



CITY OF MORGAN HILL

Regular Meeting Agenda

City Council

Steve Tate - Mayor

Rich Constantine - Mayor Pro Tem

Larry Carr - Council Member

Caitlin Jachimowicz - Council Member

Rene Spring - Council Member

Wednesday, February 21, 2018 7:00 PM

Council Chamber

17555 Peak Avenue, Morgan Hill, CA 95037

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.

CALL TO ORDER

(Mayor Tate)

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

Per Government Code Section 54954.2

(Deputy City Clerk Wilson)

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Council Member Spring

CITY MANAGER'S REPORT

QUARTERLY TEAMMATE RECOGNITIONS

New Hires

Joey Dinh- Associate Planner

Gabrielle Gomez- Police Records Specialist
Tyler Pecsok- Animal Services Officer
John Pipkin Jr.- Utility Worker I
Hector Marquez- Utility Worker I

Retirements
Karl Bjarke- Engineering & Utilities Director
Joni Evans- Sr. Human Resources Analyst

CITY ATTORNEY'S REPORT

OTHER REPORTS

PRESENTATIONS

YAC Presentation Asset #1 - Family Support

RECOGNITIONS

Teammate Recognitions - Loving and Learning Center Pilot Program

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. STATION AREA MASTER PLAN PRIORITIZATION OF IMPROVEMENTS

Recommendation:

Accept Station Area Master Plan.

2. APPROVE CITY SPONSORSHIP OF THE AMERICAN ASSOCIATION OF UNIVERSITY WOMEN'S "FUTURE WOMEN LEADERS CONFERENCE" 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 Branch of the American Association of University Women's Future Women Leaders Conference on April 14, 2018.

3. RENT CONTROL ANALYSIS

Recommendation:

Receive report.

4. ANIMAL SHELTER ADDITIONAL FUNDING

Recommendation:

Adopt resolution approving an amendment to the City's Fiscal Year 2017-18 budget in the General Fund to appropriate \$15,000 for animal services at the San Martin Animal Shelter.

5. RECOMMENDING LINCOLN FINANCIAL TO PROVIDE GROUP LIFE INSURANCE, DISABILITY, AND ACCIDENTAL DEATH & DISMEMBERMENT COVERAGE

Recommendation:

1. Accept report recommending Lincoln Financial to provide group insurance, disability, and accidental death and dismemberment coverage; and
2. Authorize City Manager to approve a Lincoln Financial group application with an effective date of April 1, 2018.

6. CITY SUPPORT OF REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT OF 2018

Recommendation:

Adopt resolution supporting the Reducing Crime and Keeping California Safe Act of 2018.

7. THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT WITH HARRIS & ASSOCIATES FOR LAND DEVELOPMENT REVIEW

Recommendation:

1. Approve the Third Amendment to the professional service agreement with Harris & Associates for land development review services to increase the fee by \$70,000 for a total not-to-exceed amount of \$245,000 with the term of the agreement unchanged;
2. Authorize the City Manager to execute the Third Amendment; and
3. Adopt resolution approving an amendment to the City's Fiscal Year 2017-18 budget in the Community Development Fund (Fund No. 206) to appropriate \$70,000 for the amendment to the professional service agreement with Harris & Associates.

8. ADOPT ORDINANCE AMENDING CHAPTER 8.20 ("WEED ABATEMENT") OF TITLE 8 ("HEALTH AND SAFETY") OF THE MORGAN HILL MUNICIPAL CODE

Recommendation:

Waive the reading, adopt Ordinance No. 2268, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

9. FIRST AMENDMENT TO NEW CINGULAR WIRELESS PCS PROPERTY USE AGREEMENT

Recommendation:

Authorize the City Manager to Execute the First Amendment to New Cingular Wireless PCS's Property Use Agreement.

10. FIRST AMENDMENT TO SPRINT'S PROPERTY USE AGREEMENT

Recommendation:

Authorize the City Manager to Execute the First Amendment to Sprint Spectrum Realty Company's Property Use Agreement.

11. SECOND AMENDMENT TO THE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT FOR GALVAN PARK FOR FY 17-18

Recommendation:

Adopt resolution authorizing the City Manager to negotiate and execute the Second Amendment to the County CDBG contract.

12. APPROVE THE JANUARY 17, 2018 MEETING MINUTES

Recommendation:

Approve Minutes.

13. APPROVE THE JANUARY 26, 2018 MEETING MINUTES

Recommendation:

Approve Minutes.

14. APPROVE THE JANUARY 27, 2018 MEETING MINUTES

Recommendation:

Approve Minutes.

15. APPROVE THE FEBRUARY 7, 2018 MEETING MINUTES

Recommendation:

Approve Minutes.

OTHER BUSINESS

16. CONTINUED INTERVIEWS TO FILL THREE (3) VACANCIES ON THE LIBRARY, CULTURE, AND ARTS COMMISSION AND FOUR (4) VACANCIES ON THE PARKS AND RECREATION COMMISSION

Recommendation:

1. Discuss the characteristics/traits that a successful applicant(s) would possess;
2. Conduct Interview;
3. Identify top applicant(s) and provide recommendation to the Mayor; and
4. Discuss and/or appoint applicant(s).

Estimated Time: 20 Minutes

PUBLIC HEARING

17. ZA2017-0010, DA2017-0006: MONTEREY-UHC- AMENDMENT TO EXISTING PLANNED DEVELOPMENT AND CONSIDERATION OF A DEVELOPMENT AGREEMENT FOR PROPERTY IDENTIFIED BY ASSESSOR PARCEL NUMBERS 817-36-032 AND 817-36-033 LOCATED AT 16800-16840 MONTEREY ROAD.

Recommendation:

1. Open/close public hearing on Zoning Amendment and Development Agreement Request;
2. Waive first and second reading of Zoning Amendment Ordinance;
3. Introduce Zoning Amendment Ordinance;
4. Waive first and second reading of Development Agreement Ordinance; and,
5. Introduce Development Agreement Ordinance.

Estimated Time: 10 Minutes

18. RESOLUTION OF INTENT TO HOLD SPECIAL BALLOT PROCEEDING FOR SANDALWOOD SUBAREA OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1

Recommendation:

Open/Close public hearing and adopt resolution of intent.

Estimated Time: 10 Minutes

OTHER BUSINESS

19. DECEMBER 2017 FINANCIAL AND INVESTMENT REPORT

Recommendation:

Accept and file report.

Estimated Time: 5 Minutes

20. MODIFICATION TO THE DEVELOPMENT IMPACT FEE FREEZE PROGRAM

Recommendation:

Adopt resolution amending Resolution 17-052 freezing development impact fees to Fiscal Year 16/17 schedule through Fiscal Year FY 19/20 to stimulate construction of certain qualified Economic Development job and/or revenue creating developments.

Estimated Time: 15 Minutes

21. A FIRE FALSE ALARM ORDINANCE TO ESTABLISH FIRE ALARM REGULATIONS IN A NEW CHAPTER 8.49 AND AN ORDINANCE TO REVISE THE BURGLARY AND ROBBERY ALARM REGULATIONS IN CHAPTER 8.48, AND ESTABLISH A RECONNECTION FEE FOR DISCONNECTED FIRE ALARM SYSTEMS

Recommendation:

1. Open/close public hearing on the Fire Alarm Regulations Ordinance and the Burglary and Robbery Alarm Regulations Ordinance;
2. Waive the first and second reading of the Fire Alarm Regulations Ordinance;
3. Introduce the Fire Alarm Regulations Ordinance;
4. Waive the first and second reading of the Burglary and Robbery Alarm Regulations Ordinance;
5. Introduce the Burglary and Robbery Alarm Regulations Ordinance; and
6. Adopt a resolution establishing a fire reconnection fee.

Estimated Time: 15 Minutes

22. 2018 SANITARY SEWER MANAGEMENT PLAN

Recommendation:

Adopt resolution approving the 2018 Sanitary Sewer Management Plan (SSMP).

Estimated Time: 10 Minutes

23. DOWNTOWN SPECIAL EVENTS AND STREET CLOSURES

Recommendation:

Approve the proposed revised Downtown Special Events Street Closure Policy.

Estimated Time: 30 Minutes

CLOSED SESSION

OPPORTUNITY FOR PUBLIC COMMENT

ADJOURN TO CLOSED SESSION

Pursuant to: Government Code Section 54956.8

Property: 81716009, 1625 Fisher Ave.

Negotiating Parties: Chris Ghione, City of Morgan Hill; Estate of Patricia M. Giordano, Trustee

Under Negotiation: Price and Terms of Payment

RECONVENE

CLOSED SESSION ANNOUNCEMENT

FUTURE COUNCIL INITIATED AGENDA ITEMS

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

ADJOURNMENT

NOTICE

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

PUBLIC COMMENT

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

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

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

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

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

For a copy of City Council Policies and Procedures CP 97-01, please contact the City Clerk's office (408) 779-7259, (408) 779-3117 (fax) or by email 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 safe, inclusive, socially responsible, environmentally conscious, and economically sound community.

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 ·
Enhancing Diversity and Inclusiveness

2018 STRATEGIC PRIORITIES

Community Engagement and Messaging

Economic Development and Telecommunications

Financial Stewardship

Infrastructure

Regional Initiatives

2018 STRATEGIC PRIORITIES:



Community Engagement and Messaging

The City of Morgan Hill will tell our story through outreach and by working closely with our community in presenting our vision, priorities, and financial needs, and by engaging citizens and business owners to find affordable and sustainable solutions. The City's communications, services, public spaces, and projects will embrace all community members as partners, encouraging public participation.



Economic Development and Telecommunications

The Economic Blueprint will continue to be implemented, with a primary goal of attracting jobs and investment into our community. 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 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 with private sector partnerships. The plan will be used to signal Morgan Hill's support for business expansion.



Financial Stewardship

We will be financial stewards of the City's assets to ensure long-term fiscal sustainability. New revenue sources, including a possible tax measure, will be considered to fund increasing costs to deliver services and complete infrastructure projects. The City will closely manage its expenditures to maintain its general fund reserve. The labor contracts will be negotiated using the City's adopted Employee Compensation Guiding Principles.



Infrastructure

The City will review its streets, parks, and public facilities infrastructure needs 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 transportation projects and road maintenance. For High Speed Rail, we will strongly advocate for the route with the least impact on Morgan Hill.



Regional Initiatives

City Council and staff will focus on influencing regional decisions that benefit Morgan Hill. A regional approach will be employed to address many priorities, including but not limited to, homelessness, animal services, teen suicide, High Speed Rail, and land use (Catholic High School, Outdoor Sports Center, agricultural preservation, and city limits). This regional involvement will include partnering with the League of California Cities, Valley Transportation Authority, Caltrain, 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.



CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

PREPARED BY: Tiffany Brown, Associate Planner
APPROVED BY: City Manager

STATION AREA MASTER PLAN PRIORITIZATION OF IMPROVEMENTS

RECOMMENDATION(S)

Accept Station Area Master Plan.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Supporting Our Youth
Seniors
and Entire Community
Preserving and Cultivating Public Trust

2018 Strategic Priorities

Financial Stewardship

POLICY CONSIDERATIONS:

Does the Station Area Master Plan (SAMP) provide substantial guidance for future multi-modal transportation enhancements, planning, implementation, and funding opportunities?

Is the SAMP consistent with the other City of Morgan Hill master planning documents and the vision of the Downtown Specific Plan and the planned Development Area (PDA)?

REPORT NARRATIVE:

The City Council reviewed the SAMP Prioritized Improvements Table at the January 17, 2018 meeting and provided comments and direction to the team. Based on those comments, the Prioritized Improvements Table has been updated. The updates to the Table are captured in the chart below. Refer to Attachment A for the complete Prioritized Improvements Table.

Table 3-1: Prioritized Improvements				
Improvement	Tier 1	Tier 2	Tier 3	Comments
<i>Pedestrian Improvements</i>				

Table 3-1: Prioritized Improvements

Improvement	Tier 1	Tier 2	Tier 3	Comments
Install safety enhanced railroad crossing improvements consistent with Quiet Zone Goals <u>for all railroad crossings and/or intersections within and outside of the PDA</u>		X		Quiet Zone pedestrian crossing enhancements should be revisited once the CHSR Authority chooses a preferred alignment.
Transit Improvements				
Work with Caltrain and VTA on safety enhancements <u>consistent with Quiet Zone Goals at all railroad crossings and/or intersections, while maintaining</u> pedestrian track crossing with double tracking project		X		Dependent on timing of preferred alignment chosen by CHRS Authority and the double tracking project
Parking Improvements				
Reinstate parking in-lieu fees <u>for commercial uses with new development in Downtown, once the downtown parking occupancy reaches 85 percent</u>	X	X		To provide funding for parking improvements
Reserve options for future parking locations in the north Downtown area and conduct study	X	X		See Figure 3-7

COMMUNITY ENGAGEMENT: Involve

On June 30, 2016, the City hosted a Downtown Visioning Summit where the scope and goals of the SAMP was presented.

On August 31, 2017, the City held a meeting at the Community and Cultural Center where staff provided an update to the community on the Draft SAMP.

On September 26, 2017, the Planning Commission held a study session for the SAMP and provided comments.

On November 1, 2017, the City Council held a workshop to discuss the SAMP and continued the item to further review the recommended improvements in the Prioritized Improvements Table.

On January 17, 2018, the City Council reviewed the Prioritized Improvements Table, and provided comments.

ALTERNATIVE ACTIONS:

Not accept the Station Area Master Plan, as modified.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Planning Commission held a study session on September 26, 2017 and provided comments.

The City Council held a workshop on November 1, 2017 and continued the discussion to its January 17, 2018 meeting. Comments were provided on the Prioritized Improvements Table. It was requested that the table be revised to reflect the City Council's recommended goals.

CEQA (California Environmental Quality Act): Categorical Exemption

Pursuant to Section 15306 (Information Collection) of the California Environmental Quality Act, the SAMP gathers information and is part of a study leading to future projects that will require individual analysis. Consideration of the SAMP is not a commitment to a project.

LINKS/ATTACHMENTS:

1. Prioritized Improvements

Prioritized Improvements

The Transportation Context Chapter contains improvement tools for each travel mode with a variety of improvements that the City could implement to enhance Station Area access and circulation. A preliminary set of improvements was selected based on the existing transportation system gaps. The improvements were prioritized into tiers, with Tier 1 including improvements to be implemented immediately or in the near term (1 to 2 years), Tier 2 including improvements to be implemented in the mid-term (2 to 5 years), and Tier 3 including long-term improvements (implemented in 5+ years). The results are presented in Table 3-1.

Table 3-1: Prioritized Improvements				
Improvement	Tier 1	Tier 2	Tier 3	Comments
<i>Pedestrian Improvements</i>				
Close sidewalk gap on Depot Street		X		Timing dependent on development of adjacent lot
Conduct before and after studies of in-pavement flashers on Monterey Road at Third Street	X			Data needed to select appropriate treatments at other locations such as Monterey Road/First Street and Monterey Road/Fifth Street
Establish an uncontrolled pedestrian crossing policy	X			
Install safety enhanced railroad crossing improvements consistent with Quiet Zone Goals for all railroad crossings and/or intersections within and outside of the PDA		X		Quiet Zone pedestrian crossing enhancements should be revisited once the CHSR Authority chooses a preferred alignment.
Conduct a study to identify appropriate pedestrian crossing treatments on Main Avenue at Depot Street/McLaughlin Avenue	X			To be conducted as part of the Depot Street study. Pedestrian counts and other data would be needed
<i>Bicycle Improvements</i>				

Table 3-1: Prioritized Improvements

Improvement	Tier 1	Tier 2	Tier 3	Comments
Install bicycle improvements at Monterey Road and Main Avenue	X			See Figure 3-4
Install bicycle improvements at Monterey Road and Dunne Avenue	X			See Figure 3-5
Evaluate on-street parking on Depot Street – consider redesign of Depot Street with the intent to create a complete street to the Transit Center and Downtown		X		To be considered as part of the Depot Street study.
Close bicycle lane gap on Depot Street		X		Timing dependent on development of adjacent lot
Add second stripe to bicycle lanes on Dunne Avenue, Main Avenue, Depot Street, and Monterey Road		X		This will reduce incidence of parked vehicles encroaching into bicycle lanes
Add green paint to transition zones with new bicycle lane installations		X		This will better alert drivers of bicyclists and delineate their travel paths
Install buffered bicycle lanes on Monterey Road between Main Avenue and Dunne Avenue			X	Dependent on completion of Hale Avenue extension
Transit Improvements				
Work with Caltrain to adjust schedules	X			
Work with Caltrain and VTA on safety enhancements consistent with Quiet Zone Goals at all railroad crossings and/or intersections, while maintaining pedestrian track crossing with double tracking project		X		Dependent on timing of preferred alignment chosen by CHRS Authority and the double tracking project
Create public outreach program to increase Caltrain riders	X			
Work with TAMC to extend station platform to 700 feet total to accommodate future rail service	X			City currently working with TAMC
Explore a community shuttle bus program or increased TNC service	X			

Table 3-1: Prioritized Improvements

Improvement	Tier 1	Tier 2	Tier 3	Comments
Install pedestrian shade and rain structures at remaining bus stop locations		X		Work with VTA on installation of shade and rain structures for the remaining bus stops.
Roadway Improvements				
Conduct Depot Street Study	X			The study would address future role of Depot Street, considering future parking facilities, and pedestrian crossings at Main Avenue and Dunne Avenue
Study realignment of Depot Street with Church Street		X		To be conducted in conjunction with redevelopment of Hale Lumberyard site and Depot Street study. See Figure 3-6.
Parking Improvements				
Enforce two-hour parking limits	X			To free up prime spaces for customers
Extend time limits in parking garage	X			To allow long-term parking
Implement parking marketing and wayfinding program	X			To increase utilization of parking garage
Work with businesses on a valet parking program		X		To alleviate localized parking shortages
Reinstate parking in-lieu fees for commercial uses with new development in Downtown, once the downtown parking occupancy reaches 85 percent	X			To provide funding for parking improvements
Retain public park and ride lot for the Transit Center and explore additional parking operations/designs for future transit ridership and service increases	X			
Reserve options for future parking locations in the north Downtown area and conduct study	X			See Figure 3-7



CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

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

APPROVE CITY SPONSORSHIP OF THE AMERICAN ASSOCIATION OF UNIVERSITY WOMEN'S "FUTURE WOMEN LEADERS CONFERENCE" 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 Branch of the American Association of University Women's Future Women Leaders Conference on April 14, 2018.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Supporting Our Youth
Seniors
and Entire Community

REPORT NARRATIVE:

The American Association of University Women (AAUW) is a leading voice in promoting equity and education for women and girls. It is a national, state, and local organization with over 170,000 members nationwide, 1,000 local branches, and 800 college/university institution partners. Founded in 1881, AAUW is open to all graduates who hold an associate or higher degree from a regionally accredited college or university. AAUW's mission is to advance equity for women and girls through advocacy, education, philanthropy, and research.

AAUW's local Morgan Hill Branch was chartered in 1981 and has over 160 members. On April 14, 2018, the local branch will be coordinating the "Future Women Leaders Conference" at the Community and Cultural Center. The conference will consist of five hours of presentations, workshops, and interactive activities focused on promoting community leadership skills for the local high school and junior college aged population.

The conference will be open and free of charge to all high school and junior college students. The organizational team is made up of students and leaders from AAUW, Morgan Hill Youth Action Council (YAC), Women Advocacy Club at Sobrato High School, Girl Up from Oakwood School, and MissCeo at Gilroy Early Education Academy. There will also be representatives from Live Oak and Central High School.

Admission for the conference is free of charge, but there are expenses including rental fees for the use of the Diana Murphy and El Toro rooms at the Community and Cultural

Center. AAUW is requesting a waiver of the rental fees to assist and support the success of the conference. The rental time is 9am-2:30pm on Saturday, April 14, 2018. This still leaves the El Toro and Diana Murphy rooms open for potential renters in the evening hours. If the sponsorship is approved, the City of Morgan Hill would be recognized as a sponsor in all materials, marketing, and advertising for the event.

COMMUNITY ENGAGEMENT: Collaborate

This request is an opportunity to collaborate with a local non-profit branch that is committed to be a leading voice promoting equity and education for women and girls in the Morgan Hill area. The event itself is an activity that supports and promotes community and local partner involvement.

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:

None.

FISCAL AND RESOURCE IMPACT:

The fiscal impact is the loss of potential revenue for that day. The value of this sponsorship is \$945.

CEQA (California Environmental Quality Act):

Categorical Exemption

Hosting events at the Community and Cultural Center is part of the planned management of city facilities and falls within the CEQA categorical exemption of Class 1, Existing Facilities.

LINKS/ATTACHMENTS:

1. Future Women Leaders Conference Fee Waiver Request Letter



AAUW Morgan Hill PO Box 1528, Morgan Hill, CA 95038
www.aauwmh.org

December 20, 2017

Subject: Request for fee waiver for use of Morgan Hill's Culture Community Center

Dear Chiquy,

As coordinator of the "Future Women Leaders Conference" I am requesting that fees for use of the Diana Murphy, El Toro and Mira Monte rooms at the Community Cultural Center on April 14th 2018, be waived. This will be five-hour hours of presentations, workshops and interactive activities focused on promoting community leadership skills in our high school and junior college aged population. It will be open, free of charge, to all high school and junior college students. Although there will not be a charge to attendees, there will be expenses if we are to give the attendees the best possible experience, therefore, getting a waiver on the CCC will be critical.

Our organizing team is made up of students and leaders from AAUW, YAC, WAC (Women Advocacy Club at Sobrato), Girl Up (from Oakwood) and MissCEO (GECA). We will also have representation from Live Oak and Central high schools.

The roles of the students will include the general organization of the program including facilities, speakers, workshops, publicity, food and other issues that may come up. Waiving the fees for CCC will enable us to complete our mission without burdening these students with the additional task of fundraising.

We are looking forward to working with you in providing a quality event that will enhance, motivate and educate the future leaders of Morgan Hill and beyond.

Sincerely,

Margaret McCann

AAUW-Morgan Hill

Attachment: Future Women Leaders Conference Fee Waiver Request Letter (1616 : Fee waiver for Women's Conference)



CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

PREPARED BY: Leslie Little, Assistant City Manager for Community Development
APPROVED BY: City Manager

RENT CONTROL ANALYSIS

RECOMMENDATION(S)

Receive report.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Supporting Our Youth
Seniors
and Entire Community

2018 Strategic Priorities

Economic Development and
Telecommunications

POLICY CONSIDERATIONS:

1. Should the City of Morgan Hill consider adopting a rent control ordinance?
2. Should the City of Morgan Hill explore creating a rent control function, and explore the costs to operate a registry, compliance activity, and access to appropriate and necessary tenant legal services.

REPORT NARRATIVE:

On January 23, 2018, the City Council received the attached report regarding the rental landscape in Morgan Hill and rent control regulation options in California.

COMMUNITY ENGAGEMENT: Inform

This informational memo has been prepared in response to a query from City Council.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The informational memo attached was prepared and forwarded to the City Council January 23, 2018.

FISCAL AND RESOURCE IMPACT:

The resources used to prepare this information included research of 3.5 hours, report preparation conducted by the Assistant City Manager for Development Services, and review by the City Attorney, Assistant City Manager for Administrative Services, and the City Manager's Offices.

CEQA (California Environmental Quality Act):

This memo is for information only. It is not a project defined by CEQA.

LINKS/ATTACHMENTS:

1. Rent Control Memo



Memorandum

Date: January 22, 2018

To: Mayor and City Council; Christina Turner, City Manager

From: Leslie A. Little, Asst. City Manager/Development Services

Subject: Rent Control

On November 15, 2017, Councilmember Spring requested information and follow up on the issue of the need for rent control in Morgan Hill. Forwarded is information regarding the rental landscape in Morgan Hill. Morgan Hill has very few units that are not already subject to some form of affordability covenant, and as such, would not significantly benefit from the cost associated with development and administration of a rent control program. New projects being readied for development are exempt from rent control regulation by the State of California.

Background

State Law prohibits the local rental restriction of 1) all single-family dwelling units, whether owner-occupied or not and 2) rental units constructed after 1995. This latter restriction was confirmed only two weeks ago when a legislative proposal to remove the 1995 construction date was introduced in Sacramento to allow cities to regulate all rental units. The measure failed in committee. Subsequently, a petition drive has been initiated to attempt to qualify a measure for the ballot which would include all rental units, including single family homes being rented by individual owners.

Today, most local rent control ordinances govern communities with a considerable number of units constructed prior to 1995, or constructed without public assistance requiring rental restrictions by contract or covenant. A “rental unit” is generally defined as a dwelling unit offered or available for rent in the city, together with the land and buildings appurtenant buildings thereto, and all housing services, privileges, and facilities supplied in connection with the use or occupancy thereof, which unit is located in a multiple dwelling or guesthouse.”

Those local communities that have rent control ordinances, such as San Jose, Berkeley, East Palo Alto, Los Gatos, San Francisco, Hayward and Oakland establish provisions effecting all rental properties that were built and occupied before a certain date (but in no case after February 1, 1995), and generally contain three or more units unless otherwise exempt, as provided in the example from San Jose outlined below.

Attachment: Rent Control Memo (1617 : Rent Control)

Units Exempt from the San Jose Apartment Rent Ordinance include:

1. Rental properties built or occupied after September 7, 1979 (State Law – 1995)
2. Single family homes
3. Duplexes
4. Condominiums and townhouses
5. Rooms in hotels or guesthouses that are rented to transient guests for less than 30 days
6. Rental units owned or operated by any government agency or whose rent is subsidized by any government agency (e.g., Section 8, VA vouchers)
7. Rooms in a hospital, extended care facility, emergency residential shelter, asylum, nonprofit home for the aged, fraternity house, sorority house, or in dormitories owned and operated by a school
8. County property located within the City's boundaries

Some communities have programs that fall short of rent control, but still attempt to ease the rent increase burden. For example, Campbell, Fremont and San Leandro operate mediation programs, which are administered by staff and in some cases a Rent Mediation Board which can hear a complaint. These mediation programs are voluntary and non-binding. Several other cities have adopted “just cause” eviction protection laws, but generally in conjunction with rent control ordinances. Morgan Hill utilizes the services of Project Sentinel to investigate unfair eviction claims and any complaint regarding rental housing discrimination. Project Sentinel is paid through the services component of the Santa Clara County federal small cities Community Development Block Grant program, which is collectively prioritized by non-entitlement (> 50,000 population) cities each year.

Mobile Home units are subject to Morgan Hill's mobile home rent stabilization ordinance 5.36.240 which holds space rent increases to 75% of annual CPI. There is a mediation process established in the municipal code to ensure compliance. Several of the City's Mobile Home parks are also subject to additional affordable housing restrictions and covenants established by their use of federal affordable housing tax credit financing for infrastructure rehabilitation.

To gauge the impact of a rent control program in Morgan Hill, it is important to understand the units which may be effected, as well as the cost to identify units by definition and administer and monitor a program. Morgan Hill has very few units which may be impacted by rent control, should the City choose to restrict those units.

Morgan Hill has 14,415 housing units according to the May 2017 Department of Finance (DOF) Annual Demographic Report. The breakdown of units includes:

Single Family	
a. Attached	2,389*
b. Detached	8,741*
2 to 4 units	816 (can include rental or ownership)
5+ units	1,241 (1,166 rent restricted) **
Mobile Homes	1,228 (protected by Section 5.36.240 MHMC)
Total	14,415

*516 restricted single attached/detached combined

** shared attic spaces, plumbing and heating – could include some condos; rent restricted via regulatory agreements as part of affordable housing supply production (both RDA and other State/Federal funding)

A total of 1,682 Morgan Hill units are protected by deed restriction. This is 12% or 1:8 of the City's total housing inventory (1,166 rental/516 ownership). In addition, 1,228 mobile home units are protected by the City's Mobile Home Stabilization Ordinance – (8.5% of total inventory). Combined, 2,910 of the City's 14,415, or 20% (1:5) dwelling units are protected.

The at-risk units easily identified are the 75 rental units which are not rent restricted. At this time, it is unclear how many of these units are younger than 23 years, constructed and occupied after February 1, 1995, and therefore precluded from regulation by the State. In addition, without considerable effort, there is no way to identify the same of the 816 reported non-single-family projects of 2 - 4 units (duplex, tri-plex, four-plex) or how many of these are rental or ownership. As reported, these units include rental and ownership units. For example, an owner may live in one unit and rent the other(s).

Conclusion

Based upon past production and existing housing make-up, it does not appear that Morgan Hill would benefit widely from a rent control ordinance, and the cost associated with the implementation, administration and monitoring of a rent control program. Should the Council wish to pursue rent control, staff would require time to complete a building review to determine age and ownership of non-restricted eligible units, and estimate the time and cost associated with operating the program, including registration, monitoring, education, staffing and enforcement.



CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

PREPARED BY: Carlos Guerrero, Sergeant
APPROVED BY: City Manager

ANIMAL SHELTER ADDITIONAL FUNDING

RECOMMENDATION(S)

Adopt resolution approving an amendment to the City's Fiscal Year 2017-18 budget in the General Fund to appropriate \$15,000 for animal services at the San Martin Animal Shelter.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment
Supporting Our Youth
Seniors
and Entire Community

POLICY CONSIDERATION:

Should the City provide additional funding for cat services provided by the San Martin Animal Shelter?

REPORT NARRATIVE:

The City Council has been engaged in an ongoing policy discussion about the level of services the City provides, beyond the State requirements, for animal services. City Council has directed staff to allocate \$11,000 in FY 17-18 to shelter feral cats at the San Martin Animal Shelter. These services include the use of the shelter for animal disposition or holding, impound processing, sheltering, on-site medical treatment (stabilization), and if necessary, euthanasia. The funding is paid to the San Martin Animal Shelter at \$110 per cat.

The purpose of this report is to request an additional \$15,000 for the sheltering of cats by the San Martin Animal Shelter, which includes the intake of domestic, stray and unowned cats. This is a follow-up to a request made during public comment on February 7, 2018 (see attached letter).

The following chart is a breakdown of actual costs for services rendered by San Martin Animal Shelter totaling \$12,870 for the past six months. It is anticipated that an additional \$15,000 is needed to maintain the current level of service.

MONTH	CATS	COST	DOGS	COST	TOTAL
-------	------	------	------	------	-------

JULY	14	1,540	5	550	2,090
AUGUST	12	1,320	1	110	1,430
SEPTEMBER	26	2,860	3	330	3,190
OCTOBER	24	2,640	2	220	2,860
NOVEMBER	15	1,650	1	110	1,760
DECEMBER	14	1,540	0	0	1,540
TOTALS	105	\$11,550	12	\$1,320	\$12,870
PROJECTED	204	\$22,440	24	\$2,640	\$25,080

The projected number of animals to be served exceeds the projections presented at the December 6, 2017 Council meeting due to delays and errors in billing from the County. The Police Department will submit a decision package during budget review for ongoing animal services.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform and update the community on ongoing animal services.

ALTERNATIVE ACTIONS:

1. Council may choose to maintain the current level of funding.
2. Council may increase the annual contribution per year for animal services.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On November 18, 2015, Council heard a request during public comment asking the City to participate in Santa Clara County's Spay and Neuter Program.

On December 16, 2015, Council provided staff direction to participate in the program by contributing \$5,000 a year.

On May 4, 2016, Council appropriated \$11,000 in FY 16-17 for the housing of stray or abandoned cats at the San Martin Animal Shelter.

On August 23, 2017, Council appropriated \$11,000 in FY 17-18 for the housing of stray or abandoned cats at the San Martin Animal Shelter.

During the mid-cycle budget review Council appropriated \$100,000 to hire an Animal Services Officer.

On December 6, 2017, Council directed staff to explore a regional approach to animal services.

FISCAL AND RESOURCE IMPACT:

Staff is requesting an additional appropriation of \$15,000 for cat sheltering provided by the San Martin Animal Shelter. The attached resolution and budget scorecard appropriate the additional funds needed to maintain the City's existing level of service for cat sheltering for the remainder of the fiscal year. Administering animal services is an activity included in the work program of the Police Department.

CEQA (California Environmental Quality Act):

Not a Project. Organizational or other administrative activities of governments that will not result in direct or indirect physical changes to the environment.

LINKS/ATTACHMENTS:

1. Resolution Animal Shelter Additional Funding
2. Budget Scorecard-Additional Funding for Animal Services
3. Public Comment Handout

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AN AMENDMENT TO THE CITY'S FISCAL YEAR 2017-2018 BUDGET IN THE GENERAL FUND (FUND NO. 010) TO APPROPRIATE \$15,000 THEREFOR

WHEREAS, the subject of, this Resolution is set forth in detail in that certain City Council Staff Report entitled "Animal Shelter Additional Funding" submitted for City Council consideration at its meeting of February 21st, 2018, 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, recommended amendments are needed and proposed to the City's previously adopted Budget for Fiscal Year 2017-2018, as set forth on Exhibit A to this Resolution, to appropriate the requisite funds to implement the actions authorized by this Resolution; and

WHEREAS, the activities allowed under this Resolution do not constitute a project under the provisions of California Environmental Quality Act of 1970; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such date the City Council conducted a duly noticed public meeting at which the City Council provided members of the public an opportunity to comment and be heard and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

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

Section 1. Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct as follows:

- a. That the City's previously adopted Fiscal Year 2017-2018 Budget, as the same has been amended to date, is hereby further amended in accordance with and as reflected on Exhibit A attached hereto and incorporated herein by this reference; and

- b. That the City Clerk is hereby authorized and directed to forward a copy of this Resolution to the City's Finance Director, who is hereby authorized and directed to take all actions necessary to implement the terms of this Resolution pertaining to the Fiscal Year 2017-2018 Budget of the City.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Morgan Hill at its meeting held on this 21st day of February 2018 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNCIL MEMBERS:
COUNCIL MEMBERS:
COUNCIL MEMBERS:
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.XXXX , adopted by the City Council at the meeting held on February 21, 2018.

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

DATE: _____

Irma Torrez, CITY CLERK

Attachment: Resolution Animal Shelter Additional Funding (1625 : Animal Shelter Additional Funding)

AGENDA BUDGET SCORECARD

FISCAL YEAR 2017-18

ADJUSTMENT #

026

FUND:

DEPARTMENT:

OBJECT:

010	General Fund
3210	Police-Patrol
42231	CONTRACT SERVICES

AGENDA DATE:

AGENDA ITEM TITLE:

02/21/18
Animal Services Additional Funding

	07/01/17			06/30/18 PROJECTED
	BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	ENDING FUND BALANCE
ORIGINAL BUDGET	16,830,617	37,137,688	39,033,006	14,935,299
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	73,495	1,423,995	(1,350,500)
RECOMMENDED ACTION	-	-	15,000	(15,000)
RESULT OF RECOMMENDED ACTION	<u>16,830,617</u>	<u>37,211,183</u>	<u>40,472,001</u>	<u>13,569,799</u>

Attachment: Budget Scorecard-Additional Funding for Animal Services (1625 : Animal Shelter Additional Funding)

ANIMAL SERVICES (repeating from previous City Council meeting)

FYI - Lisa Jenkins, Interim Program Manager over the Animal Shelter, was at the New Shelter Meeting last week, and updated me on billing and payments from Morgan Hill to Santa Clara County for animal services.

\$4,620	Billed by the County and already paid by Morgan Hill
+ 3,190	Currently being billed by the County
\$7,810	Total paid/billed

At this rate, it looks like we're on-track to expend the initial \$11K by the end of December, just like last year, i.e., services cost \$7,810 for roughly 4 months, so 6 months will likely cost \$11,715.

I request that increasing funding for animal services be placed on an upcoming City Council agenda so there is no lapse in services. Further I request that the City Council review and favorably vote to accept the County's offer of a flat \$30K annually to provide services for an unlimited number of animals. To reiterate the calculation:

\$11,000	First cat allocation for first half FY18
4,000	Allocation for dogs for FY18
+ 11,000	Proposed second cat allocation for second half of FY18, but likely need more since this period contains peak baby (kitten/puppy) season
\$26,000	
\$30,000	County's offer for unlimited animal services
\$4,000	Delta, but this will likely be used for peak kitten/puppy season demands, especially as more people move to Morgan Hill

CONTRACT ANIMAL EMERGENCY FACILITY

Morgan Hill contracts with United Veterinary Specialty and Emergency Hospital, the 24-hour emergency veterinary clinic located at 5406 Thornwood Drive, San Jose (near Oak Ridge Mall), (408) 578-5622. I request changing from there to Silicon Valley Veterinary Specialists, 7160 Santa Teresa Boulevard (near the intersection with Bernal Road), (408) 457-8866.

MORGAN HILL CITY COUNCIL MEETING

7 Feb 18

REQUEST FOR ADDITIONAL ANIMAL SERVICES FUNDING

My name is Ava Geddes. I am a Morgan Hill City Resident, and am active in animal welfare in South County. Thank you to MHPD Chief David Swing for pursuing changing the emergency animal services provider to Silicon Valley Veterinary Specialists, and to our City Council for reviewing and considering additional animal services funding.

Santa Clara County offered a proposal to Morgan Hill for unlimited animal services for \$30K/year. Please note this is separate from the \$5K/year for the County's low-cost spay/neuter program.

At a previous meeting, the Council agreed to revisit the funding situation if the initial \$15K already paid in FY18 was depleted. I believe this amount has already, or very soon will be, expended, so I request this additional funding proposal be placed on the next City Council Meeting Agenda for 21 Feb 18, in hopes you will vote in favor of the additional \$15K to benefit both the animals and residents of Morgan Hill.

Adding this second \$15K will provide Morgan Hill with unlimited and uninterrupted animal services from the County Shelter, and a local place with guaranteed acceptance to take found pets, stray, and other unowned animals; surrender animals; take injured and deceased animals; and a local facility during disasters such as last year's fires and floods.

Thank you.

(Additional details on the back - Over)

Attachment: Public Comment Handout (1625 : Animal Shelter Additional Funding)



CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

PREPARED BY: Michelle Katsuyoshi, Human Resources Director
APPROVED BY: City Manager

RECOMMENDING LINCOLN FINANCIAL TO PROVIDE GROUP LIFE INSURANCE, DISABILITY, AND ACCIDENTAL DEATH & DISMEMBERMENT COVERAGE

RECOMMENDATION(S)

1. Accept report recommending Lincoln Financial to provide group insurance, disability, and accidental death and dismemberment coverage; and
2. Authorize City Manager to approve a Lincoln Financial group application with an effective date of April 1, 2018.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility
Preserving and Cultivating Public Trust

REPORT NARRATIVE:

The City currently contracts with The Hartford to provide group life insurance, disability, and accidental death & dismemberment (AD&D) coverage for eligible employees. In August 2017, the City's insurance broker, ABD Insurance & Financial Services (ABD), solicited proposals from providers with a proven history of providing the same benefits and coverage. Human Resources (HR) staff requested ABD to solicit proposals for service as HR had received feedback from our City teammates that the level of customer service, responsiveness, and attention to detail from The Hartford was not meeting expectations.

Proposals were received from two providers for life insurance, disability, and accidental death & dismemberment and ABD presented the responses to the City team. Both providers, The Hartford and Lincoln Financial have experience with public sector clients and provided quotes based on the City's demographics (i.e. age, gender) and the City's short-term and long-term disability experience. Both providers offered the City the same total annual premium, which is approximately a 19% decrease from The Hartford's 2017 rates and offered a 3-year rate guarantee for life insurance, AD&D, and long-term disability, and a 2-year rate guarantee for short-term disability. The Hartford has an "A.M. Best" financial rating of A (excellent) and Lincoln Financial has an A+ (superior) rating. There are many variables that are taken into consideration when determining a financial rating, including financial strength, stability, and ability to pay claims. Based on interviews with both providers, the "A.M. Best" rating, and concerns staff has with the

level of customer service with The Hartford, staff recommends transitioning to Lincoln Financial.

Life insurance plans are based on coverage amounts in MOU's, while disability plans are salary-based coverages, and the premium is a function of the salary volume. The amount paid to the provider will vary on a monthly basis, depending on the total number of benefit eligible employees and their salaries. When annual premiums are calculated, it is based on a snapshot in time method using the headcount and salary at the time the quotes are released and assumed that those numbers remain static for the year. Because headcounts and salaries will fluctuate throughout the year, the actual annual costs for disability could be higher or lower than anticipated.

If Council approves the report on the selection of Lincoln Financial to provide group life insurance, disability, and AD&D coverage, staff will move forward by completing a group application with an effective date of April 1, 2018.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the recommendation of proceeding with Lincoln Financial to provide group life insurance, disability, and AD&D coverage for eligible employees.

ALTERNATIVE ACTIONS:

The Council could choose not to approve Lincoln Financial to provide group life insurance, disability, and AD&D coverage, and direct staff to continue benefits with our current provider, The Hartford.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

In August 2014, the City Council accepted the report recommending The Hartford to provide group life insurance, disability, and AD&D coverage, with an effective date of September 1, 2014.

FISCAL AND RESOURCE IMPACT:

The approximate total annual premium of \$115,000 is based on a monthly covered payroll and these funds have been included in the FY 17/18 Budget and will be included in the FY 18/19 and FY 19/20 recommended general services fund budget.

CEQA (California Environmental Quality Act):

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



CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

PREPARED BY: Hilary Holeman, Administrative Analyst
APPROVED BY: City Manager

CITY SUPPORT OF REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT OF 2018

RECOMMENDATION(S)

Adopt resolution supporting the Reducing Crime and Keeping California Safe Act of 2018.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Supporting Our Youth
Seniors
and Entire Community
Preserving and Cultivating Public Trust

2018 Strategic Priorities

Regional Initiatives

REPORT NARRATIVE:

Advocating for legislation that will enhance public safety is a top priority for the City of Morgan Hill. California's sentencing reform measures (Props 47, 57, and AB 109) have reduced sentencing for many crimes that previously could have resulted in lengthy prison sentences. As more prisoners are released, Morgan Hill has seen a rise in local crime and homelessness. The reforms enacted in Proposition 47 have also limited DNA collection and redefined criminal theft. The reduced penalties for theft have led to an increase in merchandise loss, costing millions to business owners and consumers. The California Police Chiefs Association believes that because of the increase in criminal behavior, the recent reforms went too far too fast and need to be scaled back.

Under current law, rape of an unconscious person, trafficking a child for sex, shooting into an inhabited dwelling or vehicle, assault of a peace officer and other similar crimes are no longer classified as violent felonies, making criminals convicted of these crimes eligible for early release. Furthermore, sufficient post-release programming and deterrents are not in place to discourage recidivism. The release of criminals without meeting the mental health, drug rehabilitation, and reformative needs of the individuals often leads to homelessness and the continuous cycle of criminal behavior.

On February 1, 2018, the California Police Chiefs Association called attention to a statewide ballot measure, Reducing Crime and Keeping California Safe Act of 2018, sponsored by the California Public Safety Partnership Issues Committee, a coalition of criminal justice advocates (Attachment 1.) The Reducing Crime and Keeping California

Safe Act of 2018 is an attempt to correct some of the unintended problems caused by recent criminal justice reforms. The Reducing Crime and Keeping California Safe Act of 2018 will fix four related problems created by these recent laws:

1. Reclassify currently “non-violent” crimes like rape of an unconscious person, sex trafficking of a child, and 14 other serious crimes as “violent” – to prevent the early release of inmates convicted of these crimes.
2. Reform the parole system so violent felons are not released early from prison and strengthen oversight of post release community supervision.
3. Reform theft laws to restore accountability for serial thieves and organized theft rings.
4. Expand DNA collection from persons convicted of drug, theft, and domestic violence related crimes to help solve violent crimes and exonerate the innocent.

Without reform, Proposition 57 will require the early release of serious offenders without needed incentives to deter recidivism. Some of the crimes not classified as violent are disturbing and heinous acts that most people associate with violence. Crimes such as: rape of an intoxicated person, shooting into a dwelling or vehicle, assault with a deadly weapon or causing great bodily injury, felony sex crimes when the victim is drugged, abducting a minor for prostitution, and solicitation to commit murder are only a few of the crimes classified as non-violent under Proposition 57.

Proponents are currently collecting signatures to place the Reducing Crime and Keeping California Safe Act of 2018 on the November ballot. The initiative is supported by many law enforcement organizations, including the California Police Chief’s Association, Peace Officers Research Association of California, and the California District Attorneys’ Association. The League of California Cities has not yet taken a position on the initiative.

Adopting a resolution (Attachment 2) in support of the Reducing Crime and Keeping California Safe Act of 2018 reinforces the Council’s commitment to protecting our community so they do not bear the brunt of the impacts from too much reform all at once.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the public about the Reducing Crime and Keeping California Safe Act of 2018.

ALTERNATIVE ACTIONS:

Council could not support the resolution supporting the Reducing Crime and Keeping California Safe Act of 2018.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

None

FISCAL AND RESOURCE IMPACT:

No fiscal impact at this time.

CEQA (California Environmental Quality Act):

Not a Project - Proposals for legislation.

LINKS/ATTACHMENTS:

1. Reducing Crime and Keeping California Safe Act 2018 Initiative Measure
2. Resolution - Reducing Crime and Keeping California Safe Act 2018

Date: 11/14/2017

RECEIVED

NOV 28 2017

INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Initiative Coordinator
Office of the Attorney General
State of California
PO Box 994255
Sacramento, CA 94244-25550

Re: Initiative No. 17-0044 – Amendment # 1

Dear Initiative Coordinator:

Pursuant to subdivision (b) of Section 9002 of the Elections Code, enclosed please find Amendment # 1 to Initiative No. 17-0044. The amendments are reasonably germane to the theme, purpose or subject of the initiative measure as originally proposed.

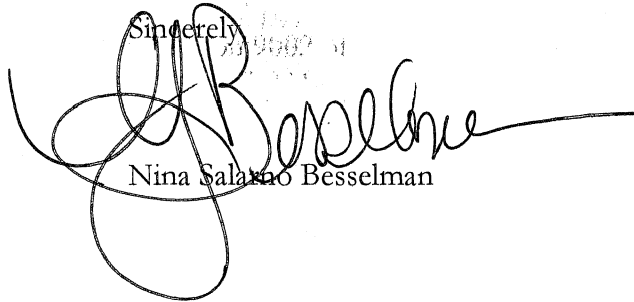
I am the proponent of the measure and request that the Attorney General prepare a circulating title and summary of the measure as provided by law, using the amended language.

For purposes of inquiries from the public and the media, please direct them as follows:

Charles H. Bell, Jr.
455 Capitol Mall, Suite 600
Sacramento, CA 95814
cbell@bmhlaw.com
(916) 442-7757

Thank you for your time and attention processing my request.

Sincerely,



Nina Salarno Besselman

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO VOTERS

SEC. 1. TITLE

This act shall be known and may be cited as the Reducing Crime and Keeping California Safe Act of 2018.

SEC. 2. PURPOSES

This measure will fix three related problems created by recent laws that have threatened the public safety of Californians and their children from violent criminals. This measure will:

- A. Reform the parole system so violent felons are not released early from prison, strengthen oversight of post release community supervision and tighten penalties for violations of terms of post release community supervision;
- B. Reform theft laws to restore accountability for serial thieves and organized theft rings; and
- C. Expand DNA collection from persons convicted of drug, theft and domestic violence related crimes to help solve violent crimes and exonerate the innocent.

SEC. 3. FINDINGS AND DECLARATIONS

A. Prevent Early Release of Violent Felons

1. Protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters and other violent criminals should not be released early from prison.
2. Since 2014, California has had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI.
3. Recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "non-violent offenders."
4. As a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge.
5. Violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision, like the gang member charged with the murder of Whittier Police Officer, Keith Boyer.
6. Californians need better protection from such violent criminals.
7. Californians need better protection from felons who repeatedly violate the terms of their post release community supervision.
8. This measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations.
9. Californians need better protection from such violent criminals. This measure reforms the law to define such crimes as "violent felonies" for purposes of early release.

10. Nothing in this act is intended to create additional “strike” offenses which would increase the state prison population.

11. Nothing in this act is intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits.

B. Restore Accountability for Serial Theft and Organized Theft Rings

1. Recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal.

2. As a result, between 2014 and 2016, California had the 2nd highest increase in theft and property crimes in the United States, while most states have seen a steady decline. According to the California Department of Justice, the value of property stolen in 2015 was \$2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years.

3. Individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced judges’ ability to order individuals convicted of repeated theft crimes into effective drug treatment programs.

4. California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those who repeatedly steal to support their drug problem to enter into existing drug treatment programs. This measure enacts such reforms.

C. Restore DNA Collection to Solve Violent Crime

1. Collecting DNA from criminals is essential to solving violent crimes. Over 450 violent crimes including murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals.

2. DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year-old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape-murder of an 83-year-old woman.

3. Recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses.

4. Permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted.

5. This measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

SEC. 4. PAROLE CONSIDERATION

Section 3003 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) Except as otherwise provided in this section, an inmate who is released on parole or postrelease supervision as provided by Title 2.05 (commencing with Section 3450) shall be returned to the county that was the last legal residence of the inmate prior to his or her incarceration. For purposes of this subdivision, “last legal residence” shall not be construed to mean the county wherein the inmate committed an offense while confined in a state prison or local jail facility or while confined for treatment in a state hospital.

(b) Notwithstanding subdivision (a), an inmate may be returned to another county if that would be in the best interests of the public. If the Board of Parole Hearings setting the conditions of

parole for inmates sentenced pursuant to subdivision (b) of Section 1168, as determined by the parole consideration panel, or the Department of Corrections and Rehabilitation setting the conditions of parole for inmates sentenced pursuant to Section 1170, decides on a return to another county, it shall place its reasons in writing in the parolee's permanent record and include these reasons in the notice to the sheriff or chief of police pursuant to Section 3058.6. In making its decision, the paroling authority shall consider, among others, the following factors, giving the greatest weight to the protection of the victim and the safety of the community:

- (1) The need to protect the life or safety of a victim, the parolee, a witness, or any other person.
- (2) Public concern that would reduce the chance that the inmate's parole would be successfully completed.

(3) The verified existence of a work offer, or an educational or vocational training program.

(4) The existence of family in another county with whom the inmate has maintained strong ties and whose support would increase the chance that the inmate's parole would be successfully completed.

(5) The lack of necessary outpatient treatment programs for parolees receiving treatment pursuant to Section 2960.

(c) The Department of Corrections and Rehabilitation, in determining an out-of-county commitment, shall give priority to the safety of the community and any witnesses and victims.

(d) In making its decision about an inmate who participated in a joint venture program pursuant to Article 1.5 (commencing with Section 2717.1) of Chapter 5, the paroling authority shall give serious consideration to releasing him or her to the county where the joint venture program employer is located if that employer states to the paroling authority that he or she intends to employ the inmate upon release.

(e)(1) The following information, if available, shall be released by the Department of Corrections and Rehabilitation to local law enforcement agencies regarding a paroled inmate or inmate placed on postrelease community supervision pursuant to Title 2.05 (commencing with Section 3450) who is released in their jurisdictions:

(A) Last, first, and middle names.

(B) Birth date.

(C) Sex, race, height, weight, and hair and eye color.

(D) Date of parole or placement on postrelease community supervision and discharge.

(E) Registration status, if the inmate is required to register as a result of a controlled substance, sex, or arson offense.

(F) California Criminal Information Number, FBI number, social security number, and driver's license number.

(G) County of commitment.

(H) A description of scars, marks, and tattoos on the inmate.

(I) Offense or offenses for which the inmate was convicted that resulted in parole or postrelease community supervision in this instance.

(J) Address, including all of the following information:

(i) Street name and number. Post office box numbers are not acceptable for purposes of this subparagraph.

(ii) City and ZIP Code.

(iii) Date that the address provided pursuant to this subparagraph was proposed to be effective.

(K) Contact officer and unit, including all of the following information:

(i) Name and telephone number of each contact officer.

(ii) Contact unit type of each contact officer such as units responsible for parole, registration, or county probation.

(L) A digitized image of the photograph and at least a single digit fingerprint of the parolee.

(M) A geographic coordinate for the inmate's residence location for use with a Geographical Information System (GIS) or comparable computer program.

(N) Copies of the record of supervision during any prior period of parole.

(2) Unless the information is unavailable, the Department of Corrections and Rehabilitation shall electronically transmit to the county agency identified in subdivision (a) of Section 3451 the inmate's tuberculosis status, specific medical, mental health, and outpatient clinic needs, and any medical concerns or disabilities for the county to consider as the offender transitions onto postrelease community supervision pursuant to Section 3450, for the purpose of identifying the medical and mental health needs of the individual. All transmissions to the county agency shall be in compliance with applicable provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law 104-191), the federal Health Information Technology for Clinical Health Act (HITECH) (Public Law 111-005), and the implementing of privacy and security regulations in Parts 160 and 164 of Title 45 of the Code of Federal Regulations. This paragraph shall not take effect until the Secretary of the United States Department of Health and Human Services, or his or her designee, determines that this provision is not preempted by HIPAA.

(3) Except for the information required by paragraph (2), the information required by this subdivision shall come from the statewide parolee database. The information obtained from each source shall be based on the same timeframe.

(4) All of the information required by this subdivision shall be provided utilizing a computer-to-computer transfer in a format usable by a desktop computer system. The transfer of this information shall be continually available to local law enforcement agencies upon request.

(5) The unauthorized release or receipt of the information described in this subdivision is a violation of Section 11143.

~~(f) Notwithstanding any other law, an inmate who is released on parole shall not be returned to a location within 35 miles of the actual residence of a victim of, or a witness to, a violent felony as defined in paragraphs (1) to (7), inclusive, and paragraph (16) of subdivision (c) of Section 667.5 or a felony in which the defendant inflicts great bodily injury on a person other than an accomplice that has been charged and proved as provided for in Section 12022.53, 12022.7, or 12022.9, if the victim or witness has requested additional distance in the placement of the inmate on parole, and if the Board of Parole Hearings or the Department of Corrections and Rehabilitation finds that there is a need to protect the life, safety, or well-being of a victim or witness.~~ the victim or witness, an inmate who is released on parole shall not be returned to a location within 35 miles of the actual residence of a victim of, or a witness to, any of the following crimes:

(1) A violent felony as defined subdivision (c) of Section 667.5 or subdivision (a) of Section 3040.1.

(2) A felony in which the defendant inflicts great bodily injury on a person, other than an accomplice, that has been charged and proved as provided for in Section 12022.53, 12022.7, or 12022.9.

(g) Notwithstanding any other law, an inmate who is released on parole for a violation of Section 288 or 288.5 whom the Department of Corrections and Rehabilitation determines poses a high risk to the public shall not be placed or reside, for the duration of his or her parole, within one-

half mile of a public or private school including any or all of kindergarten and grades 1 to 12, inclusive.

(h) Notwithstanding any other law, an inmate who is released on parole or postrelease community supervision for a stalking offense shall not be returned to a location within 35 miles of the victim's or witness' actual residence or place of employment if the victim or witness has requested additional distance in the placement of the inmate on parole or postrelease community supervision, and if the Board of Parole Hearings or the Department of Corrections and Rehabilitation, or the supervising county agency, as applicable, finds that there is a need to protect the life, safety, or well-being of the victim. If an inmate who is released on postrelease community supervision cannot be placed in his or her county of last legal residence in compliance with this subdivision, the supervising county agency may transfer the inmate to another county upon approval of the receiving county.

(i) The authority shall give consideration to the equitable distribution of parolees and the proportion of out-of-county commitments from a county compared to the number of commitments from that county when making parole decisions.

(j) An inmate may be paroled to another state pursuant to any other law. The Department of Corrections and Rehabilitation shall coordinate with local entities regarding the placement of inmates placed out of state on postrelease community supervision pursuant to Title 2.05 (commencing with Section 3450).

(k)(1) Except as provided in paragraph (2), the Department of Corrections and Rehabilitation shall be the agency primarily responsible for, and shall have control over, the program, resources, and staff implementing the Law Enforcement Automated Data System (LEADS) in conformance with subdivision (e). County agencies supervising inmates released to postrelease community supervision pursuant to Title 2.05 (commencing with Section 3450) shall provide any information requested by the department to ensure the availability of accurate information regarding inmates released from state prison. This information may include all records of supervision, the issuance of warrants, revocations, or the termination of postrelease community supervision. On or before August 1, 2011, county agencies designated to supervise inmates released to postrelease community supervision shall notify the department that the county agencies have been designated as the local entity responsible for providing that supervision.

(2) Notwithstanding paragraph (1), the Department of Justice shall be the agency primarily responsible for the proper release of information under LEADS that relates to fingerprint cards.

(l) In addition to the requirements under subdivision (k), the Department of Corrections and Rehabilitation shall submit to the Department of Justice data to be included in the supervised release file of the California Law Enforcement Telecommunications System (CLETS) so that law enforcement can be advised through CLETS of all persons on postrelease community supervision and the county agency designated to provide supervision. The data required by this subdivision shall be provided via electronic transfer.

Section 3040.1 is added to the Penal Code to read:

(a) For purposes of early release or parole consideration under the authority of Section 32 of Article I of the Constitution, Sections 12838.4 and 12838.5 of the Government Code, Sections 3000.1, 3041.5, 3041.7, 3052, 5000, 5054, 5055, 5076.2 of this Code and the rulemaking authority granted by Section 5058 of this Code, the following shall be defined as "violent felony offenses":

(1) Murder or voluntary manslaughter;

- (2) Mayhem;
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262;
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286;
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a;
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288;
- (7) Any felony punishable by death or imprisonment in the state prison for life;
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55;
- (9) Any robbery;
- (10) Arson, in violation of subdivision (a) or (b) of Section 451;
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289;
- (12) Attempted murder;
- (13) A violation of Section 18745, 18750, or 18755;
- (14) Kidnapping;
- (15) Assault with the intent to commit a specified felony, in violation of Section 220;
- (16) Continuous sexual abuse of a child, in violation of Section 288.5;
- (17) Carjacking, as defined in subdivision (a) of Section 215;
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1;
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22;
- (20) Threats to victims or witnesses, as defined in subdivision (c) of Section 136.1;
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary;
- (22) Any violation of Section 12022.53;
- (23) A violation of subdivision (b) or (c) of Section 11418;
- (24) Solicitation to commit murder;
- (25) Felony assault with a firearm in violation of subsections (a)(2) and (b) of Section 245;
- (26) Felony assault with a deadly weapon in violation of paragraph (1) of subdivision (a) of Section 245;
- (27) Felony assault with a deadly weapon upon the person of a peace officer or firefighter in violation of subdivisions (c) and (d) of Section 245;
- (28) Felony assault by means of force likely to produce great bodily injury in violation of paragraph (4) of subdivision (a) of Section 245;
- (29) Assault with caustic chemicals in violation of Section 244;
- (30) False imprisonment in violation of Section 210.5;
- (31) Felony discharging a firearm in violation of Section 246;
- (32) Discharge of a firearm from a motor vehicle in violation of subsection (c) of Section 26100;
- (33) Felony domestic violence resulting in a traumatic condition in violation of Section 273.5;
- (34) Felony use of force or threats against a witness or victim of a crime in violation of Section 140;

- (35) Felony resisting a peace officer and causing death or serious injury in violation of Section 148.10;
- (36) A felony hate crime punishable pursuant to Section 422.7;
- (37) Felony elder or dependent adult abuse in violation of subdivision (b) of Section 368;
- (38) Rape in violation of paragraphs (1), (3), or (4) of subdivision (a) of Section 261;
- (39) Rape in violation of Section 262;
- (40) Sexual penetration in violation of subdivision (b), (d) or (e) of Section 289;
- (41) Sodomy in violation of subdivision (f), (g), or (i) of Section 286;
- (42) Oral copulation in violation of subdivision (f), (g), or (i) of Section 288a;
- (43) Abduction of a minor for purposes of prostitution in violation of Section 267;
- (44) Human trafficking in violation of subdivision (a), (b), or (c) of Section 236.1;
- (45) Child abuse in violation of Section 273ab;
- (46) Possessing, exploding, or igniting a destructive device in violation of Section 18740;
- (47) Two or more violations of subsection (c) of Section 451;
- (48) Any attempt to commit an offense described in this subdivision;
- (49) Any felony in which it is pled and proven that the Defendant personally used a dangerous or deadly weapon;
- (50) Any offense resulting in lifetime sex offender registration pursuant to Sections 290 through 290.009.
- (51) Any conspiracy to commit an offense described in this Section.
- (b) The provisions of this section shall apply to any inmate serving a custodial prison sentence on or after the effective date of this section, regardless of when the sentence was imposed.

Section 3040.2 is added to the Penal Code to read:

- (a) Upon conducting a nonviolent offender parole consideration review, the hearing officer for the Board of Parole Hearings shall consider all relevant, reliable information about the inmate.
- (b) The standard of review shall be whether the inmate will pose an unreasonable risk of creating victims as a result of felonious conduct if released from prison.
- (c) In reaching this determination, the hearing officer shall consider the following factors:
 - (1) Circumstances surrounding the current conviction;
 - (2) The inmate's criminal history, including involvement in other criminal conduct, both juvenile and adult, which is reliably documented;
 - (3) The inmate's institutional behavior including both rehabilitative programming and institutional misconduct;
 - (4) Any input from the inmate, any victim, whether registered or not at the time of the referral, and the prosecuting agency or agencies;
 - (5) The inmate's past and present mental condition as documented in records in the possession of the Department of Corrections and Rehabilitation;
 - (6) The inmate's past and present attitude about the crime;
 - (7) Any other information which bears on the inmate's suitability for release.
- (d) The following circumstances shall be considered by the hearing officer in determining whether the inmate is unsuitable for release:
 - (1) Multiple victims involved in the current commitment offense;
 - (2) A victim was particularly vulnerable due to age or physical or mental condition;
 - (3) The inmate took advantage of a position of trust in the commission of the crime;

- (4) The inmate was armed with or used a firearm or other deadly weapon in the commission of the crime;
 - (5) A victim suffered great bodily injury during the commission of the crime;
 - (6) The inmate committed the crime in association with a criminal street gang;
 - (7) The inmate occupied a position of leadership or dominance over other participants in the commission of the crime, or the inmate induced others to participate in the commission of the crime;
 - (8) During the commission of the crime, the inmate had a clear opportunity to cease but instead continued;
 - (9) The inmate has engaged in other reliably documented criminal conduct which was an integral part of the crime for which the inmate is currently committed to prison;
 - (10) The manner in which the crime was committed created a potential for serious injury to persons other than the victim of the crime;
 - (11) The inmate was on probation, parole, post release community supervision, mandatory supervision or was in custody or had escaped from custody at the time of the commitment offense;
 - (12) The inmate was on any form of pre- or post-conviction release at the time of the commitment offense;
 - (13) The inmate's prior history of violence, whether as a juvenile or adult;
 - (14) The inmate has engaged in misconduct in prison or jail;
 - (15) The inmate is incarcerated for multiple cases from the same or different counties or jurisdictions.
- (e) The following circumstances shall be considered by the hearing officer in determining whether the inmate is suitable for release:
- (1) The inmate does not have a juvenile record of assaulting others or committing crimes with a potential of harm to victims;
 - (2) The inmate lacks any history of violent crime;
 - (3) The inmate has demonstrated remorse;
 - (4) The inmate's present age reduces the risk of recidivism;
 - (5) The inmate has made realistic plans if released or has developed marketable skills that can be put to use upon release;
 - (6) The inmate's institutional activities demonstrate an enhanced ability to function within the law upon release;
 - (7) The inmate participated in the crime under partially excusable circumstances which do not amount to a legal defense;
 - (8) The inmate had no apparent predisposition to commit the crime but was induced by others to participate in its commission;
 - (9) The inmate has a minimal or no criminal history;
 - (10) The inmate was a passive participant or played a minor role in the commission of the crime;
 - (11) The crime was committed during or due to an unusual situation unlikely to reoccur.

Section 3040.3 is added to the Penal Code to read:

- (a) An inmate whose current commitment includes a concurrent, consecutive or stayed sentence for an offense or allegation defined as violent by subdivision (c) of Section 667.5 or 3040.1 shall be deemed a violent offender for purposes of Section 32 of Article I of the Constitution.

- (b) An inmate whose current commitment includes an indeterminate sentence shall be deemed a violent offender for purposes of Section 32 of Article I of the Constitution.
- (c) An inmate whose current commitment includes any enhancement which makes the underlying offense violent pursuant to subdivision (c) of Section 667.5 shall be deemed a violent offender for purposes of Section 32 of Article I of the Constitution.
- (d) For purposes of Section 32 of Article I of the Constitution, the “full term” of the “primary offense” shall be calculated based only on actual days served on the commitment offense.

Section 3040.4 is added to the Penal Code to read:

Pursuant to subsection (b) of Section 28 of Article I of the Constitution, the Department shall give reasonable notice to victims of crime prior to an inmate being reviewed for early parole and release. The Department shall provide victims with the right to be heard regarding early parole consideration and to participate in the review process. The Department shall consider the safety of the victims, the victims’ family, and the general public when making a determination on early release.

- (a) Prior to conducting a review for early parole, the Department shall provide notice to the prosecuting agency or agencies and to registered victims, and shall make reasonable efforts to locate and notify victims who are not registered.
- (b) The prosecuting agency shall have the right to review all information available to the hearing officer including, but not limited to the inmate’s central file, documented adult and juvenile criminal history, institutional behavior including both rehabilitative programming and institutional misconduct, any input from any person or organization advocating on behalf of the inmate, and any information submitted by the public.
- (c) A victim shall have a right to submit a statement for purposes of early parole consideration, including a confidential statement.
- (d) All prosecuting agencies, any involved law enforcement agency, and all victims, whether or not registered, shall have the right to respond to the board in writing.
- (e) Responses to the Board by prosecuting agencies, law enforcement agencies, and victims must be made within 90 days of the date of notification of the inmate’s eligibility for early parole review or consideration.
- (f) The Board shall notify the prosecuting agencies, law enforcement agencies, and the victims of the Nonviolent Offender Parole decision within 10 days of the decision being made.
- (g) Within 30 days of the notice of the final decision concerning Nonviolent Offender Parole Consideration, the inmate and the prosecuting agencies may request review of the decision.
- (h) If an inmate is denied early release under the Nonviolent Offender Parole provisions of Section 32 of Article I of the Constitution, the inmate shall not be eligible for early Nonviolent Offender parole consideration for two (2) calendar years from the date of the final decision of the previous denial.

Section 3041 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

- (a)(1) In the case of any inmate sentenced pursuant to any law, other than Chapter 4.5 (commencing with Section 1170) of Title 7 of Part 2, the Board of Parole Hearings shall meet with each inmate during the sixth year before the inmate’s minimum eligible parole date for the purposes of reviewing and documenting the inmate’s activities and conduct pertinent to parole

eligibility. During this consultation, the board shall provide the inmate information about the parole hearing process, legal factors relevant to his or her suitability or unsuitability for parole, and individualized recommendations for the inmate regarding his or her work assignments, rehabilitative programs, and institutional behavior. Within 30 days following the consultation, the board shall issue its positive and negative findings and recommendations to the inmate in writing.

(2) One year before the inmate's minimum eligible parole date a panel of two or more commissioners or deputy commissioners shall again meet with the inmate and shall normally grant parole as provided in Section 3041.5. No more than one member of the panel shall be a deputy commissioner.

(3) In the event of a tie vote, the matter shall be referred for an en banc review of the record that was before the panel that rendered the tie vote. Upon en banc review, the board shall vote to either grant or deny parole and render a statement of decision. The en banc review shall be conducted pursuant to subdivision (e).

(4) Upon a grant of parole, the inmate shall be released subject to all applicable review periods. However, an inmate shall not be released before reaching his or her minimum eligible parole date as set pursuant to Section 3046 unless the inmate is eligible for earlier release pursuant to his or her youth offender parole eligibility date or elderly parole eligibility date.

(5) At least one commissioner of the panel shall have been present at the last preceding meeting, unless it is not feasible to do so or where the last preceding meeting was the initial meeting. Any person on the hearing panel may request review of any decision regarding parole for an en banc hearing by the board. In case of a review, a majority vote in favor of parole by the board members participating in an en banc review is required to grant parole to any inmate.

(b)(1) The panel or the board, sitting en banc, shall grant parole to an inmate unless it determines that the gravity of the current convicted offense or offenses, or the timing and gravity of current or past convicted offense or offenses, is such that consideration of the public safety requires a more lengthy period of incarceration for this individual. The panel or the board, sitting en banc, shall consider the entire criminal history of the inmate, including all current or past convicted offenses, in making this determination.

(2) After July 30, 2001, any decision of the parole panel finding an inmate suitable for parole shall become final within 120 days of the date of the hearing. During that period, the board may review the panel's decision. The panel's decision shall become final pursuant to this subdivision unless the board finds that the panel made an error of law, or that the panel's decision was based on an error of fact, or that new information should be presented to the board, any of which when corrected or considered by the board has a substantial likelihood of resulting in a substantially different decision upon a rehearing. In making this determination, the board shall consult with the commissioners who conducted the parole consideration hearing.

(3) A decision of a panel shall not be disapproved and referred for rehearing except by a majority vote of the board, sitting en banc, following a public meeting.

(c) For the purpose of reviewing the suitability for parole of those inmates eligible for parole under prior law at a date earlier than that calculated under Section 1170.2, the board shall appoint panels of at least two persons to meet annually with each inmate until the time the person is released pursuant to proceedings or reaches the expiration of his or her term as calculated under Section 1170.2.

(d) It is the intent of the Legislature that, during times when there is no backlog of inmates awaiting parole hearings, life parole consideration hearings, or life rescission hearings, hearings

will be conducted by a panel of three or more members, the majority of whom shall be commissioners. The board shall report monthly on the number of cases where an inmate has not received a completed initial or subsequent parole consideration hearing within 30 days of the hearing date required by subdivision (a) of Section 3041.5 or paragraph (2) of subdivision (b) of Section 3041.5, unless the inmate has waived the right to those timeframes. That report shall be considered the backlog of cases for purposes of this section, and shall include information on the progress toward eliminating the backlog, and on the number of inmates who have waived their right to the above timeframes. The report shall be made public at a regularly scheduled meeting of the board and a written report shall be made available to the public and transmitted to the Legislature quarterly.

(e) For purposes of this section, an en banc review by the board means a review conducted by a majority of commissioners holding office on the date the matter is heard by the board. An en banc review shall be conducted in compliance with the following:

- (1) The commissioners conducting the review shall consider the entire record of the hearing that resulted in the tie vote.
- (2) The review shall be limited to the record of the hearing. The record shall consist of the transcript or audiotape of the hearing, written or electronically recorded statements actually considered by the panel that produced the tie vote, and any other material actually considered by the panel. New evidence or comments shall not be considered in the en banc proceeding.
- (3) The board shall separately state reasons for its decision to grant or deny parole.
- (4) A commissioner who was involved in the tie vote shall be recused from consideration of the matter in the en banc review.

Section 3454 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) Each supervising county agency, as established by the county board of supervisors pursuant to subdivision (a) of Section 3451, shall establish a review process for assessing and refining a person's program of postrelease supervision. Any additional postrelease supervision conditions shall be reasonably related to the underlying offense for which the offender spent time in prison, or to the offender's risk of recidivism, and the offender's criminal history, and be otherwise consistent with law.

(b) Each county agency responsible for postrelease supervision, as established by the county board of supervisors pursuant to subdivision (a) of Section 3451, may determine additional appropriate conditions of supervision listed in Section 3453 consistent with public safety, including the use of continuous electronic monitoring as defined in Section 1210.7, order the provision of appropriate rehabilitation and treatment services, determine appropriate incentives, and determine and order appropriate responses to alleged violations, which can include, but shall not be limited to, immediate, structured, and intermediate sanctions up to and including referral to a reentry court pursuant to Section 3015, or flash incarceration in a city or county jail. Periods of flash incarceration are encouraged as one method of punishment for violations of an offender's condition of postrelease supervision.

(c) As used in this title, "flash incarceration" is a period of detention in a city or county jail due to a violation of an offender's conditions of postrelease supervision. The length of the detention period can range between one and 10 consecutive days. Flash incarceration is a tool that may be used by each county agency responsible for postrelease supervision. Shorter, but if necessary

more frequent, periods of detention for violations of an offender's postrelease supervision conditions shall appropriately punish an offender while preventing the disruption in a work or home establishment that typically arises from longer term revocations.

(d) Upon a decision to impose a period of flash incarceration, the probation department shall notify the court, public defender, district attorney, and sheriff of each imposition of flash incarceration.

Section 3455 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) If the supervising county agency has determined, following application of its assessment processes, that intermediate sanctions as authorized in subdivision (b) of Section 3454 are not appropriate, or if the supervised person has violated the terms of his or her release for a third time, the supervising county agency shall petition the court pursuant to Section 1203.2 to revoke, modify, or terminate postrelease community supervision. At any point during the process initiated pursuant to this section, a person may waive, in writing, his or her right to counsel, admit the violation of his or her postrelease community supervision, waive a court hearing, and accept the proposed modification of his or her postrelease community supervision. The petition shall include a written report that contains additional information regarding the petition, including the relevant terms and conditions of postrelease community supervision, the circumstances of the alleged underlying violation, the history and background of the violator, and any recommendations. The Judicial Council shall adopt forms and rules of court to establish uniform statewide procedures to implement this subdivision, including the minimum contents of supervision agency reports. Upon a finding that the person has violated the conditions of postrelease community supervision, the revocation hearing officer shall have authority to do all of the following:

- (1) Return the person to postrelease community supervision with modifications of conditions, if appropriate, including a period of incarceration in a county jail.
- (2) Revoke and terminate postrelease community supervision and order the person to confinement in a county jail.
- (3) Refer the person to a reentry court pursuant to Section 3015 or other evidence-based program in the court's discretion.

(b) (1) At any time during the period of postrelease community supervision, if a peace officer, including a probation officer, has probable cause to believe a person subject to postrelease community supervision is violating any term or condition of his or her release, or has failed to appear at a hearing pursuant to Section 1203.2 to revoke, modify, or terminate postrelease community supervision, the officer may, without a warrant or other process, arrest the person and bring him or her before the supervising county agency established by the county board of supervisors pursuant to subdivision (a) of Section 3451. Additionally, an officer employed by the supervising county agency may seek a warrant and a court or its designated hearing officer appointed pursuant to Section 71622.5 of the Government Code shall have the authority to issue a warrant for that person's arrest.

(2) The court or its designated hearing officer shall have the authority to issue a warrant for a person who is the subject of a petition filed under this section who has failed to appear for a hearing on the petition or for any reason in the interests of justice, or to remand to custody a person who does appear at a hearing on the petition for any reason in the interests of justice.

(3) Unless a person subject to postrelease community supervision is otherwise serving a period of flash incarceration, whenever a person who is subject to this section is arrested, with or without a warrant or the filing of a petition for revocation, the court may order the release of the person under supervision from custody under any terms and conditions the court deems appropriate.

(c) The revocation hearing shall be held within a reasonable time after the filing of the revocation petition. Except as provided in paragraph (3) of subdivision (b), based upon a showing of a preponderance of the evidence that a person under supervision poses an unreasonable risk to public safety, or that the person may not appear if released from custody, or for any reason in the interests of justice, the supervising county agency shall have the authority to make a determination whether the person should remain in custody pending the first court appearance on a petition to revoke postrelease community supervision, and upon that determination, may order the person confined pending his or her first court appearance.

(d) Confinement pursuant to paragraphs (1) and (2) of subdivision (a) shall not exceed a period of 180 days in a county jail for each custodial sanction.

(e) A person shall not remain under supervision or in custody pursuant to this title on or after three years from the date of the person's initial entry onto postrelease community supervision, except when his or her supervision is tolled pursuant to Section 1203.2 or subdivision (b) of Section 3456.

SEC. 5. DNA COLLECTION

Section 296 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) The following persons shall provide buccal swab samples, right thumbprints, and a full palm print impression of each hand, and any blood specimens or other biological samples required pursuant to this chapter for law enforcement identification analysis:

(1) Any person, including any juvenile, who is convicted of or pleads guilty or no contest to any felony offense, or is found not guilty by reason of insanity of any felony offense, or any juvenile who is adjudicated under Section 602 of the Welfare and Institutions Code for committing any felony offense.

(2) Any adult person who is arrested for or charged with any of the following felony offenses:

(A) Any felony offense specified in Section 290 or attempt to commit any felony offense described in Section 290, or any felony offense that imposes upon a person the duty to register in California as a sex offender under Section 290.

(B) Murder or voluntary manslaughter or any attempt to commit murder or voluntary manslaughter.

(C) Commencing on January 1, 2009, any adult person arrested or charged with any felony offense.

(3) Any person, including any juvenile, who is required to register under Section 290 through 290.009 or 457.1 because of the commission of, or the attempt to commit, a felony or misdemeanor offense, or any person, including any juvenile, who is housed in a mental health facility or sex offender treatment program after referral to such facility or program by a court after being charged with any felony offense.

(4) Any person, excluding a juvenile, who is convicted of, or pleads guilty or no contest to, any of the following offenses:

(A) A misdemeanor violation of Section 459.5;

(B) A violation of subdivision (a) of Section 473 that is punishable as a misdemeanor pursuant to subdivision (b) of Section 473;

(C) A violation of subdivision (a) of Section 476a that is punishable as a misdemeanor pursuant to subdivision (b) of Section 476a;

(D) A violation of Section 487 that is punishable as a misdemeanor pursuant to Section 490.2;

(E) A violation of Section 496 that is punishable as a misdemeanor;

(F) A misdemeanor violation of subdivision (a) of Section 11350 of the Health and Safety Code;

(G) A misdemeanor violation of subdivision (a) of Section 11377 of the Health and Safety Code;

(H) A misdemeanor violation of paragraph (1) of subdivision (e) of Section 243;

(I) A misdemeanor violation of Section 273.5;

(J) A misdemeanor violation of paragraph (1) of subdivision (b) of Section 368;

(K) Any misdemeanor violation where the victim is defined as set forth in Section 6211 of the Family Code;

(L) A misdemeanor violation of paragraph (3) of subdivision (b) of Section 647.

~~(4)~~(5) The term “felony” as used in this subdivision includes an attempt to commit the offense.

~~(5)~~(6) Nothing in this chapter shall be construed as prohibiting collection and analysis of specimens, samples, or print impressions as a condition of a plea for a non-qualifying offense.

(b) The provisions of this chapter and its requirements for submission of specimens, samples and print impressions as soon as administratively practicable shall apply to all qualifying persons regardless of sentence imposed, including any sentence of death, life without the possibility of parole, or any life or indeterminate term, or any other disposition rendered in the case of an adult or juvenile tried as an adult, or whether the person is diverted, fined, or referred for evaluation, and regardless of disposition rendered or placement made in the case of juvenile who is found to have committed any felony offense or is adjudicated under Section 602 of the Welfare and Institutions Code.

(c) The provisions of this chapter and its requirements for submission of specimens, samples, and print impressions as soon as administratively practicable by qualified persons as described in subdivision (a) shall apply regardless of placement or confinement in any mental hospital or other public or private treatment facility, and shall include, but not be limited to, the following persons, including juveniles:

(1) Any person committed to a state hospital or other treatment facility as a mentally disordered sex offender under Article 1 (commencing with Section 6300) of Chapter 2 of Part 2 of Division 6 of the Welfare and Institutions Code.

(2) Any person who has a severe mental disorder as set forth within the provisions of Article 4 (commencing with Section 2960) of Chapter 7 of Title 1 of Part 3 of the Penal Code.

(3) Any person found to be a sexually violent predator pursuant to Article 4 (commencing with Section 6600) of Chapter 2 of Part 2 of Division 6 of the Welfare and Institutions Code.

(d) The provisions of this chapter are mandatory and apply whether or not the court advises a person, including any juvenile, that he or she must provide the data bank and database specimens, samples, and print impressions as a condition of probation, parole, or any plea of guilty, no contest, or not guilty by reason of insanity, or any admission to any of the offenses described in subdivision (a).

(e) If at any stage of court proceedings the prosecuting attorney determines that specimens, samples, and print impressions required by this chapter have not already been taken from any person, as defined under subdivision (a) of Section 296, the prosecuting attorney shall notify the court orally on the record, or in writing, and request that the court order collection of the specimens, samples, and print impressions required by law. However, a failure by the prosecuting attorney or any other law enforcement agency to notify the court shall not relieve a person of the obligation to provide specimens, samples, and print impressions pursuant to this chapter.

(f) Prior to final disposition or sentencing in the case the court shall inquire and verify that the specimens, samples, and print impressions required by this chapter have been obtained and that this fact is included in the abstract of judgment or dispositional order in the case of a juvenile. The abstract of judgment issued by the court shall indicate that the court has ordered the person to comply with the requirements of this chapter and that the person shall be included in the state's DNA and Forensic Identification Data Base and Data Bank program and be subject to this chapter.

However, failure by the court to verify specimen, sample, and print impression collection or enter these facts in the abstract of judgment or dispositional order in the case of a juvenile shall not invalidate an arrest, plea, conviction, or disposition, or otherwise relieve a person from the requirements of this chapter.

SEC. 6. SHOPLIFTING

Section 459.5 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) Notwithstanding Section 459, shoplifting is defined as entering a commercial establishment with intent to ~~commit larceny~~ steal retail property or merchandise while that establishment is open during regular business hours, where the value of the property that is taken or intended to be taken does not exceed nine hundred fifty dollars (\$950). Any other entry into a commercial establishment with intent to commit larceny is burglary. Shoplifting shall be punished as a misdemeanor, except that a person with one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290 may be punished pursuant to subdivision (h) of Section 1170.

(b) Any act of shoplifting as defined in subdivision (a) shall be charged as shoplifting. No person who is charged with shoplifting may also be charged with burglary or theft of the same property.

(c) "Retail property or merchandise" means any article, product, commodity, item or component intended to be sold in retail commerce.

(d) "Value" means the retail value of an item as advertised by the affected retail establishment, including applicable taxes.

(e) This section shall not apply to theft of a firearm, forgery, the unlawful sale, transfer, or conveyance of an access card pursuant to Section 484e, forgery of an access card pursuant to Section 484f, the unlawful use of an access card pursuant to Section 484g, theft from an elder pursuant to subdivision (e) of Section 368, receiving stolen property, embezzlement, or identity theft pursuant to Section 530.5, or the theft or unauthorized use of a vehicle pursuant to Section 10851 of the Vehicle Code.

Section 490.2 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) Notwithstanding Section 487 or any other provision of law defining grand theft, obtaining any property by theft where the value of the money, labor, real or personal property taken does not exceed nine hundred fifty dollars (\$950) shall be considered petty theft and shall be punished as a misdemeanor, except that such person may instead be punished pursuant to subdivision (h) of Section 1170 if that person has one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290.

(b) This section shall not be applicable to any theft that may be charged as an infraction pursuant to any other provision of law.

(c) This section shall not apply to theft of a firearm, forgery, the unlawful sale, transfer, or conveyance of an access card pursuant to Section 484e, forgery of an access card pursuant to Section 484f, the unlawful use of an access card pursuant to Section 484g, theft from an elder pursuant to subdivision (e) of Section 368, receiving stolen property, embezzlement, or identity theft pursuant to Section 530.5, or the theft or unauthorized use of a vehicle pursuant to Section 10851 of the Vehicle Code.

SEC. 7. SERIAL THEFT**Section 490.3 is added to the Penal Code to read:**

(a) This section applies to the following crimes:

- (1) petty theft;
- (2) shoplifting;
- (3) grand theft;
- (4) burglary;
- (5) carjacking;
- (6) robbery;
- (7) a crime against an elder or dependent adult within the meaning of subdivision (d) or (e) of Section 368;
- (8) any violation of Section 496;
- (9) unlawful taking or driving of a vehicle within the meaning of Section 10851 of the Vehicle Code.
- (10) Forgery.
- (11) The unlawful sale, transfer, or conveyance of an access card pursuant to Section 484e.
- (12) Forgery of an access card pursuant to Section 484f.
- (13) The unlawful use of an access card pursuant to Section 484g.
- (14) Identity theft pursuant to Section 530.5.
- (15) The theft or unauthorized use of a vehicle pursuant to Section 10851 of the Vehicle Code.

(b) Notwithstanding subsection (3) of subdivision (h) of Section 1170, subsections (2) and (4) of subdivision (a) of Section 1170.12, subsections (2) and (4) of subdivision (c) of Section 667, any person who, having been previously convicted of two or more of the offenses specified in subdivision (a), which offenses were committed on separate occasions, and who is subsequently convicted of petty theft or shoplifting where the value of the money, labor, or real or personal

property taken exceeds two hundred fifty dollars (\$250) shall be punished by imprisonment in the county jail not exceeding one year, or imprisonment pursuant to subdivision (h) of Section 1170.

(c) This section does not prohibit a person or persons from being charged with any violation of law arising out of the same criminal transaction that violates this section.

SEC. 8. ORGANIZED RETAIL THEFT

Section 490.4 is added to the Penal Code to read:

(a) "Retail property or merchandise" means any article, product, commodity, item or component intended to be sold in retail commerce.

(b) "Value" means the retail value of an item as advertised by the affected retail establishment, including applicable taxes.

(c) Any person, who, acting in concert with one or more other persons, commits two (2) or more thefts pursuant to Sections 459.5 or 490.2 of retail property or merchandise having an aggregate value exceeding two hundred fifty dollars (\$250) and unlawfully takes such property during a period of one hundred eighty days (180) is guilty of organized retail theft.

(d) Notwithstanding subsection (3) of subdivision (h) of Section 1170, subsections (2) and (4) of subdivision (a) of Section 1170.12, subsections (2) and (4) of subdivision (c) of Section 667, organized retail theft shall be punished by imprisonment in the county jail not exceeding one year, or imprisonment pursuant to subdivision (h) of Section 1170.

(e) For purposes of this section, the value of retail property stolen by persons acting in concert may be aggregated into a single count or charge, with the sum of the value of all of the retail merchandise being the values considered in determining the degree of theft.

(f) An offense under this section may be prosecuted in any county in which an underlying theft could have been prosecuted as a separate offense.

(g) This section does not prohibit a person or persons from being charged with any violation of law arising out of the same criminal transaction that violates this section.

SEC. 9. AMENDMENTS

This act shall not be amended by the Legislature except by a statute that furthers the purposes, findings and declarations of the Act and is passed in each house by roll call vote entered in the journal, three-fourths of the membership of each house concurring, or by a statute that becomes effective only when approved by the voters.

SEC. 10. SEVERABILITY

If any provision of this Act, or any part of any provision, or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remaining provisions and applications which can be given effect without the invalid or unconstitutional provision or application shall not be affected, but shall remain in full force and effect, and to this end the provisions of this Act are severable.

SEC. 11. CONFLICTING INITIATIVES

(a) In the event that this measure and another measure addressing parole consideration pursuant to Section 32 of Article I of the Constitution, revocation of parole and post release community supervision, DNA collection, or theft offenses shall appear on the same statewide ballot, the

provisions of the other measure or measures shall be deemed to be in conflict with this measure. In the event that this measure receives a greater number of affirmative votes than a measure deemed to be in conflict with it, the provisions of this measure shall prevail in their entirety, and the other measure or measures shall be null and void.

(b) If this measure is approved by voters but superseded by law by any other conflicting measure approved by voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force and effect.

RESOLUTION NO.**A RESOLUTION OF THE CITY OF MORGAN HILL
SUPPORTING THE REDUCING CRIME AND KEEPING
CALIFORNIA SAFE ACT OF 2018**

WHEREAS, protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance; and,

WHEREAS, since 2014, California has had a larger increase in violent crime than the rest of the United States – up 15% in Morgan Hill. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI; and,

WHEREAS, The FBI Preliminary Semiannual Uniform Crime Report for 2017, which tracks crimes committed during the first six months of the past year in U. S. cities with populations over 100,000, indicates that last year violent crime increased again in most of California's largest cities; and,

WHEREAS, recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, and battery on a police officer or firefighter to be considered "nonviolent offenders"; and,

WHEREAS, as a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and,

WHEREAS, violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision, like the gang member charged with the murder of Whittier Police Officer, Keith Boyer; and,

WHEREAS, this measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations; and,

WHEREAS, nothing in this act is intended to create additional "strike" offenses which would increase the state prison population, nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits; and,

WHEREAS, recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal; and,

WHEREAS, as a result, between 2014 and 2017, Morgan Hill saw a 27% increase in theft crimes. According to the California Department of Justice, the value of property stolen in

California in 2015 was \$2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years; and,

WHEREAS, grocery store operators around the state have seen unprecedented increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150% increases in these losses from 2012 to present, with the largest jumps occurring since 2014; and,

WHEREAS, individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced judges' ability to order individuals convicted of repeated theft crimes into effective drug treatment programs; and,

WHEREAS, California needs to strengthen laws for those who are repeatedly convicted of theft related crimes to ensure those who repeatedly steal to support their drug problem enter into drug treatment programs. This measure enacts such reforms; and,

WHEREAS, recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses; and,

WHEREAS, permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted; and,

WHEREAS, this measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby supports the Reducing Crime and Keeping California Safe Act of 2018.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the 21st day of February 2018.

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

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. XX-XXX, adopted by the City Council at a regular meeting held on February 21, 2018.

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

DATE: _____

IRMA TORREZ, City Clerk



CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

PREPARED BY: Maria Angeles, Senior Civil Engineer
APPROVED BY: City Manager

THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT WITH HARRIS & ASSOCIATES FOR LAND DEVELOPMENT REVIEW

RECOMMENDATION(S)

1. Approve the Third Amendment to the professional service agreement with Harris & Associates for land development review services to increase the fee by \$70,000 for a total not-to-exceed amount of \$245,000 with the term of the agreement unchanged;
2. Authorize the City Manager to execute the Third Amendment; and
3. Adopt resolution approving an amendment to the City's Fiscal Year 2017-18 budget in the Community Development Fund (Fund No. 206) to appropriate \$70,000 for the amendment to the professional service agreement with Harris & Associates.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility

REPORT NARRATIVE:

The City has a current contract with Harris & Associates for staff augmentation services to assist with land development engineering review and stormwater program support. The services performed by Harris & Associates are on an as-needed basis and include the following: plan check review of engineering plans, mapping reviews, stormwater plan reviews and stormwater compliance support, and floodplain management support functions. Harris & Associates plays a vital role in augmenting the land development engineering team for timely processing of development applications and program management support.

The original contract with Harris & Associates was for a one-year term that expired on June 30, 2017 with a contract amount of \$40,000. A subsequent First Amendment and Second Amendment was approved by Council to increase the contract by \$25,000 and \$110,000, respectively, which resulted in a total not-to-exceed contract amount of \$175,000. The term of the agreement was also previously extended through June 30, 2018 with the Second Amendment.

The purpose of this Third Amendment is to increase the total not-to-exceed contract amount by \$70,000 for the remainder of FY 2017-18 which will result in a total not-to-exceed contract amount of \$245,000. This new amendment will not change the current term of the agreement.

The table below shows the budgeted service costs for Harris & Associates presented to Council back in June 2017 and the actual cost of consultant services through January 2018:

Task	Remaining Services in FY 2016-17		FY 2017-18 Services			
	Budgeted Amount per 2nd Contract Amendment	Actual Amount Billed	Budgeted Amount per 2nd Contract Amendment	Actual Amount Billed thru Jan. 2018 Services	Remaining Budget Amount	Estimated Cost for FY Remainder
Stormwater Development Review & Compliance	\$ 8,500	\$ 8,500	\$ 86,200	\$ 38,479	\$ 47,721	\$ 47,000
Land Development Plan Checking Services	\$ 1,500	\$ 1,500	\$ 13,800	\$ 61,521	\$ (47,721)	\$ 23,000
Total	\$ 10,000	\$ 10,000	\$ 100,000	\$ 100,000	\$ -	\$ 70,000

The plan check services performed by Harris & Associates during the first half of FY 2017-18 were more than what was projected. The increased cost was due to two or more stormwater plan reviews performed by Harris & Associates for ten projects that required more consultant hours. This Third Amendment will cover Harris & Associates' additional services through the end of FY 2017-18 with an estimated total cost of \$70,000.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the recommended amendment to the contract for land development review and program support services.

ALTERNATIVE ACTIONS:

The Council could decide to not approve this amendment. This will result in no project review nor stormwater program support services by Harris & Associates until a new consultant contract is approved. This may also delay project approvals for the remainder of FY 2017-18 as the land development engineering team will have to perform the required review and program tasks. Staff will be preparing a new Request for Proposal (RFP) for the next budget cycle for staff augmentation services which will include land development engineering review and stormwater program support.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The original Professional Service Agreement with Harris & Associates was executed by the City Manager on July 19, 2016 with a contract amount of \$40,000 from the Community Development Fund (Fund 206). This original agreement did not require Council approval as the contract amount did not exceed \$45,000.

On January 18, 2017, the Council approved a First Amendment to the agreement which appropriated an additional \$25,000 to the original contract. This resulted in a revised, not-to-exceed contract amount of \$65,000.

The Council then approved a Second Amendment to the agreement on June 21, 2017 which appropriated an additional \$110,000 to the revised contract amount. This resulted in a revised, not-to-exceed contract amount of \$175,000 and an extension of the contract term through June 30, 2018.

FISCAL AND RESOURCE IMPACT:

The current agreement with Harris & Associates expires on June 30, 2018 and has a total not-to-exceed amount of \$175,000. If the requested appropriation and Third Amendment are approved, the total not-to-exceed amount will be increased to \$245,000, an increase of \$70,000. The \$70,000 will be funded from Community Development Fund 206 (see attached Budget Scorecard). Services rendered by Harris & Associates are paid for by developer fees.

With the recent Council approval of the updated Development Fee Schedule in November 2017, staff will start to collect additional revenue for Fund 206 from “Stormwater Runoff Management Plan Reviews” which is a newly-added fee.

CEQA (California Environmental Quality Act):

Not a Project: Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are exempted from environmental review under Section 15061(b)(3) of the State CEQA Guidelines. The contract is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

LINKS/ATTACHMENTS:

1. Resolution for Budget Amendment
2. Budget Scorecard
3. Harris & Associates 3rd Amendment
4. Harris & Associates agreements

EXHIBIT “I”

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AN AMENDMENT TO THE CITY’S FISCAL YEAR 2017-18 BUDGET IN THE COMMUNITY DEVELOPMENT FUND (FUND NO. 206) TO APPROPRIATE \$70,000 FOR THE AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH HARRIS & ASSOCIATES FOR LAND DEVELOPMENT REVIEW SERVICES

WHEREAS, the City of Morgan Hill, a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California (“City”), is authorized to enter into contracts and agreements for the benefit of the City; and

WHEREAS, the reasons supporting the entrance of the City into that certain amendment to the agreement described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council Staff Report entitled “Third Amendment to Professional Service Agreement with Harris & Associates for Land Development Review” submitted for City Council consideration at its meeting of February 21, 2018, 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, recommended amendments are needed and proposed to the City’s previously adopted Annual Budget for Fiscal Year 2017-18, as set forth on Exhibit A to this Resolution, to appropriate the requisite funds to implement the actions authorized by this Resolution; and

WHEREAS, the activities allowed under this Resolution do not constitute a project under the provisions of California Environmental Quality Act of 1970 because organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are exempted from environmental review under Section 15061(b)(3) of the State CEQA Guidelines; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such date the City Council conducted a duly noticed public meeting at which the City Council provided members of the public an opportunity to comment and be heard and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

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

Section 1. Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct as follows:

- a. That the City Manager is hereby delegated authority to and is authorized and directed to execute, and subsequently administer including the authority to terminate as necessary or appropriate, the Amendment to the Agreement substantially in the form attached hereto as Exhibit B; provided, specifically, that the total amounts to be paid by City under the Agreement shall in no event exceed Two Hundred Forty Five Thousand Dollars (\$245,000); and
- b. That the City's previously adopted Fiscal Year 2017-18 Budget, as the same has been amended to date, is hereby further amended in accordance with and as reflected on Exhibit A attached hereto and incorporated herein by this reference; and
- c. That the City Clerk is hereby authorized and directed to forward a copy of this Resolution to the City's Finance Director, who is hereby authorized and directed to take all actions necessary to implement the terms of this Resolution pertaining to the Fiscal Year 2017-18 Budget of City.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Morgan Hill at its meeting held on this 21st day of February, 2018 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNCIL MEMBERS:
COUNCIL MEMBERS:
COUNCIL MEMBERS:
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.XXXX , adopted by the City Council at the meeting held on February 21, 2018.

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

DATE: _____

Irma Torrez, CITY CLERK

AGENDA BUDGET SCORECARD**FISCAL YEAR 2017-18****ADJUSTMENT #**

025

FUND:**DEPARTMENT:****OBJECT:**

206	Community Development Fund
5410	PW Engineering
42231	CONTRACT SERVICES

AGENDA DATE:**AGENDA ITEM TITLE:**

02/21/18
Harris & Associates Third Amendment

	07/01/17			06/30/18 PROJECTED
	BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	ENDING FUND BALANCE
ORIGINAL BUDGET	2,646,685	3,679,970	5,144,941	1,181,714
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	-	100,000	(100,000)
RECOMMENDED ACTION	-	-	70,000	(70,000)
RESULT OF RECOMMENDED ACTION	<u>2,646,685</u>	<u>3,679,970</u>	<u>5,314,941</u>	<u>1,011,714</u>

Attachment: Budget Scorecard [Revision 1] (1629 : THIRD AMENDMENT TO HARRIS & ASSOCIATES AGREEMENT)

THIRD AMENDMENT TO AGREEMENT HARRIS & ASSOCIATES

This THIRD AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, HARRIS & ASSOCIATES, a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Third Amendment to Agreement is entered into based upon City Council's approval on February 21, 2018.
2. The CITY and CONSULTANT entered into that "Service Agreement For Design Professionals" made as of July 19, 2016, for consultant services for a maximum compensation of Forty Thousand Dollars (\$40,000) ("ORIGINAL AGREEMENT").
3. The CITY and CONSULTANT entered into that First Amendment to the ORIGINAL AGREEMENT on January 30, 2017 for an additional compensation of Twenty Five Thousand Dollars (\$25,000) which revised the maximum compensation to Sixty Five Thousand Dollars (\$65,000).
4. The CITY and CONSULTANT entered into that Second Amendment to the ORIGINAL AGREEMENT on June 27, 2017 for an additional compensation of One Hundred Ten Thousand Dollars (\$110,000) which revised the maximum compensation to One Hundred Seventy Five Thousand Dollars (\$175,000) and for a term extension through June 30, 2018.
5. The ORIGINAL AGREEMENT, First Amendment and Second Amendment are attached collectively hereto as Exhibit "A" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the ORIGINAL 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 4.1 shall be amended and replaced in its entirety by the following:

"4.1 Amount. \$245,000. Total Compensation under this Agreement shall not exceed Two Hundred Forty Five Thousand Dollars (\$245,000) and shall be billed based on the rate and basis set forth in Exhibit B."
2. **Conflicts.** In the event of a conflict between the terms and provisions of this Third Amendment to Agreement and the terms and provisions of the ORIGINAL AGREEMENT, First Amendment and Second Amendment, the terms of this Third Amendment to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

ATTEST:

CITY OF MORGAN HILL

 City Clerk

 City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

HARRIS & ASSOCIATES

 City Attorney

 By:

Date: _____

Title: _____

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

Date: _____

 By:

Title: _____

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

Date: _____

126-04-16-080

SECOND AMENDMENT TO AGREEMENT HARRIS & ASSOCIATES

This SECOND AMENDMENT TO AGREEMENT is entered into and becomes effective on 10/27/17 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, HARRIS & ASSOCIATES, 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 Council's approval on June 21, 2017.
2. The CITY and CONSULTANT entered into that "Service Agreement For Design Professionals" made as of July 19, 2016, for consultant services for a maximum compensation of Forty Thousand Dollars (\$40,000) ("ORIGINAL AGREEMENT").
3. The CITY and CONSULTANT entered into that First Amendment to the ORIGINAL AGREEMENT on January 30, 2017 for an additional compensation of Twenty Five Thousand Dollars (\$25,000) which revised the maximum compensation to Sixty Five Thousand Dollars (\$65,000).
4. The ORIGINAL AGREEMENT and First Amendment are attached collectively hereto as Exhibit "A" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the ORIGINAL 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, Term of Agreement, shall have the term extended through June 30, 2018.
 - B. Paragraph 4.1 shall be amended and replaced in its entirety by the following:

"4.1 Amount. \$175,000. Total Compensation under this Agreement shall not exceed One Hundred Seventy Five Thousand Dollars (\$175,000) and shall be billed based on the rate and basis set forth in Exhibit B."
2. **Notices:** The City contact person, Mr. Karl Bjarke, shall be replaced with the new City contact:

Ms. Jennifer Carman
City of Morgan Hill
3. **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 ORIGINAL AGREEMENT and First 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:

Deputy [Signature]
 City Clerk
 Date: 6/27/17

CITY OF MORGAN HILL

[Signature]
 City Manager
 Date: 6/27/17

APPROVED AS TO FORM:

Assistant [Signature]
 City Attorney
 Date: 6-27-17

HARRIS & ASSOCIATES

[Signature]
 By: GARY H. YAGADE
 Title: VICE PRESIDENT
 Print Name and Title of Signer.
 If Corporate: Chairman, President or Vice President

Date: 6/12/17

[Signature]
 By: Steven Winchester
 Title: CFO

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

Date: 6/12/17

Exhibit "A"

FIRST AMENDMENT TO AGREEMENT HARRIS & ASSOCIATES

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on 1/30/17 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, HARRIS & ASSOCIATES, 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 Council's approval on January 18, 2017.
2. The CITY and CONSULTANT entered into that "Service Agreement For Design Professionals" made as of July 19, 2016, for consultant services for a maximum compensation of Forty Thousand Dollars (\$40,000) ("CONSULTANT AGREEMENT") 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 4.1 shall be amended and replaced in its entirety by the following:

"4.1 Amount. \$65,000. Total Compensation under this Agreement shall not exceed Sixty Five Thousand Dollars (\$65,000) and shall be billed based on the rate and basis set forth in Exhibit B.

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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.

ATTEST:

Deputy City Clerk
 Date: 1/30/17

APPROVED AS TO FORM:

City Attorney
 Date: 1/26/2017

CITY OF MORGAN HILL

City Manager

Date: 1/30/17

HARRIS & ASSOCIATES

By: GARY H. YAGARE

Title:

VICE PRESIDENT

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

Date: 1/6/17

By:

Steve Winchester

Title:

CFO

Print Name and Title of Signer.

If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 1/6/17

**SERVICE AGREEMENT FOR DESIGN PROFESSIONALS
HARRIS & ASSOCIATES, INC.**

THIS AGREEMENT is entered into and becomes effective on 7/19/16 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and HARRIS & ASSOCIATES, 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 authority of the City Manager pursuant to Chapter 3.04 of the Morgan Hill Municipal Code.
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 land development plan checking services and NPDES Stormwater development compliance as further described in Exhibit A.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$40,000.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed Forty 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 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

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, 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

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, 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.

- 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.

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:

Mr. Patrick Dobbins
Harris & Associates, Inc.
17540 Monterey Road #150
Morgan Hill, CA 95037

Address of CITY is as follows:

Mr. Karl Bjarke	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

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.

- 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 for Design Professional Services. Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM").
 - 20.2. Defense and Indemnification for Non-Design Professional Services. For all services performed under this agreement not covered by Section 20.1 above, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

- 20.3. Exceptions. CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence, active negligence or willful misconduct of the CITY.
- 20.4. Not limited by insurance. The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMs alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.
- 20.5. Right to Offset. CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (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.
- 20.6. Interpretation. This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.
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.

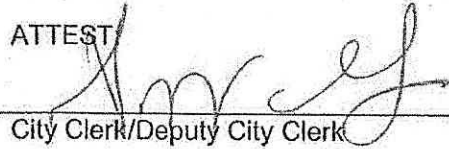
26. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

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.

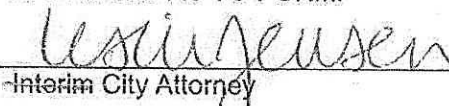
ATTEST


 City Clerk/Deputy City Clerk

for Michelle Wilson
 Print Name

Date: 7/26/16

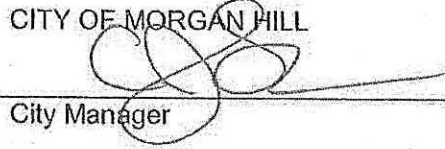
APPROVED AS TO FORM:


 Interim City Attorney

for Gary M. Baum
 Print Name

Date: 07/18/16

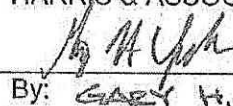
CITY OF MORGAN HILL


 City Manager

for Steve Rymer
 Print Name

Date: 7/19/16

HARRIS & ASSOCIATES, INC.

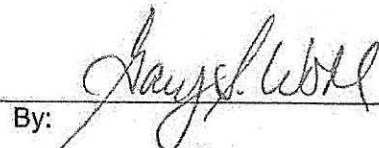

 By: GARY H. YAGADE

Title: VICE PRESIDENT

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

Date: 6/24/2016

By: 

Title: CFO

Print Name and Title of Signer.

If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 6/24/2016

**EXHIBIT A
SCOPE OF SERVICES**

On an as-needed basis, Harris Associates shall provide:

Land development plan checking services:

Review subdivision improvement plans to comply with but not limited to tentative maps, design review, FEMA flood standards, Stormwater quality standards, city standard details, and city standard specifications.

Nation Pollutant Discharge Elimination Systems (NPDES) Stormwater development compliance:

Oversee subdivisions construction activities and post construction activities for NPDES Stormwater compliance with Federal, State, and City requirements.

**EXHIBIT B
SCHEDULE OF COMPENSATION RATES**

Project Director: \$190 - \$240

Project Manager: \$150 - \$210

Project Engineer: \$125 - \$195

Technical Support: \$75 to \$130

Administration: \$75- \$100

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

The City will request land development plan checking services and NPDES Stormwater development compliance on an as-needed basis, until the expiration of the service agreement

P5260028002

20100101Y00A



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
08/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 0757776 RUB International Insurance Services Inc. P.O. Box 4047 Concord, CA 94524	1-800-877-4560 CONTACT NAME: PHONE (A/C No. Ext): 925 609-6500 FAX (A/C No.): 925 609-6550 E-MAIL ADDRESS:														
INSURED Harris & Associates Inc. Attn: Susan Mandilag 1401 Willow Pass Road, Suite 500 Concord, CA 94520	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Citizens Insurance Company of America</td> <td></td> </tr> <tr> <td>INSURER B: Navigators Specialty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Co of Amer.</td> <td></td> </tr> <tr> <td>INSURER D: Continental Casualty Company</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Citizens Insurance Company of America		INSURER B: Navigators Specialty Insurance Company		INSURER C: Travelers Property Casualty Co of Amer.		INSURER D: Continental Casualty Company		INSURER E:		INSURER F:	
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INSURER D: Continental Casualty Company															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 47537138

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Ded: 0 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC		ZBF9201722 07	08/01/16	08/01/17	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED ☒ RETENTIONS 0		LA16EXC712701IC	08/01/16	08/01/17	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	PJUB8166N36A16 *	08/01/16	08/01/17	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Per Claim 5,000,000 Aggregate 10,000,000 Ded. Each Claim 150,000
D	PROFESSIONAL LIABILITY Claims-Made		AEH591891588	08/01/16	08/01/17	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

* Workers Compensation policy excludes monopolistic states ND, OH, WA, WY.

General Liability Additional Insured status granted, if required by written contract/agreement, per attached forms MAN-0426 0715 & MAN-0427 0715.

City, its elected or appointed officials, boards, agencies, officers, agents, employees & volunteers are additional insureds under General Liability if required by a written contract

RE: As-needed Plan Checking and NPDES compliance services (HA #1600190)

CERTIFICATE HOLDER

160-0190 (2020)

City of Morgan Hill

 Risk Management
 17575 Peak Ave.

Morgan Hill, CA 95037

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

 ACORD 25 (2010/05)
 dgarcia
 47537138

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Attachment: Harris & Associates agreements [Revision 2] (1629 : THIRD AMENDMENT TO HARRIS & ASSOCIATES AGREEMENT)

ENV 19611

2 OF 4 F

POLICY NUMBER: ZBF9201722 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION**

MAN-0426 07/15

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket as Required By Written Contract	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY NUMBER: ZBF9201722 07

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Person Or Organization:

BLANKET WITH WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV - Conditions:We waive any right of recovery we may have against
the person or organization shown in the Schedule
above because of payments we make for injury or
damage arising out of your ongoing operations or
"your work" done under a contract with that person
or organization and included in the "products-
completed operations hazard". This waiver applies
only to the person or organization shown in the
Schedule above.

Page 1 of 1

CG 24 04 05 09

© Insurance Services Office, Inc., 2008

0146

POLICY NUMBER: ZBF9201722 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS**

MAN-0427 07/15

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket as Required By Written Contract	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY NUMBER: ZBF9201722 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

(1) Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (a) For the sole negligence of the Additional Insured;
- (b) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (c) When (2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in (3) below.

(2) Excess Insurance

- (a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property

damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

- (b) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (c) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (ii) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

(3) Method Of Sharing

- (a) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
- (b) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER: (PJUB-8166N36-A-16)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER.

DATE OF ISSUE: 07-28-16

ST ASSIGN:



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
07/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Sponsored Programs a division of Marsh USA, Inc. PO Box 14404 Des Moines, IA 50306-9686	CONTACT NAME: PHONE (A/C No. Ext.): 1-877-320-9393 FAX (A/C No.): 515-365-0895 E-MAIL ADDRESS: riskmanagement@marshpm.com Vendor ID: 31459
INSURED HARRIS & ASSOCIATES 1401 Willow Pass Road, Ste 500 Concord, CA 94520	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company NAIC # 24147 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X X	L100554-16	08/01/2016	08/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: 1XL1

Policy provides protection for any & all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory.
 RE: As-needed land development plan checking services
 Additional Insured: The City, its elected officials, boards, agencies, officers, agents, employees and volunteers.

CERTIFICATE HOLDER

121-0578 (2015)
 City of Morgan Hill
 Karen Nelson
 Community Development Agency
 17575 Peak Avenue
 Morgan Hill, CA 95037

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM**Schedule**

Any person(s) or organization(s) as required by written contract or agreement.

1. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to include the person(s) or organization(s) designated in the Schedule above but only for damages:
 - a. Which are covered by this insurance; and
 - b. Which you have agreed to provide in a written contract.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide, or
 - b. The limits of insurance of this policywhichever is less.

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Harris & Associates

Endorsement Effective Date: 08/01/2015

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

All persons or organizations as required by written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against
Others To Us condition does not apply to the
person(s) or organization(s) shown in the Schedule,
but only to the extent that subrogation is waived prior
to the "accident" or the "loss" under a contract with
that person or organization.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED/DESIGNATED INSURED AMENDMENT - PRIMARY AND
NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract.

WHO IS AN INSURED (SECTION II) is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organizations(s).



CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

PREPARED BY: Angie Gonzalez, Council Services Assistant

APPROVED BY: City Manager

ADOPT ORDINANCE AMENDING CHAPTER 8.20 (“WEED ABATEMENT”) OF TITLE 8 (“HEALTH AND SAFETY”) OF THE MORGAN HILL MUNICIPAL CODE

RECOMMENDATION(S)

Waive the reading, adopt Ordinance No. 2268, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety

Protecting the Environment

Maintaining Fiscal Responsibility

REPORT NARRATIVE:

On February 7, 2018, the City Council introduced Ordinance No. 2268 New Series, by the following roll call vote: AYES: Carr, Constantine, Robinett Jachimowicz, Spring, Tate; NOES: None; ABSTAIN: None; ABSENT: None.

If adopted, this ordinance will establish an administrative hearing process that will determine the final charges relating to the City’s hazardous vegetation abatement program. The proposed ordinance only changes this last step in the annual process and does not affect the notification or inspection aspects of the program. The intended net result is a process that is more open and informal that should provide property owners with a better opportunity to understand the program charges proposed to be imposed upon their property.

COMMUNITY ENGAGEMENT: Inform

Staff will inform property owners about any changes in the process for the 2018 program.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Considering hazardous vegetation program charges is an annual activity of the Council. After the Council’s last public hearing, staff was asked to develop options for an

administrative process. The Council considered options and instructed staff to develop the attached ordinance which implements the Council's selected approach.

FISCAL AND RESOURCE IMPACT:

There are no significant fiscal impacts anticipated from the ordinance and no adjustment to the adopted budget is requested. Administering the current program is included in the work program of the Community Services and Fire Departments. Convening a prehearing will create a small amount of additional work that can be absorbed into the workloads of existing staff.

CEQA (California Environmental Quality Act):

Not a project.

Since this item relates solely to an administrative process of the City and will not impact nor result in physical changes to the environment, it is not a project in accordance with the CEQA Guidelines.

LINKS/ATTACHMENTS:

1. Ordinance 2268 Hazardous Vegetation

ORDINANCE NO. 2268, NEW SERIES

AN ORDINANCE OF THE CITY OF MORGAN HILL AMENDING CHAPTER 8.20 (“WEED ABATEMENT”) OF TITLE 8 (“HEALTH AND SAFETY”) OF THE MORGAN HILL MUNICIPAL CODE

WHEREAS, The abatement of weeds is an essential fire prevention measure required to protect the health and safety of Morgan Hill residents; and

WHEREAS, The City has cooperatively administered a weed abatement program with the County of Santa Clara for decades; and

WHEREAS, The City Council has determined that an administrative hearing is an appropriate forum to answer questions or consider protests of weed abatement program charges; and

WHEREAS, This ordinance will codify the changes needed in the Morgan Hill Municipal Code to utilize an administrative hearing in the future to answer questions and consider protests of weed abatement program charges.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE CITY COUNCIL OF THE CITY OF MORGAN HILL, CALIFORNIA DOES ORDAIN AND ENACT AS FOLLOWS:

Section 1. Declaration of Purpose and Intent.

The purpose of this Ordinance is to amend Chapter 8.20 of the City of Morgan Hill Municipal Code to specify that an administrative hearing shall be used to consider protests of weed abatement program charges instead of a City Council Public Hearing; and to amend the Municipal Code to clearly and officially allow the City to use a contracted program administrator as has been the City’s practice.

Section 2. CEQA Exemption

The city finds that this Ordinance and actions taken hereafter pursuant to this Ordinance are categorically exempt from environmental review under the California Environmental Quality Act pursuant to California Code of Regulations, Title 21, Section 15304(i) (Minor Alterations to Land – Fuel Management Activities)

Section 3. Chapter 8.20 (“Weed Abatement”) of Title 8 (“Health and Safety”) of the Morgan Hill Municipal Code is hereby amended in its entirety to read as follows:

“Chapter 8.20 - WEED ABATEMENT

8.20.010 - Weeds defined.

8.20.020 - Duty to remove.

8.20.030 - Council resolution declaring nuisance.

8.20.040 - Notice to destroy weeds—Form.

8.20.050 - Order to abate nuisance.

8.20.060 - Account and report of cost.

8.20.070 - Posting and publishing notice of report.

8.20.080 - Notification of property owner.

8.20.090 - Owner to notify city of improvements.

8.20.100 - Hearing and confirmation.

8.20.110 - Collection of assessment.

8.20.120 - Weed Abatement Program.

8.20.010 - Weeds defined. "Weeds," as used in this chapter, means all weeds growing upon streets, alleys, sidewalks or private property in the city and includes any of the following:

- A. Weeds which bear or may bear seeds of a downy or wingy nature;
- B. Weeds and indigenous grasses which may attain such large growth as to become, when dry, a fire menace to adjacent improved property;
- C. Weeds which are otherwise noxious or dangerous;
- D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health;
- E. Accumulation of garden refuse, cuttings and other combustible trash.

8.20.020 - Duty to remove.

Every property owner shall remove or destroy such weeds from his/her property, and in the abutting half of any street or alley between the lot lines as extended. No owner, agent, lessee or other person occupying or having charge or control of any building, lot or premises within the city shall permit weeds to remain upon the premises, or public sidewalks or streets or alleys between such premises and the centerline of any public street or alley.

8.20.030 - Council resolution declaring nuisance.

Whenever any such weeds are growing upon any private property or properties or in any street or alley within the city, the city council shall pass a resolution listing those properties with weeds thereon, and the owners thereof, declaring this condition to be a nuisance and ordering the chief of the fire department or designee, who may be a contracted program administrator, to give notice of the passage of such resolution by posting and publication in the manner and for the time set forth in this chapter, and stating therein that, unless such nuisance is abated without delay by the destruction or removal of such weeds, the work of abating such nuisance will be done by city authorities or by a contractor or subcontractor employed to do so by the city; and the expense thereof assessed upon the lots and lands from which, and/or in the front and rear of which, such weeds shall have been destroyed or removed. Such resolution shall fix the time and place for hearing any objections to the proposed destruction or removal of such weeds.

8.20.040 - Notice to destroy weeds—Form.

The notice shall be in substantially the following form:

Notice to Destroy Weeds

NOTICE IS HEREBY GIVEN that on _____, pursuant to the provisions of Section 8.20.030 of the Morgan Hill Municipal Code ("MHMC"), the City Council of the City of Morgan Hill ("City") passed a resolution declaring that all weeds growing upon any private property or in any public street or alley, as defined in MHMC Section 8.20.010, constitutes a public nuisance, which nuisance must be abated by the destruction or removal thereof.

NOTICE IS FURTHER GIVEN that property owners shall, without delay, remove all such weeds from their property, and the abutting half of the street in front and alleys, if any, behind such property, and between the lot lines thereof as extended, or such weeds will be destroyed or removed and such nuisance abated by City authorities or the City's contracted administrator, in which case the cost of such destruction or removal will be assessed upon the lots and lands from which, or from the front or rear of which, such weeds shall have been destroyed or removed; and such cost will constitute a lien upon such lots or lands until paid, and will be collected upon the next tax roll upon which general municipal taxes are collected. All property owners having any objections to the proposed destruction or removal of such weeds are hereby notified to attend a meeting of the City Council of the City, to be held in the Council Chambers located at 17555 Peak Avenue, Morgan Hill on _____, at _____ A./P.M., when and where their objections will be heard and given due consideration.

Dated this _____ day of _____, 20 _____

Chief of Fire Department

City of Morgan Hill

8.20.050 - Order to abate nuisance.

The council shall by resolution order the chief of the fire department or designee to abate such nuisance, or cause the same to be abated, by having the weeds referred to, destroyed or removed by cutting, digging, chemical spraying or any other method as may be determined by the chief of the fire department or designee. The chief of the fire department and his/her deputies, assistants, employees, contracting agents, or other representatives are expressly authorized to enter upon private property for that purpose. Any property owner shall have the right to destroy or remove such weeds himself/herself or have the same destroyed or removed at his/her own expense; provided, that such weeds shall have been removed prior to the arrival of the chief of the fire department or his/her authorized representatives to inspect for or remove them.

8.20.060 - Account and report of cost.

The chief of the fire department or his/her designee shall keep an account of the cost of abating such nuisance and embody such account in a report and assessment list to the city. Such report shall refer to each separate lot or parcel of land by description sufficient to identify such lot or parcel, together with the expense proposed to be assessed against each separate lot or parcel of land. The expense shall include any additional charges necessary to pay for the costs of administering the program.

8.20.070 - Posting and publishing notice of report.

The city clerk shall post copies of such report and assessment list on the bulletin board located at the Council Chamber at 17555 Peak Avenue, Morgan Hill, together with the notice of the posting thereof, and of the time and place when and where it will be submitted to the administrative hearing officer for hearing and confirmation, notifying property owners that they may appear at such time and place and object to any matter contained therein. A like notice shall also be published twice in a newspaper of general circulation, published, and circulated within the city. The posting and first publication of such notice shall be made and completed at least ten days before the time such report shall have been submitted to the administrative hearing officer. The notice, as so posted and published, shall be substantially in the following form:

Notice of Hearing on Report and Assessment for Weed Abatement

NOTICE IS HEREBY GIVEN that on _____, the chief of the fire department of the City of Morgan Hill ("City"), filed with the City a report and assessment on abatement of hazardous vegetation within the City, copies of which are posted on the bulletin board in the front office of the Council Chambers at 17555 Peak Avenue, Morgan Hill, California.

NOTICE IS FURTHER GIVEN that on _____, at the hour of _____ A./P.M., in the _____ located at _____ said report and assessment list shall be presented to the Administrative Hearing Officer for consideration and confirmation, and that any and all persons interested, having any objections to said report and assessment list, or to any matter or thing contained herein, may appear at said time and place and be heard.

Dated this _____ day of _____, 20 _____.

City Clerk
City of Morgan Hill

8.20.080 - Notification of property owner.

A. In addition to the posting and publication required by Section 8.20.070 of this chapter, an additional notice entitled "Notice to Destroy Weeds" in words not less than one inch in height shall be conspicuously posted in front of the property on which or in front of which the nuisance exists, or if the property has no frontage upon any street or highway, then upon the portion of the property nearest to the street or public right-of-way, and most likely to give actual notice to the owner. Beneath the words "Notice to Destroy Weeds" shall be a reference in smaller print to the resolution passed pursuant to Section 8.20.030 of this chapter.

B. As an alternate to actual posting of the property as set forth in subsection A of this section, the chief of the fire department or designee may mail by first-class mail, a copy of the notice provided for in Section 8.20.070 of this chapter, to the property owner on whose property the nuisance exists. "Property owner" means the person or persons to whom the land in question is assessed in the last equalized county assessment roll available on the date of the resolution of the city council was passed pursuant to Section 8.20.030 of this chapter. The posting or mailing shall be done ten days before the hearing date before the city council. Service by mail shall be deemed complete at the time of deposit in the U.S. mail.

C. In circumstances where no valid mailing address can be located, a copy of the notice provided for in Section 8.20.070 of this chapter shall be posted on the property in a conspicuous place at or near the entrance to such property. In addition, the " the notice provided for in Section 8.20.070 of this chapter shall be mailed by certified mail with return receipt requested to the last known address of the owner and current occupant of the property (if such can be ascertained).

D. The failure of the property owner to receive such notice shall not affect the validity of the proceedings under this chapter.

8.20.090 - Owner to notify City of improvements.

A. The owner, agent, lessee or other person occupying or having charge or control of any building, lot or premises within the city who permits weeds to remain on the premises in violation of Section 8.20.020 of this chapter, shall give written notice to the fire chief or his/her identified designee of any improvements which have been placed on the premises. The notice shall include all subsurface improvements, together with all surface improvements for which a building permit has not been issued, including, but not necessarily limited to, boundary and survey markers, pipes and accessories, crops, and plantings.

B. The notice of improvement shall be submitted each year not later than thirty days subsequent to the time set forth the hearing, pursuant to Section 8.20.040 of this chapter, by the owner, agent, lessee or other person occupying or having charge or control of any building, lot or premises.

C. The failure to give such notice shall constitute a waiver of any right for damages resulting from injury to such improvements resulting from the acts of the City and its authorized representative who enters upon such property to remove or destroy weeds. This section shall not be construed to subject the city or its representatives to any liability where none should exist, in the absence of these provisions.

8.20.100 - Hearing and confirmation.

A. At the time and place fixed for receiving and considering such report, the administrative hearing officer shall hear the same together with any objections which may be raised by any of the property owners liable to be assessed for the work of abating such nuisance, and the chief of fire department or his/her designee shall attend such meeting with his/her record thereof, and upon such hearing, the administrative hearing officer may make such modifications in the proposed assessment therefor as he/she may deem necessary, after which such report and assessment list shall be confirmed

B. The amount of the cost of abating such nuisance upon, or in the front or rear of, the various lots or parcels of land respectively referred to in such report, shall constitute special assessments against such respective lots or parcels of land, and after thus made and confirmed, shall constitute a lien on such property for the amount of such assessments, until paid.

8.20.110 - Collection of assessment.

A. The director of finance or designee shall cause the amount of the assessment to be entered on the city assessment roll opposite the description of the particular property, and the amount shall be collected together with all other taxes thereon upon the property. Thereafter, such amounts shall be collected at the same time and in the same manner as general city taxes are collected and shall be subject to the same penalties and interest, and the same procedure and sale in case of delinquency as provide for city taxes. All laws and ordinances applicable to the levy, collection, and enforcement of city taxes are made applicable to such special assessment.

B. The property owner has the option, if he/she so desires of paying the assessment directly to the collector's office before the entry on the assessment roll.

8.20.120 - Weed Abatement Program.

Upon passage of the resolution by city council under section 8.20.030 of this chapter, the property owner shall be placed into the city's Weed Abatement Program. Once in the Weed Abatement Program, a property owner is only removed from the Program once one of the following conditions occurs: 1) the property is determined, during an inspection, to be free of weeds as defined in this chapter for three (3) consecutive years, 2) the property is developed or landscaped to remove the threat of weeds as defined by this chapter, or 3) the city council determines, at a public hearing confirming the properties to be included in the program as held in conformance with section 8.20.070, that the property owner should be removed from the Program.

Section 4. Severability

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

Section 5. Effective Date; Posting.

This ordinance shall take effect on March 24, 2018. 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 7TH DAY OF FEBRUARY 2018, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 21ST DAY OF FEBRUARY 2018, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

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

APPROVED:

STEVE TATE, Mayor

ATTEST:

IRMA TORREZ, City Clerk

DATE: _____

Effective March 24, 2018

❧ 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. 2268, New Series, adopted by the City Council of the City of Morgan Hill, California at its regular meeting held on the 21st day of February 2018.

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

DATE: _____

IRMA TORREZ, City Clerk

Attachment: Ordinance 2268 Hazardous Vegetation (1631 : Adopt Ordinance 2268 Hazardous Vegetation)



CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

PREPARED BY: Anthony Eulo, Program Administrator
APPROVED BY: City Manager

FIRST AMENDMENT TO NEW CINGULAR WIRELESS PCS PROPERTY USE AGREEMENT

RECOMMENDATION(S)

Authorize the City Manager to Execute the First Amendment to New Cingular Wireless PCS's Property Use Agreement.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility

2018 Strategic Priorities

Regional Initiatives

REPORT NARRATIVE:

The City of Morgan Hill has allowed cellular installations at the City's communications facility on the western slope of El Toro since 1988. Currently, New Cingular Wireless (dba AT&T Wireless) has a cell tower on El Toro adjacent to antennae installations operated by the City and Valley Transportation Agency. New Cingular's current agreement for the site expires on May 21, 2019. With the end of the agreement coming in a year, New Cingular has approached the City to ask for an extension. After a series of negotiations during the past year, the following deal points are proposed:

- ☐ Renewal Term: 10 years with a new expiration date of May 21, 2029;
- ☐ Compensation: Immediate increase in annual site rent from \$45,378 to \$50,000.

With a time extension, New Cingular will have stability at the site and can invest in improvements that will enhance telecommunications services in the community. As the proposed amendment will increase City revenues and potentially improve services, staff recommends approval of the attached First Amendment to the Agreement.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the recommended contract amendment.

ALTERNATIVE ACTIONS:

The Council could decline to approve the Amendment and provide direction to staff on alternative negotiation parameters or direction on decommissioning the site as a cell tower location.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

New Cingular's predecessor's first installation at the facility on El Toro was approved in

1988. The City's current agreement with New Cingular was approved by the City Council in 2004. A very similar amendment providing a rent increase and time extension for a different company at a different location (Crown Castle on Nob Hill) was approved by the City Council on February 15, 2017.

FISCAL AND RESOURCE IMPACT:

Without this Amendment, the City's income from the agreement will be \$45,378 in Fiscal Year 2017/2018. With execution of the Amendment, the City's rental income for Fiscal Year 2017/2018 will be increased by \$4,622 to \$50,000. This is income that is credited to the Park Maintenance Fund and used to fund park maintenance services. Revenue will increase by 3% annually and, by the end of the proposed term of the agreement, annual revenue will exceed \$69,000.

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

CEQA (California Environmental Quality Act):

Not a Project

This Amendment is an administrative action that is not a project under the CEQA Guidelines. Any additional facilities located on the site will need to obtain Conditional Use Permits and will engage in the CEQA process at that time.

LINKS/ATTACHMENTS:

1. ATT First Amendment Partially Executed

**FIRST AMENDMENT TO AGREEMENT
NEW CINGULAR WIRELESS PCS, LLC, d/b/a AT&T WIRELESS (CNU3263 / CCL03263)**

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

RECITALS

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

1. This FIRST AMENDMENT is entered into based upon City of Morgan Hill City Council approval on February 21, 2018.
2. The CITY and COMPANY entered into that "Property Use Agreement" made as of May 20, 2004, for the granting to the COMPANY the right to use certain portions of El Toro Mountain ("AGREEMENT"). The AGREEMENT is attached as Exhibit "A" to this FIRST AMENDMENT.
3. Section 17 of the AGREEMENT provides for the transfer or assignment of the rights provided to COMPANY in the AGREEMENT to a successor in interest. BAY AREA CELLULAR TELEPHONE COMPANY has undergone mergers and reorganization and NEW CINGULAR WIRELESS PCS, LLC is the legal entity that is now the successor in interest.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

- A. Section 2, Paragraph B shall be deleted and replaced in its entirety by the following:

"B. Option to Extend

Effective as of May 20, 2018, COMPANY shall have the option to extend the term of this AGREEMENT beyond the initial term described herein for four additional five (5) year periods on the same terms, covenants and conditions that are contained in this AGREEMENT; CITY shall increase the USE CHARGE during the option period in the manner as provided in Section 3B below. **COMPANY shall exercise its option to extend this AGREEMENT, if at all; by providing CITY with a written notice that COMPANY intends to exercise its option no later than one hundred and eighty (180) days prior to the EXPIRATION DATE.**

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

"A. Charge and Payment

Commencing upon May 20, 2018, the USE CHARGE shall increase to the sum of

\$50,000 per year which is subject to subsequent annual adjustment as provided below.

The USE CHARGE shall be due and payable in full on each anniversary of the EFFECTIVE DATE ("Anniversary Date") without offset, in advance. COMPANY shall make all payments to CITY at the following address:

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

Initial payment by COMPANY for adjustments made for addition of antennae, pursuant to Exhibit E shall be due and payable at the address set forth above on the date CITY approves placement of said additional antennae on the ANTENNA FACILITIES, and shall be prorated to reflect the remainder of the year of the Term ("Term Year"). CITY shall reimburse COMPANY for Adjustments reflecting removal of antenna(e) no later than sixty (60) days after COMPANY notifies CITY in writing of the completion of such removal. Adjustments to reflect removal of antenna(e) shall be prorated to reflect the portion of the Term Year remaining after CITY receives said written notice of such removal."

C. Section 15 shall be deleted and replaced in its entirety by the following:

"SECTION 15. NOTICES.

Except as otherwise specifically set forth and allowed under this AGREEMENT, all notices, requests, demands and communications herein required to be given or which may be given by either party to the other shall be deemed to have been fully given when served personally on CITY or COMPANY, or when made in writing and given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

To CITY: City Manager
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

With a copy to: Office of the City Attorney
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

To COMPANY: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site No.: CNU3263/CCL03263; Cell Site Name: Morgan Hill (CA)
Fixed Asset No.: 10095723
575 Morosgo Drive
Atlanta, GA 30324

With a required copy of the notice sent to:

New Cingular Wireless PCS, LLC
 AT&T Legal Department - Network
 Attn: Network Counsel
 Re: Cell Site No.: CNU3263/CCL03263; Cell Site Name: Morgan Hill (CA)
 Fixed Asset No.: 10095723
 208 South Akard Street
 Dallas, TX 75202-4206

Either party may change its address for notice by notifying the other party in the manner provided in this Paragraph.”

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

“EXHIBIT E

RATE SCHEDULE

**Charges For Attachment Of Telecommunication Antennas/Equipment
 To City Of Morgan Hill-Owned Properties**

The rates noted below are for Fiscal Year 2017-18 ending June 30, 2018; rates increase annually by 3%. The USE CHARGE shall be further adjusted as described in Section 3.B if COMPANY exercises its options to extend this AGREEMENT, as provided for in Section 2.B.

9 - 11 antennae and/or foundation/surface area containing equipment or cabinet is 150 to 300 square feet	\$50,000 per annum
12 to 14 antennae and/or foundation/surface area containing equipment or cabinet is 301 to 450 square feet	\$60,000 per annum
15 antennae and/or foundation/surface area containing equipment or cabinet is 451 to 650 square feet	\$70,000 per annum
Requests for facilities containing more than 15 antennae and/or foundation/surface area containing equipment in excess of 650 square feet shall be reviewed and priced on a case-by-case basis”	

Attachment: ATT First Amendment Partially Executed (1632 : ATT Amendment)

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

ATTEST:

CITY OF MORGAN HILL

City Clerk

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

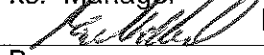
City Manager

Date: _____

NEW CINGULAR WIRELESS PCS, LLC,

By: AT&T Mobility Corporation

Its: Manager



Michael Guibord

By: _____ Director

Title: _____ Construction & Engineering

Print Name and Title of Signer.

Date: _____

2/5/18

Attachment: ATT First Amendment Partially Executed (1632 : ATT Amendment)

Exhibit A

04202

**NON-EXCLUSIVE INSTALLATION AND PROPERTY USE AGREEMENT BETWEEN
THE CITY OF MORGAN HILL AND AT&T WIRELESS**

This NON-EXCLUSIVE INSTALLATION AND PROPERTY USE AGREEMENT is made and entered into by and between the CITY OF MORGAN HILL, a municipal corporation ("CITY"), and BAY AREA CELLULAR TELEPHONE COMPANY, d/b/a AT&T WIRELESS, a California general partnership, ("COMPANY"), upon execution by CITY ("EFFECTIVE DATE").

RECITALS

WHEREAS, CITY is the owner of that certain real property located at El Toro Hill, Assessor's Parcel Number 773-9-15, Santa Clara County, Morgan Hill, California, more particularly described on the "Property Description," attached hereto as Exhibit A and incorporated herein by this reference ("PROPERTY"); and

WHEREAS, COMPANY has constructed and installed at no cost to CITY certain telecommunications facilities and appurtenant structures on PROPERTY owned by CITY to provide its services, which services are more particularly described in Exhibit B, attached hereto and incorporated herein, ("SERVICES") in and around CITY, and,

WHEREAS, in order to provide SERVICES, COMPANY desires to obtain from CITY and CITY desires to grant to COMPANY the right to use certain portions of the PROPERTY, which portions are further described in Exhibit C (the "LICENSED AREAS"), which is attached hereto and incorporated herein, for the purposes of installing, maintaining and operating a telecommunication facility and associated equipment to provide SERVICES, which antenna and associated equipment are more particularly described on the "Telecommunications Facility Description" attached hereto as Exhibit D and incorporated herein ("TELECOMMUNICATIONS FACILITY"); and

WHEREAS, CITY desires to have the SERVICES available in CITY in accordance with the terms and conditions contained in this AGREEMENT.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RIGHT TO USE CITY PROPERTY.

A. Right to Use. CITY hereby grants COMPANY the right to use the LICENSED AREA on a non-exclusive basis, for the purpose of installing, maintaining and operating the TELECOMMUNICATIONS FACILITY to provide SERVICES and for no other purpose.

Attachment: ATT First Amendment Partially Executed (1632 : ATT Amendment)

B. Access.

1. COMPANY will be given reasonable access to the LICENSED AREA between the hours of 6:00 a.m. and 6:00 p.m. to repair or maintain the LICENSED AREA, including the telecommunications facility, antennas, and associated equipment, provided COMPANY provides CITY with at least one (1) hour verbal notice of the times that COMPANY will need access to that portion of the LICENSED AREA located on the PROPERTY. Such notice will be given to the Police Support Services Supervisor, or his/her designee. To obtain access to the site, a COMPANY employee or authorized vendor must obtain a key to the LICENSED AREA on the PROPERTY by appearing at the Police Department, located at 17605 Monterey Road, and providing proper identification to the Police Support Services Supervisor, or his/her designee.

2. If COMPANY desires access to the site for the purposes of construction, demolition, or any repair that requires more than two vehicles and more than eight (8) hours of on-site work, COMPANY will be given reasonable access provided COMPANY provides CITY with at least five (5) days prior written notice of the times that COMPANY will need access to that portion of the LICENSED AREA located on the PROPERTY and at least forty-eight (48) hours' actual prior oral notice to CITY of the times that COMPANY will need access to any other portion of the LICENSED AREA or PROPERTY. The CITY'S Senior Building Inspector/Facilities Maintenance Coordinator shall be CITY'S contact for these purposes, unless CITY otherwise indicates in writing. To obtain access to the site, a COMPANY employee or authorized vendor must obtain a key to the LICENSED AREA on the PROPERTY by appearing at the Police Department, located at 17605 Monterey Road, and providing proper identification to the Police Support Services Supervisor, or his/her designee.

3. If an emergency repair of the LICENSED AREA, including the telecommunications facility, antennas, and associated equipment is necessary, COMPANY may be allowed reasonable access to the LICENSED AREA between 6:00 p.m. and 6:00 a.m., provided that COMPANY obtains the Police Support Services Supervisor's prior permission to enter the LICENSED AREA.

The CITY shall provide COMPANY with the phone number of the Police Support Services Supervisor, which number shall permit contact with the Police Support Services Supervisor, or his/her designate, twenty-four hours per day.

4. COMPANY shall allow a representative of the CITY to observe any repair, maintenance or removal work performed at the LICENSED AREA or any other portion of the PROPERTY.

C. Relocation and Removal.

1. During the first two terms of this agreement, CITY may require relocation of the TELECOMMUNICATIONS FACILITY once per term, at the COMPANY'S

sole expense, to a location designated by CITY, provided that CITY shall provide COMPANY 90 days written notice in which to prepare plans and submit applications to acquire required building permits, land use approvals, FCC approvals, and any other relevant consent from agencies of pertinent jurisdiction. COMPANY shall commence construction of such required relocation within thirty days of receiving all required CITY, state and federal approvals. COMPANY shall have completed construction of the relocated facilities and the repair or restoration of its vacated leased premises within ninety days of commencement, as evidenced by final sign-off from all permitting agencies. COMPANY may, if requested a second time to relocate, elect to terminate this agreement by giving CITY twelve months' notice within 30 days of receiving formal notification of such second request to relocate.

Thereafter, throughout the remaining term of this AGREEMENT, CITY may at its own expense, require relocation of the antennas to a location designated by CITY, provided that CITY shall provide COMPANY notice as specified above

If relocation is from the defined PROPERTY to a new site, COMPANY may elect to terminate this agreement by giving CITY twelve months' notice within 30 days of receiving formal notification of the required relocation from the current property to the new. If COMPANY elects to move to the new property, a new use agreement shall be required at that time.

2. Failure by COMPANY to relocate the TELECOMMUNICATIONS FACILITY in accordance with Section 1.C.1 above shall constitute a material breach of this agreement and CITY may, at its sole discretion, take steps to terminate this agreement in accordance with the provisions of Section 7.A below. Effective no earlier than seven days after notice to COMPANY of termination, CITY may remove any of COMPANY'S equipment or improvements to the property.

D. Title to the TELECOMMUNICATIONS FACILITY.

Title to the TELECOMMUNICATIONS FACILITY, subject to the terms of this AGREEMENT, shall be and remain with COMPANY while the TELECOMMUNICATIONS FACILITY is installed and maintained at the PROPERTY, as long as COMPANY is in accordance and compliance with all of the terms of this AGREEMENT.

E. Title to Improvements to the PROPERTY.

Title to the improvements to the PROPERTY, or LICENSED AREA required for approval for the placement of the TELECOMMUNICATIONS FACILITY, including buildings or other structures placed thereon, shall revert to and remain with CITY upon termination of the use agreement. Title to all equipment installed for purposes of

operating and providing wireless communications services pursuant to this Agreement shall be and remain with COMPANY.

Notwithstanding any of the foregoing, improvements installed at the PROPERTY by COMPANY for provision of SERVICE shall be for the exclusive use of, and under the exclusive control of COMPANY, subject to the provisions in Section 1G and Section 7 throughout the term of this AGREEMENT.

F. No Warranties of Suitability of PROPERTY.

It is COMPANY'S election to install and maintain the TELECOMMUNICATIONS FACILITY at the PROPERTY and COMPANY does so solely at its own risk. CITY makes no representations or warranties regarding the suitability, condition or fitness of the PROPERTY for the installation, maintenance or use of the TELECOMMUNICATIONS FACILITY.

G. Right of CITY Access.

1. CITY reserves, and COMPANY agrees to, the right of CITY, its authorized officers, employees, agents or contractors, to enter into and access the LICENSED AREA and the PROPERTY at any time. Without limiting the foregoing, CITY and COMPANY agree that CITY may inspect the PROPERTY, LICENSED AREA and TELECOMMUNICATIONS FACILITY for COMPANY'S compliance with the terms of this AGREEMENT. In an emergency, the CITY may make repairs, alterations or additions to the PROPERTY or LICENSED AREA or maintain or use the PROPERTY or LICENSED AREA in any manner not prohibited by the terms of this AGREEMENT, all without a claim by COMPANY for any loss of occupation or use of, or any abatement of, the USE CHARGE for use of the LICENSED AREA. The CITY has the sole discretion to reasonably determine what constitutes an emergency situation, in accordance with Section 14.C. of this agreement.

2. Notwithstanding any of the foregoing, CITY may enter into COMPANY'S equipment building only upon a minimum of 24 hours' telephonic notice to COMPANY'S Network Operations Center at (800) 832-6662, subject to the emergency provisions of Section 14.C of this agreement.

3. Notwithstanding any of the foregoing, CITY shall make all prudent, good faith efforts to notify COMPANY when a declared emergency situation has ceased to exist. The CITY shall restore, within a reasonable time period, any aspect of the LICENSED AREA or of the TELECOMMUNICATIONS FACILITIES modified under authority of the emergency provisions of this agreement to the configuration existing immediately prior to CITY'S declaration that a state of emergency existed unless such configuration is impractical due to the emergency conditions.

SECTION 2. TERM.

A. Initial Term.

The term of this AGREEMENT shall commence on the EFFECTIVE DATE set forth above, and shall continue for five (5) years, expiring at 11:59 p.m. on the fifth anniversary of said EFFECTIVE DATE ("EXPIRATION DATE"), unless earlier terminated as pursuant to the terms of this AGREEMENT.

B. Option to Extend.

COMPANY shall have the option to extend the term of this AGREEMENT beyond the initial term described herein for two additional five (5) year period on the same terms, covenants and conditions that are contained in this AGREEMENT; CITY shall increase the USE CHARGE during the option period in the manner as provided in Section 3B below. **COMPANY shall exercise its option to extend this AGREEMENT, if at all; by providing CITY with a written notice that COMPANY intends to exercise its option no later than one hundred and eighty (180) days prior to the EXPIRATION DATE.**

SECTION 3. USE CHARGE.

A. Charge and Payment.

Commencing upon the EFFECTIVE DATE, COMPANY shall pay CITY the sum of \$24,960 per year calculated in accordance with the CITY'S Rate Schedule as shown in Exhibit E, which is subject to annual adjustment as provided below ("USE CHARGE").

The USE CHARGE shall be due and payable in full on the each anniversary of the EFFECTIVE DATE ("Anniversary Date") without offset, in advance. COMPANY shall make all payments to CITY at the following address:

City of Morgan Hill
Finance Department
17555 Peak Avenue
Morgan Hill, California 95037

Initial payment by COMPANY for adjustments made for addition of antennae, pursuant to Exhibit E shall be due and payable at the address set forth above on the date CITY approves placement of said additional antennae on the ANTENNA FACILITIES, and shall be prorated to reflect the remainder of the year of the Term ("Term Year"). CITY shall reimburse COMPANY for Adjustments reflecting removal of antenna(e) no later than sixty (60) days after COMPANY notifies CITY in writing of the completion of such removal. Adjustments to reflect removal of antenna(e) shall be

prorated to reflect the portion of the Term Year remaining after CITY receives said written notice of such removal.

B. Adjustment of USE CHARGE.

1. The USE CHARGE shall be increased annually by 3%. If COMPANY exercises its option to extend this agreement, as provided for in Section 2B, the base USE CHARGE shall be adjusted by the five-year percentage change which occurred in the Consumer Price Index (All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics for All Consumers for the San Francisco-Oakland-San Jose Metropolitan area (hereinafter "CPI"), between the year in which this AGREEMENT commenced, and the year in which the second term begins, to the extent the change in CPI in that time period is greater than the annual 3% increase. The base USE CHARGE shall not be adjusted at the beginning of the second term if the 5-year change in CPI is less than the annual 3% increase. The USE CHARGE will increase annually by 3% for each year of the second term, and if the COMPANY exercises its option to extend this agreement for a third term (and fourth, if we agree to go up to 4), the base USE CHARGE shall be adjusted by the five-year percentage change in CPI as described above. At no time shall the base USE CHARGE be reduced. The percentage change in the CPI shall be calculated by a fraction, the denominator of which is the CPI in effect as of the calendar month fourteen (14) full months prior to the adjustment date, and the numerator of which is the CPI in effect two (2) full months prior to the adjustment date. If the Department of Labor discontinues publishing the index mentioned above, CITY may use a comparable index to calculate the percentage change in the CPI.

2. The USE CHARGE adjustment shall occur on each Anniversary Date.

SECTION 4. RIGHT TO USE APPLICABLE ONLY TO PROPERTY.

This AGREEMENT shall not be construed to permit construction, installation, maintenance or use of any TELECOMMUNICATIONS FACILITY on any property other than the TELECOMMUNICATIONS FACILITY on the LICENSED AREA.

SECTION 5. COMPLIANCE WITH APPLICABLE LAW AND APPROVALS.

A. Facility to be Constructed in Accordance with Law.

COMPANY shall construct, install, operate, maintain and remove the TELECOMMUNICATIONS FACILITY in accordance with all applicable federal, state and local governmental laws, rules and regulations now in existence or as hereafter enacted or amended. Without limiting the foregoing, COMPANY shall obtain, maintain and fully comply with any and all permits or approvals required from CITY.

B. Utility User's Tax.

COMPANY acknowledges and agrees that CITY does not currently require users of communications services such as the SERVICES to pay to CITY a utility users' tax. However, without limiting the other provisions of this SECTION, should the CITY ever institute such a tax, COMPANY agrees that COMPANY shall collect from the users of the SERVICES and remit to CITY said utility users' tax all in the manner described in, and in compliance with, the CITY'S requirements.

C. Licensing and Authorization.

COMPANY represents that it is licensed by the Federal Communications Commission to operate the ANTENNA FACILITIES and provide the SERVICES, and COMPANY agrees provides documentation evidencing such licensing and authorization within ten (10) days of a receiving a request by CITY for such documentation.

SECTION 6. MAINTENANCE AND REPAIR.

A. COMPANY shall maintain and repair the TELECOMMUNICATIONS FACILITY, at no cost to CITY (except as specifically provided otherwise in this AGREEMENT) and to CITY'S reasonable satisfaction, including repair of any and all damage to the PROPERTY or the LICENSED AREA that may result from any relocation or removal of the TELECOMMUNICATIONS FACILITY or COMPANY'S exercise of any of the rights and privileges hereby granted, including, without limitation, damage to any walls, floors, ceilings, doors or electrical system in the PROPERTY or the LICENSED AREA. Upon removal of the TELECOMMUNICATIONS FACILITY and termination of this AGREEMENT, COMPANY shall restore the affected areas of the PROPERTY to at least as good condition and repair as before COMPANY'S use thereof, except for ordinary wear and tear.

B. COMPANY agrees to and shall: (1) shall keep the TELECOMMUNICATIONS FACILITY and the LICENSED AREA in neat, clean and orderly condition at all times; (2) not cause rubbish, garbage or debris to accumulate or remain on or around the TELECOMMUNICATIONS FACILITY, LICENSED AREA or PROPERTY at any time; (3) not commit, suffer or allow any acts to be done at or around the TELECOMMUNICATIONS FACILITY, LICENSED AREA or PROPERTY in violation of any law, regulation, permit or rule; and, (4) not use or allow the use of the TELECOMMUNICATIONS FACILITY, LICENSED AREA or PROPERTY for any illegal or immoral purpose.

C. COMPANY shall mark cabling that is exposed, and not in conduit, every 18 inches with identifying ownership markings and identify the antenna with similar ownership markings.

D. Prior to installation of new cables COMPANY shall submit plans and specifications to the CITY for approval any proposed cable runs. In addition, the COMPANY must provide a set of as-builts after installation that shows exactly where the cable run is, as well as other details. Cable runs shall be installed in conduit that is permitted and approved by CITY.

Should the COMPANY, in the CITY'S sole judgment, fail to maintain the TELECOMMUNICATIONS FACILITY and PROPERTY to the above standards, CITY may enter upon the PROPERTY and effectuate such acts as it deems necessary to comply with such standards. CITY will provide COMPANY an official notice, signed by the City Manager, ten (10) days prior to the CITY conducting property maintenance activities. Any reasonable costs incurred by the CITY will be payable by the COMPANY within ten (10) days of receipt of an itemized bill therefore.

SECTION 7. TERMINATION.

A. Termination with Cause.

1. Except as otherwise provided in this Agreement, CITY shall have the right to terminate this AGREEMENT immediately (i) if COMPANY fails to cure a material breach (the materiality of which shall be determined in CITY'S sole discretion) of any term or condition hereof, within thirty (30) days after CITY has notified COMPANY of such breach; or (ii) if said cure cannot reasonably be completed within thirty (30) days and COMPANY has not commenced curative action within said thirty (30) days and thereafter diligently (in CITY'S sole opinion) prosecuted such cure to completion; or (iii) if COMPANY'S operation is deemed by CITY to endanger or pose a threat to the public health, safety or welfare, including, without limitation, and as an example, if operation of the TELECOMMUNICATIONS FACILITY adversely interferes with, or otherwise adversely affects CITY communications or operations and such threat or danger cannot reasonably be cured in accordance with the provision of Section 7.A.1.i and Section 7.A.1.ii above; (iv) if CITY is mandated by law, a court order or decision, or the federal, state or local government to take certain actions that will cause or require the removal of the TELECOMMUNICATIONS FACILITY from the LICENSED AREA; or (v) if the removal of the TELECOMMUNICATIONS FACILITY from the LICENSED AREA is needed to accommodate the construction, installation, operation, repair or maintenance of any improvement desired by CITY, and CITY and COMPANY agree that no acceptable alternate location exists on the PROPERTY.

2. CITY acknowledges and agrees that so long as COMPANY is operating in accordance with Federal Communications Commission health and safety standards for human exposure to electromagnetic frequencies as may be amended during the term of

this Agreement, COMPANY'S radio signals shall not be deemed to be a threat or danger under iii above.

B. Termination without Cause.

Either party may terminate this Agreement without cause upon one hundred eighty (180) days' prior written notice to the other party.

C. Removal of Facility Upon Termination.

Prior to the expiration of this AGREEMENT, COMPANY shall remove the TELECOMMUNICATIONS FACILITY and, at the written request of the City, COMPANY shall repair and restore the affected areas of the LICENSED AREA and the PROPERTY. If this AGREEMENT is terminated by either party earlier than the expiration of the term, COMPANY shall remove the TELECOMMUNICATIONS FACILITY no later than sixty (60) days after notice of termination, provided that termination due to required relocation of the TELECOMMUNICATIONS FACILITY shall be governed by Section 1.C. COMPANY shall also repair and restore the affected areas of the LICENSED AREA and the PROPERTY, at the CITY'S written request, if this AGREEMENT is terminated by either party earlier than the expiration of the term,

Removal of the TELECOMMUNICATIONS FACILITY shall be at COMPANY'S sole cost and expense, except as specifically provided otherwise in this AGREEMENT. Should the COMPANY, or its successor in interest or assign, in the CITY'S sole judgment, fail to remove, repair or restore, CITY may enter upon the PROPERTY and effectuate such acts as it deems necessary to comply with such standards. Any costs incurred by the CITY will be payable by the COMPANY within ten (10) business days of receipt of an itemized bill therefore.

D. Prorated Use Charge Reimbursement.

In the event of the early termination of this Agreement, CITY will reimburse COMPANY the unused portion of the USE CHARGE after proration and proper computation.

SECTION 8. NO LIABILITY.

A. Liability.

CITY, its agents, officers, employees or contractors, shall not be liable for any damage from any cause whatsoever to the TELECOMMUNICATIONS FACILITY, specifically including, without limitation, damage, if any, resulting from CITY'S

maintenance operations adjacent to the TELECOMMUNICATIONS FACILITY or from vandalism or unauthorized use of the TELECOMMUNICATIONS FACILITY, except as such damage is solely caused by the sole negligence or willful misconduct of CITY, its agents, officers, employees or contractors.

B. Security.

COMPANY shall take reasonable precautions against damage to or unauthorized use of the TELECOMMUNICATIONS FACILITY. CITY shall not be liable for any vandalism or other damage that may occur to the TELECOMMUNICATIONS FACILITY or in the LICENSED AREA or any unauthorized use of the TELECOMMUNICATIONS FACILITY except as provided in Section 8.A., above.

SECTION 9. PLANS AND SPECIFICATIONS; PERMITS.

A. CITY shall have the right of prior review and approval of all Plans and Specifications and shall have the right to inspect the TELECOMMUNICATIONS FACILITY at any time during and after installation to ensure compliance with such Plans and Specifications. COMPANY shall not commence installation or alteration of the TELECOMMUNICATIONS FACILITY, or any portion thereof, until CITY has approved the Plans and Specifications and COMPANY has obtained all applicable permits. Approval of Plans, Specifications and Permits shall not release COMPANY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the Plans, Specifications and/or Permits. COMPANY shall be responsible for notifying CITY and all other relevant parties immediately upon discovery of such omissions and/or errors.

B. COMPANY agrees to perform any work in furtherance of the Plans, Specifications and Permits at COMPANY'S sole expense and in accordance with and in a manner CITY is satisfied conforms to Plans, Specifications and Permits as may be approved by CITY in furtherance of this AGREEMENT. CITY will provide COMPANY an official notice, signed by the City Manager, if CITY is not satisfied that work completed by the COMPANY conforms to Plans, Specifications and Permits approved by the CITY.

C. COMPANY will submit required Plans and Specifications to the CITY at the address set forth for Notices in Section 15 herein, which CITY shall use for description and acceptance of the TELECOMMUNICATIONS FACILITY. COMPANY shall supply the CITY any additional information it may request before approving the Plans and Specifications in a format that is acceptable to the CITY.

D. COMPANY shall apply for and obtain all applicable permits as are required by CITY to perform the work described in this AGREEMENT and shall comply with all of the terms and conditions set forth in such permits, including, without limitation, allowing CITY personnel to inspect the installation of the TELECOMMUNICATIONS FACILITY on CITY property. COMPANY shall arrange for, obtain and bear costs of all: permits (including without limitation any fees as required by any federal, state or local law, statute, ordinance, rule or regulation); plan check and inspection fees; licenses; environmental impact reports; site preparation; surface treatment and relocation of any facilities on the LICENSED AREA, as necessary or required for health or safety in the construction or alteration of the LICENSED AREA. As a condition of this AGREEMENT, COMPANY agrees to perform the covenants and conditions contained in any permit issued or to be issued to COMPANY by CITY'S Chief Engineer or his or her designees.

E. COMPANY shall not commence physical installation of the TELECOMMUNICATIONS FACILITY before approval of Plans and Specifications pursuant to Subsection 9.A, and obtaining approval of all applicable permits pursuant to Subsection 9.D. Approval of Plans and Specifications by CITY Departments shall not release COMPANY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in Plans and Specifications. COMPANY agrees to perform any work at COMPANY'S sole cost and at COMPANY'S sole expense and in accordance with and in a manner CITY is satisfied conforms to Plans and Specifications as may be approved by CITY in furtherance of this AGREEMENT.

SECTION 10. INDEMNIFICATION.

COMPANY shall protect, defend, indemnify, and hold harmless CITY, its officers, employees and agents against any claim, loss or liability arising from or related to any damage, injury or loss caused by, or resulting from, the installation, maintenance, operation or use of the TELECOMMUNICATIONS FACILITY, the provision of SERVICES, or resulting in any way from COMPANY'S occupation or use of the PROPERTY or the LICENSED AREA, including, without limitation, that which is due, in whole or in part, to the willful misconduct or negligent acts (active or passive) or omissions by COMPANY, its officers, employees, consultants or agents. COMPANY'S obligation to indemnify and hold harmless excludes only such claim, loss or liability that is due to the sole negligence or willful misconduct of CITY and/or its employees. All of COMPANY'S obligations under this SECTION are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this AGREEMENT.

In an action or claim against CITY in which COMPANY is defending CITY, CITY shall have the right to approve legal counsel providing CITY'S defense.

SECTION 11. TAXES.

A. COMPANY shall pay before delinquency any and all taxes, assessments, licenses, fees and other public charges which may be levied, assessed or imposed upon any of COMPANY'S interests herein, upon COMPANY'S businesses, upon COMPANY for the privilege of conducting business, or upon any property of COMPANY at the PROPERTY. COMPANY is advised that this AGREEMENT may, but is not intended to, create a possessory interest in the LICENSED AREA, for which COMPANY may be subject to payment of possessory interest taxes therefore, for which CITY shall not be liable. Payment of any possessory interest tax shall not reduce in any way any charges or other fees required to be paid by COMPANY hereunder.

B. COMPANY shall not permit or suffer any liens to be imposed upon the PROPERTY or any portion thereof, without promptly discharging the same, provided, however, that COMPANY may, if it so desires, contest the legality of same following prior written notice to CITY. In the event of a contest of a lien, COMPANY shall provide a bond in an amount and in a form acceptable to CITY immediately following request therefore by CITY.

SECTION 12. INSURANCE.

A. COMPANY, at COMPANY'S own expense throughout the Term of this AGREEMENT, as extended, shall comply with the insurance requirements attached hereto as Exhibit F and incorporated by reference herein. The procuring of the policy or policies of insurance required by Exhibit F shall neither be construed to limit COMPANY'S liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT. Notwithstanding the policy or policies of insurance, COMPANY shall be obligated for the full and total amount of any damage, injury or loss caused by its negligence or willful misconduct arising out of this AGREEMENT or COMPANY'S use of the PROPERTY or the LICENSED AREA.

B. COMPANY shall deposit with CITY, on or before the EFFECTIVE DATE, certificates of insurance and the required endorsements in forms reasonably satisfactory to CITY, indicating compliance with the insurance provisions of this AGREEMENT. COMPANY shall keep the insurance in effect, and the certificates evidencing the insurance on deposit with CITY, during the Term of the AGREEMENT and as the same may be extended.

SECTION 13. FREQUENCY INTERFERENCE.

A. COMPANY will not cause, permit or allow the installation, operation, maintenance or use of the ANTENNA FACILITIES or any other equipment installed pursuant to this AGREEMENT to interfere with: (1) any CITY use of the PROPERTY; (2) CITY equipment used at the PROPERTY; (3) CITY communications; and/or (4) or any pre-existing third party uses of the PROPERTY or any other CITY property, including uses of communications equipment, which uses were authorized or planned by CITY prior to the execution of this Agreement. COMPANY shall immediately provide, in writing, to the CITY at the address set forth for notices in Section 15, herein, the frequencies and FCC licenses utilized in the operation of the ANTENNA FACILITIES. COMPANY shall also provide the CITY, at the same address, with written notice of any intended changes in those frequencies, a description of those frequencies and the dates that those frequency changes are anticipated to occur, at least thirty (30) days prior to the date that those frequency changes are anticipated to occur. COMPANY shall not begin any work on the PROPERTY pursuant to this AGREEMENT until these frequencies have been approved in writing by CITY'S City Manager or any other person designated by the City Manager to make such approval for the CITY. Such approval shall not be unreasonably withheld or delayed.

B. COMPANY shall ensure that its use of the TELECOMMUNICATIONS FACILITY does not interfere with any communication transmissions in the vicinity of the PROPERTY, including, if applicable and without limitation, the CITY'S public safety transmissions, police and fire communications, CITY'S internal or external communications, or communications by CITY'S tenants or contractors. COMPANY shall operate the TELECOMMUNICATIONS FACILITY in such a manner that all communications sent or received by the TELECOMMUNICATIONS FACILITY shall be separated from all CITY communications frequencies, including without limitation, CITY communications listed in the preceding sentence, by at least 1 megahertz.

If COMPANY'S construction, installation, maintenance, operations, use or removal of the TELECOMMUNICATIONS FACILITY is reasonably determined to be causing such interference in violation of this provision, COMPANY shall immediately eliminate such violation or interference. If COMPANY fails to immediately eliminate such violation or interference, CITY may, in addition to and without compromising any other remedy available to CITY, immediately cut off power to the facility in the manner set forth in Section 14 below. CITY shall immediately provide notice to COMPANY of any interference or the exercise of CITY'S shut-off rights pursuant to this SECTION.

Reasonable determination of cause above shall be established through the following steps:

- 1) CITY shall immediately notify COMPANY of its perception of interference by telephoning COMPANY'S Wireless Network Control Center (WNCC), describing the nature and severity of the technical problems being experienced, by calling (800) 832-6662.

- 2) COMPANY shall initiate a Trouble Ticket and immediately dispatch a technician to the PROPERTY.
- 3) COMPANY'S technician shall verify and, if necessary, adjust the power output levels of all its broadcast devices. If no abnormality is found, then;
- 4) COMPANY'S technician shall inspect the TELECOMMUNICATIONS FACILITY for signs of physical damage to equipment or misalignment of antennas. Steps shall be taken to immediately repair any such condition and, if immediate remedy is not possible, technician shall reduce or cease the output from such damaged equipment based on results report by the CITY agency monitoring the perceived interference. If no abnormality is found, then;
- 5) COMPANY'S technician shall test for ambient frequencies and signal strengths at the PROPERTY. If finding no abnormality, then CITY may still require COMPANY to reduce the output power of the TELECOMMUNICATIONS FACILITY.
- 6) COMPANY agrees to complete steps 2 through 5 within two hours of receiving a call from the CITY as described in step 1. If the COMPANY is required to reduce power pursuant to step 5, COMPANY further agrees to do so within 8 hours of initial notification of the problem as described in step 1 if such interference is of a disruptive severity, in the CITY'S sole opinion. Otherwise, COMPANY shall reduce power during the next Maintenance Window period, currently defined as the hours of 10 pm to 6 am every day.
- 7) If such reduction does not eliminate the perceived interference, then the cause of the interference shall be deemed to exist outside the operations of the COMPANY. If such reduction does eliminate the perceived interference, then the source of the interference shall be deemed to be something outside the control of COMPANY.

