



**Special - 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, June 6, 2018 6:00 pm

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

PUBLIC NOTICE

The Public Hearing on Establishing an Annual Regulatory Fee for Massage Establishments within the City limits that was noticed for consideration by the City Council at this meeting will be continued to the June 20, 2018 City Council meeting. This will be duly noticed.

SPECIAL/REGULAR MEETING

(6:00 P.M. Commission Interviews/ 7:00 P.M. Regular Meeting)

A special meeting of the City Council is called at 6:00 p.m. for the purpose of conducting Commission Interviews.

SPECIAL MEETING

6:00 P.M.

CALL TO ORDER

(Mayor Tate)

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

Per Government Code Section 54954.2

(Deputy City Clerk Bigelow)

COMMISSION INTERVIEWS

1. INTERVIEWS TO FILL ONE (1) VACANCY ON THE LIBRARY, CULTURE, AND ARTS COMMISSION

Recommendation:

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

REGULAR MEETING

7:00 P.M.

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

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Council Member Jachimowicz

CITY MANAGER'S REPORT

Teammate Recognitions

New Hires

Michael Horta - Sr. Human Resources Analyst
Lynette Kong - Associate Engineer

Promotions

Jennie Tucker- Recreation Manager

Retirement

Debbie Lee- Lazzarino

CITY ATTORNEY'S REPORT

OTHER REPORTS

RECOGNITIONS

Recognizing Roger Knopf for his time, dedication, and service to the Morgan Hill Corporation Yard Commission

June 6, 2018

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

2. ACCEPT HIGHLAND AVENUE SEWER UPGRADE PROJECT

Recommendation:

1. Accept as complete the Highland Avenue Sewer Upgrade Project in the final amount of \$585,616;
2. Authorize the City Engineer to sign the attached Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

3. APPROVAL OF STORMWATER BEST MANAGEMENT PRACTICES (BMP) OPERATION AND MAINTENANCE AGREEMENT FOR BUTTERFIELD SELF STORAGE DEVELOPMENT AT 955 JARVIS DRIVE (APN: 726-25-090)

Recommendation:

1. Approve a Stormwater Best Management Practices (BMP) Operation and Maintenance Agreement for the Butterfield Self Storage at 955 Jarvis Drive (APN: 726-25-090); and
2. Authorize the City Manager to execute the Stormwater BMP Operation and Maintenance Agreement pending review and approval by the City Attorney.

4. APPROVAL OF STORMWATER BEST MANAGEMENT PRACTICES (BMP) OPERATION AND MAINTENANCE AGREEMENT FOR MJR ELECTRIC DEVELOPMENT AT 155 MAST STREET (APN: 817-02-050)

Recommendation:

1. Approve a Stormwater Best Management Practices (BMP) Operation and Maintenance Agreement for the MJR Electric development at 155 Mast Street (APN: 817-02-050); and
2. Authorize the City Manager to execute the Stormwater BMP Operation and Maintenance Agreement pending review and approval by the City Attorney.

5. APPROVAL OF STORMWATER BEST MANAGEMENT PRACTICES (BMP) OPERATION AND MAINTENANCE AGREEMENT FOR OAKWOOD SCHOOL DEVELOPMENT AT 105 JOHN WILSON WAY (APN: 779-04-073)

Recommendation:

1. Approve a Stormwater Best Management Practices (BMP) Operation and Maintenance Agreement for the Oakwood School development at 105 John Wilson Way (APN: 779-04-073); and
2. Authorize the City Manager to execute the Stormwater BMP Operation and Maintenance Agreement pending review and approval by the City Attorney.

6. FINAL MAP APPROVAL OF VALENCIA PHASE 2 - TRACT NO. 10433

Recommendation:

1. Approve the Final Map;
2. Authorize the City Manager to execute the Subdivision Improvements Agreement with MH Valencia 2015 Inc., a California Corporation;
3. Authorize the City Manager to execute a Stormwater Best-Management-Practices (BMP) Operation and Maintenance Agreement pending review and approval by the City Attorney; and
4. Authorize the recordation of the Final Map, the Subdivision Improvements Agreement, and the Stormwater BMP Operation and Maintenance Agreement.

7. FINAL MAP APPROVAL OF SAN SEBASTIAN PHASE 2A - TRACT NO. 10451

Recommendation:

1. Approve the Final Map;
2. Authorize the City Manager to execute the Subdivision Improvements Agreement with Toll CA XX, LP;
3. Authorize the City Manager to execute a Stormwater Best-Management-Practices (BMP) Operation and Maintenance Agreement pending review and approval by the City Attorney; and
4. Authorize the recordation of the Final Map, Subdivision Improvements Agreement, and the Stormwater BMP Operation and Maintenance Agreement.

8. RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE COOPERATIVE AGREEMENTS WITH THE SANTA CLARA VALLEY WATER DISTRICT TO SHARE IN THE COSTS AND ADMINISTRATION OF WATER CONSERVATION PROGRAMS

Recommendation:

Adopt resolution authorizing the City Manager to execute and administer a Cooperative Agreement annually for water conservation purposes with the Santa Clara Valley Water District.

9. APPROVE AGREEMENT FOR UNIFORM SERVICES FOR UTILITIES AND MAINTENANCE STAFF

Recommendation:

Approve and authorize the City Manager to execute a three-year service agreement for a total of \$66,000 with Prudential Overall Supply.

10. AWARD OF TRAFFIC SIGNING AND STRIPING MAINTENANCE SERVICE AGREEMENT

Recommendation:

1. Award a three-year contract to Chrisp Company in the amount of \$225,000; and
2. Authorize the City Manager to execute and administer the Maintenance Service Agreement with Chrisp Company.

11. AWARD JANITORIAL SERVICE CONTRACT

Recommendation:

1. Award a two-year contract to Firato Service Company, Inc. in the amount of \$880,859; and
2. Authorize the City Manager to execute and administer the Service Agreement with Firato Service Company, Inc.

12. APPROVE REHABILITATION OF THE 330 CREEKWOOD COURT BELOW MARKET RATE (BMR) HOME BY THE CITY HOUSING FUND

Recommendation:

1. Authorize rehabilitation of the Moderate, Below Market Rate (BMR) home located at 330 Creekwood Court to re-sell to an income-eligible buyer, preserving the unit within the City's affordable housing inventory at 120% of the Area Median Income and extending the affordability covenants; and
2. Adopt resolution to amend the City's Fiscal Year 2017-18 budget, appropriating \$74,851.43 from the Housing Fund (255) for short term expenses associated with the rehabilitation of the home located at 330 Creekwood Court, to be recovered at the time of resale of the property.

13. AUTHORIZE WRITE-OFF OF UNCOLLECTIBLE HOUSING REHABILITATION LOAN IN ACCORDANCE WITH THE WRITE-OFF POLICY

Recommendation:

Authorize write-off of uncollectible housing loan in the amount of \$38,725, in accordance with the write-off policy.

14. REPORT ON CURRENT OPERATIONS AT SKATEBOARD/BMX PARK

Recommendation:

Receive update on current operations at Skateboard/BMX Park.

15. ANNUAL EVALUATION REPORTS FOR THE SANTA CLARA COUNTY MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION (PPI)

Recommendation:

Accept the Annual Evaluation Reports for FY 2015-16 (Year 1) and FY 2016-17 (Year 2) of the 2015 Santa Clara County Multi-Jurisdictional Program for Public Information (PPI).

16. CALL FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018

Recommendation:

1. Adopt resolution calling for a General Municipal Election to be held on Tuesday, November 6, 2018 to elect a Mayor; one Council Member from District B; and one Council Member from District D; and
2. Adopt resolution requesting the services of the Board of Supervisors of the County of Santa Clara and the Registrar of Voters Office - and the Consolidation of the Election.

17. ADOPT ORDINANCE APPROVING A COMPREHENSIVE UPDATE OF TITLE 18 – ZONING OF THE CITY OF MORGAN HILL MUNICIPAL CODE INCLUDING AN AMENDMENT TO THE CITY’S OFFICIAL ZONING MAP CONSISTENT WITH THE MORGAN HILL 2035 GENERAL PLAN (FILE NO. ZA2016-0006: ZONING CODE UPDATE)

Recommendation:

Waive the reading, adopt Ordinance No. 2277, 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.

18. APPROVE THE MAY 16, 2018 MEETING MINUTES

Recommendation:

Approve Minutes.

19. APPROVE THE MAY 18, 2018 MEETING MINUTES

Recommendation:

Approve Minutes.

PUBLIC HEARING

20. CITY OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1 RESOLUTION ORDERING ANNUAL ASSESSMENTS AND RELATED ACTIONS

Recommendation:

1. Open and close the Public Hearing; and
2. Adopt resolution confirming Fiscal Year 18/19 annual assessments and ordering the levy of assessments for the District.

Estimated Time: 5 Minutes

21. PUBLIC HEARING TO ADOPT THE FISCAL YEAR (FY) 2018-19 AND 2019-20 OPERATING BUDGET, FY 2018-19 THROUGH 2023-24 CAPITAL IMPROVEMENT BUDGET, FY 2018-19 APPROPRIATIONS LIMIT, AND APPROVE A FIVE-YEAR AGREEMENT WITH CAL FIRE

Recommendation:

1. Open/Close Public Hearing;
2. Adopt resolution to:
 - a. Adopt the FY 2018-19 and 2019-20 Operating Budget;
 - b. Adopt the FY 2018-19 through 2023-24 Capital Improvement Program Budget;
 - c. Adopt the FY 2018-19 Appropriations Limit and Appropriations Limit Adjustment Factors;
3. Adopt resolution authorizing the City Manager to enter into a five-year agreement with the California Department of Forestry and Fire Protection (CAL FIRE) to provide fire and emergency medical response services effective July 1, 2018 through June 30, 2023; and
4. Adopt the Management, Professional, and Confidential Employees resolution and corresponding salary schedules effective July 1, 2018.

Estimated Time: 45 Minutes

FUTURE COUNCIL INITIATED AGENDA ITEMS

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

CLOSED SESSION

CLOSED SESSION ANNOUNCEMENT

OPPORTUNITY FOR PUBLIC COMMENT

ADJOURN TO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to:	Government Code Section 54956.9(d)(4)
Number of Cases:	One (1)

RECONVENE

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: June 6, 2018

PREPARED BY: Michelle Bigelow, Deputy City Clerk
APPROVED BY: City Manager

INTERVIEWS TO FILL ONE (1) VACANCY ON THE LIBRARY, CULTURE, AND ARTS COMMISSION

RECOMMENDATION(S)

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

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

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

REPORT NARRATIVE:

Effective April 20, 2018, Maria Antunes resigned from the LCAC. Recruitment efforts were conducted and resulted in four applications being submitted for Library, Culture, and Arts Commission appointment consideration: Karen McNulty, Poonam Chabra, Raquel Gonzalez, and Valerie Goodwin. The appointed applicant would fill the vacant seat with a term ending April 1, 2019.

All applicants have been invited and confirmed their availability to interview before the City Council on June 6, 2018. Their applications are attached for Council consideration.

COMMUNITY ENGAGEMENT: Involve

Recruitment efforts have been undertaken to encourage citizens to apply for City Council appointment consideration to the Library, Culture & Arts Commission via the Morgan Hill Times, City Website, Government Access Channel, and social media.

ALTERNATIVE ACTIONS:

The City Council may choose to make an appointment to fill the vacant seat. If the City Council desires to have a larger pool of applicants, it could decide to re-open the

application process to solicit more applicants to fill the seat not appointed at the June 6, 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.

FISCAL AND RESOURCE IMPACT:

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

CEQA (California Environmental Quality Act):

Not a project.

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

LINKS/ATTACHMENTS:

1. FUNDAMENTAL PRINCIPLES FOR A
2. Chapter 2.22 Master Provisions for boards and commissions
3. Chapter 2.68 Library, Culture and Arts Commission
4. Karen McNulty Application Package_Redacted
5. Poonam Chabra Application Packet_Redacted
6. Raquel Gonzalez Application Package_Redacted
7. Valerie Goodwin Application Packet_Redacted

**FUNDAMENTAL PRINCIPLES FOR A
RECRUITMENT, INTERVIEW AND APPOINTMENT PROCESS
ADOPTED JULY 6, 2005
AMENDED APRIL 25, 2007**

1. Conduct active outreach for candidates
2. Council discussion of expectations of Board, Commission or Committee members
3. Application questionnaire to focus on Council expectations
4. Council to conduct interviews
5. Individual council members have the opportunity to suggest top candidates
6. Mayor may have at least one week to consider Council suggestions and other factors, including the need for continuity, match up candidates with needs, etc.
7. Mayor makes appointments subject to Council ratification, after further Council discussion.

The specific process is as follows:

- Council to identify the characteristics it is looking for in candidates to be appointed on boards, commissions and committees prior to conducting interviews.
- Council to identify specific questions to be included in the Board, Commission, or Committee applications relative to their charge
- Include a question for incumbents to inquire whether they are currently serving as chair/vice-chair, next in line to serve as chair/vice-chair to the board or commission, and/or are assigned to a special project
- Council to conduct interviews and ask clarifying questions.
- Council to discuss the characteristics of each candidate (e.g., new voice, experience, etc.)
- Each Councilmember would identify their top candidates to fill vacancies plus one. Councilmembers can vote for the number of candidates for vacancies available plus one.
- Mayor to consider Council members' top candidates; returning to the Council at a following meeting with a recommended appointment(s)
- Council to discuss recommended appointment(s)
- Council ratifies the Mayor's appointment

**STEVE TATE, MAYOR
APRIL 25, 2007**

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)

Print**Commission Application - Submission #13607****Date Submitted: 5/1/2018****First Name**

Karen

Last Name

McNulty

Address1**Address2****City**

Morgan Hill

State

CA

Zip

95037

Home Phone Number**Cell Phone Number**

2

email address**Occupation**

Artist

Are you a registered voter?

yes ▼

Please list any properties you own in Morgan Hill**Do you have any relatives currently employed by the City of Morgan Hill?**

No ▼

Attachment: Karen McNulty Application Package_Redacted (1790 : Commission Interviews)

If yes, please provide name

Visit the link below for information on the Planning Commission

[Planning Commission](#)

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

[Parks and Recreation Commission](#)

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

[Library, Culture, and Arts Commission](#)

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission ▼

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

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

Yes, The city of Mission Viejo, CA Arts Alive planning commission. Organize, plan and schedule themes and scenery and projects for the event.

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

I am a highly motivated individual, and it is my hope to bring more art, culture and diversity to the City of Morgan Hill.

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

I believe it is the city agency that champions the arts and believes that a creative cultural environment is essential to the city's ability to flourish and foster positive social change.

What would you like to accomplish as a commissioner?

Social facilitation, humans have the tendency to perform differently when in the presence of others than when they are alone. I believe if you add an Art outreach to your community people will feel the need to talk and express thoughts in a creative arena.

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

Art is a critical power in strengthening communities and building bridges of socio-economic diversity. Finding a common ground is always the biggest challenge

If you are an incumbent seeking reappointment, please answer the following questions:

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

☐ Yes

☒ No

Are you currently serving on a committee

☐ Yes

☒ No

Are you assigned to a special project?

☐ Yes

☒ No

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

Please review the City Council Ethics Policy

[City Council Ethics Policy](#)

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

Karen McNulty

Date

5/1/2018

7:30 AM

Attachment: Karen McNulty Application Package_Redacted (1790 : Commission Interviews)

Karen McNulty

May 09, 2018

Morgan Hill CA 95037

May, 9 2018

City of Morgan Hill

17575 Peak Avenue, Morgan Hill, California,
USA 95037

Dear Selection Committee:

I am writing you to express interest for the open position Library, Culture and Arts commission . I have been working as the Scenic Charge for the San Francisco Playhouse for the past three years and as over-hire Scenic for Opera San Jose. Prior to relocating to Northern California, I held the position as Staff Scenic Artist and Associate Faculty of Technical Theatre at Saddleback College in Mission Viejo, California.

As a Park Artist at the Disneyland Resort, I was responsible for creating and maintaining themed paint finishes at the resort and numerous projects for the Walt Disney World Resort in Florida.

I have a passion for the Arts and Entertainment industry and after receiving my degrees from Baldwin Wallace University, my career went westward working as an Art Director for the Entertainment Complex at Fisherman's Wharf. I assisted in the design and planning of the Ripley's Believe It Or Not Museum in Buena Park, California.

My previous experience has allowed me to work and create in a fast paced environment and I believe I am an exceptional candidate for this position. I would embrace the opportunity to meet with you to explain how my talents and skills would compliment The City of Morgan Hill.

Sincerely,

Karen McNulty

Attachment: Karen McNulty Application Package_Redacted (1790 : Commission Interviews)

Karen McNulty

Morgan Hill, CA 95037

Email:

Education

1986 – B.A., Baldwin Wallace University. Major: Speech Communication and Theatre

1987 – B.A., Baldwin Wallace University. Major: Studio Art

Certification

Cal OSHA safety and equipment training ladders, scissor lifts and reticulating boom lifts.

Publications

“Why should I use scenic paints?” Musson Theatrical and Rosco Laboratories, October 2017

Mission Santa Clara ‘Yesterday and Today’ Santa Clara University, Santa Clara, CA

Faculty

Sept 2016 - Present Guest Scenic Artist Santa Clara University Santa Clara, CA

Scenic Artist and instructor for 6 yearly show season and special projects

Jan 2015 - June 2015 Theatre Advisor/Artist Gilroy Unified School District, Christopher High School, Gilroy, CA

October 2009 - June 2014 Associate Professor of Technical Theatre; Professor of Scenic art and Technical Theatre Saddleback College Mission Viejo, CA

October 2014 Guest Designer Scenic Designer Dead Mans Cell Phone
Entertainment and Theatre Technology Department Saddleback College
Mission Viejo, CA

April 2011 - May 2013 Visual Advisor Power point presentation for theming in the
Entertainment Industry, Participate in annual art event, Arts Alive Mission Viejo, CA

Jan 2012 Safety Trainer Disneyland Resort
Weekly safety presentations to resort cast members

Industry Experience

2015 - Present Scenic Charge Artist San Francisco, CA
Provide oversight, direction and evaluation of scene painting of seven show season from initial design meetings to installation and maintenance of shows ensuring creative standards are met utilizing best paint management procedures and practices

2014 - Present Scenic Artist 2014 Opera San Jose San Jose, CA
Scenic Artist for production department as a over-hire

October 2015 - June 2015 Scenic Charge Artist San Jose Repertory Theatre
San Jose CA
Scenic Artist for five show seasons

August 2015 - May 2016 Scenic Artist Berkeley Repertory Theatre Berkeley CA

Over-hire Scenic Artist

August 2009 –November 2010 Planner /Scheduler Frankly Made Theme Painting
Anaheim, CA
Schedule and bid Projects and provide recommendations

1997 – 2009 Ager Grainer/Park Artist Disneyland Resort Anaheim, CA
Responsibilities included the paint themeing and installation and maintenance of various park attractions and vending carts

1987 – 1997 Scenic Designer Movieland Wax Museum Buena Park, CA
Management, design and painting for various scenic elements in museum.

Awards and Honors

Outstanding City Leadership Award., Mission Viejo, CA, 2012

Disneyland: Bronze Spirit Award – Cast Excellent, 2000

Silver Spirit Award – Operational & Financial Performance, 2001

Print

Commission Application - Submission #13712

Date Submitted: 5/17/2018

First Name	Last Name
Poonam	Chabra

Address1

Address2

City	State	Zip
Morgan Hill	California	95037

Home Phone Number	Cell Phone Number

email address

Occupation	Are you a registered voter?
Events Coordinator	yes

Please list any properties you own in Morgan Hill

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

No

Attachment: Poonam Chabra Application Packet_Redacted (1790 : Commission Interviews)

If yes, please provide name

Visit the link below for information on the Planning Commission

[Planning Commission](#)

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

[Parks and Recreation Commission](#)

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

[Library, Culture, and Arts Commission](#)

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission ▼

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

Parks and Recreation Commission ▼

Please upload a letter of interest or cover letter

Choose File No file chosen

Please upload a resume

Poonam Chabra Resume 2018.docx

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

Executive Committee in the Leadership Morgan Hill class of 2018

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

As the President of the Indian Association of South County, I have a passion for communicating the Community with Art and Culture. Strong Partnership skills with various non-profit organizations that are based on Culture and arts and can leverage this to to promote and create opportunities that are strategically aligned with the interests of the community as a whole.

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

The role of the commission would primarily be to respond to community interests in creating cultural arts opportunities that empower the individual and overall support and enhance the community.

What would you like to accomplish as a commissioner?

To plan and support the existing Commission in upcoming Cultural activities, support various organizations in the City and also present to the City Council, to various organizations and the other commissions in the City

Attachment: Poonam Chabra Application Packet_Redacted (1790 : Commission Interviews)

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

Sponsorship and Funds for cultural arts programs, Developing grants and funding sources - As the President of IASC, I serve as the Sponsorship coordinator raising funds for my organization. I also serve as the Sponsorship lead for the Leadership Morgan Hill class of 2018

If you are an incumbent seeking reappointment, please answer the following questions:**Are you next in line to serve as Chair or Vice-Chair?**

- ☐ Yes
☒ No

Are you currently serving on a committee

- ☒ Yes
☐ No

Are you assigned to a special project?

- ☒ Yes
☐ No

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

Leadership Morgan Hill class of 2018 - Arts and Inspiration Project

Please review the City Council Ethics Policy

[City Council Ethics Policy](#)

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Poonam Chabra

Date

10/24/196'

10:30 PM

Attachment: Poonam Chabra Application Packet_Redacted (1790 : Commission Interviews)

POONAM CHABRA

PROFESSIONAL EXPERIENCE

RingCentral, Inc. – Field Event Marketing Coordinator (Contractor)

Nov. 2015 to Aug. 2017

Assist with large-scale industry events, trade shows, roadshows, user conferences, RingCentral Forums, franchise partner events, and direct sales field events (sport, charity, lunches)

- **Event Operations, Logistics & Project Management**
 - o Timeline Management: Coordinate and monitor the deadlines for all the deliverables of each event
 - o Collateral Asset Production: Coordinate e-mails, list builds, landing pages, banners, booth graphics, print production
 - o Show Services Management: Manage booth property, facilitate show services, coordinate shipping assets, onsite meeting bookings
 - o Housing and Staff Coordination: Contract negotiation, hotel rooming blocks, booth staffing
 - o Communications Liaison: Provide conduit channel for key stakeholders/cross-functional and Sales teams
 - o Venue and A/V Management: On-site venue visits, layout, negotiations, payment, Technical Coordination and décor
 - o Food and Beverage Coordination: Menu coordination and final evaluation of Banquet event orders.
 - o Milestone Events: Dreamforce, HIMSS, Enterprise Connect, RingCentral Forums
- **Partner Marketing Programs**
 - o Partner Events: Coordinated and executed joint partner demand generation programs (i.e. Google, CDW and Salesforce) including seminars, webinars, roadshows, on-site customer briefings and regional events
 - o Partner Program Administration: Day-to-day responsibilities including scheduling, contract management, event planning, update event calendars, maintaining budget and accurate CRM records of 3 partner groups activities and communications
- **Analysis and Reporting**
 - o Lead Generation: Create landing pages and smart list reports within Marketo, B2B marketing, manage data and tracking in Salesforce
 - o Registration Management and Reporting: Registrant and attendee tracking/reporting, Campaign and lead flow management, pre-and post event reporting, executive summaries
- **Inventory & Collateral Management**
 - o Marketing Management: Facilitate inventory tracking/reporting of show collateral, swag, booth properties
 - o Vendor & Brand Management: Work with external vendors, Sales, Partners, Creative and Social Media teams to produce collateral, booth signage, show give-aways ensuring adherence to brand message and guidelines
- **Department Administration**
 - o Budget Management: Manage and track event marketing budget and month end closing
 - o Purchasing and Finance: Create POs and reconcile invoices
- **Software Skills**: Marketo, Salesforce, HTML, NetSuite, Office365 (Microsoft Word, Office, Excel, PowerPoint)

India Community Center - Event Project Manager (Contractor)

Mar. 2014 to Nov. 2014

- **Event Logistics & Project Management (Sevathon 2014 Charity Fundraiser & Marathon)**
 - o Timeline Management: Project planning with cross-functional teams to ensure deliverables are met on time and under budget
 - o Program Agenda and Speaker Management: Create agenda, manage speaker and mediator logistics, coordinate the webinar process, committee assignments, follow through
- **Sponsorship Management**
 - o Manage and secure sponsorships for Charity clients
 - o Coordinating branding and collateral across vendors, clients, sponsors, media, staff
- **Vendor Management**
 - o City Services and Permit: Liaison externally with City Agencies (Parks & Recreation, City of Sunnyvale, City of Santa Clara, Sunnyvale Fire Marshall, Santa Clara County Health Department, American Red Cross) in the permit and approval process, Press and Media Partners for publicity.
 - o Cross-Functional Teams Management: Collaboration with the Registration, Production, Site Administration, Media, Security, Medical teams to ensure all plans integrate seamlessly into overall event execution
 - o Contract Coordination: Develop and manage RFP process, negotiate and manage vendor contracts. Oversee inventory procurement from outside vendors
- **P&L Analysis and Reporting**
 - o Analyze current P&L against previous years performance
 - o Provide post-event debrief report on budget performance

Chabra Services - Event Planner and Emcee

Jan. 2001 to Nov. 2015

Coordinate and emceed many successful events including leadership events, internal conferences, Product launches, client events, fundraisers, music festivals & weddings.

OTHER POSITIONS HELD:

- Research Chemist, ALZA Corporation – Palo Alto, CA – 1995-2000
- Materials Chemist, UNOCAL Oil Refinery – Hercules, CA – 1994-1995
- High School Teacher, Frank Anthony Public School – Bangalore, India – 1992-1993

COMMUNITY CONTRIBUTIONS:

- **Leadership Skills: President**, Indian Association of South County (IASC) – a 501(c)3 non-profit organization created to enlighten our children on the virtues of our Indian Culture. Subcommittees:
 - o Cultural Events
 - o Festivals Fundraising
 - o Events Sponsorship and Program Ad Sales
- Board Member and Trustee, Children USA – a 501(c)3 charitable organization providing food, shelter, medical attention and education for under-privileged children in India

EDUCATION:

- Event Management Certification, EventTrix/Hunter Communications, 2015
- Crowd Management Certification, City of Sunnyvale, Fire Marshal, 2014
- MS, Chemistry, Bangalore University, Bangalore, India, 1992
- BS, Physics, Chemistry and Math, Bangalore University, Bangalore, India, 1990

Print**Commission Application - Submission #13619****Date Submitted: 5/2/2018****First Name**

Raquel

Last Name

Gonzalez

Address1**Address2****City**

Morgan Hill

State

CA

Zip

95037

Home Phone Number**Cell Phone Number****email address****Occupation**

Enterprise Director

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill**Do you have any relatives currently employed by the City of Morgan Hill?**

No

Attachment: Raquel Gonzalez Application Package_Redacted (1790 : Commission Interviews)

If yes, please provide name

Visit the link below for information on the Planning Commission

[Planning Commission](#)

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

[Parks and Recreation Commission](#)

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

[Library, Culture, and Arts Commission](#)

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission ▼

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

Parks and Recreation Commission ▼

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

No, however I did work for the City of Seattle for 17 years and participated in community outreach and boards.

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

I am currently a System Director for an area hospital in the area of operations. I possess budgeting and operations skills that would help with this body of work.

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

Yes, I believe strongly in providing books, culture, art and the overall opportunity to learn to the community.

What would you like to accomplish as a commissioner?

Ensure funding and accessibility to members of the community.

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

Expand reach and ensure that Morgan Hill is reaching all members of the community.

If you are an incumbent seeking reappointment, please answer the following questions:

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

☐ Yes

☒ No

Are you currently serving on a committee

☐ Yes

☒ No

Are you assigned to a special project?

☐ Yes

☒ No

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

Please review the City Council Ethics Policy

[City Council Ethics Policy](#)

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Raquel Gonzalez

Date

5/2/2018

3:45 PM

Attachment: Raquel Gonzalez Application Package_Redacted (1790 : Commission Interviews)

May 9, 2018

Library, Culture, and Arts Commission
Morgan Hill, CA 95037

Subject: Library, Culture, and Arts Commission Application

Dear Members,

My name is Raquel Gonzalez and I am applying for the vacant position on the Library, Culture, and Arts Commission. My resume is attached for your review.

My interest in this position is to get involved with the Morgan Hill community and participate in civic outreach. The Library, Culture, and Arts Commission oversee areas that I am passionate about and would like to help by carrying out the goals of the commission and the City of Morgan Hill plus integrating arts and culture into everyday life and doing needed outreach to the community.

Thank you,
Raquel Gonzalez

Morgan Hill, CA 95037

Attachment: Raquel Gonzalez Application Package_Redacted (1790 : Commission Interviews)

Raquel M. Gonzalez

◆ Morgan Hill, CA ◆

Profile

Goal-orientated, energetic and experienced professional with proven successes in process improvement, operations, value analysis, purchasing, contracting, quality control, management, finance, technology, and policy. Equipped with excellent communication, coordination, strategizing, execution, and analytical skills. Fully committed to providing effective and dynamic solutions to the ongoing objectives.

Professional Experience

El Camino Hospital, Mountain View, CA

2017 to present

Enterprise Supply Chain Director

Oversee Operations, Value Analysis, Purchasing, Contracting, Receiving, Copy and Mail Services.

- Create organization-wide value analysis teams and processes to implement standardization, cost savings, efficiencies and lean processes. Ensure value analysis includes comprehensive analytics for evidence based decisions based on cost, quality, and outcome data plus formulate advanced contracting strategies for service line initiatives.
- Redesign Purchasing, Contracting, and Value Analysis procedures through LEAN processes by streamlining and creating standard work and processes while creating transparency.
- Develop strategies to achieve organizational cost savings goals and reduction of inventory.
- Establish new processes for acquisition and trial processes for supplies and capital equipment.
- Creation of an implant room and implant coordination program to better track owned and consigned items for the OR and Intervention Services.
- Implemented a new Reprocessing Program system wide capturing over \$1M cost savings and removing 25,000 lbs. from waste stream plus reduced overall operational budget by 10 percent.

Legacy Health, Portland, OR

2014 - 2017

System Director, Supply Chain Program Admin.

Responsible for strategic planning, project implementation and management for an eight system hospital, which included Operations, Accounts Payable, Recovery Services, Analytics, Project Management Office, Value Analysis and Sustainability.

- Supported development and execution of system business strategy and new programs to facilitate service line expansion, value analysis, standardization, and re-engineer several initiatives to capture efficiencies.
- Developed strategies, policies, and infrastructure to optimize system service line functions.
- Developed and managed system-wide initiatives/projects to ensure comprehensive implementations.
- Effectively built and established relationships across the organization and supplier partnerships.
- Established organization-wide value analysis teams and processes and improve relationships across service lines to improve processes, capture savings, and implement needed policies.

Virginia Mason Medical Center, Seattle WA

2011 - 2014

Director, Supply Chain Operations

Provided leadership and direction for 24-hour operations of Supply Chain Operations, which included Distribution, Quality & Policy Oversight, Value Analysis, Performance Management, and MMIS.

- Developed and implemented hospital specific operational and financial goals and objectives consistent with VMMC and Supply Chain's strategic plans and goals.
- Participated in the development of long-term strategy/vision initiatives which included supplier collaboration, value based contracting, service line expansion, physician preference items and operational efficiencies throughout the hospital.

Raquel M. Gonzalez

◆ Morgan Hill, CA ◆

- Ensured high level of customer service, correct inventory levels, forecast and maintained staffing resources, managed capital and operating budget, and implemented value analysis program.
- Participated in organization-wide committees to establish/improve customer service and build relationships cross service lines to improve processes, plans, policies and efficiencies.
- Implemented LEAN and Kaizen performance management processes through core strategic elements encompassing employee satisfaction, team atmosphere, and procedure improvement.
- Served as Distribution manager, supervisor, and technician, which allowed an in-depth understanding of the hospital, service lines, and operations.

City of Seattle, Seattle, WA

1993-2010

Management Services Director 2006 - 2010

Managed Human Resources, Information Technology, Financial Services, Operations, Contracting, Purchasing, Value Analysis, Temporary Compliance, and Emergency Management.

- Planned and implemented several citywide programs which helped to streamline processes and remove redundancies in HR, EEO, Purchasing, Operations, and Emergency Management.
- Engineered and streamlined new HR technology projects to gain efficiencies. Projects included secure e-mail pilot, ADA tracking system, Class Comp repository system, EEO system, Fire and Police Registration System and HRIS.
- Established citywide emergency guidelines for pandemic influenza, employee redeployment and emergent volunteer programs that ensured city staff were prepared for emergencies.
- Oversaw and improved effectiveness of citywide temporary compliance, EEO/AA and OFCCP compliance which allowed City to receive yearly federal and state grants.

Finance and Technology Manager 2000 - 2006

Managed Finance, Accounting, Technology, Contracting and Purchasing, Materials Management, Records Management, Emergency Management, Operations, and Citywide Unemployment.

- Managed Personnel Subfunds of \$150 million. Developed centralized tracking system for City's unemployment claims, which reduced cost by \$3 million annually.
- Implemented first City of Seattle e-payment system and online registration for the Fire and Police entry-level exam/application function, which captured yearly savings of \$70,000.
- Managed contracting, purchasing and materials management for various City departments.
- Created and implemented financial policies, which protected Personnel Subfund balances (\$150 million plus) and ensured proper usage of the funds. Revised existing HR policies and financial management processes which established best practices and stronger oversight for the City.

Sr. Management System Analyst 1997 – 2000

- Created and implemented financial policies, which protected Personnel Subfund balances (\$150 million plus) and ensured proper usage of the funds. Revised existing HR policies and financial management processes which established best practices and stronger oversight for the City.
- Serviced as lead analyst for policy, budget, materials management, purchasing, and contracting.
- Effectively created and implement the first Environmental Management Program.
- Created and operated the first centralized budget system and policy database for the department to which provided oversight and access by analysts and streamlined processes.

Management Systems Analyst 1993 – 1997

- Network Administrator (Netware 3. Ix and 4.x) for 75 users in the IS Division and asset manager. Implemented initiative and project managed the City's first Wireless Network initiative.
- Created, enhanced, and administered HR programs to support the departments recruiting, retention, and training efforts which included new employee orientation and computer training courses.

Raquel M. Gonzalez

◆ Morgan Hill, CA ◆

Montemayor y Asociados - San Antonio, Texas, 1989 – 1993

Account Director

- Directed and grew three of the agencies largest clients, which included Chrysler Corporation, Pharmor's Hispanic effort, and Benevidas Pharmacias. Coordinated and grew Household Finance Corporation, Hispanic effort, which became 35 percent of the agencies book of business.

Education

- ❖ **Doctor of Health Administration** (September 2016) University of Phoenix
- ❖ **Masters of Business Administration** (August 2001) University of Phoenix
- ❖ **Bachelors of Business Administration** (May 1992) University of Texas

Certifications

- ❖ **Six Sigma** – Green, Black, LEAN, Master Belts – 2015
- ❖ **Virginia Mason Lean Management System Certification** – September 2012
- ❖ **Health Care Certification – Category B** – August 2012
- ❖ **Emergency Management ICS Certification – 100, 200, 300, 400, 520, 700**
- ❖ **Project Management Certification** Bellevue Community College - 2004

Print**Commission Application - Submission #13620****Date Submitted: 5/2/2018****First Name**

Valerie

Last Name

Goodwin

Address1**Address2****City**

Morgan Hill

State

Ca

Zip

95037

Home Phone Number**Cell Phone Number****email address****Occupation**

Marketing Exec

Are you a registered voter?

yes ▼

Please list any properties you own in Morgan Hill

Home o

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

No ▼

Attachment: Valerie Goodwin Application Packet_Redacted (1790 : Commission Interviews)

If yes, please provide name

Visit the link below for information on the Planning Commission

[Planning Commission](#)

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

[Parks and Recreation Commission](#)

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

[Library, Culture, and Arts Commission](#)

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission ▼

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

Parks and Recreation Commission ▼

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

No

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

Business, PR, Marketing, advanced degree in marketing (MBA)

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

Help to make unified, collective and integrated decisions on behalf of MH public.

What would you like to accomplish as a commissioner?

Goal setting, budget management, leadership and thoughtful participation.

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

With a growing community, they arts commission could really use someone like me, given my corporate experience in marketing leadership arts public relations and government .

If you are an incumbent seeking reappointment, please answer the following questions:

Attachment: Valerie Goodwin Application Packet_Redacted (1790 : Commission Interviews)

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

☐ Yes

☒ No

Are you currently serving on a committee

☐ Yes

☒ No

Are you assigned to a special project?

☒ Yes

☐ No

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

I am currently on morgan hill leadership 2018 class.
I love it.

Please review the City Council Ethics Policy

[City Council Ethics Policy](#)

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

Valerie Goodwin

Date

2/2/2018

hh:mm am

Attachment: Valerie Goodwin Application Packet_Redacted (1790 : Commission Interviews)

To Morgan Hill Council,

Please accept my resume, application and this cover letter as expressed interest in the Library, Culture and Arts Commission seat. In addition to my interest, I am currently active on the Morgan Hill Leadership Team, 2018 and have become very interested in how I can serve my community.

For the last 13 years of my career I have worked for Abaxis Global Diagnostics, in a Sr. Director of Global Marketing role with heavy emphasis on strategic initiatives, while focusing on building a strong brand, but also digital and channel, and sales development strategies.

I have crafted a vision, strategy and a 3-year marketing implementation program that served as the framework for all marketing initiatives, further, I was instrumental in the development of a thought leadership and medical advisory forum which resulted in a rich product pipeline.

During my tenure, I have leveraged considerable marketing expertise along with business acumen, vision-driven thinking and innovation-as well as a firm grasp on the significance of revenue marketing. Providing strategic insight into positioning of new product launches, and new indications for mature lifecycle brands. Not only have I been instrumental in guiding internal teams to define business objectives and focus intently on methods to differentiate our products and services in the marketplace, but I have also constructed frameworks with which to target and engage new and existing customers with digital strategies; resulting in strong ROI. Marketing (MQL) leads were 52% of the sales pipeline resulting in 162% ROI for marketing spend. Marketing and Sales Teams were deeply entwined and oriented at working together to achieve revenue goals quarterly and annually.

My background has its roots in marketing and sales with firms such as Cadence Design systems www.cadence.com a brief time as PR manager for the Governor of the State of Hawaii, and Agilent Technologies www.agilent.com and finally Abaxis, a medical device company www.abaxis.com, serving both Human and Animal Health Markets around the world, this is where I really fine tuned my public relations, digital, sales and marketing automation techniques, and best of brand prowess. Further, I am the editor of a Magazine, Vetcom, an international publication which has grown to over 300,000 subscribers world wide.

I hope that Morgan Hill sees the benefit from my specialized ability to define and build teams through expert leadership skills and a love for community and people.

Thank you for your time and consideration of my candidacy. I look forward to your call.

Best Regards,

Valerie Goodwin-Adams

Contact Information

Email

[Redacted]

Address

San Francisco Bay Area, CA

Phone

[Redacted]

Skills

- B2B Vertical Marketing Strategies
- Digital Demand Gen - Marketo, CRM, SEO, ecommerce, ABM
- Brand Creator and Evangelist
- Revenue Generating marketer
- PR and IR with agency management
- Product Management and Commercialization
- Event/Trade show Marketing expertise
- Sales and Marketing operations - Sales Pipeline
- 20+ years in IVD, EDA, Saas & Animal Health
- Hiking, Tennis and Cycling - in my off-time

Valerie Goodwin

To lead, challenge and be challenged in a Vice President of Marketing position. Analyze, create and improve on the marketing mix and operational performance; and execute complex, integrated strategies. Develop products, markets and superior relationships while increasing revenue.

Experience

**Abaxis Global
Diagnostics, Inc**
Union City, CA
April-2005
October-2017

● Sr. Director, Global Marketing

- **2017 Recipient of Gold Award at NAVC (top honors) for marketing excellence in Animal Health Diagnostics.**
- Responsible for developing marketing strategies for growth of blood diagnostics in animal and human markets, multi-medical device, global public company with revenues of \$650M.
- Developed and executed multi-faceted, integrated marketing plans, pricing models, product positioning, resulting in double digit growth YOY.
- Created Channel strategies to increase knowledge transfer of products to channel management and field, resulting in superior service through distribution.
- Oversaw and/or performed broad scope of marketing and sales functions. Recruited, managed and trained individuals within the product management and marketing department, growing from 1 to 12 direct reports with a total team of 20+. Collaborated with President and department heads regularly.
- Creator of Abaxis University, online CE and learning portal with KOLs as speakers.
- Acted as the Creative agency - from all corp positioning in print, websites, ecommerce platforms, 100+ trade-shows per year, B2B and B2C strategies, CPG, and distribution events, promotions, web, leads, sales strategies via lead portal and collateral.
- Created and positioned the Global Brand, including all infectious disease and analyzer branding.
- Responsibilities included product management, product marketing, PR, marketing communications, digital marketing, event marketing, lead development (demand generation), and all creative services.
- VetCom Publications, editor-in-chief - 35,000 veterinary subscribers.

**BioGenex Molecular
Diagnostics**

● Director, World Wide Marketing

San Ramon
January-2004
April-2005

- Led the product marketing team (6) and inside sales teams (4) to achieve revenue targets utilizing marketing and sales strategies.
- Built a lead development engine (goldmine) that produced \$12M additional revenue in 2004.

Agilent (Dako)
Santa Barbara, CA
June-1999
December-2003

● **Director, Global Marketing - Life Sciences**

- Developed and executed integrated marketing and communication strategies in Flow Cytometry/Cancer Diagnostics and reagents to support corporate revenue goals, and enhance brand awareness, delivering 100% growth in marketing influence YOY.
- Led Sales Training on products and trained in Hospital settings in US.

Cadence Design Systems (EDA, Saas)
Santa Clara, CA
November-1995
January-1999

● **Manager/Director International Marketing-Sales Trainer**

- Consistently exceeded goals by a greater margin than all other departments - 100% marketing quota achievements award in 96, 97 and 98 (measured against sales performance after training).
- Promoted from Manager, Marketing to Director, International Marketing.
- Managed a team of 6.

Madge Networks (ethernet/token ring)
San Jose, CA
February-1993
November-1995

● **Manager, Public Relations and Marcom**

- Composed, revised and proofread corporate communications and marketing materials.
- Crafted PR to gain understanding and support of clients.
- Influence opinion and behavior of industry.
- Organized events and press conferences, exhibitions, open days and press tours.
- Used all forms of media outlets to target audiences to establish and maintain goodwill and understanding between Madge and the public.

Education

San Jose State University
San Jose, CA

● **Bachelor of Arts**

Mass Communications - journalism awards

Brigham Young University - Marriott School of Business
Provo, UT

● **MBA**

Marketing



CITY COUNCIL STAFF REPORT

MEETING DATE: June 6, 2018

PREPARED BY: Lynette Kong, Associate Engineer
APPROVED BY: City Manager

ACCEPT HIGHLAND AVENUE SEWER UPGRADE PROJECT

RECOMMENDATION(S)

1. Accept as complete the Highland Avenue Sewer Upgrade Project in the final amount of \$585,616;
2. Authorize the City Engineer to sign the attached Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Maintaining Fiscal Responsibility
Preserving and Cultivating Public Trust

2018 Strategic Priorities

Infrastructure

GUIDING DOCUMENTS

Sewer System Master Plan

REPORT NARRATIVE:

On August 23, 2017, City Council awarded a construction contract for the Highland Avenue Sewer Upgrade Project. The project scope included the replacement of 460 linear feet of existing 21-inch diameter sewer pipe on Highland Avenue with a new 30-inch diameter pipe. The new 30-inch sewer pipe will provide additional sewer capacity along Highland Avenue in San Martin.

The project was awarded to Monterey Peninsula Engineering for \$547,900 and the project was authorized a 10% contingency of \$54,790. During construction, a contract change order totaling \$40,577 was authorized to address unforeseen conditions and project changes.

Staff recommends accepting the project as the work is complete and in accordance with the plans and specifications.

COMMUNITY ENGAGEMENT: Inform

Prior to commencement of work, the contractor notified residents living adjacent to the construction activities. Staff also provided notifications and weekly project updates through the City's San Martin Neighbors' Information website, email subscription updates, and on the City's website.

ALTERNATIVE ACTIONS:

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

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- On April 19, 2017, City Council approved staff implementation of projects to repair leaking sewer manholes and sewer pipes and maximize flow in the existing sewer trunk line on Highland Avenue (Highland Avenue Sewer Upgrade Project).
- On August 23, 2017, City Council awarded a construction contract to Monterey Peninsula Engineering for \$547,900.

FISCAL AND RESOURCE IMPACT:

The final contract amount for the Highland Avenue Sewer Upgrade Project is \$585,616. The project was awarded to Monterey Peninsula Engineering for \$547,900 and the project was authorized a 10% construction contingency of \$54,790 (total of \$602,690). Out of the original base contract, only \$545,039 was spent along with one change order totaling \$40,577 for a total cost of \$585,616 (\$545,039+\$40,577). The balance \$17,074 (\$602,690-\$585,616) will be returned to the Sanitary Sewer Rehabilitation Project #302000. The project was funded by sewer bond proceeds.

CEQA (California Environmental Quality Act):

Categorical Exemption

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

LINKS/ATTACHMENTS:

1. Funding Closeout Statement Highland SS Upgrade 6-6-18
2. Notice of Completion Highland SS Upgrade 6-6-18
3. Project Location Map

CIP Contract Acceptance Funding Closeout Statement

Project:	Highland Avenue Sewer Upgrade		
Project No:	302S17		
Date of Project Award:	23-Aug-17	Project Award Amount:	\$547,900
Funding Source:	f643	Contingency Authorized:	\$54,790
Date of Project Acceptance:	6-Jun-18	Total Authorized:	\$602,690
		Actual Base Contract Spent:	\$545,039

Change Orders				
	Description	Date	Council Approval Reqd? (Y/N)	
C.O. #1:	Additional Sewer Manhole, additional excvaton shoring, & traffic control revisions	14-Dec-17	N	\$40,577
			Total C.O.:	\$40,577

Additional Appropriations		
Source	Amount	Date
None		

Construction Fund Balance:	\$17,074	Total Construction Amount (Base Contract plus CO's):	\$585,616
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Record at the Request of
and When Recorded Mail to:

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

Record at No Fee Pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION

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

- 1) On September 8, 2017, the City of Morgan Hill, a Municipal Corporation, entered into a contract with Monterey Peninsula Engineering for the Highland Avenue Sewer Upgrade Project located along Highland from Harding Avenue to Llagas Channel, west of 12335 Harding Avenue, and near 12690 Harding Avenue in San Martin, CA.
- 2) The owner of said property is the City of Morgan Hill, a Municipal Corporation, located at 17575 Peak Avenue, Morgan Hill, CA 95037, and is the owner of said property in fee simple.
- 3) The contractor is Monterey Peninsula Engineering located at 192 Healy Avenue, Marina, CA 93933.
- 4) The surety is "The Continental Insurance Company".
- 5) The project was completed on March 23, 2018 and accepted by the City Council of the City of Morgan Hill on June 6, 2018.

CITY OF MORGAN HILL, a Municipal Corporation

By _____
Scott Creer
City Engineer

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

Executed on _____, at Morgan Hill, California.

Scott Creer
City Engineer

Attachment: Notice of Completion Highland SS Upgrade 6-6-18 (1793 : Accept Highland Ave. Sewer Upgrade Project)



Attachment: Project Location Map (1793 : Accept Highland Ave. Sewer Upgrade Project)



CITY OF MORGAN HILL
Public Works Department
Engineering and Utilities Division

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

HIGHLAND AVE. SEWER UPGRADE PROJECT



0 160 320 640 960 1,280
Feet



CITY COUNCIL STAFF REPORT

MEETING DATE: June 6, 2018

PREPARED BY: Charlie Ha, Supervising Civil Engineer
APPROVED BY: City Manager

APPROVAL OF STORMWATER BEST MANAGEMENT PRACTICES (BMP) OPERATION AND MAINTENANCE AGREEMENT FOR BUTTERFIELD SELF STORAGE DEVELOPMENT AT 955 JARVIS DRIVE (APN: 726-25-090)

RECOMMENDATION(S)

1. Approve a Stormwater Best Management Practices (BMP) Operation and Maintenance Agreement for the Butterfield Self Storage at 955 Jarvis Drive (APN: 726-25-090); and
2. Authorize the City Manager to execute the Stormwater BMP Operation and Maintenance Agreement pending review and approval by the City Attorney.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment

REPORT NARRATIVE:

The Butterfield Self Storage development is located at 955 Jarvis Drive on the easterly corner of Butterfield Boulevard and Jarvis Drive (see attached Site Map). The project consists of six single-story storage buildings and one two-story office building.

The development constructed onsite private storm drain detention and retention facilities to improve the quality of stormwater runoff within the project as required by City Municipal Code Chapter 18.71, Post-Construction Stormwater Pollution Prevention, and the project's site review approval (SR-15-08). The private stormwater facilities will require regular maintenance and inspection by the owner, Morgan Hill Butterfield Self Storage, LLC. To ensure proper maintenance and inspection, staff recommends that the City Council authorize the City Manager to sign a Stormwater Best Management Practices (BMP) Operation and Maintenance Agreement for the Butterfield Self Storage development.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the recommended approval of the agreement.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On August 9, 2016 the Community Development Department approved the site review (SR-15-08) for the Butterfield Self Storage development.

FISCAL AND RESOURCE IMPACT:

Development review costs for this project are paid for from development processing fees.

CEQA (California Environmental Quality Act):

Statutory Exemption

Council approval of the Stormwater BMP Operation and Maintenance Agreement is statutorily exempt from CEQA pursuant to § 15268 (Ministerial Projects).

LINKS/ATTACHMENTS:

1. Site Map
2. Stormwater BMP Operation and Maintenance Agreement



**Department of Public Works
Engineering and Utilities Division**

Document Path: G:\R-14\PROJ\GIS\StaffReport_SiteMaps\APN_726-25-090_Jarvis_Butterfield.mxd

SITE MAP
Butterfield Self Storage
955 Jarvis Drive



RECORDING REQUESTED BY:

CITY OF MORGAN HILL

WHEN RECORDED MAIL DOCUMENT TO:

CITY CLERK
CITY OF MORGAN HILL
17575 PEAK AVENUE
MORGAN HILL, CA 95037

RECORD AT NO FEE PER
GOVERNMENT CODE SECTIONS 6103
& 27383

SPACE ABOVE THIS LINE FOR RECORDER'S
USE

**STORMWATER BEST MANAGEMENT PRACTICES,
OPERATION, AND MAINTENANCE AGREEMENT**

THIS STORMWATER BEST MANAGEMENT PRACTICES OPERATION, AND MAINTENANCE AGREEMENT ("AGREEMENT") is made and entered into this ____ day of _____, 2018, by **MORGAN HILL BUTTERFIELD SELF STORAGE, LLC**, (hereinafter referred to as "COVENANTOR") and the City of Morgan Hill ("CITY"). CITY and COVENANTOR may be referred to individually as a "Party" or collectively as the "Parties" throughout this AGREEMENT.

RECITALS:

This AGREEMENT is made and entered into with reference to the following facts:

- A. CITY is authorized and required to regulate and control the disposition of storm and surface waters as set forth in CITY's National Pollutant Discharge Elimination System permit.
- B. COVENANTOR is the owner of a certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "PROPERTY").
- C. COVENANTOR desires to construct certain improvements of the kind or nature described in Morgan Hill Municipal Code Chapter 18.71 (the "ORDINANCE") on the PROPERTY that may alter existing stormwater conditions on both the PROPERTY and adjacent lands.
- D. To minimize adverse impacts due to these anticipated changes in existing storm and surface water flow conditions, COVENANTOR is required by CITY to implement Best Management Practices ("BMPs") and to build and maintain, at COVENANTOR's expense, stormwater management facilities ("FACILITIES"), more particularly described and shown in the **STORM WATER CONTROL PLAN** prepared by **C2G/CIVIL CONSULTANTS GROUP** and dated **DECEMBER 8, 2017**, which plans and any amendments thereto, are on file with CITY's Public Works Department, and are hereby incorporated by this reference.
- E. CITY has reviewed and approved the Stormwater Runoff Management Plan (the "PLAN") subject to the execution of this AGREEMENT.

NOW, THEREFORE, in consideration of the benefit received and to be received by COVENANTOR, its successors, and assigns, as a result of CITY's approval of the Stormwater Runoff Management Plan, COVENANTOR, hereby covenants and agrees with CITY as follows:

1. Covenants Running With the Land; Property Subject to Agreement: All of the real property described in Exhibit "A" shall be subject to this AGREEMENT. It is intended and

determined that the provisions of this AGREEMENT shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the real PROPERTY or any portion thereof and shall be for the benefit of each owner of any of said parcels or any portion of said PROPERTY and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. Each and all of the limitations, easements, obligations, covenants, conditions, and restrictions contained herein shall be deemed to be, and shall be construed as, equitable servitudes, enforceable by any of the owners of any of the PROPERTY subject to this AGREEMENT against any other owner, tenant or occupant of the said PROPERTY, or any portion thereof.

2. Responsibility for Installation, Operation, and Maintenance: At its sole expense, COVENANTOR, its successors, and assigns, shall construct, operate, and perpetually maintain the FACILITIES in strict accordance with the PLAN and any amendments thereto that have been approved by CITY or required by the ORDINANCE.
3. Facility Modifications: At its sole expense, COVENANTOR, its successors, and assigns, shall make such changes or modifications to the FACILITIES as may be determined as reasonably necessary by CITY to ensure that the FACILITIES are properly maintained and continue to operate as originally designed and approved. COVENANTOR agrees that it shall not modify the BMPs and shall not allow BMP maintenance activities to alter the designed function of the FACILITIES from its original design unless approved by CITY prior to the commencement of the proposed modification or maintenance activity.
4. Facility Inspections by CITY: At reasonable times and in a reasonable manner as provided in the ORDINANCE, CITY, its agents, employees, and contractors shall have the right of ingress and egress to the FACILITIES and the right to inspect the FACILITIES in order to ensure that the FACILITIES are being properly maintained, are continuing to perform in an adequate manner, and are in compliance with the ORDINANCE, the PLAN and any amendments thereto approved by CITY.
5. Failure to Perform Required Facility Repairs or Modifications: Should either COVENANTOR or its successors and assigns fail to implement the BMPs, maintain the facilities, or correct any defects in the FACILITIES in accordance with the approved design standards and/or the PLAN, and in accordance with the law and applicable regulations of the ORDINANCE, after thirty (30) days from the date of the written notice from CITY, CITY shall have the right to enter the PROPERTY to perform remedial work, for which CITY will collect reimbursement for such work from COVENANTOR. Additionally, conditions from failure to implement the BMPs or to maintain or correct the FACILITIES shall be deemed a nuisance subject to abatement of such conditions as provided in Chapter 1.18 of the Morgan Hill Municipal Code. In addition, CITY may pursue other such remedies as provided by law, including, but not limited to, such civil and criminal remedies set forth in the ORDINANCE.
6. Indemnity: COVENANTOR, its successors, and assigns, shall defend, indemnify, and hold CITY harmless of and from any and all claims, liabilities, actions, causes of action, and damages for personal injury and property damage, including, without limitation, reasonable attorneys' fees, arbitration fees, or costs and court costs, arising out of or related to COVENANTOR's, its successors', and/or assigns' construction, operation, or maintenance of the FACILITIES except claims, liabilities, actions, causes of action, and damages that arise out of CITY's sole negligence or willful misconduct or the sole negligence or willful misconduct of any of CITY'S employees, agents, representatives, contractors, vendors, or consultants.
7. Obligations and Responsibilities of COVENANTOR: Initially, COVENANTOR is solely responsible for the performance of the obligations required hereunder and, to the extent permitted under applicable law, the payment of any and all fees, fines, and penalties

associated with such performance or failure to perform under this AGREEMENT. Notwithstanding any provisions of this AGREEMENT to the contrary, upon the recordation of a deed or other instrument of sale, transfer or other conveyance of fee simple title to the PROPERTY or any portion thereof (a "Transfer") to a third party (the "Transferee"), COVENANTOR shall be released of all of its obligations and responsibilities under this AGREEMENT accruing after the date of such Transfer to the extent such obligations and responsibilities are applicable to that portion of the PROPERTY included in such Transfer, but such release shall be expressly conditioned upon the Transferee assuming such obligations and responsibilities by recorded written agreement for the benefit of CITY. Such written agreement may be included in the Transfer deed or instrument, provided that the Transferee joins in the execution of such deed or instrument. A certified copy of such deed, instrument, or agreement shall be provided to CITY. The provisions of the preceding three sentences shall be applicable to the original COVENANTOR and any successor Transferee who has assumed the obligations and responsibilities of COVENANTOR under this AGREEMENT as provided above.

8. Property Transfer: Nothing herein shall be construed to prohibit a transfer by COVENANTOR to subsequent owners and assigns.
9. Attorneys' Fees: In the event that any Party institutes legal action or arbitration against the other to interpret or enforce this AGREEMENT, or to obtain damages for any alleged breach hereof, the prevailing party in such action or arbitration shall be entitled to reasonable attorneys' or arbitrators' fees in addition to all other recoverable costs, expenses, and damages.
10. Further Documents: The Parties covenant and agree that they shall execute such further documents and instructions as shall be necessary to fully effectuate the terms and provisions of this AGREEMENT.
11. Entire Agreement: This AGREEMENT constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior agreements, whether written or oral. There are no representations, agreements, arrangements, or undertakings, oral or written, that are not fully expressed herein.
12. Severability: In the event any part or provision of this AGREEMENT shall be determined to be invalid or unenforceable under the laws of the State of California, the remaining portions of this AGREEMENT that can be separated from the invalid, unenforceable provisions shall, nevertheless, continue in full force and effect.
13. No Waiver: The waiver of any covenant contained herein shall not be deemed to be a continuing waiver of the same or any other covenant contained herein.
14. Amendment: This AGREEMENT may be amended in whole or in part only by mutual written agreement. Any such amendment shall be recorded in Santa Clara County, California. In the event any conflict arises between the provisions of any such amendment and any of the provisions of any earlier document or documents, the most recently duly executed and recorded amendment shall be controlling.
15. Authority to Execute: The persons executing this AGREEMENT on behalf of the parties warrant that they are duly authorized to execute this AGREEMENT.
16. In the event that CITY shall determine, at its sole discretion, at any future time, that the FACILITIES are no longer required, then at the written request of COVENANTOR, its successors, and/or assigns, CITY shall execute a release of this AGREEMENT which COVENANTOR, its successors, and/or assigns, shall record in the Recorder's Office, at its expense.

Executed the day and year first above written.

COVENANTOR:

Morgan Hill Butterfield Self-Storage, LLC,
a California limited liability company

By: Ronald M. Tate 1988 Separate Property
Trust dated April 13, 1988, as amended

By: 

Ronald M. Tate, Trustee
Its: Managing Member

CITY OF MORGAN HILL:

By: _____

Name: CHRISTINA J. TURNER

Title: CITY MANAGER, CITY OF MORGAN HILL

APPROVED AS TO FORM:

By: _____

Name: DONALD A. LARKIN

Title: CITY ATTORNEY, CITY OF MORGAN HILL

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

CIVIL CODE § 1189

Attachment: Stormwater BMP Operation and Maintenance Agreement (1777 : APPROVAL OF STORMWATER BEST MANAGEMENT PRACTICES

EXHIBIT A

Parcel "A"

Situate in the City of Morgan Hill, County of Santa Clara, State of California.

Being all of Lots 27 and 28, as said Lots are shown on that certain Parcel Map in Volume 732 of Maps Pages 16 to 19, Santa Clara County Records, being more partially described as follows:

Beginning at the northeastern corner of said Lot 27, on the southerly sideline of Jarvis Drive, as shown on said Map;

Thence from said **Point of Beginning**, along the eastern boundary of said Lots 27 and 28, South 36°38'30" East 497.80 feet to the southeastern boundary of said Lot 28; thence along the southeastern boundary of said Lot 28, South 45°23'54" West 540.62 feet to the most southern corner of said Lot 28 on the eastern sideline of Butterfield Boulevard and a point of cusp; thence along said sideline and the western boundary of said Lots 27 and 28, on a tangent curve to the left from a radial bearing of South 87°51'01" West, with a radius of 1469.00 feet, thru a central angle of 24°21'18", an arc distance of 624.44 feet to a point of reverse curvature at the intersection of Butterfield Boulevard and Jarvis Drive; thence northeasterly, curving to the right with a radius of 30.00 feet, thru a central angle of 87°19'25", an arc distance of 45.72 feet to a point of tangency on the southerly sideline of Jarvis Drive and being the northwesterly boundary of said Lot 27; thence along said last mentioned boundary, North 60°49'08" East 81.00 feet to the beginning of a tangent curve; thence northeasterly, curving to the left with a radius of 1800.00 feet through a central angle of 5°57'11" an arc distance of 187.02 feet, more or less, to the **Point of Beginning**

End of Description

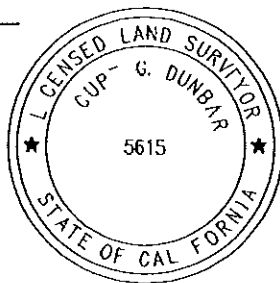
Containing 208.905 square feet or 4.79 acres of land, more or less

See Exhibit B attached here to and made a part hereof.

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act.



Curt G. Dunbar, PLS 5615



SEPT 8, 2014

Date





CITY COUNCIL STAFF REPORT

MEETING DATE: June 6, 2018

PREPARED BY: Charlie Ha, Supervising Civil Engineer
APPROVED BY: City Manager

APPROVAL OF STORMWATER BEST MANAGEMENT PRACTICES (BMP) OPERATION AND MAINTENANCE AGREEMENT FOR MJR ELECTRIC DEVELOPMENT AT 155 MAST STREET (APN: 817-02-050)

RECOMMENDATION(S)

1. Approve a Stormwater Best Management Practices (BMP) Operation and Maintenance Agreement for the MJR Electric development at 155 Mast Street (APN: 817-02-050); and
2. Authorize the City Manager to execute the Stormwater BMP Operation and Maintenance Agreement pending review and approval by the City Attorney.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment

REPORT NARRATIVE:

The MJR Electric development is located at 155 Mast Street (APN: 817-02-050) on the north side of Mast Street (see attached Site Map). The project consists of one building with 16 industrial units to be rented.

The development constructed onsite private storm drain detention and retention facilities to improve the quality of stormwater runoff within the project as required by City Municipal Code Chapter 18.71, Post-Construction Stormwater Pollution Prevention, and the project's site review approval (SR-16-10). The private stormwater facilities will require regular maintenance and inspection by the owner, MJR Electric. To ensure proper maintenance and inspection, staff recommends that the City Council authorize the City Manager to sign a Stormwater Best Management Practices (BMP) Operation and Maintenance Agreement for the MJR Electric development.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the recommended approval of the agreement.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On September 2, 2016 the Community Development Department approved the site review (SR-16-10) for the MJR Electric development.

FISCAL AND RESOURCE IMPACT:

Development review costs for this project are paid for from development processing fees.

CEQA (California Environmental Quality Act):

Statutory Exemption

Council approval of the Stormwater BMP Operation and Maintenance Agreement is statutorily exempt from CEQA pursuant to § 15268 (Ministerial Projects).

LINKS/ATTACHMENTS:

1. Site Map
2. Stormwater BMP Operation and Maintenance Agreement



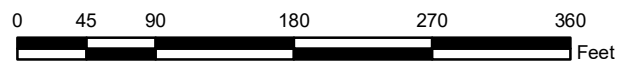
APN:817-02-050



CITY OF MORGAN HILL
Department of Public Works
Engineering and Utilities Division

G:\R-14\Proj\GIS\StaffReports_SiteMaps\MJR_Elect_155_Mast_St.mxd

SITE MAP
MJR Electric
155 Mast Street



RECORDING REQUESTED BY:

CITY OF MORGAN HILL

WHEN RECORDED MAIL DOCUMENT TO:

CITY CLERK
CITY OF MORGAN HILL
17575 PEAK AVENUE
MORGAN HILL, CA 95037

RECORD AT NO FEE PER
GOVERNMENT CODE SECTIONS 6103
& 27383

817-02-050

SPACE ABOVE THIS LINE FOR RECORDER'S
USE

**STORMWATER BEST MANAGEMENT PRACTICES,
OPERATION, AND MAINTENANCE AGREEMENT**

THIS STORMWATER BEST MANAGEMENT PRACTICES OPERATION, AND MAINTENANCE AGREEMENT ("AGREEMENT") is made and entered into this _____ day of _____, 2018, by **MJR Electric**, (hereinafter referred to as "COVENANTOR") and the City of Morgan Hill ("CITY"). CITY and COVENANTOR may be referred to individually as a "Party" or collectively as the "Parties" throughout this AGREEMENT.

RECITALS:

This AGREEMENT is made and entered into with reference to the following facts.

- A. CITY is authorized and required to regulate and control the disposition of storm and surface waters as set forth in CITY's National Pollutant Discharge Elimination System permit.
- B. COVENANTOR is the owner of a certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "PROPERTY").
- C. COVENANTOR desires to construct certain improvements of the kind or nature described in Morgan Hill Municipal Code Chapter 18.71 (the "ORDINANCE") on the PROPERTY that may alter existing stormwater conditions on both the PROPERTY and adjacent lands.
- D. To minimize adverse impacts due to these anticipated changes in existing storm and surface water flow conditions, COVENANTOR is required by CITY to implement Best Management Practices ("BMPs") and to build and maintain, at COVENANTOR's expense, stormwater management facilities ("FACILITIES"), more particularly described and shown in the **Stormwater Runoff Management Plan for MJR Electric** prepared by **M.H. Engineering Co.** and dated **October 25, 2016**, which plans and any amendments thereto, are on file with CITY's Public Works Department, and are hereby incorporated by this reference.
- E. CITY has reviewed and approved the Stormwater Runoff Management Plan (the "PLAN") subject to the execution of this AGREEMENT.

NOW, THEREFORE, in consideration of the benefit received and to be received by COVENANTOR, its successors, and assigns, as a result of CITY's approval of the Stormwater Runoff Management Plan, COVENANTOR, hereby covenants and agrees with CITY as follows:

1. Covenants Running With the Land; Property Subject to Agreement: All of the real property described in Exhibit "A" shall be subject to this AGREEMENT. It is intended and determined that the provisions of this AGREEMENT shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the real PROPERTY or any portion thereof and shall be for the benefit of each owner of any of said parcels or any portion of said PROPERTY and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. Each and all of the limitations, easements, obligations, covenants, conditions, and restrictions contained herein shall be deemed to be, and shall be construed as, equitable servitudes, enforceable by any of the owners of any of the PROPERTY subject to this AGREEMENT against any other owner, tenant or occupant of the said PROPERTY, or any portion thereof.
2. Responsibility for Installation, Operation, and Maintenance: At its sole expense, COVENANTOR, its successors, and assigns, shall construct, operate, and perpetually maintain the FACILITIES in strict accordance with the PLAN and any amendments thereto that have been approved by CITY or required by the ORDINANCE.
3. Facility Modifications: At its sole expense, COVENANTOR, its successors, and assigns, shall make such changes or modifications to the FACILITIES as may be determined as reasonably necessary by CITY to ensure that the FACILITIES are properly maintained and continue to operate as originally designed and approved. COVENANTOR agrees that it shall not modify the BMPs and shall not allow BMP maintenance activities to alter the designed function of the FACILITIES from its original design unless approved by CITY prior to the commencement of the proposed modification or maintenance activity.
4. Facility Inspections by CITY: At reasonable times and in a reasonable manner as provided in the ORDINANCE, CITY, its agents, employees, and contractors shall have the right of ingress and egress to the FACILITIES and the right to inspect the FACILITIES in order to ensure that the FACILITIES are being properly maintained, are continuing to perform in an adequate manner, and are in compliance with the ORDINANCE, the PLAN and any amendments thereto approved by CITY.
5. Failure to Perform Required Facility Repairs or Modifications: Should either COVENANTOR or its successors and assigns fail to implement the BMPs, maintain the facilities, or correct any defects in the FACILITIES in accordance with the approved design standards and/or the PLAN, and in accordance with the law and applicable regulations of the ORDINANCE, after thirty (30) days from the date of the written notice from CITY, CITY shall have the right to enter the PROPERTY to perform remedial work, for which CITY will collect reimbursement for such work from COVENANTOR. Additionally, conditions from failure to implement the BMPs or to maintain or correct the FACILITIES shall be deemed a nuisance subject to abatement of such conditions as provided in Chapter 1.18 of the Morgan Hill Municipal Code. In addition, CITY may pursue other such remedies as provided by law, including, but not limited to, such civil and criminal remedies set forth in the ORDINANCE.
6. Indemnity: COVENANTOR, its successors, and assigns, shall defend, indemnify, and hold CITY harmless of and from any and all claims, liabilities, actions, causes of action, and damages for personal injury and property damage, including, without limitation, reasonable attorneys' fees, arbitration fees, or costs and court costs, arising out of or related to COVENANTOR's, its successors', and/or assigns' construction, operation, or maintenance of the FACILITIES except claims, liabilities, actions, causes of action, and damages that arise out of CITY's sole negligence or willful misconduct or the sole negligence or willful misconduct of any of CITY'S employees, agents, representatives, contractors, vendors, or consultants.

7. Obligations and Responsibilities of COVENANTOR: Initially, COVENANTOR is solely responsible for the performance of the obligations required hereunder and, to the extent permitted under applicable law, the payment of any and all fees, fines, and penalties associated with such performance or failure to perform under this AGREEMENT. Notwithstanding any provisions of this AGREEMENT to the contrary, upon the recordation of a deed or other instrument of sale, transfer or other conveyance of fee simple title to the PROPERTY or any portion thereof (a "Transfer") to a third party (the "Transferee"), COVENANTOR shall be released of all of its obligations and responsibilities under this AGREEMENT accruing after the date of such Transfer to the extent such obligations and responsibilities are applicable to that portion of the PROPERTY included in such Transfer, but such release shall be expressly conditioned upon the Transferee assuming such obligations and responsibilities by recorded written agreement for the benefit of CITY. Such written agreement may be included in the Transfer deed or instrument, provided that the Transferee joins in the execution of such deed or instrument. A certified copy of such deed, instrument, or agreement shall be provided to CITY. The provisions of the preceding three sentences shall be applicable to the original COVENANTOR and any successor Transferee who has assumed the obligations and responsibilities of COVENANTOR under this AGREEMENT as provided above.
8. Property Transfer: Nothing herein shall be construed to prohibit a transfer by COVENANTOR to subsequent owners and assigns.
9. Attorneys' Fees: In the event that any Party institutes legal action or arbitration against the other to interpret or enforce this AGREEMENT, or to obtain damages for any alleged breach hereof, the prevailing party in such action or arbitration shall be entitled to reasonable attorneys' or arbitrators' fees in addition to all other recoverable costs, expenses, and damages.
10. Further Documents: The Parties covenant and agree that they shall execute such further documents and instructions as shall be necessary to fully effectuate the terms and provisions of this AGREEMENT.
11. Entire Agreement: This AGREEMENT constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior agreements, whether written or oral. There are no representations, agreements, arrangements, or undertakings, oral or written, that are not fully expressed herein.
12. Severability: In the event any part or provision of this AGREEMENT shall be determined to be invalid or unenforceable under the laws of the State of California, the remaining portions of this AGREEMENT that can be separated from the invalid, unenforceable provisions shall, nevertheless, continue in full force and effect.
13. No Waiver: The waiver of any covenant contained herein shall not be deemed to be a continuing waiver of the same or any other covenant contained herein.
14. Amendment: This AGREEMENT may be amended in whole or in part only by mutual written agreement. Any such amendment shall be recorded in Santa Clara County, California. In the event any conflict arises between the provisions of any such amendment and any of the provisions of any earlier document or documents, the most recently duly executed and recorded amendment shall be controlling.
15. Authority to Execute: The persons executing this AGREEMENT on behalf of the parties warrant that they are duly authorized to execute this AGREEMENT.

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 817-02-050

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:

Parcel 4, as shown upon that certain Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on February 14, 1992 in Book 634 of Maps, pages 2 and 3.

Parcel Two:

An easement for the purposes of ingress/egress and the installation and maintenance of any proposed and-or existing utilities, under, over, upon and across the strip of land described as follows:

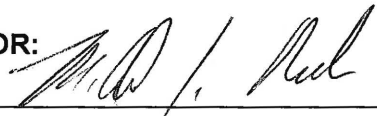
Beginning for reference at the Western corner common to Lot 13 and 14, on the centerline of Church Street (59.40 feet wide) as said lots and street are shown upon that map entitled, "Catherine Dunne Ranch Map no. 5", filed in Book "I" of Maps, at page 59, Santa Clara County Records and running thence along the common boundary line thereof, North 64° 31' East 29.70 feet to a point on the Northeastern right of way of said Church Street and the true point of beginning of the herein description; thence leaving said right of way line and continuing along said common boundary, North 64° 31' East 482.62 feet to the most Northern corner of the above described "Parcel One"; thence along the Northeastern boundary of said "Parcel One", South 26° 08' 30" East 117.04 feet; thence leaving said Northeast boundary, South 63° 51' 30" West 100.00 feet; thence running parallel to and 100.00 feet distant from the said Northeast boundary of "Parcel One", North 26° 08' 30" East 38.76 feet; thence along a tangent curve to the left with a radius of 50.00 feet, through a central angle of 89° 20' 30" and an arc length of 77.97 feet; thence running parallel to and 30.00 feet distant from the said common boundary of Lot 13 and 14, South 64° 31' West 334.05 feet to a point on the Northeasterly right of way line of said Church Street; thence along said right of way line, North 24° 29' West 30.00 feet to the point of beginning and being a portion of said Lot 13 as shown upon that aforementioned Map.

Excepting therefrom that portion of said land lying within the bounds of Parcel No. 1.

16. In the event that CITY shall determine, at its sole discretion, at any future time, that the FACILITIES are no longer required, then at the written request of COVENANTOR, its successors, and/or assigns, CITY shall execute a release of this AGREEMENT which COVENANTOR, its successors, and/or assigns, shall record in the Recorder's Office, at its expense.

Executed the day and year first above written.

COVENANTOR:

By: 

Name: MICHAEL J. RAUSCHNOT

Title: PRESIDENT

CITY OF MORGAN HILL:

By: _____

Name: CHRISTINA J. TURNER

Title: CITY MANAGER, CITY OF MORGAN HILL

APPROVED AS TO FORM:

By: _____

Name: DONALD A. LARKIN

Title: CITY ATTORNEY, CITY OF MORGAN HILL

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

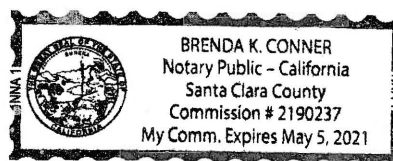
On 19 January 2018, before me, Brenda K Conner a Notary Public in and for said County and State, personally appeared Michael J Rauschnot proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brenda K Conner

SIGNATURE OF NOTARY PUBLIC



(ABOVE AREA FOR NOTARY SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

**MH engineering Co.**

16075 Vineyard Blvd. Morgan Hill, CA 95037 (408) 779-7381

Exhibit "A"**Property Legal Description:**

All that real property situated in the City of Morgan Hill, Santa Clara County, State of California being more particularly described as follows:

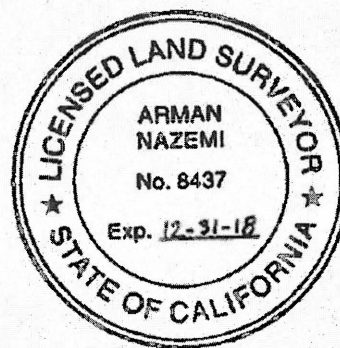
All of Parcel 4 as shown on the Parcel Map Book 634 of Maps, pages 2-3 filed in the Santa Clara County records.

End of Description:

Arman Nazemi, PLS No. 8437

Expiration Date: 12-31-2018

Date: January 17, 2018





CITY COUNCIL STAFF REPORT

MEETING DATE: June 6, 2018

PREPARED BY: Charlie Ha, Supervising Civil Engineer
APPROVED BY: City Manager

APPROVAL OF STORMWATER BEST MANAGEMENT PRACTICES (BMP) OPERATION AND MAINTENANCE AGREEMENT FOR OAKWOOD SCHOOL DEVELOPMENT AT 105 JOHN WILSON WAY (APN: 779-04-073)

RECOMMENDATION(S)

1. Approve a Stormwater Best Management Practices (BMP) Operation and Maintenance Agreement for the Oakwood School development at 105 John Wilson Way (APN: 779-04-073); and
2. Authorize the City Manager to execute the Stormwater BMP Operation and Maintenance Agreement pending review and approval by the City Attorney.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment

REPORT NARRATIVE:

The Oakwood School development is located at 105 John Wilson Way (APN: 779-04-073) on the west side of Monterey Road south of Watsonville Road (see attached Site Map). The project consists of two new buildings, new utility services, replacement of existing hardscape, and addition of new hardscape.

The development has constructed onsite private storm drain detention and retention facilities to improve the quality of stormwater runoff within the project as required by City Municipal Code Chapter 18.71, Post-Construction Stormwater Pollution Prevention, and the project's site review approval (SR2017-0009). The private stormwater facilities will require regular maintenance and inspection by the owner, Oakwood School. To ensure proper maintenance and inspection, staff recommends that the City Council authorize the City Manager to sign a Stormwater Best Management Practices (BMP) Operation and Maintenance Agreement for the Oakwood School development.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the recommended approval of the agreement.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On January 30, 2018 the Community Development Department approved the site review (SR2017-0009) for the Oakwood School development.

FISCAL AND RESOURCE IMPACT:

Development review costs for this project are paid for from development processing fees.

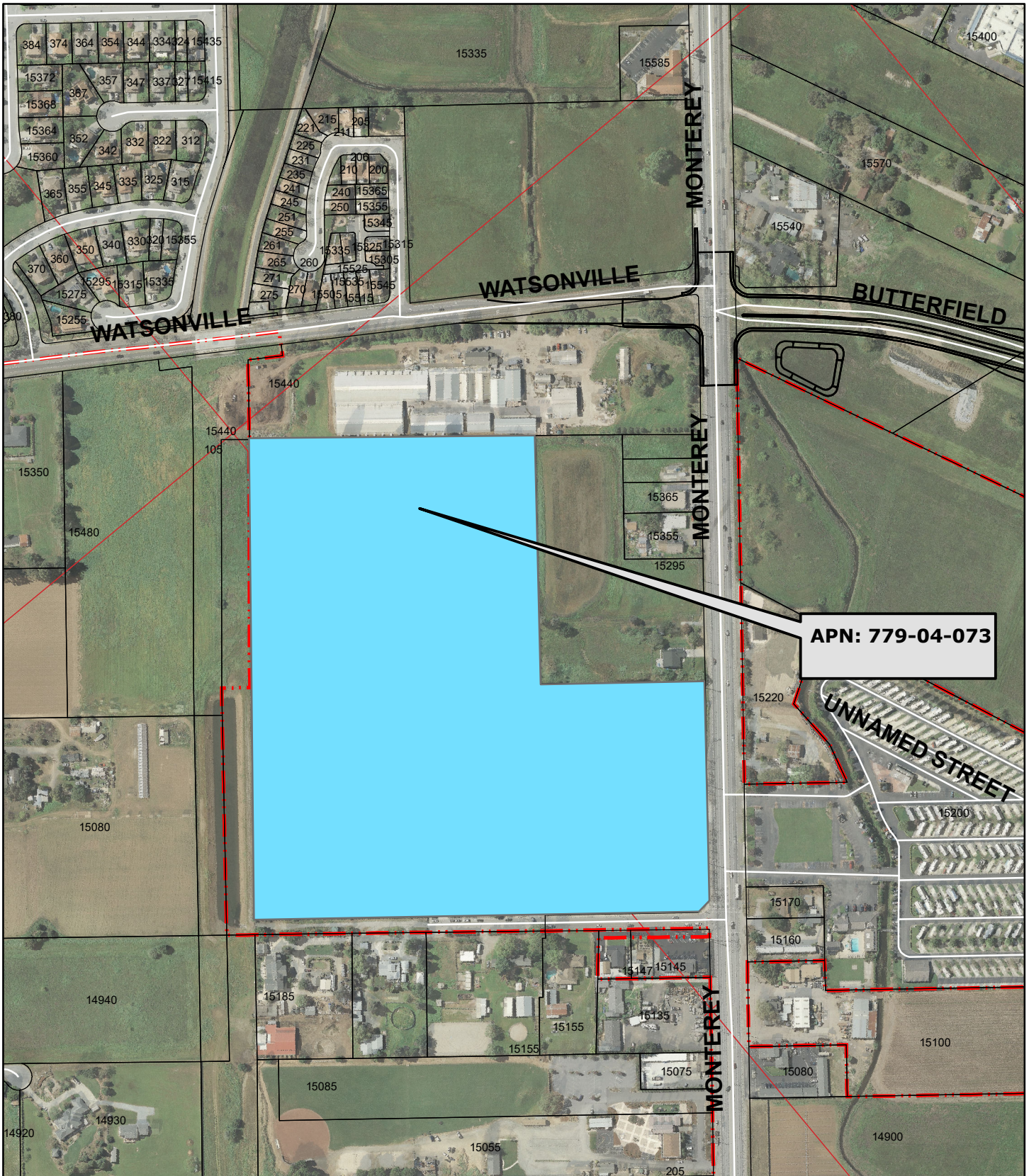
CEQA (California Environmental Quality Act):

Statutory Exemption

Council approval of the Stormwater BMP Operation and Maintenance Agreement is statutorily exempt from CEQA pursuant to § 15268 (Ministerial Projects).

LINKS/ATTACHMENTS:

1. Site Map
2. Stormwater BMP Operation and Maintenance Agreement



CITY OF MORGAN HILL
Department of Public Works
Engineering and Utilities Division

Document Path: G:\R-14\PROJ\GIS\StaffReport_SiteMaps\Oakwood_School_105_JohnWilsonWy.mxd

SITE MAP

Oakwood School

105 John Wilson Way

300 150 0 300 Feet



RECORDING REQUESTED BY:

CITY OF MORGAN HILL

WHEN RECORDED MAIL DOCUMENT TO:

CITY CLERK
CITY OF MORGAN HILL
17575 PEAK AVENUE
MORGAN HILL, CA 95037

RECORD AT NO FEE PER
GOVERNMENT CODE SECTIONS 6103
& 27383

APN 779-04-073

SPACE ABOVE THIS LINE FOR RECORDER'S
USE

**STORMWATER BEST MANAGEMENT PRACTICES,
OPERATION, AND MAINTENANCE AGREEMENT**

THIS STORMWATER BEST MANAGEMENT PRACTICES OPERATION, AND MAINTENANCE AGREEMENT ("AGREEMENT") is made and entered into this _____ day of _____, 2018, by **Oakwood School**, (hereinafter referred to as "COVENANTOR") and the City of Morgan Hill ("CITY"). CITY and COVENANTOR may be referred to individually as a "Party" or collectively as the "Parties" throughout this AGREEMENT.

RECITALS:

This AGREEMENT is made and entered into with reference to the following facts:

- A. CITY is authorized and required to regulate and control the disposition of storm and surface waters as set forth in CITY's National Pollutant Discharge Elimination System permit.
- B. COVENANTOR is the owner of a certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "PROPERTY").
- C. COVENANTOR desires to construct certain improvements of the kind or nature described in Morgan Hill Municipal Code Chapter 18.71 (the "ORDINANCE") on the PROPERTY that may alter existing stormwater conditions on both the PROPERTY and adjacent lands.
- D. To minimize adverse impacts due to these anticipated changes in existing storm and surface water flow conditions, COVENANTOR is required by CITY to implement Best Management Practices ("BMPs") and to build and maintain, at COVENANTOR's expense, stormwater management facilities ("FACILITIES"), more particularly described and shown in the **Storm Water Control Plan for Oakwood School Improvements** prepared by **BKF Engineers** and dated **August 2016**, which plans and any amendments thereto, are on file with CITY's Public Works Department, and are hereby incorporated by this reference.
- E. CITY has reviewed and approved the Stormwater Runoff Management Plan (the "PLAN") subject to the execution of this AGREEMENT.

NOW, THEREFORE, in consideration of the benefit received and to be received by COVENANTOR, its successors, and assigns, as a result of CITY's approval of the Stormwater Runoff Management Plan, COVENANTOR, hereby covenants and agrees with CITY as follows:

1. Covenants Running With the Land; Property Subject to Agreement: All of the real property described in Exhibit "A" shall be subject to this AGREEMENT. It is intended and

determined that the provisions of this AGREEMENT shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the real PROPERTY or any portion thereof and shall be for the benefit of each owner of any of said parcels or any portion of said PROPERTY and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. Each and all of the limitations, easements, obligations, covenants, conditions, and restrictions contained herein shall be deemed to be, and shall be construed as, equitable servitudes, enforceable by any of the owners of any of the PROPERTY subject to this AGREEMENT against any other owner, tenant or occupant of the said PROPERTY, or any portion thereof.

2. Responsibility for Installation, Operation, and Maintenance: At its sole expense, COVENANTOR, its successors, and assigns, shall construct, operate, and perpetually maintain the FACILITIES in strict accordance with the PLAN and any amendments thereto that have been approved by CITY or required by the ORDINANCE.
3. Facility Modifications: At its sole expense, COVENANTOR, its successors, and assigns, shall make such changes or modifications to the FACILITIES as may be determined as reasonably necessary by CITY to ensure that the FACILITIES are properly maintained and continue to operate as originally designed and approved. COVENANTOR agrees that it shall not modify the BMPs and shall not allow BMP maintenance activities to alter the designed function of the FACILITIES from its original design unless approved by CITY prior to the commencement of the proposed modification or maintenance activity.
4. Facility Inspections by CITY: At reasonable times and in a reasonable manner as provided in the ORDINANCE, CITY, its agents, employees, and contractors shall have the right of ingress and egress to the FACILITIES and the right to inspect the FACILITIES in order to ensure that the FACILITIES are being properly maintained, are continuing to perform in an adequate manner, and are in compliance with the ORDINANCE, the PLAN and any amendments thereto approved by CITY.
5. Failure to Perform Required Facility Repairs or Modifications: Should either COVENANTOR or its successors and assigns fail to implement the BMPs, maintain the facilities, or correct any defects in the FACILITIES in accordance with the approved design standards and/or the PLAN, and in accordance with the law and applicable regulations of the ORDINANCE, after thirty (30) days from the date of the written notice from CITY, CITY shall have the right to enter the PROPERTY to perform remedial work, for which CITY will collect reimbursement for such work from COVENANTOR. Additionally, conditions from failure to implement the BMPs or to maintain or correct the FACILITIES shall be deemed a nuisance subject to abatement of such conditions as provided in Chapter 1.18 of the Morgan Hill Municipal Code. In addition, CITY may pursue other such remedies as provided by law, including, but not limited to, such civil and criminal remedies set forth in the ORDINANCE.
6. Indemnity: COVENANTOR, its successors, and assigns, shall defend, indemnify, and hold CITY harmless of and from any and all claims, liabilities, actions, causes of action, and damages for personal injury and property damage, including, without limitation, reasonable attorneys' fees, arbitration fees, or costs and court costs, arising out of or related to COVENANTOR's, its successors', and/or assigns' construction, operation, or maintenance of the FACILITIES except claims, liabilities, actions, causes of action, and damages that arise out of CITY's sole negligence or willful misconduct or the sole negligence or willful misconduct of any of CITY'S employees, agents, representatives, contractors, vendors, or consultants.
7. Obligations and Responsibilities of COVENANTOR: Initially, COVENANTOR is solely responsible for the performance of the obligations required hereunder and, to the extent permitted under applicable law, the payment of any and all fees, fines, and penalties

associated with such performance or failure to perform under this AGREEMENT. Notwithstanding any provisions of this AGREEMENT to the contrary, upon the recordation of a deed or other instrument of sale, transfer or other conveyance of fee simple title to the PROPERTY or any portion thereof (a "Transfer") to a third party (the "Transferee"), COVENANTOR shall be released of all of its obligations and responsibilities under this AGREEMENT accruing after the date of such Transfer to the extent such obligations and responsibilities are applicable to that portion of the PROPERTY included in such Transfer, but such release shall be expressly conditioned upon the Transferee assuming such obligations and responsibilities by recorded written agreement for the benefit of CITY. Such written agreement may be included in the Transfer deed or instrument, provided that the Transferee joins in the execution of such deed or instrument. A certified copy of such deed, instrument, or agreement shall be provided to CITY. The provisions of the preceding three sentences shall be applicable to the original COVENANTOR and any successor Transferee who has assumed the obligations and responsibilities of COVENANTOR under this AGREEMENT as provided above.

8. Property Transfer: Nothing herein shall be construed to prohibit a transfer by COVENANTOR to subsequent owners and assigns.
9. Attorneys' Fees: In the event that any Party institutes legal action or arbitration against the other to interpret or enforce this AGREEMENT, or to obtain damages for any alleged breach hereof, the prevailing party in such action or arbitration shall be entitled to reasonable attorneys' or arbitrators' fees in addition to all other recoverable costs, expenses, and damages.
10. Further Documents: The Parties covenant and agree that they shall execute such further documents and instructions as shall be necessary to fully effectuate the terms and provisions of this AGREEMENT.
11. Entire Agreement: This AGREEMENT constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior agreements, whether written or oral. There are no representations, agreements, arrangements, or undertakings, oral or written, that are not fully expressed herein.
12. Severability: In the event any part or provision of this AGREEMENT shall be determined to be invalid or unenforceable under the laws of the State of California, the remaining portions of this AGREEMENT that can be separated from the invalid, unenforceable provisions shall, nevertheless, continue in full force and effect.
13. No Waiver: The waiver of any covenant contained herein shall not be deemed to be a continuing waiver of the same or any other covenant contained herein.
14. Amendment: This AGREEMENT may be amended in whole or in part only by mutual written agreement. Any such amendment shall be recorded in Santa Clara County, California. In the event any conflict arises between the provisions of any such amendment and any of the provisions of any earlier document or documents, the most recently duly executed and recorded amendment shall be controlling.
15. Authority to Execute: The persons executing this AGREEMENT on behalf of the parties warrant that they are duly authorized to execute this AGREEMENT.
16. In the event that CITY shall determine, at its sole discretion, at any future time, that the FACILITIES are no longer required, then at the written request of COVENANTOR, its successors, and/or assigns, CITY shall execute a release of this AGREEMENT which COVENANTOR, its successors, and/or assigns, shall record in the Recorder's Office, at its expense.

Executed the day and year first above written.

COVENANTOR:

By: _____

Name: _____

Title: _____

CITY OF MORGAN HILL:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION

All that real property situated in the City of Morgan Hill, County of Santa Clara, State of California and being a portion of Lots 2, 3, 4 and 5, as said Lots are shown upon that certain Map entitled, "Map of the Las Llagas Subdivision in the Rancho San Francisco De Las Llagas", filed for record on November 5, 1910, in Book 'N' of Maps at Page 12, at the Office of the Recorder of Santa Clara County, and being more particularly described as follows:

COMMENCING at the intersection of the southeasterly line of said Lot 3 and the southwesterly line of Monterey Road, as said right-of-way is shown on said Map; thence coincident with said southeasterly line of said Lot 3, South 38°20'00" West, a distance of 431.00 feet to the POINT OF BEGINNING; thence leaving said line and running parallel with and distant 431.00 feet southwesterly therefrom said southwesterly line of Monterey Road, South 51 °40'00" East, a distance of 660.00 feet to the southeasterly line of said Lot 5; thence coincident with said line, South 38°20'00" West, a distance of 849.00 feet to the southerly comer of said Lot 5; thence coincident with the southwesterly line of said Lots 4 and 5, North 51 °40'00" West, a distance of 660.00 feet to the westerly comer of said Lot 4; thence coincident with the northwesterly line of said Lot 4, North 38°20'00" East, a distance of 75.00 feet; thence leaving said line and running parallel with and distant 75.00 feet northeasterly therefrom the southwesterly line of said Lots 2 and 3, North 51 °40'00" West, a distance of 660.00 feet to the northwesterly line of said Lot 2; thence coincident with said line, North 38°20'00" East, a distance of 174.00 feet; thence leaving said line and running parallel with and distant 431.00 feet southwesterly therefrom said southwesterly line of Monterey Road, South 51 °40'00" East, a distance of 660.00 feet to the POINT OF BEGINNING and containing an area of 24.591 acres, more or less.



CITY COUNCIL STAFF REPORT

MEETING DATE: June 6, 2018

PREPARED BY: Mario Jimenez, Associate Engineer

APPROVED BY: City Manager

FINAL MAP APPROVAL OF VALENCIA PHASE 2 - TRACT NO. 10433

RECOMMENDATION(S)

1. Approve the Final Map;
2. Authorize the City Manager to execute the Subdivision Improvements Agreement with MH Valencia 2015 Inc., a California Corporation;
3. Authorize the City Manager to execute a Stormwater Best-Management-Practices (BMP) Operation and Maintenance Agreement pending review and approval by the City Attorney; and
4. Authorize the recordation of the Final Map, the Subdivision Improvements Agreement, and the Stormwater BMP Operation and Maintenance Agreement.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment

2018 Strategic Priorities

Financial Stewardship

REPORT NARRATIVE:

Valencia Phase 2 – Tract No. 10433 is a 43-lot subdivision located northwest of Calle Valencia and Butterfield Boulevard intersection (see attached site map). The developer, MH Valencia 2015 Inc., a California Corporation, has completed all the conditions specified by the Planning Commission in the approval of the Tentative Map on May 23, 2017.

The City Council is required to approve the map if it conforms to all the requirements of the Subdivision Map Act, and any conditions of approval for the Tentative Map.

The developer has furnished the City with the necessary documents to complete the processing of the Final Map and has made provisions to provide the City with the required fees, security, and insurance prior to recordation of the Final Map. The Final Map conforms to the requirements of the Subdivision Map Act, and conditions of approval have been met. Staff recommends that City Council authorize the City Manager to sign a Subdivision Improvements Agreement on behalf of the City and sign a Stormwater BMP Operation and Maintenance Agreement pending review and approval by the City Attorney.

COMMUNITY ENGAGEMENT: Involve

On May 23, 2017, the Planning Commission approved the Tentative Map. Residents within a 300 feet radius were informed of Planning Commission's intent to approve the

tentative map for the project, in which a public hearing was held to allow the public to be involved and voice their concerns over the tentative map requirements.

ALTERNATIVE ACTIONS:

There is no feasible alternative action as the developer has met the requirements of the tentative map conditions approved by the Planning Commission to file for a final map approval.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On November 13, 2014, the City Council adopted the ordinance approving the Development Agreement (Ordinance No. 2124).

FISCAL AND RESOURCE IMPACT:

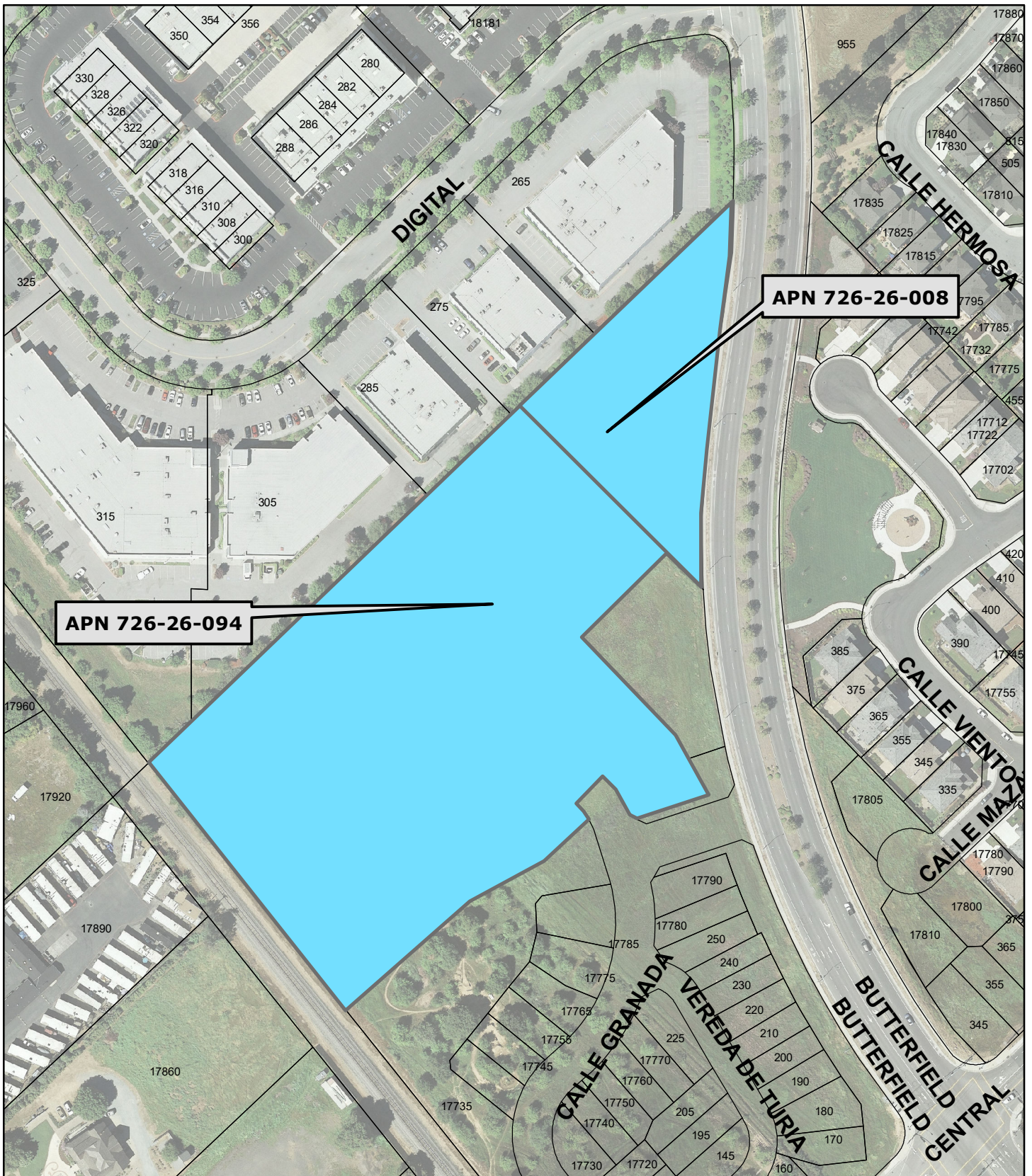
Development review costs for this project are paid for from development processing fees.

CEQA (California Environmental Quality Act):

A Mitigated Negative Declaration for the project was adopted on August 28, 2013.

LINKS/ATTACHMENTS:

1. Site Map - Valencia Phase 2 Tract 10433
2. Tract Map 10433
3. Subdivision Improvements Agreement Tract 10433
4. Stormwater BMP Operation and Maintenance Agreement Form Tract 10433



CITY OF MORGAN HILL
Department of Public Works
Engineering and Utilities Division

Document Path: G:\R-14\PROJ\GIS\StaffReport_SiteMaps\Valencia Phase 2.mxd

SITE MAP
Valencia Phase 2 Development
APN 726-26-094, APN 726-26-008



200 100 0 200 Feet

Attachment: Site Map - Valencia Phase 2 Tract 10433 (1792 : FINAL MAP APPROVAL OF VALENCIA PHASE 2 - TRACT NO. 10433)

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THE HEREIN MAP; THAT WE ARE THE ONLY PERSONS WHOSE CONSENTS ARE NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HEREBY CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINE.

WE HEREBY DEDICATE TO PUBLIC USE AND OFFER TO DEDICATE TO THE CITY OF MORGAN HILL, THE REAL PROPERTY DESCRIBED BELOW IN FEE FOR PUBLIC PURPOSES: ALL STREETS AND PORTIONS OF STREETS NOT HERETOFORE EXISTING AND DESIGNATED AS CALLE GRANADA AND CALLE DEL REY AS SHOWN UPON THIS MAP. SAID DEDICATIONS AND OFFERS OF DEDICATION ARE FOR ANY AND ALL PUBLIC USES UNDER, UPON, AND OVER SAID STREETS AND PORTIONS THEREOF.

WE HEREBY DEDICATE TO PUBLIC USE AND OFFER TO DEDICATE TO THE CITY OF MORGAN HILL THE REAL PROPERTY DESCRIBED BELOW AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR ANY AND ALL PUBLIC SERVICE FACILITIES INCLUDING, BUT NOT LIMITED TO SIDEWALKS, POLES, WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE, TELEVISION, GAS, STORM, SANITARY AND WATER SERVICES, AND ALL APPURTENANCES THERETO UNDER, UPON, OR OVER THE LAND DESIGNATED AS PUBLIC SERVICE EASEMENT (P.S.E.) ON THE WITHIN MAP.

WE HEREBY DEDICATE TO PUBLIC USE AND OFFER TO DEDICATE TO THE CITY OF MORGAN HILL THE REAL PROPERTY DESCRIBED BELOW AS AN EASEMENT FOR PUBLIC PURPOSES: UPON AND OVER THOSE STRIPS OF LAND DELINEATED AND DESIGNATED AS EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.), FOR EMERGENCY VEHICLE ACCESS PURPOSES ONLY.

THE HEREIN DESCRIBED OFFERS OF DEDICATION TO THE CITY OF MORGAN HILL ARE TO BE ACCEPTED ONLY WHEN THE CITY COUNCIL OF THE CITY OF MORGAN HILL OR ITS SUCCESSOR AGENCY ADOPTS AND RECORDS IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY A RESOLUTION ACCEPTING SAID STREETS AND EASEMENTS. UNTIL SAID RESOLUTION(S) ARE RECORDED, ALL STREETS AND EASEMENTS ENCOMPASSED WITHIN SUCH OFFERS OF DEDICATION SHALL BE MAINTAINED BY THE DEVELOPER DURING ANY REQUIRED WARRANTY PERIOD AND THEREAFTER BY THE OWNER(S) OF THE LOTS OR PARCELS IN THE SUBDIVISION. THE CITY OF MORGAN HILL SHALL NOT BE RESPONSIBLE FOR MAINTENANCE AND SHALL INCUR NO LIABILITY WITH RESPECT TO SUCH OFFERED STREETS AND EASEMENTS OR ANY IMPROVEMENT THEREON. ALL DEDICATED RIGHTS-OF-WAY AND EASEMENTS NOT ACCEPTED FOR MAINTENANCE BY THE CITY OR OTHER PUBLIC AGENCY SHALL BE MAINTAINED BY THE OWNER(S) OF THE LOTS OR PARCELS IN THE SUBDIVISION.

WE HEREBY RESERVE FOR THE NON-EXCLUSIVE USE OF THE OWNERS OF LOTS 1 THROUGH 22 AND 25 THROUGH 43, A STORM DRAINAGE EASEMENT IN, UNDER, UPON AND ACROSS THOSE STRIPS OF LAND DELINEATED AND DESIGNATED AS "P.S.D.E." (PRIVATE STORM DRAINAGE EASEMENT). THE OWNERS OF EACH OF THE SAID LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF SAID EASEMENT THAT LIES WITHIN THE BOUNDS OF THEIR RESPECTIVE LOTS.

WE HEREBY RESERVE FOR THE HOMEOWNERS' ASSOCIATION FOR THE BENEFIT OF LOTS 1 THROUGH 43, AND FOR ALL RESIDENTIAL LOTS DEVELOPED WITH PHASE 1 OF "VALENCIA" SUBDIVISION, OPEN SPACE PARCELS 'A' AND 'B' FOR THE PURPOSES OF STORING, TREATING AND CONVEYING STORM WATER; LANDSCAPING, RECREATIONAL AMENITIES AND ALL OTHER APPURTENANCES THERETO. NO FURTHER SUBDIVISION AND OR RESIDENTIAL DEVELOPMENT OF SAID PARCELS SHALL BE ALLOWED. SAID 'OPEN SPACE' PARCELS SHALL BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

WE HEREBY RESERVE FOR THE HOMEOWNERS' ASSOCIATION FOR THE BENEFIT OF LOTS 1 THROUGH 43, AND ALL RESIDENTIAL LOTS DEVELOPED WITH PHASE 1 OF "VALENCIA" SUBDIVISION, THEIR LICENSEES, VISITORS AND TENANTS A PRIVATE STREET "VEREDA LA PAZ" FOR THE PURPOSES OF INGRESS, EGRESS AND FOR THE INSTALLATION & MAINTENANCE OF PRIVATE STREET AND UTILITIES AND ALL OTHER APPURTENANCES THERETO. SAID PRIVATE STREET SHALL BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

ALL OF THE HEREIN DESCRIBED STREETS AND EASEMENTS SHALL BE KEPT FREE OF BUILDINGS, EXCEPT LAWFUL UNSUPPORTED ROOF OVERHANGS, AND OBSTRUCTIONS THAT DO NOT IMPAIR THE USE OF, OR ARE CONSISTENT WITH THE PURPOSES OF THE STREET OR EASEMENT.

AS OWNER:

MH VALENCIA 2015 INC., A CALIFORNIA CORPORATION

BY: Richard B. Oliver

NAME: RICHARD B. OLIVER

ITS: PRESIDENT

TRACT No. 10433 Valencia - Phase 2

BEING ALL OF 'DESIGNATED REMAINDER', AS SHOWN ON THAT CERTAIN FINAL MAP (TRACT NO. 10312, VALENCIA), FILED FOR RECORD IN BOOK 898 OF MAPS, AT PAGES 01 THROUGH 04, AND BEING ALL OF PARCEL 3, AS SHOWN ON THAT CERTAIN AMENDED PARCEL MAP, FILED FOR RECORD IN BOOK 804 OF MAPS, AT PAGES 16 THROUGH 17, SANTA CLARA COUNTY RECORDS.

LYING WITHIN THE CITY OF MORGAN HILL, COUNTY OF SANTA CLARA
STATE OF CALIFORNIA
APRIL 2018

NOTES

- 1.) THE DISTINCTIVE BOUNDARY LINE INDICATES THE BOUNDARIES OF THE LAND SUBDIVIDED BY THIS FINAL MAP.
- 2.) THE AREA WITHIN THE DISTINCTIVE BOUNDARY IS 6.953 ACRES.
- 3.) ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- 4.) A GEOTECHNICAL STUDY WAS PREPARED BY QUANTUM GEOTECHNICAL INC, DATED NOVEMBER 13, 2017, PROJECT NO. C0.56.G.
- 5.) THE PROPERTY OWNER IS PROVIDING CONSTRUCTIVE NOTICE HEREON THAT EACH LOT IS SUBJECT TO REQUIREMENTS OF A DEVELOPMENT AGREEMENT, AND THAT COMMITMENTS UNDER THE AGREEMENT, WHICH THE CITY HAS PERMITTED THE PROPERTY OWNER TO DELAY, MUST BE FULFILLED BY THE SUBSEQUENT PROPERTY OWNERS/OWNER.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State Of California Santa Clara
County Of

On April 19, 2018, before me, Jamie Jese, Notary Public
personally appeared Richard B. Oliver

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand.

Signature Jamie Jese

Principal County Of Business: Santa Clara

Commission Expires: July 5, 2020

Commission # Of Notary: 2136117

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF MORGAN HILL AT ITS REGULAR MEETING HELD ON _____, 20____, DULY APPROVED THE FINAL MAP SHOWN HEREON, AUTHORIZED ITS RECORDATION, AND ACCEPTS ON BEHALF OF THE PUBLIC, SUBJECT TO THEIR IMPROVEMENT IN ACCORDANCE WITH CITY STANDARDS, THE STREETS AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

IRMA TORREZ
CITY CLERK OF THE CITY OF MORGAN HILL

DATE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AT THE REQUEST OF MH VALENCIA 2015 INC. ON MARCH 15, 2017; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS ON OR BEFORE MAY 15, 2019 AND THAT SUCH MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Harinder Singla
HARINDER SINGLA, P.L.S. 8347

4-19-18
DATE



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP. THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

SCOTT C. CREER – CITY ENGINEER
CITY OF MORGAN HILL, CALIFORNIA
R.C.E. NO. 58879

DATE



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

JOHN K. KING – ACTING CITY SURVEYOR
P.L.S. NO. 6809

DATE



PLANNING COMMISSION STATEMENT

I HEREBY STATE THAT THE TENTATIVE MAP FOR THE FINAL MAP SHOWN HEREON WAS CONDITIONALLY APPROVED ON MAY 23, 2017 BY THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL, CALIFORNIA, BY RESOLUTION NUMBER 17-24, APPLICATION NUMBER SDA-14-04.

JENNIFER CARMAN
SECRETARY OF THE PLANNING COMMISSION

DATE

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____

AT _____ M. IN BOOK _____ OF MAPS, AT PAGES _____ AT THE REQUEST OF M.H. ENGINEERING CO.

FILE NO. _____

FEE \$ _____

REGINA ALCOMENDRAS, COUNTY RECORDER OF SANTA CLARA COUNTY

BY: _____
DEPUTY

SHEET 1 OF 3



MH engineering Co.

16075 Vineyard Boulevard
Morgan Hill, CA 95037

211056.3





EXHIBIT B

RECORDING REQUESTED BY
WHEN RECORDED RETURN TO

CITY OF MORGAN HILL
City Clerk's Office
17575 PEAK AVENUE
MORGAN HILL, CA 95037

(RECORD AT NO FEE PURSUANT TO
GOVERNMENT CODE SECTION 27383)

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

SUBDIVISION IMPROVEMENTS AGREEMENT

MH VALENCIA 2015 INC.

VALENCIA PHASE 2 – TRACT NO. 10433

This Subdivision Improvements Agreement ("Agreement") between the City of Morgan Hill, a municipal corporation ("City"), and **MH Valencia 2015 INC., a CALIFORNIA CORPORATION** ("Subdivider"), is entered into this ____ day of _____, 20__. City and Subdivider hereby acknowledge the following:

1. Subdivider has filed a Tentative Subdivision Map and supporting documents for Tract No. **Tract No. 10433**, the subdivision known as **VALENCIA PHASE 2** ("Map").
2. City desires, as part of the conditions of approval ("Conditions") of the Final Tract Map or Parcel Map ("Final Map"), that certain improvements be installed by Subdivider ("Improvements") as shown on the City Engineer approved and signed Subdivision Improvement Plans entitled "Improvement Plans for **VALENCIA PHASE 2, Tract No. 10433**" ("Plans").
3. Subdivider has been unable to complete, prior to filing of the Final Map, all of the improvements required by City to the satisfaction of the City Engineer.
4. Subdivider is required by the terms of the Morgan Hill Municipal Code ("Municipal Code"), to improve all streets, highways, or public areas which are part of the development, including but not limited to necessary paving, curbs, sidewalks, catch basins, water mains, culverts, storm drains, and sanitary sewers, in accordance with the plans and specifications on file with the City Engineer and to post certain securities to secure the completion of the Improvements.
5. To assure City that Subdivider will construct, install and complete all Improvements required for the Subdivision, the parties have entered into this Agreement.

EXHIBIT B

6. This Agreement is executed pursuant to California Government Code Section 66410, et seq., and Chapter 17.32 of the Municipal Code in order to provide for the manner in which Improvements shall be constructed and completed.

NOW, THEREFORE, and in consideration of the approval of the Final Map, and in order to ensure satisfactory performance by Subdivider of Subdivider's obligations under the Conditions, the Subdivision Map Act, and applicable ordinances of City, the parties hereto, for themselves, their successors, and assigns, hereby agree as follows:

Section 1. Incorporation by Reference

The Development Agreement between Subdivider and City, if applicable, Subdivider's Map application, the Conditions, the Map, all Plans as referenced in Section 2 below and all items submitted to the Planning Department, Planning Commission and City Council, all are incorporated herein by reference. In the event of any inconsistency between their representations in any incorporated documents and this Agreement, this Agreement shall govern.

Section 2. Construction of Improvements

(a) Subdivider shall construct to the approval of City, and as provided for in the Conditions, the Improvements as shown fully executed in the Plans entitled "Improvement Plans for **VALENCIA PHASE 2**".

(b) Acquire and dedicate, or pay the cost of acquisition by City, of all rights-of-way, easements, and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances.

(c) Survey Monumentation:

(1) Subdivider shall place survey monumentation as described on the Map.

(2) Subdivider shall replace or repair all survey monumentation that is destroyed or damaged as a result of Subdivider's activities. Any such repair or replacement shall be to the satisfaction and subject to the approval of City.

Section 3. Modification of Plans

Subdivider agrees that, if during the construction of the Improvements, it is determined by City that revisions to the Plans are necessary in the interest of the public, Subdivider will undertake such design and construction changes required by City. Said changes, if any, shall be confined to the premises owned by Subdivider.

Section 4. Security

(a) Pursuant to California Government Code Section 66499.3(a), and the Municipal Code, Subdivider shall, concurrently with the execution hereof, furnish a surety bond in an amount equal to at

EXHIBIT B

least one hundred percent (100%) of the estimated construction cost of the Improvements as security guaranteeing the faithful performance of the Improvements and this Agreement ("Performance Bond").

Improvements and the City Engineer's Estimated Costs of Improvements as of July 2017 are attached hereto as Exhibit "A".

The Performance Bond shall be in a form substantially the same as Exhibit "B".

(b) Pursuant to California Government Code Section 66499.3(b), Subdivider shall, concurrently with the execution hereof, furnish a surety bond in an amount equal to one hundred percent (100%) of the estimated construction cost of the Improvements (as listed in Section 4(a) above) as security guaranteeing the payment to the contractors, subcontractors and persons furnishing labor, materials, or equipment in connection with this Agreement ("Labor and Materials Bond"). The Labor and Materials Bond shall be in a form substantially the same as Exhibit "C".

(c) Subdivider shall, upon completion of the Improvements, furnish a surety bond in an amount equal to fifty percent (50%) of the estimated construction cost of the Improvements (as listed in Section 4(a) above) to secure the guarantee and warranty of the work for a period of one year following the completion and acceptance thereof by the City Council ("Warranty Period") against any defective work or labor performed, or defective materials furnished by Subdivider in connection with this Agreement ("Warranty Bond"). The Warranty Bond shall be in a form substantially the same as Exhibit "D".

(d) Pursuant to Government Code Section 66499.9, any liability upon the security given for faithful performance of any act or agreement shall be limited to:

(1) The performance of the work covered by the Agreement or the performance of the required act.

(2) The performance of any changes or alterations in such work; provided that all changes or alterations do not exceed ten percent of the original estimated cost of the Improvements.

(3) The guarantee and warranty of the work for a period of one year following completion and acceptance thereof, against any defective work or labor done or defective materials furnished in the performance of the Agreement or the performance of the act.

(4) Costs and reasonable expenses and fees, including reasonable attorneys' fees.

(e) The surety on each bond and the form thereof shall be satisfactory to City. The surety shall be furnished by a surety company authorized to write the same in the State of California and that is approved and accepted by the City's risk manager.

(f) Subdivider agrees to furnish any bonds required by the State or County for Improvements outside the City's jurisdiction.

(g) The release of any securities shall be governed by the provisions of Government Code Section 66499.7.

EXHIBIT B

Section 5. Inspections

At least fifteen (15) calendar days prior to the commencement of any work hereunder, Subdivider shall notify City in writing of the fixed start date of construction so that City shall be able to provide inspection services. Subdivider shall at all times maintain proper facilities and provide safe access to all parts of the work site(s) for City inspections, including any workshops or plants where work related to the Improvements is being conducted.

Subdivider shall pay and reimburse City for all expenses incurred by City for inspecting and checking all work to be performed under the provisions of the Municipal Code or this Agreement. City Engineering plan checking and field improvement inspection costs are included in the Department of Public Works Fee Schedule which may be revised from time to time.

Section 6. Timing of Performance

Subdivider agrees to perform and complete all Improvements within eighteen (18) months from the date of the recording of the Final Map; provided however, the City Manager may extend the deadline for completion by not more than six (6) months at his reasonable discretion and determination that granting the extension will not be detrimental to the public welfare. No extension of this deadline for completion shall be made except upon the basis of a written application made by Subdivider stating fully the ground for the application and the facts relied upon for an extension.

It is further agreed by and between Subdivider and City that any extension granted shall in no way affect the validity of this Agreement or release the surety (ies) on any bond attached hereto or the financial institution guaranteeing the same. Subdivider further agrees to maintain the securities described in Section 4 above in full force and effect during the terms of this Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by City

Section 7. Work Performance and Warranty

(a) Subdivider shall construct, at Subdivider's own expense, all of the Improvements in a good and workmanlike manner, and furnish all required materials incident thereto, in accordance with the Plans and to the satisfaction of City, including any changes required by City which in City's opinion are necessary to complete the Improvements.

(b) All work shall be conducted and completed in accordance with the Plans and federal, state, Municipal Code, laws, ordinances, and regulations. For any Improvements partially completed prior to this Agreement, Subdivider agrees to complete the Improvements in accordance with this Agreement.

(c) Neither Subdivider, nor any of Subdivider's agents or contractors in connection with Subdivider's obligations under this Agreement are, or shall be considered to be, employees or agents of City.

(d) The work performance for the Improvements shall not be deemed complete until such time as such Improvements have been accepted for maintenance by the City Council.

(e) Subdivider warrants that: (1) it has investigated the work to be performed under this agreement, (2) it has investigated the site of the work and is aware of all conditions there; and (3) it

EXHIBIT B

understands the difficulties and restrictions of the work under this Agreement. Should Subdivider discover any conditions materially differing from those inherent in the Improvements or work or as represented by City, it shall immediately inform City and shall not proceed, except at Subdivider's risk, until written instructions are received from City.

(f) Subdivider guarantees and warrants the work required by this Agreement and agrees to remedy any defects in the Improvements or work arising from faulty or defective materials or construction occurring within one year after its acceptance. Following notice, Subdivider shall, without delay or cost to City, repair, replace, or construct any defective or unsatisfactory portion of the Improvements. City may, at its sole option, perform the repair or replacement itself if Subdivider or its surety has failed to commence repair within twenty (20) days after City has mailed written notice to Subdivider. In such event, Subdivider or its surety agrees to pay the cost of repair and replacement to City, plus fifteen percent (15%); and City may recover such costs as a lien against the Subdivision. City may proceed immediately to make repairs should an emergency arises.

Section 8. Acquisition and Dedication of Easements or Rights-of-Way

(a) No construction or installation of the Improvements shall be commenced before:

(1) The offer of dedication to City of appropriate rights-of-way, easements, or other interests in real property for the Improvements, which offer of dedication shall be irrevocable and remain open pursuant to California Government Code Section 66477.2, and authorization from the property owner to allow construction or installation of Improvements, or

(2) The dedication to, and acceptance by, City of appropriate rights-of-way, easements, or other interests in real property, as determined by the City Engineer, or

(3) The issuance by a court of competent jurisdiction pursuant to state Eminent Domain Law of an order of possession.

(b) Except as otherwise provided by this Agreement, City rejects all lands, rights-of-way, and easements offered for dedication on the Final Map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by City in its sole discretion at any later date without further notice to Subdivider as provided by law. By way of explanation only, it is the current intention of City to accept all or part of the irrevocable offers to dedicate upon acceptance of the Improvements called for in this Agreement.

(c) Nothing in this Section 8 shall be construed as authorizing or granting an extension of time to Subdivider.

Section 9. Indemnity

Subdivider hereby agrees to save harmless and indemnify, including, without limitation, City's defense costs (including reasonable attorney's fees), from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of any injuries or damages sustained by any person or property resulting or arising, or alleged to have resulted or arisen, from Subdivider or Subdivider's contractors, subcontractors, agents, or employees activities, omissions or operations pursuant to this

EXHIBIT B

Agreement. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, Subdivider will defend City, (at City's request and with counsel satisfactory to City) and will indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise.

Subdivider shall defend, indemnify, and hold harmless the City and its elective and appointive boards, officials, officers, agents, employees and volunteers from any claim, action, or proceeding to review, set aside, void, or annul an approval of the City concerning the Map and acts made in respect thereof, provided any such action is brought within the time period provided for in California Government Code Section 66499.37.

City shall promptly notify Subdivider of any claim, action, or proceeding, and cooperate fully in the defense of any claim, action, or proceeding.

It is expressly understood and agreed that this Subsection (a) will survive termination of this Agreement.

Section 10. Insurance

Concurrent with the execution of this Agreement, Subdivider is required to 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 Subdivider and its Subcontractors relating to or arising from the performance of work associated with the Improvements, and must remain in full force and effect at all times during the period covered by the Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by the City. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by City. If the Subdivider will utilize the services of a General Contractor to perform all of the work associated with the Improvements, then Subdivider may opt to have all coverages provided by Subdivider's General Contractor, provided that a written contract is executed between Subdivider and the General Contractor whereby the written contract specifically required General Contractor to fulfill all of the City insurance requirements as outlined in this Agreement, including all endorsements in favor of the City. Verification of the written contract must be provided to City upon request. If Subdivider fails to provide any of the required coverage in full compliance with the requirements outlined in this Agreement City shall issue a stop work order, or terminate the Agreement for default. Subdivider further understands that the City reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to Subdivider, at any time as deemed necessary to protect the interests of the City.

(a) Policies and Limits. The following insurance policies and limits are required for this Agreement:

- (1) Commercial General Liability Insurance ("CGL"): Subdivider shall maintain CGL and shall include coverage for liability arising from Subdivider's or its Subcontractor's acts or omissions in the performance of work associated with the Improvements against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) five million dollars (\$5,000,000.00) combined single limit and a general aggregate limit of ten million dollars (\$10,000,000.00), or (ii) the maximum amount of such insurance available to Subdivider under Subdivider's combined insurance

EXHIBIT B

policies (including any excess or “umbrella” policies), whichever is greater. Further, if CGL coverage is being provided by Subdivider’s General Contractor pursuant to Section 10, General Contractor may elect to insure the CGL exposures under an “Owners and Contractors Protective Liability Policy (OCP)” on which the City is included as an additional insured.

a. CGL policy may not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

b. CGL policy must include contractor’s protected coverage, blanket contractual, and completed operations.

(2) Workers’ Compensation Insurance and Employer’s Liability: Subdivider shall maintain Workers Compensation coverage, as required by law. The policy must comply with the requirements of the California Workers’ Compensation Insurance and Safety Act and provide protection 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 Subdivider under Subdivider’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater. If Subdivider is self-insured, Subdivider must provide its Certificate of Permission to Self-Insure, duly authorized by the State of California Department of Industrial Relations.

(3) Automobile Liability: Subdivider shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if Subdivider does not own automobiles, then Subdivider shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit, or (ii) the maximum amount of such insurance available to Subdivider under Subdivider’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

(4) Pollution (Environmental) Liability: The performance of Subdivider’s work or service under this Agreement involves handling of hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials. Subdivider shall procure and maintain Pollution Liability covering the Subdivider’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 Subdivider under Subdivider’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

(b) Required Endorsements. Subdivider shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below. Further, if coverages are being provided by Subdivider’s General Contractor pursuant to Section 10, endorsements may not be restricted to work performed “under a written contract” (i.e. “blanket endorsements”)

EXHIBIT B

(1) ALL Policies:

“Waiver of Subrogation” - Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against the City of Morgan Hill and the City’s elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

(2) ALL Policies except Workers Compensation:

a. “Additionally Insured” - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds.

(3) General Liability:

a. “Primary and Non-Contributing” - Insurance shall be primary non-contributing;

b. “Separation of Insureds” - The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(c) Subcontractors. Subdivider must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 10 as appropriate based on each subcontractor’s scope of work, with respect to its performance of work associated with the Improvements, including those requirements related to the additional insureds and waiver of subrogation.

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

(e) Certificates. Subdivider shall furnish City with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to the Subdivider’s agreement with the City shall be reduced, canceled, allowed to expire, or materially changed except after thirty (30) days' notice by the insurer to City, unless due to non-payment of premiums, in which case ten (10) days written notice must be made 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

EXHIBIT B

Section 11. Permits and Requisite Fees

(a) Subdivider shall pay all current fee obligations in the total amount of **\$2,528,881** due under City Resolution No. 5592, as amended, in accordance with the Department of Public Work fee schedule, as follows:

(1) **\$457,599** payable at the time of recording of the Final Map, and

(2) **\$2,071,282** payable on a pro-rata basis for each individual lot in the Subdivision prior to final inspection of each and every residence.

(3) All fees payable pursuant to this Subsection (a) constitutes valid and due consideration for City's approval of the Final Map, and amounts set forth are estimates that are subject to change prior to the issuance of building permit(s), subject to resolution or ordinance of the City Council.

(b) Subdivider shall, at its expense, obtain all necessary permits and licenses for the construction of the Improvements, give all necessary notices, and pay all fees and taxes required by law.

(c) Subdivider shall obtain a City of Morgan Hill Business License.

(d) Subdivider agrees to procure, at its expense, any necessary permits for Improvements outside the City's jurisdiction.

Section 12. On-Site Supervision

Subdivider shall designate an on-site supervisor, satisfactory to City, who shall be on the work site(s) at all times during the construction of the Improvements, and who has the authority to act on behalf of Subdivider when communicating with City personnel.

Section 13. Waiver

Waiver by City or Subdivider of any breach of any of the provisions of the Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of the same or any other provision of this Agreement. Acceptance by City of any work by Subdivider shall not be a waiver of any of the provisions of this Agreement.

Section 14. Notices. All notices shall be personally delivered or mailed, via first class mail to the below listed addresses. 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.

- a. Address of Subdivider is as follows:
c/o Richard Oliver
MH Valencia 2015 Inc.
385 Woodview Avenue #100
Morgan Hill, CA 95037

EXHIBIT B

b. Address of City is as follows:

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

With a copy to:

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

Section 15. Noncompliance

If City determines that Subdivider is in violation of any federal, state, County or City laws, ordinances, rules, regulations, and requirements, and/or the terms and provisions of this Agreement, it may issue a cease and desist order, stop work order, or other action City deems necessary.

Section 16. Notice of Breach and/or Default

City may serve written notice upon Subdivider and surety of breach of this Agreement or of any portion thereof, and default of Subdivider for any of the following circumstances:

- (a) Subdivider refuses or fails to complete the Improvements as required in Section 6 above.
- (b) Subdivider refuses or fails to perform or cure any defects in the Improvements as required in Section 7.
- (c) Subdivider is insolvent, is subject to a receivership, or files any petition in bankruptcy, either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days.
- (d) The commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance in lieu of or in avoidance of foreclosure.
- (e) Subdivider or any of Subdivider's contractors, subcontractors, agent, or employees materially violates any of the provisions of this Agreement and not cure the violation within a reasonable time.

Section 17. Performance by Surety or City

(a) In the event of a material breach and/or default by Subdivider, Subdivider's surety shall have the duty to take over and complete the Improvements.

(b) If the surety, within a reasonable time after receiving notice of Subdivider's default does not provide City written notice to take over the performance of this Agreement or if the surety does not commence performance thereof within the time specified in such notice to City, City may take over the construction of the Improvements and prosecute the same to completion, by contract or by any method City may deem advisable, on behalf and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost or damages incurred by City thereby. In such event, City, without liability for so doing, may take possession of and utilize such materials, appliances, and other property belonging to Subdivider as may be on the work site(s) and necessary therefore to complete the Improvements.

EXHIBIT B

(c) City shall have the right to draw upon or utilize the appropriate security provided for in Section 4 to recover costs and damages to City damages. The right of City to draw upon or utilize the security is additional and not in lieu of any other remedy available to City at law or in equity. The parties agree that the estimated costs and security amounts may not reflect the actual cost of construction or installation of Improvements, and therefore, City damages for Subdivider's default shall be measured by the cost of completing the required Improvements.

(d) Failure of Subdivider to comply with terms of this Agreement shall constitute consent to filing by City of a notice of violation against all lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedies provided in this Subsection (d) are in addition to and not in lieu of other remedies available to City.

(e) In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligation, including the costs of suit and reasonable attorney's fees.

(f) The failure by City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach.

Section 18. Successors in Interest

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties. It shall be recorded in the Office of the Recorder of Santa Clara County concurrently with the Final Map of the Subdivision and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision. It shall be the responsibility of City to cause the executed Agreement to be recorded.

Section 19. Effective Date

This Agreement shall be effective as of the date and year first above written.

Section 20. Amendment of Agreement

This Agreement may only be amended by mutual consent of the original parties or their successors in interest, provided that any such amendment is executed in writing by the parties to be bound thereby.

Section 21. Execution

By signing this Agreement, the person signing states that he or she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and conditions of this Agreement.

Section 22. 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.

EXHIBIT B

Section 23. Law to Govern: Venue

The law of the State of California shall govern this Agreement. In the event of litigation between the parties, the action must be filed in the Santa Clara County Superior Court.

Section 24. Limitations Upon Subcontracting and Assignment.

Neither this Agreement or any portion shall be assigned by Subdivider without prior written consent of City.

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EXHIBIT B

Section 25. Miscellaneous

(a) Compliance with Law: Subdivider shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

(b) Non-Discrimination. Subdivider covenants there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, disability, national origin, ancestry, or sexual orientation in any activity pursuant to this Agreement.

(c) Conflict of Interest and Reporting. Subdivider shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

(d) Time of Essence. Time is of the essence in the performance of this Agreement.

(e) Interpretation. This Agreement shall be interpreted as though prepared by both parties.

(f) Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

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

[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.]

CITY OF MORGAN HILL

By:

Christina J. Turner, City Manager

Date: _____

ATTEST:

By:

Michelle Wilson, Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

By:

Donald A. Larkin, City Attorney

Date: _____

"Subdivider"**MH VALENCIA 2015 INC.**

By:

Print Name and Title

(If Corporation, must be Chairperson of the Board, President, or Vice President)

Date: _____

By:

Print Name and Title

(If Corporation, must be Secretary, Assistant Secretary, CFO, or Assistant Treasurer)

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

EXHIBIT "A"

IMPROVEMENTS AND

ESTIMATED COSTS OF IMPROVEMENTS

AS OF FEBRUARY 2018

MH 211056.3

2/26/2018

Engineers Cost Estimate
Valencia, Phase 2 (Tr#10433) Public Improvements only

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Schedule I - Streets and Earthwork					
1	Clearing and grubbing of construction site (excluding structural demo and tree removal)	1	LS	\$ 2,000.00	\$ 2,000.00
2	Street grading	1,422	CY	\$ 6.00	\$ 8,532.00
3	Public street pavement (4" AC on 13" AB) (incl. Butterfield conform)	39,161	SF	\$ 6.00	\$ 234,966.00
4	City std sidewalk on agg base (excludes all walkways within open spaces) (incl. handicap ramps & 6" CL.B conc. dwy aprons)	13,068	SF	\$ 7.00	\$ 91,476.00
5	City std. curb & gutter on agg. Base (incl private street curb & gutter)	2,303	LF	\$ 23.00	\$ 52,969.00
6	EVA access PCC Aprons (2 ea) & 230 SF all weather surface connection to Butterfield Blvd)	1	LS	\$ 4,000.00	\$ 4,000.00
7	Street name signs	3	EA	\$ 400.00	\$ 1,200.00
8	Street monuments	11	EA	\$ 300.00	\$ 3,300.00
9	Electroliers incl. conduit & pullboxes (150w)	8	EA	\$ 3,200.00	\$ 25,600.00
10	Stop sign & legends	1	LF	\$ 600.00	\$ 600.00
Total Schedule I					\$ 424,643.00
Schedule II - Water					
1	8" D.I.P. water main (incl. valves, fittings & pavement restoration at Butterfield Blvd tie in)	1,147	LF	\$ 48.00	\$ 55,056.00
2	Fire hydrant assembly complete	3	EA	\$ 3,200.00	\$ 9,600.00
3	1" single copper City std. water services	41	EA	\$ 1,400.00	\$ 57,400.00
Total Schedule II					\$ 122,056.00
Schedule III - Sanitary Sewer					
1	8" PVC (SDR-26)	557	LF	\$ 46.00	\$ 25,622.00
2	6" PVC (SDR-26)	538	LF	\$ 42.00	\$ 22,596.00
3	City std. Manholes	8	EA	\$ 2,800.00	\$ 22,400.00
4	4" PVC sewer laterals (stubbed beyond 10' P.S.E.)	41	EA	\$ 2,200.00	\$ 90,200.00
Total Schedule III					\$ 160,818.00
Schedule IV - Storm Drainage					
1	18" RCP	513	LF	\$ 78.00	\$ 40,014.00
2	15" RCP	204	LF	\$ 65.00	\$ 13,260.00
3	City Std. manholes	5	EA	\$ 3,500.00	\$ 17,500.00
4	City std. curb inlets	9	EA	\$ 2,800.00	\$ 25,200.00
Total Schedule IV					\$ 95,974.00
Estimated Const Cost					\$ 803,491.00

SUB TOTAL \$803,491

10% CONTINGENCY \$80,349

TOTAL \$883,840

Attachment: Subdivision Improvements Agreement Tract 10433 (1792 : FINAL MAP APPROVAL OF VALENCIA PHASE 2 - TRACT NO. 10433)

EXHIBIT "B"
PERFORMANCE BOND
(100% of Engineer's Estimate)

Bond No.: _____

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California, and _____ (hereinafter designated as "principal") have entered into a Subdivision Improvement Agreement:

VALENCIA 2015 INC.
VALENCIA PHASE 2 – TRACT NO. 10433

whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20_____, and identified as project **VALENCIA PHASE 2 – TRACT NO. 10433**, is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and _____, as surety, are held and firmly bound unto the City of Morgan Hill hereinafter called ("City"), in the penal sum of **Eight Hundred Eighty Three Thousand Eight Hundred and Forty dollars (\$883,840)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The Surety's office is located at _____,

Telephone No. _____; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone number are as follows:

License No.: _____

Address: _____

Telephone No.: _____ .

The non-resident agent for the Surety, if any, is a party to the transaction:

Name of non-resident _____

agent:

Non-resident agent's office
address: _____

Telephone _____
No.: _____

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Executed this _____ day of _____ 20____.

Principal

Principal

By:

Surety

By:

Attorney-in Fact

By:

California Resident Agent

By:

Non-resident Agent - Attorney-in-Fact

APPROVED:

Scott Creer, City Engineer

Date:

APPROVED AS TO FORM:

By:

Donald A. Larkin, City Attorney

Date:

(Acknowledgment on following page.)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

EXHIBIT "C"
LABOR AND MATERIAL BOND
(100% of Engineer's Estimate)

Bond No.:

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California, and **VALENCIA 2015 INC., a CALIFORNIA CORPORATION** (hereinafter designated as "the principal") have entered into a Subdivision Improvement Agreement:

VALENCIA 2015 INC.
VALENCIA PHASE 2 – TRACT NO. 10433

whereby the principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20_____, and identified as project **VALENCIA PHASE 2 – TRACT NO. 10433**, is hereby referred to and made a part hereof; and

Whereas, under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Morgan Hill to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, the principal and the undersigned as corporate surety, and their successors and assigns are held firmly bound unto the City of Morgan Hill and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **Eight Hundred Eighty Three Thousand Eight Hundred and Forty dollars (\$883,840)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Morgan Hill in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety's office is located at _____,

Telephone No. _____; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone number as follows:

License No.:

Address:

Telephone No.:

The following non-resident agent, if any, for the Surety is a party to the transaction:

Name of non-resident agent: _____,

Non-resident agent's office address:

Telephone No.: _____.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Executed this _____ day of _____, 20____.

Principal

Principal

By:

Surety

By:

Attorney-in Fact

By:

California Resident Agent

By:

Non-resident Agent - Attorney-in-Fact

APPROVED:

Scott Creer, City Engineer

Date:

APPROVED AS TO FORM:

By:

Donald A. Larkin, City Attorney

Date:

(Acknowledgment on following page.)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

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State of **California**
County of **Santa Clara**

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

**EXHIBIT “D”
WARRANTY BOND
(50% of Engineer’s Estimate)**

Bond No.:

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California (hereinafter designated as “City”), and **VALENCIA 2015 INC., a CALIFORNIA CORPORATION** (hereinafter designated as “Principal”) have entered into a Subdivision Improvement Agreement (hereinafter “Agreement”):

**VALENCIA 2015 INC.
VALENCIA PHASE 2 – TRACT NO. 10433**

whereby the Principal agrees to install and complete certain designated public improvements (hereinafter “Improvements”), which said Agreement, dated _____, 20_____, and identified as project **VALENCIA PHASE 2 – TRACT NO. 10433**, is hereby referred to and made a part hereof; and

Whereas, under the terms of said Agreement, the Principal is required to furnish a bond to guarantee and warrant the work required by said Agreement for a period of one year following the completion and acceptance by the City of the Improvements, against any defective work or labor performed, or defective materials furnished by Principal.

Now, therefore, we, the Principal and _____ as Surety, are held and firmly bound unto the City of Morgan Hill in the penal sum of **Four Hundred Forty One Thousand Nine Hundred and Twenty Dollars (\$441,920)** for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

If Principal faithfully carries out and performs its guarantee and warranty under the Agreement, and, on due notice from City, repairs and make good at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Principal promptly reimburses City for all loss and damage that City sustains because of Principal’s failure to makes such repairs in accordance with the Agreement requirements, then Surety’s obligations under this Bond will be null and void. Otherwise, Surety’s obligations will remain in full force and effect.

Surety waives the provisions of Civil Code Sections 2819 and 2845. Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement

Warranty Bond Page 1 of 4
Version July 2017

or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Santa Clara County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

In witness whereof, this instrument has been duly executed by the principal and surety above named.

SURETY:

Principal:

Date: _____

Date: _____

s/ _____

s/ _____

Name: _____

Name: _____

Title: _____

Title: _____

(Attach Acknowledgment with Notary

Seal and Power of Attorney)

APPROVED:

Scott Creer, City Engineer

Date: _____

APPROVED AS TO FORM:

By:

Donald A. Larkin, City Attorney

Date: _____

END OF WARRANTY BOND

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

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County of **Santa Clara**

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

RECORDING REQUESTED BY:

CITY OF MORGAN HILL

WHEN RECORDED MAIL DOCUMENT TO:

CITY CLERK
CITY OF MORGAN HILL
17575 PEAK AVENUE
MORGAN HILL, CA 95037

RECORD AT NO FEE PER
GOVERNMENT CODE SECTIONS 6103
& 27383

APN:726-26-008,094

SPACE ABOVE THIS LINE FOR RECORDER'S
USE

**STORMWATER BEST MANAGEMENT PRACTICES,
OPERATION, AND MAINTENANCE AGREEMENT**

THIS STORMWATER BEST MANAGEMENT PRACTICES OPERATION, AND MAINTENANCE AGREEMENT ("AGREEMENT") is made and entered into this _____ day of _____, 2018, by **MH Valencia 2015 Inc., a California Corporation**, (hereinafter referred to as "COVENANTOR") and the City of Morgan Hill ("CITY"). CITY and COVENANTOR may be referred to individually as a "Party" or collectively as the "Parties" throughout this AGREEMENT.

RECITALS:

This AGREEMENT is made and entered into with reference to the following facts:

- A. CITY is authorized and required to regulate and control the disposition of storm and surface waters as set forth in CITY's National Pollutant Discharge Elimination System permit.
- B. COVENANTOR is the owner of a certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "PROPERTY").
- C. COVENANTOR desires to construct certain improvements of the kind or nature described in Morgan Hill Municipal Code Chapter 18.71 (the "ORDINANCE") on the PROPERTY that may alter existing stormwater conditions on both the PROPERTY and adjacent lands.
- D. To minimize adverse impacts due to these anticipated changes in existing storm and surface water flow conditions, COVENANTOR is required by CITY to implement Best Management Practices ("BMPs") and to build and maintain, at COVENANTOR's expense, stormwater management facilities ("FACILITIES"), more particularly described and shown in the **STORM WATER RUNOFF MANAGEMENT PLAN for Valencia Phase 2, Tract 10433** prepared by **MH engineering Co.** and dated **July 14, 2017**, which plans and any amendments thereto, are on file with CITY's Public Works Department, and are hereby incorporated by this reference.
- E. CITY has reviewed and approved the Stormwater Runoff Management Plan (the "PLAN") subject to the execution of this AGREEMENT.

NOW, THEREFORE, in consideration of the benefit received and to be received by COVENANTOR, its successors, and assigns, as a result of CITY's approval of the Stormwater Runoff Management Plan, COVENANTOR, hereby covenants and agrees with CITY as follows:

1. Covenants Running With the Land; Property Subject to Agreement: All of the real property described in Exhibit "A" shall be subject to this AGREEMENT. It is intended and

determined that the provisions of this AGREEMENT shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the real PROPERTY or any portion thereof and shall be for the benefit of each owner of any of said parcels or any portion of said PROPERTY and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. Each and all of the limitations, easements, obligations, covenants, conditions, and restrictions contained herein shall be deemed to be, and shall be construed as, equitable servitudes, enforceable by any of the owners of any of the PROPERTY subject to this AGREEMENT against any other owner, tenant or occupant of the said PROPERTY, or any portion thereof.

2. Responsibility for Installation, Operation, and Maintenance: At its sole expense, COVENANTOR, its successors, and assigns, shall construct, operate, and perpetually maintain the FACILITIES in strict accordance with the PLAN and any amendments thereto that have been approved by CITY or required by the ORDINANCE.
3. Facility Modifications: At its sole expense, COVENANTOR, its successors, and assigns, shall make such changes or modifications to the FACILITIES as may be determined as reasonably necessary by CITY to ensure that the FACILITIES are properly maintained and continue to operate as originally designed and approved. COVENANTOR agrees that it shall not modify the BMPs and shall not allow BMP maintenance activities to alter the designed function of the FACILITIES from its original design unless approved by CITY prior to the commencement of the proposed modification or maintenance activity.
4. Facility Inspections by CITY: At reasonable times and in a reasonable manner as provided in the ORDINANCE, CITY, its agents, employees, and contractors shall have the right of ingress and egress to the FACILITIES and the right to inspect the FACILITIES in order to ensure that the FACILITIES are being properly maintained, are continuing to perform in an adequate manner, and are in compliance with the ORDINANCE, the PLAN and any amendments thereto approved by CITY.
5. Failure to Perform Required Facility Repairs or Modifications: Should either COVENANTOR or its successors and assigns fail to implement the BMPs, maintain the facilities, or correct any defects in the FACILITIES in accordance with the approved design standards and/or the PLAN, and in accordance with the law and applicable regulations of the ORDINANCE, after thirty (30) days from the date of the written notice from CITY, CITY shall have the right to enter the PROPERTY to perform remedial work, for which CITY will collect reimbursement for such work from COVENANTOR. Additionally, conditions from failure to implement the BMPs or to maintain or correct the FACILITIES shall be deemed a nuisance subject to abatement of such conditions as provided in Chapter 1.18 of the Morgan Hill Municipal Code. In addition, CITY may pursue other such remedies as provided by law, including, but not limited to, such civil and criminal remedies set forth in the ORDINANCE.
6. Indemnity: COVENANTOR, its successors, and assigns, shall defend, indemnify, and hold CITY harmless of and from any and all claims, liabilities, actions, causes of action, and damages for personal injury and property damage, including, without limitation, reasonable attorneys' fees, arbitration fees, or costs and court costs, arising out of or related to COVENANTOR's, its successors', and/or assigns' construction, operation, or maintenance of the FACILITIES except claims, liabilities, actions, causes of action, and damages that arise out of CITY's sole negligence or willful misconduct or the sole negligence or willful misconduct of any of CITY'S employees, agents, representatives, contractors, vendors, or consultants.
7. Obligations and Responsibilities of COVENANTOR: Initially, COVENANTOR is solely responsible for the performance of the obligations required hereunder and, to the extent permitted under applicable law, the payment of any and all fees, fines, and penalties

associated with such performance or failure to perform under this AGREEMENT. Notwithstanding any provisions of this AGREEMENT to the contrary, upon the recordation of a deed or other instrument of sale, transfer or other conveyance of fee simple title to the PROPERTY or any portion thereof (a "Transfer") to a third party (the "Transferee"), COVENANTOR shall be released of all of its obligations and responsibilities under this AGREEMENT accruing after the date of such Transfer to the extent such obligations and responsibilities are applicable to that portion of the PROPERTY included in such Transfer, but such release shall be expressly conditioned upon the Transferee assuming such obligations and responsibilities by recorded written agreement for the benefit of CITY. Such written agreement may be included in the Transfer deed or instrument, provided that the Transferee joins in the execution of such deed or instrument. A certified copy of such deed, instrument, or agreement shall be provided to CITY. The provisions of the preceding three sentences shall be applicable to the original COVENANTOR and any successor Transferee who has assumed the obligations and responsibilities of COVENANTOR under this AGREEMENT as provided above.

8. Property Transfer: Nothing herein shall be construed to prohibit a transfer by COVENANTOR to subsequent owners and assigns.
9. Attorneys' Fees: In the event that any Party institutes legal action or arbitration against the other to interpret or enforce this AGREEMENT, or to obtain damages for any alleged breach hereof, the prevailing party in such action or arbitration shall be entitled to reasonable attorneys' or arbitrators' fees in addition to all other recoverable costs, expenses, and damages.
10. Further Documents: The Parties covenant and agree that they shall execute such further documents and instructions as shall be necessary to fully effectuate the terms and provisions of this AGREEMENT.
11. Entire Agreement: This AGREEMENT constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior agreements, whether written or oral. There are no representations, agreements, arrangements, or undertakings, oral or written, that are not fully expressed herein.
12. Severability: In the event any part or provision of this AGREEMENT shall be determined to be invalid or unenforceable under the laws of the State of California, the remaining portions of this AGREEMENT that can be separated from the invalid, unenforceable provisions shall, nevertheless, continue in full force and effect.
13. No Waiver: The waiver of any covenant contained herein shall not be deemed to be a continuing waiver of the same or any other covenant contained herein.
14. Amendment: This AGREEMENT may be amended in whole or in part only by mutual written agreement. Any such amendment shall be recorded in Santa Clara County, California. In the event any conflict arises between the provisions of any such amendment and any of the provisions of any earlier document or documents, the most recently duly executed and recorded amendment shall be controlling.
15. Authority to Execute: The persons executing this AGREEMENT on behalf of the parties warrant that they are duly authorized to execute this AGREEMENT.
16. In the event that CITY shall determine, at its sole discretion, at any future time, that the FACILITIES are no longer required, then at the written request of COVENANTOR, its successors, and/or assigns, CITY shall execute a release of this AGREEMENT which COVENANTOR, its successors, and/or assigns, shall record in the Recorder's Office, at its expense.

Executed the day and year first above written.

COVENANTOR:

By: _____

Name: **Richard B. Oliver**

Title: **President**

CITY OF MORGAN HILL:

By: _____

Name: **CHRISTINA J. TURNER**

Title: **CITY MANAGER, CITY OF MORGAN HILL**

APPROVED AS TO FORM:

By: _____

Name: **DONALD A. LARKIN**

Title: **CITY ATTORNEY, CITY OF MORGAN HILL**

EXHIBIT "A"**ENTER TITLE**

**ENTER LEGAL DESCRIPTION;
(ATTACH PLAT AS NEEDED)**

Attachment: Stormwater BMP Operation and Maintenance Agreement Form Tract 10433 (1792 : FINAL MAP APPROVAL OF VALENCIA PHASE 2

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)



CITY COUNCIL STAFF REPORT

MEETING DATE: June 6, 2018

PREPARED BY: Charlie Ha, Supervising Civil Engineer
APPROVED BY: City Manager

FINAL MAP APPROVAL OF SAN SEBASTIAN PHASE 2A - TRACT NO. 10451

RECOMMENDATION(S)

1. Approve the Final Map;
2. Authorize the City Manager to execute the Subdivision Improvements Agreement with Toll CA XX, LP;
3. Authorize the City Manager to execute a Stormwater Best-Management-Practices (BMP) Operation and Maintenance Agreement pending review and approval by the City Attorney; and
4. Authorize the recordation of the Final Map, Subdivision Improvements Agreement, and the Stormwater BMP Operation and Maintenance Agreement.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment

2018 Strategic Priorities

Financial Stewardship

REPORT NARRATIVE:

San Sebastian Phase 2A–Tract No. 10451 is a 16-lot subdivision located on the southerly side of Cochrane Road approximately 1500 feet east of Saint Marks Drive (see attached site map). The developer, Toll CA XX, LP, has completed all the conditions specified by the Planning Commission in the approval of the Tentative Map on February 12, 2013.

The City Council is required to approve the map if it conforms to all the requirements of the Subdivision Map Act, and any conditions of approval for the Tentative Map.

The developer has furnished the City with the necessary documents to complete the processing of the Final Map and has made provisions to provide the City with the required fees, security, and insurance prior to recordation of the Final Map. The Final Map conforms to the requirements of the Subdivision Map Act, and conditions of approval have been met. Staff recommends that City Council authorize the City Manager to sign a Subdivision Improvements Agreement on behalf of the City and sign a Stormwater BMP Operation and Maintenance Agreement pending review and approval by the City Attorney.

COMMUNITY ENGAGEMENT: Involve

On February 12, 2013, the Planning Commission approved the Tentative Map.

Residents within a 300 feet radius were informed of the Planning Commission's intent to approve the Tentative Map for the project, in which a public hearing was held to allow the public to be involved and voice their concerns over Tentative Map requirements.

ALTERNATIVE ACTIONS:

There is no feasible alternative action as the developer has met the requirements of the tentative map conditions approved by the Planning Commission to file for a final map approval.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On June 1, 2016, the City Council approved the Development Agreement.

FISCAL AND RESOURCE IMPACT:

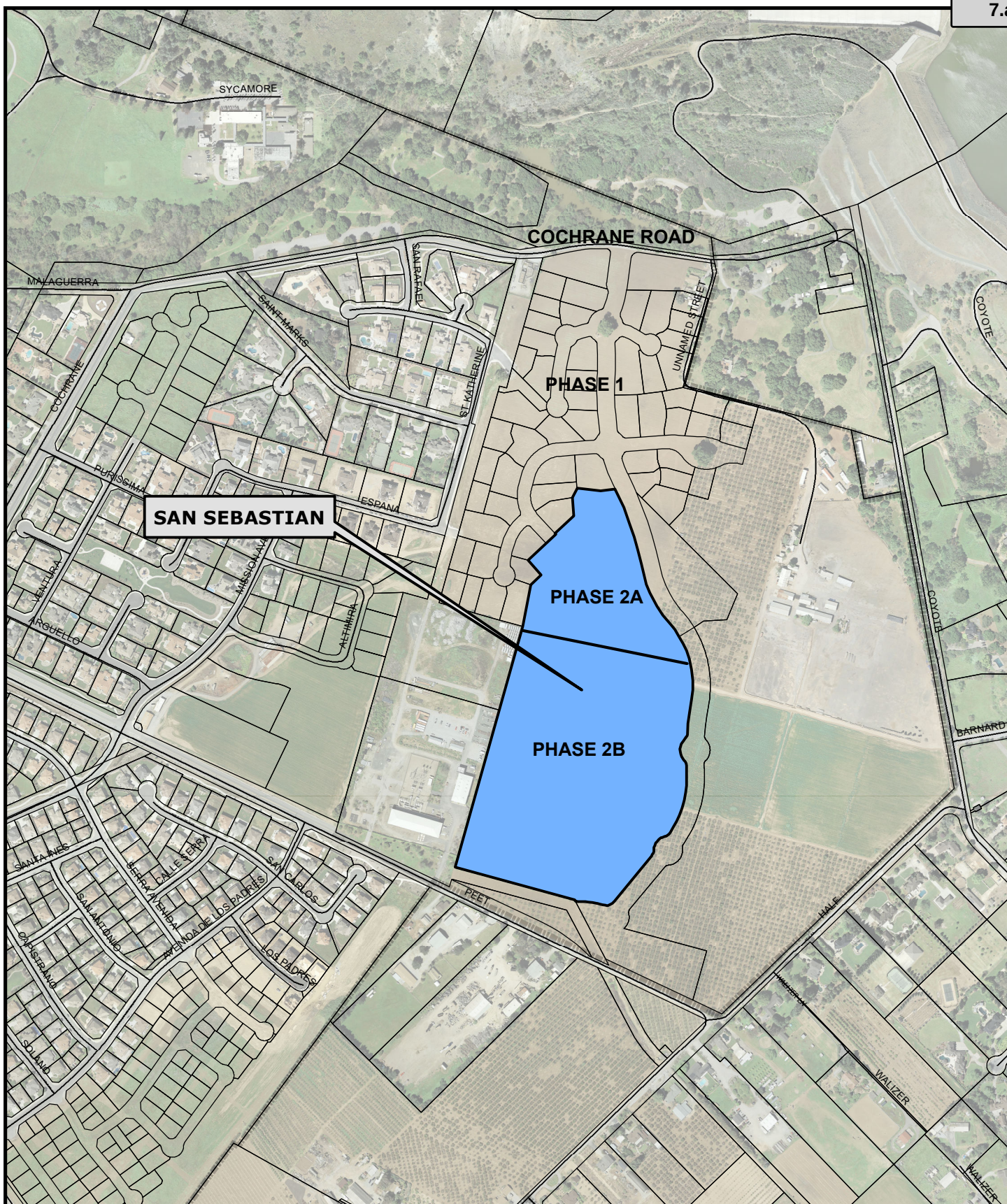
Development review costs for this project are paid for from development processing fees.

CEQA (California Environmental Quality Act):

An Environment Impact Report was adopted by the City Council on January 23, 2013.

LINKS/ATTACHMENTS:

1. Site Map
2. Final Map
3. Subdivision Improvements Agreement
4. Stormwater BMP Operation and Maintenance Agreement



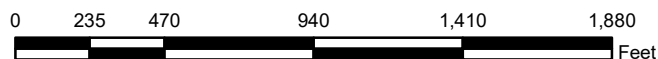
Attachment: Site Map [Revision 1] (1773 : FINAL MAP APPROVAL OF SAN SEBASTIAN PHASE 2A - TRACT NO. 10451)



CITY OF MORGAN HILL
Department of Public Works
Engineering and Utilities Division

G:\R-14\Proj\GIS\Charlie\SanSebastian_LargePcl.mxd

SITE MAP
San Sebastian Phase 2



OWNERS’ STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY SHOWN ON THE SUBDIVISION WITHIN THE DISTINCTIVE SYMBOL LINE OF THIS MAP ENTITLED "TRACT 10451, SAN SEBASTIAN PHASE 2A", CONSISTING OF SIX (6) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD, AND DO CONSENT TO THE MAKING AND FILING OF SAID MAP; AND THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBE ALL PARCELS OF LAND DEDICATED FOR PUBLIC PURPOSES BY THEIR BOUNDARY, COURSES, AND EXTENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR ANY AND ALL PUBLIC SERVICE FACILITIES INCLUDING, BUT NOT LIMITED TO SIDEWALKS, POLES, WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE, TELEVISION, GAS, STORM, SANITARY AND WATER SERVICES, AND ALL APPURTENANCES THERETO UNDER, UPON, OR OVER THE LAND DESIGNATED AS "PUBLIC SERVICE EASEMENT" (PSE).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR ACCESS OF EMERGENCY VEHICLES, OVER, ON AND ACROSS THOSE CERTAIN AREAS DESIGNATED AS "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR NON-VEHICULAR PUBLIC ACCESS OVER THOSE CERTAIN AREAS DESIGNATED AS "PUBLIC ACCESS EASEMENT" (PAE).

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF THE LOTS AND PARCELS WITHIN THE "SAN SEBASTIAN" SUBDIVISIONS, EASEMENTS OVER THOSE CERTAIN AREAS DESIGNATED AS "INGRESS AND EGRESS EASEMENT" (IEE) FOR RECIPROCAL RIGHTS OF INGRESS AND EGRESS.

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF THE LOTS AND PARCELS WITHIN THE "SAN SEBASTIAN" SUBDIVISIONS, EASEMENTS OVER, UNDER, OR UPON THOSE CERTAIN AREAS DESIGNATED AS "PRIVATE STORM DRAIN EASEMENT" (PSDE) FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE STORM WATER MANAGEMENT FACILITIES. SAID EASEMENTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION CREATED FOR THE "SAN SEBASTIAN" SUBDIVISIONS.

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF THE LOTS AND PARCELS WITHIN THE "SAN SEBASTIAN" SUBDIVISIONS, EASEMENTS OVER, UNDER, OR UPON THOSE CERTAIN AREAS DESIGNATED AS "PRIVATE SANITARY SEWER EASEMENT" (PSSE) FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE SANITARY SEWER FACILITIES. SAID EASEMENT SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION CREATED FOR THE "SAN SEBASTIAN" SUBDIVISIONS.

WE HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF THE LOTS AND PARCELS WITHIN THE "SAN SEBASTIAN" SUBDIVISIONS, THEIR LICENSEES, VISITORS, AND TENANTS, FOR THE PURPOSES OF INGRESS, EGRESS, PARKING (WHERE DESIGNATED) AND FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE UTILITIES UNDER, UPON AND OVER THE PRIVATE STREETS SHOWN AS "VIA ORISTA" ("PARCEL A"), "CORTE CATALINA" ("PARCEL B"), AND "CORTE ANACAPI" ("PARCEL C"). SAID PARCELS SHALL BE CONVEYED TO, AND MAINTAINED BY, THE HOMEOWNERS ASSOCIATION CREATED FOR THE "SAN SEBASTIAN" SUBDIVISIONS, AS STATED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS.

ALL OF THE STREETS AND EASEMENTS DESCRIBED HEREIN SHALL BE KEPT FREE OF BUILDINGS, EXCEPT LAWFUL UNSUPPORTED ROOF OVERHANGS, AND OBSTRUCTIONS THAT DO NOT IMPAIR THE USE OF, OR ARE CONSISTENT WITH THE PURPOSE OF THE STREET OR EASEMENT.

THE OFFERS OF DEDICATION DESCRIBED HEREIN TO THE CITY OF MORGAN HILL ARE TO BE ACCEPTED ONLY WHEN THE CITY COUNCIL OF THE CITY OF MORGAN HILL OR ITS SUCCESSOR AGENCY ADOPTS AND RECORDS IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY A RESOLUTION ACCEPTING SAID STREETS OR EASEMENTS. UNTIL SAID RESOLUTION(S) ARE RECORDED, ALL STREETS AND EASEMENTS ENCOMPASSED WITHIN SUCH OFFERS OF DEDICATION SHALL BE MAINTAINED BY THE DEVELOPER DURING ANY REQUIRED WARRANTY PERIOD AND THEREAFTER BY THE OWNER(S) OF THE LOTS OR PARCELS IN THE SUBDIVISION. THE CITY OF MORGAN HILL SHALL NOT BE RESPONSIBLE FOR MAINTENANCE AND SHALL INCUR NO LIABILITY WITH RESPECT TO SUCH OFFERED STREETS AND EASEMENTS OR ANY IMPROVEMENT THEREON. ALL DEDICATED RIGHTS-OF-WAY AND EASEMENTS NOT ACCEPTED FOR MAINTENANCE BY THE CITY OR OTHER PUBLIC AGENCY SHALL BE MAINTAINED BY THE OWNER(S) OF THE LOTS OR PARCELS IN THE SUBDIVISION.

OWNER: TOLL CA XX, L.P., A CALIFORNIA LIMITED PARTNERSHIP

BY: TOLL WEST COAST LLC,
A DELAWARE LIMITED LIABILITY COMPANY
GENERAL PARTNER

BY: _____

NAME: _____

TITLE: _____

OWNER ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ }ss.
ON _____, 2018, BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

NOTARY’S SIGNATURE: _____
NAME OF NOTARY (PLEASE PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

SURVEYOR’S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, AT THE REQUEST OF TOLL CA XX, L.P., A CALIFORNIA LIMITED PARTNERSHIP. IT IS BASED UPON A FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION COMPLETED FEBRUARY 22, 2013, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AND IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE MAY 2020, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRYAN PIERCE, PLS 8859 DATE _____
EXPIRES: 12-31-2019

CITY SURVEYOR’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 10451, SAN SEBASTIAN PHASE 2A", AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____

JOHN K. KING
ACTING CITY SURVEYOR
P.L.S. NO. 6809



NOTES

- 1.) THE DISTINCTIVE SYMBOL LINE INDICATES THE BOUNDARIES OF THE LAND SUBDIVIDED BY THIS FINAL MAP.
- 2.) THE AREA WITHIN THE DISTINCTIVE SYMBOL LINE IS 7.40 ACRES, MORE OR LESS.
- 3.) ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- 4.) THE PROPERTY OWNER IS PROVIDING CONSTRUCTIVE NOTICE HEREON THAT EACH LOT IS SUBJECT TO THE REQUIREMENTS OF A DEVELOPMENT AGREEMENT, AND THAT COMMITMENTS UNDER THE AGREEMENT, WHICH THE CITY HAS PERMITTED THE PROPERTY OWNER TO DELAY, MUST BE FULFILLED BY THE SUBSEQUENT PROPERTY OWNER(S).
- 5.) A GEOTECHNICAL INVESTIGATION REPORT WAS PREPARED BY ENGEQ, INC. JOB NO. 9301.000.000 AND IS ON FILE WITH THE CITY OF MORGAN HILL.

CITY ENGINEER’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 10451, SAN SEBASTIAN PHASE 2A" THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____



SCOTT C. GREER
CITY ENGINEER
CITY OF MORGAN HILL, CALIFORNIA
R.C.E. NO. 58879

STATEMENT OF THE PLANNING COMMISSION

I HEREBY STATE THAT THE TENTATIVE MAP FOR THE WITHIN FINAL MAP SHOWN HERERON WAS CONDITIONALLY APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL ON FEBRUARY 12, 2013 , BY RESOLUTION NUMBER 13-12, APPLICATION NUMBER SD-09-07.

DATE: _____

JENNIFER CARMAN
SECRETARY
CITY OF MORGAN HILL, CALIFORNIA

STATEMENT OF THE CITY CLERK

I HEREBY STATE THAT THIS MAP, DESIGNATED AS "TRACT 10451, SAN SEBASTIAN PHASE 2A", CONSISTING OF SIX (6) SHEETS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORGAN HILL AT A MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 2018; AND THAT SAID COUNCIL DID ACCEPT, SUBJECT TO THEIR IMPROVEMENT IN ACCORDANCE WITH CITY STANDARDS, ON BEHALF OF THE PUBLIC, THE DEDICATION OF THE "PUBLIC SERVICE EASEMENT" (PSE), THE "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE), AND THE "PUBLIC ACCESS EASEMENT" (PAE), FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE DEDICATION, AS SHOWN ON THIS MAP.

DATE: _____

IRMA TORREZ – CITY CLERK
OF THE CITY OF MORGAN HILL, CALIFORNIA

RECORDER’S STATEMENT

FILE NO. _____ FEE \$ _____ PAID. ACCEPTED FOR RECORD AND FILED IN BOOK _____ OF MAPS AT PAGES _____, SANTA CLARA COUNTY RECORDS, THIS _____ DAY OF _____, 20__ AT _____ M., AT THE REQUEST OF CHICAGO TITLE COMPANY.

REGINA ALCOMENDRAS, RECORDER
SANTA CLARA COUNTY, CALIFORNIA BY _____ DEPUTY

TRACT 10451
SAN SEBASTIAN PHASE 2A

CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

A SUBDIVISION OF "PARCEL 2", AS SHOWN ON THE PARCEL MAP ENTITLED "PARCEL MAP, SAN SEBASTIAN" FILED MAY 23, 2014 IN BOOK 872 OF MAPS, AT PAGES 16 THROUGH 23, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
MAY 2018

JOB #092030

SHEET 1 OF 6 SHEETS

Attachment: Final Map (1773 : FINAL MAP APPROVAL OF SAN SEBASTIAN PHASE 2A - TRACT NO. 10451)

LEGEND

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
- EXISTING LOT LINE
- NEW LOT LINE
- MONUMENT LINE/ CENTERLINE
- NEW EASEMENT LINE
- EXISTING EASEMENT LINE
- REMAINDER
- TIE LINE
- SET BRASS DISK IN MONUMENT WELL WITH TAG PLS 8859
- SET IRON PIPE WITH TAG PLS 8859
- PSE PUBLIC SERVICE EASEMENT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PAE PUBLIC ACCESS EASEMENT
- IEE INGRESS AND EGRESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PSSE PRIVATE SANITARY SEWER EASEMENT
- PG&E PACIFIC GAS AND ELECTRIC COMPANY
- (M-M) MONUMENT TO MONUMENT
- (T) TOTAL DIMENSION
- (R) RADIAL BEARING
- () RECORD DATA

EASEMENT NOTES:

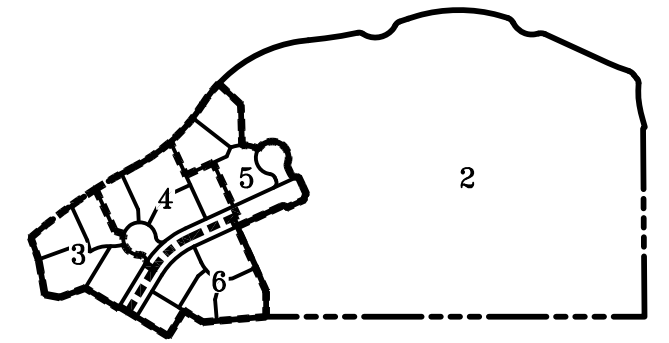
- THE EASEMENTS DESCRIBED IN THE EASEMENT AND INFRASTRUCTURE IMPROVEMENT AGREEMENT RECORDED JULY 27, 2016 AS DOCUMENT NO. 23382281, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, CANNOT BE PLOTTED AND ARE THEREFORE NOT SHOWN.
- THE EASEMENTS DESCRIBED IN THE EASEMENT AGREEMENT RECORDED JULY 27, 2016 AS DOCUMENT NO. 23382280, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, CANNOT BE PLOTTED AND ARE THEREFORE NOT SHOWN.
- THE PROPERTY MAY BE SUBJECT TO THE TERMS OF THE EASEMENT AGREEMENT AND QUITCLAIM OF ORIGINAL EASEMENTS RECORDED MAY 16, 2014 AS DOCUMENT NO. 22597658, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, THE WATERLINE EASEMENT DESCRIBED THEREIN ARE NOT A PART OF THIS SUBDIVISION AND IS THEREFORE NOT SHOWN.

NOTES:

- ALL MONUMENT TIES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.
- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- SEE THE MAP ENTITLED "PARCEL MAP, SAN SEBASTIAN" FILED MAY 23, 2014 IN BOOK 872 OF MAPS, AT PAGES 16 THROUGH 23, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, FOR ADDITIONAL MONUMENT LOCATIONS.

REFERENCES:

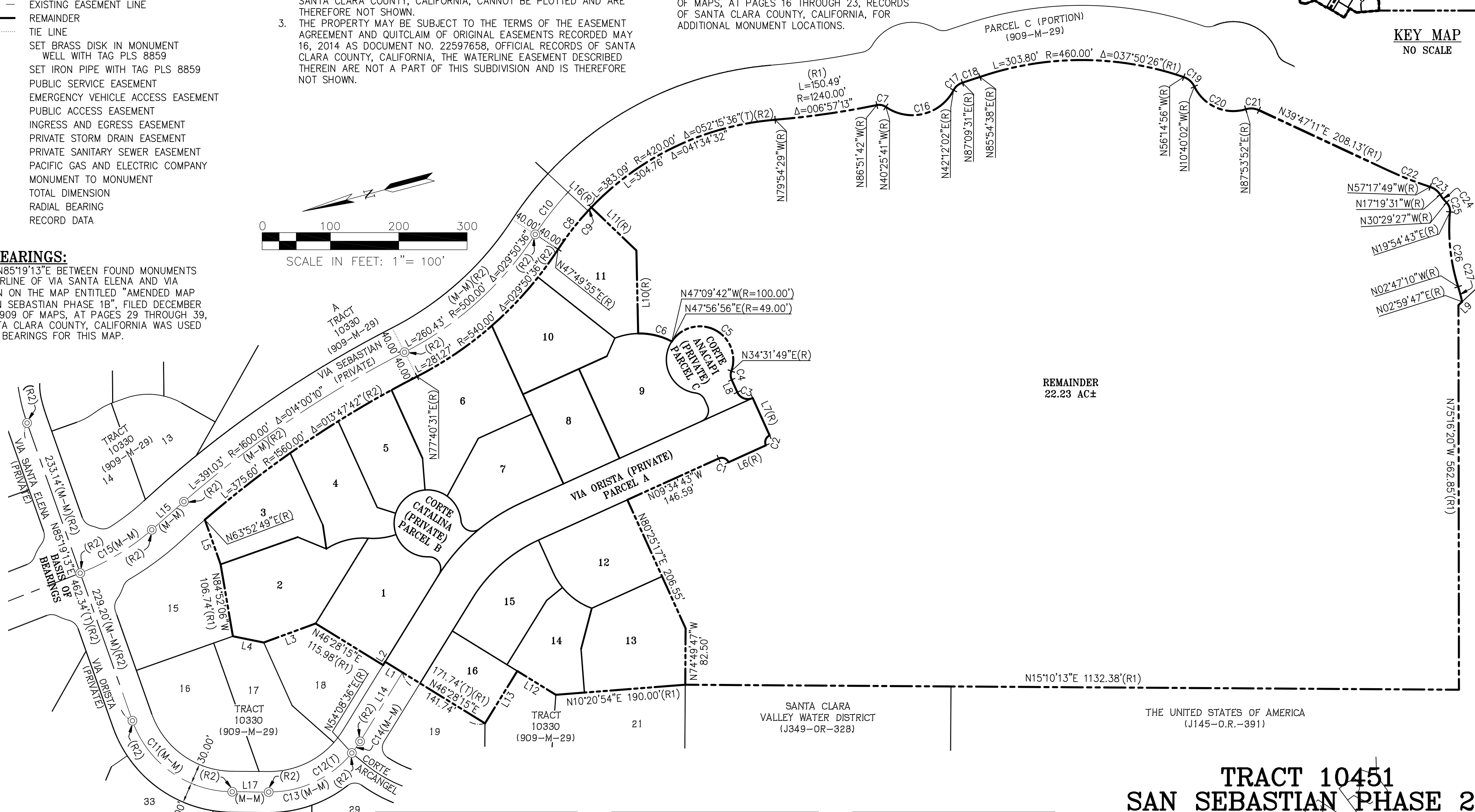
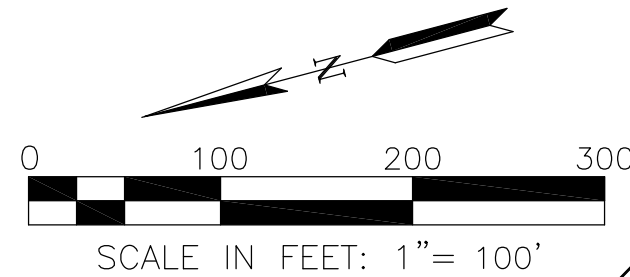
- (R1) PARCEL MAP - 872-M-16
- (R2) AMENDED MAP, TRACT 10330 - 909-M-29



KEY MAP
NO SCALE

BASIS OF BEARINGS:

THE BEARING OF N85°19'13"E BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF VIA SANTA ELENA AND VIA ORISTA, AS SHOWN ON THE MAP ENTITLED "AMENDED MAP TRACT 10330, SAN SEBASTIAN PHASE 1B", FILED DECEMBER 8, 2017 IN BOOK 909 OF MAPS, AT PAGES 29 THROUGH 39, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.



LINE TABLE		
LINE	BEARING	DIST
L1	N46°28'15"E	30.00'
L2	N43°31'45"W	5.77'
L3	N05°17'38"W	80.87'
L4	N26°14'31"E	46.10'
L5	N85°19'13"E	69.28'
L6	S09°34'43"E	60.00'
L7	N80°25'17"E	60.00'
L8	N80°25'17"E	19.99'
L9	S28°16'20"E	7.30'

LINE TABLE		
LINE	BEARING	DIST
L10	N76°26'23"W	121.51'
L11	N58°30'59"E	91.32'
L12	N46°28'15"E	66.25'
L13	N43°31'45"W	90.00'
L14	S43°31'45"E	118.44'
L15	N26°19'39"W	62.51'
L16	N57°34'13"E	40.00'
L17	N15°10'18"E	53.39'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	17.28'	11.00'	090°00'00"
C2	17.28'	11.00'	090°00'00"
C3	26.70'	17.00'	090°00'00"
C4	13.09'	17.00'	044°06'32"
C5	142.46'	49.00'	166°34'53"
C6	51.10'	100.00'	029°16'40"
C7	13.78'	17.00'	046°26'01"
C8	71.39'	420.00'	009°44'18"
C9	6.93'	420.00'	000°56'46"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C10	78.18'	460.00'	009°44'18"
C11	190.99'	156.00'	070°08'54"
C12	159.83'	156.00'	058°42'03"
C13	138.94'	156.00'	051°01'42"
C14	20.89'	156.00'	007°40'21"
C15	123.08'	355.00'	019°51'52"
C16	115.56'	68.00'	097°22'17"
C17	17.26'	22.00'	044°57'29"
C18	27.01'	1240.00'	001°14'53"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C19	21.48'	27.00'	045°34'53"
C20	89.54'	63.00'	081°26'06"
C21	19.74'	27.00'	041°53'19"
C22	66.76'	540.00'	007°05'00"
C23	18.84'	27.00'	039°58'18"
C24	14.94'	65.00'	013°09'56"
C25	14.95'	17.00'	050°24'10"
C26	110.92'	280.00'	022°41'53"
C27	22.81'	226.00'	005°46'57"

TRACT 10451
SAN SEBASTIAN PHASE 2A

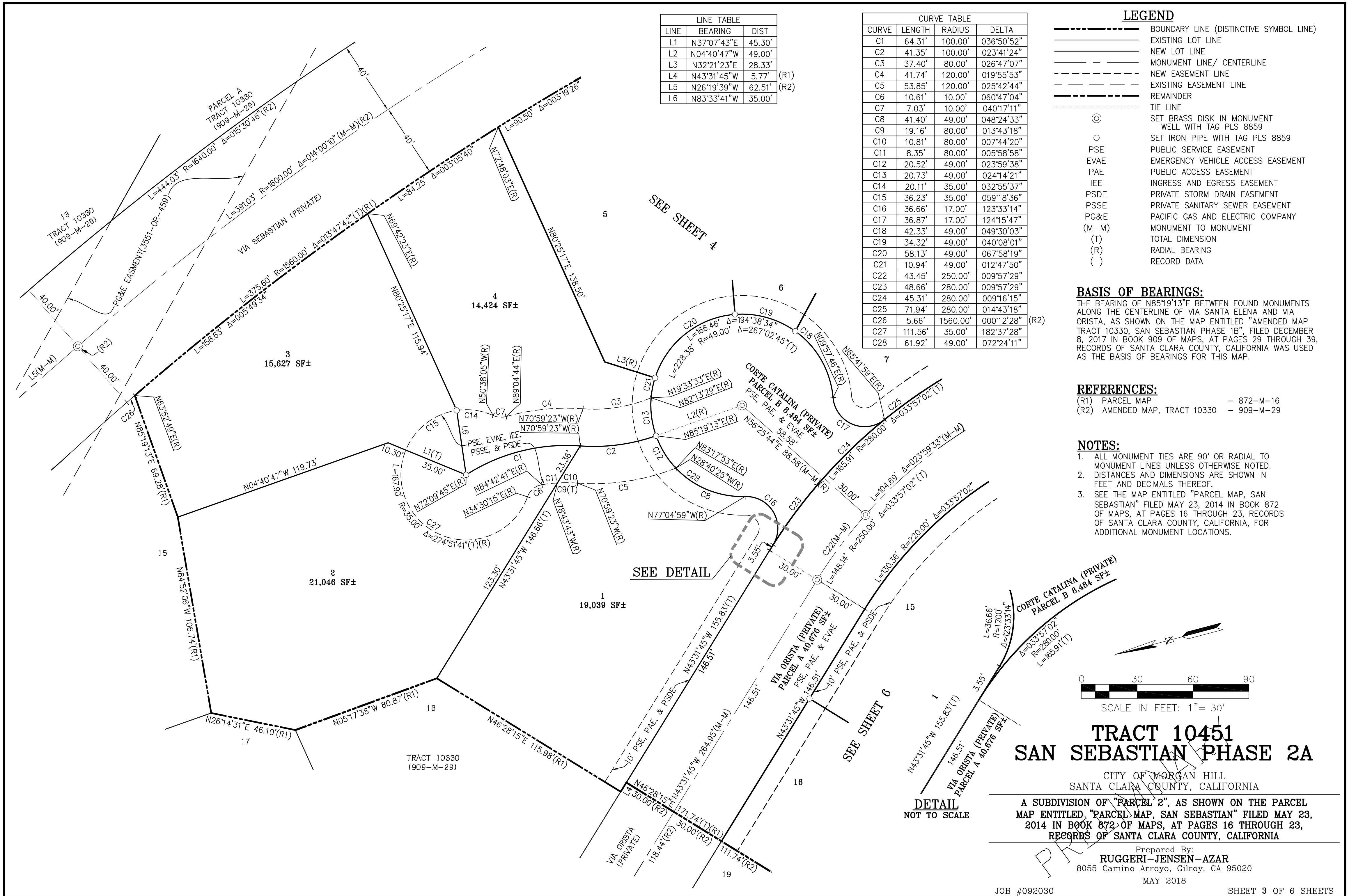
CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

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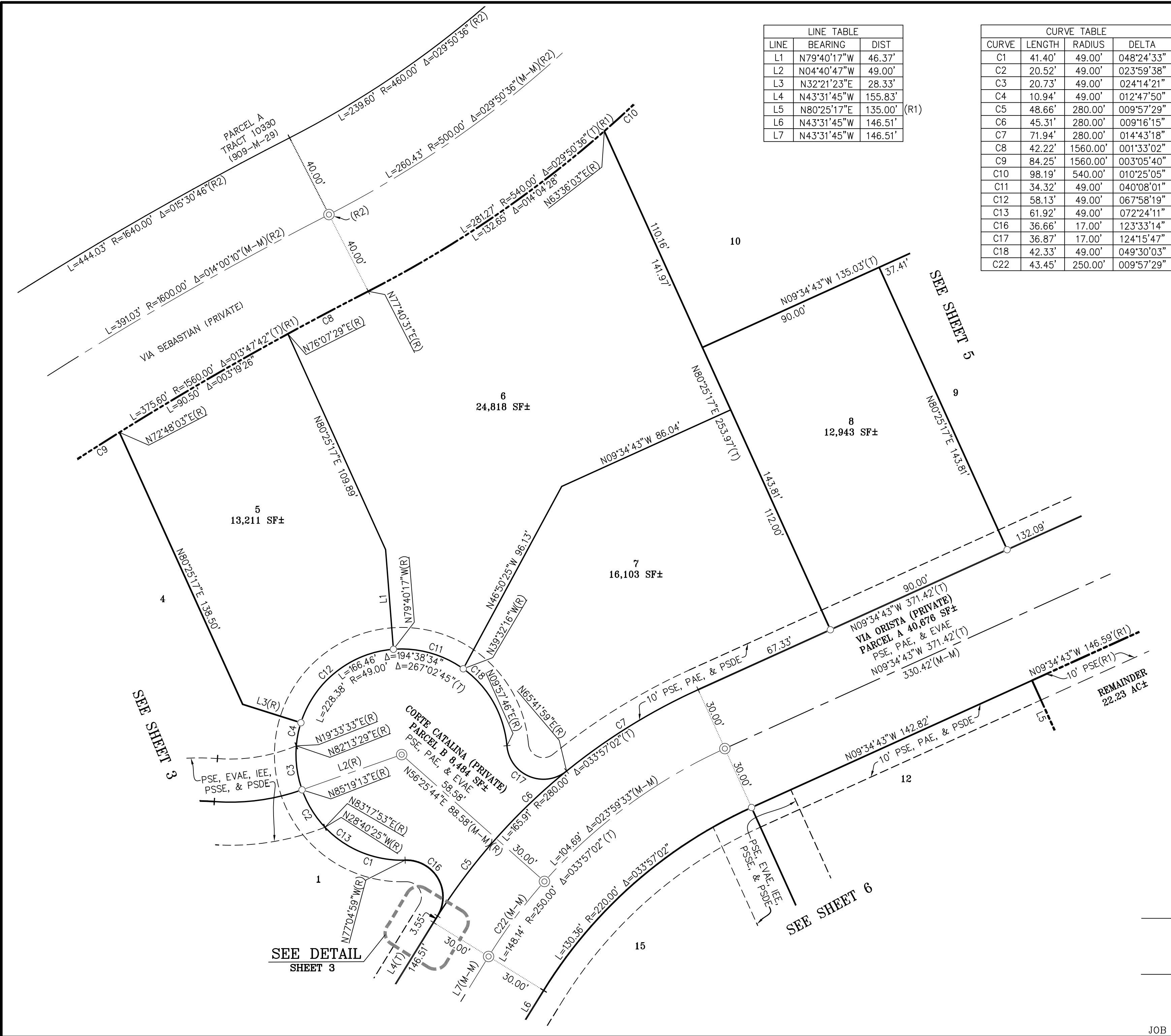
Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
MAY 2018

JOB #092030

SHEET 2 OF 6 SHEETS



Attachment: Final Map (1773 : FINAL MAP APPROVAL OF SAN SEBASTIAN PHASE 2A - TRACT NO. 10451)



LINE TABLE		
LINE	BEARING	DIST
L1	N79°40'17"W	46.37'
L2	N04°40'47"W	49.00'
L3	N32°21'23"E	28.33'
L4	N43°31'45"W	155.83'
L5	N80°25'17"E	135.00' (R1)
L6	N43°31'45"W	146.51'
L7	N43°31'45"W	146.51'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	41.40'	49.00'	048°24'33"
C2	20.52'	49.00'	023°59'38"
C3	20.73'	49.00'	024°14'21"
C4	10.94'	49.00'	012°47'50"
C5	48.66'	280.00'	009°57'29"
C6	45.31'	280.00'	009°16'15"
C7	71.94'	280.00'	014°43'18"
C8	42.22'	1560.00'	001°33'02"
C9	84.25'	1560.00'	003°05'40"
C10	98.19'	540.00'	010°25'05"
C11	34.32'	49.00'	040°08'01"
C12	58.13'	49.00'	067°58'19"
C13	61.92'	49.00'	072°24'11"
C16	36.66'	17.00'	123°33'14"
C17	36.87'	17.00'	124°15'47"
C18	42.33'	49.00'	049°30'03"
C22	43.45'	250.00'	009°57'29"

LEGEND

----- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)

----- EXISTING LOT LINE

----- NEW LOT LINE

----- MONUMENT LINE/ CENTERLINE

----- NEW EASEMENT LINE

----- EXISTING EASEMENT LINE

----- REMAINDER

----- TIE LINE

⊙ SET BRASS DISK IN MONUMENT WELL WITH TAG PLS 8859

○ SET IRON PIPE WITH TAG PLS 8859

PSE PUBLIC SERVICE EASEMENT

EVAE EMERGENCY VEHICLE ACCESS EASEMENT

PAE PUBLIC ACCESS EASEMENT

IEE INGRESS AND EGRESS EASEMENT

PSDE PRIVATE STORM DRAIN EASEMENT

PSSE PRIVATE SANITARY SEWER EASEMENT

PG&E PACIFIC GAS AND ELECTRIC COMPANY

(M-M) MONUMENT TO MONUMENT

(T) TOTAL DIMENSION

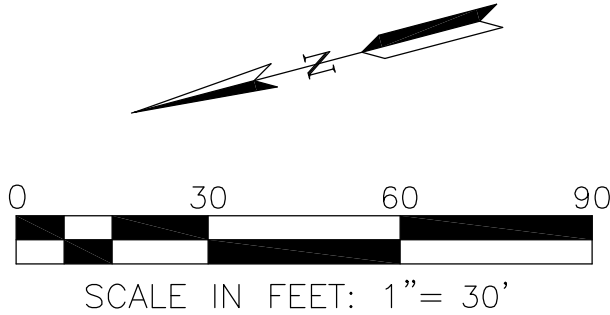
(R) RADIAL BEARING

() RECORD DATA

BASIS OF BEARINGS:
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REFERENCES:
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(R2) AMENDED MAP, TRACT 10330 - 909-M-29

- NOTES:**
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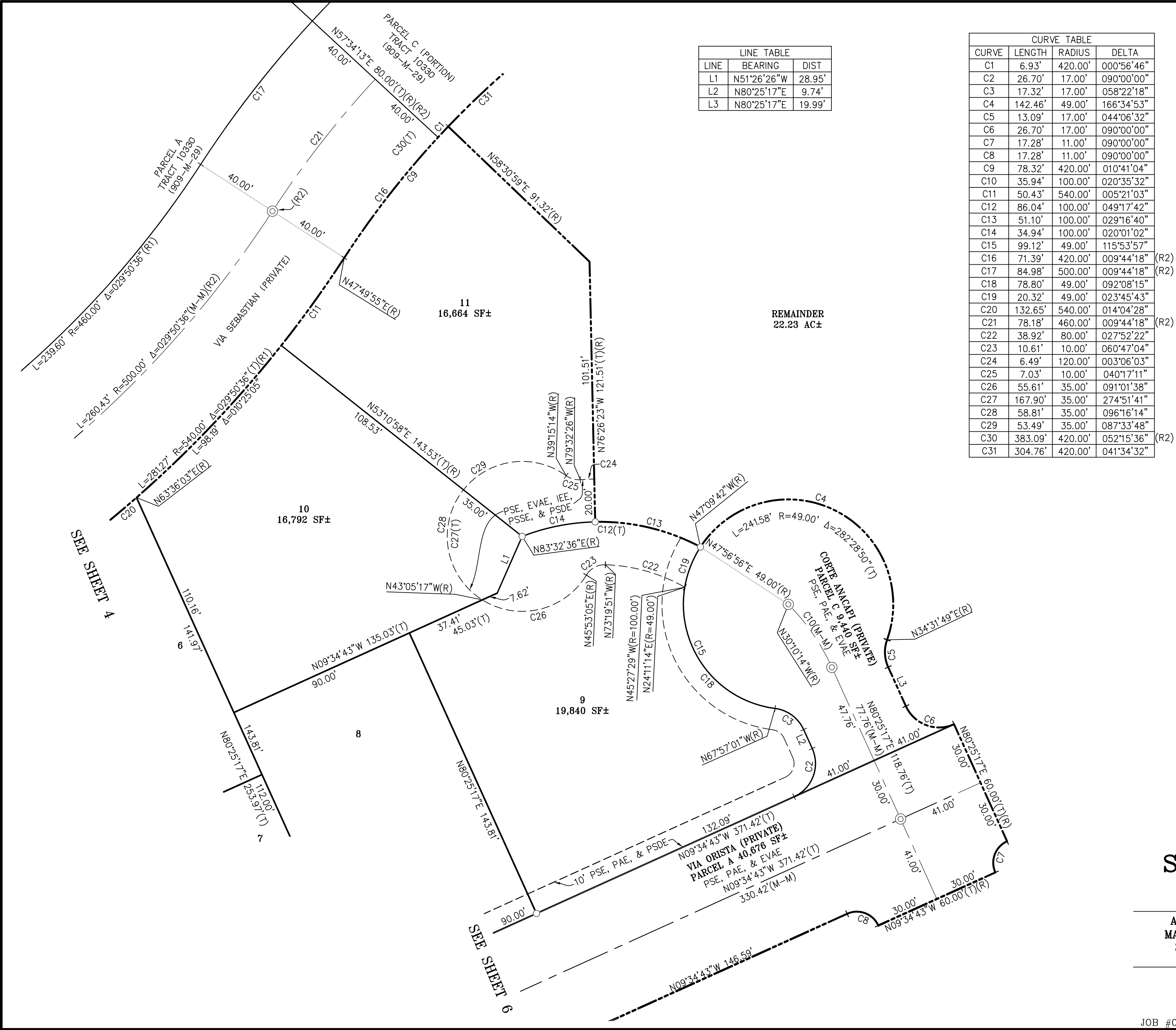
**TRACT 10451
SAN SEBASTIAN PHASE 2A**

CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

A SUBDIVISION OF "PARCEL 2", AS SHOWN ON THE PARCEL MAP ENTITLED "PARCEL MAP, SAN SEBASTIAN" FILED MAY 23, 2014 IN BOOK 872 OF MAPS, AT PAGES 16 THROUGH 23, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
MAY 2018

Attachment: Final Map (1773 : FINAL MAP APPROVAL OF SAN SEBASTIAN PHASE 2A - TRACT NO. 10451)



LINE TABLE		
LINE	BEARING	DIST
L1	N51°26'26"W	28.95'
L2	N80°25'17"E	9.74'
L3	N80°25'17"E	19.99'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	6.93'	420.00'	000°56'46"
C2	26.70'	17.00'	090°00'00"
C3	17.32'	17.00'	058°22'18"
C4	142.46'	49.00'	166°34'53"
C5	13.09'	17.00'	044°06'32"
C6	26.70'	17.00'	090°00'00"
C7	17.28'	11.00'	090°00'00"
C8	17.28'	11.00'	090°00'00"
C9	78.32'	420.00'	010°41'04"
C10	35.94'	100.00'	020°35'32"
C11	50.43'	540.00'	005°21'03"
C12	86.04'	100.00'	049°17'42"
C13	51.10'	100.00'	029°16'40"
C14	34.94'	100.00'	020°01'02"
C15	99.12'	49.00'	115°53'57"
C16	71.39'	420.00'	009°44'18"
C17	84.98'	500.00'	009°44'18"
C18	78.80'	49.00'	092°08'15"
C19	20.32'	49.00'	023°45'43"
C20	132.65'	540.00'	014°04'28"
C21	78.18'	460.00'	009°44'18"
C22	38.92'	80.00'	027°52'22"
C23	10.61'	10.00'	060°47'04"
C24	6.49'	120.00'	003°06'03"
C25	7.03'	10.00'	040°17'11"
C26	55.61'	35.00'	091°01'38"
C27	167.90'	35.00'	274°51'41"
C28	58.81'	35.00'	096°16'14"
C29	53.49'	35.00'	087°33'48"
C30	383.09'	420.00'	052°15'36"
C31	304.76'	420.00'	041°34'32"

LEGEND

----- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)

----- EXISTING LOT LINE

----- NEW LOT LINE

----- MONUMENT LINE/ CENTERLINE

----- NEW EASEMENT LINE

----- EXISTING EASEMENT LINE

----- REMAINDER

----- TIE LINE

⊙ SET BRASS DISK IN MONUMENT WELL WITH TAG PLS 8859

○ SET IRON PIPE WITH TAG PLS 8859

PSE PUBLIC SERVICE EASEMENT

EVAE EMERGENCY VEHICLE ACCESS EASEMENT

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IEE INGRESS AND EGRESS EASEMENT

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PSSE PRIVATE SANITARY SEWER EASEMENT

PG&E PACIFIC GAS AND ELECTRIC COMPANY

(M-M) MONUMENT TO MONUMENT

(T) TOTAL DIMENSION

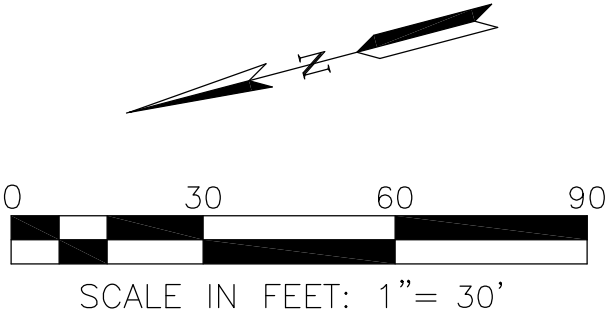
(R) RADIAL BEARING

() RECORD DATA

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**TRACT 10451
SAN SEBASTIAN PHASE 2A**

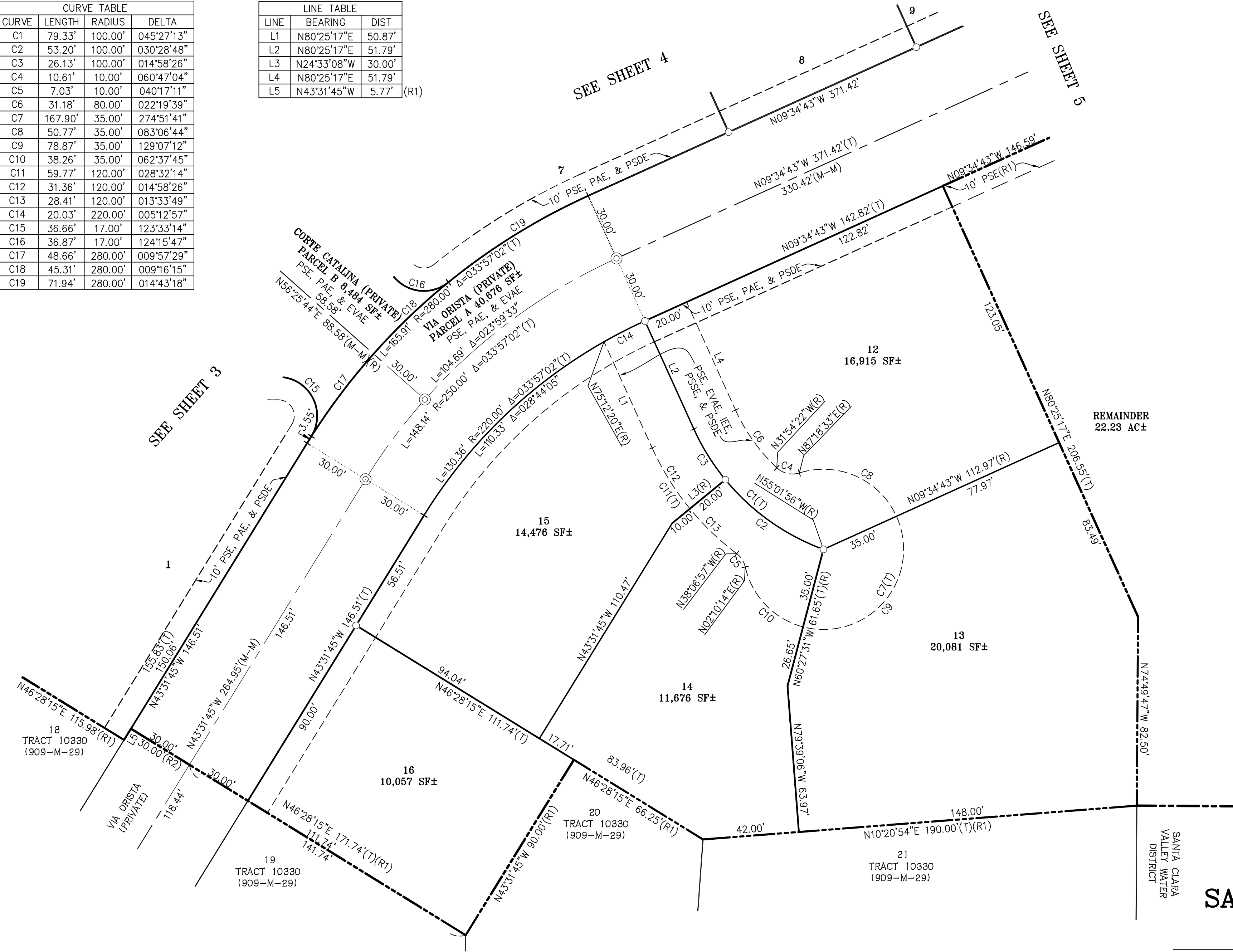
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MAY 2018

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	79.33'	100.00'	045°27'13"
C2	53.20'	100.00'	030°28'48"
C3	26.13'	100.00'	014°58'26"
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C5	7.03'	10.00'	040°17'11"
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C13	28.41'	120.00'	013°33'49"
C14	20.03'	220.00'	005°12'57"
C15	36.66'	17.00'	123°33'14"
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C17	48.66'	280.00'	009°57'29"
C18	45.31'	280.00'	009°16'15"
C19	71.94'	280.00'	014°43'18"

LINE TABLE		
LINE	BEARING	DIST
L1	N80°25'17"E	50.87'
L2	N80°25'17"E	51.79'
L3	N24°33'08"W	30.00'
L4	N80°25'17"E	51.79'
L5	N43°31'45"W	5.77' (R1)



LEGEND

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
- EXISTING LOT LINE
- NEW LOT LINE
- MONUMENT LINE/ CENTERLINE
- NEW EASEMENT LINE
- EXISTING EASEMENT LINE
- REMAINDER
- TIE LINE
- SET BRASS DISK IN MONUMENT WELL WITH TAG PLS 8859
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- PG&E PACIFIC GAS AND ELECTRIC COMPANY
- (M-M) MONUMENT TO MONUMENT
- (T) TOTAL DIMENSION
- (R) RADIAL BEARING
- () RECORD DATA

BASIS OF BEARINGS:

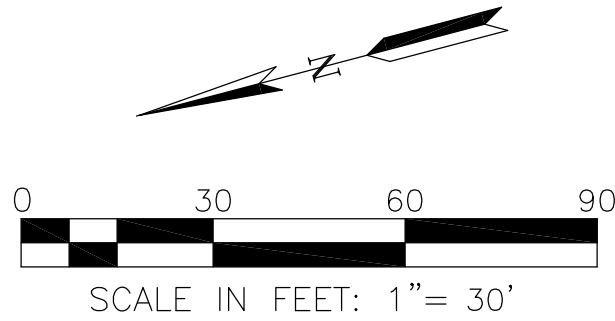
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TRACT 10451
SAN SEBASTIAN PHASE 2A

CITY OF MORGAN HILL
SANTA CLARA COUNTY, CALIFORNIA

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Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
MAY 2018

JOB #092030

SHEET 6 OF 6 SHEETS

Attachment: Final Map (1773 : FINAL MAP APPROVAL OF SAN SEBASTIAN PHASE 2A - TRACT NO. 10451)

RECORDING REQUESTED BY
WHEN RECORDED RETURN TO

CITY OF MORGAN HILL
City Clerk's Office
17575 PEAK AVENUE
MORGAN HILL, CA 95037

(RECORD AT NO FEE PURSUANT TO
GOVERNMENT CODE SECTION 27383)

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

SUBDIVISION IMPROVEMENTS AGREEMENT

TOLL CA XX, L.P.

SAN SEBASTIAN PHASE 2A – TRACT NO.10451

This Subdivision Improvements Agreement ("Agreement") between the City of Morgan Hill, a municipal corporation ("City"), and **Toll CA XX, L.P.**, a California limited partnership ("Subdivider"), is entered into this ____ day of _____, 2018. City and Subdivider hereby acknowledge the following:

1. Subdivider has filed a Tentative Subdivision Map and supporting documents for **Tract No. 10451**, the subdivision known as **San Sebastian Phase 2A** ("Map").
2. City desires, as part of the conditions of approval ("Conditions") of the Final Tract Map or Parcel Map ("Final Map"), that certain improvements be installed by Subdivider ("Improvements") as shown on the City Engineer approved and signed Subdivision Improvement Plans entitled "**Improvement Plans for San Sebastian Phase 2A, Tract No. 10451**" ("Plans").
3. Subdivider has been unable to complete, prior to filing of the Final Map, all of the improvements required by City to the satisfaction of the City Engineer.
4. Subdivider is required by the terms of the Morgan Hill Municipal Code ("Municipal Code"), to improve all streets, highways, or public areas which are part of the development, including but not limited to necessary paving, curbs, sidewalks, catch basins, water mains, culverts, storm drains, and sanitary sewers, in accordance with the plans and specifications on file with the City Engineer and to post certain securities to secure the completion of the Improvements.
5. To assure City that Subdivider will construct, install and complete all Improvements required for the Subdivision, the parties have entered into this Agreement.

Attachment: Subdivision Improvements Agreement (1773 : FINAL MAP APPROVAL OF SAN SEBASTIAN PHASE 2A - TRACT NO. 10451)

6. This Agreement is executed pursuant to California Government Code Section 66410, et seq., and Chapter 17.32 of the Municipal Code in order to provide for the manner in which Improvements shall be constructed and completed.

NOW, THEREFORE, and in consideration of the approval of the Final Map, and in order to ensure satisfactory performance by Subdivider of Subdivider's obligations under the Conditions, the Subdivision Map Act, and applicable ordinances of City, the parties hereto, for themselves, their successors, and assigns, hereby agree as follows:

Section 1. Incorporation by Reference

The Development Agreement between Subdivider and City, if applicable, Subdivider's Map application, the Conditions, the Map, all Plans as referenced in Section 2 below and all items submitted to the Planning Department, Planning Commission and City Council, all are incorporated herein by reference. In the event of any inconsistency between their representations in any incorporated documents and this Agreement, this Agreement shall govern.

Section 2. Construction of Improvements

(a) Subdivider shall construct to the approval of City, and as provided for in the Conditions, the Improvements as shown fully executed in the Plans entitled "**Improvement Plans for Borello Ranch Phase 2A, Tract No. 10451**".

(b) Acquire and dedicate, or pay the cost of acquisition by City, of all rights-of-way, easements, and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances.

(c) Survey Monumentation:

(1) Subdivider shall place survey monumentation as described on the Map.

(2) Subdivider shall replace or repair all survey monumentation that is destroyed or damaged as a result of Subdivider's activities. Any such repair or replacement shall be to the satisfaction and subject to the approval of City.

Section 3. Modification of Plans

Subdivider agrees that, if during the construction of the Improvements, it is determined by City that revisions to the Plans are necessary in the interest of the public, Subdivider will undertake such design and construction changes required by City. Said changes, if any, shall be confined to the premises owned by Subdivider.

Section 4. Security

(a) Pursuant to California Government Code Section 66499.3(a), and the Municipal Code, Subdivider shall, concurrently with the execution hereof, furnish a surety bond in an amount equal to at

least one hundred percent (100%) of the estimated construction cost of the Improvements as security guaranteeing the faithful performance of the Improvements and this Agreement ("Performance Bond").

