Utilities @ E. Dunne Crossing	29-Nov-16	N	$24,381
C.O. #5:	Add'l 16" PVC Pipe, Vista del Valle Revisions, Add'l Trenching, PRV	11-Jan-17	N	$66,856
C.O. #6:	Add'l Thermoplastic Striping & PRV Fencing Revisions	17-Feb-17	N	$6,818
			Total C.O.:	$126,756

Additional Appropriations

Source	Amount	Date
None		

		Total Construction Amount (Base Contract plus CO's):	$1,558,248
Construction Fund Balance:	$64,692		

Attachment: Funding Closeout Statement E Dunne Water Main 4-5-17 (1085 : Acceptance of East Dunne Avenue Water Main Project)

Exhibit A

Record at the Request of
and When Recorded Mail to:

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

Record at No Fee Pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, pursuant to Civil Code Section 9204, that:

1) On June 15, 2016, the City of Morgan Hill, a Municipal Corporation, entered to a contract with Monterey Peninsula Engineering for the East Dunne Avenue Water Main Project located along the East Dunne Avenue from the East Dunne Booster Station to approximately 150 feet east of Flaming Oak Lane in Morgan Hill.

2) The owner of said property is the City of Morgan Hill, a Municipal Corporation, located at 17575 Peak Avenue, Morgan Hill, CA 95037, and is the owner of said property in fee simple.

3) The contractor is Monterey Peninsula Engineering located at 192 Healy Avenue, Marina, CA 93933.

4) The surety is "The Continental Insurance Company".

5) The project was completed on March 14, 2017 and accepted by the City Council of the City of Morgan Hill on April 5, 2017.

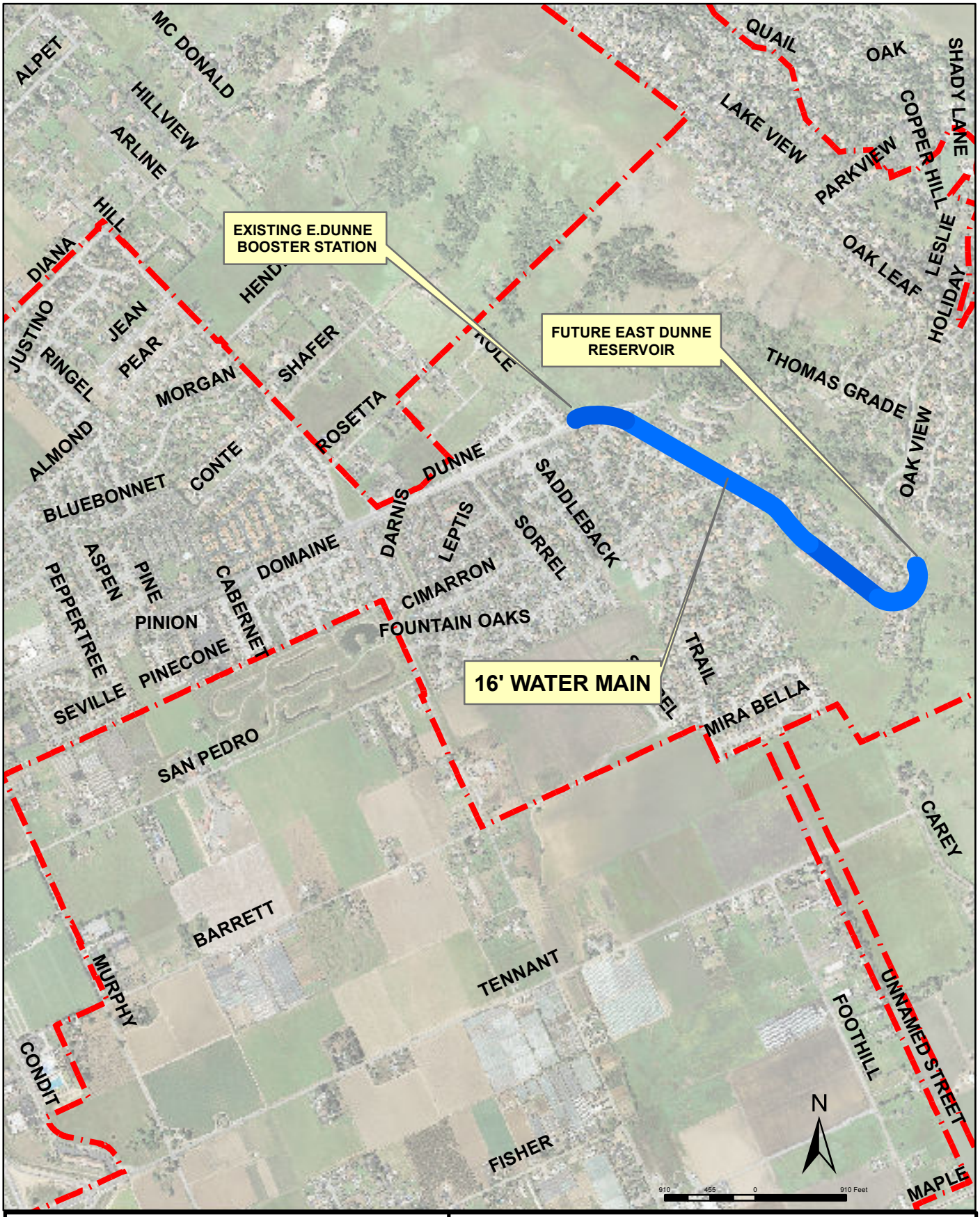
CITY OF MORGAN HILL, a Municipal Corporation
By_____
Karl Bjarke
Public Works Director

I, the undersigned, declare that I am the Public Works Director for the City of Morgan Hill. I have read the forgoing Notice of Completion and know and understand the contents thereof and that the facts stated therein are true and correct. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, at Morgan Hill, California.

_____
Karl Bjarke
Public Works Director

Attachment: Notice of Completion E Dunne Water Main 4-5-17 (1085 : Acceptance of East Dunne Avenue Water Main Project)



CITY OF MORGAN HILL
Engineering Division
Community Development Agency
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EAST DUNNE AVENUE WATER MAIN PROJECT LOCATION MAP

Attachment: Project Location Map (1085 : Acceptance of East Dunne Avenue Water Main Project)

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: April 5, 2017

PREPARED BY: Charlie Ha, Associate Engineer
APPROVED BY: City Manager

ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS FOR VENTURA - TRACT NO. 10274

RECOMMENDATION(S)
Approve a resolution:
1. Accepting the subdivision public improvements for Ventura – Tract No. 10274;
2. Authorizing the Public Works Director to sign a Notice of Completion; and
3. Directing the City Clerk to file the Notice of Completion with the Recorder of Santa Clara County.

COUNCIL PRIORITIES, GOALS & STRATEGIES
Ongoing Priorities
Maintaining Fiscal Responsibility

REPORT NARRATIVE:
Ventura – Tract No. 10274 is a 15 Lot subdivision, which is located east of Purissima Way on Ventura Drive (see attached site map). The subdivision improvements have been completed in accordance with the requirements of the Subdivision Improvements Agreement between the City of Morgan Hill and MH Ventura Investors LLC dated April 2, 2015 and as specifically set forth in the plans and specifications approved by the City.

The total length of streets previously accepted by the City is 126.89 miles.

The streets and street lengths to be accepted as part of the development are as follows:

Street	**Street Lengths**
Alta Ventura Court	0.03 mi
Buena Ventura Court	0.03 mi
Ventura Drive	0.12 mi
Total	**0.18 mi**

The value of the public improvements being accepted is $579,714.

COMMUNITY ENGAGEMENT: Not Applicable

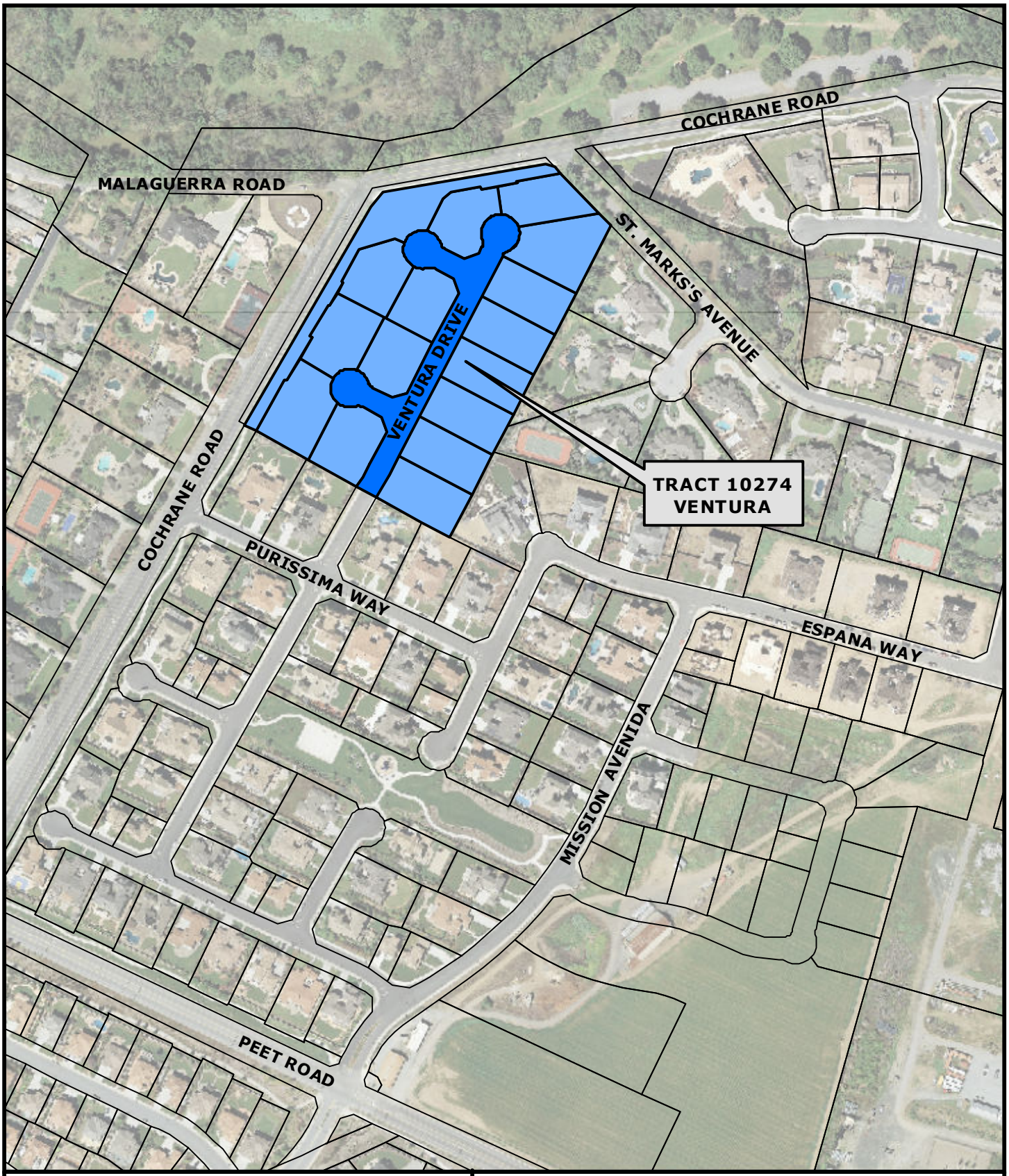
ALTERNATIVE ACTIONS:
Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
The City Council approved the Final Maps and Subdivision Improvements Agreement for Ventura. – Tract No. 10274 on April 15, 2015.

FISCAL AND RESOURCE IMPACT:
Staff time for this project was paid by the developer's land development fees.

CEQA (California Environmental Quality Act):
Mitigated Negative Declaration was adopted on September 17, 2014.

LINKS/ATTACHMENTS:
1. Site Map Tract 10274
2. Resolution Acceptance
3. Resolution Exhibit A



CITY OF MORGAN HILL
Engineering Division
Public Works Department

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SITE MAP
TRACT 10274
VENTURA

0 125 250 500 750 1,000 Feet

Attachment: Site Map Tract 10274 (1101 : Acceptance of Subdivision Public Improvements For Ventura - Tract No. 10274)

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL ACCEPTING THE SUBDIVISION PUBLIC IMPROVEMENTS FOR VENTURA – TRACT NO. 10274, AND DIRECTING THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE RECORDER OF SANTA CLARA COUNTY

WHEREAS, the City of Morgan Hill and Meritage Homes of California, Inc., owner of Ventura – Tract No. 10274, entered into a Subdivision Improvements Agreement on April 2, 2015, recorded at the office of the Santa Clara County Recorder as Document No.22954890; and

WHEREAS, Karl Bjarke, Director of Public Works, has certified in writing to the City Council that all of said improvements have been installed according to the City specifications and plans for said subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORGAN HILL, CALIFORNIA, AS FOLLOWS:

1. The City Council hereby finds and determines that all public improvements required to be constructed pursuant to the above-mentioned Subdivision Improvements Agreement have been completed in accordance with the plans and specifications for said improvements.

2. This resolution shall constitute an interim acceptance of all said public improvements and the date of its passage shall constitute the starting day for computing the one year maintenance provisions referred to in Section 7 of the Subdivision Improvements Agreement of April 2, 2015.

3. The City Clerk, following adoption of this resolution, will file with the Recorder of Santa Clara County, California a Notice of Completion of the subdivision public improvements, substantially in the form attached hereto as Exhibit A.

4. If requested by the developer or subdivider, the City Clerk hereby is authorized to record a certified copy of this resolution with the Recorder of Santa Clara County, California.

Approved and adopted the 5th day of April, 2017.

I, the undersigned, hereby certify that the foregoing resolution number_____ was duly adopted by the City Council following a roll call vote:

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

DATE: _____

_____
Steve Tate, MAYOR

CERTIFICATION

Attachment: Resolution Acceptance (1101 : Acceptance of Subdivision Public Improvements For Ventura - Tract No. 10274)

I, Irma Torrez, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No._____ , adopted by the City Council at the meeting held on April 5, 2017.

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

DATE: _____

_____
Irma Torrez, CITY CLERK (Signature)

Attachment: Resolution Acceptance (1101 : Acceptance of Subdivision Public Improvements For Ventura - Tract No. 10274)

EXHIBIT A

Record at the Request of
and When Recorded Mail to:

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

Record at No Fee Pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, pursuant to Civil Code Section 9204, that:

1) On **April 2, 2015**, the City of Morgan Hill, a Municipal Corporation, entered into a contract with **MH VENTURA INVESTORS LLC** for the **VENTURA – TRACT NO. 10274** subdivision project located on the northeast end of Ventura Drive, Morgan Hill, California.

2) The owner of the subdivision public improvements is the City of Morgan Hill, a Municipal Corporation, located at 17575 Peak Avenue, Morgan Hill, CA 95037

3) The contractor is **MH VENTURA INVESTORS LLC**,385 Woodview Avenue, Morgan Hill, CA 95037.

4) The surety is **Developers Surety and Indemnity Company**.

5) The project was completed on **March 10, 2017** and accepted by the City Council of the City of Morgan Hill on **April 5, 2017**.

CITY OF MORGAN HILL, a Municipal Corporation
By_____
Karl Bjarke
Public Works Director

I, the undersigned, declare that I am the Public Works Director for the City of Morgan Hill. I have read the forgoing Notice of Completion and know and understand the contents thereof and that the facts stated therein are true and correct. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, at Morgan Hill, California.

_____
Karl Bjarke
Public Works Director

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: April 5, 2017

PREPARED BY: Yat Cho, Senior Project Manager
APPROVED BY: City Manager

ACCEPTANCE OF MONTEREY UNDERGROUNDING UTILITIES PROJECT

RECOMMENDATION(S)

1. Accept as complete the Monterey Undergrounding Utilities Project in the final amount of $1,111,901;
2. Authorize the Public Works Director to sign the attached Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities	**2017 Strategic Priorities**
Enhancing Public Safety	Infrastructure

REPORT NARRATIVE:

The Monterey Undergrounding Utilities Project scope of work included the undergrounding of overhead utilities along Monterey Road from Dunne Avenue to Cosmo Avenue. It also included the removal and relocation of the existing water and sewer laterals along Monterey Road between Ciolino Avenue and Spring Avenue. The project was funded primarily by PG&E's Rule 20A undergrounding program Under the Rule 20A program, proceeds are collected by PG&E from rate payers and held in an account designated for Morgan Hill. An Undergrounding Utilities District (UUD) was established for all affected customers in 2005 as a requirement of PG&E's Rule 20A program.

On July 16, 2014, the City Council awarded a contract to Northern Underground Construction, Inc. in the amount of $1,186,289 to complete this work. Due to significant contract disagreements between PG&E and the other utility companies (Verizon and Charter) that had lines on the poles and the rising PG&E costs to perform the necessary work, the project was delayed so that the construction logistics and funding plan could be re-structured.

The scope of the project was ultimately reduced such that the undergrounding work stopped between Spring Avenue and Cosmo as opposed to the original plan to extend the undergrounding to Cosmo. In addition, a new UUD was formed on March 18, 2015 reflecting the revised scope.

Charter Communications and Frontier (who took over the phone lines from Verizon) are

completing their work as separate projects at their cost. When their undergrounding work is complete the wooden poles will be removed.

City Construction Contract:

On June 1, 2016, the City Council approved a deductive change order in the amount of $177,684 to reflect the reduced scope of work. The overall contract amount for Northern Underground Construction, Inc. was reduced to $1,008,605. Including the contingency of $118,629, the total authorization became $1,127,234.

The Monterey Undergrounding Utility Project began on June 15, 2016 and the project was substantially completed by January 13, 2017. Nine total change orders were executed for this contract for a net decrease of $74,388. Much of the additional costs were due to unanticipated conflicts during trenching operations. The final construction contract with Northern Underground Construction, Inc. is $1,111,901.

Charter Communications is scheduled to be completed with its portion of the work by the end of April 2017. Frontier is preparing to commence its portion of the undergrounding work and report that they will be scheduled to be complete by May 2017, which will include the removal of the remaining overhead utility poles.

The City's portion of the project was completed in accordance to plans and specifications.

PG&E Rule 20A Work:

This project was funded by the City, as well as through PG&E Rule 20A work. As part of the Rule 20A project, PG&E is responsible for the equipment and installation of all vaults, transformers, and wiring to complete the overhead to underground project. PG&E is paid for this work by drawing from the City's designated Rule 20A account balance (held by PG&E).

Under the Rule 20A program, PG&E requires a contingency in the amount of 15% of its estimated costs to complete its work. This requirement was established to prevent a project from stopping if there were no additional funds to pay for unforeseen work. Therefore, PG&E's total budget for the project (including PG&E's share of the Northern Underground Construction contract amount) was $3,018,626. This amount exceeded the City's current Rule 20A account balance. Upon PG&E approval, a shortfall would be made up by borrowing five future years of Rule 20A deposits and pledging $300,000 of City Public Facilities (Fund 346) funds towards the 15% contingency.

Staff worked diligently with PG&E and Northern Underground Construction, Inc. to complete the project in a timely manner and within the allotted budget. At completion, PG&E's final cost was $2,421,000. Thus, the five-year advance that was originally budgeted, along with the $300,000 contingency pledge, were not required.

COMMUNITY ENGAGEMENT: Inform
Staff and contractor kept residents and business owners informed of the project's progress and completion.

ALTERNATIVE ACTIONS:
Accepting the improvements once the contract is complete in accordance with the contract documents is a required process to complete the construction project and enables the City to release any retained funds owed to the contractor per the California Public Contract Code Section 7107.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
July 16, 2014 – Awarded contract to Northern Underground Construction, Inc.
March 18, 2015 – Established Utility Underground District No. 4 to reflect revised project boundary
June 1, 2016 – Approved deductive change order and appropriated an additional $300,000 from Fund 346 to Project #512093 for PG&E work contingency.

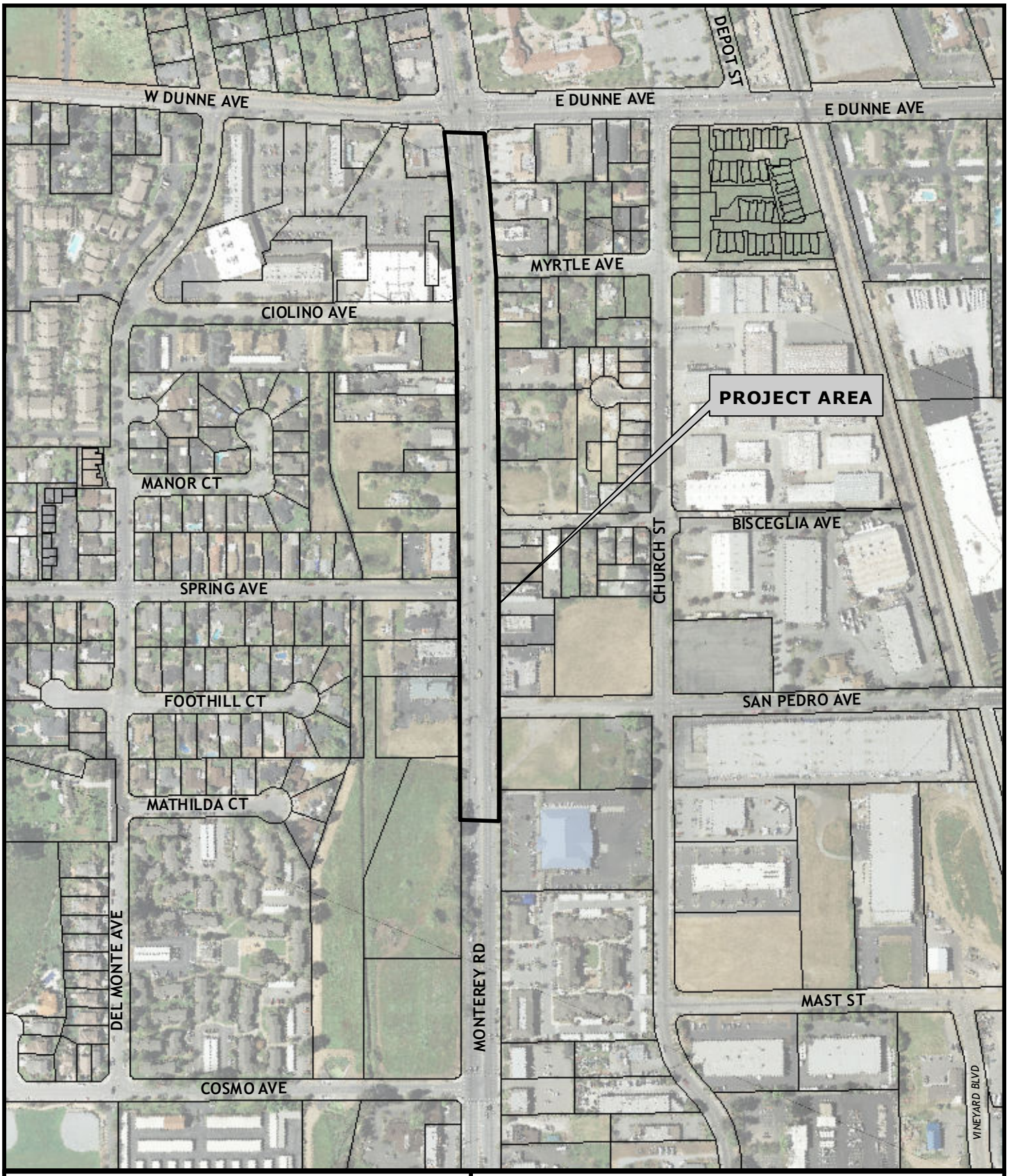
FISCAL AND RESOURCE IMPACT:
The project was budgeted in the FY15-16 Budget under CIP#512093. The total construction authorization for this project after the initial deductive change order is $1,127,234, which includes a contingency of $118,629. The final contract amount with Northern Underground Construction, Inc., is $1,111,901, which consists of $717,180 from the Rule 20A Program fund reimbursement and $394,721 from City funds (Funds 346 (Public Facilities non-impact), 643 (Sewer System Replacement, and 653 (Water System Replacement). The balance of City funds will be returned to CIP #512093.

Including the Rule 20A Program funds shown above, the total projected PG&E Rule 20A program amount was $3,018,626, which included a $300,000 City pledge for construction contingency, and a 5-year borrow of Rule 20A funds. The final amount is $2,421,000. The $300,000 City pledge for contingency to PG&E construction will be returned to Fund 346.

CEQA (California Environmental Quality Act):
Categorical Exemption

This project is categorically exempt under Section 15302, Section (d) – Conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding.

LINKS/ATTACHMENTS:
1. Acceptance Vicninty Map
2. Notice of Completion 4-5-17
3. Change Order Close Out



CITY OF MORGAN HILL

Engineering Division

Public Works Department

G:\R-14\Proj\GIS\John\MONTEREYUNDERGROUND_2_5_2015.mxd

MONTEREY ROAD UNDERGROUND UTILITY BOUNDARY

0 112.5 225 450 675 900 Feet

Attachment: Acceptance Vicninty Map (1081 : Acceptance of Monterey Undergrounding Utilities Project)

Record at the Request of
and When Recorded Mail to:

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

Record at No Fee Pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, pursuant to Civil Code Section 9204, that:

1) On August 5, 2014, the City of Morgan Hill, a Municipal Corporation, entered into a contract with Northern Underground Construction, Inc. for the Monterey Undergrounding Utilities Project located at Monterey Road between Dunne Avenue and 500' South of Spring Avenue.

2) The owner of said property is the City of Morgan Hill, a Municipal Corporation, located at 17575 Peak Avenue, Morgan Hill, CA 95037, and is the owner of said property in fee simple.

3) The contractor is Northern Underground Construction, Inc. located at 6980 Santa Teresa Blvd #205 San Jose, CA 95139.

4) The surety is The Guarantee Company of North America USA.

5) The project was completed on January 13, 2017 and accepted by the City Council of the City of Morgan Hill on April 5, 2017.

CITY OF MORGAN HILL, a Municipal Corporation
By_____
Karl Bjarke
Public Works Director

I, the undersigned, declare that I am the Public Works Director for the City of Morgan Hill. I have read the forgoing Notice of Completion and know and understand the contents thereof and that the facts stated therein are true and correct. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, at Morgan Hill, California.

_____
Karl Bjarke
Public Works Director

CIP Contract Acceptance
Funding Closeout Statement

Project:	Monterey Undergrounding Utilities		
Project No:	512093		
Date of Project Award:	16-Jul-14	Project Award Amount:	$1,186,289
Funding Source:		Contingency Authorized:	$118,629
Date of Project Acceptance:	5-Apr-17	Total Authorized:	$1,304,918
		Actual Base Contract Spent:	$1,186,289

Change Orders

	Description	Date	Council Approval Reqd? (Y/N)	
C.O. #1:	Deductive Change Order	1-Jun-16	Y	-$177,684
C.O. #2:	T&M work for sewer and water work	15-Jul-16	N	$16,708
C.O. #3:	T&M work for PG&E stuff	29-Sep-16	N	$25,826
C.O. #4:	T&M work for Sewer Conflict	19-Oct-16	N	$3,012
C.O. #5:	Streetlight add and Unit Cost Adjustments	1-Nov-16	N	$14,728
C.O. #6:	T&M for Misc. Water and Sewer Conflicts	28-Nov-16	N	$11,933
C.O. #7:	T&M for #7 box lid swap	28-Nov-16	N	$9,635
C.O. #8:	T&M for nightwork tie in	16-Dec-16	N	$12,038
C.O. #9:	Water pipe additional cost and credit	23-Jan-17	N	$9,416
			Total C.O.:	-$74,388

		Total Construction Amount (Base Contract plus CO's):	$1,111,901
	Construction Fund Balance:	$193,017	

Attachment: Change Order Close Out (1081 : Acceptance of Monterey Undergrounding Utilities Project)

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: April 5, 2017

PREPARED BY: David Gittleson, Associate Engineer
APPROVED BY: City Manager

AWARD CONSULTANT AGREEMENT TO CSG CONSULTANTS FOR UTILITY INFRASTRUCTURE PROGRAM MANAGEMENT SERVICES

RECOMMENDATION(S)

1. Award Consultant Agreement to CSG Consultants to provide Utility Infrastructure Program Management Services for a not to exceed amount of $729,600, and
2. Authorize the City Manager to execute and administer a Consultant Agreement with CSG consultants for Utility Infrastructure Program Management.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities	2017 Strategic Priorities
Enhancing Public Safety	Infrastructure
Maintaining Fiscal Responsibility	
Fostering a Positive Organizational Culture	

REPORT NARRATIVE:

On April 2, 2014, City Council approved the issuance of $13M in water revenue bonds to fund new capital improvement water related projects. On June 3, 2015, $8M in sewer revenue bonds were also issued for new sewer related capital improvement projects. As with all tax-exempt bond proceeds, there is a reasonable expectation that 85% of proceeds will be spent within three years. The date of this report marks the three-year point since the water bonds were issued in 2014 and staff can report that nearly 85% of the water bond proceeds have been spent. Staff expect to have similar success spending the sewer bond proceeds issued in 2015.

Staff is recommending a new consulting services contract with CSG Consultants, Inc. to assist the City's engineering team with the delivery of a variety of water and sewer Capital Improvements Program (CIP) projects. The new contract, if approved, would continue CSG's work delivering these projects. Staff does not recommend a Request for Proposal process for continuing this support work because CSG is already fully integrated with the City team and these projects. Staff further believes it would be counter-productive to introduce a new consultant team in the midst of these ongoing projects.

In 2014, due to the small in-house Capital Improvement Program engineering team, it became necessary to augment in-house resources and on November 5, 2014, City Council approved an agreement for Program Management Services with CSG Consultants, Inc. for $313,430. This is consistent with the Council's long term labor

policy which calls for the use of consultants to augment staff for specific shorter term spikes in workload. The initial term of the contract was only 7 months so that this method of project delivery could be evaluated for its effectiveness in completing the bond funded projects in a timely manner.

Upon concluding that CSG's services were indeed an effective means for delivering projects, the City Council, on June 3, 2015, approved a First Amendment with CSG Consultants, Inc. for an additional $639,085 for a total not to exceed amount of $952,515 and to extend their services through June 30, 2016. A Second Amendment was approved by the City Council on June 15, 2016 for an additional $131,083 and to extend their support services through December 31, 2016. Then, on September 21, 2016, City Council approved a Third Amendment to CSG Consultant's contract for an additional $300,000 and to extend their services through June 1, 2017. The contract currently has a not-to-exceed total of $1,383,598 ($313,430 Original Consultant Agreement + $639,085 First Amendment + $131,083 Second Amendment + $300,000 Third Amendment).

To date, CSG Consultants have completed the following projects; Drilling of Four Water Supply Wells, East Dunne Avenue Water Main, and New Sewer Manhole on Monterey Road. CIP projects currently under design and managed by CSG Consultants are: East Dunne Reservoir and booster station, design of the four water well pump buildings, design of sewer lift stations D, F, W, J, and K, design of a new sewer main (Railroad Avenue-between Barrett and Tennant), and the design of miscellaneous sewer point repairs. Staff, in conjunction with CSG Consultants, is currently preparing to bid all of the sewer lift station projects and the water well projects. Thus, CSG continues to significantly contribute to furthering the bond funded projects, particularly with the spending deadlines. The individuals performing the engineering and project delivery services are highly skilled and provide the customer service and community engagement services expected of Morgan Hill's engineering team.

Staff proposes to allow the existing agreement to expire and replace it with a new consulting agreement. The original agreement was executed in 2014 and has been amended three times. The City Attorney's Office continually updates agreements and staff recommends bringing the contract language up to date with a new agreement. With the approval of the new consulting agreement, CSG Consultants will continue to provide staff support services including program and project management responsibilities, scheduling, project prioritization, permits, consultant selection, bid package preparation, cost control and estimating, inspection, community engagement, design, hydraulic modeling, construction management, and coordination with engineering staff for both water and sewer related bond projects through May 1, 2018.

Staff recommends that the Council approve the new consulting services contract with CSG Consultants with a not-to-exceed amount of $729,600 to allow for the continuation of the delivery of water and sewer projects in accordance with the bond timeframe. The costs for project planning, design, inspection, and project management were planned for and are included in the bond revenues, and, thus, included in the CIP.

Staff will continually evaluate the consultant's progress and effectiveness in delivering projects and meeting the bond deadlines. CSG's services will only be used as needed.

It should be noted that the Engineering and Utilities Department has a vacancy for an Assistant/Associate Engineer position to deliver CIP projects. However, a recent recruitment did not produce candidates with the experience and technical skills required for the position. The Department will attempt to re-recruit for this vacant engineer position.

COMMUNITY ENGAGEMENT: Inform

The bond issuances and original consultant agreement and subsequent amendments were approved by the City Council at public meetings. Staff continues to update the community regarding the water and sewer bond projects through Nextdoor and the City's webpage.

ALTERNATIVE ACTIONS:

City Council could decide to not move forward with awarding a contract to CSG Consultants and instead direct staff to solicit proposals from other qualified firms; however, this may not result in a lower price and will impact the completion of some water and sewer bonded projects that are currently in progress.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- On April 2, 2014, City Council approved the issuance of $13M in water revenue bonds to fund new capital improvement water related projects.
- On June 3, 2015, City Council approved the issuance of $8M in sewer revenue bonds for new wastewater projects.
- On November 5, 2014, City Council awarded a consultant agreement with CSG Consultants for a not to exceed amount of $313,430.
- On June 3, 2015, City Council approved a first amendment to agreement with CSG Consultants for an additional $639,085, for a total amount of $952,515.
- On June 15, 2016, City Council approved a second amendment to agreement with CSG Consultants for an additional $131,083, for a total amount of $1,083,598.
- On September 21, 2016, City Council approved a third amendment to agreement with CSG Consultants for an additional $300,000, for a total amount of $1,383,598 with services through June 1, 2017.

FISCAL AND RESOURCE IMPACT:

The total not-to-exceed cost for this consultant agreement is $729,600 and would cover Utility Program Management Services through May 1, 2018. The cost for this consultant agreement is budgeted in the adopted CIP Budget and will be charged to the individual water and wastewater CIP projects that are under design and managed by CSG Consultants based on actual work performed on each project. The contract

amount will be split between the Water Funds 651 and 653 ($189,200) and Wastewater Funds 641 and 643 ($540,400).

CEQA (California Environmental Quality Act):
Not a Project

LINKS/ATTACHMENTS:
1. CSG Consultant Agreement

CONSULTANT AGREEMENT
CSG Consultants, Inc.

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

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

2. **Term of Agreement**. This Agreement shall cover services rendered from the Effective Date of this Agreement until May 1, 2018 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.

3. **Scope of Service**. The services to be performed by CONSULTANT shall be to provide Program Management Services for Utility Infrastructure as further described in **Exhibit A.**

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

4.1. Amount. $729,600.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed Seven Hundred Twenty Nine Thousand Six Hundred 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 for up to one year pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT 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 during the extended term period exceed an additional five percent (5%) above the compensation allowed to be paid to CONSULTANT during the initial term of this Agreement.

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

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

Attachment: CSG Consultant Agreement (1087 : Award Consultant Agreement to CSG Consultants)

CONSULTANT. The CITY Manager of CITY is authorized to terminate this AGREEMENT on behalf of CITY.