C. COMPANY shall use its best efforts to operate its communications equipment in a manner that is consistent with all applicable frequencies assigned to it by the Federal Communications Commission ("FCC"), if any, and in compliance with all applicable FCC rules and regulations.

SECTION 14. EMERGENCY.

A. COMPANY understands that emergency situations may develop from time to time that require power to the TELECOMMUNICATIONS FACILITY to be shut off. Notwithstanding Section 13, COMPANY agrees that in the event that such a situation occurs, and there are frequency interferences of any nature between CITY'S communication equipment and that of COMPANY, CITY shall have the right to immediately shut off any power to the TELECOMMUNICATIONS FACILITY, and any

equipment of COMPANY'S located on the PROPERTY, until such time that COMPANY demonstrates to CITY that it has cured the interference, or for the duration of the emergency, whichever is sooner. COMPANY agrees not to hold CITY responsible or liable for and shall protect, defend, indemnify and hold CITY harmless pursuant to SECTION 10 for any damage, loss, claim or liability of any nature suffered as a result of the loss of the use of the TELECOMMUNICATIONS FACILITY or other communication facilities at PROPERTY in such an emergency situation. If reasonably possible, CITY will provide notice of the need to shut off power, depending on the nature of the emergency.

A. Unless otherwise specifically provided in a notice of termination of this AGREEMENT, CITY'S exercise of the right to shut off any power to the TELECOMMUNICATIONS FACILITY pursuant to this SECTION is not intended to constitute a termination of this AGREEMENT by either party. COMPANY and CITY shall meet after the CITY determines that an emergency situation has ended to establish the time and manner in which power shall be restored to the TELECOMMUNICATIONS FACILITY.

B. CITY shall have the sole discretion to reasonably determine what constitutes an "emergency situation" pursuant to this Section.

SECTION 15. NOTICES.

Except as otherwise specifically set forth and allowed under this AGREEMENT, all notices herein required to be given or which may be given by either party to the other shall be deemed to have been fully given when served personally on CITY or COMPANY, or when made in writing and deposited in the United States Mail, certified mail, return receipt requested, postage prepaid and addressed as follows:

To CITY: City Manager
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037

With a copy to: Office of the City Attorney
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037

To COMPANY: AT&T Wireless Lease Administration
c/o Wireless Asset Management
Re: AWS Cell Site #: SNFCCA028 Morgan Hill
P.O. Box 2088
Rancho Cordova, CA 95741-2088

With a copy to: AT&T Wireless
Attn: Legal Dept.
Re: AWS Cell Site #: SNFCCA028 Morgan Hill
8645 - 154th Avenue N.E.
Redmond, WA 98052

Either party may change its address for notice by notifying the other party in the manner provided in this Paragraph.

SECTION 16. **RIGHT TO USE SUBORDINATE.**

The right to use the LICENSED AREA herein granted by CITY to COMPANY, and all rights and privileges hereunder, are and shall be subordinate to the rights of CITY and to other existing tenants to use and occupy, and to any occupancy by them of, the PROPERTY and the LICENSED AREA. In the event of conflict between COMPANY'S right to use the LICENSED AREA and CITY'S desired use thereof after the EFFECTIVE DATE, CITY may require COMPANY to redesign, adjust, relocate or remove the TELECOMMUNICATIONS FACILITY for cause. COMPANY'S right to install, maintain and operate the TELECOMMUNICATIONS FACILITY, or to remove the TELECOMMUNICATIONS FACILITY, shall be subject at all times to such rights as CITY may have to require the removal or relocation, for cause, of the TELECOMMUNICATIONS FACILITY at the sole cost and expense of COMPANY, under the terms stated in SECTION 1 of this AGREEMENT.

SECTION 17. **ASSIGNMENT.**

In no event shall the rights, duties and obligations conferred upon COMPANY pursuant to this AGREEMENT be at any time sold, transferred or assigned, except through a transfer of an interest of COMPANY in the property, or any portion thereof. Notwithstanding the foregoing, COMPANY shall have the right to assign its interests in this AGREEMENT to a wholly owned subsidiary of the COMPANY provided that all of the following conditions are met: (1) such assignment is made in conjunction with the transfer of all of COMPANY'S title to or interest in the PROPERTY to such wholly owned subsidiary, (2) such wholly owned subsidiary agrees to be bound by the terms of this AGREEMENT to the same extent as COMPANY, and (3) COMPANY shall not be relieved or released of any liability or obligations under this AGREEMENT and shall be jointly and severally liable with its wholly owned subsidiary for the performance of COMPANY'S obligations under this AGREEMENT.

SECTION 18. GOVERNING LAW.

This AGREEMENT shall be construed by, and in accordance with, the laws of the State of California.

SECTION 19. NO INTEREST IN PROPERTY.

Nothing herein shall be deemed to create a lease, or easement of any property, or to grant any interest in the PROPERTY, other than a real property license to use the LICENSED AREA, revocable as set forth herein.

SECTION 20. INSPECTION.

1. The LICENSED AREA, including keys thereto, shall be at all times under control of the CITY, whose officials, employees and agents shall have the right to enter the LICENSED AREA, and all portions thereof, for purposes of inspection (and other purposes contemplated by this AGREEMENT) at all times during the period covered by this AGREEMENT. COMPANY will provide CITY with copies keys to COMPANY'S equipment building in the LICENSED AREA. CITY will notify AT&T of CITY'S intent to inspect the LICENSED AREA one hour prior to such inspection occurring.
2. Notwithstanding any of the foregoing, CITY may enter into COMPANY'S equipment building only upon a minimum of 24 hours' telephonic notice to COMPANY'S Network Operations Center at (800) 832-6662.
3. CITY agrees that when entering COMPANY'S equipment building unescorted, its personnel shall be prohibited from taking any action which would in any way affect any function of COMPANY'S operations. Effecting a reduction of power under Section 6.B below may only be done by a duly authorized representative of COMPANY. When entering COMPANY'S building unescorted, CITY assumes full liability for harm, damages, or other claims arising from the CITY'S sole negligence in connection with such entry, and shall indemnify and hold COMPANY harmless against all such liability. Service or operations disruptions incurred by COMPANY as a result of the CITY'S sole negligence in connection with such entry shall be compensated to COMPANY in the form of rent abatement for the duration of such disruption and reimbursement to COMPANY for service revenues lost as a result of said disruption.

SECTION 21. UTILITIES.

COMPANY shall be solely responsible for ensuring that the LICENSED AREA has adequate electrical power and any other utility service necessary or useful to operation of the TELECOMMUNICATIONS FACILITY. CITY is not obligated to make electricity or other utilities available if there is an interruption in such service to the LICENSED AREA or to the PROPERTY. COMPANY shall not do anything, nor shall it

permit anything to be done, which may interfere with the effectiveness or accessibility of the utility, heating, ventilation, diesel exhaust or air conditioning systems or portions thereof of the PROPERTY.

SECTION 22. NOT AGENT OF CITY.

Neither anything in this AGREEMENT nor any acts of COMPANY shall authorize COMPANY or any of its employees, agents or contractors to act as agent, contractor, joint venturer or employee of CITY for any purpose.

SECTION 23. RESERVATION OF RIGHTS.

COMPANY understands, acknowledges and agrees that any and all authorizations granted to COMPANY under this AGREEMENT are nonexclusive and shall remain subject to all prior and continuing regulatory and proprietary rights and powers of CITY to regulate, govern and use CITY property, as well as any existing encumbrances, deeds, covenants, restrictions, easements, dedications and other claims of title that may affect CITY property. CITY and COMPANY agree that nothing contained in, or contemplated by, this AGREEMENT is intended to confer, convey, create or grant to COMPANY any perpetual interest in any CITY property or in any of CITY'S public rights of way.

SECTION 24. CONFLICT OF INTEREST.

COMPANY shall avoid all conflict of interest or the appearance of conflict of interest in the performance of this AGREEMENT.

SECTION 25. MISCELLANEOUS.

A. Whenever the singular number is used in this AGREEMENT and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

B. If there be more than one entity designated in, or signatory to, this AGREEMENT, the obligations hereunder imposed upon COMPANY shall be joint and several; and the term COMPANY as used herein shall refer to each and every of said signatory parties, severally as well as jointly.

C. This instrument contains all of the agreements and conditions entered into and made by and between the parties and may not be modified orally, or in any manner, other than by an agreement in writing signed by all the parties hereto or their respective successors-in-interest.

D. Time is, and shall be, of the essence for each term and provision of this AGREEMENT.

E. Each and every term, condition, covenant and provision of this AGREEMENT is and shall be deemed to be a material part of the consideration for CITY'S entry into this AGREEMENT and any breach hereof by COMPANY shall be deemed to be a material breach. Each term and provision of this AGREEMENT performable by COMPANY shall be construed to be both a covenant and a condition.

F. The headings of the several paragraphs and sections of this AGREEMENT are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this AGREEMENT and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

G. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either CITY or COMPANY in its respective rights and obligations contained in the valid covenants, conditions and provisions of this AGREEMENT.

H. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall be deemed a part of this AGREEMENT as if set forth fully herein.

I. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party.

J. Days, unless otherwise specified, shall mean calendar days.

K. Whenever in this AGREEMENT the approval or consent of a party is required, such approval or consent must be in advance, shall be in writing, and shall be executed by a person having the express authority to grant such approval or consent unless the terms of this AGREEMENT specifically allow an oral approval or consent of a party.

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Attachment: ATT First Amendment Partially Executed (1632 : ATT Amendment)

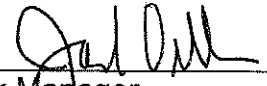
L. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the EFFECTIVE DATE.

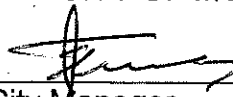
ATTEST:


 City Clerk
 Date: 5/21/04

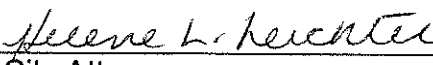
APPROVED:


 Risk Manager
 Date: 5/20/04

THE CITY OF MORGAN HILL


 City Manager
 Date: 5/20/04

APPROVED AS TO FORM


 City Attorney
 Date: 5/20/04

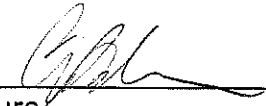
"COMPANY"

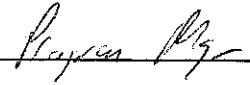
Bay Area Cellular Telephone Company,
 a California general partnership, d/b/a AT&T Wireless

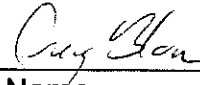
By: CMT Partners, a Delaware general partnership,
 its General Partner

By: AT&T Wireless Services of California, LLC,
 a Delaware limited liability company,
 its General Partner

By: AT&T Wireless Services, Inc.,
 a Delaware corporation, its Member

By: 
 Signature

Its: 
 Title


 Printed Name

4-27-04
 Date

Attachment: ATT First Amendment Partially Executed (1632 : ATT Amendment)

EXHIBIT A
PROPERTY DESCRIPTION

Site Description

Location: City of Morgan Hill water tank site on El Toro mountain, approximately 1,100 feet westerly of the end of West Dunne Avenue.

Site Area: 0.15 acres

El Toro Water Tank Site Map attached



City Limit

Not to Scale

Attachment: ATT First Amendment Partially Executed (1632 : ATT Amendment)



CITY OF MORGAN HILL

Prepared by Community Development Department

EXHIBIT A

EL Toro-Water Tank Site
AT& T Wireless

N



Packet Pg. 132

EXHIBIT B**SERVICES PROVIDED BY AT&T**

COMPANY shall provide two-way radio signal transmission and reception in its licensed frequencies disclosed to CITY per Section 13.A. above, and in the manner permitted under its licensure by the Federal Communications Commission and the California Public Utilities Commission.

Attachment: ATT First Amendment Partially Executed (1632 : ATT Amendment)

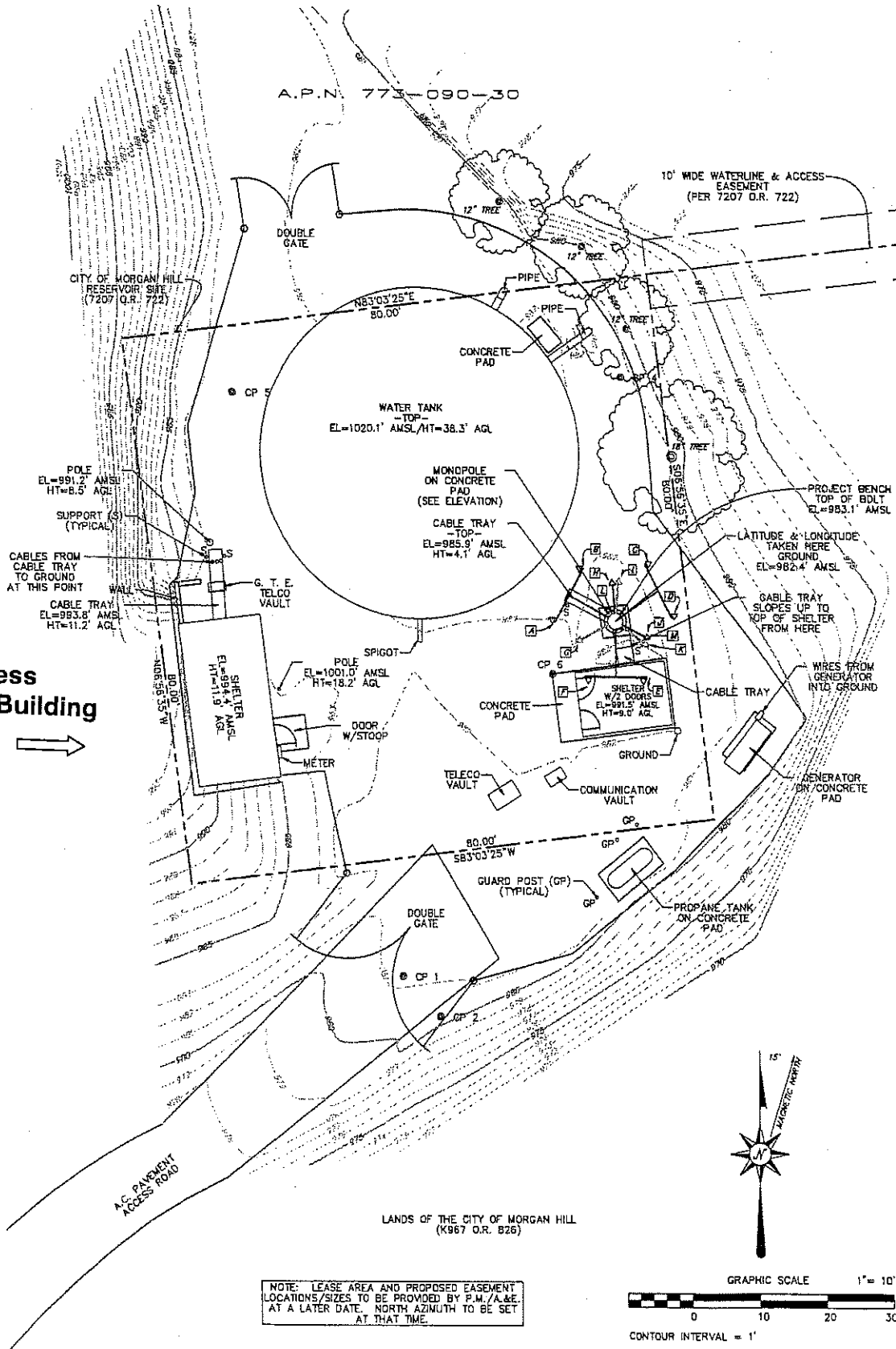
EXHIBIT C**DESCRIPTION OF LICENSED AREA****Telecommunication Facility**

Equipment building on El Toro Water Tank site located as shown on the attached site plan, Exhibit C.1., measuring approximately 288 square feet.

Antennas and Associated Equipment

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

AT&T Wireless
Equipment Building



Attachment: ATT First Amendment Partially Executed (1632 : ATT Amendment)

EXHIBIT D**TELECOMMUNICATIONS FACILITY**

As of April 1, 2004, AT&T Wireless has 6 antennas installed on a telecommunications pole owned by the City of Morgan Hill, described more specifically and as shown on the map attached hereto as Exhibit D.1.

As of April 1, 2004 AT&T Wireless has applied with the City of Morgan Hill for a conditional use permit allowing construction of 8 pole-mounted antennas on the PROPERTY, as shown on the map attached as Exhibit D.2.

This AGREEMENT applies in full to any and all existing TELECOMMUNICATIONS FACILITY, and any future TELECOMMUNICATION FACILITY applied for by COMPANY, approved by the CITY, and/or constructed on the site by COMPANY during the term of this AGREEMENT, any extensions or renewal thereto, or any hold-over period.

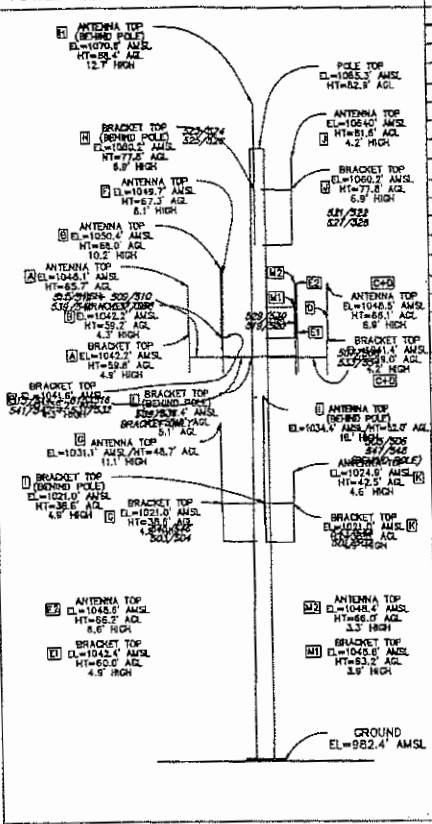
EXHIBIT D.1.
AT&T Wireless
Pole-mounted Antenna Installation
6 Antennas

9.a

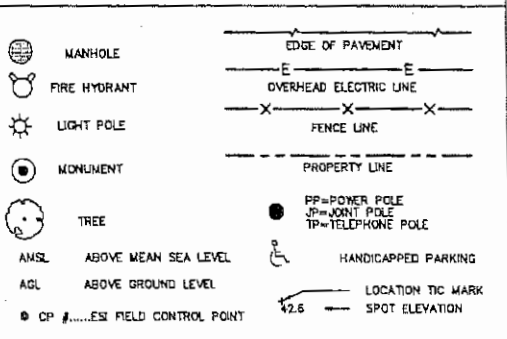
TOWER ELEVATION NOT TO SCALE

ESI CONTROL POINT INFORMATION

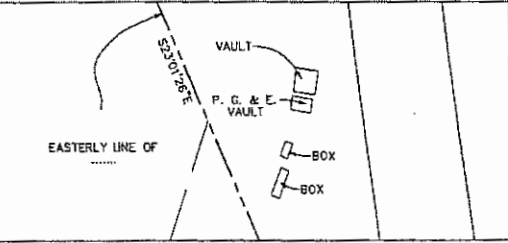
LEGEND



CP #	N	E	EL
CP 1	4385.16	3681.55	EL=981.2'
CP 2	4380.27	3687.28	EL=980.6'
CP 3	4295.63	3606.09	EL=989.0'
CP 4	4473.58	3715.25	EL=981.6'
CP 5	4471.21	3656.34	EL=982.2'
CP 6	4430.25	3704.53	EL=982.5'
CP 7	4167.84	4522.87	EL=747.2'
CP 8	4240.49	4780.94	EL=718.1'
CP 9	4585.13	4784.21	EL=670.3'
CP 10	4589.37	4804.54	EL=639.4'
CP 11	4530.80	4424.55	EL=592.0'
CP 12	5072.51	4615.98	EL=542.8'
CP 13	5200.12	4676.67	EL=522.6'
CP 14	5116.91	5034.73	EL=482.8'
CP 15	5174.45	5134.15	EL=471.2'
CP 16	5403.13	5032.97	EL=453.9'



POINT OF CONNECTION (P.O.C.) DETAIL



DATE OF SURVEY: 09/26/03

SURVEYED BY/ OR UNDER THE DIRECTION OF:

Oliver Philip Auer
LS 5075
Expires 06/30/07

TITLE REPORT WAS AVAILABLE AT THE TIME OF THE FIELD SURVEY. BOUNDARY SHOWN IS BASED ON RECORD INFORMATION AND FOUND MONUMENTATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED EXCEPT AS SHOWN ON THIS PLAN. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED EXCEPT AS SHOWN ON THIS PLAN. NO PROPERTY MONUMENTS WERE SET.

DESCRIPTION OF LEASE AREA (PARCEL A):

NO LEASE AREA SET IN FIELD AT TIME OF SURVEY.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS FROM THE LEASE AREA TO THE PUBLIC ROAD. LOCATION TO BE DETERMINED AT A LATER DATE.

TOGETHER WITH UTILITY AND POWER EASEMENTS NECESSARY TO SERVE THE LEASE AREA. LOCATION TO BE DETERMINED AT A LATER DATE.

ELEVATIONS SHOWN ARE BASED ON NGVD 29 DATUM.

BEARINGS SHOWN ARE BASED UPON 380 P.M. 39, SANTA CLARA COUNTY RECORDS.

FLOOD PLAIN ELEVATION OF PROJECT AREA IN ZONE X, AS SHOWN ON FEMA FIRM MAP COMMUNITY-PANEL NUMBER 060346 0001 C, DATED DECEMBER 22, 1998.

THE LOCATION OF EXISTING UTILITY FACILITIES HAS NOT BEEN RESEARCHED. THE CONTRACTOR SHALL CONTACT THE RESPECTIVE UTILITY COMPANIES TO OBTAIN INFORMATION REGARDING EXACT DEPTH OF BURIAL AND HORIZONTAL LOCATION OF UTILITY LINES PRIOR TO CONSTRUCTION. EVANS SURVEY, INC. ASSUMES NO RESPONSIBILITY FOR THE DELINEATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF BURIED OBJECTS WHICH ARE NOT SHOWN ON THIS PLAN.

FAA 1A CERTIFICATION:

LATITUDE AND LONGITUDE WAS OBTAINED FROM INFORMATION PROVIDED BY A GPS SURVEY. THE GEODETIC POSITION SHOWN WAS DETERMINED UTILIZING FAST-STATIC GPS OBSERVATIONS FROM USGS MONUMENTS USING EITHER TRIMBLE 4600LS OR SOKKIA GPS RECEIVERS. THE DATA WAS DIFFERENTIALLY CORRECTED WITH EITHER TRIMBLE GPS SURVEY OR SOKKIA LOCUS PROCESSOR SOFTWARE.

LATITUDE AND LONGITUDE DENOTED ON THIS PLAN ARE ACCURATE TO WITHIN 15± FEET HORIZONTALLY AND THE ELEVATIONS SHOWN ON THIS PLAN ARE ACCURATE TO WITHIN 3± FEET VERTICALLY.

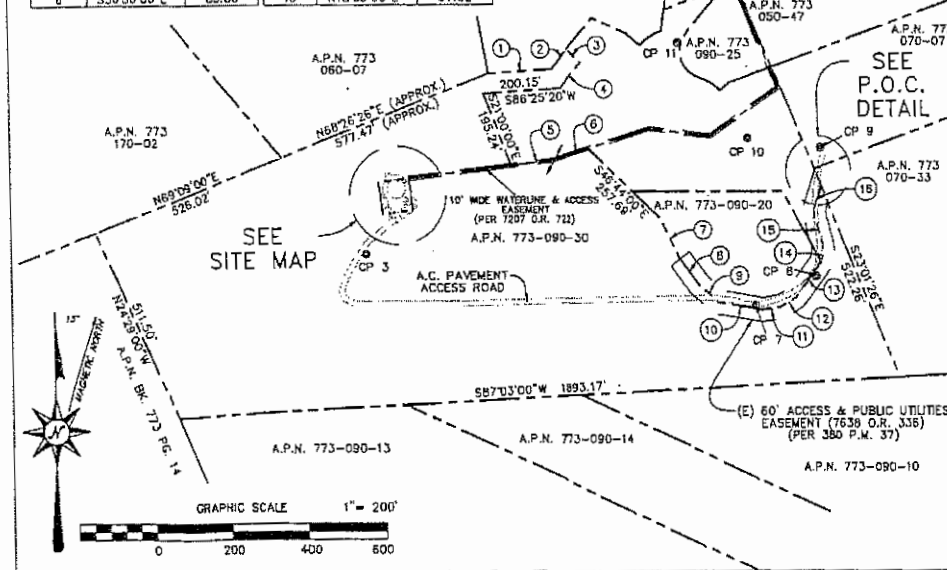
LATITUDE: 37°07'07.03" LONGITUDE: 121°40'08.04" (NAD 27)
LATITUDE: 37°07'05.84" LONGITUDE: 121°40'11.85" (NAD 83)

VICINITY MAP

NOT TO SCALE



LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
1	N86°25'20"E	162.00'	9	S48°53'00"E	85.00'
2	N40°53'27"E	67.65'	10	S80°35'00"E	116.00'
3	S45°44'01"E	50.03'	11	N82°15'00"E	48.00'
4	S40°53'27"W	86.57'	12	N60°03'00"E	47.00'
5	N83°03'25"E	107.75'	13	N37°10'00"E	112.00'
6	N73°03'25"E	101.67'	14	N11°25'00"E	34.00'
7	S26°35'00"E	113.65'	15	N15°35'00"W	98.00'
8	S36°50'00"E	83.00'	16	N18°55'00"E	67.02'



OVERALL SITE MAP

Attachment: ATT First Amendment Partially Executed (1632 : ATT Amendment)

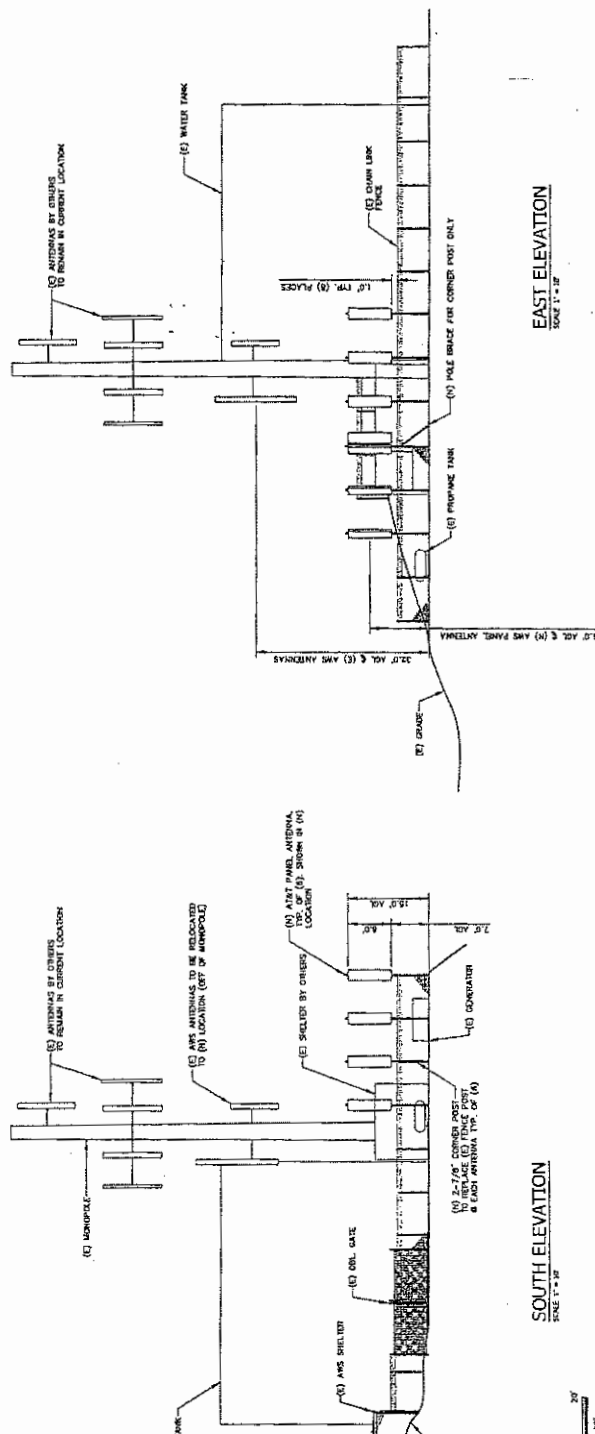
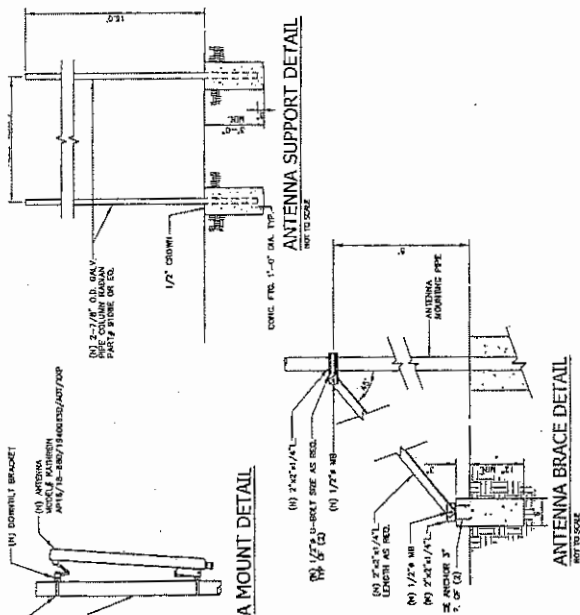


EXHIBIT E**RATE SCHEDULE****Charges For Attachment Of Telecommunication Antennas/Equipment
To City Of Morgan Hill-Owned Properties**

The rates noted below are for Fiscal Year 2003-04 ending June 30, 2004; rates increase annually by 3%. The USE CHARGE shall be further adjusted as described in Section 3.B if COMPANY exercises its options to extend this agreement, as provided for in Section 2.B.

1 to 4 antennae and/or foundation/surface area containing equipment or cabinet is less than 150 square feet	\$21,600 per annum
5 to 8 antennae and/or foundation/surface area containing equipment or cabinet is 150 to 300 square feet	\$24,960 per annum
9 antennae and/or foundation/surface area containing equipment or cabinet is 301 to 650 square feet	\$30,000 per annum
Requests for facilities containing more than 9 antennae and/or foundation/surface area containing equipment in excess of 650 square feet shall be reviewed and priced on a case-by-case basis	

Lessees which choose to pay for 5 years upon commencement of the contract shall be charged at a 20% discount based upon the base rate x 5 without factor for inflation.

EXHIBIT F
INSURANCE

COMPANY shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to PROPERTY, which may arise from, or in connection with, the performance of the work hereunder by COMPANY, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

Insurance Services Office form number GL 0002 (Ed. 1/73) covering commercial General Liability and Insurance Services Office form number GL 0404 covering Broad Form Commercial General Liability; or insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including, X, C, U, (E DATE).

1. Explosion, Collapse & Underground coverage.
2. Insurance Services Office form number CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage also to include code 8 "hired autos" and code 9 "non-owned" autos.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
4. PROPERTY Insurance against all risks of loss to any tenant improvement or betterments.

B. Minimum Limits of Insurance.

COMPANY shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$100,000 per accident.

4. Property Insurance: Full replacement cost with no co-insurance penalty provision.

C. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage(s)

a. The City of Morgan Hill, its officers, employees, agents and contractors are to be covered as additional insured(s) as respects: Liability arising out of activities performed by or on behalf of, COMPANY; products and completed operations of COMPANY; premises owned, leased or used by COMPANY; and automobiles owned, leased, hired or borrowed by COMPANY. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. COMPANY'S insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of COMPANY'S insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by COMPANY shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that COMPANY'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage(s)

Each insurance policy required by this AGREEMENT shall not be cancelled or materially changed except after thirty (30) days' prior written notice has been given to CITY.

D. Acceptability of Insurers.

Insurance is to be placed with insurers with an AM Best rating of A-VII or greater.

E. Verification of Coverage.

COMPANY shall furnish CITY with copies of broad form additional insured endorsement upon execution of this lease and upon each policy renewal thereafter. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY has right to review and approve any replacement insurance policy and would not reasonably withhold such approval.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

CITY OF MORGAN HILL
Risk Manager
17555 Peak Avenue
Morgan Hill, California 95112-5509

F. Subcontractors.

COMPANY shall require all subcontractors to obtain coverage as specified above.



CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

PREPARED BY: Anthony Eulo, Program Administrator
APPROVED BY: City Manager

FIRST AMENDMENT TO SPRINT'S PROPERTY USE AGREEMENT

RECOMMENDATION(S)

Authorize the City Manager to Execute the First Amendment to Sprint Spectrum Realty Company's Property Use Agreement.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility

2018 Strategic Priorities

Regional Initiatives

REPORT NARRATIVE:

The City of Morgan Hill has allowed cellular facility installations at the Nob Hill Water Tank site since 1995. Currently, both Sprint and Verizon have cell towers at this site. Sprint's current agreement for the site expires on February 28, 2018. With the end of the agreement pending, Sprint has approached the City to ask for an extension. After a series of negotiations during the past year, the following deal points are proposed:

- ☐ Renewal Term: 15 years with a new expiration date of February 28, 2033;
- ☐ Compensation: Immediate increase in annual site rent from \$28,125 to \$38,000;
- ☐ Escalation: Decrease from 4% to 3% annually.

With a time extension, Sprint will have stability at the site and can invest in improvements that will enhance telecommunications services in the community. As the proposed amendment will increase City revenues and potentially improve services, staff recommends approval of the attached First Amendment to the Agreement.

COMMUNITY ENGAGEMENT: Inform

This report informs the public of the proposed contract amendment.

ALTERNATIVE ACTIONS:

The Council could decline to approve the Amendment and provide direction to staff on alternative negotiation parameters or direction on decommissioning the site as a cell tower location.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Sprint's first installation on Nob Hill was approved on December 18, 1996. The City's current agreement with Sprint was approved by the City Council on February 6, 2008. A very similar amendment providing a rent increase and time extension for a different

company (Crown Castle for Verizon) on Nob Hill was approved by the City Council on February 15, 2017.

FISCAL AND RESOURCE IMPACT:

Without this Amendment, the City's income from the agreement will be \$0 in Fiscal Year 2017/2018 as the agreement is due to expire. For fair comparison purposes, it would have been \$28,125 if payments had continued as they have in the past. With execution of the Amendment, the City's rental income for Fiscal Year 2017/2018 will be increased by \$9,875 to \$38,000. This is income that is credited to the Park Maintenance Fund and used to fund park maintenance services. Revenue will increase by 3% annually and, by the end of the proposed term of the agreement, annual revenue will exceed \$59,000.

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

CEQA (California Environmental Quality Act):

Not a Project

This Amendment is an administrative action that is not a project under the CEQA Guidelines. Any additional facilities located on the site will need to obtain Conditional Use Permits and will engage in the CEQA process at that time.

LINKS/ATTACHMENTS:

1. Sprint First Amendment 1.16.18

**FIRST AMENDMENT TO AGREEMENT
SPRINT SPECTRUM REALTY COMPANY, L.P. (FS04XC209 Nob Hill Water Tank)**

This FIRST AMENDMENT TO AGREEMENT ("FIRST AMENDMENT") is entered into and becomes effective on February 28, 2018 (EFFECTIVE DATE), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, SPRINT SPECTRUM REALTY COMPANY, LLC (formerly organized as a limited partnership), a Delaware limited liability company, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership ("COMPANY").

RECITALS

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

1. This FIRST AMENDMENT is entered into based upon City of Morgan Hill City Council approval on February 21, 2018.
2. The CITY and COMPANY entered into that "Non-Exclusive Installation And Property Use Agreement" made as of February 28, 2008, for the granting to the COMPANY the right to use certain portions of Nob Hill ("AGREEMENT"). The AGREEMENT is attached as Exhibit "A" to this FIRST AMENDMENT.
3. Section 17 of the AGREEMENT provides for the transfer or assignment of the rights provided to COMPANY in the AGREEMENT to a successor in interest. SPRINT SPECTRUM REALTY COMPANY, L.P. has undergone reorganization and SPRINT SPECTRUM REALTY COMPANY, LLC is the legal entity that is now the successor in interest.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

- A. SECTION 2 shall be amended by adding the following Paragraph C:

"C. Additional Option to Extend

COMPANY shall have the option to extend the term of this AGREEMENT beyond the EXTENDED TERM described in Section 2.B, above, for three (3) additional five (5) year periods (each an "ADDITIONAL EXTENDED TERM") on the same terms, covenants and conditions that are contained in this AGREEMENT; CITY shall increase the USE CHARGE during the option period in the manner as provided in Section 3D below. Each ADDITIONAL EXTENDED TERM will be deemed automatically exercised without any action by either party, unless COMPANY exercises its option not to extend this AGREEMENT, if at all; by providing CITY with a written notice that COMPANY intends not to exercise its option no later than one hundred and eighty (180) days prior to the EXPIRATION DATE of the EXTENDED TERM or ADDITIONAL EXTENDED TERM then in effect."

- B. SECTION 3, Paragraph C shall be amended and replaced in its entirety by the following:

“C. Adjustment of USE CHARGES

1. The USE CHARGE shall be increased by three percent (3%) of the then current USE CHARGE.
2. The USE CHARGE adjustment shall occur on each Anniversary Date.
3. The USE CHARGE shall be adjusted in accordance with Exhibit D attached hereto.”

- C. SECTION 3, shall be amended by adding the following Paragraph D:

“D. Additional Options Charge and Payment

Commencing upon February 28, 2018, the USE CHARGE shall increase to the sum of \$38,000 per year which, commencing February 28, 2019 and annually thereafter, the USE CHARGE will be increased annually by three percent (3%) of the then current USE CHARGE.

COMPANY shall make all payments to CITY at the following address:

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

- D. SECTION 7, Paragraph A shall be amended by adding the following Subparagraph 6:

“6. COMPANY’s right to terminate this AGREEMENT pursuant to Subparagraph 5 above shall also apply during each ADDITIONAL EXTENDED TERM, if any.”

- E. SECTION 15 shall be amended and replaced in its entirety by the following:

“SECTION 15. NOTICES.

All notices, requests, demands or other communications with respect to the Agreement, whether or not herein expressly provided for, must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery after being either mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested or deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving written notice).

Owner: City of Morgan Hill
Attn: Community Services Department
17575 Peak Avenue
Morgan Hill, CA 95037

Sprint: Sprint Spectrum Realty Company, LLC
Sprint Property Services

Site ID: FS04XC209
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

with a copy to:

Sprint Law Department
Attn: Real Estate Attorney
Site ID: FS04XC209
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020"

F. Exhibit C – Antenna Facility shall be amended and replaced in its entirety by the following:

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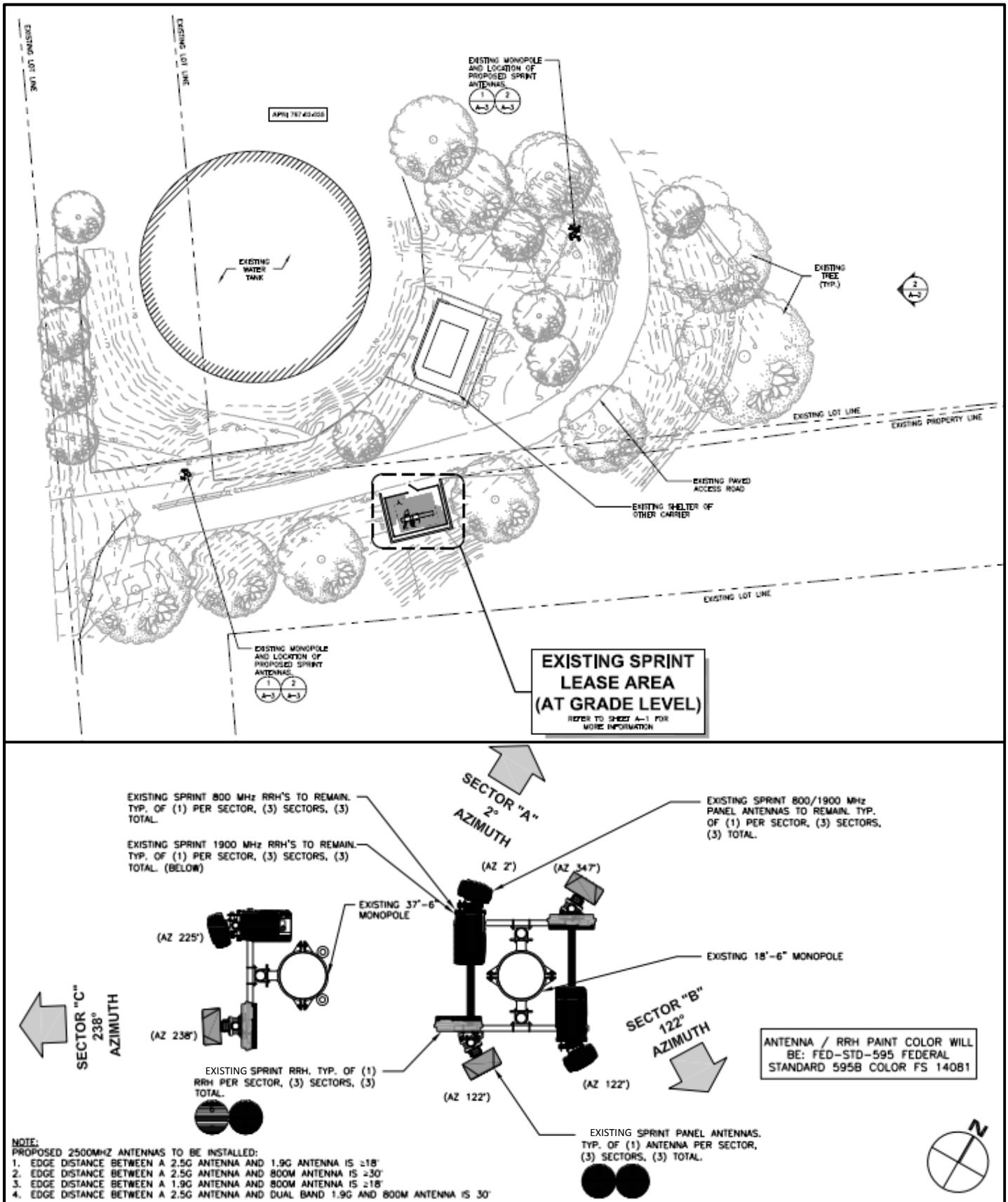
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Attachment: Sprint First Amendment 1.16.18 (1633 : Sprint Amendment)

EXHIBIT C



- G. Exhibit D – RATE SCHEDULE shall be amended and replaced in its entirety by the following:

“EXHIBIT D

RATE SCHEDULE

**Charges For Attachment Of Telecommunication Antennas/Equipment
To City Of Morgan Hill-Owned Properties**

The rates noted below are for Agreement Year 2018-19 ending February 28, 2019; rates increase annually by 3%. The USE CHARGE shall be further adjusted as described in Section 3.C if COMPANY exercises its options to extend this agreement, as provided for in Section 2.B.

6 – 8 antennae and/or foundation/surface area containing equipment or cabinet is less than 400 square feet	\$38,000 per annum
9 - 11 antennae and/or foundation/surface area containing equipment or cabinet is 401 to 600 square feet	\$44,000 per annum
12 - 16 antennae and/or foundation/surface area containing equipment or cabinet is 601 to 800 square feet	\$50,000 per annum
Requests for facilities containing more than 16 antennae and/or foundation/surface area containing equipment in excess of 800 square feet shall be reviewed and priced on a case-by-case basis”	

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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Attachment: Sprint First Amendment 1.16.18 (1633 : Sprint Amendment)

ATTEST:

CITY OF MORGAN HILL

City Clerk

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

City Manager

Date: _____

SPRINT SPECTRUM REALTY COMPANY,
LLC._____
By:

Title: _____

Print Name and Title of Signer.

Date: _____

Attachment: Sprint First Amendment 1.16.18 (1633 : Sprint Amendment)

Exhibit A to First Amendment

08048
City, Lease

2.28.2013

**NON-EXCLUSIVE INSTALLATION AND PROPERTY USE AGREEMENT BETWEEN
THE CITY OF MORGAN HILL AND SPRINT SPECTRUM REALTY COMPANY, L.P.**

This NON-EXCLUSIVE INSTALLATION AND PROPERTY USE AGREEMENT ("AGREEMENT") is made and entered into by and between the CITY OF MORGAN HILL, a municipal corporation ("CITY"), and Sprint Spectrum Realty Company, L.P., successor-in-interest to Sprint Spectrum L.P., a Delaware limited partnership, ("COMPANY"), upon execution by CITY ("Effective Date").

RECITALS

WHEREAS, CITY is the owner of that certain real property located at Nob Hill, having Assessor's Parcel Numbers 767-08-008, and 767-08-011, Santa Clara County, Morgan Hill, California, more particularly described on the "PROPERTY Description," attached hereto as Exhibit A and incorporated herein by this reference ("PROPERTY"); and

WHEREAS, COMPANY desires to maintain at no cost to CITY certain telecommunications facilities and appurtenant structures on PROPERTY owned by CITY to provide its communications services ("SERVICES") in and around CITY, and,

WHEREAS, in order to provide SERVICES, COMPANY desires to obtain from CITY and CITY desires to grant to COMPANY the right to use certain portions of the PROPERTY, which portions are further described in Exhibit B (the "LICENSED AREAS"), which is attached hereto and incorporated herein, for the purposes of installing, maintaining and operating a telecommunication facility including, without limitation, antennas and microwave dishes, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources, related equipment and structures and an antenna support structure, and associated equipment to provide SERVICES; and

WHEREAS, CITY desires to have the SERVICES available in CITY in accordance with the terms and conditions contained in this AGREEMENT.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RIGHT TO USE CITY PROPERTY.

A. Right to Use. CITY hereby grants COMPANY the right to use the LICENSED AREA on a non-exclusive basis, for the purpose of installing, maintaining, replacing, upgrading, and operating the ANTENNA FACILITY to provide SERVICES and for no other purpose.

B. Access.

1. COMPANY will be given reasonable access to the LICENSED AREA seven (7) days a week between the hours of 6:00 a.m. and 6:00 p.m. to repair, maintain, replace, upgrade or remove the ANTENNA FACILITY. Notwithstanding the foregoing, COMPANY shall have access at all times to the LICENSED AREA in the event of an emergency provided notice is promptly thereafter given to the PROPERTY MANAGER (as defined below) explaining the event of emergency and the duration of the visit.

2. If an emergency repair of the ANTENNA FACILITY is necessary, COMPANY may be allowed reasonable access to the LICENSED AREA at any time, provided that COMPANY attempts to notify the CITY's Public Works Director (hereinafter "PROPERTY MANAGER") prior to entering the LICENSED AREA. The CITY shall provide COMPANY with the phone number of the PROPERTY

MANAGER, which number shall permit contact with the PROPERTY MANAGER, or his/her designate, twenty-four hours per day.

3. COMPANY shall allow a representative of the CITY to observe any repair, maintenance or removal work performed at the LICENSED AREA or any other portion of the PROPERTY.

C. Relocation and Removal.

1. At any time during the EXTENDED TERM (as defined below in Section 2(a)) of this AGREEMENT, CITY may require relocation of the ANTENNA FACILITY to a location designated by CITY on the Property, provided that CITY shall provide COMPANY with a one hundred eighty (180) day prior written notice that the ANTENNA FACILITY must be relocated. Both parties will use good faith commercially reasonable efforts to identify a new location for the Antenna Facility on CITY's Property. If the parties hereto can not mutually agree upon a suitable new location for the Antenna Facility, or if the COMPANY, in its sole discretion, elects not to relocate the ANTENNA FACILITY, then COMPANY may terminate this Agreement without penalty or further obligation on thirty (30) days prior written notice to CITY and remove the ANTENNA FACILITY.

2. If COMPANY fails to relocate the ANTENNA FACILITY or repair or restore the affected areas of the LICENSED AREA and PROPERTY within the one hundred eighty (180) day period, as that period may be extended as provided in this SECTION, City Manager, in his or her sole discretion and without limitation with respect to any other rights or remedies which the CITY may have, may terminate this AGREEMENT, effective no earlier than twenty (20) days after the date of notice of termination, and CITY may thereafter remove any of COMPANY's PROPERTY, including the ANTENNA FACILITY from the PROPERTY.

3. If CITY removes the ANTENNA FACILITY pursuant to this Section, COMPANY shall pay to CITY all costs associated with CITY's removal of the ANTENNA FACILITY, including any storage costs, and costs to repair and restore the PROPERTY, including the LICENSED AREA, within ten (10) days after receipt by COMPANY of an itemized bill therefor. All of the ANTENNA FACILITY will remain COMPANY's personal property and are not fixtures.

D. No Warranties of Suitability of PROPERTY.

It is COMPANY's election to install and maintain the ANTENNA FACILITY at the PROPERTY and COMPANY does so solely at its own risk. CITY makes no representations or warranties regarding the suitability, condition or fitness of the PROPERTY for the installation, maintenance or use of the ANTENNA FACILITY.

E. Right of CITY Access.

CITY reserves, and COMPANY agrees to, the right of CITY, its authorized officers, employees, agents or contractors, to enter into and access the LICENSED AREA at any time provided that no less than forty-eight (48) hours prior written notice has been given to COMPANY to allow COMPANY to accompany CITY during such access. Without limiting the foregoing, CITY and COMPANY agree that CITY may, after giving reasonable notice to COMPANY to enable COMPANY to have a representative present as set forth above: (1) inspect the, LICENSED AREA and ANTENNA FACILITY for COMPANY's compliance with the terms of this AGREEMENT; and (2) make necessary repairs, alterations or additions to the PROPERTY or LICENSED AREA in keeping with CITY's usual course of operations on the Property without a claim by COMPANY for any loss of occupation or use of, or any abatement of, the USE CHARGE for use of the LICENSED AREA provided CITY or its agents do not cause damage or injury to COMPANY's personnel or the ANTENNA FACILITY while doing so.

SECTION 2. TERM.**A. Initial Term.**

The term of this AGREEMENT shall commence on the EFFECTIVE DATE set forth above, and shall continue for five (5) years, expiring at 11:59 p.m. on the fifth anniversary of said EFFECTIVE DATE ("EXPIRATION DATE"), unless earlier terminated as pursuant to the terms of this AGREEMENT.

B. Option to Extend.

COMPANY shall have the option to extend the term of this AGREEMENT beyond the initial term described herein for one additional five (5) year term (the "EXTENDED TERM") on the same terms, covenants and conditions that are contained in this AGREEMENT; CITY shall increase the USE CHARGE during the option period in the manner as provided in Section 3C below. COMPANY shall exercise its option to extend this AGREEMENT, if at all; by providing CITY with a written notice that COMPANY intends to exercise its option no later than one hundred and eighty (180) days prior to the EXPIRATION DATE.

SECTION 3. USE CHARGE.**A. Charge and Payment.**

Commencing upon the EFFECTIVE DATE, COMPANY shall pay CITY the sum of \$19,000.00 per year, calculated in accordance with the CITY's Rate Schedule as show in Exhibit D, which is subject to annual adjustment as provided below ("USE CHARGE"). The USE CHARGE shall be due and payable in full on each anniversary of the EFFECTIVE DATE ("Anniversary Date") without offset, in advance. COMPANY shall make all payments to CITY at the following address:

City of Morgan Hill
Finance Department
17555 Peak Avenue
Morgan Hill, California 95037

B. Late Charge.

If COMPANY fails to pay any amount due to the CITY (including but not limited to the USE CHARGE or any other amount payable to the CITY), within fifteen (15) days following the due date, COMPANY shall pay a late charge of five percent (5%) of the amount past due. COMPANY acknowledges and agrees that it would be extremely difficult or impracticable to fix the actual damages resulting from COMPANY's failure to pay amounts when due, and therefore, COMPANY shall pay such late charges not as a penalty, but for the purpose of defraying the expenses incident to handling amounts past due. Such late charges represent the reasonable estimate of the loss that may be sustained by CITY due to the failure of COMPANY to timely pay amounts due hereunder.

C. Adjustment of USE CHARGE.

1. The USE CHARGE shall be increased annually by four percent (4%) of the then current USE CHARGE,
2. The USE CHARGE adjustment shall occur on each Anniversary Date.
3. The USE CHARGE shall be adjusted in accordance with the Exhibit D attached hereto.

SECTION 4. RIGHT TO USE APPLICABLE ONLY TO PROPERTY.

This AGREEMENT shall not be construed to permit construction, installation, maintenance or use of an ANTENNA FACILITY on any property other than the ANTENNA FACILITY on the LICENSED AREA.

SECTION 5. COMPLIANCE WITH APPLICABLE LAW AND APPROVALS.

A. Facility to be Constructed in Accordance with Law.

COMPANY shall construct, install, operate, maintain and remove the ANTENNA FACILITY in accordance with all applicable federal, state and local governmental laws, rules and regulations now in existence or as hereafter enacted or amended. Without limiting the foregoing, COMPANY shall obtain, maintain and fully comply with any and all permits or approvals required from CITY.

B. Utility User's Tax.

COMPANY acknowledges and agrees that CITY does not currently require users of communications services such as the SERVICES to pay to CITY a utility users' tax. However, without limiting the other provisions of this SECTION, should the CITY ever institute such a tax, COMPANY agrees that COMPANY shall collect from the users of the SERVICES and remit to CITY said utility users' tax all in the manner described in, and in compliance with, the CITY's requirements.

C. Licensing and Authorization.

COMPANY (and/or its affiliated entities) represents that it is licensed by the Federal Communications Commission to operate the ANTENNA FACILITIES and provide the SERVICES, and COMPANY agrees to provide documentation evidencing such licensing and authorization within ten (10) business days of receipt of a request from CITY for such documentation.

SECTION 6. MAINTENANCE AND REPAIR.

A. COMPANY shall maintain and repair the ANTENNA FACILITY, at no cost to CITY (except as specifically provided otherwise in this AGREEMENT) and to CITY's reasonable satisfaction, any and all damage to the PROPERTY or the LICENSED AREA that may result from any relocation or removal of the ANTENNA FACILITY or COMPANY's exercise of any of the rights and privileges hereby granted, including, without limitation, damage to any walls, floors, ceilings, doors or electrical system in the PROPERTY or the LICENSED AREA. Upon removal of the ANTENNA FACILITY and termination of this AGREEMENT, COMPANY shall restore the affected areas of the PROPERTY to at least as good condition and repair as before COMPANY's use thereof, except for ordinary wear and tear.

B. COMPANY agrees to and shall: (1) keep the ANTENNA FACILITY and the LICENSED AREA in neat, clean, safe and orderly condition at all times; (2) not cause rubbish, garbage or debris to accumulate or remain on or around the ANTENNA FACILITY, LICENSED AREA or PROPERTY at any time; (3) not commit, suffer or allow any acts by COMPANY to be done at or around the ANTENNA FACILITY, LICENSED AREA or PROPERTY in violation of any law, regulation, permit or rule; and, (4) not use or allow the use of the ANTENNA FACILITY, LICENSED AREA or PROPERTY for any illegal or immoral purpose.

C. COMPANY shall mark cabling every 18 inches with identifying ownership markings and identify the antenna with similar ownership markings.

D. Prior to installation COMPANY shall submit plans and specifications to the CITY for approval any proposed cable runs. In addition, the COMPANY must provide a set of as-builts after installation that shows exactly where the cable run is, as well as other details relating to the location of such cable runs.

E. Should the COMPANY, in the CITY'S sole and reasonable judgment, fail to maintain the ANTENNA FACILITY and PROPERTY to the standards set forth in this SECTION 6, CITY shall provide written notice to COMPANY of such failure. If COMPANY fails to remedy such failure within thirty (30) days of receipt of such written notice, CITY may enter upon the PROPERTY and effectuate such acts as it deems reasonably necessary to comply with such standards. Any costs incurred by the CITY will be payable by the COMPANY within thirty (30) days of receipt of an itemized bill therefor.

Notwithstanding the foregoing, in the event COMPANY fails to keep the ANTENNA FACILITY and/or the LICENSED AREA in a safe condition, CITY may so notify COMPANY whereupon COMPANY shall commence and diligently pursue any and all necessary repairs within a prompt and timely manner which shall be commensurate with the nature of the unsafe condition. COMPANY agrees that under all such circumstances, COMPANY will commence such repairs no later than seventy-two hours following its receipt of notice thereof. Notwithstanding the foregoing, COMPANY shall not be required to repair any unsafe condition to the extent directly caused by CITY or its agents, employees or contractors..

SECTION 7. TERMINATION.

A. Termination. Except as otherwise provided in this Agreement, this Agreement may be terminated as follows:

1. Either party may terminate if the other party fails to cure a material breach of any term or condition hereof, within thirty (30) days after the other party has been notified in writing of such breach, provided, however, the Agreement may not be terminated, except for non-payment of any sums due to the CITY, if the defaulting party commences action to cure the default within the 30 day period and proceeds with due diligence to fully cure the default; or
2. CITY may terminate if COMPANY's operation is reasonably deemed by the FCC to endanger or pose a threat to the public health, safety or welfare; or
3. CITY may terminate if CITY is mandated by law, a court order or decision, or the federal, state or local government to take certain actions that will cause or require the removal of the ANTENNA FACILITY from the LICENSED AREA, or
4. CITY may terminate upon one hundred (180) days' prior written notice to COMPANY
5. COMPANY shall have the right to terminate this AGREEMENT during the EXTENDED TERM for any reasonable cause upon providing CITY six (6) months written notice of termination of this AGREEMENT. The parties agree that reasonable cause shall include, but not be limited to, COMPANY's determination that the LICENSED AREA is not appropriate for its operations for economic, environmental or technological reasons, including without limitation signal strength or interference.

B. Removal of Facility Upon Termination.

COMPANY shall remove the ANTENNA FACILITY and repair and restore the affected areas of the LICENSED AREA and the PROPERTY prior to the expiration of this AGREEMENT, less reasonable wear and tear or other casualty beyond the control of COMPANY. If this AGREEMENT is terminated by either party earlier than the expiration of the term, COMPANY shall remove the ANTENNA FACILITY and repair and restore the affected areas of the LICENSED AREA and the PROPERTY, less reasonable wear and tear or other casualty beyond the control of COMPANY, no later than sixty (60) days after notice of

termination, provided that termination due to required relocation of the ANTENNA FACILITY shall be governed by Section 1.C. Removal of the ANTENNA FACILITY shall be at COMPANY's sole cost and expense, except as specifically provided otherwise in this AGREEMENT. Should the COMPANY, or its successor in interest or assign, in the CITY'S sole and reasonable judgment, fail to remove the ANTENNA FACILITY and/or repair or restore the LICENSED AREA within such sixty (60) day period, CITY may enter upon the PROPERTY and effectuate such acts as it deems necessary to comply with such standards. Any costs incurred by the CITY will be payable by the COMPANY within ten (10) days of receipt of an itemized bill therefore.

C. Prorated Use Charge Reimbursement.

In the event of the early termination of this Agreement, CITY will reimburse COMPANY the unused portion of the USE CHARGE after proration.

SECTION 8. NO LIABILITY.

A. Liability.

CITY, its agents, officers, employees or contractors, shall not be liable for any damage from any cause whatsoever to the ANTENNA FACILITY, specifically including, without limitation, damage, if any, resulting from CITY's maintenance operations adjacent to the ANTENNA FACILITY or from vandalism or unauthorized use of the ANTENNA FACILITY, except to the extent such damage is caused by the negligence or willful misconduct of CITY, its agents, officers, employees or contractors.

B. Security.

COMPANY shall take reasonable precautions against damage to or unauthorized use of the ANTENNA FACILITY. CITY shall not be liable for any vandalism or other damage that may occur to the ANTENNA FACILITY or in the LICENSED AREA or any unauthorized use of the ANTENNA FACILITY except as provided in Section 8.A., above.

SECTION 9. PLANS AND SPECIFICATIONS; PERMITS.

A. COMPANY will not make any material alterations to the ANTENNA FACILITY as described in Exhibit C without the prior written approval of the CITY, which approval will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, maintenance, repairs, like-kind or similar replacements of the ANTENNA FACILITY and modifications made within the interior of any shelters or to base station equipment shall not be considered "material alterations." For purposes of this Agreement, a material change to antennas or coaxial cables shall mean one which increases the size, wind load or weight bearing capacity of the those portions of the ANTENNA FACILITY.

B. CITY shall have the right of prior review and approval of all Plans and Specifications, and, subject to the notice requirements of Section 20 below, shall have the right to inspect the ANTENNA FACILITY at any time during and after installation to ensure compliance with such Plans and Specifications. COMPANY shall not commence installation or material alteration of the ANTENNA FACILITY, or any portion thereof, until CITY has approved the Plans and Specifications and COMPANY has obtained all applicable permits. Approval of Plans, Specifications and Permits shall not release COMPANY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the Plans, Specifications and/or Permits. COMPANY shall be responsible for notifying CITY and all other relevant parties immediately upon discovery of such omissions and/or errors. Notwithstanding the foregoing, maintenance, repairs, like-kind or similar replacements of the ANTENNA FACILITY and modifications made within the interior of any shelters or base station equipment shall not be considered "material alterations".

C. COMPANY agrees to perform any work in furtherance of the Plans, Specifications and Permits at COMPANY's sole expense and in accordance with and in a manner CITY is satisfied conforms to Plans, Specifications and Permits as may be approved by CITY in furtherance of this AGREEMENT.

D. COMPANY will submit four (4) sets of such Plans and Specifications to the CITY at the address set forth for Notices in Section 15 herein, which CITY shall use for description and acceptance of the ANTENNA FACILITY. COMPANY shall supply the CITY any additional information it may request before approving the Plans and Specifications in a format which is acceptable to the CITY.

E. COMPANY shall apply for and obtain all applicable permits as are required by CITY to perform the work described in this AGREEMENT and shall comply with all of the terms and conditions set forth in such permits, including, without limitation, allowing CITY personnel to inspect the installation of the ANTENNA FACILITY on CITY property. COMPANY shall arrange for, obtain and bear costs of all: permits (including without limitation any fees as required by any federal, state or local law, statute, ordinance, rule or regulation); plan check and inspection fees; licenses; environmental impact reports; site preparation; surface treatment and relocation of any facilities on the LICENSED AREA, as necessary or required for health or safety in the construction or alteration of the LICENSED AREA pursuant to this Agreement. As a condition of this AGREEMENT, COMPANY agrees to perform the covenants and conditions contained in any permit issued or to be issued to COMPANY by CITY's Chief Engineer or his designees.

SECTION 10. INDEMNIFICATION.

COMPANY shall protect, defend, indemnify, and hold harmless CITY, its officers, employees and agents against any claim, loss or liability, including reasonable attorney fees and costs, arising from or related to any damage, injury or loss caused by, or resulting from: any legal action to the extent caused by the installation, maintenance, operation or use of the ANTENNA FACILITY, the provision of SERVICES, or from COMPANY's negligent occupation or use of the PROPERTY or the LICENSED AREA, including, without limitation, that which is due to the willful misconduct or negligent acts (active or passive) by COMPANY, its officers, employees, consultants or agents. COMPANY's obligation to indemnify and hold harmless excludes only such claims, damage, loss or liability to the extent caused by the negligence or willful misconduct of CITY and/or its employees, officers, consultants, agents or contractors. All of COMPANY's obligations under this SECTION are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this AGREEMENT.

In an action or claim against CITY in which COMPANY is defending CITY, CITY shall have the right to approve reasonably satisfactory legal counsel providing CITY's defense.

SECTION 11. TAXES.

A. COMPANY shall pay before delinquency any and all taxes, assessments, licenses, fees and other public charges which may be levied, assessed or imposed upon any of COMPANY's interests herein, upon COMPANY's businesses, upon COMPANY for the privilege of conducting business, or upon any property of COMPANY at the PROPERTY. COMPANY is advised that this AGREEMENT may, but is not intended to, create a possessory interest in the LICENSED AREA, for which COMPANY may be subject to payment of possessory interest taxes therefore, for which CITY shall not be liable. Payment of any possessory interest tax shall not reduce in any way any charges or other fees required to be paid by COMPANY hereunder. CITY upon request from COMPANY shall provide any and all documentation that it has pertaining to any taxes due that are directly attributable to COMPANY's use of the LICENSED AREA.

B. COMPANY shall not permit or suffer any liens to be imposed upon the PROPERTY or any portion thereof, without promptly discharging the same, provided, however, that COMPANY may, if it so desires, contest the legality of same following prior written notice to CITY. In the event of a contest of a lien, COMPANY shall provide a bond in an amount and in a form reasonably acceptable to CITY within fifteen (15) days following written request therefor by CITY.

SECTION 12. INSURANCE.

A. COMPANY, at COMPANY's own expense throughout the Term of this AGREEMENT, as extended, shall comply with the insurance requirements attached hereto as Exhibit E and incorporated by reference herein. The procuring of the policy or policies of insurance required by Exhibit E shall neither be construed to limit COMPANY's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT. Notwithstanding the policy or policies of insurance, COMPANY shall be obligated for the full and total amount of any damage, injury, loss, or attorney fees and costs, caused by its negligence or willful misconduct arising out of this AGREEMENT or COMPANY's use of the PROPERTY or the LICENSED AREA.

B. COMPANY shall deposit with CITY, on or before the EFFECTIVE DATE, certificates of insurance and the required endorsements in forms reasonably satisfactory to CITY, indicating compliance with the insurance provisions of this AGREEMENT. COMPANY shall keep the insurance in effect, and the certificates evidencing the insurance on deposit with CITY, during the Term of the AGREEMENT and as the same may be extended.

SECTION 13. FREQUENCY INTERFERENCE.

A. COMPANY will not cause, permit or allow the installation, operation, maintenance or use of the ANTENNA FACILITIES or any other equipment installed pursuant to this AGREEMENT to interfere with: (1) any CITY use of the PROPERTY; (2), CITY equipment used at the PROPERTY; (3) CITY communications; and/or (4) or any pre-existing third party uses of the PROPERTY, including uses of communications equipment, which uses were authorized or planned by CITY prior to the installation of the ANTENNA FACILITY. For the purposes of this Section 13, pre-existing third party uses of the PROPERTY shall only be those uses of the PROPERTY by third parties whose uses were authorized or planned by CITY prior to January 16, 1997. Additionally, for the purposes of this AGREEMENT, the ANTENNA FACILITY was installed as of February, 24, 1997. COMPANY shall immediately provide, in writing, to the CITY at the address set forth for notices in Section 15, herein, the frequencies utilized in the operation of the ANTENNA FACILITIES. COMPANY shall also provide the CITY, at the same address, with written notice of any intended changes in those frequencies, a description of those frequencies and the dates that those frequency changes are anticipated to occur, at least thirty (30) days prior to the date that those frequency changes are anticipated to occur. COMPANY shall not begin any work on the PROPERTY pursuant to this AGREEMENT until these frequencies have been provided in writing to the CITY's Public Works Director or any other person that may be designated by CITY's City Manager.

B. COMPANY shall ensure that its use of the ANTENNA FACILITY does not interfere with CITY's communication transmissions in the vicinity of the PROPERTY, including, if applicable and without limitation, the CITY's public safety transmissions, police and fire communications and CITY's internal or external communications. COMPANY shall operate the ANTENNA FACILITY in such a manner that all communications sent or received by the ANTENNA FACILITY shall be separated from all CITY communications frequencies including without limitation, CITY communications listed in the preceding sentence, by at least 1 megahertz. CITY acknowledges that COMPANY's ability to comply with this provision shall be dependent upon the CITY providing, in writing, to the COMPANY at the address set forth for notices in Section 15, herein, all of the communications frequencies utilized by CITY in the vicinity of the PROPERTY. CITY shall also provide the COMPANY, at the same address, with written notice of any intended changes in those frequencies, a description of those frequencies and the dates that those frequency changes are anticipated to occur, at least thirty (30) days prior to the date that those frequency changes are anticipated to occur. In the event that any public safety radio equipment causes radio frequency interference with the ANTENNA FACILITY, CITY and COMPANY shall reasonably cooperate with each other to eliminate such interference.

C. CITY shall provide COMPANY with telephonic notice of any reasonable claim that COMPANY's use of the Property is the cause of radio frequency interference to CITY or any of CITY's radio frequency

operations. If COMPANY's construction, installation, maintenance, operation, use or removal of the ANTENNA FACILITY violates this provision; COMPANY shall immediately eliminate such violation or interference. If COMPANY fails to eliminate such violation or interference within 16 hours of notice, CITY may, in addition to and without compromising any other remedy available to CITY, immediately cut off power to the ANTENNA FACILITIES, provided, however, CITY will make power available to COMPANY during off peak hours so that COMPANY may conduct intermittent testing of the ANTENNA FACILITY to determine whether the interference has been resolved. CITY shall immediately provide notice to COMPANY of any interference and/or the exercise of CITY's shut off rights pursuant to this SECTION. CITY agrees to immediately re-instate power once COMPANY has eliminated the alleged interference to CITY's reasonable satisfaction.

D. COMPANY and its affiliates shall operate its communications equipment in a manner that is consistent with all applicable frequencies assigned to it by the Federal Communications Commission ("FCC"), if any, and in compliance with all applicable FCC rules and regulations.

SECTION 14. ACCESS AND UTILITY LICENSE

A. For the entire term of this AGREEMENT, including any EXTENDED TERM, COMPANY is hereby given and granted rights-of-way for ingress and egress to the LICENSED AREAS over, upon and across adjoining lands and rights-of-way owned or controlled by CITY as may be required for the purpose of erection, installation, maintenance, repair, operation and removal of the ANTENNA FACILITY and other necessary appurtenances and for telephone lines and power lines used in connection therewith, (separately the "ACCESS LICENSE" and the "UTILITY LICENSE" and collectively the "ACCESS & UTILITIES LICENSE"). Such rights-of-way for ingress, egress and utilities shall be over existing roads and parking lots. COMPANY shall have the right but not the obligation to improve any ACCESS LICENSE either by grading, graveling or paving it with prior approval from CITY. CITY has complete unfettered use of said ACCESS LICENSE and road improvements at any time. COMPANY's use of the ACCESS LICENSE shall not unreasonably interfere with CITY's use of the ACCESS LICENSE.

B. The UTILITY LICENSE shall be for the installation, maintenance, repair, operation and removal (whether by COMPANY or by COMPANY's designate utility provider) of necessary underground utilities from the point of connection with the utility provider's distribution network, to the LICENSED AREA. The UTILITY LICENSE shall be sufficiently wide for providing the applicable utilities to the LICENSED AREA but in no event wider than twenty (20) feet. It is understood that COMPANY and the utility provider providing the services to COMPANY shall have reasonable access to all areas of the PROPERTY and LICENSED AREA and other lands and rights-of-way owned by CITY as necessary for the installation, maintenance, repair and/or removal of such services.

C. In the event COMPANY or its agents, contractors or employees cause any damage to the existing access road during the construction period or during the TERM or EXTENDED TERM of this AGREEMENT, COMPANY, at its sole cost, will repair said damage.

D. COMPANY shall share in the cost of the reasonable maintenance and repairs to the portion of the existing access road used by COMPANY during the TERM and EXTENDED TERM of this AGREEMENT. COMPANY's share shall be twenty-five (25%) of the total cost. CITY shall provide COMPANY with adequate documentation of the maintenance and repair costs incurred by CITY, and COMPANY shall have thirty (30) days from receipt of the invoice and documentation to reimburse CITY for COMPANY's share. CITY shall notify COMPANY in writing of the scope, nature and cost of work to be performed on the road prior to commencement of any road maintenance or repairs.

SECTION 15. NOTICES.

Except as otherwise specifically set forth and allowed under this AGREEMENT, all notices herein required to be given or which may be given by either party to the other shall be deemed to have been fully

given when served personally on CITY or COMPANY, or when made in writing and deposited in the United States Mail, certified mail, return receipt requested, postage prepaid and addressed as follows:

To CITY: City Manager
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037

With a copy to: Office of the City Attorney
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037

To COMPANY: Sprint Nextel Property Services
Mailstop: KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

With a copy to: Sprint Nextel Law Department
Mailstop: KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-Z2020
Attn: Real Estate Attorney

Telephonic Notice: Landlord Solutions: 800-357-7641

Either party may change its address for notice by notifying the other party in the manner provided in this Paragraph.

SECTION 16. ATTORNEY FEES..

In the event of any legal proceedings arising out of this AGREEMENT, the prevailing party shall be awarded its reasonable attorney fees, costs and expenses.

SECTION 17. ASSIGNMENT.

COMPANY shall not voluntarily or by operation of law, assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of COMPANY's interest in this AGREEMENT or in the LICENSED AREA, without CITY's prior written consent, which will not be unreasonably withheld, delayed or conditioned; provided, however, COMPANY shall have the right to assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of COMPANY's interest in this Agreement to any of its subsidiaries, affiliates or successor legal entities or to any entity acquiring substantially all of the assets of COMPANY.

SECTION 18. GOVERNING LAW.

This AGREEMENT shall be construed by, and in accordance with, the laws of the State of California.

SECTION 19. NO INTEREST IN PROPERTY.

Nothing herein shall be deemed to create a lease, or easement of any property, or to grant any interest in the PROPERTY, other than a real property license to use the LICENSED AREA and ACCESS & UTILITIES LICENSE areas, revocable as set forth herein.

SECTION 20. INSPECTION.

A. CITY's officials, employees and agents shall have the right to access the LICENSED AREA for purposes of inspection (and other purposes contemplated by this AGREEMENT) at all times during the period covered by this AGREEMENT. Notwithstanding the foregoing, and except as permitted by law, CITY agrees to notify COMPANY telephonically at least forty-eight 48 hours prior to commencing such access to allow COMPANY to be present and accompany CITY personnel during the inspection. COMPANY agrees to use good faith efforts to do so.

B. Nothing in the foregoing shall limit the access rights to the LICENSED AREA and/or the ANTENNA FACILITY as may be set forth in any applicable permits issued to COMPANY and related to this AGREEMENT.

C. Notwithstanding the foregoing, in the event CITY experiences prohibited interference from COMPANY's ANTENNA FACILITIES CITY will telephonically notify COMPANY as required by Section 13. In the event COMPANY is unable to abate the interference within the time period set forth in Section 13, CITY may thereafter immediately access all portions of the LICENSED AREA and/or the ANTENNA FACILITY, with or without COMPANY accompaniment, as reasonably necessary in order to cut power to the ANTENNA FACILITIES as set forth in Section 13.

D. Notwithstanding the foregoing, in the event CITY desires to visually inspect the LICENSED AREA without physically accessing it, the CITY may do so at any and all times.

SECTION 21. UTILITIES.

COMPANY shall be solely responsible for ensuring that the LICENSED AREA has adequate electrical power and any other utility service necessary or useful to operation of the ANTENNA FACILITY. CITY is not obligated to make electricity or other utilities available if there is an interruption in such service to the LICENSED AREA or to the PROPERTY. COMPANY shall not do, nor shall it permit anything to be done, which may interfere with the effectiveness or accessibility of the utility, heating, ventilation, diesel exhaust or air conditioning systems or portions thereof of the PROPERTY.

SECTION 22. NOT AGENT OF CITY.

Neither anything in this AGREEMENT nor any acts of COMPANY shall authorize COMPANY or any of its employees, agents or contractors to act as agent, contractor, joint venturer or employee of CITY for any purpose.

SECTION 23. RESERVATION OF RIGHTS.

COMPANY understands, acknowledges and agrees that any and all authorizations granted to COMPANY under this AGREEMENT are nonexclusive and shall remain subject to all prior and continuing regulatory and proprietary rights and powers of CITY to regulate, govern and use CITY property, as well as any existing encumbrances, deeds, covenants, restrictions, easements, dedications and other claims of title that may affect CITY property. CITY and COMPANY agree that nothing contained in, or contemplated by, this AGREEMENT is intended to confer, convey, create or grant to COMPANY any perpetual interest in any CITY property or in any of CITY's public rights of way.

SECTION 24. CONFLICT OF INTEREST.

COMPANY and CITY shall avoid all conflicts of interest or the appearance of conflicts of interest in the performance of this AGREEMENT.

SECTION 25. HAZARDOUS MATERIALS.

COMPANY agrees that it has not and will not use, generate, store or dispose of any Hazardous Material on, under, about or within the COMPANY LICENSED AREA in violation of any law or regulation. CITY represents, warrants and agrees (1) that neither CITY, nor to CITY's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of any Hazardous Material on, under about or within the PROPERTY in violation of any law or regulation, and (2) that CITY will not, and will not knowingly permit any third party to use, generate, store or dispose of any Hazardous Material on, under about or within the COMPANY LICENSED AREA in violation of any law or regulation. CITY and COMPANY each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

SECTION 26. MISCELLANEOUS.

A. Whenever the singular number is used in this AGREEMENT and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

B. If there be more than one entity designated in, or signatory to, this AGREEMENT, the obligations hereunder imposed upon COMPANY shall be joint and several; and the term COMPANY as used herein shall refer to each and every of said signatory parties, severally as well as jointly.

C. This instrument contains all of the agreements and conditions entered into and made by and between the parties and may not be modified orally, or in any manner, other than by an agreement in writing signed by all the parties hereto or their respective successors-in interest.

D. Time is, and shall be, of the essence for each term and provision of this AGREEMENT.

E. Each and every term, condition, covenant and provision of this AGREEMENT is and shall be deemed to be a material part of the consideration for CITY's entry into this AGREEMENT and any breach hereof by COMPANY shall be deemed to be a material breach. Each term and provision of this AGREEMENT performable by COMPANY shall be construed to be both a covenant and a condition.

F. The headings of the several paragraphs and sections of this AGREEMENT are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this AGREEMENT and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

G. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either CITY or COMPANY in its respective rights and obligations contained in the valid covenants, conditions and provisions of this AGREEMENT.

H. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall be deemed a part of this AGREEMENT as if set forth fully herein.

I. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party.

J. Days, unless otherwise specified, shall mean calendar days.

K. Whenever in this AGREEMENT the approval or consent of a party is required, such approval or consent must be in advance, shall be in writing, and shall be executed by a person having the express authority to grant such approval or consent unless the terms of this AGREEMENT specifically allow an oral approval or consent of a party.

L. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

M. The parties hereby irrevocably agree that the existing Land Lease Agreement dated January 16, 1997 as purportedly amended by that First Amendment to PCS Site Agreement dated May 16, 2006 (collectively the "Terminated Agreement"), by and between CITY and COMPANY's predecessor-in-interest, Sprint Spectrum L.P., a Delaware limited partnership, relating to the existing COMPANY facility ("Existing Sprint Facility"), located on the PROPERTY, shall terminate upon the full execution of this Agreement.

N. COMPANY shall, at its own cost and expense, within 30 days of execution of this AGREEMENT, reasonably camouflage the silver colored boxes in the ANTENNA FACILITY to the CITY's satisfaction.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the EFFECTIVE DATE.

ATTEST:

City Clerk

Date:

APPROVED:

Risk Manager

Date:

APPROVED AS TO FORM:

City Attorney

Date:

THE CITY OF MORGAN HILL
"CITY"

City Manager

Date:

Sprint Spectrum Realty Company, L.P.
"COMPANY"

By:

Date:

Title

EXHIBIT A

Site Name Nob Hill Water TankSite I. D. fs06xc209↑
4

The real property situated in the City of Morgan Hill, County of Santa Clara, State of
California commonly described as

Legal Description of Property

SITUATE in the City of Morgan Hill, County of Santa Clara, State of California, and being a
portion of the lands of the "Morgan Hill Ranch Map No. 2", said map being recorded in Book
"G" of Maps, at Page 18, in the Office of the County Recorder of the County of Santa Clara,
State of California, and being more particularly described as follows:

Parcel One

Lots numbered thirteen (13) through fifteen (15), and lots numbered eighteen (18) through thirty
(30), all in Block 82, as shown on said "Morgan Hill Ranch Map No. 2";

Parcel Two

The southwesterly 135 feet of a lot numbered twenty-four (24), in Block 83, as shown on said
"Morgan Hill Ranch Map No. 2";

Parcel Three

A portion of West Fourth Street, and a portion of Del Monte Avenue, as shown on said "Morgan
Hill Ranch Map No. 2".

Description compiled in March 1995 by Robert L. DeWitt & Associates, Inc., from deed and
description provided by the City of Morgan Hill.

Assessor's Parcel Number 767-08-008, -011

Owner Initials _____

SSLP Initials _____

Attachment: Sprint First Amendment 1.16.18 (1633 : Sprint Amendment)

EXHIBIT "B"

SITUATE in the City of Morgan Hill, County of Santa Clara, State of California, and being a portion of the lands of the "Morgan Hill Ranch Map No. 2", said map being recorded in Book "G" of Maps, page 18, in the Office of the County Recorder of the County of Santa Clara, State of California, and being more particularly described as follows:

BEGINNING at a 1/2" iron pipe tagged RCE 20,919, having a NAD 83 coordinate of North = 1,870,572.25 and East = 6,225,403.21 from which a concrete monument having a NAD 83 coordinate of North = 1,870,870.85 and East = 6,225,897.55 found in a street monument box in the intersection of West Fourth Street and Monterey Road bears North 58° 52' 01" East 577.53 feet distant, and from said concrete monument a brass pin found in a street monument box in the intersection of West Third Street and Monterey Road bears North 34° 08' 12" West 350.17 feet distant; thence from said POINT OF BEGINNING the following courses:

1. South 45° 29' 50" East 20.00 feet to a 1/2 inch iron pipe tagged RCE 20,919; thence
2. South 44° 30' 10" West 25.00 feet to a 1/2 inch iron pipe tagged RCE 20,919; thence
3. North 45° 29' 50" West 20.00 feet to a 1/2 inch iron pipe tagged RCE 20,919; thence
4. North 44° 30' 10" East 25.00 feet to the POINT OF BEGINNING.

Contains 500 square feet, a little more or less.

TOGETHER with Easements for the installation and maintenance of antenna(s) and all necessary appurtenances thereto, including structural supporting members, and being more particularly described as follows:

ANTENNA LOCATION NO. 1:

BEING a parcel of land five (5) feet square, the center point of which is a point having a NAD 83 coordinate of North = 1,870,681.64 and East = 6,225,399.75. The sidelines of said parcel to be oriented in North, East, South, and West directions.

ANTENNA LOCATION NO. 2:

BEING a parcel of land five (5) feet square, the center point of which is a point having a NAD 83 coordinate of North = 1,870,521.52 and East = 6,225,317.75. The sidelines of said parcel to be oriented in North, East, South, and West directions.

Coordinates listed herein are California State Plane Coordinates, CCS83, Zone 3, as derived from mapping provided by the City of Morgan Hill, Department of Public Works.

Surveyed and compiled in December 1996 by Robert L. DeWitt & Associates, Inc., Civil Engineers and Land Surveyors.

APN 767-08-008 (portion)

96044B12.17



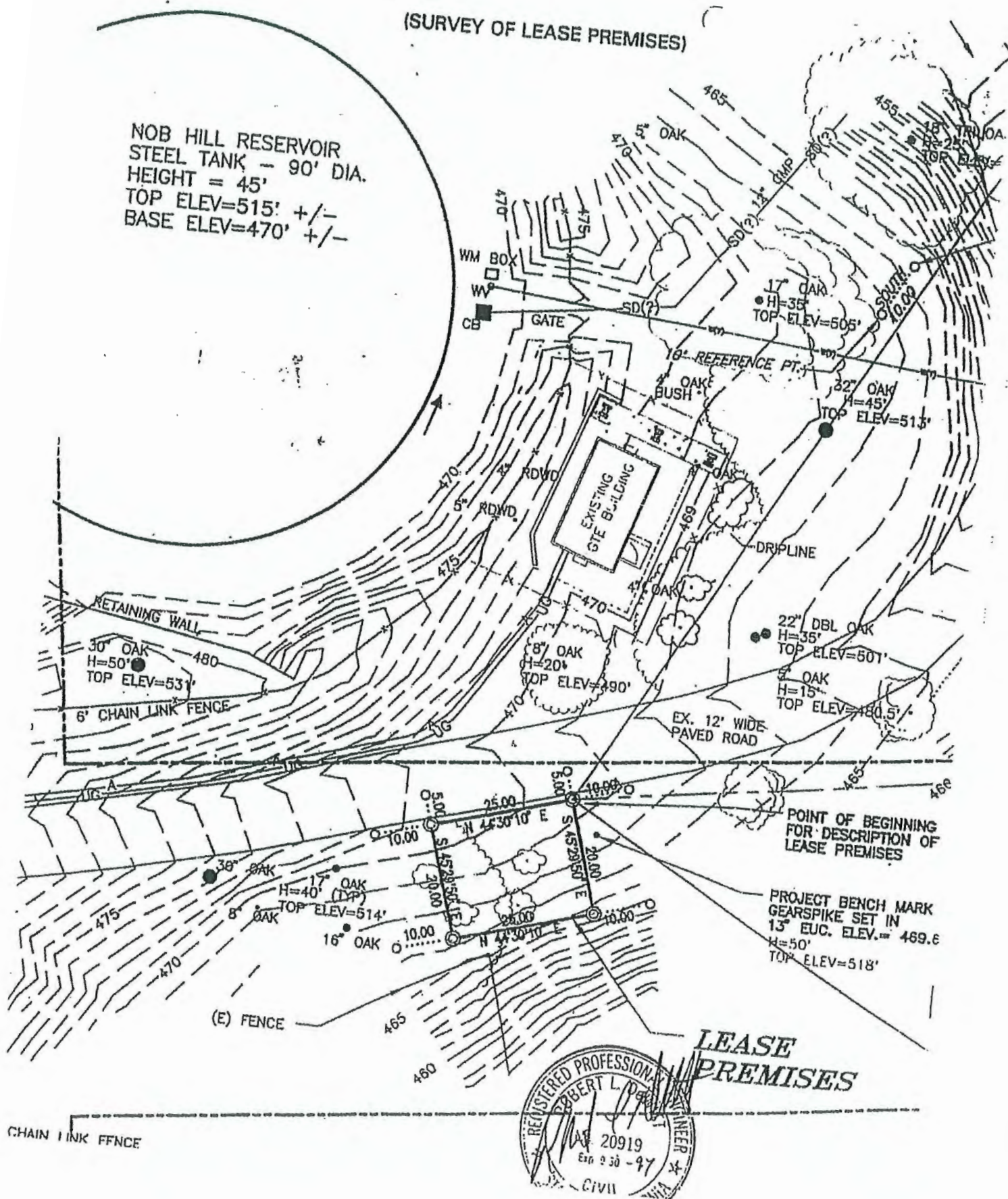


EXHIBIT C

ANTENNA FACILITY

Compact BTS equipment (radio rack)

Battery back-up cabinet

Three sectors (3-antennas) on water tank

BTS and battery cabinet located inside chain link fence.

EXHIBIT D

RATE SCHEDULE**CHARGES FOR ATTACHMENT OF TELECOMMUNICATION ANTENNAS/EQUIPMENT TO CITY OF MORGAN HILL OWNED PROPERTIES**

The rates noted below are for the first year following the EFFECTIVE DATE of this AGREEMENT.
Thereafter rates increase annually by 4%.

1 to 4 antennae and/or foundation/surface area containing equipment or cabinet is less than 400 square feet	\$ 19,000.00 per annum
5 to 8 antennae and/or foundation/surface area containing equipment or cabinet is 400 to 600 square feet	\$ 23,000.00 per annum
9 or more antennae and/or foundation/surface area containing equipment or cabinet is 600+ square feet but not more than 16 antennas and 2000 square feet	\$ 27,000.00 per annum
Requests for facilities containing more than 16 antennae and/or foundation/surface area containing equipment in excess of 2000 square feet shall be reviewed and priced on a case-by-case basis	

EXHIBIT E

1. INSURANCE.

COMPANY shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to PROPERTY, which may arise from, or in connection with, the performance of the work hereunder by COMPANY, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

Insurance Services Office form number GL 0002 (Ed. 1/73) covering commercial General Liability and Insurance Services Office form number GL 0404 covering Broad Form Commercial General Liability; or insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including, X, C, U, (E DATE).

1. Explosion, Collapse & Underground coverage.
2. Insurance Services Office form number CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage also to include code 8 "hired autos" and code 9 "non-owned" autos.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. PROPERTY Insurance against all risks of loss to any tenant improvement or betterments.

B. Minimum Limits of Insurance.

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
2. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$100,000 per accident.
3. Property Insurance: Full replacement cost with no co-insurance penalty provision.

C. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage(s)
 - a. The City of Morgan Hill, its officers, employees, agents and contractors are to be covered as additional insured(s) as respects: Liability arising out of activities performed by or on behalf of, COMPANY; products and completed operations of COMPANY; premises owned, leased or used by COMPANY; and automobiles owned, leased, hired

or borrowed by COMPANY. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. COMPANY's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of COMPANY's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by COMPANY shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that COMPANY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage(s)

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice has been given to CITY.

D. Acceptability of Insurers.

Insurance is to be placed with insurers licensed to do business in the state of California with a Best rating of no less than A:VII.

E. Verification of Coverage.

COMPANY shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

CITY OF MORGAN HILL
Risk Manager
17555 Peak Avenue
Morgan Hill, California 95112-5509

F. Subcontractors.

COMPANY shall include all subcontractors as insured(s) under its policies or shall obtain separate certificates and endorsements for each subcontractor.



CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

PREPARED BY: Rebecca Garcia, Housing Manager
APPROVED BY: City Manager

SECOND AMENDMENT TO THE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT FOR GALVAN PARK FOR FY 17-18

RECOMMENDATION(S)

Adopt resolution authorizing the City Manager to negotiate and execute the Second Amendment to the County CDBG contract.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Supporting Our Youth
Seniors
and Entire Community

2018 Strategic Priorities

Financial Stewardship
Infrastructure

REPORT NARRATIVE:

The City of Morgan Hill applies for and receives Community Development Block Grant (CDBG) funds through the small cities program managed by Santa Clara County. Cities of 50,000 population or more receive CDBG dollars directly from the federal government. Cities with populations less than 50,000 receive dollars in a “pool” of funds given to the County of Santa Clara for distribution to small cities in the county.

Last year the City utilized CDBG funds to complete several enhancements to Galvan Park. These enhancements included a new tot playground, expansion of the large playground, addition of a new picnic area, and a new walking path around the outside of the park.

The City then applied to the County of Santa Clara to further improve the park by relocating and expanding handball courts. The First Amendment increased the CDBG agreement amount to \$155,904, providing \$83,767.75 for the FY 16-17 Galvan Park Handball Court Capital Improvement Program (CIP) project. The project was then revised based upon community input, and staff consulted with Santa Clara County about the availability of additional CDBG funds. The County CDBG team, initially approved an additional \$120,000 in CDBG funding to be awarded to support the project. A Second Amendment incorporating the additional funds was approved by the City Council on October 18, 2017.

Since then, the County Team has communicated with staff and modified the Second Amendment amount from \$120,000 to \$132,649.64, a recent increase due to \$12,649.64 in additional CDBG funds being made available and approved by the Board

of Supervisors (BOS) on January 23, 2018. The purpose of this report is to revise the amount of the Second Amendment to reflect the new amount, \$132,649.64. A timeline of the Project is below.

Milestone	Estimated Date of Completion
Design	August 2017
Bid Released	September 22, 2017
Open Bids	October 18, 2017
Award Contract	November 1, 2017
Pre-Construction Meeting	November 2017
Construction Start	December 4, 2017
Construction Completed	February 28, 2017
File Review and Close Out	March, 2017

COMMUNITY ENGAGEMENT: Consult

A community engagement process was initiated in 2014 with the explicit goal to enlist the park neighborhood residents to assist with the design of 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 being made 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.

ALTERNATIVE ACTIONS:

The alternative action is to not approve the Second Amendment to the CDBG Grant Agreement. The City would return the CDBG grant funds to the County of Santa Clara Office of Supportive Housing.

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.

April 5, 2017 – City Council approved the project scope to proceed with value engineering the Galvan Park Handball Court Project to two adjacent handball courts.

September 6, 2017 – City Council rejected bids for the Galvan Park Handball Court Improvements Project and directed staff to re-bid the project with design amendments.

October 18, 2017 – City Council approved the Second Amendment for \$120,000.

FISCAL AND RESOURCE IMPACT:

The project was previously approved using funding from CDBG Grant Funds and Park Impact Funds (301). The increase in CDBG funding will have a positive impact of \$12,649.64 on the Park Impact Fund.

CEQA (California Environmental Quality Act):

Categorical Exemption

The activities described in this Staff Report are categorically exempt under CEQA, specifically pursuant to Section 15301 of the CEQA Guidelines (New Construction or Conversion of Small Structures).

LINKS/ATTACHMENTS:

1. Second Amendment Reso
2. MH-16-51 Galvan Park 2nd Amendment (2)
3. MH-16-51 Galvan Park 1st Amendment
4. CDBG 15-16 Contract

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AND ACCEPTING THE SECOND AMENDMENT TO THE FIRST AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK (CDBG) FY 15-16 GRANT AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF MORGAN HILL FOR THE GALVAN PARK REFURBISHMENT PROJECT (PROJECT); AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE SECOND AMENDMENT TO THE FIRST AMENDMENT TO THE CDBG GRANT AGREEMENT (AMENDMENT) FOR THE PROJECT**

WHEREAS, the primary purpose of the Community Development Block Grant (CDBG) Program is to benefit low and moderate income individuals and families; and eliminate blight; and

WHEREAS, the County completed a Substantial Amendment to FY 2016 Annual Action Plan (“Amendment”) allowing the reprogramming of funds and the County Board of Supervisors has approved the Amendment on April 26, 2016; and

WHEREAS, the City of Morgan Hill is eligible to receive an allocation of eighty-three thousand, seven hundred sixty-seven dollars and seventy-five cents (\$83,767.75) in CDBG capital improvement project funds from the Fiscal Year 2015-2016 First Amendment from the County of Santa Clara due to participation in the Urban County Joint Powers Authority (JPA); and

WHEREAS, each participating jurisdiction in the Urban JPA may use its own local process to determine the best use of CDBG capital funding to address local needs; and

WHEREAS, the proposed Galvan Park Improvements that will be constructed with the CDBG funds will benefit the surrounding neighborhoods, which are located in CDBG eligible census tracts with predominantly low and moderate-income households; and

WHEREAS, County of Santa Clara CDBG staff and City of Morgan Hill staff have verified that this is an eligible project because it serves a predominantly lower income census tract; and

WHEREAS, the City Council previously held a public meeting on March 4, 2015, regarding the potential use of the available Fiscal Year 2015-2016 CDBG capital project funds; and

WHEREAS, the County Board of Supervisors approved a Second Amendment for an increase of \$132,649.64 at the public meeting on January 23, 2018, regarding the potential use of the available CDBG capital project funds; and

WHEREAS, this action provides the authorization for the City Manager to do everything necessary and appropriate to facilitate the project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL BASED UPON THE FOREGOING AND ALL DOCUMENTS, STATEMENTS, AND FACTS KNOWN TO CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. Authorization to Approve and Accept Second Amendment to the First Amendment to CDBG FY 15-16 Grant Agreement extending the term of the Existing Agreement and increasing the amount. The First Amendment increased the CDBG agreement amount to \$155,904, providing \$83,767.75 for the FY 16-17 Galvan Park Handball Court Capital Improvement Program (CIP) project. Pending City Council approval and the Board of Supervisors approval on January 23, 2018, the Second Amendment proposed would increase the CDBG contribution by \$132,649.64 to meet the project's revised design needs. The Total CDBG agreement would be for \$288,553.64 for FY 16-17 and the term would be extended to June 30, 2018 or date of the expenditure of the total grant and/or program income or termination date established pursuant to Section VI or Section VII of the Agreement.

Section 2. City Manager Authorization. The City Manager is authorized to do everything necessary and appropriate to execute and implement the Second Amendment to First Amendment to the County FY 15-16 CDBG Grant Agreement with the County of Santa Clara for FY 16-17.

PASSED AND ADOPTED by the City Council of the City of Morgan Hill at its meeting held on this **21st day of February 2018** by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNCIL MEMBERS:
COUNCIL MEMBERS:
COUNCIL MEMBERS:
COUNCIL MEMBERS:

DATE: _____

Steve Tate, Mayor

Attachment: Second Amendment Reso (1635 : CDBG Galvan Park Second Amendment)

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 February 21, 2018.

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

DATE:_____

Irma Torrez, CITY CLERK

**SANTA CLARA COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SECOND AMENDMENT
TO THE CITY/COUNTY CONTRACT
between the
COUNTY OF SANTA CLARA and CITY OF MORGAN HILL
FY16/17**

Contract No. MH-16-41 (Galvan Park)	Grant Amount \$ <u>72,136.25</u>
--	---

Contract No. MH-16-51 (Galvan Park)	Grant Amount: \$ 83,767.75
	Additional Grant Amount: <u>\$132,649.64</u>
	Total MH-16-51: <u>\$216,417.39</u>
	Total: <u>\$288,553.64</u>

This Second Amendment (hereinafter "Second Amendment") is made and entered into the date it is fully executed by and between the **COUNTY OF SANTA CLARA**, a political subdivision of the State of California (hereinafter "COUNTY"), and the **CITY OF MORGAN HILL** (hereinafter "CITY") participating as a member of the County of Santa Clara Community Development Block Grant (hereinafter "CDBG") Joint Powers Agreement.

WHEREAS, COUNTY and CITY entered into that certain CITY/COUNTY Contract, dated July 1, 2015, (the "Existing Contract"); and

WHEREAS, COUNTY and CITY entered into that certain First Amendment to that CITY/COUNTY Contract dated April 26, 2016, (the "First Amendment"), that amended the Existing Contract in its entirety; and

WHEREAS, COUNTY Board of Supervisors approved the transfer of **One Hundred Thirty-Two Thousand Six Hundred Forty-Nine Dollars and Sixty-Four Cents (\$132,649.64)** in un-programmed CDBG entitlement funds; which includes \$71,338 from the canceled City of Saratoga Audible Signals project (SA-14-41), to the Morgan Hill Galvan Park Improvements project (MH-16-51) on January 23, 2018;

WHEREAS, COUNTY has completed a Substantial Amendment to its FY2018 Annual Action Plan allowing the reprogramming of funds and Board has approved the Substantial Amendment on January 23, 2018.

NOW, THEREFORE, in consideration of the mutual obligations in the Existing Contract, the First Amendment, and this Second Amendment, COUNTY and CITY agree as follows:

1. Section I.A. PROGRAM, is amended to read as follows:

A. COUNTY agrees to allocate a portion of its CDBG Entitlement Program funds and/or program income as defined in 24 CFR 570 Subpart J, "Grant Administration" (570.504), to the CITY, as a subrecipient of the COUNTY in the amount of **Two Hundred Sixteen Thousand Four Hundred Seventeen Dollars and Thirty-Nine Cents (\$216,417.39)** for the purpose of reimbursing the CITY for project **MH-16-51 (Galvan Park, Phase II)** and **Seventy-Two Thousand One Hundred Thirty-Six Dollars and Twenty Five Cents (\$72,136.25)** for project **MH-16-41 (Galvan Park, Phase I)**, (the "CDBG Funds") and activity costs and expenses that are allowed and incurred in the

2. Section II. TERM is amended to read as follows:

B. The term of expenditure by CITY for the grant amount provided for herein shall begin on July 1, 2015 and terminate on the earliest of the following dates as set forth herein (the "Expenditure Term"):

- \\

IN WITNESS WHEREOF, the parties have executed this as indicated below.

CITY OF MORGAN HILL:

By: _____
 City Manager Date
 Christina Turner

 City Clerk Date

**APPROVED AS TO FORM AND
 LEGALITY:**

 City Attorney Date

COUNTY OF SANTA CLARA:

By: _____
 S. Joseph Simitian, President Date
 Board of Supervisors

ATTEST:

 Megan Doyle Date
 Clerk, Board of Supervisors

**APPROVED AS TO FORM AND
 LEGALITY:**

 Christopher Cheleden Date
 Lead Deputy County Counsel

Attachment: MH-16-51 Galvan Park 2nd Amendment (2) (1635 : CDBG Galvan Park Second Amendment)

**EXHIBIT A
SCOPE OF SERVICES
OUTCOMES and MEASUREMENTS
SECOND AMENDMENT**

Contract No.: MH-16-51 (Galvan Park Improvements)

New Grant Amount: \$ 216,417.39

CONTACT INFORMATION:

PROJECT NAME: Galvan Park Improvements Final Phase

PROJECT COORDINATOR: Cynthia Iwanaga Phone: 408.868.1269 E-mail: cynthia.iwanaga@morganhill.ca.gov

FISCAL CONTACT: Dat Nguyen Phone: 408.776-7379 E-Mail: dat.nguyen@morganhill.ca.gov

LOCATION OF PROJECT: Unless otherwise indicated, the Grant Services specified will be offered at the following location(s): *Site Name Site location:*

Galvan Park, 17575 Peak Avenue, Morgan Hill, CA 95037

PROJECT DESCRIPTION: The primary purpose of the Project is to:

Complete the final phase of the Galvan Park improvements. The project includes relocation of the new handball courts 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

Attachment: MH-16-51 Galvan Park 2nd Amendment (2) (1635 : CDBG Galvan Park Second Amendment)

EXHIBIT A

1. **SERVICE AREA:** Check the areas where the services will be provided: **City of Morgan Hill**
2. **NATIONAL OBJECTIVE.** Check the National Objective Category that will be used to meet the National objective of **Benefiting Low- and Moderate- income (LMI) persons;**

National Objective Categories:

☒ **Low Moderate Limited Clientele (LMC)** - 46% of the beneficiaries of an activity have to be LMI

3. **INCOME ELIGIBILITY:** Eligible clients under this Contract shall be Extremely Low, Very Low, and/or Low income individuals and/or families of all ethnic groups.
- a. **Extremely low-income** which is defined as household income that is 30% or lower of the HUD median income for the San Jose Metropolitan Statistical Area (MSA),
- b. **Very low-income** which is defined as household income that exceeds 30% but does not exceed 50% of the HUD median income for the San Jose MSA, and
- c. **Low income** is defined as household income at or below 80% of the median income for the San Jose MSA.

4. **URBAN COUNTY CONSOLIDATED PLAN ACTIVITY:** *(check one)*

- ☐ Affordable Housing (Create or Maintain)
- ☐ Homelessness (Activities to end homelessness)
- ☐ Community Services
- ☒ Strengthen Neighborhoods (Capital Improvements or Public Facilities)
- ☐ Fair Housing Services

5. **PERFORMANCE MEASUREMENT**

The U.S. Department of Housing and Urban Development (HUD) requires a performance measurement system to better capture data for the activities undertaken with CDBG funding. For each proposed activity, identify an objective, outcome, and performance indicator.

a. **Primary Objectives:**

- ☒ **Create Suitable Living Environment** – this objective relates to activities designed to benefit communities, families, or individuals by addressing issues in their living environment.

b. **Primary Outcome**

- ☒ **Availability/Accessibility** (Activity that makes services, infrastructure, housing, and or shelter available and accessible.)

6. **SPECIFIC OUTCOME INDICATORS:** Estimated unduplicated persons assisted by the program: **7,278**

Of the Total Persons Assisted, how many will

Outcome Indicators	Number of Persons
Have new or continued access to this service or benefit.	7,278
Have improved access to this service of benefit	
Receive a service or benefit that is no longer substandard	

7. **UNITS OF SERVICE:**

Goal/Activity	Unit Description	Client/Unit Info	Budget/Payment Method
Health and Safety Issues Addressed	No. of People Served	Proposed # of Clients	Reimbursement

8. **BUDGET**

DIRECT COSTS Personnel Expenses	Dollar Amount		CONSTRUCTION COSTS	Dollar Amount
			Construction Costs/Rehab	\$216,417.39
			Davis Bacon / Labor Standards	
			TOTAL:	\$216,417.39

9. **REPORTING REQUIREMENTS.**

- Reporting Schedule.** All required reports shall be submitted to the CDBG office no later than TEN (10) calendar days after the end of the first, second, and third quarters and no later than FIVE (5) calendar days after the end of the fourth quarter. SUBRECIPIENT agrees to submit quarterly progress reports via the CityData Grants Management website at www.Citydataservices.net.
- Quarterly Progress Reports (QPR).** At the end of each quarter, SUBRECIPIENT shall report the CDBG and or HOME number of Unduplicated Participants/Beneficiaries, Demographic Information, and the and how the activities being provided under this grant contribute to meeting performance measures stated in the contract.
- Reimbursement Requests (RR).** Program will be reimbursed on a quarterly basis, for approved invoices submitted pursuant to this Contract. Requests for reimbursement will be made quarterly via the CityData Grants Management website at www.Citydataservices.net.

SANTA CLARA COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CITY/COUNTY CONTRACT
between the
COUNTY OF SANTA CLARA and CITY OF MORGAN HILL
FY15/16

This First Amendment to City/County Contract (the "First Amendment") amends that certain City County Contract, dated July 1, 2015 ("the Existing Contract") in its entirety to read as follows:

Contract No. <u>MH-16-41</u> (Galvan Park)	Grant Amount: \$ <u>72,136.25</u>
Contract No. <u>MH-16-51</u> (Galvan Park Final Improvements)	Grant Amount: \$ <u>83,767.75</u>
	Total: \$ <u>155,904.00</u>

THIS Contract is made and entered into pursuant to the Catalog of Federal Domestic Assistance (CFDA) 14.218 by and between the **COUNTY OF SANTA CLARA**, a political subdivision of the State of California (hereinafter "COUNTY"), and the **CITY OF MORGAN HILL** (hereinafter "CITY") participating as a member of the County of Santa Clara COMMUNITY DEVELOPMENT BLOCK GRANT (hereinafter "CDBG") Joint Powers Agreement. The allocation of funds pursuant to this Contract shall be a grant. The COUNTY, acting by and through its Board of Supervisors, approved the allocation and disbursement of CDBG funds to CITY on May 5, 2015.

WITNESSETH

WHEREAS, COUNTY has received CDBG Entitlement Program funds from the United States Department of Housing and Urban Development (hereinafter "HUD") as an entitlement jurisdiction pursuant to the provisions of Title 1 of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, COUNTY has agreed to the use by CITY, as a subrecipient, of a portion of COUNTY'S CDBG Entitlement Program funds for a Housing and Community Development Program to be operated within COUNTY and which shall benefit extremely-low, low, and very-low income households.

WHEREAS, COUNTY has received request from CITY to increase the budget to complete the improvements at Galvan Park.

WHEREAS, transfer of funds exceeding \$50,000 as well as new projects or activities added to Program requires Board Approval.

WHEREAS, COUNTY has completed a Substantial Amendment to FY2016 Annual Action Plan ("Amendment") allowing the reprogramming of funds and Board has considered and approved the Amendment on April 26, 2016.

NOW, THEREFORE, the parties agree as follows:

Attachment: MH-16-51 Galvan Park 1st Amendment (1635 : CDBG Galvan Park Second Amendment)

I. PROGRAM

- A. COUNTY agrees to allocate a portion of its CDBG Entitlement Program funds and/or program income as defined in 24 CFR 570 Subpart J, "Grant Administration" (570.504), to the CITY, as a subrecipient of the COUNTY in the amount of **\$155,904** (the "CDBG Funds") for the purpose of reimbursing CITY for project and activity costs and expenses that are allowed and incurred in the implementation of the Housing and Community Development Program, such projects and activities being more particularly described in Exhibits "A" through "H" (collectively, the "PROGRAM"). A lump sum figure is allocated for this Contract and the parties understand and agree that the allocation is distributed by the COUNTY through reimbursing the CITY for allowed expenses, and no lump sum distribution of CDBG Funds is made at the outset of this Contract. Reimbursement for **Fiscal Year 2016** shall not exceed the total sum of the beginning fiscal year Cash Control Sheet (fiscal year CDBG allocation of funds to CITY, and any roll-over of unexpended CDBG funds from previous year's allocations to CITY. Such authority is contingent upon CITY and its subrecipients full compliance at all times with all Federal Rules and Regulations governing the CDBG PROGRAM, the COUNTY CDBG Reallocation Guidelines and all other applicable laws.
- B. As a condition of this Contract, CITY has provided numerous Exhibits marked "A" through "G" as noted herein, attached to this Contract, incorporated by this reference, as though fully set forth. Exhibits are as follows:

EXHIBITS

Exhibit "A" (Scope of Services, Performance Outcomes and Measurements, and Budget),
 Exhibit "B" (Payment to CITY)
 Exhibit "C" (General Block Grant Conditions")
 Exhibit "D" (Assurances),
 Exhibit "E" (Declaration of Contractor and Contract Provisions to Implement the Terms of the Resolution Regarding Contracting Principles)
 Exhibit "F" (Insurance Requirements), and
 Exhibit "G" (Cash Control Record (CCR).

II. TERM

- A. The purpose of this Contract is for the COUNTY to disburse CDBG funds. Unless amended prior to its expiration, the term of this Contract for disbursement purposes will begin on **July 1, 2015** and will terminate on **April 30, 2017**. (the "Contract Term"), or unless terminated earlier pursuant to Sections VI or VII of this Contract or by any other applicable Contract provision. Invoices requesting disbursements submitted after the expiration of this Contract will be honored only for allowable costs incurred during the Contract Term and received prior to the processing cut-off date established by the County.
- B. The term of expenditure by CITY for the grant amount provided for herein shall begin on **July 1, 2015** and terminate on the earliest of the following dates as set forth herein (the "Expenditure Term"):
1. **April 30, 2017**, or

2. The date of the expenditure of the total grant, and/or program income amount provided for herein, or
3. Upon the termination date established pursuant to Section VI or Section VII of this Contract.

III. OBLIGATIONS OF CITY

A. Certifications by CITY:

CITY must provide COUNTY with written certification that the following information is on file at the CITY offices, and is subject to monitoring by HUD and/or COUNTY (County's Housing and Community Development Department, "OAH") OAH staff, or their representatives:

1. Names and addresses of the current CITY Manager and CITY Council members.
2. Records of all discussions and actions taken at CITY Council meetings pertaining to the CDBG PROGRAM.
3. Information and housing objectives for the Consolidated Plan required by HUD at the beginning of each program year.

B. Program Performance Responsibilities of CITY. CITY shall:

1. Conduct the PROGRAM within Santa Clara County, for the purpose of benefiting low and very low income households;
2. File quarterly reports with COUNTY detailing adherence to the PROGRAM as described in Exhibits "A" through "G." The reports must document services rendered by the PROGRAM, describe the beneficiaries of the services, and evaluate the manner in which the PROGRAM is achieving its objectives and goals as a participating non-entitlement CITY; and,
3. Utilize minority and/or female owned business, vendors, suppliers, and contractors to the maximum extent feasible, for items funded pursuant to this Contract, in accordance with County policy.

C. Fiscal Responsibilities of CITY. CITY shall:

1. Identify the CITY's current fiscal agent who is responsible for financial activities of CITY, including the receipt and disbursement of CDBG Funds. CITY will notify COUNTY in writing of the appointment of any subsequently appointed fiscal agent and that agent's name;
2. Maintain an accounting system that conforms with generally accepted accounting principles ("GAAP"). The accounting system is subject to review and approval by COUNTY;
3. CDBG Housing Rehabilitation Revolving Loan Fund Conditions:

If CITY maintains a Revolving Loan Fund ("RLF"), CITY will maintain the RLF as a separate fund (with a set of accounts that are independent of other program accounts) established for the purpose of carrying out specific activities which, in turn, generate payments to the fund for use in carrying out the same activities. The following are additional CITY RLF conditions and requirements:

- a. The RLF must be capitalized only with housing rehabilitation or housing acquisition repayment funds, which are considered CDBG Program Income for CDBG purposes. CDBG program funds may not be drawn down to serve as the initial available funding or ongoing funding of the RLF.
 - b. The RLF will cover a single, specific activity, i.e. housing rehabilitation. Properties which may be assisted under the RLF include:
 - Single-family properties occupied by low and moderate-income households with annual gross incomes not to exceed 80% of the median area income threshold by family size, as issued by HUD for each program year; and,
 - Multi-family (rental) properties with at least 51% of the units (or such percentage as published by HUD as an exception area) occupied by tenants with annual gross incomes which meet the same HUD annual income thresholds.
 - c. Program income received by the RLF from rehabilitation loan principal and interest repayments, must be held in an interest bearing account. Note: Principal repayments and the interest paid by borrowers of CDBG-funded loans made from the RLF is considered CDBG Program Income and subject to the CDBG Program Income requirements.
 - d. Any accrued interest on the total funds maintained in the account must be returned to HUD annually, to be remitted through the COUNTY to the U.S. Treasury.
 - e. The COUNTY's Consolidated Plan must be amended following a public review process, to reflect the establishment of a RLF as a strategy to address priority housing needs. The scope of the housing RLF should be described.
 - f. In future years, the RLF's estimated production and program income should be incorporated into each Annual Action Plan, as well as accomplishments and program income reported in the Consolidated Annual Performance and Evaluation Report (CAPER).
 - g. An amendment of the applicable Annual Action Plan is required in order to transfer any RLF funds to the grantee's main account for use with non-RLF but eligible activities. (See Title 24 CFR 570 Subpart J, 570.500 "Definitions," 570.500(b) "Revolving Fund.")
4. Comply with the audit requirements of 2 CFR Part 200, Subpart F which require compliance with the Single Audit Act for any subrecipient expending \$750,000 or more of federal funds for the fiscal year.
 5. Document all PROGRAM costs by maintaining records in accordance with Section III, Paragraph D below.
 6. Submit to the COUNTY documented requests for reimbursement.
 7. Certify current and continuous insurance coverage of CITY, subject to approval of COUNTY and in accordance with requirements as outlined in Exhibit F "Insurance Requirements;" and obtain certificate of insurance from all subrecipients which will list CITY and COUNTY as additional insured.

8. Subparagraph C. 1. through 7. of Section C. above are express conditions precedent to disbursement of any COUNTY funding and failure to comply with these conditions may, at the discretion of COUNTY, result in the suspension of funding or termination of specific PROGRAM projects or activities in non-compliance; or initiate the suspension of funding of the PROGRAM or termination of this Contract as provided for herein.

9. If CITY does not use CDBG Funds in accordance with this Contract, CITY is liable for repayment of all CDBG Funds not used or applied in accordance with this Contract, including but not limited to disallowed costs and ineligible activities (collectively, the "Disallowed Costs"). Disallowed Costs may be identified through audits, monitoring or others sources. CITY will be required to respond to any adverse determinations, findings or allegations relating to the identity of Disallowed Costs, subject to the provisions of 2 CFR Part 200, Subpart E ("Cost Principles"), 2 CFR Part 200, Subpart F ("Audit Requirements"), Parts 570.201-206 ("Eligible Activities") or 570-207 ("Ineligible Activities") of Title 24 of the Code of Federal Regulations, or any other applicable laws.

D. Establishment and Maintenance of Records by CITY:

1. Maintain complete and accurate records of all PROGRAM and CDBG transactions, CDBG Fund disbursements and allocations, projects, activities and expenditures including, but not limited to, contracts, grants, subrecipients of CITY, third party services and relationships, expenses, time cards, cash receipts, vouchers, canceled checks, bank statements, client statistical records, personnel, property, disbursements and allocations among and to CITY departments, offices, agencies and staff, invoices and all other pertinent records sufficient to reflect properly the use, disbursement and allocation of all CDBG Funds;

2. All direct and indirect costs of claims incurred or anticipated to be incurred to perform this Contract or to operate the PROGRAM, including but not limited to any and all costs and expenses needed, incurred or anticipated for displacement or relocation of residents, tenants and others; and

E. Preservation of Records. CITY will preserve and make available its records:

1. Until five years following expiration of this Contract, or
2. For such longer period, if any as is required by applicable law; or
3. If this Contract is completely or partially terminated, the records relating to the PROGRAM projects and activities terminated (including their funding, costs and expenses) shall be preserved and made available for a period of five years from the date of project or activity termination.

E. Examination of Records:

1. At any time during normal business hours, and as often as may be deemed reasonably necessary, CITY agrees that HUD and the COUNTY (together or independently), and/or any authorized representatives of HUD or the COUNTY may have access to and the right to examine any and all records required to be kept pursuant to (1) the terms and conditions of the Contract, (2) applicable law or (3) kept as a normal course of CITY operations relating directly or indirectly to the PROGRAM, the CDBG Funds or this Contract until the expiration of:

- a. five years after expiration of this Contract;

- b. five years from the date of termination of this Contract; or
- c. such longer period as may be prescribed by law.

2. The CITY must provide language in its contracts with all subrecipients stipulating that at any time during normal business hours, and as often as may be deemed reasonably necessary, subrecipient agrees that HUD and the COUNTY, and/or any authorized representatives may have access to and the right to examine subrecipient CDBG records and facilities until expiration of:

- a. five years after expiration of this Contract;
- b. five years from the date of termination of this Contract; or
- c. such longer period as may be prescribed by law.

3. CITY also agrees that COUNTY and any authorized representatives has the right to audit, examine, and make excerpts or transactions of and from, such records and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials and all other data relating to the PROGRAM and matters covered by this Contract. CITY will be notified in writing of intended audits. CITY will be notified in writing of intended inspections of records and facilities and of intended audits no less than three business days before such inspections or audits. CITY is required to respond in writing to the OAH Director any audit findings within 30 days of receipt of written audit findings. Responses will be included in the final audit report.

G. Compliance with Law. CITY staff will become familiar and comply with and require all its subcontractors, independent contractors and employees, if any, to become familiar and comply with all applicable federal, state and local laws, ordinances, codes, regulations and decrees including, but not limited to, those federal rules and regulations, executive orders, and statutes identified in "D" ASSURANCES. Specifically, CITY will comply with the requirements of 2 CFR 200, Part E, "Cost Principles," and 2 CFR Part 200, Subpart F "Audit Requirements." In addition, CITY will comply with federal regulations as cited in 24 CFR Part 570, Subpart J, and 24 CFR Part 85, and all other local, state or federal laws applicable to the PROGRAM. CITY and its subrecipients must comply with Section 109 of Title I of the Housing and Community Development Act of 1974, the Fair Housing Amendment Act of 1988, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

H. Suspension and Termination. In accordance with 24 CFR 85.43, suspension or termination of this Contract may occur if the CITY materially fails to comply with any term or condition of this Contract. This Contract may also be terminated for convenience or cause in accordance with 24 CFR 85.44, Sections VI or Section VII below, or in accordance with any other provision of this Contract allowing for Contract termination, cancellation or expiration.

I. Reversion of Assets. Upon expiration or termination of this Contract, or in the event HUD cancels its PROGRAM for any reason, the CITY will transfer to the COUNTY any CDBG Funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG Funds. Any real property under the CITY's control that was acquired or improved in whole or in part with CDBG Funds (including CDBG Funds provided to CITY in the form of a loan) in excess of \$25,000:

1. Must be used to meet one of the national objectives stated in Title 24 CFR part 570.208 for a period of five years after expiration of this Contract, or for such longer period of time as required by the COUNTY; or,

2. The CITY must reimburse the COUNTY an amount equal to the current market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property (reimbursement is not required after the period of time specified in I. 1. above).

J. "Section 3" Provisions.

1. Compliance. Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided under this Contract and binding upon the COUNTY, the CITY, and any subrecipients. Failure to fulfill these requirements shall subject the COUNTY, the CITY, and any subrecipients, their successors and assigns, to those remedies specified in the contract through which federal assistance is provided and any other remedies available under applicable law. The CITY certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The CITY further agrees to comply with these "Section 3" requirements and to include the following language in all subrecipient contracts executed under this Contract or using CDBG Funds:

"The work to be performed under the contract is a project or activity assisted under a PROGRAM providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project or activity area and agreements for work in connection with the project or activity be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project or activity."

The CITY certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

2. Notifications. The CITY and its subrecipients must send to each labor organization or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts. The CITY and its subrecipients will include this Section 3 clause in every contract and will take appropriate action pursuant to the contract upon a finding that the sub-subrecipient is in violation of regulations issued by COUNTY. The CITY will not contract with any sub-subrecipient where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let, authorize, permit or allow any contract unless the sub-subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

IV. OBLIGATIONS OF COUNTY

A. Method of Payment. During the Contract Term, COUNTY will disburse CDBG Funds to CITY on a reimbursement basis, unless otherwise provided herein, for all allowable costs and expenses incurred in connection with the PROGRAM. Reimbursement will not exceed the total sum of **\$155,904** as stated in the fiscal year Cash Control Record document plus all Program Income accrued during the fiscal year. Reimbursement to CITY may be denied or retained, in part or in full, by COUNTY in the event of CITY'S non-compliance with PROGRAM regulations, rules, laws or conditions. Substantial non-compliance includes by way of example, but is not limited to, incomplete documentation of expenses, failure to submit adequate documentation of PROGRAM progress as described in Section III, paragraph B.2, of this Contract, failure to provide and maintain an accounting system that is in conformance with generally accepted accounting principles ("GAAP"), or based on the suspension or termination of the grant to COUNTY made pursuant to the Housing and Community Development Act of 1974, as amended.

B. In the case of CITY substantial non-compliance prior to exercising any recourse authorized herein, COUNTY will initiate the following procedure:

1. Notify the CITY Coordinator in writing of the alleged substantial non-compliance and request an immediate meeting between CITY Coordinator and COUNTY OSH Program Manager to resolve issue(s). If issue(s) is(are) not resolved satisfactorily within thirty (30) days, notify CITY Manager in writing requesting an immediate meeting between CITY Manager, CITY Coordinator and COUNTY OAH Program Manager to resolve the issue(s).
2. Determine if any portion of the reimbursement request meets all eligible criteria, and if so, authorize payment for the eligible portion of the reimbursement request;
3. Review the procedure to be followed pursuant to Section VI. C. of this Contract (CONTRACT COMPLIANCE, Corrective Action Procedure); and
4. If applicable, forward a written report to HUD's Regional Office detailing the substantial non-compliance issues and the steps being instituted to correct performance, copy to the CITY Manager.

C. Compliance with Law. COUNTY shall become familiar and comply with, and require all its subcontractors and employees, if any, to become familiar and comply with, all applicable federal, state and local laws, ordinances, codes, regulations and decrees including, but not limited to, those federal rules and regulations, executive orders, and statutes identified in Exhibit "D" ASSURANCES. Specifically, COUNTY shall comply with the requirements of 2 CFR Part 200, Subpart E, "Cost Principles," and 2 CFR Part 200, Subpart F "Audit Requirements."

In addition, COUNTY will comply with federal regulations as cited in 24 CFR Part 570, Subpart J, and 24 CFR Part 85, and all other local, state or federal laws applicable to this PROGRAM.

V. PROGRAM COORDINATION

A. The COUNTY Executive has assigned the HCD Program Manager to supervise the progress and performance required by this Contract. All services performed by COUNTY will be at the overall direction of the OAH Program Manager.

B. CITY has designated Rebecca Garcia to serve as CITY CDBG Program Coordinator for this project, and City Manager Steve Rymer (or assignee approved by the CITY Council) assumes overall responsibility for the progress and performance of this Contract. CITY will immediately notify the COUNTY in writing, of the

appointment of a new CITY CDBG Program Coordinator, or a new CITY Manager (or assignee approved by the CITY Council).

C. NOTICES. All notices or other correspondence required or contemplated by this Contract must be sent to the parties at the following addresses:

COUNTY County of Santa Clara
Housing and Community Development
Office of Supportive Housing
3180 Newberry Drive, #150
San Jose, CA 95118

CITY: Mr. Steve Rymer, City Manager
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

All notices must either be hand delivered or sent by United States mail, registered or certified, postage prepaid. Notices given in such a manner will be deemed received when hand delivered or seventy-two (72) hours after deposit in the United States mail. Any party may change his or her address for the purpose of this section by giving five days written notice of such change to the other party in the manner provided in this section.

VI. CONTRACT COMPLIANCE

A. Monitoring and Evaluation of Services. Evaluation and monitoring of the PROGRAM performance is the mutual responsibility of COUNTY and CITY, with the understanding that HUD looks to COUNTY as the sole responsible party for meeting PROGRAM requirements. CITY will furnish data, statements, records, information and reports to COUNTY as necessary for COUNTY to monitor, review and evaluate the performance of the PROGRAM and its components. COUNTY has the right to request the services of an outside agent to assist in any such evaluation. Such services will be paid for by COUNTY.

B. Contract Non-compliance. If CITY fails to comply with any provision of this Contract, COUNTY has the right to terminate this Contract or to require corrective action to enforce compliance with such provision. Such enforcement authority is pursuant to these Contract terms and in accordance with the provisions of 24 CFR 85.43. Examples of non-compliance include but are not limited to:

1. If any material misrepresentation of any nature is made or represented in any information, document, material or data furnished to COUNTY by or through the CITY in connection with the PROGRAM (regardless of CITY's intent or knowledge).
2. If there is pending litigation with respect to the performance by CITY of any of its duties or obligations under this Contract which may materially jeopardize or adversely affect the undertaking of or the carrying out of the PROGRAM. The CITY and COUNTY may negotiate a reinstatement of this Contract following termination or conclusion of such litigation.
3. If CITY has taken any action pertaining or related to the PROGRAM or this Contract, which action required COUNTY approval, and such approval was not obtained before the action was taken.
4. If CITY is in default pursuant to any provision of this Contract.
5. If CITY makes improper use of CDBG Funds.

6. If CITY fails to meet all provisions of the COUNTY CDBG Reallocation Guidelines, or the Joint Powers Agreement currently in full force and effect between the parties hereto.

C. Corrective Action Procedure. COUNTY, in its absolute discretion and in lieu of immediately terminating this Contract, upon occurrence or discovery of noncompliance by CITY pursuant to this Contract, may give CITY notice of COUNTY'S intention to consider corrective action to enforce compliance utilizing the Corrective Action Procedure outlined below. Such notice will indicate the nature of the non-compliance and the procedure whereby CITY will have the opportunity to participate in formulating any corrective action recommendation. The Corrective Action Procedure contemplated herein is as follows:

1. COUNTY OAH Program Manager and CITY Manager will negotiate a time frame and course of action for correcting the non-compliance;
2. CITY will provide COUNTY with a written plan and time frame for correcting the non-compliance issue(s), subject to COUNTY approval. Such plan must be submitted by CITY to COUNTY within thirty (30) days of the initial non-compliance meeting between CITY and COUNTY;
3. CITY must initiate the corrective action procedure within sixty (60) days of the initial non-compliance meeting between the COUNTY OAH Program Manager and the CITY Coordinator (COUNTY, at its sole discretion, may extend this time line for extenuating circumstances);
4. COUNTY will have the right to require the presence of CITY officers at any hearing or meeting called for the purpose of considering corrective action;
5. CITY has the right to appeal all findings of non-compliance, and subsequent corrective action, with both the COUNTY Board of Supervisors and HUD; and,
6. County reserves the right to seek any and all other remedies (equitable or other) available to it under the law.

In the event that CITY does not implement the corrective action recommendations in accordance with the corrective action timetable as approved by COUNTY, COUNTY may suspend payments hereunder, terminate this Contract and/or exercise any other right or remedy available to it under the law.

VII. TERMINATION

A. Termination for Cause. COUNTY may terminate this Contract by providing written notice stating the date of termination, to CITY for any of the following reasons:

1. Uncorrected Contract non-compliance identified by COUNTY pursuant to Section VI. B which has not been addressed or resolved within the time frame provided for in the COUNTY-approved corrective action plan;
2. If CITY is in bankruptcy or receivership;
3. If the CITY or a member of CITY'S Executive Management staff is found to have committed fraud in connection with or related to the PROGRAM;
4. If the COUNTY determines or has reason to believe that there is reliable evidence that CITY is unable to effectively operate the PROGRAM or operate the PROGRAM in accordance with all requirements and obligations; or,

5. If CITY is in violation of any material term or condition of this Contract.

B. Termination for Convenience. In addition to the COUNTY'S right to terminate for cause as set forth in Section VII above, either COUNTY or CITY may suspend or terminate this Contract for any reason upon mutual consent by giving thirty (30) days prior written notice to the other party. Upon receipt of such notice, performance of the services hereunder will be immediately discontinued and all payments to CITY immediately discontinued and terminated.

C. In addition to the COUNTY'S right to terminate for cause set forth in Section VII, either COUNTY or CITY may suspend or terminate this Contract as provided for in 24 CFR 570, at Subpart J "Grant Administration," and/or 24 CFR 85.44 "Termination for Convenience." Provisions of the Reallocation Guidelines will apply, but may be adjusted if termination is for cause.

D. Upon termination, CITY will:

1. If termination is for convenience, be reimbursed for all documented allowable costs and expenses incurred in connection with the PROGRAM up to the date of such termination. COUNTY shall be obligated to compensate CITY only for allowable costs and expenses as determined by an audit or other monitoring method;

2. Turn over to COUNTY immediately any and all copies of studies, reports and other data, whether or not completed, prepared by CITY or its subcontractors, if any, in connection with this Contract. Such materials shall become property of COUNTY. CITY, however, shall not be liable to COUNTY for COUNTY'S use of incomplete materials or for COUNTY'S use of completed documents if used for reasons not otherwise provided for or contemplated under the terms of this Contract; and

3. Transfer to the COUNTY any CDBG Funds on hand and any accounts receivable attributable to the use of the CDBG Funds. All assets acquired with the CDBG Funds shall be returned to the COUNTY unless otherwise negotiated by separate contract per the provisions of the COUNTY CDBG REALLOCATION GUIDELINES.

E. Upon termination of this Contract, CITY will immediately provide COUNTY access to all documents, records, payroll, minutes of meetings, correspondence, and all other data pertaining to the CDBG Funds.

VIII. PURCHASING REAL OR PERSONAL PROPERTY

A. CITY and COUNTY must comply with all applicable federal regulations as detailed by 24 CFR Part 570, Subpart J, i.e. Sections 570.500 (Definitions), 570.503 (Agreements with Subrecipients), 570.504 (Program Income), and 570.505 (Use of Real Property) and all other applicable laws as amended from time to time, with regards to the use and disposal of Real or Personal Property purchased in whole, or in part, with CDBG funds. In addition, 24 CFR Part 85 (the Common Rule) includes definitions which apply to CDBG Real Property, however, the Common Rule section governing Real Property (CFR 85.31) DOES NOT APPLY TO CDBG ACTIVITIES.

B. The following definitions apply to this Contract pursuant to 24 CFR, Part 58 (Common Rule) 85.3:

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.
 2. Title as defined in detail in 24 CFR, Part 85.32 (a).
 3. Use as defined in detail in 24 CFR, Part 85.32 (c)(1).
 4. Supplies as defined in detail in 2 CFR Part 200.94.
 5. Procurement, Use and Disposition of Real Property as defined in detail by 24 CFR, Part 570.503 (Agreements with Subrecipients), 570.505 (Use of Real Property), and 570.504 (Program Income).
- C. Security Document.** As a condition precedent to COUNTY granting funds for the purchase of real property or an option to purchase real property, CITY will prepare and require its subrecipient(s) to execute a Loan Agreement, Promissory Note, Deed of Trust and such other contracts restricting the use of said real property for purposes consistent with this Contract, HUD and CDBG requirements.
- D. Grants.** If a grant is provided for the acquisition of real property, CITY will require its subrecipients(s) to continually operate its project or activity funded or supported with CDBG Funds for a minimum period of six (6) years from the effective date of this Contract. This obligation will survive the termination or expiration of all City contracts with its subrecipient(s), the assignment or assumption of this Contract, and the sale of the property prior to expiration of the obligation period as set forth in this paragraph. If this obligation is not fully met, CITY may be required to reimburse the COUNTY for all CDBG Funds. The COUNTY may consider, but will not be limited by, the following factors in calculating the CDBG Fund reimbursement obligation: initial grant sum; the duration of the initial contractual obligation to operate the PROGRAM versus the actual duration of operation; and the appreciated value.
- E. Relocation, Acquisition, and Displacement.** CITY agrees to comply with 24 CFR 570.606 and all other applicable laws and regulations relating to the acquisition and disposition of all real property utilizing CDBG funds, and to the displacement of persons, businesses, and non-profit organizations as a direct or indirect result of any acquisition or disposition of real property utilizing or supported with the use of CDBG funds. CITY agrees to comply with all applicable state and federal laws, County Ordinances, Resolutions and Policies concerning or related to the displacement of individuals from their residences or homes.

IX. PROGRAM INCOME

A. Income generated from activities carried out with CDBG Funds is Program Income and shall be regulated by all provisions of Title 24 CFR 570 Subpart J "Grant Administration," 570.503 "Agreements with Subrecipients," and 570.504 "Program Income." In addition, all provisions of the COUNTY REALLOCATION GUIDELINES apply to this Contract. CITY must quarterly report all program income generated by activities carried out with CDBG funds made available under this Contract. By way of further limitations, CITY may use such income during the Contract Term for activities permitted by this Contract and shall reduce requests for additional funds by the amount of any such Program Income balances on hand. All unused Program Income will be returned to the COUNTY at the end of the Contract Term with the exception of Rehabilitation Loan payments.

X. INDEPENDENT CONTRACTOR

A. This is a contract by and between independent contractors and is not intended and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between CITY and COUNTY. CITY, including its officers, employees, agents, independent contractors or subrecipients, will not have any claim arising from the terms of this Contract or otherwise against COUNTY for any Social Security, Worker's Compensation, or employee benefits extended to employees of COUNTY.

XI. ASSIGNABILITY – THIRD PARTY CONTRACTORS

A. None of the work or services to be performed hereunder may be assigned, delegated or subcontracted to third parties without the prior written approval of COUNTY. Copies of all third party contracts must be submitted to COUNTY at least ten (10) days prior to the proposed effective date of each third party contract. In the event COUNTY approves of any such assignment, delegation or sub-contract, the subcontractors, assignees and delegates will be deemed to be employees of CITY, and CITY will be responsible for their performance and any liabilities attaching to their actions or omissions.

B. This Contract may not be assumed nor assigned to another CITY, person, partnership or any other entity without the prior written approval of COUNTY.

XII. DISCLOSURE OF CONFIDENTIAL CLIENT INFORMATION

A. COUNTY and CITY agree to maintain the confidentiality of any information regarding existing, former or prospective applicants for services offered by the PROGRAM pursuant to this Contract or their immediate families which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the written permission of the applicant, such information may be divulged only if permitted by law or as necessary for purposes related to the performance or evaluation of the services and work to be provided pursuant to this Contract, and then only to persons having responsibilities pursuant to this Contract, including those furnishing services for the PROGRAM through approved subcontracts.

XIII. HOLD HARMLESS

A. In addition to the indemnity obligations set forth in Exhibit F, "Insurance Requirements," CITY warrants and represents that it shall and will indemnify, save and hold harmless the COUNTY, its employees, agents, and officials, members of boards and commissions, for, from and against any and all claims, costs, settlements, litigation expenses, actions, suits, attorneys' fees, allegations, charges, direct and indirect damages, injuries, illnesses, deaths, and judgments whatsoever (collectively, the "Claims") arising out of or relating to (a) CITY's negligence or intentional acts or omissions, (b) CITY's breach or violation of any term or condition of this Contract, (c) CITY's failure to comply with any applicable law, or (d) the failure of the CITY's PROGRAM or its subrecipient(s) failure (for CITY) to comply with applicable laws, ordinances, codes, regulations or decrees.

XIV. WAIVER OF RIGHTS AND REMEDIES

A. In no event will any payment by COUNTY constitute or be construed to be a waiver by COUNTY of any breach or violation of the requirements, obligations, covenants, conditions or any other provisions of this

Contract or any default which may then exist on the part of CITY, and the making of any such payment while any such breach, violation or default exists will in no way impair or prejudice any right or remedy available to COUNTY with respect to such breach, violation or default. In no event will payment to CITY by COUNTY in any way constitute a waiver by COUNTY of its rights to recover from CITY the amount of money paid to CITY on any item which is not eligible for payment from the PROGRAM or this Contract or any other right.

XV. NON-DISCRIMINATION

A. CITY will comply with all applicable federal, state and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. CITY will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will CITY discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. When using CDBG Funds, this non-discrimination provision must be included in CITY's contracts with its subrecipients and vendors, in subrecipients' contracts with third parties, in promissory notes and in grant agreements.

XVI. AMENDMENTS

A. Amendments to the terms or conditions of this Contract must be requested in writing by an authorized representative of the party desiring amendments, and any amendment will be effective only upon the mutual agreement in writing of the parties hereto by and through the parties authorized representatives. Amendments will not invalidate this Contract, nor relieve or release the COUNTY or the CITY from its obligations under this Contract.

TRANSFER OF FUNDS:

A. During the Contract Term, CITY may choose to transfer funds within the PROGRAM described in Exhibits "A through G." Fund transfers exceeding \$50,000 as well as new projects or activities added to CITY's PROGRAM, require CITY and COUNTY's Board approval. New projects must be the same or similar in kind of the activity that was originally approved by the Board of Supervisors and City Council.

XVII. INTEGRATED DOCUMENT- JOINT POWERS AGREEMENT

A. This Contract, in conjunction with the Santa Clara County CDBG Joint Powers Agreement (JPA), contains the entire agreement between COUNTY and CITY with respect to the subject matter hereof. No written or oral agreements, other than the Santa Clara County CDBG Joint Powers Agreement, with any officer, agent or employee of COUNTY prior to execution of this Contract will affect or modify any of the terms or obligations contained in any documents comprising this Contract.

XVIII. NON-SMOKING POLICY

A. Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

XIX. MISCELLANEOUS

- A. The captions and section headings used in this Contract are for convenience of reference only, and the words contained therein in no way explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Contract.
- B. All exhibits attached hereto and referred to in this Contract are incorporated herein by this reference as if set forth fully herein. Exhibit "A" (Project Description, Performance Measurements, and Budget), Exhibit "B" (Payment to CITY), Exhibit "C" (General Block Grant Conditions), Exhibit "D" (Assurances), Exhibit "E" (Declaration of Contractor and Contract Provisions to Implement the Terms of the Resolution Regarding Contracting Principles), Exhibit "F" (Insurance Requirements), and Exhibit "G" (Cash Control Record).
- C. The persons signing below are duly authorized to execute this Contract.
- D. Those terms that by their nature should survive termination, expiration or cancellation of this Contract, shall so survive.

IN WITNESS WHEREOF, the parties have executed this as indicated below.

CITY OF Morgan Hill _____:

By: _____

Steve Rymer, City Manager

Print Name City Manager

ATTEST:

Irma Torrez, City Clerk

Date 11/11/16

COUNTY OF SANTA CLARA:

By: _____

Dave Cortese, President
Board of Supervisors

APR 26 2016

Date

ATTEST:

Megan Doyle
Clerk, Board of Supervisors

APR 26 2016

Date

APPROVED AS TO FORM AND
LEGALITY:

Deputy City Attorney

Date 11/08/16

Print Name

Resolution No. 16-173

APPROVED AS TO FORM AND
LEGALITY:

Christopher Cheleden
Lead Deputy County Counsel

Date 11/17/16

**EXHIBIT A
SCOPE OF SERVICES
OUTCOMES and MEASUREMENTS
BUDGET FY 15/16**

CONTRACT #: **MH-16-41**

CONTRACT AMOUNT: **\$72,136.25**

CONTACT INFORMATION:

PROJECT NAME: Galvan Park Improvements (Phase II)

CDBG COORDINATOR: Rebecca Garcia Phone: (408) 310-4637
E-mail: Rebecca.Garcia@morganhill.ca.gov

PROJECT CONTACT Cynthia Iwanaga Phone: (408) 776-7383
E-Mail: Cynthia.Iwanaga@morganhill.ca.gov

LOCATION OF PROJECT: Unless otherwise indicated, the Grant Services specified will be offered at the following location(s): *Site Name Site location:*

Galvan Park, Morgan Hill, CA 95037

PROJECT DESCRIPTION: The primary purpose of the Project is to:

This is a multi-year project. Galvan Park is a city public park that had aging site amenities. The first year the Community Services team engaged the neighborhood in enhancing the park and the adjoining community center to best meet the neighborhood's needs. They met with neighbors to develop consensus on the physical changes desired at the park to invigorate the park and the neighborhood. The second year, the City completed the installation of new walkways, BBQ's, picnic tables and garbage cans.

NOTE: **ELIGIBILITY:** Eligible clients under this Contract shall be lower income individuals of all ethnic groups being provided service. Lower income is defined as household income at or below 80% of the median income for the San Jose Metropolitan Statistical Area (MSA) as defined by the Secretary of HUD. This includes very low-income which is defined as household income that exceeds 30% but does not exceed 50% of the HUD median income for the San Jose Metropolitan Statistical Area (MSA) and extremely low-income which is defined as household income that is 30% or lower of the HUD median income for the San Jose Metropolitan Statistical Area (MSA).

NOTE: **DETERMINING INCOME:** shall document each participant's eligibility on intake sheets, or other such form as to thoroughly document the client's household income.

Attachment: MH-16-51 Galvan Park 1st Amendment (1635 : CDBG Galvan Park Second Amendment)

**EXHIBIT A-1
PERFORMANCE MEASUREMENTS**

NATIONAL OBJECTIVES (*check one*):

- ☐ Provide Decent Affordable Housing
- ☒ Create a Suitable Living Environment, or
- ☐ Create Economic Opportunities

This Activity will serve (check those that apply):

Low Moderate Income Benefit:

- ☐ Low Moderate Income Clientele (LMC) (45.99% of the beneficiaries of an activity have to be LMI persons)
- ☐ Low Moderate Limited Clientele (LMI) (activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI persons. Examples: severely disabled adults, migrant farm workers, seniors)
- ☐ Low Moderate Area Benefit (LMA) (Area where at least 45.99% of the residents are LMI persons)
- ☐ Low Moderate Income Housing Activities (LMH) (rental units and rehab)
- ☒ Public Improvements: Site improvements of any kind that are made to property that is in public ownership are considered to be a "public improvement" eligible for assistance under this category, except construction of new housing. One other notable exception, this category does NOT authorize expenditures for "buildings for the general conduct of government", except funds may be used to remove building materials and architectural barrier that restrict the mobility and accessibility of elderly or severely disabled adults.

How will the National Objective be met?

Attachment: MH-16-51 Galvan Park 1st Amendment (1635 : CDBG Galvan Park Second Amendment)

UNDUPLICATED PARTICIPANTS.

Proposed total number of unduplicated participants to be served by this Project: _____

For purposes of this Agreement, UNDUPLICATED PARTICIPANTS shall be defined as participants who receive more than one service offered by this project, and at least once a year, but who may not be counted more than once in that year. CITY shall retain records documenting eligibility. Such records shall include family size, total household income, gender head of household, race, ethnic and disability data.

Objective 1	Outcomes:	Total # To Be Served	Performance Indicator (check)	Clients or Population Estimated per Quarter			
Create a suitable living environment	Neighborhood use of improved Galvan Park	3,560	___ Housing Units	1	2	3	4
			x ___ People				
			___ Households				3,650
Objective 2 (if applicable)	Outcomes:	Total # To Be Served	Performance Indicator (check)	Served (Goals) per Quarter			
			___ Housing Units	1	2	3	4
			___ People				
			___ Households				

**BUDGET
COST CATEGORIES**

DIRECT COSTS Personnel Expenses	Dollar Amount	CONSTRUCTION COSTS	Dollar Amount	OTHER (Type In)	Dollar Amount
Staff #1		Appraisal			
Staff #2		Engineering Expenses			
Staff #3		Architectural/Design Expenses			
		Acquisition of Land or Facility			
		Construction Costs/Rehab	67,911.25		67,911.25
		Davis Bacon / Labor Standards	3,200		—3,200
Add In Category:		Playground Consultant	1,025		1,025
				TOTAL:	72,136.25

Attachment: MH-16-51 Galvan Park 1st Amendment (1635 : CDBG Galvan Park Second Amendment)

**EXHIBIT A
SCOPE OF SERVICES
OUTCOMES and MEASUREMENTS
BUDGET FY 15/16**

CONTRACT #: **MH-16-51**

CONTRACT AMOUNT: **\$83,767.75**

CONTACT INFORMATION:

PROJECT NAME: Galvan Park Improvements (Final Improvements)

CDBG COORDINATOR: Rebecca Garcia Phone: (408) 310-4637
E-mail: Rebecca.Garcia@morganhill.ca.gov

PROJECT CONTACT Cynthia Iwanaga Phone: (408) 776-7383
E-Mail: Cynthia.Iwanaga@morganhill.ca.gov

LOCATION OF PROJECT: Unless otherwise indicated, the Grant Services specified will be offered at the following location(s): *Site Name Site location:*

Galvan Park, Morgan Hill, CA 95037

PROJECT DESCRIPTION: This is a multi-year project. Galvan Park is a city public park that had aging site amenities. The first year the Community Services team engaged the neighborhood in enhancing the park and adjoining community center to best meet the need the neighborhood's needs. The second year the City completed the installation of new walkways, BBQs, picnic tables and garbage cans. The third year the City completed a new tot lot and renovated the existing children's playground. This year the primary purpose is to demolish the existing handball court, and rebuild two new handball courts with improved lighting in a new location within Galvan Park that is better situated for overall neighborhood safety.

NOTE: ELIGIBILITY: Eligible clients under this Contract shall be lower income individuals of all ethnic groups being provided service. Lower income is defined as household income at or below 80% of the median income for the San Jose Metropolitan Statistical Area (MSA) as defined by the Secretary of HUD. This includes very low-income which is defined as household income that exceeds 30% but does not exceed 50% of the HUD median income for the San Jose Metropolitan Statistical Area (MSA) and extremely low-income which is defined as household income that is 30% or lower of the HUD median income for the San Jose Metropolitan Statistical Area (MSA).

NOTE: DETERMINING INCOME: shall document each participant's eligibility on intake sheets, or other such form as to thoroughly document the client's household income.

EXHIBIT A-1

PERFORMANCE MEASUREMENTS

NATIONAL OBJECTIVES (check one):

- ☐ Provide Decent Affordable Housing
- ☒ Create a Suitable Living Environment, or
- ☐ Create Economic Opportunities

This Activity will serve (check those that apply):**Low Moderate Income Benefit:**

- ☐ Low Moderate Income Clientele (LMC) (45.99% of the beneficiaries of an activity have to be LMI persons)
- ☐ Low Moderate Limited Clientele (LMI) (activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI persons. Examples: severely disabled adults, migrant farm workers, seniors)
- ☐ Low Moderate Area Benefit (LMA) (Area where at least 45.99% of the residents are LMI persons)
- ☐ Low Moderate Income Housing Activities (LMH) (rental units and rehab)
- ☒ **Public Improvements:** Site improvements of any kind that are made to property that is in public ownership are considered to be a "public improvement" eligible for assistance under this category, except construction of new housing. One other notable exception, this category does NOT authorize expenditures for "buildings for the general conduct of government", except funds may be used to remove building materials and architectural barrier that restrict the mobility and accessibility of elderly or severely disabled adults.

How will the National Objective be met?

Attachment: MH-16-51 Galvan Park 1st Amendment (1635 : CDBG Galvan Park Second Amendment)

UNDUPLICATED PARTICIPANTS.

Proposed total number of unduplicated participants to be served by this Project: _____

For purposes of this Agreement, UNDUPLICATED PARTICIPANTS shall be defined as participants who receive more than one service offered by this project, and at least once a year, but who may not be counted more than once in that year. CITY shall retain records documenting eligibility. Such records shall include family size, total household income, gender head of household, race, ethnic and disability data.

Objective 1	Outcomes:	Total # To Be Served	Performance Indicator (check)	Clients or Population Estimated per Quarter			
Create a sustainable living environment	Neighborhood use of improved Galvan Park	3,560	___ Housing Units	1	2	3	4
			<u>X</u> People				
			___ Households				3,650
Objective 2 (if applicable)	Outcomes:	Total # To Be Served	Performance Indicator (check)	Served (Goals) per Quarter			
			___ Housing Units	1	2	3	4
			___ People				
			___ Households				

**BUDGET
COST CATEGORIES**

DIRECT COSTS Personnel Expenses	Dollar Amount		CONSTRUCTION COSTS	Dollar Amount	OTHER (Type In)	Dollar Amount
Staff #1			Appraisal			
Staff #2			Engineering Expenses	4,400		
Staff #3			Architectural/Design Expenses	35,518		
			Acquisition of Land or Facility			
			Construction Costs/Rehab	43,849.75		
			Davis Bacon / Labor Standards			
Add In Category:						
					TOTAL:	83,767.25

Attachment: MH-16-51 Galvan Park 1st Amendment (1635 : CDBG Galvan Park Second Amendment)

EXHIBIT B PAYMENTS TO CITY

A. Payments: COUNTY agrees to pay CITY for the performance of the services, work, and duties, subject to and performed in connection with this Agreement, a sum of money not to exceed the amount set forth in this Agreement. Such sum shall be paid by COUNTY to CITY on a reimbursement basis for services actually performed by CITY and for eligible costs actually incurred by and paid by, pursuant to this Agreement, for the cost categories appearing in this section.

No sum shall be paid until COUNTY receives a Reimbursement Request (RR) request for the Project on a quarterly basis, for approved invoices submitted pursuant to this Contract. The RR form must be accompanied by a request for reimbursement on CITY letterhead. Requests for reimbursement will be made quarterly via the CityData Grants Management website at www.Citydataservices.net and specifying in detail the services performed by, and the costs incurred by and paid by CITY during the period for which payment is requested. Any Program Income received by the CITY shall reduce total allowable payments by the same amount. "Program Income" is defined as income or earnings received by CITY which are directly generated from the use of CDBG funds (as defined at 24 CFR 570.500(a)). It shall be reported by CITY to COUNTY on a monthly basis. Any Program Income on hand when this Agreement expires or terminated or any Program Income received after this Agreement expires or terminates, shall be promptly paid to COUNTY.

Payment to CITY will be made within thirty (30) calendar days of receipt by COUNTY of all such required statements and supporting documents, including but not limited to, paid invoices, provided that the items on such statements and supporting data for which payment is requested can properly be paid under this Agreement, HUD regulations in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards applicable to the program, and the COUNTY-HUD Grant Agreement, as the same may from time to time be amended. In making such determination, COUNTY may rely upon the certification by CITY that the items appearing on said statement and supporting data are eligible items for payment under this program and Agreement, and such determination by COUNTY shall in no way constitute a waiver by COUNTY of its right to recover from the amount of any money paid to on any item which is not eligible for payment under the program and this Agreement.

The total amount of such payments to be made to CITY shall be distributed in the following manner for each month during the course of the Project. Any amendments to a line item in the approved budget must receive prior written approval from the Office of Affordable Housing.

B. Reporting Requirements.

- **Quarterly Progress Reports.** At the end of each quarter, CITY shall report the CDBG and or HOME number of UNDUPLICATED PARTICIPANTS/BENEFICIARIES and results of productivity measures, and
- **A Narrative Report.** A narrative detailing results of the outcome measures. The report at a minimum shall include:
 1. A description of how the activities being provided under this grant contribute to meeting performance measures stated in the contract.

- C. Reporting Schedule.** All required reports shall be submitted to the CDBG office no later than TEN (10) calendar days after the end of the first, second, and third quarters and no later than SEVEN (7) calendar days after the end of the fourth quarter. CONTRATOR agrees to submit quarterly progress reports via the CityData Grants Management website at www.Citydataservices.net.
- D. Reimbursement Requests (RR).** Project will be reimbursed on a quarterly basis, for approved invoices submitted pursuant to this Contract. Requests for reimbursement will be made quarterly via the CityData Grants Management website at www.Citydataservices.net.
- E. Personnel:** The Personnel Expenses section of the CDBG Reimbursement Request (Expense Summary) should include only fringe benefits and salary actually paid to employees during the month being reported. Salary accrued or earned but not paid out during the month should not be listed. The exception to this is the final pay period of June; because salary earned during this last pay period will likely be paid out in July (of the following program year), this accrued salary may be included on the June Reimbursement Request (Expense Summary).
- F. Reallocating of Project Funds.** On a monthly basis, COUNTY shall review the monthly expenditures if any, for services performed and costs incurred by CITY provided in this Exhibit. If such review reveals that the monthly expenditures in any such month for the Project as a whole or any cost category thereof, is below the total amount allocated under this Agreement for the total Project or cost category thereof for such month, COUNTY may reallocate the amount of such under spending. In the case of under spending in a cost category, COUNTY may reallocate unspent amount into another cost category of the Project. In the case of underspending in the Project as a whole, COUNTY may reallocate unspent amount to another community development project. COUNTY shall, before reallocating, give CITY ten (10) days' written notice of its intention to reallocate funds. Such notice shall include a copy of COUNTY's monthly expenditure review for the Project and statement of its reasons for such reallocation. COUNTY shall make its final determination with respect to reallocation only after CITY has been given an opportunity to present its views and recommendations with respect to such contemplated reallocation. In no event, however, shall COUNTY be bound to accept CITY'S views or recommendations with respect to such contemplated recycling. If the expenditures by CITY in any month, for the Project or any cost category thereof, exceed the total amount allocated to the Project or any cost category thereof, COUNTY may terminate non-salary expenditures for the Project for such period of time as is necessary to bring expenditures into conformance with this Agreement.
- G. Reallocation of Budget.** Cost Category Funds are subject to the rules of the County's Reallocation Guidelines.

EXHIBIT C GENERAL BLOCK GRANT CONDITIONS

SECTION 1. GENERAL GRANT CONDITIONS.

Definitions. As used herein, "HUD" means United States Department of Housing and Urban Development. "Project Area" for the purposes of this EXHIBIT C means the Urban County.

Compliance with Applicable Federal Regulations. CITY shall comply with the provisions of 24 CFR 570, Subpart J and K, describing other program requirements, and the provisions of 24 CFR 85, relating to the uniform administrative requirements in the acceptance and use of Federal funds.

Applicable Federal Civil Rights Laws and Executive Orders. In providing the services and work set forth in this Agreement, CITY will carry out its work in a manner that will permit full compliance by COUNTY and strict adherence by CITY with the following:

- **Title VI of the Civil Rights Act of 1964**, which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance; and
- **The Housing and Community Development Acts of 1974 and 1977**, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to said acts; and

Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act) which prohibits discrimination in the sale, rental, and financing of housing and the provision of brokerage services because of race, color, religion, sex, sexual orientation, actual or perceived gender identity, national origin, handicap, or familial status; and Executive Order 11063, as amended by Executive Order 12259, which provides for equal opportunity in housing and related facilities provided by federal financial assistance. This order and its implementing regulations require the Department of Housing and Urban Development to take all actions necessary to prevent discrimination because of race, color, religion, sex, or national origin in the use, occupancy, sale, leasing, rental or other disposition of residential property assisted with Federal loans, advances, grants or contributions; and

Executive Order 11246, (as amended by Executive Orders 11375 and 12086 and further amendments) Equal Opportunity Under HUD Contracts and HUD-assisted Construction Contracts, which requires that S and CITYs, and their subcontractor, agree not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, actual or perceived gender identity, or national origin; and,

Section 3 of the Housing and Community Development Act of 1968 Pertaining to Employment Opportunities for Lower-Income Persons (12 U.S.C. 1701u), requires that, to the greatest extent feasible on projects financed by HUD, a CITY must: (See Exhibit H)

1. Provide opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project, are given to persons with household income that is at or below 80% of the median

income for San Jose Metropolitan Statistical Area defined by the Secretary of HUD residing within the San Jose metropolitan area, Where feasible, priority should be given to residents within the service area of the Project or the neighborhood in which the Project is located who have household income that is at or below 80% of the median income for San Jose Metropolitan Statistical Area (MSA as defined by the Secretary of HUD, and to participants in other HUD programs who have household income that is at or below 80% of the median income for the San Jose Metropolitan Statistical Area; and

2. Award contracts for work undertaken in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for persons residing within the metropolitan area in which the CDBG-funded Project is located and have household income that is at or below 80% of the median income for San Jose Metropolitan Statistical Area as defined by the Secretary of HUD, Where feasible, priority should be given to business concerns that provide economic opportunities to residents within the service area or the neighborhood in which the Project is located who have household income that is at or below 80% of the median income for San Jose Metropolitan Statistical Area as defined by the Secretary of HUD, and to participants in other HUD programs who have household income that is at or below 80% of the median income for that area; and
3. Self-certify whether they are a Section 3 business, employs Section 3 residents, or subcontracts with business that provide opportunities to low-income persons when an award of \$200,000 or more of HUD funding is provided for housing rehabilitation, housing construction, or other public construction projects, and/or \$100,000 or more to subcontractors; and
4. At a minimum, provide documentation on federal compliance, reporting and outreach efforts; and

Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published which specify that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal assistance; and

The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal assistance; and

The requirements relating to Minority-Owned and Women-Owned Business Enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637, a CITY must exercise affirmative outreach efforts when soliciting bids for service or construction when the Federal funds received by the CITY or subcontractor exceeds \$10,000 and when the CITY or subcontractor is a for-profit organization/business; and the

Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A; and

Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination on the basis of disability in employment and in public accommodations and commercial facilities and defines the range of conditions that

qualify as disabilities, and the reasonable accommodations that must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable - that is easily accomplishable and able to be carried out without much difficulty or expense; and

The provisions of 24 CFR Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any CITY or sub during any period of debarment, suspension or placement in ineligibility status; and

Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq.*) This law provides that any grant under section 106 shall be made only if the CITY certifies to the satisfaction of the Secretary of HUD that the CITY will, among other things, affirmatively further fair housing; and

Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq.*, particularly 42 U.S.C. 6101 *ets. seq.*, and 29 U.S.C. ~94) and further amendments, which mandates that no person on the grounds of race, color, national origin, sex, sexual orientation, actual or perceived gender identity, age or religion shall be excluded from participation, denied the benefits of, or otherwise be subject to discrimination under any activity funded in whole or part with CDBG funds; and

Architectural Barriers Act of 1968 requires that federally funded buildings and other facilities, as defined in 24 CFR 40.2 and 40 CFR 101-19.602(2), to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people.

Relocation and Real Property Acquisition. CITY shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and 24 CFR 570.606(b); and (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan (Plan) under section 104(d) of the HCD Act. Under the URA and the Plan, the CITY must provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. All property occupants must be issued certain notices on a timely basis. The Plan also required the one-for-one replacement of any occupied or vacant occupiable low/moderate-income housing that is demolished or converted to another use in connection with a CDBG-assisted project. Finally, the Plan requires the identification of the steps that will be taken to minimize displacement.

Political Reform Act. CITY shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at California Government Code Section 87000) CITY will promptly advise COUNTY of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

Flood Disaster Protection. Notwithstanding any other provision of this Agreement, CITY shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the moneys to be paid to CITY pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of

HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said moneys for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, ~., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

Equal Employment Opportunity. In providing the work and services herein specified, CITY shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CITY shall take action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, actual or perceived gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CITY shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the COUNTY setting forth the provisions of this nondiscrimination clause. CITY shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, actual or perceived gender identity, or national origin. CITY shall incorporate the foregoing requirements of this paragraph in all of its contracts for program work, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

Prohibition of and Elimination of Lead-Based Paint Hazard. Notwithstanding any other provision, CITY agrees to comply with the regulations issued by the Secretary of HUD set forth in 24 CFR 570.608 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract, including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint.

Compliance With Clean Air and Water Acts. This Agreement is subject to 42 U.S.C. 1857, and 33 U.S.C. 1251 *et seq.*, and the regulations issued pursuant thereto. Therefore, CITY agrees as follows: CITY stipulates that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20;

CITY agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Sections 114 and 308, and all regulations and guidelines issued thereunder;

CITY stipulates that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities;

CITY agrees that criteria and requirements in subparagraphs (a) through (d) of this section 1.09 will be included in every non-exempt subcontract and CITY shall take such action as the COUNTY or HUD requires as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

Federal Labor Standards Provisions. Except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) families, and all S engaged under contracts in excess of Two Thousand Dollars (\$2,000) for the construction, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5 and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve of its obligation, if any, to require payment of the higher rates. shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and for such contracts in excess of Twenty Five Thousand Dollars (\$25,000), 29 CFR 5a.3.

CITY shall not award any contract or subcontract which is otherwise in compliance with this Agreement to any person or subcontractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

Nondiscrimination Under Title VI of the Civil Rights Act of 1964. under this Agreement shall be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CITY shall require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, sexual orientation, actual or perceived gender identity, or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that and the United States are beneficiaries of and entitled to enforce such covenant. , in providing the services and work it is to provide, pursuant to this Agreement, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

Interest of Certain Federal Officials. No member of, or Delegate to, the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from same.

Conflict of Interest. Under 24 CFR Part 570.66, no officer, employee or agent of COUNTY or CITY who exercises any functions or responsibilities with respect to the CDBG Program or to the services and work to be performed by CITY pursuant to this Agreement, during such officer's, employee's or agent's tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. CITY shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this section.

Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement Shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

Copyrights. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

Patents. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to COUNTY and HUD for determination by HUD as to whether patent protection on such invention or discovery will be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

Political Activity. Partisan Activity Prohibited. No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following:

1. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office;
2. any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
3. any voter registration activity.

Participants employed in the administration of the CDBG Plan and/or Program, and participants whose principal employment is in connection with an activity financed by the CDBG Program or its proceeds are subject to limitation on political activities under the Hatch Act (5 U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in non-partisan activities outside working hours. b. Lobbying Prohibited. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding

of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CITY shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The CITY shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all CITYs shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Guidelines On Church-Related Activities. Construction or Rehabilitation of Facilities. Block grant fund recipients shall not use any funds to construct, rehabilitate, maintain, or restore religious structures (including those which may be historic properties) currently used for religious purposes. Block grant funds shall not be used to construct, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations. Block grant funds shall not be used to assist a religious organization in acquiring property. These prohibitions apply whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

The CDBG funds may be used only for the provision of public services and not for the construction, rehabilitation or restoration of any facility owned by the religious organization where the services are to be provided. A narrow exception to this prohibition is that minor repairs may be made where such repairs (a) are directly related to the public services, (b) are located in a structure used exclusively for non-religious purposes, and (c) constitute in dollar terms a minor portion of the CDBG expenditure for the public services.

Resident Aliens. (24 CFR 570.613) Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for the benefits under covered activities funded by the CDBG Program. "Covered activities" are activities meeting the requirements of 24 CFR 570.208(a) that either (1) have income eligibility requirements limiting benefits exclusively to low- and moderate-income persons, or (2) are targeted geographically or otherwise to primarily benefit low- and moderate-income persons (except for activities that benefit the public at large), and provide benefits on the basis of an application.

Environmental Requirements. (24 CFR 470.604) CITY is not allowed to incur program expenses until the COUNTY has performed an environmental review of the proposed activities, received the release of funds, and provided the CITY with formal clearance to initiate them, along with directives for any action necessary to mitigate negative environmental impacts (24 CFR Part 58).