Improvements and the City Engineer's Estimated Costs of Improvements as of **November 2017** are attached hereto as Exhibit "A".

The Performance Bond shall be in a form substantially the same as Exhibit "B".

(b) Pursuant to California Government Code Section 66499.3(b), Subdivider shall, concurrently with the execution hereof, furnish a surety bond in an amount equal to one hundred percent (100%) of the estimated construction cost of the Improvements (as listed in Section 4(a) above) as security guaranteeing the payment to the contractors, subcontractors and persons furnishing labor, materials, or equipment in connection with this Agreement ("Labor and Materials Bond"). The Labor and Materials Bond shall be in a form substantially the same as Exhibit "C".

(c) Subdivider shall, upon completion of the Improvements, furnish a surety bond in an amount equal to fifty percent (50%) of the estimated construction cost of the Improvements (as listed in Section 4(a) above) to secure the guarantee and warranty of the work for a period of one year following the completion and acceptance thereof by the City Council ("Warranty Period") against any defective work or labor performed, or defective materials furnished by Subdivider in connection with this Agreement ("Warranty Bond"). The Warranty Bond shall be in a form substantially the same as Exhibit "D".

(d) Pursuant to Government Code Section 66499.9, any liability upon the security given for faithful performance of any act or agreement shall be limited to:

(1) The performance of the work covered by the Agreement or the performance of the required act.

(2) The performance of any changes or alterations in such work; provided that all changes or alterations do not exceed ten percent of the original estimated cost of the Improvements.

(3) The guarantee and warranty of the work for a period of one year following completion and acceptance thereof, against any defective work or labor done or defective materials furnished in the performance of the Agreement or the performance of the act.

(4) Costs and reasonable expenses and fees, including reasonable attorneys' fees.

(e) The surety on each bond and the form thereof shall be satisfactory to City. The surety shall be furnished by a surety company authorized to write the same in the State of California and that is approved and accepted by the City's risk manager.

(f) Subdivider agrees to furnish any bonds required by the State or County for Improvements outside the City's jurisdiction.

(g) The release of any securities shall be governed by the provisions of Government Code Section 66499.7.

Section 5. Inspections

At least fifteen (15) calendar days prior to the commencement of any work hereunder, Subdivider shall notify City in writing of the fixed start date of construction so that City shall be able to provide inspection services. Subdivider shall at all times maintain proper facilities and provide safe access to all parts of the work site(s) for City inspections, including any workshops or plants where work related to the Improvements is being conducted.

Subdivider shall pay and reimburse City for all expenses incurred by City for inspecting and checking all work to be performed under the provisions of the Municipal Code or this Agreement. City Engineering plan checking and field improvement inspection costs are included in the Department of Public Works Fee Schedule which may be revised from time to time.

Section 6. Timing of Performance

Subdivider agrees to perform and complete all Improvements within eighteen (18) months from the date of the recording of the Final Map; provided however, the City Manager may extend the deadline for completion by not more than six (6) months at his reasonable discretion and determination that granting the extension will not be detrimental to the public welfare. No extension of this deadline for completion shall be made except upon the basis of a written application made by Subdivider stating fully the ground for the application and the facts relied upon for an extension.

It is further agreed by and between Subdivider and City that any extension granted shall in no way affect the validity of this Agreement or release the surety (ies) on any bond attached hereto or the financial institution guaranteeing the same. Subdivider further agrees to maintain the securities described in Section 4 above in full force and effect during the terms of this Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by City

Section 7. Work Performance and Warranty

(a) Subdivider shall construct, at Subdivider's own expense, all of the Improvements in a good and workmanlike manner, and furnish all required materials incident thereto, in accordance with the Plans and to the satisfaction of City, including any changes required by City which in City's opinion are necessary to complete the Improvements.

(b) All work shall be conducted and completed in accordance with the Plans and federal, state, Municipal Code, laws, ordinances, and regulations. For any Improvements partially completed prior to this Agreement, Subdivider agrees to complete the Improvements in accordance with this Agreement.

(c) Neither Subdivider, nor any of Subdivider's agents or contractors in connection with Subdivider's obligations under this Agreement are, or shall be considered to be, employees or agents of City.

(d) The work performance for the Improvements shall not be deemed complete until such time as such Improvements have been accepted for maintenance by the City Council.

(e) Subdivider warrants that: (1) it has investigated the work to be performed under this agreement, (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 Subdivider discover any conditions materially differing from those inherent in the Improvements or work or as represented by City, it shall immediately inform City and shall not proceed, except at Subdivider's risk, until written instructions are received from City.

(f) Subdivider guarantees and warrants the work required by this Agreement and agrees to remedy any defects in the Improvements or work arising from faulty or defective materials or construction occurring within one year after its acceptance. Following notice, Subdivider shall, without delay or cost to City, repair, replace, or construct any defective or unsatisfactory portion of the Improvements. City may, at its sole option, perform the repair or replacement itself if Subdivider or its surety has failed to commence repair within twenty (20) days after City has mailed written notice to Subdivider. In such event, Subdivider or its surety agrees to pay the cost of repair and replacement to City, plus fifteen percent (15%); and City may recover such costs as a lien against the Subdivision. City may proceed immediately to make repairs should an emergency arises.

Section 8. Acquisition and Dedication of Easements or Rights-of-Way

(a) No construction or installation of the Improvements shall be commenced before:

(1) The offer of dedication to City of appropriate rights-of-way, easements, or other interests in real property for the Improvements, which offer of dedication shall be irrevocable and remain open pursuant to California Government Code Section 66477.2, and authorization from the property owner to allow construction or installation of Improvements, or

(2) The dedication to, and acceptance by, City of appropriate rights-of-way, easements, or other interests in real property, as determined by the City Engineer, or

(3) The issuance by a court of competent jurisdiction pursuant to state Eminent Domain Law of an order of possession.

(b) Except as otherwise provided by this Agreement, City rejects all lands, rights-of-way, and easements offered for dedication on the Final Map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by City in its sole discretion at any later date without further notice to Subdivider as provided by law. By way of explanation only, it is the current intention of City to accept all or part of the irrevocable offers to dedicate upon acceptance of the Improvements called for in this Agreement.

(c) Nothing in this Section 8 shall be construed as authorizing or granting an extension of time to Subdivider.

Section 9. Indemnity

Subdivider hereby agrees to save harmless and indemnify, including, without limitation, City's defense costs (including reasonable attorney's fees), from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of any injuries or damages sustained by any person or property resulting or arising, or alleged to have resulted or arisen, from Subdivider or Subdivider's contractors, subcontractors, agents, or employees activities, omissions or operations pursuant to this

Agreement. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, Subdivider will defend City, (at City's request and with counsel satisfactory to City) and will indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise.

Subdivider shall defend, indemnify, and hold harmless the City and its elective and appointive boards, officials, officers, agents, employees and volunteers from any claim, action, or proceeding to review, set aside, void, or annul an approval of the City concerning the Map and acts made in respect thereof, provided any such action is brought within the time period provided for in California Government Code Section 66499.37.

City shall promptly notify Subdivider of any claim, action, or proceeding, and cooperate fully in the defense of any claim, action, or proceeding.

It is expressly understood and agreed that this Subsection (a) will survive termination of this Agreement.

Section 10. Insurance

Concurrent with the execution of this Agreement, Subdivider is required to 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 Subdivider and its Subcontractors relating to or arising from the performance of work associated with the Improvements, and must remain in full force and effect at all times during the period covered by the Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by the City. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by City. If the Subdivider will utilize the services of a General Contractor to perform all of the work associated with the Improvements, then Subdivider may opt to have all coverages provided by Subdivider's General Contractor, provided that a written contract is executed between Subdivider and the General Contractor whereby the written contract specifically required General Contractor to fulfill all of the City insurance requirements as outlined in this Agreement, including all endorsements in favor of the City. Verification of the written contract must be provided to City upon request. If Subdivider fails to provide any of the required coverage in full compliance with the requirements outlined in this Agreement City shall issue a stop work order, or terminate the Agreement for default. Subdivider further understands that the City reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to Subdivider, at any time as deemed necessary to protect the interests of the City.

(a) **Policies and Limits.** The following insurance policies and limits are required for this Agreement:

- (1) **Commercial General Liability Insurance ("CGL"):** Subdivider shall maintain CGL and shall include coverage for liability arising from Subdivider's or its Subcontractor's acts or omissions in the performance of work associated with the Improvements against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) five million dollars (\$5,000,000.00) combined single limit each occurrence and either a general aggregate limit of ten million dollars (\$10,000,000.00) or a general aggregate limit of five million dollars (\$5,000,000) as applied on a "per project"

or “per location” basis, or (ii) the maximum amount of such insurance available to Subdivider under Subdivider’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater. Further, if CGL coverage is being provided by Subdivider’s General Contractor pursuant to Section 10, General Contractor may elect to insure the CGL exposures under an “Owners and Contractors Protective Liability Policy (OCP)” on which the City is included as an additional insured.

a. CGL policy may not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

b. CGL policy must include contractor’s protected coverage, blanket contractual, and completed operations.

(2) Workers’ Compensation Insurance and Employer’s Liability: Subdivider shall maintain Workers Compensation coverage, as required by law. The policy must comply with the requirements of the California Workers’ Compensation Insurance and Safety Act and provide protection 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 Subdivider under Subdivider’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater. If Subdivider is self-insured, Subdivider must provide its Certificate of Permission to Self-Insure, duly authorized by the State of California Department of Industrial Relations.

(3) Automobile Liability: Subdivider shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if Subdivider does not own automobiles, then Subdivider shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit, or (ii) the maximum amount of such insurance available to Subdivider under Subdivider’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

(4) Pollution (Environmental) Liability: The performance of Subdivider’s work or service under this Agreement involves handling of hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials. Subdivider shall procure and maintain Pollution Liability covering the Subdivider’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 Subdivider under Subdivider’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

(b) Required Endorsements. Subdivider shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below. Further, if coverages are

being provided by Subdivider's General Contractor pursuant to Section 10, endorsements may not be restricted to work performed "under a written contract" (i.e. "blanket endorsements")

(1) ALL Policies:

"Waiver of Subrogation" - Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against the City of Morgan Hill and the City's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

(2) ALL Policies except Workers Compensation:

a. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds.

(3) General Liability:

a. "Primary and Non-Contributing" - Insurance shall be primary non-contributing;

b. "Separation of Insureds" - The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(c) Subcontractors. Subdivider must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 10 as appropriate based on each subcontractor's scope of work, with respect to its performance of work associated with the Improvements, including those requirements related to the additional insureds and waiver of subrogation.

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

(e) Certificates. Subdivider shall furnish City with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to the Subdivider's agreement with the City shall be reduced, canceled, allowed to expire, or materially changed except after thirty (30) days' notice by the insurer to City, unless due to non-payment of premiums, in which case ten (10) days written notice must be made 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

Section 11. Permits and Requisite Fees

(a) Subdivider shall pay all current fee obligations in the total amount of **\$837,423** due under City Resolution No. 5592, as amended, in accordance with the Department of Public Work fee schedule, as follows:

- (1) **\$170,406** payable at the time of recording of the Final Map, and
- (2) **\$667,017** payable on a pro-rata basis for each individual lot in the Subdivision prior to final inspection of each and every residence.
- (3) All fees payable pursuant to this Subsection (a) constitutes valid and due consideration for City's approval of the Final Map, and amounts set forth are estimates that are subject to change prior to the issuance of building permit(s), subject to resolution or ordinance of the City Council.
- (b) Subdivider shall, at its expense, obtain all necessary permits and licenses for the construction of the Improvements, give all necessary notices, and pay all fees and taxes required by law.
- (c) Subdivider shall obtain a City of Morgan Hill Business License.
- (d) Subdivider agrees to procure, at its expense, any necessary permits for Improvements outside the City's jurisdiction.

Section 12. On-Site Supervision

Subdivider shall designate an on-site supervisor, satisfactory to City, who shall be on the work site(s) at all times during the construction of the Improvements, and who has the authority to act on behalf of Subdivider when communicating with City personnel.

Section 13. Waiver

Waiver by City or Subdivider of any breach of any of the provisions of the Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of the same or any other provision of this Agreement. Acceptance by City of any work by Subdivider shall not be a waiver of any of the provisions of this Agreement.

Section 14. Notices. All notices shall be personally delivered or mailed, via first class mail to the below listed addresses. 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.

- a. Address of Subdivider is as follows:
Rick Nelson
Toll Brothers – Northern California Division
6800 Koll Center Parkway, Suite 320
Pleasanton, CA 94566-7053

b. Address of City is as follows:

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

With a copy to:

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

Section 15. Noncompliance

If City determines that Subdivider is in violation of any federal, state, County or City laws, ordinances, rules, regulations, and requirements, and/or the terms and provisions of this Agreement, it may issue a cease and desist order, stop work order, or other action City deems necessary.

Section 16. Notice of Breach and/or Default

City may serve written notice upon Subdivider and surety of breach of this Agreement or of any portion thereof, and default of Subdivider for any of the following circumstances:

- (a) Subdivider refuses or fails to complete the Improvements as required in Section 6 above.
- (b) Subdivider refuses or fails to perform or cure any defects in the Improvements as required in Section 7.
- (c) Subdivider is insolvent, is subject to a receivership, or files any petition in bankruptcy, either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days.
- (d) The commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance in lieu of or in avoidance of foreclosure.
- (e) Subdivider or any of Subdivider's contractors, subcontractors, agent, or employees materially violates any of the provisions of this Agreement and not cure the violation within a reasonable time.

Section 17. Performance by Surety or City

- (a) In the event of a material breach and/or default by Subdivider, Subdivider's surety shall have the duty to take over and complete the Improvements.
- (b) If the surety, within a reasonable time after receiving notice of Subdivider's default does not provide City written notice to take over the performance of this Agreement or if the surety does not commence performance thereof within the time specified in such notice to City, City may take over the construction of the Improvements and prosecute the same to completion, by contract or by any method City may deem advisable, on behalf and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost or damages incurred by City thereby. In such event, City, without liability for so doing, may take possession of and utilize such materials, appliances, and other property belonging to Subdivider as may be on the work site(s) and necessary therefore to complete the Improvements.

(c) City shall have the right to draw upon or utilize the appropriate security provided for in Section 4 to recover costs and damages to City damages. The right of City to draw upon or utilize the security is additional and not in lieu of any other remedy available to City at law or in equity. The parties agree that the estimated costs and security amounts may not reflect the actual cost of construction or installation of Improvements, and therefore, City damages for Subdivider's default shall be measured by the cost of completing the required Improvements.

(d) Failure of Subdivider to comply with terms of this Agreement shall constitute consent to filing by City of a notice of violation against all lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedies provided in this Subsection (d) are in addition to and not in lieu of other remedies available to City.

(e) In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligation, including the costs of suit and reasonable attorney's fees.

(f) The failure by City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach.

Section 18. Successors in Interest

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties. It shall be recorded in the Office of the Recorder of Santa Clara County concurrently with the Final Map of the Subdivision and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision. It shall be the responsibility of City to cause the executed Agreement to be recorded.

Section 19. Effective Date

This Agreement shall be effective as of the date and year first above written.

Section 20. Amendment of Agreement

This Agreement may only be amended by mutual consent of the original parties or their successors in interest, provided that any such amendment is executed in writing by the parties to be bound thereby.

Section 21. Execution

By signing this Agreement, the person signing states that he or she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and conditions of this Agreement.

Section 22. 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.

Section 23. Law to Govern: Venue

The law of the State of California shall govern this Agreement. In the event of litigation between the parties, the action must be filed in the Santa Clara County Superior Court.

Section 24. Limitations Upon Subcontracting and Assignment.

Neither this Agreement or any portion shall be assigned by Subdivider without prior written consent of City.

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Section 25. Miscellaneous

(a) Compliance with Law: Subdivider shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

(b) Non-Discrimination. Subdivider covenants there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, disability, national origin, ancestry, or sexual orientation in any activity pursuant to this Agreement.

(c) Conflict of Interest and Reporting. Subdivider shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

(d) Time of Essence. Time is of the essence in the performance of this Agreement.

(e) Interpretation. This Agreement shall be interpreted as though prepared by both parties.

(f) Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

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

[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.]

CITY OF MORGAN HILL

"Subdivider"

By: _____
Christina J. Turner, City Manager

**Toll CA XX, L.P.,
a California limited partnership**

Date: _____

**BY: TOLL WEST COAST LLC,
a Delaware limited liability company
General Partner**

ATTEST:

By: _____
Michelle Wilson, Deputy City Clerk

By: _____
Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Donald A. Larkin, City Attorney

Date: _____

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

EXHIBIT "A"

IMPROVEMENTS AND

ESTIMATED COSTS OF IMPROVEMENTS

AS OF NOVEMBER 2017

Job Number: 092030
Date of Preparation: 11/14/2017

Preliminary Opinion of Probable Cost for Bonding Purposes (Public Improvements)
Borello Ranch: Phase 2
Morgan Hill, CA
November 14, 2017

Revision Date	Revision Description

In providing this Opinion of Probable Cost, the Client understands that the Design Professional has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the Design Professional is not a Professional Cost Estimator. The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. It is the Client's responsibility to review all unit prices and make changes as the Client sees fit to reflect the actual market prices the Client is experiencing and to reflect the Client's method of operation.

This document shall be considered incomplete unless accompanied by all sheets, including notes.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A.	PUBLIC WATER-(Domestic)				
1.	8" Water incl. valves, thrust blocks, etc.	3,712	LF	\$50.00	\$185,600
2.	10" Water incl. thrust blocks, etc.	1,873	LF	\$75.00	\$140,475
3.	Fire Hydrant	15	EA	\$4,500.00	\$67,500
4.	Connect to existing	3	EA	\$5,000.00	\$15,000
5.	1.5" Meter and Service	25	EA	\$1,600.00	\$40,000
6.	4" Water Service and Meter Cluster (3 Meters)	3	EA	\$4,800.00	\$14,400
7.	6" Water Service and Meter Cluster (4 Meters)	9	EA	\$6,400.00	\$57,600
8.	6" Water Service and Meter Cluster (5 Meters)	1	EA	\$8,000.00	\$8,000
9.	Air Relief Valve Assembly	2	EA	\$2,000.00	\$4,000
				Sub-Total Water:	\$532,575

Attachment: Subdivision Improvements Agreement (1773 : FINAL MAP APPROVAL OF SAN SEBASTIAN PHASE 2A - TRACT NO. 10451)

EXHIBIT "B"
PERFORMANCE BOND
(100% of Engineer's Estimate)

Bond No.: _____

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California, and _____ (hereinafter designated as "principal") have entered into a Subdivision Improvement Agreement:

TOLL CA XX, L.P.
SAN SEBASTIAN PHASE 2A – TRACT 10451

whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2018, and identified as project **SAN SEBASTIAN PHASE 2A**, is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and _____, as surety, are held and firmly bound unto the City of Morgan Hill hereinafter called ("City"), in the penal sum of **five hundred thirty two thousand five hundred seventy five dollars (\$532,575)**, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The Surety's office is located at _____,

Telephone No. _____; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone number are as follows:

License No.: _____

Address: _____

Telephone No.: _____ .

The non-resident agent for the Surety, if any, is a party to the transaction:

Name of non-resident _____

agent:

Non-resident agent's office
address:

Telephone
No.:

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Executed this _____ day of _____ 20____.

Principal

Principal

By:

Surety

By:

Attorney-in Fact

By:

California Resident Agent

By:

Non-resident Agent - Attorney-in-Fact

APPROVED:

Scott Creer, City Engineer

Date:

APPROVED AS TO FORM:

By:

Donald A. Larkin, City Attorney

Date:

(Acknowledgment on following page.)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

EXHIBIT "C"
LABOR AND MATERIAL BOND
(100% of Engineer's Estimate)

Bond No.: _____

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California, and _____] (hereinafter designated as "the principal") have entered into a Subdivision Improvement Agreement:

TOLL CA XX, L.P.
SAN SEBASTIAN PHASE 2A – TRACT 10451

whereby the principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 2018, and identified as project **SAN SEBASTIAN PHASE 2A**, is hereby referred to and made a part hereof; and

Whereas, under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Morgan Hill to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, the principal and the undersigned as corporate surety, and their successors and assigns are held firmly bound unto the City of Morgan Hill and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **five hundred thirty two thousand five hundred seventy five dollars (\$532,575)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Morgan Hill in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety's office is located at _____,

Telephone No. _____; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone number as follows:

License No.:

Address:

Telephone No.:

The following non-resident agent, if any, for the Surety is a party to the transaction:

Name of non-resident agent: _____,

Non-resident agent's office address:

Telephone No.:

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Executed this _____ day of _____, 20____.

Principal

Principal

By:

Surety

By:

Attorney-in Fact

By:

California Resident Agent

By:

Non-resident Agent - Attorney-in-Fact

APPROVED:

Scott Creer, City Engineer

Date:

APPROVED AS TO FORM:

By:

Donald A. Larkin, City Attorney

Date:

(Acknowledgment on following page.)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

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State of **California**
County of **Santa Clara**

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WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

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**EXHIBIT “D”
WARRANTY BOND
(50% of Engineer’s Estimate)**

Bond No.:

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California (hereinafter designated as “City”), and _____ (hereinafter designated as “Principal”) have entered into a Subdivision Improvement Agreement (hereinafter “Agreement”):

**TOLL CA XX, L.P.
SAN SEBASTIAN PHASE 2A – TRACT 10451**

whereby the Principal agrees to install and complete certain designated public improvements (hereinafter “Improvements”), which said Agreement, dated _____, 20_____, and identified as project _____, is hereby referred to and made a part hereof; and

Whereas, under the terms of said Agreement, the Principal is required to furnish a bond to guarantee and warrant the work required by said Agreement for a period of one year following the completion and acceptance by the City of the Improvements, against any defective work or labor performed, or defective materials furnished by Principal.

Now, therefore, we, the Principal and _____ as Surety, are held and firmly bound unto the City of Morgan Hill in the penal sum of _____ dollars (\$____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

If Principal faithfully carries out and performs its guarantee and warranty under the Agreement, and, on due notice from City, repairs and make good at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Principal promptly reimburses City for all loss and damage that City sustains because of Principal’s failure to makes such repairs in accordance with the Agreement requirements, then Surety’s obligations under this Bond will be null and void. Otherwise, Surety’s obligations will remain in full force and effect.

Surety waives the provisions of Civil Code Sections 2819 and 2845. Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Warranty Bond Page 1 of 4
Version July 2017

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Santa Clara County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

In witness whereof, this instrument has been duly executed by the principal and surety above named.

SURETY:

Principal:

Date: _____

Date: _____

s/ _____

s/ _____

Name: _____

Name: _____

Title: _____

Title: _____

(Attach Acknowledgment with Notary

Seal and Power of Attorney)

APPROVED:

Scott Creer, City Engineer

Date:

APPROVED AS TO FORM:

By:

Donald A. Larkin, City Attorney

Date:

END OF WARRANTY BOND

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

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State of **California**
County of **Santa Clara**

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WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

RECORDING REQUESTED BY:

CITY OF MORGAN HILL

WHEN RECORDED MAIL DOCUMENT TO:

CITY CLERK
CITY OF MORGAN HILL
17575 PEAK AVENUE
MORGAN HILL, CA 95037

RECORD AT NO FEE PER
GOVERNMENT CODE SECTIONS 6103
& 27383

SPACE ABOVE THIS LINE FOR RECORDER'S
USE

**STORMWATER BEST MANAGEMENT PRACTICES,
OPERATION, AND MAINTENANCE AGREEMENT**

THIS STORMWATER BEST MANAGEMENT PRACTICES OPERATION, AND MAINTENANCE AGREEMENT ("AGREEMENT") is made and entered into this _____ day of _____, 2018, by **TOLL CA XX, LP, a Californian limited liability**, (hereinafter referred to as "COVENANTOR") and the City of Morgan Hill ("CITY"). CITY and COVENANTOR may be referred to individually as a "Party" or collectively as the "Parties" throughout this AGREEMENT.

RECITALS:

This AGREEMENT is made and entered into with reference to the following facts:

- A. CITY is authorized and required to regulate and control the disposition of storm and surface waters as set forth in CITY's National Pollutant Discharge Elimination System permit.
- B. COVENANTOR is the owner of a certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "PROPERTY").
- C. COVENANTOR desires to construct certain improvements of the kind or nature described in Morgan Hill Municipal Code Chapter 18.71 (the "ORDINANCE") on the PROPERTY that may alter existing stormwater conditions on both the PROPERTY and adjacent lands.
- D. To minimize adverse impacts due to these anticipated changes in existing storm and surface water flow conditions, COVENANTOR is required by CITY to implement Best Management Practices ("BMPs") and to build and maintain, at COVENANTOR's expense, stormwater management facilities ("FACILITIES"), more particularly described and shown in the **Stormwater Runoff Management Plan** prepared by **RJA Engineers** and dated _____, which plans and any amendments thereto, are on file with CITY's Public Works Department, and are hereby incorporated by this reference.
- E. CITY has reviewed and approved the Stormwater Runoff Management Plan (the "PLAN") subject to the execution of this AGREEMENT.

NOW, THEREFORE, in consideration of the benefit received and to be received by COVENANTOR, its successors, and assigns, as a result of CITY's approval of the Stormwater Runoff Management Plan, COVENANTOR, hereby covenants and agrees with CITY as follows:

1. Covenants Running With the Land; Property Subject to Agreement: All of the real property described in Exhibit "A" shall be subject to this AGREEMENT. It is intended and

determined that the provisions of this AGREEMENT shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the real PROPERTY or any portion thereof and shall be for the benefit of each owner of any of said parcels or any portion of said PROPERTY and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. Each and all of the limitations, easements, obligations, covenants, conditions, and restrictions contained herein shall be deemed to be, and shall be construed as, equitable servitudes, enforceable by any of the owners of any of the PROPERTY subject to this AGREEMENT against any other owner, tenant or occupant of the said PROPERTY, or any portion thereof.

2. Responsibility for Installation, Operation, and Maintenance: At its sole expense, COVENANTOR, its successors, and assigns, shall construct, operate, and perpetually maintain the FACILITIES in strict accordance with the PLAN and any amendments thereto that have been approved by CITY or required by the ORDINANCE.
3. Facility Modifications: At its sole expense, COVENANTOR, its successors, and assigns, shall make such changes or modifications to the FACILITIES as may be determined as reasonably necessary by CITY to ensure that the FACILITIES are properly maintained and continue to operate as originally designed and approved. COVENANTOR agrees that it shall not modify the BMPs and shall not allow BMP maintenance activities to alter the designed function of the FACILITIES from its original design unless approved by CITY prior to the commencement of the proposed modification or maintenance activity.
4. Facility Inspections by CITY: At reasonable times and in a reasonable manner as provided in the ORDINANCE, CITY, its agents, employees, and contractors shall have the right of ingress and egress to the FACILITIES and the right to inspect the FACILITIES in order to ensure that the FACILITIES are being properly maintained, are continuing to perform in an adequate manner, and are in compliance with the ORDINANCE, the PLAN and any amendments thereto approved by CITY.
5. Failure to Perform Required Facility Repairs or Modifications: Should either COVENANTOR or its successors and assigns fail to implement the BMPs, maintain the facilities, or correct any defects in the FACILITIES in accordance with the approved design standards and/or the PLAN, and in accordance with the law and applicable regulations of the ORDINANCE, after thirty (30) days from the date of the written notice from CITY, CITY shall have the right to enter the PROPERTY to perform remedial work, for which CITY will collect reimbursement for such work from COVENANTOR. Additionally, conditions from failure to implement the BMPs or to maintain or correct the FACILITIES shall be deemed a nuisance subject to abatement of such conditions as provided in Chapter 1.18 of the Morgan Hill Municipal Code. In addition, CITY may pursue other such remedies as provided by law, including, but not limited to, such civil and criminal remedies set forth in the ORDINANCE.
6. Indemnity: COVENANTOR, its successors, and assigns, shall defend, indemnify, and hold CITY harmless of and from any and all claims, liabilities, actions, causes of action, and damages for personal injury and property damage, including, without limitation, reasonable attorneys' fees, arbitration fees, or costs and court costs, arising out of or related to COVENANTOR's, its successors', and/or assigns' construction, operation, or maintenance of the FACILITIES except claims, liabilities, actions, causes of action, and damages that arise out of CITY's sole negligence or willful misconduct or the sole negligence or willful misconduct of any of CITY'S employees, agents, representatives, contractors, vendors, or consultants.
7. Obligations and Responsibilities of COVENANTOR: Initially, COVENANTOR is solely responsible for the performance of the obligations required hereunder and, to the extent permitted under applicable law, the payment of any and all fees, fines, and penalties

associated with such performance or failure to perform under this AGREEMENT. Notwithstanding any provisions of this AGREEMENT to the contrary, upon the recordation of a deed or other instrument of sale, transfer or other conveyance of fee simple title to the PROPERTY or any portion thereof (a "Transfer") to a third party (the "Transferee"), COVENANTOR shall be released of all of its obligations and responsibilities under this AGREEMENT accruing after the date of such Transfer to the extent such obligations and responsibilities are applicable to that portion of the PROPERTY included in such Transfer, but such release shall be expressly conditioned upon the Transferee assuming such obligations and responsibilities by recorded written agreement for the benefit of CITY. Such written agreement may be included in the Transfer deed or instrument, provided that the Transferee joins in the execution of such deed or instrument. A certified copy of such deed, instrument, or agreement shall be provided to CITY. The provisions of the preceding three sentences shall be applicable to the original COVENANTOR and any successor Transferee who has assumed the obligations and responsibilities of COVENANTOR under this AGREEMENT as provided above.

8. Property Transfer: Nothing herein shall be construed to prohibit a transfer by COVENANTOR to subsequent owners and assigns.
9. Attorneys' Fees: In the event that any Party institutes legal action or arbitration against the other to interpret or enforce this AGREEMENT, or to obtain damages for any alleged breach hereof, the prevailing party in such action or arbitration shall be entitled to reasonable attorneys' or arbitrators' fees in addition to all other recoverable costs, expenses, and damages.
10. Further Documents: The Parties covenant and agree that they shall execute such further documents and instructions as shall be necessary to fully effectuate the terms and provisions of this AGREEMENT.
11. Entire Agreement: This AGREEMENT constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior agreements, whether written or oral. There are no representations, agreements, arrangements, or undertakings, oral or written, that are not fully expressed herein.
12. Severability: In the event any part or provision of this AGREEMENT shall be determined to be invalid or unenforceable under the laws of the State of California, the remaining portions of this AGREEMENT that can be separated from the invalid, unenforceable provisions shall, nevertheless, continue in full force and effect.
13. No Waiver: The waiver of any covenant contained herein shall not be deemed to be a continuing waiver of the same or any other covenant contained herein.
14. Amendment: This AGREEMENT may be amended in whole or in part only by mutual written agreement. Any such amendment shall be recorded in Santa Clara County, California. In the event any conflict arises between the provisions of any such amendment and any of the provisions of any earlier document or documents, the most recently duly executed and recorded amendment shall be controlling.
15. Authority to Execute: The persons executing this AGREEMENT on behalf of the parties warrant that they are duly authorized to execute this AGREEMENT.
16. In the event that CITY shall determine, at its sole discretion, at any future time, that the FACILITIES are no longer required, then at the written request of COVENANTOR, its successors, and/or assigns, CITY shall execute a release of this AGREEMENT which COVENANTOR, its successors, and/or assigns, shall record in the Recorder's Office, at its expense.

Executed the day and year first above written.

COVENANTOR:

By: _____

Name: _____

Title: _____

CITY OF MORGAN HILL:

By: _____

Name: CHRISTINA J. TURNER

Title: CITY MANAGER, CITY OF MORGAN HILL

APPROVED AS TO FORM:

By: _____

Name: DONALD A. LARKIN

Title: CITY ATTORNEY, CITY OF MORGAN HILL

EXHIBIT "A"

(Description to be inserted)

Attachment: Stormwater BMP Operation and Maintenance Agreement (1773 : FINAL MAP APPROVAL OF SAN SEBASTIAN PHASE 2A - TRACT

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State of **California**
County of **Santa Clara**

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

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State of **California**
County of **Santa Clara**

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WITNESS my hand and official seal.

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(ABOVE AREA FOR NOTARY SEAL)



CITY COUNCIL STAFF REPORT

MEETING DATE: June 6, 2018

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

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE COOPERATIVE AGREEMENTS WITH THE SANTA CLARA VALLEY WATER DISTRICT TO SHARE IN THE COSTS AND ADMINISTRATION OF WATER CONSERVATION PROGRAMS

RECOMMENDATION(S)

Adopt resolution authorizing the City Manager to execute and administer a Cooperative Agreement annually for water conservation purposes with the Santa Clara Valley Water District.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment
Maintaining Fiscal Responsibility

2018 Strategic Priorities

Infrastructure

REPORT NARRATIVE:

The City has partnered with the Santa Clara Valley Water District (District) for over a decade on water conservation rebates via a Cooperative Agreement (Agreement) between the agencies. The partnership is currently focused on providing rebates for the installation of water-wise landscapes and the installation of water-conserving equipment. The District administers all aspects of the program and the City provides matching funds for Morgan Hill properties to further incentivize landscape conversions. In addition to the City matching the District's rebates, this Agreement also results in the District matching the City's expenses for the WaterSmart public engagement program.

The purpose of this agenda item is to consider a resolution that, if passed, will authorize the City Manager to execute and administer the Agreement for FY 2018/19 and in subsequent years. Approving the Agreement ensures that Morgan Hill residents can continue to benefit from the City's matching funds which further encourage the development of water-conserving landscapes in Morgan Hill.

COMMUNITY ENGAGEMENT: Inform

If the Agreement is approved, staff will continue to inform the community about the availability of the City's matching rebate.

ALTERNATIVE ACTIONS:

The Council could choose to not approve the Agreement or to approve it for just FY 2018/19 or to change the City's funding level dedicated to matching rebates. Not

approving the Agreement would result in the City's loss of the District's matching funds for the WaterSmart program.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council has approved a Water Conservation Agreement with the District numerous times in the past decade. The most recent Agreement was approved by the Council on June 7, 2017.

FISCAL AND RESOURCE IMPACT:

\$50,000 in funding for this Agreement has been included in the recommended budget in Fund 650 (650.5760.42299) and no budget adjustment is requested at this time. The District's share of the WaterSmart costs, which is a revenue to the City, is approximately \$24,000 annually. Administering this Agreement is an activity included in the work program of the Community Services Department.

CEQA (California Environmental Quality Act):

Categorical Exemption

This project and its related effects are categorically exempt from environmental review under CEQA pursuant to California Code of Regulations, Title 21, Sections 15304(b) (Minor Alterations to Land including new landscaping) and 15301 (Existing Facilities).

LINKS/ATTACHMENTS:

1. SCVWD Resolution
2. SCVWD Agreement for FY 18/19

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE COOPERATIVE AGREEMENTS WITH THE SANTA CLARA VALLEY WATER DISTRICT FOR WATER CONSERVATION

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 agreement described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council Staff Report entitled “Resolution Authorizing the City Manager to Execute Cooperative Agreements with the Santa Clara Valley Water District to Share in the Costs and Administration of Water Conservation Programs” submitted for City Council consideration at its meeting of June 6, 2018, by the City Manager (the “Staff Report”), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, the activities allowed under this Resolution protect the environment and are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) of 1970 as specified in Sections 15304(b) (Minor Alterations to Land) and 15301 (Existing Facilities) of the 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 Agreement for FY 2018/2019 with the Santa Clara Valley Water District, attached hereto as Exhibit A and incorporated herein by this reference (the “Agreement”), is hereby approved; and
- b. That the City Manager is hereby delegated authority to and is authorized and directed to execute and administer the Agreement substantially in the form attached hereto as Exhibit A; and
- c. That the City Manager is hereby delegated authority to and is authorized and directed to execute and administer Agreements for Water Conservation with the Santa Clara Valley Water District in future years provided that they are consistent with the City’s Budget, approved by the City Attorney, and are substantially in the form attached hereto as Exhibit A, provided, however, that the programs included in the Agreements may differ slightly from year to year; and
- d. That the City Council hereby finds based upon the facts and information in the record for this Resolution that the approval of water conservation cooperative agreements to operate programs with the Santa Clara Valley Water District are categorically exempt from environmental review under CEQA pursuant to California Code of Regulations, Title 21, Section 15304(b) (Minor Alterations to Land including new landscaping) and Section 15301 (Existing Facilities); and
- e. That the City Manager is hereby delegated authority to and is authorized to take all other ministerial actions that may be necessary or appropriate to implement the provisions of this Resolution.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the 6th day of June, 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-XXX, adopted by the City Council at a regular meeting held on June 6, 2018.

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

DATE: _____

IRMA TORREZ, City Clerk

Attachment: SCVWD Resolution (1782 : SCVWD Water Conservation Agreement)

**AGREEMENT
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND
THE CITY OF MORGAN HILL FOR WATER CONSERVATION PROGRAMS**

This AGREEMENT (Agreement) between the Santa Clara Valley Water District, an independent special district created by the California Legislature (hereinafter referred to as WATER DISTRICT) and The City of Morgan Hill (hereinafter referred to as MORGAN HILL) sets forth the respective roles of the WATER DISTRICT and MORGAN HILL in regard to WATER CONSERVATION PROGRAMS (hereinafter referred to as PROGRAMS) is made and entered into as of _____, 2018 (Effective Date).

RECITALS

WHEREAS the PROGRAMS involve providing landscape rebates, graywater rebates, commercial water efficient technology rebates and home water use reports for properties located within MORGAN HILL's service area; and

WHEREAS, the PROGRAMS are consistent with the WATER DISTRICT's and MORGAN HILL'S Urban Water Management Planning Act requirements; and

WHEREAS the PROGRAM'S goal is to save water and provide information on how to use water most efficiently; and

WHEREAS MORGAN HILL wishes to administer the Home Water Use Reports Program; and

WHEREAS the WATER DISTRICT wishes to administer the Landscape Rebate Program, Graywater Rebate Program and the Commercial Water Efficient Technology Rebate Program; and

WHEREAS both agencies wish to cost share with each other on these PROGRAMS.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties expressed in this Agreement, WATER DISTRICT and MORGAN HILL agree as follows:

1. MORGAN HILL'S RESPONSIBILITIES

- a) Administration of the Home Water Use Reports Program, which shall include the creation of outreach materials.
- b) Collection and analysis of data to determine water savings.
- c) Administration of all funds for the Home Water Use Reports Program.
- d) Provide WATER DISTRICT with water usage records and other data necessary to determine savings and cost effectiveness of the Home Water Use Reports Program. This includes number of home water use reports sent by month. Water usage records for individual accounts will only be made available to WATER DISTRICT for those account holders who have authorized the WATER DISTRICT to obtain the information from MORGAN HILL.
- e) Invoicing WATER DISTRICT, on a quarterly basis, for fifty percent of the contract cost (net any grant funding received by MORGAN HILL) for MORGAN HILL to send home water use reports to MORGAN HILL residents. MORGAN HILL shall not invoice WATER DISTRICT for any amounts exceeding the \$23,863.50 cap set forth in Section 2(e) below. Only costs paid directly to home water use reports vendor shall be included in the quarterly invoice.
- f) MORGAN HILL must pay WATER DISTRICT as set forth below for each activity performed by the WATER DISTRICT in the MORGAN HILL service area:
 - Up to \$1.00 per each square foot of turf removed per qualified residential and/or commercial rebate, up to \$1,000 per residential site and up to \$10,000 per commercial site, as per the WATER DISTRICT'S Landscape Rebate Program requirements.

- Up to \$200 for each completed Graywater Rebate, as per the WATER DISTRICT'S Graywater Rebate Program requirements.
 - Up to \$4 per CCF for each completed Commercial Water Efficient Technology Program, as per the WATER DISTRICT'S Commercial Water Efficient Technology Program requirements
- g) Work cooperatively with WATER DISTRICT in appropriately advertising the PROGRAMS to targeted customers.
- h) Make payment to WATER DISTRICT within thirty (30) days of receipt of an invoice from WATER DISTRICT. When submitting an invoice, WATER DISTRICT shall provide PROGRAM participation information. MORGAN HILL total cost to the WATER DISTRICT shall not exceed \$50,000.

2. WATER DISTRICT'S RESPONSIBILITIES

- a) Administration of Landscape Rebate Program (LRP), Graywater Rebate Program (GRP), and the Commercial Water Efficient Technology Rebate Program (WET) funds including, but not limited to,
- Processing the payment of the amounts set forth in Section 1(f) above, to eligible persons residing in MORGAN HILL ("ELIGIBLE RESIDENTS"). This supplemental rebate amount shall be in addition to the customary amounts paid by the WATER DISTRICT.
 - Payment of standard LRP, GRP, and WET rebate amounts to ELIGIBLE RESIDENTS within 8-12 weeks of approval of MORGAN HILL residential applicant's request.
- b) Collection and analysis of data to determine LRP, GRP, and WET water savings.
- c) Administration of all funds for LRP, GRP, and WET.
- d) Invoicing MORGAN HILL, on a quarterly basis, for LRP, GRP, and WET. WATER DISTRICT shall not invoice MORGAN HILL for any amounts exceeding the \$50,000 cap set forth in Section 1(h) above.
- e) Share equally in the cost of the Home Water Use Reports Program. WATER DISTRICT's obligation to pay for these activities is capped at a total maximum of \$23,863.50, based on 50 percent of the costs outlined in the attached scope of work.
- f) Make payment to MORGAN HILL within thirty (30) days of receipt of an invoice from MORGAN HILL. When submitting an invoice, MORGAN HILL shall provide a copy of the corresponding Home Water Use Reports Program vendor invoice and program participation information to the WATER DISTRICT.

3. HOLD HARMLESS AND LIABILITY

Each Party ("Indemnifying Party") agrees to indemnify, defend at its own expense, including attorneys' fees, and hold harmless the other Party ("Indemnified Party") from and against all claims, costs, penalties, causes of action, demands, losses and liability of any nature whatsoever, including but not limited to liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of or related to the negligence, or willful misconduct of that Indemnifying Party, its officers or employees, or any other agent acting pursuant to this Agreement.

4. DOCUMENT REVIEW

WATER DISTRICT and MORGAN HILL will, upon reasonable advance written notice, make available for inspection to the other party records, books and other documents relating to the PROGRAMS.

5. TERM

The term of the Agreement is from July 1, 2018 to June 30, 2019, or until funds are depleted, whichever occurs first. The term of the Agreement may be extended by mutual consent of the Parties. This Agreement shall be contingent upon approval of program funding each fiscal year by both the WATER DISTRICT's Board of Directors and by MORGAN HILL.

6. NOTICE

Any notice, payment, credit or instrument required or permitted to be given hereunder shall be deemed received upon personal delivery or five (5) days after deposit in any United States mail depository, first class postage prepaid and addressed to the party for whom intended; or on the same day as a facsimile transmission is sent as long as original is placed in the mail on the same day.

If to WATER DISTRICT:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Attn: Conservation Programs

If to MORGAN HILL:

Community Services Director and City Manager
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

Either party may change such address by notice given to the other party as provided in this Section 6.

7. AMENDMENTS

The Agreement may only be amended by written agreement executed by both parties.

8. ASSIGNMENT

Neither party is allowed to assign, sublet, or transfer this Agreement or any of the rights or interests in this Agreement without the written consent of the other party.

9. SEVERABILITY

The partial or total invalidity of one or more parts of this Agreement will not affect the intent or validity or remaining parts of this Agreement.

10. GOVERNING LAW

This Agreement is a contract under the laws of the State of California and for all purposes must be interpreted in accordance with such laws.

11. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party hereto for any reason upon thirty (30) days written notice to the other party.

12. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

In WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF MORGAN HILL

APPROVED AS TO FORM:

Donald Larkin
City Attorney
City of Morgan Hill

Christina Turner
City Manager
City of Morgan Hill

SANTA CLARA VALLEY WATER DISTRICT
an independent special district created by the California Legislature

APPROVED AS TO FORM:

Anthony Fulcher
Sr. Assistant District Counsel
Santa Clara Valley Water District

Norma J. Camacho
Chief Executive Officer
Santa Clara Valley Water District

Attachment: SCVWD Agreement for FY 18/19 (1782 : SCVWD Water Conservation Agreement)



CITY COUNCIL STAFF REPORT

MEETING DATE: June 6, 2018

PREPARED BY: Inga Alonzo, Management Analyst
APPROVED BY: City Manager

APPROVE AGREEMENT FOR UNIFORM SERVICES FOR UTILITIES AND MAINTENANCE STAFF

RECOMMENDATION(S)

Approve and authorize the City Manager to execute a three-year service agreement for a total of \$66,000 with Prudential Overall Supply.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Preserving and Cultivating Public Trust

2018 Strategic Priorities

Community Engagement and Messaging

REPORT NARRATIVE:

Uniforms for field staff create a professional business image and immediately identify Utilities and Maintenance staff in their official capacity working on City-directed activities. The uniforms also identify field staff as City representatives who can be approached for information and community concerns related to their areas of expertise and to information about general City activities, which improves overall service to the public. Thus, the selection of a vendor offering quality uniforms, specific pick-up and delivery schedules, and professional cleaning and replacement services is of significant assistance in the provision of quality Utilities and Maintenance services.

A Request for Proposals (RFP) was issued in May 2018 for a vendor for a new three-year contract to provide services beginning July 1, 2018. The City received proposals from three vendors including Mission Linen, Prudential Overall Supply, and UniFirst. The RFP was advertised in both the Morgan Hill Times and the San Jose Mercury News. Additionally, it was posted to the City and Public Purchase websites. The vendor will provide weekly drop-off-and-pickup service for uniforms at the Corporation Yard. This weekly interaction also provides the opportunity to resolve any uniform issues for individual employees, and for administrative staff to clear up any questions or concerns regarding garment counts, garment condition, and invoicing. In addition, regularly-scheduled meetings with the company's management address the larger issues of contract administration and quality control.

Selection Method:

Proposals were evaluated by a panel of 5 staff members to ascertain which one best met the needs of the City based on a weighted overall average score which included:

1. Responsiveness of the proposal in clearly demonstrating an understanding of the

- City's objectives and the ability to meet the City's needs. (Weight: 20%)
2. Technical expertise of the firm and those assigned to the project. (Weight: 20%)
 3. Demonstrated ability to carry out the full scope of the work and to effectively work with City staff. (Weight: 30%)
 4. References from companies or agencies where similar or related work has been performed. (Weight: 10%)
 5. Overall Cost including pricing for services and fees. (Weight: 20%)*

Results of the scoring are as follows:

<u>Weighted Overall Score</u>	<u>Mission Linen</u>	<u>Prudential Overall</u>	<u>UniFirst</u>
Evaluator 1	73.3	86.7	40.0
Evaluator 2	76.7	90.0	33.3
Evaluator 3	68.3	81.7	48.3
Evaluator 4	68.3	73.3	60.0
Evaluator 5	76.7	80.0	33.3
Overall Average Score	72.7	82.3	43.0

*All three proposals' estimated costs fell below the City's FY18-19 and FY19-20 budgeted allocated cost of \$28,000 for contractual uniform services for utilities and maintenance.

Based on the highest average score, staff recommends proceeding with an agreement for services with Prudential Overall.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the public of the recommended agreement for uniform services.

ALTERNATIVE ACTIONS:

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

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On June 17, 2015, the City Council authorized the City Manager to enter into a three-year agreement with Mission Linen for uniform services in the amount of \$83,037. Pursuant to Section 5 of the Agreement between the City of Morgan Hill and Mission Linen Supply, the City exercised its right to terminate the agreement for non-performance. A notice of termination was sent to Mission Linen by certified mail and electronic mail on February 29, 2016. On March 16, 2016 Council authorized the City Manager to execute a services agreement with UniFirst Corporation in the amount of \$64,890 for the remainder of the previous agreement which expires on June 30, 2018.

FISCAL AND RESOURCE IMPACT:

Funds for uniform services are budgeted in FY 18-19 and FY 19-20, and costs are allocated on an as-used basis across Water Operations (Fund 650), Sewer Operations (Fund 640), Streets (Fund 010), and Parks (Fund 302). No additional funding is necessary to cover the estimated annual cost of \$22,000.

CEQA (California Environmental Quality Act):

Not a Project.

Continuing administrative or maintenance activities are not considered projects for environmental review under CEQA.

LINKS/ATTACHMENTS:

1. Prudential Overall Supply - City Service Agreement

SERVICE AGREEMENT Prudential Overall Supply

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

1. **City Authority.** This Agreement is entered into pursuant to action of the Morgan Hill City Council taken on _____, _____, 20____.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2021 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by SERVICE PROVIDER shall be Uniform and Uniform Services as further described in **Exhibit A**.
4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:
 - 4.1. **Amount.** \$66,000.00. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed Sixty-Six Thousand dollars and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement 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 for the extended term exceed 105% of the maximum compensation allowed to be paid to CONSULTANT for one year of service during the initial term of this Agreement.
 - 4.2. **Billing.** SERVICE PROVIDER shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by SERVICE PROVIDER on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 14 Notices. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or SERVICE PROVIDER shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination,

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SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require SERVICE PROVIDER to complete certain work product or documents and SERVICE PROVIDER shall deliver to CITY all documents in its possession without additional compensation to SERVICE PROVIDER. The CITY Manager of CITY is authorized to terminate this AGREEMENT on behalf of CITY.

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

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

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

8.1. **Insurance Types and Amounts.**

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

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- 8.1.2. Automobile Liability. SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own automobiles, then SERVICE PROVIDER shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.3. Workers' Compensation Insurance and Employer's Liability. SERVICE PROVIDER shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If SERVICE PROVIDER is self-insured, SERVICE PROVIDER shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 8.1.4. Pollution (Environmental) Liability. If the performance of SERVICE PROVIDER's work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, SERVICE PROVIDER shall procure and maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.5. Professional Liability.
- 8.1.5.1. If the performance of SERVICE PROVIDER's work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), SERVICE PROVIDER shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if SERVICE PROVIDER maintains a claims-made policy, SERVICE PROVIDER shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.
- 8.1.5.2. If the performance of SERVICE PROVIDER's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers,

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or other systems consultants), SERVICE PROVIDER shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

8.2.1. **General Liability.**

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

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

8.2.1.3. insurance shall be primary non-contributing.

8.2.2. **Workers Compensation.**

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

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

Certificate Holder address:

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

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

10. **Compliance with Law.**

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

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

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

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or SERVICE PROVIDER learns of such a judgment, decision, or order that was not previously disclosed, SERVICE PROVIDER shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. SERVICE PROVIDER and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence

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of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. CITY reserves the right to require SERVICE PROVIDER to enter into an agreement with CITY regarding the manner in which any such final judgment, decision, or order will be satisfied.

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

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

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

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

Address of SERVICE PROVIDER is as follows:

Prudential Overall Supply
149 N. Milpitas Road
Milpitas, CA 95035

Address of CITY is as follows:

Attn: Dan Repp	with a copy to:
Engineering and Utilities	City Clerk
Department	City of Morgan Hill
City of Morgan Hill	17575 Peak Avenue
17575 Peak Avenue	Morgan Hill, CA 95037
Morgan Hill, CA 95037	

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

16. **Maintenance of Records.**

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

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

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

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

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

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

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

21. **Defense and Indemnification.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF MORGAN HILL

 City Clerk/Deputy City Clerk

 City Manager

 Michelle Wilson

 Christina J. Turner

 Print Name

 Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

Prudential Overall Supply

 City Attorney

By: _____

 Donald A. Larkin

By: JOHN THOMPSON

 Print Name

SR VP & CFO

 Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

Date: _____

Date: _____

5-25-18

By: _____

JANA COMER

VP Finance & Secretary

 Print Name and Title of Signer.

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

Date: _____

5-25-18

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EXHIBIT A SCOPE OF SERVICES

Approximately 35 field employees working in the areas of Wastewater Operations, Water Operations, Street Maintenance, and Park Maintenance. Uniform services will be performed weekly on a predetermined/agreed upon day, Monday through Thursday during the City Corporation Yard's regular business hours of 6:30 AM to 4:00 PM. (Uniform services will not be performed on Friday's.)

1. SCHEDULE

The Service Provider shall pick-up dirty uniforms and deliver clean uniforms on a once a week schedule (52 weeks a year) with the specific day to be agreed upon by the Service Provider and the City Representative. If the scheduled delivery/pick-up day falls on a City holiday, the Service Provider will deliver/pick-up uniforms that week on the City's next regular business day during the City Corporation Yard's regular business hours. The Service Provider will not make any schedule changes without the advance approval of the City Representative.

2. ESTIMATED REQUIREMENTS

The City estimates that pants and shirts will be required for approximately 35 employees. The employees require five (5) changes per week (inventory of 11) for pants and shirts. Coveralls are not required but should be available.

3. DELIVERY/PICK-UP

Delivery/Pick-up will be at the City Corporation Yard located at 100 Edes Court, Morgan Hill, CA, 95037. The City has the option to change the delivery point(s) as its requirements change. The City Corporation Yard must be serviced on the designated delivery day during regular business hours unless other hours are approved in advance by the City Representative. The Service Provider will reschedule services to any location at the City Representative's request.

4. CITY EMBLEMS

The Service Provider shall furnish and shall neatly and securely sew over the left breast pocket on all shirts a three-inch diameter silk-screened cloth emblem. Preparation charges will be included in the unit price. The Service Provider shall not put into service a shirt unless it has the proper City identification on it. These emblems shall be removed and reused as required.

5. NAME LABEL

The Service Provider shall furnish and neatly and securely sew over the right breast pocket on all shirts, a one-line name strip label. The label shall be embroidered with the name of the employee as specified by the City Representative. Preparation charges shall be included in the unit price. Any replacement uniforms are to have the employee's name on the uniform within two weeks of ordering the uniform.

6. REPLACEMENTS

All uniforms damaged beyond repair will be replaced by a new like-item. The City will be billed at a replacement cost less a depreciation allowance. The Service Provider shall submit a depreciation schedule for all items. Each individual item shall be date-coded so that the City can determine the depreciation allowance. If clothing is not date-coded, the City will assume that the clothing was placed into service at the beginning of the agreement.

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a. The Service Provider shall promptly replace any uniform item with a corresponding new garment whenever the garment is beyond repair or acceptable appearance, unless otherwise instructed by the City Representative.

b. The City Representative may have an item replaced prior to the end of the agreement. The City will pay the replacement cost bid herein, less the appropriate depreciation allowance, for the replaced item.

7. RECEIPTS

The Service Provider shall leave a receipt for all uniforms picked up from the City. The Service Provider must obtain a signature from a City representative at the delivery/pick-up point signifying the City has received the items listed on the delivery receipt.

8. COLORS / SPECIFICATIONS

The uniforms to be provided shall be comprised of the following specifications and colors:

- Water & Wastewater Employees: Navy pants and light blue button up shirts
- Parks & Streets Employees: Gray reflective shirt, charcoal pants, and charcoal coveralls (two per employee)

9. MATERIALS

Shirts and pants shall be an industrial wash-n-wear 65% polyester, 35% cotton blend that does not require ironing.

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

PRICE PROPOSAL FOR UNIFORMS
(Per Employee)

Item	Weekly Rental/Cleaning Rate	Replacement Cost
Grey Reflective Long Sleeve Shirt	<u>\$4.18 (11 per week)</u>	<u>\$22.50</u>
Grey Reflective Short Sleeve Shirt	<u>\$3.96 (11 per week)</u>	<u>\$20.50</u>
Charcoal Pant 65/35	<u>\$2.31 (11 per week)</u>	<u>\$14.50</u>
Charcoal Coveralls	<u>\$3.74 (11 per week)</u>	<u>\$21.99</u>

(Shirts and pants weekly fees are based on 5 garments per week)

Other Costs:		
Start Up Fees (per garment or employee)	<u>\$1.25</u>	
Set Up charge for City Emblem	<u>\$0.50</u>	
Sewing on Name Patches Supplied by Vendor	<u>\$0.50</u>	per garment

Size Changes		
Shirts	<u>\$0.00</u>	
Pants	<u>\$0.00</u>	
Coveralls	<u>\$0.00</u>	
Type/Style Change		
Shirts	<u>\$1.00</u>	
Pants	<u>\$1.00</u>	

Other Fees:

1. \$2.00 Weekly all-inclusive flat, delivery/service charge per delivery location.
2. One-time \$0.50 (per garment) garment prep charge for new wearers after initial account order.

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

**EXHIBIT B
SCHEDULE OF COMPENSATION RATES**

9.a

**PRICE PROPOSAL FOR UNIFORMS
(Per Employee)**

Item	Weekly Rental/Cleaning Rate	Replacement Cost
Blue Long Sleeve Shirt 65/35	<u>\$2.31 (11 per week)</u>	<u>\$14.50</u>
Blue Short Sleeve Shirt 65/35	<u>\$2.31 (11 per week)</u>	<u>\$13.50</u>
Navy Pant 65/35	<u>\$2.31 (11 per week)</u>	<u>\$14.50</u>

(Shirts and pants weekly fees are based on 5 garments per week)

Other Costs:

Start Up Fees (per garment or employee)	<u>\$1.25</u>	
Set Up charge for City Emblem	<u>\$0.50</u>	
Sewing on Name Patches Supplied by Vendor	<u>\$0.50</u>	per garment

Size Changes

Shirts \$0.00

Pants \$0.00

Coveralls \$0.00

Type/Style Change

Shirts \$1.00

Pants \$1.00

Other Fees:

1. \$2.00 Weekly all-inclusive flat, delivery/service charge per delivery location.
2. One-time \$0.50 (per garment) garment prep charge for new wearers after initial account order.

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

Attachment: Prudential Overall Supply - City Service Agreement (1794 : Agreement for Uniforms Services for Utilities and Maintenance Staff)

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

All work shall be performed during the normal business hours of the Utility Division and the Maintenance Services Division. Normal business hours are 6:30 AM to 4:00 PM, Monday through Thursday. No services will be performed on Fridays. All work by the Service Provider requiring uniform deliveries/pick-ups, interaction, or any other contact with the City of Morgan Hill shall take place during these normal business hours.

The Service Provider shall pick-up dirty uniforms and return clean uniforms on a once per week schedule for the 52 weeks of the year with the specific day to be agreed upon by the Service Provider and the City prior to the start of the agreement. The Service Provider shall not make any schedule changes without the advanced approval by the City Representative.

Updated May 2018



CITY COUNCIL STAFF REPORT

MEETING DATE: June 6, 2018

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

AWARD OF TRAFFIC SIGNING AND STRIPING MAINTENANCE SERVICE AGREEMENT

RECOMMENDATION(S)

1. Award a three-year contract to Chrisp Company in the amount of \$225,000; and
2. Authorize the City Manager to execute and administer the Maintenance Service Agreement with Chrisp Company.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Maintaining Fiscal Responsibility

2018 Strategic Priorities

Infrastructure

REPORT NARRATIVE:

The City has contracted for traffic signing and striping services for many years and does not have the staffing resources or equipment to perform the work internally. Services provided under this contract mostly include the replacement of thermoplastic legends on the streets, street marking painting, and consultation services. The City's current contract expires on June 30, 2018.

The purpose of this report is to summarize the results of the recent Request for Proposals (RFP) process and authorize the City Manager to enter into a new agreement for these needed services. The proposed term of the new service agreement is three years, starting on July 1, 2018, with an option to extend for one additional year.

The RFP was issued on April 30, 2018, and one bid was received from Chrisp Company on May 21, 2018. In soliciting proposals for this contract, the City advertised in the Morgan Hill Times, posted on the City website, and two online plan services, Public Purchase and the Online Plan Service, whose subscribers include multiple Northern California Builders' Exchanges.

Chrisp Company has been the City's signing and striping contractor for over ten years and has over 40 years in the signing and striping business. Maintenance staff has been satisfied with their performance to date. Staff recommends entering into a contract with Chrisp Company to provide traffic signing and striping services to the City for three years for \$225,000. It is also recommended that the contract include an option to extend for a fourth year in an amount not to exceed 105% of the original annual amount of \$75,000.

COMMUNITY ENGAGEMENT: Not Applicable

As traffic signing and striping services are expected to be performed on city streets, no community engagement was completed for this contract.

ALTERNATIVE ACTIONS:

The City Council could elect not to award this service agreement and request that the services be rebid in hopes of obtaining more bids. This action would require the extension of the current traffic signing and striping contract with Chrisp Company until December 31, 2018 in order to allow enough time to rebid services. It is unlikely that a lower bid could be obtained since Chrisp Company is one of the few firms engaged in these services.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council has previously approved contracts for traffic signing and striping services for over a decade. The City's current agreement was approved by the Council on June 3, 2015.

FISCAL AND RESOURCE IMPACT:

If approved, the total funding authorization for this agreement will be \$225,000. Funding for the traffic signing and striping services is accounted for in the General Fund's Street Maintenance Program (010.6100) and included in the recommended FY 2018-2019 and 2019-2020 budget. The current contract with Chrisp Company was for two years at \$75,000 per year or \$150,000. It was extended for a third year for an additional \$75,000 for a total contract amount of \$225,000. This new contract is for three years at \$75,000 per year for a total contract amount of \$225,000.

CEQA (California Environmental Quality Act):

Categorical Exemption

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

LINKS/ATTACHMENTS:

1. Complete Traffic Signing and Striping RFP 2018
2. Final CHRISP Maintenance Service Agreement



Request for Proposals (RFP) For Annual On-Call Traffic Signing and Striping

The City of Morgan Hill is requesting proposals from qualified contractors to provide annual on-call traffic signing and striping at various locations throughout the City of Morgan Hill for the period from July 1, 2018 to June 30, 2020.

**Proposals are due on Friday, May 18, 2018 at 2:30 p.m. at City Hall
located at
17575 Peak Avenue in Morgan Hill.**

REQUEST FOR PROPOSALS (RFP) INFORMATION

SECTION 1 – General Instructions and Information for Contractors
SECTION 2 – Technical Specifications
SECTION 3 – Bid Proposal, Bid Schedule, Response to Technical Questions, Wage Theft Prevention Bid Certification

ATTACHMENTS

Sample Maintenance Service Agreement including insurance requirements
City Standards A-29
All Other Standard Plans – Reference Caltrans Latest Standard

SECTION 1 – General Instructions and Information for Contractors

Proposal Submission. Deliver sealed proposals to the City of Morgan Hill Community Services Department, City Hall, 17575 Peak Avenue, Morgan Hill, California 95037, by the due date and time above. Proposals must be addressed to the Community Services Department and labeled as **“Response to RFP for Annual On-Call Traffic Signing and**

Striping.” Proposals will not be opened publicly on Friday, May 18, 2018 @2:30 p.m., and final scoring of proposals will not occur until City staff has reviewed all bid documents. Proposal submittals and scores become public information after notice of intent to award. Failure to use the forms provided within the RFP package will result in an incomplete proposal.

Contractor is to complete the following bid documents and include them in the bid proposal package:

- 1) Bid Proposal
- 2) Bid Schedule
- 3) Response to Technical Questions
- 4) Wage Theft Prevention Bid Certification

These forms are provided in Section 3. Incomplete proposals will not be considered.

Request for Proposal (RFP) Schedule.

Traffic Signing and Striping RFP Schedule	
April 27th	Notice of RFP posted on City Website and in Morgan Hill Times
April 30th	RFP posted on Public Purchase and Online Plan Service
May 9th	Deadline to Submit Questions in writing to Management Analyst @ cynthia.iwanaga@morganhill.ca.gov
May 14th	City Responses to Written Questions Posted on Public Purchase and Online Plan Service
May 18th	Proposals Due no later than 2:30 p.m.
June 6th	Contract Awarded by City Council
July 1st	Commencement of Two-Year Contract

Contractor Selection Criteria.

The City will be awarding this contract using a “Best Value” methodology in a two-part evaluation.

Part One of the Evaluation is a review of Qualifications, Experience and References of the Contractor based upon “Response to Technical Questions.” Contractors must receive a minimum score of 40 out of 50 points on the Qualifications, Experience and References to be further considered in the selection process.

Qualifications, Experience, and References will be reviewed on the following criteria:

1. Previous experience in providing a superior level of service at like-sized cities.
2. Assessments of work quality, performance and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness.
3. Well organized communication systems and electronic reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.

The contractors meeting the minimum scoring requirement in Part One will then be evaluated in Part Two of the Evaluation, which is a review and comparison of the Cost Proposals including 1) Bid Schedule, 2) Hourly Rates for Labor to Perform Work Not Included in Bid Schedule and 3) Mark-Up on Materials for Work Not Included in Bid Schedule. Each of these three elements of the Cost Proposals will be included in the final evaluation using the following weighted system: Bid Schedule (80%), Hourly Rates (10%), and Mark-up (10%) The highest scoring cost proposal from the qualified contractors will be recommended to be awarded the Contract.

Examination of Contract Documents and Project Site(s). Each bidder is solely responsible for thorough review of the Request for Proposal (RFP) Documents and the examination of Project site(s) prior to submitting a Bid Proposal Package. Note that any areas and quantities noted are for informational purposes only. Bidders are responsible for inspecting the work locations and making their own area and quantity estimates.

Addenda. Any addenda issued prior to Bid Time shall constitute part of the Contract Documents. The City reserves the right to issue addenda prior to Bid Time.

Bid Guarantee. No bid shall be withdrawn except as provided for pursuant to Public Contract Code Section 5103, and the bidder shall guarantee the Total Bid Price for a period of ninety (90) calendar days from the date of the proposals are due.

Brand Designations and "Or Equal" Substitutions. Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an "equal" item must be submitted with a written request for substitution.

Bonds. No Bonds are required.

License. Contractors submitting a proposal shall possess a valid, current and in good standing Class A (General Engineering) or Class C-31 (Construction Zone Traffic Control) or Class C-32 (Parking and Highway Improvement) contractor's license issued by the California Contractor's State License Board (CSLB), and comply with all other license, insurance and permit requirements of the City, State and Federal governments, as well as all other requirements of the law. The successful bidder will be required to obtain a City of Morgan Hill Business License.

City Representative. The designated City representative for this Request for Proposals (RFP) is Cynthia Iwanaga, Management Analyst at cynthia.iwanaga@morganhill.ca.gov

Submittal of Written Questions regarding this RFP. All questions regarding this RFP must be submitted in writing to Cynthia Iwanaga at cynthia.iwanaga@morganhill.ca.gov **no later than Wednesday, May 9th at 5:00 p.m.** The City will respond to all questions via an Addendum to be posted on Public Purchase and the Online Plan Service no later than Monday, May 14th.

Engineer's Estimate. Although total quantities per year cannot be estimated at this time, the current value of the existing contract is \$75,000 per year.

Insurance. If awarded the contract, the Bidder/CONTRACTOR shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements within 10 days of receipt of the Notice of Award. The required insurance must cover the activities of CONTRACTOR, including its subcontractors, employees and agents, relating to or arising from the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by the Contract until the date of recordation of the notice of completion. **The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by the City.** If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, Owner may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. **CONTRACTOR further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to CONTRACTOR, at any time as deemed necessary to protect the interests of the CITY.**

Commercial General Liability (CGL). CONTRACTOR shall maintain CGL and shall include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit and a general aggregate limit of two million dollars (\$2,000,000.00) or (ii) the maximum amount of such insurance available to CONTRACTOR under CONTRACTOR's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

Workers' Compensation Insurance and Employer's Liability. CONTRACTOR 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 CONTRACTOR under CONTRACTOR's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If CONTRACTOR is self-insured, CONTRACTOR shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

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

Pollution (Environmental) Liability: If the performance of Contractor'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, Contractor 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 Contractor under Contractor's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

General Liability.

1. The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;
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,
3. Insurance shall be primary non-contributing.

Workers Compensation.

1. 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.

Subcontractors. Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required of Contractor, with respect to its performance of Work on the Project, including those requirements related to the additional insureds and waiver of subrogation.

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

Certificates. Contractor shall furnish City with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to the Contractor's agreement with the City shall be reduced, canceled, allowed to expire, or materially changed except after thirty (30) days' notice by the insurer to City, unless due to non-payment of premiums, in which case ten days written notice must be made to Owner. 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

DIR Registration: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Prevailing Wages. Each worker performing Work under this Contract shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor

Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. Contractor shall post a copy of the applicable prevailing rates at the Worksite.

This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

These prevailing rates are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

The Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, under Labor Code Section 1771.4.

A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request, to The City, or to the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, and as further provided by the Labor Code.

Permits. The Contractor shall obtain and pay for any necessary permits.

Taxes. The proposal price shall include all applicable federal, state and local taxes.

Additive or Deductive Items. If this bid solicitation includes additive or deductive items, the method to be used to determine the lowest bid is "The lowest bid will be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items".

Owner retains the right to add to or deduct from the Contract any of the additive or deductive alternates included in the Bid Proposal.

Bid Protest. Any bid protest must be in writing and received by the City Attorney's Office at 17575 Peak Avenue, Morgan Hill, CA, (Fax: (408) 779-1592), before 5:00 p.m. no later than two (2) working days following posting of the RFP scoring results on the City Website (the "Bid Protest Deadline") and must comply with the following requirements:

Only a bidder who has actually submitted a Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder

may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest

The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder. Protected bidder must concurrently transmit a copy of the response and all supporting documents by fax or by e-mail, by or before the Response Deadline, to the protesting bidder and any other bidder who has reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

Rejection of Bids and Award of Contract. City reserves the right, acting in its sole discretion, to waive non-substantive bid irregularities, the right to accept or reject any and all bids, or to abandon the work entirely. The Contract will be awarded by City Council, if at all, within sixty (60) calendar days after conducting interviews on the basis of the bid most advantageous to the City.

SECTION 2 TECHNICAL SPECIFICATIONS: TRAFFIC SIGNING AND STRIPING SCOPE OF WORK AND SPECIAL PROVISIONS

Introduction and General Information:

The City of Morgan Hill (City) is requesting the services of a qualified Contractor which specializes in providing traffic signing and striping services to Cities. The general scope of work is to place new or replace existing traffic signing and pavement striping at locations to be determined by the City of Morgan Hill staff on an on-call basis.

The City is seeking a contractor whose combination of experience and personnel will provide timely, cost-effective and quality professional services to the City. The selected Contractor will provide the City of Morgan Hill with “on-call” and emergency services to perform the work as described herein.

Although total quantities per year cannot be estimated at this time, the current value of the existing contract is \$75,000 per year.

Scope of Work:

SCOPE OF SERVICE:

The Contractor will furnish all tools, equipment, apparatus, facilities, labor, service and materials to perform all work necessary to provide traffic signing and striping services. All labor, services, materials and equipment shall be furnished and said work performed and completed by the Contractor as an independent contractor, subject to the inspection and approval of the Community Services Director of the City of Morgan Hill, or his representative.

A. Pavement Restriping

Pavement markings shall conform to the latest of the State of California Department of Transportation Traffic Manual, Chapter 6, Markings (updated 4/7/17), and is classified by pattern, as follow:

- | | |
|-----------------------------|---|
| 1. Single Traffic Line | Four (4) inch wide broken yellow line for center line; four (4) inch wide broken white line for lane line; solid four (4) inch yellow lead line. |
| 2. Double Solid Yellow Line | Double four (4) inch wide solid yellow line with a three (3) inch painted black line in between. |
| 3. Two-Way Left-Turn Lane | Double four (4) inch wide yellow line, one line broken and the other line solid, with a three (3) inch painted black line in between. (Note: This pattern is actually one-half of the |

entire pattern.)

4. Edge Line
 - a. Single White Solid four (4) inch wide white line is used on both streets and parking lots.
 - b. Single Yellow Edge Line Solid four (4) inch wide yellow line is used on streets and parking lots.
5. Bike Lane Line Solid six (6) inch wide white line, broken the last ninety-six (96) feet before each intersection (alternating four (4) feet of paint and eight (8) feet blank).
6. Channelizing Line Solid eight (8) inch wide white line.
7. Lane Drop Line Broken eight (8) inch wide white line.

All traffic stripes and pavement markings shall be consistent with these specifications and shall be painted by mechanical means. Stencils for legends shall conform to the latest FEDERAL SPECIFICATIONS. The City may furnish the stencil legends for use during the contract in order to match existing legends.

B. Bid Items

1. Restriping. These items shall be bid, measured and paid for on a per-lineal-foot basis. Payment shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all related work involved in completing this item as required by these Specifications.
2. Repainting legends. This item shall be bid, measured and paid for on a per-each basis. Payment shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all related work involved in completing this item as required by these Specifications.

C. Materials

1. All materials specified by brand name or number represent a level of quality. A different product may be used if it is equal or superior in all ways and is approved in advance by the City Representative. Paint shall not be thinned or reduced. The Contractor must note any deviations on proposals submitted.

Paint for traffic stripes and pavement markings shall be waterborne paint conforming to the following specification:

Color	Specifications
White, Yellow, Black	State Specification No. 8010-20B

2. Traffic line paint glass beads shall be State of California Specification No. 8010-004 (Type II).

D. Methods of Application

1. Surface preparation: All dirt, oil, grease and other foreign matter shall be removed from the area of the pavement to be painted with traffic paint. No paint shall be applied until the City Inspector confirms that the surface has been adequately prepared.
2. Surface Conditions: Traffic paint shall not be applied when the air temperature is less than 40 Fahrenheit or when the pavement is appreciably wet or damp. No paint shall be applied until the City Inspector confirms that conditions are adequate.
3. Paint Application: Paint shall be applied with an airless striping machine, approved by the City Inspector. Where required, the striping machine shall be equipped with separate thermostatically controlled heating devices for each paint and bead pot. The machine shall be capable of applying paint whereby the lines and markings have clear-cut edges, true and smooth alignment, and uniform thickness. Drips, overspread, improper markings and paint tracked by traffic shall be immediately removed from the pavement surface by methods approved by the Engineer. All such removal shall be at the Contractor's expense.
4. All paint, beads, and related products used must be guaranteed by the contractor to be free from manufacturers defects for one (1) full year from the date of application.

5. Rates of Application: Paint and beads shall be applied at the following rates:

Legends and Other Pavement Markings

Repainting:

Paint	1 Gallon per 100 Square Feet
Glass Beads	6 Pounds per Gallon of Paint

A range is specified for some of the rates of application to allow for differences in texture of the pavement surface and in widths of lines. This does not imply that the rate of application can vary for a given classification or line.

6. Except where explicitly authorized by the City Representative, the painted lines shall exactly coincide with the original painting. A maximum 1/4" tolerance deviation is allowed.
7. All completed lines and markings shall be clean and sharp as to dimensions ragged ends of segments, fogginess along the sides or dribbling of paint on unpainted areas will not be permitted and shall be removed by the Contractor if they do occur.
8. The finished paint shall have an opaque, well-painted appearance with no black or other discoloration showing through.
9. The contractor shall exercise all reasonable precautions to protect the paint, as applied, during drying time. The Contractor shall remove all objectionable tracking identified by the City Representative by sandblasting or using high-pressure water.
10. During the contract period, the City may select any of the contractors' paint products to be used in the City and send them to an independent laboratory for testing. If the test sample meets the specification required, the City will pay for the test. If the sample does not meet the specification required, the Contractor shall pay for the test and all related costs of the test as well as the costs of removing all paint that does not meet the specification. In addition, the Contractor may be liable for breach of contract.
11. Raised Pavement Markers: The contractor shall replace any markers he paints, damages or removes.
12. All methods of operation shall be in accordance with all applicable Cal-OSHA and Federal regulations.

E. Coordinating Work

1. The Contractor shall provide a work schedule approved by the City

Representative prior to start of work.

2. The Contractor shall schedule his work, in advance, with the City Representative.
3. The Contractor shall post approved temporary “No Parking” signs anywhere necessary at least twenty-four (24) hours, but no more than forty-eight (48) hours, in advance of work. The signs shall indicate the dates and times that no parking will be in effect. The Contractor will not be awarded extra working days due to delays caused by inadequate notice of property owners, unless otherwise approved by the City Representative.
4. The Contractor shall coordinate his schedule with any other work that might interfere or be impacted, including street resurfacing, street trenching or repair efforts and garbage pickup.

F. Daily Log

1. The Contractor shall meet at the conclusion of every work day with the designated City Representative to present a written record of the units completed for that day for approval (utilizing a Daily Log) and to propose and receive approval for work to be performed the next working day. The log will include where the work was done, linear feet and type of striping, and the work location for the following day.

1-2. TERM OF SERVICE The term of the contract will be from July 1, 2018 through June 30, 2020. The contract may be canceled or any portion thereof at any time during the term of service and such cancellations shall be effective upon giving sixty (60) days written notice. The City, at its option, may renew this contract for up to one additional year beginning on July 1, 2020. This option will be exercised only if the contractor has demonstrated superior performance in provision of traffic signing and striping services to the City.

Pricing entries in Bid Schedule of Proposal Package applies to the period of July 1, 2018 to June 30, 2020. For services beginning on July 1, 2020, the Contractor may request a percentage adjustment to the pricing for all services equal to the Consumer Price Index (CPI) for the San Francisco Bay Area Counties. This request must be in writing ninety (90) days prior to the end of July 1, 2020.

1-3 WORK HOURS

The work hours for any, and all traffic signing, and striping maintenance, replacement and new installation will be scheduled with City Maintenance Staff during regular business hours (7:00 a.m. to 6:00 p.m. Monday through Friday).

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

From time to time, the City may take on improvement projects or other construction. The

Contractor shall cooperate with the City or its agents while said work is underway.

1-4 WORKMANSHIP AND QUALITY LEVEL

All work shall be performed by staff directly employed and supervised by the Contractor. The Contractor shall provide management and technical supervision through competent supervisors as required to provide the traffic signing and striping. The Contractor shall be responsible for the skills, methods and actions of all employees, subcontractors and for all work done.

The Contractor shall cooperate with the representative authorized by the City to enable them to determine the Contractor's conformity with these specifications and the adequacy of the work being performed. The Contractor shall give personal supervision to the work and will meet with the Maintenance Manager or designated City representative, as needed.

1-5. LOCATIONS

The locations will be within the City of Morgan Hill City limits and are to be determined.

1-6. ACTIVITY REPORT

The Contractor shall provide a computerized activity report to the City Maintenance Manager via e-mail to the with all invoices. No payment will be made without submittal of the report: The report shall include:

- i. Names of City staff who made the service call.
- ii. The number of hours spent for each service.
- iii. Materials used and quantities.

1-7. RESPONSE AND SERVICE

- i. The Contractor shall provide response to service request within twenty-four (24) hours.
- ii. Work shall be completed as soon as possible, and in all cases no less than fourteen (14) calendar days, unless extended in writing by the City and as agreed upon by City and Contractor.
- iii. Failure to meet the response time requirements by the Contractor shall be sufficient cause for the City to authorize work to be completed by others and deduct the costs of said maintenance from payments due the Contractor. Repetitive failure shall be deemed sufficient cause for the City to terminate the contract.

1-8. SAFETY

The Contractor and staff shall follow all established safety procedures and shall take special care not to endanger the public in any way.

1-9. EMERGENCY SITUATIONS

For medical or public safety emergencies call 9-1-1. For all emergencies contact the Maintenance Manager or designated staff to report the issue immediately (24-hours/day).

SECTION 3

- 1) Bid Proposal
- 2) Bid Schedule
- 3) Response to Technical Questions Form
- 4) Wage Theft Prevention Bid Certification

Note that each document included in this section must be included in bid proposal package.

Proposal to Furnish Traffic Signing and Striping Maintenance In the City of Morgan Hill

_____ (“Bidder”) hereby submits this Bid Proposal to the City of Morgan Hill (“The City”) for the above-referenced project (“Project”) in response to the Notice Inviting Proposals and in accordance with the Contract Documents referenced therein.

1. **Base Bid.** Bidder proposes to perform and fully provide Traffic Signing and Striping maintenance as specified in the Contract Documents, for the two-year (2) time period from July 1, 2018 to June 30, 2020, for the pricing (“Base Bid”) listed in the attached Bid Schedule.

2. **Addenda.** Bidder acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

3. **Bidder’s Warranties.** By signing and submitting this Bid Proposal, Bidder warrants the following:

3.1 Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder’s knowledge there are no errors, omissions, or discrepancies in the Contract Documents.

3.2 Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.

3.3 Bidder is fully qualified to perform the Work.

3.4 Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid.

4. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, that within ten (10) days following issuance of the notice of award to Bidder, Bidder shall:

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4.1 Enter into a Contract with The City in accordance with the terms of this Bid Proposal, by signing and submitting to The City the Contract form included with the Contract Documents; and

4.2 Submit to The City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

This Bid Proposal is hereby submitted on _____, 20__:

s/ _____
Name and Title [print]

Company Name

Address Phone

City, State, Zip Fax

Email

Attachments:

- 1) Bid Schedule
- 2) Response to Technical Questions Form
- 3) Wage Theft Prevention Certification

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ATTACHMENT 1- BID SCHEDULE

Traffic Signing and Striping Maintenance in the City of Morgan Hill

Name of
Contractor: _____

Total quantities per year cannot be estimated at this time. Please enter unit pricing for items described below.

No.	Item Description	Paint Bid Unit Price	Thermo Bid Unit Price
1	Paint Striping Detail 1	\$ /LF	\$ /LF
2	Paint Striping Detail 2	\$ /LF	\$ /LF
3	Paint Striping Detail 9	\$ /LF	\$ /LF
4	Paint Striping Detail 12	\$ /LF	\$ /LF
5	Paint Striping Detail 21	\$ /LF	\$ /LF
6	Paint Striping Detail 22	\$ /LF	\$ /LF
7	Paint Striping Detail 25	\$ /LF	\$ /LF
8	Paint Striping Detail 28	\$ /LF	\$ /LF
9	Paint Striping Detail 38	\$ /LF	\$ /LF
10	Paint Striping Detail 38A	\$ /LF	\$ /LF
11	Paint Type IV Arrow	\$ /ea	\$ /ea
12	Paint Type VII Arrow	\$ /ea	\$ /ea
13	Paint Type VIII Arrow	\$ /ea	\$ /ea
14	Paint Basic Crosswalk	\$ /LF	\$ /LF
15	Paint Continental Crosswalk	\$ /LF	\$ /LF
16	Paint Ladder Crosswalk	\$ /LF	\$ /LF
17	Paint STOP legend & Limit Line	\$ /ea	\$ /ea

Attachment: Complete Traffic Signing and Striping RFP 2018 (1780 : Award Traffic Signing and Striping Contract)

18	Paint Other Pavement Markings	\$ /ea	\$ /ea
19	Paint Curb	\$ /LF	\$ /LF
20	Install Small Sign Panel on Existing Post	\$ /ea	\$ /ea
21	Install Medium Sign Panel on Existing Post	\$ /ea	\$ /ea
22	Install Large Sign Panel on Existing Post	\$ /ea	\$ /ea
23	Install Small Sign Panel on New "Telespar" Post	\$ /ea	\$ /ea
24	Install Medium Sign Panel on New "Telespar" Post	\$ /ea	\$ /ea
25	Install Large Sign Panel on New "Telespar" Post	\$ /ea	\$ /ea
26	Install City-provided Small Sign Panel on New "Telespar" Post	\$ /ea	\$ /ea
27	Install City-provided Medium Sign Panel on New "Telespar" Post	\$ /ea	\$ /ea
28	Install City-provided Large Sign Panel on New "Telespar" Post	\$ /ea	\$ /ea

Notes:

1. Detail and arrow numbers refer to Caltrans Standard Plan designation for striping and pavement markers.
2. Payment for any pavement markers required per the Caltrans Standard Plans for a given striping detail shall be considered as included in the bid unit price per detail number.
3.
 - a. Small Sign Panels are R16 and R17 (No Turn Symbol), R32 Series (No Parking), Type N, Street Name Signs and other signs sized 24" X 24" or less.
 - b. Medium Sign Panels are R1 (Stop), R1-2 (Yield), R2 (Speed Limit), R10 (One Way), W56 (Double Head Arrow), and other signs larger than 24" X 24" and up to 48" X 36".
 - c. Large Sign Panels are 60" X 48" and other signs larger than 48" X 36".

All traffic stripes and pavement markings shall be consistent with these specifications and shall be painted by mechanical means. Stencils for legends shall conform to the latest Federal Highway Administration (FHA) Specifications. The City may furnish the stencil legends for use during the contract in order to match existing legends.

2. HOURLY RATES FOR LABOR TO PERFORM WORK NOT INCLUDED IN BID SCHEDULE

During the contract term, City may request contractor to perform work not listed in the Bid Schedule. Procedures for engaging such additional services are contained in the Technical Specifications.

The contractor offers the specified labor categories at the indicated hourly rate for these additional services. Hourly rates shall include all direct and indirect costs.

For labor not listed below which is needed to perform additional work, the hourly rate shall be agreed upon between the City and contractor before additional services are performed.

LABOR CLASSIFICATION	HOURLY RATES		
	STRAIGHT TIME	OVERTIME	SUNDAY/HOLIDAY
1.	\$	\$	\$
2.	\$	\$	\$
3.	\$	\$	\$
4.	\$	\$	\$

3. MARK-UP ON MATERIALS FOR WORK NOT INCLUDED IN BID SCHEDULE

Contractor will charge City the actual invoice of materials used for additional work plus a fee of:

% Percent
--

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ATTACHMENT 2

RESPONSE TO TECHNICAL QUESTIONS FORM TRAFFIC SIGNING AND STRIPING MAINTENANCE RFP

Please provide a brief narrative entitled, “**Attachment 2-Response to Technical Questions from Traffic Signing and Striping Maintenance RFP**,” which answers the questions in Sections 1 through 3 below (*Please include your company’s complete legal name and form of entity, for example, “corporation,” on each page*):

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects

Please answer the following:

1. How many years has your company been in business under its present business name?
2. Describe your previous experience providing traffic signing and striping for like-sized jurisdictions.
3. Describe management personnel's experience with accounts of similar size and scope.
4. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

Section 2: REFERENCES: Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients

1. List three (3) like-sized customers that you have provided ongoing traffic signing and striping to within the last three (3) years. Provide the following information for each contact:
 - a. Customer Name
 - b. Customer Contact Name
 - c. Phone Number (Direct Line if possible)
 - d. Number of years your firm has provided traffic signing and striping to Customer.

Section 3: Well organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.

1. Describe the systems your company uses to communicate between supervisors, office staff and field staff. Also describe the systems you use to assign, track, and evaluate work performed by your employees.
2. What is a reasonable response time for your firm from receipt of work order to arrival on site?
3. Describe your existing customer service program, how you would monitor customer satisfaction, how complaints will be resolved and your plan for quality control.
4. Describe your communication plan to assure proper communication between your representative and the City's representative.
5. Describe in detail your Safety Program.

Attachment 3

Wage Theft Prevention Bid Certification

(To be executed by bidder and submitted with bid)

All Bidders are expected to have read and understand the "Wage Theft Prevention Policy" adopted on July 26, 2017.

The undersigned Bidder hereby certifies that Bidder and its principals have____, have not____ been found by a final court judgement or final administrative action of an investigatory agency to have violated federal, state or local wage and hour laws within the past five years from the date of the submitted bid or proposal. For each disclosed violation, the Bidder shall provide a copy of (i) the court order and judgment and/or final administrative decision; and (ii) documents demonstrating either that the order/judgment has been satisfied, or if the order/judgment has not been fully satisfied, a written and signed description of Bidder's efforts to date to satisfy the order/judgment. The completed Certification shall be submitted by the Bidder to the City as a part of its bid or proposal. The City, at its sole discretion, may disqualify a bidder based on one or more disclosed judgments consistent with the criteria set forth in the Policy.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certification is executed on _____ [date], at _____ [city], _____ [state].

s/ _____

Print Name and Title

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

MAINTENANCE SERVICE AGREEMENT SAMPLE ONLY

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

1. **City Authority.** This Agreement is entered into pursuant to Choose an item.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2020 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by SERVICE PROVIDER shall be _____ as further described in **Exhibit A.**
4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:
 - 4.1. **Amount.** \$ _____. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed _____ dollars and shall be billed based on the rate and basis set forth in **Exhibit B.** If the City Manager extends the term of this Agreement for up to one year pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to SERVICE PROVIDER during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed during the extended term period exceed an additional five percent (5%) above the compensation allowed to be paid to SERVICE PROVIDER during the initial term of this Agreement.
 - 4.2. **Billing.** SERVICE PROVIDER shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by SERVICE PROVIDER on a monthly basis unless otherwise specified in Exhibit B. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or SERVICE PROVIDER shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require SERVICE PROVIDER to complete certain work product or documents and SERVICE PROVIDER shall deliver to CITY all documents in its possession without

additional compensation to SERVICE PROVIDER. The City Manager is authorized to terminate this AGREEMENT on behalf of CITY.

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

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

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

8.1. **Insurance Types and Amounts.**

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

8.1.2. **Automobile Liability.** SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own automobiles, then SERVICE PROVIDER shall maintain Hired/Non-owned Automobile

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

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

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

8.1.5. Professional Liability.

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

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

or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

8.2.1. **General Liability.**

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

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

8.2.1.3. insurance shall be primary non-contributing.

8.2.2. **Workers Compensation.**

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

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

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

Certificate Holder address:

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

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

10. **Compliance with Law.**

- 10.1. SERVICE PROVIDER and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. SERVICE PROVIDER and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.
- 10.2. Without limiting the provisions of Section 10.1 above, each worker performing work under this Agreement shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. SERVICE PROVIDER shall post a copy of the applicable prevailing rates at the Worksite. Pursuant to Labor Code Section 1775, SERVICE PROVIDER and any Subcontractor shall forfeit to CITY as a penalty up to two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. SERVICE PROVIDER shall also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- 10.3. DIR Registration. CITY will not accept a Bid Proposal from or enter into a contract with a SERVICE PROVIDER, without first receiving proof to the satisfaction of CITY that SERVICE PROVIDER and its subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. Under Labor Code section 1771.4, this Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 10.4. Compliance with Wage and Hour Laws: SERVICE PROVIDER, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

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

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

AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

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

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

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

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

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

Address of SERVICE PROVIDER is as follows:

Address of CITY is as follows:

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

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

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

16. **Maintenance of Records.**

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

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

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

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

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

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

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

21. **Defense and Indemnification.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF MORGAN HILL

 City Clerk/Deputy City Clerk

 City Manager

 Michelle Wilson
 Print Name

 Christina J. Turner
 Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

 City Attorney

By: _____

 Donald A. Larkin
 Print Name

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

Date: _____

Date: _____

By: _____

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

Date: _____

 Contractor's License Number(s) *(if applicable)*

 Contractor's DIR Registration Number(s) *(if applicable)*

Expiration Date(s) _____

Expiration Date(s) _____

Seal:

U:\Legal Forms\Consultant Agreements\City Maintenance Service Agreement.Docx

Attachment: Complete Traffic Signing and Striping RFP 2018 (1780 : Award Traffic Signing and Striping Contract)

**EXHIBIT A
SCOPE OF SERVICES**

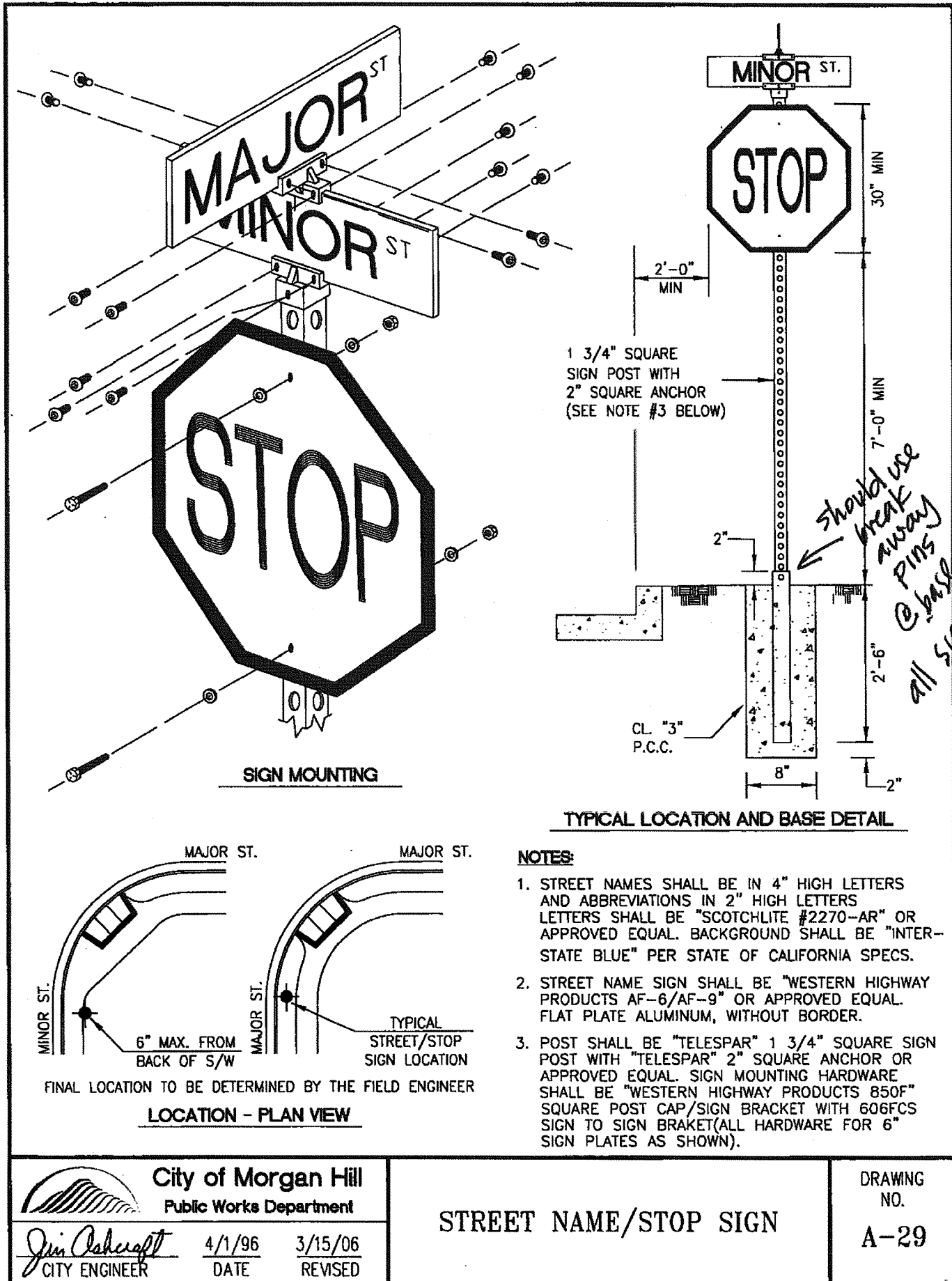
Attachment: Complete Traffic Signing and Striping RFP 2018 (1780 : Award Traffic Signing and Striping Contract)

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

Attachment: Complete Traffic Signing and Striping RFP 2018 (1780 : Award Traffic Signing and Striping Contract)

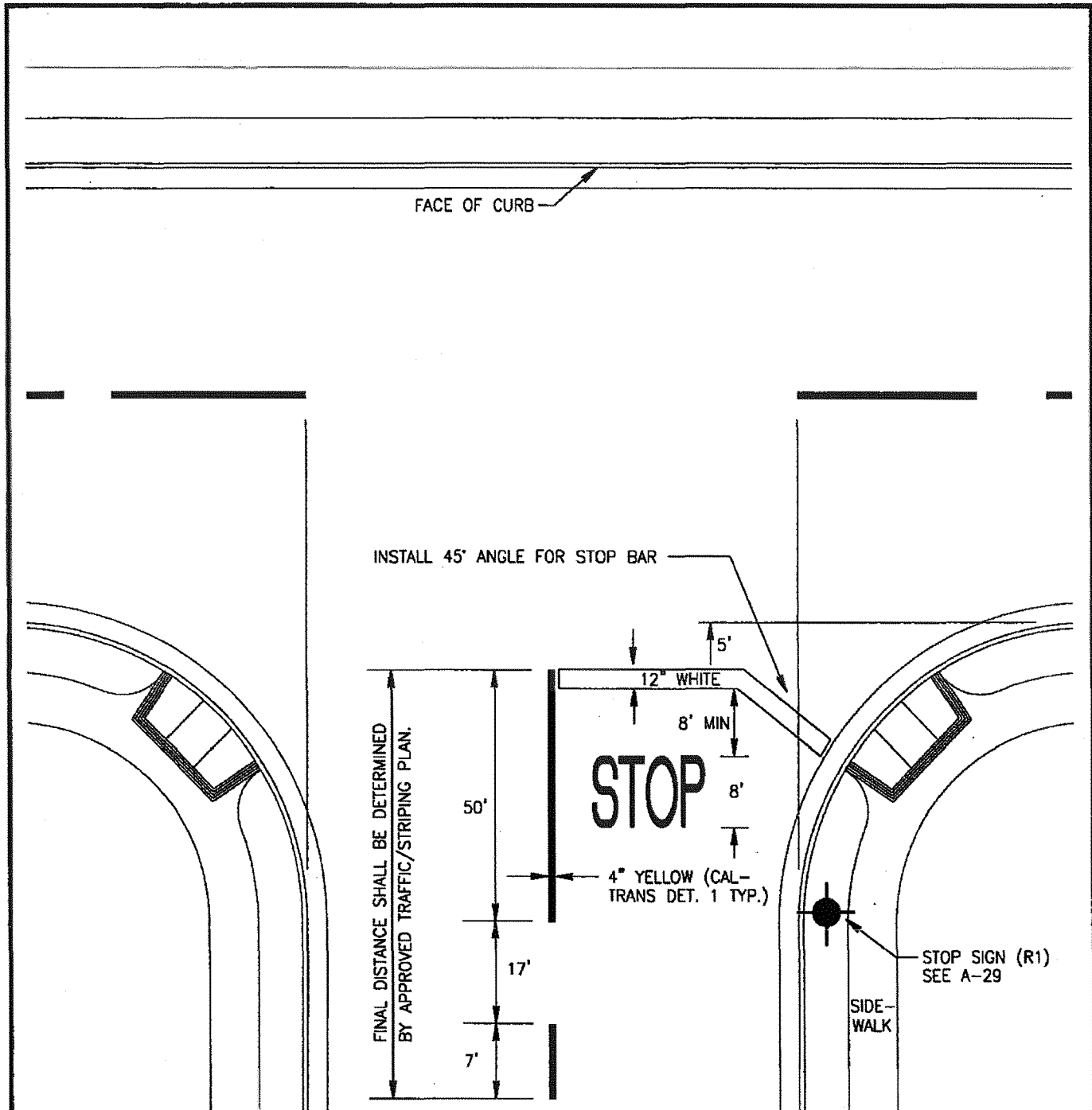
**EXHIBIT C
SCHEDULE OF PERFORMANCE**

Attachment: Complete Traffic Signing and Striping RFP 2018 (1780 : Award Traffic Signing and Striping Contract)



DRAWING NO.

A-29

**NOTES:**

1. FINAL SIGN LOCATION AND STRIPING LAYOUT SHALL BE FIELD VERIFIED BY THE ENGINEER AFTER "CAT-TRACKING" AND PRIOR TO FINAL STRIPING APPLICATION.
2. ALL CENTERLINE STREET STRIPING SHALL BE YELLOW THERMAL PLASTIC PAINT WITH GLASS BEADS. THE STOP BAR AND "STOP" LEGEND LETTERING SHALL BE WHITE THERMAL PLASTIC PAINT WITH GLASS BEADS. THERMAL PLASTIC PAINT APPLICATIONS SHALL COMPLY WITH CALIFORNIA STATE SPECIFICATIONS SECTION 84-2.02 AND SHALL COMPLY WITH ALL APPLICABLE BAAQMD (BAY AREA AIR QUALITY MANAGEMENT DISTRICT) REGULATIONS FOR THERMAL PLASTIC PAINT.



City of Morgan Hill
Public Works Department

Jim Ashcraft
CITY ENGINEER

4/1/96
DATE

3/15/07
REVISED

STREET STRIPING & STOP BAR

DRAWING
NO.

A-30

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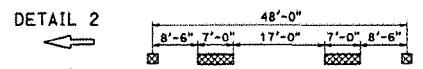
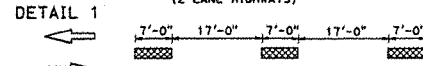
DIST.	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS

Alisa Farouk
REGISTERED CIVIL ENGINEER
April 20, 2018
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.

TO ACCOMPANY PLANS DATED _____

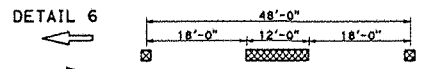
2015 REVISED STANDARD PLAN RSP A20A

CENTERLINES (2 LANE HIGHWAYS)



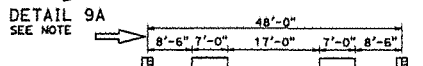
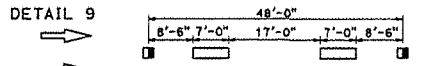
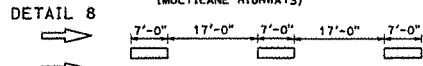
~~DETAIL 3~~ DETAIL 3 DELETED

~~DETAIL 4~~ DETAIL 4 DELETED

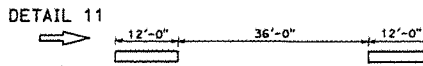


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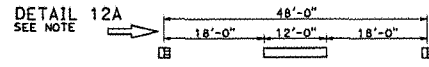
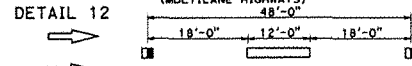
LANELINES (MULTILANE HIGHWAYS)



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LANELINES (Cont)

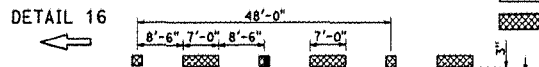
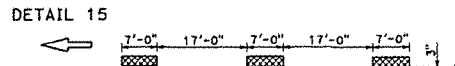


~~DETAIL 13~~ DETAIL 13 DELETED

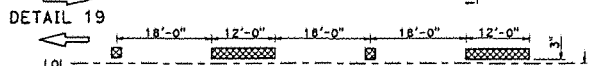
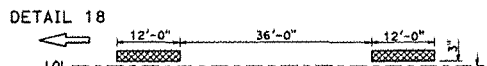
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~~DETAIL 14A~~ DETAIL 14A DELETED

NO PASSING ZONES-ONE DIRECTION

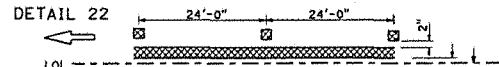
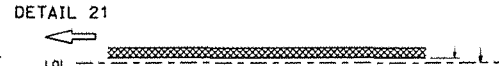


~~DETAIL 17~~ DETAIL 17 DELETED



~~DETAIL 20~~ DETAIL 20 DELETED

NO PASSING ZONES-TWO DIRECTION



~~DETAIL 23~~ DETAIL 23 DELETED

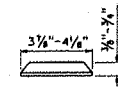
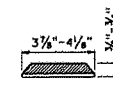
LEGEND

MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINE

- 6" WHITE
- 6" YELLOW



TYPE C AND TYPE D TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

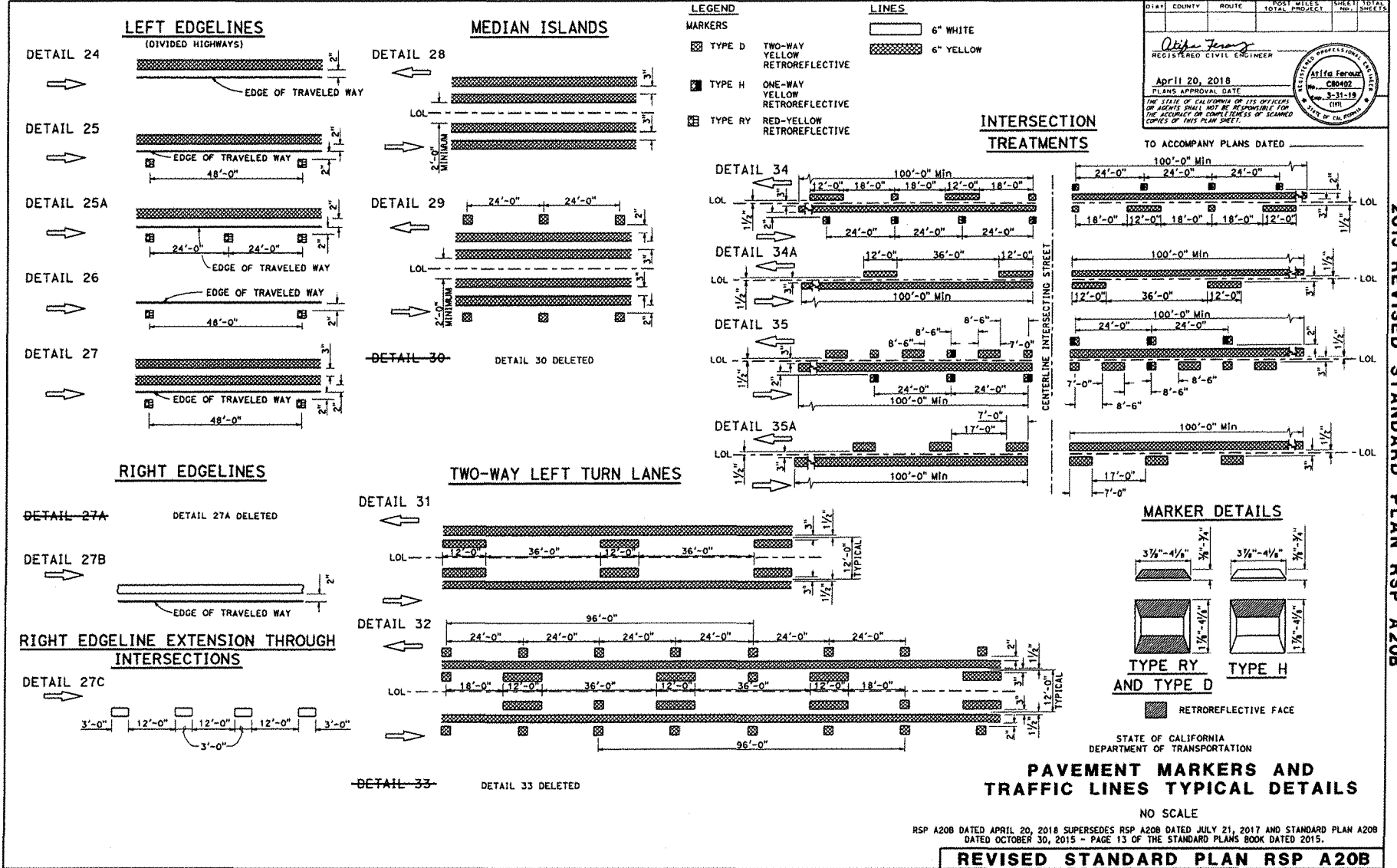
NO SCALE

RSP A20A DATED APRIL 20, 2018 SUPERSEDES RSP A20A DATED JULY 21, 2017 AND STANDARD PLAN A20A
DATED OCTOBER 30, 2015 - PAGE 12 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20A

11-14-17

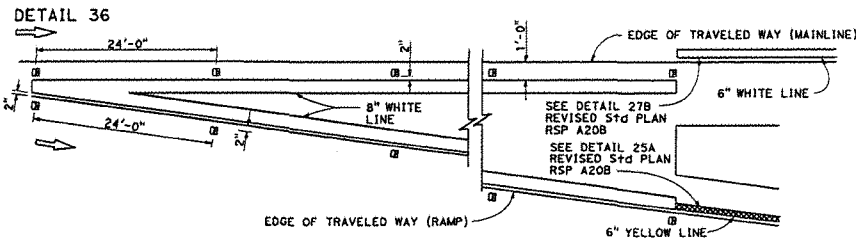
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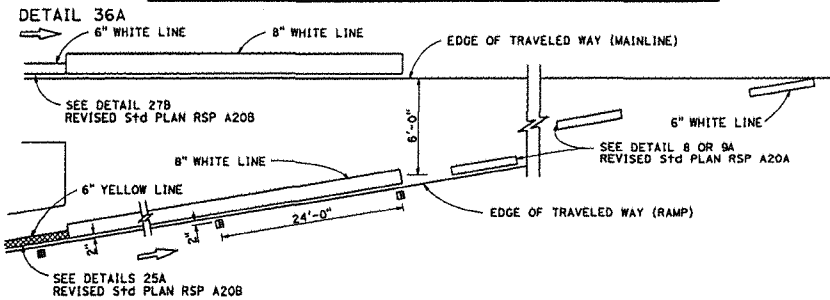
2015 REVISED STANDARD PLAN RSP A20B

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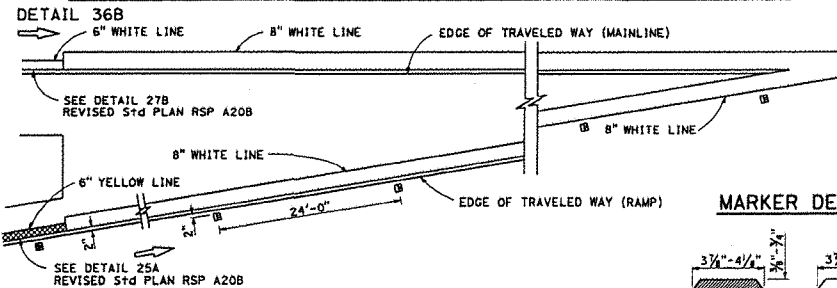
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT



ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT



ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT

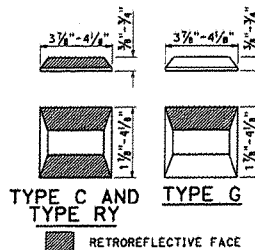


LEGEND:

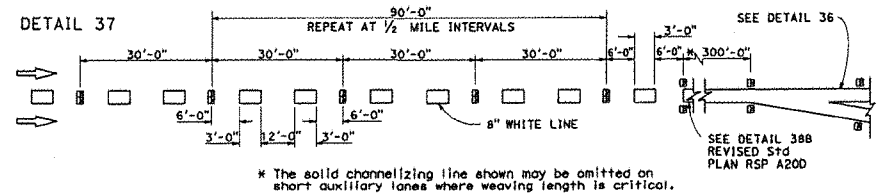
MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE RY RED-YELLOW RETROREFLECTIVE

MARKER DETAILS

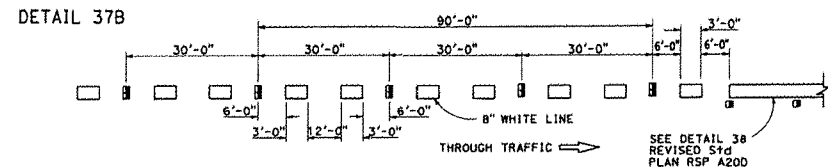


LANE DROP AT EXIT RAMP



~~DETAIL 37A~~ DETAIL 37A DELETED

LANE DROP AT INTERSECTIONS



~~DETAIL 37C~~ DETAIL 37C DELETED

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

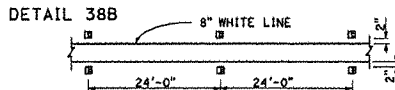
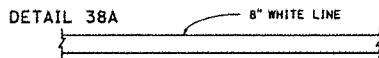
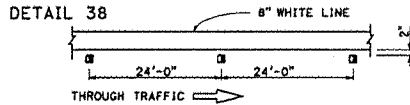
RSP A20C DATED APRIL 20, 2018 SUPERSEDES RSP A20C DATED JULY 21, 2017 AND STANDARD PLAN A20C DATED OCTOBER 30, 2015 - PAGE 14 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20C

2015 REVISED STANDARD PLAN RSP A20C

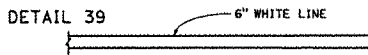
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CHANNELIZING LINE



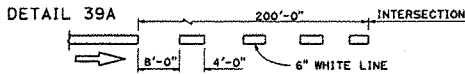
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BIKE LANE LINE

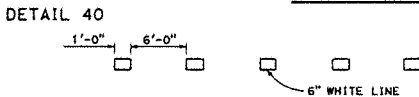


INTERSECTION LINE

BIKE LANE



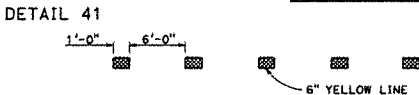
LANE LINE EXTENSIONS THROUGH INTERSECTIONS



DETAIL 40A DELETED

DETAIL 40A DELETED

CENTER LINE EXTENSIONS THROUGH INTERSECTIONS



DETAIL 41A DELETED

DETAIL 41A DELETED

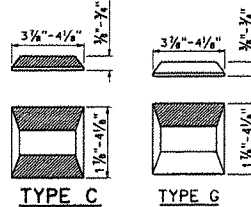
LEGEND

MARKERS

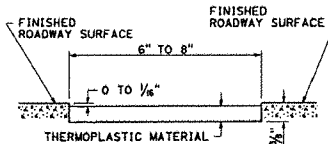
- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE

6" YELLOW LINE

MARKER DETAILS



RETROREFLECTIVE FACE

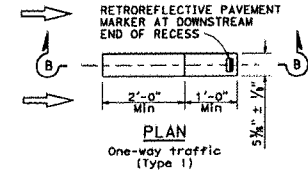
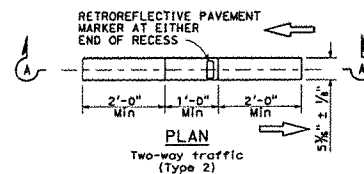
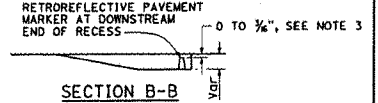
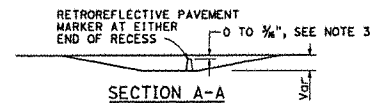


DETAIL FOR RECESSED THERMOELASTIC TRAFFIC STRIPE

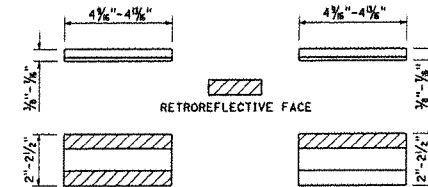
See Notes A and B.

RECESSED THERMOELASTIC NOTES

- A. See typical traffic line details for pavement marking patterns.
- B. The top of the thermoelastic installed in recessed pavement shall be 0 to 1/8" below the pavement surface.



RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER



TYPE C AND TYPE D TYPE G AND TYPE H

See Notes 1 and 2.

RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

RECESSED MARKER NOTES:

1. See typical traffic line details for marker patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement markers installed in recesses shall be 0 to 3/8" below the pavement surface.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A200 DATED APRIL 20, 2018 SUPERSEDES RSP A200 DATED JULY 21, 2017 AND STANDARD PLAN A200 DATED OCTOBER 30, 2015 - PAGE 15 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A200

2015 REVISED STANDARD PLAN RSP A200

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NOTES:

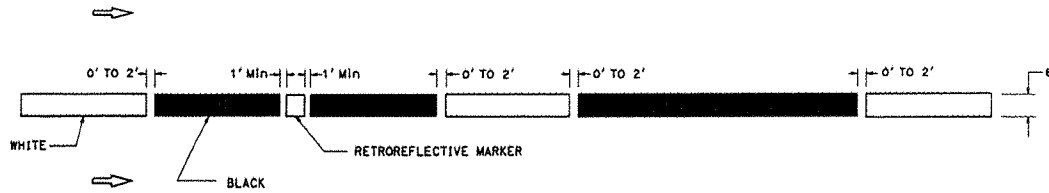
1. See Revised Standard Plans RSP A20A, RSP A20B, RSP A20C, and RSP A20D for pavement markers and traffic lines typical details.
2. Detail 9 traffic stripe shown, see project plans for traffic stripe details.

DIST.	COUNTY	ROUTE	PROJECT MILES	SHEET NO.	TOTAL SHEETS

Atifa Farouk
 REGISTERED CIVIL ENGINEER
 July 21, 2017
 PLANS APPROVAL DATE
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 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
 THE ACCURACY OR COMPLETENESS OF SCANNED
 COPIES OF THIS PLAN SHEET.

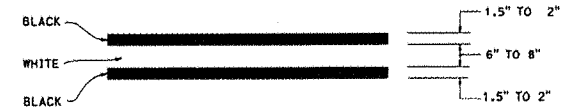
TO ACCOMPANY PLANS DATED _____

2015 REVISED STANDARD PLAN RSP A20E



OPTION 2
TYPICAL LANE LINE CONTRAST DETAIL

See Note 2



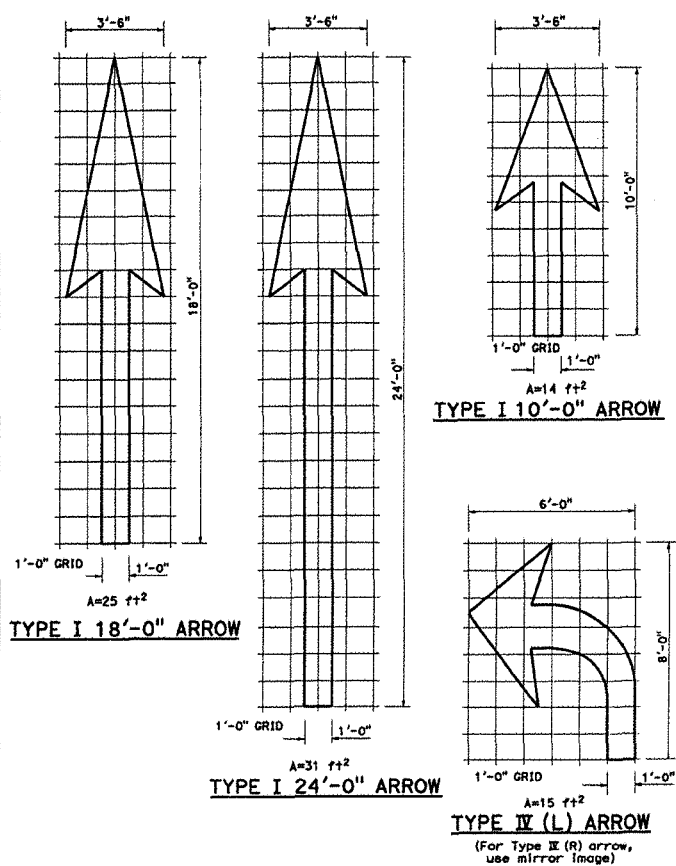
OPTION 1
TYPICAL LANE LINE OR RIGHT EDGE LINE CONTRAST DETAIL

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKERS
AND TRAFFIC LINES**
TYPICAL DETAILS FOR CONTRAST STRIPING
NO SCALE

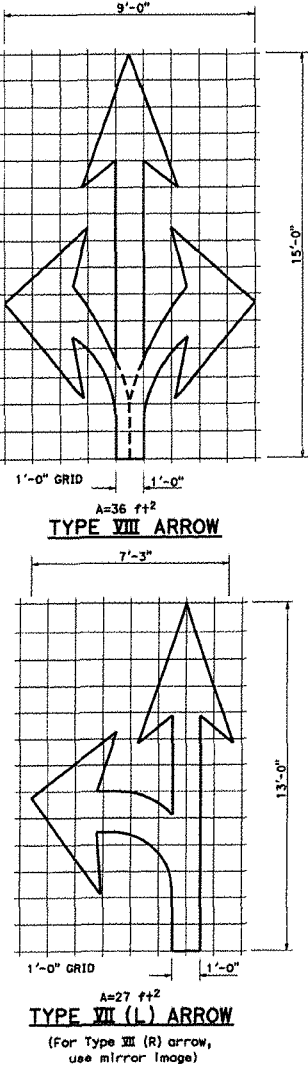
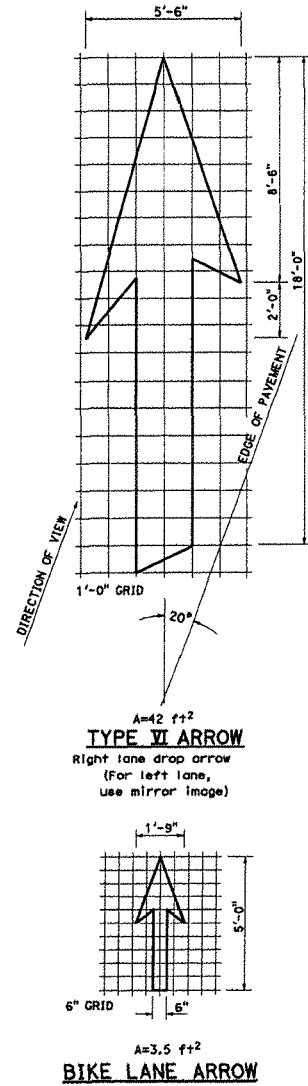
RSP A20E DATED JULY 21, 2017 SUPERSEDES RSP A20E DATED JANUARY 20, 2017
THAT SUPPLEMENTS THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20E

16



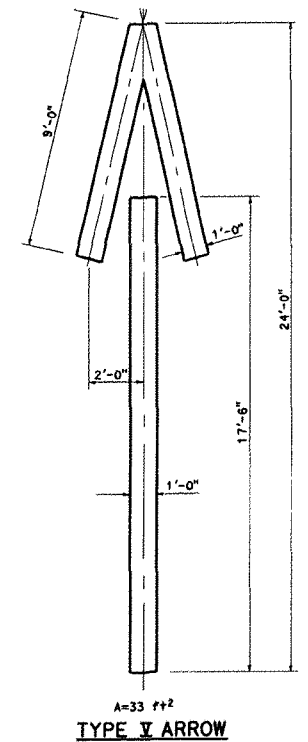
NOTE:
 Minor variations in dimensions may be accepted by the Engineer.



DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

Attila Ferencik
 REGISTERED CIVIL ENGINEER
 October 30, 2015
 PLANS APPROVAL DATE
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Attila Ferencik
 C80402
 2-31-17
 CIVIL
 STATE OF CALIFORNIA

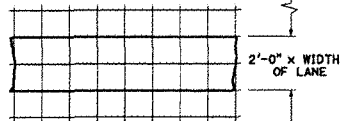
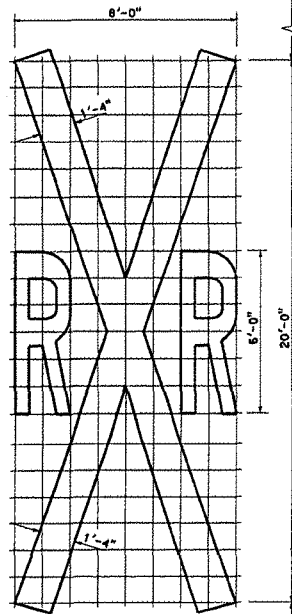


STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
 ARROWS**
 NO SCALE

A24A

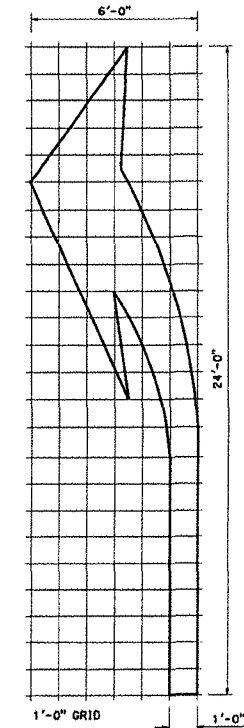
2015 STANDARD PLAN A24A

17

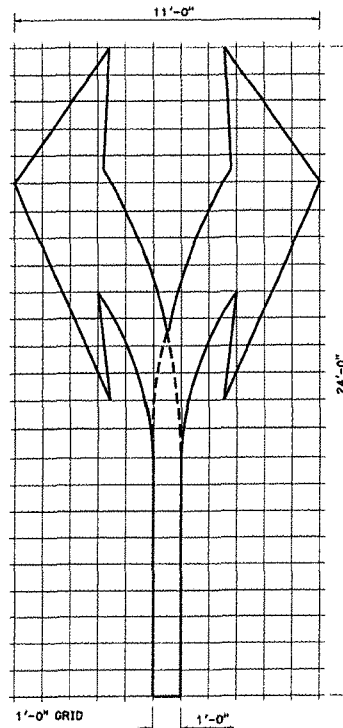


RAILROAD CROSSING SYMBOL

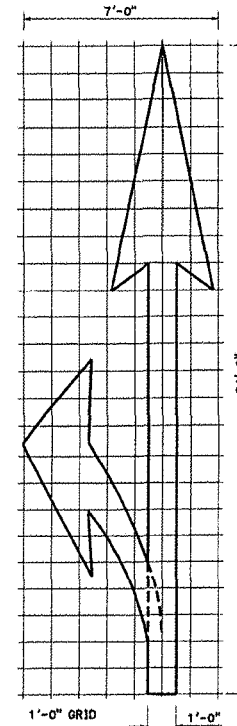
* 70 ft² does not include the 2'-0" x variable width transverse lines.



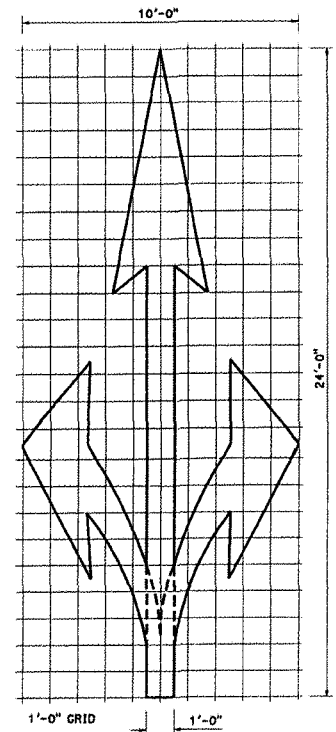
A=42 ft²
TYPE III (L) ARROW
(For Type III (R) use mirror image)



A=73 ft²
TYPE III (B) ARROW



A=45 ft²
TYPE II (L) ARROW
(For Type II (R) use mirror image)



A=59 ft²
TYPE II (B) ARROW

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION PAVEMENT MARKINGS ARROWS AND SYMBOLS

NO SCALE

A 24B

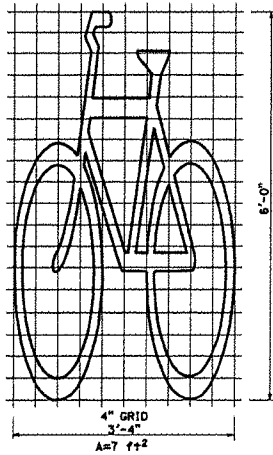
DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Atife Ferrell
REGISTERED CIVIL ENGINEER
October 30, 2015
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS
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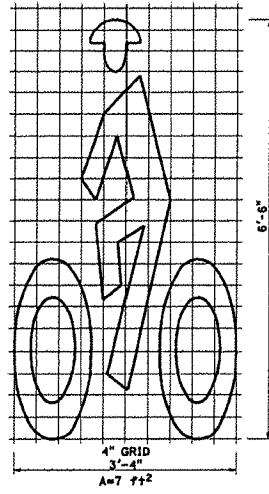
Atife Ferrell
C80402
2-31-17
(111)
STATE OF CALIFORNIA

2015 STANDARD PLAN A24B

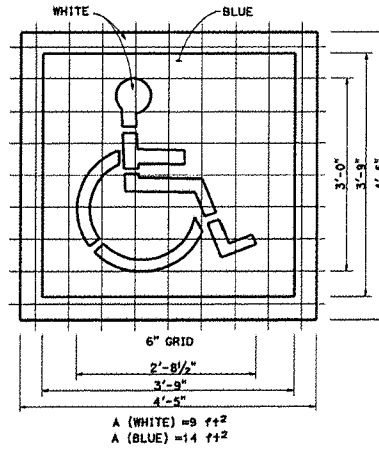
18



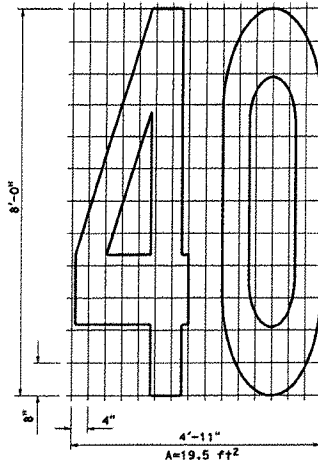
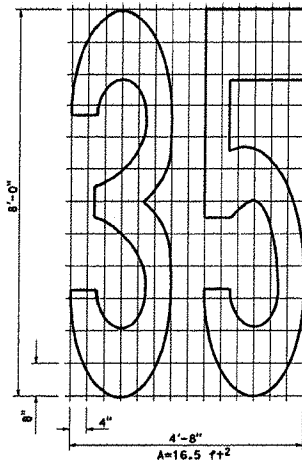
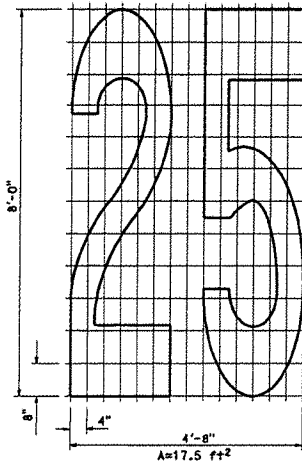
**BIKE LANE SYMBOL
WITHOUT PERSON**



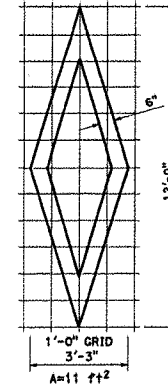
**BIKE LANE SYMBOL
WITH PERSON**



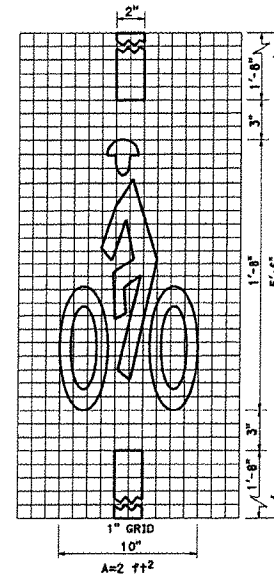
**INTERNATIONAL SYMBOL
OF ACCESSIBILITY (ISA) MARKING**



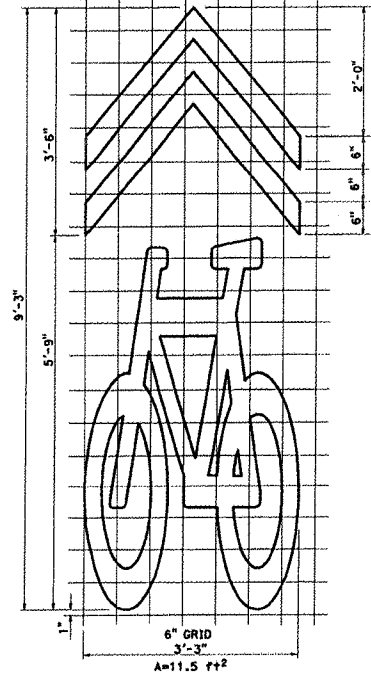
NUMERALS



DIAMOND SYMBOL



**BICYCLE LOOP
DETECTOR SYMBOL**



SHARED ROADWAY BICYCLE MARKING

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
SYMBOLS AND NUMERALS**
NO SCALE

A 24C

DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	No. SHEETS

October 30, 2015
PLANS APPROVAL DATE

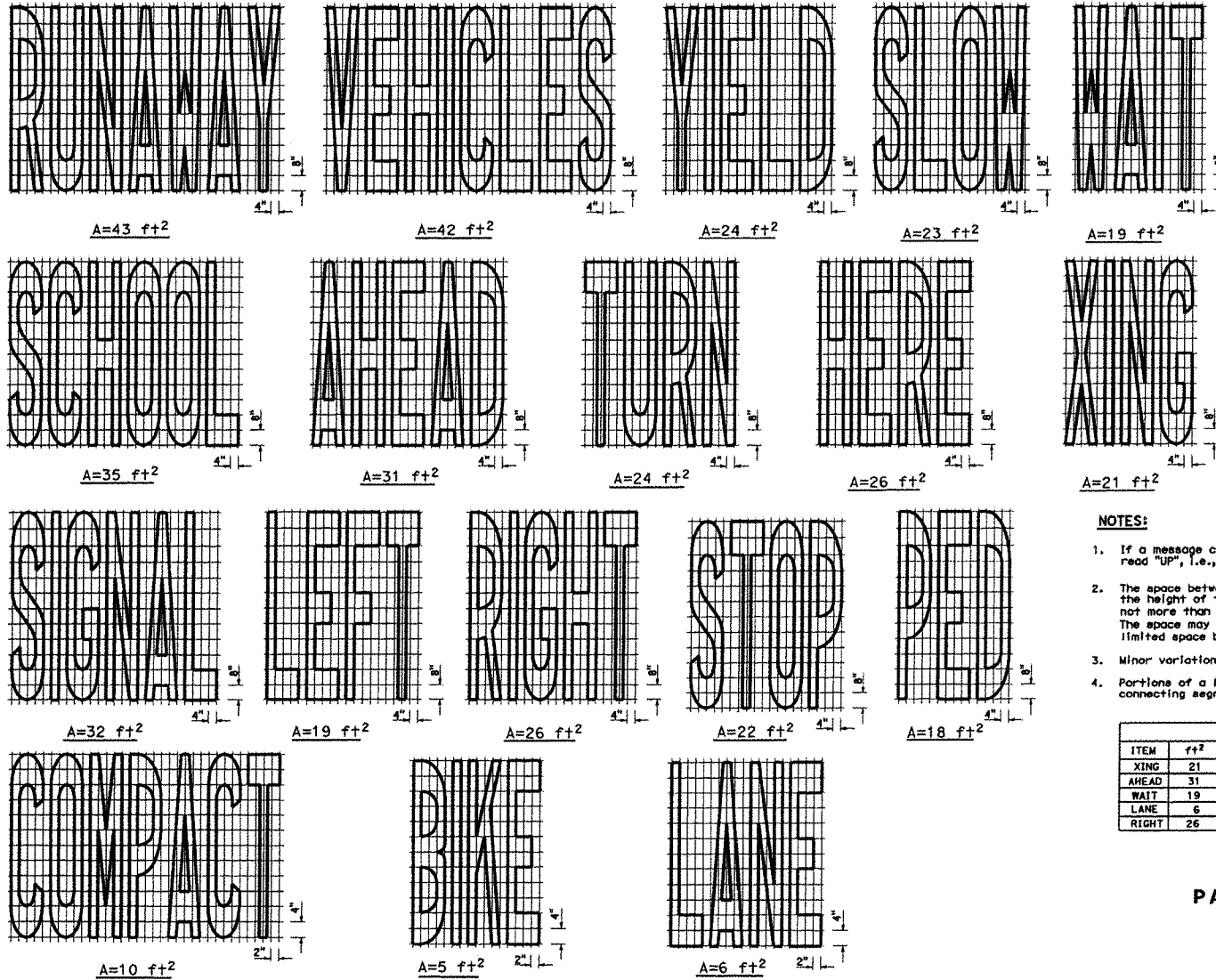
Alma Farout
REGISTERED CIVIL ENGINEER
C80402
Exp. 12-31-17
STATE OF CALIFORNIA

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NOTE:
Minor variations in dimensions may be accepted
by the Engineer.

2015 STANDARD PLAN A24C

3-22-11



DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
October 30, 2015 PLANS APPROVAL DATE REGISTERED CIVIL ENGINEER Alifa Faruqi PROFESSIONAL SEAL NO. 2-31-15 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SKETCHES COPIES OF THIS PLAN SHEET.				

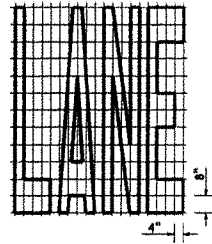
NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

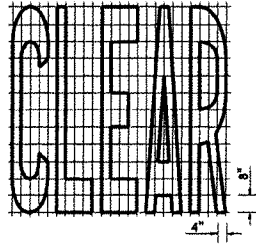
WORD MARKINGS					
ITEM	f+2	ITEM	f+2	ITEM	f+2
XING	21	YIELD	24	BIKE	5
AHEAD	31	SCHOOL	35	SLOW	23
WAIT	19	SIGNAL	32	STOP	22
LANE	6	TURN	24	LEFT	19
RIGHT	26	HERE	26	VEHICLES	42
				PED	18
				COMPACT	10
				RUNAWAY	43

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
WORDS**
NO SCALE

A24D



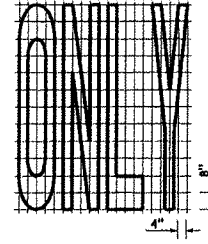
$A=24 f+2$



$A=27 f+2$



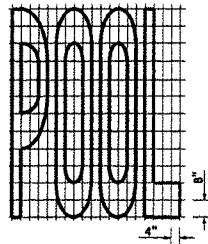
$A=21 f+2$



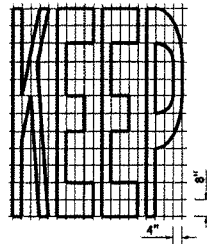
$A=22 f+2$



$A=14 f+2$



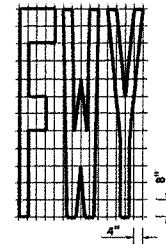
$A=23 f+2$



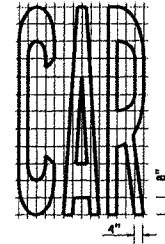
$A=24 f+2$



$A=20 f+2$



$A=16 f+2$



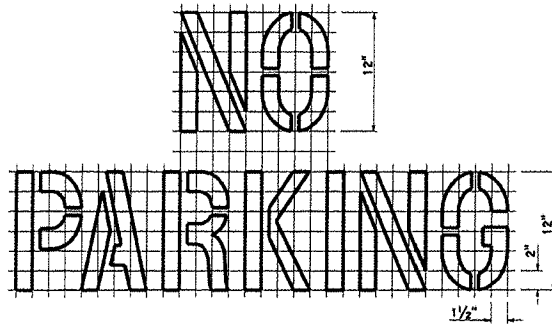
$A=17 f+2$

DATE	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
October 30, 2015					

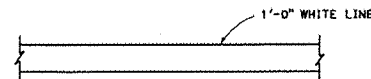
Alfonso Ferraz
 REGISTERED CIVIL ENGINEER
 October 30, 2015
 PLANS APPROVAL DATE
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Alfonso Ferraz
 C80402
 J-31-11
 CIVIL
 STATE OF CALIFORNIA

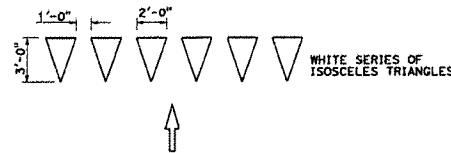
WORD MARKINGS			
ITEM	f+2	ITEM	f+2
LANE	24	NO	14
POOL	23	BIKE	21
CLEAR	27	BUS	20
KEEP	24	ONLY	22
		FWY	16
		CAR	17



$A=2 f+2$
 See Notes 6 and 7



LIMIT LINE (STOP LINE)



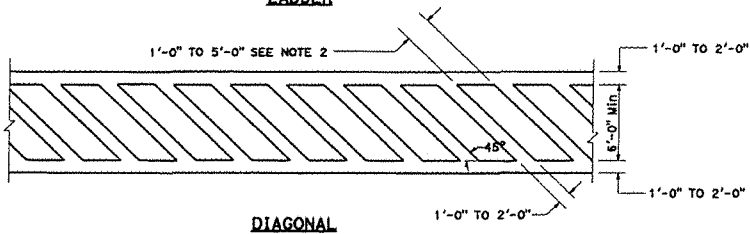
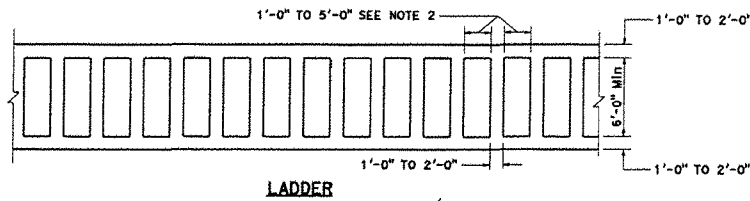
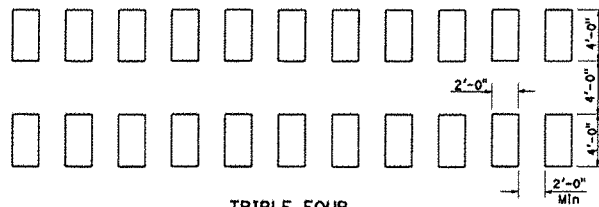
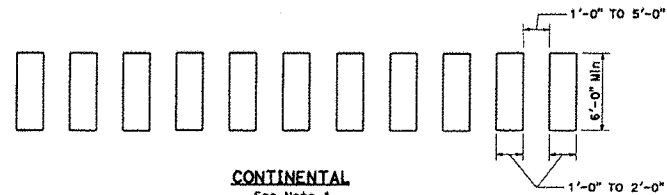
YIELD LINE

NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING", shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
WORDS, LIMIT AND YIELD LINES
 NO SCALE

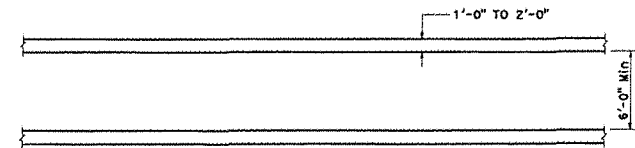
A 24E



HIGHER VISIBILITY CROSSWALKS

NOTES:

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 times width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
CROSSWALKS**
NO SCALE

A 24F

DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Oliver J. Farout
REGISTERED CIVIL ENGINEER
October 30, 2015
PLANS APPROVAL DATE

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COPIES OF THIS PLAN SHEET.

State Seal:
M. J. Farout
CRO402
Exp. 3-31-17
CIVIL
STATE OF CALIFORNIA

MAINTENANCE SERVICE AGREEMENT CHRISP COMPANY

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

1. **City Authority.** This Agreement is entered into pursuant to action of the Morgan Hill City Council taken on _____, _____, 20____.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2021 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by SERVICE PROVIDER shall be traffic signing, traffic striping and pavement markings as further described in **Exhibit A**.
4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:
 - 4.1. **Amount.** \$225,000.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed Two hundred and twenty-five thousand dollars and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement for up to one year pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to 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 for the extended term exceed 105% of the maximum compensation allowed to be paid to CONSULTANT for one year of service during the initial term of this Agreement.
 - 4.2. **Billing.** SERVICE PROVIDER shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by SERVICE PROVIDER on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 14 Notices. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or SERVICE PROVIDER shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination,

Attachment: Final CHRISP Maintenance Service Agreement (1780 : Award Traffic Signing and Striping Contract)

SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require SERVICE PROVIDER to complete certain work product or documents and SERVICE PROVIDER shall deliver to CITY all documents in its possession without additional compensation to SERVICE PROVIDER. The City Manager is authorized to terminate this AGREEMENT on behalf of CITY.

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

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

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

8.1. **Insurance Types and Amounts.**

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

- 8.1.2. Automobile Liability. SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own automobiles, then SERVICE PROVIDER shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.3. Workers' Compensation Insurance and Employer's Liability. SERVICE PROVIDER shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If SERVICE PROVIDER is self-insured, SERVICE PROVIDER shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 8.1.4. Pollution (Environmental) Liability. If the performance of SERVICE PROVIDER's work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, SERVICE PROVIDER shall procure and maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.5. Professional Liability.
- 8.1.5.1. If the performance of SERVICE PROVIDER's work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), SERVICE PROVIDER shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if SERVICE PROVIDER maintains a claims-made policy, SERVICE PROVIDER shall provide written evidence of such insurance to CITY for at least five (5) years after the completion of work performed under this Agreement.
- 8.1.5.2. If the performance of SERVICE PROVIDER's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers,

or other systems consultants), SERVICE PROVIDER shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

8.2.1. **General Liability.**

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

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

8.2.1.3. insurance shall be primary non-contributing.

8.2.2. **Workers Compensation.**

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

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

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

Certificate Holder address:

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

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

10. **Compliance with Law.**

- 10.1. SERVICE PROVIDER and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. SERVICE PROVIDER and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.
- 10.2. Without limiting the provisions of Section 10.1 above, each worker performing work under this Agreement shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. SERVICE PROVIDER shall post a copy of the applicable prevailing rates at the Worksite. Pursuant to Labor Code Section 1775, SERVICE PROVIDER and any Subcontractor shall forfeit to CITY as a penalty up to two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. SERVICE PROVIDER shall also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- 10.3. DIR Registration. CITY will not accept a Bid Proposal from or enter into a contract with a SERVICE PROVIDER, without first receiving proof to the satisfaction of CITY that SERVICE PROVIDER and its subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. Under Labor Code section 1771.4, this Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 10.4. Compliance with Wage and Hour Laws: SERVICE PROVIDER, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

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

Prior Judgments against SERVICE PROVIDER and/or its Subcontractors: BY SIGNING THIS AGREEMENT, SERVICE PROVIDER AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS

AGREEMENT – THAT SERVICE PROVIDER OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. SERVICE PROVIDER FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

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

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

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

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

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

Address of SERVICE PROVIDER is as follows:

Chris Company
43650 Osgood Road
Fremont, CA 94539-5631

Address of CITY is as follows:

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

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

16. **Maintenance of Records**.

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

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

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

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

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

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

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

21. **Defense and Indemnification.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF MORGAN HILL

 City Clerk/Deputy City Clerk

 City Manager

 Michelle Wilson
 Print Name

 Christina J. Turner
 Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

CHRISP COMPANY

 City Attorney

By: _____

 Donald A. Larkin
 Print Name

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

Date: _____

Date: _____

By: _____

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

Date: _____

 Contractor's License Number(s) (if applicable)

 Contractor's DIR Registration Number(s) (if applicable)

Expiration Date(s) _____

Expiration Date(s) _____

Seal:

U:\Legal Forms\Consultant Agreements\City Maintenance Service Agreement.Docx

Attachment: Final CHRISP Maintenance Service Agreement (1780 : Award Traffic Signing and Striping Contract)

EXHIBIT A SCOPE OF SERVICES

The Contractor will furnish all tools, equipment, apparatus, facilities, labor, service and materials to perform all work necessary to provide traffic signing and striping services. All labor, services, materials and equipment shall be furnished and said work performed and completed by the Contractor as an independent contractor, subject to the inspection and approval of the Community Services Director of the City of Morgan Hill, or his representative.

A. Pavement Restriping

Pavement markings shall conform to the latest of the State of California Department of Transportation Traffic Manual, Chapter 6, Markings (updated 4/7/17), and is classified by pattern, as follow:

1. **Single Traffic Line** Four (4) inch wide broken yellow line for center line; four (4) inch wide broken white line for lane line; solid four (4) inch yellow lead line.
2. **Double Solid Yellow Line** Double four (4) inch wide solid yellow line with a three (3) inch painted black line in between.
3. **Two-Way Left-Turn Lane** Double four (4) inch wide yellow line, one line broken and the other line solid, with a three (3) inch painted black line in between. (Note: This pattern is actually one-half of the entire pattern.)
4. **Edge Line**
 - a. **Single White** Solid four (4) inch wide white line is used on both streets and parking lots.
 - b. **Single Yellow Edge Line** Solid four (4) inch wide yellow line is used on streets and parking lots.
5. **Bike Lane Line** Solid six (6) inch wide white line, broken the last ninety-six (96) feet before each intersection (alternating four (4) feet of paint and eight (8) feet blank).
6. **Channelizing Line** Solid eight (8) inch wide white line.
7. **Lane Drop Line** Broken eight (8) inch wide white line.

All traffic stripes and pavement markings shall be consistent with these specifications and shall be painted by mechanical means. Stencils for legends shall conform to the latest **FEDERAL SPECIFICATIONS**. The City may furnish the stencil legends for use during the contract in order to match existing legends.

B. Bid Items

1. **Restriping.** These items shall be bid, measured and paid for on a per-lineal-foot basis. Payment shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all related work involved in completing this item as required by these Specifications.

2. Repainting legends. This item shall be bid, measured and paid for on a per-each basis. Payment shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all related work involved in completing this item as required by these Specifications.

C. Materials

1. All materials specified by brand name or number represent a level of quality. A different product may be used if it is equal or superior in all ways and is approved in advance by the City Representative. Paint shall not be thinned or reduced. The Contractor must note any deviations on proposals submitted.

Paint for traffic stripes and pavement markings shall be waterborne paint conforming to the following specification:

**Color
Specifications**

White, Yellow, Black
State Specification
No. 8010-20B

2. Traffic line paint glass beads shall be State of California Specification No. 8010 004 (Type II).

D. Methods of Application

1. Surface preparation: All dirt, oil, grease and other foreign matter shall be removed from the area of the pavement to be painted with traffic paint. No paint shall be applied until the City Inspector confirms that the surface has been adequately prepared.

2. Surface Conditions: Traffic paint shall not be applied when the air temperature is less than 40 Fahrenheit or when the pavement is appreciably wet or damp. No paint shall be applied until the City Inspector confirms that conditions are adequate.

3. Paint Application: Paint shall be applied with an airless striping machine, approved by the City Inspector. Where required, the striping machine shall be equipped with separate thermostatically controlled heating devices for each paint and bead pot. The machine shall be capable of applying paint whereby the lines and markings have clear-cut edges, true and smooth alignment, and uniform thickness. Drips, overspread, improper markings and paint tracked by traffic shall be immediately removed from the pavement surface by methods approved by the Engineer. All such removal shall be at the Contractor's expense.

4. All paint, beads, and related products used must be guaranteed by the contractor to be free from manufacturers defects for one (1) full year from the date of application.

5. Rates of Application: Paint and beads shall be applied at the following rates:

Legends and Other Pavement Markings

Repainting:

Paint 1 Gallon per 100 Square Feet

Glass Beads 6 Pounds per Gallon of Paint

A range is specified for some of the rates of application to allow for differences in texture of the pavement surface and in widths of lines. This does not imply that the rate of application can vary for a given classification or line.

6. Except where explicitly authorized by the City Representative, the painted lines shall exactly coincide with the original painting. A maximum 1/4" tolerance deviation is allowed.

7. All completed lines and markings shall be clean and sharp as to dimensions ragged ends of segments, fogginess along the sides or dribbling of paint on unpainted areas will not be permitted and shall be removed by the Contractor if they do occur.

8. The finished paint shall have an opaque, well-painted appearance with no black or other discoloration showing through.

9. The contractor shall exercise all reasonable precautions to protect the paint, as applied, during drying time. The Contractor shall remove all objectionable tracking identified by the City Representative by sandblasting or using high-pressure water.

10. During the contract period, the City may select any of the contractors' paint products to be used in the City and send them to an independent laboratory for testing. If the test sample meets the specification required, the City will pay for the test. If the sample does not meet the specification required, the Contractor shall pay for the test and all related costs of the test as well as the costs of removing all paint that does not meet the specification. In addition, the Contractor may be liable for breach of contract.

11. Raised Pavement Markers: The contractor shall replace any markers he paints, damages or removes.

12. All methods of operation shall be in accordance with all applicable Cal-OSHA and Federal regulations.

E. Coordinating Work

1. The Contractor shall provide a work schedule approved by the City Representative prior to start of work.

2. The Contractor shall schedule his work, in advance, with the City Representative.

3. The Contractor shall post approved temporary "No Parking" signs anywhere necessary at least twenty-four (24) hours, but no more than forty-eight (48) hours, in advance of work. The signs shall indicate the dates and times that no parking will be in effect. The Contractor will not be awarded extra working days due to delays caused by inadequate notice of property owners, unless otherwise approved by the City Representative.

4. The Contractor shall coordinate his schedule with any other work that might interfere or be impacted, including street resurfacing, street trenching or repair efforts and garbage pickup.

F. Daily Log

1. The Contractor shall meet at the conclusion of every work day with the designated City Representative to present a written record of the units completed for that day for approval (utilizing a Daily Log) and to propose and receive approval for work to be performed the next working day. The log will include where the work was done, linear feet and type of striping, and the work location for the following day.

The Contractor shall provide a computerized activity report to the City Maintenance Manager via e-mail to the with all invoices. No payment will be made without submittal of the report: The report shall include:

- i. Names of City staff who made the service call.
- ii. The number of hours spent for each service.
- iii. Materials used and quantities.

**EXHIBIT B
SCHEDULE OF COMPENSATION RATES**

Please see attached Schedule of Compensation Rates

Attachment: Final CHRISP Maintenance Service Agreement (1780 : Award Traffic Signing and Striping Contract)

SCHEDULE OF COMPENSATION RATES

Traffic Signing and Striping Maintenance in the City of Morgan Hill

Name of Contractor: CHRISP COMPANY

Total quantities per year cannot be estimated at this time. Please enter unit pricing for items described below.

No.	Item Description	Paint Bid Unit Price	Thermo Bid Unit Price
1	Paint Striping Detail 1	\$.25¢ /LF	\$.70¢ /LF
2	Paint Striping Detail 2	\$.42¢ /LF	\$.80¢ /LF
3	Paint Striping Detail 9	\$.42¢ /LF	\$.80¢ /LF
4	Paint Striping Detail 12	\$.42¢ /LF	\$.80¢ /LF
5	Paint Striping Detail 21	\$.50¢ /LF	\$ 1.40 /LF
6	Paint Striping Detail 22	\$.84¢ /LF	\$ 1.60 /LF
7	Paint Striping Detail 25	\$.42¢ /LF	\$.80¢ /LF
8	Paint Striping Detail 28	\$ 1.00 /LF	\$ 2.80 /LF
9	Paint Striping Detail 38	\$.34¢ /LF	\$ 1.50 /LF
10	Paint Striping Detail 38A	\$.50¢ /LF	\$ 1.40 /LF
11	Paint Type IV Arrow	\$ 45.00 /ea	\$ 60.00 /ea
12	Paint Type VII Arrow	\$ 80.00 /ea	\$ 110.00 /ea
13	Paint Type VIII Arrow	\$ 110.00 /ea	\$ 145.00 /ea
14	Paint Basic Crosswalk	\$ 6.00 /LF	\$ 10.00 /LF
15	Paint Continental Crosswalk	\$ 15.00 /LF	\$ 25.00 /LF
16	Paint Ladder Crosswalk	\$ 35.00 /LF	\$ 21.00 /LF
17	Paint STOP legend & Limit Line	\$ 120.00 /ea	\$ 180.00 /ea

18	Paint Other Pavement Markings	\$ <u>60.00</u> /ea	\$ <u>80.00</u> /ea
19	Paint Curb	\$ <u>2.00</u> /LF	\$ <u>2.00</u> /LF
20	Install Small Sign Panel on Existing Post	\$ <u>140.00</u> /ea	\$ <u>140.00</u> /ea
21	Install Medium Sign Panel on Existing Post	\$ <u>160.00</u> /ea	\$ <u>160.00</u> /ea
22	Install Large Sign Panel on Existing Post	\$ <u>180.00</u> /ea	\$ <u>180.00</u> /ea
23	Install Small Sign Panel on New "Telespar" Post	\$ <u>245.00</u> /ea	\$ <u>245.00</u> /ea
24	Install Medium Sign Panel on New "Telespar" Post	\$ <u>315.00</u> /ea	\$ <u>315.00</u> /ea
25	Install Large Sign Panel on New "Telespar" Post	\$ <u>435.00</u> /ea	\$ <u>435.00</u> /ea
26	Install City-provided Small Sign Panel on New "Telespar" Post	\$ <u>140.00</u> /ea	\$ <u>140.00</u> /ea
27	Install City-provided Medium Sign Panel on New "Telespar" Post	\$ <u>160.00</u> /ea	\$ <u>160.00</u> /ea
28	Install City-provided Large Sign Panel on New "Telespar" Post	\$ <u>180.00</u> /ea	\$ <u>180.00</u> /ea

Notes:

1. Detail and arrow numbers refer to Caltrans Standard Plan designation for striping and pavement markers.
2. Payment for any pavement markers required per the Caltrans Standard Plans for a given striping detail shall be considered as included in the bid unit price per detail number.
3.
 - a. Small Sign Panels are R16 and R17 (No Turn Symbol), R32 Series (No Parking), Type N, Street Name Signs and other signs sized 24" X 24" or less.
 - b. Medium Sign Panels are R1 (Stop), R1-2 (Yield), R2 (Speed Limit), R10 (One Way), W56 (Double Head Arrow), and other signs larger than 24" X 24" and up to 48" X 36".
 - c. Large Sign Panels are 60" X 48" and other signs larger than 48" X 36".

All traffic stripes and pavement markings shall be consistent with these specifications and shall be painted by mechanical means. Stencils for legends shall conform to the latest Federal Highway Administration (FHA) Specifications. The City may furnish the stencil legends for use during the contract in order to match existing legends.

2. HOURLY RATES FOR LABOR TO PERFORM WORK NOT INCLUDED IN BID SCHEDULE

During the contract term, City may request contractor to perform work not listed in the Bid Schedule. Procedures for engaging such additional services are contained in the Technical Specifications.

The contractor offers the specified labor categories at the indicated hourly rate for these additional services. Hourly rates shall include all direct and indirect costs.

For labor not listed below which is needed to perform additional work, the hourly rate shall be agreed upon between the City and contractor before additional services are performed.

LABOR CLASSIFICATION	HOURLY RATES		
	STRAIGHT TIME	OVERTIME	SUNDAY/HOLIDAY
1. <u>STRIPER</u>	\$ <u>112.50</u>	\$ <u>146.09</u>	\$ <u>179.69</u>
2.	\$	\$	\$
3.	\$	\$	\$
4.	\$	\$	\$

3. MARK-UP ON MATERIALS FOR WORK NOT INCLUDED IN BID SCHEDULE

Contractor will charge City the actual invoice of materials used for additional work plus a fee of:

25 % Percent

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

The work hours for any, and all traffic signing, and striping maintenance, replacement and new installation will be scheduled with City Maintenance Staff during regular business hours (7:00 a.m. to 6:00 p.m. Monday through Friday).

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

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

Attachment: Final CHRISP Maintenance Service Agreement (1780 : Award Traffic Signing and Striping Contract)



CITY COUNCIL STAFF REPORT

MEETING DATE: June 6, 2018

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

AWARD JANITORIAL SERVICE CONTRACT

RECOMMENDATION(S)

1. Award a two-year contract to Firato Service Company, Inc. in the amount of \$880,859; and
2. Authorize the City Manager to execute and administer the Service Agreement with Firato Service Company, Inc.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility

REPORT NARRATIVE:

The City contracts for janitorial services at several City facilities. The current contract expires on June 30, 2018. The purpose of this report is to summarize the results of the recent RFP process and request the Council's approval and authorization to enter into a new agreement for these needed services. The proposed term of the new service agreement is two years, starting on July 1, 2018, with an option to extend for one additional year.

The RFP was issued on February 12, 2018 and two bids were received on March 26, 2018. The RFP was posted on the City website, Public Purchase and the Online Planning Service. Four firms attended optional prebid walks of the City's facilities, and two firms submitted proposals.

The City evaluated the proposals using a "Best Value," methodology in which contractors meeting the minimum scoring in the Qualifications, Experience and References narrative were then evaluated based upon their cost proposals. A team of evaluators from the Community Services Department independently evaluated and scored the proposals based on the contractors' narrative, qualifications, experience and references. Both janitorial service providers exceeded the minimum qualifying score of 30 points (out of 40 points).

The table below summarizes a comparison of the costs proposed. Firato Service Company, a Morgan Hill company, was the lowest qualified bidder with a total bid of \$710,611.

Item	Firato Service Co.	Imperial Maintenance
Base Bid Services Amount	\$682,126	\$964,382
Bid Alt: Council Chamber Building	\$11,610	\$20,400
Bid Alt: Playhouse After Performance Cleaning	\$16,875	\$18,750
Grand Totals:	\$710,611	\$1,003,532

The Base Bid Services include regularly scheduled janitorial services at the Community and Cultural Center, Centennial Recreation Center, Dennis Kennedy Aquatics Center, Corporation Yard, Railroad Park, and the Downtown Parking Structure; as well as occasional “extra” service at the City Hall/Development Services Building, Council Chamber Building, and John R. Moreno Police Facility.

After reviewing the needs of the entire city, it was determined that the Police Facility, which has been serviced by a City employee, has a greater need for regular contract janitorial services than the Corporation Yard does. With this in mind, it is recommended that the City employee service the Corporation Yard with the Police Facility receiving service by Firato Service Company. The net result of increasing the Police Facility’s janitorial services and reducing the Corporation Yard janitorial services is an increase to the Base Bid Services of \$42,763. The total base bid services amount is now \$753,374. The Bid Alternates are Sunday cleanings at the Council Chamber Building and After Performance Cleanings at the Playhouse for \$11,610 and \$16,875, respectively.

Item	Amount
Base Bid Services Revised	\$753,374
Bid Alternate: Council Chamber Bldg.	\$ 11,610
Bid Alternate: Playhouse After Performance Clean	\$ 16,875
Grand Total:	\$781,859

Firato Service Company has been the City’s janitorial service provider since 2014. Over the past four years, Firato Service Company has provided the City with an improved level of service. Customer satisfaction has improved as the facilities’ public spaces are cleaner and more attractive.

Over the past four years, the City has amended Firato’s current service agreement several times to include additional cleaning services at City facilities. In anticipation of the occasional need for these additional services, staff has asked Firato to provide an hourly rate for additional services and an on-call janitorial rate for unexpected

emergencies. The hourly rate for additional services is \$25.00 per hour and the hourly rate for on-call emergency janitorial services is \$45.00. Over the two-year contract term there is anticipated to be the need for the following additional services:

Additional Services	Hourly Rate	Hours	Total
PD Janitorial On-Call Services	\$45	100	\$4,500
Extra Garage Cleaning	\$25	500	\$12,500
Additional Swim Meet Cleanings	\$25	500	\$12,500
Additional Carpet Cleanings	\$25	400	\$10,000
Misc. Facility Extras	\$25	400	\$10,000
Annual Amount			\$49,500
Amount for Two-Years			\$99,000

Staff recommends that \$99,000 in additional services be added to the amended base bid services price of \$781,859 for a total contract amount of \$880,859 or \$440,429.50 per year. This amount is an increase over the current contract amount primarily because it has been four years since the current contract was bid and labor and supply costs have increased over this time. Including the \$99,000 in potential anticipated additional services also increases the new contract amount, but the inclusion of these costs will allow staff to schedule and complete additional needed services more expediently. These costs will not be paid to the contractor unless additional services are needed.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the recommended janitorial services contract.

ALTERNATIVE ACTIONS:

The City Council could elect not to award this service agreement and request that the services be rebid in hopes of obtaining a lower bid. This action would require the extension of the current janitorial services contract until December 31, 2018 in order to allow enough time to rebid the services. Given that Firato's bid was \$292,921 lower than the second bidder, it is unlikely that a lower bid would be obtained.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council has previously approved contracts for janitorial services for over a decade. The City's current agreement was approved by the Council on June 4, 2014. Funding for the janitorial services agreement is included in the FY 2018-2019 and 2019-2020 Recommended Budget.

FISCAL AND RESOURCE IMPACT:

If approved, the total funding authorization for this agreement will be \$880,859. Funding for the janitorial services is accounted for in the Building Maintenance Fund (740) and

was included in various areas of the Draft FY 2018-19 and 2019-20 Budget. However, the originally proposed budget was approximately \$57,500 below the amount needed to fund the contract adequately. This increased amount is incorporated within the updated Recommended Budget.

CEQA (California Environmental Quality Act):

Categorical Exemption

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

LINKS/ATTACHMENTS:

1. Janitorial RFP 2018_posted 02082018
2. Firato Service Agreement_05232018



Request for Proposals (RFP) for Janitorial Services

The City of Morgan Hill is requesting proposals from qualified contractors to provide professional janitorial services at City Facilities in Morgan Hill for the period from July 1, 2018 to June 30, 2020.

**Proposals are due on Monday, March 26, 2018 at 2:30 p.m. at City Hall
located at
17575 Peak Avenue in Morgan Hill.**

REQUEST FOR PROPOSALS (RFP) INFORMATION

SECTION 1 – General Instructions and Information for Contractors
SECTION 2 – Janitorial Services Scope of Work and Special Provisions
SECTION 3 – Bid Proposal, Bid Schedule, Response to Technical Questions, Wage Theft Prevention Bid Certification

ATTACHMENTS

Sample Service Agreement including insurance requirements

SECTION 1 – General Instructions and Information for Contractors

Proposal Submission. Deliver sealed proposals to the City of Morgan Hill Community Services Department, City Hall, 17575 Peak Avenue, Morgan Hill, California 95037, by the due date and time above. Proposals must be addressed to the Community Services Department, and labeled as **“Response to RFP for City Janitorial Services.”**

Proposals will not be opened on March 26th. Following receipt of proposals, City Staff will review all proposals and schedule interviews with selected candidates. Interviews will be scheduled the week of April 11th. Once the review and scoring of all proposals has been completed, a tabulation of all proposals' scores will be posted on the City of Morgan Hill website.

Contractor is to complete the following bid documents and include them in the bid proposal package:

- 1) Bid Proposal
- 2) Bid Schedule
- 3) Response to Technical Questions
- 4) Wage Theft Prevention Bid Certification

These forms are provided in Section 3. Incomplete proposals will not be considered.

Request for Proposal (RFP) Schedule.

Janitorial RFP Schedule	
Feb. 9th	Notice of RFP posted on City Website and in Morgan Hill Times
Feb. 12th	RFP posted on Public Purchase and Online Plan Service
Feb. 13th-March 2nd	Informal Facility Tours by Keri Russell, City Maintenance Coordinator
March 5th	Deadline to Submit Questions in writing to Cynthia Iwanaga, Management Analyst
March 12th	City Responses to Written Questions Posted on Public Purchase and Online Plan Service
March 26th	Proposals Due no later than 2:30 p.m.
April 11th	Mandatory Interviews Scheduled This Week
May 16th	Contract Awarded by City Council
July 1st	Commencement of Two-Year Contract

Contractor Selection Criteria.

The City will be awarding this contract using a "Best Value" methodology including evaluation of price, responses to technical questions, and interview. Points will be awarded based on the following categories:

- 40 points** Qualifications, Experience, References (Based upon "Response to Technical Questions" Form, References & Interview)

60 points Janitorial Service Costs (Based upon Bid Schedule)

The **40-point allocation for Qualifications, Experience, and References** will be awarded based on the following criteria:

- 15 points Previous experience in providing a superior level of janitorial service at like-sized public and/or private facilities.
- 10 points Assessments of work quality, performance and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness.
- 5 points Qualifications of staff proposed to provide janitorial services at City Facilities.
- 10 points Well organized communication systems and electronic reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.

Examination of Contract Documents and Project Site(s). Each bidder is solely responsible for thorough review of the Request for Proposal (RFP) Documents and the examination of Project site(s) prior to submitting a Bid Proposal Package. Note that any areas and quantities noted are for informational purposes only. Bidders are responsible for inspecting the work locations and making their own area and quantity estimates.

Bidders are encouraged to contact Keri Russell, Maintenance Coordinator, to schedule a tour of city facilities before Friday, March 2nd. She can be contacted via e-mail at keri.russell@morganhill.ca.gov

Addenda. Any addenda issued prior to Bid Time shall constitute part of the Contract Documents. The City reserves the right to issue addenda prior to Bid Time.

Brand Designations and “Or Equal” Substitutions. Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words “or equal,” is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an “equal” item must be submitted with a written request for substitution.

Bonds. No Bonds are required.

License. The successful bidder will be required to obtain a City of Morgan Hill Business License.

City Representative. The designated City representative for this Request for Proposals (RFP) is Cynthia Iwanaga, Management Analyst at cynthia.iwanaga@morganhill.ca.gov

Submittal of Written Questions regarding this RFP. All questions regarding this RFP must be submitted in writing to Cynthia Iwanaga at cynthia.iwanaga@morganhill.ca.gov no later than **Monday, March 5th at 5:00 p.m.** The City will respond to all questions via an Addendum to be posted on Public Purchase and the Online Plan Service no later than Monday, March 12th at 5:30 p.m.

Insurance. If awarded the contract, the Bidder/SERVICE PROVIDER shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements within 10 days of receipt of the Notice of Award. The required insurance must cover the activities of SERVICE PROVIDER, including its subcontractors, employees and agents, relating to or arising from the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. **The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or “umbrella” policies, provided each such policy complies with the requirements set forth herein.** SERVICE PROVIDER further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days’ notice provided to SERVICE PROVIDER, at any time as deemed necessary to protect the interests of the CITY.

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

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

Workers’ Compensation Insurance and Employer’s Liability. SERVICE PROVIDER shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER’s combined insurance policies (including any excess or “umbrella” policies),

whichever is greater. If SERVICE PROVIDER is self-insured, SERVICE PROVIDER shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

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

General Liability.

1. The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;
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,
3. Insurance shall be primary non-contributing.

Workers Compensation.

1. 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.

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

Certificates. Contractor shall furnish City with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to the Contractor's agreement with the City shall be reduced, canceled, allowed to expire, or materially changed except after thirty (30) days' notice by the insurer to City, unless due to non-payment of premiums, in which case ten days written notice must be made to Owner. 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

Taxes. The proposal price shall include all applicable federal, state and local taxes.

Bid Protest. Any bid protest must be in writing and received by the City Attorney's Office at 17575 Peak Avenue, Morgan Hill, CA, (Fax: (408) 779-1592), before 5:00 p.m. no later than two (2) working days following posting of the RFP scoring results on the City Website (the "Bid Protest Deadline") and must comply with the following requirements:

Only a bidder who has actually submitted a Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest

The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder. Protected bidder must concurrently transmit a copy of the response and all supporting documents by fax or by e-mail, by or before the Response Deadline, to the protesting bidder and any other bidder who has reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

Rejection of Bids and Award of Contract. City reserves the right, acting in its sole discretion, to waive non-substantive bid irregularities, the right to accept or reject any and all bids, or to abandon the work entirely. The Contract will be awarded by City Council, if at all, within sixty (60) calendar days after conducting interviews on the basis of the bid most advantageous to the City.

SECTION 2: JANITORIAL SERVICES SCOPE OF WORK AND SPECIAL PROVISIONS

Introduction and General Information:

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

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

Janitorial Specifications are described in Sections 2 through 7.

1-2. TERM OF SERVICE The term of the contract will be from July 1, 2018 through June 30, 2020. The contract may be canceled or any portion thereof at any time during the term of service and such cancellations shall be effective upon giving sixty (60) days written notice. The City, at its option, may renew this contract for up to two, one-year periods, beginning on July 1, 2020. This option will be exercised only if the contractor has demonstrated superior performance in provision of janitorial services to the City.

Pricing entries in Bid Schedule of Proposal Package applies to the period of July 1, 2018 to June 30, 2020. For services beginning on July 1, 2020, the Contractor may request a percentage adjustment to the pricing for all services equal to the Consumer Price Index (CPI) for the San Francisco Bay Area Counties. This request must be in writing ninety (90) days prior to the end of July 1, 2020.

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

- The Community and Cultural Center is open Monday-Thursday 8:00 a.m. – 10:00 p.m., Friday-Saturday 6:00 a.m. – 1:00 a.m. and Sunday 8:00 a.m. - 1:00 a.m.
- Council Chambers – On Sundays the building will close by 8:00 p.m. and reopen Monday at 7:00 a.m.
- Centennial Recreation Center is an active facility on weekdays from 4:30 a.m. to 10:00 p.m., Saturday-Sunday from 6:30 a.m. to 8:00 p.m.
- Aquatics Center is open weekdays from 5:00 a.m. to 8:00 p.m. (9:00 p.m. June through October), Saturdays from 7:00 a.m. to 12:00 p.m. (summer season to 6:30 p.m.), and Sundays 11:30 a.m. to 6:30 p.m. (summer season only). “Summer season” is the Wednesday prior to Memorial Day through the third weekend in August.” See Section 5-11: Aquatics Center Summer Season Schedule on page 35.
- Railroad Park – Cleaning hours are from 12:00 a.m. to 7:00 a.m.
- Downtown Parking Garage - Cleaning hours are from 12:00 a.m. to 7:00 a.m.
- City Hall/DSC Building- Annual services to be coordinated with City Maintenance Staff
- MH Police Department- Annual carpet cleaning to be coordinated with City Maintenance Staff

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

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

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

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

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

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

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

- a. Facility surfaces and fixtures shall be free of dust, streaks, smudges and cobwebs. Tools such as feather dusters, which merely displace or redistribute dust, shall not be used unless treated to attract and hold the dust particles. All items moved to accomplish the task shall be returned to their original positions.
- b. Surfaces surrounding the entrance area shall be free of dirt, dust, fingerprints and have a clean appearance. Glass shall be free of streaks, smudges, fingerprints, etc.
- c. All walls should be spot cleaned to include removal of fingerprints and marks.
- d. Entrance mats shall be cleaned so that there is no dirt left on surfaces or on the floor underneath.
- e. Blinds shall be free of dust and give an overall clean appearance
- f. Furniture surfaces including tables and chairs shall be free of dirt, dust, debris, marks and film.
- g. Chrome and metal surfaces shall present a clean uniform shining appearance free of all soil, marks, smudges and streaks
- h. Disinfected surfaces shall be free of material containing living bacteria, viruses, or

- other contamination capable of causing infections.
- i. Dispensers will be disinfected, present a clean uniform shining appearance free of all soil, marks, smudges and streaks and will have an adequate supply of the applicable dispensed products.
 - j. Restroom, kitchen and fountain fixtures shall be disinfected and there will be no dust, dirt, spots or debris on the fixtures.
 - k. Glass surfaces shall be free of all dirt, soil, smudges, streaks, smears, film or any other foreign substances. All excess spray solution must be removed from any surrounding trim or surfaces. Glass must have a uniformly bright appearance. Any items moved to accomplish this task must be returned to their original positions.
 - l. Areas shall be policed to remove paper, trash, empty bottles, containers, any other discarded materials, cleaning spills, wet/muddy footprints. Policed areas shall be free of debris and present an overall clean, neat appearance.
 - m. Trash and recycle receptacles shall be considered properly clean when both the inside and outside are clean, free of stains, dried refuse and odors, and a plastic liner replaced, if necessary.
 - n. Restrooms shall be considered properly cleaned when the floors are mopped and fixtures, urinals, toilets, waste receptacles, wash basins, faucets, handles, dispensers, partition stalls and doors are cleaned with an odorless germicidal solution. All glass, chrome, and stainless steel surfaces shall be cleaned and buffed to a shine, waste receptacles emptied, and dispensers refilled.
 - o. Urinal cartridges need to be changed as needed when not draining properly.
 - p. All trash/waste and soiled liners shall be removed from all trash/waste containers when and a new plastic liner fitted into the containers.
 - q. Shower walls, ceilings, enclosures, grout and fixtures shall be cleaned with a germicidal solution and chrome/stainless steel buffed to a shine. There shall be no mold or odor remaining. Shower curtains shall be washed with a germicidal solution with no mold or odor remaining. Shower safety mats shall be considered properly cleaned when they are washed with a germicidal solution.
 - r. Carpet spot cleaning shall remove completely any evidence of the soiling which necessitated the cleaning and return the finish of the area to its pre-soiled condition without leaving rings or discoloration.
 - s. Sweeping or dust mopping shall remove all loose dirt, grit, lint, dust, debris, or other foreign material with no build up in corners, crevices, under or around furniture. All items moved to remove dirt shall be returned to their original locations.
 - t. Damp mopped floors shall be free of all dirt, debris, soil, liquids or other foreign material. All splash marks and spots on walls/furniture/fixtures shall be removed before completion of the damp mopping task. All items moved to accomplish the task shall be returned to their original positions. Mop and mop bucket needs to be rinsed after each use.
 - u. Vacuuming shall remove all dust, dirt, lint and any other loose material. All items moved during this process shall be returned to their original positions.
 - v. A floor that has been wet mopped or scrubbed with a mechanical scrubber shall be free of all dirt, debris, soil, liquid, or other foreign material. It will present a uniform appearance free of streaks, smudges, heel marks, or any other marks, which can reasonably be removed using these methods. All splash marks/spots on walls and furniture/fixtures shall be removed before completion of the task. All items moved during this process shall be returned to their original positions. Floor

- scrubbing shall not remove floor finish.
- w. Concrete and linoleum floors shall be resealed to maintain a uniform shiny surface.
- x. Day Porters on duty at any facility shall be available to respond within twenty minutes to any of the contract locations to cleanup reported problems such as spills or accidents.
- y. Safety Data Sheets (SDS) must be provided for all chemicals used at each facility. SDS sheets must be updated on an annual basis.

1-8 OUTCOME-BASED CONTRACT AND INSPECTION PROBLEM RESOLUTION PROCESS

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

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

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

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

The Contractor will provide electronic versions of the monthly inspections to the City by the 10th of the following month as to each site's compliance with City standards. An action plan with deadlines must be provided to the City to indicate when corrections will be made if an area is deemed "below standard". Failure to turn in inspections by the

deadline will result in a monthly payment being withheld until inspections are turned in, and one hundred dollars (\$100) deduction from their monthly payment.

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

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

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

The parties will observe the following progressive problem resolution process:

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

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

1-10. MATERIALS AND EQUIPMENT The Contractor shall, at all times, furnish and maintain equipment necessary to perform work under this contract. If equipment breaks down, the Contractor is responsible to complete the work within 24 hours. If the Contractor is unable to complete the work within that time period, the City may deduct

the applicable portions, pro rata, from the payment to the Contractor.

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

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

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

1-12. FINGERPRINTING AND BACKGROUND CHECKS All Contractor staff who will be working on City facilities during business hours must pass a background check a State of California Department of Justice Criminal Records Check. The Record Check may be performed at the Morgan Hill Police Department located at: 16200 Vineyard Boulevard, Morgan Hill, CA 95037.

The Contractor is responsible for maintaining and updating background check information for their employees. The Contractor will be charged approximately \$83 per each employees' background check.

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

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

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

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

Main Building: (7 days/week)

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

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

Restroom Information

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

800 square feet of restroom area (Tile and vinyl)

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

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

- odor free.
- c. Vacuum all carpeted areas.
- d. Dust mop hardwood floors with fiber mop or approved treatment method.
- e. Sweep and damp mop all non-carpeted and non-hardwood floor areas with approved cleaner.
- f. Spot clean/mop all carpets/floors as necessary.
- g. Clean all entry/exit door windows inside and out.
- h. Clean door handles with approved cleaner.
- i. Spot clean walls, mirrors and windows with approved cleaner.
- j. Dust, wipe down or vacuum all furniture including tables and chairs, cabinets, and countertops.
- k. Spot clean and remove any gum, residue or stains from all areas with approved methods
- l. Clean all white boards.
- m. Wipe down all tables.
- n. Dust all baseboards and sills.

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

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

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

- a. Empty wastebaskets and recycle containers as needed; replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Sweep and then damp mop floor with approved cleaner.
- d. Clean door handles with approved cleaner.
- e. Spot clean walls and windows with approved cleaner.
- f. Spot clean and remove any gum, residue or stains from all areas with approved methods
- g. Wipe down all tables and chairs in the room.
- h. Dust all baseboards and sills.

2-5. CHILDREN'S PAVILION – 6 days/week service (Sun – Fri)

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

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

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

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

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

approved methods

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

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

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

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

- p. Wipe down all door hinges.

2-10. BIMONTHLY SERVICES (Every other month)

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

2-11. QUARTERLY SERVICES

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

2-12. SEMI-ANNUAL SERVICES

- a. Strip, wax, and buff all vinyl floors per approved methods.
- b. Remove all restroom floor drains, scrub clean and replace.
- c. Clean all windows inside and out for the entire facility. (Does not include high windows, in the El Toro Room, Hiram Morgan Hill Room and Playhouse.

2-13. ANNUAL SERVICES

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

2-14. COMMUNITY & CULTURAL CENTER DAY PORTER SERVICES

- a. DESCRIPTION
The City requires day porter service for daytime service for regular and as needed duties. The day porter would be responsible for janitorial duties outlined in the contract, but are needed during the day because of high customer use.
- b. DAY PORTER COMMUNITY AND CULTURAL CENTER
The CCC requires daytime janitorial to clean the main building restrooms, hallway, Hiram Morgan Hill Room and other locations as needed starting at 2:00 pm and ending at 4:00 pm on Wednesdays yearround.
- c. DAY PORTER AS NEEDED
City staff will request assistance for daytime janitorial for special events and other activities that do not occur on a regular basis. Staff would provide a minimum of one week of notice for such requests.

2-15. SPECIAL CLEANING SERVICES AT PLAYHOUSE FACILITY (PERFORMANCE

CLEANING)

It is estimated that the playhouse will be scheduled 125 nights per year which will require cleaning services to be provided on an as needed basis. The use schedule of the facility will be provided by the 15th of the prior month. Late schedule additions may occur, with a minimum of 48 hours provided. Areas of cleaning include the lobby, seating area, entry, hallways, and restrooms.

- a. Clean restrooms per Section 2-7 (Staff Office Areas).
- b. Clean all litter/waste from seating area.
- c. Empty wastebaskets and recycle containers as needed; replace plastic liners.
- d. Vacuum all carpeted areas.
- e. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- f. Spot clean all carpets/floors/theater seats as necessary.
- g. Clean door handles with approved cleaner.
- h. Spot clean walls, mirrors and windows with approved cleaner.
- i. Dust, wipe down or vacuum all theatre seats, cabinets, and countertops.
- j. Wipe down banisters.
- k. Spot clean and remove any gum, residue or stains from all areas with approved methods
- l. Wipe down all tables.
- m. Dust all baseboards and sills.
- n. Clean all entry/exit windows inside and out

2-16. COMMUNITY CENTER SITE INFORMATION AND FACILITY DIAGRAM

Room Information

Room Name	Size	Carpet	Vinyl	Hardwood	Tile	Epoxy	Laminate
Main Building:							
Hiram Morgan Hill Room	4594	3196					1398
Hallway btwn Hiram & Kitchen	360		360				
Main Hallways	3870	3870					
Kitchen	600					600	
Poppy Jasper Room	625					625	
Diana Murphy Room	625		625				
Miramonte Dance Room	780			780			
Office Areas	750	600	150				
Madrone Room	650	650					
Machado Room	400	400					
El Toro Room	1770			1770			
Restrooms	740				740		
Children's Pavilion	800		800				
PlayHouse:							
Seating Area	1566	1566					

Entry	100				100		
Lobby	612	612					
Walkways	640		640				
Restrooms	400		400				
Dressing Rooms	120		120				
Dressing Rm Bathrooms	90		90				
Total for Rooms Needing Service	20092	10894	3185	2550	840	1225	1398

Restrooms	Basins	Toilet Bowls	Urinals
Main Building Men's	4	4	3
Main Building Women's	4	8	0
Children's Pavilion (child)	1	1	0
Children's Pavilion (adult)	1	1	0
Playhouse Men's	2	2	2
Playhouse Women's	2	5	0
Playhouse Dress 1	1	1	0
Playhouse Dress 2	1	1	0
Totals	10	14	3

2017 Facility Rental Information

	Days with Banquets	Days with Meetings
Hiram MH Room	165	191
El Toro Room	45	162

Facility #2: COUNCIL CHAMBERS

17555 Peak Avenue

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

3-1. RESTROOMS AND MAIN BUILDING – Sunday Only

- a. Empty wastebaskets and replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Clean all mirrors and surrounding stainless steel/chrome with disinfectant.
- d. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.
- e. Clean/disinfect all toilets and urinals; damp dry all external surfaces; clean all stainless steel/chrome.
- f. Urinal cartridges need to be changed as needed when not draining properly.
- g. Clean all counters, fixtures and dispensers.

- h. Clean door handles with approved cleaner.
- i. Replenish all paper supplies and soap dispensers.
- j. Damp wipe/disinfect partitions (inside and out), doors, walls and tile.
- k. Hose/mop floors with disinfectant.
- l. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- m. Dust all sills and light fixtures.

3-2. COUNCIL CHAMBERS, MEETING ROOMS, OFFICES AND HALLWAYS – Sundays Only

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

3-3. KITCHEN/BREAK ROOM – Sundays Only

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

3-4. SEMI-ANNUAL SERVICES

- a. Truck mounted steam extraction of all carpeted areas.
- b. Strip, scrub and wax (5) coats on all vinyl floors, wipe clean baseboards

- c. Scrub, degrease and disinfect all tile and grout floors (restroom/lobby/hallway)

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

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

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

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

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

- a. Empty wastebaskets and recycle containers as needed; replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Dust mop floors and remove dirt from joints in concrete.

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

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

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

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

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

- j. Spot clean and remove any gum, residue or stains from all areas with approved methods.

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

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

4-6. KIDS CLUB ROOM – service required 7 days/week service

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

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

- a. Empty wastebaskets and recycle containers as needed; replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Dust mop floors including under equipment and then damp mop floor with approved cleaner.
- d. Dust, wipe down or vacuum all furniture, cabinets, and countertops.

- e. Clean all entry/exit door windows inside and out.
- f. Spot clean walls, windows and mirrors with approved cleaner.
- g. Clean door handles with approved cleaner.
- h. Clean and wipe down all drinking fountains
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods.

4-8. GYMNASIUM AND AEROBICS ROOM – 7 days/week service

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

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

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

4-10 LIFEGUARD ROOM (Once a week)

- a. Empty wastebaskets and recycle containers as needed; replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free .
- c. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.

- d. Clean all entry/exit door windows inside and out.
- e. Clean door handles with approved cleaner.
- f. Spot clean walls and windows with approved cleaner.
- g. Dust, wipe down or vacuum all furniture, cabinets, and countertops.
- h. Replace burnt out light bulbs as necessary.
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods

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

- a. Janitorial supply rooms are to be kept clean and orderly at all times. Tools should be properly labeled and stored.
- b. Exterior trash receptacles and recycle containers located in enclosed patios and inside the pool area are to be emptied as needed; replace plastic liners. Clean receptacles.
- c. All doors and windows are to be checked, closed and locked securely.
- d. Report graffiti to Centennial Recreation Center staff leaving a work order in the Facility Maintenance Worker's in-box.
- e. Clean all drinking fountains.
- f. Collect cardboard, flatten and place in recycle bins.
- g. Scrub all tile floor areas using approved methods.
- h. Damp mop stained concrete floors with approved cleaner.
- i. Clean all ground level windows in Main Lobby inside and out.
- j. Dust and remove spider webs from the ceilings, window sills, blinds, light fixtures, skylights, cabinets, crevices, counters, desks and open spaces up to 10 feet in height.
- k. Apply tile cleaner on all showers, restroom walls, and tile surfaces.
- l. Vacuum and spot clean all entry mats and clean floor below mats
- m. Vacuum all ground level vents and dust exterior of ceiling level vents.
- n. Wipe down all door hinges.
- o. Clean all ground level interior window sills.
- p. Remove, clean and replace all light fixtures lower than 10 feet in height.
- q. Dust TV's and fans in Fitness, east hallway and Aerobics Rooms.
- r. Dust and/or wash interior walls (floor to ceiling or 10 ft.) removing dust and debris.
- s. Wipe down all tables and chairs in the room.

4-12. MONTHLY SERVICES

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

4-13 TRIENNIAL (Three times a year) SERVICES

- a. Clean all windows inside and out for the entire facility once each during the Summer, Fall and Spring seasons. (Includes high windows, in the Natatorium, Gym and other areas). Use approved cleaner to remove hard water spots.

4-14. QUARTERLY SERVICES

- a. Shampoo carpeted areas four times annually as scheduled with the City staff.
- b. Pressure wash all pavement at facility front entrance. Schedule with City staff.

4-15. SEMI-ANNUAL SERVICES

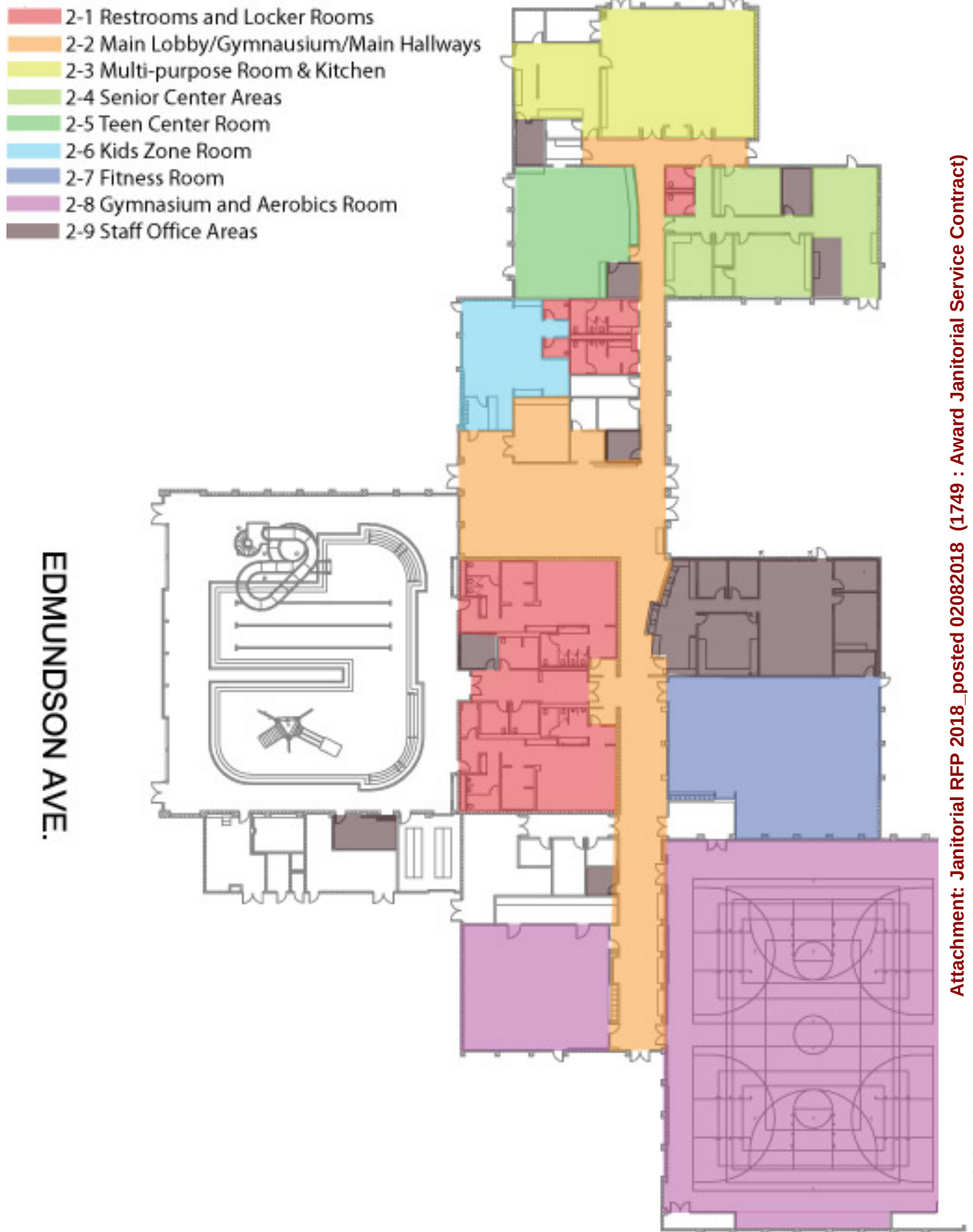
- a. Strip, wax, and buff all linoleum floors per approved methods.
- b. Strip, wax, and buff all tile floors per approved methods in west wing restrooms, locker rooms, family changing rooms, hallway and senior center restrooms.
- c. Remove all floor drains, scrub clean and replace.
- d. Remove, dust,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

4-16 ANNUAL SERVICES

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

4-17. DAY PORTER SERVICES

- a. Day Porter Services to be provided by one male and one female custodian, Monday – Friday 11:00 a.m. – 1:00 p.m and from 5:00 p.m. – 7:00 p.m. ; Saturday and Sunday 12:00 p.m. – 2:00 p.m. (These are starting and ending hours).
- b. Work to include: Clean and disinfect restrooms, restock dispensers, empty trash containers.
- c. Dust mop floor gymnasium and aerobic room floors between scheduled activities
- d. Clean locker rooms
- e. Disinfect drinking fountains as needed
- f. Damp mop floors as needed
- g. Walk building for litter & debris, outside entrances and parking lot
- h. Clean entrance doorways and glass as needed.
- i. Spot clean walls and doors throughout facility.
- j. Day Porters must sign in and out each day at the front desk.

4-18. CRC SITE INFORMATION AND FACILITY DIAGRAM

Centennial Recreation Center Room Information

Room Name	Size	Carpet	Concrete	Vinyl	Hardwood	Tile	Epoxy	Rub
Sr. Ctr. Lobby/Reception/Hallways	1127	1127						
Sr. Coord. Office	132	132						
Activity Room 1	464	464						
Activity Room 2	308	308						
Computer Room	277	277						
Sr. Ctr. Restrooms	112					112		
West Wing Hallways	1280		1280					
West Wing Restrooms	500					500		
Multi-Purpose Room	1796			1796				
Kitchen	623						623	
Nutrition Office	124			124				
Teen Juice Bar Area	88			88				
Teen Center	1401			1401				
Teen Coord. Office	109	109						
Main Lobby	2100	518	1582					
Membership Office	102	102						
Vending Alcove	103		103					
Party Room	331		331					
Kid Zone Room	970			970				
Kid Zone Restrooms	96					96		
East Wing Hallway	2020		2020					
Main Reception/Hallway	456	456						
Assoc. Exec. Office	104	104						
MSA Office	106	106						
Staff Work Room	359			359				
Staff Cubicles	812	812						
Facility Manager's Office	131	131						
Staff Break Room	241			241				
Locker Room Hall	310					310		
Men's Locker Room/Restrooms	1173					1173		
Women's Locker Room/Restrooms	1211					1211		
Family Changing Room 1	132					132		
Family Changing Room 2	94					94		
Family Changing Room 3	94					94		
Aquatics Office	122					122		
Lifeguard Break Room	204						204	
Fitness Room	3001							3001
Health & Fitness Dir. Office	91	91						
Gymnasium	10684				10684			
Aerobics Room	1753				1753			
Total for Rooms Needing Service	35141	4737	5316	4979	12437	3844	827	3001
Restrooms	Basins	Toilets	Urinals	Showers				
Sr. Center – Men's	1	1						
Sr. Center - Women's	1	1						
West Wing – Men's	2	1	2					
West Wing - Women's	2	3						
Kid Zone - Boys		1						
Kid Zone - Girls		1						
Locker Room – Men's	4	3	4	7				

Attachment: Janitorial RFP 2018_posted 02082018 (1749 : Award Janitorial Service Contract)

Locker Room - Women's	4	7		7
Locker Room - Families	3	3		3
Basins in other Rooms	6			
Totals	23	21	6	17

Facility #4: DENNIS KENNEDY AQUATICS CENTER
16200 Condit Road

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

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

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

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

- a. Empty wastebaskets and recycle containers as needed; replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- d. Clean all entry/exit door windows inside and out.
- e. Clean door handles with approved cleaner.
- f. Spot clean walls and windows with approved cleaner.
- g. Dust, wipe down or vacuum all furniture, cabinets, and countertops.

- h. Spot clean and remove any gum, residue or stains from all areas with approved methods
 - i. Clean cob webs with extension pole
 - j. Clean the glass of the display case inside and out.
- 5-3. SMALL (TEAM) LOCKER ROOMS & FAMILY CHANGING ROOMS – 6 days/week service (M-Sat) / Summer Season Daily
- a. Empty wastebaskets and recycle containers as needed; replace plastic liners.
 - b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
 - c. Clean all mirrors and surrounding stainless steel/chrome with disinfectant.
 - d. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.
 - e. Clean/disinfect all toilets and urinals; damp dry all external surfaces; clean all stainless steel/chrome.
 - f. Urinal cartridges need to be changed as needed when not draining properly.
 - g. Clean all counters, fixtures and dispensers.
 - h. Clean door handles with approved cleaner.
 - i. Replenish all paper supplies and soap dispensers.
 - j. Damp wipe/disinfect partitions (inside and out), doors, walls and tile.
 - k. Sweep and then mop floors with disinfectant.
 - l. Wipe and dry all benches.
 - m. Wipe all lockers (front, top, inside and out) with a damp cloth and disinfectant. Remove any belongings left in lockers and place in Lost & Found bin in the Main Office.
 - n. Remove all hair and debris from shower drains.
 - o. Wash all shower walls and floors with shower foam disinfectant (approved by the City).
 - p. Replace burnt out light bulbs as necessary.
 - q. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- 5-4. LARGE LOCKER ROOMS - 6 days/week service (M-Sat) / Summer Season Daily
- a. Empty wastebaskets and recycle containers as needed; replace plastic liners.
 - b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
 - c. Clean all mirrors and surrounding stainless steel/chrome with disinfectant.
 - d. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.
 - e. Clean/disinfect all toilets and urinals; damp dry all external surfaces; clean all stainless steel/chrome.

- f. Urinal cartridges need to be changed as needed when not draining properly.
- g. Clean all counters, fixtures and dispensers.
- h. Clean door handles with approved cleaner.
- i. Replenish all paper supplies and soap dispensers.
- j. Damp wipe/disinfect partitions (inside and out), shower curtains, doors, walls and tile.
- k. Sweep and then mop floors with disinfectant.
- l. Wipe and dry all benches.
- m. Wipe all lockers (front, top, inside and out) with a damp cloth and disinfectant. Remove any belongings left in lockers and place in Lost & Found bin in the Main Office.
- n. Remove all hair and debris from shower drains.
- o. Wash all shower walls and floors with shower foam disinfectant (approved by the City).
- p. Replace burnt out light bulbs as necessary.
- q. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- r. Pressure wash rubber mat in women's team locker room

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

- a. Empty wastebaskets and recycle containers as needed; replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpets
- d. Sweep and then mop floors.
- e. Clean all counters, fixtures and sinks.
- f. Clean door handles with approved cleaner.
- g. Wipe clean all tables and chairs
- h. Replenish all paper supplies and soap dispensers.
- i. Spot clean walls.
- j. Spot clean windows
- k. Replace burnt out light bulbs as necessary.
- l. Spot clean and remove any gum, residue or stains from all areas with approved methods.

5-6. ENCLOSED OUTDOOR AREAS – Off Season: 1x per month; Summer Season Daily

- a. Empty exterior trash cans and recycle receptacles as needed, replace liners
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Pressure wash picnic area (tables & ground) and ground directly in front of the concessions stand and BBQ areas.
- d. Wipe clean exterior showers, lockers and fountains

5-7. THROUGHOUT FACILITY

- a. Clean all showers, restroom walls, and tile surfaces with approved cleaner.
- b. Pressure wash all epoxy floors in the team, main and family changing rooms
- c. Vacuum and spot clean all entry mats including floors underneath mats.

5-8. QUARTERLY SERVICES

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

5-9. SEMI-ANNUAL SERVICES

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

5-10. SPECIAL CLEANING AND DAY PORTER SERVICES

- a. Daily Cleaning for Swim Meets – all Summer Season daily tasks.
- b. End of Swim Meet Cleaning – all Summer Season daily tasks plus pressure washing pavement around the competition pool, instructional pool and walkways between grass and water slides.
- c. Day Porter Service – Two day porters, one male and one female will be needed daily (7 days) for 4 hours per day from late May through mid-August and weekends only from mid-August through mid-September.
- d. Day Porters must sign in and out at the front desk.

5-11. AQUATICS CENTER SUMMER SEASON SCHEDULE

The Aquatics Center operates year round, and has a very high use during the Summer Swim Season. The Summer Season comprises of:

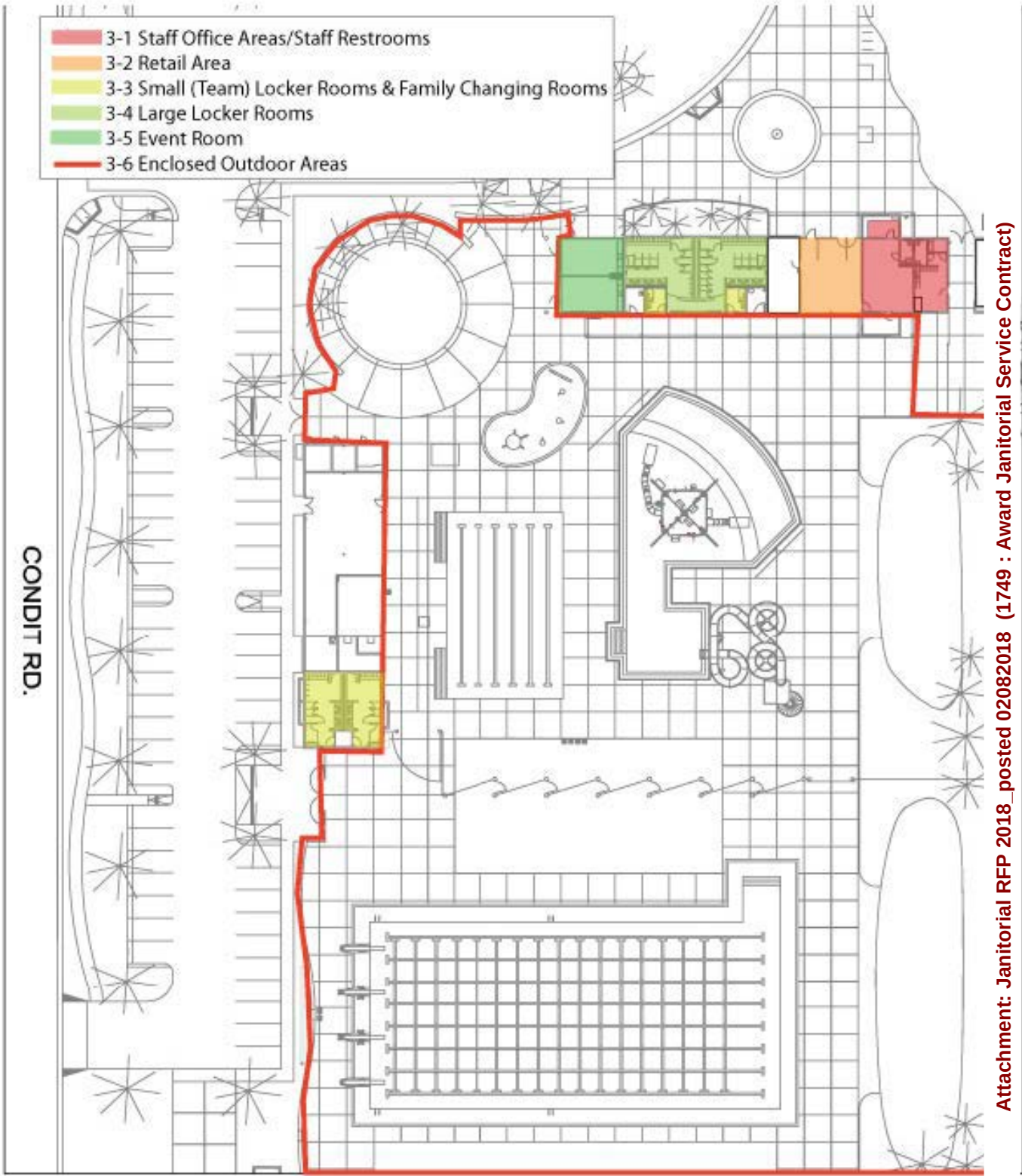
- a. The Wednesday prior to Memorial Day through the third weekend of August - 7 days per week.
- b. From the third weekend in August through the third weekend in September the facility has high usage on Weekends and Labor Day. Weekday service during this period will be similar to off-season service.