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

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

7.1. **Insurance Types and Amounts.**

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

7.1.2. Automobile Liability. CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars ($1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars ($1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.3. Workers' Compensation Insurance and Employer's Liability. CONSULTANT shall maintain Workers Compensation coverage, as required by law, in the minimum

Attachment: CSG Consultant Agreement (1087 : Award Consultant Agreement to CSG Consultants)

amount of: (i) one million dollars ($1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If CONSULTANT is self-insured, CONSULTANT shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

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

7.1.5. Professional Liability.

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

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

7.1.5.3. If the performance of CONSULTANT's work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) one million dollars ($1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

Attachment: CSG Consultant Agreement (1087 : Award Consultant Agreement to CSG Consultants)

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

7.2.1. General Liability.

7.2.1.1. The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;

7.2.1.2. 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,

7.2.1.3. insurance shall be primary non-contributing.

7.2.2. Workers Compensation.

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.

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

7.4. **Certificates**. CONSULTANT shall furnish CITY of Morgan Hill with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to the CONSULTANT's agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein

Certificate Holder address:

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

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

9. **Compliance with Law**. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

Attachment: CSG Consultant Agreement (1087 : Award Consultant Agreement to CSG Consultants)

10. **Independent Contractor**. CONSULTANT is an independent contractor and not an agent or employee of CITY.

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

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

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

Address of CONSULTANT is as follows:

CSG Consultant, Inc.
550 Pilgrim Drive
Foster City, CA 94404

Address of CITY is as follows:

Development Service Center 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

14. **Licenses, Permits and Fees**. CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.

15. **Maintenance of Records**.

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

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

Attachment: CSG Consultant Agreement (1087 : Award Consultant Agreement to CSG Consultants)

15.3. Ownership of Work Product. All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

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

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

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

19. **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.

20. **Defense and Indemnification**.

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

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

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

20.4. Right to Offset. CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (20) and any amount due CITY from CONSULTANT arising from CONSULTANT's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

20.5. Interpretation. This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly

Attachment: CSG Consultant Agreement (1087 : Award Consultant Agreement to CSG Consultants)

understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

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

22. **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.

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

24. **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.

25. **Binding Agreement**. Notwithstanding the provisions of Section 18 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

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Attachment: CSG Consultant Agreement (1087 : Award Consultant Agreement to CSG Consultants)

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

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

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

City Clerk/Deputy City Clerk

Michelle Wilson
Print Name

Date: _____

APPROVED AS TO FORM:

City Attorney

Donald A. Larkin
Print Name

Date: _____

CITY OF MORGAN HILL

City Manager

Steve Rymer
Print Name

Date: _____

CSG Consultants, Inc.

By:

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

Date: 03-22-17

By:

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

Date: 03-22-17

P:\Forms\Consultant Agreements\City Standard Consultant Agreement Revised 8-11-15.Docx

Attachment: CSG Consultant Agreement (1087 : Award Consultant Agreement to CSG Consultants)

EXHIBIT A
SCOPE OF SERVICES

Attachment: CSG Consultant Agreement (1087 : Award Consultant Agreement to CSG Consultants)

550 Pilgrim Drive
Foster City, CA 94404
phone 650.522.2500
fax 650.522.2599

www.csgengr.com

March 21, 2017

Scott Creer, PE
Deputy Director for Public Works
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA, 95037

RE: Project Scope of Work and Fee Proposal for Utility Infrastructure Contract

Dear Mr. Creer:

CSG is pleased to present this scope of work and fee proposal for the Utility Infrastructure contract. Per your request, we have enclosed the scope of work and fee proposal for managing the City's water and wastewater bond projects from May 1, 2017 through April 30, 2018. The total requested cost for providing these services is displayed in the table below.

Utility Infrastructure Contract Fee	
TASK	**TOTAL**
Water Project Management & Construction Management	**$189,200**
Wastewater Project Management & Construction Management	**$540,400**
TOTAL	$729,600

The proposed scope of work is attached herein and will include the following list of utility projects. These projects are the current and potential projects that CSG will manage for the City and are the basis of the fee proposal.

Water Projects (FY 17/18):

- Boys Ranch Well #2A and Jackson Well #3 Well Pump Stations
- Construction of Pump Station East Main Ave. Well No. 1
- East Dunne Booster Station Rehabilitation
- East Dunne Hillside Water Reservoir
- Holiday Lakes Water Main Repairs

Wastewater Projects (FY 17/18):

- Sanitary Sewer Lift Stations: J & K Rehabilitation
- 25 First Street: Sewer Main to Sinaloa Restaurant
- Lift Station "D", "F", & "W" Sanitary Sewer Lift Station Electrical & Improvements
- Brick Sewer Manhole Lining Rehabilitation
- 2017 Sewer Main Upgrades
    - Crest Lane: "Trouble Spot"
    - La Mar Drive: "Trouble Spot"
    - Lindo Lane: "Trouble Spot"

Attachment: CSG Consultant Agreement (1087 : Award Consultant Agreement to CSG Consultants)

- Lift Station "F": 12" Force Main
- Wright Avenue: "Trouble Spot"
- Monterey Ave (Ciolino-Spring): "Trouble Spot"

- New Sewer Mains on Railroad Avenue: Between Barrett & Tennant

Potential Future Wastewater Projects (may be added under separate scope of work):

- Harding: Between San Martin & Highland Avenue
- Llagas Basin I&I Study
- Harding: Between Highland Avenue & Fitzgerald Road
- Del Monte Sub-Trunk
- Downtown: Pipeline Realignment
- Harding: Between Fitzgerald Road to Day Road
- Monterey & W. Dunne: New LS – Downtown Alignment
- San Pedro: Between Butterfield & Railroad

The program manager, **Kevin O'Connell**, is anticipated to provide onsite services to the City on a full-time basis for the duration of this assignment and will be assisted by CSG staff.

If you have any questions or require additional information, please contact me at hatem@csgengr.com or (650) 522-2511, or Kevin O'Connell at kevino@csgengr.com or (650) 576-0407.

Sincerely,

Hatem Ahmed
Vice President, CSG Consultants, Inc.

Cc: David Gittleson, Associate Engineer, City of Morgan Hill
File

Enclosures: 2017 CSG Engineering Hourly Rates
CSG Detailed Fee Proposal – Water & Wastewater Programs

Attachment: CSG Consultant Agreement (1087 : Award Consultant Agreement to CSG Consultants)

City of Morgan Hill - Utility Infrastructure Contract
CSG Consultants, Inc. - Detailed Fee Proposal
May 2017 - April 2018

I. Project Management Services - Water System							
Role	Base Rate	Total Hours	05/01/2017 - 04/30/2018	05/01/2017-04/30/2018 Hours			
				Q1	Q2	Q3	Q4
Program Manager/Principal Engineer	$200	460	$92,000	120	120	120	100
Tech Advisor/Project Manager/Resident Engineer	$180	540	$97,200	170	170	120	80
I. Project Management Services - Water System Totals:			$189,200	290	290	240	180

II. Project Management Services - Wastewater System							
Role	Base Rate	Total Hours	05/01/2017- 04/30/2018	05/01/2017-04/30/2018 Hours			
				Q1	Q2	Q3	Q4
Program Manager/Principal Engineer	$200	1460	$292,000	360	360	360	380
Tech Advisor/Project Manager/Resident Engineer	$180	1380	$248,400	310	310	360	400
II. Project Management Services - Wastewater System Totals:			$540,400	670	670	720	780

PROJECT MANAGEMENT SERVICES SUMMARY	
I. Project Management Services - Water System	$189,200
II. Project Management Services - Wastewater System	$540,400
Utility Infrastructure Contract Fee (I+ II):	**$729,600**

Attachment: CSG Consultant Agreement (1087 : Award Consultant Agreement to CSG Consultants)

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

Attachment: CSG Consultant Agreement (1087 : Award Consultant Agreement to CSG Consultants)

2017 Engineering Division Hourly Rates

Services are billed on a time-and-materials basis according to our Standard Rates, shown below.

Professional Engineering Services	Hourly Rate
Engineering Designer	$125
Construction Inspector	$125
Senior Management Analyst	$135
Assistant Resident Engineer	$150
Assistant Engineer	$135
Associate Engineer	$155
Senior Construction Inspector	$145
Senior Engineer	$180
Resident Engineer	$180
Structure Representative	$180
Senior Project Manager	$185
Principal Engineer	$200
Senior Principal Engineer	$225
Two-Person Survey Crew	$300
Sustainability Program Management Services	**Hourly Rate**
Sustainability Program Analyst	$115
Sustainability Program Senior Analyst	$135
Sustainability Program Manager	$160
Planning Services	**Hourly Rate**
Assistant Planner	$115
Associate Planner	$130
Senior Planner	$150
Principal Planner	$165
Senior Principal Planner	$185

Rates reflect and include administrative costs and routine expenses such as local mileage, copying, fax, telephone, mail, in-house printing, software, and computer usage. Reproduction and subconsultants are billed at cost plus 15%. Rates will remain effective through December 31, 2017. Rates are subject to an annual increase based on CPI.

Attachment: CSG Consultant Agreement (1087 : Award Consultant Agreement to CSG Consultants)

EXHIBIT C
SCHEDULE OF PERFORMANCE

CSG Consultant services shall terminate on or before May 1, 2018.

Attachment: CSG Consultant Agreement (1087 : Award Consultant Agreement to CSG Consultants)

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: April 5, 2017

PREPARED BY: Cynthia Iwanaga, Management Analyst
APPROVED BY: City Manager

APPROVE SECOND AMENDMENT TO BURR PLUMBING AND PUMPING, INC. AGREEMENT

RECOMMENDATION(S)
Approve the Second Amendment to the Maintenance Services Agreement with Burr Plumbing and Pumping, Inc.

COUNCIL PRIORITIES, GOALS & STRATEGIES
Ongoing Priorities
Maintaining Fiscal Responsibility

REPORT NARRATIVE:
The City has contracted with Burr Plumbing and Pumping, Inc. for on-call plumbing services since November 2015. The attached Second Amendment is adding grease interceptor cleaning and pumping services for the Community and Cultural Center (CCC).

The sole purpose of this agenda item is to add pumping and cleaning of the CCC grease trap interceptors and associated pricing to the services that may be performed by Burr Plumbing and Pumping, Inc. per its on-call plumbing maintenance service agreement.

COMMUNITY ENGAGEMENT: Not Applicable

ALTERNATIVE ACTIONS:
The Council could decide not to approve this Second Amendment, and/or direct staff to solicit additional quotes for this service.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
The Council approved the Original Maintenance Service Agreement with Burr Plumbing and Pumping, Inc. on November 4, 2015. The Council approved the First Amendment to Burr Plumbing and Pumping, Inc. Agreement on October 19, 2016.

FISCAL AND RESOURCE IMPACT:
The recommended action does not increase the total amount of the agreement, and therefore no budget adjustment is required because the City's adopted budget for building maintenance, park maintenance, and street maintenance has included funding for this work.

CEQA (California Environmental Quality Act):
Categorical Exemption

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

LINKS/ATTACHMENTS:
1. Burr Plumbing Second Amendment

SECOND AMENDMENT TO AGREEMENT
BURR PLUMBING AND PUMPING, INC.

This SECOND AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, BURR PLUMBING AND PUMPING, INC., a California Corporation ("SERVICE PROVIDER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Second Amendment to Agreement is entered into based upon City of Morgan Hill Council approval on April 5, 2017.

2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement," made as of November 11, 2015, for services for a maximum compensation of Seventy-Five Thousand Dollars ($75,000.00) ("MAINTENANCE SERVICE AGREEMENT").

3. The CITY and SERVICE PROVIDER entered into a "First Amendment to Agreement" made as of November 1, 2016, under which additional services to be performed by the SERVICE PROVIDER were added to the Scope of Services. The MAINTENANCE SERVICE AGREEMENT and the First Amendment thereto are attached as Exhibit "A" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the MAINTENANCE SERVICE AGREEMENT, as amended, as attached as Exhibit "A," shall remain in full force and effect; except that the following amendments shall be made as set forth below:

Paragraph 3 shall be amended by adding the following:

The services to be performed by the SERVICE PROVIDER shall consist of the following additional services set forth in Exhibit "B" and dated March 1, 2017:

Pumping/Cleaning of large grease trap interceptor at Community and Cultural Center for $500 per quarter

2. **Conflicts**. In the event of a conflict between the terms and provisions of this Second Amendment to Agreement and the terms and provisions of the MAINTENANCE SERVICE AGREEMENT or any earlier amendment, the terms of this Second Amendment to Agreement shall govern and control.

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

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

ATTEST:

City Clerk
Date: _____

APPROVED AS TO FORM:

City Attorney
Date: _____

CITY OF MORGAN HILL

City Manager
Date: _____

BURR PLUMBING AND PUMPING, INC.

By: _____
Title: KEVIN BURR, V.P.
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 3/14/17

By: _____
Title: ERIC BURR, PRES.
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 3-14-17

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

128-04-15-029

FIRST AMENDMENT TO AGREEMENT
BURR PLUMBING AND PUMPING, INC.

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on 11/01/16 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, Burr Plumbing and Pumping, Inc., a California Corporation ("SERVICE PROVIDER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into based upon City of Morgan Hill City Council approval on October 19, 2016.

2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of November 11, 2015, for services for a maximum compensation of $75,000.00 ("MAINTENANCE SERVICE AGREEMENT"). The MAINTENANCE SERVICE AGREEMENT is attached as Exhibit "A" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the MAINTENANCE SERVICE AGREEMENT, as amended, as attached as Exhibit "A," shall remain in full force and effect; except that the following amendments shall be made as set forth below:

B. Paragraph 3 shall be amended by adding the following:

"The services to be performed by SERVICE PROVIDER shall consist of the following additional services set forth in Exhibit "B":

1. Pumping/Cleaning of 3,000 gallon grease trap interceptor @ CRC $850 per quarter
2. Pumping/Cleaning of 20 gallon grease trap interceptor at Aquatics Center $180 per quarter

2. **Conflicts**. In the event of a conflict between the terms and provisions of this First Amendment to Agreement and the terms and provisions of the MAINTENANCE SERVICE AGREEMENT, the terms of this First Amendment to Agreement shall govern and control.

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

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

ATTEST:

Deputy City Clerk
Date: 11/01/16

APPROVED AS TO FORM:

for City Attorney
Date: 11/01/16

Resolution: 16-168

CITY OF MORGAN HILL

for City Manager
Date: 11/1/16

BURR PLUMBING AND PUMPING, INC.

By:
Title: Kevin Burr, V.P.
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 10/24/16

By:
Title: Mark Burr, V.P. + Secretary
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 10-24-16

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

128-04-15-029

MAINTENANCE SERVICE AGREEMENT
Burr Plumbing and Pumping, Inc.

THIS AGREEMENT is entered into and becomes effective on 11/11/15 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Burr Plumbing and Pumping, Inc. a California corporation ("SERVICE PROVIDER") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority**. This Agreement is entered into pursuant to action of the Morgan Hill City Council taken on November 4, 2015.

2. **Term of Agreement**. This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2018 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. 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 on-call plumbing maintenance and repair services as further described in **Exhibit A.**

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

4.1. Amount. $75,000.00. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed seventy-five thousand dollars and shall be billed based on the rate and basis set forth in **Exhibit B.** If the City Manager extends the term of this Agreement for up to one year 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 during the extended term period exceed an additional five percent (5%) above the compensation allowed to be paid to SERVICE PROVIDER during the initial term of this Agreement.

4.2. Billing. SERVICE PROVIDER shall provide CITY with a monthly 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. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one fourth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

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

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

without additional compensation to SERVICE PROVIDER. The CITY Manager of CITY is authorized to terminate this AGREEMENT on behalf of CITY.

6. **Performance of Work**. SERVICE PROVIDER represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by SERVICE PROVIDER in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the SERVICE PROVIDER'S profession. By delivery of completed work, SERVICE PROVIDER certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. SERVICE PROVIDER shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY's City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If SERVICE PROVIDER desires to leave or store any of SERVICE PROVIDER's equipment at a CITY site while SERVICE PROVIDER is performing work or service pursuant to this Agreement, SERVICE PROVIDER will first obtain the consent of CITY's City Manager, or his 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, SERVICE PROVIDER agrees to fully and timely abide by and comply with all laws, regulations and policies pertaining to the use, transport, removal, handling or other activity related to any and all materials or chemicals that are considered hazardous materials under any such law, regulation or policy.

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, relating to or arising from the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. 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) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars ($1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.1.2. Automobile Liability. SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own automobiles, then SERVICE PROVIDER shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

dollars ($1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars ($1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

8.2. **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.

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.

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

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

8.4. **Certificates**. SERVICE PROVIDER shall furnish CITY of Morgan Hill with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to the SERVICE PROVIDER's agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. 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 in carrying out their obligations under this Agreement. SERVICE PROVIDER and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

10.2. Without limiting the provisions of Section 10.1 above, each worker performing work under this Agreement shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at http://www.dir.ca.gov/dlsr. SERVICE PROVIDER shall post a copy of the applicable prevailing rates at the Worksite. Pursuant to Labor Code Section 1775, SERVICE PROVIDER and any Subcontractor shall forfeit to CITY as a penalty up to two hundred dollars ($200.00) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. SERVICE PROVIDER shall also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

10.3. DIR Registration. The City will not accept a Bid Proposal from or enter into a contract with a Contractor, without first receiving proof to the satisfaction of City that Contractor and its Subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. Under Labor Code section 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

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

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

13. **Conflict of Interest and Reporting**. SERVICE PROVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

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:

Burr Plumbing and Pumping, Inc.
1645 Almaden Road
San Jose, CA 95125
Attn: Eric Burr, President

Address of CITY is as follows:

Director of Community Services	*with a copy to:*
City of Morgan Hill	City Clerk
17575 Peak Avenue	City of Morgan Hill
Morgan Hill, CA 95037	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. **Maintenance of Records**.

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

16.2. Access to and Audit of Records. The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the 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

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

16.3. Ownership of Work Product. All documents or other information developed or received by 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.

17. **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.

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

19. **No Assignment**. Neither this Agreement nor any portion shall be assigned by 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.

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

21. **Defense and Indemnification**.

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

21.2. 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.

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

21.4. 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 (21) and any amount due CITY from SERVICE PROVIDER arising from SERVICE PROVIDER's

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

21.5. Interpretation. This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the 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.

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

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

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

25. **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.

26. **Binding Agreement**. Notwithstanding the provisions of Section 19 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of 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.

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Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

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

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

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

City Clerk/Deputy City Clerk

for Michelle Wilson
Print Name

Date: 11/12/15

APPROVED AS TO FORM:

City Attorney

for Renee Gurza
Print Name

Date: 11/10/15

CITY OF MORGAN HILL

City Manager

Steve Rymer
Print Name

Date: 11/11/15

BURR PLUMBING AND PUMPING, INC.

By:

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

Date: 10-28-15

By:

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

Date: 10/28/15

P:\Forms\Consultant Agreements\City Maintenance Service Agreement 10-5-15.Docx

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

Exhibit A
Scope of Services

Services to be performed include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks and incidental and customary work necessary to competently perform on-call Plumbing maintenance and repair work at various City facilities as described below.

The work will include the provision of a total maintenance and repair program consisting of a variety of tasks including, but not limited to, laying out, installing, replacing, piping, and testing plumbing service and plumbing systems and components. Systems include, but are not limited to domestic water, heating, cooling, hot water systems, conditioned water systems, pool water systems, sanitary sewer and storm systems as well as all related components required for municipal buildings and facilities. Services will include, but not be limited to installing and repairing piping, fixtures and maintenance for commodes, urinals, drinking fountains, pools, water spray features, heating and air conditioning systems as well as additional plumbing related issues as they arise and the services necessary to insure safe, well maintained influent, effluent and closed loop systems for City employees and the public. The scope and number of projects and tasks are unknown at the time of contract execution.

The Contractor shall leave work areas free of all dirt, litter, lubricants, or other materials utilized to perform Plumbing maintenance.

The Contractor shall erect barricades, warning signs, and any other devices to prevent unauthorized access by the public or unauthorized City staff to work areas.

The Contractor shall respond to all requests for repairs or unscheduled emergency repairs as required, 24 hours per day, 365 days per year, including holidays. Response time by the Contractor shall be within four (4) hours of all requests.

The Contractor will be responsible for providing labor, supervision, materials, equipment, transportation, service and the shop facilities necessary to perform high quality work. Contractor will also be responsible for discarding all used materials.

It is the intent of the City of Morgan Hill to identify and establish long term partnerships with highly qualified contractors. To achieve the best level of service, the City believes that the relationship must be based on mutual trust and respect. Teamwork, flexibility, and cooperation will be essential characteristics of the successful Contractor.

The Contractor shall provide full-service on-call Plumbing maintenance and repair services to City Facilities as outlined in this document. Contractor shall retain professional personnel who have successfully and competently provided municipal facility Plumbing maintenance and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to effectively repair and maintain, to the satisfaction of the City representative, all aspects of Plumbing systems in City defined facilities with minimal downtime. All maintenance and repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, shall meet warranties and be in conformance to all applicable laws, codes and regulations. The successful Contractor's

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

Plumbing maintenance and repairs shall, at a minimum, include but not be limited to the specifications outlined herein.

It is the Contractor's responsibility to provide an appropriate level of staffing and provide appropriate tools and vehicles necessary to support all facility Plumbing maintenance and repair functions during hours of operation and for response after normal working hours. Contractor shall maintain the appropriate license and will comply with all other license, insurance and permit requirements of the City, State and Federal governments, as well as all other requirements of the law.

LIST OF FACILITIES AND WORK HOURS Scheduled maintenance and repairs shall typically occur during normal business hours. Facility business hours are:

- Aquatics Center is open weekdays from 5:00 a.m. to 8:00 p. m., Saturdays from 7:00 a.m. to 12:00 p.m. (summer season to 6:30 p.m.), and Sundays 11:30 a.m. to 6:30 p.m. (summer season only).
- Centennial Recreation Center is an active facility on Weekdays from 5:00 a.m. to 10:00 p.m., Saturdays from 6:30 a.m. to 8:00 p.m., and on Sundays from 8:00 a.m. to 6:00 p.m.
- City Hall is open Monday-Friday 8:00 a.m. – 5 p.m.
- Chambers Building is open Monday-Friday 8:00 a.m. – 5 p.m.
- The Community and Cultural Center is open Monday-Friday 8:00 a.m. – 5 p.m.
- El Toro Youth Center is open Monday-Friday 2:00 p.m. – 6:00 p.m.
- The Friendly Inn is open Monday-Saturday 8:00 a.m. to 10:00 p.m.
- The Outdoor Sports Complex – coordinate hours with Project Manager, Dale Dapp
- The Police Department is open Monday-Friday 8 a.m. – 5:30 p.m.
- The Public Works Corporation Yard is open Monday-Thursday 6:30 a.m. – 4:00 p.m. and Fridays from 6:30 a.m. -3:00 p.m.
- The Villas are open Monday-Friday 8:00 a.m. – 5 p.m.
- Community Park Restrooms are open seven days a week 6 a.m. to 10 p.m.
- Galvan Park Restroom are open seven days a week 6 a.m. to 10 p.m.

SERVICE AVAILABILITY The Contractor shall have trouble-call service available on a twenty-four hours a day, seven days a week basis with a response time not to exceed the following:

EMERGENCIES.....two hour response time
NON-EMERGENCIES..... four hour response time

Time to respond shall start when the City calls the problem into Contractor's designated emergency phone number. Additionally, the Contractor shall provide the ability to respond immediately to situations involving the health and safety of employees and/or the public and the comfort and operational capability of any public meeting space. Routine repairs, service requests or other non-urgent tasks shall be completed by journey level staff within one (1) working day from the date of request by City.

TROUBLE-CALL/REPAIR SERVICE Should the City request the contractor to make unscheduled, emergency Plumbing system repairs, the City shall be responsible for labor and travel costs

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

associated therewith. Rates shall be firm for the term of the contract. The City reserves the right to contract with others for trouble calls and repairs.

BILLABLE WORK The Contractor shall not bill for unnecessary repairs, for repairs that were not completed satisfactorily, for repairs that did not fix an identified problem, or for facility visits that are made by staff unqualified to complete needed repairs.

STAFFING, WORKMANSHIP AND QUALITY LEVEL The Contractor shall provide a staffing level to perform on-call Plumbing maintenance and repair services at designated City facilities in a thorough and professional manner, so that the City is provided with reliable and high quality Plumbing maintenance at all times. The Contractor shall possess and maintain a C-36 General Plumbing license by the State of California Contractors Licensing Board through the term of the contract. All personnel performing work under this Contract shall possess and maintain a state Journeyman certification and be directly employed and supervised by the Contractor. Any assigned apprentice shall work directly under the supervision of a qualified journeyman. The Contractor shall provide management and technical supervision through competent supervisors as required. The Contractor shall be responsible for the skills, methods and actions of all employees, subcontractors and for all work done.

TOOLS AND EQUIPMENT The Contractor shall furnish and maintain all equipment necessary for properly servicing and maintaining Plumbing systems in City buildings. The City of Morgan Hill reserves the right to inspect equipment to be used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

PARTS AND MATERIALS The Contractor shall furnish all parts and materials necessary for properly maintaining and repairing Plumbing systems in City buildings. Mark-up on parts and materials may not exceed 10% of Contractor's cost. Invoices must identify the work performed, cost of labor, parts/materials used, parts/materials cost, and parts/materials mark-up cost.

INSPECTIONS AND REMEDIES So as to ensure consistent quality of the work being performed, the City will perform periodic inspections of Plumbing systems to ensure compliance with the contract specifications. Inspections may be made by the City at any time to confirm that work performed meets specifications. If corrective work is required, the City will provide a written list of items and the Contractor shall correct deficiencies as directed. If deficiencies are not corrected in a timely manner, the City may perform the work using others and deduct the cost from the Contractor's payment.

DAMAGES The Contractor will be responsible for all damages to the facility or contents caused by Contractor, their staff or subcontractors during the performance of their duties.

SAFETY & SECURITY The Contractor and staff shall follow all established safety procedures and shall take special care not to endanger the public in any way. The Contractor is responsible for the security of all doors at the conclusion of work in each room. All exterior doors should remain locked at all times. Interior doors that are found open or unlocked shall be left in the

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

same position/condition in which they were found.

FINGERPRINTING (Live Scan State of California Criminal Records Check): All Contractor staff who will be working on City facilities must pass a State of California Department of Justice Criminal Records Check. Fingerprinting Appointments can be scheduled at the Morgan Hill Police Department (16200 Vineyard Boulevard, Morgan Hill) by calling 408-776-7300. Live Scan (Criminal Records Check Request) Forms are available at www.morganhill.ca.gov (Department Tab: Police Department Link) and the fingerprint fee is $52.00 per person (payable at the time of the appointment). The Contractor is responsible for providing the City of Morgan Hill with updated records check information for their employees.

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

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

Bid Item	Description of Bid Item	Hourly Rate	Comments
1	Shop rate for Plumbing services - Apprentice (8:00 a.m. to 5:00 p.m.)	$140.00	Inclusive of standard service equipment, snakes & hand tools
2	Shop rate for Plumbing services - Journeyman (8:00 a.m. to 5:00 p.m.)	$180.00	Inclusive of standard service equipment, snakes & hand tools
3	Shop rate for other Plumbing services – Describe in Comments (8:00 a.m. to 5:00 p.m.)	$	
4	Overtime rate for Apprentice (5:00 p.m. to 8:00 a.m.)	$210.00	Inclusive of standard service equipment, snakes & hand tools
5	Overtime rate for Journeyman (5:00 p.m. to 8:00 a.m.)	$260.00	Inclusive of standard service equipment, snakes & hand tools
6	Other Overtime rate - Describe in Comments (5:00 p.m. to 8:00 a.m.)	$	
7	Saturday, Sunday & Holiday Rate	$260.00	Inclusive of standard service equipment, snakes & hand tools
	Equipment Rate Schedule **Describe Equipment & Hourly or Flat Rate**	**Hourly Rate**	**Comments**
8	Hydro Jetting (trailer), push/pull camera, leak detection equipment, smoke testing equipment, Jack Hammer, ProPress Tool, Threading Machine, Grooving Tooling, Digging/Hammer Drill, Steam Cleaner, Concrete Saw, Small Generator/Pump, etc.	$125.00	4 hour minimum w/verbal approval or included in quoted projects
9	VacCon Combination Truck. VacCon Flush Truck, Rodder Truck, Tractor Camera Truck, Dump Trailer, Dump Truck, Backhoe, Excavator, Skid Steer, Pump Trucks, Pump Trailers, Confined Space Equipment, Trailers, Etc.	$175.00	6 hour minimum w/verbal approval or included in quoted projects
10	Any additional services we offer, can be priced at the time of need, if those services ever become necessary.	$	
11		$	

Note: Quantities cannot be predetermined, but shall be on an "as needed" basis. A flat maximum travel fee of $50 will be charged for all repair visits. Mark-up on parts and materials may not exceed 10% of Contractor's cost. Invoices must identify the work performed, cost of labor, parts/materials used, parts/materials cost, and parts/materials mark-up cost.

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

EXHIBIT C
SCHEDULE OF PERFORMANCE

To be scheduled with City of Morgan Hill Maintenance Manager or other appropriate city staff.

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

Exhibit B

Additional Services

1. Pumping/Cleaning of 3,000 gallon grease trap interceptor @ CRC for $850 per quarter
2. Pumping/Cleaning of 20 gallon grease trap interceptor at Aquatics Center for $180 per quarter

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

Exhibit B

March 1, 2017

Burr Plumbing and Pumping, Inc.

Second Amendment
Additional Services

Pumping and Cleaning of large grease trap interceptor at Community and Cultural Center for $500.00 per quarter.

Attachment: Burr Plumbing Second Amendment (1095 : Second Amendment to Burr Plumbing)

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: April 5, 2017

PREPARED BY: Harjot Sangha, Accounting Manager
APPROVED BY: City Manager

APPROVE STATE OF CALIFORNIA, OFFICE OF EMERGENCY SERVICES' UNIVERSAL RESOLUTION OF DESIGNATING APPLICANT'S AGENT FOR DISASTER ASSISTANCE

RECOMMENDATION(S)

1. Designate City Manager, Finance Director, or Accounting Manager to submit for Disaster Assistance to the State of California, Office of Emergency Services, for the purpose of obtaining certain federal financial assistance; and
2. Direct the City Clerk to certify the Designation of Applicant's Agency Resolution to the State of California, Office of Emergency Services.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility

REPORT NARRATIVE:

When a State or Federal disaster declaration is made, and the City of Morgan Hill has damages or costs that can be reimbursed from disaster recovery funds, a Designation of Applicant's Agent Resolution must be made by the City Council. It is important that the State and Federal agencies know that the City's designated agent has the authority of the City Council to act on the City's behalf.

Staff is seeking approval from the City Council to designate the staff positions of City Manager, Finance Director, or Accounting Manager as applicant's agents to represent the City of Morgan Hill for any applications with the State Office of Emergency Services (OES) and Federal Emergency Management Agency (FEMA) for disaster assistance. The universal resolution is valid for all open and future disasters up to three (3) years, following the date of approval by City Council.

On February 14, 2017, President Donald J. Trump declared a major disaster making federal disaster aid available to 34 counties, including Santa Clara County, for the January 2017 Storms. The specific period includes the dates between January 3 through 12, 2017.

The City of Morgan Hill plans to seek reimbursements for costs incurred as a result of the January Storms, including: Personnel over-time, supplies and equipment utilized, and repairs of damage caused by storms to City facilities.

COMMUNITY ENGAGEMENT: Not Applicable

ALTERNATIVE ACTIONS:
Not Applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
None.

FISCAL AND RESOURCE IMPACT:
There is no direct fiscal impact for designation of applicant's agent. However, the City is not eligible for State and Federal disaster assistance unless a Designation of Applicant's Agent Resolution has been adopted by the City Council. By approving this document, the City will be in a position to recover a percentage of the costs expended due to a declared disaster.

CEQA (California Environmental Quality Act):
Not a project

LINKS/ATTACHMENTS:
1. CalOES130

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130

Cal OES ID No: _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council (Governing Body) OF THE City of Morgan Hill (Name of Applicant)

THAT City Manager (Title of Authorized Agent), OR

Finance Director (Title of Authorized Agent), OR

Accounting Manager (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Morgan Hill (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Morgan Hill (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☑ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of April, 20 17

_____
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____ (Name), duly appointed and _____ (Title) of

_____ (Name of Applicant), do hereby certify that the above is a true and correct copy of a

Resolution passed and approved by the City Council (Governing Body) of the City of Morgan Hill (Name of Applicant)

on the _____ day of _____, 20___.

_____ (Signature) _____ (Title)

Attachment: CalOES130 (1093 : Cal OES- Form 130 - Disaster Assistance Applicant Agent)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. Titles Only: If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.

2. Names and Titles: If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."

Attachment: CalOES130 (1093 : Cal OES- Form 130 - Disaster Assistance Applicant Agent)

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: April 5, 2017

PREPARED BY: Cynthia Iwanaga, Management Analyst
APPROVED BY: City Manager

ADOPT RESOLUTION AUTHORIZING A CAL FIRE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM CALIFORNIA CLIMATE INVESTMENTS GRANT PROGRAM PROJECT APPLICATION

RECOMMENDATION(S)
Adopt resolution authorizing staff to prepare and submit a CAL FIRE Urban and Community Forestry California Climate Investments (CCI) Grant Application to CAL FIRE for the development of an urban forest management plan and associated tree planting along Butterfield Boulevard, Dunne Avenue, and the Outdoor Sports Center, and authorize the City Manager to negotiate and execute the CAL FIRE grant agreement.

COUNCIL PRIORITIES, GOALS & STRATEGIES
Ongoing Priorities
Protecting the Environment

REPORT NARRATIVE:
In October 2016, the California Department of Forestry and Fire Protection (CAL FIRE) released a Request for Proposals (RFP) for California Climate Investment Grants under its Urban and Community Forestry Program. These grants focus on the use of trees and associated vegetation to reduce greenhouse gas emissions and provide environmental benefits to communities defined as disadvantaged by the California Office of Environmental Health Hazard Assessment. Morgan Hill has one area designated as disadvantaged per the attached map.

The application for this CAL FIRE grant is a two-step process. The first step was the submittal of concept proposals in December 2016. The concept proposals were reviewed by the CAL FIRE Grant Committee, which then determined which concept proposals would be invited to submit full project applications. The second step is the submittal of full project application in April 2017.

In December 2016, the City of Morgan Hill submitted a concept proposal to develop an Urban Forest Management Plan that will guide more sustainable urban tree planting and management in the city. The goal is to move from a reactive tree maintenance approach to a proactive tree master planning management approach. As part of the Urban Forest Management Plan project, the City is also proposing to plant 473 new trees along Butterfield Boulevard, East Dunne Avenue, and at the Outdoor Sports Center. These locations were selected based on their proximity within or close to the

one disadvantaged area in Morgan Hill. The total grant amount requested was $241,355, which would fund a Special Projects Manager position to administer the project, consultant services to develop an Urban Forest Management plan, and the cost to buy and plant trees. CAL FIRE expects to award at least $13,500,000 in fiscal year 2016/2017.