Historic Preservation. CITY shall not violate provisions of the Historic Preservation Act and related laws and Executive Orders. Before any commitments are made to make any physical improvements or alterations or demolition of any building, CITY shall receive assurances from the COUNTY that the CITY is in compliance.

If CITY receives State or COUNTY funds, CITY shall, in the use of those State or COUNTY funds adhere to the applicable Federal laws, regulations, policies, guidelines or requirements, herein specified, only insofar as adherence thereto would not be prohibited by valid COUNTY or State laws, regulations, policies, guidelines or requirements.

RECORDS, REPORTS AND AUDITS OF CITY.

Establishment and Maintenance of Records. CITY shall maintain records, including but not limited to, books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly:

1. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred to perform this Agreement, and
2. All other matters covered by this Agreement. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the COUNTY.

Preservation of Records. CITY shall preserve and make available its records:

For the period of six (6) years from the date of final payment to CITY under this Agreement; or such longer period, if any, as may be required by applicable law; or if this Agreement is completely or partially terminated, for a period of six (6) years from the date of any resulting final settlement.

Records to be Maintained. The CITY shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
6. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21 - 28; and
7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

Examination of Records; Facilities. At any time during normal business hours, and as often as may be deemed necessary, CITY agrees that HUD and/or COUNTY, and/or any of their respective authorized representatives shall:

1. For a period of four (4) years after final payment under this Agreement; or, for such longer period as may be required by applicable law; or
2. if this Agreement is completely or partially terminated, for a period of four (4) years from date of any resulting settlement;

have access to and the right to examine CITYS offices and facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement. CITY also agrees that HUD and/or COUNTY, or any of their respective authorized representatives shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this Agreement. Notwithstanding anything in this Agreement to the contrary for monitoring purposes, COUNTY shall not require access to any information of CITY mutually determined by the parties hereto to be proprietary.

SECTION 2. OTHER REQUIREMENTS OF CITY

Client Data. The CITY shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the COUNTY monitors or their designees for review upon request.

Disclosure. The CITY understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the CITYS or CITY's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

Close-outs. The CITY's obligation to the COUNTY shall not end until all close-out requirements are completed pursuant to 24 CFR 570.509. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITYS), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the CITY has control over CDBG funds, including program income.

Program Income. The CITY shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the CITY shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CITY may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the COUNTY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the COUNTY.

Indirect Costs. If indirect costs are charged, the CITY will develop an indirect cost allocation plan for determining the appropriate CITY's share of administrative costs and shall submit such plan to the COUNTY for approval, in a form specified by the COUNTY.

Hatch Act. The CITY agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

HMIS Participation. All agencies providing homeless services in receipt of funding from the COUNTY's CDBG Program are required to fully participate in the Homeless Management Information System ("HMIS") and work closely with the Community Technology Alliance ("CTA"), to ensure the agency has the mechanisms and staffing in place to use the system appropriately and in a timely manner. Funded agencies are required to collect demographic information on all clients served by the funded projects, the services provided, and consent to release the information to CTA and the COUNTY'S Office of Affordable Housing. Funded projects must utilize all appropriate aspects of HMIS in order to generate the statistical information required for reporting to the COUNTY on all universal and program level elements of the HUD Data Standards. These statistical reports must be generated directly out of HMIS. No adjustments to the HMIS reports will be accepted and it is therefore incumbent on the agency to ensure that the information they put into HMIS is accurate and up to date. CITY will measure performance and outcomes relating to these funded projects through the use of the HMIS statistical data, based on the HUD data elements, or other reporting requirements as determined by the COUNTY.

CITY shall include in all outreach and marketing materials, including public websites, an affirmative statement that it will provide services or benefits to all persons, race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin, or familial status.

EXHIBIT D

ASSURANCES

The CITY hereby assures and certifies that it will comply with all regulations, policies, guidelines and requirements applicable to the acceptance and use of Federal funds for this Federally-assisted program and will be responsible for implementing and complying with all relevant future changes to Federal Regulations or OMB Circulars. Specifically gives assurances and certifies with respect to the PROGRAM that it is compliant with the following Regulations as defined by 24 CFR, Part 570, Subpart J; 24 CFR, Part 570, Subpart K; and will be conducted and administered in conformity with "Public Law 88.352 and Public Law 90-284. *Full text of the regulations can be located at: <http://www.gpoaccess.gov/cfr/index.html>*

1. **570.505. Use of Real Property**
2. **570.506. Records to be Maintained**
3. **570.508. Public Access to Public Records**
4. **570.601. Public Law 88-352 and Public Law 90-284;** affirmatively furthering fair housing; Executive Order 11063, as amended by Executive Order 12259 addresses discrimination. HUD regulations implementing Executive Order 11063 are contained in 24 CFR, Part 107.
5. **570.602. Section 109 of the Act addresses discrimination**
6. **570.603. Labor Standards**
7. **570.604. Environmental Standards**
8. **570.605. National Flood Insurance Program**
9. **570.606. Displacement, Relocation, Acquisition, and Replacement of Housing.**
10. **570.607. Employment and Contracting Opportunities**
11. **570.608. Lead-Based Paint**
12. **570.609. Use of Debarred, Suspended, or Ineligible Contractors or CITYs**
13. **570.610. Uniform Administrative Requirement and Cost Principles.** The COUNTY, its CITYs, agencies or instrumentalities, shall comply with the policies, guidelines, and requirements of 24 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
14. **570.611. Conflict of Interest**
15. **570.612. Executive Order 12372** allows States to establish its own process for review and comment on proposed Federal financial assistance programs, specifically the use of CDBG funds for the construction or planning of water or sewer facilities.
16. **570.613. Eligibility Restrictions for Certain Resident Aliens**
17. **570.614. Architectural Barriers Act and the Americans with Disabilities Act**

Attachment: MH-16-51 Galvan Park 1st Amendment (1635 : CDBG Galvan Park Second Amendment)

EXHIBIT E**DECLARATION OF CONTRACTOR**

(To be completed by all Type I)

This is a Type I service contract under the Board of Supervisor's Resolution of Contracting Principles.

Type I Category: Section II C.6
 Explanation: Contract with other Public Agencies

I am authorized to complete this form on behalf of the City of Morgan Hill.

I have used due diligence in obtaining this information, and this information contained herein is complete and accurate.

**CONTRACT PROVISIONS TO IMPLEMENT THE TERMS OF THE RESOLUTION RE:
 CONTRACTING PRINCIPLES**

This contract is a Type I service contract, subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997 and subsequently amended on October 21, 2008. Accordingly, Contractor shall comply with all of the following:

- a. Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.
- b. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contracts. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the ground of non compliance with this Section, and the opportunity to respond and discuss the County's intended action.

City Manager Signature: _____



11/9/16

Date

Print Name: _____

STEVE RYMER

EXHIBIT F
INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - i. Products/Completed Operations aggregate - \$2,000,000
 - ii. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

- 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

- F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)
Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

ABAG PLAN Corporation
CERTIFICATE OF COVERAGE

ISSUE DATE (MM/DD/YY)
9/26/2016

BROKER: Alliant Insurance Service, Inc.
100 Pine Street, 11th Floor
San Francisco, CA 94111
415/403-1400

PROVIDER: ABAG PLAN CORPORATION
375 Beale Street, Ste. 700
San Francisco, CA 94105-2066
415/820-7969

Covered Party: Morgan Hill

City Hall, 17575 Peak Avenue
Morgan Hill, CA 95037

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY	A	ABAG PLAN Corporation
COMPANY	B	Ins. Co. of the State of Pennsylvania
COMPANY	C	National Casualty Company (Civic Risk)
COMPANY	D	Lexington Insurance Company

THIS IS TO CERTIFY THAT COVERAGE AGREEMENTS LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIABILITY LIMIT		
						EACH OCCURRENCE	AGGREG.
A	GENERAL LIABILITY	GAL 2016-17	7/01/2016	7/01/2017	Combined Single Limit (CSL)	\$5,000,000	
	☒ COMPREHENSIVE FORM						
	☒ PRODUCT/COMPLETED OPERATIONS						
	☒ PREMISES / OPERATIONS						
	☒ UNDERGROUND EXPLOSION & COLLAPSE HAZARD						
	☒ CONTRACTUAL						
	☒ BROAD FORM PROPERTY DAMAGE						
A	AUTOMOBILE LIABILITY	GAL 2016-17	7/01/2016	7/01/2017	Combined Single Limit (CSL)	\$5,000,000	
	☒ ANY AUTO						
	☒ ALL OWNED AUTO						
	☒ RENTAL / LEASE AUTO						
	☒ NON- OWNED AUTOS						
	☐ GARAGE LIABILITY						
B	Excess General & Auto Liability	6907982	7/01/2016	7/01/2017	CSL	\$10,000,000	\$10,000,000
C	Public Official's E&O	XCO0000464	7/01/2016	7/01/2017	CSL	\$15,000,000	\$15,000,000
D	PROPERTY INSURANCE	017471589/03	7/01/2016	7/01/2017	CSL	\$ 25,000,000	
	☒ PROPERTY / SPECIAL FORM				PROPERTY BOILER & MACH	(per schedule)	
	☒ BOILER & MACHINERY					\$25,000,000	

DESCRIPTION: General liability includes Personal Injury and Public Officials' Errors and Omissions Liability. This Certificate is issued as proof the above-named Covered Party is an active member and in good standing with coverage as indicated above.

CERTIFICATE HOLDER

County of Santa Clara

Attention: c/o Ebix RCS Inc
PO Box 257, Ref. 84-1002328

Portland MI 48875

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE PROVIDER/PROVIDEE WILL ENDEAVOR TO MAIL 30-DAY WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. HOWEVER, FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.



James Hill, PLAN Risk Manager
ABAG PLAN Corporation

Attachment: MH-16-51 Galvan Park 1st Amendment (1635 : CDBG Galvan Park Second Amendment)



Edit Contractor

BE SURE TO CLICK any SAVE button on this page to save your changes!

you are here: [Main Menu](#) / [Insured Search](#) / Edit Insured

Name	Address	Details	SAVE RECORD
Requirements and Enforcement	Internal Contacts, Organizational Units and Projects		Contracts
Editing: City of Morgan Hill (1002328)			
Insured Name and ID ID Number 1002328 (ISN: 337950) Insd Name City of Morgan Hill		Current Status CertScore: 100  Compliant Next Expiry: 7/1/2017	
REQUIRED ITEMS			
 An ID Number must be entered.  Enter a name for the Contractor.  An address must be entered for the Contractor  Requirements must be selected  An enforcement level must be selected  Assign at least one internal contact to the Contractor			
Last Changed: 10/7/2016 11:52:56 AM (US Eastern Time)			

Dept. of Planning and Development from County of Santa Clara

Thank you for using Ebix RCS

Note: If your account has pending updates or is otherwise undergoing maintenance, the displayed data may not be current.

Contact your Ebix RCS Account Representative if you are unsure if this applies to you or not.

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Attachment: MH-16-51 Galvan Park 1st Amendment (1635 : CDBG Galvan Park Second Amendment)

County of Santa Clara

Office of Supportive Housing

3180 Newberry Drive Suite 150
San Jose, CA 95118
(408) 793-0550 Main
(408) 266-0124 Fax



November 4, 2015

City of Morgan Hill
Attn: Steve Rymer, City Manager
17575 Peak Avenue
Morgan Hill, CA 95020

Received
City of Morgan Hill

NOV 6 2015

City Clerk

Dear Steve,

Enclosed you will find FY16 CDBG contract(s) with the County of Santa Clara for your records.
Please contact Tracy Cunningham with any questions or concerns at (408) 793-0560.

Sincerely,

Angelo Scrofani
Office Specialist III
Office of Supportive Housing
(408) 793-0550

Attachment: CDBG 15-16 Contract (1635 : CDBG Galvan Park Second Amendment)

**SANTA CLARA COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CITY/COUNTY CONTRACT
between the
COUNTY OF SANTA CLARA and CITY OF MORGAN HILL
FY15/16**

Contract No. **MH-16-41** (Galvan Park)

Grant Amount: **\$ 77,952**

THIS Contract is made and entered into pursuant to the Catalog of Federal Domestic Assistance (CFDA) 14.218 by and between the **COUNTY OF SANTA CLARA**, a political subdivision of the State of California (hereinafter "COUNTY"), and the **CITY OF MORGAN HILL** (hereinafter "CITY") participating as a member of the County of Santa Clara COMMUNITY DEVELOPMENT BLOCK GRANT (hereinafter "CDBG") Joint Powers Agreement. The allocation of funds pursuant to this Contract shall be a grant. The COUNTY, acting by and through its Board of Supervisors, approved the allocation and disbursement of CDBG funds to CITY on **May 5, 2015**.

WITNESSETH

WHEREAS, COUNTY has received CDBG Entitlement Program funds from the United States Department of Housing and Urban Development (hereinafter "HUD") as an entitlement jurisdiction pursuant to the provisions of Title 1 of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, COUNTY has agreed to the use by CITY, as a subrecipient, of a portion of COUNTY'S CDBG Entitlement Program funds for a Housing and Community Development Program to be operated within COUNTY and which shall benefit extremely-low, low, and very-low income households.

NOW, THEREFORE, the parties agree as follows:

I. PROGRAM

- A. COUNTY agrees to allocate a portion of its CDBG Entitlement Program funds and/or program income as defined in 24 CFR 570 Subpart J, "Grant Administration" (570.504), to the CITY, as a subrecipient of the COUNTY in the amount of **\$77,952** (the "CDBG Funds") for the purpose of reimbursing CITY for project and activity costs and expenses that are allowed and incurred in the implementation of the Housing and Community Development Program, such projects and activities being more particularly described in Exhibits "A" through "H" (collectively, the "PROGRAM"). A lump sum figure is allocated for this Contract and the parties understand and agree that the allocation is distributed by the COUNTY through reimbursing the CITY for allowed expenses, and no lump sum distribution of CDBG Funds is made at the outset of this Contract. Reimbursement for **Fiscal Year 2015/2016** shall not exceed the total sum of the beginning fiscal year Cash Control Sheet (fiscal year CDBG allocation of funds to CITY, and any roll-over of unexpended CDBG funds from previous year's allocations to CITY. Such authority is contingent upon CITY and its subrecipients full compliance at all times with all Federal Rules and Regulations governing the CDBG PROGRAM, the COUNTY CDBG Reallocation Guidelines and all other applicable laws.

- B. As a condition of this Contract, CITY has provided numerous Exhibits marked "A" through "G" as noted herein, attached to this Contract, incorporated by this reference, as though fully set forth. Exhibits are as follows:

EXHIBITS

Exhibit "A" (Scope of Services, Performance Outcomes and Measurements, and Budget),
 Exhibit "B" (Payment to CITY)
 Exhibit "C" (General Block Grant Conditions")
 Exhibit "D" (Assurances),
 Exhibit "E" (Declaration of Contractor and Contract Provisions to Implement the Terms of the Resolution Regarding Contracting Principles)
 Exhibit "F" (Insurance Requirements), and
 Exhibit "G" (Cash Control Record (CCR)).

II. TERM

A. The purpose of this Contract is for the COUNTY to disburse CDBG funds. Unless amended prior to its expiration, the term of this Contract for disbursement purposes will begin on July 1, 2015 and will terminate on June 30, 2016, (the "Contract Term"), or unless terminated earlier pursuant to Sections VI or VII of this Contract or by any other applicable Contract provision. Invoices requesting disbursements submitted after the expiration of this Contract will be honored only for allowable costs incurred during the Contract Term and received prior to the processing cut-off date established by the County.

B. The term of expenditure by CITY for the grant amount provided for herein shall begin on July 1, 2015 and terminate on the earliest of the following dates as set forth herein (the "Expenditure Term"):

1. June 30, 2016, or
2. The date of the expenditure of the total grant, and/or program income amount provided for herein, or
3. Upon the termination date established pursuant to Section VI or Section VII of this Contract.

III. OBLIGATIONS OF CITY

A. Certifications by CITY:

CITY must provide COUNTY with written certification that the following information is on file at the CITY offices, and is subject to monitoring by HUD and/or COUNTY (County's Housing and Community Development Department, "OAH") OAH staff, or their representatives:

1. Names and addresses of the current CITY Manager and CITY Council members.
2. Records of all discussions and actions taken at CITY Council meetings pertaining to the CDBG PROGRAM.
3. Information and housing objectives for the Consolidated Plan required by HUD at the beginning of each program year.

B. Program Performance Responsibilities of CITY. CITY shall:

1. Conduct the PROGRAM within Santa Clara County, for the purpose of benefiting low and very low income households;
2. File quarterly reports with COUNTY detailing adherence to the PROGRAM as described in Exhibits "A" through "G." The reports must document services rendered by the PROGRAM, describe the beneficiaries of the services, and evaluate the manner in which the PROGRAM is achieving its objectives and goals as a participating non-entitlement CITY; and,
3. Utilize minority and/or female owned business, vendors, suppliers, and contractors to the maximum extent feasible, for items funded pursuant to this Contract, in accordance with County policy.

C. Fiscal Responsibilities of CITY. CITY shall:

1. Identify the CITY's current fiscal agent who is responsible for financial activities of CITY, including the receipt and disbursement of CDBG Funds. CITY will notify COUNTY in writing of the appointment of any subsequently appointed fiscal agent and that agent's name;
2. Maintain an accounting system that conforms with generally accepted accounting principles ("GAAP"). The accounting system is subject to review and approval by COUNTY;
3. CDBG Housing Rehabilitation Revolving Loan Fund Conditions:

If CITY maintains a Revolving Loan Fund ("RLF"), CITY will maintain the RLF as a separate fund (with a set of accounts that are independent of other program accounts) established for the purpose of carrying out specific activities which, in turn, generate payments to the fund for use in carrying out the same activities. The following are additional CITY RLF conditions and requirements:

- a. The RLF must be capitalized only with housing rehabilitation or housing acquisition repayment funds, which are considered CDBG Program Income for CDBG purposes. CDBG program funds may not be drawn down to serve as the initial available funding or ongoing funding of the RLF.
- b. The RLF will cover a single, specific activity, i.e. housing rehabilitation. Properties which may be assisted under the RLF include:
 - Single-family properties occupied by low and moderate-income households with annual gross incomes not to exceed 80% of the median area income threshold by family size, as issued by HUD for each program year; and,
 - Multi-family (rental) properties with at least 51% of the units (or such percentage as published by HUD as an exception area) occupied by tenants with annual gross incomes which meet the same HUD annual income thresholds.
- c. Program income received by the RLF from rehabilitation loan principal and interest repayments, must be held in an interest bearing account. Note: Principal repayments and the

interest paid by borrowers of CDBG-funded loans made from the RLF is considered CDBG Program Income and subject to the CDBG Program Income requirements.

- d. Any accrued interest on the total funds maintained in the account must be returned to HUD annually, to be remitted through the COUNTY to the U.S. Treasury.
- e. The COUNTY's Consolidated Plan must be amended following a public review process, to reflect the establishment of a RLF as a strategy to address priority housing needs. The scope of the housing RLF should be described.
- f. In future years, the RLF's estimated production and program income should be incorporated into each Annual Action Plan, as well as accomplishments and program income reported in the Consolidated Annual Performance and Evaluation Report (CAPER).
- g. An amendment of the applicable Annual Action Plan is required in order to transfer any RLF funds to the grantee's main account for use with non-RLF but eligible activities. (See Title 24 CFR 570 Subpart J, 570.500 "Definitions," 570.500(b) "Revolving Fund.")

4. Comply with the audit requirements of OMB Circular A-133 which require compliance with the Single Audit Act for any subrecipient expending \$300,000 or more of federal funds for the fiscal year.

5. Document all PROGRAM costs by maintaining records in accordance with Section III, Paragraph D below.

6. Submit to the COUNTY documented requests for reimbursement.

7. Certify current and continuous insurance coverage of CITY, subject to approval of COUNTY and in accordance with requirements as outlined in Exhibit F "Insurance Requirements;" and obtain certificate of insurance from all subrecipients which will list CITY and COUNTY as additional insured.

8. Subparagraph C. 1. through 7. of Section C. above are express conditions precedent to disbursement of any COUNTY funding and failure to comply with these conditions may, at the discretion of COUNTY, result in the suspension of funding or termination of specific PROGRAM projects or activities in non-compliance; or initiate the suspension of funding of the PROGRAM or termination of this Contract as provided for herein.

9. If CITY does not use CDBG Funds in accordance with this Contract, CITY is liable for repayment of all CDBG Funds not used or applied in accordance with this Contract, including but not limited to disallowed costs and ineligible activities (collectively, the "Disallowed Costs"). Disallowed Costs may be identified through audits, monitoring or others sources. CITY will be required to respond to any adverse determinations, findings or allegations relating to the identity of Disallowed Costs, subject to the provisions of OMB Circular A-87 ("Cost Principles for State and Local Governments"), OMB Circular A-133 ("Single Audits of State and Local Governments"), Parts 570.201-206 ("Eligible Activities") or 570-207 ("Ineligible Activities") of Title 24 of the Code of Federal Regulations, or any other applicable laws.

D. Establishment and Maintenance of Records by CITY:

1. Maintain complete and accurate records of all PROGRAM and CDBG transactions, CDBG Fund disbursements and allocations, projects, activities and expenditures including, but not limited to, contracts, grants, subrecipients of CITY, third party services and relationships, expenses, time cards, cash receipts, vouchers, canceled checks, bank statements, client statistical records, personnel, property, disbursements and allocations among and to CITY departments, offices, agencies and staff, invoices and all other pertinent records sufficient to reflect properly the use, disbursement and allocation of all CDBG Funds;

2. All direct and indirect costs of claims incurred or anticipated to be incurred to perform this Contract or to operate the PROGRAM, including but not limited to any and all costs and expenses needed, incurred or anticipated for displacement or relocation of residents, tenants and others; and

E. Preservation of Records. CITY will preserve and make available its records:

1. Until five years following expiration of this Contract, or
2. For such longer period, if any as is required by applicable law; or
3. If this Contract is completely or partially terminated, the records relating to the PROGRAM projects and activities terminated (including their funding, costs and expenses) shall be preserved and made available for a period of five years from the date of project or activity termination.

E. Examination of Records:

1. At any time during normal business hours, and as often as may be deemed reasonably necessary, CITY agrees that HUD and the COUNTY (together or independently), and/or any authorized representatives of HUD or the COUNTY may have access to and the right to examine any and all records required to be kept pursuant to (1) the terms and conditions of the Contract, (2) applicable law or (3) kept as a normal course of CITY operations relating directly or indirectly to the PROGRAM, the CDBG Funds or this Contract until the expiration of:

- a. five years after expiration of this Contract;
- b. five years from the date of termination of this Contract; or
- c. such longer period as may be prescribed by law.

2. The CITY must provide language in its contracts with all subrecipients stipulating that at any time during normal business hours, and as often as may be deemed reasonably necessary, subrecipient agrees that HUD and the COUNTY, and/or any authorized representatives may have access to and the right to examine subrecipient CDBG records and facilities until expiration of:

- a. five years after expiration of this Contract;
- b. five years from the date of termination of this Contract; or
- c. such longer period as may be prescribed by law.

3. CITY also agrees that COUNTY and any authorized representatives has the right to audit, examine, and make excerpts or transactions of and from, such records and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials and all other data relating to the PROGRAM and matters covered by this Contract. CITY will be notified in writing of intended audits. CITY will be notified in writing of intended inspections of records and facilities and of intended audits

no less than three business days before such inspections or audits. CITY is required to respond in writing to the OAH Director any audit findings within 30 days of receipt of written audit findings. Responses will be included in the final audit report.

G. Compliance with Law. CITY staff will become familiar and comply with and require all its subcontractors, independent contractors and employees, if any, to become familiar and comply with all applicable federal, state and local laws, ordinances, codes, regulations and decrees including, but not limited to, those federal rules and regulations, executive orders, and statutes identified in "C" ASSURANCES. Specifically, CITY will comply with the requirements of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments," and OMB Circular A-133 "Audits of State and Local Governments." In addition, CITY will comply with federal regulations as cited in 24 CFR Part 570, Subpart J, and 24 CFR Part 85, and all other local, state or federal laws applicable to the PROGRAM. CITY and its subrecipients must comply with Section 109 of Title I of the Housing and Community Development Act of 1974, the Fair Housing Amendment Act of 1988, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

H. Suspension and Termination. In accordance with 24 CFR 85.43, suspension or termination of this Contract may occur if the CITY materially fails to comply with any term or condition of this Contract. This Contract may also be terminated for convenience or cause in accordance with 24 CFR 85.44, Sections VI or Section VII below, or in accordance with any other provision of this Contract allowing for Contract termination, cancellation or expiration.

I. Reversion of Assets. Upon expiration or termination of this Contract, or in the event HUD cancels its PROGRAM for any reason, the CITY will transfer to the COUNTY any CDBG Funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG Funds. Any real property under the CITY's control that was acquired or improved in whole or in part with CDBG Funds (including CDBG Funds provided to CITY in the form of a loan) in excess of \$25,000:

1. Must be used to meet one of the national objectives stated in Title 24 CFR part 570.208 for a period of five years after expiration of this Contract, or for such longer period of time as required by the COUNTY; or,
2. The CITY must reimburse the COUNTY an amount equal to the current market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property (reimbursement is not required after the period of time specified in I. 1. above).

J. "Section 3" Provisions.

1. Compliance. Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided under this Contract and binding upon the COUNTY, the CITY, and any subrecipients. Failure to fulfill these requirements shall subject the COUNTY, the CITY, and any subrecipients, their successors and assigns, to those remedies specified in the contract through which federal assistance is provided and any other remedies available under applicable law. The CITY certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The

CITY further agrees to comply with these "Section 3" requirements and to include the following language in all subrecipient contracts executed under this Contract or using CDBG Funds:

"The work to be performed under the contract is a project or activity assisted under a PROGRAM providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project or activity area and agreements for work in connection with the project or activity be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project or activity."

The CITY certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

2. Notifications. The CITY and its subrecipients must send to each labor organization or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts. The CITY and its subrecipients will include this Section 3 clause in every contract and will take appropriate action pursuant to the contract upon a finding that the sub-subrecipient is in violation of regulations issued by COUNTY. The CITY will not contract with any sub-subrecipient where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let, authorize, permit or allow any contract unless the sub-subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

IV. OBLIGATIONS OF COUNTY

A. **Method of Payment.** During the Contract Term, COUNTY will disburse CDBG Funds to CITY on a reimbursement basis, unless otherwise provided herein, for all allowable costs and expenses incurred in connection with the PROGRAM. Reimbursement will not exceed the total sum of \$77,952 as stated in the fiscal year Cash Control Record document plus all Program Income accrued during the fiscal year. Reimbursement to CITY may be denied or retained, in part or in full, by COUNTY in the event of CITY'S non-compliance with PROGRAM regulations, rules, laws or conditions. Substantial non-compliance includes by way of example, but is not limited to, incomplete documentation of expenses, failure to submit adequate documentation of PROGRAM progress as described in Section III, paragraph B.2, of this Contract, failure to provide and maintain an accounting system that is in conformance with generally accepted accounting principles ("GAAP"), or based on the suspension or termination of the grant to COUNTY made pursuant to the Housing and Community Development Act of 1974, as amended.

B. **In the case of CITY substantial non-compliance prior to exercising any recourse authorized herein, COUNTY will initiate the following procedure:**

1. Notify the CITY Coordinator in writing of the alleged substantial non-compliance and request an immediate meeting between CITY Coordinator and COUNTY OSH Program Manager to resolve issue(s). If issue(s) is(are) not resolved satisfactorily within thirty (30) days, notify CITY Manager in writing requesting an

immediate meeting between CITY Manager, CITY Coordinator and COUNTY OAH Program Manager to resolve the issue(s).

2. Determine if any portion of the reimbursement request meets all eligible criteria, and if so, authorize payment for the eligible portion of the reimbursement request;
3. Review the procedure to be followed pursuant to Section VI. C. of this Contract (CONTRACT COMPLIANCE, Corrective Action Procedure); and
4. If applicable, forward a written report to HUD's Regional Office detailing the substantial non-compliance issues and the steps being instituted to correct performance, copy to the CITY Manager.

C. Compliance with Law. COUNTY shall become familiar and comply with, and require all its subcontractors and employees, if any, to become familiar and comply with, all applicable federal, state and local laws, ordinances, codes, regulations and decrees including, but not limited to, those federal rules and regulations, executive orders, and statutes identified in Exhibit "D" ASSURANCES. Specifically, COUNTY shall comply with the requirements of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local, Federally recognized Indian Tribal Governments," and OMB Circular A133 "Audits of State and Local Governments."

In addition, COUNTY will comply with federal regulations as cited in 24 CFR Part 570, Subpart J, and 24 CFR Part 85, and all other local, state or federal laws applicable to this PROGRAM.

V. PROGRAM COORDINATION

A. The COUNTY Executive has assigned the OAH Program Manager to supervise the progress and performance required by this Contract. All services performed by COUNTY will be at the overall direction of the OAH Program Manager.

B. CITY has designated Rebecca Garcia to serve as CITY CDBG Program Coordinator for this project, and City Manager Steve Rymer (or assignee approved by the CITY Council) assumes overall responsibility for the progress and performance of this Contract. CITY will immediately notify the COUNTY in writing, of the appointment of a new CITY CDBG Program Coordinator, or a new CITY Manager (or assignee approved by the CITY Council).

C. NOTICES. All notices or other correspondence required or contemplated by this Contract must be sent to the parties at the following addresses:

COUNTY County of Santa Clara
 Housing and Community Development
 Office of Supportive Housing
 3180 Newberry Drive, #150
 San Jose, CA 95118

CITY: Steve Rymer, City Manager
 City of Morgan Hill
 17575 Peak Avenue
 Morgan Hill, CA 95020

All notices must either be hand delivered or sent by United States mail, registered or certified, postage prepaid. Notices given in such a manner will be deemed received when hand delivered or seventy-two (72) hours after deposit in the United States mail. Any party may change his or her address for the purpose of this section by giving five days written notice of such change to the other party in the manner provided in this section.

VI. CONTRACT COMPLIANCE

A. Monitoring and Evaluation of Services. Evaluation and monitoring of the PROGRAM performance is the mutual responsibility of COUNTY and CITY, with the understanding that HUD looks to COUNTY as the sole responsible party for meeting PROGRAM requirements. CITY will furnish data, statements, records, information and reports to COUNTY as necessary for COUNTY to monitor, review and evaluate the performance of the PROGRAM and its components. COUNTY has the right to request the services of an outside agent to assist in any such evaluation. Such services will be paid for by COUNTY.

B. Contract Non-compliance. If CITY fails to comply with any provision of this Contract, COUNTY has the right to terminate this Contract or to require corrective action to enforce compliance with such provision. Such enforcement authority is pursuant to these Contract terms and in accordance with the provisions of 24 CFR 85.43. Examples of non-compliance include but are not limited to:

1. If any material misrepresentation of any nature is made or represented in any information, document, material or data furnished to COUNTY by or through the CITY in connection with the PROGRAM (regardless of CITY's intent or knowledge).
2. If there is pending litigation with respect to the performance by CITY of any of its duties or obligations under this Contract which may materially jeopardize or adversely affect the undertaking of or the carrying out of the PROGRAM. The CITY and COUNTY may negotiate a reinstatement of this Contract following termination or conclusion of such litigation.
3. If CITY has taken any action pertaining or related to the PROGRAM or this Contract, which action required COUNTY approval, and such approval was not obtained before the action was taken.
4. If CITY is in default pursuant to any provision of this Contract.
5. If CITY makes improper use of CDBG Funds.
6. If CITY fails to meet all provisions of the COUNTY CDBG Reallocation Guidelines, or the Joint Powers Agreement currently in full force and effect between the parties hereto.

C. Corrective Action Procedure. COUNTY, in its absolute discretion and in lieu of immediately terminating this Contract, upon occurrence or discovery of noncompliance by CITY pursuant to this Contract, may give CITY notice of COUNTY'S intention to consider corrective action to enforce compliance utilizing the Corrective Action Procedure outlined below. Such notice will indicate the nature of the non-compliance and the procedure whereby CITY will have the opportunity to participate in formulating any corrective action recommendation. The Corrective Action Procedure contemplated herein is as follows:

1. COUNTY OAH Program Manager and CITY Manager will negotiate a time frame and course of action for correcting the non-compliance;
2. CITY will provide COUNTY with a written plan and time frame for correcting the non-compliance issue(s), subject to COUNTY approval. Such plan must be submitted by CITY to COUNTY within thirty (30) days of the initial non-compliance meeting between CITY and COUNTY;

3. CITY must initiate the corrective action procedure within sixty (60) days of the initial non-compliance meeting between the COUNTY OAH Program Manager and the CITY Coordinator (COUNTY, at its sole discretion, may extend this time line for extenuating circumstances);

4. COUNTY will have the right to require the presence of CITY officers at any hearing or meeting called for the purpose of considering corrective action;

5. CITY has the right to appeal all findings of non-compliance, and subsequent corrective action, with both the COUNTY Board of Supervisors and HUD; and,

6. County reserves the right to seek any and all other remedies (equitable or other) available to it under the law.

In the event that CITY does not implement the corrective action recommendations in accordance with the corrective action timetable as approved by COUNTY, COUNTY may suspend payments hereunder, terminate this Contract and/or exercise any other right or remedy available to it under the law.

VII. TERMINATION

A. Termination for Cause. COUNTY may terminate this Contract by providing written notice stating the date of termination, to CITY for any of the following reasons:

1. Uncorrected Contract non-compliance identified by COUNTY pursuant to Section VI. B which has not been addressed or resolved within the time frame provided for in the COUNTY-approved corrective action plan;
2. If CITY is in bankruptcy or receivership;
3. If the CITY or a member of CITY'S Executive Management staff is found to have committed fraud in connection with or related to the PROGRAM;
4. If the COUNTY determines or has reason to believe that there is reliable evidence that CITY is unable to effectively operate the PROGRAM or operate the PROGRAM in accordance with all requirements and obligations; or,
5. If CITY is in violation of any material term or condition of this Contract.

B. Termination for Convenience. In addition to the COUNTY'S right to terminate for cause as set forth in Section VII above, either COUNTY or CITY may suspend or terminate this Contract for any reason upon mutual consent by giving thirty (30) days prior written notice to the other party. Upon receipt of such notice, performance of the services hereunder will be immediately discontinued and all payments to CITY immediately discontinued and terminated.

C. In addition to the COUNTY'S right to terminate for cause set forth in Section VII, either COUNTY or CITY may suspend or terminate this Contract as provided for in 24 CFR 570, at Subpart J "Grant Administration," and/or 24 CFR 85.44 "Termination for Convenience." Provisions of the Reallocation Guidelines will apply, but may be adjusted if termination is for cause.

D. Upon termination, CITY will:

1. If termination is for convenience, be reimbursed for all documented allowable costs and expenses incurred in connection with the PROGRAM up to the date of such termination. COUNTY shall be

obligated to compensate CITY only for allowable costs and expenses as determined by an audit or other monitoring method;

2. Turn over to COUNTY immediately any and all copies of studies, reports and other data, whether or not completed, prepared by CITY or its subcontractors, if any, in connection with this Contract. Such materials shall become property of COUNTY. CITY, however, shall not be liable to COUNTY for COUNTY'S use of incomplete materials or for COUNTY'S use of completed documents if used for reasons not otherwise provided for or contemplated under the terms of this Contract; and

3. Transfer to the COUNTY any CDBG Funds on hand and any accounts receivable attributable to the use of the CDBG Funds. All assets acquired with the CDBG Funds shall be returned to the COUNTY unless otherwise negotiated by separate contract per the provisions of the COUNTY CDBG REALLOCATION GUIDELINES.

E. Upon termination of this Contract, CITY will immediately provide COUNTY access to all documents, records, payroll, minutes of meetings, correspondence, and all other data pertaining to the CDBG Funds.

VIII. PURCHASING REAL OR PERSONAL PROPERTY

A. CITY and COUNTY must comply with all applicable federal regulations as detailed by 24 CFR Part 570, Subpart J, i.e. Sections 570.500 (Definitions), 570.503 (Agreements with Subrecipients), 570.504 (Program Income), and 570.505 (Use of Real Property) and all other applicable laws as amended from time to time, with regards to the use and disposal of Real or Personal Property purchased in whole, or in part, with CDBG funds. In addition, 24 CFR Part 85 (the Common Rule) includes definitions which apply to CDBG Real Property, however, the Common Rule section governing Real Property (CFR 85.31) DOES NOT APPLY TO CDBG ACTIVITIES.

B. The following definitions apply to this Contract pursuant to 24 CFR, Part 58 (Common Rule) 85.3:

1. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
2. Title as defined in detail in 24 CFR, Part 85.32 (a).
3. Use as defined in detail in 24 CFR, Part 85.32 © (1).
4. Supplies as defined in detail in 24 CFR, Part 85.33.
5. Procurement, Use and Disposition of Real Property as defined in detail by 24 CFR, Part 570.503 (Agreements with Subrecipients), 570.505 (Use of Real Property), and 570.504 (Program Income).

C. Security Document. As a condition precedent to COUNTY granting funds for the purchase of real property or an option to purchase real property, CITY will prepare and require its subrecipient(s) to execute a Loan Agreement, Promissory Note, Deed of Trust and such other contracts restricting the use of said real property for purposes consistent with this Contract, HUD and CDBG requirements.

- D. Grants.** If a grant is provided for the acquisition of real property, CITY will require its subrecipients(s) to continually operate its project or activity funded or supported with CDBG Funds for a minimum period of six (6) years from the effective date of this Contract. This obligation will survive the termination or expiration of all City contracts with its subrecipient(s), the assignment or assumption of this Contract, and the sale of the property prior to expiration of the obligation period as set forth in this paragraph. If this obligation is not fully met, CITY may be required to reimburse the COUNTY for all CDBG Funds. The COUNTY may consider, but will not be limited by, the following factors in calculating the CDBG Fund reimbursement obligation: initial grant sum; the duration of the initial contractual obligation to operate the PROGRAM versus the actual duration of operation; and the appreciated value.
- E. Relocation, Acquisition, and Displacement.** CITY agrees to comply with 24 CFR 570.606 and all other applicable laws and regulations relating to the acquisition and disposition of all real property utilizing CDBG funds, and to the displacement of persons, businesses, and non-profit organizations as a direct or indirect result of any acquisition or disposition of real property utilizing or supported with the use of CDBG funds. CITY agrees to comply with all applicable state and federal laws, County Ordinances, Resolutions and Policies concerning or related to the displacement of individuals from their residences or homes.

IX. PROGRAM INCOME

A. Income generated from activities carried out with CDBG Funds is Program Income and shall be regulated by all provisions of Title 24 CFR 570 Subpart J "Grant Administration," 570.503 "Agreements with Subrecipients," and 570.504 "Program Income." In addition, all provisions of the COUNTY REALLOCATION GUIDELINES apply to this Contract. CITY must quarterly report all program income generated by activities carried out with CDBG funds made available under this Contract. By way of further limitations, CITY may use such income during the Contract Term for activities permitted by this Contract and shall reduce requests for additional funds by the amount of any such Program Income balances on hand. All unused Program Income will be returned to the COUNTY at the end of the Contract Term with the exception of Rehabilitation Loan payments.

X. INDEPENDENT CONTRACTOR

A. This is a contract by and between independent contractors and is not intended and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between CITY and COUNTY. CITY, including its officers, employees, agents, independent contractors or subrecipients, will not have any claim arising from the terms of this Contract or otherwise against COUNTY for any Social Security, Worker's Compensation, or employee benefits extended to employees of COUNTY.

XI. ASSIGNABILITY – THIRD PARTY CONTRACTORS

A. None of the work or services to be performed hereunder may be assigned, delegated or subcontracted to third parties without the prior written approval of COUNTY. Copies of all third party contracts must be submitted to COUNTY at least ten (10) days prior to the proposed effective date of each third party contract. In the event COUNTY approves of any such assignment, delegation or sub-contract, the subcontractors, assignees and delegates will be deemed to be employees of CITY, and CITY will be responsible for their performance and any liabilities attaching to their actions or omissions.

B. This Contract may not be assumed nor assigned to another CITY, person, partnership or any other entity without the prior written approval of COUNTY.

XII. DISCLOSURE OF CONFIDENTIAL CLIENT INFORMATION

A. COUNTY and CITY agree to maintain the confidentiality of any information regarding existing, former or prospective applicants for services offered by the PROGRAM pursuant to this Contract or their immediate families which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the written permission of the applicant, such information may be divulged only if permitted by law or as necessary for purposes related to the performance or evaluation of the services and work to be provided pursuant to this Contract, and then only to persons having responsibilities pursuant to this Contract, including those furnishing services for the PROGRAM through approved subcontracts.

XIII. HOLD HARMLESS

A. In addition to the indemnity obligations set forth in Exhibit F, "Insurance Requirements," CITY warrants and represents that it shall and will indemnify, save and hold harmless the COUNTY, its employees, agents, and officials, members of boards and commissions, for, from and against any and all claims, costs, settlements, litigation expenses, actions, suits, attorneys' fees, allegations, charges, direct and indirect damages, injuries, illnesses, deaths, and judgments whatsoever (collectively, the "Claims") arising out of or relating to (a) CITY's negligence or intentional acts or omissions, (b) CITY's breach or violation of any term or condition of this Contract, (c) CITY's failure to comply with any applicable law, or (d) the failure of the CITY's PROGRAM or its subrecipient(s) failure (for CITY) to comply with applicable laws, ordinances, codes, regulations or decrees.

XIV. WAIVER OF RIGHTS AND REMEDIES

A. In no event will any payment by COUNTY constitute or be construed to be a waiver by COUNTY of any breach or violation of the requirements, obligations, covenants, conditions or any other provisions of this Contract or any default which may then exist on the part of CITY, and the making of any such payment while any such breach, violation or default exists will in no way impair or prejudice any right or remedy available to COUNTY with respect to such breach, violation or default. In no event will payment to CITY by COUNTY in any way constitute a waiver by COUNTY of its rights to recover from CITY the amount of money paid to CITY on any item which is not eligible for payment from the PROGRAM or this Contract or any other right.

XV. NON-DISCRIMINATION

A. CITY will comply with all applicable federal, state and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. CITY will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay

or other forms of compensation. Nor will CITY discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. When using CDBG Funds, this non-discrimination provision must be included in CITY's contracts with its subrecipients and vendors, in subrecipients' contracts with third parties, in promissory notes and in grant agreements.

XVI. AMENDMENTS

A. Amendments to the terms or conditions of this Contract must be requested in writing by an authorized representative of the party desiring amendments, and any amendment will be effective only upon the mutual agreement in writing of the parties hereto by and through the parties authorized representatives. Amendments will not invalidate this Contract, nor relieve or release the COUNTY or the CITY from its obligations under this Contract.

TRANSFER OF FUNDS:

A. During the Contract Term, CITY may choose to transfer funds within the PROGRAM described in Exhibits "A through G." Fund transfers exceeding \$50,000 as well as new projects or activities added to CITY's PROGRAM, require CITY and COUNTY's Board approval. New projects must be the same or similar in kind of the activity that was originally approved by the Board of Supervisors and City Council.

XVII. INTEGRATED DOCUMENT- JOINT POWERS AGREEMENT

A. This Contract, in conjunction with the Santa Clara County CDBG Joint Powers Agreement (JPA), contains the entire agreement between COUNTY and CITY with respect to the subject matter hereof. No written or oral agreements, other than the Santa Clara County CDBG Joint Powers Agreement, with any officer, agent or employee of COUNTY prior to execution of this Contract will affect or modify any of the terms or obligations contained in any documents comprising this Contract.

XVIII. NON-SMOKING POLICY

A. Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

XIX. MISCELLANEOUS

- A. The captions and section headings used in this Contract are for convenience of reference only, and the words contained therein in no way explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Contract.
- B. All exhibits attached hereto and referred to in this Contract are incorporated herein by this reference as if set forth fully herein. Exhibit "A" (Project Description, Performance Measurements, and Budget), Exhibit "B" (Payment to CITY), Exhibit "C" (General Block Grant Conditions), Exhibit "D" (Assurances), Exhibit "E" (Declaration of Contractor and Contract Provisions to Implement the Terms

of the Resolution Regarding Contracting Principles), Exhibit "F" (Insurance Requirements), and Exhibit "G" (Cash Control Record).

- C. The persons signing below are duly authorized to execute this Contract.
 D. Those terms that by their nature should survive termination, expiration or cancellation of this Contract, shall so survive.

IN WITNESS WHEREOF, the parties have executed this as indicated below.

CITY OF MORGAN HILL:

By: [Signature] 9/14/15
 City Manager Date

Steve Rymer
 Print Name City Manager

[Signature] 9/21/15
 City Clerk Date

**APPROVED AS TO FORM AND
 LEGALITY:**

[Signature] 09/09/15
 City Attorney Date

Renee A. Gurza
 Print Name
 Resolution NO. 15-048

COUNTY OF SANTA CLARA:

By: [Signature] MAY 05 2015
DAVE CORTESE, President Date
 Board of Supervisors

ATTEST: [Signature] MAY 05 2015
MEGAN DOYLE Date
 Clerk, Board of Supervisors

**APPROVED AS TO FORM AND
 LEGALITY:**

[Signature] 10/8/15
Donald A. Larkin Date
 Deputy County Counsel

Attachment: CDBG 15-16 Contract (1635 : CDBG Galvan Park Second Amendment)

**EXHIBIT A
SCOPE OF SERVICES
OUTCOMES and MEASUREMENTS
BUDGET FY 15/16**

CONTRACT #: **MH-16 41**

CONTRACT AMOUNT: **\$77,952**

CONTACT INFORMATION:

PROJECT NAME: Galvan Park Improvements (Phase III)

CDBG COORDINATOR: Rebecca Garcia Phone: (408) 310-4637

E-mail: Rebecca.Garcia@morganhill.ca.gov

PROJECT CONTACT Cynthia Iwanaga Phone: (408) 776-7383

E-Mail: Cynthia.Iwanaga@morganhill.ca.gov

LOCATION OF PROJECT: Unless otherwise indicated, the Grant Services specified will be offered at the following location(s): *Site Name Site location:*

Galvan Park , Morgan Hill, CA 95037

PROJECT DESCRIPTION: The primary purpose of the Project is to:

This is a multi-year project. Galvan Park is a city public park that had aging site amenities. The first year the Community Services team engaged the neighborhood in enhancing the park and the adjoining community center to best meet the neighborhoods' needs. They met with neighbors to develop consensus on the physical changes desired at the park to invigorate the park and the neighborhood. The second year, the City completed the installation of new walkways, BBQs, picnic tables and garbage cans. This year the primary purpose is to install a new tot lot and renovate the existing children's playground along with the installation of new park lighting.

NOTE: ELIGIBILITY: Eligible clients under this Contract shall be lower income individuals of all ethnic groups being provided service. Lower income is defined as household income at or below 80% of the median income for the San Jose Metropolitan Statistical Area (MSA) as defined by the Secretary of HUD. This includes very low-income which is defined as household income that exceeds 30% but does not exceed 50% of the HUD median income for the San Jose Metropolitan Statistical Area (MSA) and extremely low-income which is defined as household income that is 30% or lower of the HUD median income for the San Jose Metropolitan Statistical Area (MSA).

Attachment: CDBG 15-16 Contract (1635 : CDBG Galvan Park Second Amendment)

NOTE: DETERMINING INCOME: shall document each participant's eligibility on intake sheets, or other such form as to thoroughly document the client's household income.

EXHIBIT A-1 PERFORMANCE MEASUREMENTS

NATIONAL OBJECTIVES *(check one):*

- Provide Decent Affordable Housing
- ☒ Create a Suitable Living Environment, or
- Create Economic Opportunities

This Activity will serve (check those that apply):

Low Moderate Income Benefit:

- ☐ Low Moderate Income Clientele (LMC) (45.99% of the beneficiaries of an activity have to be LMI persons)
- ☐ Low Moderate Limited Clientele (LMI) (activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI persons. Examples: severely disabled adults, migrant farm workers, seniors)
- ☐ Low Moderate Area Benefit (LMA) (Area where at least 45.99% of the residents are LMI persons)
- ☐ Low Moderate Income Housing Activities (LMH) (rental units and rehab)
- ☒ Public Improvements: Site improvements of any kind that are made to property that is in public owners are considered to be a "public improvement" eligible for assistance under this category, except construction of new housing. One other notable exception, this category does NOT authorize expenditure for "buildings for the general conduct of government", except funds may be used to remove building materials and architectural barrier that restrict the mobility and accessibility of elderly or severely disabled adults.

How will the National Objective be met?

Attachment: CDBG 15-16 Contract (1635 : CDBG Galvan Park Second Amendment)

UNDUPLICATED PARTICIPANTS.

Proposed total number of unduplicated participants to be served by this Project: _____

For purposes of this Agreement, UNDUPLICATED PARTICIPANTS shall be defined as participants who receive more than one service offered by this project, and at least once a year, but who may not be counted more than once in that year. CITY shall retain records documenting eligibility. Such records shall include family size, total household income, gender head of household, race, ethnic and disability data.

Objective 1	Outcomes:	Total # To Be Served	Performance Indicator (check)	Clients or Population Estimated per Quarter			
Create a sustainable living environment	Neighborhood use of improved Galvan Park	3,560	☐ Housing Units ☒ People ☐ Households	1	2	3	4
							3,6
Objective 2 (if applicable)	Outcomes:	Total # To Be Served	Performance Indicator (check)	Served (Goals) per Quarter			
			☐ Housing Units ☐ People ☐ Households	1	2	3	4

**BUDGET
COST CATEGORIES**

DIRECT COSTS Personnel Expenses	Dollar Amount	CONSTRUCTION COSTS	Dollar Amount	OTHER (Type In)	Dollar Amount
Staff #1		Appraisal			
Staff #2		Engineering Expenses			
Staff #3		Architectural/Design Expenses			
		Acquisition of Land or Facility			
		Construction Costs/Rehab	76,452		76,452
		Davis Bacon / Labor Standards	1,500		1,500
Add In Category:					
				TOTAL:	77,952

EXHIBIT B PAYMENTS TO CITY

A. Payments: COUNTY agrees to pay CITY for the performance of the services, work, and duties, subject to and performed in connection with this Agreement, a sum of money not to exceed the amount set forth in this Agreement. Such sum shall be paid by COUNTY to CITY on a reimbursement basis for services actually performed by CITY and for eligible costs actually incurred by and paid by , pursuant to this Agreement, for the cost categories appearing in this section.

No sum shall be paid until COUNTY receives a Reimbursement Request (RR) request for the Project on a quarterly basis, for approved invoices submitted pursuant to this Contract. The RR form must be accompanied by a request for reimbursement on CITY letterhead. Requests for reimbursement will be made quarterly via the CityData Grants Management website at www.Citydataservices.net and specifying in detail the services performed by, and the costs incurred by and paid by CITY during the period for which payment is requested. Any Program Income received by the CITY shall reduce total allowable payments by the same amount. "Program Income" is defined as income or earnings received by CITY which are directly generated from the use of CDBG funds (as defined at 24 CFR 570.500(a)). It shall be reported by CITY to COUNTY on a monthly basis. Any Program Income on hand when this Agreement expires or terminated or any Program Income received after this Agreement expires or terminates, shall be promptly paid to COUNTY.

Payment to CITY will be made within thirty (30) calendar days of receipt by COUNTY of all such required statements and supporting documents, including but not limited to, paid invoices, provided that the items on such statements and supporting data for which payment is requested can properly be paid under this Agreement, HUD regulations OMB A-122 applicable to the program, and the COUNTY-HUD Grant Agreement, as the same may from time to time be amended. In making such determination, COUNTY may rely upon the certification by CITY that the items appearing on said statement and supporting data are eligible items for payment under this program and Agreement, and such determination by COUNTY shall in no way constitute a waiver by COUNTY of its right to recover from the amount of any money paid to on any item which is not eligible for payment under the program and this Agreement.

The total amount of such payments to be made to CITY shall be distributed in the following manner for each month during the course of the Project. Any amendments to a line item in the approved budget must receive prior written approval from the Office of Affordable Housing.

B. Reporting Requirements.

- **Quarterly Progress Reports.** At the end of each quarter, CITY shall report the CDBG and or HOME number of UNDUPLICATED PARTICIPANTS/BENFICIARIES and results of productivity measures, and

Attachment: CDBG 15-16 Contract (1635 : CDBG Galvan Park Second Amendment)

- **A Narrative Report.** A narrative detailing results of the outcome measures. The report at a minimum shall include:

1. A description of how the activities being provided under this grant contribute to meeting performance measures stated in the contract.

- C. Reporting Schedule.** All required reports shall be submitted to the CDBG office no later than TEN (10) calendar days after the end of the first, second, and third quarters and no later than SEVEN (7) calendar days after the end of the fourth quarter. CONTRATOR agrees to submit quarterly progress reports via the CityData Grants Management website at www.Citydataservices.net.
- D. Reimbursement Requests (RR).** Project will be reimbursed on a quarterly basis, for approved invoices submitted pursuant to this Contract. Requests for reimbursement will be made quarterly via the CityData Grants Management website at www.Citydataservices.net.
- E. Personnel:** The Personnel Expenses section of the CDBG Reimbursement Request (Expense Summary) should include only fringe benefits and salary actually paid to employees during the month being reported. Salary accrued or earned but not paid out during the month should not be listed. The exception to this is the final pay period of June; because salary earned during this last pay period will likely be paid out in July (of the following program year), this accrued salary may be included on the June Reimbursement Request (Expense Summary).
- F. Reallocating of Project Funds.** On a monthly basis, COUNTY shall review the monthly expenditures if any, for services performed and costs incurred by CITY provided in this Exhibit. If such review reveals that the monthly expenditures in any such month for the Project as a whole or any cost category thereof, is below the total amount allocated under this Agreement for the total Project or cost category thereof for such month, COUNTY may reallocate the amount of such under spending. In the case of under spending in a cost category, COUNTY may reallocate unspent amount into another cost category of the Project. In the case of underspending in the Project as a whole, COUNTY may reallocate unspent amount to another community development project. COUNTY shall, before reallocating, give CITY ten (10) days' written notice of its intention to reallocate funds. Such notice shall include a copy of COUNTY's monthly expenditure review for the Project and statement of its reasons for such reallocation. COUNTY shall make its final determination with respect to reallocation only after CITY has been given an opportunity to present its views and recommendations with respect to such contemplated reallocation. In no event, however, shall COUNTY be bound to accept CITY'S views or recommendations with respect to such contemplated recycling. If the expenditures by CITY in any month, for the Project or any cost category thereof, exceed the total amount allocated to the Project or any cost category thereof, COUNTY may terminate non-salary expenditures for the Project for such period of time as is necessary to bring expenditures into conformance with this Agreement.
- G. Reallocation of Budget.** Cost Category Funds are subject to the rules of the County's Reallocation Guidelines.

EXHIBIT C GENERAL BLOCK GRANT CONDITIONS

SECTION 1. GENERAL GRANT CONDITIONS.

Definitions. As used herein, "HUD" means United States Department of Housing and Urban Development. "Project Area" for the purposes of this EXHIBIT C means the Urban County.

Compliance with Applicable Federal Regulations. CITY shall comply with the provisions of 24 CFR 570, Subpart J and K, describing other program requirements, and the provisions of 24 CFR 85, relating to the uniform administrative requirements in the acceptance and use of Federal funds.

Applicable Federal Civil Rights Laws and Executive Orders. In providing the services and work set forth in this Agreement, CITY will carry out its work in a manner that will permit full compliance by. COUNTY and strict adherence by CITY with the following:

- **Title VI of the Civil Rights Act of 1964**, which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance; and
- **The Housing and Community Development Acts of 1974 and 1977**, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to said acts; and

Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act) which prohibits discrimination in the sale, rental, and financing of housing and the provision of brokerage services because of race, color, religion, sex, sexual orientation, actual or perceived gender identity, national origin, handicap, or familial status; and Executive Order 11063, as amended by Executive Order 12259, which provides for equal opportunity in housing and related facilities provided by federal financial assistance. This order and its implementing regulations require the Department of Housing and Urban Development to take all actions necessary to prevent discrimination because of race, color, religion, sex, or national origin in the use, occupancy, sale, leasing, rental or other disposition of residential property assisted with Federal loans, advances, grants or contributions; and

Executive Order 11246, (as amended by Executive Orders 11375 and 12086 and further amendments) Equal Opportunity Under HUD Contracts and HUD-assisted Construction Contracts, which requires that S and CITYs, and their subcontractor, agree not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, actual or perceived gender identity, or national origin; and,

Attachment: CDBG 15-16 Contract (1635 : CDBG Galvan Park Second Amendment)

Section 3 of the Housing and Community Development Act of 1968 Pertaining to Employment Opportunities for Lower-Income Persons (12 U.S.C. 1701u), requires that, to the greatest extent feasible on projects financed by HUD, a CITY must: (See Exhibit H)

1. Provide opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project, are given to persons with household income that is at or below 80% of the median income for San Jose Metropolitan Statistical Area defined by the Secretary of HUD residing within the San Jose metropolitan area, Where feasible, priority should be given to residents within the service area of the Project or the neighborhood in which the Project is located who have household income that is at or below 80% of the median income for San Jose Metropolitan Statistical Area (MSA) as defined by the Secretary of HUD, and to participants in other HUD programs who have household income that is at or below 80% of the median income for the San Jose Metropolitan Statistical Area; and
2. Award contracts for work undertaken in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for persons residing within the metropolitan area in which the CDBG-funded Project is located and have household income that is at or below 80% of the median income for San Jose Metropolitan Statistical Area as defined by the Secretary of HUD, Where feasible, priority should be given to business concerns that provide economic opportunities to residents within the service area or the neighborhood in which the Project is located who have household income that is at or below 80% of the median income for San Jose Metropolitan Statistical Area as defined by the Secretary of HUD, and to participants in other HUD programs who have household income that is at or below 80% of the median income for that area; and
3. Self-certify whether they are a Section 3 business, employs Section 3 residents, or subcontracts with business that provide opportunities to low-income persons when an award of \$200,000 or more of HUD funding is provided for housing rehabilitation, housing construction, or other public construction projects, and/or \$100,000 or more to subcontractors; and
4. At a minimum, provide documentation on federal compliance, reporting and outreach efforts; and

Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published which specify that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal assistance; and

The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal assistance; and

The requirements relating to Minority-Owned and Women-Owned Business Enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637, a CITY must exercise affirmative outreach efforts when soliciting bids for service or construction when the Federal funds received by the CITY

or subcontractor exceeds \$10,000 and when the CITY or subcontractor is a for-profit organization/business; and the

Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A; and

Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination on the basis of disability in employment and in public accommodations and commercial facilities and defines the range of conditions that qualify as disabilities, and the reasonable accommodations that must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable - that is easily accomplishable and able to be carried out without much difficulty or expense; and

The provisions of 24 CFR Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any CITY or sub during any period of debarment, suspension or placement in ineligibility status; and

Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq.*) This law provides that any grant under section 106 shall be made only if the CITY certifies to the satisfaction of the Secretary of HUD that the CITY will, among other things, affirmatively further fair housing; and

Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq.*, particularly 42 U.S.C. 6101 *ets. seq.*, and 29 U.S.C. ~94) and further amendments, which mandates that no person on the grounds of race, color, national origin, sex, sexual orientation, actual or perceived gender identity, age or religion shall be excluded from participation, denied the benefits of, or otherwise be subject to discrimination under any activity funded in whole or part with CDBG funds; and

Architectural Barriers Act of 1968 requires that federally funded buildings and other facilities, as defined in 24 CFR 40.2 and 40 CFR 101-19.602(2), to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people.

Relocation and Real Property Acquisition. CITY shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and 24 CFR 570.606(b); and (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan (Plan) under section 104(d) of the HCD Act. Under the URA and the Plan, the CITY must provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. All property occupants must be issued certain notices on a timely basis. The Plan also required the one-for-one replacement of any occupied or vacant occupiable low/moderate-income housing that is demolished or converted to another use in connection with a CDBG-assisted project. Finally, the Plan requires the identification of the steps that will be taken to minimize displacement.

Political Reform Act. CITY shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at California Government Code Section 87000) CITY will

promptly advise COUNTY of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

Flood Disaster Protection. Notwithstanding any other provision of this Agreement, CITY shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the moneys to be paid to CITY pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said moneys for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, ~., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

Equal Employment Opportunity. In providing the work and services herein specified, CITY shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CITY shall take action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, actual or perceived gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CITY shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the COUNTY setting forth the provisions of this nondiscrimination clause. CITY shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, actual or perceived gender identity, or national origin. CITY shall incorporate the foregoing requirements of this paragraph in all of its contracts for program work, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

Prohibition of and Elimination of Lead-Based Paint Hazard. Notwithstanding any other provision, CITY agrees to comply with the regulations issued by the Secretary of HUD set forth in 24 CFR 570.608 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract, including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint.

Compliance With Clean Air and Water Acts. This Agreement is subject to 42 U.S.C. 1857, and 33 U.S.C. 1251 *et seq.*, and the regulations issued pursuant thereto. Therefore, CITY agrees as follows:

CITY stipulates that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20;

CITY agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Sections 114 and 308, and all regulations and guidelines issued thereunder;

CITY stipulates that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities;

CITY agrees that criteria and requirements in subparagraphs (a) through (d) of this section 1.09 will be included in every non-exempt subcontract and CITY shall take such action as the COUNTY or HUD requires as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

Federal Labor Standards Provisions. Except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) families, and all S engaged under contracts in excess of Two Thousand Dollars (\$2,000) for the construction, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5 and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve of its obligation, if any, to require payment of the higher rates. shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and for such contracts in excess of Twenty Five Thousand Dollars (\$25,000), 29 CFR 5a.3.

CITY shall not award any contract or subcontract which is otherwise in compliance with this Agreement to any person or subcontractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

Nondiscrimination Under Title VI of the Civil Rights Act of 1964. under this Agreement shall be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CITY shall require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, sexual orientation, actual or perceived gender identity, or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that and the United States are beneficiaries of and entitled to enforce such covenant. , in

providing the services and work it is to provide, pursuant to this Agreement, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

Interest of Certain Federal Officials. No member of, or Delegate to, the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from same.

Conflict of Interest. Under 24 CFR Part 570.66, no officer, employee or agent of COUNTY or CITY who exercises any functions or responsibilities with respect to the CDBG Program or to the services and work to be performed by CITY pursuant to this Agreement, during such officer's, employee's or agent's tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. CITY shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this section.

Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

Copyrights. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

Patents. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to COUNTY and HUD for determination by HUD as to whether patent protection on such invention or discovery will be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

Political Activity. Partisan Activity Prohibited. No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following:

1. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office;
2. any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
3. any voter registration activity.

Participants employed in the administration of the CDBG Plan and/or Program, and participants whose principal employment is in connection with an activity financed by the CDBG Program or its proceeds are subject to limitation on political activities under the Hatch Act (5 U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in non-partisan activities outside working hours. b. Lobbying Prohibited. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CITY shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The CITY shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all CITYs shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Guidelines On Church-Related Activities. Construction or Rehabilitation of Facilities. Block grant fund recipients shall not use any funds to construct, rehabilitate, maintain, or restore religious structures (including those which may be historic properties) currently used for religious purposes. Block grant funds shall not be used to construct, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations. Block grant funds shall not be used to assist a religious organization in acquiring property. These prohibitions apply whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

The CDBG funds may be used only for the provision of public services and not for the construction, rehabilitation or restoration of any facility owned by the religious organization where the services are to be provided. A narrow exception to this prohibition is that minor repairs may be made where such repairs (a) are directly related to the public services, (b) are located in a structure used exclusively for non-religious purposes, and (c) constitute in dollar terms a minor portion of the CDBG expenditure for the public services.

Resident Aliens. (24 CFR 570.613) Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for the benefits under covered activities funded by the CDBG Program. "Covered activities" are activities meeting the requirements of 24 CFR 570.208(a) that either (1) have income eligibility requirements limiting benefits exclusively to low- and moderate-income persons, or (2) are targeted geographically or otherwise to primarily benefit low- and moderate-income persons (except for activities that benefit the public at large), and provide benefits on the basis of an application.

ENVIRONMENTAL REQUIREMENTS. (24 CFR 470.604) CITY is not allowed to incur program expenses until the COUNTY has performed an environmental review of the proposed activities, received the release of funds, and provided the CITY with formal clearance to initiate them, along with directives for any action necessary to mitigate negative environmental impacts (24 CFR Part 58).

Historic Preservation. CITY shall not violate provisions of the Historic Preservation Act and related laws and Executive Orders. Before any commitments are made to make any physical improvements or alterations or demolition of any building, CITY shall receive assurances from the COUNTY that the CITY is in compliance.

If CITY receives State or COUNTY funds, CITY shall, in the use of those State or COUNTY funds adhere to the applicable Federal laws, regulations, policies, guidelines or requirements, herein specified, only insofar as adherence thereto would not be prohibited by valid COUNTY or State laws, regulations, policies, guidelines or requirements.

RECORDS, REPORTS AND AUDITS OF CITY.

Establishment and Maintenance of Records. CITY shall maintain records, including but not limited to, books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly:

1. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred to perform this Agreement, and
2. All other matters covered by this Agreement. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the COUNTY.

Preservation of Records. CITY shall preserve and make available its records:

For the period of six (6) years from the date of final payment to CITY under this Agreement; or such longer period, if any, as may be required by applicable law; or if this Agreement is completely or partially terminated, for a period of six (6) years from the date of any resulting final settlement.

Records to be Maintained. The CITY shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
6. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21 - 28; and
7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

Examination of Records; Facilities. At any time during normal business hours, and as often as may be deemed necessary, CITY agrees that HUD and/or COUNTY, and/or any of their respective authorized representatives shall:

1. For a period of four (4) years after final payment under this Agreement; or, for such longer period as may be required by applicable law; or
2. if this Agreement is completely or partially terminated, for a period of four (4) years from date of any resulting settlement;

have access to and the right to examine CITYS offices and facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement. CITY also agrees that HUD and/or COUNTY, or any of their respective authorized representatives shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this Agreement. Notwithstanding anything in this Agreement to the contrary for monitoring purposes, COUNTY shall not require access to any information of CITY mutually determined by the parties hereto to be proprietary.

SECTION 2. OTHER REQUIREMENTS OF CITY

Client Data. The CITY shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the COUNTY monitors or their designees for review upon request.

Disclosure. The CITY understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the CITYS or CITY's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

Close-outs. The CITY's obligation to the COUNTY shall not end until all close-out requirements are completed pursuant to 24 CFR 570.509. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITYS), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the CITY has control over CDBG funds, including program income.

Program Income. The CITY shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the CITY shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CITY may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the COUNTY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the COUNTY

Indirect Costs. If indirect costs are charged, the CITY will develop an indirect cost allocation plan for determining the appropriate CITY's share of administrative costs and shall submit such plan to the COUNTY for approval, in a form specified by the COUNTY.

Hatch Act. The CITY agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

HMIS Participation. All agencies providing homeless services in receipt of funding from the COUNTY's CDBG Program are required to fully participate in the Homeless Management Information System ("HMIS") and work closely with the Community Technology Alliance ("CTA"), to ensure the agency has the mechanisms and staffing in place to use the system appropriately and in a timely manner. Funded agencies are required to collect demographic information on all clients served by the funded projects, the services provided, and consent to release the information to CTA and the COUNTY'S Office of Affordable Housing. Funded projects must utilize all appropriate aspects of HMIS in order to generate the statistical information required for reporting to the COUNTY on all universal and program level elements of the HUD Data Standards. These statistical reports must be generated directly out of HMIS. No adjustments to the HMIS reports will be accepted and it is therefore incumbent on the agency to ensure that the information they put into HMIS is accurate and up to date. CITY will measure performance and outcomes relating to these funded projects through the use of the HMIS statistical data, based on the HUD data elements, or other reporting requirements as determined by the COUNTY.

CITY shall include in all outreach and marketing materials, including public websites, an affirmative statement that it will provide services or benefits to all persons, race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin, or familial status.

EXHIBIT D

ASSURANCES

The CITY hereby assures and certifies that it will comply with all regulations, policies, guidelines and requirements applicable to the acceptance and use of Federal funds for this Federally-assisted program and will be responsible for implementing and complying with all relevant future changes to Federal Regulations or OMB Circulars. Specifically gives assurances and certifies with respect to the PROGRAM that it is compliant with the following Regulations as defined by 24 CFR, Part 570, Subpart J; 24 CFR, Part 570, Subpart K; and will be conducted and administered in conformity with "Public Law 88.352 and Public Law 90-284. *Full text of the regulations can be located at: <http://www.gpoaccess.gov/cfr/index.html>*

1. **570.505. Use of Real Property**
2. **570.506. Records to be Maintained**
3. **570.508. Public Access to Public Records**
4. **570.601. Public Law 88-352 and Public Law 90-284;** affirmatively furthering fair housing; Executive Order 11063, as amended by Executive Order 12259 addresses discrimination. HUD regulations implementing Executive Order 11063 are contained in 24 CFR, Part 107.
5. **570.602. Section 109 of the Act addresses discrimination**
6. **570.603. Labor Standards**
7. **570.604. Environmental Standards**
8. **570.605. National Flood Insurance Program**
9. **570.606. Displacement, Relocation, Acquisition, and Replacement of Housing.**
10. **570.607. Employment and Contracting Opportunities**
11. **570.608. Lead-Based Paint**
12. **570.609. Use of Debarred, Suspended, or Ineligible Contractors or CITYs**
13. **570.610. Uniform Administrative Requirement and Cost Principles.** The COUNTY, its CITYs, agencies or instrumentalities, shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 (Common Rule), and OMB Circulars A-110 (Grants and Agreements with Non-Profit Organizations), A-122 (Cost Principles for Non-Profits), A-128 (Audits of State and Local Governments-implemented at 24 CFR, Part 24), and A-133 (Audits of Institutions of Higher Education and Other Non-Profit Institutions), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR, Part 85 and OMB Circular A-100 are set forth at 570.502.
14. **570.611. Conflict of Interest**
15. **570.612. Executive Order 12372** allows States to establish its own process for review and comment on proposed Federal financial assistance programs, specifically the use of CDBG funds for the construction or planning of water or sewer facilities.
16. **570.613. Eligibility Restrictions for Certain Resident Aliens**
17. **570.614. Architectural Barriers Act and the Americans with Disabilities Act**

Attachment: CDBG 15-16 Contract (1635 : CDBG Galvan Park Second Amendment)

EXHIBIT E**DECLARATION OF CONTRACTOR**
(To be completed by all Type I)

This is a Type I service contract under the Board of Supervisor's Resolution of Contracting Principles.

Type I Category: Section II C.6
 Explanation: Contract with other Public Agencies

I am authorized to complete this form on behalf of the City of Morgan Hill.

I have used due diligence in obtaining this information, and this information contained herein is complete and accurate.

**CONTRACT PROVISIONS TO IMPLEMENT THE TERMS OF THE RESOLUTION RE:
CONTRACTING PRINCIPLES**

This contract is a Type I service contract, subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997 and subsequently amended on October 21, 2008. Accordingly, Contractor shall comply with all of the following:

- a. Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.
- b. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contracts. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the ground of non compliance with this Section, and the opportunity to respond and discuss the County's intended action.

City Manager Signature: _____

 9/14/15
 Date

Print Name: Steve Rymer

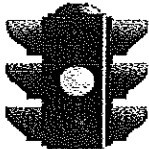
Service. Community. Innovation.



Edit Contractor

BE SURE TO CLICK any SAVE button on this page to save your changes!

you are here: [Main Menu](#) / [Insured Search](#) / Edit Insured

Name	Address	Details	SAVE RECORD
Requirements and Enforcement	Internal Contacts, Organizational Units and Projects		Contracts
Editing: City of Morgan Hill (1002328)			
Insured Name and ID ID Number 1002328 (ISN: 337950) Insd Name City of Morgan Hill		Current Status CertScore: 86 Waivered Score: 100* <i>*Ignoring all waived deficiencies</i>  Waivers Next Expiry: 7/1/2016	
REQUIRED ITEMS			
✓ An ID Number must be entered. ✓ Enter a name for the Contractor. ✓ An address must be entered for the Contractor ✓ Requirements must be selected ✓ An enforcement level must be selected ✓ Assign at least one internal contact to the Contractor			
Last Changed: 10/23/2015 8:38:40 AM (US Eastern Time)			

Attachment: CDBG 15-16 Contract (1635 : CDBG Galvan Park Second Amendment)

Dept. of Planning and Development from County of Santa Clara

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Terms of Use

LAWCX

Local Agency Workers' Compensation Excess
Joint Powers Authority
 A California Public Agency

Certificate of Coverage - 2015/16 Program Year

Covered Member:	City of Morgan Hill
	17555 Peak Avenue
	Morgan Hill, CA 95037

This certificate is issued as a matter of information only and confers no right upon the Certificate Holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage below. The coverage provided is subject to all terms, exclusions and conditions of such coverage. Limits shown below may have been reduced by paid claims.

TYPE OF COVERAGE	COVERAGE NUMBER	COVERAGE PERIOD	LIMITS OF COVERAGE
EMPLOYER'S LIABILITY	2015/16 LAWCX MOC	7/1/2015 - 7/1/2016	\$5,000,000
WORKERS' COMPENSATION	2015/16 LAWCX MOC	7/1/2015 - 7/1/2016	\$5,000,000
WORKERS' COMPENSATION	POLICY # EIA-PE 15 EWC-32	7/1/2015 - 7/1/2016	\$45,000,000
WORKERS' COMPENSATION	POLICY # XWC 91-0613	7/1/2015 - 7/1/2016	STATUTORY

Description of Operations/Locations Covered; Special Items of Restrictions:

PROOF OF EXCESS WORKERS' COMPENSATION COVERAGE
 for the City of Morgan Hill and its employees.

PREPARED FOR:
County of Santa Clara
Office of Supportive Housing
3180 Newberry Drive #150
San Jose, CA 95118
Attn: Carlos Sanchez
Housing Rehabilitation Specialist

Should the above described coverage be cancelled before the expiration date thereof, LAWCX will mail 30 days written notice of the certificate holder named to the left, but failure to mail such a notice shall impose no obligation or liability of any kind upon LAWCX, its agents, or its representatives.

AUTHORIZED REPRESENTATIVE:

Beth Lyons

Attachment: CDBG 15-16 Contract (1635 : CDBG Galvan Park Second Amendment)

DRAFT



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, January 17, 2018 5:30 PM

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

SPECIAL/REGULAR MEETING

(5:30 pm Workshop/ 7:00 pm Regular Meeting)

A special meeting of the City Council was called at 5:30 pm for the purpose of conducting a joint City Council/Planning Commission Zoning Code Update Workshop and a closed session.

SPECIAL MEETING

5:30 pm

CALL TO ORDER

Mayor Tate called the special meeting to order at 5:36 pm.

ROLL CALL ATTENDANCE

Deputy City Clerk Michelle Wilson called the roll.

Attendee Name	Title	Status	Arrived
Steve Tate	Mayor	Present	

Minutes Acceptance: Minutes of Jan 17, 2018 5:30 PM (CONSENT CALENDAR)

Larry Carr	Mayor Pro Tem	Late	
Rich Constantine	Council Member	Present	
Caitlin Jachimowicz	Council Member	Present	
Rene Spring	Council Member	Present	
John McKay	Chairman	Present	
Liam Downey	Vice Chairman	Present	
Juan Miguel Munoz Morris	Planning Commissioner	Present	
Mohammad Habib	Planning Commissioner	Present	
Yvonne Martinez Beltran	Planning Commissioner	Present	
Joseph Mueller	Planning Commissioner	Present	
Wayne Tanda	Planning Commissioner	Absent	

DECLARATION OF POSTING AGENDA

Deputy City Clerk Michelle Wilson declared the posting of the agenda.

WORKSHOP

1. ZA2016-0006: ZONING CODE UPDATE - JOINT CITY COUNCIL / PLANNING COMMISSION WORKSHOP

Recommendation:

Provide Planning Commission and staff with feedback/direction on policy questions related to the Zoning Code Update and discuss next steps.

Principal Planner John Baty and City Planning Consultant, Ben Noble provided the presentation.

The public comment was opened at 6:46 pm

Anonymous was called to speak.

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

The special meeting was adjourned at 6:57 pm

RESULT: NO ACTION TAKEN

REGULAR MEETING

Mayor Tate called the regular meeting to order at 7:05 pm

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Council Member Jachimowicz shared that in December she participated in a housing tour with members of the City team, as well as, representatives from Eden Housing. They toured four different locations in Morgan Hill that are a collection of affordable housing units. It was an incredible opportunity where people invited them into their homes and they had the opportunity to see what their living conditions were like. She learned that the different affordable housing units in Morgan Hill are not created equal. There is a huge difference between some of the units. Eden Housing has recently acquired some of these properties and they had an opportunity to sit down with them after the tour and talk about potential improvements to

the properties. She thanked all of the people that welcomed them into their homes and noted that there are hundreds and hundreds of people who live in affordable units in Morgan Hill and it was very humbling to be let into their lives in such a personal way. She hopes that we are able to continue to think about those real people and their lives as we continue the discussions on affordable housing and homelessness.

In early February, she will be participating in a two day Institute for Local Government (ILG) TIERS learning lab workshop on community engagement with Morgan Hill teammates Maureen Tobin, Chris Ghione, Michelle Wilson, and Hilary Holeman. Each city comes up with a case study to work on at the workshop. Morgan Hill's case study will be to focus on Morgan Hill infrastructure, particularly our messaging around infrastructure and telling our story.

CITY MANAGER'S REPORT

City Manager Christina Turner shared that the City Council Goal Setting Workshop will take place on Friday, January 26th and Saturday, January 27th. This is an opportunity for the Council to review our vision, priorities, and goals for Morgan Hill. She sees this as the kick off for the budget process so that we ensure that we incorporate Council's priorities and goals in the budget process. She invited the community to attend the workshop.

She shared that the same weekend, January 27th, Morgan Hill Values Youth is having a workshop at the Community and Cultural Center from 10:00 am to 2:30 pm.

She announced that we have commission vacancies for both our Library, Culture, and Arts Commission and Parks and Recreation Commission. She invited the community to submit their applications by the end of the day Friday, January 19th.

She announced that we have the recreation preschool open house on February 3rd from 10:00 am to 12:00 pm or February 7th from 5:30 pm to 7:00 pm. More information can be found on our website. Parents are encouraged to bring their children to check out the preschool program.

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin announced that he plans to provide High Speed Rail updates as a part of his City Attorney reports. He shared that High Speed Rail Authority (HSR) has a new CEO, Brian Kelley, who until recently, was the Secretary of the State Transportation Authority and comes with a lot of transportation knowledge and background. On the local level we have a new Local Contracts Manager, Noopur Jain who will be meeting with us next week. We have also invited HSR to come back and complete the presentation that they started giving us before the holiday break. We are targeting February 7th for that presentation. We are also working on coming forward with a set of ordinances that will implement the design standards that we have been working on in advance of HSR coming through and tearing up the town. We are also working on agreements with HSR to ensure that the things we have asked them to do get done.

OTHER REPORTS

Mayor Tate announced that he is scheduling the next Coffee with Mayor on February 3rd from 10:00 to 11:30 am, location to be determined.

Council Member Carr thanked the organizers of Monday night's South County Interfaith Community Alliance annual Martin Luther King Jr. Service and Celebration which was hosted by Saint Catherine's church this year. Houses of worship and communities throughout South County participated. It was a wonderful evening.

PRESENTATIONS

YAC PRESENTATION- ASSET #7- COMMUNITY VALUES YOUTH

PUBLIC COMMENT

The public comment was opened at 7:21 pm

There being no requests to speak, the public comment was closed.

ADOPTION OF AGENDA

MOTION

Adopting the agenda as posted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rich Constantine, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

CONSENT CALENDAR

MOTION

Approving consent calendar items 2, 4 through 8, and 10 through 14.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Larry Carr, Mayor Pro Tem
SECONDER:	Rich Constantine, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

2. CITY CORRESPONDENCE REGARDING RESOLUTION E-4907 REGISTRATION PROCESS FOR COMMUNITY CHOICE AGGREGATORS

Recommendation:

Receive correspondence urging the California Public Utilities Commission to oppose the Draft Resolution E-4907 which implements a registration process for Community Choice Aggregators.

3. ITEM PULLED FOR DISCUSSION

4. APPROVE PROFESSIONAL DESIGN AGREEMENTS FOR HYDROGEOLOGICAL AND GEOTECHNICAL ENGINEERING SERVICES

Recommendation:

Approve and authorize the City Manager to execute three-year agreements with Luhdorff & Scalmanini Consulting Engineers in the amount of \$150,000, and Geo-Logic Associates in the amount of \$90,000, for hydrogeological and geotechnical engineering services.

5. APPROVE PROFESSIONAL DESIGN AGREEMENTS FOR WATER AND WASTEWATER UTILITY PLANNING & ENGINEERING SERVICE

Recommendation:

Approve and authorize the City Manager to execute three-year agreements with Akel Engineering Group in the amount of \$150,000 and Schaaf & Wheeler Consulting Civil Engineers in the amount of \$150,000 for water and wastewater utility planning and engineering services.

6. APPROVE PURCHASE OF 150KW TRAILER-MOUNTED PORTABLE DIESEL GENERATOR

Recommendation:

1. Approve the purchase of one 150kW trailer-mounted diesel generator from Leete Generators, in the amount of \$86,986; and
2. Authorize City Manager to approve purchase order in the amount of \$86,986 with Leete Generators.

7. AUTHORIZATION TO ENTER INTO CONTRACT WITH LDV FOR THE PURCHASE OF A GRANT FUNDED PUBLIC SAFETY COMMAND VEHICLE

Recommendation:

Authorize City Manager to execute all necessary contract(s)/agreement(s) with LDV for the purchase of a Public Safety Command Vehicle through reimbursable grant funds.

8. ADOPT RESOLUTION APPROVING A POOLED LIABILITY ASSURANCE NETWORK JOINT POWERS AGREEMENT

Recommendation:

Adopt resolution authorizing the City Manager to execute the Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA), which will replace the former ABAG PLAN Corporation.

9. ITEM PULLED FOR DISCUSSION

10. RATIFY SECOND AMENDMENTS WITH SCHAAF & WHEELER CONSULTING ENGINEERS FOR PROFESSIONAL DESIGN SERVICES FOR SEWER LIFT STATIONS J, K, D, F AND W

Recommendation:

Ratify Second Amendments with Schaaf & Wheeler Consulting Engineers for Professional Design Services for Sewer Lift Stations J, K, D, F and W.

11. ADOPT ORDINANCE APPROVING ZONING AMENDMENT ZA2017-0009 CHANGING THE ZONING DESIGNATION OF A 3.5 ACRE PARCEL LOCATED ON THE NORTH SIDE OF EAST DUNNE AVENUE APPROXIMATELY 610 FEET WEST OF WALNUT GROVE DRIVE (ASSESSOR PARCEL NUMBER 726-02-007), FROM R-2 3,500/RPD TO R-3 MULTI FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT

Recommendation:

Waive the reading, adopt Ordinance No. 2266, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

12. APPROVE THE NOVEMBER 15, 2017 MEETING MINUTES

Recommendation:

Approve Minutes.

13. APPROVE THE DECEMBER 6, 2017 MEETING MINUTES

Recommendation:

Approve Minutes.

14. APPROVE THE DECEMBER 20, 2017 MEETING MINUTES

Recommendation:

Approve Minutes.

ITEMS PULLED FOR DISCUSSION**3. REVIEW PROPOSAL TO RAISE A COMMEMORATIVE FLAG TO UNITE AND SHOW SUPPORT OF TRADITIONAL FAMILIES**

Recommendation:

Determine that a proposal to raise a commemorative flag “to unite and show support for traditional families” does not meet the requirements of the City Flag Raising Policy (CP-17-02).

The public comment was opened at 7:23 pm. The following people were called to speak:

Karen Swank

Joy Joyner

Brian Fairloth

Teresa Stephenson

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

City Manager Christina Turner provided the report.

MOTION:

Approving the recommended action.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rene Spring, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

9. ACQUISITION OF PROPERTY (HOWARD) APN 767-12-024 FOR THE HALE AVENUE EXTENSION PROJECT

Recommendation:

1. Adopt resolution approving the purchase of a portion of APN 767-12-024 for \$303,748 plus escrow and closing costs from John P. Howard for the Hale Avenue Extension Project; and
2. Authorize the City Manager to execute all documents and make minor modifications as necessary in

order to consummate the transaction.

The public comment was opened at 7:44 pm.

Liam Downey was called to speak

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

MOTION:

Approving the recommended actions.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rich Constantine, Council Member
SECONDER:	Larry Carr, Mayor Pro Tem
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

OTHER BUSINESS

15. APPROVAL OF AMENDED AND RESTATED EMPLOYMENT AGREEMENT FOR THE CITY ATTORNEY

Recommendation:

1. Approve Amended and Restated Employment Agreement for the City Attorney, Mr. Donald Larkin; and
2. Authorize the Mayor to execute the agreement.

City Attorney Donald Larkin excused himself from the dais.

Mayor Tate provided the report.

The public comment was opened at 7:51 pm.

There being no requests to speak, the public comment was closed.

MOTION:

Approving the recommended actions.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Larry Carr, Mayor Pro Tem
SECONDER:	Rich Constantine, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

16. ADOPTION OF VISION ZERO MORGAN HILL TRAFFIC SAFETY STRATEGIES

Recommendation:

1. Adopt Vision Zero Morgan Hill; and
2. Adopt resolution committing Morgan Hill to implement Vision Zero traffic safety strategies.

Interim Deputy City Manager Chris Ghione along with Police Chief David Swing and Administrative Analyst Hilary Holeman provided the report.

The public comment was opened at 8:07 pm.

Brian Faircloth was called to speak.

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

MOTION:

Approving the recommended actions.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rich Constantine, Council Member
SECONDER:	Rene Spring, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

17. PROVIDE DIRECTION REGARDING ANY POTENTIAL CHANGES TO MARIJUANA PROHIBITION

Recommendation:

1. Accept report on cannabis in Morgan Hill; and
2. Provide direction to staff for potential next steps/alternatives:
 - a. Conduct a statistically valid survey on the community's support of the presence of retail sales in Morgan Hill
 - b. Direct staff to draft proposed ordinance regulating all or some of the following: retail sales, cultivation, deliveries, testing and/or production of marijuana
 - c. Continue with current ban on marijuana related products and industry
 - d. Direct staff to pursue a personal cultivation registration program

Mayor Tate called a recess at 8:14 pm.
The meeting was reconvened at 8:24 pm.

Police Chief David Swing provided the report.

The public comment was opened at 8:54 pm. The following people were called to speak:

Joy Joyner
Brian Faircloth
Ryan Gautschi
Sean Kali-Rai
Matt Delaney

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

Council provided direction and feedback to staff.

RESULT:	NO ACTION TAKEN
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18. REVIEW OUTDOOR SPORTS CENTER OPERATOR REQUEST FOR PROPOSALS

Recommendation:

1. Direct staff to solicit full proposals for operation of the Outdoor Sports Center from the San Jose Soccer Complex Foundation and Sports Facilities Management; and
2. Direct staff to further explore partnership opportunities with the Northern California Volleyball Association and Silicon Valley Cricket for use of undeveloped City properties.

Mayor Tate called a recess at 9:47 pm.
The meeting was reconvened at 9:52 pm.

Interim Deputy City Manager Chris Ghione provided the report.

The public comment was opened at 10:06 pm. The following people were called to speak:
Gordon Jacoby

Robert Airoidi
Jeff Dixon
John Braga

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

MOTION:

Approving the recommended actions.

RESULT:	DIRECTED [UNANIMOUS]
MOVER:	Caitlin Jachimowicz, Council Member
SECONDER:	Rene Spring, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

19. STATION AREA MASTER PLAN PRIORITIZATION OF IMPROVEMENTS

Recommendation:

Review and provide comments on the draft Station Area Master Plan (SAMP) and the prioritization of improvements.

City Manager Christina Turner introduced the item. Associate Planner Tiffany Brown, along with Assistant City Manager Leslie Little, provided the report.

The public comment was opened at 10:57 pm.

John McKay was called to speak.

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

RESULT:	NO ACTION TAKEN
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MOTION:

Extending the meeting to 11:45 pm.

RESULT:	EXTENDED [UNANIMOUS]
MOVER:	Rich Constantine, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

20. PAVEMENT MANAGEMENT UPDATE

Recommendation:

Receive pavement management update report.

Deputy Director for Engineering Scott Creer provided the report.

The public comment was opened at 11:15 pm.

There being no requests to speak, the public comment was closed.

RESULT:	NO ACTION TAKEN
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21. SELECTION OF CITY COUNCIL MAYOR PRO TEMPORE

Recommendation:

Minutes Acceptance: Minutes of Jan 17, 2018 5:30 PM (CONSENT CALENDAR)

1. Open floor to nomination(s) for Mayor Pro Tempore; and
2. Select a Council Member to serve as Mayor Pro Tempore per City Council Policy 99-01.

The public comment was opened 11:17 pm.

There being no requests to speak, the public comment was closed.

MOTION:

Selecting Council Member Constantine to serve as Mayor Pro Tempore.

RESULT:	APPOINTED [UNANIMOUS]
MOVER:	Steve Tate, Mayor
SECONDER:	Larry Carr, Mayor Pro Tem
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

FUTURE COUNCIL INITIATED AGENDA ITEMS

Council Member Constantine shared that he passed on a letter to the City Attorney regarding an ordinance for massage regulations and asked for staff to come back with suggestions.

CLOSED SESSION

City Attorney Donald Larkin announced the closed session.

OPPORTUNITY FOR PUBLIC COMMENT

The public comment was opened at 11:18 pm.

ADJOURN TO CLOSED SESSION

The meeting adjourned to closed session at 11:18 pm.

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Authority: Pursuant to Government Code Section 54956.9(d)(1)

Case Name: DeZubiria v. City of Morgan Hill

Case Number: Santa Clara County Superior Court Case No: 17-CV-309262

CLOSED SESSION ANNOUNCEMENT

City Attorney Donald Larkin announced that the Council unanimously approved a settlement agreement in the total amount of \$60,000.

ADJOURNMENT

The meeting was adjourned at 11:30 pm.

MINUTES PREPARED BY:

Michelle Wilson, Deputy City Clerk

DRAFT



Meeting Minutes City Council

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

Friday, January 26, 2018 9:00 AM

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

CITY COUNCIL ANNUAL GOAL SETTING WORKSHOP

CALL TO ORDER

Mayor Tate called the workshop to order at 9:03 a.m.

ROLL CALL ATTENDANCE

Deputy City Clerk Michelle Wilson called the roll.

Attendee Name	Title	Status	Arrived
Steve Tate	Mayor	Present	
Rich Constantine	Mayor Pro Tem	Present	
Larry Carr	Council Member	Present	
Caitlin Jachimowicz	Council Member	Present	
Rene Spring	Council Member	Present	

DECLARATION OF POSTING OF AGENDA

Deputy City Clerk Michelle Wilson declared the posting of the agenda.

Minutes Acceptance: Minutes of Jan 26, 2018 9:00 AM (CONSENT CALENDAR)

PUBLIC COMMENT

The public comment was opened at 9:05 a.m.

Jim Sergi was called to speak.

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

GOAL SETTING WORKSHOP

2018 CITY COUNCIL GOAL SETTING WORKSHOP

Recommendation:

1. Review goals and accomplishments of 2017;
2. Discuss possible goals for 2018 in the areas of City responsibility; and
3. Establish process and schedule for subsequent adoption of goals for 2018.

City Manager Christina Turner and facilitator Shawn Spano led the workshop. The Council reviewed and discussed the goals and accomplishments of 2017 and discussed and set goals for 2018.

The meeting went into recess at 10:03 a.m. and was reconvened at 10:18 a.m.

The public comment was opened, and the following people were called to speak:

Brian Sullivan

Doug Muirhead

John Horner

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

The meeting went into recess for lunch at 12:01 p.m. and was reconvened at 12:45 p.m.

The public comment was opened, and the following people were called to speak:

Kathy Sullivan

Brian Sullivan

Ken Murray

Ava Geddes

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

The meeting went into recess at 2:08 p.m. and was reconvened at 2:20 p.m.

The meeting went into recess at 4:06 p.m. and was reconvened at 4:18 p.m.

ADJOURNMENT TO SATURDAY, JANUARY 27, 2018 AT 9:00 AM

There being no further business, the workshop was adjourned at 4:33 p.m. to Saturday, January 27, 2018 at 9:00 a.m.

DRAFT



Meeting Minutes City Council

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

Saturday, January 27, 2018 9:00 AM

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

CITY COUNCIL ANNUAL GOAL SETTING WORKSHOP

CALL TO ORDER

Mayor Tate called the meeting to order at 9:00 a.m.

ROLL CALL ATTENDANCE

Deputy City Clerk Michelle Wilson called the roll.

Attendee Name	Title	Status	Arrived
Steve Tate	Mayor	Present	
Rich Constantine	Mayor Pro Tem	Present	
Larry Carr	Council Member	Present	
Caitlin Jachimowicz	Council Member	Present	
Rene Spring	Council Member	Present	

DECLARATION OF POSTING OF AGENDA

Deputy City Clerk Michelle Wilson declared the posting of the agenda.

PUBLIC COMMENT

The public comment was opened at 9:01 a.m.

There being no requests to speak, the public comment was closed.

SATURDAY, JANUARY 27, 2018 9:00 A.M.

GOAL SETTING WORKSHOP CONTINUED

1. 2018 CITY COUNCIL GOAL SETTING WORKSHOP

Recommendation:

1. Review goals and accomplishments of 2017;
2. Discuss possible goals for 2018 in the areas of City responsibility; and
3. Establish process and schedule for subsequent adoption of goals for 2018.

City Manager Christina Turner and facilitator Shawn Spano led the workshop. The City Council continued their review and discussion and goal setting for 2018.

The public comment was opened at 10:25 a.m. and the following people were called to speak:

Kathy Sullivan

Doug Muirhead

There being no further request to speak, the public comment was closed.

The workshop went into recess at 10:33 a.m. and was reconvened at 10:46 a.m.

The public comment was opened at 12:07 p.m. and the following people were called to speak:

John McKay

Marty Cheek

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

ADJOURNMENT

There being no further business, the meeting was adjourned at 12:12 p.m.

DRAFT



Meeting Minutes City Council

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

Wednesday, February 7, 2018 5:30 PM

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

SPECIAL/REGULAR MEETING

(5:30 p.m. Commission Interviews/7:00 p.m. Regular Meeting)

A special meeting of the City Council was called at 5:30 p.m. for the purpose of conducting commission interviews.

SPECIAL MEETING

5:30 p.m.

CALL TO ORDER

Mayor Tate called the meeting to order at 5:33 p.m.

ROLL CALL ATTENDANCE

Minutes Clerk Gonzalez called the roll.

Attendee Name	Title	Status	Arrived
Steve Tate	Mayor	Present	
Rich Constantine	Mayor Pro Tem	Present	

Minutes Acceptance: Minutes of Feb 7, 2018 5:30 PM (CONSENT CALENDAR)

Larry Carr	Council Member	Present	
Caitlin Jachimowicz	Council Member	Present	
Rene Spring	Council Member	Present	

DECLARATION OF POSTING AGENDA

Minutes Clerk Gonzalez declared the posting of the agenda.

INTERVIEWS

1. INTERVIEWS TO FILL THREE (3) VACANCIES ON THE LIBRARY, CULTURE, AND ARTS COMMISSION AND FOUR (4) VACANCIES ON THE PARKS AND RECREATION COMMISSION

Recommendation:

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

Mayor Tate announced that Library, Culture, and Arts Commission applicant, Bob Benich, was not available to attend tonight's meeting and will interview at the February 21, 2018 Council meeting.

City Manager Turner announced that applicant Rick Dudgeon has withdrawn his application.

The City Council interviewed the following candidates for the Library Culture and Arts Commission:

Brigitte Crawford

Paul Lake

Anthony Stenberg

Minutes Clerk Gonzalez informed the Council that applicant Norvin Vogel was unable to attend tonight's meeting and the Clerk's office is working on rescheduling his interview to a future meeting.

The City Council interviewed the following candidates for the Parks and Recreation Commission:

Maureen Grzan-Pieracci

Craig van Keulen

Ron Locicero

LaRene Green

Lisa Cavigliano

RESULT: NO ACTION TAKEN

REGULAR MEETING

Mayor Tate called the regular meeting to order at 7:01 p.m.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Council Member Carr spoke about his outside appointments. He attended the South County Regional

Wastewater Authority (SCRWA) meeting this morning. One thing that both Morgan Hill and Gilroy are going to be faced with soon is the expansion of the plant. Ultimately the services that the plant provides will be the limiting factor to anything happening in South County. Expanding the facility will be a multi-million-dollar project. The SCRWA Board will be addressing the project soon and we anticipate it will be a long-lasting project. The facility uses a significant amount of power and is working on a solar project that will provide the majority of the power needed for the facility. They just need approval from PG&E to flip the switch to solar.

He spoke regarding the South County Water Resources Commission which is a commission between the Cities of Gilroy and Morgan Hill and the Santa Clara Valley Water District. The purpose of this commission is to discuss the health of the aquifer that we draw our water from and how we can continue to improve water resources throughout all of South County. He announced that the Water District is pursuing a new reservoir here in the South County/Pacheco area and the City of Morgan Hill is supporting the Water District's application for State funding for that. They are also exploring the possibility of water reclamation. Today we have recycled water being used in Gilroy, but not in Morgan Hill.

He talked about his meeting with the Mobility Partnership which is a partnership between the Santa Clara Valley Transportation Authority (VTA) and the County of San Benito. They are looking at the Highway 152 Trade Corridor and how we can improve access as it is a somewhat dangerous corridor to travel through. The first phase will be how to improve the Highway 25 and Highway 101 interchange at the south end of Gilroy. As people have longer commutes, the south Gilroy area of 101 is becoming very full of traffic, and the Highway 25 interchange has become more dangerous. Some Measure B dollars are there, and San Benito County will be going out for a tax measure very soon to be able to cover some of their share of the costs.

He shared that the VTA met last week and is working on a program called "The Next Network" to evaluate transportation services. They will use some Measure B dollars. One project they talked about is a project that our team here in Morgan Hill put together to look at how to provide more public transportation services in a flex/on-demand model here within the City of Morgan Hill.

CITY MANAGER'S REPORT

City Manager Christina Turner spoke to the evening's supplements and presentations. She announced that Morgan Hill and San Jose will reveal the 2018 AMGEN Tour of California Timed Trial Course Route at a press conference tomorrow at the Community and Cultural Center and invited everyone to attend. She announced that the Mayor's State of the City Address is scheduled for Thursday, February 22, 2018 at 7:00 p.m. She also stated that on Tuesday, February 27, 2018 the American Association of University Women is hosting "Make Your Voice Heard, Tips for Civic Engagement in Morgan Hill" and some of the things that will be covered that night will be: how to build a successful campaign when running for local office and the roles and expectations of a Morgan Hill Unified School District Trustee and City Council Member.

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin gave a High Speed Rail (HSR) Update. There have been several meetings over the last couple of weeks both with and about HSR. HSR is coming out with its new business plan in March. They have committed to coming back to do a presentation for us and update us on the new plan shortly after it's released, probably in April or May. Their current plans on the timeline are to announce their preferred alignment in June or July. They have told us that they have narrowed it down to two potential alignments, the Monterey corridor and one near 101, but not on 101. They're going to be test boring on one side of Morgan Hill in the next week or so. That site is on the Monterey Road corridor. They told us the reason that they are only boring on the one side is that they already have all the data that they need for the 101 Alignments because of CalTrans work. They hope to release their draft Environmental Impact Report (EIR) by the end of 2018 and their goal now is to get full environmental clearance for this stretch of the project by fall of 2019. In the meantime, we as staff are continuing to share our ideas for ways HSR can use existing rights of way and minimize the impact to both our downtown and our

neighborhoods. In our meetings with HSR they have told us that even after they have given up their preferred alignment and put out their environmental documents that they will be willing to talk to us about ways to reduce the impacts on neighborhoods in the downtown and to look at alignments that would use existing right of ways even though they may have gotten environmental clearance for a different route. On our end, in order to make sure that we are well prepared to advocate for our neighborhoods, we have been and will continue to work with several outside consultants and rail experts. We are still working out how much of this work can be reimbursed through our agreement with HSR but we mostly want to be ready to go on day one with the draft EIR. We have a very short window in which to comment and respond; in order to make this happen we are likely to be coming to Council with a budget request either at the February 21st or the March 7th meeting once we determine what contracts we need to get in place early to be prepared to respond.

OTHER REPORTS

Mayor Tate announced the State of the City Address on February 22nd.

PROCLAMATIONS

Proclaiming the week of February 5-9, 2018 as
Future Business Leaders of America Week

RECOGNITION

Recognizing the Morgan Hill Teachers Aid Coalition's Chocolate & Wine for Valentines Fundraiser on February 10, 2018.

PUBLIC COMMENT

Mayor Tate opened the public comment at 7:19 p.m.

Ava Geddes was called to speak.

Hearing no further requests to speak, the public comment was closed.

PUBLIC COMMENT HANDOUT

ADOPTION OF AGENDA

MOTION:

Adopting the agenda and moving items 10 and 11 to be heard right after the consent calendar.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rene Spring, Council Member
SECONDER:	Larry Carr, Council Member
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

CONSENT CALENDAR

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Caitlin Jachimowicz, Council Member
SECONDER:	Rene Spring, Council Member
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

2. FIRST AMENDMENT TO BRIGHTVIEW LANDSCAPE SERVICES AGREEMENT FOR GROUPS 2 & 4

Recommendation:

Approve the First Amendment to the Maintenance Service Agreement with Brightview Landscape Services, Inc.

3. NOVEMBER 2017 FINANCIAL AND INVESTMENT REPORT

Recommendation:

Accept and file report.

4. BUDGET AMENDMENT FOR BUTTERFIELD CONNECTOR PATH

Recommendation:

Adopt resolution amending the adopted Fiscal Year 2017-18 budget to accommodate a new capital project, the Butterfield Connector Path, resulting from the award of a \$1,761,980 grant from the State of California with total project costs of \$1,910,493.

OTHER BUSINESS

10. LEASE AGREEMENTS FOR FRIENDLY INN AND EL TORO YOUTH CENTER AND NON-PROFIT CENTER CONSTRUCTION OPTION

Recommendation:

1. Update the City policy statements for the Friendly Inn and El Toro Youth Center Building;
2. Authorize the City Manager to further negotiate, execute, and administer lease agreements with the Boys and Girls Club of Silicon Valley for the Friendly Inn, and Community Christian for the El Toro Youth Center Building; and
3. Receive an update on the options for constructing a new non-profit center.

Interim Deputy City Manager Chris Ghione presented the report.

Mayor Tate opened the public comment at 7:28 p.m.
Hearing no requests to speak, the public comment was closed.

MOTION:

Approving the recommended actions.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rich Constantine, Mayor Pro Tem
SECONDER:	Larry Carr, Council Member
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

11. 2018 PRIORITIES

Recommendation:

Adopt updates to Sustainable Morgan Hill, ongoing priorities, and the City Council's 2018 Strategic Priorities.

City Manager Christina Turner presented the report.

Mayor Tate opened public comment at 7:35 p.m.
Hearing no requests to speak, the public comment was closed.

MOTION:

Approving the recommended action.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rich Constantine, Mayor Pro Tem
SECONDER:	Rene Spring, Council Member
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

OTHER BUSINESS

5. SUICIDE PREVENTION UPDATE REPORT

Recommendation:

1. Accept report related to youth suicide prevention; and
2. Adopt the proposed suicide prevention policy.

Police Chief David Swing and Interim Deputy City Manager Chris Ghione presented the report.

Mayor Tate opened the public comment at 7:55 p.m. The following people were called to speak:

Victor Ojakian

Brian Faircloth

Hearing no further requests to speak, the public comment was closed.

MOTION:

Approving the recommended actions.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Carr, Council Member
SECONDER:	Rich Constantine, Mayor Pro Tem
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

6. EMERGENCY OPERATIONS PLAN UPDATE

Recommendation:

Adopt resolution authorizing the approval, distribution, and use of the updated City of Morgan Hill's Emergency Operations Plan.

Office of Emergency Services Coordinator Jennifer Ponce presented the report

Mayor Tate opened the public comment at 8:23 p.m.

Hearing no requests to speak, the public comment was closed.

MOTION:

Adopting the recommended action.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rich Constantine, Mayor Pro Tem
SECONDER: Caitlin Jachimowicz, Council Member
AYES: Tate, Constantine, Carr, Jachimowicz, Spring

7. ECONOMIC DEVELOPMENT UPDATE AND AGREEMENTS WITH THE SILICON VALLEY BUSINESS JOURNAL AND ANTICS ONLINE, INC.

Recommendation:

1. Receive an update on Economic Blueprint activities;
2. Authorize the City Manager to approve a not to exceed \$55,000 purchase order agreement for marketing with the Silicon Valley Business Journal; and
3. Direct the City Manager to negotiate and execute an agreement with Antics Online not to exceed \$65,000 for the development of an Economic Development website.

Economic Development Director Edith Ramirez presented the report.

Mayor Tate opened the public comment at 8:52 p.m. The following people were called to speak:

Ryan McDaniel

John Horner

Hearing no further requests to speak, the public comment was closed.

MOTION:

Approving the recommended actions.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Rich Constantine, Mayor Pro Tem
SECONDER: Caitlin Jachimowicz, Council Member
AYES: Tate, Constantine, Carr, Jachimowicz, Spring

8. 2018 HOUSING PROGRAM UPDATE

Recommendation:

1. Receive update on Below Market Rate (BMR) Program and process, including annual certification of rental and ownership units, vacancy report, and the Housing Work Program;
2. Receive update on Homelessness activities; Support joint efforts of Morgan Hill, Gilroy, and the County to establish permanently assigned case managers and related services for South Santa Clara County;
3. Receive update and summary on 15 New CA Housing Laws effective January 1, 2018; and
4. Direct staff to return with additional information or take steps to prepare recommended actions or preparation of policy documents to achieve greater affordable housing accountability/production.

Housing Manager Rebecca Garcia and Assistant City Manager for Community Development Leslie Little presented the report.

Mayor Tate opened the public comment at 10:00 p.m. The following people were called to speak:

Janet Pocus

Laura Gonzalez-Escoto

Hearing no further requests to speak, the public comment was closed.

MOTION:

Receive updates. Support the joint efforts of Morgan Hill, Gilroy, and the County of Santa Clara to establish permanently assigned case managers and related services for South Santa Clara County and ask that when we look at homeless programs and work with advocates, we learn why certain things work. Direct staff to return with additional information and recommended actions to achieve greater affordability and direct the Planning Commission to have some hearings on this subject to help us with the matter. One of the areas that we would like to get to is, how can we use the RDCS to affect land costs. If we can start affecting land cost in the equation of a developer we might be able to start affecting some of the bottom line numbers that drive some of the initial costs. We should be using our RDCS competitions specifically in looking at specific income levels and that is one of the ways that we might want to start talking about our competitions and would like to get both staff and Planning Commission recommendations on this.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Larry Carr, Council Member
SECONDER:	Rich Constantine, Mayor Pro Tem
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

9. CANNABIS UPDATE AND COMMUNITY SURVEY

Recommendation:

1. Accept report; and
2. Provide direction on ordinance options and for community survey related to cannabis in Morgan Hill and potential other revenue opportunities.

Police Chief David Swing presented the report and introduced Tim Cromartie from HdL and Charles Hester from Godbe Research who answered questions.

Mayor Tate opened the public comment at 10:44 p.m. The following people were called to speak:

Brian Faircloth

Sean Kali-Rai

Hearing no further requests to speak, the public comment was closed.

Council gave direction to staff.

RESULT:	NO ACTION TAKEN
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MOTION:

Extending meeting to 11:30 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rich Constantine, Mayor Pro Tem
SECONDER:	Larry Carr, Council Member
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

10. ITEM 10 WAS MOVED TO FOLLOW THE CONSENT CALENDAR

11. ITEM 11 WAS MOVED TO FOLLOW THE CONSENT CALENDAR

12. CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCIES

Recommendation:

1. Review and revise the City Council Appointments to Outside Agencies as necessary; and
2. Direct the City Clerk to notify the appropriate agencies of the updated assignments and update the Form 806 as necessary.

City Manager Christina Turner presented the report.

MOTION:

Approving the recommended actions.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steve Tate, Mayor
SECONDER:	Rich Constantine, Mayor Pro Tem
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

PUBLIC HEARING

14. 2018 WEED ABATEMENT COMMENCEMENT

Recommendation:

1. Open/Close public hearing;
2. Adopt Resolution A authorizing Santa Clara County to commence hazardous vegetation abatement activities on the attached list; and
3. Adopt Resolution B authorizing Santa Clara County to commence hazardous vegetation abatement activities for the remaining parcels.

Program Administrator Anthony Eulo presented the report.

Mayor Tate opened public comment at 11:20 p.m.

Brian Faircloth was called to speak.

Hearing no further requests to speak, the public hearing was closed.

MOTION:

Adopting resolution A.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Carr, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

Mayor Tate abstained from resolution B and exited the dais.

MOTION:

Adopting resolution B.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Larry Carr, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Constantine, Carr, Jachimowicz, Spring
ABSTAIN:	Tate

PUBLIC HEARINGS

13. ORDINANCE ESTABLISHING ADMINISTRATIVE HEARING PROCESS FOR HAZARDOUS VEGETATION CHARGES

Recommendation:

1. Open/Close public hearing;
2. Waive first and second reading of the ordinance; and
3. Introduce ordinance establishing an administrative hearing process to annually consider hazardous vegetation abatement charges.

Mayor Tate resumed his seat at the dais.

Program Administrator Anthony Eulo presented the report.

Mayor Tate opened public comment at 11:26 p.m.
Hearing no requests to speak, the public hearing was closed.

MOTION:

Waiving the first and second reading of the ordinance.

RESULT:	WAIVED [UNANIMOUS]
MOVER:	Caitlin Jachimowicz, Council Member
SECONDER:	Larry Carr, Council Member
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

MOTION:

Introducing ordinance establishing an administrative hearing process to annually consider hazardous vegetation abatement charges.

RESULT:	INTRODUCED [UNANIMOUS]
MOVER:	Caitlin Jachimowicz, Council Member
SECONDER:	Steve Tate, Mayor
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

14. ITEM 14 WAS MOVED TO FOLLOW ITEM 12

15. RESOLUTION OF INTENT TO HOLD SPECIAL BALLOT PROCEEDING FOR SANDALWOOD SUBAREA OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1

Recommendation:

Open public hearing and continue public hearing to February 21, 2018.

Item continued to the February 21, 2018 City Council meeting.

RESULT:	NO ACTION TAKEN
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FUTURE COUNCIL INITIATED AGENDA ITEMS

None.

ADJOURNMENT

There being no further business, Mayor Tate adjourned the meeting at 11:28 p.m.

MINUTES PREPARED BY:

Angie Gonzalez, Minutes Clerk



CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

PREPARED BY: Michelle Bigelow, Deputy City Clerk
APPROVED BY: City Manager

CONTINUED INTERVIEWS TO FILL THREE (3) VACANCIES ON THE LIBRARY, CULTURE, AND ARTS COMMISSION AND FOUR (4) VACANCIES ON THE PARKS AND RECREATION COMMISSION

RECOMMENDATION(S)

1. Discuss the characteristics/traits that a successful applicant(s) would possess;
2. Conduct Interview;
3. Identify top applicant(s) and provide recommendation to the Mayor; and
4. Discuss and/or appoint applicant(s).

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Supporting Our Youth
Seniors
and Entire Community
Fostering a Positive Organizational Culture
Preserving and Cultivating Public Trust
Enhancing Diversity and Inclusiveness

2018 Strategic Priorities

Community Engagement and Messaging

REPORT NARRATIVE:

There are three seats on the Library, Culture, and Arts Commission (LCAC) with terms ending April 1, 2018, which include Brigitte Crawford, Lori Paul, and Paul Lake. All three commissioners were invited to apply for reappointment and recruitment efforts were conducted. The process resulted in the receipt of four applications for the LCAC. Current Commissioners Brigitte Crawford and Paul Lake have submitted their applications for reappointment, and we received two additional applications including Anthony Stenberg and Bob Benich. Current commissioner Lori Paul has shared that she will not seek reappointment.

There are four seats on the Parks and Recreation Commission (PRC) with terms ending June 1, 2018, which include Bill Haskell, Craig van Keulen, LaRene Green, and Ron Locicero. All four commissioners were invited to apply for reappointment and recruitment efforts were conducted. The process resulted in the receipt of seven applications for the PRC. Current Commissioners Craig van Keulen, LaRene Green, and Ron Locicero have submitted their applications for reappointment. In addition, we received applications from Lisa Cavigliano, Maureen Grzan-Pieracci, Rick Dudgeon, and Norvin Vogel. After submission of their applications, Rick Dudgeon and Norvin

Vogel withdrew their applications. Current commissioner Bill Haskell has shared that he will not seek reappointment.

City Council conducted interviews on February 7, 2018 for all applicants except Bob Benich who will be interviewed on February 21, 2018. Bob Benich's application is attached for Council consideration. All previous applications are available via the link to the February 7, 2018 staff report.

COMMUNITY ENGAGEMENT: Involve

Recruitment efforts were undertaken to encourage citizens to apply for City Council appointment consideration to the Library, Culture & Arts Commission and Parks and Recreation Commission via the Morgan Hill Times, City Website, Government Access Channel, and social media.

ALTERNATIVE ACTIONS:

At the February 21, 2018 meeting, the City Council may choose to make appointments to fill some or none of the seven total vacant seats that are available at this time. If the City Council desires to have a larger pool of applicants, it could decide to re-open the application process to solicit additional applicants to fill those seats not appointed at the February 21, 2018 meeting.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Library, Culture & Arts Commissioners serve two-year terms, with possible reappointment consideration. Every year, recruitment efforts are conducted to maintain the seven (7) member Commission.

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

FISCAL AND RESOURCE IMPACT:

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

CEQA (California Environmental Quality Act):

Filling City Council vacancies is an administrative activity and as such is not a project.

LINKS/ATTACHMENTS:

1. Bob Benich LCAC Application
2. Chapter 2.22 Master Provisions for boards and commissions
3. Chapter 2.68 Library, Culture and Arts Commission
4. Chapter 2.32 Parks and Recreation Commission
5. February 7, 2018 Commission Interviews staff report (web link)



Form Center

Volunteer Application

Thank you for your interest in volunteering with the City of Morgan Hill. Please complete the following information and click submit at the bottom to apply for a volunteer position.

Full Name (Last, First, Middle)*

Robert Benich

Please list your name in the following order (Last, First, Middle)

Birth Year*

██████

Address *

██████ ████████

City*

Morgan Hill

State*

CA

Zip Code*

95037

Email Address*

████████████████████

Phone Number*

████████████████

Please include the best number to reach you at.

Area(s) of Interest

Please choose the areas you are most interested in.

- | | |
|---|---|
| ☐ Environmental Programs | ☐ Volunteer Driver Program |
| ☐ Youth Programs | ☐ Senior Programs |
| ☐ Aquatics Programs | ☐ Special Projects |
| ☐ Administrative Support | ☐ Special Events |
| ☐ Fitness Programs | ☐ Maintenance (Parks, Facilities, Streets) |
| ☐ YMCA Programs | |

Other languages spoken?

Please select the languages you speak.

- | | |
|-------------------------------------|-----------------------------------|
| ☐ English | ☐ Bengali |
| ☐ Spanish | ☐ Russian |
| ☐ Vietnamese | ☐ Japanese |
| ☐ Mandarin | ☐ French |
| ☐ Hindi | ☐ German |
| ☐ Urdu | ☐ Punjabi |
| ☐ Portuguese | ☐ Other |

What are your skills/ What is your background?

16.a

Library, Cultural and Arts Commission

What is your availability? *

Beginning February 2018

Please provide information on your availability. Please be as specific as possible.

I'm not a robot

reCAPTCHA
[Privacy](#) - [Terms](#)

☒ Receive email copy

Email address

This field is not part of the form submission.

* indicates a required field

Attachment: Bob Benich LCAC Application (1638 : Interviews to Fill LCAC and PRC vacancies)

Chapter 2.22

MASTER PROVISIONS FOR BOARDS AND COMMISSIONS*

Sections:

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

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

2.22.010 Establishment of boards and commissions.

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

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

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

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

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

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

F. The members of the commission shall organize the commission and shall elect from its members a chair and vice-chair and such other officers as may be necessary in accordance with adopted city council policy. (Ord. 1778 N.S. § 2 (part), 2006)
(Ord. No 1930 N.S., § 2, 4-22-2009; Ord. No. 1935 N.S., § 1, 6-3-2009)

2.22.030 Clerk and secretary.

The city clerk or designate shall also act as clerk for each of the boards and commissions and shall have authority to sign any official notices and also to certify any resolution of the commissions or boards. The city council may appoint a person not a member of the commission or board to act as secretary of the commission or board. The secretary shall keep a record of all proceedings of said board or commission, its resolutions, its findings and actions, which records shall be a public record and kept with the city clerk in the City Hall building. (Ord. 1778 N.S. § 2 (part), 2006)

2.22.040 Rules of procedure.

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

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

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

2.22.050 Rules of attendance.

If any member is absent from three of any six consecutive regular board or commission meet-

2.22.050

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

2.22.060 Meetings.

Unless otherwise specified, the commission shall hold regular meetings once every two months at a designated time and place which shall be fixed and determined by the commission and entered upon in its minutes. Special meetings of the commission may be called at any time by the chair or by a majority of the members of the board upon notice being given to all members of the board and to all news media at least twenty-four hours in advance of the meetings, as required by the laws of the state of California. (Ord. 1778 N.S. § 2 (part), 2006)

(Ord. No. 1930 N.S., § 3, 4-22-2009)

2.22.070 Compensation.

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

2.22.080 Effect.

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

Chapter 2.68**LIBRARY, CULTURE AND ARTS
COMMISSION****Sections:**

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

2.68.010 Created.

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

2.68.020 Membership—Terms of office.

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

2.68.030 Powers and duties.

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

- A. To act in an advisory capacity to the city council in all matters pertaining to library, culture and arts in the community;
- B. To serve as a liaison between the city and the Santa Clara County library;
- C. To consult with private community groups supportive of library, culture and art programs and serve as a liaison between such groups and the city;
- D. To provide advice and recommendations regarding the adequacy of existing library facilities and operations;
- E. To look for opportunities for participation of artists and performers in city-sponsored activities, and ways to encourage community involvement in the arts;

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

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

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

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

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

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

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

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

Chapter 2.32

PARKS AND RECREATION COMMISSION*

Sections:

2.32.010 Created.

2.32.020 Membership—Terms of office.

2.32.030 Powers and duties.

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

2.32.010 Created.

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

2.32.020 Membership—Terms of office.

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

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

2.32.030 Powers and duties.

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

A. To hold hearings on matters pertaining to planning and development of parks, trails, recreation programs for all segments of the population,

bicycle facilities, and capital expenditures related to parks, trails, recreational facilities, and bicycle facilities;

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

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

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

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

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

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

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



CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

PREPARED BY: Gina Paolini, Interim Principal Planner

APPROVED BY: City Manager

ZA2017-0010, DA2017-0006: MONTEREY-UHC- AMENDMENT TO EXISTING PLANNED DEVELOPMENT AND CONSIDERATION OF A DEVELOPMENT AGREEMENT FOR PROPERTY IDENTIFIED BY ASSESSOR PARCEL NUMBERS 817-36-032 AND 817-36-033 LOCATED AT 16800-16840 MONTEREY ROAD.

RECOMMENDATION(S)

1. Open/close public hearing on Zoning Amendment and Development Agreement Request;
2. Waive first and second reading of Zoning Amendment Ordinance;
3. Introduce Zoning Amendment Ordinance;
4. Waive first and second reading of Development Agreement Ordinance; and,
5. Introduce Development Agreement Ordinance.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment

Maintaining Fiscal Responsibility

POLICY CONSIDERATIONS:

1. Is the Planned Development (PD) amendment consistent with the General Plan and Zoning Code?
2. Is the Development Agreement consistent with the required findings?

REPORT NARRATIVE:

Urban Housing Communities, LLC (UHC), an affordable housing developer has been actively pursuing the development of a 100 percent affordable housing development project at the corner of Monterey Road and Biscaglia Avenue since 2015. The project received Residential Development Control System (RDCS) development allotments in 2015 and 2016, however, did not receive full financing until October 2017. The project will be funded utilizing a combination of County Measure B Housing Bonds, City Housing Fund and State/Federal Affordable Housing Tax Credits. On November 30, 2017, UHC submitted Zoning Amendment and Development Agreement applications to the City.

UHC proposes an amendment to the adopted PD to include an affordable housing project with 39 dwelling units in a three-story building. The project includes surface

parking and carport parking (tucked-under the building). A 1,457 square foot community room/office area is located on the ground floor and a tot-lot recreation area is proposed on-site. Access to the site is provided via Monterey Road and indirectly from Bisceglia Avenue through an existing driveway from the adjacent property to the rear. The project plans have been attached (Attachment 3).

Under California's Density Bonus law (Government Code section 65915), the City is required to incentivize affordable housing by granting increased density and other exemptions to zoning regulations to any "developer who agrees to build a certain percentage of low-income housing with the opportunity to build more residences than would otherwise be permitted by the applicable local regulations." To be eligible for a density bonus or concessions a project must agree to remain affordable for a minimum of 55 years.

In this case the project is requesting concessions to the front setback, building height and parking standards in order to provide the 39 dwelling units. The City is obligated to grant the requested concessions unless findings are made, based on substantial evidence, that 1) the requested concessions do not result in identifiable, financially sufficient, and actual cost reductions to provide affordable housing; 2) the concessions requested will have specific, adverse impacts (as defined) upon public health and safety or the physical environment; 3) or the project would be contrary to state or federal law. The project does not present evidence to support any of these findings.

Alternatively, State law allows for the applicant to request a waiver or modification of development standards. Waivers and modifications may be used to eliminate a development standard that would physically preclude the construction of a project with the density bonus and the incentives or concessions to which the developer is entitled. The applicant presently only requests concessions and not waivers and therefore is not relevant to this application.

Planning Commission Review

The Planning Commission held a public hearing on the Zone Change and Development Agreement at its February 13, 2018 meeting. The Planning Commission discussed the project and requested that the developer work with staff through the Design Review process to refine the site landscaping; enhance the building materials to break-up the building façade and explore whether an unobstructed line of site from the easement to the adjacent park can be created from the project site. The Planning Commission recommended City Council approval of the Zoning Amendment and Development Agreement. The Development Agreement contains the project RDCS public benefit commitments.

COMMUNITY ENGAGEMENT: Inform

The Morgan Hill Community was informed about the project through public notification, including site signage, newspaper notice, and direct mail to property owners within 300 feet.

ALTERNATIVE ACTIONS:

The City Council could direct staff to negotiate changes to the plan or Development Agreement.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council adopted Resolution No. 5951 and Ordinance No. 1740 on December 19, 2005, approving General Plan and Zoning amendments for a three-block area comprised of 29 parcels totaling 13.25 acres, which includes the 3.5-acre subject property. The General Plan land use on all 29 parcels was changed to Mixed Use and zoning to the CC-R zone district.

The City Council adopted Ordinance No. 1786 on July 26, 2006 approving a Planned Development (PD) and Precise Development Plan for the 3.5-acre project site.

The City Council adopted Ordinance No. 1848 on September 19, 2007, amending the Precise Development Plan established for the 3.5-acre site.

The City Council adopted Resolution No. 15-050 on March 4, 2015, reaffirming the award of seven, Fiscal Year 2016-2017 residential allotments for the project site. On January 12, 2016, the Planning Commission adopted Resolution No. 16-02 awarding the project an additional 32, Fiscal Year 2017-2018 residential allotments for full project buildout.

The Planning Commission considered the project applications on February 13, 2018. The Planning Commission staff report has been attached (Attachment 4). The Planning Commission recommended that the City Council approve the Zoning Amendment and Development Agreement. The motions passed (4-0-2) with Commissioners Tanda and Martinez Beltran absent.

FISCAL AND RESOURCE IMPACT:

City development review functions are cost-recovery, with fees collected from applicants to cover cost of services. These fees have been collected.

CEQA (California Environmental Quality Act):

Mitigated Negative Declaration was prepared for the project and adopted on July 26, 2006. An addendum to the MND was prepared for the revised project. The addendum finds that:

- A. No new significant impacts will result from the project.
- B. No substantial increase in the severity of environmental impact will occur.
- C. No new feasible alternatives or mitigation measures that would reduce impacts previously found not to be feasible have, in fact, been found to be feasible.

A complete analysis of the project and environmental impacts have been provided in the Addendum. The previously adopted Mitigation Monitoring and Reporting Program (MMRP) would apply to the project.

LINKS/ATTACHMENTS:

1. Zoning Amendment Ordinance
2. Development Agreement Ordinance
3. Conceptual Development Plans
4. Planning Commission Staff Report and Attachments (web link)

ORDINANCE NO. NEW SERIES

AN ORDINANCE OF THE CITY OF MORGAN HILL APPROVING ZONING AMENDMENT ZA2017-0010 FOR THE CC-R-(PD) PLANNED DEVELOPMENT OVERLAY DISTRICT AND PRECISE DEVELOPMENT PLAN FOR A 39-UNIT AFFORDABLE RESIDENTIAL DEVELOPMENT TO BE LOCATED ON A 1.62-ACRE SITE LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF MONTEREY ROAD AND BISCEGLIA AVENUE (APN 817-36-032 AND 817-36-033)

WHEREAS, Urban Housing Communities, LLC (UHC) proposes to develop the property located at 16800-16840 Monterey Road, identified by Assessor Parcel Number(s) 817-36-032 and 817-36-033, on the northeast corner of Monterey Road and Bisceglia Avenue, with an affordable housing project with 39 dwelling units in a three-story building;

WHEREAS, through the RDCS process, the City Council adopted Resolution No. 15-050 on March 4, 2015, reaffirming the award of seven, Fiscal Year 2016-2017 residential allotments and on January 12, 2016, the Planning Commission adopted Resolution No. 16-02 awarding the project an additional 32, Fiscal Year 2017-2018 residential allotments for full project buildout;

WHEREAS, the 39 allotments were awarded for affordable housing;

WHEREAS, said development requires an amendment to the adopted Planned Development (PD) and Precise Development Plan;

WHEREAS, findings must be made pursuant to Section 18.62.070 to support a request for an amendment to a PD, and any Planned Development Plan shall be found consistent with the findings described in Section 18.30.050;

WHEREAS, such request was considered by the City Council at its regular meeting of February 21, 2018, at which time the City Council recommended approval of Zoning Amendment application, ZA2017-0010: Monterey-UHC; and

WHEREAS, testimony received at a duly-noticed public hearing, along with exhibits and drawings and other materials have been considered in the review process.

NOW, THEREFORE, THE CITY COUNCIL OF MORGAN HILL DOES ORDAIN AS FOLLOWS:

SECTION 1. The proposed Zoning Amendment is consistent with the General Plan as required by Section 18.62.070 of the Municipal Code.

The project complies with the allowed density range for units on the site, with the affordable housing density bonus applied. The proposed project will be a workforce housing development for individuals and families making 30-60 percent of the area median income, providing necessary affordable housing within the City.

SECTION 2. The zone change is required in order to serve the public convenience, necessity and general welfare as provided in Section 18.62.070 of the Municipal Code.

The project is an affordable housing project that would provide variety and opportunity for those seeking housing in the current market.

SECTION 3. The proposed amendment does not grant a change in land use from commercial or industrial to a residential land use for property incorporated into the urban service boundary after December 7, 1990 unless it can be determined pursuant to the terms of Section 18.78.070 of the municipal code that the amount of undeveloped, residentially developable land on the same side of Monterey Road as the proposed amendment is insufficient to accommodate five years' worth of residential growth.

The project does not convert the land use from commercial/industrial to a residential land use.

SECTION 4. The City Council finds that the amended Planned Development (PD) Overlay District is consistent with the criteria specified in Chapter 18.30 of the Morgan Hill Municipal Code.

A. The development of the subject property, with the uses and in the manner proposed by the applicant, will not be detrimental to the public welfare, will be in the best interests of the city, and will be in keeping with the general intent and spirit of the zoning regulations of the city of Morgan Hill, with the Morgan Hill General Plan, and with any applicable plans adopted by the city.

The project is an affordable housing development which is entitled to three development concessions based on the proposed affordability levels of the project pursuant to Government Code Section 65915. The project has been designed to enhance the project frontage. As an affordable housing project, it can reasonably be expected that the residents may have a lower rate of personal vehicle ownership. The proximity of the site to local and regional transit also offers the opportunity to rely on public transportation. The project is transit-oriented by design. Pedestrian, bicycle and transit facilities are expected to adequately serve the proposed project.

B. That the plan for the proposed development presents a unified and organized arrangement of buildings and/or service facilities which are appropriate in relation to adjacent or nearby properties, and that adequate landscaping and/or screening is included if necessary to insure compatibility.

The project includes a single, three-story building with articulated elevations including a variety of building materials and fenestration placement. The parking for the project is located mostly behind the building. Landscaping provides a buffer between the building and the street. A lot has been provided at the site and will be shielded from Monterey Road.

C. Any exception from standard ordinance requirements is warranted by the provision of affordable housing, senior housing, overall quality of design and/or the incorporation of amenities within the general development plan, in accord with adopted policy of the Planning Commission and the City Council.

The project is an affordable housing development providing housing options for those with lower incomes. The project requests a density bonus and concessions to

development standards in accordance with state law.

SECTION 5. The City Council of the City of Morgan Hill finds, on the basis of the whole record before it, including the Addendum (and previously adopted Mitigated Negative Declaration (MND)), that there is no substantial evidence that the project will have a significant effect on the environment and that the MND and Addendum reflect the City Council's independent judgment and analysis. No new mitigation is necessary beyond what was originally identified for the project. The custodian of the documents or other material which constitute the record shall be the Development Services Department.

SECTION 6. On the basis that the proposed project is for affordable housing entitled to density bonuses and other incentives pursuant to State law for affordable housing projects, including Government Code Section 65915, the City Council hereby adopts the amendment to the Precise Development Plan, on file at the Development Services Department entitled "Crossing on Monterey" dated January 23, 2018, as prepared by WHA. The amendment includes a single, three-story multi-family building with 39 affordable housing units meeting specified affordability levels which entitles the project to a density bonus and three development concessions for the development of the project on the 1.62-acre site.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 21ST DAY OF FEBRUARY 2018, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE ____ DAY OF _____, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVED:

IRMA TORREZ, City Clerk

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 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 _____, 2018.

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

DATE: _____

 IRMA TORREZ, City Clerk

Date: _____

ORDINANCE NO. , NEW SERIES

AN ORDINANCE OF THE CITY OF MORGAN HILL APPROVING DEVELOPMENT AGREEMENT DA2017-0006: MONTEREY-UHC FOR A 39-UNIT AFFORDABLE RESIDENTIAL DEVELOPMENT ON A 1.62-ACRE SITE LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF MONTEREY ROAD AND BISCEGLIA AVENUE. (APN 817-36-032 AND 033)

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

SECTION 1. Through the Residential Development Control System (RDCS) process, the City Council adopted Resolution No. 15-050 on March 4, 2015, reaffirming the award of seven, Fiscal Year 2016-2017 residential allotments and on January 12, 2016, the Planning Commission adopted Resolution No. 16-02 awarding the project an additional 32, Fiscal Year 2017-2018 residential allotments for full project buildout.

SECTION 2. The City Council of the City of Morgan Hill enacted Ordinance number 1594, establishing a procedure for processing Development Agreements in Chapter 18.80 for projects receiving allotments through the RDCS, Chapter 18.78, of Title 18 of the Morgan Hill Municipal Code.

SECTION 3. Sections 65864 through 65869.5 of the California Government Code authorizes the City of Morgan Hill to enter into binding Development Agreements with persons having legal or equitable interests in real property for the development of such property.

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 hereby finds that the development proposal and Development Agreement approved by this Ordinance is consistent with the goals, objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plan.

SECTION 6. The City Council hereby finds that the affordable housing development project is a permitted use within the CC-R zoning district and is compatible with the surrounding residential and small business uses.

SECTION 7. The City Council has duly considered City mitigation programs in effect at the time of execution of the agreement and hereby finds that the project is subject to the payment of

applicable impact fees and community benefit commitments as part of the RDCS process.

SECTION 8. The City Council hereby finds that the project will be non-detrimental to the public health, safety and general welfare of persons residing or working in the neighborhood and to property and improvements in the neighborhood because project construction would adhere to state, local and federal laws. The project is residential housing that would include the normal daily operations of other residential sites.

SECTION 9. The City Council of the City of Morgan Hill finds, on the basis of the whole record before it, including the Addendum (and previously adopted Mitigated Negative Declaration (MND)), that there is no substantial evidence that the project will have a significant effect on the environment and that the MND and Addendum reflect the City Council's independent judgment and analysis. No new mitigation is necessary beyond what was originally identified for the project. The custodian of the documents or other material which constitute the record shall be the Development Services Department.

SECTION 10. Testimony received at a duly-noticed public hearing, along with exhibits and drawings and other materials have been considered in the review process.

SECTION 11. 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 12. 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 21st DAY OF FEBRUARY 2018, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE ____ DAY OF _____ 2018, 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

❧ 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 , 2018.

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

DATE: _____

IRMA TORREZ, City Clerk

Attachment: Development Agreement Ordinance [Revision 1] (1622 : Monterey-UHC Zoning Amendment/DA)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Morgan Hill
Development Services Department
17575
Morgan Hill, CA 95037

Peak

Avenue

RECORDING
PURSUANT
CODE SECTION 27383

FEES
TO

EXEMPT
GOVERNMENT

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MORGAN HILL

AND

UHC 00661 Morgan Hill, LP

REGARDING

THE CROSSINGS ON MONTEREY RESIDENTIAL DEVELOPMENT PROJECT

Attachment: Development Agreement Ordinance [Revision 1] (1622 : Monterey-UHC Zoning Amendment/DA)

RESIDENTIAL		DEVELOPMENT		AGREEMENT
BY		AND		BETWEEN
THE	CITY	OF	MORGAN	HILL
AND				
UHC	00661	Morgan	Hill,	LP
REGARDING				THE
CROSSING ON MONTEREY PROJECT				

This Development Agreement ("**Agreement**") is entered into on the below-stated "**Effective Date**" by and between the City of Morgan Hill, a California municipal corporation, (hereinafter "**City**"), and UHC 00661 Morgan Hill, LP, a limited partnership, and its successor and assigns (hereinafter, collectively, "**Developer**"), pursuant to Section 65864 *et seq.* of the Government Code of the State of California and City's police powers. City and Developer are, from time to time, also hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other considerations, the value and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 *et seq.* ("**Development Agreement Statute**"), which regulates development agreements with any person having a legal or equitable interest in real property providing for the development of that property and establishes certain development rights in the property. In accordance with the Development Agreement Statute, and by virtue of its police powers, City has the authority to enter into development agreements, and has reflected that authority in its Morgan Hill Municipal Code (Chapter 18.80 *et seq.*) ("**Enabling Ordinance**"). This Agreement has been drafted and processed pursuant to the Development Agreement Statute and the Enabling Ordinance.

B. Developer currently has a legal and/or equitable interest in the Property.

C. Developer proposes to plan, develop, construct, operate and maintain the Project on the Property (as such terms are defined herein).

D. As of the Effective Date, various land use regulations, allotments, entitlements, grants, permits and other approvals have been adopted, issued, and/or granted by City relating to the Project (collectively "**Existing Approvals**"), including without limitation, all of the following:

1. 39 building allotments (Seven (7) allotments for FY 2016-2017 and 32 allotments for FY2017-2018), and conditions attached to the award of such allotments including an exercise of allotment deadline of December 30, 2018;

2. Addendum to Church-Alcini Mixed-Use Development;

3. Zoning Amendment application ZA2017-0010;

The Existing Approvals are more particularly described in the resolutions adopting the Existing Approvals.

E. For the reasons recited herein, Developer and City have determined that the Project is the type of development for which this Agreement is appropriate. This Agreement will help to eliminate uncertainty in planning, provide for the orderly development of the Project consistent with the planning goals, policies, and other provisions of the City's General Plan and City's Municipal Code, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted.

F. On March 4, 2015, the Morgan Hill City Council reaffirmed the allotment award for the Project and on January 12, 2016, the Morgan Hill Planning Commission awarded an allotment for the Project as set forth in the Developer's application for residential allotments pursuant to Chapter 18.78 ("**Residential Development Control System**", or "**RDCS**") of the Morgan Hill Municipal Code ("**Code**"). This Agreement serves to secure in a permanent and enforceable manner the public benefits and commitments included in the Developer's application as required under Section 18.78.120.J of the Code.

G. On February 13, 2018, following a duly noticed and conducted public hearing, the Planning Commission of the City ("**Planning Commission**") considered the Development Agreement for recommendation to the City Council, and determined that the Development Agreement is consistent with the goals, objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plan; is compatible with the uses authorized in the zoning district in which the real property is located; duly considers City mitigation programs in effect at the time of execution of the agreement; will be non-detrimental to the public health, safety and general welfare of persons residing or working in the neighborhood and to property and improvements in the neighborhood; complies with the provisions of the California Environmental Quality Act and City's procedures adopted pursuant thereto; and will not adversely affect the orderly development of property or the preservation of property values.

ARTICLE 1

ADMINISTRATION

1.01 Effective Date. On February 21, 2018, following a duly noticed and conducted public hearing, the Morgan Hill City Council ("City Council") introduced Ordinance No. [REDACTED] ("Ordinance"), [accepting, rejecting or conditionally accepting] the recommendation of the Planning Commission, finding that its provisions are consistent with the General Plan [and any applicable specific plan], approving this Agreement, and directing this Agreement's execution by City. The City adopted the Ordinance on [REDACTED], 20 [REDACTED], and the Ordinance became effective thirty (30) days later. The "Effective Date" in this Agreement shall be the date that the Ordinance became effective.

1.02 Definitions.

(a) The following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section:

- (1) *"Allotments" shall mean those residential allotments awarded Developer through the Residential Development Control System*
- (2) *"Applicable Law" shall have that meaning set forth in Section 2.01(a) of this Agreement.*
- (3) *"Commitments" shall have that meaning set forth in Section 2.04(a) of this Agreement.*
- (4) *"Director" shall mean the Director of Community Development, and his or her designee.*
- (5) *"Existing Approvals" shall have that meaning set forth in paragraph D of the Recitals of this Agreement.*
- (6) *"Existing City Laws" shall mean all City ordinances, resolutions, rules, regulations, guidelines, motions, practices and official policies governing land use, zoning and development, RDCS, permitted uses, density and intensity of use, maximum height, bulk and size of proposed buildings, and other City land use regulations in force and effect on the Effective Date of this Agreement.*
- (7) *"Impact Fees" shall mean those fees imposed so that developments bear a proportionate share of the cost of public facilities and service improvements that are reasonably related to the impacts and burdens of the Project, adopted pursuant to Morgan Hill Municipal Code Chapter 3.56 and California Government Code Section 66001 et seq.*
- (8) *"Legal Effect" shall mean the ordinance, resolution, permit, license or other grant of approval that has been adopted by City and has not been overturned or otherwise rendered without legal and/or equitable force and effect by a court of competent jurisdiction, and all applicable administrative appeal periods and statutes of limitations have expired.*
- (9) *"New City Laws" shall mean any and all City ordinances, resolutions, orders, rules, official policies, standards, specifications and other regulations, whether adopted or enacted by City, its staff or its electorate (through their powers of initiative, referendum, recall or otherwise) that is not a Subsequent Approval, that takes "Legal Effect" after the Effective Date of this Agreement, and that applies City wide.*
- (10) *"Project" means the development containing residential uses, as more particularly described in the RDCS applications MC-14-17 Monterey-UHC and MC-15-14 Monterey-UHC. Any reference in this Agreement to the "Project" shall mean and include the "Property".*
- (11) *"Project Approvals" mean, collectively, the Project's Existing Approvals and the Subsequent Approvals.*
- (12) *"Property" shall mean that certain real property consisting of approximately 1.62 acres located within the City, as more particularly described and shown on Exhibit A to this Agreement.*
- (13) *"RDCS" means the Residential Development Control System set forth in Chapter 18.78 of the Morgan Hill Municipal Code.*

- (14) *"Second Notice" shall have that meaning set forth in Section 4.07(c) of this Agreement.*
- (15) *"Subdivision Document" means, pursuant to Government Code Section 66452.6(a) and this Agreement, any tentative map, vesting tentative map, parcel map, or final map, or any such new map or any amendment to any such map, or any resubdivision.*
- (16) *"Subsequent Approvals" and "Subsequent Approval" mean those City permits, entitlements, approvals or other grants of authority (and all text, terms and conditions of approval related thereto), that may be necessary or desirable for the development of the Project, that are sought by Developer, and that are granted by City after the City Council adopts the Ordinance, including without limitation, subdivision maps and building permits.*

(b) To the extent that any defined terms contained in this Agreement are not defined above, then such terms shall have the meaning otherwise ascribed to them elsewhere in this Agreement, or if not in this Agreement, by controlling law, including the Morgan Hill Municipal Code.

1.03 Term.

(a) The term ("**Term**") of this Agreement shall commence on the Effective Date, and then shall continue (unless this Agreement is otherwise terminated or modified as provided in this Agreement) until the earliest of (1) the loss of all residential allotments for the Project pursuant to the RDCS, if applicable, (2) the issuance of a certificate of occupancy for all units in the Project or (3) ten (10) years plus one day after the Effective Date; provided however that Developer's obligations pursuant to Sections 2.03 and 2.04 shall survive the termination of this Agreement until such obligations are fully performed and completed in accordance with this Agreement.

(b) If any "**Third-Party Challenge**" (as that term is defined in Section 4.06(a) of this Agreement) is filed, then the Term of this Agreement shall be tolled for the period or periods of time from the date of the filing of such litigation until the conclusion of such litigation by dismissal or entry of a final judgment ("**Litigation Tolling**"). Notwithstanding the foregoing, regardless of the number of Third-Party Challenges that may be filed during the Term of this Agreement, the sum total of such Litigation Tolling shall not exceed five (5) years. The filing of any Third-Party Challenge shall not delay or stop the development, processing or construction of the Project, or the approval or issuance of any Project Approvals, unless enjoined or otherwise controlled by a court of competent jurisdiction. The Parties shall not stipulate to the issuance of any such order unless mutually agreed to.

ARTICLE 2

APPLICABLE LAW

2.01 Applicable Law—Generally.

(a) As used in this Agreement, "**Applicable Law**" shall mean the rules, regulations, official policies, standards, and specifications applicable to the development of the Property listed below in this Section 2.01. The order of their importance is the order in which they are listed (with highest importance listed first, second most important listed second, etc.); in the event of a conflict between them, their order shall determine which one controls (the one listed higher controlling over the one listed lower):

- (1) *All the provisions, terms and conditions of this Agreement.*
- (2) *Existing Approvals.*
- (3) *The Subsequent Approvals, provided such Subsequent Approvals are:*
 - (i) In compliance with all controlling California law;
 - (ii) Mutually agreed to by the Parties;
 - (iii) In compliance with this Agreement; and
 - (iv) Duly enacted by City.
- (4) *The "Existing City Laws" that are not in conflict with this Agreement and the Project Approvals.*
- (5) *Any "New City Laws" Developer is subject to as provided in Section 2.09 of this Agreement.*

(b) The Parties shall cooperatively assemble all of the necessary documents to memorialize, to the best of their abilities, the Project Approvals, Existing City Laws, and the terms and conditions contained in this Agreement to assist Developer to maintain the documents assembled and to provide a continuing reference source for the approvals granted and the ordinances, policies and regulations in effect on the Effective Date of this Agreement.

2.02 Vested Right to Applicable Law.

(a) During the Term of this Agreement, Developer shall have the vested right to develop the Project subject only to, and in accordance with, the Applicable Law, and during the Term of this Agreement, City shall have the right to regulate the development and use of the Project subject only to, and in accordance with, the Applicable Law.

(b) Nothing contained herein will give Developer a vested right to obtain a sewer connection for said Project in the absence of sewer capacity available to the Project.

(c) Pursuant to this Agreement, the Applicable Law will be an expanding body of law, such as, for example, when Subsequent Approvals are granted by City, and/or when Developer becomes subject to a New City Law pursuant to this Agreement.

(d) The vested rights to develop the Project in accordance with Applicable Law and this Agreement shall be vested only to those residential units having an RDCS residential allotment. Nothing contained herein shall give Developer a vested right to develop the described Project absent valid RDCS residential allotments.

(e) Developer agrees that the terms and conditions of this Agreement and conditions of approval issued pursuant to this Agreement shall govern and dictate the vesting of the Developer's right to develop in lieu of any other instrument of vesting, including any vesting tentative map or any other agreement, instrument or document purporting to vest any right of development. Developer agrees to waive any vesting rights by operation of any otherwise applicable City, state or federal law.

2.03 Project Impacts and Costs.

(a) Agreement Subject to Project Mitigation Requirements. Notwithstanding any other express or implied term or condition of this Agreement (or the Approvals) to the contrary, throughout the Term of this Agreement, the full and complete mitigation of all environmental (including any mitigation measure adopted pursuant to CEQA), physical, fiscal and other impacts of the Project and the Property on the community and on the City of Morgan Hill and its services, facilities, operations and maintenance (collectively, "**Project Mitigation**") shall be borne by and shall be the sole and exclusive responsibility of the Developer. Such Project Mitigation may be conditions of any Applicable Law or Project Approval and may include a mix of different approaches, including without limitation, Developer construction of and/or financing of such services, facilities, operations and maintenance through the payment of impact fees or other fees, taxes, levies, assessments, or other financing mechanisms including without limitation, reimbursement agreements, Landscaping and Lighting Districts, Mello-Roos Districts, Community Facilities Districts, Assessment Districts, Tax-Exempt and Taxable Financing Mechanisms, Maintenance Districts, Homeowners Associations, and participation in the Statewide Communities Infrastructure Program (collectively, "**Financing Mechanisms**"). The necessary scope and extent of such Project Mitigation, and which combination of Financing Mechanisms should be employed relating to such Project Mitigation to assure success of the Project Mitigation, shall be determined by City, in its sole and exclusive discretion, pursuant to appropriate City ordinance, resolution, regulations or procedures, taking into account and guided by the pre-existing rights of others in the existing and future public services and facilities (including their operations and maintenance) that Developer may seek to use. If no Financing Mechanism is available to fund the Project Mitigation, then the Project shall not progress forward.

(b) Impact Fees. In addition to any agreed-upon Project-specific requirements as set forth in Section 2.04 and as part of the Developer's sole and exclusive obligation to cover Project Mitigation, Developer shall pay all Impact Fees and in the amounts in legal effect at the time any such Impact Fees become due and payable as provided for in the City's Municipal Code.

(c) Processing Fees. In addition to any agreed-upon Project-specific requirements as set forth in Section 2.04, the Project (including Developer as owner of same) shall be responsible for the costs to City of processing any and all Developer-requested land use approvals, including without limitation, building permits, plan checks, and environmental studies required pursuant to CEQA and other similar requests for City permits and entitlements, when such costs are incurred by City. City shall impose those funding requirements needed to ensure that the processing costs to the City are fully covered by the Developer. Further, if additional, accelerated, or more frequent inspections are requested by Developer of City than would otherwise take place in City's ordinary course of business, then City may either hire additional contract inspectors, plan checkers, engineers or planners, or City may hire a full or part time employee. If City hires additional contractors, then Developer shall reimburse City, on a monthly basis in arrears, the cost to City of hiring such additional contract inspectors, plus Developer shall pay to City an additional ten percent (10%) of such cost to City on the same payment schedule. City shall use such additional 10% to defray administrative costs. If City hires a full or part time employee, then Developer shall reimburse City, on a monthly basis, in arrears, for a pro rata share of the total cost to the City of such employee, plus ten percent (10%) for administrative costs, for the period from hire to the end of the Term of this Agreement.

2.04 RDCS and Other Specific Project-Specific Requirements.

(a) The Specific Restrictions and Requirements set forth in Exhibit C are public benefit commitments (“**Commitments**”) voluntarily assumed by Developer in return for benefits derived from the City's RDCS allotment approval program. These requirements are not Project Mitigation within the meaning of Section 2.03 of this Agreement. Developer hereby agrees that these requirements are not subject to credit, refund or reimbursement or prohibition pursuant to otherwise applicable City, state or federal law and hereby waives any such right to credit, refund, reimbursement or prohibition. These Commitments are voluntarily assumed by Developer in return for benefits derived from the RDCS. Pursuant to the RDCS, awarding of residential allotments to new development is a competitive process based on a point system. Additional points can be awarded to a development proposal that voluntarily commits towards providing a public benefit contribution in addition to those already required to mitigate its impacts. The Commitments result in additional points, thereby allowing the development proposal to secure a higher score pursuant to the RDCS, which in turn may provide a high enough score for the development proposal to secure residential allotments. The Commitments set forth in Exhibit C, derived from that RDCS process, are enforced through this Agreement.

(b) Substitution of Commitments may be allowed in limited circumstances, as provided in the adopted Planning Commission Policy entitled “Changes to Approved Residential Development Control System Projects”, and Section IV. F and Table 1: “Criteria Advancing Objectives” of the RDCS Competition Manual. If the Substitution may be approved by the Director of Community Development, the Substitution shall be documented through an Administrative Amendment as provided in Section 3.05 of this Agreement. In circumstances in which Substitution within the same category is not possible, Substitution may be allowed only by resolution of the Planning Commission. No changes which would degrade the quality of the project, lower the value of commitments or lower the total point score in the RDCS evaluation, or would subject the Project to further environmental review under CEQA, shall be approved.

(c) The Developer’s RDCS application – MC-14-17 (March 4, 2015) and MC-15-14 (January 12, 2016) and approval actions (as reflected in the official records, including agendas and minutes of the City Planning Commission and City Council) shall be incorporated into this Agreement by this reference.

2.05 Construction Codes.

With respect to the development of any or all of the Project or the Property, Developer shall be subject to the California Building Code and all those other State-adopted construction, fire and other codes applicable to improvements, structures, and development, and the applicable version or revision of said codes by local City action (collectively referred to as “**Construction Codes**”) in place at that time that a plan check application for a building, grading or other permit subject to such Construction Codes is submitted to City for approval, provided that such Construction Codes have been adopted by City and are in effect on a City-wide basis.

2.06 Timing of Development.

(a) Securing Building Permits and Beginning Construction. Developer is required to obtain any approvals or permits for the development of the Project in accordance with this Agreement, the Applicable Law, and the Project Approvals. However, any Subsequent Approval initiated by Property

Owner which substantially changes the permitted uses or substantially increases the height, and density or floor area allowed under the Project Approvals, shall be subject to the rules, regulations, ordinances and official policies of the City then in effect. Developer agrees to secure building permits and to begin construction of the Project in accordance with the time requirements set forth in the Construction Codes and the RDCS, if applicable. In the event Developer fails to comply with the above permit issuance and beginning construction dates, and satisfactory progress towards completion of the project in accordance with the Construction Codes, Project Approvals, and RDCS, Developer shall be in default of this Agreement, and must cure said default as provided in section 4.01 of this Agreement.

(b) Progress Reports Until Construction of Project is Complete. Developer shall make reports regarding the progress of construction in such detail and at such time as the Community Development Director of the City of Morgan Hill reasonably requests.

(c) City of Morgan Hill to Receive Construction Contract Documents. If the City reasonably requests copies of construction, off-site and landscaping contracts or documents, Developer agrees to furnish such documents to the City.

(d) Certificate of Completion. Within thirty (30) days after completion to the City's satisfaction of 100% of the total number of units in the Project, the City shall provide Developers with an instrument in recordable form certifying completion of the entire project.

2.07 Improvements.

In any instance where Developer is required to install improvements (including those set forth in Exhibit C), Developer shall obtain City approval of the plans and specifications and the timing and manner of the installation of improvements, and provided Developer has supplied all information required by City, City shall review and act on the application for such approval with good faith and in a reasonable manner. Where the actual cost of any improvement exceeds Developer's estimated cost or commitment, Developer shall be solely responsible for all improvement costs in excess of those approved by City unless otherwise provided for in a reimbursement agreement.

2.08 Overcapacity, Oversizing.

(a) City may require Developer to construct on-site and off-site improvements in a manner that provides for oversizing or overcapacity so that the constructed improvement will serve other development or residents or facilities and services outside of the Project ("**Oversizing**"). Such Oversizing shall be reasonable in scope. The Parties recognize that the City shall not require any Oversizing from Developer except in connection with the Project Approvals and in accordance with provisions of the Subdivision Map Act and Applicable Law.

(b) Unless no credit or reimbursement is owed to Developer pursuant to Section 2.04 of this Agreement, Developer's right to receive credits and reimbursements for Oversizing or excessive payment or performance shall be determined and processed pursuant to the City's Municipal Code and controlling practices (relative to credits and reimbursements) on the Effective Date.

2.09 New City Laws.

(a) City may apply any New City Law to the Project that is not in conflict with this Agreement and the Applicable Law it describes. City shall not apply any New City Law to the Project that is in conflict with this Agreement and the Applicable Law it describes, nor otherwise reduces the development rights or assurances provided by this Agreement. City shall not apply to the Project nor Property any no-growth or slow-growth ordinance, measure, policy, regulation or development moratorium either adopted by City or by a vote of the electorate and whether or not by urgency ordinance, interim ordinance, initiative, referendum or any other change in the laws of the City by any method or name which would alter the Applicable Law that may stop, delay, or effect the rate, timing or sequence of development.

(b) Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, a New City Law shall be deemed to be in conflict with this Agreement or the Applicable Law or to reduce the development rights provided hereby if the application to the Project would accomplish any of the following results, either by specific reference to the Project or as part of a general enactment which affects or applies to the Project:

(1) Change any land use designation or permitted use of the Property allowed by the Applicable Law or limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the total number of residential dwelling units, square footage, floor area ratio, height of buildings, or number of proposed non-residential buildings, or other improvements;

(2) Limit or control the availability of public utilities, services, or facilities otherwise allowed by the Applicable Law;

(3) Limit or control the rate, timing, phasing or sequencing of the approval, development, or construction of all or any part of the Project in any manner, or take any action or refrain from taking any action that results in Developer having to substantially delay construction of the Project or require the acquisition of additional permits or approvals by the City other than those required by the Applicable Law;

(4) Limit or control the location of buildings, structures, grading, or other improvements of the Project in a manner that is inconsistent with or more restrictive than the limitations in the Existing Approvals.

(c) If City determines that it has the right pursuant to this Agreement to impose and apply a New City Law on the Property and Project, it shall send written notice to Developer of that City determination ("**Notice of New City Law**"). Upon receipt of the Notice of New City Law, if Developer believes that such New City Law is in conflict with this Agreement, Developer may send written notice to the City of the alleged conflict within thirty (30) days of receipt of City's Notice of New Law ("**Objection to New City Law**"). Developer's Objection to New City Law shall set forth the factual and legal reasons why Developer believes City cannot apply the New City Law to the Property/Project. City shall respond to Developer's Objection to New City Law ("**City Response**") within thirty (30) days of receipt of said Developer Objection to New City Law. The City Response shall set forth the factual and legal reasons why City believes it can apply the New City Law to the Project. Thereafter, the Parties shall meet and confer within thirty (30) days of the date of Developer's receipt of the City Response (the "**Meet and Confer Period**") with the objective of attempting to arrive at a mutually acceptable solution to this

disagreement. Within fifteen (15) days of the conclusion of the Meet and Confer Period, City shall make its determination, and shall send written notice to Developer of that City determination. If City determines to "impose/apply" the New City Law to the Project, then Developer shall have a period of ninety (90) days from the date of receipt of such City determination within which to file legal action challenging such City action. In other words, a 90-day statute of limitations regarding Developer's right to judicial review of the New City Law shall commence upon Developer's receipt of City's determination following the conclusion of the Meet and Confer Period. If upon conclusion of judicial review of the New City Law (at the highest judicial level sought and granted), the reviewing court determines that Developer is not subject to the New City Law, such New City Law shall cease to be a part of the Applicable Law, and City shall return Developer to the position Developer was in prior to City's application of such New City Law (*e.g.*, City return fees, return dedications, etc.). The above-described procedure shall not be construed to interfere with City's right to adopt or apply the New City Law with regard to all other areas of City (excluding the Project).

(d) Developer in its sole and absolute discretion may elect to have applied to the Project a New City Law that is not otherwise a part of the Applicable Law, subject to the limitations set forth in this subdivision (d). In the event Developer so elects to be subject to a New City Law that is not otherwise a part of the Applicable Law, Developer shall provide notice to City of that election and thereafter such New City Law shall be part of the Applicable Law. In no event shall any New City Law become part of the Applicable Law if it would relieve Developer from, or impede Developer's compliance with, Developer's obligations pursuant to this Agreement, including without limitation Developer's obligations of full "Project Mitigation" pursuant to Section 2.03 or the "RDCS and Other Project Specific Requirement" pursuant to Section 2.04. Further, for the purposes of this Agreement, the "New City Laws" Developer may elect to be subject to pursuant to this Section shall not mean nor include any or all individual development agreements with other developers (including without limitation such development agreements' term and conditions, exhibits, etc.) executed before or after the Effective Date of this Agreement.

(e) City shall not be precluded from adopting and applying New City Laws to the Project to the extent that such New City Laws are specifically required to be applied by State or Federal laws or regulations, and implemented through the Federal, State, regional and/or local level ("**Mandated New City Laws**"), including without limitation those provisions in the Development Agreement Statute, or that such New City Laws are necessitated by or arise from a declaration of City, local, state or federal declaration of a state of emergency.

(f) In the event that an administrative challenge and/or legal challenge (as appropriate) to a Mandated New City Laws preventing compliance with this Agreement is brought and is successful in having the Mandated New City Law determined to not apply to this Agreement, this Agreement shall remain unmodified and in full force and effect.

ARTICLE 3

PROCESSING

3.01 Processing.

(a) This Agreement does not provide Developer with any right to the approval of Subsequent Approvals nor to develop or construct the Project beyond that which is authorized in the Existing Approvals. This Agreement simply provides a process by which such Subsequent Approvals may be processed by Developer, and later added to this Agreement, if and only if such Subsequent Approvals are compliant with all controlling California law (including Planning and Zoning Law and CEQA), and are adopted/approved by City, which shall retain all lawful discretion in this regard. The public review process is ongoing, and following the City's adoption of this Agreement, that public review process shall continue. Nothing in this Agreement shall be construed to limit the authority or obligation of City to hold necessary public hearings, or to limit the discretion of City or any of its officers or officials with regard to the Project Approvals that legally require the exercise of discretion by City. City's discretion as to the granting of Subsequent Approvals shall be the discretion afforded by the Applicable Law. The Parties agree that this Agreement does not modify, alter or change the City's obligations pursuant to CEQA and acknowledge that Subsequent Approvals may require additional environmental review pursuant to CEQA.

(b) Upon submission by Developer of any and all necessary and required applications for Subsequent Approvals and payment of any and all appropriate processing and other fees as provided in this Agreement, City shall use its best efforts to promptly commence and diligently complete all steps necessary to acting on the requested Subsequent Approvals, including, but not limited to, (i) the holding of any and all required public hearings and notice for such public hearings, and (ii) the granting of the requested approval to the extent that it is consistent with Applicable Law.

3.02 Significant Actions by Third Parties Necessary to Implement the Existing Approvals.

(a) At Developer's sole discretion, Developer shall apply for such other permits, grants of authority, agreements, and other approvals from other private and/or public and quasi-public agencies, organizations, associations or other entities ("**Other Entity**") as may be necessary to the development of, or the provision of services and facilities to, the Project ("**Other Permits**").

(b) City shall cooperate with Developer in its endeavors to obtain any Other Permits and shall, from time to time, at the request of Developer, join with Developer in the execution of such permit applications and agreements as may be required to be entered into with any such other agency.

(c) In the event that any such Other Permit is not obtained from an Other Entity within the time permitted by law for such other entity to act and such circumstance materially deprives Developer of the ability to proceed with development of the Project or any portion thereof, or materially deprives City of a bargained-for public benefit of this Agreement, then, in such case, and at the election of either party, Developer and City shall meet and confer with the objective of attempting to mutually agree on solutions that may include alternatives, Subsequent Approvals, or an amendment(s) to this Agreement to allow the development of the Project to proceed with each Party substantially realizing its bargained-for benefit therefrom.

3.03 Establishment and Extension of Residential Development Control System Building Allotments.

Allotments shall be exercised pursuant to Section 18.78.160 of the Morgan Hill Municipal Code

and Section IV.J of the RDCS Competition Manual. The City may approve an extension to the date by which an allotment must be exercised only as allowed by Section 18.78.170 of the City of Morgan Hill Municipal Code and Section IV.L of the RDCS Competition Manual. Extensions shall be processed by Planning Commission resolution as provided in Section IV.H of the RDCS Competition Manual.

3.04 Amendments.

This Agreement may be amended from time to time by mutual consent in writing of the Parties to this Agreement in accordance with Government Code Section 65868. Any request by Developer for an amendment or modification to this Agreement or a Project Approval shall be subject to the applicable substantive and procedural provisions of the City's General Plan, zoning, subdivision, and other applicable land use ordinances and regulations (i.e., City review and approval) in effect when such an amendment or modification request is approved.

No amendment to this Development Agreement shall be necessary to extend the RDCS exercise of allotment date as provided in Section 3.03, nor to substitute an RDCS Commitment as provided in Section 2.04(b) of this Agreement.

3.05 Administrative Amendment

Upon the written request of, and payment of the established fee by, Developer, Substitution of Commitments within the same criteria category may be processed administratively by the Director. Any Administrative Amendment must be made in writing signed by the Director, and approved by the City Attorney, and by the Developer.