5-12. AQUATICS CENTER SITE INFORMATION AND FACILITY DIAGRAM

Room Information

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

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



Facility #5: PUBLIC WORKS CORPORATION YARD
100 Edes Court

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

6-1 RESTROOMS – 5 days/Monday- Friday

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

Restroom Information

Restrooms	Basins	Toilet Bowls	Urinals	Shower Stalls
Office Building	3	4	2	0
Bays	2	3	1	2
Totals	5	7	3	2

6-2 STAFF OFFICE AREAS, MEETING ROOMS & HALLWAYS – 5 days/Monday -Friday service

- a. Empty wastebaskets and recycle containers as needed; replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas including visible areas under furniture.
- d. Sweep and damp mop all non-carpeted floor areas with approved cleaner.
- e. Spot clean/mop all carpets/floors as necessary.

- f. Clean all entry/exit door windows inside and out.
 - g. Clean door handles with approved cleaner.
 - h. Spot clean walls, mirrors and windows with approved cleaner.
 - i. Dust, wipe down or vacuum all furniture, cabinets, and countertops.
 - j. Spot clean and remove any gum, residue or stains from all areas with approved methods
 - k. Wipe down all tables daily and wipe down chairs every Monday or Friday.
 - l. Dust all baseboards and sills.
- 6-3 BREAKROOM – 5 days/Monday - Friday service
- a. Empty wastebaskets and trash containers; replace plastic liners.
 - b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
 - c. Sweep and then damp mop floors with approved cleaners.
 - d. Clean and wipe down cabinets, and countertops.
 - e. Wash out basins with approved cleanser, rinse and dry; damp dry basin traps.
 - f. Clean all counters and appliance surfaces (microwave ovens, toaster, coffee maker, refrigerators, etc.) with approved cleaners.
 - g. Rinse out coffee pots and wash any dishes in sink
 - h. Spot clean walls and windows with approved cleaner.
 - i. Clean door handles with approved cleaner.
 - j. Wipe down all tables daily and wipe down chairs every Monday or Friday
 - k. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- 6-4 MISCELLANEOUS SERVICES TO BE PERFORMED DAILY AS NEEDED – 5 days/Monday - Friday Service
- a. Janitorial supply rooms are to be kept clean and orderly at all times. Tools should be properly labeled and stored.
 - b. All doors and windows are to be checked, closed and locked securely.
 - c. Report graffiti to the Maintenance Manager, leaving a work order in the Manager's in-box.
 - d. Collect cardboard, flatten and place in recycle bins.
 - e. Report location of all burnt out light bulbs to Maintenance Manager, leaving a work order in the Manager's in-box.
 - f. Spray buff floors in all restrooms
 - g. Clean all ground level windows at office building entrance.
 - h. Dust and/or wash interior walls (floor to ceiling) removing dust and debris.
 - i. Dust and remove spider webs from the ceilings, window sills, blinds, light fixtures, , cabinets, crevices, counters, desks and open spaces.
 - j. Apply tile cleaner/approved cleaner on restroom walls and tile surfaces.
 - k. Vacuum all floor mats and clean underneath.
 - l. Dust ceiling level vents.
 - m. Remove, clean and replace all light fixtures lower than 10 feet in height.

- n. Wipe down all door hinges.

6-5 QUARTERLY SERVICES

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

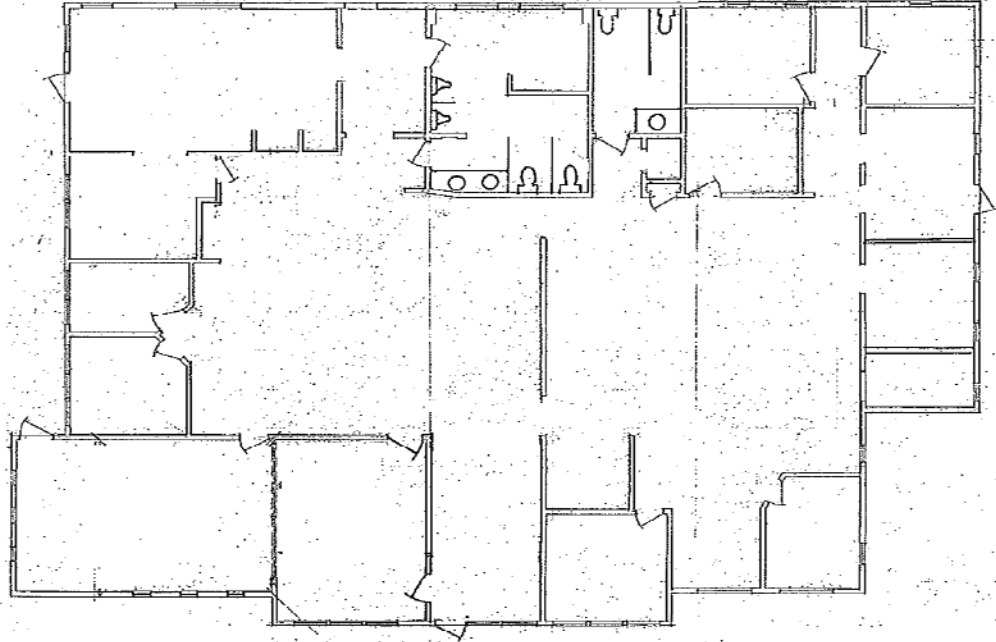
6-6 TRIENNIAL SERVICES

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

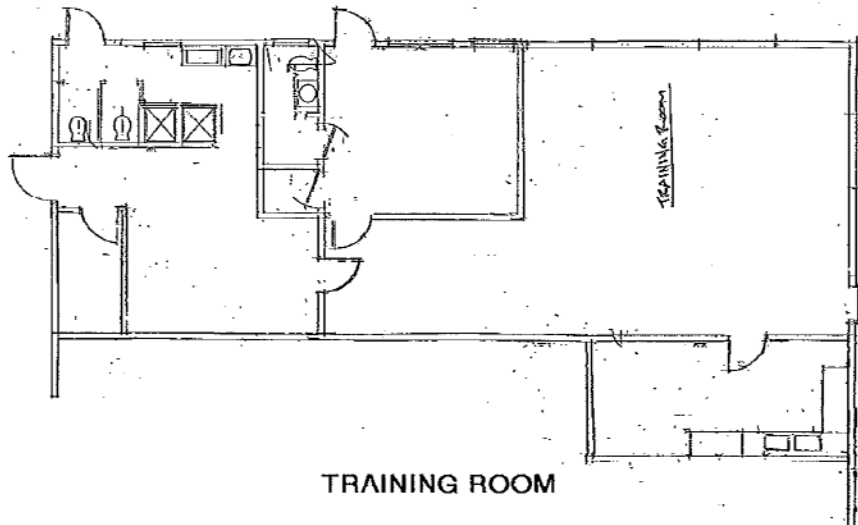
6-7 SEMI-ANNUAL SERVICES

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

**6-8 PUBLIC WORKS CORPORATION YARD – SITE INFORMATION AND FACILITY
DIAGRAM**



OFFICES



TRAINING ROOM

PUBLIC WORKS CORPORATION YARD

Facility #6: RAILROAD PARK
Depot Street between Third and Fourth Streets

7-1 RESTROOMS – Service 7 days/week

- a. Empty trash cans and replace plastic liners as needed. Take trash to the parking structure dumpster.
- b. Clean all mirrors and surrounding stainless steel/chrome with disinfectant
- c. Wash out basin with approved cleanser, rinse and dry; damp dry basin traps
- d. Clean/disinfect all toilets, damp dry all external surfaces; clean all stainless steel/chrome
- e. Clean all counters, fixtures, and dispensers
- f. Clean door handles
- g. Replenish all paper supplies and soap dispensers
- h. Damp wipe doors, walls
- i. Hose/mop floors with disinfectant
- j. Spot clean and remove any gum, residue or stains from all areas with approved methods
- k. Check lights and report outages to the Maintenance Coordinator or designated representative same day
- l. Dust ceiling, fixtures and walls as needed
- m. Report all graffiti to Maintenance Coordinator or designated representative same day

7-2 RAILROAD PARK/PARKING LOT – Service 7 days/week

- a. Litter pick up throughout entire park and parking lot
- b. Empty trash/recycling if ½ full or more and take trash to the parking structure dumpster.
- c. Clean and wipe down all drinking fountains
- d. Clean all body fluids and spills anywhere in the park/parking lot
- e. Report all graffiti to Maintenance Coordinator or designated representative same day

Facility #7: DOWNTOWN PARKING GARAGE
50 East Third Street

8-1 DAILY SERVICES

- a. Litter pick up throughout the garage (including stairwells and underneath)
- b. Empty trash/recycling if ½ full or more and put in the parking structure dumpster.
- c. Inspect elevator function and report any problems same day
- d. Inspect elevator for damage or graffiti and report any problems same day
- e. Clean all body fluids and spills anywhere in the garage and elevator
- f. Clean elevator floors
- g. Wipe down the entire inside of the elevator
- h. Remove any postings, tape, string, etc
- i. Check lights and report outages to the Maintenance Coordinator or designated representative same day

8-2 WEEKLY SERVICES

- a. Clean elevator doors (inside and out) with stainless steel cleaner

- b. Dust and clean the handrails, maps, EV chargers, phones, trash/recycle receptacles

**Facility #8: CITY HALL/DEVELOPMENT SERVICES CENTER (DSC) BUILDING
17575 Peak Avenue**

- 9-1 ANNUAL SERVICES
 - a. Truck mounted steam extraction of all carpeted areas.
 - b. Strip, scrub and wax (5) coats on all vinyl floors, wipe clean baseboards
 - c. Scrub, degrease and disinfect all tile and grout floors (restroom/lobby/hallway)

**Facility #9: POLICE DEPARTMENT
16200 Vineyard Drive**

- 10-1 ANNUAL SERVICES
 - a. Truck mounted steam extraction of all carpeted areas.

SECTION 3

- 1) Bid Proposal
- 2) Bid Schedule
- 3) Response to Technical Questions Form
- 4) Wage Theft Prevention Bid Certification

Note that each document included in this section must be included in bid proposal package.

Proposal to Furnish Janitorial Services at City of Morgan Hill Facilities

_____ (“Bidder”) hereby submits this Bid Proposal to the City of Morgan Hill (“The City”) for the above-referenced project (“Project”) in response to the Notice Inviting Proposals and in accordance with the Contract Documents referenced therein.

1. **Base Bid.** Bidder proposes to perform and fully provide Janitorial Services as specified in the Contract Documents, for the two-year (2) time period from July 1, 2018 to June 30, 2020, for the following price (“Base Bid”):

_____ Dollars (\$ _____).

2. **Addenda.** Bidder acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

3. **Bidder’s Warranties.** By signing and submitting this Bid Proposal, Bidder warrants the following:

3.1 Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder’s knowledge there are no errors, omissions, or discrepancies in the Contract Documents.

3.2 Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.

3.3 Bidder is fully qualified to perform the Work.

3.4 Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid.

4. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, that within ten (10) days following issuance of the notice of award to Bidder, Bidder shall:

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

4.1 Enter into a Contract with The City in accordance with the terms of this Bid Proposal, by signing and submitting to The City the Contract form included with the Contract Documents; and

4.2 Submit to The City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

This Bid Proposal is hereby submitted on _____, 20__:

s/ _____
Name and Title [print]

Company Name

Address Phone

City, State, Zip Fax

Email

Attachments:

- 1) Bid Schedule
- 2) Response to Technical Questions Form
- 3) Wage Theft Prevention Certification

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

ATTACHMENT 1**BID SCHEDULE**

Janitorial Services at Morgan Hill City Facilities

Bid Item	Item	Column A	Column B
		Annual Amount	Bid Total: Two-Year Amount
1.	Community and Cultural Center	\$	\$
2.	Council Chamber Building	\$	\$
3.	Centennial Recreation Center	\$	\$
4.	Dennis Kennedy Aquatics Center	\$	\$
5.	City Corporation Yard	\$	\$
6.	Railroad Park	\$	\$
7.	Downtown Parking Garage	\$	\$
8.	City Hall/Development Services Center (DSC) Building	\$	\$
9.	Police Department	\$	\$

Bid Total (Column B)	
-----------------------------	--

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

ATTACHMENT 2

RESPONSE TO TECHNICAL QUESTIONS FORM JANITORIAL SERVICES RFP

Please provide a brief narrative entitled, “**Attachment 3-Response to Technical Questions from Janitorial Services RFP**,” which answers the questions in Sections 1 through 4 below (***Please include your company’s complete legal name and form of entity, for example, “corporation,” on each page***):

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects: (Up to 15 points)

Please answer the following:

1. How many years has your company been in business under its present business name?
2. Describe your previous experience providing janitorial like-sized public agencies and/or private companies.
3. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement.
4. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

Section 2: Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients: (Up to 10 points)

1. List three (3) like-sized customers that you have provided ongoing janitorial services to within the last three (3) years. Provide the following information for each contact:
 - a. Customer Name
 - b. Customer Contact Name
 - c. Phone Number
 - d. Number of years your firm has provided janitorial services to Customer.
 - e. Names of facilities/locations where services have been provided.

Section 3: Qualifications of Staff to be assigned to provide janitorial services at City Facilities. (Up to 5 points)

1. Attach an organizational chart for your company, or the local office that would service this contract.
2. For the local office to serve this contract, list the following:
 - A. Total number of staff assigned to City of Morgan Hill
 - B. Names and qualifications of key staff including years in the industry and with your firm.
 - C. Number of new hires in the last six months.
3. Briefly describe your employee training program and requirements.

Section 4: Well organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City. (Up to 10 points)

1. Describe the systems your company uses to communicate between supervisors, office staff and field staff. Also describe the systems you use to assign, track, and evaluate work performed by your employees.
2. Describe your existing customer service program, how you would monitor customer satisfaction, how complaints will be resolved and your plan for quality control.
3. Describe your communication plan to assure proper communication between your representative and the City's representative.
4. Describe in detail your Safety Program.

Attachment 3

Wage Theft Prevention Bid Certification

(To be executed by bidder and submitted with bid)

All Bidders are expected to have read and understand the "Wage Theft Prevention Policy" adopted on July 26, 2017.

The undersigned Bidder hereby certifies that Bidder and its principals have___, have not___ been found by a final court judgement or final administrative action of an investigatory agency to have violated federal, state or local wage and hour laws within the past five years from the date of the submitted bid or proposal. For each disclosed violation, the Bidder shall provide a copy of (i) the court order and judgment and/or final administrative decision; and (ii) documents demonstrating either that the order/judgment has been satisfied, or if the order/judgment has not been fully satisfied, a written and signed description of Bidder's efforts to date to satisfy the order/judgment. The completed Certification shall be submitted by the Bidder to the City as a part of its bid or proposal. The City, at its sole discretion, may disqualify a bidder based on one or more disclosed judgments consistent with the criteria set forth in the Policy.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certification is executed on _____ [date], at _____ [city], _____ [state].

s/ _____

Print Name and Title

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

Attachment: Janitorial RFP 2018_posted 02082018 (1749 : Award Janitorial Service Contract)

SERVICE AGREEMENT

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

1. **City Authority.** This Agreement is entered into pursuant to Choose an item.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until _____ at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by SERVICE PROVIDER shall be _____ as further described in **Exhibit A.**
4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:
 - 4.1. **Amount.** \$ _____. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed _____ dollars and shall be billed based on the rate and basis set forth in **Exhibit B.** If the City Manager extends the term of this Agreement for up to one year pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to SERVICE PROVIDER during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed during the extended term period exceed an additional five percent (5%) above the compensation allowed to be paid to SERVICE PROVIDER during the initial term of this Agreement.
 - 4.2. **Billing.** SERVICE PROVIDER shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by SERVICE PROVIDER on a monthly basis unless otherwise specified in Exhibit B. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or SERVICE PROVIDER shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require SERVICE PROVIDER to complete certain work product or documents and SERVICE PROVIDER shall deliver to CITY all documents in its possession without

additional compensation to SERVICE PROVIDER. The CITY Manager of CITY is authorized to terminate this AGREEMENT on behalf of CITY.

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

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

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

8.1. **Insurance Types and Amounts.**

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

8.1.2. **Automobile Liability.** SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own

automobiles, then SERVICE PROVIDER shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

8.1.5. Professional Liability.

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

8.1.5.2. If the performance of SERVICE PROVIDER's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), SERVICE PROVIDER shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data

Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

8.2.1. **General Liability.**

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

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

8.2.1.3. insurance shall be primary non-contributing.

8.2.2. **Workers Compensation.**

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

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

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

Certificate Holder address:

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

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

10. **Compliance with Law.**

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

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

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

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or SERVICE PROVIDER learns of such a judgment, decision, or order that was not previously disclosed, SERVICE PROVIDER shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. SERVICE PROVIDER and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence

of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. CITY reserves the right to require SERVICE PROVIDER to enter into an agreement with CITY regarding the manner in which any such final judgment, decision, or order will be satisfied.

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

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

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

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

Address of SERVICE PROVIDER is as follows:

Address of CITY is as follows:

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

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

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

16. **Maintenance of Records.**

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

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

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

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

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

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

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

21. **Defense and Indemnification.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF MORGAN HILL

 City Clerk/Deputy City Clerk

 City Manager

 Michelle Wilson
 Print Name

 Christina J. Turner
 Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

 City Attorney

 By:

 Donald A. Larkin
 Print Name

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

Date: _____

Date: _____

 By:

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

Date: _____

Attachment: Janitorial RFP 2018_posted 02082018 (1749 : Award Janitorial Service Contract)

**EXHIBIT A
SCOPE OF SERVICES**

Attachment: Janitorial RFP 2018_posted 02082018 (1749 : Award Janitorial Service Contract)

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

Attachment: Janitorial RFP 2018_posted 02082018 (1749 : Award Janitorial Service Contract)

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

Attachment: Janitorial RFP 2018_posted 02082018 (1749 : Award Janitorial Service Contract)

MAINTENANCE SERVICE AGREEMENT
Firato Service Company, Inc.

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

1. **City Authority.** This Agreement is entered into pursuant to action of the Morgan Hill City Council taken on _____, ____, 20__.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2020 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by SERVICE PROVIDER shall be janitorial services at key city facilities as further described in **Exhibit A**.
4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:
 - 4.1. **Amount.** \$880,859.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed Eight hundred eighty thousand eight hundred and fifty nine 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 for the extended term exceed 105% of the maximum compensation allowed to be paid to CONSULTANT for one year of service during the initial term of this Agreement.
 - 4.2. **Billing.** SERVICE PROVIDER shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by SERVICE PROVIDER on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 14 Notices. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or SERVICE PROVIDER shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination,

Attachment: Firato Service Agreement_05232018 (1749 : Award Janitorial Service Contract)

SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require SERVICE PROVIDER to complete certain work product or documents and SERVICE PROVIDER shall deliver to CITY all documents in its possession without additional compensation to SERVICE PROVIDER. The City Manager is authorized to terminate this AGREEMENT on behalf of CITY.

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

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

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

8.1. **Insurance Types and Amounts.**

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

- 8.1.2. Automobile Liability. SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own automobiles, then SERVICE PROVIDER shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.3. Workers' Compensation Insurance and Employer's Liability. SERVICE PROVIDER shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If SERVICE PROVIDER is self-insured, SERVICE PROVIDER shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 8.1.4. Pollution (Environmental) Liability. If the performance of SERVICE PROVIDER's work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, SERVICE PROVIDER shall procure and maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.5. Professional Liability.
- 8.1.5.1. If the performance of SERVICE PROVIDER's work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), SERVICE PROVIDER shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if SERVICE PROVIDER maintains a claims-made policy, SERVICE PROVIDER shall provide written evidence of such insurance to CITY for at least five (5) years after the completion of work performed under this Agreement.
- 8.1.5.2. If the performance of SERVICE PROVIDER's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers,

or other systems consultants), SERVICE PROVIDER shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

8.2.1. **General Liability.**

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

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

8.2.1.3. insurance shall be primary non-contributing.

8.2.2. **Workers Compensation.**

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

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

Certificate Holder address:

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

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

10. **Compliance with Law.**

- 10.1. SERVICE PROVIDER and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. SERVICE PROVIDER and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.
- 10.2. Without limiting the provisions of Section 10.1 above, each worker performing work under this Agreement shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. SERVICE PROVIDER shall post a copy of the applicable prevailing rates at the Worksite. Pursuant to Labor Code Section 1775, SERVICE PROVIDER and any Subcontractor shall forfeit to CITY as a penalty up to two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. SERVICE PROVIDER shall also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- 10.3. DIR Registration. CITY will not accept a Bid Proposal from or enter into a contract with a SERVICE PROVIDER, without first receiving proof to the satisfaction of CITY that SERVICE PROVIDER and its subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. Under Labor Code section 1771.4, this Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 10.4. Compliance with Wage and Hour Laws: SERVICE PROVIDER, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

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

Prior Judgments against SERVICE PROVIDER and/or its Subcontractors: BY SIGNING THIS AGREEMENT, SERVICE PROVIDER AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS

AGREEMENT – THAT SERVICE PROVIDER OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. SERVICE PROVIDER FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

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

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

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

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

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

Address of SERVICE PROVIDER is as follows:

Firato Service Company, Inc.
17485 Monterey Road, Suite 200
Morgan Hill, CA 95037

Address of CITY is as follows:

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

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

16. **Maintenance of Records.**

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

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

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

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

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

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

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

21. **Defense and Indemnification.**

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

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

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

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

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

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

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

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

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

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

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Attachment: Firato Service Agreement_05232018 (1749 : Award Janitorial Service Contract)

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

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

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

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

ATTEST:

CITY OF MORGAN HILL

 City Clerk/Deputy City Clerk

 Michelle Wilson
 Print Name

Date: _____

APPROVED AS TO FORM:

 City Attorney

 Donald A. Larkin
 Print Name

Date: _____

 City Manager

 Christina J. Turner
 Print Name

Date: _____

FIRATO SERVICE COMPANY, INC.

By: _____

Richard G. Firato
 Richard G. Firato

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

Date: 4-25-18

By: _____

Juvenete Firato
 Juvenete M. Firato

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

Date: 4/25/18

Attachment: Firato Service Agreement_05232018 (1749 : Award Janitorial Service Contract)

EXHIBIT A SCOPE OF SERVICES

SERVICE PROVIDER shall furnish all labor, equipment, cleaning solutions, and other services required to satisfactorily perform the janitorial services required for the Facilities.

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

SERVICE PROVIDER shall cooperate with the representative authorized by CITY to enable them to determine SERVICE PROVIDER'S conformity with these specifications and the adequacy of the work being performed. SERVICE PROVIDER shall give personal supervision to the work and will meet with the CITY Maintenance Manager or the designated CITY representative, a minimum of twice per month, at a schedule mutually agreed upon.

1-2. CORRECTIVE WORK. SERVICE PROVIDER shall perform the work to the satisfaction, of the CITY Maintenance Manager or designated representative. Inspections may be made by CITY at any time and CITY may request corrective work from SERVICE PROVIDER. If corrective work is required, CITY will provide a written list of items, and SERVICE PROVIDER shall correct deficiencies as directed. If deficiencies are not corrected in a timely manner, CITY may perform the work using others and deduct the cost from SERVICE PROVIDER'S payment as described in the Payment Provisions.

1-3. LOCATIONS. Facilities subject to this Agreement and Diagrams of each facility are attached as Exhibit A-1.

1-4. JANITORIAL STANDARDS. SERVICE PROVIDER shall furnish all labor, materials, tools, cleaning supplies, services and special skills necessary for the provision of complete top quality janitorial services from beginning to end of the contract. The work shall include all tasks needed to maintain the facilities, their furnishings and fixtures in sanitary condition and having an overall appearance of cleanliness and neatness. Further requirements for each facility are specified in Exhibit A-1.

- a. Facility surfaces and fixtures shall be free of dust, streaks, smudges and cobwebs. Tools such as feather dusters, which merely displace or redistribute dust, shall not be used unless treated to attract and hold the dust particles. All items moved to accomplish the task shall be returned to their original positions.
- b. Surfaces surrounding the entrance area shall be free of dirt, dust, fingerprints and have a clean appearance. Glass shall be free of streaks, smudges, fingerprints, etc.
- c. All walls should be spot cleaned to include removal of fingerprints and marks.
- d. Entrance mats shall be cleaned so that there is no dirt left on surfaces or on the floor underneath.
- e. Blinds shall be free of dust and give an overall clean appearance
- f. Furniture surfaces including tables and chairs shall be free of dirt, dust, debris, marks and film.
- g. Chrome and metal surfaces shall present a clean uniform shining appearance free of all soil, marks, smudges and streaks
- h. Disinfected surfaces shall be free of material containing living bacteria, viruses, or other contamination capable of causing infections.
- i. Dispensers will be disinfected, present a clean uniform shining appearance free of all soil, marks, smudges and streaks and will have an adequate supply of the applicable dispensed products.
- j. Restroom, kitchen and fountain fixtures shall be disinfected and there will be no dust, dirt, spots or debris on the fixtures.

- k. Glass surfaces shall be free of all dirt, soil, smudges, streaks, smears, film or any other foreign substances. All excess spray solution must be removed from any surrounding trim or surfaces. Glass must have a uniformly bright appearance. Any items moved to accomplish this task must be returned to their original positions.
- l. Areas shall be policed to remove paper, trash, empty bottles, containers, any other discarded materials, cleaning spills, wet/muddy footprints. Policed areas shall be free of debris and present an overall clean, neat appearance.
- m. Trash and recycle receptacles shall be considered properly clean when both the inside and outside are clean, free of stains, dried refuse and odors, and a plastic liner replaced, if necessary.
- n. Restrooms shall be considered properly cleaned when the floors are mopped and fixtures, urinals, toilets, waste receptacles, wash basins, faucets, handles, dispensers, partition stalls and doors are cleaned with an odorless germicidal solution. All glass, chrome, and stainless steel surfaces shall be cleaned and buffed to a shine, waste receptacles emptied, and dispensers refilled.
- o. Urinal cartridges need to be changed as needed when not draining properly.
- p. All trash/waste and soiled liners shall be removed from all trash/waste containers when and a new plastic liner fitted into the containers.
- q. Shower walls, ceilings, enclosures, grout and fixtures shall be cleaned with a germicidal solution and chrome/stainless steel buffed to a shine. There shall be no mold or odor remaining. Shower curtains shall be washed with a germicidal solution with no mold or odor remaining. Shower safety mats shall be considered properly cleaned when they are washed with a germicidal solution.
- r. Carpet spot cleaning shall remove completely any evidence of the soiling which necessitated the cleaning and return the finish of the area to its pre-soiled condition without leaving rings or discoloration.
- s. Sweeping or dust mopping shall remove all loose dirt, grit, lint, dust, debris, or other foreign material with no build up in corners, crevices, under or around furniture. All items moved to remove dirt shall be returned to their original locations.
- t. Damp mopped floors shall be free of all dirt, debris, soil, liquids or other foreign material. All splash marks and spots on walls/furniture/fixtures shall be removed before completion of the damp mopping task. All items moved to accomplish the task shall be returned to their original positions. Mop and mop bucket needs to be rinsed after each use.
- u. Vacuuming shall remove all dust, dirt, lint and any other loose material. All items moved during this process shall be returned to their original positions.
- v. A floor that has been wet mopped or scrubbed with a mechanical scrubber shall be free of all dirt, debris, soil, liquid, or other foreign material. It will present a uniform appearance free of streaks, smudges, heel marks, or any other marks, which can reasonably be removed using these methods. All splash marks/spots on walls and furniture/fixtures shall be removed before completion of the task. All items moved during this process shall be returned to their original positions. Floor scrubbing shall not remove floor finish.
- w. Concrete and linoleum floors shall be resealed to maintain a uniform shiny surface.
- x. Day Porters on duty at any facility shall be available to respond within twenty minutes to any of the contract locations to cleanup reported problems such as spills or accidents.
- y. Safety Data Sheets (SDS) must be provided for all chemicals used at each facility. SDS sheets must be updated on an annual basis.

1-5. OUTCOME-BASED CONTRACT AND INSPECTION PROBLEM RESOLUTION PROCESS. CITY will regularly inspect SERVICE PROVIDER'S work and rate it according to the janitorial standards described in this Agreement. If an area does not meet CITY standards, it will be considered "below standard". SERVICE PROVIDER shall operate and maintain an e-mail address at which CITY may send inspection reports largely consisting of photos taken of areas that SERVICE PROVIDER maintains. The e-mail address must have sufficient capacity to accept numerous inspection reports from CITY without delay or rejection. SERVICE PROVIDER shall perform quality assurance inspections a minimum of every month, or more frequently if deemed necessary by the SERVICE PROVIDER.

SERVICE PROVIDER will provide electronic versions of the monthly inspections to the CITY by the 10th of the following month as to each site's compliance with CITY standards. An action plan with deadlines must be provided to the CITY to indicate when corrections will be made if an area is deemed "below standard". City staff will work closely with Contractor's representatives to achieve the results described in the standards and

inspection criteria. However, responsibility for meeting standards rests with the Contractor.

1-6. WORK HOURS. The starting time for any and all janitorial services, except for day porter services, shall be no earlier than the closing time for the facility and shall be completed prior to the opening of time for the next day unless otherwise noted. Specific Facility hours and cleaning times are specified for each facility below in Exhibit A-1. Deviation from the above will not be permitted except by written permission of CITY Maintenance Coordinator or designated representative from the facility. From time to time, CITY may take on improvement projects or other construction. SERVICE PROVIDER shall cooperate with CITY or its agents while said work is underway.

1-7. MATERIALS AND EQUIPMENT. SERVICE PROVIDER shall, at all times, furnish and maintain equipment necessary to perform work under this contract. If equipment breaks down, SERVICE PROVIDER is responsible to complete the work within 24 hours.

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

SERVICE PROVIDER is to supply all cleansers, disinfectants, solvents, waxes, cleaning tools, equipment and any additional supplies that may be necessary for SERVICE PROVIDER to perform to contract specifications. In some cases, CITY may require specific products to be used. The Maintenance Coordinator or designee shall approve all cleaning products and solutions in advance of their use.

1-8. SAFETY & SECURITY. SERVICE PROVIDER and staff shall follow all established safety procedures and shall take special care not to endanger the public or City employees in any way. All floors should be completely dry by the opening of facilities each day. SERVICE PROVIDER is responsible for the security of all doors at the conclusion of work in each room. All exterior doors should remain locked at all times. Interior doors that are found open or unlocked shall be left in the same position/condition in which they were found.

1-9. FINGERPRINTING AND BACKGROUND CHECKS. All SERVICE PROVIDER staff who will be working on CITY facilities during business hours must pass a background check a State of California Department of Justice Criminal Records Check at SERVICE PROVIDER's expense. The Record Check may be performed at the Morgan Hill Police Department located at: 16200 Vineyard Boulevard, Morgan Hill, CA 95037. SERVICE PROVIDER is responsible for maintaining and updating background check information for their employees.

1-10. EMERGENCY SITUATIONS For medical or public safety emergencies occurring at the Facilities call 9-1-1. For all building maintenance emergencies (water leaks, etc.) contact the Maintenance Coordinator or designated staff to report the issue immediately (24-hours/day).

1-11. REQUEST FOR PROPOSAL. SERVICE PROVIDER submitted a responsive and responsible proposal to perform services as requested by CITY in response to Request for Proposals Number CSD2018-023. Request for Proposal Number CSD2018-023 and the response submitted by SERVICE PROVIDER are incorporated herein by this reference. Any conflict between the RFP, proposal and this Agreement, this Agreement shall control.

Exhibit A-1

FACILITIES

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

- **Work Hours:** The Community and Cultural Center is open Monday-Thursday 8:00 a.m. – 10:00 p.m., Friday-Saturday 6:00 a.m. – 1:00 a.m. and Sunday 8:00 a.m. - 1:00 a.m.

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

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

Main Building: (7 days/week)

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

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

Restroom Information

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

800 square feet of restroom area (Tile and vinyl)

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

- a. Empty wastebaskets and recycle containers as needed; replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Dust mop hardwood floors with fiber mop or approved treatment method.
- e. Sweep and damp mop all non-carpeted and non-hardwood floor areas with approved cleaner.
- f. Spot clean/mop all carpets/floors as necessary.
- g. Clean all entry/exit door windows inside and out.
- h. Clean door handles with approved cleaner.
- i. Spot clean walls, mirrors and windows with approved cleaner.
- j. Dust, wipe down or vacuum all furniture including tables and chairs, cabinets, and countertops.

- k. Spot clean and remove any gum, residue or stains from all areas with approved methods
- l. Clean all white boards.
- m. Wipe down all tables.
- n. Dust all baseboards and sills.

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

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

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

- a. Empty wastebaskets and recycle containers as needed; replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Sweep and then damp mop floor with approved cleaner.
- d. Clean door handles with approved cleaner.
- e. Spot clean walls and windows with approved cleaner.
- f. Spot clean and remove any gum, residue or stains from all areas with approved methods
- g. Wipe down all tables and chairs in the room.
- h. Dust all baseboards and sills.

2-5. CHILDREN'S PAVILION – 6 days/week service (Sun – Fri)

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

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

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

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

- a. Empty wastebaskets and recycle containers as needed; replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpeted areas.
- d. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- e. Spot clean all carpets as necessary.

- f. Clean door handles with approved cleaner.
- g. Spot clean walls and windows with approved cleaner.
- h. Dust, wipe down or vacuum all furniture, cabinets, and countertops.
- i. Spot clean and remove any gum, residue or stains from all areas with approved methods

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

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

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

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

2-10. BIMONTHLY SERVICES (Every other month)

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

2-11. QUARTERLY SERVICES

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

2-12. SEMI-ANNUAL SERVICES

- a. Strip, wax, and buff all vinyl floors per approved methods.
- b. Remove all restroom floor drains, scrub clean and replace.
- c. Clean all windows inside and out for the entire facility. (Does not include high windows, in the El Toro Room, Hiram Morgan Hill Room and Playhouse.

2-13 ANNUAL SERVICES

Deep cleaning of the kitchen:

- a. Clean and degrease all stainless steel (except hood vents), all walls, doors/door frames, all ceiling tiles, bar grids, light covers and fixtures, air vents, floor drains.
- b. Sweep and mop all floors
- c. Clean inside ovens
- d. Clean Stove tops

2-14. COMMUNITY & CULTURAL CENTER DAY PORTER SERVICES

a. DESCRIPTION

CITY requires day porter service for daytime service for regular and as needed duties. The day porter shall be responsible for janitorial duties outlined in the contract, but are needed during the day because of high customer use.

b. DAY PORTER COMMUNITY AND CULTURAL CENTER

The CCC requires daytime janitorial to clean the main building restrooms, hallway, Hiram Morgan Hill Room and other locations as needed from 2:00 pm to 4:00 pm on Wednesdays year-round.

c. DAY PORTER AS NEEDED

CITY staff will request assistance for daytime janitorial for special events and other activities that do not occur on a regular basis. Staff will provide a minimum of one week of notice for such requests.

2-15. SPECIAL CLEANING SERVICES AT PLAYHOUSE FACILITY (PERFORMANCE CLEANING)

It is estimated that the playhouse will be scheduled 125 nights per year which will require cleaning services to be provided on an as needed basis. The use schedule of the facility will be provided by the 15th of the prior month. Late schedule additions may occur, with a minimum of 48 hours notice provided. Areas of cleaning include the lobby, seating area, entry, hallways, and restrooms.

- a. Clean restrooms per Section 2-7 (Staff Office Areas).
- b. Clean all litter/waste from seating area.
- c. Empty wastebaskets and recycle containers as needed; replace plastic liners.
- d. Vacuum all carpeted areas.
- e. Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- f. Spot clean all carpets/floors/theater seats as necessary.
- g. Clean door handles with approved cleaner.
- h. Spot clean walls, mirrors and windows with approved cleaner.
- i. Dust, wipe down or vacuum all theatre seats, cabinets, and countertops.
- j. Wipe down banisters.
- k. Spot clean and remove any gum, residue or stains from all areas with approved methods
- l. Wipe down all tables.
- m. Dust all baseboards and sills.
- n. Clean all entry/exit windows inside and out

All after performance cleaning will be performed on an as-needed basis only when approved and as directed by City staff.

2-16. COMMUNITY CENTER SITE INFORMATION AND FACILITY DIAGRAM

Room Information

Room Name	Size	Carpet	Vinyl	Hardwood	Tile	Epoxy	Laminate
Main Building:							
Hiram Morgan Hill Room	4594	3196					1398
Hallway btwn Hiram & Kitchen	360		360				
Main Hallways	3870	3870					
Kitchen	600					600	
Poppy Jasper Room	625					625	
Diana Murphy Room	625		625				
Miramonte Dance Room	780			780			
Office Areas	750	600	150				
Madrone Room	650	650					
Machado Room	400	400					
El Toro Room	1770			1770			
Restrooms	740				740		
Children's Pavilion	800		800				
PlayHouse:							
Seating Area	1566	1566					
Entry	100				100		
Lobby	612	612					
Walkways	640		640				
Restrooms	400		400				
Dressing Rooms	120		120				
Dressing Rm Bathrooms	90		90				
Total for Rooms Needing Service	20092	10894	3185	2550	840	1225	1398

Restrooms	Basins	Toilet Bowls	Urinals
Main Building Men's	4	4	3
Main Building Women's	4	8	0
Children's Pavilion (child)	1	1	0
Children's Pavilion (adult)	1	1	0
Playhouse Men's	2	2	2
Playhouse Women's	2	5	0
Playhouse Dress 1	1	1	0
Playhouse Dress 2	1	1	0
Totals	10	14	3

2018 Facility Rental Information

	Days with Banquets	Days with Meetings
Hiram MH Room	165	191
El Toro Room	45	162

Facility #2: COUNCIL CHAMBERS
17555 Peak Avenue

Work Hours: Council Chambers – Sundays the building will close by 8:00 p.m. and reopen Monday at 7am

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

3-1. RESTROOMS AND MAIN BUILDING – Sunday Only

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

3-2. COUNCIL CHAMBERS, MEETING ROOMS, OFFICES AND HALLWAYS – Sundays Only

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

3-3. KITCHEN/BREAK ROOM – Sundays Only

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

The Sunday-only work described in paragraphs 3-1, 3-2, and 3-3 will be performed on an as-needed basis only when approved and as directed by City staff.

3-4. SEMI-ANNUAL SERVICES

- a. Truck mounted steam extraction of all carpeted areas.
- b. Strip, scrub and wax (5) coats on all vinyl floors, wipe clean baseboards

- c. Scrub, degrease and disinfect all tile and grout floors (restroom/lobby/hallway)

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

- **Work Hours:** Centennial Recreation Center is an active facility on weekdays from 4:30 a.m. to 10:00 p.m., Saturday-Sunday from 6:30 a.m. to 8:00 p.m.

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

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

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

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

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

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

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

- replaced by CITY staff).
- k. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- l. Wipe down all tables and chairs in the room.

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

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

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

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

4-6. KIDS CLUB ROOM – service required 7 days/week service

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

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

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

4-8. GYMNASIUM AND AEROBICS ROOM – 7 days/week service

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

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

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

4-10. LIFEGUARD ROOM (Once a week)

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

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

- a. Janitorial supply rooms are to be kept clean and orderly at all times. Tools should be properly labeled and stored.
- b. Exterior trash receptacles and recycle containers located in enclosed patios and inside the pool area are to be emptied as needed; replace plastic liners. Clean receptacles.
- c. All doors and windows are to be checked, closed and locked securely.
- d. Report graffiti to Centennial Recreation Center staff leaving a work order in the Facility Maintenance Worker's in-box.
- e. Clean all drinking fountains.
- f. Collect cardboard, flatten and place in recycle bins.
- g. Scrub all tile floor areas using approved methods.
- h. Clean gymnasium and aerobic room floors with floor scrubber.
- i. Damp mop stained concrete floors with approved cleaner.
- j. Clean all ground level windows in Main Lobby inside and out.
- k. Dust and remove spider webs from the ceilings, window sills, blinds, light fixtures, skylights, cabinets, crevices, counters, desks and open spaces up to 10 feet in height.
- l. Apply tile cleaner on all showers, restroom walls, and tile surfaces.
- m. Vacuum and spot clean all entry mats and clean floor below mats
- n. Vacuum all ground level vents and dust exterior of ceiling level vents.
- o. Wipe down all door hinges.
- p. Clean all ground level interior window sills.
- q. Remove, clean and replace all light fixtures lower than 10 feet in height.
- r. Dust TV's and fans in Fitness, east hallway and Aerobics Rooms.

- s. Dust and/or wash interior walls (floor to ceiling or 10 ft.) removing dust and debris.
- t. Wipe down all tables and chairs in the room.

4-12. MONTHLY SERVICES

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

4-13. TRIENNIAL (Three times a year) SERVICES

Clean all windows inside and out for the entire facility once each during the Summer, Fall and Spring seasons. (Includes high windows, in the Natatorium, Gym and other areas). Use approved cleaner to remove hard water spots.

4-14. QUARTERLY SERVICES

- a. Shampoo carpeted areas four times annually as scheduled with CITY staff.
- b. Pressure wash all pavement at facility front entrance and pool deck. Schedule with CITY staff.

4-15. SEMI-ANNUAL SERVICES

- a. Strip, wax, and buff all linoleum floors per approved methods.
- b. Strip, wax, and buff all ceramic tile floors per approved methods in restrooms.
- c. Remove all floor drains, scrub clean and replace.
- d. Remove, dust, wash and replace all light fixtures.
- e. Dust and remove spider webs from walls, ceilings, window sills, skylights, crevices, railings, etc. over 10 feet in height.

4-16. ANNUAL SERVICES

- a. Concrete floors to be striped and waxed annually using approved materials and methods.
- b. Strip and wax the locker rooms' and family changing rooms' tile floors including baseboard tiles.

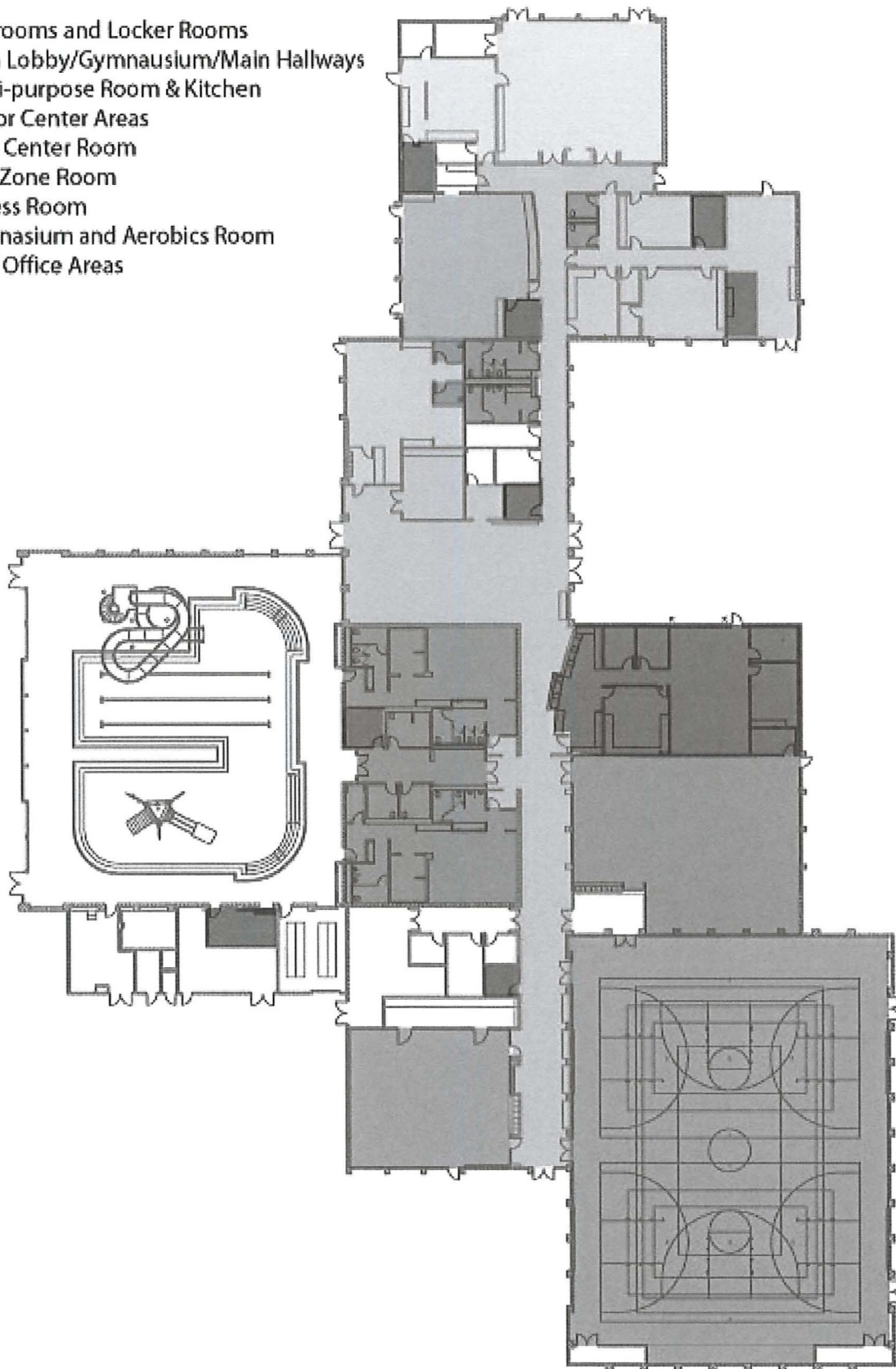
4-17. DAY PORTER SERVICES

- a. Day Porter Services to be provided by one male and one female custodian, Monday – Friday 11:00 a.m. – 1:00 p.m. and from 5:00 p.m. – 7:00 p.m.; Saturday and Sunday 12:00 p.m. – 2:00 p.m.
- b. Work to include: Clean and disinfect restrooms, restock dispensers, empty trash containers.
- c. Dust mop floor gymnasium and aerobic room floors between scheduled activities
- d. Clean locker rooms
- e. Disinfect drinking fountains as needed
- f. Damp mop floors as needed
- g. Walk building for litter & debris, outside entrances and parking lot
- h. Clean entrance doorways and glass as needed.
- i. Spot clean walls and doors throughout facility.
- j. Day Porters must sign in and out each day at the front desk.

4-18. CRC SITE INFORMATION AND FACILITY DIAGRAM

- 2-1 Restrooms and Locker Rooms
- 2-2 Main Lobby/Gymnasium/Main Hallways
- 2-3 Multi-purpose Room & Kitchen
- 2-4 Senior Center Areas
- 2-5 Teen Center Room
- 2-6 Kids Zone Room
- 2-7 Fitness Room
- 2-8 Gymnasium and Aerobics Room
- 2-9 Staff Office Areas

EDMUNDSON AVE.



Centennial Recreation Center Room Information

Room Name	Size	Carpet	Concrete	Vinyl	Hardwood	Tile	Epoxy	Rub
Sr. Ctr. Lobby/Reception/Hallways	1127	1127						
Sr. Coord. Office	132	132						
Activity Room 1	464	464						
Activity Room 2	308	308						
Computer Room	277	277						
Sr. Ctr. Restrooms	112					112		
West Wing Hallways	1280		1280					
West Wing Restrooms	500					500		
Multi-Purpose Room	1796			1796				
Kitchen	623						623	
Nutrition Office	124			124				
Teen Juice Bar Area	88			88				
Teen Center	1401			1401				
Teen Coord. Office	109	109						
Main Lobby	2100	518	1582					
Membership Office	102	102						
Vending Alcove	103		103					
Party Room	331		331					
Kid Zone Room	970			970				
Kid Zone Restrooms	96					96		
East Wing Hallway	2020		2020					
Main Reception/Hallway	456	456						
Assoc. Exec. Office	104	104						
MSA Office	106	106						
Staff Work Room	359			359				
Staff Cubicles	812	812						
Facility Manager's Office	131	131						
Staff Break Room	241			241				
Locker Room Hall	310					310		
Men's Locker Room/Restrooms	1173					1173		
Women's Locker Room/Restrooms	1211					1211		
Family Changing Room 1	132					132		
Family Changing Room 2	94					94		
Family Changing Room 3	94					94		
Aquatics Office	122					122		
Lifeguard Break Room	204						204	
Fitness Room	3001							3001
Health & Fitness Dir. Office	91	91						
Gymnasium	10684				10684			
Aerobics Room	1753				1753			
Total for Rooms Needing Service	35141	4737	5316	4979	12437	3844	827	3001

Attachment: Firato Service Agreement_05232018 (1749 : Award Janitorial Service Contract)

Restrooms	Basins	Toilets	Urinals	Showers
Sr. Center – Men's	1	1		
Sr. Center - Women's	1	1		
West Wing – Men's	2	1	2	
West Wing - Women's	2	3		
Kid Zone - Boys		1		
Kid Zone - Girls		1		
Locker Room – Men's	4	3	4	7
Locker Room - Women's	4	7		7
Locker Room - Families	3	3		3
Basins in other Rooms	6			
Totals	23	21	6	17

Facility #4: DENNIS KENNEDY AQUATICS CENTER
16200 Condit Road

- Work Hours: Aquatics Center is open weekdays from 5:00 a.m. to 8:00 p.m. (9:00 p.m. June-October), Saturdays from 7:00 a.m. to 12:00 p.m. (summer season to 6:30 p.m.), and Sundays 11:30 a.m. to 6:30 p.m. (summer season only).

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

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

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

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

- Empty wastebaskets and recycle containers as needed; replace plastic liners.
- Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- Sweep and then damp mop all non-carpeted floor areas with approved cleaner.
- Clean all entry/exit door windows inside and out.
- Clean door handles with approved cleaner.
- Spot clean walls and windows with approved cleaner.
- Dust, wipe down or vacuum all furniture, cabinets, and countertops.
- Spot clean and remove any gum, residue or stains from all areas with approved methods
- Clean cob webs with extension pole
- Clean the glass of the display case inside and out.

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

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

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

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

5-5. EVENT ROOM – 2x per month / Summer Season Daily

- a. Empty wastebaskets and recycle containers as needed; replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Vacuum all carpets
- d. Sweep and then mop floors.
- e. Clean all counters, fixtures and sinks.
- f. Clean door handles with approved cleaner.
- g. Wipe clean all tables and chairs
- h. Replenish all paper supplies and soap dispensers.
- i. Spot clean walls.
- j. Spot clean windows
- k. Replace burnt out light bulbs as necessary.
- l. Spot clean and remove any gum, residue or stains from all areas with approved methods.

5-6. ENCLOSED OUTDOOR AREAS – Off Season: 2x per month; Summer Season Daily

- a. Empty exterior trash cans and recycle receptacles as needed, replace liners

- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Pressure wash picnic area (tables & ground) and ground directly in front of the concessions stand and BBQ areas.
- d. Wipe clean exterior showers, lockers and fountains

5-7. THROUGHOUT FACILITY

- a. Clean all showers, restroom walls, and tile surfaces with approved cleaner.
- b. Pressure wash all epoxy floors in the team, main and family changing rooms
- c. Vacuum and spot clean all entry mats including floors underneath mats.

5-8. QUARTERLY SERVICES

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

5-9. SEMI-ANNUAL SERVICES

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

5-10. SPECIAL CLEANING AND DAY PORTER SERVICES

- a. Daily Cleaning for Swim Meets – all Summer Season daily tasks.
- b. End of Swim Meet Cleaning – all Summer Season daily tasks plus pressure washing pavement around the competition pool, instructional pool and walkways between grass and water slides.
- c. Day Porter Service – Two day porters, one male and one female will be needed daily (7 days) for 4 hours per day from late May through mid-August and weekends only from mid-August through mid-September.
- d. Day Porters must sign in and out at the front desk.

5-11. AQUATICS CENTER SUMMER SEASON SCHEDULE

The Aquatics Center operates year-round, and has a very high use during the Summer Swim Season. The Summer Season is comprised of:

- a. The Wednesday prior to Memorial Day through the third weekend of August - 7 days per week.
- b. From the third weekend in August through the third weekend in September the facility has high usage on Weekends and Labor Day. Weekday service during this period will be similar to off-season service.

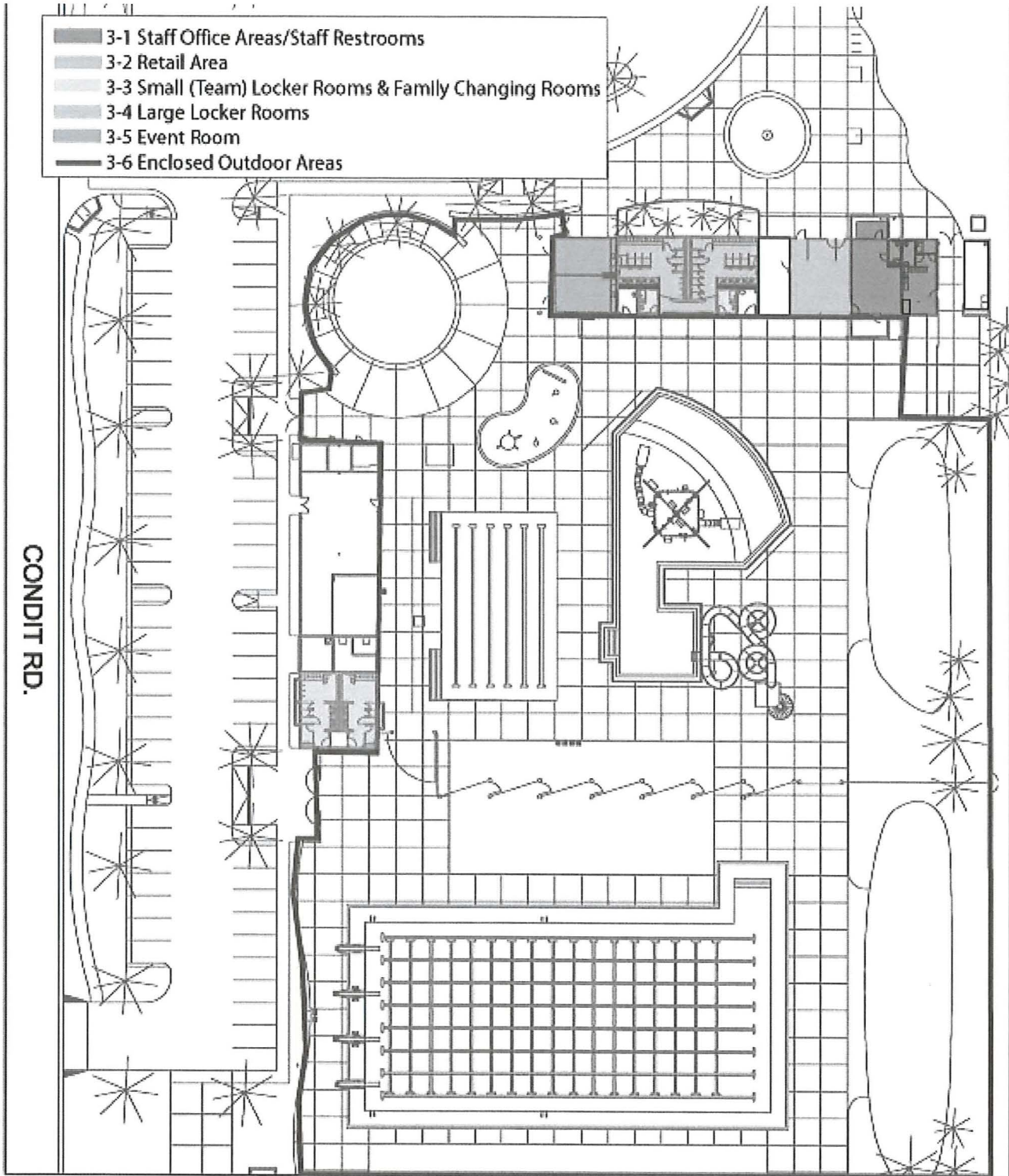
5-12. On-call janitorial services as requested and approved by City as needed for swim meets.

5-13. AQUATICS CENTER SITE INFORMATION AND FACILITY DIAGRAM

Room Information

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

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



Facility #5: PUBLIC WORKS CORPORATION YARD
100 Edes Court

Work Hours: 6 p.m. to 5 a.m.

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

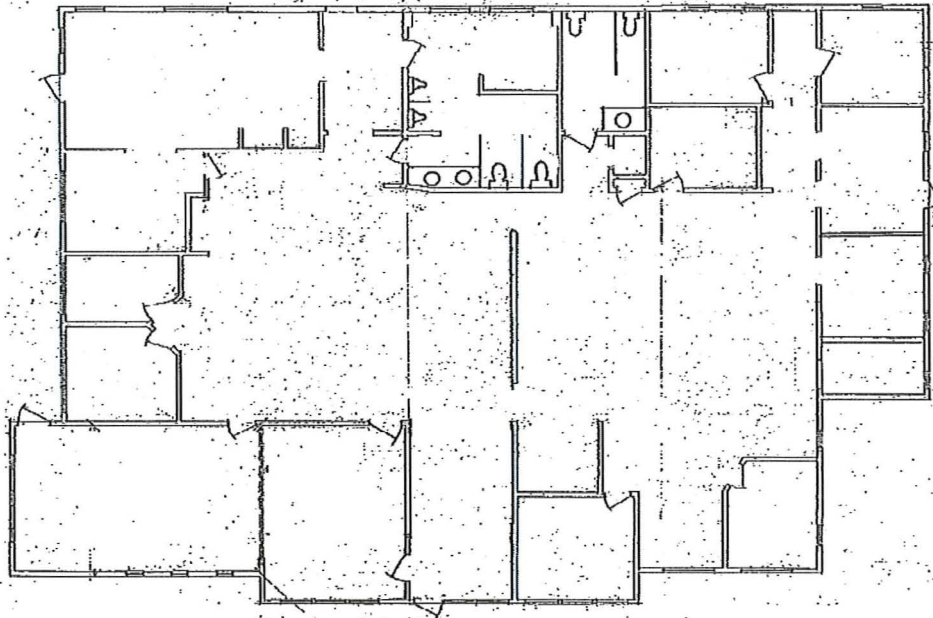
6-1. QUARTERLY SERVICES

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

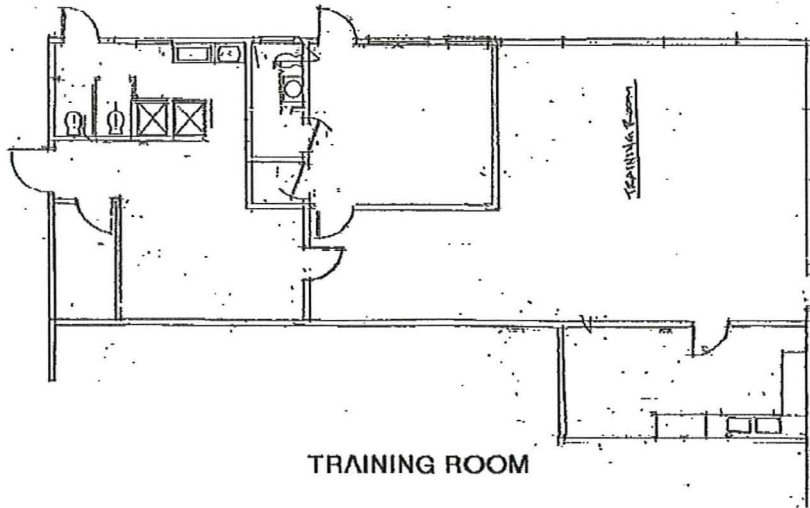
6-2. TRIENNIAL SERVICES

Strip, wax and buff all vinyl floors per approved methods

6-8. PUBLIC WORKS CORPORATION YARD – SITE INFORMATION AND FACILITY DIAGRAM



OFFICES



TRAINING ROOM

PUBLIC WORKS CORPORATION YARD

Facility #6: RAILROAD PARK
Depot Street between Third and Fourth Streets

- **Work Hours:** Railroad Park – Cleaning hours are from 12:00 a.m. to 7:00 a.m.

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

- 7-1 RESTROOMS – Service 7 days/week
 - a. Empty trash cans and replace plastic liners as needed. Take trash to the parking structure dumpster.
 - b. Clean all mirrors and surrounding stainless steel/chrome with disinfectant
 - c. Wash out basin with approved cleanser, rinse and dry; damp dry basin traps
 - d. Clean/disinfect all toilets, damp dry all external surfaces; clean all stainless steel/chrome
 - e. Clean all counters, fixtures, and dispensers
 - f. Clean door handles
 - g. Replenish all paper supplies and soap dispensers
 - h. Damp wipe doors, walls
 - i. Hose/mop floors with disinfectant
 - j. Spot clean and remove any gum, residue or stains from all areas with approved methods
 - k. Check lights and report outages to the Maintenance Coordinator or designated representative same day
 - l. Dust ceiling, fixtures and walls as needed
 - m. Report all graffiti to Maintenance Coordinator or designated representative same day
- 7-2 RAILROAD PARK/PARKING LOT – Service 7 days/week
 - a. Litter pick up throughout entire park and parking lot
 - b. Empty trash/recycling if ½ full or more and take trash to the parking structure dumpster.
 - c. Clean and wipe down all drinking fountains
 - d. Clean all body fluids and spills anywhere in the park/parking lot
 - e. Report all graffiti to Maintenance Coordinator or designated representative same day

Facility #7: DOWNTOWN PARKING GARAGE
50 East Third Street

- **Work Hours:** Downtown Parking Garage - Cleaning hours are from 12:00 a.m. to 7:00 a.m.

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

- 8-1 DAILY SERVICES
 - a. Litter pick up throughout the garage (including stairwells and underneath)
 - b. Empty trash/recycling if ½ full or more and put in the parking structure dumpster.
 - c. Inspect elevator function and report any problems same day
 - d. Inspect elevator for damage or graffiti and report any problems same day
 - e. Clean all body fluids and spills anywhere in the garage and elevator
 - f. Clean elevator floors
 - g. Wipe down the entire inside of the elevator
 - h. Remove any postings, tape, string, etc
 - i. Check lights and report outages to the Maintenance Coordinator or designated representative same day
- 8-2 WEEKLY SERVICES
 - a. Clean elevator doors (inside and out) with stainless steel cleaner
 - b. Dust and clean the handrails, maps, EV chargers, phones, trash/recycle receptacles
- 8-3 As needed garage cleaning services as requested and approved by City.

Facility #8: CITY HALL/DEVELOPMENT SERVICES CENTER (DSC) BUILDING
17575 Peak Avenue

- **Work Hours:** City Hall/DSC Building- Annual services to be coordinated with CITY Maintenance Staff

9-1 ANNUAL SERVICES

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

Facility #9: POLICE DEPARTMENT 16200 Vineyard Drive

WORK HOURS

- Days: 5 Days a week (Monday, Tuesday, Wednesday, Thursday, Saturday)
- Hours: between 6pm-5am

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

10-1. ALL RESTROOMS & LOCKER ROOMS – 5 days/week service

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

10-2. MAIN ENTRANCE/LOBBY AREA/ AND HALLWAYS (INCLUDING BACK HALLWAY BY LOCKER ROOMS/GYM) – 5 days/week service

- a. Empty wastebaskets and recycle containers as needed; replace plastic liners.
- b. Clean all trash and recycle receptacles inside and out, free of stains, and odor free.
- c. Dust mop floors and remove dirt from joints in concrete.
- d. Dust, wipe down or vacuum all furniture including tables and chairs, cabinets, and countertops.
- e. Clean all entry/exit door windows inside and out.
- f. Vacuum carpeted area of floor and entry mats.
- g. Spot clean all carpets as necessary with approved cleaner.
- h. Spot clean walls and windows with approved cleaner.
- i. Clean door handles with approved cleaner.

- j. Clean and wipe down all drinking fountains.
- k. Replace burnt out light bulbs as necessary (light bulbs on ceilings higher than 10 feet will be replaced by City staff).
- l. Spot clean and remove any gum, residue or stains from all areas with approved methods.

10-3. LUNCH/BREAK ROOMS – 5 days/week service

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

10-4. CONFERENCE ROOMS/INTERVIEW ROOMS/BREFING ROOM/REPORT WRITING ROOM (OPEN OFFICE ON MAP)/EOC/RECORDS/SPECIAL OPS – 5 days/week service

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

10-5. EVIDENCE ROOM/JAIL/BOOKING AND PROCESSING/LOUNGE/DISPATCH/COPY ROOM – 3 days/week/

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

- replaced by City staff).
- j. Spot clean and remove any gum, residue or stains from all areas with approved methods.
- k. Any papers left on tables will be left as found.

10-6. STAFF OFFICE AREAS – Trash 5 days a week and rest of service 3 days/week

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

10-7. OUTSIDE TRASH AREA

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

10-8. MISCELLANEOUS SERVICES TO BE PERFORMED AS NEEDED SO THAT AREAS ARE CLEAN AT THE START OF EACH DAY – 5 days per week service

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

10-9. SEMI-ANNUAL SERVICES

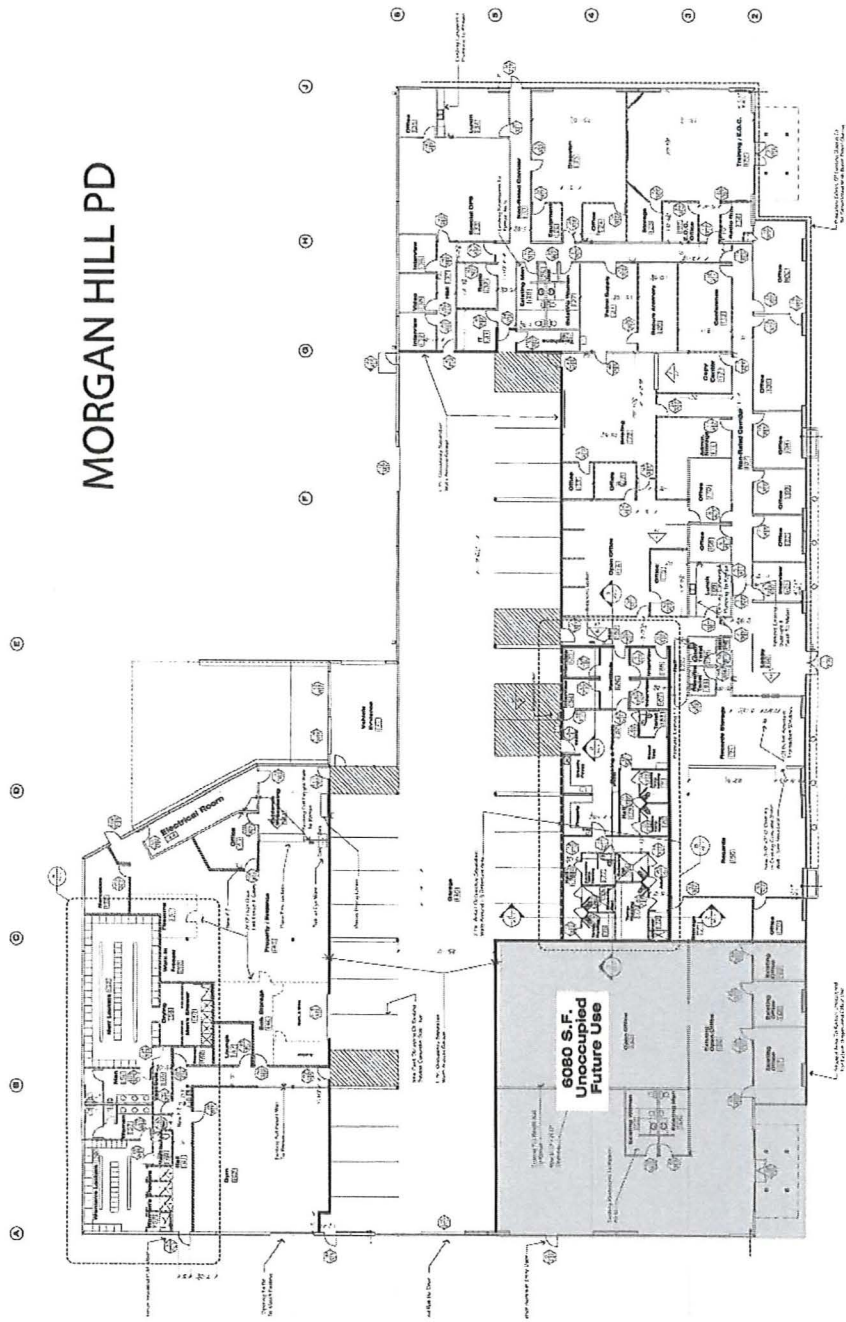
- a. Strip, wax, and buff all linoleum floors per approved methods.
- b. Strip, wax, and buff all tile floors per approved methods in west wing restrooms, locker rooms, family changing rooms, hallway and senior center restrooms.
- c. Remove all floor drains, scrub clean and replace.
- d. Remove, dust, wash and replace all light fixtures.
- e. Clean all windows inside and out for the entire facility

10-10 ANNUAL SERVICES

Truck mounted steam extraction of all carpeted areas.

10-11 On-call janitorial services as requested and approved by City.

10-12. POLICE STATION SITE INFORMATION AND FACILITY DIAGRAM



CITY FACILITY ON-CALL SERVICES

- 11-1 Additional carpet cleanings as requested and approved by City
- 11-2 Other janitorial services at City facilities as requested and approved by City.

EXHIBIT B PAYMENT PROVISIONS

As described in the Scope of Work, this Agreement is outcome-based, with an inspection and rating process. Both SERVICE PROVIDER and CITY shall perform inspections as described in the Scope of Work. SERVICE PROVIDER will be paid only for work rated as "meets standards". SERVICE PROVIDER will not be paid for work rated as "below standard" until conditions improve and rate as "meets standards" if the below standard work is attributed to neglect on the part of the SERVICE PROVIDER. If an area does not meet CITY standards, it will be considered "below standard". SERVICE PROVIDER will not be paid additional amounts for remedial work required to improve "below standard" areas if the below standard work is attributed to neglect on the part of the SERVICE PROVIDER.

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

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

The parties will observe the following progressive problem resolution process:

1. Written notice of the problem.
2. Field conference with CITY inspector and SERVICE PROVIDER'S field representative to identify problem and agree on solution as presented by SERVICE PROVIDER.
3. Conference between CITY'S representative and SERVICE PROVIDER'S principal.
4. Imposition of penalties and/or correcting defect at SERVICE PROVIDER'S cost.
5. Termination of Contract.

No payment will be made for services not performed. CITY reserves the right to back charge the SERVICE PROVIDER for services not performed. If services are not performed as per the contract or schedule submitted, after 5-days' notice to SERVICE PROVIDER of failure to perform, CITY may then contract out the service and back charge the SERVICE PROVIDER cost plus 15%.

If deficiencies are not corrected in a timely manner, CITY may perform the work using others and deduct the cost from SERVICE PROVIDER'S payment as described in the Payment Provisions.

If SERVICE PROVIDER is unable to complete the work within the specified time period, CITY may deduct the applicable portions, pro rata, from the payment to SERVICE PROVIDER.

Failure by SERVICE PROVIDER to turn in inspections by the deadline will result in a monthly payment being withheld until inspections are turned in, and one hundred dollars (\$100) deduction from their monthly payment.

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

SCHEDULE OF COMPENSATION RATES

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

Bid Item	Item	Annual Amount	Bid Total: Two-Year Amount
1.	Community and Cultural Center Section 2-1 thru Section 2-14, and Section 2-16	\$83,495.00	\$166,990.00
2.	Council Chamber Building Section 3-4. Semi-Annual Cleaning Only (2 times per year)	\$5,100.00	\$10,200.00
3.	Centennial Recreation Center Section 4-1 thru Section 4-17	\$130,415.00	\$260,830.00
4.	Dennis Kennedy Aquatics Center Section 5-1 thru Section 5-9, and Section 5-11	\$29,165.00	\$58,330.00
5.	Dennis Kennedy Aquatics Center: Section 5-10. Special Cleaning and Day Porter Services	\$32,620.00	\$65,240.00
6.	Public Works City Corporation Yard Section 6-1 thru Section 6-2	\$3,000.00	\$6,000.00
7.	Railroad Park Section 7-1 thru Section 7-2	\$12,468.00	\$24,936.00
8.	Downtown Parking Garage Section 8-1 thru Section 8-2	\$21,252.00	\$42,504.00
9.	City Hall/Development Services Center (DSC) Building Section 9-1	\$5,700.00	\$11,400.00
10.	Police Department Section 10-1	\$53,742.00	\$106,944.00

Bid Total

\$753,374.00

BID ALTERNATE 1: Council Chamber

Bid Alternate Item	Item	Annual Amount	Bid Total: Two-Year Not-to- exceed Amount
1.	Council Chamber Building: Sunday Only Service (3-1 to 3-3)	\$5,805.00	\$11,610.00

Attachment: Firato Service Agreement_05232018 (1749 : Award Janitorial Service Contract)

BID ALTERNATE 2: Playhouse Cleaning

Bid Alternate Item	Item	Estimated performances	Bid Amount: Cost per After Performance Cleaning
1.	Community and Cultural Center: Section 2-15. Special Cleaning Services at Playhouse Facility (After Performance Cleaning)	250	\$67.50
		Two-year not-to-exceed amount	\$16,875.00

ADDITIONAL SERVICES

Facility	Hourly Rate	Estimated Hours	Total
Police Department Section 10-2: On-call janitorial	\$45.00	100	\$4,500.00
Downtown Parking Garage Section 8-3: Extra Garage Cleaning	\$25.00	500	\$12,500.00
Aquatic Center Section 5-12: Additional Swim Meet Cleanings	\$25.00	500	\$12,500.00
City Facilities Section 11-1: Additional Carpet Cleanings	\$25.00	400	\$10,000.00
City Facilities Section 11-2: Misc. Facility Extras	\$25.00	400	\$10,000.00
		Annual Total	\$49,500.00
		Two-year not-to-exceed amount	\$99,000.00

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

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



CITY COUNCIL STAFF REPORT

MEETING DATE: June 6, 2018

PREPARED BY: Rebecca Garcia, Housing Manager
APPROVED BY: City Manager

APPROVE REHABILITATION OF THE 330 CREEKWOOD COURT BELOW MARKET RATE (BMR) HOME BY THE CITY HOUSING FUND

RECOMMENDATION(S)

1. Authorize rehabilitation of the Moderate, Below Market Rate (BMR) home located at 330 Creekwood Court to re-sell to an income-eligible buyer, preserving the unit within the City's affordable housing inventory at 120% of the Area Median Income and extending the affordability covenants; and
2. Adopt resolution to amend the City's Fiscal Year 2017-18 budget, appropriating \$74,851.43 from the Housing Fund (255) for short term expenses associated with the rehabilitation of the home located at 330 Creekwood Court, to be recovered at the time of resale of the property.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility
Enhancing Diversity and Inclusiveness

2018 Strategic Priorities

Infrastructure
Regional Initiatives

GUIDING DOCUMENTS

General Plan/Housing Element

REPORT NARRATIVE:

The City of Morgan Hill maintains a large below market-rate (BMR) affordable housing stock with 518 affordable ownership units built over the past 30 years. The City exercised its rights under the terms of the Restricted Covenants to purchase 330 Creekwood Court BMR in 2009 prior to foreclosure, at which time it became a BMR rental. The tenants have since vacated the property; thus, presenting the opportunity to rehab and sell the property to a new BMR moderate buyer. Only minor repairs were made since 2009 and therefore significant rehabilitation work is needed to make the home available for resale to a first-time homebuyer and to preserve in the BMR Program inventory for an additional 45 years, at 120% of Area Median Income (AMI).

Staff requests authority to fund the rehabilitation of the 3-bedroom 2½ bathroom, moderate-income BMR affordable home that is currently owned by the City. There are no loans or liens on the property. The new moderate sales price will be consistent with the original deed restriction and set at 120% AMI.

This transaction will include a Maximum sales price (120% AMI 3 bedroom) of \$559,759. The necessary rehabilitation work will cost \$74,851.43 and will be reimbursed

to the City at time of sale. Additionally, HouseKeys will receive a \$25,000 transaction fee. Approximately \$8,000 in title and escrow fees will be deducted. At close of escrow the City will be reimbursed the \$74,851.43 rehab costs and receive approximately \$451,907.57 from the sale to the City Housing Fund. The City Council is being requested to approve the necessary rehabilitation work in the amount of \$74,851.43 to repair the home and return it to first-time homebuyer condition.

Generally, rehabilitation cost experience has been in a range within City Manager signature authority. Occasionally, there is an exception. In the future, it is recommended that the Housing program establish a separate revolving fund line item in the budget, which will provide cash flow for rehabilitation expenses of this type and authorize its use as long as the 1) costs are reviewed and supported by the City Manager, and 2) dollars spent can be recovered from the re-sale of the property to the Housing fund.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the recommended rehabilitation work.

ALTERNATIVE ACTIONS:

The City Council may choose not to approve the rehabilitation work and sell the BMR home as is.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On May 18, 2016 the City Council adopted a Below Market Rate Program Resolution.

FISCAL AND RESOURCE IMPACT:

The Housing Team is recommending that the City Council authorize the use of Housing Funds 255 to rehabilitate the property for \$74,851.43. This is a temporary or short-term expenditure of the Housing Fund requiring an amendment to the adopted budget (see attached budget scorecard). Once the house is resold, sale proceeds will replenish the Housing Fund.

CEQA (California Environmental Quality Act):

Categorical Exemption: This action is exempt under CEQA Guideline 15326, action to implement housing assistance through acquisition of housing units.

LINKS/ATTACHMENTS:

1. Creekwood Resale Restriction Agreement
2. Resolution - budget amendment Creekwood
3. Budget Scorecard BMR Home Rehab 330 Creekwood

DOCUMENT: 21112939

Pages: 11



Fees . . . • No Fees
 Taxes . . .
 Copies . . .
 AMT PAID

RECORDING REQUESTED BY:

AND AFTER RECORDING MAIL TO:

CITY OF MORGAN HILL
 CITY CLERK'S OFFICE
 17555 PEAK AVENUE
 MORGAN HILL, CA 95037

REGINA ALCOMENDRAS
 SANTA CLARA COUNTY RECORDER
 Recorded at the request of
 City

RDE # 010
 3/16/2011
 8:55 AM

ATTN: HOUSING SERVICES
 ESCROW NO.:

TO BE RECORDED WITHOUT FEE
 AS PER GOVERNMENT CODE §27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SITUS: 330 CREEKWOOD COURT, MORGAN HILL, CA 95037

APN: 726-23-04

ATTENTION TITLE COMPANY:

IN THE EVENT THAT THE FIRST DEED OF TRUST IS REFINANCED OR A SUBORDINATE DEED OF TRUST IS RECORDED, NOTICE OF THE REFINANCE OR NEW LIEN MUST BE SENT TO CITY OF MORGAN HILL AT ADDRESS LISTED ABOVE.

PROPERTY RESTRICTION AGREEMENT AND OPTION TO PURCHASE

This Property Restriction Agreement and Option to Purchase (hereinafter "Agreement") is entered into as of this 15th day of March, 2011, by and between the CITY OF MORGAN HILL (hereinafter "City") and the MORGAN HILL REDEVELOPMENT AGENCY and their successors in interest ("Owner").

RECITALS

WHEREAS, the City has developed a program to provide housing opportunities to low to moderate income purchasers of homes to be offered for sale at prices which are below those otherwise prevailing in the market; and

WHEREAS, the intent of the City is to preserve the affordability of the homes for persons of low to moderate income for as long as possible;

NOW, THEREFORE, in consideration of the benefits received by the Owner, Owner and City agree as follows:

Attachment: Creekwood Resale Restriction Agreement (1795 : Rehabilitation of 330 Creekwood Court Below Market Rate Home)

PROPERTY RESTRICTION AGREEMENT AND OPTION TO PURCHASE

Page 2 of 10

1. **Property.** The real property, including all improvements thereon, which is the subject of this Agreement, is located at 330 Creekwood Court, Morgan Hill, California as more fully described in "Exhibit A" attached herein and incorporated by this reference. Said real property ("Property") is hereby designated as a Below-Market Rate ("BMR") unit and shall be subject to the terms and conditions set forth herein.

2. **Covenant Running with the Land.** The terms and conditions set forth herein are intended to run with the land and shall bind Owner and all successors, heirs, grantees and assigns, unless and until superseded by subsequently recorded Agreements. These terms and conditions shall be made part of each deed subsequently recorded and shall bind each successor in interest until the earlier of: (a) forty-five (45) years from the date of recordation, or; (b) the recordation of a subsequent and superseding Agreement. This Agreement and the covenants contained herein shall survive delivery of the Deed.

3. **Warranty.** The Owner represents and warrants to the City that the financial and other information provided to the City by the Owner for the purpose of qualifying to purchase the Property was true and correct at the time it was given, and remains true and correct as of the date of this Agreement. Owner further understands that any material misstatement or misrepresentation shall be deemed to be a material breach of this Agreement and shall be grounds for declaring a default, terminating the Owner's rights in the Property, or seeking other such relief and remedies as are appropriate under the circumstances.

4. **Refinance.** For purposes of this Agreement, "Refinance" shall mean any voluntary or involuntary, refinancing, encumbrancing, or other hypothecation of the Property, including any encumbrance of the Property by a mortgage or deed of trust that is recorded after this Agreement. Any Refinance of the Property will be subject to the conditions set forth in this Agreement.

a. **Request to Refinance.** The Owner shall not cause or permit any Refinance of the Property or any interest therein, to any person or entity without first giving advance written notice to the City of a Request to Refinance and obtaining the City's written consent. The Request to Refinance shall provide the name and address of the lender, and the proposed terms of the further encumbrancing, refinancing, or hypothecation. Under no circumstances may Owner encumber, refinance, or otherwise hypothecate the Property for an amount in excess of 95% of the Purchase Price as set forth herein.

b. **City's Rights.** Within sixty (60) days following receipt of notice of a Request to Refinance, the City may, in its sole discretion, do one of the following:

i. Provide written notice of exercise of the City's Option to Purchase,
or

Attachment: Creekwood Resale Restriction Agreement (1795 : Rehabilitation of 330 Creekwood Court Below Market Rate Home)

ii. Provide written notice of consent to the Refinance, which consent shall be consistent with the City's goal of creating, preserving, maintaining, and protecting housing for persons of low and moderate, or

iii. Provide written notice of denial of the Request to Refinance.

5. **Sale Procedure.** Any Sale or transfer of any interest in the Property ("Sale") will be subject to the conditions set forth in this Agreement.

a. **Request to Sell.** The Owner shall not cause or permit any sale of the Property or any interest therein, to any person or entity without first giving advance written notice to the City of a Request to Sell and allowing sixty (60) days for the City to exercise its option to purchase the Property. The Request to Sell shall provide the proposed sale price and terms.

b. **City's Rights.** Within sixty (60) days following receipt of a Request to Sell, the City may, in its sole discretion, do one of the following:

i. Provide written notice of exercise of the City's Option to Purchase,
or

ii. Provide written waiver of the City's Option to Purchase,

6. **Conditions of Sale to Third Party.** If after complying with all requirements of the Sale Procedure set forth above, and if the City provides written waiver of the City's Option to Purchase, the Owner may sell the Property to a third party if the following conditions are satisfied:

a. **Occupancy.** The Property may be used as an owner-occupied unit as well as an affordable rental pursuant to the requirements of the City's *Below Market Rate (BMR) Rental Program Guidelines*.

b. **Income.** The buyer/s, collectively, earn at or below 120% of the then current County median income as defined by the United States Department of Housing and Urban Development. City will allow cosigners not meeting the above conditions for purposes of obtaining loans so long as the buyer of the Property meets the conditions set forth herein.

c. **Price.** The sale price does not exceed the Purchase Price as set forth herein.

d. **Restriction Agreement.** The Buyer executes a *Property Restriction Agreement and Option to Purchase*, provided by the City, which shall be recorded at the same time as the deed transferring title to the buyer.

7. **Foreclosure.** The recording by any lienholder of any notice of default, or notice of sale pursuant to Civil Code Section 2924 et.seq. (or as amended or replaced), shall constitute a

Request to Sell hereunder, and the City, or its designee, may exercise its preemptive Option to Purchase pursuant to the provisions of this Agreement, provided, however, that the City, or its designee or assignee, must complete such purchase no later than the end of the period established by California Civil Code Section 2924c for reinstatement of a monetary default under the deed of trust of mortgage.

a. Right to Cure. In the event of Owner's default under a deed of trust or mortgage, the City, or its designee or assignee, shall have the same right as the Owner to cure defaults and redeem the Property prior to foreclosure sale. Such redemption shall be subject to the same fees, charges and penalties which would otherwise be assessed against the Owner. Nothing herein shall be construed as creating any obligation on the part of the City to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

b. Surplus Funds. In the event the City, or its designee or assignee, does not exercise its Option to Purchase, and a foreclosure sale is consummated, any surplus proceeds to which the Owner may otherwise be entitled following foreclosure under California state law shall be paid as follows: after any payment of encumbrances as required by law, that portion of surplus, if any, up to but not exceeding the net amount that the Owner would have received had the City exercised its Option to Purchase the Property on the date of the foreclosure sale, shall be paid to the Owner on the date of the foreclosure sale; the balance of surplus, if any, shall be paid to the City, or its successors or assigns.

8. Option to Purchase. Owner hereby grants to City the Option to Purchase the Property under conditions set forth in this Agreement

a. Assignment. City may designate a governmental or nonprofit organization to exercise said Option to Purchase. City or its designee may assign this right to an individual private buyer who meets the City's eligibility qualifications. After the exercise of said right by City, its designee or assignee, in the manner hereinafter prescribed, City, its designee or assignee, may assign said Option to Purchase to any substitute individual private buyer who meets the City's eligibility requirements, is approved by the City and enters into a Property Restriction and Option to Purchase Agreement and other documents as required by the City. In no event shall City become in any way liable to Owner, nor become obliged in any manner, by reason of the assignment of its right to purchase, nor shall City be in any way obligated or liable to Owner for any failure of City's assignee to consummate a purchase of the Property or to comply with the terms of any purchase and sale agreement.

b. Purchase Price. The Purchase Price of the Property shall be fixed at the **lower amount** arrived at via the following two methods:

i. Fair Market Value. City or its designee shall have an appraisal made by a neutral professional appraiser of its choice to establish the fair market value. The Owner may also have an appraisal made by a neutral professional appraiser of Owner's choice to establish the fair market value. If agreement cannot be reached, the average of the two appraisals shall be deemed to be the fair market value.

ii. Adjusted Base Price. The Adjusted Base Price shall equal the Base Price (purchase price paid by Owner-Seller plus any prepayment fees paid by Owner-Seller at the time Owner-Seller purchased the Property) in the amount of **Three Hundred Fifty-two Thousand Nine Hundred Seventy Dollars (\$352,970.00)**; plus an amount, if any, to compensate for any increases in the housing component of the Consumer Price Index, San Francisco-Oakland-San Jose, California, all items (1982-84=100) as published periodically by the United States Department of Labor, Bureau of Labor Statistics ("Index"). For that purpose, the Index effective for the date of the purchase by the selling Owner of said Property shall be compared with the latest Index available on the date the house was last occupied in compliance with the Agreement. The percentage increase in the Index, if any, shall be computed and the base price shall be adjusted by that percentage ("Adjusted Base Price").

- Improvements. This adjusted price shall be increased by the actual cost of any reasonable substantial structural or permanent fixed improvements, provided such improvements were performed with prior written approval by City, and have been accepted by the City. No price adjustment will be made except upon presentation to the City of written documentation of all expenditures made by Owner for which an adjustment is requested.

- Deferred Maintenance. The Adjusted Base Price shall be decreased by an amount to compensate for deferred maintenance costs, which amount shall be determined in the following manner. Upon receipt of Owner's Request to Sell, City or its designee shall be given reasonable right of entry to the Property to determine whether any violations of applicable building, plumbing, electric, fire, or housing codes exist or of any other provisions of the Municipal Code. In the event deficiencies are noted, the City shall obtain estimates to cure the observed deficiencies. The Owner shall cure the deficiencies in a reasonable manner acceptable to City or designee within sixty (60) days of being notified of the results of the inspection, but in no event later than close of escrow. Should Owner fail to cure such deficiencies prior to the scheduled date of close of escrow, at the option of the City, its designee or assignee, escrow may be closed, title passed and money paid to the selling Owner subject to the condition that such funds as are necessary to pay for curing such deficiencies (based upon written estimates obtained by City) shall be withheld from the money due the selling Owner and shall be released to the City or its designee for the purpose of curing such deficiencies.

c. Escrow. If the City exercises its Option to Purchase said Property, City shall open escrow within seven (7) days after delivery of written notice of the exercise of the option. Escrow shall close within ninety (90) days after the opening.

d. Disclosures. Owner shall provide City with all disclosures regarding the Property as required by law within seven (7) days after the City provides notice of the exercise of its Option to Purchase. City's review and approval of the condition of the Property is a contingency of the City's purchase. If the condition of the Property is unacceptable, the City has thirty (30) days following receipt of all disclosures to cancel the purchase by providing written notice to Owner. If the City does not provide written notice of cancellation then this contingency is deemed waived.

e. **Title.** Title to the Property shall be conveyed to City by grant deed, free of all monetary liens and encumbrances. All property taxes, assessments and homeowner dues shall be paid current by Owner through the close of escrow.

f. **Closing Costs.** Closing costs and title insurance shall be paid pursuant to the custom and practice of the City of Morgan Hill at the time of the opening of such escrow.

g. **Occupancy.** Owner or tenant shall vacate the Property and deliver possession to the City upon close of escrow.

9. **Subordination.** This Agreement shall be subordinate to any first deed of trust or mortgage ("First Deed of Trust") securing a 30 year, fully amortized, fixed rate promissory note for the repayment of funds used entirely for the Owner's purchase of the Property, provided the beneficiary of the note is a federally or state chartered bank or savings and loan association qualified to do business in the State of California ("Senior Lien Holder"). City and Owner acknowledge and agree that this Agreement is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Deed of Trust. This Agreement is also subject and subordinate to all advances made pursuant to the First Deed of Trust held by a Senior Lien Holder including all sums advanced for the purposes of protecting or further securing the lien of the First Deed of Trust, curing defaults by the Owner under the First Deed of Trust, or any other purpose expressly permitted by the First Deed of Trust.

10. **Prohibited Transfer.** Any transfer, Sale or Refinance in violation of the terms of this Agreement shall be deemed a "Prohibited Transfer". Upon receiving notification of a Prohibited Transfer, City may give written notice to the Owner, specifying the nature of the Prohibited Transfer. If the violation is not corrected to the satisfaction of the City within ten (10) days after the date of the notice or within such further time as City determines is necessary to correct the violation, City may declare a Default under this Agreement.

11. **Permitted Transfers.** The following transfers of title to the Property or any interest therein are not Prohibited Transfers and are not subject to the Option to Purchase provisions of this Agreement, provided the transfer is to the Owner's spouse or issue, and provided that all covenants in this Agreement shall continue to run with the title to said Property following said transfers: (i) by gift, (ii) by marriage, (iii) by divorce, (v) by devise, (vi) by inheritance, or (vi) by right of survivorship.

12. **Default.** Any material breach of the Owner's terms, covenants or obligations under this Agreement and/or any Prohibited Transfer shall be deemed a Default. The City's remedies for a Default include, but are not limited to, the following: City may exercise its Option to Purchase, and/or City may apply to a court of competent jurisdiction for specific performance of this Agreement, for an injunction prohibiting a proposed Transfer in violation of this Agreement, for a declaration that the Prohibited Transfer is void, for an award of damages and attorney fees, and for such other relief as may be appropriate.

13. **Distribution of Insurance and Condemnation Proceeds.** In the event that the Property is partially or totally destroyed and insurance proceeds are distributed to Owner instead of being used to rebuild, or in the event of condemnation, if proceeds thereof are distributed to

Owner, or in the event of termination of any applicable homeowner's association and distribution of the assets of the association to the members thereof, including Owner, any surplus proceeds so distributed remaining after payment of encumbrances of said Property shall be distributed as follows: that portion of the surplus up to but not to exceed the net amount that Owner would have received under the formula set forth above had City exercised its Option to Purchase the Property on the date of the destruction, condemnation valuation date, or liquidation, shall be distributed to Owner, and the balance of such surplus, if any, shall be distributed to City or its successors or assigns.

14. **Notices.** In every case when, under the provisions of the Agreement, it shall be necessary or desirable for one party to serve any notice, request, demand, report or other communication on another party, the same shall be in writing and shall not be effective for any purpose unless served: (i) personally; or (ii) by independent, reputable, overnight commercial courier; or (iii) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested; addressed as follows:

To Owner: Morgan Hill Redevelopment Agency
17575 Peak Avenue
Morgan Hill, CA 95037

To City: Director of Business Assistance and Housing Services
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, California 95037

Any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of delivery thereof.

15. **Successors Bound.** The terms of the Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns.

16. **Attorney Fees and Costs.** If any legal action is filed that arises out of the terms of this Agreement, or the interpretation or enforcement thereof, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred therein.

17. **No Waiver.** No delay or omission on the part of the City in exercising any right under the Agreement shall operate as a waiver of such right.

18. **Right to Enforce.** This Agreement shall not benefit or be enforceable by any person, or firm, or corporation, public or private, except the City of Morgan Hill and the Owner and their respective successors and assigns.

19. **Entire Agreement.** The Agreement, City Note and City Deed of Trust set forth the entire understanding between Owner and the City and will not be amended except by a written instrument duly executed by all parties hereto. Any previous representations, warranties, agreements, and understandings among the parties regarding the subject matter of the

Agreement, City Note and City Deed of Trust whether written or oral, are superseded by the terms of the Agreement, City Note and City Deed of Trust.

20. **Preservation of Agreement.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in the document, and the document shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

21. **Controlling Law and Venue.** The terms of the Agreement shall be interpreted under the laws of the State of California. The Agreement was entered into and is to be performed in the County of Santa Clara, which is the exclusive venue for any action or dispute arising out of said Agreement.

22. **Captions.** All captions and headings in the Agreement are for the purposes of reference and convenience and shall be disregarded for all other purposes, including the construction or enforcement of any of provisions thereof.

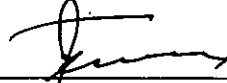
23. **Joint and Several.** The obligations of each Owner signing below shall be joint and several.

24. **Time of the Essence.** Time is of the essence with regard to all matters contained in the Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first written above.

3-15-11
Date

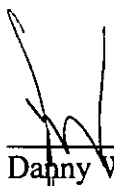
THE CITY OF MORGAN HILL


J. Edward Tewes, City Manager

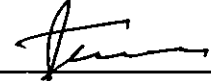
PROPERTY OWNER(S):

Morgan Hill Redevelopment Agency
a public body, corporate and politic

APPROVED AS TO FORM:


DAN F. WAN
Danny Wan, City Attorney

Date: 3/15/11


J. Edward Tewes, Executive Director

Date: 3-15-11

Agency Meeting: February 25, 2009

1/14

State of California
County of Santa Clara

On March 15, 2011, before me, Michelle Wilson, a Notary Public in and for said County and State, personally appeared J. EDWARD TEWES, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



SIGNATURE OF NOTARY PUBLIC



(ABOVE AREA FOR NOTARY SEAL)

Attachment: Creekwood Resale Restriction Agreement (1795 : Rehabilitation of 330 Creekwood Court Below Market Rate Home)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

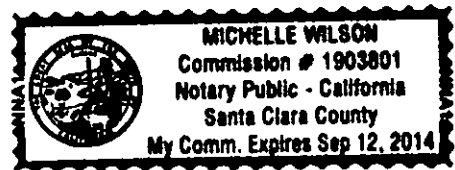
State of **California**
County of **Santa Clara** }ss.

On March 15, 2011, before me, Michelle Wilson, a Notary Public in and for said County and State, personally appeared **J. EDWARD TEWES**, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


SIGNATURE OF NOTARY PUBLIC



(ABOVE AREA FOR NOTARY SEAL)

Attachment: Creekwood Resale Restriction Agreement (1795 : Rehabilitation of 330 Creekwood Court Below Market Rate Home)

"EXHIBIT A"
PROPERTY DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA County of Santa Clara, City of Morgan Hill, and is described as follows:

LOT 7, AS SHOWN ON THAT CERTAIN MAP OF TRACT NO. 7916 CREEKSIDE VILLAGE THREE PHASE IV, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON OCTOBER 29, 1986, IN BOOK 566 OF MAPS, PAGE(S) 26 AND 27.

APN: 726-03-041

ADDRESS: 330 CREEKWOOD COURT
MORGAN HILL, CA 95037

Morgan Hill CA 95037

RESOLUTION NO.

A RESOLUTION APPROVING AN AMENDMENT TO THE CITY'S FISCAL YEAR 2017-2018 BUDGET IN THE HOUSING SUCCESSOR AGENCY FUND (FUND NO. 255) TO APPROPRIATE SEVENTY-FOUR THOUSAND EIGHT HUNDRED FIFTY-TWO DOLLARS (\$74,852,000) THEREFORE

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 City.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the 6th day of June, 2018.

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. XX-XXX, adopted by the City Council at a regular meeting held on June 6, 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 #

041

FUND:

DEPARTMENT:

OBJECT:

255	Housing Successor Agency
7220	
86100	ACQUISITION EXPENSE

AGENDA DATE:

AGENDA ITEM TITLE:

06/06/18
BMR Home Rehabilitation - 330 Creekwood

	07/01/17			06/30/18 PROJECTED
	BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	ENDING FUND BALANCE
ORIGINAL BUDGET	5,369,994	1,285,374	1,945,760	4,709,608
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	-	1,165,343	(1,165,343)
RECOMMENDED ACTION	-	-	74,852	(74,852)
RESULT OF RECOMMENDED ACTION	<u>5,369,994</u>	<u>1,285,374</u>	<u>3,185,955</u>	<u>3,469,413</u>



CITY COUNCIL STAFF REPORT

MEETING DATE: June 6, 2018

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

AUTHORIZE WRITE-OFF OF UNCOLLECTIBLE HOUSING REHABILITATION LOAN IN ACCORDANCE WITH THE WRITE-OFF POLICY

RECOMMENDATION(S)

Authorize write-off of uncollectible housing loan in the amount of \$38,725, in accordance with the write-off policy.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility

2018 Strategic Priorities

Financial Stewardship

REPORT NARRATIVE:

While the Finance Division makes every effort to collect unpaid accounts receivables, some inevitably become uncollectible and must be removed from the general ledger. It is the City's policy to actively pursue collections, regularly review the status of past-due accounts, and write-off amounts determined to be uncollectible. It is also a best practice to write-off (remove) uncollectible amounts from the general ledger account balances, so that the City does not overstate its assets.

A recent review identified one account which was deemed uncollectible. As a result, staff is recommending the City Council authorize staff to write off \$38,725 in uncollectible debt.

<u>Type</u>	<u>#</u>	<u>Amount</u>
Housing Rehab. Loan	1	\$38,725

The housing rehabilitation loan was made using the Community Development Block Grant (CDBG) for Rehabilitation Program to Ron and Cynthia Stiltz. In 2012, the debtors filed for Chapter 13 Bankruptcy and after several years of court battle, the City was not granted the superiority as a secured creditor, but rather deemed a general unsecured creditor. The balance of the loan at the time was \$56,542. The City received a total of \$17,817 through the bankruptcy process. In December 2017, the court issued an order of discharge for all remaining debt, further preventing the City from attempting to collect the discharged debt. The current remaining balance of the loan is equal to the amount which staff is recommending removing from the books.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the recommended action.

ALTERNATIVE ACTIONS:

None.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On June 7, 2017, Council adopted a revised write-off policy.

FISCAL AND RESOURCE IMPACT:

CDBG monies are federal funds which provide communities with resources to address a wide range of unique community development needs. While these funds were not the City's dollars, the funds lost could have been reprogramed for a similar purpose in the community. The write-off amount of \$38,725 would decrease the receivable in CDBG Fund 216. (GL Acct# 216.118.11804).

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

This item is an administrative activity of government that will not result in direct or indirect physical changes in the environment.

LINKS/ATTACHMENTS:

1. Order of Discharge

Information to identify the case:

Debtor 1	<u>Ronald Dee Stiltz</u>	Social Security number or ITIN	xxx-xx-9843
	First Name Middle Name Last Name	EIN	--_-----
Debtor 2	<u>Cynthia Ann Stiltz</u>	Social Security number or ITIN	xxx-xx-5402
(Spouse, if filing)	First Name Middle Name Last Name	EIN	--_-----
United States Bankruptcy Court Northern District of California			
Case number: 12-56126			

Order of Discharge

12/15

IT IS ORDERED: A discharge under 11 U.S.C. § 1328(a) is granted to:

Ronald Dee Stiltz

Cynthia Ann Stiltz

12/14/17**By the court:** Stephen L. Johnson
United States Bankruptcy Judge**Explanation of Bankruptcy Discharge in a Chapter 13 Case**

This order does not close or dismiss the case.

Creditors cannot collect discharged debts

This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from the debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtors damages and attorney's fees.

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

This order does not prevent debtors from paying any debt voluntarily. 11 U.S.C. § 524(f).

Most debts are discharged

Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts provided for by the chapter 13 plan.

In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

Some debts are not discharged

Examples of debts that are not discharged are:

- ◆ debts that are domestic support obligations;
- ◆ debts for most student loans;
- ◆ debts for certain types of taxes specified in 11 U.S.C. §§ 507(a)(8)(C), 523(a)(1)(B), or 523(a)(1)(C) to the extent not paid in full under the plan;

For more information, see page 2

- ◆ debts that the bankruptcy court has decided or will decide are not discharged in this bankruptcy case;
- ◆ debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- ◆ some debts which the debtors did not properly list;
- ◆ debts provided for under 11 U.S.C. § 1322(b)(5) and on which the last payment or other transfer is due after the date on which the final payment under the plan was due;
- ◆ debts for certain consumer purchases made after the bankruptcy case was filed if obtaining the trustee's prior approval of incurring the debt was practicable but was not obtained;

- ◆ debts for restitution, or damages, awarded in a civil action against the debtor as a result of malicious or willful injury by the debtor that caused personal injury to an individual or the death of an individual; and
- ◆ debts for death or personal injury caused by operating a vehicle while intoxicated.

In addition, this discharge does not stop creditors from collecting from anyone else who is also liable on the debt, such as an insurance company or a person who cosigned or guaranteed a loan.

This information is only a general summary of a chapter 13 discharge; some exceptions exist. Because the law is complicated, you should consult an attorney to determine the exact effect of the discharge in this case.

Attachment: Order of Discharge (1786 : Uncollectible Debt Write-Off)

Notice Recipients

District/Off: 0971-5

User: admin

Date Created: 12/14/2017

Case: 12-56126

Form ID: 3180W

Total: 85

Recipients submitted to the BNC (Bankruptcy Noticing Center) without an address:

cr Provident Funding Associates, L.P.

TOTAL: 1

Recipients of Notice of Electronic Filing:

ust	Office of the U.S. Trustee / SJ	USTPRegion17.SJ.ECF@usdoj.gov
tr	Devin Derham-Burk	ctdocs@ch13sj.com
aty	David A. Boone	ecfdavidboone@aol.com
aty	Edward Jun Fetzner	edwardfetzner@gmail.com
aty	Joe J. Solseng	jsolseng@robinsontait.com
aty	Joseph Garibyan	cmartin@pralc.com
aty	Robert P. Zahradka	caecf@tblaw.com
aty	Theron Spencer Covey	tcovey@rasflaw.com

TOTAL: 8

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	Ronald Dee Stiltz	3785 Oak Canyon Lane	Morgan Hill, CA 95037-0000
jdb	Cynthia Ann Stiltz	3785 Oak Canyon Lane	Morgan Hill, CA 95037-0000
cr	LVNV Funding LLC	c/o Resurgent Capital Services	P.O. Box 10587 Greenville, SC 29603-0587
cr	Provident Funding	2525 West Camelback Road, Suite #300	Phoenix, AZ 85016
smg	State Board of Equalization	Attn: Special Procedures Section, MIC:55	P.O. Box 942879 Sacramento, CA 94279
smg	CA Employment Development Dept.	Bankruptcy Group MIC 92E	P.O. Box 826880 Sacramento, CA 94280-0001
smg	CA Franchise Tax Board	Attn: Special Procedures	P.O. Box 2952 Sacramento, CA 95812-2952
smg	IRS	P.O. Box 7346 Philadelphia, PA 19101-7346	
12824898	Adrian and Carol Stiltz	1528 Hussman Ave	Gardnerville, NV 89410
12824899	Afni, Inc.	Attn: Bankruptcy Po Box 3097	Bloomington, IL 61702
12824900	Allied International Credit Corp	100 East Shore Drive, 3rd Floor	Glen Allen, VA 23059
12824901	American Express	Po Box 981540 El Paso, TX 79998	
12887030	American Express Bank FSB	c/o Becket and Lee LLP POB 3001	Malvern PA 19355-0701
12918785	American InfoSource LP as agent for	Verizon PO Box 248838	Oklahoma City, OK 73124-8838
12824902	Bank Of America	Po Box 982238 El Paso, TX 79998	
12824903	Bank Of America	Po Box 982238 El Paso, TX 79998	
12824904	Board of Equalization, State of CA	Acct Analysis Ctrl Sec MIC: 29	P.O. Box 92879 Sacramento, CA 94279-0029
12824905	Boitano, Sargent & Lilly, LLP	1760 The Alameda	San Jose, CA 95126
12824917	CSAA Insurance	PO Box 30270 Los Angeles, CA 90030-0270	
12824906	Chase	P.o. Box 15298 Wilmington, DE 19850	
12824907	Chase	PO Box 78148 Phoenix, AZ 85062-8148	
12824908	Chase	Po Box 24696 Columbus, OH 43224	
12824909	Chase	Po Box 24696 Columbus, OH 43224	
12824910	Chase Bank	340 S Cleveland Ave, Bldg 370	Westerville, OH 43081
12824911	Chase Cardmember Service	P.O. Box 94014 Palatine, IL 60094-4014	
12824912	Chase Cardmember Service	P.O. Box 94014 Palatine, IL 60094-4014	
12824913	Chase Home Finance	P.O. Box 78116 Phoenix, AZ 85062-8116	
12824914	Chase Home Finance	P.O. Box 78116 Phoenix, AZ 85062-8116	
12824915	City Clerk's Office	City of Morgan Hill 17555 Peak Ave	Morgan Hill, CA 95037
12944000	City of Morgan Hill	Leslie Little 17575 Peak Avenue	Morgan Hill, CA 95037
12824916	Client Services, Inc.	3451 Harry S Truman Blvd	Saint Charles, MO 63301
12824918	Discover Financial	Attention: Bankruptcy Department	Po Box 3025 New Albany, OH 43054
12854537	FIA CARD SERVICES, N.A.	4161 Piedmont Parkway	NC4 105 03 14 Greensboro, NC 27410
12824919	FIA Card Services	PO Box 301200 Los Angeles, CA 90030-1200	
12824920	Financial Asset Management	PO Box 451409 Atlanta, GA 31145-9409	
12824921	Focus Receivables Management	1130 Northchase Parkway, Ste 150	Marietta, GA 30067
12824922	Franchise Tax Board	Special Procedures PO Box 2952	Sacramento, CA 95812
12824923	Frederick J. Hanna & Associates, PC	Attorneys at Law 1427 Roswell Road	Marietta, GA 30062
12824924	Internal Revenue Service	PO Box 7346 Philadelphia, PA 19101-7346	
12824925	Internal Revenue Service	PO Box 7346 Philadelphia, PA 19101-7346	
13362113	JPMorgan Chase Bank, N.A.	c/o Five Lakes Agency, Inc.	P.O. Box 80730 Rochester, MI 48308-0730
12824926	Jackson Oaks Association	PO Box 518 Morgan Hill, CA 95038	
12824927	Kaiser Foundation Health Plan, Inc.	File 50016 Los Angeles, CA 90074-0445	
13202598	LVNV Funding LLC	c/o Resurgent Capital Services PO Box 10587	Greenville, SC 29603-0587

12824928	Leading Edge Recovery Solutions	P.O. Box 129	Linden, MI 48451-0129
12824929	Lina Velasquez	85 E. 5th Street	Morgan Hill, CA 95037
12824930	Lion MTS	2801 Hollycroft St	Gig Harbor, WA 98335
12824931	Midland Credit Management	8875 Aero Dr., Ste. 200	San Diego, CA 92123
12824932	Midland Funding	8875 Aero Dr Ste 200	San Diego, CA 92123
12824933	NCO Financial Systems	507 Prudential Rd	Horsham, PA 19044
12824934	Nextel	P.O. Box 5818	Denver, CO 80217
12824935	Northstar Location Services, LLC	4285 Genesee Street	Buffalo, NY 14225-1943
12824937	PG&E	P.O. Box 8329	Stockton, CA 95208
12883691	Pacific Gas and Electric Company	Sarah Torres, Bankruptcy Rep	P.O. Box 8329 Stockton, CA 95208
12824936	Penn Credit	916 S 14th Street	PO Box 988 Harrisburg, PA 17108-0988
12824938	Philip Woolkstein DMD	Gregory F Wolkstein DDS	841 Blossom Hill Road, #210 San Jose, CA 95123
13037174	Portfolio Recovery Associates, LLC	PO Box 41067	Norfolk VA 23541
13954339	Provident Funding	PO Box 5914	Santa Rosa, CA 95402-5914
13740460	Provident Funding Associates, L.P.	1235 N. Dutton Ave. Suite E	Santa Rosa, CA 95401
12824939	Provident Funding Association	PO Box 5914	Santa Rosa, CA 95402
12824940	Razor Capital LLC	4827 Geary Blvd	San Francisco, CA 94118
12824941	Recology South Valley	1351 Pacheco Pass Highway	Gilroy, CA 95020
12824942	Recology South Valley	1351 Pacheco Pass Highway	Gilroy, CA 95020
12877234	Recology South Valley	Recology San Benito County	1351 Pacheco Pass Hwy Gilroy, CA 95020
12824943	Spay and Neuter Clinic	1780 Old Bayshore Highway	San Jose, CA 95112
12824944	Sprint	P.O. Box 54977	Los Angeles, CA 90054-0977
12824945	State of California - EDD	Bankruptcy Unit - MIC 92E	PO Box 826880 Sacramento, CA 94280
12824946	Stoneleigh Recovery Associates	PO Box 1479	Lombard, IL 60148-8479
12824947	Sunrise Credit Services, Inc.	P.O. Box 9100	Farmingdale, NY 11735-9100
12824948	Transworld Systems Inc.	PO Box 17221	Wilmington, DE 19850
12824949	U.S. Attorney General	Civil Trial Sec. Western	PO Box 683 Ben Franklin Washington, DC 20044
12824951	USCB, Inc.	P.O. Box 74929	Los Angeles, CA 90004-0929
12824950	United States Attorney's Office	Attn: Chief Tax Division	450 Golden Gate Ave. 10th San Francisco, CA 94102
12824952	Verizon Wireless	Bankruptcy Administration	PO Box 3397 Bloomington, IL 61702
12824953	Vonage	23 Main Street	Holmdel, NJ 07733
12824954	Wells Fargo	P.O. Box 30086	Los Angeles, CA 90030-0086

TOTAL: 76

Attachment: Order of Discharge (1786 : Uncollectible Debt Write-Off)



CITY COUNCIL STAFF REPORT

MEETING DATE: June 6, 2018

PREPARED BY: Jennie Tucker, Community Services Supervisor

APPROVED BY: City Manager

REPORT ON CURRENT OPERATIONS AT SKATEBOARD/BMX PARK

RECOMMENDATION(S)

Receive update on current operations at Skateboard/BMX Park.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility

Supporting Our Youth

Seniors

and Entire Community

REPORT NARRATIVE:

Since opening the Skateboard/BMX Park in 2009 the City has made updates related to how it operates the park. Most recently on October 18, 2017, the City Council approved a staff recommendation to change the operating model for the Skateboard/BMX Park, eliminating direct staffing at the Park on a trial basis. At the same time, funding was increased for Building Coordinators at the Centennial Recreation Center (CRC). The change was designed to allow the Building Coordinators to continue to check on the Skateboard/BMX Park regularly, while at the same time improving customer service and maintenance at the CRC. The Building Coordinators are responsible for opening the Park and monitoring activity, regularly, to ensure that appropriate use of the park continues. The change also resulted in a net savings of approximately \$7,500 annually. The Council directed staff to return with an update on the operations after six months, which is the purpose of this report.

California State law (Government Code Section 831.7.) provides qualified immunity to local public agencies who operate skateboard parks as skateboarding is classified as a "hazardous recreational activity." As such, this classification offers strong liability protection for a sport that can be dangerous if performed responsibly. This shields public entities and public employees from liability to any person participating in a hazardous recreational activity, including voluntary spectators, who recognized the substantial risk of injury due to the activity. Public entities and public employees remain liable for injuries proximately caused by the negligent failure of the public entity or public employee to properly construct or maintain in good repair any structure, recreational equipment or machinery, or substantial work of improvement. Therefore, not supervising the Park does not expose the City to any greater liability, provided we continue to perform maintenance on the park.

Current Operations

Staff implemented the approved staffing changes to the Skateboard/BMX Park on January 2, 2018. Currently there are no direct staff at the Park, however there is a Building Coordinator on-duty during all Skatepark//BMX hours. That individual is responsible for ensuring safety rules are being met. The Building Coordinator walks out to the Park every few hours and monitors park cameras regularly from the office to check on the Park.

Over the last six months, the following highlights have been observed:

- Increased usage at the park. Without staffing, formal attendance numbers are not kept, but by informal observation, use estimates are up to 3 times prior use.
- Use of safety equipment has been reduced. City staff require equipment to be worn when performing routine checks, but until these checks occur users regularly don't wear equipment.
- City staff have received a handful of complaints about users breaking the rules from parents. Staff have also received a handful of positive comments on the new park use.
- The changes have not impacted users of the Senior Center, which was an issue that occurred previously when the park was unstaffed.
- There has not been an increase in calls to the Police Department based on the change in the model. Since the staff change in January, the Skateboard/BMX Park has only had four reported Police calls. One for a juvenile smoking marijuana, one for a skater causing disturbance, and two for skaters entering the park while it was closed. During this same timeframe in 2017 (January-May), Police had three reported calls (only one less).
- There have been at least two incidents of major graffiti during the trial period. This correlates with the significant uptick in graffiti throughout the entire City during the same time period.

The additional weekday hours of the Building Coordinator at the CRC have freed up time of the maintenance team assigned to the CRC. The Building Coordinator is able to help with room and sports courts set ups, clerical work, assisting program areas as needed, and light maintenance duties. This has proven to be very beneficial to the daily customer service and operations of the CRC.

Staff is recommending Council approve continuing the trial period for a full year. The current operations are not resulting in a significant negative impact. The minimal negative impacts have been balanced by positive impacts, including increased use. The additional time will allow staff to evaluate the operating model through the summer and continue to refine systems to manage the park in the new model. Staff will return to Council at the end of this calendar year to provide another update. Should the need arise before the end of the calendar year, staff would return to Council for further discussion.

COMMUNITY ENGAGEMENT: Consult

Before the operational changes were implemented in January, notices were provided at the Park, on the City Website, and via social media. Building Coordinators scheduled during park hours continue to build relationships with many of the regular users who have freely provided feedback.

ALTERNATIVE ACTIONS:

The Council may choose to provide additional direction to staff on managing the Park or direct staff to return to a staffed operating model.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- April 2008 – City Council approved a supervision plan for the Skateboard/BMX Park that did not include charging users.
- 2009 budget reduction process – City Council approved a budget that did not include supervision of the park as originally planned.
- July 22, 2009 - City Council approved changing the operations at the park to a supervised facility where a fee was collected.
- August 26, 2009 - City Council adopted a resolution establishing a \$1 daily entry fee for use of the park. Council also directed staff to monitor operations closely and report back regularly.
- April 28, 2010 – City Council accepted a report on Park operations.
- August 25, 2010 - City Council accepted a report on Park operations.
- May 25, 2012 - During the 2012 City Council Budget Workshop, the Council received an update on Skate Park operations. The Council decided to continue supervising the park and directed staff to waive the \$1 entrance fee during the summer months in efforts to increase attendance.
- September 19, 2012 – City Council received a report on Park operations and directed staff to permanently eliminate the \$1 admission fee.
- June 5, 2013 – City Council accepted a report on Park operations.
- October 17, 2017 – The Parks and Recreation Commission reviewed the proposed changes to the Skateboard/BMX Park operations.
- October 18, 2017 – City Council approved changes to Skateboard/BMX Park operations to eliminate direct staffing at the Park on a trial basis.

FISCAL AND RESOURCE IMPACT:

The staffing changes have resulted in a staff savings of \$3,750 for January-June 2018 (FY 17-18). It is anticipated to result in a staff savings of \$7,500 for subsequent years.

CEQA (California Environmental Quality Act):

Categorical Exemption

The planned maintenance and management of city facilities falls within the CEQA categorical exemption of Class 1, Existing Facilities.



CITY COUNCIL STAFF REPORT

MEETING DATE: June 6, 2018

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

ANNUAL EVALUATION REPORTS FOR THE SANTA CLARA COUNTY MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION (PPI)

RECOMMENDATION(S)

Accept the Annual Evaluation Reports for FY 2015-16 (Year 1) and FY 2016-17 (Year 2) of the 2015 Santa Clara County Multi-Jurisdictional Program for Public Information (PPI).

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Protecting the Environment

2018 Strategic Priorities

Community Engagement and Messaging

REPORT NARRATIVE:

The City continues to participate in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program's (NFIP) Community Rating System (CRS) Program. CRS is a voluntary program with three goals: to reduce flood damages to insurable property, to strengthen and support the insurance aspects of the NFIP, and to encourage a comprehensive approach to floodplain management. Participating CRS communities earn flood insurance premium discounts for their residents and businesses by conducting floodplain management activities that exceed NFIP minimum requirements. Communities earn CRS points for activities that promote good flood risk reduction practices and encourage the purchase of flood insurance. Types of activities eligible for CRS credit include flood emergency preparedness planning, maintenance of elevation certificates, open space preservation within the designated floodplains, and public outreach and education on flood risk and flood insurance. Under CRS, each 500 points earned translates into a 5% discount off flood insurance premiums within the earning community. Attached is a FEMA brochure with additional CRS information.

The City of Morgan Hill has participated in the CRS Program since May 2003 and has a current CRS class rating of 7 which allows Morgan Hill residents and businesses a 15% discount on their flood insurance premium. Based on current NFIP data, there are 509 flood insurance policies in force within the City of Morgan Hill and policy holders paid a total of \$491,736 in annual flood insurance premiums (an average annual premium of \$966 per policy). As a result of the City's CRS class 7 rating, the total annual savings to Morgan Hill policy holders was approximately \$68,883 (an average savings of \$135 per policy).

The Program for Public Information (PPI) was introduced into the CRS in 2013. The PPI encourages participating CRS communities to work together with local stakeholders to design a program for community outreach on flood risk reduction that best fits local needs. The Santa Clara Valley Water District (SCVWD) hosted the development of a PPI in 2013 and 2014 for all participating CRS communities in Santa Clara County. The SCVWD invited the City of Morgan Hill and the cities of Cupertino, Gilroy, Los Altos, Milpitas, Mountain View, Palo Alto, San Jose, Santa Clara, Sunnyvale, and the County of Santa Clara to participate in the development of a multi-jurisdictional PPI.

The City Council adopted the 2015 Santa Clara County Multi-Jurisdictional Program for Public Information (PPI) on August 24, 2016 (Resolution No. 16-134). FEMA requires that annual evaluation reports on the Multi-Jurisdictional PPI be shared with the elected bodies that approved them. The first annual evaluation report which covers FY 2015-16 (Year 1) was completed on September 2016 and the second report covering FY 2016-17 (Year 2) was completed on November 2017. However, staff has not yet provided the reports to the City Council and is attaching copies of the two annual evaluation reports submitted to FEMA to document the PPI activities. Staff will continue to share these reports with the City Council via the consent calendar.

For both fiscal years, the PPI activities focused on: (a) obtaining the initial approval of the elected bodies that was required for each community to qualify for the CRS points earned through the PPI; (b) setting-up a shared, electronic accounting system to keep track of the PPI activities of each CRS community; and (c) implementing an extensive outreach program for flood risk reduction mainly by the SCVWD. Morgan Hill residents that live within a FEMA-designated floodplain received the SCVWD's annual floodplain mailers distributed countywide in 2016 and 2017. The PPI activities performed by the City during the past two fiscal years include: mailed an annual Flood Report to all Morgan Hill residents; posted a copy of the annual Flood Report on the City's Flood information webpage together with links to FEMA's and SCVWD's websites; sent a flood awareness message to the community via City email blast, social media and Nextdoor during the January 2017 storm; advertised the National River Clean-up Day on Facebook and in the City's Recreation Activity Guide's 2016 Summer edition and advertised the California Coastal Clean-up Day on Facebook and in the Recreation Activity Guide 2016 Fall edition; and promoted ALERT SCC (Santa Clara County Emergency Alert System) on Facebook.

It is estimated that each CRS community could earn up to 340 points for the Multi-Jurisdictional PPI effort. Aside from the additional CRS points that the City can gain through the City's PPI participation, City staff also benefits from the close collaboration with the staff from other cities throughout the County which helps strengthen Morgan Hill's CRS program implementation.

Staff is continuing to participate in the PPI meetings. The FY 2017-18 (Year 3) PPI annual evaluation report will be provided to the City Council when it becomes available sometime in late 2018.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community about the City's PPI activities. City staff invited Mr. William McClintock, Morgan Hill resident and local civil engineer, to participate in the PPI Stakeholder meetings as Morgan Hill's community and non-governmental stakeholder representative. Mr. McClintock attended the PPI stakeholder meeting held on June 27, 2017.

ALTERNATIVE ACTIONS:

Not Applicable – acceptance of a report only; no action required.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On August 24, 2016, the City Council adopted Resolution No. 16-134 which adopted the 2015 Santa Clara County Multi-Jurisdictional Program for Public Information (PPI).

FISCAL AND RESOURCE IMPACT:

The acceptance of this report has no fiscal impact. The City's participation in the implementation of the PPI can be accommodated with the existing staff and operating budgets for the Floodplain Management Program within the Community Development Department. The SCVWD is incurring the cost to manage and coordinate the meetings and other tasks associated with the Multi-Jurisdictional PPI. There are no expected additional costs in the staff's continued PPI participation.

CEQA (California Environmental Quality Act):

Not a Project

The acceptance of this report is considered "an organizational or administrative activity of a government that will not result in direct or indirect physical changes in the environment."

LINKS/ATTACHMENTS:

1. FEMA CRS Brochure
2. PPI Annual Report for FY 2015-16 - Year 1
3. PPI Annual Report for FY 2016-17 - Year 2

National Flood Insurance Program Community Rating System

A Local Official's Guide to

Saving Lives

Preventing Property Damage

Reducing the Cost of Flood Insurance

FEMA B-573 / May 2015



FEMA

How the Community Rating System Works

Every year, flooding causes hundreds of millions of dollars' worth of damage to homes and businesses around the country. Standard homeowners and commercial property policies do not cover flood losses. So, to meet the need for this vital coverage, the Federal Emergency Management Agency (FEMA) administers the National Flood Insurance Program (NFIP).

The NFIP offers reasonably priced flood insurance in communities that comply with minimum standards for floodplain management.

The NFIP's Community Rating System (CRS) recognizes community efforts beyond those minimum standards by reducing flood insurance premiums for the community's property owners. The CRS is similar to — but separate from — the private insurance industry's programs that grade communities on the effectiveness of their fire suppression and building code enforcement.

CRS discounts on flood insurance premiums range from 5% up to 45%. Those discounts provide an incentive for new flood protection

activities that can help save lives and property in the event of a flood.

To participate in the CRS, your community can choose to undertake some or all of the 19 public information and floodplain management activities described in the CRS Coordinator's Manual.

You're probably already doing many of these activities. To get credit, community officials will need to prepare an application documenting the efforts.

The CRS assigns credit points for each activity. Table 2 lists the activities and the possible number of credit points for each one. The table also shows the average number of credit points communities earn for each activity. These averages may give a better indication than the maximums of what your community can expect.

To be eligible for a CRS discount, your community must do Activity 310, Elevation Certificates. If you're a designated repetitive loss community, you must also do Activity 510,

Floodplain Management Planning. All other activities are optional.

Based on the total number of points your community earns, the CRS assigns you to one of ten classes. Your discount on flood insurance premiums is based on your class.

For example, if your community earns 4,500 points or more, it qualifies for Class 1, and property owners

in the floodplain get a 45% discount. If your community earns as little as 500 points, it's in Class 9, and property owners in the floodplain get a 5% discount. If a community does not apply or fails to receive at least 500 points, it's in Class 10, and property owners get no discount.

Table 1, below, shows the number of points required for each class and the corresponding discount.

Table 1:

How much discount property owners in your community can get

Rate Class	Discount		Credit Points Required
	SFHA*	Non-SFHA**	
1	45%	10%	4,500 +
2	40%	10%	4,000 - 4,499
3	35%	10%	3,500 - 3,999
4	30%	10%	3,000 - 3,499
5	25%	10%	2,500 - 2,999
6	20%	10%	2,000 - 2,499
7	15%	5%	1,500 - 1,999
8	10%	5%	1,000 - 1,499
9	5%	5%	500 - 999
10	0%	0%	0 - 499

* Special Flood Hazard Area

** Preferred Risk Policies are available only in B,C, and X Zones for properties that are shown to have a minimal risk of flood damage. The Preferred Risk Policy does not receive premium rate credits under the CRS because it already has a lower premium than other policies. Although they are in SFHAs, Zones AF and A99 are limited to a 5% discount. Premium reductions are subject to change.

Table 2:

What You Can Do to Get Credit

The CRS grants credit for 19 different activities that fall into four series:

Series 300	Public Information	Maximum Points*	Average Points*
	This series credits programs that advise people about the flood hazard, flood insurance, and ways to reduce flood damage. The activities also provide data that insurance agents need for accurate flood insurance rating.		
310	Elevation Certificates Maintain FEMA elevation certificates for new construction in the floodplain. (At a minimum, a community must maintain certificates for buildings built after the date of its CRS application.)	116	46
320	Map Information Service Provide Flood Insurance Rate Map (FIRM) information to people who inquire, and publicize this service.	90	63
330	Outreach Projects Send information about the flood hazard, flood insurance, flood protection measures, and/or the natural and beneficial functions of floodplains to flood-prone residents or all residents of a community.	350	63
340	Hazard Disclosure - Real estate agents advise potential purchasers of flood-prone property about the flood hazard. - Regulations require notice of the hazard.	80	14
350	Flood Protection Information The public library and/or community's website maintains references on flood insurance and flood protection.	125	33
360	Flood Protection Assistance Give inquiring property owners technical advice on how to protect their buildings from flooding, and publicize this service.	110	49
370	Flood Insurance Promotion	110	0
Series 300	Total	981	268

*Maximum and average points are subject to change. See the current *CRS Coordinator's Manual* for the latest information.

Series 400	Mapping and Regulations	Maximum Points*	Average Points*
	This series credits programs that provide increased protection to new development.		
410	Floodplain Mapping - Develop new flood elevations, floodway delineations, wave heights, or other regulatory flood hazard data for an area not mapped in detail by the flood insurance study. - Have a more restrictive mapping standard.	802	65
420	Open Space Preservation Guarantee that currently vacant floodplain parcels will be kept free from development.	2,020	474
430	Higher Regulatory Standards - Require freeboard. - Require soil tests or engineered foundations. - Require compensatory storage. - Zone the floodplain for minimum lot sizes of 1 acre or larger. - Require coastal construction standards in AE Zones. - Have regulations tailored to protect critical facilities or areas subject to special flood hazards (for example, alluvial fans, ice jams, subsidence, or coastal erosion).	2,042	214
440	Flood Data Maintenance - Keep flood and property data on computer records. - Use better base maps. - Maintain elevation reference marks.	222	54
450	Stormwater Management - Regulate new development throughout the watershed to ensure that post-development runoff is no worse than pre-development runoff. - Regulate new construction to minimize soil erosion and protect or improve water quality.	755	119
Series 400 Total		5,841	926

Series 500	Flood Damage Reduction	Maximum Points*	Average Points*
	This series credits programs that reduce the flood risk to existing development.		
510	Floodplain Management Planning • Prepare, adopt, implement, and update a comprehensive flood hazard mitigation plan using a standard planning process. (This is a minimum requirement for all repetitive loss communities.)	622	123
520	Acquisition and Relocation • Acquire and/or relocate flood-prone buildings so that they are out of the floodplain.	1,900	136
530	Flood Protection (Protection of existing floodplain development by floodproofing, elevation, or minor structural projects.)	1,600	136
540	Drainage System Maintenance • Conduct periodic inspections of all channels and retention basins, and remove debris as needed.	570	214
Series 500	Total	4,692	609

Series 600	Flood Preparedness	Maximum Points*	Average Points*
	This series credits flood warning, levee safety, and dam safety projects.		
610	Flood Warning and Response • Provide early flood warnings to the public, and have a detailed flood response plan keyed to flood crest predictions.	395	144
620	Levee Safety • Maintain existing levees not otherwise credited in the flood insurance rating system that provide some flood protection.	235	0
630	Dam Safety (Communities in a state with an approved dam safety program that have at least one building subject to inundation from the failure of a high-hazard-potential dam receive some credit.)	160	0
Series 600		Total	790
All Series		Total	12,304
			1,947

Extra Credit

Your community can get extra credit for regulating development outside the SFHA to the same standards as development inside the SFHA. Also, if your community faces growth pressures, the mapping and regulation activities in Series 400 receive extra credit. See the *CRS Coordinator's Manual* for full details.

Many communities can qualify for what the CRS calls “uniform minimum credit,” based on the activities a state or regional agency implements on behalf of its communities. For example, some states have disclosure laws eligible for credit under Activity 340, Hazard Disclosure. Any community in those states can receive the uniform minimum credit.

Your community may want to consider floodplain management activities not listed in the *CRS Coordinator's Manual*. You should evaluate these activities for their ability to increase public safety, reduce property damage, avoid economic disruption and loss, and protect the environment. In addition, you can request a review of these activities to determine whether they should be eligible for CRS credit. FEMA welcomes innovative ways to prevent or reduce flood damage.

How to Apply

Participation in the CRS is voluntary. If your community is in full compliance with the rules and regulations of the NFIP, you may apply. There's no application fee, and all CRS publications are free.

Your community's chief executive officer (that is, your mayor, city manager, or other top official) must appoint a CRS coordinator to handle the application work and serve as the liaison between the community and FEMA. The coordinator should know the operations of all departments that deal with floodplain management and public information. And the coordinator should be able to speak for the community's chief executive officer.

The first step in the application process is to get a copy of the CRS Application, which contains all the instructions and procedures you need for preparing and submitting your community's initial application for a CRS classification. The CRS Application includes easy-to-follow worksheets that provide credits for applicable activities. The CRS Application also identifies the documentation you must submit to support the credits you are requesting.

You may also want to order a copy of the CRS Coordinator's Manual, which describes the program in full and provides specific information, including eligible activities, required documentation, and resources for assistance.

Your designated CRS coordinator should fill out and submit your application. Help is also available through the contact information below. The CRS will verify the information and arrange for flood insurance premium discounts.

To order CRS publications at no charge, fax the order form on the following page to 201-748-1936, or mail to the address below. You can also e-mail your request to nfipcrs@iso.com. Both the CRS Application and the CRS Coordinator's Manual are also available at FEMA's CRS Resource Center website — www.training.fema.gov/emiweb/crs

For more info, write, phone, or fax

NFIP/CRS

P.O. Box 501016
Indianapolis, IN 46250-1016
Telephone: 317-848-2898
Fax: 201-748-1936
E-mail: nfipcrs@iso.com

Order Form

Fax to: 201-748-1936

Please send me these CRS publications:

No. of Copies

Document

CRS Coordinator's Manual

CRS Application

Name

Phone

Title

Street

City

State

ZIP

Community Name

NEIP Number

(if applicable)

(if applicable)

Annual Report for FY16

(July 2015 to June 2016)

Santa Clara County Multi-Jurisdictional Program for Public Information 2015



September 12, 2016

Santa Clara County Multi-Jurisdictional Program for Public Information Annual Report for FY16 (July 2015 to June 2016)

I. Introduction

Ten cities, the un-incorporated County and Santa Clara Valley District (District) have been active participants in the Community Rating System (CRS) for almost 20 years. CRS is a voluntary program of FEMA's National Flood Insurance Program (NFIP) that allows participating communities to earn flood insurance premium discounts for their residents and businesses by agreeing to adopt and enforce an ordinance that meets or exceeds FEMA's requirement to reduce the risk of flooding. As the flood risk reduction agency for Santa Clara County, the District performs many outreach and maintenance activities that earn CRS points for the County's CRS participating communities. The total savings for Santa Clara County residents from CRS discounts is approximately \$2.5 million per year.

Changes in the *2013 CRS Users Manual* included the option to undertake a Program for Public Information (PPI) which is a method to customize your flood risk reduction outreach messages and increase CRS points. The District hosted the development of a Multi-Jurisdictional PPI so that all Santa Clara County's CRS participating communities could work together and benefit from this effort.

This report is the initial Annual Report to FEMA to document our PPI activities. As the first year, much of our work has focused on getting the initial approval of elected bodies that is required for each of the communities to qualify for the CRS points earned through the PPI; on setting up a shared accounting system to keep track of PPI activities and; on the extensive outreach program the District sponsors has continued.

The number of CRS points that will be earned by our efforts will be determined by the Insurance Services Office (ISO/ CRS Specialists) examiners. We estimate that we will earn between 280 and 340 points per agency for our Multi-Jurisdictional efforts. This estimate is based on filling in our 330 Outreach Projects Worksheet which is Attachment 1. Only the projects needed to earn the maximum amount of CRS points are listed, even though many more are carried out. The entire list of outreach projects can be supplied if it is needed.

Another important benefit is the close collaboration between city staffs throughout the County who work on flood protection to strengthen CRS programs and learn from one another about shared flood protection and land use issues. For the Santa Clara County CRS Users Group, the PPI is our most important project. In addition to the PPI, the CRS Users Group also learned about new FEMA maps that are being updated to reflect coastal flooding. A sub-group of Shoreline communities worked on the appeal process. In other words, the CRS Users Group and the PPI effort provide a forum for professional development for the staff that works on CRS throughout the County.

The drought that has plagued California in the last 4 years has meant that people are not nearly as focused on flood protection issues as they are normally. This made finding stakeholders more challenging than it probably would have been. With persistence, we have recruited a thoughtful group of stakeholders and we thank them for their service. The drought also made citizens question the value of government spending taxpayer dollars on flood prevention messages when the need for water conservation was so crucial. On the other hand, there has been an increase in interest in climate change and sea level rise over the last few years. Climate Change related sea level rise and the associated increase in

flooding pose a significant issue here in a county that borders San Francisco Bay. This serves to increase participation by the local governments who see protecting their communities from expected climate change impacts such as increased flooding as crucial. Twelve agencies participated in this Multi-Jurisdictional PPI initially and 10 are continuing.

II. PPI Development Process

The District convened a meeting of the CRS coordinators in November 2013 to explain the PPI process and gauge interest for developing a Multi-Jurisdictional PPI for Santa Clara County. Although the District offered to host the process and provided staffing, it was understood that each participating community would be required to (1) conduct the CRS Self-Assessment, (2) recruit a non-governmental stakeholder, (3) participate in the PPI Committee meetings, and (4) bring the PPI to their elected body for approval. With the enthusiastic support of the CRS coordinators, the PPI process was started.

A number of meetings were held in 2014 to develop the PPI. Many of the meetings included staff and stakeholders from all of the participating communities where we discussed the PPI process, messages, the existing program and finally reviewed drafts of the PPI. A committee worked between the meetings to draft the PPI report and compose the long list of possible projects (Appendix A). Each community prepared report pages on their own flood risks based on the results of the CRS Self-Assessment. Finally the draft was submitted to FEMA for review before submitting to our elected officials for review. We found that review very helpful, as it allowed us to understand the requirements much better. Based on the review, the PPI was updated. That brings us to April 2015 when District Board of Directors approved the PPI. Table 1 shows dates of approval; eight have approved; 2 have the approval scheduled and Cupertino and the County of Santa Clara have decided to sit out for the year.

Table 1. Dates of PPI Approval

Agency	Date of Approval	Yes	Scheduled But Not Approved	Not Scheduled
Santa Clara Valley District	4/14/15	X		
Cupertino	Sitting out of the PPI for a year			X
Gilroy	Scheduled for Fall 2016		X	
Los Altos	6/23/15	X		
Milpitas	1/19/16	X		
Morgan Hill	8/24/16	X		
Mountain View	10/27/15	X		
Palo Alto	6/8/15	X		
San Jose	Scheduled for Fall 2016		X	
Santa Clara, City	7/14/15	X		
Santa Clara, Unincorporated County	Not scheduled			X
Sunnyvale	6/23/15	X		
Total Approved		8		
Approval Scheduled			2	
Total Sitting Out				2

III. PPI Accomplishments for 2016

The PPI accomplishments for FY16 fall into 3 categories. The first requirement is getting the PPI approved by the elected bodies of the 12 participating cities, county and District. The second was implementing an accounting system to keep track of all of the PPI projects. The third was carrying out an extensive outreach program for flood risk reduction.

Elected Body Approval: Eight of the 12 participating agencies were able to get the PPI approved by their elected body. The dates are shown by City/agency in Table 1. Two more cities have the approval scheduled for before their annual recertification. Two agencies, the City of Cupertino and the County of Santa Clara do not have staff resources for this effort at the moment.

Implementation: Because this Multi-Jurisdictional PPI includes up to 12 agencies, setting up the reporting for implementation is much more cumbersome than it would be for a single agency. The District hosted the record-keeping to ensure consistency throughout the County. A file sharing system was set up on a file-sharing service with folders for each of the agencies to file documents related to each of the 83 potential outreach projects. It also includes a spreadsheet for each of the agencies which they will submit with their annual recertification. This took more work than expected, because the first files-share system we tried did not have adequate capacity and another system had to be found. The District's spreadsheet is attached to this report. PPI related projects carried out by the District almost always apply to the entire county. Cities carried out projects in addition and they are shown on the composite spreadsheet which has a section for each city.

Outreach Program: Following a year of subdued flood safety messages due to the historic drought, the El Niño phenomenon during the winter of 2015-2016 provided an optimal opportunity to remind Santa Clara County residents of the threat of flooding even in severe dry conditions. The Santa Clara Valley District ramped up participation in community events and carried out a full-scale paid advertising campaign in mixed media outlets to convey the risk of flooding to residents of Santa Clara County.

Community Events

District communications staff actively participated in emergency preparedness fairs and community events during October through February. During that time staff attended nine community events to distribute flood safety information.

During October through March, the District gave 11 speaker's bureau presentations with an emphasis on flood protection and flood safety to organizations and agencies that requested presentations.

For the first time since the last El Niño event, the District hosted three free, hands-on sandbag demonstration workshops across the county to teach residents the proper placement of sandbags for optimum protection. The workshops also included a tutorial on filling your own sandbags.

In addition to these active community efforts, the District submits guest columns on behalf of board members to be placed in local newspapers. The District submitted three

winter-related columns that contained flood safety messages as well as PPI messages (in September, October, and December).

Advertising Campaign

The flood awareness campaign ran over a four-month period, from November 2015 through March 2016. With a budget of \$290,000, the total cost of the paid advertisement campaign was \$278,708.43. Through media buy negotiations, additional ads worth \$124,481.33 were provided at no extra cost for a campaign worth \$403,189.76. A key strategy of the paid campaign was to incorporate key PPI messages in our ads as much as possible. These messages were derived from the District's annual Flood Plain Mailer, a publication distributed to residents in FEMA designated floodplains. The annual Flood Plain Mailer is designed with key flood-safety messages crafted to obtain the maximum number of CRS points. The flood awareness campaign included:

- 1) Customer Target: The campaign was targeted to residents and commuters within Santa Clara County. We also targeted publications in areas with historical flooding events, such as the Milpitas Post, Berryessa Sun, Morgan Hill Life and Palo Alto Weekly.
- 2) Media: The media breakdown was as follows:
 - a) Radio – 43 percent
 - b) Online – 21 percent
 - c) Print – 21 percent
 - d) Ethnic – 15 percent

Radio: Scripts for radio were drafted to include key PPI messages such as making an emergency plan and preparing for flooding by purchasing flood insurance. These messages ran for a total of nine weeks on the following mainstream English radio stations: KBAY, MIX 106.5, KRTY AND KLIV. The radio ads were translated in Spanish (KBRG - six weeks) and Chinese (KSQQ - eight weeks). In addition, the ads were also played on the music-streaming service Pandora, for a total of eight weeks.

Online: The campaign included online banner ads and for the first time, sponsored content. Banner ads came in a variety of sizes and were displayed on MercuryNews.com, NBCBayArea.com, SFGate.com and BayAreaParent.com (for one month during Phase I). Banner ads included brief messages to convey the possibility of flooding during a drought. As part of a media buy package, email blasts were distributed among email subscribers of Mercury News, NBC Bay Area and SF Gate. The email blasts included a brief flood safety message featuring Charles Chicken Little and linked to the District flood protection resources page.

For the first time, the flood awareness campaign included advertisements in the form of sponsored content. This consisted of crafting an approximately 500-600 word article to be displayed on the media outlet's website listed as an article, with the disclaimer that it was sponsored by the District. This was an excellent opportunity to present the safety messages on the flood plain mailer and distribute PPI messages as well. Sponsored content was included in the Mercury News, NBC Bay Area and SF Gate websites. In addition, the sponsored content ads allowed for social media sharing on platforms like Twitter and Facebook.

Print: The flood awareness campaign had a total of four versions of print ads that ran in a variety of print publications such as the Mercury News and its affiliate local community newspapers, as well as other neighborhood based publications, such as the Almaden and Evergreen Times.

The first phase of the campaign included flood-safety tips from Charles Chicken Little and also alluded to past damage in our county as a result of El Niño-driven storms. The second phase of the campaign included more images of past El Niño-induced flood damage, and an emphasis on being prepared with flood insurance, a key PPI/CRS -points earning message.

Print advertisements ran in the Mercury News (broad Bay Area audience) for eight weeks. In smaller community and neighborhood publications, the ads ran for an average of 6 weeks throughout both phases of the campaign.

Ethnic Media: Campaign advertisements were translated in Spanish, Chinese and Vietnamese and ran in the corresponding language publications: El Observador, Thang Mo, Vietnam Daily and World Journal. El Observador, a Spanish publication, also posted a small banner on its website as part of a media buy package. Over a fifth of the budget was allocated to ethnic media, which made up 15 percent of the overall media buy.

Social Media: The District also utilized its Twitter and Facebook profiles to disseminate information on being prepared for an emergency as well as being flood-safe. During the length of the campaign and leading up to anticipated storm events, the District posted flash flood warnings, and shared posts with key messages about flood safety. During the months of September through March, we featured 11 Facebook and 15 Twitter posts with flood safety messages.

A text messaging system was also used to distribute safety tips during or before anticipated storms. Four messages were distributed during the months of January and March, two months with strong storms. Over 900 residents received these text alerts advising residents to avoid driving through flood waters, to purchase flood insurance, and to clean gutters and drain channels to prevent local flooding.

Results: Total campaign impressions were calculated at over 24 million; with a cost of \$11.32 per thousand impressions. Based on a thorough report from the media buyer (see table 1 below), the email blasts and sponsored content yielded a strong click through rate of at least .32 percent (sponsored content), and as high as 9 percent click through rate (email). The average industry click rate for any kind of online ad format and placement is about 17 percent. Click through rates improved during the second phase of the campaign, after early March storms took place, with sponsored content earning a 1.01 percent click through rate and email blasts garnering up to 11.25 percent. Overall, the click through rate improved for all online ad placements during the second phase of the campaign with more than half of ad placements performing above the average rate.

IV. Stakeholder Meetings for 2016

Two PPI stakeholder meetings were planned so that the first could be used to gather people's input on how the PPI had worked over the last year and the second could be used to receive comments and approve the PPI Annual Report.

The first PPI Stakeholder Meeting was held on April 20, 2016. The purpose of the first meeting was to provide input for the Annual Report. This included reviewing the progress to date; a demonstration of the file-sharing system as well as a presentation on the extensive outreach program that the District carried out during the 2015-16 flood season. We discussed lessons learned from our first year and what was important to continue and strengthen. Attendance was excellent; staff from 10 agencies attended and stakeholders from 9 agencies.

The general consensus is that our PPI implementation is off to a good start. Getting 12 elected bodies to approve anything is a huge task. Cities who had gotten the PPI approved by their elected officials reported receiving strong support. For cities that had not gotten the PPI approved yet, the major problem was workload. The Public Works Departments in our area have a great deal of work to do now because of the high development level that is going along with the Silicon Valley's current economic boom. Three of the remaining cities have the PPI approval scheduled before their yearly verification and one city has decided that it makes better sense for them to sit out of the PPI process this year due to workload.

The messages that we chose originally are still relevant to Santa Clara County. In particular, we hope to increase our efforts to get people to prepare their personal emergency plans. An effort will be incorporated in the flood readiness outreach that is done every fall.

Another recommendation of the PPI Committee is to increase the use of social media for messaging. People are using their phones more and more to get information, so the more we can use banner ads, sponsored articles, etc, the better. The PPI Committee was pleased to see all the outreach in different media that the District had done the year before. The meeting attendees shared that they had seen various messages throughout the season on different media.

During the July 20, 2016 PPI Stakeholders Meeting, most of our time was spent going over the "Project Accomplishment" column of Appendix A (See Attachment 2) line-by-line and discussing things we would like to include in the coming year. Appendix A was *The Multi-Jurisdictional PPI Worksheet for Santa Clara County*. FEMA advised us to include any projects in our PPI Worksheet that *we might work on*, not just the ones *we expected to work on* because only listed projects are eligible for the PPI multiplier. By adding another column for what actually got accomplished, Attachment 2 becomes the detailed version of our PPI Annual Report. Of the 83 projects listed originally in our PPI, we made progress on 74 of them.

In addition to the work accomplished last year through the District's extensive outreach campaign and numerous newsletters by the Cities, there are three categories we plan to improve this coming year; promoting emergency plans, communicating with Realtors, and having a more active speaker's bureau.

To promote Family Emergency Plans, a mini-starter kit of emergency supplies has been developed as a give away at emergency preparedness fairs or events. In order to qualify for

the mini-kit, each person will have to demonstrate they've started their personal Family Emergency Plan. We also plan to have a photo contest related to family emergency plans, including emergency kits.

These activities go back to the PPI Committee's original message that people need to be encouraged to prepare for emergencies before an event occurs.

Cities and the District often speak at local clubs like Rotary or Neighborhood Associations. We want to encourage including the messages of the PPI in these presentations. The District will develop presentation materials that everyone in the PPI program can use.

Realtors are an important audience for flood insurance messages, because they provide information to people in the process of buying a house. Plan to work with the local Realtors Association to make a presentation at their meeting and encourage them to distribute information on flood insurance.

The PPI Annual Report needs to be shared with each participation community's elected body. Table 2 is a chart of how each expects to communicate the report.

Table 2. How PPI Annual Report will be shared with Elected Officials

	Community	Method for Sharing
1	Santa Clara Valley District	Non Agenda Memo
2	Gilroy	Consent Calendar
3	Los Altos	Council Weekly Update
4	Milpitas	Monthly Report to Council
5	Mountain View	Council Weekly Update
6	Morgan Hill	City Manager's Weekly Update
7	Palo Alto	Informational Staff Report
8	San Jose	City Manager's Weekly Report
9	Santa Clara, City	Friday Update to Council
10	Sunnyvale	City Manager's Bi-Weekly Report

Attachments for submission to City Councils and District Board:

1. Activity 330 Outreach Projects Worksheet
2. Appendix A from PPI with accomplishments column added

Attachments for submission to FEMA as part of 2016 Recertification Package:

1. Activity 330 Outreach Project Worksheet
2. Appendix A from PPI with accomplishments column added
3. Agenda for April 20, 2016 Stakeholder Meeting
4. Sign-in Sheet for April 20, 2016 Stakeholder Meeting
5. Agenda for July 20, 2016 Stakeholder Meeting
6. Sign-in Sheet for July 20, 2016 Stakeholder Meeting

330 OUTREACH PROJECTS WORKSHEET
For the Annual Report for 2016 Santa Clara County Multi-Jurisdictional Program for Public Information 2015

330 Outreach Project (OP) Worksheet																			
	Outreach Projects	Points per Topic	Topics Covered									Times per Year*	Count	OP	Multipliers				
			1. Know Your Flood Hazard	2. Insure your property	3. Protect People	4. Protect your Property	5. Build Responsibly	6. Protect Natural Floodplain functions	7. Develop Family Emergency Plan	8. Download Apps	9. Understand shallow flooding risks				PPI?	PPI (OP)	STK?	STK (OP)	OP + PPI + STK
CAL OP#7	Valley Water News 2015 Countywide Mailer	6	y	y	y	y	y	y	y	y	y	1	9	54	y	21.6		0.0	75.6
CAL OP#7	Floodplain Mailer 2015-2016	6	y	y	y	y	y	y	y	y	y	1	9	54	y	21.6		0.0	75.6
CAL OP#7	October 15, 2015 SJMN Article, "Wet Winter across California is likely."	2	y									1	1	2	y	0.8	y	0.6	3.4
CAL OP #7	11/15 SJMN Article - Officials urge Californians to buy flood insurance	2	y	y		y			y		y	1	5	10	y	4.0	y	3.0	17.0
CAL OP #7	February 4, 2016 SJMN Article, "Water District Offers Safety Tips In Face of Possible Flooding."	2	y	y	y	y			y	y	y	1	7	14	y	5.6	y	4.2	23.8
CAL OP#7	December 21, 2015 Sponsored Ad, NBC Bay Area, "Winter Flood Protection 101"	2	y	y		y		y	y		y	1	7	14	y	5.6	y	4.2	23.8
CAL OP #8	Valley Water News 2015 Countywide Mailer (on website)	1	y	y	y	y	y	y	y	y	y	1	9	9	y	3.6		0.0	12.6
CAL OP #8	Floodplain Mailer 2015-2016 (on website)	1	y	y	y	y	y	y	y	y	y	1	9	9	y	3.6		0.0	12.6
CAL OP #8	February 4, 2016 SJMN Article, "Water District Offers Safety Tips In Face of Possible Flooding." (on website)	1	y	y	y	y			y	y	y	1	7	7	y	2.8	y	2.1	11.9
CAL OP #8	October 15, 2015 SJMN Article, "Wet Winter across California is likely." (on website)	1	y									1	1	1	y	0.4	y	0.3	1.7
CAL OP #8	11/15 SJMN Article - Officials urge Californians to buy flood insurance (on website)	1	y	y		y			y		y	1	5	5	y	2.0	y	1.5	8.5
CAL OP #8	December 21, 2015 Sponsored Ad, NBC Bay Area, "Winter Flood Protection 101" (on website)	1	y	y		y		y	y		y	1	7	7	y	2.8	y	2.1	11.9
TA OP #7	Speakers Bureau Presentation (see attached list)	2		y	y	y						25	3	150	y	60.0	y	45.0	255.0
	c330 =	cOP:	340.0	+	cFRP:	0.0	=	0				ΣOP:		200	ΣPPI:	80	ΣSTK:	60	340.0

Number of OP projects: 13

Notes: c330 ≤ 350

ΣOP ≤ 200

ΣPPI ≤ 80

ΣSTK ≤ 60

NOTE: The above is a sub-set of all the outreach projects carried out in FY16 (June 2015 - July 2016) . Included are projects needed to reach the maximum points allowed for Activity 330. A complete list of projects is available upon request.

Appendix A. The Multi-Jurisdictional PPI Worksheet for Santa Clara County - 2016 Annual Report Version

Target Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages	Assignment	² Proposed Schedule	³ Stakeholder	CRS Community	Project Accomplishments
Community At Large (CAL) The PPI Committee recognized that the entire community that lives and/or works in Santa Clara County is subject to impacts due to flooding. The CRS typically focuses on residential flooding, but here, flooding of businesses and roads is also very important.	<u>Topics 1, 2, 3, 4, 5, 6, 7, 8, & 9</u> Message: Know your flood risk and be prepared; buy flood insurance	Educate our community on flood protection and preparedness measures	CAL OP #1. Flood messages inserted in and/or printed on Utility Bills.	City Public Works Depts. (PWD) City CRS Coordinators District Communications <i>(for South County Unincorporated areas)</i>	October – March	Utility companies (<i>water, electric, waste</i>)	All	MV, PA, SC, Gilroy, MH included flood messages in their Utility bills.
			CAL OP #2. Post Utility Bill messages on websites <i>(Element 352 WEB1)</i>					
			CAL OP#3. Winter Preparedness Briefing					
			CAL OP #4. Post “Winter Preparedness Briefing” notice and materials on website <i>(Element 352 WEB1)</i>					
			CAL OP#5. “Emergency Preparedness Workshop”					
	<u>Topics 1, 2, 3, 4, 5, 6, 7, 8, & 9</u> Message: Know your flood risk and be prepared; buy flood insurance. Flood Insurance will cover damage from flooding that most homeowner’s policies don’t cover	Educate our community on flood protection and preparedness measures	CAL OP #6. Post “Emergency Preparedness Workshop” notice and materials on website <i>(Element 352 WEB1)</i>	District Field Operations	October – November	NOAA, Cities Emergency Managers & Public Works Directors, Santa Clara County OES, Cal Fire, CCC, DWR	All	Not Applicable
	<u>Topics 1, 2, 3, 4, 5, 6, 7, 8, & 9</u> Message: Know your flood risk and be prepared; buy flood insurance. Flood Insurance will cover damage from flooding that most homeowner’s policies don’t cover	Educate our community on flood protection and preparedness measures	CAL OP #7. Develop newsletters with articles on flood protection and preparedness measures that urge residents and businesses to purchase flood insurance. These would include paper and electronic versions. These will be more extensive than messages included in utility bills. District’s annual county-wide mailer (CWM) will include language on flood protection and preparedness measures. City of Sunnyvale will distribute yearly newsletter article called “Know how to be Flood Safe in Sunnyvale” <i>(Element 352 WEB1 and 2)</i>	City CRS Coordinators or Communications staff District Communications Gilroy Chamber of Commerce	October – March	Insurance agencies Gilroy Chamber of Commerce District Grantee Organizations	City of Morgan Hill Cupertino Sunnyvale Gilroy Chamber of Commerce	Starting in September, the water district began including flood safety information and encouraging residents to consider flood insurance in its monthly newsletter through March. The newsletter reaches over 21,000 residents county-wide and is shared on the web and district’s social media sites monthly. MV, PA, SC, MH, Gilroy Chamber of Commerce all included articles on flood safety in their community newsletters. All were posted on City or District Websites.
			CAL OP #8. Post newsletters/articles/District’s CWM on websites <i>(Element 352 WEB1 and 2)</i>					
	<u>Topics 4 & 6</u> Message: Keep debris and trash out of our streams. It’s illegal to dump into streams	Cleaner streams and fewer dumping violations Fewer debris blockages during high-flow events	CAL OP #9. “Do Not Dump” message is sent each year to all Santa Clara County residents in the District’s CWM	District Communications City of Sunnyvale	June/July 2015 (CWM)	Adopt-A-Creek Organizations District Grantee Organizations	All	Countywide Mailer (CWM) sent to all County parcels with “Do Not Dump” message. Water district has an extensive stewardship program. “Do not Dump” message posted on construction signs throughout the county.
			CAL OP #10. Post “Do Not Dump” messages on website <i>(Element 352 WEB1)</i>					Construction signs are posted on the District’s website. CWM posted.
			CAL OP #11. “Illegal Dumping” - District Community Project Review Unit (CPRU) Water Resource Protection Ordinance No. 08-1 amending Ordinance No. 83-2	District CPRU Santa Clara Valley Urban Runoff Pollution Prevention Program	Year-Round	Adopt-A-Creek Organizations District Grantee Organizations	All	Ordinance in force
			CAL OP #12. Post Water Resource Protection Ordinance on website <i>(Element 352 WEB1)</i>					Ordinance posted on website.
			CAL OP #13. “No Dumping” signage on District project sites	District Watersheds Operations & Maint. Santa Clara Valley Urban Runoff Pollution Prevention Program	Year-Round	Santa Clara Valley Urban Runoff Pollution Prevention Program <i>(all communities that drain to San Francisco Bay)</i>	All	District Construction sign include message of “no dumping”.
			CAL OP #14. “Pollution Hotline 1-888-510-5151” to report all illegal dumping messages are included in Neighborhood Work Notices (target outreach – 6 points per topic)	District Communications Santa Clara Valley Urban Runoff Pollution Prevention Program	Year-Round	Santa Clara Valley Urban Runoff Pollution Prevention Program Watershed Watch Organization San Francisco Estuarine	All	Hotline receives messages 24/7- 365 days per year. Respond to message within 20 minutes and on-site within an hour if needed. Last year 117 incidents were reported on this system.
			CAL OP #15. Post Project notices with “Pollution Hotline” on website <i>(Element 352 WEB1)</i>					N/A project Notices did not include the Hotline number this year.

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Message Topics: **Outreach Projects (OP):** Topic 1 – Know your flood hazard; Topic 2 – Insure your property for your flood hazard; Topic 3 – Protect people from the flood hazard; Topic 4 – Protect your property from the hazard; Topic 5 – Build responsibly; Topic 6 – Protect natural floodplain functions
Flood Response Preparations (FRP): Topic 7 – Develop a Family Emergency Plan; Topic 8 – Download disaster electronic Apps; Topic 9 – Understand shallow flooding risks – “Don’t drive through standing water.”

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Each September, all deliverables need to be reported to District for tracking purposes.

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A **stakeholder** can be any agency, organization, or person (other than the community itself) that supports the message. Stakeholders can be: an insurance company that publishes a brochures on flood insurance, even if it is set out at City Hall; a local newspaper that publishes a flood or hurricane season supplement each year; FEMA, if, for example, a FEMA brochure is used as an informational material; schools that implement outreach activities; a local newspaper; a neighborhood or civic association that sponsors and hosts a presentation by a community employee; a utility company that includes pertinent articles in its monthly bills; or presentations made by state or FEMA staff at a Risk Map meeting.

Appendix A. The Multi-Jurisdictional PPI Worksheet for Santa Clara County - 2016 Annual Report Version

Target Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages	Assignment	² Proposed Schedule	³ Stakeholder	CRS Community	Project Accomplishments
						Institute Oakland Museum		
			CAL OP #16. Creek side Property Program – Creek Wise brochure handed out at community fairs (target outreach – 6 points per topic)	District Communications	Year-Round	Fair Sponsors Attendees of community events who visit information booths SCVURPPP	All	POSSIBLE FOCUS FOR COMING YEAR.
			CAL OP #17. Post Project Creek side Mailer on website (<i>Element 352 WEB1</i>)					N/A
			CAL OP#18. Organize volunteers for creek clean-ups through District’s Adopt-A-Creek Program or organized city clean-ups, such as City of Santa Clara’s, Adopt-A-Spot Program	District Communications City of Santa Clara CRS Coordinator	Year-Round	Community Organizations Residents Schools Businesses Creek Connections Action Group (CCAG)	All City of Santa Clara	Year round, 125 adopted sites which is increase of 12 sites over last year. Each org. does at least 2 clean ups per years. Sunnyvale, Mountain View, Palo Alto, Santa Clara and Milpitas all advertise the clean-ups.
			CAL OP #19. Post District’s Adopt a Creek Program and cities clean-up programs on website (<i>Element 352 WEB1</i>)					Invites and results posted on the web.
			CAL OP#20. Organize volunteers for National River Cleanup Day and California Coastal Cleanup Day	District Communications City of San Jose	May 16, 2015 and September 2015		All	On National River CleanUp Day In Spring we had 48 clean-up sites across the county. 1,124 volunteers cleaned 61.25 miles of creeks and removed approx. 30,627 lbs of trash and over 3,000 lbs of recyclables On Coastal Cleanup Day in the fall: 1,829 volunteers cleaned 73.7 miles of 50,000 pounds of trash and 2,868 pounds of recyclables.
	CAL OP #21. Post volunteer information and results on website (<i>Element 352 WEB1</i>)	Invites and results posted on the web.						
			CAL OP # 22. Installation of trash booms	All as required by SF Regional Board Multi-Jurisdictional Permit			All	There are 4 trash booms throughout the County that the District maintains. Palo Alto installed 2 of them.
			CAL OP #23. Stenciling storm drains “Do Not Dump - Flows Into Bay”	City of San Jose CRS Coordinator			All	Programs to stencil storm drains throughout the County. San Jose alone has over 10,000 storm drains.
			CAL OP #24. Inserts into inlets				All	N/A
			CAL OP #25. Hot Spot Assessment and Clean-ups				All	Approximately 60 hotspots of trash cleaned out. At 10% of trash was inventoried to understand composition.
			CAL OP #26. Send out yearly newsletter article discussing efforts to ready the storm drainage system for fall rains – cleaning out storm drains, and discusses “No Dumping” that reaches all households in the City or County	City of Sunnyvale CRS Coordinator Cities CRS Coordinators	Late Summer/ Fall		Sunnyvale All	Messages on storm drainage system included in two monthly water district newsletters. Also included in CWM. Morgan Hill sent out one page flier to all residents.
CAL OP # 27. Post newsletter article on efforts to ready storm drainage system for fall rains – cleaning out storm drains, and “No			City Sunnyvale CRS Coordinator	Late Summer/ Fall		Sunnyvale All	Newsletters and flier posted on the web	

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Message Topics: **Outreach Projects (OP):** Topic 1 – Know your flood hazard; Topic 2 – Insure your property for your flood hazard; Topic 3 – Protect people from the flood hazard; Topic 4 – Protect your property from the hazard; Topic 5 – Build responsibly; Topic 6 – Protect natural floodplain functions

Flood Response Preparations (FRP): Topic 7 – Develop a Family Emergency Plan; Topic 8 – Download disaster electronic Apps; Topic 9 – Understand shallow flooding risks – “Don’t drive through standing water.”

Each September, all deliverables need to be reported to District for tracking purposes.

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	<u>Topics 1,2,3,4,7, 8 & 9</u> : Download disaster electronic Apps <u>Messages</u> : Be prepared for flood and other disasters; Know how to access needed information quickly during an emergency	Increase in ‘hits’ on Apps and less stress during emergencies	Dumping” on website (<i>Element 352 WEB1</i>)	Cities CRS Coordinators				
			CAL OP #28. Advertise District, County Public Health Department and American Red Cross electronic Apps	City representatives, District Communications County Public Health Dept. Gilroy Chamber of Commerce, and American Red Cross	Year-Round	Community Organizations, including American Red Cross and Gilroy Chamber of Commerce Residents who download the apps. Attendees of community events who visit information booths Teachers /students visited by District’s School Outreach Program	All	Apps posted on water district website and included in FPM and the CWM. Also advertised on Facebook, and Twitter by District, Palo Alto and Mountain View.
			CAL OP #29. Post disaster apps information on website (<i>Element 352 WEB1 and 2</i>)					
			CAL OP #30. Instruct people to download apps at personal preparedness trainings					App Posted on District Website Palo Alto also posted on Facebook and Twitter.
			CAL OP #31. Post instruction on how to download apps. on websites and electronic newsletters (<i>Element 352 WEB1</i>)	District Communications City representatives				Instructions on website at http://www.valleywater.org/Services/SMSalert.aspx
			CAL OP #32. Promote ALERT SCC - Santa Clara County Emergency Alert System	Cities CRS Coordinators District Communications		Santa Clara County	All	Promoted in the FPM & CWM. AlertSCC is an app for anyone who lives or works in Santa Clara County to get emergency warnings sent directly to their electronic devices. AlertSCC provides information in emergency situations like: - Flooding, wildfires and subsequent evacuations - Public safety incidents, including crimes, that immediately affect your neighborhood - Post-disaster information about shelters, transportation, or supplies
			CAL OP #33. Post ALERT SCC - Santa Clara County Emergency Alert System on District and cities websites http://www.sccgov.org/sites/alertscc/Pages/home.aspx (<i>Element 352 WEB1 and WEB2</i>)					Sign Up info posted on District website at: http://www.sccgov.org/sites/alertscc/Pages/home.aspx
	<u>Topic 7</u> : Develop a Family Emergency Plan <u>Messages</u> : Be prepared for flood and other disasters	Increase in Family Emergency Plan and less stress during emergencies More people know what to do in an emergency	CAL OP#34. Workshop/contest to promote developing family Emergency Plans; Reaching out to a celebrity to carry our message	District Communications and City representatives with assistance from Stakeholders	Year-Round	Schools American Red Cross Celebrity, TBD FEMA California Volunteers.org	All	Family Emergency Plan information included in CWM and FPM. THIS ACTIVITY WILL BE HIGHLIGHTED AGAIN NEXT YEAR.
			CAL OP #35. Post Family Emergency Plan template form on website http://www.redcross.org/images/MEDIA_CustomProductCatalog/m12140360_ARC_Family_Disaster_Plan_Template_r083012.pdf?campmedia=internal_link_download&campname=family_disaster_plan_english or http://www.californiavolunteers.org/familyplan/pdf/family_plan.pdf (<i>Element 352 WEB1 and 2</i>)					Templates for Family Emergency Plan included posted on the District website numerous places including in the FPM and CWM.
			CAL OP#36. Include message “What to Do....Before – Prepare a Family Emergency Plan....” in District’s CWM	District Communications City representatives	October – March		All	Messages were included in the CWM and the FPM.
			CAL OP #37. Post message “What to Do....Before – Prepare a Family Emergency Plan....” on website (<i>Element 352 WEB1 and 2</i>)	District Communications City representatives			All	FPM and CWM were posted on the District website.
			CAL OP#38. Promote the official site of the NFIP Floodsmart.gov for flood preparation and recovery messages	District Communications City CRS Coordinator and Communications staff			All	Linked on district’s flood protection website as well as included in FPM and CWM.

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Flood Response Preparations (FRP): Topic 7 – Develop a Family Emergency Plan; Topic 8 – Download disaster electronic Apps; Topic 9 – Understand shallow flooding risks – “Don’t drive through standing water.”

²

Each September, all deliverables need to be reported to District for tracking purposes.

³

A **stakeholder** can be any agency, organization, or person (other than the community itself) that supports the message. Stakeholders can be: an insurance company that publishes a brochures on flood insurance, even if it is set out at City Hall; a local newspaper that publishes a flood or hurricane season supplement each year; FEMA, if, for example, a FEMA brochure is used as an informational material; schools that implement outreach activities; a local newspaper; a neighborhood or civic association that sponsors and hosts a presentation by a community employee; a utility company that includes pertinent articles in its monthly bills; or presentations made by state or FEMA staff at a Risk Map meeting.

Attachment: PPI Annual Report for FY 2015-16 - Year 1 (1787 : ANNUAL EVALUATION REPORTS FOR THE MULTI-JURISDICTIONAL

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Appendix A. The Multi-Jurisdictional PPI Worksheet for Santa Clara County - 2016 Annual Report Version

Target Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages	Assignment	² Proposed Schedule	³ Stakeholder	CRS Community	Project Accomplishments	
			CAL OP #39. Post message “NFIP Floodsmart.gov Flood Preparation and Recovery....” on website https://www.floodsmart.gov/floodsmart/pages/preparation_recovery_before_a_flood.jsp (<i>Element 352 WEB1 and 2</i>)	District Communications City CRS Coordinator and Communications staff			All	Posted on District website.	
	<u>Topics 1, 3, & 4</u> <u>Messages:</u> Protect people and property from flood hazards	Less damage due to the floods; improve sandbag distribution	CAL OP #40. Sandbags available at various site throughout county	District Vegetation Unit City of Palo Alto Public Works	November through April	All County residents Community organizations (SF Creek JPA, Boys Scouts, etc.)	All	Published county map of sandbag locations in Winter Prep flier and posted on website.	
			CAL OP #41. Post sandbag information on website, including How to Use Sandbags, sandbag webcams to view availability, etc. (<i>Element 352 WEB1 and 2</i>)	District Communications	Year-Round			Revamped Sandbag guide for correct positioning and tips. Posted on website.	
	<u>Topics 1 & 9:</u> Know your flood hazard; Understand shallow flooding risks <u>Messages:</u> Drive slowly; Avoid shallow moving water; 2 ft. water moves vehicles; FEMA’s message: “Turn Around Don’t Drown [®] .”	Fewer accidents and rescues	CAL OP #42. Permanent street signage (2 signs/City/year); each City will determine best location for signage and will install them. “Subject to Flooding” (<i>Cities to coordinate common standard message design</i>)	Cities PWD County Planning Gilroy Chamber of Commerce	Year-Round	FEMA Caltrans Gilroy Chamber of Commerce American Red Cross Residents and people who work in county	All	Palo Alto and Santa Clara put up two signs	
			CAL OP#43. Include message “What to Do....After – Turn Around Don’t Drown [®]” in District’s CWM	District Communications City representatives			All	Included Message on CWM and FPM	
			CAL OP #44. Post message “What to Do....After – Turn Around Don’t Drown [®]” on website (<i>Element 352 WEB1 and 2</i>)	District Communications City representatives				Messages posted on website	
			CAL OP #45. Post shallow flooding risks information on websites (<i>Element 352 WEB1 and 2</i>)	District Communications Cities Communications			All	Risk of Driving through standing water is included in FPM which is posted on District website	
			CAL OP #46. Promote City’s online “Flood Zone Lookup” tool on Website (<i>Element 352 WEB1 and 2</i>)	City of Palo Alto Public Works	City of Palo Alto	Palo Alto promoted their “Flood Zone Lookup Tool”.			
			<u>Topics 1, 2, 3, 4, 5, 6, 7, 8, & 9</u> <u>Message:</u> Know your flood risk and be prepared; buy flood insurance	Educate our community on flood protection and preparedness measures Increase in ‘hits’ on District and cities Flood Protection Resources pages and improve District’s Flood Campaign results	CAL OP #47. Flood Awareness Campaign, including radio and bus ads. For this year, we are preparing to have radio ads ready to place, but we’ll only place them if/when there are major storm systems in the forecast	District Communications Cities Communications	October-April	FEMA Radio Stations Valley Transportation Authority American Red Cross	All
	CAL OP #48. Post Flood Awareness Campaign elements on District website (<i>Element 352 WEB1 and 2</i>)	District Communications Cities Communications			Year-Round	Facebook, Twitter, Google+, LinkedIn, Instagram, etc.	All		Staff also gave 11 speaker’s bureau presentations with an emphasis on flood protection and flood safety to organizations and agencies that requested presentations during these months.
	CAL OP #49. Post Flood Awareness Campaign information on websites (<i>Element 352 WEB1 and 2</i>)	District Communications Cities Communications			Year-Round				
	CAL OP 50. Distribute flood prevention materials at fairs					Fair Sponsors	During the months of October through March, staff attended nine community events to distribute flood safety information and flood prevention materials.		
	CAL OP #51. Social Media Messaging (such as Facebook, Twitter, LinkedIn, Instagram, etc.)					Fair Sponsors Residents who share posts Facebook, Twitter, Google, LinkedIn, Instagram, etc.	From the months of Sept. through March, the water district featured 11 Facebook and 15 Twitter posts with the flood safety message “Know your flood risk; buy flood insurance.” These posts included links to the Flood Awareness campaign elements on our district website.		

1

Message Topics: **Outreach Projects (OP):** Topic 1 – Know your flood hazard; Topic 2 – Insure your property for your flood hazard; Topic 3 – Protect people from the flood hazard; Topic 4 – Protect your property from the hazard; Topic 5 – Build responsibly; Topic 6 – Protect natural floodplain functions
Flood Response Preparations (FRP): Topic 7 – Develop a Family Emergency Plan; Topic 8 – Download disaster electronic Apps; Topic 9 – Understand shallow flooding risks – “Don’t drive through standing water.”

2

Each September, all deliverables need to be reported to District for tracking purposes.

3

A **stakeholder** can be any agency, organization, or person (other than the community itself) that supports the message. Stakeholders can be: an insurance company that publishes a brochures on flood insurance, even if it is set out at City Hall; a local newspaper that publishes a flood or hurricane season supplement each year; FEMA, if, for example, a FEMA brochure is used as an informational material; schools that implement outreach activities; a local newspaper; a neighborhood or civic association that sponsors and hosts a presentation by a community employee; a utility company that includes pertinent articles in its monthly bills; or presentations made by state or FEMA staff at a Risk Map meeting.

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Target Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages	Assignment	² Proposed Schedule	³ Stakeholder	CRS Community	Project Accomplishments
			CAL OP #52. Post social media messages on websites (<i>Element 352 WEB1 and 2</i>)					Social media posts included links to the Flood Awareness campaign elements on our district website.
			CAL OP #53. Staffing booths at fairs	District Communications Cities Communications	Year-Round	Fair Sponsor Residents who attend booths	All	During the months of October through March, staff attended nine community events to distribute flood safety information and flood prevention materials.
Special Flood Hazard Area (SFHA) Communities The PPI Committee identified several geographic areas that are particularly prone to flooding.	<u>Topics 4 & 6 Message:</u> Keep debris and trash out of our streams. It’s illegal to dump into streams	Cleaner streams and fewer dumping violations	SFHA OP #1. “Do Not Dump” message is sent each year to all SFHA residents county-wide in the District’s annual Floodplain Mailer (FPM) (2014 FPM reached 71,000 residents & businesses) (target outreach – 6 points per topic)	District Communications	October/ November 2015	FEMA SCVURPPP	All	District’s annual flood plain mailer sent to over 48,000 homes in the county in November. An electronic version was posted on the district’s flood protection resources website. Includes “Do Not Dump” Message and how to protect your family.
		Less flooding damage due to debris build-up	SFHA OP #2. Post Floodplain Mailer on website (<i>Element 352 WEB1 and 2</i>)	District Communications	Year-Round		All	FPM posted on website
	<u>Topics 3 & 5 Message:</u> Protect your family and property from flooding	Educate our community on flood protection and preparedness measures	SFHA OP #3. “What to Do – Protect Your Family and Property from Flooding” message is sent each year to all SFHA residents in the District’s annual FPM		October - November		All	District’s annual flood plain mailer sent to over 48,000 homes in the county in November. An electronic version was posted on the district’s flood protection resources website. Includes message of protecting your family against floods.
		Reduce number of claims	SFHA OP #4. Post Floodplain Mailer on website (<i>Element 352 WEB1 and 2</i>)		Year-Round			
		Keep families safe	SFHA OP #5. Maintain the ALERT System	SFHA OP #6. ALERT System – Post real-time gauge information on website so users can see current water levels, and where available, flood height predictions (Element 352 WEB3)	District Communications City of Palo Alto CRS Coordinator Cities CRS Coordinators	Year-Round peaks time October - April	County of Santa Clara	All
	SFHA OP #7. Post cards sent to floodplain residents; this is in addition to the District’s Annual FPM. City of Sunnyvale sends out postcards annually that includes a link to flood insurance agent referrals.		City of San José City of Sunnyvale CRS Coordinator City of Gilroy County of Santa Clara	Need dates from communities	FEMA Lenders Real Estate Brokers Silicon Valley Realtors Association	City of San José City o f Sunnyvale City of Gilroy County of Santa Clara		Cities of Sunnyvale and Gilroy send postcards to residents to floodplain residents.
	SFHA OP #8. Post postcards on website (<i>Element 352 WEB1 and 2</i>)		City of Sunnyvale CRS Coordinator			Sunnyvale	Sunnyvale and Gilroy posted on their websites.	
	SFHA OP# 9. City of Sunnyvale sends out postcards annually that offers flood protection assistance site visits.		Sunnyvale CRS Coordinator			Sunnyvale	City of Sunnyvale sends out a postcard that offers flood protection assistance site visits. Message was posted on the Sunnyvale website.	
	SFHA OP #10. Post postcards that offers flood protection assistance site visits on website (<i>Element 352 WEB1 and 2</i>)							
	SHA OP #11. Inserts into District’s School Outreach Program material		District Communications	Year-Round	Schools Students/Parents	All	THIS IS A FOCUS FOR NEXT YEAR.	
	SFHA OP #12. Post School Outreach Program materials on website (<i>Element 352 WEB1</i>)		District Communications	Year-Round		All	All of our outreach materials are posted on our website at http://www.valleywater.org/Programs/TeachersStudents.aspx	
	<u>Topics 1, 2, 3, 4, 5, 6, 7, 8, & 9 Message:</u> Know your flood risk and be prepared; buy flood insurance	Increase in the number of inquiries for purchasing flood insurance	SFHA OP #13. “Do You Need Flood Insurance” message is sent each year to all SFHA residents in the District’s annual FPM	District Communications	October/ November 2015	Lenders Real Estate Brokers Flood insurance customers	All	District’s annual flood plain mailer sent to over 48,000 homes in the county in November. PLAN TO INCREASE OUTREACH TO REAL ESTATE AND FLOOD INSURANCE BROKERS NEXT YEAR.
	<u>Topics 1, 2, 3, 4, 5, and 7 Message:</u> Flood Insurance will cover damage from flooding that most homeowner’s policies don’t’ covers.	Increase in number of flood insurance policies in the SFHAs and in the county in general	SFHA OP #14. Post Floodplain Mailer on website (<i>Element 352 WEB1</i>)		Year-Round			. An electronic version was posted on the district’s flood protection resources website.

¹ **Message Topics:** **Outreach Projects (OP):** Topic 1 – Know your flood hazard; Topic 2 – Insure your property for your flood hazard; Topic 3 – Protect people from the flood hazard; Topic 4 – Protect your property from the hazard; Topic 5 – Build responsibly; Topic 6 – Protect natural floodplain functions
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	Standard homeowner or commercial policies will not cover damage to structures or contents caused by natural flooding. Flood insurance is the only sure way to be reimbursed for some of your flood losses	Prospective buyers understand flood risks	SFHA OP #15. Mail out mailer(s) regarding flood insurance and elevation certificates	City of Milpitas CRS Coordinator City of Los Altos CRS Coordinator Cities CRS Coordinators	Fall	Realtors Prospective Residents in flood plains	City of Milpitas City of Los Altos	Milpitas and Los Altos sent mailer regarding flood insurance and elevation certificates.
			SFHA OP #16. Post mailers on website (<i>Element 352 WEB1</i>)	City of Milpitas	Fall		City of Milpitas	Messages were posted on City websites
			SHA OP #13. Mailer (<i>brochure published by insurance company</i>) sent to all real estate agents and lenders (<i>can be set out at City Hall</i>) – requirement to purchase flood insurance and discount.	City of Sunnyvale City of San Jose City of Palo Alto	Need dates from communities	Lenders, real estate agents or boards, developers/contractors and appraisers ; organizations or agencies that serve communities at risk for flooding include PG&E, American Red Cross, Community Emergency Response Teams (CERT), neighborhood associations, schools, churches, hospitals and museums.	City of Sunnyvale City o f San Jose City of Palo Alto	Sunnyvale and Palo Alto have one-page newsletter which is sent to all real estate agents and set out for pick-up at City Hall. Milpitas purchases brochures from FEMA.
	<u>Topic 1</u> : Know your flood hazard <u>Message</u> : A FIRMette is a full-scale section of a FEMA Flood Insurance Rate Map (FIRM) that you create online. A FIRM indicates if property is in a Special Hazard Flood Area	Increase in the number of inquiries from prospective buyers asking about the flood designation of property	SFHA OP #17. Presentation and training to realtors at Realtor’s Association Meetings and/or write-up in realty association newsletters	District Communications City representatives Alain Pinel Realtors	October - April		All	Plan to work on next year N/A this year
			SFHA OP #18. Post training presentation on website (<i>Element 352 WEB1</i>)	District Communications City representatives	Year-Round			N/A this year
			SFHA OP #19. Publicize FEMA’s Flood Map Service Center website	District Communications City representatives	Year-Round	FEMA Realtors Lenders Brokers Residents who access FEMA Map Service Center	All	Through the FPM sent to all parcels in the floodplain.
			SFHA OP #20. Post link to FEMA’s Flood Map Service Center on website (https://msc.fema.gov/portal) (<i>Element 352 WEB1</i>)					Posted on the District website.
	<u>Topics 3, 4, & 5</u> <u>Message</u> : Retrofit or elevate your home/building to reduce future flood damage. Contact your local planning department to determine what steps should be taken to protect your property. Contact Public Works CRS Coordinator to find out if grant assistance is available	Increase in inquires on retrofitting measures. Decrease the number of repairs and elevations without permits. Increase number of repairs with permits	SFHA OP #21. Annual letters mailed to repetitive loss properties and real estate agencies	San Jose Palo Alto Sunnyvale Morgan Hill		Real Estate Agencies	San Jose Palo Alto Sunnyvale Morgan Hill	Each City sent out letters to repetitive loss parcels as required by FEMA.
		Increase number of elevation certificates on file, and structures repaired with permits; decrease the number of repetitive loss increase homes						Not Appropriate to post due to privacy concerns.
Messengers to Other Target Audiences (TA)	<u>Topics 1, 2, 3, 4, 5, 6, 7, 8, & 9</u> <u>Message</u> : Know your flood risk and be prepared; buy flood insurance	Educate our community on flood protection and preparedness measures	TA OP #1. Have American Red Cross include the topic of flood protection in their presentations. Have engineers accompany American Red Cross to community meetings (2/city/year)	American Red Cross	Year-Round	American Red Cross Neighborhood Associations Service Clubs (e.g. Notary, Kiwanas, etc.)	All	N/A this year. Possible focus for coming year.

1

Message Topics: **Outreach Projects (OP):** Topic 1 – Know your flood hazard; Topic 2 – Insure your property for your flood hazard; Topic 3 – Protect people from the flood hazard; Topic 4 – Protect your property from the hazard; Topic 5 – Build responsibly; Topic 6 – Protect natural floodplain functions

2

Flood Response Preparations (FRP): Topic 7 – Develop a Family Emergency Plan; Topic 8 – Download disaster electronic Apps; Topic 9 – Understand shallow flooding risks – “Don’t drive through standing water.”

3

Each September, all deliverables need to be reported to District for tracking purposes.

A **stakeholder** can be any agency, organization, or person (other than the community itself) that supports the message. Stakeholders can be: an insurance company that publishes a brochures on flood insurance, even if it is set out at City Hall; a local newspaper that publishes a flood or hurricane season supplement each year; FEMA, if, for example, a FEMA brochure is used as an informational material; schools that implement outreach activities; a local newspaper; a neighborhood or civic association that sponsors and hosts a presentation by a community employee; a utility company that includes pertinent articles in its monthly bills; or presentations made by state or FEMA staff at a Risk Map meeting.

Attachment: PPI Annual Report for FY 2015-16 - Year 1 (1787 : ANNUAL EVALUATION REPORTS FOR THE MULTI-JURISDICTIONAL

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Appendix A. The Multi-Jurisdictional PPI Worksheet for Santa Clara County - 2016 Annual Report Version

Target Audience	¹ Message	Outcome	Project(s) Proposed to Support the Messages	Assignment	² Proposed Schedule	³ Stakeholder	CRS Community	Project Accomplishments	
Lenders, real estate agencies or boards, developers/contractors and appraisers all serve as a messenger to people who are at risk of flooding as they provide their respective business service. In addition, organizations or agencies that serve communities at risk for flooding include PG&E, the American Red Cross, and Community Emergency Response Teams (CERT), neighborhood associations, schools, churches, hospitals and museums.	<u>Topic 2:</u> Insure your property for your flood hazard <u>Message:</u> Standard homeowner or commercial policies will not cover damage to structures or contents caused by natural flooding. Flood insurance is the only sure way to be reimbursed for some of your flood losses. A discount on your flood insurance premium is available. Flood insurance is also available for renters and commercial properties. There is a mandatory 30-day waiting period for flood insurance to become effective.	Increase the number of real estate agents who will advise their clients that they are interested in a home that’s in a floodplain area	TA OP #2. Post presentations on website (<i>Element 352 WEB1</i>)	All Sunnyvale Jose Palo Alto		Chamber of Commerce Silicon Valley Realtors Association American Red Cross Neighborhood Associations Service Clubs (e.g. Notary, Kiwanas, etc.) Chamber of Commerce Silicon Valley Realtors Association	All Sunnyvale San Jose Palo Alto	N/A this year. Possible focus for coming year. District has template available for any City to use.	
	<u>Message:</u> A discount is available. Flood insurance is also available for renters and commercial properties. There is a mandatory 30-day waiting period for flood insurance to become effective		TA OP #3. Annual mailer targeted towards real estate agents and lenders with this message	City of Sunnyvale CRS Coordinator City of San Jose CRS Coordinators Cities CRS Coordinators	Late Summer/ Fall			City of Sunnyvale City of San Jose All	Sunnyvale and Palo Alto have one-page newsletter which is sent to all real estate agents and set out for pick-up at City Hall. Milpitas purchases brochures from FEMA. Posted on City websites.
			TA OP #4. Post annual mailer targeted towards real estate agents and lenders on website (<i>Element 352 WEB1</i>)						
	<u>Topics 1, 2, 3, 4, 5, 6, 7, 8, & 9</u> <u>Message:</u> Know your flood risk and be prepared; buy flood insurance	Improve SFHA disclosure during real estate process	TA OP #5. Include flood protection and preparedness messages in newsletters of organizations or agencies that serve communities at risk for flooding; District and City staff would draft messages for insertion into newsletters.	All City of Sunnyvale City of San Jose City of Palo Alto	October-April		All	Starting in September, the water district began including flood safety information in its monthly newsletter through March. The newsletter reaches over 21,000 residents county-wide and is shared on the web and district’s social media sites monthly. Utility bill inserts. See CAL OP #1 and #2. All monthly newsletters posted on District website.	
		Increase in number of policies in the SFHAs and in the county in general	TA OP #6. Post newsletters on websites (<i>Element 352 WEB1</i>)					District Communications	All
			Educate our community on flood protection and preparedness measures	TA OP# 8. Speaker’s Bureau of staff from CRS Communities to talk at events organized by various community groups. The goal is for each CRS Community to speak at a minimum of 2 events per year or more. TA OP#9. Post Speaker’s Bureau presentation on website and/or share on social media.					

References

1. Washington Multi-Jurisdictional PPI
2. Snohomish County, City of Monroe, City of Sultan Multi-Jurisdictional Program for Public Information 2013
3. Flood Futures Report

¹
Message Topics: **Outreach Projects (OP):** Topic 1 – Know your flood hazard; Topic 2 – Insure your property for your flood hazard; Topic 3 – Protect people from the flood hazard; Topic 4 – Protect your property from the hazard; Topic 5 – Build responsibly; Topic 6 – Protect natural floodplain functions
Flood Response Preparations (FRP): Topic 7 – Develop a Family Emergency Plan; Topic 8 – Download disaster electronic Apps; Topic 9 – Understand shallow flooding risks – “Don’t drive through standing water.”

²
Each September, all deliverables need to be reported to District for tracking purposes.

³
A **stakeholder** can be any agency, organization, or person (other than the community itself) that supports the message. Stakeholders can be: an insurance company that publishes a brochures on flood insurance, even if it is set out at City Hall; a local newspaper that publishes a flood or hurricane season supplement each year; FEMA, if, for example, a FEMA brochure is used as an informational material; schools that implement outreach activities; a local newspaper; a neighborhood or civic association that sponsors and hosts a presentation by a community employee; a utility company that includes pertinent articles in its monthly bills; or presentations made by state or FEMA staff at a Risk Map meeting.

Annual Evaluation Report for FY17 (Year 2)

(July 2016 to June 2017)

Santa Clara County Multi-Jurisdictional Program for Public Information 2015



November 2017

**Santa Clara County Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY17 (July 2016 to June 2017) Year 2**

I. INTRODUCTION

Ten cities and the Santa Clara Valley Water District (District) have been active participants in the Community Rating System (CRS) for almost 20 years. CRS is a voluntary program of the Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) that allows participating communities to earn flood insurance premium discounts for their residents and businesses by agreeing to adopt and enforce practices that meet or exceed FEMA's requirement to reduce the risk of flooding. As the flood risk reduction agency for Santa Clara County, the District performs many flood related outreach and maintenance activities that earn CRS points for the County's CRS-participating communities. CRS points reduce, in 5% increments, flood insurance premiums for participating communities. The total savings for Santa Clara County residents from CRS discounts is approximately \$2.2 million per year.

The *CRS Coordinator's Manual, 2013 edition*, included the option to undertake a Program for Public Information (PPI) which is a method to customize your flood risk reduction outreach messages and increase CRS points. The District hosted the development of a Multi-Jurisdictional PPI in 2013 and 2014 so that all Santa Clara County CRS participating communities could work together and benefit from this effort.

This report is the second Annual Evaluation Report to FEMA to document our PPI activities.

The number of CRS points that will be earned by the PPI are determined by FEMA's consultant, Insurance Services Office (ISO/ CRS Specialists) examiners. We estimate that we could earn up to 340 points per participating community for our PPI efforts. The complete list of outreach projects is included in Attachment 1 of this report. Attachment 1 lists all projects proposed in 2015, with a "Project Accomplishments" column noting actions taken during FY17.

One important benefit from our PPI work has been the close collaboration between city staffs who work on flood protection throughout the County. Together, we have strengthened our CRS programs and learned from one another about shared flood protection and land use issues. For the Santa Clara County CRS Users Group, the PPI is our most important project. In addition to the PPI, the CRS Users Group also learned about new FEMA maps that are being updated to reflect coastal flooding in the San Francisco Bay. A sub-group of shoreline communities worked together on improved maps as part of this process. The CRS Users Group and the PPI effort provide a forum for the advancement of flood protection issues throughout the County.

The recent drought that plagued California meant that people were not focused on flood preparedness issues early in the year. However, the February 2017 local flood events generated interest. Twelve agencies initially participated in this Multi-Jurisdictional PPI; 9 have approved it. We will continue to actively recruit more participation.

II. PPI DEVELOPMENT PROCESS

The District initiated the PPI process for Santa Clara County in November 2013. The District hosted the process and provided staffing, while each participating community was required to: (1) conduct the CRS Self-Assessment; (2) recruit a non-governmental stakeholder; (3) participate in the PPI Committee meetings; and (4) bring the PPI to their elected body for approval. With the enthusiastic support of the CRS coordinators, the PPI process was started.

A number of meetings were held in 2013 and 2014 to develop the PPI. A committee worked between the meetings to draft the PPI report and compose the extensive list of possible projects (Attachment 1, which is Appendix A of the PPI). Table 1 shows dates of approval of the PPI by each participating agency as of September 22, 2017. Nine agencies have approved; San Jose, Cupertino, and the County of Santa Clara are still pending approval.

Table 1. Dates of PPI Approval

Agency	Date of Approval	Yes	Scheduled But Not Approved	Not Scheduled
Santa Clara Valley District	4/14/15	X		
City of Cupertino	Not Yet Scheduled			X
City of Gilroy	11/21/16	X		
City of Los Altos	6/23/15	X		
City of Milpitas	1/19/16	X		
City of Morgan Hill	8/24/16	X		
City of Mountain View	10/27/15	X		
City of Palo Alto	6/8/15	X		
City of San Jose	Scheduled for Early 2018		X	
City of Santa Clara	7/14/15	X		
Santa Clara County	Not Yet Scheduled			X
City of Sunnyvale	6/23/15	X		
Total Approved		9		
Approval Scheduled			1	
Not Yet Scheduled				2

III. PPI ACCOMPLISHMENT FOR 2017

The PPI accomplishments for FY17 fall into 3 categories. The first was continuing to get the PPI approved by the governing bodies of the participating communities. The second was implementing an accounting system to keep track of the PPI projects. The third was carrying out an extensive outreach program for flood risk reduction.

Elected Body Approval: Including the District, nine of the 12 participating agencies had the PPI approved by their governing body by the end of FY17. The approval dates are shown by city/agency in Table 1. The City of San Jose has the approval scheduled for early 2018 and the City of Cupertino and the County are each pending approval.

Accounting System: Because the 2015 Multi-Jurisdictional PPI included up to 12 agencies, tracking implementation became quite cumbersome compared to a single agency PPI. The

District hosted the record-keeping to ensure consistency throughout the County. An electronic file-sharing system was set up with folders for each of the agencies to file documents related to each of the 83 potential outreach projects. The system also includes a spreadsheet for each of the agencies which they will submit with their annual recertification. PPI related projects carried out by the District almost always apply to the entire county. Cities carried out projects in addition and they are shown on the composite spreadsheet which includes input from each city (Attachment 1).

Summary of PPI Projects Accomplished in FY17

Of the 53 Community at Large outreach projects identified in the PPI, at least 49 were accomplished. For outreach projects in the Special Flood Hazard Area, at least 19 of the 21-potential projects were accomplished. Of the 9 Targeted Audience outreach projects identified, 7 were accomplished. These numbers go well beyond the limits of the CRS Program requirements, and we anticipate collecting the maximum number of points for our collective efforts in 2017.

Outreach Program

Following a year of average rainfall in 2015-2016, the District prepared a full-scale paid advertising flood awareness campaign to convey the risks of flooding to residents of Santa Clara County, while incorporating some flexibility to scale back the intensity of ads based on the weather. The campaign was executed in mixed media outlets, and included ethnic media, to reach a diverse audience.

The District's annual flood awareness campaign has a budget of \$290,000. The total budget encompasses a paid advertisement campaign as well as staff outreach efforts related to flood awareness. The paid flood awareness campaign ran over a four-month period, from January through April 2017. The total paid advertisement campaign budget was \$260,000 and was exhausted. Through media buy negotiations, additional ads and extra display days' worth \$182,906 were provided at no extra cost for a campaign worth \$442,906. Total campaign impressions were calculated at over 34 million; with a cost of \$16.04 per thousand impressions.

Community Events: District communications staff actively participated in emergency preparedness fairs and community events in the fall of 2016. During that time staff attended three community events to distribute flood safety information.

In addition to these community efforts, District board members submitted guest columns to be placed in local newspapers. The District submitted two winter-related columns that contained flood safety messages as well as PPI messages during the month of October.

Advertising Campaign: The paid advertisements began in January 2017 and ran through April 2017. In preparation for the campaign, as early as September 2016, Office of Communications staff led social media and digital communication efforts to convey flood safety messages including the use of Facebook, Twitter and blog posts, as well as the District's e-newsletter. A key strategy of the paid campaign was to incorporate key PPI messages in our ads as much as possible. These messages were derived from the District's annual Flood Plain Mailer, a publication distributed to residents in FEMA designated floodplains (Attachment 1 - Special Flood Hazard Area [SFHA] Outreach Projects [OP] 1 and 3). The flood awareness campaign included:

Customer Target: The campaign was targeted to residents and commuters within Santa Clara County, and residents in areas in or near a Special Flood Hazard Area. These targeted areas were determined using zip codes from the floodplain mailer address list, which is based on published FEMA flood maps.

Media: The media breakdown was as follows:

- a) Radio – 35 percent
- b) Online – 43 percent
- c) Outdoor – 11 percent
- d) Ethnic Print – 11 percent

Radio: (35 percent)

Scripts for radio were drafted to include key PPI messages such as “Turn Around, Don’t Drown,” making an emergency plan, and preparing for flooding by purchasing flood insurance. These messages ran for a total of 12 weeks on the following mainstream English radio stations: KBAY, KEZR, KUFX and KRTY. The radio ads were translated in Spanish (KSOL - four weeks). The campaign had two kinds of radio ads: general ads and weather alerts. Weather alerts are 10 and 15 second quick radio ads that we could run within at least 48 hours of forecasted storms. The weather alerts were scheduled days in advance of anticipated rain storms; weather alerts were heavily used during the months of January and February. General radio ads were scheduled throughout the campaign duration from January through April.

Online: (43 percent)

The campaign included online banner ads, email blasts and a pay-per-click ad word campaign. Standard and Mobile Banner ads were used across CBS owned or sponsored sites. As part of a media buy package, email blasts were distributed among email subscribers of CBS sites. The email blasts included two messages on behalf of Board Chair Varela informing residents of the existing flood risks, the District’s effort to mitigate risks and a list of precautions for residents to protect their family and property. E-mail blasts were distributed on three separate occasions to a total audience of 150,000 and had an average 12 percent open rate and 8 percent click through rate.

The pay-per-click campaign ran across social media platforms including Facebook, and major search engines Bing and Google. Office of Communications staff generated a list of keywords related to flood awareness and flood safety and the media buyer produced approximately 150 possible search phrases that would yield District flood protection resources page in the top search results. The pay-per-click campaign ran from March through the end of April, yielding a total of 212 clicks to District web pages.

Outdoor: (11 percent)

This year, the flood awareness campaign made use of outdoor ad space to display campaign ads and list flood safety tips (derived from the point-earning PPI messages). The types of outdoor media used were billboards, mall posters, and transit shelters and included a total of 14 billboards throughout San Jose, 8 mall posters and 6 transit shelters total in Morgan Hill and Palo Alto. The locations for outdoor media space were assigned based on proximity to

flood prone areas, such as neighborhoods in East and South San Jose close to Coyote, Canoas, Lower Silver, Berryessa and Ross creeks and Guadalupe River; Palo Alto near San Francisquito Creek; and Morgan Hill near Llagas Creek.

To the District's benefit, all outdoor media space was displayed longer than the negotiated display time, resulting in extra days of promotion at no additional cost. The billboards had a total of 66 extra days and the mall posters had 25 extra days. The transit shelters had a total of 108 extra days.

Ethnic Print: (11 percent)

Campaign advertisements were translated in Spanish, Chinese, Tagalog, Korean, and Vietnamese and ran in the corresponding language publications: Philippine News, Asian Journal SF, Alianza Metropolitan News, La Opinion de la Bahía, El Observador, Sing Tao, World Journal, China Press, News for Chinese, Korea Times, Korea Daily, Cali Today, Vietnam Daily and India Currents. As a value-added opportunity, an editor from New America Media (the subcontractor who managed the ethnic print publications) interviewed Chair Varela on the impacts of the February Coyote Creek flood and the District's future prevention efforts. The article was printed in Korea Daily, China Press, La Opinión de la Bahía, Norcal Asian Journal and the Philippine News during the month of April.

Results:

Based on a thorough report from the media buyer, the email blasts yielded an average open rate of 12 percent and as high as 10.3 percent click through rate (email). The average industry click rate for any kind of online ad format and placement is about 17 percent. Traffic to the flood protection resources page through the duration of campaign resulted in a total of 36,385-page views to both the flood protection resources and flood safety web pages. These results more than doubled in comparison to last year's flood awareness campaign, which were a total of 14,893 views for both sites. Some of this increase may be related to the extraordinary flood season that the County experienced last winter.

IV. CRS USERS GROUP MEETINGS 2017 – MONITORING AND EVALUATING THE PPI

CRS Users Group meetings were held on May 3, 2017 and June 27, 2017 to gather communities' input on how the PPI had worked over the last year and to plan and choose/confirm PPI messages for the coming year. Agenda and attendance sheets for each meeting are included as Attachments 2-5. Following the meetings, a draft PPI Annual Evaluation Report FY17 (Year 2) was sent to the communities for their review and input.

As required by CRS, our June meeting was to monitor the implementation of the PPI Outreach Projects and to determine if the desired outcomes were achieved, as well as if any changes to the PPI were needed.

We evaluated the City of Palo Alto's June 27, 2015 Verification Report results which were announced on April 1, 2017. The committee was interested in determining which PPI outreach projects earned Palo Alto points as they were the first Santa Clara County community that received credit for our PPI efforts. Palo Alto achieved an overall community improvement from a CRS Class 7 to a CRS Class 6 for a number of reasons, including

improvement under CRS Activity 330 – Outreach Projects, which increased from 256 points to 322 points.

We discussed lessons learned from our second year and what was important to continue and strengthen. Attendance was excellent; staff from ten agencies attended, as well as their respective external stakeholders.

The general consensus is that our PPI implementation is on target and that no changes are needed. Cities who had gotten the PPI approved by their elected officials reported receiving strong support. For cities that had not gotten the PPI approved yet, the major problem was workload. The Public Works Departments in our area have a great deal of work to do now because of the high development level with the Silicon Valley's current economic boom.

The PPI Annual Evaluation Report needs to be shared with each participating community's governing body. Table 2 is a chart of how each community expects to communicate the report.

Table 2. *How PPI Annual Evaluation Report will be shared with Community's Governing Body*

	Community	Method for Sharing
1	Santa Clara Valley Water District	Board Non-Agenda Item
2	City of Gilroy	Consent Calendar
3	City of Los Altos	City Manager's Weekly Update
4	City of Milpitas	Monthly Report to Council
5	City of Mountain View	Council Weekly Update
6	City of Morgan Hill	City Manager's Weekly Update
7	City of Palo Alto	Informational Staff Report
8	City of San Jose	City Manager's Weekly Report
9	City of Santa Clara	Friday Update to Council
10	City of Sunnyvale	City Manager's Bi-Weekly Report

V. FUTURE MESSAGING

The messages that we chose originally are still relevant to Santa Clara County. We continue to increase our efforts to get people to prepare their personal/family emergency plans and be flood-ready. This will be incorporated in the flood preparedness outreach that is done every fall. We will also coordinate efforts with the District's Education Outreach Program to promote flood preparedness in local schools with an emphasis on reaching students and families that were affected by the February 2017 floods.