On March 10, 2017, CAL FIRE invited the City to submit a full project application for the Morgan Hill Urban Forest Management Project. The project application requires a City Council resolution authorizing submittal of an application, certifying that the City has sufficient funds to operate and maintain the project, and authorizing the City Manager to negotiate, execute, and submit all documents including, but not limited to applications, amendments, and payment requests. Staff recommends approval of the attached resolution, so that the City may continue in the application process. Awards are expected to be announced in June 2017

COMMUNITY ENGAGEMENT: Collaborate
The City plans to develop the Urban Forest Management Plan by collaboratively working with community members and environmental consultants. Workshops will be held to obtain input from the community regarding the proposed Urban Forest Management Plan. Prior to submittal of the concept paper, staff met with representatives from various community groups to discuss and receive input regarding future tree planting and their vision for managing trees in the city. Volunteers will be solicited to plant the new trees wherever possible.

ALTERNATIVE ACTIONS:
An alternative action is to not authorize the submittal of a full project application to CAL FIRE, and to direct staff to suspend new tree planting activities or find other sources of funding to develop an Urban Forest Management Plan and plant additional trees in the city.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
There have been no prior City Council or Commission actions on this specific issue. The Council approved the submission of a tree planting grant and the associated contract for tree planting approximately ten years ago.

FISCAL AND RESOURCE IMPACT:
The total project is estimated at $321,908. The CAL FIRE CCI Grant would fund $241,355 or approximately 75% of the total project cost. The remaining 25% would be funded by PG & E (tree donations of $6,000), tree planting volunteer time (estimated value $26,040) and in-kind City staff time (estimated value $48,513). The staff time is estimated based on 5% or 10% of various staff positions, and is not expected to significantly impact staffs' other projects or day to day tasks.

CEQA (California Environmental Quality Act):
Categorically Exempt

This is solely an administrative action and does not constitute a project under CEQA guidelines. If the grant application is successful, CAL FIRE has determined that it is the lead agency and will conduct the CEQA evaluation.

LINKS/ATTACHMENTS:

1. CalFIRE Grant Application Resolution
2. Disadvantaged Community as defined by CalEnviroScreen 2

RESOLUTION NO.:17-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL FOR FUNDING FROM THE URBAN AND COMMUNITY FORESTY GRANT PROGRAM AS PROVIDED THROUGH THE GREENHOUSE GAS REDUCTION FUND

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Greenhouse Gas Reduction Funding, which provides funds to the State of California and its political subdivisions for urban forestry programs; and

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program, and

WHEREAS, said procedures established by the State Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the applicant will enter into an agreement with the State of California to carry out an urban forestry project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Morgan Hill:

1. Approved the filing of an application for "State Greenhouse Gas Reduction Funding" urban forestry grant program funds; and
2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project; and,
3. Certifies that funds under the jurisdiction of the City Council of the City of Morgan Hill are available to begin the project.
4. Certifies that said applicant will expend funds prior to March 30, 2020.
5. Appoints City Manager, or designee, as agent of the City of Morgan Hill to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

Attachment: CalFIRE Grant Application Resolution (1089 : CAL FIRE Urban and Community Forestry Grant Program)

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the 5th day of April 2017.

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS: Steve Tate

APPROVED: **ATTEST:**

_____ _____

STEVE TATE, Mayor **IRMA TORREZ, City Clerk**

CERTIFICATION

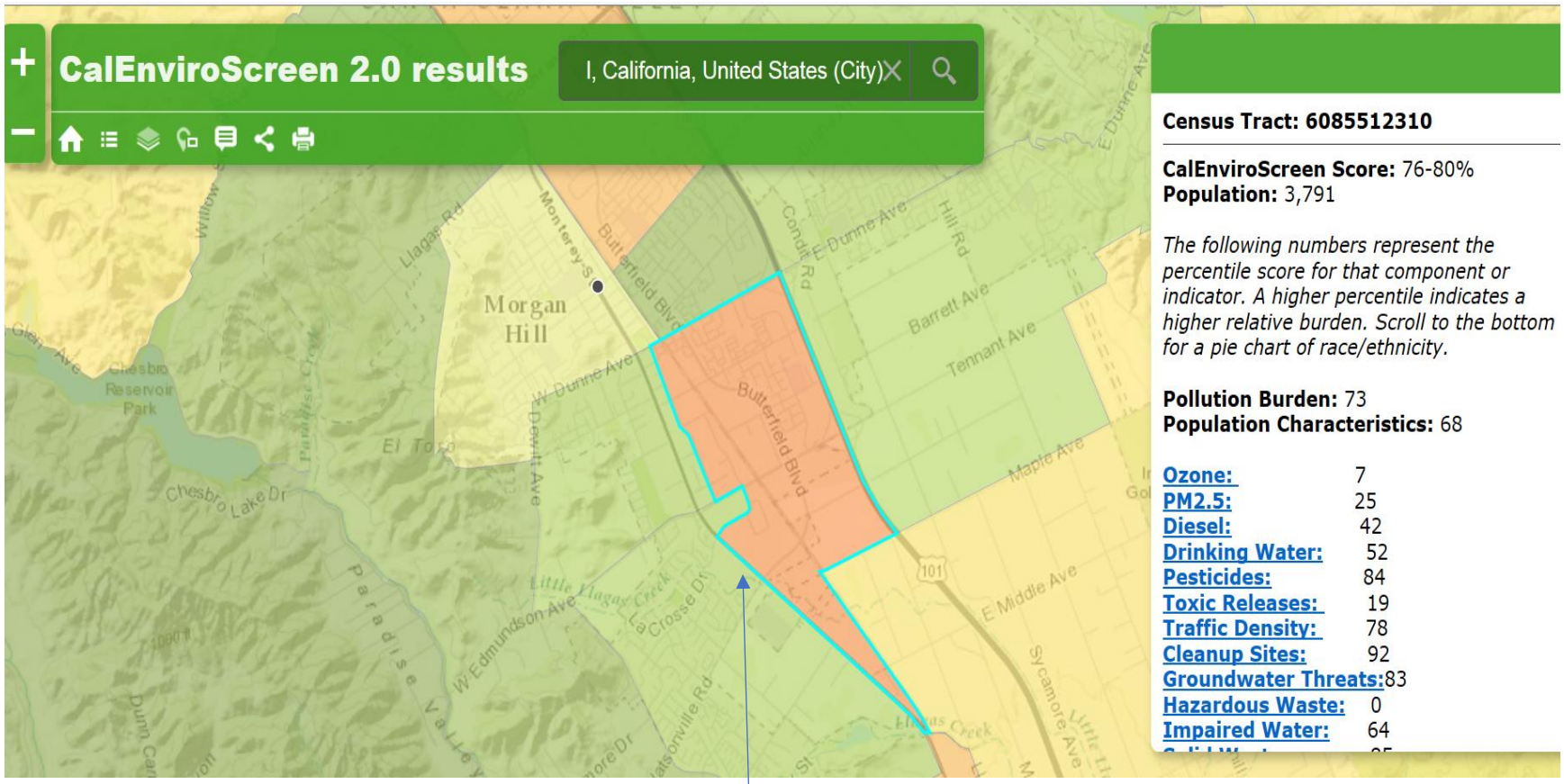
I, Irma Torrez, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. ____, adopted by the City Council at the meeting held on April 5, 2017.

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

DATE:_____ _____

Irma Torrez, CITY CLERK

Attachment: CalFIRE Grant Application Resolution (1089 : CAL FIRE Urban and Community Forestry Grant Program)



Disadvantaged Community as defined by CalEnviroScreen 2.0

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: April 5, 2017

PREPARED BY: Jennie Tucker, Community Services Supervisor
APPROVED BY: City Manager

APPROVE CITY SPONSORSHIP OF 2017 MORGAN HILL COMMUNITY FOUNDATION'S PHILANTHROPY DAY EVENT AT THE COMMUNITY AND CULTURAL CENTER

RECOMMENDATION(S)
Authorize the City Manager to waive the rental fee for the use of the Community and Cultural Center for the Morgan Hill Community Foundation's Philanthropy Day Event on November 17, 2017.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities	**2017 Strategic Priorities**
Supporting Our Youth Seniors and Entire Community	Inclusiveness

REPORT NARRATIVE:
The Morgan Hill Community Foundation (MHCF) is a tax-exempt public charity focused on addressing community needs and identifying and acquiring resources that provide support to nonprofit groups and programs within the Morgan Hill School District boundaries. The MHCF is committed to enriching the quality of life for the greater Morgan Hill area residents by awarding discretionary grants to charitable organizations that support valuable programs and activities.

Each year the MHCF holds a Philanthropy Day Event honoring community volunteers, community organizations, and philanthropists. For the last several years, the City has supported this event by waiving room rental fees for use of the Community Center. The MHCF Board has requested that the City continue to offer the use of the Community and Cultural Center for the Philanthropy Event at no cost to the MHCF. The direct cost of a building coordinator and the required security guards would still be paid by the MHCF. The MHCF would provide YAC with a table for 8 guests, including the YAC honoree, for no cost. Additionally, the City of Morgan Hill would be recognized as a sponsor in all materials marketing and advertising the event.

The Philanthropy Event recognizes the importance of community involvement and volunteerism in Morgan Hill. Staff recommends that Council sponsor this important community celebration by directing the City Manager to waive the rental fee for use of the Community and Cultural Center.

COMMUNITY ENGAGEMENT: Collaborate
This request is an opportunity to collaborate with a local non-profit that is committed to enriching the quality of life for the greater Morgan Hill area. The event itself is an activity that supports and promotes community involvement, recognizing the efforts of community leaders.

ALTERNATIVE ACTIONS:
1. The Council could elect to not approve the requested sponsorship.
2. The Council could elect to waive a portion of the rental fee for the requested sponsorship.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
The Council last approved the sponsorship of the 2016 Morgan Hill Community Foundation's Philanthropy Day Event at the March 16, 2016 meeting.

FISCAL AND RESOURCE IMPACT:
The fiscal impact is the loss of potential revenue for that evening. The value of this sponsorship is estimated to be $3,000.

LINKS/ATTACHMENTS:
1. Community Foundation Sponsorship Request Letter 2017

Morgan Hill Community Foundation
Connecting Morgan Hill and Its People

November 17, 2016

Dear Morgan Hill City Council:

The Morgan Hill Community Foundation (MHCF) is a tax-exempt, public charity that exists to improve the quality of life for as many Morgan Hill residents as possible. The MHCF does so through several programs, including annual grants, high school scholarships, and serving as a fiscal sponsor to a range of successful community partners.

Each year the MHCF hosts a philanthropy celebration that honors community volunteers and philanthropists who have made a significant impact on the community. The celebration recognizes the importance of community involvement and volunteerism in Morgan Hill.

For the last several years the City has generously supported this event by waiving room rental fees for use of the Community and Cultural Center (CCC). The MHCF Board respectfully requests that the City continue to offer the use of the CCC for the Nov. 17, 2017, Philanthropy Celebration at no cost to the MHCF. The secondary costs of a building coordinator and the required security guards would still be paid by the MHCF. As part of the agreement, the MHCF would provide the Youth Advisory Committee with a table for 8 guests, including the YAC honoree, for no cost. Additionally, the City of Morgan Hill will be recognized as a sponsor in all materials marketing and advertising the event.

Staff recommends that Council sponsor this important community celebration by directing the City Manager to waive the rental fee of the Community and Cultural Center.

Support of this Philanthropy Event is consistent with the Council's priorities of enhancing community engagement, diversity, and supporting youth.

Sincerely,

René Spring
President, Morgan Hill Community Foundation
rene.spring@morganhillcf.org

Morgan Hill Community Foundation
P.O. Box 1974 Morgan Hill CA 95038

Phone: 408-722-7612
www.morganhillcf.org

Tax ID: 80-0001382

Attachment: Community Foundation Sponsorship Request Letter 2017 (1091 : Community Foundation Sponsorship)

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: April 5, 2017

PREPARED BY: David Gittleson, Associate Engineer
APPROVED BY: City Manager

TERMINATE CONSTRUCTION CONTRACT FOR THE MONTEREY ROAD SEWER VAULT COATING PROJECT

RECOMMENDATION(S)

1. Terminate construction contract for the Monterey Road Sewer Vault Coating Project; and
2. Authorize the City Manager to administer the termination of the contract with Ellison Environmental, Inc. for the Monterey Road Sewer Vault Coating Project.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities	2017 Strategic Priorities
Maintaining Fiscal Responsibility	Infrastructure

REPORT NARRATIVE:

The City maintains two sewer vaults that are a part of the sewer trunk line siphon that runs under West Little Llagas Creek on the east side of Monterey Road, south of E. Middle Avenue. Due to the harsh chemical environment, minor corrosion within the two vaults has occurred. The Monterey Sewer Vault Coating project was intended to recoat the interior of the vaults.

On October 7, 2015, the City awarded the Monterey Road Sewer Vault Coating project to Ellison Environmental d.b.a. Fluid Resource Management for its bid of $31,775.15. The work consisted of cleaning, repairing, and coating the interiors of the two vaults for the 30” sewer siphon crossing. To perform the work, it was necessary to install a temporary sewer by-pass system to divert the flow from within the two vaults to create a dry environment. Work was started on December 11, 2015 with the installation and operation of the by-pass system to be performed by City Utilities crews. However, all work by the contractor was halted that evening after a rain storm overwhelmed the by-pass system. Further work was suspended for convenience in accordance with Article 13.2, “Suspension for Convenience” of the Contract’s General Conditions until a revised by-pass system was developed.

Given the need to prevent any further problems with the sewer flow, staff spent several months evaluating solutions for recoating the siphon vaults in a safe manner. A handful of methods to safely by-pass the sewage around the vaults were evaluated. Most proved too costly and required closing one southbound lane of Monterey Road. It has been determined that the most efficient option would be to install a new manhole just south of and downstream of the vault. The new manhole would create a location where

flow could be diverted and thereby reducing the long length of the pumping by-pass and avoiding closing one lane on Monterey Road. The new manhole could also be used in the future for other maintenance purposes. Staff considered adding the new manhole as a change order to the existing contract. However, Ellison Environmental does not have the expertise or capabilities to install the manhole and provide the bypass pumping system and informed the City it was not interested in this extra work.

Should Council approve the termination of the contract with Ellison Environmental, staff proposes to re-package the re-coating project to include the new manhole and pumping bypass work and re-bid the project at a later date.

Therefore, staff recommends terminating the agreement with Ellison Environmental and compensating them for work performed in accordance with Article 13.4, “Termination for Convenience”, of the contract. When a contract is terminated before the contract work is complete, the contractor is entitled to be compensated for work performed plus either 5% of the work performed or 5% of the remaining contract work not performed; whichever is the smaller amount. In this case, the work performed is the smaller amount so the contractor shall get compensated 5% of the work performed. At the time the contractor was notified to stop work, they had performed work in the amount of $5,527.37. The contractor has invoiced the City for this amount.

Therefore, final compensation equals $5,572.37 (work performed) plus $278.62 (5% of work performed) totaling $5,850.99.

COMMUNITY ENGAGEMENT: Inform
Due to the remote location of the project, there is only one property owner and one business located near the project. Prior to commencing with construction, staff notified the owner. Staff has also posted information on the City's website and sent an email through "Nextdoor" to notify the community.

ALTERNATIVE ACTIONS:
Council could choose to reject the contract termination and authorize a change order with Ellison Environmental to install a manhole and provide the pump by-pass system necessary for the project. This change order amount is estimated to increase the construction contract to a total amount of $115,000, in which the prime contractor may not be able to perform the required 50% of work.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
On June 3, 2015, the Morgan Hill Financing Authority issued sewer revenue bonds.

On June 17, 2015, the City Council approved the 2015/16 CIP Budget.

On October 7, 2015, City Council awarded a contract to Ellison Environmental, Inc. for $31,775.15 for the Monterey Road Sewer Vault Coating Project.

FISCAL AND RESOURCE IMPACT:
To terminate the contract Ellison Environmental shall be compensated for work

performed plus 5% of work performed. This total is $5,850.99. Staff reviewed Ellison Environmental's costs and agree that the amount is fair and full compensation for the portion of work completed. The remaining funds will go back into the Sewer System Replacement Bond Fund (643- sewer bond proceeds).

CEQA (California Environmental Quality Act):
Categorical Exemption

The activities allowed under this action are to repair, maintain and operate existing City facilities (CEQA Guideline Section 15301 - Existing Facilities).

LINKS/ATTACHMENTS:
1. SiteMap_SewerVaultRelining

CITY OF MORGAN HILL
Engineering Division
Community Development Agency

Path: G:\R-14\PROJ\GIS\Marks\SITE MAPS\SiteMap_SewerVaultRelining.mxd

SITE MAP
SEWER VAULTS, MONTEREY ROAD

0 255 510 1,020 1,530 2,040 Feet

Attachment: SiteMap_SewerVaultRelining (1086 : Terminate Sewer Vault Coating Contract)

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: April 5, 2017

PREPARED BY: Jennie Tucker, Community Services Supervisor
APPROVED BY: City Manager

COLLABORATION BETWEEN CITY COUNCIL AND MORGAN HILL YOUTH ACTION COUNCIL

RECOMMENDATION(S)
Receive follow-up report on November 2, 2016 City Council and Youth Action Council workshop.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities	**2017 Strategic Priorities**
Supporting Our Youth Seniors and Entire Community	Inclusiveness

REPORT NARRATIVE:
On November 2, 2016 City Council members met with members of the Morgan Hill Youth Action Council to review and discuss ways in which the two entities could collaborate. The Youth Action Council (YAC) is a group of teen developmental asset leaders from ages 13 to 19 that help to serve as a prominent voice representing the youth in our community.

After a great interactive discussion, a few ideas for Council Members and YAC members to collaborate to support the youth in community were formulated. Below are the key collaborative items discussed and the anticipated follow-up for each item.

1. Collaborate with the I Love Morgan Hill organization and offer Free Bagel Days at the local high schools. This would be a joint effort between I Love Morgan Hill, YAC members that attend each of the high schools, and the Mayor and/or Council Members.

   Next Steps: YAC Members will reach out to Council members to coordinate participation in these events.

2. Dedicate a “Coffee with the Mayor or Council Member” to the teen audience. Offer this event at a pizza parlor or teen focused activity such as a bowling alley or at a social night at the CRC Teen Center.

   Next Steps: YAC Members will coordinate this event with the Mayor.

3. Pull together a survey to ask teens questions relating to their priorities for the City and what they would like to see more of in their community. YAC Members, Council Members, and the Mayor would distribute and then discuss results jointly.

Next Steps: YAC will develop the survey to share results with the Council at a planned future meeting.

4. Include a workshop between Council Members and YAC members each year to continue collaboration discussion.

   Next Steps: YAC Advisor will work with the Deputy City Clerk to set up a workshop in the Fall of 2017.

Additionally, other items from the meeting have been followed up on, including:

- YAC members reviewed and provided feedback on the update to the Bikeways, Trails, Parks and Recreation Master Plan. This feedback was included for the Council and the Parks and Recreation Commission during the review of the plan.

- YAC members are supporting City after school programming at Village Avante and Murphy Ranch Apartment complexes as discussed with the Council.

- YAC members visited a San Jose YAC meeting to observe other similar teens in the community.

COMMUNITY ENGAGEMENT: Collaborate
The City Council partnership with YAC members provides the community's youth an opportunity to identify and collaborate with the Council on items of importance to the youth and teens in the community. The YAC members have continued to discuss the collaborative items as a group.

ALTERNATIVE ACTIONS:
The Council could provide further clarification and direction to the YAC.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
The Council held a workshop with the YAC on November 2, 2016.

FISCAL AND RESOURCE IMPACT:
None.

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

Since the resulting activity is an administrative program that will not result in a change to the physical environment, this action is not a project under the California Environmental Quality Act.

LINKS/ATTACHMENTS:

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: April 5, 2017

PREPARED BY: Chris Ghione, Community Services Director
APPROVED BY: City Manager

RECOMMENDATION BY THE LIBRARY, CULTURE AND ARTS COMMISSION TO FUND A PUBLIC ART MASTER PLAN

RECOMMENDATION(S)
City Staff recommends that a potential Public Art Master Plan be considered during the Fiscal Year 2018-2019 and 2019-2020 budget cycle.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities	**2017 Strategic Priorities**
Maintaining Fiscal Responsibility	Inclusiveness
Supporting Our Youth	
Seniors	
and Entire Community	

POLICY CONSIDERATIONS:
Understanding there are limited resources available and a considerable amount of new services already requested for Fiscal Year 2017/18, should the City consider:

1) Investing $25,000 to $50,000 in a public art master plan; and

2) Invest significant staff resources in support of a consultant in development of this plan.

REPORT NARRATIVE:
The approved Work Plan for the Library, Culture and Arts Commission (LCAC or Commission) includes an item to “Review opportunities for funding public art in the future”. During the March 7, 2017 LCAC meeting, the Commission recommended to the City Council that the Council fund the hiring of a consultant to develop a “Public Art Master Plan.” This recommendation came from the Commission after it realized that individual commissioners working on this specific work plan item did not have the capacity or expertise to complete this work. The Attachment to this Staff Report contains an email from former Commissioner Cecelia Clark outlining the LCAC recommendation.

Many cities have created master plans for public art. In the brief research by staff it is estimated a plan for a City the size of Morgan Hill could cost between $25,000 and $50,000. It would be anticipated that if a plan were developed, it would at a minimum, provide the City with:

- An existing conditions update on public art in Morgan Hill;
- Recommendations on funding strategies for new public art;
- Recommendations on art maintenance processes and funding; and
- Recommendations on public art policies and procedures for the City.

The City's current practice relating to public art acquisition is one that is opportunity based. For example, the Council recently included public art funding with the Downtown Parks Project. The City also previously supported the creation of public art through requesting it be part of the design of the Downtown Parking Structure.

While City Staff are supportive of the concept of a public art master plan, staff are recommending that this request be considered as part of the budget process for FY 2018/19 and 2019/20. The funding for this plan would need to be allocated from the City's General Fund. There are several new funding requests already known to be competing for limited General Fund dollars that will be discussed at the budget mid-cycle workshop in May. Additionally, the development of this request would require significant time from Community Services Department staff to support the development of the plan. If the Council were to direct staff to pursue a master planning process at this time, other existing priorities would need to be discontinued or put on hold.

COMMUNITY ENGAGEMENT: Not Applicable
This item has been brought forward directly from the LCAC, and no community engagement has been performed in relation to it. It would be anticipated that a public art master plan would include a high level of community engagement.

ALTERNATIVE ACTIONS:
The City Council could direct staff to include the addition of development of a public art master plan for mid-cycle budget consideration. Should the Council provide this direction, City staff would return with a more detailed estimate on the consultant cost and the effects on other projects within the Community Services Department that would be impacted by reallocating staff resources to this project.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
On March 7, 2017, the LCAC recommended that the City Council fund a public art master plan.

FISCAL AND RESOURCE IMPACT:
There is no fiscal impact associated with the staff recommendation. Should the Council select the alternative action recommended by the LCAC, a detailed analysis of fiscal and resource impacts would be presented during the mid-cycle budget update.

CEQA (California Environmental Quality Act):
Not a Project

Since the resulting activity is an administrative program that will not result in a change to the physical environment, this action is not a project under the California Environmental Quality Act.

LINKS/ATTACHMENTS:

1. Email from Commissioner Clark

From: Cecilia Clark
To: Chris Ghione
Subject: Arts Master Plan ideas for letter
Date: Friday, March 03, 2017 8:01:22 PM

Hi Chris,

Here's the information I owe you to build a case for a master plan for the arts and the library in MH.

It's time in the evolution of the city as a growing arts community and for the supporting commission to have a master plan that will guide the city and the commission in future planning. Currently there is nothing that exists to help inform decisions that come before the commission, or, ideas that are presented by commissioners themselves. I think the commission needs direction and also needs a document to guide decisions -- otherwise, everything that comes before us is "a good idea," and may or may not move the community forward as an arts- community. The plan would help the city and the commission determine what that really means and what kind of arts-community do we want to be.

The commission has a work plan that is designed to dove tail the city's strategic plan and goals. But that exists in a vacuum to what is currently happening with economic development, parks and rec, and other department and city activities where public art might be leveraged in a project.

One of the goals I put into the work plan last year was to research and identify sustainable funding models for public art and, ideally, support for performing and visual arts in the community. This seems like a perfect role for a commission to play to shore up funding sources since the RDA surplus is now gone. Unfortunately, it became clear to me that the research is a much bigger job than I could handle with a full time job and commute. Researching and making recommendations for sustainable funding models for the arts in a community the size of MH would be part of a master plan prepared by a hired consultant.

As someone like yourself who's very familiar with grants, you know that there are opportunities to seek funding for a consultant to prepare a master plan. Then funding could be sought, if desired, to retain someone on a pt and/or temporary basis to help execute the plan, with support and guidance by the commission and, of course, city staff.

I think what we should lobby for in the budget is funding to conduct an RFP to hire a consultant to write the master plan. The next step if the city desired would be to hire someone to write some capacity-building grants to secure a pt/temporary person to execute the plan. That's later down the road. But I put it in so the city knows that we've thought about it and realize that you can't just write a master plan without identifying the resources of who would execute the plan. Maybe the staff has the capacity – I don't know.

I believe this is the right moment to act and capitalize on the momentum and excitement that is and will continue with the downtown revitalization. If we wait, we could lose excitement, community good will and potential political capital.

Let me know if you need anything else from me.

Thanks, Chris.
Cecilia

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: April 5, 2017

PREPARED BY: Chris Ghione, Community Services Director
APPROVED BY: City Manager

CONTRACT AMENDMENT TO PERFORM ENVIRONMENTAL REVIEW FOR BIKEWAYS, TRAILS, PARKS AND RECREATION MASTER PLAN UPDATE

RECOMMENDATION(S)
Authorize the City Manager to execute an amendment to the consultant agreement with Moore Iacofano Goltsman, Inc (MIG, Inc.), increasing the scope of services to include preparation of an environmental document for the Bikeways, Trails, Parks and Recreation Master Plan Update.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities	2017 Strategic Priorities
Protecting the Environment Supporting Our Youth Seniors and Entire Community	Inclusiveness, Infrastructure, Regional Initiatives

REPORT NARRATIVE:
The City is currently conducting an update to its Bikeway, Parks and Trails Master Plan (Plan). The update process is nearly complete with the Council providing final direction to staff relating to the Plan on February 22, 2017. Final approval of the Plan requires the preparation of an environmental document to meet the requirements of the California Environmental Quality Act (CEQA).

Staff and consultants believe the most appropriate route to meet the CEQA requirements is to prepare an addendum to the City's General Plan Environmental Impact Report. Staff is recommending that the current Master Plan Consultant, MIG, perform the environmental review and documentation for the Master Plan, as they have the greatest understanding of the details of the Plan.

The proposed contract amendment would require funding of $18,000 for the work. This includes $13,710 for the base proposal and $4,290 in contingency funds. The high contingency percentage would provide the ability for work to continue should any minor unanticipated work necessary to complete the addendum be discovered. It is not anticipated that the contingency will be needed. To ensure the City was receiving appropriate pricing, the City also requested and received a proposal from Placeworks, the consultant who updated the City's General Plan. That cost associated with the Placeworks proposal was approximately $25,000.

COMMUNITY ENGAGEMENT: Involve
No specific outreach was done in relation to this proposed contract amendment and increase in scope. The update of the Bikeways, Trails, Parks and Recreation Master Plan has involved extensive community outreach through public meetings, surveys, and a stakeholders group.

ALTERNATIVE ACTIONS:
The City Council could provide additional direction to staff on this item, including requesting staff to solicit additional proposals.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
April 1, 2015 - The Council authorized the City to enter into an agreement with MIG, Inc. for the Master Plan update.
December 15, 2015 - The Parks and Recreation Commission received an update on the Master Plan progress.
March 15, 2016 - The Parks and Recreation Commission discussed key policy considerations for the Master Plan.
March 2, 2016 - The City Council received an update on the Master Plan Progress.
May 31, 2016 - The Parks and Recreation Commission conducted a workshop on the Master Plan update.
June 22, 2016 - The City Council conducted a workshop on the Master Plan update.
December 20, 2016 - The Parks and Recreation Commission reviewed the draft Master Plan.
January 3, 2017 - The Library, Culture and Arts Commission reviewed the draft Master Plan and provided comments.
January 10, 2017 - The Planning Commission reviewed the draft Master Plan and provided comments.
January 17, 2017 - The Parks and Recreation Commission provided formal recommendations for the City Council on the draft Master Plan.
February 22, 2017 – The City Council provided policy direction on the proposed draft Master Plan.

FISCAL AND RESOURCE IMPACT:
The funds associated with the environmental review for the plan were anticipated and are budgeted in the Fiscal Year 2016/17 CIP Budget and funded through the Park Impact Fund (301).

CEQA (California Environmental Quality Act):
Project
The scope of this consultant agreement will be to develop an addendum to the Environmental Impact Report for the City's General Plan to specifically review the environmental impacts associated with the Bikeways, Trails, Parks and Recreation Master Plan Update.

LINKS/ATTACHMENTS:
1. Second Amendment to Agreement

2. 12 Supplement 1

SECOND AMENDMENT TO AGREEMENT
Moore Iacofano Goltsman, Inc.

This SECOND AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, **Moore Iacofano Goltsman, Inc.**, a California Corporation ("CONSULTANT).

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Second Amendment to Agreement is entered into based upon City of Morgan Hill City Council approval on April 5, 2017.

2. The CITY and CONSULTANT entered into that "Consultant Agreement" made as of May 5, 2015, for consultant services for a maximum compensation of Two Hundred and Sixty Thousand ($260,000) ("CONSULTANT AGREEMENT").

3. The CITY and CONSULTANT entered into a "First Amendment to Agreement" made as of September 7, 2016under which the maximum compensation under the CONSULTANT AGREEMENT, as amended, was increased to Three Hundred and Twenty Six Thousand Dollars ($326,000). The CONSULTANT AGREEMENT and the First Amendment thereto are attached as Exhibit "A" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the CONSULTANT AGREEMENT, as amended, 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. Paragraph 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement**. This Agreement shall be effective and cover services rendered from May 6, 2015, until September 30, 2017. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both parties to this Agreement."

B. Paragraph 3 shall be amended by adding the following:

"The services to be performed by CONSULTANT shall consist of the following additional services set forth in Exhibit "B":

Preparation of an environmental document for the Morgan Hill, Bike, Trails, Parks and Recreation Master Plan.

C. Paragraph 4.1 shall be amended and replaced in its entirety by the following:

"4.1. Amount. Compensation under this Agreement shall not exceed Three Hundred Forty

Attachment: Second Amendment to Agreement (1102 : BTPR Master Plan CEQA)

Four Thousand Dollars ($344,000). and shall be billed based on the rate and basis set forth in Exhibit C."

2. **Conflicts**. In the event of a conflict between the terms and provisions of this Second Amendment to Agreement and the terms and provisions of the CONSULTANT AGREEMENT or any earlier amendment, the terms of this Second Amendment to Agreement shall govern and control.

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

ATTEST:

City Clerk
Date:

APPROVED AS TO FORM:

City Attorney
Date:

CITY OF MORGAN HILL

City Manager
Date:

Moore Iacofano Goltsman Inc.

By:
Title: Daniel Iacofano, CEO
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 3/16/17

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

Date: 3/16/17

Attachment: Second Amendment to Agreement (1102 : BTPR Master Plan CEQA)

126-04-15-038

FIRST AMENDMENT TO AGREEMENT
Moore Iacofano Goltsman, Inc.

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on 9/16/16 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, **Moore Iacofano Goltsman, Inc.**, a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into based upon City of Morgan Hill City City Council approval on September 7, 2016.

2. The CITY and CONSULTANT entered into that "Consultant Agreement" made as of May 6, 2016, for consultant services for a maximum compensation of Two Hundred and Sixty Thousand ($260,000) ("CONSULTANT AGREEMENT"). The CONSULTANT AGREEMENT is attached as Exhibit "A" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the CONSULTANT AGREEMENT, as amended, 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. Paragraph 3 shall be amended by adding the following:

"The services to be performed by CONSULTANT shall consist of the following additional services set forth in Exhibit "B":

B. Paragraph 4.1 shall be amended and replaced in its entirety by the following:

"4.1. Amount. Compensation under this Agreement shall not exceed Three Hundred and Twenty Six Thousand Dollars ($326,000) and shall be billed based on the rate and basis set forth in Exhibit C."

2. **Conflicts.** In the event of a conflict between the terms and provisions of this First Amendment to Agreement and the terms and provisions of the CONSULTANT AGREEMENT, the terms of this First Amendment to Agreement shall govern and control.

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

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ATTEST:

for City Clerk
Date: 9/19/16

APPROVED AS TO FORM:

for City Attorney
Date: 09/13/16

Resolution No. 16-150

CITY OF MORGAN HILL

for City Manager
Date: 9/16/16

Moore Iacofano Goltsman, Inc.

By: Daniel S. Iacofano
Title: CEO VP

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

Date: 9.12.16

By: Carolyn Verheyen
Title: Secretary

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

Date: 9-12-16

Attachment: Second Amendment to Agreement (1102 : BTPR Master Plan CEQA)

124-04-15-038

Exhibit A Original Agreement

CONSULTANT AGREEMENT
Moore Iacofano Goltsman, Inc.

THIS AGREEMENT is entered into and becomes effective on 5/6/15 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Moore Iacofano Goltsman, Inc. a California corporation ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority**. This Agreement is entered into pursuant to action of the Morgan Hill City Council taken on April, 1st, 2015.

2. **Term of Agreement**. This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2017 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.

3. **Scope of Service**. The services to be performed by CONSULTANT shall be to combine and update the existing; Bikeways Master Plan, Trails and Natural Resourses Study and the Parks & Recreation Master Plan as further described in **Exhibit A.**

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

   4.1. Amount. $260,000.00. Total compensation under this Agreement shall not exceed Two Hundred Sixty Thousand dollars and shall be billed based on the rate and basis set forth in **Exhibit B.**

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

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

6. **Performance of Work**. CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of

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completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY's City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement.

7. **Insurance Requirements**.

7.1. Commencement of Work. CONSULTANT shall not commence work under this Agreement until it has obtained CITY approved insurance. For general liability insurance policies, CONSULTANT shall provide CITY, prior to commencement of work, with a separate endorsement which states that the policy contains the following language:

- The CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds; and,
- the insurer waives the right of subrogation against CITY and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,
- insurance shall be primary non-contributing.

CONSULTANT shall furnish CITY with copies of all policies or certificates subject to this Agreement, whether new or modified, promptly upon receipt. No policy subject to this Agreement shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY.

7.2. Workers' Compensation Insurance. CONSULTANT and all subcontractors shall maintain Workers' Compensation Insurance, as required by law.

7.3. Insurance Types and Amounts. CONSULTANT shall maintain comprehensive general liability insurance; professional errors and omissions liability insurance (required for professional and technical service consultants only); and automobile insurance each with policy limits of at least $1,000,000 per occurrence for general liability, $1,000,000 per accident for automobile liability and $1,000,000 per claim for professional errors or omissions (for professional and technical service consultants only).

7.4. Acceptability of Insurers. All insurance required by this Agreement shall be carried only by responsible insurance companies licensed and admitted, or otherwise legally authorized to carry out insurance business, in California with a current A.M. Best's rating of no less than A:VII.

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

9. **Compliance with Law**. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

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10. **Independent Contractor**. CONSULTANT is an independent contractor and not an agent or employee of CITY.