ARTICLE 4

DEFAULT, VALIDITY PROVISIONS, ASSIGNMENT

4.01 Defaults.

(a) Any failure by City or Developer to perform any material term or provision of this Agreement, which failure continues uncured for a period of sixty (60) days (or 150 days for a Mortgagee (as that term is defined in Section 4.10(a)) following written notice of such failure from the other Party (unless such period is extended by written mutual consent) ("**Notice of Default**"), shall constitute a default pursuant to this Agreement ("**Default**"). Any Notice of Default shall specify the nature of the alleged failure and, where appropriate, the manner in which such alleged failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 60-day period (or 150 days for a Mortgagee), then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 60-day period (or 150 days for a Mortgagee). If the alleged failure is cured, then no Default shall exist and the noticing Party shall take no further action. If the alleged failure is not cured, then a Default shall exist pursuant to this Agreement and the non-defaulting Party may exercise any of the remedies available pursuant to this Article.

(b) No failure or delay in giving notice of default shall constitute a waiver of default; provided, however, that the provision of written notice and opportunity to cure shall nevertheless be a

prerequisite to the enforcement or correction of any default. Waiver of a breach or default pursuant to this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

4.02 Actions During Cure Period.

(a) During any cure period and during any period prior to any delivery of notice of failure or default, the Party charged shall not be considered in default for purposes of this Agreement. If there is a dispute regarding the existence of a default, the Parties shall otherwise continue to perform their obligations hereunder to the maximum extent practicable in light of the disputed matter and pending its resolution, or formal termination of the Agreement, as provided herein.

(b) City will continue to process in good faith development applications during any cure period, but need not approve any such application if it relates to an alleged default of Developer hereunder.

4.03 Resolution of Disputes.

(a) In the event either Party is in default pursuant to the terms of this Agreement, the other Party may elect, in its sole and absolute discretion, to pursue any of the following courses of action: (i) waive such default; (ii) pursue administrative remedies as provided herein; (iii) pursue judicial remedies as provided for herein; and/or (iv) terminate this Agreement.

(b) Except as otherwise specifically stated in this Agreement, either Party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default by another Party to this Agreement, to enforce any covenant or agreement herein, to enjoin any threatened or attempted violation hereunder, or to seek specific performance. It is expressly understood and agreed that the sole legal remedy available to Developer for a breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance, and/or other injunctive or declaratory relief to enforce the provisions of this Agreement, and that Developer shall not be entitled to bring an action for damages including, but not limited to, lost profits, consequential damages or other economic damages. For purposes of instituting a legal action pursuant to this Agreement, any City Council determination pursuant to this Agreement shall be deemed a final agency action.

(c) If any dispute arises between or among the Parties as to interpretation or application of any of the terms of this Agreement, the Parties shall attempt to resolve the dispute in accordance with this Agreement prior to third party mediation, arbitration, or formal court action. As to any such dispute, the Parties shall first meet and confer in good faith to resolve the matter between themselves. Each Party shall make all reasonable efforts to provide to the other Party or Parties all information relevant to the dispute, to the end that all Parties will have appropriate and adequate information to resolve the dispute. Should the Parties not resolve the dispute informally, the Parties agree to meet and confer in an effort to agree on utilizing Judicial Arbitration Mediation Services ("JAMS") for Alternative Dispute Resolution ("ADR"). However, no party shall be required to use JAMS or ADR.

4.04 Periodic Review.

(a) The City shall review this Agreement at least once annually to assure compliance with the RDCS, at which time the Developer is required to demonstrate good faith compliance with the terms of this Agreement.

(b) If, as a result of such annual review, the City finds and determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms or conditions of this Agreement, the City may rescind all or part of the allotments awarded pursuant to the RDCS, in addition to all other legally available remedies.

4.05 Force Majeure Delay, Extension of Times of Performance.

(a) Performance by any Party hereunder shall be excused, waived or deemed not to be in default where delays or defaults are due to acts beyond a Party's control such as war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, unexpected acts of governmental entities other than City, including revisions to capacity ratings of the wastewater plant by the Regional Water Quality Control Board, the State Water Resources Board, enactment of conflicting State or Federal laws or regulations, or litigation (including without limitation litigation contesting the validity, or seeking the enforcement or clarification of this Agreement whether instituted by the Developer, City, or any other person or entity) (each a "**Force Majeure Event**").

(b) Any Party claiming a delay as a result of a Force Majeure Event shall provide the other Party with written notice of such delay and an estimated length of delay. Upon the other Party's receipt of such notice, an extension of time shall be granted in writing for the period of the Force Majeure Event, or longer as may be mutually agreed upon by the Parties, unless the other Party objects in writing within ten (10) days after receiving the notice. In the event of such objection, the Parties shall meet and confer within thirty (30) days after the date of objection to arrive at a mutually acceptable solution to the disagreement regarding the delay. If no mutually acceptable solution is reached, any Party may take action as permitted in this Agreement.

4.06 Third Party Legal Actions.

(a) In the event of any administrative, legal or equitable action or other proceeding instituted by any person, entity or organization (that is not a Party to this Agreement) challenging the validity of this Agreement, any Project Approvals, or the sufficiency of any environmental review pursuant to CEQA ("**Third-Party Challenge**"), the Parties shall cooperate with each other in good faith in the defense of any such challenge.

(b) City shall have the option to defend such Third-Party Challenge or to tender the complete defense of such Third-Party Challenge to the Developer ("**Tender**"). If City chooses to defend the Third-Party Challenge or Developer refuses City's Tender, City shall control all aspects of the defense and Developer shall pay City's attorneys' fees and costs (including related court costs).

(c) If Developer accepts City's Tender, Developer shall control all aspects of the defense and shall pay its own attorneys' fees and costs (including related court costs), and shall indemnify and hold harmless City against any and all third-party fees and costs arising out of such Third-Party Challenge. If

City wishes to assist Developer when Developer has accepted the Tender, Developer shall accept that assistance and City shall pay City's own attorneys' fees and costs (including related court costs) ("**City Costs**"), and Developer shall pay its own attorneys' fees and costs (including related court costs), and shall indemnify and hold harmless City against any and all third-party fees and costs arising out of such Third Party Challenge (such third party fees and costs shall not include City Costs).

(d) If any part of this Agreement or any Project Approval is held by a court of competent jurisdiction to be invalid, the City shall: (1) use its best efforts to sustain and/or re-enact that part of this Agreement and/or Project Approval; and (2) take all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Agreement, and then adopting or re-enacting such part of this Agreement and/or Project Approval as necessary or desirable to permit execution of this Agreement and/or Project Approval.

4.07 Estoppel Certificate.

(a) Any Party may, at any time, and from time to time, deliver written notice to any other Party, and/or to the Developer's lender, requesting such Party to certify in writing that, to the knowledge of the certifying Party:

(1) This Agreement has not been amended or modified either orally or in writing or if so amended, identifying the amendments.

(2) The Agreement is in effect and the requesting Party is not known to be in default of the performance of its obligations pursuant to this Agreement, or if in default, to describe therein the nature and amount of any such defaults.

(b) This written certification shall be known as an "**Estoppel Certificate.**" A Party receiving a request hereunder shall execute and return such Estoppel Certificate within ten (10) days following the receipt of the request, unless the Party, in order to determine the appropriateness of the Estoppel Certificate, promptly commences and proceeds to conclude an Annual Review. The Parties acknowledge that an Estoppel Certificate may be relied upon by Assignees and other persons having an interest in the Project, including holders of mortgages and deeds of trust. The City Manager shall be authorized to execute an Estoppel Certificate for City.

(c) If a Party fails to deliver an Estoppel Certificate within the ten (10) day period, as provided for in Section 4.07(b) above, the Party requesting the Estoppel Certificate may deliver a second notice (the "**Second Notice**") to the other Party stating that the failure to deliver the Estoppel Certificate within ten (10) working days following the receipt of the Second Notice shall constitute conclusive evidence that this Agreement is without modification and there are no unexcused defaults in the performance of the requesting Party. Failure to deliver the requested Estoppel Certificate within the ten (10) working day period shall then constitute conclusive evidence that this Agreement is in full force and effect without modification and there are no unexcused defaults in the performance of the requesting Party.

4.08 Assignment/Covenants Run with the Land.

(a) Right to Assign. Developer shall have the right to sell, assign, or transfer this Agreement with all its rights, title and interests therein to any person, firm or corporation acquiring an

interest in the Project or Property (or portion thereof associated with the Project) at any time during the term of this Agreement ("**Assignee**"). Developer shall provide City with written notice of any assignment or transfer of all or a portion of the Property no later than thirty (30) days prior to such action, which notice shall include specific portions of the Project or Property to be assigned and the proposed form of assignment. Any proposed assignment shall be subject to the express written consent of City, which consent shall not be unreasonably withheld, delayed or conditioned. City's approval of a proposed assignment or transfer shall be based upon the proposed assignee's reputation, experience, financial resources and access to credit and capability to successfully carry out the development of the Property to completion. The written assignment, assumption or release of rights or obligations with respect to a portion of the Project or of the Property shall specify the portion of the Project or Property and the rights assigned and obligations assumed, and shall be approved by the City Attorney. The express written assumption by an Assignee of the obligations and other terms and conditions of this Agreement with respect to the Property or such portion thereof sold, assigned or transferred shall relieve Developer of such obligations so assumed. Any such assumption of Developer's obligations pursuant to this Agreement shall be deemed to be to the satisfaction of the City Attorney if executed in the form as may be approved by the City Attorney.

(b) Release Upon Assignment. Upon assignment, in whole or in part, and the express written assumption by the Assignee of such assignment, of Developer's rights and interests pursuant to this Agreement, Developer shall be released from its obligations with respect to the Property/Project (or any portion thereof), and any lot, parcel, or portion thereof so assigned to the extent arising subsequent to the effective date of such assignment. A default by any Assignee shall only affect that portion of the Property/Project owned by such Assignee and shall not cancel or diminish in any way Developer's rights or obligations hereunder with respect to the assigned portion of the Property/Project not owned by such Assignee. The Assignee shall be responsible for the reporting and annual review requirements relating to the portion of the Property/Project owned by such Assignee, and any amendment to this Agreement between City and Assignee shall only affect the portion of the Property/Project owned by such Assignee.

(c) Covenants Run with the Land. This Agreement and all of its provisions, agreements, rights, powers, standards, terms, covenants and obligations shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons or entities acquiring the Project and/or Property, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, but not limited to Civil Code Section 1468. This Agreement shall not be binding upon any consumer, purchaser, transferee, devisee, assignee, or any other successor of Developer acquiring a completed residential unit comprising all or part of the Project ("**Consumer**") unless such Consumer is specifically bound by a provision of this Agreement or by a separate instrument or Agreement.

4.09 Encumbrances on the Property.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole and absolute discretion, from encumbering the Property, or any portion thereof or any improvements thereon with any Mortgage securing financing with respect to the construction, development, use or operation of the Project. Mortgagee may require certain modifications to this Agreement, and City shall negotiate in good faith any such request for modification or subordination.

4.10 Obligations and Rights of Mortgage Lenders.

(a) The holder of any mortgage, deed of trust or other security arrangement with respect to the Property, or any portion thereof ("**Mortgagee**"), shall not be obligated pursuant to this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement that pertain to the Property or such portion thereof in which it holds an interest.

(b) Each Mortgagee shall be entitled to receive written notice from City of results of the annual review to be done pursuant to Section 4.04 and any default by Developer pursuant to this Agreement, provided such Mortgagee has informed City of its address for notices. Each Mortgagee shall have a further right, but not an obligation, to cure such default in accordance with the default and default cure provisions in Sections 4.01, 4.02, and 4.03 of this Agreement. In the event Developer (or any permitted Assignee) becomes subject to an order for relief pursuant to any chapter of Title 11 of the United States Code (the "**Bankruptcy Code**"), the cure periods provided for a Mortgagee in Section 4.01(a) of this Agreement shall be tolled for so long as the automatic stay of Section 362 of the Bankruptcy Code remains in effect as to Developer (or any permitted Assignee); provided, however, if City obtains relief from the automatic stay pursuant to Bankruptcy Code Section 362 to declare any default by or exercise any remedies against Developer (or any permitted Assignee), the tolling of any Mortgagee's cure period shall automatically terminate on the earlier of: (i) the date that is sixty days after entry of the order granting City relief from the automatic stay, or (ii) the date of the entry of an order granting Mortgagee relief from the automatic stay. Each Mortgagee shall be entitled to receive written notice from City of the filing of any motion by City in which City seeks relief from the automatic stay of Section 362 of the Bankruptcy Code to declare any default by or exercise any remedies against Developer (or any permitted Assignee).

(c) Any Mortgagee who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Property, or such portion thereof, subject to any pro rata claims for payments or charges against the Property, or such portion thereof, that have accrued prior to the time such holder comes into possession. In addition, any Mortgagee who comes into possession of the Property or any portion thereof, pursuant to a foreclosure of mortgage or deed of trust, or deed in lieu of such foreclosure, shall, subject to Section 4.10(a) above, be a permitted Assignee and, as such, shall succeed to all the rights, benefits and obligations of Developer pursuant to this Agreement.

(d) Nothing in this Agreement shall be deemed to be construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereof, other than those uses and improvements provided for or authorized by this Agreement, subject to all of the terms and conditions of this Agreement.

4.11 Termination.

This Agreement shall terminate upon the expiration of the Term, as set forth in Section 1.03(a), or at such other time as this Agreement is terminated in accordance with the terms hereof, whichever occurs first. Upon termination of this Agreement, the City shall record a notice of such termination, in a form satisfactory to the City Attorney that the Agreement has been terminated.

ARTICLE 5

GENERAL PROVISIONS

5.01 Miscellaneous.

(a) Preamble, Recitals, Exhibits. References herein to "this Agreement" shall include the Preamble, Recitals and all of the exhibits of this Agreement.

(b) Requirements of Development Agreement Statute. The permitted uses of the Property; density and/or intensity of use of the Property; the maximum height and size of proposed buildings and other structures; provisions for reservation or dedication of land for public purposes; location of public improvements; and other terms and conditions applicable to the Project shall be those set forth in the Applicable Law.

(c) Governing Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California and legal actions commenced pursuant to or pursuant to this Agreement shall be brought in Santa Clara Superior Court. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court.

(d) Project as a Private Undertaking. No partnership, joint venture, or other association of any kind between Developer, on the one hand, and City on the other hand, is formed by this Agreement. The development of the Property is a separately undertaken private development. The only relationship between City and Developer is that of a governmental entity regulating the development of private Property and the owners of such private Property.

(e) Indemnification. Developer shall hold City, its elective and appointive boards, commissions, officers, agents, and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's contractors, subcontractors', agents' or employees' operations on the Project, whether such operations be by Developer or by any Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Developer or any of Developer's contractors or subcontractors. Developer shall indemnify and defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations and Developer shall pay all reasonable attorney's fees and costs that the City may incur. City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless requirement of Developer because of the acceptance of improvements by City, or the deposit of security with City by Developer. The aforesaid hold-harmless requirement of Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this subsection, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the subdivision. Notwithstanding anything herein to the contrary, Developer's indemnification of City shall not apply to the extent that such action, proceedings, demands, claims, damages, injuries or liability is based upon the active negligence of the City.

(f) Insurance. Developer shall, during the life of this Agreement take out and maintain insurance coverage with an insurance carrier authorized to transact business in the State of California as will protect the Developer or any Contractor or any Subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, from claims for damages because of bodily injury, sickness, disease, or death of their employees or any person other than their employees, or for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The minimum limits of liability for such insurance coverage which shall include comprehensive general and automobile liability, including contractual liability assumed pursuant to this Agreement, shall be as follows:

Limit of Liability for Injury or Accidental Death:

Per Occurrence \$1,000,000

Limit of Liability for Property Damage:

Aggregate Liability for Loss \$1,000,000

Such liability insurance policies shall name the City as an additional insured, by separate endorsement, and shall agree to defend and indemnify the City against loss arising from operations performed pursuant to this agreement and before permitting any Contractor or Subcontractors to perform work pursuant to this agreement, the Developer shall require Contractor or Subcontractors to furnish satisfactory proof that insurance has been taken out and is maintained similar to that provided by the Developer as it may be applied to the Contractor's or Subcontractor's work.

(g) Interpretation/Construction. This Agreement has been reviewed and revised by legal counsel for both Developer and City, and any rule or presumption that ambiguities shall be construed against the drafting Party shall not apply to the interpretation or enforcement of this Agreement. The standard of review of the validity and meaning of this Agreement shall be that accorded legislative acts of City. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and neuter and vice versa.

(h) Notices.

(1) All notices, demands, or other communications that this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed, via first class mail, to the respective Party at the below listed address. Notice shall be deemed effective and received five days after the date of mailing or upon personal delivery.

<u>If to City:</u>	City	Peak	Clerk
	17575		Avenue
	Morgan	Hill,	95037
	Tel:	(408)	779-7259
	Fax: (408) 779-3117		
<u>With a Copy To:</u>	City	Peak	Attorney
	17575		Avenue
	Morgan	Hill,	95037
		CA	

Tel: (408) 779-7271
 Fax: (408) 779-1592

If to Developer: Dave Bigley
 UHC 00661, LP
 2000 E. Fourth Street #205
 Tel: (714) 835-3955
 Fax: (714) 835-3275

With a Copy To:

(2) Any Party may change the address stated herein by giving notice in writing to the other Parties, and thereafter notices shall be addressed and transmitted to the new address. Any notice given to the Developer as required by this Agreement shall also be given to any lender which requests that such notice be provided. Any lender requesting receipt of such notice shall furnish in writing its address to the Parties to this Agreement.

(i) Recordation. The Clerk of the City shall record, within ten (10) days after the Effective Date, a copy of this Agreement in the Official Records of the Recorder's Office of Santa Clara County. Developer shall be responsible for all recordation fees, if any.

(j) Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect.

(k) Jurisdiction. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed pursuant to the laws of the State of California.

(l) Entire Agreement. This Agreement, including these pages and all the exhibits (set forth below) inclusive, and all documents incorporated by reference herein, constitute the entire understanding and agreement of the Parties.

(m) Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and City. This Agreement may be executed in multiple originals, each of which is deemed to be an original.

(n) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

(o) Exhibits. The following exhibits are attached to this Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

Exhibit A Legal Description of Lot on Which Project is to be Located.

Exhibit B Description of Project.

Exhibit C RDCS Specific Restrictions and Requirements.

Attachment: Development Agreement Ordinance [Revision 1] (1622 : Monterey-UHC Zoning Amendment/DA)

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the date first hereinabove written.

CITY OF MORGAN HILL:

DEVELOPER:

s/_____

s/_____

Christina J. Turner
City Manager

Name/Title [print]

Date: _____

*Corporate entities must provide a
second signature:*

s/_____

Attest:

s/_____

Name/Title [print]

Date: _____

Deputy City Clerk

Approved as to Form:

s/_____

Donald A. Larkin
City Attorney
Date: _____

**(ALL SIGNATURES, EXCEPT CITY CLERK AND CITY ATTORNEY,
MUST BE ACKNOWLEDGED BY A NOTARY)**

Attachment: Development Agreement Ordinance [Revision 1] (1622 : Monterey-UHC Zoning Amendment/DA)

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY ON WHICH
PROJECT IS BE LOCATED**

For APN/Parcel ID(s): 817-36-032 and 817-36-033

The land referred to herein below is situated in the City of Morgan Hill, County of Santa Clara, State of California and is described as follows:

Parcel One:

All of Remainder 'A', as shown on that certain Map entitled "Tract No. 9887 Rancho Del Pueblo-Monterey Station", which was filed in the office of the Recorder of the County of Santa Clara, State of California on June 29, 2007 in Book 815 of Maps, at Pages 41, 42, 43 and 44.

Parcel Two:

All of Remainder 'B', as shown on that certain Map entitled "Tract No. 9887 Rancho Del Pueblo-Monterey Station", which was filed in the office of the Recorder of the County of Santa Clara, State of California on June 29, 2007, in Book 815 of Maps, at Pages 41, 42, 43 and 44.

EXHIBIT B**DESCRIPTION OF PROJECT****CROSSINGS ON MONTEREY**

MC-14-17 Monterey-UHC

FY 2016-2017: Seven (7) Building Allotments

Exercise of Allotment deadline December 30, 2018

MC-15-14 Monterey-UHC

FY2017-2018: Thirty-two (32) Building Allotments

Exercise of Allotment deadline December 30, 2018

EXHIBIT C**SPECIFIC RESTRICTIONS AND REQUIREMENTS****(INCLUDING RDCS REQUIREMENTS)**

The following restriction and requirements apply to the Development proposed in the RDCS applications MC-14-17 and MC-15-14 Monterey-UHC and shall apply to that portion of the Property included in the said phases of the development on the Property. The following chart describes the applicable reference in the Morgan Hill Municipal Code to the requirement, a description of the commitments specific to the Project, the requirement timing of the implementation and the total estimated costs of improvement or applicable fee commitment. These commitments are IN ADDITION to any mitigation requirements pursuant to CEQA, impact fees, in-lieu fees or other requirements pursuant to federal or state laws, or the Morgan Hill Municipal Code (See Section 2.03 of the Agreement)

*Contribution estimates may require augmentation for the completion of improvements. Impact fees are subject to the provisions of Section 2.03 (b) of this Agreement.

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
	Public Schools			
B.1	Developer Fees	\$825 per unit	Prior to issuance of building permits for each unit.	\$32,175
B.4	Off-site pedestrian safety improvements			N/A
	Open Space			
B.1.a	Open space buffer (freeway/arterials)			N/A
B.1.b	Common useable open space	Private usable open space is provided with tot lot and picnic area with shade trellis.	Shall provide on improvement plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.1.c	Convenient access to amenities			N/A
B.1.d	Accessibility to parks/open space			N/A
B.1.e	Access to existing/proposed parks outside project boundaries			N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
B.1.f	Private usable open space for 75% or 100% (single-family attached projects)			N/A
B.1.g	Dual purpose open space (storm water detention)			N/A
B.1.h	Historical sites and landmarks			N/A
B.3	Shared open space (downtown vertical mixed projects)			N/A
B.4.a	TDC for projects (<20% slope)			N/A
B.4.b	TDC for projects (>25 units)			N/A
B.4.c	TDC for projects zoned R-2 or R-3	Affordable project. Applicant commits to purchase double TDC's or in lieu of a TDC commitment, applicant agrees to pay double the Open Space fee.	Prior to the final building inspection for each unit.	\$13,880 per unit = \$541,320
	Orderly and Contiguous Development			
B.2	Fills in existing utility lines			N/A
	Public Facilities			
B.2.a	Grids water			N/A
B.2.b	Drainage concept consistent with City's storm drain system			N/A
B.2.c	Storm drain lines constructed within paved area of the street	Project storm drain lines that are to be maintained by the city will be constructed entirely within the paved area of the street, or in a location acceptable to the Director of Public Works.	Shall provide on improvement plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.2.d	No on-site detention pond or open space retention areas required			N/A
B.2.e	Provides municipal water well			N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
B.2.f	Excess public improvements	The project will provide public improvements at a cost of \$4,400 per unit. Public improvements shall be determined and approved by Public Works.	Shall provide on improvement plans prior to approval and complete prior to the final building inspection for the final unit.	\$171,600
B.2.g	Contribution to RDCS Capital Improvements fund	Applicant will contribute \$1,100 per unit to the RDCS Capital Improvements fund.	Prior to the final building inspection for each unit.	\$42,900
	Parks and Paths			
B.1	Park in-lieu fee (<50 units)	The project shall pay an in-lieu fee consistent with the requirements contained in Chapter 17.28 of the Municipal Code.	Prior to the final building inspection for each unit.	N/A
B.2	On-site recreational amenities	Project shall provide: a cabana or shade trellis area; a recreation hall/community room; and a tot lot with a minimum of three age appropriate activities.	Shall be shown on building permit plans and complete prior to the final building inspection for the final unit.	N/A
B.3	Bicycle/equestrian/pedestrian paths			N/A
B.4	Pedestrian connections (Downtown)			N/A
B.5	On-site/off-site neighborhood or public park (<150 units)			N/A
B.6	Additional park fees (in-lieu fee)			N/A
B.7	Additional park fees (in-lieu fee) for projects (>50 units)			N/A
B.8	Dedication of land			N/A
	Housing Needs			
B.1	15% Granny units or R-2 projects 10%-25% single family units			N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
B.2.a	Standard Housing Fee			N/A
B.2.b	Double Housing Fee			N/A
B.2.c	Double Housing Fee and 20% dwellings with 2 nd dwellings			N/A
B.3.a	Affordable Units for Sale or Rent	Meets criteria as a 100% affordable development. 17.95% of the units will be at Extremely Low Income. 61.55% of the units will be at Very Low Income, and 20.50% will be at low income	Shall be shown on the building permit plans and shall be verified prior to the final building inspection for the final unit.	N/A
B.3.b	Downtown overall affordability			N/A
B.3.c	Multi-family rental project (>150 units)			N/A
B.4	Joint Venture BMR units			N/A
B.5	Multi-family rental with 50% enclosed garages			N/A
	Housing Types			
B.1.a	Diversity of housing	100% rental		N/A
B.1.b	10% detached units (R-2), 10% attached units (R-1), 10% ownership (R-3)			N/A
B.2.a	Economic diversity	17.95% of the units will be at Extremely Low Income. 61.55% of the units will be at Very Low Income, and 20.50% will be at low income	Shall be shown on the building permit plans and shall be verified prior to the final building inspection for the final unit.	N/A
B.2.b	10% units affordable (>150 units)			N/A
B.3.a	Housing variation- single-family			N/A
B.3.b	Housing variation- Multi-family			N/A
B.3.c	Housing variation-Vertical mixed use			N/A
B.4	25% visitability accessible units	Ground floor - 11 units or 28% accessible. Upper floors are serviced by	Shall be shown on the building permit plans and shall be verified	N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
		an elevator to equal 100% of units accessible.	prior to the final building inspection for the final unit.	
	Quality of Construction Standards			
B.1.a	OSB/Plywood wrap	Yes		N/A
B.1.b	Foundations	Yes		N/A
B.1.c	Wallboard	Yes		N/A
B.1.d	Electrical raceway	Yes		N/A
B.1.e	Storm doors	No		N/A
B.1.f	90% high efficiency fan forced heating	No		N/A
B.1.g	Zoned heating and air conditioning	No		N/A
B.1.h	Multiple efficiency improvements	Yes		N/A
	Lot Layout and Orientation			
B.1.a	Complies with Zone District	Project will not require any deviations from the lot size and dimensions and setback standards of the base zoning district. The project is considered an affordable housing project under state law and can request a concession to deviate from the City's development standards. The project requests concessions for the front setback and the height requirement.	Shall be shown on the building permit plans and shall be verified prior to the final building inspection for the final unit.	N/A
B.1.b	Excess side yard setbacks	The zoning is CC-R. The minimum setback has been provided. Project does not create deep narrow lots and provides side yard setback of 30 feet, minimum required is 5 feet in CC-R	Shall be shown on the building permit plans and shall be verified prior to the final building inspection for the final unit.	NA
B.1.c	Separation of buildings	Building provides side yard setback in	Shall be shown on the building	NA

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
		excess of 20% (5 ft min, providing 30 ft)	permit plans and shall be verified prior to the final building inspection for the final unit.	
B.1.d	Avoids sound walls	Project has been designed without a sound wall along an arterial. [Monterey Road]	Shall be shown on the building permit plans and shall be verified prior to the final building inspection for the final unit.	N/A
B.1.e	Avoids driveways greater than 150 feet	Driveways less than 150, project assessable from Monterey Road and Bisceglia Avenue		N/A
B.1.f	Transition of lot sizes	Buildings in proper scale with existing improvements and similar zoning/product proposed along Monterey Road Corridor		N/A
B.1.g	Above average lot layouts	Request above average for one point		N/A
B.1.h	Project design	Single building, no repeat factor	Shall be shown on the building permit plans and shall be verified prior to the final building inspection for the final unit.	N/A
B.2.a	Continuous park/open space	Tot lot in open space area conveniently located within development	Shall be shown on building permit plans and complete prior to the final building inspection for the final unit.	N/A
B.2.b	Enhance neighborhood security	The building has four access points, each access point is visible from Public Right of Way or onsite parking lot.		N/A
B.3.a	Front setback variation			N/A
B.3.b	Rear setback variation			N/A
B.3.c	Lot width variation			N/A
B.3.d	Garage placement variation (single family and	Parking lot and carport are behind building and not seen from the Public		N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
	multi-family)	ROW (Monterey Road and Bisceglia Avenue)		
B.3.e	Garage placement variation (multi-family)	Building articulated from Public ROW (Monterey Road and Bisceglia Avenue)		N/A
B.3.f	Building articulation (multi-family)			N/A
B.3.g	Unit entries			N/A
B.3.h	Garage door width			N/A
B.4	Noise reduction	Project to install sound insulation board, AC units to be on the roof	Shall be shown on the building permit plans and shall be verified prior to the final building inspection for the final unit.	N/A
B.5	Second story articulation (Downtown/multi-family)	Multi-family project. Second story has balconies and 3 feet articulation or more	Shall be shown on building permit plans and complete prior to the final building inspection for the final unit.	N/A
B.6	Building to Building variation (Downtown/multi-family)	Building will have siding, decorative screening, and moldings around windows on all four sides	Shall be shown on building permit plans and complete prior to the final building inspection for the final unit.	N/A
B.7	Shared parking (Downtown/multi-family)	The rear parking lots not visible from Public Right of Way (Monterey Road and Bisceglia Avenue)		N/A
	Circulation Efficiency			
B.1.a	Future street extensions			N/A
B.1.b	Future drive aisle extensions			N/A
B.1.c	Eliminates stub or substandard streets			N/A
B.1.d	Avoids short blocks			N/A
B.1.e	Backout distance			N/A
B.2.a	Two access points			N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
B.2.b	Avoids long cul-de-sacs			N/A
B.2.c	Detached sidewalks	Project proposes detached sidewalks along Bisceglia Avenue	Shall provide on improvement plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.2.d	Facilitates emergency response	Project configuration will provide for adequate circulation for emergency response and police patrol.	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.2.e	Provides public parking in Downtown			N/A
B.3.a	Converts lighting			N/A
B.3.b	Converts lighting (Downtown and R-3)	Project zoned CC-R, with density of R3, will convert two lights per unit	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	78 lights converted
B.4	General Community Benefit	Project will contribute to improve existing streets \$2,200/unit	Prior to the final building inspection for each unit.	\$85,800
B.5.a	Mid-block pedestrian connections (Downtown)			N/A
B.5.b	Project entries (Downtown)			N/A
B.5.c	Closes gaps (Downtown)			N/A
B.5.d	Bicycle parking (Downtown)			N/A
B.6	Lighted circulation map (R-3 or mixed use)	Will provide detailed and lighted circulation map per criterion	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
	Safety and Security			
B.1.a	Fire proof safe	Project will install fire a proof safe, bolted to the floor in each unit	Prior to the final building inspection for each unit.	N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
B.1.b	First aid kit	Will provide first aid kit and poison control in kitchen of each unit	Prior to the final building inspection for each unit.	N/A
B.1.c	Fire protection device			N/A
B.1.d	Outdoor lighting	Will provide outdoor lighting on all units to meet all Police Department specifications	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.1.e	Pedestrian scale lighting (Multi-family)	Applicant commits to installing pedestrian scaled lighting along walkways and in common areas. Applicant will not utilize bollard style lighting.	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.1.f	Illuminated address numbers	Applicant commits to installing lighted address numbers on each building and illuminated unit numbers. Applicant commits to installing painted reflective curb numbers where possible.	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.1.g	Intrusion protection device			
B.1.h	Parks with lighting	Will provide lighting at 1.5 foot candles at common areas on site	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.1.i	Covered bicycle parking (Multi-family)			
B.1.j	Security Cameras	Applicant commits to installing security cameras to monitor common areas such as laundry, parking and recreational areas/halls. Applicant commits to connecting security camera to DVR to maintain recordings for a minimum of 7 days.	Prior to the final building inspection for the final unit.	N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
B.1.k	Illuminated pathways/walkways	All pathways will be illuminated to 1 candle foot	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.2	Crime Prevention through Environmental Design (CPTED)	Project designed to provide natural surveillance. Open space, courtyards are visible by surrounding and upstairs units. Managers office located next to community room and laundry room.		N/A
B.3	Lockable hardware			N/A
B.4	Central Monitoring	Project will install fire alarm system without central monitoring and no intrusion system	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.5	Neighborhood emergency preparedness	Applicant commits to establishing a Neighborhood Preparedness Program administered through the Property Management Company. Applicant will direct property manager to contact Office of Emergency Services within 180 days of first five homeowners taking occupancy to schedule a resident meeting.	Shall be verified prior to the final building inspection for each unit.	N/A
B.6	Neighborhood "Watch Program"	Property Management to enact neighborhood watch program per criterion	Shall be verified prior to the final inspection for each unit.	N/A
	Landscaping, Screening and Color			
B.1.a	Twenty-four inch box trees	Project will provide one 24" box tree for every 10 trees provided in the landscaped area	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
B.1.b	Planting around off-street parking			N/A
B.1.c	Varied front yard landscaping	Project will provide varied landscaping installed along the project frontage in front of buildings and in the interior areas.	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.1.d	Street Tree Master Plan			N/A
B.2.a	Pervious hardscape cover	The project has committed to B.2.a by installing pervious hardscape (minimum 15% of the landscape area).	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.2.b	Low to moderate water use	Low to moderate water use plants will be using in landscaped areas	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.2.c	Existing water supply (off-site irrigation well)			N/A
B.3	Overall Landscaping			N/A
B.4	Underground retention	Project proposes pervious pavement in parking stalls to reduce storm water runoff. The soil is class B type (highly permeable) per SCVURPPP soil classification	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.5	Building color (Downtown)			N/A
	Natural and Environmental Features			
B.1	Site Grading			N/A
B.2.a	Solar Water heating	Yes	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.2.b	Solar photovoltaic panels (50%			N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
B.2.c	Solar photovoltaic panels (60%)			N/A
B.2.d	Solar photovoltaic panels (70%)			N/A
B.2.e	Solar photovoltaic panels (80%)			N/A
B.2.f	Solar photovoltaic panels for club house	Yes	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.2.g	Exceeds Title 24	5%	Shall be shown on building permit plans prior to approval and verified with final building inspection.	N/A
B.2.h	Build It Green	Yes	Shall be shown on building permit plans prior to approval and verified with final building inspection.	N/A
B.2.i	220 Volt outlet			N/A
B.2.j.1	Community pool solar water heater			N/A
B.2.j.2	Community pool salt-chlorinator			N/A
	Livable Communities			
B.2.a	Bus shelters, benches, street sections	Project to install bus pad at the existing bus stop per VTAs recommendation. Applicant will provide as required by VTA to fullest extent of VTA request to yield maximum points.	Shall be shown on improvement plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.2.b	School bus benches and shelter			N/A
B.4	Vertical Mixes Use			N/A
B.5	Builds to Planned Density	Project proposes to build above the density range using the density bonus provisions for affordable housing.		N/A
B.6	Architectural variation	All units have a porch or balconies.	Shall be shown on building permit	N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
		Provides different roof elements - dormer and gable roof ends are represented in the building architecture. Building is well articulated both vertically and horizontally to break up the massing. The shingle style architecture is consistent with a number of adjacent homes to the east. Building conforms to R3 product required per base zoning on this site. Project provides a consistent level of architectural relief and third dimensional design elements with architectural detailing, finishes, and colors which are consistent on all sides of the building. Building utilize balconies, covered porches, and dormer elements on front and rear elevations.	plans prior to approval and complete prior to the final building inspection for the final unit.	
B.7	Maximizes privacy	Project provides privacy such that windows do not face porch, patio, or balcony of adjacent unit.	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.8	Washer and dryers (Multi-family)			N/A

Crossings on Monterey

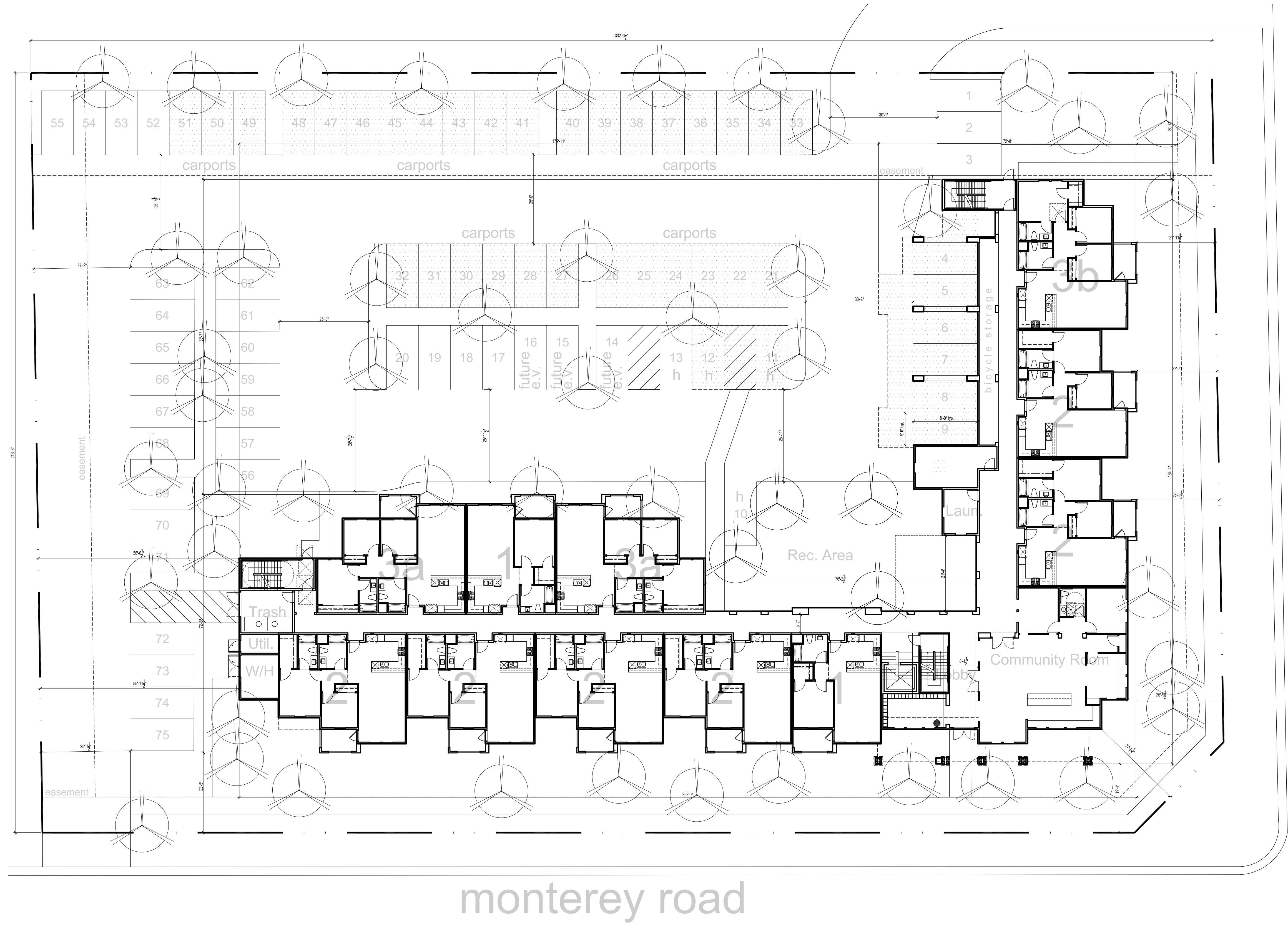
MORGAN HILL , CA



LIST OF EXHIBITS

SITE PLAN	SP.1	COVER SHEET	C.1
FLOOR PLAN FIRST LEVEL.....	A.1	PROJECT NOTES	C.2
FLOOR PLAN SECOND LEVEL	A.2	GRADING AND DRAINAGE PLAN.....	C.3
FLOOR PLAN THIRD LEVEL.....	A.3	DETAILS	C.4
ROOF PLAN	A.4	DETAILS	C.5
UNIT PLANS	A.5	EROSION CONTROL PLAN	C.6
AMENITIES	A.6	EROSION CONTROL DETAILS.....	C.7
BUILDING ELEVATIONS	A.7	STORMWATER CONTROL PLAN	C.8
BUILDING ELEVATIONS	A.8		
COLOR & MATERIALS.....	A.9		





bisceglia avenue

monterey road

project summary

site area	1.623 acres gross (70.731sf)
total units	39
density	24 u/a
unit mix	6 one bedrooms 18 two bedrooms 15 three bedrooms
buildings	family apartments three story on grade on grade parking 1457 sf community room (ground floor)
parking	75 spaces provided • 39 covered (resident) • 2 accessible spaces • 36 uncovered (visitor) • 2 accessible spaces • 3 future E.V. spaces

SITE PLAN

CROSSINGS ON MONTEREY

MORGAN HILL, CA

Notes:

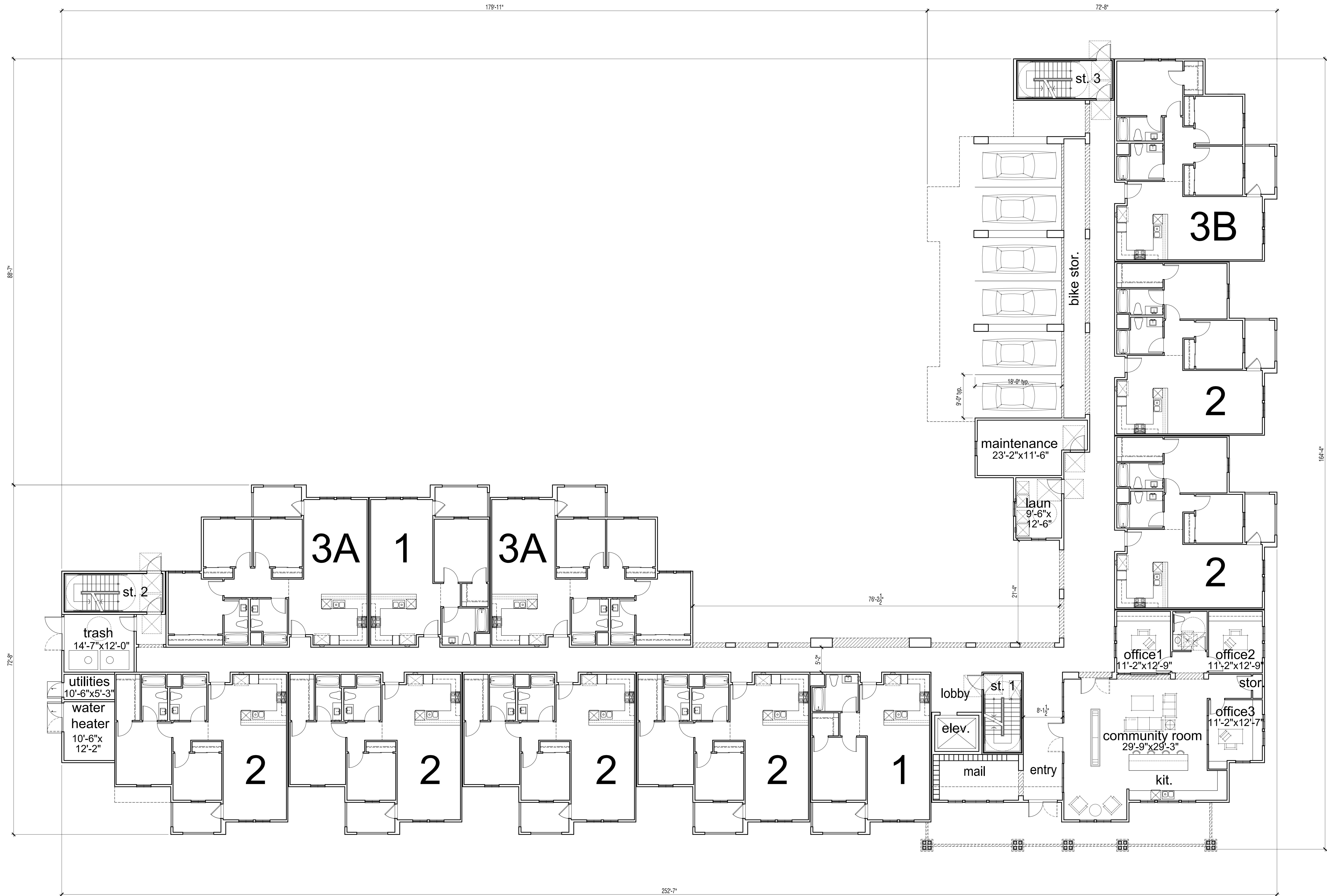
1. Site plan is for conceptual purposes only.
2. Site plan must be reviewed by planning, building, and fire departments for code compliance.
3. Base information is per civil engineer.
4. Civil engineer to verify all setbacks and grading information.
5. Building footprints might change due to the final design elevation style.
6. Open space area is subject to change due to the balcony design of the elevation.
7. Building setbacks are measured from property lines to building foundation lines.



SP.1
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FLOOR PLAN | First Level

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FLOOR PLAN | Second Level

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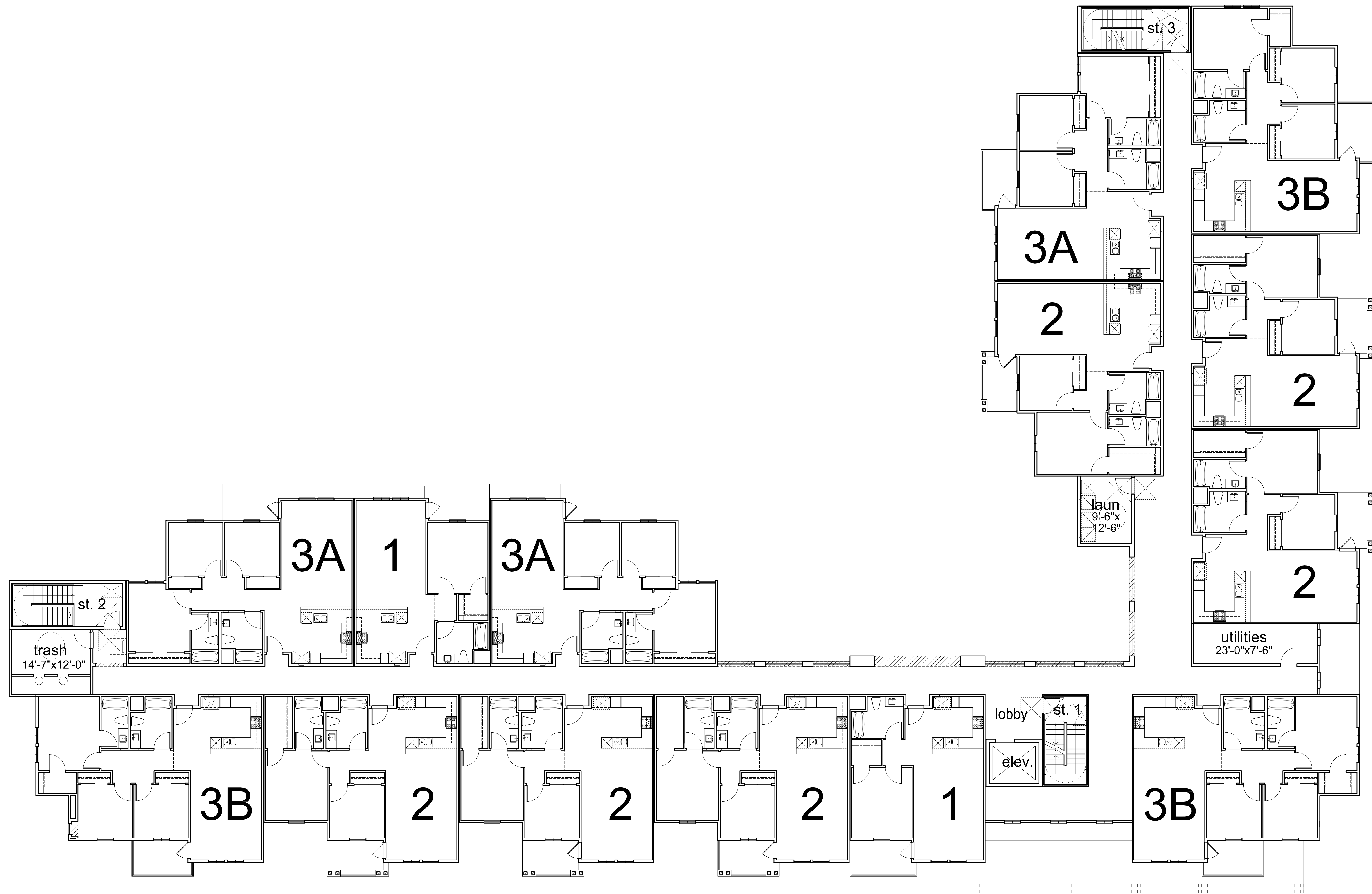


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FLOOR PLAN | Third Level

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A.3

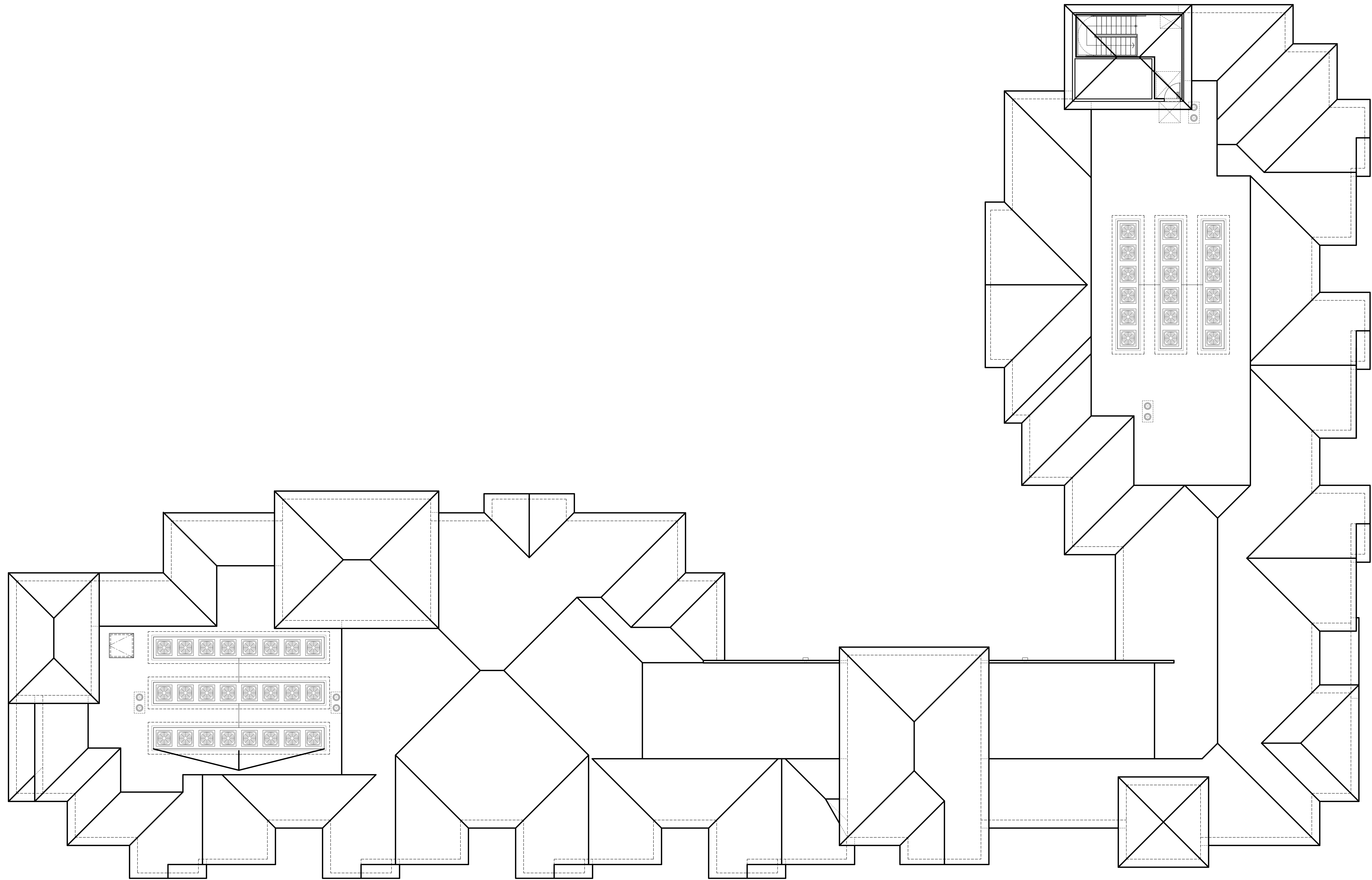
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ROOF PLAN

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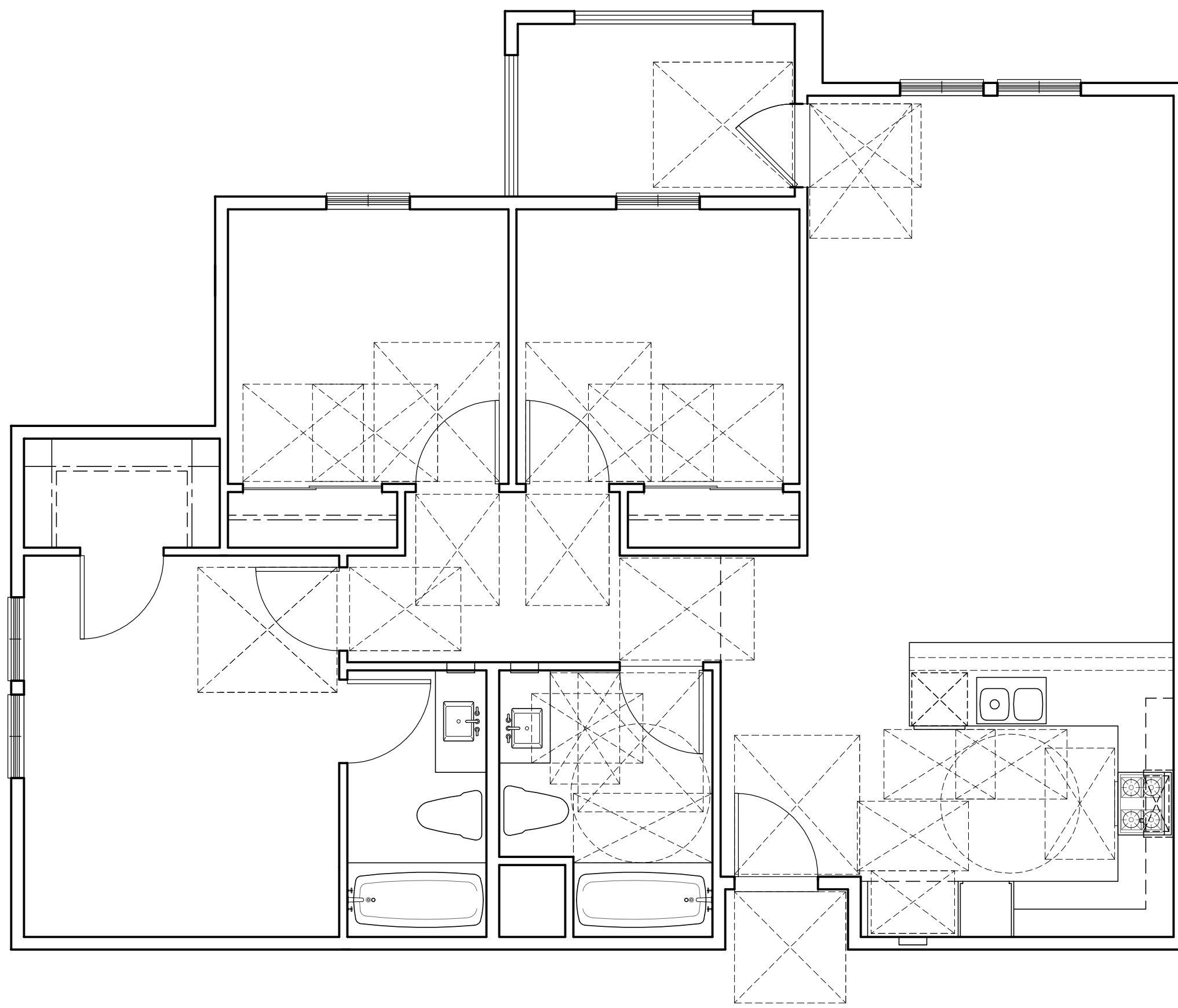
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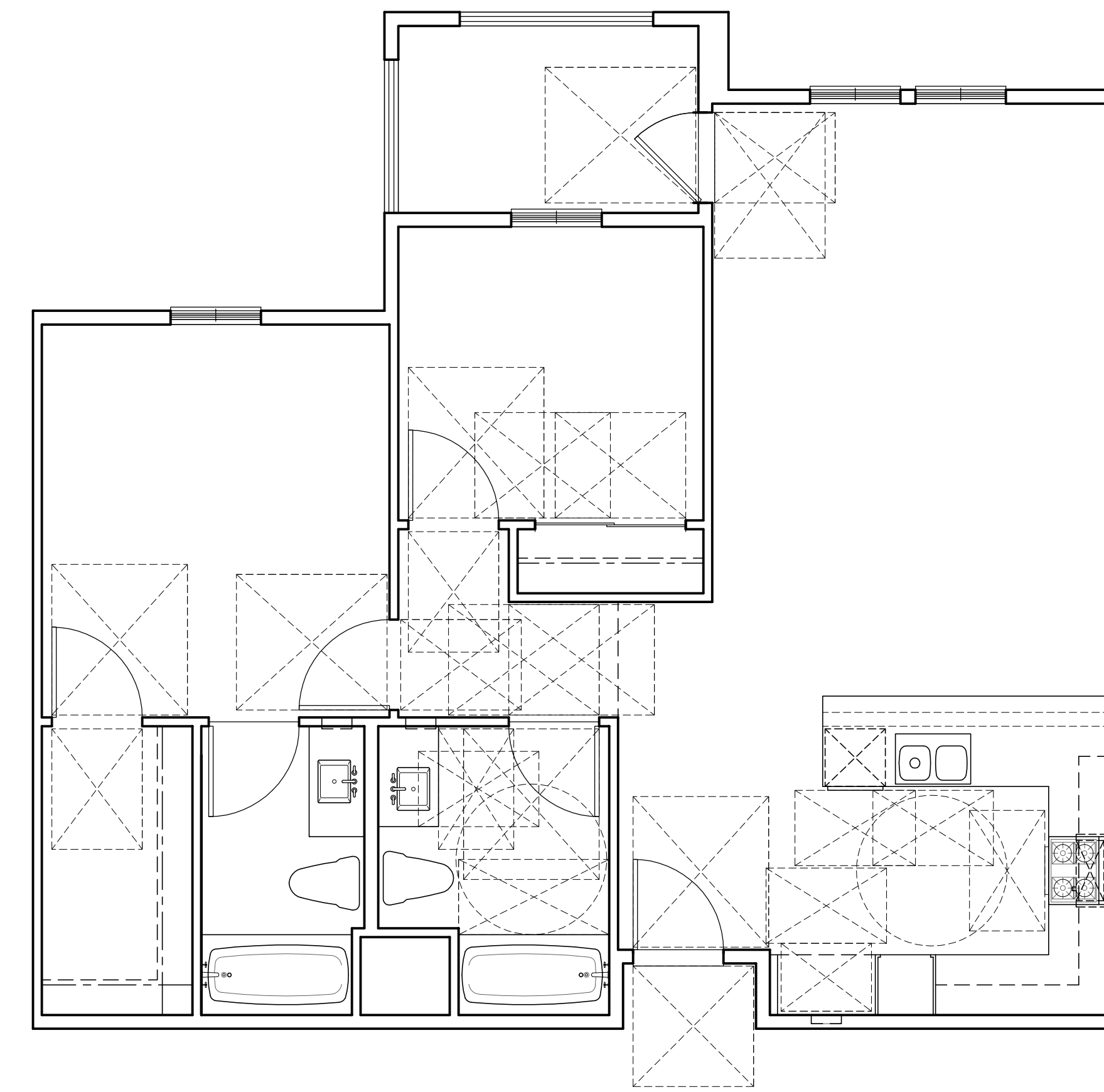
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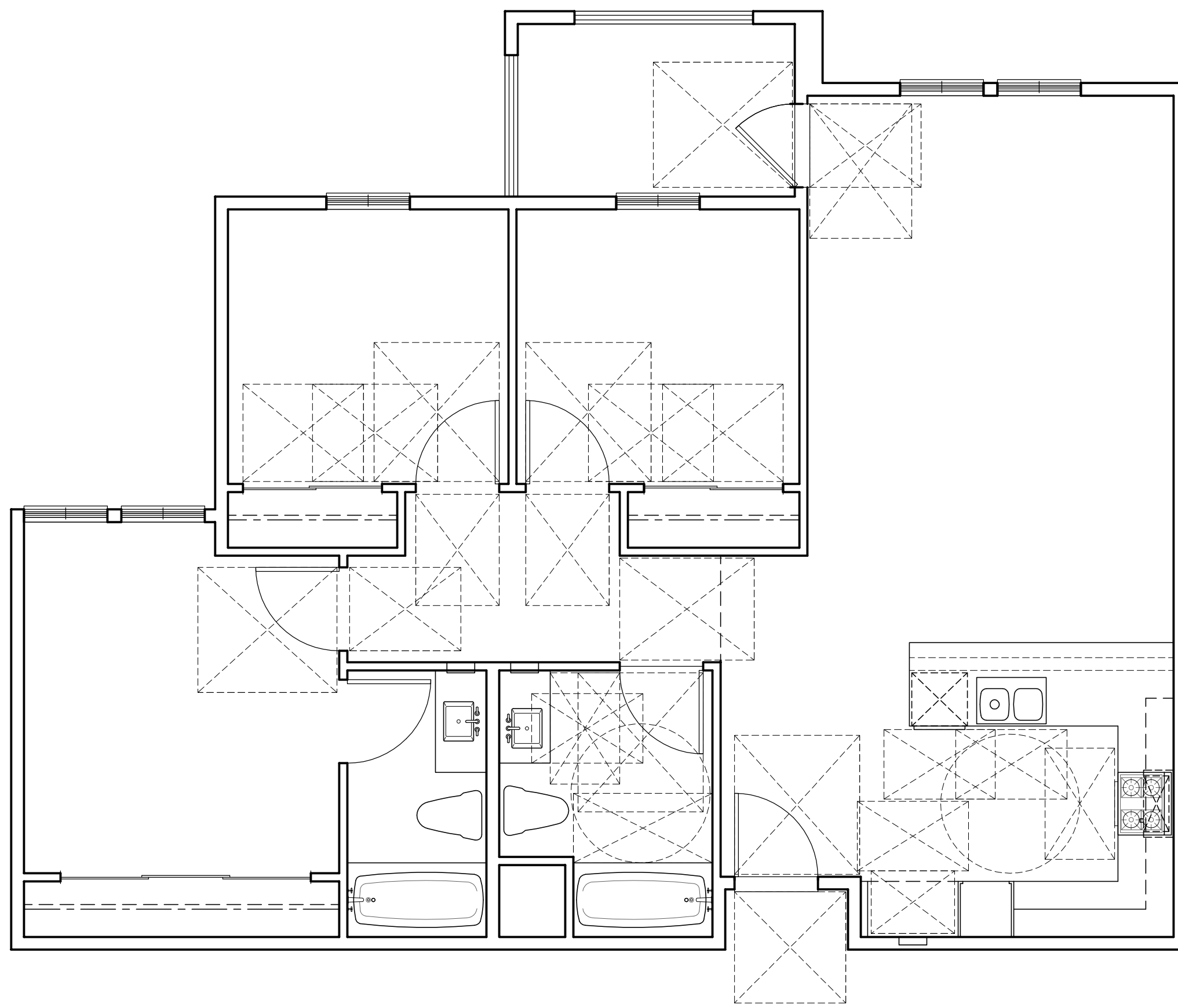
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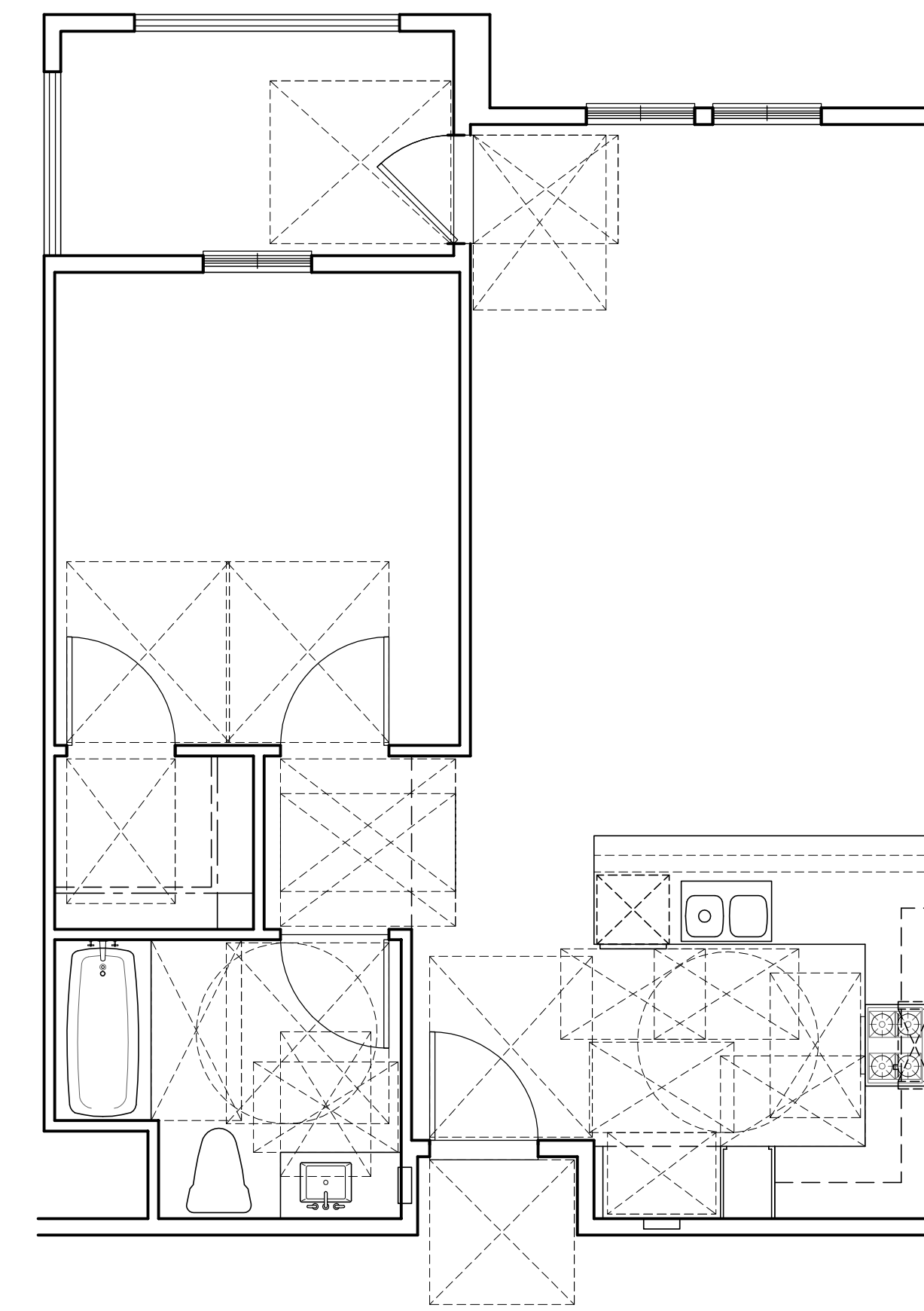
Plan 3B
3 BEDRM | 2 BA
1122 SF GROSS
1054 SF LIVING + 68 SF PATIO



Plan 2
2 BEDRM | 2 BA
988 SF GROSS
920 SF LIVING + 68 SF PATIO



Plan 3A
3 BEDRM | 2 BA
1100 SF GROSS
1032 SF LIVING + 68 SF PATIO



Plan 1
1 BEDRM | 1 BA
746 SF GROSS
672 SF LIVING + 74 SF PATIO

UNIT PLANS

CROSSINGS ON MONTEREY

MORGAN HILL, CA



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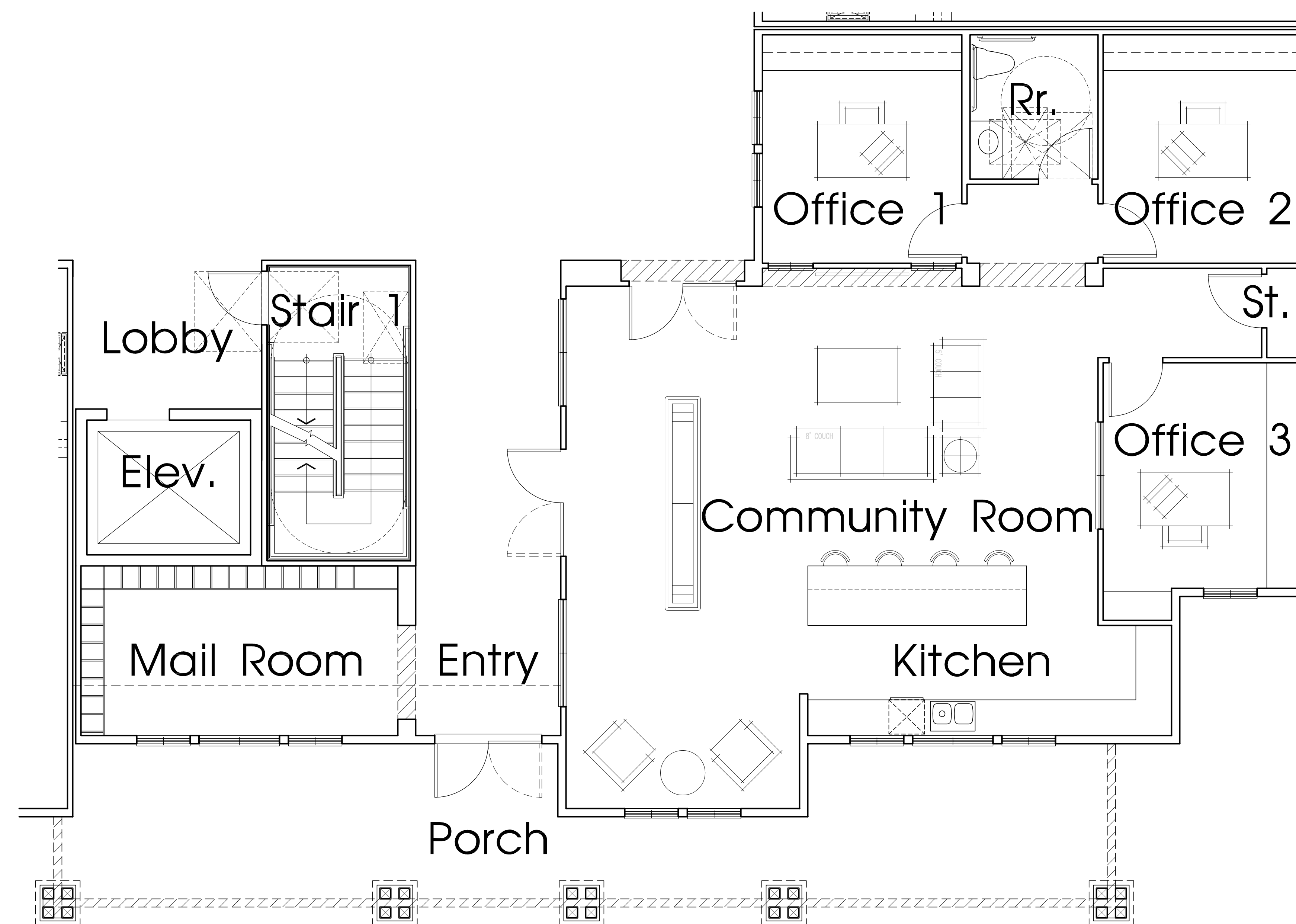
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Community Room/ Offices
COMMON SPACE | 3 OFFICE | KITCHEN | BA
1457 SF GROSS

AMENITIES

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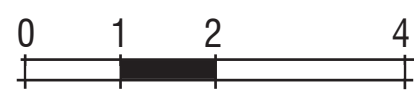
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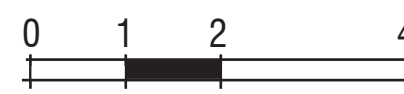
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Left Corner Enlargement



Right Corner Enlargement



PLAN 2

PLAN 2

PLAN 2

PLAN 2

PLAN 1

LOBBY

COMMUNITY ROOM



MATERIAL STYLE NAME: ABSTRACT CRAFTSMAN

- | | |
|---------------------|--|
| Roof: | Composite Shingles Roof |
| Fascia: | 2X6 Wood Fascia |
| Barge: | Wood Barge Board |
| Gable: | Siding with Board + Batts / Awning with Brackets |
| Exterior: | Stucco with Board + Batts Siding / Horizontal Siding |
| Window & Door Trim: | Foam and Wood Trim |
| Railing: | Horizontal Metal Railing |
| Entry Door: | Decorative Front Entry Door |

Front Elevation

Building Elevations

CROSSINGS ON MONTEREY

MORGAN HILL, CA



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Right Elevation



Left Elevation



Rear Elevation

Building Elevations

CROSSINGS ON MONTEREY

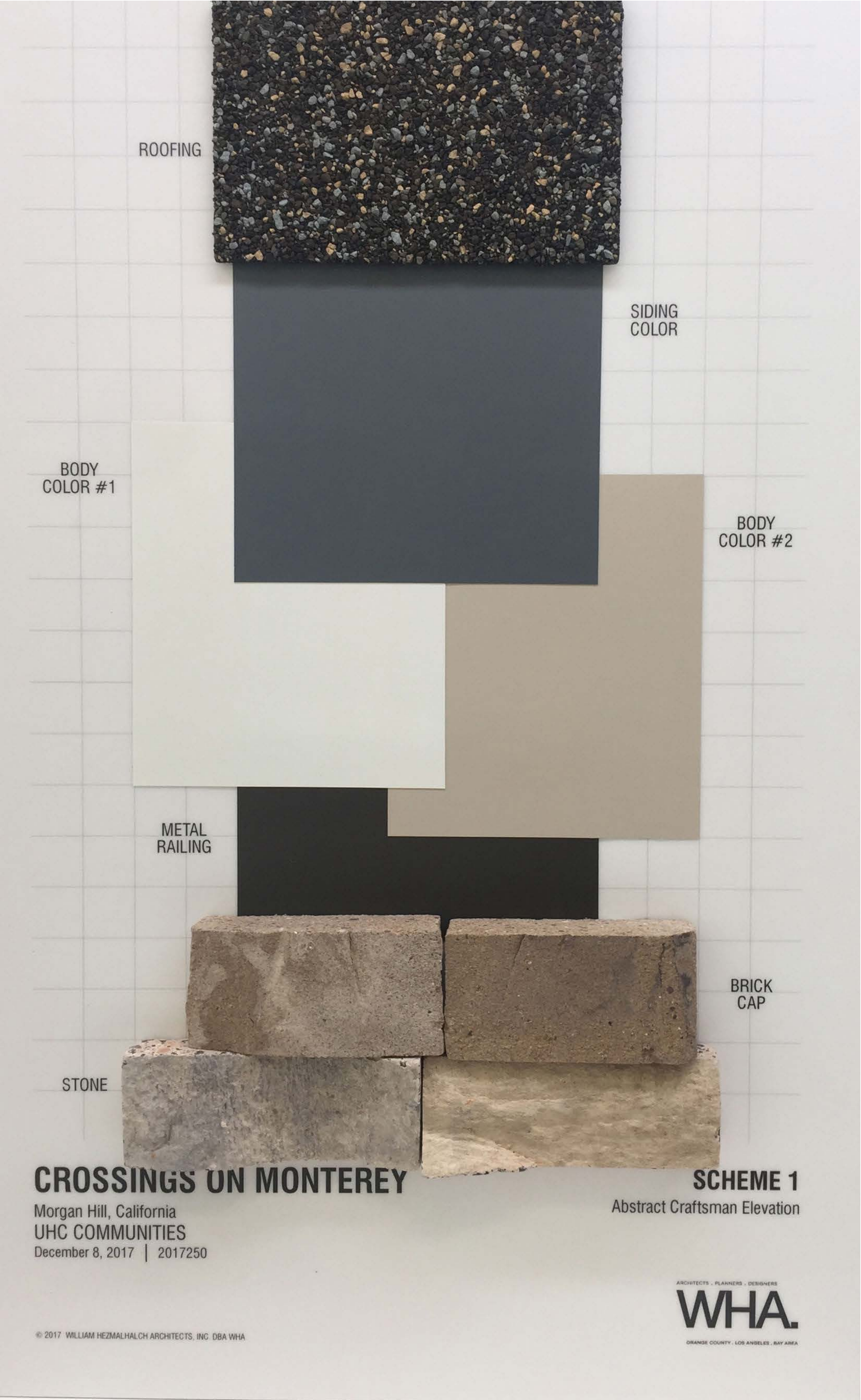
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CROSSINGS ON MONTEREY

Morgan Hill, California
UHC COMMUNITIES
December 8, 2017 | 2017250
PAGE 1 OF 1

Exterior Color & Materials

SCHEME 1 OF 1

ABSTRACT CRAFTSMAN ELEVATION

Material	Color	Manufacturer
Roofing: Composition Asphalt Shingles	Sagewood (Timberland HD - California Cool Series)	GAF
Vinyl Windows <i>(factory finish)</i>	White	TBD
Brick Cap <i>(standard raked joints)</i>	Aspen Grove	H.C. Muddox
Manufactured Stone <i>(dry-stack joints)</i>	Clearwater Rustic Ledge	Eldorado
Mortar @ Brick Cap	Light Khaki	Orco
Siding Color <i>(applied to):</i> Corner Boards Lap Siding	SW 7665 Wall Street	Sherwin Williams
Body Color #1 <i>(applied to):</i> Barge Boards Board & Battens Braces Corner Boards Eaves Fascia Outlookers Posts Secondary Doors Stucco Trim	SW 7005 Pure White	Sherwin Williams
Body Color #2 <i>(applied to):</i> Stucco	SW 9173 Shiitake	Sherwin Williams
Metal Railing	SW 7020 Black Fox	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Brittney Bruneau (949) 250-0607.

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Color & Materials

CROSSINGS ON MONTEREY

MORGAN HILL, CA

CITY OF MORGAN HILL GENERAL NOTES:

1. TEMPORARY BENCH MARK – BASED ON A CITY APPROVED BENCHMARK AS SHOWN ON THESE PLANS.
2. ALL EXISTING ELEVATIONS SHALL BE FIELD VERIFIED BY CONTRACTOR UNLESS OTHERWISE NOTED.
3. ALL SURVEY MONUMENTS SHALL BE INSTALLED AT LOCATIONS SHOWN ON THE CORRESPONDING FINAL MAP BEFORE ACCEPTANCE OF THE SUBDIVISION.
4. CONTRACTOR SHALL NOT DESTROY EXISTING PERMANENT SURVEY MONUMENTS.
5. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE CITY OF MORGAN HILL STANDARD DETAILS FOR CONSTRUCTION WHICH ARE HEREBY MADE A PART OF THESE PLANS. DEVIATIONS FROM THE STANDARD DETAILS MUST BE APPROVED BY THE CITY ENGINEER.
6. DEVELOPER SHALL ARRANGE FOR A PRE-CONSTRUCTION MEETING WITH THE CITY ENGINEER (MUNICIPAL CODE 17.32.250B) PRIOR TO COMMENCING ANY CONSTRUCTION. AN ENCROACHMENT PERMIT SHALL BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT UPON COMPLETION OF SAID MEETING AND PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS WITHIN AN EXISTING OR OFFERED FOR DEDICATION RIGHT-OF-WAY, PUBLIC UTILITY EASEMENT OR PUBLIC SERVICE EASEMENT.
7. A GRADING PERMIT SHALL BE OBTAINED FROM THE CITY OF MORGAN HILL BUILDING DIVISION PRIOR TO ANY GRADING OF BUILDING PADS. APPLICANT FOR THE GRADING PERMIT SHALL PROVIDE A PLAN REVIEW LETTER FROM THE SOILS ENGINEER. A GRADING PERMIT DOES NOT GIVE CONTRACTOR PERMISSION TO COMMENCE OFFSITE (STREET) GRADING. ONLY UPON CITY APPROVAL OF THE IMPROVEMENT PLANS AND COMPLETION OF A PRECONSTRUCTION MEETING, SHALL CONTRACTOR COMMENCE OFF-SITE GRADING.
8. CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS DEPARTMENT 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK PHASE. AT THAT TIME AN "INSPECTION REQUEST FORM" SHALL BE COMPLETED TO ENSURE PROPER SCHEDULING OF AN INSPECTION WITH THE CITY ENGINEER'S REPRESENTATIVE.
9. CONTRACTOR SHALL PRESERVE ALL SURROUNDING PROPERTY BY CONFINING OPERATIONS TO WITHIN THE "LIMITS OF WORK". CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS FOR ALL ADJOINING RESIDENTS, PLACES OF BUSINESS, AND PROPERTIES AT ALL TIMES AND IN A SAFE MANNER. CONTRACTOR SHALL MAKE PROPER NOTIFICATION AT LEAST 24 HOURS IN ADVANCE OF ANY INTERRUPTION IN ACCESS OR SERVICE TO THE ABOVE PROPERTY OWNERS AS WELL AS TO THE CITY ENGINEER'S REPRESENTATIVE.
10. CONTRACTOR SHALL ONLY USE EQUIPMENT PROVIDED WITH A SPARK ARRESTOR DEVICE TO REDUCE A POTENTIAL FIRE HAZARD.
11. RIGHT OF MODIFICATION: APPROVAL OF THIS PLAN DOES NOT RELEASE SUBDIVIDER OF THE RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS, OR OMISSION, CONTAINED THEREIN. IF DURING THE COURSE OF CONSTRUCTION, PUBLIC INTEREST REQUIRES A MODIFICATION OF OR A DEPARTURE FROM THESE IMPROVEMENT PLANS OR THE CITY STANDARD DETAILS FOR CONSTRUCTION, THE CITY ENGINEER SHALL HAVE THE AUTHORITY TO REQUIRE SUCH MODIFICATIONS AND DEPARTURES AND TO SPECIFY THE MANNER IN WHICH THE SAME IS TO BE MADE.
12. OFF-SITE WATER & DUST CONTROL:
CONTRACTOR SHALL PROVIDE A WATER TRUCK ONSITE AT ALL TIMES. CONTRACTOR WILL BE ALLOWED TO DRAW WATER FROM THE CITY OF MORGAN HILL WATER DISTRIBUTION SYSTEM ONLY AFTER OBTAINING A HYDRANT METER FROM THE PUBLIC WORKS DEPARTMENT AND AN INSPECTION OF THE WATER TRUCK FOR A PROPER BACKFLOW DEVICE OR "AIR-GAP" FILLING PIPE. DEVELOPER HAS PAID FOR "OFF-SITE" CONSTRUCTION WATER WHICH SHALL NOT BE USED FOR BUILDING CONSTRUCTION. CONTRACTOR SHALL KEEP DUST FROM CONSTRUCTION ACTIVITY TO THE MAXIMUM EXTENT POSSIBLE. CONTRACTOR SHALL CLEAN ALL EXISTING STREETS, CURBS, GUTTERS, AND SIDEWALKS AFFECTED BY THE PROJECT AT THE END OF EACH WORKING DAY.
13. MATERIAL STORAGE:
NO MATERIAL SHALL BE STORED NEAR THE EDGE OF PAVEMENT, TRAVELED WAY, SIDEWALK, DRIVEWAY, OR SHOULDER LINE WHICH MAY CREATE A HAZARD FOR VEHICULAR AND PEDESTRIAN TRAFFIC.
14. TRAFFIC CONTROL:
CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL TO THE PUBLIC WORKS DEPARTMENT A MINIMUM OF 5 DAYS PRIOR TO ANY WORK WITHIN AN EXISTING PUBLIC STREET. THE PLAN SHALL BE SIGNED BY A LICENSED TRAFFIC ENGINEER WHEN IT INVOLVES AN ARTERIAL STREET. CONTRACTOR SHALL PROVIDE ALL NECESSARY TRAFFIC CONTROL IN ACCORDANCE WITH THE LATEST EDITION OF CALTRANS "MANUAL OF WARNING SIGNS, LIGHTS, AND DEVICES FOR USE IN PERFORMANCE OF WORK UPON HIGHWAYS", WHILE WORKING WITHIN THE PUBLIC RIGHT-OF-WAY. TWO TRAFFIC LANES (10' MIN.) SHALL BE OPEN TO VEHICULAR TRAFFIC DURING ALL HOURS, WEEKENDS, AND HOLIDAYS. ONE LANE ONE WAY TRAFFIC, MAY BE PERMITTED UNDER THE CONTROL OF NOT LESS THAN 2 (TWO) COMPETENT FLAGMEN DURING CONSTRUCTION OPERATIONS. STREET CLOSURES AND DETOURS SHALL ONLY TAKE PLACE UPON CITY ENGINEER APPROVAL AND POLICE DEPARTMENT COORDINATION.
15. TRENCH EXCAVATION:
CONTRACTOR SHALL EXERCISE DILIGENCE IN REVIEWING THE APPROVED SOILS REPORT AND OTHER AVAILABLE RESOURCES TO FAMILIARIZE HIMSELF/HERSELF WITH THE SOIL CONDITIONS TO BE ENCOUNTERED IN THE COURSE OF WORK IDENTIFIED IN THESE PLANS. CONTRACTOR SHALL NOT CAUSE DAMAGE TO ADJACENT TREES OR EXISTING STRUCTURES ABOVE OR BELOW GRADE DURING TRENCH EXCAVATION. ALL ROCKS, BOULDERS, AND LARGE STONES ENCOUNTERED SHALL BE REMOVED TO PROVIDE A CLEARANCE OF 6 INCHES AROUND THE PIPE. THE TRENCH BOTTOM SHALL BE REFILLED TO GRADE WITH SAND, PEA GRAVEL, OR OTHER APPROVED GRANULAR MATERIAL. CLEAN 1/4" OR 1/2" PEA GRAVEL SHALL BE USED IN AREAS OF MOIST CONDITION, OR WHERE THE SOIL HAS A HISTORY OF SUBSURFACE WATER. IF THE BOTTOM OF THE TRENCH IS FOUND TO CONSIST OF WET OR UNSTABLE MATERIAL INCAPABLE OF PROPERLY SUPPORTING THE PIPE, THE MATERIAL SHALL BE REMOVED TO A MINIMUM DEPTH OF 12 INCHES BELOW THE UNSTABLE LAYER FOR THE FULL WIDTH OF THE TRENCH AND REPLACED WITH APPROVED GRANULAR MATERIAL. TRENCH EXCAVATION MATERIAL DEPOSITED ADJACENT TO THE TRENCH SHALL BE PLACED AND LOCATED TO PREVENT SPILLAGE INTO THE OPEN TRENCH.
16. TRENCH SAFETY:
IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALL NECESSARY TRENCH SAFETY MEASURES FOR EXCAVATIONS. ALL TRENCH SAFETY MEASURES SHALL BE IN ACCORDANCE WITH THE LATEST CAL-OSHA GUIDELINES. CONTRACTOR SHALL PROVIDE EVIDENCE OF A CAL-OSHA TRENCHING PERMIT AT THE PRECONSTRUCTION MEETING.
17. EXCAVATIONS WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE BACKFILLED, COMPACTED, AND TEMPORARILY PAVED WITH COLD MIX "CUT BACK" TYPE A.C. TO ALLOW FOR VEHICULAR AND PEDESTRIAN TRAFFIC PRIOR TO 4:00 P.M. THE USE OF TRENCH PLATES IS ALLOWED, PROVIDED THE CONTRACTOR COVERS ALL EDGES OF THE PLATES WITH COLD MIX MATERIAL. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ON A DAILY BASIS, INCLUDING WEEKENDS, THE AMOUNT OF MATERIAL NECESSARY TO MAINTAIN THE TRENCH SURFACE FLUSH WITH THE EXISTING STREET OR SIDEWALK. IN ADDITION, THE CONTRACTOR SHALL RESPOND TO AND CORRECT SHIFTING TRENCH PLATES REGARDLESS OF THE TIME OF DAY. IF CONTRACTOR FAILS TO CORRECT SINKING BACKFILL MATERIAL OR SHIFTING TRENCH PLATES IN A TIMELY MANNER, CITY SHALL RESERVE THE RIGHT TO CORRECT THE PROBLEM AND BACK CHARGE THE CONTRACTOR.
18. JOINING EXISTING PAVEMENT:
EXISTING PAVEMENT WHICH IS TO BE JOINED BY NEW PAVEMENT SHALL BE SAW CUT VERTICAL TO PROVIDE STRAIGHT, TRUE AND NEAT JOINTS. OVERLAPPING OF EXISTING PAVEMENT WITHOUT SAW CUTTING OR GRINDING SHALL NOT BE PERMITTED. THE VERTICAL EDGES SHALL BE TACKED PRIOR TO PAVING. TERMINALS OF ALL SURFACING INDICATED ON THE PLANS SHALL JOIN ANY EXISTING SURFACE IN A SMOOTH BUTT JOINT. CONFORM PAVING BY METHOD OF ABRASIVE GRINDING WILL BE ALLOWED UPON APPROVAL OF THE CITY ENGINEER.
19. SANITARY SEWERS:
ALL MANHOLES, SEWER MAINS, AND LATERALS MUST PASS A LEAKAGE TEST AS DESCRIBED IN THE CITY OF MORGAN HILL STANDARD DETAILS FOR CONSTRUCTION. AFTER THE TRENCH BACKFILL HAS BEEN COMPLETED, THE CONTRACTOR SHALL FILL, BACKFILL, AND CLEAN ALL SEWER LINES 24 INCHES OR LESS IN DIAMETER BY THE "WAYNE BALL METHOD". AFTER THE LEAKAGE TEST, BUT PRIOR TO PAVING, A TELEVISION INSPECTION SHALL BE PERFORMED AT ALL LOCATIONS OF NEWLY INSTALLED SEWER MAINS AT CONTRACTOR'S EXPENSE. THE UNDERGROUND CONTRACTOR MUST KEEP AN ACCURATE RECORD OF MANHOLES AND THE DISTANCE BETWEEN THEM AND EACH WYE BRANCH LATERAL, AND THEIR DIRECTION.
20. BEFORE ANY UPSTREAM SEWERS ARE CONSTRUCTED, THE CONTRACTOR SHALL VERIFY THE ELEVATION AND LOCATION OF EXISTING SEWER LINES TO BE CONNECTED.
21. THE END OF EACH NEW LATERAL SHALL BE MARKED AS SHOWN IN DETAIL S-2. THE CONCRETE CONTRACTOR SHALL STAMP AN "S" ON THE FACE OF CURB DIRECTLY ABOVE THE LATERAL.
22. WATER LINES:
CONTRACTOR SHALL NOT TURN OFF OR ON ANY VALVES BELONGING TO THE CITY'S WATER SYSTEM. ONLY DEPARTMENT OF PUBLIC WORKS PERSONNEL SHALL OPEN THE NECESSARY VALVES TO CONNECT NEW LINES. FAILURE TO FOLLOW THIS REQUIREMENT SHALL BE CONSIDERED AN "UNLAWFUL CONNECTION" AND MAY RESULT IN ISSUING OF A CITATION AND FINES AS SPECIFIED IN SECTION 13.04 OF THE MORGAN HILL MUNICIPAL CODE.
23. CONNECTIONS REQUIRING SHUT DOWN OF THE SYSTEM SHALL BE DONE BETWEEN THE HOURS OF 12:00 MIDNIGHT AND 6:00 AM, AND ONLY UPON COORDINATION WITH THE DEPARTMENT OF PUBLIC WORKS.
24. ALL WATER LINES SHALL BE TESTED AFTER COMPLETION OF THE TRENCH BACKFILL AND COMPACTION OF THE FINAL BASE MATERIAL, BUT PRIOR TO PLACEMENT OF THE FINAL ROADWAY SURFACE.
25. CONTRACTOR SHALL PLACE MARKER POSTS ADJACENT TO ALL AIR RELIEF VALVES AND BLOW OFF ASSEMBLIES ALONG WATER MAINS LOCATED IN UNIMPROVED AREAS OR FIELDS. THE POSTS SHALL BE PRESSURE TREATED REDWOOD 4"x6", PAINTED WHITE, BURIED 2'-6", AND INSCRIBED WITH "W/A.V." (FOR AIR RELIEF VALVES) OR "B.O." (FOR BLOW OFF ASSEMBLIES), IN 3 INCH HIGH CARVED LETTERS PAINTED BLUE.
26. THE CONCRETE CONTRACTOR SHALL STAMP A LETTER "W" ON THE FACE OF CURB DIRECTLY ABOVE THE WATER SERVICE.

BACKFILL & COMPACTION:

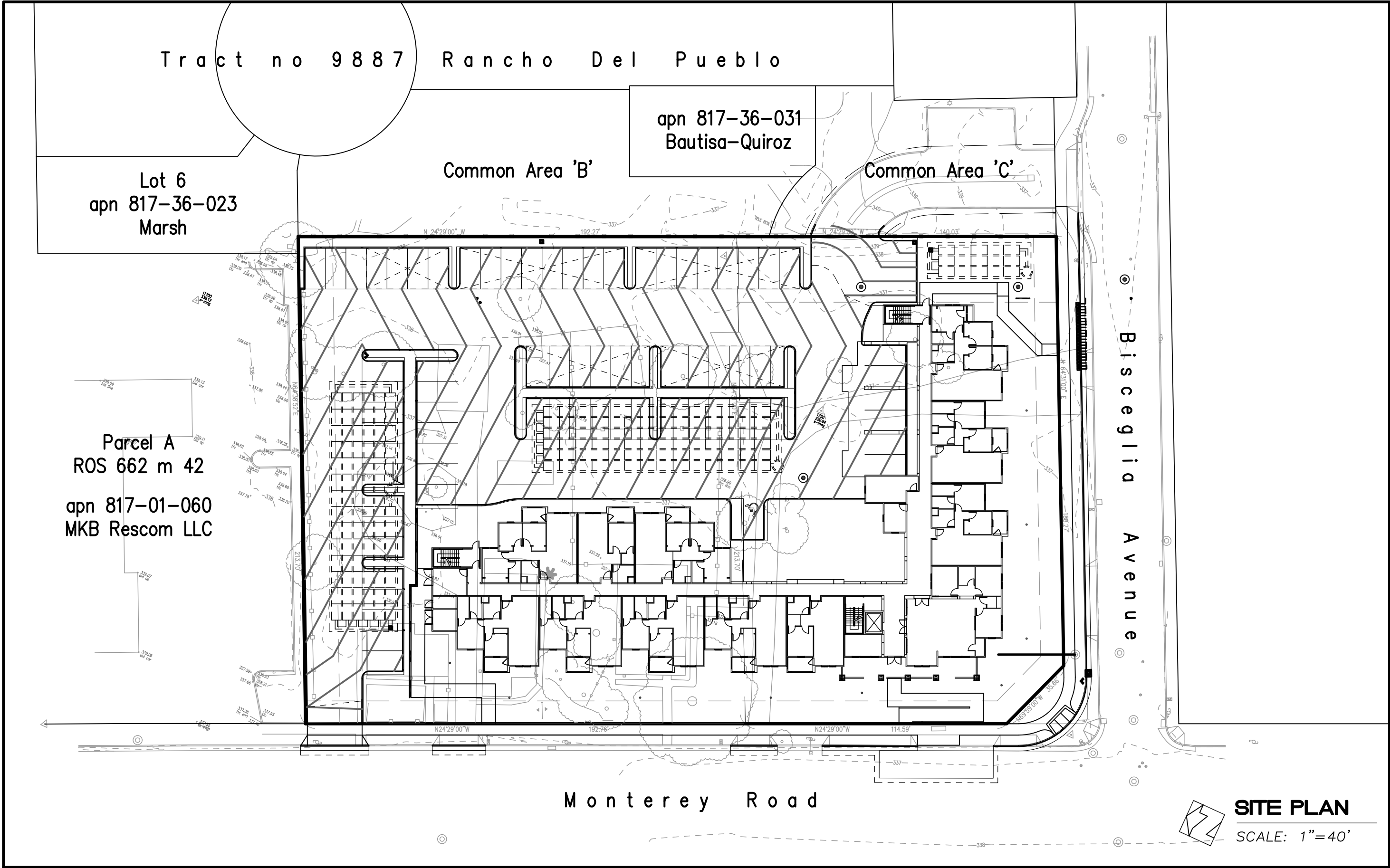
27. BACKFILL MATERIAL SHALL BE HAND PLACED AND COMPACTED UP TO AT LEAST 6" ABOVE THE PIPE. WHEN USING NATIVE SOIL AS TRENCH BACKFILL, THE MINIMUM SAND COVER SHALL BE 12".
28. JETTING AND/OR FLOODING OF TRENCH BACKFILL MATERIAL WILL BE PERMITTED ONLY IF APPROVED BY THE SOILS ENGINEER AND CITY ENGINEER.
29. ANY EXCESS EXCAVATION MATERIAL MAY BE DEPOSITED ONSITE IN AREAS AND AT DEPTHS DESIGNATED BY THE OWNER, AND WITH APPROVAL OF THE CITY ENGINEER.
30. THE MINIMUM RELATIVE COMPACTION FOR TRENCH BACKFILL, SUBGRADE AND BASE MATERIAL SHALL BE 95% THROUGHOUT THE PROJECT. UNLESS RECOMMENDED OTHERWISE IN THE SOILS REPORT AND APPROVED BY THE CITY ENGINEER.
31. IF TRENCH BACKFILL MATERIAL IS 100% SAND, THE CITY SHALL CONDUCT COMPACTION TESTS OF THE LIFTS SPECIFIED. IF THE TRENCH BACKFILL MATERIAL IS NATIVE SOIL, CONTRACTOR SHALL PROVIDE COMPACTION TEST RESULTS OF THE LIFTS SPECIFIED IN THE SOILS REPORT TO THE CITY ENGINEER FROM A CERTIFIED TESTING LABORATORY AT CONTRACTOR'S EXPENSE.
32. ANY AGGREGATE BASE THAT BECOMES CONTAMINATED DURING CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH UNCONTAMINATED BASE. EROSION CONTROL AN EROSION CONTROL PLAN SHALL BE REQUIRED PRIOR TO ANY PHYSICAL DEVELOPMENT OF A PROPERTY PLANNED BETWEEN OCTOBER 15TH AND MAY 1ST. SAID PLAN SHALL MEET THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE LOMA PRIETA RESOURCE CONSERVATION DISTRICT. CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING THE REQUIRED EROSION CONTROL MEASURES DURING THE ABOVE TIME PERIOD.

FLOODZONE STATEMENT

FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE AE (BASE FLOOD ELEVATIONS DETERMINED) WITH A ELEVATION OF 341.0 FEET OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 06085C0607H, WHICH BEARS AN EFFECTIVE DATE OF MAY 18, 2009 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. BY TELEPHONE CALL DATED: MAY 18, 2009 TO THE NATIONAL FLOOD INSURANCE PROGRAM (800-638-6620) WE HAVE LEARNED THIS COMMUNITY DOES CURRENTLY PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

Improvement Plans

for Crossings at Monterey Monterey Road & Bisceglia Avenue in the City of Morgan Hill



BENCHMARK

SANTA CLARA VALLEY WATER DISTRICT
BENCHMARK ID: BM002

ELEVATION: NAVD 88 – 342.95 FEET

DESCRIPTION:
BRASS DISK ON TOPO OF CONCRETE CURB; AT BACK OF SIDEWALK OF NORTHWEST CORNER OF INTERSECTION OF MONTEREY ROAD AND W. DUNNE AVENUE; 13.4 FEET NORTH OF TRAFFIC SIGNAL # 2343; 10.3 FEET RADIALLY FROM FLOWLINE OF GUTTER; 0.55 FEET HIGHER THAN BACK OF SIDEWALK.

ABBREVIATIONS

AC	ASPHALT CONCRETE	FL	FIRE HYDRANT	RWL	RAINWATER LEADER
AB	AGGREGATE BASE	FL	FLOWLINE	S	SLOPE
AD	AREA DRAIN	FOC	FACE OF CURB	SD	STORM DRAIN PIPE
AGG	AGGREGATE	G	GAS LINE	SS	SANITARY SEWER PIPE
BC	BEGINNING OF CURVE	GM	GAS METER	STM	STORM DRAIN MANHOLE
BDO	BUILDING	GB	GRADE BREAK	SS MH	SANITARY SEWER MANHOLE
BCC	BACK OF CURB	GUY	GUY WIRE FOR POLE	SP	SERVICE POLE
BO	BLOW OFF	GV	GATE VALVE	STD	STANDARD
BWF	BARBWIRE FENCE	HDPE	HIGH DENSITY POLYETHYLENE	SQ	SQUARE
CATV	CABLE TELEVISION	HP	HIGH POINT	SW	SIDEWALK
CB	CATCH BASIN	INV	INVERT OF PIPE	T	TELEPHONE LINE
C&G	CURB & GUTTER	IP	IRON PIPE	TBM	TEMPORARY BENCHMARK
CI	CURB INLET	JP	JOINT POLE	TC	TOP OF CURB
CL	CENTERLINE	JT	JOINT TRENCH	TG	TOP OF GRATE
CMP	CORRUGATED METAL PIPE	LF	LINEAR FEET	TOB	TOP OF BANK
CMU	CONCRETE MASONRY UNIT	LP	LOW POINT	TOE	TOE OF BANK
CO	CLEAN OUT	LX	MAXIMUM	TW	TOP OF WALL
CONC.	CONCRETE	MIN	MINIMUM	TYP	TYPICAL
CONST	CONSTRUCTION	N.I.C.	NOT IN CONTRACT	W	WATER LINE
DI	DROP INLET	(N)	NEW	WM	WATER METER
DIP	DUCTILE IRON PIPE	OHU	OVERHEAD UTILITY	WV	WATER VALVE
DWY	DRIVEWAY	PB	PULL BOX		
E	ELECTRIC LINE	PCC	PORTLAND CONCRETE CEMENT		
EC	END OF CURVE	PL	PROPERTY LINE		
EG	EXISTING GRADE	PRC	POINT REVERSE CURVE		
ELEV	ELEVATION	P.S.E.	PUBLIC SERVICE EASEMENT		
EP	EDGE OF PAVEMENT	P.S.D.E.	PRIVATE STORM DRAIN EASEMENT		
ER	END OF RETURN	P.U.E.	PUBLIC UTILITY EASEMENT		
ESMT	EASEMENT	PVI	POINT OF VERTICAL INTERSECTION		
(E)	EXISTING	PVC	POLYVINYL CHLORIDE PIPE		
EX	EXISTING	R	RADIUS		
FF	FINISH FLOOR	RCP	REINFORCED CONCRETE PIPE		
FG	FINISH GRADE	R/W	RIGHT OF WAY		

PROJECT SUMMARY

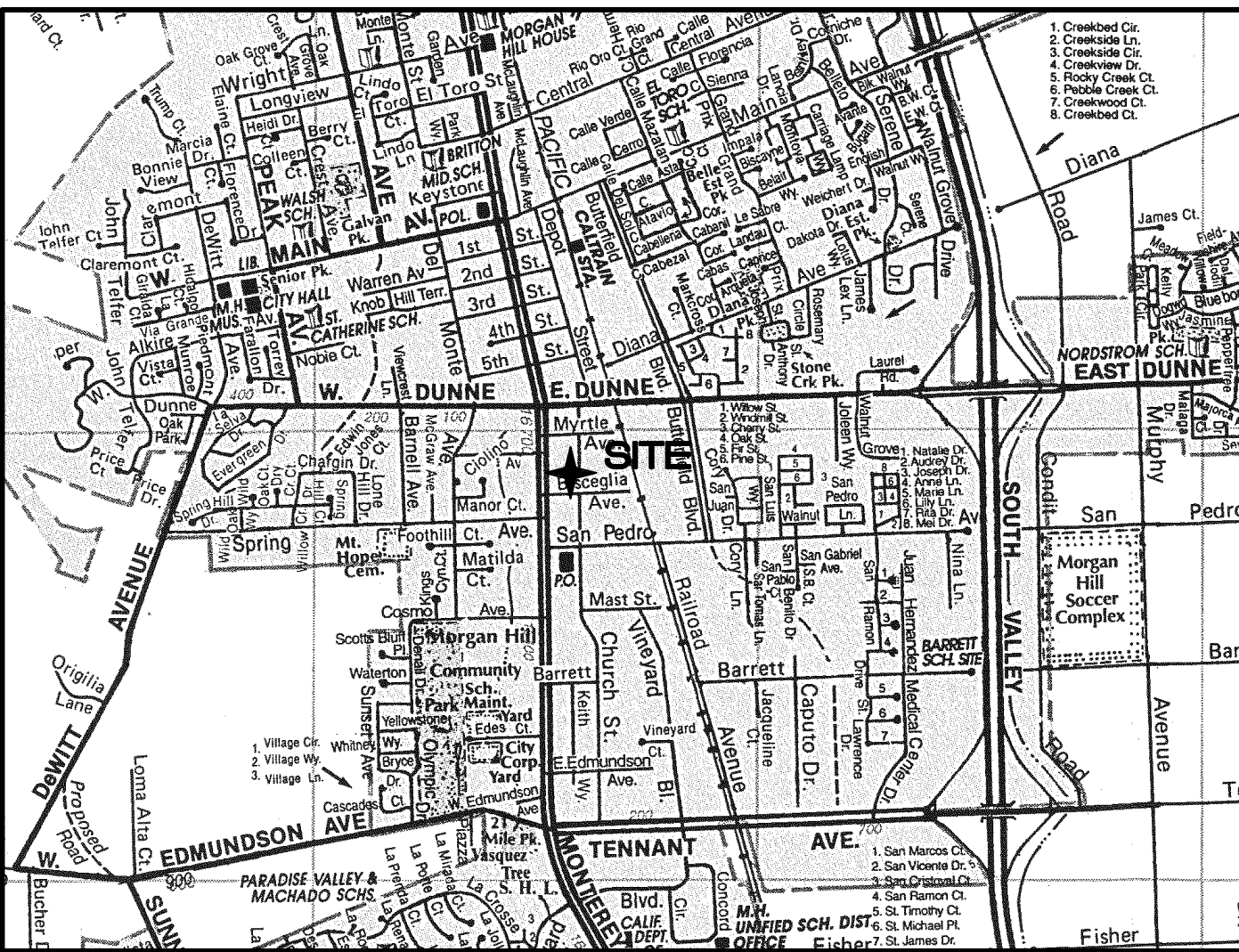
1. GROSS AREA: 41,138 S.F. (817-36-032); 29,621 S.F. (817-36-033)
2. ASSESSOR'S PARCEL NUMBER: 817-36-032 AND 033
3. EXISTING LAND USE
SINGLE FAMILY RESIDENTIAL (817-36-032); VACANT (817-36-033)
4. ZONING CLASSIFICATION: CC-R PUD
5. NUMBER OF UNITS

6 – 1 BEDROOM
18 – 2 BEDROOM
15 – 3 BEDROOM

39 UNITS TOTAL
6. RECREATION AREA COVERAGE: 2,383 SF – 3.4%
7. BUILDING AND PARKING LOT COVERAGE: 47,313 SF – 67%
8. PARKING – 75 PARKING STALLS PROVIDED

BASIS OF BEARINGS

THE BEARING, NORTH 24°29'00" WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF MONTEREY ROAD AS SHOWN ON TRACT NO. 9887, AS FILED IN BOOK 815 OF MAPS, PAGES 41-44, SANTA CLARA COUNTY RECORDS.



VICINITY MAP

NO SCALE

OWNER

ALCINI PARTNERSHIP
1518 PADRES DRIVE
SAN JOSE, CA 95125

DEVELOPER

URBAN HOUSING COMMUNITIES
2000 EAST FOURTH STREET, SUITE 205
SANTA ANA, CA 92705

TELEPHONE: 714 835-3966

LANDSCAPE ARCHITECT

AITKEN ASSOCIATES
3675 HECKER PASS HIGHWAY
GILROY, CA 95020

OFFICE: 408 842-0245

ARCHITECT

MICHAEL BALL ARCHITECTS
4761 HALBRENT AVENUE
SHERMAN OAKS, CA 91403

CIVIL ENGINEER

HANNA & BRUNETTI
7651 EIGLEBERRY STREET
GILROY, CA 95020

OFFICE: 408 842-2173

FAX: 408 842-3662

EMAIL: ENGINEERING@HANNABRUNETTI.COM

date: _____17

Hanna – Brunetti

Amanda Joy Musy-Verdel

R.C.E. # 69,278

expires: 6/30/18



LEGEND

EXISTING	PROPOSED	
(W)	(W)	CONTOUR ELEVATION
(SD)	(SD)	WATER MAIN
(SS)	(SS)	(length) LF (size) SD @ S=grade
		(length) LF (size) SS @ S=grade
		SANITARY SEWER
		ELECTROUR
		FLOW DIRECTION
		DROP INLET
		MANHOLE
		CURB INLET
		WATER METER SERVICE
		FIRE HYDRANT
		WATER VALVE
		SIDEWALK
		VERTICAL CURB
		CURB & GUTTER
		JOINT TRENCH
		RETAINING WALL
		DRAINAGE SWALE
		SEWER LATERAL

SHEET INDEX

- C.1 COVER SHEET
- C.2 PROJECT NOTES
- C.3 GRADING & DRAINAGE PLAN
- C.4-C.5 DETAILS
- C.6 EROSION CONTROL PLAN
- C.7 EROSION CONTROL DETAILS
- C.8 STORMWATER CONTROL PLAN

FOR AS SHOWN	DATE	BY
VERT	DATE	DATE
NO	DESCRIPTION	Revisions
AS BUILT	DATE	14018
JOB NUMBER	CITY ENGINEER	
KARE D BLAIR	EXPRES	
CITY OF MORGAN HILL	Public Works Dept.	
17575 Peak Avenue		
Morgan Hill, CA 95037		
(408) 778-6480		
City of Morgan Hill		
Public Works Department		
Cover Sheet		
Crossings at Monterey		
City File no.		
PRINT DATE		
SHEET NUMBER		
C.1 of 8		

PROJECT NOTES

1.

ALL WORK AND MATERIALS SHALL BE IN CONFORMANCE WITH THE FOLLOWING:

A.

STANDARD SPECIFICATIONS AND STANDARD DETAILS, LATEST EDITION, OF THE CITY OF MORGAN HILL.

B.

CALTRANS STANDARD SPECIFICATIONS AND STANDARD PLANS, LATEST EDITION.

C.

THESE PLANS AND SPECIFICATIONS AS APPROVED FOR CONSTRUCTION BY THE CITY OF MORGAN HILL, DEPARTMENT OF PUBLIC WORKS.

2.

CONTRACTOR SHALL SECURE AND COMPLY WITH CITY PERMIT REQUIREMENTS. CONTRACTOR SHALL NOTIFY THE CITY 2 WORKING DAYS PRIOR TO THE INTENTION TO COMMENCE WORK. (PUBLIC WORKS DEPARTMENT PHONE 408-776-7337).

3.

CONTRACTOR SHALL SUPPLY ALL EQUIPMENT, LABOR AND MATERIALS NECESSARY TO PERFORM THE WORK SHOWN ON THIS PLAN. CONTRACTOR SHALL USE ADEQUATE NUMBERS OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND THE METHOD NEEDED FOR PROPER PERFORMANCE OF THE WORK.

4.

CONTRACTOR SHALL COORDINATE ALL WORK, INCLUDING SUB-CONTRACTORS' WORK, SO AS TO ELIMINATE CONFLICTS AND WORK TOWARDS THE GENERAL GOOD AND COMPLETION OF THE ENTIRE PROJECT.

5.

A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. THE CONTRACTOR IS CAUTIONED THAT ONLY EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATION AND DEPTHS OF SUCH UNDERGROUND UTILITIES. HOWEVER, NEITHER THE CITY, NOR THE CONSULTANT CAN ASSUME RESPONSIBILITIES FOR THE COMPLETENESS OR SUCCEURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR IS HEREBY NOTIFIED THAT, PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND REQUESTING A VISUAL VERIFICATION OF THE LOCATIONS OF THEIR UNDERGROUND FACILITIES.

6.

THE UTILITY COMPANIES ARE MEMBERS OF THE UNDERGROUND SERVICE ALERT ONE CALL PROGRAM. THE CONTRACTOR OR ANY SUB-CONTRACTOR FOR THIS CONTRACT SHALL NOTIFY MEMBER OF THE U.S.A. 2 WORKING DAYS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING THE TOLL-FREE NUMBER 800-227-2600. EXCAVATION IS DEFINED AS BEING 18 OR MORE INCHES IN DEPTH BELOW THE EXISTING GROUND.

7.

THE CONTRACTOR SHALL REMOVE ALL OBSTRUCTIONS, BOTH ABOVE GROUND AND UNDERGROUND, EXCEPT AS NOTED IN ITEM 5 ABOVE, AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.

8.

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ANY CURRENTLY APPLICABLE SAFETY LAW OF ANY JURISDICTIONAL BODY. FOR INFORMATION REGARDING THIS PROVISION, THE CONTRACTOR IS DIRECTED TO CONTACT THE STATE OF CALIFORNIA, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH, SAN JOSE, CA, PHONE (408) 452-7288. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES, AND CONTROL OF TRAFFIC WITHIN THE CONSTRUCTION AREA. FOR ALL TRENCH EXCAVATION FIVE (5) FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH, 2010 N. FIRST STREET, SUITE 401, SAN JOSE, CA 95131, PRIOR TO BEGINNING ANY EXCAVATION. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.

9.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS AND OTHER SURVEY MARKERS DURING CONSTRUCTION. ALL SUCH MONUMENTS OR MARKERS DAMAGED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.

10.

WHERE THE FIRM OF HANNA & BRUNETTI DOES NOT PROVIDE CONSTRUCTION STAKES, SAID FIRM WILL ASSUME NO RESPONSIBILITY WHATSOEVER FOR IMPROVEMENTS CONSTRUCTED THEREFROM.

11.

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

12.

THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL. ALL WARNING AND TRAFFIC CONTROL SIGNS, AND LOCATIONS FOR THE SIGNS SHALL BE IN ACCORDANCE WITH CALTRANS REQUIREMENTS AND APPROVED BY THE CITY ENGINEER.

13.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB, AND SHALL NOTIFY HANNA & BRUNETTI OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING SHOP DRAWINGS BEFORE PROCEEDING WITH ANY FABRICATION.

14.

ANY DISCREPANCIES OR OMISSIONS FOUND IN THE CONTRACT DOCUMENTS SHALL BE REPORTED TO THE CITY ENGINEER AND THE DESIGN ENGINEER IMMEDIATELY. THE DESIGN ENGINEER WILL CLARIFY DISCREPANCIES OR OMISSIONS, IN WRITING, WITHIN A REASONABLE TIME.

15.

BEFORE ORDERING STREET NAME SIGNS, THE CONTRACTOR SHALL CONTACT THE CITY FOR VERIFICATION OF STREET NAMES AND MANUFACTURER OF CITY STANDARD SIGNS. (PUBLIC WORKS DEPARTMENT PHONE 408-776-7337).

16.

CONTRACTOR SHALL POSSESS A VALID CLASS A - GENERAL ENGINEERING CONTRACTOR LICENSE.

17.

THE SITE IS AN AREA OF HIGH ARCHEOLOGICAL PROBABILITY. IN THE EVENT THAT ARCHEOLOGICAL OR HISTORICAL TRACES ARE ENCOUNTERED DURING GRADING, THE WORK SHALL BE STOPPED, THE COMMUNITY DEVELOPMENT DEPARTMENT SHALL BE CONTACTED, AND AN ARCHEOLOGIST SHALL BE RETAINED AT THE CITY'S EXPENSE TO EXAMINE THE FIND AND TO MAKE THE APPROPRIATE RECOMMENDATIONS. (PLNG)
- UNDERGROUND NOTES (GENERAL)
1.

CONTRACTOR SHALL EXPOSE AND VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES, INCLUDING STORM DRAINS, SANITARY SEWERS AND WATER LINES, BEFORE ORDERING MATERIALS AND/OR CONSTRUCTING NEW FACILITIES.

2.

ALL MANHOLES AND VALVE BOXES TO BE SET FLUSH WITH FINISHED GRADE, UNLESS OTHERWISE NOTED.

3.

ALL TRENCHES AND EXCAVATIONS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH THE APPLICABLE SECTIONS OF CALIFORNIA AND FEDERAL O.S.H.A. REQUIREMENTS AND OTHER APPLICABLE SAFETY ORDINANCES. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR TRENCH SHORING DESIGN AND INSTALLATION. SEE GENERAL NOTES, NOTE 8.

4.

PIPE MATERIALS AND INSTALLATION PROCEDURE SHALL BE IN ACCORDANCE WITH APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS AND THE MANUFACTURER'S RECOMMENDATIONS.

5.

SHOULD ANY WATER SYSTEM MAINS OR SERVICES BE DAMAGED BY THE CONTRACTOR, THE WATER SYSTEM SHALL BE REPAIRED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE WATER PURVEYOR OR CITY. THE WATER PURVEYOR SHALL BE PROMPTLY NOTIFIED AND REPAIRS SHALL BE MADE, AS DESIGNATED BY THE WATER PURVEYOR AT THE CONTRACTOR'S EXPENSE.

6.

TRENCHES SHALL BE BACKFILLED WITH COMPACTED SAND BACKFILL MATERIAL IN ACCORDANCE WITH CITY STANDARD DETAILS U2, U-3, U-4. A SAMPLE ANALYSIS BY A GEOTECHNICAL ENGINEER OR A CERTIFICATE OF COMPLIANCE FROM THE MATERIAL SUPPLIER SHALL BE SUBMITTED FOUR (4) DAYS BEFORE INTENDED USE, FOR APPROVAL BY THE CITY ENGINEER. BACKFILL WITHIN THE TRENCHES SHALL BE COMPACTED TO A MINIMUM RELATIVE COMPACTION OF 95% BASED UPON THE ASTM TEST DESIGNATIONS D1557, D1556 AND D2992.

7.

ALL AIR AND WATER PRESSURE TESTING OF PIPE SHALL BE WITNESSED BY THE CITY INSPECTOR. CLOSED CIRCUIT SEWER INSPECTION SHALL BE PERFORMED, REVIEWED AND ACCEPTED BY THE CITY ENGINEER PRIOR TO AND AFTER PLACING ALL AGGREGATE BASE.
- STORM DRAIN
1.

DRAINAGE PIPE SHALL BE AS SHOWN ON THE PLANS AND PER SD-1.

2.

STORM DRAIN MANHOLES SHALL BE CONSTRUCTED TO THE CITY STANDARD SPECIFICATIONS AND STANDARD DETAIL - SD-1.

3.

CATCH BASINS SHALL BE CONSTRUCTED TO THE CITY STANDARD SPECIFICATIONS AND STANDARD DETAILS - SD-5 & SD-6.

4.

STORM DRAIN PIPE SHALL BE AS FOLLOWS:

REINFORCED CONCRETE PIPE (RCP) SHALL BE CLASS IV AND SHALL MEET CALTRANS STANDARD SPECIFICATIONS, SECTION 65-1.06 REQUIREMENTS FOR RUBBER GASKETED JOINTS.
- SANITARY SEWER
1.

SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED TO THE CITY STANDARD SPECIFICATIONS AND STANDARD DETAILS S-4 AND S-5.

2.

SANITARY SEWER PIPE SHALL BE POLY VINYL CHLORIDE (PVC) PLASTIC GRAVITY SEWER PIPE WITH INTEGRAL WALL BELL AND SPIGOT JOINTS FOR THE CONVEYANCE OF DOMESTIC SEWAGE. ALL SOLID WALL PIPE, FITTINGS AND COUPLINGS IN 4" THROUGH 15" INCH THICKNESS, INTEGRAL BELL GASKET JOINTS. PIPE SHALL BE MADE OF PVC PLASTIC HAVING A CELL CLASSIFICATION OF 12454A AS DEFINED IN ASTM D1784 AND SHALL HAVE A SDR OF 26 AND MINIMUM PIPE STIFFNESS OF 46 PSI ACCORDING TO ASTM D2412. PIPE, FITTINGS AND COUPLINGS SHALL BE MARKED PER ASTM REQUIREMENTS. RUBBER GASKETS SHALL BE FACTORY INSTALLED AND CONFORM TO ASTM F477.

3.

PIPE SHALL BE INSTALLED IN COMPLIANCE WITH THE STANDARD SPECIFICATIONS AND THE MANUFACTURERS RECOMMENDED TRENCH CONSTRUCTION PRACTICE FOR PVC SEWER PIPE.

4.

ALL SEWER SERVICES SHALL BE 6" PVC SEWER PIPE, SDR26 PVC MIN.

5.

SEWER SERVICE LATERALS SHALL BE CONSTRUCTED TO THE CITY STANDARD SPECIFICATIONS AND STANDARD DETAILS S-2 AND ALL NEW SEWER PIPE SERVICE CONNECTIONS SHALL BE INSTALLED WITH WYE FITTINGS. NEW SERVICES ON EXISTING SEWER PIPES SHALL BE CONNECTED WITH WYE SADDLES WITH STAINLESS STEEL BANDS. EXISTING SERVICES SHALL BE CONNECTED WITH APPROPRIATE ADAPTERS AND FITTINGS FOR CONNECTING VARIOUS PIPES, MATERIALS AND SIZES.

6.

ALL SEWER SERVICES SHALL BE MARKED WITH A "S" ON FACE OF CURB, PER STANDARD DETAIL S-2

7.

FLUSHING BRANCHES SHALL BE CONSTRUCTED TO THE CITY STANDARD SPECIFICATIONS AND STANDARD DETAILS - S-I, S-II, S-III.

8.

ALL ONSITE CONSTRUCTION ACTIVITY SHALL BE LIMITED TO THE WORK HOURS SET FORTH IN THE MHMC. (BLDG)

MHMC 8.2. WORK SHALL BE LIMITED TO THE FOLLOWING HOURS:

7:00 AM THRU 8:00 PM MONDAY THRU FRIDAY.

SATURDAY BY APPROVAL ONLY.

NO WORK SHALL BE PERFORMED ON SUNDAY OR ON ANY FEDERAL HOLIDAY. ANY WORK DONE IN A PUBLIC RIGHT-OF-WAY ON SATURDAY SHALL BE PER PRIOR APPROVAL OF THE PUBLIC WORKS DEPARTMENT.

WATER SYSTEM

1.

ALL WORK SHALL BE IN CONFORMANCE WITH THE FOLLOWING:

A.

APPLICABLE SECTIONS OF THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, LATEST EDITION.

B.

STANDARD SPECIFICATIONS AND STANDARD DETAILS, LATEST EDITION, CITY OF MORGAN HILL.
2.

MATERIALS - ALL PIPE, VALVES, FITTINGS, CONNECTIONS, AND APPURTENANCES THERETO SHALL CONFORM TO THE PROVISIONS OF THESE SPECIFICATIONS OR AS SPECIFICALLY SET FORTH IN THE SUPPLEMENTAL CONDITIONS. THE DEPARTMENT OF PUBLIC WORKS MAINTAINS A LISTING OF APPROVED HYDRANTS, METERS AND WATER SERVICE MATERIAL AND FITTINGS WHICH ESTABLISH A STANDARD OF MATERIAL QUALITY FOR THE CITY WATER SYSTEM. MATERIAL USED SHALL BE LIMITED TO THOSE ON THIS LISTING.

ALL TEES, VALVES, REDUCERS, ETC. SHALL BE FLANGE BY FLANGE (FLxFL) CONNECTED. FITTING TO WATER MAIN CONNECTION MAY BE FLANGE X MECHANICAL JOINT (FLxMJ). ALL PIPES AND FITTINGS (EXCEPT VALVES) SHALL HAVE A MINIMUM WORKING PRESSURE OF ONE HUNDRED FIFTY (150) POUNDS PER SQUARE INCH (PSI) AND CONFORM TO THE FOLLOWING REQUIREMENTS:

DUCTILE IRON PIPE - DUCTILE IRON PIPE FOR WATER SHALL BE DUCTILE IRON PIPE CLASS 50 (MINIMUM) SLIP ON, MJ, OR FLANGE. THICKER PIPE WILL BE REQUIRED AS BURIAL DEPTH DICTATES.

DUCTILE IRON PIPE SHALL COMPLY WITH ANSI/AWWA C151/A21.51 FOR A MINIMUM WORKING PRESSURE OF 150 PSI UNLESS OTHERWISE SPECIFIED. DUCTILE IRON PIPE SHALL CONFORM TO AND BE TESTED IN ACCORDANCE WITH ASTM E8 AND E23. CASTING GRADE FOR PIPE SHALL BE 60-42-10. LAYING LENGTH SHALL BE THE MANUFACTURER'S STANDARD LENGTH, NORMALLY 18 FEET. SHORTER LENGTHS MAY BE USED WHEN REQUIRED FOR CLOSURES AND PROPER LOCATION OF SPECIAL SECTIONS.

THE INTERIOR SURFACE OF ALL DUCTILE IRON PIPE SHALL BE CEMENT-MORTAR LINED AND SEAL COATED IN CONFORMANCE WITH ANSI/AWWA C104/A21.4 AND THE EXTERIOR SURFACE SHALL HAVE AN ASPHALTIC COATING, APPROXIMATELY 1 MIL THICK.

FITTINGS SHALL BE PUSH-ON, MECHANICAL, OR FLANGED-TYPE DUCTILE IRON OR CAST IRON AND SHALL CONFORM TO ANSI/AWWA C111/A21.11 OR ANSI/AWWA C110/A21.10 DESIGNED FOR 1 WORKING PRESSURE OF 250 PSI. DUCTILE IRON CASTINGS SHALL CONFORM TO AND BE TESTED IN ACCORDANCE WITH ASTM A536, EXCEPT THE CASTING GRADE SHALL BE 70-50-05. COATING AND LINING REQUIREMENTS SHALL BE THE SAME AS SPECIFIED FOR PIPE.
- JOINTS SHALL BE PUSH-ON, MECHANICAL, OR FLANGED TYPE AND SHALL CONFORM TO ANSI/AWWA C111/A21.11 AND ANSI/AWWA C110/B16.1 AND A21.10 WITH RUBBER GASKETS UNLESS OTHERWISE SPECIFIED.
3.

CAST IRON FITTINGS - CAST IRON FITTINGS SHALL BE USED ON ALL DUCTILE IRON AND POLYVINYL CHLORIDE PIPELINES AND SHALL CONFORM TO ANSI/AWWA C110/A21.10 IN MATERIAL, BODY THICKNESS, AND RADI OF CURVATURE. THE FITTINGS SHALL BE COATED WITH A CEMENT MORTAR LINING, IN ACCORDANCE WITH ANSI/AWWA C104/A21.4.
- CAST IRON FITTINGS SHALL BE CLASS D FITTINGS CONFORMING TO ASTM DESIGNATION 126 AND SHALL BE ONE HUNDRED TWENTY-FIVE (125) PSI STANDARD. ALL VALVES AND FITTINGS SHALL ALL BE FLANGED.
4.

VALVES - VALVES SHALL BE FURNISHED AND INSTALLED PER CITY STANDARD DETAIL NO. W-8.

5.

GASKETS - GASKETS FOR FLANGED JOINTS SHALL BE EITHER RING OR FULL FACE, ONE EIGHTH (1/8) INCH RUBBER GASKETS, CONFORMING TO THE DIMENSIONS IN ANSI/AWWA C115/A21.15, APPENDIX A.

6.

THRUST BLOCKS - THRUST BLOCKS SHALL CONFORM TO THE STANDARD DRAWINGS W-12, W-13, W-14. CONCRETE FOR THRUST BLOCKS SHALL BE CLASS B WITH ONE AND ONE-HALF (1-1/2) INCH MAX. SIZE AGGREGATE IN ACCORDANCE WITH SECTION 90 OF THE STANDARD SPECIFICATIONS. EBAA IRON WORKS MEGA LUG MJ MAY BE SUBSTITUTED FOR THRUST BLOCKS. CONTRACTOR SHALL SUBMIT RESTRAINED LENGTH CALCS. FOR APPROVAL BY THE CITY ENGINEER PRIOR TO USE OF MEGA-LUG RESTRAINTS.
7.

FIRE HYDRANTS ASSEMBLIES - FIRE HYDRANTS SHALL BE FURNISHED AND INSTALLED PER CITY STANDARD DETAILS W-9, W-11, W-12.
8.

SERVICE LINES - SERVICE LINES UP TO AND INCLUDING METER CONNECTION SHALL BE AS DETAILED IN THE STANDARD DRAWINGS W-1, AS APPLICABLE FOR THE SERVICE INTENDED AND WITH THE AWWA STANDARD C800. FINAL LOCATION OF WATER SERVICES SHALL BE DETERMINED BY THE PROJECT ENGINEER PRIOR TO CONSTRUCTION.
- ALL WATER SERVICES SHALL BE MARKED WITH A "W" ON FACE OF CURB, PER CITY STANDARD DETAIL W-1
- MATERIALS - ALL WATER SERVICE LINES SHALL BE 1 INCH IN DIAMETER UNLESS OTHERWISE SPECIFIED. WATER SERVICE PIPE MATERIAL UP TO AND INCLUDING 2 INCHES SHALL BE COPPER WATER TUBING, "TYPE K", SOFT TEMPERED, MEETING ASTM B88 AND ANSI/AWWA C800. SERVICES TWO (2) INCHES AND LARGER SHALL BE CONSIDERED AS A SPECIAL CONDITION AND WILL REQUIRE THE PRIOR APPROVAL OF THE CITY ENGINEER.
9.

WATER METERS - WATER METERS SHALL BE OBTAINED FROM THE CITY OF MORGAN HILL AND INSTALLED IN ACCORDANCE WITH STANDARD DETAILS W-1, W-1A, W-1B.
10.

TAPS INTO DUCTILE IRON PIPE SHALL BE BY MACHINE. CONTRACTOR SHALL PERFORM ALL SERVICE TAPS AS THE CITY DOES NOT PROVIDE THIS SERVICE. HOT TAPS TO MAIN LINES WILL BE ALLOWED ONLY UPON APPROVAL OF THE CITY ENGINEER. TAPPING SLEEVES MAY ONLY BE USED WHERE A WATER MAIN IS AT LEAST TWO NOMINAL SIZES LARGER THAN THE PROPOSED BRANCH. LESS THAN TWO NOMINAL SIZE DIFFERENTIAL MAY BE ALLOWED UPON CITY ENGINEER APPROVAL, BUT WILL BE ALLOWED ON WATER MAINS THAT ARE NOT DUCTILE IRON.
- GRADING AND PAVING NOTES
1.

ALL WORK SHALL BE IN CONFORMANCE WITH THE FOLLOWING:

A.

APPLICABLE SECTIONS OF THE CALTRANS STANDARD SPECIFICATIONS, LATEST EDITION.

B.

STANDARD SPECIFICATIONS AND STANDARD DETAILS, LATEST EDITION OF THE CITY OF MORGAN HILL.

2.

CONTRACTOR SHALL NOTIFY THE CITY 2 WORKING DAYS BEFORE STARTING GRADING WORK.

3.

WORK SHALL CONSIST OF ALL EARTHWORK RELATED TO THE PROJECT; ALL CLEARING, GRUBBING, STRIPPING, ROUGH GRADING, PREPARATION OF FOUNDATION AND MATERIALS FOR RECEIVING FILLS, EXCAVATION, IMPORT AND/OR EXPORT OF FILL, PROCESSING, PLACEMENT AND COMPACTION OF FILL MATERIALS, PLACEMENT OF SUBSURFACE DRAINS, PLACEMENT OF AGGREGATE BASE MATERIAL, ASPHALT CONCRETE (AC) AND/OR PORTLAND CEMENT CONCRETE (PCC) PAVING, AND ALL SUBSIDIARY WORK NECESSARY TO COMPLETE THE GRADING AND PAVING TO CONFORM TO THE LINES, GRADES, AND SLOPES, AS SHOWN ON THESE PLANS.

4.

SITE CONDITIONS: THE CONTRACTOR SHALL VISIT THE SITE, EXAMINE AND NOTE ALL CONDITIONS AS TO THE CHARACTER AND EXTENT OF WORK INVOLVED.

5.

CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS OR CERTIFICATES AS REQUIRED BY THE CITY.

6.

ALL EARTHWORK SHALL BE CONSTRUCTED PER THE GRADING SPECIFICATIONS OF CALTRANS STANDARDS. ALL SOIL SHALL BE COMPACTED TO A MINIMUM OF 90% RELATIVE COMPACTION, AS REQUIRED BY THE ASTM TEST DESIGNATIONS D1557, D1556, AND D2992, EXCEPT THE PAVEMENT SUB-GRADE. THE "1" INCH" OF SUBGRADE SHALL BE COMPACTED TO 95% RELATIVE COMPACTION, THE EXACT DEPTH SHALL BE DETERMINED BY THE GEOTECHNICAL ENGINEER AND/OR AS SHOWN ON THESE PLANS. SUBEXCAVATION BELOW EXISTING GRADE SHALL BE REQUIRED WITHIN AREAS WHICH ARE TO SUPPORT BUILDINGS, CONCRETE SLABS ON GRADE, PAVEMENTS OR STRUCTURAL FILL.

7.

BACKFILL FOR UNDERGROUND UTILITIES PLACED ON THE SITE SHALL CONSIST OF CLEAN, IMPORTED SAND MATERIAL (MINIMUM S.E. = 30) TO A MINIMUM OF 12 INCHES OVER THE CONDUIT, UNLESS SHOWN OTHERWISE ON THE PLAN.

BACKFILL FOR UNDERGROUND UTILITIES PLACED IN EXISTING PUBLIC STREETS SHALL BE PER CITY STD. DRAWINGS U-3 AND U-4.

A SAMPLE SHALL BE SUBMITTED FOUR (4) DAYS BEFORE INTENDED USE, FOR REVIEW BY THE ENGINEER. BACKFILL WITHIN THE UTILITY TRENCHES SHALL BE COMPACTED TO A MINIMUM RELATIVE COMPACTION OF 90% DEPENDING UPON THE TYPE OF UTILITY AND BASED UPON THE ASTM TEST DESIGNATIONS D1557, D1556 AND D2992.

8.

AT ALL TIMES DURING CONSTRUCTION AND UNTIL FINAL COMPLETION, THE CONTRACTOR, WHEN HE OR HIS SUBCONTRACTORS ARE OPERATING EQUIPMENT ON THE SITE, SHALL PREVENT THE FORMATION OF AN AIRBORNE DUST NUISANCE BY WATERING AND/OR TREATING THE SITE OF THE WORK IN SUCH A MANNER THAT WILL CONFINE DUST PARTICLES TO THE IMMEDIATE SURFACE OF THE WORK. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE DONE BY THE DUST FROM HIS OR HER SUBCONTRACTOR'S ACTIVITIES IN PERFORMING THE WORK UNDER THIS CONTRACT. THE PRICES FOR THE VARIOUS ITEMS OF WORK SHALL COVER THIS DUST CONTROL.

9.

ALL AGGREGATE SUBBASE AND AGGREGATE BASE MATERIAL, AND THE HANDLING AND PLACEMENT THEREOF, SHALL BE IN CONFORMANCE WITH CALTRANS STANDARD SPECIFICATIONS. AGGREGATE SUBBASE SHALL BE CLASS 1. AGGREGATE BASE SHALL BE CLASS 1. COMPACT TO A MINIMUM OF 95% RELATIVE COMPACTION.

10.

A PRIME COAT OF LIQUID ASPHALT, GRADE MC-70, CONFORMING TO CALTRANS STANDARD SPECIFICATIONS, SHALL BE APPLIED AT THE RATE OF 0.25+ GALLONS PER SQUARE YARD TO THE SURFACE OF AGGREGATE BASE PRIOR TO PLACEMENT OF ASPHALT CONCRETE.

11.

ASPHALT CONCRETE (AC) SHALL CONSIST OF A MIXTURE OF SAND, MINERAL AGGREGATE, AND LIQUID ASPHALT, DESIGNATED AS CALTRANS STANDARD SPECIFICATIONS, TYPE "B", 1/2" MAXIMUM, MEDIUM GRADING. MIXED IN SUCH PROPORTIONS THAT THE PERCENTAGE BY WEIGHT WILL BE WITHIN:

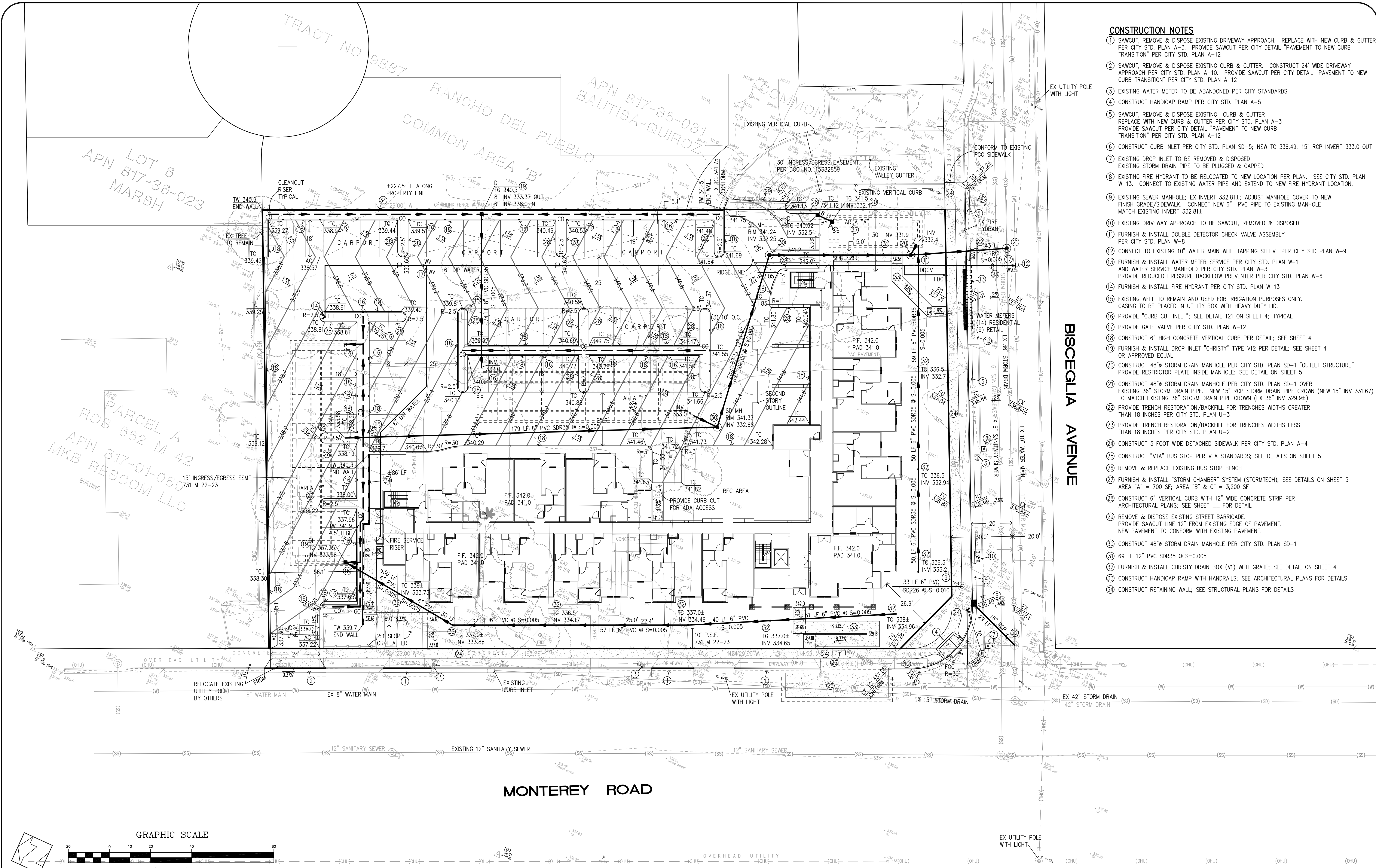
SIEVE SIZES	OPERATING RANGE (PERCENTAGE PASSING)
3/4"	100%
1 1/2"	92+100%
3/8"	80-95%
NO. 4	59-66%
NO. 8	43-49%
NO. 30	22-27%
NO. 200	3- 8%

PLUS PAVING ASPHALT, VISCOSITY GRADE AR4000 AT 5 TO 6-1/2% OF THE COMBINED DRY AGGREGATES.

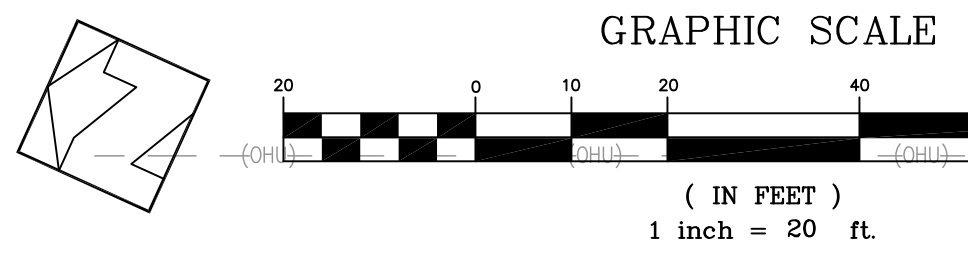
ACTUAL MIX DESIGN SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL AT LEAST 10 WORKING DAYS PRIOR TO STARTING ANY PAVING WORK.
- PAINT BINDER OF ASPHALT EMULSION, GRADE CRS-1, APPLIED TO EXISTING ASPHALT CONCRETE SURFACES AND VERTICAL CONCRETE SURFACES TO RECEIVE ASPHALT CONCRETE.
- FOG SEAL, GRADE CSS-1H, CONFORMING TO CALTRANS STANDARD SPECIFICATION, SHALL BE APPLIED AT THE RATE OF 0.10+ GALLONS PER SQUARE YARD TO THE SURFACE OF ALL NEW ASPHALT CONCRETE PAVEMENT, PER CSS SECTION 37
- MATERIALS AND INSTALLATION OF PORTLAND CEMENT CONCRETE CURB, GUTTER AND SIDEWALK SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE CALTRANS STANDARD SPECIFICATIONS AND THE CITY STANDARD SPECIFICATIONS AND DETAILS.
- EXISTING A.C. SURFACE SHALL BE SAW CUT TO A NEAT STRAIGHT LINE PARALLEL WITH THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. WHEN TRENCHING THROUGH CURB, GUTTER AND SIDEWALK A SAW CUT WILL BE USED. WHERE EXISTING PAVEMENT IS TRENCHED, REPLACE WITH 4" A.C. AND 12" A.B. MINIMUM OR MATCH THE EXISTING SECTION, WHICHEVER IS GREATER. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED AND RESEALED PRIOR TO REPAVING.
- ALL VALVE BOXES AND MANHOLES TO BE SET FLUSH WITH FINISHED GRADE, UNLESS OTHERWISE NOTED.
- PAINT BINDER OF ASPHALT EMULSION, GRADE CRS-1, APPLIED TO EXISTING ASPHALT CONCRETE SURFACES AND VERTICAL CONCRETE SURFACES TO RECEIVE ASPHALT CONCRETE.
- FOG SEAL, GRADE CSS-1H, CONFORMING TO CALTRANS STANDARD SPECIFICATION, SHALL BE APPLIED AT THE RATE OF 0.10+ GALLONS PER SQUARE YARD TO THE SURFACE OF ALL NEW ASPHALT CONCRETE PAVEMENT, PER CSS SECTION 37
- MATERIALS AND INSTALLATION OF PORTLAND CEMENT CONCRETE CURB, GUTTER AND SIDEWALK SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE CALTRANS STANDARD SPECIFICATIONS AND THE CITY STANDARD SPECIFICATIONS AND DETAILS.
- EXISTING A.C. SURFACE SHALL BE SAW CUT TO A NEAT STRAIGHT LINE PARALLEL WITH THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. WHEN TRENCHING THROUGH CURB, GUTTER AND SIDEWALK A SAW CUT WILL BE USED. WHERE EXISTING PAVEMENT IS TRENCHED, REPLACE WITH 4" A.C. AND 12" A.B. MINIMUM OR MATCH THE EXISTING SECTION, WHICHEVER IS GREATER. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED AND RESEALED PRIOR TO REPAVING.
- ALL VALVE BOXES AND MANHOLES TO BE SET FLUSH WITH FINISHED GRADE, UNLESS OTHERWISE NOTED.
- PAINT BINDER OF ASPHALT EMULSION, GRADE CRS-1, APPLIED TO EXISTING ASPHALT CONCRETE SURFACES AND VERTICAL CONCRETE SURFACES TO RECEIVE ASPHALT CONCRETE.
- FOG SEAL, GRADE CSS-1H, CONFORMING TO CALTRANS STANDARD SPECIFICATION, SHALL BE APPLIED AT THE RATE OF 0.10+ GALLONS PER SQUARE YARD TO THE SURFACE OF ALL NEW ASPHALT CONCRETE PAVEMENT, PER CSS SECTION 37
- MATERIALS AND INSTALLATION OF PORTLAND CEMENT CONCRETE CURB, GUTTER AND SIDEWALK SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE CALTRANS STANDARD SPECIFICATIONS AND THE CITY STANDARD SPECIFICATIONS AND DETAILS.
- EXISTING A.C. SURFACE SHALL BE SAW CUT TO A NEAT STRAIGHT LINE PARALLEL WITH THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. WHEN TRENCHING THROUGH CURB, GUTTER AND SIDEWALK A SAW CUT WILL BE USED. WHERE EXISTING PAVEMENT IS TRENCHED, REPLACE WITH 4" A.C. AND 12" A.B. MINIMUM OR MATCH THE EXISTING SECTION, WHICHEVER IS GREATER. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED AND RESEALED PRIOR TO REPAVING.
- ALL VALVE BOXES AND MANHOLES TO BE SET FLUSH WITH FINISHED GRADE, UNLESS OTHERWISE NOTED.
- APPROVAL OF THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE, IS REQUIRED ON COMPLETED WORK PRIOR TO:

(A) PLACING OF ANY CONCRETE, (B) PLACING OF AGGREGATE BASE, (C) PLACING OF ASPHALT CONCRETE, (D) BACK FILLING TRENCHES FOR PIPE. WORK DONE WITHOUT SUCH APPROVAL SHALL BE AT THE CONTRACTOR'S RISK. SUCH APPROVAL SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER.
- PRIOR TO PERFORMING THE FINAL GRADING AND SUB-GRADE COMPACTION FOR THE PAVED AREAS, THE CONTRACTOR SHALL REVIEW THE PROPOSED GRADES WITH THE CITY ENGINEER AND COMPLY WITH HIS REQUESTS FOR ANY MINOR GRADE CHANGES.
- PAVEMENT CRACKS SHALL BE CLEANED WITH A STIFF BRISTLED BROOM AND COMPRESSED AIR, TO REMOVE DIRT AND ORGANIC MATERIAL, PRIOR TO APPLYING THE CRACK SEALER.
- PRIOR TO CHIP SEAL PLACEMENT, PAVEMENT SURFACES SHALL BE CLEANED OF ANY DEBRIS, OIL AND GREASE SPOTS. AFTER CLEANING AND PRIOR TO CHIP SEAL PLACEMENT, OIL AND GREASE SPOTS SHALL BE SEALED WITH ASPHALTIC EMULSION CSS-1H, 50% ASPHALTIC EMULSION AND 50% WATER, APPLIED AT THE RATE OF 0.05 (AVERAGE) GAL. PER SQUARE YARD, OR AS DIRECTED BY THE ENGINEER.
- PAVEMENT MARKINGS AND LEGENDS (WARNING LEGENDS, TURN ARROWS, AND SUCH OTHER MARKINGS SHOWN ON THE PLANS) SHALL BE PAINTED WITH THE USE OF STENCILS. THE CITY ENGINEER SHALL APPROVE THE STENCIL DETAILS PRIOR TO USE.
- PAVEMENT MARKERS SHALL CONFORM TO SECTION 85 OF THE CALTRANS STANDARD SPECIFICATIONS AND THE SUPPLEMENTARY CONDITIONS.
- WHEELCHAIR ACCESS RAMPS SHALL BE PER CITY STANDARD DETAIL A-1, A-2. (NOTE THAT THE RAMP SHALL BE 7'-0" LONG WITH A 4'-0" LANDING PER TITLE 24, CAC AND THE 12" TACTILE STRIP [GROOVING] SHALL BE PLACED AT THE GRADE BREAKS PER THE STANDARD DETAIL.)
- ALL RETAINING WALLS 12" OR HIGHER SHALL BE CONCRETE GRAVITY BLOCK OR CMU.
- ALL DAMAGED CURB, GUTTER AND PAVEMENT IS SUBJECT TO REMOVAL AND REPLACEMENT ACROSS THE PROPERTY FRONTAGE UPON THE EVALUATION OF THE SENIOR PUBLIC WORKS INSPECTOR. DAMAGED PAVEMENT ACROSS PROPERTY FRONTAGE SUBJECT TO GRIND AND OVERLAY.
- TREE PROTECTION
1.

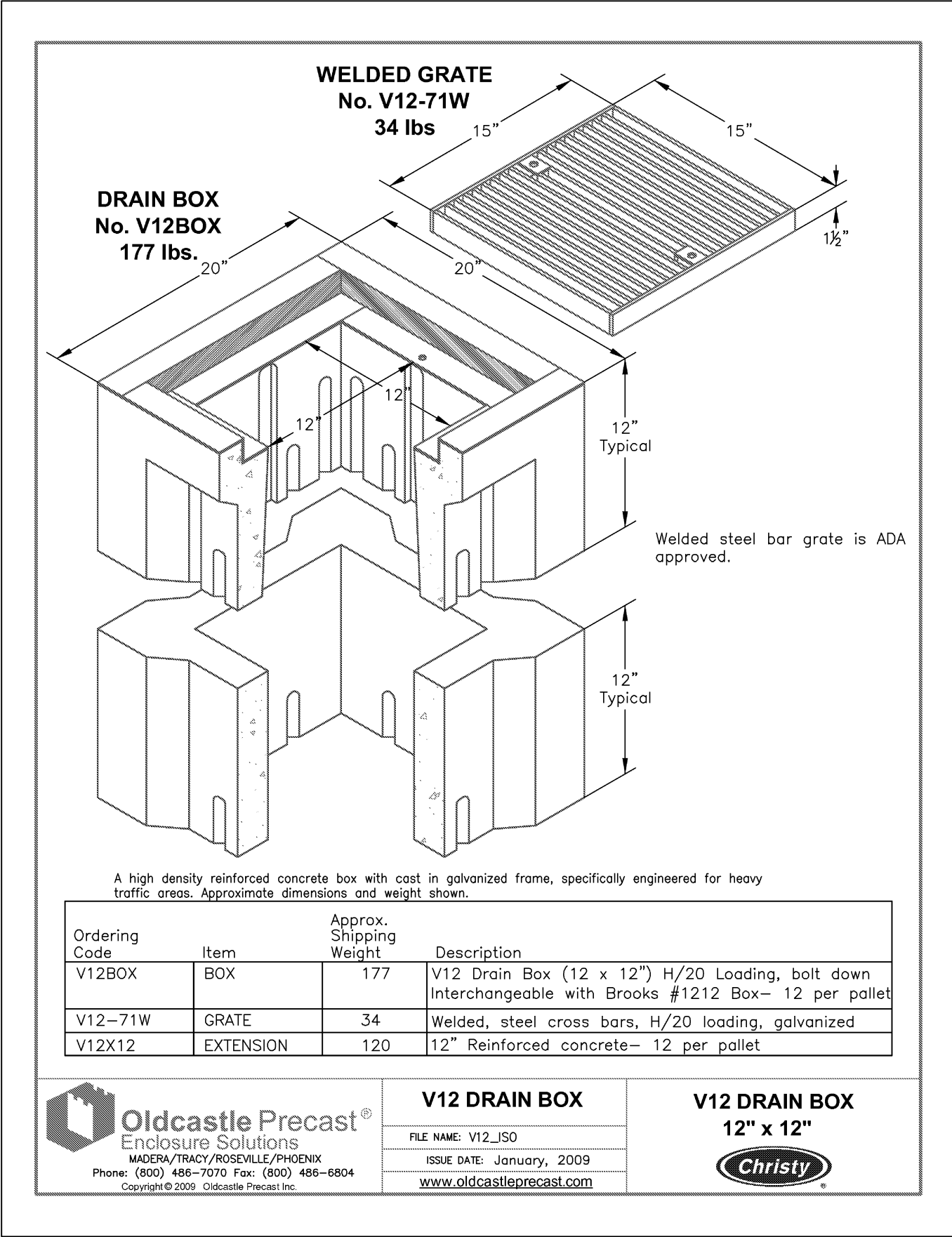
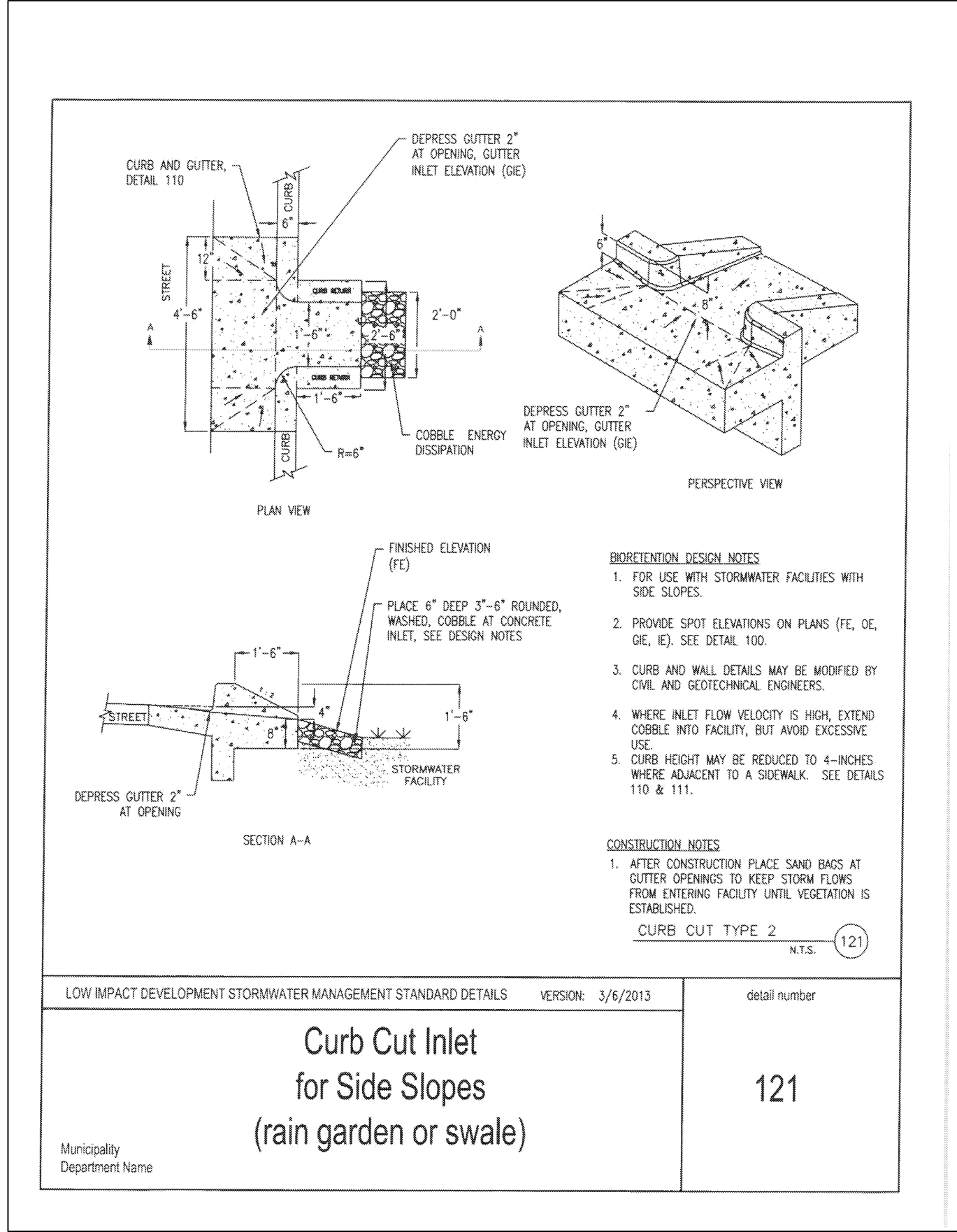
CONTRACTOR SHALL CONTACT TREE ARBORIST PRIOR TO CONSTRUCTION NEAR OR IN DIPLINE OF TREES TO REMAIN. CONSTRUCTION SHALL CONFORM TO ALL REQUIREMENTS OF SAID ARBORIST.
- SHEET NOTE:
- IN CASE OF CONFLICT BETWEEN THE PROJECT NOTES (THIS SHEET) AND THE CITY REQUIRED GENERAL NOTES (SHEET 2), THE CITY REQUIRED GENERAL NOTES SHALL GOVERN, OR SHALL BE RESOLVED BY THE CITY ENGINEER.
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| NO. | DESCRIPTION | DATE | BY | |
| Revisions | | | | |
- CITY OF MORGAN HILL
Public Works Dept.
100 Edes Ct.
Morgan Hill, CA 95037
(408) 776-7337
- | | | |
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| DRAWN | DESIGN | HOR |
| CHECKED | DATE | VERT |
| APPROVED | DATE | AS BUILT |
| KARL D. BJARKE - CITY ENGINEER
P.C.E. #28921 EXP. 3/31/07 | | |
| JOB NUMBER
14018 | | |
-
- City of Morgan Hill
Public Works Department
- Project Notes
Crossings at Monterey
- | |
|--------------------------|
| PLAN SET |
| PRINT DATE |
| SHEET NUMBER
C.2 OF 8 |
- Packet Pg. 355



- CONSTRUCTION NOTES**
- SAWCUT, REMOVE & DISPOSE EXISTING DRIVEWAY APPROACH. REPLACE WITH NEW CURB & GUTTER PER CITY STD. PLAN A-3. PROVIDE SAWCUT PER CITY DETAIL "PAVEMENT TO NEW CURB TRANSITION" PER CITY STD. PLAN A-12
 - SAWCUT, REMOVE & DISPOSE EXISTING CURB & GUTTER. CONSTRUCT 24" WIDE DRIVEWAY APPROACH PER CITY STD. PLAN A-10. PROVIDE SAWCUT PER CITY DETAIL "PAVEMENT TO NEW CURB TRANSITION" PER CITY STD. PLAN A-12
 - EXISTING WATER METER TO BE ABANDONED PER CITY STANDARDS
 - CONSTRUCT HANDICAP RAMP PER CITY STD. PLAN A-5
 - SAWCUT, REMOVE & DISPOSE EXISTING CURB & GUTTER. REPLACE WITH NEW CURB & GUTTER PER CITY STD. PLAN A-3. PROVIDE SAWCUT PER CITY DETAIL "PAVEMENT TO NEW CURB TRANSITION" PER CITY STD. PLAN A-12
 - CONSTRUCT CURB INLET PER CITY STD. PLAN SD-5; NEW TC 336.49; 15" RCP INVERT 333.0 OUT
 - EXISTING DROP INLET TO BE REMOVED & DISPOSED. EXISTING STORM DRAIN PIPE TO BE PLUGGED & CAPPED
 - EXISTING FIRE HYDRANT TO BE RELOCATED TO NEW LOCATION PER PLAN. SEE CITY STD. PLAN W-13. CONNECT TO EXISTING WATER PIPE AND EXTEND TO NEW FIRE HYDRANT LOCATION.
 - EXISTING SEWER MANHOLE; EX INVERT 332.81±; ADJUST MANHOLE COVER TO NEW FINISH GRADE/SIDEWALK. CONNECT NEW 6" PVC PIPE TO EXISTING MANHOLE. MATCH EXISTING INVERT 332.81±
 - EXISTING DRIVEWAY APPROACH TO BE SAWCUT, REMOVED & DISPOSED
 - FURNISH & INSTALL DOUBLE DETECTOR CHECK VALVE ASSEMBLY PER CITY STD. PLAN W-8
 - CONNECT TO EXISTING 10" WATER MAIN WITH TAPPING SLEEVE PER CITY STD. PLAN W-9
 - FURNISH & INSTALL WATER METER SERVICE PER CITY STD. PLAN W-1 AND WATER SERVICE MANIFOLD PER CITY STD. PLAN W-3. PROVIDE REDUCED PRESSURE BACKFLOW PREVENTER PER CITY STD. PLAN W-6
 - FURNISH & INSTALL FIRE HYDRANT PER CITY STD. PLAN W-13
 - EXISTING WELL TO REMAIN AND USED FOR IRRIGATION PURPOSES ONLY. CASING TO BE PLACED IN UTILITY BOX WITH HEAVY DUTY LID.
 - PROVIDE "CURB CUT INLET"; SEE DETAIL 121 ON SHEET 4; TYPICAL
 - PROVIDE GATE VALVE PER CITY STD. PLAN W-12
 - CONSTRUCT 6" HIGH CONCRETE VERTICAL CURB PER DETAIL; SEE SHEET 4
 - FURNISH & INSTALL DROP INLET "CHRISTY" TYPE V12 PER DETAIL; SEE SHEET 4 OR APPROVED EQUAL
 - CONSTRUCT 48" Ø STORM DRAIN MANHOLE PER CITY STD. PLAN SD-1 "OUTLET STRUCTURE" PROVIDE RESTRICTOR PLATE INSIDE MANHOLE; SEE DETAIL ON SHEET 5
 - CONSTRUCT 48" Ø STORM DRAIN MANHOLE PER CITY STD. PLAN SD-1 OVER EXISTING 36" STORM DRAIN PIPE. NEW 15" RCP STORM DRAIN PIPE CROWN (NEW 15" INV 331.67) TO MATCH EXISTING 36" STORM DRAIN PIPE CROWN (EX 36" INV 329.94)
 - PROVIDE TRENCH RESTORATION/BACKFILL FOR TRENCHES WIDTHS GREATER THAN 18 INCHES PER CITY STD. PLAN U-3
 - PROVIDE TRENCH RESTORATION/BACKFILL FOR TRENCHES WIDTHS LESS THAN 18 INCHES PER CITY STD. PLAN U-2
 - CONSTRUCT 5 FOOT WIDE DETACHED SIDEWALK PER CITY STD. PLAN A-4
 - CONSTRUCT "VTA" BUS STOP PER VTA STANDARDS; SEE DETAILS ON SHEET 5
 - REMOVE & REPLACE EXISTING BUS STOP BENCH
 - FURNISH & INSTALL "STORM CHAMBER" SYSTEM (STORMTECH); SEE DETAILS ON SHEET 5. AREA "A" = 700 SF; AREA "B" & "C" = 3,200 SF
 - CONSTRUCT 6" VERTICAL CURB WITH 12" WIDE CONCRETE STRIP PER ARCHITECTURAL PLANS; SEE SHEET ___ FOR DETAIL
 - REMOVE & DISPOSE EXISTING STREET BARRICADE. PROVIDE SAWCUT LINE 12" FROM EXISTING EDGE OF PAVEMENT. NEW PAVEMENT TO CONFORM WITH EXISTING PAVEMENT.
 - CONSTRUCT 48" Ø STORM DRAIN MANHOLE PER CITY STD. PLAN SD-1
 - 69 LF 12" PVC SDR35 @ S=0.005
 - FURNISH & INSTALL CHRISTY DRAIN BOX (V1) WITH GRATE; SEE DETAIL ON SHEET 4
 - CONSTRUCT HANDICAP RAMP WITH HANDRAILS; SEE ARCHITECTURAL PLANS FOR DETAILS
 - CONSTRUCT RETAINING WALL; SEE STRUCTURAL PLANS FOR DETAILS



CITY OF MORGAN HILL Public Works Dept. 100 Edes Ct. Morgan Hill, CA 95037 (408) 776-7337				DRAWN	DESIGN	HOR	1"=20'
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				KARL D. BJARKE - CITY ENGINEER P.C.E. # 28821 EXP. 3/31/07			
				JOB NUMBER 14018			
City of Morgan Hill Public Works Department							PLAN SET
Preliminary Grading & Drainage Plan Crossings at Monterey							PRINT DATE
							SHEET NUMBER
							C.3 OF 8



MAINTENANCE TASK (ROUTINE MAINTENANCE OF FLOW-THRU PLANTERS)

1. INSPECT THE PLANTER SURFACE AREA, INLETS AND OUTLETS FOR OBSTRUCTIONS AND TRASH; CLEAR ANY OBSTRUCTIONS AND REMOVE TRASH.
2. INSPECT PLANTER FOR STANDING WATER. IF STANDING WATER DOES NOT DRAIN WITHIN 2-3 DAYS, THE SURFACE BIOTREATMENT SOIL SHOULD BE TILLED OR REPLACED WITH THE APPROVED SOIL MIX AND REPLANTED. USE THE CLEANOUT RISER TO CLEAR ANY UNDERDRAINS OF OBSTRUCTIONS OR CLOGGING MATERIAL.
3. CHECK FOR ERODED OR SETTLED BIOTREATMENT SOIL MEDIA. LEVEL SOIL WITH RAKE AND REMOVE/REPLANT VEGETATION AS NECESSARY.
4. MAINTAIN THE VEGETATION AND IRRIGATION SYSTEM. PRUNE AND WEED TO KEEP FLOW-THROUGH PLANTER NEAT AND ORDERLY IN APPEARANCE.
5. EVALUATE HEALTH AND DENSITY OF VEGETATION. REMOVE AND REPLACE ALL DEAD AND DISEASED VEGETATION. REMOVE EXCESSIVE GROWTH OF PLANTS THAT ARE TOO CLOSE TOGETHER.
6. USE COMPOST AND OTHER NATURAL SOIL AMENDMENTS AND FERTILIZERS INSTEAD OF SYNTHETIC FERTILIZERS, ESPECIALLY IF THE SYSTEM USES AN UNDERDRAIN.
7. INSPECT THE OVERFLOW PIPE TO MAKE SURE THAT IT CAN SAFELY CONVEY EXCESS FLOWS TO A STORM DRAIN. REPAIR OR REPLACE ANY DAMAGED OR DISCONNECTED PIPING. USE THE CLEANOUT RISER TO CLEAR UNDERDRAINS OF OBSTRUCTIONS OR CLOGGING MATERIAL.
8. INSPECT THE ENERGY DISSIPATOR AT THE INLET TO ENSURE IT IS FUNCTIONING ADEQUATELY, AND THAT THERE IS NO SCOUR OF THE SURFACE MULCH. REMOVE ANY ACCUMULATION OF SEDIMENT.
9. INSPECT AND, IF NEEDED, REPLACE WOOD MULCH. IT IS RECOMMENDED THAT 2" TO 3" OF COMPOSTED ARBOR MULCH BE APPLIED ONCE A YEAR.
10. INSPECT SYSTEM FOR EROSION OF BIOTREATMENT SOIL MEDIA, LOSS OF MULCH, STANDING WATER, CLOGGING OVERFLOWS, WEEDS, TRASH AND DEAD PLANTS. IF USING ROCK MULCH, CHECK FOR 3" OF COVERAGE.
11. INSPECT SYSTEM FOR STRUCTURAL INTEGRITY OF WALLS, FLOW SPREADERS, ENERGY DISSIPATORS, CURB CUTS, OUTLETS AND FLOW SPLITTERS.