Another recommendation of the PPI Committee is to increase the use of social media for messaging. People are using their phones more and more to get information, so the more we can use banner ads, sponsored articles, etc., the better. The PPI Committee was pleased to see all the outreach in different media that the District had done the year before. The meeting attendees shared that they had seen various messages throughout the season on different media.

In support of our preparedness messaging, we will continue to promote the importance of having family emergency plans and emergency kits ready to go before an emergency event occurs. As we did last year, emergency starter mini-kits of emergency supplies have been

developed as a give-away for emergency preparedness fairs or events. This year, to qualify for an emergency starter mini-kit, each person will have to demonstrate they've downloaded an emergency alert App onto their cell phones. We are promoting the County's recently launched ReadySCC App, as well as the American Red Cross Flood App. For people who do not have cell phones, they will be asked to demonstrate that they've started to complete an American Red Cross Emergency Contact Card that will be provided to them.

Additionally, we plan to have a coloring/essay contest related to family emergency plans and to provide emergency starter mini-kits for both elementary and middle schools who request the District's Education Outreach Program services. We also plan to reach out to schools that were affected by the February 2017 floods. These activities emphasize the PPI Committee's original message that people need to be encouraged to prepare for emergencies and to use available resources to stay informed during emergencies.

VI. CONCLUSION

Overall, the CRS Users Group was successful in implementing the PPI in FY17. The PPI allowed for participating communities to mutually decide which flood risk reduction messages are most appropriate and identifies how those messages are delivered. The objectives of participating in the PPI are to enhance the effectiveness of the flood risk messages to residents, reduce flood risks within the county, and earn valuable CRS credit points when identified projects are implemented by communities. The Users Group and the PPI will continue through FY18.

Attachments for submission to District Board, City Councils/Managers, and FEMA as part of 2017 Verification/Recertification Package, as required:

1. Appendix A from 2015 SC County Multi-Jurisdictional PPI noting FY17 Project Accomplishments
2. Agenda for May 3, 2017 CRS Users Group Meeting
3. Sign-in Sheet for May 3, 2017 CRS Users Group Meeting
4. Agenda for June 27, 2017 CRS Users Group Meeting
5. Sign-in Sheet for June 27, 2017 CRS Users Group Meeting

Appendix A. The Multi-Jurisdictional PPI Worksheet for Santa Clara County - 2017 Annual Report Version (Year 2) Project Accomplishments

2015 PPI Plan								FY 2017 Project Accomplishments
Target Audience	¹ Message	Outcome	² Project(s) Proposed to Support the Messages	Assignment	³ Proposed Schedule	⁴ Stakeholder	CRS Community	
Community At Large (CAL) The PPI Committee recognized that the entire community that lives and/or works in Santa Clara County is subject to impacts due to flooding. The CRS typically focuses on residential flooding, but here, flooding of businesses and roads is also very important.	<u>Topics 1, 2, 3, 4, 5, 6, 7, 8, & 9</u> Message: Know your flood risk and be prepared; buy flood insurance	Educate our community on flood protection and preparedness measures	CAL OP #1. Flood messages inserted in and/or printed on Utility Bills.	City Public Works Depts. (PWD) City CRS Coordinators District Communications (for South County Unincorporated areas)	October – March	Utility companies (water, electric, waste)	All	City of Mountain View, Palo Alto, and City of Santa Clara included flood messages in their Utility bills.
			CAL OP #2. Post Utility Bill messages on websites (Element 352 WEB1)					City of Palo Alto sent out two inserts in their utility bills; one in September 2016 and December 2016.
			CAL OP#3. Winter Preparedness Briefing					City of Palo Alto posted the September 2016 insert on their website.
			CAL OP #4. Post “Winter Preparedness Briefing” notice and materials on website (Element 352 WEB1)					
			CAL OP#5. “Emergency Preparedness Workshop”					
			CAL OP #6. Post “Emergency Preparedness Workshop” notice and materials on website (Element 352 WEB1)					
			CAL OP #7. Develop newsletters with articles on flood protection and preparedness measures that urge residents and businesses to purchase flood insurance. These would include paper and electronic versions. These will be more extensive than messages included in utility bills. District’s annual county-wide mailer (CWM) will include language on flood protection and preparedness measures. City of Sunnyvale will distribute yearly newsletter article called “Know how to be Flood Safe in Sunnyvale” (Element 352 WEB1 and 2)	District Field Operations	October	NOAA, Cities Emergency Managers & Public Works Directors, Santa Clara County OES, Cal Fire, CCC, DWR	All	Not Applicable. Removed from list because all the people involved in the briefing are staff from numerous agencies. This wasn’t outreach to the public.
					October–November			
					November			
					November–December			
	<u>Topics 1, 2, 3, 4, 5, 6, 7, 8, & 9</u> Message: Know your flood risk and be prepared; buy flood insurance. Flood Insurance will cover damage from flooding that most homeowner’s policies don’t cover	Educate our community on flood protection and preparedness measures	CAL OP #8. Post newsletters/articles/District’s CWM on websites (Element 352 WEB1 and 2)	City CRS Coordinators or Communications staff District Communications Gilroy Chamber of Commerce	October – March	Insurance agencies Gilroy Chamber of Commerce District Grantee Organizations	City of Morgan Hill City of Cupertino City of Sunnyvale Gilroy Chamber of Commerce	Starting in September, the District began including emergency preparedness flood safety information and encouraging residents to consider flood insurance in its monthly newsletter through March. The newsletter reaches over 29,000 residents county-wide and is shared on the web and district’s social media sites monthly. A countywide mailer was not sent in FY17.
								City of Mountain View, “The View” included these messages, sent to all addresses in city. City of Santa Clara and City of Morgan Hill also develop newsletters.
								City of Palo Alto utility bill inserts include this message.
								Outreach materials displayed at Los Altos City Hall front counter and Library. Ad article titled "Flood Insurance Information Available" was published four times in the Los Altos Town Crier. City of Los Altos weekly newsletter email included a "Community Emergency Preparedness Volunteers Special Presentation" section on June 16, 2017.
								In December 2016, City of Milpitas mailed out citywide informational “SFHA brochure” that included this message.
								All were posted on city or District websites.
								City of Palo Alto utility bill inserts are posted on their website.
								City of Milpitas posts their “SFHA brochure” on their website.

¹ **Message Topics:** Outreach Projects (OP): Topic 1 – Know your flood hazard; Topic 2 – Insure your property for your flood hazard; Topic 3 – Protect people from the flood hazard; Topic 4 – Protect your property from the hazard; Topic 5 – Build responsibly; Topic 6 – Protect natural floodplain functions
Flood Response Preparations (FRP): Topic 7 – Develop a Family Emergency Plan; Topic 8 – Download disaster electronic Apps; Topic 9 – Understand shallow flooding risks – “Don’t drive through standing water” and “Turn Around, Don’t Drown”[®].

² CAL OP = Community At Large Outreach Projects; SFHA OP = Special Flood Hazard Area Communities Outreach Projects; TA OP = Target Audiences Outreach Project

³ Each September, all deliverables need to be reported to District for tracking purposes.

⁴ A stakeholder can be any agency, organization, or person (other than the community itself) that supports the message. Stakeholders can be: an insurance company that publishes a brochures on flood insurance, even if it is set out at City Hall; a local newspaper that publishes a flood or hurricane season supplement each year; FEMA, if, for example, a FEMA brochure is used as an informational material; schools that implement outreach activities; a local newspaper; a neighborhood or civic association that sponsors and hosts a presentation by a community employee; a utility company that includes pertinent articles in its monthly bills; or presentations made by state or FEMA staff at a Risk Map meeting.

Appendix A. The Multi-Jurisdictional PPI Worksheet for Santa Clara County - 2017 Annual Report Version (Year 2) Project Accomplishments

2015 PPI Plan								FY 2017 Project Accomplishments
Target Audience	¹ Message	Outcome	² Project(s) Proposed to Support the Messages	Assignment	³ Proposed Schedule	⁴ Stakeholder	CRS Community	
Community At Large (CAL) The PPI Committee recognized that the entire community that lives and/or works in Santa Clara County is subject to impacts due to flooding. The CRS typically focuses on residential flooding, but here, flooding of businesses and roads is also very important.	Topics 4 & 6 Message: Keep debris and trash out of our streams. It's illegal to dump into streams	Cleaner streams and fewer dumping violations Fewer debris blockages during high-flow events	CAL OP #9. "Do Not Dump" message is sent each year to all Santa Clara County residents in the District's CWM	District Communications City of Sunnyvale	June/July 2015 (CWM)	Adopt-A-Creek Organizations District Grantee Organizations	All	Floodplain Mailer (FPM) sent to all SC County parcels in the FEMA flood zone with "Do Not Dump" message. District has an extensive stewardship program. "Do Not Dump" message posted on construction/project sites with signs throughout the county. City of Palo Alto in utility bills inserts include this message; City of Morgan Hill included "No Dumping" message in their community newsletter; City of Los Altos communicates "Do Not Dump" messages through litter mailer sent to property owners in the City's Trash Management Area 1, which is characterized by higher trash levels; In December 2016, City of Milpitas mailed out citywide informational "SFHA brochure" that included this message.
			CAL OP #10. Post "Do Not Dump" messages on website (Element 352 WEB1)					FPM posted on the District's website. City of Morgan Hill included "No Dumping" message in their "Flood Report" community-wide newsletter which mailed out and also posted on their website. City of Palo Alto utility bill inserts are on posted their website. City of Milpitas posts their "SFHA brochure" on their website.
			CAL OP #11. "Illegal Dumping" - District Community Project Review Unit (CPRU) Water Resource Protection Ordinance No. 08-2 amending Ordinance No. 83-2	District CPRU Santa Clara Valley Urban Runoff Pollution Prevention Program	Year-Round	Adopt-A-Creek Organizations District Grantee Organizations	All	District Ordinance in force. City of Palo Alto has an ordinance on Illegal Dumping in their Municipal Code. In December 2016, City of Milpitas mailed out citywide informational "SFHA brochure" that included this message.
			CAL OP #12. Post Water Resource Protection Ordinance on website (Element 352 WEB1)					District Ordinance posted on website. City of Milpitas posts their "SFHA brochure" on their website.
			CAL OP #13. "No Dumping" signage on District project sites	District Watersheds Operations & Maint. Santa Clara Valley Urban Runoff Pollution Prevention Program	Year-Round	Santa Clara Valley Urban Runoff Pollution Prevention Program (all communities that drain to San Francisco Bay)	All	District project sites signs includes "No Dumping" message.
			CAL OP #14. "Pollution Hotline 1-888-510-5151" to report all illegal dumping messages are included in Neighborhood Work Notices (target outreach – 6 points per topic)	District Communications Santa Clara Valley Urban Runoff Pollution Prevention Program	Year-Round	Santa Clara Valley Urban Runoff Pollution Prevention Program Watershed Watch Organization San Francisco Estuarine Institute Oakland Museum	All	Information from Municipal Regional Permit NPDES Permit No.: CAS612008 Order Number: R2-2015-0049 <u>FY 2016-2017 Annual Report</u> <i>C.5 – Illicit Discharge Detection and Elimination</i> <i>C.7.c. Stormwater Pollution Prevention Education and</i> The District's Pollution Hotline (1-888-510-5151; www.valleywater.org/Services/PollutionHotline.aspx) receives and responds to emergency response reports throughout the Santa Clara County 24/7- 365 days per year availability to conduct storm water pollution investigations.

¹ **Message Topics:** **Outreach Projects (OP):** Topic 1 – Know your flood hazard; Topic 2 – Insure your property for your flood hazard; Topic 3 – Protect people from the flood hazard; Topic 4 – Protect your property from the hazard; Topic 5 – Build responsibly; Topic 6 – Protect natural floodplain functions
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Attachment: PPI Annual Report for FY 2016-17 - Year 2 (1787 : ANNUAL EVALUATION REPORTS FOR THE MULTI-JURISDICTIONAL

Appendix A. The Multi-Jurisdictional PPI Worksheet for Santa Clara County - 2017 Annual Report Version (Year 2) Project Accomplishments

2015 PPI Plan								FY 2017 Project Accomplishments
Target Audience	¹ Message	Outcome	² Project(s) Proposed to Support the Messages	Assignment	³ Proposed Schedule	⁴ Stakeholder	CRS Community	
								The District received and responded to a total of 141 emergency response reports throughout Santa Clara County during FY 16-17. This were 24 reports more than in FY16. Of the 141 total incidents reported during FY17, 77 were actual or potential discharge events, and 88 required a field response by a team member or members for general investigation, source identification, multi-agency coordination, and clean-up or evidence collection. In December 2016, City of Milpitas mailed out citywide informational “SFHA brochure” that included this message. Their number is 911 dispatch for Fire Department response.
Community At Large (CAL) The PPI Committee recognized that the entire community that lives and/or works in Santa Clara County is subject to impacts due to flooding. The CRS typically focuses on residential flooding, but here, flooding of businesses and roads is also very important.	<u>Topics 4 & 6</u> <u>Message:</u> Keep debris and trash out of our streams. It’s illegal to dump into streams	Cleaner streams and fewer dumping violations Fewer debris blockages during high-flow events	CAL OP #15. Post Project notices with “Pollution Hotline” on website (<i>Element 352 WEB1</i>)					Not applicable, project notices did not include the Pollution Hotline number this year. The Do Not Dump messaging is in the District’s FPM and is posted on the website at: http://valleywater.org/EkContent.aspx?id=2232&terms=hotline City of Milpitas posts their “SFHA brochure” on their website.
			CAL OP #16. Creekside Property Program – Creek Wise brochure handed out at community fairs (target outreach – 6 points per topic)	District Communications	Year-Round	Fair Sponsors Attendees of community events who visit information booths SCVURPPP	All	The Creek Wise brochures were handed out at various community events at various SC County cities (<i>not including Morgan Hill and Gilroy</i>) in North County.
			CAL OP #17. Post Creekside Property Program – Creek Wise brochure on website (<i>Element 352 WEB1</i>)					The Creekside Property Owner informational mailer is posted on the District’s website at: http://valleywater.org/Programs/CreeksidePropertyProgram.aspx
			CAL OP#18. Organize volunteers for creek clean-ups through District’s Adopt-A-Creek Program or organized city clean-ups, such as City of Santa Clara’s, Adopt-A-Spot Program	District Communications	Year-Round	Community Organizations Residents Schools Businesses Creek Connections Action Group (CCAG)	All City of Santa Clara	Participation in the Adopt-A-Creek Program was 135 partners, 55 adopted sites in FY17 (an increase of 10 sites from the previous year). Each participating Adopt-A-Creek partner was required to host a minimum of 2 clean-up events per year. City of Sunnyvale, City of Mountain View, Palo Alto, City of Santa Clara, and City of Milpitas all advertise the clean-ups. City of Morgan Hill advertised the clean-up in the City’s Recreation Activity Guide and on Facebook. The National River Clean-up Day was advertised in the Guide’s 2016 Summer edition and the California Coastal Clean-up Day in the 2016 Fall edition which were posted on the city’s website.
			CAL OP #19. Post District’s Adopt a Creek Program and cities clean-up programs on website (<i>Element 352 WEB1</i>)					Adopt-A-Creek Program information posted on the District’s website at http://valleywater.org/EkContent.aspx?id=336&terms=adopt+a+creek

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Community At Large (CAL) The PPI Committee recognized that the entire community that lives and/or works in Santa Clara County is subject to impacts due to flooding. The CRS typically focuses on residential flooding, but here, flooding of businesses and roads is also very important.	Topics 4 & 6 Message: Keep debris and trash out of our streams. It's illegal to dump into streams	Cleaner streams and fewer dumping violations Fewer debris blockages during high-flow events	CAL OP#20. Organize volunteers for National River Cleanup Day and California Coastal Cleanup Day	District Communications City of San Jose	May 16, 2015 and September 2015 annually		All	Information from Municipal Regional Permit NPDES Permit No.: CAS612008 Order Number: R2-2015-0049 <u>FY 2016-2017 Annual Report</u> <i>C.7 – Public Information and Outreach</i> National River Cleanup Day was held on 5/20/2017. 48 clean-up sites; 1,251 volunteers removed approximately 33,408 lbs. of trash and 3,086 lb. of recyclables along 65 miles of creeks and shoreline. California Coastal Cleanup Day was held on 9/17/2016. 43 clean-up sites; 1,883 volunteers removed approximately 48,568 lbs. of trash and 6,442 lbs. of recyclables along 60.75 miles of creeks and shoreline. City of Milpitas participates in these annual events.
			CAL OP #21. Post volunteer information and results on website (<i>Element 352 WEB1</i>)					Volunteer information and results posted on www.cleanacreek.org . City of Milpitas promotes the volunteer opportunities on their website re-directing to www.cleanacreek.org
			CAL OP # 22. Installation of trash booms					Information from Municipal Regional Permit NPDES Permit No.: CAS612008 Order Number: R2-2015-0049 <u>FY 2016-2017 Annual Report</u> <i>C.10 – Provision C.10 Trash Load Reduction</i> A total of 4 trash booms (2 in San Jose: Lower Silver Creek, Thompson Creek; 2 in Palo Alto: Matadero Creek, Adobe Creek) installed prior to FY16-17. 15 cubic yards of trash and debris removed from trash boom s clean-up efforts in North County.
			CAL OP #23. Stenciling storm drains “Do Not Dump - Flows Into Bay”	City of San Jose CRS Coordinator All Cities CRS Coordinator			City of San Jose All Cities	District inspects and maintains, including stenciled storm drains on all District property. Provision C.7.a (Public Information and Outreach – Storm Drain Inlet Marking) of the Municipal Regional Stormwater NPDES Permit (Order No. R2-2015-0049) issued by the San Francisco Bay Regional Water Quality Control Board to 76 Bay Area permittees (including Santa Clara County, the District, and the cities in the northern part of the county that discharges to the Bay) requires that: Permittees shall mark and maintain municipally-maintained storm drain inlets with appropriate stormwater pollution prevention message, such as “No Dumping, drains to Bay” or equivalent. For newly -approved, privately maintained streets, Permittees shall require storm drain inlet markings .. by the project developer. Municipalities are to inspect and maintain storm drain inlet markings of at least 80 percent of municipality-maintained inlets to ensure they are legibly labeled. City of Milpitas places “No Dumping, Drains to Creek” medallions at public catch basins.

1 **Message Topics:** **Outreach Projects (OP):** Topic 1 – Know your flood hazard; Topic 2 – Insure your property for your flood hazard; Topic 3 – Protect people from the flood hazard; Topic 4 – Protect your property from the hazard; Topic 5 – Build responsibly; Topic 6 – Protect natural floodplain functions
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			CAL OP #25. Hot Spot Assessment and Clean-ups						Information from Municipal Regional Permit NPDES Permit No.: CAS612008 Order Number: R2-2015-0049 <u>FY 2016-2017 Annual Report</u> <i>C.10 – Provision C.10 Trash Load Reduction</i> District staff continued to actively participate in the SCVURPPP Trash Ad-Hoc Task Group. In addition, District staff co-chairs the BASMAA trash committee and participated on the Project Management Team for the Receiving Water Trash Monitoring Plan development. District staff also participated in workshops related to receiving water trash monitoring for the statewide trash amendments organized by the Ocean Protection Council. During the spring trash hot spot site assessments, it was determined that the significant stream flows over the winter in Santa Clara County washed out all sign of the trash from the hot spot locations. A total of 3 cubic yards of trash and debris removed. The table and chart below detail the volume, cleanup date, and eradication result of trash collected by the District through the Open Watershed Program cleanups, legal enforcement cleanups, improved water bodies improvement cleanups, trash hot spot cleanups, and various other trash and debris removal activities. From 14-17, approximately 98% of legal enforcement cleanups were joint operations with the City of San Jose. <table><tr><th>Program</th><th>2013-2014</th><th>2014-2015</th><th>2014-2016</th><th>2016-2017</th></tr><tr><td>Open Watershed Program</td><td>740</td><td>1,764</td><td>1,400</td><td>1,145</td></tr><tr><td>Legal Enforcement Cleanups</td><td>5,929</td><td>16,996**</td><td>13,560</td><td>12,696</td></tr><tr><td>Improved Water Bodies Improvement Cleanups</td><td>—</td><td>—</td><td>78</td><td>—</td></tr><tr><td>Other Trash and Debris Removal</td><td>1,410</td><td>1,453</td><td>1,520</td><td>2,440</td></tr><tr><td>Trash Hot Spot Cleanups (NRE)</td><td>17</td><td>—</td><td>59</td><td>3</td></tr><tr><td>Trash Basin Cleanups**</td><td>3</td><td>43***</td><td>11</td><td>15</td></tr><tr><td>Volunteer Clean Up (Clean Up Day)</td><td>430</td><td>416</td><td>423</td><td>460</td></tr><tr><td>Total</td><td>18,747</td><td>30,478</td><td>14,877</td><td>16,778</td></tr></table> *** FY 2014-2015 Legal Enforcement Cleanup totals included trash and debris removed from the "Jungle" in Coyote Creek in December 2014. ** The number includes trash volume from the Palo Alto basins. *** Refer to table included in 2016/2017 report as a result of a low stage to curb a water barrier at exit. Total volume of trash removed by watershed (please note the following table excludes some of the programs above, such as volunteer clean up and other debris removal). City of Palo Alto and City of Milpitas continue to actively participate in the SCVURPPP. City of Milpitas has 4 (four) creek hot spots which are cleaned twice/year.	Program	2013-2014	2014-2015	2014-2016	2016-2017	Open Watershed Program	740	1,764	1,400	1,145	Legal Enforcement Cleanups	5,929	16,996**	13,560	12,696	Improved Water Bodies Improvement Cleanups	—	—	78	—	Other Trash and Debris Removal	1,410	1,453	1,520	2,440	Trash Hot Spot Cleanups (NRE)	17	—	59	3	Trash Basin Cleanups**	3	43***	11	15	Volunteer Clean Up (Clean Up Day)	430	416	423	460	Total	18,747
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Each September, all deliverables need to be reported to District for tracking purposes.

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Target Audience	1 Message	Outcome	2015 PPI Plan					FY 2017 Project Accomplishments
			2Project(s) Proposed to Support the Messages	Assignment	3 Proposed Schedule	4 Stakeholder	CRS Community	
Community At Large (CAL) The PPI Committee recognized that the entire community that lives and/or works in Santa Clara County is subject to impacts due to flooding. The CRS typically focuses on residential flooding, but here, flooding of businesses and roads is also very important.		Cleaner streams and fewer dumping violations Fewer debris blockages during high-flow events	CAL OP #26. Send out yearly newsletter article discussing efforts to ready the storm drainage system for fall rains – cleaning out storm drains, and discusses “No Dumping” that reaches all households in the City or County	City of Sunnyvale CRS Coordinator Cities CRS Coordinators	Late Summer/ Fall		Sunnyvale All	Messages on storm drainage system included in the annual FPM sent out to 48,200 parcels City of Morgan Hill sent out a Flood Report to all residents; Palo Alto utility bill inserts include this messaging; City of Santa Clara’s newsletter has message on storm drain and illegal dumping; In December 2016, City of Milpitas mailed out citywide informational “SFHA brochure” that included this message.
			CAL OP # 27. Post newsletter article on efforts to ready storm drainage system for fall rains – cleaning out storm drains, and “No Dumping” on website (<i>Element 352 WEB1</i>)	City Sunnyvale CRS Coordinator Cities CRS Coordinators	Late Summer/ Fall		Sunnyvale All	Newsletters and flier posted on the website. City of Palo Alto utility bill inserts posted on their website. City of Los Altos posts information on the website about City efforts to prepare for storms and emergencies, including 1) conducting emergency operation drills with the Police Department and Santa Clara County Fire Department to set up an Emergency Operation Center in order to practice and prepare for storm and flood response; 2) inspections and waterproofing of traffic signals related equipment and preparing backup generators for signal outages; 3) trimming trees and removes dead trees, which can help to prevent debris blockages during rains; 4) inspecting and clearing debris from difficult to access storm water ditches. City of Santa Clara newsletter posted on website. City of Milpitas posts their “SFHA brochure” on website.
	<u>Topics 1,2,3,4,7, 8 & 9:</u> Download disaster electronic Apps <u>Messages:</u> Be prepared for flood and other disasters; Know how to access needed information quickly during an emergency	Increase in ‘hits’ on Apps and less stress during emergencies	CAL OP #28. Advertise District, County Public Health Department and American Red Cross Electronic Apps	City representatives, District Communications County Public Health Dept. Gilroy Chamber of Commerce, and American Red Cross	Year-Round	Community Organizations, including American Red Cross and Gilroy Chamber of Commerce Residents who download the apps. Attendees of community events who visit information booths Teachers /students visited by District’s School Outreach Program	All	Apps included in the District’s FPM. Also advertised on Facebook, and Twitter by District, Palo Alto, and Mountain View. Palo Alto utility bill inserts include the Red Cross App information.
			CAL OP #29. Post disaster apps information on website (<i>Element 352 WEB1 and 2</i>)					Apps posted on District website. City of Palo Alto utility bill insert in on their website.
			CAL OP #30. Instruct people to download apps at personal preparedness trainings					Apps information provided at several emergency preparedness events hosted by District and several SC County cities, including Palo Alto. City of Milpitas’ Fire Department Office of Emergency Services offers instructions on downloading preparedness apps.
			CAL OP #31. Post instruction on how to download apps. on websites and electronic newsletters (<i>Element 352 WEB1</i>)	District Communications City representatives				Instructions on District and Palo Alto website at: http://valleywater.org/Sign-up-for-alerts.aspx City of Milpitas posts this information under the Fire Department landing page.

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Community At Large (CAL) The PPI Committee recognized that the entire community that lives and/or works in Santa Clara County is subject to impacts due to flooding. The CRS typically focuses on residential flooding, but here, flooding of businesses and roads is also very important.			CAL OP #32. Promote ALERT SCC - Santa Clara County Emergency Alert System	Cities CRS Coordinators District Communications		Santa Clara County	All	District promoted ALERTSCC in the FPM. AlertSCC is a service for anyone who lives or works in SC County to get emergency warnings sent directly to their electronic devices. AlertSCC provides information in emergency situations like: - Flooding, wildfires and subsequent evacuations. - Public safety incidents, including crimes, that immediately affect your neighborhood. - Post-disaster information about shelters, transportation, or supplies City of Morgan Hill promoted ALERT SCC on Facebook. City of Los Altos social media messaging encouraged download of the ReadySCC app and promoted several different emergency training programs and drills. City of Milpitas promotes the ALERT SCC on their website.
			CAL OP #33. Post ALERT SCC - Santa Clara County Emergency Alert System on District and cities websites http://www.sccgov.org/sites/alertscc/Pages/home.aspx (Element 352 WEB1 and WEB2)					Sign-up info posted on District and Palo Alto website at: http://valleywater.org/Sign-up-for-alerts.aspx City of Milpitas posts ALERT SCC information on their website.
	Topic 7: Develop a Family Emergency Plan Messages: Be prepared for flood and other disasters	Increase in Family Emergency Plan and less stress during emergencies More people know what to do in an emergency	CAL OP#34. Workshop/contest to promote developing family Emergency Plans; Reaching out to a celebrity to carry our message	District Communications and City representatives with assistance from Stakeholders	Year-Round	Schools American Red Cross Celebrity, TBD FEMA California Volunteers.org	All	Social Media emergency preparedness contest hosted by District, residents encouraged to share photo of their emergency kit. Lots of traffic on Facebook and Twitter, but no participants. A new color/essay contest is planned for FY18. Family Emergency Plan information is also included in the FPM. City of Mountain View and City of Milpitas handed out District emergency starter kits at various community events with request that residents complete an emergency plan with their family. City of Milpitas Fire Department conducts SAFE training for resident that include a component of developing emergency plans.
			CAL OP #35. Post Family Emergency Plan template form on website http://www.redcross.org/images/MEDIA_CustomProductCatalog/m12140360_ARC_Family_Disaster_Plan_Template_r08_3012.pdf?compmedium=internal link download&compname=family disaster plan english or http://www.californiavolunteers.org/familyplan/pdf/familyplan.pdf (Element 352 WEB1 and 2)					Templates for Family Emergency Plan are posted on the District's website in the FPM under "What to Do Before" section. Additionally, hard copies of FEMA's Family Emergency Plan template were included in the emergency starter kits handed out by District and/or cities' staff at several emergency preparedness events held throughout the county. City of Los Altos website page encourages families to plan communication before flooding/ emergencies and includes link to FEMA communication plan steps and template. City of Milpitas posts the Family Emergency Plan template on their website.
			CAL OP#36. Include message "What to Do....Before – Prepare a Family Emergency Plan...." in District's CWM	District Communications City representatives	October – March		All	Messages were included in District's FPM. In December 2016, City of Milpitas mailed out citywide informational "SFHA brochure" that included this message.

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A **stakeholder** can be any agency, organization, or person (other than the community itself) that supports the message. Stakeholders can be: an insurance company that publishes a brochures on flood insurance, even if it is set out at City Hall; a local newspaper that publishes a flood or hurricane season supplement each year; FEMA, if, for example, a FEMA brochure is used as an informational material; schools that implement outreach activities; a local newspaper; a neighborhood or civic association that sponsors and hosts a presentation by a community employee; a utility company that includes pertinent articles in its monthly bills; or presentations made by state or FEMA staff at a Risk Map meeting.

Appendix A. The Multi-Jurisdictional PPI Worksheet for Santa Clara County - 2017 Annual Report Version (Year 2) Project Accomplishments

2015 PPI Plan								FY 2017 Project Accomplishments
Target Audience	¹ Message	Outcome	² Project(s) Proposed to Support the Messages	Assignment	³ Proposed Schedule	⁴ Stakeholder	CRS Community	
Community At Large (CAL) The PPI Committee recognized that the entire community that lives and/or works in Santa Clara County is subject to impacts due to flooding. The CRS typically focuses on residential flooding, but here, flooding of businesses and roads is also very important.	<u>Topic 7:</u> Develop a Family Emergency Plan <u>Messages:</u> Be prepared for flood and other disasters	Increase in Family Emergency Plan and less stress during emergencies More people know what to do in an emergency	CAL OP #37. Post message "What to Do....Before – Prepare a Family Emergency Plan...." on website (<i>Element 352 WEB1 and 2</i>)	District Communications City representatives			All	FPM was posted on the District's website. City of Los Altos website page encourages families to plan communication before flooding/ emergencies and includes link to FEMA communication plan steps and template; City of Mountain View posted link to District's webpage on City website. City of Milpitas posts the "SHFA brochure" on their website.
			CAL OP#38. Promote the official site of the NFIP Floodsmart.gov for flood preparation and recovery messages	District Communications City CRS Coordinator and Communications staff			All	Federal Flood Insurance Program (Floodsmart.gov) information linked on District's flood protection landing page website as well as included FPM. The information is posted on Palo Alto's website. In December 2016, City of Milpitas mailed out citywide informational "SFHA brochure" that included this message.
			CAL OP #39. Post message "NFIP Floodsmart.gov Flood Preparation and Recovery...." on website https://www.floodsmart.gov/floodsmart/pages/preparation_recovery/before_a_flood.jsp (<i>Element 352 WEB1 and 2</i>)	District Communications City CRS Coordinator and Communications staff			All	Federal Flood Insurance Program (Floodsmart.gov) posted on District website directing audience to FEMA's NFIP website while Floodmart.gov is under redesign. The information is posted on Palo Alto's website. City of Milpitas posts the "SHFA brochure" on website, as well as a link directed to the Floodsmart.gov website.
	<u>Topics 1, 3, & 4</u> <u>Messages:</u> Protect people and property from flood hazards	Less damage due to the floods; improve sandbag distribution	CAL OP #40. Sandbags available at various sites throughout county	District Vegetation Unit City of Palo Alto Public Works	November through April	All County residents Community organizations (SF Creek JPA, Boys Scouts, etc.)	All	Published SC County map of sandbag locations in Winter Prep flier and FPM. City of Palo Alto has various sandbag site locations throughout the city. City of Los Altos and City of Milpitas prepare a sandbag station(s) for complimentary sandbags.
			CAL OP #41. Post sandbag information on website, including How to Use Sandbags, sandbag webcams to view availability, etc. (<i>Element 352 WEB1 and 2</i>)	District Communications	Year-Round			Sandbag distribution sites map/flier and revamped sandbag guide for correct positioning and tips. Posted on District's and Palo Alto websites. City of Los Altos provides information on website on how to prepare for storms and emergencies (e.g. How to get and use free sandbags, tree maintenance, dispose of leaf litter, remove debris, prepare an emergency kit); Sandbags were available at City of Mountain View Maintenance Operations Center and this was posted on website and in City-wide Newsletter. City of Milpitas posts sandbag information on website.
	<u>Topics 1 & 9:</u> Know your flood hazard; Understand shallow flooding risks <u>Messages:</u> Drive slowly; Avoid shallow moving water; 2 ft. water moves vehicles; FEMA's message: "Turn Around Don't Drown®." 	Fewer accidents and rescues	CAL OP #42. Permanent street signage (2 signs/City/year); each City will determine best location for signage and will install them. "Subject to Flooding" (<i>Cities to coordinate common standard message design</i>)	Cities PWD County Planning Gilroy Chamber of Commerce	Year-Round	FEMA Caltrans Gilroy Chamber of Commerce American Red Cross Residents and people who work in county	All	City of Sunnyvale installed two "Road May Flood" street signs.
			CAL OP#43. Include message "What to Do....After – Turn Around Don't Drown®" in District's CWM	District Communications City representatives			All	Messages were included in the District's FPM. City of Palo Alto utility bill inserts include this message; Posted link to District's webpage on City of Mountain View website.

1 **Message Topics:** Outreach Projects (OP): Topic 1 – Know your flood hazard; Topic 2 – Insure your property for your flood hazard; Topic 3 – Protect people from the flood hazard; Topic 4 – Protect your property from the hazard; Topic 5 – Build responsibly; Topic 6 – Protect natural floodplain functions
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Appendix A. The Multi-Jurisdictional PPI Worksheet for Santa Clara County - 2017 Annual Report Version (Year 2) Project Accomplishments

2015 PPI Plan								FY 2017 Project Accomplishments
Target Audience	¹ Message	Outcome	² Project(s) Proposed to Support the Messages	Assignment	³ Proposed Schedule	⁴ Stakeholder	CRS Community	
Community At Large (CAL) The PPI Committee recognized that the entire community that lives and/or works in Santa Clara County is subject to impacts due to flooding. The CRS typically focuses on residential flooding, but here, flooding of businesses and roads is also very important.	<u>Topics 1, 2, 3, 4, 5, 6, 7, 8, & 9</u> Message: Know your flood risk and be prepared; buy flood insurance	Educate our community on flood protection and preparedness measures	CAL OP #44. Post message "What to Do....After – Turn Around Don't Drown ®" on website (<i>Element 352 WEB1 and 2</i>)	District Communications City representatives				Messages posted on District and Palo Alto websites.
			CAL OP #45. Post shallow flooding risks information on websites (<i>Element 352 WEB1 and 2</i>)	District Communications Cities Communications			All	Risk of driving through standing water is included in FPM which is posted on District website.
			CAL OP #46. Promote City's online "Flood Zone Lookup" tool on Website (<i>Element 352 WEB1 and 2</i>)	City of Palo Alto Public Works			City of Palo Alto	City of Palo Alto promoted their "Flood Zone Lookup Tool" through their utility bill inserts and is also posted on their website.
		Increase in 'hits' on District and cities Flood Protection Resources pages and improve District's Flood Campaign results	CAL OP #47. Flood Awareness Campaign, including radio and bus ads. For this year, we are preparing to have radio ads ready to place, but we'll only place them if/when there are major storm systems in the forecast	District Communications Cities Communications	October-April	FEMA Radio Stations Valley Transportation Authority American Red Cross	All	Radio spots ran in four mainstream English stations and a Spanish language stations over the course of 4 months. From the months of September through March, the District featured 48 Facebook and 36 Twitter posts with the flood safety messages. These posts included links to the Flood Awareness Campaign elements on the District's website. Palo Alto's Emergency Services Department promotes several hazard related messages, including flood awareness; they lead a campaign effort in support of these messages. Mountain View declared Red Cross Month in March.
			CAL OP #48. Post Flood Awareness Campaign elements on District website (<i>Element 352 WEB1 and 2</i>)	District Communications Cities Communications	Year-Round	Facebook, Twitter, Google+, LinkedIn, Instagram, etc.	All	These posts included links to the Flood Awareness Campaign elements on the District's website.
			CAL OP #49. Post Flood Awareness Campaign information on websites (<i>Element 352 WEB1 and 2</i>)	District Communications Cities Communications	Year-Round			Several elements of the District's Flood Awareness Campaign are promoted throughout the website, for example radio spots, ads., flood safety tips, etc. Outreach materials displayed at Los Altos City Hall front counter and Library. Ad article titled "Flood Insurance Information Available" was published four times in the Los Altos Town Crier. City of Los Altos Community Emergency Response Team (CERT) academy training is hosted by Police Department for residents. City of Los Altos CERT program advertised on City website. City of Los Altos marketed the CERT course by posting in the "Nextdoor" local community website. City of Los Altos website page encourages families to plan communication before flooding/emergencies and includes link to FEMA communication plan steps and template. City of Los Altos website encourages preparation of an emergency supply kit. City of Los Altos website requested public review and comment on the draft Santa Clara County Operational Area Hazard Mitigation Plan through April 21, 2017. City of Los Altos website promotes the activities of the Los Altos PREPARE program by the Los Altos Community Foundation. The program provides training to Block Action Team Leaders for emergency preparedness, response, and recovery. City of Los Altos provides information on website on how to prepare for storms and emergencies (e.g. How to get and use free sandbags, tree maintenance, dispose of leaf litter, remove debris, prepare an emergency kit). City of Los Altos provides contact & after-hours number on City website for reporting storm-related hazards. City of Los Altos provides a "Storm Preparation" presentation on City website. City of Los Altos social media messaging encouraged download of the ReadySCC app and promoted several different emergency training programs and drills. City of Los Altos weekly newsletter email included a "Community Emergency Preparedness Volunteers Special Presentation" section on June 16, 2017. Three community volunteers from Los Altos PREPARE initiative, CERT, and

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Message Topics: Outreach Projects (OP): Topic 1 – Know your flood hazard; Topic 2 – Insure your property for your flood hazard; Topic 3 – Protect people from the flood hazard; Topic 4 – Protect your property from the hazard; Topic 5 – Build responsibly; Topic 6 – Protect natural floodplain functions

Flood Response Preparations (FRP): Topic 7 – Develop a Family Emergency Plan; Topic 8 – Download disaster electronic Apps; Topic 9 – Understand shallow flooding risks – “Don’t drive through standing water.”

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						Fair Sponsors		HAM presented to Los Altos City Council, the Santa Clara Fire Department, and the public at a meeting in June 2017.
			CAL OP 50. Distribute flood prevention materials at fairs					During the months of October through March, District and/or cities' staff attended community fairs/events where flood safety information and flood prevention materials was shared.
								Outreach materials distributed to public at City of Los Altos Fall Festival by Police Department. Flood emergency readiness kits distributed to public at Los Altos Fall Festival by Police Department to each attendee who completed a survey.
			CAL OP #51. Social Media Messaging (such as Facebook, Twitter, LinkedIn, Instagram, etc.)					City of Milpitas distributed various collateral materials related to flood prevention at multiple city sponsored events.
			CAL OP #52. Post social media messages on websites (Element 352 WEB1 and 2)					See above-noted response to CAL OP#47.
			CAL OP #53. Staffing booths at fairs	District Communications Cities Communications	Year-Round	Fair Sponsor Residents who attend booths	All	See above-noted response to CAL OP#48.
								See above-noted response to CAL OP#50.
								Outreach materials distributed to public at Los Altos Fall Festival by Police Department. Flood emergency readiness kits distributed to public at City of Los Altos Fall Festival by Police Department to each attendee who completed a survey.
								City of Milpitas attended various city sponsored events and distributed collateral materials related to flood prevention.
Special Flood Hazard Area (SFHA) Communities The PPI Committee identified several geographic areas that are particularly prone to flooding.	<u>Topics 4 & 6</u> <u>Message:</u> Keep debris and trash out of our streams. It's illegal to dump into streams	Cleaner streams and fewer dumping violations	SFHA OP #1. "Do Not Dump" message is sent each year to all SFHA residents county-wide in the District's annual Floodplain Mailer (FPM) (2014 FPM reached 71,000 residents & businesses) (target outreach – 6 points per topic)	District Communications	October/ November 2015 annually	FEMA SCVURPPP	All	District's annual FPM sent in November to 48,200 parcels which includes message of keeping creeks clean and healthy.
		Less flooding damage due to debris build-up	SFHA OP #2. Post Floodplain Mailer on website (Element 352 WEB1 and 2)	District Communications	Year-Round		All	FPM posted on District and Palo Alto's websites. City of Milpitas posts their "SFHA brochure" on their website.
	<u>Topics 3 & 5</u> <u>Message:</u> Protect your family and property from flooding	Educate our community on flood protection and preparedness measures	SFHA OP #3. "What to Do – Protect Your Family and Property from Flooding" message is sent each year to all SFHA residents in the District's annual FPM		October - November		All	District's annual FPM sent in November to 48,200 parcels included message of protecting your family against floods. City of Los Altos sent mailer to property owners in Special Flood Hazard Areas on September 18, 2017, which included a letter and flood hazard information brochure. In December 2016, City of Milpitas mailed out citywide informational "SFHA brochure" that included this message.

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Special Flood Hazard Area (SFHA) Communities The PPI Committee identified several geographic areas that are particularly prone to flooding.		Reduce number of claims	SFHA OP #4. Post Floodplain Mailer on website (<i>Element 352 WEB1 and 2</i>)		Year-Round			FPM posted on District's website. City of Milpitas posts their "SFHA brochure" on their website.
			SFHA OP #5. Maintain the ALERT System	District Communications City of Palo Alto CRS Coordinator Cities CRS Coordinators	Year-Round peaks time October - April	County of Santa Clara	All	ALERT System was maintained and expanded to include an App. All Alert System information is available on the District (at http://alert.valleywater.org/) and Palo Alto's websites. City of Milpitas promotes ALERT SCC on their website which re-direct to the County's site.
		Keep families safe	SFHA OP #6. ALERT System – Post real-time gauge information on website so users can see current water levels, and where available, flood height predictions (<i>Element 352 WEB3</i>)					
			SFHA OP #7. Post cards sent to floodplain residents; this is in addition to the District's Annual FPM. City of Sunnyvale sends out postcards annually that includes a link to flood insurance agent referrals.	City of San José City of Sunnyvale CRS Coordinator City of Gilroy County of Santa Clara	Need dates from communities	FEMA Lenders Real Estate Brokers Silicon Valley Realtors Association	City of San José City of Sunnyvale City of Gilroy County of Santa Clara	Cities of Sunnyvale send postcards to residents to floodplain residents. In December 2016, City of Milpitas mailed out citywide informational "SFHA brochure" that included this message.
			SFHA OP #8. Post postcards on website (<i>Element 352 WEB1 and 2</i>)	City of Sunnyvale CRS Coordinator			Sunnyvale	Sunnyvale posted on their website. City of Milpitas posts their "SFHA brochure" on their website.
			SFHA OP# 9. City of Sunnyvale sends out postcards annually that offers flood protection assistance site visits.	Sunnyvale CRS Coordinator			Sunnyvale	City of Sunnyvale sent out a postcard that offers flood protection assistance site visits. Message was posted on Sunnyvale's website.
			SFHA OP #10. Post postcards that offers flood protection assistance site visits on website (<i>Element 352 WEB1 and 2</i>)					
			SHA OP #11. Inserts into District's School Outreach Program material	District Communications	Year-Round	Schools Students/Parents	All	Several of the District School Outreach Program (Water Education Outreach) materials are made available at various preparedness fairs/events. Additionally, there will be a focus in FY18 to partner with the District's Outreach Program to promote emergency/flood preparedness.
			SFHA OP #12. Post School Outreach Program materials on website (<i>Element 352 WEB1</i>)	District Communications	Year-Round		All	The District's Water Education Outreach Program materials are posted on our website at: http://valleywater.org/Programs/TeachersStudents.aspx
		Topics 1, 2, 3, 4, 5, 6, 7, 8, & 9 Message: Know your flood risk and be prepared; buy flood insurance	Increase in the number of inquiries for purchasing flood insurance	SFHA OP #13. "Do You Need Flood Insurance" message is sent each year to all SFHA residents in the District's annual FPM	October/ November 2015	Lenders Real Estate Brokers Flood insurance customers	All	District's annual FPM sent in November which includes message of flood insurance and the federal flood insurance program (Floodsmart.gov) directing audience to FEMA's NFIP website while Floodmart.gov is under redesign. Palo Alto's utility bill inserts contains this message. In December 2016, City of Milpitas mailed out citywide informational "SFHA brochure" that included this message.
		Topics 1, 2, 3, 4, 5, and 7	Increase in number of flood insurance	SFHA OP #14. Post Floodplain Mailer on website (<i>Element 352 WEB1</i>)	Year-Round			An electronic version of the FPM was posted on the District's website under the Flood Protection Resources landing page.

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Special Flood Hazard Area (SFHA) Communities The PPI Committee identified several geographic areas that are particularly prone to flooding.	Message: Flood Insurance will cover damage from flooding that most homeowner’s policies don’t covers. Standard homeowner or commercial policies will not cover damage to structures or contents caused by natural flooding. Flood insurance is the only sure way to be reimbursed for some of your flood losses	policies in the SFHAs and in the county in general						City of Milpitas posts their “SFHA brochure” on their website.
		Prospective buyers understand flood risks	SFHA OP #15. Mail out mailer(s) regarding flood insurance and elevation certificates	City of Milpitas CRS Coordinator City of Los Altos CR5 Coordinator Cities CRS Coordinators	Fall		City of Milpitas City of Los Altos	City of Milpitas and City of Los Altos sent mailer regarding flood insurance and elevation certificates. City of Morgan Hill's Flood Report sent out to all residents included flood insurance and elevation certificate information. In December 2016, City of Milpitas mailed out citywide informational “SFHA brochure” that included this message.
			SFHA OP #16. Post mailers on website (Element 352 WEB1)	City of Milpitas	Fall		City of Milpitas	City of Milpitas posts their “SFHA brochure” on their website and on the Engineering Department landing page. City of Morgan Hill's Flood Report was posted on City's website.
			SFHA OP #13 16b. Mailer (brochure published by insurance company) sent to all real estate agents and lenders (can be set out at City Hall) – requirement to purchase flood insurance and discount.	City of Sunnyvale City of San Jose City of Palo Alto	Need dates from communities		Lenders, real estate agents or boards, developers/contractors and appraisers; organizations or agencies that serve communities at risk for flooding include PG&E, American Red Cross, Community Emergency Response Teams (CERT), neighborhood associations, schools, churches, hospitals and museums.	City of Sunnyvale City of San Jose City of Palo Alto
	Topic 1: Know your flood hazard Message: A FIRMette is a full-scale section of a FEMA Flood Insurance Rate Map (FIRM) that you create online. A FIRM indicates if property is in a Special Hazard Flood Area	Increase in the number of inquiries from prospective buyers asking about the flood designation of property	SFHA OP #17. Presentation and training to realtors at Realtor’s Association Meetings and/or write-up in realty association newsletters	District Communications City representatives Alain Pinel Realtors	October - April	Insurance companies Lenders Brokers Alain Pinel Realtors and other realty companies Residents who access FEMA Map Service Center Silicon Valley Realtors Association	All	Not applicable this fiscal year. Plan to work on next fiscal year.
			SFHA OP #18. Post training presentation on website (Element 352 WEB1)	District Communications City representatives	Year-Round			Not applicable this fiscal year.
			SFHA OP #19. Publicize FEMA’s Flood Map Service Center website	District Communications City representatives	Year-Round	FEMA Realtors Lenders Brokers Residents who access FEMA Map Service Center	All	Publicized trough the District’s FPM sent to all parcels in the FEMA designated flood zone. City of Palo Alto’s Flood Zone Lookup tool directs you to the FEMA Flood Map Service Center website. In December 2016, City of Milpitas mailed out citywide informational “SFHA brochure” that included this message.

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Special Flood Hazard Area (SFHA) Communities The PPI Committee identified several geographic areas that are particularly prone to flooding.			SFHA OP #20. Post link to FEMA's Flood Map Service Center on website (https://msc.fema.gov/portal) (Element 352 WEB1)					Posted on the District's website; the FP Resources landing page has a designated icon directing audience to FEMA's Flood Map Service Center. Link to FEMA's Flood Map Service Center also posted on City of Morgan Hill's FEMA Flood Information webpage, as well as on Palo Alto's website. City of Milpitas posts their "SFHA brochure" on website.
	<u>Topics 3, 4, & 5</u> <u>Message:</u> Retrofit or elevate your home/building to reduce future flood damage. Contact your local planning department to determine what steps should be taken to protect your property. Contact Public Works CRS Coordinator to find out if grant assistance is available	Increase in inquires on retrofitting measures. Decrease the number of repairs and elevations without permits. Increase number of repairs with permits	SFHA OP #21. Annual letters mailed to repetitive loss properties and real estate agencies	City of San Jose City of Palo Alto City of Sunnyvale City of Morgan Hill		Real Estate Agencies	City of San Jose City of Palo Alto City of Sunnyvale City of Morgan Hill	Each city/ City of Morgan Hill, City of Palo Alto, and City of Sunnyvale sent letters to repetitive loss parcels as required by FEMA. City of Mountain View does not have any repetitive loss properties.
		Increase number of elevation certificates on file, and structures repaired with permits; decrease the number of repetitive loss increase homes						
Messengers to Other Target Audiences (TA) Lenders, real estate agencies or boards, developers/contractors and appraisers all serve as a messenger to people who are at risk of flooding as they provide their respective business service. In addition, organizations or agencies that serve communities at risk for flooding include PG&E, the American Red Cross, and Community Emergency Response Teams (CERT), neighborhood associations, schools, churches, hospitals and museums.	<u>Topics 1, 2, 3, 4, 5, 6, 7, 8, & 9</u> <u>Message:</u> Know your flood risk and be prepared; buy flood insurance	Educate our community on flood protection and preparedness measures	TA OP #1. Have American Red Cross include the topic of flood protection in their presentations. Have engineers accompany American Red Cross to community meetings (2/city/year)	American Red Cross	Year-Round	American Red Cross Neighborhood Associations Service Clubs (e.g. Notary, Kiwanas, etc.) Chamber of Commerce Silicon Valley Realtors Association American Red Cross Neighborhood Associations Service Clubs (e.g. Notary, Kiwanas, etc.) Chamber of Commerce Silicon Valley Realtors Association	All	Not applicable this fiscal year. Due to limited resources at the Red Cross, they are unable to commit resources to assist in this proposed project at this time.
	<u>Topic 2:</u> Insure your property for your flood hazard <u>Message:</u> Standard homeowner or commercial policies will not cover damage to structures or contents caused by natural flooding. Flood insurance is the only sure way to be reimbursed for some of your flood losses. A discount on your flood insurance premium is available. Flood insurance is also available for renters and commercial properties. There is a	Increase the number of real estate agents who will advise their clients that they are interested in a home that's in a floodplain area	TA OP #2. Post presentations on website (Element 352 WEB1)	All City of Sunnyvale City of San Jose City of Palo Alto			All City of Sunnyvale City of San Jose City of Palo Alto	Not applicable this fiscal year. District has template available for any city to use.

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Message Topics: **Outreach Projects (OP):** Topic 1 – Know your flood hazard; Topic 2 – Insure your property for your flood hazard; Topic 3 – Protect people from the flood hazard; Topic 4 – Protect your property from the hazard; Topic 5 – Build responsibly; Topic 6 – Protect natural floodplain functions

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Each September, all deliverables need to be reported to District for tracking purposes.

4

A **stakeholder** can be any agency, organization, or person (other than the community itself) that supports the message. Stakeholders can be: an insurance company that publishes a brochures on flood insurance, even if it is set out at City Hall; a local newspaper that publishes a flood or hurricane season supplement each year; FEMA, if, for example, a FEMA brochure is used as an informational material; schools that implement outreach activities; a local newspaper; a neighborhood or civic association that sponsors and hosts a presentation by a community employee; a utility company that includes pertinent articles in its monthly bills; or presentations made by state or FEMA staff at a Risk Map meeting.

Appendix A. The Multi-Jurisdictional PPI Worksheet for Santa Clara County - 2017 Annual Report Version (Year 2) Project Accomplishments

2015 PPI Plan								FY 2017 Project Accomplishments	
Target Audience	¹ Message	Outcome	² Project(s) Proposed to Support the Messages	Assignment	³ Proposed Schedule	⁴ Stakeholder	CRS Community		
	mandatory 30-day waiting period for flood insurance to become effective								
	<u>Message:</u> A discount is available. Flood insurance is also available for renters and commercial properties. There is a mandatory 30-day waiting period for flood insurance to become effective		TA OP #3. Annual mailer targeted towards real estate agents and lenders with this message	City of Sunnyvale CRS Coordinator City of San Jose CRS Coordinators Cities CRS Coordinators	Late Summer/ Fall		City of Sunnyvale City of San Jose All	Sunnyvale and Palo Alto have one-page newsletter which is sent to all real estate agents and set out for pick-up at City Hall. City of Santa Clara provided FEMA flood insurance brochures to the 2017 Santa Clara County Association of Realtors Convention and Expo. City of Santa Clara also provide FEMA flood insurance brochures inside Santa Clara newsletter to the Santa Clara County Association of Realtor seminar on flood insurance and elevation certificate.	
	TA OP #4. Post annual mailer targeted towards real estate agents and lenders on website (<i>Element 352 WEB1</i>)						Posted on city websites.		
	<u>Topics 1, 2, 3, 4, 5, 6, 7, 8, & 9</u> <u>Message:</u> Know your flood risk and be prepared; buy flood insurance	Improve SFHA disclosure during real estate process	TA OP #5. Include flood protection and preparedness messages in newsletters of organizations or agencies that serve communities at risk for flooding; District and City staff would draft messages for insertion into newsletters	Ali City of Sunnyvale City of San Jose City of Palo Alto				All City of Sunnyvale City of San Jose City of Palo Alto	Starting in September, the District began including flood safety information in its monthly newsletter through March. The newsletter reached over 29,000 residents county-wide and was shared on the web and District’s social media sites monthly. Utility bill inserts. See CAL OP #1 and #2.
	Increase in number of policies in the SFHAs and in the county in general	TA OP #6. Post newsletters on websites (<i>Element 352 WEB1</i>)						All monthly newsletters posted on District’s website at http://www.valleywater.org/Newsletters.aspx	
		TA OP#7. Countywide mailer to all residents – language on purchasing flood insurance	District Communications					All	FPM sent to all residents in FEMA designated flood zone.
	Educate our community on flood protection and preparedness measures	TA OP# 8. Speaker’s Bureau of staff from CRS Communities to talk at events organized by various community groups. The goal is for each CRS Community to speak at a minimum of 2 events per year or more.	City representatives Community Organizations	October-April			All	The below-listed organizations (12) were reached by the District’s Speakers Bureau Program in FY17. Presentation included slides on the topic of flood protection, including CRS, ALERT system, flood insurance, and District’s ongoing flood protection projects. July 22: Saratoga Rotary July 27: Retired Public Employees Assn. west San Jose August 10: Los Gatos Morning Rotary August 24: Elfun Society, San Jose April 5: San Jose Museum of Art April 19: HGST/Western Digital, south San Jose April 25: Los Altos Kiwanis April 26: Erikson Neighborhood, San Jose May 23: Gilroy Sunrise Rotary May 25: Sons in Retirement, Gilroy June 1: District 8 Community Round Table, San Jose June 1: San Jose/Evergreen Rotary	
			TA OP#9. Post Speaker’s Bureau presentation on website and/or share on social media.						The District does not post the PowerPoint Presentations on our website, nor is it posted on social media. However, if an organization requests an electronic/hard copy, it is provided.

References

- 1. Washington Multi-Jurisdictional PPI
- 2. Snohomish County, City of Monroe, City of Sultan Multi-Jurisdictional Program for Public Information 2013
- 3. Flood Futures Report

Outreach Projects (OP): Topic 1 – Know your flood hazard; Topic 2 – Insure your property for your flood hazard; Topic 3 – Protect people from the flood hazard; Topic 4 – Protect your property from the hazard; Topic 5 – Build responsibly; Topic 6 – Protect natural floodplain functions
Flood Response Preparations (FRP): Topic 7 – Develop a Family Emergency Plan; Topic 8 – Download disaster electronic Apps; Topic 9 – Understand shallow flooding risks – “Don’t drive through standing water.”

City At Large Outreach Projects; SFHA OP = Special Flood Hazard Area Communities Outreach Projects; TA OP = Target Audiences Outreach Project

All deliverables need to be reported to District for tracking purposes.

be any agency, organization, or person (other than the community itself) that supports the message. Stakeholders can be: an insurance company that publishes a brochures on flood insurance, even if it is set out at City Hall; a local newspaper that publishes a flood or hurricane season supplement each year; FEMA, if, for brochure is used as an informational material; schools that implement outreach activities; a local newspaper; a neighborhood or civic association that sponsors and hosts a presentation by a community employee; a utility company that includes pertinent articles in its monthly bills; or presentations made by state or FEMA staff at a

Agenda
Santa Clara County CRS Users Group
 May 3, 2017 (Wednesday)
 2:30 – 4:30 p.m.
 Santa Clara Valley Water District
 Administration Building
 5750 Almaden Expressway, San Jose, CA, Conf. Rm B-108
 Directions at: <http://www.valleywater.org/About/AdministrationBuilding.aspx>

Purpose: For the PPI Committee to evaluate whether the flood risk reduction messages are still appropriate and adjust the PPI as needed. Evaluation will include: review projects that were completed; evaluation of progress towards outcomes; recommendations on projects that have not been completed; target audience changes; and impact of program during a real flood event, if one has occurred.

Desired Outcome: Get the information needed to draft required PPI Annual Report so that it can be reviewed before the July 20th PPI Stakeholders Meeting.

I.	Introductions and changes to the agenda (All)
II.	NFIP Rate Increases/ Changes to NFIP (let's ask Edie)
III.	What Implementing the PPI earned Palo Alto (Rajeev Hada)
IV.	Plans for Flood Awareness Campaign for next year (Gina Adriana)
V.	Plans for the Floodplain Mailer
VI.	Contact Information for 2016 Floodplain Mailer We learned that some of the numbers on this weren't correct. Check the proper number for your community before the meeting and bring it with you. (Merna Leal)
VII.	Implementation of PPI Administration: (Wendee Crofoot) Demonstration of Egnyte, electronic shared file system (formerly DropBox)
VIII.	Review PPI Activities and discuss possible changes (All) PPI Annual Report outline/template
IX.	Review and discuss PPI Messages— <i>Should we change these and why?</i> 6 FEMA messages 3 Santa Clara County message (Pat Showalter)
X.	Flood awareness campaign for next season (2016-17) Possible replacement of Chicken Little Committee suggestions (Marty Grimes & Gina Adriano)
XI.	Promotional Materials (Merna Leal) Distribute magnets from the floodplain mailer to all CRS communities Suggestions for promotional items
XII.	Next Steps and Action Item Review (All)
XIII.	Adjourn

Please RSVP to Merna Leal at Mleal@valleywater.org or 408 630-2610.

Let us know if you need to call in. We will only open the line if someone is planning to use it. The Call in number is 1-877-3361829 and the passcode is 1669391#.

Next Meeting: Wednesday, July 20, 2016

ATTACHMENT NO. 2

Packet Pg. 440

CRS Users Group - PPI Committee Meeting

Sign-In Sheet

May 3, 2017 (Wednesday)

2:00 - 4:00 p.m. SCVWD B-108 Administration Building

	Community Name	Committee Member		Phone # (Office / Cell)	E-mail Address
		Print Name	Initial		
1	Campbell, City of				
2	Cupertino, City of				
3	Gilroy, City of	JULIE BEHZAD	JB		
4	Los Altos Hills, Town of				
5	Los Altos, City of	FRANK NAVARRO	FN		
6	Los Gatos, Town of	JOE LANGER	JO		
7	Milpitas, City of	Judy Chun	JC		
8	Monte Sereno, City of	Julie Behzad	JB		
9	Morgan Hill, City of	Maria Angeles	MA		
10	Mountain View, City of	Renee Gunn Jacqueline Salmon		by phone	
11	Palo Alto, City of	RAJEEV HADA			
12	San Jose, City of	Theresa Santos	TS		
13	Santa Clara County				
14	Santa Clara, City of	Evelyn Liang			
15	Saratoga, City of				
16	Sunnyvale, City of	Gloria Barron Jennifer Ng	GB JN	(408) 730-7546 408-730-7430	jng@sunnyvale.ca.gov
17	Santa Clara Valley Water District	Olivia Adriano MARTY GRIMES		x2853 x2851	Marianela x2610 Pat Snowalter x2939

SCVWD
SCVWD
"Juan Ledesma
R. Ledesma
Marc KlemencicK 3172
K 3172
x2080

ATTACHMENT NO. 3

Agenda
Santa Clara County CRS Users Group
 June 27, 2017 (Tuesday) | 2:00 – 4:00 p.m.
 Santa Clara Valley Water District
 Administration Building, Conference Room B-108
 5750 Almaden Expressway, San Jose, CA

Directions at: <http://www.valleywater.org/About/AdministrationBuilding.aspx>

Purpose: PPI Stakeholder Committee Annual Meeting to meet Activity 330, Outreach Project, Element 332.c. Program for Public Information (PPI), Step 7 requirement (see page 2)

Desired Outcome: Gather communities' input on how the PPI worked over the last year; plan and choose/confirm PPI messages

1.	Introductions and changes to the agenda (All) Please be sure to sign-in <u>Meeting Requirement</u> - Message from Dave Arkens: "In order for the PPI Committee Annual Meeting to count, the entire PPI Committee (government and external stakeholder member) must attend the meeting."
2.	Coyote Creek Emergency Action Plan (TBD)
3.	Flood Preparedness Fairs (Merna Leal) a. Outreach promotional items - Emergency Planning Starter Kits (5,000 count ordered) b. American Red Cross Weather Alert Radios – Solicit raffle ideas c. Office of Emergency Services District's Storm Ready Application – 2016 Community Preparedness Activities information request d. Promotional outreach items distribution information will be needed for 2017 going forward
4.	2017-2018 District Flood Awareness Campaign (Gina Adriano) a. Request for Proposal (RFP) Status - RFP this year to include bill insert & Floodplain Mailer (FPM) for unified campaign look b. FPM Language Revamp - Confirm cities' phone numbers - Request feedback on multilingual FPM - Solicit cities' suggestions for topics not already on the FPM c. Targeted Outreach - Request for cities to provide neighborhoods with historical flooding events ("hotspots" or vulnerable areas) - Water district to hold sandbag workshop events - Looking to participate in communities' resource fairs - Partner up with CERT teams?
5.	Miscellaneous - Request for NFIP Workshops (Maria Angeles)
6.	Evaluating which PPI projects earned Palo Alto credits (Rajeev Hada) a. Monitor the implementation of the PPI Outreach Projects b. Were desired outcomes achieved, what, if anything, should be changed?
7.	Next Steps and Action Item Review (All)
8.	Adjourn

Please RSVP to Merna Leal at mleal@valleywater.org or (408) 630-2610

Let us know if you need to call in. We will only open the line if someone is planning to use it.

The call in number is 1-877-336-1829 and the passcode is 1669391 #

Next Meeting Purpose: PPI Draft Annual Report Approval
 Mark Your Calendars - August 8, 2017 (Tuesday) | B-108 Available Date from 2:00-4:00pm

(Excerpt noted below from 2017 CRS Coordinator's Manual)

Step 7: Implement, monitor, and evaluate the program. The Program for Public Information committee meets at least annually to monitor the implementation of the outreach projects. The committee assesses whether the desired outcomes were achieved and what, if anything, should be changed. This work is described in an evaluation report that is prepared each year, sent to the governing body, and included in the annual recertification.

The community must update its Program for Public Information at least every five years. This can be a new document or an addendum to the existing document that updates the needs assessment and all sections that should be changed based on evaluations of the projects.

CRS Stakeholder Meeting 6/27/17

Sign-In Sheet

Community Name	Committee Member			
	Inside local government	6-27-17	Outside local government /Stakeholder	6-27-17
1 Campbell, City of	Not a CRS Participating Community			
2 Cupertino, City of				
3 Gilroy, City of	Claudia Moran-Garcia		Frank Navarro, CSG Consultants, Inc.	
4 Los Altos Hills, Town of	Not a CRS Participating Community			
5 Los Altos, City of	CSG Consultants, Inc. Frank Navarro	<i>FN</i>		
6 Los Gatos, Town of	Not a CRS Participating Community			
7 Milpitas, City of	Leslie Stobbe <i>Job</i> Alison Phagen <i>(by phone)</i>		Warren Wettenstein Milpitas Chamber Dir, indepdnt Ins Broker, Registered Flood Agent	
8 Monte Sereno, City of	Not a CRS Participating Community			
9 Morgan Hill, City of	Maria Angeles ✓ Charlie Ha	<i>WBO</i>	Wilhelm T. McGlinchey <i>MA Engineers</i> Morgan Hill resident in MA	
10 Mountain View, City of	Jacqueline Solomon Renee Gunn <i>EG</i>	<i>Phone</i>	Hankling Li, Resident <i>MA</i>	✓
11 Palo Alto, City of	Rajeev Hada	<i>R.H.</i>	Phil Babel, citizen <i>(by phone)</i>	
12 San Jose, City of	Arlene Lew <i>ALW</i>		Norma Jabbari, Resident <i>by phone</i>	✓
13 Santa Clara County	Chris Frietas <i>NOT IN ATTENDANCE</i>			
14 Santa Clara, City of	Evelyn Liang <i>EL</i>	✓	Kevin Moore <i>Santa Clara</i>	
15 Saratoga, City of	Not a CRS Participating Community			
16 Sunnyvale, City of	Jennifer Ng <i>Storiz-Barnes</i>	✓	Alison Phagen, Sunnyvale resident	
17 Santa Clara Valley Water District	Merna Leal <i>McLeil</i> Gina Adriano <i>Adrian</i>	✓ ✓	Cathy Paramo, Resident <i>by phone</i>	✓ 2

Participation by conference call

✓ SCVWD
~~PAID RITE~~
S

Juan Ladesma

ATTACHMENT NO. 5

Packet Pg. 444



CITY COUNCIL STAFF REPORT

MEETING DATE: June 6, 2018

PREPARED BY: Irma Torrez, City Clerk
APPROVED BY: City Manager

CALL FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018

RECOMMENDATION(S)

1. Adopt resolution calling for a General Municipal Election to be held on Tuesday, November 6, 2018 to elect a Mayor; one Council Member from District B; and one Council Member from District D; and
2. Adopt resolution requesting the services of the Board of Supervisors of the County of Santa Clara and the Registrar of Voters Office - and the Consolidation of the Election.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility
Fostering a Positive Organizational Culture
Preserving and Cultivating Public Trust
Enhancing Diversity and Inclusiveness

2018 Strategic Priorities

Community Engagement and Messaging

REPORT NARRATIVE:

Pursuant to Election Code § 10002, the attached Resolution “A” calls for a General Municipal Election to be held on Tuesday, November 6, 2018 to elect a Mayor for a two-year term; one Council Member from District B for a four-year term; and one Council Member from District D for a four-year term. (See Ordinance No. 2258, New Series, adopted by the City Council on September 6, 2017, attached, that implements District elections commencing with the November 6, 2018 Municipal Election).

Section 7 of Resolution “A” provides “that in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) the City Council in accordance with Election Code § 15651(b), shall conduct a special runoff election to resolve the tie vote and such special runoff election is to be held on a Tuesday not less than 40 days nor more than 125 days after the administrative or judicial certification of the election which resulted in a tie vote.”

The Council can adopt Resolution “A,” as presented, with the requirement that a tie vote will be resolved by special election. Should the Council wish to resolve a tie vote by lot, the Council should amend Section 7 of the Resolution “A” to read:

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Santa Clara, Registrar of Voters Office, the City Council, in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.”

Resolution “B” (attached) requests the services of the Santa Clara County Board of Supervisors and the Registrar of Voters’ Office; and the consolidation of the election. These are standard procedures for General Municipal Elections and the consolidation with other jurisdictions helps to keep election costs to a minimum.

Section 5 of Resolution “B”, Candidates’ Statements, establishes a 200-word limitation for the Candidates’ Statements. Per City Council Resolution No. 16-005, Section 6 of Resolution B provides that candidates pay half the estimated costs to submit a “Candidate Statement.” The Santa Clara County Registrar of Voters Office has provided Candidate Statements estimates as follows: Mayor: \$1,930; District B seat: \$1,600; and District D seat: \$1,620 per candidate.

The City Council typically certifies the general municipal election results the first week in December following the election. However, this practice changed with the November 8, 2016 Municipal Election as Section 10262 of the Elections Code gives the Santa Clara County Registrar of Voters Office up to the fourth Friday after the election to complete the canvass of election results. The Registrar of Voters Office has indicated that the canvass will be completed no later than Thursday, December 6, 2018. Therefore, the staff report to the City Council requesting certification of the November 6, 2018 Gubernatorial General Election will be scheduled for City Council action after December 6, 2018.

COMMUNITY ENGAGEMENT: Involve

As a General Law City, Morgan Hill is governed by Government and Election Codes for the purpose of electing municipal officers (e.g., mayor, council members, city clerk and city treasurer).

Adoption of the two attached resolutions that call for a General Municipal Election to be held in Morgan Hill on November 6, 2018, and the consolidation of the election allows registered voters in the City of Morgan Hill to be involved in the democratic process of electing their municipal officers.

ALTERNATIVE ACTIONS:

1. Section 7 of Resolution “A” discusses the action the Council will take to resolve a tie vote: conducting a special runoff election to resolve the tie vote. If this is the election procedure the Council wishes to use to resolve a tie vote, no modification to Resolution “A” is necessary. However, should the Council wish to resolve a tie vote by “lot”; Section 7 of Resolution “A” will need to be amended to read as follows:

Section 7. That in the event of a tie vote (if any two or more persons receive an

equal and the highest number of votes for an office) as certified by the County of Santa Clara, Registrar of Voters Office, the City Council in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.”

2. August 10, 2018 is the last day a municipality can submit a Measure Resolution to the County of Santa Clara/Registrar of Voters Office to be included on the November 6, 2018 ballot. This deadline requires that the City Council take action in adopting a resolution(s) on a ballot measure(s) prior to August 10, 2018. Should the City Council wish to place a measure(s) on the November 6, 2018 ballot, a staff report and accompanying resolution(s) will return to the City Council for action.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Municipal Elections are conducted every two years for the purpose of electing officers as required by law.

Adoption of Ordinance No. 2258, New Series, on September 6, 2017, amending Chapter 1.16 of Title 1 of the Morgan Hill Municipal Code regarding Elections, specifically, District Elections and Resolution No. 16-005 regarding Candidate Statement Fees.

FISCAL AND RESOURCE IMPACT:

Included in the FY 2018-19 budget is \$86,874 for election expenses. This includes the cost for election services for a Mayor and two District Council seats, two candidate statements for the Mayor seat and four candidate statements for Council seats, election certificates, and translation costs. This estimate may change as the Santa Clara County Board of Supervisors has not adopted its election fee schedule for 2018-19.

CEQA (California Environmental Quality Act):

Not a project.

The calling of a municipal election is not a project, as defined in Section 15378 of the State CEQA guidelines.

LINKS/ATTACHMENTS:

1. Resolution A - Calling for 11-6-18 Municipal Election
2. Resolution B - Requesting Consolidation of 11-06-18 Municipal Election
3. Council Resolution No. 16-005 Pertaining to Candidate Statements submitted to the Voters
4. Ordinance No. 2258, New Series Amending Chapter 1.16 of Title 1, of the Morgan Hill Municipal Code regarding District Elections

RESOLUTION "A"

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL, CALIFORNIA, CALLING, AND GIVING NOTICE FOR THE HOLDING OF A CONSOLIDATED GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a Consolidated General Municipal Election shall be held on Tuesday, November 6, 2018, for the election of Municipal Officers.

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Morgan Hill, California, on Tuesday, November 6, 2018, a Consolidated General Municipal Election for the purpose of electing a Mayor for the full term of two-years; a Member of the City Council from District "B" for the full term of four-years; and a Member of the City Council from District "D" for the full term of four-years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the Registrar of Voters Office of the County of Santa Clara to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Santa Clara, Registrar of Voters Office, the City Council in accordance with Election Code § 15651(b), shall conduct a special runoff election to resolve the tie vote and such special runoff election is to be held on a Tuesday not less than 40 days nor more than 125 days after the administrative or judicial certification of the election which resulted in a tie vote.

Resolution No. "A"
Page – 2 –

SECTION 8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the __th day of _____, 2018 by the following vote:

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. _____, 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

RESOLUTION “B”

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018 WITH THE GUBERNATORIAL STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE.

WHEREAS, the City Council of the City of Morgan Hill called a General Municipal Election to be held on Tuesday, November 6, 2018, for the purpose of the election of a Mayor; a Member of the City Council from District “B”; and a Member of the City Council from District “D” and;

WHEREAS, it is desirable that the General Municipal Election be consolidated with the statewide Gubernatorial General Election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, and that the Registrar of Voters Office of the County of Santa Clara canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

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

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Santa Clara is hereby requested to consent and agree to the consolidation of a General Municipal Election with the statewide Gubernatorial General Election on Tuesday, November 6, 2018, for the purpose of the election of a Mayor; a Member of the City Council from District B; and a Member of the City Council from District D.

SECTION 2. That the Board of Supervisors of the County of Santa Clara is requested to issue instructions to the Registrar of Voters Office to take any and all steps necessary for the holding of the consolidated election.

SECTION 3. That the Registrar of Voters of the County of Santa Clara is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide/general election.

SECTION 4. That the City of Morgan Hill recognizes that additional costs will be incurred by the County of Santa Clara by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. Candidates’ Statements. Candidates shall not be permitted to submit materials other than the candidate’s statement with the sample ballot and voter’s pamphlet. The Candidates’ statement shall be two hundred (200) words or less.

Resolution No. "B"

Page – 2 –

SECTION 6. Candidates' Statement Fee. Pursuant to City Council Resolution No. 16-005, adopted January 20, 2016, candidates will be required to pay half of the costs charged by the Santa Clara County Registrar of Voters Office to submit and publish a Candidate Statement at the time the candidate statement is filed with the City Clerk.

SECTION 7. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters Office of the County of Santa Clara.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED by the City Council of the City of Morgan Hill at a Regular Meeting held on the __th day of _____, 2018 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

∞ **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 _____, 2018.

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

DATE: _____

IRMA TORREZ, City Clerk

Attachment: Resolution B - Requesting Consolidation of 11-06-18 Municipal Election (1797 : Call for General Election Nov 2018)

RESOLUTION NO. 16-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS FOR GENERAL MUNICIPAL ELECTIONS

WHEREAS, Section 13307 of the California Elections Code provides that the governing body of a local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including the costs thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morgan Hill as follows:

Section 1. Recitals. The City Council does hereby find, determine and resolve that the foregoing recital is true and correct.

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

a. That the City Clerk shall advise all candidates for nonpartisan elected office of the County of Santa Clara's Registrar of Voters' ("Registrar") guidelines regarding candidate statements of qualifications as described in the Registrar's Gubernatorial General Election Candidate Guide, as amended each election cycle.

b. That the City Clerk shall provide each candidate with the estimated cost of printing, handling, translating, and mailing of the candidate statement (the "Costs") as such are determined by the Registrar. Based on the estimate of the Costs provided by the Registrar, the City will require candidates to pay half of the estimate of the Costs at the time the candidate statement is filed with the City elections official. As the estimate of the Costs is subject to change based on the actual costs determined after the election, the City will, on a pro rata basis, bill the candidate for the additional actual expense or refund any excess paid depending on the final actual Costs. In the event of underpayment, the candidate will be required to pay the balance of the Costs incurred within 30 days of the election. In the event of overpayment, the City will prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

1. Candidates that claim to be indigent shall submit an application for a waiver of the Costs, consisting of a Waiver of Candidate Statement Deposit Form, Statement of Financial Worth Form, and a copy of their most recent federal income tax report, to the City Clerk to determine eligibility. The City Clerk shall make a determination of finding regarding the candidate's indigence. The extremely low category of the guidelines established by the federal Housing and Urban Development Department for Santa Clara County is to be used to determine eligibility. If a candidate is determined to be indigent, the City shall bear the full Costs. If it is determined that a candidate is not indigent, the candidate shall, within three days of the notification, excluding Saturdays, Sundays, and state/City holidays, withdraw the candidate statement or pay the requisite fee. If the candidate fails to respond with the time prescribed, the City shall not be obligated to print and mail the candidate statement.

2. The estimate of the Costs includes any translation required by the Federal Voting Rights Act of 1965 and any other applicable federal or state laws. The candidate will be required to pay for the

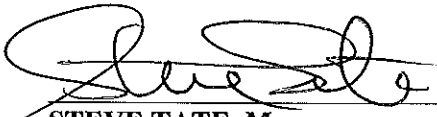
cost of translating the candidate statement into any foreign language that is not required pursuant to the Federal Voting Rights Act of 1965 and any other applicable federal or state laws, but is requested as an option by the candidate.

c. That the City Clerk is directed to provide each candidate a copy of this Resolution with the Candidate Information and Nomination Packet at the time nomination papers are taken out.

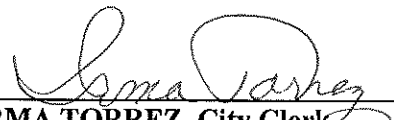
Section 3. The provisions of any existing Resolution as heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed This Resolution shall take effect immediately upon adoption and shall apply at the next ensuing municipal election and at each municipal election after that time.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 20th day of January, 2016 by the following vote:

AYES:	COUNCIL MEMBERS:	Larry Carr, Rich Constantine, Marilyn Librers Gordon Siebert, Steve Tate
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None


STEVE TATE, Mayor

ATTEST:


IRMA TORREZ, City Clerk

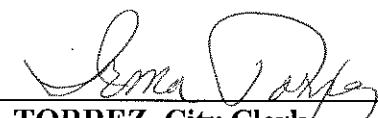
DATE: 2/2/2016

⌘ 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. 16-005, adopted by the City Council at the meeting held on January 20, 2016.

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

DATE: 2/2/2016


IRMA TORREZ, City Clerk

ORDINANCE NO. 2258, NEW SERIES**AN ORDINANCE OF THE CITY OF MORGAN HILL
AMENDING CHAPTER 1.16 OF TITLE 1, OF THE
MORGAN HILL MUNICIPAL CODE REGARDING
ELECTIONS**

WHEREAS, the City of Morgan Hill supports the full participation of all residents in electing members of the City Council; and

WHEREAS, in an at-large election system, candidates for City Council may reside in any part of the City and each City Councilmember is elected by the voters of the entire City; and

WHEREAS, in a by-district election system, a candidate for City Council must reside in the district which he or she wishes to represent, and only the voters of that district are entitled to vote to decide who their representative will be; and

WHEREAS, on May 5, 2017, the City received a letter from attorney Morris J. Baller, asserting the City's at-large electoral system violated the California Voting Rights Act and threatening litigation if the City declined to adopt by-district elections; and

WHEREAS, the letter did not contain any credible evidence of a violation, but the cost of defending against a claim under the California Voting Rights Act is extremely high; and

WHEREAS, California Government Code Section 34871(c) authorizes the election of the legislative body "by districts in four, six, or eight districts, with an elective mayor . . ."; and

WHEREAS, Government Code 34886 authorizes the City Council to establish by-district elections for council members by ordinance under the process provided in California Elections Code section 10010; and

WHEREAS, at its regular meeting on June 7, 2017, the City Council adopted a resolution of intent to establish a by-district voting process pursuant to California Elections Code Section 10010; and

WHEREAS, pursuant to California Government Code Section 34886, it is declared the change in the method of electing members of the City Council of the City of Morgan Hill made by this ordinance is to implement the guarantees of Section 7 of Article I and of Section 2 of Article II of the California Constitution, as set forth in Section 14031 of the California Voting Rights Act, and

WHEREAS, under the provisions of California Elections Code Section 10010, a political subdivision that changes from an at-large method of election to a by-district method of election shall hold at least two public hearings over a period of no more than thirty days, at which the public is invited to provide input regarding the composition of the districts before drawing a draft map or maps of the proposed boundaries of the districts; and

WHEREAS, before any maps of the proposed boundaries of the districts were drawn, the City Council held public hearings on June 21, 2017 and June 28, 2017, at which time input from the public on the proposed district boundaries was invited and heard; and

WHEREAS, the City established a dedicated webpage containing notices and information on the district election mapping process, with information in multiple languages, and extensive outreach was made to the Morgan Hill community through e-mail and at community events regarding the change to district elections.

WHEREAS, on July 19, 2017, consistent with the provisions of California Elections Code Section 10010, the City published and made available for release, all of the draft maps under consideration along with the potential sequence of elections; and

WHEREAS, as required by California Elections Code Section 10010, the City held a public hearing on July 26, 2017, at which time input on the proposed maps and sequence was invited and heard; and

WHEREAS, on August 7, 2017, consistent with the provisions of California Elections Code Section 10010, the City published additional maps based on the testimony at the July 26, 2017 public hearing; and

WHEREAS, on August 23, 2017, as required by California Elections Code Section 10010, the City held an additional public hearing at which time input on the proposed maps and sequence was invited and heard and a final map and sequence was selected by the City Council.

WHEREAS, the purpose of this Ordinance is to enact, pursuant to California Government Code Section 34886, an ordinance providing for the election of the members of the City Council of the City of Morgan Hill on a by-district basis in four single-member districts, retaining a separately elected office of Mayor, as reflected in Exhibit A to this Ordinance and to make other conforming and technical changes to Morgan Hill Municipal Code Chapter 1.16.

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

SECTION 1: Chapter 1.16 ("ELECTIONS") of Title 1 of the Morgan Hill Municipal Code is amended to read as follows:

1.16.010 - General municipal elections coincide with statewide general election.

The general municipal election of the city shall be held on the same day as the statewide general election on the first Tuesday after the first Monday in November of even-numbered years.

1.16.020 – Election of City Council Members.

- A. As established by Measures D and E, enacted by the voters on March 26, 1996, the Mayor shall be elected directly by the electors for a term of two-years.

- B. Beginning with the November 2018 general municipal election, a person elected as a member of the City Council other than the Mayor shall be a resident of his or her respective Council District as set forth in Section 1.16.030 (and as subsequently reapportioned as provided by applicable law.) Elections shall take place on a by-district basis as that term is defined in California Government Code Section 34871; meaning one member of the City Council shall be elected from each district, by the voters of that district alone, except for the Mayor, who shall be elected citywide. Each council member shall serve a four-year term until his or her successor has qualified, except for the Mayor, who shall serve a two-year term as authorized by Measure E, enacted by the voters on March 26, 1996.
- C. Except as provided in subsection C of Section 1.16.040, the council member elected to represent a district must reside in that district and be a registered voter in that district, and any candidate for City Council must live in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued, pursuant to California Government Code Section 34882 and California Elections Code Section 10227. Termination of residency in a district by a Council Member shall create an immediate vacancy for that council district unless a substitute residence within the district is established within 30 days after the termination of residency.

1.16.030 – Establishment of Council Districts

Boundaries for each of the four districts and their letter designations are as shown on the attached Exhibit A entitled “City of Morgan Hill District Boundary Map,” a copy of which shall be posted on the City’s website and on file in the City Clerk’s Office.

1.16.040 - Transition

- A. Except as provided in subsection C, Council Members shall be elected in Council Districts B and D at the general municipal election in November 2018, and at the general municipal election every four years thereafter. [Sequence subject to change depending on final map selection]
- B. Council Members shall be elected in Council Districts A and C at the general municipal election in November 2020, and at the general municipal election every four years thereafter. [Sequence subject to change depending on final map selection]
- C. Any member of the City Council in office at the time this Ordinance takes effect (or any person selected by appointment or election to fill a vacancy created by a Council member elected prior to the effective date of this Ordinance) shall continue in office until the expiration of the respective term to which he or she was elected and until his or her respective successors are qualified. At the end of the term of each council member, that member’s successor shall be elected on a by-district basis in the districts established in Section 1.16.030. A vacancy in a councilmember office elected by-district shall be filled by a person qualified to hold the office, who is a resident and registered voter in the district.

1.16.050 - Electronic filing of campaign statements.

- A. Any elected officer, candidate, committee, or other person required to file statements, reports or other documents described by Chapter 4 (Campaign Disclosure) of Title 9 (Political Reform)

of the California Government Code that has received contributions or made expenditures of two thousand dollars or more in a calendar year shall electronically file such statements using procedures established by the City Clerk.

B. Once an elected officer, candidate, committee, or other person files a statement, report, or other document electronically pursuant to Section A, all future statements, reports, or other documents on behalf of that filer shall be filed electronically.

C. In any instance in which an original statement, report, or other document must be filed with the California Secretary of State and a copy of that statement, report, or other document is required to be filed with the City Clerk, the filer may, but is not required to, file such copy electronically.

D. If the City Clerk's electronic filing system is not capable of accepting a particular type of statement, report, or other document, an elected officer, candidate, committee, or other person shall file that document with the City Clerk in an alternative format.

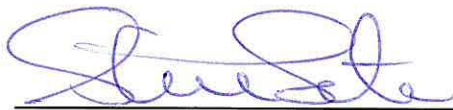
SECTION 2. Severability. If any part of this Ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the applicability of this Ordinance to other situations.

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

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 23RD DAY OF AUGUST 2017, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 6TH DAY OF SEPTEMBER 2017, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

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

DATE:



ATTEST:



IRMA TORREZ, City Clerk

DATE:

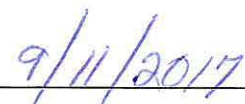


Effective Date: October 7, 2017

∞ CERTIFICATE OF THE CITY CLERK ∞

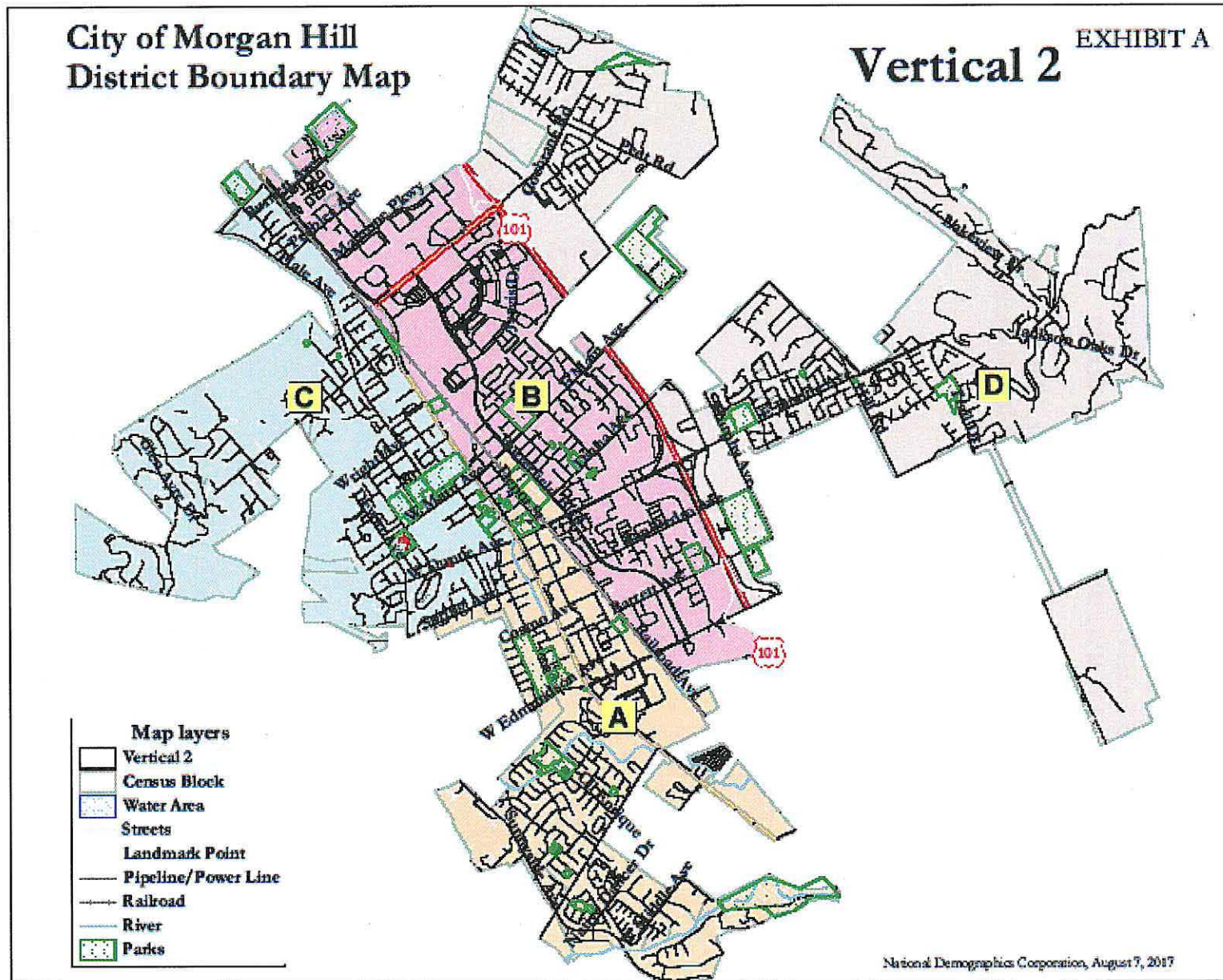
I, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 2258, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the 6th day of September 2017.

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

DATE: 



IRMA TORREZ, City Clerk





CITY COUNCIL STAFF REPORT

MEETING DATE: June 6, 2018

PREPARED BY: Angie Gonzalez, Council Services Assistant
APPROVED BY: City Manager

ADOPT ORDINANCE APPROVING A COMPREHENSIVE UPDATE OF TITLE 18 – ZONING OF THE CITY OF MORGAN HILL MUNICIPAL CODE INCLUDING AN AMENDMENT TO THE CITY’S OFFICIAL ZONING MAP CONSISTENT WITH THE MORGAN HILL 2035 GENERAL PLAN (FILE NO. ZA2016-0006: ZONING CODE UPDATE)

RECOMMENDATION(S)

Waive the reading, adopt Ordinance No. 2277, 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

Protecting the Environment
Maintaining Fiscal Responsibility
Preserving and Cultivating Public Trust

2018 Strategic Priorities

Economic Development and
Telecommunications
Regional Initiatives
Telecommunications

REPORT NARRATIVE:

On May 16, 2018, the City Council introduced Ordinance No. 2277 New Series, by the following roll call vote: AYES: Carr, Constantine, Spring, Robinett Jachimowicz, Tate; NOES: None; ABSTAIN: None; ABSENT: None.

In December 2012, the City formally commenced work on the Morgan Hill 2035 Project, which included comprehensive updates to its General Plan (adopted July 2016) and Residential Development Control System (RDSCS, approved by voters November 2016). The last major remaining component of the Morgan Hill 2035 Project is the City’s first comprehensive update of its Zoning Code since it was originally adopted in 1981.

The Zoning Code Update, which began in late 2015 with a pause in 2016 to complete work on the RDSCS, has been a deliberative process with a focus on enhancing the overall usability of the document and introducing substantive changes only where needed. During the development and review of the initial and subsequent drafts of the Zoning Code Update, staff and the Planning Commission evaluated how well each of the following four goals was achieved:

Zoning Code Update Goals

A. Implement and achieve consistency with the Morgan Hill 2035 General Plan;

- B. *Create a user-friendly code for applicants, staff, and City officials;*
- C. *Modernize terminology and requirements to reflect current practices; and*
- D. *Improve regulations to effectively address land use and development issues*

Using these four goals as a guide, the Planning Commission held public hearings on March 27, 2018, April 10, 2018, and at its April 24, 2018 hearing, recommended the City Council approve the Zoning Code Update.

At its May 16, 2018 hearing, the City Council considered public testimony along with the Planning Commission's and staff's recommendations and introduced the Zoning Code Update Ordinance approving a comprehensive update of Title 18 – Zoning, including an amendment to the City's Official Zoning Map, with additional Planning Commission and staff recommended text and map edits.

COMMUNITY ENGAGEMENT: Collaborate

Planning Commission study sessions, workshops, and hearings and City Council meetings and hearings on the Zoning Code Update were open to the public and the study sessions and workshops included opportunities for community members to participate in discussions by asking questions and providing input on the Commission's review and proposed edits to the Public Review Draft Zoning Code and Public Review Final Draft Zoning Code.

In addition to publishing a general notice of the March 27, 2018 Planning Commission hearing in the Mercury News, individual notices were mailed on March 16, 2018 to property owners (approximately 100 sites) and on March 29, 2018 (9 additional sites) where the zoning district for their property was/is proposed to be modified to be consistent (or more consistent) with their property's existing General Plan Land Use designation.

ALTERNATIVE ACTIONS:

Not Applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Planning Commission on October 13, 2015 and December 8, 2015 held study sessions, and the City Council on December 16, 2015 held a meeting to review an assessment of the existing Zoning Code and provide feedback on the Zoning Code Update process. The Zoning Code Update process was paused twice to focus on completion of the RDCS Ordinance Update and RDCS Competition Manual.

On June 7, 2017, the City Council provided direction to staff and the Planning Commission on the remaining work plan for the Zoning Code Update. The Planning Commission reviewed and provided comments on the Public Review Draft Zoning Code at four workshops (August 29, September 19, October 3, and November 28, 2017) and one regular meeting (October 24, 2017). On December 12, 2017 and January 9, 2018, the Planning Commission reviewed, discussed, and came to an agreement on a list of topics and related questions for discussing with the City Council at the January 17, 2018 Joint Study Session.

The Planning Commission opened a public hearing on the Zoning Code Update at the March 27, 2018 Planning Commission meeting to hear public testimony and continued the hearing to April 10, 2018 where several comments received from the public were discussed and considered. The Commission provided specific recommendations on those comments discussed at the April 10, 2018 hearing and continued the hearing to April 24, 2018. At the April 24, 2018 hearing, the Commission considered remaining comments and, on a 6-1 vote, recommended the City Council consider the Addendum to the Morgan Hill 2035 EIR in accordance with CEQA and approval of the Zoning Code Update and Zoning Map Amendments with additional recommendations described in Exhibit C of the attached Planning Commission resolution.

FISCAL AND RESOURCE IMPACT:

The Zoning Code Update process is within the work plan and budget for the Morgan Hill 2035 Project

CEQA (California Environmental Quality Act):

An Addendum to the Environmental Impact Report (EIR) for the City of Morgan Hill's Morgan Hill 2035 Project (attached via weblink) certified on July 27, 2016 (State Clearinghouse No. 2015022074) was prepared for the Zoning Code Update project pursuant to the provisions of the State of California Environmental Quality Act (CEQA) Guidelines Section 15164.

The Addendum concludes that the proposed project will not result in any new impacts that were not already identified in the Morgan Hill 2035 EIR or any impacts of greater severity than were already addressed.

LINKS/ATTACHMENTS:

1. Ordinance 2277 Zoning Code Update
2. Exhibit A Complete Adopted Zoning Code
3. Exhibit B Zoning Map Amendment
4. Exhibit C Additional Planning Commission Recommendations
5. Exhibit D Additional Staff Recommendations
6. Addendum to Morgan Hill 2035 EIR (weblink)

ORDINANCE NO. 2277, NEW SERIES

AN ORDINANCE OF THE CITY OF MORGAN HILL APPROVING A COMPREHENSIVE UPDATE OF TITLE 18 – ZONING OF THE CITY OF MORGAN HILL MUNICIPAL CODE INCLUDING AN AMENDMENT TO THE CITY’S OFFICIAL ZONING MAP CONSISTENT WITH THE MORGAN HILL 2035 GENERAL PLAN (FILE NO. ZA2016- 0006: ZONING CODE UPDATE)

WHEREAS, the City of Morgan Hill’s Zoning Code, Title 18 of the City’s Municipal Code, has not been comprehensively updated since it was adopted in 1981; and

WHEREAS, in 2013 the City began the Morgan Hill 2035 Project, which included a comprehensive update of the City’s General Plan, Residential Development Control System (RDCS), and Zoning Code; and

WHEREAS, in November 2016 Morgan Hill voters approved an update of the City’s long-standing residential growth control program. The RDCS is codified in Title 18, Chapter 18.78 of the Municipal Code; and

WHEREAS, on July 27, 2016 the City Council adopted the Morgan Hill 2035 General Plan, which is the City’s primary policy document governing local land use and development. The General Plan includes a Land Use Map and designations that identify uses and development intensities along with basic policies to guide development and conservation decisions in Morgan Hill through the year 2035; and

WHEREAS, the Zoning Code Update portion of the Morgan Hill 2035 Project began with a series of stakeholder, staff, Planning Commission, and City Council meetings in late 2015 to assess the strengths and weaknesses of the City’s existing Zoning Code, and in 2016 and 2017 to discuss the general approach for the Zoning Code Update process; and

WHEREAS, the Planning Commission and City Council identified four goals to guide the Zoning Code Update process: A. Implement and achieve consistency with the Morgan Hill 2035 General Plan; B. Create a user-friendly code for applicants, staff, and City officials; C. Modernize terminology and requirements to reflect current practices; and D. Improve regulations to effectively address land use and development issues; and

WHEREAS, after a Public Review Draft Zoning Code (Initial Draft) was published on August 8, 2017, the Planning Commission held a series of four public workshops on August 29, September 19, October 3, and November 28, 2017 to provide, receive, and discuss comments and proposed edits to the Initial Draft; and

WHEREAS, on January 17, 2018 a Joint City Council/Planning Commission Study Session was held for the Planning Commission and staff to receive feedback/direction from the City Council on several policy questions related to the Zoning Code Update. The Planning

Commission concluded, and the City Council agreed, that the policy questions discussed at the Study Session, while important for future consideration, did not warrant extending the Zoning Code Update process beyond the targeted spring 2018 adoption hearings; and

WHEREAS, a Public Review Draft Final Zoning Code (Final Draft) was published on March 7, 2018 addressing comments and incorporating edits received during the review of the Initial Draft; and

WHEREAS, although several existing zoning district names are proposed to be changed to better reflect their intent and match the district's corresponding General Plan Land Use designation, less than one-percent of the approximately 12,865 parcels within the existing City Limits are included in the proposed Zoning Map Amendment. The Zoning Map Amendment (Exhibit B) changes the zoning district for approximately 100 parcels to a zoning district that is consistent, or more consistent, with the site's Morgan Hill 2035 General Plan Land Use designation; and

WHEREAS, an Addendum to the Environmental Impact Report (EIR) for the City of Morgan Hill's Morgan Hill 2035 Project certified on July 27, 2016 (State Clearinghouse No. 2015022074) was prepared for the Zoning Code Update project pursuant to the provisions of the State of California Environmental Quality Act (CEQA) Guidelines Section 15164, and the Addendum concludes that the proposed project will not result in any new impacts that were not already identified in the Morgan Hill 2035 EIR or any impacts of greater severity than were already addressed; and

WHEREAS, the Zoning Code Update and associated Zoning Map Amendments complies with the City's Morgan Hill 2035 General Plan as required by Government Code Section 65860; 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; and

WHEREAS, the Zoning Code Update, including Zoning Map Amendments, was considered by the Planning Commission at their regular meeting of March 27, 2018, April 10, 2018, and April 24, 2018 at which time the Planning Commission recommended City Council consider the Addendum to the Morgan Hill 2035 EIR in accordance with the California Environmental Quality Act (CEQA) and approval of application ZA2016-0006: Zoning Code Update (Exhibit A and B) with additional specific text and map recommendations (Exhibit C); and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES ORDAIN AS FOLLOWS:

SECTION 1. The proposed Zoning Code Update and associated Zoning Map Amendment is consistent with the Morgan Hill 2035 General Plan.

- SECTION 2.** The Zoning Code Update and associated Zoning Map Amendment is required in order to serve the public convenience, necessity, and general welfare as provided in Section 18.62.050 of the Municipal Code.
- SECTION 3.** The City Council has evaluated the Public Review Draft Final Zoning Code and associated Zoning Map Amendments, additional recommendations from the Planning Commission, and additional staff recommendations to be consistent with the four goals identified for the Zoning Code Update.
- SECTION 4.** The City Council has considered the Addendum to the Morgan Hill 2035 Environmental Impact Report (EIR) in accordance with the California Environmental Quality Act (CEQA) and approved ZA2016-0006: Zoning Code Update and Zoning Map Amendments with additional Planning Commission recommended changes and clarifications listed in Exhibit C, and with additional staff recommended changes, including modifications to Planning Commission recommendations, described in Exhibit D.
- SECTION 5.** The City Council hereby amends the City of Morgan Hill Municipal Code by repealing and replacing the existing text of Title 18 – Zoning with the text as shown in the attached Exhibit A (Title 18 - Zoning). Exhibit A (Title 18 - Zoning) incorporates the Zoning text changes described in Exhibit C (Additional Planning Commission Recommendations) as modified by Exhibit D (Additional Staff Recommendations), corrects typographical and formatting errors, and accepts all tracked edits that were shown in red underline/strikethrough text in the Public Review Draft Final Zoning Code. Exhibit A (Title 18 - Zoning) includes: Division I: Zoning; Division II: Development and Conservation; and Division III: Residential Development Control System (RDCS).
- SECTION 6.** The City Council hereby approves the Zoning Map Amendments as shown in the attached Exhibit B as modified by Exhibit C (Additional Planning Commission Recommendations) and Exhibit D (Additional Staff Recommendations), incorporated herein by reference.
- SECTION 7.** 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 8.** 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 or a summary thereof pursuant to §36933 of the Government Code.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 16th DAY OF MAY 2018, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 6TH DAY OF JUNE 2018, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH THE 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 July 7, 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. 2277, New Series, adopted by the City Council of the City of Morgan Hill, California at its regular meeting held on the 6th day of June 2018.

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

DATE: _____

IRMA TORREZ, City Clerk

Attachment: Ordinance 2277 Zoning Code Update (1783 : Adopt Ordinance 2277- Zoning Code Update)



City of Morgan Hill Zoning Code

Municipal Code Title 18





City of Morgan Hill Zoning Code

Municipal Code Title 18

Prepared By:
Ben Noble, City and Regional Planning
PlaceWorks

Attachment: Exhibit A Complete Adopted Zoning Code (1783 : Adopt Ordinance 2277- Zoning Code Update)

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- 18.136 - CEQA Guidelines
- 18.140 - Post Construction Stormwater Pollution Prevention
- 18.144 - School Impaction
- 18.148 - Water Conservation in Landscaping
- 18.152 – Agricultural Mitigation

Division II chapters are carried forward from the existing Zoning Code and will be edited for style and clarity. No substantive changes will be made, except for changes to Chapter 18.144 (School Impaction) to reflect changes to state law adopted after this chapter was originally adopted.

DIVISION III: RESIDENTIAL DEVELOPMENT CONTROL SYSTEM (RDSCS)

In November of 2016 the voters approved the current version of the RDSCS, known as Measure S, codified as Chapter 18.156 of the Municipal Code, available here:

<https://www.morgan-hill.ca.gov/655/Municipal-Code>

ZONING CODE USER'S GUIDE

General Plan and Zoning Code Overview

On July 27, 2016 the City of Morgan Hill adopted an updated General Plan - the City's primary policy document governing local land use and development. The General Plan contains a Land Use Map identifying permitted land uses and development intensities, and establishes basic policies to guide development and conservation decisions in Morgan Hill over the next twenty years.

Morgan Hill's Zoning Code, codified as Title 18 in the Morgan Hill Municipal Code, implements the General Plan with detailed land use and development regulations. The Zoning Code establishes a Zoning Map with zoning districts that apply to all property in Morgan Hill. The Zoning Code identifies exactly which land uses are allowed in each zoning district and establishes the permitted building heights, minimum setbacks from property lines, and other development standards in each zoning district.

In addition to development standards, the Zoning Code also establishes standards for signs, parking, landscaping, wireless communications, historic resources, and many other topics. Finally, the Zoning Code identifies permits required for different land uses and types of development, and the process by which the City reviews permit applications and administers the requirements of the Zoning Code.

From 2015 to 2018 the City undertook a process to update the Zoning Code to implement the updated General Plan, create a more user-friendly document, and more effectively achieve the City's land use and development goals. The updated Zoning Code was adopted by the City Council on June 6, 2018 and went into effect on July 7, 2018.

Relationship to the Residential Development Control System (RDCS)

In addition to updating the General Plan and Zoning Code, the City has also updated its Residential Development Control System (RDCS). The RDCS is the City's growth management program that establishes an overall population limit, limits the amount of residential development each year, and requires proposed projects to compete each year for residential building allotments. In November of 2016 the voters approved the current version of the RDCS, known as Measure S, codified as Chapter 18.78 of the Municipal Code. In June 2017 the City also adopted the RDCS Competition Manual, which contains the criteria and standards that the City of Morgan Hill uses to award residential allotments to projects

Organization of the Zoning Code

The updated Zoning Code is organized into five parts, as follows:

- **Part 1 – General Provisions.** Part 1 legally establishes the Zoning Code, identifies rules for interpreting the Zoning Code, establishes rules for measurement, and identifies the Zoning districts and overlay zones established in the Zoning Map.

- **Part 2 – Zoning Districts and Overlay Zones.** Part 2 contains the land use regulations and development standards that are unique to each zoning district and overlay zone.
- **Part 3 – Citywide Standards.** Part 3 contains standards that apply to all property in Morgan Hill, addressing issues such as parking, signs, landscaping, and accessory structures.
- **Part 4 – Permits and Administration.** Part 4 identifies procedures and requirements for permits and other approvals required by the zoning codes, and procedures for the administration of the zoning code.
- **Part 5 – Glossary.** Part 5 defines all specialized terms used in the Zoning Code.

Numbering and Referencing

The numbering system used in the updated Zoning Code continues the system in the existing Zoning Code and is consistent with other titles in the Municipal Code. The updated Zoning Code is organized as follows:

Title 18 – Zoning Code

Chapter 18.04 – Chapter Name

18.04.010 – Title of First Section

A. Subsection

1. Paragraph

a. Subparagraph

i. Sub-subparagraph

Using the Zoning Code

Below is a general summary of how to use the updated Zoning Code. This summary is intended to help property owners and other applicants understand how the Zoning Code works and the process to determine whether a proposed project complies with applicable regulations.

All project applicants are encouraged to contact the Community Development Department to verify the standards and requirements that apply to a proposed project before preparing and submitting a project application.

Step 1: Identify your Zoning District and Any Overlay Zones

Identify the zoning district and any overlay zones that apply to your property. You can find your property on the Zoning Map, which shows the zoning districts and overlay zones that apply to it. Table 18.14-1 (Base Zoning Districts) in Chapter 18.14 lists all zoning districts in Morgan Hill, and Table 18.14-2 (Overlay Zones) lists all of the overlay zones. Each property

in Morgan Hill is assigned one base zoning district. Some properties are subject to one or more overlay zones, but not all.

Step 2: Determine if your Land Use is Permitted

After you have identified the zoning district and any overlay zones that apply to your property, determine if your existing or proposed land uses are permitted. Each chapter within Part 2 of the Zoning Code contains a table that list permitted land uses in the zoning district. For example, Table 18.16-1 lists permitted land uses in the residential detached zoning districts. If your property is in a residential detached zoning district, look in this table to determine if your land use is permitted. Using the key provided at the top of the table, determine if you land use is permitted by right or permitted with an Administrative Use Permit or Conditional Use Permit.

All land uses listed in the land use regulation table are defined in Chapter 18.124 (Land Use Definitions). If your land use does not clearly fall within a land use defined in the Zoning Code, the Community Development Director will determine if the land use should be treated the same as an equivalent listed land use following the procedures in Section 18.08.040.B (Unlisted Land Uses).

If your property is subject to one or more overlay zones, you also need to determine if your land use is permitted within the overlay zones. Land use regulations for overlay zones are found in Chapter 18.30 (Overlay Zones).

Step 3: Identify Development Standards in your Zoning District

Next, identify the development standards in your zoning districts and overlay zones if applicable. For each zoning district the Zoning Code establishes standards including minimum setbacks from property lines, maximum building height, and other limitations on the size, placement, and design of development.

Development standards for each zoning district are provided in Part 2 of the Zoning Code. For residential detached zoning districts, development standards can be found in Section 18.16.030 (Development Standards) of Chapter 18.16 (Residential Detached Zoning Districts). Basic site and structure requirements are typically presented in a table followed by text with additional requirements or exceptions. Development standard tables may reference other sections of the Zoning Code that are relevant to your project.

Like with land use regulations, if your property is subject to one or more overlay zones, you also need to determine that your project complies with any additional development standards for the overlay zones.

Step 4: Identify Other Applicable Development Standards and Land Use Regulations

After you've determined that your project complies with land use regulations and development standards that are unique to your zoning district and overlay zone, determine that your project complies with citywide standards. These citywide standards are in Part 3 of the Zoning Code and include parking (Chapter 18.72), landscaping (Chapter 17.64), and signs (Chapter 17.88) for commercial projects. The Development Services Department will help you to identify which standards apply to your project and whether your project complies with these standards.

Certain land uses also are subject to special standards located in Chapter 17.92 (Supplemental Standards) of the Zoning Code. Land Use regulation tables for zoning districts in Part 2 include references to any supplemental standards. If your land use is subject to supplemental standards, review the applicable standards in Chapter 17.92 to verify compliance. The Development Services Department will help to identify any applicable standards and your compliance.

Step 5: Identify Required Permits and Approvals

After you've determined that your project complies with all applicable standards and regulations, you need to determine which permits and approvals are required. The land use regulation tables in Part 2 identifies which permits are required for the land use (Minor Use Permit, Conditional Use Permit) or no permit (permitted by right).

If you propose a physical change to a structure or site, your project may require a Design Permit. Projects that require a Design Permit are listed in Section 17.108.040 (Design Permits). Most Design Permits are approved by the Community Development Director, though some are approved by the Planning Commission.

Your project may require other types of permits, such as a Sign Permit for signs or a Historic Alteration Permits for modifications to a historic property. All permits required by the Zoning Code all listed in Table 18.100-1 in Chapter 18.100 (Administrative Responsibility) and chapters for each permit are in Part 4 of the Zoning Code. Be sure to review with a City Planner all required permits for your project.

Once you have identified which permits are required for your project, you need to identify the procedures and requirements to obtain approval. Find the section for each required permit in Chapter 18.108 (Specific Permit Requirements), and review the requirements. This chapter will tell you whether the Planning Commission or the Community Development Director approves the permit, whether a public hearing is required, and the criteria that the City will use to approve your project. Chapter 18.104 describes procedures that apply to all type of permits, such as application submittal requirements, public notice, and changes to approved projects. All decisions of the Community Development Director and Planning Commission may be appealed to either the Planning Commission or City Council as described in Chapter 18.112 (Appeals).

PART 1

General Provisions

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- 18.04.030 – Authority
- 18.04.040 – Purpose of the Zoning Code
- 18.04.050 – Relationship to the General Plan
- 18.04.060 – Applicability and Jurisdiction
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- 18.04.080 – Transitional Provisions
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Chapter 18.04 – INTRODUCTORY PROVISIONS

Sections:

- 18.04.010 – Title
- 18.04.020 – Effective Date
- 18.04.030 – Authority
- 18.04.040 – Purpose of the Zoning Code
- 18.04.050 – Relationship to the General Plan
- 18.04.060 – Applicability and Jurisdiction
- 18.04.070 – Conflicting Provisions
- 18.04.080 – Transitional Provisions
- 18.04.090 – Severability

18.04.010 – Title

Division I of Title 18 of the Morgan Hill Municipal Code shall be known and cited as the “Morgan Hill Zoning Code” and referred to in this title as the “Zoning Code.”

18.04.020 – Effective Date

The Zoning Code takes effect and is in force from and after July 7, 2018.

18.04.030 – Authority

The Zoning Code is adopted pursuant to the authority in Section 65850 of the California Government Code and all other relevant laws of the State of California. Whenever the Zoning Code refers to a section of state law that is later amended or superseded, the Zoning Code shall be deemed amended to refer to the amended section or the section that most nearly corresponds to the superseded section.

18.04.040 – Purpose of the Zoning Code

- A. **General.** The purpose of the Zoning Code is to implement the General Plan and to protect the public health, safety, and welfare.
- B. **Specific.** The Zoning Code is intended to:
 1. Preserve and enhance Morgan Hill’s small-town feel and family friendly character.
 2. Ensure that all development exhibits high-quality design that supports a unique sense of place.
 3. Protect and enhance the quality of life in residential neighborhoods.
 4. Encourage active and inviting commercial and mixed-use areas.

5. Support a vibrant, diverse, and dynamic local economy.
6. Allow for a broad range of housing choices that meets the needs of all segments of the community.
7. Protect environmental resources and promote a sustainable development pattern.
8. Preserve viable agricultural land, important habitat areas, and recreational open space.
9. Support a balanced transportation system that accommodates the needs of automobiles, pedestrians, and bicycles.

18.04.050 – Relationship to the General Plan

The Zoning Code implements the City of Morgan Hill General Plan by establishing detailed regulations for land uses, structures and activities in Morgan Hill. All land uses, structures, and activities in Morgan Hill shall be consistent with the General Plan.

18.04.060 – Applicability and Jurisdiction

- A. General.** The Zoning Code applies to all land uses, structures, and activities in the City of Morgan Hill unless an exemption is specifically provided by the Zoning Code.
- B. Compliance Required.** No land use shall be established nor shall any structure be constructed, altered, or moved until:
 1. All applicable development review and approval processes have been followed;
 2. All applicable approvals have been obtained; and
 3. All required permits or authorizations to proceed have been issued.
- C. Governmental Activities.** The Zoning Code applies to special districts and state or federal governmental agencies to the extent legally permissible. The Zoning Code does not apply to public projects of the City of Morgan Hill. Private projects on leased lands owned by the City are not public projects of the City.
- D. Public Utilities.** Public utility facilities are subject to the requirements of the Zoning Code except to the extent provided by Government Code Section 53091 and the California Public Utilities Code.
- E. Emergency Powers.** The City Council may authorize deviations from the Zoning Code during a local emergency declared and ratified under the Morgan Hill Municipal Code. The City Council may authorize a deviation by resolution without notice or public hearing.

18.04.070 – Conflicting Provisions

- A. Conflict with State or Federal Regulations.** Where conflict occurs with state or federal laws, higher law shall control over lower law unless local variation is permitted.
- B. Conflict with Other City Regulations.** Where the Zoning Code conflicts with other ordinances, resolutions, or regulations of the City of Morgan Hill, the more restrictive shall control.
- C. Conflict with Private Agreements.** It is not the intent of the Zoning Code to interfere with, abrogate, or annul any easement, covenant, deed restriction, or other agreement between private parties. If the Zoning Code imposes a greater restriction than imposed by a private agreement, the Zoning Code shall control. Private agreements may impose greater restrictions than the Zoning Code, but the City is not responsible for monitoring or enforcing private agreements.

18.04.080 – Transitional Provisions

- A. Relation to Prior Ordinances.** This Zoning Code supersedes the prior Zoning Code codified in Title 18 of the Morgan Hill Municipal Code.
- B. Violations Continue.** Any violation of the prior Zoning Code will continue to be a violation under this Zoning Code subject to penalties and enforcement under Chapter 18.120 (Enforcement) unless the use, structure, or activity complies with this Zoning Code.
- C. Nonconforming Parcels, Uses, and Structures.** A legal nonconforming parcel, land use, or structure may be maintained and continue as allowed by Chapter 18.68 (Nonconforming Uses and Structures).
- D. Previously Approved Projects and Projects in Progress.** Permits and approvals valid on or before the effective date of this Zoning Code remain valid until their expiration date. Projects with valid approvals or permits may be carried out in accordance with the development standards in effect at the time of approval, provided that the permit or approval is valid and has not lapsed. A re-application for a permit or approval that expires after the effective date of this Zoning Code shall fully comply with the standards in effect at the time of re-application.
- E. Transition to New Zoning Districts.**
 - 1. Upon the effective date of this Zoning Code, land that is zoned with a zoning district classification from the previous Zoning Code shall be re-classified or translated to one of the zoning districts as established in Chapter 18.14 (Zoning Districts and Map) and shown on the Zoning Map.
 - 2. A property shall comply with the regulations of its zoning district classification as shown on the Zoning Map.

F. Planned Development Zoning Districts. Requirements that applied within a Planned Development zoning district existing before the effective date of the Zoning Code shall remain in full force and effect.

G. References to Prior Zoning Districts.

1. In cases where City ordinances, policies, conditions of approval, and other requirements reference a zoning district classification from the previous Zoning Code, such references shall be interpreted to mean the equivalent zoning district in this Zoning Code as shown in Table 18.04-1.
2. For requirements based on previous zoning districts with no equivalent zoning district in this Zoning Code, the requirements of the previous zoning district in effect at the time the reference was established shall continue to apply.

TABLE 18.04-1: EQUIVALENT ZONING DISTRICTS

Zoning District from Previous Zoning Code	Equivalent Zoning District in this Zoning Code
Residential Zoning Districts	
Residential Estates (RE) – 10	Residential Estate (RE) – 10
Residential Estates (RE) – 10,000	Residential Estate (RE) – 2.5
Residential Estates (RE) – 40,000	Residential Estate (RE) – 1
Single-Family Low Density Residential (R-1)	Residential Detached Low Density (RDL)
Single-Family Medium Density Residential (R-1)	Residential Detached Medium Density (RDM)
High Density Single-Family Residential (R-1)	Residential Detached High Density (RDH)
Medium-Density Residential (R-2)	Residential Attached Low Density (RAL)
Medium-Density Residential (R-3)	Residential Attached Medium Density (RAM)
High-Density Residential (R-4)	Residential Attached High Density (RAH)
Mixed Use Zoning Districts	
Central Business District (CBD)	Downtown Mixed Use (MU-D)
Central Commercial/Residential (CC-R)	Neighborhood Mixed Use (MU-N)
Light Commercial/Residential (CL-R)	Mixed Use Flex (MU-F)
Commercial Zoning Districts	
Administrative Office (CO)	Administrative Office (CO)

Zoning District from Previous Zoning Code	Equivalent Zoning District in this Zoning Code
Neighborhood Commercial (CN)	Neighborhood Commercial (CN)
General Commercial (CG)	General Commercial (CG)
Highway Commercial (HC)	Highway Commercial (CH)
Service Commercial (CS)	Service Commercial (CS)
Theme Unit Development (TUD)	No equivalent zoning district
Administrative Office (CO)	No equivalent zoning district
Industrial Zoning Districts	
No equivalent zoning district	Commercial Industrial (CI)
Office Industrial (MO)	Office Industrial (IO)
Campus Industrial (MC)	Campus Industrial (IC)
Light Industrial (ML)	Light Industrial (IL)
General Industrial (MG)	General Industrial (IG)
Public, Open Space, and Recreational Zoning Districts	
Open Space (OS)	Open Space (OS)
Public Facilities (PF)	Public Facilities (PF)
Sports Recreation Leisure (SRL)	Sports Recreation Leisure (SRL)
Overlay Zones and Combining Districts	
Active Fault Surface Rupture Combining District (AFSR)	Active Fault Surface Rupture Combining District (AFSR)
Downtown Ground Floor Overlay (GF)	Downtown Ground Floor Overlay Zone (DGF)
Hillside Combining (H)	Hillside Combining District (H)
Planned Development Overlay (PD)	Planned Development Combining District (PD)
Seismic Combining (S)	No equivalent zoning district
Geologic Combining (G)	No equivalent zoning district

Zoning District from Previous Zoning Code	Equivalent Zoning District in this Zoning Code
Legacy Zones	
Residential Planned Development (RPD)	No equivalent zoning district
Planned Unit Development (PUD)	No equivalent zoning district
Conditional (C)	No equivalent zoning district

18.04.090 – Severability

If any portion of the Zoning Code is found invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Zoning Code. The City Council hereby declares that it would have passed the Zoning Code, and each portion thereof, regardless of the fact that a portion has been declared invalid or unconstitutional.

Chapter 18.08 – INTERPRETATION OF THE ZONING CODE

Sections:

- 18.08.010 – Purpose
- 18.08.020 – Authority
- 18.08.030 – Rules of Interpretation
- 18.08.040 – Land Use Regulations
- 18.08.050 – Zoning Map
- 18.08.060 – Procedures for Interpretation/Determinations

18.08.010 – Purpose

This chapter establishes rules and procedures for interpreting the Zoning Code to ensure that it is applied and enforced in a consistent manner.

18.08.020 – Authority

The City Council delegates to the Community Development Director and the Director's designees the authority to interpret the meaning and applicability of all provisions in the Zoning Code.

18.08.030 – Rules of Interpretation

- A. Meaning and Intent.** All language shall be construed according to the purpose and intent set out in Section 18.04.040 (Purpose of the Zoning Code).
- B. Minimum Requirements.** The Zoning Code establishes minimum requirements for the promotion of the public health, safety, and general welfare. When the Zoning Code provides for discretion on the part of a City official or body, that discretion may be exercised to impose more stringent requirements as necessary to achieve the purpose and intent of the Zoning Code set out Section 18.04.040 (Purpose of the Zoning Code).
- C. Headings, Illustrations, and Text.** In cases where text conflicts with any heading, table, or figure, the text controls.
- D. Lists and Examples.** Unless otherwise specifically indicated, lists of items or examples that use terms such as “including,” “such as,” or similar language are intended to provide examples, not to be exhaustive lists of all possibilities.
- E. Computation of Time.** References to days are calendar days unless otherwise stated. When business days are referenced, they shall include only days when City Hall is open. The end of a time period shall be computed by excluding the first day and including the last day. If the last day is a holiday observed by the City or a City Hall non-business day, that day shall be excluded.

- F. References to Other Regulations, Publications, and Documents.** Whenever reference is made to a resolution, ordinance, regulation, or document, it shall be construed as a reference to the most recent edition of such resolution, ordinance, regulation, or document, unless specifically stated.
- G. Technical and Non-Technical Terms.** Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases that may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.
- H. Public Officials and Agencies.** All public officials, bodies, and agencies to which references are made are those of the City of Morgan Hill, unless otherwise indicated.
- I. Mandatory and Discretionary Terms.** The words “shall,” “will,” “must,” and “is” are always mandatory. The words “may” and “should” are advisory and discretionary terms.
- J. Conjunctions.** Unless the context clearly suggests the contrary, conjunctions shall be interpreted as follows:
1. “And” means that all connected items, conditions, provisions, or events apply.
 2. “And/or” means that the connected words or provisions may apply singularly or in any combination.
 3. “Or” means that one or more of the connected items, conditions, provisions, or events may apply.
 4. “Either...or” means that the connected words or provisions shall apply singularly but not in combination.
- K. Tenses and Plurals.** Words used in one tense (past, present, or future) include all other tenses, unless the context clearly indicates the contrary. The singular includes the plural, and the plural includes the singular.
- L. Terms Not Defined.** In the event there is a term used in the Zoning Code that is not defined in this title, the Community Development Director shall have the authority to provide a definition based upon intended meaning of the undefined term.

18.08.040 – Land Use Regulations

- A. Land Use Regulation Tables.** Land use regulation tables in Part 2 (Zoning Districts and Overlay Zones) establish permitted land uses within each zoning district. Notations within these tables have the following meanings:
1. **Permitted Uses.** A “P” means that a use is permitted by right in the zoning district and is not subject to discretionary review and approval.
 2. **Conditionally Permitted Uses.** A “C” means that a use requires approval of a Conditional Use Permit. An “A” means that a use requires approval of an Administrative Use Permit.

3. **Uses Not Allowed.** A “-” means that a use is not allowed in the zoning district.

B. Unlisted Land Uses.

1. A land use not listed in a land use regulation table is not permitted if the use is listed as a permitted use in one or more other zoning districts. In such a case, the absence of the use in the land use regulation table means that the use is prohibited in the zoning district.
2. For a proposed use unlisted in all land use regulation tables, the Community Development Director may determine that the proposed use is equivalent to a permitted or conditionally permitted use if all of the following findings can be made:
 - a. The use is similar to other uses allowed in the zoning district.
 - b. The density or intensity of the use is similar to other uses in the zoning district.
 - c. The use is compatible with permitted or conditionally permitted uses in the zoning district.
 - d. The use will meet the purpose of the zoning district.
 - e. The use is consistent with the goals and policies of the General Plan.
 - f. The use will not be detrimental to the public health, safety, or welfare.
3. When the Community Development Director determines that a proposed use is equivalent to a listed use, the proposed use shall be treated in the same manner as the listed use with respect to development standards, permits required, and all applicable requirements of the Zoning Code.

- C. Unlawful Uses.** Uses that are unlawful under federal or state law are prohibited uses within Morgan Hill.

18.08.050 – Zoning Map

- A. Zoning Map Boundaries.** Where uncertainty exists as to the boundaries of zoning districts as shown on the Zoning Map, the following rules apply:

1. Boundaries shown as approximately following the centerlines of streets, highways, or alleys are construed to follow the centerlines.
2. Boundaries shown as approximately following platted lot lines are construed as following the lot lines.
3. Boundaries shown as approximately following city limits are construed as following city limits.
4. Boundaries shown following railroad lines are construed to be midway between the main tracks.
5. In unsubdivided property or where a zoning district boundary divides a parcel, the

location of the boundary is determined by the use of the scale appearing on the Zoning Map.

6. In case further uncertainty exists, the Community Development Director shall determine the exact location of the boundaries. The Director's decision may be appealed to the Planning Commission to determine the exact location of the boundaries.

B. Parcels Containing Two or More Zoning Districts.

1. For parcels containing two or more zoning districts ("split zoning"), the location of the zoning district boundary shall be determined by the Community Development Director.
2. For parcels containing two or more zoning districts, the regulations for each zoning district shall apply within the zoning district boundaries as identified on the Zoning Map.

18.08.060 – Procedures for Interpretation/Determinations

- A. Requests for Interpretation.** The Community Development Director shall respond in writing to written requests for interpretation of the Zoning Code if the requested interpretation would substantially clarify an ambiguity which interferes with the effective administration of the Zoning Code. When the Director makes such a determination, the following procedures apply:
1. The request shall be in writing, shall identify the provision to be interpreted, and shall be accompanied by the fee identified in the latest Planning Fee Schedule.
 2. The request shall provide any information that the Director requires to assist in its review.
 3. The Director shall respond to an interpretation request within 30 days of receiving a complete request.
- B. Form and Content of Interpretation.** Official interpretations prepared by the Director shall be in writing, and shall quote the Zoning Code provisions being interpreted. The interpretation shall describe the circumstance that caused the need for the interpretation.
- C. Official Record of Interpretations.** An official record of interpretations shall be kept and updated regularly by the Development Services Department. The record of interpretations shall be indexed by the number of the section that is the subject of the interpretation and made available for public inspection during normal business hours.
- D. Referral to Planning Commission.** The Director may refer any request for interpretation of the Zoning Code to the Planning Commission for review and interpretation.
- E. Appeals.** Any official interpretation prepared by the Director may be appealed to the

Planning Commission. The Planning Commission's interpretation may be appealed to the City Council.

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Chapter 18.12 – RULES OF MEASUREMENT

Sections:

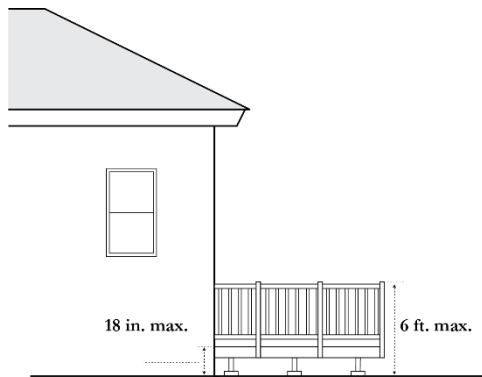
- 18.12.010 – Purpose
- 18.12.020 – Building Coverage
- 18.12.030 – Density
- 18.12.040 – Distances
- 18.12.050 – Floor Area and Floor Area Ratio
- 18.12.060 – Height
- 18.12.070 – Lot Area and Dimensions
- 18.12.080 – Setbacks
- 18.12.090 – Slope

18.12.010 – Purpose

This chapter establishes rules for the measurement of standards contained in the Zoning Code.

18.12.020 – Building Coverage

- A. Building Coverage.** Building coverage means the total horizontal area of all buildings on a lot divided by the net lot area. Total horizontal building area is measured from the exterior surface of the exterior ground floor walls of all principal and accessory buildings on the lot.
- B. Building Coverage (Exclusions).** Building coverage does not include the following:
 1. Unenclosed and unroofed decks, uncovered patio slab, porches, landings, balconies and stairways less than 18 inches in height at surface of deck (and less than 6 feet including railings). See Figure 18.12-1.
 2. Eaves and roof overhangs projecting less than 2 feet from a wall.
 3. Areas covered by a trellis or similar structure where at least 50 percent of the area is open to the sky with uniformly distributed openings.
 4. Swimming pools and hot tubs that are not enclosed in roofed structures or deck.

FIGURE 18.12-1: DECK EXCLUDED FROM BUILDING COVERAGE**18.12.030 – Density**

Density means the number of dwelling units divided by the net lot area.

18.12.040 – Distances

- A. Measurements Are Shortest Distance.** When measuring a required distance, such as the minimum distance between a structure and a lot line, the measurement is made at the closest or shortest distance between the two objects.
- B. Distances Are Measured Horizontally.** When measuring distances for setbacks and structure dimensions, all distances are measured along a horizontal plane from the appropriate line, edge of building, structure, storage area, parking area, or other object. Distances are not measured following the topography or slope of the land.
- C. Measurements Involving a Structure.** Measurements involving a structure are made to the closest support element of the structure. Structures or portions of structures that are entirely underground are not included in measuring required distances.
- D. Measuring Radius.** When a specified land use is required to be located a minimum distance from another land use, the minimum distance is measured in a straight line from all points along the lot line of the subject project, in all directions.

18.12.050 – Floor Area and Floor Area Ratio**A. Floor Area.**

1. Floor area means the total enclosed area of all floors of a building measured from the outside face of the structural members in outside walls.
2. The floor area calculation includes the following:
 - a. Covered parking areas for residential uses, including detached garages.
 - b. Staircases and elevator shafts at each floor level.
 - Service and mechanical equipment rooms.

- c. Areas with a solid roof even if open on the sides (e.g., covered porches, patios, and California Rooms).
 - d. For nonresidential uses, interior walkways or corridors, interior courtyards, walkways, paseos, or corridors covered by a roof or skylight.
3. The floor area calculation does not include the following:
- a. Attic areas as defined in Section 18.128.020.A (“A” Terms).
 - b. Covered parking areas for non-residential uses.
 - c. Basement area as defined in Section 18.128.020.B (“B” Terms).
 - d. Front-facing covered porches where at least 50 percent of the sides are open and exposed (without walls) to adjacent outdoor space.
 - e. Areas covered by a trellis or similar structure where at least 50 percent of the area is open to the sky with uniformly distributed openings.
 - f. Windows or other architectural projections where the vertical distance between the lowest surface of the projection and the finished floor is 30 inches or more.
 - g. For nonresidential uses, arcades, porticoes, and similar open areas that are located at or near street level and are accessible to the general public but are not designed or used as sales, display, storage, service, or production areas.

B. Floor Area Ratio. Floor area ratio means the ratio of the total floor area of all buildings on a lot to the net lot area.

18.12.060 – Height

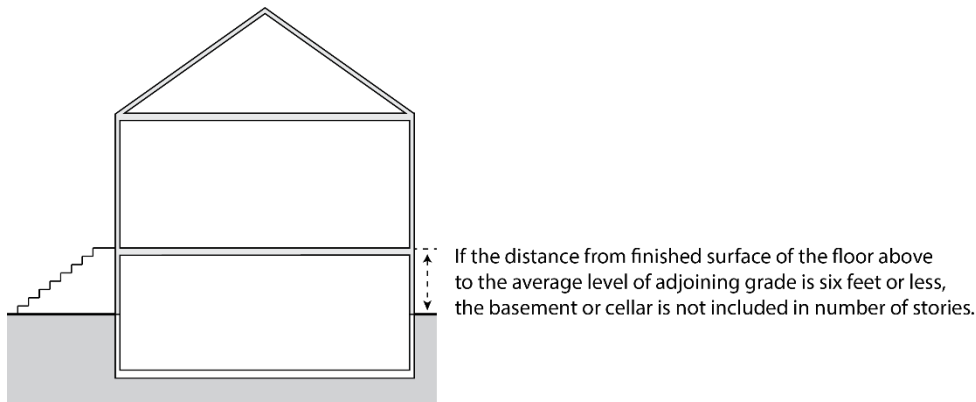
- A. Building Height.** Building height means the vertical distance from the average contact ground level at the front wall of the building to the highest point of the building. See Figure 18.12-2.

FIGURE 18.12-2: BUILDING HEIGHT



B. Number of Stories.

1. **Basements and Cellars.** A basement or cellar shall not be included in the calculation of number of stories of a building if the finished surface of the floor above is six feet or less below the average level of the adjoining grade. See Figure 18.12-3.

FIGURE 18.12-3 NUMBER OF STORIES – BASEMENT OR CELLAR HEIGHT

2. **Mezzanines.** A mezzanine shall not be included in the calculation of number of stories if:
 - a. The mezzanine floor area is one-third or less of the total area of the full floor directly below it; and
 - b. The mezzanine is open on at least two sides to the full floor below.

C. Fence or Wall Height.

1. Fence or wall height means the vertical distance from the bottom to the top of the fence or wall.
2. Fences placed on top of a retaining wall do not include the height of retaining wall.
3. If the adjacent finished grade is different on opposite sides of a fence or wall, the height is measured from the side with the lowest finished grade to the highest point on the fence or wall.

- D. Freestanding Structure Height.** For freestanding structures such as poles and towers, structure height means the vertical distance from the finished grade at the base of the structure to the highest point of the structure.

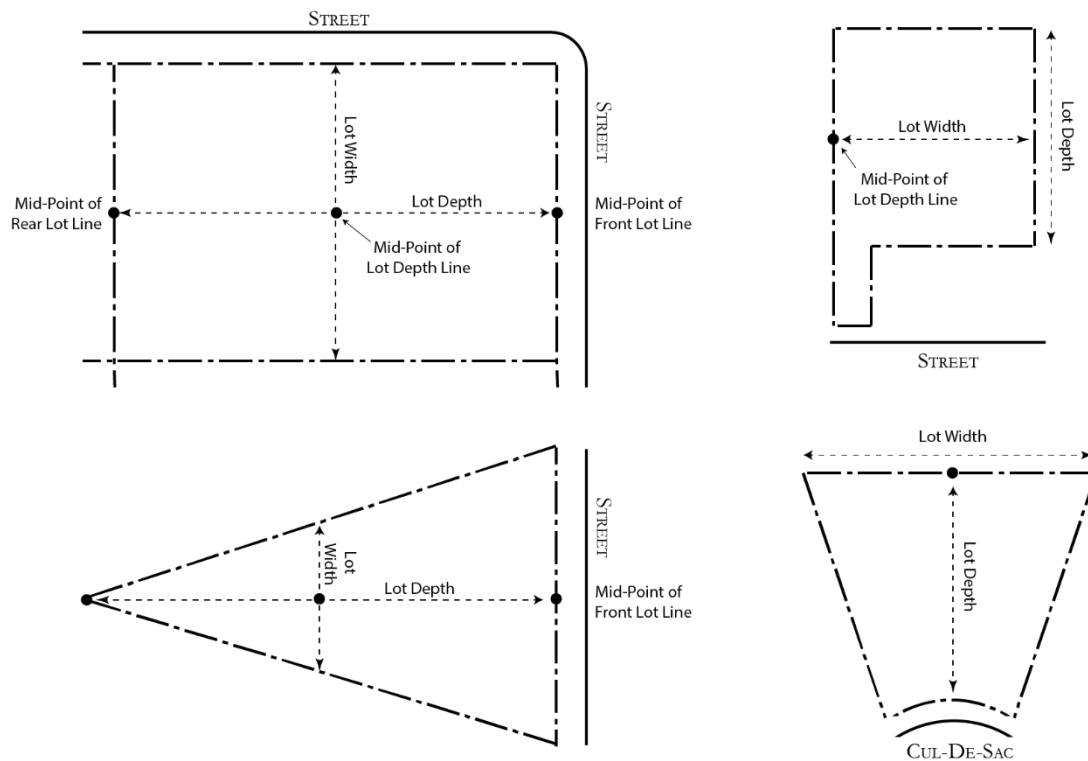
18.12.070 – Lot Area and Dimensions

A. Lot Area. Lot area means the net site area of a lot, expressed in terms of acres or square feet. Lot area does not include:

1. Land within the limits of a street (public or private) upon which the lot abuts, even if fee title to such street is held by the owner.
2. All public easements (e.g., public streets, utility lines).
3. All private easements (e.g., private streets, accessways) other than streets which are in excess of 15 percent of the net site area of the lot.

B. Lot Depth.

1. For lots other than flag lots, lot depth means the horizontal distance from the midpoint of the front lot line to the midpoint of the rear lot line, or to the most distant point on any other lot line where there is no rear lot line. See Figure 18.12-4.
2. For flag lots, lot depth is measured as the distance of the shortest side property line.

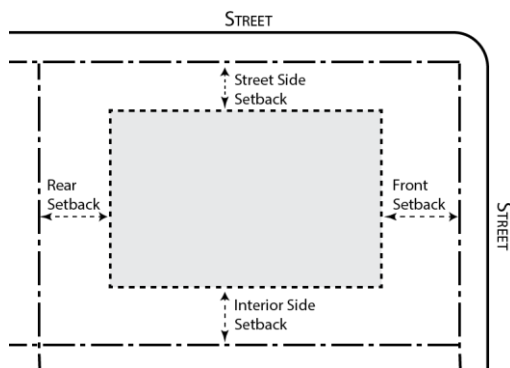
FIGURE 18.12-4: LOT DEPTH AND WIDTH

C. Lot Width.

1. For lots other than cul-de-sac lots, lot width means the distance measured along a straight line between the midpoints of the side property lines.
2. For flag lots, the measurement of the midpoint of the side property lines excludes the narrow corridor providing access to the street.
3. For cul-de-sac lots, lot width is measured at the rear property line.

18.12.080 – Setbacks

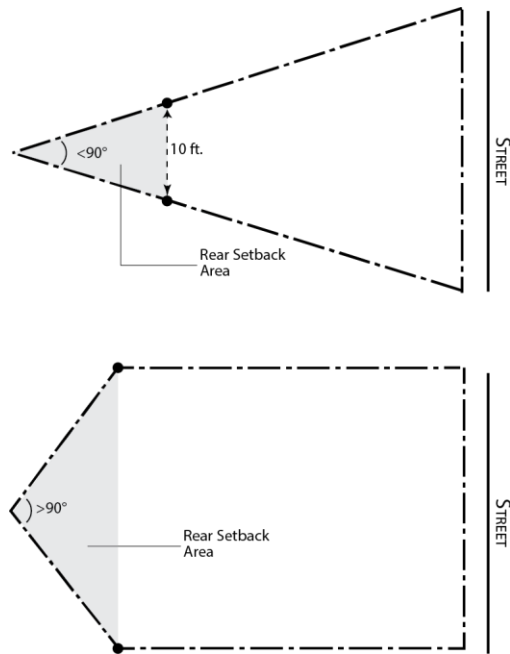
- A. Measure at Right Angles.** The distance/depth of a setback area (i.e., front, side, or rear) shall be measured at right angles from the nearest property line establishing a setback area line parallel to that lot line. See Figure 18.12-4.

FIGURE 18.12-4: SETBACKS

- B. Planned Street Widening.** Where a lot abuts a street designated for a future widening, required minimum setbacks shall be measured from the edge of the planned future right-of-way.
- C. Future Street Right-of-Way.** Where a future street right-of-way is planned or established, required minimum setbacks shall be measured from property lines that define the edge of the future right-of-way.
- D. Alleys.**
1. If side lot line abuts an alley, the lot line shall be treated as interior side lot line for the purpose of establishing minimum required setbacks.
 2. The width of an adjoining alley is not included in the measurement of a required setback.
- E. Rear Lot Lines.**
1. **Irregularly Shaped Lots.** Where the side lot lines converge to a point at the rear of the lot and make an angle 90 degrees or less, a line 10 feet long within the lot, parallel to and at a maximum distance from the front lot line, shall be deemed to be the rear lot line for the purpose of determining the depth of the required rear

setback area. Where the angle created by the convergence of two side lot lines at the rear of the lot is greater than 90 degrees, a line 10 feet long measured from the point of convergence and perpendicular to the front lot line shall establish the location of the required rear setback line. See Figure 18.12-4

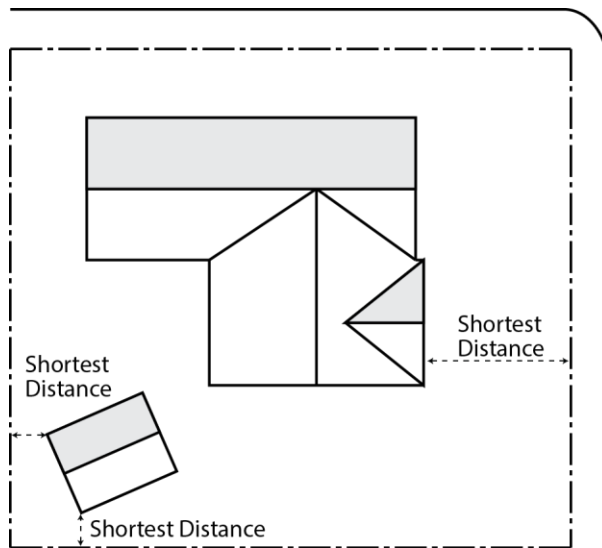
FIGURE 18.12-4: REAR LOT LINES FOR IRREGULARLY SHAPED LOTS



2. **Double-Frontage Lots.** The location of the front and rear yard setbacks on double-frontage lots shall be determined by the Community Development Director based on the placement of existing buildings on adjacent lots.

F. Measuring Structure Distance from Lot Lines. The distance of a structure from a lot line shall be measured as the distance between the lot line and the closest point on the exterior of a building or structure along a line at right angles to the lot line. See Figure 18.12-5.

FIGURE 18.12-5: MEASURING STRUCTURE DISTANCE FROM LOT LINES

**18.12.090 – Slope**

- A. Formula.** Average ground slope shall be made using the formula $S = .00229(I)(L)/A$, where:
1. S = Average slope (in percent)
 2. I = Contour interval (in feet)
 3. L = Total length of all contour lines on the parcel (in feet)
 4. A = Lot area (in acres)
- B. Contour Intervals.** Measurements along contours shall be made at contour intervals not to exceed 10 feet, and a horizontal map scale of 1 inch equals 200 feet or larger

Chapter 18.14 – ZONING DISTRICTS AND MAP

Sections:

18.14.010 – Purpose

18.14.020– Zoning Districts

18.14.030– Zoning Map

18.14.010 – Purpose

This chapter identifies the zoning districts that apply to land within the Morgan Hill city limits and establishes the official Morgan Hill Zoning Map.

18.14.020 – Zoning Districts

A. Base Zoning Districts. Morgan Hill is divided into zoning districts that implement the General Plan Land Use Map as shown in Table 18.14-1.

TABLE 18.14-1: BASE ZONING DISTRICTS

Zoning District Symbol	Name of Zoning District	General Plan Designation
Residential Zoning Districts		
RE 10	Residential Estate (10 acre lots)	Residential Estate
RE 2.5	Residential Estate (2.5 acre lots)	
RE 1	Residential Estate (1 acre lots)	
RDL 20,000	Residential Detached Low Density (20,000 sq. ft. lots)	Residential Detached Low
RDL 12,000	Residential Detached Low Density (12,000 sq. ft. lots)	
RDM 9,000	Residential Detached Medium Density (9,000 sq. ft. lots)	Residential Detached Medium
RDM 7,000	Residential Detached Medium Density (7,000 sq. ft. lots)	
RDH 4,500	Residential Detached High Density (4,500 sq. ft. lots)	Residential Detached High
RAL 3,500	Residential Attached Low Density (3,500 sq. ft. per unit)	Residential Attached Low
RAL 3,000	Residential Attached Low Density (3,000 sq. ft. per unit)	
RAM	Residential Attached Medium Density (2,000 sq. ft. per unit)	Residential Attached Medium
RAH	Residential Attached High Density (1,100 sq. ft. per unit)	Residential Downtown

Zoning District Symbol	Name of Zoning District	General Plan Designation
Mixed Use Zoning Districts		
MU-D	Downtown Mixed Use	Downtown Mixed Use
MU-N	Neighborhood Mixed Use	
MU-F	Mixed Use Flex	Mixed Use Flex
Commercial Zoning Districts		
CN	Neighborhood Commercial	Commercial General Commercial
CG	General Commercial	
CO	Administrative Office	
CH	Highway Commercial	
CS	Service Commercial	
Industrial Zoning Districts		
CI	Commercial Industrial	Industrial and Commercial/Industrial
IO	Office Industrial	
IC	Campus Industrial	
IL	Light Industrial	
IG	General Industrial	
Public, Open Space, and Recreational Zoning Districts		
OS	Open Space	Open Space
PF	Public Facilities	Public Facilities
SRL	Sports Recreation Leisure (A & B)	Sports Recreation Leisure

B. Overlay Zones and Combining Districts. The Zoning Code and Zoning Map include the overlay zones and combining districts shown in Table 18.14-2. Overlay zones and combining districts impose additional regulations on properties beyond what is required by the underlying base zoning district.

TABLE 18.14-2: OVERLAY ZONES

Overlay Zone Symbol	Name of Overlay Zone or Combining District
AFSR	Active Fault Surface Rupture Combining District
DGF	Downtown Ground Floor Overlay Zone
DTSP	Downtown Specific Plan Overlay Zone
H	Hillside Combining District
PD	Planned Development Combining District

C. Legacy Zones.

1. A legacy zone is base zoning district, overlay zone, or combining district which was applied to a property prior to July 7, 2018, remains the zoning in effect for the property, but which may not be applied to any additional properties as of July 7, 2018. All rules and regulations of the legacy zone, and any subsequent amendments thereto, continue to apply to the subject property.
2. The Zoning Map shows the following three legacy zones:
 - a. Residential Planned Development (RPD) overlay district.
 - b. Planned Unit Development (PUD) base zoning district.
 - c. Conditional (C) base zoning district.
3. Where a legacy zone is shown on the Zoning Map, the requirements of that legacy zone as originally applied to a property remain in full force and effect.
4. Permitted land uses, development standards, and other provisions that apply within a legacy zone may be amended in accordance with Chapter 18.114 (Zoning Code Amendments).

18.14.030 – Zoning Map

- A. Adoption.** The City Council hereby adopts the Morgan Hill Zoning Map (“Zoning Map”), which establishes the boundaries of all base zoning districts and overlay zones provided for in the Zoning Map.
- B. Incorporation by Reference.** The Zoning Map, including all legends, symbols, notations, references, and other information shown on the map, is incorporated by reference and made a part of the Zoning Code.
- C. Location.** The Zoning Map is kept, maintained, and updated electronically by the Development Services Department, and is available for viewing by the public at the Department and on the official Morgan Hill City website.

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PART 2

Zoning Districts

Chapter 18.16 – Residential Detached Zoning Districts..... 16-1

- 18.16.010 – Purpose of the Residential Detached Zoning Districts
- 18.16.020 – Land Use Regulations
- 18.16.030 – Development Standards

Chapter 18.18 – Residential Attached Zoning Districts..... 18-1

- 18.18.010 – Purpose of the Residential Attached Districts
- 18.18.020 – Land Use Regulations
- 18.18.030 – Development Standards

Chapter 18.22 – Mixed Use Zoning Districts.....22-1

- 18.22.010 – Purpose of the Mixed Use Zoning Districts
- 18.22.020 – Land Use Regulations
- 18.22.030 – Mixed Use in the MU-F Zoning District
- 18.22.040 – Development Standards

Chapter 18.24 – Commercial Zoning Districts..... 24-1

- 18.24.010 – Purpose of the Commercial Zoning Districts
- 18.24.020 – Land Use Regulations
- 18.24.030 – Development Standards

Chapter 18.26 – Industrial Zoning Districts..... 26-1

- 18.26.010 – Purpose of the Industrial Zoning Districts
- 18.26.020 – Land Use Regulations
- 18.26.030 – Development Standards

Chapter 18.28 – Open Space, Public, and Recreation Zoning Districts..... 28-1

- 18.28.010 – Purpose of the Open Space, Public, and Recreation Zoning Districts
- 18.28.020 – Land Use Regulations
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Chapter 18.30 – Overlay Zones and Combining Districts..... 30-1

- 18.30.010 – Purpose of Overlay Zones and Combining Districts
- 18.30.020 – Downtown Ground Floor Overlay Zone

- 18.30.030 – Downtown Specific Plan Overlay Zone
- 18.30.040 – Hillside Combining District
- 18.30.050 – Planned Development Combining District
- 18.30.060 – Active Fault Surface Rupture Combining District

Chapter 18.16 – RESIDENTIAL DETACHED ZONING DISTRICTS

Sections:

18.16.010 – Purpose of the Residential Detached Zoning Districts

18.16.020 – Land Use Regulations

18.16.030 – Development Standards

18.16.010– Purpose of the Residential Detached Zoning Districts

A. General. The purpose of the residential detached zoning districts is to support attractive, safe, and friendly single-family residential neighborhoods consistent with Morgan Hill's unique small-town feel. Development within the residential detached zoning districts features high quality design that enhances the visual character of the community. The mass, scale, and design of new homes support pleasant and walkable neighborhoods that complement Morgan Hill's existing community character.

B. Specific.

1. **Residential Estate (RE).** The purpose of the RE zoning district is to provide locations for detached single-family homes on large lots in a semi-rural setting. The RE zoning district is divided into three subzones allowing for a range of permitted residential densities.
2. **Residential Detached Low Density (RDL).** The purpose of the RDL zoning district is to provide locations for detached single-family homes in low-density single-family neighborhoods. The RDL zoning district is divided into two subzones allowing for a range of permitted residential densities.
3. **Residential Detached Medium Density (RDM).** The purpose of the RDM zoning district is to provide locations for detached single-family homes and a limited number of duet units in medium-density single-family neighborhoods. The RDM zoning district is divided into two subzones allowing for a range of permitted residential densities.
4. **Residential Detached High Density (RDH).** The purpose of the RDH zoning district is to provide locations for detached single-family homes on small lots and a limited number of duet units in high-density single-family neighborhoods.

18.16.020– Land Use Regulations

A. Permitted Land Uses. Table 18.16-1 identifies land uses permitted in the residential districts.

TABLE 18.16-1: PERMITTED LAND USES – RESIDENTIAL DETACHED ZONING DISTRICTS

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required – Use not allowed	Zoning District				Additional Regulations
	RE	RDL	RDM	RDH	
Residential Uses					
Accessory Dwelling Units	P	P	P	P	Chapter 18.84
Duets	-	-	P [1,2]	P [2]	
Residential Care Facilities, Small	P	P	P	P	
Single-Family Detached Dwellings	P	P	P	P	
Public and Quasi-Public Uses					
Community Assembly	C	C	C	C	
Cultural Institutions	C	C	C	C	
Day Care Centers	C	C	C	C	
Home Day Care, Large and Small	P	P	P	P	
Parks and Recreational Facilities [5]	C	C	C	C	
Public Safety Facilities	C	C	C	C	
Schools, Public and Private	C	C	C	C	
Transportation, Communication, and Utility Uses					
Wireless Communications Facilities	See Chapter 18.96				
Agriculture and Natural Resource Uses					
Crop Cultivation	P [3,4]	-	-	-	
Other Uses					
Accessory Uses	See Chapter 18.44				
Home Occupations	See Section 18.92.060				
Temporary Uses	See Section 18.92.150				
Urban Agriculture					
Home Gardens	P	P	P	P	
Community Gardens	A	A	A	A	
Urban Farms	C	C	C	C	

Notes:

[1] Permitted on corner lots only.

[2] Limited to no more than 25 percent of total dwelling units within a single project or subdivision, excluding two-lot subdivisions.

[3] Mushroom farms are prohibited.

[4] On-site sale of products is prohibited.

[5] Park and recreational facilities accessory to a residential use (e.g., a clubhouse serving a residential subdivision) are permitted by right.

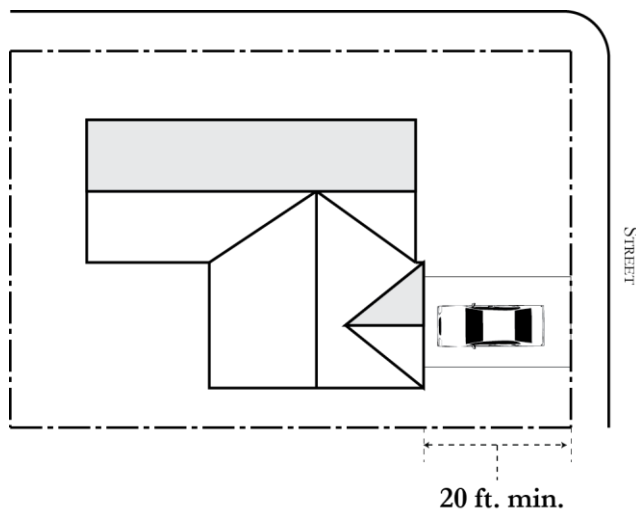
B. Additional Permits. In addition to permits identified in Table 18.16-1, proposed projects in the detached residential zoning districts may also require a Design Permit pursuant to Section 18.108.040 (Design Permits). Modifications to a historic resource may require a Historic Alteration pursuant to Chapter 18.60 (Historic Resources).

- C. Residential Building Allotments.** All residential development must comply with the voter-approved Residential Development Control System (RDCS) as established in Chapter 18.78 (Residential Development Control System). The RDCS requires proposed residential projects to first receive residential building allotments before applying for land use entitlements. Section 18.78.050.C (Exemptions from Allotments) identifies types of residential projects exempt from the requirement to obtain residential building allotments.

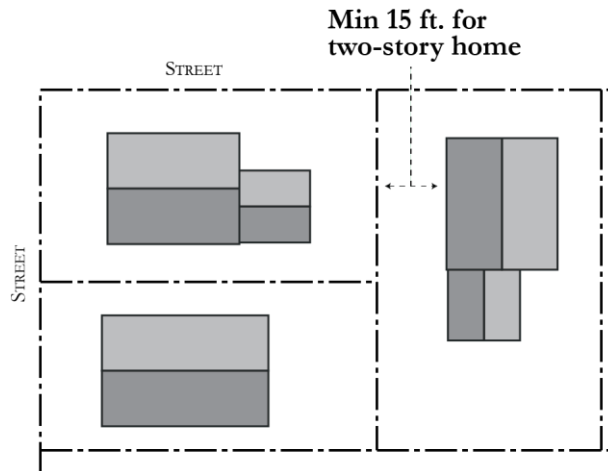
18.16.030– Development Standards

- A. General.** Tables 18.16-2, 18.16-3, and 18.16-4 identify development standards in the residential detached zoning districts.
- B. Garage and Carport Setbacks.** The entrance of a garage or carport shall be setback a minimum of 20 feet from the edge of a sidewalk or public right-of-way, whichever is closer. See Figure 18.16-1.

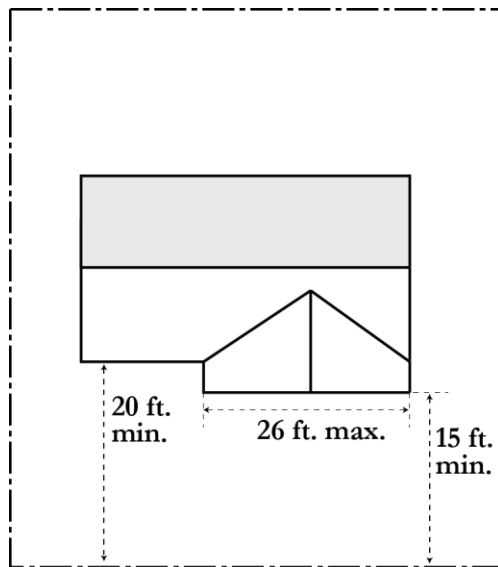
FIGURE 18.16-1: GARAGE SETBACKS



- C. Reverse Corner Lots – RDM and RDH Zoning Districts.** In the RDM and RDH zoning districts, a 15-foot minimum side yard setback is required when the side yard of a two-story residence is adjacent to a rear yard on an adjoining lot. See Figure 18.16-2.

FIGURE 18.16-2: REVERSE CORNER LOTS – RDM ZONING DISTRICT

- D. Reduced Front Setbacks – RDM Zoning District.** The minimum front setback in the RDM zoning district is 15 feet for up to a 26-foot wide portion of the front elevation of a home. See Figure 18.16-3.

FIGURE 18.16-3: REDUCED FRONT SETBACK – RDM ZONING DISTRICT

- E. Cul-De-Sac Lot Width.** In all detached residential zoning districts, the minimum width of a cul-de-sac lot is 40 feet as measured along the radius of the front property line.
- F. Arterial Roadway Setbacks.** The following setback requirements apply to residential development adjacent an arterial roadway, as identified in the General Plan.

1. The minimum front yard setback for residential development fronting an arterial roadway is 30 feet.
2. All residential development with rear or side yard setback areas adjacent to an arterial street shall provide a minimum fence/wall setback of 15 feet with an average of 20 feet from the face of the curb.

G. Freeway Setbacks. The minimum setback for residential development adjacent to the freeway is 60 feet. Accessory structures and ancillary uses, excluding guest houses or other habitable living space, may be located within the 60-foot setback area.

TABLE 18.16-2: RESIDENTIAL ESTATE (RE) DISTRICT DEVELOPMENT STANDARDS

	Residential Estate Subzones			Additional Standards
	RE-10	RE-2.5	RE-1	
Site Requirements				
Lot Area, Minimum	10 acres	2.5 acres	1 acre	
Lot Width, Minimum	200 ft.	150 ft.	100 ft.	18.16.030.F
Lot Depth, Minimum	200 ft.	150 ft.	100 ft.	
Building Coverage, Maximum	15%	25%	30%	
Structure Requirements				
Setbacks, Minimum				18.56.030
Front	50 ft.	50 ft.	25 ft.	18.16.030.C & G
Rear	50 ft.	25 ft.	25 ft.	
Interior Side	50 ft.	25 ft.	20 ft.	
Street Side	25 ft.	15 ft.	15 ft.	
Height, Maximum	30 ft.			18.56.020

TABLE 18.16-3: RESIDENTIAL DETACHED LOW AND MEDIUM DENSITY DISTRICT DEVELOPMENT STANDARDS

	RDL-20,000	RDL-12,000	RDM-9,000	RDM-7,000	Additional Standards
Site Requirements					
Lot Area, Minimum					
Single-Family Lot or Corner Duplex	20,000 sq. ft.	12,000 sq. ft.	9,000 sq. ft.	7,000 sq. ft.; 7,500 sq. ft. for corner lots	
Corner Duet Lot [1]			4,200 sq. ft.	3,500 sq. ft.	
Lot Width, Minimum					18.16.030.F
Single-Family Lot	100 ft.	75 ft.	70 ft.	60 ft.	
Corner Duet Lot			40 ft.	40 ft.	
Lot Depth, Minimum	100 ft.	100 ft.	85 ft.	85 ft.	
Building Coverage, Maximum	40%	40%	50%	50%	
Structure Requirements					
Setbacks, Minimum					18.56.030
Front	25 ft.	25 ft.	<u>First Story:</u> 20 ft. <u>Upper Stories:</u> 25 ft.	<u>First Story:</u> 20 ft. <u>Upper Stories:</u> 25 ft.	18.16.030.C, E & G
Rear	25 ft.	25 ft.	<u>First Story:</u> 20 ft. <u>Upper Stories:</u> 25 ft.	<u>First Story:</u> 20 ft. <u>Upper Stories:</u> 25 ft.	
Interior Side	15 ft.	<u>First Story:</u> 10 ft. <u>Upper Stories:</u> 15 ft.	<u>First Story:</u> 5 ft. <u>Upper Stories:</u> 12.5 ft.	<u>First Story:</u> 5 ft. <u>Upper Stories:</u> 12.5 ft.	18.16.030.D
Street Side	15 ft.	15 ft.	15 ft.	15 ft.	
Height, Maximum	30 ft.	30 ft.	30 ft.	30 ft.	18.56.020

Notes:

[1] The combined lot area of two adjacent duet lots may be no less than the minimum lot area required for single-family detached dwellings.

TABLE 18.16-4: RESIDENTIAL DETACHED HIGH DENSITY DISTRICT DEVELOPMENT STANDARDS

	RDH-4,500	Additional Standards
Site Requirements		
Lot Area, Minimum		
Single-family detached lots	4,500 sq. ft.	
Corner single-family detached lots	5,000 sq. ft.	
Duet lots	3,500 sq. ft.	
Lot Width, Minimum		18.16.030.F
Lots less than 5,000 sq. ft.	40 ft.	
Lots 5,000 sq. ft. or greater	50 ft.	
Lot Depth, Minimum	85 ft.	
Floor Area Ratio, Maximum	52%	
Structure Requirements		
Setbacks, Minimum		18.56.030
Front	<u>First story:</u> 15 ft. <u>Upper stories:</u> 20 ft.	18.16.030.C & G
Rear	15 ft.	
Interior Side	<u>First story:</u> 10% of lot width <u>Upper stories:</u> 15% of lot width	
Street Side	9 ft.	
Height, Maximum	35 ft.	18.56.020

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Chapter 18.18 – RESIDENTIAL ATTACHED ZONING DISTRICTS

Sections:

18.18.010 – Purpose of the Residential Attached Districts

18.18.020 – Land Use Regulations

18.18.030 – Development Standards

18.18.010– Purpose of the Residential Attached Districts

- A. General.** The purpose of the residential attached zoning districts is to provide locations for attached housing types to meet the full range of housing needs in Morgan Hill. The residential attached zoning districts accommodate small lot single-family homes, townhomes, and multi-family dwellings at a range of densities. The residential attached zoning district increases housing options for seniors, young people, renters, and smaller households. Housing in the residential attached zoning district is carefully integrated with surrounding development, supports the economic vitality of nearby commercial areas, and increases opportunities for residents to walk or bike to destinations.
- B. Specific.**
1. **Residential Attached Low Density (RAL).** The purpose of the RAL zoning district is to provide locations for low density attached housing types. The RAL zoning district is divided into two subzones allowing for a range of permitted residential densities.
 2. **Residential Attached Medium Density (RAM).** The purpose of the RAM zoning district is to provide locations for medium density attached housing types.
 3. **Residential Attached High Density (RAH).** The purpose of the RAH zoning district is to provide locations for high density attached housing types typically within and adjacent to Downtown Morgan Hill.

18.18.020– Land Use Regulations

- A. Permitted Land Uses.** Table 18.18-1 identifies land uses permitted in the residential attached zoning districts.

TABLE 18.18-1: PERMITTED LAND USES – RESIDENTIAL ATTACHED ZONING DISTRICTS

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required – Use not allowed	Zoning District			Additional Regulations
	RAL	RAM	RAH	
Residential Uses				
Accessory Dwelling Units	P [2]	P [2]	P [2]	Chapter 18.84
Duets and Duplexes	P	P	P	
Group Housing	C [1]	C	C	
Multi-Family Dwellings	P	P	P	
Nursing Homes and Long-Term Care	C	C	C	
Residential Care Facilities	C	C	C	
Residential Care Facilities, Small	P	P	P	
Single-Family Attached Dwellings	P	P	P	
Single-Family Detached Dwellings	P [3, 4]	P [4]	P [4]	
Public and Quasi-Public Uses				
Community Assembly	C	C	C	
Cultural Institutions	C	C	C	
Day Care Centers	C	C	C	
Home Day Care, Large and Small	P	P	P	
Parks and Recreational Facilities [5]	C	C	C	
Public Safety Facilities	C	C	C	
Schools, Public and Private	C	C	C	
Transportation, Communication, and Utility Uses				
Wireless Communication Facilities	See Chapter 18.96			
Other Uses				
Accessory Uses and Structures	See Chapter 18.44			
Home Occupations	See Section 18.92.060			
Temporary Uses and Structures	See Section 18.92.150			
Urban Agriculture				
Home Gardens	P	P	P	
Community Gardens	A	A	A	
Urban Farms	C	C	C	

Notes:

[1] Limited to no more than eight residents.

[2] Permitted only on lots occupied by one existing or proposed detached single-family home.

[3] Up to 25 percent of homes within a development project may be small-lot single family homes with a maximum lot area of 3,500 square feet.

[4] Permitted only on a lot of record existing prior to July 7, 2018.

[5] Park and recreational facilities accessory to a residential use (e.g., a clubhouse serving a residential subdivision) are permitted by right.

- B. Additional Permits.** In addition to permits identified in Table 18.18-1, development projects in the attached residential zoning districts may also require a Design Permit pursuant to Section 18.108.040 (Design Permits). Modifications to a historic resource may require a Historic Alteration pursuant to Chapter 18.60 (Historic Preservation).
- C. Residential Building Allotments.** All residential development must comply with the voter-approved Residential Development Control System (RDCS) as established in Chapter 18.78 (Residential Development Control System). The RDCS requires proposed residential projects to first receive residential building allotments before applying for land use entitlements. Section 18.78.050.C (Exemptions from Allotments) identifies types of residential projects exempt from the requirement to obtain residential building allotments.

18.18.030– Development Standards

- A. General.** Tables 18.18-2 and 18.18-3 identifies development standards in the residential attached zoning districts.
- B. Alternative Standards for RAL and RAM Zoning Districts.** Proposed development in the RAL and RAM zoning districts may utilize alternative development standards in Chapter 18.40 (Alternative Standards for Medium Density Residential Development). These standards apply to small lot single-family homes, townhomes, courtyard homes, and other housing types appropriate for a low- and medium-density residential setting.
- C. Cul-De-Sac Lot Width.** The minimum width of a cul-de-sac lot is 40 feet as measured along the radius of the front property line.
- D. Arterial Roadway Setbacks.** The following setback requirements apply to residential development adjacent an arterial roadway, as identified in the General Plan.
 1. The minimum front yard setback for residential development fronting an arterial roadway is 30 feet.
 2. All residential development with rear or side yard setback areas adjacent to an arterial street shall provide a minimum fence/wall setback of 15 feet with an average of 20 feet from the face of the curb.

TABLE 18.18-2: RESIDENTIAL ATTACHED LOW DENSITY DEVELOPMENT STANDARDS

	Residential Attached Low Density Subzones		
	RAL-3,500	RAL-3,000	Additional Standards
Site Requirements			
Lot Area, Minimum			
Duplex lots	7,000 sq. ft.	6,000 sq. ft.	
Duplex corner lots	7,500 sq. ft.	6,500 sq. ft.	
Duet lots	3,500 sq. ft.	3,000 sq. ft.	
Duet corner lots	3,750 sq. ft.	3,250 sq. ft.	
Multi-family and other uses	3,500 sq. ft.	3,000 sq. ft.	
Lot Width, Minimum			18.18.030.D
Duplex lots	70 ft.	70 ft.	
Duplex corner lots	80 ft.	80 ft.	
Duet and single-family attached lots	30 ft.	30 ft.	
Duet and single-family attached corner lots	40 ft.	40 ft.	
Other uses allowed in Table 18.18-1	50 ft. or as determined through the Conditional Use Permit		
Lot Depth, Minimum	85 ft.	85 ft.	
Building Coverage, Maximum	50%	50%	
Site Area per Dwelling Unit, minimum	3,500 sq. ft.	3,000 sq. ft.	
Structure Requirements			
Setbacks, Minimum			18.56.030
Front	20 ft.	20 ft.	18.18.030.E
Rear	15 ft.; or 20 ft. for two-story, located adjacent to a single-family district	15 ft.; or 20 ft. for two-story, located adjacent to a single-family district	
Interior Side	5 ft.	5 ft.	
Street Side	15 ft.	15 ft.	
Height, Maximum	30 ft.	30 ft.	18.56.020

TABLE 18.18-3: RESIDENTIAL ATTACHED MEDIUM DENSITY AND HIGH DENSITY DEVELOPMENT STANDARDS

	RAM	RAH	Additional Standards
Site Requirements			
Lot Area, Minimum	6,000 sq. ft.; 4,500 sq. ft. for corner lots	6,000 sq. ft.; 6,500 sq. ft. for corner lots	
Lot Width, Minimum	60 ft.	40 ft.	18.18.030.D
Lot Depth, Minimum	85 ft.	75 ft.	
Building Coverage, Maximum	60%	60%	
Site Area per Dwelling Unit, Minimum	2,000 sq. ft.	1,100 sq. ft.	
Structure Requirements			
Setbacks, Minimum			18.56.030
Front	15	15	18.18.030.E
Rear	20	15	
Interior Side	5	5	
Street Side	15	15	
Height, Maximum	3 stories or 40 ft., whichever is less; min. 10 ft. for roof element on 3 story structure	3 stories or 40 ft., whichever is less; min. 10 ft. for roof element on 3 story structure	18.56.020

E. Freeway Setbacks. The minimum setback for residential development adjacent to the freeway is 60 feet. Accessory uses and buildings may be located within the 60-foot setback area.

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Chapter 18.22 – MIXED USE ZONING DISTRICTS

Sections:

- 18.22.010 – Purpose of the Mixed Use Zoning Districts
- 18.22.020 – Land Use Regulations
- 18.22.030 – Mixed Use in the MU-F Zoning District
- 18.22.040 – Development Standards

18.22.010 – Purpose of the Mixed Use Zoning Districts

- A. General.** The purpose of the mixed use zoning districts is to provide for active and inviting destinations in Morgan Hill with a diversity of residential and commercial land uses. In the mixed use zoning districts the design of development supports a welcoming, pedestrian-friendly public realm. A diversity of local and independent businesses, recreational amenities, and public spaces meet the needs of residents, workers, and visitors. New development respects Morgan Hill's history and reflects its unique small-town feel. The diversity of land uses, pedestrian-friendly development, and general level of activity in the mixed use zoning districts supports a range of transportation choices, including walking, biking, and transit.
- B. Specific.**
1. **Downtown Mixed Use (MU-D).** The purpose of the Downtown Mixed Use (MU-D) zoning district is to preserve and enhance Downtown as the heart of Morgan Hill and the center of the community. New development supports a walkable Downtown district with active storefronts and a diversity of commercial, residential, and public uses. The intensity of residential uses enhances economic vitality, increases housing options for residents of all ages, and support a vibrant and diverse destination for residents and visitors. The MU-D zoning district implements the community's vision for Downtown Morgan Hill as described in the Downtown Specific Plan.
 2. **Neighborhood Mixed Use (MU-N).** The purpose of the Neighborhood Mixed Use (MU-N) zoning district accommodates a range of residential and commercial land uses in close proximity to Downtown. A range of housing types provide residents with affordable housing options and increase opportunities to live close to stores, services, jobs, and transit. The MU-N zoning district provides a transition from the higher intensity uses in the Downtown Core to lower density residential neighborhoods.
 3. **Mixed Use Flex (MU-F).** The purpose of the MU-F zoning district is to accommodate a mixture of residential and commercial uses typically along the Monterey Road corridor north and south of Downtown. New mixed use development may be vertical (residences above ground floor commercial) or

horizontal (separate buildings with different uses on a single site). Development in the MU-F zoning district creates attractive gateways into Morgan Hill, provides a range of housing options, and creates new centers of activity to serve surrounding neighborhoods.

18.22.020 – Land Use Regulations

- A. Permitted Land Uses.** Table 18.22-1 identifies land uses permitted in the MU-N and MU-F zoning districts. For permitted land uses in the MU-D zoning district, see Figure 8 in the Downtown Specific Plan.

TABLE 18.22-1: PERMITTED LAND USES – MU-N AND MU-F ZONING DISTRICTS

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required – Use not allowed	Zoning District		Additional Regulations
	MU-N	MU-F	
Residential Uses			Section 18.22.030
Accessory Dwelling Units	P [1]	P [1]	Chapter 18.84
Duets and Duplexes	P	C	
Group Housing	C	C	
Live/Work Unit	A	A	
Mixed Use Residential	P	P	
Multi-Family Dwellings	P	C	
Nursing Homes and Long-Term Care	C	C	
Residential Care Facilities	C	C	
Residential Care Facilities, Small	P	P	
Senior Housing, Independent Living	P	C	
Single-Family Attached Dwellings	P	C	
Single-Family Detached Dwellings	P	C	
Public and Quasi-Public Uses			
College and Trade Schools	P	P	
Community Assembly	C	C	
Cultural Institutions	A	A	
Day Care Centers	C	C	
Emergency Shelters	-	C	Section 18.92.050
Government Offices	A	A	
Home Day Care, Large	C	C	
Home Day Care, Small	P	P	
Hospitals	C	C	
Instructional Services	P	P	
Medical Offices and Clinics	P	P	

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required - Use not allowed	Zoning District		Additional Regulations
	MU-N	MU-F	
Parks and Recreational Facilities	P	P	
Public Safety Facilities	C	C	
Schools, Public and Private	C	C	
Social Services	-	C	
Commercial Uses			
Animal-Related Users			
Veterinarian Clinics and Hospitals	C	C	
Banks and Financial Institutions	P	P	
Business Support Services	P	P	
Cinemas and Theaters	A	A	
Commercial Recreation, Indoor			
≤ 15,000 sq. ft.	P	P	
> 15,000 sq. ft.	C	C	
Drive-Through Facilities	C	C	18.92.040
Eating and Drinking Uses			
Bars and Nightclubs	C	C	
Restaurant, Fast Food	P	P	
Restaurants, Sit Down	P	P	
Tasting Rooms	P	P	
Farmers Markets	A	A	
Lodging Facilities			
Bed and Breakfast	A	A	
Hotels and Motels	C	C	
Personal Services	P	P	
Professional Offices	P	P	
Retail			
Convenience Market	A	A	18.92.030
General Retail	P	P	
Vehicle-Related Uses			
Fuel and Service Stations	-	C	
Vehicle Rentals	-	C	
Vehicle Washing	-	C	
Industrial Uses			
Food and Beverage Production			
< 5,000 sq. ft. [3]	P	P	

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required – Use not allowed	Zoning District		Additional Regulations
	MU-N	MU-F	
5,000 sq. ft. to 10,000 sq. ft. [3]	C	C	
Transportation, Communication, and Utility Uses			
Parking Lots or Structures [2]	C	C	
Recycling Facilities			
Reverse Vending Machines	–	C	
Transportation Terminals	–	–	
Wireless Communications Facilities	See Chapter 18.96		
Other Uses			
Accessory Uses	See Chapter 18.44		
Home Occupations	See Section 18.92.060		
Temporary Uses	See Section 18.92.150		

Notes:

[1] Permitted only on lots with one existing or proposed new detached single-family dwelling.

[2] When proposed as a primary use.

[3] On-site wholesale or retail sales required.

- B. Replacement Housing.** Any proposed project that would replace existing rental housing occupied by a low or moderate-income household with commercial development or higher density residential uses shall comply with Municipal Code Chapter 15.30 (Replacement Housing).
- C. Additional Permits.** In addition to permits identified in Table 18.22-1, development projects in the mixed use zoning districts may also require a Design Permit pursuant to Section 18.108.040 (Design Permits). Modifications to a historic resource may require a Historic Alteration pursuant to Chapter 18.60 (Historic Resources).
- D. Residential Building Allotments.** All residential development must comply with the voter-approved Residential Development Control System (RDSCS) as established in Chapter 18.78 (Residential Development Control System). The RDSCS requires proposed residential projects to first receive residential building allotments before applying for land use entitlements. Section 18.78.050.C (Exemptions from Allotments) identifies types of residential projects exempt from the requirement to obtain residential building allotments.

18.22.030 – Residential and Mixed Use in the MU-F Zoning District

Residential and residential mixed use is not allowed in the MU-F zoning district until the completion of a master plan for the Monterey Corridor.

18.22.040 – Development Standards

A. General. Table 18.22-2 identifies development standards that apply in the mixed zoning districts.

TABLE 18.22-2: DEVELOPMENT STANDARDS IN MIXED USE ZONING DISTRICTS

	MU-D	MU-N	MU-F	Additional Standards
Site Requirements				
Lot Area, Minimum	3,500 sq. ft.	6,000 sq. ft.	6,000 sq. ft.	
Lot Width, Minimum	40 ft.	60 ft.	60 ft.	
Lot Depth, Minimum	80 ft.	100 ft.	100 ft.	
Floor Area Ratio, Maximum	2.0 [1]	1.0	0.5	
Residential Density				
Minimum	None	8 du/acre	7 du/acre	
Maximum	None	20 du/acre	24 du/acre	
Building Coverage, Maximum	None	75%	50%	
Structure Requirements				
Setbacks	See Table 18.22-3			18.56.030
Height, Maximum	3 stories and 45 ft. [2]	35 ft. [3,4]	35 ft. [3]	18.56.020

Notes:

[1] 2.25 FAR permitted on sites 22,000 sq. ft. or more.

[2] Four stories and 55 ft. permitted on sites 22,000 sq. ft. or more.

[3] 45 ft. permitted with a minimum of 10 ft. devoted to a roof element.

[4] 40 ft. allowed for vertical mixed use, regardless of roof form

B. Setbacks. Table 18.22-3 identifies setback standards that apply in the mixed zoning districts. Within each zoning district, setback standards for residential uses are different from setback standards for non-residential and mixed use development. See Figure 18.24-

TABLE 18.22-3: SETBACK STANDARDS IN MIXED USE ZONING DISTRICTS

	MU-D		MU-N		MU-F	
Setback	Res.	Non-Res. [1]	Res.	Non-Res. [1]	Res.	Non-Res. [1]
Front	<u>Min:</u> 6 ft. [2] <u>Max:</u> 15 ft.	<u>Min:</u> 0 ft. <u>Max:</u> 10 ft.	<u>Min:</u> 6 ft. [2] <u>Max:</u> 15 ft.	<u>Min:</u> 0 ft. [3] <u>Max:</u> 10 ft.	<u>Min:</u> 15 ft. [2] <u>Max:</u> None	<u>Min:</u> 10 ft. [4] <u>Max:</u> None
Rear, Min.	0 ft.	10 ft.	0 ft.	10 ft.	20 ft.	10 ft.
Interior Side, Min.	5 ft.	0 ft.	5 ft.	0 ft.	5 ft.	0 ft.
Street Side, Min.	6 ft.	0 ft.	6 ft.	0 ft.	10 ft.	10 ft. [4]

Notes:

- [1] Includes mixed use buildings with residential uses above ground floor commercial.
 [2] Residential porches and similar entry features may project 5 ft. into the front setback. See Figure 18.22-1.
 [3] Building wall must be setback a minimum of 10 feet from the edge of curb. See Figure 18.22-2.
 [4] Outdoor seating, courtyards, and other publicly-accessible spaces may project 5 feet into the front setback.

C. Residential Transition Standards – MU-N and MU-F. Where a property zoned MU-N or MU-F abuts a residential zoning district, projects shall comply with increased setbacks, upper story stepbacks, and landscaping standards as specified in Section 18.92.130 (Residential Transition Standards).

FIGURE 18.22-1: PERMITTED PROJECTION INTO FRONT SETBACK – RESIDENTIAL USES

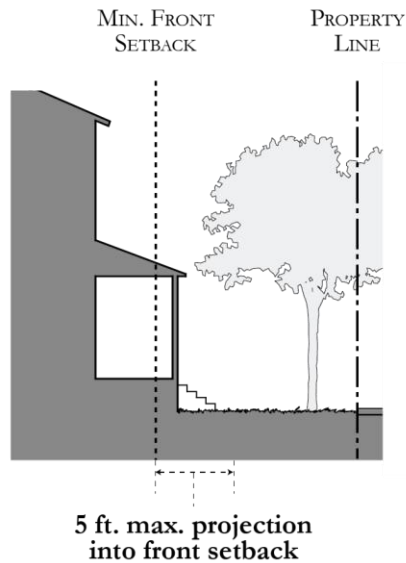
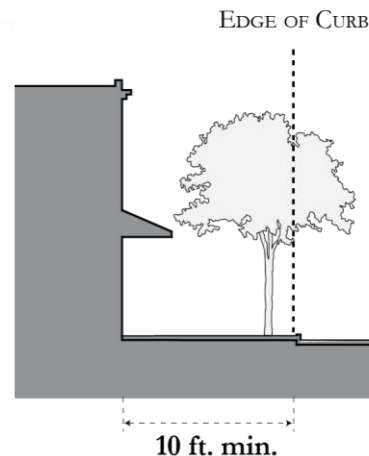


FIGURE 18.22-2: MINIMUM SETBACK FROM CURB – MU-N ZONING DISTRICT



Chapter 18.24 – COMMERCIAL ZONING DISTRICTS

Sections:

18.24.010 – Purpose of the Commercial Zoning Districts

18.24.020 – Land Use Regulations

18.24.030 – Development Standards

18.24.010– Purpose of the Commercial Zoning Districts

A. General. The purpose of the commercial zoning districts is to provide locations for a variety of commercial uses to meet the need of residents, visitors, and workers in Morgan Hill. Development within the commercial zoning districts is attractively designed to enhance Morgan Hill's unique character and economic prosperity. Commercial uses are clustered and concentrated to utilize land resources efficiently and support a balanced transportation system. Employment uses accommodate a diversity of jobs that contribute to a dynamic local economy.

B. Specific.

1. **Administrative Office (CO).** The purpose of the CO zoning district is to provide an area where professional, general commercial offices and limited personal services may develop in close relationship with each other outside of other commercial districts.
2. **Neighborhood Commercial (CN).** The purpose of the CN zoning district is to provide a location for retail, office, and service uses to serve residents living in surrounding neighborhoods.
3. **General Commercial (CG).** The purpose of the CG zoning district is to provide a location for a broad range of commercial and employment uses to serve Morgan Hill residents, workers, and visitors.
4. **Highway Commercial (CH).** The purpose of the CH zoning district is to provide areas adjacent to the freeway that can accommodate highway and tourist-oriented uses and uses which require the high visibility of thoroughfare locations.
5. **Service Commercial (CS).** The purpose of the CS zoning district is to provide an area for commercial services that may be inappropriate in neighborhood or pedestrian-oriented shopping areas, and which generally require automotive access for customer convenience, servicing of vehicles or equipment, loading or unloading, or parking of commercial service vehicles.

18.24.020 – Land Use Regulations

A. Permitted Land Uses. Table 18.24-1 identifies land uses permitted in the commercial zoning districts.

TABLE 18.24-1 PERMITTED LAND USES IN THE COMMERCIAL ZONING DISTRICTS

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required - Use not allowed	Zoning District					Additional Regulations
	CO	CN	CG	CH	CS	
Residential Uses						
Caretaker Quarters	-	-	C	-	C	
Nursing Homes and Long-Term Care	C	C	C	-	-	
Residential Care Facilities	-	C	-	-	-	
Public and Quasi-Public Uses						
Colleges and Trade Schools	-	C	C	-	-	
Community Assembly	C	C	C	-	-	
Cultural Institutions	C	C	C	-	C	
Day Care Centers	-	C	A	-	C	
Government Offices	-	P	P	-	C	
Instructional Services	P	A	A	A	A	
Medical Offices and Clinics	P	P	P	A	C	
Schools, Public and Private	C	C	C	-	-	
Social Services	C	C	C	-	C	
Commercial Uses						
Animal-Related Uses	-					
Animal Boarding	-	C	C	-	C	
Veterinarian Clinics and Hospitals	P	A	A	A	P	
Banks and Financial Institutions	P	P	P	P	P	
Business Support Services	-	P	P	P	P	
Cinemas and Theatres	-	A	A	A	A	
Commercial Recreation, Indoor						
≤ 15,000 sq. ft.	C	P	P	P	P	
> 15,000 sq. ft.	-	C	C	C	C	
Drive-Through and Drive-In Facilities	C	C	C	C	C	18.92.040
Eating and Drinking Uses						
Bars and Nightclubs	-	C	C	-	-	
Restaurants, Fast Food	-	C	P	P	C	
Restaurants, Sit-Down	-	C	P	P	C	
Tasting Rooms	-	C	A	P	C	
Funeral Parlors and Mortuaries	-	-	C	-	C	
Lodging Facilities						
Hotels and Motels	-	C	A	P	A	
Mini-Storage	-	-	C	-	C	

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required - Use not allowed	Zoning District					Additional Regulations
	CO	CN	CG	CH	CS	
Personal Services	P	P	P	-	C	
Plant Nurseries	-	-	C	-	P	
Professional Offices	P	P	P	P	P	
Retail Uses						
Convenience Markets	-	C	C	C	C	
General Retail	-	P	P	P	C	
Home Improvement Centers	-	-	P	-	P	
Large Commodity Retail	-	-	C	-	C	
Vehicle-Related Uses						
Fuel and Service Stations	-	C	C	C	C	
Towing and Impound	-	-	-	-	C	
Vehicle Rentals	-	C [2]	C [2]	P	P	
Vehicle Repair and Maintenance, Minor	-	-	C	-	P	
Vehicle Sales and Leasing	-	C [1]	C [1]	P	P	
Vehicle Washing	-	C	C	C	C	
Wholesaling	-	-	C	-	P	
Industrial Uses						
Construction and Material Yards	-	-	-	-	C	
Food and Beverage Production						
< 5,000 sq. ft. [3]	-	A	A	A	A	
5,000 sq. ft. to 10,000 sq. ft. [3]	-	A	A	C	A	
> 10,000 sq. ft.	-	-	-	-	C	
Research and Development	-	-	-	-	C	
Warehousing and Distribution, Large and Small	-	-	-	-	C	
Transportation, Communication, and Utility Uses						
Freight Terminals and Transfer	-	-	-	C	-	
Light Fleet-Based Services	-	C	C	-	C	
Parking Lots and Structures	-	-	C	-	C	
Recycling Facilities						
Reverse Vending Machine	-	C	C	C	C	
Recycling Collection Facility	-	-	-	-	C	
Transportation Terminals		-	-	-	C	
Utilities, Major	-	-	C	-	C	
Wireless Communications Facilities		See Chapter 18.96				

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required – Use not allowed	Zoning District					Additional Regulations
	CO	CN	CG	CH	CS	
Other Uses						
Accessory Uses	See Chapter 18.44					
Temporary Uses	See Section 18.92.150					

Notes:

- [1] Allowed only when conducted entirely within an enclosed building without outdoor storage and display of vehicles.
 [2] Vehicles stored outdoors must be fully screened from public view.
 [3] On-site wholesale or retail sales required.

- B. Additional Permits.** In addition to permits identified in Table 18.24-1, development projects in the commercial zoning districts may also require a Design Permit pursuant to Section 18.108.040 (Design Permits). Modifications to a historic resource may require a Historic Alteration pursuant to Chapter 18.60 (Historic Resources).
- C. Outdoor Uses and Storage.** In the commercial zoning districts, all uses shall be conducted wholly within a completely enclosed building except as follows:
1. In the CS zoning district, outdoor storage associated with any permitted use is allowed with a Conditional Use Permit.
 2. In the CG zoning district, outdoor storage and display associated with a Home Improvement Center is allowed with a Conditional Use Permit.

18.24.030– Development Standards

- A. General.** Table 18.24-2 identifies development standards that apply in the commercial zoning districts.
- B. Residential Transition Standards.** Where a property zoned in a commercial zoning district abuts a residential zoning district, projects shall comply with increased setbacks, upper story stepbacks, and landscaping standards as specified in Section 18.92.130 (Residential Transition Standards).

TABLE 18.24-2: DEVELOPMENT STANDARDS IN THE COMMERCIAL ZONING DISTRICTS

	CO	CN	CG	CH	CS	Additional Standards
Site Requirements						
Lot Area, Minimum	6,000 sq. ft.	10,000 sq. ft.	10,000 sq. ft.	20,000 sq. ft.	10,000 sq. ft.	
Lot Width, Minimum	60 ft.	100 ft.	100 ft.	70 ft.	100 ft.	
Lot Depth, Minimum	100 ft.	100 ft.	100 ft.	125 ft.	100 ft.	
Building Coverage, Maximum	50%	50%	50%	40%	50%	
Structure Requirements						
Setbacks, Minimum						18.56.030
Front	20 ft.	25 ft.	25 ft.	40 ft.	25 ft.	
Rear	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.	
Interior Side	10 ft.	0 ft.	0 ft.	0 ft.	0 ft.	
Street Side	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	
Height, Maximum	3 stories or 30 ft., whichever is less	2 ½ stories or 30 ft., whichever is less	3 stories or 35 ft., whichever is less	4 stories or 55 ft., whichever is less	3 stories or 35 ft., whichever is less	18.24.030.B; 18.56.020

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Chapter 18.26 – INDUSTRIAL ZONING DISTRICTS

Sections:

18.26.010 – Purpose of the Industrial Zoning Districts

18.26.020 – Land Use Regulations

18.26.030 – Development Standards

18.26.010– Purpose of the Industrial Zoning Districts

- A. General.** The purpose of the industrial zoning districts is to provide locations to maintain and focus industrial development in economically and geographically strategic locations in Morgan Hill. Permitted land uses in the industrial zoning districts are limited to avoid potential conflicts that would adversely impact industrial activities. Development is designed to enhance the economic vitality of industrial areas and limit impacts on adjacent development.
- B. Specific.**
1. **Commercial Industrial (CI).** The purpose of the CI zoning district is to promote job-generating development of lands by allowing flexibility in the mix of industrial, office, and commercial uses that are compatible with existing development. Lodging uses (e.g., hotels) that support primary job generating uses within business districts are allowed.
 2. **Light Office Industrial (IO).** The purpose of the IO zoning district is to provide areas for mixed administrative and executive office uses in appropriate areas within the community.
 3. **Campus Industrial (IC).** The purpose of the IC zoning district is to provide an environment exclusively for and conducive to the development and protection of modern administrative facilities, research institutions and specialized manufacturing operations.
 4. **Light Industrial (IL).** The purpose of the IL zoning district is to provide areas for research, administrative, lighter manufacturing, wholesale and heavy service commercial uses not suitable in commercial districts.
 5. **General Industrial (IG).** The purpose of the IG zoning district is to provide areas for general industrial, manufacturing, wholesale and service uses needed by the city and region subject to regulations necessary to protect other nearby uses from hazards and noise and other disturbances.

18.26.020– Land Use Regulations

A. Permitted Land Uses. Table 18.26-1 identifies land uses permitted in the industrial zoning districts.

TABLE 18.26-1 PERMITTED LAND USES IN THE INDUSTRIAL ZONING DISTRICTS

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required – Use not allowed	Zoning District					Additional Regulations
	CI	IO	IC	IL	IG	
Residential Uses						
Caretaker Quarters	–	–	–	C	C	
Public and Quasi-Public Uses						
Colleges and Trade Schools	C	C	C	C	C	
Community Assembly	C	–	–	C	C	
Instructional Services	A	–	–	–	–	
Medical Offices and Clinics	A	–	–	–	–	
Parks and Recreational Facilities	C	–	–	C	C	
Public Safety Facilities	C	–	–	C	C	
Commercial Uses						
Adult Businesses	–	–	P	P	P	18.92.020
Animal-Related Commercial Uses						
Animal Boarding	C	–	–	C	C	
Veterinarian Clinics and Hospitals	A	A	A	C	C	
Banks and Financial Institutions	C [4]	–	–	–	–	
Business Support Services	P	C	P	P	P	
Cinemas and Theaters	A	–	–	–	–	
Commercial Recreation, Indoor						
≤ 15,000 sq. ft.	P	C	C	C	C	
> 15,000 sq. ft.	C	C	C	C	C	
Eating and Drinking Uses						
Restaurants, Fast Food	C [4]	– [5]	– [5]	– [5]	– [5]	
Restaurants, Sit-Down	C [4]	– [5]	– [5]	– [5]	– [5]	
Tasting Rooms	P [6]	–	–	A [6]	A [6]	
Lodging Facilities						
Hotels and Motels	P	–	–	–	–	
Mini-Storage	–	–	–	C	C	18.92.100
Personal Service	C [4]	– [5]	– [5]	– [5]	– [5]	
Plant Nurseries	C	–	–	P	P	
Professional Offices	P	P	P	P	P	

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required – Use not allowed	Zoning District					Additional Regulations
	CI	IO	IC	IL	IG	
Retail						
Building Materials	C	–	–	P	P	
Convenience Markets	C [4]	– [5]	– [5]	– [5]	– [5]	
General Retail	C [4]	– [5]	– [5]	– [5]	– [5]	
Home Improvement Centers	C	–	–	C	C	
Large Commodity Retail	C	–	–	C	C	
Vehicle-Related Uses						
Towing and Impound	–	–	–	C	P	
Vehicle Repair and Maintenance, Major	–	–	–	C	P	
Vehicle Repair and Maintenance, Minor	–	–	–	P	P [1]	
Wholesaling	P	–	–	P	P	
Industrial Uses						
Construction and Material Yards	C	C	C	P	P	18.36.030.C
Food and Beverage Production						
< 5,000 sq. ft. [7]	A [2]	A [2]	A [2]	P [2]	P [2]	
5,000 sq. ft. to 10,000 sq. ft. [7]	C [2]	C [2]	C [2]	P [2]	P [2]	
> 10,000 sq. ft.	C	C	C	P [2,8]	P [2,8]	
Manufacturing, Light	P	C [3]	C	P	P	
Manufacturing, General	–	–	–	–	C	
Research and Development	P	P	P	P	P	
Salvage and Wrecking	–	–	–	–	C	
Warehousing and Distribution						
Warehousing and Distribution, Large	C	C [3]	C [3]	C	P	
Warehousing and Distribution, Small	C	C [3]	C [3]	P	P	
Warehousing and Distribution with Outdoor Storage	C	–	–	C	C	
Transportation, Communication, and Utility Uses						
Freight Terminals and Transfer	–	–	–	–	C	
Light Fleet-Based Services	C	–	C	P	P	
Recycling Facilities						
Reverse Vending Machine	P	C	C	P	P	
Recycling Collection Facility	C	–	–	C	C	
Recycling Processing Facility	–	–	–	–	C	
Utilities, Major	–	–	–	C	C	

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required – Use not allowed	Zoning District					Additional Regulations
	CI	IO	IC	IL	IG	
Wireless Communications Facilities	See Chapter 18.96					
Agriculture and Natural Resource Uses						
Crop Cultivation	–		–			
Other Uses						
Accessory Uses	See Chapter 18.44					
Temporary Uses	See Section 18.92.150					

Notes:

- [1] Retail sale of automotive products allowed only when ancillary to a vehicle repair and maintenance use. Retail display areas for automotive products may not exceed 25 percent of the building floor area.
- [2] Must be 150 feet or more from a residential zoning district, otherwise requires a CUP.
- [3] Permitted only when ancillary to another permitted use.
- [4] Allowed as a primary use only when the Planning Commission finds that the use supports the primary job-generating uses within a business park setting.
- [5] Allowed when accessory to a permitted primary use subject to the limitations in Section 18.26.020.D (Accessory Uses).
- [6] Allowed only when accessory to a brewery, winery, or other alcoholic beverage production facility. Tasting rooms must be located within the building occupied by the primary use and may not exceed 5,000 square feet or 10 percent of the gross floor area of the building, whichever is less.
- [7] On-site wholesale or retail sales required.
- [8] Conditional Use Permit required when the type of food being produced will emit a generally offensive odor. Examples include primary processing of seafood, coffee roasting, pickled foods, or processes involving primarily fat and oils.

B. Additional Permits. In addition to permits identified in Table 18.26-1, development projects in the industrial districts may also require a Design Permit pursuant to Section 18.108.040 (Design Permits). Modifications to a historic resource may require a Historic Alteration pursuant to Chapter 18.60 (Historic Resources).

C. Outdoor Uses.

1. In the IO zoning district, all uses shall be conducted wholly within a completely enclosed building. Outdoor uses are prohibited.
2. In all other industrial zoning districts, outdoor uses shall be screened from public view and the area containing the outdoor use shall meet the minimum design standards applicable to off-street parking facilities as specified in Section 18.72.060 (Parking Design and Development Standards).

D. Accessory Uses.

1. In all industrial zoning districts, retail, personal service, recreation, restaurants, and other similar uses are permitted as an accessory use provided the following conditions are met:
 - a. The use is conducted within the building occupied by the primary use; and
 - b. The use is to serve only employees and guests of the primary use; and

- c. The use is limited to no more than 3,000 square feet or 10 percent of the floor area of the primary use, whichever is less.
2. Tasting rooms associated with a brewery, winery, or other alcoholic beverage production facility are allowed in industrial zoning districts as specified in Table 18.26-1.

18.26.030– Development Standards

- A. General.** Table 18.26-2 identifies development standards that apply in the industrial zoning districts.

TABLE 18.26-2: INDUSTRIAL ZONING DISTRICT DEVELOPMENT STANDARDS

	CI	IO	IC	IL	IG	Additional Standards
Site Requirements						
Lot Area, Minimum	20,000 sq. ft.	40,000 sq. ft.	5 acres	20,000 sq. ft.	20,000 sq. ft.	
Lot Width, Minimum	100 ft.	100 ft.	300 ft.	100 ft.	150 ft.	
Lot Depth, Minimum	100 ft.	100 ft.	300 ft.	100 ft.	100 ft.	
Floor Area Ratio, Maximum	0.5/0.6 [1]	0.6	0.5	0.6	0.6	
Building Coverage, Maximum	60%	40%	40%	50%	60%	
Structure Requirements						
Setbacks, Minimum						Chapter 18.56
Front	30 ft.	40 ft.	50 ft.	30 ft.	30 ft.	
Rear	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.	
Interior Side	10 ft.	10 ft.	25 ft.	10 ft.	15 ft.	
Street Side	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	
Height, Maximum	4 stories or 55 ft., whichever is less	35 ft.	50 ft.	50 ft.	50 ft.	18.56 18.26.030.B

Notes:

[1] An FAR of 0.6 is allowed for industrial uses. An FAR of 0.5 is allowed for non-industrial land uses.

- B. Residential Transition Standards.** Where a property in an industrial zoning district abuts a residential zoning district, projects shall comply with increased setbacks, upper story setbacks, and landscaping standards as specified in Section 18.92.130 (Residential Transition Standards).
- C. Cul-De-Sac Lot Width.** In all industrial zoning districts except for the IC zoning district, the minimum width of a cul-de-sac lot is 80 feet as measured along the radius of the front property line.

- D. Joint Access Agreement - IL, IG Zoning Districts.** For parcels of less than 40,000 square feet in area, a joint mutual access agreement between adjoining parcels shall be required for reasonable vehicular and pedestrian passage.

Chapter 18.28 – OPEN SPACE, PUBLIC, AND RECREATION ZONING DISTRICTS

Sections:

18.28.010 – Purpose of the Open Space, Public, and Recreation Zoning Districts

18.28.020 – Land Use Regulations

18.28.030 – Development Standards

18.28.010 – Purpose of the Open Space, Public, and Recreation Zoning Districts

- A. Open Space.** The purpose of the Open Space (OS) zoning district is to preserve and enhance open space lands as a limited and valuable resource in Morgan Hill. The OS zoning district is intended to permit limited but reasonable use of open space lands while reducing exposure to geologic hazards, to preserve agricultural land, and to preserve the topographic features that contribute to Morgan Hill's unique identity.
- B. Public Facilities.** The purpose of the Public Facilities (PF) zoning district is to provide a location for schools, governmental offices, parks and recreational facilities, fire and police stations, utilities, and other public and quasi-public facilities to serve the community.
- C. Sports Recreation and Leisure (SRL).** The purpose of the SRL zoning district is to provide a location for a variety of private commercial, retail, and public or quasi-public land sports, recreation, and leisure uses to serve the community. The SRL zoning district includes two sub-zones:
 - 1. The SRL-A sub-zone which supports lower intensity sports, recreation, and leisure uses that are compatible with nearby agricultural and open space activities; and
 - 2. The SRL-B sub-zone which supports lower and medium intensity sports, recreation, and leisure uses.

18.28.020 –Land Use Regulations

A. Open Space and Public Facility Zones.

- 1. **Permitted Land Uses – General.** Table 18.28-1 identifies land uses permitted in the Open Space (OS) and Public Facilities (PF) zoning districts.

TABLE 18.28-1: PERMITTED LAND USES IN THE OPEN SPACE AND PUBLIC FACILITIES ZONING DISTRICTS

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required - Use not allowed	Zoning District		Additional Regulations
	OS	PF	
Residential Uses			
Accessory Dwelling Units	P	-	Chapter 18.84
Agricultural Labor Accommodations	C	-	
Single-Family Detached Dwellings	P	-	
Public and Quasi-Public Uses		-	
Cemeteries	C	C	
Colleges and Trade Schools	-	C	
Community Assembly	-	C	
Cultural Institutions	-	P [1]	
Day Care Centers	-	C	
Emergency Shelters	-	P	
Government Offices	-	P	
Home Day Care, Small	P	-	
Hospitals	-	P	
Instructional Services	-	P [1]	
Parks and Recreational Facilities	P	P [1]	
Public Safety Facilities	C	P	
Schools, Public	-	P	
Schools, Private	-	C	
Commercial Uses			
Animal-Related Commercial Uses			
Animal Boarding	C	-	
Equestrian Centers	C	-	
Farmer's Markets	C	C	
Plant Nurseries	C [2]	-	
Transportation, Communication, and Utility Uses		-	
Parking Structures and Facilities	-	P [1]	
Utilities, Major	-	C	
Wireless Communications Facilities	See Chapter 18.96		
Agriculture and Natural Resource Uses			
Crop Cultivation	P	-	
Animal Raising and Production, Intensive	C	-	

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required - Use not allowed	Zoning District		Additional Regulations
	OS	PF	
Animal Raising and Production, Limited	P	-	
Wildlife Refuges	P	-	
Other Uses			
Accessory Uses	See Chapter 18.44		
Home Occupations	See Section 18.92.060		
Temporary Uses	See Section 18.92.150		

Notes:

[1] A Conditional Use Permit is required if not owned or operated by a governmental agency.