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

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

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

Address of CONSULTANT is as follows:

Moore Iacofano Goltsman, Inc.
800 Hearst Avenue
Berkeley, CA 94710

Address of CITY is as follows:

Community Development Services 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

14. **Licenses, Permits and Fees**. CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.

15. **Maintenance of Records**.

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

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

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15.3. Ownership of Work Product. All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

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

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

18. **No Assignment**. Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY.

19. **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.

20. **Defense and Indemnification**.

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

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

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

20.4. Right to Offset. CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (20) and any amount due CITY from CONSULTANT arising from CONSULTANT's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

20.5. Interpretation. This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall

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be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

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

22. **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.

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

24. **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.

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Attachment: Second Amendment to Agreement (1102 : BTPR Master Plan CEQA)

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

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

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

City Clerk/Deputy City Clerk

Michelle Wilson
Print Name

Date: 5/7/15

APPROVED AS TO FORM:

for City Attorney

Renee Gurza
Print Name

Date: 05/04/15

CITY OF MORGAN HILL

City Manager

Steve Rymer
Print Name

Date: 5/6/15

Moore Iacofano Goltsman, Inc.

By:

Title: Daniel S. Iacofano, CEO, Treasurer
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 4.22.15

By:

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

Date: 4-22-15

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EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A: SCOPE OF SERVICES

TASK 1: WORK PLAN

MIG will meet with City staff to discuss, refine and finalize the detailed work scope and schedule and confirm project roles and responsibilities. This meeting will also include a discussion of public engagement activities, outreach methods, target audiences and key stakeholders that MIG will use to develop a public input plan. MIG will also prepare a request for information letter, identifying background data, reports and other the information to be provided by City Staff.

Meetings:

- Project initiation meeting with City staff

Deliverables:

- Revised scope and schedule
- Public input plan
- Request for information letter

TASK 2: CITY POLICY AND STANDARDS REVIEW

The MIG Team will facilitate an interdepartmental staff workshop including representatives from all relevant City departments to discuss the role parks, trails and recreation services play in Morgan Hill and the connections with other City services. This meeting will also be an opportunity to gather staff perceptions of needs, gaps, challenges and opportunities in the City's system. A third purpose of this meeting will be to identify the related planning efforts (past and present), policies and standards that should be considered in the development of the Master Plan, building on the list included in the City's RFP.

Following this meeting, MIG will assemble and review all identified documents to ensure compatibility with the final Master Plan recommendations. We will summarize the findings from this task in the Draft and Final Planning Environment Summary, which will include proposed improvements for relevant plans, practices and policies. This summary will also include the facility and program gaps identified in related and past planning efforts and recommendations for addressing them as new projects, programs or service delivery approaches that can be refined during the Master Plan process.

MIG will provide a draft in electronic format suitable for review and commenting. The City will provide one set of consolidated, non-conflicting comments for one revision of this document. MIG will then deliver a final version suitable for distribution online to the Parks and Recreation Commission and public.

This task will also include the first in a series of Staff Project Team review meetings. This group will be composed of the key staff members who will guide the process by providing technical and political

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feedback on interim products. The first meeting will review the Planning Environment Summary as well as the preliminary inventory results.

Meetings:

- Interdepartmental Staff Workshop
- Staff Project Team Meeting #1

Deliverables:

- Draft and Final Planning Environment Summary

TASK 3: EXISTING PARK, TRAILS AND RECREATION FACILITIES AND PROGRAMS INVENTORY/ANALYSIS

Inventory and Analysis

During this task, MIG will develop a comprehensive inventory and analysis of the City's bikeways, trails, parks and recreation system, including the developed areas of open spaces. Through a community tour and information provided by City staff at meetings, MIG will compile inventory data for both the physical system and the recreation program offerings in Morgan Hill. Using this information, MIG will analyze the mix and distribution of recreation opportunities, access to the key features, current practices, constraints and opportunities to expand the opportunities offered by the City of Morgan Hill.

The physical inventory of the system will include the complete system, summarized on a base map of the city as well as an inventory table detailing the following for all parks and open spaces (developed areas only):

- Location
- Size and boundary
- Use (neighborhood or regional)
- History (provided by the City)
- Current condition
- Facilities (including playgrounds, playfields, ball courts, pools, gyms, trails, restroom, structures, parking)
- School facilities

The inventory will be reviewed by the Staff Project Team to ensure accuracy and completeness before proceeding to analysis. The analysis of the physical system will include:

- System gaps, utilizing input from the Mapita survey and the geographic analysis
- Operations and maintenance issues and requirements
- Potential for increased recreational opportunities, including potential joint use with schools or other organizations

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- Opportunities for expansion of parks, trails and recreation facilities

A parallel, interrelated, programmatic inventory will include the following details for all City programs:

- Program areas
- Market segments served
- User groups for primary facilities
- Times of usage for primary facilities
- Schedule of program offerings

Analysis of the City's recreational programs will determine the level of recreational needs currently being met by the City and to identify those recreational areas that are lacking or not being served in Morgan Hill. This task will also include the review and identification of potential locations to expand the City's recreational facilities, identifying potential revenue sources, and operating /maintenance requirements.

The inventory and analysis of the existing system will be summarized in an Existing System Analysis Summary which will be provided as a draft, reviewed and finalized as described in Task 2.

The second Staff Project Team Meeting will include the review of the Draft Existing System Analysis Summary and the results of the Demographic Analysis and Mapita online mapping tool. Looking forward, the group will also discuss the draft agenda and materials for the Community Workshop Meetings and Stakeholder Focus Group Meetings. This meeting may be broken down into sequential meetings on the same day to accommodate the extensive agenda and the possibility that different staff team members may be needed for different portions of the agenda.

Mapita Online Survey

MIG will develop a map-based online survey tool using the Mapita software that will allow participants to answer questions and provide site-specific input on the City's bikeways, trails, parks and recreation facilities. In consultation with the City, MIG will develop the survey questions, and promote the community survey for broad participation. MIG will incorporate data into the geographic analysis and provide a draft summary of Mapita responses for review with staff and the Parks and Recreation Commission.

Demographic Analysis

MIG will prepare a demographic analysis as part of Task 3, building on our recent data collection and analysis efforts in Santa Clara County and regular review of national industry and advocacy group surveys. We will augment these analyses with city and school district data and develop and summarize an analysis of the next 25 years of projected park use.

By identifying the activities most likely to experience growth, plateau or decline, the impact of these trends on the physical system and program offerings can be projected. A summary report of the

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demographic analysis will be reviewed at Staff Project Team Meeting #2 and will provide a layer of information to be considered alongside the current needs identified by the community in Task 5 while developing and prioritizing recommendations.

Meetings:

- Staff Project Team Meeting #2
- Operations and Maintenance Staff Meeting

Deliverables:

- Meeting agendas
- Mapita online interactive mapping tool
- Demographic Analysis Summary
- Draft and Final Existing System Analysis Summary, including base map, inventory and geographic analysis

TASK 4: COMMUNITY NEEDS ASSESSMENT

In this phase of work, the MIG team will conduct an extensive community outreach process to gather community input to help determine how Morgan Hill bikeways, trails, parks and recreation facilities can better meet the needs of the community. MIG's multi-faceted community engagement approach will utilize a variety of tools and will be outlined in detail in the public engagement plan (Task 1 above). \

Community Workshops

This task will include three (3) interactive community-wide workshops to solicit input from the broad Morgan Hill community. These meetings will provide a variety of ways for participants to interact, learn about the parks system, and engage in a way that is both meaningful and comfortable (by providing a range of written and verbal input options and small and large group options). Experienced MIG facilitators will guide the community participants through the workshop and ensure that all voices are heard and acknowledged.

Stakeholder Focus Groups

MIG will also convene three (3) stakeholder focus group meetings with key community leaders, advocates and interest group representatives as identified by City Staff. These sessions will be structured for issue identification and framed with the understanding that the planning process has not yet reached any decisions but is trying to frame the community's choices with the best information possible.

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Intercept Events

In addition to these traditional meeting, MIG will plan and conduct "Intercept events" to gather input from a broad range of park users, including those that may not be Morgan Hill residents MIG will conduct two intercept events at farmers markets, community center or other community event to engage a broad cross-section of Morgan Hill residents, including those who don't use the city's recreation programs. MIG will prepare display boards, in English and Spanish, where participants can indicate preferences and needs using colored dots. MIG can also train City staff, PRC members or volunteers to expand the reach of this activity and broaden the number of participants.

Community Survey

MIG will work with the City to identify the survey objectives, choose an online survey platform, develop questions, and promote the community survey for broad participation. Printed and/or Spanish versions of the survey will also be available upon request and at public locations such as the department offices, community center or libraries. MIG will develop a draft and final survey, and summarize the findings from the survey for review with the City and presentation to the Parks and Recreation Commission.

Needs Analysis Summary

At the conclusion of this phase of work, MIG will develop a Needs Analysis Summary memo for staff and the Parks and Recreation Commission that summarizes the key findings of Tasks 2-4 that will be the foundation of the recommendations and projects to be developed in Task 5.

Parks and Recreation Study Sessions

In addition, MIG will present at a study session with the City of Morgan Hill's Parks and Recreation Commission to review goals and objectives of the Master Plan and a briefing on the Planning Environment and Existing System Analysis Summaries. This study session, held prior to the broad public outreach meetings, will also be used to solicit input and feedback from the Commissioners about the community workshop meetings and stakeholder focus groups to ensure the best possible outreach for these key events.

Following the completion of the workshop and stakeholder meetings, a second meeting with the Parks and Recreation Commission will review the feedback received from the community meetings and the designation of an Ad Hoc Committee to work through the recommendation and potential project list development and prioritization process in Task 5. At this point MIG will also update the City Council on the project's status and the input from the community.

Meetings:

- Staff Project Team Meeting #3
- Community workshop meetings (3)
- Stakeholder focus group meetings (3)

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- Intercept events (2)
- Parks and Recreation Commission Meetings (2)
- City Council update #1

Deliverables:

- Community workshop meeting agenda, facilitation and summary (3)
- Stakeholders Meeting agenda, facilitation and summary (3)
- Intercept summary
- Draft and Final Survey Instrument
- Survey Report
- Needs Analysis Summary
- Parks and Recreation Commission (2) and City Council (1) briefing, presentation and summary

TASK 5: DRAFT BIKEWAYS, TRAILS, PARKS AND RECREATION MASTER PLAN UPDATE REPORT

Building on the data, analysis and community input from prior tasks, MIG will develop a Draft Master Update Report that include policies, recommendations, action items and processes in a relevant, useful and easy-to-follow document that will be the basis of the Master Plan. This plan will include necessary and relevant information distilled from the Planning Environment, the Existing System Analysis, the demographic projection and the combined input of citizens, stakeholders and decision-makers to date. These work products will be synthesized and summarized into three sections:

- **Analysis**: Needs, gaps and opportunities
- **Projects**: Short, medium, and long-term capital projects
- **Management and Implementation**: Action plan and funding resources

During this stage of the master plan development, an Ad Hoc committee of the Parks and Recreation Commission will assist the project team in reviewing interim products, including:

- Comprehensive project list
- Prioritization framework that defines goals and objectives from the community's input and establishes a process to evaluate projects based on them
- Project cost model detailing planning-level capital, operations and maintenance costs for each park as explained in the innovation section
- Revenue generation and funding options

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- Timeline and phasing recommendations breaking the projects into short, medium and long-term projects

With a project list and preliminary prioritization process prepared, MIG will collaborate with the Staff Project Team to design and implement a series of prioritization meetings with the community, the stakeholder group and the Park and Recreation Commission. These meetings will build on the ideas generated in the Task and be based around a decision-making game that will educate and elicit input from the participants. The input from these meetings will be used to finalize the prioritization process and project list which will be integrated into an Administrative Draft Plan.

This will be the first full draft of the master plan, allowing for internal review of the complete document before release to the public. The Staff Project Team review meeting will focus on revision of this administrative draft. The resulting Public Draft Plan will be the document used for review by the community, the City's boards and commissions and the City Council.

Meetings:

- Staff Project Team Meeting #4
- Community Prioritization Meeting
- Stakeholder Prioritization Meeting
- Park and Recreation Commission Ad Hoc Committee Meeting #1
- Park and Recreation Commission Meeting #3
- Park and Recreation Commission Ad Hoc Committee Meeting #2
- Staff Project Review Team Meeting #5

Deliverables:

- Community Prioritization Meeting design, agenda and summary
- Stakeholders Prioritization Meeting design, agenda and summary
- Parks and Recreation Commission meeting #3 agenda, presentation and summary
- Draft Master Plan Update Report
- Administrative Draft Bikeways, Trails, Parks and Recreation

Master Plan (provided electronically for comment)

- Public Draft Bikeways, Trails, Parks and Recreation Master Plan (MIG to provide 5 copies)

Attachment: Second Amendment to Agreement (1102 : BTPR Master Plan CEQA)

TASK 6: SITE MASTER PLANS

MIG will develop individual park master plans ("bubble diagram") of proposed renovations, modification and improvements /modifications and a brief written summary for each Morgan Hill park. Each site plan will be based on available aerial imagery. The site plans and summaries will identify:

- Site improvements
- New facilities or amenities
- Potential for expansion
- Components to be removed
- Timing – schedule of improvements over the next 20 years
- Planning-level cost analysis of operations, maintenance and capital improvements
- Operations and maintenence recommendations
- Sustainability upgrade recommendations
- Other key recommendations on a site-by-site basis

City Staff review of draft site master plans will be integrated into the Staff Project Team Meeting #5, aligned with the review of the Administrative Draft Plan. Site master plans will be revised with input from Staff Project Team Meeting #6, aligned with the Revised Draft Plan that will be put forward for adoption. Final modifications (if necessary) following the adoption process will be completed along with the final edits to the Adopted Plan.

Deliverables:

- Draft and Final Site Master Plans for each of the Morgan Hill parks

TASK 7: CITY BOARDS AND COMMISSIONS STUDY SESSIONS

MIG will develop a presentation and walk-through of the Draft Master Plan and Park Master Plans for the City's Boards and Commissions for input and feedback. This task includes a presentation and display materials and presentation that can be used at three study session-format meetings. The Parks and Recreation Commission will be scheduled first to include an update on the Ad Hoc Committee's work and the resulting plan. The City Council will be scheduled last and will include an update on the input from the other study sessions as well as the Community Master Plan Review Meeting (Task 7). MIG will prepare a brief summary report for each meeting, highlighting input into the Draft Plan.

Meetings:

- Parks and Recreation Commission Meeting #4 (Study Session)
- Planning Commission (Study Session)
- City Council (Study Session)

Deliverables:

Attachment: Second Amendment to Agreement (1102 : BTPR Master Plan CEQA)

- Meeting Agenda and Presentations
- Meeting Summary Reports (one for each meeting)

TASK 8: COMMUNITY MASTER PLAN REVIEW MEETING

Utilizing the information developed for the study sessions (Task 6), MIG will design a community-wide review meeting to present the Draft Master Plan to the community and gather feedback and input before the document is finalized.

This meeting will be designed to allow participants to quickly learn about the broad directions of the plan and zero in on the topics they are most interested in providing feedback about.

Meetings:

- Community Master Plan Review Meeting

Deliverables:

- Community Meeting Agenda and Materials
- Community Meeting Summary Report

TASK 9: MASTER PLAN

Based on the combined input of City Boards, Commissions, City Council and the community, MIG and the Staff Project Team will identify the necessary revisions and update the Draft Master Plan Report to reflect the input received. This revised document will be finalized as the Revised Draft Bikeways, Trails, Parks and Recreation Master Plan. This version of the document will be presented to the Parks and Recreation Commission for their review and recommendation and to City Council for adoption.

Following adoption and final changes will be integrated into the Adopted Bikeways, Trails, Parks, and Recreation Master Plan.

Meetings:

- Staff Project Team Review Meeting #6
- Parks and Recreation Commission Meeting #4 (Presentation of Master Plan)
- Parks and Recreation Commission Meeting #5 (Approval of Master Plan)
- City Council Meeting (Adoption of Plan)

Deliverables:

- Revised Draft Bikeways, Trails, Parks and Recreation Master Plan (MIG to provide 5 copies)
- Adopted Bikeways, Trails, Parks and Recreation Master Plan (MIG to provide 5 copies)

Attachment: Second Amendment to Agreement (1102 : BTPR Master Plan CEQA)

TASK 10: SUPPLEMENTAL WORK

Supplemental work is to be authorized by the City of Morgan Hill for additional services on an as-needed basis.

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

Exhibit B: Schedule of Compensation Rates

Scope	Labor Categories	Est. Hours	Hourly Rate	Extended Rate
Task 1 Work Plan	Lauren Schmitt, Consulting Principal	4	$157.19	$628.76
	Scott Davidson, Project Director	5	$174.69	$873.45
	Ellie Fiore, Project Manager	14	$126.64	$1,772.96
	Molly Conney-Mesker, Project Associate	8	$87.34	$698.72
	Project Assistant	6	$75.69	$454.14
*Task 1 Direct Costs**				$125.00
[illegible]		[illegible]		[illegible]
Task 2 City Policy and Standards Review	Lauren Schmitt, Consulting Principal	2	$157.19	$314.38
	Scott Davidson, Project Director	14	$174.69	$2,445.66
	Ellie Fiore, Project Manager	26	$126.64	$3,292.64
	Ben Caldwell, Planning Associate	18	$87.34	$1,572.12
	Molly Conney-Mesker, Project Associate	30	$87.34	$2,620.20
	Ashley Davenport, Landscape Designer	4	$65.48	$261.92
	Project Assistant	6	$75.69	$454.14
*Task 2 Direct Costs**				$250.00
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Task 3 Existing Bikeways, Trails, Parks Open Space and Recreation Facilities and Inventory/Analysis	Lauren Schmitt, Consulting Principal	22	$157.19	$3,458.18
	Scott Davidson, Project Director	46	$174.69	$8,035.74
	Ellie Fiore, Project Manager	94	$126.64	$11,904.16
	Matthew Gaber, Landscape Architect	6	$145.56	$873.36
	Ben Caldwell, Planning Associate	108	$87.34	$9,432.72
	Molly Conney-Mesker, Project Associate	68	$87.34	$5,939.12
	Ashley Davenport, Landscape Designer	62	$65.48	$4,059.76
	Project Assistant	36	$75.69	$2,724.84
*Task 3 Direct Costs**				$4,475.00
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Task 4 Gather and Assess Community Needs	Lauren Schmitt, Consulting Principal	10	$157.19	$1,571.90
	Scott Davidson, Project Director	32	$174.69	$5,590.08
	Ellie Fiore, Project Manager	98	$126.64	$12,410.72
	Ben Caldwell, Planning Associate	2	$87.34	$174.68
	Molly Conney-Mesker, Project Associate	40	$87.34	$3,493.60
	Ashley Davenport, Landscape Designer	42	$65.48	$2,750.16
	Project Assistant	28	$75.69	$2,119.32
Community Survey				$22,000.00
*Task 4 Direct Costs**				$2,075.00
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Exhibit B: Schedule of Compensation Rates

Scope	Labor Categories	Est. Hours	Hourly Rate	Extended Rate
Task 5 Draft Bikeways, Trails, Parks, Open Space and Recreation Master Plan Update Report	Lauren Schmitt, Consulting Principal	26	$157.19	$4,086.94
	Scott Davidson, Project Director	76	$174.69	$13,276.44
	Ellie Fiore, Project Manager	92	$126.64	$11,650.88
	Matthew Gaber, Landscape Architect	22	$145.56	$3,202.32
	Ben Caldwell, Planning Associate	54	$87.34	$4,716.36
	Molly Conney-Mesker, Project Associate	112	$87.34	$9,782.08
	Ashley Davenport, Landscape Designer	88	$65.48	$5,762.24
	Project Assistant	42	$75.69	$3,178.98
*Task 5 Direct Costs**				$1,500.00
Total Not to Exceed Task 5		[illegible]		[illegible]
Task 6 Park Site Master Plans	Lauren Schmitt, Consulting Principal	8	$157.19	$1,257.52
	Scott Davidson, Project Director	10	$174.69	$1,746.90
	Ellie Fiore, Project Manager	34	$126.64	$4,305.76
	Matthew Gaber, Landscape Architect	72	$145.56	$10,480.32
	Ben Caldwell, Planning Associate	8	$87.34	$698.72
	Molly Conney-Mesker, Project Associate	0	$87.34	$0.00
	Ashley Davenport, Landscape Designer	252	$65.48	$16,500.96
	Project Assistant	0	$75.69	$0.00
*Task 6 Direct Costs**				$400.00
Total Not to Exceed Task 6		[illegible]		[illegible]
Task 7 City Boards and Commissions Study Session	Lauren Schmitt, Consulting Principal	0	$157.19	$0.00
	Scott Davidson, Project Director	17	$174.69	$2,969.73
	Ellie Fiore, Project Manager	36	$126.64	$4,559.04
	Matthew Gaber, Landscape Architect	2	$145.56	$291.12
	Molly Conney-Mesker, Project Associate	8	$87.34	$698.72
	Ashley Davenport, Landscape Designer	16	$65.48	$1,047.68
	Project Assistant	20	$75.69	$1,513.80
*Task 7 Direct Costs**				$450.00
Total Not to Exceed Task 7		[illegible]		[illegible]

Exhibit B: Schedule of Compensation Rates

Scope	Labor Categories	Est. Hours	Hourly Rate	Extended Rate
Task 8 Community Master Plan Review Meeting	Scott Davidson, Project Director	12	$174.69	$2,096.28
	Ellie Fiore, Project Manager	18	$126.64	$2,279.52
	Molly Conney-Mesker, Project Associate	8	$87.34	$698.72
	Ashley Davenport, Landscape Designer	24	$65.48	$1,571.52
	Project Assistant	8	$75.69	$605.52
*Task 8 Direct Costs**				*$345.00*
Total Not To Exceed Task 8				*$8,596.56*
Task 9 Bikeways, Trails, Parks, Open Space and Recreation Master Plan	Lauren Schmitt, Consulting Principal	6	$157.19	$943.14
	Scott Davidson, Project Director	20	$174.69	$3,493.80
	Ellie Fiore, Project Manager	42	$126.64	$5,318.88
	Matthew Gaber, Landscape Architect	8	$145.56	$1,164.48
	Ben Caldwell, Planning Associate	8	$87.34	$698.72
	Molly Conney-Mesker, Project Associate	44	$87.34	$3,842.96
	Ashley Davenport, Landscape Designer	28	$65.48	$1,833.44
	Project Assistant	20	$75.69	$1,513.80
*Task 9 Direct Costs**				*$550.00*
Total Not To Exceed Task 9				*$19,355.26*
Task 10 Supplemental Work				
Lump Sum				*$9,110.78*
Total Not To Exceed Task 10				*$9,110.78*
10% Administrative Mark-up				*$1,004.50*
TOTAL NOT TO EXCEED (TASKS 1 - 10)		1,560		$260,000.00

Exhibit B: Schedule of Compensation Rates

Scope	Labor Categories	Est. Hours	Hourly Rate	Extended Rate

Direct costs include project expenses such as photocopying (large-quantity); plotting; and printing (b&w, color); the cost of communications including long-distance telephone (excluding cell phones), facsimile, postage, courier, and other delivery costs; mileage charge for personal autos (which will be the currently applicable mileage rate established by the Internal Revenue Service); and all other travel expenses such as accommodations, parking, tolls, etc. Direct costs are charged at cost, plus 10%.

Exhibit B: Additional Scope

Task 11: Estimate the Economic and Fiscal Impact of City Owned Sports Facilities including the Aquatics Center (AC) and Outdoor Sports Center (MHOSC)

Goal: Measuring the Economic and Fiscal Impact of Tournaments/Meets/Events at AC and MHOSC

- CONSULTANT shall determine the Economic and Fiscal Impact of the AC and MHOSC facilities accounting for number of events, event types, attendances, retail/restaurant/hotel spending on the City of Morgan Hill.
- CONSULTANT shall develop a report based upon four primary surveys for AC and MHOSC calculating the Economic and fiscal Impact from those venues and then estimating the annual impact from all events.

Consultant Responsibilities

1. Consultant shall conduct 4 Primary Surveys at City facilities. City shall recommend and approved dates and times for surveys. Surveys must be completed by November 30, 2016.
2. Analyze event data provided by City of Morgan Hill and Morgan Hill Youth Sports Alliance
3. Utilize sound research methodology for measuring direct visitor (Visitor is defined as an individual that is not residing in Morgan Hill) impact spending
4. Produce a report with survey findings and estimate an annual fiscal and economic impact from programmed events.
5. Provide a minimum of 4 project related meetings/calls with City staff. At least one of those meetings will be an in person meeting to present findings to the Morgan Hill City Council.

City will provide the following in support of work on this project

Allow Consultant(s) access to facilities for survey collection

1. City provide an approximate number of each respondent type
2. Identify a contact person for each event/tournament
3. Identify a contact person for each venue
4. List any vendors (outside food, party rental, etc.) for event, with contact names
5. Provide event logo for each event (assuming one is available)
6. Designate a meeting spot for consultant to store needed supplies
    a. Identify meet/tournaments to be surveyed
    b. Identify a Giveaway/Prize(s) for taking survey participation
    c. Provide update on local tax rates (sales tax rate, transient Occupancy rate, any parking revenue or gate taxes)
    d. Provide any historical estimates of attendance and number and type of events.

Task 12: Evaluate facility utilization (market assessment) and tournament/meet programming opportunities (gap analysis) for both the Aquatics Center and Outdoor Sports Center

Goal: Determine whether facility utilization is being maximized to achieve City Council goals given proximity to other regional assets and venues.

- CONSULTANT shall determine whether 2016 tournament/meet programming are maximizing facility utilization year round with an eye towards growing economic and fiscal impact.

- CONSULTANT shall develop a report using national, state and region tournament/meet requirements including information from National Association of Sports Commissions (NASC) in determining appropriate programming requirements in Morgan Hill.

Consultant Responsibilities

1. Conduct a market assessment for national, state and regional tournament/meets/events
2. Consultant to evaluate conditions of current facilities related to attracting new tournaments/meets/events
3. Inventory regional competition for tournament/meets
4. Inventory regional assets that compete or compliment Morgan Hill assets
5. Identify gap analysis related to City goals
6. Identify operating agreement improvements for operational efficiency
7. Compare assessment of with potential new facilities identified through the master plan update process to make recommendations on new facility development.
8. Produce a report with findings and recommendations on facility development, utilization, and programming
9. Assume a total of four project related meetings/calls with City staff. At least one of those meetings will be an in person meeting to present findings to the Morgan Hill City Council

City will provide the following in support of work on this project

1. Provide consultant City Council goals and priorities related to recreation programming for residents of Morgan Hill (balance competing priorities)
2. Provide consultant 2016 City Council goals and priorities
3. City to provide overview of meets/tournaments programmed for 2016
4. City to provide necessary maintenance requirements (sinking fund/maintenance fund)
5. City to provide operating agreement requirements

Task 13: Development of Parks, Bikeways and Trails Map of Current Park, Bikeway and Trail Resources for Use by Residents

Goal: Provide a tool to encourage the use of existing parks, bikeways and trails in the short term.

Consultant Responsibilities

Part 1: Project Initiation and Confirm Work Products

MIG will meet with City and County of Santa Clara staff to confirm the purpose, audience, content and look and feel for the map. MIG will produce one City-wide map with call-out features and written information.

Part 2: Draft Map and Client Review

Using the data and base map developed earlier in the Plan process, MIG will create a draft map for review by City and County staff. Draft products will be developed in Word and Adobe Illustrator. City staff will provide a consolidated set of comments for MIG.

Attachment: Second Amendment to Agreement (1102 : BTPR Master Plan CEQA)

Part 3: Final Map

MIG will update the map to reflect client comments and create final deliverables for printing, posting and distribution in pdf format. MIG will provide source files in Illustrator, a shapefile map and final products in pdf to the City of Morgan Hill.

Exhibit C: Total Not to Exceed Costs for the Following Tasks included in contract amendment

Task 11: Economic and Fiscal Impact Analysis	$25,000
Task 12: Market Assesment and Gap Analysis	$20,000
Expenses for Tasks 1&2: Travel, printing and other direct costs	$6,000
Task 13: User Map Development	$15,000
Total for Tasks 11-13	**$66,000**

Scope	Labor Categories	Est. Hours	Hourly Rate	Extended Rate
Task 1 Work Plan	Lauren Schmitt, Consulting Principal	4	$157.19	$628.76
	Scott Davidson, Project Director	5	$174.69	$873.45
	Ellie Fiore, Project Manager	14	$126.64	$1,772.96
	Molly Conney-Mesker, Project Associate	8	$87.34	$698.72
	Project Assistant	6	$75.69	$454.14
*Task 1 Direct Costs**				$125.00
Total Not To Exceed Task 1		37		$3,553.03
Task 2 City Policy and Standards Review	Lauren Schmitt, Consulting Principal	2	$157.19	$314.38
	Scott Davidson, Project Director	14	$174.69	$2,445.66
	Ellie Fiore, Project Manager	26	$126.64	$3,292.64
	Ben Caldwell, Planning Associate	18	$87.34	$1,572.12
	Molly Conney-Mesker, Project Associate	30	$87.34	$2,620.20
	Ashley Davenport, Landscape Designer	4	$65.48	$261.92
	Project Assistant	6	$75.69	$454.14
*Task 2 Direct Costs**				$250.00
Total Not To Exceed Task 2		100		$10,610.06
Task 3 Existing Bikeways, Trails, Parks Open Space and Recreation Facilities and Inventory/Analysis	Lauren Schmitt, Consulting Principal	22	$157.19	$3,458.18
	Scott Davidson, Project Director	46	$174.69	$8,035.74
	Ellie Fiore, Project Manager	94	$126.64	$11,904.16
	Matthew Gaber, Landscape Architect	6	$145.56	$873.36
	Ben Caldwell, Planning Associate	108	$87.34	$9,432.72
	Molly Conney-Mesker, Project Associate	68	$87.34	$5,939.12
	Ashley Davenport, Landscape Designer	62	$65.48	$4,059.76
	Project Assistant	36	$75.69	$2,724.84
*Task 3 Direct Costs**				$4,475.00
Total Not To Exceed Task 3		242		$50,902.58
Task 4 Gather and Assess Community Needs	Lauren Schmitt, Consulting Principal	10	$157.19	$1,571.90
	Scott Davidson, Project Director	32	$174.69	$5,590.08
	Ellie Fiore, Project Manager	98	$126.64	$12,410.72
	Ben Caldwell, Planning Associate	2	$87.34	$174.68
	Molly Conney-Mesker, Project Associate	40	$87.34	$3,493.60
	Ashley Davenport, Landscape Designer	42	$65.48	$2,750.16
	Project Assistant	28	$75.69	$2,119.32
Community Survey				$22,000.00
*Task 4 Direct Costs**				$2,075.00
Total Not To Exceed Task 4		252		$52,185.46

Attachment: Second Amendment to Agreement (1102 : BTPR Master Plan CEQA)

Scope	Labor Categories	Est. Hours	Hourly Rate	Extended Rate
Task 5 Draft Bikeways, Trails, Parks, Open Space and Recreation Master Plan Update Report	Lauren Schmitt, Consulting Principal	26	$157.19	$4,086.94
	Scott Davidson, Project Director	76	$174.69	$13,276.44
	Ellie Fiore, Project Manager	92	$126.64	$11,650.88
	Matthew Gaber, Landscape Architect	22	$145.56	$3,202.32
	Ben Caldwell, Planning Associate	54	$87.34	$4,716.36
	Molly Conney-Mesker, Project Associate	112	$87.34	$9,782.08
	Ashley Davenport, Landscape Designer	88	$65.48	$5,762.24
	Project Assistant	42	$75.69	$3,178.98
*Task 5 Direct Costs**				*$1,500.00*
Total Not to Exceed Task 5		512		$57,935.24
Task 6 Park Site Master Plans	Lauren Schmitt, Consulting Principal	8	$157.19	$1,257.52
	Scott Davidson, Project Director	10	$174.69	$1,746.90
	Ellie Fiore, Project Manager	34	$126.64	$4,305.76
	Matthew Gaber, Landscape Architect	72	$145.56	$10,480.32
	Ben Caldwell, Planning Associate	8	$87.34	$698.72
	Molly Conney-Mesker, Project Associate	0	$87.34	$0.00
	Ashley Davenport, Landscape Designer	252	$65.48	$16,500.96
	Project Assistant	0	$75.69	$0.00
*Task 6 Direct Costs**				*$400.00*
Total Not to Exceed Task 6		[illegible]		$35,390.08
Task 7 City Boards and Commissions Study Session	Lauren Schmitt, Consulting Principal	0	$157.19	$0.00
	Scott Davidson, Project Director	17	$174.69	$2,969.73
	Ellie Fiore, Project Manager	36	$126.64	$4,559.04
	Matthew Gaber, Landscape Architect	2	$145.56	$291.12
	Molly Conney-Mesker, Project Associate	8	$87.34	$698.72
	Ashley Davenport, Landscape Designer	16	$65.48	$1,047.68
	Project Assistant	20	$75.69	$1,513.80
*Task 7 Direct Costs**				*$450.00*
Total Not to Exceed Task 7		[illegible]		[illegible]

Scope	Labor Categories	Est. Hours	Hourly Rate	Extended Rate
Task 8 Community Master Plan Review Meeting	Scott Davidson, Project Director	12	$174.69	$2,096.28
	Ellie Fiore, Project Manager	18	$126.64	$2,279.52
	Molly Conney-Mesker, Project Associate	8	$87.34	$698.72
	Ashley Davenport, Landscape Designer	24	$65.48	$1,571.52
	Project Assistant	8	$75.69	$605.52
*Task 8 Direct Costs**				*$345.00*
Total Not to Exceed				
Task 9 Bikeways, Trails, Parks, Open Space and Recreation Master Plan	Lauren Schmitt, Consulting Principal	6	$157.19	$943.14
	Scott Davidson, Project Director	20	$174.69	$3,493.80
	Ellie Fiore, Project Manager	42	$126.64	$5,318.88
	Matthew Gaber, Landscape Architect	8	$145.56	$1,164.48
	Ben Caldwell, Planning Associate	8	$87.34	$698.72
	Molly Conney-Mesker, Project Associate	44	$87.34	$3,842.96
	Ashley Davenport, Landscape Designer	28	$65.48	$1,833.44
	Project Assistant	20	$75.69	$1,513.80
*Task 9 Direct Costs**				*$550.00*
Total Not to Exceed				
Task 10 Supplemental Work				
Lump Sum				*$9,110.78*
Total Not to Exceed				
10% Administrative Mark-up				*$1,004.50*
TOTAL NOT TO EXCEED (TASKS 1 - 10)		1,560		$250,000.00

Scope	Labor Categories	Est. Hours	Hourly Rate	Extended Rate

Direct costs include project expenses such as photocopying (large-quantity); plotting; and printing (b&w, color); the cost of communications including long-distance telephone (excluding cell phones), facsimile, postage, courier, and other delivery costs; mileage charge for personal autos (which will be the currently applicable mileage rate established by the Internal Revenue Service); and all other travel expenses such as accommodations, parking, tolls, etc. Direct costs are charged at cost, plus 10%.