FREQUENCY OF TASK

1. QUARTERLY
2. QUARTERLY
3. QUARTERLY
4. QUARTERLY
5. ANNUALLY, BEFORE THE RAINY SEASON BEGINS
6. ANNUALLY, BEFORE THE RAINY SEASON BEGINS
7. ANNUALLY, BEFORE THE RAINY SEASON BEGINS
8. ANNUALLY, BEFORE THE RAINY SEASON BEGINS
9. ANNUALLY, BEFORE THE RAINY SEASON BEGINS
10. ANNUALLY, AT THE END OF THE RAINY SEASON AND/OR AFTER LARGE STORM EVENTS
11. ANNUALLY, AT THE END OF THE RAINY SEASON AND/OR AFTER LARGE STORM EVENTS

SITE DESIGN MEASURES

1. DIRECT RUNOFF FROM ROOFS, SIDEWALKS, PATIOS TO LANDSCAPED AREAS.
2. PARKING: IN TOP OF OR UNDER BUILDING.

SOURCE CONTROL MEASURES

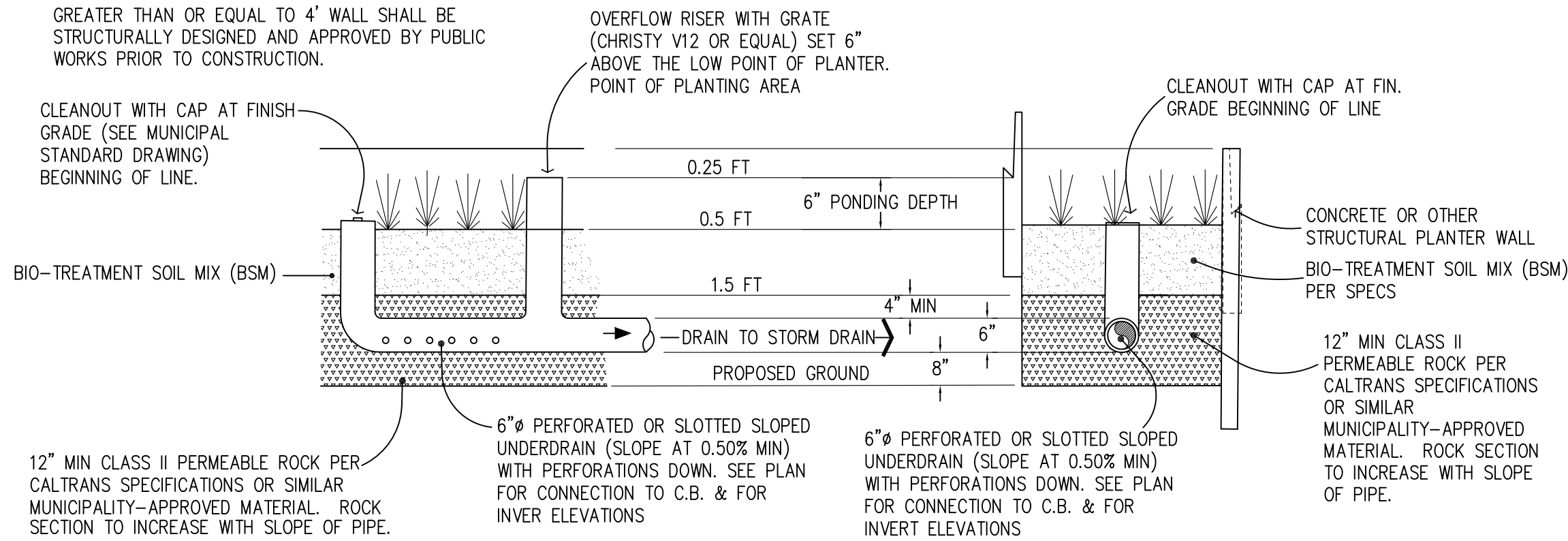
1. COVERED DUMPSTER AREA AND INTERIOR PARKING STRUCTURES DRAIN TO SANITARY SEWER.
2. USE OF WATER EFFICIENT IRRIGATION SYSTEMS.
3. MAINTENANCE (PAVEMENT SWEEPING, CATCH BASIN CLEANING, GOOD HOUSEKEEPING.
4. STORM DRAIN LABELING.

OPERATIONS AND MAINTENANCE

1. RESPONSIBLE PARTY: ANIL PATEL
1036 FOURTH ST
SAN JOSE, CA

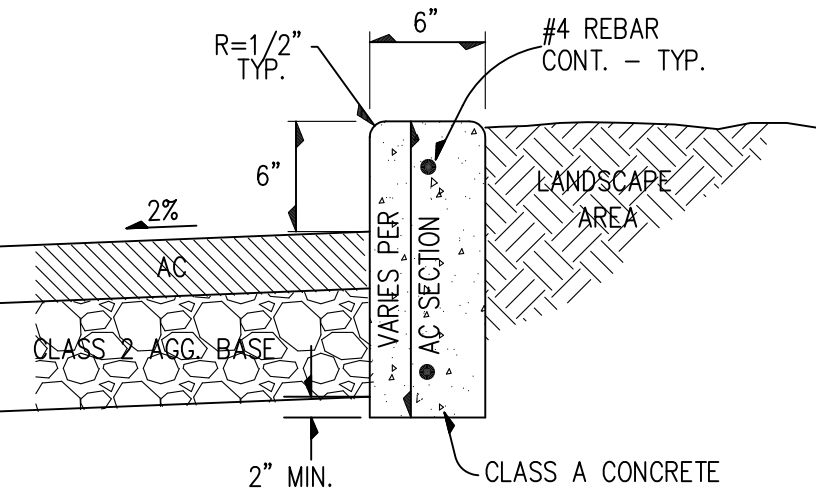
NOTES:

1. INCLUDE 3 INCHES OF COMPOSTED, NON-FLOATABLE MULCH IN AREAS BETWEEN STORMWATER TREATMENT PLANTINGS.
2. IF ONLY ONE DOWNSPOUT LOCATED WITH THE FLOW-THROUGH PLANTER INCLUDE A FLOW-SPREADER TO EVENLY DISTRIBUTE THE FLOW THROUGHOUT THE PLANTER.
3. IF TOP OF PLANTER WALL TO BOTTOM OF FOOTING IS GREATER THAN OR EQUAL TO 4' WALL SHALL BE STRUCTURALLY DESIGNED AND APPROVED BY PUBLIC WORKS PRIOR TO CONSTRUCTION.

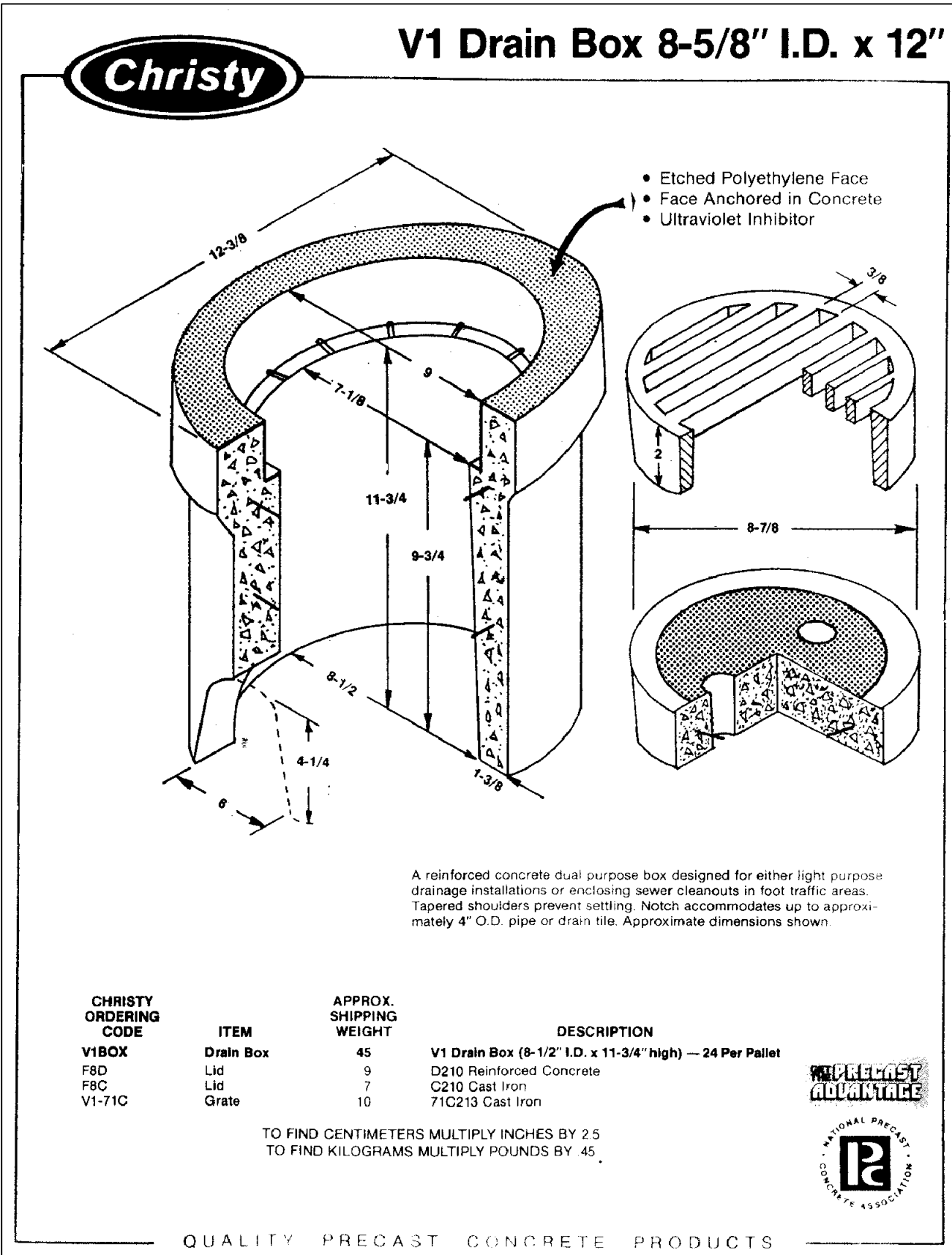


TYPICAL FLOW-THROUGH PLANTER DETAIL

NO SCALE



VERTICAL CURB
NO SCALE



NO.	DESCRIPTION	DATE	BY	
Revisions				

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Public Works Dept.
100 Edes Ct.
Morgan Hill, CA 95037
(408) 776-7337

DRAWN	DESIGN	HOR
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APPROVED	DATE	AS BUILT
KARL D. BJARKE — CITY ENGINEER P.C.E. #28921		JOB NUMBER 14018
EXP. 3/31/07		



City of Morgan Hill
Public Works Department

Details
Crossings at Monterey

PLAN SET
PRINT DATE
SHEET NUMBER C.4 OF 8

	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS, CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE (B' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBERS. NOTE THAT THE INITIAL SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M45 A-1, A-2.4, A-1.5 OR AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57, 58, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 85% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN), DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE (A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M3 ¹ 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. ^{1,2}

ADDITIONAL NOTES:
 1. ADD GEOSYNTHETICS 6011T NON-WOVEN GEOTEXTILE ALL AROUND CLEAN, CRUSHED, ANGULAR STONE IN A & B LAYERS.

PERIMETER STONE (SEE NOTE 6)

EXCAVATION WALL (LOPED OR VERTICAL)

SC-740 END CAP

SUBGRADE SOILS

PAVEMENT LAYER (DESIGNED BY SITE DESIGN ENGINEER)

12" (300 mm) MIN

6" (150 mm) MIN

51" (1295 mm)

12" (300 mm) TYP

6" (150 mm) MIN

18" (450 mm) MIN

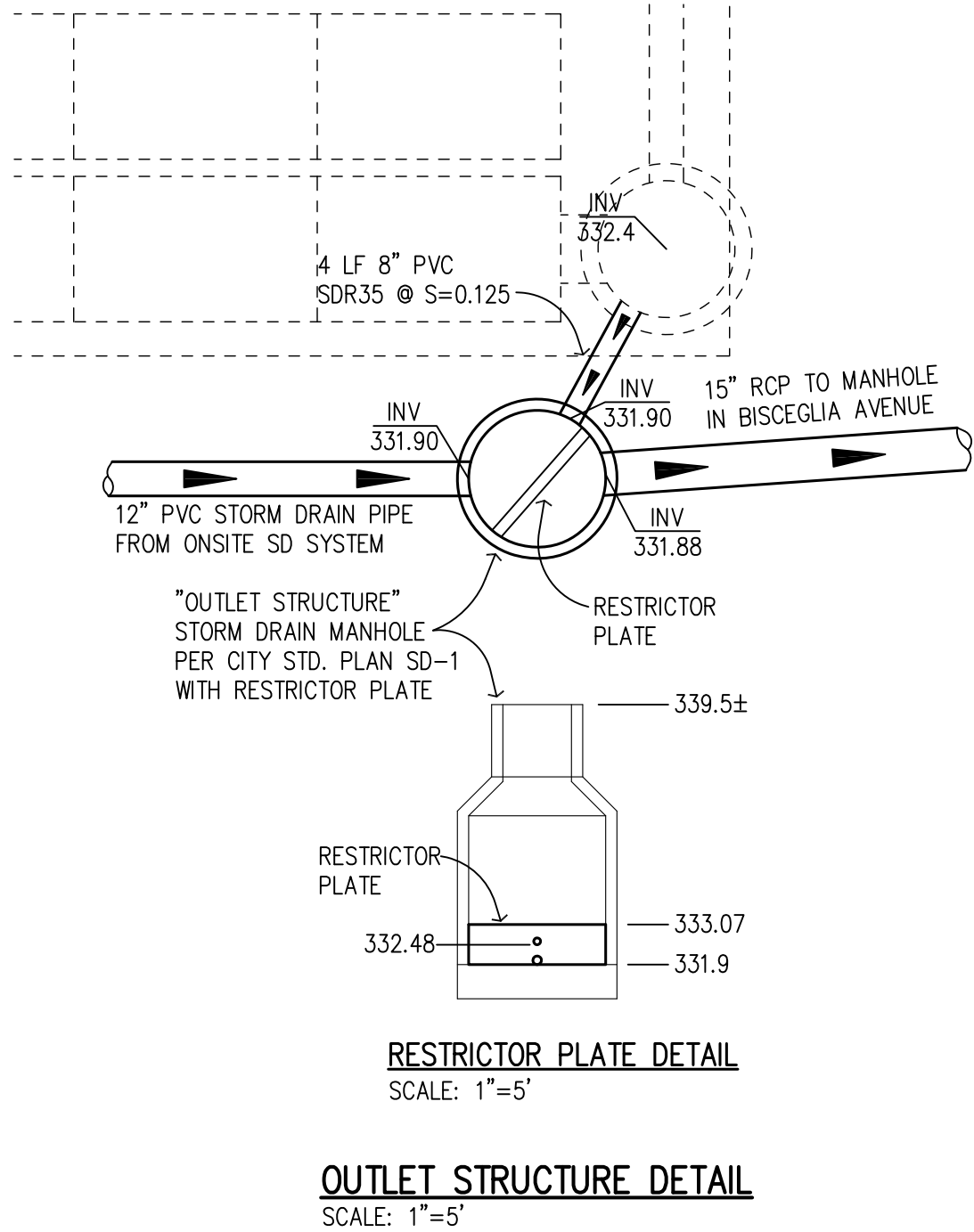
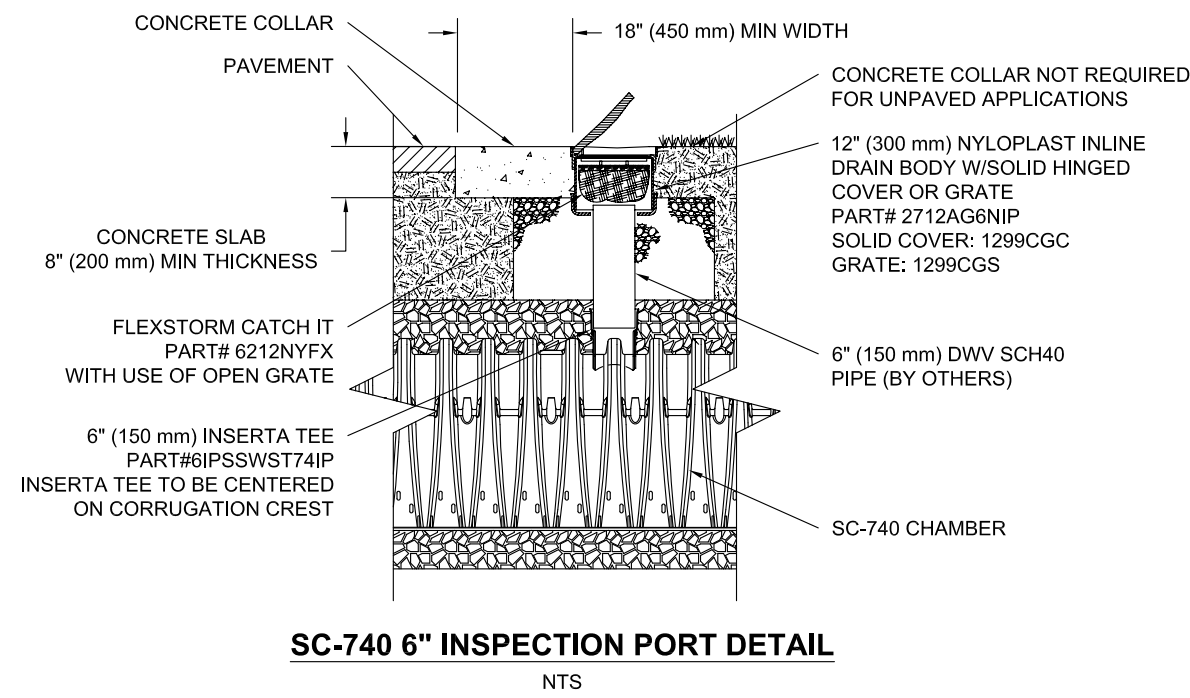
8" (200 mm) MAX

30" (760 mm)

DEPTH OF STONE TO BE DETERMINED BY SITE DESIGN ENGINEER 6" (150 mm) MIN

Diagram Description: This technical cross-section diagram illustrates the construction of a trench or drainage system. The trench is filled with stone in two distinct layers, labeled A and B. Layer A is the bottom layer, and Layer B is the upper layer. The stone is contained within a perimeter of stone and is surrounded by a geosynthetic material (6011T non-woven geotextile) in both layers. The trench is lined with an excavation wall, which can be loped or vertical. The bottom of the trench is covered with subgrade soils. A drainage pipe, labeled SC-740, is installed in the trench, with an end cap at the bottom. The pipe is surrounded by a 6-inch (150 mm) minimum layer of stone. The trench is covered with a pavement layer, designed by the site design engineer. The depth of the stone fill is to be determined by the site design engineer, with a minimum of 6 inches (150 mm). The trench width is specified as 12 inches (300 mm) minimum, and the total width of the stone fill is 51 inches (1295 mm). The trench is also shown with a 6-inch (150 mm) minimum layer of stone on the sides and a 12-inch (300 mm) typical layer of stone on the bottom. The trench is also shown with a 6-inch (150 mm) minimum layer of stone on the sides and a 12-inch (300 mm) typical layer of stone on the bottom. The trench is also shown with a 6-inch (150 mm) minimum layer of stone on the sides and a 12-inch (300 mm) typical layer of stone on the bottom.

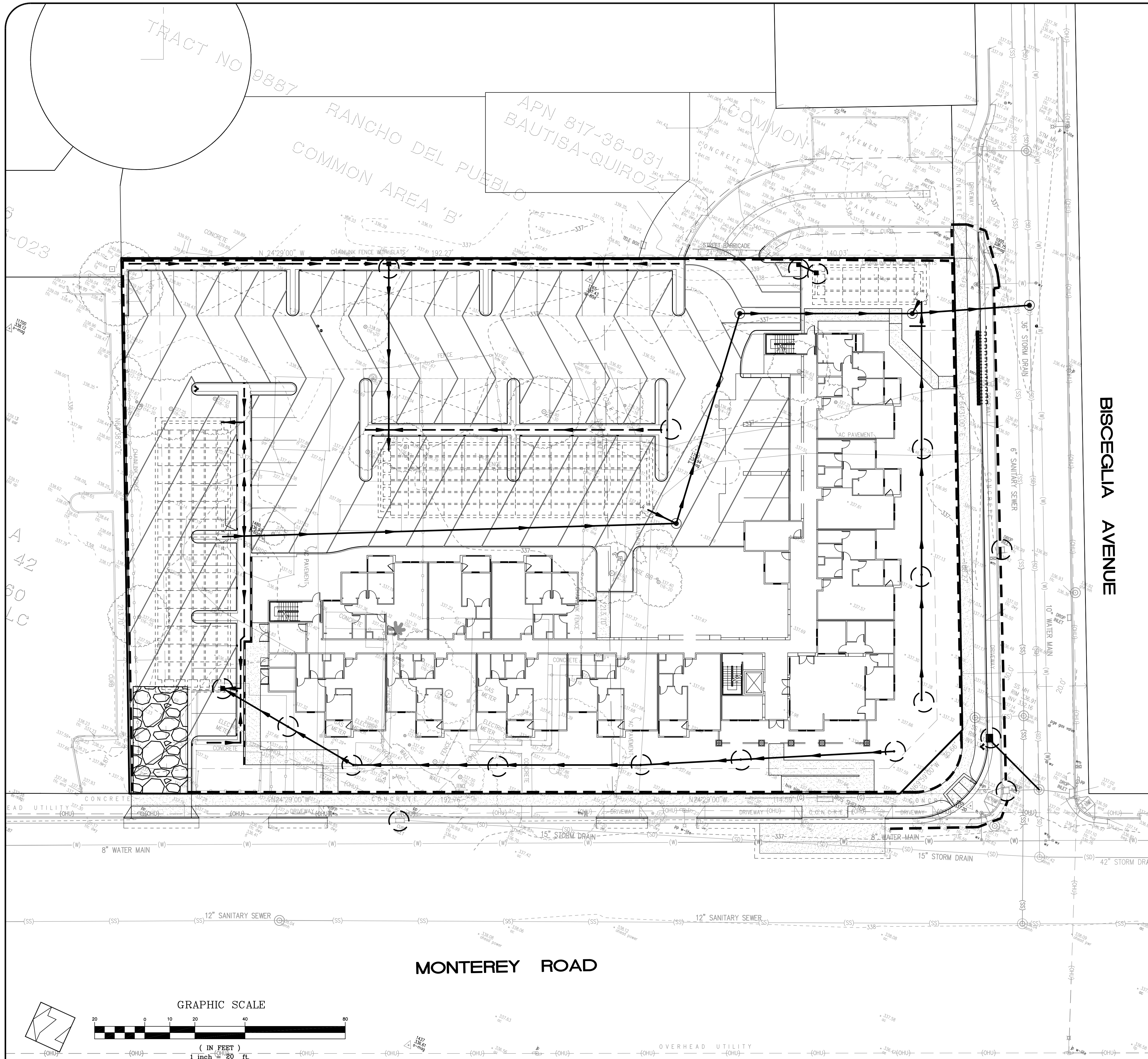
1. SC-740 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS"; OR ASTM F2922 "STANDARD SPECIFICATION FOR POLYETHYLENE (PE) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
2. SC-740 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
4. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
5. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
6. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE, MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.



PLAN SET

PRINT DATE

SHEET NUMBER
C.5 OF 8



EROSION CONTROL NOTES

- EROSION CONTROL MEASURES SHALL BE EFFECTIVE FOR CONSTRUCTION DURING THE RAINY SEASON; OCTOBER 15 THROUGH APRIL 15.
- NO STORM WATER RUNOFF SHALL BE ALLOWED TO DRAIN INTO THE EXISTING AND/OR PROPOSED UNDERGROUND STORM SYSTEM UNTIL SUITABLE EROSION CONTROL MEASURES ARE FULLY IMPLEMENTED. NO STORM WATER RUNOFF SHALL BE ALLOWED TO ENTER THE STORM DRAIN SYSTEM THAT IS NOT CLEAR, AND FREE OF SILTS.
- A FIBER ROLL BARRIER PER "DETAIL SE-5" SHALL BE INSTALL ALONG THE PERIMETER OF THE PROJECT SITE. THE LOCATION OF THE FIBER ROLL ALONG THE PERIMETER SHALL BE ADJUSTED TO ELIMINATE SEDIMENT LADEN RUNOFF FROM LEAVING THE SITE. A FIBER ROLL SHALL ALSO BE REQUIRED AROUND THE PERIMETER OF ANY STOCKPILE OR OTHER SITE OF BARE, LOOSE EARTH.
- ALL STORM DRAIN MANHOLES, CATCH BASINS, AND/OR DROP INLETS THAT ARE TO ACCEPT STORM WATER SHALL HAVE INLET PROTECTION MEASURES PER DETAIL SE-10. STORM WATER RUNOFF SHALL BE DIRECTED TO THESE INLETS ONLY. STORM DRAIN CATCH BASINS THAT ARE NOT COMPLETE, SHALL BE BLOCKED OFF COMPLETELY.
- THE NAME, ADDRESS, AND 24 HOUR TELEPHONE NUMBER OF THE PERSON RESPONSIBLE FOR THE IMPLEMENTATION OF THE EROSION CONTROL PLAN SHALL BE PROVIDED TO THE CITY.
- PRIOR TO GRADING, AN ENTRANCE SHALL BE CONSTRUCTED, CONSISTING OF A MINIMUM OF 50 LF OF DRAIN ROCK, 3" IN DIAMETER, PLACED OVER MIRAFI 500X (OR EQUAL) PER DETAIL TC-1. THE ENTRANCE SHALL CONFORM TO "CONSTRUCTION ENTRANCE DETAIL TC-1". THERE SHALL BE ONLY ONE ENTRANCE/EXIT POINT TO THE SITE DURING THE RAINY SEASON. THE LOCATION SHALL BE AS SHOWN ON THESE PLANS, OR AT A LOCATION APPROVED BY THE CITY.
- ALL AREAS OF BARE, TURNED OR DISTURBED EARTH SHALL BE STABILIZED BY USE OF HYDROSEED PER THE TABLE BELOW. ALL STOCKPILES, AND/OR BORROW AREAS SHALL BE PROTECTED WITH APPROPRIATE EROSION CONTROL MEASURES SUCH AS A PERIMETER SILT FENCE, AND OTHER METHODS TO PREVENT ANY EROSION OR SILTS MIGRATION. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED. CHANGES TO THE EROSION CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS, BUT ONLY WITH THE APPROVAL OF, OR AT THE DIRECTION OF THE COUNTY INSPECTOR. THE STORM DRAIN SYSTEM SHALL MAINTAIN A FORM OF DRAIN INLET PROTECTION UNTIL COUNTY ACCEPTS THE FINAL STREET IMPROVEMENTS. THE DRAIN INLET PROTECTION SHALL BE MAINTAINED, EFFECTIVE AND SUBJECT TO COUNTY INSPECTOR'S APPROVAL.
- ALL PAVED STREET, AND AREAS ADJACENT TO THE SITE SHALL BE KEPT CLEAR OF EARTH MATERIALS AND DEBRIS. THE SITE SHALL BE MAINTAINED SO AS TO ELIMINATE SEDIMENT LADEN RUNOFF FROM ENTERING THE STORM DRAIN SYSTEM.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSPECT AND REPAIR ALL EROSION CONTROL FACILITIES AT THE END OF EACH DAY DURING THE RAINY SEASON. ANY DAMAGED STRUCTURAL MEASURES ARE TO BE REPAIRED BY END OF THE DAY. TRAPPED SEDIMENT IN "SD INLETS" (AND OTHER EROSION CONTROL MEASURES) SHALL BE REMOVED TO MAINTAIN TRAP EFFICIENCY. REMOVED SEDIMENT SHALL BE DISPOSED BY SPREADING ON SITE, WHERE IT WILL NOT MIGRATE.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PREVENT THE FORMATION OF AIRBORNE DUST NUISANCE AND SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM A FAILURE TO DO SO.
- ALL DRAIN SWALES SHALL BE PER DETAIL EC-9.
- INCOMPLETE GRADING SHALL NOT BE ALLOWED. CONTRATOR SHALL MAINTAIN A DRAIN PATH AS SHOWN ON THIS PLAN. SAID DRAIN PATH SHALL BE MAINTAINED UNED DRAIN SWALES, AND INLET PROTECTION AT A MINIMUM. IF PONDING DOES OCCUR ON THE SITE AFTER GRADING, THE WATER MUST BE FREE AND CLEAR OF SEDIMENT PRIOR TO DISCHARGE TO THE STORM DRAIN SYSTEM. THIS REQUIREMENT MAY NECESSITATE THE USE OF NATURAL AND/OR MECHANICAL DESILTING METHODS, SUBJECT TO APPROVAL BY THE COUNTY INSPECTOR.
- F THESE EROSION CONTROL MEASURE PROVE INADEQUATE, STRAW MULCH, TACKIFIER, AND ADDITIONAL HYDROSEEDING MAY BE REQUIRED.

HYDROSEED TABLE

ITEM	LBS/ACRE
COMMON BARLEY	45
ANNUAL RYEGRASS	45
CRIMSON CLOVER	10
FERTILIZER 7-2-3	400
FIBER MULCH	2000
TACKIFIER	100

- ALL GRADING WORK BETWEEN OCTOBER 15th AND APRIL 15th IS AT THE DISCRETION OF THE CITY INSPECTOR.
- PROVIDE SHRUBS AND/OR TREES REQUIRED ON SLOPES GREATER THAN 15 FEET IN VERTICAL HEIGHT.
- THE OWNER/OWNER'S CONTRACTOR, AGENT, AND/OR ENGINEER SHALL INSTALL AND MAINTAIN THROUGHOUT THE DURATION OF CONSTRUCTION AND UNTIL THE ESTABLISHMENT OF PERMANENT STABILIZATION AND SEDIMENT CONTROL WITHIN THE SANTA CLARA COUNTY MAINTAINED ROAD RIGHT OF WAY AND ANY PORTION OF THE SITE WHERE STORM WATER RUN-OFF IS DIRECTLY FLOWING INTO THE SANTA CLARA COUNTY MAINTAINED ROAD RIGHT OF WAY BEST MANAGEMENT PRACTICES (BMP'S) TO PREVENT CONSTRUCTION MATERIALS, EXCAVATED MATERIALS, WASTE MATERIALS, AND SEDIMENT CAUSED BY EROSION FROM CONSTRUCTION ACTIVITIES ENTERING THE STORM DRAIN SYSTEM, WATERWAYS, AND ROADWAY INFRASTRUCTURE. BMP'S SHALL INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING PRACTICES APPLICABLE TO THE PUBLIC ROAD AND EXPRESSWAY FACILITIES:
 - REDUCTION OF POLLUTANTS IN STORM WATER DISCHARGES FROM THE CONSTRUCTION SITE AND THE CONTRACTOR'S MATERIAL AND EQUIPMENT LAYDOWN/STAGING AREAS.
 - PREVENTION OF TRACKING OF MUD, DIRT AND CONSTRUCTION MATERIALS ONTO PUBLIC ROAD RIGHT OF WAY.
 - PREVENTION OF DISCHARGE OF WATER RUNOFF DURING DRY AND WET WEATHER CONDITIONS ONTO PUBLIC ROAD RIGHT OF WAY
- THE OWNER/OWNER'S CONTRACTOR, AGENT, AND/OR ENGINEER SHALL ENSURE THAT ALL TEMPORARY CONSTRUCTION FACILITIES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION MATERIALS, DELIVERIES, HAZARDOUS AND NON-HAZARDOUS MATERIAL STORAGE, EQUIPMENT, TOOLS, PORTABLE TOILETS, CONCRETE WASHOUT, GARBAGE CONTAINERS, LAYDOWN YARDS, SECONDARY CONTAINMENT AREAS, ETC. ARE LOCATED OUTSIDE THE CITY RIGHT OF WAY AND ANY PORTION OF THE SITE WHERE STORM WATER RUN-OFF IS DIRECTLY FLOWING INTO THE CITY RIGHT OF WAY SHALL HAVE SEASONALLY APPROPRIATE BMP'S INSTALLED AND MAINTAINED AT ALL TIMES.

LEGEND



CONSTRUCTION ENTRANCE/EXIT PER DETAIL TC-1

--- FIBER ROLL BARRIER PER DETAIL SE-5



FIBER ROLL BARRIER PER DETAIL SE-5

NO.	DESCRIPTION	DATE	BY

CITY OF MORGAN HILL
Public Works Dept.
100 Edes Ct.
Morgan Hill, CA 95037
(408) 776-7337

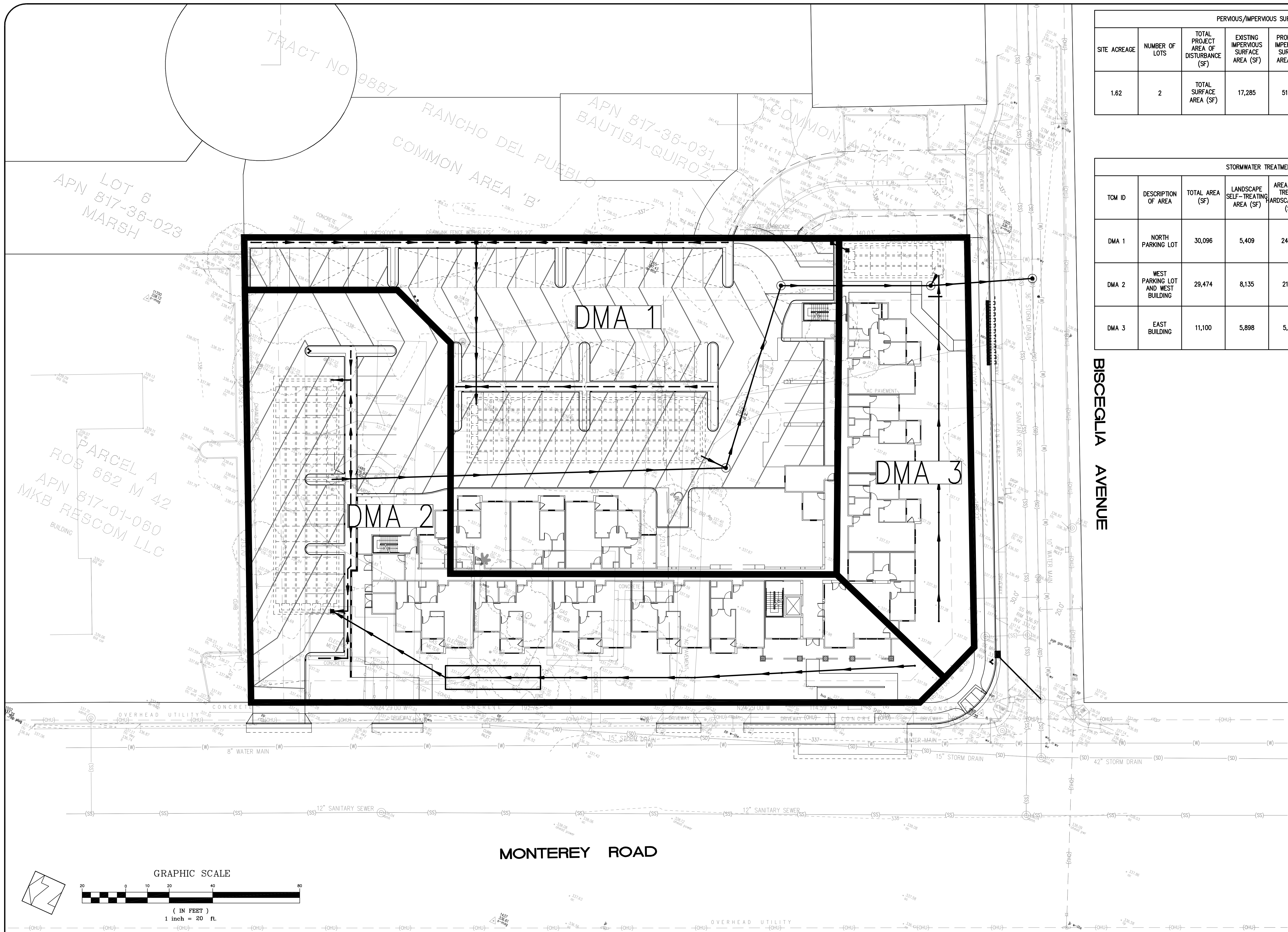
DRAWN	DESIGN	HOR
CHECKED	DATE	VERT
APPROVED	DATE	AS BUILT
KARL D. BJARKE - CITY ENGINEER P.C.E. #28921	EXP. 3/31/07	JOB NUMBER 14018



City of Morgan Hill
Public Works Department

Erosion Control Plan
Crossings at Monterey

PLAN SET
PRINT DATE
SHEET NUMBER
C.6 OF 8

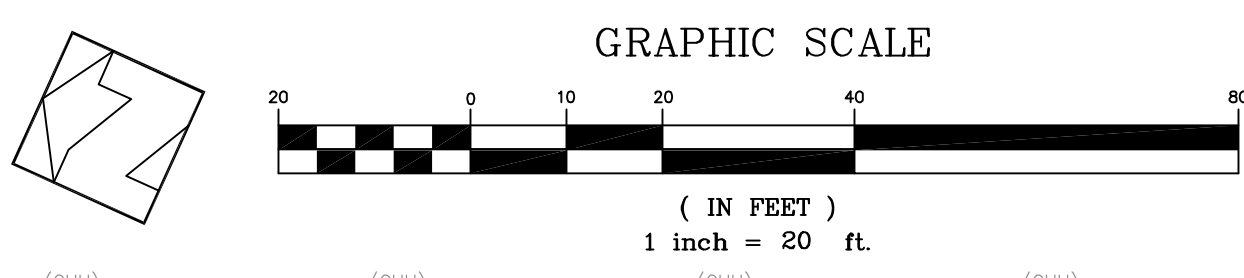


PERVIOUS/IMPERVIOUS SURFACE AREA						
SITE ACREAGE	NUMBER OF LOTS	TOTAL PROJECT AREA OF DISTURBANCE (SF)	EXISTING IMPERVIOUS SURFACE AREA (SF)	PROPOSED IMPERVIOUS SURFACE AREA (SF)	EXISTING OR REPLACED PERVIOUS SURFACE AREA (SF)	PROPOSED OR REPLACED PERVIOUS SURFACE AREA (SF)
1.62	2	TOTAL SURFACE AREA (SF)	17,285	51,180	11,767	19,442
			UNDERGROUND INFILTRATION CHAMBERS			

STORMWATER TREATMENT AREA						
TCM ID	DESCRIPTION OF AREA	TOTAL AREA (SF)	LANDSCAPE SELF-TREATING AREA (SF)	AREA TO BE TREATED HARDSCAPE/ROOF (SF)	TREATMENT AREA REQUIRED (10% RULE) (SF)	TREATMENT AREA PROVIDED (SF)
DMA 1	NORTH PARKING LOT	30,096	5,409	24,687	2,469	3,285
DMA 2	WEST PARKING LOT AND WEST BUILDING	29,474	8,135	21,291	2,129	3,285
DMA 3	EAST BUILDING	11,100	5,898	5,202	520	716
			UNDERGROUND INFILTRATION CHAMBER			

BISCAGLIA AVENUE

MONTEREY ROAD



NO.	DESCRIPTION	DATE	BY
Revisions			

CITY OF MORGAN HILL
Public Works Dept.
100 Edes Ct.
Morgan Hill, CA 95037
(408) 776-7337

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KARL D. BUARKE - CITY ENGINEER R.C.E. #28921	EXP. 3/31/07	JOB NUMBER 14018

City of Morgan Hill
Public Works Department

Stormwater Control Plan
Crossings at Monterey

PLAN SET
PRINT DATE
SHEET NUMBER
C.8 OF 8

Packet Pg. 361



CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

PREPARED BY: Anthony Eulo, Program Administrator
APPROVED BY: City Manager

RESOLUTION OF INTENT TO HOLD SPECIAL BALLOT PROCEEDING FOR SANDALWOOD SUBAREA OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1

RECOMMENDATION(S)

Open/Close public hearing and adopt resolution of intent.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility

REPORT NARRATIVE:

The purpose of this report is to provide the Council with an opportunity to consider and adopt a resolution authorizing the special ballot proceeding needed to increase the maximum level of assessment in the Sandalwood Subarea of Morgan Hill Landscape Assessment District Number 1 (District).

The City has been administering the various subareas contained in Morgan Hill Landscape Assessment District Number 1 since the 1990s. Each of these subareas function as a “mini-district” in which the revenues garnered through the annual assessments must only be used to pay the administrative and direct service costs for that subarea. One of these subareas, Sandalwood, has had very limited services for over ten years due to the limited revenues available to serve the subarea.

As a result of Proposition 218, the assessment level cannot be increased above the maximum permitted level without an affirmative vote of the majority of the voting property owners. Two prior efforts to increase the assessments in this area were unsuccessful. Recently, however, many of the residents in the Sandalwood Subarea have contacted the City indicating that they would prefer to vote to increase their maximum assessment level in order to obtain a higher level of service.

Adopting the attached recommended resolution is the first required step for the City to hold the special ballot proceeding needed to raise the assessment limit. If the Council adopts this resolution, a public meeting on April 4th and public hearing on April 18th will follow.

COMMUNITY ENGAGEMENT: Consult

Staff has had multiple meetings over the past two years with the Sandalwood residents and the proposed increase in the maximum assessment limit is a result of those requests.

ALTERNATIVE ACTIONS:

The Council could decline to adopt the resolution which would end the City's efforts to improve the level of service in this area.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council approved previous special ballot proceedings for the Sandalwood area at least twice in the past with the last attempt occurring in 2005. While these ballot proceedings failed, the neighborhood was less engaged at the time and was not supportive. This public hearing was continued from the February 7, 2018 Council meeting.

FISCAL AND RESOURCE IMPACT:

This item does not have a fiscal impact as the ballot proceeding will only raise the legally-permissible maximum assessment limit - it will not actually increase the assessment. The actual annual assessments for the entire District will be set by a separate Council action scheduled for a meeting later in the Spring. Administering the District is included in the work program of the Community Services Department.

CEQA (California Environmental Quality Act):

Not a Project

The actions in this resolution are fiscal activities which do not directly involve a physical impact on the environment.

LINKS/ATTACHMENTS:

1. Intent Resolution
2. Supplemental Engineers Report

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL DECLARING ITS INTENTION AND CALLING AN ASSESSMENT BALLOT PROCEEDING TO SUBMIT TO THE QUALIFIED PROPERTY OWNERS THE QUESTION OF THE PROPOSED INCREASE IN THE MAXIMUM ASSESSMENT RATE FOR THE SANDALWOOD SUBAREA OF LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NUMBER 1 BEGINNING IN FISCAL YEAR 2018/19

The City Council of the City of Morgan Hill (hereafter referred to as the “City Council”) does resolve as follows:

WHEREAS, the City Council has previously formed Landscape Assessment District No. 1 (District), previously the Fox Hollow/Murphy Springs Landscape Assessment District, to levy and collect assessments pursuant to the provisions of the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (hereafter referred to as the “Act”) that provides for the levy and collection of assessments by the County of Santa Clara for the City of Morgan Hill to pay the maintenance and services of all improvements and facilities related thereto; and

WHEREAS, City representatives have met with residents of the Sandalwood Subarea of Landscape Assessment District No. 1 who have expressed an interest in increasing the level of maintenance in the Sandalwood Subarea in order to obtain a higher level of service.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF MORGAN HILL, PURSUANT TO CHAPTER 2, SECTION 22587 OF THE ACT, AS FOLLOWS:

Section 1 Intention: The City Council hereby declares its intention to increase assessments in the Sandalwood Subarea of the District over and including the land within the Sandalwood Subarea boundary, and to levy and collect increased assessments on all such land to pay the annual costs of the maintenance of certain improvements described herein. The City Council has determined at this time to call an assessment ballot proceeding therein to authorize the increased assessments to pay the costs and expenses of the improvements contained specifically and exclusively in the Sandalwood Subarea of the District as further described in Section 5 of this resolution. The City Council finds that the public’s best interest requires such increase, levy and collection.

Section 2 Calling a special ballot proceeding: Pursuant to Proposition 218, now California Constitutional Articles XIII C and XIII D, (hereafter referred to as the “Proposition 218”) approved by the California voters in November 1996, an assessment ballot proceeding is hereby called on behalf of the Sandalwood Subarea of the District on the proposition of levying the increased assessments and the assessment range formula to allow for reasonable increases within the Sandalwood Subarea of the District.

Section 3 The assessment ballot proceeding for the Sandalwood Subarea of the District on the proposition of authorizing the increased assessments and the assessment range formula to allow for reasonable increases, pursuant to Proposition 218 consists of a ballot, included with the mailed notice required by California Government Code Section 53750 *et seq.*, distributed by mail, to the property owners of record within the Sandalwood Subarea as of the county's last equalized secured property tax assessment roll. Each property owner's vote is weighted by the amount of their proposed assessment and property owners may return the ballot by mail or in person to the City Clerk not later than the conclusion of the **Public Hearing on Wednesday, April 18th, 2018.** At the Public Hearing, pursuant to Proposition 218 the agency shall tabulate the ballots to determine if a majority protest exists. The ballots shall be weighted according to the proportional financial obligation of the affected property. A majority protest exists if, upon the conclusion of the Public Hearing, ballots submitted in opposition to the assessments exceed the ballots submitted in favor of the assessments.

Section 4 District Boundaries: The boundaries of the Sandalwood Subarea of the District are described as the boundaries previously defined in the formation documents of the original Sandalwood Subarea of the District, within the boundaries of the City of Morgan Hill, within the County of Santa Clara, State of California.

Section 5 Description of Improvements: The improvements which shall be provided for the property included in the Sandalwood Subarea of the District by and through the assessments and the proposed increased assessments levied annually thereon shall include, but are not limited to: turf, shrubs, plants and trees, landscaping, irrigation and drainage systems, graffiti removal, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and satisfactory condition.

Section 6 Notice of Public Hearing: Notice is hereby given that a Public Meeting will be held on **Wednesday, April 4th, 2018 at 7:00 p.m.** and a **Public Hearing** on these matters will be held by the City Council on **Wednesday, April 18th, 2018 at 7:00 p.m.** or as soon thereafter as feasible in the City Council Chambers, located at 17555 Peak Avenue, Morgan Hill.

Section 7 Notice of Hearing and Ballots: The City Clerk of the City Council shall mail notice of the proposed increased assessments and of the time and place of the public hearing, as specified in Section 6 hereof, to the record owner of each assessable parcel of property identified in the Engineer's Report. Such notice shall specify the total amount of the increased assessments chargeable to all the property within the Sandalwood Subarea of the District, the amount chargeable to each owner's particular parcel, the duration of the assessments, the reason for the assessments and the basis upon which the amount of the proposed assessments was calculated, together with the date, time and location of the public hearing on the proposed assessments as specified in Section 6 hereof. The notice shall include, in a conspicuous place, thereon, a summary of the procedures applicable to the completion, return and tabulation of the assessment ballots, which will accompany the notice and shall include a statement that the existence of a majority protest will result in the assessments not being levied, and that a majority protest will exist if, upon the conclusion of the hearing, ballots submitted in opposition to the assessments exceed the ballots submitted in favor of the assessments. Each such notice mailed to owners of identified parcels within the Sandalwood Subarea of the District shall contain a ballot which includes the City's

City of Morgan Hill
Resolution No.
Page 3 of 3

address for receipt of any ballot when completed by any owner receiving such notice whereby each such owner may indicate his or her name, reasonable identification of the parcel and support or position to the proposed assessments.

Section 8 The City Clerk is hereby authorized and directed to give notice of such hearing as provided by law.

Section 9 The Engineer's report of February 21, 2018 complies with applicable State statutes authorizing the assessment or its increase and with the California Constitution and may, therefore, be approved by the City Council.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 21st Day of February, 2018 by the following vote.

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: 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 a Regular Meeting held on February 21, 2018.

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

DATE: _____

IRMA TORREZ, City Clerk

Attachment: Intent Resolution (1636 : Sandalwood Resolution of Intent)

Supplemental Engineer's Report

Sandalwood Subarea of City of Morgan Hill Landscape Assessment District No. 1



CITY OF MORGAN HILL

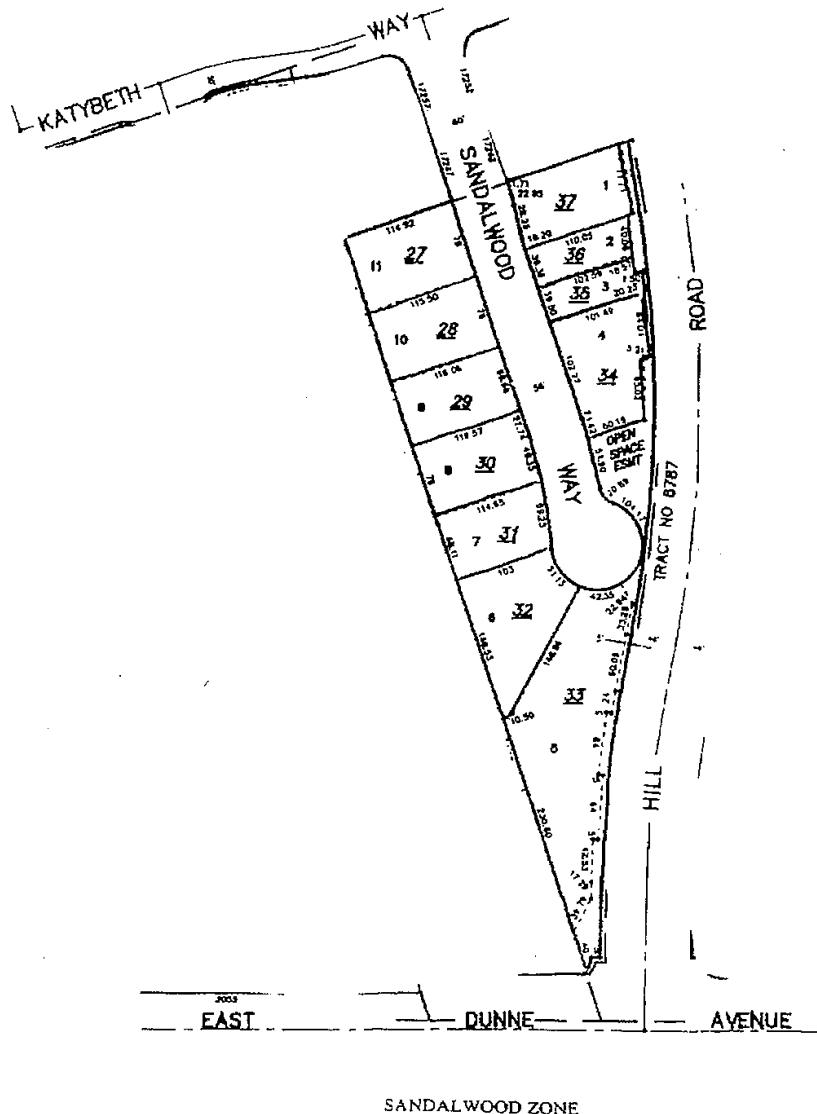
February 21, 2018

Attachment: Supplemental Engineers Report (1636 : Sandalwood Resolution of Intent)

Introduction and Overview

This Supplemental Engineer's Report is intended as a supplement to the Engineer's Report that the City of Morgan Hill will prepare for the entire Landscape Assessment District No. 1 in advance of the 2018/2019 Fiscal Year. The sole subject of this report is the Sandalwood Subarea of the District.

In 1991, the City Council created the Fox Hollow/Murphy Springs Landscape Assessment District, under the Act, and in 2010 chose to rename it to the City of Morgan Hill Landscape Assessment District No. 1. The District was formed in order to provide for the continued maintenance, operation, and administration of various improvements within the boundaries of the District. Following the initial formation, additional territory was annexed to the District as separate Zones. Currently, the District is comprised of 20 Zones or Subareas. The Sandalwood Subarea of Landscape Assessment District No. 1 consists of eleven parcels located on Sandalwood Way as depicted below.



Exhibits from the Engineer's Report at the formation of the District define the boundaries and maintenance areas of each Zone within the District. These exhibits are on file and available for review at the office of the City Engineer and, in conjunction with the County of Santa Clara (the "County") Assessor's maps of the areas annexed, comprise the assessment diagrams for the respective annexations. The Assessor's maps are on file in the office of the County Assessor and are, by reference, made a part of this Report.

The improvements include the construction, operation, maintenance, and servicing of landscaping and appurtenant facilities; including, but not limited to, personnel, electrical energy, utilities such as water and gas, materials, contracting services, and other items necessary for the satisfactory operation of the following services:

"Landscape improvements provided within the District may include, but are not limited to: ground cover, shrubs, plants and trees, irrigation and drainage systems, graffiti removal, entry monuments, and associated appurtenant facilities. Services provided include all necessary service, operations, administration, and maintenance required to keep the above-mentioned improvements in a healthy, vigorous, and satisfactory condition."

Estimate of Costs

Definition of Budget Terms

Direct Expenses:

Monthly Maintenance: Includes all regularly scheduled labor, material (i.e. pipe, fertilizer, insecticides, paint, etc.) and equipment required to properly maintain and ensure the satisfactory condition of all landscaping, irrigation and drainage systems, and appurtenant facilities.

Extra Contract Costs: Includes all labor, equipment, and material costs associated with unscheduled repairs and improvements needed to ensure the satisfactory condition of all landscaping, irrigation and drainage systems, and appurtenant facilities.

Water/Sewer: Includes the furnishing of water required for the operation and maintenance of the landscaping facilities.

Electricity Costs: Includes the furnishing of electricity required for irrigation systems for the operation and maintenance of the landscaping facilities.

Other Supplies: Includes costs that are generally unforeseen and not normally included in the yearly maintenance contract costs. This may include repair of damaged amenities due to vandalism, storms, heavy frost, etc. Also included may be planned upgrades that provide a direct benefit to the District. These upgrades could include replacing plant materials and/or renovation of irrigation systems.

Administrative Expenses:

Salaries: Includes the cost to particular departments and staff of the City to provide the coordination of District services, operations, and maintenance of the improvements, response to public concerns and education, and procedures associated with the levy and collection of assessments.

Postage/Advertising: Includes the cost of providing any mailed notice to the property owners and publishing and posting the Resolution of Intention as required by the Act.

Internal Services: Includes overhead costs allocated to the District for various City staff services.

Administrative/Engineering Contract: Includes the costs associated with contracting with professionals to provide services specific to the administration of the levy.

Contingency/Capital Replacement Fund Balance (Reduction)/Reserve:

Positive amounts are collected for various reasons that include, but are not limited to, any or all of the following:

- To maintain reserves which enable the City to pay for costs associated with the District during the first six months of the fiscal year,
- To reduce the current fund balance deficit (if any) that exists as of the beginning of the fiscal year, and
- To plan for the replacement of capital improvements in the future.

Zone Budget for Fiscal Year 2018/19

DIRECT EXPENSES

Monthly Maintenance	-
Extra Contract Costs	-
Water/Sewer	-
Electricity	-
Other Supplies	-
Subtotal Direct Expenses	-

ADMINISTRATIVE EXPENSES

Salaries	\$510.38
Postage/Advertising	2.96
Internal Services	162.82
Administrative/Engineering Contract	119.72
Subtotal Administrative Expenses	795.88

TOTAL SUBAREA COSTS	795.88
FUND BALANCE (REDUCTION) RESERVE	4,143.12
TOTAL BALANCE TO LEVY	4,939.00
NUMBER OF ACCESSABLE UNITS	11.00
ASSESSMENT RATE PER UNIT	449.00
ESTMATED BEGINNING FUND BALANCE JULY 1, 2018	(5,895.16)
FUND BALANCE CHANGE	4,143.12
ESTIMATED ENDING FUND BALANCE JUNE 30, 2019	(1,752.04)

Assessments

Method of Apportionment

The assessments are levied in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation.

Pursuant to the Act and Article XIII D of the Constitution of the State of California, all parcels that have special benefit conferred upon them as a result of the maintenance and operation of improvements shall be identified and the proportionate special benefit derived by each identified parcel shall be determined in relation to the entire cost of the maintenance and operation of the improvements. Only parcels that receive direct special benefit are assessed, and each parcel is assessed in proportion to the estimated benefit received.

Several Zones have been annexed into the District and it has been determined that by reason of variations in the nature, location, and extent of the improvements, those areas will receive differing degrees of benefit from the improvements.

Within the Zones, each parcel is allocated a number of units, where each such unit is deemed to receive the same proportional special benefit from the maintenance and operation of the improvements within that Zone. The typical parcel, with a single family residential use, will have one unit assigned. If the use or nature of a parcel confers special benefit in a greater or lesser degree than that typical use, that parcel may have greater than or less than one unit assigned

Specific Proposed Increase

The assessment rate originally approved at the time of annexing this Zone into the District was \$192.39 per unit. There is currently no inflator associated with the Sandalwood Zone assessments.

This Supplemental Engineer's Report is being prepared specifically for consideration as a component of the process for the Sandalwood property owners to consider an increase in the maximum assessment rate per unit. The increase is being considered in order to retire the debt accumulated in the zone and prepare for future anticipated maintenance needs that benefit the entire zone.

There are currently 11 parcels within this Zone, and the total Zone costs are spread to each of the 11 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$
Total Units	11
Fiscal Year 2018/19 Proposed Assessment Per Unit	\$449.00
Fiscal Year 2018/19 Proposed Maximum Assessment Per Unit	\$450.00
Fiscal Year 2017/18 Actual Assessment Per Unit	\$192.36
Proposed Change in Assessment Rate Per Unit	\$256.64

Assessment Roll

Sandalwood	728-11-027	449.00	1.00	449.00
Sandalwood	728-11-028	449.00	1.00	449.00
Sandalwood	728-11-029	449.00	1.00	449.00
Sandalwood	728-11-030	449.00	1.00	449.00
Sandalwood	728-11-031	449.00	1.00	449.00
Sandalwood	728-11-032	449.00	1.00	449.00
Sandalwood	728-11-033	449.00	1.00	449.00
Sandalwood	728-11-034	449.00	1.00	449.00
Sandalwood	728-11-035	449.00	1.00	449.00
Sandalwood	728-11-036	449.00	1.00	449.00
Sandalwood	728-11-037	449.00	1.00	449.00



CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

PREPARED BY: Dat Nguyen, Finance Director
APPROVED BY: City Manager

DECEMBER 2017 FINANCIAL AND INVESTMENT REPORT

RECOMMENDATION(S)

Accept and file report.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility
Preserving and Cultivating Public Trust

REPORT NARRATIVE:

As part of the City Council's expectation to maintain a high level of transparency and to be responsible stewards of public funds, attached are the Financial and Investment Reports for the six months ended December 31, 2017. Overall, the City received 47% of the budgeted revenues for all funds as there is typically a delay in remittances. However, the amount received year to date for all funds is approximately \$4.4 million or 9% higher than prior year at this time.

The increase was partially led by an overall increase in General Fund revenues of \$2.1 million compared to prior year at this time. General Fund revenues totaled \$17.0 million, \$2.1 million or 14% higher than a year ago at this time mainly due to the repayment of the former City Manager's home loan of approximately \$929,000 and increase in sales tax collection of approximately \$381,000. Expenditures, including encumbrances amounted to \$23.3 million or 56% of the budget. The encumbrances represent commitments or contractual obligations that the City entered into with vendors or suppliers, such as Cal-West Lighting and Signal Maintenance for the City's streetlights and traffic signals, and the partnership agreement with the YMCA of Silicon Valley for the management and operation of the Community Recreation Center. The services from these vendors are expected to be utilized by the City and paid throughout the fiscal year.

Community Services Department's recreation operations revenues received to date totaled \$3.5 million, or 48% of the budget. The amount is tracking slightly higher compared to the prior year at this time mainly due to strong program participation and increased rentals. However, the amount is anticipated to come in slightly lower than budget due to higher attrition rate than anticipated due to the fee increase that went into effect January 2018.

Community Development Fund revenues totaled \$2.2 million or 59% of the budget, a decrease of 19% from prior fiscal year at this time of \$2.7 million. Expenditures, including encumbrances totaled \$3.0 million or 57% of the budget. The fund was budgeted to end the fiscal year with an operating deficit of approximately \$1.0 million. However, the amount is anticipated to come in better due to the fee increase that went into effect January 1, 2018.

Enterprise Funds revenues which comprised of Water and Sewer totaled \$16.8 million or 50% of the budget, an increase of \$2.6 million or 18% from a year ago at this time primarily due to higher development impact fees collected and water sales. Revenues from water sales are expected to come in slightly better than budget due to higher water consumption than estimated. However, revenues from sewer operations are projected to come in lower due to lower water consumption as a result of wet winter months (which was based upon the quarter January through March 2017). Sewer bills are based on the lowest three consecutive months of water consumption from the prior fiscal year. Expenditures, including encumbrances amounted to \$19.3 million or just 34% of the budget mainly due to timing of capital improvement program.

COMMUNITY ENGAGEMENT: Inform

Finance staff prepares these financial reports to inform City officials, the Council, the community, and various lenders and stakeholders about the financial health of the organization, which assists each one of the interested parties in making sound financial and investment decisions.

ALTERNATIVE ACTIONS:

No alternative action is recommended, as this is a monthly financial report on City transactions which have already occurred.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council receives and files the financial and investment report for each month. At the September 16, 2015 meeting, City Council recommended monthly financial and investment reports be agendaized under the Consent Agenda, and quarterly financial and investment reports be presented to City Council as an "Other Business" item.

FISCAL AND RESOURCE IMPACT:

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

CEQA (California Environmental Quality Act):

Not a Project.

This report is not a project, as defined in Section 15378 of the State CEQA Guidelines. Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

LINKS/ATTACHMENTS:

1. December 2017 Financial Statement Analysis
2. December 2017 Financial and Investment Report

3. Presentation - 2nd Quarter FY17-18 Financial Report

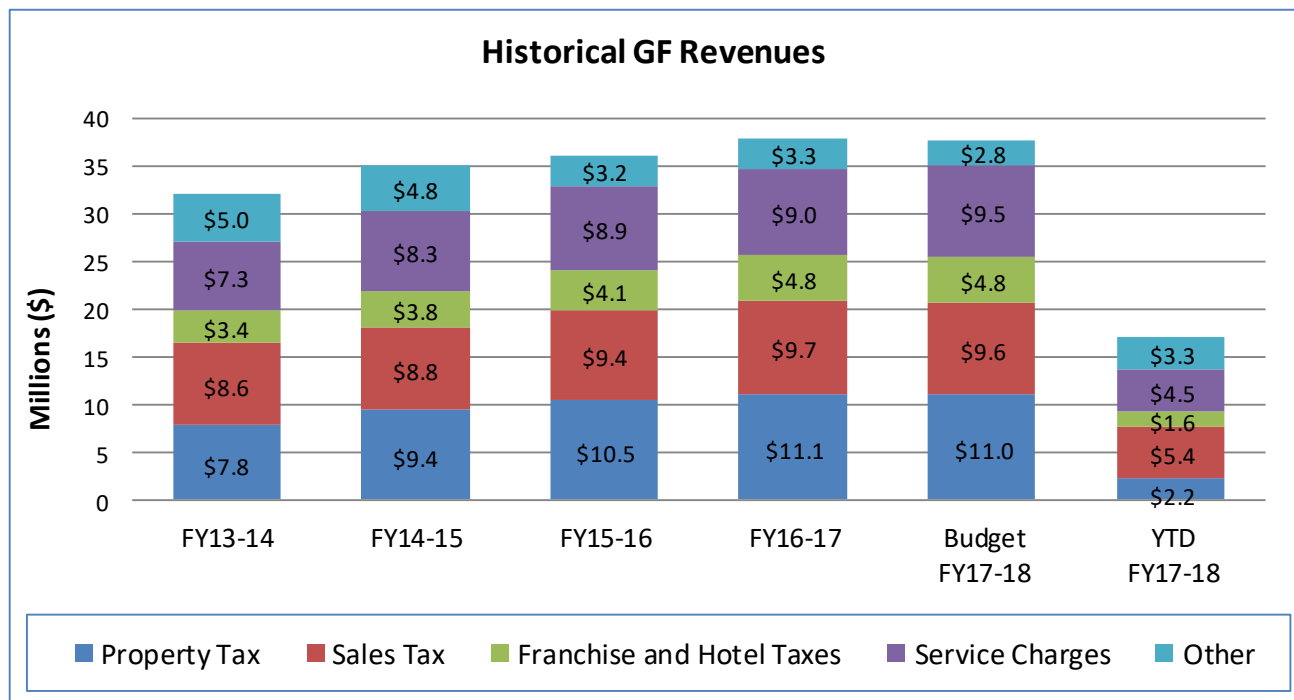


CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2017-18
FOR THE MONTH ENDED DECEMBER 2017 – 50% OF YEAR COMPLETE

- **General Fund** – Overall, revenues received through December totaled \$17.0 million, or 45% of the budgeted revenues. The amount received is 14% or \$2.1 million higher than a year ago at this time mainly due to the repayment of the former City Manager’s home loan of approximately \$929,000 and increase in sales tax collection of approximately \$381,000. As for property tax, the first three advances for the December 10, 2017 secured and unsecured property tax installment have been received, and is 4% or approximately \$76,000 higher than a year ago at this time. Property tax revenue, excluding property transfer tax, is forecasted to end the year at \$11.1 million, which is approximately \$500,000 more than the mid-cycle revised estimate. Property tax is the largest source of Morgan Hill's General Fund revenue. However, it accounts for only 28% of the approximately \$37.8 million General Fund revenue. Although property tax tends to be a more predictable revenue source, other major revenue categories such as sales tax and transient occupancy tax, which account for a large portion of the City's General Fund revenue, are more volatile and tend to fluctuate more with swings in the economy.

The small category of business licenses was already at 88% of the budgeted amount as annual business license renewal payments are usually received in July.

The chart below shows historical General Fund revenues by major revenue category from FY13-14 through FY16-17 Actual, FY17-18 Budget, and YTD as of December 31, 2017.



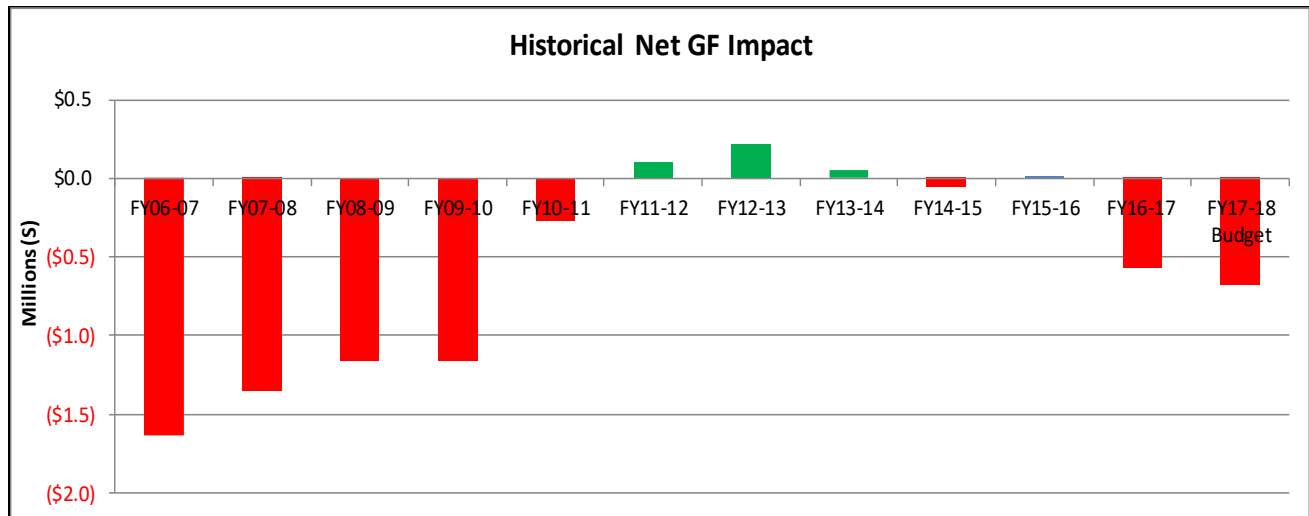
General Fund expenditures and encumbrances as of December 31, 2017 totaled \$23.3 million, of which approximately \$2.7 million is attributable to outstanding encumbrances.

- **Community Services** - The Community Services Department’s recreation operations, as reflected in the schedule presented on page 4 of the Monthly Financial and Investments Reports, shows a negative impact to the General Fund of approximately \$1.8 million through the month of December. Without



CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2017-18
FOR THE MONTH ENDED DECEMBER 2017 – 50% OF YEAR COMPLETE

the encumbrances, year to date operations resulted in a smaller negative impact to the general fund of approximately \$376,000. Any net impact from the recreation operations increases (decreases) reserves in the General Fund. The following chart reflects the effect of Community Services activity on the General Fund.



Due to longstanding governmental accounting and budgeting convention, the City's recreation operations are not charged for indirect costs (known in Morgan Hill as "General Fund Administration") from the central services departments of City Attorney, City Manager, and Administrative Services. The City's other governmental funds, such as Community Development, and the proprietary funds, such as Water and Wastewater, and the Information Services Fund, are assessed such charges through the City's indirect cost allocation plan, prepared in compliance with the Federal government's OMB Circular No. A-87, which mandates certain calculation and cost allocation practices that must be followed in order to qualify for Federal grant funding, but which also represent best practice for non-grant funded City operations like utilities and information services.

- **Community Development Fund** – Revenues through December totaled \$2.2 million, or approximately 59% of the budget. The amount received to date is approximately \$0.5 million or 19% less than prior year. Expenditures, including encumbrances totaled \$3.0 million or 57% of the budget. The fund was budgeted to end the fiscal year with an operating deficit of approximately \$1.0 million. However, the amount is anticipated to come in better due to the fee increase that when into effect January 1, 2018
- **Debt Service Funds** – Expenditures through December totaled \$505,000. The debt service for the first half of the year includes both interest and principal, while the second half of the year will include interest only. Debt service payments were all scheduled when the bonds were issued, and are budgeted for in the months delineated in the underlying bond documents. The General Fund's portion of the annual debt service payments is approximately \$200,000, less than one percent of the General Fund's budgeted revenues.
- **Sewer Operations** – Revenues from Sewer Operations through December totaled \$5.0 million, 3% or \$164,000 higher than a year ago at this time. However, revenues are projected to come in lower than budget due to lower water consumption as a result of wet winter months (which was based upon the



CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2017-18
FOR THE MONTH ENDED DECEMBER 2017 – 50% OF YEAR COMPLETE

quarter from January to March 2017). Sewer bills are based on the lowest three consecutive months of water consumption from the prior fiscal year. Expenditures and outstanding encumbrances totaled \$5.0 million or 46% of the budget. The table below shows historical Sewer Operations revenues and expenditures from FY13-14 through FY16-17 Actual, FY17-18 Budget, and YTD as of December 31, 2017.

(amount in millions)	FY13-14	FY14-15	FY15-16	FY16-17	Budget FY17-18	YTD FY17-18
Revenues	9.4	10.3	10.2	9.7	10.8	5.0
Expenditures	8.6	8.8	12.0	9.8	10.8	5.0
Operating Margin	0.8	1.5	(1.8)	(0.1)	-	-
Operating Margin without Encumbrances	0.8	1.5	(1.8)	(0.0)	-	0.1

- **Water Operations** – Water Operations includes Utility Billing, Water Conservation, and Water Operations. Revenues from Water Operations through December totaled \$7.1 million, approximately \$1.1 million more than a year ago at this time. Revenues are expectedly to come in slightly better than budget due to higher water consumption than estimated. Water Operations expenditures, including outstanding encumbrances, through the month of December totaled \$5.9 million. Without the encumbrances, however, the expenditures amounted to \$5.2 million. The table below shows Water Operations revenues and expenditures from FY13-14 through FY16-17 Actual, FY17-18 Budget, and YTD as of December 31, 2017.

(amount in millions)	FY13-14	FY14-15	FY15-16	FY16-17	Budget FY17-18	YTD FY17-18
Revenues	12.2	8.8	8.5	10.9	12.2	7.1
Expenditures	12.1	9.3	9.7	10.8	12.1	5.9
Operating Margin	0.1	(0.5)	(1.2)	0.1	0.1	1.2
Operating Margin without Encumbrances	0.1	(0.5)	(1.2)	0.3	0.1	1.9

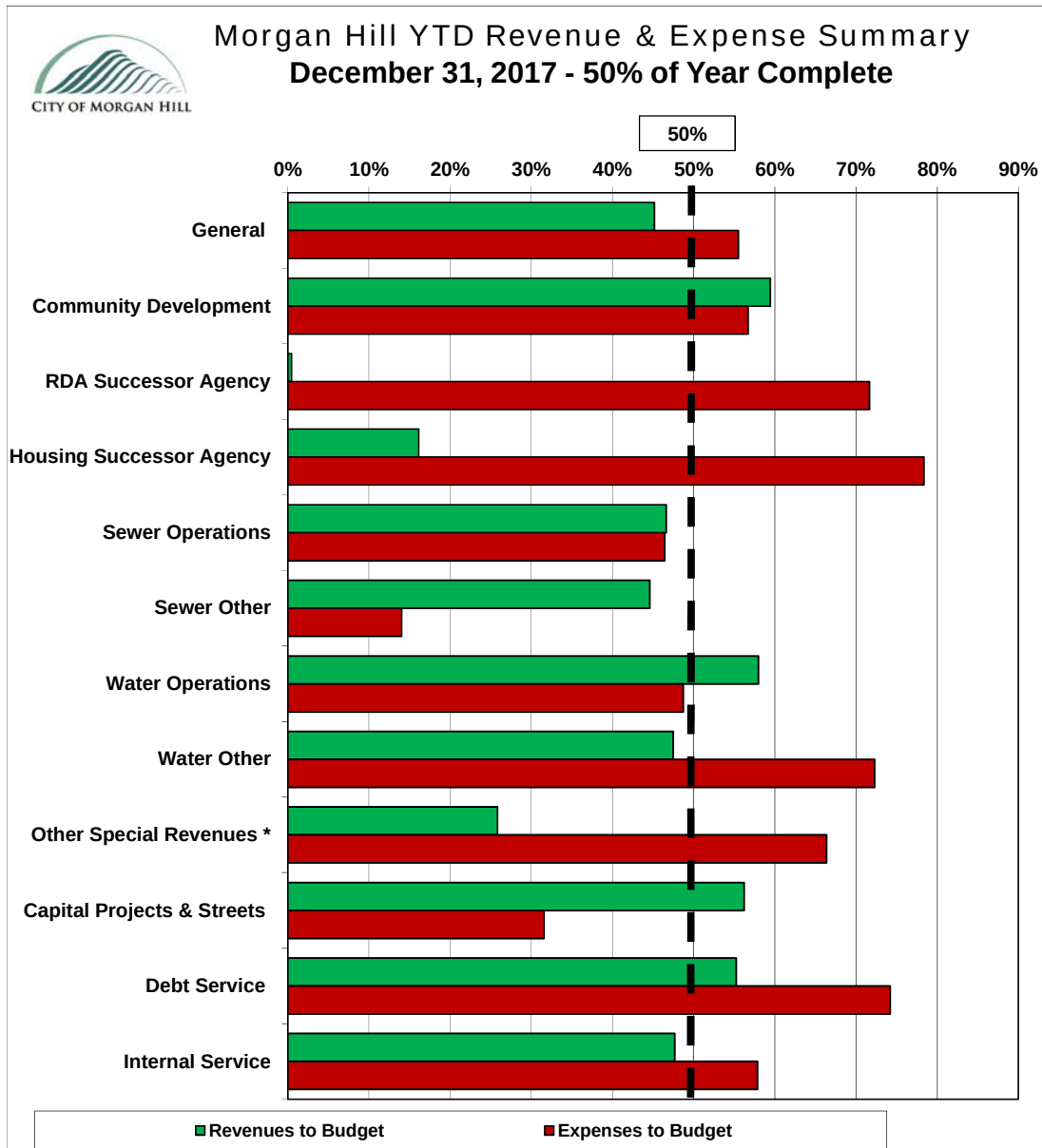
- **Investments** – One security was called during the month of December 2017. Total interest earnings received on investments were \$29,000 during the month.

CITY OF MORGAN HILL
Monthly Financial and Investment Reports
December 31, 2017 - 50% of Year Complete



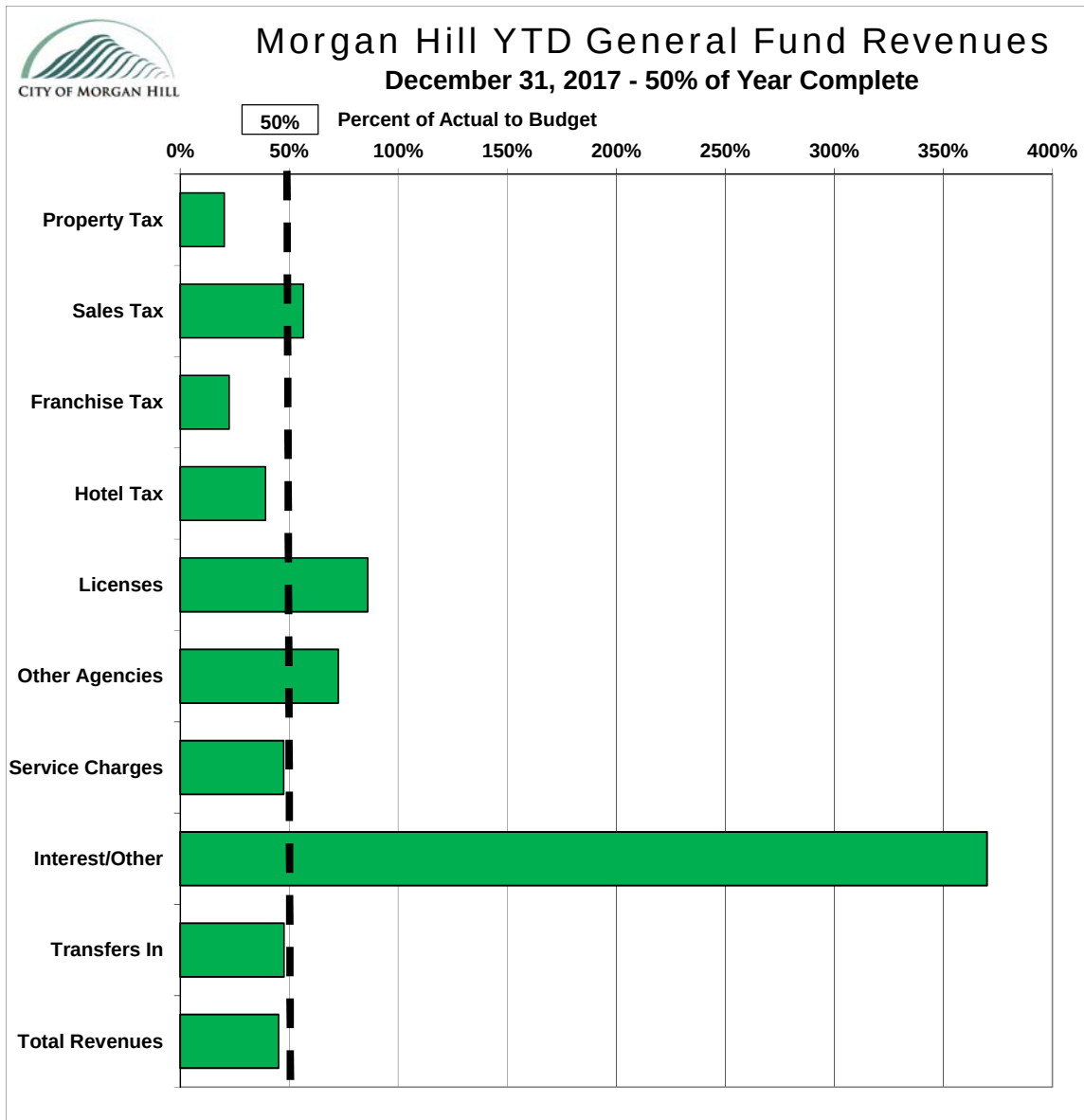
CITY OF MORGAN HILL

Prepared by:
FINANCE DEPARTMENT



FUND NAME	REVENUES		EXPENSES	
	ACTUAL	% OF BUDGET	ACTUAL PLUS ENCUMBRANCES	% OF BUDGET
General	\$ 17,045,322	45%	\$ 23,309,151	56%
Community Development	2,186,265	59%	3,017,936	57%
RDA Successor Agency	31,846	0%	5,143,552	72%
Housing Successor Agency	207,451	16%	1,524,472	78%
Sewer Operations	5,048,192	47%	5,033,353	46%
Sewer Other	3,221,755	45%	3,876,274	14%
Water Operations	7,084,230	58%	5,872,170	49%
Water Other	1,451,082	47%	4,481,148	72%
Other Special Revenues *	2,531,376	26%	1,633,428	66%
Capital Projects & Streets	7,843,697	56%	9,613,073	32%
Debt Service	376,973	55%	505,374	74%
Internal Service	4,956,354	48%	6,400,334	58%
TOTAL FOR ALL FUNDS	\$ 51,984,542	47%	\$ 70,410,262	44%

* Includes all Special Revenue Funds except Community Development, Street Funds, and RDA and Housing Successor Agencies.

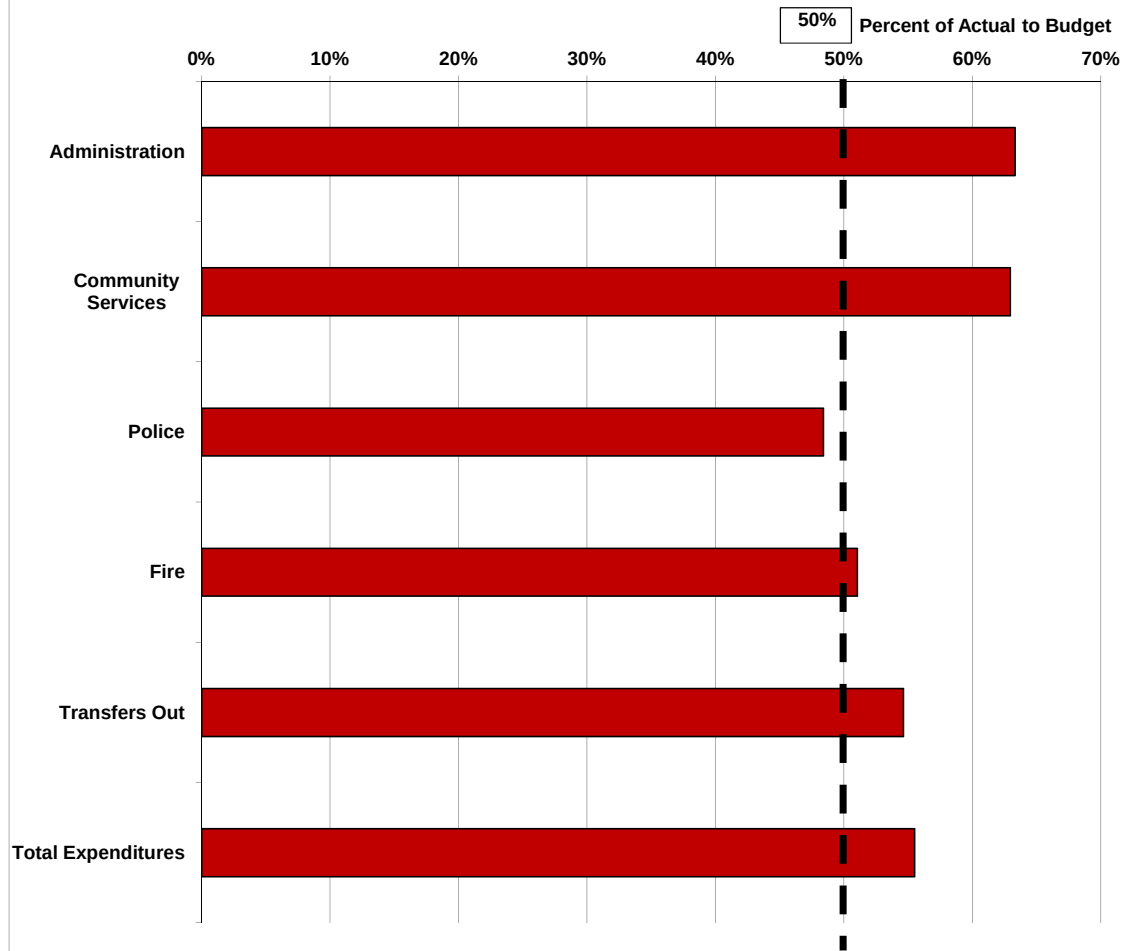


REVENUE CATEGORY	BUDGET	ACTUAL	% OF BUDGET	PRIOR YEAR TO DATE	% CHANGE FROM PRIOR YEAR
Property Tax	\$11,047,000	\$ 2,239,861	20%	\$ 2,267,404	-1%
Sales Tax	9,588,502	5,431,348	57%	5,040,347	8%
Franchise Tax	1,981,796	445,125	23%	412,686	8%
Hotel Tax	2,827,050	1,106,885	39%	1,130,704	-2%
Licenses	210,621	181,071	86%	168,661	7%
Other Agencies	319,875	231,968	73%	146,777	58%
Service Charges	9,536,644	4,529,178	48%	4,463,481	1%
Interest/Other	561,760	2,078,860	370%	559,160	272%
Transfers In	1,682,103	801,026	48%	772,104	4%
TOTAL REVENUES	\$37,755,351	\$17,045,322	45%	\$ 14,961,324	14%



Morgan Hill YTD General Fund Expenditures

December 31, 2017 - 50% of Year Complete



EXPENDITURE CATEGORY	BUDGET	ACTUAL PLUS ENCUMBRANCES	% OF BUDGET	PRIOR YTD PLUS ENCUMBRANCES	% CHANGE FROM PRIOR YEAR
Administration	\$ 7,387,327	\$ 4,678,846	63%	\$ 3,517,331	33%
Community Services	11,050,226	6,955,577	63%	6,038,542	15%
Police	15,867,369	7,682,116	48%	7,443,020	3%
Fire	5,785,389	2,953,365	51%	2,848,684	4%
Transfers Out	1,901,915	1,039,248	55%	1,203,652	-14%
TOTAL EXPENDITURES	\$ 41,992,226	\$ 23,309,151	56%	\$ 21,051,229	11%

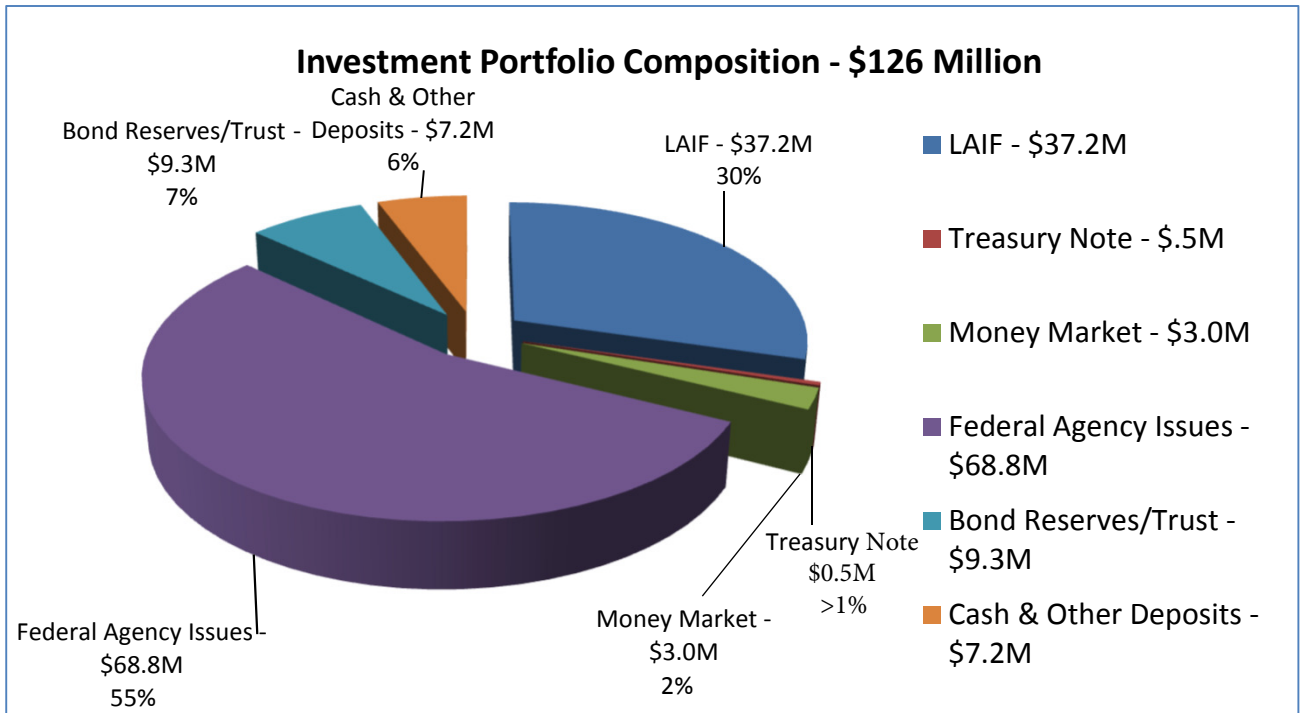


**City of Morgan Hill
Recreation Report - Fiscal Year 2017-18
For the Month and Six Months Ended December 31, 2017
50% of Year Complete**

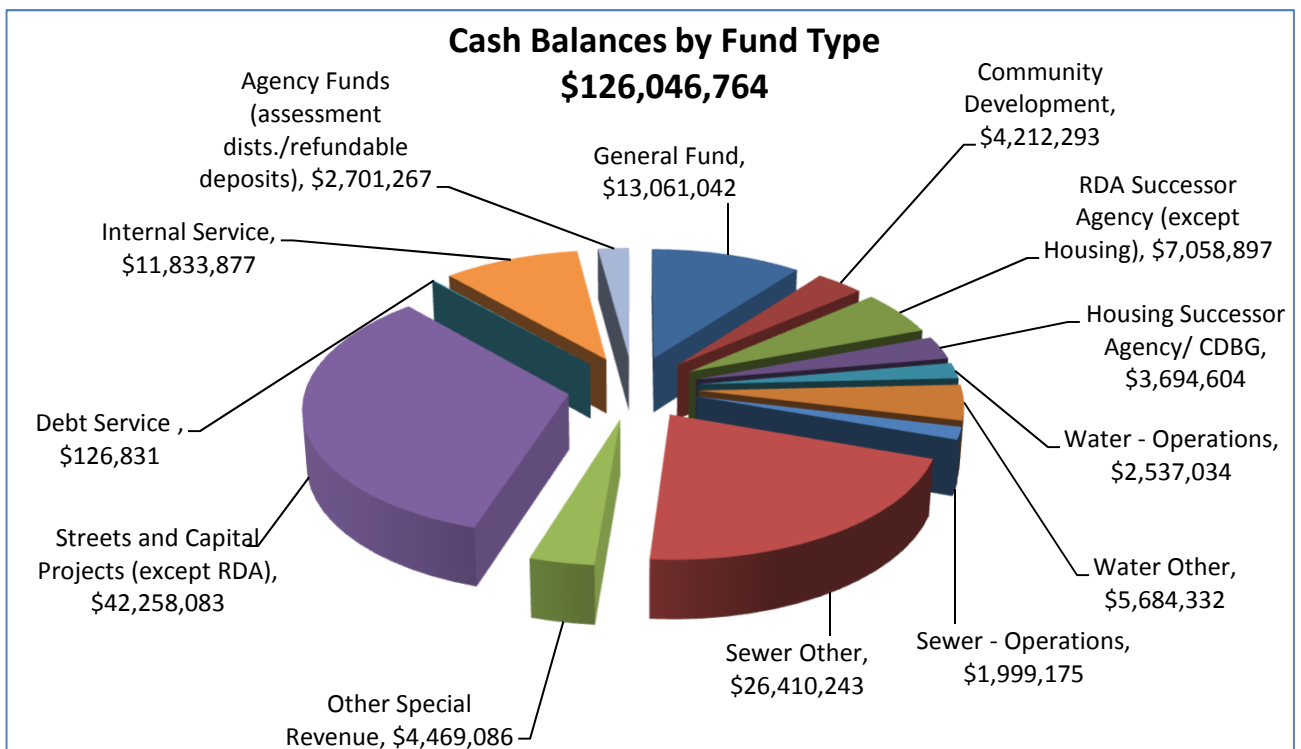
	<u>Budget</u>	<u>December 2017</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues				
Membership Services & Rec Programs	\$ 6,197,036	\$ 391,205	\$ 2,974,591	
Facility Rentals	904,666	68,699	481,812	
Community Services	139,190	10,291	48,058	
Transfers in	75,000	6,250	37,500	
Total Revenues	<u>\$ 7,315,892</u>	<u>\$ 476,445</u>	<u>\$ 3,541,961</u>	48%
Less: Expenditures				
Membership & Program Services	\$ 5,914,430	\$ 693,110	\$ 2,909,462	
Facility Rentals	1,299,185	103,735	652,142	
Community Services	768,671	67,532	355,917	
Total Expenditures	<u>\$ 7,982,287</u>	<u>\$ 864,376</u>	<u>\$ 3,917,520</u>	49%
Net Impact without encumbrances	<u>\$ (666,395)</u>	<u>\$ (387,931)</u>	<u>\$ (375,559)</u>	
Encumbrances	-	-	1,442,706	
Net Impact with encumbrances	<u>\$ (666,395)</u>	<u>\$ (387,931)</u>	<u>\$(1,818,265)</u>	

City of Morgan Hill Monthly Investment Report - December 31, 2017

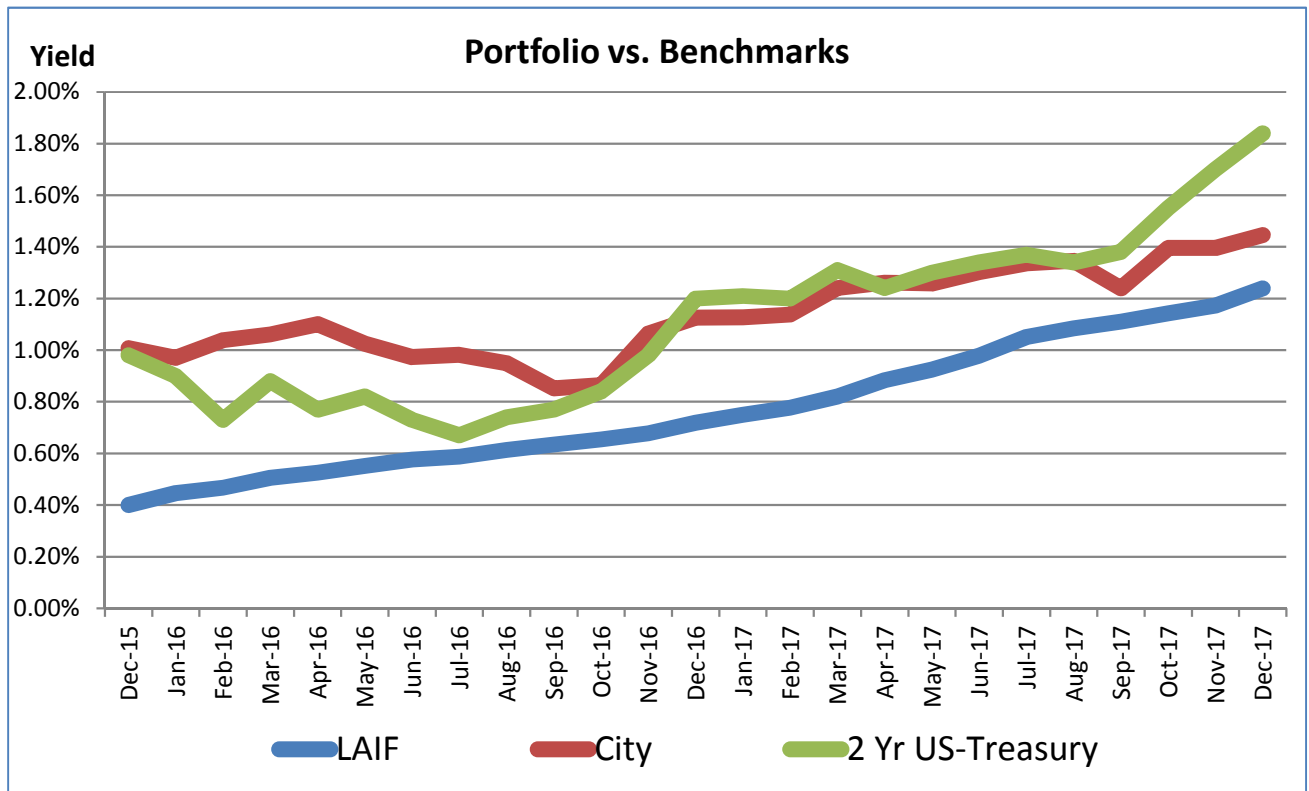
The following are the snapshots of City's investment portfolio as of December 31, 2017. The first chart shows the portfolio composition by investment type:



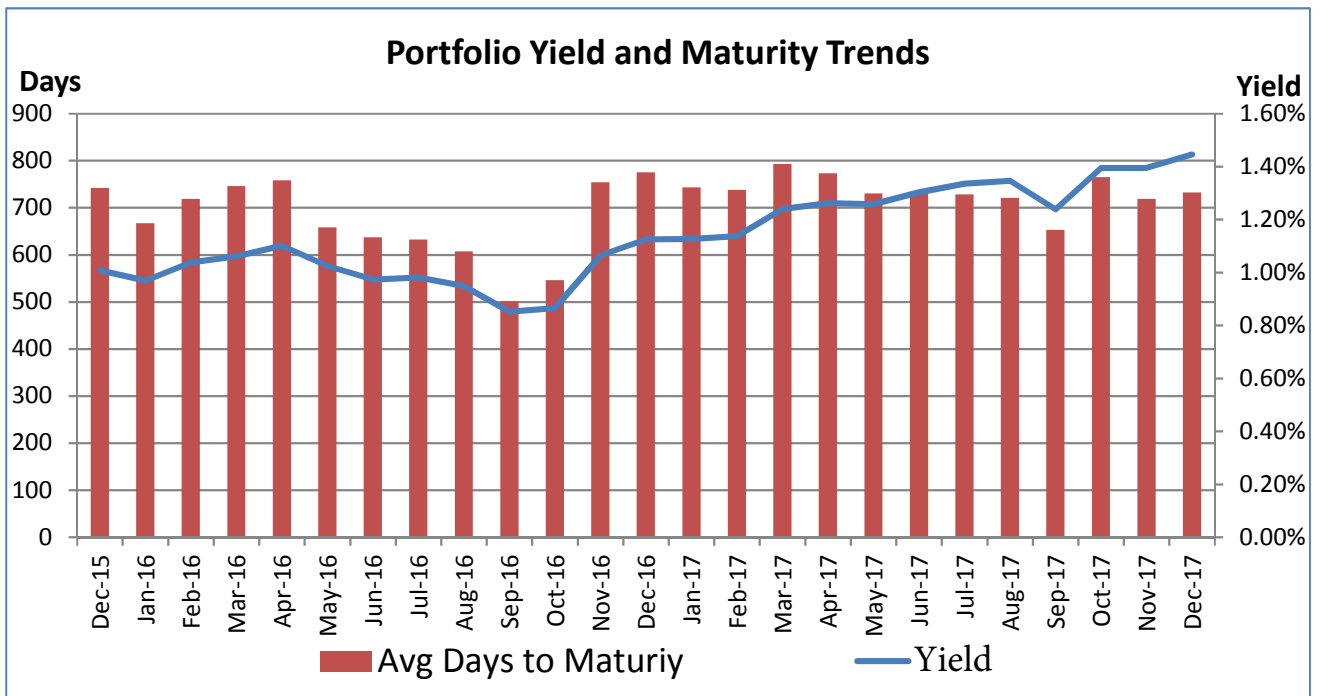
The chart below shows cash balances by fund type reconciled to City's financial system:



The following chart illustrates a yield comparison by month among the City's portfolio, LAIF and 2-Year US Treasury:



The chart below illustrates monthly average days to maturity of the City's portfolio along with the weighted average yield for the past two years:





**City of Morgan Hill
Investment Portfolio Detail
As of December 31, 2017**

Investment Type	Settlement Date	Book Value	% of Portfolio	Market Value	YTM at Cost	Next Call Date	Date of Maturity
L A I F		\$ 37,199,304	29.51%	\$ 37,128,384	1.24%		
City Managed							
Fed Home Loan Mortgage	1/31/2013	\$ 499,957	0.40%	\$ 499,920	1.01%	1/12/2018	1/12/2018
Federal Farm Credit Bank	5/28/2015	1,000,158	0.79%	999,730	0.99%	2/20/2018	2/20/2018
Treasury Note	6/12/2015	499,629	0.40%	499,225	1.06%	3/31/2018	3/31/2018
Fed Natn'l Mortgage Assn	6/12/2015	500,027	0.40%	499,810	1.10%	2/28/2018	2/28/2018
Fed Home Loan Mortgage	7/2/2015	999,835	0.79%	999,140	0.97%	3/7/2018	3/7/2018
Fed Home Loan Bank	9/30/2015	1,000,163	0.79%	998,580	0.95%	4/24/2018	4/24/2018
Fed Home Loan Bank	10/19/2015	4,000,000	3.17%	3,955,240	1.70%	1/19/2018	10/19/2020
Fed Home Loan Bank	6/30/2016	4,000,000	3.17%	3,886,400	1.50%	6/30/2021	6/30/2021
Fed Natn'l Mortgage Assn	8/25/2016	4,000,000	3.17%	3,890,400	1.40%	8/25/2021	8/25/2021
Fed Home Loan Mortgage	9/29/2016	2,000,000	1.59%	1,961,840	1.65%	3/29/2018	9/29/2021
Fed Natn'l Mortgage Assn	9/29/2016	4,000,000	3.17%	3,880,280	1.60%	3/29/2018	9/29/2021
Fed Home Loan Mortgage	10/27/2016	4,000,000	3.17%	3,863,240	1.60%	1/27/2018	10/27/2021
Fed Natn'l Mortgage Assn	10/28/2016	4,000,000	3.17%	3,861,440	1.55%	1/28/2018	10/28/2021
Fed Home Loan Mortgage	10/28/2016	2,000,000	1.59%	1,933,980	1.65%	1/28/2018	10/28/2021
Fed Home Loan Bank	11/15/2016	4,000,000	3.17%	3,894,560	1.55%	11/15/2021	11/15/2021
Fed Home Loan Bank	11/23/2016	3,000,000	2.38%	2,923,080	1.65%	1/23/2018	11/23/2021
Fed Home Loan Bank	11/23/2016	4,000,000	3.17%	3,878,080	1.63%	1/23/2018	11/23/2021
Fed Home Loan Mortgage	11/30/2016	4,000,000	3.17%	3,926,320	1.88%	1/26/2018	11/26/2021
Fed Home Loan Mortgage	6/29/2017	1,300,000	1.03%	1,291,615	2.15%	3/29/2018	6/29/2022
Fed Home Loan Bank	10/19/17	3,850,000	3.05%	3,809,460	2.15%	10/19/2018	10/19/2022
Fed Natn'l Mortgage Assn	10/26/17	4,150,000	3.29%	4,104,267	2.20%	10/26/2018	10/26/2022
Sub Total/Average		\$ 56,799,769	45.06%	\$ 55,556,607	1.65%		
Money Market		\$ 2,859,460	2.27%	\$ 2,859,460	0.09%		
Total City Managed/Average		\$ 96,858,533	76.84%	\$ 95,544,450	1.03%		
City Managed - HighMark							
Fed Natn'l Mortgage Assn	8/18/2016	\$ 749,514	0.59%	\$ 743,123	1.06%	1/25/2019	1/25/2019
Fed Natn'l Mortgage Assn	8/18/2016	749,672	0.59%	741,405	1.18%	1/26/2019	7/26/2019
Fed Natn'l Mortgage Assn	8/23/2016	749,959	0.59%	740,573	1.25%	2/23/2018	8/23/2019
Fed Home Loan Mortgage	8/31/2016	750,000	0.60%	741,998	1.25%	8/15/2019	8/15/2019
Fed Home Loan Mortgage	9/13/2016	750,000	0.60%	746,565	1.10%	3/13/2018	9/3/2018
Fed Home Loan Bank	9/15/2016	750,000	0.60%	747,323	1.00%	3/15/2018	6/15/2018
Fed Home Loan Bank	9/21/2016	749,892	0.59%	746,603	1.12%	3/21/2018	9/21/2018
Fed Home Loan Mortgage	10/7/2016	749,805	0.59%	739,815	1.29%	3/12/2018	9/12/2019
Fed Natn'l Mortgage Assn	10/11/2016	749,840	0.59%	742,545	1.22%	2/23/2018	5/23/2019
Fed Home Loan Mortgage	10/24/2016	739,354	0.59%	732,741	1.03%	7/30/2018	1/30/2019
Fed Natn'l Mortgage Assn	10/24/2016	749,955	0.59%	740,520	1.25%	3/30/2018	9/30/2019
Federal Farm Credit Bank	11/1/2016	749,719	0.59%	745,065	1.02%	11/1/2018	11/1/2018
Fed Home Loan Mortgage	12/13/2016	1,005,585	0.80%	998,530	1.35%	5/30/2019	5/30/2019
Fed Home Loan Bank	12/13/2016	999,790	0.79%	993,720	1.27%	1/16/2019	1/16/2019
Fed Home Loan Mortgage	12/29/2016	747,695	0.59%	743,138	1.37%	4/15/2019	4/15/2019
Fed Natn'l Mortgage Assn	12/29/2016	743,840	0.59%	738,772	1.39%	6/20/2019	6/20/2019
Money Market		163,006	0.13%	163,006	0.01%		
Sub Total/Average		\$ 12,647,626	10.03%	\$ 12,545,438	1.19%		
Bond Reserve Accounts - Held By Trustees		\$ 7,579,680	6.01%	\$ 7,544,833			
Cash/Deposits		\$ 7,173,522	5.69%	\$ 7,173,522			
PARS Trust		\$ 1,787,404	1.42%	\$ 1,987,324	* Value as of 11/30/2017		
GRAND TOTAL/AVERAGE		\$ 126,046,764	100.00%	\$ 124,795,569			



CITY OF MORGAN HILL CASH AND INVESTMENT REPORT
FOR THE MONTH OF DECEMBER 31, 2017
FOR THE FISCAL YEAR OF 2017-18

	Invested in Fund	Yield	Book Value End of Month	% of Total	Market Value
Investments					
State Treasurer LAIF - City	All Funds Pooled	1.24%	\$ 28,932,493	22.95%	\$ 28,877,334
2014 Water Rev Bonds - Water Impact	Water Fund	1.24%	520,767	0.41%	519,774
2014 Water Rev Bonds - Water CIP	Water Fund	1.24%	1,084,671	0.86%	1,082,603
2015 Wastewater Rev Bonds - CIP	Wastewater Fund	1.24%	6,661,373	5.28%	6,648,674
Federal Issues	All Funds Pooled	1.40%	68,784,760	54.57%	67,439,814
US Treasury Notes	All Funds Pooled	1.06%	499,629	0.40%	499,225
Dreyfus Treas Cash Management Acct	All Funds Pooled	1.15%	3,022,466	2.40%	3,022,466
	SUBTOTAL		\$ 109,506,159	86.88%	\$ 108,089,889
Bond Reserve Accounts - held by trustees					
BNY - 2015 Wastewater Bonds					
Cash Balance	Wastewater Fund	0.00%	-	0.00%	-
Zions Bank - Civic Center/Library Facility					
Blackrock Liq Fund	Debt Service	0.00%	63	0.00%	63
Zions Bank - MH Police Facility Lease Revenue Bonds					
Blackrock Liq Fund	Debt Service	0.00%	80	0.00%	80
BNY - RDA Bonds					
Dreyfus Cash Mgmt 521	Successor Fund	1.15%	163,423	0.13%	163,423
US Treasury Notes	Successor Fund	1.28%	6,895,891	5.47%	6,861,045
Zions Bank - MH Ranch 2015					
Blackrock Liq Funds Fed Fund -DI -2015	Agency Fund	0.00%	256,470	0.20%	256,470
Zions Bank - Madrone Bus Park Taxable/ Tax Exempt 2015					
Blackrock Liquidity Temp Fund-2015	Agency Fund	0.00%	263,752	0.21%	263,752
	SUBTOTAL		7,579,680	6.01%	7,544,833
Other Cash/Deposits					
General Checking	All Funds		7,136,410	5.66%	7,136,410
Workers' Comp Administrators	Workers' Comp		30,000	0.02%	30,000
Petty Cash & Emergency Cash	General Fund		7,112	0.01%	7,112
PARS - OPEB Trust			987,404	0.78%	1,124,563 *
PARS - PENSION Trust			800,000	0.63%	862,762 *
	SUBTOTAL		8,960,926	7.11%	9,160,846
Total Cash and Investments			\$ 126,046,764	100.00%	\$ 124,795,569

CASH ACTIVITY SUMMARY
FY 2017-18

Fund Type	07/01/17 Balance	Change in Cash Balance	12/31/2017 Balance
General Fund	\$ 13,850,210	\$ (789,168)	\$ 13,061,042
Community Development	4,641,472	(429,178)	4,212,293
RDA Successor Agency (except Housing)	12,149,330	(5,090,433)	7,058,897
Housing Successor Agency/ CDBG	4,732,509	(1,037,905)	3,694,604
Water - Operations	1,512,329	1,024,704	2,537,034
Water Other	5,507,256	177,076	5,684,332
Sewer - Operations	2,085,815	(86,640)	1,999,175
Sewer Other	26,927,307	(517,064)	26,410,243
Other Special Revenue	4,381,840	87,246	4,469,086
Streets and Capital Projects (except RDA)	42,727,410	(469,327)	42,258,083
Debt Service	256,088	(129,257)	126,831
Internal Service	12,201,454	(367,576)	11,833,877
Agency Funds (assessment dists./refundable deposits)	4,008,713	(1,307,446)	2,701,267
Total	\$ 134,981,732	\$ (8,934,968)	\$ 126,046,764

Note: See Investment Portfolio Detail for maturities of "Investments." Market values are obtained from the City's investment brokers' monthly reports.

* Value as of 11/30/2017

I certify the information on the investment reports on pages has been reconciled to the general ledger and bank statements and that there are sufficient funds to meet the expenditure requirements of the City for the next six months. The portfolio is in compliance with the City of Morgan Hill investment policy and all State laws and regulations.

Prepared by:

Harjot Sangha, Accounting Manager

Approved by:

David Clink, Treasurer

Reviewed by:

Dat Nguyen, Finance Director



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2017-18
For the Six Months Ended December 31, 2017
50% of Year Complete

FUND REVENUE SOURCE	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
010 GENERAL FUND							
TAXES							
Property Tax - Secured/Unsecured	\$ 8,852,000	\$ 9,083,000	\$ 1,963,484	22%	\$ 1,887,848	\$ 75,636	4%
Property Tax - RPTTF Residual Distribution	1,100,000	1,200,000	-	n/a	110,974	(110,974)	-100%
Property Tax - Supplemental Roll	162,000	283,000	47,453	17%	72,447	(24,994)	-34%
Sales Tax	9,151,500	9,226,502	5,281,616	57%	4,900,185	381,431	8%
Public Safety Sales Tax	362,000	362,000	149,732	41%	140,162	9,570	7%
Transient Occupancy Taxes	2,827,050	2,827,050	1,106,885	39%	1,130,704	(23,819)	-2%
Franchise (Refuse, Cable, PG&E)	1,981,796	1,981,796	445,125	22%	412,686	32,439	8%
Property Transfer Tax	481,000	481,000	228,924	48%	196,135	32,789	17%
TOTAL TAXES	24,917,346	25,444,348	9,223,219	36%	8,851,141	372,078	4%
LICENSES/PERMITS							
Business License	202,878	202,878	178,034	88%	167,892	10,142	6%
Other Permits	7,743	7,743	3,037	39%	769	2,268	295%
TOTAL LICENSES/PERMITS	210,621	210,621	181,071	86%	168,661	12,410	7%
FINES AND PENALTIES							
Parking Enforcement	12,240	12,240	3,539	29%	5,218	(1,679)	-32%
Bails & Fines	65,280	65,280	22,776	35%	21,153	1,623	8%
Administrative Citations	-	-	7,150	n/a	400	6,750	1688%
TOTAL FINES AND PENALTIES	77,520	77,520	33,465	43%	26,771	6,694	25%
OTHER AGENCIES							
Motor Vehicle in-Lieu	17,538	17,538	-	0%	-	-	n/a
Other Revenue - Other Agencies	406,875	319,875	231,968	73%	146,777	85,191	58%
TOTAL OTHER AGENCIES	424,413	337,413	231,968	69%	146,777	85,191	58%
CHARGES CURRENT SERVICES							
Police False Alarm Charge	32,640	32,640	13,949	43%	23,208	(9,259)	-40%
Business License Application Review	36,633	36,633	18,836	51%	19,962	(1,126)	-6%
Membership Services & Rec Programs	6,023,650	6,197,036	2,974,591	48%	2,882,854	91,737	3%
Facility Rentals	932,986	904,666	481,812	53%	458,219	23,593	5%
Community Services	139,190	139,190	48,058	35%	84,093	(36,035)	-43%
General Administration Overhead	1,323,077	1,323,077	660,144	50%	628,710	31,434	5%
Other Charges Current Services	903,402	903,402	331,788	37%	366,435	(34,647)	-9%
TOTAL CURRENT SERVICES	9,391,578	9,536,644	4,529,178	47%	4,463,481	65,697	1%
OTHER REVENUE							
Use of money/property	309,396	309,396	167,664	54%	143,889	23,775	17%
Other Revenues	151,306	157,306	1,877,731	1194%	388,500	1,489,231	383%
TOTAL OTHER REVENUE	460,702	466,702	2,045,394	438%	532,389	1,513,005	284%
TRANSFERS IN							
One Time Transfer	-	26,595	-	0%	-	-	0%
Public Safety	100,000	100,000	81,000	81%	50,000	31,000	62%
Streets	761,458	761,458	323,000	42%	339,604	(16,604)	-5%
Police Impact	25,000	25,000	12,498	50%	-	12,498	n/a
Sewer Operations	347,025	347,025	173,514	50%	172,500	1,014	1%
Water Operations	347,025	347,025	173,514	50%	172,500	1,014	1%
Park Development	75,000	75,000	37,500	50%	37,500	-	n/a
TOTAL TRANSFERS IN	1,655,508	1,682,103	801,026	48%	772,104	28,922	4%
TOTAL GENERAL FUND	37,137,688	37,755,351	17,045,322	45%	14,961,324	2,083,998	14%
SPECIAL REVENUE FUNDS							
202 STREET MAINTENANCE							
Gas Tax 2105 - 2107.5	761,458	761,458	324,099	43%	339,604	(15,505)	-5%
Interest / Other Revenue/Other Charges	72	72	462	642%	571	(109)	-19%
202 STREET MAINTENANCE	761,530	761,530	324,561	43%	340,175	(15,614)	-5%

Attachment: December 2017 Financial and Investment Report (1623 : December 2017 Financial and Investment Report)



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2017-18
For the Six Months Ended December 31, 2017
50% of Year Complete

FUND REVENUE SOURCE	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
SPECIAL REVENUE FUNDS							
205 PUBLIC SAFETY TRUST							
Interest Income	395	395	141	36%	177	(36)	-21%
Police Grant/SLEF/JAG	100,000	100,000	64,416	64%	54,324	10,092	19%
205 PUBLIC SAFETY TRUST	100,395	100,395	64,557	64%	54,501	10,056	18%
206 COMMUNITY DEVELOPMENT							
Building Fees	1,937,862	1,937,862	1,154,711	60%	1,362,687	(207,976)	-15%
Planning Fees	1,131,051	1,131,051	395,070	35%	428,003	(32,933)	-8%
Engineering Fees	601,640	601,640	613,946	102%	879,130	(265,184)	-30%
Other Revenue/Current Charges	9,417	9,417	22,539	239%	18,529	4,010	22%
206 COMMUNITY DEVELOPMENT	3,679,970	3,679,970	2,186,265	59%	2,688,349	(502,084)	-19%
207 GENERAL PLAN UPDATE	706,212	706,212	339,954	48%	435,739	(95,785)	-22%
215 and 216 HCD BLOCK GRANT							
Interest Income/Other Revenue	417	417	1,617	388%	2,146	(529)	-25%
215 and 216 HCD BLOCK GRANT	417	417	1,617	388%	2,146	(529)	-25%
225 ASSET SEIZURE	250	250	771	308%	51,808	(51,037)	-99%
229 LIGHTING AND LANDSCAPE	187,321	187,321	834	0%	739	95	13%
230 COMMUNITY FACILITIES DISTRICT	43,340	43,340	297	1%	163	134	82%
232 ENVIRONMENTAL PROGRAMS	382,164	382,164	265,607	70%	210,394	55,213	26%
234 MOBILE HOME PARK RENT STAB.	3,931	3,931	2,211	56%	3,759	(1,548)	-41%
235 SENIOR HOUSING	1,633	1,633	1,248	76%	942	306	33%
236 HOUSING MITIGATION	842,443	842,443	1,838,939	218%	1,252,282	586,657	47%
240 EMPLOYEE ASSISTANCE	30,966	30,966	14,546	47%	13,339	1,207	9%
247 ENVIRONMENT REMEDIATION	1,104	1,104	794	72%	637	157	25%
250 COMH-SUCCESSOR AGENCY-MHRDA	7,131,889	7,131,889	31,846	0%	1,153,279	(1,121,433)	-97%
255 HOUSING SUCCESSOR AGENCY	1,285,374	1,285,374	207,451	16%	282,105	(74,654)	-26%
TOTAL SPECIAL REVENUE FUNDS	15,158,940	15,158,940	5,281,498	35%	6,490,357	(1,208,859)	-19%
CAPITAL PROJECTS FUNDS							
301 PARK DEVELOPMENT	1,439,640	1,931,640	1,497,478	78%	348,616	1,148,862	330%
302 PARK MAINTENANCE	888,026	905,061	1,067,034	118%	742,894	324,140	44%
303 LOCAL DRAINAGE	1,822,884	1,822,884	1,678,093	92%	1,159,358	518,735	45%
304 LOCAL DRAINAGE/NON AB1600	70,894	70,894	142,692	201%	147,400	(4,708)	-3%
306 AGRICULTURE & OPEN SPACE PRESERVATION	1,539,970	1,539,970	485,193	32%	134,697	350,496	260%
308 STREET CIP	1,357,235	1,603,833	934,970	58%	865,900	69,070	8%
309 TRAFFIC IMPACT	1,348,287	1,348,287	187,847	14%	397,384	(209,537)	-53%
311 POLICE IMPACT	256,218	256,218	152,094	59%	67,201	84,893	126%
313 FIRE IMPACT	94,577	94,577	44,262	47%	68,735	(24,473)	-36%
346 PUBLIC FACILITIES NON-AB1600	617,956	617,956	76,636	12%	634,568	(557,932)	-88%
347 PUBLIC FACILITIES IMPACT	171,217	171,217	103,384	60%	41,961	61,423	146%
348 LIBRARY	1,250,509	1,250,509	336,847	27%	124,291	212,556	171%
350 UNDERGROUNDING	53,236	53,236	199,614	375%	833,329	(633,715)	-76%
355 SCHOOL PEDESTRIAN/TRAFFIC SAFETY	544,341	544,341	65,391	12%	841,159	(775,768)	-92%
360 COMMUNITY/REC IMPACT FUND	985,274	985,274	547,601	56%	91,485	456,116	499%
TOTAL CAPITAL PROJECTS FUNDS	12,440,264	13,195,897	7,519,137	57%	6,498,978	1,020,159	16%
DEBT SERVICE FUNDS							
420 CIVIC CENTER DEBT	297,408	297,408	147,766	50%	149,918	(2,152)	-1%
441 POLICE FACILITY BOND	385,373	385,373	229,207	59%	187,948	41,259	22%
TOTAL DEBT SERVICE FUNDS	682,781	682,781	376,973	55%	337,866	39,107	12%

Attachment: December 2017 Financial and Investment Report (1623 : December 2017 Financial and Investment Report)



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2017-18
For the Six Months Ended December 31, 2017
50% of Year Complete

FUND REVENUE SOURCE	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
ENTERPRISE FUNDS							
640 SEWER OPERATION							
Sewer Service Fees	10,602,695	10,602,695	4,862,017	46%	4,697,662	164,355	3%
Interest Income/Transfers	48,461	48,461	12,339	25%	9,264	3,075	33%
Other Revenue/Current Charges	183,354	183,354	173,835	95%	273,041	(99,206)	-36%
640 SEWER OPERATION	10,834,510	10,834,510	5,048,192	47%	4,979,967	68,225	1%
641 SEWER EXPANSION							
Interest Income	59,474	59,474	82,153	138%	62,394	19,759	32%
Development Impact Fee	4,727,753	4,727,753	1,894,357	40%	855,451	1,038,906	121%
Transfers/Other	-	-	0	0%	600	(600)	-100%
641 SEWER EXPANSION	4,787,227	4,787,227	1,976,510	41%	918,445	1,058,065	115%
642 SEWER RATE STABILIZATION	15,702	15,702	14,350	91%	10,690	3,660	34%
643 SEWER-CAPITAL PROJECT	2,424,509	2,424,509	1,230,895	51%	1,342,462	(111,567)	-8%
TOTAL SEWER FUNDS	18,061,948	18,061,948	8,269,946	46%	7,251,564	1,018,382	14%
650 WATER OPERATION							
Water Sales	11,201,856	11,401,856	6,173,466	54%	5,114,740	1,058,726	21%
Meter Install & Service	120,575	120,575	214,177	178%	129,981	84,196	65%
Transfers-In / Interest Income	424,507	424,507	217,855	51%	207,236	10,619	5%
Other Revenue/Current Charges	475,784	275,784	478,733	174%	492,329	(13,596)	-3%
650 WATER OPERATION	12,222,722	12,222,722	7,084,230	58%	5,944,286	1,139,944	19%
651 WATER EXPANSION							
Interest Income/Other Revenue/Transfer	1,944	1,944	19,371	996%	13,907	5,464	39%
Development Impact Fee	1,196,984	1,196,984	497,651	42%	286,424	211,227	74%
651 WATER EXPANSION	1,198,928	1,198,928	517,022	43%	300,331	216,691	72%
652 Water Rate Stabilization	505,618	505,618	253,625	50%	250,604	3,021	1%
653 Water Capital Project	1,351,992	1,351,992	680,435	50%	481,362	199,073	41%
TOTAL WATER FUNDS	15,279,260	15,279,260	8,535,312	56%	6,976,583	1,558,729	22%
TOTAL ENTERPRISE FUNDS	33,341,208	33,341,208	16,805,258	50%	14,228,147	2,577,111	18%
INTERNAL SERVICE FUNDS							
730 INFORMATION SYSTEMS	1,592,812	1,592,812	803,824	50%	807,022	(3,198)	0%
740 BUILDING MAINTENANCE	3,066,615	3,149,985	1,565,263	50%	1,559,016	6,247	0%
741 BUILDING REPLACEMENT	487,008	487,008	247,894	51%	240,299	7,595	3%
745 CIP ADMINISTRATION	1,869,109	1,869,109	684,291	37%	665,312	18,979	3%
760 UNEMPLOYMENT INSURANCE	1,094	1,094	930	85%	737	193	26%
770 WORKERS COMPENSATION	763,390	763,390	373,028	49%	384,330	(11,302)	-3%
790 EQUIPMENT REPLACEMENT	974,418	974,418	498,763	51%	615,715	(116,952)	-19%
791 EMPLOYEE BENEFITS	624,676	624,676	307,175	49%	321,190	(14,015)	-4%
793 CORPORATION YARD COMMISSION	-	-	341	0%	-	341	n/a
795 GENERAL LIABILITY INSURANCE	941,342	941,342	474,845	50%	429,547	45,298	11%
TOTAL INTERNAL SERVICE FUNDS	10,320,464	10,403,834	4,956,354	48%	5,023,168	(66,814)	-1%
TOTAL FOR ALL FUNDS	\$ 109,081,345	\$ 110,538,011	\$ 51,984,542	47%	\$ 47,539,840	\$ 4,444,702	9%

Attachment: December 2017 Financial and Investment Report (1623 : December 2017 Financial and Investment Report)



City of Morgan Hill
 Year to Date Expenses - Fiscal Year 2017-18
 For the Month and Six Months Ended December 31, 2017
 50% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIOR YTD
010 GENERAL FUND								
I. ADMINISTRATION								
	CITY COUNCIL	\$ 13,214	\$ 400,865	\$ 133,315	\$ 41,500	\$ 174,815	44%	\$ 181,000
	CITY ATTORNEY	49,193	836,813	352,725	122,752	475,477	57%	310,000
	CITY MANAGER/ATTORNEY LOAN	-	1,300,000	1,300,000	-	1,300,000	100%	830,000
	CITY MANAGER	133,443	1,846,979	567,601	584,198	1,151,799	62%	420,000
	HUMAN RESOURCES	59,755	757,742	376,639	12,170	388,809	51%	330,000
	COUNCIL SVCS & RECORDS MGMT							
	Council Svcs & Records Mgmt	50,926	601,195	292,507	11,200	303,707	51%	270,000
	Elections	1,392	30,669	35,815	-	35,815	117%	10,000
	COUNCIL SVCS & RECORDS MGMT	52,319	631,864	328,322	11,200	339,522	54%	280,000
	FINANCE	142,412	1,613,065	802,448	45,975	848,424	53%	840,000
	TOTAL ADMINISTRATION	450,335	7,387,327	3,861,050	817,795	4,678,846	63%	3,230,000
II. COMMUNITY SERVICES								
	Membership Services & Rec. Programs	693,110	5,914,430	2,909,462	1,379,103	4,288,565	73%	2,740,000
	Recreation Facility Rentals	103,735	1,299,185	652,142	-	652,142	50%	620,000
	Community Services	67,532	768,671	355,917	63,603	419,520	55%	320,000
	Solid Waste Management	13,207	277,104	95,741	-	95,741	35%	80,000
	Street Maintenance	141,982	2,225,954	958,520	246,339	1,204,859	54%	890,000
	Downtown Maintenance	22,768	296,241	122,986	50,128	173,114	58%	40,000
	Cable Television	1,560	49,443	9,738	-	9,738	20%	10,000
	COMMUNITY SERVICES	1,043,894	10,831,028	5,104,505	1,739,173	6,843,678	63%	4,730,000
	CODE COMPLIANCE	9,959	141,628	59,379	-	59,379	42%	40,000
	CONGESTION MANAGEMENT	3,668	77,570	52,520	-	52,520	68%	40,000
	TOTAL COMMUNITY SERVICES	1,057,522	11,050,226	5,216,403	1,739,173	6,955,577	63%	4,820,000
III. PUBLIC SAFETY								
	POLICE							
	PD Administration	72,883	1,185,166	572,394	21,812	594,206	50%	540,000
	Field Operations	594,326	7,900,485	3,769,454	111,342	3,880,796	49%	3,690,000
	Support Services	159,053	2,089,756	989,479	8,658	998,137	48%	1,030,000
	Emergency Services/Haz Mat	15,380	217,012	89,929	-	89,929	41%	80,000
	Special Operations	202,594	2,779,972	1,337,255	-	1,337,255	48%	1,250,000
	Dispatch Services	117,706	1,694,978	781,793	-	781,793	46%	760,000
	POLICE	1,161,942	15,867,369	7,540,303	141,812	7,682,116	48%	7,370,000
	FIRE	428,893	5,785,389	2,950,270	3,095	2,953,365	51%	2,740,000
	TOTAL PUBLIC SAFETY	1,590,835	21,652,758	10,490,573	144,908	10,635,480	49%	10,120,000
IV. TRANSFERS								
	Other	145,443	1,901,915	1,039,248	-	1,039,248	55%	1,200,000
	TOTAL TRANSFERS	145,443	1,901,915	1,039,248	-	1,039,248	55%	1,200,000
	TOTAL GENERAL FUND	3,244,134	41,992,226	20,607,274	2,701,876	23,309,151	56%	19,380,000

Attachment: December 2017 Financial and Investment Report (1623 : December 2017 Financial and Investment Report)



City of Morgan Hill
Year to Date Expenses - Fiscal Year 2017-18
For the Month and Six Months Ended December 31, 2017
50% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIOR YTD
SPECIAL REVENUE FUNDS								
202	STREET MAINTENANCE	200,169	763,480	324,064	-	324,064	42%	34%
205	PUBLIC SAFETY/SUPP.LAW	65,000	100,000	81,000	-	81,000	81%	51%
206	COMMUNITY DEVELOPMENT FUND							
	Planning	158,569	2,241,307	910,213	411,376	1,321,589	59%	93%
	Building	114,779	1,789,823	870,330	56,537	926,868	52%	86%
	Engineering	129,364	1,292,702	643,985	125,494	769,479	60%	47%
206	COMMUNITY DEVELOPMENT FUND	402,712	5,323,832	2,424,528	593,407	3,017,936	57%	2,27%
207	GENERAL PLAN UPDATE	40,684	988,643	299,092	231,260	530,351	54%	25%
215/216	CDBG	743	45,331	8,883	196,092	204,976	452%	1%
225	ASSET SEIZURE	-	26,595	-	-	-	0%	-
229	LIGHTING AND LANDSCAPE	15,881	205,430	93,169	53,420	146,589	71%	7%
230	COMMUNITY FACILITIES DISTRICT	1,104	45,100	8,675	3,120	11,794	26%	1%
232	ENVIRONMENT PROGRAMS	21,589	345,422	163,395	19,900	183,295	53%	15%
234	MOBILE HOME PARK	71	880	426	-	426	48%	-
236	HOUSING MITIGATION	34,919	1,320,091	279,572	183,808	463,380	35%	2,68%
240	EMPLOYEE ASSISTANCE	104	41,247	11,617	-	11,617	28%	1%
250	COMH-SUCCESSOR AGENCY-MHRDA	11,420	7,178,310	5,119,662	23,890	5,143,552	72%	6,59%
255	HOUSING SUCCESSOR AGENCY	72,720	1,945,760	1,249,472	275,000	1,524,472	78%	44%
TOTAL SPECIAL REVENUE FUNDS		867,115	18,330,121	10,063,555	1,579,896	11,643,452	64%	12,90%
CAPITAL PROJECT FUNDS								
301	PARK DEVELOPMENT	562,274	6,999,879	3,428,759	864,423	4,293,182	61%	55%
302	PARK MAINTENANCE	108,785	2,471,521	495,403	18,785	514,188	21%	50%
303	LOCAL DRAINAGE	1,078	47,010	6,099	-	6,099	13%	1%
304	LOCAL DRAIN. NON-AB1600	2,635	189,171	50,559	-	50,559	27%	1%
306	AGRICULTURE & OPEN SPACE PRESERVATION	3,266	2,481,696	25,051	78,876	103,926	4%	78%
308	STREET CIP	1,197,040	5,335,964	2,084,209	310,922	2,395,132	45%	9%
309	TRAFFIC IMPACT	25,726	3,913,053	289,657	219,165	508,821	13%	82%
311	POLICE IMPACT	2,179	237,117	134,545	-	134,545	57%	13%
313	FIRE IMPACT	113	623,735	668	-	668	0%	-
346	PUBLIC FAC.NON AB1600	66,982	1,020,977	518,957	75,205	594,162	58%	46%
347	PUBLIC FACILITIES IMPACT	93	439,481	520	-	520	0%	-
348	LIBRARY IMPACT	17,785	3,824,836	171,275	244,800	416,075	11%	17%
350	UNDERGROUNDING	45	55,539	270	-	270	0%	58%
355	SCHOOL PEDESTRIAN & TRAFFIC SAFETY	31,284	1,809,032	242,675	27,942	270,616	15%	1%
360	COMM/REC CENTER IMPACT	88	244,000	244	-	244	0%	-
TOTAL CAPITAL PROJECTS FUNDS		2,019,374	29,693,010	7,448,891	1,840,118	9,289,009	31%	4,13%
DEBT SERVICE FUNDS								
420	CIVIC CENTER DEBT	97	297,423	209,774	-	209,774	71%	21%
441	POLICE FACILITY BOND DEBT	198	383,610	295,600	-	295,600	77%	27%
TOTAL DEBT SERVICE FUNDS		295	681,033	505,374	-	505,374	74%	49%

Attachment: December 2017 Financial and Investment Report (1623 : December 2017 Financial and Investment Report)



City of Morgan Hill
 Year to Date Expenses - Fiscal Year 2017-18
 For the Month and Six Months Ended December 31, 2017
 50% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIOR YTD
ENTERPRISE FUNDS								
SEWER								
640	SEWER OPERATIONS	459,838	10,846,377	4,948,796	84,557	5,033,353	46%	4,790
641	SEWER CAPITAL EXPANSION	21,325	19,130,592	672,318	571,549	1,243,868	7%	310
642	SEWER RATE STABILIZATION	325	3,900	1,950	-	1,950	50%	-
643	SEWER-CAPITAL PROJECTS	303,614	8,453,383	2,374,279	256,178	2,630,457	31%	2,310
TOTAL SEWER FUND(S)		785,101	38,434,252	7,997,343	912,284	8,909,627	23%	7,420
WATER								
	Water Operations	530,665	11,005,629	4,792,735	555,321	5,348,056	49%	4,540
	Utility Billing	53,820	836,258	361,847	32,323	394,170	47%	340
	Water Conservation	8,130	212,502	44,811	85,133	129,943	61%	40
650	WATER OPERATIONS	592,615	12,054,389	5,199,393	672,777	5,872,170	49%	4,930
651	WATER CAPITAL EXPANSION	15,719	3,405,848	304,720	2,156,858	2,461,578	72%	1,050
652	WATER RATE STABILIZATION	51	662	306	-	306	46%	-
653	WATER-CAPITAL PROJECTS	217,707	2,991,557	804,343	1,214,922	2,019,264	67%	2,580
TOTAL WATER FUND(S)		826,092	18,452,455	6,308,761	4,044,556	10,353,317	56%	8,570
TOTAL ENTERPRISE FUNDS		1,611,193	56,886,707	14,306,104	4,956,840	19,262,944	34%	16,000
INTERNAL SERVICE FUNDS								
730	INFORMATION SYSTEMS	95,276	1,796,307	954,871	25,801	980,672	55%	620
740	BUILDING MAINTENANCE	249,910	3,328,743	1,419,433	311,597	1,731,029	52%	1,320
741	BUILDING REPLACEMENT	9,099	524,821	209,430	102,477	311,908	59%	350
745	CIP ADMINISTRATION	106,292	1,872,190	685,545	16,175	701,719	37%	660
760	UNEMPLOYMENT	-	20,400	2,466	-	2,466	12%	-
770	WORKERS COMPENSATION	31,644	808,807	868,484	-	868,484	107%	320
790	EQUIPMENT REPLACEMENT	62,071	1,096,467	284,290	496,780	781,070	71%	1,280
791	EMPLOYEE BENEFITS FUND	241,581	558,538	437,840	-	437,840	78%	940
793	CORP YARD COMMISSION	2,478	-	6,279	1,903	8,182	0%	-
795	GEN. LIABILITY INSURANCE	5,400	1,059,920	576,963	-	576,963	54%	720
TOTAL INTERNAL SERVICE FUNDS		803,751	11,066,194	5,445,601	954,732	6,400,334	58%	6,270
REPORT TOTAL		\$ 8,545,863	\$ 158,649,290	\$ 58,376,800	\$ 12,033,462	\$ 70,410,262	44%	\$ 59,190

City of Morgan Hill Fund Activity Summary - Fiscal Year 2017-18 For the Six Months Ended December 31, 2017 50% of Year Complete										
Fund No.	Fund	Fund Balance 06-30-17	Revenues		Expenses		Year to-Date Deficit or Carryover	Ending Fund Balance		
			YTD Actual	% of Budget	YTD Actual	% of Budget		Reserved ¹	Unreserved	
010	GENERAL FUND	\$ 16,830,617	\$ 17,045,322	45%	\$ 20,607,274	49%	\$ (3,561,953)	\$ 2,701,876	\$ 10,566,788	
TOTAL GENERAL FUND		\$ 16,830,617	\$ 17,045,322	45%	\$ 20,607,274	49%	\$ (3,561,953)	\$ 2,701,876	\$ 10,566,788	
202	STREET MAINTENANCE	440	\$ 324,561	43%	\$ 324,064	49%	\$ 497	\$ -	\$ 937	
205	PUBLIC SAFETY/SUPPL. LAW	16,702	64,557	64%	81,000	50%	(16,443)	-	259	
206	COMMUNITY DEVELOPMENT	2,646,685	2,186,265	59%	2,424,528	46%	(238,264)	593,407	1,815,014	
207	GENERAL PLAN UPDATE	1,170,077	339,954	48%	299,092	30%	40,862	231,260	979,680	
215 / 216	CDBG	95,752	1,617	388%	8,883	0%	(7,266)	196,092	(107,606)	
225	ASSET SEIZURE	136,345	771	308%	-	0%	771	-	137,117	
229	LIGHTING AND LANDSCAPE	160,594	834	0%	93,169	45%	(92,335)	53,420	14,839	
230	COMMUNITY FACILITIES DISTRICT	60,276	297	1%	8,675	0%	(8,378)	3,120	48,778	
232	ENVIRONMENTAL PROGRAMS	157,637	265,607	70%	163,395	47%	102,212	19,900	239,949	
234	MOBILE HOME PK RENT STAB.	41,059	2,211	56%	426	48%	1,785	-	42,844	
235	SENIOR HOUSING	220,710	1,248	76%	-	0%	1,248	-	221,958	
236	HOUSING MITIGATION	2,178,174	1,838,939	218%	279,572	21%	1,559,367	183,808	3,553,733	
240	EMPLOYEE ASSISTANCE	36,302	14,546	47%	11,617	28%	2,929	-	39,231	
247	ENVIRONMENT REMEDIATION	139,723	794	72%	-	0%	794	-	140,517	
250	COMH-SUCCESSOR AGENCY-MHRDA	4,650,153	31,846	0%	5,119,662	71%	(5,087,816)	7,083,204	(7,520,867)	
255	HOUSING SUCCESSOR AGENCY	3,956,700	207,451	16%	1,249,472	64%	(1,042,022)	2,788,275	126,403	
TOTAL SPECIAL REVENUE FUNDS		\$ 15,667,329	\$ 5,281,498	35%	\$ 10,063,555	55%	\$ (4,782,057)	\$ 11,152,485	\$ (267,213)	
301	PARK DEV. IMPACT FUND	4,850,439	\$ 1,497,478	78%	\$ 3,428,759	49%	\$ (1,931,281)	\$ 864,423	\$ 2,054,735	
302	PARK MAINTENANCE	5,431,371	1,067,034	118%	495,403	20%	571,631	18,785	5,984,217	
303	LOCAL DRAINAGE	8,381,669	1,678,093	92%	6,099	13%	1,671,994	-	10,053,662	
304	LOCAL DRAINAGE/NON-AB1600	1,301,563	142,692	201%	50,559	27%	92,133	-	1,393,697	
306	AGRICULTURE AND OPEN SPACE PRESERV	6,014,381	485,193	32%	25,051	0%	460,142	78,876	6,395,647	
308	STREET CIP	1,819,399	934,970	58%	2,084,209	0%	(1,149,240)	310,922	359,237	
309	TRAFFIC IMPACT FUND	4,539,601	187,847	14%	289,657	7%	(101,810)	219,165	4,218,627	
311	POLICE IMPACT FUND	(778,194)	152,094	59%	134,545	57%	17,549	-	(760,645)	
313	FIRE IMPACT FUND	3,818,916	44,262	47%	668	0%	43,595	-	3,862,511	
346	PUBLIC FACILITIES NON-AB1600	1,117,552	76,636	12%	518,957	51%	(442,321)	-	675,231	
347	PUBLIC FACILITIES IMPACT FUND	343,009	103,384	60%	520	0%	102,864	244,800	201,073	
348	LIBRARY IMPACT FUND	2,103,639	336,847	27%	171,275	4%	165,571	-	2,269,211	
350	UNDERGROUNDING	510,438	199,614	375%	270	0%	199,344	27,942	681,841	
355	SCHOOL PEDESTRIAN/TRAFFIC SFTY	1,640,864	65,391	12%	242,675	13%	(177,283)	-	1,463,581	
360	COMM/REC CTR IMPACT FUND	268,766	547,601	56%	244	0%	547,357	-	816,123	
TOTAL CAPITAL PROJECT FUNDS		\$ 41,363,413	\$ 7,519,137	57%	\$ 7,448,891	25%	\$ 70,245	\$ 1,764,912	\$ 39,668,746	
420	CIVIC CENTER DEBT	161,328	\$ 147,766	50%	\$ 209,774	71%	\$ (62,008)	\$ 63	\$ 99,257	
441	POLICE FACILITY BOND DEBT	93,903	229,207	59%	295,600	77%	(66,393)	80	27,431	
TOTAL DEBT SERVICE FUNDS		\$ 255,231	\$ 376,973	55%	\$ 505,374	74%	\$ (128,401)	\$ 143	\$ 126,687	

City of Morgan Hill Fund Activity Summary - Fiscal Year 2017-18 For the Six Months Ended December 31, 2017 50% of Year Complete									
Fund No.	Fund	Fund Balance 06-30-17	Revenues		Expenses		Year to-Date Deficit or Carryover	Ending Fund Balance	
			YTD Actual	% of Budget	YTD Actual	% of Budget		Reserved ¹	Unreserved

640	SEWER OPERATIONS	\$ 2,997,397	\$ 5,048,192	47%	\$ 4,948,796	46%	\$ 99,396	84,557	3,012,236
641	SEWER IMPACT FUND*	13,739,517	1,976,510	41%	672,318	4%	1,304,192	571,549	14,472,159
642	SEWER RATE STABILIZATION	2,538,125	14,350	91%	1,950	50%	12,400	-	2,550,525
643	SEWER-CAPITAL PROJECTS	8,964,265	1,230,895	51%	2,374,279	28%	(1,143,384)	256,178	7,564,703
650	WATER OPERATIONS	1,329,683	7,084,230	58%	5,199,393	43%	1,884,838	672,777	2,541,744
651	WATER IMPACT FUND*	3,153,845	517,022	43%	304,720	9%	212,302	2,156,858	1,209,289
652	WATER RATE STABILIZATION	539,303	253,625	50%	306	46%	253,319	-	792,622
653	WATER -CAPITAL PROJECT	613,123	680,435	50%	804,343	27%	(123,908)	1,214,922	(725,707)
TOTAL ENTERPRISE FUNDS		\$ 33,875,258	\$ 16,805,258	50%	\$ 14,306,104	25%	\$ 2,499,154	\$ 4,956,840	\$ 31,417,572

730	INFORMATION SERVICES	\$ 612,170	\$ 803,824	50%	\$ 954,871	53%	\$ (151,047)	25,801	\$ 435,322
740	BUILDING MAINTENANCE	126,409	1,585,263	50%	1,419,433	43%	145,831	311,597	(39,357)
741	BUILDING REPLACEMENT	2,063,612	247,894	51%	209,430	40%	38,463	102,477	1,999,597
745	CIP ENGINEERING	32,485	684,291	37%	685,545	37%	(1,254)	16,175	15,057
760	UNEMPLOYMENT	164,584	930	85%	2,466	12%	(1,535)	-	163,048
770	WORKERS COMPENSATION	1,647,992	373,028	49%	868,484	107%	(495,456)	30,000	1,122,536
790	EQUIPMENT REPLACEMENT	4,110,874	498,763	51%	284,290	26%	214,473	496,780	3,828,567
791	EMPLOYEE BENEFITS FUNDS	584,228	307,175	49%	437,840	78%	(130,665)	-	453,563
793	CORP YARD COMMISSION	-	341	0%	6,279	0%	(5,938)	1,903	(7,841)
795	GEN. LIABILITY INSURANCE	1,106,814	474,845	50%	576,963	54%	(102,119)	-	1,004,695
TOTAL INTERNAL SERVICE FUNDS		\$ 10,449,167	\$ 4,956,354	48%	\$ 5,445,601	49%	\$ (489,247)	\$ 984,732	\$ 8,975,188

SUMMARY BY FUND TYPE

GENERAL FUND GROUP	\$ 16,830,617	\$ 17,045,322	45%	\$ 20,607,274	49%	\$ (3,561,953)	2,701,876	\$ 10,566,788
SPECIAL REVENUE GROUP	15,667,329	5,281,498	35%	10,063,555	55%	(4,782,057)	11,152,485	(267,213)
DEBT SERVICE GROUP	255,231	376,973	55%	505,374	74%	(128,401)	143	126,687
CAPITAL PROJECTS GROUP	41,363,413	7,519,137	57%	7,448,891	25%	70,245	1,764,912	39,688,746
ENTERPRISE GROUP	33,875,258	16,805,258	50%	14,306,104	25%	2,499,154	4,956,840	31,417,572
INTERNAL SERVICE GROUP	10,449,167	4,956,354	48%	5,445,601	49%	(489,247)	984,732	8,975,188
TOTAL ALL GROUPS	\$ 118,441,015	\$ 51,984,542	47%	\$ 58,376,800	37%	\$ (6,392,258)	\$ 21,560,989	\$ 90,487,768

For Enterprise Funds: Unrestricted fund balance = Fund balance net of fixed assets and long-term liabilities.

*Unreserved fund balance includes bond proceeds reserved for projects listed in bond documents.

¹ Amount restricted for encumbrances, fixed asset replacement, long-term receivables, and bond reserves.

² Amount restricted for debt service payments and AB1600 capital expansion projects as detailed in the City's five year CIP Plan and bond agreements.

City of Morgan Hill California

2nd Quarter FY 2017-18 Financial Report



General Fund

- Revenues are tracking to slightly exceed budget
- Key GF revenues:

Category	Budget	YTD Actual	Prior YTD
Property Tax	\$11,047,000	\$ 2,239,861	\$ 2,267,404
Sales Tax	9,588,502	5,431,348	5,040,347
Svc Charges	9,536,644	4,529,178	4,463,481
Hotel Tax	2,827,050	1,106,885	1,130,704

- Expenditures including encumbrances:

Total Exp	\$41,992,226	\$23,309,151	\$21,051,229
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Community Development Fund

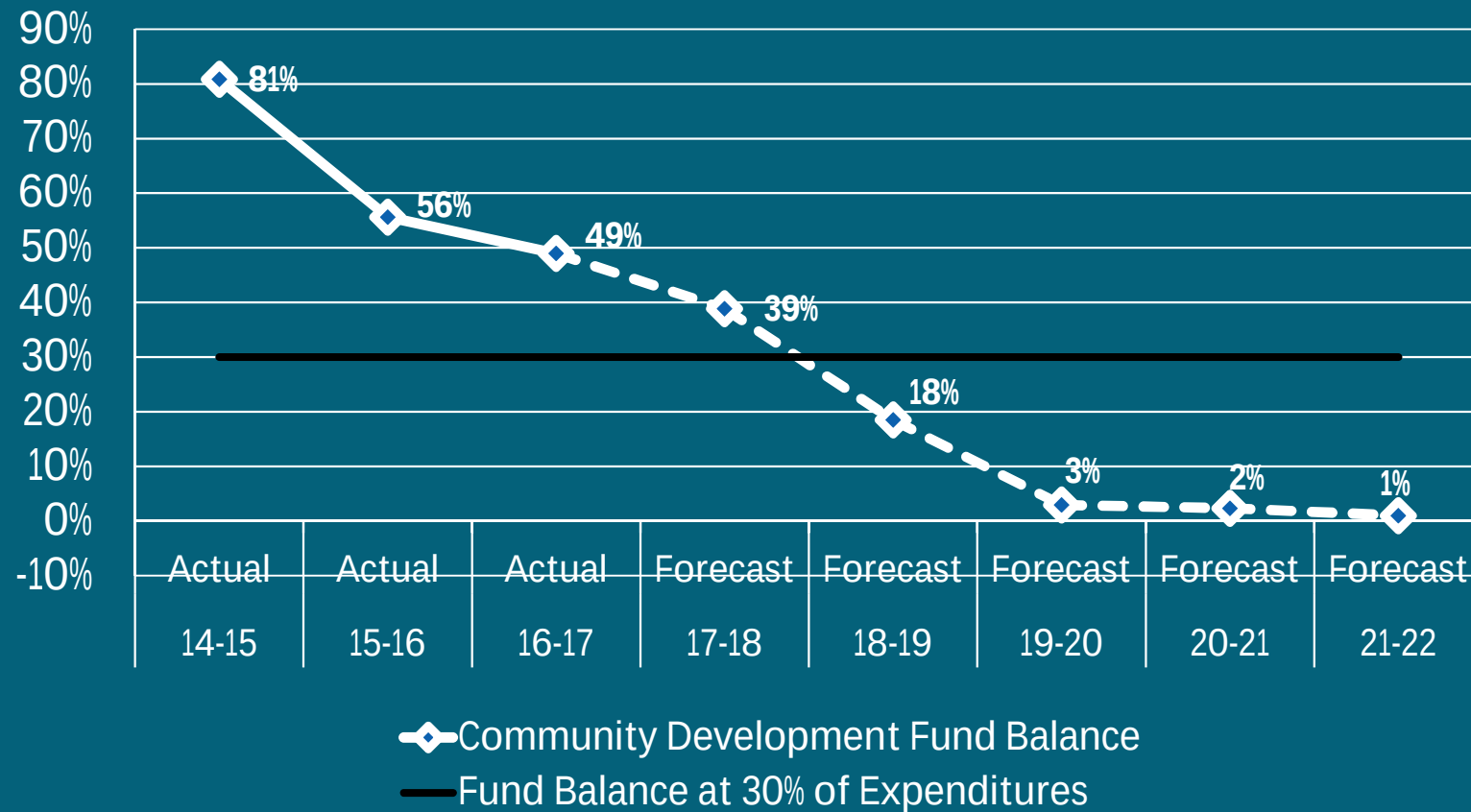
- Revenues are projected to come in better than budget

Category	Budget	YTD Actual	Prior YTD
Revenues	\$3,679,970	\$2,186,265	\$2,688,349
Expenditures	5,323,832	3,017,936	2,730,131
Net	(\$1,643,862)	(\$831,671)	(\$41,782)



Community Development Fund (cont'd)

- CD fund balance forecast



Enterprise Funds

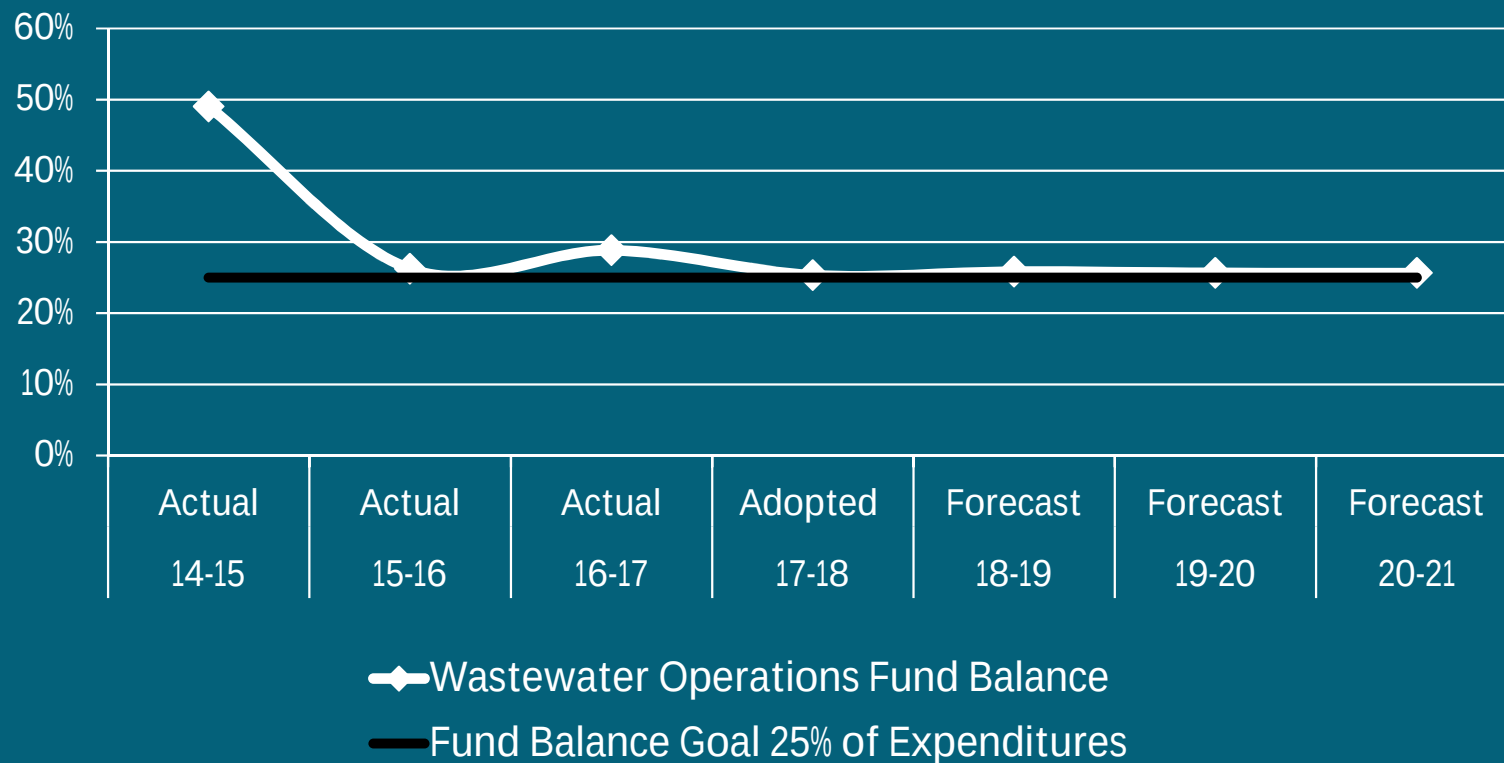
- Wastewater Operations
 - Revenues are tracking slightly below budget

Category	Budget	YTD Actual	Prior YTD
Revenues	\$10,834,510	\$5,048,192	\$4,979,967
Expenditures	10,846,377	5,033,353	4,873,018
Net	(\$11,867)	\$14,839	\$106,949



Enterprise Funds – cont'd

- Wastewater Op fund balance forecast



Enterprise Funds – cont'd

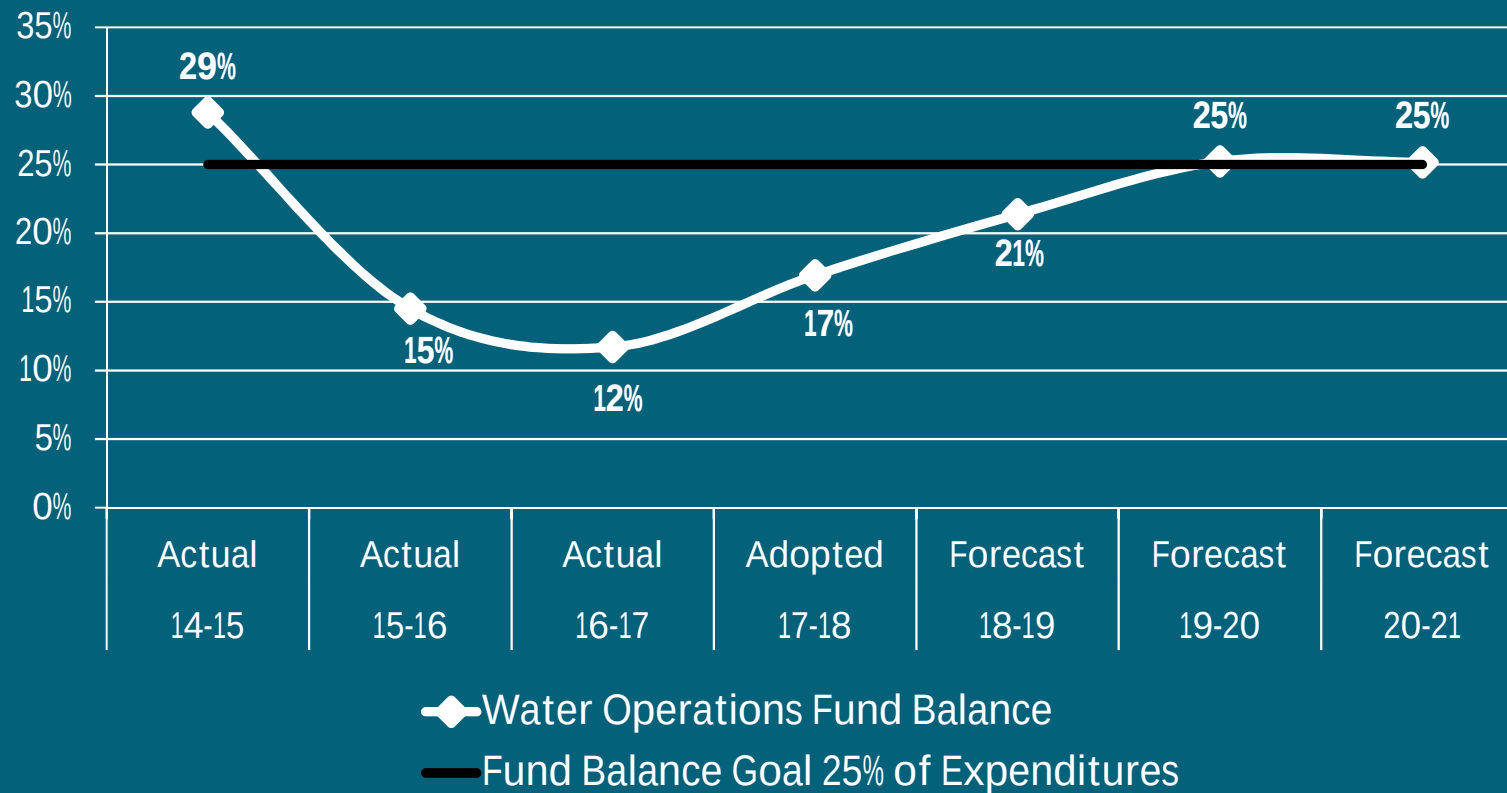
- Water Operations

Category	Budget	YTD Actual	Prior YTD
Revenues	\$12,222,722	\$7,084,230	\$5,944,286
Expenditures	12,054,389	5,872,170	5,750,081
Net	\$168,333	\$1,212,060	\$194,205



Enterprise Funds – cont'd

- Water Op fund balance forecast





CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

PREPARED BY: John Lang, Economic Development Coordinator
APPROVED BY: City Manager

MODIFICATION TO THE DEVELOPMENT IMPACT FEE FREEZE PROGRAM

RECOMMENDATION(S)

Adopt resolution amending Resolution 17-052 freezing development impact fees to Fiscal Year 16/17 schedule through Fiscal Year FY 19/20 to stimulate construction of certain qualified Economic Development job and/or revenue creating developments.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility

2018 Strategic Priorities

Financial Stewardship

POLICY CONSIDERATIONS:

Should the City substitute statutory requirements and process associated with a Development Agreement (Chapter 18.80 of the municipal code) in favor of an Impact Fee Incentive Agreement to support new commercial and industrial development? The statutory development agreement, under State law, requires adoption of an ordinance and review and recommendation by the Planning Commission, which increases costs and delays the effective date of the agreement; a non-statutory agreement is effective immediately and requires only City Council approval.