[2] Sales are limited to horticultural products grown on site.

B. Design Permit for Residential Uses in the OS Zone. In addition to projects requiring Design Permits pursuant to 18.108.040 (Design Permits), the construction of new residential uses requires a Design Permit to verify conformance with Section 18.28.030.B (Performance Standards in OS Zone) and all other applicable requirements.

C. Sports Recreation and Leisure Zones. Table 18.28-2 identifies land uses permitted in the SRL-A and SRL-B sub-zones.

TABLE 18.28-2: PERMITTED LAND USES IN THE SPORTS RECREATION LEISURE ZONING DISTRICT

Key P Permitted use C Conditional Use Permit required - Use not allowed	Zoning District		Additional Regulations
	SRL-A	SRL-B	
Residential Uses			
Single-family detached dwellings	P [1]	P [1]	
All other new residential land uses	-	-	
Commercial Uses			
Drive-through establishments	-	C [6]	
Gas and service stations	-	C	
Hotel and motels	-	C	
Restaurants	-	C	
Retail that is sports-themed or sports/recreation-serving	-	C	
Sports, Recreation, and Leisure Uses			
Adventure sports facilities	P	P	
Arts and crafts studios	P	P	
Batting cages	P	P	
Bowling alleys	-	-	

Key P Permitted use C Conditional Use Permit required – Use not allowed	Zoning District		Additional Regulations
	SRL-A	SRL-B	
Campgrounds	-	-	
Casinos, card clubs, and gambling facilities	-	-	
Cinemas and movie theaters	-	-	
Day spas, barbershops, and hair salons	C [2]	C [2]	
Equestrian centers	P	P	
Golf courses	P [3]	P [3]	
Health and fitness clubs and indoor recreation centers oriented to local residents	C [4]	C [4]	
Indoor or outdoor sports centers	P	P	
Outdoor race tracks for cars, go-karts, or similar use;	-	-	
Pool and billiards halls	-	-	
Recreational vehicle parks	-	-	
Sports Fields	P	P	
Stadiums	-	-	
Swimming pools, indoor and outdoor	P [5]	P [5]	
Agriculture and Natural Resource Uses			
Crop cultivation	P	P	
Farmer’s market	P	P	
Sales of agricultural products grown on site	P	P	
Wineries	P	P	
Transportation, Communication, and Utility Uses			
Wireless communications facilities	See Chapter 18.96		
Other Uses			
Accessory Uses and Structures	See Chapter 18.44		
Home Occupations	See Section 18.92.060		
Temporary Uses	See Section 18.92.150		

Notes:

[1] Permitted only on a legal lot of record established in the unincorporated area prior to August 1, 2014.

[2] May be permitted with a Conditional Use Permit if ancillary to hotel or motel use.

[3] Golf courses in excess of three holes are prohibited.

[4] Fitness and exercise facilities ancillary to a primary destination-oriented sports/recreation/leisure use are allowed with a Conditional Use Permit.

[5] Permitted if ancillary to hotel or motel use.

[6] No more than two drive-through establishments are permitted in the SRL-B zone.

D. Additional Permits. In addition to permits identified in Table 136-1, development projects in the open space, public, and recreation zoning districts may also require a Design Permit pursuant to Section 18.108.040 (Design Permits). Modifications to a historic resource may require a Historic Alteration pursuant to Chapter 18.60. (Historic Resources).

- E. Hillside Combining District.** Development on site with an average slope of 10 percent or greater are subject to the requirements of Section 18.30.040 (Hillside Combining District).

18.28.030 Development Standards

- A. General.** Table 18.28-3 identifies development standards that apply in the public, open space, and recreation zoning districts.

TABLE 18.28-1: PUBLIC, OPEN SPACE, AND RECREATION DEVELOPMENT STANDARDS

	OS	PF	SRL-A	SRL-B	Additional Standards
Site Requirements					
Lot Area, Minimum	5 acres	None	1 acre	1 acre	
Lot Width, Minimum	100 feet		100 ft.	100 ft.	
Lot Depth, Minimum	None		150 ft.	150 ft.	
Impervious Coverage, Maximum	10% [1]	As required by review authority	None	None	
Building Coverage, Maximum	5% [2]		30%	50%	
Structure Requirements					
Setbacks, Minimum					18.56.030
Front	50 ft.	As required by review authority	30 ft.	20 ft.	
Rear	50 ft.		50 ft.	15 ft.	
Interior Side	50 ft.		20 ft.	15 ft.	
Street Side	25 ft.		30 ft.	20 ft.	
Height, Maximum	2 stories or 25 ft.		35 ft.	35 ft.	18.56.020

Notes:

[1] Planning Commission may allow greater impervious surface with a Conditional Use Permit.

[2] 30 percent for those existing lots less than 5 acres.

- B. Performance Standards in OS Zoning District.** The following standards apply to all development and land uses in the OS zoning district.

1. **Stormwater Runoff.** In addition to requirements in Chapter 18.140 (Post Construction Stormwater Pollution Prevention), development shall comply with the following standards:
 - a. Permanent vegetation and improvements capable of carrying stormwater runoff in a safe manner shall be installed to the extent possible before the vegetative cover is removed from the area.
 - b. Sediment basins, including debris basins, desilting basins and silt traps, shall be installed and maintained to reserve sediment from runoff waters of land undergoing development.

2. **Public Services and Infrastructure.** Construction of dwellings for which Conditional Use Permits are required are permitted only if the proposed dwelling units are served by public sewers, public water, , and ingress/egress that comply with minimum fire department standards. The City may grant exceptions to the public sewer and public water requirements for:
 - a. Areas that were annexed into the city outside the urban service area with approved private water and septic systems; and
 - b. Secondary dwellings where a private septic tank disposal system has been approved for the primary dwelling on the same parcel of land.
- C. **Outdoor Storage in the PF Zone.** Areas used for outdoor storage in the PF zoning district shall meet the minimum design standards applicable to off-street parking facilities as specified in Section 18.72.060 (Parking Design and Development Standards).

Chapter 18.30 – OVERLAY ZONES AND COMBINING DISTRICTS

Sections:

- 18.30.010 – Purpose of Overlay Zones and Combining Districts
- 18.30.020 – Downtown Ground Floor Overlay Zone
- 18.30.030 – Downtown Specific Plan Overlay Zone
- 18.30.040 – Hillside Combining District
- 18.30.050 – Planned Development Combining District
- 18.30.060 – Active Fault Surface Rupture Combining District

18.30.010 – Purpose of Overlay Zones and Combining Districts

- A. Overlay Zones.** An overlay zone is a defined geographic area shown on the Zoning Map where special requirements apply in addition to the underlying base zoning district requirements.
- B. Combining Districts.** A combining district is a designation applied to a property, or a portion of a property, indicating that special requirements apply in addition to the base zoning district requirements. If and when a combining district is applied to a property, it is shown on the Zoning Map with the combining district label attached to base zoning district label (e.g., “RE (H)”).
- C. Conflicting Requirements.** Whenever a requirement of an overlay zone or combining district conflicts with a requirement of the underlying base zone, the overlay zone or combining district requirement shall control. Where two or more overlay zone or combining district requirements conflict, the review authority for the requested permit or approval shall determine the appropriate requirement.

18.30.020 – Downtown Ground Floor Overlay Zone

- A. Purpose of Downtown Ground Floor Overlay Zone.** The purpose of the Downtown Ground Floor (-GF) overlay zone is to ensure that ground floor land uses fronting Monterey Road and Third Street in Downtown Morgan Hill support an active and engaging pedestrian environment in a manner consistent with the Downtown Specific Plan.
- B. Applicability.** The -GF overlay zone applies to parcels fronting portions of Monterey and Third Streets within the Downtown Specific Plan boundary as shown on the Zoning Map.
- C. Ground Floor Defined.** For the purposes of this section, "ground floor" means the first floor which is above grade.

D. Land Uses Regulations.

1. **Ground Floor Uses.** Figure 8 in the Downtown Specific Plan identifies land uses permitted and conditionally permitted on the ground floor fronting Monterey Road or Third Street in the -GF overlay zone. These land use regulations replace the land use regulations of the underlying base district for ground floor land uses. Ground floor land uses not specifically identified in Figure 8 in the Downtown Specific Plan as permitted or conditionally permitted are prohibited in the GF overlay zone unless allowed by the Planning Commission in accordance with Paragraph 3 (Unlisted Uses) below.
2. **Upper Floor Uses.** Land uses permitted and conditionally permitted in upper floor tenant spaces in the -GF overlay zone shall be the same as in the underlying base zone.
3. **Unlisted Uses.** Land uses not listed as permitted or conditionally permitted in Figure 8 in the Downtown Specific Plan may be allowed with a Conditional Use Permit if the Planning Commission finds the unlisted land use is equivalent to a use permitted or conditionally permitted in the -GF overlay zone in accordance with Section 18.08.040.B (Unlisted Land Uses).

E. Administrative Use Permits in the Ground Floor (-GF) Overlay Zone

1. **Purpose.** Administrative Use Permits shall be used to allow ground floor office and personal service uses in the GF overlay zone upon finding that the retail market is not sufficiently strong to accommodate land uses permitted by-right in the GF overlay zone.
2. **Application Requirements.** Requirements for the submittal, review, and action on an Administrative Use Permit application shall be as described in Section 18.108.020 (Administrative Use Permits) and Chapter 18.104 (Common Permit Requirements) unless otherwise specified in this section.
3. **Application Submittal Requirements.** Administrative Use Permit applications shall contain the information and materials required by the Community Development Director, including the following:
 - a. Statement of proposed operations, including but not limited to number of employees, proposed hours of operation, and if applicable, how the personal service use relates to the retail use within the tenant space; and
 - b. Materials which demonstrate that the subject space in the building has been advertised for lease to retail tenants for at least six months, but the owner has been unable to locate a suitable retail tenant at market rates.
4. **Findings.** To approve an Administrative Use Permit, the Community Development Director shall make all of the findings in Section 18.108.020.E (Findings for Approval) plus one or more of the following additional findings:

- a. The subject space in the building has been advertised for lease to retail tenants for at least six months days, but the owner has been unable to locate a suitable retail tenant at market rates; or
 - b. The vacancy rate for commercial space exceeds five percent in the -GF overlay zone combining district; or
 - c. For personal service uses, the applicant has demonstrated that the use is ancillary to a retail use within the tenant space and provides a continuity of display window visual interest.
- 5. **Conditions of Approval.** The Community Development Director may impose conditions on the approval of an Administrative Use Permit to achieve consistency with the General Plan, Zoning Code, or Downtown Specific Plan. Conditions may include, but are not limited to, requirements that the City and/or applicant:
 - a. Review the use at a future time or upon certain triggering events;
 - b. Set an expiration date for the administrative use permit at some future time or upon certain triggering events;
 - c. Make specific site maintenance and/or improvements;
 - d. Maintain the personal service use as ancillary to the retail use with the same tenant space and maintain the visual interest of display window with the retail component;
 - e. Install and maintain landscaping,
 - f. Maintain safe vehicular ingress, egress, and traffic circulation; and
 - g. Comply with development schedules or time limits for performance or completion of tenant improvements.
- 6. **Permit Duration.** Approval of an Administrative Use Permit for ground floor uses in the -GF overlay zone shall be valid for three years from the date of approval unless an extension is granted in accordance with Subsection 7 below.
- 7. **Permit Extensions.**
 - a. An Administrative Use Permit for ground floor uses in the GF overlay zone may be extended one or more times by the Community Development Director for up to up to three years for each extension.
 - b. An application for an extension may be submitted in writing no sooner than nine months from the expiration date of the previously approved Administrative Use Permit.
 - c. The application submittal, review, and approval process shall be the same as for the Administrative Use Permit that originally authorized the ground floor use.
- F. **Development Standards.** The development standards that apply in the -GF overlay zone shall be the same as the underlying base zone.

18.30.030 – Downtown Specific Plan Overlay Zone

- A. Purpose.** The Downtown Specific Plan (DTSP) overlay zone identifies areas where the requirements of the Downtown Specific Plan apply.
- B. Applicability.** The DTSP overlay zone applies to parcels within the boundary of the Downtown Specific Plan as shown on the Zoning Map.
- C. Effect of Downtown Specific Plan Overlay.**
 - 1. All proposed land uses and development within the DTSP overlay shall comply with the requirements of the Downtown Specific Plan.
 - 2. In the case of conflict between the Downtown Specific Plan and the requirements of the Zoning Code, the Downtown Specific Plan shall govern.

18.30.040 – Hillside Combining District

- A. Purpose of Hillside Combining District.** The purpose of the Hillside (H) combining district is to allow for the orderly development of hillside areas while preserving significant environmental features and protecting public safety in geologically unstable areas.
- B. Applicability.**
 - 1. The H combining district applies to all areas within the City having an average slope of ten percent or greater.
 - 2. A planned development overlay zoning district shall be required for all subdivisions in with an H combining district where five or more lots are proposed.
- C. Development Standards.**
 - 1. **Building Restrictions on Steep Slopes.**
 - a. Buildings, private streets, and driveways may not be constructed on slopes greater than 20 percent except as allowed by subparagraph b below.
 - b. Minor encroachments onto slopes greater than 20 percent may be allowed when the review authority finds that the proposed encroachment will not conflict with the purpose and intent of the H combining district.
 - 2. **Minimum Lot Area.**
 - a. The minimum lot size in the H combining district shall not be less than "A" as determined by the formula:

$$A = S \times 2,000$$

Where "S" is the average slope of the lot to be created in terms of percent.
 - b. For lots with an average slope greater than 50 percent, the minimum lot size is 5 acres.

- c. Lots with an average slope of ten percent or greater may be created in exception to the slope/area formula above if the lots to be created contain an area of slope less than ten percent which is equal to or greater than the minimum lot size required by the underlying zone. In such a case, a deed restriction must be recorded for such lots which restrict building to the area in which the average slope is ten percent or less.

3. **Calculating Ground Slope.**

- a. The average ground slope shall be calculated using the following formula:

$$S = 0.00229IL/A$$

Where:

S= Average ground slope in percent

I=Contour interval in feet

L=Combined length of the contour lines in feet

A=The gross area in acres of the parcel or lot

- b. Measurements along contours shall be made at contour intervals not to exceed ten feet, and a horizontal map scale of one inch equals two hundred feet or larger.

4. **Land Modification Restrictions.**

- a. Areas on a lot with a slope exceeding 20 percent may not be altered by grading, altering natural features, removing natural vegetation, or by any activity related to the preparation of the lot for development.
- b. The Planning Commission may allow exceptions to the land modification restrictions above to protect the public health, safety, and welfare. Exceptions may be granted to:
 - (1) Install fire trails;
 - (2) Remove of poisonous or noxious vegetation;
 - (3) Remove or thin vegetation as part of a fire-protection program approved by the Fire Chief;
 - (4) Abate geologic or seismic hazard; or
 - (5) Protect public safety through other methods as approved by the Planning Commission.

- 5. **Open Space Requirements.** Table 18.30-1 identifies the minimum percentage of lot area to remain in open space with no grading or terrain alteration.

TABLE 18.30-1: OPEN SPACE REQUIREMENTS

Average Ground Slope (Percent)	Minimum Percent of Lot Area to Remain in Open Space
12.5 to 14.9	32.5%
15.0 to 17.4	40.0%
17.5 to 19.9	47.5%
20.0 to 22.4	55.0%
22.5 to 24.9	62.5%
25.0 to 27.4	70.0%
27.5 to 29.9	77.5%
30.0 and above	85.0%

6. **One Dwelling Unit Allowed Per Lot.**
 - a. If no portion of a lot contains slopes of less than twenty percent, and the lot is a legally-established lot of record, one dwelling unit may be constructed on the lot.
 - b. Development when allowed by this section shall conform with the recommendations in the engineering geologic or geotechnical report prepared by a qualified engineer geologist as required by the provisions of Chapter 18.70 (Geologic Hazards) and any other conditions of approval or mitigation measures adopted for the proposed project.
7. **Ridgeline Development.** Buildings are prohibited within 80 feet of a ridgeline unless the review authority for the proposed project finds that:
 - a. There are no other feasible locations on the lot other than the proposed ridgeline building site which can accommodate the building;
 - b. The proposed development is consistent with all other requirements of the applicable zone;
 - c. The applicant has attempted a transfer of development credits (TDC) in accordance with Subsection F (Transfer of Development Credits) as an alternative to building on the proposed ridgeline site; and
 - d. The applicant has exhausted all possible avenues to accommodate development in area away from the proposed ridgeline building site.
8. **Cut-and-Fill Slopes.** Cut-and-fill slopes shall not be steeper than two horizontal to one vertical (2:1) unless stabilized by a retaining wall or cribbing, as approved by the Building Official.

9. **Erosion-Control Plan.** The City shall approve an erosion-control plan prior to any physical development within the H combining district. The plan shall meet the standards contained in Municipal Code Chapter 13.30 – Urban Storm Water Quality Management & Discharge Control.

D. El Toro Mountain Open Space Preservation

1. The following hillside areas of El Toro Mountain shall be preserved as open space to the maximum extent possible:
 - a. Areas above the 600-foot elevation in Llagas Valley and Paradise Valley; and
 - b. Areas above the 500-foot elevation in all other areas.
2. Subdivisions proposed in areas specified above shall include open-space easement dedications to guarantee the permanent preservation of open space.
3. Prior to approving development in the areas specified above, the review authority shall find that the applicant made every reasonable effort to avoid the development in these areas, including a transfer of development credits (TDC) and/or the establishing of a Planned Development (PD) overlay.

E. Transfer of Development Credits. This section allows for the transfer development credits (TDCs) from "transferor sites" in areas where development is restricted by the H combining district to "recipient sites" in other areas of the city authorized to receive TDCs. The City Council may from time to time authorize by resolution a TDC from one lot to another lot, where such authorization is found to be consistent with the General Plan and this section.

1. **General Standards.**
 - a. **Permitted Recipient Sites.** Zones in which an increase in the number of dwelling units are permitted are restricted to the residential zones listed in Chapter 18.16 (Residential Detached Zoning Districts).
 - b. **Number of Units on a Site.** The number of dwelling units permitted on a site may not exceed ten percent of the maximum residential development credits transfer, exclusive of density bonuses provided by other sections of this title.
 - c. **Maximum Density Bonus.** The maximum density bonus on any site shall not exceed 25 percent, including affordable housing and TDC density bonuses.
 - d. **Environmental Study.** An environmental study shall be prepared to determine the carrying capacity of the property from which development credits are being transferred. If environmental findings determine that the site, or a portion thereof, is unbuildable due to environmental constraints, the development credits to be transferred shall be reduced accordingly, prior to determining the number of units permissible under the slope-density formula.
 - e. **Minimum Area.** The site to which the TDC is proposed shall be no less than one acre.

- f. **Setback Requirements.** All setback requirements of the more restrictive district found along the perimeter of the site shall apply to perimeter yards on the site to which the transfer of development credits is proposed, unless the site is zoned for PD zoning.
 - g. **Calculation of TDC Credits.** TDCs shall be calculated in accordance with the slope-density regulations of this section, base district minimum lot sizes and this section.
 - (1) In all hillside areas of the City, with the exception of El Toro Mountain, the number of TDCs shall be determined as provided in Section 18.30.040.D (El Toro Mountain Open Space Preservation).
 - (2) On El Toro Mountain, the number of TDCs available to property within the city limits shall be twice that determined as provided in Section 18.30.040.C.2 (Minimum Lot Area). The number of transferable development credits available to property on El Toro Mountain which is outside the city limits shall be twice that allowed by the Zoning Ordinance of Santa Clara County. The calculation of transferable development credits for El Toro Mountain shall be as follows:

$$(\text{Number of Acres/Minimum Lot Size}) \times 2 = \text{Number of transferable development credits}$$
 - (3) The number of TDCs available to properties on El Toro Mountain above that allowed to other hillside areas of the city may only be used for transfer to other properties of slopes less than twenty percent and may not be used to increase on-site development potential.
 - (4) In the calculation of TDCs, a fraction occurring at the end of a calculation which is 0.5 or larger shall be considered a full development credit. The City Council may also exclude from calculation any existing dwelling and appurtenant structures on the site to be preserved.
2. **Application.** An applicant for a TDC shall contain the following information and materials:
- a. A title report and any other documentation disclosing all existing interests or obligations against the transferor site property to be affected by the open space easement. If other interests exist, a subordination agreement (in a recordable form) acknowledging the reservation of the City of Morgan Hill's open space easement claim shall be submitted with the title report.
 - b. When known, the location and land area of the recipient site to which such credits are to be transferred, the projected total number of dwelling units that would result on the recipient site from such a transfer, and a statement of the character of the projected housing development.

- c. A legal description of the open space to be preserved on the transferor site by the transfer, accompanied by an open space (scenic) easement suitable for recordation and the applicable open-space policy to be implemented by the transfer.
 - d. The location, site area, and related residential development credits of the transferor site which the applicant proposes to transfer.
 - e. Where applicable, the number of building allotments granted to the recipient site under the Residential Development Control System (RDCS).
3. **City Action.** Upon approval of the Planning Commission and the City Council of a TDC application, the City Clerk shall issue a TDC certificate to the applicant in a form approved by the City Manager. The following actions must be taken prior to these development credits being effectively conveyed to and utilized by the recipient property:
- a. Approval by the Planning Commission of a detailed site plan of the recipient site to which the development credits are to be transferred;
 - b. Where recipient site is known, execution and recordation with the County Recorder's Office of an instrument legally sufficient both in form and content to effect conveyance of the TDC from the transferor to the recipient site. Such instrument shall specifically set forth the credits to be conveyed and the resultant total residential development credits assignable to the recipient site;
 - c. Execution and recordation with the County Recorder's office of an instrument legally sufficient in form and content to effect conveyance of a permanent open space easement in the transferor site dedicated to the City. Such open space easement shall be unencumbered by any prior interests or, if so encumbered, shall be accompanied by and recorded together with subordination agreement with evidence that all persons or entities having any interest in the transferor site have acknowledged the creation and transfer of development credits, consented to the terms and conditions of the open space easement, and waived the priority of any rights or claims they may have in the transferor site. Recordation of the executed open space easement and accompanying subordination agreement shall serve as notice of the dedication of open space in the transferor site and shall be incorporated in the deeds of the transferor site; and
 - d. Other requirements as established by the City Council.

18.30.050 – Planned Development Combining District

- A. Purpose of the Planned Development Combining District.** The purpose of the Planned Development (PD) combining district is to allow for high quality development that deviates from standards and regulations applicable to base zoning districts in Morgan Hill. The PD combining district is intended to promote creativity in building design, flexibility in permitted land uses, and innovation in development concepts. The PD

combining district provides land owners with enhanced flexibility to take advantage of unique site characteristics and develop projects that will provide public benefits for residents, employees, and visitors.

B. Where Allowed. The PD combining district may be applied to any property in Morgan Hill with an area of 1 acre or more.

C. Permitted Land Uses.

1. Permitted land uses in each PD combining district shall conform to the PD Master Plan that applies to the property.
2. Permitted land uses may deviate from the land use regulations of the applicable base zoning district provided the PD combining district allows only those land uses permitted in the applicable General Plan land use designation.

D. Development Standards.

1. Development standards (e.g., height, setbacks, building coverage) for each PD combining district shall be established in the applicable PD Master Plan.
2. Development standards may deviate from development standards in the applicable base zoning district except that the maximum permitted floor area ratio and residential density may not exceed maximums established in the General Plan for the applicable land use designation.

E. Required Approvals.

1. **PD Master Plan and Zoning Map Amendment.** Establishment of a PD combining district requires approval of a PD Master Plan and a Zoning Map amendment.
2. **Design Review.** A proposed development must receive a Design Permit as required by Section 18.108.040 (Design Permits). All development and land uses within a PD combining district shall be consistent with the approved PD Master Plan.

F. Preliminary Review.

1. **When Required.** Prior to submittal of an application for a PD rezoning and PD Master Plan, an applicant must receive preliminary input from the Planning Commission on the proposed Planned Development project.
2. **Application.** A Preliminary Review application for a proposed Planned Development project shall be submitted with the Development Services Department in accordance with Chapter 18.104 (Common Permit Requirements). The application shall include, at a minimum, the following information and materials:
 - a. A statement describing the proposed project and how it complies with the findings required for the approval of a Planned Development project in Section 18.30.050.H.7 (Findings).

- b. Project plans, diagrams, and graphics as needed to illustrate the overall development concept, including proposed land uses, buildings, circulation, open space, and any other significant elements in the project.
- 3. **Public Hearing.** The Planning Commission shall consider the Preliminary Review application and a public hearing noticed in accordance with Section 18.104.090 (Notice of Hearing).
- 4. **Preliminary Input.**
 - a. The Planning Commission shall provide preliminary input on project compliance with findings required for the approval of a Planned Development project in Section 18.30.050.H.7 (Findings).
 - b. Planning Commission input shall not be construed as a recommendation for approval or denial of the project. Any recommendation to the applicant is advisory only and shall not be binding on either the applicant or the City.

G. Planned Development Rezoning.

- 1. **General Procedures and Requirements.** Establishing a PD combining district requires City Council approval of a Zoning Map amendment in accordance with Chapter 18.114 (Zoning Code Amendments). All requirements for Zoning Map Amendments in Chapter 18.114 apply to the establishment of a PD combining district.
- 2. **Timing.** The City Council shall act on the Zoning Map Amendment concurrently with the PD Master Plan. A PD combining district may be established only with concurrent approval of a PD Master Plan.
- 3. **Reference to PD Master Plan.** The ordinance adopted by the City Council establishing a PD combining district shall reference the PD Master Plan approved concurrently with the Zoning Map Amendment.

H. PD Master Plans.

- 1. **Review Authority.** The City Council takes action on PD Master Plan applications following recommendation from the Planning Commission.
- 2. **Timing.** A PD Master Plan application shall be submitted within one year of Preliminary Review for the proposed project. If an application is not submitted within one year of Preliminary Review, the applicant shall compete a second Preliminary Review process prior to submitting the PD Master Plan application.
- 3. **Application Submittal and Review.**
 - a. PD Master Plan applications shall be filed and reviewed in compliance with Chapter 18.104 (Common Permit Requirements). The application shall include the information and materials required by the Development Services Department and the information required by Paragraph 4 (Application Materials) below.

- b. If the property is not under a single ownership, all owners must join the application, and a map showing the extent of ownership shall be submitted with the application.
 - c. It is the responsibility of the applicant to provide evidence in support of the findings required by Paragraph 7 (Findings) below.
4. **Application Materials.** Applications for approval of a PD Master Plan shall include the following information and materials:
- a. **Project Description.** A written description of the project proposed within the PD combining district. The project description shall include a narrative statement of the project objectives and a statement of how the proposed project will comply with General Plan goals and policies for the applicable land use designation. An overview of the proposed land use, densities, open space, and parking should be included in the project description.
 - b. **Community Benefits.** A description of how the proposed development is superior to development that could occur under the standards in the existing zoning districts, and how it will achieve a substantial public benefits as defined in Paragraph 8 below.
 - c. **Site Map.** Maps depicting the existing topography, on-site structures and natural features, mature trees, and other significant vegetation and drainage patterns. The map shall show the proposed PD combining district boundaries and all properties within 500 feet of the site boundary.
 - d. **Concept Plan.** An overall diagram of the project concept. This diagram shall illustrate the overall development concept, including proposed land uses, buildings, circulation, open space, and any other significant elements in the proposed project. Phases shall be clearly indicated if multiple phases are proposed.
 - e. **Land Use.** A map showing the location of each land use proposed within the site, including open space and common areas. The land use map shall be accompanied by a narrative description of permitted land uses, allowable accessory uses, and uses allowed by-right or with a Conditional Use Permit.
 - f. **Subdivision Map.** If the project involves the subdivision of land, a tentative parcel map or tentative map required by Title 17 (Subdivisions) of the Morgan Hill Municipal Code.
 - g. **Circulation.** A map and descriptions of the major circulation features within the site including vehicular, bicycle, pedestrian facilities; traffic flow of internal traffic; and existing and proposed public streets and sidewalk improvements.
 - h. **Public Facilities and Open Space.** The amount (in square feet or acres) and percentage of site area that will be dedicated for all types of open space,

including proposed recreational facilities and amenities; and any public facilities, including public utility easements, public buildings and public land uses.

- i. **Development Standards.** All development standards that apply within the project, including:
 - (1) Density and/or intensity;
 - (2) Minimum lot size and dimensions;
 - (3) Maximum building coverage;
 - (4) Minimum setbacks;
 - (5) Maximum building heights;
 - (6) Signs;
 - (7) Landscaping;
 - (8) On-site parking; and
 - (9) Other items as deemed appropriate by the Planning Commission and City Council.

5. **Planning Commission Review and Recommendation.**

- a. The Planning Commission shall hold a public hearing on the PD Master Plan application as required by Chapter 18.104 (Common Permit Requirements).
- b. The Planning Commission shall recommend to the City Council the approval, approval with modification, or denial of the PD Master Plan application. The recommendation shall be based on the findings in Paragraph 7 (Findings) below.

6. **City Council Review and Decision.** Upon receipt of the Planning Commission's recommendation, the City Council shall conduct a public hearing and either approve, approve in modified form, or deny the PD Master Plan. The City Council may approve the application only if all of the findings in Paragraph 7 (Findings) below can be made.

7. **Findings.** The City Council may approve an application for a PD Master Plan if all of the following findings can be made:

- a. The proposed development is consistent with the General Plan, Zoning Code and any applicable specific plan or area plan adopted by the City Council.
- b. The proposed development is superior to the development that could occur under the standards applicable in the existing zoning districts.
- c. The proposed project will provide a substantial public benefits as defined in Paragraph 8 (Substantial Public Benefit Defined) below. The public benefit provided shall be of sufficient value as determined by the Planning Commission to justify deviation from the standards of the zoning district that currently applies to the property.

- d. The site for the proposed development is adequate in size and shape to accommodate proposed land uses.
 - e. Adequate transportation facilities, infrastructure, and public services exist or will be provided to serve the proposed development.
 - f. The proposed development will not have a substantial adverse effect on surrounding property and will be compatible with the existing and planned land use character of the surrounding area.
 - g. Findings required for the concurrent approval of a Zoning Map Amendment can be made.
8. **Substantial Public Benefit Defined.** When used in this section, “substantial public benefit” means a project feature not otherwise required by the Zoning Code or any other provision of local, state, or federal law that substantially exceeds the City’s minimum development standards and significantly advances goals of the General Plan. A project must include one or more substantial public benefits to be rezoned as a planned development. The public benefit provided shall be of sufficient value as determined by City Council to justify deviation from the standards of the zoning district that currently apply to the property. Examples of substantial public benefits include but are not limited to:
- a. Housing that is affordable to lower-income households.
 - b. Public plazas, courtyards, open space, and other public gathering places that provide opportunities for people to informally meet and gather.
 - c. New or improved pedestrian and bicycle pathways that enhance circulation within the property and connectivity to the surrounding neighborhood.
 - d. Green building and sustainable development features that substantially exceed the city’s minimum requirements.
 - e. Preservation, restoration, or rehabilitation of a historic resource.
 - f. Increased transportation options for residents and visitors to walk, bike, and take public transit to destinations and reduce greenhouse gas emissions.
 - g. Publicly accessible parks and open space beyond the minimum required by the city or other public agency.
 - h. Habitat restoration and or protection of natural resources beyond the minimum required by the city or other public agency.
9. **Conditions of Approval.** The City Council may attach conditions of approval to a PD Master Plan to achieve consistency with the General Plan, Zoning Code, and any applicable specific plan or area plan adopted by the City Council.
- I. **Effect of PD Master Plan.** All future development and land uses within a PD combining district shall comply with the approved PD Master Plan.

1. **Land Uses.** New land uses may be added in a PD combining district provided the PD Master Plan identifies the use as a permitted or conditionally permitted land use. Establishing a land use not specifically permitted by the PD Master Plan would require an amendment to the PD combining district.
2. **Structures.** New structures may be added in a PD combining district provided the structures comply with development standards established in the PD Master Plan (e.g., height, setback, floor area ratio). Design Review consistent with Section 18.108.040 (Design Permits) is required for all new development that was not approved with the PD Master Plan. Development that exceeds development standards in the PD Master Plan is allowed only with an amendment to the PD combining district.

18.30.060 – Active Fault Surface Rupture Combining District

- A. **Purpose.** The purpose of the Active Fault Surface Rupture (AFSR) combining district is protect the public from hazards caused by development located across active faults and to implement requirements of the Alquist-Priolo Earthquake Fault Zoning Act and any successor statute or regulations (Public Resource Code Section 2621 et seq.).
- B. **Definitions.** For the purposes of this section, certain terms are defined as follows:
 1. "Active fault" is any fault which has had surface displacement within Holocene time (about the last eleven thousand years), hence constituting a potential hazard to structures that might be located across it.
 2. "Fault trace" is the intersection of a fault surface with the earth's surface and is usually represented as a line on a map.
 3. "Official Earthquake Fault Zone" are those areas delineated on the most current versions of maps issued by the California State Geologist, along faults deemed "sufficiently active and well-defined" pursuant to the Alquist-Priolo Earthquake Fault Zone Act (Public Resources Code Section 2621 et seq.), and the policies and criteria of the State Mining and Geology Board and any succeeding statute or regulation.
 4. "Project," as used in this section, means:
 - a. Any subdivision of land which is subject to the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code, and which contemplates the eventual construction of structures for human occupancy; and
 - b. Structures for human occupancy.
 - c. "Project" does not include repairs, alterations or additions to any structure within a fault zone which do not exceed fifty percent of the value of the structure or which is a conversion of an apartment complex into a condominium.

5. "Qualified geologist" is a certified engineering geologist pursuant to the California Geologist and Geophysicist Act (Business and Professions Code Section 7800, et seq.).
6. "Structures for human occupancy" are any structure used or intended for supporting or sheltering any use or occupancy, which is expected to have a human occupancy rate of more than two thousand person-hours per year.

C. Prohibited Development.

1. A structure for human occupancy identified as a project within the AFSR Combining District shall not be:
 - a. Located across the trace of an active fault; or
 - b. Located within 50 feet of an active fault unless proven not to be underlain by active branches of the fault by a geologic report prepared by a qualified geologist.
2. The change in use or character of occupancy of a building or structure from one not used for human occupancy to one that is used for human occupancy is prohibited unless the building or structure complies with this chapter.

D. Geologic Report.

1. **Need for Report.** For proposed projects located in the AFSR combining district, the applicant shall submit to the City a geologic report prepared by a qualified geologist. The applicant's geologist shall discuss the scope of work with a qualified geologist employed or retained by the City (reviewing geologist) prior to performing the investigation. The City shall file with the State Geologist one copy of all completed geologic reports within 30 days following the Community Development Director's acceptance of the report as complete.
2. **Waiver.** The Community Development Director may waive the requirement to prepare a geologic report in the following circumstances:
 - a. If the Director determines that no undue fault hazard exists based on the advice and recommendation of a qualified geologist employed or retained by the City, the Director may set forth such determination in writing, citing the reasons for a waiver. Any waiver under this subsection shall be allowed only with approval of the State Geologist.
 - b. Notwithstanding paragraph (a) above, for a project consisting of single-family wood-frame or steel-frame dwelling not exceeding two stories when that dwelling is not part of a development of four or more dwellings, the Director may waive the requirement for a geologic report upon determining that no undue fault hazard exists based on the advice and recommendation of the qualified geologist employed or retained by the City.
3. **Preparation.** The geologic report required by this section shall be prepared and based on an investigation directed to the problem of potential surface displacement

through the project site, and shall identify the location, recency, and nature of faulting that may have affected the project site in the past and may affect the project in the future.

E. Appeals. Decisions of the Community Development Director and Planning Commission made pursuant to this section may be appealed in accordance with Chapter 18.112 (Appeals)

F. Additional Regulations.

1. In addition to the regulations set forth in this section, the Development Services Department, with the consent of the City Council, may adopt such standards or regulations as necessary to protect the public from the effects of surface rupture along active faults in official earthquake fault zones.
2. These standards or regulations may be more stringent than, but shall not be in conflict with, the provisions of any policies and criteria adopted by the State Mining and Geology Board pursuant to Section 2623 et seq. of the Public Resources Code of the state.
3. Where more stringent standards or regulations have been adopted, the policies and criteria adopted from time to time by the State Mining and Geology Board shall apply within the City.

G. Consistency with Other Regulations.

1. Nothing in this chapter shall be construed to relieve any person of requirements imposed by other sections of the Morgan Hill Municipal Code, the California Environmental Quality Act (CEQA), or any other applicable provision of y state law.
2. In case of conflict between this section and other requirement of the Morgan Hill Municipal Code or state law, the more restrictive shall govern.

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PART 3

Citywide Standards

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Chapter 18.40 – ALTERNATIVE STANDARDS FOR MEDIUM DENSITY RESIDENTIAL DEVELOPMENT

Sections:

- 18.40.010 – Purpose
- 18.40.020 – Applicability
- 18.40.030 – Design Permit Required
- 18.40.040 – Permitted Housing Types
- 18.40.050 – Development Standards
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- 18.40.090 – Special Criteria for Courtyard Home Development
- 18.40.100 – Special Criteria for Condominium Developments
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18.40.010– Purpose

The purpose of this chapter is to provide alternative development standards for medium density residential development including single-family detached and attached housing units on small lots (less than 7,000 square feet). The intent of these standards is to:

- A. Ensure that small lot development blends with the surrounding community and is compatible with neighborhoods, is sensitive to its context, and incorporates appropriate amenities and high-quality design;
- B. Implement residential development standards to enhance the appearance of the surrounding neighborhood and be well integrated with existing homes nearby;
- C. Discourage abrupt transitions in height, mass, and prevailing setback patterns and separations caused by high, solid walls and blank building faces;
- D. Recognize small lot and medium density development as a more efficient form of land use than lower density development, a means of reducing the environmental impacts of housing development, and a way to create more walkable neighborhoods;
- E. Guide new development while accommodating creativity, innovation, and flexibility in housing design; and
- F. Implement Morgan Hill Housing Element policies which encourage greater housing diversity and affordability in Morgan Hill.

18.40.020– Applicability

- A. The provisions of this chapter are intended for use in the Residential Attached Low Density (RAL) and Residential Attached Medium Density (RAM) zoning districts and are

principally intended for single-family homes, townhomes, patio homes, courtyard homes, duets, and similar single-family detached and attached housing types. The provisions of this chapter shall not be applicable in the Residential Detached (RDL, RDM, RDH), Residential Attached High Density (RAH) and Mixed Use (MU-D, MU-N, MU-F) zoning districts.

- B.** The standards in this chapter may be used as an alternative to the development standards for the RAL and RAM zoning districts contained in Chapter 18.18 (Residential Attached Zoning Districts). The standards in this chapter are not mandatory but instead provide an alternative to accommodate a wider range of housing types in a manner that enhances Morgan Hill's unique feel and minimizes impacts on adjacent properties.
- C.** Modifications to homes in small lot developments already existing as of October 7, 2015 shall be exempt from these standards.

18.40.030– Design Permit Required

Proposed projects subject to the requirements of this chapter shall obtain a Design Permit pursuant to Section 18.108.040 (Design Permits).

18.40.040– Permitted Housing Types

Housing types allowed in the RAL and RAM zoning districts subject to the requirements of this chapter are shown in Table 18.40-1.

TABLE 18.40-1: PERMITTED HOUSING TYPES

Key P Permitted Use – Use not allowed	Zoning District	
	RAL	RAM
Housing Type		
Single-Family Detached Dwellings (SFD)	P [1]	–
Duets	P	–
Single-Family Attached Dwellings -Townhouse (TH)	P	P
Courtyard Homes (Courtyard)	P [1]	–
Duplex	P	P
Multi-Family Dwellings (Multi)	–	P

Note:

[1] The development of detached single family dwellings shall be no greater than 25 percent of the gross buildable site area (including lots and streets).

18.40.050– Development Standards

- A. General.** Minimum lot sizes and dimensions for specific housing types are shown in Table 18.40-2. Lot sizes, dimensions, coverage limits, and setback standards may vary based on the use within the specified zoning district.

TABLE 18.40-2: MEDIUM DENSITY RESIDENTIAL DEVELOPMENT STANDARDS

	Housing Type					
	Duet	Courtyard	SFD	TH	Duplex	Multi
Lot Area (min sq. ft.) [1] [2]	3,000	1,920 -2,999	4,500 - 5,500	1,440 - 3,999	6,000	6,000
Lot Width (min)	30 ft.	24 ft.	40 ft.	24 ft.	60 ft.	60 ft.
Lot Depth (min)	85 ft.	60 ft.	80 ft.	60 ft.	85 ft.	85 ft.
Lot Coverage (max) [3]	50%	45%	N/A	55%	1 story: 40% 2+ story: 50%	60%
Floor Area Ratio (max)	N/A	N/A	52%	N/A	N/A	N/A
Height	See base zoning district			See 18.40.050.B	See base zoning district	
Setbacks						
Front [4]	10 ft.	N/A	15 feet	N/A	20 ft.	15
Interior Side	3 ft. [5]	5 ft. [7]	4 ft. [6]	N/A	5 ft. [7]	5 ft.
Street Side	6 ft.	5 ft.	8 ft.	5 ft.	10 ft.	15 ft.
Rear	10 ft.	N/A	15 ft.	N/A	15 ft.	20 ft.

Notes:

[1] Subject to the density requirements specified in the General Plan.

[2] Standards are for individual lots and not for the subdivision as a whole.

[3] Lot coverage limits apply to individual, subdivided parcels and to accessory structures as well as the primary residential structure on the site. Development in the RAL and RAM zoning districts is also subject to an aggregate lot coverage limit for the entire subdivision. See Section 18.18.060.A.

[4] Additional requirements apply for street-facing garages. See Section 18.18.070.H.7.

[5] A reduced setback (as low as zero feet) is acceptable on one side yard; provided, that the sum of both side yard setbacks is at least 6 feet and one setback is at least 4 feet.

[6] A reduced setback (as low as zero feet) is acceptable on one side yard; provided, that the sum of both side yard setbacks is at least 8 feet.

[7] A reduced setback (as low as zero feet) is acceptable on one side yard; provided, that the sum of both side yard setbacks is at least 10 feet.

B. Townhouse Height.

1. The maximum building plate height of a townhouse is 30 feet. Building plate height is measured as the vertical distance from the average contact ground level at the front wall of the building to the plate line of the exterior walls which is the horizontal plane where the exterior walls meet the roof rafters or trusses
2. Roof elements with a minimum 5:12 roof pitch may exceed the building plate height by up to 8 feet.

18.40.060– Standards for all Housing Types

- A. Aggregate Lot Coverage.** For all projects in the RAL and RAM zoning districts, the sum total coverage of all proposed buildings and structures shall not exceed 40 percent of the gross land area of the subdivision.
- B. Transitional Standards.** When a proposed project is adjacent to a residential zoning district, excluding the RAH zoning district, the following transitional standards shall apply:

1. The building setback from the adjacent residential zoning district properties shall be 5 feet for interior side yards;
2. The building setback from the abutting residential zoning district properties shall be 20 feet for rear yards for lots 3,000 to 5,099 square feet and 15 feet for rear yards for lots 1,440 to 2,099 square feet.
3. The building height at the above-mentioned setback lines may not exceed 30 feet. On lots where heights greater than 30 feet are allowed, the height may increase at a rate of one foot of vertical rise for every one foot of linear distance away from the setback line, to the maximum indicated in the corresponding zone district.
4. A landscaped planter strip of at least 5 feet in width shall be provided along the abutting property line between a small lot subdivision or townhome development and any adjoining residential zoning district boundaries. Trees shall be planted within this area to provide screening between the small lot subdivision and the adjacent lower density uses.

C. Open Space – Multi-Family Dwellings. Common and private open space for multi-family dwellings shall be provided as shown in Table 18.40-3.

TABLE 18.40-3: USABLE OPEN SPACE FOR MULTI-FAMILY DWELLINGS

Common Open Space [1]	
Minimum area (percent of site area)	15% [2]
Minimum horizontal dimension	15 ft.
Private Open Space [4]	
Minimum percentage of units with private open space	50%
Minimum area (for individual unit)	48 sq. ft.
Minimum horizontal dimension	4 ft.

Notes:

[1] Common open space shall be fully landscaped and accessible to all residents.

[2] Roof terraces and roof gardens may provide up to 50 percent of the required common open space area if the Planning Commission finds that roof terraces and roof gardens provide quality open space for residents and minimize noise, privacy and other potential impacts on neighboring properties.

D. Open Space – Attached and Detached Single-Family Homes. The following open space provisions apply specifically to small lot, courtyard, and townhome housing types, and other new developments with similar housing types. The standards recognize that small lot subdivisions may have greater common open space needs than conventional single-family development due to their smaller yard areas.

1. **Private Open Space.** Each lot must include a private open space area, such as a private yard, porch, balcony, roof garden, or patio. Private open space must be

contiguous to the unit it serves and accessible and visible from the living area of the unit. The minimum amount of private open space per unit shown in Table 18.40-3 may be reduced by up to 25 percent if off-set by the equivalent increase in common open space.

2. **Common Open Space.** Developments which have either: (a) average lot size of smaller than 4,356 square feet (e.g., density of more than ten units per net acre) or (b) 15 units or more, are required to provide common open space for the development's residents. Table 18.40-3 identifies the open space requirements, which vary based on lot size. Such common open space shall be visible from internal or external streets and shall be designed for informal surveillance from private residences to enhance neighborhood security. Common open space shall have a minimum usable width of 15 feet and a minimum area of 500 square feet, a slope of no more than ten percent, accessibility to all units, and be open to the sky. It may contain amenities which enhance usability, such as swimming pools, play equipment, benches and tables, and barbecues. Parking, loading, and service areas may not be counted as open space.

TABLE 18.40-3: USABLE OPEN SPACE FOR ATTACHED AND DETACHED SINGLE-FAMILY HOMES

Minimum Open Space Per Lot	Average Lot Area (square feet)			
	1,440 - 1,920	1,920 - 2,999	3,000 - 4,356	4,357 - 6,999
Private Open Space [1]	60 sq. ft.	150 sq. ft.	300 sq. ft.	350 sq. ft.
Common Open Space	140 sq. ft.	150 sq. ft.	175 sq. ft.	200 sq. ft.

Notes:

[1] Private open space per unit may be reduced by up to 25 percent if off-set by the equivalent increase in common open space.

E. Landscaping, Lighting, and Other Site Improvements. Landscaping, lighting and other site improvements shall be designed to diminish the impact of the denser development and provide a softer appearance as follows:

1. No more than 50 percent of any required front or street-facing side yard shall be covered with a paved or impervious surface.
2. A planter strip at least 5 feet wide shall be provided on the street-facing side of all walls fronting public or private roads in addition to landscaping provided as part of the streetscape.
3. A sufficient number and type of trees shall be provided to shade the sidewalks. Planting shall be done at the time public improvements are constructed.
4. Street lights shall be designed and scaled at a pedestrian scale with a maximum height of 16 feet. "Cobra head" type street lights are prohibited.

F. Orientation. All units located along public streets shall have the primary entrance facing the street right-of-way. Exceptions to this requirement may be approved by the city for projects which are located on four-lane streets carrying high traffic volumes and streets that do not allow on-street parking. In such cases, the project may be oriented around

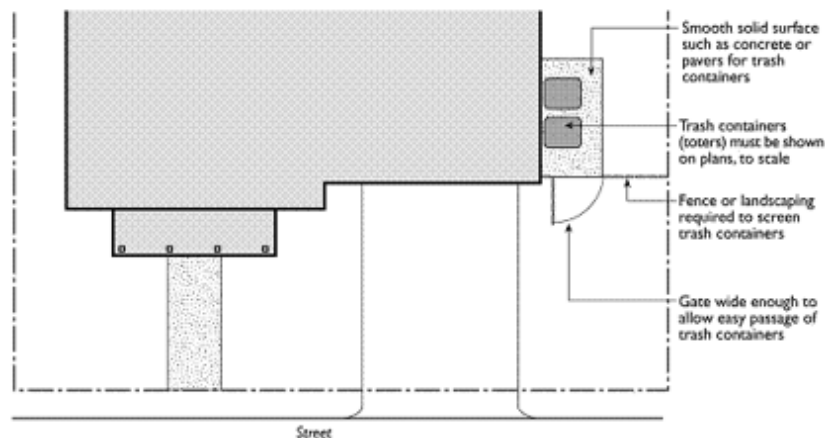
private streets or courtyards.

G. Roof-Mounted Equipment. Any roof-mounted mechanical equipment shall be incorporated into the roof design in such a way that it becomes an integral part of the architecture or is concealed from view.

H. Screening. Mechanical equipment and trash enclosures shall be screened as follows:

1. Air conditioners, heaters, utility equipment, meters, and similar equipment shall be screened from public view. Above-ground utility transformers and other above grade equipment shall not be located within the front yard along a street.
2. Fencing, landscaping, or view-obscuring structures shall be provided to screen trash cans or other refuse containers from view from public rights-of-way while still providing easy access to trash receptacles (see Figure 18.40-1).
3. A gate wide enough to allow for passage of city standard trash and recycling receptacles shall be provided.
4. Trash/recycling container storage areas shall have a smooth solid surface such as concrete or pavers.
5. The location of trash and recycling container storage areas shall be shown on plans submitted for planning and building permits.

FIGURE 18.40-1: STANDARDS FOR TRASH STORAGE AND SCREENING IN SMALL LOT SUBDIVISIONS



I. Homeowners' Association. A homeowners' association ("HOA") shall be required to provide ongoing maintenance for private streets and utilities, alleys, private open space and recreational facilities, stormwater drainage facilities, common landscaping, lighting, and other common areas, utilities, and facilities.

J. Terminology. For purposes of this chapter, the following terms shall be defined as follows:

1. **Adjacent.** "Adjacent" means directly abutting, having a boundary or property line(s)

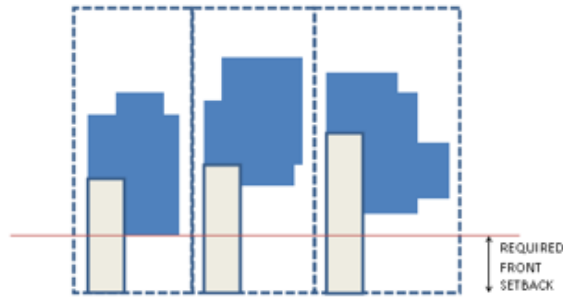
in common or bordering directly, or contiguous to.

2. **Feasible.** "Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.

18.40.070– Design Criteria for Small Lot Single-Family Subdivisions

- A. Applicability.** The standards in this section apply to small lot single-family subdivisions. They are not applicable to townhome developments or other development where the predominant unit type is attached housing.
- B. Unit Types.** Units in small lot subdivisions may include single-family detached homes and "duets" which share a common wall on one side.
- C. Lot Patterns.** Lot patterns shall be varied to avoid monotonous streetscapes and shall include:
 1. A variety of lot widths, depths, shapes, and sizes, such that there is a perceptible difference between lot sizes on a block. Lots shall be designed to accommodate a variety of home styles, setbacks, and garage placements;
 2. Larger lots on corners;
 3. Smaller lots surrounding common open space areas; and
 4. Blocks no longer than 600 linear feet.
- D. Floor Plans and Front Elevations.** The excessive repetition of identical floor plans and elevations shall be avoided. In subdivisions with fewer than 20 lots, at least three unique front elevations and floor plans shall be provided. In subdivisions with twenty lots or greater, at least four unique front elevations and floor plans shall be provided. Location of identical models on adjacent lots, including "back to back" lots, shall be avoided.
- E. Four-Sided Design.** Facades facing the side and rear yard shall include details which are compatible with those on the front facade, with similar types and treatments of roofs, windows, shutters, planter boxes, and other architectural elements.
- F. Front Setbacks.** Front yard setbacks shall be varied (see Figure 18.40-2). Generally, at least 50 percent of the homes shall have front yard setbacks which are greater than the minimum required (excluding porches and non-habitable space). This component may be implemented by recording "build to" lines on the final subdivision map.

FIGURE 18.40-2: SMALL LOT SINGLE-FAMILY SUBDIVISION FRONT YARD SETBACKS



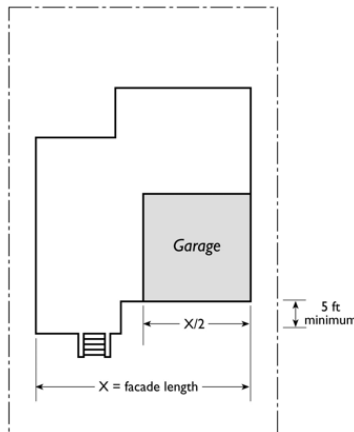
G. Rear Setbacks. A variety of rear setbacks shall be provided in order to avoid the appearance of long, monotonous walls from adjacent properties along the rear lot lines.

H. Building Size and Design. A variety of unit types and sizes, sited to provide compatibility with nearby neighborhoods, shall be provided. Buildings shall incorporate the following design features:

1. **Roof Variation.** Rooflines along the longer axis of the building shall be broken with varied pitches at the skyline level. Features such as turrets, dormers, and other variations that add architectural interest and distinction are encouraged.
2. **Building Height Variation.** Homes shall feature a variety of building heights, potentially including single story, two-story, three-story, split level units, and units with partial second floors. Units abutting lower density development on the perimeter of a subdivision shall generally be lower in height, or split level in design to enhance compatibility.
3. **Recessed Upper Stories.** For at least 50 percent of the units, the second and third stories shall be recessed relative to the first story to reduce the appearance of building mass. The design shall avoid tall sheer walls, and preserve the privacy of adjacent properties.
4. **Primary Entrances.** Primary entrances to homes shall be in a prominent and visible location facing the street. Primary entrances shall not face the side yard setback or a deep recess of the building.
5. **Usable Porches, Wherever Feasible.** Porches shall have a minimum depth of 5 feet and a minimum width of 8 feet, preferably extending a minimum of 50 percent of the width of the front facade, excluding the garage. Porches shall also incorporate different architectural features such as railings, short walls, trellises, and varied roof elements to provide architectural detail, character, and visual interest.
6. **Garage Entries.** There shall be a minimum of two locations of garage entries, such as front-facing attached garages, detached garages, and garages which are side-facing or accessed via a rear alley.
7. **Recessed Garages.** Garage faces shall be recessed a minimum of 5 feet from the primary facade of the residence (where they face the street and not a rear alley), in order to minimize the impact of the garage on the streetscape. The garage shall not

comprise more than 50 percent of the front building facade (see Figure 18.40-3) on a residential unit. If additional articulation and architectural features are introduced to minimize the impact of the garage on the streetscape, the garage front facade length may be increased to 67 percent. Driveways shall facilitate tandem parking where feasible.

FIGURE 18.40-3: STANDARDS FOR STREET-FACING ATTACHED GARAGES IN SMALL LOT SUBDIVISIONS



- I. Driveways.** Driveways shall be designed to reduce the amount of pavement within the subdivision to the greatest extent possible, as follows:
 1. Maximum driveway width shall be 20 feet unless a wider driveway, up to 24 feet, is required for safe access;
 2. Shared driveways, such that there is a single curb cut providing access to two houses, shall be encouraged in order to reduce the number of curb cuts along a street;
 3. Driveways (and related curb cuts) shall be sited to maximize opportunities for on-street parking; and
 4. Side driveways to rear garages shall be designed wherever feasible to create opportunities for off-street tandem parking in the side yard.
- J. Parking.** Parking requirements shall conform to the standards set in Chapter 18.72 (Parking and Loading), except as otherwise indicated below:
 1. Two covered parking spaces shall be required for each housing unit; and
 2. Two additional parking spaces for each unit shall be available for the use of residents and guests. These spaces may include a combination of driveway parking (including tandem parking), alley parking, on-street parking in front of the residence, and designated guest parking areas.

18.40.080– Special Criteria for Townhome Developments

- A. Applicability.** This section applies specifically to townhome developments. For the

purposes of this section, a townhome shall be defined as a series of three or more adjacent single-family dwelling units, each on an independent parcel, which are connected by common walls along the side property lines. Townhomes include row houses but do not include duplexes or duets. Interior unit townhomes typically have zero feet side yard setbacks on both sides, while end unit townhomes have a zero feet side yard setback on one side.

- B. Facade Articulation.** All building facades shall have at least one horizontal or vertical projection or recess at least 4 feet in depth, or two projections at least 2.5 feet in depth, for every 25 horizontal feet of wall. The articulated elements must be greater than one story in height and may be grouped rather than evenly spaced in 25 foot modules. Front porches, stoops, fireplaces, overhangs, trellises, and similar projections into the front yard may count toward this requirement.
- C. Variable Roof Forms.** Variable roof forms shall be incorporated into the building design. No more than two side-by-side units may be covered by one unarticulated roof. Articulations may be accomplished by changing roof height, offsets, and direction of slope and by introducing elements such as dormers, towers, and parapets. Alternative design approaches may be approved by the City, provided the goal of breaking down large building masses into smaller units is achieved.
- D. Garage Location.** Garages shall be located to the rear of the townhome and accessed via an alley or shared driveway wherever feasible. Garage faces shall be recessed a minimum of 5 feet from the primary facade of the residence (where the garage faces the street and not a rear alley) in order to minimize the impact of the garage on the streetscape. The garage shall not comprise more than 50 percent of the front building facade on a residential unit.
- E. Facade Detailing and Materials.** All visible building facades shall incorporate details, such as window trim, window recesses, cornices, changes in materials, or other design elements, in an integrated composition. Each side of a building that is visible from a public right-of-way, courtyard, or common open space, shall be designed with a complementary level of detailing and quality of materials.
- F. Projections and Recesses.** Facades shall incorporate balconies, bay windows, porches, and similar projections and recesses in a pattern that creates architectural interest across the length of the facade of a row of townhomes. Roofed projections or recesses shall be provided for all building entrances.
- G. End Units.** The side-facing facades at the end of a row of townhouses (or rowhouses) shall be consistent in design quality, materials, and massing with the street-facing building facades. End unit facades shall be designed to create a strong relationship with the street, with elements such as wrap around porches and bay windows facing the street or side yard area.
- H. Entry Elevation.** The ground floor elevation of a townhome shall be no more than 30 inches above the finished grade immediately adjacent to the entry.

- I. **Walkways.** Walkways shall be provided to link the townhomes to recreational and other internal facilities as well as the other residential units and nearby public streets. Paseos, or pedestrian walks through common open space areas, are strongly encouraged.

18.40.090– Special Criteria for Courtyard Home Development

- A. **Applicability.** This section shall specifically apply to courtyard home development. For the purposes of this section, courtyard homes are defined as individual homes on small lots arranged around a common driveway. Courtyard homes are intended to lessen the impact of curb cuts and garages on the streetscape and enable homes to be oriented to a public street or open space rather than a driveway and street-facing garage.
- B. **Units Per Courtyard.** No more than six units shall be accessed from a single courtyard.
- C. **Orientation.** Homes adjacent to the street to which the courtyard connects shall face that street (rather than the courtyard) whenever feasible.
- D. **Courtyard Design and Pavement.** The portion of the courtyard used for vehicle circulation shall be finished with decorative pavement and shall be at least 16 feet wide, with a minimum width of 20 feet at its entrance to the adjacent street. Courtyards shall not exceed 100 feet in length.
- E. **Vistas.** Terminating vistas of the courtyard from nearby streets shall not be dominated by garages.
- F. **Garage Aprons.** Paved areas in front of garage doors shall have a minimum backout dimension of 24 feet. To avoid obstruction of the courtyard, garage aprons shall be either less than 6 feet deep or more than 18 feet deep. Aprons shall be limited to the rear units on a courtyard so that the parking aprons are not visible from the adjacent public or private streets.
- G. **Recessing of Garages.** Garages shall be recessed behind the main dwelling unit by at least 2 feet.
- H. **Architectural Unity.** All units on a court shall share a common architectural theme, although variations in building types and elevations on end units are encouraged.
- I. **Windows.** Windows shall be sited and designed to maximize privacy and shall be set back from the property line to the maximum extent feasible. Second floor windows overlooking private open space areas of adjacent units shall be avoided wherever feasible.

18.40.100– Special Criteria for Condominium Developments

- A. **Applicability.** This section applies specifically to condominium developments. For the purposes of this section, a residential condominium development shall be defined as:
1. A residential project that consists of an undivided interest in common in a portion of real property coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, parcel map, or condominium plan

in sufficient detail to locate all boundaries thereof. The area within these boundaries may be filled with air, earth, water, or fixtures, or any combination thereof, and need not be physically attached to land except by easements for access and, if necessary, support. The description of the unit may refer to: (1) boundaries described in the recorded final map, parcel map, or condominium plan; (2) physical boundaries, either in existence, or to be constructed, such as walls, floors, and ceilings of a structure or any portion thereof; (3) an entire structure containing one or more units; or (4) any combination thereof.

2. The portion or portions of the real property held in undivided interest may be all of the real property, except for the separate interests, or may include a particular three-dimensional portion thereof, the boundaries of which are described on a recorded final map, parcel map, or condominium plan. The area within these boundaries may be filled with air, earth, water, or fixtures, or any combination thereof, and need not be physically attached to land except by easements for access and, if necessary, support.
3. An individual condominium within a condominium project may include, in addition, a separate interest in other portions of the real property.

B. Condominium Plan. A condominium plan shall contain all of the following:

1. A description or survey map of a condominium project, which shall refer to or show monumentation on the ground.
2. A three-dimensional description of a condominium project, one or more dimensions of which may extend for an indefinite distance upwards or downwards, in sufficient detail to identify the common area and each separate interest.
3. A certificate consenting to the recordation of the condominium plan pursuant to the provisions of the Civil Code and acknowledged as provided in Section 4290 of the Civil Code.

C. Utility Metering.

1. The consumption of gas and electricity within each unit shall be separately metered so that the unit owner can be separately billed for each utility.
2. Each dwelling unit shall be served by a separate city water meter. An additional separate city meter shall be provided to serve the common landscape areas in the condominium project.

D. Laundry Facilities. Each unit shall be provided with space and utility hookups within the unit or attached garage to accommodate a standard sized washer and dryer. The minimum dimensions shall be six feet wide and three feet deep.

E. Sound Transmission. Each condominium unit shall comply with the state of California's Noise Insulation Standards (Title 24 of the California Code of Regulations).

- F. Building Code Requirements.** Each unit of a condominium project and all commonly owned portions of a condominium building shall comply with all applicable building code standards. Nothing herein shall be construed to prevent or prohibit the applicant or the city from providing or requiring building standards greater than those set forth in the building code where the greater standards are found to be necessary to carry out the purposes and intent of this chapter.
- G. Design Standards.** Design standards in this chapter applicable to specific housing type(s) (e.g., townhomes, multi-family) shall apply to those housing types within a condominium project.

18.40.110– Special Criteria for Multi-Family Development

- A. Applicability.** This section shall specifically apply to multi-family developments which shall be defined as a building designed and used as a residence for three or more families living independently of each other and containing three or more dwelling units.
- B. Laundry Facilities.** Adequate laundry facilities shall be provided for all multiple-unit projects with at least one washing machine and one dryer per each five dwelling units.
- C. Storage Area.** Each unit shall be provided a separate storage area consisting of at least 100 cubic feet and having a minimum horizontal surface of twenty-five square feet.
- D. Building Frontage and Orientation.** Units shall face streets, open spaces and internal private streets whenever possible. Building fronts shall include porches and door facing streets.
- E. Open Space.** Common open space shall be centralized and directly accessible to units. Open common space shall be linked to adjacent parks, paseos, and paths.
- F. Variable Roof Forms.** Variable roof forms shall be incorporated into the building design. Articulations may be accomplished by changing roof height, offsets, and direction of slope, and by introducing elements such as dormers, towers, and parapets. Alternative design approaches may be approved by the City, provided the goal of breaking down large building masses into smaller units is achieved.
- G. Facade Detailing and Materials.** All visible building facades shall incorporate details, such as window trim, window recesses, cornices, changes in materials or other design elements, in an integrated composition. Each side of a building that is visible from a public right-of-way, courtyard, or common open space shall be designed with a complementary level of detailing and quality of materials.
- H. Projections and Recesses.** Facades shall incorporate balconies, bay windows, porches, and similar projections and recesses in a pattern that creates architectural interest across the length of the facade. Roofed projections or recesses shall be provided for all building entrances.
- I. End Units.** The side-facing facades at the end of a multi-family building shall be consistent in design quality, materials, and massing with the street-facing building facades.

End unit facades shall be designed to create a strong relationship with the street, with elements such as wraparound porches and bay windows facing the street or side yard area.

- J. Walkways.** Walkways shall be provided to link the multi-family units to recreational and other internal facilities as well as the other residential units and nearby public streets. Paseos, or pedestrian walks through common open space areas, are strongly encouraged.

Chapter 18.44 – ACCESSORY STRUCTURES AND USES

Sections:

- 18.44.010 – Purpose
- 18.44.020 – Accessory Structures in all Zoning Districts
- 18.44.030 – Accessory Structures in Residential Zoning Districts
- 18.44.040 – Accessory Structures in Non-Residential Zoning Districts
- 18.44.050 – Accessory Uses

18.44.010 – Purpose

This chapter establishes standards for accessory structures and uses. The intent of these standards is to:

- A. Ensure accessory structures and uses in residential districts are consistent with the residential character of the neighborhood;
- B. Maintain adequate light and air between structures;
- C. Minimize the visual impact associated with the height and bulk of accessory structures; and
- D. Ensure that accessory structures and uses are subordinate to the primary residence on the same lot.

18.44.020 – Accessory Structures in all Zoning Districts

The following standards apply to accessory structures in all zoning districts:

- A. **Primary Structure Standards.** Unless otherwise stated in this chapter, an accessory structure shall comply with all regulations applicable to the primary structure on the site.
- B. **Relation to Primary Structure.** Accessory structures and their use shall be clearly incidental and subordinate to the primary structure on the site.
- C. **Location.** Accessory structures shall be located on the same site as the primary use to which it incidental and subordinate.
- D. **Timing.** Except for temporary construction trailers, accessory structures may not be constructed or established prior to the start of construction of the principal use or structure.
- E. **Accessory Structures Attached to Main Building.** When an accessory building or structure is attached to the main building, it shall be made structurally a part of and have a common wall or roof with the main building and shall comply in all respects with the requirements of the Zoning Code applicable to the main building.

18.44.030 – Accessory Structures in Residential Zoning Districts

A. Applicability. This section applies to the following types of accessory structures in residential zoning districts:

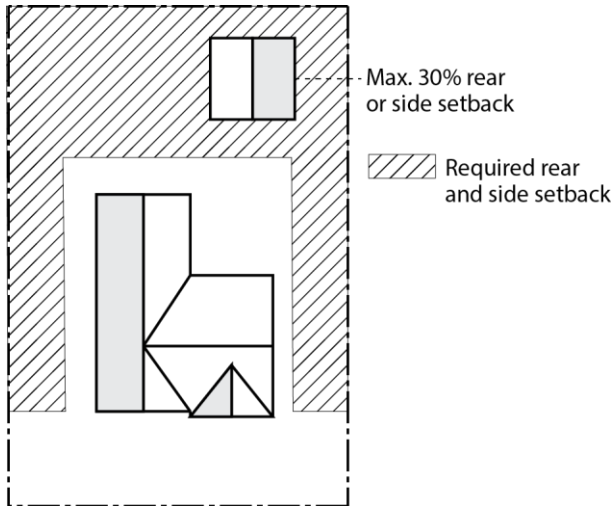
1. Roofed structures, including but not limited to detached garages, carports, sheds, shade structures, covered patios, play structures, covered dog enclosures, and gazebos, over 7 feet in height and/or 120 square feet in size.
2. Open, unroofed structures such as decks and trellises over 7 feet in height and detached from the main building on the site.
3. Mechanical equipment and mechanical equipment enclosures such as solar panels and water storage tanks, heating, and air conditioning equipment, and other similar mechanical equipment detached from the main building on the site.
4. Pools, spas and hot tubs.
5. Ponds 18 inches or more in depth.
6. Fireplaces, barbeque structures, statuary, fountains, and other similar ornamental features.

B. Limitation on Use.

1. Accessory structures may not be used as living space which is heated and/or cooled.
2. A pool house under 120 square feet may contain a full bathroom. All other accessory structures may be equipped with a half bath only (toilet and sink).
3. An accessory structure that does not comply with these use limitations shall be considered an accessory dwelling unit subject to the requirements of Chapter 18.84 (Accessory Dwelling Units).

C. Development Standards.

1. **Lot Coverage in Setback Areas.** Roofed accessory structures such as garages and sheds and open, unroofed structures such as decks may collectively occupy no more than 30 percent of a required side or rear setback area. See Figure 18.44-1.
2. **Height.** Accessory structures shall comply with maximum height standards in Table 18.44-1.

FIGURE 18.44-1: ACCESSORY STRUCTURE LOT COVERAGE IN SETBACK AREAS**TABLE 18.44-1: MAXIMUM ACCESSORY STRUCTURE HEIGHT**

Accessory Structure	Maximum Height
In required setback areas	
Above ground pools, spas and hot tubs and related equipment, accessories, and improvements	8 ft.
All other accessory structures	12 ft.
Outside of required setback areas	As required for primary structures in zoning district

- D. Setbacks from Property Lines.** Accessory structures shall comply with the minimum property line setback standards in Table 18.44-2.
- E. Building Separation.** Accessory structures shall be setback the minimum distance from other structures on the lot as required by the Building Code.
- F. Access Easements.** Accessory structures may not be located within a public or private access easement.

TABLE 18.44-2: MINIMUM ACCESSORY STRUCTURE SETBACKS

Accessory Structure	Minimum Setbacks from Property Lines	
	Front	Side and Rear
Roofed structures such as detached garages and sheds and open, unroofed structures such as decks and trellises		
Height 12 ft. or less	Same as primary structure	5 ft.
Height greater than 12 ft.		Same as primary structure
Mechanical equipment and mechanical equipment enclosures		50 percent of minimum primary structure setback
Patios and Decks [2]		
Height 18 in. or less	5 ft.	1 ft.
Height greater than 18 in. and less than 6 ft.	15 ft.	5 ft.
Height 6 ft. to 12 ft.	20 ft.	12.5 ft.
In ground pools, spas and hot tubs	Same as primary structure	4 ft.
Above ground pools, spas, hot tubs and related equipment, accessories, and improvements	Same as primary structure	5 ft.
Ponds less than 18 in. in depth	10 ft.	1 ft.
Fireplaces, barbeque structures, statuary and fountains [1]		
Height 8 ft. or less	3 ft.	3 ft.
Height 8 ft. to 12 ft.	5 ft.	5 ft.

Notes:

[1] All openings for freestanding fireplaces and built-in barbeques shall meet all Uniform Building Code and Uniform Fire Code requirements.

[2] Height measured from ground to walking surface.

18.44.040 – Accessory Structures in Non-Residential Zoning Districts

Accessory structures in non-residential zoning districts are subject to the same development standards (e.g., height and setbacks) as primary structures in the applicable zoning district.

18.44.050 – Accessory Uses

A. Residential Accessory Uses. The following requirements apply to accessory uses in residential zoning district.

1. Accessory uses shall be located on the same parcel as a residence and shall be clearly incidental and subordinate to the residence.
2. Accessory uses shall not change the character of the residential use. Examples of permitted accessory uses include home occupations and personal property sales (i.e., garage or yard sales).

B. Non-Residential Accessory Uses. The following requirements apply to accessory uses in non-residential zoning districts.

1. Accessory uses shall be a part of and clearly incidental and subordinate to the primary use to which it relates.
2. Accessory uses shall be located on the same site as the primary use to which it is incidental and subordinate.
3. Accessory uses may not necessitate an increase in required number of parking spaces.

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Chapter 18.48 – AFFORDABLE HOUSING

Sections:

- 18.48.010 – Purpose
- 18.48.020 – Definitions
- 18.48.030 – Eligibility
- 18.48.040 – Density Bonuses
- 18.48.050 – Concessions and Incentives
- 18.48.060 – Additional Density Bonuses
- 18.48.070 – Affordability Requirements

18.48.010 – Purpose

This chapter identifies incentives for the production of affordable housing for lower-income households in Morgan Hill. These incentives are intended to promote the production of affordable housing consistent with the General Plan Housing Element and California Government Code Section 65915 to 65918. In case of conflict between this chapter and the Government Code, the Government Code shall govern.

18.48.020 – Definitions

Specialized terms used in this chapter are defined as follows:

- A. "Density bonus" means a density increase over the otherwise maximum allowable residential density for the net lot area as defined in Chapter 18.128 (General Terms) and as provided in Government Code Section 65915(f).
- B. "Concession" or "incentive" means any of the following as provided in Government Code Section 65915(k):
 1. A reduction in site development standards or a modification of Zoning Code requirements or architectural design requirements which exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code, including, but not limited to, a reduction in lot size, lot dimensions and building setbacks, and in the ratio of vehicular parking spaces that would otherwise be required, that results in identifiable, financially sufficient, and actual cost reductions.
 2. Approval of mixed-use zoning if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the non-residential uses are compatible with the housing development and the existing or planned development in the area where a proposed housing development will be located.

3. Other regulatory incentives or concessions set forth in Government Code Section 65915 or proposed by the developer or the City which result in identifiable, financially sufficient, and actual cost reductions.
- C. "Housing development" means a development project of five or more residential units, a subdivision or common interest development as described in Government Code Section 65915(i), or a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling, as described in Government Code Section 65915(i), where the result of the rehabilitation would be a net increase in available residential units.

18.48.030 – Eligibility

To be eligible for a density bonus, a proposed housing development shall include a percentage of affordable units or provide senior citizen housing as described in Government Code Section 65915(b)(1), and if applicable, shall comply with Government Code Section 65915(c)(2)(C). A density bonus may also be granted to market-rate housing projects that donate land to the City for the development of affordable housing (Government Code Section 65915(g)) and affordable or senior housing projects that include an on-site child care facility (Government Code Section 65915(h)(1)).

18.48.040 – Density Bonuses

For eligible projects consistent with the requirements of this chapter and Government Code Section 65915, the City Council shall grant an increase in the number of dwelling units permitted in the proposed project. The amount of density bonus is based on the number and degree of affordable units as specified in Government Code Section 65915.

18.48.050 – Concessions and Incentives

An applicant may request one or more concessions or incentives from the City as provided in Government Code Section 65915(d). The City Council shall grant the requested concessions and incentives unless the Council makes a finding described in Government Code Section 65915(d)(1).

18.48.060 – Additional Density Bonuses

A proposed project may be eligible for a density bonus granted for planned development projects that incorporate community benefits as specified in Section 18.30.050 (Planned Development Overlay Zone). For projects receiving both an affordable housing density bonuses under this chapter and a planned development density under Section 18.30.050, the maximum cumulative density bonus for both density bonuses combined may not exceed 35 percent.

18.48.070 – Affordability Requirements

- A. For-Sale Units.** A developer shall agree to and the City shall ensure that the initial occupant of all affordable for-sale units are households of low-, very low-, or moderate-income, as applicable, that the units are offered at an affordable housing cost as defined in Health and Safety Code Section 50052.5, and that affordability covenants and restrictions continue for 55 years.
- B. Rental Units.** A developer shall agree to enter into a contract with the City to ensure the continued affordability of all affordable rental units for 55 years or a longer period of time if required by an applicable construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program. Rents for the lower income density bonus units shall be set at an affordable rent as defined in Section 50053 of the Health and Safety Code.

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Chapter 18.52 – FENCES AND WALLS

Sections:

- 18.52.010 – Purpose and Applicability
- 18.52.020 – Required Permits and Approvals
- 18.52.030 – Measurement of Fence and Wall Height
- 18.52.040 – Height Limits
- 18.52.050 – Exceptions to Height Limits
- 18.52.060 – Materials
- 18.52.070 – Nonconforming Fences and Walls.

18.52.010 – Purpose and Applicability

This chapter establishes standards for fences and walls that apply in all zoning districts.

18.52.020 – Required Permits and Approvals

- A. No Planning Permit Required.** Fences and walls consistent with this chapter are permitted by-right without the requirement to obtain any planning permit unless otherwise stated.
- B. Building Permit.** Fences and walls may require a building permit as required by California Building Code.
- C. Encroachment Permit.** A fence or wall in the public right-of-way requires approval of an Encroachment Permit consistent with Municipal Code Chapter 12.08 (Excavation and Encroachment).
- D. Minor Exception.** The Community Development Director may grant a minor exception to increase the maximum permit height of a fence or wall as described in Section 18.52.050 (Exceptions to Height Limits).

18.52.030 – Measurement of Fence and Wall Height

- A. Measurement of Height.** The height of a fence or wall is measured from the finished grade at the base of the fence or wall to the top edge of the fence or wall.
- B. Fences on Walls.** If a fence is atop a wall, the fence height is measured from the base of the fence.
- C. Different Finished Grades.** If the adjacent finished grade is different on opposite sides of a fence or wall, the height is measured from the side with the lowest finished grade to the highest point on the fence or wall. *[New]*

18.52.040 – Height Limits

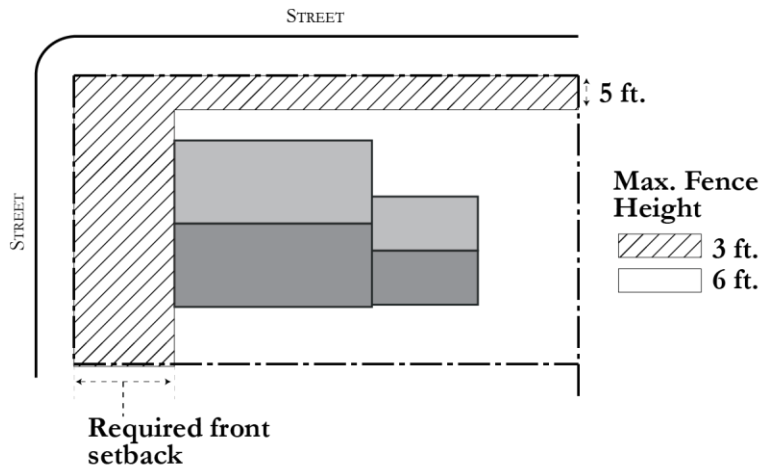
- A. Maximum Height.** Fences and walls may not exceed the maximum height shown in Table 18.52-1 and Figure 18.52-1 except as allowed by Section 18.52.050 (Exceptions to Fence Height Limit).

TABLE 18.52-1: MAXIMUM FENCE AND WALL HEIGHT

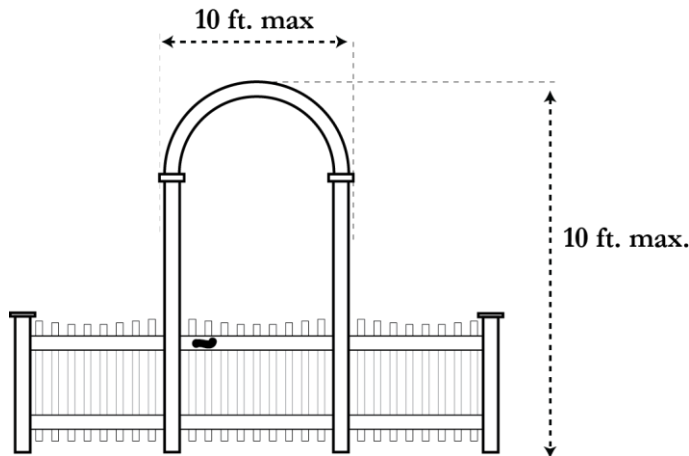
Fence and Wall Height	Maximum Height
Fence in front setback area	3 ft.
Fence within 5 ft. of street side property line	3 ft.
Fence within all other areas of a lot	6 ft. [1]

Notes:

[1] An additional 1 foot of fence height up to a maximum of 7 feet is permitted for lattice work and other decorative features uniformly open to the passage of light and air.

FIGURE 18.52-1: MAXIMUM FENCE AND WALL HEIGHT

- B. Decorative Features.** A decorative arch, gate, trellis or other entry feature located along a street frontage may exceed the height limit shown in Table 17.52-1. Decorative features shall be limited to 10 feet in width and 10 feet in height. Only one decorative feature is permitted per street frontage. See Figure 18.58-2.
- C. Clear Triangle.** Walls and Fences shall comply with clear triangle requirements in Section 18.92.080 (Intersection Site Distance).

FIGURE 18.52-2: DECORATIVE ENTRY FEATURES**18.52.050 – Exceptions to Height Limits**

The Community Development Director may approve a Minor Exception (Section 18.108.070) to allow an increase to the maximum permitted height of a fence or wall as described below.

A. Open Space and Residential Estate Zoning Districts.

1. Within the Open Space and Residential Estate zoning districts, the Community Development Director may grant a Minor Exception to increase the maximum height of a fence in the front setback area to a maximum 6 feet in height.
2. This exception applies only to open, wrought iron or decorative fences that are at least 70 percent open to the passage of light and air.
3. Chain link, chain link with wood or vinyl slats, solid board fences, or any other type of view obstructing fencing may not exceed 3 feet in height in the front setback area.

B. All Zoning Districts. The Community Development Director may grant a Minor Exception to increase the maximum height of a fence or wall by 2 feet in the front setback area and 1 foot behind the front setback line in the following cases:

1. The topography of sloping sites or a difference in grade between adjoining sites warrants such increase in height to maintain privacy, security, or effectiveness of screening.
2. A property is located adjacent to public parks, other public spaces or adjacent to private common area parks and open space where an increase in fence or wall height would not unreasonably affect desirable views or vistas or the open space value of abutting sites.

18.52.060 – Materials

The following fence and wall materials and types are prohibited unless otherwise approved by the Planning Commission:

- A.** Residential zoning districts: Barbed wire, razor wire, chain link, and electric fences.
- B.** Commercial zoning districts: Chain link fences.
- C.** Industrial zoning districts: Barbed wire, razor wire, chain link and electric fences within the front setback area.

18.52.070 – Nonconforming Fences and Walls.

See Chapter 18.68 (Nonconforming Uses and Structures).

Chapter 18.56 – HEIGHT, SETBACK AND LOT COVERAGE EXCEPTIONS

Sections:

- 18.56.010 – Purpose
- 18.56.020 – Height Exceptions
- 18.56.030 – Setback Exceptions
- 18.56.040 – Lot Coverage Exceptions

18.56.010 – Purpose

This chapter identifies permitted exceptions to height, setback, and lot coverage requirements for zoning districts as established in Part 2 (Zoning Districts and Overlay Zones).

18.56.020 – Height Exceptions

- A. Projections Allowed By-Right.** Table 18.56-1 identifies building features which may project above the maximum permitted building height in the applicable zoning district. These projections are permitted by-right, with no discretionary permit required.

TABLE 18-56-1: ALLOWED PROJECTIONS ABOVE HEIGHT LIMITS

Structures Allowed Above Height Limit	Maximum Coverage	Maximum Projection
Non-habitable decorative features such as spires, steeples, belfries, cupolas, domes	10% of roof area [1]	5 ft. in Residential Estate and Residential Detached zones; 10 feet in all other zones
Parapets, fire escapes, catwalks, and open guard rails required by law	As required by law	As required by law
Skylights	No restriction	1 ft.
Chimneys and vent stacks	5% of roof area	5 ft.
Amateur Radio Facilities	No restriction	35 ft. [2]
Receive-only radio and television antennas	No restriction	12 feet in residential and mixed-use zones; 30 ft. in all other zones.
Building mounted wireless communications facilities	See Chapter 18.96	
Rooftop features for outdoor living areas, such as sunshade, open railings, trellises, and landscaping	25% of roof area [1]	10 ft. [2]

Elevator shafts and stair towers (for multi-family and non-residential buildings only)	10% of roof area [1]	16 ft. [2]
Rooftop equipment and enclosures	25% [1]	12 ft. [2]
Flagpoles not over 8 inches in width	N/A	6 ft.
Photovoltaic panels	No restriction	4 ft.
Wind energy systems	No restriction	10 ft.

Notes:

[1] Must be set back from the exterior wall one foot for every foot of projection above the height limit.

[2] As measured from the building roofline.

B. Height Exceptions Allowed with Minor Exception. The Community Development Director may allow buildings to exceed the maximum permitted height in the applicable zoning district by up to 10 percent with the approval of a Minor Exception. See Section 18.108.080 (Minor Modification).

18.56.030 – Setback Exceptions

A. Projections into Required Setback. Table 18.56-2 identifies primary building features which that may project into minimum required setbacks in the applicable zoning district. These projections are permitted by-right, with no discretionary permit required.

TABLE 17.56-2: ALLOWED PROJECTIONS INTO REQUIRED SETBACKS

Projecting Features	Maximum Projection into Required Setback	Minimum Distances from Property Lines
Cornices, awnings, eaves, and other similar roof projections	3 ft.	1.5 ft.
Canopies and similar features within any non-residential zoning district	Two-thirds of required setback	5 ft.
Ground floor porches	7 ft.	5 ft.
Upper story porches	5 ft.	5 ft.
Uncovered stairs, ramps, stoops, or landings that service upper stories	5 ft.	5 ft.
Bay windows and chimneys	3 ft. [1]	1.5 ft.

Notes:

[1] Features may not occupy, in the aggregate, more than one-third of the length of the building wall on which they are located.

B. Accessory Structures. See Chapter 18.44 (Accessory Structures and Uses) for setback requirements that apply to accessory structures.

C. Setback Exceptions Allowed with Minor Exception. The Community Development Director may decrease the required front and rear setback by up to 25 percent and the

required side setback by up to 40 percent with the approval of a Minor Exception. See Section 18.108.070 (Minor Exception).

18.56.040 – Lot Coverage Exceptions

The Community Development Director may decrease the maximum lot coverage requirement by up to 10 percent with the approval of a Minor Exception. See Section 18.108.070 (Minor Exception).

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Chapter 18.60 – HISTORIC RESOURCES

Sections:

- 18.60.010 – Purpose
- 18.60.010 – Applicability
- 18.60.020 – Definitions
- 18.60.030 – Identification of Historical Resources
- 18.60.040 – Local Register Designation Process
- 18.60.050 – Adopted Survey List Designation Process
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18.60.010 – Purpose

- A. General Purpose.** The purpose of this chapter is to promote the public health, safety and general welfare by providing for the identification, protection, enhancement, perpetuation and use of historical resources, including buildings, structures, signs, objects, features, sites, areas, record, manuscript, historic and prehistoric archaeological sites, places, districts, designed landscapes, cultural landscapes and areas within the city that reflect special elements of the city's architectural, artistic, cultural, engineering, aesthetic, historical, political, social and other heritage.
- B. Specific Intent.** This chapter is specifically intended to:
1. Safeguard the heritage of the city as embodied and reflected in such resources;
 2. Encourage public knowledge, understanding and appreciation of the city's past;
 3. Foster civic and neighborhood pride and a sense of identity based on the recognition and use of historical resources;
 4. Promote the enjoyment and use of historical resources appropriate for the education and recreation of the people of the city;
 5. Preserve historic architectural styles and design preferences reflecting phases of the city's history and to encourage complementary contemporary design and construction;

6. Enhance property values and to increase economic and financial benefits to the city and its inhabitants;
7. Protect and enhance the city's attraction to tourists and visitors (thereby stimulating business and industry);
8. Identify as early as possible and resolve conflicts between the preservation of the historical resources and alternative land uses;
9. Integrate the preservation of historical resources and the extraction of relevant data from such resources into public and private land management and development processes; and
10. Conserve and recycle valuable community resources by continuing use and maintenance of the historic built environment.

18.60.010 – Applicability

This chapter applies to potentially significant, significant, and designated historical resources within the City of Morgan Hill.

18.60.020 – Definitions

A. Terms Defined. Terms used in this chapter are defined as follows:

1. "Adopted Survey List" is a list of resources (e.g., object, building, structure, site, area, place, record, or manuscript) which the City of Morgan Hill determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of Morgan Hill but have not been officially designated or listed on the local register. Resources listed on the adopted survey list shall be considered significant historical resources for the purposes of this chapter.
2. "Age" means the characteristic of being at least 45 years old.
3. "Alteration" is exterior change or modification of character-defining features, through public or private action, of any significant or potentially significant historical resource, or of any contributing resource located within an historic district, which may include but not be limited to, exterior changes to or modification of structure, architectural details or visual characteristics such as surface texture, grading, surface paving, new structures, cutting or removal of trees and other natural features, disturbance of archeological sites or areas and the placement or removal of any exterior objects such as signs, plaques, light fixtures, street furniture, walls, fences, steps, significant plantings and landscape accessories, to the extent that such would affect the exterior character-defining features of the property containing the resource.

4. "Association" is the direct link between an important historic event or persons and a historic property for design, engineering or construction value and the ability to yield important information about prehistory or history.
5. "Buildings" are structures created to shelter human activity. Historic buildings are considered in their entirety. A building that has lost its basic structural elements is usually considered a "ruin" and is categorized as a site.
6. "Character-Defining Features" are those physical characteristics of an historical resource that convey its historical significance and justify its inclusion in or eligibility for inclusion in the National, California or Local Register. Character-defining features of a resource are documented by a qualified professional on a Primary Record survey form and/or a full historic evaluation; and also may consist of features mutually agreed upon by a property owner and the Community Development Director or designated city staff.
7. "Design" is the combination of elements that create the form, plan, space, structure and style of a property.
8. "Designated Historical Resource" is any historical resource that has been determined to be significant and that has been designated and placed on a local register of historical resources pursuant to this chapter.
9. "Evaluation" is an intensive survey used to determine historical significance of a resource. An evaluation consists of completed Department of Parks and Recreation (DPR) 523 series survey forms, including: 1) Primary Record (523A); 2) Building, Structure, Object Record (523B); and 3) Any additional survey form appropriate for documentation of the subject resource.
10. "Feeling" is a property's expression of the aesthetic or historic sense of a particular period of time and results from the presence of physical features that, taken together, convey the property's historic character.
11. "Historical Resources" include the following classifications: buildings, structures, sites, objects, historic district and archaeological resources that have determined to have a) Age, b) Integrity and c) Historical Significance. For the purposes of this chapter and the California Environmental Quality Act (CEQA), the term "historical resources" shall include the following:
 - a. A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the National Register or the California Register of Historical Resources.
 - b. A resource included in a local register of historical resources or identified as significant in an historical resource survey meeting the requirements of section 5024.1(g) of the California Public Resources Code will be presumed to be historically or culturally significant, unless the preponderance of evidence demonstrates that it is not historically or culturally significant.

- c. Any object, building, structure, site, area, place, record, or manuscript which the city of Morgan Hill determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California or of Morgan Hill.
 - d. The fact that a resource is not listed in or determined to be eligible for listing in the California Register, and is not listed in a local register, does not preclude the city from determining that the resource is a potentially significant historical resource, such that further evaluation can be required to evaluate the resource for historic significance.
- 12. "Historic Context Statement" is a document adopted by the City Council that describes historic periods and themes in Morgan Hill's history, which is used as a tool to assist with the assessment of a property's historic significance, by providing a framework against which to objectively qualify the property's relationship to larger themes and events.
- 13. "Historic District" is a geographically-definable area—urban or rural, small or large—possessing a significant concentration, linkage, or continuity of sites, buildings, structures and/or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history. A contributing resource within the district is an historical resource which contributes to the character of a historic district as described in National Register Bulletin 15.
- 14. "Historical Significance" in national, state or local history, architecture, archaeology, engineering and culture is present in districts, sites, buildings, structures and objects that possess age, integrity and association with an important historical context:
 - a. That are associated with events that have made a significant contribution to the broad patterns of our national, state and/or local history and cultural heritage; or
 - b. That are associated with the lives of persons significant in our national, state and/or local past; or
 - c. That embody the distinctive characteristics of a type, period, region, or method of construction, or that represent the work of a master or important creative individual, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
 - d. That have yielded, or may be likely to yield, information important in prehistory or history.
- 15. "Historic Preservation Officer" is defined as the Community Development Director when such a designation is relevant for consultation with federal agencies for the purpose of Section 106 procedures. This designation may be used for other consultations affecting community historical resources.

16. "Integrity" is the ability of a property to convey its significance and evaluation of integrity is grounded in an understanding of a property's physical features and how they relate to its significance. There are seven aspects or qualities that, in various combinations, define integrity: location, design, setting, materials, workmanship, feeling and association. To retain historic integrity a property will always possess several, and usually most, of the aspects. Determining which of the seven aspects are most important to a property requires knowing why, where and when the property is significant.
17. "Interior Architectural Feature" is any portion of the interior of a public space in a publicly owned building, or of a space in a privately-owned building designated or listed at the request of the owner, where the space is generally accessible for use and viewing by the general public. The feature must meet the criteria for historic significance in accordance with the criteria for designation as provided in this chapter. Proposed changes to designated historic interior spaces must follow the same procedures outlined in this chapter for alteration to exterior features.
18. "Local Register" is a list of properties officially designated or recognized as historically significant by the City of Morgan Hill pursuant to a local ordinance or resolution adopted by the City Council.
19. "Location" is the place where the historic property was constructed or the place where the historic event occurred.
20. "Object" is a material thing of functional, aesthetic, cultural, historical or scientific value that may be, by design or nature, moveable yet related to a specific setting or environment.
21. "Potentially Significant Historical Resource" is a resource that is identified through a Reconnaissance Survey and/or by the City to have (a) Age and (b) Integrity but Historical Significance has not yet been evaluated or determined.
22. "Preservation" is defined as the act or process of applying measures necessary to sustain the existing form, integrity and materials of an historical resource. Work including preliminary measures to protect and stabilize the resource generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction.
23. "Reconnaissance Survey" is a preliminary historic survey used of a defined geographic area, which identifies resources warranting further evaluation to determine historical significance, and which may also identify geographic areas and/or properties that do not have potential historical resources and will not be subject to historic review as long as the timeframe of the reconnaissance survey remains valid for such determination. A reconnaissance survey will generally include DPR 523 Primary Record survey forms (DPR 523A) or equivalent information for those resources determined to warrant future further evaluation.

24. "Reconstruction" is defined as the act or process of depicting, by means of new construction, the form, features and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.
25. "Rehabilitation" is defined as the act or process of making possible a compatible use for a resource through repair, alterations and additions while preserving those portions or features which convey its historical, cultural, or architectural value.
26. "Restoration" is defined as the act or process of accurately depicting the form, features and character of a resource as it appeared at a particular period in time by means of the removal of features from other periods in its history and reconstructing missing features from the restoration period.
27. "Setting" is the physical environment of a historic property. Whereas location refers to the specific place where a property was built or an event occurred, setting refers to the character of the place in which the property played its historical role.
28. "Site" is the location of a significant event, a prehistoric or historic occupation or activity, or a building, structure or landscape, whether standing, existing, ruined, or vanished, where the location itself possesses historic, cultural, or archaeological value regardless of the value of any existing structure. A site can possess associative significance or information potential or both, and can be significant under any or all of the four criteria for evaluation of significance.
29. "Standards" are the Secretary of the Interior's Standards for the Treatment of Historic Properties, which is the body of information that provides acceptable approaches for preserving, rehabilitating, restoring and reconstructing significant historical resources or potentially significant historical resources. A project that follows the Secretary's Standards is considered not to result in a significant impact to the resource under the California Environmental Quality Act(CEQA).
30. "Structure" is a man-made feature made of interdependent and interrelated parts in a definite pattern of organization. The term "structure" is used to distinguish from "buildings" which are constructed primarily for human shelter. If a structure has lost its historic configuration or pattern of organization through deterioration or demolition, it is usually considered a "ruin" and is categorized as a site.
31. "Substantial Adverse Change" means demolition, destruction, relocation, or alteration of the character-defining features of an historical resource or its immediate surroundings such that the significance of an historical resource would be materially impaired. A project with an effect that may cause a substantial adverse change is a project that may have a significant effect on the environment under CEQA.
32. "Unique Archaeological Resource" is a type of historical resource and means an archaeological artifact, object, or site about which it can be clearly demonstrated

that, without merely adding to the current body of knowledge, there is a high probability that it meets any of the following criteria:

- a. Contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information.
 - b. Has a special and particular quality such as being the oldest of its type or the best available example of its type.
 - c. Is directly associated with a scientifically recognized important prehistoric or historic event or person.
33. "Workmanship" is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.

B. Terms Not Defined. Terms not defined in this section shall be interpreted so as to give this chapter its most reasonable meaning and application.

18.60.030 – Identification of Historical Resources

A. Citywide Reconnaissance Survey.

- 1. In 2008, the City completed a reconnaissance survey to identify potential historical resources located within the City of Morgan Hill 2007 Urban Growth Boundary (UGB). The survey process included a visual survey of over 870 properties containing structures at least 45 years in age. From the over 870 properties, 126 DPR 523A Primary Record survey forms were completed for properties appearing to maintain historic integrity. The reconnaissance survey will be used to exclude properties from further historic evaluation and to identify those properties requiring a full evaluation as defined in this chapter, as part of future development proposals, to determine historical significance.
- 2. The City of Morgan Hill may periodically update the citywide reconnaissance survey and/or survey additional properties located within the city limits, urban growth boundary, urban limit line, or sphere of influence boundary, for the purposes of identifying those properties or geographic areas that are determined not to be or contain potentially significant historical resources, as well as to identify those properties or areas that may contain potentially significant historical resources and will require additional evaluation in order to make determinations of age, integrity and/or significance.
- 3. The City of Morgan Hill will maintain a comprehensive record of reconnaissance surveys, evaluations and historic reports completed for properties located within the city limits, urban growth boundary and/or sphere of influence, including those completed as part of the 2008 Reconnaissance Survey and those submitted by individual applicants.

B. Local Register of Designated Historical Resources. The City of Morgan Hill will maintain a local register of designated historical resources consisting of resources

determined by the City Council to possess age, integrity and significance. The City of Morgan Hill will also maintain an adopted survey list identifying resources considered to be significant to Morgan Hill but not officially designated or listed on the local register. For the purposes of this chapter, an object, building, structure, site, area, district, unique archaeological resource, place, record, or manuscript may be classified a designated historical resource and placed on the local register by the planning commission pursuant to Section 2.36.040 if it is determined through survey and documentation to be a "Historical Resource" as defined in this chapter, which are determined to have (a) age, (b) integrity and (c) historical significance as defined by this chapter

- C. Archaeological Sensitivity Maps.** The City of Morgan Hill may publish or adopt archaeological sensitivity maps and/or may request the assistance of the Northwest Information Center, which is the area's historical resources information system located at Sonoma State University, for information about known archaeological sites, or about potential historic or prehistoric resources that may be determined to be significant or unique.
- D. Site Specific Evaluations.** The City of Morgan Hill may require project applicants to retain qualified consultants to prepare evaluations that can be used by the city to determine whether a property or site is a potentially significant or a significant historical resource, as part of development review and/or environmental review processes. The city may require a peer review by the city's historic consultant of any evaluation report submitted directly by an applicant. Reconnaissance surveys and evaluations shall use the adopted Morgan Hill Historic Context Statement as a tool for understanding whether and why the property is significant. A resource must be associated with an important historical context and retain integrity of those features necessary to convey that significance.

18.60.040 – Local Register Designation Process

Historical resources and historic districts shall be designated and placed on the local register by the Planning Commission as follows:

- A. Request for Designation.** The City of Morgan Hill or any property owner may request the designation of a significant or potentially significant historical resource or the designation of a historic district by submitting an application for such designation to the Planning Commission. The Community Development Director, Planning Commission or City Council may also initiate such proceedings on their own motion.
- B. Study.** The Community Development Director will conduct a study of the proposed designation and make a preliminary determination based on such documentation as may be required, as to the appropriateness for designation. If the Community Development Director determines the application merits consideration, the Community Development Director shall forward such analysis and recommendation to the Planning Commission at a public hearing to consider designation of the historical resource or historic district.

- C. Hold on Permits.** No building alteration, demolition or relocation permits for any improvement, building or structure proposed for designation or located within a historic district that is proposed for designation shall be issued while the public hearing or any appeal related thereto is pending.
- D. Public Notice and Hearing.** The Planning Commission shall consider an application for the designation of a proposed historical resource or historic district at a public hearing noticed in accordance with Section 18.104.090 (Notice of Hearing).
- E. Planning Commission Decision.** At the conclusion of the public hearing for the designation of a proposed historical resource or historic district, the Planning Commission shall approve in whole or in part, or disapprove in whole or in part, the application, in writing.
- F. Appeal.** The Planning Commission decision to approve or deny the formal designation of a historical resource or historic district or to impose conditions on a project may be appealed in accordance with Section 18.60.110 (Appeals).

18.60.050 – Adopted Survey List Designation Process

Historical resources may be placed on the adopted survey list by the City Council in the following manner:

- A. Initiation.** The City of Morgan Hill or any property owner may request the inclusion of a significant or potentially significant historical resource on the adopted survey list by submitting an application to the Community Development Director. The Planning Commission or City Council may also initiate such proceedings on their own motion.
- B. Study.** The Community Development Director will conduct a study of the proposed inclusion and make a preliminary determination based on such documentation as may be required, as to the appropriateness for inclusion, and shall forward such analysis and recommendation to the Planning Commission and City Council at a public hearing.
- C. Hold on Permits.** No alteration, demolition or relocation permits shall be issued for the subject resource while the public hearing or any appeal related thereto is pending.
- D. Planning Commission Hearing.** The Planning Commission shall consider an application for the inclusion of the resource on the adopted survey list at a public hearing noticed in accordance with Section 18.104.090 (Notice of Hearing). The Planning Commission shall recommend to the City Council to either include or to not include resource on the adopted survey list.
- E. City Council Hearing.** The City Council shall act on application for the inclusion of the resource on the adopted survey list at a public hearing noticed in accordance with Section 18.104.090 (Notice of Hearing).
- F. Effect of Listing.** Any proposed alteration, demolition or relocation of a historical resource listed on the adopted survey list shall be subject to the same review process and criteria outlined in this chapter for designated historical resources.

18.60.060 – Determining if Historical Alterations, Demolition or Relocation Permits are Required

Development projects and building permit applications involving structures or buildings at least 45 years in age, or located within a historic district, shall undertake the following steps in the development review process to determine if a Historical Alteration Permit and/or Historical Resource Demolition or Relocation Permit is required. Building permit applications involving only interior improvements are not subject to the provisions of this chapter, unless the building interior is specifically listed on the local register as a designated historical resource.

- A. Prior Review.** City staff shall consult the comprehensive record of reconnaissance surveys and evaluations on file at the Development Services Department to determine whether the subject resource has been previously reviewed, and if so, the status of the resource (i.e., potentially significant, significant, not significant, or requires evaluation).
- B. Evaluation.** If the subject resource has not been previously reviewed, or if the Community Development Director determines the existing survey and/or evaluation is no longer valid due to the age of the survey or analysis (more than five years old), or as a result of substantial change to the physical condition of the resource or its setting, the applicant may be required to provide an evaluation. Evaluations shall be prepared by a qualified consultant and shall use the California Register Criteria for Evaluation and the adopted Morgan Hill Historic Context Statement to determine significance.
- C. Resources Found Not Significant.** Resources that are surveyed, evaluated and determined not to be significant shall require no further historic review.
- D. Significant or Potentially Significant Resources.**
 - 1. Resources that are surveyed, evaluated and determined to be a potentially significant or significant historical resource shall be subject to CEQA and the discretionary permit requirements established by this chapter for any proposed alteration, demolition or relocation of the resource.
 - 2. The Community Development Director may determine that no evaluation and/or no discretionary permit is required if either of the following apply:
 - a. The resource is located in a geographic area that has been determined by a valid reconnaissance survey, or other evaluation conducted by the City or applicant, not to be or contain potentially significant historical resources; or
 - b. The nature of work is minor and incidental; will not adversely affect the external appearance of the character-defining features of existing significant improvements, buildings and structures on the site; the proposed project or building permit application is consistent with the Secretary of the Interior's Standards.

18.60.070 – Historical Alterations Permit

- A. When Required.** Unless waived pursuant to paragraph 18.62.030.E, it is unlawful for any person to alter or modify character-defining features of a potentially significant or significant historical resource, a resource that has been formally designated or listed on the City's adopted survey list, or which lies within an historic district, without first obtaining a Historical Alteration Permit as outlined below. Neither the Community Development Director nor the Building Official shall grant any permit to carry out such work without the approval of a Historical Alteration Permit.
- B. Application.** If a Historical Alteration Permit is required pursuant to Section 18.60.040, the following procedures will be followed in processing the permit application:
1. Historical Alteration Permit applications shall be submitted to the Development Services Department for review and approval. Applications shall be accompanied by materials as required by the Community Development Director and reasonably necessary for the proper review of the project, including but not limited to information regarding the age and construction of a building or structure and building permit records;
 2. The Community Development Director or designated staff shall determine whether the application will be processed as "minor" or "major" historical alteration permit;
 - a. "Minor" historical alteration permits shall apply to alterations with a valuation of less than \$10,000 or as determined to be minor by the Community Development Director.
 - b. "Major" historical alteration permits shall apply to alterations with a valuation of \$10,000 or greater.
 3. City Staff will review applications for compliance with the Secretary of the Interior's Standards and may require that the applicant deposit funds for the City to retain the services of a qualified historic consultant if necessary;
 4. Environmental review of a historical alteration permit application will be required as follows:
 - a. If the proposed alteration or modification is in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, the potential impact on historical resources shall be considered less than significant and the project would be exempt from CEQA unless other factors are identified which could cause other potentially significant environmental impacts.
 - b. If the proposed alteration or modification is not in compliance with the Secretary of the Interior's Standards then CEQA review will be required.

5. Historical Alteration Permit applications (both minor and major) will require the review and approval of the Community Development Director or designated staff, except as provided below:
 - a. Any application involving preparation of an initial study, negative declaration or environmental impact report shall be referred to the Planning Commission for approval at a duly noticed public hearing.
 - b. The Community Development Director may also require a historical alteration permit application to be reviewed and approved by the planning commission at his/her discretion.
 6. As part of the review process, the Community Development Director or Planning Commission may impose conditions on a project to bring the proposed work into compliance with the Secretary of the Interior's Standards.
 7. The Community Development Director or Planning Commission decision to approve or deny a Historical Alteration Permit or to impose conditions on a project may be appealed in accordance with Chapter 18.112 (Appeals).
- C.** Reconstruction of potential historical and historical resources shall also comply with the Secretary of the Interior's Standards and require a historical alteration permit as described under subsection B, above. If all of the conditions of reconstruction as defined in this chapter and by the Standards for Reconstruction cannot be met, then reconstruction should not be undertaken and CEQA analysis is required. Reconstruction, though not encouraged, may be a viable option, though rare.

18.60.080 – Historical Resource Demolition or Relocation Permit

- A. When Required.** It is unlawful for any person to tear down, demolish, remove or relocate a potentially significant or significant historical resource, a resource that has been formally designated or listed on the City's adopted survey list, or which lies within an historic district, without first obtaining a Historical Resource Demolition or Relocation Permit as outlined below. Neither the Community Development Director nor the Building Official shall grant any permit to carry out such work without the prior approval of a historical resources demolition or relocation permit by the planning commission.
- B. Application.** If a Historical Resource Demolition or Relocation Permit is required pursuant to Section 18.60.050, the following procedures will be followed in processing the permit application:
1. Applications for a Historical Resource Demolition or Relocation Permit shall be submitted to the Development Services Department for review and consideration by the Planning Commission. Applications shall be accompanied by materials as required by the Community Development Director and reasonably necessary for the proper review of the project, including but not limited to information regarding the age and construction of a building or structure and building permit records.

2. City staff will review applications for compliance with the Secretary of the Interior's Standards and may require that the applicant deposit funds for the city to retain the services of a qualified historic consultant if necessary.
3. Environmental review of a Historical Resource Demolition or Relocation Permit application will be required as follows:
 - a. If the proposed demolition or relocation is in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, the potential impact on historical resources shall be considered less than significant and the project would be exempt from CEQA unless other factors are identified associated with the proposed project which could cause potentially significant environmental impacts.
 - b. If the proposed demolition or relocation is not in compliance with the Secretary of the Interior's Standards then CEQA review will be required.
4. Notice of public hearing for the Planning Commission consideration of a Historical Resource Demolition or Relocation Permit application shall be provided in accordance with Section 18.104.090 (Notice of Hearing).
5. The Planning Commission shall complete its review and shall render its decision after the conclusion of a public hearing on the application. In review of permits sought to wholly or partially relocate or demolish a potentially significant or significant historical resource, or resources within an historical resource site or historic district, the Planning Commission may approve or disapprove the issuance of the permit or permits. The Planning Commission may also approve the issuance of the permit with conditions to bring the proposed work into compliance with the Secretary of the Interior's Standards.
6. The Planning Commission decision to approve or deny a Historical Resource Demolition or Relocation permit may be appealed to the City Council in accordance with Chapter 18.112 (Appeals).
7. To move a designated historical structure listed on the National Register of Historic Places, the applicant must first obtain written approval from the Keeper of the National Register prior to the move to ensure that the resource will retain its National Register status; and
8. To move a designated historical structure that is not National Register listed but is a locally designated historical resource, the Community Development Director shall obtain sufficient information to ensure the new location substantially recreates the original location in terms of siting, setback, ordinal orientation and all other features that marked the original location, in order to retain its local register status.

18.60.090 – Archaeologically Sensitive Areas

The following requirements apply to projects proposed within an area identified as archaeologically sensitive on the City's adopted archaeological sensitivity map.

A. Status Determination.

1. The City shall consult with the Northwest Information Center to determine if the project is located within or adjacent to a known archaeological site.
2. If the City determines that the project is located within or adjacent to a known archaeological site, the following requirements apply:
 - a. The project shall obtain a Historical Alteration Permit.
 - b. The project's CEQA review shall consider potentially significant impacts on archaeological resources and identify appropriate mitigation measures to be imposed as conditions of approval in addition to the standard conditions in Subsection B below.
 - c. The project shall comply with the standard conditions of approval in Subsection C below.
3. If the City determines that the project is not located within or adjacent to a known archaeological site, the applicant may either:
 - a. Prepare an archaeological survey for the site to identify necessary mitigation measures; or
 - b. Comply with the standard conditions of approval in Subsection C below. If the project complies with these standard conditions of approval, the City shall find that potentially significant impacts on archaeological resources are reduced to a less than significant level and that the preparation of an archaeological resources report is not required.

B. Standard Conditions of Approval.

1. **Applicability.** The conditions of approval in paragraphs 2 and 3 below apply to:
 - a. All projects located within or adjacent to a known archaeological site; and
 - b. Projects not located within or adjacent to a known which elected to comply with these conditions pursuant to A.3 above.
2. **On-Site Archaeologist.** An archaeologist shall be present on-site to monitor all ground-disturbing activities. If historical or archaeological artifacts are found during construction, the following protocol shall be followed:
 - a. Work within 30 feet of the artifacts shall halt immediately. And the archaeologist shall determine if the artifacts qualify as a unique archaeological resource as defined by this chapter.

- b. If the archaeologist determines that the artifacts are not a unique archaeological resource, the archaeologist shall submit to the Community Development Director a brief memorandum or letter that describes the artifacts, assesses their significance, and describes of the methods used to determine their significance. Construction may continue upon the Director's approval of the archaeologist's determination.
 - c. If the archaeologist determines that the artifacts qualify as a unique archaeological resource, the archaeologist shall submit to the Community Development Director an action plan that recommends measures to avoid or minimize impacts to the resource. The action plan shall be prepared in conformance with California Public Resources Code 21083.2. Construction may continue only after the Director's approval of the action plan.
3. **Discovery of Human Remains.** If human remains are discovered during construction, the project shall comply with all applicable state and federal laws, including California Health and Safety Code Section 7050.5 and CEQA Guidelines Section 15064.5(e).

18.60.100 – Maintenance and Repair of Historic Resources

- A. **Requirement to Keep in Good Repair.** The owner, occupant or other person in actual charge of a historical resource, or an improvement, building or structure in an historic district shall keep in good repair all of the exterior portions of such improvement, building or structure as necessary to prevent deterioration and decay of any exterior architectural feature.
- B. **Enforcement.** It shall be the duty of the Community Development Director and the Building Official to enforce this section.
- C. **Ordinary Maintenance and Repair.** Nothing in this chapter shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any property covered by this chapter that does not involve a change in design, material or external appearance thereof
- D. **Public Safety.** This chapter shall not prevent the construction, reconstruction, alteration, restoration, demolition or relocation of any such feature when the building official certifies to the Community Development Director that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code.

18.60.110 – Appeals

- A. **General.** Decisions of the Community Development Director and Planning Commission as described in Subsection B and C below may be appealed in accordance with Chapter 18.112 (Appeals).

B. Community Development Director Decisions. The following decisions by the Community Development Director may be to the Planning Commission:

1. The decision to approve or deny alteration to a potentially historical or historical resource or site; and
2. The decision to impose conditions on a project involving the alteration of a potentially historical or historical resource or site.

C. Planning Commission Decisions. The following decisions by the Planning Commission may be appealed to the City Council:

1. The determination made after a public hearing that an object, site or structure be placed on the local register as a designated historical resource or not be placed on the local register as a designated historical resource or historic district;
2. The decision to grant or deny an approval to tear down, demolish, or relocate any improvement, or any portion thereof, which is a potentially historical or historical resource or site;
3. The decision to approve or deny alteration to a potentially historical or historical resource or site;
4. The decision to impose conditions on a project involving the alteration of a potentially historical or historical resource or site; and
5. Any item acted on by the Planning Commission on appeal or referral from the Community Development Director.

18.60.120 – Enforcement and Penalties

A. Methods of Enforcement. In addition to the regulations of this chapter, other chapters of the Municipal Code and other provisions of law which govern the approval or disapproval of applications for permits or licenses covered by this chapter, the Community Development Director and Building Official have the authority to implement the enforcement thereof by any of the following means:

1. Serving notice requiring the removal of any violation of this chapter upon the owner, agent, occupant or tenant of the improvement, building, structure or land;
2. Calling upon the City Attorney to institute any necessary legal proceedings to enforce the provisions of this chapter, and the City Attorney is authorized to institute any actions to that end; and
3. Calling upon the Chief of Police and authorized agents to assist in the enforcement of this chapter.

B. Injunctive Relief. In addition to any of the remedies described in Subsection A above, the City Attorney may maintain an action for injunctive relief to restrain or enjoin or to cause correction or removal of any violation of this chapter, or for an injunction in appropriate cases.

- C. Restoration.** Any person who demolishes, alters, or constructs a building or structure in violation of this act shall be required to restore the building or structure and its site to its appearance prior to the violation. Any action to enforce this subsection shall be brought by the city attorney. This civil remedy shall be in addition to and not in lieu of any criminal prosecution and penalty.

18.60.130 – Preservation Incentives

- A. Permit Fees.** The City Council may waive or reduce any processing fees for permits or other procedures for an owner of a designated historical resource undertaking work on the resource. The Community Development Director is authorized to accelerate the processing of any other required applications to comply with city requirements.
- B. Historic Preservation Funding Program.** The City of Morgan Hill may establish a funding program and guidelines for use by owners of a designated historical resource, as defined in this chapter. Funding subsidies may be available for an owner undertaking work on an historical resource who is prevented by economic constraints from completing work in compliance with the Secretary of the Interior's Standards. The Community Development Director may develop an application for requested subsidies. Evaluation criteria could include the significance of the historical resource, owner need and necessity for the work to be undertaken. All work undertaken shall meet the Secretary of the Interior's Standards for the Treatment of Historic Properties. Emergency measures to ensure the stability of a damaged designated historical resource shall be an allowable cost.
- C. Mills Act.** The City of Morgan Hill may maintain the provision of the Mills Act, adopted in 1972 by the State of California and amended in 1984 to allow an owner of a designated historical resource to have the property tax amount abated based on the provisions of the act. The owner and the City shall enter into an agreement which defines the actions to be taken by the owner to ensure the restoration, or protection and continued compatible use of the property.
- D. Marks Historical Rehabilitation Act.** The City of Morgan Hill may adopt provisions of the Marks Historical Rehabilitation Act. Under the provisions of this Act, the City of Morgan Hill may issue tax-exempt revenue bonds for the purpose of financing the historical rehabilitation of buildings with significance to the city of Morgan Hill, the State of California, or the United States.
- E. Historic Easements.** The City of Morgan Hill may participate in the development of a historic easement for a designated historical resource, including cultural/historic landscapes and all other historical resource types. The purpose of the easement is to protect the City's historical resources for the benefit of the community by allowing the owner to obtain a tax credit for the restoration, protection, or continued compatible use of the historical resource. The value of the revised deed restrictions may be held by the city or appropriate historical society or preservation organization with the expertise to

oversee the enforcement of the easement for the current owner and any subsequent property owner.

- F. Historical Building Code.** Significant and designated historical resources shall be eligible to use the California Historical Building Code, which can allow for alternate methods of meeting building code requirements.
- G. Planned Development Overlay.** Owners of designated historical resources may submit an application for a Planned Development Overlay zoning of the property in accordance with Section 18.30.050. The Planned Development overlay may allow other conditional uses on the site beyond those uses allowed by the underlying base zoning district and/or different development standards including but not limited to setbacks, height and parking standards.

Chapter 18.64 – LANDSCAPING

Sections:

- 18.64.010 – Purpose
- 18.64.020 – Applicability
- 18.64.030 – Water Conservation in Landscaping Ordinance
- 18.64.040– Landscape Plans
- 18.64.050 – Required Landscape Areas
- 18.64.060– General Landscape Requirement
- 18.64.070 – Landscaping Maintenance and Enforcement

18.64.010 – Purpose

This chapter establishes landscaping standards to enhance the aesthetic appearance of developed areas in Morgan Hill and to promote the efficient use of water resources.

18.64.020 – Applicability

The requirements in this chapter apply to projects requiring a Design Permit as specified in Section 18.108.040 (Design Permits) and that involve either:

- A. The construction of new buildings; or
- B. Additions that increase by 25 percent or more the floor area or market value of one or more buildings on the property.

18.64.030 – Water Conservation in Landscaping Ordinance

In addition to the requirements of this chapter, all applicable development in Morgan Hill shall also comply with Chapter 18.148 (Water Conservation in Landscaping) as required by the California Water Conservation in Landscaping Act (Government Code Section 65591 et seq.). If conflicts occur between Chapter 18.148 and this chapter, the more restrictive shall control.

- A. **Landscape Plan Required.** All projects subject to the requirements of this chapter shall submit a landscape plan as part of the Design Permit application and subsequent building permit applications.
- B. **Required Contents.** Landscape plans shall include the following features and information:
 1. Site boundaries.
 2. Existing conditions on the property, including contours and existing structures.

3. Structures immediately adjacent to the property.
4. New structures and improvements proposed as part of the development project.
5. Existing landscaping, trees, and vegetation to be retained specifying plant location, species, and size. Details of existing trees shall also include tree diameter measured 48 inches above existing grade and outer limit of tree canopy.
6. New landscaping proposed as part of the development project specifying plant location, species, and size.
7. Irrigation plan specifying the location, type, and size of all components of the irrigation system.
8. Proposed grading.
9. Additional information as determined by the Development Services Department to demonstrate compliance with the requirements of this chapter.

C. Review and Approval. The Development Services Department shall review all landscape plans to verify compliance with this chapter. Landscape plans shall be approved by the review authority responsible for approving the Design Permit required for the proposed project.

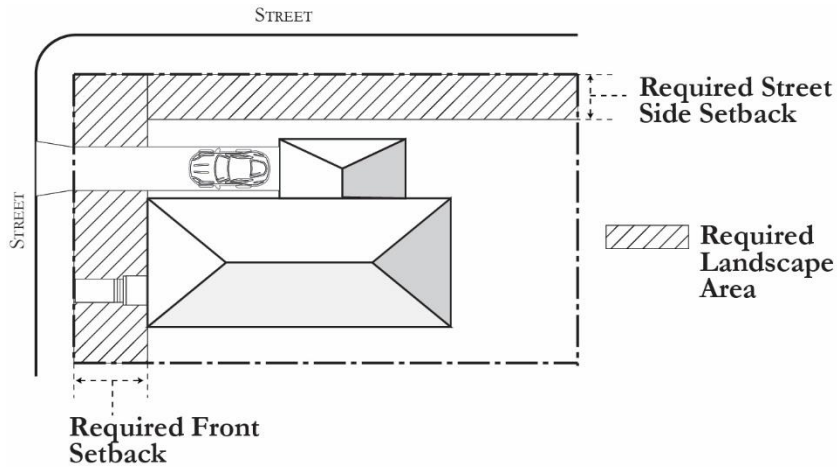
D. Changes to Approved Landscape Plans.

1. Substantial modifications to an approved landscape plan shall be allowed only by the review authority which approved the landscape plan.
2. The Community Development Director may approve minor modifications to a landscape plan previously approved by the Planning Commission. Minor modifications are defined as changes to a landscape plan that do not alter the general design character of the landscaped area or alter a feature of the landscaped area specifically required by the Planning Commission.

18.64.040 – Required Landscape Areas

A. Residential Zoning Districts.

1. All required front and street side setback areas, excluding areas required for access to the property, shall be landscaped and maintained. See Figure 18.64-1.
2. Landscaping may consist of any combination of living plants, such as trees, shrubs and grass or related natural features, such as rock, stone, or mulch. Decorative hardscape featuring pervious materials is permitted within required landscaping areas.

FIGURE 18.64-1: REQUIRED LANDSCAPED AREA IN RESIDENTIAL ZONING DISTRICTS**B. Non-Residential Zoning Districts.**

1. The minimum landscaped area on a site for non-residential zoning districts is shown in Table 18.64-1.
2. In the MU-D and MU-N, and MU-F zones, outdoor dining areas, courtyards, and other similar quasi-public areas may count toward landscaping requirements. In all other zoning districts these areas may not count toward landscaping requirements.

TABLE 17.64-1: MINIMUM LANDSCAPED AREA IN NON-RESIDENTIAL ZONES

Zone	Minimum Landscaped Area
MU-D, MU-N, MU-F	5%
CO, CN, CG, CH, CS	10%
All Other Zones	As determined by the Design Permit review authority

3. Except in the industrial zoning district, all required front and street side setback areas shall be landscaped, excluding areas required for access to the property and public or quasi-public open space such as courtyards and outdoor seating.

18.64.050 – General Landscape Requirement

A. General Standards.

1. **Plant Selection.** A minimum of 90 percent of plants and trees shall be drought-tolerant as defined by the Water Use Classification of Landscape Species (WUCOLS). Native plants adapted to the local climate are preferred.
2. **Turf Lawns.**
 - a. Turf areas shall be limited to 25 percent of the landscaped area. The Planning Commission may approve larger areas if the lawn area provides functional open space.
 - b. Drought-tolerant grass species shall be used exclusively.
 - c. Turf shall not be used on berms, slopes, or median islands where runoff is a problem.
3. **Slopes.** Turf and high water use plants shall not be planted on berms and slopes greater than 25 percent.
4. **Plant Groupings.** Where irrigation is proposed, plants shall be grouped in separate hydrozones (i.e., plants within each irrigation valve area shall have the same watering requirements).
5. **Water Features.** Decorative water features (e.g., fountains, ponds, waterfalls) must be approved by the Planning Commission and shall have recirculating water systems.
6. **Watering Times.** Watering shall start after 8:00p.m. and end before 10:00 a.m.
7. **Public Safety.** Plant species shall be selected and located so that at maturity they do not interfere with pedestrian, bicycle, or vehicular circulation and do not conflict with overhead lights or utility lines.

B. Irrigation and Water Efficiency.

Irrigation systems shall be designed to avoid runoff, low head drainage, overspray, and other similar conditions where water flows outside of landscaped areas. Irrigation systems shall feature the following equipment:

1. Irrigation systems shall meet a minimum irrigation efficiency of 75 percent.
2. Separate landscape water meters for landscape areas exceeding 5,000 square feet.
3. Irrigation controllers capable of percent adjustment, multiple programming, and rain sensor.
4. Overhead sprays shall have a precipitation rate of no more than 0.75 inches per hour.
5. Separated valves and circuits based on water use and sun exposure. Separate valves for turf and non-turf and berm areas are required.

6. Sprinkler heads and emitters selected for proper area coverage, application rate, operation pressure, adjustment capability, and ease of maintenance.
7. Rain-sensing override devices are required for all irrigation systems.
8. Drip or bubble irrigation are required for all trees.
9. State-approved back flow prevention devices shall be installed on all irrigation systems

C. Timing of Installation. Landscaping systems shall be installed prior to final building permit inspection or certification of occupancy.

18.64.060 –Landscaping Maintenance and Enforcement

The following maintenance requirements and enforcement procedures apply to landscaping installed as part of a Design Permit approved by the City.

A. Maintenance Required.

1. **Approved Plans.** Landscaping shall be maintained consistent with the plans approved as part of the Design Permit. Any significant alteration to the landscaping requires Community Development Director approval.
2. **Dead and Dying Plants.** All landscaping shall be maintained free of physical damage or injury from lack of water, excess chemical fertilizer or other toxic chemical, blight or disease. Dead or dying plants shall be removed and replaced with landscaping of similar size and maturity.
3. **Weed Removal.** Landscaping shall be kept free from weeds and undesirable grasses.
4. **Tree Pruning.** Trees shall be allowed to grow their natural size and shape. Periodic pruning shall be as appropriate for the health of the tree species and may not exceed 25 percent of the tree height or volume at any given time.
5. **Tree Topping/Heading Cuts.** Topping/heading cuts that reduce a tree's size and height by shortening of limbs or branches back to a predetermined crown limit is prohibited unless the Community Development Director approves a tree removal/cutting permit in accordance with Municipal Code Chapter 12.32 (Restrictions on Removal of Significant Trees).

B. Landscape Maintenance Agreements and Bonds

1. **General.**
 - a. Prior to the issuance of a certificate of occupancy, the Community Development Director may require a landscape maintenance agreement and/or a landscape maintenance bond to guarantee the proper maintenance of landscaping installed for a development project.

- b. Landscape maintenance agreements and bonds shall not be required for landscaping maintained by a homeowners association.
- 2. **Landscape Maintenance Agreement.** When required, landscape maintenance agreements shall guarantee maintenance of landscaping for a minimum of two years following installation.
- 3. **Landscape Maintenance Bond.**
 - a. The Community Development Director may require an applicant to submit a landscape maintenance bond in addition to or instead of a landscape maintenance agreement.
 - b. Landscape maintenance bonds shall be in an amount equal to 100 percent of the value of landscaping and irrigation systems for the project, shall be held by the City for two years, and shall be administered in accordance with Section 18.104.180 (Performance Guarantees).

C. Compliance and Enforcement.

- 1. **Notification of Violation.** Whenever the Community Development Director determines that landscaping is maintained in violation of approved Design Permit plans, the Director may require, upon 30 days' written notice, that the property owner correct the violation. The Director's determination of violation may be appealed to the Planning Commission in accordance with Chapter 18.112 (Appeals).
- 2. **City Correction of Violation.** If the property owner does not correct violation the Director may cause work to be done to bring the landscaping into compliance. The method of reimbursement for such work shall be stated in the landscape maintenance agreement signed by the permit holder and may include forfeiture of a landscape maintenance bond up to 100 percent of the cost of landscape improvements.

Chapter 18.68 – NONCONFORMING USES AND STRUCTURES

Sections:

- 18.68.010 – Purpose
- 18.68.020 – Applicability
- 18.68.030– General
- 18.68.040 – Nonconforming Parcels
- 18.68.050 – Nonconforming Use of Land
- 18.68.060 – Nonconforming Use of Structures
- 18.68.070 – Nonconforming Structures
- 18.68.080 – Findings

18.68.010 – Purpose

This chapter establishes regulations for nonconforming parcels, uses, and structures. These regulations are intended to:

- A. Allow for the development and use of legal nonconforming parcels;
- B. Ensure that nonconforming uses and structures do not adversely impact neighboring properties;
- C. Allow for the limited enlargement or intensification of nonconforming uses and structures;
- D. Allow for limited repairs and maintenance to nonconforming structures; and
- E. Provide for the elimination of nonconforming uses as appropriate due to abandonment, obsolescence, and destruction.

18.68.020 – Applicability

This chapter applies to existing parcels, uses, and structures that do not conform to the regulations of the zoning district in which they are located. Nonconforming signs are subject to the requirements in Chapter 18.88 (Signs).

18.68.030 – General

- A. **Continuation.** A nonconforming parcel, use, or structure may be continued if it was legally established in compliance with all applicable regulations in effect at the time it was established.

- B. Legally Established Defined.** To be considered legally established, a legal nonconforming parcel, use, or structure shall have been physically constructed or in existence, not merely contemplated. Conditional Use Permits, Variances, Building Permits, or other permits not exercised within the required time do not establish legal nonconforming status.
- C. Burden of Proof.** Any person asserting a right to a nonconforming use or structure has the burden of proof to demonstrate that the nonconformity was legally established.

18.68.040 – Nonconforming Parcels

- A. Development Permitted.** Legally established parcels with nonconforming dimensions (e.g., parcel width and depth) shall be permitted all development rights of the zoning district in which it is located.
- B. Conformance with Standards.** Development on legal nonconforming parcels shall comply with all setback, building coverage, parking, and other standards of the applicable zoning district, except as allowed by Subsection C below.
- C. Multi-Family Density.** On legally established existing lots which do not comply with minimum area standards, the maximum density of a multi-family use shall be five percent less than normally required in the applicable zoning district. For example, in a zoning district with a maximum density of 20 units per acre, the maximum density for a multi-family use on a lot that does not comply with the minimum area standard shall be 19 units per acre.
- D. Boundary Adjustments.** The boundaries of a nonconforming parcel may not be adjusted in any way that decreases the parcel area or reduces the parcel width or depth.

18.68.050 – Nonconforming Use of Land

- A. Continuation Permitted.** A nonconforming use of land may continue so long as:
 1. The nonconforming use is not enlarged, increased, or extended to occupy a greater area of land; and
 2. The nonconforming use is not moved in whole or in part to any other portion of the lot or parcel.
- B. Cessation of Use.** If any such nonconforming use of land ceases for a period of more than 90 days, any subsequent use of such land shall conform to the regulations of the zoning district in which the land is located.

18.68.060 – Nonconforming Use of Structures

- A. Change in Ownership, Tenancy, or Management.** A change in ownership, tenancy, or management of a nonconforming use shall not affect its legal nonconforming status.

- B. Resuming a Nonconforming Use.** A nonconforming use changed to a conforming use shall not return to a nonconforming use.
- C. Replacement of a Nonconforming Use.** A nonconforming use may not be replaced by another nonconforming use.
- D. Intensification of Use.**
1. The enlargement of a structure or site occupied by a nonconforming use, or the intensification in any way of the operation of a nonconforming use, shall require the approval of an Administrative Use Permit.
 2. To approve a proposed intensification to a nonconforming use, the Community Development Director shall make all Administrative Use Permit findings (Section 18.108.020) in addition to the findings in Section 18.68.080 (Findings).
- E. Discontinuation of Use.** A nonconforming use discontinued for six consecutive months or for 12 months during any two-year period shall not be reestablished and may be replaced only by a conforming use.
- F. Uses Without Required Permits.** A legally established use which is allowed in a zoning district but which lacks a required permit (e.g., Administrative Use Permit, Conditional Use Permit) shall be considered a nonconforming use until the use receives the permit as required by the Zoning Code.

18.68.070 – Nonconforming Structures

This section identifies allowed modifications to nonconforming structures, summarized in Table 18.68-1.

TABLE 18.68-1: ALLOWED MODIFICATIONS TO NONCONFORMING STRUCTURES

Project Affecting a Nonconforming Structure	Permit Required [1]
Nonstructural repairs, maintenance, and interior alterations	None
Structural repairs, modifications, and additions that do not alter or affect the nonconforming aspect of the structure	None
Structural repairs, modifications, and additions that alter or affect the nonconforming aspect of the structure	Design Permit
Structural repairs, modifications, and additions that increase or exacerbate the nonconforming aspect of the structure	Variance
Reconstruction of an involuntarily damaged or destroyed residential structure	Design Permit

Notes:

[1] The proposed project may require permits and approvals for other reasons not related to its nonconforming status. For example, additions or enlargements to a single-family dwelling often requires a Design Permit.

A. Alterations Permitted By-Right.

1. Maintenance, nonstructural repairs, and nonstructural interior alterations to any portion of a nonconforming structure are permitted if the changes and improvements do not enlarge or extend the structure.
2. Structural modifications to a nonconforming structure that do not alter or affect the nonconforming aspect of the structure are permitted. For example, an addition to a structure with a non-conforming setback is permitted if no structural changes are made to the portion of the structure projecting into the required setback, and if the addition complies with all setback, height, floor area ratio, and other applicable development standards.

B. Alterations Requiring a Design Permit.

1. Structural repairs and improvements that affect the nonconforming aspect of a nonconforming structure are allowed with a Design Permit if the improvement does not increase or exacerbate the nonconformity. For example, structural repairs to a building wall within a required setback are permitted with a Design Permit if the wall is not moved closer to the property line and the length of the wall within the required setback is not increased.
2. To approve such an alteration, the Community Development Director shall make all Design Permit findings (Section 18.108.040) in addition to the findings in Section 18.68.080 (Findings).

C. Alterations Requiring a Variance.

1. Alterations to a non-conforming structure that increase or exacerbate the nonconformity requires a Variance. For example, a remodel that increases the length of an existing building wall located within a required setback is allowed only with the approval of a Variance.
2. To approve such an alteration, the Planning Commission shall make all Variance findings (Section 18.108.100) in addition to the findings in Section 18.68.080 (Findings).

D. Damage or Destruction. Except as allowed by Subsection E below, a nonconforming structure damaged or destroyed for any reason shall be brought into full compliance with the requirements of the Zoning Code if the cost of reconstruction exceeds fifty percent of its market value as determined by the County Assessor on the last equalized assessment roll at the time of its destruction.

E. Involuntary Damage or Destruction – Residential Structures.

1. If a legally established nonconforming building occupied by a residential use is damaged or destroyed by earthquake, fire, flood, or other calamity, the structure may be reconstructed as it existed and may be continued as a legal nonconforming structure with the approval of a Design Permit.

2. “Reconstructed” means rebuilding a damaged or destroyed structure in a manner similar but not identical to the original structure. A reconstructed structure generally recreates the original building footprint, mass, and height, but may deviate from design details such as architectural design and the arrangement of doors, windows, and rooflines.
3. The City may attach conditions of approval as necessary to protect the public health, safety and welfare, including requirements to reduce or eliminate previously existing nonconformities.
4. Reconstruction of damaged or destroyed buildings may not increase or exacerbate previously existing nonconformities or create new nonconformities.
5. The construction of the replacement structure must begin within 24 months of the date of the calamity which damaged or destroyed the structure.

F. Moved Structures. A nonconforming structure that is moved to a new location shall conform to all standards of the applicable zoning district.

G. Nonconforming Screening, Fences, and Landscaping.

1. Legally established nonconforming screening, fences, and landscaping may continue and remain except as required by Paragraph 2 below.
2. For additions or renovations that increase by 25 percent or more the floor area or market value of one or more buildings on a property, any nonconforming screening, fences, and landscaping shall be brought into compliance with the requirements of the applicable zoning district.

18.68.080 – Findings

The Community Development Director may approve an Administrative Use Permit for a nonconforming use or structure if all of the following findings can be made in addition to the findings in Section 18.108.020 (Administrative Use Permits):

- A.** Available evidence indicates that the nonconforming use was legally established.
- B.** The nonconforming use has not resulted in a notable negative impact or nuisance to the surrounding area.
- C.** The nonconforming use is compatible with the general character of the surrounding area.
- D.** The proposed action is consistent with the purpose and intent of the applicable zoning district.

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Chapter 18.70 – GEOLOGIC HAZARDS

Sections:

- 18.70.010 – Purpose
- 18.70.020 – Definitions
- 18.70.030 – City Geologic Map Modification
- 18.70.040 – Geologic Clearance
- 18.70.050 – Geologic Evaluations
- 18.70.060 – Waiver of Geologic and Seismic Hazards Investigation Report Requirement
- 18.70.070 – Owner Obligations
- 18.70.080 – Additional Regulations
- 18.70.090 – Consistency with Other Regulations

18.70.010 – Purpose

The purposes of this chapter is to:

- A. To prevent increases in the potential for loss of life, injury and property damage caused by geologic hazards in Morgan Hill;
- B. To specify geologic maps which will serve as a consistent basis for evaluating development applications;
- C. To control land development in the city in a manner that avoids or mitigates the potential effects of known geologic hazards;
- D. To help guide the City in making decisions regarding maintenance and repair of existing City facilities and in making decisions regarding the siting of future facilities;
- E. To protect the City from liability of failure to consider available geologic information in making development decisions; and
- F. To comply with the requirements of the California Seismic Hazards Mapping Act (Public Resources Code Section 2690 et seq.) in a manner that considers the State's Special Publication 117A: "Guidelines for Evaluating and Mitigating Seismic Hazards in California," and with consideration of the "Recommended Procedures for Implementation of DMG Special Publication 117 Guidelines for Analyzing and Mitigating Landslide Hazards in California" (published by the Southern California Earthquake Center) as applicable.

18.70.020 – Definitions

- A. **Terms Defined.** Terms used in this chapter are defined as follows:

1. "Acceptable level of risk" is that level of risk that provides reasonable protection of the public safety, though it does not necessarily ensure continued structural integrity and functionality of the project.
2. "City geologic hazards map" is the geologic map (1991) and ground movement potential map (1991) prepared at a scale of one inch equals two hundred feet by Pacific Geotechnical Engineering, subject to modification provided for in Section 18.70.030.
3. "City geologic hazard zones" are areas identified on the city geologic hazard map in the following ground movement potential categories: "Suf" (only if a sensitive use), "Sun (only if a sensitive use)", "Sls (only if a sensitive use)", "Slq", "Sgw", "Puf", "Ps", "Pdf", "Prf", "Pd", "Paf", "Ms" or "Md".
4. "Director" is the Community Development Director.
5. "Discretionary approval" is any approval granted pursuant to Title 17 or Title 18 of the Morgan Hill Municipal Code.
6. "Geologic report" is either or both of the following, as required and deemed appropriate for the site and proposed project by the Director:
 - a. an "engineering geologic report", which means that document prepared and signed by an engineering geologist; and/or
 - b. a "geotechnical engineering report", which means that document prepared and signed by a registered geotechnical engineer.
7. "Off-site" is any seismic or geologic hazards not located within the project site which is identified in a geologic investigation or geotechnical report that could adversely affect the project site or be affected by the project.
8. "Project," as used in this chapter, means:
 - a. Any subdivision of land which is subject to the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code, and which contemplates the eventual construction of structures for human occupancy; and
 - b. Structures for human occupancy.
 - c. "Project" does not include repairs, alterations or additions to any structure within a Seismic Hazard Zone, which do not exceed either fifty percent of the value of the structure or fifty percent of the existing floor area of the structure.
9. "Qualified geologist" is either or both of the following, as specified and deemed appropriate for the site and proposed project by the Director:
 - a. A certified engineering geologist pursuant to the California Geologist and Geophysicist Act (Business and Professions Code section 7800, et seq.);

- b. A registered professional engineer certified as a geotechnical engineer pursuant to the California Professional Engineers Act (Business and Professions Code sections 6700—6799).
- 10. "Seismic Hazard Zone" means those areas that are within either one or both of the State Seismic Hazard Zone and/or the City geologic hazard zone.
- 11. "Sensitive use" means:
 - a. Large dams;
 - b. Manufacturing, storage or handling of hazardous materials;
 - c. Facilities critically needed for services after a disaster: hospitals, ambulance services, fire stations, police stations, telephone exchanges, radio and TV stations, emergency operation centers;
 - d. Facilities whose continuing function is critical: power plants, power intertie, sewage treatment plants, water plants;
 - e. Small dams whose failure would expose downstream population to injury;
 - f. Critical transportation links: regional highways, bridges, rail lines, overpasses, tunnels;
 - g. Major local utility lines and facilities, including power substations, gas and water mains;
 - h. Facilities highly desirable for shelter after a disaster: civic buildings;
 - i. Any building three or more stories in height;
 - j. Public and private schools and child care;
 - k. Public assembly places with capacity of fifty persons or more;
 - l. Gas stations;
 - m. Health care clinics, convalescent homes;
 - n. Hotels and motels;
 - o. Churches;
 - p. Public assembly places with capacity for fifty to two hundred ninety-nine persons; and
 - q. Industrial uses or facilities.
- 12. "State Seismic Hazard Zones" are areas identified as prone to earthquake-induced landsliding or liquefaction on maps compiled by the California State Geologist, pursuant to the Seismic Hazard Mapping Act (Public Resources Code Section 2690 et seq.) and the policies and criteria of the State Mining and Geology Board and any succeeding statute or regulation.

- B. Terms Not Defined.** Words and phrases not defined in this section shall be interpreted so as to give this chapter its most reasonable meaning and application.

18.70.030 – City Geologic Map Modification

Further study may indicate the need to modify the city geologic maps (geologic map and ground movement potential map) by adjusting the boundaries between map units or changing the designation of map units. Modifications can be made as follows:

- A. Applicant Initiation.** An applicant, property owner, or authorized representative of a property owner may initiate proceedings to modify the geologic maps.
1. A person applying for a modification of the geologic maps shall document the reasons for modification with a map at a scale of one inch equals two hundred feet or larger and a report prepared by a certified engineering geologist.
 2. The engineering geologist employed or retained by the city shall review all such applications and prepare a written report to the Community Development Director containing his or her findings and recommendations. The modification may be approved by the Community Development Director if the Director finds:
 - a. That new information has been provided which demonstrates that the existing boundary or unit designation is inaccurate; and
 - b. That the proposed change will correct and update the maps.
 3. Decisions by the Director may be appealed by the applicant in the manner specified in Chapter 18.112 (Appeals).
- B.** Modification to the maps may be initiated by the City Council, in which case the City Council shall request a recommendation by the Community Development Director, the engineering geologist employed or retained by the City, and the Planning Commission.
1. The City Council shall hold a noticed public hearing on the proposed modification.
 2. Following the public hearing, the City Council may modify the maps, only if the Council finds:
 - a. That new information has been provided which demonstrates that the existing boundary or unit designation is inaccurate; and
 - b. That the proposed change will correct and update the maps.
 3. If land has been stabilized through engineering solutions, the engineering geologist employed or retained by the City may recommend to the Director that such stabilization be annotated on the geologic maps to reflect the increase in relative stability and that development be allowed to occur consistent with the engineering solution. Upon concurrence by the Community Development Director, the maps may be annotated as directed.

4. Changes to the maps shall be posted within thirty days of approval of a map modification. Each change will be identified on the map by date, file number or other means of identification determined appropriate by the Community Development Director.
5. Maintenance of Maps and Records. The Development Services Department shall be responsible for maintaining the geologic map and ground movement potential map and records of actions modifying the maps. Up-to-date maps and copies of geotechnical and engineering geology reports will be kept in the Development Services Department.

18.70.040 – Geologic Clearance

No discretionary approval for development, grading permit or building permit shall be issued for any project located in the G overlay zone unless the Director has first approved an application for geologic clearance pursuant to this chapter.

A. Geologic Clearance Application.

1. The applicant may simultaneously file an application for geologic clearance and for any discretionary approval for development, grading permit or building permit.
2. An application for geologic clearance pursuant to this section shall be submitted to the Director on the form provided by the City.
3. All application fees shall be paid at the time an application is filed, in the amount set forth in the schedule of fees adopted by resolution of the City Council. The Director may require the applicant to enter into an agreement with the city for geologic review services by a qualified geologist employed or retained by the city, in an amount as determined needed to pay for the full costs of the review associated with the application for geologic clearance.

B. Conditions of Geologic Clearance. The Director, or any appellate body, may impose conditions on the geologic clearance. Such conditions may include, but are not limited to:

1. Mitigation measures recommended in the geotechnical report;
2. Slope stabilization;
3. Surface and subsurface drainage control;
4. Off-site improvements to mitigate a geologic hazard which potentially affects either the site proposed for development or applicable off-site areas;
5. Use restrictions to avoid or mitigate hazardous geologic conditions;
6. Implementation of an approved erosion control plan; and
7. Adequate guarantees that all private improvements located within a Seismic Hazard Zone will be properly maintained.

C. Acknowledgment of Hazards. Upon the approval of an application for geologic clearance and where the geologic report proposes mitigation of hazards to an acceptable level of risk, the City may require, as a condition of issuance of the building permit or of a development agreement that all property owners of property within the proposed project sign a statement acknowledging the specific geologic hazards reported in the geologic report and accept the associated risks and responsibilities. The City may require recordation of the acknowledgment as a deed restriction recorded on title to the property. The acknowledgment statement shall contain the following:

1. The names and signatures of property owner, including holders of security interests.
2. The street address and assessor's parcel number of the subject property.
3. A map depicting the subject property signed and stamped by a licensed land surveyor or a registered engineer licensed to practice land surveying.
4. A legal description of the subject property signed and stamped by a licensed land surveyor or a registered engineer licensed to practice land surveying.
5. The title, date and authors of all geologic reports prepared or relied on for the proposed land use.
6. The following statement: "The undersigned owners hereby acknowledge the geologic conditions identified in the referenced reports, agree to mitigate the hazards to the extent feasible, accept all risks associated with geologic hazards including any unidentified hazards, and agree to indemnify, defend, and hold harmless the City of Morgan Hill and its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, any development activity or geologic hazards related to this property. This acknowledgment runs with the land and is binding on the undersigned and all of their successors, heirs and assigns."

D. Revocation and Suspension. A geologic clearance may be revoked or suspended whenever the Director determines that any of the following circumstances has occurred:

1. The geologic clearance was granted in error, was granted on the basis of incorrect or misinterpreted information, or was granted in violation of any law, ordinance or regulatory provision.
2. The review upon which the geologic clearance was granted was incomplete and further geologic information or analysis is necessary.
3. The findings made pursuant to Section 18.70.100 are incorrect.
4. There is sufficient uncertainty about any geologic hazard, either on or off-site, which makes it reasonable to require further geologic evaluation.
5. Scientific or technological advancement, a change in geologic conditions, or previously unknown facts or geologic analysis make it reasonable to require further geologic evaluation.

6. The development proposal upon which the geologic clearance is based is modified and the geologic evaluation does not address the project as modified.
- E. Notice.** Notification of the denial of the geologic clearance, the issuance of such geologic clearance with conditions, or the revocation or suspension of such geologic clearance, shall be mailed to applicant, postage prepaid, at the address given for purposes of such notice on the application.
- F. Appeal.** The applicant may appeal the denial, revocation or suspension of the geologic clearance or any condition imposed on the geologic clearance pursuant to the applicable appellate provisions set forth in Chapter 18.112 (Appeals) of this code.
- G. Issuance of Geologic Clearance.** No geologic clearance shall be issued unless the Director, based on an independent review of a geologic report, finds that the nature and severity of the seismic and geologic hazards at the project site have been adequately evaluated in a geologic report and appropriate mitigation measures have been proposed. For the purpose of the review, the Director shall consult with a qualified geologist employed or retained by the City, who will advise whether the site-specific investigation is sufficiently thorough, the findings regarding identified hazards are valid, and the proposed mitigation measures achieve an acceptable level of risk. The issuance of a geologic clearance shall not be construed as a determination that the project site is free from any geologic hazard. Such clearance shall mean only that based on the information provided, it is the judgment of the Director or the city that any geologic hazard or risk will be mitigated to an acceptable level of risk as defined in this chapter.

18.70.050 – Geologic Evaluations

- A. Geologic and Seismic Hazards Investigation Report.** The geologic report shall be prepared by a qualified geologist, as specified and deemed appropriate to the site and proposed project by the Director. The geologic report shall contain:
1. Project description.
 2. Site-specific evaluations of the seismic and geologic hazards affecting the project. The evaluation shall identify the portions of the project site containing seismic and geologic hazards and describe the geologic and geotechnical conditions at the project site, including an appropriate site location map showing the locations of such hazards.
 3. Identification of any known off-site seismic or geologic hazards.
 4. Recommendation for appropriate mitigation measures that will reduce geologic or seismic risk to acceptable levels of risk.
 5. Name of report preparer(s), and signature(s) of the qualified geologist; and the author or author's license number(s) and expiration date(s).

6. A geologic report prepared pursuant to this chapter may be in combination with or as part of the geologic report prepared pursuant to the procedures established under Section 18.30.060 (Active Fault Surface Rupture Overlay Zone).

B. Geologic Investigation. Any geologic exploration or investigation for the purpose of completing a geologic report shall comply with the following:

1. An investigation study plan containing proposed scope of the investigation and mitigation for any dust, erosion, habitat or other impacts resulting from any exaction or boring activities shall be submitted to the Director for approval before commencement of the investigation.
2. The investigative study shall include, at a minimum, a slope stability analysis and subsurface and/or reconnaissance level investigation, to:
 - a. Establish the boundaries, depth and characteristics of each landslide within the study area(s) which could affect or be potentially affected by the development; and
 - b. Assess the static and seismic stability of landslides identified in the subarea which could affect or be potentially affected by the development including, but not limited to landslides identified in Subsection B.1., above; and
 - c. Identify current geologic conditions and potential future groundwater conditions which could affect or be potentially affected by the development; and
 - d. Evaluate the potential for future earth movement which could affect or be potentially affected by the development and its possible effect on public and private property; and
 - e. Identify and recommend adequate mitigation of any geologic hazard within the study area(s) which could affect or be potentially affected by the development.
3. The subsurface exploration, as applicable, and slope stability analysis shall include but not limited to all of the following items as specified and deemed appropriate for the site and proposed project by the Director:
 - a. Deep, continuously sampled or cored borings drilled to a depth sufficient to penetrate all potential critical landslide rupture surfaces; and
 - b. Large diameter borings; and
 - c. Installation and monitoring of piezometers or groundwater monitoring wells to evaluate groundwater conditions; and
 - d. Exploratory trenching to evaluate the surface, geologic structure, fault/shear zones, and toe(s) of identified landslide(s); and
 - e. Geophysical logging of boreholes; and
 - f. Laboratory shear strength testing.

4. A long-term study shall be conducted, unless the investigative study demonstrates, to the satisfaction of the Director, that:
 - a. No deep-seated active or potentially unstable landslide exists which could affect or potentially be affected by the proposed development such that more than an acceptable level would be created; or
 - b. The proposed development site and any new, expanded or upgraded infrastructure serving the development will not be endangered by deep-seated active or potentially unstable landsliding such more than an acceptable level of risk would be created and will not increase the danger that any other property or public improvements will be impacted by potentially unstable landsliding, such that more than an acceptable level of risk would be created; or
 - c. Implementation of recommendations presented in the report of the investigative study will mitigate to an acceptable level of risk any identified risks associated with a deep-seated active or potentially unstable landslide which could affect or be potentially affected by the development or any new, expanded or upgraded infrastructure.

C. Long-term Study. If required by the Director pursuant to Section 18.70.110, the applicant shall submit a long-term study plan for approval by the Director and shall conduct such study in preparation of the geologic report.

1. The purpose of the long-term study is to better characterize deep-seated active or potentially unstable landslides, which could affect or potentially be affected by the proposed development, determine the depths, direction and area of movement, define the limits of sliding, determine the rate of movement over time, help determine the mechanism of movement, and verify that implemented mitigation measures have been effective in providing for an acceptable level of risk. The long term study shall include, at a minimum, continuous monitoring and analysis to address slope stability under both static and seismic conditions.
2. The qualified geologist employed or retained by the city shall review the completed report of the long-term study in order to advise the Director and city in determining whether or not the study has identified adequate mitigations of risks to acceptable levels of risk for large, deep-seated, active or potentially unstable landslides within the subregional study area(s) which could affect or potentially be affected by the proposed development.
3. The Director shall provide the applicant with a notice following any determination regarding the requirement of a long-term study or the adequacy of the mitigations identified in the long-term study.
 - a. The notice shall be provided as set forth in Section 18.70.070.
 - b. The Director's determination shall become final at the close of business on the tenth business day after the notice was mailed.

4. Before a determination becomes final as provided in Subsection C above, the applicant may appeal the Director's final determination under this section pursuant to the applicable appellate provisions set forth in Chapter 18.64 of this code.

D. Consultant Services. If an applicant has agreed in writing to bear the full cost of the consultant services, the Director may select and retain an independent qualified geologist as consultant(s) to the City to provide additional information and analysis to be considered by the Director or an appellate body in the application review or appeal process.

1. The applicant shall, pursuant to a written agreement, deposit with city a sum of money, adequate to fully cover the cost of the consultant(s) services prior to the consultant(s) review of the application or record on appeal and any fees related thereto.
2. Nothing prepared or recommended by the consultant(s) shall limit the discretion of the Director, or any appellate body on appeal, in considering all information available to it in making the findings set forth in this chapter.

18.70.060 – Waiver of Geologic and Seismic Hazards Investigation Report Requirement

- A.** For a specific project, the Director may waive the requirements for a geologic report under Section 18.70.090 if he or she finds and determines that the geologic or geotechnical conditions at the project site are such that public safety is adequately protected and no mitigation is required. This finding shall be based on the recommendation and advice of a qualified geologist employed or retained by the City, or based on a report prepared by a qualified geologist presenting evaluation of sites in the immediate vicinity having similar geologic and geotechnical characteristics which shall be reviewed in the same manner as a review of a geologic report set forth in Section 18.70.090. The Director shall set forth such determination in writing, citing the reasons for a waiver. For any waiver of the requirement for a geologic report granted for a project located in an area identified as State Seismic Hazard Zones, the Director shall also require a report prepared by a qualified geologist, and provide a written commentary that addresses the report conclusions and justifications for applying the conclusions contained in the report to the project site. The Director shall record such waiver with the county recorder and file a separate copy, together with the report and commentary, with the State Geologist within thirty days of the waiver.
- B.** Notwithstanding subsection A above, if a project consists of single-family wood-frame or steel-frame dwelling(s) not exceeding two stories when that dwelling is not part of a development of four or more dwellings, then the Director may waive the requirement for a geologic report under Section 18.70.090 if, based on the advice and recommendation of a qualified geologist employed or retained by the city, he or she determines that no geologic hazard(s) exists. The Director shall set forth such determination in writing, citing the reasons for a waiver.

- C.** The Director may also waive any or all requirements under Sections 18.70.110 and 18.70.120 for any project that is not a sensitive use if he or she determines, with consultation with a qualified geologist employed or retained by the City, that such requirement(s) are not necessary to make the finding or determination under Section 18.70.090.
- D.** The Director may condition any waiver granted pursuant to this chapter with the following:
1. The existing public storm drainage system has sufficient capacity, as determined by the City Engineer, to convey present and future storm water runoff.
 2. The construction has been designed in a manner which, at a minimum:
 - a. Prevents any additional storm water runoff or drainage on site; and
 - b. Provides for the drainage of any storm water runoff or drainage from the structure, driveway or other paved surfaces directly into the public storm drainage system.
 3. A grading plan in accordance with the grading ordinance has been approved by the Director, which provides, at a minimum:
 - a. Balanced grading, unless the applicant has demonstrated, to the satisfaction of the Director, that an imbalance would promote increased soil or slope stability;
 - b. Retaining walls which are not a part of the structure and which do not exceed four feet in height;
 - c. Soil cuts and fills, other than necessary for the foundation of the structure, which do not exceed five feet in depth, measured from the existing ground surface to the proposed ground surface;
 - d. A subdrainage system satisfactory to the Director; and
 - e. Erosion control measures deemed by the Director to be appropriate for all graded areas and the time of year in which the grading is anticipated to occur; and
 - f. The minimum amount of grading necessary to establish the reasonable use.

18.70.070 – Owner Obligations

- A.** Prior to permit issuance, the owner shall submit to the City a plan review letter from a qualified geologist, which confirms that the plans conform with the recommendations presented in the approved geologic report.
- B.** Prior to or at the time of final inspection, the owner shall provide the Director a construction observation letter and certification, signed by a qualified geologist attesting that:

1. All completed work and construction complies with the plans and specifications of the project, which have incorporated the mitigation measures in conformance with the geologic evaluation and the geologic clearance.
 2. Any additional geologic hazard not previously identified, which was encountered during construction, was immediately reported by the applicant or their agent to the Director.
- C.** The owner of any real property shall take reasonable actions as are necessary to prevent any natural or artificial geologic condition on such real property from threatening the safety of persons or other property.
- D.** Whenever the Director determines that any natural or artificial condition on a property may potentially endanger the safety of persons or other properties the Director may issue a notice of hazardous condition and require that reasonable actions be taken to mitigate the geologic hazard to an acceptable level within the time specified in the notice.
- E.** Failure to fully comply with any condition of the geologic clearance, violation of any provision of this chapter or maintenance of any property within any Seismic Hazard Zone in such a manner that a natural or artificial geologic condition on such real property which could be reasonably corrected or made less dangerous, is allowed to threaten the public health, safety or welfare, shall be deemed a violation of this chapter.

18.70.080 – Additional Regulations

In addition to the regulations set forth in this chapter, the Development Services Department, with the consent of the City Council, may adopt such standards or regulations as are necessary to protect the public from geologic and seismic hazards. These standards or regulations may be more stringent than, but shall not be in conflict with, the provisions of any policies and criteria adopted by the State Mining and Geology Board pursuant to Section 2690 et seq. of the Public Resources Code of the State, except where more stringent standards or regulations have been adopted, the policies and criteria adopted from time to time by the State Mining and Geology Board shall apply within the City.

18.70.090 – Consistency with Other Regulations

Nothing in this chapter shall be construed to relieve any person of requirements imposed by other sections of this code or by state law, except that the provisions of this chapter shall take precedence over any less stringent provision of this code with which it is in conflict. Specifically, nothing in this chapter shall be construed to relieve any person of requirements imposed under the California Environmental Quality Act and Chapters 15.08 or 18.108.040 (Design Permits) of the Morgan Hill Municipal Code.

Chapter 18.72 – PARKING AND LOADING

Sections:

- 18.72.010 – Purpose
- 18.72.020 – Applicability
- 18.72.030 – Required Parking Spaces
- 18.72.040 – General Requirements
- 18.72.050 – On-Site Parking Alternatives
- 18.72.060 – Parking Design and Development Standards
- 18.72.070 – Parking Lot Landscaping
- 18.72.080 – Bicycle Parking
- 18.72.090 – On-Site Loading

18.72.010 – Purpose

This chapter establishes on-site parking and loading requirements in order to:

- A. Provide a sufficient number of on-site parking spaces for all land uses.
- B. Provide for functional on-site parking areas that are safe for vehicles and pedestrians.
- C. Ensure that parking areas are well-designed and contribute to a high-quality design environment in Morgan Hill.
- D. Allow for flexibility in on-site parking requirements to support a multi-modal transportation system and sustainable development pattern.
- E. Ensure that on-site parking areas do not adversely impact land uses on neighboring properties.

18.72.020 – Applicability

- A. **New Buildings and Uses.** On-site parking and loading as required by this chapter shall be provided anytime a new building is constructed or a land use is established where no land use previously existed.
- B. **Change of Use.** Where an existing use is changed to a new use, parking shall be provided for the incremental intensification of the new use. For example, if a new use requiring five on-site parking spaces replaces an existing use requiring four on-site parking spaces, the new use must provide one additional parking space regardless of the number of on-site parking spaces provided by the existing use.

- C. Expansions and Enlargements.** Where an existing structure is expanded or enlarged, additional parking is required to serve only the expanded or enlarged area. Additional parking is not required to remedy parking deficiencies existing prior to the expansion or enlargement.

18.72.030 – Required Parking Spaces

- A. MU-D and RAH Zoning Districts.** Land uses in the Downtown Mixed Use (MU-D) and Residential Attached High Density (RAH) zoning districts shall provide on-site parking as specified in Table 18.72-1. Required parking for uses not listed in Table 18.72-1 shall be the same as required for land uses in other zoning districts as shown in Table 18.72-2.

TABLE 18.72-1: REQUIRED ON-SITE PARKING, MU-D AND RAH ZONING DISTRICTS

Land Use	Number of Required Parking Spaces
Retail	2.8 per 1,000 sq. ft.
Office	4 per 1,000 sq. ft.
Residential	
Units 600 sq. ft. or less	1 per unit
Units 600 – 1,350 sq. ft.	1.5 per unit
Units greater than 1,350 sq. ft.	2 per unit

- B. Other Zoning Districts.** Land uses in zoning districts other the Downtown Mixed Use (MU-D) and Residential Attached High Density (RAH) zoning districts shall provide on-site parking as specified in Table 18.72-2.

TABLE 18.72-2: REQUIRED ON-SITE PARKING, OTHER ZONING DISTRICTS

Land Use	Number of Required Parking Spaces
Residential Uses	
Agricultural Labor Accommodations	1 per 2 beds
Caretaker Quarters	1 per unit
Duplexes and Duets	2 covered per unit
Group Housing	1 per bedroom
Live/Work Unit	2 per unit
Mixed Use Residential	As required for each individual use, except that parking serving residential uses may be uncovered
Multi-Family Dwellings	
Studio or One-Bedroom	1 covered and 0.5 uncovered per unit
Two Bedroom	1 covered and 1 uncovered per unit
Three Bedroom	1 covered and 1.5 uncovered per units

Nursing Homes and Long Term Care	1 per two beds
Recreational Vehicle (RV) Park	1 per 250 sq. ft. of office floor area
Residential Care Facilities, Large and Small	0.6 per bedroom
Accessory Dwelling Units	See Chapter 18.84 (Accessory Dwelling Units)
Senior Housing, Multi-Family Dwellings	1 covered per unit
Senior Housing, Single-Family Dwellings	50% of units with 2 covered spaces, 50% with 1 covered space
Single-Family Dwellings, Attached and Detached	2 covered per unit
Public and Quasi-Public Uses	
Cemeteries	1 per 4 seats in a chapel or other assembly area
Colleges and Trade Schools	1 per 40 sq. ft. of classroom area
Community Assembly	1 per 5 fixed seats, or 1 per 35 sq. ft. of assembly space, whichever is more, plus 1 per 250 sq. ft. of office area
Cultural Institutions	1 per 4 fixed seats, or 1 per 60 sq. ft. of assembly area for uses without fixed seats
Day Care Centers	1 per 300 sq. ft. used for daycare
Emergency Shelters	1 per 8 beds plus 1 per 300 sq. ft. of office or other non-residential floor area
Government Offices	1 per 250 sq. ft.
Home Day Care, Large	1 per 400 sq. ft. of floor area used for daycare and 1 per employee in addition to what is required for the residential use.
Home Day Care, Small	None in addition to what is required for the residential use.
Hospitals	1 per each two beds
Instructional Services	1 per 2 employees plus 1 per 4 students at maximum enrollment
Medical Offices and Clinics	1 per 200 sq. ft., or 5 per doctor/dentist, whichever is greater
Parks and Recreational Facilities	As determined by a parking demand study
Public Safety Facilities	1 per 1,000 sq. ft. and 2 additional parking spaces for station vehicles
Schools, Public and Private	Elementary and middle schools: 1 per classroom, plus 1 per 250 sq. ft. of office area. High schools: 7 per classroom.
Social Services	1 per 200 sq. ft.
Commercial Uses	
Adult Businesses	1 per 250 sq. ft.
Animal-Related Commercial Uses	
Animal Boarding	1 per employee plus an area for loading and unloading animals on site.
Veterinarian Clinics and Hospitals	1 per 500 sq. ft.
Banks and Financial Institutions	1 per 250 sq. ft.
Business Support Services	1 per 250 sq. ft.
Cinemas and Theaters	1 per 3.5 seats or one per 32 square feet of seating area, whichever is greater
Commercial Parking	1 per employee

Commercial Recreation, Indoor	Establishments with seating: 1 for each 4 fixed seats, or 1 for every 30 sq. ft. of seating area where temporary or moveable seats are provided. Athletic clubs: 1 per 150 sq. ft. of floor area. Bowling alleys: 2 per lane. Game courts (e.g., tennis): 2 per court. Swimming pools: 1 per 200 sq. ft. of pool area plus 1 per 500 sq. ft. of area related to the pool. Other commercial entertainment and recreation uses: as determined by the Director.
Commercial Recreation, Outdoor	As determined by a parking demand study
Drive-Through Facilities	As required by use served.
Eating and Drinking Uses	
Bars and Nightclubs	1 per 100 sq. ft.
Restaurants, Fast Food	1 per 100 sq. ft. for establishments with more than 12 seats. 1 per 250 sq. ft. for establishments with 12 seats or less
Restaurants, Sit Down	1 per 100 sq. ft.
Tasting Rooms	1 per 100 sq. ft. of tasting area
Equestrian Centers	As determined by a parking demand study
Funeral Parlors and Mortuaries	1 per 4 permanently located seats or 1 per 45 sq. ft. of assembly space
Lodging Facilities	
Bed and Breakfast Lodging	1 per guest room plus 1 for each 10 rooms
Hotels and Motels	1 per guest room plus 1 for each 10 rooms
Mini-Storage	2 spaces or 1 per 250 storage units, whichever is greater, plus 1 additional covered and 1 additional uncovered for an on-site manager residence
Personal Services	1 per 250 sq. ft.
Plant Nurseries	1 per 1,000 sq. ft. of site area for the first 10,000 sq. ft., then 1 per each additional 5,000 sq. ft., plus 1 per each 250 sq. ft. of floor area. Min. 7 spaces plus 1 space per vehicle to be parked on the site overnight
Professional Offices	1 per 250 sq. ft.
Retail	
Convenience Markets	1 per 250 sq. ft.
Farmers Market	As determined by a parking demand study
General Retail	1 per 250 sq. ft.
Home Improvement Centers	1 per 250 sq. ft.
Large Commodity Retail	1 per 350 sq. ft.
Open-Air Sales	1 per 1,000 sq. ft. of site area
Vehicle-Related Uses	
Gas and Service Stations	1 per 200 sq. ft.
Towing and Impound	1 per 250 sq. ft. of office space in addition to space for storage of towing vehicles
Vehicle Rentals	1 per 250 sq. ft. of office space in addition to space for storage of rental vehicles
Vehicle Repair and Maintenance, Major and Minor	1 per 200 sq. ft.
Vehicle Sales and Leasing	5 per for the first 10,000 sq. ft. of lot area and 1 for each additional 3,000 sq. ft.

Vehicle Washing	5 per for the first 10,000 sq. ft. of lot area and 1 for each additional 3,000 sq. ft.
Wholesaling	1 per 1,000 sq. ft. of floor area plus 1 per 300 sq. ft. of office area
Industrial Uses	
Construction and Material Yards	1 per 2,500 sq. ft.
Food and Beverage Production	1 per 500 sq. ft.
Warehousing and Distribution	1 per 1,000 sq. ft. plus 1 per 300 sq. ft. of office area
Manufacturing, Light and General	1 per 500 sq. ft.
Research and Development	1 per 350 sq. ft.
Salvage and Wrecking	1 per 500 sq. ft.
Warehousing and Distribution, Large	1 per 1,000 sq. ft. plus 1 per 300 sq. ft. of office area
Warehousing and Distribution, Small	As determined parking demand study, but no less than 1 per 1,000 sq. ft. of gross floor area
Warehousing and Distribution, Outdoor Storage	1 per 1,000 sq. ft. plus 1 per 300 sq. ft. of office area
Transportation, Communication, and Utility Uses	
Freight/Truck Terminals and Warehouses	1 per 1,000 sq. ft. plus 1 per 300 sq. ft. of office area
Parking Lot and Structures	1 per 300 sq. of office area
Recycling Facilities	
Reverse Vending Machine	1 per machine
Recycling Collection Facility	1 per 1,000 sq. ft.
Recycling Processing Facility	1 per 1,000 sq. ft.
Transportation Terminals	As determined by parking demand study
Utilities, Major	1 for each employee on the largest shift plus 1 for each vehicle used in connection with the use. Minimum of 2.

C. Guest Parking.

1. **Number of Guest Spaces.** All residential land uses shall provide the minimum number of guest parking spaces as specified in Table 18.72-3.

TABLE 18.72-3: REQUIRED GUEST PARKING SPACES

Land Use	Number of Guest Spaces
Single-Family Dwellings	1 per 4 units
Multi-Family Dwellings	1 per 3 units
Multi-Family Dwellings for Senior Citizens	1 per 5 units

2. **Location of Guest Spaces.** Guest spaces shall be located no more than 150 feet from the residential dwellings they serve.
3. **Downtown Exemption.** Guest parking is not required for proposed residential development within the Downtown Specific Plan overlay zone.

D. Calculation of Required Spaces.

1. **Floor Area.** Where a parking requirement is a ratio of parking spaces to floor area, the floor area is assumed to be gross floor area, unless otherwise stated. The floor area of a use shall be calculated as described in Section 18.12.050 (Floor Area and Floor Area Ratio).
2. **Employees.** Where a parking requirement is stated as a ratio of parking spaces to employees, the number of employees is based on the largest shift that occurs in a typical week.
3. **Seats.** Where a parking requirement is stated as a ratio of parking spaces to seats, each 24 inches of bench-type seating at maximum seating capacity is counted as one seat.
4. **Fractional Spaces.** In determining the number of required parking, fractions of spaces over one-half shall be rounded up to the next whole number.

E. Unlisted Uses.

1. Commercial uses not listed: 1 space for each 250 square feet of gross floor area.
2. The parking requirement for land uses not listed in Table 18.72-1 and Table 18.72-2 shall be determined by the Community Development Director based on the requirement for the most comparable similar use, the particular characteristics of the proposed use, and any other relevant data regarding parking demand.

- F. Sites with Multiple Uses.** Where more than one land use is conducted on a site, the minimum number of required on-site parking spaces shall be the sum of the number of parking spaces required for each individual use.

18.72.040 – General Requirements**A. Availability and Use of Spaces.**

1. Required parking spaces for multi-family and non-residential uses shall be permanently available and maintained to provide parking for the use they are intended to serve.
2. Owners, lessees, tenants, or persons having control of the operation of a use for which parking spaces are required shall not prevent or restrict authorized persons from using these spaces.
3. Required parking spaces shall be used exclusively for the temporary parking of vehicles and shall not be used for the sale, lease, display, repair, advertising, or storage of vehicles, trailers, boats, campers, mobile homes, merchandise, or equipment, or for any other use not authorized by the Zoning Code.

B. Location of Parking.

1. **Residential Uses.** Required minimum on-site parking to serve all residential uses shall be located on the same parcel or site as the use which it serves.
2. **Non-Residential Uses.** Required minimum on-site parking to serve all non-residential residential uses shall be located on the same parcel or site as the use which it serves except as allowed by Section 18.72.050.D (Off-Site Parking).

C. Electric Vehicle Charging.

1. **When Required.** Electric vehicle charging stations shall be provided:
 - a. For new structures or uses required to provide at least 25 parking spaces; and
 - b. Additions or remodels that increase an existing parking lot of 50 for more spaces by 10 percent or more.
2. **Number of Charging Stations.** The number of required charging stations shall be as follows:
 - a. 25-49 parking spaces: 1 charging station.
 - b. 50-100 parking spaces: 2 charging stations, plus one for each additional 50 parking spaces.
3. **Location and Signage.** Charging stations shall be installed adjacent to standard size parking spaces. Signage shall be installed designating spaces with charging stations for electric vehicles only.

D. Garage and Carport Setbacks. Garages and carports in the Detached Residential Zoning Districts shall comply with setback requirements in Section 18.20.030.E (Garage and Carport Setbacks).**E. Parking for Persons with Disabilities.**

1. Parking spaces for persons with disabilities shall be provided in compliance with California Code of Regulations Title 24.
2. Parking spaces required for the disabled shall count toward compliance with the number of parking spaces required by Table 18.72-1 and Table 18.72-2.

F. Camper, Boat, and Trailer Parking. Camper, boat, and trailer parking spaces shall be located and screened so as not to be visible from the public street.

18.72.050 – On-Site Parking Alternatives

A. Purpose. This section identifies alternatives to required on-site parking to:

1. Allow for creative parking solutions;
2. Enhance economic vitality in Morgan Hill;
3. Promote walking, biking, and use of transit; and
4. Encourage the efficient use of land resources consistent with the General Plan.

B. Required Approval. Unless otherwise indicated, all reductions in on-site parking described in this section require Planning Commission approval of a Conditional Use Permit.

C. In-Lieu Payments. Within the MU-D and MU-N zoning districts, on-site parking requirements may be satisfied by payment of an in-lieu parking fee consistent with the City's Downtown in-lieu fee parking program.

D. Off-Site Parking.

1. For multi-family housing and non-residential uses, the Planning Commission may allow off-site parking if the Commission finds that practical difficulties prevent the parking from being located on the same lot it is intended to serve.
2. On-site parking shall be located within a reasonable distance of the use it is intended to serve, as determined by the Planning Commission.
3. A covenant record, approved by the City Attorney, shall be filed with the County Recorder. The covenant record shall require the owner of the property where the on-site parking is located to continue to maintain the parking space so long as the building, structure, or improvement is maintained in Morgan Hill. This covenant shall stipulate that the title and right to use the parcels shall not be subject to multiple covenant or contract for use without prior written consent of the City.

E. Consolidated Parking.

1. The required on-site parking for multiple uses may be consolidated into one central parking area located within the same block or within 300 feet of any individual use.
2. The number of parking spaces required shall be the sum total of the required parking for each individual use unless the City approves a shared parking reduction in accordance with Section 18.72.050.F (Shared Parking).

F. Shared Parking. Multiple land uses on a single parcel or development site may use shared parking facilities when operations for the land uses are not normally conducted during the same hours, or when hours of peak use differ. The Planning Commission may allow shared parking if:

1. The parking will be shared by non-residential land uses only;

2. A parking demand study approved by the Community Development Director demonstrates that there will be no substantial conflicts between the land uses' principal hours of operation and periods of peak parking demand;
3. The total number of parking spaces required for the land uses does not exceed the number of parking spaces anticipated at periods of maximum use; and
4. The proposed shared parking facility is located no further than 400 feet from the primary entrance of the land use which it serves.

G. Valet Parking. The Planning Commission may allow up to 25 percent of the required on-site parking spaces to be valet spaces. Valet parking shall comply with the following standards:

1. Valet parking lots must be staffed at all times by an attendant who is authorized and able to move vehicles.
2. A valet parking plan shall be reviewed and approved by the Community Development Director in consultation with the City Engineer.
3. Valet parking may not interfere with or obstruct vehicle or pedestrian circulation on the site or on any public street or sidewalk.
4. The use served by valet parking shall provide a designated drop-off and pick-up area. The drop-off and pick-up area may be located adjacent to the building, but it may not be located within a fire lane, impede vehicular and/or pedestrian circulation, or cause queuing in the right-of-way or drive aisle.

H. Low Demand. The number of required on-site parking spaces may be reduced if the Planning Commission finds that the land use will not utilize the required number of spaces due to the nature of the specific use. This finding shall be supported by the results of a parking demand study approved by the Community Development Director in consultation with the City Engineer.

I. Transportation Demand Management Plan. The Planning Commission may reduce the number of required on-site parking spaces for employers that adopt and implement a Transportation Demand Management (TDM) Plan subject to the following requirements and limitations:

1. A TDM Plan reduction is available only to employers with 25 or more employees.
2. Required on-site parking spaces may be reduced by no more than 15 percent.
3. The TDM Plan shall be approved by the Community Development Director in consultation with the City Engineer.
4. The TDM Plan shall identify specific measures that will measurably reduce the demand for on-site parking spaces.
5. The employer shall appoint a program coordinator to oversee transportation demand management activities.

6. The program coordinator must provide a report annually to the Planning Commission that details the implementation strategies and effectiveness of the TDM Plan.
7. The Planning Commission may revoke the TDM Plan at any time and require additional parking spaces on site upon finding that that the Plan has not been implemented as required or that the Plan has not produced the reduction the demand for on-site parking spaces as originally intended.

18.72.060 – Parking Design and Development Standards

A. Conformance with City Standards. All parking spaces, lots, driveways and other improvements intended and used for vehicle parking and circulation shall comply with the Design Standards and Standard Details for Construction as maintained by the City of Morgan Hill Engineering Division.

B. Parking Space and Lot Dimensions.

1. **General.** The dimensions of parking spaces, maneuvering aisles, and access ways within a parking lot shall conform to the City's official parking space standard specifications maintained by the Engineering Division and as shown in Figure 18.72-1. All required parking spaces shall be full size parking spaces. Alternatively, with the issuance of a Design Permit, up to thirty percent of the required parking spaces may be compact spaces.
2. **Garage Spaces.** All parking spaces within a structure shall be a minimum of 10 feet in width and 20 feet in length.
3. **Access to Spaces.** All access to spaces in a parking lot shall be from the lot.
4. **Driveway Width.** The minimum required driveway width at the street entrance shall be as shown in Table 18.72-4.

FIGURE 18.72-1: PARKING LOT DIMENSIONS

FULL SIZE			
A Angle	B Depth	C Aisle	D Width [1]
0°	22 ft.	12 ft.	8 ft.
45°	18.7 ft.	15 ft.	9 ft.
60°	19.8 ft.	16 ft.	9 ft.
90°	18 ft.	25 ft.	9 ft.

COMPACT			
A Angle	B Depth	C Aisle	D Width [1]
0°	22 ft.	12 ft.	8 ft.
45°	16.6 ft.	15 ft.	8 ft.
60°	17.6 ft.	16 ft.	9 ft.
90°	16 ft.	25 ft.	9 ft.

A = Angle parking spaces makes with wall, curb, or fences

B = Minimum distance measured at right angles from wall, curb, or fence to nearest edge of aisle, except zero-degree parking where B equals the length of the stall parallel to the curb, aisle, or street

C = Minimum width of one-way aisle

D = Minimum width of the parking space measured at right angles from the side boundaries of the space

Notes:

[1] Minimum 10 ft. width for spaces with one or two sides adjacent to a landscaped area.

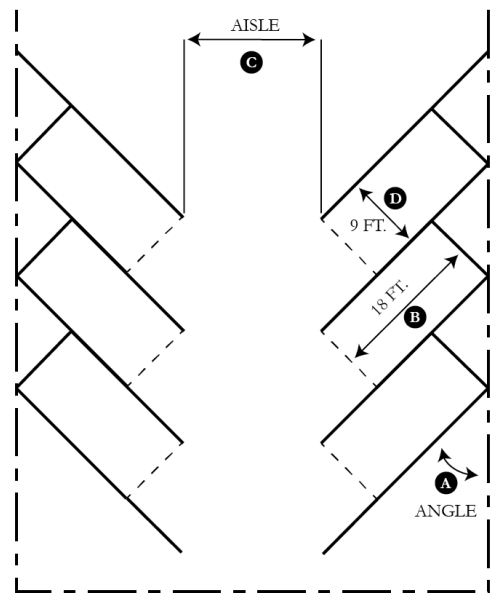
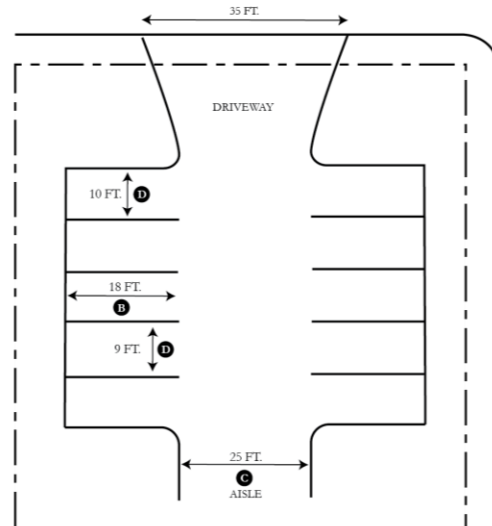


TABLE 18.72-4: MINIMUM DRIVEWAY WIDTHS

Land Use Served by Driveway	Minimum Width at Street Entrance
Commercial Uses	
One-Way Driveway	25 ft.
Two-Way driveway	35 ft.
Residential Uses	
One-way Driveways	12 ft. at street entrance
Two-way Driveways	18 ft. at street entrance

5. **Circulation Drive Aisle Width.** Main circulation drive aisles within a shopping center or other commercial development shall be a minimum of 30 feet in width.
6. **Stacking Area.** All parking lots shall provide a minimum 40-foot stacking from the travel lane of the adjoining street.

C. Surfacing.

1. All parking spaces, maneuvering aisles, and access ways shall be paved with asphalt, concrete, or other all-weather surface.
2. Permeable paving materials, such as porous concrete/asphalt, open-jointed pavers, and turf grids, are a permitted surface material, subject to approval by the Development Services Department.

D. Tandem Parking Spaces. Tandem parking spaces are permitted for all residential land uses, provided that they comply with the following standards:

1. Parking spaces in a tandem configuration shall be reserved for and assigned to a single dwelling unit. All required guest parking shall be provided as single, non-tandem parking spaces.
2. Tandem parking spaces shall not block the use of the driveway to access other parking spaces located within the parking area.
3. Tandem parking spaces shall be used to accommodate passenger vehicles only.

E. Forward Entrance and Exit. For parking areas adjacent to an arterial or collector roadway, sufficient maneuvering area shall be provided so that vehicles may enter and exit an abutting street in a forward direction.

F. Parking Lifts. Required parking may be provided using elevator-like mechanical parking systems (“lifts”) provided the lifts are located within an enclosed structure or otherwise screened from public view.

G. Lighting.

1. A parking area with six or more parking spaces shall include outdoor lighting that provides a minimum illumination of 1.0 foot-candles over the entire parking area.

2. Outdoor lighting as required above shall be provided during nighttime business hours.
3. All parking space area lighting shall be energy efficient and designed so that any glare or spillage is directed away from residential properties.
4. All fixtures shall be hooded and downward facing.
5. Parking structures shall provide indoor lighting as required by the California Building Code.

H. Pedestrian Access.

1. Parking lots with more than 30 parking spaces shall include a pedestrian walkway in compliance with ADA requirements.
2. The design of the pedestrian walkway shall be clearly visible and distinguished from parking and circulation areas through striping, contrasting paving material, or other similar method as approved by the Community Development Director.

I. Screening. Parking lots of six spaces or more shall comply with the following screening standards.

1. **Location.** Screening shall be provided along the perimeter of parking lots fronting a street or abutting a residential zoning district.
2. **Height.**
 - a. Screening adjacent to streets shall have a minimum height of 3 feet.
 - b. For parking lots within 10 feet of a residential zoning district, screening shall have a minimum height of 6 feet.
3. **Materials.** Required screening may consist of one or more of the following materials:
 - a. Low-profile walls constructed of brick, stone, stucco or other durable and graffiti-proof coating material.
 - b. Evergreen plants that form an opaque screen.
 - c. An open fence combined with landscaping to form an opaque screen.
 - d. A berm landscaped with ground cover, shrubs, or trees.
 - e. Parking lots within 10 feet of a residential zoning district shall be screened by a 6 foot masonry wall.

J. Driveway Spacing.

1. Driveways shall be setback from street intersections as shown in Table 18.72-5:

TABLE 18.72-5: DRIVEWAY SETBACKS FROM INTERSECTIONS

Use Served by Driveway	Minimum Distance from Intersection
Residential	10 ft.
Commercial	25 ft.
Industrial	30 ft.
Other Uses	As required by the City Engineer

2. Setbacks shall be measured from corner radius or 30 feet, whichever is greater. The corner radius shall be the arc length measured between the linear distance of the adjoining street.

K. Adjustments to Parking Design and Development Standards. The Planning Commission may allow adjustments to parking design and development standards in this section through the approval of a Minor Exception as described in Chapter 18.108.070 (Minor Exceptions).

18.72.070 – Parking Lot Landscaping

- A. General Standards.** All landscaping within parking lots shall comply with the requirements of Chapter 18.72 (Landscaping) in addition to the standards within this section.
- B. Landscaping Defined.** Except as otherwise specified in this section, landscaping and landscaped areas shall consist of plant materials, including any combination of trees, shrubs, and ground cover.
- C. Interior Landscaping.** All areas within a parking lot not utilized for parking spaces or access/circulation shall be landscaped. For parking lots with more than 15 spaces, the minimum amount of interior landscaping is specified in Table 18.72-6. Interior landscaping is defined as any landscaped area surrounded on at least two sides by parking spaces or drive aisles, and excluding areas around the perimeter of the parcel or development site.

TABLE 18.72-6: MINIMUM REQUIRED PARKING LOT LANDSCAPING

Number of Required Parking Spaces	Percent of Surface Parking Area to be Landscaped
16 to 30	10%
31 to 60	15%
Over 60	20%

D. Shade Trees.

1. One shade tree shall be provided for every five parking spaces in a parking lot.
2. Shade trees shall be a minimum 24-inch box in size and shall provide a minimum 30-foot canopy at maturity.
3. Shade trees shall be of a type that can reach maturity within 15 years of planting and shall be selected from a City-recommended list of canopy tree species.
4. Shade trees shall be arranged in a parking lot to provide maximum shade coverage (based on a 30-foot canopy) on August 21. The arrangement should approximate nearly 50 percent shade coverage.

E. Concrete Curbs.

1. All landscape areas shall be separated from parking spaces, drive aisles and driveways by a continuous, raised concrete curb. Raised concrete curbs shall be a minimum of 6 inches high by 4 inches deep.
2. The City may approve alternatives to raised concrete curbs as needed to comply with any mandatory stormwater drainage standards.

F. Parking Space Landscaping. A maximum of 2 feet at the front end of a parking space may be landscaped with low shrubs or ground cover in which a vehicle could extend over in lieu of paving surface. This landscaping may not count toward minimum required parking lot landscaped area.

G. Timing. Landscaping shall be installed prior to the City's authorization to occupy any buildings served by the parking area, or prior to the final inspection for the parking lot.

H. Green Parking Exemptions. Parking lots that incorporate solar panels, bioswales, and other similar green features not otherwise required by post construction stormwater requirements are eligible for reduced parking lot landscaping requirements with the approval of a Conditional Use Permit.

18.72.080 – Bicycle Parking

A. Applicability. All multi-family developments of 5 units or more and commercial and commercial parking lots of 10 spaces or more shall provide bicycle parking as specified in this section.

B. Types of Bicycle Parking.

1. **Short-Term/Class II Bicycle Parking.** Short-term/Class II bicycle parking provides shoppers, customers, messengers and other visitors who generally park for two hours or less a convenient and readily accessible place to park bicycles.

2. **Long-Term/Class I Parking.** Long-term/Class I bicycle parking provides employees, residents, visitors and others who generally stay at a site for several hours a secure and weather-protected place to park bicycles. Long-term parking may be located in garages or other limited access areas for exclusive use by tenants or residents.

C. Bicycle Parking Spaces Required. Short-term and long-term bicycle parking spaces shall be provided as specified in Table 18.72-7.

TABLE 18.72-7: REQUIRED BICYCLE PARKING SPACES

Land Use	Required Bicycle Parking Spaces	
	Short-Term Spaces	Long-Term Spaces
Multi-Family Dwellings and Group Housing	10% of required automobile spaces; minimum of 4 spaces	1 per 5 units
Non-Residential Uses	10% of required automobile spaces	1 per 20 required automobile spaces for uses 10,000 sq. ft. or greater

D. Short-Term/Class II Bicycle Parking Standards. Short-term bicycle parking shall be located within 100 feet of the primary entrance of the structure or use it is intended to serve.

E. Long-Term Bicycle Parking Standards. The following standards apply to long-term bicycle parking:

1. **Location.** Long-term bicycle parking shall be located on or within 750 feet of the use that it is intended to serve.
2. **Security.** Long-term bicycle parking spaces shall be secured. Spaces are considered secured if they are:
 - a. In a locked room or area enclosed by a fence with a locked gate;
 - b. Within view or within 100 feet of an attendant or security guard;
 - c. In an area that is monitored by a security camera; or
 - d. Visible from employee work areas.

F. Parking Space Dimensions.

1. Minimum dimensions of 2 feet by 6 feet shall be provided for each bicycle parking space.
2. An aisle of at least 5 feet shall be provided behind all bicycle parking to allow room for maneuvering.
3. 2 feet of clearance shall be provided between bicycle parking spaces and adjacent walls, polls, landscaping, pedestrian paths, and other similar features.

4. 4 feet of clearance shall be provided between bicycle parking spaces and adjacent automobile parking spaces and drive aisles.

G. Rack Design. Bicycle racks must be capable of locking both the wheels and the frame of the bicycle and of supporting bicycles in an upright position.

H. Cover. Required cover for bicycle parking spaces shall be permanent, designed to protect the bicycle from rainfall, and at least 7 feet above the floor or ground.

18.72.090 – On-Site Loading

A. Applicability. All retail, hotel, warehousing, manufacturing, and similar uses that involve the frequent receipt or delivery of materials or merchandise shall provide on-site loading spaces consistent with the requirements of this section.

B. Number of Loading Spaces. The minimum number of required loading spaces shall be as specified in Table 18.72-8.

TABLE 18.72-8: REQUIRED LOADING SPACES

Floor Area	Required Loading Spaces
Less than 15,000 sq. ft.	None
15,000 to 25,000 sq. ft.	1
25,000 to 100,000 sq. ft.	2
100,000 to 200,000 sq. ft.	3
200,000 to 300,000 sq. ft.	4
Greater than 300,000 sq. ft.	4 plus 1 per each additional 100,000 sq. ft.

C. Location.

1. Required loading spaces shall be located on the same lot as the use they are intended to serve.
2. No loading space shall be located closer than 50 feet to a residential zoning district, unless the loading space is wholly enclosed within a building or screened by a solid wall not less than 8 feet in height.

D. Dimensions.

1. Each loading space shall have minimum dimensions of 12 feet wide, 40 feet long, and 14 feet in vertical clearance.
2. Deviations from the minimum dimensions standards may be approved by the Community Development Director if the spatial needs are less than the minimum required due to the truck size and type that will be utilized in the operation of a specific business.

E. Design and Configuration.

1. Loading spaces shall be configured to ensure that loading and unloading takes place on-site and not within adjacent public rights-of way.
2. Sufficient maneuvering area shall be provided for loading spaces so that vehicles may enter and exit an abutting street in a forward direction.
3. Loading spaces and their associated maneuvering areas shall not encroach into required employee or visitor parking areas or other on-site areas required for vehicle circulation.
4. Loading spaces shall be striped and clearly identified as for loading purposes only.

Chapter 18.76 – PERFORMANCE STANDARDS

Sections:

- 18.76.010 – Purpose
- 18.76.020 – Applicability
- 18.76.030 – General Prohibitions
- 18.76.040 – Air Contaminants
- 18.76.050 – Fire and Explosive Hazards
- 18.76.060 – Glare
- 18.76.070 – Hazardous Materials
- 18.76.080 – Liquid and Solid Wastes
- 18.76.090 – Noise
- 18.76.100 – Odors
- 18.76.110 – Radioactivity
- 18.76.120 – Electromagnetic Interference
- 18.76.130 – Vibration

18.76.010 – Purpose

This chapter establishes performance standards for uses and activities to protect the community from nuisances, hazards, and objectionable conditions; promote compatibility of different land uses; and to protect environmental resources.

18.76.020 – Applicability

This chapter applies to all new and existing land uses, including permanent and temporary uses, in all districts unless an exemption is specifically provided.

18.76.030 – General Prohibitions

Land or buildings shall not be used or occupied in a manner creating any dangerous, injurious, or noxious fire, explosive or other hazard that would adversely affect the surrounding area.

18.76.040 – Air Contaminants

- A. No uses or activity may operate in a manner that emits excessive dust, fumes, smoke, or particulate matter, excluding standards set under state and federal law.
- B. Sources of air pollution shall comply with all rules established by the Environmental Protection Agency (Code of Federal Regulations, Title 40), the California Air Resources Board, and the Bay Area Air Quality Management District (BAAQMD).

- C. Operators of activities, processes, or uses that require approval to operate from the BAAQMD shall file a copy of the permit with the Development Services Department within 30 days of permit approval.

18.76.050 – Fire and Explosive Hazards

- A. All uses and activities involving storage of flammable or explosive materials shall provide adequate safety devices against the hazard of fire and explosion and adequate fire-fighting and fire-suppression equipment.
- B. Fire-fighting and fire-suppression equipment and devices standard in industry shall be approved by the Fire Department.
- C. Burning of waste materials in open fires is prohibited.

18.76.060 – Glare

No use or activity may produce direct or sky-reflected glare that is visible at a distance of 500 feet from the use or activity, except for signs as allowed by Chapter 18.88 (Signs).

18.76.070 – Hazardous Materials

- A. The use, handling, storage and transportation of hazardous materials shall comply with the California Hazardous Materials Regulations and the California Fire and Building Codes, as well as the laws and regulations of the California Department of Toxic Substances Control and the County Environmental Health Agency.
- B. Any use that handles, stores, or transports hazardous materials requires a Conditional Use Permit.

18.76.080 – Liquid and Solid Wastes

- A. Liquids and solids of any kind may not be discharged, either directly or indirectly, into a public or private body of water, sewage system, watercourse, or into the ground, except in compliance with applicable regulations of the California Regional Water Quality Control Board (California Administrative Code, Title 23, Chapter 3 and California Water Code, Division 7).
- B. Solid wastes shall be handled and stored so as to prevent nuisances, health, safety and fire hazards, and to facilitate recycling. There shall be no accumulation outdoors of solid wastes conducive to the breeding of rodents or insects, unless stored in closed containers.

18.76.090 – Noise

- A. No land use or activity may produce a noise level in excess of the standards in Table 18.76-1.

Table 18.76-1: Maximum Noise Levels

Receiving Land Use	Maximum Noise Level at Lot Line of Receiving Use [1]
Industrial and Wholesale	70 dbA
Commercial	65 dbA
Residential or Public/Quasi Public	60 dbA

Notes:

[1] The Planning Commission may allow an additional 5 dbA noise level at the lot line if the maximum noise level shown in Table 18.76-1 cannot be achieved with reasonable and feasible mitigation.

- B.** Noise standards in Table 18.76-1 do not apply to noise generated by vehicle traffic in the public right-of-way or from temporary construction, demolition, and vehicles that enter and leave the site of the noise-generating use (e.g., construction equipment, trains, trucks).
- C.** All uses and activities shall comply with Municipal Code Chapter 8.28 (Noise).

18.76.100 – Odors

- A.** No use or activity shall produce objectionable odors that are perceptible without instruments by a reasonable person at the lot line of a site.
- B.** Odors from temporary construction, demolition, and vehicles that enter and leave the site (e.g., construction equipment, trains, trucks, etc.) are exempt from this standard.

18.76.110 – Radioactivity

No radiation of any kind shall be emitted that is dangerous to humans.

18.76.120 – Electromagnetic Interference

- A.** No use or activities may cause electromagnetic interference with normal radio and television reception in a residential district, or with the function of other electronic equipment beyond the lot line of the site in which it is situated.
- B.** All uses and activities shall comply with applicable Federal Communications Commission regulations.

18.76.130 – Vibration

Vibration transmitted through the ground that is discernible without instruments at the lot line of the establishment or use is prohibited. Vibrations from temporary construction, demolition, and vehicles that enter and leave the lot (e.g., construction equipment, trains, trucks, etc.) are exempt from this standard.

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Chapter 18.80 – RECREATIONAL VEHICLE PARKS

Sections:

- 18.80.010 – Purpose
- 18.80.020 – Definitions
- 18.80.030 – Compliance with State Law
- 18.80.040 – Permits Required
- 18.80.050 – Occupancy Requirements
- 18.80.060 – Development Standards

18.80.010 – Purpose

This chapter establishes standards for the development and operation of recreational vehicle (RV) parks. These standards are intended to:

- A. Ensure that RV parks are compatible with surrounding land uses;
- B. Provide a suitable environment for travelers and other occupants of RV parks;
- C. Protect RV parks as a recreational amenity serving temporary visitors; and
- D. Ensure RV parks conform to applicable state laws and regulations.

18.80.020 – Definitions

Specialized terms used in this chapter are defined as follows:

- A. **Recreational Vehicle (RV).** A vehicular-type unit designed for temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. The term “recreational vehicle” includes, but is not limited to:
 - 1. Motor homes constructed as an integral part of a self-propelled vehicle.
 - 2. Travel trailers built on a chassis and drawn by a motorized vehicle.
 - 3. Campers mounted on a truck chassis.
 - 4. Camping trailers and similar folding structures mounted on wheels.
 - 5. Park trailers built on a single chassis, mounted on wheels, with a gross trailer area not exceeding 400 square feet in the setup mode, and certified by the manufacturer as complying with ANSI A119.5.
- B. **Recreational Vehicle (RV) Park.** An establishment designed, established, or used for exclusive occupancy by two or more recreational vehicles. RV parks are owned by a single

owner or organizations where RV spaces are temporarily rented or leased to a person occupying an RV.

- C. Recreational Vehicle (RV) Space.** A designated and defined area of land within an RV park intended for temporary location of an RV as a dwelling unit.
- D. Recreational Vehicle (RV) Space, Short Term.** An RV space designated for stays of 30 days or less in one continuous stay, and no more than 90 days in any consecutive 365-day period.
- E. Recreational Vehicle (RV) Space, Transitional.** An RV space designated for stays of 31 to 244 days in any consecutive 365-day period. Transitional RV spaces are intended for persons moving to the Morgan Hill who may be in transition to permanent housing and require a temporary address in prior to obtaining permanent housing.

18.80.030 – Compliance with State Law

- A.** All RV parks shall conform to Title 25, Chapter 5 of the State of California Administrative Code, Division 13 of the California Health and Safety Code, and all other state laws and regulations that apply to RV parks.
- B.** In the event of conflict between any this chapter and any controlling state law or regulation, the state law or regulation shall apply. If the state law or regulation is not controlling, then the more restrictive provision shall apply.

18.80.040 – Permits Required

- A. Conditional Use Permit.**
 - 1. When located in a district that identifies RV parks as a permitted use, the establishment and operation of an RV park requires a Conditional Use Permit.
 - 2. The Conditional Use Permit for an RV park shall specify the number and proportion of short term and transitional spaces permitted in the RV park.
- B. Design Permit.** Establishment of an RV park requires Planning Commission approval of a Design Permit.

18.80.050 – Occupancy Requirements

- A. Length of Occupancy.**
 - 1. The maximum length of occupancy in an RV park is as follows:
 - a. Short Term RV Spaces: No more than 30 days in one continuous stay, and no more than 90 days in any consecutive 365-day period.
 - b. Transitional RV Spaces: No more than 244 days in any consecutive 365-day period.
 - 2. Occupancy in an RV park for more than 244 days is prohibited.

3. Occupancy for longer than 30 days of any RV space designated by the Conditional Use Permit as a short term RV space requires an amendment to the Conditional Use Permit.
- B. Permitted Vehicles.** Occupancy of an RV space is limited to one RV and one additional motor vehicle. Permanent buildings are prohibited within RV spaces.
- C. Tag of Certification.** An RV which stays for more than 30 continuous days in a RV park shall have a tag of certification documenting compliance with state and federal RV manufacturing requirements. A tag of certification may be issued by:
1. The California Department of Housing and Community Development under Section 4032, Title 25, Division 1, Chapter 3 of the California Code of Regulations ("state insignia") or other state or Canadian province; or
 2. The Recreational Vehicle Industry Association (RVIA) or a third-party certification company recognized by the City as being substantially equivalent.
- D. Registration Required.**
1. RV parks shall maintain a register listing the name, home address, vehicle identification number, and length of each of each park occupant. Erasures or alterations on the register is prohibited and unlawful.
 2. Each register page shall include a statement that the register is open to City inspection at all times. Registers shall be kept in a conspicuous place and shall be made available for City inspection upon request.
- E. City Verification.** The City has the authority to allow a designated City staff member to visit an RV park, record vehicle identification numbers, vehicle license numbers and vehicle model types in spaces.

18.80.060 – Development Standards

All RV parks shall comply with the following development standards:

A. Park Size and Dimensions.

1. Minimum RV park area: 5 acres total and 2,000 square feet per RV space.
2. Maximum RV park area: 20 acres.
3. Minimum street frontage: 100 feet.

B. RV Space Size and Dimensions.

1. Minimum RV space area: 1,000 square feet.
2. Minimum RV space depth: 40 feet.
3. Minimum RV space frontage on an internal RV park road: 20 feet.

C. RV Park Roadways.

1. Minimum internal roadway width: 28 feet.
2. Minimum entry roadway width: 32 feet or 16 feet for one-way traffic originating and terminating in a two-way roadway.
3. Roadways shall be paved to a thickness and material to meet City standards.

D. Setbacks.

1. Structures and vehicles shall be setback the minimum distance from exterior park boundaries as required by the applicable zoning district.
2. Structures and vehicles shall be setback a minimum of 10 feet from vehicles in separate spaces, buildings, and roadways.
3. The main entrance of a park shall have an additional 10 feet of landscaped setback above the minimum front setback of the applicable zoning district.

E. Permanent Buildings.

1. An RV park may contain one or more permanent buildings solely to serve residents of the park.
2. Permanent buildings shall comply with the development standards of the applicable zoning district and the setback requirements in Subsection D above.
3. Permanent buildings may not occupy more than 15 percent of an RV park.
4. Permanent buildings may be used only for the following purposes:
 - a. RV park administration and office.
 - b. Recreational amenities and meeting areas.
 - c. Sales of packaged food, sundries and other convenience items customarily sold by convenience stores.
 - d. Storage of park equipment, excluding commercial storage for nonresidents of the RV park.
 - e. Other subordinate uses as described in the Conditional Use Permit for the RV park which are necessary and customary in order to operate a park.