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Attachment: Second Amendment to Agreement (1102 : BTPR Master Plan CEQA)

EXHIBIT B TO SECOND AMENDMENT

MIG TRA ENVIRONMENTAL SCIENCES

Date:	March 14, 2017
Prepared For:	Chris Ghione Community Services Director City of Morgan Hill 17575 Peak Avenue Morgan Hill, CA 95037 Tel: (408) 782-9154 email: chris.ghione@morganhill.ca.gov
Re:	CEQA Services for the Morgan Hill Bike, Trails, Parks and Recreation Master Plan

MIG is pleased to provide this scope of work for the preparation of an environmental document for the Morgan Hill, Bike, Trails, Parks and Recreation Master Plan (Master Plan) in compliance with the California Environmental Quality Act (CEQA). This scope of work summarizes our understanding of the project and presents our proposed scope of work, budget, and assumptions for environmental review.

The Project

The City of Morgan Hill (City), with MIG's assistance, has prepared a Master Plan (September 2016 Draft), which requires CEQA review in order to implement identified programs and projects. The Master Plan guides implementation of many goals and policies included in the recently updated General Plan. The Master Plan provides a strategic guide for improving and expanding the city's recreation system over the next 20 years.

The Master Plan focuses improvement recommendations on the City's existing bikeways, trails, and parks. Mid and long-term pursuits of new park acquisitions and expansions are identified but would be subject to future planning efforts. The Master Plan contains policies and recommended actions that will guide the development of recreation improvements; these policies and recommended actions will be the focus of the environmental impact analysis.

CEQA Approach

The 2035 General Plan EIR is a programmatic document intended to provide tiering for subsequent project-level environmental reviews. The General Plan EIR recognizes updates to the Parks, Recreation, Trails and Bikeways Master Plans as a successive project to the EIR, similar to a zoning ordinance. MIG would prepare an Initial Study (IS) resulting in an Addendum to the Master Plan programmatic EIR to identify how the previously adopted General Plan EIR is sufficient in addressing all impacts of the Master Plan excepting those that may require minor technical changes to the EIR to make it relevant.

The focus of the Initial Study impact analysis will be on master plan principles, goals, and recommendations that could have either direct or indirect physical impacts on the environment. In order for the City to approve the recreation master plan with an IS/MND, all identified direct and indirect impacts must be mitigated to less than significant levels. To the greatest level of detail that can be defined with the information currently available, the CEQA document must include performance standards and guidelines, Best Management Practices (BMPs), and uniformly applied development regulations that will avoid or mitigate impacts.

The Master Plan includes projects and concepts that will be evaluated commensurate with the level of available information. The IS will identify and evaluate Master Plan projects which can be addressed now such as intersection improvements and bike paths and nature trails, park

amenities, and facility improvements. Other project concepts identified in the Master Plan are loosely defined and do not have the level detail needed to conduct CEQA review or obtain future permits from resource agencies (e.g., California Department of Fish and Wildlife). The IS will consider these project concepts as separate planning efforts, which will require future CEQA analysis at the time they are proposed.

Scope of Work

MIG will prepare an Initial Study based on the Environmental Checklist contained in the CEQA Appendix G Guidelines to analyze the project's potential impacts. We will provide thorough and comprehensive answers to each Checklist question including an environmental and regulatory setting discussion, impact discussion and mitigation measures, as appropriate. The impact analysis will be supported by tables, figures, maps, and graphics as appropriate. Source information will be referenced.

In light of the streamlining allowed by CEQA, we propose to rely on existing sources of information including the 2035 General Plan EIR, other City plans and policies, the City's municipal and zoning code, and regional, state and federal agency policies and regulations to support the impact analysis for the Master Plan. We will also rely on biological information gathered for the General Plan EIR but will update it with several database searches as necessary for the park settings.

We will perform all work in-house. Our investigation into traffic impacts associated with implementation of the Master Plan will be supported by the 2035 General Plan EIR and supporting technical reports, and we do not anticipate the need for a traffic engineer. We do not propose to conduct a CHRIS or Native American Heritage Commission search to document known cultural resource sites. Where appropriate, these searches would be conducted as part of specific development projects under the Master Plan. Our scope of work also assumes that the City has not been contacted for tribal consultation under AB 52.

We do not propose to conduct air emission modeling because all development projects covered under this CEQA document are assumed to be well below the Bay Area Air Quality Management District's CEQA Threshold Guidelines. We do not propose to collect ambient noise measurements as we will rely on existing information.

INITIAL STUDY

Task 1. Data Collection and Site Visit

MIG will develop a comprehensive list of data needed to analyze the project's environmental impacts within a week of receiving an Authorization to Proceed. MIG CEQA staff will also visit selected parks and trail alignments described in the master plan to gain an understanding of project context, to document site conditions for the project description, and to document conditions of particular concern for the environmental analysis.

Task 2. CEQA Project Description

Upon receiving Authorization to Proceed, we will also begin preparation on a project description that will support the environmental impact analysis. The project description will serve as the basis for all subsequent analysis of environmental impacts and thus is an essential chapter of the Initial Study. MIG will work closely with the City to formulate an accurate and well-defined description of the project. We will base the project description on the Master Plan policies and project recommendations (the "proposed project") and will include as much detailed information

Attachment: Second Amendment to Agreement (1102 : BTPR Master Plan CEQA)

on specific activities as is known at this time. The project description will be supported with figures and tables from the Master Plan and other relevant documents.

The project description will also contain a comprehensive list of performance measures and guidelines consisting of avoidance measures, BMPs, and performance standards specific to particular impacts or project activities that would be implemented during project design and construction to avoid or reduce environmental impacts to less than significant levels.

MIG will submit the project description for review and will incorporate City comments and finalize the project description (one round of review/edits) for incorporation into the Initial Study.

Task 3. Initial Study and Addendum

MIG will prepare an Initial Study based on the CEQA Guidelines Appendix G Environmental Checklist to analyze the project's potential impacts. MIG will submit an Administrative Draft IS for City review and comment and will finalize the document for public review (one round of review/edits). It is essential for the environmental impact analysis to have a clearly articulated project description. Thus, we will begin the impact analysis when we submit the draft project description to the City for review.

MIG assumes that completion of the Initial Study will confirm that an addendum meets the appropriate level of CEQA documentation (CEQA Guidelines Sections 15162 and 15164) for adopting the Master Plan. However, subsequent projects involving ground disturbing activity and or obtaining permits from environmental agencies will likely require additional CEQA documentation.

The content of the Initial Study is presented in the following discussion:

Introduction – MIG will describe the purpose and organization of the Initial Study, the need for the Initial Study pursuant to CEQA Guidelines, and the intent of the document. The intent is to provide the City with detailed information about the environmental effects associated with the implementation of the Master Plan and any measures required to mitigate potentially significant impacts.

Project Description – The project description prepared under Task 2 will serve as the project description in the Initial Study.

CEQA Checklist – The MIG Team will present environmental impact analyses that consider all aspects of Master Plan implementation in order to streamline future CEQA work. If mitigation measures are required to reduce potentially significant impacts to less than significant levels, they will be developed through close coordination with Master Plan policies and implementation strategies and integration of uniformly applicable performance standards. The Initial Study will identify how these proactive measures will avoid or reduce potential impacts to less-than-significant levels, without the need for additional mitigation.

This task will be concurrent and collaborative with the development and finalization of the Master Plan. Environmental topic areas, and potential CEQA-defined impacts will be aligned with potential new policies and amendments. Master Plan policies and strategies will address environmental topics which in turn will avoid or reduce potential impacts. The Initial Study will not react to a completed Master Plan; rather it will complement and help finalize plan policy language.

Based on our current knowledge of potential project impacts, we anticipate that the project will have little or no impacts in most of the resource areas analyzed under CEQA. We will provide an existing setting discussion and describe Master Plan policies and the specific projects (bikeways, park amenities, and expanded facilities) that could generate impacts. We will use the

Attachment: Second Amendment to Agreement (1102 : BTPR Master Plan CEQA)

Environmental Checklist questions and the above mentioned performance standards and guidelines, uniformly applicable development standards and City plans and policies to determine if there any potentially significant impacts associated with adopting the Master Plan

Our scope of work assumes that the impact analysis can be prepared by relying on existing CEQA documents prepared for other City plans or development projects, particularly the 2035 General Plan EIR and technical reports.

Report Preparation – MIG will identify staff responsible for preparation of the Initial Study.

References – will provide a reference list identifying sources used in answering each question.

Appendices – Appendices could include materials used to aid in preparation of the Initial Study.

MIG will prepare an Administrative Draft IS for City staff review (electronic MSWord and/or pdf file).

Upon review of the Administration Draft IS, City staff will provide MIG with one set of consolidated edits. MIG will respond to comments and prepare the IS for inclusion with the Master Plan approval documents as an Addendum to the General Plan EIR. The Addendum does not require public review; however, should any revisions be requested by the City in response to approval proceedings, MIG can accommodate such requests granted they require no new analysis. We will provide the City with one electronic version (pdf) of the Draft Addendum and on electronic version of the Final. MIG assumes that the City will be responsible for completing and filing all required public notices.

Task 4: Project Management

MIG recognizes that frequent, immediate and clear communication with the project team is essential to keep the environmental review phase of the project on track. We have allocated budget for communication and coordination with City staff and among the MIG staff, and the MIG CEQA Project Manager to ensure we have the ability to communicate clearly and effectively. Additionally, this budget covers contractual matters and case administration and implementing our quality control review process.

Summary of Deliverables

Admin Draft IS/Addendum: 1 electronic copy to City (MSWord and/or pdf file)

Public Draft IS/Addendum: 1 electronic copy (MSWord and/or pdf file)

Response to Comment: 1 electronic copy (MSWord and/or pdf file)

Mitigation Monitoring and Reporting Plan: 1 electronic copy (MSWord and/or pdf file)

Schedule

A tentative schedule is presented below in Table 1. Based on a start work date of April 13, the CEQA document will be completed for project approval in June. The schedule will be adjusted based on the actual date on which Authorization to Proceed is received.

Our ability to prepare the environmental impact analysis hinges on having a solid project description. Preparation and finalization of the project description is key to the schedule. We estimate it will take two weeks to prepare a draft project description for City review. We can begin the impact analysis based on the draft project description, with the assumption that City comment will not substantially change the features of the project requiring environmental impact analysis.

Attachment: Second Amendment to Agreement (1102 : BTPR Master Plan CEQA)

Table 1. Tentative Schedule			
Task or Deliverable	**Weeks to Complete**	**Total Weeks**	**Estimated Completion Date**
City Authorization and Start Work			
Task 1: Data Collection, Site Visit	2 weeks	2	
Task 2: CEQA Project Description	2 weeks	4	
City Review	*2 Weeks*	*6*	
Task 3: Initial Study & Addendum	4 Weeks	10	
City Review	*2 Week*	*12*	

Budget

The estimated budget to provide an IS and addendum for the Master Plan project and provide full CEQA support to the City is presented below in Table 2. This estimate reflects the information MIG had at the time this proposal was prepared, and provides a realistic estimate of costs associated with project CEQA review. Actual billings for the project would occur on a time and materials basis and may be lower than estimated. MIG reserves the right to re-allocate budget between tasks should the estimated level of task effort be different than anticipated. MIG will not exceed the approved budget without authorization from the City. See Table 2 for complete cost broken down by task and staff member including expenses.

Factors that Would Trigger an Increase in Cost

1. **Administrative Drafts.** The cost estimate assumes there will be only one round of administrative review prior to publication of the IS. If more administrative drafts are required, the cost of additional consultants' time and materials will be subject to additional compensation and an amendment to the scope of work.
2. **Project Information or Changes in Project.** The scope does not cover new or revised analysis needed to address changes to the project made by the City after start of work. Changes to the project requiring redoing work or preparing unanticipated new analysis would be subject to additional compensation and an amendment to the scope of work:
3. **Special Status Species Surveys.** This scope of work does not include focused surveys for rare or endangered species, or preconstruction surveys and monitoring. Whether or not these are necessary will be determined by the results of the biological impact analysis and would be identified as potential impacts and mitigation.
4. **Cultural/Tribal Resources Report and AB 52 Tribal Consultation.** This scope of work assumes that all information needed to provide adequate responses to the cultural resource checklist questions will be obtained from existing documents. Our scope of work does not include a CHRIS or NAHC search. This scope of work also does not include participation in AB 52 tribal consultation, should a tribe request consultation under this project. MIG could assist the City in the consultation process as additional services.

Attachment: Second Amendment to Agreement (1102 : BTPR Master Plan CEQA)

EXHIBIT C TO SECOND AMENDMENT

Mr. Chris Ghione
Morgan Hill Community Services
March 14, 2017

	PIC	PM	CEQA Analyst	Admin. Assistant	Total Hours	Total Costs
Tasks	$195/hr	$165/hr	$125/hr	$75/hr		
1. Data collection and site visit	2	4	6	4	16	$2,100
2. CEQA Project Description	2	4	8	2	16	$2,200
3. Initial Study & Addendum	8	8	40	2	50	$8,030
4. Project Management	2	6	0	0	8	$1,380
Totals	14	22	54	8	90	$13,710

Attachment: Second Amendment to Agreement (1102 : BTPR Master Plan CEQA)

From: D. Muirhead
To: Angie Gonzalez; Michelle Wilson
Subject: Morgan Hill City Council Meeting April 05, 2017 Item #12: BTPR environmental document
Date: Monday, April 03, 2017 8:08:54 PM

Comments for the Public Record submitted by
Doug Muirhead, a resident of Morgan Hill, for:
Morgan Hill City Council
Meeting April 05, 2017
Item #12: Prepare environmental document for
Bikeways, Trails, Parks and Recreation Master Plan Update

Dear Morgan Hill City Council,

Staff is recommending the preparation of an addendum to the City's General Plan Environmental Impact Report for the BTPR MP.

In the Exhibit B to Second Amendment (#12.a), MIG Scope of Work for the preparation of an environmental document includes
Factors that Would Trigger an Increase in Cost.
In addition to the four listed factors, the City should add a case for responsibilities if the submitted environmental document is deemed inadequate by a responsible agency such as the Local Agency Formation Commission (LAFCO).

Although you rejected the proposal from Placeworks (the consultant who updated the City's General Plan) based on cost, you should not do further business with that firm regarding the General Plan.

While the City remains silent on the August 2016 decision by LAFCO to sue over inadequacies with the Environmental Impact Report (EIR) for the 2035 General Plan, City staff spent an unspecified amount of time under multiple tolling agreements from August 25 until City Attorney Larkin signed a settlement agreement on Jan 23, 2017.

Only because LAFCO staff has reported on the progress of the potential litigation do we know that the City and LAFCO executed a tolling agreement (suspension of statute of limitations for filing suit) on August 25, extended it on September 29 until December 31, and extended it again on December 19 until February 15. At the LAFCO meeting on February 1, 2017, Agenda Item #10 was the Settlement Agreement between LAFCO and Morgan Hill

Thank you for your consideration,
Doug Muirhead, Morgan Hill

CITY OF MORGAN HILL

Meeting Minutes
City Council

Steve Tate - Mayor
Larry Carr - Mayor Pro Tem
Rich Constantine - Council Member
Caitlin Jachimowicz - Council Member
Rene Spring - Council Member

Wednesday, March 15, 2017 6:30 PM

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

SPECIAL/REGULAR MEETING

(6:30 P.M. Closed Session / 7:00 P.M. Regular Meeting)

A Special Meeting of the City Council was called at 6:30 p.m. for the purpose of conducting a closed session.

TELECONFERENCE

Mayor Tate participated in the meeting via teleconference as follows:

Mayor Steve Tate
4610 North 68th Street, Unit 438
Scottsdale, AZ 85251

Public comment from the Arizona location was allowed.

SPECIAL MEETING

6:30 P.M.

CALL TO ORDER

Mayor Pro Tem Carr called the special meeting to order at 6:30 p.m.

ROLL CALL ATTENDANCE

Attendee Name	Title	Status	Arrived
Steve Tate	Mayor	Remote	
Larry Carr	Mayor Pro Tem	Present	
Rich Constantine	Council Member	Present	
Caitlin Jachimowicz	Council Member	Present	
Rene Spring	Council Member	Present	

DECLARATION OF POSTING AGENDA

Deputy City Clerk Michelle Wilson declared the posting of the agenda.

CLOSED SESSION

City Attorney Donald Larkin read the closed sessions into the record.

OPPORTUNITY FOR PUBLIC COMMENT

The public comment was opened at 6:32 p.m.

Hearing no requests to speak, the public comment was closed.

ADJOURN TO CLOSED SESSION

The meeting adjourned to closed session at 6:32 p.m.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to: Government Code Section 54956.9(d)(4)

Number of Cases: One (1)

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Authority: Pursuant to Government Code Section 54956.9(d)(1)

Case Name: The Bank of New York Mellon v. City of Morgan Hill, et al.

Case Number: Santa Clara County Superior Court Case No. 1-15-CV-279257

REGULAR MEETING

7:00 P.M.

CALL TO ORDER

Mayor Pro Tem Carr called the regular meeting to order at 7:01 p.m.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Council Member Spring spoke regarding the City Council assignments. He announced that he will share the link to the document once it is posted on the City's website. He encouraged the community to reach out to the Council if they have any questions. He spoke regarding the letter that the Santa Clara County Police Chiefs Association released and applauded Chief Swing and the other Police Chiefs for coming forward and supporting the community.

CITY MANAGER'S REPORT

City Manager Steve Rymer recognized the following teammates for receiving recognition at the California Park and Recreation Society Awards (CPRS); Derek Bowman and Jennie Tucker received professional merit awards, Narazem Ahmed received the volunteer citation award for her work in supporting our Youth Action Council as well as our Senior Citizens Ball, the Friends of the Morgan Hill Senior Center received the volunteer citation, and the El Toro Social Club won the award of excellence for being a new program.

He spoke regarding a new power source that will soon be coming to Morgan Hill's businesses and residents called Silicon Valley Clean Energy Authority. This is an organization that was established along with many of the cities in Santa Clara Countyto procure clean power and energy. Starting in April for some and the rest in July, you will now start to receive your power through this source. Your bill will still come from PG&E; however, you will be buying clean power. You will also have an opportunity to buy greener power if you would like by opting up and paying a small difference in price. The City has already decided that 100% of our power will be clean and greener power. You will receive several different flyers in the mail. There will be a community information meeting on Thursday, March 23rd at 7:00 p.m. here in the Council Chamber if you are interested in learning more. You can also find a plethora of information on their website; svcleanenergy.org.

City Manager Steve Rymer talked about ways to conserve water in a permanent fashion. Over the next couple months, the City teammates will have a dialogue with the City Council about setting a new baseline for what consumption is daily here in Morgan Hill. He reminded the community that the restrictions on water usage are still in place, though as we move into April we will be able to water three days a week. If you have an odd numbered address it is Mondays, Thursdays, and Saturdays. If you have an even numbered address it is Tuesdays, Fridays, and Sundays. We do ask that you limit your water if possible and only water when necessary so that we can continue Morgan Hill's great example of water conservation.

He concluded by announcing the evening's supplements and presentations.

He invited Police Chief David Swing to share the letter that the Santa Clara County Police Chief's Association (SCCPCA) released.

Police Chief David Swing spoke regarding the press conference that took place in San Jose on Tuesday regarding immigration. He stated what is contained in the letter and that how they have done their jobs and served the community has not changed and will not change moving forward. The letter is intended to reassure the community about the role of local law enforcement on immigration related matters. Santa Clara County law enforcement agencies have no intention or desire to become enforcers of federal immigration law. He concluded by reading the letter for the community.

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin announced the reportable action from closed session that took place earlier in the meeting. He shared that the City Council authorized the City Attorney to join the matter of Santa Clara County vs. Donald J. Trump et al US District Court for the Northern District of California, Case Number 17CV00574 as an amicus party by a unanimous vote. This is the executive order on immigration that the President issued several weeks ago. The lawsuit is regarding a provision in the order over sanctuary cities. The City of Morgan Hill is not a sanctuary city. It is not the role of local law enforcement to enforce immigration policy nor is it legal for them to do so. The concern and the reason that the City is joining the lawsuit is that the order is vague and may have a disproportionate impact on the neediest members of our community. He announced that there was no reportable action on the other item.

OTHER REPORTS

None.

PROCLAMATIONS

Mayor Pro Tem Carr presented the proclamations.

Proclaiming the week of March 20, 2017 as Science Fair Week
Forrest Williams, Board Member, Santa Clara Valley Science and Engineering Fair Association

Proclaiming the Month of March 2017 as American Red Cross Month
Mohammed "Mo" Ghandehari, Silicon Valley Chapter

Proclaiming the Month of March 2017 as Arts Education Month
Sharon Dahnert, Artspiration Program, Santa Clara County Office of Education

PRESENTATIONS

YAC PRESENTATION - ASSET #17 - CREATIVE ACTIVITIES

PUBLIC COMMENT

The public comment was opened at 7:34 p.m.

Brian Faircloth

Hearing no further requests to speak, the public comment was closed.

OUTSIDE AGENCY REPORTS

ANDERSON DAM WATER LEVEL REPORT

Recommendation:

Receive verbal report from the Santa Clara Valley Water District and discuss items related to Anderson Dam's water level

Santa Clara Valley Water District Board Chair John Varela, along with Chief Operating Officer Jim Fielder, Deputy Operating Officer Katherine Obin, and Unit Manager for Dam Safety Unit Himong Disai provided a presentation.

Mayor Pro Tem Carr called a recess at 8:00 p.m.
The meeting was reconvened at 8:08 p.m.

The public comment was opened at 8:24 p.m.
Dave Elliott was called to speak.
Hearing no further requests to speak, the public comment was closed.

ADOPTION OF AGENDA

MOTION TO ADOPT AGENDA AS POSTED

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rich Constantine, Council Member
SECONDER:	Rene Spring, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

CONSENT CALENDAR

Motion to approve consent calendar items 3 through 9. Items 1 and 2 were pulled for discussion.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Rich Constantine, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

1. **ACCEPT AQUATIC FOUNDATION DONATION - ITEM PULLED FOR DISCUSSION**
2. **BOARD OF STATE AND COMMUNITY CORRECTIONS CITY LAW ENFORCEMENT GRANT - ITEM PULLED FOR DISCUSSION.**
3. **PEDESTRIAN SAFETY AND TRAFFIC CALMING UPDATE AND AWARD OF CONTRACT FOR THE FOURTH STREET & MONTEREY ROAD SIGNALIZATION PROJECT**

   Recommendation:

   Adopt Resolution approving the following actions:
   1. Receive update on pedestrian safety and traffic calming projects;
   2. Approve Fourth Street & Monterey Road Signalization Project plans and specifications;
   3. Award a contract to Mike Brown Electric Co. for the Fourth Street & Monterey Road Signalization Project in the amount of $306,430;
   4. Authorize expenditure of construction contingency funds not to exceed $30,643; and
   5. Authorize the City Manager to execute and administer the construction contract with Mike Brown Electric Co.

4. **JANUARY 2017 FINANCIAL AND INVESTMENT REPORT**

   Recommendation:

   Accept and file report.

5. **RECEIVE AND FILE THE ANNUAL SB 165 REPORT FOR CFD NO. 2014-1 (FISHER CREEK)**

   Recommendation:

   Receive and file the report.

6. **FOLLOW-UP RESPONSE TO GRAND JURY REGARDING PENSION AND OTHER POST-EMPLOYMENT BENEFITS**

   Recommendation:

   Approve the follow-up response to Grand Jury.

7. **APPROVE THE FEBRUARY 15, 2017 SPECIAL-REGULAR CITY COUNCIL MEETING MINUTES.**

   Recommendation:

   Approve minutes.

8. **APPROVE THE FEBRUARY 22, 2017 SPECIAL/REGULAR CITY COUNCIL MEETING MINUTES**

   Recommendation:

   Approve Minutes.

9. **APPROVE THE MARCH 1, 2017 REGULAR CITY COUNCIL MEETING MINUTES**

   Recommendation:

   Approve Minutes.

ITEMS PULLED FROM CONSENT CALENDAR

1. ACCEPT AQUATIC FOUNDATION DONATION

Recommendation:

Authorize the City Manager to execute, administer, and further negotiate as necessary a contract accepting a donation from the Morgan Hill Aquatic Foundation for the provision of swim lessons for under-served youth.

Recreation Manager Nick Calubaquib introduced the item.

The public comment was opened at 8:35 p.m.
Tim Thornton was called to speak.
Hearning no further requests to speak, the public comment was closed.

RESULT:	**AUTHORIZED [UNANIMOUS]**
MOVER:	Rich Constantine, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

2. BOARD OF STATE AND COMMUNITY CORRECTIONS CITY LAW ENFORCEMENT GRANT

Recommendation:

1. Adopt resolution accepting grant funding in the amount of $49,705.98 from the State of California Board of State and Community Corrections for the supplement of the City of Morgan Hill's Safe Parking Program and amending the Fiscal Year 2016/17 Budget and appropriating an additional $49,705.98 for the purchase of supplies/materials and participant services; and
2. Recognize grant revenue.

City Manager Steve Rymer provided a report.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rene Spring, Council Member
SECONDER:	Rich Constantine, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

OTHER BUSINESS

10. DOWNTOWN PARKING UPDATE

Recommendation:

1. Receive Downtown Parking Report; and
2. Provide direction on next steps

Economic Development Director Edith Ramirez and Assistant City Manager Leslie Little provided the report.

The public comment was opened at 9:12 p.m.
Sadik Azar
Casey Hagopian
Doug Muirhead
Chicken Little (Rich Bergin)
Dwight Dorsey
John McKay
Nora Monaco
Hearing no further requests to speak, the public comment was closed.

Mayor Pro Tem Carr called a recess at 9:59 p.m.
The meeting was reconvened at 10:11 p.m.

RESULT:	**NO ACTION TAKEN**

11. RECENT SEWER OVERFLOW REPORT AND FIRST AMENDMENT TO LABORATORY SERVICES AGREEMENT - ALPHA ANALYTICAL LABORATORIES

Recommendation:

1. Receive report on recent sewer spill and response;
2. Approve First Amendment to laboratory services agreement with Alpha Analytical Laboratories, Inc. to amend scope of services, increase the not-to-exceed fee amount to $208,955, and to extend the term of the agreement by 18 months;
3. Authorize City Manager to execute First Amendment; and
4. Direct staff to return to the Council with a plan for accelerating implementation of master planned sewer trunk facilities.

Deputy Director of Utilities Dan Repp provided the report.

The public comment was opened at 10:40 p.m.
Sara Nicolson
Sharon Luna
Trina Hineser
Hearing no further requests to speak, the public comment was closed.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Rich Constantine, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

MOTION TO EXTEND THE MEETING TO 11:15 P.M.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rich Constantine, Council Member
SECONDER:	Rene Spring, Council Member

AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

12. PUBLIC SAFETY MASTER PLAN UPDATE: REINSTATE CRIME SUPPRESSION UNIT AND ADDITION OF ANIMAL SERVICES OFFICER

Recommendation:

1. Approve re-establishing Street Crimes Team by reassigning current member of DEA Taskforce;
2. Direct staff to include the addition of an Animal Services Officer for mid-cycle budget consideration; and
3. Accept Police Department's recommendations and implementation plan

Police Chief David Swing provided the report.

The public comment was opened at 11:05 p.m.
Jennifer Lepow
Ava Geddes
Hearing no further requests to speak, the public comment was closed.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Caitlin Jachimowicz, Council Member
SECONDER:	Rene Spring, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

PUBLIC COMMENT

The public comment was re-opened at 11:12 p.m.

Kim Matt was called to speak.

Hearing no requests further requests to speak, the public comment was closed.

FUTURE COUNCIL INITIATED AGENDA ITEMS

Council Member Constantine asked that at the budget meeting in May, the City explore providing a scholarship to a college bound student who is underprivileged.

ADJOURNMENT

The meeting was adjourned at 11:18 p.m.

Minutes Prepared By:

Michelle Wilson, Deputy City Clerk

Sustainable Morgan Hill Vision

Morgan Hill is a socially responsible, environmentally conscious, and economically sound community that embraces inclusiveness with participation by all.

CITY COUNCIL ONGOING PRIORITIES

Enhancing Public Safety · Protecting the Environment · Maintaining Fiscal Responsibility · Supporting Our Youth, Seniors, and Entire Community · Fostering a Positive Organizational Culture · Preserving and Cultivating Public Trust · Preserving Our Cultural Heritage

2017 STRATEGIC PRIORITIES

High Speed Rail

Inclusiveness

Infrastructure

Regional Initiatives

Telecommunications

Minutes Acceptance: Minutes of Mar 15, 2017 6:30 PM (CONSENT CALENDAR)

2017 STRATEGIC PRIORITIES:

High Speed Rail

The City of Morgan Hill will directly advocate for our community's needs through our communications, discussions, and decisions. We will continue to engage the community, the High Speed Rail Authority, our state and federal legislators, and other regional agencies to mitigate negative impacts and convey our position that the High Speed Rail Authority should only use the existing Highway 101 right-of-way to avoid all impacts to residents, schools, and businesses. Should the Authority decide the 101 right-of-way is not feasible, we will strongly advocate for the route with the least impact on Morgan Hill.

Inclusiveness

We will celebrate the diversity, history, and culture of our community. Through City Council workshops, community meetings, and researching successes in other communities, the City will listen to and collaborate with the community to define how inclusiveness will be further woven into our community's fabric and to increase public participation. The City's communications, services, public spaces, and projects will embrace all community members as partners, advancing our vision of being a socially responsible community.

Infrastructure

The City will review its streets, parks, and public facilities infrastructure needs initially by updating its 2014 infrastructure study to quantify the funding gap. We will identify potential funding options as ongoing revenue is insufficient to fund our vital community assets at a sustainable level without significantly impacting existing service levels that our community has come to expect. Morgan Hill will actively work with the Valley Transportation Agency, the County, and the State to secure funding for the Santa Teresa extension and road maintenance. We will continue to work closely with our community to inform them of the needs and engage them to find an affordable and sustainable solution.

Regional Initiatives

City Council and staff will focus on influencing regional decisions that benefit Morgan Hill. This regional involvement will include, but not be limited to, partnering with the League of California Cities, Valley Transportation Authority, Santa Clara Valley Water District, Cities Association of Santa Clara County, the City of Gilroy, Santa Clara County, Morgan Hill Unified School District, the Local Agency Formation Commission, the Open Space Authority, and Silicon Valley Clean Energy to advance projects that further Sustainable Morgan Hill.

Telecommunications

The City will collaborate with the private sector to explore ways to provide fast, reliable access and wireless connectivity for residents and businesses. The 2016 Telecommunications Infrastructure and Economic Development Blueprint reports will be the foundation for continuing discussions with broadband providers, public utilities, and other infrastructure service providers in developing an implementation plan for growing our telecommunications infrastructure. The plan will be used to signal Morgan Hill's support for business expansion.

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: April 5, 2017

PREPARED BY: Yat Cho, Senior Project Manager
APPROVED BY: City Manager

CONCEPTUAL DESIGN FOR THE LIBRARY EXPANSION PROJECT

RECOMMENDATION(S)
Receive presentation on the Library Expansion Project conceptual design and provide input as necessary.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities	**2017 Strategic Priorities**
Maintaining Fiscal Responsibility	Infrastructure
Supporting Our Youth	
Seniors	
and Entire Community	

REPORT NARRATIVE:
The Morgan Hill Public Library was completed in August 2007 and since its inception, the Library demands and space needs have continued to grow due to its popularity. Recognizing these needs, the Friends of the Library commissioned a space needs study to evaluate the current floor plan and programming of the facility, and how it could be expanded to meet the future areas of growth. The findings in the space needs study produced a prioritized programming and expansion plan with preliminary cost estimates that staff utilized for inclusion in the approved Capital Improvements Program (CIP). The City continues to collect Library Impact fees from development activity to pay for future expansion of the Library.

At its August 24, 2016 meeting, the Council awarded a consulting services agreement with Weston Miles Architects (WMA) in an amount of $382,500 to design the Library Expansion project. Since that time, WMA has met on several occasions with representatives from the Santa Clara County Library, other Library stakeholders, and City staff to develop the concept plans for the proposed expansion.

At this time, staff would like to share with the Council the conceptual plans prepared by WMA and seek input prior to launching into the design development drawing phase. These conceptual plans will have been reviewed by the Library and Cultural Arts Commission (LCAC) at its April 4, 2017 meeting. During the oral presentation to the Council on the conceptual plans, staff will provide a summary of the input received from the LCAC.

Should the Council approve of the conceptual plans, Weston Miles will proceed with

design development plans and, ultimately, bidding documents. The project is currently scheduled to go out to bid in the fall of 2017 and construction of the expansion will take approximately 18 months to complete.

COMMUNITY ENGAGEMENT Involve
In completing the concept design for this project, WMA and City staff have involved through multiple meetings input from Library staff and the Friends of the Library to understand the space needs of the library.

WMA and staff have meetings scheduled with both the full LCAC and its subcommittee for the Library Expansion Project to review the conceptual plans. The LCAC meeting is scheduled on Tuesday, April 4 and comments collected from that meeting will be shared during the presentation of this item to the Council.

ALTERNATIVE ACTIONS:
Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
August 24, 2016 – The City Council approved a Service Agreement for Design Professionals with Weston Miles Architects for Design and Construction Support Services for the Library Expansion Project.

FISCAL AND RESOURCE IMPACT:
Developing a concept plan was included in the current WMA contract. Construction cost estimate will be prepared as part of the next steps.