REPORT NARRATIVE:

On June 21, 2017, City Council adopted a resolution (Attachment B) approving an Economic Development Incentive Program that would freeze Development Impact Fees to the Fiscal Year 16/17 Fee Schedule for targeted new commercial and industrial developments that enter into an approved statutory Development Agreement.

The purpose of adopting such a program is to stimulate development to take advantage of the current expansionary business cycle. The Impact Fee freeze program provides certainty to developers that are trying to construct commercial projects in a market challenged by the rising costs of new construction and area's low rents. In addition to providing certainty, the program offers a small savings to the developer by using the 16/17 fee schedule, exempting them from the cost of living adjustments to fees which occur annually. The intent of this incentive program is to motivate developers to move forward with development quickly to take advantage of the program, enter into an agreement with the City and begin construction within three years.

In implementing the Development Impact Fee Freeze strategy, staff has determined that utilizing a statutory Development Agreement is not practical. Under Chapter 18.80.30 of the Municipal Code, a qualified industrial or commercial application for Development Agreement requires a project be greater than 3 acres, have a floor area construction of 100,000 square feet or greater, and be a project that has a protracted time period for construction. Under the City's current code, business that do not meet these criteria would not be eligible to participate in a Development Impact Fee Freeze Program because they are not eligible to enter into a Development Agreement.

Further, under State law, Development Agreements must be reviewed by the Planning Commission, adopted by an Ordinance of the City Council, and recorded against the property. Because the fee freeze does not directly relate to land-use decisions, Planning Commission review is otherwise unnecessary, and the requirement to adopt the agreement by ordinance and record it against the property would cause unnecessary delay to the process. The Planning Commission will continue to advise the Council on actual land-use decisions related to the project.

Instead of locking in Development Impact Fees through a statutory Development Agreement, staff is recommending using an Impact Fee Freeze Incentive Agreement which outlines the business investment being undertaken as well as fees consistent with the adopted program, the City's Impact Fee Financing Program. Similar to the Impact Fee Financing Program, the City Attorney has created a standard agreement that would be used with each applicant to ensure consistency with the program.

This action supports the Economic Blueprint, intended to foster economic growth by attracting investment, development, and jobs that will ensure long-term economic sustainability. Innovation and Advanced Manufacturing is one of the four key strategies identified in the Economic Blueprint. Action item #5 within Innovation and Advanced Manufacturing directs exploration of incentive programs to attract industry-specific development. Approving the amendment to this program advances action #5 in the Economic Blueprint.

COMMUNITY ENGAGEMENT: Inform

Modification of the Development Impact Fee Freeze Incentive Program aligns with the Economic Blueprint Strategy #3 "Attract New Development", Action #5, "Explore Incentive Programs to Attract Industry Specific Development."

ALTERNATIVE ACTIONS:

Council can choose not to amend the program.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On June 21, 2017, City Council adopted a resolution to approve an Economic Development Incentive Program that freezes Development Impact Fees based using the Fiscal Year 16/17 Fee Schedule for select new commercial and industrial developments that enter into a Council-approved Development Agreement (Attachment B).

As part of the adoption of the Development Agreement with DivcoWest on June 7, 2017, City Council approved a similar development impact fee freeze to stimulate new commercial industrial development for that specific property.

FISCAL AND RESOURCE IMPACT:

There are 247 acres of vacant industrial/commercial property in Morgan Hill. If all vacant industrial/commercial parcels were to develop simultaneously in the third year, the impact of the proposed freeze would be conservatively \$2.2 million saved by developers. Total impact fees collected would exceed \$24 million. This also means that the City would receive approximately \$2.2 million less for infrastructure improvements. However, the City would receive new General Fund revenue from new development such as property tax and the potential for sales tax and transient occupancy taxes.

Estimated impacts will vary depending on how much impact fees could grow over the next three years. In addition, to create a uniform analysis, variable fees such as frontage fees and meter hookups are not included in the estimate.

CEQA (California Environmental Quality Act):

An Environmental Impact Report (EIR) for the Morgan Hill 2035 Project, which included the General Plan Update, was prepared in accordance with the California Environmental Quality Act (CEQA) and certified by the Morgan Hill City Council on July 27, 2016. Commercial and industrial development as discussed above is consistent with the general plan policies for which the EIR was certified. There is no substantial evidence, in light of the whole record, that freezing of impact fees may have a significant effect on the environment beyond that already analyzed in the certified EIR; therefore, no further environmental analysis is required. Any development that occurs in the future will undergo an independent analysis pursuant to the requirements of CEQA.

LINKS/ATTACHMENTS:

1. AttachmentA_DevelopmentImpactFeeFreeze_Resolution
2. AttachmentB-Resolution_17-052

RESOLUTION NO. 18-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL AMENDING RESOLUTION No. 15-052 FREEZING DEVELOPMENT IMPACT FEES BASED UPON FISCAL YEAR 16/17 FOR NEW COMMERCIAL OR INDUSTRIAL DEVELOPMENT FOR THE NEXT THREE YEARS THROUGH FISCAL YEAR FY19/20 IN ORDER TO STIMULATE NEW DEVELOPMENT IN MORGAN HILL**

WHEREAS, the City of Morgan Hill, is a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California (“City”); and

WHEREAS, the City collects impact fees from development projects to pay for basic infrastructure and to implement the City’s Infrastructure Master Plans; and

WHEREAS, a 2015 study prepared by Strategic Economics for the City found that the City of Morgan Hill’s development impact fees were higher than the cities of San Jose and Gilroy for an advanced manufacturing/R&D development project and an automobile dealership project, although the City of Morgan Hill’s Auto Dealer Strategy provides a mechanism to offset development impact fees through a sales tax rebate, making Morgan Hill more competitive than Gilroy and San Jose; and

WHEREAS, based on input from brokers and developers in the community, the development impact fees present barriers to entry into the Morgan Hill market for new commercial and industrial development; and

WHEREAS, the City Council on June 21, 2017 adopted a resolution authorizing the freezing of impact fees for select projects that enter into a Council approved development agreement; and

WHEREAS, the City's statutory requirements for Development Agreements outline a minimum parcel size and building square footage for commercial projects to be eligible; and

WHEREAS, the goal of the development impact fee freeze program is to support a variety of new commercial and industrial projects in a variety of size; and

WHEREAS, the City Council has reviewed the discussion and recommendations contained in the February 21, 2018 Staff Report as submitted to the City Council for consideration in connection with the adoption of this Resolution together with any and all testimony and other evidence submitted to the City Council through the hearing conducted by the Council on February 21, 2018 for this item; and

WHEREAS, the City Council finds that the public interest would be served by amending the development impact fee freeze program to spur and stimulate new commercial and industrial development in the City to remove the requirement for a statutory Development Agreement.

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

Section 1. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2. The City Council does hereby find, that on the basis of the whole record before it, there is no substantial evidence that amending the development impact fee program for new commercial and industrial development may have a significant effect on the environment beyond that already analyzed in the Environmental Impact Report (EIR) for the Morgan Hill 2035 Project, which included the General Plan Update, certified by City Council on July 27, 2016.

Section 3. The City Council hereby resolves to amend the Development Impact Fee freeze program to freeze development impact fees using the 2016/2017 fee schedule for new commercial and industrial development for three years through fiscal year 2019/ 20 for projects with an agreement that provides a public benefit, including a requirement that the developer secure a building permit no later than June 30, 2020.

Section 4. This Resolution shall take effect on the date of its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the 21st day of February, 2018.

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

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. 18-0, adopted by the City Council at a regular meeting held on February 21, 2018.

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

DATE: _____

IRMA TORREZ, City Clerk

RESOLUTION NO. 17-052**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL FREEZING DEVELOPMENT IMPACT FEES BASED UPON FISCAL YEAR 16/17 FOR NEW COMMERCIAL OR INDUSTRIAL DEVELOPMENT FOR THE NEXT THREE YEARS THROUGH FISCAL YEAR FY 19/20 IN ORDER TO STIMULATE NEW DEVELOPMENT IN MORGAN HILL**

WHEREAS, the City of Morgan Hill, is a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California ("City"); and

WHEREAS, the City collects impact fees from development projects to pay for basic infrastructure and to implement the City's Infrastructure Master Plans; and

WHEREAS, while the Bay Area has seen one of the single largest economic expansions in the last 50 years, the City of Morgan Hill has not experienced as much new commercial and industrial development as other Bay Area jurisdictions; and

WHEREAS, the City's industrial vacancy rate has dropped from 29% to 1% within five years; and

WHEREAS, construction costs in the City are the same or higher than areas north of Morgan Hill; and

WHEREAS, a 2015 study prepared by Strategic Economics for the City found that the City of Morgan Hill's development impact fees were higher than the cities of San Jose and Gilroy for an advanced manufacturing/R&D development project and an automobile dealership project, although the City of Morgan Hill's Auto Dealer Strategy provides a mechanism to offset development impact fees through a sales tax rebate, making Morgan Hill more competitive than Gilroy and San Jose; and

WHEREAS, based on input from brokers and developers in the community, the development impact fees present barriers to entry into the Morgan Hill market for new commercial and industrial development; and

WHEREAS, freezing development impact fees for three years would provide certainty to developers and signals the City's willingness to support new commercial and industrial development in the City; and

WHEREAS, the City Council has reviewed the discussion and recommendations contained in the June 21, 2017 Staff Report as submitted to the City Council for consideration in connection with the adoption of this Resolution together with any and all testimony and other evidence

submitted to the City Council through the hearing conducted by the Council on June 21, 2017 for this item; and

WHEREAS, the City Council finds that the public interest would be served by adopting an incentive program to spur and stimulate new commercial and industrial development in the City.

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

Section 1. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2. The City Council does hereby find, that on the basis of the whole record before it, there is no substantial evidence that freezing of development impact fees for new commercial and industrial development may have a significant effect on the environment beyond that already analyzed in the Environmental Impact Report (EIR) for the Morgan Hill 2035 Project, which included the General Plan Update, certified by City Council on July 27, 2016.

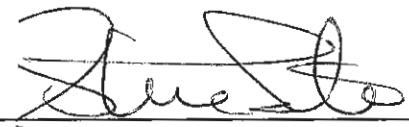
Section 3. In order to incentivize new commercial development, the City Council hereby resolves to freeze development impact fees using the 2016/2017 fee schedule for new commercial and industrial development for three years through fiscal year 19/20 for projects with a development agreement that provides a public benefit, including a requirement that the developer secure a building permit no later than June 30, 2020.

Section 4. This Resolution shall take effect 30 days from the date of its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the 21st day of June, 2017.

AYES:	COUNCIL MEMBERS:	Larry Carr, Rich Constantine, Rene Spring, Caitlin Robinett Jachimowicz, Steve Tate
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

APPROVED:


 STEVE TATE, Mayor

ATTEST:


 IRMA TORREZ, City Clerk

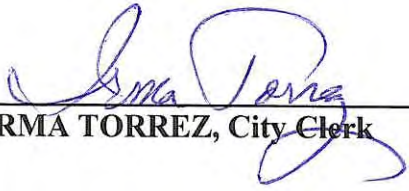
CERTIFICATION

I, **Irma Torrez, City Clerk of the City of Morgan Hill, California**, do hereby certify that the foregoing is a true and correct copy of Resolution No. 17-051, adopted by the City Council at a regular meeting held on June 21, 2017.

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

DATE: _____

7/3/2017



IRMA TORREZ, City Clerk

Attachment: AttachmentB-Resolution_17-052 (1579 : Modification to the Development Impact Fee Freeze Program)



CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

PREPARED BY: Dwight Good, Fire Marshal

APPROVED BY: City Manager

A FIRE FALSE ALARM ORDINANCE TO ESTABLISH FIRE ALARM REGULATIONS IN A NEW CHAPTER 8.49 AND AN ORDINANCE TO REVISE THE BURGLARY AND ROBBERY ALARM REGULATIONS IN CHAPTER 8.48, AND ESTABLISH A RECONNECTION FEE FOR DISCONNECTED FIRE ALARM SYSTEMS

RECOMMENDATION(S)

1. Open/close public hearing on the Fire Alarm Regulations Ordinance and the Burglary and Robbery Alarm Regulations Ordinance;
2. Waive the first and second reading of the Fire Alarm Regulations Ordinance;
3. Introduce the Fire Alarm Regulations Ordinance;
4. Waive the first and second reading of the Burglary and Robbery Alarm Regulations Ordinance;
5. Introduce the Burglary and Robbery Alarm Regulations Ordinance; and
6. Adopt a resolution establishing a fire reconnection fee.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
 Maintaining Fiscal Responsibility
 Preserving and Cultivating Public Trust

2018 Strategic Priorities

Infrastructure

REPORT NARRATIVE:

The purpose of the new False Fire Alarm Ordinance is to encourage more responsible use of fire alarm systems and to reduce the number of false alarms to which the fire department must respond. The existing False Alarm ordinance (8.48) is not applicable to False Fire Alarms. This Ordinance adds a new Chapter 8.49 to the Morgan Hill Municipal Code to regulate Fire Alarms.

The police department concurrently proposes to revise the Chapter 8.48 of the Morgan Hill Municipal Code applicable to burglary and robbery alarm regulations to clarify certain terms and responsibilities of alarm system owners and operators, to delete registration requirements, and to update enforcement procedures.

False Fire Alarms

Unfortunately, many fire alarm activations do not signal a true emergency. This can result in a dangerous sense of complacency among occupants and an unnecessary

strain and risk to the fire departments who respond to these incidents. Unwanted fire alarms are a problem for the fire service, businesses, and the public. The National Fire Protection Association (NFPA) estimates that U.S. fire departments respond to an estimated 2,177,000 false alarms every year. This represents 45 false alarms for every 10 structure fires.

These unnecessary responses pose a severe burden for fire departments in terms of personnel, fuel use, equipment wear and tear, risk of injury, and in extreme cases, even death. In the past ten years, 29 firefighter fatalities resulted from responses to false calls.

One out of every ten incidents handled by the Morgan Hill Fire Department involves a false alarm or an alarm system malfunction generated by a fire alarm system. The problem is not evenly divided: 10% of the commercial fire alarm systems generate 90% of our false fire alarms.

On average, each false fire alarm response requires one engine company and four firefighters to commit one hour to the originating location to search for fire, determine the cause of the alarm, and reset the system. Typically, repetitive false alarms are an indication of neglected maintenance, poor system design, or faulty installation.

On average, half of all false fire alarms in Morgan Hill originate from fewer than 25 addresses. The addresses vary year-to-year, but some have generated as many as 30 false fire alarms in a single year. After statistical analysis, staff established a threshold of three false fire alarms in a 365-day period to identify chronic false alarm generators. Currently, PM AM assists the City's Police Department with administering the burglary and robbery alarm billing and tracking systems. The Fire Department proposes to amend that agreement to assist the Fire Department with administering the fire alarm billing and tracking as well.

False Burglar Alarms

In conjunction with the False Fire Alarm ordinance, the Police Department is recommending changes to the False Burglary Alarm ordinance. Many of these changes are being recommended to provide consistency between the two ordinances. In addition, the Police Department has identified some terminology and process changes that will result in clearer alarm regulations. The most significant change is that the Police Department proposes to delete the annual alarm registration requirement.

Initially, the registration requirement was implemented so that dispatchers and other first-responders would have current contact information in the event of an alarm response. With the expansion of GIS capability and other readily available information sources, the Police Department no longer finds alarm registration necessary.

The Police Department currently contracts with PMAM to manage alarm registration and false alarm billing. If the proposed ordinances are approved, the City will amend the

agreement to include False Fire Alarm billing and the alarm registration requirements. The total compensation amount is expected to be within the City Manager's authority.

COMMUNITY ENGAGEMENT:

This staff report will serve to inform the public of the problem and the ordinance.

ALTERNATIVE ACTIONS:

- Council may reject all or any of the proposed staff recommendations and/or provide staff with direction.
- Without the ordinance adding Chapter 8.49, staff anticipates that the City will commit an estimated \$66,591 to false fire alarm responses in 2018 alone.
- Without the amending chapter 8.48, alarm registration will continue to be required, and the terminology and processes will not be updated.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

In May 2009, Council approved revisions to the False Alarm ordinance (8.48) to encourage more responsible use of alarm systems and to reduce the number of false alarms to which police officers must respond. This was accomplished by implementing an alarm registration process, accurately tracking false alarms instances and assessing false alarm fees.

In August 2014, Council authorized an agreement with PMAM for alarm registration and fee service. PM AM was selected for several reasons, including their proactive personal contact with alarm holders. The Morgan Hill Police Department has utilized PM AM for this service since October 2014.

FISCAL AND RESOURCE IMPACT:

1. This ordinance and the augmentation of an existing contract will not result in new expenditures.
2. PM AM retains a percentage of revenue collected.
3. Staff projects revenues from this ordinance at \$16,400 annually for the fire department. For remainder of the FY17-18, we anticipate the revenue generated to be \$5,500. These revenues will be deposited into the General Fund (010.37832), as per the attached budget scorecard.
4. No changes are anticipated as a result of the police department ordinance.

CEQA (California Environmental Quality Act):

Not a Project

These ordinances are an administrative activity of government that will not result in direct or indirect physical changes in the environment.

LINKS/ATTACHMENTS:

1. Fire False Alarm Revenue - Budget Scorecard
2. FALSE ALARM ORDINANCE 8.49

3. 8.48 Alarm Ordinance Current with markup propoals
4. RESOLUTION NO. Fire Fee

AGENDA BUDGET SCORECARD**FISCAL YEAR 2017-18****ADJUSTMENT #**

024

FUND:

010 General Fund

DEPARTMENT:**OBJECT:**

37832

AGENDA DATE:

02/09/17

AGENDA ITEM TITLE:

Fire - False Alarm

	07/01/17 PROJECTED BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	06/30/18 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	16,830,617	37,137,688	39,033,006	14,935,299
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	67,995	1,423,995	(1,356,000)
RECOMMENDED ACTION	-	5,500	-	5,500
RESULT OF RECOMMENDED ACTION	<u>16,830,617</u>	<u>37,211,183</u>	<u>40,457,001</u>	<u>13,584,799</u>

ORDINANCE NO. _____, NEW SERIES**AN ORDINANCE OF THE CITY OF MORGAN HILL ADDING
CHAPTER 8.49 (Fire Alarm Regulations) TO TITLE 8 (HEALTH AND
SAFETY) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN
HILL TO REQUIRE FINES FOR NUISANCE AND EXCESSIVE FALSE
FIRE ALARMS**

WHEREAS, the National Fire Protection Association estimates that United States fire departments respond to an estimated 2,177,000 false alarms or 45 false alarms for every 10 structure fires every year; and

WHEREAS, responses due to unintentional activations have generally been increasing since 1990; and

WHEREAS, these unnecessary responses pose a severe burden for local fire departments in terms of personnel, fuel use, equipment wear and tear, risk of injury, and in extreme cases, even death; and

WHEREAS, in the past ten years, 29 firefighter fatalities resulted from responses to false calls; and

WHEREAS, from 2013-2017, one out of every ten incidents handled by the Morgan Hill Fire Department involved a false alarm or an alarm system malfunction generated by a fire alarm system; and

WHEREAS, the average time spent on each false alarm is approximately one hour, which requires at least one engine company and 4 firefighters to respond; and

WHEREAS, responding to false alarms poses an unnecessary risk of harm to public safety and bystanders when firefighters respond to false alarms; and

WHEREAS, the City of Morgan Hill finds that a high incidence of False Fire Alarms and/or Nuisance Fire Alarms causes a significant misuse of the manpower and resources of the fire department by causing the dispatch of emergency units to the scene of a Nuisance Fire Alarm or False Fire Alarm, which renders them out of service and unavailable to respond to legitimate emergency situations; and,

WHEREAS, the City of Morgan Hill further finds that the continued high incidence of False Fire Alarms and/or Nuisance Fire Alarms are a threat to the health, safety and welfare of the citizens of the City of Morgan Hill; and,

WHEREAS, Section 7592.8 of the California Business and Professions Code allows cities to act within the exercise of police power to enact regulations governing false alarm activations and responses; and

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

WHEREAS, the regulation of alarm systems within the City is in the best interest of the public health, safety, and welfare; and

WHEREAS, the City Council of the City of Morgan Hill has determined that it is in the public interest and welfare to attach fines to nuisance and excessive false fire alarm calls in an effort to reduce the number of false alarms within the City to preserve fire personnel time to respond to real threats of health and safety.

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

Section 1. Chapter 8.49 (Fire Alarm Regulations) is hereby added to Title 9 (Health and Safety) of the Morgan Hill Municipal Code as follows:

8.49.010 Purpose.

8.49.020 Definitions.

8.49.030 Administration; Increases in Fees; Annual Evaluation.

8.49.040 Notification of Fire Alarm System.

8.49.050 Monitored Fire Alarm System.

8.49.060 System Certification.

8.49.070 Inspection, Testing and Maintenance.

8.49.080 Duties of Fire Alarm Business.

8.49.090 Fire Alarm Activation; Response.

8.49.100 System Performance Review

8.49.110 Nuisance Fire Alarms

8.49.120 Enforcement

8.49.130 Remedies and Penalties

8.49.140 Appeals

8.49.150 Reconnection of Fire Alarm System

8.49.160 Confidentiality

8.49.170 Government Immunity

8.49.180 Severability

Section 8.49.010 - Purpose.

- A. The purpose of this Chapter is to reduce the dangers and inefficiencies associated with False Fire Alarms and Nuisance Fire Alarms, and to encourage Alarm Owners/Entities and Fire Alarm Businesses to properly use and maintain the operational effectiveness of Fire Alarm

Systems in order to improve the reliability of Fire Alarm Systems and reduce or eliminate False Fire Alarms and Nuisance Fire Alarms.

- B. This Chapter governs Fire Alarm Systems intended to summon Fire Department personnel, requires assessment of Fines for excessive False Fire Alarms and Nuisance Fire Alarms, provides for education of Alarm Owners, provides for the severability of the parts hereof if declared invalid, and provides an effective date.

8.49.020 – Definitions.

As used in this Chapter, the following words and terms shall have the following meanings:

- A. **Adopted Code(s)** means the California Fire Code including all indices and appendices, errata and amendments thereto, as adopted by the City of Morgan Hill and that are enforced by the City of Morgan Hill Fire Department.
- B. **Alarm Initiating Device** means a device that is designed to respond either manually or automatically to smoke, fire, or activation of a fire suppression system.
- C. **Alarm Owner** means any person who owns, occupies, or controls the Premises in which a Fire Alarm System is installed.
- D. **Alarm Response Administrator** means the person or persons designated by the Fire Department to administer the provisions of this Chapter.
- E. **Alarm Response Manager (ARM)** means an individual capable of reaching and having access to the Premises, the code to the Fire Alarm System, the authority to approve repairs to the Fire Alarm System, and is the individual designated by a Fire Alarm Business to handle alarm issues for the business, or designated by the Alarm Owner to handle alarm issues for the Premises, and act as the primary point of contact for the Morgan Hill Fire Department's Alarm Response Administrator.
- F. **Building Division** means the Building Division within the Morgan Hill Community Development Department.
- G. **Business License** means a business license issued by the City of Morgan Hill to a Fire Alarm Business to conduct business in the City of Morgan Hill.
- H. **Certificate of Occupancy** means no building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the city code or of other ordinances of the City of Morgan Hill.
- I. **Cancellation** means the termination of a Fire Department response to a Premises after a Fire Alarm Dispatch Request is made, but prior to the arrival of the Fire Department.
- J. **Conversion of Alarm Owner** means the transaction or process by which one Fire Alarm Business begins the servicing or monitoring of a previously unmonitored Fire Alarm System or a Fire Alarm System that was previously serviced or monitored by another Fire Alarm business
- K. **False Fire Alarm** means the activation of any Fire Alarm System which results in a response by the fire department and which is caused by the negligence or intentional misuse of the Fire

Alarm System by the Alarm Owner, its employees, or agents; or any other activation of a Fire Alarm System not caused by heat, smoke or fire, exclusive of a Nuisance Fire Alarm.

- L. **Fee** means the assessment of a monetary charge, including fines, payable to the City of Morgan Hill authorized pursuant to this Chapter, to defray the expenses of responding to a False Fire Alarm or Nuisance Fire Alarm and the administration of this Chapter. “Fees” include any type or class of fee including late fees.
- M. **Fee Schedule** means the Fee schedule adopted by City Council applicable to this Chapter.
- N. **Fine** includes the fine payable to the city pursuant to Title 1 for violation of this Chapter, unless otherwise specified in this Chapter.
- O. **Fire Alarm Dispatch Request** means a notification to the Fire department that an alarm, either manual or automatic, has been activated at a Premises.
- P. **Fire Alarm Business** means any individual, partnership, corporation or other entity that is appropriately licensed by the California State Fire Marshal’s Office that installs, causes to be installed, permits to be installed, alters, maintains, repairs, replaces, services, or monitors any Fire Alarm System.
- Q. **Fire Alarm System** means a system or portion of a combination system consisting of components and circuits arranged to monitor and/or exterior annunciate the status of a fire alarm or supervisory signal-initiating devices and to initiate the appropriate Fire Alarm Dispatch Request.
- R. **Fire Department** means the City of Morgan Hill Fire Department.
- S. **Fire Watch** means an Alarm Response Administrator or designee approved by the Morgan Hill Fire Department assigned to the Premises for the purpose of protecting the occupants from fire or similar emergencies. A Fire Watch may involve at least some special action beyond normal staffing, such as assigning a competent legal adult to walk the Premises, who has been specially trained in fire prevention, the use of fire extinguishers, notifying the Fire Department, sounding the Fire Alarm System located on the Premises, and understanding the particular fire safety situation.
- T. **Monitored System** means the process by which a Fire Alarm Business receives signals from a Fire Alarm System and notifies the Morgan Hill Fire Department.
- U. **Nuisance Fire Alarm** means the activation of any Fire Alarm System, which results in a response by the Fire Department, caused by mechanical failure, malfunction, improper installation, lack of proper maintenance, deliberate activation, or any other response for which the Fire Department personnel are unable to determine the apparent cause of the alarm activation.
- V. **Premises** means any private or public residential, commercial, or industrial land and/or building(s) located within the city, wherein a Fire Alarm System is installed.
- W. **Proprietor Alarm** means an alarm which is not serviced by a Fire Alarm Business.
- X. **Qualified Fire Alarm Technician** means any person who is licensed by the State of California Fire Marshal’s Office to inspect, install, repair, or perform maintenance on Fire Alarm Systems.

8.49.030 - Administration; Increases in Fees; Annual Evaluation.

- A. Responsibility for administration of this section is vested with the Fire Chief.
- B. The Fire Chief shall designate an Alarm Response Administrator to carry out the duties and functions described in this section.
- C. The amount of the Fees and Fines shall be specified in the City Fee Schedule adopted by City Council. The Fees and Fines set forth in this Chapter may only be increased by a duly-adopted resolution of the City Council.
- D. The Alarm Response Administrator shall conduct an annual evaluation and analysis of the effectiveness of this Chapter and identify and implement system improvements as warranted.

8.49.040 - Notification of Fire Alarm System.

- A. Every Fire Alarm Business shall notify the Alarm Response Administrator of the existence of a Fire Alarm System prior to the Fire Alarm System being put into operation. It shall be the responsibility of the installing Fire Alarm Business to provide the Alarm Owner with notice of the existence of this Chapter, and a copy of the Fire Alarm System operation instructions in accordance with Adopted Codes, and the manufacturer's instructions.
- B. The Alarm Owner shall be required to notify the Alarm Response Administrator whenever there is a change in the Fire Alarm Business responsible for maintaining, servicing, and/or monitoring the Fire Alarm System.
- C. When any of the information above has changed, it shall be reported to the Alarm Response Administrator by the Alarm Owner within fifteen (15) days of the Alarm Owner becoming aware of such change; failure to comply shall result in an assessment against the Alarm Owner of a Fine for a registration violation.

8.49.050 - Monitored Fire Alarm System.

- A. All Premises that are required to have a Fire Alarm System shall have the Fire Alarm System continuously monitored by a Fire Alarm Business that holds a valid license issued by the California State Fire Marshal's Office. Violation of this section shall result in an assessment against the Alarm Owner of a Fine for failure to have the Fire Alarm System continuously monitored. An Alarm Owner ordered by the Alarm Response Administrator to disconnect or deactivate their Fire Alarm System are exempted from this section.
- B. The Fire Alarm Business shall report within five (5) days to the Alarm Response Administrator any commercial Fire Alarm System Premises that discontinues or disconnects their monitoring service for any reason.

8.49.060 - System Certification.

All newly installed or re-certified commercial Fire Alarm Systems shall be approved by the Alarm Response Administrator. The certification shall indicate that the Fire Alarm System is in compliance with Adopted Codes. The certification shall be signed by a Qualified Fire Alarm Technician. A copy of the installation certification shall be provided to the Alarm Response Administrator after the completion of the testing of the Fire Alarm System.

8.49.070 - Inspection, Testing and Maintenance.

- A. The Alarm Owner shall ensure that all Fire Alarm Systems are inspected and tested at least once per year in accordance with Adopted Codes.
- B. The Alarm Owner shall ensure that all Fire Alarm Systems are periodically maintained per manufacturer specifications and Adopted Codes.
- C. All Fire Alarm Systems shall be inspected, tested, and maintained by a licensed Fire Alarm Business.

8.49.080 - Duties of Fire Alarm Business.

- A. Each Fire Alarm Business must designate one individual as the Alarm Response Manager (ARM) for the business. The individual designated as the ARM must be knowledgeable of the provisions of this section, as well as have the knowledge and authority to deal with False Fire Alarm issues and respond to requests from the Alarm Response Administrator. The name, contact number, and email address of the ARM must be provided to the Alarm Response Administrator.
- B. Report a fire alarm signal by using telephone numbers designated by the Alarm Response Administrator.
- C. After an Fire Alarm Dispatch Request, promptly advise the Fire Department if the Fire Alarm Business knows that the Alarm Owner or an ARM is responding to the Premises;
- D. Each Fire Alarm Business that monitors a Fire Alarm System must maintain, for a period of at least one year after the date of a Fire Alarm Dispatch Request, all records relating to the Fire Alarm Dispatch Request. Records must include the name, address and telephone number of the Alarm Owner, each Fire Alarm System zone activated, and the time of the Fire Alarm Dispatch Request. The Alarm Response Administrator may request copies of such records for any individual Alarm Owner. If the request is made within 60 days after the Fire Alarm Dispatch Request, the Fire Alarm Business shall furnish requested records within three (3) business days after receiving the request. If the records are requested between sixty (60) days and one (1) year after the Fire Alarm Dispatch Request, the Fire Alarm Business shall furnish the requested records within thirty (30) days after receiving the request.
- E. Each Fire Alarm Business shall, upon request, immediately provide the Fire Department with the names and phone numbers of the Alarm Owner's emergency contacts at the time of each Fire Alarm Dispatch Request.
- F. Existing Accounts. Within thirty (30) days prior to the first day of January of each year, a Fire Alarm Business shall provide the Alarm Response Administrator with a complete list of active Alarm Owners whose Premises are located within the City, to assist the Alarm Response Administrator with creating and maintaining tracking data. The Alarm Owner information must be provided in a format acceptable to the Alarm Response Administrator, which includes the following:
 - 1) Alarm Owner name
 - 2) Alarm Owner billing address
 - 3) Alarm Owner telephone number

- 4) Premises address
 - 5) Fire Alarm Business State of California license number
 - 6) The monitoring Fire Alarm Business State of California license number, if different
- G. Conversion of Alarm Owners. A Fire Alarm Business that converts the servicing of any Fire Alarm System account from another business shall notify the Alarm Response Administrator of such conversion and shall provide to the Alarm Response Administrator, within thirty (30) days from the date of conversion, a list of the converted accounts, in a format acceptable to the Alarm Response Administrator, which includes the following:
- 1) Alarm Owner name
 - 2) Alarm Owner billing address
 - 3) Alarm Owner telephone number
 - 4) Premise address
 - 5) Fire Alarm Business State of California license number
 - 6) The monitoring Fire Alarm Business State of California license number, if different.
- H. It is unlawful for any Fire Alarm Business to fail to comply with any applicable requirement within this Section 8.49.080.

8.49.090 - Fire Alarm Activation; Response.

- A. The Alarm Owner shall be responsible for the activation of a Fire Alarm System.
- B. A response to the activation of a Fire Alarm System shall result when any officer or member of the Fire Department is dispatched to the Premises where the Fire Alarm System has been activated.
- C. The Alarm Owner shall be responsible for the Fire Alarm Business to report a fire alarm signal by using telephone numbers designated by the Alarm Response Administrator.
- D. The Alarm Owner shall be responsible for the Fire Alarm Business to communicate a fire alarm to the Fire Department in a manner and form determined by the Alarm Response Administrator.

8.49.100 - System Performance Review.

The Alarm Response Administrator may require that a system performance review be held with an Alarm Owner and the Fire Alarm Business responsible for repairing or monitoring of the Fire Alarm System to review the circumstances of each False or Nuisance Fire Alarm. The review meeting may be held in person or through a conference telephone call, at the Alarm Response Administrator's discretion. It is unlawful for an Alarm Owner to fail to participate in a scheduled system performance review.

8.49.110 - Nuisance Fire Alarms.

The Fire Department may declare a Fire Alarm System at a specific Premises to be a nuisance if such Fire Alarm System activates excessive False Fire Alarms. The City Council hereby finds and determines that three (3) False Fire Alarms within a 365-day period is excessive and thereby

constitutes a public nuisance. The Fire Department may not consider any False Fire Alarm in this computation of nuisance alarms if such was generated by earthquakes, high intensity winds, or unusual acts of nature. Nuisance alarms shall be those that are the result of the negligence of the Alarm Owner, the agents or employees of the Alarm Owner, or a defect in the Fire Alarm System.

8.49.120 – Enforcement.

- A. It is unlawful for any person to violate or cause or permit to be violated any provision of this Chapter.
- B. Penalties, fines, and fees shall not apply to any newly installed Fire Alarm System for a period of forty-five days (45) from the date of installation, but shall apply from and after the expiration of the initial forty-five-day (45) period following installation.
- C. A False Fire Alarm or Nuisance Fire Alarm Response Fee or Fine shall be paid to the City by the Alarm Owner upon the occurrence of four (4), and any subsequent, False or Nuisance Fire Alarms received from any one source or from any one Fire Alarm System within a 365-day Period.
- D. The Fire Alarm Business or fire sprinkler company will be subject to the Fee, Fine and penalties if the firefighter responding to the False Fire Alarm determines that the Fire Alarm Business or fire sprinkler company directly caused the False Fire Alarm. In this situation, the False Fire Alarm will not be counted against the Alarm Owner.

8.49.130 - Remedies and Penalties.

- A. The Alarm Response Administrator has the authority to order a Fire Watch in accordance with Adopted Codes, due to repetitive Nuisance Fire Alarms and/or False Fire Alarms, until corrective action is taken.
- B. Each building affected because the signal from the Fire Alarm System has been disconnected or deactivated shall be required to establish a Fire Watch until the Fire Alarm System has been returned to service. Duties of the Fire Watch may include notifying the fire department and building occupants of an emergency, preventing a fire from occurring, or extinguishing small fires.
- C. The Alarm Owner is responsible for paying all costs associated with establishing a Fire Watch.
- D. The Alarm Response Administrator has the authority to request from the Building Division a temporarily suspension of the Certificate of Occupancy of the Premises until all outstanding repairs are made on the Fire Alarm System or if the Fire Watch is not maintained to the satisfaction of the Alarm Response Administrator.
- E. The Alarm Response Administrator shall have the authority to direct the Alarm Owner or Alarm Response Manager of the Premises to silence an activated Fire Alarm System, have corrective action taken and thereafter reset the Fire Alarm System.
- F. Anyone convicted of falsifying reports as required under this Chapter is subject to maximum penalty as established by the City of Morgan Hill or as otherwise provided under State law, in addition to administrative fines.

8.49.140 – Appeals.

If the Fire Department assesses a Fee or Fine, the Fire Department shall send written notice of the action and a statement of the right to an appeal to the affected Alarm Owner or Fire Alarm Business.

8.49.150 - Reconnection of Fire Alarm System.

- A. A Fire Alarm System may be reactivated upon a finding by the Alarm Response Administrator that the Alarm Owner of the Premises has taken corrective action to remedy the cause of the False Fire Alarms or Nuisance Fire Alarms.
- B. In making a request for such a reactivation, the Alarm Owner shall have the burden of showing what corrective action has been taken.
- C. The Alarm Response Administrator shall have the right to inspect the Fire Alarm System and test it prior to approving a new order to reconnect or reactivate the Fire Alarm System.
- D. A reconnection Fee shall be assessed to the Alarm Owner before any reconnection of a Fire Alarm System may be made.
- E. The Alarm Response Administrator shall not approve a new order to reconnect or reactivate if the Alarm Owner has failed to pay any Fee or Fine pursuant to this Chapter.

8.49.160 - Confidentiality.

In the interest of public safety, all information pertaining to an Alarm Owner, contained in and gathered through, the administration of this Chapter shall be held in confidence by all employees of the Fire Department, the city, or their representatives, provided that the city may disclose any information required to be disclosed by state or federal law or by court order after a reasonable notice to the Alarm Owner.

8.49.170 - Government Immunity.

Certification of a Fire Alarm System is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of Fire Department response. Any and all liability and/or consequential damage resulting from the failure to respond to a Fire Alarm Dispatch Request is hereby disclaimed and governmental immunity as provided by law is retained. When installing a Fire Alarm System, the Alarm Owner acknowledges that fire department response may be based on factors such as: availability of fire department units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels, prior alarm history and administrative actions. The City of Morgan Hill, its officers, employees and agents shall not assume any duty or responsibility for the installation, maintenance, operation, repair or effectiveness of any privately or publicly owned Fire Alarm System. All such duties or responsibilities are solely those of the Alarm Owner.

8.49.180 - Severability

In the event any subsection, sentence, clause or phrase incorporated in this chapter is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the chapter. The city council declares that it would have adopted the ordinance codified in this chapter and each and every

section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 2. Effective Date; Posting. This ordinance shall take effect on _____, 2018. The City Clerk is hereby directed to publish this ordinance or summary thereof pursuant to §36933 of the Government Code.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Morgan Hill held on the ____ of ____, 2018 and was finally adopted at a meeting of said Council on the ____th day of ____, 2018 and said ordinance was duly passed and adopted in accordance with law by the following vote:

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

ATTEST:

APPROVED:

Irma Torrez, City Clerk

Steve Tate, Mayor

□ **CERTIFICATE OF THE CITY CLERK** □

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 their regular meeting held on the ____th day of ____, 2018.

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

DATE: _____

IRMA TORREZ, City Clerk

ORDINANCE NO. ____, NEW SERIES

AN ORDINANCE OF THE CITY OF MORGAN HILL AMENDING CHAPTER 8.48 (BURGLARY AND ROBBERY ALARM SYSTEM REGULATIONS) OF TITLE 8 (HEALTH AND SAFETY) OF THE MORGAN HILL MUNICIPAL CODE TO CLARIFY CERTAIN TERMS AND RESPONSIBILITIES OF ALARM SYSTEM OWNERS AND OPERATORS, DELETE REGISTRATION REQUIREMENTS, AND TO UPDATE ENFORCEMENT PROCEDURES

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

SECTION 1. Chapter 8.48 (Burglary and Robbery Alarm Regulations) of Title 8 (Health and Safety) of the Morgan Hill Municipal Code is hereby amended to read (additions in underline, deletions in ~~strikeout~~).

Chapter 8.48 - BURGLARY AND ROBBERY ALARM SYSTEM REGULATIONS

Sections:

8.48.010 - Definitions.

For the purpose of this chapter, unless the context indicates otherwise, certain words and phrases used in this chapter are defined as follows:

- A. "Alarm ~~dispatch request~~Dispatch Request" means a notification to the ~~p~~Police ~~d~~Department that an ~~a~~Alarm System, either manual or automatic, has been activated at a particular ~~p~~Premises.
- B. "Alarm Owner" means a Person having or maintaining an Alarm System on real property owned or controlled by such Person. "Alarm Owner" does not include an Alarm System Installation Company or Alarm System Monitoring Company.
- A.—
- C. "Alarm Response Manager (ARM)" means an individual capable of reaching and having access to the Premises, the code to the Alarm System, and the authority to approve repairs to the Alarm System.
- D. "Alarm System" means any mechanical or electrical device which is designed or used for the detection of any unauthorized entry into a building, structure or facility, or upon land or for alerting others of the commission of an unlawful act within a building, structure or facility, or upon land; and which emits a sound or transmits a signal or message when actuated. Alarm Systems include, but are not limited to, Automatic Telephone Dialing devices, telephone lines or other lines used solely to report emergency circumstances from a mechanical or electrical device directly from the Premises to the police dispatch or Alarm System Monitoring Company, audible alarms and proprietor alarms. Devices which are not designed or used to register alarms that are audible, visible or perceptible outside of the protected land, building, structure or facility are not included within this definition, nor are auxiliary devices installed by the telephone company to protect

telephone company systems which might be damaged or disrupted by the use of an Alarm System.

~~B.E.~~ "Alarm ~~installation company~~System Installation Company" means a ~~person~~Person in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, moving or installing an ~~alarm system~~Alarm System in a ~~premise~~Premises. This definition shall also include individuals or firms that install and service the ~~alarm systems~~Alarm Systems that will be used in their private or proprietary facilities. This does not include persons doing installation or repair work where such work is performed without compensation of any kind.

~~C.F.~~ "Alarm ~~system monitoring company~~System Monitoring Company" means any ~~person~~Person, either located within or outside the ~~city~~City, that engages in the business, practice, or profession of monitoring ~~alarm systems~~Alarm Systems within the ~~city~~City, and which reports, directly or indirectly, any activation of such ~~alarm systems~~Alarm Systems to the ~~city~~City, its departments, divisions, officials, agents, or employees including, but not limited to, the ~~p~~Police ~~d~~Department and/or police dispatch.

~~D.~~ "Alarm system" means ~~any mechanical or electrical device which is designed or used for the detection of any unauthorized entry into a building, structure or facility, or upon land or for alerting others of the commission of an unlawful act within a building, structure or facility, or upon land; and which emits a sound or transmits a signal or message when actuated. Alarm systems include, but are not limited to, automatic telephone dialing devices, telephone lines or other lines used solely to report emergency circumstances from a mechanical or electrical device directly from the premises to the police dispatch or alarm monitoring company, audible alarms and proprietor alarms. Devices which are not designed or used to register alarms that are audible, visible or perceptible outside of the protected land, building, structure or facility are not included within this definition, nor are auxiliary devices installed by the telephone company to protect telephone company systems which might be damaged or disrupted by the use of an alarm system.~~

~~E.~~ "Alarm user~~Owner~~" means a ~~person~~Person ~~having or maintaining an alarm system~~Alarm System on real property owned or controlled by such userPerson. "Alarm user~~Owner~~" ~~does not include an alarm business~~Alarm System Installation Company or alarm system monitoring companyAlarm System Monitoring Company.

~~F.~~ "Alarm user permit" means ~~the annual permit required under Section 8.48.080 of this code.~~

G. "Audible ~~alarm~~Alarm" means a device designed for the detection of unauthorized entry on ~~premises~~Premises which generates an audible sound on the ~~premises~~Premises when it is activated.

H. "Automatic ~~telephone dialing device~~Telephone Dialing Device" means a device which is interconnected to a telephone line and is programmed to select a predetermined telephone number and transmit by voice message or digital signal an emergency message indicating a need for emergency response.

I. "Duress ~~alarm~~Alarm" means a silent alarm ~~system~~ signal generated by the entry of a designated code into the ~~alarm system~~Alarm System to signal that the ~~alarm user~~Alarm Owner is being forced to turn off the system and requires police response.

- J. "False ~~alarm~~Alarm" means an ~~alarm-system~~Alarm System that emits a light or sound, or transmits a signal or message, resulting in a response by the ~~pPolice~~ dDepartment when the situation does not require such response. False ~~alarms~~Alarms caused as a result of power failure, power surges, or acts of nature not the fault of the ~~alarm-user~~Alarm Owner or Alarm System Installation Company~~alarm-business~~ shall not be considered to be a ~~false alarm~~False Alarm.
- K. "False Alarm Management Company" means a company or organization who administers certain provisions of this chapter.
- L. "False Alarm Program" means the program run by the Chief of Police which administers the provisions on this chapter.
- M. "Holdup ~~alarm~~Alarm" means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress or immediately after it has occurred.
- ~~K-N.~~ "Nuisance Alarm" means -an alarm as described in Section 8.48.060 herein.
- O. "One Plus Duress Alarm" means the manual activation of a silent alarm signal by entering a code at the mechanism from which the Alarm System is turned on (armed) and off (disarmed) regularly activated by adding one to the last digit of the normal arm/disarm code.
- ~~L-P.~~ "Panic ~~alarm~~Alarm" means an audible ~~alarm-system~~ signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring police response.
- ~~M.~~ One plus duress alarm" means the manual activation of a silent alarm signal by entering a code at the mechanism from which the alarm system is turned on (armed) and off (disarmed) regularly activated by adding one to the last digit of the normal arm/disarm code.
- ~~N-Q.~~ "Person" means any individual, sole proprietorship, partnership, company, corporation, limited liability company, business or other form of association or entity.
- R. "Premises" means any private residential, commercial or industrial land and/or buildings located within the City. Premises includes land or buildings owned, rented, or leased by the federal, state or local governments, and school districts.
- ~~O-S.~~ "Proprietor ~~alarm~~Alarm" means an alarm which is not serviced by an ~~alarm monitoring-company~~Alarm System Installation Company or ~~alarm-installation company~~Alarm System Monitoring Company.
- ~~P.~~ "Premises" means any private residential, commercial or industrial land and/or buildings located within the city (excluding land or buildings owned, rented or leased by the federal, state or local government) except school districts.
- ~~Q.~~ "Responder" means an individual capable of reaching and having access to the premises, the code to the alarm system, and the authority to approve repairs to the alarm system.

8.48.020 - Power of ~~chief of police~~Chief of Police to regulate.

- A. The ~~chief of police~~Chief of Police is empowered and authorized to regulate the use of ~~alarm-systems~~Alarm Systems and administer the regulations and provisions of this

chapter through the False Alarm Program. The ~~chief~~Chief of Police may, in his or her discretion, suspend police response to a ~~nuisance alarm~~Nuisance Alarm as defined in Section 8.48.060 or to an alarm or ~~alarm user~~Alarm Owner ~~for due to~~ excessive ~~false alarms~~False Alarms, except that the ~~chief of police~~Chief of Police, in his or her discretion, may continue to respond to ~~duress alarms~~Duress Alarms, ~~holdup alarms~~Holdup Alarms, or ~~panic alarms~~Panic Alarms.

B. The ~~chief of police~~Chief of Police shall:

1. Designate the manner, form and telephone numbers for the communication of ~~alarm dispatch requests~~Alarm Dispatch Requests; ~~and~~
2. Establish a procedure to accept cancellation of ~~alarm dispatch requests~~ Alarm Dispatch Requests.
3. Establish a system of recording data and maintaining records necessary to implement this chapter.
4. Establish procedure for notifying ~~alarm users~~Alarm Owners of ~~false alarms~~False Alarms, including information regarding the date and time of police response to the ~~false alarm~~False Alarm, the amount of the fine for a ~~false alarm~~False Alarm and that response will be suspended to a ~~nuisance alarm~~Nuisance Alarm or for excessive ~~false alarms~~False Alarms; and a description of the appeals procedure available to the ~~alarm user~~Alarm Owner.

C. If so requested by the ~~chief of police~~Chief of Police, an ~~alarm user~~Alarm Owner and the ~~alarm installation company~~Alarm System Installation Company and/or ~~monitoring company~~Alarm System Monitoring Company responsible for the repair or monitoring of the ~~alarm system~~Alarm System shall appear at an appointed time and place to meet with a representative of the ~~city~~City to review the circumstances of each ~~false alarm~~False Alarm. For these purposes, the ~~alarm company~~Alarm System Installation Company and/or Alarm System Monitoring Company must have a designated contact on record with the ~~chief of police~~Chief of Police.

D. The ~~chief of police~~Chief of Police is authorized to promulgate regulations and procedures to require the removal, replacement or modification of certain types of ~~alarm system~~Alarm System devices, including but not limited to any duress, panic, or holdup alarm button.

E. The Chief of Police is authorized to delegate his or her duties under this chapter in the promulgation of the False Alarm Program.

~~E.— A copy of the ordinance codified in this section and/or an ordinance summary sheet shall be made available to the alarm user upon registration pursuant to Section 8.48.080.~~

8.48.030 - Automatic ~~Telephone~~ ~~d~~Dialing ~~d~~Devices prohibited except under certain limited circumstances.

It is unlawful for any ~~person~~Person to use, or cause to be used, any electrical or mechanical device or attachment to a telephone that automatically reports a taped or other recorded message of a police or fire emergency direct to the ~~city communication center~~Police Department, except for special conditions of certain handicapped individuals. Each such call shall be deemed a separate violation punishable as a misdemeanor.

8.48.040 - Audible ~~alarm requirements~~ Alarm System Requirements.

- A. No ~~audible alarm~~ Alarm System shall be installed, maintained or activated which emits the sound of a siren similar to those utilized on emergency vehicles or for air raid/disaster warnings.
- B. Every ~~audible alarm system~~ Alarm System having an audible signal shall have a sign or notice posted on or near the audible device with the name and telephone number of the ~~alarm user~~ Alarm Owner or ~~alarm monitoring company~~ Person responsible for the maintenance of the system. The notice shall be posted in such a position as to be readable from the ground level outside and adjacent to the building. ~~Upon request of the police department, the alarm user shall provide a list of persons able to respond to the premises if needed.~~
- C. Every ~~audible alarm~~ Alarm System having an audible signal installed after the adoption of the ordinance codified in this chapter shall have a timing device which automatically ~~shuts off~~ silences the alarm within ~~fifteen~~ thirty (30) minutes after the alarm is activated. Every ~~audible alarm~~ Alarm System having an audible signal installed prior to the adoption of the ordinance codified in this chapter without such a timing device shall be required to have such a device installed if any activated alarm is not deactivated within the thirty ~~(30)-~~ minute time limit. The ~~alarm user~~ Alarm Owner or ~~alarm monitoring company~~ Alarm System Monitoring Company shall be responsible for deactivating an alarm within thirty ~~(30)~~ minutes after notification that such alarm is activated and ringing, or within thirty ~~(30)~~ minutes after reasonable efforts have been made to provide such notification.

8.48.050 - False ~~alarms~~ Alarm Fees.

- A. The ~~chief of police~~ Chief of Police may assess a ~~false alarm~~ False Alarm response fee to an ~~alarm user~~ Alarm Owner for each police response to a ~~false alarm~~ False Alarm. The amount of such fee shall be paid by the ~~alarm user~~ Alarm Owner as set forth by resolution of the ~~city~~ City ~~c~~ Council.
- B. A ~~false alarm~~ False Alarm response fee shall not be assessed if the ~~monitoring company~~ Alarm System Monitoring Company or ~~alarm user~~ Alarm Owner promptly notifies police dispatch that a police response is not necessary, prior to the arrival of the police officer at the ~~premises~~ Premises.
- C. The ~~chief of police~~ Chief of Police shall notify the ~~alarm user~~ Alarm Owner in writing after each ~~false alarm~~ False Alarm. The notification shall include: the amount of the ~~false alarm~~ False Alarm fee assessment ~~for the false alarm~~, the fact that police response may be suspended for excessive ~~false alarms~~ False Alarms, and a description of the appeals procedure available to the ~~alarm user~~ Alarm Owner if they think the fee assessment is in error. ~~The chief of police will notify the alarm user and the alarm installation company or monitoring company in writing ten days before the alarm response is to be suspended.~~
- D. The Alarm Owner may request that a False Alarm fee assessment be waived by setting forth, in writing, the reasons for the waiver request within (15) business days after notice is received. This written appeal shall be sent to the False Alarm Management Company. The appeal shall be reviewed by the Chief of Police or his or her designee. The decision of the Chief of Police or his or her designee is final.

8.48.060 - Nuisance ~~a~~Alarms.

- A. An alarm shall be deemed a ~~n~~Nuisance ~~a~~Alarm and a public nuisance when it has been emitting sound continuously for at least one (1) hour, or intermittently for two (2) hours, and has been reported to the ~~police department~~Police Department as an annoyance by a person in the vicinity of the alarm, and ~~its owner~~the Alarm Owner or Alarm Response Manager(s) is not available to silence the alarm or to cause it to be silenced.
1. Any officer ~~or police aide~~ of the ~~police department~~Police Department is authorized to enter on exterior private property areas, and into vehicles on private property or public streets, for the purpose of silencing a ~~nuisance alarm~~Nuisance Alarm. Forcible entry may be made into exterior alarm equipment boxes, ~~and~~ attics, and crawlspace vents, in order to accomplish this purpose. Actions may be taken to silence vehicle alarms, including the towing of the vehicle as prescribed in the California Vehicle Code.
 2. Neither the ~~city~~City nor its police officers ~~or police aides~~, nor any officer or employee of the ~~city~~City, or of a private alarm service contractor engaged by the ~~police~~Police Department, shall be liable for damages to the ~~owner~~Alarm Owner whose Alarm System is emanating ~~of a~~ ~~n~~Nuisance ~~a~~Alarm, for silencing the ~~n~~Nuisance ~~a~~Alarm, or for entry on the ~~owner's~~Alarm Owner's property Premises for the purpose of silencing a ~~nuisance alarm~~Nuisance Alarm or for any damage resulting from reasonable efforts to silence the ~~nuisance alarm~~Nuisance Alarm.
- B. An ~~alarm system~~Alarm System shall be deemed a ~~nuisance alarm~~Nuisance Alarm and a public nuisance if such ~~alarm system~~Alarm System actuates excessive ~~false alarms~~False Alarms. Five (5) or more ~~false alarms~~False Alarms in a one (1) -year period shall be deemed a nuisance under this section.
- C. An ~~alarm system~~Alarm System shall be deemed a ~~nuisance alarm~~Nuisance Alarm and a public nuisance if such an ~~alarm system~~Alarm System has been intentionally activated at least once to summon the ~~police~~Police Department to an incident for which the ~~alarm system~~Alarm System was not intended. This may include, but not be limited to, a robbery alarm being intentionally activated for an incident which is not a robbery, or an alarm which is intentionally activated, merely to see what police response would result.
- D. An ~~alarm system~~Alarm System shall be deemed a ~~nuisance alarm~~Nuisance Alarm and a public nuisance if, after a request ~~of the alarm user by the police department by the Police Department of the Alarm Owner or ARM~~ to respond to an activated alarm in a manner requested by the ~~police department~~Police Department, the ~~alarm user~~Alarm Owner or ARM refuses to respond as requested.

8.48.070 - No response status.

- A. If an ~~alarm system~~Alarm System has fallen into the category of a ~~nuisance alarm~~Nuisance Alarm as defined in Section 8.48.060, the ~~chief of police~~Chief of Police may, upon the next activation of that alarm, send a notice of no response to the ~~owner or person responsible~~Alarm Owner for the ~~nuisance alarm~~Nuisance Alarm. This notice shall indicate that the ~~police department~~Police Department shall not respond to future activations of the ~~nuisance alarm~~Nuisance Alarm unless a violation of the law is

personally reported to the ~~department~~ Department by a witness at the scene of the alarm. Such notice shall be sent ten (10) days before the alarm response is to be suspended.

- B. The no response status shall remain in effect until such time that the ~~owner~~ Alarm Owner ~~or person responsible~~ for the ~~nuisance alarm~~ Nuisance Alarm has provided adequate evidence to the ~~chief of police~~ Chief of Police that the problems causing the alarm to become a nuisance have been satisfactorily corrected.

8.48.080 - Duties of the ~~alarm user~~ Alarm Owner.

~~A. No alarm user shall operate, or cause to be operated, an alarm system without a valid alarm registration. A separate alarm registration is required for each premise which operates or causes to operate an alarm system. All persons who wish to operate an alarm system shall file and sign a written application with the chief of police, on a form provided by the city, which contains the information as prescribed by the chief of police:~~

- ~~1. An annual fee for alarm registration shall be paid by the alarm user as set forth by resolution of the city council. No refund of a registration or registration renewal fee will be made. The initial alarm registration fee must be submitted to the chief of police within five days after the alarm system installation or transfer.~~
- ~~2. Upon receipt of a completed alarm registration application form and the alarm registration fee, the chief of police shall register the applicant unless the applicant has failed to pay an assessed fine or had an alarm registration or police response for the premises suspended or revoked, and the violation causing the suspension or revocation has not been corrected.~~
- ~~3. Any false statement of a material fact made by an applicant for the purpose of obtaining an alarm registration shall be sufficient cause for refusal to issue a registration.~~
- ~~4. An alarm registration cannot be transferred to another person or premise. An alarm user shall inform the chief of police of any change that alters any of the information listed on the alarm registration application within five business days of such change.~~
- ~~5. All fines and fees owed by an applicant must be paid before an alarm registration may be issued or renewed.~~
- ~~6. An alarm registration shall expire in December of each calendar year and must be renewed annually by submitting an updated application and a registration renewal fee to the chief of police. The chief of police shall notify each alarm user of the need to renew thirty days prior to the expiration of the registration. It is the responsibility of the alarm user to submit an application prior to the registration expiration date.~~
- ~~7. Failure to register or to renew a registration shall subject the alarm user of the unregistered alarm system to a fine as set forth in Section 8.48.140. A late fee as established by resolution of the city council shall be assessed if the renewal is more than thirty days late.~~

~~B.A.~~ An ~~alarm user~~ Alarm Owner shall:

1. ~~Obtain an alarm registration for the alarm system~~
 - 2.1. ~~_____~~ Maintain the ~~premises~~Premises and the ~~alarm system~~Alarm System in a manner that will minimize or eliminate ~~false alarms~~False Alarms;
 - 3.2. ~~_____~~ Make every reasonable effort to ~~have a responder~~, or ~~have an ARM respond~~ to the ~~alarm system's~~Alarm System's location within twenty ~~(20)~~ minutes when requested by the ~~police department~~Police Department in order to:
 - a. Deactivate an ~~alarm system~~Alarm System;
 - b. Provide access to the ~~premises~~Premises; and/or
 - c. Provide alternative security for the ~~premises~~Premises.
 - 4.3. ~~_____~~ Not activate an ~~alarm system~~Alarm System for any reason other than an occurrence of an event that the ~~alarm system~~Alarm System was intended to report.
- ~~C.B.~~ ~~_____~~ An ~~alarm user~~Alarm Owner shall adjust the ~~mechanism~~Alarm System or cause the ~~mechanism~~Alarm System to be adjusted so that an audible alarm on the exterior of a ~~premise~~Premises will sound for no longer than thirty ~~(30)~~ minutes after being activated.
- ~~D.C.~~ ~~_____~~ An ~~alarm user~~Alarm Owner shall have a licensed ~~alarm installation company~~Alarm System Installation Company inspect the ~~alarm system~~Alarm System after two ~~(2) false alarms~~False Alarms in a one ~~(1)~~ -year period. The ~~chief of police~~Chief of Police may waive a required inspection if it determines that a ~~false alarm~~False Alarm could not have been related to a defect or malfunction in the ~~alarm system~~Alarm System. After four ~~(4) false alarms~~False Alarms within a one ~~(1)~~ -year period, the ~~alarm user~~Alarm Owner must have a licensed ~~alarm installation company~~Alarm System Installation Company modify the ~~alarm system~~Alarm System to be more ~~false alarm~~False Alarm resistant and provide additional user training as appropriate.
- ~~E.D.~~ ~~_____~~ An ~~alarm user~~Alarm Owner shall not use an automatic telephone dialing device.
- ~~F.E.~~ ~~_____~~ An ~~alarm user~~Alarm Owner shall maintain at each ~~premise~~Premises, a set of written operating instructions for each ~~alarm system~~Alarm System.
- ~~G.F.~~ ~~_____~~ All ~~alarm users~~Alarm Owners shall agree with their ~~alarm installation company~~Alarm System Installation Company and/or ~~monitoring company~~Alarm System Monitoring Company to go through an acclimation period for the first seven ~~(7)~~ days after installation of an ~~alarm system~~Alarm System during which time the ~~alarm installation company~~Alarm System Installation Company and/or ~~monitoring company~~Alarm System Monitoring Company will have no obligation to respond to any alarm signal from the ~~premises~~Premises or make ~~any alarm dispatch request~~Alarm Dispatch Request of the ~~police department~~Police Department, even if the alarm signal is the result of an actual alarm event.
- ~~H.G.~~ ~~_____~~ This section applies to all ~~individuals and firms~~Persons, who have installed and/or monitor their own ~~alarm system~~Alarm System.
- 8.48.090 - Duties of ~~alarm installation company and monitoring company~~ Alarm System Installation Company.**

- A. Each ~~alarm installation company and alarm monitoring company~~ Alarm System Installation Company operating or an agent of any such company, operating or ~~monitoring~~, or otherwise doing business in the ~~city~~ City shall register its name and file a copy of its state issued identification card with the ~~chief of police~~ Chief of Police on a form prescribed by the ~~chief of police~~ Chief of Police.
- B. ~~Alarm installation companies~~ Every Alarm System Installation Company shall provide written and oral instructions to each of its ~~alarm users~~ Alarm Owners in the proper use and operation of their ~~alarm systems~~ Alarm Systems. Such instructions will specifically include all instructions necessary to turn the ~~alarm system~~ Alarm System on and off and to avoid ~~false alarms~~ False Alarms. Alarm System Installation Companies shall ensure that all Alarm Owners of Alarm Systems equipped with a duress, holdup, or panic alarm are given adequate training as to the proper use of the duress, holdup, or panic alarm.
- C. ~~Alarm installation companies~~ Alarm System Installation Companies shall not program ~~alarm systems~~ Alarm Systems so that they are capable of sending ~~one plus duress alarms~~ One Plus Duress Alarms. The ~~alarm installation company~~ Alarm System Installation Company shall remove the ~~one plus duress alarm~~ One Plus Duress Alarm feature from ~~alarm systems~~ Alarm Systems whenever an alarm technician is at the ~~premises~~ Premises or otherwise accessing the panel for reprogramming purposes.
- D. ~~Alarm installation companies~~ Alarm System Installation Companies shall not install a device to activate a ~~holdup alarm~~ Holdup Alarm, which is a single action, non-recessed button.
- E. ~~Alarm installation companies~~ Alarm System Installation Companies shall use only ANSI/SIA CP-01 listed alarm control panels on all new installations and panel replacements or upgrades.
- F. ~~Alarm installation or monitoring companies~~ Alarm System Installation Companies shall not ~~use install~~ a ~~Automatic~~ Telephone ~~d~~ Dialing ~~d~~ Devices.
- G. After completion of the installation of an ~~alarm system~~ Alarm System, an ~~alarm installation company~~ Alarm System Installation Company employee shall review with the ~~alarm user~~ Alarm Owner the customer ~~false alarm~~ False Alarm prevention checklist or an equivalent checklist approved by the ~~chief of police~~ Chief of Police.
- H. An Alarm System Installation Company that purchases Alarm System accounts from another person shall notify the Chief of Police of such purchase and provide details as may be reasonably requested by the Chief of Police.
- I. Each Alarm System Installation Company must designate one (1) individual as the Alarm Response Manager ("ARM") for the company who will manage alarm related issues and act as the point of contact for the Chief of Police. The appointed individual must be knowledgeable of the general provisions of the ordinance, as well as have the knowledge and authority to deal with False Alarm issues and respond to requests from the Chief of Police. The name, phone number, and email address of the designated ARM must be provided to the Chief of Police.
- J. An Alarm System Installation Company shall provide the False Alarm Management Company with a customer list in a format acceptable to the Chief of Police, upon request,

to assist with creating the Police Department's tracking data, so far as allowed with respect to state or local law that protects this customer information as confidential.

- K. An Alarm System Installation Company shall provide the False Alarm Management Company with a list, in a format acceptable to the Chief of Police, of all new Alarm System installations within thirty (30) days of each new installation. This list shall include the contact information of the Alarm Owner and Alarm Response Manager(s).

8.48.100 - Duties of Alarm System Monitoring Company.

- A. Each Alarm System Monitoring Company or an agent of any such company, operating, monitoring, or otherwise doing business in the City, shall register its name and file a copy of its state issued identification card with the Chief of Police on a form prescribed by the Chief of Police.

- A.B. ~~Alarm monitoring companies~~ Alarm System Monitoring Companies shall not make an ~~alarm dispatch request~~ Alarm Dispatch Request of the ~~police department~~ Police Department in response to a ~~burglar~~ alarm signal, excluding panic, duress and holdup signals, during the first seven (7) days following an ~~alarm system~~ Alarm System installation. The ~~chief of police~~ Chief of Police may grant an ~~alarm user's~~ Alarm Owner's request for an exemption from this waiting period based upon a determination that special circumstances substantiate the need for the exemption.

B.C. ~~A monitoring company~~ An Alarm System Monitoring Company shall:

1. ~~Report alarm signals by using telephone numbers designated by the chief of police;~~
- 2.1. ~~Verify every alarm signal, except a duress or holdup alarm activation, before initiating an alarm dispatch request~~ Alarm Dispatch Request;
2. ~~Attempt to contact the Alarm Owner or Alarm Response Manager(s) (ARM) at least twice (using at least two (2) separate contact numbers) before initiating an Alarm Dispatch Request;~~
3. Communicate ~~alarm dispatch requests~~ Alarm Dispatch Requests to the ~~police department~~ Police Department in a manner and form determined by the ~~chief of police~~ Chief of Police;
4. Communicate ~~Alarm Dispatch Request~~ cancellations to the ~~police department~~ Police Department in a manner and form determined by the ~~chief of police~~ Chief of Police;
5. Ensure that all ~~alarm users~~ Alarm Owners of ~~alarm systems~~ Alarm Systems equipped with a duress, holdup or panic alarm are given adequate training as to the proper use of the duress, holdup or panic alarm;
6. Communicate any available information about the location on all alarm signals related to the ~~alarm dispatch request~~ Alarm Dispatch Request;
7. Communicate nature of alarm;
8. ~~Provide an alarm user registration number when requesting police dispatch;~~

- 9.8. ~~_____~~ After an ~~alarm-dispatch-request~~Alarm Dispatch Request, promptly advise the ~~police-department~~Police Department if the ~~monitoring-company~~Alarm System Monitoring Company knows ~~that-whether~~ the ~~alarm-user~~Alarm Owner or the ~~responder-ARM~~ is on the way to the ~~premises~~Premises;
10. ~~Attempt to contact the alarm user or responder within twenty-four hours via mail, fax, telephone or other electronic means when an alarm-dispatch request is made; and~~
- 11.9. ~~_____~~—Upon the effective date of the ordinance codified in this section, ~~monitoring-companies~~Alarm System Monitoring Companies must maintain for a period of at least one ~~(1)~~ year from the date of the ~~alarm-dispatch-request~~Alarm Dispatch Request, records relating to ~~alarm-dispatch-requests~~Alarm Dispatch Requests. Records must include the name, address and telephone number of the ~~alarm-user~~Alarm Owner, the ~~alarm-system~~Alarm System zone activated, the time of ~~alarm-dispatch-request~~the Alarm Dispatch Request and evidence of an attempt to verify ~~the Alarm Owner or ARM(s)~~. The ~~chief-of-police~~Chief of Police may request copies of such records for individually named ~~alarm-users~~Alarm Owners. If the request is made within sixty ~~(60)~~ days of an ~~alarm-dispatch-request~~Alarm Dispatch Request, the ~~monitoring-company~~Alarm System Monitoring Company shall furnish requested records within three ~~(3)~~ business days of receiving the request. If the records are requested between sixty ~~(60)~~ days to one ~~(1)~~ year after an ~~alarm-dispatch-request~~Alarm Dispatch Request, the ~~monitoring-company~~Alarm System Monitoring Company shall furnish the requested records within thirty ~~(30)~~ days of receiving the request.
- ~~C.D.~~ An ~~alarm-installation-company-and/or-monitoring-company~~Alarm System Monitoring Company that purchases ~~alarm-system~~Alarm System accounts from another ~~person~~Person shall notify the ~~chief-of-police~~False Alarm Management Company of such purchase and provide details as may be reasonably requested by the ~~chief-of-police~~Chief of Police.
- ~~D.E.~~ Each ~~alarm-installation-company-and-alarm-monitoring-company~~Alarm System Monitoring Company must designate one ~~(1)~~ individual as the ~~alarm-response-manager~~Alarm Response Manager (ARM) for the company who will manage alarm related issues and act as the point of contact for the ~~chief-of-police~~Chief of Police. The appointed individual must be knowledgeable of the general provisions of the ordinance, as well as have the knowledge and authority to deal with ~~false-alarm~~False Alarm issues and respond to requests from the ~~chief-of-police~~Chief of Police. The name, phone number, and email address of the designated ARM must be provided to the ~~chief-of-police~~Chief of Police.
- ~~E.F.~~ An ~~alarm-installation-company-and/or-monitoring-company~~Alarm System Monitoring Company shall provide the ~~chief-of-police~~False Alarm Management Company with a customer list in a format acceptable to the ~~chief-of-police~~Chief of Police, upon request, to assist with creating the ~~police-department's~~Police Department's tracking data, so far as allowed with respect to state or local law that protects this customer information as confidential.

~~F.G. Alarm companies shall assist in obtaining the initial alarm registration and registration fee from the alarm user and submit it to the chief of police within ten days of the activation of an alarm system. An Alarm System Monitoring Company shall provide the False Alarm Management Company with a list, in a format acceptable to the Chief of Police, of all new alarm monitoring accounts within thirty (30) days of each new account. This list shall include the contact information of the Alarm Owner and ARM(s).~~

8.48.100—Revocation of alarm user registration.

The following shall constitute grounds for revocation of an alarm user registration:

The violation of any of the provisions of this chapter;

The occurrence of excessive false alarms due to defects or deficiencies in an alarm system;

Any false, misleading or fraudulent statement of a material fact in the application for an alarm user permit, or in any report or record submitted or filed with the city; or

Failure by the alarm user to respond within one hour to a request made by a police department representative to permit or provide access to the property where an alarm has been activated.

Prior to revoking an alarm user registration, the chief of police shall notify the alarm user in writing of the intended action not less than ten days prior to the effective date of such action. The notice shall specify the reasons therefor and the alarm user's right to appeal the revocation in accordance with Section 8.48.110 of this chapter.

A. ~~At the discretion of the chief of police, he or she may reinstate revoked registration if the alarm user whose registration has been revoked if such alarm user:~~

- ~~1. Pays a reinstatement fee as set forth in a resolution adopted by the city council; pays, or otherwise resolves, all outstanding citations and fines; and provides satisfactory evidence to the chief of police that the alarm system has been inspected and repaired, if necessary, by the alarm installation company; and/or that additional training in the proper use of the alarm system was provided by the alarm installation company for all alarm users; or~~
- ~~2. Provides proof that an employee of the alarm installation company or monitoring company caused the false alarm giving rise to the revocation; or~~
- ~~3. Otherwise makes upgrades to the alarm system, provisions for video or personal verification of any alarm dispatch request or other agreements as deemed appropriate by the chief of police.~~

8.48.110 - Appeals.

- A. If the ~~chief of police~~Chief of Police suspends response to alarms pursuant to Section 8.48.020 or Section 8.48.070, ~~assesses a false alarm fee pursuant to Section 8.48.050, or denies the issuance or renewal of an alarm registration pursuant to 8.48.080,~~ the ~~chief of police~~Chief of Police shall send written notice of the action not less than ten (10) days prior to the effective date of such suspension, ~~assessment~~ and action and a statement of the right to an appeal to ~~either the affected applicant or alarm user~~the Alarm Owner.

- B. The ~~alarm user~~Alarm Owner may appeal ~~the~~ above-referenced suspension, ~~assessment or denial~~ to the ~~city manager~~City Manager or his or her designee by setting forth in writing the reasons for the appeal within fifteen ~~(15)~~ business days after notice. The decision of the ~~city manager~~City Manager is final.
- C. Filing of a request for appeal shall stay the action by the ~~e~~Chief of ~~p~~Police ~~suspending the alarm response~~revoking an alarm registration or requiring payment of a fine, until the ~~e~~City ~~m~~Manager has completed his ~~or her~~ review.

8.48.120 - Confidentiality.

In the interest of public safety, all information pertaining to an ~~alarm user~~Alarm Owner contained in and gathered through ~~the alarm registration applications of the alarm user~~the ~~administration of the False Alarm Program~~ shall be held in confidence by all employees or representatives of the ~~city~~City, provided that the ~~city~~City may disclose any information required to be disclosed by state or federal law or by court order after a reasonable notice to the ~~alarm user~~Alarm Owner.

8.48.130 - Government immunity.

~~Alarm registration~~Administration of the False Alarm Program is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of police response. Any and all liability and consequential damage resulting from the failure to respond to ~~a notification~~an Alarm Dispatch Request is hereby disclaimed, and governmental immunity as provided by law is retained. ~~By applying for an alarm registration~~ When making an Alarm Dispatch Request, the ~~alarm user~~Alarm Owner acknowledges that police response may be influenced by factors such as: the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

8.48.140 - Enforcement.

- A. ~~Except as otherwise provided for in Section 8.48.050 for assessment of a false alarm response fee, It is unlawful for any p~~Person ~~to violateing or causeing or permitting to be violated any provision of this chapter. shall be subject to the following fines pursuant to the authorities and procedures set forth in Chapter 1.19. The assessment of a False Alarm response fee as provided for in Section 8.48.050 is in addition to all other remedies available to the City.1. First Violation: a first violation shall be subject to a fine payable to the city of one hundred dollars.~~
2. ~~Second Violation: A second violation within any consecutive twelve-month period shall be subject to a fine payable to the city of two hundred dollars.~~
3. ~~Subsequent Violations: Any subsequent violations within any consecutive twelve-month period shall be subject to a fine payable to the city of five hundred dollars.~~
- B. In the event of the failure of any ~~p~~Person to pay the assessments or fines pursuant to the provisions of this chapter, the ~~e~~City may institute an action in any court of competent jurisdiction to collect any charges which may be due and payable in the same manner as any other debts owing to the ~~e~~City may be collected.

SECTION 2. Severability. Should any provision of this ordinance be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such provision shall be severed from the ordinance, and such severance shall not affect the remainder of the ordinance.

SECTION 3. Effective Date; Posting. This ordinance shall take effect on _____, 2018. The City Clerk is hereby directed to publish this ordinance or a summary thereof pursuant to §36933 of the Government Code.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Morgan Hill held on the ____ of ____, 2018 and was finally adopted at a meeting of said Council on the ____th day of ____, 2018 and said ordinance was duly passed and adopted in accordance with law by the following vote:

AYES: **COUNCIL MEMBERS:**

NOES: **COUNCIL MEMBERS:**

ABSENT: **COUNCIL MEMBERS:**

ABSTAIN: **COUNCIL MEMBERS:**

ATTEST:

APPROVED:

Irma Torrez, City Clerk

Steve Tate, Mayor

☐ **CERTIFICATE OF THE CITY CLERK** ☐

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 their regular meeting held on the ____th day of ____, 2018.

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

DATE: _____

IRMA TORREZ, City Clerk

RESOLUTION NO. ____**A RESOLUTION OF THE CITY OF MORGAN HILL
MODIFYING THE CITY'S FEE SCHEDULE TO INCLUDE
A RECONNECTION FEE FOR FIRE ALARM SYSTEMS**

WHEREAS, an ordinance to add Chapter 8.49 to Title 8 of the Morgan Hill Municipal Code to regulate Fire Alarm Systems is being introduced concurrently with this resolution;

WHEREAS, this ordinance authorizes a reconnection fee;

WHEREAS, Morgan Hill Municipal Code Chapter 3.50 establishes City policy as to the percentage of the City's costs to be recovered from users of City services;

WHEREAS, a new fee for reconnection of fire alarm needs to be established; and

WHEREAS, the staff time required to verify the restoration of fire alarm monitoring services (physically inspect a fire alarm panel, communicate with fire alarm monitoring companies and building owners/responsible persons, and document/record activities/findings), is the equivalent amount of staff time for a "fire reinspection" and consequently, the same fee for failed fire reinspection is appropriate and adequate for fire alarm reconnections and therefore, the fee is so established.

Now therefore, be it resolved by the City Council of the City of Morgan Hill that:

Section 1. Fire Alarm Reconnection Fee Adoption. Based on the record before it and the findings set forth above, the City Council hereby establishes the Fire Alarm Reconnection Fee to be the same as the fee for fire reinspection currently set at \$69.

Section 2. Annual Automatic Adjustment. Any annual adjustments shall be applicable to this fees as currently established in the approved City Fee Schedule.

Section 3. Severability. If any portion of this Resolution is declared invalid by a court of competent jurisdiction, then it is the intent of the City Council that all other portions of the Resolution shall be severed and remain in full force and effect.

PASSED AND ADOPTED by the City Council of Morgan Hill at the meeting held on this day of _____, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNCIL MEMBERS:

COUNCIL MEMBERS:

COUNCIL MEMBERS:

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.XXX X, adopted by the City Council at the meeting held on _____, 2018.

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

DATE:

Irma Torrez, CITY CLERK

Attachment: RESOLUTION NO. Fire Fee (1615 : FALSE ALARM REGULATION ORDINANCE AND BURGLARY AND ROBBERY ALARM



CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

PREPARED BY: Dan Repp, Deputy Director Utility Services
APPROVED BY: City Manager

2018 SANITARY SEWER MANAGEMENT PLAN

RECOMMENDATION(S)

Adopt resolution approving the 2018 Sanitary Sewer Management Plan (SSMP).

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Protecting the Environment

2018 Strategic Priorities

Financial Stewardship

REPORT NARRATIVE:

Introduction

The purpose of this Staff Report is to present to the City Council the 2018 Sanitary Sewer Management Plan (SSMP) as well as to inform the Council of operational improvements made within the Sewer Utility as result of SSMP efforts. The following sections provide an overview of the SSMP and a discussion the operational improvements.

Sanitary Sewer Management Plan Overview

The Sanitary Sewer Management Plan (SSMP) overview includes the regulatory background for the SSMP, the contents of the SSMP, the SSMP work activities, and SSMP performance measures. Each topic is discussed below. The full document is included as Attachment A.

Regulatory Background

The City operates a sanitary sewer collection system consisting of 157.9 miles of gravity sewers, 3,284 manholes, 2.92 miles of force mains, and 14 lift stations. The sewer lines range in size from four (4) inches to thirty (30) inches in diameter and the piping system includes twenty-six (26) siphons. The State of California Water Resources Control Board (SWRCB) has issued Statewide General Waste Discharge Requirements (GWDR) for sanitary sewer systems, which require the development of a Sanitary Sewer Management Plan (SSMP). The purpose of these regulations is to reduce and/or eliminate sanitary sewer overflows (SSO's)

The SWRCB requirements are detailed in Order Numbers 2006-0003-DWQ, WQ-2008-0002-EXEC. and 2013-0058-EXEC. In addition, the City's collection system is also named and regulated through the South County Regional Wastewater Authority

(SCRWA) National Pollution Discharge Elimination System (NPDES) Permit No. CA0049664, Order Number R3-2017-0028.

This SSMP is intended to update the City's 2009 SSMP, to be in compliance with the GWDR which require that SSMP's be updated every 5 years. Upon approval by Council, the SSMP will be the guiding document to ensure regulatory compliance for sanitary sewer system management. In developing and approving this plan, the City is indicating its commitment to managing the sanitary sewer system in a manner to protect water quality and public health as appropriate.

SSMP Content Summary

The SSMP made up of eleven elements each of which describes a portion of sanitary sewer system management. The required elements of the SSMP and a brief description follow:

1. Goals – identify goals suited to the size of organization and suited to the collection system configuration, condition, and operation practices.
2. Organization - clearly identify the structure of the organization directly responsible for implementation of the SSMP and emergency response procedures.
3. Legal authority – review municipal code and ordinances to assure that sufficient legal authority exists to implement and enforce State requirements contained in the SSMP.
4. Operations and Maintenance Program – review existing O&M program including performance measures, graphic information system (GIS), and preventive maintenance program to identify elements that need further attention.
5. Design and Performance Provisions – review and revise engineering standards as needed to address fats, oils, and grease control and/or system performance.
6. Overflow Emergency Response Plan (OERP) – formally document overflow response procedures, integrate into business processes and reflect in the SSMP organization.
7. Fats, Oils, and Grease (FOG) – identify the magnitude of the FOG problem and determine the appropriate level of effort to minimize FOG related SSO's.
8. System Evaluation and Capacity Assurance Plan – monitor collection system flows to determine dry and peak wet weather flows and identify segments of piping system that are nearing capacity.
9. Monitoring, Measuring & Program Modification – identify performance metrics for SSMP and SSO's.
10. SSMP Program Audits – defines the frequency and procedures for program audits.

11. Communication program – communicate system requirements and management responsibilities to satellite service areas as well as to sewer users through City newsletters and other similar means.

SSMP Work Activities

The SSMP includes a list of 28 activities which are to be completed during the five (5) year planning period. The complete list of activities can be found in Appendix G of the SSMP. The following are some of the activities already in progress.

1. City Website update to provide the public with better information on how the City manages its wastewater collection system.
2. Pipe inspection and condition assessments.
3. On-going annual employee training on the SSMP and OERP.
4. Develop a manhole inspection program.

SSMP Performance Measures

The SSMP includes several performance measures which the City can use to track progress in reaching its goal for reducing or eliminating SSO's. As part of the SSMP Communication Program (Element XI) staff will be providing the City Council and the public an annual update on the performance measures and general progress toward SSMP goals and activities. Below are two examples of the performance measures showing data since 2011 (see Figures 1 & 2). The first shows the number of overflows per fiscal year and what caused the overflow (Figure 1). We can see that grease and roots are trending as the most frequent cause of overflows for the City. The second measure compares the rate of SSO's in Morgan Hill with statewide and the Center Coast Region (Figure 2). The number of overflows the City is trending upward compared to the other areas. The recent exceptionally wet winters have contributed to the increase in overflows in the City.

Figure 1. Trend in Sanitary Sewer Overflows by Cause

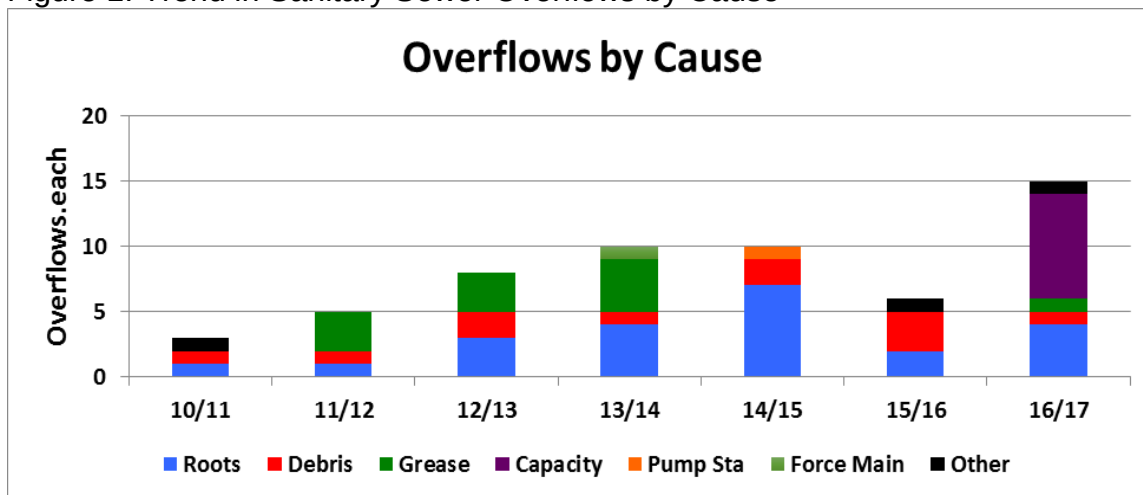
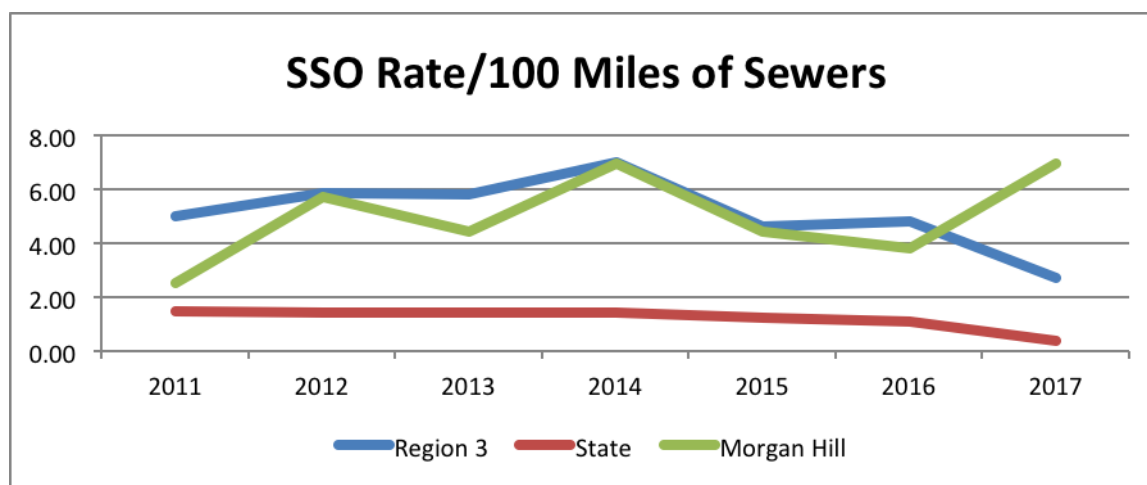


Figure 2: Comparison of Sanitary Sewer Overflow Rate per 100 Miles of Sewers



Operational Improvements

Updating the SSMP provided an excellent opportunity to improve some of our operational procedures and processes within the sewer utility. In particular, City staff were interested in developing standard operating procedures for most sanitary sewer related activities. Previously, staff had been using a series of written policies to guide these activities, however consistent interpretation of the policies was difficult to obtain. Staff was looking for a more step-by-step approach that could be referenced in the field. The consultant team, DKF Solutions Group, prepared the Overflow Emergency Response Plan (OERP) and Pump Station Response Plans (PSRP's) in a standard operating procedure format. The PSRP's provide detailed emergency response procedures for each of the City's wastewater pump stations. DKF also developed photo documented standard operating procedures (SOP's) for equipment and common activities such as line flushing, bypass pumping, and pipe inspection. The utility staff will use the SOP's to guide them during daily activities and to ensure consistent operation of system equipment. The OERP is included in Attachment A. The PSRP's and SOP's can be found in Attachments B and C respectively. In addition, DKF developed a computer based SSO response training tool which we will use as the foundation training for all existing and new utility workers.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the public of the 2018 Sewer Management Plan as well as the operational improvements made within the Sewer Utility as result of SSMP efforts.

ALTERNATIVE ACTIONS:

There is no alternative to adopting a Sanitary Sewer Management Plan as it is a requirement under State Law. The City is bound to this requirement because the City owns and operates a sanitary sewer collection system. The City Council could choose to direct staff to make minor changes and postpone adoption. However not adopting the plan would likely put the City at risk of an enforcement action by the State Water Quality Control Board.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

City Council approved the original Sanitary Sewer Management Plan on July 22, 2009, Resolution #6266.

FISCAL AND RESOURCE IMPACT:

The SSMP defines the majority of the City's Sewer Utility operations practices and procedures. By extension the fiscal impact to implement the SSMP is approximately equivalent to the Sewer Utility annual operating budget which for FY 17/18 is \$10,742,171.

CEQA (California Environmental Quality Act):

The SSMP implements portions of the City's 2035 General Plan, which was evaluated in an EIR adopted by the City Council on July 27, 2016. Replacement or reconstruction of existing utility systems and/or facilities that do not expand capacity is exempt from CEQA under Guideline 15302.

LINKS/ATTACHMENTS:

1. Attachment A - Morgan Hill SSMP 2-2-18 Council Consideration
2. Attachment B - Pump Station Response Plans
3. Attachment C - Morgan Hill SSMP SOPs
4. Attachment D - SSMP Reso



**Sanitary Sewer Management Plan
Revisions
February 2018**

Originally Certified: July 22, 2009

Resolution No: 6266

Readopted: February 21, 2018

Resolution No: _____

City WDID #3SSO10332

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Introduction

Sewer System Management Plan

This Sewer System Management Plan (SSMP) has been prepared by the Utilities Division of the City of Morgan Hill with the assistance of Causey Consulting, Walnut Creek, CA. It is a compendium of the policies, procedures, and activities that are included in the planning, management, operation, and maintenance of the City's sanitary sewer system.

The State Water Resources Control Board (SWRCB) has issued statewide waste discharge requirements for sanitary sewer systems, which include requirements for development of an SSMP. The State Water Board requirements are outlined in Order No. 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, dated May 2, 2006 (GWDR), and Order No. WQ-2008-0002-EXEC, dated February 20, 2008, which was amended by Order No. 2013-0058-EXEC, effective September 9, 2013, which changed the Monitoring and Reporting Program (MRP). This SSMP is intended to update the City's 2009 SSMP, in compliance with the GWDR and MRP revised requirements. In addition, the City's collection system is also named and regulated through the South County Regional Wastewater Authority (SCWRA) National Pollution Discharge Elimination System (NPDES) Permit No. CA0049664, Order Number R3-2017-0028.

The structure (section numbering and nomenclature) of this SSMP follows the above referenced GWDR Section D13. This SSMP is organized by the SWRCB outline of elements; and contains language taken from the GWDR at that beginning of each element. The GWDR uses the term "Enrollee" to mean each individual municipal wastewater collection system that has completed and submitted the required application for coverage under the WDR (in this case, the Enrollee is the City of Morgan Hill. The City's waste discharger identification number (WDID) in the California Integrated Water Quality System (CIWQS) is 3SSO10332, The City service area crosses two separate Regional Boards – the San Francisco (SFRWQCB) and the Central Valley (CCRWQCB) and uses the single WDID for the reporting of all regulatory requirements under the WDR and the MRP in each RWQCB region. Intro Figure 1-2 delineates the reporting areas for the two RWQCBs.

Sanitary Sewer System Facilities

The City operates a sanitary sewer system that serves a population of approximately 42,068 in a 12.882 square mile service area. The sewer system serves 12,542 connections. The sewer system consists of 157.9 miles of gravity sewers (approximately

3,762 line segments), 3284 manholes, 2.92 miles of force mains, and 14 lift stations. The sewer lines range in size from four (4) inches to thirty (30) inches in diameter and the piping system includes twenty-three (23) siphons with a total length of 1.12 miles of pipelines. The property owner is fully responsible for installation, maintenance and repair of the parcel private sewer lateral(s). The current City service area ranges in elevation from 350 feet above sea level to 1200 feet above sea level in the foothills.

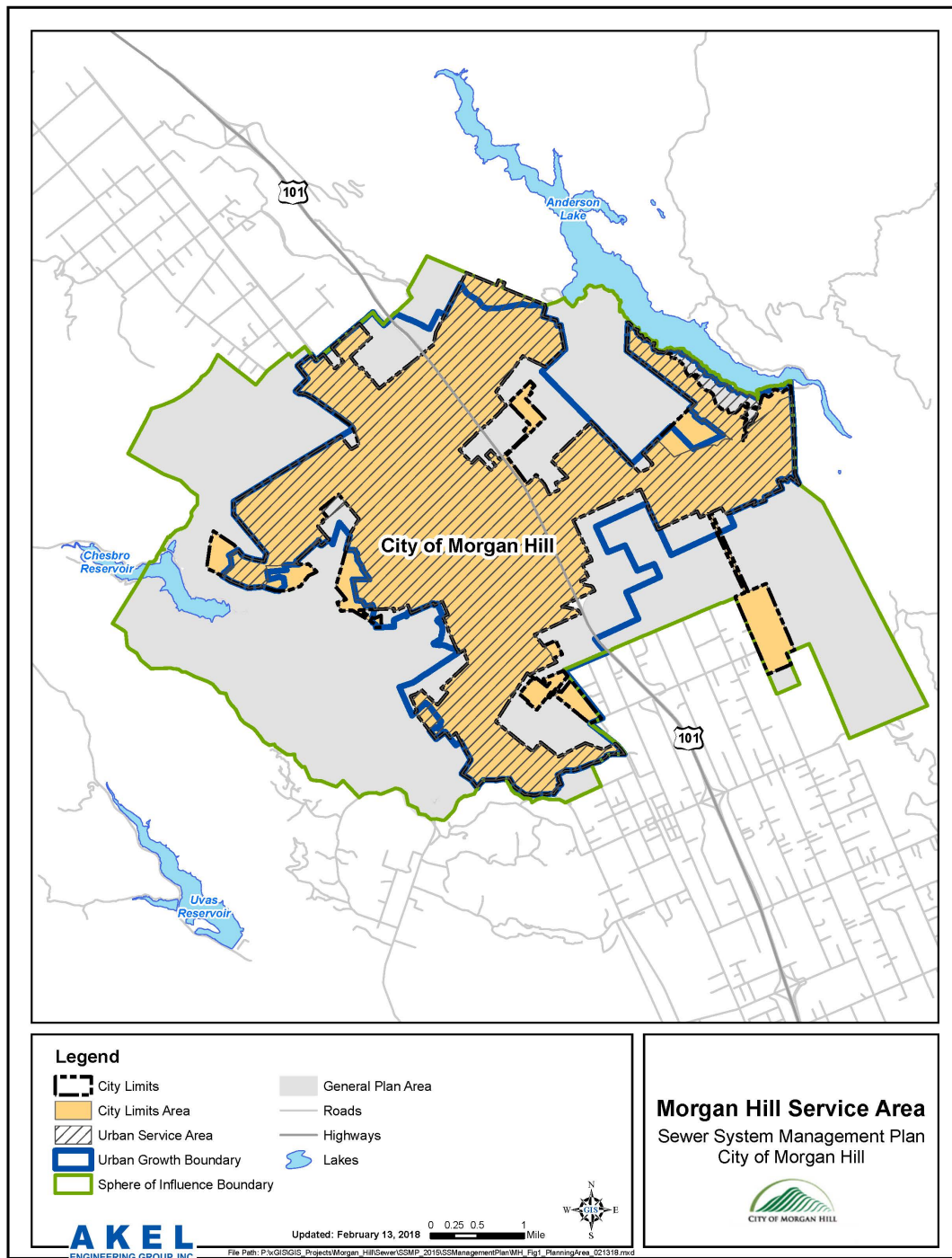
Intro Figure 1 contains an overview map of the City's sanitary sewer service area.

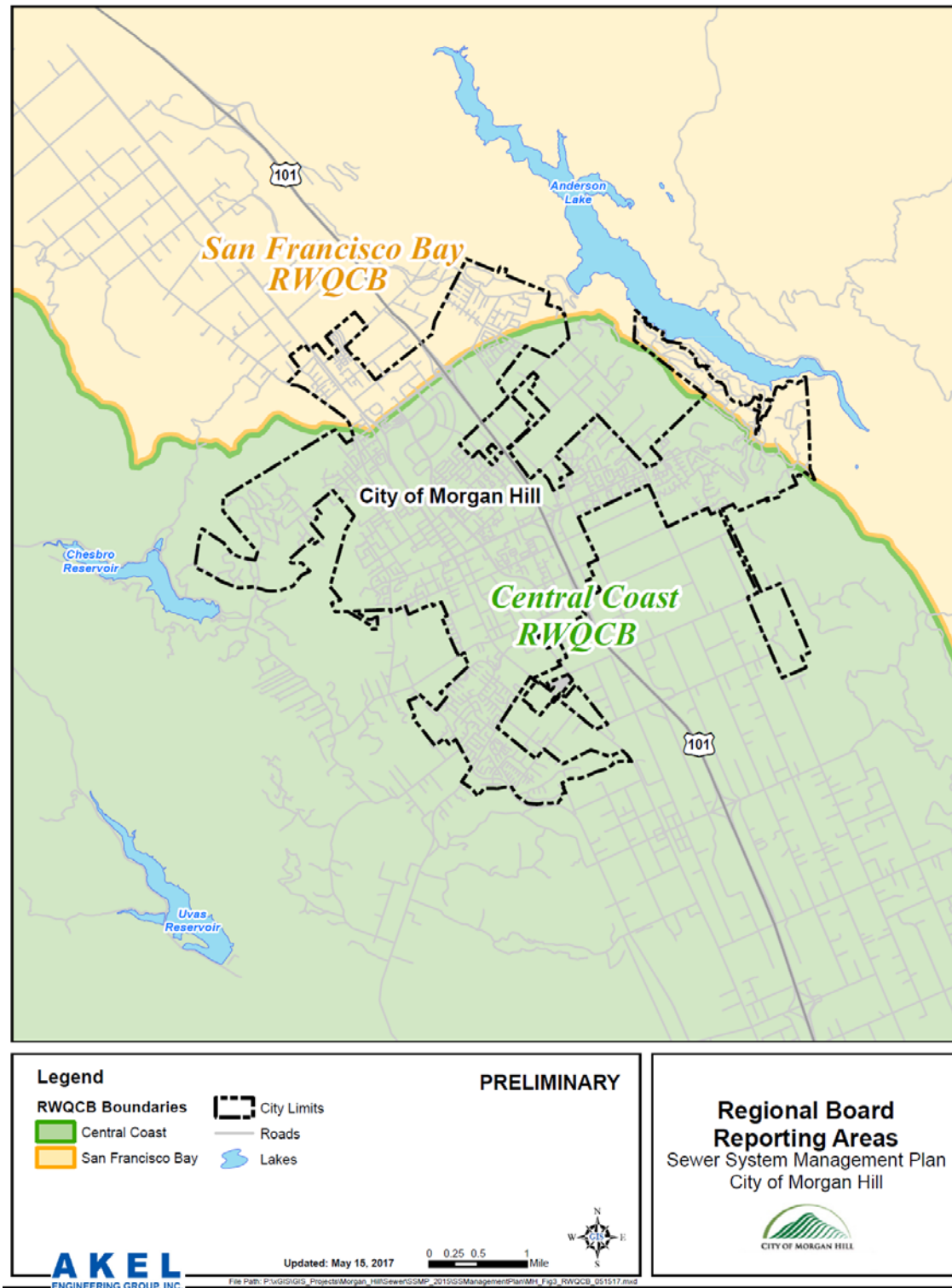
Intro Figure 2 contains an overview map of the City's Regional Board Reporting Areas.

Intro Table 1 and **Intro Table 2** provide the composition of the gravity sewer piping by size and material of construction.

Intro Table 3 provides the installation age distribution of the City's collection system.

Intro Table 4 provides the system information of all siphons in the collection system.

Intro Figure 1: Morgan Hill Sewer System Map



Intro Figure 2: Morgan Hill Regional Board Reporting Areas

Intro Table 1: Gravity Sewer System Size Distribution

Diameter, inches	Number of Line Segments	Pipe Length, linear feet	Portion of Sewer System, %
4	7	1690	0.2
6	1487	295,944	35.5
8	1533	333,221	40.0
10	355	86,803	10.4
12	74	16,632	2.0
14	3	581	0.1
15	124	34,162	4.1
16	1	475	0.1
18	37	7,498	0.9
20	14	3,696	0.4
21	36	17,160	2.1
24	34	12,408	1.5
30	49	20,645	2.5
Unknown	8	2,640	0.3
Total	3762	833,554	100.0
Total, miles		157.87	
Source: GIS Shapefiles by City staff dated 1/25/17			

Intro Table 2: Gravity Sewer System Materials of Construction

Material	Number of Line Segments	Pipe Length, LF	Percent of Sewer System
VCP	537	94,090	11.28
PVC	291	63,795	7.65
RPP	124	21,490	2.58
ACP	152	21,595	2.59
Unknown	2658	632,597	75.89
Total	3762	833,554	100.00
Total, miles		157.87	
Source: CCTV data and Shapefiles from staff 1/25/17			

Intro Table 3: Gravity Sewer System Inventory of Sewer Lines by Pipe Age

Age in Years	Construction Period	Percent of System	Miles of Main Sewer
0-15	2000 - current	15	23.68
16 – 35	1980 – 1999	25	39.46
36 – 55	1960 – 1979	25	39.46
56 – 75	1940 – 1959	20	31.57
76 – 95	1920 – 1939	15	23.68
95 – 115	1900 – 1919	0	0
>115	Before 1900	0	0
Total, miles			157.87
Source: GIS Shapefiles by City staff dated 1/25/17			

Intro Table 4: Gravity Sewer System Inventory of Siphons in System

Siphon Title/Name	Location	Length Linear Feet	Length Total Linear Feet	Size Inches	Material	Date of Construction
2nd – 3rd Invert	75 2nd st.	57'	57	6"	Clay	NA
2nd – Del Monte	17415 Del Monte	148'	148	6"	NA	NA
50 West Edmundson at Creek	Same	149'	149	15"	NA	NA
Barrett at Butterfield	16160 Barrett	162'	162	18"	PVC	NA
Barrett at Creek by Hill Road	16220 Barrett	141'	141	8"	Clay	NA
Barrett at Freeway	965 Barrett	449'	449	18"	NA	NA
Cochrane across 101 freeway (Target)	900 Lightpost	538' X 2	1076	10" / 14"	PVC	NA
East Dunne at Freeway	Same	788'	788	10"	NA	NA
Edes Court at Creek	Same	83'	83	12"	NA	NA
Fountain Oaks – Hill Road	Same	91'	91	6"	NA	NA
Gallant Fox – Easy Street	Flygt Sewer Station Pump	331'	331	10"	Clay	NA
Hillwood - Hale	18004 Hillwood	209'	209	8"	NA	NA
Little Llagas Creek – Monterey San Martin Bridge (east side)	Same	283' x 3	849	14"/12"/14"	NA	NA
Little Llagas Creek – Monterey San Martin Bridge (west side)	Same	186' x 2	372	10" / 16"	Clay X 2	NA
Main – Hale	Same	66'	66	15"	NA	NA
Monterey – 4th NB/SB	17205 Monterey	58'	58	6"	Clay	NA
NE Side Cochrane at Freeway	1031 Cochrane	145'	145	10"	PVC	NA
O Lift Station	14565 Middle	110'	110	6"	Clay	NA
San Pedro-Butterfield	340 San Pedro	294"	294	10"	NA	NA
W Lift Station	15505 Watsonville	178'	178	12"	NA	NA
Warren Avenue at Creek	115 Warren		0	6"	Clay	NA
Watsonville at Monterey	Same	64'	64	10"	NA	NA
West Dunne – Monterey	35 W Dunne	38'	38	8"	Clay	NA

Definitions, Acronyms, and Abbreviations

Asbestos Cement Pipe (ACP)

Best Management Practices (BMP)

Refers to the procedures employed in commercial kitchens to minimize the quantity of grease that is discharged to the sanitary sewer system. Examples include scraping food scraps into a garbage can and dry wiping dishes and utensils prior to washing.

Calendar Year (CY)

California Integrated Water Quality System (CIWQS)

Refers to the State Water Resources Control Board online electronic reporting system that is used to report SSOs, certify completion of the SSMP, and provide information on the sanitary sewer system.

Capital Improvement Plan (CIP)

Refers to the document that identifies future capital improvements to the City's sanitary sewer system.

Cast Iron Pipe (CIP)

Central Coast Regional Water Quality Control Board (CCRWQCB) – see RWQCB below

City

Refers to the City of Morgan Hill.

Closed Circuit Television (CCTV)

Refers to the process and equipment that is used to internally inspect the condition of gravity sewers.

Computerized Maintenance Management System (CMMS)

Refers to the computerized maintenance management system that is used by the City to plan, dispatch, and record the work on its sanitary sewer system. SEDARU is the proprietary software the City uses for work flow management.

Division of Water Quality (DWQ)

Refers to the State of California Division of Water Quality of the State Water Resources Control Board.

Fats, Oils, and Grease (FOG)

Refers to fats, oils, and grease typically associated with food preparation and cooking activities that can cause blockages in the sanitary sewer system.

First Responder

Refers to the field crew or the On-Call personnel that are the City's initial response to an SSO event or other sewer system emergency.

Fiscal Year (FY)

Means a 12-month periods beginning July 1st and ending June 30th.

Food Service Establishment (FSE)

Refers to commercial or industrial facilities where food is handled/prepared/served that discharge to the sanitary sewer system.

General Waste Discharge Requirements (GWDR)

Refers to the State Water Resources Control Board Order No. 2006-0003, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, dated 5/2/2006.

Geographical Information System (GIS)

Refers to the City's system that it uses to capture, store, analyze, and manage geospatial data associated with the City's sanitary sewer system assets.

Global Positioning System (GPS)

Refers to a field device it that is recommended to determine the longitude and latitude of sanitary sewer overflows for use in meeting CIWQS reporting requirements.

Grease Removal Device (GRD)

Refers to grease traps and grease interceptors that are installed to remove FOG from the wastewater flow at food service establishments.

Infiltration/Inflow (I/I)

Refers to water that enters the sanitary sewer system from storm water and groundwater.

- Infiltration enters through defects in the sanitary sewer system after flowing through the soil.
- Inflow enters the sanitary sewer without flowing through the soil. Typical points of inflow are holes in manhole lids and direct connections to the sanitary sewer (e.g. storm drains, area drains, and roof leaders).

Joint Powers Agreement (JPA)***Lateral – See Private Sewer Lateral******Legally Responsible Official (LRO)***

Person(s) designated by the City of Morgan Hill to be responsible for formal reporting and certifying of all reports submitted to the CIWQS.

Lift Station (LS)

A facility that transmits and lifts sewage into the City gravity sanitary sewer collection system.

Manhole (MH)

Refers to an engineered structure that is intended to provide access to a sanitary sewer for maintenance and inspection.

Mainline Sewer

Refers to City publicly owned wastewater collection system piping that is not a private lateral connection to a user.

Monitoring, Measurement, and Plan Modifications (MMPM), SSMP Element IX***Monitoring and Reporting Program (MRP)***

State Water Resources Control Board WQ 2013-0058-EXEC effective September 9, 2013.

Morgan Hill Municipal Code (MHMC)***National Association of Sewer Service Companies (NASSCO)******National Pollution Discharge Elimination System Permit (NPDES)******Notification of an SSO***

Refers to the time at which the City becomes aware of an SSO event through observation or notification by the public or other source.

Nuisance

California Water Code section 13050, subdivision (m), defines nuisance as anything that meets all the following requirements:

- a. Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
- b. Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
- c. Occurs during, or as a result of, the treatment or disposal of wastes.

Office of Emergency Services (OES)

Refers to the California State Office of Emergency Services.

Operations and Maintenance (O&M)***Overflow Emergency Response Plan (OERP)******Pipeline Assessment and Certification Program (PACP)***

Refers to the NASSCO certification program that is used for the evaluation and condition assessment of sewer lines and appurtenances from closed circuit televising of the lines and appurtenances.

Polyvinylchloride Pipe (PVC)***Preventive Maintenance (PM)***

Refers to maintenance activities intended to prevent failures of the sanitary sewer system facilities (e.g. cleaning, CCTV, repair, etc.).

Private Sewer Lateral (PSL)

The sewer pipeline from the plumbing of a building to a collection line, including portions that extend across public rights-of-way and the saddle, wye or other physical connection to the collection line. Private sewer laterals are privately owned and maintained.

Private Lateral Sewage Discharges (PLSD)

Sewage discharges that are caused by blockages or other problems within a privately-owned sewer service lateral.

Property Damage Overflow

Refers to a sewer overflow or backup that damages a private property owner's premises.

Public Works (PW)***Regional Water Quality Control Board (CCRWQCB or SFRWQCB)***

Refers to the Central Coast Regional Water Quality Control Board or the San Francisco Regional Water Quality Control Board as regards to reporting in CIWQS.

Reinforced Concrete Pipe (RCP)***Reinforced Plastic Pipe (RPP)******Sanitary Sewer Backup (Backup)***

A wastewater backup into a building and/or on private property caused by blockages or flow conditions within the publicly owned portion of a sanitary sewer system.

San Francisco Regional Water Quality Control Board (SFRWQCB)***Sanitary Sewer Overflows (SSO)***

Any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system. SSOs include:

- (i) Overflows or releases of untreated or partially treated wastewater that reach waters of the United States;
- (ii) Overflows or releases of untreated or partially treated wastewater that do not reach waters of the United States; and
- (iii) Wastewater backups into buildings and on private property that are caused by blockages or flow conditions within the publicly owned portion of a sanitary sewer system.

SSOs that include multiple appearance points resulting from a single cause will be considered one SSO for documentation and reporting purposes in CIWQS.

NOTE: Wastewater backups into buildings caused by a blockage or other malfunction of a private sewer lateral are not SSOs.

SSO Categories:

Category 1: Discharge of untreated or partially treated wastewater of any volume resulting from a sanitary sewer system failure or flow condition that either:

- Reaches surface water and/or drainage channel tributary to a surface water; or
- Reached a Municipal Separate Storm Sewer System (MS4) and was not fully captured and returned to the sanitary sewer system or otherwise captured and disposed of properly.

Category 2: Discharge of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from a sanitary sewer system failure or flow condition that either:

- Does not reach surface water, a drainage channel, or an MS4, or
- The entire SSO discharged to the storm drain system was fully recovered and disposed of properly.

Category 3: All other discharges of untreated or partially treated wastewater resulting from a sanitary sewer system failure or flow condition.

Sanitary Sewer System or Sewer System

Refers to the sanitary sewer facilities that are owned and operated by the City of Morgan Hill.

Sensitive Areas

Refers to areas where an SSO could result in a fish kill or pose an imminent or substantial danger to human health.

Sewer Service Lateral

Refers to the piping that conveys sewage from the building to the sanitary sewer system

Sewer System Management Plan (SSMP)

Sewer Zone

South County Regional Wastewater Authority (SCRWA)

Refers to the joint powers agreement between the Cities of Morgan Hill and Gilroy for the construction, operation, maintenance and renewal of wastewater treatment facilities for all wastewater collection from the Morgan Hill and Gilroy collection systems.

Standard Operating Procedures (SOP)

Refers to written procedures that pertain to specific activities employed in the operation and maintenance of the Sanitary Sewer System.

Standard Specifications

Refers to the latest edition of the City of Morgan Hill Design Standards and Standard Details for Construction.

State Water Resources Control Board (SWRCB)

Refers to the California Environmental Protection Agency, State Water Resources Control Board.

Note: The State Board is a separate entity from the Central Coast or the San Francisco Regional Water Quality Control Board(s), although the agencies are closely connected.

Supervisory Control and Data Acquisition (SCADA)

Refers to the system that is employed by the City to monitor the performance of its lift stations and to notify the operating staff when there is an alarm condition that requires attention.

System Evaluation and Capacity Assurance Plan (SECAP) SSMP Element VIII

Untreated or Partially Treated Wastewater

Any volume of waste discharged from the sanitary sewer system upstream of a wastewater treatment plant headworks.

Vitrified Clay Pipe (VCP)

Waste Discharge Identification Number (WDID)

A unique Morgan Hill identification number for the certification and reporting of collection system related actions and overflows in the CIWQS System. The Morgan Hill WDID is 3SSO10332

Water Body

Any stream, creek, river, pond, impoundment, lagoon, wetland, or bay.

Water of the State

Refers to “any surface water or groundwater, including saline waters, within the boundaries of the state.” (California Water Code § 13050(e)).

Water Quality Monitoring Plan (WQMP)***Work Order (WO)***

Refers to a document (paper or electronic) that is used to assign work and to record the results of the work.

References

- State Water Resources Control Board Order No. 2006-0003, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, California State Water Resources Control Board, May 2, 2006.
- State of California Water Resources Control Board Order No. WQ-2008-0002-EXEC, Adopting Amended Monitoring and Reporting Requirements for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems dated February 20, 2008
- State Water Resources Control Board Order No. Order No. 2013-0058-EXEC, Amending Monitoring and Reporting Program for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, September 9, 2013.
- South County Regional Wastewater Authority (SCWRA) National Pollution Discharge Elimination System (NPDES) Permit No. CA0049664, Order Number R3-2017-0028

Element I: Goals

Goal: The goal of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system. This will help reduce and prevent SSOs, as well as mitigate any SSOs that do occur.

I-1. SSMP Goals

The goals of the City of Morgan Hills SSMP are:

1. To minimize and mitigate the adverse impacts of SSOs that may occur despite best efforts.
2. To minimize the frequency of SSOs.
3. To meet all applicable regulatory notification and reporting requirements.
4. To provide adequate capacity to convey both peak wastewater and dry wastewater flows.
5. To measure progress through performance measures so the plan can be adjusted as needed.
6. To protect public health and safety, and the environment.
7. To perform all operation and maintenance activities in a safe manner.
8. To document and define procedures to address SSO prevention and response.
9. To understand the condition of and maintain infrastructure to maximize the life of the collection system.
10. To Implement regular, proactive maintenance of the system to remove roots, debris, and fats, oils and grease (FOG) in areas prone to blockages that may cause sewer backups or SSOs.
11. Construct new and/or rehabilitated public and private sewers to City Engineering standards and specifications.

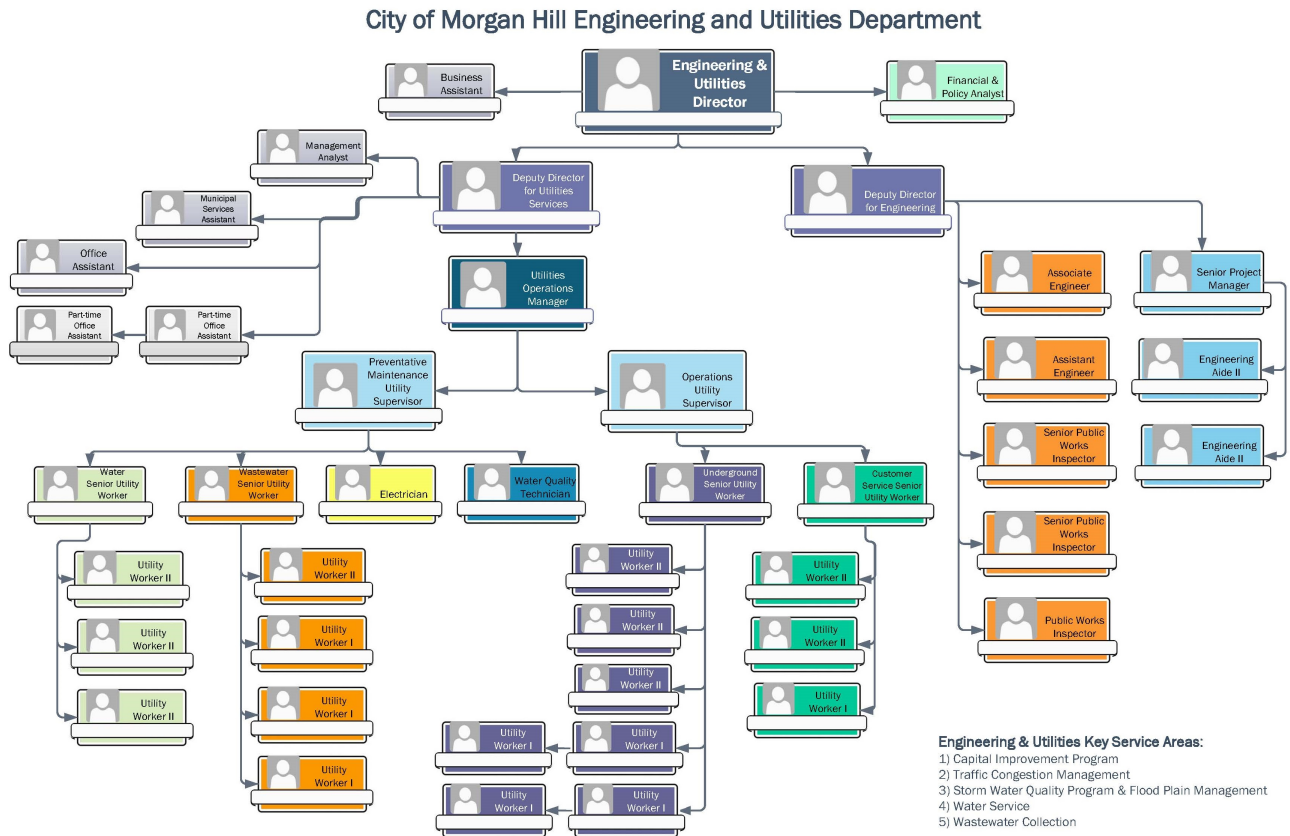
Element II: Organization

Organization: The SSMP must identify:

- (a) The name of the responsible or authorized representative as described in Section J of this Order.
- (b) The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation; and
- (c) The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services (OES)).

II-1. Organizational Structure

The sanitary sewer collection system is operated and maintained by the Utilities Division of the Engineering and Utilities Department with the direct assistance of the Engineering Division for long range planning and capital program management. In addition, is also supported by City Risk Management, Building Division and Environmental Services Division. Finally, the SCRWA provides the City with the FOG control program for food services establishments. The organization chart for the management, operation, and maintenance of the City's wastewater collection system is shown on the next page.

Figure II - 1: Morgan Hill Engineering and Utilities Department Organization Chart

II-2. Authorized Representatives

The City's *Legally Responsible Official(s)* (LRO) for wastewater collection system matters are identified below along with their roles and responsibilities for the collection system operations. They are the City's legally responsible officials who are authorized to certify electronic spill reports and other required submittals to the SWRCB, the Office of Emergency Services (OES) and/or the CIWQS System

Engineering and Utilities Director – Legally Responsible Official (LRO)

Administers all phases of a comprehensive public works and engineering program through subordinate management and supervisory personnel; provides expert professional assistance to City management staff in areas of responsibility; performs related work as required. Reports to the City Manager.

Deputy Director of Utility Services - The Deputy Director of Utility Services is a mid-management position is responsible for overseeing the functions for water and wastewater utilities. The position provides leadership and management over the water and wastewater functions of utilities including long-range planning, system reliability,

regulatory compliance, capital program development, and operations and maintenance. The Deputy Director develops, monitors, and analyzes financial and quality indicators, oversees utility operations. This requires detailed understanding of the municipal water and wastewater engineering, operations, management to deliver utility services. Reports to the Engineering and Utilities Director.

Senior Project Manager – Responsible for engineering, directing and performing complex or difficult civil engineering work. Trains sub professionals and less experienced engineering staff. Reports to the Deputy Director of Engineering.

Management Analyst – Performs professional administrative and research work of a technical nature in support of the Utilities Division and on other work as assigned. Reports to the Deputy Director of Utilities.

Municipal Services Assistant – Under general supervision provides varied and responsible advanced office and technical support to the Utilities Division. Reports to the Deputy Director of Utilities.

Office Assistant I/II – Under supervision performs a variety of routine to difficult clerical support to the Utilities Division which may include receptionist duties, typing, word processing, record keeping and filing. Reports to the Deputy Director of Utilities.

Associate Engineer – Performs a variety of professional civil engineering work related to the wastewater systems. Reports to the Deputy Director of Engineering.

Assistant Engineer – Performs a variety of professional civil engineering work related to the wastewater systems. Reports to the Deputy Director of Engineering.

Engineering Aide II – Performs paraprofessional engineering tasks related to technical support duties for the Utilities Division including collection system mapping. Reports to the Senior Project Manager.

Financial and Policy Analyst – Responsible for financial tracking, monitoring and reporting on the Utilities Division operations; also responsible for the financial structuring, monitoring and reporting on the Capital Improvements Program (CIP) document. Reports to the Engineering and Utilities Director.

Utilities Operations Manager – Manages the City’s wastewater utility operations providing management over the operations of the utility including regulatory compliance, supervising operations and maintenance, emergency planning and response, recommending capital improvements and utility asset management to ensure reliable sustainable wastewater systems. Provides a central customer service role for both internal and external operations and maintenance activities. Reports to the Deputy Director of Utility Services.

Wastewater Senior Utility Worker – Provides lead direction to crews in the collection system maintenance operations; performs advanced skilled wastewater collection system maintenance work including training and lead direction for lateral service connections and minor repairs to the collection system piping. Reports to the Program Maintenance Utilities Supervisor.

Program Maintenance Utility Supervisor – Data Submitter (DS) - Responsible for supervising; scheduling and coordinating the collection systems operations and personnel assigned in the repair and maintenance of wastewater facilities, performs related administrative tasks in the operation of assigned work units. Reports to the Operations Manager.

Utility Worker I –Performs a variety of semi-skilled work in the maintenance of the wastewater collection system facilities and appurtenances. Assists when responding to collection system emergencies and customer complaints. Reports to the Wastewater Senior Utility Supervisor.

Utility Worker II – Performs a variety of skilled work in the maintenance of the wastewater collection system facilities and appurtenances. Responds to collection system emergencies and customer complaints. Reports to Wastewater Senior Utility Supervisor.

Electrician – Responsible for the maintenance, troubleshooting, repairs, inspections, testing and installing all types of electrical systems including pumps and building electrical systems at the journey level. Maintains technical knowledge of the functions and the operations of the City SCADA systems for the sewer systems. Reports to the Program Maintenance Utility Supervisor.

Water Quality Technician – Responsible for assisting and advising on the development and implementation and maintenance of wastewater system quality control standards and monitoring. Prepares technical reports as directed. Reports to the Utility Systems Manager.

GIS/Land Use Data Administrator – Responsible for coordinating with and supporting the Utilities Department in implementation of all aspects of the City's geographic information system (GIS) related projects. Maintains and updates collection system mapping. Reports to the Assistant City Manager for Administrative Services.

Building Official – Manages the activities of the Building Division including code enforcement and building inspection programs including service laterals and grease related requirements. Reports to the Community Development Director.

Building Inspector II – Performs skilled inspections of residential, commercial and industrial structures, interprets and enforces applicable codes and regulations in the collection system. Reports to the Building Official.

Code Enforcement Officer – Responsible for compliance with sections of the municipal code, ordinances and resolutions in areas such as community nuisance, property maintenance and related areas. Reports to the Building Official.

Pretreatment Program Manager SCRWA – Responsible through the authority in the Joint Powers Agreement with the City of Gilroy for the education, operations, management and enforcement of the City fats, oils and grease (FOG) programs to protect the collection system from the discharge of FOG that could result in sanitary sewer overflows (SSO) and will help reduce operations and maintenance costs. Reports to City of Gilroy Administrator/SCRWA General Manager.

Deputy Director for Engineering - The Deputy Director for Engineering is a mid-management position is responsible for overseeing the engineering functions for water and wastewater utilities. The position provides leadership and management over the engineering functions of utilities including long-range planning, system reliability, capital program accountability, and construction inspection. The Deputy Director develops, monitors, and analyzes financial and quality indicators, oversees engineering operations. This requires an operational understanding of the municipal water and wastewater industry to develop and execute complex engineering projects and construction. Reports to the Engineering and Utilities Director.

Water/Wastewater Operations Utility Supervisor - Under direction of the Utility Systems Manager, supervises, schedules, and coordinates the utility operations and personnel assigned in the repair and maintenance of water and wastewater facilities; performs related administrative tasks in the operation of assigned work unit; performs other related work as required. Reports to the Operations Manager.

Senior Public Works Inspector - Under general supervision of the Public Works Inspector Supervisor, makes field inspections on a variety of public and private construction projects to ensure conformance with approved plans, specifications and departmental regulations; performs land surveys using current methods; and performs minor drafting work and other office and field work related to engineering. Reports to the Deputy Director for Engineering

Public Works Inspector - Under the direct supervision of the Senior Public Works Inspector, makes field inspections on a variety of public and private construction projects to ensure conformance with approved plans, specifications and departmental regulations; performs land surveys using current methods; and performs minor drafting

work and other office and field work related to engineering. Reports to the Senior Public Works Supervisor.

Business Assistant - Under general supervision of the Engineering & Utilities Director provides technical and support services applying policies, procedures or ordinances as they relate to departmental permit and project processes and functions; perform related work as required.

II-3. Responsibility for SSMP Implementation and Maintenance

The Deputy Director for Utility Services shall have the overall responsibility for, implementing, periodically auditing, and maintaining the City's SSMP. He/she may delegate these responsibilities to his/her staff.

Other City Staff responsible for developing, implementing, and maintaining specific elements of the City's SSMP, along with their job titles and contact information, are shown in **Table II - 1** on the next page.

Table II - 1: Responsible Officials in Utilities Chain of Communication

Element	Element Name	Responsible City Official	Phone	Email
	Introduction	Deputy Director for Utility Services	408-310-4166	Dan.repp@morganhill.ca.gov
1	Goals	Deputy Director for Utility Services	408-310-4166	Dan.repp@morganhill.ca.gov
2	Organization	Deputy Director for Utility Services	408-310-4166	Dan.repp@morganhill.ca.gov
3	Legal Authority	Deputy Director of Engineering	408-776-7332	chris.ghione@morganhill.ca.gov
4	O & M Program; Appendices IV-1 to IV-5	Utilities Operations Manager	408-310-4184	Clint.bynum@morganhill.ca.gov
5	Design and Performance	Deputy Director of Engineering/City Engineer	408-310-4640	scott.creer@morganhill.ca.gov
6	OERP	Operations Manager	408-310-4184	Clint.bynum@morganhill.ca.gov
7	Fats, Oils and Grease (FOG) Control	SCRWA Pretreatment	408-848-0480	Saeid.vaziry@ci.gilroy.ca.us
8	System Evaluation and Capacity Assurance	Deputy Director for Utility Services	408-310-4166	Dan.repp@morganhill.ca.gov
9	Monitoring, Measurement and Program	Deputy Director for Utility Services	408-310-4166	Dan.repp@morganhill.ca.gov
10	Program Audits	Deputy Director for Utility Services	408-310-4166	Dan.repp@morganhill.ca.gov
11	Communications Program	Communications and Engagement	408-310-4706	maureen.tobin@morganhill.ca.gov
App A	SSMP Council Adoption Documents	Deputy Director for Utility Services	408-310-4166	Dan.repp@morganhill.ca.gov
App B	SSMP Audit Reports	Deputy Director for Utility Services	408-310-4166	Dan.repp@morganhill.ca.gov
App C	SSMP Audit Checklist	Deputy Director for Utility Services	408-310-4166	Dan.repp@morganhill.ca.gov
App D	SSMP Change Log	Deputy Director for Utility Services	408-310-4166	Dan.repp@morganhill.ca.gov
App E	Overflow Emergency Response Plan	Deputy Director for Utility Services	408-310-4166	Dan.repp@morganhill.ca.gov
App F	Water Quality Monitoring Plan	Deputy Director for Utility Services	408-310-4166	Dan.repp@morganhill.ca.gov
App G	Listing of SSMP Activities & Deadlines	Deputy Director for Utility Services	408-310-4166	Dan.repp@morganhill.ca.gov

II-4. SSO Reporting Chain of Communication

The SSO Reporting Chain of Communications follows the Organization Chart shown above in **Figure II - 1: Morgan Hill Utilities Department Organization Chart**. The SSO Reporting process and responsibilities are described in summary in the Overflow Emergency Response Plan in Element VI and in the full OERP in Appendix E.

Element III: Legal Authority

Legal Authority: Each Enrollee must demonstrate, through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that it possesses the necessary legal authority to:

- (a) Prevent illicit discharges into its sanitary sewer system (examples may include I/I, stormwater, chemical dumping, unauthorized debris and cut roots, etc.);
- (b) Require that sewers and connections be properly designed and constructed;
- (c) Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency;
- (d) Limit the discharge of fats, oils, and grease and other debris that may cause blockages, and
- (e) Enforce any violation of its sewer ordinances.

III-1. Municipal Code

The Morgan Hill Municipal Code (MHMC) describes the City's current legal authority required for compliance with the GWDR. That authority is specifically contained within Title 13.20 of the Municipal Code and minimally in other Municipal Code Titles that are summarized in **Table III - 1** below. In addition, all FOG related authorities are included in the SCRWA Pretreatment and Sewer Use Ordinance #93-1.

Table III - 1: Summary of Legal Authorities

Requirement	Legal Authority Reference
Prevent illicit discharges into the wastewater collection system	MHMC 13.20.025 MHMC 13.20.090 SCRWA Sec 1
Limit the discharge of fats, oils, and grease and other debris that may cause blockages	MHMC 13.20.050,.060, .330 MHMC 15.20 SCRWA Sec 2
Require that sewers and connections be properly designed and constructed	MHMC 13.16.010 MHMC 13.20.355

Requirement	Legal Authority Reference
Require proper installation, testing, and inspection of new and rehabilitated sewers	MHMC 13.16.010 MHMC 13.20.355 City Design and Construction Standards
Clearly define City responsibility and policies	MHMC 13.20.070
Control infiltration and inflow (I/I) from private service laterals	MHMC 13.20.070
Requirements to install grease removal devices (such as traps or interceptors), design standards for the grease removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements	MHMC 13.20.340; 360 MHMC 15.20.020
Authority to inspect grease producing facilities	SCRWA Sec 2 SCRWA Sec 4
Enforce any violation of its sewer ordinances	MHMC 13.20.025 SCRWA Sec 1 and 3

III-2. Agreements with Satellite Agencies

The City entered into a Joint Powers Agreement (JPA) with the City of Gilroy in 1979 that formed the South County Regional Wastewater Authority (SCRWA) for the purposes of transport and treatment of sewage from the Morgan Hill and the Gilroy service areas. The treatment plant is operated by the City of Gilroy that provides both pretreatment and FOG program services to the City of Morgan Hill pursuant to the SCRWA NPDES Permit CA0049664 Section C6b. The JPA includes the construction, operation and maintenance of a seven (7) mile joint trunk sewer system that transports sewer from both Cities to the treatment facility. The City shares the operations and maintenance responsibilities for the trunk sewer according to assigned capacity ratio which is defined in the JPA and summarized in **Table III-2** on the next page. The City of Morgan Hill has 100% responsibility for the maintenance of the initial 2020 feet of the trunk sewer.

Table III-2: City of Morgan Hill and City of Gilroy Sewer Trunk Operations and Maintenance Responsibilities

Reach	Capacity Total, mgd	Morgan Hill		Gilroy	
		Capacity	O&M Responsibility, Percentage	Capacity	O&M Responsibility, Percentage
R 1-2	4	4	100	0	0
R 2-3	5.5	4	73	1.5	27
R 3-4	5.5	4	73	1.5	27
R 4-5	5.7	4	70	1.7	30
R 5-6	6.6	4	61	2.6	39
R 6-7	8.7	4	46	4.7	54
R 7-8	7.0	4	57	3.0	43
R 8-9	8.5	4	47	4.5	53
R 9-10	10.3	4	39	6.3	61
R 10-11	11.5	4	35	7.5	65
R 11-12	10.8	3.1	29	7.7	71
R 12-13	2.74	1.37	50	1.37	50

Element IV: Operations and Maintenance Program

Operation and Maintenance Program. The SSMP must include those elements listed below that are appropriate and applicable to the Enrollee's system:

- (a) Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities;
- (b) Describe routine preventive operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventative Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders;
- (c) Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and TV inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan;
- (d) Provide training on a regular basis for staff in sanitary sewer system operations and maintenance, and require contractors to be appropriately trained; and
- (e) Provide equipment and replacement part inventories, including identification of critical replacement parts.

IV 1. Collection System Mapping

The City has a Geographic Information System (GIS) that includes the information for its wastewater collection system assets including all gravity lines and manholes, lift stations, pressure pipe, siphons and other appurtenances. The GIS maps include basic asset

information of size, material, age and flow direction; specific asset identification numbers for each asset and operational elevations and GPS coordinates. The City has in the past, maintained an EXCEL database of all sewer system assets that is being migrated to a new SEDARU work flow management system. The current GIS mapping system includes the majority of the storm water pipe systems.

An Engineering Technician on an as needed basis maintains the current sewer maps. These maps are available to the field crews during the course of their work on tablet computers that are in the field vehicles. The information in the tablets are entered during the field operations and then updated to a central database at the end of each shift. The base sewer system maps are in need of further repair and conformation which will be completed as part of the migration to the new asset management and work order system SEDARU for both the sanitary sewer and the storm systems.

IV 2. Preventive Operation and Maintenance

The elements of the City's sewer system O&M program include:

- Proactive, preventive, and corrective maintenance of gravity sewers;
- Ongoing CCTV inspection program to determine the condition of the gravity sewers;
- Periodic inspection and preventive maintenance for the lift stations and force mains;
- Rehabilitation and replacement of sewers that are in poor condition; and
- Proper training for City employees and contractors to assure proper operations and maintenance of the collection system facilities.

The City's Engineering and Utilities Divisions of the Engineering and Utilities Department identified below in **Figure IV-1 Organization Chart** are responsible for the normal maintenance and operations of the sanitary sewer collection system and the proper planning and capital improvement programming of these systems.

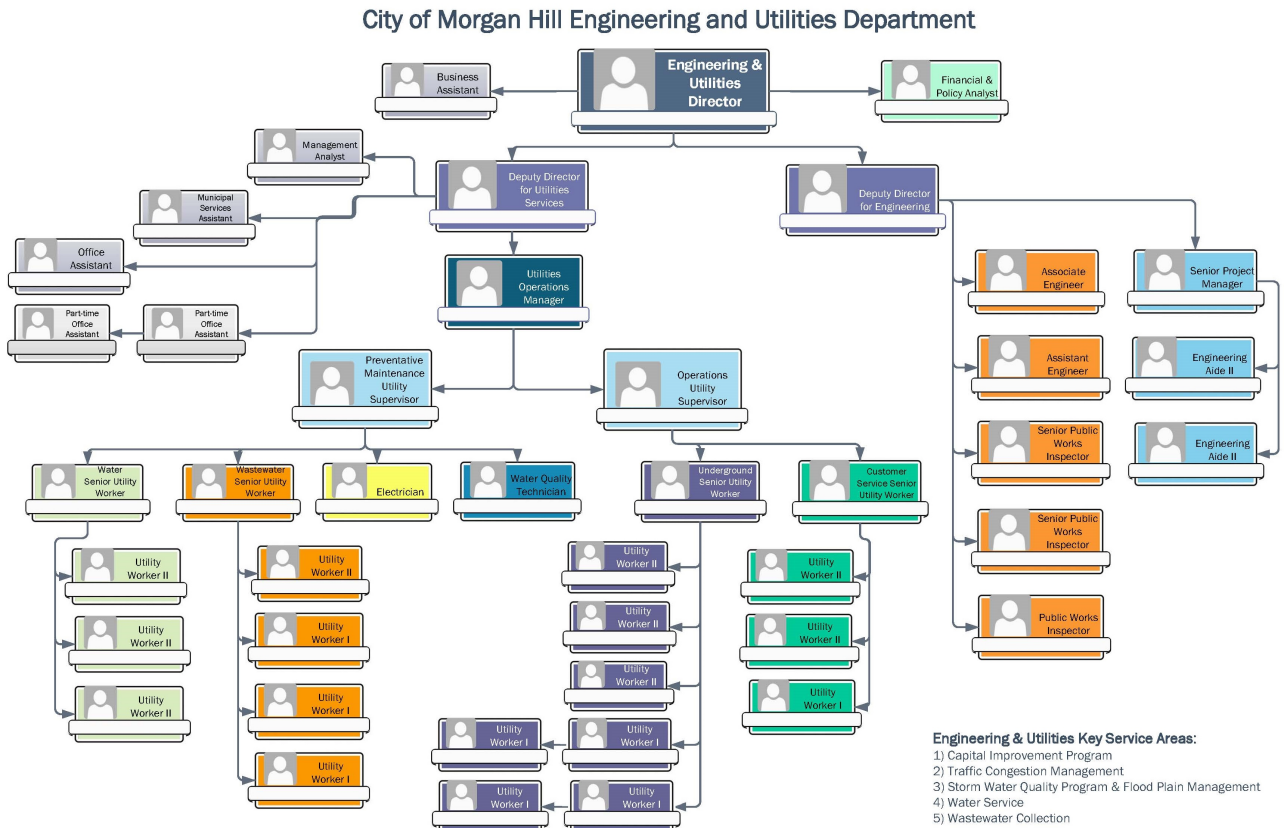


Figure IV-1 Morgan Hill Engineering and Utilities Department Organization Chart

IV-2.1. Gravity Sewer Maintenance

The City proactively flushes its entire Sanitary Sewer System at least every two and a quarter (2.25) to three (3) years, and it preventively cleans sewers with a history of problems weekly, monthly, quarterly, biannually and annually to minimize operational problems from these impacted lines. The City has developed several Policy Memorandums (SOPs) related to the collection system operations and a full list of those procedures is provided in Appendix IV-2. The City has also contracted for the preparation of City specific Standard Operating Procedures for all operations, equipment and facilities. It is anticipated that these SOPs will be in place and City staff trained in the current fiscal.

The City has broken the collection service area into separate sub-basins for zone flushing and ease of recordkeeping. These zones are labeled from A to H and the line cleaning crews move through these zones over the three (3) year cleaning frequency cycle. The City has developed a comprehensive spreadsheet schedule of regular line cleaning. It anticipates cleaning approximately 364,000 linear feet (68.87 miles) of the system in 2016/17.



Cleaning crews operate two (2) flushing units to accomplish cleaning of lines. The historical line cleaning results are shown in **Table IV - 1: Historical Regular Line Cleaning Results** on the following page. Large diameter pipes 16 inch in diameter or greater are cleaned using service contractors rather than City staff. City collection system staff maintains not only the sewer system but also many other public works infrastructure assets in the City Public Works operations.

Table IV - 1: Historical Regular Line Cleaning Results

Fiscal Year	Line Cleaning Results, linear feet	Line Cleaning Results, miles	Percent of System
2016/17 Planned	363,622	68.87	44.4%
2015/16	445,843	84.44	49
2014/15	587,687	111.3	66
2013/14	372,834	70.6	41.7
2012/13	649,943	123.10	n/a

The line cleaning crew evaluates cleaning results based upon the Standard Sewer Cleaning Results derived from the City's **Standard Measured of Observed Results** shown in **Figure IV-2** on the following page. Staff places line segments on the higher frequency schedules based upon past cleaning results, history of SSO events, history of cleaning results, video inspections and professional judgment. The current high frequency maintenance schedule estimates the needs for more frequent cleaning of 10.35 miles of full sewer system during 2016/17 totaling 228,988 linear feet or 43.4 miles of total high frequency line maintenance. Summary statistics for the high frequency lines are shown in **Table IV-2: High Frequency Lines** on the following page.

The City staff will be working to develop standard procedures for the addition and removal of lines from the high frequency program in the next two years. This will assure proper cleaning efficiencies and will assist with a better understanding of the requirements for high frequency maintenance activities and may lead to repair or pipe rehabilitations or more aggressive discharger enforcement from the dischargers of fats, oils and grease.

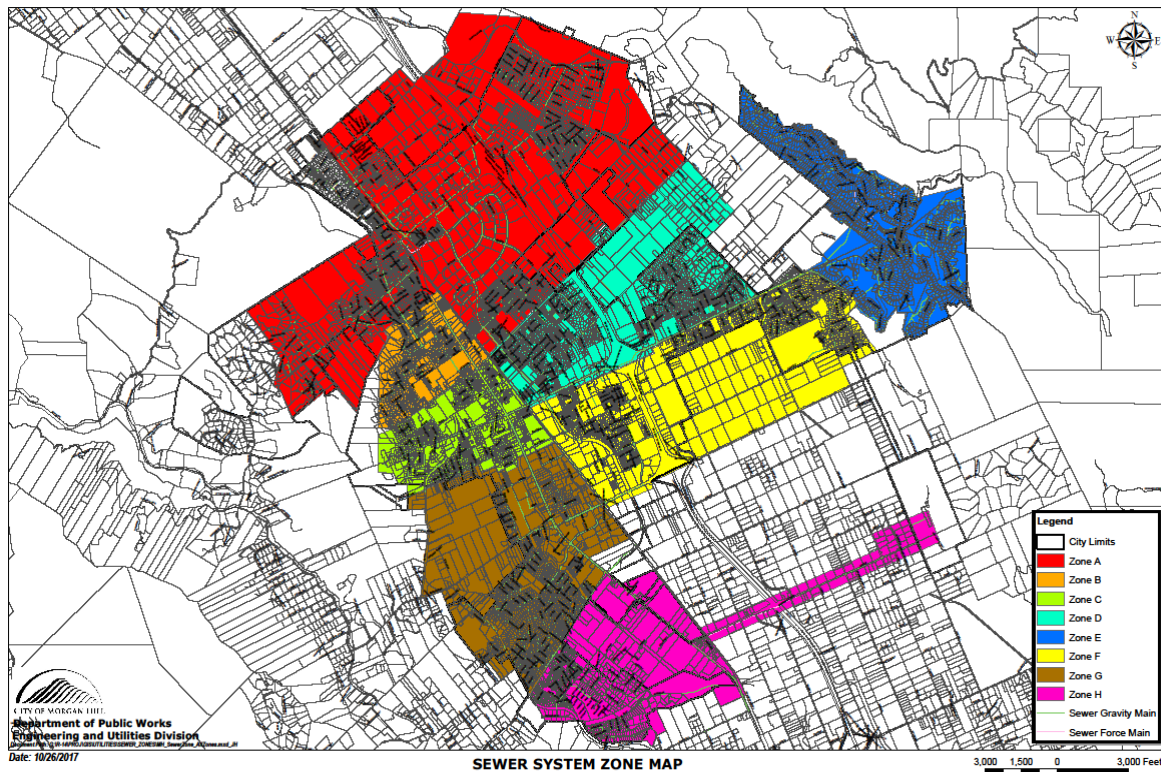
	Clear	Light	Moderate	Heavy
Debris	Code: CL • No observable debris	Code: DL • Minor amount of debris • 15 minutes or less to clean • 1 pass	Code: DM • Less than 5 gallons of debris per line segment • 15-30 minutes to clean • 2-3 passes	Code: DH • More than 5 gallons of debris per line segment • More than 30 minutes to clean • More than 4 passes • Operator concern for future stoppage
Grease	Code: CL • No observable grease	Code: GL • Minor amounts of grease • 15 minutes or less to clean • 1 pass	Code: GM • Small "chunks" • No "logs" • 15-30 minutes to clean • 2-3 passes	Code: GH • Big "chunks" or "logs" • More than 30 minutes to clean • More than 4 passes • Operator concern for future stoppage
Roots	Code: CL • No observable roots	Code: RL • Minor amounts of roots • 15 minutes or less to clean • 1 pass	Code: RM • Thin stringy roots • No "clumps" • 15-30 minutes to clean • 2-3 passes	Code: RH • Thick roots • Large "clumps" • More than 30 minutes to clean • More than 4 passes • Operator concern for future stoppage
Other: Pipe wall fragments Soil/dirt/rock	Code: CL • No observable materials	Code: OL • Specify material (if possible) • Minor amounts of material	Code: OM • Specify material • Less than 5 gallons of material per line segment	Code: OH • Specify material • More than 5 gallons of material per line segment • Operator concern for future stoppage
This table was adapted from <i>Best Practices Manual: Hydroflush Cleaning of Small Diameter Sewers</i> , California Collection System Collaborative Benchmarking Group, February 2001.				

Figure IV-2: Standard Measures of Observed Results

Table IV - 2: High Frequency Lines

Frequency	Linear Feet	Annual Cleaning, Linear Feet
Weekly	1015	52,780
Monthly	11,143	133,716
Quarterly	5,280	23,208
Semi Annual	7,415	14,830
Annual	4,454	4,454
Total, Linear Feet:	54,650	228,988
Total, Miles	10.35	43.37

Figure IV - 3: Sewer Zone Cleaning Map



IV 2.1.1. Joint Trunk Sewer Maintenance

The City shares the operations and maintenance responsibilities of the joint truck sewer with Gilroy to the SCRWA Treatment Plant according to the assigned capacity ratios defined in the JPA and stated earlier in **Table III-2**. The Morgan Hill portion of the trunk is operated and maintained per City Policy Memo O13. The City is currently designing and will be constructing a parallel sewer trunk main that will be designed and operational in the next three years. This expansion is required to accommodate growth in the Morgan Hill service area.

IV-2.1.2 Pipe Condition Assessment

While the City does not now have a comprehensive program for the condition assessment of the entire system, the City will be starting in 2018 will begin a full condition assessment of all pipes and manholes. The assessments will follow the NASSCO standard rating systems for pipes and manholes. The City will complete the full assessment by January 1, 2021. Following the full condition assessment, the City will complete a condition assessment of all pipes and manholes at least every ten (10) years.

The historical calendar year results of the City CCTV efforts are shown below:

Table IV - 3: Historical Results of Closed Circuit Television

Calendar Year	CCTV Performance linear feet	Percent of the System
2016	Equipment stolen	0.0
2015	Equipment stolen	0.0
2014	42,115	5.1
2013	70,341	8.4
2012	24,865	3.0
2011	24,865	3.0
2010	25,313	3.1
2009	32,258	3.9
Total	219,757	26.4
Average	36,626	4.4

The wastewater collection system staff maintains a list of known structural deficiencies determined from CCTV. This list is maintained in priority order from the field observations or repairs are made depending upon the nature of the deficiency. The City of Morgan Hill has 100% responsibility for the maintenance and repair of the initial 2020 feet of the trunk sewer.

IV-2.1.3. Condition Assessment-Manhole Inspection Program

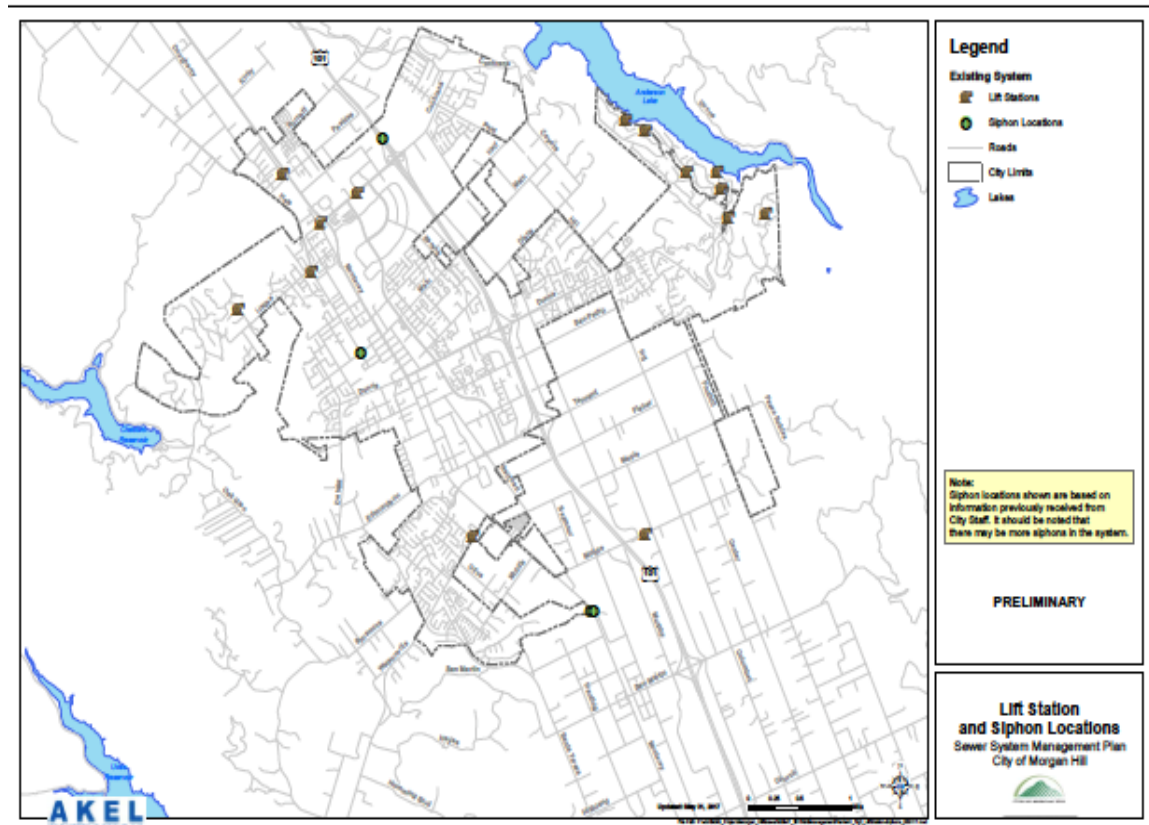
The City will be defining and implementing a formal manhole inspection program based upon the NASSCO manhole rating system as part of the regular cleaning operations. All problem conditions noticed during cleaning are reported and appropriate repairs contracted to service contractors. The City is in the process of implementing the SEDARU asset management system, which is intended to serve as the collection system

work management system for managing and planning operation and maintenance activities in the future. This is a high priority for the City and will be fully implemented by the time of the next SSMP audit.

IV-2.2. Lift Stations

The City operates and maintains 14 lift stations, as listed identified in **Figure IV - 4: Lift Station and Siphon Location Map**. The City conducts regular maintenance and operational inspections of its lift stations. Each lift station is checked twice a week and the engine generators are checked weekly. Monthly each of the engine generators are exercised for 30 minutes and the wet wells are washed down and cleaned. The lift station wet wells are pressure washed quarterly. Records of all maintenance activities are maintained in logbooks at each station and in the new SEDARU System. The wet wells are vacuumed annually, and the mechanical and electrical equipment is inspected at each station. The City conducts comprehensive lift station condition assessments of all lift stations every 3 to 5 years utilizing the checklist in **Appendix IV-1 Lift Station Condition Assessment Checklist**.

Figure IV - 4: Lift Station and Siphon Location Map



All lift stations include SCADA monitoring systems that automatically page City staff if unusual conditions or alarms are registered 24/7. The Program Maintenance Utility Supervisor is responsible for all work scheduling and documentation for lift station maintenance. In addition, he/she is to provide training to other collections system staff on the operations of each lift station so that staff is familiar with emergency response procedures at the lift stations in case of emergencies. An outside service contractor specializing in the maintenance of major high voltage electrical equipment.

The Utilities Department has developed emergency response contingency plans for each of the 14 stations along with the current revisions of the SSMP. These plans include important response information to protect the environment and the public from SSOs at any of the lift stations. These contingency plans are placed in each lift station and available at the Maintenance Center.

The contingency plans include wet well retention times, overflow containment directions and locations and directions of overflow paths from the stations. These procedures are intended to assure the maximum protection of the City's very important environmental areas. All emergency response employees will be trained and required to understand these important contingency plans. All training on these plans will be completed within one year of the adoption of the SSMP.

IV-2.3. Force Mains

The City maintains fourteen (14) separate force mains one from each lift station. Each of the 14 lift stations discharge to force mains that are identified and described in the **Table IV - 3: Lift Station Locations and Descriptions**, below. The City will be updating and completing the materials column for each of the force mains in the City asset management system prior to the next revision of the SSMP.

Table IV - 4: Force Main Locations and Descriptions shown below lists the force main asset information. Many of the force mains were installed at the time of the original construction of the associated lift station. Force main alignments will be inspected on an annual basis along with the Lift Station Inspection and documented on the Checklist. Discharge locations will be surveyed for possible damage and corrosion from the release of hydrogen sulfide when the force mains discharge to the gravity collection system.

Table IV - 4: Lift Station Locations and Descriptions

Pump Station Name	Location	Construct Date	No. Pumps	Pump GPM	Pump Manufacturer	Pump HP	Standby Generation KW
A Lift Station	17670 RACoon CT.	1995	2	329	Flygt	23	Portable
B Lift Station	17558 HOLIDAY DR.	2003	2	203	Flygt	15	40
C Lift Station	3272 QUAIL LN.	1996	2	387	Flygt	23	80
D Lift Station	17110-B SHADY LANE DR.	1998	2	116	Flygt	23	Portable
F Lift Station	17109 HOLIDAY DR.	1995	2	130	Flygt	23	Portable
G Lift Station	18615 MONTEREY RD.	2005	2	287	Flygt	10	40
H Lift Station	320 LLAGAS RD.	1995	2	120	Flygt	5	Portable
I Lift Station	19160 SAFFRON DR.	2002	2	150	Flygt	7.5	30
J Lift Station	16035 JACKSON OAKS DR.	1992	2	175	Flygt	10	Portable
K Lift Station	3300 E. DUNNE AVE.	1968	2	120	Flygt	5	Portable
M Lift Station	1162 LLAGAS RD.	2013	2	89	Flygt	5	Portable
O Lift Station	952 E. MIDDLE AVE.	2014-Panel only	2	144	Flygt	10	Portable
P Lift Station	350 COCHRANE RD.	2009	2	511	Flygt	5	Portable
W Lift Station	15505 WATSONVILLE RD.	1993	2	170	Flygt	5	Portable

Table IV - 5: Force Main Locations and Descriptions

Name of Lift Station Associated with Force Main	Force Main Asset Information			
	Year of Construction	Length (linear feet)	Size (inches)	Material Type*
A Lift Station	1995	1602'	4"	TBD
B Lift Station	2003	1650'	6"	TBD
C Lift Station	1996	544'	6"	TBD
D Lift Station	1998	896'	4"	TBD
F Lift Station	1995	2018'	4"	TBD
G Lift Station	2005	1790'	6"	TBD
H Lift Station	2015	40'	6"	TBD
I Lift Station	2002	1,350	6"	TBD
J Lift Station	1992	286'	4"	TBD
K Lift Station	1968	1315'	4"	TBD
M Lift Station	2013	936'	6"	TBD
O Lift Station	N/A	4086'	6"	TBD
P Lift Station	2009	27'	4"	TBD
W Lift Station	1993	70'	6"	TBD
Total, Linear Feet		16,610		
Total, Miles		3.15		

* City to determine material in future work task for this plan.

IV-2.4. Collection System Siphons

As described in the SSMP Introduction, the City also operates twenty-three (23) siphons throughout the collection system. The City is in the process of developing a program to address the condition and maintenance of the siphons now in the collection system. That program will include an evaluation of cleaning and condition assessment methods available in the industry, including methods for cast iron and reinforced concrete siphons longer than the limit of the cleaning equipment, i.e., approximately 750 linear feet. This program will be defined and in place prior to the next SSMP audit in 2019.

IV-2.5. Root Foaming

The City has in the past utilized chemical root control to address root control issues. However, this type of maintenance has not proven to be cost effective and has been discontinued. Consequently, areas with root control issues are aggressively maintained using root cutters and by CCTV.

IV-2.6. Private Sewer Laterals

The City has no responsibility for the installation, maintenance, operation, repair or replacement of private sewer laterals (PSL) connected to the City mains. The City may voluntarily report private sewer lateral SSOs (PLSD) as they become aware of the overflows.

IV-2.7. Rehabilitation and Replacement Program

The City's Capital Improvement Plan for the next five (5) years was developed from the CCTV inspection program that evaluated the condition of gravity sewers, and that includes PACP condition assessment of each line segment. The information gathered during the condition assessment is used to select gravity sewers for repair/rehabilitation/replacement. The City has just completed a new Sewer System Master Plan that includes a list of all known and capacity identified improvements to collection system lines, pump stations and force mains. The City has incorporated all necessary new improvements into the capital improvement program for the next several years as well as developing the associated additional funding requirements for these necessary improvements.

The projects currently identified are included in the City's Capital Improvement Program listed in Appendix IV-3. The funds that support the Capital Improvement Program come from the City's sewer service charges that are based upon regular sewer service charge rate analyses.

IV-2.8. Training

The City uses a combination of in-house classes and field exercises; on the job training; conferences, seminars, OSHA classes and other training opportunities that are provided in the northern California area. The City highly recommends its wastewater collection system employees to be certified in Collection System Maintenance by the California Water Environment Association. The certification process requires employees to demonstrate that they have participated in 12 hours of training every two (2) years in order to renew their certificates. The City provides financial incentives to its employees to become certified.

The City will conduct department training sessions for its collection system employees on both the SSMP and OERP including the City WQMP annually including volume estimation and SSO start time determinations. This training includes field exercises in the estimation of SSO volume and SSO containment.

In addition, the City conducts annual confined space entry and certification for all employees who might be required to enter confined spaces anywhere in the City. All confined space activities and training procedures are included in Policy Memorandum #O27 as listed in Appendix IV-2. This Memorandum also covers contractor confined space requirements.

The City's standard service and construction contract language requires all contractors working in the wastewater collection system to provide training for their employees on the City's Sanitary Sewer Overflow Emergency Response Plan, or demonstrate they have been trained on an equivalent emergency response plan of their own.

IV-2.9. Equipment and Replacement Parts

The list of the major equipment that the City uses in the operation and maintenance of its sewer system is included in **Appendix IV-4: Major Sewer System Equipment Inventory**.

The City has developed a Critical Replacement Parts List. It has also developed a list of Replacement Parts Inventory that is included in **Appendix IV-5: Critical Sewer System Replacement Parts Inventory**. The City keeps replacement pumps on the shelf for all the lift stations at the City Maintenance Yard.

IV-2.10. Outreach to Sewer Service Contractors Working for Us

The City requires all service contractors to be aware of emergency response requirements for sanitary sewer overflows and provides necessary reporting information for all sewer related problems and emergency response requirements.

IV-3. References

- City of Morgan Hill Sewer System Master Plan, August 2017, AKEL Engineering Group, Inc.

Element V: Design and Performance Provisions

Design and Performance Provisions:

- (a) Design and construction standards and specifications for the installation of new sanitary sewer systems, pump stations and other appurtenances; and for the rehabilitation and repair of existing sanitary sewer systems; and
- (b) Procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

V-1. Design Criteria for Installation, Rehabilitation and Repair

The City's Wastewater Collection System Design Criteria are administered by the Engineering Division of the Engineering and Utilities Department. The Design Standards and Standard Details for Construction are included in Section 3, Sanitary Sewer Design Standards. In addition, Section 3 of the Standard Details provides construction details for collection system infrastructure.

V-1.1. New Pipe and Appurtenances

The City has established standards for both new construction and renewal and replacement work associated with the collection system infrastructure. These standards include design standards for pipes, manholes, laterals, materials and placement of pipes and manholes into the City system. These standards are supported by the sewer section of the standards details. These standards are regularly reviewed and modified as new and innovative construction techniques and materials are approved for use in the City. The last major revisions to the standards and details provides all the details required on improvement plans submitted for approval by the City Engineering and Utilities Department.

Requests for modification or relief from the City standards can only be considered and ultimately approved by the Director of Engineering and Utility Services.

V-1.2. Lift Station

The City requires that all new or rehabilitated lift stations be designed by a registered engineer and approved by the Director of Engineering and Utilities Department before construction and acceptance by the City Council for maintenance.

V-1.3. Private Sewer Systems and Private Laterals

All private sewer systems and private sewer laterals are required to be designed, installed, inspected and accepted per the City Building Division and Section 3.8 of the Design Standards and Standard Details S-I and S-2.

V-2. Inspection and Testing Criteria

The City's Wastewater Collection System Inspection and Testing Criteria for pipelines are defined in Section S-I and S-II of the Standard Details. All testing must be approved by the City prior to consideration for acceptance for operation and maintenance by the City Council.

V-2.1. New and Rehabilitated Lift stations

Construction standards and acceptance provisions for new and rehabilitated lift stations are established through the design process and are part of the approval of the plans and specifications for the new or rehabilitated lift station. The City will evaluate the need for City specific lift station standards and details to be added to current City standards no later than the 2019 SSMP audit.

V-2. References

- City of Morgan Hill Design Standards & Standard Details for Construction

Element VI: Overflow Emergency Response Plan

Overflow Emergency Response Plan - Each Enrollee shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

- (a) Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;
- b) A program to ensure an appropriate response to all overflows;
- (c) Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, Regional Water Boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the MRP. All SSOs shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board WDRs or NPDES permit requirements. The SSMP should identify the officials who will receive immediate notification;
- (d) Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;
- (e) Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and
- (f) A program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge.

Sanitary Sewer Overflow Emergency Response Plan

VI-1. Purpose

The purpose of the City of Morgan Hill Emergency Response Plan (OERP) is to support an orderly and effective response to Sanitary Sewer Overflows (SSOs). The OERP provides guidelines for City personnel to follow in responding to, cleaning up, and reporting and record keeping of SSOs that may occur within the City's service area. This

OERP satisfies the SWRCB Statewide General Waste Discharge Requirements (GWDR), which require wastewater collection agencies to have an Overflow Emergency Response Plan.

VI-2. Policy

The City's employees are required to report all wastewater overflows found and to take the appropriate action to secure the wastewater overflow area, properly report to the appropriate regulatory agencies, relieve the cause of the overflow, and ensure that the affected area is cleaned as soon as possible to minimize health hazards to the public and protect the environment. The City's goal is to respond to sewer system overflows as soon as possible following notification. The City will follow reporting procedures regarding sewer spills as set forth by the San Francisco Regional Water Quality Control Board (SFRWQCB), the Central Coast Regional Water Quality Control Board (CCRWQCB), and the California State Water Resources Control Board (SWRCB).