F. Amenities. An RV park shall provide amenities in proportion to the area of the park as follows:

1. Restrooms: 1 restroom building for the first 50 spaces, plus 1 additional building for each additional 100 spaces. Restrooms shall include separate toilets for men and women and shower facilities.
2. Solid waste stations: 1 per 200 spaces in addition to a sewer connection for each space.

3. Recreation centers: 1 per 200 spaces. The first recreation center shall contain a swimming pool. Additional play areas may include an athletic field, picnic shelter, horseshoe pits, volleyball court, shuffleboard court, tennis court, additional swimming pools or similar facilities.

G. Landscaping.

1. All required front setbacks and RV park entrances shall be landscaped consistent with City standards and requirements.
2. The minimum landscaped area for each RV space is 10 percent of the space area or 200 feet, whichever is greater. At least one evergreen tree shall be planted and maintained within each RV space. No more than 70 percent of a space shall be nonpermeable (paved) area.
3. The minimum landscaped area for the RV overall is 20 percent of total park area, including individual RV space landscaping. Required amenities listed in Subsection F above, including recreational buildings and pools, may be counted within the park landscaping requirement.
4. Each RV park shall have at least one 500 feet by 100 feet area as a unified landscaped area visible from inside the park.

H. Sewer. Each RV space shall be connected to a sewer lateral meeting City standards which is connected to the RV park master sewer system. The RV park master sewer system shall be connected to the City sewer system. Septic tank connections are prohibited.

I. Water. Each vehicle space shall be connected to a water lateral meeting City standards which is connected to the RV park master water system, providing potable, safe and sanitary water. The RV park master water system shall be connected to the City water system.

J. Pets. Each RV space shall be treated as a residence for purposes of the City regulations regarding number of pets, leash laws and related pet regulations.

K. Perimeter Screening. Each RV park shall have a perimeter fence or wall built to City standards, at least 6 feet high, except that a fence or wall is not required in the landscaped front setback if individual RV spaces are not visible through the setback area from an adjacent public roadway.

L. Accessory buildings and awnings. An RV space may contain temporary accessory building as follows:

1. Accessory Buildings. One factory-enamel-coated metal shed per RV space, not to exceed 50 square feet in area, which is portable and not permanently affixed to the ground. Permitted use of such shed may include storage of the personal effects of the occupant or shelter for a pet.
2. Awnings. One canvas, fiberglass or factory-enamel-coated metal awning per RV space, which may be freestanding or attached to the RV, which does not exceed in

height, length or width the height, length or width of the RV and which is portable and not permanently affixed to the ground.

3. All accessory buildings and awnings within RV spaces shall be the properties of the occupants of the space and shall not remain on the space after the occupants have vacated the space; nor shall the park owner own or maintain such accessory buildings or awnings on spaces.

M. Signs. An RV park may have identification, directory, and directional signs as permitted by Chapter 18.88 (Signs).

Chapter 18.84 – ACCESSORY DWELLING UNITS

Sections:

- 18.84.010 – Purpose
- 18.84.020 – Permits Required
- 18.84.030 – Permitted Zoning Districts
- 18.84.040 – Site and Design Standards
- 18.84.050 – Deed Restrictions

18.84.010 – Purpose

This chapter establishes standards for the location and construction of accessory dwelling units in conformance with Government Code Section 65852.2. These standards are intended to allow for accessory dwelling units as an important form of affordable housing while preserving the character and integrity of residential neighborhoods in Morgan Hill.

18.84.020 – Permits Required

- A. Zoning Clearance.** Accessory dwelling units consistent with the requirements of this chapter are allowed by-right with the issuance of a Zoning Clearance.
- B. Time Limit to Act.** The City shall complete its review of an accessory dwelling unit application requiring a Zoning Clearance and approve or deny the application within 120 days after receiving an application.

18.84.030 – Permitted Zoning Districts

Accessory units are permitted in any zoning district where single-family detached dwellings are a permitted land use as identified in Part 2 (Zoning Districts and Overlay Zones) of the Zoning Code.

18.84.040 – Accessory Dwelling Units in Existing Space

An accessory dwelling unit within an existing primary dwelling, garage, or other accessory structure is permitted regardless of all other standards in this chapter if the accessory dwelling unit:

- A.** Complies with all applicable building and safety codes;
- B.** Provides independent exterior access from the primary dwelling; and
- C.** Complies with all side and rear yard setback requirements of the applicable zoning district.

18.84.050 – Site and Design Standards

- A. General.** Accessory units are subject to the same requirements that apply to primary dwellings on the same lot in the applicable zoning district except as specified in this section.
- B. Number of Accessory Units.** No more than one accessory dwelling unit is permitted on a single lot.
- C. Relationship to Primary Dwelling.**
1. An accessory dwelling unit may be within, attached to, or detached from the primary dwelling. Attachment to the primary dwelling shall be by sharing a common interior wall or common roof. No passageway (as defined in Government Code Section 65852.2(i)(5)) is required in conjunction with the construction of an accessory dwelling unit.
 2. An accessory dwelling unit shall have its own kitchen, bathroom facilities, and entrance separate from the primary dwelling.
 3. The City shall allow Junior Accessory Dwelling Units as defined in Government Code Section 65852.22 with an efficiency kitchen and bathroom facilities shared with the primary dwelling.
 4. The accessory dwelling unit shall be clearly subordinate to the primary dwelling by size, appearance, and location on the parcel.
- D. Maximum Unit Size.**
1. **Detached Accessory Units.** Table 18.84-1 identifies the maximum floor area for detached accessory dwelling units.

TABLE 18.84-1: MAXIMUM ACCESSORY UNIT FLOOR AREA

Zoning District	Maximum Floor Area
RE 10	1,200 sq. ft.
RE 2.5	1,000 sq. ft.
RE 1	900 sq. ft.
All other zoning districts	750 sq. ft.

2. **Attached Accessory Units.** The maximum floor area of attached accessory dwelling units is 30 percent of the floor area of the primary dwelling or the floor area specified in Table 18.84-1, whichever is less.
- E. Separation from Primary Dwelling.** Detached accessory dwelling units must be setback a minimum of 6 feet from the primary dwelling unit.

F. Property Line Setbacks.

1. No setback is required for an existing garage that is converted to an accessory dwelling unit.
2. A minimum setback of 5 feet from the side and rear property lines is required for an accessory dwelling unit constructed above a garage.

G. Parking.

1. Except as specified in this subsection, on-site parking for accessory dwelling units shall comply with all parking requirements in Chapter 18.72 (Parking and Loading).
2. In addition to on-site parking spaces required for the primary dwelling unit, on-site parking spaces shall be provided for accessory dwelling units as shown in Table 18.84-2.

TABLE 18.84-2: REQUIRED ON-SITE PARKING SPACES FOR ACCESSORY DWELLING UNITS

Accessory Dwelling Unit Size	Required Number of On-Site Parking Spaces
Studio and one-bedroom accessory dwelling units	1 space (may be tandem)
Two-bedroom accessory dwelling units	2 spaces (may be tandem)

3. On-site parking spaces for accessory dwelling units may be covered or uncovered and may be located within the front, side or rear setback areas.
4. No off-street parking is required for an accessory dwelling unit in the following cases:
 - a. The accessory dwelling unit is located within one-half mile of the Morgan Hill Caltrain station or a bus transit stop with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.
 - b. The accessory dwelling unit is located within a National Register Historic District or other historic district officially designated by the City Council.
 - c. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - d. When there is a car share vehicle pick-up/drop-off location within one block of the accessory dwelling unit.
5. When an existing garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the Zoning Code requires that those parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts.

- H. Design.** The design of accessory dwelling units shall be compatible with the design and scale of the primary dwelling (using substantially the same landscaping, color, materials and design on the exterior) and the general character of the neighboring residential properties.
- I. Doors and Windows.** Openings (e.g., doors and windows) on exterior walls that are closest to and face adjacent residentially-zoned properties shall be designed to minimize privacy impacts and maintain access to light and ventilation on adjacent properties.
- J. Utility Connections.**
1. **General.** An accessory dwelling unit shall not be considered a new residential use for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.
 2. **Accessory Dwelling Units in Existing Space.** For an accessory dwelling units within an existing primary dwelling, garage, or other accessory structure, the City shall not require an applicant to install a new or separate utility connection directly between the accessory dwelling unit with and the utility or impose a related connection fee or capacity charge.
 3. **Attached and Detached Accessory Dwelling Units.**
 - a. For detached accessory dwelling units and accessory dwelling units attached to and added on to a primary dwelling, the City shall require a new or separate utility connection directly between an attached or detached accessory dwelling unit and the utility.
 - b. Consistent with Government Code Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.
 4. **Fire Sprinklers.** The City shall not require accessory dwelling units to provide fire sprinklers if they would not be required for the primary residence under the current Fire Code.
- K. Septic Tank Disposal System.**
1. In areas where septic tank disposal systems are allowed due to lack of sanitary sewer lines, detached accessory dwelling units shall be served by separate and independent septic tank sewage disposal systems. All leach lines shall be designed and installed in accordance with current septic system requirements of the Santa Clara County Environmental Health Services.
 2. In other areas of the city, accessory dwelling units shall be connected to the sanitary sewer system through the existing lateral line serving the primary dwelling unit.

- L. Maximum Number of Bedrooms.** An accessory dwelling unit may contain no more than two bedrooms.

18.84.060 – Deed Restrictions

- A. Deed Restriction Required.** Before obtaining a building permit for an accessory dwelling unit, the property owner shall file with the County Recorder a declaration of restrictions containing a reference to the deed under which the property was acquired by the current owner. The deed restriction shall state that:
1. The accessory dwelling unit may not be sold separately from the primary dwelling.
 2. The accessory dwelling unit is restricted to the approved size as set forth in Section 18.84.040 (E).
- B. Binding on Future Owners.** The above declarations shall be binding upon any successor in ownership of the property. Lack of compliance shall be cause for code enforcement and/or revoking the City's approval of the accessory dwelling unit.

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Chapter 18.88 – SIGNS

Sections:

- 18.88.010 – Purpose
- 18.88.020 – Definitions
- 18.88.030 – Required Permits
- 18.88.040 – Signs Allowed Without Permits
- 18.88.050 – Prohibited Signs
- 18.88.060 – General Standards
- 18.88.070 – Adjustments to Sign Standards
- 18.88.080 – Sign Standards for Non-Residential Zones
- 18.88.090 – Sign Standards for Residential and Open Space Zones
- 18.88.100 – Standards for Specific Sign Types
- 18.88.110 – Master Sign Program
- 18.88.120 – Temporary Signs
- 18.88.130 – Nonconforming Signs
- 18.88.140 – Violations and Enforcement

18.88.010 – Purpose

This chapter establishes standards relating to the permitted type, size, height, placement, number, and design of signs. The intent of these standards is to:

- A. Support economically viable businesses serving city residents, workers, and visitors.
- B. Allow for signage that identifies businesses in a fair and equitable manner.
- C. Protect and enhance the aesthetic qualities of the city.
- D. Minimize hazards to motorists and pedestrians resulting from excessive, confusing, and distracting signs.
- E. Allow for a simple and streamlined sign permitting process.

18.88.020 – Definitions

- A. **Abandoned Sign.** A sign whose advertised use or service has ceased to function for a period of 90 days or more.
- B. **Off-Site Sign.** A sign advertising a land use, business, product, or service not located or available on the premises where the sign is located.
- C. **Portable Sign.** A movable sign not permanently attached to the ground or building.
- D. **Sign.** Any structure, object, or device that uses letters, numbers, graphics, colors or other means of communication to advertise, announce, or communicate information of any kind to the public.

E. Sign Copy. The area of a sign occupied by letters, numbers, graphics, or other content intended to communicate information.

F. Sign Face. The area of a sign where sign copy is placed.

G. Types of Signs.

1. **A-Frame Sign.** A portable sign with two opposing flat faces designed to be self-supporting on the ground.
2. **Awning Sign.** A sign incorporated into, attached, or painted on the face or valance of an awning.
3. **Banner Sign.** A sign composed of lightweight, flexible, non-rigid material either enclosed or not enclosed in a rigid frame.
4. **Beacon Sign.** A beam of light designed to draw attention to a particular location.
5. **Changeable Copy Sign.** A sign with copy that that can be changed or rearranged electronically or manually without altering the face or surface of the sign.
6. **Directional Signs.** A sign that provides directions to a place, structure or use, excluding signs installed by a public agency.
7. **Directory Sign.** A sign which lists and identifies the location of the occupants of a multi-tenant building or site.
8. **Hospital Sign.** A sign for a medical facility providing patient services primarily on an in-patient basis.
9. **Inflatable Balloon Sign.** A sign consisting of a flexible envelope of nonporous materials that gains its shape from inserted air or other gas.
10. **Flags.** Fabric, textile, or material with colors and/or patterns which display a symbol of a nation, state, company, or idea.
11. **Freeway-Oriented Sign.** A sign intended to be viewed primarily by motorists traveling on Highway 101.
12. **Freestanding Sign.** A sign attached to an independent, freestanding structure that is not attached to a building.
13. **Marque Sign.** A sign made a part of or in any manner attached to a marquee.
14. **Monument Signs.** A freestanding sign that is supported by a solid-appearing base constructed of permanent material.
15. **Pole Sign.** A freestanding sign that is supported by one or more poles which do not have a solid-appearing base constructed of permanent material.
16. **Post Sign.** A temporary sign suspended from a horizontal swingpost that is attached to a vertical post mounted in the ground.
17. **Projecting Sign.** A sign permanently attached to a building or wall such that the sign face or faces are perpendicular to the building or wall.

18. **Property Identification Sign.** A sign identifying the name of a residential property or subdivision with ten or more units.
19. **Roof Signs.** A sign erected upon, against, or directly above a roof above the parapet of a building.
20. **Site Sign.** A temporary sign allowed on sites with uses under construction or not yet occupied.
21. **Suspended Sign.** A sign attached to or suspended from the underside of an arcade, canopy, or marquee and oriented to pedestrian traffic.
22. **Wall Sign.** A sign attached to or painted on the exterior wall of a structure with the display surface of the sign approximately parallel to the building wall.
23. **Window Sign.** A sign posted, painted, placed, or affixed in or on a window exposed to public view.

18.88.030 – Required Permits

A. Sign Permits.

1. **When Required.** A Sign Permit is required to install, display, or alter a sign except for signs exempt from sign permit requirements as specified in Section 18.88.040 (Signs Allowed Without Permits).
2. **Review Authority.**
 - a. The Community Development Director shall review and act on all Sign Permit applications except for signs reviewed by the Planning Commission as specified in Paragraph b below.
 - b. The Planning Commission shall review and act on Sign Permit applications for the following types of signs:
 - (1) Changeable copy message board for automotive-related business adjacent to Highway 101 consistent with Section 18.88.100.B (Changeable Copy Signs);
 - (2) Freestanding freeway-oriented signs consistent with Section 18.88.100.C (Freestanding Freeway Oriented Signs);
 - (3) Off-site hospital signs consistent with Section 18.88.100.D (Hospital Signs);
 - (4) Off-site monument signs consistent with Section 18.88.100.D (Off-site Monument Signs);
 - (5) Adjustments to sign standards consistent with Section 18.88.070 (Adjustment to Sign Standards); and
 - (6) Master sign programs consistent with Section 17.88.110 (Master Sign Programs).

3. **General Permit Requirements.** The submittal and processing of Sign Permit applications shall comply with Chapter 18.104 (Common Permit Requirements).
 4. **Public Notice and Hearing.**
 - a. A noticed public hearing is not required for Sign Permits applications reviewed and acted upon by the Community Development Director.
 - b. The Planning Commission shall review and act on a Sign Permit application at a noticed public hearing in compliance with Chapter 18.104 (Common Permit Requirements).
 5. **Findings for Approval.** To approve a Sign Permit application, the review authority shall make all of the following findings:
 - a. The proposed signs are consistent with the General Plan, Zoning Code, and any applicable specific plan or area plan adopted by the City Council.
 - b. The proposed signs comply with all applicable standards in this chapter.
 - c. The proposed sign will not adversely impact the public health, safety, or general welfare.
 - d. The number, size, placement, design, and material of the proposed signs are compatible with the architectural design of buildings on the site.
 - e.
- B. Encroachment Permit.** A sign which projects into the public right-of-way requires City Engineer approval of an Encroachment Permit.
- C. Building Permit.** For signs that require a Building Permit, the City may not issue the Sign Permit until the Building Permit has been approved by the Building Official.

18.88.040 – Signs Allowed Without Permits

- A. Types of Signs.** The following signs are exempt from the permit requirements of this chapter and shall not be counted towards the allowable sign area or number of signs on a parcel:
1. **Alley and Service Area Signs.** Signs fronting an alley or service area mounted flat against a wall and not exceeding 25 square feet in aggregate area.
 2. **Commemorative Plaques.** One commemorative plaque identifying a building name, date of construction, or similar information that is cut into, carved, or made of stone, concrete, metal, or other similar permanent material.
 3. **Decorations.** Holiday and cultural observance decorations on private property which do not include any commercial advertising.
 4. **Directional Signs.** On-site directional signs located entirely on the property to which they pertain, identifying direction to parking, restrooms, and similar public facilities, each not exceeding 5 feet in height and 5 square feet in area for non-

residential uses and 2 square feet for residential uses.

5. **Directory Signs.** One directory sign per street frontage as follows:
 - a. Maximum area: 1 sq. ft. per tenant up to 24 sq. ft.
 - b. Maximum height: 6 ft. if freestanding
 - c. Internal illumination prohibited.
 6. **Flags.** Flags bearing noncommercial messages or graphic symbols as follows:
 - a. No more than three flags are permitted per parcel.
 - b. For flags flown on a flagpole longer than 6 feet, the longest dimension of the flag shall not exceed one-third the height of the flagpole; otherwise the longest flag dimension shall not exceed six feet.
 7. **Government Signs.** Signs installed by a governmental agency, including signs advertising community activities and local nonprofit, civic, or fraternal organizations.
 8. **House Number and Nameplates.** House numbers and nameplates up to 4 square feet for each residential dwelling.
 9. **Informational Signs.** Signs with information for the safety and convenience of the public such as address, hours and days of operation, whether a business is open or closed, no smoking notices, up to 3 square feet per sign and 10 feet in total.
 10. **Internal Signs.** Signs within a building, or on the premises of a building, that are not visible from the public right-of-way and are intended for interior viewing only.
 11. **No Trespassing Signs.** "No trespassing" signs, each not more than 1 square foot in size, placed at each corner and each entrance to property, and at intervals of not less than 100 feet, or in compliance with the requirements of state or federal law.
 12. **Non-Commercial Bulletin Boards.** One bulletin board on a parcel occupied by a non-commercial place of public assembly, with a maximum area of 12 square feet.
 13. **Real Estate Listings.** Real estate listings posted in the window of a real estate office, with a maximum area of 25 percent of the total window area.
 14. **Restaurant Menu Signs.** Restaurant menu signs attached to a building, with a maximum area of 3 square feet.
 15. **Temporary Signs.** Temporary signs consistent with Section 18.88.120 (Temporary Signs).
 16. **Traffic-Control Devices.** Official traffic-control devices in accordance with Municipal Code Chapter 10.16 (Traffic-Control Devices)
- B. Changes to Sign Face.** Changes to a sign face that do not structurally alter or enlarge a legally-established sign are exempt from the permit requirements of this chapter.
- C. Routine Maintenance.** The painting, cleaning, repair, and normal maintenance of a

legally-established sign are exempt from the permit requirements of this chapter.

- D. Murals and Decorations.** Murals and decorations on the exterior of a building that do not advertise a product, business, or service are not considered signs and are not subject to the requirements of this chapter.

18.88.050 – Prohibited Signs

- A. Prohibited Sign Types.** The following types of signs are prohibited:

1. Banners signs and pennants except when uses as a temporary sign consistent with Section 18.88.120 (Temporary Signs).
2. Beacon signs and searchlights.
3. Inflatable balloon signs and signs attached to inflated or gas-filled features.
4. Off-site signs, except for:
 - a. Off-site hospital signs consistent with Section 18.88.100.D (Hospital Signs);
 - b. Off-site monument signs consistent with Section 18.88.100.D (Off-site Monument Signs);
 - c. Off-site directional signs for community assembly uses in compliance with Section 18.88.100.H (Off-site Directional Signs for Community Assembly Uses)
 - d. Temporary off-site directional signs in compliance with Section 18.88.120.D (Temporary Off-site Directional Signs).
5. Pole signs.
6. Portable signs.
7. Roof signs.
8. Abandoned signs.
9. Murals and decorations on the exterior of a building that advertise a product, business, or service.

- B. Prohibited Location or Placement.** Signs with the following location and/or placement characteristics are prohibited:

1. Signs attached to or placed adjacent to any utility pole, parking meter, traffic signpost, traffic signal, or any other traffic control device.
2. Signs attached to trees.
3. Signs erected or maintained with horizontal or vertical clearance from overhead utilities less than required by state agencies.
4. Signs installed without permission of the owner or the owner's agent of the property on which the sign is located.
5. Signs mounted or attached to a vehicle parked for the purpose of calling attention to

or advertising a business establishment.

6. Signs projecting over a public roadway which have not received an encroachment permit from the City Engineer.
7. Signs that obstruct or interfere with the free use of a fire escape, exit, stairway, door, ventilator or window in violation of the California Building or Fire Code.
8. Signs that interfere with visibility at an intersection, public right-of-way, driveway, or other point of ingress/egress. The City may require sign setbacks greater than specified in this chapter as needed to maintain adequate visibility for motorists and pedestrians.

C. Prohibited Design Features. Signs with the following design features and/or physical characteristics are prohibited:

1. Signs which constitute a traffic hazard due to highly reflective and fluorescent painted signs.
2. Signs which simulate in size, color, lettering, or design a traffic control sign or signal.
3. Animated signs which move, rotate, revolve and other similar signs that visibly moving or rotating parts or visible mechanical movement of any kind.
4. Signs which flash, blink, change color, or change intensity including digital display and electronic readerboard signs, except for changeable-copy signs for automotive businesses adjacent to Highway 101 and movie theater signs consistent with Section 18.88.120 (Changeable Copy Signs).
5. Signs emitting audible sounds, odor, or visible matter.
6. Signs that feature a flag, pennant, whirligig, or any device which is designed to wave, flutter, rotate or display other movement under the influence of wind.
7. Any sign that utilizes visible guy wires, angle irons and iron frame structures.
8. Signs or sign structures which have become a public nuisance or hazard due to inadequate maintenance, or dilapidation.

D. Prohibited Sign Content.

1. The following sign content is prohibited:
 - a. Obscene or indecent text or graphics.
 - b. Text or graphics that advertise unlawful activity.
 - c. Text or graphics that constitute defamation, incitement to imminent lawless action, or true threats.
 - d. Text or graphics that present a clear and present danger due to their potential confusion with signs that provide public safety information (for example, signs that use the words "Caution," or "Danger," or comparable words, phrases, symbols, or characters in such a manner as to imply a safety hazard that does

not exist).

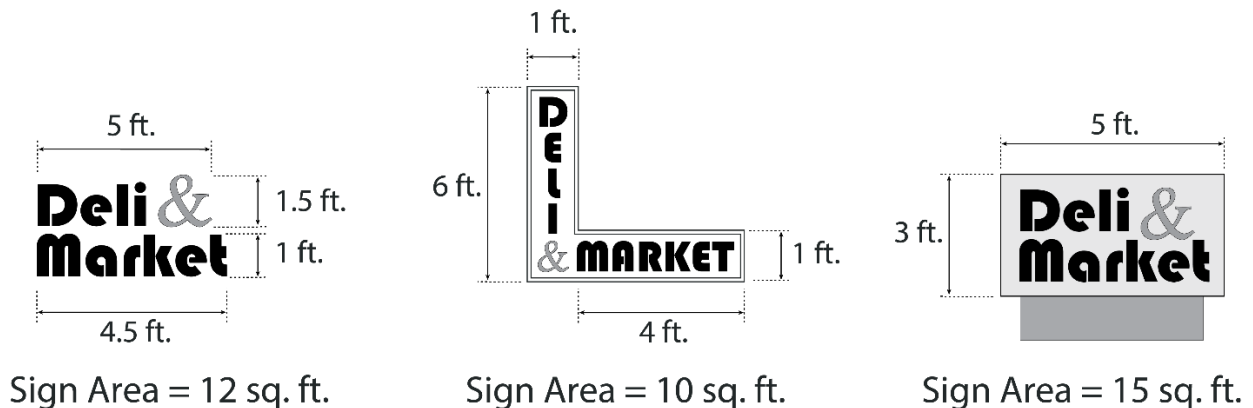
- e. Content advertising a use that has ceased to function for a period of 90 days or more.
2. The content prohibited by paragraph 1 above is either not protected by the United States or California Constitutions or are offered limited protection that is outweighed by the substantial governmental interests in protecting the public safety and welfare. It is the intent of the City Council that each subparagraph of paragraph 1 above be individually severable in the event that a court of competent jurisdiction were to hold one or more of them to be inconsistent with the United States or California Constitutions.

18.88.060 – General Standards

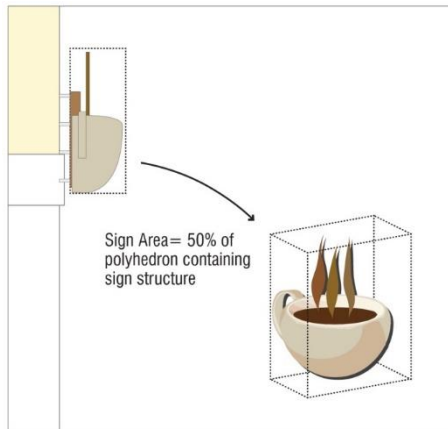
A. Measuring Sign Area.

1. Sign area is measured as the area of all sign copy, framing, or other display enclosed within a continuous perimeter composed of squares or rectangles. See Figure 18.88-1.

FIGURE 18-88-1: MEASUREMENT OF SIGN AREA



2. Supporting framework or bracing that is clearly incidental to the display itself shall not be calculated as sign area.
3. The area of a double-faced (back-to-back) sign shall be calculated as a single sign face if the distance between each sign face does not exceed 18 inches and the two faces are parallel with each other.
4. The area of spherical, free-form, sculptural or other non-planar signs are measured as 50 percent of the sum of the area enclosed within the four vertical sides of the smallest four-sided polyhedron that will encompass the sign structure. See Figure 18.88-2.

FIGURE 18.88-2: NON-PLANER SIGN AREA

- B. Building Code Compliance.** All signs shall comply with Chapter 15.08 (Building Code) and Chapter 15.12 (Electrical Code) of the Morgan Hill Municipal Code.
- C. Maintenance.** Signs, including all supports, braces, and anchors, shall be maintained in a state of good repair at all times. If the City determines that a sign has been damaged beyond 50 percent of its serviceable value, the sign shall be repaired and brought into compliance with all applicable requirements of this chapter.
- D. Building Surface Repair.** When an existing sign is replaced or modified, any newly exposed portions of a building surface on which the sign is displayed shall be repaired and repainted to restore a uniform appearance to the surface. Compliance with this requirement includes the removal of any excess conduit and supports, and the patching or filling of any exposed holes.
- E. Illumination.**
1. Non-residential signs may be internally or externally illuminated except where specifically prohibited. Internal illumination is permitted only when the portion of the sign that appears illuminated is primarily the sign lettering, registered trademark, or logo.
 2. The light source for externally illuminated signs shall be positioned so that light does not shine directly on adjoining properties or cause glare for motorists or pedestrians.
 3. Exposed bulbs are not permitted.
 4. Freestanding signs within the gateway areas as shown in the City of Morgan Hill Scenic Gateway Guidelines shall be non-illuminated or indirectly illuminated by exterior lighting sources only.
- F. Materials and Design.**
1. Except for interior window signs, all permanent signs shall be constructed of wood, metal, plastic, glass, or similar durable and weatherproof material.

2. The design of signs, including its shape, features, materials, colors, and textures, shall be compatible with the design character of the development or use it identifies and will not have an adverse effect on the character and integrity of the surrounding area.

G. Downtown Signs. Signs located within the Downtown Specific Plan overlay zone shall comply with the Signage Guidelines in the Downtown Specific Plan to the extent appropriate as determined by the review authority.

18.88.070 – Adjustments to Sign Standards

This section establishes procedures to allow the Planning Commission to approve signs that deviate from certain standards to provide reasonable flexibility in the administration of the sign ordinance.

- A. Permit Required.** Adjustments to sign standards allowed by this section requires Planning Commission approval of a Sign Permit.
- B. Permitted Adjustments.** The Planning Commission may allow adjustment to the following sign standards:
 1. The maximum permitted sign area up to a 25 percent increase.
 2. The maximum permitted sign height up to 25 percent increase.
 3. The maximum number of permitted signs.
 4. Requirements for temporary signs.
- C. Findings.** The Planning Commission may approve an adjustment to sign standards as allowed by this section if the following findings can be made in addition to findings required to approve the Sign Permit applications:
 1. The sign will be compatible with adjacent structures and uses and is consistent with the character of the neighborhood or district where it is located.
 2. The sign will not adversely impact neighboring properties or the community at large.
 3. The adjustment is necessary due to unique characteristics of the subject property, structure, or use.
 4. The sign will be consistent with the purpose of the zoning district, the General Plan, any applicable specific plan, and any adopted area or neighborhood plan.
 5. The adjustment will not establish an undesirable precedent.

18.88.080 – Sign Standards for Non-Residential Zones

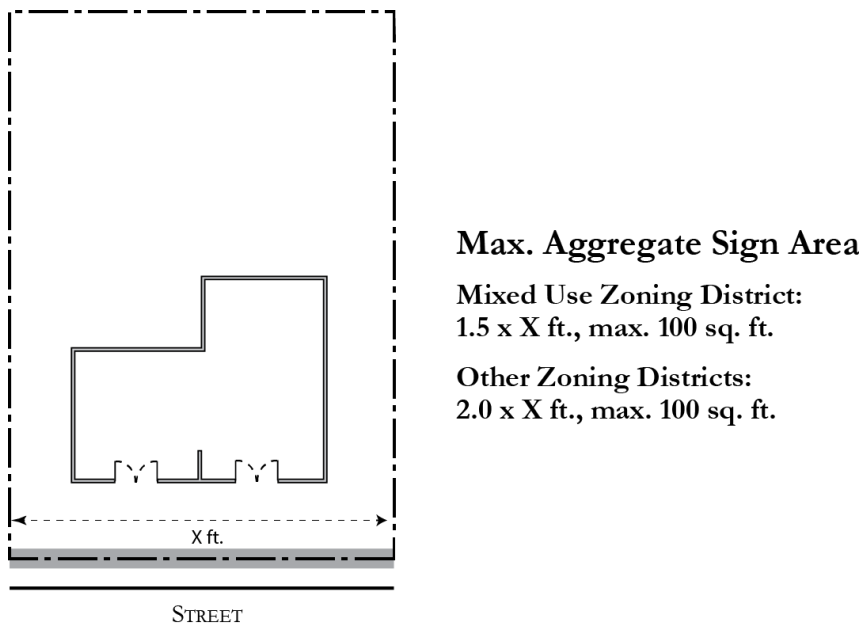
The sign standards in this section apply to properties in the mixed use (MU-D, MU-N, MUF), commercial (CN, CG, CH, CS), industrial (IL, IG, IC, IO), public facilities (PF), and sports recreation leisure (SRL) zones.

A. Signs Exempt from Permit Requirements. Signs that are exempt from the permit requirements of this chapter and do not count towards the allowable sign area or number of signs on a parcel are identified in Section 18.88.040 (Signs Allowed Without Permits).

B. Total Sign Area.

1. **General.** The maximum permitted aggregate sign area allowed on a parcel is as follows and as shown in Figure 18.88-3.

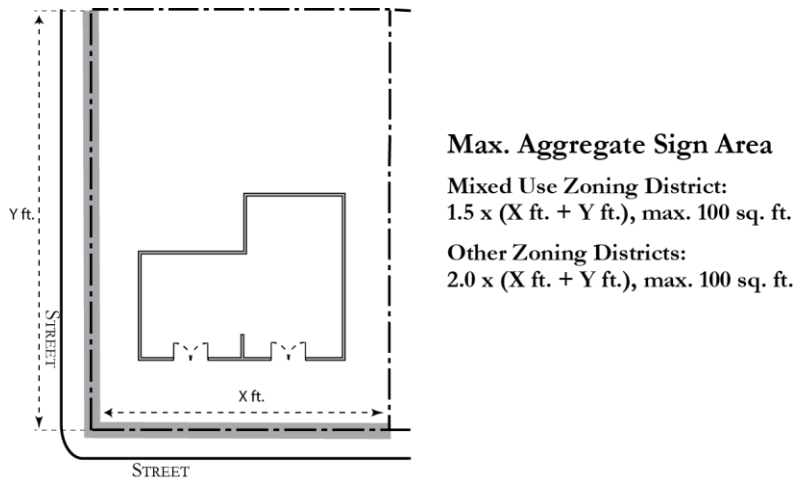
FIGURE 18-88-3: MAXIMUM AGGREGATE SIGN AREA – SINGLE FRONTAGE OUTSIDE DOWNTOWN SPECIFIC PLAN OVERLAY ZONE



- a. **Mixed Use Zones:** 1.5 square feet per lineal feet of street frontage to a maximum of 100 square feet.
- b. **Commercial, Industrial, Public Facilities, and Sports Recreation Leisure Zones:** 2.0 square feet per lineal feet of street frontage to a maximum of 100 square feet.
2. **Downtown Specific Plan Overlay Zone.** The maximum permitted aggregate sign area allowed on a parcel in the Downtown Specific Plan Overlay Zone is as follows.
 - a. **Buildings fronting Monterey Road, Third Street, and Depot Street:** 1.0 square feet per lineal feet of street frontage.
 - b. **Buildings Fronting Other Streets:** 0.75 square feet per lineal feet of street frontage.
3. **Sites with Multiple Frontages.** On parcels and sites with more than one frontage on a public street (excluding alleys), the maximum permitted sign area is calculated as follows:

- a. **Corner and Through Lots.** Where a lot fronts on two streets (a corner or “through lot”), either both the front and side, or front and rear lot lines as related to the applicable frontages may be used for calculating the allowable sign area.

FIGURE 17-88-3: MAXIMUM AGGREGATE SIGN AREA – SINGLE FRONTAGE OUTSIDE DOWNTOWN SPECIFIC PLAN OVERLAY ZONE



- b. **Three or More Frontages.** Where a lot has three or more frontages on a public street, the length of only two contiguous sides, one of which must be the principal street frontage, are added together to determine allowable sign area.
4. **Multiple-Occupancy Commercial Sites with Limited Frontage.** Where a multiple-occupancy commercial site has public street frontage equal to 20 percent or less of the perimeter measurement of the site, the maximum allowable sign area for the site is calculated as follows:
- One square foot of sign area per one lineal foot of public street frontage; plus
 - One lineal foot of exterior building walls fronting on driveways and parking lots that are generally used for public access and are located on the same site.
5. **Minimum Allowance in Multi-Tenant Projects.** For multi-tenant commercial projects, the aggregate sign area may be increased to the extent that each tenant has a minimum of 0.5 square feet of sign area per lineal foot of business frontage on the primary street frontage.
- C. **Standards for Sign Types.** Signs within non-residential zoning districts shall comply with Section 18.88.100 (Standards for Specific Sign Types).
- D. **Signage Guidelines - Downtown Signs.** Signs located within the Downtown Specific Plan overlay zone boundaries shall conform to the signage guidelines in the Downtown Specific Plan.
- E. **Temporary Signs.** Temporary signs allowed in non-residential zoning districts are identified in Section 18.88.120 (Temporary Signs).

18.88.090 – Sign Standards for Residential and Open Space Zones

The sign standards in this section apply to signs in the residential and open space zoning districts.

- A. Signs Exempt from Permit Requirements.** Signs that are exempt from the permit requirements of this chapter and do not count towards the allowable sign area or number of signs on a parcel are identified in Section 18.88.040 (Signs Allowed Without Permits).
- B. Property Identification Signs.** Residential properties or subdivisions with ten or more units may have property identification signs consistent with the following standards:
 - 1. **Maximum Number:** Two per street entrance.
 - 2. **Permitted Type:** Monument sign or attached to a masonry wall.
 - 3. **Minimum Setbacks:** 5 feet from property line.
 - 4. **Maximum Sign Area:** 32 square feet, which may be a single sign or divided between two signs on opposite sides of the street entrance.
 - 5. **Maximum Height:** 6 feet for monument signs.
 - 6. **Landscaping:** Must include landscaping around the base with minimum horizontal dimension of at least 4 feet.
 - 7. **Illumination:** External illumination only.
- C. Non-Residential Signs.** Signs for permitted non-residential uses in residential zones shall comply with the following standards:
 - 1. **Maximum Number:** One monument sign and one wall sign per street frontage.
 - 2. **Permitted Type:** Monument and wall signs.
 - 3. **Maximum Sign Area:** 32 square feet for monument signs and 24 square feet for wall signs.
 - 4. **Maximum Height:** 6 ft. for monument signs and 12 feet for wall signs
 - 5. **Minimum Setback:** 10 feet from property line for monument signs
 - 6. **Illumination:** External illumination only.

18.88.100 – Standards for Specific Sign Types

This section establishes standards for specific sign types where such signs are permitted.

- A. Awning Signs.**
 - 1. **Maximum Area:** Two-thirds of awning valance area and 15 percent of awning face, or 25 square feet, whichever is less.

2. **Maximum Projection from Building Wall:** No greater than the awning.
3. **Minimum Vertical Clearance:** 8 feet.
4. **Minimum Horizontal Clearance:** 2 feet from street or drive aisle curb.
5. **Placement:** Sign may only be mounted on the wall area below the second floor.
6. **Materials:** Awnings shall be constructed of durable, long lasting fabric. Plastic or vinyl material is not permitted.

B. Changeable Copy Signs. The City Council finds that automotive-related businesses near to Highway 101 have unique needs for communicating their message due to large market area of car dealerships, the site area required to maintain inventory, and the tendency for multiple car dealerships to cluster in a single location. The City Council also finds that movie-theatres have unique needs for communicating their message due to the number of and frequent change to films typically showing at a single time.

1. **Where Permitted:** Changeable copy signs are permitted only for:
 - a. Automotive-related business within 100 feet of the Highway 101 right-of-way; and
 - b. Movie theatres.
2. **Frequency of Copy Change:** Copy may change no frequently than every two minutes.

C. Freestanding Freeway-Oriented Signs. The City Council finds that large retail developments adjacent to Highway 101 have unique needs of communicating their message due to the high speed of vehicles traveling on the highway and the size and number of tenants located immediately to the freeway.

1. **Eligibility:** Freestanding freeway-oriented signs are permitted on sites that are:
 - a. Occupied by an existing or proposed unified commercial retail development of 100,000 square feet or more;
 - b. A minimum of 10 acres; and
 - c. Directly abuts the Highway 101 right-of way.
2. **Permit Required.** Freestanding freeway-oriented signs require Planning Commission approval of a Sign Permit.
3. **Maximum Number:** 1 per site.
4. **Maximum Height:** 50 feet.
5. **Maximum Area:** 200 sq. ft. Ancillary components of a sign such as shopping center identification that does not exceed 25 percent of the total sign area may be excluded from the calculation of the sign area.
6. **Setbacks:** 10 feet minimum from the highway right-of-way or other distance as determined by Caltrans and 200 feet minimum from a residential zone.

7. **Total Aggregate Sign Area:** The area of a freestanding freeway-oriented sign shall not be included in the calculation of the maximum total aggregate sign area for the parcel or site.
8. **Minimum Separation:** A freestanding freeway-oriented sign shall be separated a minimum of 1,000 feet from another freestanding freeway-oriented sign.
9. **Design:** The sign shall be compatible with surrounding development and the uses which it serves in general appearance and materials.
10. **Landscaping.** The sign base area shall be located in an irrigated landscaped planting area.

D. Hospital Signs. The City Council finds that special allowance for off-site hospital signs are necessary to facilitate wayfinding to a hospital in case of an emergency and to protect the public health, safety, and welfare. Two types of off-site hospital signs are permitted: freeway-oriented hospital signs and hospital directional signs.

1. Off-Site Freeway-Oriented Hospital Signs.

- a. **Location:** Signs must be located within 100 feet of the Highway 101 right-of-way and within 500 feet the closest highway off-ramp closest to the hospital.
- b. **Maximum Number:** one sign per hospital.
- c. **Maximum Height:** 15 feet.
- d. **Maximum Area:** 425 sq. ft.

2. Off-Site Hospital Directional Signs.

- a. **Maximum Number:** As necessary to provide adequate wayfinding to the hospital as determined by the Community Development Director.
- b. **Maximum Height:** 6 feet.
- c. **Maximum Area:** 15 sq. ft.

3. Permit Required. Off-Site Freeway-Oriented Hospital Signs and Off-Site Hospital Directional signs require Planning Commission approval of a Sign Permit.

E. Marque Signs.

1. **Maximum Number:** 1 per use.
2. **Maximum Height:** 35 feet.
3. **Maximum Area:** 500 square feet total for all sign faces.
4. **Use Restriction:** Limited to theatres, auditoriums, and indoor amusement/entertainment facilities.
5. **Maximum Projection from Building Wall:** 12 feet.
6. **Minimum Vertical Clearance:** 8 feet.

7. **Placement:** Sign shall be affixed to a building wall directly above the primary public entrance of the use.
8. **Animation:** Flashing or chase lights only.

F. Monument Signs.

1. **Maximum Number:** 1 per street frontage or 1 per vehicle access point from street, whichever is greater
2. **Maximum Height:** 8 feet.
3. **Maximum Area:** 0.5 square foot per lineal foot of property street frontage up to 50 square feet.
4. **Setbacks:** 6 feet minimum from vehicle access ways and 3 feet minimum from property lines.
5. **Minimum Separation:** Monument signs shall be separated a minimum of 75 feet from monument signs on abutting properties and 100 feet from monument signs on the same property.
6. **Landscaping:** The sign base area shall be located in an irrigated landscaped planting area.

G. Off-Site Monument Signs.

1. **Permit Required:** The Planning Commission may allow an off-site monument sign consistent with this section with the approval of a Sign Permit.
2. **Findings for Approval:** The Planning Commission may approve a Sign Permit an off-site monument sign upon making all of the following findings:
 - a. The site is geographically located such that the business has limited visibility from an arterial road.
 - b. The proposed off-site signage is necessary and appropriate to allow the business to be competitive with other businesses of a similar nature located elsewhere.
 - c. The proposed off-site signage will not have a significant adverse effect on the character and integrity of the surrounding area.
3. **Standards:** Off-site monument signs shall comply with standards for monument signs in Subsection C (Monument Signs) above.
4. **Additional On-Site Sign Prohibited:** A business that is advertised on an off-site sign may not also be advertised on an on-site monument sign.

H. Off-Site Directional Signs for Community Assembly Uses. City Council finds that community assembly uses have unique needs for communicating their messages due to their frequent location in residential neighborhoods and role as quasi-public uses within the community.

1. **Eligible Uses:** The City may install off-site directional signs for community

assembly uses as defined in Section 18.124.030 (Community Assembly Uses).

2. **Maximum Number:** Two per use.
3. **Location:** Within public right-of-way.
4. **Other Requirements:** Signs shall be installed and maintained by the City at the applicant's expense.

I. Projecting Signs.

1. **Maximum Number:** One per building or tenant space.
2. **Maximum Area:** 8 square feet.
3. **Maximum Projection from Building Wall:** 4 feet.
4. **Signs in a Public Alley:** A sign which projects into a public alley shall be located at least 14 feet above the alley grade and may not project more than 12 inches from the wall to which it is attached.
5. **Minimum Vertical Clearance:** 8 feet.
6. **Minimum Horizontal Clearance:** 2 feet from the street or drive aisle curb.
7. **Placement:** Signs may only be mounted on the wall area below the second floor.

J. Suspended Signs.

1. **Maximum Area:** 5 square feet.
2. **Maximum Projection from Building Wall:** no greater than the structure to which it is attached.
3. **Minimum Vertical Clearance:** 8 feet.
4. **Minimum Horizontal Clearance:** 2 feet from street or drive aisle curb.
5. **Placement:** Sign shall be suspended below a ground-level awning, canopy, or ceiling of an arcade and shall be adjacent to the primary public entrance to the use.

K. Wall Signs.

1. **Maximum Number:** One per building frontage for single-tenant buildings and one per tenant space for multi-tenant buildings.
2. **Maximum Height:** Not to exceed the roof line or parapet of the building wall to which it is attached.
3. **Maximum Area:** For single-tenant buildings, 1.5 square feet per lineal foot of building wall to which it is attached. For multi-tenant buildings, 1.5 square feet per lineal foot of tenant frontage to which it is attached.
4. **Projection from Building Wall:** Not to exceed six inches.
5. **Placement:** Sign shall be attached to the building wall of the use associated with the sign. For multi-tenant buildings, sign shall be affixed to the portion of the wall where the business is located.

L. Window Signs.

1. **Maximum Area:** 25 percent of window to which it is attached.
2. **Placement:** Permitted only on ground floor windows.
3. **Transparency:** A minimum of 75 percent of the total window area for a use shall be transparent and free of signage features. Any sign attached to a window, within two feet of a window, or attached to a display located within two feet of a window is considered a window sign.

18.88.110 – Master Sign Program

- A. Purpose.** The purpose of the Master Sign Program is to provide a coordinated approach to signage for multi-family development and multi-tenant commercial developments.
- B. Applicability.** A Master Sign Program is required for:
 1. Multi-family uses with more than one permanent sign proposed;
 2. Any non-residential development with four or more tenants; and/or
 3. Any building containing more than one business or tenant in the Downtown Specific Plan overlay zone.
- C. Permit Required.** A Master Sign Program requires Planning Commission approval of a Sign Permit.
- D. Applications.** Applications shall be filed with the Development Services Department on the appropriate City forms, together with all the necessary fees, deposits, exhibits, maps, and other information required by the Department to clearly and accurately describe the proposed Master Sign Program.
- E. Master Sign Program Contents.** All Master Sign Programs shall identify the materials, color, size, type, placement and general design of signs located on a project or property.
- F. Design Standards.**
 1. Master Sign Programs shall feature a unified and coordinated approach to the materials, color, size, type, placement and general design of signs proposed for a project or property. Master Sign Programs may allow for variety in the design of individual signs provided that the signs contribute to a consistent visual theme within the property.
 2. A Master Sign Program may deviate from standards contained in this chapter relating to permitted sign height, number of signs, sign area, and type of sign. A Master Sign Program may not allow a prohibited signs as identified in Section 17.80.060 (Prohibited Signs).
- G. Effect of Master Sign Program.**
 1. All subsequent signs proposed for a development or property subject to an

approved Master Sign Program shall comply with the standards and specifications included in the Master Sign Program.

2. Signs consistent with an approved Master Sign Program are allowed with an Administrative Sign Permit.
3. Approval of a Master Sign Program shall supersede the regulations of this chapter. Any aspect of the proposed signs not addressed by the Master Sign Program shall be in compliance with this chapter.

18.88.120 – Temporary Signs

A. Residential Zoning Districts. Temporary signs in residential zoning districts shall comply with the standards in Table 18.88-1.

TABLE 18.88-1: TEMPORARY RESIDENTIAL SIGN STANDARDS

	Type of Temporary Sign	
	Window, Wall, Freestanding, and Post Signs	Site Signs
Number of Signs	No max.	1 per property frontage; 2 max.
Area Per Sign	6 sq. ft. max.	32 sq. ft. max.
Area for All Signs Combined	24 sq. ft. max. per parcel	64 sq. ft. max. per site
Sign Height	6 ft. max.	8 ft. max. sign face, 12 ft. max. total
Setback from Property Line	No min. setback	5 ft. min.
Illumination	Not permitted	
Duration	See 18.88.130.C	
Other Requirements	-	Allowed only on sites with residential uses under construction or not yet occupied.

B. Non-Residential Zoning Districts. Temporary Signs in non-residential zoning districts shall comply with the standards in Table 18.88-2.

TABLE 18.88-2: TEMPORARY NON-RESIDENTIAL SIGN STANDARDS

	Type of Sign				
	Wall	Freestanding	Banner	Window	Site
Number of Signs	No max.	1 max. per property		No max.	1 per property frontage; 2 max.
Area Per Sign	32 sq. ft.			25% of window area	32 sq. ft.
Area for All Signs Combined	1.0 per lineal property frontage				64 sq. ft. per site
Sign Height	8 ft.		No max.		8 ft. sign face, 12 ft. total
Setback from Property Line	No min. setback				5 ft. min.
Illumination	Not permitted				
Duration	See Section 18.88.120.C				
Other Requirements	-				Allowed only on sites with uses under construction or not yet occupied.

C. Duration. Temporary signs in all zoning districts shall be removed the earliest of when:

1. A commercial message is obsolete and has become misleading (e.g., a "for lease" or "for sale" sign in front of a building that is leased or sold);
2. The sign falls into disrepair; or
3. The sign has been displayed for the maximum number of days shown in Table 18.88-3.

TABLE 18.88-3: TEMPORARY SIGN DURATION STANDARDS

Sign Type and Material	Maximum Duration
Wall, Freestanding, Banner, and Window Signs	
Paper or cardboard sign face	3 days
Laminated paper; plastic lined polyethylene bags and comparable materials	30 days
Wood, corrugated plastic, metal, or vinyl sign face	3 months
Post Signs	
Wood, corrugated plastic, or metal sign face and finished wood or metal structure	9 months
Site Signs	
Vinyl sign face	1 month
Corrugated plastic sign face	6 months
Wood or metal sign face	1 year

D. Temporary Off-Site Directional Signs. The City Council finds that due to the existing configuration of streets and general development pattern there is a need to enhance wayfinding to large new development projects in Morgan Hill. As such, the City may allow temporary off-site directional signs within the public right-of-way as described below.

1. **When Allowed.** Temporary off-site directional signs are allowed to provide enhanced wayfinding to any development project under construction or not yet occupied on a site of 2 acres or more.
2. **Location.** Temporary off-site directional signs may be located within park strips between the curb and sidewalk or behind the sidewalk within the public right-of-way.
3. **Permit Required.**
 - a. Installation of temporary off-site directional signs requires the approval of a Temporary Use Permit in accordance with Section 18.92.150 (Temporary Uses and Structures).
 - b. Applications for temporary off-site directional signs shall show the proposed location of signs in addition to all required fees, information, and materials as specified by the Development Services Department.
 - c. Temporary Use Permits shall be valid for one year and may extended in accordance with Section 18.104.210 (Time Limits and Extensions).
 - d. The City may revoke the Temporary Use Permit at any time if the signs threaten the public health, safety, and welfare.
4. **Number and Size of Signs.**
 - a. A maximum of 30 off-site directional signs are permitted per project.
 - b. Each sign may have an area of no more than 4 square feet per side and a height of no more than 4 feet.
5. **Sign Material and Design.**
 - a. Signs shall be constructed of flexible and weatherproof plastic or reinforced paper material that is permanently attached to a plastic or wooden stake. The top of the stake shall be flat or rounded and shall not be pointed.
 - b. Signs may not be illuminated, inflatable or have moving parts.
 - c. Signs may not include balloons, streamers, ribbons or other similar devices designed to move in the wind.
 - d. Signs may not resemble traffic-control signs or devices.
6. **Display Hours.**
 - a. Signs may be displayed in the period from five p.m. on Friday to no more than four hours after sunset on Sunday, and from five p.m. on the day prior to a holiday to no more than four hours after sunset on the day of the holiday.

- b. Stakes and cable ties must be removed when the signs are removed.

7. Sign Attachment.

- a. Signs shall be securely positioned and shall be either:
 - (1) Staked into the ground, or
 - (2) Attached to poles or posts by means of at least two plastic strips that are a minimum of one-quarter-inch wide (commonly known as "cable ties"), provided that no sign may be attached to any utility pole, traffic signal light post or to any pole or post displaying a traffic sign, motorist call box or historical marker as provided in Section 21464(a) of the California Vehicle Code. Where placement on a pole is allowed, a maximum of one directional sign may be installed. Cable ties must be sufficiently spaced to insure that the support stake is mounted parallel to the pole or post.
- b. Signs may not be attached in any manner to trees, utility poles, utility cabinets, street or traffic signs, benches, hydrants, mailboxes, traffic signal light post, or any pole or post displaying a traffic sign, motorist call box or historical marker.

8. Sign Location.

- a. Sign must be separated by at least 500 feet when on the same roadway, except that two signs on the same roadway may be located within 50 feet of an intersection if the signs are directing traffic to turn at the intersection.
- b. Signs must be setback at least 25 feet from a temporary park strip sign for a different development project.
- c. Signs may not be located:
 - (1) Within 18 inches of a curb where parking is allowed;
 - (2) In any bus stop zone;
 - (3) So that any part of the sign extends into any bus stop zone or sidewalk area;
 - (4) Within 20 feet of a driveway or curb cut access ramp;
 - (5) On medians, street barricades or on any structure located within the unimproved portions of the public right-of-way which exists beyond any face of curb or future curb line;
 - (6) Within 20 feet of any traffic-control sign or device installed by a public agency;
 - (7) Along any state or county right-of-way; or
 - (8) Within the Downtown Specific Plan overlay zone.

9. Property Owner Consent.

- a. Signs may be placed on a park strip or behind the sidewalk only with the consent

of the property owner and/or occupant of the parcel adjacent to the park strip or sidewalk where the sign is placed.

- b. The property owner and/or occupant of the parcel adjacent to the park strip or sidewalk where the sign is placed may remove signs at any time.
- 10. **Insurance.** The applicant shall name the City as an additional insured in coverage amounts and types as required by the City risk manager.
- 11. **Indemnification.** The applicant shall agree to defend, indemnify, and hold harmless the City and its officers, officials, agents, and employees from and against any and all liability, claims, demands, actions, losses, damages, injuries arising out of or in connection with the temporary park strip signs.
- 12. **Removal.** The applicant shall agree to compensate the City to remove the signs if necessary for maintenance activities or to protect the public health, safety, and welfare.

18.88.130 – Nonconforming Signs

This section applies to all legally-established signs that do not conform to current requirements in this chapter.

- A. **Continuation.** A nonconforming sign may continue its use as a sign if it was legally established in compliance with all applicable regulations in effect at the time it was established. It is the applicant's responsibility to demonstrate that the sign was legally established.
- B. **Allowed Changes.**
 - 1. Changes to sign copy/face and repainting of legal nonconforming signs is permitted as long as there is no alteration to the physical structure or support elements of the sign.
 - 2. A legal-nonconforming sign that sustains less than 50-percent damage to its structure may be repaired to its original pre-damaged condition, provided that such repair is completed within 180 days after the date of the damage.
- C. **Required Compliance.** A legal nonconforming sign shall be removed or brought into compliance with this chapter in the following situations:
 - 1. The use advertised by the sign has ceased to function for a period of 90 days or more.
 - 2. The sign has sustained at least 50-percent damage to its structure.
 - 3. The sign is located on a remodeled building façade.
 - 4. The sign is relocated to a different lot or building.

18.88.140 –Violations and Enforcement

- A. Illegal Signs.** It is unlawful for any person to install, place, construct, repair, maintain, alter or move a sign in a manner that does not comply with the requirements of this chapter.
- B. Enforcement - General.** The City shall enforce the requirements of this chapter and undertake legal action to correct violations in accordance with Chapter 18.120 (Enforcement) and Municipal Code Title 1 (General Provisions).
- C. Removal of Hazardous and Illegal Signs.**
1. The City may immediately remove or cause the removal of any sign that places the public in immediate peril or that is located within the public right-of-way.
 2. For illegal signs that do not place the public in immediate peril and are located on private property, the City shall serve the business owner or person responsible for the sign a written certified notice that:
 - a. Describes the physical characteristics of the subject sign.
 - b. Explains the nature of the violation.
 - c. States that the sign shall be removed or brought into compliance with this article within 30 days after the notice is received.
 - d. States that the City may remove the sign if the business owner or person responsible for sign does not correct the violation within 30 days after the notice is received.
 - e. States that the City may destroy the illegal sign if it is not retrieved within 30 days after removal by the City.
 - f. States that the business owner shall be responsible for all costs associated with the removal, storage, and destruction of the sign.
 3. If an illegal sign is not removed or brought into compliance within 30 days after a notice is received, the City may issue a citation to the business owner or person responsible for the sign as provided in Chapter 18.120 (Enforcement) and Municipal Code Title 1 (General Provisions) and may remove or cause the removal of the sign.
 4. Any accessory structures, foundations, or mounting materials which are unsightly or a danger to the public health, safety, and welfare shall be removed at the time of the sign removal.
- D.** A sign removed by the City shall be stored for a minimum of 30 days. If the sign is not retrieved by the business owner or person responsible for the sign within this 30-day period, the City may destroy the sign.

Chapter 18.92 – SUPPLEMENTAL STANDARDS

Sections:

- 18.92.010 – Purpose
- 18.92.020 – Adult Businesses
- 18.92.030 – Convenience Markets
- 18.92.040 – Drive-Through Facilities
- 18.92.050 – Emergency Shelters
- 18.92.060 – Home Occupations
- 18.92.070 – Interim Uses in the MU-D and MU-F Zoning Districts
- 18.92.080 – Intersection Sight Distance
- 18.92.090 – Medical Marijuana
- 18.92.100 – Mini-Storage
- 18.92.110 – Natural Resource and Hazard Setbacks
- 18.92.120 – Outdoor Sales and Displays
- 18.92.130 – Residential Transition Standards
- 18.92.140 – Rooftop Solar Energy Systems
- 18.92.150 – Temporary Uses and Structures

18.92.010 – Purpose

This chapter establishes supplemental standards that apply to specific land uses and development in all zoning districts.

18.92.020 – Adult Businesses

- A. Purpose and Applicability.** This section establishes standards for the location, approval, and operation of adult businesses as defined in Subsection C (Definitions) below.
- B. Exceptions.** The following types of businesses are exempt from the requirements of this section:
 1. **Therapeutic or Holistic Massage.** Massage which is conducted by doctors, nurses, osteopaths or chiropractors, teachers, barbers, beauticians or by massage practitioners or employees as licensed by or otherwise exempted under Municipal Coder Chapter 5.32 (Massage Establishments).
 2. **Medical or Psychological Therapies.** The medical or psychological therapeutic activities of state-licensed doctors, psychologists, psychiatrists or marital or sexual therapists are exempt.
 3. **Modeling or Theatrical Performances.** Nude modeling done at infrequent intervals in connection with a college or art school, accredited by a nationally

recognized accreditation organization, for students who have enrolled on a semester or quarterly basis with tuition is exempt. Occasional theatrical performances, either live or in motion picture theaters, in which nudity is incidental to the content of the presentation, are exempt.

4. **Incidental Sale or Rental of Merchandise.** Businesses which incidentally sell or rent adult merchandise, involving less than twenty percent of the floor space of the establishment or less than twenty percent of the net receipts, whichever is greater, are exempt, providing that all other laws on obscenity and indecent behavior are complied with.
5. **Private Noncommercial Behavior.** This title does not regulate the private behavior of adults, which is otherwise permitted by law, where there is no payment, gratuity, exchange of labor or goods, or other consideration of a transaction.

C. Definitions.

1. **Adult Business.** "Adult business" means a business which includes any of the following:
 - a. Sells or rents items related to specified anatomical areas or specified sexual activities for over 20 percent of the year, and which items represent over 20 percent of the inventory or stock in trade or titles offered or floor space and/or over 20 percent of the net receipts of the business, whichever is greater.
 - b. Depicts or projects still or moving photographs related to specified anatomical areas or specified sexual activities for over 20 percent of the year, which depiction or projection represents over 20 percent of the net receipts of the business.
 - c. Provides live entertainment, massage or other service to patrons, regardless of percentage of net receipts or other measurement of share of the overall business, which is related to specified anatomical areas or specified sexual activities.
 - d. "Adult businesses" include but are not limited to: adult bookstores, adult video stores, adult novelty stores, adult arcades, adult motels, adult theaters, adult entertainment enterprises, adult cabarets, escort agencies, massage parlors, nude modeling studios; or places which engage in or allow couch dancing, topless dancing, nude or semi-nude mud wrestling or similar businesses.
2. **Specified Anatomical Areas.** "Specified anatomical areas" means and includes any of the following:
 - a. Less than completely and opaquely covered human genitals, pubic region, anus or female breasts below a point immediately above the top of the areolae; or
 - b. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

3. **Specified Sexual Activities.** “Specified sexual activities” means any of the following:
- a. The fondling or other intentional touching of human genitals, pubic region, buttocks, anus or female breasts; or
 - b. Sex acts, actual or simulated, including intercourse, oral copulation or sodomy; or
 - c. Masturbation, actual or simulated;
 - d. Human genitals in a state of sexual stimulation, arousal or tumescence; or
 - e. Excretory functions as part of or in connection with any of the activities set forth in this section.

D. Standards. All adult businesses shall comply with the following standards:

1. **Location.**

- a. An adult business may be located no less than 500 feet from a sensitive use or area.
- b. A sensitive use or area means any one the following:
 - (1) A religious institution, on land leased or owned by any church, synagogue, mosque, temple or any school or meeting hall operated by such institution.
 - (2) A public or private elementary, junior high or high school, preschool or child day care center.
 - (3) A public park on which recreation games may be played, including lawn and parking areas, but excluding natural open space on slopes exceeding 20 percent.
 - (4) A public assembly or public use civic building, including City Hall, the library and the post office, but excluding police and fire stations.
 - (5) An area developed with or shown on the General Plan Land Use Map for future residential development.
 - (6) A hospital except a veterinary hospital.
 - (7) A freeway or arterial street identified in the General Plan and which residential and visitor traffic uses to access other sensitive areas.

2. **Required Police Reports.**

- a. All adult businesses shall receive and maintain approval a police permit pursuant to Municipal Code Section 5.60.010 (Police Permits).
- b. Adult businesses shall cease and desist operations within 48 hours of the City’s denial or revocation of a police permit.

3. **Operational Standards.** Adult businesses shall comply with all standards in Municipal Code Section 5.60.020 (Operational Standards).

18.92.030 – Convenience Markets

A. Purpose. This section establishes standards for convenience markets in order to:

1. Ensure the compatibility of convenience markets with neighboring commercial and residential land uses;
2. Minimize potential negative impacts from convenience markets on adjacent land uses; and
3. Require new convenience markets to incorporate crime prevention measures to protect the public health, safety, and welfare.

B. Separation Between Convenience Markets.

1. A new convenience market shall be located a minimum of 1,000 feet from an existing or approved convenience market except as allowed by Paragraph 2 below. The distance between convenience markets shall be measured as the straight-line distance between the exterior walls of the market structures.
2. The City may allow exceptions to the separation requirement in Paragraph 1 above for:
 - a. One convenience market (regardless of size) on property adjacent to the interchange of Highway 101 and Dunne Avenue, Tennant Avenue, and Cochrane Road; and
 - b. Convenience markets with 300 hundred square feet or less of area devoted to sales and display.

C. Separation from Schools. A new convenience market shall be located a minimum of 1,000 feet from the boundary of an existing school or a proposed school site as designated by the Morgan Hill Unified School District.

D. Restrooms and Automotive Services. Convenience markets which also sell automotive fuels shall provide the following additional services without charge:

1. One restroom for women and one restroom for men available to customers and employees. If restroom entrances open directly to the outside of the building, the restroom entrances shall be screened from public view.
2. Hoses conveying air and water for the service of automotive vehicles available for public uses in locations approved by the Development Services Department.

E. Loiter Control.

1. Public pay telephones on an exterior wall of the convenience market or anywhere on the site shall not allow incoming calls. Public telephones allowing incoming calls are allowed within the building interior.

2. Video games may not be installed or operated on the premises of the convenience market.
3. The Police Department may require additional loiter control measures as conditions of approval for the convenience market Conditional Use Permit.

F. Crime Prevention Measures.

1. The exterior of the convenience market shall be illuminated during all hours of darkness during which the market is open for business. Exterior illumination shall allow law enforcement personnel to easily identify persons within front entry areas, adjacent public sidewalks, parking areas, throughways, and alleys under control by the convenience market. Illumination shall be located and designed to minimize interference with the quiet enjoyment of nearby residential properties.
2. Commercial alarm systems and video security cameras shall be installed and maintained within the building to the specifications of the Police Department as required by the Conditional Use Permit.
3. The Police Department may require additional crime prevention measures as conditions of approval for the convenience market Conditional Use Permit.
4. Persons under the age of 18 who are employed in a capacity which allows for selling of alcoholic beverages must be under the continual supervision of a person 21 years of age or older.

G. Concurrent Sale of Alcoholic Beverages and Automotive Fuels. If concurrent sale of alcoholic beverages and automotive fuels are proposed in conjunction with the convenience market use, the following additional requirements shall apply as specified in Section 23790.5 of the Business and Professions Code:

1. No alcoholic beverages shall be displayed within 10 feet of the cash register or front door unless located within a permanently affixed cooler.
2. No display or sale of alcoholic beverages shall be made from an ice tub.
3. No alcoholic beverage advertising shall be located on fuel pump islands and no advertising for alcoholic beverages shall be located on buildings or windows.
4. Employees on duty between the hours of ten p.m. and two a.m. who sell beer or wine shall be at least 21 years of age.

18.92.040 – Drive-Through Facilities

- A. Purpose.** This section establishes standards for drive-through facilities to ensure adequate circulation of vehicles entering and exiting the facility and to protect pedestrian safety within the vicinity of the facility.
- B. Drive-Through Lane Capacity.** Drive-through lanes for fast food restaurants shall have a capacity for at least eight vehicles, at 20 feet per vehicle. Drive-through lane capacity for other types of drive-through establishment uses will be determined by the

Planning Commission through the Conditional Use Permit process based on appropriate traffic engineering criteria and addressing the following issues:

1. Nature of the product or services being offered;
2. Method by which the order is processed;
3. Time required to serve a typical customer;
4. Arrival rate of customers; and
5. Peak demand hours.

C. Drive-Through Lane Separation. Drive-through lanes shall be separate from the circulation lanes necessary for entering and exiting the property and providing access to parking.

D. Pedestrian Access. Pedestrian access routes shall not cross a drive-through lane within the minimum stacking space distance as provided under subsection A above.

E. Drive-Through Lane Setback from Intersection. Vehicular entrance or exit to a drive-through establishment shall be setback from the nearest public street intersection as shown in Table 18.92-1:

TABLE 18.92-1: DRIVE-THROUGH LANE SETBACK FROM INTERSECTION

Access Street Signed Speed	Clear Distance from Adjacent Public Street Intersection	
	With Median Opening	Without Median Opening
25	105 ft.	55 ft.
30	125 ft.	65 ft.
35	150 ft.	75 ft.
40	185 ft.	95 ft.
45	230 ft.	115 ft.
50	285 ft.	145 ft.
55	350 ft.	175 ft.

18.92.050 – Emergency Shelters

- A. Purpose.** The purpose of this section is to comply with State Government Code Section 65583(a)(4), which requires that emergency shelters be permitted by-right in at least one zone with sufficient capacity to accommodate the local need for emergency shelter.
- B. Applicability.** Standards for emergency shelters contained in this section apply to all emergency shelters where permitted by this title.

C. Minimum Performance Standards.

1. The number of beds shall be limited to 30.
2. Parking requirements shall be either one space per 300 square feet of habitable floor area, or sufficient to serve the parking demand determined in a study prepared by the applicant and approved by the Development Services Department.
3. The size of outdoor waiting areas shall be sufficient to accommodate the expected number of clients without infringing upon the public right-of-way.
4. On-site management shall be provided during the hours that the emergency shelter is in operation.
5. An emergency shelter shall be located at least 300 feet from other emergency shelters.
6. The length of stay at any emergency shelter shall not exceed 90 days, unless the management plan provides for longer residency by those enrolled and regularly participating in a training or rehabilitation program.
7. Exterior lighting of the property shall be designed to provide a minimum maintained horizontal illumination of at least one foot candle of light on parking surfaces and walkways that serve the facility.
8. Security shall be provided during the hours that the emergency shelter is in operation.

18.92.060 – Home Occupations

A. Purpose. This section establishes standards for home occupations and cottage food operations to allow residents to conduct business and employment activities in their home in a manner compatible with a residential setting.

B. Permit Required.

1. A Zoning Clearance is required for all home occupations.
2. A Zoning Clearance for a home occupation is valid only for the original permit holder and may not be transferred to a new resident in the dwelling unit who replaces the original permit holder.

C. Business License. All persons conducting a home occupation shall obtain a Morgan Hill business license and pay the required license tax in accordance with Municipal Code Chapter 5.04 (Business Taxes, Licenses, and Regulations).

D. Standards. All home occupations shall comply with the following standards:

1. **Size.** Home occupations may not occupy more than 25 percent of the floor area of the dwelling unit or 400 square feet, whichever is less.
2. **Employees.** Employees of a home occupation shall be limited to the persons residing in the dwelling unit. The Planning Commission may allow a home

occupation with up to two employees not residing in the dwelling unit with the approval of a Conditional Use Permit.

3. **Outdoor Storage Prohibited.** Goods, equipment, and materials associated with a home occupation shall be stored within an enclosed structure or in a manner that is not visible from the property line.
 4. **Hazardous Materials Prohibited.** The storage of flammable, combustible, or explosive materials is prohibited.
 5. **Performance Standards.** Home occupations shall not generate dust, odors, noise, vibration, or electrical interference or fluctuation that is perceptible beyond the property line.
 6. **Residential Appearance.** The appearance of the dwelling shall not be altered, nor shall the home occupation be conducted in such a manner that it may be reasonably recognized as serving a nonresidential use, either by color, materials, construction, lighting, signs, sounds, odors, or vibrations.
 7. **On-Site Client Contact.** No more than one client/customer at the property at one time. Customer or client visits are limited to three per day, or six per day for personal instruction services (e.g., musical instruction or training, art lessons, academic tutoring).
 8. **Signs.** Signs or displays used to identify the home occupation are prohibited.
 9. **Licenses and Registrations.** Persons conducting home occupation shall obtain all applicable licenses and registrations required by local, state, and federal law.
 10. **Vehicle Traffic.** Home occupations may not generate more than 20 vehicle trips per day. A round trip to and from the residence is one vehicle trip and multiple trips by the same vehicle shall count towards the maximum amount. Vehicle trips include trips by customers, vendors, delivery services or any other vehicle associated with the home occupation. A home occupation that requires marketing meetings or gatherings may exceed the maximum vehicle trips on two occasions per month.
 11. **Business Vehicles.** No more than two vehicles used in the operation of the home occupation may be kept, garaged or parked on the property associated with the home occupation or any adjacent residentially zoned area.
 12. **Nonresident Employee Vehicles.** Nonresident employee vehicles associated with the home occupation may not be kept, garaged or parked on the property or any adjacent residentially zoned area.
- E. Cottage Food Operations.** Cottage food operations (CFO) as defined in Assembly Bill No. 1616 - Chapter 415, Chapter 6.1 Section 51035 to Part 1 of Division 1 of Title 5 of the Government Code is a permitted home occupation subject to the following requirements:

1. The cottage food operation shall comply with Chapter 18.76 (Performance Standards).
2. The use of any commercial equipment as listed in the California Mechanical Code is prohibited.
3. The cottage food operation shall comply with California Department of Public Health regulations, including:
 - a. Cottage food operations overview;
 - b. Registration and permit requirements; and
 - c. Approved cottage foods list.
4. All cottage food operations shall be registered or permitted by Santa Clara County Department of Environmental Health before commencing business.
 - a. "Class A" cottage food operations must submit a completed self-certification checklist approved by the local environmental health agency when they submit their registration application.
 - b. "Class B" operations must submit a permit application and be inspected prior to obtaining a permit from the local environmental health agency.
5. The cottage food operation must provide the City with a copy of approved County registration application before a business license or Zoning Clearance will be issued.

F. Prohibited Home Occupations. The following uses are prohibited as home occupations:

1. Medical offices and clinics.
2. Schools.
3. Animal boarding.
4. Restaurants.
5. Retail involving on-site sales.
6. Vehicle-related uses, including vehicle repair and maintenance and vehicle washing
7. Construction and material yards.
8. Other similar uses as determined by the Community Development Director.

G. Violations and Enforcement. The Zoning Clearance for a home occupation that violates any of the standards in Subsection D (Standards) above may be revoked in accordance with Chapter 18.120 (Enforcement) and the City may abate the violation according to the procedures in Municipal Code Chapter 1.18 (Administrative Citations and Fines).

18.92.070 – Interim Uses in the MU-D and MU-F Zoning Districts

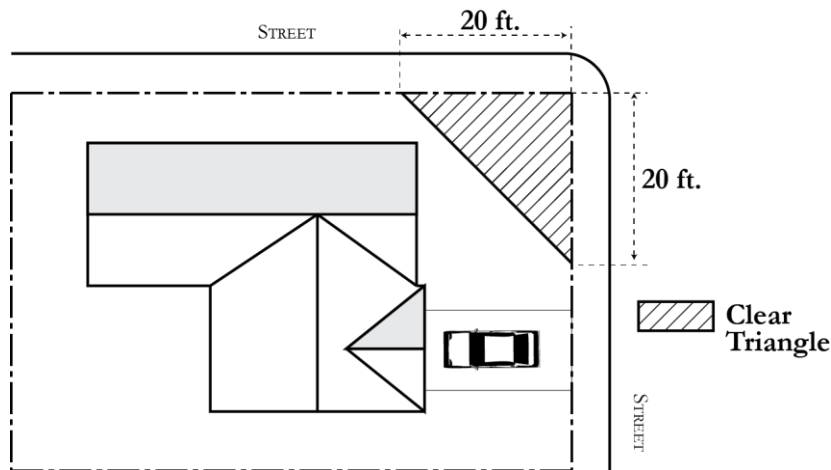
- A. Purpose.** This section establishes a process to allow interim non-profit uses in the Downtown Mixed Use (MU-D) and Mixed Use Flex (MU-F) zoning districts to defer on-site improvements.
- B. Permit Required.** Eligible uses which defer of on-site improvements as allowed by this section require Planning Commission approval of a Conditional Use Permit.
- C. Eligible Interim Uses.** Non-profit entities that engage in uses permitted or conditionally permitted in the MU-D and MU-F zoning districts may request a deferment of on-site improvements as allowed by this section.
- D. Improvements Eligible for Deferment.**
 - 1. The City may allow eligible interim uses to defer physical on-site improvements if such deferment would not adversely impact the public health, safety or welfare and would not violate any requirement of state or federal law.
 - 2. Development impact fees may not be deferred or waived under this section.
- E. Application - General.** A Conditional Use Permit application for an interim use shall be submitted and reviewed by the City in accordance with Chapter 18.104 (Common Permit Requirements) and Section 18.108.030 (Conditional Use Permits).
- F. Application Submittal Requirements.** In addition to application materials required by the Development Services Department for the Conditional Use Permit, applications for an interim use shall also contain the following information and materials:
 - 1. A detailed list of required on-site improvements, the estimated cost of each improvement, the improvements requested to be deferred, and the impact on health and safety from the deferral of improvements.
 - 2. Statement of proposed operations, including but not limited to:
 - a. A general overview of services to be provided and staffing;
 - b. The expected time for provision of such services;
 - c. Expected vehicle and pedestrian traffic generated by the operation; and
 - d. The expected use of hazardous materials, if any.
 - 3. A copy of the lease and all attached documents.
 - 4. A plan for exiting the site, including but not limited to:
 - a. A timeline for purchase and/or lease of a permanent site;
 - b. Relocation funding sources; and
 - c. Plans for moving operations to an alternate site, including personnel responsible for administering the move.

5. Other information as required by the Development Services Department to evaluate the application.
- G. Findings.** To approve the interim use, the Planning Commission must make all of the findings for approval in Section 18.108.030 (Conditional Use Permits) plus the following additional findings:
1. The use will not adversely impact nearby property values.
 2. The applicant has submitted a viable exist plan for future relocation to an alternative site.
 3. The use will comply with minimum required on-site safety standards to protect the public health, safety, and welfare.
 4. The use will provide a public benefit to the community.
- H. Performance Bond.** The Planning Commission may require the applicant to submit a performance guarantee in compliance with Section 18.104.190 (Performance Guarantees) to ensure the future restoration and cleanup of the site.
- I. Annual Review.** Within one year of approval and one year thereafter, the permit holder shall provide a written report on the status of the use and plans to relocate to an alternative permanent location. The Community Development Director shall review each written report and verify compliance with the Conditional Use Permit and conditions of approval.
- J. Violations.** The permit holder shall correct any violations of Conditional Use Permit or conditions of approval within 30 days of receiving notice of violation. The City may revoke the Conditional Use Permit in accordance with Section 18.104.240 (Permit Revocation) if the permit holder does not correct the violation.
- K. Permit Duration.** The Conditional Use Permit for the interim use shall expire whenever the non-profit ceases operations, moves from the site, or three years after initial approval, whichever occurs first. Conditional Use Permits for interim uses may not be renewed or extended.

18.92.080 – Intersection Sight Distance

- A. Clear Vision Triangle Required.** In zoning districts which require a front and street side setback for primary structures, all corner parcels shall provide and maintain a clear vision triangle at the intersection of the streets' right-of-way for the purpose of traffic safety.
- B. Clear Vision Triangle Defined.** The intersection clear vision triangle shall be the area formed by measuring 20 feet along two intersecting streets from the point of intersection, and diagonally connecting the ends of the two lines. See Figure 18.92-1.

FIGURE 18-92-1: VISION TRIANGLE



C. Maintenance of Sight Lines.

1. No structure, vehicle, object, or landscaping over 3 feet in height may be placed within a clear vision triangle, except as allowed by subsection 2 below.
2. Trees pruned at least 8 feet above the established grade of the curb so as to provide clear view by motor vehicle drivers are permitted within a clear vision triangle.

18.92.090 – Marijuana

Marijuana cultivation, marijuana delivery, and marijuana distribution facilities, as defined in Chapter 9.16 (Marijuana), are prohibited uses in all zoning districts in the City of Morgan Hill.

18.92.100 – Mini-Storage

A. Purpose. This section establishes standards for mini-storage facilities that apply to all mini-storage facilities where permitted by Part 2 (Zoning Districts and Overlay Zones).

B. Minimum Separation

1. A mini-storage facility established after July 7, 2018 must be located a minimum of 5,000 feet from another mini-storage facility.
2. The distance between two mini-storage facilities shall be measured as the shortest possible straight line connecting each facility's exterior property line.

C. Permitted Storage. Storage shall be limited to "dead storage" only. Dead storage means goods that are not radioactive, explosive, flammable or hazardous materials, that are not living plants or animals, that are not in use and not associated with any commercial use on the premises.

- D. On-Site Supervision.** All mini-storage facilities shall have adequate on-site supervision as determined by the review authority.
- E. Controlled Access.** All mini-storage facilities shall provide controlled access through the use of a security gate that is operated by a passcard system or by a manager.
- F. Caretakers Units.** Caretakers units may be allowed with the approval of a Conditional Use Permit.
- G. Maximum Size – Individual Units.** Individual storage unit may not exceed 600 square feet in area.
- H. Outdoor Vehicle Storage.** Outdoor storage of vehicles including cars, boats, motor homes, travel trailers, motorcycles, all-terrain and off-road vehicles is allowed in designated areas only. Designated areas shall be adequately screened from public view, shall be fenced and secured under lock and key.
- I. Prohibited Activities.**
 - 1. The servicing of equipment or vehicles and the operating of power tools is prohibited.
 - 2. The use of a mini-storage facility for flea markets, commercial storage, transfer business, auctions or sales of any type is prohibited with the exception of on-site auction of unclaimed or confiscated goods from on-site storage lockers no more than three times per year, per facility.
- J. Vehicle Circulation.**
 - 1. The minimum distance between the entrances of drive-up storage units on opposite sides of the same drive aisle way shall be 26 feet.
 - 2. Walk-up indoor storage units which do not open directly onto a drive aisle shall be located within 100 feet of a 26-foot wide drive aisle.
 - 3. The minimum distance between walk-up storage buildings shall be 10 feet.
 - 4. Vehicular access between walk-up buildings shall be prohibited except in cases where a standard 26-foot wide drive aisle is provided between buildings.

18.92.110 – Natural Resource and Hazard Setbacks

All development shall be setback from natural resources and hazards as shown in table 18.92-2.

TABLE 18.92-2: SETBACKS FROM NATURAL RESOURCES AND HAZARDS

Natural Resource/Hazard	Minimum Setback
Ridgeline	80 ft.
Category 2 Stream (water present during wet season only during normal rain years)	35 ft. [1]
Category 1 Stream (water present year-round during normal rain years)	0-30% Slope: 100 ft. (inside USA) / 150 ft. (outside USA) [1] >30% Slope: 150 ft. (inside USA) / 200 ft. (outside USA) [1]
100-year Floodplain	Outside of floodplain unless the development is consistent with the limitations contained in Chapter 15.80

Note:

[1] See Santa Clara Valley Habitat Plan Chapter 6, Section 6.5, Condition 11.

18.92.120 – Outdoor Sales and Displays

- A. Permitted Displays.** A single permanent outdoor display of retail goods that complies with this section is permitted as an accessory use to a primary commercial use in the mixed use, commercial, and industrial zoning districts.
- B. Permits Required.** Approval of a Zoning Clearance is required for a permanent outdoor display consistent with the standards in Subsection D (Standards).
- C. Exceptions to Standards.** The Planning Commission may allow outdoor displays that deviate from the standards in Subsection D below for with approval of a Conditional Use Permit.
- D. Standards.**
 1. **Height.** Displayed items shall not exceed 6 feet in height.
 2. **Size.** Display areas are limited to 6 feet wide or 10 percent of the width of the front building elevation. A display area may extend a maximum of 3 feet from the front building wall.
 3. **Goods Permitted.** Displayed items shall be of the same type that are lawfully displayed and sold inside the building occupied by the primary commercial use. Only the business or entity occupying the building may sell merchandise in an outdoor display area.
 4. **Hours.** Items shall be displayed only during the operating hours of the primary commercial use. Items shall be removed from display and moved into a permanently enclosed structure upon close of business.
 5. **Screening.** If outdoor display areas are proposed as part of a project subject to discretionary review and approval by the City, the review authority may require that display areas be screened from view from neighboring properties with a solid wall, fence, or landscaped berm.

6. **Design Standards.**

- a. Outdoor displays shall be self-supporting, stable, and constructed to withstand wind or contact. The display shall not be permanently affixed to any object, structure or the ground including utility poles, light poles, and trees.
- b. Outdoor displays shall be continuously maintained in a state of order, security, safety and repair. The display surface shall be kept clean, neatly painted, and free of rust, corrosion, protruding tacks, nails and/or wires.

7. **Location.**

- a. All outdoor display area shall be located on the same parcel as the primary commercial use.
- b. Outdoor display areas may not be placed within any permanent landscaped area, required parking space, or loading area.
- c. No items may be displayed within the public right-of-way, including public sidewalks.
- d. Outdoor display areas may not be placed in a location that would cause a safety hazard, obstruct the entrance to a building, encroach upon driveways, or otherwise create hazards for pedestrian or vehicle traffic.

18.92.130 – Residential Transition Standards

A. Purpose. This section establishes increased setback, height, and landscaping standards for non-residential land uses that abut residential properties.

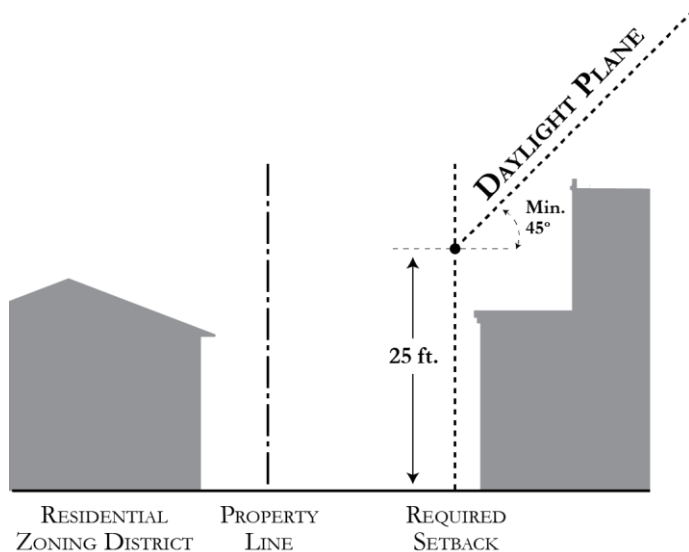
B. Applicability. The standards in this section apply to all properties in a mixed use, commercial, or industrial zoning district that abut a residential zoning district or land use.

A. Standards.

1. **Setbacks.** The minimum setback from the residential property line shall be 15 feet for interior side yards, 20 feet for rear yards, and 20 feet for any property line abutting a residential rear yard.
2. **Daylight Plane.** No structure shall extend above or beyond a daylight plane having a height of 25 feet at the minimum required setback from the residential property line and extending into the parcel at an angle of 45 degrees. See Figure 18.92-2.
3. **Landscaping.** A landscaped planting area, extending a minimum of 10 feet from the property line, shall be provided along all residential property lines. A tree screen shall be planted in this area with trees planted at a maximum interval of 15 feet. The Planning Commission may allow a greater interval distance for tree species that will provide an adequate buffer and visual screen at maturity.

4. **Loading.** Loading and unloading shall be designed to have the least amount of impact on neighboring residential uses. When feasible, loading and unloading provided from the commercial frontage rather than from areas adjacent residential uses.

FIGURE 18.90-2: RESIDENTIAL TRANSITIONS – DAYLIGHT PLANE



18.92.140 – Rooftop Solar Energy Systems

- A. **Required Permits.** Rooftop solar energy systems are a permitted use in all zoning districts. No permit or approval other than a building permit is required.
- B. **Height Exceptions.** Rooftop solar energy systems may project up to four feet above the maximum permitted structure height in the applicable zoning district.
- C. **Building Permit Review and Approval – Rooftop Systems.** Building permit applications for rooftop solar energy systems shall be reviewed and approved in compliance with Government Code Section 65850.5. Applications shall be submitted using the City's standard building permit application form.

18.92.150 – Temporary Uses and Structures

- A. **Purpose.** This section establishes requirements for the establishment and operation of temporary uses and structures. These requirements allow for temporary uses and structures in Morgan Hill while limiting impacts on neighboring properties and the general public.
- B. **Temporary Uses Allowed By-Right.** The following temporary uses are permitted by right. No permits or approvals from the Development Services Department are required.

1. **Garage Sales.** Garage sales for individual residences limited to three, one- to two-day events per calendar year. One block or neighborhood sale per calendar year is allowed in addition to individual sales.
 2. **Storage Containers.** Storage containers delivered to a home, loaded by residents, and delivered to another location, for a maximum of two weeks on private property. Storage containers on a residential property for more than two weeks may be approved by the Community Development Director with a Temporary Use Permit.
 3. **Outdoor Fund Raising Events.** Outdoor fund raising events on commercial sites when sponsored by a non-profit organization directly engaged in civic or charitable efforts. Outdoor fund raising events with property owner permission are limited to two days each month for each sponsoring organization.
 4. **Construction Trailers.** A trailer or modular unit on an active construction site in a non-residential zone limited to an 18-month period, subject to the following requirements:
 - a. The trailer or modular unit may be used for security personnel, storage, office, residence of the property owner, or other similar temporary use.
 - b. The trailer or modular unit may be installed only after issuance of a Building Permit.
 - c. Trailers or modular units may not exceed a maximum size of 650 square feet and shall be placed on the site in compliance with the setback requirements of the applicable zone.
- C. Temporary Uses Requiring a Temporary Use Permit.** A Temporary Use Permit is required for the following temporary uses.
1. **Parking Lot/Sidewalk Sales.** Parking lot/sidewalk sales limited to seven days in any 180-day period, subject to the following requirements:
 - a. The business or entity conducting a parking lot/sidewalk sale shall obtain a Morgan Hill business license at least 14 days prior to the start of the sale.
 - b. Prior to issuance of a Temporary Use Permit, an application for a temporary seller's permit shall be filed with the State of California Board of Equalization stating that the sales will occur in Morgan Hill.
 - c. Prior to issuance of a Temporary Use Permit, the applicant shall provide a cash deposit to the Development Services Department in an amount necessary to ensure the parking lot is returned to a clean and debris-free state.
 2. **Arts and Crafts Shows.** Arts and Crafts shows limited to seven days within any 180-day period

3. **Holiday Sales.** Holiday sales (e.g., Christmas trees, pumpkins) for a maximum of 45 calendar days, no more than four times per year on a single property. Seasonal sales are prohibited on residentially zoned property.
 4. **Seasonal Sale of Agricultural Goods.** Seasonal sale of agricultural goods limited to 90 days per calendar year, not to exceed 30 consecutive days.
 5. **Traveling Amusements.** Traveling amusements (e.g., carnivals, rodeos) limited to 15 consecutive days or three weekends in any 180-day period, subject to the following requirements:
 - a. Traveling amusement uses shall be setback a minimum of 100 feet from any residential zone or use.
 - b. Rest room facilities shall be provided.
 - c. All lighting shall be directed away from adjacent properties and public rights-of-way.
 - d. Noise attenuation for generators and carnival rides shall be provided to the satisfaction of the Community Development Director.
 6. **Sales or Leasing Offices.** Leasing offices for commercial and industrial projects for a two-year period or thirty days after the final sale or lease, whichever comes first, subject to the following requirements:
 - a. The sales or leasing office shall be located in a trailer or tenant space. The sales or leasing office may be used only for sales or leasing activities for the project where the office is located. All other uses are prohibited.
 - b. Street improvements and temporary off-street parking at a rate of four spaces per office shall be installed prior to the start of sales or leasing activities.
 - c. A cash deposit of \$1,000 shall be posted for sales or leasing offices. The office and all related improvements shall be removed within 30 days of the final sale or lease.
 - d. Flags or banners in conjunction with the sales or leasing office are prohibited.
 7. **Promotional Sales.** Promotional sales and retail sales of items not typically sold from premises limited to 24 days per calendar year. Such uses must locate upon developed commercial property with approval of property owner.
 8. **Other Similar Activities.** Similar temporary activities determined by the Community Development Director to be compatible with the applicable zoning district and surrounding uses.
- D. Conditions of Approval.** The Community Development Director shall attach conditions of approval to a Temporary Use Permit in accordance with Section 18.108.G (Conditions of Approval) to ensure compatibility of the temporary use with neighboring uses and development.

- E. Temporary Signage.** Signs associated with a temporary use shall comply with Section 18.88.120 (Temporary Signs).
- F. Events on Public Property.** Temporary uses and events on public property shall conform to Chapter 12.16 (Events on Public Property).

18.92.160 – Retaining Existing Vegetation

In all zoning districts, existing natural vegetation shall be retained and protected to the maximum extent feasible as part of any development project.

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Chapter 18.96 – WIRELESS COMMUNICATIONS FACILITIES

Sections:

- 18.96.010 – Purpose and Legislative Intent
- 18.96.020 – Definitions
- 18.96.030 – Applicability and Exemptions
- 18.96.040 – Required Permits
- 18.96.050 – Application Submittal and Review; Post-Approval Permit Requirements
- 18.96.060 – Section 6409(a) Modifications
- 18.96.070 – Preferred Siting and Location
- 18.96.080 – Development Standards
- 18.96.090 – Operation and Maintenance Requirements
- 18.96.100 – Limited Waivers
- 18.96.110 – Severability

18.96.010 – Purpose and Legislative Intent

- A. Purpose.** This chapter establishes standards for the installation, modification, and operation of wireless communications facilities. These standards aim to protect public health, safety, and welfare while balancing the benefits of robust wireless services with the unique community character, aesthetics and local values of Morgan Hill.
- B. Legislative Intent.** This chapter does not intend to, and shall not be interpreted or applied to:
 1. Prohibit or effectively prohibit personal wireless services;
 2. Unreasonably discriminate among providers of functionally equivalent personal wireless services;
 3. Regulate the installation, operation, collocation, modification or removal of wireless facilities on the basis of the environmental effects of radio frequency (RF) emissions to the extent that such emissions comply with all applicable Federal Communications Commission (FCC) regulations;
 4. Prohibit or effectively prohibit any collocation or modification that the City may not deny under state or federal law; or
 5. Preempt any applicable state or federal law.

18.96.020 – Definitions

- A. Terms Defined.** Terms used in this chapter are defined as follows:

1. “Amateur radio facilities” are antennas and related equipment for the purpose of self-training, intercommunication, or technical investigations carried out by an amateur radio operator who operates without commercial interest, and who holds a written authorization from the Federal Communications Commission to operate an amateur radio facility.
2. “Antenna” means a device or system of wires, poles, rods, dishes, discs, or similar devices used to transmit and/or receive radio or electromagnetic waves.
3. “Applicable FCC decisions” means the same as defined by California Government Code Section 65964.1(d)(1), as may be amended, which defines that term as “In re Petition for Declaratory Ruling, 24 FCC Rcd. 13994 (2009) and In the Matter of Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies, Report and Order, 29 FCC Rcd. 12865 (2014).”
4. “Array” means one or more antennas mounted at approximately the same level above ground on tower or base station.
5. “Base station” means the same as defined by the FCC in 47 C.F.R. Section 1.40001(b)(1), as may be amended, which defines that term as a structure or equipment that enables wireless communications between user equipment and a communications network. Examples include wireless facilities mounted on a building or façade, ground-mounted equipment, facilities mounted to a utility pole or light standard, radio transceivers, antennas, coaxial or fiber-optic cable, power supplies, and comparable equipment regardless of technological configuration (including Distributed Antenna Systems (DAS) and small-cell networks). The term does not include “towers” or tower-mounted equipment as defined below.
6. “Collocation” means the same as defined by the FCC in 47 C.F.R. Section 1.40001(b)(2), as may be amended, which defines that term as “[t]he mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.” As an illustration and not a limitation, the FCC’s definition effectively means “to add” new equipment to an existing facility and does not necessarily refer to more than one wireless facility installed at a single site.
7. “Distributed Antenna System” or “DAS” means a network of one or more antennas and related fiber optic nodes typically mounted to or located on streetlight poles, utility poles, sporting venues, arenas or convention centers which provide access and signal transfer for wireless service providers. A distributed antenna system also includes the equipment location, sometimes called a “hub” or “hotel” where the DAS network is interconnected with one or more wireless service provider’s facilities to provide the signal transfer services.
8. “Eligible facilities request.” See Section 18.96.060.B (Eligible Facilities Request Defined).

9. “Eligible support structure” means the same as defined by the FCC in 47 C.F.R. Section 1.40001(b)(4), as may be amended, which defines that term as “[a]ny tower or base station as defined in [47 C.F.R. Section 1.40001], provided that it is existing at the time the relevant application is filed with the State or local government under [47 C.F.R. Section 1.40001].”
10. “Existing” means the same as defined by the FCC in 47 C.F.R. Section 1.40001(b)(5), as may be amended, which provides that “[a] constructed tower or base station is existing for purposes of the [FCC rules implementing Section 6409 of the Spectrum Act] if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.”
11. “FCC” means the Federal Communications Commission or its successor agency.
12. “Personal wireless services” has the same meaning as provided in 47 U.S.C. Section 332(c)(7)(C)(i), as may be amended, which defines the term as “commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services.”
13. “Facility” means a “wireless communication facility” as defined in this chapter.
14. “Micro wireless facility” means a wireless communication facility that is no larger than 24 inches in length, 15 inches in width, 12 inches in height, and that has an exterior antenna, if any, no longer than 11 inches.
15. “Monopole” means a single freestanding non-lattice, tubular tower that is not camouflaged and that is used to act as or support an antenna or antenna arrays.
16. “Radio Frequency (RF) Emissions” means electromagnetic radiation in the portion of the spectrum from 3 kilohertz to 300 gigahertz.
17. “Section 6409(a)” means Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, 126 Stat. 156, codified as 47 U.S.C. Section 1455(a), as may be amended.
18. “Section 6409(a) Modification” means any eligible facilities request that does not cause a substantial change and submitted for approval pursuant to Section 6409(a) and the FCC’s regulations at 47 C.F.R. § 1.40001 et seq.
19. “Service provider” means a wireless communications provider, company or organization, or the agent of a company or organization that provides wireless communications services.
20. “Significant gap” is a gap in the service provider’s own wireless telecommunications facilities, as defined in federal case law interpretations of the Federal Telecommunications Act of 1996.

21. "Site" means the same as defined by the FCC in 47 C.F.R. Section 1.40001(b)(6), as may be amended, which provides that "[f]or towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground."
22. "Substantial change." See Section 18.96.060.C (Substantial Change Defined).
23. "Tower" means the same as defined by the FCC in 47 C.F.R. Section 1.40001(b)(9), as may be amended, which defines that term as "[a]ny structure built for the sole or primary purpose of supporting any [FCC]-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site." Examples include, but are not limited to, monopoles, mono-trees, and lattice towers.
24. "Transmission equipment" means the same as defined by the FCC in 47 C.F.R. Section 140001(b)(8), as may be amended, which defines that term as "[e]quipment that facilitates transmission for any [FCC]-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul."
25. "Wireless" means any FCC-licensed or authorized wireless communication service transmitted over frequencies in the electromagnetic spectrum.
26. "Wireless communications facility" is a facility that sends and/or receives radio frequency signals, AM/FM, microwave, and/or electromagnetic waves for the purpose of providing voice, data, images or other information, including, but not limited to, cellular and/or digital telephone service, personal communications services, and paging services. Wireless communications facilities include antennas and all other types of equipment for the transmission or receipt of such signals; towers or similar structures built to support such equipment; equipment cabinets, base stations, and other accessory development; and screening and concealment elements. (Also referred to as "facility" and "wireless facility").
27. "Wireless communications provider" is any company or organization that provides or who represents a company or organization that provides wireless communications services. (Also referred to as "service provider").

B. Terms Not Defined. Terms not defined in this section shall be interpreted so as to give this chapter its most reasonable meaning and application.

18.96.030 – Applicability and Exemptions

- A. Applicability.** This chapter applies to all new and modified wireless communication facilities unless exempted by Subsection B below.
- B. Exemptions.** This chapter does not apply to:
1. Amateur radio facilities;
 2. Direct-to-home satellite dishes, TV antennas, wireless cable antennas, and other antennas covered by the Over-the-Air Reception Devices (OTARD) rule in 47 Code of Federal Regulations (C.F.R.) Section 1.4000 *et seq.*;
 3. Non-commercial wireless communications facilities owned and operated by a public agency; and
 4. All antennas and wireless facilities identified by the FCC or the California Public Utilities Commission (CPUC) as exempt from local regulations.

18.96.040 – Required Permits

- A. Conditional Use Permit.** Planning Commission approval of a Conditional Use Permit is required for all new facilities and modifications or collocation to existing facilities, except for facilities requiring an Administrative Use Permit or a Section 6409(a) Permit as identified below.
- B. Administrative Use Permit.** Community Development Director approval of an Administrative Use Permit is required for the following facilities:
1. A collocation to an existing facility that is not eligible for a Section 6409(a) permit.
 2. A modification to an eligible support structure that is not eligible for a Section 6409(a) permit.
 3. Building- and facade-mounted facilities in a non-residential zoning district where the facility is completely concealed from public view and architecturally integrated into the existing support structure.
 4. Pole-mounted facilities in the public right-of-way consistent with Section 18.96.080.D (Rights-of-Way Facilities).
 5. A micro wireless facility in a non-residential zoning district, including within the public right-of-way.
- C. Section 6409(a) Permit.** Modifications to an existing facility that do not result in a substantial change as defined by FCC regulations may be eligible for a Section 6409(a) permit. See Section 18.96.060 (Section 6409(a) Modifications).

18.96.050 – Application Submittal and Review; Post-Approval Permit Requirements

- A. Application – General.** An application for a proposed wireless communications facility shall be filed and reviewed in compliance with Chapter 18.104 (Common Permit Requirements) unless otherwise specified in this chapter.
- B. Application Contents.** The application shall include the information required by the Development Services Department with all required application fees. The project applicant may be required to submit some or all of the following information, depending on the scope of the proposed project and as determined by the Development Services Department.
1. **Statement of Purpose.** A written statement that includes:
 - a. A description of the technical objectives to be achieved;
 - b. An annotated topographical map that identifies the targeted service area to be benefitted;
 - c. The estimated number of potentially affected users in the targeted service area; and
 - d. A full-color signal propagation maps with objective units of signal strength measurement that show the applicant's current service coverage levels from all adjacent sites without the proposed site, predicted service coverage levels from all adjacent sites with the proposed site, and predicted service coverage levels from the proposed site without all adjacent sites.
 - e. A description of how the design may promote shared use by different carriers, if applicable.
 - f. A description of how the design may consolidate future planned facilities, if applicable.
 2. **Site Development Plans.** A fully dimensioned site plan and elevation drawings prepared by a California-licensed engineer or architect showing any existing wireless facilities with all existing transmission equipment and other improvements, the proposed facility with all proposed transmission equipment and other improvements, and the legal boundaries of the leased or owned area surrounding the proposed facility and any associated access or utility easements.
 3. **Required Licenses or Approvals.** Evidence that the applicant has all current licenses and registrations from the FCC, the California Public Utilities Commission (CPUC), and any other applicable regulatory bodies where such licenses or registrations are necessary to provide wireless communication services utilizing the proposed facility.
 4. **Photo Simulations.** Photo simulations that show the proposed facility in context of the site from reasonable line-of-sight locations from public streets or other adjacent public viewpoints, together with a map that shows the photo location of each view angle.

5. **Alternative Sites Analysis.**

- a. The applicant must provide a list of all existing structures considered as alternatives to the proposed location, together with a general description of the site design considered at each location.
 - b. The applicant must also provide a written explanation for why the alternatives considered were unacceptable or infeasible, unavailable or not as consistent with the development standards in this chapter as the proposed location. This explanation must include a meaningful comparative analysis and such technical information and other factual justification as are necessary to document the reasons why each alternative is unacceptable, infeasible, unavailable or not as consistent with the development standards in this chapter as the proposed location.
 - c. If an existing facility is listed among the alternatives, the applicant must specifically address why the modification of such wireless communication facility is not a viable option. When an applicant proposes a site in the public right-of-way, the initial alternative sites analysis required for a complete application may evaluate other potential locations within the right-of-way.
6. **RF Exposure Compliance Report.** A radio frequency (RF) report acceptable to the City prepared and certified by an RF engineer that certifies that the proposed facility, as well as any collocated facilities, will comply with applicable federal RF exposure standards and exposure limits.
 7. **Noise Study.** A noise study prepared and certified by an engineer for the proposed facility and all associated equipment including all environmental control units, sump pumps, temporary backup power generators, and permanent backup power generators demonstrating compliance with the City's noise regulations.
 8. **Deposit for Third Party Review.** A cash deposit for third party peer review determined by the Community Development Director to be necessary to ensure compliance with the requirements of this chapter.
 9. **Additional Information.** Additional information determined by the Development Services Department as necessary for processing the application for the proposed facility.

C. Application Processing Time. The application processing time for applications subject to this chapter shall be in conformance with the time periods and procedures established by applicable FCC decisions, adjusted for any tolling due to incomplete application notices or mutually agreed upon extensions of time.

D. Public Notice and Hearing.

1. **Conditional Use Permit.** The Planning Commission shall review and act on a Conditional Use Permit for a proposed facility at a noticed public hearing in compliance with Chapter 18.104 (Common Permit Requirements).
2. **Administrative Use Permit.** Public notice of a pending action on an Administrative Use Permit application shall be provided in compliance with Section

18.104.090 (Notice of Pending Action). The Community Development Director shall hold a public hearing for an Administrative Use Permit application only upon receiving a written request for a public hearing as provided in Section 18.104.090.

E. Basis for Approval. To approve a Conditional Use Permit or Administrative Use Permit for a proposed facility, the review authority must find that:

1. The facility is consistent with the requirements of this chapter;
2. The facility is sited and located in the most preferred manner possible, as described in Section 18.96.070 (Preferred Siting and Location), while meeting the applicant's wireless service objectives; and
3. All the findings required for the Conditional Use or Administrative Use Permit as specified in Chapter 18.108 (Specific Permit Requirements) can be made for the proposed facility.

F. Appeals.

1. Community Development Director decisions on an Administrative Use Permit may be appealed to the Planning Commission in accordance with Section 18.112 (Appeals).
2. Planning Commission decisions on a Conditional Use Permit may be appealed to the Planning Commission in accordance with Section 18.112 (Appeals).

G. Length of Approval.

1. All approvals for wireless communication facilities are valid for an initial maximum period of ten years.
2. An approval may be extended by the Community Development Director from the initial approval date for a subsequent five years and may be extended by the Director every five years thereafter upon the verification of the wireless communications provider's continued compliance with this chapter and with the findings and conditions of approval under which the application was originally approved.

H. Permit Revocation.

1. **Basis for Revocation.** A permit granted under this chapter may be revoked for noncompliance with any enforceable permit, permit condition or law applicable to the facility.
2. **Revocation Procedures.**
 - a. When the Community Development Director finds reason to believe that grounds for permit revocation exist, the Director shall send written notice to the permit holder that states the nature of the violation and a means to correct the violation. The permit holder shall have a reasonable time from the date of the notice to correct the violation or show that the violation has not occurred.

- b. If the permit holder does not correct the violation or show that the violation has not occurred, the Planning Commission shall conduct a noticed public hearing to consider whether to revoke the permit. The Planning Commission may revoke the permit upon findings that the permit holder has not complied with any enforceable permit, permit condition or law applicable to the facility.
 - c. The Planning Commission's decision may be appealed to the City Council in accordance with Chapter 18.112 (Appeals).
- I. Cessation of Operations - New Permit Required.** A new permit shall be required if a site is to be used again for the same purpose as permitted under the original permit if a consecutive period of 6 months have lapsed since cessation of operations.
- J. Transfer of Ownership.** In the event that the original permit holder sells its interest in a wireless communication facility, the succeeding carrier shall assume all project responsibilities and shall be held responsible for maintaining consistency with all permit requirements and conditions of approval.

18.96.060 – Section 6409(a) Modifications

- A. Purpose.** This section describes the process and requirements for the approval of an “eligible facilities request” that does not cause a “substantial change” to an existing facility as defined by FCC regulations.
- B. Eligible Facilities Request Defined.** “Eligible facilities request” means the same as defined by the FCC in 47 C.F.R. Section 1.40001(b)(3), as may be amended, which defines that term as a request for modification of an existing tower or base station that does not substantially change the physical dimensions of the tower or base station, involving
 - 1. Collocation of new transmission equipment;
 - 2. Removal of transmission equipment; or
 - 3. Replacement of transmission equipment.
- C. Substantial Change Defined.** “Substantial change” means the same as defined by the FCC in 47 C.F.R. Section 1.40001(b)(7), as may be amended, defined according to the facility type and location as follows:
 - 1. **Towers Outside the Public Right-of-Way.** For towers outside the public right-of-way, a substantial change occurs when:
 - a. The proposed collocation or modification increases the overall height more than 10 percent or the height of one additional antenna array not to exceed 20 feet (whichever is greater); or
 - b. The proposed collocation or modification increases the width more than 20 feet from the edge of the wireless tower or the width of the wireless tower at the level of the appurtenance (whichever is greater); or

- c. The proposed collocation or modification involves the installation of more than the standard number of equipment cabinets for the technology involved, not to exceed four; or
 - d. The proposed collocation or modification involves excavation outside the current boundaries of the leased or owned property surrounding the wireless tower, including any access or utility easements currently related to the site.
2. **Towers in the Public Right-of-Way and Base Stations.** For towers in the public rights-of-way and for all base stations, a substantial change occurs when:
- a. The proposed collocation or modification increases the overall height more than 10 percent or 10 feet (whichever is greater); or
 - b. The proposed collocation or modification increases the width more than 6 feet from the edge of the wireless tower or base station; or
 - c. The proposed collocation or modification involves the installation of any new equipment cabinets on the ground when there are no existing ground-mounted equipment cabinets; or
 - d. The proposed collocation or modification involves the installation of any new ground-mounted equipment cabinets that are ten percent (10 percent) larger in height or volume than any existing ground-mounted equipment cabinets; or
 - e. The proposed collocation or modification involves excavation outside the area in proximity to the structure and other transmission equipment already deployed on the ground.
3. **All Towers and Base Stations.** In addition, for all towers and base stations wherever located, a substantial change occurs when:
- a. The proposed collocation or modification would defeat the existing concealment elements of the support structure as determined by the Community Development Director; or
 - b. The proposed collocation or modification violates a prior condition of approval, provided however that the collocation need not comply with any prior condition of approval related to height, width, equipment cabinets or excavation that is inconsistent with the thresholds for a substantial change described in this section.
4. **Interpretation of Thresholds.**
- a. The thresholds for a substantial change described above are disjunctive. The failure to meet any one or more of the applicable thresholds means that a substantial change would occur.
 - b. The thresholds for height increases are cumulative limits. For sites with horizontally separated deployments, the cumulative limit is measured from the originally-permitted support structure without regard to any increases in size

due to wireless equipment not included in the original design. For sites with vertically separated deployments, the cumulative limit is measured from the permitted site dimensions as they existed on February 22, 2012—the date that Congress passed Section 6409(a).

D. Permit Required. Approval of an eligible facilities request as defined above requires Community Development Director approval of a Section 6409(a) Permit.

E. Applications. Applications for a Section 6409(a) Permit shall contain all information and materials specified in Section 18.96.050.B (Application Contents) except as follows:

1. Section 6409(a) Permit applications are not required to include a Statement of Purpose (Section 18.96.050.B.1) or an Alternative Sites Analysis (Section 18.96.050.B.5).
2. The application must include a detailed explanation as to why the applicant believes that the application qualifies as an eligible facilities request subject to a Section 6409(a) Permit.
3. For applications involving a collocation or modification to an eligible support structure, the application must be accompanied by all prior approvals for the existing facility (including but not limited to all conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment), as well as all permit applications with required application materials for each separate permit required by the City for the proposed facility, including but not limited to a building permit and an encroachment permit (if applicable).

F. Public Notice. Before the Community Development Director may approve a Section 6409(a) Permit application, notice of the application shall be posted on site at least ten calendar days prior to the City taking action on the application and shall contain the following information:

1. A general explanation of the proposed modification or collocation;
2. A general description of the location of the real property that is the subject of the application; and
3. The following statement: “Federal law may require approval of this application pursuant to Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, 126 Stat. 156, codified as 47 U.S.C. Section 1455(a).”

G. Basis for Approval.

1. This subsection shall be interpreted and applied so as to be consistent with the Telecommunications Act of 1996, Section 6409(a), and the applicable FCC and court decisions and determinations relating to the same. In the event that a court of competent jurisdiction invalidates all or any portion of Section 6409(a) or a FCC rule or regulation that interprets Section 6409(a), such that federal law would not mandate approval for any eligible facilities request, then all proposed modifications

to existing facilities subject to this section must be approved by an Administrative Use Permit, or Conditional Use Permit, as applicable, and subject to the discretion of the Community Development Director.

2. The Community Development Director shall approve a Section 6409(a) Permit upon finding that the proposed collocation or modification qualifies as an eligible facilities request and does not cause a substantial change as defined above.
3. In addition to any other alternative recourse permitted under federal law, the Community Development Director may deny a Section 6409(a) Permit upon finding that the proposed collocation or modification:
 - a. Violates any legally enforceable standard or permit condition reasonably related to public health and safety;
 - b. Involves a structure constructed or modified without all regulatory approvals required at the time of the construction or modification;
 - c. Involves the replacement of the entire support structure; or
 - d. Does not qualify for mandatory approval under Section 6409(a) for any lawful reason.
4. A denial of a Section 6409(a) Permit application shall be without prejudice to the applicant, the real property owner, or the project. Subject to the application and submittal requirements in this chapter, the applicant may immediately resubmit a permit application for either a Conditional Use Permit, Administrative Use Permit, or Section 6409(a) Permit as appropriate.

H. Appeals. Community Development Director decisions on a Section 6409(a) Permit are final and may not be appealed.

I. No Permit Term Extension.

1. The approval of a Section 6409(a) Permit constitutes a federally-mandated modification to the underlying permit or approval for the subject tower or base station.
2. A Section 6409(a) Permit does not extend the permit term for any Conditional Use Permit, Administrative Use Permit, or other underlying regulatory approval and its term shall be coterminous with the underlying permit for the subject tower or base station.

J. Applicant Notifications for Deemed Granted Remedies.

1. Under state and/or federal law, the City's failure to act on a wireless communications facility permit application within a reasonable period of time in accordance with the time periods and procedures established by applicable FCC decisions, accounting for tolling, may result in the permit being deemed granted by operation of law.

2. To the extent federal or state law provides a “deemed granted” remedy for wireless communications facility applications not timely acted upon by the City, no such application shall be deemed granted unless and until the applicant satisfies the following requirements:
 - a. Submits a complete application package consistent with the application procedures specified in this chapter and applicable federal and state laws and regulations.
 - b. Following the date by which the City must take final action on the application (as determined in accordance with the time periods and procedures established by applicable FCC decisions and accounting for tolling), the applicant must provide notice to the City that the application is deemed granted by operation of law.

K. Accelerated Permit Terms Due to Invalidation.

1. In the event that any court of competent jurisdiction invalidates any portion of Section 6409(a) or any FCC rule that interprets Section 6409(a) such that federal law would not mandate approval for any Section 6409(a) Permit, the permit or permits issued in connection with such 6409(a) Modification(s) shall automatically expire one year from the effective date of the judicial order.
2. A permit holder is not required to remove its improvements approved under the invalidated Section 6409(a) Permit if the permit holder submits an application for a Conditional Use Permit or Administrative Use Permit for those improvements before the one-year period ends.

L. No Waiver of Standing. The approval of a Section 6409(a) Permit shall not be construed to waive any standing by the City to challenge Section 6409(a), any FCC rules that interpret Section 6409(a) or any Section 6409(a) Modification.

18.96.070 – Preferred Siting and Location

The following siting and location preferences apply to all proposed new facilities and substantial changes to existing facilities. The Community Development Director may require the applicant to submit an alternative sites analysis and evidence to demonstrate that a proposed facility could not be feasibly installed in a preferred site or location.

- A. Preferred Siting.** To the extent possible, all proposed facilities should be sited according to the following preferences, ordered from most preferred to least preferred:
1. Collocations on existing base stations outside the rights-of-way; then
 2. Collocations on eligible support structures in the rights-of-way; then
 3. Collocations on towers outside the rights-of-way; then
 4. New building-mounted facilities outside the rights-of-way; then
 5. New eligible support structures in the rights-of-way; then

6. New towers outside the rights-of-way.
- B. Preferred Locations - General.** All applicants should, to the extent possible, propose new facilities and substantial changes to existing facilities in non-residential zones.
- C. Preferred Locations – Non-Residential Zones.** To the extent possible, all proposed facilities in non-residential zones should be located according to the following preferences, ordered from most preferred to least preferred:
1. City owned or controlled parcels; then
 2. Parcels in the public facilities (PF) zone; then
 3. Parcels in the industrial (CI, IO, IC, IL, IG) zones; then
 4. Parcels in the commercial (CN, CG, CH, CS) zones;
 5. Parcels in the sports recreation leisure (SRL) zone.
 6. Parcels in the mixed use (MU-D, MU-N, MUF) zones.
- D. Preferred Locations –Residential and Open Space Zones.** If a facility is proposed in a residential (RE, RDL, RDH, RAL, RAM, RAH)), a residential Planned Development, or open space (OS) zone, all facilities should be located according to the following preferences, ordered from most preferred to least preferred:
1. In the public right-of-way abutting a residential zone; then
 2. City owned or controlled parcels; then
 3. Parcels that contain non-residential uses and do not contain residential uses; then
 4. Parcels that contain non-residential conditional uses and do contain residential uses; then
 5. Parcels that do not contain single-family homes; then
 6. All other parcels.

18.96.080 – Development Standards

- A. General Design Standards.** All facilities must conform to the following design standards.
1. **Concealment.** All new facilities and substantial changes to existing facilities must incorporate concealment measures and/or techniques appropriate for the proposed location and design. All ground-mounted equipment on private property must be completely concealed to the extent feasible according to the following preferences, ordered from most preferred to least preferred:
 - a. Within an existing structure including, but not limited to, an interior equipment room, mechanical penthouse or dumpster corral; then

- b. Within a new structure designed to integrate with or mimic the adjacent existing structure; then
 - c. Within an underground equipment vault if no other feasible above-ground design that complies with subsections (a) or (b) exists.
- 2. **Height.**
 - a. All new facilities and substantial changes to existing facilities must not exceed the height limit in the applicable zone except as allowed in Paragraph b below.
 - b. The review authority may approve a height exception up to 8 feet above the height limit when a proposed facility is (1) mounted on the rooftop of an existing building; (2) completely concealed; and (3) architecturally integrated into the underlying building. This exception does not apply to any towers or utility poles.
- 3. **Setbacks.** All facilities must comply with all setback requirements in the applicable zone.
- 4. **Collocation.** Applicants shall design their facilities to accommodate future collocated facilities to the extent feasible.
- 5. **Landscaping.** In addition to any landscaping required by the City for concealment or screening purposes, the applicant shall install and maintain additional landscaping to replace any existing landscaping displaced during the construction or installation of the facility.
- 6. **Backup or Standby Power Sources and Generators.** The City may not approve any fossil fuel-powered backup power sources or generators unless the applicant demonstrates that the facility cannot feasibly achieve its power needs with batteries, fuel cells or other similarly non-polluting, low noise-level means.
- 7. **Lights.**
 - a. Unless otherwise required under FAA or FCC regulations, applicants may install only timed or motion-sensitive light controllers and lights, and must install such lights so as to avoid illumination impacts to adjacent properties to the maximum extent feasible. The City may exempt an applicant from this requirement when the applicant demonstrates a substantial public safety need.
 - b. All aircraft warning lighting must use lighting enclosures that avoid illumination impacts to properties in the City to the maximum extent feasible.
- 8. **Noise.** All transmission equipment and other equipment (including without limitation air conditioners and sump pumps) associated with the facility must not emit sound that exceeds the applicable limit established in Municipal Code Chapter 8.28 (Noise).

9. **Signage.**

- a. A facility may not display any signage or advertisements unless expressly allowed by the City in a written approval, recommended under FCC regulations or required by law or permit condition.
- b. Every facility shall at all times display signage that accurately identifies the facility owner and provides the facility owner's unique site number, and also provides a local or toll-free telephone number to contact the facility owner's operations center.

10. **Code Compliance.** A permit holder shall design and maintain all facilities in compliance with all applicable federal, state and local laws, codes, regulations, ordinances or other rules.

B. Tower-Mounted Facilities.

- 1. **General Design Preferences.** To the extent feasible and appropriate for the proposed location, all new towers applications should be designed according to the following preferences, ordered from most preferred to least preferred:
 - a. Faux architectural features (examples include, but are not limited to, bell towers, clock towers, lighthouses, obelisks and water tanks); then
 - b. Faux trees; then
 - c. Monopoles that do not conceal the antennas within a concealment device.
- 2. **Tower-mounted Equipment.** All tower-mounted equipment shall be mounted as close to the vertical support structure as possible to reduce its visual profile. Applicants should mount non-antenna, tower-mounted equipment (including, but not limited to, remote radio units/heads, surge suppressors, and utility demarcation boxes) directly behind the antennas to the maximum extent feasible.
- 3. **Ground-mounted Equipment.** Ground-mounted equipment shall be concealed with opaque fences or other opaque enclosures. The City may require, as a condition of approval, design and/or landscape features in addition to other concealment when necessary to blend the equipment or enclosure into the surrounding environment.
- 4. **Concealment Standards for Faux Trees.** All faux tree facilities shall comply with the following standards:
 - a. The canopy shall completely envelop all tower-mounted equipment and extend beyond the tower-mounted equipment at least 18 inches.
 - b. The canopy shall be naturally tapered to mimic the particular tree species.
 - c. All tower-mounted equipment, including antennas, equipment cabinets, cables, mounts and brackets, shall be painted flat natural colors to mimic the particular tree species.

- d. All antennas and other tower-mounted equipment cabinets shall be covered with broadleaf or pine needle “socks” to blend in with the faux foliage.
- e. The entire vertical structure shall be covered with permanently-affixed three-dimensional faux bark cladding to mimic the particular tree species.

C. Building and Facade Mounted Facilities.

1. **General Design Preferences.** To the extent feasible and appropriate for the proposed location, all new building and facade mounted facilities should be designed according to the following preferences, ordered from most preferred to least preferred:
 - a. Completely concealed and architecturally integrated facade or rooftop mounted base stations which are not visible from any publicly accessible areas at ground level (examples include, but are not limited to, antennas behind existing parapet walls or facades replaced with RF-transparent material and finished to mimic the replaced materials); then
 - b. Completely concealed new structures or appurtenances designed to mimic the support structure’s original architecture and proportions (examples include, but are not limited to, cupolas, steeples, chimneys and water tanks); then
 - c. Facade-mounted facilities incorporated into “pop-out” screen boxes designed to be architecturally consistent with the original support structure; then
 - d. Exposed facade-mounted and rooftop antennas.
2. **Ground-mounted Equipment.** Outdoor ground-mounted equipment associated with base stations must be avoided whenever feasible. In locations visible or accessible to the public, outdoor ground-mounted equipment shall be concealed with opaque fences or landscape features that mimic the adjacent structures (including, but not limited to, dumpster corrals and other accessory structures).

D. Rights-of-Way Facilities.

1. **Concealment.** All facilities in the public right-of-way shall be concealed to the extent feasible with design elements and techniques that blend with the underlying support structure, surrounding environment and adjacent uses.
2. **Undergrounded Equipment.** To conceal the non-antenna equipment, all non-antenna equipment shall be installed underground to the extent feasible. Additional expense to install and maintain an underground equipment enclosure shall not exempt applicants from this requirement, except where an applicant demonstrates by clear and convincing evidence that this requirement will effectively prohibit the provision of personal wireless services.
3. **Ground-mounted Equipment.** Ground-mounted equipment shall be installed in a location that does not obstruct pedestrian or vehicular traffic. The review

authority may require landscaping as a condition of approval to conceal ground-mounted equipment.

4. **Pole-mounted Equipment.** All pole-mounted equipment shall be installed as close to the pole as technically and legally feasible to minimize impacts to the visual profile, painted flat and non-reflective colors to match the underlying pole, placed behind existing signs, and oriented away from prominent views. All required or permitted signage in the right-of-way must face toward the street or otherwise placed to minimize visibility from adjacent sidewalks and structures. All conduits, conduit attachments, cables, wires and other connectors must be concealed from public view to the extent feasible.

18.96.090 – Operation and Maintenance Requirements

- A. **Inspections and Emergencies.** The City or its designee may enter onto the facility area to inspect the facility upon reasonable notice to the permit holder. The permit holder shall cooperate with all inspections. The City or its designee may enter the facility and support, repair, disable or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property.
- B. **Contact Information for Responsible Parties.** The permit holder shall at all times maintain accurate contact information for all parties responsible for the facility, which shall include a phone number, street mailing address and email address for at least one natural person. All such contact information for responsible parties shall be provided to the Community Development Director upon the Community Development Director's written or verbal request.
- C. **General Maintenance.** The site and the facility, including but not limited to all landscaping, fencing and related transmission equipment, shall be maintained in a neat and clean manner and in accordance with all approved permits and conditions of approval.
- D. **Removal of Discontinued Equipment.** All equipment and improvements associated with a wireless communications facility shall be removed within 30 days of the discontinuation of the use, and the site shall be restored to its original pre-construction condition. If a permit holder fails to remove a discontinued facility, the City may remove or cause to remove the facility at the permit holder's sole expense.
- E. **Change in Federal or State Regulations.** All facilities shall meet the current standards and regulations of the FCC, the California Public Utilities Commission, and any other agency of the federal or state government with the authority to regulate wireless communications providers. If such standards and/or regulations are changed, the wireless communications provider shall bring its facilities into compliance with such revised standards and regulations within 90 days of the effective date of such standards and regulations, unless a more stringent compliance schedule is mandated by the controlling federal or state agency. Failure to bring wireless communications facility

into compliance with revised standards and regulations shall constitute grounds for the immediate removal of the facility at the wireless communications provider's expense.

- F. RF Exposure Compliance.** All facilities shall comply with all standards and regulations of the FCC and any other state or federal government agency with the authority to regulate radio frequency (RF) exposure standards. Under the Federal Telecommunications Act of 1996, the City may not deny an application for a wireless telecommunications facility due to perceived health risks if the proposed facility complies with Federal RF exposure standards.

18.96.100 – Limited Waivers

- A. Request for Exemption.** An applicant may request a waiver from one or more requirements in this chapter on the basis that a permit denial would effectively prohibit personal wireless services in Morgan Hill.
- B. Basis for Approval.** For the City to approve such an exemption, the applicant must demonstrate with clear and convincing evidence all of the following:
1. A significant gap in the applicant's service coverage exists;
 2. All alternative sites identified in the application review process are either technically infeasible or not potentially available; and
 3. Permit denial would effectively prohibit personal wireless services in Morgan Hill.
- C. Applicant Must Demonstrate Basis for Approval.** The applicant always bears the burden to demonstrate why an exemption should be granted.

18.96.110 – Severability

If any section or portion of this chapter is found to be invalid by a court of competent jurisdiction, such finding shall not affect the validity of the remainder of the chapter, which shall continue in full force and effect.

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PART 4

Permits and Administration

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Chapter 18.100 – ADMINISTRATIVE RESPONSIBILITY

Sections:

18.100.010 – Purpose

18.100.020 – Planning Agency

18.100.030 – Review and Decision-Making Authority

18.100.010 – Purpose

This chapter describes the authority and responsibilities of the City Council, Planning Commission, and the Community Development Director in the administration of the Zoning Code.

18.100.020 – Planning Agency

The City Council, Planning Commission, and Community Development Director function as the Planning Agency and as the Advisory Agency in compliance with Government Code Section 65100.

18.100.030 – Review and Decision-Making Authority

Table 18.100-1 shows the review and decision-making authority of the City Council, Planning Commission, and Community Development Director in the administration of the Zoning Code.

TABLE 18.100-1: REVIEW AND DECISION-MAKING AUTHORITY

Type of Action	Code Location	Role of Authority [1]		
		Community Development Director	Planning Commission	City Council
Legislative Actions				
Development Agreements	18.116	Recommend	Recommend	Decision
Zoning Code Text and Map Amendments [2]	18.114	Recommend	Recommend	Decision
Permits				
Administrative Use Permits	18.108.020	Decision	Appeal	Appeal
Conditional Use Permits	18.108.030	Recommend	Decision	Appeal
Design Permits	18.108.040	Decision	Appeal	Appeal
Historic Alteration Permits	18.108.050	Decision	Appeal	Appeal

Type of Action	Code Location	Role of Authority [1]		
		Community Development Director	Planning Commission	City Council
Historic Demolition or Relocation Permit	18.108.060	Recommend	Decision	Appeal
Sign Permits	18.88.030	Decision	Appeal	Appeal
Temporary Use Permit	18.108.090	Decision	Appeal	Appeal
Other Approvals				
Minor Exceptions	18.108.070	Decision	Appeal	Appeal
Planned Development (PD) Master Plan	18.30.050	Recommend	Recommend	Decision
Reasonable Accommodations	18.118	Decision	Appeal	Appeal
Variances	18.108.100	Recommend	Decision	Appeal
Zoning Clearance	18.108.110	Decision	Appeal	Appeal

Notes:

[1] "Recommend" means that the review authority makes a recommendation to a higher decision-making body; "Decision" means that the review authority makes the final decision on the matter; "Appeal" means that the review authority shall consider and decide appeals of decisions of an earlier decision-making body, in compliance with Chapter 18.112 (Appeals).

[2] Includes the application of a Planned Development (PD) combining district designation to a property.

Chapter 18.104 – COMMON PERMIT REQUIREMENTS

Sections:

- 18.104.010 – Purpose
- 18.104.020 – Application Preparation and Filing
- 18.104.030 – Application Fees
- 18.104.040 – Application Review
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- 18.104.210 – Time Limits and Extensions
- 18.104.220 – Resubmittals
- 18.104.230 – Permits to Run with the Land
- 18.104.240 – Permit Revocation

18.104.010 – Purpose

This chapter establishes procedures for the preparation, filing, and processing of permits required by the Zoning Code. The term “permit” when used in this chapter refers to any action, permit, or approval listed in Table 18.100-1 (Review and Decision-Making Authority).

18.104.020 – Application Preparation and Filing

A. Pre-Application Conference.

1. The City encourages prospective applicants to request a pre-application conference with the Development Services Department before completing and filing a permit application.

2. The purpose of this conference is to:
 - a. Inform the applicant of City requirements as they apply to the proposed project;
 - b. Inform the applicant of the City's review process;
 - c. Identify information and materials the City will require with the application, and any necessary technical studies and information relating to the environmental review of the project; and
 - d. Provide guidance to the applicant of possible project alternatives or modifications.
3. The pre-application conference and any information provided to prospective applicants by City staff shall not be construed as a recommendation for approval or denial of an application.
4. Failure by City staff to identify all permit requirements shall not constitute a waiver of those requirements.

B. Application Contents.

1. All permit applications shall be filed with the Development Services Department on an official City application form.
2. Applications shall be filed with all required fees, information, and materials as specified by the Development Services Department.

C. Eligibility for Filing.

1. An application may only be filed by the property owner or the property owner's authorized agent.
2. The application shall be signed by the property owner or the property owner's authorized agent if written authorization from the owner is filed concurrently with the application.

18.104.030 – Application Fees

A. Fee Schedule. Fees required to process permit applications are identified in the Planning Division Fee Schedule approved by the City Council.

B. Requirement of Payment.

1. The City may deem an application complete and begin processing the application only after all required fees have been paid.
2. Failure to pay any required supplemental application fees is a basis for denial or revocation of a permit application.

C. Refunds and Withdrawals.

1. Application fees cover City costs for public hearings, mailings, staff and consultant time, and the other activities involved in processing applications. Consequently, the City will not refund fees for a denied application.
2. In the case of an application withdrawal, the Community Development Director may authorize a partial refund of a deposit account based upon the pro-rated costs to date and the status of the application at the time of withdrawal.
3. Flat fees submitted in conjunction with a permit application are non-refundable.

18.104.040 – Application Review

A. Review for Completeness.

1. **Initial Review.** The Development Services Department shall review each application for completeness and accuracy before it is accepted as being complete and officially filed.
2. **Basis for Determination.** The Development Services Department's determination of completeness shall be based on the City's list of required application contents and any additional written instructions provided to the applicant in a pre-application conference and during the initial application review period.
3. **Notification of Applicant.** Within 30 days of application filing, the Development Services Department shall inform the applicant in writing that the application is complete and has been accepted for processing, or that the application is incomplete and that additional information is required.
4. **Appeal of Determination.** When the Development Services Department has determined that an application is incomplete, and the applicant believes that the application is complete or that the information requested by the Development Services Department is not required, the applicant may appeal the Development Services Department's determination in compliance with Chapter 18.112 (Appeals).
5. **Submittal of Additional Information.**
 - a. When the Development Services Department determines that an application is incomplete, additional required information shall be submitted in writing.
 - b. Resubmitted information shall be subject to a new 30-day period of review for completeness.
6. **Environmental Information.** After the Development Services Department has accepted an application as complete, the Department may require the applicant to submit additional information for the environmental review of the project in compliance with the California Environmental Quality Act (CEQA).

18.104.050 – Multiple Permit Applications

- A. Concurrent Filing.** An applicant for a development project that requires the filing of more than one application (e.g., Zoning Map Amendment and a Conditional Use Permit) shall file all related applications concurrently unless the concurrent filing requirements are waived by the Community Development Director.
- B. Concurrent Processing.** The Development Services Department shall process multiple applications for the same project concurrently. Projects requiring multiple permit applications shall be reviewed and acted upon by the highest review authority designated by the Zoning Code for any of the applications (e.g., a project requiring a Zoning Map Amendment and a Conditional Use Permit shall have both applications decided by the City Council, instead of the Planning Commission acting on the Conditional Use Permit).

18.104.060 – Project Evaluation and Staff Reports

- A. Staff Evaluation.** The Development Services Department shall review all permit applications to determine if they comply with the Zoning Code, the General Plan, and other applicable City policies and regulations.
- B. Staff Report.** For all permit applications requiring review by the Planning Commission or City Council, the Development Services Department shall prepare a staff report describing the proposed project and including, where appropriate, a recommendation to approve, approve with conditions, or deny the application.
- C. Report Distribution.** Staff reports shall be furnished to the applicant at the same time as they are provided to the review authority before action on the application.

18.104.070 – Environmental Review

- A. CEQA Review.** After acceptance of a complete application, the Development Services Department shall review the project in compliance with the California Environmental Quality Act (CEQA) to determine whether:
 1. The proposed project is exempt from the requirements of CEQA;
 2. The proposed project is not a project as defined by CEQA;
 3. A Negative Declaration (ND) may be issued;
 4. A Mitigated Negative Declaration (MND) may be issued;
 5. An Environmental Impact Report (EIR) is required; or
 6. A previously prepared ND/MND or EIR may be used.
- B. Compliance with CEQA.** These determinations and, where required, the preparation of appropriate environmental documents shall be in compliance with CEQA and any adopted City CEQA guidelines.

- C. Special Studies Required.** Special studies, paid for in advance by the applicant, may be required to supplement the City's CEQA compliance review.

18.104.080 – Applications Deemed Withdrawn

- A. Response Required.** If an applicant does not pay required supplemental fees or provide information requested in writing by the Development Services Department within nine months following the date of the letter, the application shall expire and be deemed withdrawn without any further action by the City.
- B. Resubmittal.** After the expiration of an application, future City consideration shall require the submittal of a new complete application and associated filing fees.

18.104.090 – Notice of Hearing

When the Zoning Code requires a noticed public hearing, the City shall provide notice of the hearing in conformance with Government Code Section 65090 et. seq. and as described in this section.

- A. Content of Notice.** Notice of a public hearing shall include all of the following information, as applicable.
1. **Hearing Information.** The date, time, and place of the hearing; the name of the hearing body; and the phone number, email address, and street address of the Development Services Department where an interested person could call or visit to obtain additional information.
 2. **Project Information.** The name of the applicant, the City's file number assigned to the application, a general explanation of the matter to be considered, and a general description of the location of the subject property.
 3. **Statement on Environmental Document.** A statement that the proposed project is determined to be exempt from the California Environmental Quality Act (CEQA), or that a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report has been prepared for the project. The hearing notice shall state if the hearing body will consider approval of the CEQA determination or document prepared for the proposed project.
 4. **Zoning Map Amendments.** On-site public notices posted for proposed Zoning Map Amendments shall consist of the words "Notice of Proposed Change of Zone" printed in plain type with letters not less than 1½ inches in height.
- B. Method of Notice Distribution.** Notice of a public hearing shall be given at least 10 days before the hearing date using the methods required by Government Code Section 65091

1. **Mailing.** Where required, notice shall be mailed or delivered at least ten days before the scheduled hearing to the following recipients:
 - a. **Project Site Owners and the Applicant.** The owners of the subject property or the owner's authorized agent, and the applicant.
 - b. **Adjacent Property Owners.** The owners of the real property located within a radius of 300 feet from the exterior boundaries of the subject property.
 - c. **Local Agencies.** Each local agency expected to provide roads, schools, sewerage, streets, water, or other essential facilities or services to the subject property, whose ability to provide those facilities and services may be significantly affected.
 - d. **Persons Requesting Notice.** Any person who has filed a written request for notice with the Development Services Department.
 - e. **Other Persons.** Any other person, whose property, in the judgment of the Development Services Department, might be affected by the proposed project.
2. **Alternative to Mailing.** If the number of property owners to whom notice would be mailed in compliance with Paragraph 1 above is more than 1,000, the Development Services Department may provide notice by placing a display advertisement of at least one-eighth page in one or more local newspapers of general circulation at least ten days prior to the hearing.
3. **Additional Notice.** In addition to the types of notice required above, the Development Services Department may require additional notice as determined necessary or desirable by the Community Development Director.
4. **Failure to Receive Notice.** The validity of the hearing shall not be affected by the failure of any resident, property owner, or community member to receive a mailed notice.

18.104.100 – Notice of Pending Action

- A. For Administrative Use Permit and Minor Exception applications reviewed by the Community Development Director, public notice shall state that the City is considering the application and that the Community Development Director will hold a public hearing for the application only upon receiving written request for a hearing by a specified date.
- B. If the City receives a request for a public hearing by a specified date, the Community Development Director shall hold a noticed public hearing on the application consistent with this chapter.
- C. If no request for a public hearing is received by the specified date, the Community Development Director shall act on the application without a public hearing.

18.104.110 – Scheduling of Hearing

After the completion of any environmental document required by the California Environmental Quality Act (CEQA), and a Development Services Department staff report, a matter requiring a public hearing shall be scheduled on the next available agenda reserved for public hearings, but no sooner than any minimum time period established by State law.

18.104.120 – Hearing Procedure

- A. General.** Hearings shall be conducted in a manner consistent with the procedures adopted or endorsed by the hearing body.
- B. Time and Place of Hearing.** A hearing shall be held at the date, time, and place for which notice was given, unless the required quorum of hearing body members is not present.
- C. Continued Hearing.** Any hearing may be continued from time to time without further notice, provided that the chair of the hearing body announces the date, time, and place to which the hearing will be continued before the adjournment or recess of the hearing.
- D. Motion of Intent.** The hearing body may announce a tentative decision, and defer action on a final decision until appropriate findings and conditions of approval have been prepared.

18.104.130 – Recommendations

After a public hearing resulting in a recommendation to another hearing body, the recommendation shall be forwarded to the other hearing body.

18.104.140 – Decision and Notice

- A. Date of Action.** With the exception of appeals to the City Council, the hearing body shall take action on the matter being considered following the close of the public hearing. The hearing body shall also take action on projects within the following timeframe as required by the California Environment Quality Act (CEQA):
 - 1. Within 60 days of the date a Negative Declaration or Mitigated Negative Declaration has been adopted for project approval, the City shall take action on the accompanying discretionary project.
 - 2. Within 180 days from the date the decision-making authority certifies a final Environmental Impact Report (EIR), the City shall take action on the accompanying discretionary project.
- B. Decision.**
 - 1. The hearing body may announce and record its decision on the matter being considered at the conclusion of a scheduled hearing, or make a motion of intent and continue the matter to a later meeting agenda.

2. At the conclusion of a hearing conducted by the Community Development Director, the Community Development Director may choose to refer the matter to the Planning Commission for review and final decision. Referral to the Planning Commission may be chosen in cases of unusual public sensitivity, controversy, or complexity relating to the requested approval.

C. Notice of Decision.

1. Following a final decision, the Development Services Department shall provide notice of the final action to the applicant and to any person who specifically requested notice of the final action.
2. Notice of a final action shall contain applicable findings, conditions of approval, reporting and monitoring requirements, and the procedure for appeal of the decision.

18.104.150 – Conditions of Approval

The review authority may attach conditions of approval to a permit application to achieve consistency with the General Plan, Zoning Code, and any applicable specific plan or area plan adopted by the City Council.

18.104.160 – Effective Date of Decision

- A. City Council Decision.** A decision of the City Council is final and shall be effective on the date the decision is rendered.
- B. Other Decisions.** The decision of the Community Development Director or Planning Commission is final and effective after 5:00 p.m. on the tenth day following the date the decision is rendered, when no appeal to the decision has been filed in compliance with Chapter 18.122 (Appeals).

18.104.170 – Issuance of Permits

Permits shall not be issued until the effective date, provided that no appeal of the review authority's decision has been filed in compliance with Chapter 18.112 (Appeals).

18.104.180 – Conformance to Approved Plans

- A. Compliance.** All work performed under an approved permit shall be in compliance with the approved drawings and plans and any conditions of approval imposed by the review authority.
- B. Changes.** Changes to an approved project shall be submitted and processed in compliance with Section 18.104.200 (Changes to an Approved Project) below.

18.104.190 – Performance Guarantees

- A. Security Required.** The Community Development Director may require an applicant to provide adequate security to guarantee the proper completion of any approved work or compliance with any conditions of approval.
- B. Form of Security.** The security shall be in the form of cash, a certified or cashier's check, or a performance bond executed by the applicant and a corporate surety authorized to do business in California and approved by the City.
- C. Amount of Security.** The Community Development Director shall determine the amount of the security necessary to ensure proper completion of the approved work or compliance with any conditions of approval.
- D. Duration of Security.** The security shall remain in effect until all work has been completed and conditions fulfilled to the satisfaction of the Community Development Director or until a specified warranty period has elapsed.
- E. Release of Security.** The security deposit shall be released upon completion of the approved work or compliance with any conditions of approval.
- F. Failure to Comply.**
 - 1. Upon failure to complete any work or comply with conditions, the City may complete the work or fulfill the condition, and may collect from the applicant or surety all costs incurred, including administrative, engineering, legal, and inspection costs.
 - 2. Any unused portion of the security shall be refunded to the funding source.

18.104.200 – Changes to an Approved Project

An approved project shall be established only as approved by the review authority, except when changes to the project are approved in compliance with this section.

- A. Request for a Change.** An applicant shall request desired changes in writing, and shall submit appropriate supporting materials and an explanation for the request.
- B. Notice and Hearing.** If the original approval required a noticed public hearing, a noticed public hearing is required for the requested change, except as allowed by Subsection C (Minor Changes).
- C. Minor Changes.** The Community Development Director may authorize minor changes to an approved project if the changes comply with all of the following criteria:
 - 1. The requested changes are consistent with the Zoning Code.
 - 2. The requested changes are consistent with the spirit and intent of the original approval.

3. The requested changes do not involve a feature of the project that was a basis for findings in a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report for the project.
4. The requested changes do not involve a feature of the project that was a basis for conditions of approval for the project.
5. The requested changes do not involve a feature of the project that was a specific consideration by the review authority in granting the approval.
6. The requested changes do not involve any expansion, intensification, or increase in size of the land use or structure.

18.104.210 – Time Limits and Extensions

A. Expiration of Permit.

1. A permit not exercised within two years shall expire and become void, except where an extension of time is approved as allowed by Subsection C (Extension of Time) below.
2. A permit shall expire and become void if the permitted land use ceases for one year or longer.

B. Exercised Defined. A permit or approval shall be considered exercised when:

1. A building permit is issued and construction has commenced;
2. A certificate of occupancy is issued; or
3. The land use is established.

C. Extension of Time. The Community Development Director may approve extensions to a permit in the following manner:

1. The Community Development Director may approve up to two two-year extensions (four years total) to a permit.
2. The applicant shall submit to the Development Services Department a written request for an extension of time no later than ten days before the expiration of the permit.
3. The Community Development Director may extend the permit if the applicant has proceeded in good faith and has exercised due diligence in efforts to exercise the permit in a timely manner.
4. The burden of proof is on the applicant to demonstrate that the permit should be extended.
5. The Community Development Director may choose to refer any extension of time requests to the Planning Commission for review and final decision.

18.104.220 – Resubmittals

- A. Resubmittals Prohibited.** For a period of twelve months following the denial or revocation of a permit, the City shall not accept an application for the same or substantially similar permit for the same site, unless the denial or revocation was made without prejudice, and so stated in the record.
- B. Determination.** The Community Development Director shall determine whether the new application is for a permit which is the same or substantially similar to the previously denied or revoked permit.
- C. Appeal.** The determination of the Community Development Director may be appealed to the Planning Commission, in compliance with Chapter 18.112 (Appeals).

18.104.230 – Permits to Run with the Land

Permits issued in compliance with the Zoning Code remain valid upon change of ownership of the site, structure, or land use that was the subject of the permit application.

18.104.240 – Permit Revocation

Any discretionary permit may be revoked as provided for in this section.

- A. Review Authority.**
 - 1. A permit may be revoked by the review authority which originally approved the permit.
 - 2. In instances where the Community Development Director was the approval authority, the Community Development Director may choose to refer any action to revoke a permit to the Planning Commission for review and final decision.
- B. Property Owner Notification.** Prior to initiating proceedings to revoke a permit, the Community Development Director shall notify the property owner of the permit violations, identify necessary corrections, and establish a reasonable period within which the property owner shall correct the violations. If the property owner has not corrected the violation within the specified period of time, the City may proceed with the process to revoke the permit.
- C. Public Notice and Hearing.** Public notice and hearing for any action to revoke a permit shall be provided in compliance with Section 18.104.090 (Notice of Hearing).
- D. Findings.** The review authority may revoke a permit only if one or more of the following findings can be made:
 - 1. The applicant or property owner has altered the circumstances under which the permit was granted to a degree that one or more of the findings required to grant the original permit can no longer be made.

2. Permit issuance was based on misrepresentation by the applicant, either through the omission of a material statement in the application, or in public hearing testimony.
3. One or more conditions of approval have been violated, or have not been complied with or fulfilled.
4. The use or structure for which the permit was granted no longer exists or ceases for a continuous period of at least twelve months.
5. The applicant or property owner has failed or refused to allow inspections for compliance.
6. Improvements authorized by the permit are in violation of the Zoning Code or any law, ordinance, regulation, or statute.
7. The use or structure is being operated or maintained in a manner which constitutes a nuisance.

E. Effect of Revocation. The revocation of a permit shall have the effect of terminating the approval and denying the privileges granted by the permit.

Chapter 18.108 – SPECIFIC PERMIT REQUIREMENTS

Sections:

- 18.108.010 – Purpose
- 18.108.020 – Administrative Use Permits
- 18.108.030 – Conditional Use Permits
- 18.108.040 – Design Permit
- 18.108.050 – Historic Alteration Permit
- 18.108.060 – Historic Demolition or Relocation Permit
- 18.108.070 – Minor Exceptions
- 18.108.080 – Sign Permits
- 18.108.090 – Temporary Use Permits
- 18.108.100 – Variances

18.108.010 – Purpose

This chapter identifies procedures for specific types of permits and approvals required by the Zoning Code.

18.108.020 – Administrative Use Permits

- A. Purpose.** An Administrative Use Permit is required for land uses that are generally appropriate within a district, but potentially undesirable on a particular parcel or in large numbers. An Administrative Use Permit is a discretionary action that enables the Community Development Director to ensure that a proposed use is consistent with the General Plan and will not create negative impacts to adjacent properties or the general public.
- B. When Required.** Land uses that require an Administrative Use Permit are shown in the land use regulation tables for each zoning district found in Part 2 (Zoning District Standards).
- C. Review Authority.** The Community Development Director takes action on Administrative Use Permit applications. The Community Development Director may refer any Administrative Use Permit application to the Planning Commission for review and final decision.
- D. Public Notice and Hearing.** Public notice of a pending action on an Administrative Use Permit application shall be provided in compliance with Section 18.104.100 (Notice of Pending Action). The Community Development Director shall hold a public hearing for a minor use permit application only upon receiving a written request for a public hearing as provided in Section 18.104.090.

E. Findings for Approval. To approve an Administrative Use Permit, the review authority shall make all of the following findings:

1. The proposed use is allowed in the applicable district.
2. The proposed use is consistent with the General Plan, Zoning Code, and any applicable specific plan or area plan adopted by the City Council.
3. The site is suitable and adequate for the proposed use.
4. The location, size, design, and operating characteristics of the proposed use will be compatible with the existing and future land uses in the vicinity of the property.
5. The proposed use will not be detrimental to the public health, safety, and welfare.
6. The proposed use would not have a substantial adverse effect in traffic circulation and on the planned capacity of the street system.
7. The proposed use is properly located within the city and adequately served by existing or planned services and infrastructure.

18.108.030 – Conditional Use Permits

A. Purpose. A Conditional Use Permit is required for land uses that are generally appropriate within a district, but potentially undesirable on a particular parcel or in large numbers. A Conditional Use Permit is a discretionary action that enables the Planning Commission to ensure that a proposed use is consistent with the General Plan and will not create negative impacts to adjacent properties or the general public.

B. Review Authority. The Planning Commission shall review and act on all Conditional Use Permit applications.

C. When Required. Land uses that require a Conditional Use Permit are shown in the land use regulation tables for each zoning district found in Part 2 (Zoning Districts and Overlay Zones).

D. Public Notice and Hearing. The Planning Commission shall review and act on a Conditional Use Permit application at a noticed public hearing in compliance with Chapter 18.104 (Common Permit Requirements).

E. Findings for Approval. To approve a Conditional Use Permit, the Planning Commission shall make all of the following findings:

1. The proposed use is allowed in the applicable district.
2. The proposed use is consistent with the General Plan, Zoning Code, and any applicable specific plan or area plan adopted by the City Council.
3. The site is suitable and adequate for the proposed use.
4. The location, size, design, and operating characteristics of the proposed use will be compatible with the existing and future land uses in the vicinity of the property.

5. The proposed use will not be detrimental to the public health, safety, and welfare.
6. The proposed use would not have a substantial adverse effect in traffic circulation and on the planned capacity of the street system.
7. The proposed use is properly located within the city and adequately served by existing or planned services and infrastructure.

18.108.040 – Design Permit

A. Purpose. A Design Permit is a discretionary action that enables the City to ensure that proposed development exhibits high quality design consistent with the General Plan and any other applicable specific plan or area plan adopted by the City Council. The Design Permit process is also intended to ensure that new development and uses are compatible with their surroundings and minimize negative impacts on neighboring properties.

B. Review Authority.

1. The Community Development Director shall review and act on all Design Permit applications.
2. The Community Development Director may refer any Design Permit application to the Planning Commission for review and final decision.
3. The City Council shall review and act on all Design Permit applications for new City projects (e.g., new municipal buildings, parks) determined by the Community Development Director to be significant in accordance with Subsection D below.

C. When Required. The following types of projects require a Design Review permit:

1. Three or more new residential units.
2. One or more new residential unit on a sensitive site as defined in Subsection E (Sensitive Sites) below.
3. New non-residential buildings, structures physical site improvements determined to be significant in accordance with Subsection D (Significant Projects) below.
4. Additions to existing buildings, structures, or other physical site improvements visible from a public right-of-way and determined to be significant in accordance with Subsection D (Significant Projects) below. Single-family homes are exempt unless the home is on a sensitive site as defined in Subsection E below.
5. Additions to existing residences located on a sensitive site as defined in Subsection E below.
6. Site alterations that change the topography of the currently developed site area on a sensitive site as defined in Subsection E below.
7. Relocation of existing buildings, structures or other physical site improvements.

8. Exterior changes to existing buildings, structures or other site improvements determined to be significant in accordance with Subsection D (Significant Projects) below. Single-family homes are exempt unless the home is on a sensitive site as defined in Subsection E below.
9. Grading of more than 50 cubic yards on slopes greater than ten percent.
10. New accessory structures including secondary dwelling units or guest homes on a sensitive site as defined in Subsection E below.
11. City projects, including but not limited to municipal buildings, parks and open spaces, landscaping within the right-of-way, and street furniture.
12. Other projects determined by the Community Development Director to be significant or which may adversely affect the environment or adjacent development.

D. Significant Projects.

1. The Community Development Director shall determine whether a project in Subsection C above is significant and thus requires a Design Review permit. When determining if a project is significant, the Community Development Director shall consider:
 - a. The visual prominence of the project when viewed from the public right-of-way and/or private property;
 - b. The project height, mass, and area of site disturbance;
 - c. The type, character, and proximity of adjacent development; and
 - d. The potential of the project to create adverse impacts on adjacent uses or the community at large.
2. The Community Development Director's determination that a project is significant may be appealed to the Planning Commission in accordance with Chapter 18.112 (Appeals).

E. Sensitive Sites.

1. The Community Development Director may require a Design Permit for a project located on a sensitive site where a Design Permit may not otherwise be required.
2. The Community Development Director's determination that a site is sensitive and that a Design Permit is required may be appealed to the Planning Commission in accordance with Chapter 18.112 (Appeals).
3. The City shall consider a site to be sensitive if the site:
 - a. Contains a notable natural feature such as a hillside, ridgeline, watercourse, major drainage way or floodplain;

- b. Contains or is immediately adjacent to a mapped riparian habitat area or a mapped critical habitat for federally listed endangered species;
- c. Is within an official earthquake fault zone as defined in Section 18.30.060 (Active Fault Surface Rupture Overlay Zone);
- d. Contains slopes in excess of ten percent or within the Hillside Combining District;
- e. Is within a seismic hazard zone as defined in Chapter 18.70 (Geologic Hazards);
- f. Is within 200 feet of a lake or shore;
- g. Is within 50 feet of a stream or watercourse; or
- h. Contains known, mapped, potentially significant or listed cultural or historic resources as defined in Chapter 18.60 (Historical Resources).

F. Exempt Projects. In all cases the following projects shall be exempt from the requirement to obtain a Design Permit:

- 1. Building additions less than 500 square feet which will not be visible from a public right-of-way.
- 2. Exterior modifications to existing buildings that are not visible from any public right-of-way.
- 3. Parking lot resurfacing and re-striping, or minor alterations to parking lots, provided the number of spaces is not reduced or the property provides the minimum number of on-site parking spaces as required by Chapter 18.72 (Parking and Loading).
- 4. Replacement or addition of existing windows, doors, or roofing materials.
- 5. Repainting or retexturing exterior building walls with similar or higher quality materials.
- 6. Addition of plant material and/or planter areas that occupy less than 20 percent of the site or removal or modification of a minor amount of existing landscape area.
- 7. Replacement of existing awnings or trellises, or the addition of an awnings or trellises less than 5 feet in width.
- 8. Replacement of existing walls and fencing.
- 9. Addition, relocation, or replacement of trash enclosures, mechanical screens, and light fixtures.
- 10. Remodel or addition of ramps, pathways or parking to accommodate the requirements of federal, state or local accessibility laws.
- 11. Murals with or without signage that comply with Chapter 18.76 (Signs) and any applicable specific plan or area plan.

12. Other projects determined by the Community Development Director to be a minor or incidental modification to an existing building, structure, or site feature.

G. Public Notice and Hearing.

1. Public notice of a pending action on a Design Permit application reviewed by the Community Development Director shall be provided in compliance with Section 18.104.100 (Notice of Pending Action). The Community Development Director shall hold a public hearing for a Design Permit application only upon receiving a written request for a public hearing as provided in Section 18.104.10.
2. The Planning Commission and City Council shall review and act on a Design Permit application at a noticed public hearing in compliance with Chapter 18.104 (Common Permit Requirements).

H. Design Review Criteria. When considering Design Permit applications, the City shall evaluate applications to ensure that they satisfy the following criteria, comply with the development standards of the zoning district, conform to policies of the General Plan and any applicable specific plan, and are consistent with any other policies or guidelines the City Council may adopt for this purpose. To obtain Design Permit approval, projects must satisfy these criteria to the extent they apply.

1. **Community Character.** The overall project design including site plan, height, massing, architectural style, materials, and landscaping contribute to Morgan Hill's unique small-town character and distinctive sense of place.
2. **Neighborhood Compatibility.** The project is designed to respect and complement adjacent properties. The project height, massing, and intensity is compatible with the scale of nearby buildings. The project design incorporates measures to minimize traffic, parking, noise, and odor impacts on nearby residential properties.
3. **Pedestrian Environment.** Buildings incorporate design features that support an active public realm and an inviting pedestrian environment.
4. **Privacy.** The orientation and location of buildings, entrances, windows, doors, decks, and other building features minimizes privacy impacts on adjacent properties and provides adequate privacy for project occupants.
5. **Safety.** The project promotes public safety and minimizes opportunities for crime through design features such as property access controls (e.g., placement of entrances, fences), increased visibility and features that promote a sense of ownership of outdoor space.
6. **Massing and Scale.** The massing and scale of buildings complement and respect neighboring structures and correspond to the scale of the human form. Large volumes are divided into small components through varying wall planes, heights, and setbacks. Building placement and massing avoids impacts to public views and solar access.

7. **Architectural Style.** Buildings feature an architectural style that is compatible with the surrounding built and natural environment, is an authentic implementation of appropriate established architectural styles, and reflects Morgan Hill's unique small-town character.
 8. **Articulation and Visual Interest.** Building facades are well articulated to add visual interest, distinctiveness, and human scale. Building elements such as roofs, doors, windows, and porches are part of an integrated design and relate to the human scale. Architectural details such as trim, eaves, window boxes, and brackets contribute to the visual interest of the building.
 9. **Materials.** Building facades include a mix of natural, high-quality, and durable materials that are appropriate to the architectural style, enhance building articulation, and are compatible with surrounding development.
 10. **Parking and Access.** Parking areas are located and designed to minimize visual impacts and support a pedestrian-friendly environment. Safe and convenient connections are provided for pedestrians and bicyclists.
 11. **Landscaping.** Landscaping is an integral part of the overall project design, is appropriate to the site and structures, and enhances the surrounding area.
 12. **Open Space and Public Places.** Single-family dwellings feature inviting front yards that enhance Morgan Hill's residential neighborhoods. Multi-family residential projects include public and private open space that is attractive, accessible, and functional. Non-residential development provides semi-public outdoor spaces, such as plazas and courtyards, which help support pedestrian activity within an active and engaging public realm.
 13. **Signs.** The number, location, size, and design of signs complement the project design and are compatible with the surrounding context.
 14. **Lighting.** Exterior lighting is an integral part of the project design with light fixtures designed, located, and positioned to minimize illumination of the sky and adjacent properties.
 15. **Accessory Structures.** The design of detached garages, sheds, fences, walls, and other accessory structures relate to the primary structure and are compatible with adjacent properties.
 16. **Mechanical Equipment, Trash Receptacles, and Utilities.** Mechanical equipment, trash receptacles, and utilities are contained within architectural enclosures or fencing, sited in unobtrusive locations, and/or screened by landscaping.
- I. **Residential Design Criteria.** In addition to the criteria in Subsection H above, new residential development that requires a Design Permit shall also comply with the design criteria in Chapter 18.36 (Residential Design Criteria).

J. Findings for Approval. To approve a Design Permit, the review authority shall make all of the following findings:

1. The proposed project is consistent with the General Plan and any applicable specific plan, area plan, or other design policies and regulations adopted by the City Council.
2. The proposed project complies with all applicable provisions of the Zoning Code and Municipal Code.
3. The proposed project substantially complies with all applicable design standards and guidelines contained in the Design Review Handbook.
4. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).
5. The proposed development will not be detrimental to the public health, safety, or welfare or materially injurious to the properties or improvements in the vicinity.
6. The proposed project complies with all applicable Design Review criteria in Subsection H above.
7. For new residential development, the project complies with commitments made through the Residential Development Control System (RDCS).

18.108.050 – Historic Alteration Permit

See Section 18.60.080 (Historic Alteration Permits).

18.108.060 – Historic Demolition or Relocation Permit

See Section 18.60.090 (Historic Demolition or Relocation Permits).

18.108.070 – Minor Exceptions

A. Purpose. A Minor Exception allows for small deviations from development standards to accommodate projects which meet the needs of property owners, are consistent with the purpose of the Zoning Code and General Plan, and do not negatively impact neighboring properties or the community at large.

B. When Allowed.

1. **Permitted Exceptions.** The City may approve a Minor Exception to allow for the following physical development standards:
 - a. Maximum fence and wall height as allowed by Section 18.52.050 (Exceptions to Height Limits)
 - b. Minimum setbacks as allowed by Section 18.56.030 (Setback Exceptions)
 - c. Maximum lot coverage as allowed by Section 18.56.040 (Lot Coverage Exceptions)

- d. Up to ten percent of the minimum lot width in the applicable zoning district to facilitate the subdivision of an existing infill lot of record from one to two lots.
 - e. Maximum building height as allowed by Section 18.56.020 (Height Exceptions)
 - f. Number of required on-site parking spaces and dimensional standards for parking spaces, driveways, parking lots, and loading areas as allowed by Section 18.72.060.K (Adjustments to Parking Design and Development Standards).
 - g. Other similar dimensional standards up to ten percent of the required standard with Planning Commission approval.
2. **Excluded Modifications.** The City may not approve Minor Exception for:
- a. Lot area or depth;
 - b. Minimum number of off-street parking spaces;
 - c. Maximum residential density; and
 - d. Maximum floor area ratio (FAR).

C. Review Authority.

- 1. The Community Development Director shall review and take action on Minor Modifications applications listed in Paragraph B.1(a) through B.1(e) above.
- 2. Planning Commission shall review and take action on all other requested exceptions as allowed by Paragraph B.1(f) above.

D. Public Notice and Hearing.

- 1. Public notice of a pending action on a Minor Exception application reviewed by the Community Development Director shall be provided in compliance with Section 18.104.100 (Notice of Pending Action). The Community Development Director shall hold a public hearing for a Minor Exception application only upon receiving a written request for a public hearing as provided in Section 18.104.100.
- 2. The Planning Commission shall review and act on a Minor Exception application at a noticed public hearing in compliance with Chapter 18.104 (Common Permit Requirements).

E. Findings for Approval. To approve a Minor Exception application, the review authority shall make all of the following findings:

- 1. The exception will be compatible with adjacent structures and uses and is consistent with the character of the neighborhood or district where it is located.
- 2. The exception will not adversely impact neighboring properties or the community at large.
- 3. The exception is necessary due to unique characteristics of the subject property, structure, or use.

4. The modification is consistent with the purpose of the zoning district, the General Plan, and any applicable specific plan or area plan adopted by the City Council.
5. The exception will not establish an undesirable precedent.

18.108.080 – Sign Permits

See Section 18.88.030.A (Sign Permits).

18.108.090 – Temporary Use Permits

- A. Purpose.** A Temporary Use Permit is a discretionary permit to allow short term activities that are compatible with surrounding uses and when conducted in compliance with this section and Section 18.92.150 (Temporary Uses and Structures).
- B. When Required.** Types of temporary uses requiring a Temporary Use Permit are identified in Section 18.92.150.C (Temporary Uses Requiring a Use Permit).
- C. Timing of Application.** Applications for a Temporary Use Permit shall be submitted a minimum of 30 days prior to the establishment of the temporary use.
- D. Review Authority.** The Community Development Director shall review and act on all Temporary Use Permit applications.
- E. Public Notice and Hearing.** Public notice and hearing is not required for the Community Development Director's decision on a Temporary Use Permit application.
- F. Findings for Approval.** To approve a Temporary Use Permit, the Community Development Director shall make all of the following findings:
 1. The proposed temporary use is consistent with the General Plan, Zoning Code, and any applicable specific plan or area plan adopted by the City Council.
 2. The location, size, design, and operating characteristics of the proposed temporary use will be compatible with the land uses in the vicinity of the property.
 3. The proposed temporary use will not be detrimental to the public health, safety, and welfare.
 4. The site for the proposed temporary use is adequate in size and shape to accommodate the temporary use without negatively impacting properties adjacent and near to the site.
 5. The site for the proposed temporary use is adequately served by streets and parking areas to accommodate
- G. Conditions of Approval.** The Community Development Director may impose conditions on the approval of a Temporary Use Permit to ensure consistency with this section and the Zoning Code. Such conditions may include, but are not limited to the following:
 1. Provision for temporary parking facilities, including vehicle ingress and egress.

2. Measures to prevent or reduce nuisance factors such as glare, excessive illumination, noise, vibration, smoke, dust, dirt, odors, gases, and heat.
3. Regulation of placement, height, size, and location of structures, facilities, landscaping and equipment, including provision for buffering and separation.
4. Provision for sanitary facilities and for waste collection and disposal.
5. Measures to promote safety and security.
6. Regulation of signs and other attention-gaining devices.
7. Regulation of operating hours and duration of the temporary use.
8. Regulation of the hours and duration of set-up and dismantling activities.
9. Any other conditions that will ensure the operation of the proposed temporary use is conducted in an orderly, efficient manner and in accordance with the intent and purpose of the Zoning Code.

H. Hold Harmless Agreement. As a condition of approval for a Temporary Use Permit, the applicant shall agree in writing to indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from any liability or claims for damages due to the granting of the Temporary Use Permit or on account of injury to any person, loss of life, or damage to property caused by, or arising out of, activities authorized by the Temporary Use Permit.

I. Cash Deposit.

1. For temporary uses that physically changes, alters and/or improves a site, the applicant shall submit to the City a minimum \$500 cash deposit prior to the issuance of the Temporary Use Permit. The cash deposit is intended to defray the cost of cleaning the site if the applicant fails to leave the property in a presentable and satisfactory condition and to guarantee removal of any temporary uses or structures.
2. After completion of the temporary use, the City shall inspect the site and determine if it has been returned to a presentable and satisfactory condition. The City shall return the cash deposit to the applicant upon finding that the deposit is not needed to clean the site or remove any temporary use of structures.
3. If an applicant does not return the site to a presentable and satisfactory condition, the City may use all or some of the cash deposit to clean the site or remove any temporary use of structures.
4. The Community Development Director may waive this cash deposit requirement upon finding that the requirement would be an unnecessary hardship for the applicant.

18.108.100 – Variances

- A. Purpose.** A Variance is a discretionary permit that allows for deviation from physical development standards in the Zoning Code. The City may grant a Variance only when the strict application of development standards creates a unique hardship due to unusual circumstances associated with the property.
- B. When Allowed.**
1. **Allowable Variances.** The City may grant a Variance to allow for deviation from any physical development standard that applies to the subject property. Examples of physical development standards include height, setbacks, open space, floor area ratio (FAR), and off-street parking requirements.
 2. **Variances Not Allowed.** A Variance may not be granted to:
 - a. Permit a use other than a use permitted in the zoning district as specified in Part 2 (Zoning District Standards).
 - b. Reduce the minimum lot size for single-family dwellings or minimum site area per dwelling unit requirements for multi-family developments.
 - c. Allow deviation from a requirement of the General Plan.
- C. Review Authority.** The Planning Commission shall review and take action on all Variance applications.
- D. Public Notice and Hearing.** The Planning Commission shall review and act on a Variance application at a noticed public hearing in compliance with Chapter 18.104 (Common Permit Requirements).
- E. Findings for Approval.** To approve a Variance, the Planning Commission shall make all of the following findings:
1. There are unique circumstances applicable to the subject property, including size, shape, topography, location, or surroundings, that do not generally apply to other properties in the vicinity or in the same zone as the subject property.
 2. The strict application of the Zoning Code requirements would deprive the subject property of privileges enjoyed by other property in the vicinity or in the same zone as the subject property.
 3. The Variance is necessary to preserve a substantial property right possessed by other property in the vicinity or in the same zone as the subject property.
 4. The Variance will not be materially detrimental to the public health, safety, or welfare, or be injurious to the property or improvements in the vicinity or in the same zone as the subject property.
 5. The Variance does not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity or in the same zone as the subject property.

- F. Precedent.** The approval of a Variance shall not set the precedent for the granting of any future Variance. Each application shall be considered only on its individual merits.

18.108.110 – Zoning Clearance

- A. Purpose.** A Zoning Clearance is a ministerial procedure used by the Development Services Department to verify that a proposed use, structure, or business complies with the Zoning Code. Zoning Clearances are processed as part of a building permit, grading permit, or business license application and do not require the submittal of a separate permit application.
- B. When Required.** A Zoning Clearance is required prior to the issuance of any building permit, grading permit, or businesses license.
- C. Review Authority.** The Development Services Department shall take action on all Zoning Clearances.
- D. Public Notice and Hearing.** No public notice or hearing is required for a Zoning Clearance.
- E. Review and Action.** The Development Services Department shall review building permit, grading permit, and business license applications to verify compliance with the Zoning Code. If the project complies with the Zoning Code, the Department shall approve the Zoning Clearance. Department staff shall attach a record of the approved Zoning Clearance to the approved building permit, grading permit, or business license application.

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Chapter 18.112 – APPEALS

Sections:

- 18.112.010 – Purpose
- 18.112.020 – Appeal Subjects and Jurisdiction
- 18.112.030 – Filing and Processing of Appeals
- 18.112.040 – Calls for Review
- 18.112.050 – Judicial Review

18.112.010 – Purpose

This chapter establishes procedures for the appeal of actions and decisions made by the Planning Commission and the Community Development Director. This chapter supplements general procedures for appeals to the City Council in Municipal Code Chapter 1.20 (Appellate Procedure). In the case of any conflict between this chapter and Chapter 1.20, this chapter governs.

18.112.020 – Appeal Subjects and Jurisdiction

- A. Community Development Director Decisions.** Any decision or interpretation of the Community Development Director may be appealed to the Planning Commission.
- B. Planning Commission Decisions.** Any decision of the Planning Commission may be appealed to the City Council.

18.112.030 – Filing and Processing of Appeals

- A. Eligibility.** Any person may submit an appeal of a decision by the Community Development Director or the Planning Commission. City officials and employees may appeal decisions as affected residents.
- B. Timing of Appeal.** An appeal shall be filed within ten calendar days following the date the decision was rendered, unless a longer appeal period is specified as part of the project approval.
- C. Form of Appeal.**
 1. An appeal shall be submitted in writing on an official City application form together with all required application fees.
 2. The appeal application shall state the pertinent facts and the basis for the appeal.
 3. The whole decision or part of the decision may be appealed. If an appellant chooses, an appeal may be taken solely from any finding, action, or condition.

D. Effect of Appeal. Once an appeal is filed, any action on the associated project is suspended until the appeal is processed and a final decision is rendered by the review authority.

E. Report and Scheduling of Hearing.

1. When an appeal has been filed, the Development Services Department shall prepare a report on the matter, including all of the application materials in question, and schedule the matter for a public hearing by the appropriate review authority within 90 days of receiving the appeal.
2. Notice of the hearing shall be provided and the hearing shall be conducted in compliance with Section 18.104.090 (Notice of Hearings).
3. Any interested person may appear and be heard regarding the appeal.
4. All appeals on a single project shall be considered together at the same hearing.

F. Hearing and Decision.

1. During the appeal hearing, the review authority may take action on the subject of the appeal or any aspect of the appealed project (de novo review). The review authority shall make its own decision supported by findings.
2. The review authority's decision may:
 - a. Affirm, affirm in part, or reverse the action that is the subject of the appeal;
 - b. Adopt additional conditions of approval that address the matter appealed; or
 - c. Remand the appeal for further review, recommendation, or action to the previous review authority.
3. The review authority's action shall be based upon findings of fact about the particular case. The findings shall identify the reasons for the action on the appeal and verify the compliance of the subject of the appeal with the Zoning Code.
4. A matter being heard on appeal may be continued for good cause (e.g., additional California Environmental Quality Act (CEQA) review is required).
5. If the hearing body is unable to reach a decision on the matter appealed, the appeal and the decision of the previous review authority shall remain in effect.

G. Effective Date of Appeal Decision.

1. **City Council's Decision.** A decision of the City Council on an appeal is final and shall be effective on the date the decision is rendered.
2. **Other Decisions.** A decision of the Planning Commission is final and effective after 5:00 p.m. on the tenth calendar day following the date the decision is rendered, when no appeal to the decision or call for review has been filed in compliance with this chapter. In the event the completion of the appeal period falls

on a weekend or holiday, the decision shall become effective after 5:00 pm on the first business day following the completion of the appeal period.

18.112.040 – Calls for Review

A. City Council Review. City Council may call for a review of any decision of the Community Development Director or Planning Commission.

B. Initiation. One or more members of the City Council may initiate a call for review by filing a written request with the Development Services Department within ten days following the date of the decision. The applicant of the matter called for review shall be notified within ten days of the initiation of a call for review.

C. Effect of Calls for Review.

1. Once a call for review is initiated, any action on the associated project is suspended until a final decision is rendered by the City Council.
2. The filing of a call for review does not extend the time in which an appeal of a decision may be filed; the normal appeal period will continue to run.
3. Where a call for review only applies to a limited issue, an individual may still appeal all or another part of a decision.

D. Report and Scheduling of Hearing.

1. When a call for review has been initiated, the Development Services Department shall prepare a report on the matter, including all of the application materials in question. The Department shall schedule the matter for a public hearing by the City Council within 90 days of receiving the call for review.
2. Notice of the hearing shall be provided, and the hearing shall be conducted in compliance with Section 18.104.090 (Notice of Hearings).
3. Any interested person may appear and be heard regarding the call for review.

E. Hearing and Decision.

1. During the public hearing, the City Council may consider any issue involving the matter called for review, in addition to the specific grounds for the call for review. The City Council may:
 - a. Affirm, affirm in part, or reverse the action that is the subject of the call for review; or
 - b. Adopt additional conditions of approval that may address issues or concerns.
2. The City Council's action shall be based upon findings of fact about the particular case. The findings shall identify the reasons for the action on the matter called for review, and verify the compliance of the matter with the Zoning Code.

3. Within 60 days of the initial public hearing on the call for review, the City Council shall render its decision on the matter, unless it is continued for good cause (e.g., additional CEQA review is required).
4. If the City Council is unable to reach a decision on the matter under review, the the decision of the previous review authority shall remain in effect.

F. Effective Date of Review Decision. A decision of the City Council is final and shall be effective on the date the decision is rendered.

18.112.050 – Judicial Review

No person may seek judicial review of a City decision on a permit or other matter in compliance with the Zoning Code until all appeals to the Planning Commission and City Council have been exhausted.

CHAPTER 18.114 – ZONING CODE AMENDMENTS

Sections:

- 18.114.010 – Purpose
- 18.114.020 – Initiation
- 18.114.030 – Application
- 18.114.040 – Planning Commission Hearing and Action
- 18.114.050 – City Council Hearing and Action
- 18.114.060 – Findings for Approval
- 18.114.070 – Effective Date
- 18.114.080 – Limitations on Resubmittals after Denial

18.114.010 – Purpose

This chapter establishes procedures for amending the Zoning Code and Zoning Map. All amendments to the Zoning Code shall be processed as set forth in Government Code Section 65853 et seq. and as specified in this chapter.

18.114.020 – Initiation

A. Zoning Map Amendment. A request for an amendment to the Zoning Map may be initiated by:

1. The City Council;
2. The Planning Commission;
3. The Community Development Director; or
4. One or more owners of the property for which the amendment is sought.

B. Zoning Code Text Amendment. A request for an amendment to the text of the Zoning Code may be initiated by the following:

1. The City Council;
2. The Planning Commission;
3. The Community Development Director; or
4. Any resident, property owner, or business owner in the city.

18.114.030 – Application

An application for a Zoning Code Amendment shall be filed and reviewed in compliance with Chapter 18.104 (Common Permit Requirements). The application shall include the information and materials required by the Development Services Department, together with all required application fees. For amendments submitted by a resident, property owner, or

business owner, it is the responsibility of the applicant to provide evidence in support of the findings required by Section 18.114.060 (Findings for Approval).

18.114.040 – Planning Commission Hearing and Action

- A. General.** The Planning Commission shall hold a public hearing on a proposed Zoning Map Amendment and Zoning Code Amendment in compliance with Section 18.104.090 (Notice of Hearings).
- B. Recommendation of Approval.** The Planning Commission may recommend to the City Council the approval or conditional approval of the proposed Zoning Map Amendment or Zoning Code Amendment, based upon the findings specified in Section 18.114.060 (Findings for Approval). The Planning Commission shall forward a written recommendation, and the reasons for the recommendation, to the City Council within 90 days after the date the hearing was closed to the public. A recommendation for approval shall be made by a majority vote of the total membership of the Planning Commission.
- C. Denial.** The Planning Commission may deny the proposed Zoning Code Amendment based upon the findings specified in Section 18.114.060 (Findings for Approval). For a Zoning Map Amendment, if the action of the Planning Commission is to recommend denial, the City Council is not required to take further action on the proposed amendment unless an interested party requests a hearing in writing with the City Clerk within ten days after the Planning Commission recommendation is filed with the City Council.

18.114.050 – City Council Hearing and Action

- A. General.** After receipt of the Planning Commission's recommendation to approve a proposed Zoning Code Amendment or Zoning Map Amendment, the City Council shall hold a public hearing on the proposal in compliance with Section 18.104.090 (Notice of Hearing).
- B. Approval or Denial.** The City Council may approve, conditionally approve, or deny the proposed Zoning Code Amendment or Zoning Map Amendment based upon the findings specified in Section 18.114.060 (Findings for Approval).
- C. Finality of Action.** The action by the City Council shall be made by a majority vote of the total membership of the City Council and shall be final and conclusive.
- D. Referral to Planning Commission.** If the City Council proposes to adopt a substantial modification to the Zoning Code Amendment not previously considered by the Planning Commission, the proposed modification shall be first referred to the Planning Commission for its recommendation.
- E. Failure to Report.** The failure of the Planning Commission to report back to the City Council within 40 days after the reference, or within the time set by the City Council, shall be deemed a recommendation of approval.

18.114.060 – Findings for Approval

The City Council may approve a Zoning Code Amendment or Zoning Map Amendment only if all of the following findings are made:

A. Findings for all Zoning Code and Zoning Map Amendments.

1. The proposed amendment is consistent with the General Plan and any applicable specific plan as provided by Government Code Section 65860.
2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

B. Additional Finding for Zoning Code Text Amendments. The proposed amendment is internally consistent with other applicable provisions of the Zoning Code.

C. Additional Finding for Zoning Map Amendments. The affected site is physically suitable in terms of design, location, shape, size, and other characteristics to ensure that the permitted land uses and development will comply with the Zoning Code and General Plan and contribute to the health, safety, and welfare of the property, surrounding properties, and the community at large.

18.114.070 – Effective Date

A Zoning Code Amendment becomes effective 30 days following the adoption of the ordinance by the City Council.

18.114.080 – Limitations on Resubmittals after Denial

If the City denies a Zoning Code or Zoning Map Amendment, the City may not accept an application for the same or substantially similar Zoning Code or Zoning Map Amendment except in the following cases:

- A.** Upon initiation by the City Council or Planning Commission;
- B.** The application requests a rezoning to a different zoning district than that previously requested; or
- C.** When the previous application was denied because the proposed amendment would not conform with the General Plan, and the General Plan has subsequently been amended in a manner which will allow the proposed amendment.

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Chapter 18.116 – DEVELOPMENT AGREEMENTS

Sections:

- 18.116.010 – Purpose
- 18.116.020 – Applications
- 18.116.030 – Contents of Development Agreements
- 18.116.040 – Consideration of Proposed Development Agreements
- 18.116.050 – Execution and Recordation of Development Agreement
- 18.116.060 – Annual Review
- 18.116.070 – Cancellation or Modification
- 18.116.080 – Miscellaneous Provisions

18.116.010 – Purpose

This chapter establishes procedures for the processing of Development Agreements in compliance with the Government Code Sections 65864 through 65869.5. Development Agreements are intended to:

- A. Strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic costs of development;
- B. Facilitate the development of large multi-phase developments, low income housing developments, and developments involving public service and facilities installations which may require several years to complete; and
- C. Promote orderly growth and development, economic welfare, and adequate circulation, utilities and services.

18.116.020 – Applications

An applicant for a development project may request that the City review a Development Agreement application in accordance with the following procedures. As used in this chapter, “applicant” means a person who has a legal or equitable interest in real property, and who applies for a Development Agreement for a project on that property in accordance with this chapter, and who executes and is bound by the terms of the Development Agreement. "Applicant" also includes a successor in interest to the rights and duties of the original applicant for a Development Agreement.

- A. **Forms and Information.** The applicant shall submit a Development Agreement application on a form prescribed by the Community Development Director. The Director shall identify submittal requirements for Development Agreement applications, and may require an applicant to submit additional information and supporting data to process the application.

- B. Fees.** At the time of initial filing of the application, the applicant shall pay fees and charges required to file and process the Development Agreement applications and to administer the approved Development Agreements, including annual reviews, in such amounts as established by resolution of the City Council.
- C. Authority to File Application.** An applicant shall have a legal or equitable interest in the real property which is the subject of the proposed Development Agreement. The Community Development Director shall require an applicant to submit proof of his or her interest in the real property and/or of the authority of any agent to act for the applicant. Such proof may include a title report, policy or guarantee, issued by a title company licensed to do business in the state, which demonstrates the required interest of the applicant in the real property.
- D. Initial Review of Application.**
1. The Community Development Director, or his or her designee, shall review each application to determine whether it is complete. If the application is found to be incomplete, the Community Development Director shall reject the application and, within 45 days after submittal of the application, shall inform the applicant of the items or steps necessary to complete the application.
 2. Following completion of the application, the Community Development Director shall determine whether a project is consistent with the General Plan and any applicable specific plan, including the precise development plan and guidelines of a Planned Unit Development (PUD) district, or if the applicant has submitted an application for any necessary amendments to the General Plan, PUD, or specific plan.
 3. In addition, the Community Development Director shall determine whether the project meets one of the following criteria:
 - a. The project is a residential development awarded a building allotment pursuant to Chapter 18.78 (Residential Development Control System) of Municipal Code Title 18 (Development Code); or
 - b. The project is a commercial or industrial development and these three criteria are met:
 - (1) The project site is three acres or more in area, and
 - (2) The project proposes to construct or rehabilitate multiple structures on the site, and the total floor area to be constructed or rehabilitated is at least 100,000 square feet, and
 - (3) The project envisions a long-term or phased build-out such that, at the time of application, designs of all buildings and improvements cannot be reasonably specified in the manner required of use permit applications; or the project is a commercial or industrial development and there are other unique or compelling reasons why the project or the potential benefits to

the community would warrant consideration in the form of a Development Agreement.

4. The Community Development Director shall also determine whether the proposed project comports with regulations of the zoning district in which the property lies, including identification of any aspects of the project which would require a variance were the application subject to review and action under the Zoning Code.

18.116.030 – Contents of Development Agreements

Following completion of the application and determination by the Community Development Director that the application meets the criteria described above, the City Manager, or his or her designee, shall provide the applicant with the City's standard Development Agreement. The City Manager, or his or her designee, shall negotiate specific components and provisions of the Development Agreement with the applicant. The negotiated Development Agreement shall comply with the following requirements:

- A. A Development Agreement shall specify its duration; the permitted uses of the subject property; the general location and density or intensity of uses; the general location, maximum height and size of proposed buildings; the relation of the project to adjacent properties; and provisions for reservation or dedication of land for public purposes. It shall contain provisions concerning its transferability to any successor owners of the property.
- B. A Development Agreement shall contain an indemnity clause requiring the applicant to indemnify, defend, and hold the City, its officers, officials, agents, and employees harmless against claims arising out of or related to the actions of applicant in connection with the application or the development process, including all legal fees and costs.
- C. A Development Agreement should clearly outline the benefits provided to the City from entering into the Development Agreement. Such benefits may include, but are not limited to:
 1. Construction of public facilities beyond those required as a condition of approval;
 2. Covenants to operate and maintain the private project at higher levels than would otherwise be required;
 3. Proposals to achieve General Plan goals not directly associated with the private project; and
 4. Other proposals which, in the judgment of the Planning Commission and City Council, provide public benefits sufficient to justify a Development Agreement.
- D. A Development Agreement should include requirements for construction and maintenance of onsite and off-site improvements or payment of fees in lieu of such dedications or improvements.

- E. A Development Agreement should include any conditions and restrictions imposed by the City with respect to the project, including conditions and restrictions proposed in the environmental review document prepared under the California Environmental Quality Act (CEQA), in order to eliminate or mitigate potential adverse environmental impacts of the project.
- F. A Development Agreement may provide that the project be constructed in specified phases, and may state construction shall commence within a specified time, and that the project or any phase thereof shall be completed within a specified time.
- G. A Development Agreement shall be a contract that is negotiated and voluntarily entered into by City and applicant and may contain any additional or modified conditions, terms or provisions agreed upon by the parties.
- H. A Development Agreement may also include conditions, terms, restrictions, and requirements for subsequent discretionary actions but does not eliminate the applicant's responsibility to obtain all required land use approvals.
- I. If a Development Agreement requires applicant financing of necessary public facilities, it may include terms relating to subsequent reimbursement over time for such financing.
- J. A Development Agreement may include any other provisions necessary to guarantee performance of obligations stated in the agreement.
- K. A Developments Agreement, or any part of a Development Agreement, may be subject to subsequent condemnation proceedings by the City.

18.116.040 – Consideration of Proposed Development Agreements

- A. **Negotiations.** The City Manager shall negotiate the specific components and provisions of the Development Agreement on behalf of the City.
- B. **Planning Commission Consideration.** Following negotiation of the Development Agreement, the Planning Commission shall consider the Development Agreement for recommendation to the City Council. Prior to making a recommendation for City Council action on a proposed Development Agreement, the Planning Commission shall hold a noticed public hearing to consider comments on the Development Agreement from other advisory bodies and from members of the public. The Planning Commission public hearing may, but need not, be held concurrently with the public hearing(s) on other land use approvals for the project..
- C. **Recommendation by Planning Commission.** Within 30 days after closing its public hearing, the Planning Commission shall make its recommendation in writing to the City Council. The recommendation shall include the Planning Commission's determination and supporting reasoning as to whether or not the proposed Development Agreement:
 - 1. Is consistent with the goals, objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plan;

2. Is compatible with the uses authorized in the zoning district in which the property is located;
3. Duly considers City mitigation programs in effect at the time of execution of the agreement;
4. 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;
5. Complies with the provisions of the California Environmental Quality Act; and
6. Will not adversely affect the orderly development of property or the preservation of property values.

D. City Council Public Hearing. The City Council shall hold a noticed public hearing prior to adoption of a Development Agreement. The City Council public hearing may, but need not, be held concurrently with the public hearing(s) on other land use approvals for the project.

E. Decision by City Council.

1. After the City Council completes the public hearing, it may accept, reject or conditionally accept the recommendation of the Planning Commission, or in the event the Planning Commission has failed to make a recommendation, the City Council shall approve, disapprove or conditionally approve the Development Agreement. The City Council may, but need not, refer matters not previously considered by the Planning Commission during its hearing back to the Planning Commission for report and recommendation. The Planning Commission may, but need not, hold a public hearing on matters referred back to it by the City Council.
2. The City Council shall not approve a proposed Development Agreement unless it finds that its provisions are consistent with the General Plan and any applicable specific plan. This requirement may be satisfied by a finding that the provisions of a proposed Development Agreement are consistent with proposed General Plan or specific plan amendments which are to be adopted concurrently with the approval of the proposed Development Agreement. A finding of consistency may be made if, considering the General Plan and/or specific plan as a whole and balancing competing provisions as appropriate, the City determines that the proposed Development Agreement does not conflict with the provisions of the General Plan and/or specific plan.
3. A proposed Development Agreement shall be executed by the applicant before it is placed before the City Council for consideration at a public hearing.

F. Approval of Development Agreement. The City Council has the exclusive authority to approve the Development Agreement. Approval of a Development Agreement shall be by ordinance.

- G. Failure to Receive Notice.** The failure of any person to receive notice required by law or this chapter shall not affect the authority of the City to enter into, modify or terminate a Development Agreement, nor invalidate a Development Agreement entered into by the City under this chapter.

18.116.050 – Execution and Recordation of Development Agreement

- A.** Within ten days after the ordinance approving the Development Agreement takes effect, the City Manager shall execute the Development Agreement on behalf of the City, and the City clerk shall record the Development Agreement with the Santa Clara County Recorder.
- B.** If the parties to the agreement or their successors in interest amend or cancel the Development Agreement, or if the City terminates or modifies the Development Agreement for failure of the applicant to fully comply with the provisions of the Development Agreement, the City clerk shall record notice of such action with the Santa Clara County Recorder.

18.116.060 – Annual Review

A. Time for and Initiation of Review.

1. The City Manager shall review each approved Development Agreement at least once a year, at which time the applicant shall demonstrate compliance with the provisions of the Development Agreement.
2. The applicant shall initiate the required annual review by submitting a written request at least sixty days prior to the review date specified in the Development Agreement. The applicant shall also provide evidence as determined necessary by the City Manager to demonstrate compliance with the Development Agreement. The burden of proof by substantial evidence of compliance is upon the applicant.

- B. Finding of Compliance.** If the City Manager, on the basis of substantial evidence, finds compliance by the applicant with the Development Agreement, the City Manager shall issue a finding of compliance, which shall be in recordable form and may be recorded with the County Recorder after conclusion of the review.

C. Finding of Noncompliance.

1. If the City Manager finds the applicant has not complied with the provisions of the Development Agreement, the City Manager may issue a finding of noncompliance which may be recorded by the City with the County Recorder after it becomes final. The City Manager shall specify in writing to the applicant the respects in which applicant has failed to comply, and shall set forth terms of compliance and specify a reasonable time for the applicant to meet the terms of compliance.

2. If applicant does not comply with any terms of compliance within the prescribed time limits, the Development Agreement shall be subject to termination or modification pursuant to Section 18.116.070.B of this chapter.

D. Appeal of Determination. Within ten days after issuance of a finding of compliance or a finding of noncompliance, any interested person may file a written appeal of the finding with the City Council. The appellant shall pay fees and charges for the filing and processing of the appeal in amounts established by the City Council. The appellant shall specify the reasons for the appeal. The issuance of a finding of compliance or finding of noncompliance by the City Manager and the expiration of the appeal period without appeal, or the confirmation by the City Council of the issuance of the finding on such appeal, shall conclude the review for the applicable period and such determination shall be final.

18.116.070 – Cancellation or Modification

- A. Cancellation or Modification by Mutual Consent.** Any Development Agreement may be canceled or modified by mutual consent of the parties following compliance with the procedures specified in Section 18.116.040 of this chapter. A Development Agreement may also specify procedures for administrative approval of minor amendments by mutual consent of the applicant and the City Manager.
- B. Termination or Modification after Finding of Noncompliance.** If a finding of noncompliance does not include terms of compliance, or if applicant does not comply with the terms of compliance within the prescribed time limits, the City Manager may refer the Development Agreement to the City Council for termination or modification. The City Council shall conduct a public hearing. The burden of proof shall be on the applicant to establish at the public hearing that the Development Agreement has been complied with. After the public hearing, the City Council may terminate the Development Agreement, modify the finding of noncompliance, or rescind the finding of noncompliance, and issue a finding of compliance.
- C. Rights of the Parties after Cancellation or Termination.** In the event that a Development Agreement is canceled or terminated, all rights of the applicant, property owner or successors in interest under the Development Agreement shall terminate. If a Development Agreement is terminated following a finding of noncompliance, the City may, in its sole discretion, determine to return any and all benefits, including reservations or dedications of land, and payments of fees, received by the City.

18.116.080 – Miscellaneous Provisions

A. Effect of Development Agreement.

1. Unless otherwise specified in the Development Agreement, the City's rules, regulations and official policies governing permitted uses of the property, density and design, and improvement standards and specifications applicable to development of the property shall be those City rules, regulations and official policies in force on the effective date of the Development Agreement. The applicant shall not be exempt from otherwise applicable City ordinances or regulations pertaining to persons contracting with the City.
2. A Development Agreement shall not prevent the City, in subsequent actions applicable to the property, from applying new rules, regulations and policies which do not conflict with those rules, regulations and policies applicable to the property as set forth in the Development Agreement. A Development Agreement shall not prevent the City from denying or conditionally approving any subsequent land use permit or authorization for the project on the basis of such existing or new rules, regulations, and policies.
3. Unless otherwise specified in the Development Agreement, a Development Agreement shall not exempt the applicant from obtaining future discretionary land use approvals.

B. Rules Affecting Development Agreement. In the event that any regulation or law of the State of California or the United States, enacted or interpreted after a Development Agreement has been entered into, prevents or precludes compliance with one or more provisions of the Development Agreement, then the Development Agreement may be modified or suspended in the manner and pursuant to the procedures specified in the Development Agreement as may be necessary to comply with such regulation or law.

C. Enforcement of a Development Agreement. The procedures for enforcement, amendment, modification, cancellation or termination of a Development Agreement specified in this section and in California Government Code Section 65865.4 are non-exclusive. A Development Agreement may be enforced, amended, modified, canceled or terminated by any manner otherwise provided by law or by the provisions of the Development Agreement.

D. Public Hearings – Generally. Any public hearing held pursuant to this chapter shall be conducted as nearly as possible in accordance with the procedural standards prescribed in Chapter 18.104 (Common Permit Procedures) and the Government Code. Each person interested in the matters shall be given an opportunity to be heard. The applicant has the burden of proof at the public hearing on the proposed Development Agreement. No action, inaction or recommendation regarding a Development Agreement shall be set aside due to any error, irregularity, informality, neglect or omission ("error") as to any matter pertaining to the Development Agreement unless the error is prejudicial and the complaining party sustained and suffered actual

substantial injury, and that a different result would have been probable if the error had not occurred or existed. There is no presumption that an error is prejudicial or that injury was done if error is proven.

E. Judicial Review – Time Limitation.

1. Any judicial review of an ordinance approving or amending a Development Agreement shall be by writ of mandate pursuant to Section 1085 of the California Code of Civil Procedure. Judicial review of any City action taken pursuant to this chapter, other than approval or amendment of a Development Agreement, shall be by writ of mandate pursuant to Section 1094.5 of the California Code of Civil Procedure.
2. Any action or proceeding to attack, review, set aside, void or annul any decision of the City taken pursuant to this chapter shall not be maintained by any person unless the action or proceeding is commenced within 90 days after the effective date of the decision.

F. Irregularity in Proceedings. No action, inaction or recommendation regarding a proposed Development Agreement shall be held void or invalid or be set aside by a court by reason of any error, irregularity, informality, neglect or omission ("error") as to any matter pertaining to the petition, application, notice, finding, record, hearing, report, recommendation or any matter of procedure whatever, unless the error complained of was prejudicial and that by reason of the error, the complaining party sustained and suffered substantial injury, and that a different result would have been probable if the error had not occurred or existed. There is not a presumption that an error is prejudicial or that injury was done if an error is shown.

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Attachment: Exhibit A Complete Adopted Zoning Code (1783 : Adopt Ordinance 2277- Zoning Code Update)

Chapter 18.118 – REASONABLE ACCOMMODATIONS

Sections:

- 18.118.010 – Purpose
- 18.118.020 – When Allowed
- 18.118.030 – Review Authority
- 18.118.040 – Public Notice of Process Availability
- 18.118.050 – Application Requirements
- 18.118.060 – Review Procedure
- 18.118.070 – Criteria for Decision
- 18.118.080 – Conditions of Approval
- 18.118.090 – Appeals

18.118.010 – Purpose

This chapter establishes a procedure for requesting reasonable accommodation in land use, zoning and building regulations, to provide persons with disabilities equal access to housing consistent with the Federal Fair Housing Act (42 U.S.C. Section 3601 et seq.) and the California Fair Employment and Housing Act (Government Code Section 12955 et seq.). A reasonable accommodation is typically an adjustment to physical design standards to accommodate the placement of wheelchair ramps or other exterior modifications to a dwelling in response to the needs of a disabled resident.

18.118.020 – When Allowed

- A. Eligible Applicants.** A request for reasonable accommodation may be made by any person with a disability, their representative, or any entity, when the application of the Zoning Code or other land use or building regulation, policy, or practice acts as a barrier to fair housing opportunities.
- B. Definition.** A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having this type of impairment, or anyone who has a record of this type of impairment.
- C. Eligible Request.** A request for reasonable accommodation may include a request for a modification or exception to the rules, standards, and practices for the siting, development, and use of housing or housing-related facilities that would eliminate regulatory barriers.

18.118.030 – Review Authority

- A. Community Development Director.** The Community Development Director shall take action on reasonable accommodation applications unless the application is filed for concurrent review with an application for discretionary review by the Planning Commission or City Council.
- B. Other Review Authority.** If a reasonable accommodation application is submitted concurrently with a permit application that will be reviewed by the Planning Commission or City Council, the reasonable accommodation application shall be reviewed by the Planning Commission or City Council.
- C. Referral to Planning Commission.** The Community Development Director may refer any reasonable accommodation application to the Planning Commission for review and final decision.

18.118.040 – Public Notice of Process Availability

Notice of the availability of the reasonable accommodation process shall be publicly displayed at City Hall. Forms for requesting reasonable accommodation shall be available to the public at the Development Services Department at City Hall.

18.118.050 – Application Requirements

- A. Application.** A request for reasonable accommodation shall be submitted on an application form provided by the Development Services Department together with applicable fees required by the Planning Fee Schedule. The application must include the following:
 1. The name and address of the individual(s) requesting reasonable accommodation;
 2. The name and address of the property owner(s);
 3. The address of the property for which the accommodation is requested;
 4. Description of the requested accommodation and the regulations, policy or procedures for which accommodation is sought; and
 5. Reason that the requested accommodation may be necessary to enable the individual(s) with the disability to use the dwelling.
- B. Review with Other Land Use Applications.** If the project for which the request for reasonable accommodation is being made also requires some other discretionary approval (e.g., Conditional Use Permit, Design Permit), then the applicant shall file the reasonable accommodation application materials together for concurrent review with the application for discretionary approval.
- C. Application Timing.** A request for reasonable accommodation may be filed at any time that the accommodation is necessary to ensure equal access to housing. A

reasonable accommodation does not affect an individual's obligation to comply with other applicable regulations not at issue in the requested accommodation.

- D. Application Assistance.** If an individual needs assistance in making the request for reasonable accommodation, the City will provide assistance to ensure that the process is accessible to the individual.

18.118.060 – Review Procedure

A. Director Review.

1. The Community Development Director shall make a written determination within 45 days and either grant, grant with modifications, or deny a request for reasonable accommodation.
2. If necessary to reach a determination on the request for reasonable accommodation, the Community Development Director may request further information from the applicant consistent with fair housing laws. In the event that a request for additional information is made, the 45-day period to issue a decision is stayed until the applicant submits the requested information.

- B. Other Review Authority.** The determination on whether to grant or deny the request for reasonable accommodation submitted concurrently with a discretionary permit application shall be made by the Planning Commission or City Council in compliance with the review procedure for the discretionary review.

18.118.070 – Criteria for Decision

The Community Development Director or the reviewing authority, as applicable, shall make a written determination and either approve, approve with modifications, or deny a request for reasonable accommodation based on consideration of all of the following factors:

- A.** Whether the housing which is the subject of the request will be used by an individual with disabilities protected under fair housing law.
- B.** Whether the request for reasonable accommodation is necessary to make housing available to an individual with disabilities protected under fair housing law.
- C.** Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the City.
- D.** Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a City program or law, including but not limited to land use and zoning.
- E.** Potential impacts on surrounding uses.
- F.** Physical attributes of the property and structures.
- G.** Availability of other reasonable accommodations that may provide an equivalent level of benefit.

18.118.080 – Conditions of Approval

In approving a request for reasonable accommodation, the reviewing authority may impose conditions of approval to ensure that the reasonable accommodation will comply with the criteria required by Section 18.118.070 (Criteria for Decision).

18.118.090 – Appeals

Reasonable accommodation decisions may be appealed consistent with Chapter 18.112 (Appeals). If an applicant needs assistance in filing an appeal on an adverse decision, the City will provide assistance to ensure that the appeals process is accessible.

Chapter 18.120 – ENFORCEMENT

Sections:

- 18.120.010 – Purpose
- 18.120.020 – Violations
- 18.120.030 – Permits and Approvals
- 18.120.040 – Enforcement Responsibility
- 18.120.050 – Enforcement Procedures
- 18.120.060 – Continuing Violations
- 18.120.070 – Remedies
- 18.120.080 – Remedies are Cumulative

18.120.010 – Purpose

This chapter establishes procedures to ensure compliance with the Zoning Code, obtain corrections for violation of the Zoning Code, and impose penalties for violations. These procedures supplement code enforcement provisions in Municipal Code Title 1 (General Provisions).

18.120.020 – Violations

Any use, structure, or activity that is established or maintained contrary to the requirements of the Zoning Code shall be unlawful and a violation of the Zoning Code, shall constitute a public nuisance, and shall be subject to the remedies and penalties provided for in this chapter.

18.120.030 – Permits and Approvals

All departments, officials, and public employees of the City assigned the authority to issue permits or other forms of authorization shall comply with the Zoning Code.

- A. Permits in Conflict with the Zoning Code.** Permits and other forms of authorizations that would be in conflict with the Zoning Code shall not be issued.
- B. Permits Deemed Void.** Any permits or other form of authorizations issued in conflict with the Zoning Code shall be void and of no effect.

18.120.040 – Enforcement Responsibility

- A. Building Official.** The Building Official shall have primary responsibility for enforcing provisions of the Zoning Code pertaining to the erection, construction, reconstruction, moving, conversion, or alteration of any structure.

- B. Community Development Director.** The Community Development Director shall have primary responsibility for enforcing all other provisions of this Code not listed in subsection A above. Other officers of the City as authorized by the Community Development Director shall share responsibility for enforcing provisions of this Code.

18.120.050 – Remedies

The City may choose to undertake any one or all of the following legal actions, in addition to all other remedies available, to correct and/or abate a violation of the Zoning Code.

- A. Revoke Permit.** The City may revoke a permit or other form of authorization consistent with Section 18.104.240 (Permit Revocation).
- B. Withhold Permit.** The City may deny or withhold permits or other forms of authorization.
- C. Approve Permit with Conditions.** The City may approve a permit or other form of authorization subject to the condition that the violation be corrected.
- D. Stop Work.** With or without revoking permits, the City may stop work in whole or in part on any building or structure.

18.120.060 – Remedies are Cumulative

The remedies and enforcement powers established in this chapter shall be cumulative, and the City may exercise them in any order or combination, at any time.

PART 5

Glossary

Chapter 18.124 – Land Use Definitions..... 124-1

- 18.124.010 – Purpose
- 18.124.020 – Residential Land Uses
- 18.124.030 – Public and Quasi-Public Uses
- 18.124.040 – Commercial Uses
- 18.124.050 – Industrial Uses
- 18.124.060 – Transportation, Communication, and Utility Uses
- 18.124.070 – Agriculture and Natural Resource Uses

Chapter 18.128 – General Terms.....128-1

- 18.128.010 – Purpose
- 18.128.020 – Definitions

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Chapter 18.124 – LAND USE DEFINITIONS

Sections:

- 18.124.010 – Purpose
- 18.124.020 – Residential Land Uses
- 18.124.030 – Public and Quasi-Public Uses
- 18.124.040 – Commercial Uses
- 18.124.050 – Industrial Uses
- 18.124.060 – Transportation, Communication, and Utility Uses
- 18.124.070 – Agriculture and Natural Resource Uses

18.124.010 – Purpose

This chapter defines the land uses permitted and conditionally permitted in within each zoning district as specified in Part 2 (Zoning Districts) of the Zoning Code.