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

LINKS/ATTACHMENTS:
1. MH Library Presentation

MORGAN HILL LIBRARY

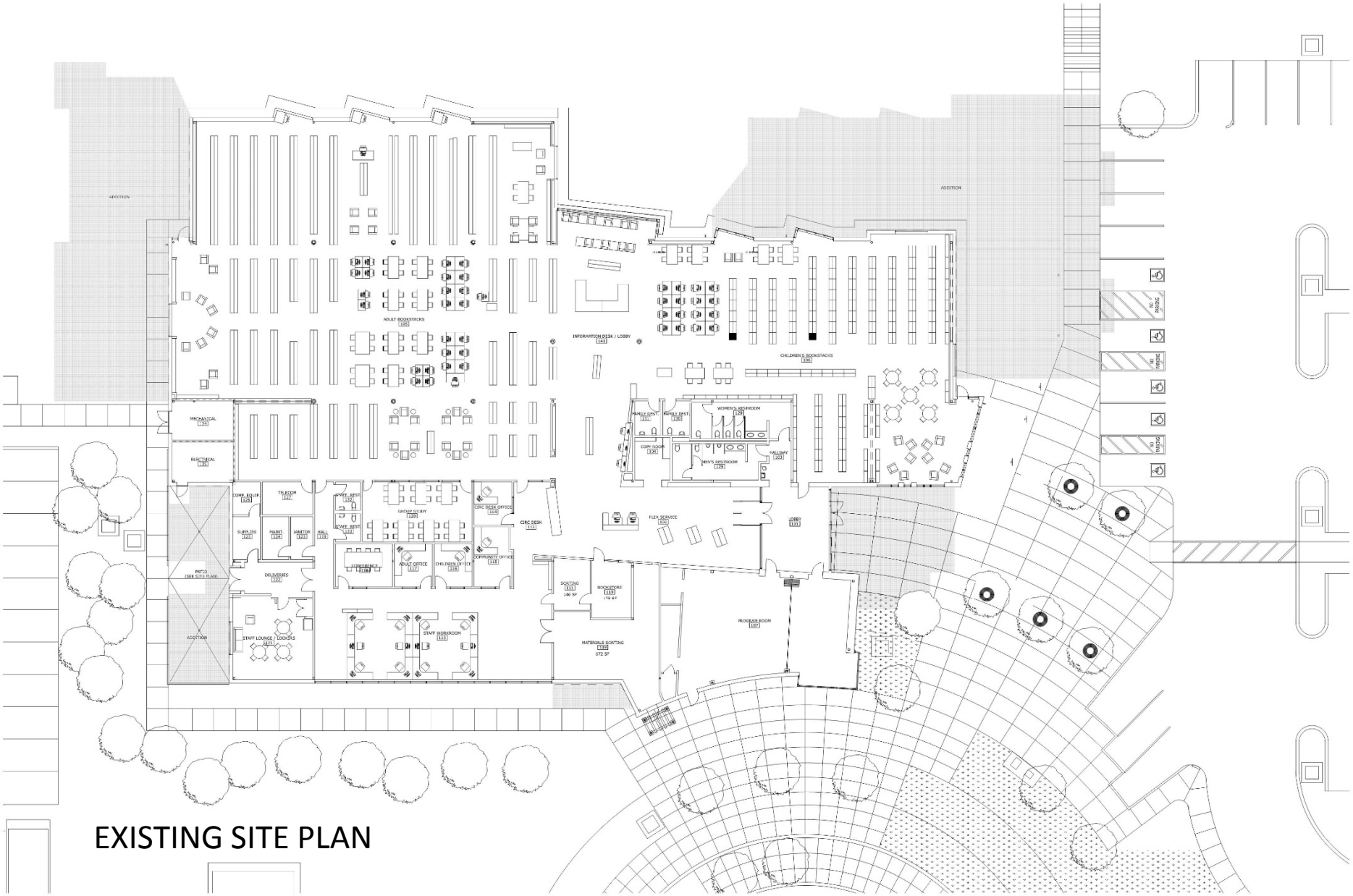
EXPANSION PROJECT

WESTON MILES ARCHITECTS

CITY OF MORGAN HILL

santa clara county library district 1914–2014

FRIENDS OF THE LIBRARY MORGAN HILL, CALIFORNIA



EXISTING SITE PLAN

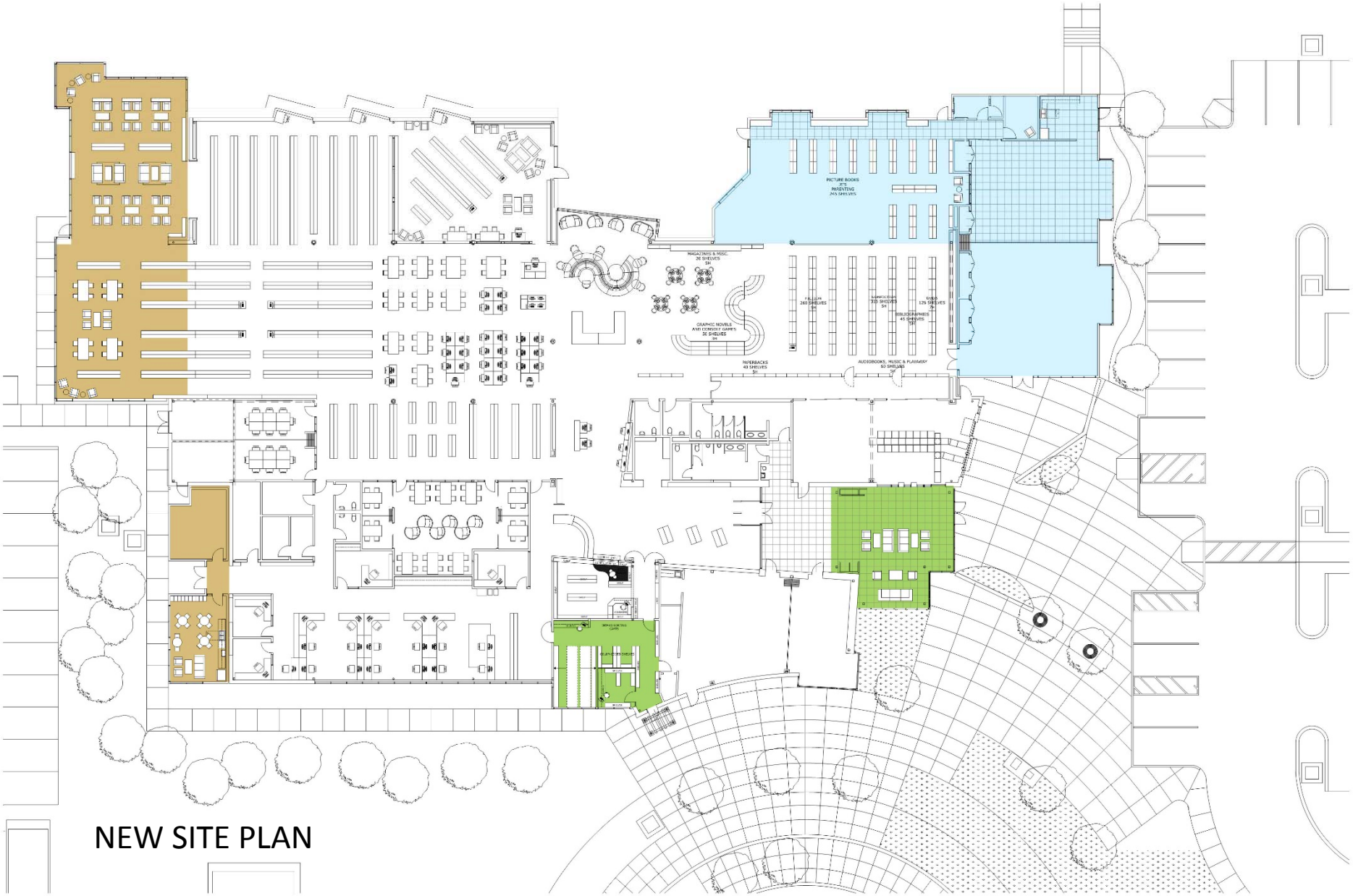
WESTON MILES ARCHITECTS

FRIENDS OF THE LIBRARY MORGAN HILL, CALIFORNIA

santa clara county library district 1914–2014

CITY OF MORGAN HILL

MORGAN HILL LIBRARY **EXPANSION PROJECT**



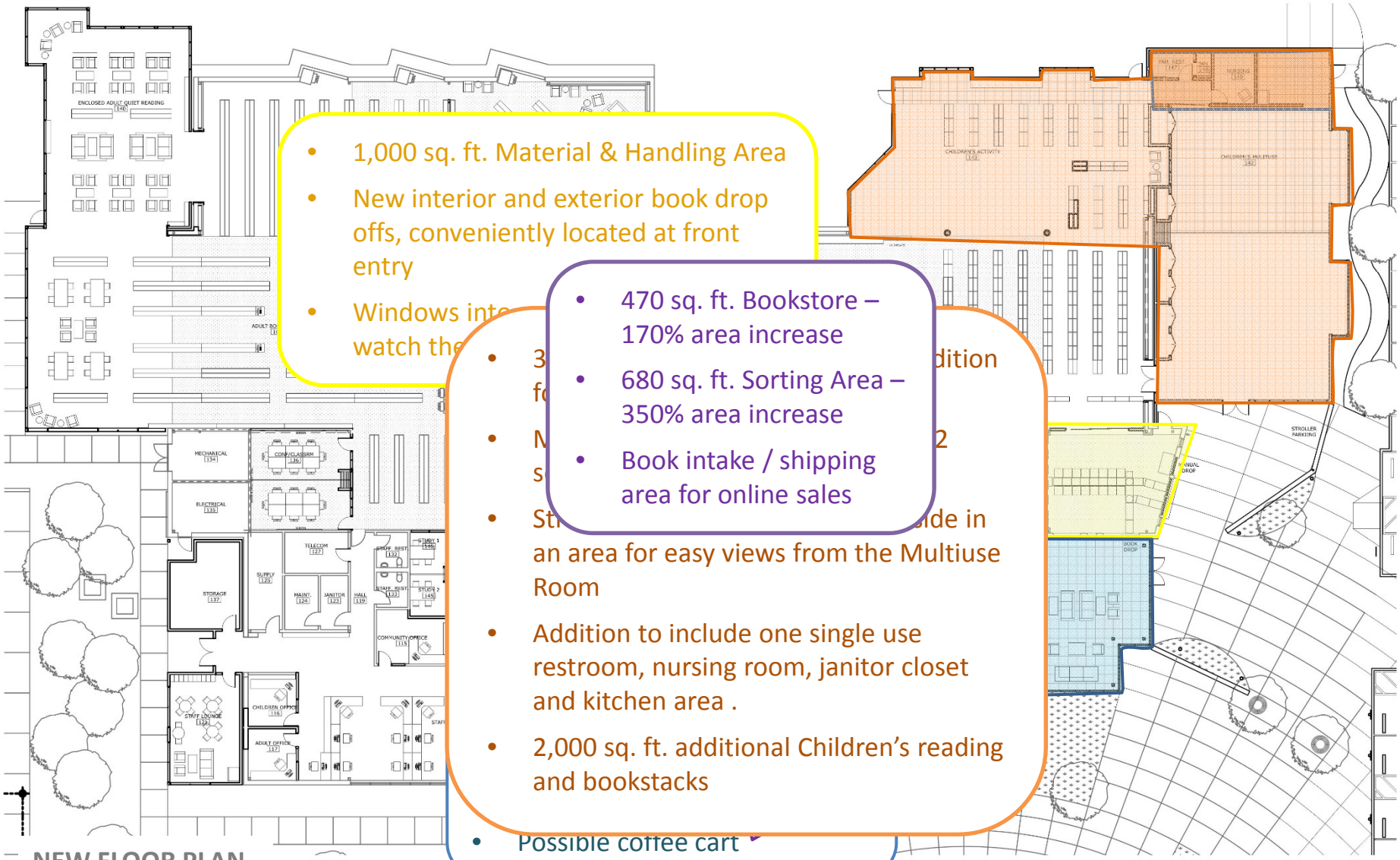
WESTON MILES ARCHITECTS | FRIENDS OF THE LIBRARY MORGAN HILL, CALIFORNIA | 1914–2014 santa clara county library district | CITY OF MORGAN HILL

MORGAN HILL LIBRARY **EXPANSION PROJECT**

EXISTING FLOOR PLAN

Existing Library Needs:

- Larger Bookstore and Sorting room
- More Bookstore storage and online sales area
- Safer exterior book return
- Larger Program Room
- Provide separate Children's program area
- More staff storage and work areas
- More group study space and classroom
- More designated silent reading area
- Outdoor area for activities and reading

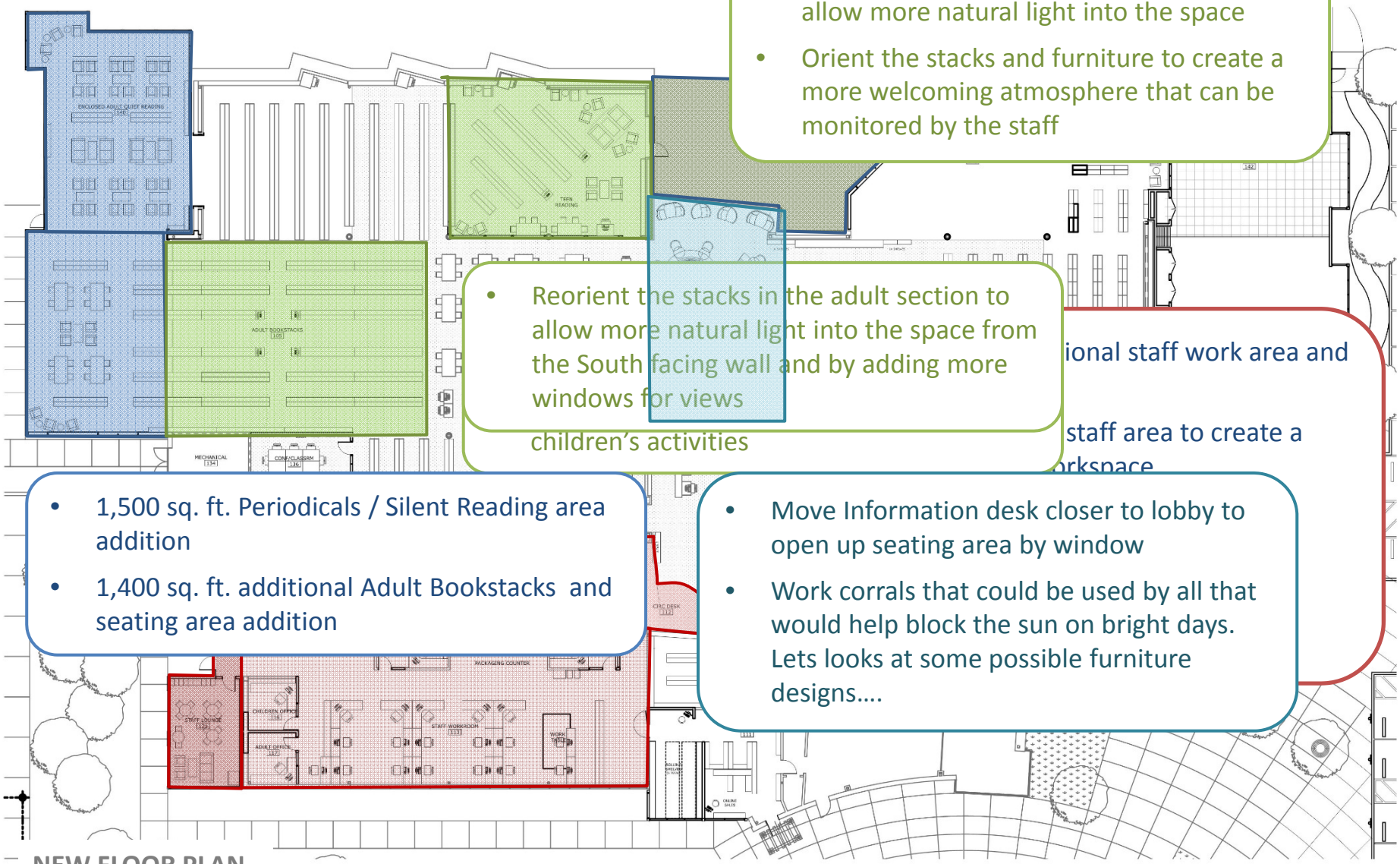


- 1,000 sq. ft. Material & Handling Area
- New interior and exterior book drop offs, conveniently located at front entry
- Windows into ... watch the ...

- 470 sq. ft. Bookstore – 170% area increase
- 680 sq. ft. Sorting Area – 350% area increase
- Book intake / shipping area for online sales

- 3 ... dition fo ...
- N ... 2 s ...
- St ... ide in an area for easy views from the Multiuse Room
- Addition to include one single use restroom, nursing room, janitor closet and kitchen area .
- 2,000 sq. ft. additional Children's reading and bookstacks
- Possible coffee cart

NEW FLOOR PLAN



- Remodel existing Teen Reading Area to allow more natural light into the space
- Orient the stacks and furniture to create a more welcoming atmosphere that can be monitored by the staff

- Reorient the stacks in the adult section to allow more natural light into the space from the South facing wall and by adding more windows for views

ional staff work area and

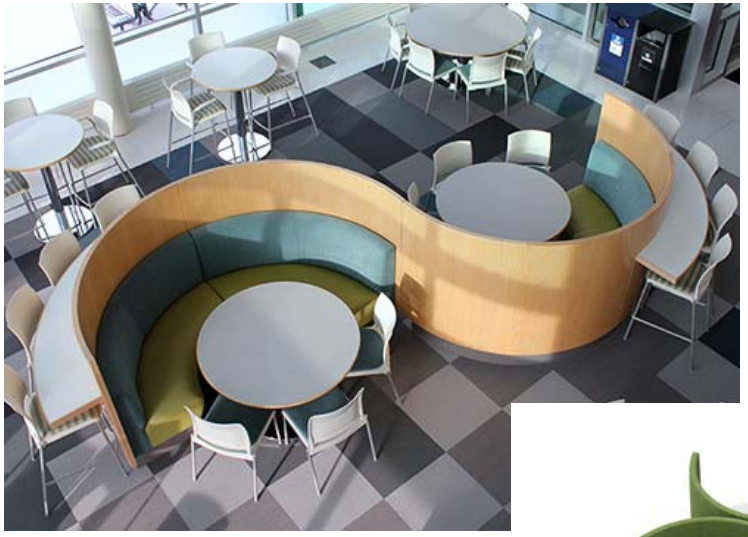
staff area to create a
orkspace

children's activities

- 1,500 sq. ft. Periodicals / Silent Reading area addition
- 1,400 sq. ft. additional Adult Bookstacks and seating area addition

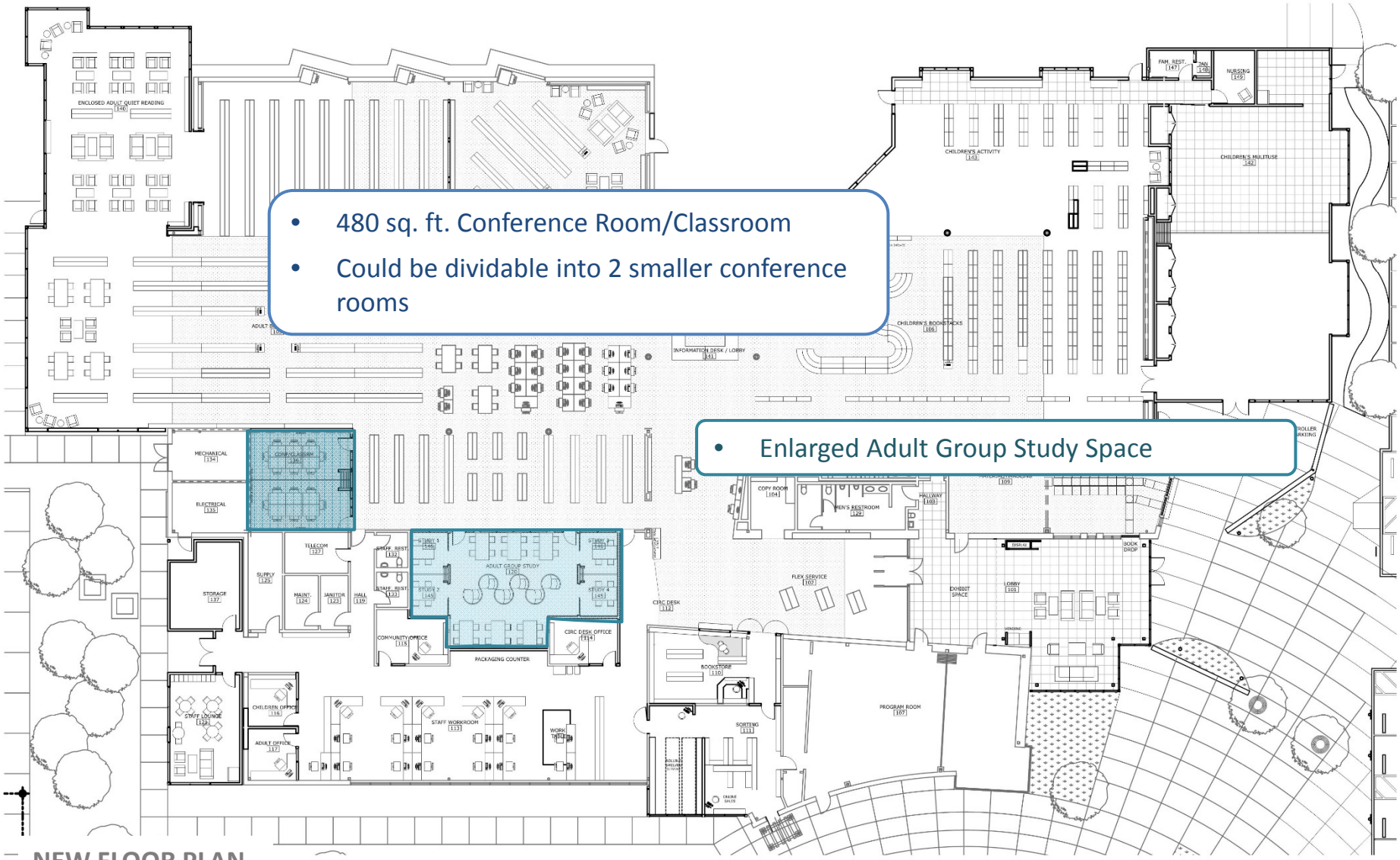
- Move Information desk closer to lobby to open up seating area by window
- Work corrals that could be used by all that would help block the sun on bright days. Lets looks at some possible furniture designs….

NEW FLOOR PLAN



Agati POD furniture that's cleanable

POSSIBLE FURNITURE ADDITIONS



- 480 sq. ft. Conference Room/Classroom
- Could be dividable into 2 smaller conference rooms

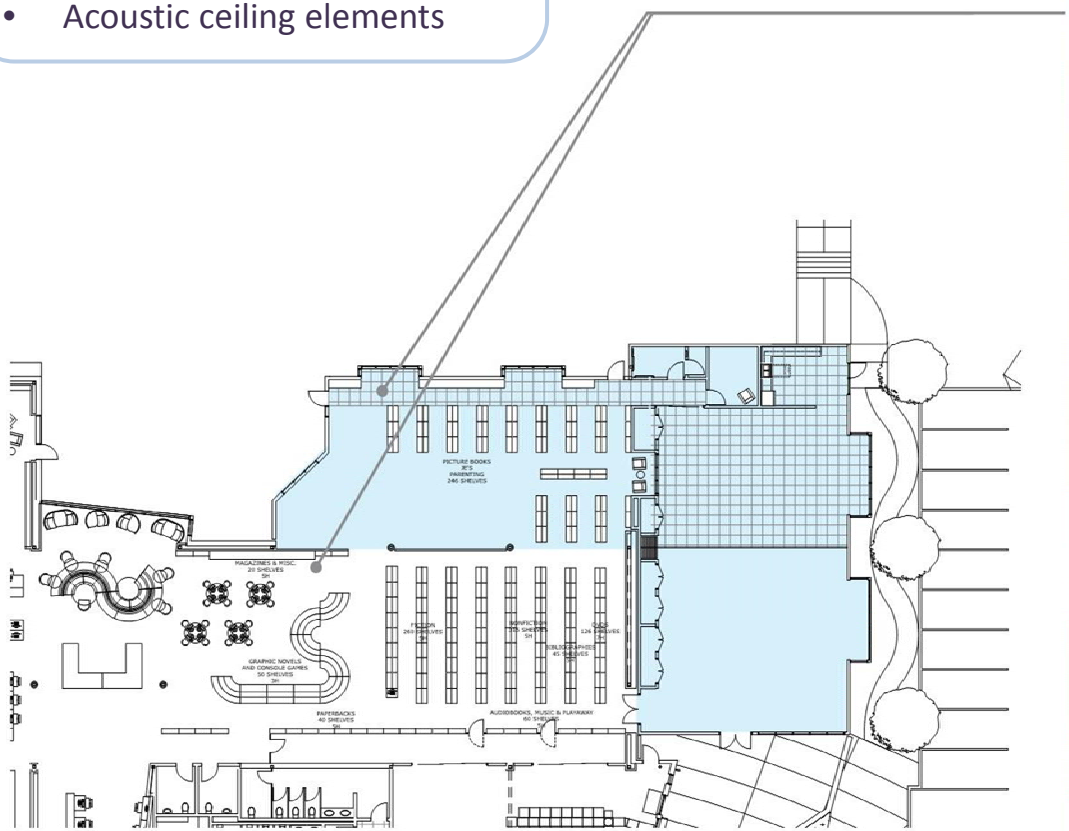
- Enlarged Adult Group Study Space

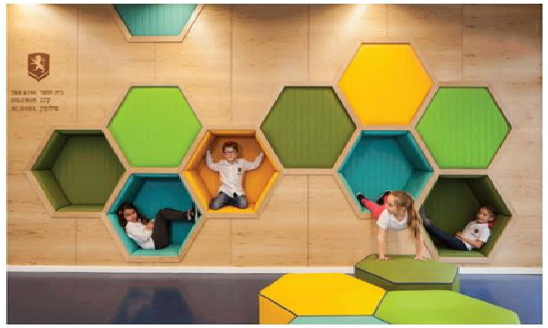
NEW FLOOR PLAN

WESTON MILES ARCHITECTS | FRIENDS OF THE LIBRARY MORGAN HILL, CALIFORNIA | 100 santa clara county library district 1914–2014 | CITY OF MORGAN HILL

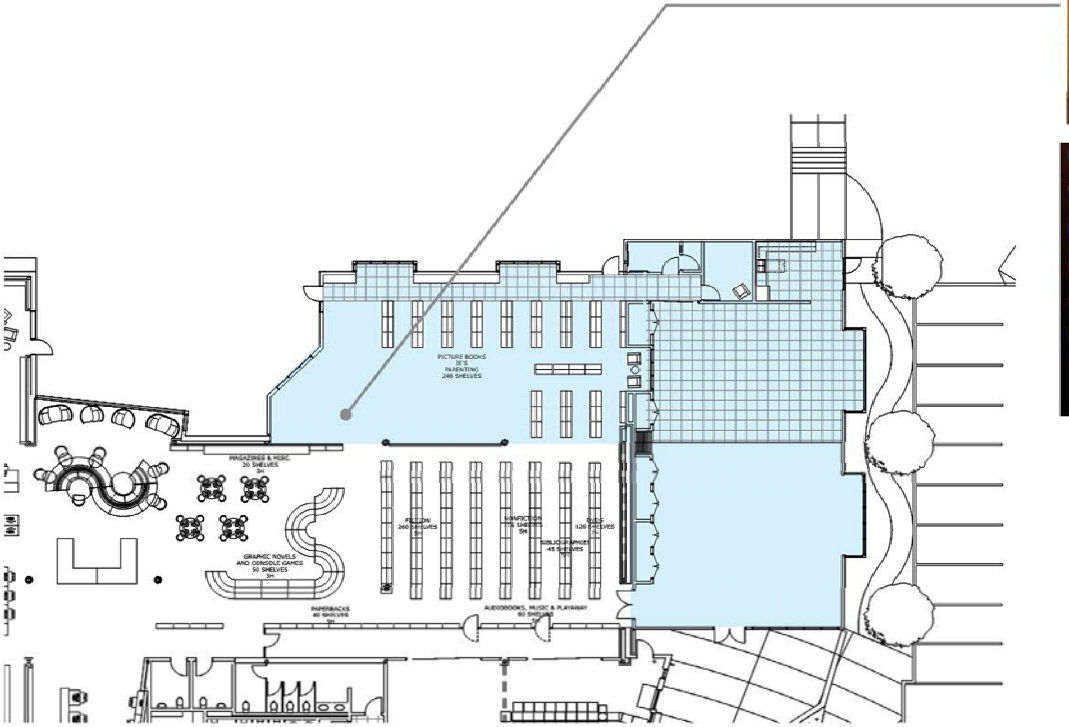
MORGAN HILL LIBRARY **EXPANSION PROJECT**

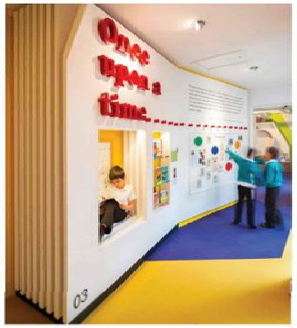
- Children's Reading Area
- Built in seating areas for easy storage and wayfinding
- Acoustic ceiling elements

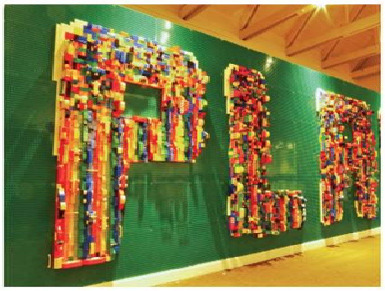


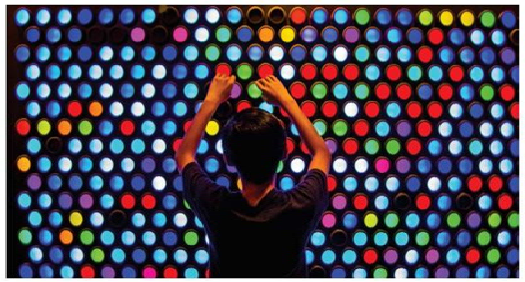


- Children's Activity Area
- Interactive areas that encourage learning and creativity
- Modular seating options

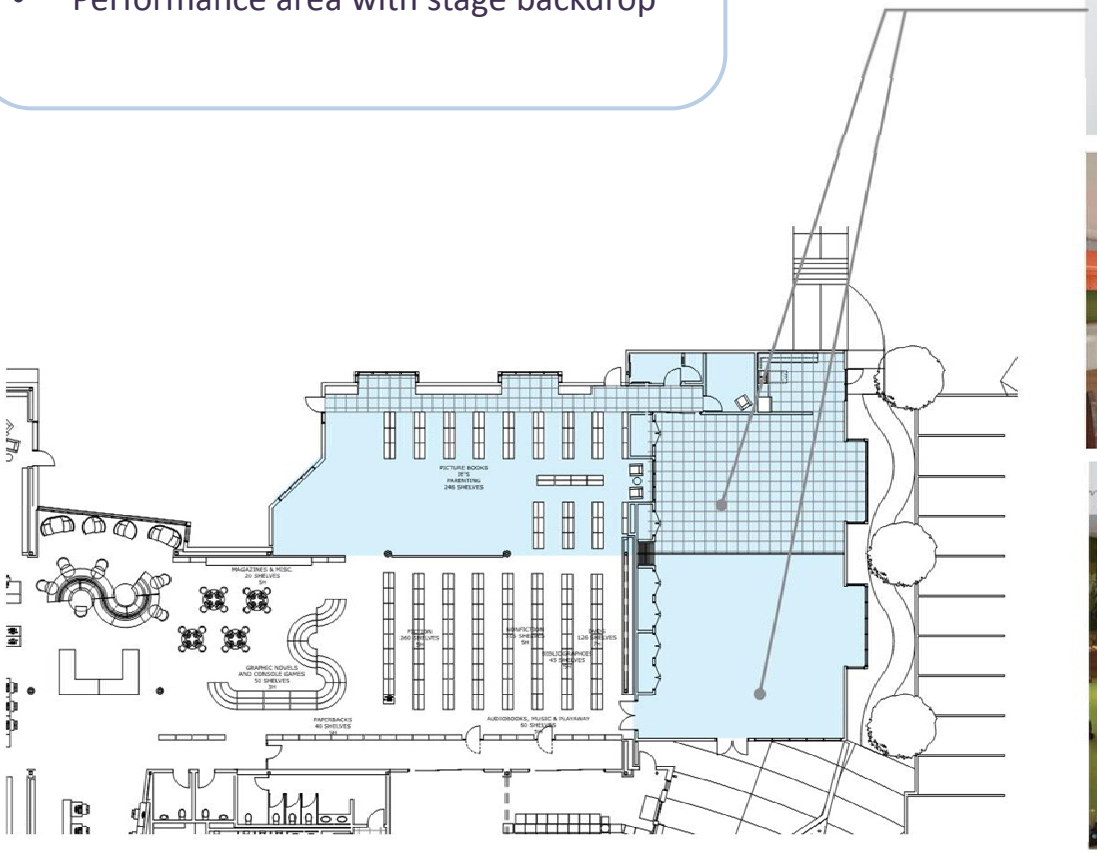


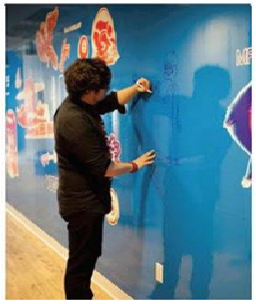






- Children's Craft and Performance Area
- Built in craft areas with writable or magnetic surfaces
- Performance area with stage backdrop





SCHEMATIC FRONT RENDERING

WESTON MILES ARCHITECTS | FRIENDS OF THE LIBRARY MORGAN HILL, CALIFORNIA | 100 santa clara county library district 1914–2014 | CITY OF MORGAN HILL

MORGAN HILL LIBRARY **EXPANSION PROJECT**

Thank You!

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: April 5, 2017

PREPARED BY: Yat Cho, Senior Project Manager
APPROVED BY: City Manager

DIRECTION ON GALVAN PARK HANDBALL COURT DESIGN

RECOMMENDATION(S)
Direct staff to proceed in value engineering the Galvan Park Handball Court Project to two adjacent handball courts.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities	**2017 Strategic Priorities**
Enhancing Public Safety	Infrastructure
Supporting Our Youth	
Seniors	
and Entire Community	

POLICY CONSIDERATIONS:
Since the budget estimate for the Galvan Park Handball Court Project is now $655,000 ($225,000 higher than previously estimated) should the City:

1. Move forward with the project and reduce the number of courts from three to two and allocate an additional $270,000 from the Park Impact Fund (for a proposed budget of $525,000); or

2. Move forward with the current design of the project and allocate an additional $400,000 from the Park Impact Fund; or

3. Eliminate the Galvan Park Handball Court Project and use the existing Community Development Block and Housing Related Park Grant funds for security lighting improvements.

REPORT NARRATIVE:
The City has recently completed several improvements to the existing Galvan Park through funding from the Community Development Block Grant (CDBG) funds. These improvements included a new tot playground, an expansion of the playground, addition of a new picnic area, and a new walking path around the outside of the park.

Through community meetings and adjacent neighborhood outreach efforts, high on the priority improvement list at Galvan Park was relocation of the handball courts. In February 2016, the Galvan Handball Court project was recommended by the Parks and

Recreation Commission. Subsequently, Verde Design Group was hired to complete the design of the handball courts.

On November 2, 2016, City Council approved the project for the Galvan Park Handball Court with the understanding that the new handball courts would be larger than the existing handball courts and include lighting. At that time, the initial total project cost was estimated at $440,000. As the consultant proceeded with the design development of regulation size courts, it became apparent that the initial cost estimate would be low. Due to factors such as wall height, footing size, and the overall cost of construction, the revised budget estimate is now $655,000. The design of the courts is now 95% complete and staff has a greater confidence in the estimated cost.

Since this cost is greater than previously anticipated, City staff are returning to Council for direction before completing designs and bidding the project. The current project scope includes the construction of three handball courts at Galvan Park with court lighting, and miscellaneous site work. Also, included in the budget is the relocation and addition of security cameras for the courts, construction contingency, and CIP project implementation. The revised project budget would require an additional appropriation of $400,000, which could be made from Fund 301 (Park Impact).

Staff is recommending that the project be value engineered reducing the number of handball courts from three to two. The two courts would be adjacent to each other and share a center wall. By value engineering this project, the total budget is reduced to $525,000. This revised project budget will require an additional appropriation of $270,000, which could be made from Fund 301 (Park Impact).

For an additional alternative, the Handball Court Project could be eliminated and/or postponed and the use of the grant funds could be used to improve security lighting throughout the entire park.

COMMUNITY ENGAGEMENT: Involve

A community engagement process was initiated in 2014 with the explicit goal of involving the park's neighbors in designing park improvements. As a result, the City developed an improvement program that has already completed the neighborhood's request for updated playground equipment, expanded park paths, and additional picnic areas. The relocation of the new handball courts is in response to the neighborhood's concern regarding the lack of lighting and visibility around the courts in the evening. The new handball courts will be located on the northern side of the park with improved security lighting. Representatives from our local handball players have been involved through the design process. Their preference is three courts or two separated courts, but they also believe the two court options is a good and acceptable option.