VI-3. Goals

The City's goals with respect to responding to SSOs are:

- Work safely;
- Respond quickly to minimize the volume of the SSO;
- Eliminate the cause of the SSO;
- Prevent sewage system overflows or leaks from entering the storm drain system or receiving waters to the maximum extent practicable;
- Contain the spilled wastewater to the extent feasible;
- Minimize public contact with the spilled wastewater;
- Mitigate the impact of the SSO;
- Meet the regulatory reporting requirements;
- Evaluate the causes of failure related to certain SSOs; and
- Revise response procedures resulting from the debrief and failure analysis of certain SSOs.

VI-4. Full Overflow Emergency Response Plan

The full copy of the City of Morgan Hill Overflow Emergency Response Plan effective February 2018 can be found in Appendix D along with copies of all instructions and forms in response packets referred to below. All SSO sampling and testing shall be conducted per the City specific Water Quality Monitoring Plan (WQMP) attached in Appendix F.

VI-5. Authority

- Health & Safety Code Sections 5410-5416
- CA Water Code Section 13271
- Fish & Wildlife Code Sections 5650-5656
- State Water Resources Control Board Order No. 2006-0003-DWQ
- State Water Resources Control Board Order 2013-009-DWQ effective September 9, 2013

VI-6. References

- Morgan Hill Municipal Code Chapter 13.20 – Sewers and Industrial Waste
- Sanitary Sewer Overflow and Backup Response Field Guide, 2014, DKF Solutions Group, LLC
- Appendix A: Regulatory Notifications Packet
- Appendix B: Sanitary Sewer Overflow/Backup Response Packet
- Appendix C: Contractor Orientation
- Appendix D: Field Sampling Kit
- Appendix E: Sewer Service Request Form
- City of Morgan Hill Water Quality Monitoring Program, December 2017

Element VII: Fats, Oils, and Grease (FOG) Control Program

FOG Control Program: Each Enrollee shall evaluate its service area to determine whether a FOG control program is needed. If an Enrollee determines that a FOG program is not needed, the Enrollee must provide justification for why it is not needed. If FOG is found to be a problem, the Enrollee must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate:

- (a) An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;
- (b) A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;
- (c) The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;
- (d) Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;
- (e) Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance;
- (f) An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and
- (g) Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in (f) above.

VII-1. Nature and Extent of FOG Problem

The development of a FOG control program is a two-step process. The first step was to determine the nature and extent of the FOG problems within the City's collection system.

The second step was to select the elements of a FOG Control Program that would address the identified problems and problem areas. The City of Morgan Hill has evaluated its collection system and determined that a FOG Control Program is needed. The City must comply with the SCRWA Pretreatment and Sewer Use Ordinance #93-1 Section 2.13. SCRWA has prepared, implemented and enforced a FOG Control Program to reduce the amount of these substances discharged to the sanitary sewer since 1993. Operations and maintenance staff have noted the tendency for grease buildup in specific sewer lines in the downtown area where restaurants are located. Once a specific line is identified, the information is provided to SCRWA for investigation and/or enforcement. The City's primary FOG control contribution consists of regular and high frequency cleaning and maintenance as discussed in Element IV.

SCRWA and the City have identified and permitted 126 food service establishments (FSEs) in the City of Morgan Hill. The City and SCRWA have proactively worked to reduce the impacts of FOG on the collection system.

Table VII - 1: Historical FOG-Related SSOs below lists the total number of FOG-related mainline SSOs by fiscal year.

Fiscal Year	Number
10/11	2
11/12	3
12/13	3
13/14	4
14/15	0
15/16	0
16/17	1
Total	13

Table VII - 1: Historical FOG-Related SSOs

VII-2. Response to GWDR Requirements

Requirement (a):

An implementation plan and schedule for a public education outreach program should promote proper disposal of FOG.

Response:

The City relies on the SCRWA to provide public information and outreach for the FOG Control Program. The City enhances the effort by providing bill stuffers regarding FOG and FOG controls.

Requirement (b):

A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area.

Response:

The SCRWA has developed a list of businesses able to accept or haul FOG that is available from the Utilities Division

Requirement (c):

The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG.

Response:

The Morgan Hill Municipal Code provides the legal basis and authority (see Element 3) for the City's FOG Control Program. In addition, the SCRWA in Section 2.13 of the Sewer Use Ordinance.

Requirement (d):

Requirements to install grease removal devices (such as traps or interceptors), design standards for the grease removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements.

Response:

SCRWA Ordinance #93-1, Section 2.13 addresses requirements for grease removal devices. In addition, the City has adopted the 2016 California Plumbing Code which also provides authority for grease removal devices.

Requirement (e):

Authority to inspect grease producing facilities, enforcement authorities, and determination of whether the collection system Morgan Hill has sufficient staff to inspect and enforce the FOG ordinance.

Response:

The inspection and enforcement for FOG related problems are included in Section 5, Enforcement of the SCRWA Sewer Use Ordinance.

Requirement (f) and (g):

Requirement (f) is an identification of sewer system sections subject to FOG blockages and the establishment of a cleaning maintenance schedule for each section, and

Requirement (g) is the development and implementation of source control measures, for all sources of FOG discharged to the sewer system.

Response:

The City has identified and maintains many collection system lines on a high frequency line maintenance list. These lines have experienced grease accumulation in the past and are cleaned on varying frequencies based upon severity. The single largest area for high frequency maintenance is the downtown area with the highest concentration of restaurants. The high frequency program currently lists approximately 10.25 miles of collection system lines (6.5% of the collection system) that are cleaned on one of the following frequencies as stated in **Table IV-2 High Frequency Lines**:

- Weekly
- Monthly
- Quarterly
- Semi Annually
- Annually

Cleaning frequencies depend on the history of stoppages or overflows on a line or from results of regular cleaning results and CCTV following blockages or overflows. The City will establish a process and procedure for the additional, and removal of lines from the high frequency list no later than the next SSMP Audit.

Element VIII: System Evaluation and Capacity Assurance Plan

System Evaluation and Capacity Assurance Plan: The Enrollee shall prepare and implement a capital improvement plan (CIP) that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event. At a minimum, the plan must include:

- (a) **Evaluation:** Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events;
- (b) **Design Criteria:** Where design criteria do not exist or are deficient, undertake the evaluation identified in (a) above to establish appropriate design criteria; and
- (c) **Capacity Enhancement Measures:** The steps needed to establish a short- and long-term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding.
- (d) **Schedule:** The Enrollee shall develop a schedule of completion dates for all portions of the capital improvement program developed in (a)-(c) above. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements as described in Section D. 14.

VIII-1. System Evaluation - Collection System Master Plan

The City has completed Sewer System Master Plans (Plan) in January 2002 and the fall of 2018. The most recent Plan includes a program for capacity enhancements through the planning horizon year of 2022. The objectives of the Plan update are:

- Confirm sewer system design and planning criteria;
- Evaluate the capacity of the then existing sewer collection system;
- Summarize deficiencies and propose necessary improvements to enhance reliability;
- Recommend improvements for future growth; and
- Prepare capital improvement program through 2022.

The updated Sewer System Master Plan was prepared by AKEL Engineering Group, Inc. The Plan is intended to serve as a tool for planning and phasing the construction of future sewer system infrastructure for the projected build out of the City of Morgan Hill.² The New Plan modeled 32.6 miles of the City collection system and 11.1 miles of the joint trunk sewer shared by Morgan Hill and Gilroy. The 2017 Plan documents the following:

- Existing collection system facilities, acceptable hydraulic performance criteria, and projected wastewater flows consistent with the Urban Planning Area.
- Development and calibration of the City's GIS-based hydraulic sewer model.
- Capacity evaluation of the existing sewer system with improvements to mitigate existing deficiencies and to accommodate future growth.
- Capital improvement program (CIP) with an opinion of probable construction costs and suggestions for cost allocations to meet AB 1600. Morgan Hill-Gilroy Joint Trunk Analysis/Evaluation.³

The Plan substantially updated both the capacity needs of the collection system assets and the renewal and replacement of existing facilities. In addition, it projects updates to all sewer system planning documents every five years. The goal is to have the Plan and SSMP on the same update schedule since one informs the other. The next Plan and SSMP update is expected to be in 2022. The updated Sewer System Master Plan is incorporated into this SSMP by reference.

VIII-2. Design Criteria

The capacity-related design criteria, including base wastewater flow and peaking factors, included a hypothetical five (5) year, 24-hour design storm across the service area resulting in an increase in system I/I. Dry weather flows were estimated by applying land use coefficients against the general plan areas and then adding the results of the design flow defined here. These criteria resulted in an anticipated wet weather maximum day and peak hour flows from the City system in 2020 of 6.6 MGD and 20.0 MGD

² Sewer System Master Plan, August 2017, AKEL Engineering Group, Page ES-1

³ Sewer System Master Plan, August 2017, AKEL Engineering Group, Transmittal Letter dated August 16, 2017

respectively. Flows measured at the SCRWA in 2016 were 3.7 MGD and 7.3 MGD. Dry weather maximum day and peak hour flows at the treatment plant for the same period were 2.8 MGD and 5.4 MGD respectively.

In addition, the Plan developed and adopted design criteria for gravity sewer lines and pump stations in the City.

VIII-3. Capacity Enhancement Measures - Capital Improvement Program

The City prepares an annual five-year list of capital improvement projects that includes projects to address wastewater collection system capacity issues. Engineering Staff prioritize and select the projects to be included on the annual list. All capacity related projects identified in the Plan are contained in Five-year Renewal and Replacement Budget 2017/2018 to 201/2022 in Appendix IV-3.

The City's Capital Improvement Program Budget is included as **Appendix IV-3**.

VIII-4. Schedule

The current schedule for the City's capacity enhancement projects does not include any capacity related improvement projects in **Appendix IV-3**. However, this list will be revised, as necessary, based upon future condition assessments and maintenance results.

VIII-5. References

- City of Morgan Hill Sewer System Master Plan, Administrative Draft, August 2017, AKEL Engineering Group, Inc.
- City of Morgan Hill Sanitary Sewer Flow Monitoring and Inflow/Infiltration Study, Villalobos & Associates, May 2014
- City of Morgan Hill Sewer System Master Plan, January 2002, Carollo Engineers, Inc.
- Wet Weather Flow Monitoring and Analysis Final Report, V&A Consulting Engineers, Inc. May 2001

Element IX: Monitoring, Measurement, and Program Modifications

Monitoring, Measurement, and Program Modifications: The Enrollee shall:

- (a) Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities;
- (b) Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;
- (c) Assess the success of the preventative maintenance program;
- (d) Update program elements, as appropriate, based on monitoring or performance evaluations; and
- (e) Identify and illustrate SSO trends, including: frequency, location, and volume.

IX-1. Performance Measures

The indicators that the City will use to measure the performance of its wastewater collection system and the effectiveness of its SSMP are:

- Total number of SSOs;
- Number of SSOs for each cause (roots, grease debris, pipe failure, capacity, lift station failures, and other);
- Portion of sewage recovered compared to total volume spilled; and
- Volume of spilled sewage discharged to Waters of the State.

IX-2. Baseline Performance

The City has performance measures in place and it will evaluate its performance annually following the end of the fiscal year. The historical, or baseline, performance is shown separately for gravity mains/lift stations/force mains and lower laterals.

IX-3. Mains, Lift Stations, and Force Mains

The baseline performance and SSO trends for gravity mains, lift stations, and force mains is shown on the following page by fiscal year.

Table IX - 1: Gravity Sewer, Lift Station, and Force Main SSOs by Fiscal Year

FY	Gravity Sewer SSOs	Lift station SSOs	Force Main SSOs
2011	3	0	0
2012	5	0	0
2013	8	0	0
2014	10	0	0
2015	9	1	0
2016	6	0	0
2017	14	1	0
Total	59	2	0

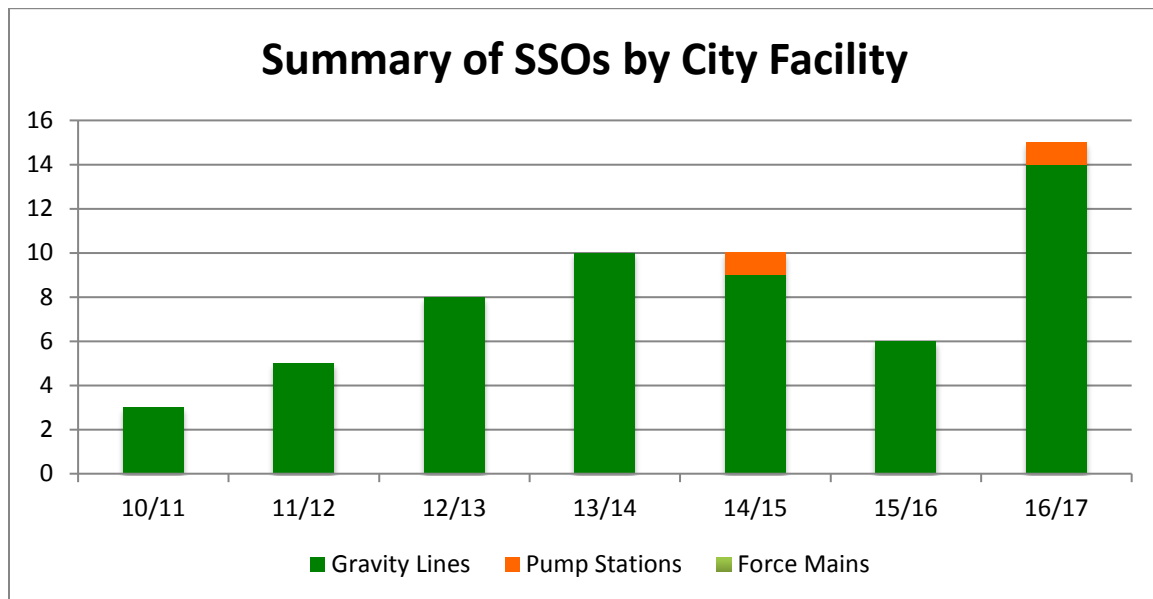
Figure IX - 1: Trend in Gravity Sewer, Lift Station, and Force Main SSOs

Figure IX - 2: Trend in all SSOs per Fiscal Year

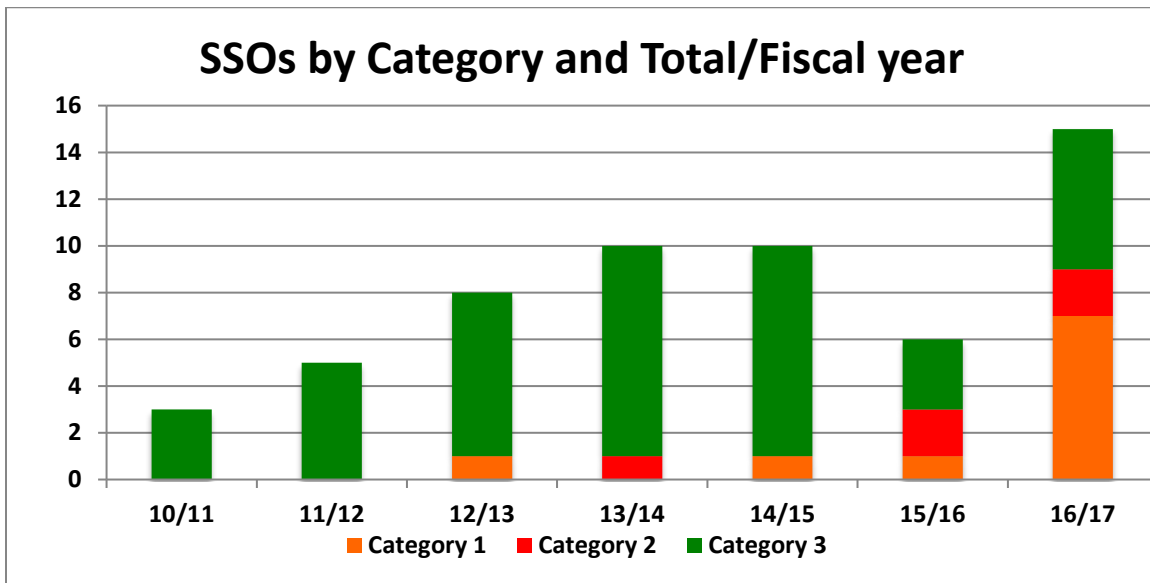


Table IX - 2: FY SSOs by Cause

FY	Roots	Debris	Grease	Capacity	Force Main	PS Failure	Other	Total
2011	1	1	0	0	0	0	1	3
2012	1	1	3	0	0	0	0	5
2013	3	2	3	0	0	0	0	8
2014	4	1	4	0	0	1	1	11
2015	7	2	0	0	1	0	1	7
2016	2	3	0	0	0	0	1	6
2017	4	1	1	8	0	0	1	15
Tota	22	11	13	8	1	1	45	61

Figure IX - 3: Trend in SSOs by Cause

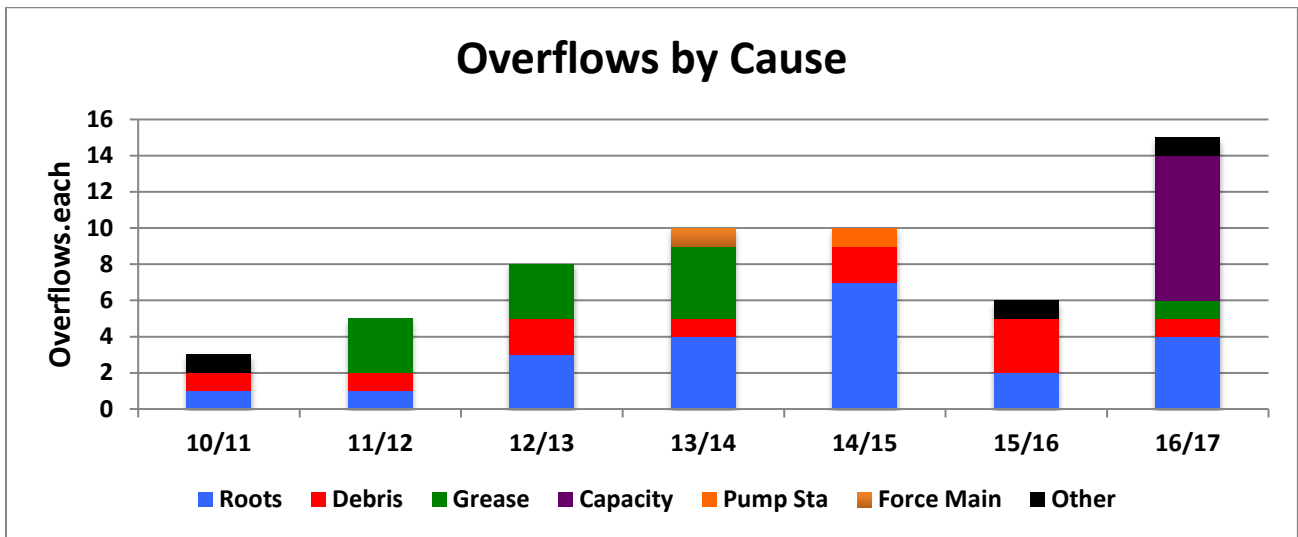


Table IX - 3: FY Spilled Volume Totals (Volume Spilled, Portion Contained, and Volume to Surface Waters)

FY	Total Volume Spilled, gallons	Portion Contained and Returned to Sewers, %	Total Volume Entering Surface Waters, gallons	Recovered, %	Reaching Waters, %
2011	245	85	0	34	0
2012	990	985	0	99	28
2013	1990	1135	810	57	40
2014	2544	1043	0	40	0
2015	1180	785	25	66	21
2016	19,270	2058	12,000	10	62
2017	376,360	46,476	341,250	12	90

Figure IX- 4 Trend in Volumes Spilled Fiscal Year

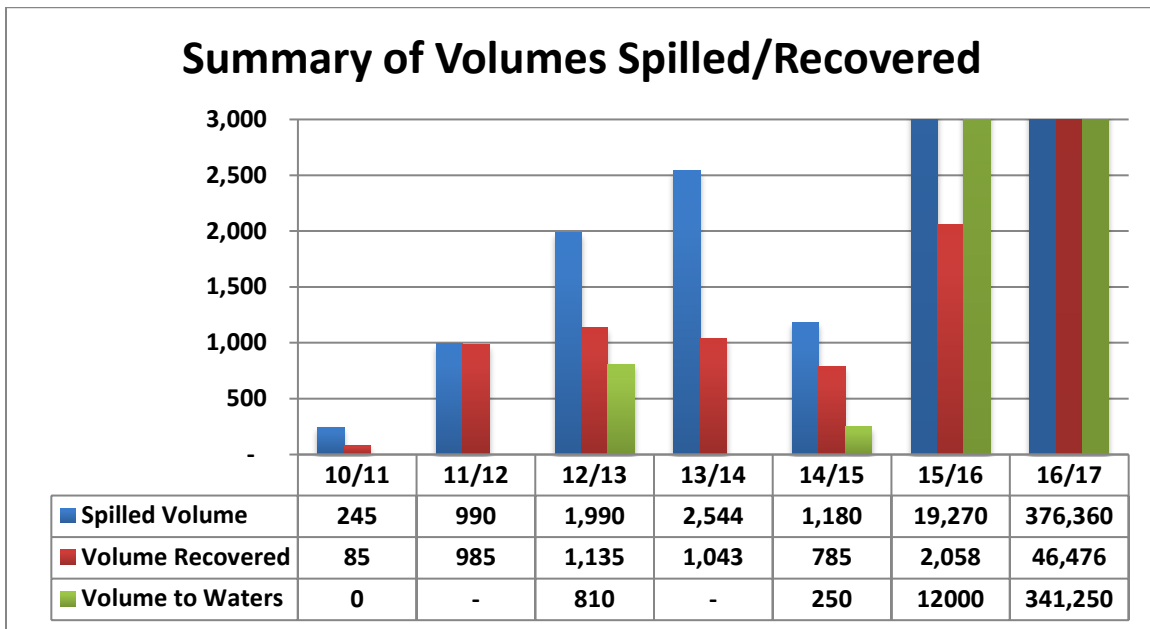


Figure IX - 5: Trend in SSOs by Size of Volume Spilled

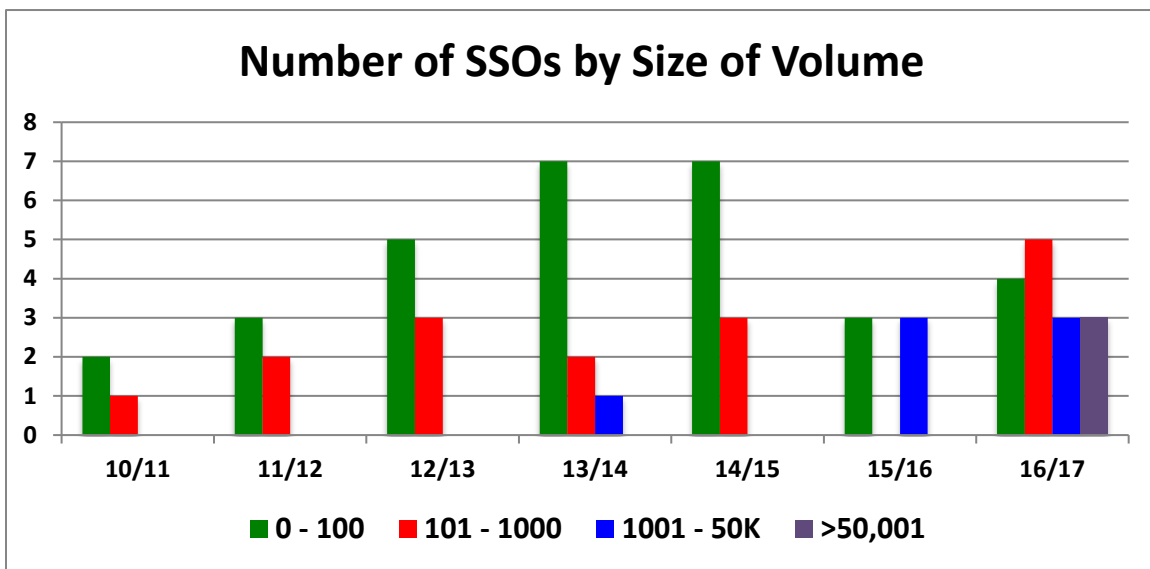


Figure IX-6: Comparison of SSO Rate per 100 Miles of Sewers

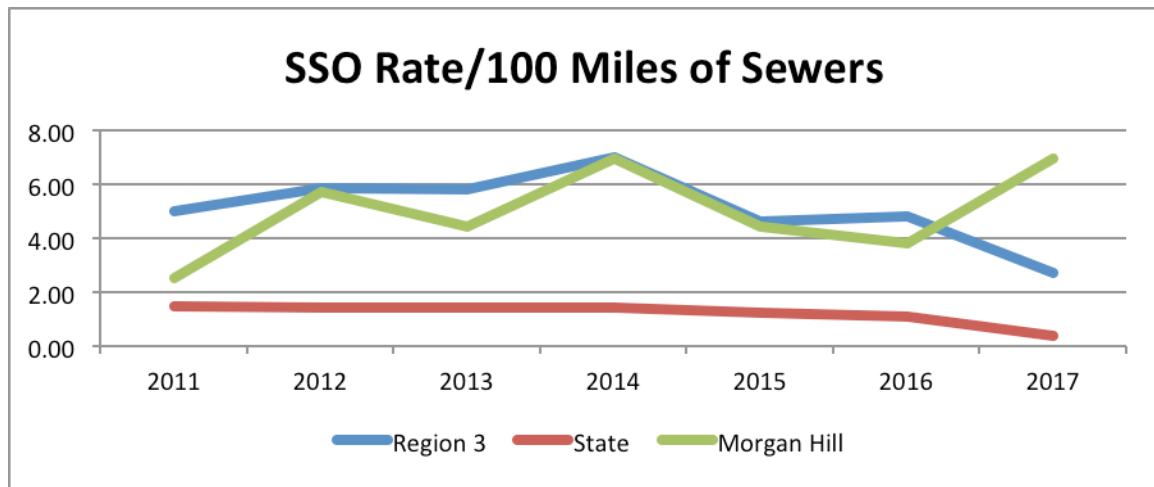
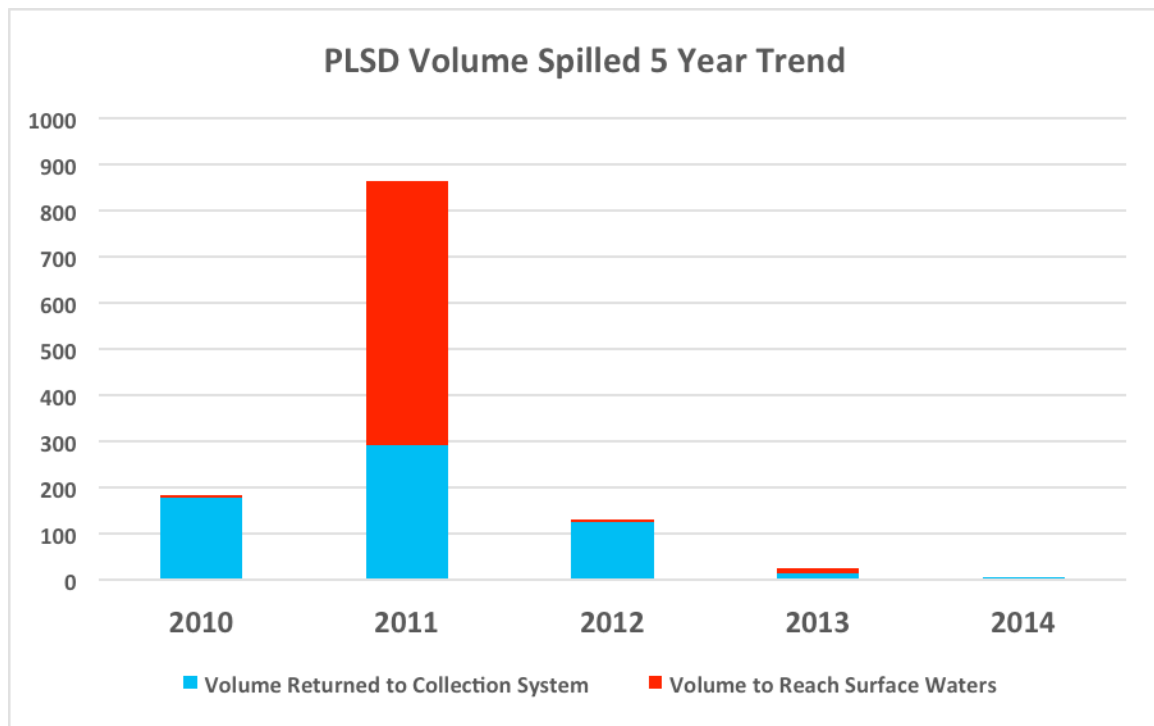


Figure IV – 7: Trend in Private Sewer Lateral Volumes Spilled



IX-4. Performance Monitoring and Program Changes

The City will evaluate the performance of its wastewater collection system at least annually using the performance measures identified in this Element. The City will update

the data and analysis at the time of the evaluation and will place the annual performance report in Appendix B of the SSMP.

The City may use other performance measures in its evaluation. The City will prioritize its actions and initiate changes to this SSMP, its operations and maintenance practices, and any related programs based on the results of the evaluation. This will be done as part of the biannual self-audit (see Element X).

IX-5. References

The data used in this section were taken from the references:

- City collection system records
- CIWQS SSO data as of October 19, 2017

Element X: SSMP Program Audits

SSMP Program Audits - As part of the SSMP, the Enrollee shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the Enrollee's compliance with the SSMP requirements identified in this subsection (D.13), including identification of any deficiencies in the SSMP and steps to correct them.

X-1. Audits

The City will audit its implementation and compliance with the provisions of this SSMP every two years as required by the WDR. The next audit will be conducted and completed no later than October 2019 and every two years from then on. Thereafter City SSMP Audits will be filed in Appendix B. The audit will be conducted by a team consisting of City Staff selected from the Utilities and Engineering Department, Engineering Division and Utilities Division personnel. The audit team may also include members from other areas of the City, outside agencies, or contractors. During the SSMP audit, the City will conduct a record keeping audit of its SSO files to assure that the files are complete, contain all required records as stated in the MRP and that the files contain no extraneous or conflicting records or information.

The Sewer System Management Plan Audit Report Form (Appendix C) is used to guide the audit process and includes the GWDR requirements for each SSMP element. The results of the audit, including the identification of any deficiencies and the steps taken or planned to correct them will be included in a separate certified Audit Report. Upon completion of the audit report and certification by the LRO, the City will place a copy of the final Audit Report and Checklist in Appendix B, Sewer System Annual Audit Reports of this SSMP. Modifications and changes to the SSMP identified during the audit will be tracked in Appendix D, SSMP Change Log.

The audit can contain information about successes in implementing the most recent version of the SSMP and identify revisions that may be needed for a more effective program. Information collected can be used in preparing the audit. Tables and figures or charts can be used to summarize information about performance indicators. An explanation of the SSMP development, and accomplishments in improving the sewer system, should be included in the audit report, including:

- How Morgan Hill implemented the sewer system SSMP elements in the past year;
- The effectiveness of implementing each SSMP element;

- A description of the additions and improvements made to the sanitary sewer collection system in the past reporting year; and
- A description of the additions and improvements planned for the upcoming reporting year with an estimated schedule for implementation.

X-2. SSMP Updates

The City will recertify its SSMP at least every five years from original City Council adoption date of July 22, 2009 and approval or when substantial changes are made in the SSMP. The City will determine the need to update its SSMP more frequently based on the results of the audits and the performance of its wastewater collection system using information from the Monitoring and Measuring Program Element IX. In the event the City decides that an update is warranted, the process to complete the update will be identified. The City will complete the update and take the revisions to the City Council within one year of identifying the need for the update.

Element XI: Communication Program

Communication Program – The Enrollee shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the Enrollee as the program is developed and implemented.

The Enrollee shall also create a plan of communication with systems that are tributary and/or satellite to the Enrollee's sanitary sewer system.

XI-1. Communication during SSMP Development and Implementation

The City, at least annually, communicates with the City Council at public meetings that allow for input from the public regarding the implementation and results of the collection system operations. The City's Deputy Director for Utilities is responsible to coordinate all communications activities and for all materials on the City Utilities webpage including the posting of the Council adopted SSMP and all cited references. He/she is also responsible to assure that communications at the SCRWA complements the City communications programs.

Information provided upon request to interested parties includes: a copy of completed sections of the SSMP, brochures and materials regarding collection system operations and maintenance and contact information and/or opportunities for input into the development and implementation of the collection system operations.

The Deputy Director of Utilities will annually provide the City Council, at a regularly scheduled meeting, collection system performance report that will included in the minutes of that public meeting and placed on the City website. The performance information will include the performance measures listed in Section 9: Monitoring, Measurement, and Program Modifications and will be compiled following the end of the fiscal year in an annual collection system performance report.

XI-2. Communication with Regional and Joint Wastewater Collection Systems

The City regularly communicates with the City of Gilroy and the SCRWA on matters affecting the operations and maintenance of the trunk sewer, FOG issues and wastewater treatment issues. These issues are also raised during regular SCRWA Board meetings conducted monthly. All meetings between the parties will be documented with a meeting agenda and meeting notes following each event.

Appendices

Appendix IV-1: Lift Station and Force Main Assessment Checklist

Inspection Information	
Inspection date	
Inspection participants	
Facility name	
Facility address	
Comments	

Background Information (Prior 12 Months)	
SSOs	
Equipment failures	
Alarm history (attach copy)	
Major maintenance activities (attach list if applicable)	
Pending work orders (attach copies)	
Operating problems (attach copy of operating log)	
Comments	

Security Features	
Fence and gate	
External lighting	
Visibility from street	

Doors and locks	
Intrusion alarm(s)	
Signs with emergency contact information	
Other security features	
Comments	

Safety Features and Equipment	
Signage (confined space, automatic equipment, hearing protection, etc.)	
Fall protection	
Emergency communication	
Equipment hand guards	
Hand rails and kickboards	
Platforms and grating	
Tag out and lock out equipment	
Hearing protection	
Eye wash	
Chemical storage	
Comments	

External Appearance	
Fence	

Landscaping	
Building	
Control panels	
Other external features	
Comments	

Building/Structure	
Lift Station building	
Control room	
Dry well	
Wet well	
Other structures	
Comments	

Instrumentation and Controls (including SCADA Facilities)	
Control panel	
Run time meters	
Flow meter	
Wet well level	
Alarms	
SCADA HMI/PLC	
Other instrumentation and controls	
Comments	

Electrical and Switch Gear	
Power drop	
Transformers	
Transfer switches	
Emergency generator and generator connection	
Starters	
Variable frequency drives	
Electrical cabinets	
Conduit and wireways	
Other electrical	
Comments	

Motors	
Lubrication	
Insulation	
Operating current	
Vibration and alignment	
Other	
Comments	

Pumps	
Lubrication	

Vibration and alignment	
Seals	
Indicated flow and discharge pressure	
Shutoff head	
Corrosion and leakage evidence	
Drive shaft	
Other	
Comments	

Valves and Piping	
Valve operation	
Valve condition	
Pipe condition	
Pipe support	
Other	
Comments	

Other	
Lighting	
Ventilation	
Support systems (air, water, etc.)	
Signage	

Employee facilities	
Sump pump	
Overhead crane	
Portable pump connections	
Portable pumps	
Comments	

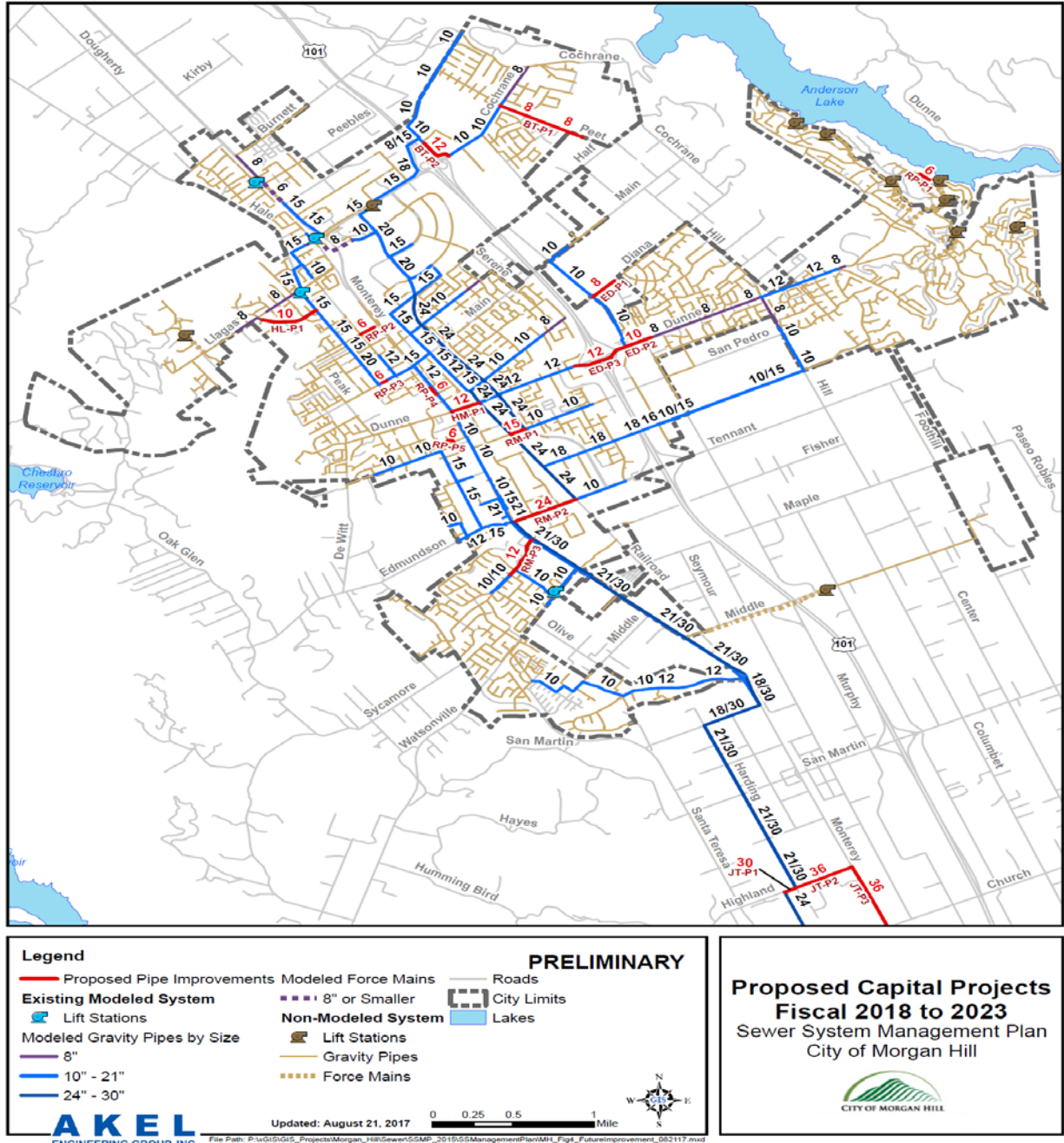
Appendix IV-2: City Policy Memorandums (Standard Operating Procedures)

<u>Policy Memo Number</u>	<u>Title</u>	<u>Date</u>
004	Construction Safety, Trenching and Shoring	3/8/17
005	Vactor/Contractor Operating and Disposal Procedures for Sewage and Excavation Discharges	6/4/13
012	Use of City Equipment/Material Yard Access	10/12/96
013	Inspection of Sewer Trunk Main/Manholes	12/31/14
014	Bloodborne Pathogen Exposure Control Policy	2/8/17
015	Vehicle Maintenance Inspection Policy	6/4/15
019	Work Area Traffic Control	6/1/16
020	Trench Restoration and Compaction	4/14/15
023	Sewer Video Camera	2/2/16
027	Confined Space 2013	5/1/13
029	Class A License 2013	6/11/13
032	Lockout/Tagout policy	2/23/16
	Vac-Con SOP	1/24/14
	Vactor SOP	1/24/14

Appendix IV-3: Capital Improvement Program Budget in \$1000's

Sewer System 5-year CIP

CIP ID	Name/Description	Improvement Schedule						Total
		FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	
		(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
Collection System Improvements								
RP-P1	Holiday Dr to Oak Ln	105,704	0	0	0	0	0	105,704
RP-P2	Wright Ave - Garden Ave to Del Monte Ave	145,343	0	0	0	0	0	145,343
RP-P3	Main Ave near Hale	46,245	0	0	0	0	0	46,245
RP-P4	Monterey Rd - 3rd to 4th Street	92,491	0	0	0	0	0	92,491
RP-P5	Pipe in ROW E. of Manor to Monterey	52,852	0	0	0	0	0	52,852
RM-P3	LaCrosse between LaMer to Monterey	571,762	0	0	0	0	0	571,762
HL-P1	Llajas Creek Dr - Engle Spings to Hale Ave	0	0	608,998	0	0	0	608,998
ED-P2	Duane - Murphy to Condit	0	0	0	0	296,691	0	296,691
BT-P2	Along NB Hwy 101 North of Cochrane	0	0	0	0	403,596	0	403,596
302T17 (HM-P1& RM-P2)	E. Dunn & Tennant Ave	312,307	1,912,741	0	0	0	0	2,225,048
302M15 (JT-P1)	Highland and Harding Ave	0	338,391	0	0	0	0	338,391
308A08	New Truckline to Treatment Plant	0	27,823,301	0	0	0	0	27,823,301
Repair and Replacement								
Group 1	See Group 1 Map	0	4,100,964	0	0	0	0	4,100,964
Group 2	See Group 2 Map	0	0	1,973,438	0	0	0	1,973,438
Group 3	See Group 3 Map	0	0	613,559	0	0	0	613,559
Group 4	See Group 4 Map	0	0	0	1,533,317	0	0	1,533,317
Group 5	See Group 5 Map	0	0	0	627,615	0	0	627,615
Group 6	See Group 6 Map	0	0	0	1,009,566	0	0	1,009,566
Group 7	See Group 7 Map	0	0	0	0	3,015,794	0	3,015,794
Group 8	See Group 8 Map	0	0	0	0	0	1,103,695	1,103,695
Group 9	See Group 9 Map	0	0	0	0	0	602,771	602,771
302U17	2017 I&I Project	782,921	0	0	0	0	0	782,921
302N15	Trouble Spot Evaluation and Repair	0	1,000,000	0	0	0	0	1,000,000
304_15	Lift Station Repair and Refurbish	750,000	250,000	0	0	0	0	1,000,000
Utility Planning Projects								
	Sewer System Master Plan Updates	0	0	0	0	0	200,000	200,000
	Sewer System Management Plan Updates	0	0	0	0	0	100,000	100,000
	Lift Station Condition Assessment	0	0	80,000	0	0	0	80,000
	Holiday Lakes Gravity Line Feasibility Study	0	60,000	0	0	0	0	60,000
	I&I and Cross Connection Elimination Study	75,000	75,000	75,000	75,000	0	0	300,000
	Sewer Rate Study Updates	0	0	0	0	0	100,000	100,000
Settlement Assessment and Repairs								
	Estimated Assessment and Repairs	1,326,270	1,126,270	1,226,270	2,426,270	2,426,270	2,426,270	10,957,620
SCRWA Projects								
303093	Sewer Plant Expansion (SCRWA)	560,000	420,000	420,000	10,500,000	8,400,000	8,400,000	28,700,000
303A11	Sewer Plant Maintenance/ Improvements	4,500,000	2,600,000	830,000	750,000	750,000	0	9,430,000
	Totals	\$9,320,895	\$39,706,667	\$5,827,265	\$16,921,768	\$15,292,351	\$12,932,736	\$100,001,682



Appendix IV-4: Major Sewer System Equipment Inventory

Equipment Number	Quantity	Major Equipment Type	Year Purchased	Location
#S09166	1	Combination Flusher / Jetter Truck	2009	Corp Yard
#S15112	1	Flusher / Jetter only Truck	2015	Corp Yard
#S15116	1	4X4 Flatbed Utility Truck	2016	Corp Yard
#S07152	1	Utility Body Lift/pump Station Maintenance Truck	2007	Corp Yard
#S07158	1	4X4 Pick Up Truck	2007	Corp Yard
#S07331	1	4X4 Utility Vehicle Off Road only	2007	Corp Yard
#S14009	1	Portable Emergency Generator 60 KW	2009	Bus Yard
#S15010	1	Portable Emergency Generator 60 KW	2015	Bus Yard
N/A	1	Portable Easement Flusher	2002	Bus Yard
#W97335	1	6" Trash Pump for pump around	N/A	Bus Yard
	4	3127 Flygt Spare Sewer Station Pump		Corp Yard
	5	3102 Flygt Spare Sewer Station Pump		Corp Yard
	2	3153 Flygt Spare Sewer Station Pump		Corp Yard
	1	315227 Flygt Spare Sewer Station Pump		Corp Yard

* Equipment Inventory as of 6/20/17

Appendix IV-5: Critical Sewer System Replacement Parts Inventory

Contingency Equipment and Replacement Inventories			
Qty	Part No.	Description	Location
4	G/J	3127 Flygt Spare Sewer Station Pump	Bus Yard
5	H/K/W/P/M	3102 Flygt Spare Sewer Station Pump	Bus Yard
2	A/C/D/F/B	3153 Flygt Spare Sewer Station Pump	Bus Yard
1	A/C/D/F	3152 Flygt Spare Sewer Station Pump	Bus Yard
1	O	3126 Flygt Spare Sewer Station Pump	Bus Yard
1	I	3127 Flygt Spare Sewer Station Pump	Bus Yard
2	14 407 129	MINI-CAS 120V	Truck 08155
3	298 62 00	SHIMS	Truck 07152
3	298 62 01	SHIMS	Truck 07152
3	298 62 02	SHIMS	Truck 07152
0	303 50 00	LIFTING HANDLE S.S.	
0	303 60 00	IMPELLER PULLER 435	
4	306 00 02	GROMET FOR HANDLE	Truck 07152
0	309 09 00	IMPELLER 433 WHITE 6"	
0	338 13 00	WASHER IMPELLER	
0	379 29 00	IMPELLER 467 N/A	
0	384 63 00	WEAR RING, STATIONARY BRASS	
0	385 46 00	IMPELLER 461	
2	385 66 01	INSPECTION SCREW TOOL	Truck 07152
4	385 67 00	INSPECTION SCREW STATOR	Truck 07152
0	398 88 04	IMPELLER 638	
0	398 92 00	WEAR RING, STATIONARY BRASS	
0	398 92 02	WEAR RING, STATIONARY BRASS	
0	408 51 10	VOLUTE SH	
	427 04 00	WASHER IMPELLER	Truck 07152
4	428 22 05	INSPECTION SCREW OIL	Truck 07152
0	438 93 00	IMPELLER 435 NEVER-CLOG	
0	438 99 00	IMPELLER 433 NEVER-CLOG	
0	439 12 00	IMPELLER 481 REPLACES 467	
0	439 14 00	IMPELLER 483 REPLACES 461	
1	441 43 00	LIFTING CHAIN GRIP	Truck 07152
0	461 80 00	IMPELLER 434	Bus Yard
0	465 14 00	VOLUTE HT	
0	465 14 0	I Lift Station pump 1 Volute	
0	465 14 22	I Lift Station pump 2 Volute	
0	477 11 00	LIFTING HANDLE S.S.	
4	493 39 04	IMPELLER 267	Bus Yard
0	493 39 05	IMPELLER 268	
2	582 88 31	FLOAT 65FT.	PM Bay
4	642 13 00	INSPECTION SCREW	Truck 07152
0	642 32 50	IMPELLER 455 N-TYPE	
0	642 32 71	IMPELLER 457	
3	678 47 22	IMPELLER 462 N-TYPE	Bus Yard
4	678 47 32	IMPELLER 463 N-TYPE	Bus Yard
2	678 47 42	IMPELLER 464 N-TYPE	Bus Yard
4	678 49 63	IMPELLER 489 N-TYPE	Bus Yard

0	642 32 71	IMPELLER 457	
3	678 47 22	IMPELLER 462 N-TYPE	Bus Yard
4	678 47 32	IMPELLER 463 N-TYPE	Bus Yard
2	678 47 42	IMPELLER 464 N-TYPE	Bus Yard
4	678 49 63	IMPELLER 489 N-TYPE	Bus Yard
	680 34 00	INSERT RING REPLACES 664 75 00	
	680 36 00	INSERT RING N-TYPE REPLACES 606 70 00, 691 65 00, 692 17 00	
	682 49 00	INSERT RING	
1	685 15 27	IMPELLER 273 N-TYPE	Bus Yard
0	695 03 06	VOLUTE MT REPLACES 303 24 00	Bus Yard
4	700 76 32	IMPELLER N-463 - HARD CHROME	Bus Yard
	702 85 00	INSERT RING	
2	704 17 18	IMPELLER N-438 - HARD CHROME	Bus Yard
	705 80 00	INSERT RING - HARD CHROME	
	707 46 00	INSERT RING - HARD CHROME	
	716 41 06	IMPELLER 438 N-TYPE REPLACES 678 48 18	
4	80 95 30	STUD FOR VOLUTE	Truck 07152
4	80 95 37	STUD FOR VOLUTE	Truck 07152
0	81 41 55	SCREW HANDLE	
0	81 41 58	SCREW VOLUTE GUIDE 18MM	
0	82 00 34	M8 X 25 ALLEN SCREW	
0	82 00 74	Allen Screw	
0	82 00 69	ALLEN SCREW TOP	
	82 00 71	ALLEN SCREW VOLUTE 12MM	
	82 13 90	ALLEN SCREW IMPELLER 8mm	
	82 23 59	NUT FOR VOLUTE 19MM	
	82 48 93	SPRING WASHER STATOR S.S.	
	82 50 65	SEALING WASHER NYLON	
	82 69 42	PROTECTIVE PLUG STATOR	
	82 70 34	INSPECTION SCREW OIL 24MM	
20	82 73 90	O-RING OIL	Truck 07152
	82 73 93	O-RING STATOR INSP. SCREW	
	82 74 79	O-RING ENTRANCE COVER	
	82 74 95	O-RING VOLUTE & TOP 3152	
	82 74 97	O-RING (for stator) 239 5X7 7-NBR	
0	82 74 98	O-RING VOLUTE	
0	82 75 01	O-RING VOLUTE	
0	82 75 03	O-RING VOLUTE	
0	82 75 09	O-RING VOLUTE	
20	82 76 85	O-RING COOLANT & STATOR	Truck 07152

	82 77 30	O-RING OIL	
	83 04 56	HEX SOCKET HEAD SCREW	
4	83 08 06	SINKING BALL - 4"	Truck 07152
0	84 13 63	IMPELLER PULLER 267-268	
0	84 42 34	ALLEN SCREW IMPELLER	
0	84 90 94	SEAL RING JOINT VOLUTE FLANGE	
1	94 21 06	MOTOR CABLE SUBC 10AWG/3-2-1GC	Bus Yard
1	94 21 09	MOTOR CABLE SUBC 6AWG/3-2-1GC	Bus Yard
1		1/4" STAINLESS CHAIN	Bus Yard
0	82 74 63	O- Ring 49.5X3 NBR	
0	82 40 82	PLAIN WASHER (20)-32MM	
0	84 18 02	SEAL SLEEVE (20) -23MM	
0	597 98 02	RING	

Last Inventory Date: 1/31/2018

Appendix A: Sewer System Management Plan Adoption Documents

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MORGAN HILL APPROVING THE SANITARY SEWER
MANAGEMENT PLAN AS REQUIRED BY THE STATE WATER
RESOURCES CONTROL BOARD ORDER NO. 2006-003-
STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS
FOR SANITARY SEWER SYSTEMS**

WHEREAS, on May 2, 2006, the State Water Resources Control Board Order No. 2006-0003- Statewide General Waste Discharge Requirements (WDR) for Sanitary Sewer Systems was adopted and implemented; and

WHEREAS, the purpose of the WDR is to develop a regulatory mechanism to provide a consistent statewide approach for reducing sanitary sewer overflows; and

WHEREAS, the WDR requires preparation of a Sanitary Sewer Management Plan (SSMP) with 11 separate elements and Certification once completed; and

WHEREAS, the SSMP is a requirement for WDR compliance and must be prepared and approved by August 1, 2009; now

THEREFORE, BE IT RESOLVED by the City Council of the City of Morgan Hill to approve the SSMP as required by the State Water Resources Control Board Order No. 2006-0003-Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 22nd day of July, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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 City Council Meeting of July 22, 2009.

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

DATE: _____

IRMA TORREZ, City Clerk

Appendix B: Sewer System Management Audit Reports

Appendix C: Sewer System Management Audit Checklist

SSMP Audit Checklist

The purpose of the SSMP Audit is to evaluate the effectiveness of the City of Morgan Hill's SSMP and to identify any needed for improvement.			
Directions: Please check YES or NO for each question. If NO is answered for any question, describe the updates/changes needed and the timeline to complete those changes.			
		YES	NO
ELEMENT I - GOALS			
A.	Are the goals stated in the SSMP still appropriate and accurate?	☐	☐
Discussion:			
ELEMENT II - ORGANIZATION			
A.	Is the List of City Staff Responsible for SSMP current?	☐	☐
B.	Is the Sanitary Sewer Overflow Responder List current?	☐	☐
C.	Is Figure II-1 of the SSMP, the City Organization Chart, current?	☐	☐
D.	Are the position descriptions an accurate portrayal of staff responsibilities?	☐	☐
E.	Is Table II-2 in the Chain of Communication for Reporting and Responding to SSOs section accurate and up-to-date?	☐	☐
Discussion:			
ELEMENT III – LEGAL AUTHORITY			
Does the SSMP contain current references to the City of Morgan Hill's Municipal Code documenting the City's legal authority to:			
A.	Prevent illicit discharges?	☐	☐
B.	Require proper design and construction of sewers and connections?	☐	☐
C.	Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the City?	☐	☐
D.	Limit discharges of fats, oils and grease?	☐	☐
E.	Enforce any violation of its sewer ordinances?	☐	☐
F.	Were any changes or modifications made to City Sewer Ordinances, Regulations or standards since the last audit?	☐	☐

G.	Were any changes to the SCRWA JPA made since the last SSMP Audit?	☐	☐
Discussion:			

ELEMENT IV – OPERATIONS AND MAINTENANCE			
Collection System Maps			
A.	Does the SSMP reference the current process and procedures for maintaining the City’s wastewater collection system maps?	☐	☐
B.	Are the City’s wastewater collection system maps complete, current and sufficiently detailed?	☐	☐
C.	Are storm drainage facilities identified on the collection system maps? If not, are SSO responders able to determine locations of storm drainage inlets and pipes for possible discharge to waters of the state?	☐ ☐	☐ ☐
Prioritized Preventive Maintenance			
D.	Does the SSMP describe current preventive maintenance activities and the system for prioritizing the cleaning of sewers?	☐	☐
E.	Based upon information in the Annual SSO Report, are the City’s preventive maintenance activities sufficient and effective in minimizing SSOs and blockages?	☐	☐
Scheduled Inspections and Condition Assessments			
F.	Is there an ongoing condition assessment program sufficient to develop a capital improvement plan addressing the proper management and protection of infrastructure assets? Are the current components of this program documented in the SSMP?	☐ ☐	☐ ☐
Contingency Equipment and Replacement Inventory			
G.	Does the SSMP list the major equipment currently used in the operation and maintenance of the collection system and documents the procedures of inventory management?	☐	☐
H.	Are contingency and replacement parts sufficient to respond to emergencies and properly conduct regular maintenance?	☐	☐
Training			

I.	Does the SSMP document current training expectations and programs?	☐	☐
Outreach to Plumbers and Building Contractors			
J.	Does the SSMP document currently outreach efforts to plumbers and building contractors?	☐	☐
Discussion:			
ELEMENT V- DESIGN AND PERFORMANCE STANDARDS			
A.	Does the SSMP reference current design and construction standards for the installation for new sanitary sewer systems, lift stations and other appurtenances and for the rehabilitation and repair of existing sanitary sewer systems?	☐	☐
B.	Does the SSMP document current procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and the rehabilitation and repair of existing sewer lines?	☐	☐
Discussion:			

ELEMENT VI – OVERFLOW AND EMERGENCY RESPONSE PLAN			
A.	Does the City’s Sanitary Sewer Overflow Emergency Response Plan establish procedures for the emergency response, notification, and reporting of SSOs?	☐	☐
B.	Is City staff and contractor personnel appropriately trained on the procedures of the Sanitary Sewer Overflow Emergency Response Plan?	☐	☐
C.	Considering SSO performance data, is the Sanitary Sewer Overflow Emergency Response Plan effective in handling SSOs in order to safeguard public health and the environment?	☐	☐
D.	Are all SSO and claims reporting forms current or do they require revisions or additions?	☐	☐
E.	Does all SSO event recordkeeping meet the SSS GWDR requirements?	☐	☐
	Are all SSO event files complete and certified in the CIWQS system?	☐	☐

F.	Is all information in the CIWQS system current and correct? Have periodic reviews of the data been made during the year to assure compliance with SSS GWDR? Have all Technical Report and Water Quality Sampling requirements been met and uploaded to the CIWQS data management system?	☐ ☐ ☐	☐ ☐ ☐
G.	Was required training on SSMP and OERP completed and documented? Were field exercises with field staff on SSO volume estimation conducted and documented?	☐ ☐	☐ ☐
H.	Did all public improvement plans and specifications that could impact collection system operations include requirements for OERP training or were contractor OERP programs at least as stringent as the City OERP? Were regular items included in project meeting agendas to discuss emergency response procedures and communications?	☐ ☐	☐ ☐
Discussion:			
ELEMENT VII – FATS, OILS AND GREASE (FOG) CONTROL PROGRAM			
A.	Does the FOG Control Program include efforts to educate the public on proper handling and disposal of FOG?	☐	☐
B.	Does the FOG Control Program identify sections of the collection system subject to FOG blockages, establish a cleaning schedule and address source control measures to minimize these blockages?	☐	☐
C.	Are requirements for grease removal devices, best management practices (BMP), record keeping, and reporting established in the City's FOG Control Program?	☐	☐
D.	Does the City have sufficient legal authority to implement and enforce the FOG Control Program?	☐	☐
E.	Is the current FOG program effective in minimizing blockages of sewer lines resulting from discharges of FOG to the system	☐	☐

Discussion:			
ELEMENT VIII- SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN			
A.	Does the Sanitary Sewer Master Plan evaluate hydraulic deficiencies in the system, establish sufficient design criteria and recommend both short and long-term capacity enhancement and improvement projects?	☐	☐
B.	Does the City's Capital Improvement Plan (CIP) establish a schedule of approximate completion dates for both short and long-term capacity improvements and is the schedule reviewed and updated to reflect current budgetary capabilities and activity accomplishment?	☐	☐
Discussion:			

ELEMENT IX- MONITORING, MEASUREMENT, AND PROGRAM MODIFICATIONS			
A.	Does the SSMP accurately portray the methods of tracking and reporting selected performance indicators?	☐	☐
B.	Is the City able to sufficiently evaluate the effectiveness of the SSMP elements based on relevant information?	☐	☐
Discussion:			
ELEMENT X – SSMP AUDITS			
A.	Will the SSMP Audit be completed, reviewed and filed in Appendix B?	☐	☐
Discussion:			

ELEMENT XI – COMMUNICATION PROGRAM			
A.	Does the City effectively communicate with the public and other agencies about the implementation of the SSMP and continue to address any feedback?	☐	☐
B.	Did the City Council receive and review the Annual Sewer System Report?	☐	☐
	Was the annual report uploaded to the City Sewer Section website?	☐	☐
Discussion:			
Change Log			
A.	Is the SSMP Change Log (Appendix D), current and up to date?	☐	☐
Discussion:			
Audit Team: _____ Date: _____ Prepared By: _____ Date: _____ Certified By: _____ Date: _____			

Appendix D: Sewer System Management Plan Change Log

Log of SSMP Changes

Date	SSMP Element #	Description of Change/Revision Made	Person Authorizing Change
2/18	General	Added new reference sections to the end of each element	
2/18	General	Added collection system infrastructure information, historical performance results and graphs of monitored results.	
2/18	General		
2/18	Cover Page	Revised the cover page to add adoption dates and WDID	
2/18	Introduction	Added new introduction and expanded information to include tables and graphs of the sanitary sewer system assets.	
2/18	Definitions, Acronyms, etc.	Added an expanded list of definitions and acronyms.	
2/18	References	Added list of regulatory references to Intro.	
2/18	I-1	Revised and expanded the City goals	
2/18	II-1	Revised and added a new organizational chart	
2/18	II-2	Expanded the list of positions description, LRO designations and reporting relationships; revised several classification titles.	
2/18	Table II-1	Added and expanded for new appendices responsibilities.	
2/18	III-1	Added table of Legal Authorities for both City and SCRWA.	
2/18	III-2	New section added describing relationship with SCRWA.	
2/18	IV-1	Updated the mapping system and the work flow management system description; added revised organizational chart.	

2/18	VI/App E	Entirely rewritten and full copy added to Appendix E.	
2/18	App F	New Water Quality Monitoring Plan prepared, and full document added to new appendix.	
2/18	VI-2	Added information regarding dual reporting responsibilities to the RWQCB.	
2/18	El VII	Completely rewritten and description of FSEs added along with historical FOG related SSOs.	
2/18	El VIII	Completely rewritten to reflect 2017 Sewer Master Plan results and capital projects.	
2/18	IX-3	Add historical Tables and Graphs of performance and SSO trends	
2/18	X-1	Updated for timing of audits; added an audit reporting form;	
2/18	X-2	Updated schedule for full SSMP revisions.	
2/18	XI-2	Added new section regarding communications with SCRWA and joint trunk sewer responsibilities.	
2/18	App IV-1	Added new Lift Station and Force Main Assessment Checklist	
2/18	App IV-2	Revised list and moved to appendix.	
2/18	App IV-3	Revised CIP from 2017 Sewer Master Plan including map of proposed projects.	
2/18	App IV-4	Updated Major Equipment listing to June 2017	
2/18	App IV-5	Updates Replacement Parts Listing	
2/18	App A	Inserted SSMP adoption resolution from July 22, 2009.	
2/18	App B	Added new SSMP Audit Report section for placement of future final certified SSMP Audit Reports	
2/18	App C	Added new SSMP Audit Checklist	
2/18	App D	Added and updated SSMP Change Log for current revisions.	

2/18	App E	Full copy of the Morgan Hill Overflow Emergency Response Plan.	
2/18	App F	New City Water Quality Monitoring Plan.	
2/18	App G	Added list of all SSMP activities and deadlines listed in the current version of the SSMP.	
2/18			
2/18			
2/18			

Appendix E: Overflow Emergency Response Plan (OERP)

City of Morgan Hill

Overflow Emergency Response Plan



Effective Date: _____

Revised Date: _____

Approved by: _____

Signature: _____

Prepared by David Patzer, DKF Solutions Group

(707) 373-9709 dpatzer@dkfsolutions.com

City of Morgan Hill: Overflow Emergency Response Plan

Table of Contents**Sanitary Sewer Overflow Emergency Response Plan**

(ref. SWRCB Order No. 2006-0003-DWQ Element VI)

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7. SSO Response Procedures
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10. Sewer Backup Into/Onto Private Property Claims Handling Policy
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13. Failure Analysis Investigation
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Appendix B: Sanitary Sewer Overflow/Backup Response Packet

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Sanitary Sewer Overflow Emergency Response Plan

(ref. SWRCB Order No. 2006-0003-DWQ Element VI)

1. Purpose

The purpose of the City of Morgan Hill Emergency Response Plan (OERP) is to support an orderly and effective response to Sanitary Sewer Overflows (SSOs). The OERP provides guidelines for City personnel to follow in responding to, cleaning up, and reporting SSOs that may occur within the City's service area. This OERP satisfies the SWRCB Statewide General Waste Discharge Requirements (GWDR), which require wastewater collection agencies to have an Overflow Emergency Response Plan.

2. Policy

The City's employees are required to report all wastewater overflows found and to take the appropriate action to secure the wastewater overflow area, properly report to the appropriate regulatory agencies, relieve the cause of the overflow, and ensure that the affected area is cleaned as soon as possible to minimize health hazards to the public and protect the environment. The City's goal is to respond to sewer system overflows as soon as possible following notification. The City will follow reporting procedures in regards to sewer spills as set forth by the San Francisco Regional Water Quality Control Board (SFRWQCB), the Central Coast Regional Water Quality Control Board (CCRWQCB), and the California State Water Resources Control Board (SWRCB).

3. Definitions As Used In This OERP

BUILDING DRAIN – The building drain is that part of the lowest wastewater piping which receives the discharge from drain pipes inside the walls of a building or structure and conveys it to the private lateral (generally connecting within 2' of the building wall).

BUILDING SEWER – Private Sewer Facilities that convey wastewater from the premises of a Customer to the Public Sewer System.

BUILDING WASTEWATER PIPELINES – The building wastewater pipelines are those black or grey water pipes installed within the walls of a building or structure that connect to the building drain. Building wastewater pipelines may include interior sump systems, grease traps or other appurtenances.

CALIFORNIA INTEGRATED WATER QUALITY SYSTEM (CIWQS): Refers to the State Water Resources Control Board online electronic reporting system that is used to report SSOs, certify completion of the SSMP, and provide information on the sanitary sewer system.

CLEANOUT – A pipe rising from the side sewer to the ground surface with a removable cap or plug. It is used to access the side sewer to free blockages.

FOG – Fats, Oils, and Grease: FOG refers to fats, oils, and grease typically associated with food preparation and cooking activities that can cause blockages in the sanitary sewer system.

LATERAL SEWER: The portion of a side sewer beginning at the property line cleanout, and terminating in the main sewer.

LEGALLY RESPONSIBLE OFFICIAL (LRO): Refers to an individual who has the authority to certify reports and other actions that are submitted through CIWQS.

MAIN SEWER: Sewer pipelines located in street, highways, public ways, or private rights of way which are used to serve the general public.

MAINTENANCE HOLE OR MANHOLE: Refers to an engineered structure that is intended to provide access to a sanitary sewer for maintenance and inspection.

NOTIFICATION OF AN SSO: Refers to the time at which the City becomes aware of an SSO event through observation or notification by the public or other source.

NUISANCE - California Water Code section 13050, subdivision (m), defines nuisance as anything that meets all of the following requirements:

- a. Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
- b. Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
- c. Occurs during, or as a result of, the treatment or disposal of wastes.

PREVENTATIVE MAINTENANCE: Refers to maintenance activities intended to prevent failures of the wastewater collection system facilities (e.g. cleaning, CCTV, inspection).

PRIVATE LATERAL(S) – The sewer pipeline from the plumbing of a building to a collection line, including portions that extend across public rights-of-way and the saddle, wye or other physical connection to the collection line. Private sewer laterals are privately owned and maintained.

PRIVATE LATERAL SEWAGE DISCHARGES – Sewage discharges that are caused by blockages or other problems within a privately owned lateral. Spills from private property are not reported to the regulatory agency.

PRIVATE SEWER FACILITIES – Sewer facilities that are privately constructed and not dedicated and accepted as a Public Sewer Facility by the City. Private Sewer Facilities generally include sewer facilities within a privately owned building, private collection systems, private sewer laterals, private pump stations, grease interceptors, and all other facilities located between the sewer customer and the connection to the collection line, including the integral wye fitting that connects the lateral to a collection line. Sewer facilities intended for dedication to the City are Private Sewer Facilities until such time as they are accepted by the City.

PROPERTY LINE CLEANOUT – A cleanout installed at or near the property line.

PUBLIC SEWER – A public sewer is the sewer collection system owned by the City lying within limits of public streets, roads, easements, reserves, non-exclusive easements or other public rights of way and downstream of the wye or cleanout on a Private lateral nearest to a sewer main. The location of a Private lateral within any public street or right of way does not convert it to a public sewer owned by the City unless the City has taken an affirmative action to accept ownership. Public sewer facilities owned and maintained by the City, including facilities designed and constructed by the City and facilities that have been dedicated and accepted by the City. Private Sewer Facilities constructed for dedication to the City do not become public sewers until they have been accepted by the City.

PUBLIC SEWER FACILITIES OR PUBLIC SEWER SYSTEM – Sewer facilities owned and maintained by the City, including facilities designed and constructed by the City and facilities that have been dedicated and accepted by the City. Private Sewer Facilities constructed for dedication to the City do not become Public Sewer Facilities until they have been accepted by the City.

ROOTS - Tree root invasion presents an additional problem. If a mat of root hair forms in the sewer line it slows the flow of wastewater and exacerbates the rate of accumulation of FOG materials.

SANITARY SEWER BACKUP (BACKUP) - Wastewater backups into buildings and on private property that are caused by blockages or flow conditions within the publicly owned portion of a sanitary sewer system.

SANITARY SEWER OVERFLOW (SSO) - Any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system. SSOs include:

- (i) Overflows or releases of untreated or partially treated wastewater that reach waters of the United States;
- (ii) Overflows or releases of untreated or partially treated wastewater that do not reach waters of the United States; and
- (iii) Wastewater backups into buildings and on private property that are caused by blockages or flow conditions within the publicly owned portion of a sanitary sewer system.

SSOs that include multiple appearance points resulting from a single cause will be considered one SSO for documentation and reporting purposes in CIWQS.

NOTE: *Wastewater backups into buildings caused by a blockage or other malfunction of a building lateral that is privately owned are not SSOs.*

SSO Categories:

Category 1: Discharge of untreated or partially treated wastewater of any volume resulting from a sanitary sewer system failure or flow condition that either:

- Reaches surface water and/or drainage channel tributary to a surface water; or
- Reached a Municipal Separate Storm Sewer System (MS4) and was not fully captured and returned to the sanitary sewer system or otherwise captured and disposed of properly.

Category 2: Discharge of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from a sanitary sewer system failure or flow condition that either:

- Does not reach surface water, a drainage channel, or an MS4, or
- The entire SSO discharged to the storm drain system was fully recovered and disposed of properly.

Category 3: All other discharges of untreated or partially treated wastewater resulting from a sanitary sewer system failure or flow condition.

SANITARY SEWER SYSTEM: Any publicly-owned system of pipes, pump stations, sewer lines, or other conveyances, upstream of a wastewater treatment plant headworks used to collect and convey wastewater to

the publicly owned treatment facility. Temporary storage and conveyance facilities (such as vaults, temporary piping, construction trenches, wet wells, impoundments, tanks, etc.) are considered to be part of the sanitary sewer system, and discharges into these temporary storage facilities are not considered to be SSOs.

SENSITIVE AREA: Refers to areas where an SSO could result in a fish kill or pose an imminent or substantial danger to human health (e.g. parks, aquatic habitats, etc.)

SIDE SEWER: The part of the sewer system beginning at the foundation wall of any building and terminating in the sewer main.

UNTREATED OR PARTIALLY TREATED WASTEWATER: Any volume of waste discharged from the sanitary sewer system upstream of a wastewater treatment plant headworks.

WATERS OF THE STATE: Waters of the State (or waters of the United States) means any surface water, including saline waters, within the boundaries of California. In case of a sewage spill, storm drains are considered to be waters of the State unless the sewage is completely contained and returned to the wastewater collection system and that portion of the storm drain is cleaned.

4. State Regulatory Requirements for Element 6, Overflow Emergency Response Plan

General Waste Discharge Requirement (GWDR)

The collection system agency shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

- (a) Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;
- (b) A program to ensure appropriate response to all overflows;
- (c) Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, regional water boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the Monitoring and Reporting Program (MRP). All SSOs shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board Waste Discharge Requirements or National Pollutant Discharge Elimination System (NPDES) permit requirements. The Sewer System Management Plan should identify the officials who will receive immediate notification;
- (d) Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;
- (e) Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and
- (f) A program to ensure that all reasonable steps are taken to contain untreated wastewater and prevent discharge of untreated wastewater to Waters of the United States and minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge.

The Sewer System Management Plan and critical supporting documents are available to the public on the City's website: www.morgan-hill.ca.gov.

5. Goals

The City's goals with respect to responding to SSOs are:

- Work safely;
- Respond quickly to minimize the volume of the SSO;
- Eliminate the cause of the SSO;
- Prevent sewage system overflows or leaks from entering the storm drain system or receiving waters to the maximum extent practicable;
- Contain the spilled wastewater to the extent feasible;
- Minimize public contact with the spilled wastewater;
- Mitigate the impact of the SSO;
- Meet the regulatory reporting requirements;
- Evaluate the causes of failure related to certain SSOs; and
- Revise response procedures resulting from the debrief and failure analysis of certain SSOs.

6. SSO Detection and Notification

ref. SWRCB Order No. 2006-0003-DWQ VI(a)

The processes that are employed to notify the City of the occurrence of an SSO include: observation by the public, receipt of an alarm, or observation by City staff during the normal course of their work.

6.1 PUBLIC OBSERVATION

Public observation is the most common way that the City is notified of blockages and spills. Contact numbers and information for reporting sewer spills and backups are in the phone book and on the City's website: www.morgan-hill.ca.gov. The City's telephone number for reporting sewer problems is (408) 776-7333 during business hours and (408) 779-2101 (Police Dispatch) after hours and on weekends.

Normal Work Hours

When a report of a sewer spill or backup is made during normal work hours, Public Works Administrative staff receives the call, takes the information from the caller, enters the caller's name, address and nature of the complaint on the Public Works Service Request form (Appendix E), and relays the information to the Senior Utility Worker. The Senior Utility Worker will respond to the call and determine the need to call out a Wastewater Crew. The Senior Utility Worker develops a work order describing the call and response actions. The paper work order is generated and forwarded to the Operations Manager for review. The work order is then entered into the City's database.

After Hours

When a report of a sewer spill or backup is made after work hours or on a weekend, Police Dispatch will take the call and contact the Call Out Employee on the current call out list. Dispatch will continue

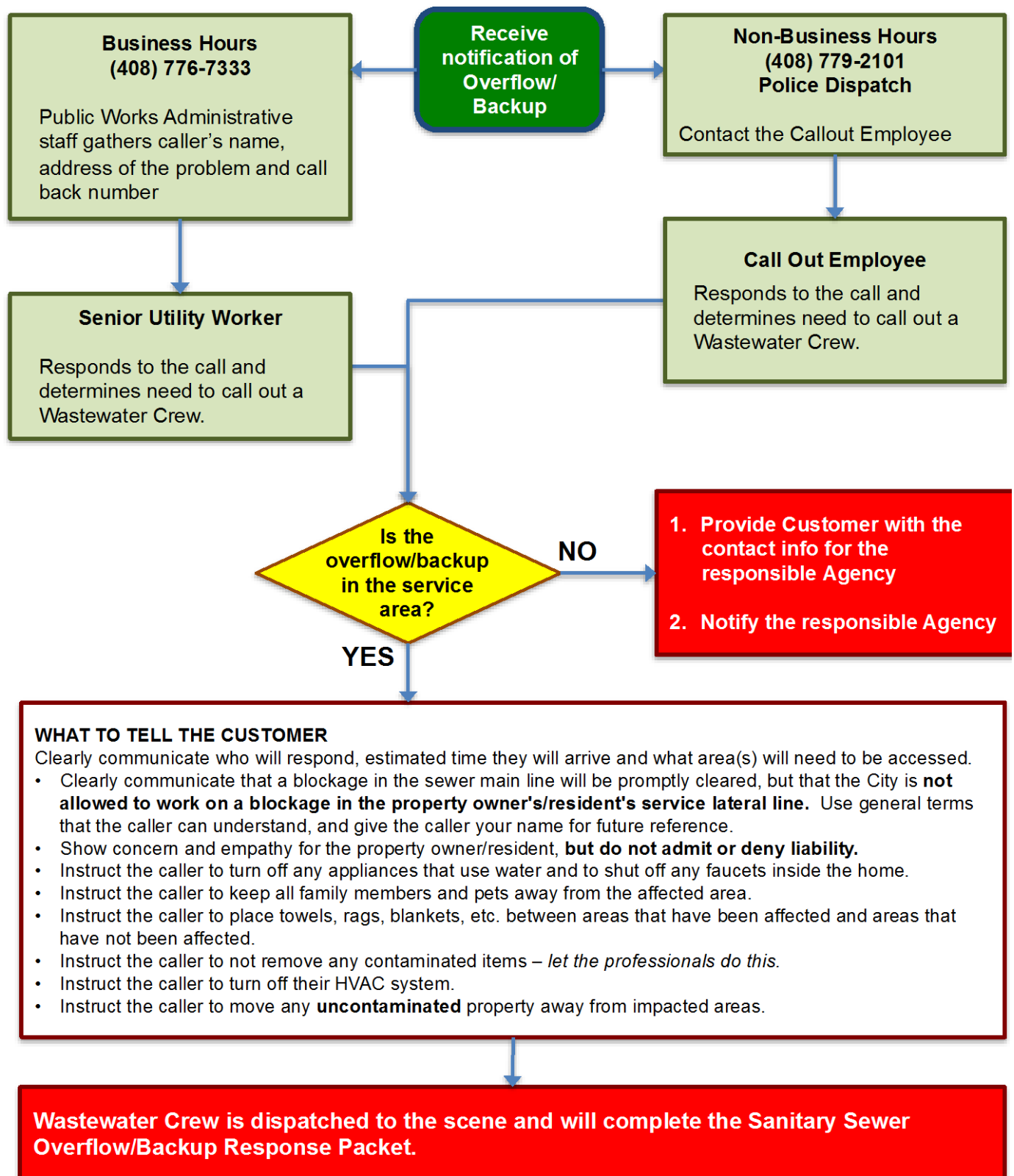
calling persons on the list until a person is reached. The Callout employee will complete the Public Works Service Request form describing the call, date, time, nature of complaint, and response actions, if any. The following working day the Call Out employee will forward the form to their supervisor for review and then to the Operations Manager for review.

When calls are received, either during normal work hours or after hours, the individual receiving the call will collect the following information:

- Time and date of call
- Specific location of potential problem
- Nature of call
- In case of SSO, estimated start time of overflow
- Caller's name and telephone number
- Caller's observation (e.g., odor, duration, location on property, known impacts, indication if surface water impacted, appearance at cleanout or manhole)
- Other relevant information

Figure 6.1 is an overview of the procedure for receiving a sewage overflow or backup report (see *next page*):

Fig. 6.1 Overview of Receiving a Sewage Overflow or Backup Report Procedure



6.2 CITY STAFF OBSERVATION

City staff conducts periodic inspections of its sewer system facilities as part of their routine activities. Any problems noted with the sewer system facilities are reported to appropriate City staff that, in turn, responds to emergency situations. Work orders are issued to correct non-emergency conditions.

6.3 CONTRACTOR OBSERVATION

The following procedures are to be followed in the event that a contractor causes or witnesses a Sanitary Sewer Overflow. If the contractor causes or witnesses an SSO they should:

1. Immediately notify the City by calling (408) 776-7333 during business hours or (408) 779-2101 after hours.
2. Protect storm drains.
3. Protect the public.
4. Provide information to the Wastewater Crew such as start time, appearance point(s), suspected cause, weather conditions, etc.
5. Direct ALL media and public relations requests to the Public Information Officer at (408) 310-4706 (office) or (408) 406-4076 (cell).

Appendix C includes a handout for Contractors with a flowchart of the above procedures.

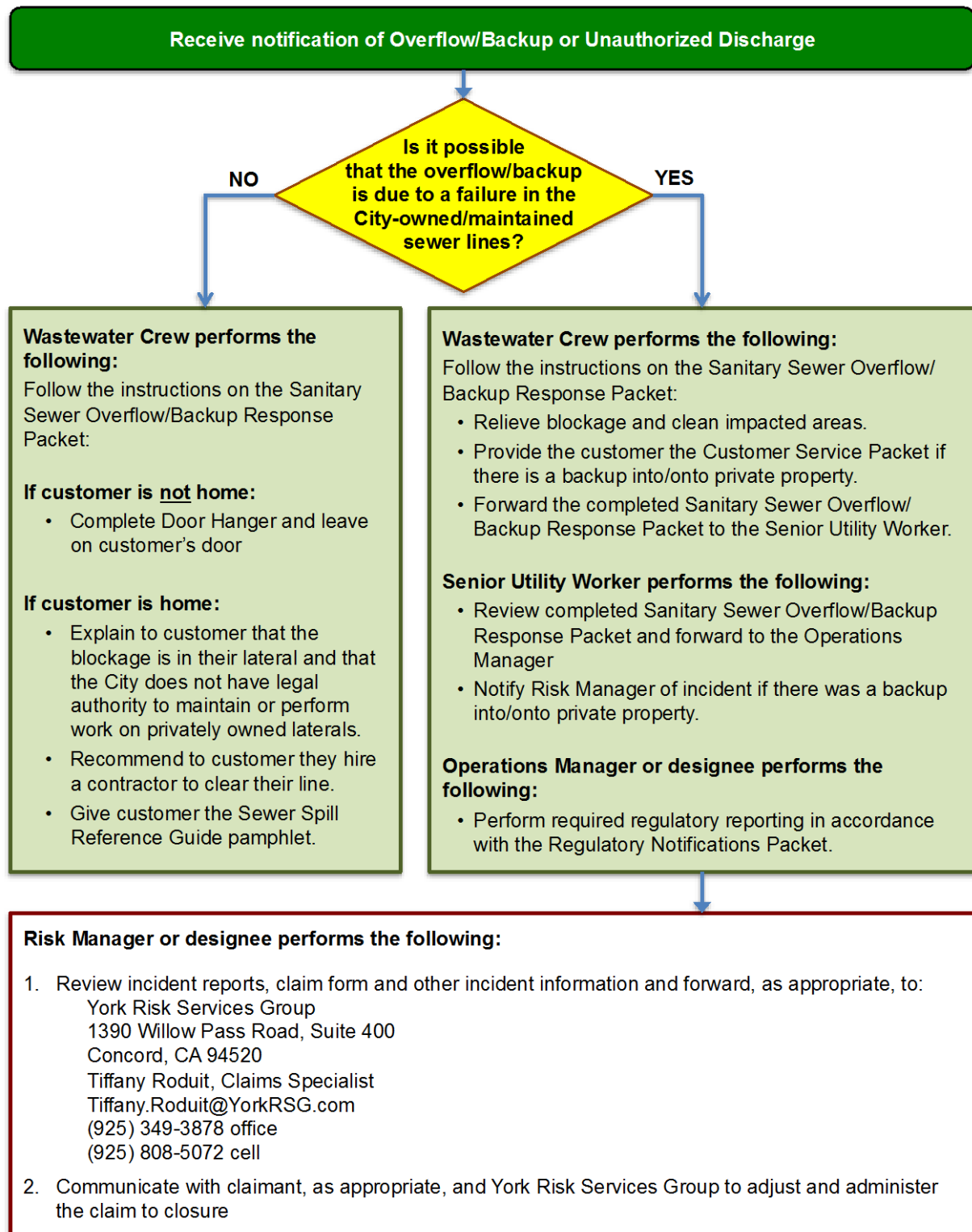
7. SSO Response Procedures

ref. SWRCB Order No. 2006-0003-DWQ Element 6(b)

7.1 Sewer Overflow/Backup Response Summary

The City will respond to SSOs as soon as feasible following notification of an overflow/backup or unauthorized discharge. The following (Figure 7.1) is an overview of the response activities.

Figure 7.1 Overview of SSO/Backup Response



7.2 First Responder Priorities

The first responder's priorities are:

- To follow safe work practices.
- To respond promptly with the appropriate and necessary equipment.
- To contain the spill wherever feasible.
- To restore the flow as soon as practicable.
- To minimize public access to and/or contact with the spilled sewage.
- To promptly notify the Senior Utility Worker and Operations Manager in event of major SSO.
- To return the spilled sewage to the sewer system.
- To restore the area to its original condition (or as close as possible).
- To photograph and document affected and unaffected areas from a spill.

7.3 Safety

The first responder is responsible for following safety procedures at all times. Special safety precautions must be observed when performing sewer work. There may be times when City personnel responding to a sewer system event are not familiar with potential safety hazards associated with sewer work. In such cases it is appropriate to take the time to discuss safety issues, consider the order of work, and check safety equipment before starting the job. This includes use of gas monitoring detectors for air quality in manholes (follow confined space procedures) and traffic controls at the site.

7.4 Initial Response

The first responder must respond to the reporting party/problem site and visually check for potential sewer stoppages or overflows.

The first responder will:

- Note arrival time at the site of the overflow/backup.
- Verify the existence of a public sewer system spill or backup.
- Determine if the overflow or blockage is from a public or private sewer.
- Identify and assess the affected area and extent of spill.
- Contact caller if time permits.
- If the spill is large or in a sensitive area, document conditions upon arrival with photographs. Decide whether to proceed with clearing the blockage to restore the flow or to initiate containment measures. The guidance for this decision is:
 - o Small spills (i.e., spills that are easily contained) – proceed with clearing the blockage.
 - o Moderate or large spill where containment is anticipated to be simple – proceed with the containment measures.
 - o Moderate or large spills where containment is anticipated to be difficult – proceed with clearing the blockage; however, whenever deemed necessary, call for additional assistance and implement containment measures.
- Take steps to contain the SSO. For detailed procedures refer to Appendix B: Sanitary Sewer Overflow and Backup Response Procedures.

7.5 Initiate Spill Containment Measures

The first responder will attempt to contain as much of the spilled sewage as possible using the following steps:

- Determine the immediate destination of the overflowing sewage.
- Plug storm drains using air plugs, sandbags, and/or plastic mats to contain the spill, whenever appropriate. If spilled sewage has made contact with the storm drainage system, attempt to contain the spilled sewage by plugging downstream storm drainage facilities.
- Contain/direct the spilled sewage using dike/dam or sandbags.
- Pump around the blockage/pipe failure.

For detailed procedures refer to Appendix B: Sanitary Sewer Overflow and Backup Response Procedures.

7.6 Restore Flow

Using the appropriate cleaning equipment set up downstream of the blockage and hydro-clean upstream from a clear manhole. Attempt to remove the blockage from the system and observe the flows to ensure that the blockage does not reoccur downstream. If the blockage cannot be cleared within a reasonable time from arrival, or sewer requires construction repairs to restore flow, then initiate containment and/or bypass pumping. If assistance is required, immediately contact other employees, contractors, and equipment suppliers. For detailed procedures refer to Appendix B: Sanitary Sewer Overflow and Backup Response Procedures.

7.7 Equipment

This section provides a list of specialized equipment that may be used to support this Overflow Emergency Response Plan.

- *Closed Circuit Television (CCTV) Inspection Unit* – A CCTV Inspection Unit is required to determine the root cause for all SSOs from gravity sewers.
- *Camera* -- A digital or disposable camera is required to record the conditions upon arrival, during clean up, and upon departure.
- *Emergency Response Trucks* -- A utility body pickup truck, or open bed is required to store and transport the equipment needed to effectively respond to sewer emergencies. The equipment and tools will include containment and clean up materials.
- *Portable Generators, Portable Pumps, Piping, and Hoses* – Equipment used to bypass pump, divert, or power equipment to mitigate an SSO.
- *Combination Sewer Cleaning Trucks* -- Combination high velocity sewer cleaning trucks with vacuum tanks are required to clear blockages in gravity sewers, vacuum spilled sewage, and wash down the impacted area following the SSO event.
- *Air plugs, sandbags and plastic mats*
- *SSO Sampling Kits*

Standard Operating Procedures for City equipment are stored at the Corporation Yard.

7.8 Outside Assistance

Responders will refer to the vendor contact list as necessary for assistance with the response.

8. Recovery and Cleanup

ref. SWRCB Order No. 2006-0003-DWQ Element 6(e)

The recovery and cleanup phase begins immediately after the flow has been restored and the spilled sewage has been contained to the extent possible. The SSO recovery and cleanup procedures are:

8.1 Estimate the Volume of Spilled Sewage

Use the methods outlined in the Sanitary Sewer Overflow and Backup Response Procedures (Appendix B), and/or the Field Guide to estimate the volume of the spilled sewage. Wherever possible, document the estimate using photos and/or video of the SSO site before and during the recovery operation.

8.2 Recovery of Spilled Sewage

Vacuum up and/or pump the spilled sewage and rinse water, and discharge it back into the sanitary sewer system.

8.3 Clean-up and Disinfection

Clean up and disinfection procedures will be implemented to reduce the potential for human health issues and adverse environmental impacts that are associated with an SSO event. The procedures described are for dry weather conditions and will be modified as required for wet weather conditions. Where cleanup is beyond the capabilities of City staff, a cleanup contractor will be used.

Private Property

City crews are responsible for the cleanup when the property damage is minor in nature and is outside of private building dwellings, such as in front, side and backyards, easements, etc. In all other cases, affected property owners can call a water damage restoration contractor to complete the cleanup and restoration. If the overflow onto private property is definitely the result of City system failure, the property owner can call out a water damage restoration contractor to complete the cleanup and restoration. In both cases, City claim forms may be issued if requested by the property owners.

Hard Surface Areas

Collect all signs of sewage solids and sewage-related material either by protected hand or with the use of rakes and brooms. Wash down the affected area with clean water and/or deozone or similar non-toxic biodegradable surface disinfectant until the water runs clear. The flushing volume will be approximately three times the estimated volume of the spill. Take reasonable steps to contain and vacuum up the wastewater. Allow area to dry. Repeat the process if additional cleaning is required.

Landscaped and Unimproved Natural Vegetation

Collect all signs of sewage solids and sewage-related material either by protected hand or with the use of rakes and brooms. Wash down the affected area with clean water until the water runs

clear. The flushing volume will be approximately three times the estimated volume of the spill. Either contain or vacuum up the wash water so that none is released. Allow the area to dry. Repeat the process if additional cleaning is required.

Natural Waterways

The Department of Fish and Wildlife will be notified by CalOES for SSOs greater than or equal to 1,000 gallons.

Wet Weather Modifications

Omit flushing and sampling during heavy storm events (i.e., sheet of rainwater across paved surfaces) with heavy runoff where flushing is not required and sampling would not provide meaningful results

8.4 Public Notification

Signs will be posted and barricades put in place to keep vehicles and pedestrians away from contact with spilled sewage. County Environmental Health instructions and directions regarding placement and language of public warnings will be followed when directed. Additionally, the Wastewater Crew will use their best judgment regarding supplemental sign placement in order to protect the public and local environment. Signs will be removed after internal consultation with the Deputy Director of Utility Services and/or the County Health Department.

Creeks, streams and beaches that have been contaminated as a result of an SSO will be posted at visible access locations until the risk of contamination has subsided to acceptable background bacteria levels as determined by County Environmental Health. The warning signs, once posted, will be checked at least every day to ensure that they are still in place. Photographs of sign placement will be taken.

In the event that an overflow occurs at night, the location will be inspected first thing the following day. City Staff will look for any signs of sewage solids and sewage-related material that may warrant additional cleanup activities.

When contact with the local media is deemed necessary, the Public Information Officer will provide the media with all relevant information.

9. Water Quality

ref. SWRCB Order No. 2006-0003-DWQ Element 6(f)

9.1 Water Quality Sampling and Testing

Water quality sampling and testing is required for Category 1 SSOs of 50,000 gallons or greater to determine the extent and impact of the SSO. The water quality sampling procedures must be implemented within 48 hours and include the following:

- The Wastewater Crew will collect water samples as soon as possible after the discovery and mitigation of the SSO event.
- The water quality samples will be collected from upstream of the spill, from the spill area, and downstream of the spill in flowing water (e.g. creeks). The water quality samples will be collected near the point of entry of the spilled sewage.

- The samples will then be brought to an analytical laboratory for analysis.

9.2 Water Quality Monitoring Plan

The City Water Quality Monitoring Plan will be implemented immediately upon discovery of any Category 1 SSO of 50,000 gallons or more in order to assess impacts from SSOs to surface waters. The SSO Water Quality Monitoring Program will:

1. Contain protocols for water quality monitoring.
2. Account for spill travel time in the surface water and scenarios where monitoring may not be possible (e.g. safety, access restrictions, etc.)
3. Require water quality analyses for ammonia and bacterial indicators to be performed by an accredited or certified laboratory.
4. Require monitoring instruments and devices used to implement the SSO Water Quality Monitoring Program to be properly maintained and calibrated, including any records to document maintenance and calibration, as necessary, to ensure their continued accuracy.
5. Within 48 hours of the City becoming aware of the SSO, require water quality sampling for ammonia and total and fecal coliform.
6. Observe proper chain of custody procedures.

The details of the Water Quality Monitoring Program are located in Appendix F.

9.3 SSO Technical Report

The City will submit an SSO Technical Report to the CIWQS Online SSO Database within 45 calendar days of the SSO end date for any SSO in which 50,000 gallons or greater are spilled to surface waters. The Deputy Director for Utility Services will supervise and prepare this report. This report, which does not preclude the Water Boards from requiring more detailed analyses if requested, shall include at a minimum, the following:

Causes and Circumstances of the SSO:

- Complete and detailed explanation of how and when the SSO was discovered.
- Diagram showing the SSO failure point, appearance point(s), and final destination(s).
- Detailed description of the methodology employed and available data used to calculate the volume of the SSO and, if applicable, the spill volume that reached surface waters and the SSO volume recovered.
- Detailed description of the cause(s) of the SSO.
- Copies of original field crew records used to document the SSO.
- Historical maintenance records for the failure location.

City's Response to SSO:

- Chronological narrative description of all actions taken by the City to terminate the spill.
- Explanation of how the SSMP Overflow Emergency Response Plan was implemented

to respond to and mitigate the SSO.

- Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.

Water Quality Monitoring:

- Description of all water quality sampling activities conducted including analytical results and evaluation of the results.
- Detailed location map illustrating all water quality sampling points.

10. Sewer Backup Into/Onto Private Property Claims Handling Policy

It is the policy of the City that a claims form shall be offered to anyone wishing to file a claim. The following procedures will be observed for all sewer overflows/backups into/onto private property:

- City staff will offer a City claim form irrespective of fault whenever it is possible that the sanitary sewer backup may have resulted from an apparent blockage in the City-owned sewer lines or whenever a City customer requests a claim form. The claim may later be rejected if subsequent investigations into the cause of the loss indicate the City was not at fault.
- It is the responsibility of City staff to gather information regarding the incident and notify the Risk Manager or his/her designee.
- It is the responsibility of the Risk Manager or his/her designee to review all claims and to oversee the adjustment and administration of the claim to closure.

11. Notification, Reporting, Monitoring and Recordkeeping Requirements

ref. SWRCB Order No. 2006-0003-DWQ Element 6(c)

In accordance with the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (SSS GWDRs), the City maintains records for each sanitary sewer overflow. Records include:

- Documentation of response steps and/or remedial actions
- Photographic evidence to document the extent of the SSO, field crew response operations, and site conditions after field crew SSO response operations have been completed. The date, time, location, and direction of photographs taken will be documented.
- Documentation of how any estimations of the volume of discharged and/or recovered volumes were calculated including all assumptions made.

Regulator required notifications are outlined in Section 11.1 on the following page.

11.1 Requirements Table

ELEMENT	REQUIREMENT	METHOD
NOTIFICATION	Within two hours of becoming aware of any Category 1 SSO greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water, the City will notify the California Office of Emergency Services (CalOES) and obtain a notification control number.	Call Cal OES at: (800) 852-7550
REPORTING	- Category 1 or Category 2 SSO: The City will submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date. - Category 3 SSO: The City will submit certified report within 30 calendar days of the end of month in which SSO the occurred. - SSO Technical Report: The City will submit within 45 calendar days after the end date of any Category 1 SSO in which 50,000 gallons or greater are spilled to surface waters. "No Spill" Certification: The City will certify that no SSOs occurred within 30 calendar days of the end of the month or, if reporting quarterly, the quarter in which no SSOs occurred. - Collection System Questionnaire: The City will update and certify every 12 months	Enter data into the CIWQS Online SSO Database³ (http://ciwqs.waterboards.ca.gov/) certified by the Legally Responsible Official(s) ⁴. All information required by CIWQS will be captured in the Sanitary Sewer Overflow Report. Certified SSO reports may be updated by amending the report or adding an attachment to the SSO report within 120 calendar days after the SSO end date. After 120 days, the State SSO Program Manager must be contacted to request to amend an SSO report along with a justification for why the additional information was not available prior to the end of the 120 days.
WATER QUALITY MONITORING	The City will conduct water quality sampling within 48 hours for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.	Water quality results will be uploaded into CIWQS for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.
RECORD KEEPING	The City will maintain the following records: - SSO event records. - Records documenting Sanitary Sewer Management Plan (SSMP) implementation and changes/updates to the SSMP.	Self-maintained records shall be available during inspections or upon request.

³ In the event that the CIWQS online SSO database is not available, the Operations Manager will notify SWRCB by phone and will fax or e-mail all required information to the RWQCB office in accordance with the time schedules identified above. In such an event, the City will submit the appropriate reports using the CIWQS online SSO database when the database becomes available. A copy of all documents that certify the submittal in fulfillment of this section shall be retained in the SSO file.

⁴ The City always has at least one LRO. Any change in the LRO(s) including deactivation or a change to contact information, will be submitted to the SWRCB within 30 days of the change by calling (866) 792-4977 or emailing help@ciwqs.waterboards.ca.gov.

	- Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters. - Collection system telemetry records if relied upon to document and/or estimate SSO Volume.	
--	---	--

For reporting purposes, if one SSO event of any category results in multiple appearance points in a sewer system, a single SSO report is required in CIWQS that includes the GPS coordinates for the location of the SSO appearance point closest to the failure point, blockage or location of the flow condition that cause the SSO, and descriptions of the locations of all other discharge points associated with the single SSO event.

11.2 Complaint Records

The City maintains records of all complaints received whether or not they result in sanitary sewer overflows. These complaint records include:

- Date, time, and method of notification
- Date and time the complainant or informant first noticed the SSO
- Narrative description describing the complaint
- A statement from the complainant or informant, if they know, of whether or not the potential SSO may have reached waters of the state
- Name, address, and contact telephone number of the complainant or informant reporting the potential SSO (if not reported anonymously)
- Follow-up return contact information for each complaint received (if not reported anonymously)
- Final resolution of the complaint
- Work service request information used to document all feasible and remedial actions taken

All complaint records will be maintained in hardcopy at the Corporation Yard and on the City's server for a minimum of five years whether or not they result in an SSO.

12. Post SSO Event Debriefing

ref. SWRCB Order No. 2006-0003-DWQ Element 6(d)

Every SSO event is an opportunity to evaluate the City response and reporting procedures. Each overflow event is unique, with its own elements and challenges including volume, cause, location, terrain, climate, and other parameters.

As soon as possible after Category 1 and Category 2 SSO events, all of the participants, from the person who received the call to the last person to leave the site, will meet to review the procedures used and to discuss what worked and where improvements could be made in preventing or in responding to and mitigating future SSO events. The results of the debriefing will be documented and tracked to ensure the action items are completed as scheduled.

13. Failure Analysis Investigation

ref. SWRCB Order No. 2006-0003-DWQ Element 6(d)

The objective of the failure analysis investigation is to determine the “root cause” of the SSO and to identify corrective action(s) needed that will reduce or eliminate future potential for the SSO to recur or for other SSOs to occur.

The investigation will include reviewing all relevant data to determine appropriate corrective action(s) for the line segment. The investigation will include:

- Reviewing and completing the Sanitary Sewer Overflow Report (in Appendix B) and any other documents related to the incident
- Reviewing the incident timeline and other documentation regarding the incident,
- Reviewing communications with the reporting party and witness.
- Review volume estimate, volume recovered estimate, volume estimation assumptions and associated drawings,
- Reviewing available photographs,
- Interviewing staff that responded to the spill.
- Reviewing past maintenance records,
- Reviewing past CCTV records,
- Conducting a CCTV inspection to determine the condition of all line segment(s) immediately following the SSO and reviewing the video and logs,
- Reviewing any Fats, Oil and Grease (FOG) related information or results
- Review any root related information
- Post SSO debrief records
- Interviews with the public at the SSO location

The product of the failure analysis investigation will be the determination of the root cause and the identification and scheduling of the corrective actions. The Collection System Failure Analysis Form (in Appendix B) will be used to document the investigation.

14. SSO Response Training

ref. SWRCB Order No. 2006-0003-DWQ Element 6(d)

This section provides information on the training that is required to support this Overflow Emergency Response Plan.

14.1 Initial and Annual Refresher Training

All City personnel who may have a role in responding to, reporting, and/or mitigating a sewer system overflow will receive training on the contents of this OERP. All new employees will receive training before they are placed in a position where they may have to respond. Current employees will receive annual refresher training on this plan and the procedures to be followed. The City will document all training.

Affected employees will receive annual training on the following topics by knowledgeable trainers:

- The City’s Overflow Emergency Response Plan and Sanitary Sewer Management Plan

- Sanitary Sewer Overflow Volume Estimation Techniques
- Researching and documenting Sanitary Sewer Overflow Start Times
- Impacted Surface Waters: Response Procedures
- State Water Resources Control Board Employee Knowledge Expectations
- Employee Core Competency Evaluations on Sanitary Sewer Operations
- Water Quality Sampling Plan

The City will verify that annual safety training requirements are current for each employee, and that employees are competent in the performance of all core competencies. This will be verified through electronic testing, interviews and observations. The City will address, through additional training/instruction, any identified gaps in required core competencies.

Through SWRCB Employee Knowledge Expectations training the employee will be able to answer the following:

1. Please briefly describe your name and job title.
2. Please describe for us approximately when you started in this field and how long you have worked for your agency.
3. Please expand on your current position duties and role in responding in the field to any SSO complaints.
4. Please describe your SOPs used to respond/mitigate SSOs when they occur.
5. Describe any training your agency provides or sends you to for conducting spill volume estimates.
6. We are interested in learning more about how your historical SSO response activities have worked in the field. We understand from discussions with management earlier that you use the OERP from the SSMP. Please elaborate on how you implement and utilize the procedures in the plan.
7. Historically, before any recent changes, can you please walk us through how you would typically receive and respond to any SSO complaints in the field?
8. Can you tell us who is responsible for estimating SSO volumes discharged? If it is you, please describe how you go about estimating the SSO volume that you record on the work order/service request forms?
9. What other information do you collect or record other than what is written on the work order form?
10. Describe if and when you ever talk with people that call in SSOs (either onsite or via telephone) to further check out when the SSO might have occurred based on what they or others know? If you do this, can you tell us where this information is recorded?
11. We understand you may be instructed to take pictures of some sewer spills/backups into structures. Other than these SSOs, when else would you typically take any pictures of an SSO?
12. Please walk us through anything else you'd like to add to help us better understand how your field crews respond and mitigate SSO complaints.

14.2 SSO Response Drills

Periodic training drills or field exercises will be held to ensure that employees are up to date on these procedures, equipment is in working order, and the required materials are readily available. The training drills will cover scenarios typically observed during sewer related emergencies (e.g. mainline blockage, mainline failure, force main failure, pump station failure, and lateral blockage). The results

and the observations during the drills will be recorded and action items will be tracked to ensure completion.

14.3 SSO Training Record Keeping

Records of all training that is provided in support of this plan will be maintained in the Utility Services office. The records for all scheduled training courses and for each overflow emergency response training event and will include date, time, place, content, name of trainer(s), and names and titles of attendees.

14.4 Contractors Working On City Sewer Facilities

All construction contractors working on City sewer facilities will be required to develop a project-specific OERP, will provide project personnel with training regarding the content of the contractor's OERP and their role in the event of an SSO, and to follow that OERP in the event that they cause or observe an SSO. Emergency response procedures shall be discussed at project pre-construction meetings, regular project meetings and after any contractor involved incidents.

All service contractors will be provided, and required to observe contractor procedures. See Appendix C: Contractor Orientation.

15. Authority

- Health & Safety Code Sections 5410-5416
- CA Water Code Section 13271
- Fish & Wildlife Code Sections 5650-5656
- State Water Resources Control Board Order No. 2006-0003-DWQ
- State Water Resources Control Board Order 2013-009-DWQ effective September 9, 2013

16. References

- Morgan Hill Municipal Code Chapter 13.20 – Sewers and Industrial Waste
- Sanitary Sewer Overflow and Backup Response Field Guide, 2014, DKF Solutions Group, LLC
- Appendix A: Regulatory Notifications Packet
- Appendix B: Sanitary Sewer Overflow/Backup Response Packet
- Appendix C: Contractor Orientation
- Appendix D: Field Sampling Kit
- Appendix E: Sewer Service Request Form

Appendix A

REGULATORY NOTIFICATIONS PACKET

City of Morgan Hill: Overflow Emergency Response Plan

Regulatory Notifications Packet

Instructions:

1. Receive notification from on-site crew of a Sanitary Sewer Overflow.
2. Open this packet.
3. Refer to the Regulatory Reporting Guide (A-1) for instructions.
4. Use the SSO Reporting Checklist for the appropriate category of spill (A-2a or A-2b) to document that all notifications are made according to the reporting schedule.
5. Send RWQCB Reporting Fax (A-3a or A-3b) if necessary.
Determine which RWQCB has jurisdiction by entering the address or GPS coordinates of the SSO location on the State Water Resources Control Board website at the following web address:
http://www.waterboards.ca.gov/waterboards_map.shtml.

Contents:

<u>Form</u>	<u>Page Number</u>
Regulatory Reporting Guide.....	A-1
Reporting Checklists:	
Category 1	-2a
Categories 2 and 3	-2b
Notification Faxes:	
San Francisco RWQCB.....	-3a
Central Coast RWQCB.....	-3b

Print on 6"x9" envelope

City of Morgan Hill: Overflow Emergency Response Plan

Regulatory Notifications Packet
Regulatory Reporting Guide
A-1
Side A

Reporting Instructions				
Deadline	See reverse side for contact information and definitions of the categories of spills of untreated or partially treated wastewater from publically owned sanitary sewer system			Spill from Private Lateral
	Category 1	Category 2	Category 3	
Within 2 hours after awareness of SSO	If the SSO is greater than or equal to 1,000 gallons, call CalOES at (800) 852-7550 If SSO reaches the Anderson Reservoir, notify the Santa Clara Valley Water District	-	-	-
Immediately (within 2 hours)	If SSO impacts private property that may be due to a failure in the City sewer and/or if the City believes a claim for damages may be submitted against the City contact York Risk Services Group. See Side B for contact information.			
48 Hours after awareness of SSO	If 50,000 gal or more will likely reach receiving waters, begin water quality sampling and initiate impact assessment	-	-	-
3 Days after awareness of SSO	Submit Draft Spill Report in the CIWQS* database	Submit Draft Spill Report in the CIWQS* database	-	Consider reporting via CIWQS
15 Days after response conclusion	Certify Spill Report in CIWQS*. Update as needed until 120 days after SSO end time	Certify Spill Report in the CIWQS* database. Update as needed until 120 days after SSO end time	-	-
30 Days after end of calendar month in which SSO occurred	-	-	Certify Spill Report in the CIWQS* database. Update as needed until 120 days after SSO end time	-
45 days after SSO end date	If 50,000 gal or more were not recovered, submit SSO Technical Report using CIWQS*	-	-	-

Attachment: Attachment A - Morgan Hill SSMP 2-2-18 Council Consideration [Revision 3] (1624 : 2018 Sanitary Sewer Management Plan)

* In the event that the CIWQS online SSO database is not available, do the following until the CIWQS online SSO database becomes available: (See contact information on Side B)

1. Make required notifications to the applicable Regional Water Quality Control Board (RWQCB) using A-3a or A-3b. Determine which RWQCB has jurisdiction by entering the address or GPS coordinates of the SSO location here: http://www.waterboards.ca.gov/waterboards_map.shtml.
2. Notify the State Water Resources Control Board (SWRCB) by phone or email

Note: For reporting purposes, if one SSO event results in multiple appearance points, complete one SSO report in the CIWQS SSO Online Database, and report the location of the SSO failure point, blockage or location of the flow condition that caused the SSO, in the CIWQS SSO Online Database, including all the discharge points associated with the SSO event.

City of Morgan Hill: Overflow Emergency Response Plan

Regulatory Notifications Packet: Regulatory Reporting Guide**A-1**
Side B**Contact Information**

Contact	Telephone/Fax/Email
CalOES	(800) 852-7550
Santa Clara Valley Water District 24-hour Pollution Hotline	(888) 510-5151
York Risk Services Group	
Cynthia Gordon, Unit Manager	Telephone: (925) 349-3916 Cell: (707) 334-1144
Tiffany Roduit, Claims Examiner	Telephone: (925) 349-3878 Cell: (925) 808-5072
If you do not receive a call back from York within 30 minutes or neither party listed above is available, call: Jill Stallman, Claims Manager	Telephone: (510) 464-7946 Cell: (630) 430-2240
San Francisco Regional Water Quality Control Board (SFRWQCB):	Telephone: (510) 622-2300 Fax: (510) 622-2460
Central Coast Regional Water Quality Control Board (CCRWQCB):	Telephone: (805) 549-3147 Fax: (805) 543-0397
State Water Resources Control Board (SWRCB):	
Permit/Reporting Information: Gil Vazquez	(916) 322-1400 Gil.Vazquez@waterboards.ca.gov
Inspection/Enforcement Information: Jim Fischer	(916) 341-5548 Jim.Fischer@waterboards.ca.gov

Authorized Personnel

The following are authorized to perform regulatory reporting:

Name	Job Title	Telephone	☐ if LRO*
Rich Wake	Senior Utility Worker	(408) 776-7333	
Clint Bryum	Operations Manager	(408) 310-4164	
Tom Neff	Utilities Supervisor	(408) 310-4175	
Dan Repp	Deputy Director of Utilities Services	(408) 310-4166	

Karl Bjarke	Director of Engineering and Utility Services	(408) 776-7332	☐
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* Legally Responsible Officials (LROs) are authorized to electronically sign and certify SSO reports in CIWQS

Definitions of SSO Categories

The response crew will complete the SSO Report form in the SSO Packet to document how the category was determined.

Category	Definition
Category 1:	Discharge of untreated or partially treated wastewater of any volume resulting from a sanitary sewer system failure or flow condition that either: • Reaches surface water and/or drainage channel tributary to a surface water; or • Reached a Municipal Separate Storm Sewer System (MS4) and was not fully captured and returned to the sanitary sewer system or otherwise captured and disposed of properly.
Category 2:	Discharge of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from a sanitary sewer system failure or flow condition that either: • Does not reach surface water, a drainage channel, or an MS4, or • The entire SSO discharged to the storm drain system was fully recovered and disposed of properly.
Category 3:	All other discharges of untreated or partially treated wastewater resulting from a sanitary sewer system failure or flow condition

City of Morgan Hill: Overflow Emergency Response Plan

Regulatory Notifications Packet
Category 1 SSO Reporting Checklist

A-2a**Use this Checklist for Category 1 SSOs only****STEP 1: Receive call from crew.****STEP 2: 2-hour Notification**

If the SSO is greater than or equal to 1,000 gallons, notify CalOES within 2 hours of the time the agency was notified of the SSO.

☐ **Notify CalOES at (800) 852-7550:**

- o Date Called: _____
- o Time called: _____ : _____ ☐ AM ☐ PM
- o CalOES Control number: _____
- o City personnel who called CalOES: *Name* _____
Title _____
- o Individual they spoke to at CalOES: _____

STEP 3: Immediate Notification (within 2 hours)

- ☐ If SSO impacts private property that may be due to a failure in the City sewer and/or if the City believes a claim for damages may be submitted against the City contact York Risk Services Group.

STEP 4: Within 48 hours after awareness of SSO

- ☐ Only if 50,000 gallons or more was not recovered, implement Water Quality Monitoring Plan.

STEP 5: Within 3 Days after awareness of SSO

- ☐ Submit a Draft Spill Report using the CIWQS online reporting database.

STEP 6: Within 15 Days after response conclusion

- ☐ LRO must certify the Spill Report using the CIWQS online reporting database. Amendments to the Spill Report may be made for up to 120 days following the conclusion of the SSO Response.

STEP 7: Within 45 Days after SSO end date

- ☐ Within 45 days after the SSO end date, submit an SSO Technical Report using the CIWQS online reporting database only if 50,000 gallons or more was spilled to surface waters.

This form completed by: _____

Name

Title

Date

City of Morgan Hill: Overflow Emergency Response Plan

Regulatory Notifications Packet
Category 2 & 3 SSO Reporting Checklist
A-2b

Use this Checklist for Category 2 and 3 SSOs only

STEP 1: Receive call from crew.**STEP 2: Immediate Notification (within 4 hours)**

- ☐ If SSO impacts private property that may be due to a failure in the City sewer and/or if the City believes a claim for damages may be submitted against the City contact York Risk Services Group.

STEP 3: Submit Draft Spill Report (Category 2 only)

- ☐ Submit a Draft Spill Report using the CIWQS online reporting database within 3 days after awareness of Category 2 SSO.

STEP 4: Certify Spill Report

- ☐ Certify the Spill Report using the CIWQS online reporting database:
- Category 2 SSO: Within 15 days after the conclusion of the response
 - Category 3 SSO: Within 30 days after the end of the calendar month in which the SSO occurred
- ☐ Updates to the Spill Report may be made for up to 120 days following the conclusion of the SSO Response.

This form completed by: _____

*Name**Title**Date*

City of Morgan Hill
 Overflow Emergency Response
 Plan

**San Francisco Regional Water
 Quality Control Board Notification
 Fax**

**A-
 3a**

NOTE TO City Staff: Only use this form in the event that the CIWQS online SSO database is not available

Determine which RWQCB has jurisdiction by entering the address or GPS coordinates
 of the SSO location here: http://www.waterboards.ca.gov/waterboards_map.shtml.

FAX TO: San Francisco Regional Water Quality Control Board*

Date: _____

Fax Number: (510) 622-2460

Pages: _____

FROM: City of Morgan Hill

Telephone: (408) 776-7333

Fax: (408) 779-6282

Address of SSO: _____ **City:** _____

County: _____ **Date/Time:** _____

SSO Start Time: _____ **SSO Stop Time:** _____

Volume of SSO: _____ **Volume Recovered:** _____

Final Disposition: _____

Affected Water Body: _____

Samples Collected? ☐ YES ☐ NO

Taken to: _____

Crew Members: _____

<u>Agencies Notified</u>	<u>Number(s)</u>		<u>Contact</u>	<u>Time</u>	<u>Date</u>
CalOES	(800) 852-7550	☐ YES ☐ NO	_____	_____	_____
CIQWS		☐ YES ☐ NO	_____	_____	_____
OTHER:	_____				

City of Morgan Hill
 Overflow Emergency Response
 Plan

**Central Coast Regional Water Quality
 Control Board Notification Fax**

A-3b

NOTE TO City Staff: Only use this form in the event that the CIWQS online SSO database is not available.

Determine which RWQCB has jurisdiction by entering the address or GPS coordinates
 of the SSO location here: http://www.waterboards.ca.gov/waterboards_map.shtml.

FAX TO: Central Coast Regional Water Quality Control Board

Date: _____

Fax Number: (805) 543-0397

Pages: _____

FROM: City of Morgan Hill

Telephone: (408) 776-7333

Fax: (408) 779-6282

Address of SSO: _____ **City:** _____

County: _____ **Date/Time:** _____

SSO Start Time: _____ **SSO Stop Time:** _____

Volume of SSO: _____ **Volume Recovered:** _____

Final Disposition: _____

Affected Water Body: _____

Samples Collected? ☐ YES ☐ NO

Taken to: _____

Crew Members: _____

<u>Agencies Notified</u>	<u>Number(s)</u>		<u>Contact</u>	<u>Time</u>	<u>Date</u>
CalOES	(800) 852-7550	☐ YES ☐ NO	_____	_____	_____
CIQWS		☐ YES ☐ NO	_____	_____	_____
OTHER:	_____				

Appendix B

SANITARY SEWER OVERFLOW/BACKUP RESPONSE PACKET

City of Morgan Hill: Overflow Emergency Response Plan

**Sanitary Sewer Overflow /Backup Response Packet
Table of Contents**

<u>Form</u>	<u>Form Number</u>
Response Instructions and Chain of Custody	Packet Envelope
Sanitary Sewer Overflow/Backup Response Flowchart	B-1
Start Time Determination Form	-2
Volume Estimation Methods	
Eyeball Estimation	-3a
Area/Volume Estimation	-3b
Upstream Lateral Connections	-3c
Sewer Overflow Report	-4
Corporation Yard Customer Request Form	-5
Bubbled Toilets Letter	-6
First Responder Form	-7
Claims Submittal Checklist	-8
Collection System Failure Analysis Form	-9
Customer Service Packet	
Instructions	envelope
Customer Information	CS-1
Claim Form	-2
Sewer Spill Reference Guide.....	pamphlet
Regulatory Notifications Packet	See contents list above
Public Posting	n/a
Door Hanger.....	n/a

For pre-assembled packets contact DKF Solutions Group at (707) 373-9709 or losscontrol@sbcglobal.net

Sanitary Sewer Overflow/Backup Response Packet

- ☐ **If this is a Category 1 SSO greater than or equal to 1,000 gallons immediately** contact one of the following to make the 2-hour notification to CalOES:
- Senior Utility Worker (408) 776-7333
 - Operations Manager (408) 310-4164
 - Utilities Supervisor (408) 310-4175
 - Deputy Director of Utility Services (408) 310-4166
- ☐ **If there is a backup into/onto private property AND possibly due to a problem in the public sewer, contact:**
 Cynthia Gordon, Unit Manager at (925) 349-3916 (office) or (707) 334-1144 (cell) OR
 Tiffany Roduit, Claims Examiner at (925) 349-3878 (office) or (925) 808-5072 (cell)
 If you do not receive a call back from York within 30 minutes or neither party listed above is available, call: Jill Stallman, Claims Manager at (510) 464-7946 (office) or (630) 430-2240 (cell)
- ☐ **For any media requests:**
 Contact the Public information Officer at (408) 310-4706 (office) or (408) 406-4076 (cell)

If you believe that fats, oils and/or grease (FOG) caused/contributed to the SSO, check here ☐ and contact South County Regional Wastewater Authority (SCRWA) Pretreatment at (408) 846-0202

Wastewater Crew:

- ☐ Follow the instructions on the Sanitary Sewer Overflow/Backup Response Flowchart. Note: If there is a backup and multiple dwelling units are affected, use one packet per unit and check here: ☐
- ☐ If indicated on the flowchart, give the customer the Bubbled Toilets Letter and/or the Customer Service Packet and have them initial here:
Customer acknowledgement of receipt of Bubbled Toilets Letter: _____
Customer acknowledgement of receipt of Customer Service Packet: _____
- ☐ Place completed forms in this envelope, complete the Chain of Custody record (right) and forward this packet to the Senior Utility Worker.

CHAIN OF CUSTODY

Print Name: _____

Initial: _____

Date: _____

Time: _____

Senior Utility Worker:

- ☐ Review the completed Sanitary Sewer Overflow/Backup Response Packet.
- ☐ Complete the Chain of Custody record (right).
- ☐ Forward this completed packet to the Operations Manager

Print Name: _____

Initial: _____

Date: _____

Time: _____

Operations Manager:

- ☐ Complete the Regulatory Notifications Packet.
- ☐ If there is a backup:
- ☐ Complete the Claims Submittal Checklist.
 - ☐ Forward this completed packet to the Risk Manager
- ☐ If no backup, file this completed packet in accordance with City policy.

Print Name: _____

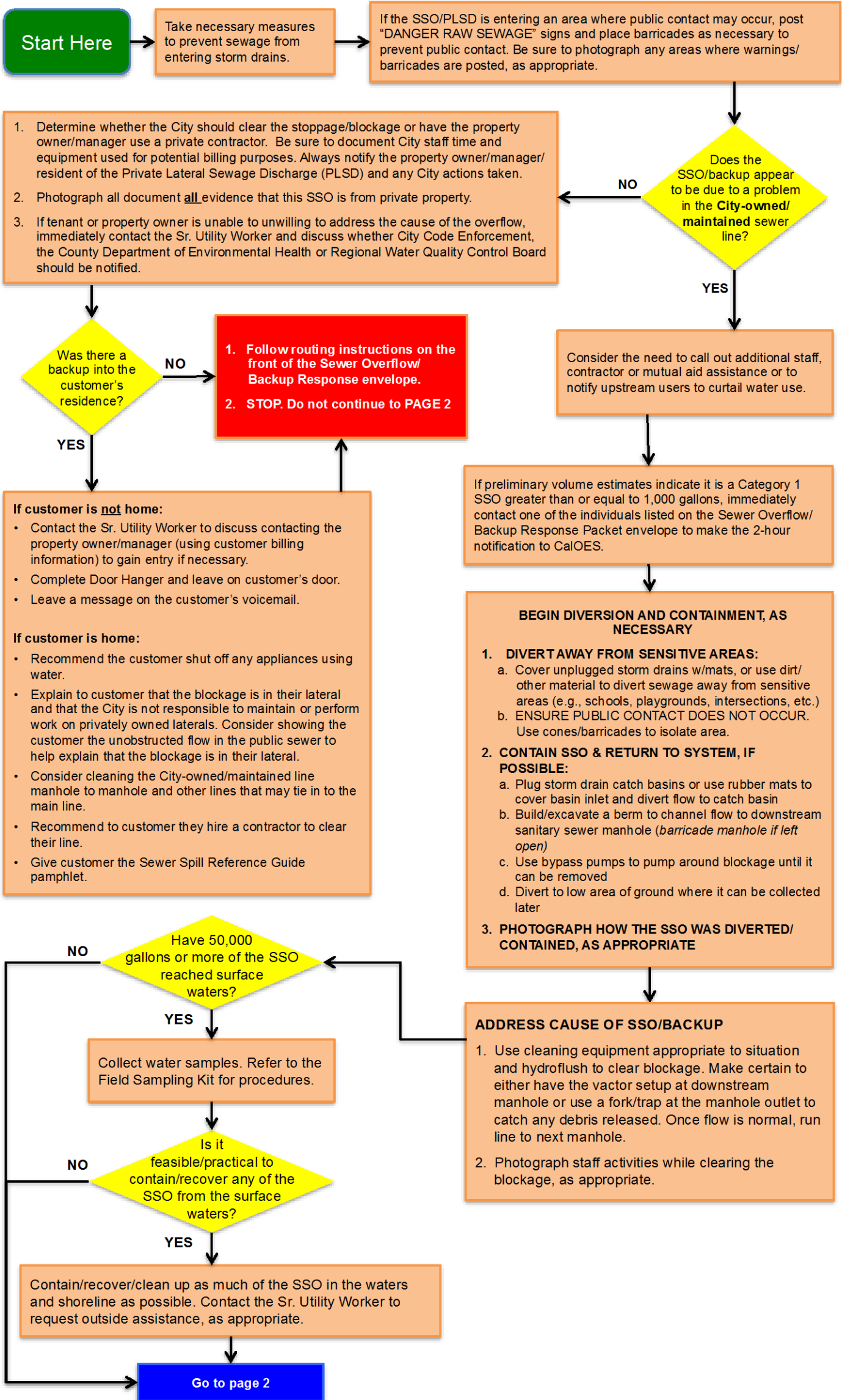
Initial: _____

Date: _____

Time: _____

Risk Manager:

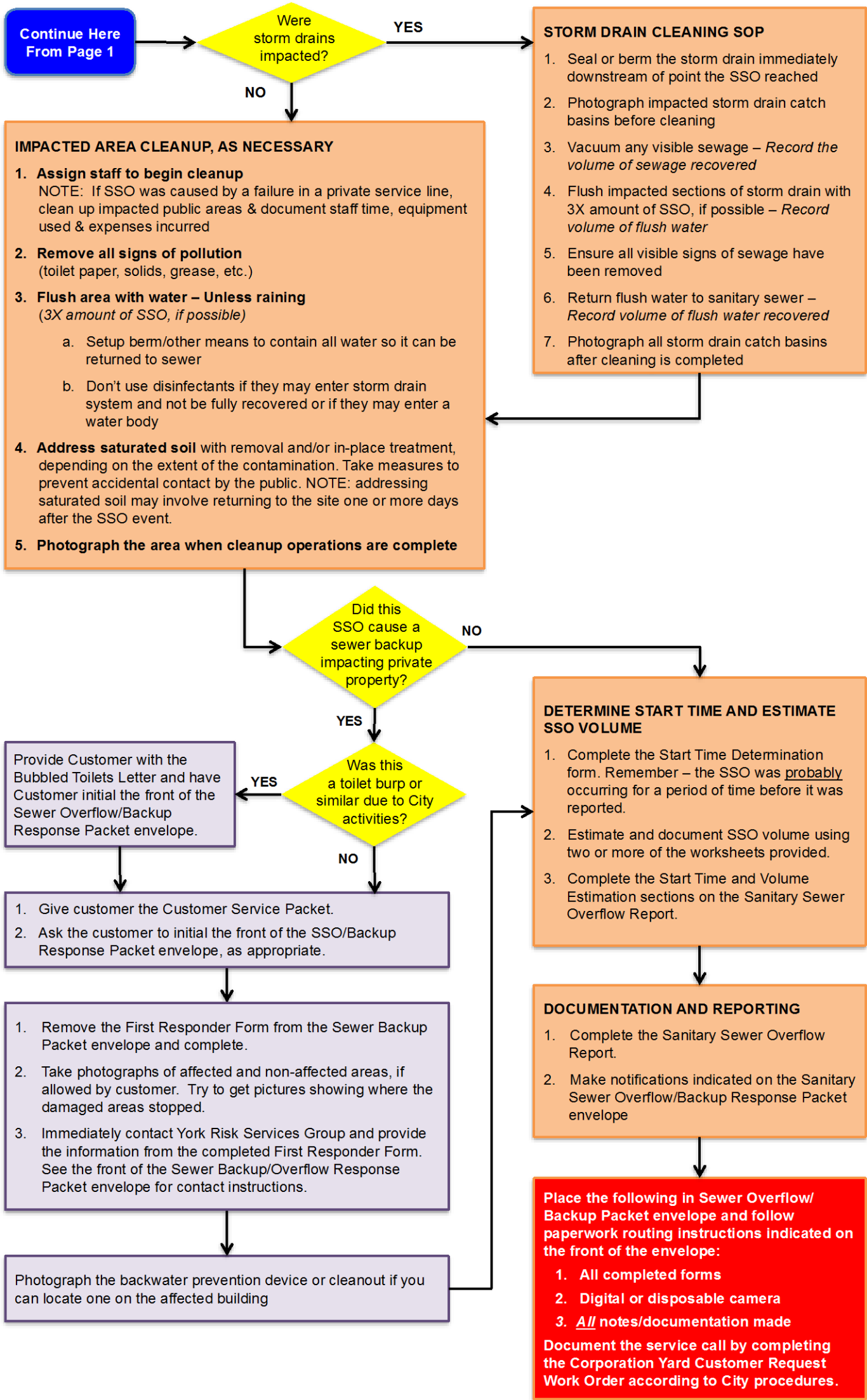
Refer to the Claims Submittal Checklist.



Sanitary Sewer Overflow / Backup Response Flowchart B-1: Side 1

Attachment: Attachment A - Morgan Hill SSMP 2-2-18 Council Consideration [Revision 3] (1624 : 2018 Sanitary Sewer Management Plan)

Sanitary Sewer Overflow / Backup Response Flowchart **B-1:** Side 2



City of Morgan Hill: Overflow Emergency Response Plan

Sanitary Sewer Overflow / Backup Response Packet
Start Time Determination Form**B-2**

SSO Start Date: _____ Location: _____

Accurate start time determination is an essential part of SSO volume estimation. Depending on the flow rate, being even one minute off can have a huge impact on the volume estimation. Be as precise as possible. Do not round to quarter hour increments. Start time must be based on all available information (interviews with neighbors, emergency responders, etc.)

What time was the City notified of the SSO? _____ ☐AM ☐PM

Who notified the City? _____

Did they indicate what time they noticed the SSO? ☐YES ☐NO If yes, what time? _____ ☐AM ☐PM

Who at the City received the notification? _____

What time did the crew arrive at the site of the SSO? _____ ☐AM ☐PM

Who was interviewed regarding the start time of the SSO? Include their name, contact information, and the statement they provided:

Name

Contact Information

Statement

Describe in detail how you determined the start time for this particular SSO:

SSO Start Date: _____ SSO Start Time: _____ ☐AM ☐PMSSO End Date: _____ SSO End Time: _____ ☐AM ☐PM

SSO Duration: _____ minutes

This form completed by:

Name: _____ Signature: _____

Job Title: _____ Date: _____

City of Morgan Hill: Overflow Emergency Response Plan

Sanitary Sewer Overflow / Backup Response Packet
Volume Estimation: Eyeball Estimation Method
B-3a

Use this method only for small SSOs of less than 200 gallons.

SSO Date: _____ Location: _____

STEP 1: Position yourself so that you have a vantage point where you can see the entire SSO.

STEP 2: Imagine one or more buckets or barrels of water tipped over. Depending on the size of the SSO, select a bucket or barrel size as a frame of reference. It may be necessary to use more than one bucket/barrel size.

STEP 3: Estimate how many of each size bucket or barrel it would take to make an equivalent spill. Enter those numbers in Column A of the row in the table below that corresponds to the bucket/barrel sizes you are using as a frame of reference.

STEP 4: Multiply the number in Column A by the multiplier in Column B. Enter the result in Column C.

	A	B	C
Size of bucket(s) or barrel(s)	How many of this size?	Multiplier	Estimated SSO Volume (gallons)
1 gallon water jug		x 1 gallons	
5 gallon bucket		x 5 gallons	
32 gallon trash can		x 32 gallons	
55 gallon drum		x 55 gallons	
Other: _____ gallons		x _____ gallons	
Estimated Total SSO Volume:			

STEP 5: Is rainfall a factor in the SSO? ☐ Yes ☐ No

If yes, what volume of the observed spill volume do you estimate is rainfall? _____ gallons

If yes, describe how you determined the amount of rainfall in the observed spill?

STEP 6: Calculate the estimated SSO volume by subtracting the rainfall from the SSO volume:

_____ gallons – _____ gallons = _____ gallons

Estimated SSO Volume

Rainfall

Total Estimated SSO Volume

Do you believe that this method has estimated the entire SSO? ☐ Yes ☐ No

If no, you **MUST** use additional methods to estimate the entire SSO. If yes, it is advisable to use additional methods to support the estimation. Explain why you believe this method has/has not estimated the entire SSO:

This worksheet completed by:

Name: _____ Signature: _____

Job Title: _____ Date: _____

City of Morgan Hill: Overflow Emergency Response Plan

Sanitary Sewer Overflow / Backup Response Packet
Volume Estimation: Area / Volume Estimation Method
B-3b
Page 1

Note: Refer to form B-4b Page 3 for computation formulas and guides

SSO Date: _____ Location: _____

STEP 1: Describe spill area surface: ☐ Asphalt ☐ Concrete ☐ Dirt ☐ Landscape ☐ Inside Building

☐ Other: _____

STEP 2: Draw/sketch the outline (footprint) of the spill. Then break the footprint down into recognizable shapes. Refer to the example on form B-4b Page 3.

STEP 3: Calculate the area of the footprint by completing the table below for each shape in Step 2. If two shapes overlap, select one of the two shapes and estimate the percentage of that shape that does not overlap. Enter that percentage in the % Not Overlapping column. This will ensure that the overlap area is only counted once. Refer to the example on form B-4b Page 3.

Rectangles	Length	X	Width	X	% Not Overlapping*	=	Area
	ft	X	ft	X	%	=	ft ²
	ft	X	ft	X	%	=	ft ²
	ft	X	ft	X	%	=	ft ²

Triangles	Base	X	Height	Multipl ier	X	% Not Overlapping*	=	Area
	ft	X	ft	÷ 2	X	%	=	ft ²
	ft	X	ft	÷ 2	X	%	=	ft ²
	ft	X	ft	÷ 2	X	%	=	ft ²

Circles	π	X	Radius	X	Radius	X	% Not Overlapping*	=	Area
	3.14	X	ft	X	ft	X	%	=	ft ²
	3.14	X	ft	X	ft	X	%	=	ft ²
	3.14	X	ft	X	ft	X	%	=	ft ²

Total Spill Area (sum of all three tables above): _____ ft²

City of Morgan Hill: Overflow Emergency Response Plan

Sanitary Sewer Overflow / Backup Response Packet
Volume Estimation: Area Volume Estimation Method
B-3b
Page 2

STEP 4: Calculate the volume of the spill that **was NOT absorbed** into the ground. If the entire spill was absorbed, skip to Step 5.

- a. If spill is of varying depths, take several measurements at different depths and find the average.

$$\frac{\text{_____ inches}}{\text{sum of measurements}} \div \frac{\text{_____}}{\text{\# of measurements}} = \frac{\text{_____ inches}}{\text{average depth in inches}} \div 12 = \frac{\text{_____}}{\text{average depth in feet of ponded sewage}} \text{ feet}$$

- b. Calculate spill volume of ponded sewage in cubic feet by multiplying the Total Spill Area in Step 3 by the average depth calculated in Step 4a. Convert from cubic feet to gallons by multiplying by 7.48.

$$\frac{\text{_____ ft}^2}{\text{spill area (Step 3)}} \times \frac{\text{_____ ft}}{\text{average depth (Step 4a)}} = \frac{\text{_____ ft}^3}{\text{spill volume in cubic feet}} \times 7.48 \text{ gal} = \frac{\text{_____}}{\text{estimated volume of ponded sewage}} \text{ gallons}$$

STEP 5: Calculate the volume of the spill that **was absorbed** into the ground. If only a wet stain is observed, use the guidelines on B-4b Page 3 for the average depth. When estimating the volume that was absorbed, take into consideration:

- How long the sewage has been sitting
- The air temperature on the day of the SSO
- Soil type for the area (e.g., hard-packed clay vs. loose or gravelly soil)

When estimating the volume of the spill that was absorbed into the ground, it is also advisable to dig down far enough to reach dry soil and take the depth of the wet soil into consideration.

Estimated volume that was absorbed into the soil: _____ gallons

Explain how this estimation was determined:

STEP 6: Add the volume not absorbed (Step 4) plus the volume absorbed (Step 5) to get the total estimated volume:

$$\frac{\text{_____ gallons}}{\text{volume not absorbed}} + \frac{\text{_____ gallons}}{\text{volume absorbed}} = \frac{\text{_____ gallons}}{\text{Total Estimated Spill Volume}}$$

Do you believe that this method has estimated the entire SSO? ☐ Yes ☐ No

If no, you MUST use additional methods to estimate the entire SSO. If yes, it is advisable to use additional methods to support the estimation. Explain why you believe this method has/has not estimated the entire SSO:

This worksheet completed by:

Name: _____ Signature: _____

Job Title: _____ Date: _____

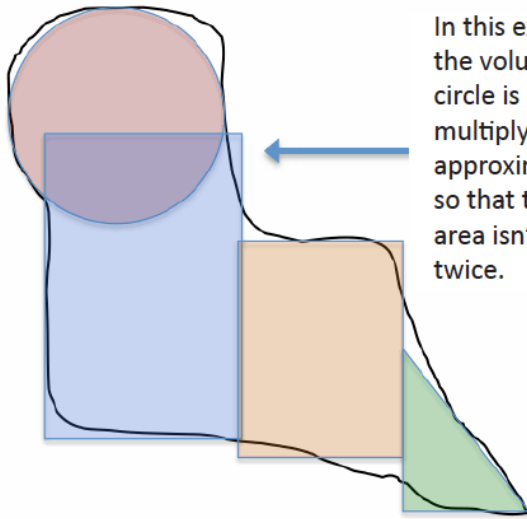
City of Morgan Hill: Overflow Emergency Response Plan

Sanitary Sewer Overflow / Backup Response Packet
Volume Estimation: Area Volume Estimation Method
B-3b
Page 3
Miscellaneous Computations

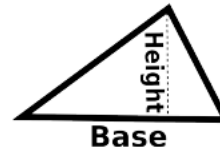
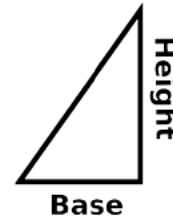
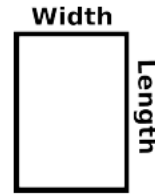
To convert inches to feet	Divide the inches by 12 or use the chart on the bottom right of this page.
Volume of one cubic foot	7.48 gallons of water
Area: Two-dimensional measurement represented in square feet	Square/rectangle: $\text{Area} = \text{Length} \times \text{Width}$ Circle: $\text{Area} = \pi r^2$ (where $\pi \approx 3.14$ and $r = \text{radius} = \frac{1}{2} \text{ diameter}$) Triangle: $\text{Area} = \frac{1}{2} (\text{Base} \times \text{Height})$
Volume: Three-dimensional measurement represented in cubic feet	Rectangle/square footprint: $\text{Volume} = \text{Length} \times \text{Width} \times \text{Depth}$ Circle footprint (cylinder): $\text{Volume} = \pi r^2 \times \text{Depth}$ (where $\pi \approx 3.14$ and $r = \text{radius} = \frac{1}{2} \text{ diameter}$) Triangle footprint: $\text{Volume} = \frac{1}{2} (\text{Base} \times \text{Height}) \times \text{Depth}$
Depth: Contained or "Ponded" sewage	Measure actual depth of standing sewage whenever possible. When depth varies, measure several representative sample points and determine the average. Add the depth of the sample points and then divide that total by the number of sample points. If the depth is not measurable because it is only a wet stain, consider using the following estimated depths: • Depth of a wet stain on concrete surface: 0.0026' (1/32") • Depth of a wet stain on asphalt surface: 0.0013' (1/64")

Example of how to draw/sketch the outline (footprint) of the spill for Step 2:

1. Sketch the outline of the spill (black line).
2. Break the sketch down into recognizable shapes (circles, squares, etc.) as well as you can.



In this example, after the volume of the circle is determined, multiply it by approximately 65% so that the overlap area isn't counted twice.



Convert Inches to Feet	
Inches	Feet
1/8"	0.01'
1/4"	0.02'
3/8"	0.03'
1/2"	0.04'
5/8"	0.05'
3/4"	0.06'
7/8"	0.07'
1"	0.08'
2"	0.17'
3"	0.25'
4"	0.33'
5"	0.42'
6"	0.50'
7"	0.58'
8"	0.67'
9"	0.75'
10"	0.83'
11"	0.92'
12"	1.00'

City of Morgan Hill: Overflow Emergency Response Plan

Sanitary Sewer Overflow / Backup Response Packet
Volume Estimation: Upstream Lateral Connections Method

B-3c

SSO Date: _____ Location: _____

STEP 1: Determine the number of Equivalent Dwelling Units (EDUs) for this SSO: _____ EDUs

NOTE: A single-family residential home = 1 EDU. For commercial buildings, refer to agency documentation.

STEP 2: This volume estimation method utilizes daily usage data based on flow rate studies of several jurisdictions in California. Column A shows how an average daily of usage of 180 gallons per day is distributed during each 6-hour period. Adjust the table as necessary to accurately represent the actual data.

Complete Column E by entering the number of minutes the SSO was active during each 6-hour time period. Multiply column D times Column E to calculate the gallons spilled during each time period. Add the numbers in Column F together for the Total Estimated SSO Volume per EDU.

Time Period	Flow Rate Per EDU				SSO	
	A	B	C	D	E	F
	Gallons per	Hours per	$A \div B =$ Gallons	$C \div 60 =$ Gallons	Minutes SSO was	$D \times E =$ Gallons spilled

	Period	period	per Hour	per Minute	active during period	per period
6am-noon	72	6	12	0.20		
noon-6pm	36	6	6	0.10		
6pm-midnight	54	6	9	0.15		
midnight-6am	18	6	3	0.05		
Total Estimated SSO Volume per EDU:						

STEP 3: Multiply the Estimated SSO Volume per EDU from Step 2 by the number of EDUs from Step 1.

_____ gallons X _____ = _____ gallons

Volume per EDU # of EDUs Estimated SSO Volume

STEP 4: Adjust SSO volume as necessary considering other factors, such as activity that would cause a fluctuating flow rate (doing laundry, taking showers, etc.). Explain rationale below and indicate adjusted SSO estimate (attach a separate page if necessary):

Estimated SSO Volume: _____ gallons

Do you believe that this method has estimated the entire SSO? ☐ Yes ☐ No

If no, you MUST use additional methods to estimate the entire SSO. If yes, it is advisable to use additional methods to support the estimation. Explain why you believe this method has/has not estimated the entire SSO:

This worksheet completed by:

Name: _____ Signature: _____

Job Title: _____ Date: _____

City of Morgan Hill: Overflow Emergency Response Plan

Sanitary Sewer Overflow / Backup Response Packet
Sanitary Sewer Overflow Report**B-4**
Side 1Spill Category (*check one*):

- ☐ Category 1: Discharge of untreated or partially treated wastewater of any volume resulting from a sanitary sewer system failure or flow condition that either (1) Reaches surface water and/or drainage channel tributary to a surface water; OR (2) Reached a Municipal Separate Storm Sewer System (MS4) and was not fully captured and returned to the sanitary sewer system or otherwise captured and disposed of properly.
- ☐ Category 2: Discharge of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from a sanitary sewer system failure or flow condition that either (1) Does not reach surface water, a drainage channel, or an MS4, OR (2) The entire SSO discharged to the storm drain system was fully recovered and disposed of properly.
- ☐ Category 3: All other discharges of untreated or partially treated wastewater resulting from a sanitary sewer system failure or flow condition
- ☐ Spill from Private Lateral

Describe in detail the basis for choosing the spill category:

- ☐ **IMMEDIATE NOTIFICATION: If this is a Category 1 spill greater than or equal to 1,000 gallons, contact CalOES within 2 hours at (800) 852-7550 .**

A. SPILL LOCATION

Spill Location Name:

Latitude Coordinates*:

Longitude Coordinates:

Based on the coordinates, which Regional Water Quality Control Board has jurisdiction? ☐ San Francisco ☐ Central Coast

To determine which RWQCB has jurisdiction by entering the address or GPS coordinates of the SSO location on the State Water Resources Control Board website at the following web address: http://www.waterboards.ca.gov/waterboards_map.shtml.

Street Name and Number:

Nearest Cross Street:

City:

Zip Code:

County:

Spill Location Description:

B. SPILL DESCRIPTION

Spill Appearance Point (check one or more): ☐ Building/Structure ☐ Force Main ☐ Gravity Sewer ☐ Pump Station
☐ Other Sewer System Structure (*i.e. cleanout*) ☐ Manhole- Structure ID#: ☐ Other (*specify*):

Did the spill reach a drainage channel and/or surface water? ☐ Yes (*Category 1*) ☐ NoIf the spill reached a storm sewer, was it fully captured and returned to the Sanitary Sewer? ☐ Yes ☐ No (*Category 1*)Was this spill from a private lateral? ☐ Yes ☐ No If YES, name of responsible party:

Discharged into: ☐ Ocean/ocean beach ☐ Waters of the state other than ocean ☐ Drainage channel ☐ Combined storm drain

☐ Separate storm drain ☐ Paved surface ☐ Unpaved surface ☐ Building/structure ☐ Street/curb/gutter

* If multiple appearance points, use the GPS coordinates for the location of the SSO appearance point closest to the failure point/blockage.

☐ Other:

Provide name(s) of affected drainage channels, beach, etc.:

Total Estimated spill volume (*in gallons – 1,000gal or more = Category 1*): gallons

Est. volume that reached a separate storm drain that flows to a surface water body:	gal	Recovered:	gal
---	-----	------------	-----

Est. volume that reached a drainage channel that flows to a surface water body:	gal	Recovered:	gal
---	-----	------------	-----

Est. volume discharged directly to a surface water body:	gal	Recovered:	gal
--	-----	------------	-----

Est. volume discharged to land:	gal	Recovered:	gal
---------------------------------	-----	------------	-----

Calculation Methods: ☐ Eyeball ☐ Photo Comparison ☐ Upstream Connections ☐ Area/Volume ☐ Lower Lateral

☐ Other (describe):

NOTE: Attach all Spill Volume Estimation documentation including calculations and summary.

C. SPILL OCCURRING TIME

Estimated spill start date:	Estimated spill start time:
-----------------------------	-----------------------------

Date spill reported to sewer crew:	Time spill reported to sewer crew:
------------------------------------	------------------------------------

Date sewer crew arrived:	Time sewer crew arrived:
--------------------------	--------------------------

Who was interviewed to help determine start time?

Estimated spill end date:	Estimated spill end time:
---------------------------	---------------------------

NOTE: Attach detailed start time determination documentation.

City of Morgan Hill: Overflow Emergency Response Plan

**Sanitary Sewer Overflow / Backup Response Packet
Sanitary Sewer Overflow Report**

**B-4
Side 2**

D. CAUSE OF SPILL

Location of Blockage: ☐ Main ☐ Lateral ☐ Private Lateral ☐ Other:

SSO cause (*check all that apply*): ☐ Debris/Blockage ☐ Flow exceeded capacity ☐ Grease ☐ Operator error ☐ Roots

Roots

☐ Pipe problem/failure ☐ Pump station failure ☐ Rainfall exceeded design ☐ Vandalism ☐ Inflow/infiltration

☐ Animal carcass ☐ Electrical power failure ☐ Bypass ☐ Debris from laterals ☐ Construction Debris

☐ Other (specify):

Diameter (in inches) of pipe at point of blockage/spill cause (if applicable):

Sewer pipe material at point of blockage/spill cause (if applicable):

Estimated age of sewer asset at the point of blockage or failure (if applicable):

Description of terrain surrounding point of blockage/spill cause: ☐ Flat ☐ Mixed ☐ Steep

E. SPILL RESPONSE

Spill response activities (check all that apply): ☐ Cleaned up ☐ Contained all/portion of spill ☐ TV inspection ☐ Restored flow

☐ Returned all/portion of spill to sanitary sewer ☐ Other (specify):

Spill response completed (date & time):

Visual inspection result of impacted waters (if applicable):
--

Any fish killed? ☐ Yes ☐ No	Any ongoing investigation? ☐ Yes ☐ No
---	---

Were health warnings posted? ☐ Yes ☐ No If yes, provide health warning/beach closure posting/details:

Was there a beach closure? ☐ Yes ☐ No	If yes, name of closed beach(es):
---	-----------------------------------

Were samples of impacted waters collected? ☐ Yes ☐ No

If YES, select the analyses: ☐ DO ☐ Ammonia ☐ Bacteria ☐ pH ☐ Temperature ☐ Other:

Recommended corrective actions: (check all that apply and provide detail)

- ☐ Clean line again ASAP:
- ☐ CCTV (send results to Pretreatment if SSO is FOG related):
- ☐ Re-CCTV (send results to Pretreatment if SSO is FOG related):
- ☐ Additional work:
- ☐ Cleaning schedule change:
- ☐ Increase cleaning frequency on trouble spot list until issue is resolved/under control. Coordinate with Pretreatment prior to removing from elevated cleaning frequency (check this item if SSO is FOG related)
- ☐ Cleaning method change:
- ☐ Fog investigation:
- ☐ Repair line segment:
- ☐ Replace line segment:
- ☐ Additional comments:

[illegible]

F. NOTIFICATION DETAILS

F. NOTIFICATION DETAILS

CalOES contacted date and time (if applicable):

CalOES Control Number (if applicable):

Spoke to:

G. RECOMMENDED FOLLOW-UP ACTIONS TO PREVENT FUTURE OCCURRENCES

CURRENT PM FREQUENCY:

DATE OF LAST PM:

RECOMMENDED ACTIONS: ☐ TV

☐ RE-RUN

☐ CHANGE CLEANING SCHEDULE

☐ REPAIR LINE SEGMENT ☐ REPLACE LINE SEGMENT ☐ OTHER (describe):

NOTES:

Place completed form in Sanitary Sewer Overflow/Backup Packet Envelope and follow routing instructions.

City of Morgan Hill: Overflow Emergency Response Plan

B-5

**Sanitary Sewer Overflow / Backup Response Packet
Corporation Yard Customer Request Work Order**

[illegible]

CUSTOMER TO BE BILLED: ☐ (IF CHECKED, ATTACH COPY OF CHARGE FORM)

CUSTOMER CONTACTED: ☐ DATE/TIME: BY:

DOOR HANGER: ☐

EMPLOYEE COMPLETING REPORT:

DATE/TIME ARRIVED AT JOB:

REVIEWED BY SUPERVISOR:

DATE/TIME JOB COMPLETED:

City of Morgan Hill: Overflow Emergency Response Plan

Sanitary Sewer Overflow / Backup Response Packet
Bubbled Toilets Letter**B-6**
ENGLISH

Dear City of Morgan Hill Customer,

Thank you for informing us that your toilet bubbled while our crews were working in proximity of your property. We apologize for the inconvenience and hope that this letter will answer some of your questions about bubbling toilets.

1. Is this a health risk?

The water that came out of your toilet is potable water from the toilet bowl. Unless your toilet was in use when this occurred, this water is no different than that encountered while cleaning your toilet.

2. What is the City doing in the street?

In order to insure reliable sewer service, the City inspects, cleans, and repairs its sewer system on a continuous basis.

3. How does sewer cleaning cause my toilet to bubble?

Typical industry cleaning equipment uses high-pressure water to clean sewers. The first step is to use the high-pressure water jets to propel the hose and cleaning nozzle upstream as far as 800 feet. During this process, air within the main pipe is displaced and sometimes goes up the private lateral pipe and releases through the toilet. This can also happen during the cleaning phase, when high-pressure water is pulled downstream to the cleaning truck.

4. What causes the air to come from my toilet?

Over the years, City crews have found that the bubbling of toilets have many causes, some of which are:

- Obstructed vent pipes;
- Vent pipes that are positioned too far from the toilet;
- Lateral pipes that may be in use as the crew is cleaning (e.g. draining washing machine, draining bathtub, etc.);
- Lateral pipes that may have obstructions that are causing them to hold water (e.g. roots, grease, etc.).

5. What does City staff do, once informed of a bubbling toilet?

Once notified of a bubbling toilet, the crew leader explains to the customer what has happened, and checks to see if there is a clean-out in the customer's yard that could be opened in the future during cleaning. The crew leader then makes notes and completes paperwork that puts the address on the City's computerized notification list. In the future, crews will notice that this address was "bubbled" at one time, and, before commencing the cleaning, they will notify the occupant of the possibility of bubbling toilets. In the event the occupant is not present when the cleaning begins, the crews will attempt to open clean-outs and/or lower water pressure to avoid bubbling.

6. What can I do to prevent my toilet from bubbling?

When a sewer begins to drain slowly, it may be a sign that it needs to be cleaned or repaired. Trees and shrubs may have root structures that are entering the lateral pipe. The homeowner needs to make sure to have a clean-out for accessing the line. It is the homeowner's responsibility to keep the sewer lateral pipe in good working condition.

It is always a good idea to keep the toilet lid down when not in use, and not install carpets in the bathroom unless they can be easily removed and cleaned. For more information please call the Senior Utility Worker at (408) 776-7333.

Sincerely,

City of Morgan Hill

Ciudad de Morgan Hill: Plan de respuesta ante emergencia de desborde

Paquete de respuesta ante desborde / obstrucción del alcantarillado sanitario
Carta sobre inodoros que burbujan
B-6
ESPAÑOL

Estimado cliente de la ciudad de Morgan Hill:

Gracias por informarnos que su inodoro burbujeó mientras nuestros equipos trabajaban en las cercanías de su propiedad. Pedimos disculpas por las molestias y esperamos que esta carta responda algunas de sus preguntas sobre los inodoros que burbujan.

1. ¿Es un riesgo para la salud?

El agua que salió de su inodoro es agua potable de la taza del inodoro. A menos que el inodoro haya estado en uso cuando esto sucedió, esta agua no es diferente a la que se encuentra cuando limpia el inodoro.

2. ¿Qué realiza la Ciudad en la calle?

A fin de asegurar un servicio de alcantarillado confiable, la Ciudad inspecciona, limpia y repara el sistema de alcantarillado de manera continua.

3. ¿De qué manera la limpieza del alcantarillado provoca que mi inodoro burbujee?

El equipo industrial típico de limpieza utiliza agua a alta presión para limpiar el alcantarillado. El primer paso es utilizar el chorro de agua a alta presión para impulsar la manguera y la boquilla de limpieza contracorriente con un alcance de hasta 243,8 m (800 pies). Durante este proceso, el aire dentro de la tubería principal se desplaza y algunas veces sube por la tubería lateral privada y se libera a través del inodoro. Esto también puede ocurrir durante la fase de limpieza, cuando el agua a alta presión se arrastra aguas abajo hasta el camión de limpieza.

4. ¿Qué provoca que el aire se libere por mi inodoro?

A través de los años, los equipos de la Ciudad descubrieron que el burbujeo de los inodoros ocurre debido a varias causas, entre las cuales encontramos las siguientes:

- tubos de ventilación obstruidos;
- tubos de ventilación que se colocan demasiado lejos del inodoro;
- tuberías laterales que pueden estar en uso mientras el equipo realiza la limpieza (por ejemplo, el drenaje de la lavadora, el drenaje de la bañera, etc.);
- tuberías laterales que pueden tener obstrucciones que hacen contener el agua (por ejemplo, raíces, grasa, etc.).

5. ¿Qué hace el personal de la Ciudad una vez que se le informa de un inodoro que burbujee?

Una vez que se notifica un inodoro que burbujee, el líder del equipo le explica al cliente lo que ha sucedido y comprueba si hay un registro de alcantarillado en el patio del cliente que podría abrirse en limpiezas futuras. Luego, el líder del equipo toma notas y completa documentación para incluir la dirección en la lista automatizada de notificaciones de la Ciudad. En el futuro, los equipos notarán que en esta dirección hubo "burbujeos" en un momento y, antes de comenzar la limpieza, notificará al ocupante acerca de la posibilidad de que burbujeen los inodoros. En caso de que el ocupante no esté presente cuando la limpieza se inicia, los equipos intentarán abrir los registros de alcantarillado y bajar la presión del agua para evitar el burbujeo.

6. ¿Qué puedo hacer para evitar que mi inodoro burbujee?

Cuando un alcantarillado comienza a drenar lentamente, puede ser un signo de que es necesario limpiarlo o repararlo. Los árboles y arbustos pueden tener estructuras de raíz que entren en la tubería lateral. El propietario debe asegurarse de tener un registro de alcantarillado para acceder a la línea. Es responsabilidad del dueño de casa mantener la tubería lateral de la alcantarilla en buen funcionamiento.

Siempre es una buena idea mantener la tapa del inodoro baja cuando no está en uso y no instalar alfombras en el baño a menos que puedan quitarse y limpiarse con facilidad. Para obtener más información, comuníquese con el Trabajador de Servicios Públicos Senior (408) 776-7333.

Atentamente,

Ciudad de Morgan Hill

City of Morgan Hill: Overflow Emergency Response Plan

Sanitary Sewer Overflow / Backup Response Packet
First Responder Form**B-7**
Page 1

Fill out this form as completely as possible.

Ask customer if you may enter the home. If so, take photos of all damaged and undamaged areas.

PERSON COMPLETING THIS FORM:		PHONE:
Name: _____		DATE:
Title: _____		TIME:
TIME STAFF ARRIVED ON-SITE:		
DOES THE CUSTOMER WANT THE CITY TO CALL A CLEANING CONTRACTOR? ☐ Yes ☐ No		
IF NO, complete the Declination of Sewage Cleaning Services form.		
DID CUSTOMER CALL CLEANING CONTRACTOR? ☐ Yes ☐ No		
If YES, name of contractor:		
RESIDENT NAME: ☐ Owner ☐ Renter	IF RENT, PROPERTY MANAGER(S): OWNER:	
STREET ADDRESS:	STREET ADDRESS:	
CITY, STATE AND ZIP:	CITY, STATE AND ZIP:	
PHONE:	PHONE:	
Is nearest upstream manhole visibly higher than the drain/fixture that overflowed? ☐ Yes ☐ No		
# OF PEOPLE LIVING AT RESIDENCE:		
Approximate Age of Home:	# of Bathrooms:	# of Rooms Affected:
Approximate Amount of Spill (gallons):	Approximate Time Sewage Has Been Sitting (hrs/days):	
Numbers of Photographs or Videos Taken: ☐ Photographs ☐ Video	Where are photos/video stored?	

Attachment: Attachment A - Morgan Hill SSMP 2-2-18 Council Consideration [Revision 3] (1624 : 2018 Sanitary Sewer Management Plan)

Does property have a Property Line Cleanout or BPD?	☐ YES ☐ NO ☐ Unknown
If yes, was the Property Line Cleanout/BPD operational at the time of the overflow?	☐ YES ☐ NO ☐ Unknown
Have there ever been any previous spills at this location?	☐ YES ☐ NO ☐ Unknown
Has the resident had any plumbing work done recently?	☐ YES ☐ NO
<i>If YES, please describe:</i>	

GO TO PAGE 2

City of Morgan Hill: Overflow Emergency Response Plan

Sanitary Sewer Overflow / Backup Response Packet
First Responder Form**B-7**
Page 2**SANITARY SEWER LINE BLOCKAGE LOCATION****PLEASE CHECK THE BOXES THAT
DESCRIBE YOUR OBSERVATIONS:**

Customer Cleanout Was:

- ☐ Non-Existent
- ☐ Full
- ☐ Empty

Public Cleanout was:

- ☐ Non-Existent
- ☐ Full
- ☐ Empty

On the diagram below, indicate the location of the sewer
line and where the problem occurred.Affected
HouseUpstream
HouseDid sewage go under buildings? ☐Yes ☐No ☐Unsure**Recommended Follow-Up Action(s):**

Place completed form in Sewer Backup/Overflow Response Envelope and follow routing instructions

City of Morgan Hill: Overflow Emergency Response Plan

Sanitary Sewer Overflow / Backup Response Packet
Claims Submittal Checklist**B-8****Complete this form if there is a Sanitary Sewer Backup into/onto Private Property****Operations Manager or Designee**

1. Complete the following information:

Title: _____

Name: _____

Phone: _____

Today's Date: _____

2. Copy the items listed below and retain originals for internal archiving purposes.
3. Place the copies in the Backup Response Envelope and forward to the Risk Manager:

- ☐ Form B-2: Start Time Determination Form
- ☐ Form B-3: Volume Estimation Forms (a, b and/or c)
- ☐ Form B-4: Sanitary Sewer Overflow Report
- ☐ Form B-5: Customer Request Work Order
- ☐ Form B-7: First Responder Form
- ☐ Form B-8: Claims Submittal Checklist (*this form*)
- ☐ All photos taken: Check here if digital photographs will be forwarded separately ☐
- ☐ Any other information you feel is important in this claim

4. Go to Regulatory Notifications Packet and make all appropriate notifications.
5. Complete Form BP-9: Collection System Failure Analysis

Risk Manager or Designee

1. Verify claims packet is complete.
2. Notify York Risk Services Group

York Risk Services Group

1390 Willow Pass Road, Suite 400

Concord, CA 94520

Tiffany Roduit, Claims Specialist

Tiffany.Roduit@YorkRSG.com

(925) 349-3878 office

(925) 808-5072 cell

City of Morgan Hill: Overflow Emergency Response Plan

Sanitary Sewer Overflow / Backup Response Packet
Collection System Failure Analysis**B-9**
Page 1**To be completed by the Operations Manager or Designee***NOTE: The information contained on this form may be confidential.*

Incident Report #		Prepared By	
SSO/Backup Information			
Event Date/Time	Address		
Volume Spilled	Volume Recovered		
Cause			
Summary of Historical SSOs/Backups/Service Calls/Other Problems			
Date	Cause	Date Last Cleaned	Crew
Records Reviewed By:		Record Review Date:	
Summary of CCTV Information			
CCTV Inspection Date		Tape Name/Number	
CCTV Tape Reviewed By		CCTV Review Date	

Observations

Go to Page 2

City of Morgan Hill: Overflow Emergency Response Plan

Sanitary Sewer Overflow / Backup Response Packet
Collection System Failure Analysis**B-9**
Page 2**Recommendations**

☐	Type	Specific Actions	Who is Responsible?	Completion Deadline	Who Will Verify Completion?
	No Changes or Repairs Required	n/a	n/a	n/a	n/a
	Repair(s)				
	Construction				
	Capital Improvement(s)				
	Change(s) to Maintenance Procedures				
	Change(s) to Overflow Response Procedures				
	Training				
	Misc.				

Comments/Notes:

Supervisor Review Date

Superintendent Review Date

City of Morgan Hill CA

Overflow Emergency Response Plan

Customer Service Packet

<u>Form</u>	<u>Form Number</u>
Customer Information Letter	CS-1
Claim Form	-2
Sewer Spill Reference Guide.....	pamphlet

Instructions:

1. Review the Customer Information letter to determine actions that need to be taken immediately.
2. See the Customer Information letter for information about filing a claim.
3. Review the Sewer Spill Reference Guide pamphlet.

If you have any questions contact:

- Regarding sewer issues: Senior Utility Worker (408) 776-7333
- To obtain a claim form: City Clerk (408) 779-7259
- Regarding claim issues: City Risk Manager (408) 779-7271

This packet provided by: _____

Phone: _____

Paquete de servicio al cliente

<u>Formulario</u>	<u>Número de formulario</u>
Carta de información para el cliente	CS-1
Formulario de reclamación	-2

Print on 6" x 9" envelope
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Guía de referencia en caso de desborde del alcantarillado folleto

Instrucciones:

1. Revise la carta de información para el cliente para determinar qué medidas deben tomarse inmediatamente.
2. Consulte la carta de información para el cliente sobre cómo presentar una reclamación.
3. Revise el folleto de la Guía de referencia en caso de desborde del alcantarillado.

Si tiene alguna consulta, comuníquese con las siguientes entidades:

- Para los problemas relacionados con el alcantarillado, comuníquese con el Trabajador de Servicios Públicos Senior: (408) 776-7333
- Para obtener un formulario de reclamación, comuníquese con el Secretario de la Ciudad: (408) 779-7259
- Para los problemas relacionados con las reclamaciones, comuníquese con el Gerente de Riesgo de la Ciudad: (408) 779-7271

Este paquete proporcionado por: _____

Teléfono: _____

City of Morgan Hill: Overflow Emergency Response Plan

**Sanitary Sewer Overflow / Backup Response Packet
Customer Information Regarding Sewer Backup Claims**
CS-1
English

Dear Property Owner:

We recognize that sewer back flow incidents can be stressful. The City has prepared this brief set of instructions to help you minimize the impact of the loss by responding promptly to the situation.