18.124.020 – Residential Land Uses

- A. Accessory Dwelling Units.** A self-contained living unit, either attached to or detached from, and in addition to, the primary residential unit on the parcel.
- B. Agricultural Labor Accommodations.** Housing for transient labor, such as labor cabins or camps, where incidental to a permitted agricultural use.
- C. Caretaker Quarters.** A residence that is accessory to a nonresidential primary use of the site, where needed for security, or 24-hour care or supervision.
- D. Duets.** A residential structure that contains two independent dwelling units, each with its own entrance that are separated by a property line along a shared building wall with each unit located on a separate lot.
- E. Duplexes.** A single residential structure on one lot that contains two independent dwelling units, each with its own entrance.
- F. Group Housing.** Shared living quarters without separate kitchen or bathroom facilities for each room or unit, offered for rent for permanent or semi-transient residents on a weekly or longer basis. Includes rooming and boarding houses, single-room occupancy housing, dormitories, and other types of organizational housing, and extended stay hotels intended for long-term occupancy (30 days or more). Excludes “hotels and motels” and “residential care facilities.”
- G. Live/Work Units.** A building or space within a building that is used jointly for commercial and residential purposes.

- H. Mixed Use Residential.** A development project with both residential and commercial/office uses which are either 1) located together in a single building; or 2) in separate buildings on a single site of one or more contiguous properties.
- I. Multi-Family Dwellings.** A building that contains three or more dwelling units, with each unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. Includes multi-family senior housing limited to occupancy by persons 55 years of age or older for residents who are independent and do not require assistance with everyday living (“independent living”).
- J. Nursing Homes and Long-Term Care.** Establishments that provide twenty-four-hour medical, convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves, and is licensed as a skilled nursing facility by the State of California. Excludes “residential care facilities” and “senior housing.”
- K. Residential Care Facilities.**
1. A state licensed facility providing twenty-four-hour-a-day nonmedical residential living accommodations pursuant to the Uniform Building, Housing and Fire Codes. Care and supervision shall include, but not be limited to, any one or more of the following activities provided by a person or facility to meet the needs of the residents:
 - a. Assistance in dressing, grooming, bathing and other personal hygiene;
 - b. Assistance with taking medication and central storing and distribution of medications;
 - c. Arrangement of and assistance with medical and dental care;
 - d. Maintenance of house rules for the protection of residents;
 - e. Supervision of resident schedules and activities;
 - f. Maintenance and supervision of resident monies or property;
 - g. Monitoring food intake and special diets.
 2. Individual sleeping quarters with no more than half kitchens, a common dining facility which provides a sit down dining service at two distinct times per day and recreational features such as a lounge or recreation room shall be provided. Safety features designed for the needs of the elderly, such as emergency call systems which are linked to on-site staff which are available twenty-four hours per day, grab bars and handrails, special door hardware, cabinets, appliances and doorways designed to accommodate wheel chairs, and social services for residents which must also include at least three of the following: transportation services provided by the facility, housekeeping, facility provided linen/laundry, and organized social and recreational activities. Such facilities may have up to two manager's units which

contain full kitchen facilities. Residential care facility includes, but is not limited to, health facilities as defined in California Health and Safety Code (H&SC) Section 1250 et seq., Community Care Facilities (H&SC Section 1500 et seq.), Residential Care Facilities for the Elderly (H&SC Section 1569 et seq.), or Facilities for the Mentally Disordered or otherwise handicapped defined in California Welfare and Institutions Code (W&I Code Section 5000 et seq.), alcoholism or drug abuse recovery or treatment facilities (H&SC Section 11834.02), and other similar care facilities.

3. Supportive or transitional housing that provides medical care or services patients whose need for care or supervision exceeds a certain threshold (Section 1505 of the Health and Safety Code) shall obtain a license to operate from the State or the facility will be considered an apartment requiring participation in the city's residential development control system (RDCS).

- L. Residential Care Facilities, Small.** Any state-authorized, certified or licensed family-care home, foster home, or group home serving six or fewer mentally disordered or otherwise handicapped persons, or dependent and neglected children or the elderly, when such homes provide care on a twenty-four-hour a day basis.
- M. Single-Family Dwellings.** A residential structure designed for occupancy by one household. A single-family dwelling provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. Includes all construction types, including prefabricated and manufactured homes.
- N. Single-Family Attached Dwellings.** Three or more single-family dwelling units connected by common walls along the side property lines, sometimes called a townhouse or row house. Excludes “duplexes” and “duets.”
- O. Single-Family Detached Dwellings.** A detached building that contain one single-family dwelling.

18.124.030 – Public and Quasi-Public Uses

- A. Cemeteries.** Establishments primarily engaged in operating sites or structures reserved for the interment of human or animal remains, including crematories, mausoleums, burial places, columbariums, and memorial gardens.
- B. Colleges and Trade Schools.** Institutions of higher education providing curricula of a general, religious or professional nature, typically granting recognized degrees. Includes junior colleges, business and computer schools, management training, vocational education, and technical and trade schools.
- C. Community Assembly.** Facilities that provides space for public or private meetings or gatherings. Includes places of worship, community centers, meeting space for clubs and other membership organizations, social halls, union halls, banquet centers, and other similar facilities.

- D. Cultural Institutions.** Public or nonprofit institutions that engages in cultural, scientific, and/or educational enrichment. Includes libraries, museums, performing art centers, aquariums, environmental education centers, non-profit art centers and galleries, botanical gardens, and other similar uses.
- E. Day Care Centers.** Facilities that provides non-medical care and supervision of minors or adults for periods of less than 24 hours. Includes nursery schools, day nurseries, child care centers, infant day care centers, cooperative day care centers, adult day programs, and similar uses.
- F. Emergency Shelters.** Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.
- G. Government Offices.** Places of employment occupied by governmental agencies and their employees. Includes offices for administrative, clerical, and public contact functions but excludes corporation yards, equipment service centers, and similar facilities that primarily provide maintenance and repair services and storage facilities for vehicles and equipment
- H. Home Day Care.** Facilities providing daytime supervision and care for children where the provider permanently resides.
 - 1. **Home Day Care, Large.** A home day care facility supervising 9 to 14 children.
 - 2. **Home Day Care, Small.** A home day care facility supervising 8 children or less.
- I. Hospitals.** Facilities providing medical, psychiatric, or surgical services for sick or injured persons primarily on an in-patient basis, and including ancillary facilities for outpatient and emergency treatment, diagnostic services, training, research, administration, and services to patients, employees, or visitors.
- J. Instructional Services.** Establishments that offer specialized programs in personal growth and development. Includes music studios, drama schools, dance academies, art schools, tutoring schools, and instruction in other cultural and academic pursuits.
- K. Medical Offices and Clinics.** Facilities where medical, mental, dental, or other personal health services are provided on an outpatient basis using specialized equipment. Includes offices for physicians, dentists, and optometrists, diagnostic centers, blood banks and plasma centers, and emergency medical clinics offered exclusively on an out-patient basis. May include educational aspects such as medical instruction and/or training as well as house a laboratory, radiology/imaging, pharmacy, rehabilitation and other similar services as accessory uses. Excludes “hospitals.”
- L. Parks and Recreational Facilities.** Non-commercial facilities that provide open space and/or recreational opportunities to the public. Includes parks, community gardens, community centers, passive and active open space, wildlife preserves, playing fields, tennis courts, swimming pools, gymnasiums, and other similar facilities.

- M. Public Safety Facilities.** Facilities operated by a governmental agency for the purpose of protecting public safety. Includes fire stations and other fire-fighting facilities, police stations, public ambulance dispatch facilities, and other similar uses.
- N. Schools.** Educational institutions providing instruction to minors as required by the California Education Code. Includes elementary, junior high, and high schools.
1. **School, Public.** A school operated or under control of the Morgan Hill Unified School District or Santa Clara County Board of Education. Includes public charter schools.
 2. **School, Private.** A school operated or under control of an entity other than the Morgan Hill Unified School District or Santa Clara County Board of Education.
- O. Social Services.** Establishments providing assistance and aid to those persons requiring counseling and/or treatment for psychological problems, addictions, learning disabilities, and physical disabilities or to those persons in need of jobs, food, or clothing. Excludes residential care on an overnight, short-term, or long-term basis.

18.124.040 – Commercial Uses

- A. Adult Businesses.** See Section 18.92.020 (Adult Businesses) for definitions related to adult businesses.
- B. Animal-Related Uses.**
1. **Animal Boarding.** A facility for keeping, boarding, training, breeding or maintaining four or more dogs, cats, or other household pets not owned by the facility owner or operator. Includes kennels, pet day care, and animal shelters. Excludes “veterinarian clinics and hospitals” and pet shops that provide grooming services.
 2. **Equestrian Centers.** A commercial or private facility created and maintained for accommodating, training or competing horses. May include barn or stables, riding halls, and riding academies.
 3. **Veterinarian Clinics and Hospitals.** Office and medical treatment facilities used by veterinarians where animals receive medical and surgical treatment, including large and small animal veterinary clinics and animal hospitals. Grooming and temporary boarding of animals for thirty days is included if incidental to the hospital use. Excludes “animal boarding” and pet stores (“retail sales”).
- C. Banks and Financial Institutions.** A financial institution providing retail banking services. Includes only those institutions serving walk-in customers or clients, including federally-chartered banks, savings associations, industrial loan companies, and credit unions providing retail banking services to individuals and businesses. This classification expressly excludes payday lending businesses or check cashing businesses, and as a result, the establishment, expansion, or relocation of such businesses is prohibited. The term “payday lending business” means retail businesses owned or operated by a

"licensee" as that term is defined in California Financial Code section 23001(d). The term "check cashing business" means a retail business owned or operated by a "check casher" as that term is defined in California Civil Code section 1789.31.

- D. Business Support Services.** An establishment entirely within a building, providing other businesses and residents with goods and services including maintenance, repair and service, testing, and rental. Includes businesses providing services related to advertising and mailing; building maintenance; equipment rental and leasing; catering; party rentals; janitorial supplies and services; property management; messenger, courier, postal and delivery services; taxicab and limousine operations; ambulance services; nonemergency medical transport; office supply; packaging and labeling; photofinishing; photocopying, printing and blueprinting; security services; and knowledge-based computer software development and technical support.
- E. Cinemas and Theaters.** Facilities for indoor display of films and for live dramatic, musical, and artistic performances. Excludes theatres associated with "adult businesses."
- F. Commercial Recreation.** A facility providing recreation, amusement, and entertainment services for a fee or admission charge.
1. **Commercial Recreation, Indoor.** A commercial recreation facility primarily located indoors. Includes gymnasiums, health clubs, bowling alleys, indoor tennis and racquet courts, indoor swimming pools, laser tag and other similar games, indoor batting cages, electronic arcade games, pool halls, and other similar uses. Excludes "instructional services."
 2. **Commercial Recreation, Outdoor.** A commercial recreation facility primarily located outdoors. Includes batting cages, swimming pools, driving ranges, tennis courts, golf courses, miniature golf, and other similar uses.
- G. Drive-Through and Drive-in Facilities.** A facility where a customer, either by the design of physical facilities or by the service procedures offered, is served while remaining seated within a vehicle. Includes drive-through restaurants, coffee shops, pharmacies, banks, automatic car washes, and other similar land uses. Drive-through and drive-in facilities must be associated with a permitted use that has received all required permits and approvals (e.g., a Conditional Use Permit for a Fast Food Restaurant Use).
- H. Eating and Drinking Uses.**
1. **Bars and Nightclubs.** Businesses devoted to serving alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of such beverages. Includes cocktail lounges, lounges, taverns, and other similar uses.
 2. **Restaurants, Fast Food.** An establishment whose principal business is the sale of prepared or quickly prepared foods, frozen desserts, or beverages in disposable containers and wrappers to the customer for consumption either within the restaurant building or for carryout. Customers pay before food is consumed. The

fast food restaurant may include a drive-thru window and may allow consumption of foods, frozen desserts, or beverages within a motor vehicle parked upon the premises, at other facilities on the premises outside the restaurant building or at ancillary seating areas provided within the restaurant building. Fast food restaurants may include but are not limited bakeries, ice cream parlors, coffee and juice shops, pizza parlors, sandwich shops, and delicatessens.

3. **Restaurants, Sit-Down.**

a. An establishment with kitchen facilities whose principal business is the sale of foods, desserts, or beverages to the customer in a ready-to-consume state, and whose design or principal method of operation includes one or both of the following characteristics:

- (1) Customers, normally provided with an individual menu, are served their food, desserts, or beverages on reusable tableware by a restaurant employee at the same table or counter at which said items are consumed.
- (2) A cafeteria-type operation where food, desserts, or beverages generally are consumed within the restaurant building.

b. A facility shall be classified as a sit-down restaurant only if it receives at least 50 percent of its gross revenues from serving food. A sit-down restaurant may include a bar serving alcoholic beverages and may have a "take-out" component which does not include a drive through component (unless a Conditional Use Permit has been obtained), provided that the restaurant's on-site food sales account for more than 50 percent of its gross revenues.

4. **Tasting Rooms.** A facility allowing public tasting of wine, beer, and/or other alcoholic beverages with on-site and off-site retail sales directly to the public. The tasting facility must be directly affiliated with at least one commercial winery, brewery, or distillery located within Santa Clara County and licensed by the Alcoholic Beverage Control (ABC).

I. **Farmers Market.** A permanent or temporary market facility in which the primary activity is the sale of fresh agricultural goods on a year-round or seasonal basis and the sale of agricultural goods constitutes at least two-thirds of the gross sales for the use.

J. **Funeral Parlors and Mortuaries.** An establishment primarily engaged in the provision of services involving the care, preparation, or disposition of the human dead. Includes areas for assembly services and living quarters for the funeral parlor manager.

K. **Lodging Facilities.**

1. **Bed and Breakfast.** A residential structure that is in residential use with one or more bedrooms rented for overnight lodging and where meals may be provided.
2. **Hotels and Motels.** A facility with guest rooms or suites, provided with or without meals and no more than half kitchen facilities, rented to the general public for overnight or other temporary lodging (less than thirty days). Includes hotels,

motels, motor lodges, extended-stay hotels, and tourist courts. Lodging facilities may typically include services in addition to lodging, including restaurants, meeting facilities, personal services, and other accessory guest facilities including swimming pools, tennis courts, indoor athletic facilities, accessory retail uses, and parking.

- L. Mini-Storage.** One or more building in a controlled access and fully enclosed compound which contain separate storage spaces of varying size for the storage of customer's goods and possessions.
- M. Personal Services.** An establishment that provides services to individuals and that may provide accessory retail sales of products related to the services provided. Includes barber shops and beauty salons, tanning salons, nail salons, tattoo parlors, state-licensed massage and health spa establishments, shoe repair, jewelry repair, travel agents, small-item repair services, picture framing, video/DVD rental, decorating and design services, pet grooming, self-service laundry and cleaning services, laundry and cleaning pick-up stations (where bulk cleaning and servicing is done elsewhere), dry cleaners that directly serve individual customers, and other similar uses.
- N. Plant Nurseries.** An establishment where plants and other agricultural products are grown for transplanting, for use of stock for building and grafting, or for sale on the premises
- O. Professional Offices.** A place of employment occupied by businesses providing professional, executive, management, or administrative services. Includes offices for accountants, architects, advertising agencies, insurance agents, attorneys, commercial art and design services, non-retail financial institutions, real estate agents, news services, photographers, engineers, employment agencies, real-estate agents, and other similar professions. Excludes "medical offices and clinics."
- P. Retail.**
 - 1. **Building Materials.** An establishment engaged in the retail sale of lumber and other building materials primarily to contractors and home builders.
 - 2. **Convenience Markets.** A retail establishment which contains less than 5,000 square feet of gross floor area allocated for the sale of groceries, staples, dairy products, sundry items, tobacco products and/or alcoholic beverages. Includes liquor stores where all or the majority of the floor area for retail sales is allocated for the sale of alcoholic beverages. Excludes full-service grocery stores containing less than 5,000 square feet of gross floor area where at least ten percent of the floor area is allocated for the sale of fresh meat, seafood and fresh produce products.
 - 3. **General Retail.** Stores and shops selling merchandise to the general public. Includes grocery stores, specialty food markets, drug stores, general merchandise stores, department stores, clothing stores, pet stores, small hardware stores, cellular phone sales and service, florists, arts and crafts galleries, and other similar retail establishments. Excludes "building materials," "convenience markets," "home improvement centers," and "large commodity retail."

4. **Goods Produced On-Site.** A retail establishment selling goods produced by a related on-site manufacturing use.
5. **Home Improvement Centers.** A retail establishment which carries a full line of building materials, appurtenances and decorator items primarily for homeowners (not contractors) to improve and maintain individual dwellings. Excludes building supply yards and lumberyards for contractors and home builders (see “building materials”).
6. **Large Commodity Retail.** A retail use where more than 75 percent of the gross floor area is used for display, sales, and related storage of bulky commodities, and which typically generate a demand for fewer parking spaces than do other types of retail uses. Includes retail sale of carpeting and floor covering; catalog and mail order sales; construction equipment and machinery; garden and farm equipment; heating, ventilating, air conditioning, and other mechanical equipment and supplies; kitchen, bathroom and plumbing appliances, equipment and supplies; lumber and building materials; office furniture, equipment and machinery, including computers; and household furniture

Q. Vehicle-Related Uses.

1. **Fuel and Service Stations.** A retail business establishment supplying fuels and oil and minor accessories for automobiles. Includes establishments supplying gasoline, hydrogen, and electric vehicle charging as a primary land use. Includes incidental food and beverage sales, car wash facilities, minor automotive repair and service, and towing service with up to two trucks. Excludes body and fender work, painting, and other major automotive repairs.
2. **Towing and Impound.** Establishments primarily engaged in towing light or heavy motor vehicles, both local and long distance. May provide incidental services, such as vehicle storage and emergency road repair services.
3. **Vehicle Rentals.** The rental of automobiles and other similar light vehicles.
4. **Vehicle Repair and Maintenance, Major.** An establishment providing not provided for under "vehicle repair and maintenance, minor," including, but not limited to, general repair, rebuilding or reconditioning of: major vehicle components, such as engines, transmissions and differentials; non-passenger vehicles, motor homes or trailers and trucks exceeding one and one-half ton capacity; or body, frame or fender components, including collisions service, upholstery or painting.
5. **Vehicle Repair and Maintenance, Minor.** An establishment providing general service and maintenance of passenger cars and trucks not exceeding one and one-half ton capacity. Service may include the repair or replacement of worn or defective parts and gaskets external to the basic engine block, such as intake and exhaust manifolds, carburetors and water pumps; engine replacement; the repair or replacement of worn or defective brake parts, clutch parts, mufflers, exhaust

system parts, wheel bearings, shock absorbers, tires, batteries, spark plugs and other accessible minor parts; and maintenance work such as the changing or supplementing of vehicle fluids and the adjustment of mechanical components while on the vehicle.

6. **Vehicle Sales and Leasing.** The retail sales or rental of new or used vehicles. Includes the sale of vehicle parts and vehicle repair, provided that these activities are incidental to the sale of vehicles.
 7. **Vehicle Washing.** The washing, waxing, or cleaning of automobiles or similar light vehicles, including self-serve washing facilities.
- R. Wholesaling.** The sale of goods for resale, or the sale of goods produced or processed from raw or primary materials on the premises, or the sale of construction materials which require bulk delivery of the product.

18.124.050 – Industrial Uses

- A. Construction and Material Yards.** Storage of construction materials and/or heavy equipment on a site other than a construction site.
- B. Food and Beverage Production.** A manufacturing establishment producing or processing food products or beverages for off-site consumption and wholesale distribution where the processing of food is primarily from previously prepared or farmed ingredients.
- C. Manufacturing, Light.** The manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales and distribution of such products, but excluding basic industrial processing and custom manufacturing. Includes manufacture of electric and electronic instruments and devices. Excludes saw and planing mills and manufacturing uses involving primary production of wood, metal or chemical products from raw materials.
- D. Manufacturing, General.** Manufacturing of products from extracted or raw materials or recycled or secondary materials, or bulk storage and handling of such products and materials. Includes operations such as agriculture processing, apparel manufacturing; photographic processing plants; leather and allied product manufacturing; wood product manufacturing; paper manufacturing; chemical manufacturing; plastics and rubber products manufacturing; nonmetallic mineral product manufacturing; primary metal manufacturing; fabricated metal product manufacturing; and automotive and heavy equipment manufacturing.
- E. Research and Development.** A facility for scientific research and the design, development, and testing of electrical, electronic, magnetic, optical, pharmaceutical, chemical, and biotechnology components and products in advance of product manufacturing. Includes assembly of related products from parts produced off site

where the manufacturing activity is secondary to the research and development activities.

- F. Salvage and Wrecking.** Storage and dismantling of vehicles and equipment for sale of parts, as well as their collection, storage, exchange or sale of goods including, but not limited to, any used building materials, used containers or steel drums, used tires, and similar or related articles or property.
- G. Warehousing and Distribution.** A use engaged in storage, wholesale and distribution of manufactured products, supplies, and equipment to retailers; to industrial, commercial, institutional, farm, or professional business users; or to other wholesalers; or acting as agents or brokers in buying merchandise for or selling merchandise to such persons or companies. Includes merchant wholesalers; agents, merchandise or commodity brokers, and commission merchants; assemblers, buyers and associations engaged in the cooperative marketing of farm products; and bottling works.
 - 1. **Warehousing and Distribution, Large.** A warehousing distribution facility 75,000 square feet or more in building area.
 - 2. **Warehousing and Distribution, Small.** A warehousing distribution facility less than 75,000 square feet in building area.
 - 3. **Outdoor Storage.** Storage of commercial goods in open lots.

18.124.060 – Transportation, Communication, and Utility Uses

- A. Freight Terminals and Transfer.** Facilities for transfer and movement of freight, courier, and postal services by truck or rail. Excludes “light fleet-based services.”
- B. Light Fleet-Based Services.** Passenger transportation services, local delivery services, medical transport, and other businesses that rely on fleets of three or more vehicles with rated capacities less than 10,000 pounds. Includes parking, dispatching, and offices for taxicab and limousine operations, ambulance services, nonemergency medical transport, local messenger and document delivery services, and similar businesses. Excludes towing operations (see “Towing and Impound”) or delivery services with two or fewer fleet vehicles on site (see “Business Support Services”).
- C. Parking Lots and Structures.** Surface lots and structures for use of occupants, employees, or patrons on the subject site or offering parking to the public for a fee when such use is not incidental to another on-site activity.
- D. Recycling Facilities.**
 - 1. **Reverse Vending Machine.** An automated mechanical device that accepts, sorts and processes recyclable materials and issues a cash refund or a redeemable credit slip.
 - 2. **Recycling Collection Facility.** An incidental use that serves as a neighborhood drop-off point for the temporary storage of recyclable materials but where the processing and sorting of such items is not conducted on site.

3. **Recycling Processing Facility.** A facility that receives and processes recyclable materials. Processing means preparation of material for efficient shipment, or to an end-user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and remanufacturing.
- E. **Transportation Terminals.** Facilities for passenger transportation operations. Includes rail stations and bus terminals but does not include terminals serving airports or heliports.
- F. **Utilities, Major.** A permanent structure or facility providing a utility service to the general public. Includes generating plants, electric substations, solid waste collection, solid waste treatment and disposal, water or wastewater treatment plants, and similar facilities. Excludes utilities that are necessary to serve development within the immediate vicinity such as electrical distribution lines and underground water and sewer lines
- G. **Wireless Communication Facilities.** See Chapter 18.96 (Wireless Communication Facilities).

18.124.070 – Agriculture and Natural Resource Uses

- A. **Animal Raising and Production.** The keeping of cattle, sheep, goats, hogs, poultry, or other livestock on farms, rangeland, or pasture. Excludes slaughterhouses and animal product processing uses.
- B. **Animal Raising and Production, Intensive.** An animal raising and production operation that does not qualify as "Animal Raising and Production, Limited."
- C. **Animal Raising and Production, Limited.** An animal raising and production operation with no more than two livestock animals per acre up to a maximum of five animals; and no more than 15 chickens, turkeys, ducks or other poultry. Excludes dairies, hog farms, feedlots, aquaculture, confined animal feeding operations, and other similar intensive animal raising and production operations.
- D. **Crop Cultivation.** The growing and harvesting of agricultural produce for food and fiber. Includes farms, orchards, groves, greenhouses, lath houses, horticultural nurseries, and wholesale nurseries primarily engaged in growing crops, plants, vines, or trees and their seeds. May include accessory uses for packing, processing, treating, and storing crops grown on site provided such accessory uses are secondary to crop production activities. Excludes growing of marijuana.
- E. **Hunting Preserves.** A private or public area for hunting captive-bred game birds and other wildlife.
- F. **Urban Agriculture.** "Urban agriculture" means activities involving the raising, cultivation, processing, marketing, and distribution of food in urban areas.

1. “Home garden” means the property of a single-family or multifamily residence used for the cultivation of fruits, vegetables, plants, flowers, or herbs by the residents of the property, guests of the property owner, or a gardening business hired by the property owner.
2. “Community garden” means privately or publicly owned land used for the cultivation of fruits, vegetables, plants, flowers, or herbs by multiple users. Community gardens may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively by members of the group and may include common areas maintained or used by group members.
3. “Urban farm” means privately or publicly owned land used for the cultivation of fruits, vegetables, plants, flowers, or herbs by an individual, organization, or business with the primary purpose of growing food for sale.

G. Wildlife Refuges. An area designated for the protection of wild animals, within which hunting and fishing are either prohibited or strictly regulated.

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Chapter 18.128 – GENERAL TERMS

Sections:

18.128.010 – Purpose

18.128.020 – Definitions

18.128.010 – Purpose

This chapter provides definitions of terms and phrases used in the Zoning Code that are technical or specialized, or which may not reflect common usage. If any of the definitions in this chapter conflict with others in the Municipal Code, these definitions shall control for only the provisions of this Zoning Code. If a word is not defined in this chapter or in other chapters of the Zoning Code, the Community Development Director shall determine the appropriate definition.

18.128.020 Definitions

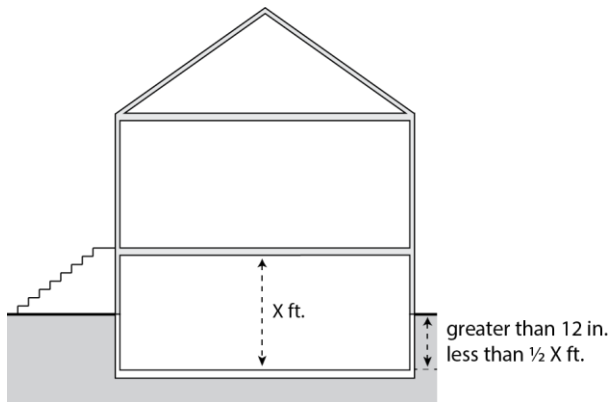
A. “A” Terms.

1. **Abutting.** Land having a common property line or district line, or separated only by a private street, alley, or easement.
2. **Accessory Structure.** A structure subordinate to the principal structure on the same lot.
3. **Adventure Sports Facility. Google search.**
4. **Agent of Owner.** Any person with written authorization to act on behalf of the property owner.
5. **Agriculture.** The use of the land for “crop production” and/or “animal raising and production.”
6. **Alley.** A public or private way not more than 30 feet wide, providing only secondary means of access to abutting property.
7. **Alteration.** A change any of the supporting members of buildings, such as bearing walls, columns, beams or girders.
8. **Ancillary Use.** A use subordinate to the principal use on the same lot and serving a purpose customarily incidental to the principal use.
9. **Attic.** The space within a building between the ceiling beams at the top story and the roof rafters

B. "B" Terms.

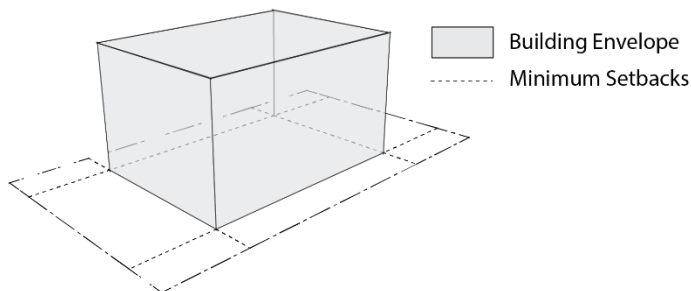
1. **Balcony.** A platform that projects from the wall of a building that is surrounded by a railing or balustrade and does not require separate understructure for support.
2. **Basement.** A story whose floor is more than 12 inches, but not more than one-half of its story height, below the average level of the adjoining ground (as distinguished from a "cellar," which is a story more than one-half below such level). See Figure 8.128-1.

FIGURE 8-128-1: BASEMENT DEFINITION



3. **Building.** Any structure having a solid roof supported by columns or walls, used or intended to be used for the shelter or enclosure of persons, animals or property. When such a structure is divided into separate parts by one or more unpierced walls extending from the ground up, each part is deemed a separate building, except as regards minimum side-yard requirements in the applicable district.
4. **Building Coverage.** The ratio of all principal and accessory buildings on a lot to the total lot area.
5. **Building Envelope.** The volume of space for the principal building as defined by the minimum setbacks and the maximum allowable building height in the applicable district. See Figure 18.128-2.

FIGURE 8-128-2: BUILDING ENVELOPE DEFINITION



6. **Building, Height.** The vertical distance from the average contact ground level at the front wall of the building to the highest point of the building. See Figure 18.128-3.

FIGURE 8-128-3: BUILDING HEIGHT



C. “C” Terms.

1. **California Room.** A room or space in a building where one or more sides is open and exposed (without a wall or windows) to adjacent outdoor space.
2. **Cessation of Use.** The discontinuation of a use, either temporarily or permanently, whether with the intent to abandon such use or not.
3. **City Geologist.** A registered professional geologist certified by the State of California in the specialty of engineering geology (C.E.G.) who is either a City staff member or a consultant retained by the City.
4. **Clear Triangle.** A triangular area bounded by the street right-of-way lines of a corner lot and a line joining points along said street lines 20 feet from the point of intersection.
5. **Commercial.** Any activity on or use of land which involves the buying, selling, processing or improving of things not produced on the land, and having financial gain as the primary aim of the activity or use, whether or not such activity or use is for hire or on account of the buyer, seller, processor or improver.
6. **Conditional Use.** A use that requires approval of a Conditional Use Permit or an Administrative Use Permit.
7. **Condominium.** Individual ownership of a dwelling unit within a multiple-unit structure exclusive of the land underlying such structure.
8. **Condominium Development.** A structure and appurtenant premises divided in ownership by the existence of the condominiums as defined in Section 783 of the California Civil Code. Includes instances where ownership is divided following

prior single ownership of the entire structure and premises, as well as new structures divided in ownership.

D. "D" Terms.

1. **Deck.** A platform, either freestanding or attached to a building, that is supported by piers, pillars or posts.
2. **Driveway.** A permanently surfaced area on a lot designed and required to provide direct access for vehicles between a street and a private garage, carport or other parking space, parking area, or loading area.
3. **Driveway Aisle, Major.** A driveway providing principal access to the parking area or the driveway providing principal circulation throughout the parking areas or premises.
4. **Driveway Apron.** A paved area providing principal access from a drive aisle or street right-of-way to a garage or other covered parking space.
5. **Dwelling.** A building or portion thereof designed or used exclusively as the residence or sleeping place of one or more persons. Excludes tents, cabins, trailers and trailer coaches.
6. **Dwelling Unit.** A room or group of rooms including living, sleeping, eating, cooking and sanitation facilities, constituting a separate and independent housekeeping unit, occupied or intended for occupancy by one family on a non-transient (less than 30-day stay) basis and having not more than one kitchen.
7. **Density.** The number of dwelling units permitted per net lot area.

E. "E" Terms

F. "F" Terms.

1. **Family.** An individual or group of individuals living together who constitute a bona fide single housekeeping unit in a dwelling unit. "Family" does not include a group of individuals occupying a hotel or lodging house of any kind.
2. **Fence.** A structure made of wire, wood, metal, masonry or other material used as a screen or enclosure for a field, yard or lot.
3. **Fence Height.** The vertical distance from the bottom to the top of the fence. Fences placed on top of a retaining wall do not include the height of retaining wall.
4. **Floodplain.** The portion of land adjacent to a creek channel which is covered by water during a 100-year flood event.
5. **Floodway.** A body or channel of a stream, and those portions of the floodplain adjoining the channel, that are required to carry and discharge the floodwater or flood flows of any river or stream, including but not limited to flood flows associated with the regulatory 100-year flood.

6. **Floor Area Ratio (FAR).** A ratio of the gross floor area of a building to the net area of the parcel on which the building is located. Building floor area is measured from the exterior faces of the walls. For residential uses, the gross floor area includes areas for covered parking and staircases on all levels. Basement area is not included in the gross floor area. Accessory structures are not included in the FAR calculation.
7. **Freeway.** A highway where owners of abutting lands have no right or easement of access to or from their abutting lands, or have only limited or restricted right or easement of access. "Freeway" has the same meaning as the term "freeway" as defined in the California Streets and Highways Code.
8. **Funeral Facility and Services.** An establishment where deceased are prepared for burial or cremation, and funeral services may be conducted. Includes funeral homes, funeral parlors, and crematoriums.

G. "G" Terms.

1. **Garage, Private.** An attached or detached accessory dwelling on a lot developed with a residential dwelling used by residents for the storage of passenger vehicles, and other vehicles and equipment permitted on the lot.
2. **Garage, Public.** A structure other than a private garage used for the storage, sale, hire, or care of motor vehicles.
3. **General Plan.** The General Plan of the City of Morgan Hill, California.
4. **Guest House.** A building containing living space that is heated/cooled, with a full bath, without kitchen facilities, and used to house occasional visitors or nonpaying guests of the occupant of the primary dwelling unit. A guest house with a kitchen facility is considered a secondary dwelling unit.

H. "H" Terms.

1. **Home Occupation.** A business within a dwelling unit or residential site, with the business activity being subordinate to the residential use of the property.

I. "I" Terms.

1. **Impervious Coverage.** "Impervious coverage" means the areas of the lot covered by buildings, structures, paving and other non-permeable surfacing.
2. **Industrial Park/Business Park.** A combination of industrial and/or commercial uses of contiguous lots specifically planned for industry, having continuity of design and function and uniform or integrated standards of development established by contract, covenant or deed restriction.

J. "J" Terms

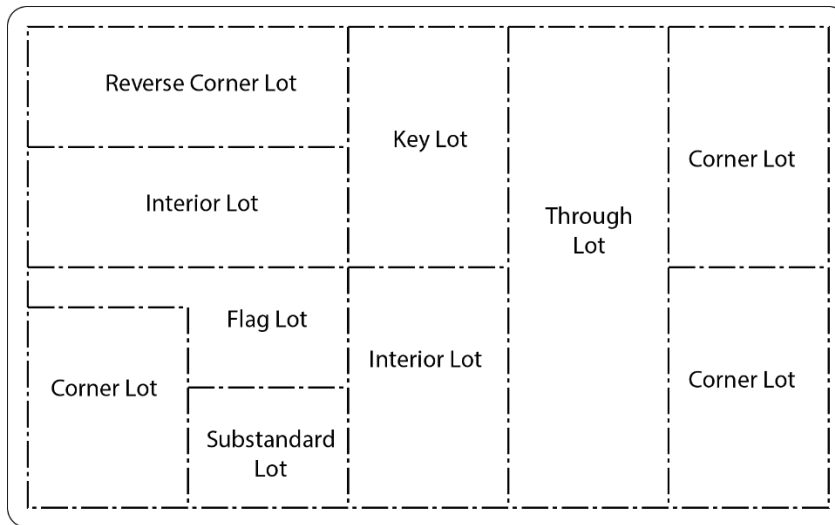
K. “K” Terms.

1. **Kennel.** A building or other enclosure to confine, feed, exercise, show or provide shelter for more than five cats or dogs, ten weeks of age or older. May include pet care supplies may be sold as an ancillary activity to the primary shelter use.
2. **Kitchen.** An area in a building primarily designed, constructed, or used for the preparation of food with complete cooking facilities including a stove or separate cook top and oven, refrigerator, and kitchen sink.
3. **Kitchen, Half.** A limited kitchen facility with a small counter space, a refrigerator, a small single compartment sink, a microwave and a small (two burner maximum) cook-top. Half kitchens may not contain any type of oven other than the microwave oven, but may contain a dishwasher.

L. “L” Terms.

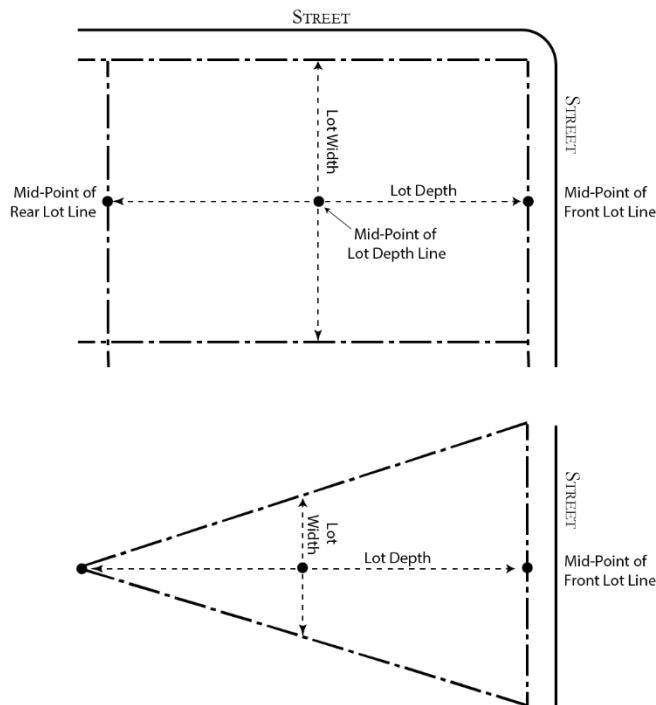
1. **Landscaping.** The planting and maintenance of living plant material, including the installation, use, and maintenance of any irrigation system for the plant material, as well as nonliving landscape material (such as rocks, pebbles, sand, mulch, walls, fences, or decorative paving materials).
2. **Lot.** A piece or parcel of land owned as a single unit in common ownership, occupied or intended to be occupied by a principal building or a group of buildings and accessory buildings, or utilized for a principal use and accessory uses. Lots have frontage on and access to an approved and accepted City street, approved private street, or major driveway aisle for properties in the residential and mixed use districts.
3. **Lot Area.** The net site area of a lot, expressed in terms of acres or square feet. Lot area does not include:
 - a. Land within the limits of a street (public or private) upon which the lot abuts, even if fee title to such street is held by the owner.
 - b. Public easements or private easements other than streets which are in excess of 15 percent of the net site area of the lot.
4. **Lot, Corner.** A lot abutting either a) two streets at their intersections; or b) a curvature of a single street with an interior angle of less than one 135 degrees. The point of intersection of the street lot lines, extending, is the "corner." A corner lot may have more than one corner and may also abut upon one or more streets which do not form the corner or corners of the lot. See Figure 18.128-4.

FIGURE 18.128-4: LOT TYPES



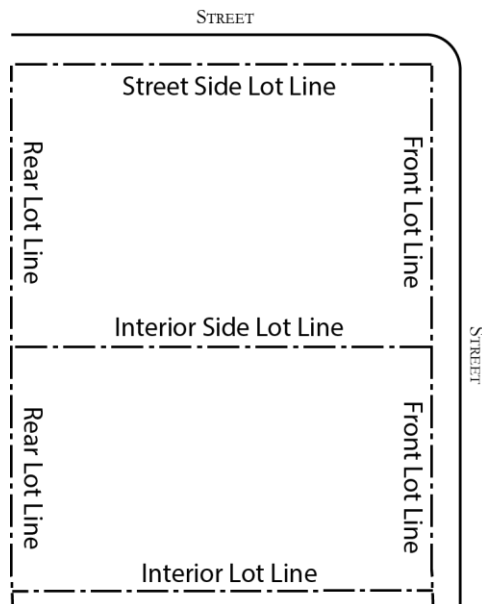
5. **Lot Coverage or Building Coverage.** The portion of a lot covered by a building.
6. **Lot Depth.** The horizontal distance from the midpoint of the front lot line to the midpoint of the rear lot line, or to the most distant point on any other lot line where there is no rear lot line. See Figure 18.128-5.

FIGURE 18.128-5: LOT DEPTH AND WIDTH



7. **Lot, Interior.** A lot with only one front lot line.
8. **Lot, Flag.** A lot where the main portion of the lot area does not have access to a street other than by means of a corridor less than twenty feet wide. See Figure 18.128-4.
9. **Lot, Key.** An interior lot adjoining the rear lot line of a reversed corner lot. See Figure 18.128-4.
10. **Lot, Substandard.** A lot that doesn't comply with the minimum dimension standards of the applicable district.
11. **Lot, Through.** A lot having frontage on two parallel or approximately parallel streets.
12. **Lot Line, Interior Side.** A lot line not a front line or a rear line shared with another parcel. See Figure 18.128-6.

FIGURE 18.128-6: LOT LINES



13. **Lot Line, Front.**
 - a. Any of the following (See Figure 18.128-6):
 - (1) Each street lot line of an interior or through lot.
 - (2) On a corner lot, the shorter lot line abutting a street or the line designated as the front lot line.
 - (3) Any street lot line not forming a corner of a corner lot.

- b. If the side yard setback facing the street on a corner is at least as deep as the front yard setback requirement, the Community Development Director may designate the front lot line of corner lots for setback purposes.
- 14. **Lot Line, Rear.** The lot line opposite and most distant from the front line, where such lot line is not also a street lot line. See Figure 18.128-6.
- 15. **Lot Line, Street Side.** A lot line other than a front lot line on a corner lot abutting a street.
- 16. **Lot, Through.** A lot which has two or more front lot lines which do not intersect to form a corner lot.
- 17. **Lot Width.** The distance measured along a straight line between the midpoints of the side property lines.

M. "M" Terms.

- 1. **Massage Establishment.** Means the definition of "massage establishment" as found in Municipal Code Section 5.32.010(D).
- 2. **Manufactured Housing.** Single-family detached housing that is built to the National Manufactured Housing Construction and Safety Standards Act of 1974. Includes structures known as manufactured homes or modular homes.
- 3. **Mixed Use.** A development project where residential and commercial/office uses are combined in an integrated development project with significant functional interrelationships and a coherent physical design for both residential and non-residential uses.
- 4. **Mobile Home.** A vehicle designed and equipped for human habitation, and for being drawn by motor vehicle. A mobile home is a type of "trailer" or "trailer coach" or "semi-trailer" as defined in the California Vehicle Code, and has the same meaning as "mobile home," as defined in the California Health and Safety Code. Excludes modular or manufactured dwellings intended for assembly on-site on permanent foundations and not designed for subsequent or repeated relocation.

N. "N" Terms.

- 1. **Nonconforming Lot.** A legally established lot that does not meet the current minimum depth, width, or area standards of the zone in which the lot is located.
- 2. **Nonconforming Structure.** A legally established structure which does not meet the current development standards for the zone in which the structure is located. Development standards include but are not limited to setbacks, height or lot coverage regulations of the zone, but do not include standards contained in the Uniform Codes, such as the Building Code.
- 3. **Nonconforming Use.** A legally established use which does not meet the use regulations of the zone in which it is located.

4. **Nonconforming Use of Land.** The use of either unimproved land or land containing minor structures such as fences and buildings less than 400 square feet in area that does not conform to the regulations of the zone in which it is located.

O. “O” Terms.

1. **Outdoor Display Area.** Any area, either permanent or temporary, used for the display of a product or services which is external to a building.
2. **Overlay Zone.** An area established by the Zoning Code within which requirements apply in addition to requirements of the underlying base zone.

P. “P” Term

1. **Patio.** A level surfaced area which has an elevation of not more than eighteen inches, and without walls or a roof. A patio may be constructed of any materials.
2. **Primary Building.** The building that accommodates the primary use of the site.
3. **Pool House.** A building within the immediate vicinity of a swimming pool which may contain changing rooms, restrooms, shower facilities, kitchen and recreation room. A pool house with a kitchen and full bath facilities is considered a secondary dwelling unit.
4. **Porch.** A covered but unenclosed projecting platform which extends from the main wall of a building that may or may not use columns for other ground supports for structural purposes.
5. **Permitted Use.** A use for which no Conditional Use Permit or Administrative Use Permit is required, but which may require a Design Permit or other approvals as specified in the Zoning Code.

Q. “Q” Terms.

1. **Quasi-public Use.** A use operated by a private nonprofit organization or institution primarily intended to of serve the general public, including but not limited to religious facilities, private schools, and universities, community, youth and senior citizen recreational facilities, and hospitals.

R. “R” Terms.

1. **Recreational Vehicle (RV) Parks.** An establishment designed, established, or used for exclusive occupancy by two or more recreational vehicles. RV parks are owned by a single owner or organizations where RV spaces are temporarily rented or leased to a person occupying an RV.

S. “S” Terms.

1. **Setback.** The distance between a structure and any lot line, public or private street easements, or drive-aisles.

2. **Stable.** A structure used to confine, feed, exercise, show or provide shelter for horses, cows or other hooved animals, whether for private, public or commercial use. Includes stalls, corrals, paddocks, barns, and exercise areas and arenas.
3. **Story.** The portion of a building included between the surface of the floor and the surface of the floor next above it, or, if there is no floor above it, the space between the floor and the ceiling next above it.
4. **Street.** A public or private thoroughfare, including road, highway, drive, lane, avenue, place, boulevard, and any other thoroughfare that affords the principal means of access to five or more lots.
5. **Street, Private.** A paved vehicular access to five or more lots or units over a common parcel or consecutive easements, primarily used by the owners or occupants of the common parcel or consecutive easements and from which the public may be excluded and which are not maintained by a public agency.
6. **Structure.** Anything constructed or erected that requires attachment to the ground, or attachment to something located on the ground. Excludes objects temporarily attached to the ground, or which are easily moved, including but not limited to dog houses, picnic tables, patio furniture, and children's play structures .
7. **Supportive Housing.** Housing with no limit on length of stay that is occupied by the targeted population and that is linked to an on-site or off-site service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Supportive housing is permitted in all zones allowing residential uses and is not subject to any restrictions (e.g., occupancy limits) not imposed on similar dwellings (e.g., single-family homes, apartments) in the same zone in which the supportive housing is located.

T. "T" Terms.

1. **Temporary Use.** A use established on private property, that exists for a specified length of time, and which is discontinued within that time period.
2. **Transitional Housing.** A building configured as a rental housing development, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance. Transitional housing is permitted in all zones allowing residential uses and is not subject to any restrictions (e.g., occupancy limits) not imposed on similar dwellings (e.g., single-family homes, apartments) in the same zone in which the transitional housing is located.

U. “V” Terms.

1. **Vehicle Sales Area.** An outdoor open area, other than a street, used for the display, sale or rental of new or used passenger vehicles or other motor vehicles, including recreational vehicles and trailers, campers, and boats in operable condition. Excludes repair work and the mounting of campers on vehicles in the sales area.
2. **Vehicle Wrecking.** The dismantling or disassembling of used vehicles or trailers, the storage, sale or dumping of dismantled, obsolete or wrecked vehicles or their parts, and the towing of such vehicles or parts in connection with such activity.

V. “U” Terms.

W. “W” Terms.

X. “X” Terms

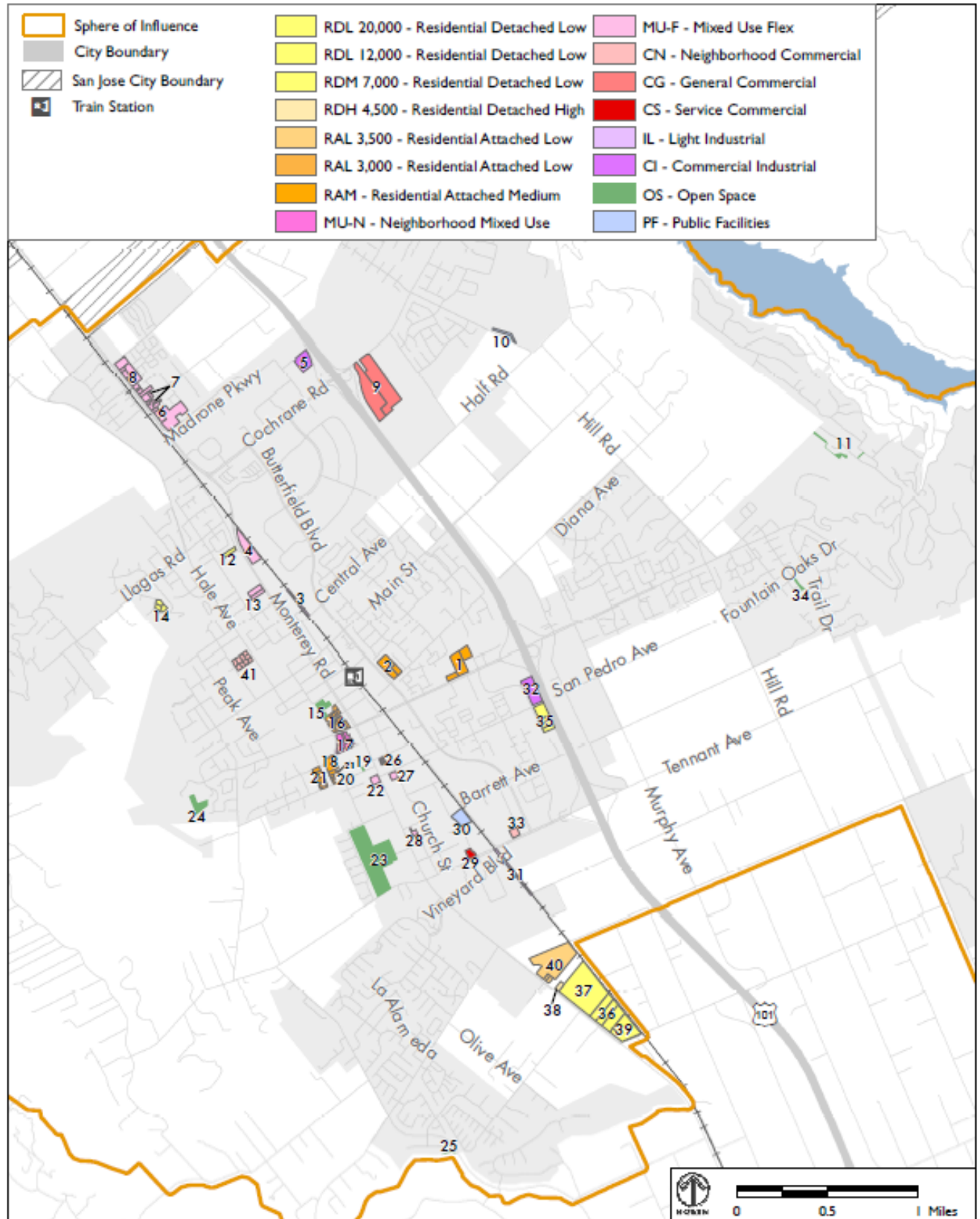
Y. “Y” Terms.

1. **Yard, Front.** An open space extending the full width of the lot between a building and the front lot line.
2. **Yard, Rear.** An open space extending the full width of the lot between a building and the rear lot line.
3. **Yard, Side.** An open space extending the full width of the lot between a building and the side lot line.

Z. “Z” Terms.

1. **Zoning District.** A defined area within the City of Morgan Hill where uniform land use and development standards apply in accordance with the Zoning Code.

Exhibit B – Zoning Map Amendment



PARCELS WITH A PROPOSED ZONING CHANGE

Map ID	APNs	Existing Zoning	Proposed Zoning
1	72602008, 72602012, 72602016	R2 3,000	RAM
2	72612001, 72612004	R2 3,500	RAM
3	72624001	R2 3,500	IL
4	72625006	ML	MU-F
5	72633027	ML	IL
6	72636002, 72636003, 72636004, 72636007, 72636008, 72636009, 72636059 ^A	CG	MU-F
7	72636010, 72641015	R1 7,000	MU-F
8	72641018, 72641020, 72641021, 72641042, 72641065, 72642001, 72642002, 72642003, 72642010, 72642012	CS	MU-F
9	72831014, 72831016 ^B	CO	CG
10	72834001	R1 20,000	PF
11	72905027, 72906030	R1 12,000	OS
12	76411002	R2 3,500	RDM 7,000
13	76412006, 76412007	CG	MU-F
14	76431040, 76431041, 76431042	RE 40,000	RDL 20,000
15	76708008, 76708009, 76708010, 76708011	RE 100,000	OS
16	76708013, 76708018, 76708019, 76708020, 76708021, 76708024, 76708025, 76708026, 76708027, 76708028, 76708029, 76708035, 76708036, 76708037, 76708038, 76708039, 76708040, 76708041, 76708042, 76708043, 76708047	D-R3	RAL 3,000
17	76709015, 76709016, 76709017, 76709018, 76709019	R3 (CU)	MU-N
18	76709027	R3 2,000	RAM
19	76710008	R1 7,000	OS
20	76711007, 76711010, 76711011, 76711012	R2 3,500	RAM
21	76711045, 76711046, 76711047, 76711048, 76711050, 76711052, 76711053, 76711056	R2 3,500	RAM
22	76717051	CG	MU-F
23	76718048	PF	OS
24	77307033	R1 20,000	OS
25	77902022	RE 40,000	OS
26	81701008, 81701009, 81701010	R2 3,500	MU-F
27	81702001	R2 3,500	MU-F
28	81703011	R2 3,500	MU-F
29	81705041	ML	CN
30	81705082	ML	PF
31	81706054	PF	IL

PARCELS WITH A PROPOSED ZONING CHANGE

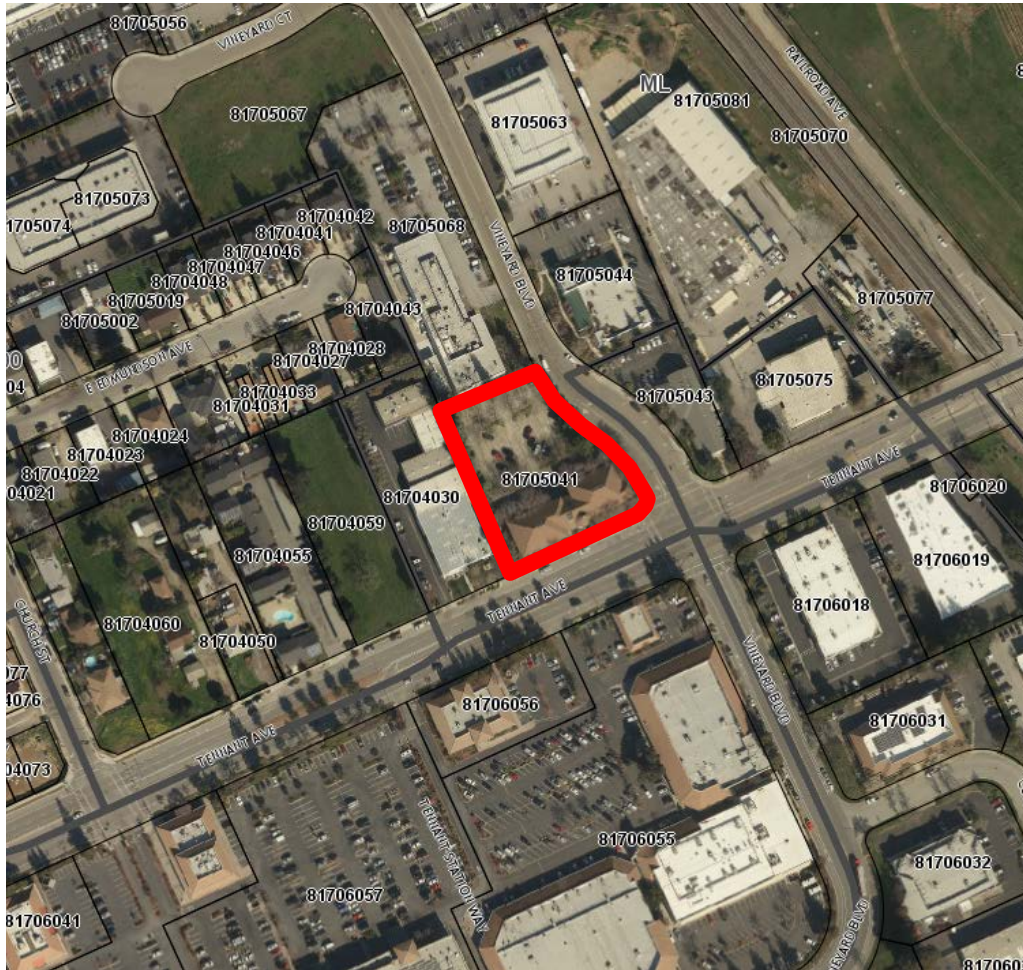
Map ID	APNs	Existing Zoning	Proposed Zoning
32	81711073	MO	CI
33	81729027	CO	CN
34	81750081	R1 7,000	OS
35	81760024, 81760025, 81760028, 81760029, 81760030	RE 40,000	RDL 20,000
36	82506012, 82506013, 82506014, 82506015	RE 100,000	RDL 12,000
37	82506016	RE 100,000	RDM 7,000
38	82506017	RE 100,000	RDH 4,500
39	82506023, 82506024, 82506025	RE 100,000	RDL 12,000
40	82506026	RE 100,000	RAL 3,500
41	76419016, 76419017, 76419018, 76419019, 76419020, 76419021, 76419022, 76419023, 76419024	CO	CN
Notes:			
A. Parcel 72636059 includes two different zoning changes. The portions along Monterey Road and Madrone Parkway will be changed from existing zoning CG and R1 7,000 to MU-F Mixed Use Flex. The interior of the site will be changed from existing zoning R1 7,000 to RAL 3,500.			
B. Zoning on Parcels 72831014 and 72831016 will only be changed on the southerly portion of the parcels. The portion along Cochrane Road that is currently zoned PUD will remain PUD. The southerly half with existing zoning CO will be changed to CG.			

Note: See Planning Commission Recommendations (Exhibit C)

Exhibit C – Additional Planning Commission Recommendations

Recommendations Based on Community Feedback

1. **APN 817-05-041 (275 Tennant Avenue)**, which includes an existing multi-tenant professional office building, the Planning Commission recommends changing the Zoning District from the existing ML Light Industrial to the CG General Commercial Zoning District, consistent with the site's Commercial General Plan Land Use designation.



If the CO Administrative Office District is retained, as recommended by Planning Commission, the Commission recommends changing the Zoning District of this property from the existing ML Light Industrial to the CO Administrative Office Zoning District, consistent with the site's Commercial General Plan Land Use designation and existing building and uses.

- 2. Clarify Hotel Height.** The Planning Commission recommends clarifying that the maximum height for hotels of up to 65 feet on parcels in the CH Highway Commercial and CI Commercial Industrial Zoning Districts directly adjacent to Highway 101 may only allow hotels of up to 4 stories with the following changes (shown in red-underline) to the development standards in Section 18.24.030.B (Highway Commercial Zoning District) and 18.26.030.B. (Commercial Industrial Zoning District).

18.24.030 – Development Standards

B. Hotel Height in the CH Zoning District.

1. With the issuance of a Design Permit, the Planning Commission may allow a hotel of up to 4-stories with a maximum height of up to 65 feet on parcels in the CH zoning district directly adjacent to Highway 101.
2. To approve the Design Permit, the Planning Commission must, in addition to the Design Permit requirements, consider impacts on adjacent development and find that the project incorporates enhanced building design features that mitigate any adverse aesthetic impacts that may result from the increased building height. Potential impacts may include, but are not limited to, visibility impacts on adjacent hotels, view and viewshed impacts, and overconcentration of 3 and 4 story buildings within a single area.

18.26.030 – Development Standards

B. Hotel Height in the CI Zoning District.

1. With the issuance of a Design Permit, the Planning Commission may allow a hotel of up to 4-stories with a maximum height of up to 65 feet on parcels in the CI zoning district directly adjacent to Highway 101.
2. To approve the Design Permit, the Planning Commission must, in addition to the Design Permit requirements, consider impacts on adjacent development and find that the project incorporates enhanced building design features that mitigate any adverse aesthetic impacts that may result from the increased building height. Potential impacts may include, but are not limited to, visibility impacts on adjacent hotels, view and viewshed impacts, and overconcentration of 3 and 4 story buildings within a single area.

Retain CO Administrative Office Zoning District. The Planning Commission recommends retaining the existing CO Administrative Office Zoning District with the following edits (shown in red-underline/strikethrough) to Chapter 18.24, including the clarification that hotels and motels are not permitted uses in the CO district.

Chapter 18.24 – COMMERCIAL ZONING DISTRICTS

Sections:

18.24.010 – Purpose of the Commercial Zoning Districts

18.24.020 – Land Use Regulations

18.24.030 – Development Standards

18.24.010– Purpose of the Commercial Zoning Districts

► *Note: The existing Theme Unit Development and Administrative Office commercial zoning districts have been eliminated. The name of the existing Highway Commercial (HC) zoning district is changed to Highway Commercial (CH).*

A. General. The purpose of the commercial zoning districts is to provide locations for a variety of commercial uses to meet the need of residents, visitors, and workers in Morgan Hill. Development within the commercial zoning districts is attractively designed to enhance Morgan Hill's unique character and economic prosperity. Commercial uses are clustered and concentrated to utilize land resources efficiently and support a balanced transportation system. Employment uses accommodate a diversity of jobs that contribute to a dynamic local economy.

B. Specific.

1. **Administrative Office (CO).** The purpose of the CO zoning district is to provide an area wherein professional, general commercial offices, and limited personal services may develop in close relationship with each other outside of other commercial districts.

1.2. **Neighborhood Commercial (CN).** The purpose of the CN zoning district is to provide a location for retail, office, and service uses to serve residents living in surrounding neighborhoods.

2.3. **General Commercial (CG).** The purpose of the CG zoning district is to provide a location for a broad range of commercial and employment uses to serve Morgan Hill residents, workers, and visitors.

3.4. **Highway Commercial (CH).** The purpose of the CH zoning district is to provide areas adjacent to the freeway that can accommodate highway and tourist oriented uses, and uses and uses which require the high visibility of thoroughfare locations.

4.5. **Service Commercial (CS).** The purpose of the CS zoning district is to provide an area for commercial services that may be inappropriate in neighborhood or pedestrian-oriented shopping areas, and which generally require automotive access for customer convenience, servicing of vehicles or equipment, loading or unloading, or parking of commercial service vehicles.

18.24.020 – Land Use Regulations

► *Note: The following changes have been made to existing commercial zoning district land use regulations:*

CN zoning district: Allow small residential care facilities with CUP, allow cultural institutions with a CUP, allow schools with a CUP, allows social services with a CUP, allows banks and financial institutions by-right, allows business support services by-right, allows cinemas and theatres with a CUP, allows indoor commercial recreation with a CUP, allows bars and nightclubs with CUP, allows wine tasting with a CUP, allows vehicle washing with CUP, allows indoor vehicle sales with a CUP, allows reverse vending machines with CUP.

CG zoning district: Allow colleges and trade schools with CUP, allow community assembly with CUP, allow cultural institutions with a CUP, require AUP for day care centers, allow schools with a CUP, allows social services with a CUP, allows animal boarding and veterinarian clinics with a CUP, allows business support services by-right, allows cinemas and theatres with a CUP, allows bars and nightclubs with CUP, allows wine tasting with a CUP, allows funeral parlors with a CUP, allows home improvement centers with a CUP, allows plant nurseries with a CUP, allows large commodity retail with CUP, allows vehicle washing with CUP, allows parking lots and structures as a primary use with CUP, allows indoor vehicle sales with a CUP, allows reverse vending machines with CUP.

CH zoning district: Allow banks and financial institutions by-right, allows business support services by-right, allows vehicle rentals by-right, allows reverse vending machines with CUP.

CS zoning district: Allow social services with a CUP, allows business support services by-right, allows funeral parlors with a CUP, allows large commodity retail with CUP, allows towing and impound with a CUP, allows vehicle rentals by-right, allows vehicle washing with CUP, allows construction and material yards with a CUP. Allows research and development with a CUP, allows warehousing and distribution with a CUP, allows Freight/Truck Terminals and Warehouses with a CUP, allows reverse vending machines with CUP, allows recycling collection facilities with CUP.

A. Permitted Land Uses. Table 18.24-1 identifies land uses permitted in the commercial zoning districts.

TABLE 18.24-1 PERMITTED LAND USES IN THE COMMERCIAL ZONING DISTRICTS

Key	Zoning District					Additional Regulations
P Permitted Use						
A Administrative Use Permit required						
C Conditional Use Permit required						
– Use not allowed						
	CO	CN	CG	CH	CS	
Residential Uses						
Caretaker Quarters	–	–	C	–	C	
Nursing Homes and Long-Term Care	C	C	C	–	–	
Residential Care Facilities	–	C	–	–	–	

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required - Use not allowed	Zoning District					Additional Regulations
	CO	CN	CG	CH	CS	
Public and Quasi-Public Uses						
Colleges and Trade Schools	=	C	C	-	-	
Community Assembly	C	C	C	-	-	
Cultural Institutions	C	C	C	-	C-	
Day Care Centers		C	A	-	C	
Government Offices		P	P	-	C	
Instructional Services	P	A	A	A	A	
Medical Offices and Clinics	P	P	P	A-	C	
Schools, Public and Private	C	C	C	-	-	
Social Services	C	C	C	-	C	
Commercial Uses						
Animal-Related Uses						
Animal Boarding	=	C	C	-	C	
Veterinarian Clinics and Hospitals	=	A	A	-A	P	
Banks and Financial Institutions	P	P	P	P	P	
Business Support Services	P	P	P	P	P	
Cinemas and Theatres	=	A	A	-A	-A	
Commercial Recreation, Indoor						
≤ 153,000 sq. ft.	C	P	P	P	P	
> 153,000 sq. ft.	=	C	C	C	C	
Drive-Through and Drive-In Facilities	C	C	C	C	C	18.92.040
Eating and Drinking Uses						
Bars and Nightclubs	=	C	C	-	-	
Restaurants, Fast Food	=	C	P	P	C	
Restaurants, Sit-Down	=	C	P	P	C	
Tasting Rooms	=	C	A	P	C-	
Funeral Parlors and Mortuaries	=	-	C	-	C	
Lodging Facilities						
Hotels and Motels	=	C-	A	P	A	
Mini-Storage	=	-	C	-	C	
Personal Services	P	P	P	-	C	
Plant Nurseries	=	-	C	-	P	
Professional Offices	P	P	P	P-	P	
Retail Uses						
Convenience Markets	=	C	C	C	C	

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required – Use not allowed	Zoning District					Additional Regulations
	<u>CO</u>	CN	CG	CH	CS	
General Retail	=	P	P	P	C	
Home Improvement Centers	=	-	P	-	P	
Large Commodity Retail	=	-	C	-	C	
Vehicle-Related Uses						
Fuel and Service Stations	=	C	C	C	C	
Towing and Impound	=	-	-	-	C	
Vehicle Rentals	=	<u>C [2]</u>	<u>-C [2]</u>	P	P	
Vehicle Repair and Maintenance, Minor	=	-	C	-	P	
Vehicle Sales and Leasing	=	C [1]	C [1]	P	P	
Vehicle Washing	=	C	C	C	C	
Wholesaling	=	-	C	-	P	
Industrial Uses						
Construction and Material Yards	=	-	-	-	C	
<u>Food and Beverage Production</u>						
<u>< 5,000 sq. ft. [3]</u>	=	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	
<u>5,000 sq. ft. to 10,000 sq. ft. [3]</u>	=	<u>A</u>	<u>A</u>	<u>C</u>	<u>A</u>	
<u>> 10,000 sq. ft.</u>	=	=	<u>C</u>	=	<u>C</u>	
Research and Development	=	-	-	-	C	
Warehousing and Distribution, Large and Small	=	-	-	-	C	
Transportation, Communication, and Utility Uses						
Freight Terminals and Transfer	=	-	-	C	-	
Light Fleet-Based Services	=	C	C	-	C	
Parking Lots and Structures	=	-	C	-	C	
Recycling Facilities						
Reverse Vending Machine	=	C	C	C	C	
Recycling Collection Facility	=	-	-	-	C	
Transportation Terminals		-	-	-	C	
Utilities, Major	=	-	C	-	C	
Wireless Communications Facilities		See Chapter 18.96				
Other Uses						
Accessory Uses		See Chapter 18.44				
Temporary Uses		See Section 18.92.140150				

Notes:

[1] Allowed only when conducted entirely within an enclosed building without outdoor storage and display of vehicles.

[2] Vehicles stored outdoors must be fully screened from public view.[3] On-site wholesale or retail sales required.

- B. Additional Permits.** In addition to permits identified in Table 18.24-1, development projects in the commercial zoning districts may also require a Design Permit pursuant to Section 18.108.040 (Design Permits). ~~Modifications to a historic resource may require a Historic Alteration pursuant to Chapter 18.60 (Historic Resources).~~
- C. Outdoor Uses and Storage.** In the commercial zoning districts, all uses shall be conducted wholly within a completely enclosed building except as follows:
1. In the CS zoning district, outdoor storage associated with any permitted use is allowed with a Conditional Use Permit.
 2. In the CG zoning district, outdoor storage and display associated with a Home Improvement Center is allowed with a Conditional Use Permit.

18.24.030– Development Standards

- *Note: The following changes are made to existing development standards for the mixed use zoning districts:*
- All zoning districts: *New residential transition standards, deletes minimum cul-de-sac lot width, increases street side setback to match front setback.*
- CN zoning district: *Deletes minimum zoning district area, deletes limitation to one quadrant of an intersection.*

- A. General.** Table 18.24-2 identifies development standards that apply in the commercial zoning districts.

TABLE 18.24-2: DEVELOPMENT STANDARDS IN THE COMMERCIAL ZONING DISTRICTS

	CO	CN	CG	CH	CS	Additional Standards
Site Requirements						
Lot Area, Minimum	<u>6,000 sq. ft.</u>	10,000 sq. ft.	10,000 sq. ft.	20,000 sq. ft.	10,000 sq. ft.	
Lot Width, Minimum	<u>60 ft.</u>	100 ft.	100 ft.	70 ft.	100 ft.	
Lot Depth, Minimum	<u>100 ft.</u>	100 ft.	100 ft.	125 ft.	100 ft.	
Building Coverage, Maximum	<u>50%</u>	50%	50%	40%	50%	
Structure Requirements						
Setbacks, Minimum						18.56.030, 050 & 060
Front	<u>20 ft.</u>	25 ft.	25 ft.	40 ft.	25 ft.	
Rear	<u>20 ft.</u>	20 ft.	20 ft.	20 ft.	20 ft.	
Interior Side	<u>10 ft.</u>	0 ft.	0 ft.	0 ft.	0 ft.	
Street Side	<u>15 ft.</u>	15 ft.	15 ft.	<u>1520</u> ft.	<u>1525</u> ft.	
Height, Maximum	<u>3 stories or 30 ft., whichever is less</u>	2 ½ stories and or 30 ft., <u>whichever is less</u>	3 stories and or 35 ft., <u>whichever is less</u>	3 stories and or 35 ft., <u>whichever is less</u>	3 stories and or 35 ft., <u>whichever is less</u>	<u>18.24.030.B</u> ; 18.56.020

B. Hotel Height in the CH Zoning District.

1. With the issuance of a Design Permit, the Planning Commission may allow a hotel with a maximum height of up to 65 feet on parcels in the CH zoning district directly adjacent to Highway 101.
2. To approve the Design Permit, the Planning Commission must, in addition to the Design Permit requirements, consider impacts on adjacent development and find that the project incorporates enhanced building design features that mitigate any adverse aesthetic impacts that may result from the increased building height. Potential impacts may include, but are not limited to, visibility impacts on adjacent hotels, view and viewshed impacts, and overconcentration of 3 and 4 story buildings within a single area.

B.C. Residential Transition Standards. Where a property zoned in a commercial zoning district abuts a residential zoning district, projects shall comply with increased setbacks, upper story stepbacks, and landscaping standards as specified in Section 18.92.130 (Residential Transition Standards).

3. **APN 767-08-025 (70 W. 5th Street)** is part of a larger area within the Downtown that had its General Plan Land Use designation changed as part of the Morgan Hill 2035 General Plan Update process from Residential Attached Medium to Residential Attached Low. The existing D-R3 Downtown Medium Density Zoning District that is applied to this property/area is not consistent with the Residential Attached Low General Plan designation. As such, the City is obligated to change the Zoning District to be consistent with the General Plan. In this case either the RAL 3,000 or RAL 3,500 Zoning District would be consistent. Staff and the Planning Commission recommend the existing D-R3 Zoning District be changed to the RAL 3,000 Zoning District.



4. **Section 18.108.070 Minor Exceptions.** Staff and the Planning Commission recommend adding minimum lot width to the list of permitted exceptions allowing up to a 10% reduction in required lot width for the purposes of facilitating the subdivision of an existing infill lot of record from one to two lots. Lot width would be removed from the list of excluded modifications.
5. **APN 726-33-027 (900 Lightpost Way).** The Planning Commission recommends retaining the existing Light Industrial Zoning District (IL) with the following changes to the permitting requirements for Food and Beverage Production greater than 10,000 square feet to remain consistent with the permitting requirements in the existing ML Light Industrial and MG General Industrial Zoning Districts where Food and Beverage Production is permitted by right when the use is 150 feet or more from a residential zoning district and when the type of food being produced will not emit a generally offensive odor, otherwise a Conditional Use Permit (CUP) is required. The Commission also recommends changing the maximum size of Tasting Rooms accessory to breweries, wineries, or other alcoholic beverage production facilities from, “3,000 square feet or 10 percent of the floor area of the primary use, whichever is less,” to “5,000 square feet or 10 percent of the gross floor area of the building, whichever is less.”

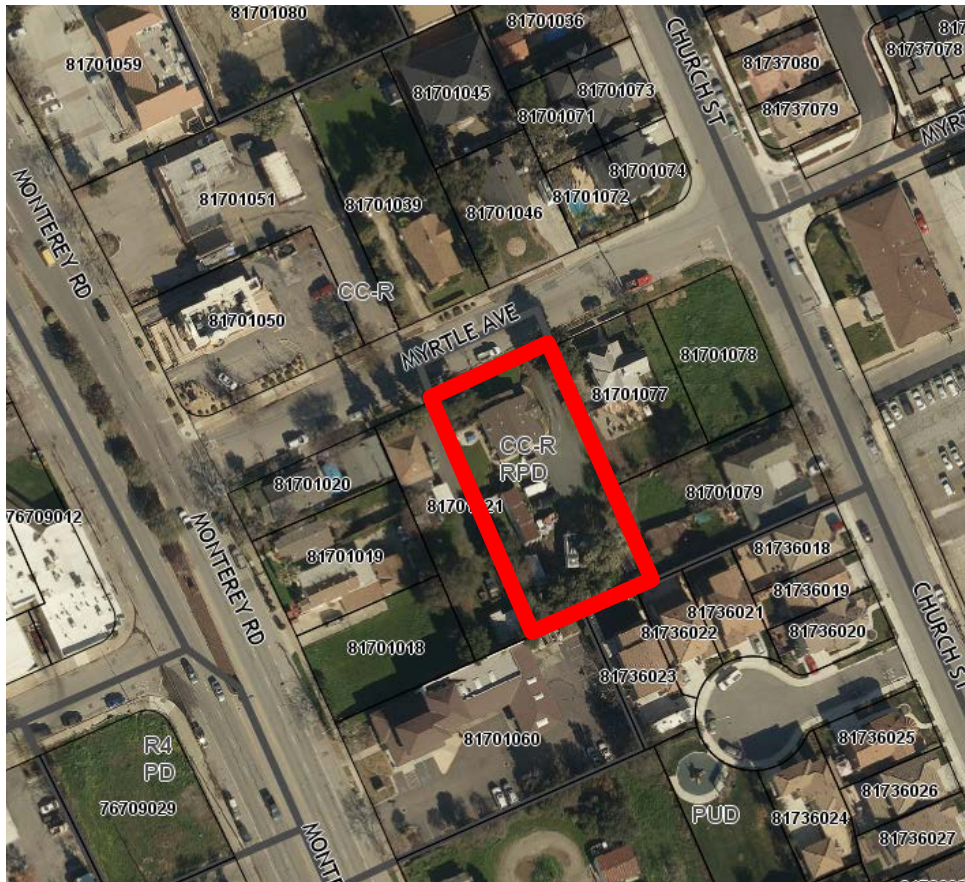
Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required – Use not allowed	Proposed Zoning Districts				
	CI	IO	IC	IL	IG
Eating and Drinking Uses					
Tasting Rooms	P [6]	–	–	A [6]	A [6]
Food and Beverage Production					
< 5,000 sq. ft. [7]	A [2]	A [2]	A [2]	P [2]	P [2]
5,000 sq. ft. to 10,000 sq. ft. [7]	C [2]	C [2]	C [2]	P [2]	P [2]
> 10,000 sq. ft.	C	C	C	<u>P [2,8]</u>	<u>P [2,8]</u>

[2] Must be 150 feet or more from a residential zoning district, otherwise requires a CUP.

[6] Allowed only when accessory to a brewery, winery, or other alcoholic beverage production facility. Tasting rooms must be located within the building occupied by the primary use and may not exceed ~~3,000~~5,000 square feet or 10 percent of the gross floor area of the ~~primary use building~~, whichever is less.

[8] Conditional Use Permit required when the type of food being produced will emit a generally offensive odor. Examples include primary processing of seafood, coffee roasting, pickled foods, or processes involving primarily fats and oils.

6. **APN 817-01-022 (50 Myrtle Avenue).** Staff and Planning Commission support the removal of an existing Residential Planned Development (RPD) Overlay from the site leaving the underlying conventional MU-N Mixed Use Neighborhood Zoning District, which matches the MU-N Zoning District on the adjacent properties to the west (same property owner) and east (different property owners).



7. **Section 18.12.050 – Floor Area and Floor Area Ratio.** The Planning Commission supported not including front-facing covered porches that are 50-percent or less enclosed in the calculation of floor area to encourage front porches in residential developments.

8. **APN 817-60-024, -025, -028, -029, and -030 (East side of Nina Lane, south of San Pedro Avenue, west of Highway 101).** The Planning Commission supports rezoning this area from the existing RE 40,000 Zoning District to the RDL 20,000 Zoning District consistent with the site's Residential Detached Low (RDL) General Plan designation. The site could be rezoned to the RDL 12,000 Zoning District or remain zoned RE 1 (the equivalent of RE 40,000) and still be considered consistent with the RDL General Plan designation.



Other Recommendations

- A. If the CO Administrative Office Zoning District is retained, the Planning Commission recommends that properties currently zoned CO retain their existing CO Zoning District rather than be rezoned to a different commercial district as previously recommended when the CO district was proposed to be eliminated.

APNs: 728-31-014 and -016 (southerly portions); 764-19-016, -017, -018, -019, -020, -021, -022, -023, and -024; 817-29-027; 767-12-022; 767-24-018, -025, -026, and -027.

- B. Add definition for Traffic-Control Devices and reference to Chapter 10.16 of the City of Morgan Hill Municipal Code in Chapter 18.88 – Signs.

Exhibit D – Staff Recommendations

1.

18.26.010 – Purpose of the Industrial Zoning Districts

B. Specific.

1. **Commercial Industrial (CI).** The purpose of the CI zoning district is to promote job-generating development of lands by allowing flexibility in the mix of industrial, office, and commercial uses that are compatible with existing development. Lodging uses (e.g., hotels) that support primary job generating uses within business districts are allowed.

2.

Table 18.24-2: Development Standards in the Commercial Zoning Districts

Change Height, Maximum in the CH Highway Commercial District from, “3 stories or 35 ft., whichever is less” to, “4 stories or 55 ft., whichever is less”.

Delete Section 18.24.030.B. Hotel Height in the CH Zoning District.

Table 18.26-2: Industrial Zoning District Development Standards

Change Height, Maximum in the CI Commercial Industrial District from, “30 ft. / 50 ft. [2]” to “4 stories or 55 ft., whichever is less” and delete, “Note [2] A height of 50 feet is allowed for industrial uses. A height of 30 feet is allowed for non-industrial uses.”

Delete Section 18.26.030.B. Hotel Height in the CI Zoning District.

3. **Northwest corner of Caputo Drive and Tennant Avenue.** Rezone from the CO Administrative Office Zoning District to the CS Service Commercial Zoning District.



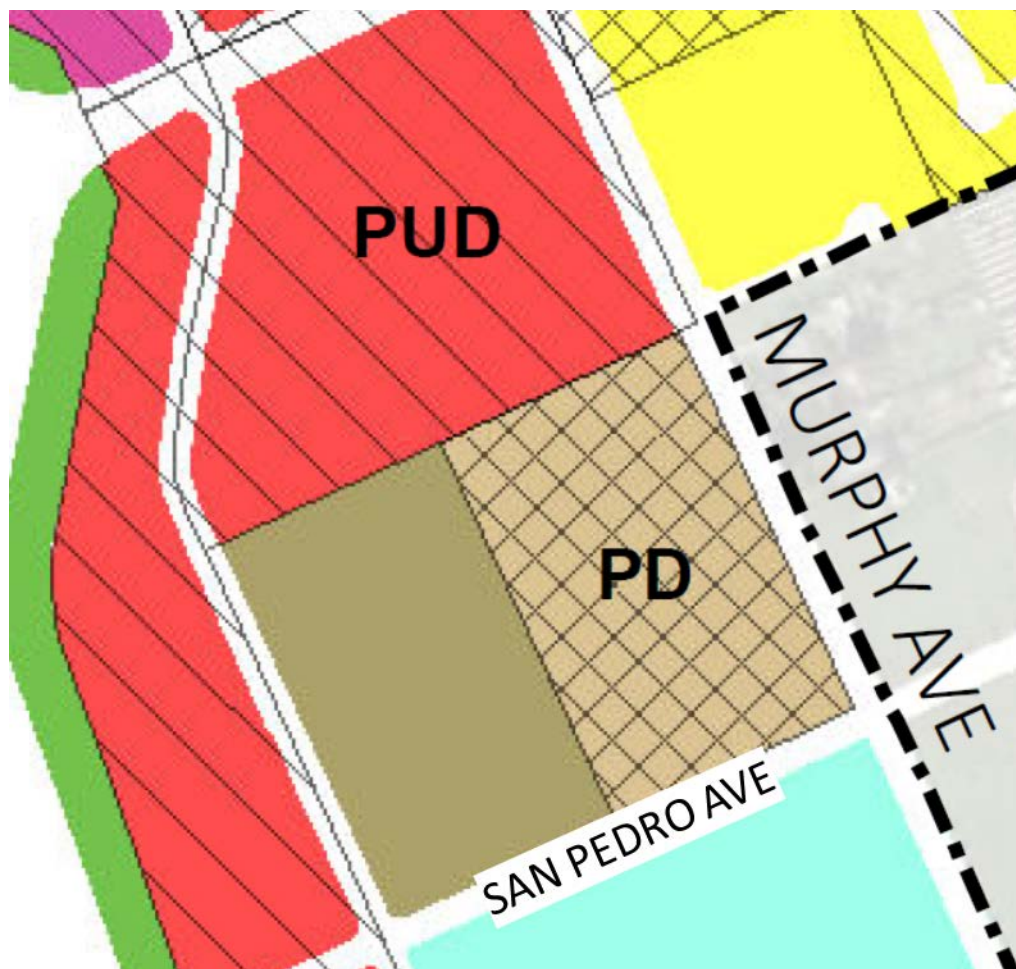
4. **Delete, “and other activity centers” from section 18.22.010.B.2.**

18.22.010 – Purpose of the Mixed Use Zoning Districts

B. Specific.

2. Neighborhood Mixed Use (MU-N). The purpose of the Neighborhood Mixed Use (MU-N) zoning district accommodates a range of residential and commercial land uses in close proximity to Downtown and other activity centers. A range of housing types provide residents with affordable housing options and increase opportunities to live close to stores, services, jobs, and transit. The MU-N zoning district provides a transition from the higher intensity uses in the Downtown Core to lower density residential neighborhoods.

5. **Correct Zoning Map** to reflect 2016 zoning change from R3 to R2 (PD) for the property at the northwest corner of Murphy Avenue and San Pedro Avenue.



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, May 16, 2018 6:30 pm

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

SPECIAL/REGULAR MEETING

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

A special meeting of the City Council was called at 6:30 p.m. for the purpose of conducting a closed session.

SPECIAL MEETING

6:30 P.M.

CALL TO ORDER

Mayor Tate called the special meeting to order at 6:30 p.m.

ROLL CALL ATTENDANCE

Deputy City Clerk Michelle Bigelow called the roll.

Attendee Name	Title	Status	Arrived
Steve Tate	Mayor	Present	
Rich Constantine	Mayor Pro Tem	Late	6:37 PM

Minutes Acceptance: Minutes of May 16, 2018 6:30 PM (CONSENT CALENDAR)

Larry Carr	Council Member	Present	
Caitlin Jachimowicz	Council Member	Present	
Rene Spring	Council Member	Present	

DECLARATION OF POSTING AGENDA

Deputy City Clerk Michelle Bigelow declared the posting of the agenda.

CLOSED SESSION

CLOSED SESSION ANNOUNCEMENT

City Attorney Donald Larkin announced the closed session items.

OPPORTUNITY FOR PUBLIC COMMENT

The public comment was opened at 6:31 p.m.

There being no requests to speak, the public comment was closed.

ADJOURN TO CLOSED SESSION

The special meeting adjourned to closed session at 6:33 p.m.

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Authority: Pursuant to Government Code section 54956.9(d)(1)
Case Name: Morgan Hill Hotel Coalition, et al. v. City of Morgan Hill
Case Number: California Supreme Court Case No. S243042

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Authority: Pursuant to Government Code section 54956.9(b)
Number of Cases: 1
Potential Plaintiff: Morgan Hill Hotel Coalition

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Authority: Pursuant to Government Code section 54956.9(d)(1)
Case Name: United States of America v. State of California
Case Number: U.S. District Court, Easter Dist., California No. 18-264

REGULAR MEETING

7:00 P.M.

RECONVENE

The regular meeting convened at 7:03 p.m.

Minutes Acceptance: Minutes of May 16, 2018 6:30 PM (CONSENT CALENDAR)

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Council Member Carr gave an update on the Upper Llagas Flood Control Project. This project, once complete, would alleviate flooding throughout Morgan Hill. He shared that the project has been in the works for decades. It is a US Army Corps of Engineers project that is planned in two phases. Phase 1 includes construction from the north end of Gilroy up to the south end of Morgan Hill at Watsonville Road and includes Lake Silveira. Phase 2 includes from Watsonville Road up Monterrey Road to the north end of Morgan Hill. The Santa Clara Valley Water District (SCVWD) has approved the final environmental impact report and all the Phase 1 design work has been completed. All the permits, except for one, have been acquired. The US Army Corps of Engineers is working with the Fish and Wildlife Service on the last permit. They are expecting to obtain the last permit early this summer and then go out to bid for construction of the project in August. The actual construction is expected to begin in November 2018. We have learned that it is very hard to estimate dates when working with the federal regulatory agencies. The Phase 2 design work is about 90% complete and City staff is currently reviewing the construction documents for that phase. This project will require about 146 property acquisitions, not whole properties, rather sections or slivers of property along the creek. Phase 1 requires 44 property acquisitions, of which 42 have been made. The final two have reached settlements and need to close escrow. Phase 2 impacts about 102 properties, many of which would be temporary construction easements. Those agreements are almost complete. If things continue to progress as they have over the past couple of years, we expect to break ground on the project in November 2018 with the construction taking about two years.

He then provided an update on his work with the Valley Transportation Authority (VTA) regarding mobility between San Benito County and Santa Clara County, particularly the Highway 152 and 25 corridors. Those corridors have been identified as areas of significant economic interest for Santa Clara County and recently the California Transportation Commission recommended \$4.2 million from the Trade Corridors Enhancement Program, all State monies, to go to VTA specifically for these projects. This will allow the VTA to start the design of the improvements for the Highway 25/101 interchange.

He concluded by wishing his daughter Katie a happy 16th birthday.

CITY MANAGER'S REPORT

City Manager Christina Turner announced the evening's supplements and presentations. She mentioned that the AMGEN Tour of California time trials took place in Morgan Hill today. She thanked the Council for having the vision to go forward with having the AMGEN race in Morgan Hill. She also gave a shout out to her teammates for their dedication and hard work which made the event a success. We have received a lot of positive feedback. She shared that the recommended budget was introduced at the last City Council meeting and announced that the Budget Workshop will be held this Friday, May 18 at 9:00 a.m. in the Council Chamber. The budget adoption is scheduled for Wednesday, June 6.

She announced that the First Annual South County Law Enforcement Recognition event will take place this Saturday, May 19 at 11:00 a.m. at the Community and Cultural Center. This event is in conjunction with our faith-based community and is open to the public.

She shared that in June we will be recognizing Pride Month. The Library will be having two events. The first will be a movie screening on Monday, June 11 at 7:00 p.m. and the second will be a speaker's panel on Tuesday, June 26 at 7:00 p.m.

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin announced that Council voted unanimously in the closed session to authorize

the City Attorney to sign on to an Amicus Brief authored by the County of Santa Clara in the case of United States of America vs. State of California US District Court Eastern District of California number 18-264. The Amicus Brief will focus on the need for law enforcement to remain independent of immigration enforcement to ensure good community relations and effective policing.

OTHER REPORTS

None.

PROCLAMATIONS

Proclaiming May 15, 2018 as National Peace Officers Memorial Day and the week of May 13-19, 2018 as National Police Week

Proclaiming the week of May 20-26, 2018 as Public Works Week

Proclaiming the Month of May as Older Americans Month

Proclaiming the Month of May as Foster Care/Resource Parent Awareness Month

RECOGNITIONS

Recognizing Gladys Aichele for 20+ years of volunteering with the Senior Center

Recognizing the Library Culture and Arts Commission for the Art a la Carte Program

Recognizing Merrill Lynch Morgan Hill for Community Services

MERRILL LYNCH RECOGNITION PRESENTATION

PRESENTATIONS

YAC PRESENTATION - ASSET #18 YOUTH PROGRAMS

PUBLIC COMMENT

The public comment was opened at 7:37 p.m.

Dave Truslow was called to speak.

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

HANDOUT FROM PUBLIC

ADOPTION OF AGENDA

MOTION:

Adopting the amended agenda as posted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rich Constantine, Mayor Pro Tem
SECONDER:	Larry Carr, Council Member
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

CONSENT CALENDAR

MOTION:

Approving consent calendar items 1 through 4, 6, and 9 through 12.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rene Spring, Council Member
SECONDER:	Rich Constantine, Mayor Pro Tem
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

1. RESIGNATION OF LIBRARY, CULTURE, AND ARTS COMMISSIONER

Recommendation:

1. Accept Maria Antunes resignation from the Library, Culture, and Arts Commission effective immediately; and
2. Direct the City Clerk to continue recruitment efforts to fill an unexpired term ending April 1, 2019, on the Library, Culture, and Arts Commission.

2. ACCEPT DONATION FROM COMMUNITY LAW ENFORCEMENT FOUNDATION

Recommendation:

Accept donations of equipment and monies from the Morgan Hill Community Law Enforcement Foundation and adopt resolution to amend the City's Fiscal Year 17-18 General Fund budget accepting a donation of \$1,385 and appropriating \$1,385.

3. APPROVE CITY COUNCIL AND PLANNING COMMISSION EMAIL POLICY

Recommendation:

Review and Approve the City Council and Planning Commission Email Policy.

4. APPROVE COMMUNITY PROMOTIONS FUNDING REQUESTS FOR 2018

Recommendation:

Approve Fiscal Year 2018-19 Community Promotions Funding Requests totaling \$41,800.

5. ITEM PULLED FOR DISCUSSION

6. ACQUISITION OF THE 18428 JADE LANE BELOW MARKET RATE (BMR) HOME BY THE CITY HOUSING FUND

Recommendation:

Adopt resolution:

1. Authorizing acquisition of the Moderate, Below Market Rate (BMR) home located at 18428 Jade Lane to re-sell to an income-eligible buyer, preserving the unit within the City's affordable housing inventory at 120% of the Area Median Income and extending the affordability covenants; and
2. Approving an amendment to the City's Fiscal Year 2017-18 budget, appropriating \$601,300 from the Housing Fund (255) for short term expenses associated with the acquisition and rehabilitation of the home located at 18428 Jade Lane.

7. ITEM PULLED FOR DISCUSSION**8. ITEM PULLED FOR SEPARATE VOTE****9. APPROVE FIRST AMENDMENT TO AGREEMENT WITH MORGAN HILL J.E.T. ELECTRIC, INC.**

Recommendation:

Approve the First Amendment to the maintenance service agreement with Morgan Hill J.E.T. Electric, Inc. for \$85,000 for three years of service.

10. AMEND AGREEMENT WITH ASSET PROTECTION GROUP PRIVATE SECURITY, INC.

Recommendation:

Approve the Second Amendment to Consultant Agreement with Asset Protection Group Private Security Inc. for \$105,000 for three years of service.

11. CONSULTANT AGREEMENT WITH NYANDA AND ASSOCIATES LLC, DBA HOUSEKEYS FOR BMR AND LOAN ADMINISTRATION

Recommendation:

1. Approve consultant agreement for BMR and loan administration services through June 30, 2020, for \$1,050,000; and
2. Authorize the City Manager to execute and administer the contract.

12. APPROVE THE MAY 2, 2018 MEETING MINUTES

Recommendation:

Approve Minutes.

ITEMS PULLED FOR DISCUSSION**5. REBUILDING TOGETHER REHAB PROGRAM AGREEMENT**

Recommendation:

1. Approve agreement for consultant services for Rebuilding Together of Silicon Valley to provide home repair services for \$200,000 for two years of service; and
2. Authorize the City Manager to execute and administer such agreement.

MOTION:

Approving the recommended action.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Larry Carr, Council Member
SECONDER:	Rich Constantine, Mayor Pro Tem
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

7. AIRBNB VOLUNTARY COLLECTION AGREEMENT

Recommendation:

Authorize the City Manager to negotiate and execute a Voluntary Collection Agreement with Airbnb Inc. for the collection of the City's Transient Occupancy Tax on behalf of Airbnb hosts who rent their residences to others using the Airbnb application and platform.

MOTION:

Approving the recommended action.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Caitlin Jachimowicz, Council Member
SECONDER:	Rene Spring, Council Member
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

ITEM PULLED FOR SEPARATE VOTE

8. CALIFORNIA HIGH SPEED RAIL AUTHORITY - REIMBURSEMENT AGREEMENT AMENDMENT

Recommendation:

Approve the amendment to the reimbursement agreement to extend the contract term to June 30, 2020.

MOTION:

Approving the recommended action.

RESULT:	APPROVED [4 TO 0]
MOVER:	Rene Spring, Council Member
SECONDER:	Rich Constantine, Mayor Pro Tem
AYES:	Tate, Constantine, Jachimowicz, Spring
RECUSED:	Carr

OTHER BUSINESS

13. PROVIDE DIRECTION TO STAFF REGARDING ORDINANCES TO PREVENT GUN VIOLENCE

Recommendation:

Direct the City Attorney to draft, for Council consideration, ordinances:

1. Creating a duty to report the theft or loss of firearms
2. Requiring the safe storage of firearms when not in use
3. Prohibiting the possession of large capacity magazines
4. Requiring a permit to conduct retail firearms sales

City Attorney Donald Larkin provided the report.

The public comment was opened at 7:54 p.m. The following people were called to speak:

G. Mitchell Kirk
Glen Murray
Dave Truslow
Lawrence Townsend
Brian Wong
Katie Khera

Trevor Bacolini

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

MOTION:

Directing staff to draft ordinances along the lines of the four suggested actions in the staff report including the comments that Council Members have made tonight.

The meeting went into recess at 8:46 p.m.

The meeting was reconvened at 8:55 p.m.

RESULT:	DIRECTED [UNANIMOUS]
MOVER:	Larry Carr, Council Member
SECONDER:	Rich Constantine, Mayor Pro Tem
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

PUBLIC HEARING

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

Recommendation:

Adopt resolutions approving the following actions:

1. Initiate the proceedings for the levy of assessments for Fiscal Year 2018-19;
2. Provide approval of the Engineer's Annual Report and the proposed assessment levy; and
3. Declare the City Council's intention to levy the assessments in the District and to set the Public Hearing date for June 6, 2018.

Interim Deputy City Manager Chris Ghione provided the report.

The public comment was opened at 8:59 p.m.

There being no requests to speak, the public comment was closed.

MOTION:

Approving the recommended action.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Carr, Council Member
SECONDER:	Rich Constantine, Mayor Pro Tem
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

15. ZA2016-0006: A COMPREHENSIVE UPDATE OF TITLE 18 - ZONING OF THE CITY OF MORGAN HILL MUNICIPAL CODE INCLUDING AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP CONSISTENT WITH THE MORGAN HILL 2035 GENERAL PLAN (ZONING CODE UPDATE)

Recommendation:

1. Open/close public hearing;
2. Waive first and second reading of Zoning Code Update Ordinance; and
3. Introduce Zoning Code Update Ordinance.

Interim Principal Planner John Baty, along with Ben Noble with Placeworks, provided the report.

The public comment was opened at 9:19 p.m. The following people were called to speak:

Paul Henry
 Rocke Garcia
 Asit Panwala
 John Horner

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

MOTION:

Waiving the first and second reading of the Zoning Code Update Ordinance.

RESULT:	WAIVED [UNANIMOUS]
MOVER:	Rich Constantine, Mayor Pro Tem
SECONDER:	Larry Carr, Council Member
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

MOTION:

Introducing the Zoning Code Update Ordinance with staff recommended actions.

RESULT:	INTRODUCED [UNANIMOUS]
MOVER:	Rich Constantine, Mayor Pro Tem
SECONDER:	Larry Carr, Council Member
AYES:	Tate, Constantine, Carr, Jachimowicz, Spring

OTHER BUSINESS

16. POTENTIAL NEXT STEPS ON CANNABIS REGULATIONS AND TAXATION, INCREASE TO TRANSIENT OCCUPANCY TAX, AND ESTABLISHMENT OF TOURISM BUSINESS IMPROVEMENT DISTRICT

Recommendation:

Provide direction on potential next steps for:

1. Cannabis regulations and taxation;
2. Transient Occupancy Tax increase; and
3. Tourism Business Improvement District establishment

City Manager Christina Turner, along with Interim Deputy City Manager Chris Ghione, Police Chief David Swing, and Economic Development Director Edith Ramirez provided the report.

The public comment was opened at 9:57 p.m. The following people were called to speak:

John Horner
 Andrew Firestone
 Asit Panwala
 Michaela Toscas
 Trevor Bacolini

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

MOTION:

Direct staff to come back with language to put a tax measure for cannabis on the November 2018 ballot including medical and recreational uses.

RESULT: DIRECTED [4 TO 1]
MOVER: Larry Carr, Council Member
SECONDER: Caitlin Jachimowicz, Council Member
AYES: Constantine, Carr, Jachimowicz, Spring
NAYS: Tate

MOTION:

Extending the meeting to 11:10 p.m.

RESULT: EXTENDED [UNANIMOUS]
MOVER: Rich Constantine, Mayor Pro Tem
SECONDER: Steve Tate, Mayor
AYES: Tate, Constantine, Carr, Jachimowicz, Spring

MOTION:

Directing staff to bring back language that would be a TOT measure that would in someway include the goals of the TBID.

RESULT: DIRECTED [4 TO 1]
MOVER: Larry Carr, Council Member
SECONDER: Rene Spring, Council Member
AYES: Constantine, Carr, Jachimowicz, Spring
NAYS: Tate

FUTURE COUNCIL INITIATED AGENDA ITEMS

None.

ADJOURNMENT

There being no further business, the meeting was adjourned at 11:08 p.m.

MINUTES PREPARED BY:

Michelle Bigelow, 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, May 18, 2018 9:00 am

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

CITY COUNCIL BUDGET WORKSHOP

A Special Meeting of the City Council was called Friday, May 18, 2018 at 9:00 a.m. for the purpose of conducting a workshop on the City's Operating Budget and Capital Improvement Program Budget.

CALL TO ORDER

Mayor Tate called the workshop to order at 9:05 a.m.

ROLL CALL ATTENDANCE

Deputy City Clerk Bigelow called the roll.

Attendee Name	Title	Status	Arrived
Steve Tate	Mayor	Present	
Rich Constantine	Mayor Pro Tem	Absent	
Larry Carr	Council Member	Present	
Caitlin Jachimowicz	Council Member	Present	
Rene Spring	Council Member	Present	

Minutes Acceptance: Minutes of May 18, 2018 9:00 AM (CONSENT CALENDAR)

DECLARATION OF POSTING OF AGENDA

Deputy City Clerk Bigelow declared the posting of the agenda.

PUBLIC COMMENT

The public comment was opened several times over the duration of the workshop.

BUDGET WORKSHOP

1. CITY MANAGER'S RECOMMENDED FISCAL YEAR 2018-19 AND 2019-20 OPERATING BUDGET AND FISCAL YEAR 2018-19 THROUGH 2023-24 CAPITAL IMPROVEMENT PROGRAM BUDGET

Recommendation:

Review and discuss the recommended budget.

City Manager Christina Turner facilitated the workshop.

The public comment was opened at 9:15 a.m. The following people were called to speak:

Gentleman from Grange Hall

Kathy Sullivan

Peter Mandel

John Fletcher

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

The public comment was opened at 10:06 a.m.

Brian Sullivan was called to speak.

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

The workshop went to recess at 10:18 a.m. and was reconvened at 10:28 a.m.

The workshop went to recess for lunch at 12:04 p.m. and was reconvened at 12:23 p.m.

The public comment was opened at 1:49 p.m. The following people were called to speak:

Ava Geddes

Doug Muirhead

John Horner

Kathy Sullivan

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

The public comment was opened at 2:24 p.m.

Jim Sergi was called to speak.

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

ADJOURNMENT

The workshop adjourned at 2:25 p.m.

MINUTES PREPARED BY:

Michelle Bigelow, Deputy City Clerk

Minutes Acceptance: Minutes of May 18, 2018 9:00 AM (CONSENT CALENDAR)



CITY COUNCIL STAFF REPORT

MEETING DATE: June 6, 2018

PREPARED BY: Judy Viegas, Administrative Analyst
APPROVED BY: City Manager

CITY OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1 RESOLUTION ORDERING ANNUAL ASSESSMENTS AND RELATED ACTIONS

RECOMMENDATION(S)

1. Open and close the Public Hearing; and
2. Adopt resolution confirming Fiscal Year 18/19 annual assessments and ordering the levy of assessments for the District.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility

2018 Strategic Priorities

Financial Stewardship

REPORT NARRATIVE:

The City of Morgan Hill Landscape Assessment District No. 1 (District) was created to pay for the maintenance of the parks and common landscaping in neighborhoods benefiting from the open space within the District. The purpose of this item is to:

- A) Provide an opportunity for public input;
- B) Confirm the FY 18/19 Assessments; and
- C) Order the levy of the Assessments.

Per California Streets and Highways Code Sections 22623 to 22631, the Annual Report (Attachment 2) is required to set the annual assessments in the District. In addition to approving the report on May 16, 2018, the Council declared its intent to levy assessments in the District and established June 6, 2018 as the date of the official public hearing.

COMMUNITY ENGAGEMENT: Inform

Ongoing resident outreach is occurring in several of the subareas and City staff is striving to increase such outreach. Some areas have more active homeowner groups that work with City staff in planning maintenance projects for their subareas, while residents of other subareas are less engaged in those efforts. City staff has communicated with the residents of the sub-areas subject to proposed increases, specifically the Sandalwood and Llagas-Obata zones.

ALTERNATIVE ACTIONS:

There is no other practical alternative action. The City Council could choose to provide staff with further direction on management of the District.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

In 1991, the City Council, under the Landscaping and Lighting Act of 1972, created the Fox Hollow/Murphy Springs Landscape Assessment District, and in 2010 chose to rename it to the City of Morgan Hill Landscape Assessment District No. 1.

On May 16, 2018, the City Council initiated the annual assessment process and approved the Engineer's Annual Report.

FISCAL AND RESOURCE IMPACT:

The cost for preparation of the Engineer's Annual Report will be paid for by the Assessment District. It is anticipated that the District will generate \$182,805.02 in revenues in Fiscal Year 2018-19. Expenses for this same period are budgeted at \$195,270.00, resulting in a projected reduction of District reserves of \$12,464.98 in the coming fiscal year. Providing administrative oversight to the District is a core activity of the Community Services Department's work program.

CEQA (California Environmental Quality Act):

Categorical Exemption

The planned maintenance and management of the sub-areas within the lighting and landscape assessment district fall within the CEQA categorical exemption of Class 1, Existing Facilities.

LINKS/ATTACHMENTS:

1. Reso4_OrderLevy_18-19
2. EngRpt_2018-19

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL, CALIFORNIA, CONFIRMING THE ASSESSMENT AND ORDERING THE LEVY FOR THE CITY OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2018/19**

WHEREAS, the Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the “Act”) to establish the City’s Fox Hollow/Murphy Springs Landscape Assessment District and has by previous resolution changed the name of said district to the City of Morgan Hill Landscape Assessment District No. 1 (the “Assessment District”); and,

WHEREAS, the City has retained NBS for the purposes of assisting with the annual levy of the Assessment District, and the preparation and filing of an Annual Report; and

WHEREAS, NBS has not updated the Annual Report since the Council’s preliminary approval on May 16, 2018; and

WHEREAS, the Council has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the Assessment District; and

WHEREAS, notice of such Public Hearing was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in the aforementioned notice the Council held and conducted such Hearing, and considered all objections to the assessment.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE COUNCIL, AS FOLLOWS:

- 1. Final Approval of Report:** The Council approves the Annual Report concerning the levy of assessments for the fiscal year commencing July 1, 2018 and ending June 30, 2019.
- 2. Confirmation of Assessment and Diagram:** The Council hereby confirms the assessment and the diagram as is described in full detail in the Annual Report on file with the City Clerk.
- 3. Levy of Assessment:** Pursuant to Section 22631 of the Act, the adoption of this resolution shall constitute the levy of an assessment for the fiscal year commencing July 1, 2018 and ending June 30, 2019.

- 4. Ordering of the Levy:** The Council hereby orders NBS to prepare and submit the levy of assessments to Santa Clara County for placement on the Fiscal Year 2018/19 secured property tax roll.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 6th day of June 2018 by the following vote:

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

ATTEST:

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 Resolution No. ____, adopted by the City Council at the meeting held on June 6, 2018.

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

DATE: _____

Irma Torrez, CITY CLERK

Attachment: Reso4_OrderLevy_18-19 (1785 : LAD Ordering Assessments)



CITY OF MORGAN HILL

Landscape Assessment District No. 1

Engineer's Report Fiscal Year 2018/19

May 2018

OFFICE LOCATIONS:

Temecula – Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592

San Francisco – Regional Office
870 Market Street, Suite 1223
San Francisco, CA 94102

California Satellite Offices
Atascadero, Davis
Huntington Beach,
Joshua Tree, Riverside
Sacramento, San Jose

Prepared by:



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Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)

CITY OF MORGAN HILL
17575 Peak Avenue
Morgan Hill, CA 95037-4128
Phone: (408) 779-7271
Fax: (408) 778-1564

CITY COUNCIL

Steve Tate, Mayor

Rich Constantine, Mayor Pro Tem

Larry Carr, Council Member

Rene Spring, Council Member

Caitlin Robinett Jachimowicz, Council Member

CITY STAFF

Christina Turner, City Manager

Chris Ghione, Community Services Director

Judy Viegas, Administrative Analyst

NBS

Greg Davidson, Client Service Director

Kristin Harvey, Senior Consultant

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1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of Morgan Hill (the "City"), State of California, directed NBS to prepare and file a report, in accordance with Chapter 1, Article 4 of the Landscaping and Lighting Act of 1972 (the "Act"), presenting the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements for the City's Landscape Assessment District No. 1 (the "District") for Fiscal Year 2018/19. The report includes a diagram for the District, showing the area and properties proposed to be assessed, an assessment of the estimated costs of the maintenance, operations and servicing the improvements, and the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received and;

WHEREAS, the assessment for each parcel is in compliance with the Proposition 218 Omnibus Implementation Act and Section 4 of Article XIII D of the California Constitution. The proposed assessments are not proposed to increase by more than the approved maximum allowable increases.

NOW THEREFORE, assessments have been levied in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation, and are made to cover the portion of the estimated costs of maintenance, operation, and servicing of the improvements, to be paid by the assessable real property within the District in proportion to the special benefit received:

Zone	Units	2018/19 Maximum Assessment Rate	2018/19 Actual Assessment Rate	Total Assessment (1)
Belle Estates	36	\$502.22	\$320.00	\$11,520.00
Chang/Bertelone	8	1,215.00	550.00	4,400.00
Conte Gardens	11	477.82	365.00	4,015.00
Diana Estates	64	139.39	139.39	8,920.96
Fox Hollow (2)	75	207.21	173.53	13,014.75
Hamilton Square	38	425.54	325.00	12,350.00
Jackson Meadows #6	70	108.10	108.00	7,560.00
Jackson Meadows #7	10	314.58	100.00	1,000.00
La Grande Estates	32	88.00	88.00	2,816.00
Lacrosse/Gera	24	142.99	50.00	1,200.00
Llagas Creek (2)	71	279.02	233.67	16,590.57
Llagas/Obata	5	629.16	400.00	2,000.00
Mill Creek	84	186.82	186.82	15,692.88
Oak Creek I, II, III	119	453.82	350.00	41,650.00
Parsons Corner	10	568.32	250.00	2,500.00
Rose Haven	27	488.47	400.00	10,800.00
Sandalwood (3)	11	450.00	450.00	4,950.00
Sparhawk (2)	18	297.11	248.82	4,478.76
Stone Creek (2)	35	463.83	388.46	13,596.10
Sunnyside/Stonegate (2)	10	679.75	375.00	3,750.00
Totals	758			\$182,805.02

- (1) Actual amount placed on secured tax roll may be less due to Santa Clara County submittal requirements. Amounts placed on the tax roll must be rounded down to an even number.
- (2) Maximum Assessment Rate increases by 3% annually.
- (3) Includes increased rate approved by property owners in April 2018.

2. OVERVIEW

2.1 Introduction

In 1991, the City Council created the Fox Hollow/Murphy Springs Landscape Assessment District, under the Act, and in 2010 chose to rename it to the City of Morgan Hill Landscape Assessment District No. 1. The District was formed in order to provide for the continued maintenance, operation, and administration of various improvements within the boundaries of the District. Following the initial formation, additional territory was annexed to the District as separate Zones. Currently, the District is comprised of 20 Zones.

The District provides for and ensures the continued maintenance, servicing, administration, and operation of various landscaping improvements and associated appurtenances located within the public right-of-way and dedicated easements within the boundaries of the District.

2.2 Description of Boundaries

Exhibits from the Engineer's Report at the formation of the District define the boundaries and maintenance areas of each Zone within the District. These exhibits are on file and available for review at the office of the City Engineer and, in conjunction with the County of Santa Clara (the "County") Assessor's maps of the areas annexed, comprise the assessment diagrams for the respective annexations. The Assessor's maps are on file in the office of the County Assessor and are, by reference, made a part of this Report.

2.3 Description of Improvements and Services

The improvements include the construction, operation, maintenance, and servicing of landscaping and appurtenant facilities; including, but not limited to, personnel, electrical energy, utilities such as water and gas, materials, contracting services, and other items necessary for the satisfactory operation of the following services:

"Landscape improvements provided within the District may include, but are not limited to: ground cover, shrubs, plants and trees, irrigation and drainage systems, graffiti removal, entry monuments, and associated appurtenant facilities. Services provided include all necessary service, operations, administration, and maintenance required to keep the above mentioned improvements in a healthy, vigorous, and satisfactory condition."

Reference is made to the Plans and Specifications for the improvements, which is on file with the City

3. ESTIMATE OF COSTS

3.1 Definitions of Budget Items

The following definitions describe some of the services and costs that may be included in the Zone Budgets:

Direct Expenses

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,

Contingency/Capital Replacement Fund Balance (Reduction)/Reserve (continued)

- To reduce the current fund balance deficit (if any) that exists as of the beginning of the fiscal year, and
- To plan for the replacement of capital improvements in the future.

3.2 Zone Budgets

The estimated costs of servicing, maintaining, repairing, and replacing the actual improvements for each Zone for Fiscal Year 2018/19 are shown on the following pages.

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone

	<u>Belle Estates</u>
DIRECT EXPENSES	
Monthly Maintenance	\$3,552.00
Extra Contract Costs	2,000.00
Water/Sewer	2,600.00
Electricity Costs	0.00
Other Supplies	525.00
Subtotal Direct Expenses	<u>\$8,677.00</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$1,695.10
Postage/Advertising	9.50
Internal Services	684.38
Administrative/Engineering Contract	320.58
Subtotal Administrative Expenses	<u>\$2,709.56</u>
SUBTOTAL ZONE COST	\$11,386.56
Fund Balance (Reduction)/Reserve	133.44
TOTAL BALANCE TO LEVY	<u>\$11,520.00</u>
Number of Assessable Units	36
Assessment Rate per Unit	\$320.00
Estimated Beginning Fund Balance July 1, 2018	\$10,851.83
Fund Balance Change	<u>133.44</u>
Estimated Ending Fund Balance June 30, 2019	<u>\$10,985.27</u>

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone

	Chang / Bertelone
DIRECT EXPENSES	
Monthly Maintenance	\$2,040.00
Extra Contract Costs	0.00
Water/Sewer	1,000.00
Electricity Costs	0.00
Other Supplies	400.00
Subtotal Direct Expenses	\$3,440.00
ADMINISTRATIVE EXPENSES	
Salaries	\$376.69
Postage/Advertising	2.11
Internal Services	152.08
Administrative/Engineering Contract	71.24
Subtotal Administrative Expenses	\$602.12
SUBTOTAL ZONE COST	\$4,042.12
Fund Balance (Reduction)/Reserve	357.88
TOTAL BALANCE TO LEVY	\$4,400.00
Number of Assessable Units	8
Assessment Rate per Unit	\$550.00
Estimated Beginning Fund Balance July 1, 2018	\$8,317.93
Fund Balance Change	357.88
Estimated Ending Fund Balance June 30, 2019	\$8,675.81

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone**

	<u>Conte Gardens</u>
DIRECT EXPENSES	
Monthly Maintenance	\$0.00
Extra Contract Costs	1,000.00
Water/Sewer	1,500.00
Electricity Costs	200.00
Other Supplies	500.00
Subtotal Direct Expenses	<u>\$3,200.00</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$517.94
Postage/Advertising	2.90
Internal Services	209.12
Administrative/Engineering Contract	97.96
Subtotal Administrative Expenses	<u>\$827.92</u>
SUBTOTAL ZONE COST	\$4,027.92
Fund Balance (Reduction)/Reserve	(12.92)
TOTAL BALANCE TO LEVY	<u>\$4,015.00</u>
Number of Assessable Units	11
Assessment Rate per Unit	\$365.00
Estimated Beginning Fund Balance July 1, 2018	\$12,170.77
Fund Balance Change	<u>(12.92)</u>
Estimated Ending Fund Balance June 30, 2019	\$12,157.85

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone**

	<u>Diana Estates</u>
DIRECT EXPENSES	
Monthly Maintenance	\$3,000.00
Extra Contract Costs	500.00
Water/Sewer	800.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	<u>\$4,300.00</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$3,013.49
Postage/Advertising	16.89
Internal Services	1,216.68
Administrative/Engineering Contract	569.92
Subtotal Administrative Expenses	<u>\$4,816.97</u>
SUBTOTAL ZONE COST	\$9,116.97
Fund Balance (Reduction)/Reserve	(196.01)
TOTAL BALANCE TO LEVY	<u>\$8,920.96</u>
Number of Assessable Units	64
Assessment Rate per Unit	\$139.39
Estimated Beginning Fund Balance July 1, 2018	\$7,990.03
Fund Balance Change	<u>(196.01)</u>
Estimated Ending Fund Balance June 30, 2019	<u>\$7,794.02</u>

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone**

	Fox Hollow
DIRECT EXPENSES	
Monthly Maintenance	\$2,040.00
Extra Contract Costs	3,000.00
Water/Sewer	2,150.00
Electricity Costs	
Other Supplies	500.00
Subtotal Direct Expenses	\$7,690.00
ADMINISTRATIVE EXPENSES	
Salaries	\$3,531.43
Postage/Advertising	19.79
Internal Services	1,425.79
Administrative/Engineering Contract	667.88
Subtotal Administrative Expenses	\$5,644.89
SUBTOTAL ZONE COST	\$13,334.89
Fund Balance (Reduction)/Reserve	(320.14)
TOTAL BALANCE TO LEVY	\$13,014.75
Number of Assessable Units	75
Assessment Rate per Unit	\$173.53
Estimated Beginning Fund Balance July 1, 2018	\$18,300.31
Fund Balance Change	(320.14)
Estimated Ending Fund Balance June 30, 2019	\$17,980.18

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone**

	<u>Hamilton Square</u>
DIRECT EXPENSES	
Monthly Maintenance	\$4,693.80
Extra Contract Costs	2,000.00
Water/Sewer	4,150.00
Electricity Costs	265.00
Other Supplies	0.00
Subtotal Direct Expenses	<u>\$11,108.80</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$1,789.26
Postage/Advertising	10.03
Internal Services	722.40
Administrative/Engineering Contract	338.39
Subtotal Administrative Expenses	<u>\$2,860.08</u>
SUBTOTAL ZONE COST	\$13,968.88
Fund Balance (Reduction)/Reserve	(1,618.88)
TOTAL BALANCE TO LEVY	<u>\$12,350.00</u>
Number of Assessable Units	38
Assessment Rate per Unit	\$325.00
Estimated Beginning Fund Balance July 1, 2018	\$27,354.47
Fund Balance Change	<u>(1,618.88)</u>
Estimated Ending Fund Balance June 30, 2019	\$25,735.60

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone

	Jackson Meadows #6
DIRECT EXPENSES	
Monthly Maintenance	\$1,725.00
Extra Contract Costs	0.00
Water/Sewer	400.00
Electricity Costs	380.00
Other Supplies	0.00
Subtotal Direct Expenses	\$2,505.00
ADMINISTRATIVE EXPENSES	
Salaries	\$3,296.00
Postage/Advertising	18.47
Internal Services	1,330.74
Administrative/Engineering Contract	623.35
Subtotal Administrative Expenses	\$5,268.56
SUBTOTAL ZONE COST	\$7,773.56
Fund Balance (Reduction)/Reserve	(213.56)
TOTAL BALANCE TO LEVY	\$7,560.00
Number of Assessable Units	70
Assessment Rate per Unit	\$108.00
Estimated Beginning Fund Balance July 1, 2018	\$210.36
Fund Balance Change	(213.56)
Estimated Ending Fund Balance June 30, 2019	(\$3.20)

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone**

	Jackson Meadows #7
DIRECT EXPENSES	
Monthly Maintenance	\$0.00
Extra Contract Costs	500.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$500.00
ADMINISTRATIVE EXPENSES	
Salaries	\$470.86
Postage/Advertising	2.64
Internal Services	190.11
Administrative/Engineering Contract	89.05
Subtotal Administrative Expenses	\$752.65
SUBTOTAL ZONE COST	\$1,252.65
Fund Balance (Reduction)/Reserve	(252.65)
TOTAL BALANCE TO LEVY	\$1,000.00
Number of Assessable Units	10
Assessment Rate per Unit	\$100.00
Estimated Beginning Fund Balance July 1, 2018	\$5,439.79
Fund Balance Change	(252.65)
Estimated Ending Fund Balance June 30, 2019	\$5,187.14

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone**

	<u>La Grande Estates</u>
DIRECT EXPENSES	
Monthly Maintenance	\$0.00
Extra Contract Costs	0.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	200.00
Subtotal Direct Expenses	\$200.00
ADMINISTRATIVE EXPENSES	
Salaries	\$1,506.74
Postage/Advertising	8.44
Internal Services	608.34
Administrative/Engineering Contract	284.96
Subtotal Administrative Expenses	\$2,408.49
SUBTOTAL ZONE COST	\$2,608.49
Fund Balance (Reduction)/Reserve	207.51
TOTAL BALANCE TO LEVY	\$2,816.00
Number of Assessable Units	32
Assessment Rate per Unit	\$88.00
Estimated Beginning Fund Balance July 1, 2018	(\$10,676.13)
Fund Balance Change	207.51
Estimated Ending Fund Balance June 30, 2019	(\$10,468.61)

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone**

	<u>Lacrosse/Gera</u>
DIRECT EXPENSES	
Monthly Maintenance	\$0.00
Extra Contract Costs	0.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$0.00
ADMINISTRATIVE EXPENSES	
Salaries	\$1,130.06
Postage/Advertising	6.33
Internal Services	456.25
Administrative/Engineering Contract	213.72
Subtotal Administrative Expenses	\$1,806.36
SUBTOTAL ZONE COST	\$1,806.36
Fund Balance (Reduction)/Reserve	(606.36)
TOTAL BALANCE TO LEVY	\$1,200.00
Number of Assessable Units	24
Assessment Rate per Unit	\$50.00
Estimated Beginning Fund Balance July 1, 2018	\$2,117.16
Fund Balance Change	(606.36)
Estimated Ending Fund Balance June 30, 2019	\$1,510.80

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone**

	<u>Llagas Creek</u>
DIRECT EXPENSES	
Monthly Maintenance	\$5,700.00
Extra Contract Costs	5,000.00
Water/Sewer	3,500.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	<u>\$14,200.00</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$3,343.09
Postage/Advertising	18.73
Internal Services	1,349.75
Administrative/Engineering Contract	632.26
Subtotal Administrative Expenses	<u>\$5,343.83</u>
SUBTOTAL ZONE COST	\$19,543.83
Fund Balance (Reduction)/Reserve	(2,953.26)
TOTAL BALANCE TO LEVY	<u>\$16,590.57</u>
Number of Assessable Units	71
Assessment Rate per Unit	\$233.67
Estimated Beginning Fund Balance July 1, 2018	\$10,422.01
Fund Balance Change	<u>(2,953.26)</u>
Estimated Ending Fund Balance June 30, 2019	\$7,468.75

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone**

	<u>Llagas/Obata</u>
DIRECT EXPENSES	
Monthly Maintenance	\$1,200.00
Extra Contract Costs	0.00
Water/Sewer	300.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$1,500.00
ADMINISTRATIVE EXPENSES	
Salaries	\$235.43
Postage/Advertising	1.32
Internal Services	95.05
Administrative/Engineering Contract	44.53
Subtotal Administrative Expenses	\$376.33
SUBTOTAL ZONE COST	\$1,876.33
Fund Balance (Reduction)/Reserve	123.67
TOTAL BALANCE TO LEVY	\$2,000.00
Number of Assessable Units	5
Assessment Rate per Unit	\$400.00
Estimated Beginning Fund Balance July 1, 2018	(\$16.79)
Fund Balance Change	123.67
Estimated Ending Fund Balance June 30, 2019	\$106.89

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone

	<u>Mill Creek</u>
DIRECT EXPENSES	
Monthly Maintenance	\$4,573.80
Extra Contract Costs	1,700.00
Water/Sewer	4,000.00
Electricity Costs	200.00
Other Supplies	0.00
Subtotal Direct Expenses	<u>\$10,473.80</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$3,955.20
Postage/Advertising	22.16
Internal Services	1,596.89
Administrative/Engineering Contract	748.02
Subtotal Administrative Expenses	<u>\$6,322.27</u>
SUBTOTAL ZONE COST	\$16,796.07
Fund Balance (Reduction)/Reserve	(1,103.19)
TOTAL BALANCE TO LEVY	<u>\$15,692.88</u>
Number of Assessable Units	84
Assessment Rate per Unit	\$186.82
Estimated Beginning Fund Balance July 1, 2018	\$1,670.93
Fund Balance Change	<u>(1,103.19)</u>
Estimated Ending Fund Balance June 30, 2019	\$567.74

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone**

	<u>Oak Creek I, II, III</u>
DIRECT EXPENSES	
Monthly Maintenance	\$15,485.88
Extra Contract Costs	10,471.37
Water/Sewer	11,500.00
Electricity Costs	3,650.00
Other Supplies	500.00
Subtotal Direct Expenses	\$41,607.25
ADMINISTRATIVE EXPENSES	
Salaries	\$5,603.20
Postage/Advertising	31.40
Internal Services	2,262.26
Administrative/Engineering Contract	1,059.70
Subtotal Administrative Expenses	\$8,956.55
SUBTOTAL ZONE COST	\$50,563.80
Fund Balance (Reduction)/Reserve	(8,913.80)
TOTAL BALANCE TO LEVY	\$41,650.00
Number of Assessable Units	119
Assessment Rate per Unit	\$350.00
Estimated Beginning Fund Balance July 1, 2018	\$46,875.51
Fund Balance Change	(8,913.80)
Estimated Ending Fund Balance June 30, 2019	\$37,961.71

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone**

	<u>Parsons Corner</u>
DIRECT EXPENSES	
Monthly Maintenance	\$883.83
Extra Contract Costs	0.00
Water/Sewer	850.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	<u>\$1,733.83</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$470.86
Postage/Advertising	2.64
Internal Services	190.11
Administrative/Engineering Contract	89.05
Subtotal Administrative Expenses	<u>\$752.65</u>
SUBTOTAL ZONE COST	\$2,486.48
Fund Balance (Reduction)/Reserve	13.52
TOTAL BALANCE TO LEVY	<u>\$2,500.00</u>
Number of Assessable Units	10
Assessment Rate per Unit	\$250.00
Estimated Beginning Fund Balance July 1, 2018	(\$179.68)
Fund Balance Change	13.52
Estimated Ending Fund Balance June 30, 2019	<u>(\$166.16)</u>

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone

	<u>Rose Haven</u>
DIRECT EXPENSES	
Monthly Maintenance	\$3,535.32
Extra Contract Costs	3,000.00
Water/Sewer	1,000.00
Electricity Costs	215.00
Other Supplies	0.00
Subtotal Direct Expenses	<u>\$7,750.32</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$1,271.31
Postage/Advertising	7.12
Internal Services	513.28
Administrative/Engineering Contract	240.44
Subtotal Administrative Expenses	<u>\$2,032.16</u>
SUBTOTAL ZONE COST	\$9,782.48
Fund Balance (Reduction)/Reserve	1,017.52
TOTAL BALANCE TO LEVY	<u>\$10,800.00</u>
Number of Assessable Units	27
Assessment Rate per Unit	\$400.00
Estimated Beginning Fund Balance July 1, 2018	\$16,151.79
Fund Balance Change	<u>1,017.52</u>
Estimated Ending Fund Balance June 30, 2019	<u>\$17,169.31</u>

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone**

	<u>Sandalwood</u>
DIRECT EXPENSES	
Monthly Maintenance	\$1,000.00
Extra Contract Costs	0.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$1,000.00
ADMINISTRATIVE EXPENSES	
Salaries	\$517.94
Postage/Advertising	2.90
Internal Services	209.12
Administrative/Engineering Contract	97.96
Subtotal Administrative Expenses	\$827.92
SUBTOTAL ZONE COST	\$1,827.92
Fund Balance (Reduction)/Reserve	3,122.08
TOTAL BALANCE TO LEVY	\$4,950.00
Number of Assessable Units	11
Assessment Rate per Unit	\$450.00
Estimated Beginning Fund Balance July 1, 2018	(\$5,867.22)
Fund Balance Change	3,122.08
Estimated Ending Fund Balance June 30, 2019	(\$2,745.13)

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone**

	<u>Sparhawk</u>
DIRECT EXPENSES	
Monthly Maintenance	\$2,040.00
Extra Contract Costs	100.00
Water/Sewer	1,750.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	<u>\$3,890.00</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$847.54
Postage/Advertising	4.75
Internal Services	342.19
Administrative/Engineering Contract	160.29
Subtotal Administrative Expenses	<u>\$1,354.77</u>
SUBTOTAL ZONE COST	\$5,244.77
Fund Balance (Reduction)/Reserve	(766.01)
TOTAL BALANCE TO LEVY	<u>\$4,478.76</u>
Number of Assessable Units	18
Assessment Rate per Unit	\$248.82
Estimated Beginning Fund Balance July 1, 2018	\$3,991.11
Fund Balance Change	<u>(766.01)</u>
Estimated Ending Fund Balance June 30, 2019	<u>\$3,225.09</u>

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone

	<u>Stone Creek</u>
DIRECT EXPENSES	
Monthly Maintenance	\$7,380.00
Extra Contract Costs	0.00
Water/Sewer	4,700.00
Electricity Costs	
Other Supplies	75.00
Subtotal Direct Expenses	<u>\$12,155.00</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$1,648.00
Postage/Advertising	9.23
Internal Services	665.37
Administrative/Engineering Contract	311.68
Subtotal Administrative Expenses	<u>\$2,634.28</u>
SUBTOTAL ZONE COST	\$14,789.28
Fund Balance (Reduction)/Reserve	(1,193.18)
TOTAL BALANCE TO LEVY	<u>\$13,596.10</u>
Number of Assessable Units	35
Assessment Rate per Unit	\$388.46
Estimated Beginning Fund Balance July 1, 2018	\$2,389.61
Fund Balance Change	<u>(1,193.18)</u>
Estimated Ending Fund Balance June 30, 2019	\$1,196.43

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone**

	Sunnyside / Stone Gate
DIRECT EXPENSES	
Monthly Maintenance	\$888.00
Extra Contract Costs	650.00
Water/Sewer	500.00
Electricity Costs	250.00
Other Supplies	0.00
Subtotal Direct Expenses	\$2,288.00
ADMINISTRATIVE EXPENSES	
Salaries	\$470.86
Postage/Advertising	2.64
Internal Services	190.11
Administrative/Engineering Contract	89.05
Subtotal Administrative Expenses	\$752.65
SUBTOTAL ZONE COST	\$3,040.65
Fund Balance (Reduction)/Reserve	709.35
TOTAL BALANCE TO LEVY	\$3,750.00
Number of Assessable Units	10
Assessment Rate per Unit	\$375.00
Estimated Beginning Fund Balance July 1, 2018	\$9,942.27
Fund Balance Change	709.35
Estimated Ending Fund Balance June 30, 2019	\$10,651.62

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19 Budget by Zone**

	<u>Total</u>
DIRECT EXPENSES	
Monthly Maintenance	\$59,737.63
Extra Contract Costs	29,921.37
Water/Sewer	40,700.00
Electricity Costs	5,160.00
Other Supplies	2,700.00
Subtotal Direct Expenses	\$138,219.00
ADMINISTRATIVE EXPENSES	
Salaries	\$35,691.00
Postage/Advertising	200.00
Internal Services	14,410.00
Administrative/Engineering Contract	6,750.00
Subtotal Administrative Expenses	\$57,051.00
SUBTOTAL ZONE COST	\$195,270.00
Fund Balance (Reduction)/Reserve	(12,464.98)
TOTAL BALANCE TO LEVY	\$182,805.02
Number of Assessable Units	758
Assessment Rate per Unit	N/A
Estimated Beginning Fund Balance July 1, 2018	\$167,456.07
Fund Balance Change	(12,464.98)
Estimated Ending Fund Balance June 30, 2019	\$154,991.09

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



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4. ASSESSMENTS

The amount of the actual assessment for the Fiscal Year 2018/19 apportioned to each parcel as shown on the latest equalized roll at the County Assessor's office is listed in Section 6 of this Report. The description of each lot or parcel is part of the records of the County Assessor and such records are, by reference, made part of this Report.

4.1 Method of Apportionment

The assessments are levied in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation.

Pursuant to the Act and Article XIII D of the Constitution of the State of California, all parcels that have special benefit conferred upon them as a result of the maintenance and operation of improvements shall be identified and the proportionate special benefit derived by each identified parcel shall be determined in relation to the entire cost of the maintenance and operation of the improvements. Only parcels that receive direct special benefit are assessed, and each parcel is assessed in proportion to the estimated benefit received.

Several Zones have been annexed into the District and it has been determined that by reason of variations in the nature, location, and extent of the improvements, those areas will receive differing degrees of benefit from the improvements.

Within the Zones, each parcel is allocated a number of units, where each such unit is deemed to receive the same proportional special benefit from the maintenance and operation of the improvements within that Zone. The typical parcel, with a single family residential use, will have one unit assigned. If the use or nature of a parcel confers special benefit in a greater or lesser degree than that typical use, that parcel may have greater than or less than one unit assigned

4.2 Belle Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$502.22 per unit. There is currently no inflator associated with the Belle Estates Zone assessments.

There are currently 36 parcels within this Zone, and the total Zone costs are spread to each of the 36 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$11,520.00
Total Units	36
Fiscal Year 2018/19 Actual Assessment Per Unit	\$320.00
Fiscal Year 2018/19 Maximum Assessment Per Unit	\$502.22

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$320.00
Fiscal Year 2018/19 Actual Assessment Per Unit	\$320.00
Change in the Actual Assessment Rate	\$0.00

4.3 Chang/Bertelone Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$1,215.00 per unit. There is currently no inflator associated with the Chang/Bertelone Zone assessments.

There are currently eight parcels within this Zone, and the total Zone costs are spread to each of the eight units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$4,400.00
Total Units	8
Fiscal Year 2018/19 Actual Assessment Per Unit	\$550.00
Fiscal Year 2018/19 Maximum Assessment Per Unit	\$1,215.00

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$550.00
Fiscal Year 2018/19 Actual Assessment Per Unit	\$550.00
Change in the Actual Assessment Rate	\$0.00

4.4 Conte Gardens Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$477.82 per unit. There is currently no inflator associated with the Conte Gardens Zone assessments.

There are currently 11 parcels within this Zone, and the total Zone costs are spread to each of the 11 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$4,015.00
Total Units	11
Fiscal Year 2018/19 Actual Assessment Per Unit	\$365.00
Fiscal Year 2018/19 Maximum Assessment Per Unit	\$477.82

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$400.00
Fiscal Year 2018/19 Actual Assessment Per Unit	\$365.00
Change in the Actual Assessment Rate	(\$35.00)

4.5 Diana Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$139.39 per unit. There is currently no inflator associated with the Diana Estates Zone assessments.

There are currently 64 parcels within this Zone, and the total Zone costs are spread to each of the 64 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$8,920.96
Total Units	64
Fiscal Year 2018/19 Actual Assessment Per Unit (1)	\$139.39
Fiscal Year 2018/19 Maximum Assessment Per Unit	\$139.39

(1) May be rounded down to even cents per parcel for County Tax Roll purposes.

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$139.39
Fiscal Year 2018/19 Actual Assessment Per Unit	\$139.39
Change in the Actual Assessment Rate	\$0.00

4.6 Fox Hollow/Murphy Springs Zone

The assessment rate originally approved at the time of District formation was \$106.15 per unit. In July 2005 the City conducted Proposition 218 proceedings to increase the maximum assessment rate and add an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The rate increase took effect in Fiscal Year 2005/06 and the 3% inflator took effect in Fiscal Year 2006/07.

There are currently 75 parcels within this Zone, and the total Zone costs are spread to each of the 75 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$13,014.75
Total Units	75
Fiscal Year 2018/19 Actual Assessment Per Unit (1)	\$173.53
Fiscal Year 2018/19 Maximum Assessment Per Unit (1)	\$207.21

(1) May be rounded down to even cents per parcel for County Tax Roll purposes.

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$173.53
Fiscal Year 2018/19 Actual Assessment Per Unit	\$173.53
Change in the Actual Assessment Rate	\$0.00

4.7 Hamilton Square Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$425.54 per unit. There is currently no inflator associated with the Hamilton Square Zone assessments.

There are currently 38 parcels within this Zone, and the total Zone costs are spread to each of the 38 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$12,350.00
Total Units	38
Fiscal Year 2018/19 Actual Assessment Per Unit	\$325.00
Fiscal Year 2018/19 Maximum Assessment Per Unit	\$425.54

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$425.54
Fiscal Year 2018/19 Actual Assessment Per Unit	\$325.00
Change in the Actual Assessment Rate	(\$100.54)

4.8 Jackson Meadows 6A/6B Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$108.10 per unit. There is currently no inflator associated with the Jackson Meadows 6A/6B Zone assessments.

There are currently 70 parcels within this Zone, and the total Zone costs are spread to each of the 70 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$7,560.00
Total Units	70
Fiscal Year 2018/19 Actual Assessment Per Unit	\$108.00
Fiscal Year 2018/19 Maximum Assessment Per Unit	\$108.10

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$108.00
Fiscal Year 2018/19 Actual Assessment Per Unit	\$108.00
Change in the Actual Assessment Rate	\$0.00

4.9 Jackson Meadows Number 7 Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$314.58 per unit. There is currently no inflator associated with the Jackson Meadows Number 7 Zone assessments.

There are currently 10 parcels within this Zone, and the total Zone costs are spread to each of the 10 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$1,000.00
Total Units	10
Fiscal Year 2018/19 Actual Assessment Per Unit	\$100.00
Fiscal Year 2018/19 Maximum Assessment Per Unit	\$314.58

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$100.00
Fiscal Year 2018/19 Actual Assessment Per Unit	\$100.00
Change in the Actual Assessment Rate	\$0.00

4.10 La Grande Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$88.00 per unit. There is currently no inflator associated with the La Grande Estates Zone assessments.

There are currently 32 parcels within this Zone, and the total Zone costs are spread to each of the 32 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$2,816.00
Total Units	32
Fiscal Year 2018/19 Actual Assessment Per Unit	\$88.00
Fiscal Year 2018/19 Maximum Assessment Per Unit	\$88.00

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$88.00
Fiscal Year 2018/19 Actual Assessment Per Unit	\$88.00
Change in the Actual Assessment Rate	\$0.00

4.11 Lacrosse/Gera Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$142.99 per unit. There is currently no inflator associated with the Lacrosse/Gera Zone assessments.

There are currently 24 parcels within this Zone, and the total Zone costs are spread to each of the 24 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$1,200.00
Total Units	24
Fiscal Year 2018/19 Actual Assessment Per Unit	\$50.00
Fiscal Year 2018/19 Maximum Assessment Per Unit	\$142.99

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$50.00
Fiscal Year 2018/19 Actual Assessment Per Unit	\$50.00
Change in the Actual Assessment Rate	\$0.00

4.12 Llagas Creek Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$140.84 per unit. In July 2005 the City conducted Proposition 218 proceedings to increase the maximum assessment rate and add an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The rate increase took effect in Fiscal Year 2005/06 and the 3% inflator took effect in Fiscal Year 2006/07.

There are currently 71 parcels within this Zone, and the total Zone costs are spread to each of the 71 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$16,590.57
Total Units	71
Fiscal Year 2018/19 Actual Assessment Per Unit	\$233.67
Fiscal Year 2018/19 Maximum Assessment Per Unit	\$279.02

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$233.67
Fiscal Year 2018/19 Actual Assessment Per Unit	\$233.67
Change in the Actual Assessment Rate	\$0.00

4.13 Llagas/Obata Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$629.16 per unit. There is currently no inflator associated with the Llagas/Obata Zone assessments.

There are currently five parcels within this Zone, and the total Zone costs are spread to each of the five units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$2,000.00
Total Units	5
Fiscal Year 2018/19 Actual Assessment Per Unit	\$400.00
Fiscal Year 2018/19 Maximum Assessment Per Unit	\$629.16

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$143.92
Fiscal Year 2018/19 Actual Assessment Per Unit	\$400.00
Change in the Actual Assessment Rate	\$256.08

4.14 Mill Creek Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$186.82 per unit. There is currently no inflator associated with the Mill Creek Zone assessments.

There are currently 84 parcels within this Zone, and the total Zone costs are spread to each of the 84 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$15,692.88
Total Units	84
Fiscal Year 2018/19 Actual Assessment Per Unit	\$186.82
Fiscal Year 2018/19 Maximum Assessment Per Unit	\$186.82

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$186.82
Fiscal Year 2018/19 Actual Assessment Per Unit	\$186.82
Change in the Actual Assessment Rate	\$0.00

4.15 Oak Creek I, II, III

The assessment rate originally approved at the time of annexing this Zone into the District was \$453.82 per unit. There is currently no inflator associated with the Oak Creek I, II, III Zone assessments.

There are currently 119 parcels within this Zone, and the total Zone costs are spread to each of the 119 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$41,650.00
Total Units	119
Fiscal Year 2018/19 Actual Assessment Per Unit	\$350.00
Fiscal Year 2018/19 Maximum Assessment Per Unit	\$453.82

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$350.00
Fiscal Year 2018/19 Actual Assessment Per Unit	\$350.00
Change in the Actual Assessment Rate	\$0.00

4.16 Parsons Corner Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$568.32 per unit. There is currently no inflator associated with the Parsons Corner Zone assessments.

There are currently 10 parcels within this Zone, and the total Zone costs are spread to each of the 10 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$2,500.00
Total Units	10
Fiscal Year 2018/19 Actual Assessment Per Unit	\$250.00
Fiscal Year 2018/19 Maximum Assessment Per Unit	\$568.32

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$250.00
Fiscal Year 2018/19 Actual Assessment Per Unit	\$250.00
Change in the Actual Assessment Rate	\$0.00

4.17 Rose Haven Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$488.47 per unit. There is currently no inflator associated with the Rose Haven Zone assessments.

There are currently 24 parcels with a total of 27 units within this Zone, and the total Zone costs are spread to each of the 27 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$10,800.00
Total Units	27
Fiscal Year 2018/19 Actual Assessment Per Unit	\$400.00
Fiscal Year 2018/19 Maximum Assessment Per Unit	\$488.47

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$488.00
Fiscal Year 2018/19 Actual Assessment Per Unit	\$400.00
Change in the Actual Assessment Rate	(\$88.00)

4.18 Sandalwood Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$192.39 per unit. In April 2018, property owners approved the assessment rate increase to \$450.00 per unit. There is currently no inflator associated with the Sandalwood Zone assessments.

There are currently 11 parcels within this Zone, and the total Zone costs are spread to each of the 11 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$4,950.00
Total Units	11
Fiscal Year 2018/19 Actual Assessment Per Unit	\$450.00
Fiscal Year 2018/19 Maximum Assessment Per Unit (1)	\$450.00

(1) Assessment Rate increase approved by property owners in April 2018.

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$192.36
Fiscal Year 2018/19 Actual Assessment Per Unit	\$450.00
Change in the Actual Assessment Rate	\$257.64

4.19 Sparhawk Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$174.77 per unit. In July 2005 the City conducted Proposition 218 proceedings to increase the maximum assessment rate and add an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The rate increase took effect in Fiscal Year 2005/06 and the 3% inflator took effect in Fiscal Year 2006/07.

There are currently 18 parcels within this Zone, and the total Zone costs are spread to each of the 18 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$4,478.76
Total Units	18
Fiscal Year 2018/19 Actual Assessment Per Unit	\$248.82
Fiscal Year 2018/19 Maximum Assessment Per Unit	\$297.11

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$248.82
Fiscal Year 2018/19 Actual Assessment Per Unit	\$248.82
Change in the Actual Assessment Rate	\$0.00

4.20 Stone Creek Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$306.66 per unit. In July 2005 the City conducted Proposition 218 proceedings to add an annual inflator of 3% for the Zone. Property owners approved the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The inflator took effect in Fiscal Year 2005/06.

There are currently 35 parcels within this Zone, and the total Zone costs are spread to each of the 35 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$13,596.10
Total Units	35
Fiscal Year 2018/19 Actual Assessment Per Unit	\$388.46
Fiscal Year 2018/19 Maximum Assessment Per Unit	\$463.83

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2017/18 Actual Assessment Per Unit	\$388.46
Fiscal Year 2018/19 Actual Assessment Per Unit	\$388.46
Change in the Actual Assessment Rate	\$0.00

4.21 Sunnyside/Stone Gate Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$449.40 per unit. In July 2005 the City conducted Proposition 218 proceedings to add an annual inflator of 3% for the Zone. Property owners approved the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The inflator took effect in Fiscal Year 2005/06.

There are currently 10 parcels within this Zone, and the total Zone costs are spread to each of the 10 units as follows:

Estimated Fiscal Year 2018/19 Costs and Fund Adjustment	\$3,750.00
Total Units	10
Fiscal Year 2018/19 Actual Assessment Per Unit	\$375.00
Fiscal Year 2018/19 Maximum Assessment Per Unit	\$679.75

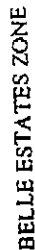
Any change in the assessment rate from the previous fiscal year is identified below:

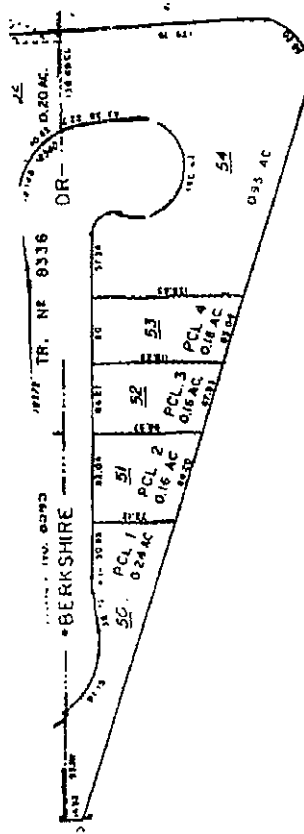
Fiscal Year 2017/18 Actual Assessment Per Unit	\$375.00
Fiscal Year 2018/19 Actual Assessment Per Unit	\$375.00
Change in the Actual Assessment Rate	\$0.00

5. ASSESSMENT DIAGRAMS

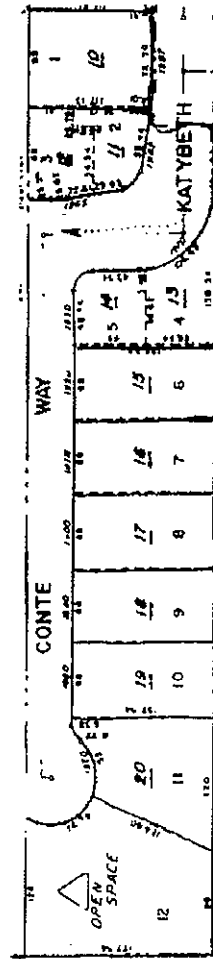
The Assessment Diagrams for each Zone in the District have been submitted to the City Clerk in the format required under the provisions of the Act. Copies of the diagrams are included herein. The lines and dimensions shown on maps of the County Assessor for the current year are, by reference, made part of this Report as well.

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)

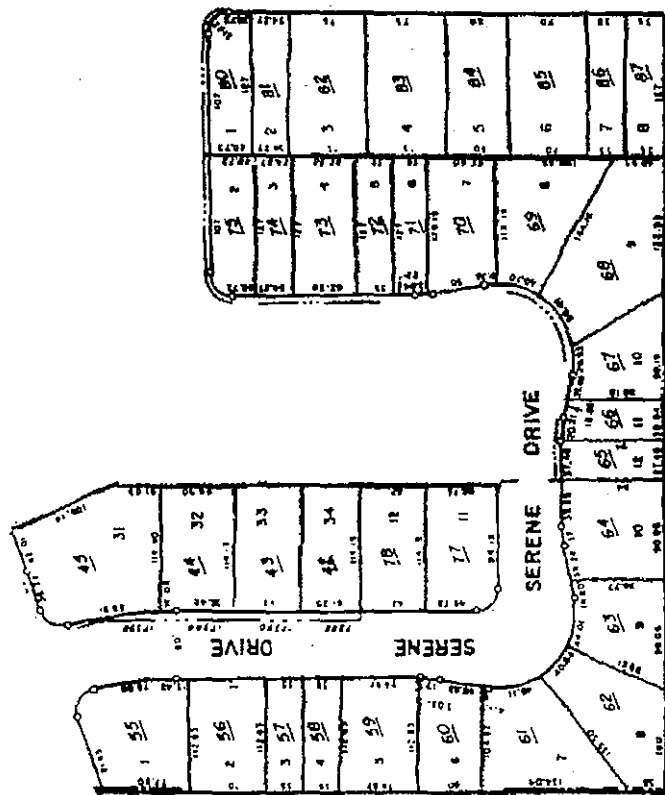




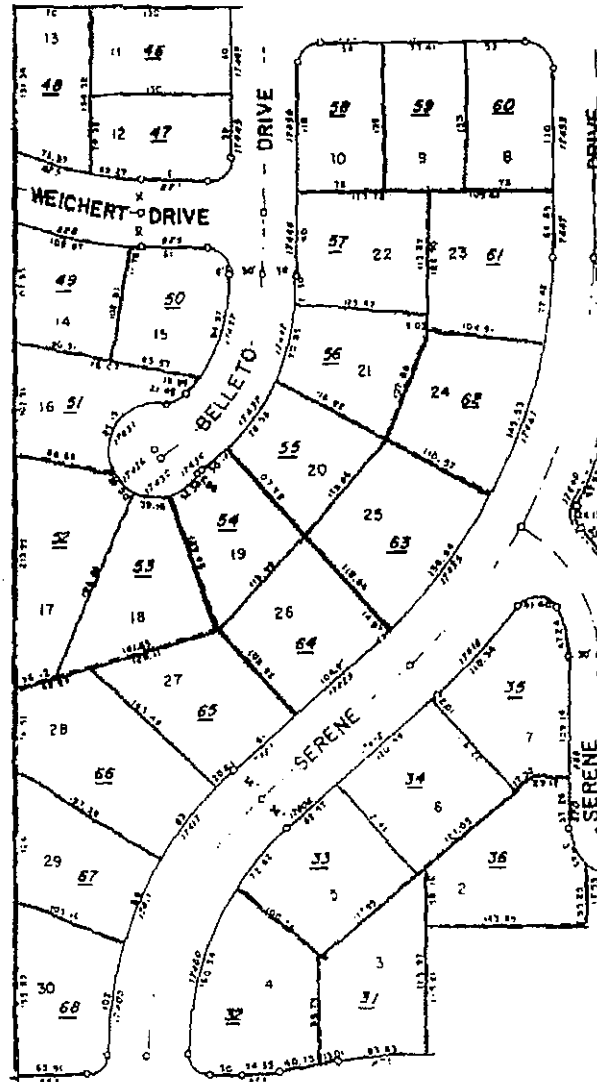
CHIANG/BERTELONE ZONE



CONTE GARDENS ZONE

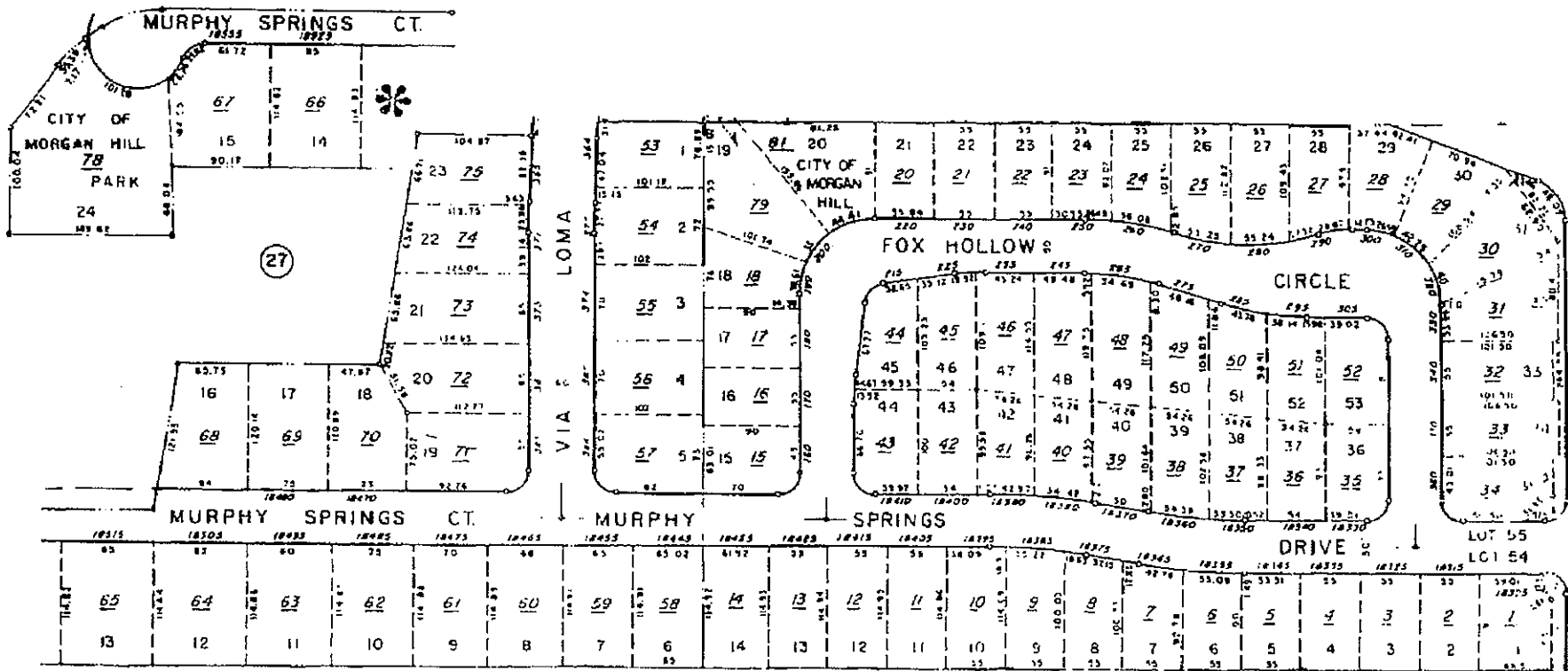


DIANA ESTATES ZONE SHEET 1



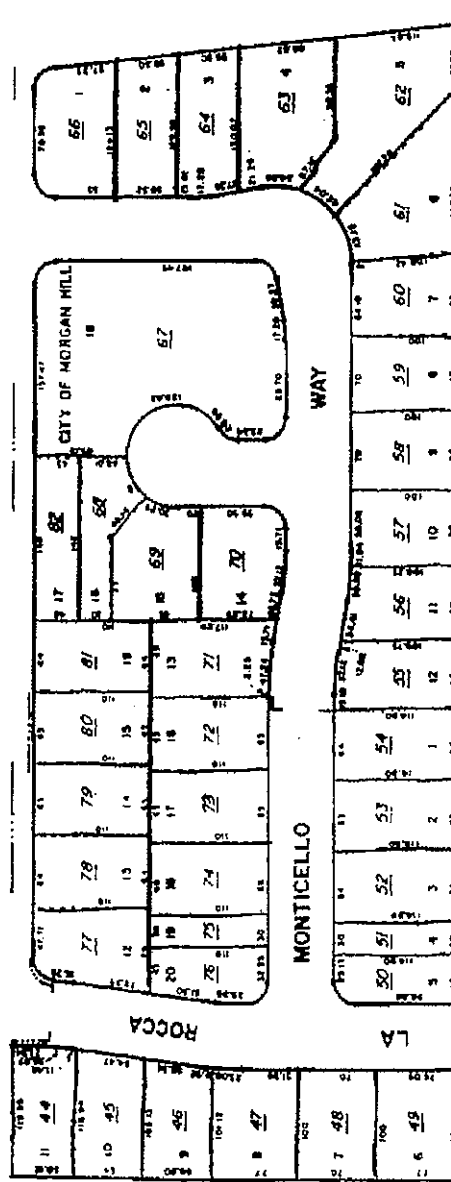
DIANA ESTATES ZONE SHEET 2

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)

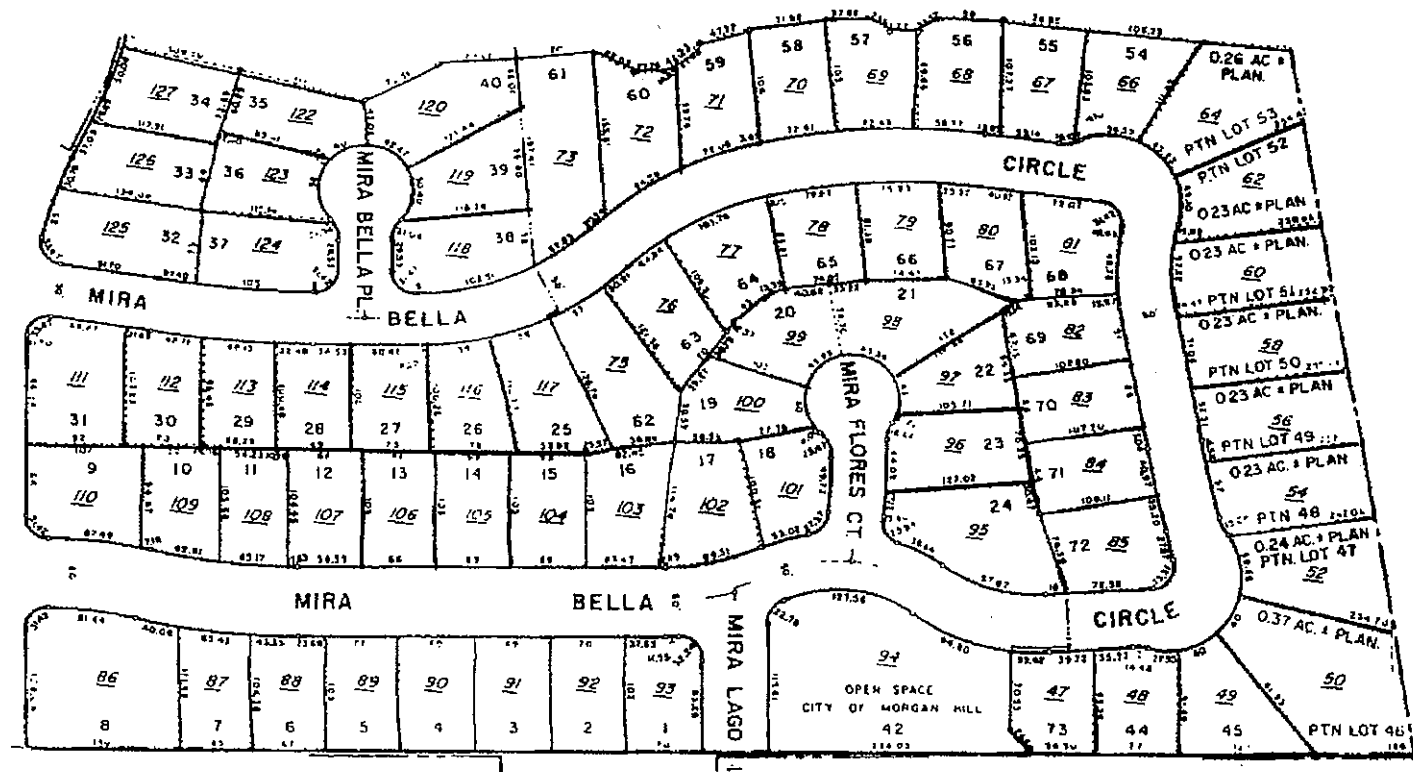


FOX HOLLOW/MURPHY SPRINGS ZONE

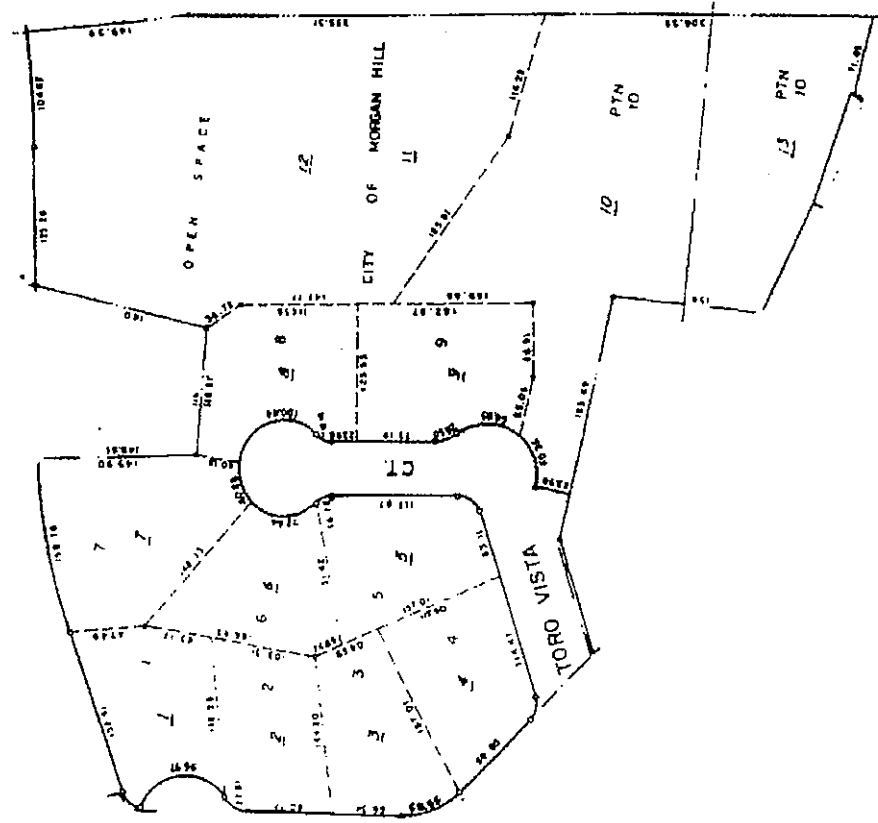
Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



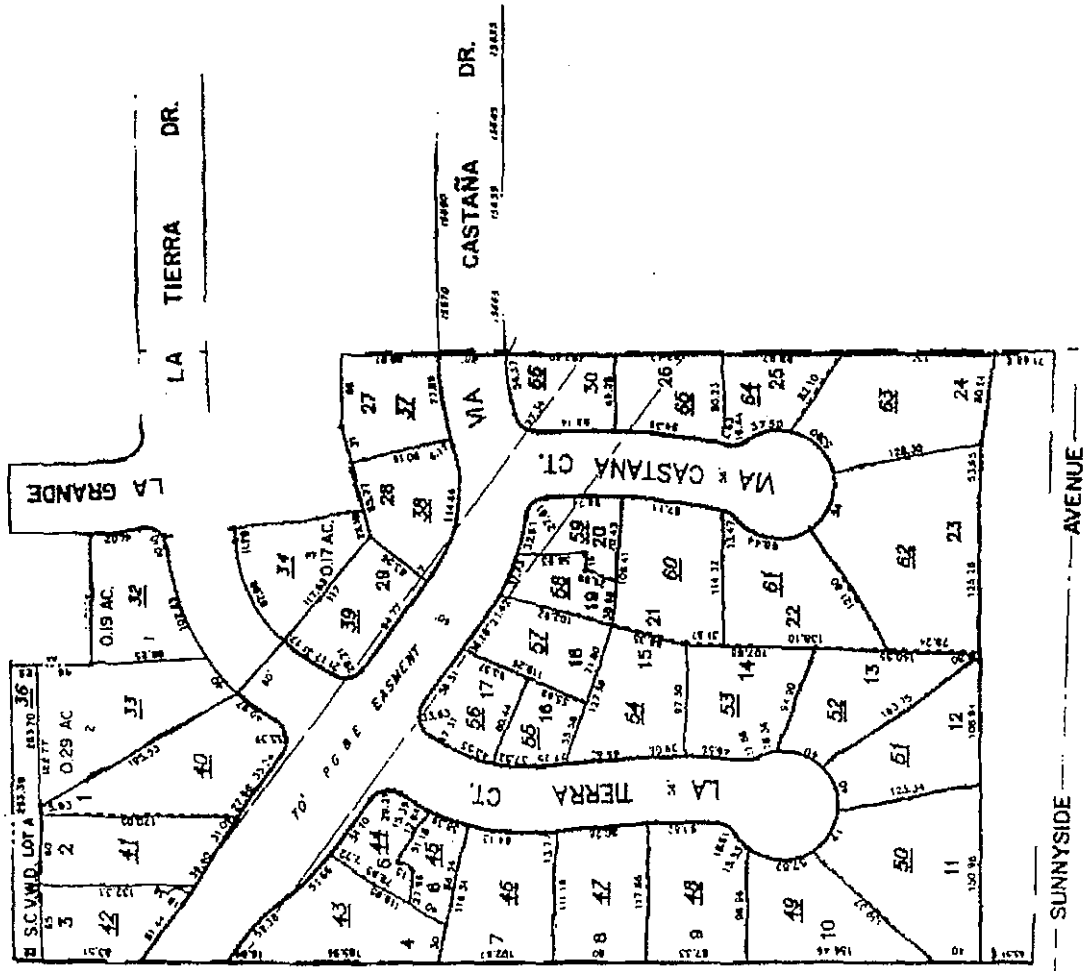
HAMILTON SQUARE ZONE



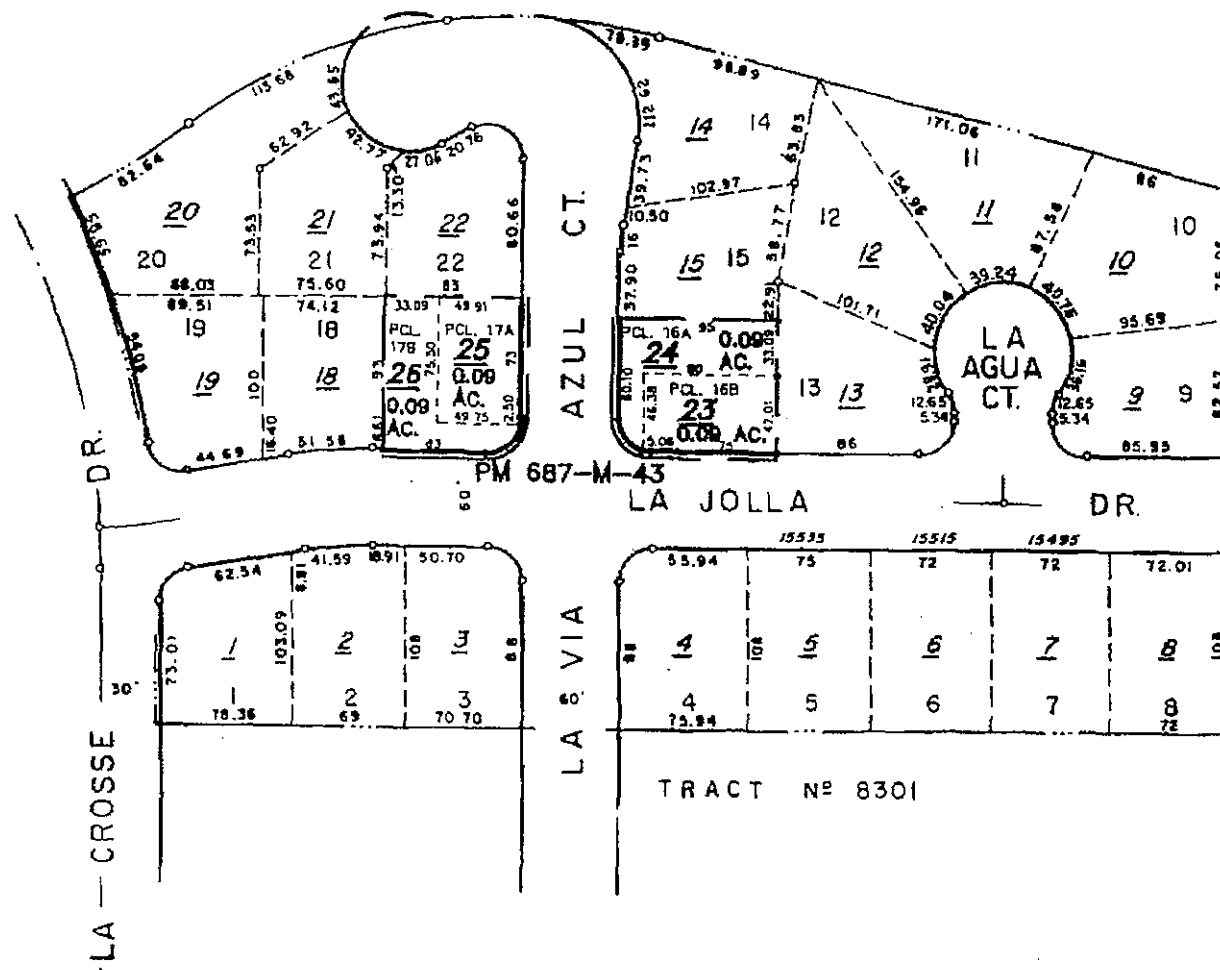
JACKSON MEADOWS #6 ZONE

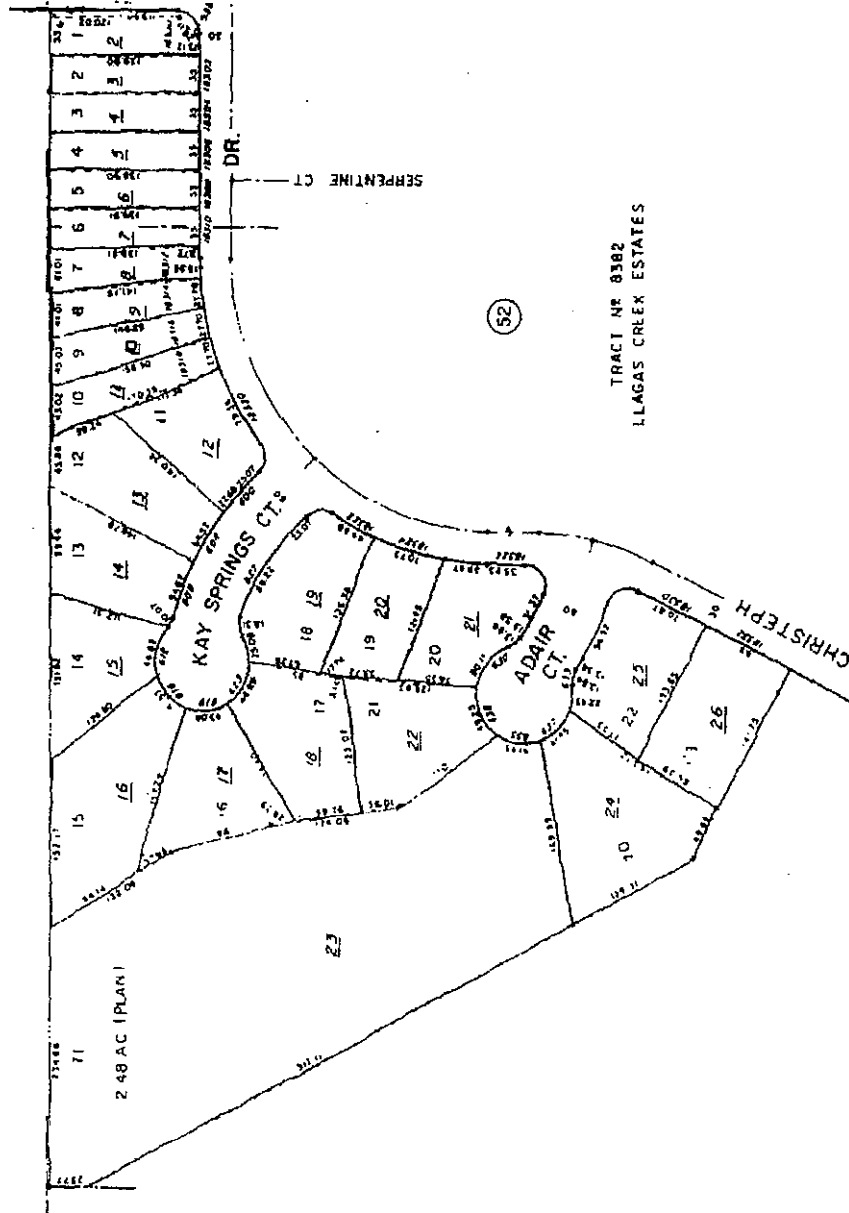


JACKSON MEADOWS #7 ZONE



LA GRANDE ESTATES ZONE



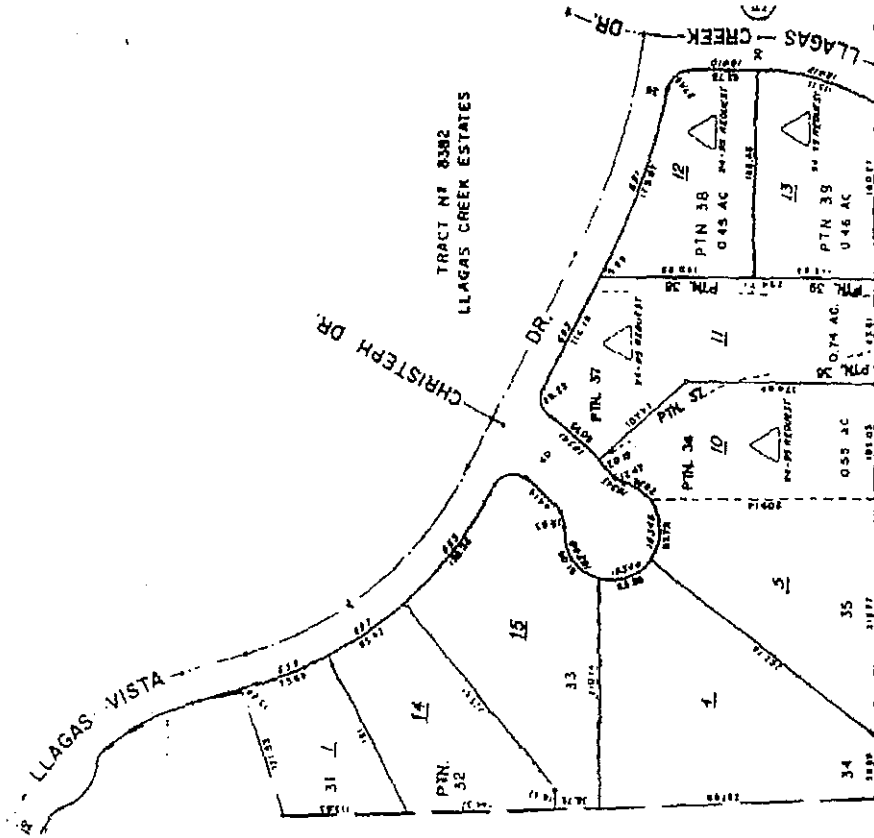


SHEET 1

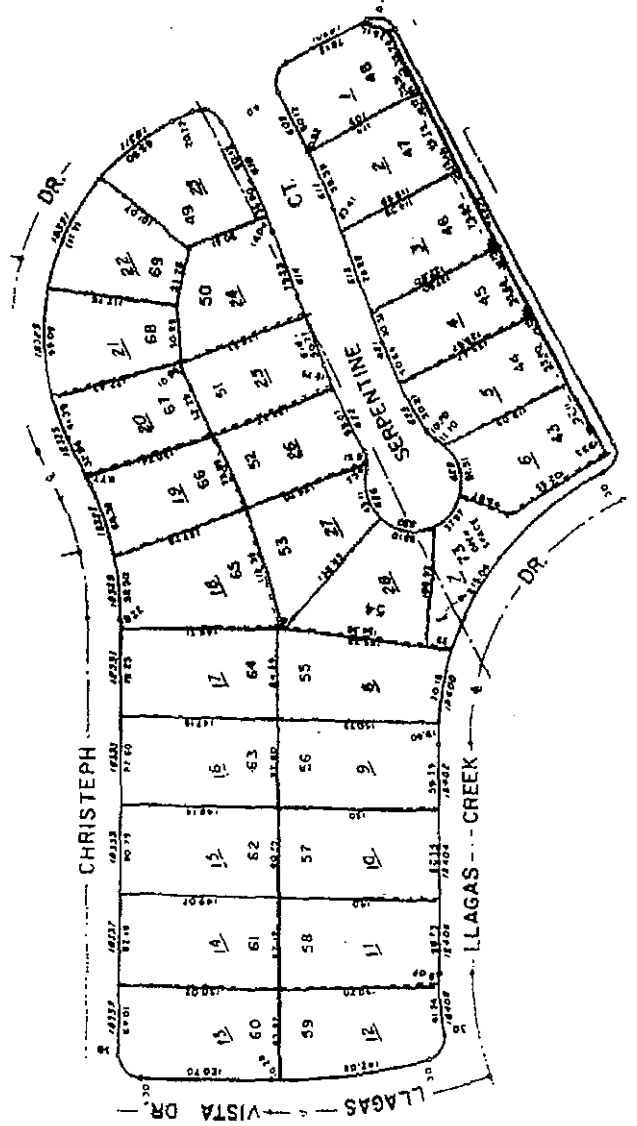
LLAGAS CREEK ESTATES ZONE

LLAGAS CREEK ESTATES ZONE

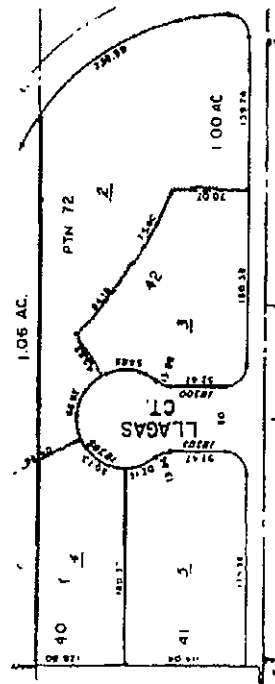




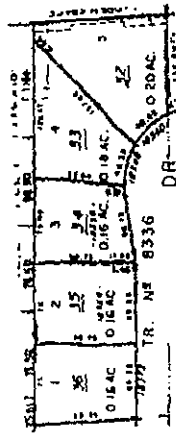
LLAGAS CREEK ESTATES ZONE SHEET 3



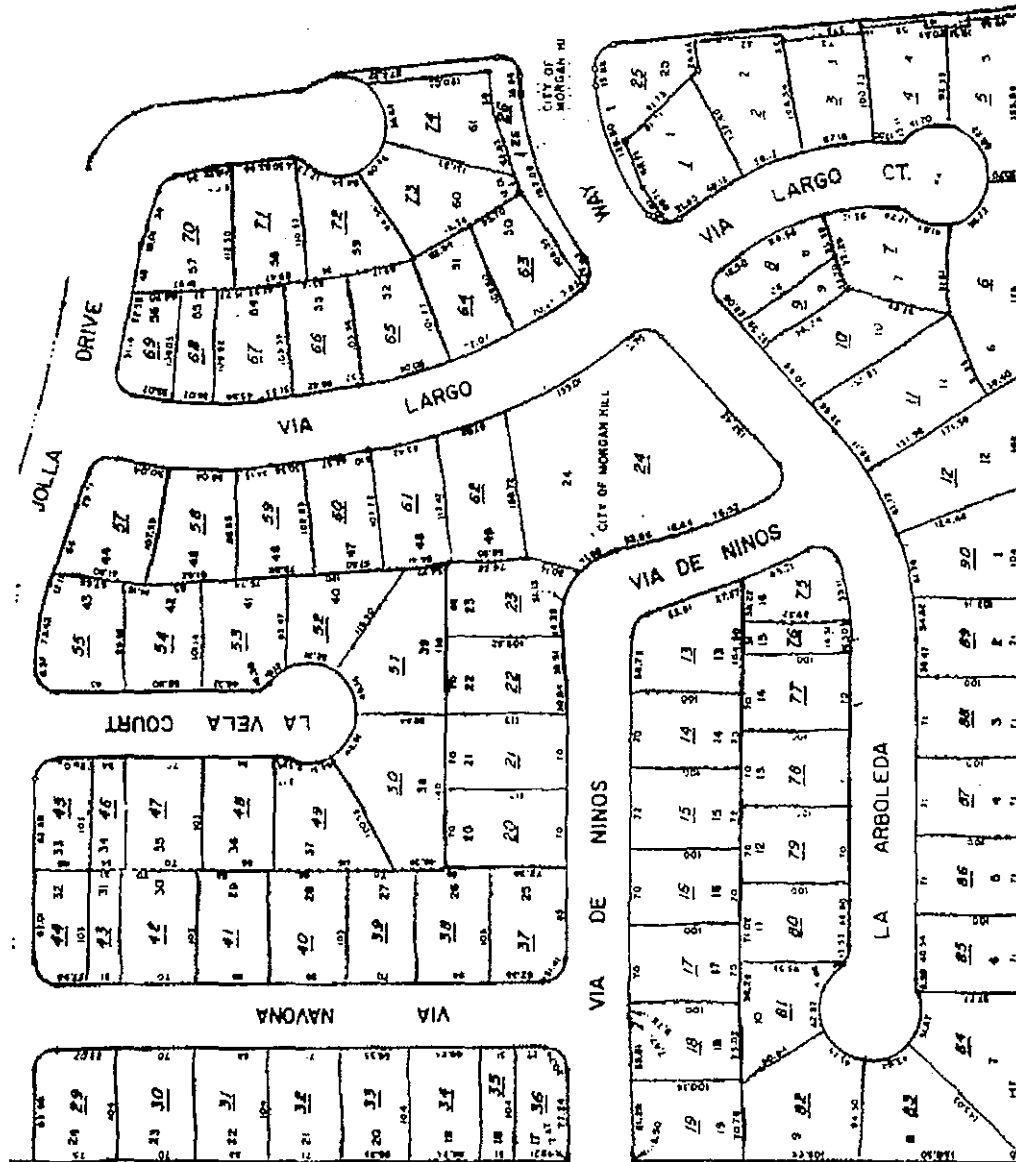
LLAGAS CREEK ESTATES ZONE SHEET 4



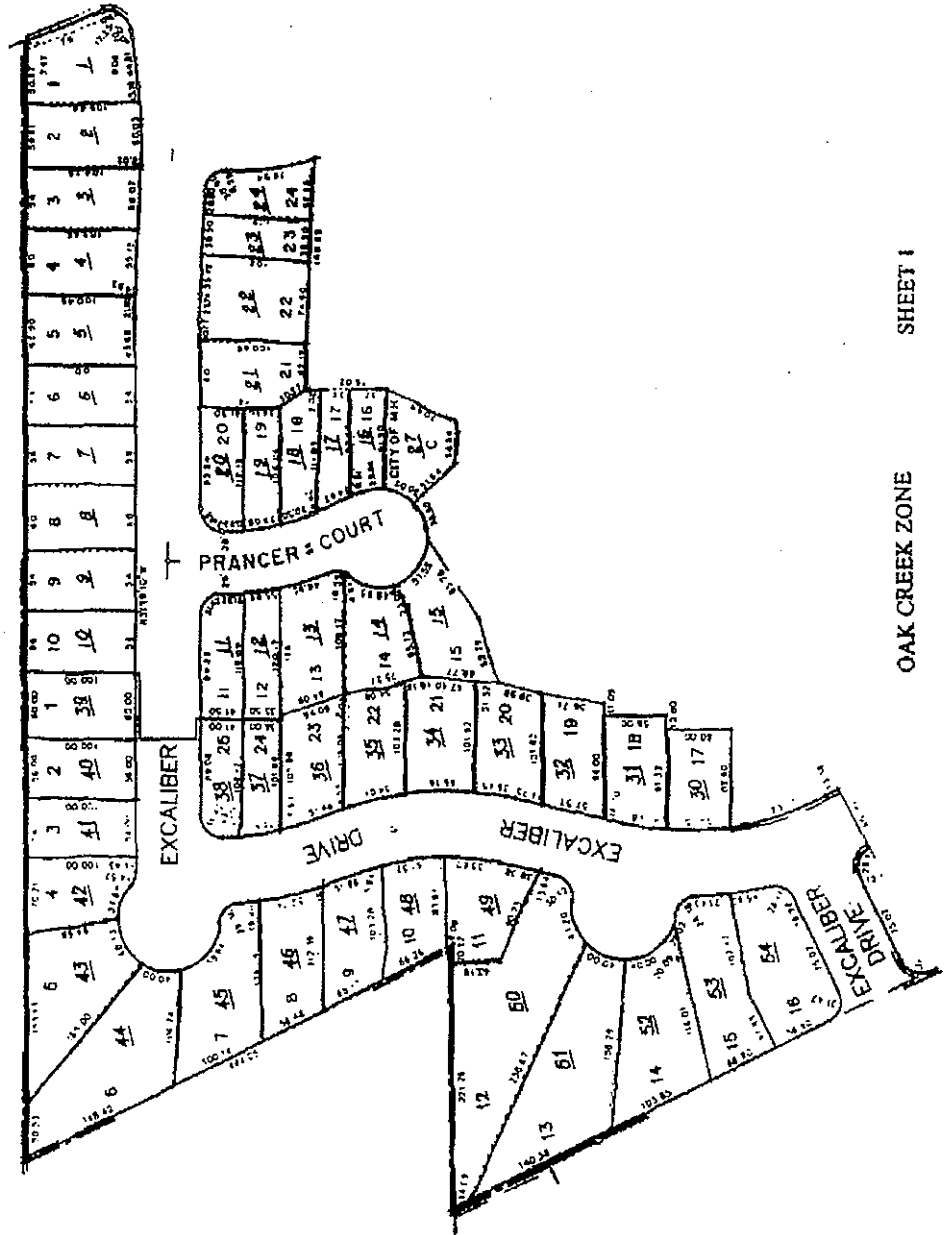
LLAGAS CREEK ESTATES ZONE SHEET 5



LLAGAS/OBATA ZONE

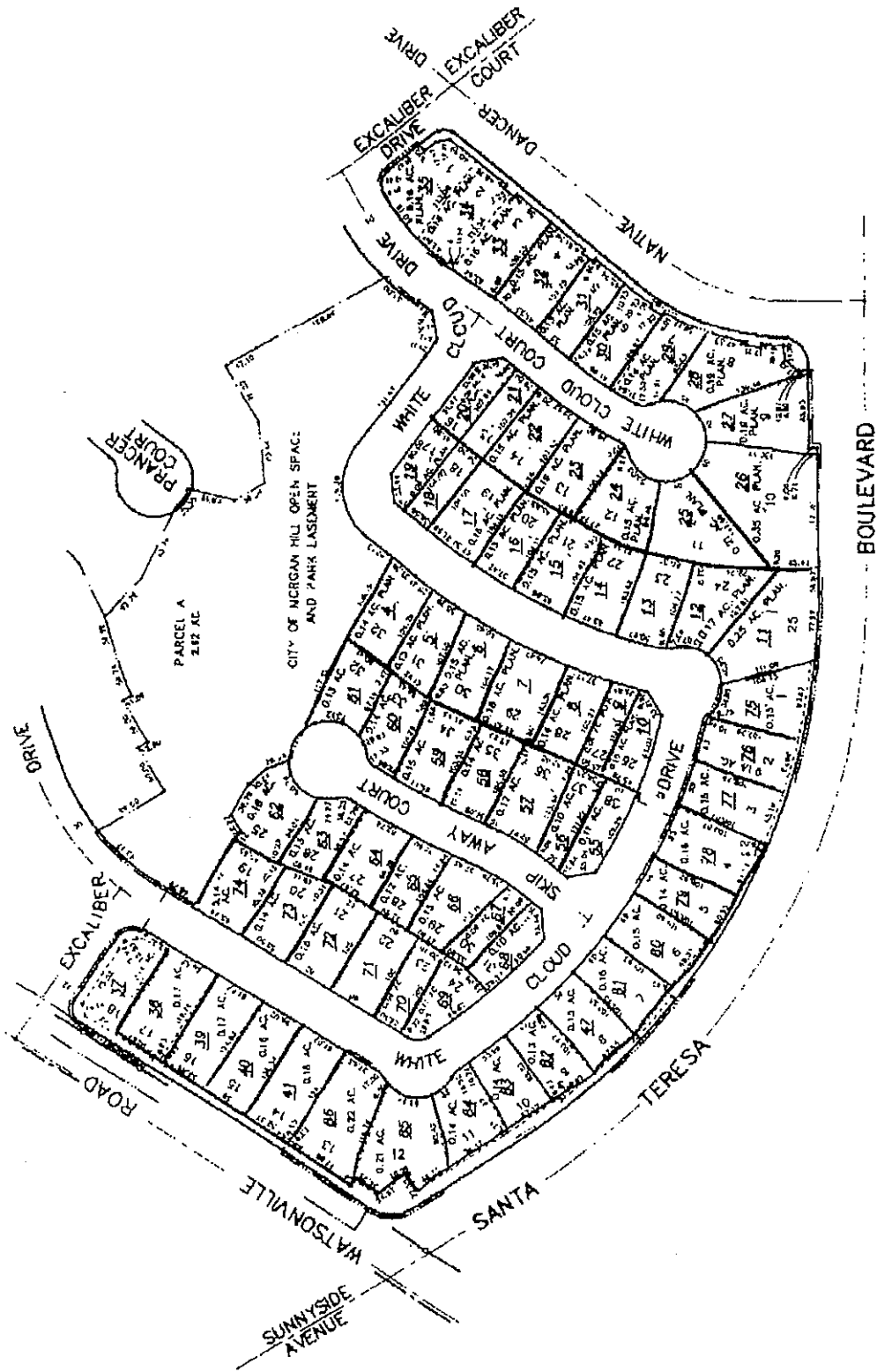


MILL CREEK ZONE

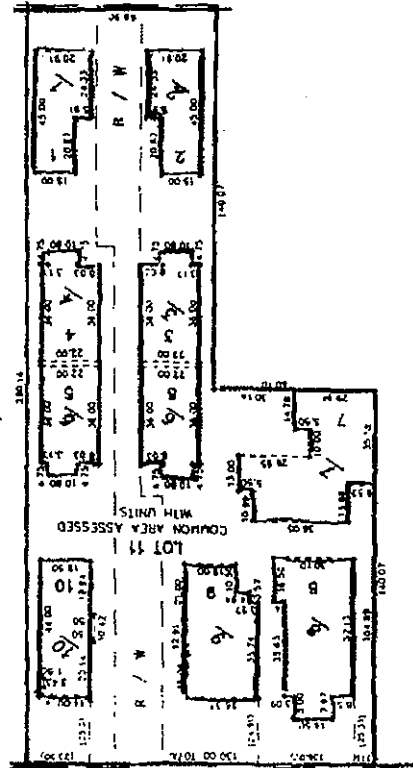


SHEET 1

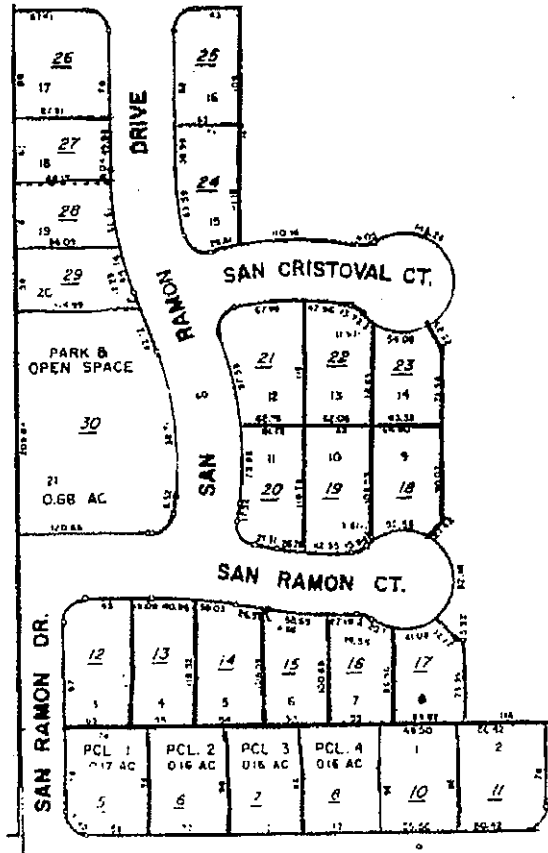
OAK CREEK ZONE



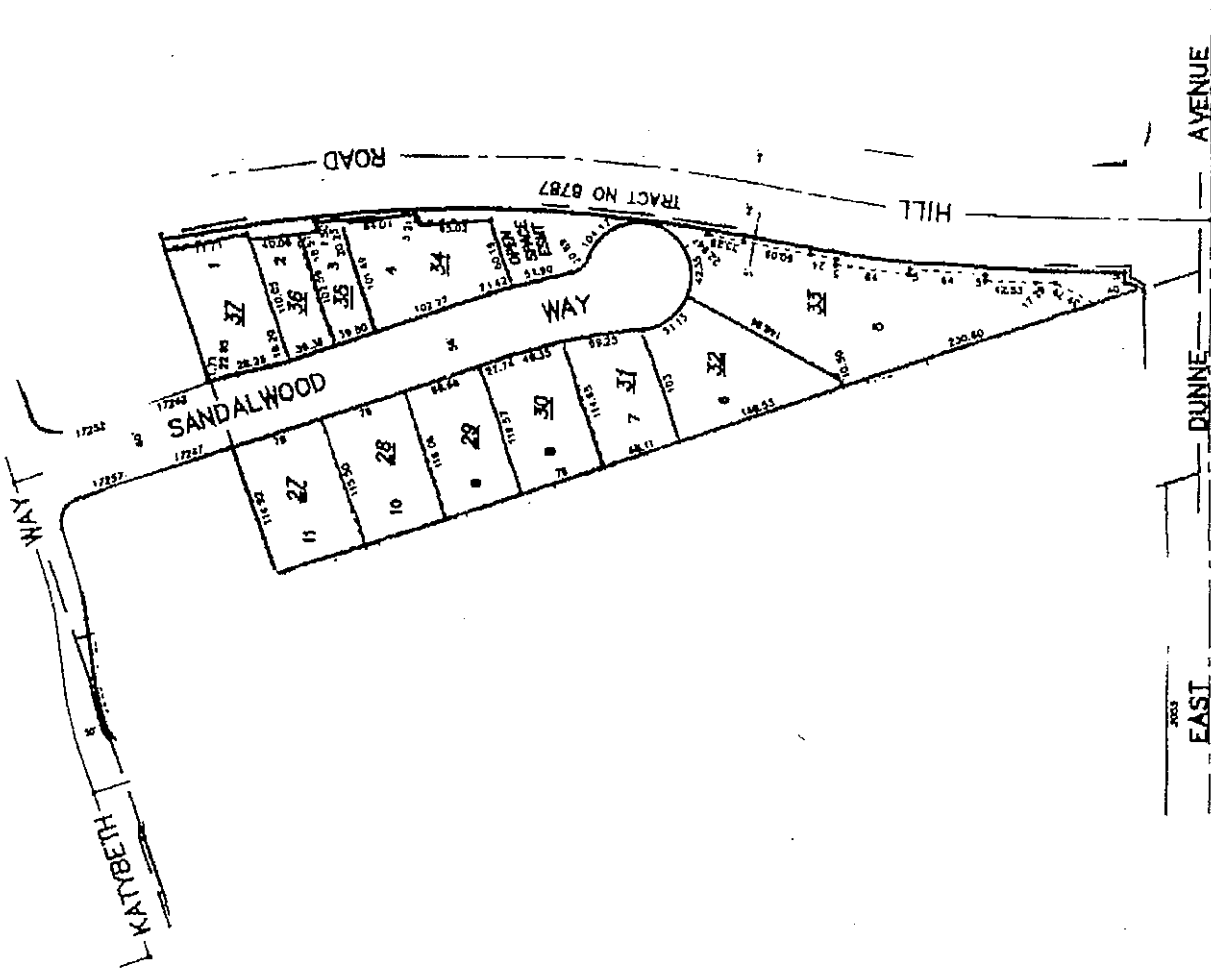
OAK CREEK ZONE SHEET 2



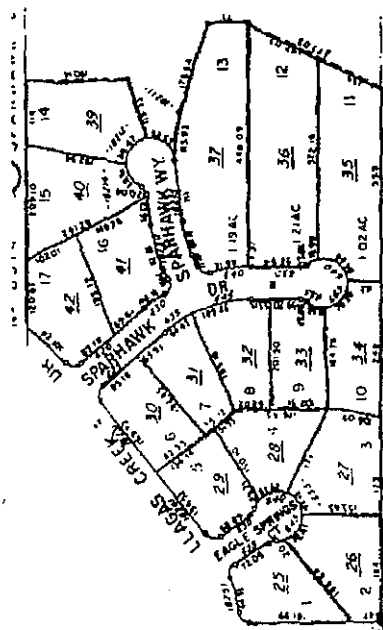
PARSONS CORNER ZONE



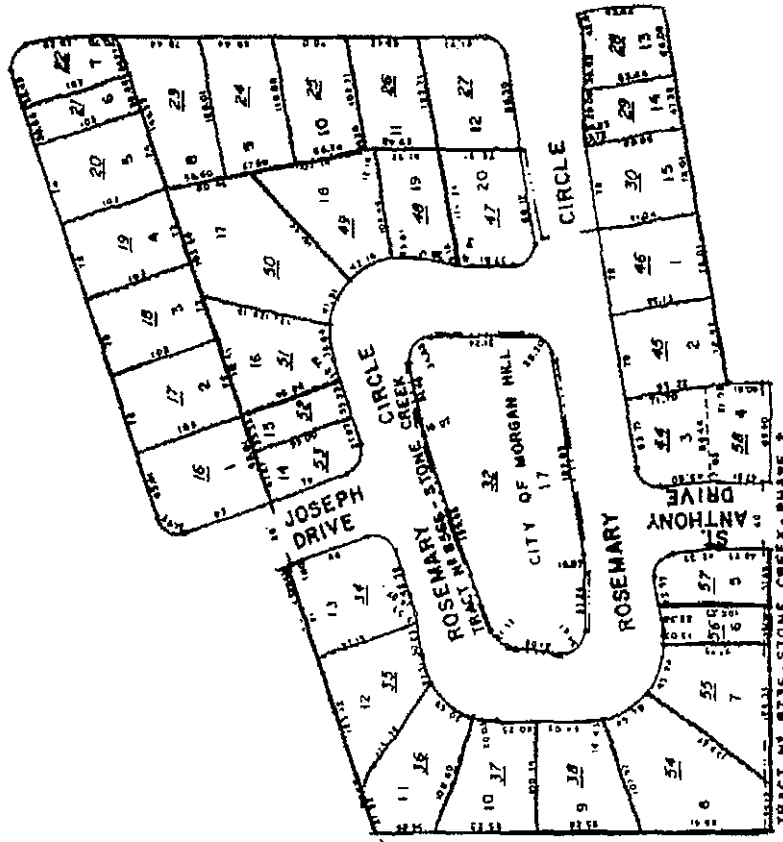
ROSEHAVEN ZONE



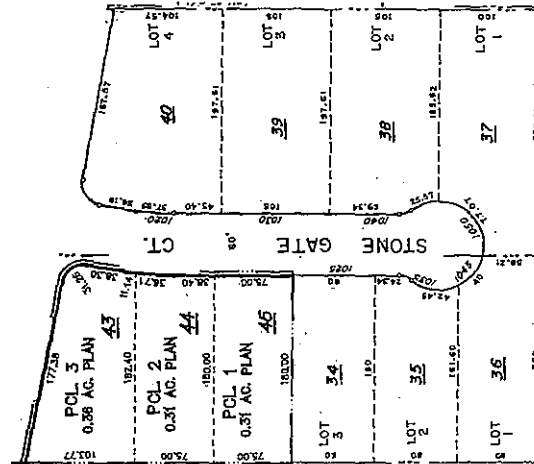
SANDALWOOD ZONE



SPARHAWK ZONE



STONE CREEK ZONE



SUNNYSIDE/STONEGATE ZONE

6. ASSESSMENT ROLL

The listing of Fiscal Year 2018/19 assessments is provided per Zone on the following pages. The description of each lot or parcel as part of the records of the County Assessor are, by reference, made part of this Report as well.