ALTERNATIVE ACTIONS:

Approve the current project as designed for a total cost of $655,000.

Cancel the handball court project and utilize CDBG grant funds for another Galvan Park Project Improvement (Security Lighting).

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
July 17, 2013 – City Council approved the change in use of 2013/14 CDBG funds from the installation of security cameras at the VTA Bus Depot on Main and Hale to a multi-year project to establish and implement improvements to Galvan Park.

December 4, 2013 – City Council approved the application of 2014/15 CDBG funds for the continuation of improvements and refurbishment of Galvan Park.

March 4, 2015 – City Council approved the application of 2015/16 CDBG funds for the continuation of improvements and refurbishment of Galvan Park.

November 2, 2016 – City Council approved the Galvan Park Handball Court Improvements and adopted a resolution authorizing the City Manager to negotiate and execute the First Amendment to the County CDBG contract.

FISCAL AND RESOURCE IMPACT:
The recommended action of value engineering the project brings the engineer's estimate to $525,000 and therefore an additional estimated $270,000 would need to be appropriated from Fund 301 (Park Impact) to fully fund the completion of this project. The current CIP budget for the Galvan Park Handball Court is $255,000, including CDBG Fund 215 ($70,000) and Park Impact Fund 301 ($185,000, including $111,000 in grant funds), therefore an additional estimated $270,000 would need to be appropriated from Park Impact Fund 301 to fully fund the completion of this project.

This project was anticipated to cost $440,000 during the recent prioritization process that took place as part of the Bikeways, Trails, Parks and Recreation Master Plan update. The additional $85,000 increase over the anticipated cost ($525,000 project cost) would reduce the amount of funds available for other park related projects in the future.

Alternatively, if the Council chose to approve staff to move forward with current plans and estimates, the project budget would be an estimated $655,000. This alternative would require an additional estimated $400,000 to be appropriated from Park Impact Fund 301.

Finally, if the handball project is discontinued, the revised scope of work would be to improve security lighting at Galvan Park. This project would be funded with only the $181,000 in grant funds. Thus, $74,000 in planned Park Impact expenditure would not be needed.

A formal budget amendment would be brought to Council after bids are received for the project.

CEQA (California Environmental Quality Act):
Categorical Exemption

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

LINKS/ATTACHMENTS:

1. 15 Presentation
2. Item 15-Galvan Park Handball Court

Morgan Hill City Council Meeting – April 5, 2017

Agenda Item:

Galvan Park Handball Court Project

Policy Consideration

Since the budget estimate for the Galvan Park Handball Court Project is now $655,000, should the City:

- Move forward with the project and reduce the number of courts from three to two and allocate an additional $270,000 from the Park Impact Fund (for a proposed budget of $525,000)

Policy Consideration (Cont'd)

- Move forward with the current design of the project and allocate an additional $400,000 from the Park Impact Fund; or

- Eliminate the Galvan Park Handball Court Project and use the existing Community Development Block and Housing Related Park Grant Funds for security lighting improvements.

Project Location

Background

- Completed several improvements to the existing Galvan Park through funding from the Community Development Block Grant (CDBG) funds.

- Through community meetings and adjacent neighborhood outreach efforts, a high priority improvement at Galvan Park was the relocation of the Handball Courts.

Attachment: 15 Presentation (1109 : Provide Direction on Galvan Park Handball Court

Background (Cont'd)

- With new fencing and lighting, the Neighborhood believes the proposed handball court would create a friendlier environment and encourage play.

- The proposed handball court would include two courts, doubling the use of the existing handball court.

- These would be the only handball courts available in the entire City.

Attachment: 15 Presentation (1109 : Provide Direction on Galvan Park Handball Court

Background (Cont'd)

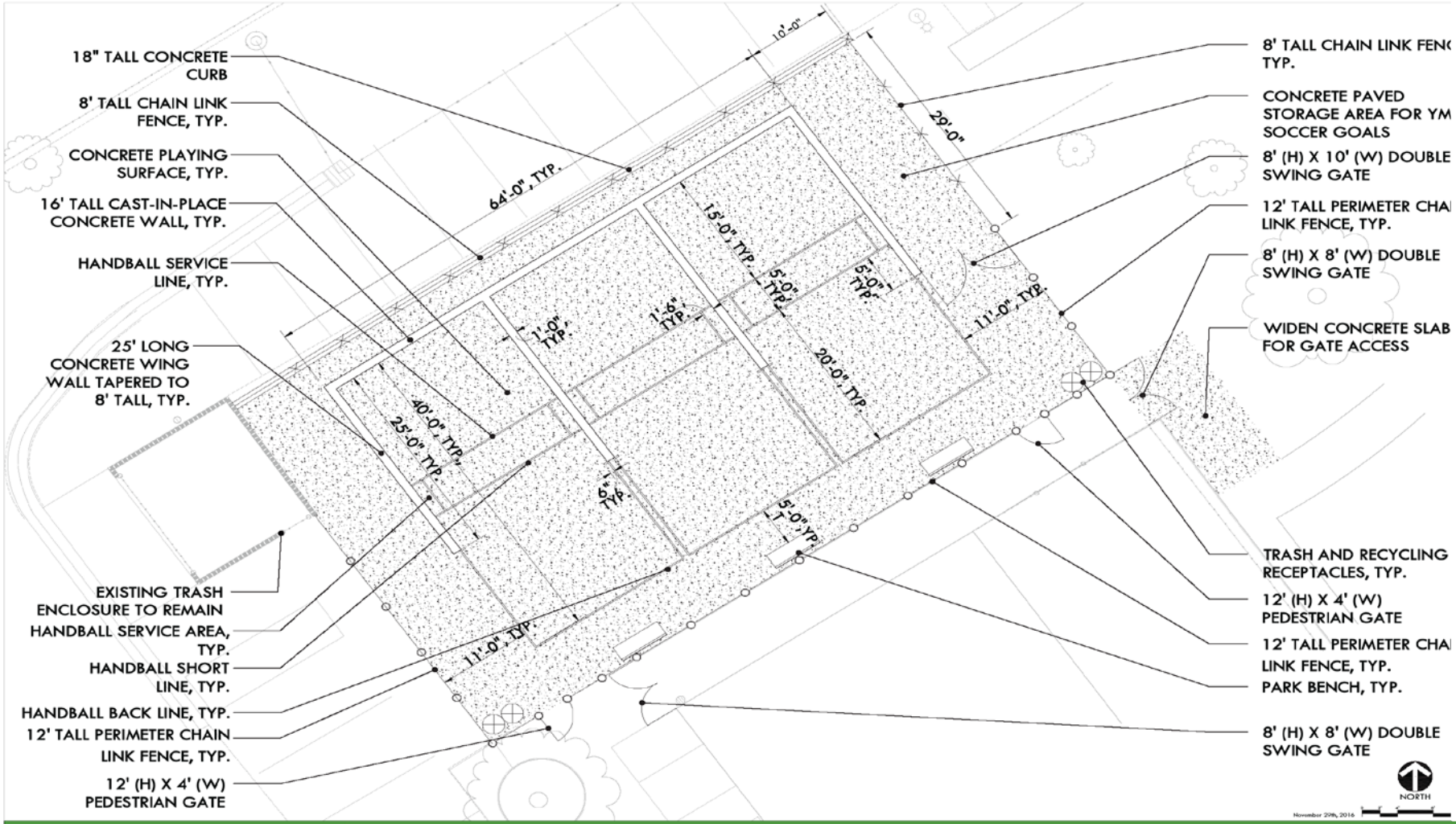
- On February, 2016, the Galvan Handball Court Project was recommended through the Parks and Recreation Commission.

- On November 2, 2016, City Council approved the project for Galvan Park Handball Court with an estimated budget of $440,000.

- This project included $181,000 in grant funds.

Attachment: 15 Presentation (1109 : Provide Direction on Galvan Park Handball Court

Project Scope



Schematic Design - 3 Court
Galvan Park Handball City of Morgan Hill Morgan Hill, CA

Attachment: 15 Presentation (1109 : Provide Direction on Galvan Park Handball Court

Cost Estimate

The 95% design budget estimate is at $655,000:

- Higher construction costs in general.
- Increased size of walls/footings to meet official handball court regulations.

Council Options

- Value Engineer the project for a proposed budget of $525,000.
- Move forward with the current plan design of the project with a budget of $655,000.
- Eliminate or postpone the Galvan Park Handball Court Project and use the existing project budget for security lighting improvements.

Attachment: 15 Presentation (1109 : Provide Direction on Galvan Park Handball Court

Recommendation

- Value Engineer the project to reduce the number of courts from three to two.

- Estimated additional appropriation of $270,000 from the park impact fund (for a proposed budget of $525,000).

Morgan Hill City Council Meeting – April 5, 2017

Agenda Item:

Galvan Park Handball Court Project

§ Agenda Item:

Policy Consideration

Since the budget estimate for the Galvan Park Handball Court Project is now $655,000, should the City:

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§ Agenda Item:

Policy Consideration (Cont'd)

- § Move forward with the current design of the project and allocate an additional $400,000 from the Park Impact Fund; or

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Attachment: Item 15-Galvan Park Handball Court (1109 : Provide Direction on Galvan Park Handball Court

§ Agenda Item:

Project Location

§ Agenda Item:

Background

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§ Agenda Item:

Background (Cont'd)

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Background (Cont'd)

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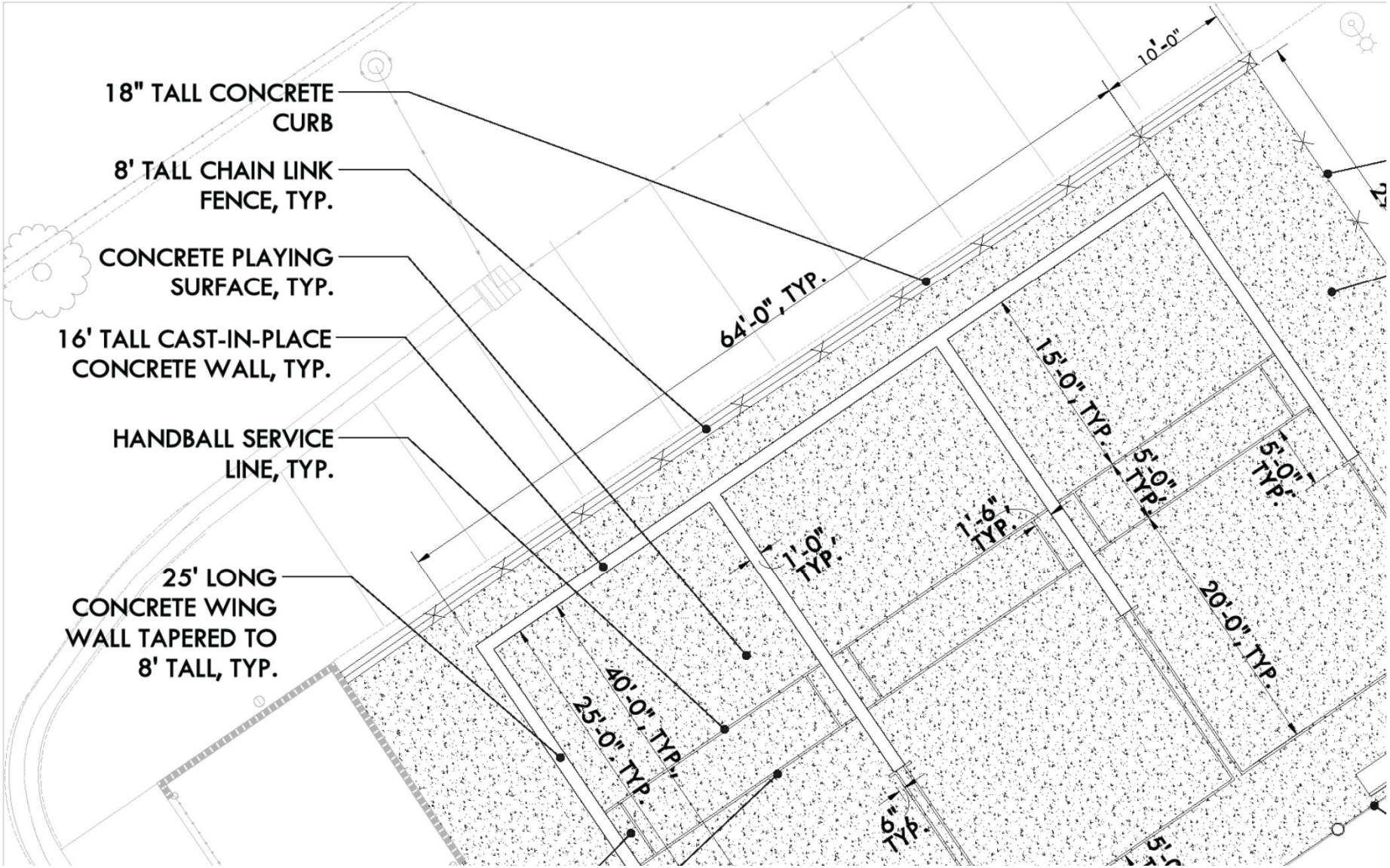
- On November 2, 2016, City Council approved the project for Galvan Park Handball Court with an estimated budget of $440,000.
- This project included $181,000 in grant funds.

§ Agenda Item:

Project Scope



Attachment: Item 15-Galvan Park Handball Court (1109 : Provide Direction on Galvan Park Handball Court

§ Agenda Item:

Cost Estimate

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- Increased size of walls/footings to meet official handball court regulations.

§ Agenda Item:

Council Options

- § Value Engineer the project for a proposed budget of $525,000.
- § Move forward with the current plan design of the project with a budget of $655,000.
- § Eliminate or postpone the Galvan Park Handball Court Project and use the existing project budget for security lighting improvements.

Attachment: Item 15-Galvan Park Handball Court (1109 : Provide Direction on Galvan Park Handball Court

§ Agenda Item:

Recommendation

§ Value Engineer the project to reduce the number of courts from three to two.

§ Estimated additional appropriation of $270,000 from the park impact fund (for a proposed budget of $525,000).

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: April 5, 2017

PREPARED BY: Rebecca Garcia, Housing Manager
APPROVED BY: City Manager

RAPID REHOUSING, HOMELESS PREVENTION, AND OUTREACH SERVICES IN PARTNERSHIP WITH THE COUNTY OF SANTA CLARA

RECOMMENDATION(S)
Authorize the City Manager to enter into an agreement with the County of Santa Clara Office of Supportive Housing for Homeless Services.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities	**2017 Strategic Priorities**
Enhancing Public Safety	Inclusiveness, Regional Initiatives
Supporting Our Youth	
Seniors	
and Entire Community	

POLICY CONSIDERATIONS:
In partnership with the County of Santa Clara Office of Supportive Housing (OSH), the Housing team requests City Council support for two South County Homeless programs, authorizing the City Manager to enter into an agreement with the County of Santa Clara and/or its designee for Homeless Services in the amount of $50,000 ($25,000 for each of two programs). Policy considerations include:

1. Does the partnership in these programs enhance services for Morgan Hill residents?
2. Do leveraged resources produce benefits to the City, as well as, the County and region?

REPORT NARRATIVE:
Homelessness continues to be a pressing issue for Santa Clara County (SCC) and the State of California. The 2015 SCC Homeless Census demonstrated that homelessness in the southern part of the County is on the rise. According to the U.S. Department of Housing and Urban Development's (HUD) 2014 Annual Homeless Assessment Report, Santa Clara County has the seventh largest number of homeless persons on any given night and the fourth largest number of unaccompanied homeless youth in the nation. The 2017 Homeless Census was conducted in January 2017 with results available in June 2017. In June 2015, the City Council endorsed the countywide Community Plan to end and prevent homelessness to continue to advance the goal of supporting regional housing strategies in collaboration with other jurisdictions and agencies. The Community Plan's scope includes all homeless populations and encourages partnerships with the County to grow needed services in South County.

To continue to respond to the need, the Housing team and its regional housing partners, County OSH and homeless advocate Destination:Home (D:H), have been working towards a "South County" strategic response to homelessness. D:H is a public-private partnership serving as a "backbone" organization for collective impact strategies to end and reduce homelessness in Santa Clara County by driving and aligning resources. With these collaborative efforts, Morgan Hill is in a position to support the following two programs to specifically focus on "South County" homelessness.

1) **Rapid Rehousing and Homeless Prevention Supportive Housing Program for Homeless Families with Children ($25,000)**

The Broad Goals:

- End homelessness for families and children who are living in shelters, on the streets, in their cars, or other places not meant for human habitation.
- Prevent homelessness among families with children who are at imminent risk of homelessness.
- Integrate supportive housing into school-based resources/systems that are the "natural settings" for kids and their families.

Program Concept:

- Work with school district homeless coordinators to identify families in need.
- For homeless families, the solution is to enroll them in Rapid Rehousing programs (RRH):
    - Provide temporary, but long-term, rental assistance, case management, financial services, legal services, and housing services so they can move into housing as soon as possible;
    - While the families are looking for housing, provide them with temporary housing or transitional housing sites (aka interim or bridge housing);
    - Work with schools' adult education and community college partners to provide the families with services to help them improve their earning potential; and
    - The families eventually transition in place. When the program ends, they stay in their assisted apartment and take over the full lease.
- For families who are at imminent risk (e.g., have an eviction notice) or otherwise need one-time assistance (e.g., help with security deposit to move into an apartment after transient living), we would provide similar but less intensive services and less financial assistance.

Partnership structure/concept:

- The County and the Cities would jointly fund a RRH and Homelessness Prevention Program. Morgan Hill's funds ($25,000) will offset the County funds ($3.3 million). The level of assistance per family will vary based on need. The goal is to encourage multiple cities to support these efforts; however, Morgan Hill funds will serve Morgan Hill residents, in addition to the funds provided by the County.
- The services would be provided by a non-profit. County staff have the capacity to procure and administer the contracted program and will select the service provider.
- For Morgan Hill and Gilroy, it is expected that the program would be operated out of a South County location.

2) <u>Outreach and Engagement ($25,000)</u>

Broad Goals:

- This proposal would establish a homeless outreach team and linkage services in South County through an agency identified by the County. In South County, outreach is limited to law enforcement, faith based volunteers, and the existing safety net agencies (County services used to support individuals and prevent poverty and homelessness). This proposal would increase the effectiveness and clarity of the countywide coordinated entry system into services and housing.

- Having dedicated outreach teams in South County would increase the number of individuals who are assessed for need, it would also increase the speed and likelihood at which South County individuals and families are referred to and enrolled in housing and safety net programs offered by the County.

Program Concept:

- A partnership between the County outreach team and the local housing and law enforcement team ensures that: 1) the County is addressing some of the unmet mental health needs of homeless persons; and, 2) establishing a more holistic and humane response to meeting the needs of unsheltered homeless persons.

- City teammates would work closely with the County's outreach team to ensure coordination with law enforcement and community based organizations. Through the County database, the Homeless Management Information System (HMIS), the City and County OSH would monitor the number and quality of assessments performed, and effectiveness of the outreach teams.

Partnership structure/concept:

- This proposal supports the City and County's goal of creating a more robust and coordinated supportive housing system that prevents and reduces homelessness in South County. The County intends to add two full time homeless outreach workers specifically for South County, a personnel expense of $300,000 to the County on an ongoing annual basis. The expenditures would be offset by $25,000 from the City of Morgan Hill for one year. The program will be evaluated for its effectiveness in South County before requesting additional funds in year two.

In summary, staff recommends the City Council authorize the City Manager to enter into an agreement with the County of Santa Clara for Homeless Services in the amount of $50,000 ($25,000 for each of the two Programs).

COMMUNITY ENGAGEMENT: Inform
This report serves to inform the community of the recommendation to enter into an agreement with the County for homeless services.

ALTERNATIVE ACTIONS:
The Council could alternatively choose not to provide funding for these homeless programs at this time.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
On June 17, 2015, the City Council endorsed the Community Plan to End Homelessness.

FISCAL AND RESOURCE IMPACT:
Upon City Council approval, the City would enter into an agreement with the OSH for one year. The contract would be for $50,000 ($25,000 for each program) and would be funded in FY 2017-2018 from budgeted appropriations in Fund 255 (Successor Housing Agency).

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

LINKS/ATTACHMENTS:

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: April 5, 2017

PREPARED BY: Jim Rowe, Contract Planner
APPROVED BY: City Manager

EXTENSION OF TIME, AAE2017-0001: DUNNE - LEUNG: DEVELOPMENT AGREEMENT AMENDMENT EXTENSION FOR A SIX LOT SUBDIVISION. THE PROPERTY IS LOCATED ON THE NORTHEASTERLY CORNER OF EAST DUNNE AVENUE AND HILL ROAD (APN 728-11-026)

RECOMMENDATION(S)

1. Open/close public hearing;
2. Waive first and second reading of Development Agreement Amendment Ordinance;
3. Introduce Development Agreement Amendment Ordinance; and
4. Direct staff to return at the April 19, 2017 meeting with a report on allocation extension process.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment
Maintaining Fiscal Responsibility

REPORT NARRATIVE:

Ordinance No. 2176 dated November 18, 2015 approved a Development Agreement for the Dunne Hill Meadow development, which included 6 allotments to commence construction September 30, 2016. The applicant filed a Development Agreement Amendment (DAA) request on June 16, 2016, with details explaining the unique circumstances which justify the extension. These included City delays with processing the project. The applicant requested to extend the commencement of construction deadline for six months. The City Council considered the request on September 7, 2016, and granted a six-month extension, with a commencement of construction deadline of March 30, 2017.

Furthermore, on January 9, 2017 the applicant requested another six month extension because of claimed further delays by the City in reviewing its submittals. City staff did not agree with the applicant and recommended that the Planning Commission deny the applicant's request. On March 14, 2017, the Planning Commission approved an additional six month extension of the deadline to commence construction as it believed there was sufficient delay by the City to warrant the six month extension. The new development schedule requires the commencement of construction by September 30, 2017.

Transition from Measure C to Measure S:
City Ordinances and Policies Governing Time Extensions

On November 8, 2016, the voters within the Morgan Hill community adopted Measure S, the replacement of the prior Residential Development Control System (RDCS) Ordinance. This ordinance repeals and replaces in its entirety the prior ordinances, previously codified in Division IV (Residential Development Code) of Title 18 (Zoning) of the Morgan Hill Municipal Code. The transition provisions specified in Section 18.78.030.C.1 and C.2 (Previously Approved Allotments) of the Morgan Hill Municipal Code allow for allotments awarded and exercised prior to March 1, 2017 to remain valid and not affected by the new ordinance.

Allotments awarded prior to March 1, 2017 that have not been exercised remain valid until the expiration date established at the time of allotment or as established in the project's Development Agreement. Effective March 1, 2017, the Planning Commission may grant an extension to the date by which an allotment must be exercised, or commenced construction, in accordance with the provisions outlined in Section 18.78.170 (Extensions) of the Morgan Hill Municipal Code. Planning Commission denial of a requested extension may be appealed to the City Council.

As a result, the City Council is being requested only to modify the Development Agreement so that it is consistent with the Planning Commission's actions. Measure C Development Agreements and their amendments require City Council approval. Pursuant to Measure S, Council is not being asked to consider granting the extension.

Moving forward, staff recommends bringing back a report on the April 19, 2017, City Council meeting discussing Measure S allocation extension language. Council may want to consider 1) granting staff administrative authority to sign Development Agreement Amendments (DAAs) to be consistent with PC actions, 2) modifying the respective sections of 18.78.170 of the Measure S (which is not a voter approved section) to ensure the Council has final authority in granting all extensions, not just those appealed to the Council as it is currently or 3) modifying the process to make extension requests a City Council decision only with an alternative type of agreement.

As part of this, it is important for the Council to know that the City has received 13 applications for DAAs, 11 of which represent 190 allocations that would extend project deadlines past June 30, 2017 due to the significant rainfall this season.

COMMUNITY ENGAGEMENT: Inform
The required public hearing notice was published in the Morgan Hill Times for the minimum 10-day public noticing period. Property owners within 300 feet of the subject property were notified of the Development Agreement Amendment hearing 10-days prior to the public hearing.

ALTERNATIVE ACTIONS:
Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
The City Council considered a Development Agreement Amendment request on September 7, 2016, and adopted Ordinance No. 2217 granting a six-month extension, with a commencement of construction deadline of March 30, 2017.

The Planning Commission considered an Extension and Development Agreement Amendment request at its March 14, 2017 meeting. Based on the information presented, the Planning Commission determined that the current owner has not delayed processing of the project since the acquisition. Under the provisions outlined in Section 18.78.170 (Extensions) of the Municipal Code, the Commission approved a six-month extension to the building allotment to September 30, 2017. The Commission recommended the City Council approve an amendment to the Development Agreement Exhibit "C" Development Schedule to incorporate the six-month extension by extending the date to obtain building permits to June 30, 2017 and the commencement of construction deadline to September 30, 2017. The motion passed (7-0-0).

FISCAL AND RESOURCE IMPACT:
The applicant has paid application fees applied to the project.

CEQA (California Environmental Quality Act):
Categorical Exemption
The project was determined to be exempt from CEQA in accordance Section 15332 of the CEQA Guidelines (In-fill Development Projects). No further environmental analysis is required.

LINKS/ATTACHMENTS:
1. Ordinance Amending Development Agreement
2. Planning Commission Report
3. 17 Presentation
4. test
5. Item 17 -Dunne-Leung -revised
6. test

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AN AMENDED DEVELOPMENT AGREEMENT FOR THE DUNNE HILL MEADOW SIX LOT RESIDENTIAL DEVELOPMENT LOCATED ON THE NORTHEASTERLY CORNER OF EAST DUNNE AVENUE AND HILL ROAD (ASSESSOR'S PARCEL NUMBER 728-11-026)

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

SECTION 1. The City Council has adopted Resolution No. 4028 establishing a procedure for processing Development Agreements for projects receiving allotments through the Residential Development Control System, Title 18, Chapter 18.78 of the Municipal Code.

SECTION 2. The California Government Code Sections 65864 thru 65869.5 authorizes the City of Morgan Hill to enter binding Development Agreements with persons having legal or equitable interests in real property for the development of such property.

SECTION 3. The Planning Commission, pursuant to Title 18, Chapter 18.78.125 of the Morgan Hill Municipal Code and Resolution No. 15-64, has awarded allotments to a certain project herein after described as follows:

Project	Total Dwelling Units
MMC-13-20: Dunne - Leung	6, FY 2015-16 allotments

SECTION 4. References are hereby made to certain Agreements on file in the office of the City Clerk of the City of Morgan Hill. These documents to be signed by the City of Morgan Hill and the property owner(s) set forth in detail the development schedule, the types of homes, and the specific restrictions on the development of the subject property. Said Agreement herein above referred to shall be binding on all future owners and developers as well as the present owners of the lands, and any substantial change can be made only after further public hearings before the Planning Commission and the City Council of this City.

SECTION 5. The City Council of the City of Morgan Hill found that the project approved pursuant hereto is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332 of the CEQA Guidelines and Section 21083 of the Public Resources Code because the project has been characterized as in-fill development.

SECTION 6. ADOPTION OF AMENDED EXHIBIT "C" TO DEVELOPMENT AGREEMENT. The City Council hereby approves the Development Agreement Amendment for AAE2017-0001: East Dunne-Leung (APN 728-11-026) attached to this Ordinance as Exhibit A.

SECTION 7. The amended Exhibit "C" attached to this Ordinance hereby supersedes and

Attachment: Ordinance Amending Development Agreement (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

replaces the Exhibit "C" to the Development Agreement adopted under Ordinance No. 2217.

SECTION 8. The City Council hereby finds that the development proposal and agreement approved by this ordinance is compatible with the goals, objectives, policies, and land uses designated by the General Plan of the City of Morgan Hill.

SECTION 9. Authority is hereby granted for the City Manager to execute all development agreements approved by the City Council during the Public Hearing Process.

SECTION 10. 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 11. Effective Date; Publication. This ordinance shall take effect thirty (30) days after the date of its adoption. The City Clerk is hereby directed to publish this ordinance pursuant to §36933 of the Government Code.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 5th DAY OF APRIL 2017, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE __ DAY OF _____ 2017, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ATTEST: **APPROVED:**

_____ _____

IRMA TORREZ, City Clerk **STEVE TATE, Mayor**

Attachment: Ordinance Amending Development Agreement (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

CERTIFICATION

I, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. , New Series, adopted by the City Council of the City of Morgan Hill, California at its regular meeting held on the day of , 2017.

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

DATE:_____

_____
IRMA TORREZ, City Clerk

Attachment: Ordinance Amending Development Agreement (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

Exhibit A

Exhibit "C" to Ordinance 2217, New Series, shall be amended as follows:

EXHIBIT C
DEVELOPMENT SCHEDULE

MMC-13-20 Dunne-Leung
FY 2015-2016, 6 allotments

I.	**SUBDIVISION APPLICATION** Applications Filed:		10-13-15
II.	**SITE REVIEW APPLICATION** Submit Application:		06-11-15
III.	**FINAL MAP SUBMITTAL** Map, Improvements Agreement and Bonds: FY 2015-16, 6 units		12-30-15
IV.	**BUILDING PERMIT SUBMITTAL** Submit plans to Building Division for plan check: FY 2015-16, 6 units	0~~2-28-16~~	04-28-17
V.	**RECORD FINAL MAP** Planning Commission recommended new milestone		07-31-17
VI.	**BUILDING PERMITS** Obtain Building Permits: FY 2015-16, 6 units	~~01-31-17~~	06-30-17
VII.	**COMMENCE CONSTRUCTION:** FY 2015-16, 6 units	~~03-30-17~~	09-30-17

Failure to obtain building permits by the dates listed above shall result in the loss of building allocations. Submitting a Final Map Application or a Building Permit one (1) or more months beyond the filing dates listed above shall result in the applicant being charged a processing fee equal to double the building permit plan check fee and/or double the map checking fee to recoup the additional costs incurred in processing the applications within the required time limits. Additionally, failure to meet the Final Map Submittal and Building Permit Submittal deadlines listed above may result in loss of building allocations. In such event, the property owner must re-apply under the development allotment process outlined in Section 18.78.090 of the Municipal Code if development is still desired.

If a portion of the project has been completed (physical commencement on at least one dwelling unit and lot improvements have been installed per the plans and specifications), the property owner may apply for reallocation of allotments. Distribution of new building allocations for partially completed project shall be subject to the policies and procedures in place at the time the reallocation is requested.

Attachment: Ordinance Amending Development Agreement (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

CITY OF MORGAN HILL

PLANNING COMMISSION STAFF REPORT
MEETING DATE: March 14, 2017

PREPARED BY: Jim Rowe, Contract Planner
APPROVED BY: Jennifer Carman, Community Development Director

DEVELOPMENT AGREEMENT AMENDMENT, AAE2017-0001: E. DUNNE - LEUNG REQUEST FOR A DEVELOPMENT AGREEMENT AMENDMENT AND SIX MONTH EXTENSION OF TIME FOR A SIX LOT SUBDIVISION. THE PROPERTY, IDENTIFIED BY ASSESSOR PARCEL NUMBER 728-11-026, IS LOCATED ON NORTHEASTERLY CORNER OF EAST DUNNE AVENUE AND HILL ROAD (HANALEI LAND CO. LLC, OWNER).

RECOMMENDATION(S)

1. Recommend Planning Commission deny the extension of time and adopt Resolution “A”.

Alternative:

2. If Planning Commission determines that findings provided in Section 18.78.170.F of the Morgan Hill Municipal Code can be made, adopt Resolution "B".

In accordance with Section 15162 of the CEQA Guidelines (Subsequent Negative Declarations), there is no substantial evidence, in light of the whole record, that the project as revised may have a significant effect on the environment; therefore no further environmental analysis is required. A Mitigated Negative Declaration was adopted for the project and a Notice of Determination was filed.

LOCATION MAP:

Attachment: Planning Commission Report (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

Location:	Northeast corner of East Dunne Avenue and Hill Road
Site Area:	2.112 Acres
General Plan:	Single Family Medium
Zoning:	R1-7,000

BACKGROUND:

Ordinance No. 2176 dated November 18, 2015 approved a Development Agreement for the Dunne Hill Meadow development, which included 6 allotments to commence construction September 30, 2016. The applicant filed a Development Agreement Amendment (DAA) request on June 16, 2016, with details explaining the unique circumstances which justify the extension. These included City delays with processing the project. The applicant requested to extend the commencement of construction deadline for six months. The City Council considered the request on September 7, 2016, and granted a six month extension, with a commencement of construction deadline to March 30, 2017.

Land Use Entitlement History

The project competed in one Residential Development Control System (RDCS) competition in 2014 and was awarded 6 allotments for Fiscal Year 2015-2016. Since that time, the following items have been completed:

1. Development Agreement;
2. Subdivision Map;
3. Site Review; and
4. Final Map/Improvement Plans submitted and pending.

City Ordinances and Policies Governing Time Extensions

On November 8, 2016 the voters within the Morgan Hill community adopted Measure S, the replacement of the prior RDCS Ordinance. This ordinance repeals and replaces in its entirety the prior ordinances, previously codified in Division IV (Residential Development Code) of Title 18 (Zoning) of the Morgan Hill Municipal Code. The transition provisions specified in Section 18.78.030.C.1 and C.2 (Previously Approved Allotments) of the Morgan Hill Municipal Code allows for allotments awarded and exercised prior to March 1, 2017 to remain valid and not affected by the new ordinance.

Allotments awarded prior to March 1, 2017 that have not been exercised remain valid until the expiration date established at the time of allotment or as established in the project's Development Agreement. The City may grant an extension to the date by which an allotment must be exercised in accordance with the provisions outlined in Section 18.78.170 (Extensions) of the Morgan Hill Municipal Code.

Attachment: Planning Commission Report (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

ANALYSIS:

The applicant explains in the letter dated January 10, 2017, that due to City delays, an additional six month extension of time is being requested (Attachment 3). The Subdivision Map and Development Agreement applications were submitted to the City on April 10, 2014. Incomplete letters were provided to the applicant on May 9, 2014, December 15, 2014 and April 20, 2015. The project was found complete in August 2015 and was presented to the Planning Commission on October 13, 2015 for approval of the Subdivision Map. The Development Agreement was approved by the City Council on November 18, 2015. The Site Review application was filed in June 2015 and was not deemed complete for processing until January of this year. The approval certificate for the Site Review application was completed February 7, 2017. The Planning application processing was not a delay of the City.

Public Works has confirmed that the first submittal of improvement plans was submitted on February 24, 2016. The Departments standard turnaround time is six weeks. In this case, Public Works released the first plan check comments to the project engineer on June 10, 2016.

Based on prior Council policy, the project was granted an extension to the commencement of construction deadline based on the delay of Public Works processing times. The deadline to obtain building permits was extended to January 31, 2017 and the commence construction date was extended to March 30, 2017.

As noted in the applicant's January 10, 2017 letter, the second submittal of improvement plans was submitted on October 27, 2016, more than four months after Public Works released the first plan check comments on June 10, 2016. Public Works released the second plan check comments to the project engineer on February 22, 2017. While there have been delays by both the City and the applicant, the preponderance of the processing delays are attributable to the applicant.

The City delay does not warrant any further extension and it is recommended that the Planning Commission deny the request for an extension and adopt Resolution "A".