The City is not responsible for cleanup charges or damages caused by blockages in the property owner's sewer line or caused by code violations. At this time, the City is investigating the cause of the loss and does not assume liability for damages. However, if our investigation determines the City is responsible for this incident, the costs you incur for reasonable and necessary cleanup will be included in the settlement of your claim. Regardless of whether you or the City is responsible for the loss, it is up to you to arrange for the repair of your property and to present a claim for consideration.

You or the property owner should immediately contact a firm for clean-up of the affected areas. If you do not know of a company to call for service, the following 24-hour emergency restoration companies are available to respond: *

Restoration Company	Location	Contact
American Technologies, Inc. (ATI)	25000 Industrial Blvd, Hayward, CA 94545	(510) 429-5000
Anderson Group International	Bay Area Service Center	(800) 994-7575
Britannia Cal Pacific	255 S Maple Ave, SSF, CA 94080	(650) 742-6490
Complete Drying	751 Laurel St #538, San Carlos, CA 94070	(650) 591-1599
Ideal Drying	1499 Evans Avenue, San Francisco, CA 94124	(800) 379-6881
Montgomery Sansom Ltd.	PO Box 2585, South San Francisco, CA 94083	(650) 777-9010
Restoration Management	6210 Goodyear Road, Benicia, CA 94510	(800) 400-5058 / (707) 750-6320
Restoration Management	4142 Point Eden Way, Hayward, CA 94501	(800) 400-5058 / (510) 315-5400
Service Master	Bay Area Regional Response Center	Ryon Hayward Cell (925) 330-3360 (888) 259-2244
Servpro	PO Box 422, San Carlos, CA 94070	(800) 737-8776 / (650) 591-4137
JM Environmental	PO Box 2189 Granite Bay, CA 95746 (no charge for travel time to Bay Area)	(916) 726-0304

* This list is provided as a **resource only** and is not to be construed as exclusive, comprehensive or limiting in any way. The City does not require or mandate the use of any of the listed firms. Qualified remediation contractors can be found in the Yellow Pages under "Water Damage Restoration" or "Fire & Water Damage Restoration."

What you need to do now:

- Contact a restoration company for clean up and removal of affected surfaces.
- Do not attempt to clean the area yourself, let the company you hire handle this.

- Keep people and pets away from the affected area(s).
- Turn off heating/air conditioning systems.
- Turn off any appliances that use water.
- Prevent any material from reaching floor vents to prevent contamination.
- Do not remove items from the area –the company you hire will handle these contents.
- If you had recent plumbing work, contact your plumber or contractor.
- Contact your homeowner's insurance carrier to report a claim.
- File a claim with the City Clerk at 17575 Peak Avenue, Morgan Hill, CA 95037 as soon as practical. The California Government Code, Sections 900 -960, requires filing a written claim and outlines specific time lines and notice procedures that must be used.
- Call the City's Claims Administrator and provide a number where you can be reached:
York Risk Services Group, Tiffany Roduit, Claims Specialist, (925) 349-3878.

Important Legal Notice: For your protection, read carefully, obtain a reliable translation, and/or consult your attorney.

Ciudad de Morgan Hill: Desbordamiento del Plan de Respuesta a Emergencias**CS-1**
Spanish**Paquete informativo de la respuesta ante desbordes**
Información del cliente sobre reclamos por desbordes cloacales

Estimado Propietario:

Somos conscientes de que los incidentes de alcantarillado de flujo puede ser estresante. La ciudad ha preparado este breve conjunto de instrucciones que le ayudarán a minimizar el impacto de la pérdida por responder rápidamente a la situación.

La Ciudad no es responsable de los gastos de limpieza y daños causados por los bloqueos en línea de la alcantarilla del propietario del inmueble o causados por violaciones de código. En este momento, la Ciudad está investigando la causa de la pérdida y no asume responsabilidad por los daños y perjuicios. Sin embargo, si nuestra investigación determina la Ciudad es responsable de este incidente, los gastos incurridos para la limpieza razonable y necesario se incluirán en la liquidación de su reclamo. Independientemente de si o de la Ciudad es responsable de la pérdida, es a usted para organizar la reparación de su propiedad y que presente una reclamación para su consideración.

Usted o el dueño de la propiedad debe inmediatamente ponerse en contacto con una empresa para la limpieza de las zonas afectadas. Si usted no sabe de una empresa de solicitar un servicio, las siguientes 24 horas, empresas de restauración de emergencia están disponibles para responder:*

Restoration Company	Location	Contact
American Technologies, Inc. (ATI)	25000 Industrial Blvd, Hayward, CA 94545	(510) 429-5000
Anderson Group International	Bay Area Service Center	(800) 994-7575
Britannia Cal Pacific	255 S Maple Ave, SSF, CA 94080	(650) 742-6490
Complete Drying	751 Laurel St #538, San Carlos, CA 94070	(650) 591-1599
Ideal Drying	1499 Evans Avenue, San Francisco, CA 94124	(800) 379-6881
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JM Environmental	PO Box 2189 Granite Bay, CA 95746 (no charge for travel time to Bay Area)	(916) 726-0304

* Esta lista se proporciona como un único recurso. La ciudad no necesita ni aprueba el uso de cualquiera de estas empresas. Esta lista no debe ser interpretado como exclusiva, completa o limitar de ninguna manera. Contratistas calificados se pueden encontrar en las páginas amarillas bajo "Restauración de daños causados agua" o "Fuego y Agua Restauración de daños causados". Sin embargo, asegúrese de contratar a una empresa con experiencia en las copias de seguridad de drenaje y los recursos suficientes para hacer el trabajo rápidamente.

Lo que necesita saber en este momento:

- Póngase en contacto con una empresa de restauración para la limpieza y eliminación de las superficies afectadas.

- No intente limpiar el área, deje que la empresa de contratar a manejar esto.
- Mantenga a las personas ya las mascotas alejados de la zona afectada (s).
- Apague la calefacción / aire acondicionado.
- Apague todos los electrodomésticos que utilicen agua.
- Evite que el material alcance respiraderos del piso para evitar la contaminación.
- No quitar elementos de la zona-la empresa que se encargará de contratar a estos contenidos.
- Si ha tenido el trabajo de plomería reciente, póngase en contacto con un plomero o contratista.
- Póngase en contacto con soporte de su seguro de propietario para presentar una reclamación.
- Presentar una reclamación ante el Secretario Municipal en 17575 Peak Avenue, Morgan Hill, CA 95037 tan pronto como sea posible. El Código de Gobierno de California, Secciones 900 -960, requiere la presentación de una reclamación por escrito y se esbozan líneas de tiempo específicos y los procedimientos de notificación que deben ser utilizados.
- Llame al Administrador de la Ciudad de Reclamaciones y proporcionar un número de teléfono donde se puede llegar: York Risk Services Group (York Grupo de Servicios de Riesgos) Tiffany Roduit en (952) 349-3878.

Aviso legal importante: Para su protección, lea atentamente el material, obtenga una traducción confiable y/o hable con su abogado.

INSERT CLAIM FORM HERE

INSERT PAMPHLET HERE

Overflow Emergency Response Plan

Public Posting

DANGER

RAW SEWAGE • AVOID CONTACT



AGUA CONTAMINADA • EVITE TODO CONTACTO

City of Morgan Hill

**Business Hours:
(408) 776-7333**

After hours and on weekends:

INSERT DOOR HANGER HERE

Appendix C

FIELD SAMPLING KIT

City of Morgan Hill: Overflow Emergency Response Plan

Field Sampling Kit Table of Contents

Form**Form Number**

Procedures for Sampling Receiving Waters and Posting Warnings after a Sewage Spill	FS-1
Sample Collection Chain of Custody Record	-2

The Field Sampling Kit contains:

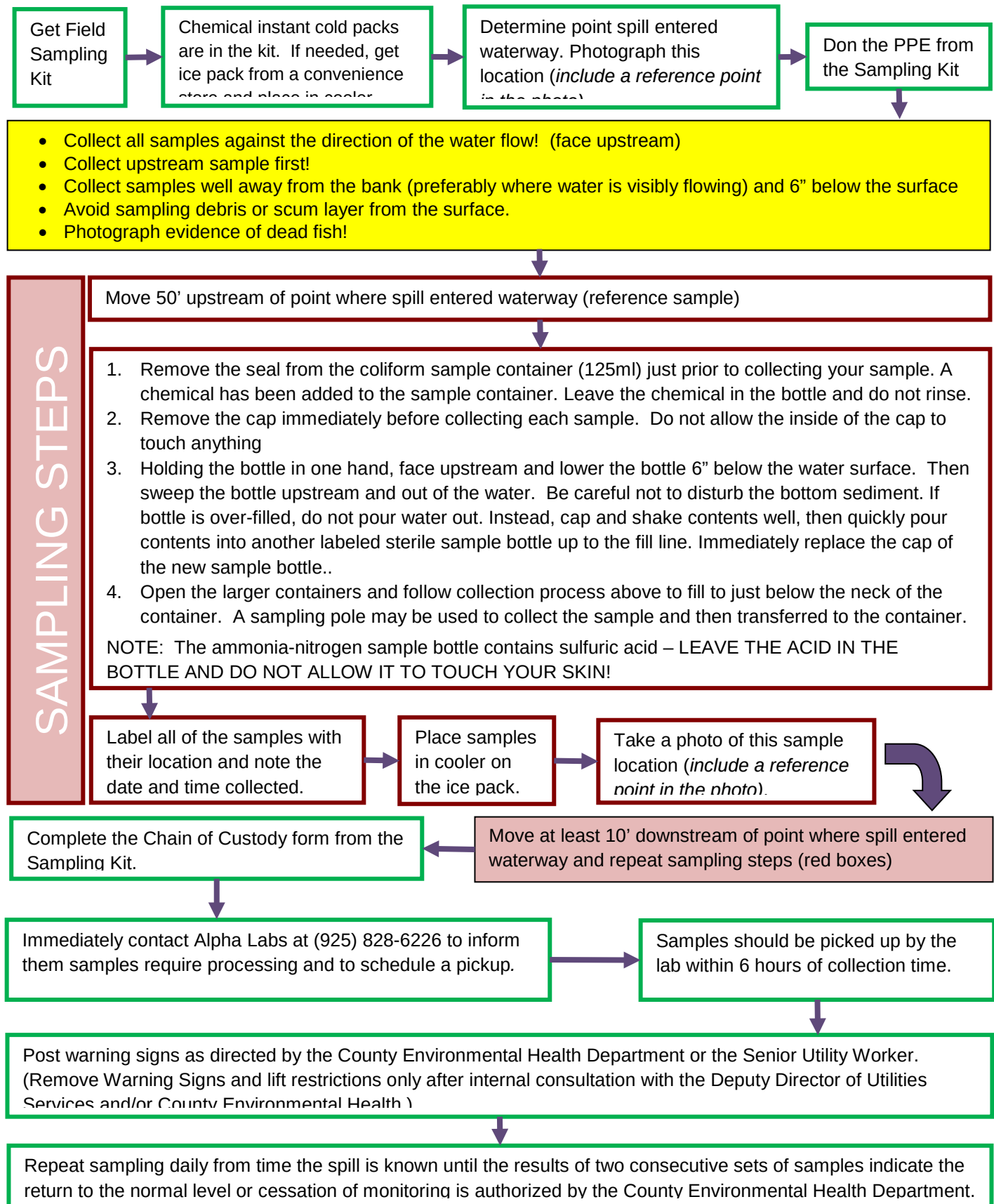
Item	Units
Small ice chest (can be used to store the kit items)	1
125ml Total Coliform Sampling Bottle preserved with Na ₂ S ₂ O ₃	3
Ammonia-Nitrogen Sample Bottle (1-liter plastic bottle preserved with H ₂ SO ₄)	3
Unpreserved 1-liter plastic bottle	3
Pair of Gloves – <i>check for holes</i>	2
Pair of Safety glasses	1
Sample Bottle Label	6
Gallon size Ziploc bag	3-4
Chain of Custody Form	1
Instant Cold Pack	5
Standard Operating Procedure	1
Waterproof Pen (<i>Sharpie</i>)	1

City of Morgan Hill: Overflow Emergency Response Plan

C-1
Side A

**Field Sampling Kit
Procedures for Sampling Receiving Waters and Posting Warnings after a Sewage
Spill**

Attachment: Attachment A - Morgan Hill SSMP 2-2-18 Council Consideration [Revision 3] (1624 : 2018 Sanitary Sewer Management Plan)



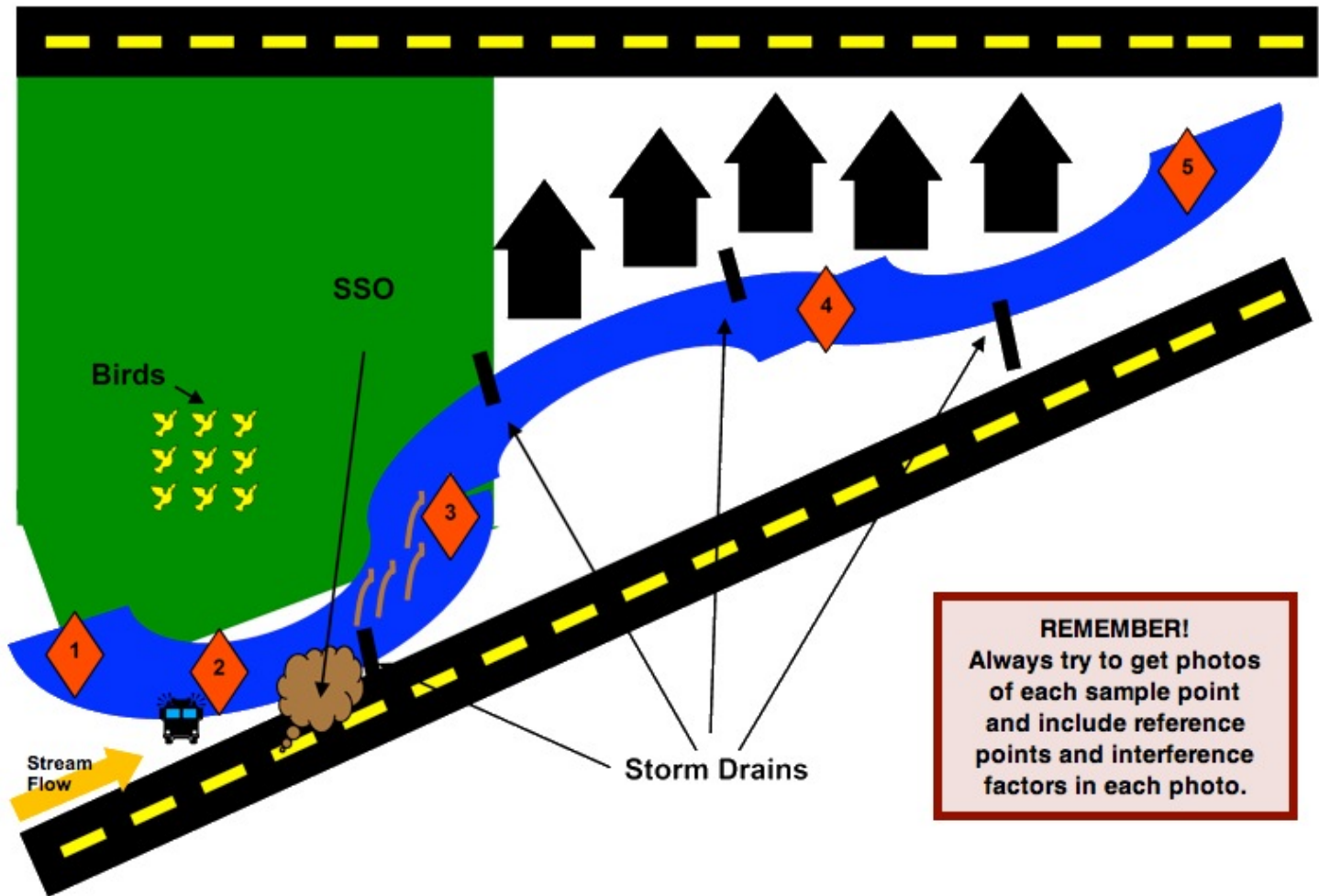
City of Morgan Hill: Overflow Emergency Response Plan

Field Sampling Kit

Procedures for Sampling Receiving Waters after a Sewage Spill

C-1
 Side B

This example is provided for illustrative purposes only! Base each sampling event on the geography, drainage and interference factors (i.e. *birds, animals, runoff, etc.*) of the area impacted. Consult the Laboratory as needed.



- 1** Sample Location 1: Baseline Sample, no observable interference from birds, animals, runoff, etc
- 2** Sample Location 2: Baseline Sample, observable interference from birds, animals, runoff, etc
NOTE: Only collect this sample if you observe any possible interfering factors upstream from the spill location
- 3** Sample Location 3: Immediately downstream of SSO entry point
- 4** Sample Location 4: Further downstream of SSO entry point – note any possible interfering factors
- 5** Sample Location 5: Further downstream of SSO entry point – note any possible interfering factors

El Dorado Irrigation District: Overflow Emergency Response Plan

Field Sampling Kit
Sample Collection Chain of Custody Record

C-2**INSTRUCTIONS TO EMPLOYEE: Complete all shaded boxes.**

Customer Name	City of Morgan Hill				PO#	
Customer Address	17575 Peak Avenue, Morgan Hill, CA 95037-4128				WO#	
Customer Telephone	(408) 776-7333	Mail Code		LAB INFORMATION	Turnaround Requirement	
Sample Location Name				Ship to:	☐ Normal (21 days)	
Lab Program Coordinator		Phone #		Ship Date:	☐ Rush: _____	
Sampled By				Courier:	☐ Other: _____	

LIMS# (Issued by Lab)	SAMPLE COLLECTION INFORMATION							# Containers	Matrix*	Analysis Requested					QA/QC Requirements	
	Date	Time	Type		Sample Location	Field pH	Field Temp			Ammonia	Enterococcus				☒	Lab Standard
			Composite	Grab											☐	Special (see attached)
			☐	☒	Upstream			2	A	☒	☒	☐	☐	☐		
			☐	☒	Entry Point			2	A	☒	☒	☐	☐	☐		
			☐	☒	Downstream			2	A	☒	☒	☐	☐	☐		
			☐	☐				2		☐	☐	☐	☐	☐		
			☐	☐				2		☐	☐	☐	☐	☐		
			☐	☐				2		☐	☐	☐	☐	☐		
			☐	☐				2		☐	☐	☐	☐	☐		

*Matrix: P = Potable Water, W = Wastewater, A = Ambient Water, G = Groundwater, S = Soil, B = Biosolids, I = Industrial, O = Other (specify in remarks)

Relinquished by	Date	Time

Relinquished to	Date	Time

Transport/Shipping Information		
☐ USPS	☐ UPS	☐ FedEx
Tracing #:		
☐ Other:		

Sample Receiving Documentation

Container intact? ☐ Yes ☐ No	Correct container? ☐ Yes ☐ No	Field preserved? ☐ Yes ☐ No	Custody tape intact? ☐ Yes ☐ No
Cooled? ☐ Yes ☐ No	Temp. Blank? ☐ Yes ☐ No (°C)	Comments:	
Sample distribution: ☐ Lab bench ☐ Ice chest ☐ Walk-in cooler shelf #		Disposal Date:	Disposed by: (inits.)
C-O-C Distribution courier	Date:	By:	☐ Lab Admin File ☐ Prog/proj Mgr. ☐ Lab Prog. Coord. ☐ Delivery courier ☐ Pick-up

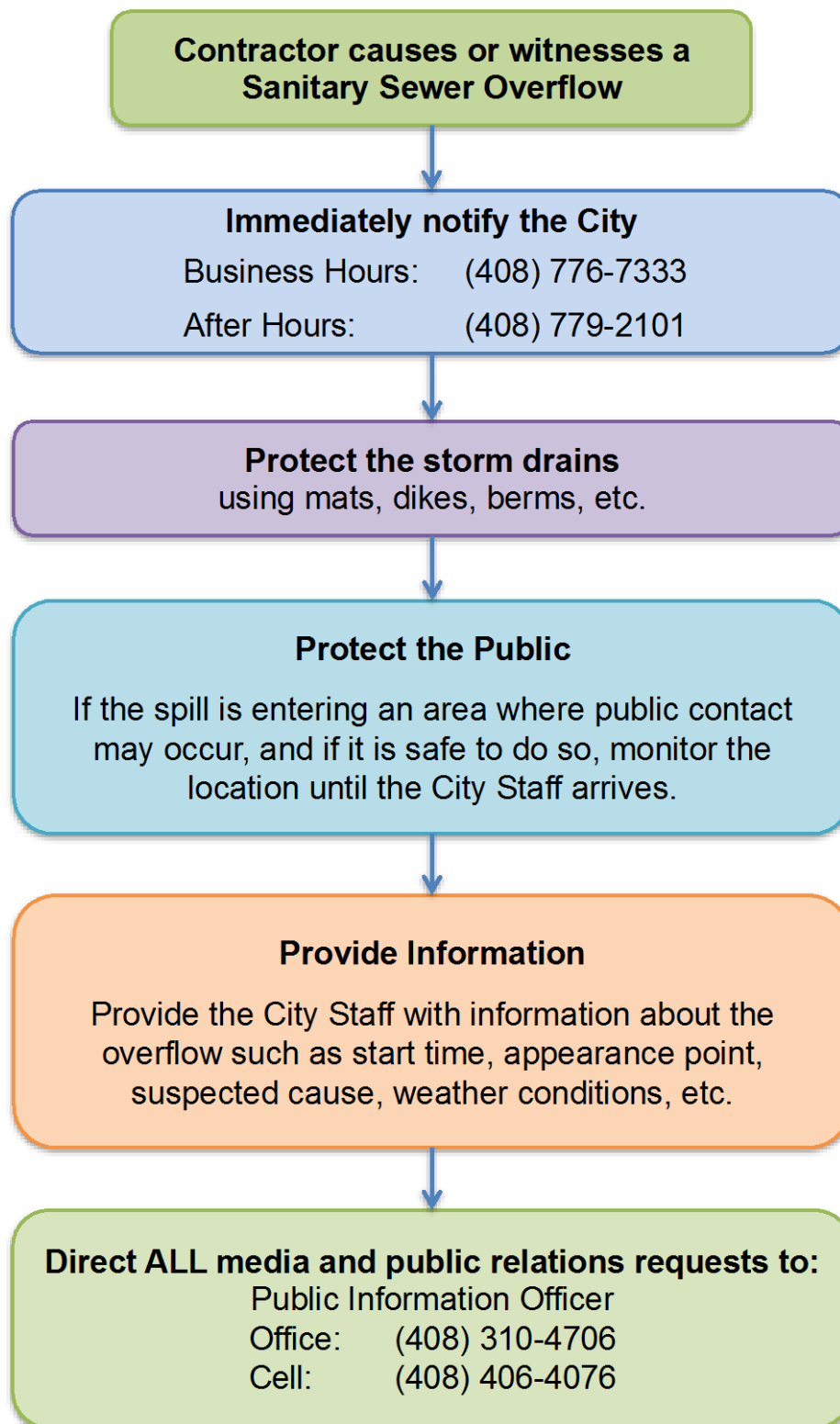
Appendix D

CONTRACTOR ORIENTATION

City of Morgan Hill: Overflow Emergency Response Plan

CONTRACTOR ORIENTATION

The following procedures are to be followed in the event that you cause or witness a Sanitary Sewer Overflow.



Sanitary Sewer Overflows

How to avoid them and what to do if you don't

What?

A sanitary sewer overflow (SSO) is a discharge of untreated human and industrial waste before it reaches the wastewater treatment facility.

SSOs usually occur through manholes, plumbing fixtures and service laterals.

Where?

SSOs are usually caused by grease, debris, root balls, or personal hygiene products blocking the sewer lines, or by unusually high flow volume.

How to prevent SSOs:

...when clearing plugged sewer laterals:

- Remove root balls, grease blockages and any other debris from the sewer
- If you can't prevent root balls, grease or debris from entering the sewer main, call us at (408) 776-7333, so we can work with you to remove the blockage and prevent blockages further downstream

...when constructing or repairing sewer laterals:

- Contact Development Services at the address listed to the right for a permit and lateral specifications.
- Check your work area. Make sure there is no debris left in the sewer line before you backfill.
- Avoid offset joints, which may make sewer lines vulnerable to root intrusion and grease

If you cause or witness an SSO, immediately contact:

**City of
Morgan Hill
(408) 776-7333**

City of Morgan Hill

Morgan Hill City Hall

17575 Peak Avenue

Appendix E

SEWER SERVICE REQUEST FORM

City of Morgan Hill: Overflow Emergency Response Plan

Public Works Service Request Form

CITY NOTIFIED BY	Name: Check here if notification was anonymous ☐	DATE:
	Telephone:	TIME:
	Address:	
	If notification was received other than by telephone, describe method of communication:	
CALL RECEIVED BY	Name:	CHECK ONE: ☐ Complaint ☐ Emergency ☐ Other:
	Job Title:	
ADDRESS OF POTENTIAL PROBLEM:		LOCATION OF POTENTIAL PROBLEM: ☐ Street ☐ Easement ☐ Backyard ☐ Other:
WHEN DID THE CALLER NOTICE THE PROBLEM? (date and time)		
DID THE CALLER INDICATE THAT THE SSO MAY HAVE REACHED WATERS OF THE STATE? ☐ YES – Describe: ☐ NO		
WHAT HAS THE CALLER OBSERVED? (e.g., odor, duration, location on property, known impacts, indication if surface water impacted, appearance at cleanout or manhole):		
IS THE INCIDENT IN THE CITY'S SERVICE AREA? ☐ YES ☐ NO – indicate responsible agency:		WAS A CREW DISPATCHED? ☐ YES - indicate date and time: ☐ NO

FORM COMPLETED BY

NOTES

NAME: JOB TITLE:	
NAME: JOB TITLE:	

Attachment: Attachment A - Morgan Hill SSMP 2-2-18 Council Consideration [Revision 3] (1624 : 2018 Sanitary Sewer Management Plan)

Appendix F

WATER QUALITY MONITORING PROGRAM

INSERT WQMP

Appendix F
WATER QUALITY MONITORING PROGRAM

City of Morgan Hill
Water Quality Monitoring Plan
1/4/18

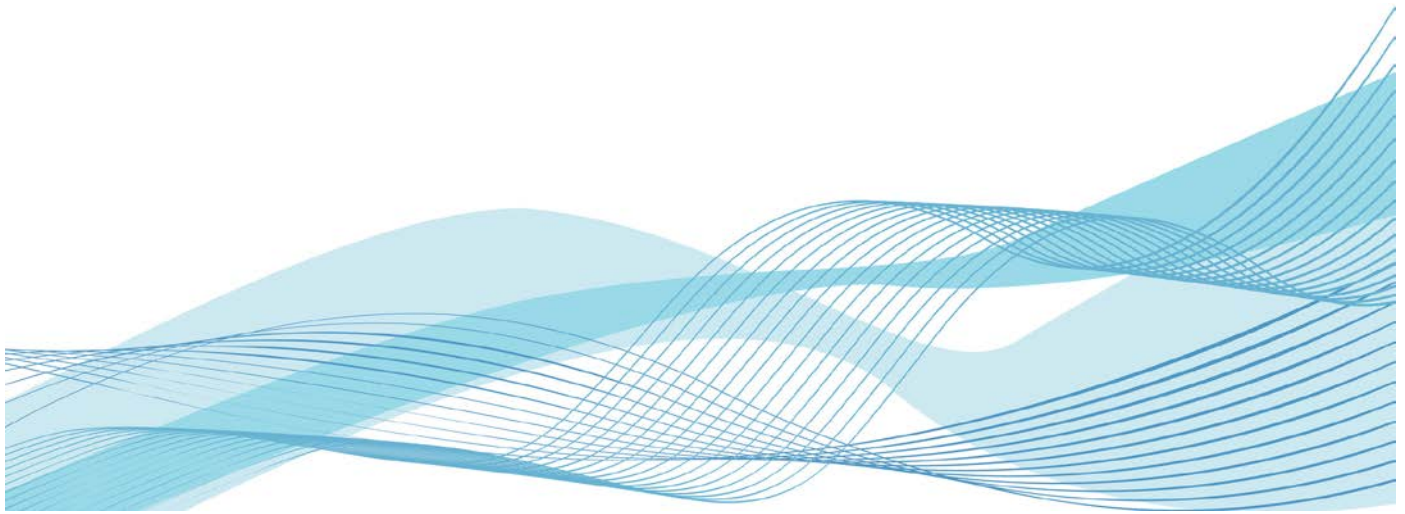


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Water Quality Monitoring Program Plan

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1. PURPOSE OF PROGRAM PLAN

The purpose of this Water Quality Monitoring Program Plan (WQMP or Plan) is to implement the requirements for sampling of sanitary sewer overflows (SSOs) greater than 50,000 gallons that reach surface waters. This plan conforms to the State Water Resources Control Board Waste Discharge Requirements Order No. 2006-0003-DWQ, Section D.7(v) and Monitoring and Reporting Program (MRP) Section D, Water Quality Monitoring Requirements issued by executive order number WQ 2013-0058-EXEC effective on September 9, 2013. This WQMP provides the City of Morgan Hill (City) policies and procedures to assure consistent conformance to the regulatory requirements and to establish procedures for City staff and contractors in their responses to large releases of sanitary sewage that reach surface waters. This WQMP is consistent with and supplemental to the City of Morgan Hill Overflow Emergency Response Plan, Element VI of its SSMP. Finally, this document will be used to coordinate training for the City's new employees and regular refresher training for existing employees.

Additionally, this Plan is also used as a guideline for monitoring and sampling requirements that may be imposed upon the City from citizen suits under the Clean Water Act (CWA) resulting in settlement agreements, stipulated orders or consent decrees that can require monitoring and sampling of sanitary sewer overflows of any kind or size. This Plan establishes procedures for the identification of sampling locations, protocols for the proper collection of samples, the chain of custody for sample collections, the handling of samples, the reporting and recordkeeping to assure the legal integrity of monitoring for compliance with regulatory requirements. The plan will also establish policies and procedures that will be used to assure proper coordination between the taking and testing of samples, as well as assure that samples taken will satisfy the local regulatory agency's Basin Plans and the unique character of the City's local service area and surface waters.

This Plan is intended to establish protocols for all sampling including when, where and how; establish the required water quality sample analyses that will be conducted; identify the access and safety requirements related to sampling considerations; and identify any local concerns that this monitoring plan should address. In addition, the Plan establishes the requirements for equipment calibration, notification requirements related to an overflow, recordkeeping requirements, staff training issues and requirements for the regular reviews and audits of the WQMP. Finally, all City forms used for water quality monitoring are included and available for use in any SSO incident.

2. DEFINITIONS

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The following definitions and acronyms are used in this Program Plan:

BACTERIA	Prokaryotic microorganisms typically a few micrometers in length, with shapes from spheres to rods and spirals
CalOES	State of California Office of Emergency Services
CALOSHA	California Division of Occupational Safety and Health
CFR	Code of Federal Regulations
CFS	Cubic feet per second
CIWQS	California Integrated Water Quality System
CSRMA	California Sanitation Risk Management Association
CWA	Clean Water Act
DH2O	Distilled Water
DEET	N,N-Diethyl-meta-toluamide
DOHS	California Department of Health Services
E. Coli	Escherichia coli (bacteria)
ELAP	Environmental Laboratory Accreditation Program

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EPA	Environmental Protection Agency
Field QC	Field Quality Control
GPM	Gallons per minute
GWDR	General Waste Discharge Requirements or WDR
GIS	Geographic Information System
LIMS	Laboratory Information Management System
LRO	Legally Responsible Official
mg/l	Milligrams per liter
ml	Milliliter
MPN	Most probable number
MRP	Monitoring and Reporting Program
NH3	Ammonia
NH3-N	Ammoniacal Nitrogen

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NPDES	National Pollution Discharge and Elimination System
OERP	Overflow Emergency Response Plan
OES	See CalOES
PPE	Personal Protective Equipment
ppm	Parts per million
QA/QC	Quality Assurance/Quality Control
RWQCB	Regional Water Quality Control Board
SOP	Standard Operating procedure
SSC	Sewer Service Charge
SSMP	Sanitary Sewer Management Plan
SSO	Sanitary Sewer Overflow
SSO GWDR	Sanitary Sewer Overflow General Waste Discharge Requirements

SURFACE WATER

All waters whose surface is naturally exposed to the atmosphere; for example, rivers, lakes, reservoirs, ponds, streams, seas, estuaries, etc., and all springs, wells, or other collectors directly influenced by surface water.

SWRCB	State Water Resources Control Board
WQMP	Water Quality Monitoring Program Plan
WQ	Water Quality
WDR	Waste Discharge Requirements
VOC	Volatile Organic Compound

3. RESPONSIBILITY

The City shall designate responsibility for all WQMP roles to appropriate classifications in the City's organizational structure to assure conformance of all activities for the monitoring of SSOs greater than 50,000 gallons reaching surface waters (Category 1 SSO), to reduce potential liability, protect public health, and to assure those responsible for this Plan are trained in their roles and responsibilities for the performance of proper protocols. It is further recognized that the proper application of this Plan will assure that all monitoring can withstand regulatory or legal scrutiny of the State, Regional Board, or from the actions of a citizen lawsuit. These roles and responsibilities are intended to be compliant with WDR Sections D.13 (vi), G and Section C.5 and D of the September 9, 2013 MRP.

The following table contains the roles and responsibilities as assigned by the City to individual classifications or service contractors of the City:

<u>Roles and Responsibility</u>	<u>Responsible Classification</u>

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Provide and document regular training on WQMP for all City classifications that have a role or responsibility in the WQMP and identified herein	Utility Operations Manager
Identification and assessment of potential impacts to local areas with surface waters that may require WQMP (i.e. aerial crossings, creeks, waterways, rivers, bays, estuaries, etc.)	Utility Operations Manager
Certification of calibration of sampling equipment and maintenance of calibration records	Utility Operations Manager
Determination of specific sampling protocols and analytic methods to be used for the City -required testing	Utility Operations Manager
Quarterly completion of the monitoring and sampling kit checklist from Appendix E.	Utility Operations Manager or designee
Annual review of all standard operating procedures related to this WQMP especially the Sample Collection procedures	Utility Operations Manager
Decision to invoke a WQMP and direct the monitoring program to conclusion	Utility Operations Manager
Selection of sampling locations	Senior Utility Worker, Water Quality Specialist or designee
Coordination of field sampling	Senior Utility Worker, Water Quality Specialist or designee
Conduct field sampling per City protocols	Senior Utility Worker, Water Quality Specialist or designee
Authorization and direction for placement of public notifications and signage	Senior Utility Worker, Water Quality Specialist or designee
Photographs of sampling and signage placed to protect public health and safety	Senior Utility Worker, Water Quality Specialist or designee
Preparation of Chain of Custody for all samples taken including proper labeling	Senior Utility Worker, Water Quality Specialist or designee
Determination of spill travel time, if applicable.	Senior Utility Worker, Water Quality Specialist or designee

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Review and evaluate lab results for termination of sampling and to determine the nature and impact of the release	Utility Operations Manager or designee
Decision to terminate sampling	Utility Operations Manager or designee
Preparation of detailed sampling location map	Utility Operations Manager or designee
Conduct sample analysis	ELAP-certified Contract Lab
Preparation of water quality sampling activities narrative for Technical Report	Utility Operations Manager
Review and Approval of Technical Report	Utility Operations Manager
Certification and placement of Technical report in the CIWQS spill reporting system.	Utility Operations Manager
Failure Analysis Investigation of all water quality monitoring from the SSO event to determine all necessary changes or modifications to the WQMP	Utility Operations Manager
Audits of the WQMP as required by City SSMP Element 10, Audit.	Utility Operations Manager
Management of Change responsibilities for the WQMP and all associated forms and documents required for use during an incident	Utility Operations Manager

It is recommended that this list of responsibilities be placed on a laminated card and kept in the Monitoring and Sampling Kit for easy access during an SSO sampling incident.

4. AUTHORITY AND REFERENCES

The authority and/or requirements for the monitoring and sampling of sanitary sewer overflows are contained in the following regulations:

1. State Water Resources Control Board Waste Discharge Requirements Order No. 2006-0003-DWQ, Section D.7(v).

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2. State Water Resources Control Board Monitoring and Reporting Program (MRP) Sections C.5 D, Executive Order number WQ 2013-0058-EXEC effective September 9, 2013
3. Standard Methods for the Examination of Water and Wastewater, 22nd Edition, American Public Health Organization et al.
4. Clean Water Act Sections 301(a), 304(h), and 501(a).
5. Code of Federal Regulations, Title 40, Part 136.

There are several applicable references that are available to assist with the Water Quality Monitoring Program as follows:

- A. Basin Plan of the Regional Water Quality Control Board
- B. Best Management Practices for Sanitary Sewer Overflow (SSO) Reduction Strategies, Central Valley Clean Water Associates and Bay Area Clean Water Agencies, December 2009
- C. City Overflow Emergency Response Plans
- D. Field Guide for Surface Water Sample and Data Collection, Air Program, USDA Forest Service, June 2001.
- E. Standard Operating Procedures for Surface Water Quality Sampling, Arizona Department of Environmental Quality, Surface Water Section, September 2012.
- F. Surface Water Sampling_AF.R3, Document Number SESDPROC-201-R3, Region 4, Environmental Protection Agency, Science and Ecosystem Support Division, Athens, Georgia, February 28, 2013.

5. IDENTIFICATION OF LOCAL SURFACE WATERS AND CHARACTERISTICS

An important element of any water quality monitoring program is the proper and thorough understanding of the service area and the various challenges the geography and sanitary sewer infrastructure of the service area present for the potential of wastewater reaching surface waters or storm water facilities. By evaluating the areas of concern in a service area such as lakes, rivers, dry creeks, aerial pipeline crossings over water ways and all storm water related infrastructure, the City can be better prepared to timely respond to any SSO reaching surface waters and to minimize the impacts of an SSO in or around local surface waters and storm water infrastructure.

A. Surface Waters of Concern

For the purposes of this Plan, surface waters are defined as all waters whose surface is naturally exposed to the atmosphere, for example, rivers, lakes, reservoirs, ponds, streams, seas, estuaries, etc., and all springs, wells, or other collectors directly influenced by surface water. In addition, the City will also identify and evaluate areas where collection system pipelines and force mains cross

over or under waterways as these crossings can require additional resources and equipment to properly address any SSO from these collection system assets.

Surface waters of concern are those surface waters with the City's service area that may be impacted by a sanitary sewer overflow from the City's sanitary sewer collection system. Prior planning, review and evaluation of potential failure mechanisms can help minimize any potential impacts to surface waters or storm water infrastructure when and if the WQMP must be invoked.

Any review of these important areas of potential surface water contamination in advance of an SSO should allow the City to be better prepared to respond to an SSO with the proper equipment and a better understanding of the procedures that may need to be invoked during the SSO such as flow rate of a creek or stream, and potential areas of significant environmental concern such as shell fish beds or fish habitats. In addition, having all storm water infrastructure located on the collection system field maps will help the City's responders quickly determine if SSOs may flow into storm drains reach and impact surface waters.

The following are the surface waters of concern within the City's jurisdiction:

- Anderson Lake
- Coyote Creek
- Llagos Creek
- Little Llagos Creek
- Fisher Creek

6. LAB SELECTION

A. Analytical Lab

Samples collected for SSO response and background monitoring purposes pursuant to Section 5.0 will be analyzed at the City's current ELAP-certified contract lab. This lab is accredited through California's Department of Public Health Environmental Laboratory Accreditation Program (ELAP). ELAP provides evaluation and accreditation of environmental testing laboratories to ensure the quality of analytical data used for regulatory purposes to meet the requirements of the State's drinking water, wastewater, shellfish, food, and hazardous waste programs. The State agencies that monitor the environment use the analytical data from these accredited labs. The ELAP-accredited laboratories have demonstrated capability to analyze environmental samples using approved methods.

B. Getting Samples to the Lab

At all times, sample hold times identified below will be observed in accordance with Section 7.0. Once samples are collected, they will be transported to the City's current contract lab.

7. SAMPLING PARAMETERS

A. Required Sampling Parameters

The RWQCB Basin Plan and/or NPDES permit set the water quality standards against which one can judge the levels of impacts of an SSO on surface waters.

In accordance with the SWRCB Revised MRP WQ 2013-0058, the following parameters will be sampled:

1. Ammonia

Ammonia-N, is a key indicator of the extent of the gross pollution of the receiving water from a SSO. Untreated wastewater or partially-treated wastewater is generally high in ammonia-N (typical 20-30 mg/L). In comparison the natural background concentration in the surface water is low, typically, less than 0.5 mg/L. Therefore, the elevated concentration of ammonia of the surface water downstream or at the site of the SSO, as compared to that upstream of the site is a reasonable indication of the extent of gross contamination from the SSO.

2. Bacteriological Indicator as specified in the local Basin Plan

Total coliform, fecal coliform and enterococci count are indicators of potential public health impacts of an SSO on the receiving waters. If the concentrations of these groups of bacteria are elevated above and beyond the natural background and/or above the RWQCB Basin Plan Water Quality Standards (objective), public notification and posting may be necessary.

It should be noted that there may be non-SSO-related causes of elevated bacteria in surface water, for example, animal sources or storm drain discharge. The upstream and/or other

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samples may reflect the extent of bacterial contamination from these other sources. Sometimes the extent of the SSO may be indistinguishable from the other natural sources beyond the City's control. This is particularly true when taking Source samples based on an estimated downstream location of the SSO plume (reference Section 7F).

Generally, if the concentrations of these groups of bacteria at the downstream or at the site of impact are within the range of the non-impacted site (i.e. upstream) or levels indicated in historical background monitoring levels, the water quality impacts of the SSO are considered insignificant.

The surface water quality objectives of these groups of bacteria for the two Regional Water Quality Control Boards having jurisdiction over the City of Morgan Hill are shown in Tables 7.1 and 7.2.

Table 7.1: SFRWQCB Water Quality Objectives for Coliform Bacteria^a		
Beneficial Use	Fecal Coliform (MPN/100ml)	Total Coliform (MPN/100ml)
Water Contact Recreation	Geometric mean < 200 90 th percentile < 400	Median < 240 No sample > 10,000
Non-contact Water Recreation ^d	Mean < 2000 90 th percentile < 4000	
Municipal Supply: • Surface Water^c • Groundwater	Geometric Mean < 20	Geometric Mean < 100 < 1.1 ^e

NOTES:

- Based on a minimum of five consecutive samples equally spaced over a 30-day period.
- Based on a five-tube decimal dilution test or 300 MPN/100ml when a three-tube decimal dilution test is used.
- Source: Report of the Committee on Water Quality Criteria, National Technical Advisory Committee, 1968.
- Based on multiple tube fermentation technique; equivalent test results based on other analytical techniques, as specified in the National Primary Drinking Water Regulation, 40 CFR, Part 1421.21 (f), revised June 10, 1992, are acceptable.

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Source: Water Quality Control Plan (Basin Plan) for the San Francisco Basin (Region 2) 2016

Table 7.2: Central Coast RWQCB Water Quality Objectives for Coliform Bacteria^a		
Beneficial Use	Fecal Coliform (MPN/100ml)	Total Coliform (MPN/100ml)
Water Contact Recreation	Fecal coliform concentration, based on a minimum of not less than five samples for any 30-day period, shall not exceed a log mean of 200/100 ml, nor shall more than ten percent of total samples during any 30-day period exceed 400/100 ml.	
Non-contact Water Recreation	Fecal coliform concentration, based on a minimum of not less than five samples for any 30-day period, shall not exceed a log mean of 2000/100 ml, nor shall more than ten percent of samples collected during any 30-day period exceed 4000/100 ml.	

Source: Water Quality Control Plan (Basin Plan) for the Central Coast Basin (Region 3) 2016

B. Sampling Parameters for City of Morgan Hill**1. Ammonia**

- Discussion: See Section 7A
- Sample Container: Plastic/glass
- Sample Type: Grab
- Sample Volume Required: 200 ml. minimum
- Hold Time: 28 days
- Preservative: Sulfuric acid
- Analytical Method: Method 4500-XX R and C, Standard Methods for the Examination of Water or Wastewater, 21st Edition

2. Total Coliform/Fecal

- Discussion: See Section 7A.2
- Sample Container: Plastic (sterile)
- Sample Type: Grab
- Sample Volume Required: 100 ml. minimum
- Hold Time: 8 hours
- Preservative: None if waters are not chlorinated
- Analytical Method: Method 9221 B, C and E, Standard Methods for the Examination of Water or Wastewater, 21st Edition

8. SAMPLING EQUIPMENT AND CALIBRATION**A. Sampling Equipment Used at the City of Morgan Hill**

The following are the sampling equipment used by the City

- Sampling pole with fixed container
- Sampling pole with removable container
- Sampling pail and rope
- Stream velocity meter
- Grab-n-Go Sample Kit containing, at a minimum:
 - o Ice pack
 - o Waterproof pen
 - o Sample labels
 - o Camera
 - o Sample bottles
 - o Distilled water for Sample Blanks
 - o Appropriate PPE

9. Sampling Procedures

A. Sample Location and Identification Procedures:

Samples will be collected by the City Sewer Crew. The most precise and accurate analytical measurements are worthless and even detrimental if performed on a sample that was improperly collected and stored or was contaminated in the process. The purpose of sampling and analysis is to provide data that can be used to interpret the quality or condition of the water under investigation.

Unfortunately, water quality characteristics are not spatially or temporally uniform from one effluent to another. A sampling program must recognize such variations and provide a basis for compensations for their effects. The sample must be:

1. Representative of the material being examined;
2. Uncontaminated by the sampling technique or container;
3. Of adequate size for all laboratory examinations;
4. Properly and completely identified;
5. Properly preserved, and
6. Delivered and analyzed within established holding times.

These six requirements are necessary for a proper assessment of water quality.

It is impossible to establish hard and fast rules concerning sampling locations. However, the following general guidelines should be applied whenever City personnel conduct surface water sampling:

1. The sampling location should be far enough upstream or downstream of confluences or point sources so that the surface water and SSO volume is well mixed. Natural turbulence can be used to provide a good mixture.
2. Samples should be collected at a location where the velocity is sufficient to prevent deposition of solids, and to the extent practical, should be in straight reach having uniform flow. All flow in the reach should be represented, so divided flow areas should be avoided and samples should be taken towards the middle of the reach where feasible.
3. Sampler must always stand downstream of the collection vessel, and sample "into the current". Care must be taken to avoid introducing re-suspended sediment into the

sample.

B. Sample Types:

Grab samples are appropriate for the characterization of surface waters at a particular time and place, to provide information about minimum and maximum concentrations, to allow for the collection of variable sample volume.

Grab samples may be collected directly into the sample container, or a clean decontaminated intermediate container may be used if a wading sample is not possible or safe. If an intermediate container is used, when in the field, double rinse the sampling device (bucket, automatic sampler) with sample water prior to collecting the sample and be sure to discard rinse water downstream of where sample will be collected. If samples are collected in a bucket and distributed a consolidation collection container, swirl the contents of the bucket as it is being poured into the consolidation collection container to avoid settling of solids (and pour in back and forth pattern – e.g., 1-2-3-3-2-1).

Grab Sample: A grab sample is defined as an individual sample collected at a given time. Grab samples represent only the condition that exists at the time the sample is collected (US EPA 1977).

Surface Grab Sample: A sample collected at the water surface (i.e. skimming) directly into the sample container or into an intermediate container such as a clean bucket. A single or discrete sample collected at a single location.

Field Blanks are used to evaluate the potential for contamination of a sample by site contaminants from a source not associated with the sample collected (e.g., airborne dust, etc.). Sterile, deionized water is taken into the field in a sealed container. This is the stock water. The stock water is then poured into the sample container. The containers and sample submission forms are labeled as “Field Blank”. The same template selected for the test samples should be used. Field blanks are subject to the same holding time limitations as samples. The appropriate FIELD QC box on the sample Chain of Custody form should be checked.

C. Decontamination Procedures

Removing or neutralizing contaminants from sampling equipment minimizes the likelihood of sample cross contamination, reduces or eliminates transfer of contaminants to clean areas, and prevents the mixing of incompatible substances.

Gross contamination can be removed by physical decontamination procedures. These abrasive and non-abrasive methods include the use of brushes, air and wet blasting, and high and low pressure water cleaning.

The decontamination procedures for the sample types and sampling equipment (other than sample bottles, which are provided to Sewer Staff in a “ready to be used” condition by the lab) used at the City of Morgan Hill may be summarized as follows:

1. Physical removal
2. Tap water rinse
4. Air dry

D. Sample Labeling and Chain of Custody Procedures

A sample is a physical evidence of a facility or the environment. An essential part of all enforcement investigations is that evidence gathered be properly documented. To accomplish this, the following sample identification and chain of custody procedures are established.

1. The method of sample identification depends on the type of measurement or analyses performed. When in-situ measurements are made, the data are recorded directly in Field Data Worksheets with identifying information, field observations, and remarks. Examples of in-situ measurements are:
 - pH
 - Temperature
 - Dissolved Oxygen
 - Stream Flow Measurement

Samples other than in situ measurements must be identified by a sample label. These samples are removed from the sample location and transported to a laboratory for analyses. Before removal, however, a sample is often separated into portions depending upon the analyses to be performed. Each portion is preserved in accordance with applicable procedures and each sample container is identified by a sample label.

2. At a minimum, the following grab samples will be collected, in duplicate:
 - Field Blank: See Section 9.B for discussion.
 - Upstream: This sample will be collected far enough upstream of the SSO's point of entry into the surface water as to be free of contaminants from the SSO. Typically, 50-feet is sufficient, but this may vary on circumstances of the spill.
 - Source: Immediate vicinity where the SSO entered the surface water. This point will actually be downstream of the actual SSO entry point for SSO's that have stopped entering the surface water to be sampled. If the SSO has stopped, calculate the approximate downstream distance from the original SSO location by dividing the time since the SSO occurred by the estimated velocity. This is the approximate downstream distance from the SSO discharge point to the "source" sampling location.
 - o See Section 9.F for information on determining velocity of the surface water in order to determine the Source sample location.
 - "Downstream" of SSO: This sample will be collected far enough downstream to be representative of the water quality of the surface water after adequate mixing of the surface water and the SSO have occurred. Typically, this location will be 50-feet downstream of the Source sample, but this may vary on the size and velocity of the surface water to be sampled.
3. Sample labels shall be completed for each sample, using waterproof ink. The information recorded on the sample tag/label includes:
 - Date: a six-digit number indicating the year, month, day of collection
 - Time: a four-digit number indicating military time of collection (e.g., 0954)
 - Sample Location: sampling location description as either Upstream, Source, or Downstream
 - Samplers: each sampler is identified
 - Parameter/preservative: the analysis to be conducted for the sample /sample preservation
4. Photos or video of each sample location will be taken, properly labeled with date, time, and view direction and a map of the photo locations completed. Photos and videos shall include relevant landmarks to identify sampling locations and their surroundings.

Due to the evidentiary nature of samples collected during enforcement investigations, possession must be traceable from the time the samples are collected until they are analyzed. To maintain and document sample possession, a Surface Water Sample Chain of Custody Record (Attachment C) must be completed. A sample is under custody if:

- It is in your possession, or
- It is in your view, after being in your possession, or
- It was in your possession and under your control to prevent tampering, or
- It is in a designated secure area.

5. As few people as possible should handle samples. The person taking the samples is personally responsible for the care and custody of the samples collected until they are transferred or dispatched properly.
6. Samples are accompanied by a chain of custody record. When transferring the possession of samples, the individuals relinquishing and receiving will sign, date, and note the time on the record. This record documents sample custody transfer from the sampler, often through another person, to the analyst at the laboratory. The samples are typically transferred to the sample-receiving custodian at the laboratory.

E. Safety Considerations

Personal safety of staff engaged in any fieldwork activity (e.g., in transit, walking or hiking, and any field activities while at the sample site) is of primary importance. Staff should never place themselves in dangerous or risky situations. Any hazards that are known by field personnel should be communicated to other members of the field crew.

Fieldwork should be postponed if there is indication that engagement in the field activity could cause bodily harm. Working during lightning storms, in heavy vegetation or poison oak, near aggressive wildlife or domestic animals, traversing steep or rugged terrain, unstable slopes or creek banks, near swiftly moving water or potential flash flood conditions, or during snowy weather is not considered "normal risk". If any member of the field crew is uncomfortable with a reasonable self-determined hazardous field condition, it is that person's responsibility to bring this to the attention of the onsite field supervisor or their supervisor. A "reasonable self-determined hazardous field condition" is defined as other than normal risk. Supervisors shall not dismiss any person's spoken concerns that field conditions are too hazardous to complete the work assignment.

The person taking the samples must have adequate protection, including protective clothing. They must wear gloves, as protection against chemical and/or bacteriological hazards, while they are sampling or handling samples that are known or suspected to be hazardous (e.g. visible solids or sheens, downstream from sewage spills, etc.), or if hands have open wounds. The type of gloves worn shall be determined by the sampling circumstance and type of pollutants expected – for instance longer gloves are needed when samples must be taken well below the surface.

When in a boat or wading in a stream, a personal floatation device shall be worn at all times. Other protective measures shall be taken in accordance with City safety procedures.

Upon arrival at a sampling site, safety equipment such as signs, cones, lights, etc. shall be set out as appropriate. Vehicles shall be parked in locations and directions to minimize traffic disruption and avoid sample contamination. Photos should be ultimately taken of the placement of all safety equipment and signage

The following guidelines apply to all fieldwork by City staff.

- No sample or measurement is worth the risk of injury.
- All staff shall use proper personnel protective gear as appropriate for the incident (e.g., life preservers, gloves, goggles, etc.)
- Field sampling crews should consist of at least two members unless otherwise approved by a supervisor.
- Be conscious of the whereabouts of rattlesnakes, mountain lions, and other dangerous animals.
- Open body wounds are entry sites for infection; take the necessary precautions for self-protection.
- If there is storm activity in the work area, wait for safer conditions to develop or postpone the sampling.
- Do not sample at night without approval from your supervisor.
- Do not trespass on private property or posted restricted public lands without prior permission and written approval from property owner or administrator.
- If strange or suspicious looking people are in the work area, either wait for them to leave or postpone the work to a later time. Do not force confrontations with strangers and back away from any confrontations with the public. Be courteous and understanding of public concerns of the situation.
- Take the necessary precautions against exposure to harmful weather conditions such as heat, wind, snow, cold, rain, etc.
- Carefully evaluate a given on-site situation to determine if the task can be performed safely.
- Wear protective footwear when entering streams.
- Do not enter the stream if the water is flowing too fast.

F. Stream Velocity Measurements

If sampling is performed after the SSO has stopped, the velocity of the impacted surface water must be determined to estimate SSO travel time and select an accurate Source sample location. One way to measure the SSO travel time is to use a velocity probe (such as a Global Water FP111-S Flow Probe) to determine the rate of flow in the water body. In cases where a water velocity probe is used, the manufacturer's instructions will be followed.

G. Grab-n-Go Sampling Kit

The City maintains a Grab-n-Go sampling kit located at Corp Yard. The kit is inspected quarterly by the Senior Utility Worker, Water Quality Specialist or designee. Additionally, any City of Morgan Hill employee utilizing the kit is responsible for decontaminating sampling equipment and field monitoring devices and replenishing the kit.

SSO Sample Collection Kit Inventory:

- Cooler
- Surface Water Sampling SOP (Attachment B)
- Ice Pack
- 9 Ammonia sample bottles, preserved (6 for samples (3 sets of duplicates), 2 for Field Blanks and 1 extra in the event of contamination, spillage of the preservative or other contingency)
- 9 Coliform sample bottles (6 for samples (3 sets of duplicates), 2 for Field Blanks and 1 extra in the event of contamination, or other contingency)
- Digital camera, with extra batteries
- Latex gloves
- Safety glasses/goggles
- Surface Water Sampling Worksheet (Attachment D)
- Sampling Pole
- Waterproof Pen
- Minimum of 20 blank sample bottle labels
- Chain of Custody form (Attachment C)
- Stream Velocity meter

H. Surface Water Maps

Maps of surface waters in the City of Morgan Hill service area that may be impacted by an SSO are located in Attachment F.

I. Follow Up Sampling

1. Sampling will be repeated every 24 hours, or as directed by the RWQCB or the Santa Clara County Environmental Health Department, until such time as one of the following criteria have been met:
 - The Environmental Health Department or the RWQCB indicates follow up sampling is no longer required, or
 - Both the ammonia and bacteria levels downstream are approximately equal to or less than the upstream levels; or

- The concentration of ammonia is at or below that of the upstream sample, or the un-ionized ammonia is below *0.16 mg/L as N*; and the concentration of fecal bacteria levels are below the applicable acute water quality objective listed in Tables 7.1 or 7.2.

J. Surface Water Sampling SOP

The Surface Water Sampling SOP, Attachment B, provides step-by-step procedures to collect samples and deliver them for analysis in accordance with Sections 6, 7 and 9.

10. NOTIFICATIONS OF REGULATORY AGENCIES

Regulatory notification requirements are located in the City of Morgan Hill Sanitary Sewer Overflow Emergency Response Plan section 11.0 (effective 11/2017).

11. TECHNICAL REPORT

The MRP requires that in the event of a 50,000 gal or greater overflow spilled to surface waters, the City must prepare and submit an SSO Technical Report that includes a description of all water quality sampling activities conducted, a location map of all water quality sampling points, and the analytical results and evaluation of the results, pursuant to Section B.5 of the MRP. In addition, this report must be submitted to the CIWQS Online SSO Database within 45 days of the end of the SSO and must be certified by the City's Legally Responsible Official.

12. RECORDKEEPING

All sampling related records associated with this WQMP should be contained in the appropriate SSO Incident file designated with a specific locator record number. These records shall include at least the following documents related to the WQMP:

- A narrative description of water quality sampling activities associated with the event.
- Timeline of the sampling activities until sampling is terminated.
- All surface water sampling worksheets.
- Computations of spill travel time in surface waters, if appropriate.
- Chain of Custody for all samples.
- Sampling Map of all sample locations.
- All photos or video showing sampling activities.
- Final analytical results from the certified laboratory conducting the sample analysis along with an Agency evaluation of the results to determine the nature and impact of the release.
- Failure analysis reviews of the WQMP including recommendations for changes and modifications.

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- Calibration records for specific equipment used in the sampling processes.
- Notification documentation for all public and private agencies involved with or requiring monitoring related to final sample results.

The City shall maintain all records including records from service contractors associated with this WQMP as part of the file records for an SSO as required by the WDR and MRP. These records shall be maintained for a minimum period of five-years from the end date of the SSO unless required by regulatory enforcement action, request of the State or Regional Board or as support for claims litigation resulting from the SSO. All records associated with the SSO shall be destroyed upon reaching the end of the file retention period or as otherwise required by the Regional or State Board.

Samples of all City forms and records used in this WQMP are included as attachments.

13. TRAINING

Training will be provided in accordance with Table 13.1.

Table 13.1 City of Morgan Hill surface water sampling training program	
Who Is Trained To Collect Surface Water Samples?	Sewer Crew
Training Curriculum	at a minimum, training shall include: • The City of Morgan Hill Water Quality Monitoring Plan • Sampling technique, including hands on practice • Sampling equipment calibration, use and decontamination procedures, including hands on practice • Sampling safety • Completion of the Sampling Equipment Calibration/Maintenance Log, Surface Water Sampling Report and Chain of Custody
Training Documentation	Attendees shall be required to sign-in to all training on the appropriate forms used by the City of Morgan Hill.
Refresher Training Frequency	Annual
Who is Responsible for Ensuring Training Occurs?	Utility Operations Manager
Required Training Records	Employee training sign in log

City of Morgan Hill
Water Quality Monitoring Program Plan

Who is Responsible for Maintaining Records?	Utility Operations Manager or designee
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14. INTERNAL REVIEW AND UPDATE OF THE WQMP

The WQMP is a requirement of the WDR and MRP regulations and therefore the WQMP must be adopted by the City governing board when completed and thereafter at the same time as the new adoption of the SSMP every five years or when major changes to the SSMP are required. Internal reviews of the WQMP should be conducted at a minimum with City SSMP audits or with a failure analysis following a SSO event requiring the use of this WQMP. This latter evaluation should be used to determine if any procedures or program changes would improve the WQMP.

The internal review of the WQMP must include a thorough review of the then existing WQMP against actual performance by the agency staff and testing laboratory during and after the event. All documents associated with the water quality sampling should be reviewed and included in the SSO file and compared to the requirements in this Plan. Particular attention should be given to all dates and times associated with the monitoring, proper tests in support of the Regional Board Basin Plan, proper completion of the Chain of Custody, equipment calibration documentation of all equipment used for sampling and available photographs or video of the sampling processes, review and sign-offs by all responsible parties, review of the sampling locations map, final lab results and the certification report that the Technical Report was submitted within 45 calendar days of the end of the SSO to the CIWQS system.

In addition, the City should also conduct regular reviews of the WQMP at least annually or along with the bi-annual SSMP Audit required by the WDR. The review should be undertaken to determine that all information in the Program is current, that all classification responsibilities have not changed, that all forms are still appropriate and that all contract relationships with testing laboratories, if not associated with the agency, are still current and available 24 hours per day and 7 days per week. The review should also include a review of the Regional Board Basin Plan to assure continuing conformance with the Basin Plan.

This internal review should be conducted by senior management of the collection systems personnel, laboratory management and any outside contract laboratory services subsequent to any event or once per year if the WQMP has not had to be invoked during the preceding year.

Finally, a schedule and assignment of responsibility for completion of the recommended changes should be prepared along with additions to the SSMP Change Log for these changes and modifications of the WQMP.

CHANGE LOG

The new MRP, Section E.3 requires that all changes to the Sanitary Sewer Management Plan be recorded and documented using an SSMP Change Log indicating what section is being change, a description of the changes, and the person or persons authorizing the changes. Because the WQMP is required by the WDR and MRP, it is also necessary that changes to the WQMP be

City of Morgan Hill
Water Quality Monitoring Program Plan

included in the documentation of changes to the SSMP. Any changes resulting from Section 14 above should be added to the Change Log of the SSMP upon implementation and adoption of the changes as required by the WDR.

ATTACHMENT A
Water Quality Monitoring Plan Change Log

**City of Morgan Hill
Water Quality Monitoring Program Plan**

Water Quality Monitoring Plan Change Log

Date	Section(s) Changed	Summary of Change	Approved (signature)

Attachment: Attachment A - Morgan Hill SSMP 2-2-18 Council Consideration [Revision 3] (1624 : 2018 Sanitary Sewer Management Plan)

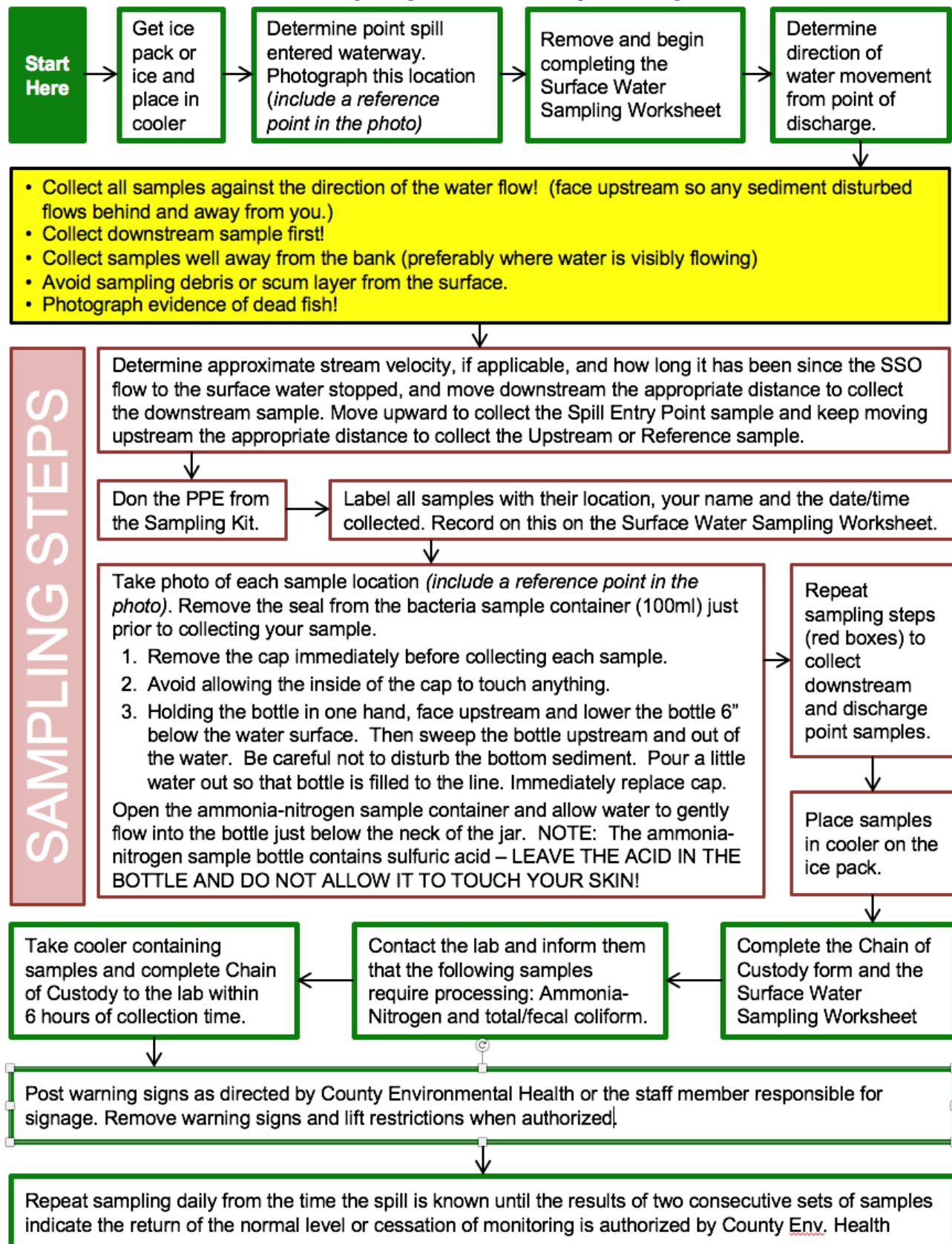
City of Morgan Hill
Water Quality Monitoring Program Plan

Attachment: Attachment A - Morgan Hill SSMP 2-2-18 Council Consideration [Revision 3] (1624 : 2018 Sanitary Sewer Management Plan)

ATTACHMENT B
Surface Water Sampling SOP

**City of Morgan Hill
Water Quality Monitoring Program Plan**

Surface Water Sampling Standard Operating Procedure



ATTACHMENT C

Sample Collection Chain of Custody Record

City of Morgan Hill Water Quality Monitoring Program Plan
Surface Water Sample Collection Chain of Custody Record

Customer Name				☐	Hazardous Waste	PO#	
Customer Address				☐	Unknown Material	WO#	
Customer Telephone		Mail Code		CONTRACT LAB INFORMATION			Turnaround Requirement
Program Name				Ship to:			☐ Normal (21 days)
Lab Program Coordinator		Phone #		Ship Date:			☐ Rush: _____
Sampled By				Courier:			☐ Other: _____

LIMS# (Issued by Lab)	SAMPLE COLLECTION INFORMATION						# Containers	Matrix*	Analysis Requested					QA/QC Requirements		
	Date	Time	Type		Sample Location	Sample Label ID			Ammonia	Total and Fecal Coliform				☒	Lab Standard	
			Composite	Grab										☐	Special (see attached)	
															Remarks/Notes	
			☐	☒	Upstream		2	A	☒	☒	☐	☐	☐			
			☐	☒	Entry Point		2	A	☒	☒	☐	☐	☐			
			☐	☒	Downstream		2	A	☒	☒	☐	☐	☐			
			☐	☒	Field Blank		2	O	☐	☐	☐	☐	☐	Sterile dionized water		

*Matrix: P = Potable Water, W = Wastewater, A = Ambient Water, G = Groundwater, S = Soil, B = Biosolids, I = Industrial, O = Other (specify in remarks)

Relinquished	Date	Time

Relinquished to	Date	Time

Transport/Shipping Information		
☐ USPS	☐ UPS	☐ FedEx
Tracing #:		
☐ Other:		

City of Morgan Hill Water Quality Monitoring Program Plan
Surface Water Sample Collection Chain of Custody Record

Sample Receiving Documentation

Container intact? ☐ Yes ☐ No	Correct container? ☐ Yes ☐ No	Field preserved? ☐ Yes ☐ No	Custody tape intact? ☐ Yes ☐ No
Cooled? ☐ Yes ☐ No	Temp. Blank? ☐ Yes ☐ No (°C)	Comments:	
Sample distribution: ☐ Lab bench ☐ Ice chest ☐ Walk-in cooler shelf #		Disposal Date:	Disposed by: (inits.)
C-O-C Distribution Date: By:		☐ Lab Admin File ☐ Prog/proj Mgr. ☐ Lab Prog. Coord. ☐ Delivery courier ☐ Pick-up courier	

ATTACHMENT D
Surface Water Sampling Worksheet

Surface Water Sampling Worksheet

City of Morgan Hill
Water Quality Monitoring Program Plan

Sample Date:	Sample Time: ☐ AM ☐ PM	Sample Location:	
Sampler(s)' Name(s):			
Sampler(s)' Signature(s):			
What is being sampled? ☐ Stream ☐ Pond ☐ Lake ☐ River ☐ Other:		If the SSO was not actively entering the surface water during sampling: A. Stream Velocity: _____ CFS B. How Long Has the SSO NOT Been Entering the Surface Water? _____ minutes X 60sec/min = _____ seconds C. How Far Downstream Did You Travel to Collect the SOURCE Sample? (A X C = Feet): _____ feet D. Explain why you travelled a different distance, if you did, to collect the source sample:	
Weather at time of sampling: ☐ Sunny ☐ Overcast ☐ Sprinkling ☐ Raining ☐ Snowing			
Was the SSO actively entering the surface water during Sampling? ☐ YES ☐ NO If no, complete A-D in the gray box to the right →			

Sample Location	# of Samples*	Photo ID# of Sample Location	Visual Observations and/or Interferences
Upstream			
Source			
Downstream			
Field Blank			

* Minimum of 2 per location

FINISH CHECKLIST	NOTES / OBSERVATIONS
☐ All Samples Labeled with: ☐ Date: a six-digit number indicating the year, month, day of collection	

Surface Water Sampling Worksheet

City of Morgan Hill
Water Quality Monitoring Program Plan

☐ Time: a four-digit number indicating military time of collection. e.g. 0954 ☐ Sample Location: Upstream, Source, or Downstream ☐ Samplers: each sampler is identified ☐ Parameter/preservative: analysis to be conducted for sample/sample preservation ☐ Chain of Custody Completed ☐ Samples on Ice in Cooler ☐ Pictures Taken of Each Sample Location and the Photo ID/# Noted Above ☐ All Sampling Equipment Collected	
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ATTACHMENT E

Technical Report

**City of Morgan Hill
Water Quality Monitoring Program Plan**

Technical Report

Outline

1. Introduction

Agency/system description

2. SSO Technical Report - Contents and Responses

a. Causes and Circumstances of the SSO

- i. Detailed explanation of how and when SSO was discovered
- ii. Diagram indicating SSO "Cause point", appearance point, and final destination (use attachments, maps and diagrams as needed)
- iii. Detailed description of methodology employed and available data used to calculate the SSO volume and any volume recovered
- iv. Detailed description of the cause(s) of the SSO
- v. Copies of the original field crew records used to document the SSO (attachment)
- vi. Historical maintenance records for the lines involved in the cause of the SSO (attachment)

b. Agency's Response to the SSO

- i. Chronological narrative description of actions taken by agency to terminate the SSO
- ii. Description of how the OERP was implemented to respond to and mitigate any impacts of the SSO
- iii. Final corrective action(s) completed and/or planned, including a schedule for actions not yet completed

c. Water Quality Monitoring

- i. Description of all water quality sampling activities conducted, including analytical results and evaluation of the results
- ii. Detailed location map illustrating all water quality sampling points

3. Conclusions

**City of Morgan Hill
Water Quality Monitoring Program Plan**

**ATTACHMENT F
SURFACE WATER MAPS**

Attachment: Attachment A - Morgan Hill SSMP 2-2-18 Council Consideration [Revision 3] (1624 : 2018 Sanitary Sewer Management Plan)

**City of Morgan Hill
Water Quality Monitoring Program Plan**

Appendix G: Listing of SSMP Activities and Deadlines

**City of Morgan Hill
Sanitary Sewer Management Plant
List of Activities and Deadlines
December 2017**

Page Number	Schedule Date	Deliverable Description	Assigned Responsibility
30	7/19	Conform and repair sewer system maps	
31	6/18	Train City staff on new SOPs	
32, 52	12/19	Prepare SOP for addition/removal of lines from high frequency list	
	10/18	Update City website with SSMP & supporting documents, municipal code, and State reporting websites.	
	12/22	Complete repair and replacement projects defined in 2017 Master Plan	
34	12/20	Design, construct and operate new parallel sewer trunk	
35	7/19	Develop standard return frequency for full pipe assessment	
	10/20	Complete a condition assessment of collection system	
36	7/19	Develop manhole inspection program	
38	7/19	Update force main materials column in Table IV-4	
38	Annually	Inspect/document force main alignments	
41	7/19	Develop siphon condition and maintenance program	
42	Annually	Conduct staff training - SSMP, OERP, WQMP	
42	Annually	Conduct field exercise on volume estimation/containment	
42	Annually	Conduct confined space entry training and certification	
44	7/19	Evaluate need for City lift station standards/details	
54	7/22	Update sewer system master plan	
54	7/22	Update SSMP, OERP and WQMP	
54	7/22	City Council adoption of SSMP revisions - every five years	
56	Annually - FY	Evaluate collection system performance	
57-60	Annually - FY	Update performance graphs and tables Element IX	
61	Annually - FY	Place Annual Performance Report in Appendix A	
63	7/19, 21, 23, 25	Conduct biannual SSMP Audit	
63	7/19, 21, 23, 25	Prepare certified SSMP Audit Report - File App B	
63	7/19, 21, 23, 25	Update SSMP Change Log	
64	19, 24, 29, etc.	Revise/adopt SSMP by City Council	
65	Annually - FY	Prepare/Submit Collection System Performance Report to City Council	
65	As needed	Document all communications/meetings with SCRWA	

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MORGAN HILL APPROVING THE SANITARY SEWER
MANAGEMENT PLAN**

WHEREAS, the State Water Resources Control Board Order No. 2006-0003- Statewide General Waste Discharge Requirements (WDR) for Sanitary Sewer Systems requires the preparation of a Sanitary Sewer Management Plan (SSMP); and

WHEREAS, the City of Morgan Hill owns and operates a sanitary sewer collection system subject to the WDR requirements of the State; and

WHEREAS, the City has revised and updated its SSMP; and

WHEREAS, the revised SSMP was presented to the City Council at a regularly scheduled Council Meeting on, February 21, 2018 allowing for public input prior to consideration and adoption; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morgan Hill to approve the SSMP as required by the State Water Resources Control Board Order No 2006-0003-Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 21st day of February 2018 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNCIL MEMBERS:
COUNCIL MEMBERS:
COUNCIL MEMBERS:
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 City Council Meeting of February 21, 2018.

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

DATE: _____

IRMA TORREZ, City Clerk

Attachment: Attachment D - SSMP Reso (1624 : 2018 Sanitary Sewer Management Plan)



CITY COUNCIL STAFF REPORT

MEETING DATE: February 21, 2018

PREPARED BY: Chris Ghione, Community Services Director

APPROVED BY: City Manager

DOWNTOWN SPECIAL EVENTS AND STREET CLOSURES

RECOMMENDATION(S)

Approve the proposed revised Downtown Special Events Street Closure Policy.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
 Maintaining Fiscal Responsibility
 Supporting Our Youth
 Seniors
 and Entire Community
 Preserving and Cultivating Public Trust

2018 Strategic Priorities

Economic Development and
 Telecommunications

POLICY CONSIDERATIONS:

The City regularly closes streets within the Downtown area for special events. This practice has been in place for many years for both large scale festivals and smaller one-day events. With the recent Downtown investment made by the City, requests for event closures in Downtown and on Third Street, continue to increase. Closing streets for these events supports the City's Economic Blueprint but, can be inconvenient to Downtown residents living within event areas. Historically, the City and event organizers have worked with local residents and businesses to minimize the impact of events. More recently, residents on Third Street have communicated their continued concern with events limiting their vehicular access.

Due to the increased demand for Downtown events, it is now appropriate for the Council to consider establishing a policy that will provide the framework for staff, Downtown residents and businesses, and event organizers. It is highly recommended that the City Council discuss the following policy considerations during its review of the proposed Downtown Special Event Street Closure Policy (Attachment 1).

- Should Third Street continue to be identified as a primary location for mid-size events Downtown?
- Should the proposed criteria outlined in the policy be implemented to attempt to limit the full closures of streets in the Downtown to only those events that require full closures?

- Do the Third Street specific considerations outlined in the proposed policy attempt to meet resident needs while still allowing for events?

REPORT NARRATIVE:

The City Council received this item on October 4, 2017. After the October 4 Agenda was posted, but before the Council meeting, a resident of Third Street requested the item be rescheduled to allow the resident to attend the meeting and speak on the item. Council Members received the item and made several comments, including:

- A suggestion was made to limit the number of events during the “Peak Season” months – May through September.
- The vision for Third Street is to have a place for the community, but the City also needs to respect the residents and businesses there.
- Ensure the policy does not stifle events.
- There was discussion on the attendance number requirements within the policy. Ultimately there appeared to be some comfort level from the Council with the numbers after discussing the flexibility incorporated into the policy for new events and the opportunities for smaller events to be held with partial or no street closures.
- A request that the policy indicate that decisions could be appealed to the City Council.

Subsequently, an updated policy was brought forward to the City Council on December 6, 2017. The City Council did not approve the policy and provided direction to staff to continue to work on the policy to better support Third Street residents’ needs.

Staff has worked with a key resident on Third Street who has had reservations about the policy. The revised policy includes several additions to accommodate Third Street residents. These include:

Third Street Specific Considerations

- Full Third Street closure permits may only be issued for events that need the entire street area for event space, as determined by the City Manager. For events that do not need the entire area, a partial closure may be permitted for a portion of the space, allowing for resident only vehicle access.
- For events that meet the criteria for a full closure of Third Street the following will be required of event organizers:
 - Provide reserved resident parking spaces in numbers equaling two cars per residence at adjacent public parking.
 - Provide accessible access from the designated reserved parking spaces through the event to each residence.
 - Provide parking security, by a professional security firm, that will allow only parking by Third Street residents with resident passes issued by the City.

Notification of Residents and Businesses of Downtown Street Closures

- The City shall establish and maintain a Downtown event notification email list. Residents and businesses shall be able to opt in to this email list via the City website.
- Notification of events and street closures shall be sent out via email from the City to residents at the time of event application.
- Events proposing street closures must submit event applications 30 days in advance of an event or pay to the City a \$500 late submission fee.
- Event organizers shall deliver hard copy notifications to impacted residents and businesses a minimum of two weeks in advance of the planned event.
- Each event organizer shall provide an event contact person with an associated cell phone number to residents during the duration of the event.

Downtown Event Clean-up

- Event organizers shall be required to leave the event areas clean and litter free.
- An after-event inspection shall be conducted by City staff on the next regular work day or as soon as feasible following each event.
- Event organizers shall pay a \$500 refundable deposit prior to each event. The deposit shall be withheld if cleanup following the event is not completed to the standards identified in the organizers special event permit.

In addition to discussion with the Third Street residents, staff has discussed these proposed updates to the policy with the Morgan Hill Downtown Association and shared the information with local event organizers. City staff have been informed by the local resident that these updates are not acceptable, and the preferred solutions would include the City taking over direct management of security, parking management, and providing on site on-call staffing during events. Alternatively, prohibiting events on Third Street would be a solution for this resident.

City has long facilitated special events by allowing the closure of City streets to be used as event space. The vast majority of the special events requiring street closures are located in Downtown Morgan Hill. Many long-standing events such as the Taste of Morgan Hill, Fourth of July Parade, and Mushroom Mardi Gras attract tens of thousands of visitors, while some more recently started events have been attended by thousands.

Chapter 12.16 of the Morgan Hill Municipal Code, Events on Public Property, provides the framework for the use of public property for event purposes. The issuance of special event permits is coordinated by the City's Community Services Department and approval of major events (including those with street closures) is made by the City Manager. The purpose of this item is to further obtain clarification from the City Council relating to street closures for special events in the Downtown area.

The recent City downtown placemaking investment has increased the viability of the Downtown as a desirable event venue. When Third Street was first renovated, it was designed to be an area where special events could be accommodated. The recent addition of the parking structure and adjacent plaza area have furthered this concept. Specific details of Third Street make it very conducive for special events, including: sidewalks even with the street, numerous power supply locations, and a standard traffic

control/street closure plan that is easy to implement. Furthermore, the approved, future private development has been designed to allow for continued special event use on Third Street.

Third Street is home to five houses, several businesses, and in the near future, condos/townhomes. Business owners, property owners, and residents have expressed their concerns regarding the closures of Third Street that prevent them from accessing their homes and/or properties via vehicle during the events. These concerns include convenience of access, safety, and health considerations. Accommodations have been made by event organizers (most notably, nearby resident parking) and the City's Fire Department has assured the residents of response in an emergency during events. However, residents expressed their desire to eliminate regular closures of Third Street.

City staff is recommending the Council approve the proposed Downtown Special Event Street Closure Policy. The policy is designed to allow events to continue in the Downtown and specifically on Third Street, but also provide that specific criteria be met for those events, before a special event permit is considered. The proposed policy criteria include:

Attendance Levels:

1. Regularly occurring special events established prior to the development of this policy shall be allowed to continue in their currently used locations regardless of attendance levels provided they continue to meet requirements outlined in the Municipal Code and all health and safety requirements outlined in the special event permit process.
2. Proposed closures of Monterey Road through the Downtown will only be considered for events with anticipated attendance of over 1,000 and of major community significance as determined by the City Manager.
3. Proposed full street closures for other streets in Downtown shall only be considered for events with anticipated attendance of 500 or greater. First time events with anticipated attendance under 500, but with future growth planned over the next 5 years, may also be permitted at the discretion of the City Manager.
4. Partial closures of Third Street shall be permitted for uses with anticipated attendance less than 500 and of community significance as determined by the City Manager.

Street Closure Traffic Considerations:

1. Event permits shall not be issued for events that request full closure of Monterey Road during peak traffic hours, as determined by the City Engineer.
2. Event permits may be issued for events that request a closure of one side of Monterey Road during peak traffic hours, if it is the side of road that is reverse traffic, as determined by the City Engineer.

3. Staff will work with event organizers to develop event plans that take into consideration parking needs of residents and space needs of event organizers.

The components of the policy are designed to continue to support events in the Downtown area, while allowing for street closures only for events that bring larger numbers of people. The special event permit review process involving street closures is time intensive for City staff and has greater impact on Downtown businesses and residences. In recognizing this, the minimum attendance numbers in the policy were developed. In response to the previous direction from the City Council, staff has attempted to develop more flexibility in the criteria for full closures for smaller events and those only closing a portion of Third Street.

COMMUNITY ENGAGEMENT: Collaborate

City staff have spent considerable time discussing the policy considerations with one of the Third Street residents that has ongoing concerns with the policy and events on Third Street. The resident was not willing to meet with City staff and preferred all conversations to take place via email. The resident has also requested the meeting to discuss the policy be postponed to a later date.

Following the proposed updates discussed with the resident, City staff met with a representative of the Morgan Hill Downtown Association to discuss. Additionally, the policy considerations were shared with local event organizers.

Last year, staff hosted a Community Meeting on August 16, 2017, sent out emails to the Downtown area, and specifically to Third Street residents and event organizers. City staff also mailed letters to residents and businesses in the Downtown area. During the public engagement, several suggestions relating to special events in general were provided by residents and businesses. These general suggestions for process improvements were taken into consideration by staff and many will be utilized to improve the current process (Attachment 2).

Development of the Third Street area and adjacent plaza was discussed at length with the community prior to and during the recent construction Downtown.

ALTERNATIVE ACTIONS:

The City Council may elect to make changes to the proposed policy or provide staff with additional direction. Should the Council elect to set a limit on the number of events per month or week on Third Street, it is recommended that the limit be no less than three full closures per week or seven closures per month to allow for one weekly event and two days of closure for a major event per month. It is also recommended that a limit only apply to events where a full closure eliminates vehicle access for residents.

City staff do not recommend that the City take the lead on direct event management responsibilities, including clean-up and on-site event coordination with residents. These services would require the City to take on new costs or pass on costs to event organizers who often manage these responsibilities with volunteers. The Police

Department can always be reached to respond to emergency event needs and are involved in the planning and coordination of all special events Downtown.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council reviewed the proposed policy on June 21, October 4, and December 6, 2017 and staff has revised the policy based on Council direction following each of those meetings. Prior to this, the City Council previously updated Chapter 12.16 of the municipal code, relating to special events, on June 16, 1999.

FISCAL AND RESOURCE IMPACT:

There is no direct fiscal impact associated with the proposed policy. Special events support the inclusiveness, tourism, and economic development goals of the City.

CEQA (California Environmental Quality Act):

Categorical Exemption

The policy for Downtown Street Closure is categorically exempt under CEQA, specifically pursuant to Section 15301 of the CEQA Guidelines (Existing Facilities), as the subject policy involves the operation and permitting of existing City facilities involving negligible or no expansion of use of those facilities.

LINKS/ATTACHMENTS:

1. Draft Downtown Event Policy 2.21.18
2. Proposed SEP process enhancements

CITY OF MORGAN HILL

CITY COUNCIL POLICIES AND PROCEDURES

CP-17-XX

SUBJECT: DOWNTOWN STREET CLOSURES

EFFECTIVE DATE: February 21, 2018

ORIGINATING DEPARTMENT: *COMMUNITY SERVICES DEPARTMENT*

PURPOSE

Chapter 12.16 of the Morgan Hill Municipal Code, Events on Public Property, outlines requirements for special events and the associated permit process. The primary purpose of this policy is to provide guidance to staff in the issuance of special event permits that close streets in Downtown Morgan Hill.

POLICY

In recognition of the economic and community benefits of facilitating events in the Downtown area, while taking into consideration the residents whom which these events impact, the City Council establishes the following guidelines for use in the issuance of special event permits.

Attendance Levels

1. Regularly occurring special events established prior to the development of this policy shall be allowed to continue in their currently used locations regardless of attendance levels provided they continue to meet requirements outlined in the Municipal Code and all health and safety requirements outlined in the special event permit process.
2. Proposed closures of Monterey Road through the Downtown will only be considered for events with anticipated attendance of over 1,000 and of major community significance as determined by the City Manager.
3. Proposed full street closures for other streets in Downtown shall only be considered for events with anticipated attendance of 500 or greater. First time events with anticipated attendance under 500, but with future growth planned over the next 5 years may also be permitted.
4. Partial closures of Third Street shall be permitted for uses with anticipated attendance less than 500 and of community significance as determined by the City Manager.

Attachment: Draft Downtown Event Policy 2.21.18 (1634 : Downtown Special Events)

Street Closure Traffic Considerations

1. Event permits shall not be issued for events that request full closure of Monterey Road during peak traffic hours, as determined by the City Engineer.
2. Event permits may be issued for events that request a closure of one side of Monterey Road during peak traffic hours, if it is the side of road that is reverse traffic, as determined by the City Engineer.
3. Staff will work with event organizers to develop event plans that take into consideration parking needs of residents and space needs of event organizers.

Third Street Specific Considerations

1. Full Third Street closure permits may only be issued for events that need the entire street area for event space, as determined by the City Manager. For events that do not need the entire area, a partial closure may be permitted for a portion of the space, allowing for resident only access via vehicle.
2. For events that meet the criteria for a full closure of Third Street the following will be required of event organizers:
 - a. Provide reserved resident parking spaces in numbers equaling two cars per residence at adjacent public parking.
 - b. Provide accessible access from the designated reserved parking spaces through the event to each residence.
 - c. Provide parking security, by a professional security firm, that will allow only parking by Third Street residents with resident passes issued by the City.

Notification of Residents and Businesses of Downtown Street Closures

1. The City shall establish and maintain a Downtown event notification email list. Residents and businesses shall be able to opt in to this email list via the City website.
2. Notification of events and street closures shall be sent out via email from the City to residents at the time of event application.
3. Events proposing street closures must submit event applications 30 days in advance of an event or pay to the City a \$500 late submission fee.
4. Event organizers shall deliver hard copy notifications to impacted residents and businesses a minimum of two weeks in advance of the planned event.
5. Each event organizer shall provide an event contact person with an associated cell phone number to residents during the duration of the event.

Downtown Event Clean-up

1. Event organizers shall be required to leave the event areas clean and litter free.

2. An after-event inspection shall be conducted by City staff on the next regular work day or as soon as feasible following each event.
3. Event organizers shall pay a \$500 refundable deposit prior to each event. The deposit shall be withheld if cleanup following the event is not complete to the standards identified in the organizers special event permit.

Appeal

Issuance or non-issuance of special events in relation to this policy may be appealed to the City Council by providing written notice to the City Manager.

This policy shall remain in effect until modified or revoked by the City Council.

APPROVED:

STEVE TATE, MAYOR

Proposed Special Event Permit Process Enhancements

As a result of the feedback received from community members, residents, business owners, and event organizers, we have identified several items to enhance our current special events permitting process. Although many of these items are being done, they are not a formal part of the process. We anticipate all items to be implemented by July 2018.

Maintenance

- Formalize the maintenance and cleanup plan. Include locations and plan for trash/recycling, a contact for cleanup/follow up, and a map of area with garbage locations. This plan will not allow for City trash cans to be covered, unless the event trash can is placed next to the covered trash can. The event organizer will be responsible for the trash and recycling bins and litter within their event footprint and the surrounding area.
- Continue to schedule maintenance walk throughs the morning of the first business day following the event. Maintenance personnel will complete a check of the area and provide photos as needed for areas that do not meet cleanliness standards.
- Implement a maintenance deposit for all events in the downtown area or with major road closures. This fee will be in the amount of \$1,500. This would be refundable if the area is cleaned and maintained to the expectations of the City maintenance team. This deposit will be used to meet the expectations if the event organizer has not met those expectations after the event.
- Areas within the surrounding area of the event footprint that will require cleanup by the event organizer will be identified in the permit document.

Porta Potties

- Formalize the requirement for a Portable Restroom Plan. This would be required as a part of the permit document for any event taking place on a City street. This plan will include the locations of the portable restrooms and any ADA requirements.

Downtown Parks

- Downtown Parks are to remain open during events for public use.
- Park restrooms are to remain open to the public during the regular hours. These restrooms may not be relied on for use as an event restroom location.
- If the park falls within the event footprint area or the designated surrounding area, the event organizer is responsible for cleaning up the space, as is the case with the roadway, or other City facilities used for the event.

Parking Structure

- If the downtown parking structure falls within the event footprint area, the event organizer is responsible for cleaning up the space, as is the case with the roadway, or other City facilities used for the event.

- If parking spaces are requested to be reserved for the use of volunteers of the event, the event organizer will be required to provide security for this area. It is the event organizer's responsibility to ensure that the security personnel understand the procedures.
- No ADA spaces are to be blocked off at any time. They must remain open to the public.

Security

- Formalize the requirement for a Security Plan. This plan will be required as a part of the permit document for any event taking place on a City street. This plan will include the locations of the personnel as well as a contact person.

Conditional Approval and Notice to Impacted Area

- Event applications are required a minimum of 90 days prior to the event date. A late fee of \$200 will be applied to applications received after the 90 day deadline.
- For applications that are received 90 days or more before the event date, a conditional approval will be given once the rental contract is signed, SEP and rental fees are paid in full, and insurance has been approved by 60 days prior to the event.
- A letter of conditional approval will be sent to the event organizer. Once conditional approval has been provided, the event organizer must start working on the notification to the impacted area, with notification being provided a minimum of 30 days in advance of the event date.
- If the event organizer fails to provide the items necessary for the conditional approval within the designated time period the event may be cancelled, as determined by the City.

First-time Events

- Implement growth plan for first time events that intend to become annual events. This document will be included in the permit. This document will cover the anticipated attendance for the first year and a plan for growth over the next five years. This plan will also include the community benefit of the new event.

Item # 4

AGENDA DATE: 02/21/18
SUPPLEMENT # 1

From: [Michelle Bigelow](#)
To: [Angie Gonzalez](#)
Subject: Item 4 supplement
Date: Wednesday, February 21, 2018 10:49:04 AM

From: Ava Geddes [<mailto:avageddes@gmail.com>]
Sent: Wednesday, February 21, 2018 10:31 AM
To: Steve Tate <Steve.Tate@morganhill.ca.gov>; Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Larry Carr <Larry.Carr@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Caitlin Jachimowicz <Caitlin.Jachimowicz@Morgan-Hill.ca.gov>; David Swing <David.Swing@morganhill.ca.gov>; Shane Palsgrove <Shane.Palsgrove@morganhill.ca.gov>; Bill Norman <Bill.Norman@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>
Cc: Jeni Lepow <lepowjenifer@hotmail.com>; Gwen Dorcich <gdorcich@gmail.com>; Maureen Tobin <Maureen.Tobin@morganhill.ca.gov>
Subject: MORGAN HILL ANIMAL SERVICES - ADDITIONAL \$15K FUNDING

All,

Thank you for including the additional \$15K for animal services on tonight's City Council Consent Calendar. When approved, this will go a long way toward providing a comprehensive animal services package for our City animals and residents.

I also want to let you know reportedly effective immediately, the City of Gilroy and Santa Clara County have a signed agreement to provide services at the San Martin Shelter for those residents within Gilroy City limits (incorporated areas). Jeremy Selbach, Interim Shelter Supervisor, confirmed the agreement includes found dogs and cats, feral services, pick-up and disposal of deceased animals, and owner surrenders on a space-available basis.

Hopefully Morgan Hill will soon enter into a similar agreement with the County.

Thank you!

Ava Geddes
Cellphone/text - (408) 427-2949
E-mail - avageddes@gmail.com

Morgan Hill City Council

February 21, 2018

Zoning Amendment/Development Agreement: UHC

Project Request

- Revise Precise Development Plan for PD to include 39 unit Affordable Housing project w/1457 ground floor office/community room.
- 20% Density bonus (entitled to 35%)
- Development concessions for affordable housing (building height, setback, parking)
- Development Agreement

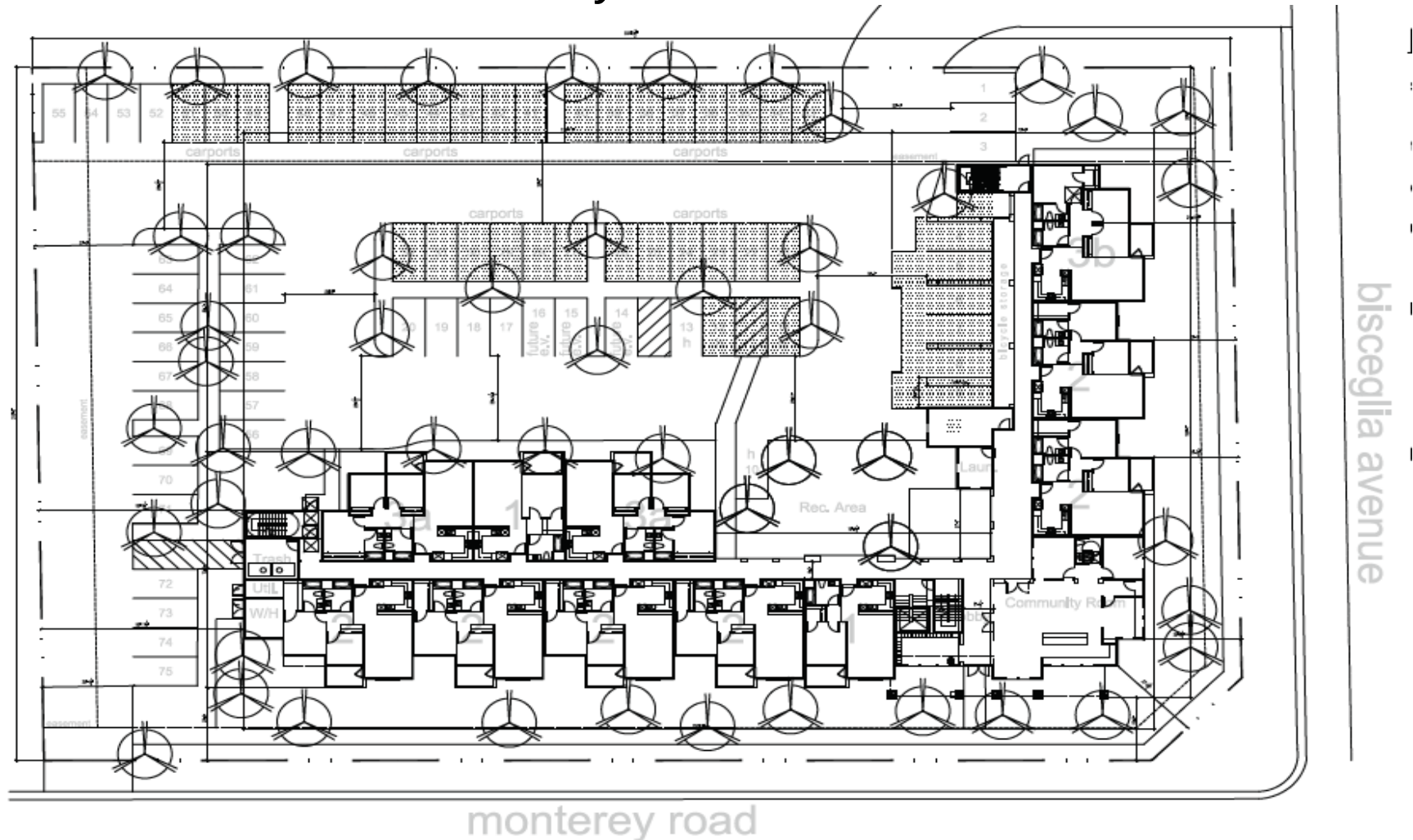
Zoning Amendment/Development Agreement: UHC

- Site Location: Monterey Road at Bisceglia Avenue
- Lot Size: approx. 1.62 acres



Zoning Amendment/Development Agreement: UHC

Site Layout



Zoning Amendment/Development Agreement: UHC

Proposed Elevations



Zoning Amendment/Development Agreement: UHC

Government Code Section 65915

(originally adopted in 1979)

- 40 percent or more of project is affordable
- Entitled to 35% density bonus
- Entitled to 3 or more concessions

Proposed Density Bonus

- 39 multi-family units
- 100 percent affordable
- 24 d/u net acre (prior project 8-20 d/u net acre)
- 20% density bonus

Zoning Amendment/Development Agreement: UHC

Proposed Development Concessions

- Front setback- Varies from 20 to 25 feet
- Building height- Varies 35 to 42 feet at the tower elements
- Parking- 75 parking spaces (39 covered) (Code requires 96 spaces)

Zoning Amendment/Development Agreement: UHC

Government Code Section 65915

- Entitled to three development concessions based on project affordability levels

Zoning Amendment/Development Agreement: UHC

Findings to Reject Concessions

- The City must find, based on substantial evidence, that the applicant has not made the thresholds established in state law—that they do not result in identifiable, financially sufficient, and actual cost reductions to provide affordable housing
- They would have specific, adverse impacts (as defined) upon public health and safety or the physical environment
- They would be contrary to state or federal law

Zoning Amendment/Development Agreement: UHC

Planning Commission Recommendation

- No identified evidence that any of the findings could be made to reject the requested concessions
- The concessions should be approved
- Staff should work with applicant through Design Review process to refine site landscaping; enhance building design and explore access to adjacent park
- The Development Agreement and Zoning Amendment should be approved

Zoning Amendment/Development Agreement: UHC

Recommendation

- Open/close public hearing
- Waive first/second reading of ZA Ordinance
- Introduce Zoning Amendment Ordinance
- Waive first/second reading of DA Ordinance
- Introduce DA Ordinance



**Sanitary Sewer Management Plan Revisions
February 2018**

Originally Certified: July 22, 2009
Resolution No: 6266
Readopted: February 21, 2018
Resolution No: _____
City WDID #3SSO10332

City Council
Presentation

2018

**Sanitary Sewer
Management
Plan**

February 21, 2018

Introduction

- Present 2018 Sanitary Sewer Management Plan (SSMP)
- Operational improvements as result of SSMP efforts
- Recommend approval of the SSMP

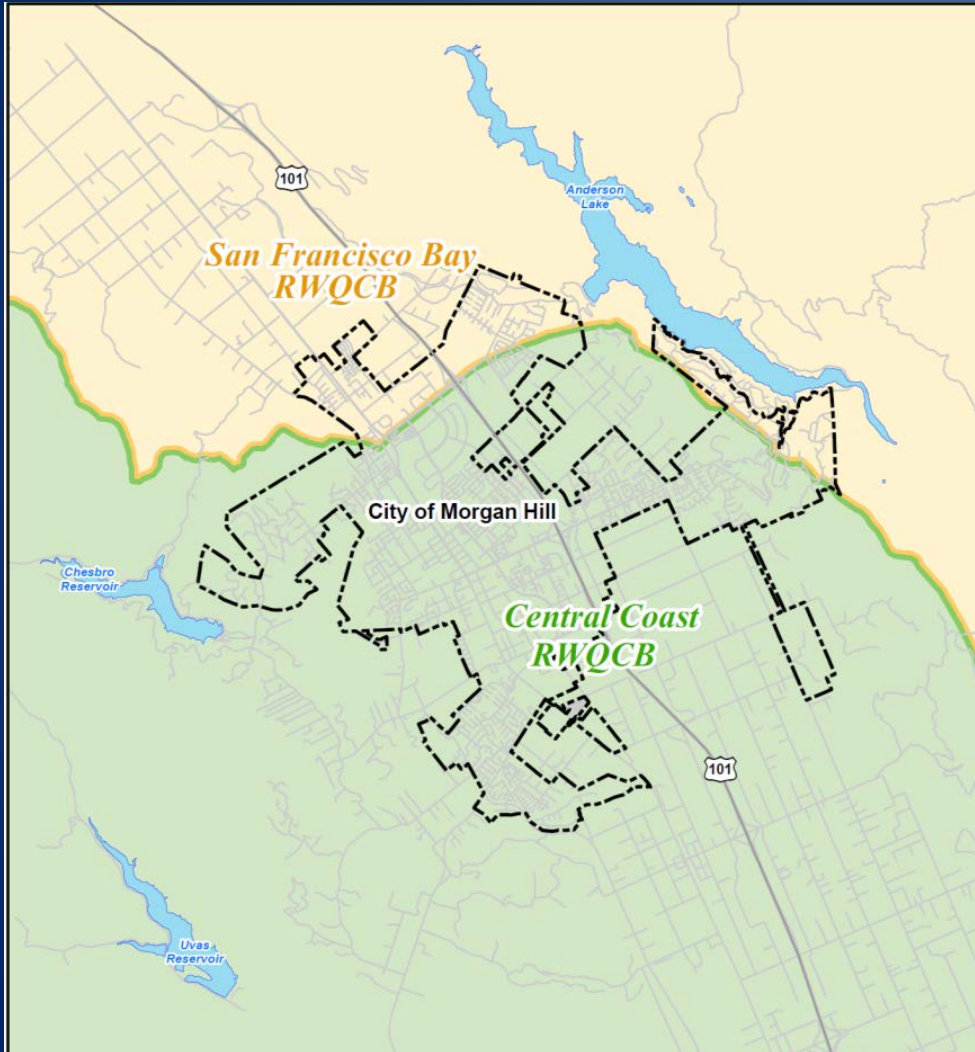
Agenda

- Why?
- Regulatory Review
- SSMP Content
- Operational Improvements
- Activity Plan
- Questions
- Council Action

Why Have a SSMP?

- The City operates a complex sanitary sewer collection system consisting of 162 miles of pipe, 3,284 manholes, and 14 lift stations.
- Protect Water Quality and the Environment
- Good Tool to Guide Daily Operations
- Provides Consistency and Accountability
- Is Required by Law

Regulatory Review



- Statewide General Waste Discharge Requirements
- Reduce and/or eliminate sanitary sewer overflows (SSO's)
- Collection System Management to Protect Water Quality
- Update SSMP's Every 5 Years

SSMP Contents

- Goals
- Organization
- Legal authority
- Operations and Maintenance Program
- Design and Performance Provisions
- Overflow Emergency Response Plan (OERP)
- Fats, Oils, and Grease (FOG)
- System Evaluation and Capacity Assurance Plan
- Monitoring, Measuring & Program Modification
- SSMP Program Audits
- Communication program

Operational Improvements

- Standard Operating Procedures

Morgan Hill – Vector Hydroflusher

Vacuuming Continued

Attach boom sections as needed

Heavy gloves required

- Stand the selected vacuum tube section directly below the vacuum tube
- Lower the boom onto the hose → **Don't get pinched!**
- Align the flanges and wrap a clamp around the flanges
- Repeat as needed until the desired length is achieved (load uphill)
- The final section should always have an anti-vacuum end

Anti-Vacuum End



Typical

Align tube sections to make face-to-face connection



Keep hands clear!

Clamp Wraps Around Tube Joint Flange

Install Clamp & Tighten by Pulling Lever Back



Continued

8/21/14

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40

City of Morgan Hill – Bypass Pumping

Bypass Pumping

Place five gallon bucket at the foot of the dri - prime hose to catch effluent
Check every thirty minutes and empty into man hole as need



Remove manhole cover



Insert the suction hose into man hole
With strainer attached



Next

1/31/2018

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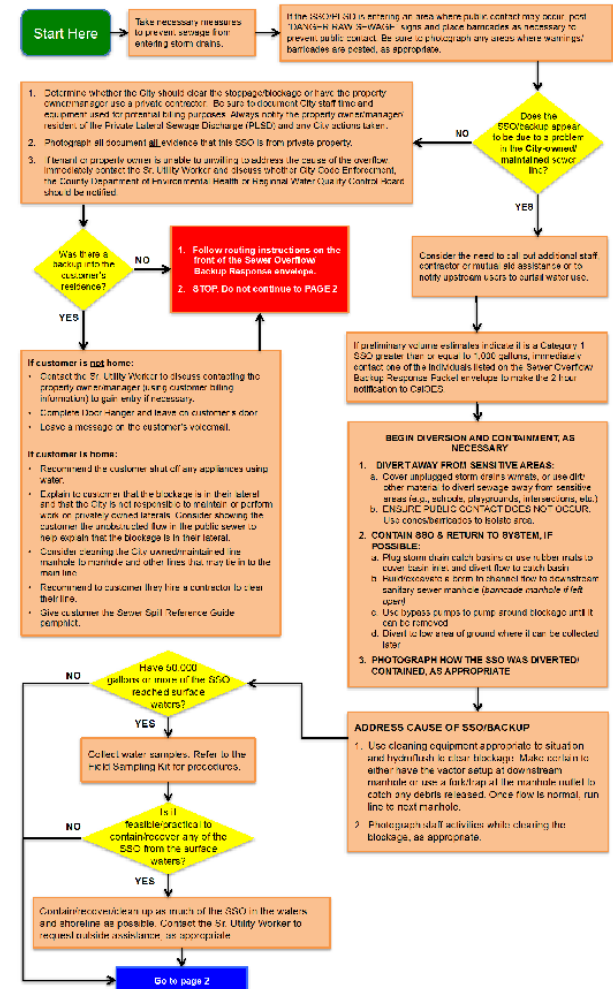
17

Operational Improvements

• Spill Response Procedures

City of Morgan Hill: Overflow Emergency Response Plan	A-1 Side A
Regulatory Notifications Packet Regulatory Reporting Guide	

Reporting Instructions				
Deadline	See reverse side for contact information and definitions of the categories of spills of untreated or partially treated wastewater from publically owned sanitary sewer system			Spill from Private Lateral
	Category 1	Category 2	Category 3	
Within 2 hours after awareness of SSO	If the SSO is greater than or equal to 1,000 gallons, call CalOES at (800) 852-7550 If SSO reaches the Anderson Reservoir, notify the Santa Clara Valley Water District	-	-	-
Immediately (within 2 hours)	If SSO impacts private property that may be due to a failure in the City sewer and/or if the City believes a claim for damages may be submitted against the City contact York Risk Services Group. See Side B for contact information.			
48 Hours after awareness of SSO	If 50,000 gal or more will likely reach receiving waters, begin water quality sampling and initiate impact assessment	-	-	-
3 Days after awareness of SSO	Submit Draft Spill Report in the CIWQS* database	Submit Draft Spill Report in the CIWQS* database	-	Consider reporting via CIWQS
15 Days after response conclusion	Certify Spill Report in CIWQS*. Update as needed until 120 days after SSO end time	Certify Spill Report in the CIWQS* database. Update as needed until 120 days after SSO end time	-	-
30 Days after end of calendar month in which SSO occurred	-	-	Certify Spill Report in the CIWQS* database. Update as needed until 120 days after SSO end time	-
45 days after SSO end date	If 50,000 gal or more were not recovered, submit SSO Technical Report using CIWQS*	-	-	-

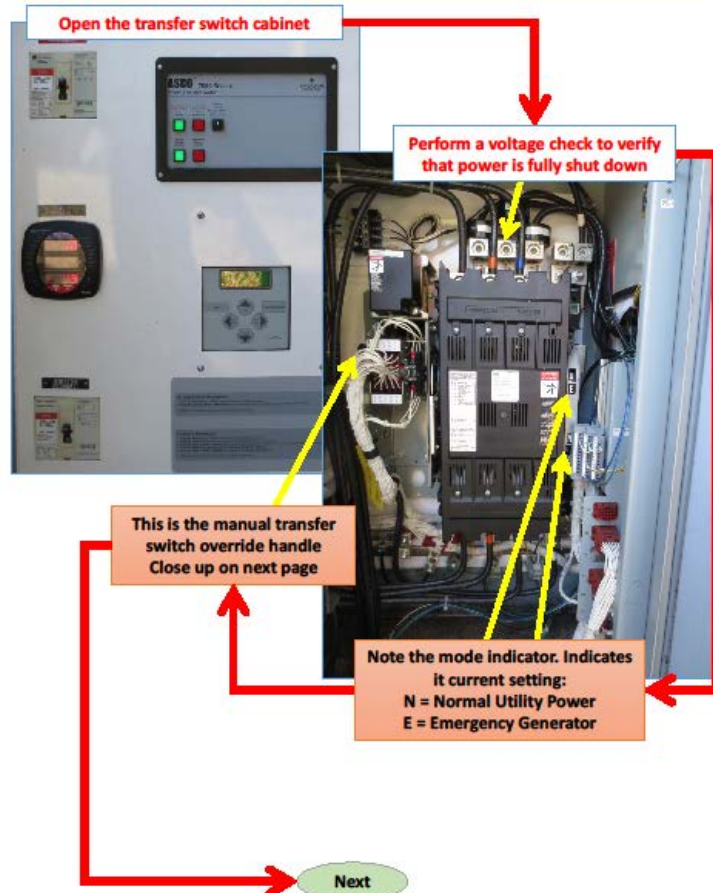


Operational Improvements

• Pump Station Procedures

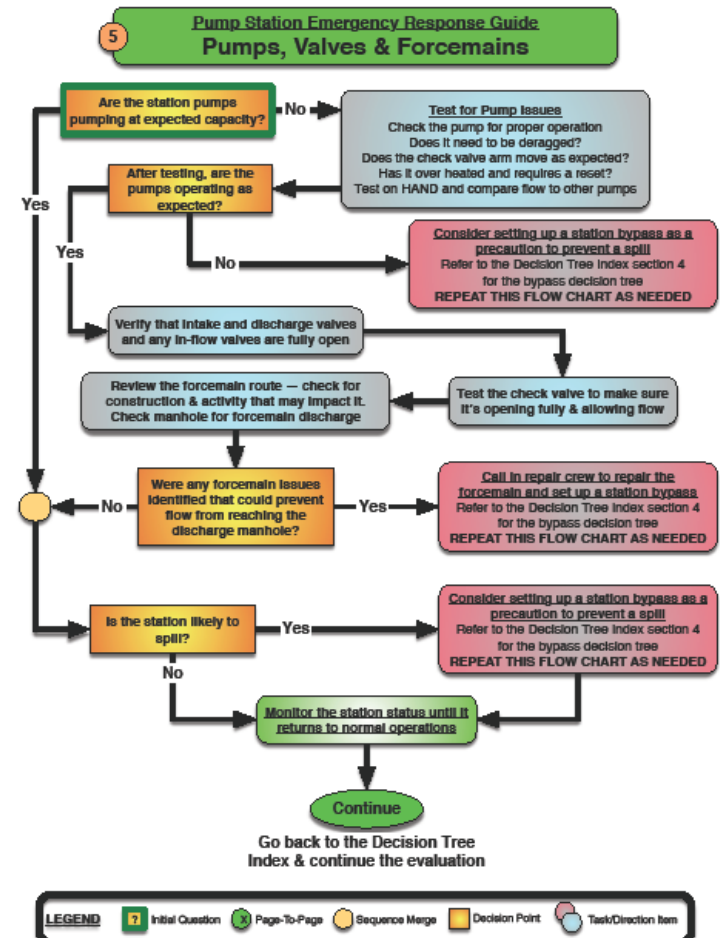
City of Morgan Hill – PS-C – 3272 Quail Lane Pump Station

Generator Operation



City of Morgan Hill – PS-F – 17109 Holiday Drive Pump Station

Overflow – Decision Tree

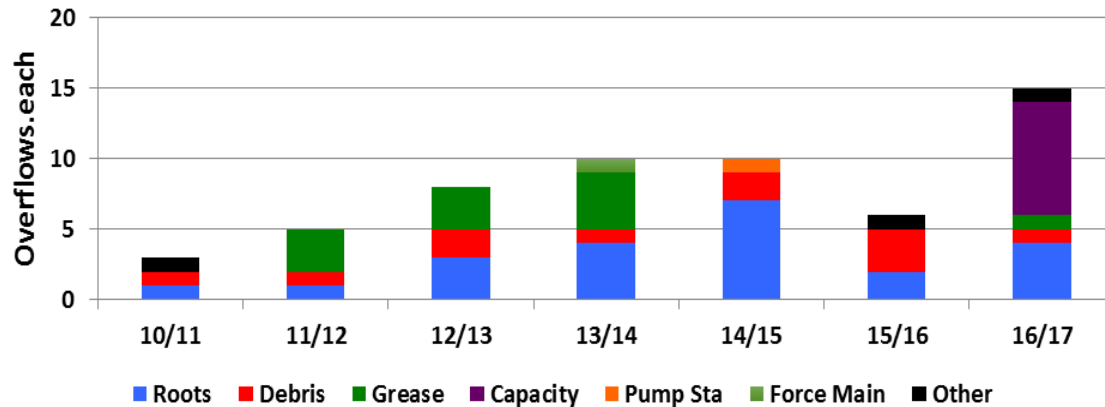


Metrics and Communication

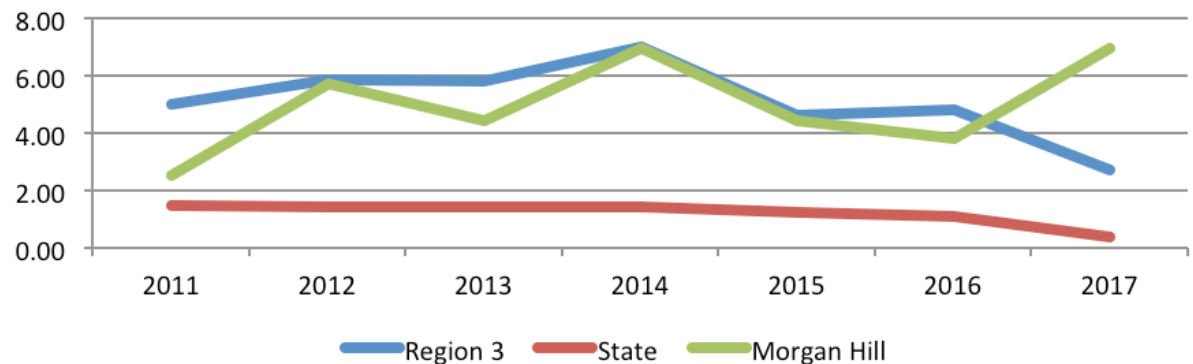
- Performance Metrics
 - Total number of SSOs
 - Number of SSOs by cause (roots, grease debris, etc.)
 - Volume recovered compared to total volume spilled
 - Volume of spill discharged to Waters of the State.
- Annual Report to City Council & Public

Metrics and Communication

Overflows by Cause



SSO Rate/100 Miles of Sewers



Activity Plan

**City of Morgan Hill
Sanitary Sewer Management Plant
List of Activities and Deadlines
December 2017**

Page Number	Schedule Date	Deliverable Description	Assigned Responsibility
30	7/19	Conform and repair sewer system maps	
31	6/18	Train City staff on new SOPs	
32, 52	12/19	Prepare SOP for addition/removal of lines from high frequency list	
	10/18	Update City website with SSMP & supporting documents, municipal code, and State reporting websites.	
	12/22	Complete repair and replacement projects defined in 2017 Master Plan	
34	12/20	Design, construct and operate new parallel sewer trunk	
35	7/19	Develop standard return frequency for full pipe assessment	
	10/20	Complete a condition assessment of collection system	
36	7/19	Develop manhole inspection program	
38	7/19	Update force main materials column in Table IV-4	
38	Annually	Inspect/document force main alignments	
41	7/19	Develop siphon condition and maintenance program	
42	Annually	Conduct staff training - SSMP, OERP, WQMP	
42	Annually	Conduct field exercise on volume estimation/containment	
42	Annually	Conduct confined space entry training and certification	
44	7/19	Evaluate need for City lift station standards/details	
54	7/22	Update sewer system master plan	
54	7/22	Update SSMP, OERP and WQMP	
54	7/22	City Council adoption of SSMP revisions - every five years	
56	Annually - FY	Evaluate collection system performance	
57-60	Annually - FY	Update performance graphs and tables Element IX	
61	Annually - FY	Place Annual Performance Report in Appendix A	
63	7/19, 21,23, 25	Conduct biannual SSMP Audit	
63	7/19, 21,23, 25	Prepare certified SSMP Audit Report - File App B	
63	7/19, 21,23, 25	Update SSMP Change Log	
64	19, 24, 29, etc.	Revise/adopt SSMP by City Council	
65	Annually - FY	Prepare/Submit Collection System Performance Report to City Council	
65	As needed	Document all communications/meetings with SCRWA	

Questions



Downtown Special Events and Street Closures

Agenda Item: 23

Policy Considerations

1. Should Third Street continue to be identified as a primary location for mid-size events Downtown?
2. Should the proposed criteria outlined in the policy be implemented to attempt to limit the full closures of streets in the Downtown to only those events that require full closures?

Downtown Special Event Policy Need

- Downtown currently hosts 8 annual events that include street closures on Monterey and/or Third Street.
- The recent City Downtown placemaking investment has increased the viability of the Downtown as a desirable event venue.
- Special events with street closures in Downtown impact businesses and residences.

Third Street is Conducive to Special Events

- Layout from Plaza to street includes sidewalks even to the roadway.
- Ample outlets for various electricity needs.
- Easy, standard traffic control plan for closures.
- Future private development has designed their space to accommodate the use of Third Street.

Proposed Policy

- **Attendance Levels**

1. All existing events will continue as is.
2. Closures of Monterey Road would need attendance of over 1,000 or of major community significance.
3. Closures of other Downtown Streets would need attendance of over 500 or of major community significance.

Proposed Policy

- **Attendance Levels – New Events**
 - First time events with anticipated attendance under 500, but with future growth planned over the next 5 years may also be permitted.

Proposed Policy

- **Street Closure – Traffic Considerations**
 1. Limit full closures of Monterey Road during peak traffic hours.
 2. Event permits may be issued for events that request a closure of one side of Monterey Road during peak traffic hours, if it's the side of road that is reverse traffic.

Proposed Policy

- **Street Closure – Traffic Considerations**
 3. Staff will work with event organizers to develop event plans that take into consideration parking needs of residents and businesses, as well as space needs of event organizers.

Proposed Policy

- **Third Street Specific Permits**
- Full closures of Third Street only issued when event space is necessary for the event.
- For events that do not need the entire area, a partial closure may be permitted for a portion of the space, allowing for resident only access via vehicle.

Proposed Policy

Third Street Specific Permits

- Small Events – Plaza Only
(Allows for resident access by vehicle)
- Mid-size Events – Third Street from Monterey to Plaza (Allows for resident access by vehicle)
- Larger Events – Full Third Street Closure
(No resident Access by Vehicle)

Proposed Policy

Third Street Specific Permits – Resident Parking

- Resident Parking Management if there is no vehicle access.
- 2 Space per household at nearby accessible parking.
- Reserve parking overseen by event security.
- Resident parking passes.

Proposed Policy

Downtown Event Notification & Communication

- New City Downtown event email list to be established.
- Notification to be sent out at the time of application.
- Event applications less than 30 days in advance shall pay a \$500 late submission fee.
- Hard copy notifications 2 weeks in advance.
- Event organizer “on-call” cell phone.

Proposed Policy

Downtown Event Clean-up Requirements

- Event areas and adjacent areas must be left clean and litter free.
- After event inspections.
- Implementation of \$500 refundable deposit for all special events.

Community Engagement

- Public Meeting on August 16.
- Received a variety of comments on the proposed policy.
- Notification of Council Meeting to event organizers.
- Reviewed 3 times by City Council.

Policy Considerations

1. Should Third Street continue to be identified as a primary location for mid-size events Downtown?
2. Should the proposed criteria outlined in the policy be implemented to attempt to limit the full closures of streets in the Downtown to only those events that require full closures?

Recommended Action

- Approve the proposed Downtown Special Events and Street Closure Policy

From: D Dasovic
To: [Christina Turner](#)
Cc: [Michelle Wilson](#); [Chris Ghione](#); [Steve Tate](#); [Larry Carr](#); [Rich Constantine](#); [Caitlin Jachimowicz](#); [Rene Spring](#); [Francois Sorba](#)
Subject: Agenda Item #23, February 21st 2018 City Council Meeting
Date: Tuesday, February 20, 2018 11:45:18 AM
Attachments: [doc00070020180220112318.pdf](#)

Dear Ms. Turner,

Please see the attached letter from our attorney Francois X Sorba Esq.

We once again respectfully request that the item is reschedule for next City Council meeting, for the reasons stated in our attorney's letter.

Thank you,
Diane and Ivanka Dasovic

FRANCOIS X. SORBA
Attorney at Law
1611 Borel Place, Ste 7
San Mateo, CA 94402
(650) 570-0566
Fax (650) 570-7831

February 20, 2018

Christina Turner
City Manager
City of Morgan Hill
171 W. Edmundson Ave
Morgan Hill, CA 95037

Via e-mail

RE: East Third Street – Street Closure

Dear Ms. Turner:

This office represents Ms. Diane Dasovic and Ms. Ivanka Dasovic. My clients reside at 65 East Third Street, in Morgan Hill, CA.

The purpose of this letter is to request that you reconsider the request made by my clients to have the street closure issue, which is scheduled to be heard on the February 21, 2018 agenda, placed on the following City Council meeting agenda.

As you are well aware, Ms. Ivanka Dasovic is under intense medical care. Ms. Dasovic has a very important and time sensitive and time consuming medical appointment on February 21, 2018 and will need to rest after her medical appointment. Her daughter, Ms. Diane Dasovic, is her primary care giver and you can understand how demanding and exhausting this type of care is. Ms. Diane Dasovic will therefore be physically and emotionally drained after the medical visit and will not in a position to present her comments on the issue to the Honorable City Council.

In addition, in view of the conflicting proposals and suggestions made by City staff in connection with the request for accommodation made by Ms. Dasovic, more time is needed for Ms. Dasovic to confer with the undersigned and her daughter, Ms. Diane Dasovic.

Please notify Ms. Diane Dasovic via e-mail to confirm that the matter will be taken off the agenda and rescheduled for the next City Council meeting.

Christina Turner
City Manager
February 20, 2018
Page 2

Thank you for your prompt attention to this matter.

Sincerely,



Handwritten signature of François X. Sorba in blue ink, featuring a stylized, elongated loop and a horizontal line extending to the right.

François X. Sorba

cc. Honorable Mayor and
City Council Members
Chris Ghione, Community Service Director
Clients

From: [Christina Turner](#)
To: [D Dasovic](#)
Cc: [Michelle Bigelow](#); [Chris Ghione](#); [Steve Tate](#); [Larry Carr](#); [Rich Constantine](#); [Caitlin Jachimowicz](#); [Rene Spring](#); [Francois Sorba](#)
Subject: RE: Agenda Item #23, February 21st 2018 City Council Meeting
Date: Tuesday, February 20, 2018 6:18:58 PM

Thank you for your letter. It will be included in the agenda materials for Council consideration at tomorrow's meeting.

Regards,
Christina

From: D Dasovic
To: [Christina Turner](#)
Cc: [Michelle Bigelow](#); [Chris Ghione](#); [Steve Tate](#); [Larry Carr](#); [Rich Constantine](#); [Caitlin Jachimowicz](#); [Rene Spring](#); [Francois Sorba](#)
Subject: Re: Agenda Item #23, February 21st 2018 City Council Meeting
Date: Tuesday, February 20, 2018 9:24:19 PM

Ms. Turner,

Thank you for the reply. You may recall on January 12, 2018, we requested that we be provided a copy of all documents to be presented to Council, prior to the meeting date. And accordingly, sufficient time to review those documents with our attorney. Sufficient time has not been granted.

Additional time is needed in part directly due to a lack of response from both you and the Community Service Director, regarding our repeated requests for details, with respect to accessible access for my mother.

Since the agenda item is moving forward as scheduled, we respectfully request that a final decisions be withheld until after I am able address City Council in person on this item. I would like to provide my public comment at the next scheduled City Council Meeting. Therefore, please let me know if our request will be granted.

As a matter of public record, we request that this email be included, along with our attorney's letter, in the agenda materials. In addition, I also have a letter from my mother's Medical Patient Navigator which I would like to have included in the agenda materials. Please let me know the best way to do this.

Thank you,
Diane Dasovic

From: [Christina Turner](#)
To: [D Dasovic](#)
Cc: [Michelle Bigelow](#); [Chris Ghione](#); [Steve Tate](#); [Larry Carr](#); [Rich Constantine](#); [Caitlin Jachimowicz](#); [Rene Spring](#); [Francois Sorba](#); [Donald Larkin](#)
Subject: RE: Agenda Item #23, February 21st 2018 City Council Meeting
Date: Wednesday, February 21, 2018 8:11:02 AM
Attachments: [RE Event Coordination.msg](#)

Good morning – the City Council will review your request for a further deferral of the policy. You can email me the medical advocate letter and we will include in the agenda materials. Also, Chris emailed the link to the materials on Friday (2/16) and provided details on the proposed policy over the last several weeks – please see attached email for your reference.

Best regards,
Christina

CITY OF MORGAN HILL

Christina J. Turner
City Manager

17575 Peak Avenue, Morgan Hill, California, USA 95037

d 408.776.7382 | **c** 408.839.1705

e christina.turner@morganhill.ca.gov | www.morganhill.ca.gov

[Facebook](#) | [Twitter](#)

From: [Chris Ghione](#)
To: [D Dasovic](#)
Cc: [Christina Turner](#); [Michelle Bigelow](#)
Subject: RE: Event Coordination
Date: Friday, February 16, 2018 5:34:35 PM

Hello Diane,

Here is the link to next Council Agenda with the Downtown Events Policy. You can email your comments to the Deputy City Clerk, Michelle Wilson, if you would like them formally included. It is item 19 on the Agenda.

http://morganhillca.igm2.com/Citizens/Detail_Meeting.aspx?ID=1718

Thank you,
Chris

From: Chris Ghione
Sent: Wednesday, February 7, 2018 11:48 PM
To: 'D Dasovic' <d_dasovic@yahoo.com>
Cc: Christina Turner <Christina.Turner@morganhill.ca.gov>; Rich Constantine <Rich.Constantine@morganhill.ca.gov>
Subject: RE: Event Coordination

Hello Diane,

I apologize for not sharing the information you were looking for. The past events that would meet the "existing events" clause and would close Third Street include:

Mushroom Mardi Gras
Freedom Fest: Street Dance, Run, Car Show, Parade
National Night Out
Taste of Morgan Hill
British Fall Classic
Safe Trick or Treat
Holiday Lights Parade

As you know many of these events close the street, but still provide access by vehicle to residents. To be clear, the recently proposed policy would continue to allow new events to apply and continue to close Third Street if they meet the criteria outlined in the policy. We do understand your request to not bring other events, including the Moveable Feast, to Third Street in the future. Please understand this will be a Council policy decision on if they intend to use the street for events in the future.

I very much appreciate your thoughts and wish you were able to get together with us and work through in person, but I do understand you have other priorities at this moment. I am going to try and outline some of the policy improvements we are considering for the next recommendation to

the Council based on our email discussion.

For events that the close Third Street completely the following will be required of event organizers:

- Provide reserved resident parking spaces in numbers equaling two cars per residence at adjacent public parking.
- Provide accessible access from the designated reserved parking spaces through the event area to each residence.
- Provide parking security, by a professional security firm, that will allow only parking by Third Street residents with resident passes issued by the City.

Notification of Residents and Businesses of Downtown Street Closures

- The City shall establish and maintain a downtown event notification email list. Residents and businesses shall be able to opt in to this email list via the City website.
- Notification of events and street closures shall be sent out via email from the City to residents at the time of event application.
- Events proposing street closures must submit event applications 30 days in advance of an event or pay to the City \$500 late submission fee.
- Event organizers shall deliver hard copy notifications to impacted residents and businesses a minimum of two weeks in advance of the planned event.
- The event organizer shall provide an event contact person with an associated cell phone number to residents for the duration of the event.

We are also working on enhancing cleanup requirement language for the policy. I would also note that the Morgan Hill Police Department is available to respond to all emergency situations and that there is always a watch commander on duty at the PD. Please understand that I am not intending to ignore your concerns. We would be more than happy to meet and talk through.

Thank you,
Chris

From: D Dasovic [mailto:d_dasovic@yahoo.com]

Sent: Wednesday, February 7, 2018 9:39 AM

To: Chris Ghione <Chris.Ghione@morganhill.ca.gov>

Cc: Christina Turner <Christina.Turner@morganhill.ca.gov>; Rich Constantine <Rich.Constantine@morganhill.ca.gov>

Subject: Re: Event Coordination

Hello Chris,

Thank you for the reply. It appears that I was not clear in my request. Please forward a list of all events which close off East Third Street, including access to the homes and driveway approaches, to be grandfathered in, with regard to the proposed street closure policy.

In addition, you can continue to see things whichever way you would like, but denial and making

excuses will not resolve the issues. You can continue to ignore our concerns, including, but not limited to ADA, but the City needs to address those issues in the policy.

Thank you, Diane

On Feb 6, 2018, at 11:48 AM, Chris Ghione <Chris.Ghione@morganhill.ca.gov> wrote:

Hi Diane,

We will be updating the policy with the items that you previously with Councilmember Constantine and that I outlined below. I disagree with your assertion that the event coordination has failed and while there have been times where there have been cleanup issues, we have resolved those and recent events have been very responsible with their cleanup and the City has responded quickly to those events that have not left the streets in good condition. I will get you the updated policy once completed and outline how it attempts to address concerns we have discussed.

Here is the list of existing downtown events, many have limited or no street closure impacts.

Farmers Market
Wine Stroll (Plaza Use Only)
Mushroom Mardi Gras
Music on Third (Plaza Use Only)
Freedom Fest: Street Dance, Run, Car Show, Parade
National Night Out
Taste of Morgan Hill
Brew Crawl (Plaza Use Only)
British Fall Classic
Safe Trick or Treat
MH Marathon
Veteran's Day Run
Holiday Lights Parade
Our Lady of Guadalupe Procession

Thank you,
Chris

From: D Dasovic [mailto:d_dasovic@yahoo.com]

Sent: Tuesday, February 6, 2018 5:36 AM

To: Chris Ghione <Chris.Ghione@morganhill.ca.gov>

Cc: Christina Turner <Christina.Turner@morganhill.ca.gov>; Rich Constantine <Rich.Constantine@morganhill.ca.gov>

Subject: Fwd: Event Coordination

Hello Chris,

We are hoping to move forward and put this all behind us. As this matter has become most critical, please let me know what solutions you are offering to resolve this? In addition, we request that you forward a list of all events to be grandfathered in under the latest proposed policy.

Please respond.

Thank you,
Diane

Sent from my iPad

Begin forwarded message:

From: D Dasovic <d_dasovic@yahoo.com>
Date: January 30, 2018 at 1:35:38 PM PST
To: Chris Ghione <Chris.Ghione@morganhill.ca.gov>
Cc: christina.turner@morganhill.ca.gov, Rich Constantine
<rich.constantine@morganhill.ca.gov>
Subject: Fwd: Event Coordination

Hello Chris,

Thank you for keeping the conversation going. We have a conflicting appointment on February 21st, and I have requested through the City Manager that the item be rescheduled for early March.

Some thoughts-

The previous proposed policy is in the best interest of the City only, it has a significant negative impact on our properties, and places undue hardship on residents-especially my mother. As you are aware, ADA requires the City prevent barriers that impair ingress and egress, and imposes a duty to accommodate my mother who suffers from a disability protected under ADA. Those requirements and duties have not been met, and need to be addressed in the policy. From our perspective and experience, it is imperative we have a liaison to coordinate with, should it be needed, on days events close off the street and access.

As you are also aware, event organizers/coordinators managing

themselves has been a failure, and no one is abiding by the cleaning standards your department has set. Creating standards is simply not enough.

There are ways to offset the cost of implementing the necessary measures, with respect to reducing impacts to residents. Currently, the City is losing revenue as your department is not following its own policy, with regards to permit fees. From an investment perspective, giving away the use of the street for free seems like a bad idea. A portion of the permit fee can be used, and the City can also fund the measures by utilizing proceeds from downtown public resources that are converted to private use. For example the ex-pocket park/private patio.

Regarding parking enforcement, City is in the best position to negotiate favorable pricing and cost savings for security. As an alternative, the City could install parking deterrent devices in the garage. Either way, the City needs to take responsibility, instead of passing it along.

For months, I have been giving both you and your staff nothing but input regarding criteria to reduce impacts, along with the key for making the policy work for us. You have it all. Please let me know your working solutions as soon as possible, and we will be happy to provide input.

Thank you,
Diane

Sent from my iPad

Begin forwarded message:

From: Chris Ghione <Chris.Ghione@morganhill.ca.gov>
Date: January 27, 2018 at 11:42:04 AM PST
To: D Dasovic <d_dasovic@yahoo.com>
Cc: Christina Turner <Christina.Turner@morganhill.ca.gov>, Rich Constantine <Rich.Constantine@morganhill.ca.gov>
Subject: RE: Event Coordination

Hi Diane,
Thank you for your reply and I understand your situation with your mother. I do wish her a speedy recovery. I do believe setting up a meeting to work through these issues would be more productive, but will try to provide the best response I can to the new additional requests you have proposed.

The early notifications by the City will be possible for downtown residents and businesses. We are looking into setting up an email list for this specific purpose. Since the City handles these applications, it will be possible for us to take on and coordinate these notifications for residents and businesses that have opted into the email list.

I will not recommend to the Council that the City take on the responsibility of directly coordinating cleanup, managing parking or hiring security. We can set standards for all of these, but believe this is best for the event coordinators to manage themselves. By the City taking this on, it would either create increased costs for the City or for those costs to be passed on through fees to the event organizers. I know the event organizers are not supportive of this, as they often use volunteers and their own team members on these activities. I do think we as the City can set good standards to help ensure the cleaning and security are done correctly. I do think we can work out the pass system to provide those to you and others that are reserved by event organizers and coordinated with the City. This will allow you to keep those and not have to have them reissued for each event.

I have discussed the contact point issue with event organizers and do not believe it will work well to provide a liaison that is on call during events. The event organizers that I have spoken with are more than willing to provide a direct contact point during events. Should the City take on this role it would again need to either cover these overtime costs or pass these on to an event organizer for on call City staff member to fill this role. I believe the event organizers are willing to do this and we should give them the opportunity to try. Should an emergency situation arise the Police Department would be able to support responding to issues during after hour times. We would work to ensure those on duty at the PD understand the issues related to the event.

For the street closure and access issues, I would like to mention, that at the moment we do not have a closure policy that establishes requirements for the closure. By implementing the previously proposed policy it would very much reduce the number of events eligible for full closures that eliminate vehicle access to your residence. I do

understand and acknowledge the issues that you and your mother have with street closures the limit access and temporarily eliminate vehicle access. The intent of the policy is to reduce those to only events that require that space. The City will always retain the right to temporarily close its streets to vehicle access for temporary events, maintenance and for other needs. Third Street has been designed and constructed as a place for events to be held. It is the Council that ultimately must decide if we choose to push events off Third Street. From a prior investment perspective City staff, will likely recommend that Third Street continues to be used for events. However, we would like to determine criteria that reduces the impact to you and others on Third as much as possible. I think we can continue to work through ways to make this happen if we can get together and discuss.

We have held off on returning to Council on the policy at your request, but do need to bring this item back to them. We plan to do that on February 21st. Currently the City does not have any Council level policy or criteria for denying special event applications, or requiring specific things for downtown events. We believe it is in the best interest for residents and for the City to get this established before future event requests come forward. If we can schedule a meeting in person in the next week or two this will help us try and find a working solution to your requests.

Hoping we can look to setup a brief meeting and work through this.

Thanks,
Chris

From: D Dasovic [mailto:d_dasovic@yahoo.com]
Sent: Saturday, January 27, 2018 9:07 AM
To: Chris Ghione <Chris.Ghione@morganhill.ca.gov>
Cc: Christina Turner <Christina.Turner@morganhill.ca.gov>;
Rich Constantine <Rich.Constantine@morganhill.ca.gov>
Subject: Fwd: Event Coordination

Hello Chris,
I apologize for the slow response. I am not sure if you are aware, but my mother underwent major surgery during the holiday. All of our efforts are focused on her recovery, as we confront new challenges daily. When things calm down, we

can discuss meeting. Meanwhile, let's continue the conversation through email.

After meeting with Mr. Constantine, we have given the issue a lot of additional thought. We really like his idea of holding the City responsible, and having a dedicated person (or team) on call during events, to act as a liaison between residents and other agencies, when problems or issues arise. Similarly, would it be possible to have your department notify residents of street closures, coordinate cleanup after events, issue parking passes, and hire security to guard the reserved parking? To lighten the workload, reusable residential parking passes could be issued in advance, along with a calendar of scheduled street closures.

Shifting responsibility from event organizers to the City would have a profound effect, however, it does not resolve other issues. In December you represented to City Council that ADA was met. Can you please elaborate how the City is meeting it's obligation to my mother during street closures? I am unsure how we can work towards a meaningful solution, if you will not acknowledge that the problem exists.

As I mentioned to Mr. Constantine, limiting closures and spreading out events is key to making the policy work for us. Events that are disruptive and a hardship due to their hours, frequency, impacts, etc...such as the Movable Feast Series and Farmer's Market, are better suited for locations other than East 3rd Street. The policy should address this.

I would like to keep the conversation going, therefore, please get back to me when you get a chance. We look forward to hearing from you.

Thank you,
Diane

Begin forwarded message:

From: Chris Ghione
<Chris.Ghione@morganhill.ca.gov>
Date: January 16, 2018 at 10:20:47 PM PST
To: D Dasovic <d_dasovic@yahoo.com>

Cc: Christina Turner
<Christina.Turner@morganhill.ca.gov>, Rich
Constantine
<Rich.Constantine@morganhill.ca.gov>

Subject: RE: Event Coordination

Hi Diane,
Thanks for the reply. From my conversation
with Councilmember Constantine, the key
points to be resolved that he discussed with
you are:

1. Earlier Notification of Closures.
2. Resident Parking Enforcement. Some
sort of security to guarantee spaces are
not taken by people who are not
residents.
3. On site event contact for residents.
4. Clean-up requirements
5. Emergency vehicle access plans.

We have ideas on making these work. Some of
the ideas on notifications include a possible
establishment of a downtown resident email
list and possible late fees for organizers not
meeting this requirement. We are interested in
discussing more.

Let me know when you are available to
schedule a meeting.
Thanks,
Chris

From: D Dasovic
[mailto:d_dasovic@yahoo.com]
Sent: Sunday, January 14, 2018 7:03 AM
To: Chris Ghione
<Chris.Ghione@morganhill.ca.gov>
Cc: Christina Turner
<Christina.Turner@morganhill.ca.gov>; Rich
Constantine
<Rich.Constantine@morganhill.ca.gov>
Subject: Fwd: Event Coordination

Hello Chris,

The core issues discussed with Mr. Constantine were all touched upon back in May, when we met to discuss my mother's condition. As the issues and associated problems persist, we are very interested in hearing what solutions you/your department are offering to resolve them. Therefore, can you please email the details?

Thank you, and we look forward to hearing from you.

Diane Dasovic

Begin forwarded message:

From: Chris Ghione
<Chris.Ghione@morganhill.ca.gov>

Date: December 28, 2017 at
10:24:36 AM PST

To: "d_dasovic@yahoo.com"
<d_dasovic@yahoo.com>

Cc: Rich Constantine
<rich4mh@gmail.com>, Christina
Turner
<Christina.Turner@morganhill.ca.gov>

Subject: Event Coordination

Hi Diane,
I am looking forward to working on this with you. Councilmember Constantine went over your event management priorities with us and am looking forward to working on them with you. I also understand there is issue with the removed parking spaces you would like us to address. I would be happy to discuss that as well. Just let me know the best time to meet and I will get a meeting setup. I am available tomorrow afternoon if you are in town. If not I would be happy to set something up after the first of the

year, just let me know what works
for you.
Thanks,
Chris

CITY OF MORGAN HILL

CHRIS GHIONE
Community Services Director

17555 Peak Avenue, Morgan Hill,
California, USA 95037
d 408.782.9154 | **c** 408.427.6196
e chris.ghione@morganhill.ca.gov |
www.morganhill.ca.gov
[Facebook](#) | [Twitter](#)

[Sign up for City of Morgan Hill email updates](#)

From: D Dasovic
To: [Christina Turner](#)
Subject: Fwd: Agenda Item #23, February 21st 2018 City Council Meeting
Date: Wednesday, February 21, 2018 8:53:32 AM
Attachments: [attachment 1.pdf](#)

Good Morning, and thank you for the reply.

Attached find letter from my mother's Medical Patient Navigator-

Regarding Mr. Ghione's email, it was forwarded [on Friday evening](#). Due to the weekend and Monday being a holiday, we were not able to speak with our attorney until yesterday. There was a lot of confusion on our end regarding what the actual proposed policy would look like, and if it would include details regarding accessible access for my mother, which it does not. Please refer to my email to you of February 15th, which I am unable to attach, but will forward shortly.

Thank you,
Diane Dasovic

Sent from my iPad



Susan G. Lucier
7 Linda Vista
Orinda, CA 94563

Patient Navigator

February 19, 2018

Honorable Mayer and
City Council Members
City of Morgan Hill
171 W. Edmundson Avenue
Morgan Hill, CA 95037

IN RE: East Third Street Access and Mrs. Ivanka Dasovic

To Whom It May Concern:

I am a Patient Navigator working throughout the Bay Area with clients of varying medical challenges, including Mrs. Ivanka Dasovic. My work takes me to numerous Bay Area hospitals, emergency rooms, and to private residences. I travel to out of state facilities such as the Mayo Clinic, UD-San Diego Moores Cancer Center and Seattle's Fred Hutchinson Cancer Center. In addition, I completed eight years of full time care-giving of my immediate family in their declining years and through various medical emergencies. Prior to my career change to Patient Navigation, I was employed by Merrill Lynch in Investment Banking for many years, terminated by my own family's sudden health crises, beginning in 2003.

Entry into the medical maze of health care opened my eyes to the erratic access to quality care. What are common barriers to access? Geographic restrictions, insurance (or lack thereof), financial constraints, mobility issues, multiple diseases (co-morbidity), and lack of family support. Recovery from medical intervention provides even more challenges = underfunded rehab facilities, limited one-on-one care and sketchy operational oversight.

Older people want choices about where and how they age in place. Aging in their homes and recognizable neighborhoods creates healthy attachment and feelings of security. They are often surrounded by caring relationships and familiar services. Having people remain in their residences for as long as possible avoids the costly option of institutional care. A physical home affects the older person's sense of well-being and independence. Their familiar belongings, garden spots, neighbors, and community services reduce stress and increase optimism,

One key element to being safe "in place" is easy access to medical services (emergency vehicles and home health professionals) and police services. Reliability of these critical services is often a given in large cities. However, the current and proposed commercial endeavors on East Third Street may well thwart such reliability for Mrs. Dasovic. Successful and safe "aging in place" for Mrs. Dasovic is directly tied to on-demand egress and ingress of her (1) home health professionals, (2) family transportation and (3) emergency vehicles. Absent this rightful access, Mrs. Dasovic's longtime home becomes isolated from critical support to which she is entitled. Relocating Mrs. Dasovic out of her home is not an option and would, in fact, accelerate her current medical conditions.

In my community (Lafayette/Moraga/Orinda "Lamorinda"), we offer our citizens numerous 'aging in place' support systems including (1) virtual "villages" of like-minded homeowners who support one another in their independence while remaining at home and (2) strict noise ordinances to protect the peaceful

Page two

sanctity of private residences. Lamorinda has a large aging population who generously contributed years of vitality to our communities so we work hard to encourage them to remain in their homes.

My letter simply serves to alert the Morgan Hill City Council to the emotional and medical benefits for any of us to 'age in place' when family and community support it. My professional concern for Mrs. Dasovic is that, without guarantees of easy, immediate and rightful access to her home by health professionals and emergency technicians, she is denied her rights to safe and affordable living conditions – something she is entitled to as a longtime private homeowner of Morgan Hill.

Very truly yours,

Susan G. Lucier
Patient Navigator
Health Coach
(925) 997-1707
susan@susanlucier.com

Ref: *The Measuring of Aging in Place to Older People*
The Gerontologist Vol. 52, Issue 3, June 2012

From: D Dasovic
To: [Christina Turner](#)
Cc: [Michelle Bigelow](#); [Chris Ghione](#); [Steve Tate](#); [Larry Carr](#); [Rich Constantine](#); [Caitlin Jachimowicz](#); [Rene Spring](#)
Subject: Fwd: February 15 email
Date: Wednesday, February 21, 2018 8:59:38 AM
Attachments: [February 15 email.pdf](#)

Ms. Turner,

For your review, please see the first paragraph of the attached email I had sent to you on February 15, 2018.

Thank you,
Diane Dasovic

>
>
>
>
>
>

From: D Dasovic [mailto:d_dasovic@yahoo.com]
Sent: Thursday, February 15, 2018 7:34 AM
To: Christina Turner <Christina.Turner@morganhill.ca.gov>
Cc: Rich Constantine <Rich.Constantine@morganhill.ca.gov>
Subject: Fwd: Event Coordination

Hello Christina

Thank you for the reply. Once again, I respectfully request that you provide us with details regarding exactly how the City will provide accessible access from the designated reserved parking spaces through the event area to each resident, and specifically my mother, if not specified in the policy.

On an unrelated matter, can you take care of this?
<image001.jpg>

A parking stall was removed fronting 75 E. 3rd Street, during the Plaza Project. The project manager informed us that a the stall would be relocated to the east, and a landscaped barrier would be installed next to the driveway approach. However, it has been sitting unfinished for years. Last summer, Dale Dapp informed me that the City would be soon installing landscaping to cover the area, but nothing ever came of it.

The empty bed is an eyesore, and a hazard. Several vehicles have had to be towed, when they mistaken it for a parking spot. And during periods of heavy rain, bark and debris from the empty bed covers nearby drainage grate, causing flooding.

Please respond.

Thank you,
Daine



Item # 23
AGENDA DATE: 02/21/18
SUPPLEMENT # 2

February 21, 2018

Mayor Steve Tate and City Council
Morgan Hill City Council
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037

Re: February 21, 2018 City Council Meeting Agenda item 23
Downtown Special Events and Street Closures

Mayor Tate and Councilmembers,

The Morgan Hill Downtown Association is committed to promoting the downtown business district and working with the businesses and residents to make sure that this unique district in our community is the best place possible for working and living while doing so.

We do believe the 3rd Street Promenade should be considered a primary location for events and activities. The central location and proximity to the parking garage as well as the attractive and useful amenities make it a natural focal point in the downtown. This all makes sense as this was the intended purpose of the location as it was designed and built.

We are in substantial acceptance of the proposed “Downtown Street Closures” policy but request flexibility in evaluation of an event’s significance to the community. Also the perception that an entire street needs closure to properly host an event should be viewed from the organizer’s perspective of the best odds for success, unnecessarily reconfiguring of an event may reduce the odds for success.

We believe there should be an equitable balance between the wants and needs of the public and rights of the private residents and we feel the current proposed policy as revised is consistent with those wishes.

We hope that this set of policies will help residents feel that their personal needs are being respected and those of the business community are being honored.

We support the current resolution for Downtown Special Events and Street Closures.

Thank you for your time and attention.

Sincerely,
Board of Directors
Morgan Hill Downtown Association

PUBLIC COMMENT

AGENDA DATE: 02/21/18

SUPPLEMENT # 1

From: [Michelle Wilson](#)
To: [Angie Gonzalez](#)
Subject: FW: Public Comment for Feb 21 Council Meeting, Objection to Prior Council Action, Ordinance #2264
Date: Tuesday, February 20, 2018 9:03:37 AM

From: Chris Monack [mailto:chris.monack@gmail.com]
Sent: Monday, February 19, 2018 11:36 AM
To: Michelle Wilson <Michelle.Wilson@morganhill.ca.gov>; Steve Tate <Steve.Tate@morganhill.ca.gov>; Larry Carr <Larry.Carr@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Caitlin Jachimowicz <Caitlin.Jachimowicz@Morgan-Hill.ca.gov>
Cc: Christina Turner <Christina.Turner@morganhill.ca.gov>; Leslie Little <Leslie.Little@morganhill.ca.gov>; Jennifer Carman <Jennifer.Carman@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>
Subject: Public Comment for Feb 21 Council Meeting, Objection to Prior Council Action, Ordinance #2264

Mayor and Council Members,

Let me begin by confirming that, contrary to what any of you may have heard, I am still a resident of Morgan Hill, and as such I still have a vested interest in how the City conducts business.

My purpose for this public comment is to express my disappointment at how irresponsible I believe the City acted in drafting and adopting Ordinance #2264. This ordinance, placed on the November 15, 2017, and December 6, 2017, City Council agendas, used language that was unclear in describing the intent of the ordinance, and included a Staff Report that omitted information. The ordinance amended Development Agreements by circumventing an established public process, and in doing so, negated reasonable opportunity for public participation and input.

All of you should be aware from my previous objections that I am and have been against questionable development extensions. I make an effort to look at Council agendas for anything noting Development Agreement amendments, with specific attention to extensions. If you need reminding, I have been following the Scott Murray/Dunne-Busk project with interest since October of 2016. This is not or ever has been a personal vendetta against Mr. Murray. It has been an exercise for me in following the City's transition between Measure C and Measure S. I learned Ordinance #2264 while following up on the Dunne-Busk Development Agreement, which was dated for termination on 12/30/2017. When I contacted Leslie Little, Assistant City Manager for Community Development, on 2/13/2018, she told me Dunne-Busk was in good standing. From further conversation with her, I learned the Dunne-Busk Development Agreement had been amended through Ordinance #2264, adopted on 12/6/2017. In researching the ordinance, I began to understand how and why I overlooked Dunne-Busk's Development Agreement being amended. The title of the agenda item for this ordinance was not clearly presented. Even if the title had offered some hint as to the nature of the ordinance, the Staff Report failed to provide adequate information to connect the ordinance to Dunne-Busk.

1) As listed on the agendas for Nov 15, 2017, and again on Dec 6, 2017, the title DID NOT indicate

that this item would involve amending Development Agreements. I remind the Council and City staff that I was involved in an issue regarding listing of agenda items in clear language specific to the action being taken by the Council. That was on July 27, 2016, at which time the agenda listed an item as a "Report on Quality of Life Survey Results" with no indication that a Council vote on a potential funding measure buried in the Staff Report would be included. The language for the item was subsequently changed to include the funding measure, and I received assurance from the City that attention would be given to avoid this type of unclear language for agenda items in the future. This agenda item did not receive such attention. There is absolutely NO indication from the title of Ordinance #2264, as it is listed on the Council agenda, that Development Agreements would be amended, therefore there was no reason for me to look further into this item.

For reference, the agenda item's title was "**AN ORDINANCE OF THE CITY OF MORGAN HILL ALLOWING EXISTING RESIDENTIAL DEVELOPMENT PROJECTS WITH A COMMENCEMENT OF CONSTRUCTION REQUIREMENT TO UTILIZE THE EXERCISE OF ALLOTMENT PROVISION PROVIDED WITHIN THE RESIDENTIAL DEVELOPMENT CONTROL SYSTEM (RDCS) ORDINANCE SECTION 18.78.160 OF THE MORGAN HILL MUNICIPAL CODE**"

City staff needs to be aware that their target audience for these agendas is the public, and the language used must reflect that. What the staff wrote for the Council agenda and in the Staff Report was for the understanding of City staff, NOT for the understanding of the public. Would it have been so hard to write "**AN ORDINANCE OF THE CITY OF MORGAN HILL ALLOWING THE AMENDMENT OF DEVELOPMENT AGREEMENTS OF EXISTING RESIDENTIAL DEVELOPMENT PROJECTS GRANTED UNDER A PREVIOUS RESIDENTIAL DEVELOPMENT CONTROL SYSTEM (RDCS) TO UTILIZE THE EXERCISE OF ALLOTMENT PROVISION PROVIDED PURSUANT TO RDCS ORDINANCE SECTION 18.78.160 OF THE MORGAN HILL MUNICIPAL CODE,**" then identify in the Staff Report the projects affected by the ordinance, along with narrative specifying how and why those projects are affected? In doing that, there would have been few, if any, questions as to what action will be considered by the Council, and under what authority.

2) In drafting Ordinance #2264, City staff omitted information in the Staff Report that would have identified the projects benefiting from having their Development Agreements amended. Had Dunne-Busk been identified, I believe Council Members Spring and Jachimowicz, who twice voted against extending Dunne-Busk, would have at least questioned the clarity of the ordinance, and possibly Dunne-Busk's individual inclusion in benefiting, yet again, from an extension through this ordinance.

3) The Staff Report cited cost effectiveness as justification for the ordinance, yet the report did not identify how that cost effectiveness was determined. If City staff was able to determine a cost savings, that savings between employing a single ordinance vs. cost per processing individual agreements should have been disclosed, and I would think proudly disclosed, under "Fiscal and Resource Impacts" in the report.

4) The Staff Report indicated a preference to using a single ordinance over processing individual Development Agreement amendments, implying individual processing was a burden on City resources. I remind the members of the Council and City staff that on May 17, 2017, Agenda Item #18, titled "Development Agreement Amendments," was a single Council item for the purpose of

extending the Development Agreements of TEN (10) projects, TWICE the number verbally cited by Community Development Director Jennifer Carman at the Nov 15, 2017, Council meeting as applicants for Ordinance #2264. I point this out to show a) the City is capable of processing multiple agreements listed individually under a single action item, and b) the action(s) taken by the Council can be presented in clear language in the agenda item title as to the purpose of the action(s) being taken.

In summary, an ordinance was drafted and approved that allowed the City to circumvent an established public hearing process for amending Development Agreements. Whether intentional or not, unclear language was used in the agenda item title. The Staff Report itself did not provide full disclosure, including failing to provide the identity of the five projects benefiting from the ordinance. It should be noted Leslie Little gave me with a list of thirteen (13) projects, so the identification of the those five projects in the Staff Report becomes a detail that shouldn't have gone unreported. Details of staff's consultation with the City Attorney were also undisclosed in the report, although it appears one opinion from him was that amending agreements using a blanket ordinance is legal. It probably is, but legal isn't always right, nor is it always ethical.

If RDCS Implementation Policy J had been automatically applicable, there would be no need for an ordinance. Therefore, the fact is that the public process to amend the individual Development Agreements was still required to affect the application of Policy J. That public process was circumvented by the City upon the determination by staff that the convenience to the City using a blanket ordinance outweighed its obligation to the public's right to be informed of and participate in an established process. If the item title had informed me that Development Agreements would be amended, I would have read the Staff Report and certainly lodged, at the very least, my objection to the Council for using a blanket ordinance to amend multiple, unidentified projects. Under the circumstances, I was not provided the opportunity to do so.

To have put in the amount of time I did, close to a year and a half, only to feel the effort wasted due to a "cost-effective" administrative shortcut presented in an obscure manner is completely and utterly disheartening, and unacceptable. I would ask for an explanation from the Council and City staff, but why? In the end, as always, "It's done, and we can't go backward." Stamped as adopted and signed by the Mayor. We'll do better next time. Except this WAS next time...until the next time.

The City Council and staff have at numerous times in the past addressed the importance of transparency in how the City conducts business. This action by the City was far from transparent. In fact, an irony here is that the Staff Report states under "Council Priorities, Goals & Strategies" that "preserving and cultivating public trust" is an Ongoing Priority, and that "inclusiveness" is a Strategic Priority. I don't see either of those priorities satisfied here.

In any case, I request a public apology from the Council and the City staff to the residents of Morgan Hill they are supposed to represent. If nothing else, owning this and apologizing would be a good way for the City to cultivate a little public trust.

Chris Monack



CITY OF MORGAN HILL

Teammate Recognition

February 21, 2018



Welcome to our New Teammates!



City of Morgan Hill

New Teammate

Previous Position:

Planner II
County of Madera

University of California, Davis

Bachelor's in Environmental Policy Analysis & Planning

Review applications for zoning variances, permits, and planned developments. Conducts studies, makes field investigations, and implements the City's residential development control system.



Joey Dinh

Associate Planner



City of Morgan Hill

New Teammate

Previous Position:

Police Intern
City of Milpitas

California State University, Sacramento

Bachelor's in Speech Pathology and Audiology

Walden University

Master's of Business Administration

Processing police department records and reports
and responds to a variety of customer service
requests.



Gabrielle Gomez

Police Records Specialist



City of Morgan Hill

New Teammate

Previous Position:

Operator / Grade setter
DeSilva Gates Construction

Gavilan College

Water Certification

Performs water/wastewater collection system maintenance. His duties include pump station maintenance, pipeline cleaning and inspection, and heavy equipment operation.



John Pipkin Jr.

Utility Worker I



City of Morgan Hill

New Teammate

Previous Position:

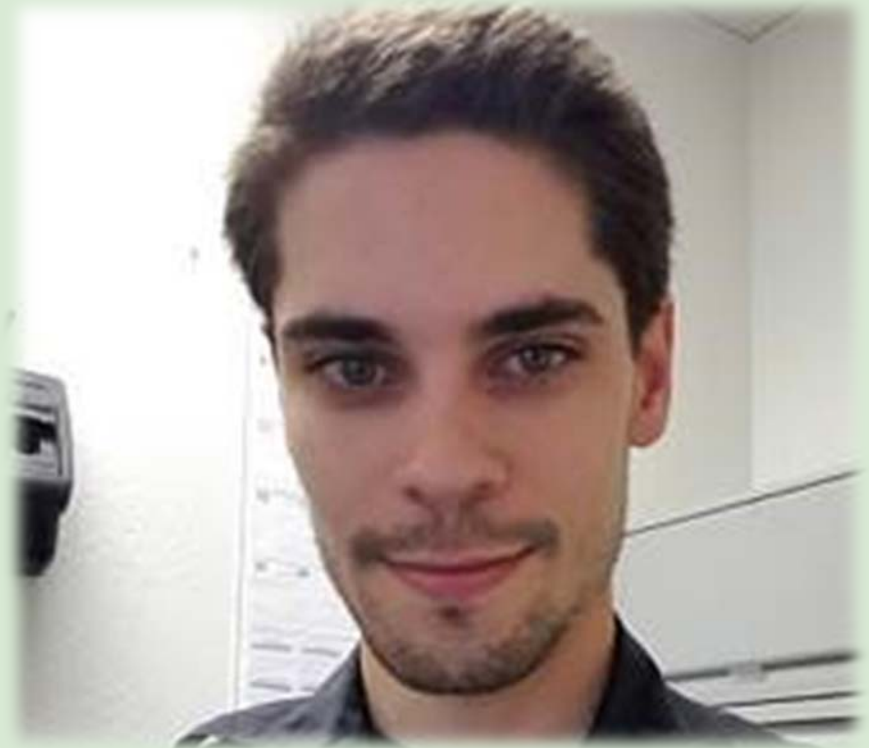
Police Intern

Morgan Hill Police Department

Sonoma State University

Bachelor's in Criminal Justice & Criminology

Provides animal services and oversees the processing of animal licenses and handles investigations related to animals.



Tyler Pecsok

Animal Services Officer



City of Morgan Hill

New Teammate

Previous Position:

Truck Driver

Tri County Transport, Gilroy

Hartnell College

Diesel Technology

Works with our Preventative Maintenance Team performing water/wastewater collection system maintenance. His duties include pump station maintenance, pipeline cleaning, and inspection and heavy equipment operation.



Hector Marquez

Utility Worker I



**Congratulations to our recent
RETIREMENTS!**



City of Morgan Hill Teammate

Celebrating 15 years of Dedicated Service

Started with the City May 2002
Retired November 30, 2017



Karl Bjarke

Engineering & Utilities Director



City of Morgan Hill Teammate

Celebrating 16 years of Dedicated Service

Started with the City February 2001
Retired December 29, 2017



Joni Evans

Sr. Human Resources Analyst

February Developmental Asset Asset #1

Family Support

Family life provides high levels of love
and support.

Tips on this month's asset

- Spend time as a family but allow each member to have some time for themselves
- Positively support youth in their passions and aspirations
- Allow time and space for creative expression



Positive examples of Family Support

Diana: "When I'm passionate and exciting about something, my mother supports me by reciprocating my passion and excitement."

Carlos: "My parents provide a roof over my head and support me."

Justin: "My parents support me by making sure I do well in school and participate in sports."

Complementary Developmental Asset Asset #3

Other Adult Relationships

Young person receives support
from three or more non-parent
adults.

Importance of Other Adult Relationships

- Having other adult relationships allow support in all areas of a youth's life
- This includes teachers, counselors, and coaches