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)

**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19
Assessment Roll**

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2018/19 Assessment (1)
Belle Estates	726-16-043	\$320.00	1.00	\$0.00	\$320.00
Belle Estates	726-16-044	320.00	1.00	0.00	320.00
Belle Estates	726-16-045	320.00	1.00	0.00	320.00
Belle Estates	726-16-046	320.00	1.00	0.00	320.00
Belle Estates	726-16-048	320.00	1.00	0.00	320.00
Belle Estates	726-16-050	320.00	1.00	0.00	320.00
Belle Estates	726-16-051	320.00	1.00	0.00	320.00
Belle Estates	726-16-052	320.00	1.00	0.00	320.00
Belle Estates	726-16-053	320.00	1.00	0.00	320.00
Belle Estates	726-16-054	320.00	1.00	0.00	320.00
Belle Estates	726-16-055	320.00	1.00	0.00	320.00
Belle Estates	726-16-056	320.00	1.00	0.00	320.00
Belle Estates	726-16-057	320.00	1.00	0.00	320.00
Belle Estates	726-16-058	320.00	1.00	0.00	320.00
Belle Estates	726-16-059	320.00	1.00	0.00	320.00
Belle Estates	726-16-060	320.00	1.00	0.00	320.00
Belle Estates	726-16-061	320.00	1.00	0.00	320.00
Belle Estates	726-16-062	320.00	1.00	0.00	320.00
Belle Estates	726-16-063	320.00	1.00	0.00	320.00
Belle Estates	726-16-064	320.00	1.00	0.00	320.00
Belle Estates	726-16-065	320.00	1.00	0.00	320.00
Belle Estates	726-16-066	320.00	1.00	0.00	320.00
Belle Estates	726-16-068	320.00	1.00	0.00	320.00
Belle Estates	726-16-069	320.00	1.00	0.00	320.00
Belle Estates	726-16-070	320.00	1.00	0.00	320.00
Belle Estates	726-16-071	320.00	1.00	0.00	320.00
Belle Estates	726-16-072	320.00	1.00	0.00	320.00
Belle Estates	726-16-074	320.00	1.00	0.00	320.00
Belle Estates	726-16-075	320.00	1.00	0.00	320.00
Belle Estates	726-16-076	320.00	1.00	0.00	320.00
Belle Estates	726-16-077	320.00	1.00	0.00	320.00
Belle Estates	726-16-078	320.00	1.00	0.00	320.00
Belle Estates	726-16-079	320.00	1.00	0.00	320.00
Belle Estates	726-16-080	320.00	1.00	0.00	320.00
Belle Estates	726-16-081	320.00	1.00	0.00	320.00
Belle Estates	726-16-082	320.00	1.00	0.00	320.00
Chang/Bertelone	764-23-050	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-051	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-052	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-053	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-057	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-058	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-059	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-060	550.00	1.00	0.00	550.00
Conte Gardens	728-10-010	365.00	1.00	0.00	365.00
Conte Gardens	728-10-011	365.00	1.00	0.00	365.00
Conte Gardens	728-10-012	365.00	1.00	0.00	365.00
Conte Gardens	728-10-013	365.00	1.00	0.00	365.00
Conte Gardens	728-10-014	365.00	1.00	0.00	365.00
Conte Gardens	728-10-015	365.00	1.00	0.00	365.00
Conte Gardens	728-10-016	365.00	1.00	0.00	365.00
Conte Gardens	728-10-017	365.00	1.00	0.00	365.00

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2018/19 Assessment (1)
Conte Gardens	728-10-018	365.00	1.00	0.00	365.00
Conte Gardens	728-10-019	365.00	1.00	0.00	365.00
Conte Gardens	728-10-020	365.00	1.00	0.00	365.00
Diana Estates	726-07-042	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-043	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-044	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-045	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-055	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-056	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-057	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-058	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-059	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-060	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-061	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-062	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-063	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-064	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-065	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-066	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-067	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-068	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-069	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-070	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-071	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-072	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-073	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-074	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-075	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-077	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-078	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-080	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-081	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-082	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-083	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-084	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-085	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-086	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-087	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-031	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-032	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-033	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-034	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-035	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-036	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-046	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-047	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-048	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-049	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-050	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-051	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-052	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-053	139.39	1.00	(0.01)	139.38

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2018/19 Assessment (1)
Diana Estates	726-08-054	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-055	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-056	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-057	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-058	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-059	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-060	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-061	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-062	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-063	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-064	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-065	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-066	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-067	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-068	139.39	1.00	(0.01)	139.38
Fox Hollow/Murphy Sp	764-47-001	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-002	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-003	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-004	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-005	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-006	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-007	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-008	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-009	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-010	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-011	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-012	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-013	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-014	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-015	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-016	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-017	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-018	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-020	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-021	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-022	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-023	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-024	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-025	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-026	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-027	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-028	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-029	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-030	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-031	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-032	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-033	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-034	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-035	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-036	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-037	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-038	173.53	1.00	(0.01)	173.52

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City of Morgan Hill
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Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2018/19 Assessment (1)
Fox Hollow/Murphy Sp	764-47-039	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-040	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-041	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-042	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-043	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-044	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-045	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-046	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-047	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-048	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-049	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-050	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-051	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-052	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-053	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-054	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-055	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-056	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-057	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-058	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-059	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-060	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-061	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-062	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-063	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-064	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-065	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-066	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-067	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-068	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-069	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-070	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-071	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-072	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-073	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-074	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-075	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-079	173.53	1.00	(0.01)	173.52
Hamilton Square	767-36-044	325.00	1.00	0.00	325.00
Hamilton Square	767-36-045	325.00	1.00	0.00	325.00
Hamilton Square	767-36-046	325.00	1.00	0.00	325.00
Hamilton Square	767-36-047	325.00	1.00	0.00	325.00
Hamilton Square	767-36-048	325.00	1.00	0.00	325.00
Hamilton Square	767-36-049	325.00	1.00	0.00	325.00
Hamilton Square	767-36-050	325.00	1.00	0.00	325.00
Hamilton Square	767-36-051	325.00	1.00	0.00	325.00
Hamilton Square	767-36-052	325.00	1.00	0.00	325.00
Hamilton Square	767-36-053	325.00	1.00	0.00	325.00
Hamilton Square	767-36-054	325.00	1.00	0.00	325.00
Hamilton Square	767-36-055	325.00	1.00	0.00	325.00
Hamilton Square	767-36-056	325.00	1.00	0.00	325.00
Hamilton Square	767-36-057	325.00	1.00	0.00	325.00

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Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2018/19 Assessment (1)
Hamilton Square	767-36-058	325.00	1.00	0.00	325.00
Hamilton Square	767-36-059	325.00	1.00	0.00	325.00
Hamilton Square	767-36-060	325.00	1.00	0.00	325.00
Hamilton Square	767-36-061	325.00	1.00	0.00	325.00
Hamilton Square	767-36-062	325.00	1.00	0.00	325.00
Hamilton Square	767-36-063	325.00	1.00	0.00	325.00
Hamilton Square	767-36-064	325.00	1.00	0.00	325.00
Hamilton Square	767-36-065	325.00	1.00	0.00	325.00
Hamilton Square	767-36-066	325.00	1.00	0.00	325.00
Hamilton Square	767-36-068	325.00	1.00	0.00	325.00
Hamilton Square	767-36-069	325.00	1.00	0.00	325.00
Hamilton Square	767-36-070	325.00	1.00	0.00	325.00
Hamilton Square	767-36-071	325.00	1.00	0.00	325.00
Hamilton Square	767-36-072	325.00	1.00	0.00	325.00
Hamilton Square	767-36-073	325.00	1.00	0.00	325.00
Hamilton Square	767-36-074	325.00	1.00	0.00	325.00
Hamilton Square	767-36-075	325.00	1.00	0.00	325.00
Hamilton Square	767-36-076	325.00	1.00	0.00	325.00
Hamilton Square	767-36-077	325.00	1.00	0.00	325.00
Hamilton Square	767-36-078	325.00	1.00	0.00	325.00
Hamilton Square	767-36-079	325.00	1.00	0.00	325.00
Hamilton Square	767-36-080	325.00	1.00	0.00	325.00
Hamilton Square	767-36-081	325.00	1.00	0.00	325.00
Hamilton Square	767-36-082	325.00	1.00	0.00	325.00
Jackson Meadows #6	817-26-047	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-048	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-049	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-066	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-067	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-068	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-069	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-070	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-071	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-072	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-073	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-075	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-076	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-077	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-078	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-079	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-080	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-081	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-082	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-083	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-084	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-085	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-086	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-087	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-088	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-089	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-090	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-091	108.00	1.00	0.00	108.00

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Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2018/19 Assessment (1)
Jackson Meadows #6	817-26-092	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-093	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-095	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-096	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-097	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-098	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-099	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-100	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-101	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-102	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-103	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-104	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-105	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-106	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-107	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-108	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-109	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-110	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-111	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-112	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-113	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-114	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-115	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-116	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-117	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-118	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-119	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-120	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-122	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-123	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-124	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-125	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-126	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-127	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-129	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-130	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-131	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-132	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-133	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-134	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-135	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-136	108.00	1.00	0.00	108.00
Jackson Meadows #7	817-70-001	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-002	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-003	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-004	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-005	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-006	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-007	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-008	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-009	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-017	100.00	1.00	0.00	100.00

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Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2018/19 Assessment (1)
La Grande Estates	767-45-032	88.00	1.00	0.00	88.00
La Grande Estates	767-45-033	88.00	1.00	0.00	88.00
La Grande Estates	767-45-034	88.00	1.00	0.00	88.00
La Grande Estates	767-45-037	88.00	1.00	0.00	88.00
La Grande Estates	767-45-038	88.00	1.00	0.00	88.00
La Grande Estates	767-45-039	88.00	1.00	0.00	88.00
La Grande Estates	767-45-040	88.00	1.00	0.00	88.00
La Grande Estates	767-45-041	88.00	1.00	0.00	88.00
La Grande Estates	767-45-042	88.00	1.00	0.00	88.00
La Grande Estates	767-45-043	88.00	1.00	0.00	88.00
La Grande Estates	767-45-044	88.00	1.00	0.00	88.00
La Grande Estates	767-45-045	88.00	1.00	0.00	88.00
La Grande Estates	767-45-046	88.00	1.00	0.00	88.00
La Grande Estates	767-45-047	88.00	1.00	0.00	88.00
La Grande Estates	767-45-048	88.00	1.00	0.00	88.00
La Grande Estates	767-45-049	88.00	1.00	0.00	88.00
La Grande Estates	767-45-050	88.00	1.00	0.00	88.00
La Grande Estates	767-45-051	88.00	1.00	0.00	88.00
La Grande Estates	767-45-052	88.00	1.00	0.00	88.00
La Grande Estates	767-45-053	88.00	1.00	0.00	88.00
La Grande Estates	767-45-054	88.00	1.00	0.00	88.00
La Grande Estates	767-45-055	88.00	1.00	0.00	88.00
La Grande Estates	767-45-056	88.00	1.00	0.00	88.00
La Grande Estates	767-45-057	88.00	1.00	0.00	88.00
La Grande Estates	767-45-058	88.00	1.00	0.00	88.00
La Grande Estates	767-45-059	88.00	1.00	0.00	88.00
La Grande Estates	767-45-060	88.00	1.00	0.00	88.00
La Grande Estates	767-45-061	88.00	1.00	0.00	88.00
La Grande Estates	767-45-062	88.00	1.00	0.00	88.00
La Grande Estates	767-45-063	88.00	1.00	0.00	88.00
La Grande Estates	767-45-064	88.00	1.00	0.00	88.00
La Grande Estates	767-45-065	88.00	1.00	0.00	88.00
Lacrosse/Gera	767-46-001	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-002	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-003	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-004	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-005	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-006	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-007	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-008	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-009	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-010	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-011	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-012	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-013	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-014	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-015	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-018	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-019	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-020	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-021	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-022	50.00	1.00	0.00	50.00

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Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2018/19 Assessment (1)
Lacrosse/Gera	767-46-023	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-024	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-025	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-026	50.00	1.00	0.00	50.00
Llagas Creek	764-49-002	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-003	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-004	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-005	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-006	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-007	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-008	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-009	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-010	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-011	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-012	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-013	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-014	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-015	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-016	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-017	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-018	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-019	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-020	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-021	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-022	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-023	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-024	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-025	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-026	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-001	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-002	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-003	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-004	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-005	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-006	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-007	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-001	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-004	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-005	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-010	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-011	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-012	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-013	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-014	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-015	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-001	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-002	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-003	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-004	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-005	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-006	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-008	233.67	1.00	(0.01)	233.66

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)

**City of Morgan Hill
Landscape Assessment District No. 1
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Assessment Roll**

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2018/19 Assessment (1)
Llagas Creek	764-52-009	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-010	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-011	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-012	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-013	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-014	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-015	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-016	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-017	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-018	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-019	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-020	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-021	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-022	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-023	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-024	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-025	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-026	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-027	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-028	233.67	1.00	(0.01)	233.66
Llagas Creek	764-53-003	233.67	1.00	(0.01)	233.66
Llagas Creek	764-53-004	233.67	1.00	(0.01)	233.66
Llagas Creek	764-53-005	233.67	1.00	(0.01)	233.66
Llagas/Obata	764-23-032	400.00	1.00	0.00	400.00
Llagas/Obata	764-23-033	400.00	1.00	0.00	400.00
Llagas/Obata	764-23-034	400.00	1.00	0.00	400.00
Llagas/Obata	764-23-035	400.00	1.00	0.00	400.00
Llagas/Obata	764-23-036	400.00	1.00	0.00	400.00
Mill Creek	767-47-001	186.82	1.00	0.00	186.82
Mill Creek	767-47-002	186.82	1.00	0.00	186.82
Mill Creek	767-47-003	186.82	1.00	0.00	186.82
Mill Creek	767-47-004	186.82	1.00	0.00	186.82
Mill Creek	767-47-005	186.82	1.00	0.00	186.82
Mill Creek	767-47-006	186.82	1.00	0.00	186.82
Mill Creek	767-47-007	186.82	1.00	0.00	186.82
Mill Creek	767-47-008	186.82	1.00	0.00	186.82
Mill Creek	767-47-009	186.82	1.00	0.00	186.82
Mill Creek	767-47-010	186.82	1.00	0.00	186.82
Mill Creek	767-47-011	186.82	1.00	0.00	186.82
Mill Creek	767-47-012	186.82	1.00	0.00	186.82
Mill Creek	767-47-013	186.82	1.00	0.00	186.82
Mill Creek	767-47-014	186.82	1.00	0.00	186.82
Mill Creek	767-47-015	186.82	1.00	0.00	186.82
Mill Creek	767-47-016	186.82	1.00	0.00	186.82
Mill Creek	767-47-017	186.82	1.00	0.00	186.82
Mill Creek	767-47-018	186.82	1.00	0.00	186.82
Mill Creek	767-47-019	186.82	1.00	0.00	186.82
Mill Creek	767-47-020	186.82	1.00	0.00	186.82
Mill Creek	767-47-021	186.82	1.00	0.00	186.82
Mill Creek	767-47-022	186.82	1.00	0.00	186.82
Mill Creek	767-47-023	186.82	1.00	0.00	186.82
Mill Creek	767-47-029	186.82	1.00	0.00	186.82

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)

City of Morgan Hill
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Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2018/19 Assessment (1)
Mill Creek	767-47-030	186.82	1.00	0.00	186.82
Mill Creek	767-47-031	186.82	1.00	0.00	186.82
Mill Creek	767-47-032	186.82	1.00	0.00	186.82
Mill Creek	767-47-033	186.82	1.00	0.00	186.82
Mill Creek	767-47-034	186.82	1.00	0.00	186.82
Mill Creek	767-47-035	186.82	1.00	0.00	186.82
Mill Creek	767-47-036	186.82	1.00	0.00	186.82
Mill Creek	767-47-037	186.82	1.00	0.00	186.82
Mill Creek	767-47-038	186.82	1.00	0.00	186.82
Mill Creek	767-47-039	186.82	1.00	0.00	186.82
Mill Creek	767-47-040	186.82	1.00	0.00	186.82
Mill Creek	767-47-041	186.82	1.00	0.00	186.82
Mill Creek	767-47-042	186.82	1.00	0.00	186.82
Mill Creek	767-47-043	186.82	1.00	0.00	186.82
Mill Creek	767-47-044	186.82	1.00	0.00	186.82
Mill Creek	767-47-045	186.82	1.00	0.00	186.82
Mill Creek	767-47-046	186.82	1.00	0.00	186.82
Mill Creek	767-47-047	186.82	1.00	0.00	186.82
Mill Creek	767-47-048	186.82	1.00	0.00	186.82
Mill Creek	767-47-049	186.82	1.00	0.00	186.82
Mill Creek	767-47-050	186.82	1.00	0.00	186.82
Mill Creek	767-47-051	186.82	1.00	0.00	186.82
Mill Creek	767-47-052	186.82	1.00	0.00	186.82
Mill Creek	767-47-053	186.82	1.00	0.00	186.82
Mill Creek	767-47-054	186.82	1.00	0.00	186.82
Mill Creek	767-47-055	186.82	1.00	0.00	186.82
Mill Creek	767-47-057	186.82	1.00	0.00	186.82
Mill Creek	767-47-058	186.82	1.00	0.00	186.82
Mill Creek	767-47-059	186.82	1.00	0.00	186.82
Mill Creek	767-47-060	186.82	1.00	0.00	186.82
Mill Creek	767-47-061	186.82	1.00	0.00	186.82
Mill Creek	767-47-062	186.82	1.00	0.00	186.82
Mill Creek	767-47-063	186.82	1.00	0.00	186.82
Mill Creek	767-47-064	186.82	1.00	0.00	186.82
Mill Creek	767-47-065	186.82	1.00	0.00	186.82
Mill Creek	767-47-066	186.82	1.00	0.00	186.82
Mill Creek	767-47-067	186.82	1.00	0.00	186.82
Mill Creek	767-47-068	186.82	1.00	0.00	186.82
Mill Creek	767-47-069	186.82	1.00	0.00	186.82
Mill Creek	767-47-070	186.82	1.00	0.00	186.82
Mill Creek	767-47-071	186.82	1.00	0.00	186.82
Mill Creek	767-47-072	186.82	1.00	0.00	186.82
Mill Creek	767-47-073	186.82	1.00	0.00	186.82
Mill Creek	767-47-074	186.82	1.00	0.00	186.82
Mill Creek	767-47-075	186.82	1.00	0.00	186.82
Mill Creek	767-47-076	186.82	1.00	0.00	186.82
Mill Creek	767-47-077	186.82	1.00	0.00	186.82
Mill Creek	767-47-078	186.82	1.00	0.00	186.82
Mill Creek	767-47-079	186.82	1.00	0.00	186.82
Mill Creek	767-47-080	186.82	1.00	0.00	186.82
Mill Creek	767-47-081	186.82	1.00	0.00	186.82
Mill Creek	767-47-082	186.82	1.00	0.00	186.82

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City of Morgan Hill
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Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2018/19 Assessment (1)
Mill Creek	767-47-083	186.82	1.00	0.00	186.82
Mill Creek	767-47-084	186.82	1.00	0.00	186.82
Mill Creek	767-47-085	186.82	1.00	0.00	186.82
Mill Creek	767-47-086	186.82	1.00	0.00	186.82
Mill Creek	767-47-087	186.82	1.00	0.00	186.82
Mill Creek	767-47-088	186.82	1.00	0.00	186.82
Mill Creek	767-47-089	186.82	1.00	0.00	186.82
Mill Creek	767-47-090	186.82	1.00	0.00	186.82
Oak Creek I, II, III	779-51-001	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-002	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-003	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-004	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-005	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-006	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-007	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-008	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-009	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-010	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-011	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-012	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-013	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-014	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-015	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-016	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-017	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-018	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-019	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-020	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-021	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-022	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-023	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-024	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-030	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-031	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-032	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-033	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-034	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-035	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-036	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-037	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-038	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-039	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-040	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-041	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-042	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-043	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-044	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-045	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-046	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-047	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-048	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-049	350.00	1.00	0.00	350.00

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Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2018/19 Assessment (1)
Oak Creek I, II, III	779-51-050	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-051	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-052	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-053	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-054	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-004	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-005	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-006	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-007	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-008	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-009	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-010	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-011	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-012	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-013	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-014	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-015	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-016	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-017	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-018	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-019	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-020	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-021	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-022	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-023	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-024	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-025	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-026	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-027	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-028	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-029	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-030	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-031	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-032	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-033	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-034	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-035	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-037	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-038	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-039	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-040	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-041	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-047	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-055	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-056	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-057	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-058	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-059	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-060	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-061	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-062	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-063	350.00	1.00	0.00	350.00

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Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2018/19 Assessment (1)
Oak Creek I, II, III	779-52-064	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-065	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-066	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-067	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-068	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-069	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-070	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-071	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-072	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-073	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-074	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-075	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-076	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-077	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-078	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-079	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-080	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-081	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-082	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-083	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-084	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-085	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-086	350.00	1.00	0.00	350.00
Parsons Corner	767-48-001	250.00	1.00	0.00	250.00
Parsons Corner	767-48-002	250.00	1.00	0.00	250.00
Parsons Corner	767-48-003	250.00	1.00	0.00	250.00
Parsons Corner	767-48-004	250.00	1.00	0.00	250.00
Parsons Corner	767-48-005	250.00	1.00	0.00	250.00
Parsons Corner	767-48-006	250.00	1.00	0.00	250.00
Parsons Corner	767-48-007	250.00	1.00	0.00	250.00
Parsons Corner	767-48-008	250.00	1.00	0.00	250.00
Parsons Corner	767-48-009	250.00	1.00	0.00	250.00
Parsons Corner	767-48-010	250.00	1.00	0.00	250.00
Rosehaven	817-10-005	400.00	1.00	0.00	400.00
Rosehaven	817-10-006	400.00	1.00	0.00	400.00
Rosehaven	817-10-007	400.00	1.00	0.00	400.00
Rosehaven	817-10-008	400.00	1.00	0.00	400.00
Rosehaven	817-10-010	400.00	1.00	0.00	400.00
Rosehaven	817-10-011	400.00	2.00	0.00	800.00
Rosehaven	817-10-012	400.00	1.00	0.00	400.00
Rosehaven	817-10-013	400.00	1.00	0.00	400.00
Rosehaven	817-10-014	400.00	1.00	0.00	400.00
Rosehaven	817-10-015	400.00	1.00	0.00	400.00
Rosehaven	817-10-016	400.00	1.00	0.00	400.00
Rosehaven	817-10-017	400.00	1.00	0.00	400.00
Rosehaven	817-10-018	400.00	1.00	0.00	400.00
Rosehaven	817-10-019	400.00	1.00	0.00	400.00
Rosehaven	817-10-020	400.00	1.00	0.00	400.00
Rosehaven	817-10-021	400.00	2.00	0.00	800.00
Rosehaven	817-10-022	400.00	1.00	0.00	400.00
Rosehaven	817-10-023	400.00	1.00	0.00	400.00
Rosehaven	817-10-024	400.00	1.00	0.00	400.00

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)

**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19
Assessment Roll**

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2018/19 Assessment (1)
Rosehaven	817-10-025	400.00	1.00	0.00	400.00
Rosehaven	817-10-026	400.00	2.00	0.00	800.00
Rosehaven	817-10-027	400.00	1.00	0.00	400.00
Rosehaven	817-10-028	400.00	1.00	0.00	400.00
Rosehaven	817-10-029	400.00	1.00	0.00	400.00
Sandalwood	728-11-027	450.00	1.00	0.00	450.00
Sandalwood	728-11-028	450.00	1.00	0.00	450.00
Sandalwood	728-11-029	450.00	1.00	0.00	450.00
Sandalwood	728-11-030	450.00	1.00	0.00	450.00
Sandalwood	728-11-031	450.00	1.00	0.00	450.00
Sandalwood	728-11-032	450.00	1.00	0.00	450.00
Sandalwood	728-11-033	450.00	1.00	0.00	450.00
Sandalwood	728-11-034	450.00	1.00	0.00	450.00
Sandalwood	728-11-035	450.00	1.00	0.00	450.00
Sandalwood	728-11-036	450.00	1.00	0.00	450.00
Sandalwood	728-11-037	450.00	1.00	0.00	450.00
Sparhawk	764-31-025	248.82	1.00	0.00	248.82
Sparhawk	764-31-026	248.82	1.00	0.00	248.82
Sparhawk	764-31-027	248.82	1.00	0.00	248.82
Sparhawk	764-31-028	248.82	1.00	0.00	248.82
Sparhawk	764-31-029	248.82	1.00	0.00	248.82
Sparhawk	764-31-030	248.82	1.00	0.00	248.82
Sparhawk	764-31-031	248.82	1.00	0.00	248.82
Sparhawk	764-31-032	248.82	1.00	0.00	248.82
Sparhawk	764-31-033	248.82	1.00	0.00	248.82
Sparhawk	764-31-034	248.82	1.00	0.00	248.82
Sparhawk	764-31-035	248.82	1.00	0.00	248.82
Sparhawk	764-31-036	248.82	1.00	0.00	248.82
Sparhawk	764-31-037	248.82	1.00	0.00	248.82
Sparhawk	764-31-038	248.82	1.00	0.00	248.82
Sparhawk	764-31-039	248.82	1.00	0.00	248.82
Sparhawk	764-31-040	248.82	1.00	0.00	248.82
Sparhawk	764-31-041	248.82	1.00	0.00	248.82
Sparhawk	764-31-042	248.82	1.00	0.00	248.82
Stone Creek	726-06-016	388.46	1.00	0.00	388.46
Stone Creek	726-06-017	388.46	1.00	0.00	388.46
Stone Creek	726-06-018	388.46	1.00	0.00	388.46
Stone Creek	726-06-019	388.46	1.00	0.00	388.46
Stone Creek	726-06-020	388.46	1.00	0.00	388.46
Stone Creek	726-06-021	388.46	1.00	0.00	388.46
Stone Creek	726-06-022	388.46	1.00	0.00	388.46
Stone Creek	726-06-023	388.46	1.00	0.00	388.46
Stone Creek	726-06-024	388.46	1.00	0.00	388.46
Stone Creek	726-06-025	388.46	1.00	0.00	388.46
Stone Creek	726-06-026	388.46	1.00	0.00	388.46
Stone Creek	726-06-027	388.46	1.00	0.00	388.46
Stone Creek	726-06-028	388.46	1.00	0.00	388.46
Stone Creek	726-06-029	388.46	1.00	0.00	388.46
Stone Creek	726-06-030	388.46	1.00	0.00	388.46
Stone Creek	726-06-034	388.46	1.00	0.00	388.46
Stone Creek	726-06-035	388.46	1.00	0.00	388.46
Stone Creek	726-06-036	388.46	1.00	0.00	388.46

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2018/19
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2018/19 Assessment (1)
Stone Creek	726-06-037	388.46	1.00	0.00	388.46
Stone Creek	726-06-038	388.46	1.00	0.00	388.46
Stone Creek	726-06-044	388.46	1.00	0.00	388.46
Stone Creek	726-06-045	388.46	1.00	0.00	388.46
Stone Creek	726-06-046	388.46	1.00	0.00	388.46
Stone Creek	726-06-047	388.46	1.00	0.00	388.46
Stone Creek	726-06-048	388.46	1.00	0.00	388.46
Stone Creek	726-06-049	388.46	1.00	0.00	388.46
Stone Creek	726-06-050	388.46	1.00	0.00	388.46
Stone Creek	726-06-051	388.46	1.00	0.00	388.46
Stone Creek	726-06-052	388.46	1.00	0.00	388.46
Stone Creek	726-06-053	388.46	1.00	0.00	388.46
Stone Creek	726-06-054	388.46	1.00	0.00	388.46
Stone Creek	726-06-055	388.46	1.00	0.00	388.46
Stone Creek	726-06-056	388.46	1.00	0.00	388.46
Stone Creek	726-06-057	388.46	1.00	0.00	388.46
Stone Creek	726-06-058	388.46	1.00	0.00	388.46
Sunnyside/Stonegate	773-31-034	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-035	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-036	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-037	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-038	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-039	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-040	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-043	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-044	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-045	375.00	1.00	0.00	375.00
Totals:			758.00	(2.10)	\$182,802.92

(1) Amounts placed on the tax roll must be rounded down to an even number. The Assessment includes the rounding adjustment.

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)

7. HISTORICAL ASSESSMENT RATES

The historical assessment rates per Zone are identified on the following pages.

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)

City of Morgan Hill
Landscape Assessment District No. 1
Actual Historical Assessment Rates Per Zone

Zone	Belle Estates	Chang/Bertelone	Conte Gardens	Diana Estates	Fox Hollow / Murphy Sp.	Hamilton Square	Jackson Meadows #6	Jackson Meadows #7	La Grande Estates	Lacrosse/Gera
Annexation Number	93-03	93-05	92-10	94-01	Original	94-03	93-06	91-03	95-03	91-04
Original Rate	\$502.22	\$1,215.00	\$477.82	\$139.39	\$106.15	\$425.54	\$108.10	\$314.58	\$88.00	\$142.99
Unit Count	36	8	11	64	75	38	70	10	32	24
1991/92	-	-	-	\$139.39	-	-	-	\$314.58	-	\$142.99
1992/93	-	-	-	-	-	-	-	-	-	-
1993/94	-	-	-	69.80	-	-	-	77.35	-	8.93
1994/95	-	-	-	69.80	\$106.15	-	-	77.35	-	8.93
1995/96	\$502.00	\$1,215.00	\$285.98	54.14	79.92	\$425.54	\$108.10	88.66	-	8.93
1996/97	71.00	8.93	477.82	21.94	49.11	214.08	76.04	194.70	-	8.93
1997/98	71.00	8.93	477.82	21.94	49.11	214.08	76.04	194.70	-	8.93
1998/99	71.00	8.93	477.82	21.94	49.11	214.08	76.04	194.70	-	8.93
1999/00	147.81	8.93	477.82	81.03	49.11	399.71	108.10	314.50	\$88.00	8.93
2000/01	147.81	8.93	477.82	81.03	49.11	399.71	108.10	314.50	88.00	8.93
2001/02	147.80	8.92	477.82	54.80	49.10	399.70	86.38	314.50	88.00	8.92
2002/03	147.80	8.92	477.82	70.00	101.10	399.70	104.18	314.50	88.00	8.92
2003/04	175.00	8.92	477.82	80.00	101.10	399.70	104.18	314.50	88.00	8.92
2004/05	180.00	8.92	477.82	80.00	101.10	399.70	108.10	314.50	88.00	8.92
2005/06	180.00	94.92	477.82	105.00	141.10	399.70	108.10	314.50	88.00	8.92
2006/07	180.00	94.92	477.82	105.00	141.10	399.70	108.10	314.50	88.00	8.92
2007/08	194.00	94.92	477.82	135.00	141.10	399.70	108.10	314.50	88.00	8.92
2008/09	234.00	94.92	477.82	139.39	149.69	425.54	108.10	314.50	88.00	130.00
2009/10	234.00	200.00	477.82	139.39	149.69	425.54	108.10	314.50	88.00	130.00
2010/11	234.00	300.00	477.82	139.39	149.69	425.54	108.10	314.50	88.00	130.00
2011/12	282.00	400.00	477.82	139.39	168.48	425.54	108.10	314.50	88.00	50.00
2012/13	282.00	400.00	477.82	139.39	173.53	425.54	98.10	140.00	88.00	50.00
2013/14	320.00	500.00	477.82	139.39	173.53	425.54	98.10	140.00	88.00	50.00
2014/15	320.00	500.00	477.82	139.39	173.53	425.54	98.10	140.00	88.00	50.00
2015/16	320.00	550.00	400.00	139.39	173.53	425.54	108.00	140.00	88.00	50.00
2016/17	320.00	550.00	400.00	139.39	173.53	425.54	108.00	100.00	88.00	50.00
2017/18	320.00	550.00	400.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2018/19	320.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00

City of Morgan Hill
Landscape Assessment District No. 1
Actual Historical Assessment Rates Per Zone

Zone	Llajas Creek Estates	Llajas/Obata	Mill Creek	Oak Creek	Parsons Corner	Rose Haven	Sandalwood	Sparhawk	Stone Creek	Sunnyside / Stone Gate
Annexation Number	91-05	91-07	93-01	94-04	95-02	95-01	96-01	91-06	94-02	91-01
Original Rate	\$140.84	\$629.16	\$186.82	\$453.82	\$568.32	\$488.47	\$192.39	\$174.77	\$306.66	\$449.40
Unit Count	71	5	84	119	10	27	11	18	35	10
1991/92	\$140.85	\$629.16	-	-	-	-	-	\$174.77	-	\$449.40
1992/93	-	-	-	-	-	-	-	-	-	-
1993/94	19.13	335.37	-	-	-	-	-	93.03	-	15.05
1994/95	19.13	15.05	-	-	-	-	-	308.84	-	15.04
1995/96	76.60	15.05	\$186.82	\$453.82	-	-	-	226.46	\$306.66	15.04
1996/97	59.54	8.93	64.57	47.67	\$568.32	\$488.47	-	147.33	146.66	8.93
1997/98	59.54	8.93	64.57	47.67	457.40	189.73	-	147.33	146.66	8.93
1998/99	59.54	8.93	64.57	337.09	457.40	189.73	-	147.33	146.66	8.93
1999/00	140.85	8.93	95.83	320.52	457.40	189.73	\$192.36	147.33	275.00	8.93
2000/01	140.85	8.93	158.64	245.16	457.40	189.73	192.36	147.33	275.00	8.93
2001/02	105.86	8.92	158.64	150.00	457.40	189.72	192.36	147.32	275.00	8.92
2002/03	140.00	8.92	182.64	250.00	300.00	300.00	192.36	147.32	275.00	275.00
2003/04	140.00	8.92	120.00	300.00	300.00	300.00	192.36	147.32	275.00	192.50
2004/05	140.00	8.92	120.00	300.00	300.00	300.00	192.36	147.32	306.66	192.50
2005/06	190.00	53.92	138.00	300.00	430.00	300.00	192.36	202.32	306.66	332.50
2006/07	190.00	53.92	138.00	300.00	430.00	300.00	192.36	202.32	306.66	332.50
2007/08	190.00	53.92	168.00	300.00	460.00	330.00	192.36	208.38	306.66	332.50
2008/09	195.70	53.92	186.82	300.00	460.00	370.00	192.36	214.64	306.66	332.50
2009/10	195.70	53.92	186.82	300.00	460.00	370.00	192.36	214.64	306.66	332.50
2010/11	195.70	53.92	186.82	300.00	460.00	370.00	192.36	214.64	306.66	332.50
2011/12	195.70	53.92	186.82	350.00	250.00	450.00	192.36	241.58	306.66	332.50
2012/13	195.70	53.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	332.50
2013/14	233.67	53.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	412.50
2014/15	233.67	53.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	412.50
2015/16	233.67	143.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	375.00
2016/17	233.67	143.92	186.82	350.00	250.00	488.00	192.36	248.82	388.46	375.00
2017/18	233.67	143.92	186.82	350.00	250.00	488.00	192.36	248.82	388.46	375.00
2018/19	233.67	400.00	186.82	350.00	250.00	400.00	450.00	248.82	388.46	375.00

Attachment: EngRpt_2018-19 (1785 : LAD Ordering Assessments)



CITY COUNCIL STAFF REPORT

MEETING DATE: June 6, 2018

PREPARED BY: Monica Delgado, Budget Manager
APPROVED BY: City Manager

PUBLIC HEARING TO ADOPT THE FISCAL YEAR (FY) 2018-19 AND 2019-20 OPERATING BUDGET, FY 2018-19 THROUGH 2023-24 CAPITAL IMPROVEMENT BUDGET, FY 2018-19 APPROPRIATIONS LIMIT, AND APPROVE A FIVE-YEAR AGREEMENT WITH CAL FIRE

RECOMMENDATION(S)

1. Open/Close Public Hearing;
2. Adopt resolution to:
 - a. Adopt the FY 2018-19 and 2019-20 Operating Budget;
 - b. Adopt the FY 2018-19 through 2023-24 Capital Improvement Program Budget;
 - c. Adopt the FY 2018-19 Appropriations Limit and Appropriations Limit Adjustment Factors;
3. Adopt resolution authorizing the City Manager to enter into a five-year agreement with the California Department of Forestry and Fire Protection (CAL FIRE) to provide fire and emergency medical response services effective July 1, 2018 through June 30, 2023; and
4. Adopt the Management, Professional, and Confidential Employees resolution and corresponding salary schedules effective July 1, 2018.

COUNCIL PRIORITIES, GOALS & STRATEGIES

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

GUIDING DOCUMENTS

Bikeways
Trails
Parks and Recreation Masterplan
Downtown Specific Plan
Economic Blueprint
General Plan/Housing Element

Public Safety Master Plan
 Sewer System Master Plan
 Station Area Master Plan
 Vision Zero
 Water System Master Plan

REPORT NARRATIVE:

The purpose of this public hearing is for the City Council and City Staff to receive public comment, discuss and adopt a two-year Budget for FY 18-19 and FY 19-20. The total Recommended Budget for FY 18-19 and FY 19-20 is approximately \$157.2 million and \$135.5 million, respectively. Excluding the City's FY 18-19 and FY 19-20 Capital Improvement Program (CIP) Budget, the total operating budget for FY 18-19 and FY 19-20 is approximately \$107.2 million and \$105.0 million, respectively. The total six-year budget for capital improvements is \$151.5 million. These figures incorporate the City Council directed changes identified at the Budget Workshop on May 18, 2018, and other changes as outlined below. The budget materials can be found at the following link: [Budget Document](#).

Council Directed Changes

- ✓ Included an ongoing expense of \$176,000 for the hiring of one School Resources Officer (SRO); offset by \$60,000 in revenue from the Morgan Hill Unified School District for FY 19-20
- ✓ Included a one-time expense of \$78,000 in FY 19-20 for the purchase and build out of a police vehicle and other start-up costs for the additional Police Officer in FY 19-20. The expense will be funded by the General Fund initially but will be reimbursed by the Police Impact Fee Fund once the Police Impact Fee Fund has a sufficient balance.
- ✓ Included an ongoing additional expense of \$57,500 in janitorial services, which results in an increase in various operating departments to pay the additional internal service charge
- ✓ Included an ongoing additional expense of \$700 for Community Promotions funding as approved at the May 16, 2018 City Council meeting

Other Changes

- ✓ Included \$33,315 in FY 18-19 for new Fire Emergency Medical Services (EMS) mandates (one-time and 100% reimbursable) for hardware and services that support Comprehensive EMS Patient Care Data System implementation
- ✓ Included \$15,000 in FY 18-19 for a new mandate requiring the use of video laryngoscopes in the field by EMS First Responders with a \$4,000 offsetting reimbursement (one-time)
- ✓ Included \$7,200 for the newly created Airline Noise Roundtable (ongoing)
- ✓ Reduced FY 18-19 gas tax revenues by \$151,817 for recently received estimates
- ✓ Removed the Monterey Road Underpass Enhancement (\$45,000 one-time and \$5,000 annually) – Staff will return to the City Council after researching options for improvements and potential funding sources

- ✓ Using the savings from the Monterey Road Underpass Enhancement, included \$10,000 for the South Valley Civic Theater and \$10,000 for the Grange requests discussed below (one-time)

CAL FIRE Contract

In January 2013, the City entered into a five-year cooperative agreement with CAL FIRE for fire and emergency services. A one-year extension of said agreement was signed by both parties in May 2017, with a term date of June 30, 2018. Staff is recommending a new five-year agreement effective July 1, 2018 through June 30, 2023 for fire related services. The total budgeted amount for Fire related services as presented in the Recommended Budget is \$29.8 million over the five years, and the total “not to exceed” contract amount is \$37.4 million, over the five-year period. The contract amount is different from the budgeted amount in that the contract has some pre-approved, but not funded, positions. These additional positions and classifications have been authorized by the State to allow the agreement to expand, or contract, as needed, without having to move through the lengthy process to modify or amend the agreement with CAL FIRE and the California Department of General Services.

The primary benefit of the proposed five-year agreement is that it begins to address the operational requirements of the future fire station, as well as confronting the influences of future growth, capacity, and continuity of operations of the Morgan Hill Fire Department. The agreement helps to determine and identify additional resource needs as they arise, ensuring that the key services of administration, dispatching, fire marshalling, and fire and emergency medical services are maintained at the highest level of service.

Personnel Related Actions

At the May 17, 2017 City Council meeting, Council adopted the Employee Compensation Guiding Principles to guide in employee compensation matters, to ensure the City provides its employees competitive, equitable, and financially sustainable compensation. The seven guiding principles are: (1) recruitment and retention; (2) fiscal sustainability; (3) compensation structure; (4) market-based compensation; (5) internal equity; (6) transparency and accountability; and (7) legal compliance.

There are several personnel related actions included in the Recommended Budget including the following:

1. Management, Professional, and Confidential Employees Resolution (Resolution) and Corresponding Salary Schedules

Annually, the City Council considers revisions to the City’s existing Management, Professional, and Confidential Employees Resolution based on a recommendation from the City Manager. All provisions included in this Resolution which affect wages (i.e., salary, reclassifications, etc.) shall be implemented beginning the first full pay period in July, which is July 1, 2018. A summary of the components of the new Resolution is provided below:

- a. Employees covered by the Resolution are recommended to receive a 0.5% salary increase effective July 1, 2018, which is consistent with the salary increases for the City's three bargaining groups including American Federation of State, County, and Municipal Employees (AFSCME), Community Service Officers' Association (CSOA), and the Police Officers' Association (POA).
- b. In addition, due to the recently completed Classification and Compensation Study, there are three positions which warrant changes to compensation to reflect alignment with market comparators. The new salary ranges reflect the proposed 0.5% salary increase, and include the following:
 - 1) Retitle of Building Manager to Building Official and increasing the monthly salary range (3% to wages) from \$9,006 - \$11,845 to \$11,072 - \$14,550.
 - 2) Alignment of Chief of Police with the Assistant City Manager salary band resulting in an increase of the monthly salary range (3% to wages) from \$13,016 - \$17,091 to \$13,470 - \$17,700.
 - 3) Alignment of the Human Resources Technician with the Accounting Technician salary band resulting in an increase of the monthly salary range (3% to wages) from \$5,134 - \$6,723 to \$5,804 - \$7,617.
- c. An additional recommended change in the Management, Professional, and Confidential Employee group is the reclassification of the Economic Development Coordinator position to the Economic Development Manager position to properly reflect current duties and responsibilities, resulting in an increase of the monthly salary range (3% to wages) from \$7,595 - \$9,691 to \$9,789 - \$12,840.
- d. It is recommended that Council approve "Special Assignment Pay" which may be granted to employees who have assumed, for an extended period, significant additional responsibilities outside their current classification. The request for special assignment shall describe the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with a start and end date. Special assignment pay is up to 10% above the employee's normal pay rate. The special assignment and related compensation may be revoked at any time at the discretion of the Department Director, or the City Manager or designee. Special Assignment Pay will be requested in advance by the Department Director and authorized by the City Manager or designee, and then processed by the Human Resources Division. Special Assignment Pay shall be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the City Manager or designee prior to the end of the original assignment end date. This pay will not be considered additional compensation as defined by the California Public Employees' Retirement System (CalPERS).

2. AFSCME Recommended Revisions

The Recommended Budget also includes two changes to the AFSCME agreement, including the following:

- a. Change in title of the Code Enforcement Officer position to Code Compliance Officer to better reflect comparator agency titles and function, and increase the monthly salary range from \$6,397 - \$8,165 to \$6,717 - \$8,573.
- b. Reclassification of the Fire/Building Inspector to Building Inspector Supervisor to properly compensate for additional duties, and increase the monthly salary range from \$8,175 - \$10,434 to \$8,724 - \$11,134.

3. Changes to Recommended Part-Time Benefits

Under the Patient Protection and Affordable Health Care Act (ACA) which was signed into law on March 23, 2010, all employers with an average of at least 50 full-time employees, including full-time equivalent employees, are required to offer affordable, minimum value, minimum essential coverage to substantially all full-time (30+ hours per week) employees and their dependents or face potential penalties. The City is seeking authority from the City Council the option to offer health related benefits to employees who are reasonably expected to work 30+ hours per week at time of hire (i.e. Police Officer Trainee).

Council Requested Follow-up **Community Requests**

After the Recommended Budget was submitted, the City received funding requests from both the South Valley Civic Theater (SVCT) and the Grange. Staff has included one-time funding for SVCT (\$10,000) and the Grange (\$10,000) in the FY 2018-19 budget. Prior to proceeding with funding for additional years, the City Council may want to consider establishing a policy regarding funding of non-profits, community groups, and other entities. This discussion could be held at the City Council's Mid-Year Goal Setting workshop scheduled for July 13, 2018.

South Valley Civic Theater Request

During the Council Budget Workshop, the Council expressed an interest in funding South Valley Civic Theater (SVCT) to allow for "scholarships" for participation by all. City teammates met with a representative from SVCT to discuss the funding. SVCT currently has a limited scholarship program that is rarely used, due to the process required. SVCT would like to utilize the potential funding to eliminate all cast fees and the need for this scholarship program. The fees are charged to the actors and actresses that participate in the program. SVCT noted that Morgan Hill is the only community theater group that requires these fees in the area. SVCT believes that by eliminating these fees, it will encourage participants of lower incomes to audition and ultimately participate in the shows. The funding would also support an annual free workshop that may increase participation, and ultimately help participants when auditioning.

Should the Council wish to provide a lower funding level or request funds be used more directly for scholarships, SVCT would be open to discussing options. City staff could further negotiate alternative plans based on Council direction or

funding allocated. The City Council may wish to direct staff to incorporate statistical data recorded by SVCT, as a result of the funding opportunity.

Grange Request

The Grange Hall requested one-time funding of \$22,000 - \$30,000 for the installation of an HVAC System. Following the Council Budget Workshop, City staff met with representatives from the Grange to determine the details of the request that was being made. The Grange is requesting funding to install an air conditioning system for the building. The building currently does not have air conditioning and is unusable to book events over the summer. Adding the system would allow for increased summer use and allow for the Grange to be more financially sustainable. It is anticipated by the Grange that the increased rental use at the facility would allow the Grange to fund future repairs and maintenance, as needed.

The City does not have an ownership interest in the Grange. The Redevelopment Agency loaned the Grange funds for rehabilitation in 1991 in exchange for a parking easement through the year 2025.

The City Council may decide to direct staff to enter into an agreement with the Grange to permit the City's use of the facilities and extend the parking easement in exchange for the \$10,000 in funding. The City could then offset its \$10,000 funding contribution with revenue from facility rentals.

Additional Public Safety Resources

The hiring of a traffic officer in FY 2018-19 and an SRO in FY 2019-20 has been included in the Recommended Budget. At the Budget Workshop, City Council directed staff to review the budget to determine how an additional two police officers could be incorporated. As each police officer with required equipment would result in additional costs of approximately \$200,000, significant reductions in other areas would be required to support this increase if desired in the proposed two-year budget. Additional fire resources to meet response times and staffing of a third fire station would also require reductions (see CALFIRE contract discussion above).

After review of new expenditures for the two-year budget (decision packages), as well as the base departmental budgets, staff recommends that additional public safety resources be implemented upon the passage of a Transient Occupancy Tax (TOT) increase as discussed below. If additional public safety resources are requested sooner, significant reductions to the Recommended Budget would be required. Potential reductions are as follows:

- Deferral of one-time Police and Fire equipment
Equipment expenditures could be deferred until a new revenue source is secured, however the equipment is being recommended to enhance public safety

services by being more efficient and keeping current with technological advancements.

- Reduction in General Fund investments for the following:
 - Park maintenance
 - Building/facility maintenance
 - Streets
 - Unfunded other post-employment benefits (OPEB)

While these investments are discretionary in nature, reducing them would not be fiscally responsible. Without the increase in general fund support of the Park Maintenance Fund, the fund balance would be eliminated in seven years. Without the investment of funds for streets and future building/facility maintenance needs (roofs, boilers, and various facility components), streets deteriorate and the City may not have the funds to keep its facilities open and operating. Funding OPEB obligations reduces the City's future liabilities.

- Reduction in City programs with limited or no cost recovery:
 - Community promotions
 - After school programs
 - Sheltering of cats

These reductions would not be consistent with Council's priorities of supporting our youth, seniors, and entire community.

- Reduction in current maintenance levels of parks and City facilities
While this would save funds in the short-term, the community would notice the change, City assets could degrade rapidly, and the long-term cost of maintenance may be greater.

If City Council wants to move forward with additional public safety resources prior to an increase in ongoing revenue, Staff recommends that the City Council proceed with the adoption of the Recommended Budget as presented and then direct staff to return with alternative funding options after adoption. This would allow for a more extended timeframe to perform the analysis of potential reduction options and a more thorough evaluation of City services, programs, and projects.

Need for Additional Funding Sources

In consideration of the significant financial needs of the City and limited revenue sources, the City Council has directed staff to return with an ordinance to increase the City's Transient Occupancy Tax (TOT), which will support the basic needs of the City.

City staff believe there are two important factors to consider in moving forward.

- 1) Enhancing City Services is not unrelated to increasing tourism.
- 2) Increasing the TOT responsibly will not reduce stays in Morgan Hill significantly.

Ensuring that Morgan Hill continues to be able to provide adequate Police and Fire services and well-maintained roads is a basic need for the future growth of tourism within the City. Increasing the TOT rate at some level, while also focusing on marketing to increase the “pipeline,” will allow the City to increase basic public safety and address infrastructure needs to support quality experiences for the community and tourists.

In 2017, Civitas Advisors, one of the leading entities creating tourism business improvement districts, performed a study of lodging charges and allocation of revenues from taxes and assessments on lodging. This study evaluated 100 destinations across the US and provided benchmarks for evaluating appropriations of funds in tourism efforts. According to Civitas, the destinations surveyed confirmed that they did not see a decrease in business because of a lodging charge increase.

An increase in the TOT rate by 2% or 4%, would increase general fund revenue by \$540,000 or \$1.1 million, respectively. This increase could fund increases to City services (additional police officers or fire resources for example), as well as provide funds to be dedicated to tourism. Staff will return to City Council on July 18, 2018, to discuss next steps for a potential increase in the TOT rate, as well as funding options for tourism.

In addition to pursuing a TOT increase in 2018, the City may need to bring a revenue measure to the voters in 2020 for an additional revenue source. Once a sustainable funding stream is in place, the City will be able to phase in additional police and fire resources each year.

COMMUNITY ENGAGEMENT: Involve

- On April 27, 2018, Staff distributed the City Manager’s Recommended Budget to the City Council and the Community and made it available for public review on the City’s website, at City Hall, and at the Morgan Hill Public Library (see weblink below).
- The Recommended Budget was presented to City Council at a regular City Council meeting on May 2, 2018 (see weblink below).
- The Council held a Budget Workshop on May 18, 2018 (see weblink below).
- A Public Hearing, Council consideration, and adoption of the City’s FY 2018-19 and FY 2019-20 Recommended Operating Budget and Capital Improvement Program Budget is set for June 6, 2018.

ALTERNATIVE ACTIONS:

No alternative actions are recommended at this time.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- On January 26th and 27th, 2018, City Council held its annual goal setting workshop establishing priorities for the development of the Recommended Operating and Capital Budgets.

- On April 17, 2018, the Parks and Recreation Commission reviewed the Capital Improvement Program at its regular meeting.
- On May 8, 2018, the Planning Commission adopted a Resolution (attached) finding the proposed Capital Improvement Program consistent with the General Plan.

FISCAL AND RESOURCE IMPACT:

The total FY 18-19 and FY 19-20 Recommended Operating and CIP budget is approximately \$157.2 million and \$135.5 million, respectively. The total CIP for the six-year plan is \$151.5 million.

CEQA (California Environmental Quality Act):

Not a Project

Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making, and organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are not subject to CEQA.

LINKS/ATTACHMENTS:

1. Budget Adoption Resolution
2. CALFIRE Agreement
3. CALFIRE Resolution
4. Management Compensation Resolution
5. Planning Commission Resolution for CIP
6. Recommended Budget (weblink)
7. May 2, 2018 City Council Staff Report (weblink)
8. May 18, 2018 Budget Workshop (weblink)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL ADOPTING THE FISCAL YEARS 2018-19 AND 2019-20 OPERATING BUDGET, FISCAL YEARS 2018-19 THROUGH 2023-2024 CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET, FISCAL YEAR 2018-19 APPROPRIATIONS LIMIT AND APPROPRIATIONS LIMIT ADJUSTMENT FACTORS

WHEREAS, the City of Morgan Hill Budget for the 2018-19 and 2019-20 fiscal years was prepared by City staff and reviewed by the City Manager;

WHEREAS, the City of Morgan Hill Budget for the 2018-19 and 2019-20 fiscal years was distributed to the City Council on April 27, 2018, introduced to the City Council on May 2, 2018, was reviewed at a budget workshop on May 18, 2018 and was further reviewed at a public hearing on June 6, 2018;

WHEREAS, the City of Morgan Hill Budget anticipates total expenditures of \$157,168,139 in FY 2018-19 and \$135,477,541 in FY 2019-20;

WHEREAS, in accordance with the State Revenue and Taxation Code Section 7910, the City of Morgan Hill's 2018-19 fiscal year General Fund appropriations limit is \$113,041,147 as shown on Schedule A;

WHEREAS, in accordance with the State Revenue and Taxation Code Section 7910, the appropriations for the 2018-19 fiscal year, as shown on Schedule B, which are subject to the appropriations limit as set forth in Article XIII B of the California Constitution, do not exceed the limit as stated above;

WHEREAS, the annual adjustment factors that were selected to calculate the 2018-19 fiscal year limit were: 1) California Per Capita Personal Income adjustment factor of 1.0367; and 2) City Population Growth factor of 1.0191;

WHEREAS, modifications and amendments to the Adopted 2018-19 and 2019-20 City of Morgan Hill Budget can only be made in accordance with Fiscal Policy 4 in the Adopted Budget document;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Morgan Hill finds that the Capital Improvement Program is in conformity with the General Plan; and

BE IT FURTHER RESOLVED that the City Council of the City of Morgan Hill does hereby approve and adopt the City of Morgan Hill Fiscal Years 2018-19 and 2019-20 Recommended Operating Budget, Fiscal Years 2018-19 through 2023-24 Recommended Capital Improvement Program Budget, Appropriations Limit for Fiscal Year 2018-19, and Appropriations Limit Adjustment Factors for Fiscal Year 2018-19.

City of Morgan Hill
Resolution No.
Page 2 of 4

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 6th Day of June, 2018 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

• 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 June 6, 2018.

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

DATE: _____

IRMA TORREZ, City Clerk

Attachment: Budget Adoption Resolution (1791 : Public Hearing and Budget Adoption)

City of Morgan Hill
Resolution No.
Page 3 of 4

SCHEDULE A

CITY OF MORGAN HILL SPENDING LIMIT CALCULATION FISCAL YEAR 2018-19

APPROPRIATIONS SUBJECT TO LIMIT

Fiscal Year 2018-19 General Fund Revenues	\$40,146,641
Less Non Proceeds of Tax	<u>12,666,981</u>
Total appropriations subject to limits	<u><u>\$27,479,660</u></u>

APPROPRIATIONS LIMIT

Fiscal year 2017-18 appropriations limit	\$106,995,782
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Plus Change Factor:

A. Cost of living adjustment - CPI	1.0367
B. Population Adjustment	1.0191

Total Change Factor	1.0565
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Increase in appropriations limit	<u>6,045,365</u>
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FISCAL YEAR 2018-19 APPROPRIATIONS LIMIT	<u><u>113,041,147</u></u>
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Remaining appropriations capacity	85,561,487
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Available capacity as a percent of appropriations limit	<u><u>76%</u></u>
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NOTES

- A. Cost of living adjustment is based on percentage change in California per capita income.
B. Population adjustment is based on the greater of annual population change for the City of Morgan Hill or Santa Clara County.

City of Morgan Hill
Resolution No.
Page 4 of 4

SCHEDULE B

**CITY OF MORGAN HILL
SPENDING LIMIT CALCULATION
FISCAL YEAR 2018-19**

REVENUE SOURCE	PROCEEDS OF TAX	NON PROCEEDS OF TAX	TOTALS
Property Tax	\$ 11,850,612		\$ 11,850,612
Sales Tax	9,601,124		9,601,124
Transient Occupancy Tax	2,754,000		2,754,000
Franchise Revenue	2,164,190		2,164,190
Property Transfer Tax	505,000		505,000
Public Safety Sales Tax	380,000		380,000
Business License / Other Permits	200,800		200,800
Motor Vehicle in Lieu	23,934		23,934
Fines and Penalties		89,250	89,250
Use of Money and Property		1,225,429	1,225,429
Other Revenue / Other Agencies		543,332	543,332
Police and Fire Fees		771,365	771,365
Current Service Charges General Govt.		8,399,884	8,399,884
Transfers		1,637,721	1,637,721
Total	<u>\$ 27,479,660</u>	<u>\$ 12,666,981</u>	<u>\$ 40,146,641</u>
Percentage of Total	<u>68%</u>	<u>32%</u>	<u>100.00%</u>

Attachment: Budget Adoption Resolution (1791 : Public Hearing and Budget Adoption)

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
 LG-1 REV. 01/2017

AGREEMENT NUMBER **1CA04066**

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Morgan Hill

2. The term of this Agreement is: **July 1, 2018** through **June 30, 2023**

3. The maximum amount of this Agreement is: **\$ 37,381,274.00**
 Thirty Seven Million, Three Hundred Eighty One Thousand, Two Hundred Seventy Four Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	5	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	24	pages
Exhibit E – Description of Other Services	1	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
 City of Morgan Hill

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
 Christina Turner, City Manager

ADDRESS
 17575 Peak Avenue, Morgan Hill, CA 95037

*California Department of General
 Services Use Only*

STATE OF CALIFORNIA

AGENCY NAME
 California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
 Don Gordon, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

Attachment: CALFIRE Agreement (1791 : Public Hearing and Budget Adoption)

Contractor Name: City of Morgan Hill

Contract No.: **1CA04066**

Page No.: 2

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Derek J. Witmer	Local Agency:	City of Morgan Hill
Name:	Michael Borelli	Name:	Christina Turner
Phone:	408-779-2121	Phone:	408-779-7271
Fax:	408-779-1679	Fax:	

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Derek J. Witmer	Local Agency:	City of Morgan Hill
Section/Unit:	Santa Clara Unit	Section/Unit:	Fire Department
Attention:	MRG Asst Chief	Attention:	City Manager
Address:	15670 Monterey St Morgan Hill, CA 95037.	Address:	17575 Peak Avenue Morgan Hill, CA 95037
Phone:	408-779-2121	Phone:	408-779-7271
Fax:	408-779-1679	Fax:	

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

Attachment: CALFIRE Agreement (1791 : Public Hearing and Budget Adoption)

Contractor Name: City of Morgan Hill

Contract No.: 1CA04066

Page No.: 3

EXHIBIT A

SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☒ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☒ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

Contractor Name: City of Morgan Hill

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☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☒ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☒ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

Contractor Name: City of Morgan Hill

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- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

Contractor Name: City of Morgan Hill

Contract No.: **1CA04066**

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All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

Contractor Name: City of Morgan Hill

Contract No.: 1CA04066

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
 - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit

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D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT:** This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT:** This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT:**
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

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- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

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- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR:** Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS:** Time is of the essence in the performance of this agreement.
12. **COMPENSATION:** The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

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15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services - Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

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- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST:** LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION:** LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
21. **AMERICANS WITH DISABILITIES ACT:** LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the

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basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the

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LOCAL AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

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EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- ☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- ☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- ☒ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- ☒ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

Attachment: CALFIRE Agreement (1791 : Public Hearing and Budget Adoption)

Contractor Name: City of Morgan Hill

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LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

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EXHIBIT D, SCHEDULE A
LOCAL FUNDED – STATE RESOURCES
FISCAL DISPLAY
PRC 4142

NAME OF LOCAL AGENCY: City of Morgan Hill

CONTRACT NUMBER: **1CA04066**

Index: 1600

PCA: 17660

Fiscal Year: 2018/19 to 2022/23

This is Schedule A of Cooperative Agreement originally dated July 1, 2018, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Attachment: CALFIRE Agreement (1791 : Public Hearing and Budget Adoption)

Unit: Santa Clara

Contract Name:

CITY OF MORGAN HILL

Grand Total	\$37,381,274
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YEAR 1

PS Total	\$5,968,691
OE Total	\$84,266

TOTAL	\$6,052,957
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YEAR 2

PS Total	\$6,585,287
OE Total	\$89,321

TOTAL	\$6,674,608
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YEAR 3

PS Total	\$7,215,013
OE Total	\$94,595

TOTAL	\$7,309,608
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YEAR 4

PS Total	\$8,406,922
OE Total	\$106,466

TOTAL	\$8,513,388
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YEAR 5

PS Total	\$8,724,247
OE Total	\$106,466

TOTAL	\$8,830,713
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Fiscal Year: 2018				Unit: Santa Clara		Sub Total		\$5,306,919		Contract Name: CITY OF MORGAN HILL				
Index: 1600						Admin		\$661,773		Yr 2 Increase 0.0%				
PCA: 17660						Total		\$5,968,691		Yr 2 Subtotal \$0				
PRC: 4142										Contract No.: 1CA04066				
										Page No.: 20				
Comments				Overtime Total:		\$405,800								
This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2018 between <u>City of Morgan Hill</u> and The California Department of Forestry and Fire Protection (CAL FIRE)				CAL FIRE Unit Chief		DEREK WITMER								
				CAL FIRE Region Chief		SCOTT UPTON								
Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
0.25	Assistant Chief (Supervisory) - Division Chief	POF	7/1/2018-6/30/2019	12	\$8,535	\$25,605	\$0	12	\$0	\$23,370	\$0	\$0	\$48,975	\$70,680
0.25	Extended Duty Pay Differential - Assistant Chief 15%	POF	7/1/2018-6/30/2019	12	\$1,356	\$4,068			\$0	\$3,713		\$0	\$7,781	
0.25	Longevity Pay Differential - 5%	POF	7/1/2018-6/30/2019	12	\$0	\$1,280			\$0	\$1,168		\$0	\$2,449	
0.25	Assistant Chief (Supervisory) Recruitment and Retention Pay Differential	POF	7/1/2018-6/30/2019	12	\$2,000	\$6,000			\$0	\$5,476		\$0	\$11,476	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
1.83	Battalion Chief (Nonsupervisory)	POF	7/1/2018-6/30/2019	12	\$6,381	\$140,127	\$3,516	12	\$77,211	\$127,894	\$0	\$41,138	\$386,370	\$400,241
1.83	Education Incentive Pay Differential	POF	7/1/2018-6/30/2019	12	\$75	\$1,647			\$0	\$1,503		\$0	\$3,150	
1.83	Longevity Pay Differential - 4%	POF	7/1/2018-6/30/2019	12	\$0	\$5,605			\$0	\$5,116		\$0	\$10,721	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime								\$0	\$0		\$0	\$0	
4	Fire Captain (Paramedic)	POF	7/1/2018-6/30/2019	12	\$5,647	\$271,056	\$3,206	12	\$153,888	\$247,393	\$0	\$81,992	\$754,328	\$817,626
4	Education Incentive Pay Differential	POF	7/1/2018-6/30/2019	12	\$75	\$3,600			\$0	\$3,286		\$0	\$6,886	
4	Longevity Pay Differential - 4%	POF	7/1/2018-6/30/2019	12	\$0	\$10,842			\$0	\$9,896		\$0	\$20,738	
4	Paramedic Recruitment and Retention - 500	POF	7/1/2018-6/30/2019	12	\$500	\$24,000			\$0	\$11,674		\$0	\$35,674	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime								\$0	\$0		\$0	\$0	
3	Fire Captain, Range A	POF	7/1/2018-6/30/2019	12	\$5,432	\$195,552	\$2,998	12	\$107,928	\$178,480	\$0	\$57,504	\$539,484	\$570,811
3	Education Incentive Pay Differential	POF	7/1/2018-6/30/2019	12	\$75	\$2,700			\$0	\$2,464		\$0	\$5,164	
3	Longevity Pay Differential - 7%	POF	7/1/2018-6/30/2019	12	\$0	\$13,689			\$0	\$12,494		\$0	\$26,182	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime								\$0	\$0		\$0	\$0	
8	Fire Apparatus Engineer (Paramedic)	POF	7/1/2018-6/30/2019	12	\$5,181	\$497,376	\$2,862	12	\$274,752	\$453,955	\$0	\$146,388	\$1,372,471	\$1,476,616
8	Education Incentive Pay Differential	POF	7/1/2018-6/30/2019	12	\$75	\$7,200			\$0	\$6,571		\$0	\$13,771	
8	Longevity Pay Differential - 2%	POF	7/1/2018-6/30/2019	12	\$0	\$9,948			\$0	\$9,079		\$0	\$19,027	
8	Paramedic Recruitment and Retention - 500	POF	7/1/2018-6/30/2019	12	\$500	\$48,000			\$0	\$23,347		\$0	\$71,347	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime								\$0	\$0		\$0	\$0	
7	Fire Apparatus Engineer	POF	7/1/2018-6/30/2019	12	\$4,841	\$406,644	\$2,676	12	\$224,784	\$371,144	\$0	\$119,765	\$1,122,337	\$1,149,943
7	Education Incentive Pay Differential	POF	7/1/2018-6/30/2019	12	\$75	\$6,300			\$0	\$5,750		\$0	\$12,050	
7	Longevity Pay Differential - 2%	POF	7/1/2018-6/30/2019	12	\$0	\$8,133			\$0	\$7,423		\$0	\$15,556	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime								\$0	\$0		\$0	\$0	

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
2	Communications Operator, Range B	SAF	7/1/2018-6/30/2019	12	\$5,391	\$129,384	\$0	0	\$0	\$85,445	\$0	\$0	\$214,829	\$216,556
1	Night-Shift Pay Differential	SAF	7/1/2018-6/30/2019	12	\$87	\$1,040			\$0	\$687		\$0	\$1,727	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
0.5	Heavy Equipment Mechanic, Range A	MIS	7/1/2018-6/30/2019	12	\$5,428	\$32,568	\$0	0	\$0	\$25,387	\$0	\$0	\$57,955	\$63,550
0.5	Fire Mission Pay Differential - HEM Range A	MIS	7/1/2018-6/30/2019	12	\$524	\$3,144			\$0	\$2,451		\$0	\$5,595	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
0	Associate Governmental Program Analyst	MIS	7/1/2018-6/30/2019		\$5,758	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
0.5	Staff Services Analyst	MIS	7/1/2018-6/30/2019	12	\$5,179	\$31,074	\$0	0	\$0	\$24,222	\$0	\$0	\$55,296	\$55,296
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
1	Office Technician	MIS	7/1/2018-6/30/2019	12	\$3,737	\$44,844	\$0	0	\$0	\$34,956	\$0	\$0	\$79,800	\$79,800
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
0	Fire Prevention Specialist II	MIS	7/1/2018-6/30/2019		\$4,694	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
0	Forestry Aide	MIS	7/1/2018-6/30/2019		\$3,496	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$405,800
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime	POF	7/1/2018-6/30/2019			\$400,000			\$0	\$5,800		\$0	\$405,800	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	

Attachment: CALFIRE Agreement (1791 : Public Hearing and Budget Adoption)

[illegible]

Fiscal Year: 2019
 Index: 1600
 PCA: 17660
 PRC: 4142

Unit: Santa Clara

Sub Total	\$5,855,149		
Admin	\$730,137	Yr 2 Increase	0.0%
Total	\$6,585,287	Yr 2 Subtotal	\$0

Contract Name: CITY OF MORGAN HILL

Contract No.: 1CA03556

Page No.: 23

Comments

Overtime Total: \$431,163

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2018 between the City of Morgan Hill and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	DEREK WITMER
CAL FIRE Region Chief	SCOTT UPTON

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
0.33	Assistant Chief (Supervisory) - Division Chief	POF	7/1/2019-6/30/2020	12	\$8,791	\$34,812	\$0	12	\$0	\$31,773	\$0	\$0	\$66,586	\$95,33
0.33	Extended Duty Pay Differential - Assistant Chief 15%	POF	7/1/2019-6/30/2020	12	\$1,356	\$5,370			\$0	\$4,901		\$0	\$10,271	
0.33	Longevity Pay Differential - 5%	POF	7/1/2019-6/30/2020	12	\$0	\$1,741			\$0	\$1,589		\$0	\$3,329	
0.33	Assistant Chief (Supervisory) Recruitment and Retention Pay Differential	POF	7/1/2019-6/30/2020	12	\$2,000	\$7,920			\$0	\$7,229		\$0	\$15,149	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime								\$0	\$0		\$0	\$0	
1.83	Battalion Chief (Nonsupervisory)	POF	7/1/2019-6/30/2020	12	\$6,573	\$144,343	\$3,516	12	\$77,211	\$131,742	\$0	\$41,138	\$394,435	\$408,62
1.83	Education Incentive Pay Differential	POF	7/1/2019-6/30/2020	12	\$75	\$1,647			\$0	\$1,503		\$0	\$3,150	
1.83	Longevity Pay Differential - 4%	POF	7/1/2019-6/30/2020	12	\$0	\$5,774			\$0	\$5,270		\$0	\$11,043	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
5	Fire Captain (Paramedic)	POF	7/1/2019-6/30/2020	12	\$5,816	\$348,960	\$3,206	12	\$192,360	\$318,496	\$0	\$102,489	\$962,305	\$1,042,20
5	Education Incentive Pay Differential	POF	7/1/2019-6/30/2020	12	\$75	\$4,500			\$0	\$4,107		\$0	\$8,607	
5	Longevity Pay Differential - 4%	POF	7/1/2019-6/30/2020	12	\$0	\$13,958			\$0	\$12,740		\$0	\$26,698	
5	Paramedic Recruitment and Retention - 500	POF	7/1/2019-6/30/2020	12	\$500	\$30,000			\$0	\$14,592		\$0	\$44,592	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime								\$0	\$0		\$0	\$0	
3	Fire Captain, Range A	POF	7/1/2019-6/30/2020	12	\$5,595	\$201,420	\$2,998	12	\$107,928	\$183,836	\$0	\$57,504	\$550,688	\$582,82
3	Education Incentive Pay Differential	POF	7/1/2019-6/30/2020	12	\$75	\$2,700			\$0	\$2,464		\$0	\$5,164	
3	Longevity Pay Differential - 7%	POF	7/1/2019-6/30/2020	12	\$0	\$14,099			\$0	\$12,869		\$0	\$26,968	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
9	Fire Apparatus Engineer (Paramedic)	POF	7/1/2019-6/30/2020	12	\$5,336	\$576,288	\$2,862	12	\$309,096	\$525,978	\$0	\$164,686	\$1,576,048	\$1,693,85
9	Education Incentive Pay Differential	POF	7/1/2019-6/30/2020	12	\$75	\$8,100			\$0	\$7,393		\$0	\$15,493	
9	Longevity Pay Differential - 2%	POF	7/1/2019-6/30/2020	12	\$0	\$11,526			\$0	\$10,520		\$0	\$22,045	
9	Paramedic Recruitment and Retention - 500	POF	7/1/2019-6/30/2020	12	\$500	\$54,000			\$0	\$26,266		\$0	\$80,266	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime								\$0	\$0		\$0	\$0	
7	Fire Apparatus Engineer	POF	7/1/2019-6/30/2020	12	\$4,986	\$418,824	\$2,676	12	\$224,784	\$382,261	\$0	\$119,765	\$1,145,634	\$1,173,70
7	Education Incentive Pay Differential	POF	7/1/2019-6/30/2020	12	\$75	\$6,300			\$0	\$5,750		\$0	\$12,050	
7	Longevity Pay Differential - 2%	POF	7/1/2019-6/30/2020	12	\$0	\$8,376			\$0	\$7,645		\$0	\$16,022	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	

Attachment: CALFIRE Agreement (1791 : Public Hearing and Budget Adoption)

2	Communications Operator, Range B	SAF	7/1/2019-6/30/2020	12	\$5,553	\$133,272	\$0	0	\$0	\$88,013	\$0	\$0	\$221,285	\$223,01
1	Night-Shift Pay Differential	SAF	7/1/2019-6/30/2020	12	\$87	\$1,040			\$0	\$687	\$0	\$0	\$1,727	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0	\$0	\$0	\$0	
0.5	Heavy Equipment Mechanic, Range A	MIS	7/1/2019-6/30/2020	12	\$5,591	\$33,546	\$0	0	\$0	\$26,149	\$0	\$0	\$59,695	\$65,29
0.5	Fire Mission Pay Differential - HEM Range A	MIS	7/1/2019-6/30/2020	12	\$524	\$3,144			\$0	\$2,451	\$0	\$0	\$5,595	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0	\$0	\$0	\$0	
0	Associate Governmental Program Analyst	MIS	7/1/2019-6/30/2020		\$5,931	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0	\$0	\$0	\$0	
0.5	Staff Services Analyst	MIS	7/1/2019-6/30/2020	12	\$5,334	\$32,004	\$0	0	\$0	\$24,947	\$0	\$0	\$56,951	\$56,95
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0	\$0	\$0	\$0	
1	Office Technician	MIS	7/1/2019-6/30/2020	12	\$3,849	\$46,188	\$0	0	\$0	\$36,004	\$0	\$0	\$82,192	\$82,19
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0	\$0	\$0	\$0	
0	Fire Prevention Specialist II	MIS	7/1/2019-6/30/2020		\$4,835	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0	\$0	\$0	\$0	
0	Forestry Aide	MIS	7/1/2019-6/30/2020		\$3,601	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$431,16
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime	POF	7/1/2018-6/30/2019			\$425,000			\$0	\$6,163	\$0	\$0	\$431,163	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0	\$0	\$0	\$0	

Attachment: CALFIRE Agreement (1791 : Public Hearing and Budget Adoption)

Fiscal Year: 2019
 Index: 1600
 PCA: 17660
 PRC: 4142

Uniform Benefits	\$808
Sub Total	\$79,418
Admin	\$9,903
Total	\$89,321

Contract Name: CITY OF MORGAN HILL

Contract No.: 1CA04066

Page No.: 25

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2018 between City of Morgan Hill and The California Department of Forestry and Fire Protection (CAL FIRE)

						1.45%	
Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	Uniform Benefits	Total
UNIFORM ALLOWANCE FOR BU8		26.16	12.00	\$178	\$ 55,721	\$ 808	\$ 56,529
UNIFORM ALLOWANCE FOR COMM OP		2.00	12.00	\$104	\$ 2,500		\$ 2,500
UNIFORM ALLOWANCE FOR HEM		0.50	12.00	\$56	\$ 335		\$ 335
COVERALLS FOR HEM		0.50	12.00	\$9	\$ 54		\$ 54
EQUIPMENT		1.00	1.00	\$5000	\$ 5,000		\$ 5,000
TRAINING		1.00	1.00	\$10000	\$ 10,000		\$ 10,000
TRAVEL		1.00	1.00	\$5000	\$ 5,000		\$ 5,000

Fiscal Year: 2020
 Index: 1600
 PCA: 17660
 PRC: 4142

Unit: Santa Clara

Sub Total	\$6,415,056		
Admin	\$799,957	Yr 2 Increase	0.0%
Total	\$7,215,013	Yr 2 Subtotal	\$0

Contract Name: CITY OF MORGAN HILL

Contract No.: 1CA03556

Page No.:

26

Comments

Overtime Total: \$456,525

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2018 between the City of Morgan Hill and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	DEREK WITMER
CAL FIRE Region Chief	SCOTT UPTON

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
0.5	Assistant Chief (Supervisory) - Division Chief	POF	7/1/2020-6/30/2021	12	\$9,055	\$54,330	\$0	12	\$0	\$49,587	\$0	\$0	\$103,917	\$147,62
0.5	Extended Duty Pay Differential - Assistant Chief 15%	POF	7/1/2020-6/30/2021	12	\$1,356	\$8,136			\$0	\$7,426		\$0	\$15,562	
0.5	Longevity Pay Differential - 5%	POF	7/1/2020-6/30/2021	12	\$0	\$2,717			\$0	\$2,479		\$0	\$5,196	
0.5	Assistant Chief (Supervisory) Recruitment and Retention Pay Differential	POF	7/1/2020-6/30/2021	12	\$2,000	\$12,000			\$0	\$10,952		\$0	\$22,952	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
1.83	Battalion Chief (Nonsupervisory)	POF	7/1/2020-6/30/2021	12	\$6,770	\$148,669	\$3,516	12	\$77,211	\$135,690	\$0	\$41,138	\$402,709	\$417,23
1.83	Education Incentive Pay Differential	POF	7/1/2020-6/30/2021	12	\$75	\$1,647			\$0	\$1,503		\$0	\$3,150	
1.83	Longevity Pay Differential - 4%	POF	7/1/2020-6/30/2021	12	\$0	\$5,947			\$0	\$5,428		\$0	\$11,374	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
5	Fire Captain (Paramedic)	POF	7/1/2020-6/30/2021	12	\$5,991	\$359,460	\$3,206	12	\$192,360	\$328,079	\$0	\$102,489	\$982,389	\$1,063,08
5	Education Incentive Pay Differential	POF	7/1/2020-6/30/2021	12	\$75	\$4,500			\$0	\$4,107		\$0	\$8,607	
5	Longevity Pay Differential - 4%	POF	7/1/2020-6/30/2021	12	\$0	\$14,378			\$0	\$13,123		\$0	\$27,502	
5	Paramedic Recruitment and Retention - 500	POF	7/1/2020-6/30/2021	12	\$500	\$30,000			\$0	\$14,592		\$0	\$44,592	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
4	Fire Captain, Range A	POF	7/1/2020-6/30/2021	12	\$5,763	\$276,624	\$2,998	12	\$143,904	\$252,475	\$0	\$76,672	\$749,675	\$793,59
4	Education Incentive Pay Differential	POF	7/1/2020-6/30/2021	12	\$75	\$3,600			\$0	\$3,286		\$0	\$6,886	
4	Longevity Pay Differential - 7%	POF	7/1/2020-6/30/2021	12	\$0	\$19,364			\$0	\$17,673		\$0	\$37,037	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
9	Fire Apparatus Engineer (Paramedic)	POF	7/1/2020-6/30/2021	12	\$5,497	\$593,676	\$2,862	12	\$309,096	\$541,848	\$0	\$164,686	\$1,609,306	\$1,727,77
9	Education Incentive Pay Differential	POF	7/1/2020-6/30/2021	12	\$75	\$8,100			\$0	\$7,393		\$0	\$15,493	
9	Longevity Pay Differential - 2%	POF	7/1/2020-6/30/2021	12	\$0	\$11,874			\$0	\$10,837		\$0	\$22,710	
9	Paramedic Recruitment and Retention - 500	POF	7/1/2020-6/30/2021	12	\$500	\$54,000			\$0	\$26,266		\$0	\$80,266	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
8	Fire Apparatus Engineer	POF	7/1/2020-6/30/2021	12	\$5,136	\$493,056	\$2,676	12	\$256,896	\$450,012	\$0	\$136,874	\$1,336,838	\$1,369,47
8	Education Incentive Pay Differential	POF	7/1/2020-6/30/2021	12	\$75	\$7,200			\$0	\$6,571		\$0	\$13,771	
8	Longevity Pay Differential - 2%	POF	7/1/2020-6/30/2021	12	\$0	\$9,861			\$0	\$9,000		\$0	\$18,861	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	

Attachment: CALFIRE Agreement (1791 : Public Hearing and Budget Adoption)

2	Communications Operator, Range B	SAF	7/1/2020-6/30/2021	12	\$5,720	\$137,280	\$0	0	\$0	\$90,660	\$0	\$0	\$227,940	\$229,66
1	Night-Shift Pay Differential	SAF	7/1/2020-6/30/2021	12	\$87	\$1,040			\$0	\$687	\$0	\$0	\$1,727	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
0.5	Heavy Equipment Mechanic, Range A	MIS	7/1/2020-6/30/2021	12	\$5,729	\$34,374	\$0	0	\$0	\$26,795	\$0	\$0	\$61,169	\$66,76
0.5	Fire Mission Pay Differential - HEM Range A	MIS	7/1/2020-6/30/2021	12	\$524	\$3,144			\$0	\$2,451	\$0	\$0	\$5,595	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
0	Associate Governmental Program Analyst	MIS	7/1/2020-6/30/2021		\$6,109	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
0.5	Staff Services Analyst	MIS	7/1/2020-6/30/2021	12	\$5,494	\$32,964	\$0	0	\$0	\$25,695	\$0	\$0	\$58,659	\$58,65
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
1	Office Technician	MIS	7/1/2020-6/30/2021	12	\$3,964	\$47,568	\$0	0	\$0	\$37,079	\$0	\$0	\$84,647	\$84,64
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
0	Fire Prevention Specialist II	MIS	7/1/2020-6/30/2021		\$4,980	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
0	Forestry Aide	MIS	7/1/2020-6/30/2021		\$3,709	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$456,52
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime	POF	7/1/2018-6/30/2019			\$450,000			\$0	\$6,525	\$0	\$0	\$456,525	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	

Fiscal Year: 2020
 Index: 1600
 PCA: 17660
 PRC: 4142

Uniform Benefits	\$875
Sub Total	\$84,107
Admin	\$10,488
Total	\$94,595

Contract Name: CITY OF MORGAN HILL

Contract No.: 1CA04066

Page No.: 28

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2018 between City of Morgan Hill and The California Department of Forestry and Fire Protection (CAL FIRE)

						1.45%	
Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	Uniform Benefits	Total
UNIFORM ALLOWANCE FOR BU8		28.33	12.00	\$178	\$ 60,343	\$ 875	\$ 61,218
UNIFORM ALLOWANCE FOR COMM OP		2.00	12.00	\$104	\$ 2,500		\$ 2,500
UNIFORM ALLOWANCE FOR HEM		0.50	12.00	\$56	\$ 335		\$ 335
COVERALLS FOR HEM		0.50	12.00	\$9	\$ 54		\$ 54
EQUIPMENT		1.00	1.00	\$5000	\$ 5,000		\$ 5,000
TRAINING		1.00	1.00	\$10000	\$ 10,000		\$ 10,000
TRAVEL		1.00	1.00	\$5000	\$ 5,000		\$ 5,000

Fiscal Year: 2021	Unit: Santa Clara	Sub Total	\$7,474,813	Contract Name:	CITY OF MORGAN HILL
Index: 1600		Admin	\$932,109	Yr 2 Increase	0.0%
PCA: 17660		Total	\$8,406,922	Yr 2 Subtotal	\$0
PRC: 4142				Contract No.: 1CA03556	
Comments		Overtime Total:	\$481,888	Page No.: 29	

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2018 between the City of Morgan Hill and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	DEREK WITMER
CAL FIRE Region Chief	SCOTT UPTON

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
0.5	Assistant Chief (Supervisory) - Division Chief	POF	7/1/2021-6/30/2022	12	\$9,327	\$55,962	\$0	12	\$0	\$51,077	\$0	\$0	\$107,039	\$150,90
0.5	Extended Duty Pay Differential - Assistant Chief 15%	POF	7/1/2021-6/30/2022	12	\$1,356	\$8,136			\$0	\$7,426		\$0	\$15,562	
0.5	Longevity Pay Differential - 5%	POF	7/1/2021-6/30/2022	12	\$0	\$2,798			\$0	\$2,554		\$0	\$5,352	
0.5	Assistant Chief (Supervisory) Recruitment and Retention Pay Differential	POF	7/1/2021-6/30/2022	12	\$2,000	\$12,000			\$0	\$10,952		\$0	\$22,952	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
1.83	Battalion Chief (Nonsupervisory)	POF	7/1/2021-6/30/2022	12	\$6,973	\$153,127	\$3,516	12	\$77,211	\$139,759	\$0	\$41,138	\$411,236	\$426,10
1.83	Education Incentive Pay Differential	POF	7/1/2021-6/30/2022	12	\$75	\$1,647			\$0	\$1,503		\$0	\$3,150	
1.83	Longevity Pay Differential - 4%	POF	7/1/2021-6/30/2022	12	\$0	\$6,125			\$0	\$5,590		\$0	\$11,715	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
5	Fire Captain (Paramedic)	POF	7/1/2021-6/30/2022	12	\$6,171	\$370,260	\$3,206	12	\$192,360	\$337,936	\$0	\$102,489	\$1,003,046	\$1,084,57
5	Education Incentive Pay Differential	POF	7/1/2021-6/30/2022	12	\$75	\$4,500			\$0	\$4,107		\$0	\$8,607	
5	Longevity Pay Differential - 4%	POF	7/1/2021-6/30/2022	12	\$0	\$14,810			\$0	\$13,517		\$0	\$28,328	
5	Paramedic Recruitment and Retention - 500	POF	7/1/2021-6/30/2022	12	\$500	\$30,000			\$0	\$14,592		\$0	\$44,592	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
4	Fire Captain, Range A	POF	7/1/2021-6/30/2022	12	\$5,936	\$284,928	\$2,998	12	\$143,904	\$260,054	\$0	\$76,672	\$765,558	\$810,59
4	Education Incentive Pay Differential	POF	7/1/2021-6/30/2022	12	\$75	\$3,600			\$0	\$3,286		\$0	\$6,886	
4	Longevity Pay Differential - 7%	POF	7/1/2021-6/30/2022	12	\$0	\$19,945			\$0	\$18,204		\$0	\$38,149	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
11	Fire Apparatus Engineer (Paramedic)	POF	7/1/2021-6/30/2022	12	\$5,662	\$747,384	\$2,862	12	\$377,784	\$682,137	\$0	\$201,283	\$2,008,589	\$2,154,21
11	Education Incentive Pay Differential	POF	7/1/2021-6/30/2022	12	\$75	\$9,900			\$0	\$9,036		\$0	\$18,936	
11	Longevity Pay Differential - 2%	POF	7/1/2021-6/30/2022	12	\$0	\$14,948			\$0	\$13,643		\$0	\$28,590	
11	Paramedic Recruitment and Retention - 500	POF	7/1/2021-6/30/2022	12	\$500	\$66,000			\$0	\$32,102		\$0	\$98,102	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
8	Fire Apparatus Engineer	POF	7/1/2021-6/30/2022	12	\$5,290	\$507,840	\$2,676	12	\$256,896	\$463,506	\$0	\$136,874	\$1,365,116	\$1,398,31
8	Education Incentive Pay Differential	POF	7/1/2021-6/30/2022	12	\$75	\$7,200			\$0	\$6,571		\$0	\$13,771	
8	Longevity Pay Differential - 2%	POF	7/1/2021-6/30/2022	12	\$0	\$10,157			\$0	\$9,270		\$0	\$19,427	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	

Attachment: CALFIRE Agreement (1791 : Public Hearing and Budget Adoption)

3	Communications Operator, Range B	SAF	7/1/2021-6/30/2022	12	\$5,891	\$212,076	\$0	0	\$0	\$140,055	\$0	\$0	\$352,131	\$353,81
1	Night-Shift Pay Differential	SAF	7/1/2021-6/30/2022	12	\$87	\$1,040			\$0	\$687	\$0	\$0	\$1,727	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
1	Heavy Equipment Mechanic, Range A	MIS	7/1/2021-6/30/2022	12	\$5,931	\$71,172	\$0	0	\$0	\$55,479	\$0	\$0	\$126,651	\$137,84
1	Fire Mission Pay Differential - HEM Range A	MIS	7/1/2021-6/30/2022	12	\$524	\$6,288			\$0	\$4,901	\$0	\$0	\$11,189	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
0.5	Associate Governmental Program Analyst	MIS	7/1/2021-6/30/2022	12	\$6,292	\$37,752	\$0	0	\$0	\$29,428	\$0	\$0	\$67,180	\$67,18
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
1	Staff Services Analyst	MIS	7/1/2021-6/30/2022	12	\$5,659	\$67,908	\$0	0	\$0	\$52,934	\$0	\$0	\$120,842	\$120,84
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
1	Office Technician	MIS	7/1/2021-6/30/2022	12	\$4,084	\$49,008	\$0	0	\$0	\$38,202	\$0	\$0	\$87,210	\$87,21
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
1	Fire Prevention Specialist II	MIS	7/1/2021-6/30/2022	12	\$5,129	\$61,548	\$0	0	\$0	\$47,977	\$0	\$0	\$109,525	\$109,52
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
1.5	Forestry Aide	MIS	7/1/2021-6/30/2022	9	\$3,820	\$51,570	\$0	0	\$0	\$40,199	\$0	\$0	\$91,769	\$91,76
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$481,88
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime	POF	7/1/2021-6/30/2022			\$475,000			\$0	\$6,888	\$0	\$0	\$481,888	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	

Attachment: CALFIRE Agreement (1791 : Public Hearing and Budget Adoption)

Fiscal Year: 2021
 Index: 1600
 PCA: 17660
 PRC: 4142

Uniform Benefits	\$1,002
Sub Total	\$94,662
Admin	\$11,804
Total	\$106,466

Contract Name: CITY OF MORGAN HILL

Contract No.: 1CA04066

Page No.: 31

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2018 between City of Morgan Hill and The California Department of Forestry and Fire Protection (CAL FIRE)

						1.45%	
Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	Uniform Benefits	Total
UNIFORM ALLOWANCE FOR BU8		31.33	12.00	\$178	\$ 66,733	\$ 968	\$ 67,701
UNIFORM ALLOWANCE FOR BU8	Forestry Aides	1.50	9.00	\$178	\$ 2,396	\$ 35	\$ 2,431
UNIFORM ALLOWANCE FOR COMM OP		3.00	12.00	\$104	\$ 3,750		\$ 3,750
UNIFORM ALLOWANCE FOR HEM		1.00	12.00	\$56	\$ 672		\$ 672
COVERALLS FOR HEM		1.00	12.00	\$9	\$ 108		\$ 108
EQUIPMENT		1.00	1.00	\$5000	\$ 5,000		\$ 5,000
TRAINING		1.00	1.00	\$10000	\$ 10,000		\$ 10,000
TRAVEL		1.00	1.00	\$5000	\$ 5,000		\$ 5,000

Fiscal Year: 2022
 Index: 1600
 PCA: 17660
 PRC: 4142

Unit: Santa Clara

Sub Total	\$7,756,954		
Admin	\$967,292	Yr 2 Increase	0.0%
Total	\$8,724,247	Yr 2 Subtotal	\$0

Contract Name: CITY OF MORGAN HILL

Contract No.: 1CA03556

Page No.:

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Comments

Overtime Total: \$507,250

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2018 between the City of Morgan Hill and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	DEREK WITMER
CAL FIRE Region Chief	SCOTT UPTON

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
0.5	Assistant Chief (Supervisory) - Division Chief	POF	7/1/2022-6/30/2023	12	\$9,793	\$58,758	\$0	12	\$0	\$53,628	\$0	\$0	\$112,386	\$156,552
0.5	Extended Duty Pay Differential - Assistant Chief 15%	POF	7/1/2022-6/30/2023	12	\$1,356	\$8,136			\$0	\$7,426		\$0	\$15,562	
0.5	Longevity Pay Differential - 5%	POF	7/1/2022-6/30/2023	12	\$0	\$2,938			\$0	\$2,681		\$0	\$5,619	
0.5	Assistant Chief (Supervisory) Recruitment and Retention Pay Differential	POF	7/1/2022-6/30/2023	12	\$2,000	\$12,000			\$0	\$10,952		\$0	\$22,952	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
									\$0	\$0		\$0	\$0	
1.83	Battalion Chief (Nonsupervisory)	POF	7/1/2022-6/30/2023	12	\$7,322	\$160,791	\$3,516	12	\$77,211	\$146,754	\$0	\$41,138	\$425,895	\$441,344
1.83	Education Incentive Pay Differential	POF	7/1/2022-6/30/2023	12	\$75	\$1,647			\$0	\$1,503		\$0	\$3,150	
1.83	Longevity Pay Differential - 4%	POF	7/1/2018-6/30/2019	12	\$0	\$6,432			\$0	\$5,870		\$0	\$12,302	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
									\$0	\$0		\$0	\$0	
5	Fire Captain (Paramedic)	POF	7/1/2022-6/30/2023	12	\$6,479	\$388,740	\$3,206	12	\$192,360	\$354,803	\$0	\$102,489	\$1,038,392	\$1,121,332
5	Education Incentive Pay Differential	POF	7/1/2022-6/30/2023	12	\$75	\$4,500			\$0	\$4,107		\$0	\$8,607	
5	Longevity Pay Differential - 4%	POF	7/1/2022-6/30/2023	12	\$0	\$15,550			\$0	\$14,192		\$0	\$29,742	
5	Paramedic Recruitment and Retention - 500	POF	7/1/2022-6/30/2023	12	\$500	\$30,000			\$0	\$14,592		\$0	\$44,592	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
									\$0	\$0		\$0	\$0	
4	Fire Captain, Range A	POF	7/1/2022-6/30/2023	12	\$6,232	\$299,136	\$2,998	12	\$143,904	\$273,021	\$0	\$76,672	\$792,733	\$839,677
4	Education Incentive Pay Differential	POF	7/1/2022-6/30/2023	12	\$75	\$3,600			\$0	\$3,286		\$0	\$6,886	
4	Longevity Pay Differential - 7%	POF	7/1/2022-6/30/2023	12	\$0	\$20,940			\$0	\$19,111		\$0	\$40,051	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
									\$0	\$0		\$0	\$0	
11	Fire Apparatus Engineer (Paramedic)	POF	7/1/2022-6/30/2023	12	\$5,945	\$784,740	\$2,862	12	\$377,784	\$716,232	\$0	\$201,283	\$2,080,040	\$2,227,052
11	Education Incentive Pay Differential	POF	7/1/2022-6/30/2023	12	\$75	\$9,900			\$0	\$9,036		\$0	\$18,936	
11	Longevity Pay Differential - 2%	POF	7/1/2022-6/30/2023	12	\$0	\$15,695			\$0	\$14,325		\$0	\$30,019	
11	Paramedic Recruitment and Retention - 500	POF	7/1/2022-6/30/2023	12	\$500	\$66,000			\$0	\$32,102		\$0	\$98,102	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
									\$0	\$0		\$0	\$0	
8	Fire Apparatus Engineer	POF	7/1/2022-6/30/2023	12	\$5,554	\$533,184	\$2,676	12	\$256,896	\$486,637	\$0	\$136,874	\$1,413,591	\$1,447,755
8	Education Incentive Pay Differential	POF	7/1/2022-6/30/2023	12	\$75	\$7,200			\$0	\$6,571		\$0	\$13,771	
8	Longevity Pay Differential - 2%	POF	7/1/2022-6/30/2023	12	\$0	\$10,664			\$0	\$9,733		\$0	\$20,396	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
									\$0	\$0		\$0	\$0	

Attachment: CALFIRE Agreement (1791 : Public Hearing and Budget Adoption)

3	Communications Operator, Range B	SAF	7/1/2022-6/30/2023	12	\$6,185	\$222,660	\$0	0	\$0	\$147,045	\$0	\$0	\$369,705	\$371,4
1	Night-Shift Pay Differential	SAF	7/1/2022-6/30/2023	12	\$87	\$1,040			\$0	\$687	\$0	\$0	\$1,727	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
1	Heavy Equipment Mechanic, Range A	MIS	7/1/2022-6/30/2023	12	\$6,228	\$74,736	\$0	0	\$0	\$58,257	\$0	\$0	\$132,993	\$144,1
1	Fire Mission Pay Differential - HEM Range A	MIS	7/1/2022-6/30/2023	12	\$524	\$6,288			\$0	\$4,901	\$0	\$0	\$11,189	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
0.5	Associate Governmental Program Analyst	MIS	7/1/2022-6/30/2023	12	\$6,607	\$39,642	\$0	0	\$0	\$30,901	\$0	\$0	\$70,543	\$70,5
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
1	Staff Services Analyst	MIS	7/1/2022-6/30/2023	12	\$5,942	\$71,304	\$0	0	\$0	\$55,581	\$0	\$0	\$126,885	\$126,8
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
1	Office Technician	MIS	7/1/2022-6/30/2023	12	\$4,288	\$51,456	\$0	0	\$0	\$40,110	\$0	\$0	\$91,566	\$91,5
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
1	Fire Prevention Specialist II	MIS	7/1/2022-6/30/2023	12	\$5,386	\$64,632	\$0	0	\$0	\$50,381	\$0	\$0	\$115,013	\$115,0
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
1.5	Forestry Aide	MIS	7/1/2022-6/30/2023	9	\$4,011	\$54,149	\$0	0	\$0	\$42,209	\$0	\$0	\$96,357	\$96,3
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$507,2
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime	POF	7/1/2022-6/30/2023			\$500,000			\$0	\$7,250	\$0	\$0	\$507,250	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0	\$0	\$0	\$0	
	Overtime								\$0	\$0	\$0	\$0	\$0	

Attachment: CALFIRE Agreement (1791 : Public Hearing and Budget Adoption)

Fiscal Year: 2022
 Index: 1600
 PCA: 17660
 PRC: 4142

Uniform Benefits	\$1,002
Sub Total	\$94,662
Admin	\$11,804
Total	\$106,466

Contract Name: CITY OF MORGAN HILL

Contract No.: 1CA04066

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Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2018 between City of Morgan Hill and The California Department of Forestry and Fire Protection (CAL FIRE)

						1.45%	
Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	Uniform Benefits	Total
UNIFORM ALLOWANCE FOR BU8		31.33	12.00	\$178	\$ 66,733	\$ 968	\$ 67,701
UNIFORM ALLOWANCE FOR BU8	Forestry Aides	1.50	9.00	\$178	\$ 2,396	\$ 35	\$ 2,431
UNIFORM ALLOWANCE FOR COMM OP		3.00	12.00	\$104	\$ 3,750		\$ 3,750
UNIFORM ALLOWANCE FOR HEM		1.00	12.00	\$56	\$ 672		\$ 672
COVERALLS FOR HEM		1.00	12.00	\$9	\$ 108		\$ 108
EQUIPMENT		1.00	1.00	\$5000	\$ 5,000		\$ 5,000
TRAINING		1.00	1.00	\$10000	\$ 10,000		\$ 10,000
TRAVEL		1.00	1.00	\$5000	\$ 5,000		\$ 5,000

Contractor Name: City of Morgan Hill

Contract No.: 1CA04066

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EXHIBIT D, SCHEDULE B**State Funded Resources**NAME OF LOCAL AGENCY: **City of Morgan Hill**

This is a Schedule B Cooperative Agreement originally dated July 1, 2018, by and between the CAL FIRE of the State of California and the City of Morgan Hill.

FISCAL YEAR: 2018/2019 – 2022/2023**ADMINISTRATION – REGULAR**

1 - Unit Chief	1 – Division Chief, South Bay Operations
1 – Division Chief, East Bay Operations	1 – Division Chief, Administrative Officer
1 – Forester II	1 – Fleet Manager
1 – Heavy Equipment Mechanic	7 – Battalion Chiefs
1 – Battalion Chief, Training & Safety	1 – Battalion Chief, Fire Prevention
1 – Battalion Chief, Emergency Command Center	4 – Fire Captains, Emergency Command Center
2 – Communications Operators	1 – Forestry Logistic Officer
1 – Senior Personnel Services Specialist	1 – Fire Prevention Specialist
1 – Personnel Services Specialist	1 – Finance Specialist
1 – Office Technician	

STATIONS	Equipment	STATIONS	Equipment	HELITACK	Equipment
Alma	1 Engine	Sweetwater	1 Engine	Alma	1 Helicopter
Almaden	1 Engine	Pacheco	1 Engine		
Stevens Creek	1 Engine	Del Puerto	1 Engine 1 Bulldozer		
Morgan Hill	2 Engines 1 Bulldozer	Castle Rock	1 Engine		
Coyote	1 Engine	Sunol	2 Engines 1 Bulldozer		
Smith Creek	1 Engine	Sunshine	2 Engines		

Contractor Name: City of Morgan Hill

Contract No.: 1CA04066

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EXHIBIT D, SCHEDULE C**LOCAL FUNDED LOCAL RESOURCES**
ASSIGNED TO THE CAL FIRE UNITNAME OF LOCAL AGENCY: **City of Morgan Hill**

This is Schedule C of Cooperative Agreement originally dated July 1, 2017, by and between the CAL FIRE of the State of California and the City of Morgan Hill.

FISCAL YEAR: 2018/2019 – 2022/2023

The Unit Chief, as the City Fire Chief, submits a proposed budget following the direction of the City Council.

The Fire Chief, manages the approved fire budget of the City of Morgan Hill.

The STATE under the provisions of this agreement, shall perform the execution of budget management and procurement document processing for much of operating expenses for the City Fire Department through LOCAL AGENCY procurement policy and process.

Most operating expenditures for the fire department operations will fall under Schedule C, being paid directly by the City of Morgan Hill.

Attachment: CALFIRE Agreement (1791 : Public Hearing and Budget Adoption)

Contractor Name: City of Morgan Hill

Contract No: 1CA04066

Page No.: 37

EXHIBIT D, SCHEDULE D (page one)**LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES**NAME OF LOCAL AGENCY:City of Morgan Hill

This is Schedule D of Cooperative Agreement originally dated July 1, 2018, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: 2018/19 to 2022/23

The current "Salary, Pay Differentials, and Operating Expense Schedule" Memorandum under Operating Expenses, Vehicle Maintenance includes the following description of maintenance responsibilities and procedures for LOCAL AGENCY-owned vehicles which are listed in the Exhibit D, Schedule A. Categories are "Flat Rate", "Mileage Rate", and "Actual Cost".

- (1) For all vehicles for which a monthly "Flat Rate" is shown, (this category excludes, all surveyed CAL FIRE vehicles, vehicles obtained through federal surplus, fire apparatus built on commercial chassis over 15 years old and fire apparatus built on custom chassis over 20 years old - age is based on chassis production year.)

State shall:

- a. Provide fuel, oil, lubrication, batteries, tires and tubes,
- b. Repair, exchange or replace when necessary accessory motors, hoses, pumps, spotlights, sirens, fire extinguishers and all other accessories affixed to or supplied when said vehicles were accepted by the STATE for operation under Schedule A, excepting equipment or accessories not common to the use of the STATE and radio, installations originally provided by the LOCAL AGENCY. All such equipment provided and installed by the STATE shall become the property of the LOCAL AGENCY and the replaced equipment removed shall become the property of the STATE.
- c. Make such reasonable repairs to said vehicles (not including painting.) as may be necessary to keep the vehicles in operating condition; provided, however, that the STATE may cease to make further repairs on any vehicles when the STATE determines that the repair costs during the period of this agreement shall exceed \$10,000 for any one occurrence, or will exceed the market value of the vehicle. In the event the STATE determines that a vehicle is not fit for further use because of obsolescence, deterioration or damage, the STATE shall not be required to repair the vehicle or maintain it in use. Upon such determination, the STATE shall immediately so advise the LOCAL AGENCY, and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

Contractor Name: City of Morgan Hill

Contract No: 1CA04066

Page No.: 38

EXHIBIT D, SCHEDULE D (page two)
LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

- (2) For all passenger and service vehicles for which a "Mileage Rate" is shown, STATE shall:

- a. Provide fuel, oil, lubrication, batteries and tires and tubes.
- b. Make such reasonable repairs to said vehicles as may be necessary to keep the vehicles in operating condition provided, however, that the STATE may cease to make further repairs on any vehicles when the potential repair costs are not reasonable considering the vehicle age, market value and other pertinent factors.

Upon such determination, the STATE shall immediately so notify the LOCAL AGENCY and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

- (3) For all vehicles listed under the heading "Flat Rate" or "Mileage Rate", LOCAL AGENCY shall assume accident repairs in excess of \$2,000 per occurrence.
- (4) For all vehicles listed under the heading "Actual Cost", the STATE shall operate, maintain, and repair said vehicles at the STATE'S actual cost.
- (5) LOCAL AGENCY-owned vehicles to be maintained pursuant to this section are listed below by category and are described by year model, "Rate Letter" type, and license number.

<u>Category</u>	<u>Year Model</u>	<u>Type</u>	<u>License Number</u>
ENGINE	2013	3B2	1409749
ENGINE	2013	3B2	1409748
TRUCK	2013	4B1	1409750
PU 4x4	2012	2C	1392594
PU 4x4	2013	2C	1396677
PU 4x4	2013	2C	1396678
ENGINE	2013	2C	1378197
ENGINE	1994	2C	294482

Contractor Name: City of Morgan Hill

Contract No: 1CA04066

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EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2018, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY: City of Morgan Hill

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2018/19 to 2022/23

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR
TORT LIABILITY**

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____	Donald Larkin	
	Signature	Printed Name
City Attorney		

Title		Date
_____		_____

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
WORKER'S COMPENSATION BENEFITS**

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: _____		
	Signature	Printed Name

Title		Date
_____		_____

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
LOCAL AGENCY-OWNED VEHICLES**

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____	Donald Larkin	
	Signature	Printed Name
City Attorney		

Title		Date
_____		_____

EXHIBIT E
DESCRIPTION OF OTHER SERVICES

Exhibit E

1. In reference to Exhibit A, 1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE, STATE shall perform Fire Inspection Services in accordance with the LOCAL AGENCY adopted code, policy and operating procedures. The City Fire Marshal, Fire Marshaling Services (including citation when other means have been exhausted) and the public education programs are provided by the STATE as part of this agreement. Fire Code Enforcement will normally be available five days per week, with emergency and scheduled enforcement inspections available seven days a week.
2. STATE and LOCAL AGENCY shall jointly update the "Cooperative Fire Operating Plan" which shall be used for day to day administration of the Morgan Hill Fire Department.
3. In refence to Exhibit C, 9. INDEPENDENT CONTRACTOR, STATE shall perform under this agreement as an independent contractor to the LOCAL AGENCY. Employees of the STATE, as listed in Schedule A of this agreement, are not to be deemed employees of the LOCAL AGENCY for any purpose unless otherwise identified in this agreement, City Policy or Municipal Code. STATE shall be solely responsible for all pay, benefits, leave, collective bargaining, Fire Fighter Bill of Rights, and Equal Employment Opportunity legal obligations to STATE employees.
4. The STATE is an equal opportunity employer. The STATE will comply with all statutory obligations under the Government Code, Labor Code, Americans with Disabilities Act (Government Code §12990 (a-f) et seq.) and regulations (California Code of Regulations, Title 2, § 7285 et seq.).

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL
AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT WITH THE CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR FIRE AND MEDICAL
EMERGENCY RESPONSE SERVICES.**

WHEREAS, the California Department of Forestry and Fire Protection (“CAL FIRE”) is providing fire and emergency medical response services (“Fire and Emergency Services”) in the City of Morgan Hill (“City”) pursuant to a contract by and between the City and CAL FIRE; and

WHEREAS, based on CAL FIRE’s ability to provide all necessary service, experience, demonstrated quality of services and cost, the City Council directed the City Manager to conduct negotiations with CAL FIRE for a new contract; and

WHEREAS, pursuant to California Public Resources Code §§ 4142, 4143, 4144 and 4145 (“Authorizing Statutes”) CAL FIRE has proposed a Cooperative Fire Programs Fire Protection Reimbursement Agreement in a form approved by the California Department of General Services (“Contract”); and

WHEREAS, the City Council finds that entering into the Contract with CAL FIRE is the most advantageous to the City.

WHEREAS, CAL FIRE and the City have authority to enter into the Contract pursuant to the Authorizing Statutes; and

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

1. The recitals, findings and determinations set forth above are true and correct and are incorporated by reference herein.
2. The City Council hereby authorizes the City Manager to execute the Contract with CAL FIRE with the following material terms:
 - TERM: July 1, 2018 through June 30, 2023
 - AMOUNT: \$37,381,274.00 (with annual not to exceed amounts as set forth in Exhibit “D”, Schedule “A” of the Contract)
 - SERVICES PROVIDED shall include:
 - Emergency fire protection, emergency response and basic life support
 - Advanced life support services
 - Fire dispatch services
 - Fire code inspection, prevention and enforcement services
 - Land use / pre-fire planning services
3. The City Manager is hereby authorized to negotiate, agree to or cause to be amended a “Cooperative Fire Operating Plan,” outlining the operations parameters to carry out the contracted services.
4. The City Manager is hereby authorized to make non-material corrections or amendments to the Contract necessary to carry out and implement the Contract.
5. If any section, subsection, subdivision, sentence, clause, phrase, word or portion of this resolution is for any reason held to be invalid by the decision of any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this resolution and each section, subsection, subdivision, sentence, clause, phrase, word or portions thereof be declared invalid.

PASSED AND ADOPTED by the city Council of the City of Morgan Hill at the meeting held on this _____th day of _____, 2018 by the following vote:

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

DATE: _____

 Steve Tate, MAYOR

❧ CERTIFICATION ❧

I, Irma Torres, 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 _____.

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

DATE: _____

 Irma Torres, CITY CLERK

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL INCREASING COMPENSATION FOR MANAGEMENT, PROFESSIONAL, AND CONFIDENTIAL EMPLOYEES (THIS RESOLUTION RESCINDS RESOLUTION NO. 17-042)

WHEREAS, the City Manager has presented to the City Council of the City of Morgan Hill a recommended set of salary ranges and benefits for the Management, Professional, and Confidential employees; and

WHEREAS, the City Council of the City of Morgan Hill has reviewed said recommendations;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morgan Hill as follows:

SECTION 1 - SALARY RANGES (Effective July 2, 2017, 2018)

- A. Effective July ~~2, 2017, 2018~~, base salaries for Groups 1-A, 1-B, 1-C, and 1-D will increase by ~~3.00~~ 5%.

See ~~attached~~ Salary Schedules FY ~~2017-2018-2019~~ attached as Exhibit A

- B. Groups 1-A, 1-B, 1-C, and 1-D base salary ranges include the employee PERS contribution which is deducted from payroll (See SECTION 3, D.)

SECTION 2 - ESTABLISHMENT OF COMPENSATION AND JOB DESCRIPTIONS FOR GROUPS 1-A, 1-B, 1-C, and 1-D

- A. The City Manager will establish the monthly compensation for the classifications in Group 1-A. In order to attract high quality executive managers, foster job security within a professional climate, and provide the flexibility to remain competitive within the area job market, the City Manager has authority to enter into individual employment agreements with each executive manager; provided that the terms of the employment agreement do not exceed the total compensation permitted by this Resolution.

Employees listed in Group 1-A may receive a severance allowance as provided for in an individual employment agreement when they are separated in good standing from employment; provided that such separation is not for cause, or for reasons listed in Government Code 19572, or for any employee who voluntarily resigns from City service for personal reasons.

1. The City Manager shall establish an allowance amount, not to exceed three months' salary, which is determined to be in the best interest of the City.

2. This severance allowance is in addition to any unused vacation or administrative leave pay unused at the time of separation.
- B. Each Department Director will recommend to the City Manager the proposed monthly salary to be paid to each of the employees whose classification appears in Group 1-B, 1-C, and 1-D. Upon approval of the City Manager, the monthly salary will be set within the prescribed range for each classification. The City Manager has the authority to increase the monthly compensation for employees in Group 1-B, 1-C, and 1-D, by a maximum of 10% within the prescribed range each fiscal year based on each individual employee's performance.
 - C. For employees listed in Groups 1-A, 1-B, 1-C, and 1-D, the last 2.5% of the salary range has been designated as performance pay. Employees are eligible to have their base salary set in the last 2.5% of their respective range provided they have successfully passed a 12-month probation, progressed to the end of their salary range, and receive and maintain excellent performance as identified by their performance evaluation. The criteria for excellent performance evaluations are as follows: at least half of the rating factors must be scored at the "Exceeds Expectations" and no rating factor can be scored at the "Needs Improvement" level. The employee's direct supervisor and, if applicable, the Department Director must affirm on the annual performance evaluation that individuals meet the criteria. After such time, the recommendation for performance pay will be brought to the City Manager, or City Attorney, as appropriate, for approval.
 - D. Performance pay lasts for one year, and then expires. Performance pay can be established anew only if the employee's regularly scheduled annual performance evaluation continues to show no rating factor scored at "Needs Improvement" and more than half of the rating factors scored at "Exceeds Expectations."
 - E. The City will contribute to a City-sponsored IRS 457 deferred compensation program of the employee's choice (ICMA or MassMutual) according to the following schedule:
 1. 3% of base salary per pay period for employees who have been employed with the City for up to four years.
 2. 4% of base salary per pay period for employees who have been employed with the City from four to eight years.
 3. 5% of base salary per pay period for employees who have been employed with the City for over eight years.
 4. Alternately, employees may elect to have 3% of the employer contribution added directly to their salary. If the 3% to salary option is chosen, the employee's deferred compensation would be lowered by 3% and included in their salary wages earned. If electing to receive the 3% towards salary rather than towards deferred compensation, employees must submit their request in writing to Human Resources by the beginning of the first pay period for a new fiscal year, or as approved by the City Manager, which election shall endure until the beginning of the next fiscal year.

- F. When it is proposed by the Personnel Officer that a new classification be created or an existing classification be changed, the City Manager shall submit justification for approval of that action to the City Council and if that action is approved, the City Manager will have the authority to approve new and revised job descriptions.

SECTION 3 - CONTRIBUTIONS TO THE CalPERS RETIREMENT SYSTEM, GROUPS 1-A, 1-B, 1-C, and 1-D

- A. For "Classic Members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA) and in the CalPERS retirement system:
1. Non-Safety (~~miscellaneous~~) employees (~~miscellaneous~~) listed in Groups 1-A, 1-B, 1-C, and 1-D will receive CalPERS retirement benefits under the 2.5% at age 55 plan.
 2. Safety (sworn) employees listed in Groups 1-A and 1-B, will receive CalPERS retirement benefits under the 3% at age 50 plan.
- B. For "New Members" as defined by PEPRA and in the CalPERS retirement system:
1. Non-Safety (miscellaneous) employees listed in Groups 1-A, 1-B, 1-C, and 1-D will receive CalPERS retirement benefits under the 2.0% at 62 plan.
 2. Safety (sworn) employees listed in Groups 1-A and 1-B will receive CalPERS retirement benefits under the 2.7% at age 57 plan.
- C. CalPERS defines a "New Member" as:
1. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any other California public retirement system.
 2. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.
 3. A member who established CalPERS membership prior to January 1, 2013, and who is hired by a different CalPERS employer after January 1, 2013, after a break in service of greater than six months.
 4. CalPERS refers to all members that do not fit the definition of a "new member" as a "classic member."
- D. Beginning with CalPERS rates effective July 1, 2013, the City and Management, Professional, and Confidential employees agreed to split future rate increases at a 50/50 ratio. This methodology will be used in subsequent years should CalPERS increase the Miscellaneous and Safety contribution rates.

SECTION 4 - HEALTH CARE CONTRIBUTIONS AND IRS 125 PLAN, GROUPS 1-A, 1-B, 1-C, and 1-D

A. Health Care Contributions are subject to the mandatory offset provisions described below:

1. For **family** health care allowance, the City will pay 90% of: ~~of~~ the total cost of the lowest cost PEMHCA medical plan plus dental.
2. For **employee plus one dependent**, the City will pay 96.5% of: the total cost of the lowest cost PEMHCA medical plan plus dental.
3. For **employee only** health care allowance, the City will pay 100% of: the total cost of the lowest cost PEMHCA medical plan plus dental.
4. At the time when the lowest cost medical plan plus dental coverage exceeds the \$610 health care allowance, the City shall provide 100% of: the lowest cost medical health plan plus dental.
5. Health in-lieu is \$610 per month if an employee waives both medical and dental coverage.
6. If an employee waives medical and elects dental coverage, the employee will receive \$610 health in-lieu but will pay the appropriate dental premium.
7. Employees listed in Groups 1-A, 1-B, 1-C, and 1-D who do not use their full health allowance may use their surplus amount for optional benefits such as vision, long term care insurance, or for participating in medical reimbursement or dependent care expense accounts. If employees do not use their surplus for optional benefits, it will be added to their salary as taxable income.

B. The City will continue to provide coverage under the Concern Employee Assistance Program.

C. The City will continue to offer an IRS Section 125 program.

SECTION 5 - GENERAL BENEFIT PROVISIONS, GROUPS 1-A, 1-B, 1-C, AND 1-D

The City will comply with the requirements of the City Personnel Rules and Regulations and the Fair Labor Standards Act governing the use of taking and reporting time off from work for management employees.

A. Holidays

1. The City will grant the following paid holidays to employees listed in Groups 1-A, 1-B, 1-C, and 1-D:

New Year's Day
 Martin Luther King, Jr. Day
 President's Day
 Cesar Chavez Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Eve
 Christmas Day

One-half (1/2) day holiday to be used during the furlough period or on the last workday before the holiday.

Two floating holidays (These two floating holidays must be used during the fiscal year).

2. Holidays are with eight hours of time off; employees on alternate work schedules must use additional leave balances to receive full pay on a holiday.
3. With the approval of the employee's supervisor, employees may "float" holidays to another day within the same fiscal year provided they work on the holiday.

B. Sick Leave Accrual

1. Sick Leave credit for employees will be accumulated on the basis of eight hours of sick leave per month (96 hours per year).
2. The City will, at the end of each calendar year, pay each employee twenty-five percent of the unused sick leave earned that year unless the employee requests not to receive such a payment.
3. The balance of the unused sick leave will then be accumulated on an unlimited basis.
4. Upon retirement, 100% of the employee's unused sick leave balance will be credited to the employee's retirement eligibility. This amount would then be converted into time in service and added to the employee's retirement eligibility. (Reference - City contract with CalPERS, Section 20862.8)
5. Each employee may take 16 hours of personal leave time during the fiscal year which is charged against the current year's sick leave accrual.

6. The City Manager may negotiate establishing a leave "bank" with new employees at time of hire.

C. Vacation Leave Accrual

1. Each employee listed in Groups 1-A, 1-B, 1-C and 1-D will be credited vacation on the basis of 120 hours per year for the first five years of City service. After five years of service, vacation will be credited on the basis of 160 hours per year.
2. The maximum accumulation of vacation will be no more than that earned for two years.
3. Additional vacation accrual will not be provided until the employee's vacation balance drops below the maximum accrual limit as of June 30 in any given year.
4. The City Manager may negotiate vacation accrual rates and/or establishing a leave "bank" with new employees at time of hire.

D. Administrative Leave, Groups 1-A, 1-B, and 1-C

1. Employees listed in Groups 1-A, 1-B, and 1-C receive and may use up to 72 hours of administrative leave with pay per fiscal year.
2. Administrative leave time for employees in Groups 1-A, 1-B, and 1-C will be available for one additional year if not used in the fiscal year that it was initially available. If, however, the administrative leave time that was carried over to the following fiscal year is not used during the second year, it will be lost at the end of the second fiscal year. In effect, the maximum amount of administrative leave time that may be available to an employee at any given time is 144 hours.
3. Effective July 1, 2016, new employees who are hired during any month other than July, will initially receive prorated administrative leave hours of six (6) hours per month depending on date of hire and the hours will be banked at time of hire (i.e. employees hired in the month of August would receive 66 hours of administrative leave because they will be working a total of eleven (11) months in the fiscal year). All regular, full-time employees will receive 72 hours of administrative leave each fiscal year following their hire date. Part-time employees have prorated benefits and their total administrative leave hours will be prorated based on their position allocation (i.e. .50 FTE or .75 FTE).

E. Leave Cash Out

Employees listed in Groups 1-A, 1-B, 1-C and 1-D may cash out up to 120 hours of accrued vacation, administrative leave, or a combination of the two, per calendar year. Employees must make an irrevocable election by December 1 of each year for the following calendar year stating their intent to cash out and the eligible number of hours. Employees must request payment of the elected cash amount by November 1 of each year.

F. Bereavement Leave

Management, Professional, and Confidential employees shall, per occurrence, be granted Bereavement Leave when a death occurs in the employee's or spouse's immediate family. For

the purpose of this section, "immediate family" is defined as: father, mother, brother, sister, spouse, natural or legally adopted child, step-child, in-laws, grandparents, and grandchildren. Up to three (3) days of bereavement leave shall be granted when the death and service are within the State of California and up to five (5) days when the death or service is outside the State. Bereavement Leave usage shall not be charged against the employee's Sick Leave or Vacation Time. Employees may also use up to two (2) additional days of Sick Leave to supplement their allotted Bereavement Leave if other circumstances require absence during this time.

Requests for additional Bereavement Leave beyond the allotted three (3) or five (5) days, shall be subject to the approval of the employee's supervisor and deducted from the employee's other leave banks. Special circumstances beyond this definition may be considered on a case-by-case basis and must be approved by the City Manager. This leave will not affect the twenty-five percent cash out of sick leave for the same calendar year.

G. **Professional Development**

It shall be the philosophy of the City to encourage employees to attend classes, seminars, conferences, etc. which will enable the employee to develop professionally. Such attendance must be approved by the Department Director or the City Manager. The City may request employees who complete such a course to report or train other employees in the skills they have attained.

1. **Tuition Reimbursement Program**

Employees listed in Groups 1-A, 1-B, 1-C, and 1-D are eligible to receive tuition reimbursement of up to \$1,500 per fiscal year for the cost of books and tuition for classes or courses beneficial to the employee's career development. All classes must be approved in advance by the Department Director or City Manager. Reimbursement will take place upon a successful completion or passing of the course.

2. **Membership Dues**

For employees listed in Groups 1-A and 1-B, the City shall provide a personal membership dues reimbursement of up to ~~\$400~~ \$1,200 per fiscal year for costs associated with joining and participating in Morgan Hill community service organizations such as Rotary or Kiwanis. Reimbursement of membership dues for community service organizations requires the prior approval by the Department Director or the City Manager.

H. **Life and Disability Insurance**

The City shall pay the premiums for short-term disability, long-term disability, and life insurance plans.

1. Life insurance levels shall be as follows for the employees listed in Section 1:

Group 1-A	\$250,000
Group 1-B	\$150,000
Group 1-C	\$100,000
Group 1-D	\$100,000

This amount decreases when the employee reaches age 65, 70, and 75. The Life Insurance benefit will be paid to the employee's beneficiary upon the death of the employee as outlined

in the program documents.

2. Short-term disability coverage for employees in Groups 1-A, 1-B, 1-C, and 1-D shall be at the maximum rate of \$1,384 per week based on 66 2/3% of the actual weekly salary after an eight-day elimination period.
3. Long-term disability coverage for employees in Groups 1-A, 1-B, 1-C and 1-D shall be at the maximum rate of \$6,000 per month based on 66 2/3% of the actual monthly salary after a 60-day elimination period.

I. Retirement Medical Plan

Upon retirement, employees listed in Groups 1-A, 1-B, 1-C, and 1-D may continue enrollment in the medical insurance plans provided by CalPERS without an interruption of coverage. Such enrollment will be contingent upon the employee meeting the requirements of the medical plans provided by CalPERS and paying the monthly premium to CalPERS at the employee's expense. It will be the employee's responsibility to make sure the insurance premium is paid to CalPERS before the due date. Failure to do so will result in the employee being terminated from their medical coverage.

J. Special Assignment Pay

Special Assignment Pay may be granted to employees who have assumed, for an extended period, significant additional responsibilities outside their current classification. The request for special assignment shall describe the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with a start and end date. Special assignment pay is up to 10% above the employee's normal pay rate. The special assignment and related compensation may be revoked at any time at the discretion of the Department Director, or the City Manager or designee. Special Assignment Pay will be requested in advance by the Department Director and authorized by the City Manager or designee, and then processed by the Human Resources Division. Special Assignment Pay shall be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the City Manager or designee prior to the end of the original assignment end date. This pay will not be considered additional compensation as defined by the California Public Employees' Retirement Systems (CalPERS).

K. Employee Uniform Allowance

Safety employees in Groups 1-A and 1-B will be eligible for the following uniform allowance:

Chief of Police and Police Captain:	\$1,400
Police Support Services Manager:	\$810

L. Work Schedule

The City Manager will establish the standard work schedule for employees listed in Groups 1-A, 1-B, 1-C, and 1-D. Based on the needs of the City, the City Manager may at his/her discretion, change the work schedules of employees at any time.

M. Auto Allowance

The City Manager may establish a monthly allowance for selected employees listed in Groups

1- A and 1-B who use their personal vehicles on City business. Based on the needs of the City, the City Manager may, at his/her discretion, change the auto allowance of employees at any time. The current monthly allowance ~~is as follows:~~ range is \$225 - \$325.

Assistant City Manager for Administrative Services	\$325
Assistant City Manager for Development Services	\$325
Community Development Director	\$325
Community Services Director	\$325
Economic Development Director	\$325
Engineering and Utilities Director	\$325
Finance Director	\$325
Economic Development Manager	\$225
Information Services Manager	\$225
Program Administrator	\$225

M.N. Cell Phone Allowance

The City Manager may establish a monthly allowance for selected employees listed in Groups 1-A, 1-B, 1-C, and 1-D who use their personal cell phones on City business. Based on the needs of the City, the City Manager may, at his/her discretion, change the cell phone allowance of employees at any time. The current monthly allowance is established in Administrative Policy III019.

SECTION 6 - EFFECTIVE DATE

This resolution shall be effective July ~~2, 2017~~1, 2018. Compensation shall be made available to only those employees covered by this section who are still employed as a ~~management~~Management, ~~professional~~Professional, or ~~confidential~~Confidential employee with the City as of the effective date of this agreement. As of the effective date of this Resolution, Resolution No. ~~16-105~~17-042 shall be superseded and rescinded.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the ~~7th~~6th day of June ~~2017~~2018 by the following vote:

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. , adopted by the City Council at the meeting held on June ~~7, 2017~~6, 2018.

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

DATE: _____

IRMA TORREZ, City Clerk

Attachment: Management Compensation Resolution (1791 : Public Hearing and Budget Adoption)

FY 2018-19 SALARY SCHEDULE: 3% TO WAGES

Effective: July 1, 2018

Job Classification	Bottom of Range Monthly	Top of Range Monthly	Performance Pay Monthly
Group 1-A: Executive Management			
Assistant City Manager for Administrative Services	\$13,470	\$17,269	\$17,700
Assistant City Manager for Development Services	\$13,470	\$17,269	\$17,700
Chief of Police	\$13,470	\$17,269	\$17,700
Community Services Director	\$12,832	\$16,447	\$16,858
Development Services Director	\$12,832	\$16,447	\$16,858
Economic Development Director	\$12,832	\$16,447	\$16,858
Engineering and Utilities Director	\$12,832	\$16,447	\$16,858
Finance Director	\$12,832	\$16,447	\$16,858
Group 1-B: Middle Management			
Police Captain	\$11,291	\$14,475	\$14,837
Building Official	\$11,072	\$14,195	\$14,550
Deputy Director for Engineering	\$11,072	\$14,195	\$14,550
Deputy Director for Utilities Services	\$11,072	\$14,195	\$14,550
Housing Manager	\$11,072	\$14,195	\$14,550
Human Resources Director	\$11,072	\$14,195	\$14,550
Planning Manager	\$11,072	\$14,195	\$14,550
Program Administrator	\$11,072	\$14,195	\$14,550
Assistant City Attorney	\$9,788	\$12,527	\$12,840
Economic Development Manager	\$9,788	\$12,527	\$12,840
Senior Civil Engineer	\$9,788	\$12,527	\$12,840
Senior Project Manager	\$9,788	\$12,527	\$12,840
Budget Manager	\$9,051	\$11,614	\$11,904
Building Manager	\$9,051	\$11,614	\$11,904
Communications and Engagement Manager	\$9,051	\$11,614	\$11,904
Community Services Manager	\$9,051	\$11,614	\$11,904
Information Services Manager	\$9,051	\$11,614	\$11,904
Maintenance Manager	\$9,051	\$11,614	\$11,904
Police Support Services Manager	\$9,051	\$11,614	\$11,904
Recreation Manager	\$9,051	\$11,614	\$11,904
Supervising Civil Engineer	\$9,051	\$11,614	\$11,904
Utility Systems Manager	\$9,051	\$11,614	\$11,904
Accounting Manager	\$8,425	\$10,804	\$11,074
Financial and Policy Analyst	\$8,425	\$10,804	\$11,074
Senior Planner	\$8,425	\$10,804	\$11,074
Community Services Supervisor	\$7,633	\$9,502	\$9,739
Council Services and Records Manager	\$7,633	\$9,502	\$9,739
Deputy City Attorney	\$7,633	\$9,502	\$9,739
Economic Development Coordinator	\$7,633	\$9,502	\$9,739
Emergency Services Coordinator	\$7,633	\$9,502	\$9,739
GIS / Land Use Data Administrator	\$7,633	\$9,502	\$9,739
Maintenance Services Coordinator	\$7,633	\$9,502	\$9,739
Older Adult Services Supervisor	\$7,633	\$9,502	\$9,739
Programmer Analyst	\$7,633	\$9,502	\$9,739
Risk Management Analyst (.50 FTE)	\$3,639	\$4,658	\$4,774
Senior Human Resources Analyst	\$7,633	\$9,502	\$9,739
Group 1-C: Confidential Exempt			
Administrative Analyst	\$7,275	\$9,314	\$9,547
Paralegal	\$6,546	\$8,402	\$8,612
Group 1-D: Confidential Non-Exempt			
Accounting Technician	\$5,804	\$7,431	\$7,617
Human Resources Technician	\$5,804	\$7,431	\$7,617
Human Resources Assistant	\$4,545	\$5,801	\$5,946

Last Adoption: June 6, 2018

Packet Pg. 1016

Attachment: Management Compensation Resolution (1791 : Public Hearing and Budget Adoption)

Effective: July 1, 2018

Job Classification	Bottom of Range Monthly	Top of Range Monthly	Performance Pay Monthly
Group 1-A: Executive Management			
Assistant City Manager for Administrative Services	\$13,078	\$16,766	\$17,185
Assistant City Manager for Development Services	\$13,078	\$16,766	\$17,185
Chief of Police	\$13,078	\$16,766	\$17,185
Community Services Director	\$12,458	\$15,968	\$16,367
Development Services Director	\$12,458	\$15,968	\$16,367
Economic Development Director	\$12,458	\$15,968	\$16,367
Engineering and Utilities Director	\$12,458	\$15,968	\$16,367
Finance Director	\$12,458	\$15,968	\$16,367
Group 1-B: Middle Management			
Police Captain	\$10,962	\$14,053	\$14,404
Building Official	\$10,750	\$13,781	\$14,126
Deputy Director for Engineering	\$10,750	\$13,781	\$14,126
Deputy Director for Utilities Services	\$10,750	\$13,781	\$14,126
Housing Manager	\$10,750	\$13,781	\$14,126
Human Resources Director	\$10,750	\$13,781	\$14,126
Planning Manager	\$10,750	\$13,781	\$14,126
Program Administrator	\$10,750	\$13,781	\$14,126
Assistant City Attorney	\$9,503	\$12,162	\$12,466
Economic Development Manager	\$9,503	\$12,162	\$12,466
Senior Civil Engineer	\$9,503	\$12,162	\$12,466
Senior Project Manager	\$9,503	\$12,162	\$12,466
Budget Manager	\$8,788	\$11,276	\$11,557
Building Manager	\$8,788	\$11,276	\$11,557
Communications and Engagement Manager	\$8,788	\$11,276	\$11,557
Community Services Manager	\$8,788	\$11,276	\$11,557
Information Services Manager	\$8,788	\$11,276	\$11,557
Maintenance Manager	\$8,788	\$11,276	\$11,557
Police Support Services Manager	\$8,788	\$11,276	\$11,557
Recreation Manager	\$8,788	\$11,276	\$11,557
Supervising Civil Engineer	\$8,788	\$11,276	\$11,557
Utility Systems Manager	\$8,788	\$11,276	\$11,557
Accounting Manager	\$8,179	\$10,490	\$10,752
Financial and Policy Analyst	\$8,179	\$10,490	\$10,752
Senior Planner	\$8,179	\$10,490	\$10,752
Community Services Supervisor	\$7,411	\$9,225	\$9,456
Council Services and Records Manager	\$7,411	\$9,225	\$9,456
Deputy City Attorney	\$7,411	\$9,225	\$9,456
Economic Development Coordinator	\$7,411	\$9,225	\$9,456
Emergency Services Coordinator	\$7,411	\$9,225	\$9,456
GIS / Land Use Data Administrator	\$7,411	\$9,225	\$9,456
Maintenance Services Coordinator	\$7,411	\$9,225	\$9,456
Older Adult Services Supervisor	\$7,411	\$9,225	\$9,456
Programmer Analyst	\$7,411	\$9,225	\$9,456
Risk Management Analyst (.50 FTE)	\$3,532	\$4,522	\$4,635
Senior Human Resources Analyst	\$7,411	\$9,225	\$9,456
Group 1-C: Confidential Exempt			
Administrative Analyst	\$7,063	\$9,043	\$9,269
Paralegal	\$6,355	\$8,158	\$8,362
Group 1-D: Confidential Non-Exempt			
Accounting Technician	\$5,634	\$7,215	\$7,395
Human Resources Technician	\$5,634	\$7,215	\$7,395
Human Resources Assistant	\$4,412	\$5,632	\$5,773

Last Adoption: June 6, 2018

RESOLUTION NO. 18-11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL RECOMMENDING ACCEPTANCE OF THE CITY'S CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2018/19 THROUGH 2023/24 AND FINDING THE PROGRAM YEARS 2018/19 AND 2019/20 CONSISTENT WITH THE GENERAL PLAN

WHEREAS, such request was considered by the Planning Commission at their regular meeting on May 8, 2018 at which time the Planning Commission recommended acceptance of the Capital Improvement Program for Fiscal Years 2018/19 through 2023/24 after finding the Program Fiscal Years 2018/19 and 2019/20 consistent with the General Plan;

NOW, THEREFORE, THE MORGAN HILL PLANNING COMMISSION DOES RESOLVE AS FOLLOWS:

SECTION 1: The proposed Fiscal Years 2018/19 and 2019/20 Capital Improvement Program is consistent with the General Plan, in that the infrastructure improvements shown in the Program will support the goals, policies and programs of the General Plan, enabling orderly development of the City.

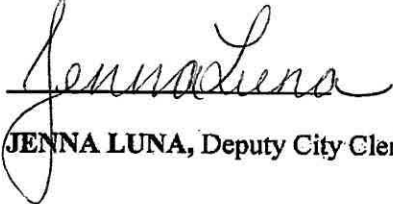
SECTION 2: The proposed Capital Improvement Program is found to be Exempt from the California Environmental Quality Act pursuant to Section 15262 of the CEQA Guidelines.

SECTION 3: The Planning Commission hereby recommends acceptance of the proposed Capital Improvement Program for Fiscal Years 2018/19 through 2023/24.

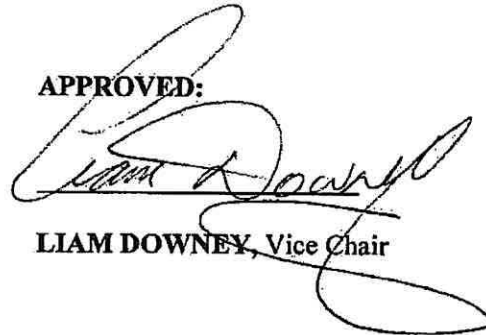
PASSED AND ADOPTED THIS 8th DAY OF MAY, 2018, AT A REGULAR MEETING OF THE MORGAN HILL PLANNING COMMISSION BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	DOWNEY, MUELLER, MARTINEZ BELTRAN, HABIB, MUNOZ MORRIS
NOES:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	TANDA, MCKAY

ATTEST:


JENNA LUNA, Deputy City Clerk

APPROVED:


LIAM DOWNEY, Vice Chair

Boy Scouts 1375 Monday Night.

Girl Scouts 1401 Tuesday Night.

S.R. Aerobics M.W.F

Literacy Program - Summer.

Teachers Assn. "GAMA" yearly fundraiser

Church of Christ. 4 months a year. Sunday only

- Host. Gavilan College Adult Sp. Ed. X-Mas Lunch

- Host. Gavilan College Adult Sp. Ed. Graduations
w/ Hope Rehab.

- Grange Monthly Breakfast. 1st Sunday

- Weekly Bluegrass Jam - Thur. Night.

- Yearly Blue Grass Concert. Feb.

- St. Catharines food bank. 2yr. Served Dinner
at Grange. Nov - Dec.

- We have hosted 4th July Committee Breakfast 10yr.
until last 2 years.

- Sports Man 3rd Thursday 12yrs.

- Fish + Game 1st Wed. 13yrs.

- F.B.I. Full blooded Italian. Gene G. 10yrs +.

- Vantage Club Breakfast - July.

- Live Oak Ag. End of Year dinner.

- Toys for tots. Drive for Ronald McDonald House
"Dec"

Fiscal Years
2018-19 & 2019-20

Recommended Operating and CIP Budget



Public Hearing and
Budget Adoption
June 6, 2018

morganhill.ca.gov/budget



Recommended Budget



Budget Summary



	FY 2018-19	FY 2019-20
Operating Budget	\$107.2 million	\$105.0 million
Capital Improvement Program	50.0 million	30.5 million
Total Recommended Budget	\$157.2 million	\$135.5 million

Total Recommended 6 Year CIP Budget: \$151.5 million

Changes Since the Budget Workshop



Council Directed Changes



- ✓ Included an ongoing expense of \$176,000 for the hiring of one School Resources Officer (SRO); offset by \$60,000 in revenue from the Morgan Hill Unified School District for FY 19-20
- ✓ Included a one-time expense of \$78,000 in FY 19-20 for the purchase and build out of a police vehicle and other start-up costs

Council Directed Changes (cont.)



- ✓ Included an ongoing additional expense of \$57,500 in janitorial services, which results in an increase to various operating departments to pay the additional internal service charge
- ✓ Included an ongoing additional expense of \$700 for Community Promotions funding as approved at the May 16, 2018 City Council meeting

Other Changes



- ✓ Included \$33,315 in FY 18-19 for new Fire Emergency Medical Services (EMS) mandates (100% reimbursable) for hardware and services that support Comprehensive EMS Patient Care Data System implementation (one-time)
- ✓ Included \$15,000 in FY 18-19 for a new mandate requiring the use of video laryngoscopes in the field by EMS First Responders with a \$4,000 offsetting reimbursement (one-time)
- ✓ Included \$7,200 for the newly created Airline Noise Roundtable to serve as a vehicle for the Community to engage with the Federal Aviation Administration (ongoing)

Other Changes (cont.)



- ✓ Reduced FY 18-19 gas tax revenues by \$151,817 for recently received estimates
- ✓ Removed the Monterey Road Underpass Enhancement (\$45,000 one-time and \$5,000 annually) – Staff will return to the City Council after researching options for improvements and potential funding sources

Community Requests



Using the savings from the Monterey Road Underpass Enhancement, included \$10,000 for the South Valley Civic Theater and \$10,000 for the Grange (one-time)

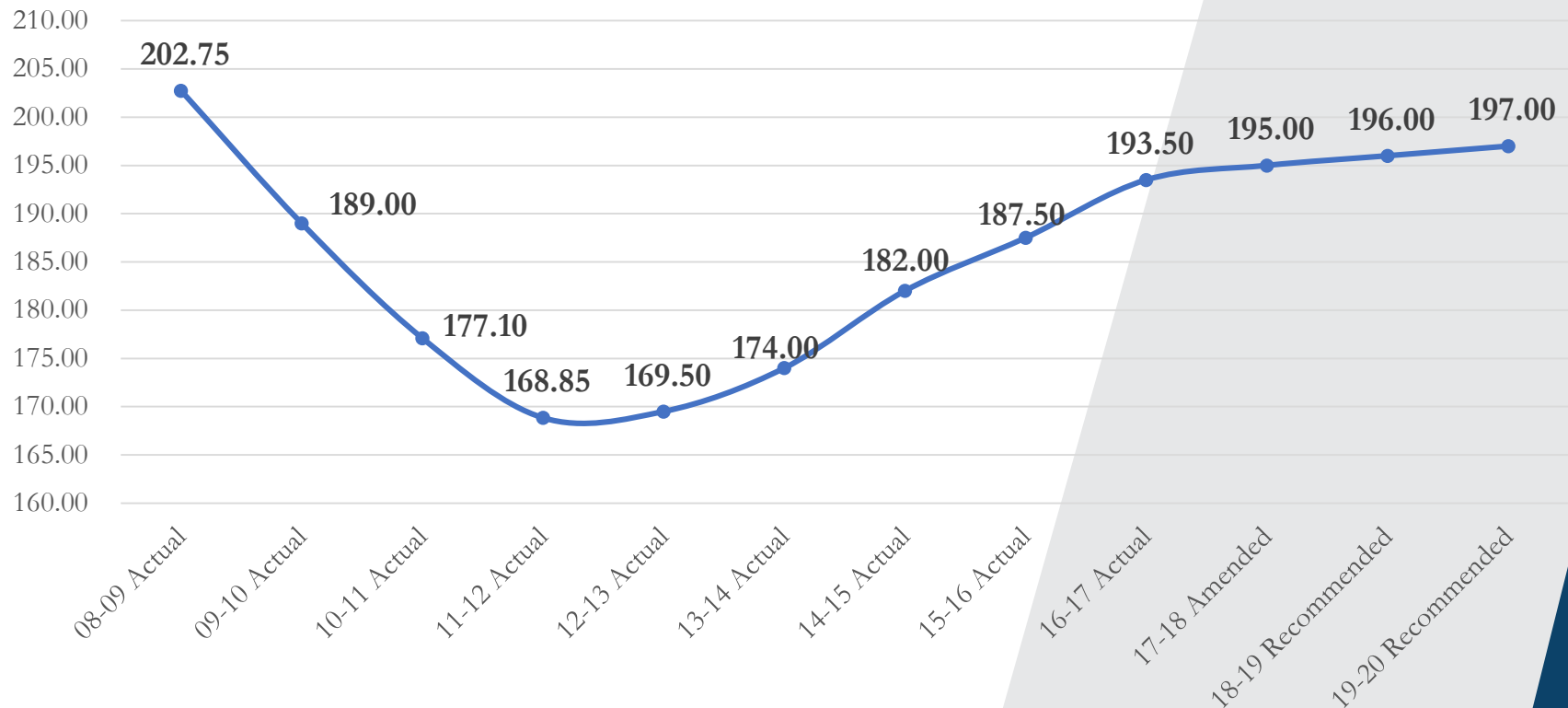
Personnel



Personnel Recommendations

✓ FY 18-19 +1.0 FTE (Police Officer)

✓ FY 19-20 +1.0 FTE (School Resource Officer)



Personnel Recommendations

Changes to the Management Resolution

- ✓ 0.5% increase for employees in the Management Resolution (consistent with other groups) effective July 1, 2018
- ✓ Changes as a result of the limited classification/compensation study
- ✓ Reclassifications consistent with job responsibilities
- ✓ Special Assignment Pay

Personnel Recommendations

Revisions to **AFSCME** agreement



- ✓ Reclassifications consistent with job responsibilities
- ✓ Affordable Care Act benefits

CAL FIRE COOPERATIVE AGREEMENT



CAL FIRE Contract



- 5 Year Cooperative Agreement effective July 1, 2018 through June 30, 2023
- Fire protection services include:
 - ✓ Emergency Fire Protection, Medical and Rescue Response
 - ✓ Basic Life Support Services
 - ✓ Advanced Life Support Services
 - ✓ Dispatch Services
 - ✓ Fire Code Inspections, Prevention and Enforcement Services

CAL FIRE Contract



New Positions in FY 18-19 and FY 19-20 due to increase in call volume including inspection load:

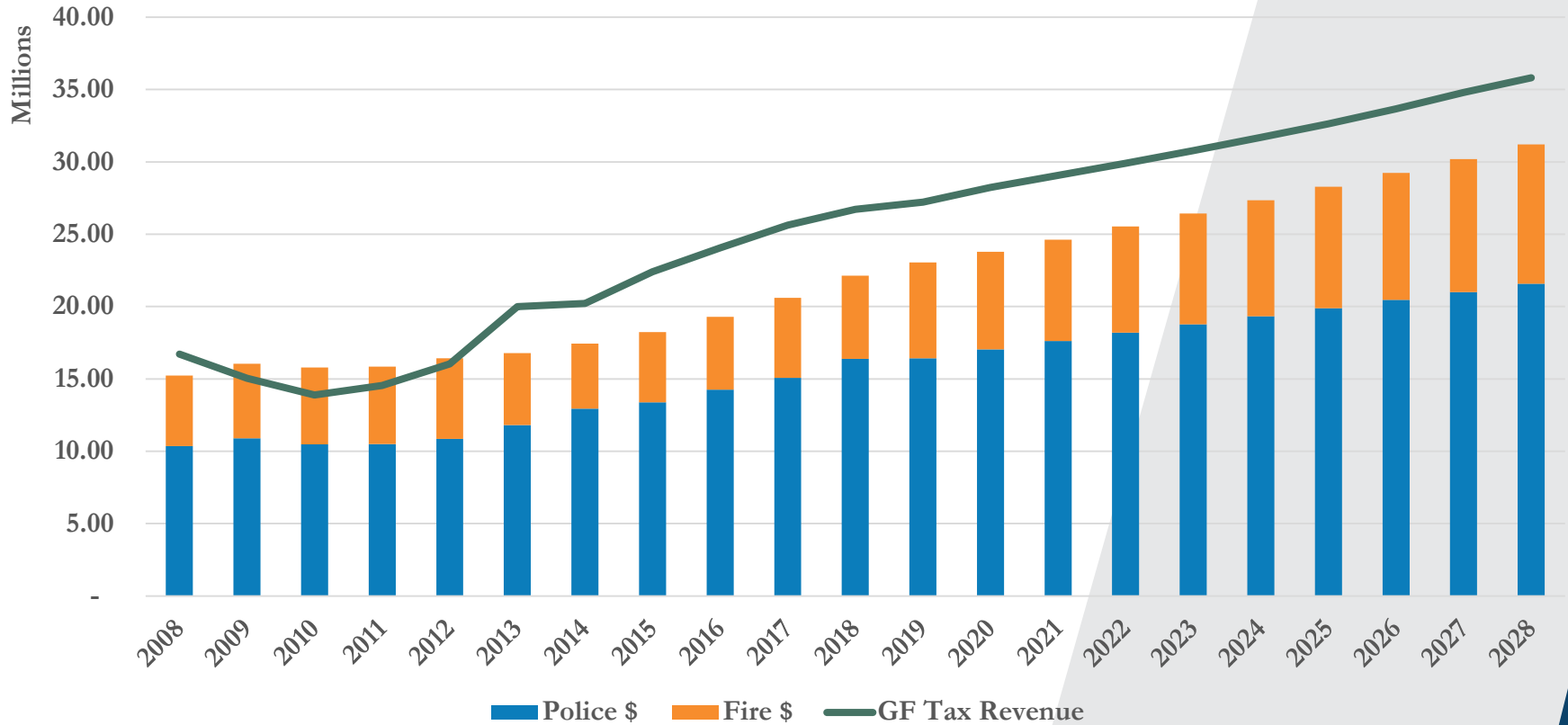
- ✓ Shared 50% of a Heavy Equipment Mechanic
- ✓ Shared 50% of an Analyst
- ✓ Realignment of Assistant Chief position
- ✓ Upgrade of EMS Fire Captain to Battalion Chief
- ✓ Addition of Engineer Paramedic from contractual expenses to the CAL FIRE contract

CAL FIRE Contract



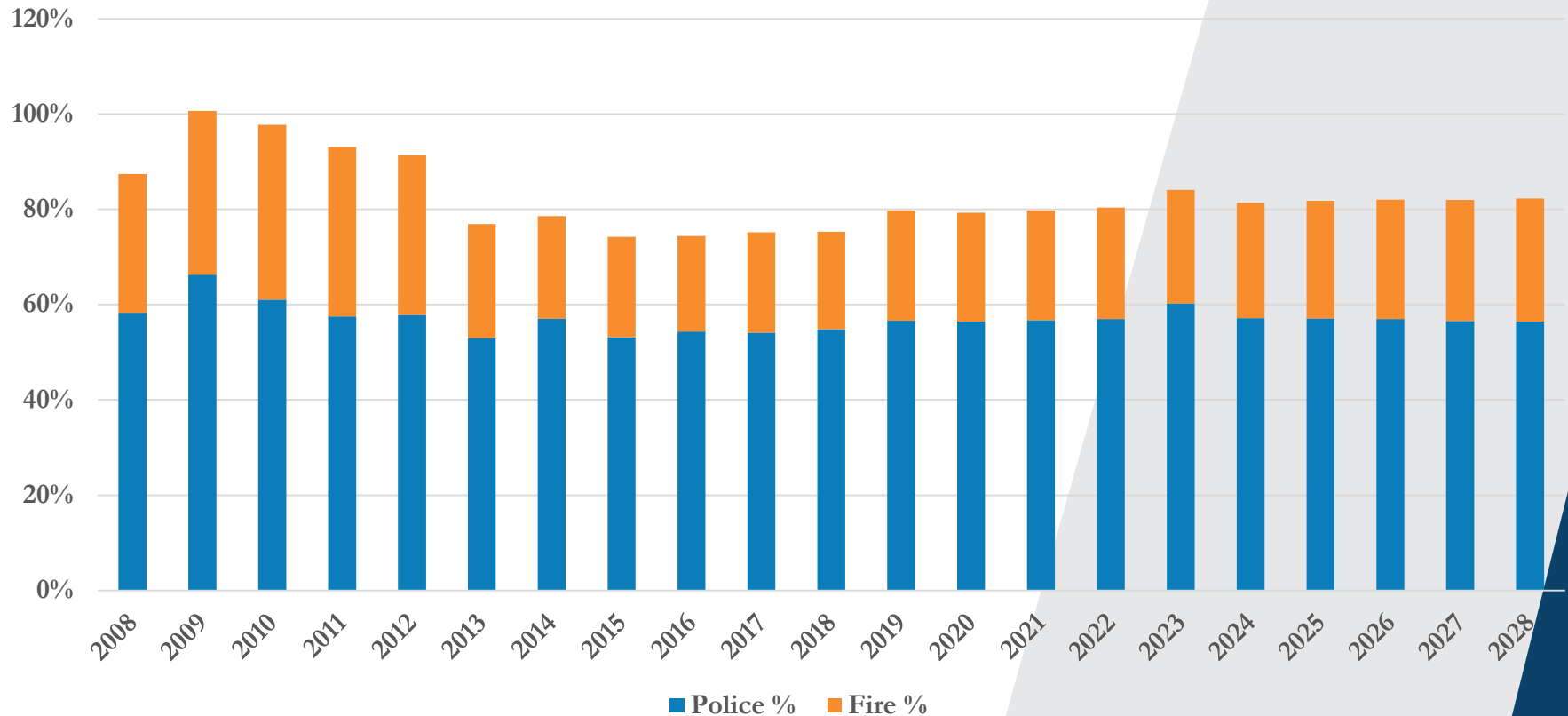
Year	Budget	Contract (Not to Exceed)	Difference	Staffing Changes
2018-19	\$5.5 M	\$6.1 M	\$0.6 M	+ 2.25 FTE's
2019-20	\$5.7 M	\$6.7 M	\$1.0 M	+ 3.05 FTE's
2020-21	\$5.9 M	\$7.3 M	\$1.4 M	+ 4.17 FTE's
2021-22	\$6.2 M	\$8.5 M	\$2.3 M	+ 2.50 FTE's
2022-23	\$6.5 M	\$8.8 M	\$2.3 M	No additional
Total	\$29.8 M	\$37.4	\$7.6 M	

Public Safety Expenditures



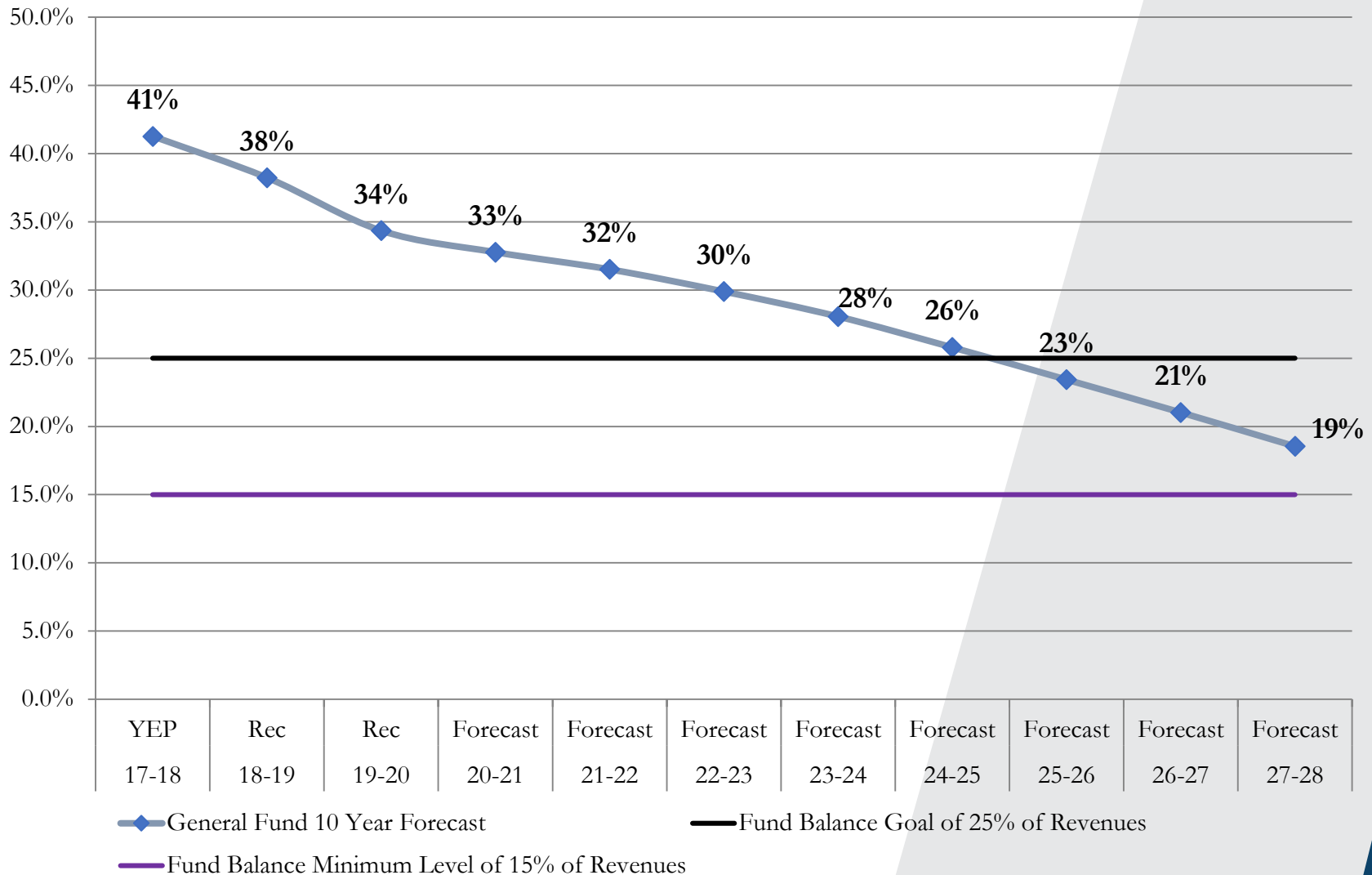
Public Safety expenditures continue to rise, consistent with General Fund Tax Revenue

Public Safety Expenditures as a Percentage of General Fund Tax Revenue



As a percentage of General Fund Tax Revenue, public safety expenditures remain consistent between 75 – 80%

General Fund 10 Year Forecast



Additional Public Safety Resources



Public Safety and the Need for Additional Funding



- Implement additional public safety needs upon the passage of a Transient Occupancy Tax (TOT) increase
- If directed to add resources sooner, or TOT not approved in November, further analysis of possible reductions to the Recommended Budget would be required

Next Steps

- Infrastructure and other City services funding
- Zucker update
- Development Services (Fund 206) update
- Implementation plan for Public Safety Master Plans
- Impact fee study
- Wastewater rate study
- Transient Occupancy Tax (TOT) increase
- Cannabis Tax

Questions Public Hearing Adoption





Item # 21
AGENDA DATE: 06/06/18
SUPPLEMENT # 1

June 6, 2018

Mayor Steve Tate and City Council
Morgan Hill City Council
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037

Re: June 6, 2018 City Council Meeting Agenda item 21
2018/2019 & 2019/2020 Operating Budget Hearing

Dear Mayor Tate and Councilmembers,

The Board of Directors of the Morgan Hill Downtown Association believes that the “twinkle” tree lights on the trees bordering Monterey Road through the downtown have brought a festive feel to the downtown business district. An unexpected benefit has been the role of these lights providing additional lighting that has helped patrons feel safe and comfortable during their evenings downtown.

The Downtown Association has been discussing various plans to find funding that could bring the lights back to the downtown and has to this point enjoyed enthusiastic feedback from local businesses and the community at large. The lights have apparently made quite an impact on the community and many want them back.

We are exploring multiple opportunities to find funding for the “twinkle” lights which has included everything from engaging fellow non-profit organizations to tree sponsorship to “Go Fund Me” campaigns.

We have engaged City Staff and are continuing the process to understand what limitations, if any, might be imposed on the various fundraising options.

What we know is that the approximate \$30,000.00 necessary to bring back the tree lighting might be a lot for the community to support in an environment where we already do so much fundraising for so many worthy efforts.

For this reason we would like to propose that we enter into an informal agreement that if the MHDA is able to raise at least half of the cost of the tree lighting the City Council will commit to funding the remaining portion. If we raise more than half of the amount, or all of it, the commitment is adjusted to the remaining funding required but never more than half of the project cost.

We want to show that the community wants the lighting for mood setting and safety reasons and will participate in the funding but the bottom line is we feel there is great support for the return of the lighting and we want to make it happen.

It has been discussed, and mentioned by a City Council member, that there are funds remaining from the now defunct Downtown PBID and use of those funds for tree lighting could be explored. Some within the MHDA have been discussing trying to help resurrect the PBID, or possibly more appropriately create a new PBID, and we would like to offer to help speak to the members of the former PBID to see if they would support using some of the former PBID funds for the tree lighting. We would coordinate any actions with City Staff to make sure we are not asking for the impossible but would like to assist in exploring this option.

Our goal is to make the downtown an even better place to shop, dine, work, and live than it already is and we feel that the “twinkle” tree lighting is one more element in making it better for all.

We are willing to work in partnership with the City, fellow non-profit organizations and the community at large to “bring back the lights”.

Please let us know if we have a willing partner at City Hall and we can make this happen.

Please feel free to contact us for any clarifications and comments.

Thank you!

Sincerely,
Board of Directors
Morgan Hill Downtown Association

-----Original Message-----

From: Monica Delgado
Sent: Wednesday, May 30, 2018 1:05 PM
To: 'D. Muirhead' <doug.muirhead@stanfordalumni.org>
Subject: RE: comments on FY 2018-19 and 2019-20 Operating Budget

Item # 27
AGENDA DATE: 06/06/18
SUPPLEMENT # 2

Mr. Muirhead,

Thank you so much for taking the time to learn about our plans for the upcoming budget cycle and putting together such a detailed response to the recommended budget. Please find attached our response to your comments. If you have any further questions, feel free to reach out to me via email of my cell phone at 408.833.8742.

Thanks again,

Monica Chavez Delgado
Budget Manager
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
T 408.310.4626
F 408.779.1592
E monica.delgado@morganhill.ca.gov

www.morganhill.ca.gov

Creating Community through People, Parks, and Programs

-----Original Message-----

From: D. Muirhead <doug.muirhead@stanfordalumni.org>
Sent: Monday, May 14, 2018 8:21 PM
To: Monica Delgado <Monica.Delgado@morganhill.ca.gov>
Subject: comments on FY 2018-19 and 2019-20 Operating Budget

Greeting Budget Manager Delgado,

Comments by Morgan Hill resident Doug Muirhead on
Recommended FY 2018-19 and 2019-20 Operating and
FY 2018-19 through 2023-24 Capital Improvement Program (CIP) Budget.

While it is fair for each Department to recommend its preferred "decision packages", this does lend itself to a "blind men feeling the elephant" situation. The Council will have a chance to do some silo-busting, but we do not know what was in the second-level tier of packages that were rejected.

I am in favor of Continuous Improvement and Internal Efficiencies. So creating a new position or upgrading an existing position (Building Official, Supervising Building Inspector) may be reasonable, but to list these as Preserving and Cultivating Public Trust is not reasonable. I don't know what you mean by

"Positive" in Fostering a Positive Organizational Culture, but I don't see any other category for job classification changes.

The Community Services FY2018-19 and 2019-20 Activity Goals include:

- * Implement the Age-Friendly City workplan
 - * Increase program offerings at the Senior Center
 - * Implement fundraising opportunities to subsidize Senior Center operations
- The City is proud of its Age-Friendly designation, but there is no acknowledgment of the demographic shift towards a larger percentage of older residents in the coming decade. Under Supporting Our Youth, Seniors, and Entire Community, a very good decision would be to upgrade Denise Melroy from part-time to full-time status at the Senior Center.

And credit to Housing Programs FY 2016-17 and 2017-18 Accomplishments • In collaboration with Rebuilding Together, assisted in funding and

monitoring a rehabilitation and Blight Busters program for low-income Seniors in Morgan Hill. To date, the program has helped 31 households with many necessary repairs.

In your Special Analysis of Regional Initiatives, you say you will employ a regional approach to address animal services, but you only consider local spay/neuter programs and sheltering of cats rather than embracing the value to animals and residents of the new County Animal Services Center.

Other than one new Traffic Officer, the only other reference to Vision Zero outside of the CIP is that the City Manager completed Vision Zero traffic safety strategies.

The City did a radical change of direction a few years ago in deciding to support the Library/Arts/Culture and Parks/Recreation Commissions rather than eliminating them. You have recruited enthusiastic and knowledgeable commissioners. Now you need to give them some resources.

"Seed corn" to promote activities and organizations.

One possible candidate would be the South Valley Civic Theater.

Most Departments have many of these line items: TRAINING & EDUCATION, CONFERENCE & MEETINGS, MEMBERSHIP & DUES, SUBSCRIPTION & PUBLICATIONS.

We have no idea how many people nor how many hours are involved in training or conferences. We do not know what is required training (e.g., continuing education to maintain professional certification), what helps in the current position, what prepares for change in responsibilities, and what is learning-for-pure-joy. MHPD does break out POST. Why does Congestion Management spend \$27K on MEMBERSHIP & DUES?

Very few departments listed their professional associations, so what memberships and dues are we buying? Do subscriptions and publications go to a common library? Please consider how SCVWD makes its internal library accessible to the public through Public Records Request.

With professional development training for Planning Commissioners, are you establishing minimum requirements for future PC applicants? You had some excellent workshops on City design from a Professional Architects Association.

They were open to the public.

What sort of training is suggested for City Council? Board members of Special Districts have a range of training and certification through the Special Districts Foundation.

What goes into the City Manager PROFESSIONAL DEVELOPMENT category?

You intend to spend \$200,000 to shift from Level of Service (LOS) to Vehicle Miles Traveled (VMT) Standards as the measure of transportation impacts. Does this overlap with the leadership of VTA in this area?

I do not see the value of spending \$45,000 to enhance Monterey Road Underpass with landscaping. Who is going to see and appreciate this? You should instead spend money on a reversible ("zipper") lane (2 outbound morning, 2 inbound evening).

What is the difference between Assistant City Manager and Deputy City Manager?

For the City Attorney, what are the City's Annual Risk Management Goals?

Under Litigation: Cases Resolved, what were the actual outcomes? In particular, how many were settlements and what was the total dollar cost to the City?

For Administrative Services, Human Resources, FY2016-17 and FY 2017-18 Accomplishments, mandated biennial AB1825 Harassment Prevention training for commission members. I have never heard LCAC or PRC instructed to take this training nor that any of those Commissioners has.

For Council Services & Records Management, multiple "thank you"s for timely response to Public Record Requests.

Provide the City Council agendas to the public earlier than the minimum Brown Act requirements. Indicate on agenda likely items for next meeting and make the rolling outlook available to the public.

Environmental Services needs to expand waste reduction programs to apartment residents (most recent survey made sense only for homes).

To me, Water Conservation should be a part of Environmental Services.

For FY 2018-19 and 2019-20 Activity Goals • Lead coordination on regional planning efforts related to bringing

recycled water to Morgan Hill

The "regional planning effort" is SCVWD County-wide master plan for recycled water; draft due in December 2018 with multiple progress reports to the Demand management and Conservation committee.

You should also promote graywater.

Water Conservation FY 2016-17 and 2017-18 Accomplishments • Led a regional task force on creating a new model ordinance for water use

in new development

The public was both unaware of and not invited to participate in the process.

After an unreasonably long time, the ordinance was posted to the Morgan Hill web site after the drought was considered "over" and any possible motivation for change disappeared.

The split of graffiti removal between Street Maintenance and Police is confusing and not effective. I never received a response when I asked Police what was the expected level of remediation for graffiti. I

am angry every time I use the pull-up station at Nob Hill and see the smeared paint on the benches and untouched tags on the stone wall that I reported weeks ago.

According to a Police Captain, the graffiti contractor is often used as a stepping stone into a police position; the turnover is high.

Moving all graffiti removal into Street Maintenance should be considered.

Police Special Operations FY2016-17 and 2017-18 Accomplishments • Graffiti abatement totaled clean-up of 931 incidents of graffiti in 2017

and we achieved our graffiti abatement goal of cleaning up all graffiti within 48 hours

I have never heard you say that Street Maintenance supports alternative work program utilizing CalFire low risk inmates to abate weeds and storm system clearance. I support use of inmates as well as California and San Jose Conservation Corps. Plus goats!

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The Police Department has a drop box and process to handle medication disposal. Why does Fire need a different mechanism?

Police Administration, Functional Responsibility, Special Operations does not mention graffiti civilian contractor.

Thank you for Police FY 2016-17 and 2017-18 Accomplishments • Enhanced community engagement by implementing Coffee with a Cop • Used grant funds to implement a Safe-Parking Program for homeless women

The budget takes credit for a Council appropriation that will not happen until 5/16. What bothers me about CLEF donation for Force Options Simulator is lack of detail for ongoing costs and future General Fund demands.

The Department wants \$21,400 from General Fund to replace Automated License Plate Reader (ALPR) which they fail to mention was introduced into the "built environment" through a CLEF grant. How many stolen vehicles have ALPR systems identified in our community? How many crimes have been solved due to data from ALPRs? Where is the cost/benefit analysis?

Police Field Operations, Patrol Officers have collateral duties such as bicycle officer. I would like to see more patrol on bikes, especially downtown. Captain Palsgrove explained the challenge is response time for an officer in a vehicle versus on a bike.

Police Field Operations FY 2016-17 and 2017-18 Accomplishments • Traffic Division continued to provide collision data quarterly to assist

in deployment of staff and collision prevention No mention of participation in County Crossroads data collection nor of Vision Zero.

- Updated Outcome Based Strategic Plan for Public Safety Unlike the creation of the original Strategic Plan, the public was not invited to participate.

Once upon a time Morgan Hill participated in a Juvenile Traffic Diversion Program (bicycle traffic school). At the recent Traffic Safe Community Network meeting, we learned that administration of the program is transferring from County Public Health to Stanford Health Services. I do not know when we participated nor why we stopped. I have a contact name and number that I will pass on to Mr. Ghione for routing to the appropriate City person(s).

Development Services has multiple statements that their FY 2018-19 and 2019-20 Activity Goals

- Continue to implement recommendations from Zucker Report As I have said so many times, we have never seen the plan to respond to the 140+ recommendations in that plan from several years ago.

The breakdown of building permit revenue by permit type was educational.

The Long Range Planning program assists decision-makers to identify and evaluate future options for the growth and development of the community.

Who speaks for our residents who want to maintain the small-town feel?

Water Operations FY 2016-17 and 2017-18 Accomplishments • Exercised 520 water valves to confirm system control function

in the event of main breaks or other emergencies Is this manual operation or remote control?

Water Operations FY 2018-19 and 2019-20 Activity Goals • Improve the Cross-Connection Control Program What is Cross-Connection? Residential or City side?

Congestion Management FY 2018-19 and 2019-20 Activity Goals • Seek grant funding for street safety and circulation improvements No mention of LOS to VMT transition.

CIP Project Implementation FY2018-19 and 2019-20 Activity Goals • Participate with Regional Wastewater Authority (SCRWA) on Plant Expansion Have you gotten SCRWA to revise expansion needs based on long-term conservation and future building code efficiency requirements? The output from SCRWA is also input into SCVWD recycled water plant.

CIP Project Implementation FY2018-19 and 2019-20 Activity Goals • Participate in VTA Envision Silicon Valley project (Regional Initiatives) Envision is done. Envision became Measure B. Measure B passed. What is this "Envision Silicon Valley project"?

Internal Service Funds/Information Services FY 2018-19 and 2019-20 Activity Goals • Replace end of life Channel 17 broadcast equipment to support high definition storage and broadcasting

I would be happy if you would just fix the Bulletin Board scrolling so that it does not freeze repeatedly. Frozen all of last week.

Internal Service Funds/Information Services FY 2018-19 and 2019-20 Activity Goals • Add audio-visual equipment integrated with the existing Chamber audio-visual system to the West Conference room to allow it to function as either an overflow or stand-alone meeting space with recording and

broadcast capability.

I hope you will then start recording Planning Commission workshops and other special meetings held in that room.

Internal Service Funds/Information Services FY 2018-19 and 2019-20 Activity Goals • Compete for the MISAC Quality in IT Practices Award.

Good luck! What is MISAC and why should I care?

Internal Service Funds/Geographic Information Systems (GIS) A GIS program vision for the City was developed.

FY 2018-19 and 2019-20 Activity Goals

- Set standards for GIS maps and data that are shared outside the City • Make appropriate data available to the public I vote for a formal Open Data Portal. Join with VTA, Water District, County Parks. County FY 2018-19 budget expands Open Data Portal to other departments.

Communications and Engagement FY2016-17 and 2017-18 Accomplishments • Implemented the Weekly 411 Excellent!

Communications and Engagement FY2018-19 and 2019-20 Activity Goals • Lead the next refresh of our City website improving functionality and usability

What functionality? What usability? What are your fancy site analytics telling you? At the last Goals workshop, the Deputy City Clerk said that improvements to Report-A-Concern were coming. Is this included?

General Liability

You finally define PLAN JPA (Pooled Liability Assurance Network Joint Powers Authority). Used repeatedly in City Attorney section.

General Liability FY2018-19 and 2019-20 Activity Goals • Development and Implementation of Urban Forest Management Plan Why is this not under Environment Services or Community Services Street/Tree maintenance?

- The City will continue to work with the PLAN JPA Risk Control Consultant to implement best practices and procedures for risk management I asked the previous City Attorney if we offered our best practices to local businesses and residents. Do we? Will we?

-----+-----+-----+-----+-----+-----+-----+-----+

Greeting Budget Manager Delgado,

Comments by Morgan Hill resident Doug Muirhead on

Recommended FY 2018-19 and 2019-20 Operating and

FY 2018-19 through 2023-24 Capital Improvement Program (CIP) Budget.

While it is fair for each Department to recommend its preferred "decision packages", this does lend itself to a "blind men feeling the elephant" situation. The Council will have a chance to do some silo-busting, but we do not know what was in the second-level tier of packages that were rejected.

That is correct, the City Manager proposes a budget that is a product of the Leadership team and many other teammates working in a collaborative manner to align resources and propose service level enhancements that are consistent with the City Council's and community's priorities, while continuing to maintain fiscal responsibility.

I am in favor of Continuous Improvement and Internal Efficiencies. So creating a new position or upgrading an existing position (Building Official, Supervising Building Inspector) may be reasonable, but to list these as Preserving and Cultivating Public Trust is not reasonable. I don't know what you mean by "Positive" in Fostering a Positive Organizational Culture, but I don't see any other category for job classification changes.

We decided to move both the position changes to Foster a Positive Organizational Culture, as presented at the budget workshop.

The Community Services FY2018-19 and 2019-20 Activity Goals include:

- * Implement the Age-Friendly City workplan
- * Increase program offerings at the Senior Center
- * Implement fundraising opportunities to subsidize Senior Center operations

The City is proud of its Age-Friendly designation, but there is no acknowledgment of the demographic shift towards a larger percentage of

older residents in the coming decade. Under Supporting Our Youth, Seniors, and Entire Community, a very good decision would be to upgrade Denise Melroy from part-time to full-time status at the Senior Center.

Thank you for your recommendation. The City has many General Fund needs. By creating additional full-time positions in this area or others we would be able to increase service levels. However, creating new full-time positions would not be consistent with ongoing sustainability and reserve targets established for the General Fund and the Council Priority of Maintaining Fiscal Responsibility.

And credit to Housing Programs FY 2016-17 and 2017-18 Accomplishments

- In collaboration with Rebuilding Together, assisted in funding and monitoring a rehabilitation and Blight Busters program for low-income Seniors in Morgan Hill. To date, the program has helped 31 households with many necessary repairs.

In your Special Analysis of Regional Initiatives, you say you will employ a regional approach to address animal services, but you only consider local spay/neuter programs and sheltering of cats rather than embracing the value to animals and residents of the new County Animal Services Center.

Our regional approach is focused on the sheltering of animals. If approved by Council, the San Martin shelter will provide sheltering services for all South County agencies which will streamline services and eliminate jurisdictional confusion. A full regional approach to animal services would require a much more detailed and thoughtful analysis related to service levels, cost, and desired outcomes.

Other than one new Traffic Officer, the only other reference to Vision Zero outside of the CIP is that the City Manager completed Vision Zero traffic safety strategies.

Noted.

The City did a radical change of direction a few years ago in deciding to support the Library/Arts/Culture and Parks/Recreation Commissions rather

than eliminating them. You have recruited enthusiastic and knowledgeable commissioners. Now you need to give them some resources.

"Seed corn" to promote activities and organizations.

One possible candidate would be the South Valley Civic Theater.

We are currently looking at many different funding requests and plan to address Council with recommendations at the Public Hearing and Adoption on June 6, 2018.

Most Departments have many of these line items: TRAINING & EDUCATION, CONFERENCE & MEETINGS, MEMBERSHIP & DUES, SUBSCRIPTION & PUBLICATIONS.

We have no idea how many people nor how many hours are involved in training or conferences. We do not know what is required training (e.g., continuing education to maintain professional certification), what helps in the current position, what prepares for change in responsibilities, and what is learning-for-pure-joy. MHPD does break out POST. Why does Congestion Management spend

\$27K on MEMBERSHIP & DUES? This is an annual due. Amount represents City's annual membership dues to VTA for Congestion Management Program.

Very few departments listed their professional associations, so what memberships and dues are we buying? Do subscriptions and publications go to a common library? Please consider how SCVWD makes its internal library accessible to the public through Public Records Request.

Newspaper and professional association subscriptions and memberships, such as the League of California Cities.

With professional development training for Planning Commissioners, are you establishing minimum requirements for future PC applicants? No, that is not the plan. You had some

excellent workshops on City design from a Professional Architects Association.

They were open to the public.

What sort of training is suggested for City Council? Board members of Special Districts have a range of training and certification through the Special Districts Foundation.

Council does not have specific trainings that they attend. We have money budgeted for new Mayor and or Council Members to attend the training held annually for them. Historically, they identify trainings they're interested in attending, as the opportunity arises.

What goes into the City Manager PROFESSIONAL DEVELOPMENT category?

Budgeted funds for teammate training and education

You intend to spend \$200,000 to shift from Level of Service (LOS) to Vehicle Miles Traveled (VMT) Standards as the measure of transportation impacts. Does this overlap with the leadership of VTA in this area?

No, this builds upon VTA's masterwork, it represents the specific work needed to customize the VTA work for specific Morgan Hill application.

I do not see the value of spending \$45,000 to enhance Monterey Road Underpass with landscaping. Who is going to see and appreciate this? You should instead spend money on a reversible ("zipper") lane (2 outbound morning, 2 inbound evening).

The value would be to enhance one of the gateways to the downtown in support of the Council Priority of "Economic Development and Telecommunications". Those entering the downtown would see and notice this area. It would be a one time cost with a minimal ongoing maintenance cost. The "zipper lane" can be explored further by City teammates, but it is likely to have more significant ongoing operating costs.

What is the difference between Assistant City Manager and Deputy City Manager?

The Deputy City Manager is a working title for a temporary, interim, assignment. The salary range is equivalent to the Assistant City Manager.

For the City Attorney, what are the City's Annual Risk Management Goals?

Under Litigation: Cases Resolved, what were the actual outcomes? In particular, how many were settlements and what was the total dollar cost to the City?

For Administrative Services, Human Resources, FY2016-17 and FY 2017-18

Accomplishments, mandated biennial AB1825 Harassment Prevention training for commission members. I have never heard LCAC or PRC instructed to take this training nor that any of those Commissioners has.

California AB 1825 requires that all employers with 50 or more employees provide at least two hours of sexual harassment prevention training and education for their managers and supervisors every two years. AB 1661 expanded the sexual harassment training requirement to “require local agency officials, as defined, to receive sexual harassment prevention training and education if the local agency provides any type of compensation, salary, or stipend to those officials, and would allow a local agency to require employees to receive sexual harassment prevention training or information.” “Local agencies” include cities, counties, charter cities, charter counties, and special districts.

In today’s workforce, it is more important than ever to recognize the various forms of harassment and create and maintain an organizational culture that respects and learns from each other, while also valuing and encouraging teamwork. To support this, in June 2017, we expanded the training and offered it to the Library, Culture & Arts Commission (LCAC), Parks & Recreation Commission (PRC), and Planning Commission (PC). We will continue to invite all Morgan Hill commissioners to participate in the biennial harassment prevention training.

For Council Services & Records Management, multiple "thank you"s for timely response to Public Record Requests.

Provide the City Council agendas to the public earlier than the minimum Brown Act requirements. Indicate on agenda likely items for next meeting and make the rolling outlook available to the public.

Noted

Environmental Services needs to expand waste reduction programs to apartment residents (most recent survey made sense only for homes).

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You should also promote graywater.

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The public was both unaware of and not invited to participate in the process. After an unreasonably long time, the ordinance was posted to the Morgan Hill web site after the drought was considered "over" and any possible motivation for change disappeared.

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The split of graffiti removal between Street Maintenance and Police is confusing and not effective. I never received a response when I asked Police what was the expected level of remediation for graffiti. I am angry every time I use the pull-up station at Nob Hill and see the smeared paint on the benches and untouched tags on the stone wall that I reported weeks ago. According to a Police Captain, the graffiti contractor is often used as a stepping stone into a police position; the turnover is high.

Moving all graffiti removal into Street Maintenance should be considered.

Police Special Operations FY2016-17 and 2017-18 Accomplishments

- Graffiti abatement totaled clean-up of 931 incidents of graffiti in 2017 and we achieved our graffiti abatement goal of cleaning up all graffiti within 48 hours

We believe the approach is effective and needed. Having the initial response to graffiti abatement in the Police Department supports the faster response and good coordination on the follow-up of the

crime. Utilizing maintenance staff to handle more significant and complex tasks is often necessary, but the two Departments work together as one team/organization. City teammates would be happy to work with Mr. Muirhead to clear up confusion on reporting and make the process more efficient.

For graffiti, please email graffiti@morganhill.ca.gov to report instances. The position is currently unfilled, though we have a candidate in the final stages of hiring. We split the responsibility between both divisions so that PD can track and investigate crimes related to vandalism and Streets/Parks can help with timely clean-up when the current teammate is overwhelmed with work.

I have never heard you say that Street Maintenance supports alternative work program utilizing CalFire low risk inmates to abate weeds and storm system clearance. I support use of inmates as well as California and San Jose Conservation Corps. Plus goats!

You continue to use, and I continue to object, to a single value pavement condition index (PCI). The latest street condition report, completed in March 2017 indicated that the City's weighted PCI is 72. At a minimum, you need to break down PCI by street class. Residential streets crumble while you invest in maintaining the arterials. 1 plus 9 divided by 2 is 5.

I believe this is broken down by street in the report.

Fire FY 2018-19 and 2019-20 Activity Goals

- Purchase a station to dispose of the expired medications

The Police Department has a drop box and process to handle medication disposal. Why does Fire need a different mechanism?

Morgan Hill Fire Department contracts with Stanford University for Medical Advisor, we have been assigned Dr. Bill Mulkerin. He is the registered practitioner with the DEA which allows us to purchase and dispose of medications and controlled substances following all DEA, Federal (EPA), and State standards. The paramedics are authorized by the State Emergency Medical Authority and Santa Clara County Emergency Medical Authority to administer Schedule II and Schedule IV controlled substances for patient care. The DEA sets the regulations for security, storage, tracking and destruction/disposal of controlled substances. The Fire Department needs onsite ability to render the controlled substance "non retrievable" 24 hours a day at the registered locations. We can also use a "reverse distributor", but that requires us to send the vials of controlled substance via a

carrier to a registered reverse distributor company/agency. By having an on-site mechanism to render a controlled substance non-retrievable it will reduce the potential for diversion and it will follow the regulations outlined by the DEA for a practitioner.

The DEA sets destruction/disposal regulations different for practitioners and non-practitioners. Morgan Hill PD is allowed to receive medications and controlled substance containers from the “end user” meaning a patient that was prescribed the medication or controlled substance. The drop box for medications at the Morgan Hill Police Department does not have 24 hour access nor are they allowed to accept business generated medication waste.

DEA regulations, terms, and definitions:

* *Practitioner inventory*. Any registered practitioner in lawful possession of a controlled substance in its inventory that desires to dispose of that substance shall do so in one of the following ways:

* Promptly destroy that controlled substance in accordance with subpart C of this part using an on-site method of destruction;

**Non-retrievable* means, for the purpose of destruction, the condition or state to which a controlled substance shall be rendered following a process that permanently alters that controlled substance's physical or chemical condition or state through irreversible means and thereby renders the controlled substance unavailable and unusable for all practical purposes. The process to achieve a non-retrievable condition or state may be unique to a substance's chemical or physical properties. A controlled substance is considered "non-retrievable" when it cannot be transformed to a physical or chemical condition or state as a controlled substance or controlled substance analogue. The purpose of destruction is to render the controlled substance(s) to a non-retrievable state and thus prevent diversion of any such substance to illicit purposes.

**on-site* means located on or at the physical premises of the registrant's registered location. A controlled substance is destroyed *on-site* when destruction occurs on the physical premises of the destroying registrant's registered location.

Police Administration, Functional Responsibility, Special Operations

does not mention graffiti civilian contractor.

Thank you for Police FY 2016-17 and 2017-18 Accomplishments

- Enhanced community engagement by implementing Coffee with a Cop
- Used grant funds to implement a Safe-Parking Program for homeless women

The budget takes credit for a Council appropriation that will not happen

until 5/16. What bothers me about CLEF donation for Force Options Simulator

is lack of detail for ongoing costs and future General Fund demands.

Noted

The Department wants \$21,400 from General Fund to replace Automated License Plate Reader (ALPR) which they fail to mention was introduced into the "built environment" through a CLEF grant. How many stolen vehicles have ALPR systems identified in our community? How many crimes have been solved due to data from ALPRs? Where is the cost/benefit analysis?

The Police Department does not track the number of vehicles recovered by our ALPR system. ALPR data has played a role in the successful investigation of other crimes to include hit and run collisions and violent crime.

Police Field Operations, Patrol Officers have collateral duties such as bicycle officer. I would like to see more patrol on bikes, especially downtown. Captain Palsgrove explained the challenge is response time for an officer in a vehicle versus on a bike.

We would also like to see an increased use of our bike patrol teams; unfortunately, call volume and staffing levels present challenges to this endeavor.

Police Field Operations FY 2016-17 and 2017-18 Accomplishments

- Traffic Division continued to provide collision data quarterly to assist in deployment of staff and collision prevention

No mention of participation in County Crossroads data collection nor of Vision Zero.

Noted

- Updated Outcome Based Strategic Plan for Public Safety

Unlike the creation of the original Strategic Plan, the public was not invited to participate.

We engaged the community in the development of our new plan through an engagement process on social media in January of 2017 and more recently through focus groups at various community meetings to include the Senior Center, Home Owner Association meetings, Rotary, sophomores at Live Oak High School and the Chamber of Commerce breakfast.

Once upon a time Morgan Hill participated in a Juvenile Traffic Diversion

Program (bicycle traffic school). At the recent Traffic Safe Community Network meeting, we learned that administration of the program is transferring from County Public Health to Stanford Health Services. I do not know when we participated nor why we stopped. I have a contact name and number that I will pass on to Mr. Ghione for routing to the appropriate City person(s).

Thank you for forwarding the information from TSCN. We did previously participate in the program for violations related to bicycle helmets. We still forward helmet violations to this program – though I'm unaware of the number of cites issued recently.

Development Services has multiple statements that their FY 2018-19 and 2019-20 Activity Goals

- Continue to implement recommendations from Zucker Report

As I have said so many times, we have never seen the plan to respond to the 140+ recommendations in that plan from several years ago.

We plan to return to Council in the Fall of this year.

The breakdown of building permit revenue by permit type was educational.

Noted

The Long Range Planning program assists decision-makers to identify and evaluate future options for the growth and development of the community.

Who speaks for our residents who want to maintain the small-town feel?

Residents through the City Council

Water Operations FY 2016-17 and 2017-18 Accomplishments

- Exercised 520 water valves to confirm system control function in the event of main breaks or other emergencies

Is this manual operation or remote control? This is a manual operation.

Water Operations FY 2018-19 and 2019-20 Activity Goals

- Improve the Cross-Connection Control Program

What is Cross-Connection? Backflow, or cross-connection, is the term used to describe the "backward flow" of water into the water supply system. Backflow can be caused by either back pressure or back-siphonage of the property-side plumbing or fire sprinkler system. Normally, water flows "forward" from the water distribution system to the consumer. A backflow preventer acts as a physical barrier to water flowing in the wrong direction. These backflow preventers are required to be tested at least once each year to ensure they are performing properly. When necessary, they must be repaired in order to assure proper operation. Residential or City side? It's on the City side.

Congestion Management FY 2018-19 and 2019-20 Activity Goals

- Seek grant funding for street safety and circulation improvements

No mention of LOS to VMT transition.

Its under Long Range Planning Fund 207

CIP Project Implementation FY2018-19 and 2019-20 Activity Goals

- Participate with Regional Wastewater Authority (SCRWA) on Plant Expansion

Have you gotten SCRWA to revise expansion needs based on long-term conservation and future building code efficiency requirements?

The output from SCRWA is also input into SCVWD recycled water plant.

We are working with SCRWA on expansion needs

CIP Project Implementation FY2018-19 and 2019-20 Activity Goals

- Participate in VTA Envision Silicon Valley project (Regional Initiatives)

Envision is done. Envision became Measure B. Measure B passed.

What is this "Envision Silicon Valley project"?

Doug, you are correct. We will remove this reference from the Budget Book.

Internal Service Funds/Information Services FY 2018-19 and 2019-20

Activity Goals

- Replace end of life Channel 17 broadcast equipment to support high definition storage and broadcasting

I would be happy if you would just fix the Bulletin Board scrolling so that it does not freeze repeatedly. Frozen all of last week.

Noted

Internal Service Funds/Information Services FY 2018-19 and 2019-20

Activity Goals

- Add audio-visual equipment integrated with the existing Chamber audio-visual system to the West Conference room to allow it to function as either an overflow or stand-alone meeting space with recording and broadcast capability.

I hope you will then start recording Planning Commission workshops and other special meetings held in that room.

Noted

Internal Service Funds/Information Services FY 2018-19 and 2019-20

Activity Goals

- Compete for the MISAC Quality in IT Practices Award.

Good luck! What is MISAC and why should I care?

Municipal Information Systems Association of California. Municipal Information Systems Association of California. Intended to foster and recognize outstanding governance and operation practices of government information systems. An audit of the systems operation is performed and results are evaluated, and feedback is given.

Internal Service Funds/Geographic Information Systems (GIS)

A GIS program vision for the City was developed.

FY 2018-19 and 2019-20 Activity Goals

- Set standards for GIS maps and data that are shared outside the City
- Make appropriate data available to the public

I vote for a formal Open Data Portal. Join with VTA, Water District, County Parks. County FY 2018-19 budget expands Open Data Portal to other departments.

Noted

Communications and Engagement FY2016-17 and 2017-18 Accomplishments

- Implemented the Weekly 411

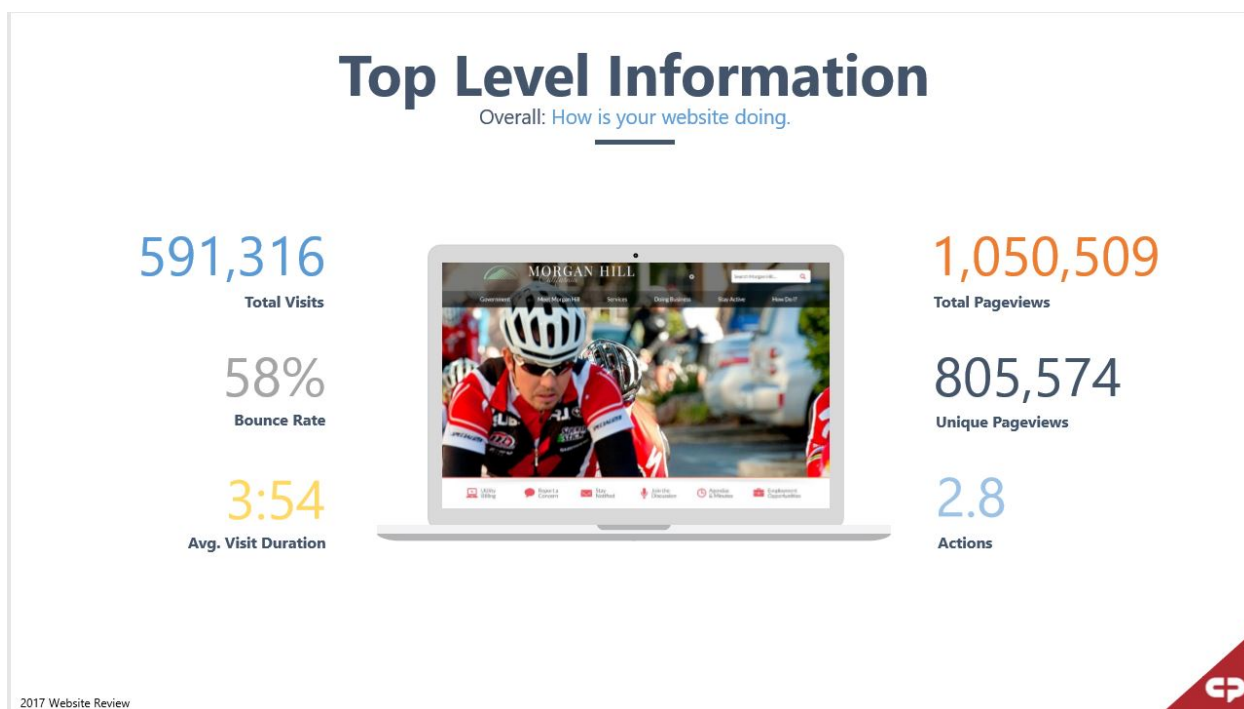
Excellent!

Communications and Engagement FY2018-19 and 2019-20 Activity Goals

- Lead the next refresh of our City website improving functionality and usability

What functionality? What usability? What are your fancy site analytics telling you? At the last Goals workshop, the Deputy City Clerk said that improvements to Report-A-Concern were coming. Is this included?

We have just been through a review of the website for 2017. Below is our high-level analytics information. We are continuing to work through improvement to “Report-A-Concern”.



Top Visited Pages

180,449

PAGEVIEWS

Homepage – Official Website

124,466 unique page views

2:31 average time on page

55% bounce rate

42,202

PAGEVIEWS

Aquatics

32,979 unique page views

1:46 average time on page

38% bounce rate

35,922

PAGEVIEWS

File a Police Report

2,043 unique page views

14:07 average time on page

23% bounce rate

35,896

PAGEVIEWS

Job Opportunities

26,663 unique page views

1:20 average time on page

79% bounce rate

29,048

PAGEVIEWS

Centennial Recreation Center

21,847 unique page views

1:25 average time on page

19% bounce rate

22,430

PAGEVIEWS

Utility Billing

19,495 unique page views

2:05 average time on page

25% bounce rate

2017 Website Review



Top Searched Terms

437

SEARCHES

Hale Avenue Extension
Project

171

SEARCHES

Jobs

85

SEARCHES

Volleyball

80

SEARCHES

Water

79

SEARCHES

Gym Schedule

78

SEARCHES

Hours

2017 Website Review



You finally define PLAN JPA (Pooled Liability Assurance Network Joint Powers Authority). Used repeatedly in City Attorney section.

General Liability FY2018-19 and 2019-20 Activity Goals

- Development and Implementation of Urban Forest Management Plan

Why is this not under Environment Services or Community Services

Street/Tree maintenance?

While this was not directly implemented by the General Liability fund, this is an outcome of a recommendation to reduce risk from our Risk Management Consultant.

The City will continue to work with the PLAN JPA Risk Control Consultant

to implement best practices and procedures for risk management

I asked the previous City Attorney if we offered our best practices

to local businesses and residents. Do we? Will we?

Best practices are intended for internal use.

-----+-----+-----+-----+-----+-----+-----+-----+



Special - 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, June 6, 2018 6:00 pm

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

PUBLIC NOTICE

The Public Hearing on Establishing an Annual Regulatory Fee for Massage Establishments within the City limits that was noticed for consideration by the City Council at this meeting will be continued to the June 20, 2018 City Council meeting. This will be duly noticed.

SPECIAL/REGULAR MEETING

(6:00 P.M. Commission Interviews/ 7:00 P.M. Regular Meeting)

A special meeting of the City Council is called at 6:00 p.m. for the purpose of conducting Commission Interviews.

SPECIAL MEETING

6:00 P.M.

CALL TO ORDER

(Mayor Tate)

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

Per Government Code Section 54954.2

(Deputy City Clerk Bigelow)

COMMISSION INTERVIEWS

1. INTERVIEWS TO FILL ONE (1) VACANCY ON THE LIBRARY, CULTURE, AND ARTS COMMISSION

Recommendation:

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

REGULAR MEETING

7:00 P.M.

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

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Council Member Jachimowicz

CITY MANAGER'S REPORT

Teammate Recognitions

New Hires

Michael Horta - Sr. Human Resources Analyst
Lynette Kong - Associate Engineer

Promotions

Jennie Tucker- Recreation Manager

Retirement

Debbie Lee- Lazzarino

CITY ATTORNEY'S REPORT

OTHER REPORTS

RECOGNITIONS

Recognizing Roger Knopf for his time, dedication, and service to the Morgan Hill Corporation Yard Commission

June 6, 2018

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

2. ACCEPT HIGHLAND AVENUE SEWER UPGRADE PROJECT

Recommendation:

1. Accept as complete the Highland Avenue Sewer Upgrade Project in the final amount of \$585,616;
2. Authorize the City Engineer to sign the attached Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

3. APPROVAL OF STORMWATER BEST MANAGEMENT PRACTICES (BMP) OPERATION AND MAINTENANCE AGREEMENT FOR BUTTERFIELD SELF STORAGE DEVELOPMENT AT 955 JARVIS DRIVE (APN: 726-25-090)

Recommendation:

1. Approve a Stormwater Best Management Practices (BMP) Operation and Maintenance Agreement for the Butterfield Self Storage at 955 Jarvis Drive (APN: 726-25-090); and
2. Authorize the City Manager to execute the Stormwater BMP Operation and Maintenance Agreement pending review and approval by the City Attorney.

4. APPROVAL OF STORMWATER BEST MANAGEMENT PRACTICES (BMP) OPERATION AND MAINTENANCE AGREEMENT FOR MJR ELECTRIC DEVELOPMENT AT 155 MAST STREET (APN: 817-02-050)

Recommendation:

1. Approve a Stormwater Best Management Practices (BMP) Operation and Maintenance Agreement for the MJR Electric development at 155 Mast Street (APN: 817-02-050); and
2. Authorize the City Manager to execute the Stormwater BMP Operation and Maintenance Agreement pending review and approval by the City Attorney.

5. APPROVAL OF STORMWATER BEST MANAGEMENT PRACTICES (BMP) OPERATION AND MAINTENANCE AGREEMENT FOR OAKWOOD SCHOOL DEVELOPMENT AT 105 JOHN WILSON WAY (APN: 779-04-073)

Recommendation:

1. Approve a Stormwater Best Management Practices (BMP) Operation and Maintenance Agreement for the Oakwood School development at 105 John Wilson Way (APN: 779-04-073); and
2. Authorize the City Manager to execute the Stormwater BMP Operation and Maintenance Agreement pending review and approval by the City Attorney.

6. FINAL MAP APPROVAL OF VALENCIA PHASE 2 - TRACT NO. 10433

Recommendation:

1. Approve the Final Map;
2. Authorize the City Manager to execute the Subdivision Improvements Agreement with MH Valencia 2015 Inc., a California Corporation;
3. Authorize the City Manager to execute a Stormwater Best-Management-Practices (BMP) Operation and Maintenance Agreement pending review and approval by the City Attorney; and
4. Authorize the recordation of the Final Map, the Subdivision Improvements Agreement, and the Stormwater BMP Operation and Maintenance Agreement.

7. FINAL MAP APPROVAL OF SAN SEBASTIAN PHASE 2A - TRACT NO. 10451

Recommendation:

1. Approve the Final Map;
2. Authorize the City Manager to execute the Subdivision Improvements Agreement with Toll CA XX, LP;
3. Authorize the City Manager to execute a Stormwater Best-Management-Practices (BMP) Operation and Maintenance Agreement pending review and approval by the City Attorney; and
4. Authorize the recordation of the Final Map, Subdivision Improvements Agreement, and the Stormwater BMP Operation and Maintenance Agreement.

8. RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE COOPERATIVE AGREEMENTS WITH THE SANTA CLARA VALLEY WATER DISTRICT TO SHARE IN THE COSTS AND ADMINISTRATION OF WATER CONSERVATION PROGRAMS

Recommendation:

Adopt resolution authorizing the City Manager to execute and administer a Cooperative Agreement annually for water conservation purposes with the Santa Clara Valley Water District.

9. APPROVE AGREEMENT FOR UNIFORM SERVICES FOR UTILITIES AND MAINTENANCE STAFF

Recommendation:

Approve and authorize the City Manager to execute a three-year service agreement for a total of \$66,000 with Prudential Overall Supply.

10. AWARD OF TRAFFIC SIGNING AND STRIPING MAINTENANCE SERVICE AGREEMENT

Recommendation:

1. Award a three-year contract to Chrisp Company in the amount of \$225,000; and
2. Authorize the City Manager to execute and administer the Maintenance Service Agreement with Chrisp Company.

11. AWARD JANITORIAL SERVICE CONTRACT

Recommendation:

1. Award a two-year contract to Firato Service Company, Inc. in the amount of \$880,859; and
2. Authorize the City Manager to execute and administer the Service Agreement with Firato Service Company, Inc.

12. APPROVE REHABILITATION OF THE 330 CREEKWOOD COURT BELOW MARKET RATE (BMR) HOME BY THE CITY HOUSING FUND

Recommendation:

1. Authorize rehabilitation of the Moderate, Below Market Rate (BMR) home located at 330 Creekwood Court to re-sell to an income-eligible buyer, preserving the unit within the City's affordable housing inventory at 120% of the Area Median Income and extending the affordability covenants; and
2. Adopt resolution to amend the City's Fiscal Year 2017-18 budget, appropriating \$74,851.43 from the Housing Fund (255) for short term expenses associated with the rehabilitation of the home located at 330 Creekwood Court, to be recovered at the time of resale of the property.

13. AUTHORIZE WRITE-OFF OF UNCOLLECTIBLE HOUSING REHABILITATION LOAN IN ACCORDANCE WITH THE WRITE-OFF POLICY

Recommendation:

Authorize write-off of uncollectible housing loan in the amount of \$38,725, in accordance with the write-off policy.

14. REPORT ON CURRENT OPERATIONS AT SKATEBOARD/BMX PARK

Recommendation:

Receive update on current operations at Skateboard/BMX Park.

15. ANNUAL EVALUATION REPORTS FOR THE SANTA CLARA COUNTY MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION (PPI)

Recommendation:

Accept the Annual Evaluation Reports for FY 2015-16 (Year 1) and FY 2016-17 (Year 2) of the 2015 Santa Clara County Multi-Jurisdictional Program for Public Information (PPI).

16. CALL FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018

Recommendation:

1. Adopt resolution calling for a General Municipal Election to be held on Tuesday, November 6, 2018 to elect a Mayor; one Council Member from District B; and one Council Member from District D; and
2. Adopt resolution requesting the services of the Board of Supervisors of the County of Santa Clara and the Registrar of Voters Office - and the Consolidation of the Election.

17. ADOPT ORDINANCE APPROVING A COMPREHENSIVE UPDATE OF TITLE 18 – ZONING OF THE CITY OF MORGAN HILL MUNICIPAL CODE INCLUDING AN AMENDMENT TO THE CITY’S OFFICIAL ZONING MAP CONSISTENT WITH THE MORGAN HILL 2035 GENERAL PLAN (FILE NO. ZA2016-0006: ZONING CODE UPDATE)

Recommendation:

Waive the reading, adopt Ordinance No. 2277, 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.

18. APPROVE THE MAY 16, 2018 MEETING MINUTES

Recommendation:

Approve Minutes.

19. APPROVE THE MAY 18, 2018 MEETING MINUTES

Recommendation:

Approve Minutes.

PUBLIC HEARING

20. CITY OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1 RESOLUTION ORDERING ANNUAL ASSESSMENTS AND RELATED ACTIONS

Recommendation:

1. Open and close the Public Hearing; and
2. Adopt resolution confirming Fiscal Year 18/19 annual assessments and ordering the levy of assessments for the District.

Estimated Time: 5 Minutes

21. PUBLIC HEARING TO ADOPT THE FISCAL YEAR (FY) 2018-19 AND 2019-20 OPERATING BUDGET, FY 2018-19 THROUGH 2023-24 CAPITAL IMPROVEMENT BUDGET, FY 2018-19 APPROPRIATIONS LIMIT, AND APPROVE A FIVE-YEAR AGREEMENT WITH CAL FIRE

Recommendation:

1. Open/Close Public Hearing;
2. Adopt resolution to:
 - a. Adopt the FY 2018-19 and 2019-20 Operating Budget;
 - b. Adopt the FY 2018-19 through 2023-24 Capital Improvement Program Budget;
 - c. Adopt the FY 2018-19 Appropriations Limit and Appropriations Limit Adjustment Factors;
3. Adopt resolution authorizing the City Manager to enter into a five-year agreement with the California Department of Forestry and Fire Protection (CAL FIRE) to provide fire and emergency medical response services effective July 1, 2018 through June 30, 2023; and
4. Adopt the Management, Professional, and Confidential Employees resolution and corresponding salary schedules effective July 1, 2018.

Estimated Time: 45 Minutes

FUTURE COUNCIL INITIATED AGENDA ITEMS

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

CLOSED SESSION

CLOSED SESSION ANNOUNCEMENT

OPPORTUNITY FOR PUBLIC COMMENT

ADJOURN TO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to:	Government Code Section 54956.9(d)(4)
Number of Cases:	One (1)

RECONVENE

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 OF MORGAN HILL

Teammate Recognition

June 6, 2018



Welcome to our New Teammates!



City of Morgan Hill

New Teammate

Previous Position:

Senior Human Resources Analyst
City of Gilroy

California State University, Fresno

Bachelor's in Business Administration, HR
Management

University of Phoenix

Master's in Business Administration

Perform a wide variety of professional, administrative, and analytical duties in support of a full range of human resources functions, including recruitment, labor relations, benefits, workers compensation, classification, etc.



Michael Horta

Senior Human Resources Analyst



City of Morgan Hill

New Teammate

Previous Position:

Senior Civil Engineer
CSG Consultants, Inc.

California Polytechnic State University, San Luis Obispo

Bachelor's in Civil Engineering

Conducts and directs comprehensive civil engineering studies and projects related to the design and construction of structures, utility facilities, roadways, site improvements, and various public works projects.



Lynette Kong
Associate Engineer



**Congratulations to our recent
PROMOTION!**



City of Morgan Hill Promotion

Previous Position:

Community Services Supervisor

California State University, Chico

Bachelor's in Community & Commercial
Recreation

San Francisco State University

Master's in Public Administration



Provides professional oversight and
management of the Aquatics Center,
Centennial Recreation Center, and other
department programs.

Jennie Tucker

Recreation Manager



**Congratulations to our recent
RETIREMENT!**



City of Morgan Hill Teammate

Celebrating 12 ½ years of Dedicated Service

Started with the City October 2005

Retired May 11, 2018



Debbie Lee-Lazzarino

Community Services Coordinator