To approve the extension, as requested by the applicant, the Planning Commission would need to make findings as provided in Section 18.78.170.F (Eligibility Criteria) of the Morgan Hill Municipal Code:

"1. The Planning Commission may approve an extension only when the City or other public agency is responsible for a delay in the Issuance of permits or granting approvals required to exercise the allotments, or due to an earthquake, flood, fire, or other severe act of nature outside of the applicant's control. It is the applicant's responsibility to provide evidence that the request is consistent with this requirement.

2. The Planning Commission may not approve an extension for any reason other than in Paragraph E.1 above, including but not limited to difficulties obtaining

Attachment: Planning Commission Report (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

financing, changes to the project not required by the City or other public agencies, applicant delays responding to requests from the City or other public agency, personal circumstances of the applicant, or changes in property ownership."

An alternative Resolution "B" has been provided should the Planning Commission wish to approve the extension request.

Development Schedule

Obtain Building Permits	**Original Date 1st Extension**	**Approved Date Request**	**Staff Recommendation**
FY 2015-2016 (6 allotments)	~~July 31, 2016~~ March 30, 2017	~~January 31, 2017~~ June 30, 2017	No extension

Commence Construction	**Original Date 1st Extension**	**Approved Date Request**	**Staff Recommendation**
FY 2015-2016 (6 allotments)	~~September 30, 2016~~ June 30, 2017	~~March 30, 2017~~ September 30, 2017	No extension

LINKS/ATTACHMENTS:

1. DAA Resolution A Denial
2. DAA Resolution B Approval
3. Exhibit C Development Schedule
4. Letter of Justification
5. 03 Staff Presentation

Attachment: Planning Commission Report (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

AAE2017-0001: E. Dunne - Leung

Request

Development Agreement Amendment to extend the commence construction deadline to September 30, 2017.

Commission Action

Planning Commission approved 6-month extension on March 14, 2017.

Attachment: 17 Presentation (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

AAE2017-0001: E. Dunne - Leung

Application Processing

- Project incomplete from April 2014-August 2015
- Tentative Map Approved October 2015
- Development Agreement Approved November 2015
- Public Works comments provided June 2016
- Improvement Plans submitted for recheck October 2016
- Site Review incomplete from June 2015-January 2017

Attachment: 17 Presentation (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

AAE2017-0001: E. Dunne - Leung

Measure S – Section 18.78.170.F (Extensions - Eligibility Criteria)

- Commission may approve extension *only* when the City or other public agency is responsible for a delay in the issuance of building permits or granting approvals required to exercise the allotments or due to severe acts of nature

- Commission may *not* approve an extension for any other reason, including but not limited to difficulties obtaining financing, changes to the project not required by the City or other public agencies, applicant delays responding to requests from the City or other public agency, personal circumstances of the applicant, or changes in property ownership.

Attachment: 17 Presentation (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

Planning Commission Approved

DEVELOPMENT SCHEDULE

MMC-13-20 Dunne-Leung

FY 2015-2016, 6 allotments

I.	**SUBDIVISION APPLICATION**		
	Applications Filed:		10-13-15
II.	**SITE REVIEW APPLICATION**		
	Submit Application:		06-11-15
III.	**FINAL MAP SUBMITTAL**		
	Map, Improvements Agreement and Bonds:		
	FY 2015-16, 6 units		12-30-15
IV.	**BUILDING PERMIT SUBMITTAL**		
	Submit plans to Building Division for plan check:		
	FY 2015-16, 6 units	~~02-28-16~~	04-28-17
V.	**RECORD FINAL MAP**		07-31-17 (Hard deadline)
VI.	**BUILDING PERMITS**		
	Obtain Building Permits:		
	FY 2015-16, 6 units	~~01-31-17~~	06-30-17 (Hard deadline)
VII.	**COMMENCE CONSTRUCTION:**		
	FY 2015-16, 6 units	~~03-30-17~~	09-30-17

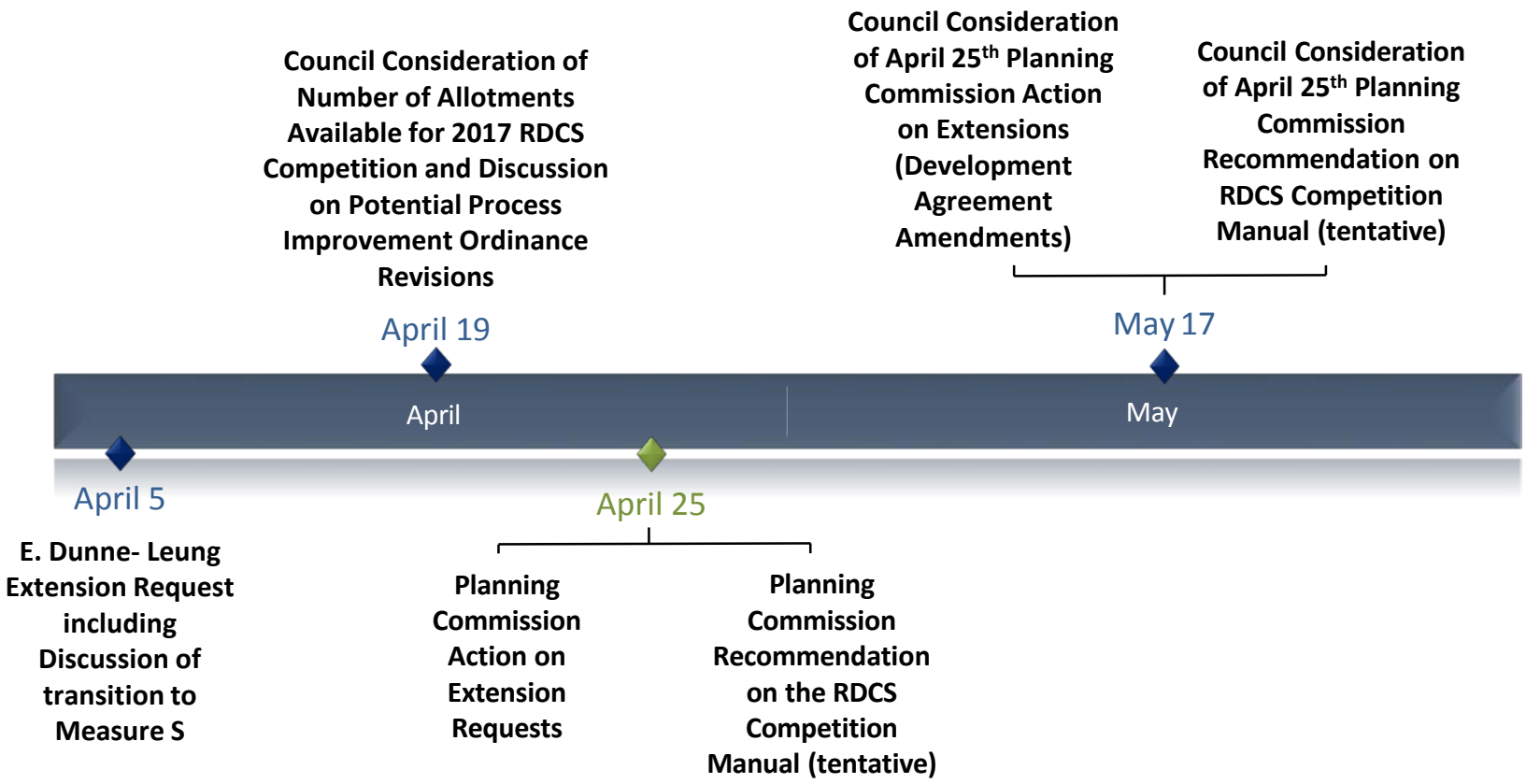
Attachment: 17 Presentation (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

April 19, 2017
Potential Discussion items:

- Administrative authority to sign Development Agreement Amendments (DAAs)
- Modifying the municipal code to ensure the Council has final authority in granting all extensions, not just those appealed to the Council
- Make extension requests a City Council decision only with an alternative type of agreement

Attachment: 17 Presentation (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

City Council – April 5, 2017: Agenda Item # 17



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City Council – April 5, 2017: Agenda Item # 17

AAE2017-0001: E. Dunne - Leung

Request

Development Agreement Amendment to extend the commence construction deadline to September 30, 2017.

Commission Action

Planning Commission approved 6-month extension on March 14, 2017.

Attachment: Item 17 -Dunne-Leung -revised (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

AAE2017-0001: E. Dunne - Leung

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Attachment: Item 17 -Dunne-Leung -revised (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

City Council – April 5, 2017: Agenda Item # 17

AAE2017-0001: E. Dunne - Leung

Measure S – Section 18.78.170.F (Extensions - Eligibility Criteria)

§ Commission may approve extension only when the City or other public agency is responsible for a delay in the issuance of building permits or granting approvals required to exercise the allotments or due to severe acts of nature

§ Commission may not approve an extension for any other reason, including but not limited to difficulties obtaining financing, changes to the project not required by the City or other public agencies, applicant delays responding to requests from the City or other public agency, personal circumstances of the applicant, or changes in property ownership.

Attachment: Item 17 -Dunne-Leung -revised (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

City Council – April 5, 2017: Agenda Item # 17

Planning Commission Approved

DEVELOPMENT SCHEDULE

MMC-13-20 Dunne-Leung

FY 2015-2016, 6 allotments

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	Obtain Building Permits:		
	FY 2015-16, 6 units	~~01-31-17~~	06-30-17 (Hard deadline)
VII.	**COMMENCE CONSTRUCTION:**		
	FY 2015-16, 6 units	~~03-30-17~~	09-30-17

Attachment: Item 17 -Dunne-Leung -revised (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

City Council – April 5, 2017: Agenda Item # 17

April 19, 2017
Potential Discussion items:

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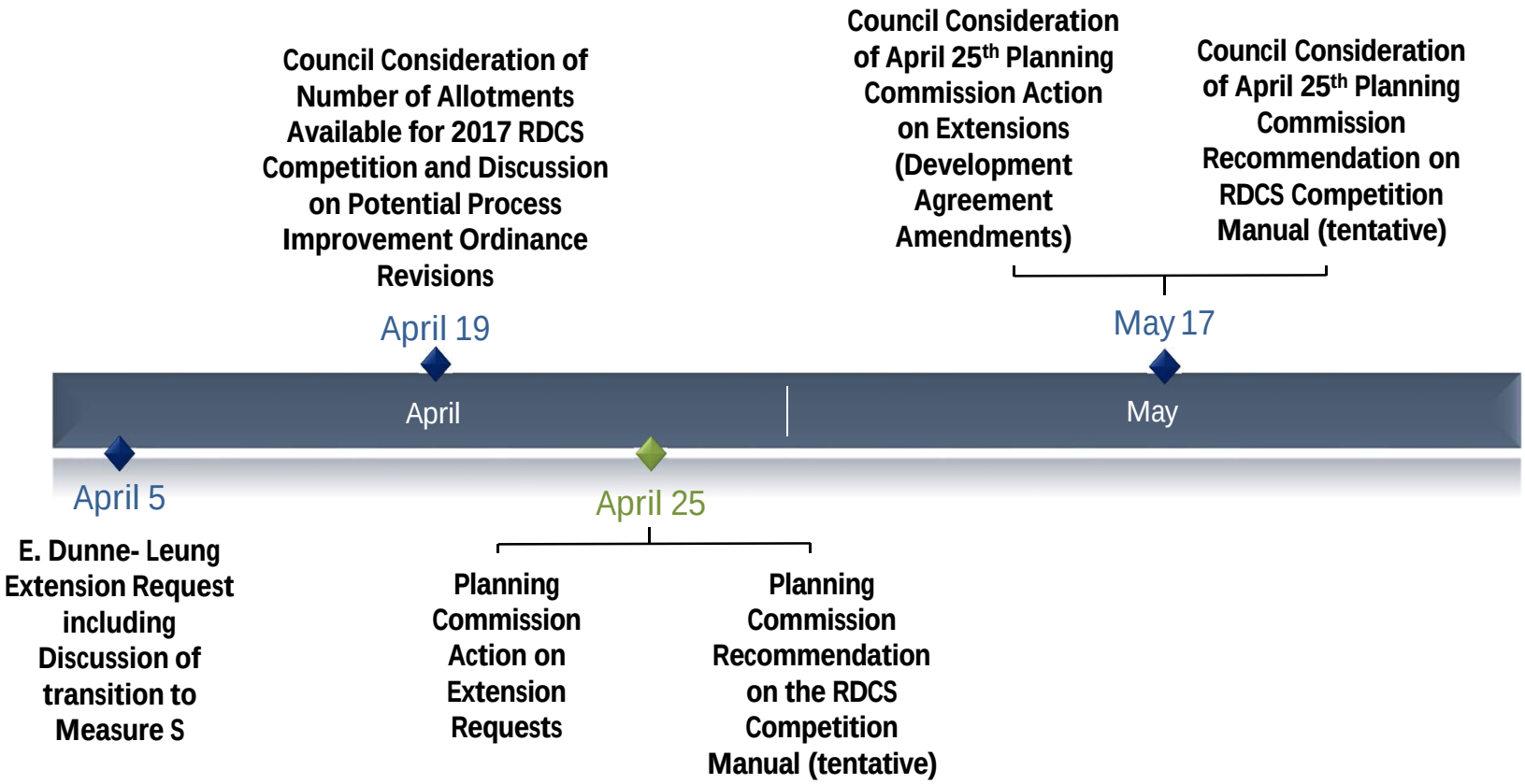
Attachment: Item 17 -Dunne-Leung -revised (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

City Council – April 5, 2017: Agenda Item # 17



Attachment: Item 17 -Dunne-Leung -revised (1090 : Extension of Time AAE2017-0001: Dunne-Leung)

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: April 5, 2017

PREPARED BY: Anthony Eulo, Program Administrator
APPROVED BY: City Manager

ADOPT RESOLUTION APPROVING A SOLID WASTE RATE ADJUSTMENT FOR 2017

RECOMMENDATION(S)
Adopt resolution approving an adjustment in the maximum allowable solid waste charges effective July 1, 2017.

COUNCIL PRIORITIES, GOALS & STRATEGIES
Ongoing Priorities
Protecting the Environment
Maintaining Fiscal Responsibility

REPORT NARRATIVE:
The purpose of this report is to present Recology South Valley's (Recology) request for an adjustment in the maximum allowable solid waste rates charged within the City for City Council consideration and action.

One of the provisions of Recology's franchise agreement has historically been that service rate increases are based upon changes in the Consumer Price Index. With the amendment to the franchise agreement approved in 2014, rate amendments are now based on changes in both the Consumer Price Index and the price of compressed natural gas. In accordance with the agreement, Recology submitted the attached timely request for a rate adjustment and Recology's rate application follows the formula prescribed in the amended franchise agreement. The calculated rate adjustment requested this year is a 2.57% increase.

For residential customers, this adjustment applied to the current, basic residential service rate of $30.17 is $0.78 per month. With the approval of this adjustment, the maximum permitted monthly charge for flatland customers will be $30.95 and the maximum permitted monthly charge for hillside customers will be $33.66. For a business getting a 3-yard dumpster serviced once per week, the maximum allowable monthly rate will rise from $331.88 to $340.41.

It is recommended that the Council adopt the attached resolution increasing the maximum allowed rates for solid waste management services for 2017.

COMMUNITY ENGAGEMENT: Inform

The community will be informed about the rate amendment via notices in the bills they receive from Recology.

ALTERNATIVE ACTIONS:
Not applicable as the City is contractually obligated to approve this amendment to the maximum rates.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
The City Council has evaluated solid waste rate adjustments annually for the past seventeen years. In 2014, the City Council approved an amendment to the franchise agreement which changed the formula for the annual process.

FISCAL AND RESOURCE IMPACT:
The City's annual franchise fee revenues will go up by approximately $35,000 with passage of the attached resolution. This increase is consistent with the assumption built into the City's adopted budget and no adjustment to the City's budget or financial forecast is required. Processing this application is an anticipated and included activity in the work program of the Community Services Department

CEQA (California Environmental Quality Act):
Not a Project

This action will not result in physical changes to the environment and it is not a project under the CEQA Guidelines.

LINKS/ATTACHMENTS:
1. Recology Rate Resolution 2017
2. 2017 MH rate application

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AN ADJUSTMENT IN SOLID WASTE COLLECTION RATES FOR 2017

WHEREAS, the City of Morgan Hill (the "City") has approved a franchise agreement with Recology South Valley that establishes a methodology for regulating the maximum rates that Recology can charge to Morgan Hill customers; and

WHEREAS, Recology South Valley ("Recology") has submitted an application for a rate adjustment that substantially complies with the methodology in the Agreement; and

WHEREAS, the cost of living, as indicated by the consumer price index, and the cost of motor fuels have increased during the past year causing an increase in the cost of providing service; and

WHEREAS, Recology has agreed to provide notice in their next garbage billing explaining the rate adjustment process; and

WHEREAS, further reasons supporting the rate adjustment described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council Staff Report entitled "Solid Waste Management Rate Adjustment for 2017" submitted for City Council consideration at its meeting of April 5, 2017, submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, the activities allowed under this Resolution do not constitute a project under the provisions of California Environmental Quality Act of 1970; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such date the City Council conducted a duly noticed public meeting at which the City Council provided members of the public an opportunity to comment and be heard and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

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

Section 1. Recitals. The City Council does hereby find, determine and resolve that all the foregoing recitals are true and correct.

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct that Recology South Valley is hereby authorized to adjust their rates up to the maximum levels listed on the rate schedule attached hereto as Exhibit A.

Attachment: Recology Rate Resolution 2017 (1096 : Recology Rate Adjustment)

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 5th day of April 2017 by the following vote.

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

DATE: _____

_____
Steve Tate, MAYOR

CERTIFICATION

I**, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA**, do hereby certify that the foregoing is a true and correct copy of Resolution No. adopted by the City Council at the Regular Meeting on April 5, 2017.

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

DATE:_____

_____
IRMA TORREZ, City Clerk

Attachment: Recology Rate Resolution 2017 (1096 : Recology Rate Adjustment)

Exhibit A

RECOLOGY SOUTH VALLEY
CITY OF MORGAN HILL
RATES EFFECTIVE JULY 1, 2017

DESCRIPTION	Current Rates	Add Current 2.57%	New Rates
Residential Rates			
BASIC SINGLE FAMILY	30.17	0.78	30.95
SGL FAM - NO STREET SWEEPING	29.80	0.77	30.57
HILLSIDE RESIDENTIAL	32.82	0.84	33.66
HILLSIDE RESIDENTIAL - NO SWEEPING	32.36	0.83	33.19
LOW INCOME	24.25	0.62	24.87
LOW INCOME - NO ST SWEEPING	23.94	0.62	24.56
EX YW CONTAINER RENT			
BULKY MATERIAL (1-3 ITEMS)	40.17	1.03	41.20
BULKY MATERIAL (EACH EXTRA ITEM)	16.05	0.41	16.46
SIDE/BACKYARD SERV	12.04	0.31	12.35
GARBAGE TOTER RENTAL	5.11	0.13	5.24
RETURNED TRIP COLLECTION	31.43	0.81	32.24
Commercial Rates			
1 CAN COMM	18.46	0.47	18.93
2 CANS COMM	30.25	0.78	31.03
3 CANS COMM	42.11	1.08	43.19
4 CANS COMM	53.98	1.39	55.37
5 CANS COMM	65.83	1.69	67.52
6 CANS COMM	77.70	2.00	79.70
7 CANS COMM	89.51	2.30	91.81
8 CANS COMM	101.35	2.60	103.95
9 CANS COMM	113.20	2.91	116.11
10 CANS COMM	125.05	3.21	128.26
2 YD 1 X WEEK	229.11	5.89	235.00
2 YD 2 X WEEK	434.42	11.16	445.58
2 YD 3 X WEEK	639.69	16.44	656.13
2 YD 4 X WEEK	844.98	21.72	866.70
2 YD 5 X WEEK	1,050.24	26.99	1,077.23
2 YD 6 X WEEK	1,254.02	32.23	1,286.25
1/2 3 YD 1 X WEEK	165.95	4.26	170.21
3 YD 1 X WEEK	331.88	8.53	340.41
3 YD 2 X WEEK	632.02	16.24	648.26
3 YD 3 X WEEK	932.21	23.96	956.17
3 YD 4 X WEEK	1,232.31	31.67	1,263.98
3 YD 5 X WEEK	1,532.45	39.38	1,571.83
3 YD 6 X WEEK	1,832.57	47.10	1,879.67
4 YD 1 X WEEK	429.44	11.04	440.48
4 YD 2 X WEEK	816.12	20.97	837.09
4 YD 3 X WEEK	1,202.82	30.91	1,233.73
4 YD 4 X WEEK	1,589.55	40.85	1,630.40

Attachment: Recology Rate Resolution 2017 (1096 : Recology Rate Adjustment)

RECOLOGY SOUTH VALLEY
CITY OF MORGAN HILL
RATES EFFECTIVE JULY 1, 2017

DESCRIPTION	Current Rates	Add Current 2.57%	New Rates
4 YD 5 X WEEK	1,976.23	50.79	2,027.02
4 YD 6 X WEEK	2,362.93	60.73	2,423.66
6 YD 1 X WEEK	641.63	16.49	658.12
6 YD 2 X WEEK	1,227.93	31.56	1,259.49
6 YD 3 X WEEK	1,814.22	46.63	1,860.85
6 YD 4 X WEEK	2,400.56	61.69	2,462.25
6 YD 5 X WEEK	2,986.88	76.76	3,063.64
6 YD 6 X WEEK	3,573.18	91.83	3,665.01
SPECIAL COLLECTION	26.36	0.68	27.04
REGULAR COMPACTOR (PER YARD)	41.65	1.07	42.72
RECYCLE COMPACTOR (PER YARD)	24.63	0.63	25.26
SUPER COMPACTOR (PER YARD)	83.29	2.14	85.43
20 YARD DEBRIS BOX	458.41	11.78	470.19
35 YARD DEBRIS BOX	654.88	16.83	671.71
40 YARD DEBRIS BOX	764.06	19.64	783.70
PERM RENTAL	242.87	6.24	249.11
PERM DISPOSAL (PER YARD)	22.84	0.59	23.43
CARDBOARD COMPACTOR	FREE	FREE	FREE
20 YARD CARDBOARD	FREE	FREE	FREE
40 YARD CARDBOARD	FREE	FREE	FREE
20 YARD OTHER RECYCLABLES	234.31	6.02	240.33
40 YARD OTHER RECYCLABLES	390.56	10.04	400.60
20 YARD DEBRIS BOX HILLSIDE	571.56	14.69	586.25
40 YARD DEBRIS BOX HILLSIDE	876.80	22.53	899.33
Compactor Front Loader Service			
2 YARD COMPACTOR 1 X WEEK	360.96	9.28	370.24
2 YARD COMPACTOR 2 X WEEK	721.93	18.54	740.47
2 YARD COMPACTOR 3 X WEEK	1,082.89	27.82	1,110.71
3 YARD COMPACTOR 1 X WEEK	541.45	13.91	555.36
3 YARD COMPACTOR 2 X WEEK	1,082.89	27.82	1,110.71
Super Compactor Front Loader Service			
2 YARD COMPACTOR 1 X WEEK	721.84	18.55	740.39
2 YARD COMPACTOR 2 X WEEK	1,443.68	37.10	1,480.78
2 YARD COMPACTOR 3 X WEEK	2,165.52	55.64	2,221.16
3 YARD COMPACTOR 1 X WEEK	1,082.76	27.82	1,110.58
3 YARD COMPACTOR 2 X WEEK	2,165.52	55.64	2,221.16
Special Street Sweeping			
M-F 8:00AM-5:00PM (PER HOUR)	75.00	-	75.00
ALL OTHER HOURS (MINIMUM + HOURLY)	500.00	-	500.00

Attachment: Recology Rate Resolution 2017 (1096 : Recology Rate Adjustment)

Recology
South Valley
WASTE ZERO

February 17, 2017

Mr. Anthony Eulo
Program Administrator
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037

Re: July 2017 Rate Adjustment

Dear Anthony:

As outlined in section 6 of the Amended and Restated franchise agreement, we submit our request for a 2.57% adjustment to the collection rates effective July 1, 2017.

Section 6 (B) in the First Amendment describes using November to November index values for both the Consumer Price Index (CPI) for all Urban Consumers for the San Francisco/Oakland Metropolitan Area and the Department of Energy's Clean Cities Alternative Fuel Price Report.

The Bureau of Labor Statistics publishes the CPI index every other month; therefore the CPI index is not published in November. Additionally, the Department of Energy publishes the Alternative Fuel Price Report in October and January, therefore November is not available. Both indices are available in October.

For consistency purposes, and to most closely match the original Franchise Agreement we have used the October 2015 to October 2016 indexes in both cases as we did last year.

Attached are the following exhibits:

Exhibit 1 - CPI Calculation
CPI calculation using the formula described section 6 of the Amendment and Restated franchise agreement. Using October 2015 to October 2016 indexes.

Exhibit 2 – CPI Documentation
A Copy of the printout from the U.S. Department of Labor - Bureau of Labor Statistics web site displaying the required values of the CPI calculation.

Attachment: 2017 MH rate application (1096 : Recology Rate Adjustment)

Exhibit 3 – Clean Cities Alternative Fuel Price Report Documentation
Table 6 compressed Natural Gas (relative to Diesel) West Coast report

Exhibit 4 – Rate Schedule
This table applies the CPI factor and Fuel index to the current rates and calculates the adjusted new rates for July 1, 2017.

Should you have any questions or need additional information, please call me at (408) 846-1395.

Sincerely,

Phil Couchee
General Manager
Recology South Valley

Attachment: 2017 MH rate application (1096 : Recology Rate Adjustment)

RECOLOGY SOUTH VALLEY
CITY OF MORGAN HILL
RATE ADJUSTMENT
EFFECTIVE JULY 1, 2017

CPI RATE ADJUSTMENT

Formula outlined in Section 6 (B) First Amendment of December 13, 2005 Franchise Agreement.

$$\frac{X(I) - X(I-2)}{X(I-2)}$$

Consumer Price Index Values

X (I) = October, 2016 =	270.306
X (I-2) = October, 2015 =	261.019
CPI =	$\frac{270.306 - 261.019}{261.019}$
CPI =	3.56%
70% of CPI =	2.49%

Department of Energy's Clean Cities Alternative Fuel Price Report

X (I) = October, 2016 =	2.70
X (I-2) = October, 2015 =	2.68
MFI =	$\frac{2.70 - 2.68}{2.68}$
MFI =	0.75%
10% of MFI =	0.08%

Net index rate percentage adjustment 2.57%

Total rate adjustment **2.57%**

Attachment: 2017 MH rate application (1096 : Recology Rate Adjustment)

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CITY OF MORGAN HILL
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3 YARD COMPACTOR 2 X WEEK	2,165.52	55.64	2,221.16
Special Street Sweeping			
M-F 8:00AM-5:00PM (PER HOUR)	75.00	-	75.00
ALL OTHER HOURS (MINIMUM + HOURLY)	500.00	-	500.00

Attachment: 2017 MH rate application (1096 : Recology Rate Adjustment)

Compressed Natural Gas (Relative to Diesel)[7]

Natural Gas

TABLE 6
COMPRESSED NATURAL GAS (CNG) AND DIESEL AVERAGE RETAIL PRICES BY REGION

Region	CNG Prices ($/DGE*)	Diesel Prices ($/gal)	Price Difference**
New England	$2.75	$2.72	$0.03
Central Atlantic	$2.25	$2.73	-$0.48
Lower Atlantic	$2.33	$2.48	-$0.15
Midwest	$2.29	$2.47	-$0.18
Gulf Coast	$2.30	$2.27	$0.03
Rocky Mountain	$2.13	$2.46	-$0.33
West Coast	$2.68	$2.80	-$0.12
NATIONAL AVERAGE	**$2.37**	**$2.59**	**-$0.22**

*DGE = diesel gallon equivalent
** Negative numbers represent average CNG prices that are lower than diesel, on a $/DGE basis.

The prices shown in Table 6 were submitted by Clean Cities coordinators, fuel providers, and other stakeholders on a voluntary basis, between October 1 and October 15, 2015.

Table 6 shows the prices from Table 5, converted to $/diesel gallon equivalent (S/DGE), for easy comparison with diesel prices.

As with other fuels, the energy content of natural gas can vary. CNG dispensers are calibrated for local gas compositions and dispense an accurate GGE for the actual gas being sold.

On average, during this reporting period, CNG cost about $0.22 less than diesel on a per diesel gallon equivalent basis.

Note: The Alternative Fuel Price Report is a snapshot in time of ***retail*** fuel prices. Alternative fuel fleets can obtain significantly lower fuel prices than those reported in the AFPR by entering into contracts directly with local fuel suppliers. Contract prices will vary, depending on fleet size and amount of fuel to be purchased, distance from the supplier, region of the country and other factors.

In this map, negative numbers represent prices for CNG that are lower than diesel, on a per diesel gallon equivalent basis. States not highlighted with a color did not have any CNG data points in the current report.

CNG Price Difference Relative to Diesel

- -$0.90 to -$0.50
- -$0.49 to $0.00
- $0.01 to $0.30
- $0.31 to $0.73
- Insufficient Data

FIGURE 4
PRICE DIFFERENTIALS BY STATE FOR COMPRESSED NATURAL GAS (CNG) RELATIVE TO DIESEL

[7] A total of 46 liquefied natural gas (LNG) prices were submitted, with an average fuel price of $2.60/DGE. Because of the small number of price points, this data is not reflected in the report.

Attachment: 2017 MH rate application (1096 : Recology Rate Adjustment)

Compressed Natural Gas (Relative to Diesel)

Natural Gas

The prices shown in Table 6 were submitted by Clean Cities coordinators, fuel providers, and other stakeholders on a voluntary basis, between October 1 and October 15, 2016.

TABLE 6
Compressed Natural Gas (CNG) and Diesel Average Retail Prices by Region

Region	CNG Prices ($/DGE*)	Diesel Prices ($/gal)	Price Difference**
New England	$2.78	$2.54	$0.24
Central Atlantic	$2.32	$2.70	-$0.38
Lower Atlantic	$2.20	$2.38	-$0.18
Midwest	$2.18	$2.37	-$0.19
Gulf Coast	$2.24	$2.16	$0.08
Rocky Mountain	$2.10	$2.33	-$0.23
West Coast	$2.70	$2.78	-$0.08
NATIONAL AVERAGE	**$2.33**	**$2.48**	**-$0.15**

*DGE = diesel gallon equivalent
** Negative numbers represent average CNG prices that are lower than diesel, on a $/DGE basis

Table 6 shows the prices from Table 5, converted to $/diesel gallon equivalent ($/DGE), for easy comparison with diesel prices.

As with other fuels, the energy content of natural gas can vary. CNG dispensers are calibrated for local gas compositions and dispense an accurate GGE for the actual gas being sold.

On average, during this reporting period, CNG cost about $0.15 less than diesel on a per diesel gallon equivalent basis.

Note: The Alternative Fuel Price Report is a snapshot in time of retail fuel prices. Alternative fuel fleets can obtain significantly lower fuel prices than those reported in the AFPR by entering into contracts directly with local fuel suppliers. Contract prices will vary, depending on fleet size and amount of fuel to be purchased, distance from the supplier, region of the country and other factors.

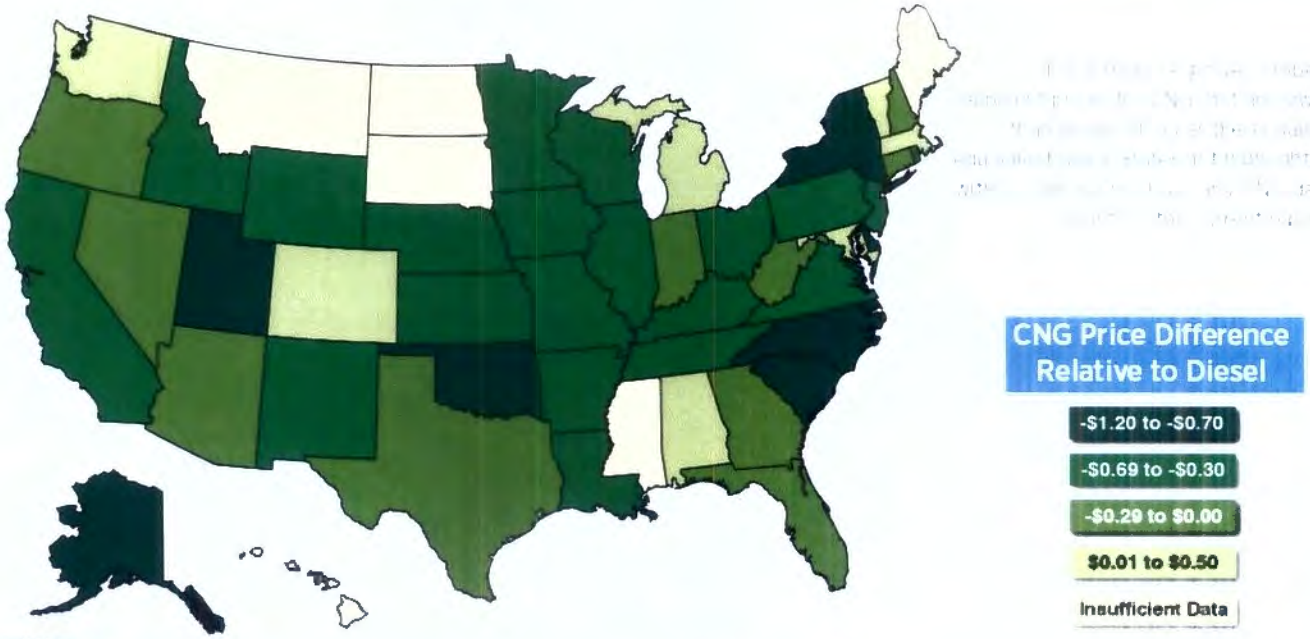

FIGURE 4
PRICE DIFFERENTIALS BY STATE FOR COMPRESSED NATURAL GAS (CNG) RELATIVE TO DIESEL

Attachment: 2017 MH rate application (1096 : Recology Rate Adjustment)

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Data extracted on: February 17, 2017 (4:04:26 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUUSA422SA0
Not Seasonally Adjusted
Area: San Francisco-Oakland-San Jose, CA
Item: All items
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2006		207.1		208.9		209.1		210.7		211.0		210.4	209.2	207.9	210.6
2007		213.688		215.842		216.123		216.240		217.949		218.485	216.048	214.736	217.361
2008		219.612		222.074		225.181		225.411		225.824		218.528	222.767	221.730	223.804
2009		222.166		223.854		225.692		225.801		226.051		224.239	224.395	223.305	225.484
2010		226.145		227.697		228.110		227.954		228.107		227.658	227.469	226.994	227.944
2011		229.981		234.121		233.646		234.608		235.331		234.327	233.390	232.082	234.698
2012		236.880		238.985		239.806		241.170		242.834		239.533	239.650	238.099	241.201
2013		242.677		244.675		245.935		246.072		246.617		245.711	245.023	243.894	246.152
2014		248.615		251.495		253.317		253.354		254.503		252.273	251.985	250.507	253.463
2015		254.910		257.622		259.117		259.917		261.019		260.289	258.572	256.723	260.421
2016		262.600		264.565		266.041		267.853		270.306		269.483	266.344	263.911	268.777

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